



city commission agenda

Regular Meeting

November 24, 2014
3:30 p.m.
Commission Chambers

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

welcome

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

meeting procedures

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

Citizen comments at 5 p.m. and each section of the agenda where public comment is allowed are limited to three (3) minutes. The yellow light indicator will remind you that you have one (1) minute left. Large groups are asked to name a spokesperson. This period of time is for comments and not for questions directed to the Commission or staff for immediate answer. Questions directed to the City Commission will be referred to staff and should be answered by staff within a reasonable period of time following the date of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent or slanderous remarks are not permitted. Thank you for participating in your city government.

agenda

1	Meeting Called to Order	
2	Invocation Reverend Shawn Garvey, First Congregational Church Pledge of Allegiance	
3	Approval of Agenda	
4	Mayor's Report	*Projected Time *Subject to change
	a. Proclamation – "Small Business Saturday"	5 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 a. Keep Winter Park Beautiful and Sustainable Sustainability Action Plan Presentation	*Projected Time *Subject to change 20 minutes
8 Citizen Comments 5 p.m. or soon thereafter (if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting) (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	
9 Consent Agenda a. Approve the minutes of November 10, 2014. b. Approve the following purchase requisition and formal solicitation: 1. Orlando Freightliner Inc. for a 2016 Freightliner M2106; \$105,860. 2. Award to Keller Outdoor, Inc. for RFQ-1-2015, Right-of-Way Tree Planting, and authorize the Mayor to execute the contract and approve all subsequent purchase orders. c. Authorize the Mayor to execute a Master Fiber Lease Agreement between the City and Summit Broadband at a cost of \$1/year.	*Projected Time *Subject to change 5 minutes
10 Action Items Requiring Discussion	*Projected Time *Subject to change
11 Public Hearings a. <u>Request of Jewett Orthopedic Clinic:</u> - Ordinance – Vacating a utility easement at 1245 Orange Avenue (2) b. <u>Request of DePugh Nursing Home:</u> - Ordinance – Vacating a utility easement at 500 W. Morse Boulevard (2) c. Ordinance – Amending the FY14 adopted budget (2) d. <u>Request of English and Swoope Investment LLC and Village Park Senior Housing Partners Ltd. (Atlantic Housing Partners):</u> - To amend the conditional use for the redevelopment of the property at 796 W. Swoope Avenue in order to build four new detached single family homes on the property, zoned R-3.	*Projected Time *Subject to change 5 minutes 5 minutes 5 minutes 15 minutes

- e. **Ordinance** – Removing the requirement for supermajority votes for the approval of certain conditional uses (1)

20 minutes

12 City Commission Reports

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

- a. Commissioner Leary
- b. Commissioner Sprinkel
- c. Commissioner Cooper
- d. Commissioner McMacken
- e. Mayor Bradley

10 minutes each

appeals & assistance

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

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



city commission agenda item

Item type	Non-Action Item	meeting date	November 24, 2014		
prepared by	Abby Gulden	approved by	<input checked="" type="checkbox"/> City Manager		
department	Building		<input type="checkbox"/> City Attorney		
division			<input type="checkbox"/> N A		
board approval	KWPB&S	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> N A	final vote
strategic objective	<input checked="" type="checkbox"/> Exceptional Quality of Life	<input type="checkbox"/> Fiscal Stewardship			
	<input type="checkbox"/> Intelligent Growth & Development	<input type="checkbox"/> Public Health & Safety			
	<input type="checkbox"/> Investment in Public Assets & Infrastructure				

subject

Keep Winter Park Beautiful and Sustainable Advisory Board’s Sustainability Action Plan

motion | recommendation

Sustainability Action Plan is presented with a request for approval and adoption at a later date.

background

The mission of Keep Winter Park Beautiful and Sustainable (KWPB&S) is to improve the quality, sustainability and aesthetics of our environment in order to create a healthier, more beautiful place to live, work, and play.

In 2012, the city’s Environmental Review and Keep Winter Park Beautiful boards merged with a shared focus of improving community sustainability and achieving the Green Local Government Platinum certification. The new KWPB & S Advisory Board held monthly workshops in addition to their regularly scheduled monthly board meetings in an effort to develop and refine the Sustainability Action Plan (SAP) with community involvement. Input was provided throughout the development of the SAP by City of Winter Park staff, residents, advisory board members, and local subject matter experts.

The purpose of the SAP is to create a roadmap depicting where the city is today and where it would like to be in the future, in regard to sustainability. It is divided into seven categories, long term objectives and short term actions for helping the city achieve these long term objectives. The objectives are intended to be quantifiable so that progress can be measured on an annual basis and reported to decision makers

and stakeholders. A collaborative, integrated approach is necessary for working toward meeting the objectives outlined in the program. The plan is a living document intended to evolve over time as Winter Park experiences both progress and challenges.

By integrating elements of this plan, Winter Park will:

- Increase the quality of life while improving individual and community health.
- Become more energy independent.
- Protect and enhance air quality and natural systems.
- Save money.
- Increase economic value.

alternatives | other considerations

None at this time.

fiscal impact

This is currently a non-funded plan. Grants and other funding options will be explored, along with return on investment calculations of specific actions as they are further explored for feasibility.



Winter Park Sustainability Action Plan

Presented by:

City of Winter Park

Keep Winter Park Beautiful & Sustainable Advisory
Board

Kris Stenger, Director of Building, Permitting, &
Sustainability

Abby Gulden, Sustainability and Permitting Coordinator

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Background

Vision and Purpose

The purpose of the SAP is to create a roadmap depicting where the city is today and where it would like to be in the future, in regard to sustainability. It is divided into seven categories, long term objectives and short term actions for helping the city achieve these long term objectives. The objectives are intended to be quantifiable so that progress can be measured on an annual basis and reported to decision makers and stakeholders. A collaborative, integrated approach is necessary for working toward meeting the objectives outlined in the program. The plan is a living document intended to evolve over time as Winter Park experiences both progress and challenges.

By integrating elements of this plan, Winter Park will:

- **Increase the quality of life while improving individual and community health.**
- **Become more energy independent.**
- **Protect and enhance air quality and natural systems.**
- **Save money.**
- **Increase economic value.**

By following this plan, the **City of Winter Park will achieve Green Local Government certification at the Platinum Level.** Doing so will help raise awareness that Winter Park is committed to sustainability. The city needs 120 additional credits to achieve Platinum. The actions in this plan can earn up to 194 credits. For more information on specific credits please refer to Appendix 1.

- **120 points needed**
 - Community Engagement & Green Economy = 6
 - Waste Diversion & Recycling = 21
 - Mobility & Urban Form = 13
 - Buildings, Energy & Water = 64
 - Natural Systems & Resources = 9
 - Local Food & Agriculture = 5
 - Local Government Operations = 87
 - **Total Points Identified = 194**

History

On January 14, 2008, the Winter Park City Commission passed a resolution stating the City would pursue measures to become a certified Green Local Government through the Florida Green Building Coalition (FGBC). In 2009, Public Works Director Troy Attaway hired Tim Maslow to coordinate the city's sustainability efforts and to develop a plan for achieving the certification. In 2011, after working with each department on a multitude of new projects, policies and programs, the City was officially certified as a Green Local Government at the Gold level also earning the highest score for a local government that year.

Highlights and Accomplishments to Date

- Green Building Resolution Adopting USGBC's LEED standards for all future city owned buildings (passed 2011)
- Building of the Winter Park Community Center, the first city owned building to meet LEED specifications (2011)
- Retrofit of City Hall and other city owned buildings to reduce energy usage, funded through the U.S. Department of Energy's Energy Efficiency & Conservation Block Grant (EECBG) and Florida Energy & Climate Grant (completed 2012)
- Single stream recycling provided to residents, businesses and in public spaces through WASTE PRO (2009)
- Complete Streets Resolution stating all future city road projects be designed to accommodate all modes of transportation equally (passed 2011)
- 100% of all residents within half mile of public green space
- Environmentally Preferable Purchasing Policy (2010)
- Neighborhood Green Space Grants for Community Gardening and Native Landscaping (Keep Winter Park Beautiful)
- Installation of public ChargePoint Electric Vehicle Charging Stations (2012)
- Electric Utility Commercial and Residential Energy Conservation Audit & Rebate Program (2012)
- Water & Wastewater Utility Audit & Rebate Program
- Volunteer Environmental Cleanups and Tree Plantings
- Tree City USA Designation
- Annual Earth Day & Arbor Day Tree Giveaway

Green Resolutions

[Green Local Government Resolution \(1984-08\)](#) 

[Green Building Resolution \(2077-11\)](#) 

[Complete Streets Resolution \(2083-11\)](#) 

Sustainability Plan

Through partnerships and collaboration, the City of Winter Park’s Sustainability Program provides management, development and monitoring of the city’s Sustainability Action Plan addressing waste diversion and recycling, green building, energy efficiency, renewable energy, mobility and urban form, community engagement and green economy, natural systems and resources, local food production and local government operations.

2012-2013 City of Winter Park Sustainability Coordinator , Tim Maslow
 2013-Present City of Winter Park Assistant Director of Building, Permitting, and Sustainability, Kris Stenger
 2014-Present City of Winter Park Sustainability and Permitting Coordinator, Abby Gulden

Sustainability staff also serve as liaison to the city’s Keep Winter Park Beautiful & Sustainable Advisory Board.

Keep Winter Park Beautiful & Sustainable Advisory Board

The mission of Keep Winter Park Beautiful and Sustainable (KWPB&S) is to improve the quality, sustainability and aesthetics of our environment in order to create a healthier, more beautiful place to live, work, and play.

In 2012, the city’s Environmental Review and Keep Winter Park Beautiful boards merged with a shared focus of improving community sustainability and achieving the Green Local Government Platinum certification. The new KWPB & S Advisory Board held monthly workshops in addition to their regularly scheduled monthly board meetings in an effort to develop and refine the Sustainability Action Plan with community involvement.

2012-2013 Board Members	2014-2015 Board Members
Mary Dipboye, Chair	Michael Poole, Chair
Stephen Pategas, Vice Chair	Stephen Pategas, Vice Chair
Michele Hipp	Michele Hipp
Michael Poole	Raymond Randall
Raymond Randall	Pat Schoknecht
John Rife	Julia Tensfeldt
Lucy Roberts	Laura Walda
Joseph Robillard	Carol Shenck (Kostick)
James (Bob) Robinson	Mark Roush
Pat Schoknecht	Bruce Thomas
Julia Tensfeldt	Steven DiClemente
Kent Tse	Mary Dipboye
Laura Walda	John Tapp
Carol Kostick	Fred Kosiewski
Mark Roush	Cathy Blanton

Sustainability Defined

The Basic Definition

Today the word “sustainability” is used more and more frequently, from a wide variety of perspectives and with a number of different purposes in mind. As a result the word is becoming harder to define. The basic definition of sustainability is “*meeting the needs of the present without compromising the ability of future generations to meet their needs*” (Brundtland Report, *Our Common Future*, 1987)

The Broader Application

Perhaps more important than the definition of sustainability is the understanding that the practice of sustainability reflects the intersection of three areas of concern for local governments: economy, environment, and equity – often referred to as the “triple bottom line” or “the three e’s.” Sustainability requires a fresh look at balancing all three areas that in the past may often have been viewed as competing against one another rather than being complementary.

The Local Purpose

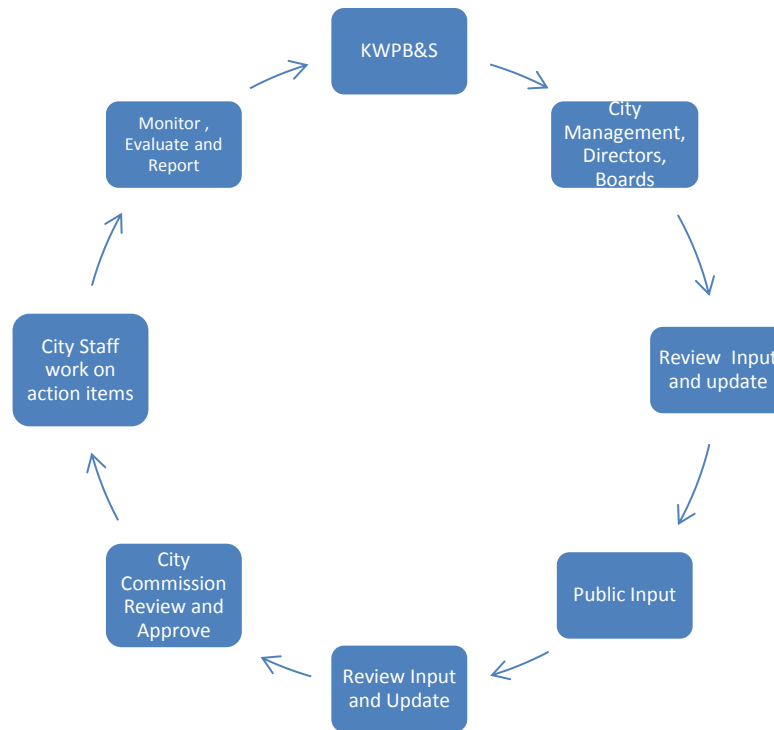
While acknowledging the basic definition as well as the triple bottom line of sustainability, local governments should also determine what sustainability means to their community. Before embarking on a sustainability plan or program, it is helpful to get the key players together to discuss their definitions of sustainability as well as the specific purposes they see for the proposed plan.

The City of Winter Park’s defines sustainability as:

“...responsible and proactive decision-making that minimizes negative impact and maintains balance between social, environmental, and economic growth to ensure a desirable planet for all species now and in the future.”



Planning Process



Initial Plan Development

1. KWPB & S develop and approve plan
2. Seek input from Department Directors, Advisory Boards and City Management
3. Review input and update plan
4. Seek public input
5. Review input and update plan
6. Present to City Commission for input and approval

Approved Plan Monitoring and Implementation

City Staff:

- a. Monitor Sustainability Action Plan
- b. Secure funding (if needed) to implement actions
- c. Implement actions

- d. Provide Monthly updates to City Management, Department Directors,
KWPB & S Advisory Board and other applicable boards
- e. Provide Annual Updates to City Commission
- f. Revise plan as needed

Sustainability Action Plan

Indicators Dashboard

The Indicators Dashboard serves as a roadmap for Winter Park. Each priority indicator includes a 2012 baseline to measure against with target goals for 2020 and 2030.

Category	Indicator	2012 Baseline	2020 Target	2030 Target
Community Engagement & Green Economy	City wide Carbon Footprint in GHG Emissions (electric, transportation, solid waste)	397,075 metric tons	25% less	50% less
Waste Diversion & Recycling	Waste diverted from landfill	15%	75% (state goal)	90%
Mobility & Urban Form	Vehicle Miles Traveled	176,485,056	10% less	25% less
Buildings, Energy and Water	Energy Avoided Per Household (based on 10 year average)	17,029 Kwh	5% less	10% less
	Residential potable water average annual usage	128,000 Gallons	5% less	15% less
Natural Systems & Resources	Tree Canopy and Greenspace Coverage	30%/57%	30%/60%	increase
	Lakes Water Quality- Visibility Depth	2 meters	2.5 meters	3 meters
Local Food & Agriculture	% of Residents within 1/2 mile of local/healthy food assets	<i>In Development</i>	50%	100%
Local Government Operations	Local Government GHG Emissions (buildings, fleet)	11,473 metric tons	25% less	50% less

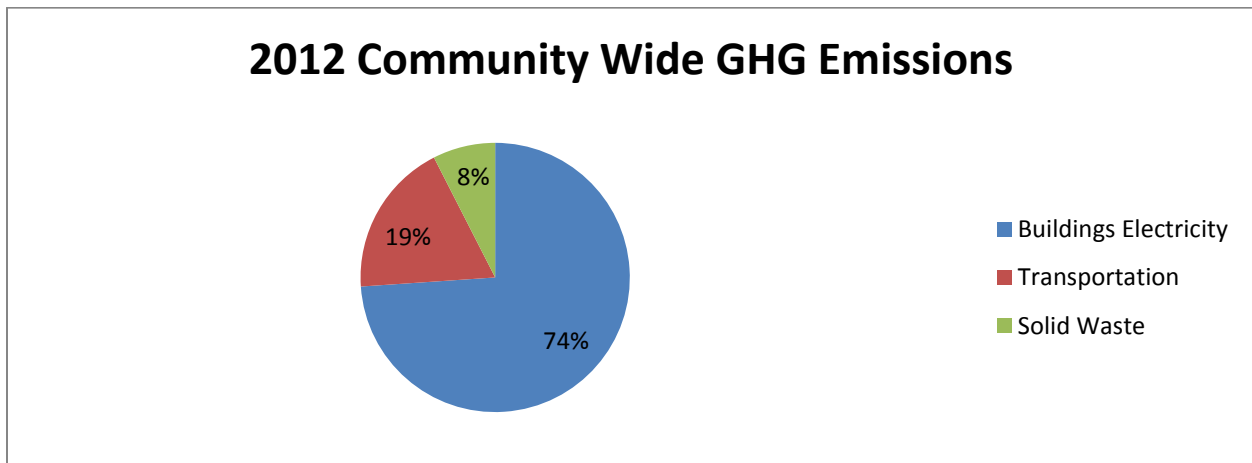
Categories, Objectives, Indicators and Actions

The Sustainability Action Plan contains seven categories. Each category has a brief overview, long term objectives, measurable indicators and actions. The actions include anticipated implementation years along with leading city departments and divisions .

Community Engagement & Green Economy

Overview

The Community Engagement and Green Economy category outlines long term objectives and actions focused on encouraging residents, business owners, schools and other organizations in Winter Park to begin incorporating more sustainable solutions in their daily activities. To foster and build upon a culture that values health, environmental stewardship and financial wellbeing, the City will support public engagement campaigns to educate, inspire and offer some of the most cost effective, healthy and easy solutions. The campaign will seek to engage diverse partners and sectors of the community; create a shared community vision, goals and progress indicators of a low-carbon future; connect individuals and organizations to education, tools and resources; and celebrate positive changes and successes. A fully engaged community is the key to successfully making Winter Park a more sustainable community.



Objectives

1. Communicate, educate and motivate the City, residents, students, businesses and organizations to change their behavior in ways that support the objectives of the Sustainability Action Plan.
2. Reduce city wide carbon footprint from electric, transportation and solid waste.
3. **Indicators**

Community Engagement & Green Economy	Indicator	2012 Baseline	2020 Target	2030 Target
	CEGE1 City wide Carbon Footprint in GHG	397,075	25% less	50% less

		Emissions (electric, transportation, solid waste)			
	CEGE2	Certified Green Businesses	0	25 % registered businesses	50% registered businesses
	CEGE3	Residents taking the Sustainability Pledge	0	50%	100%
	CEGE4	Green School Grant Participants	10	50%	100%
	CEGE5	KWPB Volunteer Events	12	12	12

Actions

Implement By	Action	Lead Department
2015	1. (Project) Develop Marketing Plan for Sustainability.	Communications
2015	2. (Program) Continue Green School Grant program.	Sustainability
2015	3. (Program) Continue Pocket Park and Community Garden Grant program.	Sustainability, Parks & Recreation
2015	4. (Project) Develop interactive sustainability webpage that allows individuals to take Sustainability Pledge, calculate their carbon footprint, organizations to post environmental volunteer opportunities, and share success stories.	Communications
2015	5. (Program) Use City venue for monthly sustainability education workshops through Orange County/UF Extension. Examples include Florida Friendly landscaping, growing food, composting, rain water harvesting and energy efficiency.	Sustainability, Parks & Recreation
2015	6. (Program) Continue volunteer opportunities including lake cleanups,	Sustainability, Parks & Recreation, Lakes

	gardening, and invasive species removal.	
2015	7. (Program) Continue participation in America In Bloom/ Winter Park Blooms.	Sustainability
2020	8. (Program) Develop Green Neighborhood program focusing on existing, established residential neighborhoods to support eco-friendly behavior.	Sustainability
2020	9. (Program) Partner with other local municipalities to develop Green Business Certification/Challenge.	Sustainability, Planning-Economic Development
	10. (Project) Create and install Environmental Educational Signage at parks, green buildings.	Sustainability, Parks & Recreation

Waste Diversion & Recycling

Overview

In 2012, Winter Park generated 30,337 tons of garbage with 29,832 tons of greenhouse gas emissions (calculations based on the EPA's Waste Reduction Model (WARM) tool.

http://epa.gov/epawaste/consERVE/tools/warm/Warm_Form.html). The average Winter Park household throws away over one ton of garbage per year while the average business throws away 5.4 tons per year.

Today, the Orange County Landfill charges \$33.60 per ton for residential and commercial garbage while the Recycle America Materials Recovery Facility, also located at the Orange County Landfill, accepts recycling for free. This means the city can realize substantial monetary savings if more garbage is recycled. The city's current solid waste contract does not pass through savings from reduced disposal fees

to the city. Only the hauler realizes the savings. It is important to structure the next contract so that the city can realize these financial savings.

This category outlines ways the city can begin diverting more waste from the landfill, save money and reduce carbon emissions from solid waste.

Objectives

1. Reduce total solid waste generated.
2. Divert solid waste generated away from landfill.
3. Reduce the greenhouse gas impacts of the solid waste collection.

Indicators

Category	Indicator	2012 Baseline	2020 Target	2030 Target	
Waste Diversion & Recycling	WDR1	Waste diverted from landfill	15%	75% (state goal)	90%
	WDR2	Total tons of solid waste generated	30,337	10% less	25 % less
	WDR3	GHG emissions from solid waste (tons)	29,832	40% less	75% less

Actions

Implement By	Action	Lead Department
2015	1. (Project) Promote Commercial, Multi-Family and Construction & Debris recycling case studies.	Communications
2015	2. (Project) Promote composting case studies.	Communications

2015	3. (Program) Provide free special events recycling.	Parks & Recreation
2020	4. (Project) Increase recycling to all city owned facilities and parks.	Parks & Recreation
2020	5. (Program) Provide Pay As You Throw Residential single stream (mixed) recycling carts for free while reducing garbage collection to one day per week.	Sustainability
2020	6. (Project) Establish Commercial Pay As You Throw Pilot program.	Sustainability
2020	7. (Program) Provide recycling incentive program with discounts to local businesses.	Sustainability
2020	8. (Program) Provide residential curbside composting by adding food waste to yard waste.	Sustainability
2020	9. (Project) Work with Orange County and other local governments on increasing capacity for waste to energy at landfills.	Electric Utility, Sustainability
2020	10. (Program) Provide quarterly curbside Hazardous Waste and Electronic Waste Pickup Service	Public Works, Sustainability

Mobility & Urban Form

Overview

The Mobility & Urban Form category proposes increasing healthier, more active forms of transportation such as walking, bicycling and using mass transit such as LYNX bus and SunRail commuter rail. The category also emphasizes a more human scaled, compact, mixed use neighborhood pattern and design that makes it easier for people choosing these more sustainable transportation options.

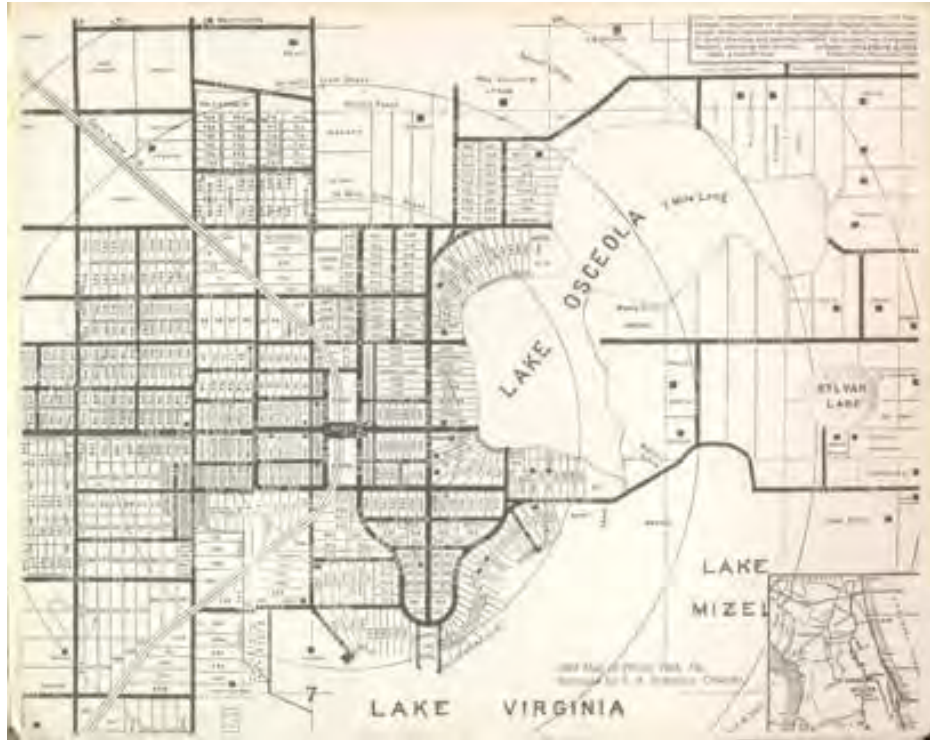
Transportation is a significant contributor to the city's carbon emissions. Providing an interconnected network of complete streets that promote walking and cycling will result in a reduction of vehicle miles traveled (VMT) and fewer emissions. Common design elements of

complete streets tend to be human scaled, narrow, with continuous sidewalks, bike lanes, landscaping and shade trees. These design characteristics combined with low impact development (LID) elements such as bio-swales and rain gardens also help reduce stormwater runoff, enhance lakes water quality and reduce the urban heat island effect. In other words, it cools the temperature.

Complete streets that are enjoyable to walk or bike on become public amenities that are capable of attracting new tenants and residents to the area. Complete streets joined with human scaled urban development create a more aesthetically pleasing atmosphere while creating a “sense of place.” Examples in Winter Park include Park Avenue, Hannibal Square and the Winter Park Village. The site of the Train Station at 151 Morse Blvd near Park Ave has a Walkscore of 91, which is considered a “walker’s paradise.” The Community Center in Hannibal Square scores at 86 “very walkable” while Winter Park Village achieves an 80, also “very walkable.” It is no coincidence that these walkable “places” also have the highest concentrated property values within the city.

Thanks to the local advocacy from organizations like the Winter Park Health Foundation, Winter Park is beginning to understand the direct correlation between active transportation and physical and mental health. Walking and cycling also encourage interaction between neighbors, expose people to the community and allow for enjoyment in ways unavailable to automobile passengers.

As the first planned community in Florida, Winter Park was founded around the concept of walkability and human scaled urbanism. Since owning a car was a rarity in the 1880s, Winter Park’s founders designed the original plan around the Train Station which was the town’s first constructed building. Future development was patterned off quarter mile walks around the station. With SunRail launching in May 2014, Winter Park serves as a regional model for Transit Oriented Development (TOD) and will provide residents and visitors the option to enjoy the city car-free.



The original Town Plan for Winter Park, FL placing the train station in the center with development planned around it. The circles represent quarter mile distances.

Objectives

1. Create walkable and bike-able neighborhoods where Winter Park residents can easily walk or bicycle to meet basic daily needs and have safe pedestrian and bicycle access to transit.
2. Reduce daily vehicle miles traveled at 20 predetermined intersections.
3. Increase certified Green Neighborhood Developments.
4. Reduce the carbon intensity of our transportation fuels.

Indicators

Category	Indicator	2012 Baseline	2020 Target	2030 Target	
Mobility & Urban Form	MUF1	Vehicle Miles Traveled	In development	10% less	20% less
	MUF2	Certified Green Neighborhood Development	0 certified	2	All redevelopments required to

					achieve green certification
MUF3	Electric Charging Stations	6	Increase	Increase	
MUF4	Walk Score	55	70	80	
MUF5	Transit Score	In Development			
MUF7	Bike Score	In Development			

Actions

Implement	Action	Lead Department
By		
2015	1. (Project) Approve an updated, collaborative and cohesive Transportation Plan <i>with design guidelines</i> addressing SunRail, safe routes to schools with Complete Streets/Green Streets and regional projects such as trails. In plan, prioritize Denning Drive and West Morse as complete street candidates to act as a downtown bicycle corridor. Include Lakemont as Complete Street candidate.	Public Works
2015	2. (Program) Provide Bike Share through a third party vendor as part of a regional wide program in conjunction with SunRail.	Public Works
2015	3. (Program) Provide Car Share through a third party vendor as part of a regional wide program in conjunction with SunRail.	Public Works
2015	4. (Project) Increase bike storage downtown while reducing dependence on vehicle parking.	Public Works/ Parks
2016	5. (Project) Evaluate Comprehensive Plan to identify impediments to green building and green neighborhood development.	Planning
2014	6. (Project) Consider expanding bus service and evaluate Flex Bus.	Public Works, Planning
2014	7. (Project) Calculate Vehicle Miles Traveled (VMT) and GHG emissions as a result of VMT at select intersections	Public Works
2014	8. (Program) Encourage private developments to increase safety and ease of walking and cycling through site plan review process with recommendations from project design checklist.	Public Works, Planning
2020	9. (Program) Encourage businesses to offer employee commuter incentive benefits.	Public Works, Planning

2020	10. (Policy) Incentivize LEED for Neighborhood Development standards for areas with potential for neighborhood scale redevelopment that ensure human scale, mixed use development and complete neighborhoods.	Planning
2020	11. (Policy) Incentivize workforce housing located within a quarter mile from major employers.	Planning
2020	12. (Project) Increase the number of electric vehicle charging stations.	Electric Utility
2020	13. (Project) Enhance Pedestrian & Bicycle Wayfinding.	Public Works

Buildings, Energy & Water

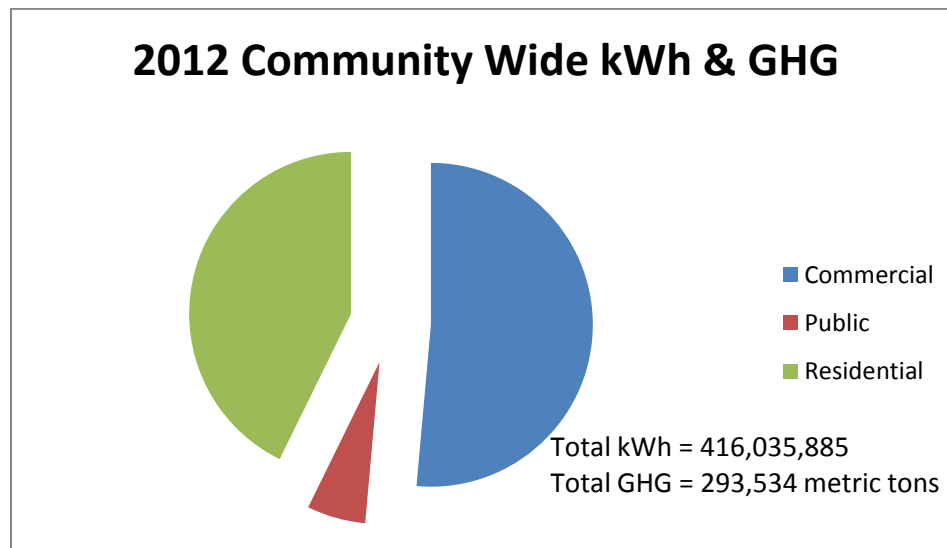
Overview

The Buildings, Energy and Water category focuses on measures that can reduce the environmental consequences of the construction, reconstruction and operation of buildings and infrastructure with a focus on energy and water conservation. Since buildings' energy usage is by far the largest contributor to the city's carbon footprint, implementing the prescribed actions is critical to achieving a more sustainable Winter Park.

In Winter Park, electricity usage in 2012 equated to 293,534 tons in greenhouse gas emissions. Most of the electricity is used to power buildings while some is used to power city scale infrastructure such as streetlights and transporting water. Electric usage has decreased about 5% between 2007 and 2012 with an increase in customers while water usage has decreased about 1.5% with a decrease in customers in the same five year time period. The average Winter Park home uses 15,262 kWh while consuming about 128,000 gallons of water per year compared to the average business that uses 91,849 kWh and 294,000 gallons of water per year.

Please refer to Appendix: Winter Park Utility Trends. All utility data is sourced from the city's 2012 Comprehensive Annual Financial Report which can be reviewed at the following link:

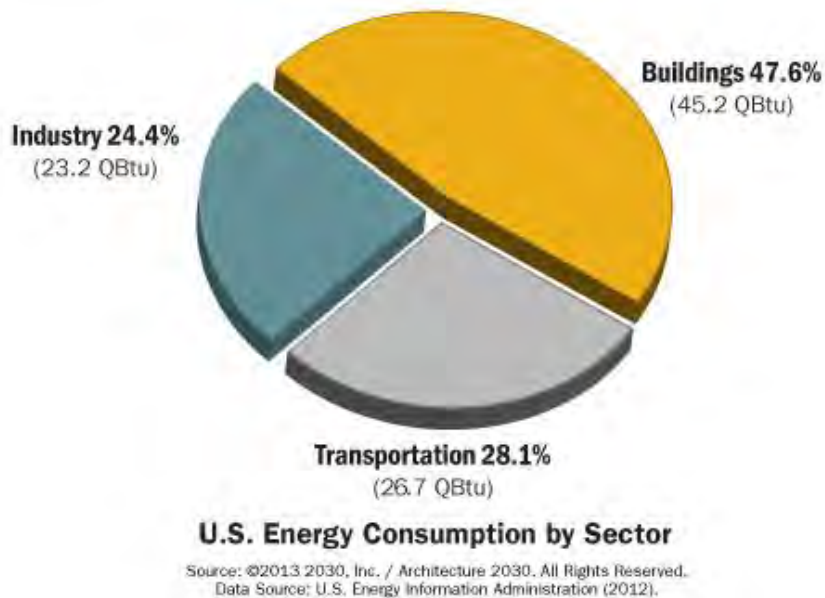
<http://cityofwinterpark.org/Docs/Departments/Finance/CAFR12.pdf>.



Source: 2012 City of Winter Park Comprehensive Annual Financial Report and the EPA Greenhouse Gas Equivalencies Calculator.

According to the U.S. Energy Information Administration, the Building Sector consumes nearly half (47.6%) of all energy produced in the United States and 14% of potable water use. Seventy-five percent (74.9%) of all the electricity produced in the U.S. is used just to operate buildings. The Building Sector

was responsible for nearly half (44.6%) of U.S. CO₂ emissions in 2010. By comparison, transportation accounted for 34.3% of CO₂ emissions and industry just 21.1%.



Objectives

1. Reduce community wide greenhouse gas emissions from building energy consumption.
2. Increase residential, commercial, and municipal building renewable energy
3. Increase number of residential energy audits and number of residential energy efficiency upgrade rebates.
4. Increase energy produced and sourced from renewables and clean alternative energy.
5. Increase number of municipal and commercial buildings benchmarked for electricity and water consumption.
6. Reduce per capita average annual potable water usage for the residential sector.

7. Incentivize and encourage new buildings and major renovations to meet green building standards.

Indicators

Category	Indicator	2012 Baseline	2020 Target	2030 Target	
Buildings, Energy and Water	BEW1	Residential Energy Audits Performed Annually	152	150	150
	BEW2	Residential Rebates Administered Annually	95	100	100
	BEW3	Commercial Buildings Benchmarked	0	100	500
	BEW4	Percentage of WPEU energy portfolio from renewable and clean alternative sources	1.9%	40%	60%
	BEW5	Residential potable water average annual usage	128,000 Gallons	5% less	15% less
	BEW6	Community Wastewater (gallons)	968,638	5% less	15% less
	BEW7	Percentage of water from reclaimed sources	In Development	5% more	15% more
	BEW8	Percentage of buildings meeting City of Winter Park green building standards	1%	25% new construction	50% new construction and major renovations

Actions

Implement	Action	Lead Department
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By		
2015	1. (Policy) Establish energy benchmarking and disclosure policy.	Building, Planning
2015	2. (Program) Provide access to PACE (Property Assessed Clean Energy) funding to help property owners finance green building projects, energy efficiency upgrades and renewable energy.	Building, Finance, Electric Utility
2015	3. (Program) Provide Green Building Education to appropriate city staff and private builders.	Building
2015	4. (Project) Create and maintain an electronic database of all building energy code compliance, green certifications and energy ratings within the City of Winter Park	Building
2015	5. (Policy) Ensure that new buildings and major remodels achieve green building standards through updated building codes with minimum HERS rating for residential and ENERGY STAR for non-residential.	Building
2015	6. (Policy) Develop measures to discourage building destruction and encourage building design for long term use.	Building
2015	7. (Project) Increase promotion of Green Building Case Studies to residents, potential residents, home builders, and contractors.	Building, Communications
2015	8. (Program) Increase promotion of existing Energy & Water Conservation opportunities such as audits and rebates.	Building, Communications
2015	9. (Project) Develop a plan for converting streetlights and public space lighting to LEDs.	Building, Electric Utility

2015	10. (Project) Install first solar photovoltaic array to provide energy to Electric Utility as a Solar Purchase Power Agreement.	Electric Utility
2015	11. (Program) Create rebate and/or code for utilization of electric vehicle charging for renovated and new buildings.	Electric Utility, Building
2015	12. (Policy) Develop policy and rebate addressing and incentivizing residential and commercial gray water & rain water reuse.	Building, Water & Wastewater Utility
2015	13. (Project) Review water utility rates to ensure inverted rate structure is adequately discouraging overuse of water.	Water & Wastewater Utility
2015	14. (Policy) Recognize net zero energy/ carbon neutral new buildings and homes	Building
2020	15. (Project) Optimize use of existing Water Reuse Plant and identify additional opportunities for increasing percentage of water from reclaimed sources.	Water & Wastewater Utility
2020-2030	16. (Project) Increase the Electric Utility's percentage of energy derived from renewable and clean alternative sources.	Water & Wastewater Utility
2030	17. (Program) Encourage private developers to use District Energy systems for large scale developments with at least two buildings.	Electric Utility, Water & Wastewater Utility, Planning

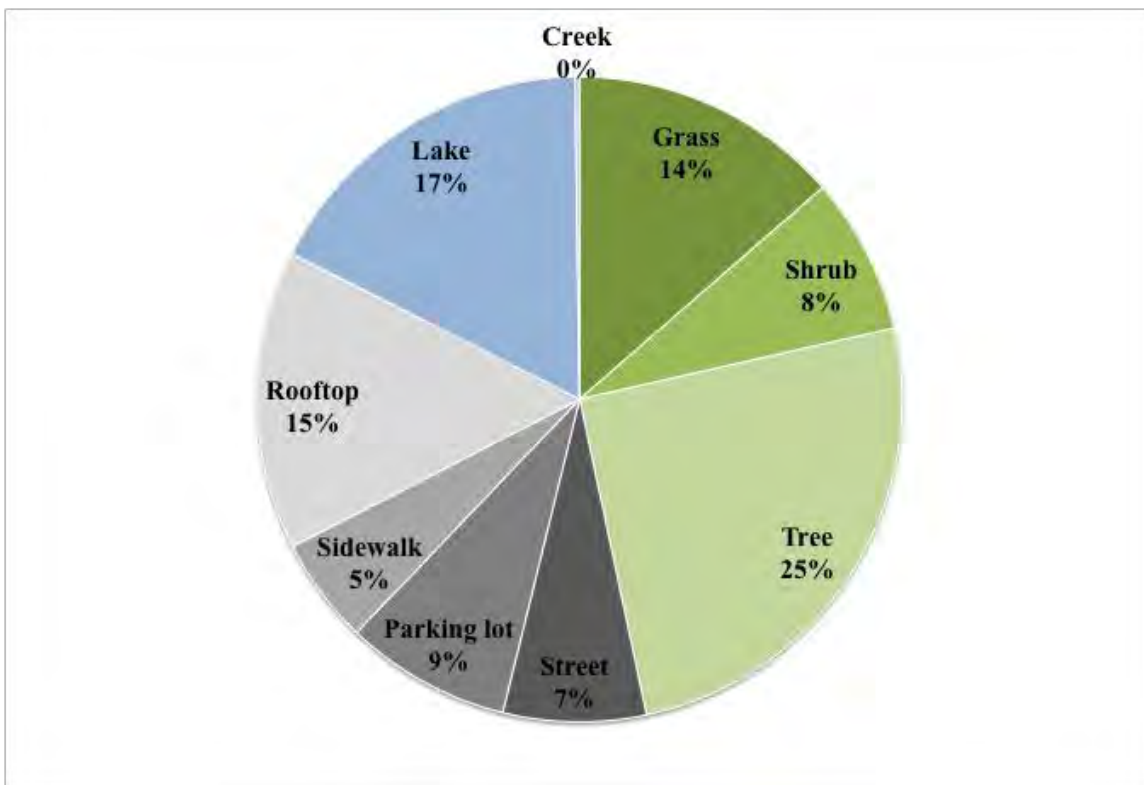
Natural Systems & Resources

Overview

Winter Park is known for its lush tree canopy and pristine lakes. Both of these features provide a multitude of benefits including improved air quality, wildlife habitat, cooler temperatures through reduced urban heat island effect, beautification and increased property values. The Natural Resources and Systems category is focused on preserving and enhancing these valuable natural features that help make Winter Park such a great place to live.

Winter Park Land Coverage Chart

*Percentages reported in tree canopy, greenspace and greyspace indicators only include land and not lakes.



Source:
Appendix-
Winter
Park Tree
Canopy
Report

Objectives

1. Maintain and expand the urban tree canopy.
2. Increase overall green space.
3. Maintain percentage of residents living within a half mile from public green space.

4. Reduce grey space (including paved parking lot, street, sidewalk, rooftop, impermeable).
5. Increase lakes water quality.

Indicators

Category	Indicator	2012 Baseline	2020 Target	2030 Target	
Natural Systems & Resources	NSR1	Tree Canopy Coverage	30%	maintain	40%
	NSR2	Greenspace Coverage	57%	maintain	increase
	NSR3	Greyspace	43%	decrease	decrease
	NSR4	Lakes Water Quality-Visibility Depth	2 meters	2.5	3 meters
	NSR5	Residents living within a half mile of public greenspace	95%	Maintain	Maintain

Actions

Implement By	Action	Lead Department
2015	1. (Project) Work towards establishing a Green Infrastructure Plan addressing stormwater with light impact development best management practices including Rain Gardens, Bio-Swales, Green Streets and Green Roofs that also serve as amenities.	Public Works Stormwater, Lakes, Parks & Recreation
2015	2. Increase frequency of existing stormwater infrastructure maintenance including street sweeping.	Public Works Stormwater, Lakes
	3. Continue aquatic plant management.	Public Works Stormwater, Lakes

2015	4. (Project) Install a rain garden in a visible public space to serve as a demo for light impact development.	Public Works Stormwater, Lakes, Parks & Recreation
2015	5. (Program) Develop long term reforestation plan to increase tree canopy coverage.	Forestry Division, Parks & Recreation
2015	6. (Program) Leverage Electric Utility’s Green Roof incentive with grant from Stormwater Fund especially on large, commercial buildings.	Public Works Stormwater, Lakes, Electric Utility

Local Food & Agriculture

Overview

Local Food & Agriculture seeks to reduce the distance products travel between producer and consumer and can range from the neighborhood-level to a regional scale. A local “foodshed” is

the area that can support the food needs within a region. While it varies in size depending on geographic features and season, foodsheds tend to encompass a 100-250 mile radius.

A sustainable local food system is typically characterized by a comprehensive set of factors and activities that minimize environmental impact, support local economies, increase access, and promote public health and nutrition. This approach, sometimes described as “farm-to-table,” tends to emphasize direct relationships between producers and consumers, and can often result in indirect benefits such as reduced crime rates and a greater sense of place and community.

The Following objectives and actions have been identified as context sensitive approaches the City of Winter Park and greater community can implement to help facilitate a healthy, local and sustainable food system in our city and Central Florida region.

While it is difficult to accurately quantify Winter Park’s environmental impact from food it is important to recognize that the food we eat does in fact have an impact on the environment in many ways.

Objectives

1. Significantly increase the consumption of regionally grown, local food.
2. Reduce consumption of carbon intensive foods.

Indicators

Category	Indicator	2012 Baseline	2020 Target	2030 Target
Local Food & Agriculture	LFA1 % of Residents within 1/2 mile of local/healthful food assets (community gardens, urban farms, CSAs, Farmer’s Markets, Grocery Stores and restaurants offering locally grown food)	<i>In Development</i>	50	100%
	LFA2 Local Food Consumption Baseline (meals at home)	21.8% (<i>Current metric for statewide consumption, city baseline in development</i>)	40%	60%

Actions

Implement By	Action	Lead Department
2015	1. (Project) Create a map identifying additional city-owned locations for edible landscaping.	Planning, Parks & Recreation, Sustainability
2015	2. (Project) Establish Dinky Dock Public Orchard and Park Ave Edible Arboretum.	Parks & Recreation, Sustainability
2015	3. (Program) Continue Community Garden Projects via KWPB grant program.	Sustainability
2015	4. (Policy) Participate in regional Food Policy Council.	Sustainability
2020	5. (Policy) Include Local Food Preference in city's Environmentally Preferable Purchasing policy.	City Administration- Purchasing
2020	6. (Policy) Establish Residential, Commercial and Public Space Urban Ag Design Guidelines	Planning
2020	7. (Project) Pilot an urban farm	Parks & Recreation

Local Government Operations

Overview

The City of Winter Park, as a local government, is the third largest consumer of electric in the city using 12,153,788 kWh annually. The city is the fifth largest consumer (within city limits) of water using 14,422,000 gallons of water per year. In 2011, city buildings were energy retrofitted through a performance contract and Energy Efficiency and Conservation Block Grant dollars. This has resulted in 10% energy reductions and over \$113,000 in annual savings. In 2013, the city’s Water and Wastewater Utility and Public Works Department has teamed up with the Parks and Recreation Department to begin conserving water in city parks resulting in additional tax dollars saved. The objectives and prescribed actions in the Local Government Operations category are intended to build on these efforts to conserve resources, reduce greenhouse gas emissions and save tax dollars. Creating healthier and more comfortable environments for employees and building occupants are also anticipated benefits from building and renovating city buildings to meet high performance, green standards.

Objectives

1. Reduce Local Government’s Greenhouse Gas Emissions.
2. Reduce Local Government’s energy usage in buildings and infrastructure.
3. Increase Local Government’s renewable energy production.
4. Reduce Local Government’s potable water usage.
5. Reduce Local Government’s fleet fuel usage.
6. Increase Local Government employees taking transit, carpooling, cycling or walking to work.

Indicators

Category	Indicator	2012 Baseline	2020 Target	2030 Target	
Local Government Operations	LGO1	Local Government GHG Emissions	11,473 metric tons	20% less	50% less
	LGO2	Energy usage	12,153,788 kWh	10% less	25% less
	LGO3	Renewable Energy Production	1.6%	6.6%	11.6%
	LGO4	City Fleet Fuel Usage	151,971 gallons of gasoline/	25% less	50% less

			82,196 gallons of diesel		
LGO5	Potable Water Usage		14,422,000 gallons	25% less	50% less
LGO6	City Employees using transit, carpooling, cycling or walking to work		In Development	Increase	Increase

Actions

Implement By	Action	Lead Department
2015	1. (Project) Complete LEED certified Train Station.	Public Works
2015	2. (Program) Continue monitoring city buildings' energy and water usage through ENERGY STAR Portfolio Manager.	Sustainability
2015	3. (Program) Establish a Revolving Energy Efficiency Loan Fund for city owned buildings and infrastructure.	Finance, Public Works
2015	4. (Project) Conduct energy audits for all city owned facilities.	Public Works-Facilities
2015	5. (Policy) Shift from potable to non-potable water resources for parks irrigation while increasing efficiency.	Parks & Recreation, Water Utility
2015	6. (Program) Implement ISO 14001 Environmental Management System	Sustainability
2015	7. (Program) Develop Green City Fleet maintenance program by referring to FGBC itemized checklist and begin replacing older vehicles with more efficient vehicles potentially including hybrids, electric and natural gas.	Public Works-Fleet

2015	8. (Policy) Update the city's idling policy to allow for a maximum of one minute (currently five) for city fleet.	Public Works-Fleet City Administration
2015	9. (Program) Offer employees commuter incentives to encourage taking transit, carpooling, cycling or walking to and from work.	City Administration- Human Resources
2020	10. (Project/Program) Begin monitoring occupied city buildings' energy and water usage in real time while engaging occupants with dashboards and competitions.	Public Works
2020	11. (Policy) Update Green Building Resolution to reflect minimum energy efficiency standards and percentage of energy derived from on-site renewables for city owned buildings.	Public Works- Sustainability

Sustainable actions you can take at home!

Together we can make a difference!

	Take action today!	Next Steps...	Start Planning for Change
	Most of these actions can be done in less than 20 minutes, for less than \$20. Why wait?	With just a little set up time, you can get your household on the right track.	Some changes take time and planning. Start thinking about these goals now.
A Sustainable and Healthy Home	<p>Save energy and costs: replace incandescent light bulbs with efficient compact fluorescent light bulbs (CFLs) or LEDs.</p> <p>Plug your microwave, stereo, chargers, television, and computer equipment into power strips that can be shut off when not in use.</p> <p>Keep your thermostat at 78°F while home, 82°F while away in the summer. Let the fresh air in during the winter.</p> <p>Do simple weatherization by sealing cracks and leaks around walls, trim, outlets, doors, and windows.</p>	<p>Set up a free home energy audit with Winter Park Electric Utility: www.cityofwinterpark.org/Pages/Departments/Electric_Utility.aspx</p> <p>Track and monitor your home's energy use (water, gas, oil, electricity) at www.myenergy.com and carbon footprint at www.epa.gov/climatechange/ghgemissions/ind-calculator.html</p>	<p>Fully insulate your home and seal ducts, and replace your furnace, water heater, and home appliances with ENERGY STAR models that qualify for rebates from Winter Park's Energy Conservation Rebates and Incentives Program. www.cityofwinterpark.org/Pages/Departments/Electric_Utility/Energy_Conservation_Rebates_and_Incentive_Program.aspx</p> <p>Plant native and drought-resistant vegetation: www.fridayyards.org</p>
Sustainable Transportation	<p>Maintain your car: properly inflate tires and keep it tuned up for efficient driving.</p> <p>Combine several errands into one trip by planning ahead, making a list, using closer stores, grouping your appointments and doing one-stop shopping: www.drivessavemore.com</p>	<p>Many trips within Winter Park are under 1.5 miles. Switch at least one of your drive-alone trips to walking, transit, carpooling, or biking. Free resources such as carpool matching at www.reThinkYourCommute.com</p> <p>Try riding the SunRail: www.SunRail.com</p> <p>Track your monthly driving mileage. Make a goal to reduce your mileage by a specific percentage.</p> <p>Enjoy the beautiful outdoors of Central Florida. www.healthycentralflorida.org/</p>	<p>Buy the most fuel-efficient vehicle that meets your needs.</p> <p>If your household has more than one car, try to eliminate a car and borrow or share a second vehicle when you need one.</p> <p>Planning to move? Consider neighborhoods with daily services within walking distance: www.walkscore.com</p>
Sustainability and Your Stuff	<p>Recycle right: recycle all paper, metal, and glass, as well as yogurt tubs and other plastics accepted at curbside. www.wasteprousa.com</p> <p>Paper or plastic? No thanks! Take reusable bags with you every time you go shopping.</p>	<p>Compost food scraps in your backyard. www.epa.gov/waste/conservation/tools/greenscapes/pubs/compost-guide.pdf</p> <p>Shop local: visit neighborhood shops and keep your dollars in Winter Park. www.mygovhelp.info/WINTERPARK/_cs/supporthome.aspx</p> <p>Maintain and repair durable items.</p>	<p>Be a smart consumer:</p> <ul style="list-style-type: none"> • Make a list. • Cross off any items that can be rented, borrowed, or purchased used instead. • Buy long-lasting, durable, and reusable goods.
Sustainable Food Choices	<p>Make a shift to eating a diet rich in fruits, vegetables, and grains, and become less reliant on meat: www.meatlessmonday.com</p>	<p>Buy minimally processed and packaged food.</p> <p>Look for locally-produced and organic foods.</p>	<p>Plant a vegetable garden and fruit and nut bearing tree. www.simplelivinginstitute.org</p> <p>Apply for a Community Garden & Pocket Park Restoration Grant with Keep Winter Park Beautiful: www.cityofwinterpark.org/Docs/Government/SustainabilityProgram/KWPB/Guidelines.pdf</p> <p>Winter Park Community Gardens cityofwinterpark.org/Pages/Government/Sustainability_Program/Sustainable_Food.aspx</p>

Glossary

Complete Streets- Streets designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities. Complete Streets make it easy to cross the street, walk to shops, and bicycle to work. They allow buses to run on time and make it safe for people to walk to and from train stations.

<http://www.smartgrowthamerica.org/complete-streets>

Connectivity- The number of publicly accessible intersections of the circulation network per square mile. If one must both enter and exit an area through the same intersection, such an intersection and any intersections beyond that point are not counted; intersections leading only to culs-de-sac are also not counted. The calculation of square mileage excludes water bodies, parks larger than 1/2 acre (0.2 hectare), public facility campuses, airports, rail yards, slopes over 15%, and areas non-buildable land under codified law.

Energy efficiency- Providing the same level of service (e.g., lighting, indoor temperature) while using less energy.

Equity- Equity is when everyone has access to the opportunities necessary to satisfy their essential needs, advance their well-being and achieve their full potential. We have a shared fate as individuals within a community and communities within society. All communities need the ability to shape their own present and future. Equity is both the means to healthy communities and an end that benefits us all. Source: Portland Plan

Form Based Code- Form-based codes foster predictable built results and a high-quality public realm by using physical form (rather than separation of uses) as the organizing principle for the code. They are regulations, not mere guidelines, adopted into city or county law.

<http://www.formbasedcodes.org/what-are-form-based-codes>

Florida Green Building Coalition- A nonprofit Florida corporation dedicated to improving the built environment. Our mission is "to provide a statewide green building program that defines, promotes, and encourages sustainable efforts with environmental and economic benefits." <http://www.floridagreenbuilding.org/about-us>

Graywater- Untreated household waste water which has not come into contact with toilet waste. Graywater typically includes used water from bathtubs, showers, bathroom wash basins, and water from clothes-washer and laundry tubs, though definitions may vary. Some states and local authorities also allow kitchen sink wastewater to be included in graywater. Project teams should comply with the graywater definition established by the authority having jurisdiction in the project area.

Green Economy- A green economy is one whose growth in income and employment is driven by public and private investments that reduce carbon emissions and pollution, enhance energy and resource efficiency, and prevent the loss of biodiversity and ecosystem services. Source: United Nation Environment Program

Green Infrastructure- An interconnected network of open spaces and natural areas, such as greenways, wetlands, parks, forest preserves and native plant vegetation, that naturally manages stormwater, reduces flooding risk and improves water quality.

Greenhouse gases (GHGs)- Gases that trap heat in the atmosphere, including carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. Each of these gases can remain in the atmosphere for different amounts of time, ranging from a few years to thousands of years. All of these gases remain in the atmosphere long enough to become well mixed, meaning that the amount that is measured in the atmosphere is roughly the same all over the world, regardless of the source of the emissions. Human activities are responsible for almost all of the increase in greenhouse gases in the atmosphere over the last 150 years. Source: United States Environmental Protection Agency

Incentives- Rewards or penalties applied through the regulatory processes, designed to induce specific outcomes seen as beneficial. Incentives are not requirements, but rather encourage specific choices and discourage others.

Integrated Design- An iterative, collaborative approach that involves a project's stakeholders in the design process from visioning through completion of construction, as opposed to a conventional linear design approach.

Leadership in Energy and Environmental Design (LEED)- An internationally recognized green building certification system that provides third-party verification that a building or community was designed and built using strategies aimed at improving performance across all the metrics that matter most: energy savings, water efficiency, CO₂ emissions reduction, improved indoor environmental quality, stewardship of resources and sensitivity to their impacts. Developed by the U.S. Green Building Council, LEED provides a concise framework for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions.

Renewable Energy- For the purposes of this plan, renewable energy is defined as electrical, mechanical, or thermal energy produced from a method that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power.

Ozone- A gas that occurs both in the Earth's upper atmosphere and at ground level. Ozone can be "good" or "bad" for people's health and for the environment, depending on its location in the atmosphere. In the troposphere, the air closest to the Earth's surface, ground-level or "bad" ozone is a pollutant that is a significant health risk, especially for children with asthma. It also damages crops, trees and other vegetation. It is a main ingredient of urban smog. Source: United States Environmental Protection Agency

Particulate matter- Very small pieces of solid or liquid matter such as particles of soot, dust, fumes, mists or aerosols. The size of particles is directly linked to their potential for causing health problems. Source: United States Environmental Protection Agency

Policies- The principles and directives guiding the City's actions, both in day-to-day operations and long-term planning.

Resilience- A capability to anticipate, prepare for, respond to, and recover from significant multi-hazard threats with minimum damage to social well-being, the economy, and the environment. Source: United States Environmental Protection Agency

Sustainability- Meeting the needs of the present without compromising the ability of future generations to meet their needs. Source: Brundtland Report, Our Common Future, 1987.

Sequestration- Terrestrial, or biologic, carbon sequestration is the process by which trees and plants absorb carbon dioxide, release the oxygen, and store the carbon. Source: United States Environmental Protection Agency

Tipping Fees- Are charged by a landfill for disposal of waste, typically quoted per ton.

Triple Bottom Line- An approach to decision making that takes into account an activity's social, environmental, and economic effects (people, planet, profit).

Urban Heat Island Effect- The incidence of higher air and surface temperatures caused by the absorption of solar energy and its reemission from roads, buildings and other structures

Wastewater- Water that has been used and contains dissolved or suspended waste materials.

Waste Diversion- Is a management activity that disposes of waste other than through incineration or the use of landfills. Examples include reuse, composting and recycling.

Appendix-Comprehensive Plan Supporting Policies

Community Engagement and Green Economy

GOAL 5-1: NATURAL AND ENVIRONMENTAL RESOURCES. PROVIDE FOR THE PRESERVATION, CONSERVATION AND APPROPRIATE MANAGEMENT OF THE CITY'S NATURAL RESOURCES SO THAT THE ECONOMIC, EDUCATIONAL, ENVIRONMENTAL, SOCIAL AND AESTHETIC VALUES THAT THEY PROVIDE TO THE COMMUNITY ARE PRESERVED AND ENHANCED AND ARE AVAILABLE TO FUTURE GENERATIONS.

OBJECTIVE 5-1.1: AIR QUALITY AND CLIMATE CHANGE. Winter Park shall contribute to a regional and statewide effort to attain satisfactory air quality in central Florida at a condition at or better than state and federal air quality standards through the implementation of the following policies. Winter Park should also reduce air emissions (including carbon) that contribute to global climate change.

Waste Diversion and Recycling

OBJECTIVE 4-3.1: EFFICIENT SOLID WASTE COLLECTION AND DISPOSAL. Provide safe, sanitary and efficient solid waste collection and contract disposal for all properties within the City and encourage reduction of waste through recycling programs.

OBJECTIVE 5-1.11: MANAGING DISPOSAL OF WASTES. The City shall assure that generation, storage, transport, and disposal of wastes in Winter Park are managed with the best available technology to protect environmental quality.

Policy 4-3.1.7: Public Awareness Program. Continue a public awareness program jointly developed by the City and Waste Management to inform and educate residents on the environmental and cost benefits associated with recycling.

Policy 4-3.1.8: Implement Recycling Programs. Continue to provide the actions necessary for implementation of the inter-local agreement for county-wide recycling and disposal requirements.

Mobility and Urban Form

Transportation Element Mission: “Winter Park will continue to be a walkable, pedestrian and bicycle-friendly, sustainable, treed, relaxed, beautiful, safe, urban village that promotes neighborliness and courtesy among its citizens and visitors.”

2-1: TRANSPORTATION GOALS, OBJECTIVES, AND IMPLEMENTING POLICIES. This section stipulates goals, objectives, and implementing policies for the Transportation Element pursuant to 9J-5, FAC. The purpose of this element is to provide

guidance for appropriate plans and policies needed to insure a walkable, pedestrian and bicycle-friendly, treed, relaxed, beautiful, safe, urban village that promotes neighborliness and courtesy among citizens and visitors.

OBJECTIVE 2-1.1: SAFE AND BALANCED MULTIMODAL SYSTEM. The design and character of the streets within Winter Park shall create a safe, balanced multimodal transportation system that promotes and supports the broad transportation needs of current and future Winter Park residents.

Policy 2-1.1: Transportation System Principles. The continuous improvement of the City's transportation system is dependent on coordinating all improvements to the transportation network and to develop improvements that support that network. The Transportation Element Goal recognizes transit, bicycle and pedestrian activities as alternative modes of transportation for each street in the community.

Policy 2-1.2: Final Design for Streets. The City shall seek citizen and business participation in those decision-making processes related to the transportation planning process, roadway modifications, transit service, the provision of bicycle and pedestrian amenities, and other design characteristics.

Policy 2-1.3: Traffic Calming Improvements to Local Streets. The City shall periodically monitor the traffic levels on Local streets. The City shall design and build appropriate traffic calming measures to encourage vehicular speed appropriate for the neighborhood where warranted.

Policy 2-1.4: Implementing Regulations. The City shall utilize land use, zoning, the Land Development Code, concurrency management, transportation impact analyses, proportionate fair share and other applicable regulations to coordinate the design of network facilities, transit corridors, bicycle and pedestrian facilities, appropriate setbacks, rights-of-way, and centerlines of the roadway network. At a minimum, the City will revise applicable regulations to incorporate the following policies for all roadways:

- The City shall promote the development of an interconnected street network.
- The City shall prohibit the construction of cul-de-sacs, unless required by terrain.
- The City will install stops signs and intersection signalization according to the warrants in the Manual on Uniform Traffic Control Devices (Millennium Edition).
- The City will evaluate the elimination of access to businesses through the installation of street medians on a case-by-case basis.
- The City does not support the conversion of two-way streets to one-way streets without full consultation of the impacted parties.
- The City shall prohibit the construction of gates for residential neighborhoods or subdivisions.

Policy 2-1.15: Street Tree Program. The City will continuously fund its Street Tree Program. The City shall revise current procedures in the Street Tree Program on Arterial, Collector and Local roadways to further the following principles:

- Trees shall be installed in areas equal to or larger than 25 square feet.
- The City shall fund the installation of street trees.
- The City shall initiate the installation of trees on all Arterial, Collector and Local Streets and shall maintain an ongoing tree maintenance program.
- The installation of the trees will be made in accordance with applicable State, County and local roadway design standards, including but not limited to recovery areas and line of sight standards.

Policy 2-5.1: Reducing Travel Demand through Land Use. When compatible with surrounding development, the City will require land use mix, density and site plan layout/phasing which supports reduced travel demand, shortened trip lengths, higher internal capture, and balanced trip demand.

Policy 2-5.5: Additional Demand Management Techniques for Developments Impacting Streets within the City. New or expanded Developments of Regional Impacts (DRI) and large scale Planned Developments whose traffic is projected to utilize the City’s transportation network shall be subject to additional enhancement techniques and activities. To decrease the peak-hour demand on the City’s transportation network, tenants shall participate in transportation demand management activities. These activities may include, but are not limited to:

- Ride-sharing,
- Transit and bicycle accessibility,
- Staggered work hours.

Policy 2-5.6: Facilitate Vehicular Miles Travel Reduction with Major Institutions
The City will work with large institutions and employers, including but not limited to Rollins College and Winter Park Memorial Hospital, to develop Transportation Demand Management measures, which may include but are not limited to a carpool program, transit subsidies, and parking programs, to reduce the vehicle miles traveled associated with students, faculty, staff, and visitors of each institution or employer.

Policy 5-1.1.1: Transportation Alternatives. The City shall continue to plan for transportation alternatives to gasoline-powered automobiles by planning efficient pedestrian and bicycle systems and by evaluating future feasibility for multimodal systems, including bus and passenger rail transit, and by adapting streets, and parking structures to facilitate the use of alternatively powered vehicles such as electric and hybrid cars.

Policy 5-1.1.2: Support Transit Service. The City shall continue to support transit service within Winter Park, including annual allocation of city funds for such service when such services provide a direct benefit to Winter Park residents and businesses and meet City goals and objectives. Where possible such, service should include alternatively powered vehicles.

Policy 5-1.1.3: Urban Form and Pattern. The City shall integrate land use patterns and transportation systems by assuring that character, design, and intensity of development is

compatible with adjacent transportation infrastructure and services. The City shall continue to facilitate an urban form following planning concepts inherent to neo-traditional neighborhood planning philosophies (i.e., grid system street pattern, residential and non-residential uses within walking distance, public open spaces and plazas).

Buildings, Energy and Water

Policy 5-1.1.10: Energy Conservation and Alternative Energy Use. Because the City of Winter Park now owns the electric utility serving the city, it is able to pursue policies and programs designed to conserve energy and to make use of alternative energy sources. The City shall consider: 1) Incentives and provide technical assistance for commercial and residential energy conservation, 2) Incentives for the installation of solar power generation and solar hot water heating by its residential and commercial customers, 3) The purchase of “green power” for sale to its customers.

OBJECTIVE 5-1.3: PROTECTION OF POTABLE WATER RESOURCES. The City shall conserve, appropriately use and protect the water quality and quantity of current and projected water sources through the implementation of the following policies.

Policy 5-1.3.4: Utility Rate Structure. The City shall encourage and foster water conservation through its inverted water utility rates. The City shall periodically evaluate the utility service’s water rate methods and service to determine if rate adjustments are necessary to discourage overuse.

Policy 5-1.3.5: Public Education. The City shall support public awareness of water conservation needs through informative and education material made available to residents and business through mediums such as notices included with water bills and postings on the City’s web site. The City shall also cooperate with the SJRWMD regarding its public education programs that promote water conservation.

Policy 5-1.3.9: Drought-Tolerant Landscaping. Landscape standards shall continue to include requirements for the use of low-water tolerant plant species as well as the installation of rain or moisture monitor devices for irrigation systems.

Policy 5-1.3.10: Incentives for Use of Low-Water Tolerant Landscaping. The City shall allow the elimination of a required irrigation system when a landscape plan is approved by the Parks Department that includes the use of native plants and other vegetation which will survive without irrigation, while still achieving the landscape buffering.

Policy 5-1.3.11: Water-Saving Fixtures. By 2009, the City shall require the use of water saving plumbing fixtures for all new development. For building rehabilitation or remodeling projects, the City shall evaluate and consider adopting incentives to encourage plumbing fixture retrofits for water-saving fixtures. Public fountains installed at City parks and facilities after the effective date of the City of Winter Park Comprehensive Plan shall be designed to use recirculating water.

Policy 5-1.3.14: Extension of Gray Water/Re-Use Lines. The City shall encourage the extension of gray water systems and re-use lines to those developed areas of Winter Park currently not served by such systems. If such coordination efforts reveal that extension of re-use lines is not financially feasible, the City shall investigate potential grant funds administered by state or federal agencies that may be eligible to assist with the extension of such systems.

Policy 5-1.12.3: Protection of Designated Historic Sites. The City shall continue to preserve historic and archaeological resources and protect these resources from adverse impacts of development.

Policy 3-1.3.10: Implement of Green Building Practices and Programs. The City shall develop criteria that ensures that housing developed with public subsidies be cost effective to build, durable and practical to maintain. The green building practices criteria should ensure that housing developed with public subsidies results in high-quality, healthy living environments, lower utility costs, enhanced connections to nature, protection of the environment by the conservation of energy, water, materials and other resources, and the advancement of the health of local and regional ecosystems.

Natural Resources and Systems

Policy 2-1.11: Preserve and Enhance Existing Tree Canopy. Street trees should be an integral part of every street. The City will include landscaping in all transportation infrastructure enhancement projects, including pedestrian ways, bicycle trails, multiuse trails, traffic calming, parking facility and roadway infrastructure investments. To preserve existing canopy trees, the City shall evaluate the impacts of all infrastructure investments within the roadway and pedestrian-way right-of-way on the existing tree canopy. Wherever possible, impacts to the existing tree canopy shall be avoided. Where trees are impacted, the City shall ensure that there is mitigation for the impacts.

OBJECTIVE 5-1.5: PROTECT AND PRESERVE WETLANDS. Preserve, protect, restore and replace wetlands to achieve no net loss of functional wetlands after the adoption of this comprehensive plan. The City shall ensure the protection of wetlands and wetland functional values by prioritizing protective activities with avoidance of impacts as the first priority, minimization of impacts as the second priority, and mitigation for impacts as the third priority.

Policy 5-1.5.5: Protection of Environmentally Sensitive Lands. The City's protection of environmentally sensitive lands shall be to prohibit all development within fifty (50) feet of all designated wetlands, any stream, canal, or lake and within fifty (50) feet of any wildlife habitat containing endangered or threatened species as detailed on Map 5-5 in this element.

OBJECTIVE 5-1.6: PROTECTION OF NATURAL RESOURCES. The City shall conserve and protect the remaining natural systems through appropriate land use designations. All future development or redevelopment of land affecting natural resources shall be consistent with the City of Winter Park Comprehensive Plan.

OBJECTIVE 5-1.7: PROTECT NATIVE VEGETATION AND AQUATIC HABITATS. The City shall protect and retain major vegetative communities, aquatic habitats, and endangered and threatened plant species through implementation of the following policies.

Policy 5-1.7.2: Preservation of Native Plant Communities. Tree protection and land clearing standards within the Land Development Code shall continue to mandate that new development preserve shoreline vegetation, wetlands, and vegetative habits known to serve as nesting areas or habitat for endangered or threatened species, or that mitigate the impacts of runoff on lakes and wetlands.

Policy 5-1.7.3: Removal of Undesirable Exotic Vegetation. All nuisance and invasive exotic plant species shall be removed from development sites by a property owner/developer prior to issuance of a certificate of occupancy.

Policy 5-1.7.5: Use of Native Plants for Landscaping. Landscape plans and plant materials required of new development shall promote the use of native plant species and avoid the planting of exotic plants known to create nuisances.

OBJECTIVE 5-1.8: TREES AND TREESCAPE CONSERVATION AND PROTECTION. The City shall maintain, conserve, and foster the extensive tree inventory and tree canopy within the City.

Policy 5-1.8.1: Tree Planting Program. The City shall maintain, conserve and foster the extensive tree inventory and canopy within Winter Park by continuing an urban forestry program that includes tree planting, and tree maintenance along City right-of-ways and on City owned property, develop and implement educational programs to assist homeowners with the maintenance and care of trees, and the administration of a tree inventory, keeping record of the location and status of trees within public lands and along public right-of-ways. A comprehensive approach to the management of streetscape trees shall include the following:

1. Establish an accurate information database on the existing street tree inventory on a block-by-block basis;
2. Project the useful life expectancy of street trees in order to assess the replacement cost and other implementation requirements. The objective of the data is to assess the likely impact on individual streets when existing street trees die as well as to assess and quantify the requirements for replacement on a block-by-block basis for each fiscal year;
3. As a result of developing accurate forecasts and the costs of the replanting requirements, the City shall develop a funding plan to implement a streetscape tree protection and reforestation program.

Policy 5-1.8.2: Tree Protection from Development Activities. The City shall protect and conserve specimen and other significant trees from destruction by development activities.

OBJECTIVE 5-1.9: PROTECT FISHERIES, WILDLIFE, AND WILDLIFE HABITATS. The City shall conserve habitat for fish, wildlife, and aquatic species including species that are threatened and endangered.

Policy 5-1.9.1: Conduct an Inventory of Natural Habitats. The City shall work cooperatively with others environmental interest groups and agencies having jurisdiction to conduct an inventory of natural habitat remaining within its boundaries

Policy 5-1.9.2 Protect and Restore Areas of Existing Wildlife Habitat. The City shall protect areas of important wildlife habitat through appropriate restoration and management of City owned land, through acquisition of remaining open space, and through application of measures to prevent the filling and development of wetlands.

Local Food and Agriculture

None

Local Government Operations

Policy 5-1.1.11: Green Technology for Municipal Buildings. The City shall consider the feasibility of retrofit in existing municipal buildings and design new buildings to minimize the use of energy, water and other resources, to facilitate the generation of solar power, and to serve as examples for others of environmental sustainability.

Policy 5-1.1.9: Promote Alternative Transportation Fuels. As part of the capital purchasing process for new motor vehicles used to transport City staff serving functions other than life/safety or maintenance operations, the City shall consider the costs and benefits of vehicles powered by alternative fuels or engine design, such as hybrid or electric vehicles.

Policy 4-5.2.1: Water Reclamation. The City shall continue to apply treated effluent as reuse water for irrigation within parks, open space areas, golf courses, and cemeteries. Reuse lines shall be expanded as opportunities arise to provide additional areas of the City with reclaimed water for irrigation purposes. Expansion of the reuse lines and reclaimed water shall also occur consistently with requirements set forth by the St. Johns River Water Management District within the City's consumptive use permits.

Policy 4-5.2.3: Promote Low Water Use Landscaping and Plants. At least fifty (50%) percent of landscape plants used to meet City landscaping requirements for new development and redevelopment shall use native or drought resistant vegetation.

Policy 4-5.2.5: Water Conservation Fixtures. New construction shall be required to use water fixtures that efficiently distribute water in a manner that reduces overuse and promotes water conservation.

Appendix-FGBC Green Local Government Credits Needed to achieve Platinum Level

○ 120 points needed	
▪ Community Engagement & Green Economy =	6
▪ Waste Diversion & Recycling =	21
▪ Mobility & Urban Form =	13
▪ Buildings, Energy & Water =	64
▪ Natural Systems & Resources =	9
▪ Local Food & Agriculture =	5
▪ Local Government Operations =	<u>87</u>
▪ Total Points Identified =	194

Community Engagement & Green Economy

- Green education to local lending / real estate industry (1 point).
- Incentives for location of green businesses within city/county. (1 point)
- Create or promote a green business certification program. (1 point)
- Budget for publicity / education related to the local government's commitment to the Florida Green Local Government Standard. (1 point)
- Conduct a green building awards program. (1 point)
- Place signs and/or brochures at green features of public amenities for their benefits. (1 point)

Waste Diversion & Recycling

- Offer recycling collection services and an education program for businesses. (1 pt)
- Provide recycling collection services and an education program to residents living in multifamily dwellings (apartments, condos, duplexes) (up to 5 pts)
- Incentives for local business who utilize EPP or other solid waste reduction strategy (1 pt)
- Mandatory recycling of typical recyclables for homes and businesses (1 pt)
- Mandatory recycling program for large volumes (wood, cardboard, metal, concrete, etc.) of construction and demolition (C&D) debris targeting building, contractors, and developers (2 pts)
- Offer waste assessments to businesses (1 pt)
- Volume based or special rates for solid waste collection (1 pt)
- Offer mulched yard waste to community (1 pt)
- Require recycling at all local government buildings (1 pt)
- Develop a program of composting food waste (1 pt)
- Develop a program of yellow and/or brown grease recycling (1 pt)
- Promote the EPA's Environmental Preferable Purchasing (EPP) program, recycling and other waste reduction strategies to local businesses (1 pt)
- Develop education program for solid waste management (1 pt)

- Offer educational materials and technical assistance on recycling to schools, businesses and special events (arenas, stadiums, convention centers) to increase recycling program participation (2 pts)
- Conduct a customer waste survey (1 pt)

Mobility & Urban Form

- Analyze public transportation route system to determine connectivity to bicycle and pedestrian network (1 point)
- and submit examples of project accomplishments implemented within 5 years of plan completion (1 point)
- Develop a system of sustainable community indicators related to local government planning. Link indicators to a GIS system (3 points).
- Maintain a bicycle / pedestrian coordinator on staff (1 point)
- Implement FDOT “12 Steps Towards Walkable Communities” into planning process. (2 points).
- Healthy street design is official local government policy (1 point)
- Encourage mixed-use zoning / development (1 point)
- Institute a bicycle sharing program (1 point)
- Make amends for vehicles to accommodate bicycles (1 point)
- Engage in carpool/vanpool assistance (1 point)

Buildings, Energy & Water

- Offer green building or green local government education to the community. (1 point)
- Create and maintain an electronic database of all building energy code compliance. (5 points)
- Create and maintain an electronic database of all green and energy ratings conducted on all buildings and land developments within the city/county. (5 points)
- Offer an incentive(s) for FGBC or LEED certified commercial and institutional buildings. (4 points)
- Offer an incentive(s) for FGBC or Energy Star certified green homes. (4 points)
- Offer an incentive(s) for FGBC certified green developments. (4 points)
- Department offers classes to industry professionals that detail any green incentives or regulations present. (1 point)
- Department advertises and offers incentives for local construction industry professionals to attend green building classes offered by others. (1 point)
- Conduct a green building awards program. (1 point)
- Publicity and case studies for green building. (1 point)
- Incentives for green redevelopment. (2 points)
- Offer green power. (1 point)
- Voluntary funding of green power through customer billing. (1 point)
- Rate structures based on consumption. (1 point)
- Initiate a community-wide energy efficiency challenge. (2 points)
- Construct/renovate green housing units. (1 point per living unit, maximum 20 points)

- Affordable housing constructed by city/county and other parties mandated green. (1 point)
- Offer incentives for construction of green affordable housing. (1 point)
- Offer incentives for location efficient affordable housing. (1 point)
- Remodeling of affordable housing mandated green. (1 point)
- Create a reclaimed water infrastructure. (2 points)
- Conduct energy audit of treatment facilities. (1 point)
- Use cogeneration. (1 point)
- Adopt policies to encourage alternative onsite wastewater and water reuse technologies and approaches. (1 point)
- Adopt Appendix C of the Florida Building Code related to gray water. (1 point)

Natural Systems & Resources

- Develop a system of sustainable community indicators and link to GIS. (2 points)
- Assist other departments with the tracking of indicators related to their function. (5 points)
- Maintain or reduce net impervious surface area through zoning decisions. (1 point)
- Minimize urban heat island effect and stormwater runoff. (1 point)

Local Food & Agriculture

- Offer incentives to maintain/create certified organic farms within the city/county or to incorporate sustainable and water efficient agriculture. (1 point per incentive–maximum 5 points)

Local Government Operations

- Offer incentives for construction of green affordable housing. (1 point)
- Offer incentives for location efficient affordable housing. (1 point)
- Remodeling of affordable housing mandated green. (1 point)
- Create a reclaimed water infrastructure. (2 points)
- Conduct energy audit of treatment facilities. (1 point)
- Use cogeneration. (1 point)
- Adopt policies to encourage alternative onsite wastewater and water reuse technologies and approaches. (1 point)
- Adopt Appendix C of the Florida Building Code related to gray water. (1 point)
- Green City Fleet Management and Vehicle Maintenance (63 points)
- Participate in Cities for Climate Protection Campaign (1 point)
- Develop a local government energy reduction plan. (1 point)
- Develop a local government solid/hazardous waste reduction plan. (1 point)
- Become a member of USGBC. (1 point)
- Construct LEED or FGBC certified buildings or renovate for LEED BD+C or ID+C. (1 point per 10% of owned or leased facilities)
- Employ green cleaning and maintenance procedures. (1 point per 20% of owned or leased

- facilities)
- Implement an ISO 14001 Environmental Management System (1 point per department maximum 5 points)
 - Adopt green cleaning/maintenance practices available from FL DEP (5 points)
 - Utilize Renewable Energy on Energy Efficient Buildings (1 point per building, maximum 5 points)
 - Organize green building education for local government staff. (1 point)

Appendix- LEED for Neighborhood Development rating system

Community Engagement & Green Economy

- Community Outreach and Involvement (up to 2 pts)
- Green training for contractors, trades, operators and service workers (1 pt)

Waste Diversion & Recycling

- Recycled content in infrastructure (1 pt)
- Solid waste management infrastructure (1 pt)

Mobility & Urban Form

- Preferred Locations (up to 10 pts)
- Locations With Reduced Automobile Dependence (up to 7 credits)
- Bicycle network and storage (1 pt)
- Housing and jobs proximity (up to 3 pts)
- Walkable streets (up to 12 pts)
- Compact development (up to 6 pts)
- Mixed-use neighborhood centers (up to 4 pts)
- Reduced parking footprint (1 pt)
- Street network (up to 2 pts)
- Transit facilities (1 pt)
- Transportation demand management (up to 2 pts)
- Brownfields redevelopment (up to 2 pts)

Buildings, Energy & Water

- Certified green building (required, up to 5 pts)
- Minimum building energy efficiency (required, up to 2 pts)
- Minimum building water efficiency (required, 1 pt)
- Water efficient landscaping (1 pt)
- Wastewater management (up to 3 pts)
- Existing building reuse (1 pt)
- Historic resource preservation and adaptive use (1 pt)
- Solar orientation (1 pt)
- On-site renewable energy sources (up to 3 pts)
- District heating and cooling (up to 2 pts)
- Infrastructure energy efficiency (1 pt)
- Light pollution reduction (1 pt)

Natural Systems & Resources

- Smart Location, Preferred locations (required, up to 10 pts)
- Imperiled species and ecological communities conservation (required)

- Wetland and water body conservation (required)
- Floodplain avoidance(required)
- Site design for habitat or wetland and water body conservation (1 pt)
- Restoration of habitat or wetlands and water bodies (1 pt)
- Long-term conservation management of habitat or wetlands and water bodies (1 pt)
- Tree-lined and shaded streets (up to 2 pts)
- Minimized site disturbance in design and construction (1 pt)
- Rainwater management (up to 4 pts)
- Heat island reduction (1 pt)

Local Food & Agriculture

- Agricultural land conservation (required)
- Local food production (1 pt)

Appendix- Winter Park Community Greenhouse Gas Emissions Inventory

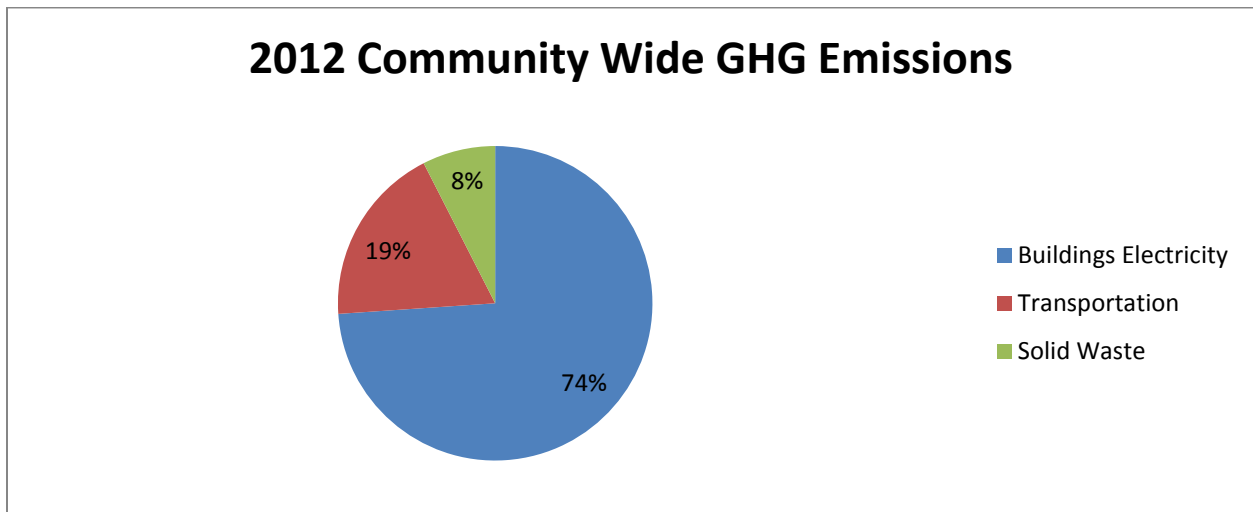
Sector	GHG Emissions	%	Units Measured	
Buildings Electricity	293,534	74%	kWh	416,035,885
Transportation	73,709	19%	VMT	225,373,461
Solid Waste	29,832	8%	Ton	35,357
Total	397,075			

Source:

<http://www.epa.gov/cleanenergy/energy-resources/calculator.html#results>

<http://www.epa.gov/cleanenergy/energy-resources/calculator.html#results>

http://epa.gov/epawaste/conserve/tools/warm/Warm_Form.html



Appendix- What is Pay As You Throw?

In communities with pay-as-you-throw programs (also known as unit pricing or variable-rate pricing), residents are charged for the collection of municipal solid waste—ordinary household trash—based on the amount they throw away. *This creates a direct economic incentive to recycle more and to generate less waste.*

In Winter Park, residents are currently charged a fixed fee through utility billing for waste collection, regardless of how much—or how little—trash they generate. Pay-As-You-throw (PAYT) breaks with this older approach by *treating trash services just like electricity, water, and other utilities. Households pay a variable rate depending on the amount of service they use.*

Gainesville PAYT Case Study

Before variable-rate pricing, the cost to individuals for service was hidden. Residential users did not have an apparent reason to limit their disposal habits. *Now, Gainesville's variable-rate pricing generates a visible monthly charge that has resulted in a substantial reduction in both solid waste and the costs associated with its disposal.*

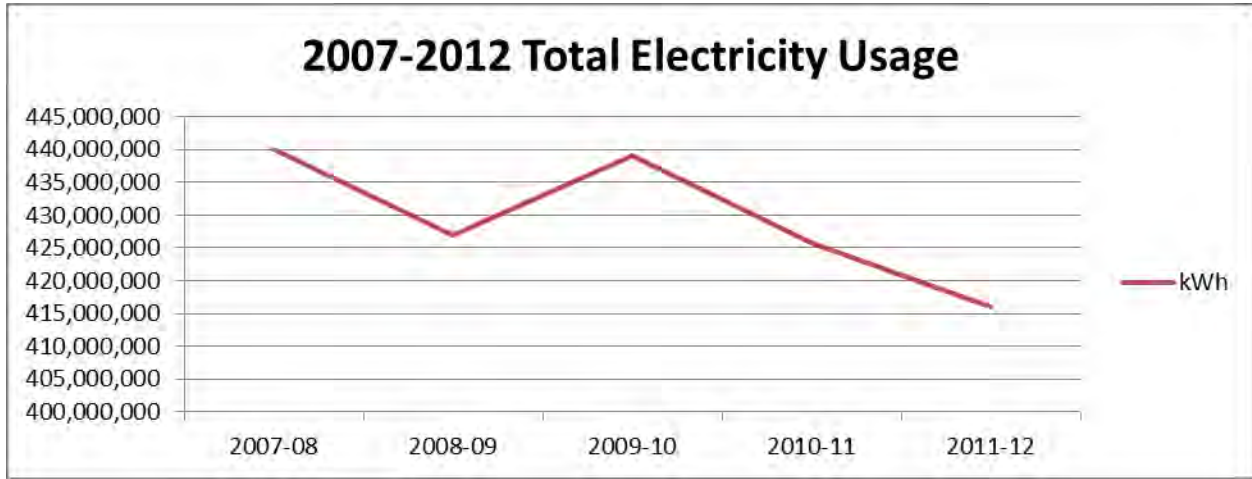
The new contract in 1994 for solid waste service included a variable rate for residential collections: *residents pay \$13.50, \$15.96, or \$19.75 per month according to whether they place 35, 64, or 96 gallons of solid waste at the curb for collection. Recycling service is unlimited.*

The results of the first year of our program were amazing. *The amount of solid waste collected decreased 18 percent, and the recyclables recovered increased 25 percent! The total disposal tonnage decreased from 22,120 to 18,116. This resulted in a savings of \$186,200 to the residential sector, or \$7.95 per home.*

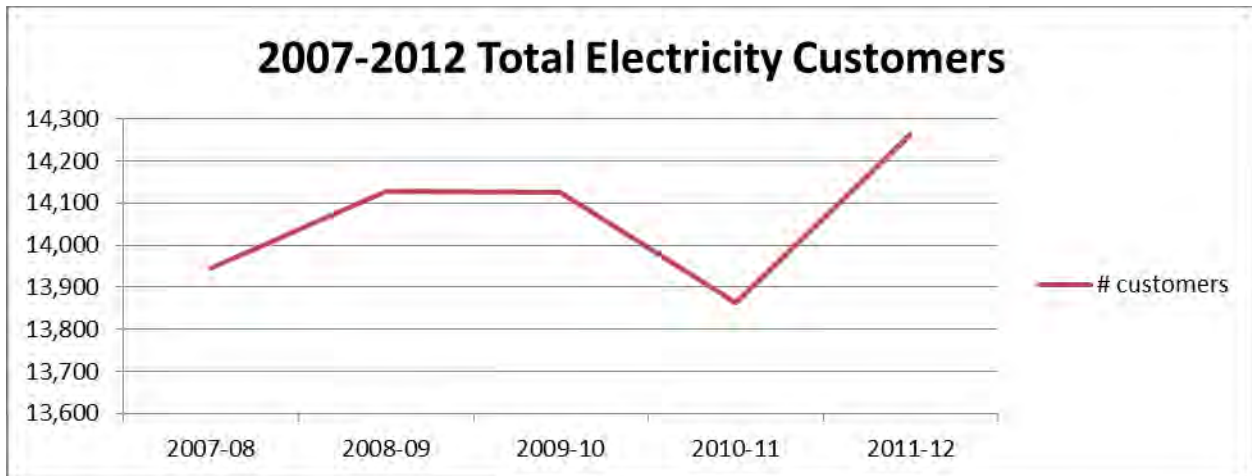
Gainesville's move to a cart-based, variable-rate residential collection system did more than just increase the rate of recovery and minimize disposal needs. The distribution of system costs is more equitable. Residents make the choice of service delivery based on individual waste-generation habits. This reduces the level of subsidy that unlimited, flat-rate collection systems encounter.

Source: <http://www.epa.gov/osw/consERVE/tools/payt/tools/ssgaines.htm>

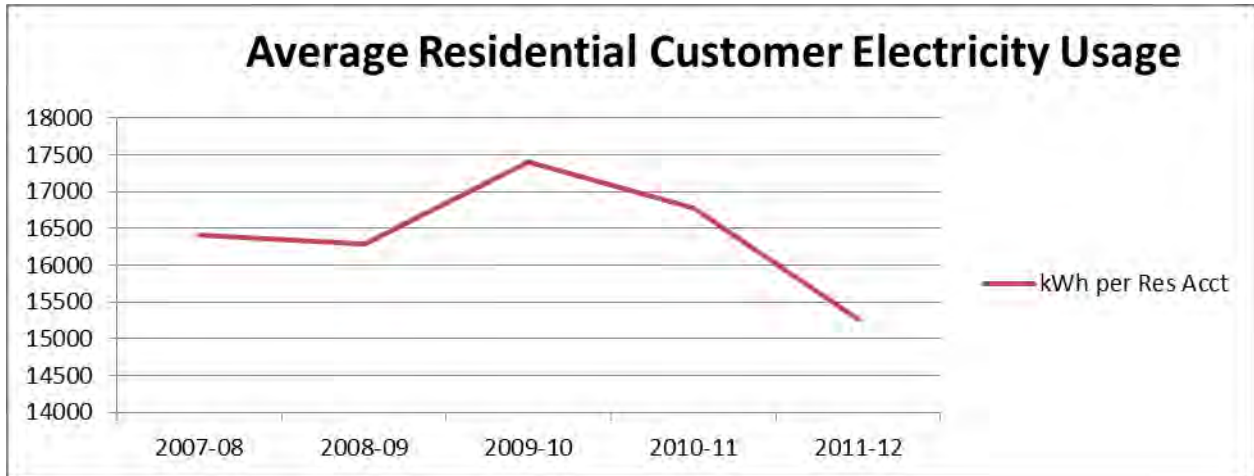
Appendix- Winter Park Energy and Water Usage Trends



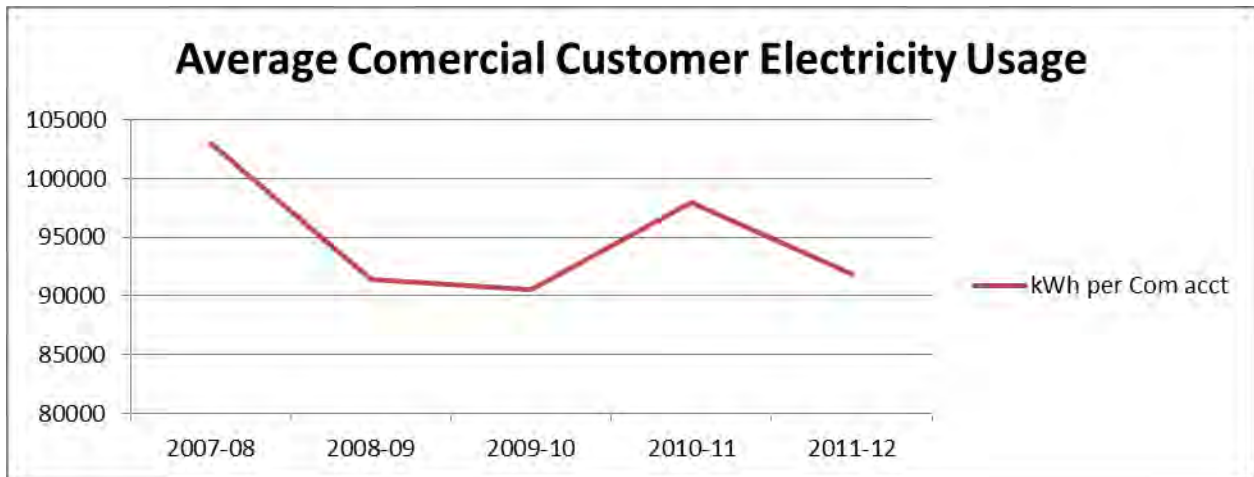
Source: 2012 City of Winter Park Comprehensive Annual Financial Report Table 22



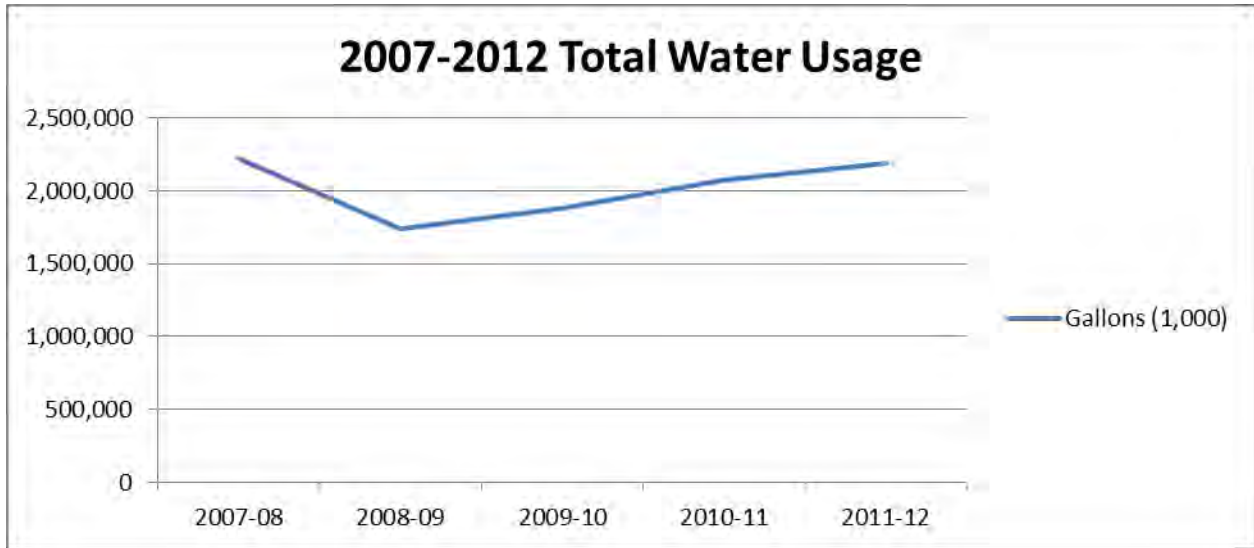
Source: 2012 City of Winter Park Comprehensive Annual Financial Report Table 22



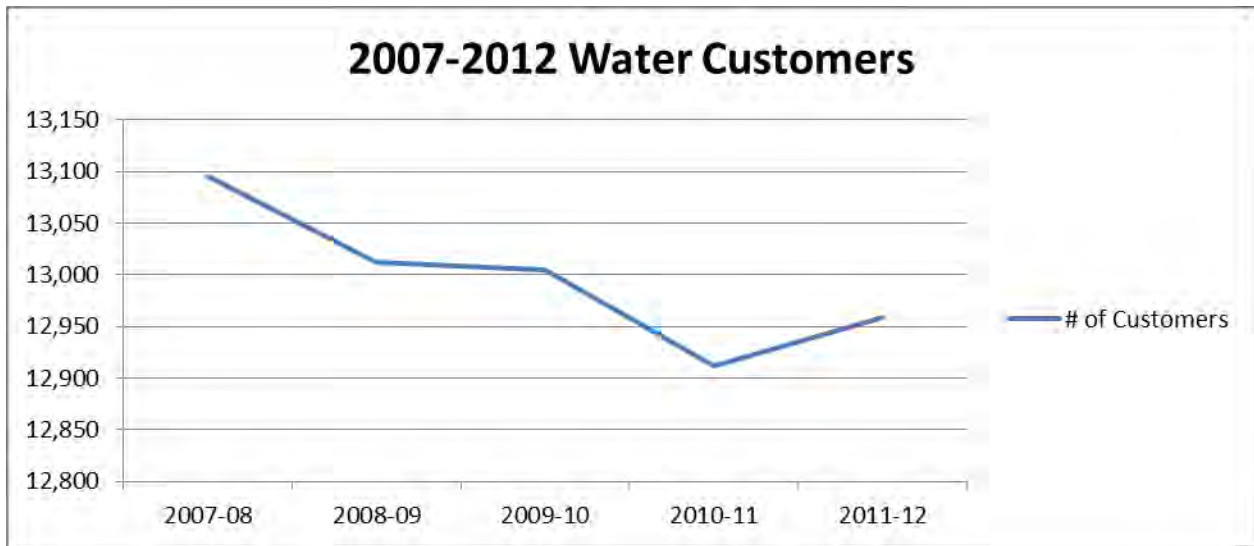
Source: 2012 City of Winter Park Comprehensive Annual Financial Report Table 22



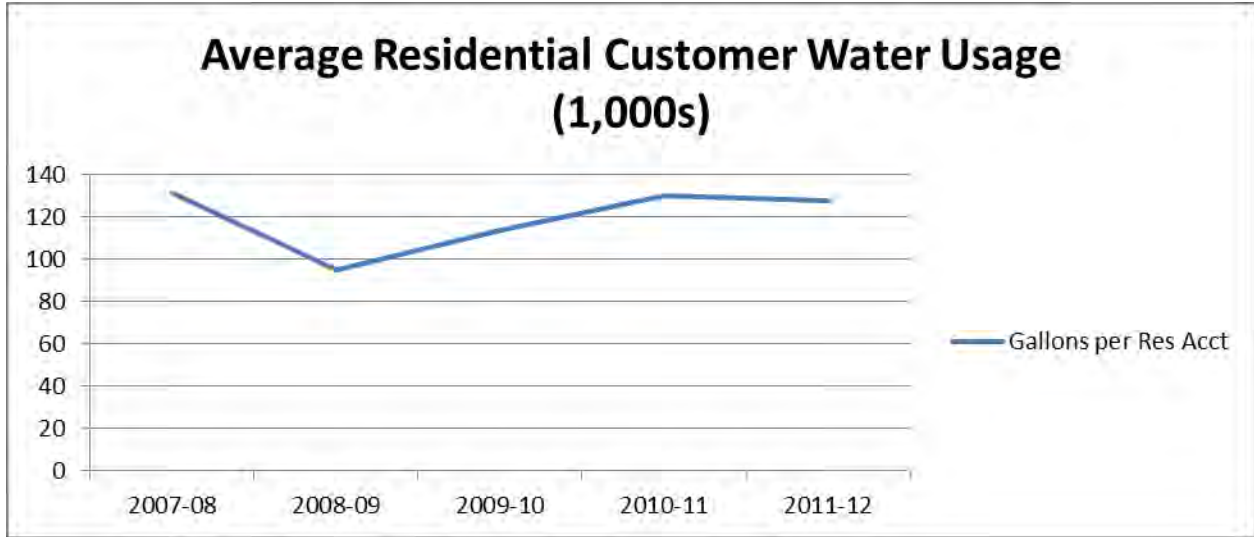
Source: 2012 City of Winter Park Comprehensive Annual Financial Report Table 22



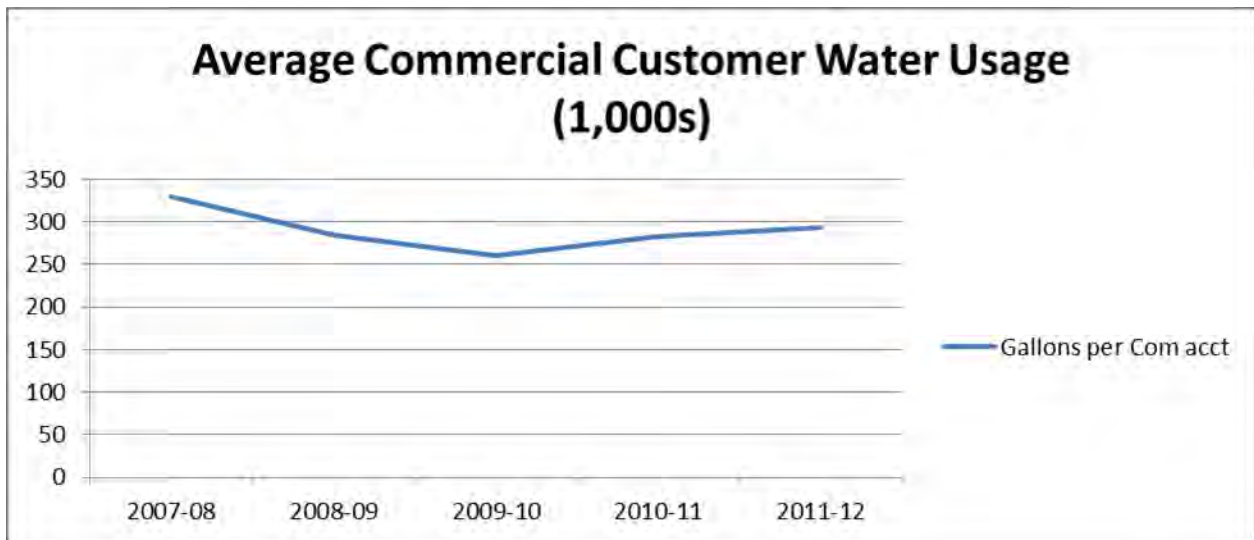
Source: 2012 City of Winter Park Comprehensive Annual Financial Report Table 20



Source: 2012 City of Winter Park Comprehensive Annual Financial Report Table 19

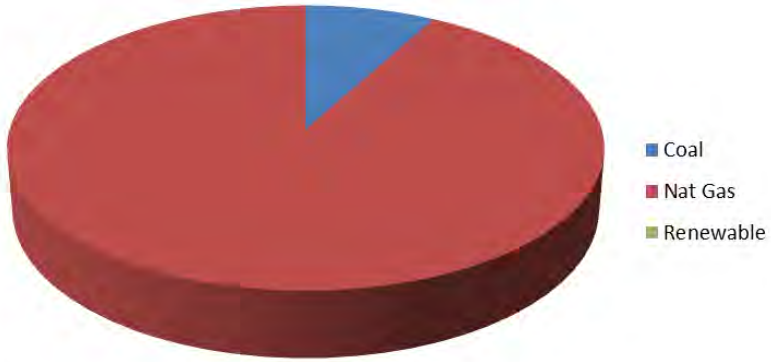


Source: 2012 City of Winter Park Comprehensive Annual Financial Report Table 19 and Table 20



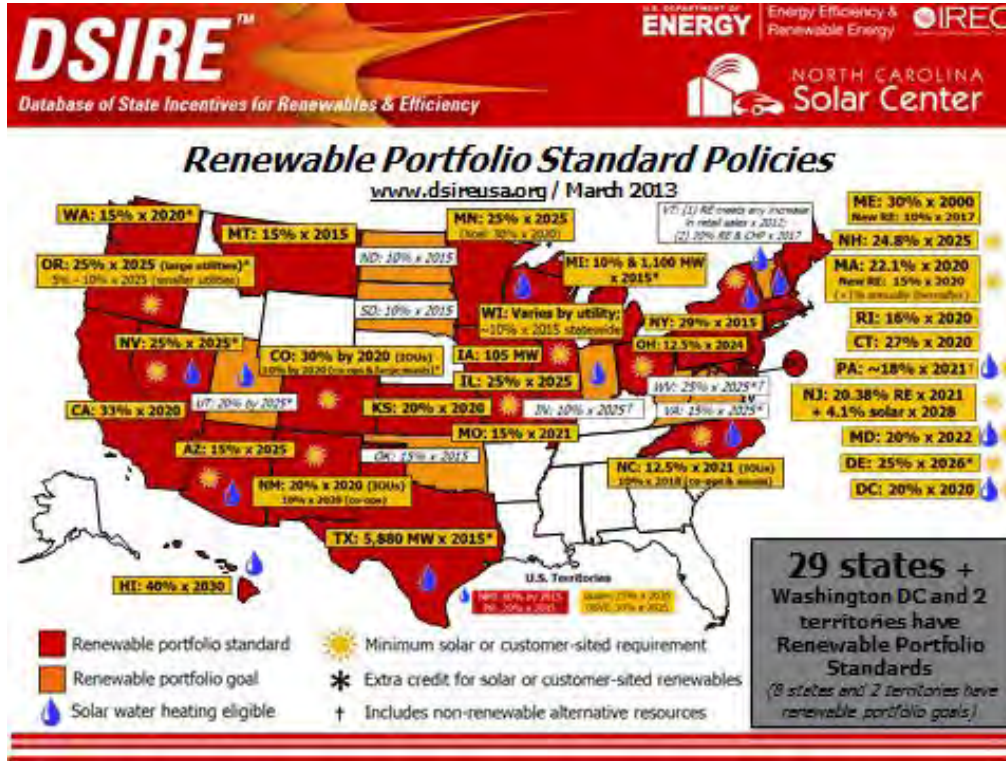
Source: 2012 City of Winter Park Comprehensive Annual Financial Report Table 19 and Table 20

2012 Electric Utility Portfolio

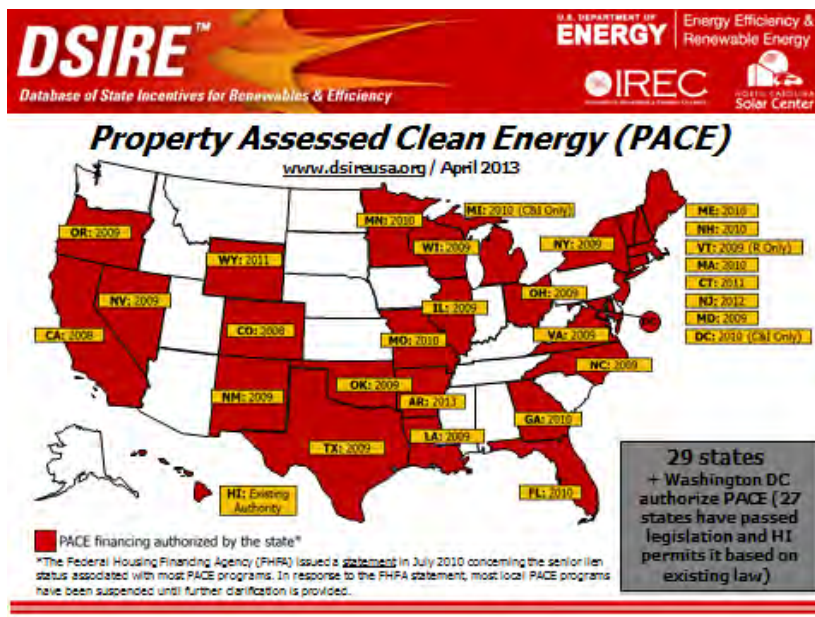


Appendix- United States Department of Energy DSIRE Maps

Renewable Portfolio Standards



PACE Financing Policies



Appendix- Winter Park Tree Canopy Report

Winter Park Tree Canopy Report

October 2013

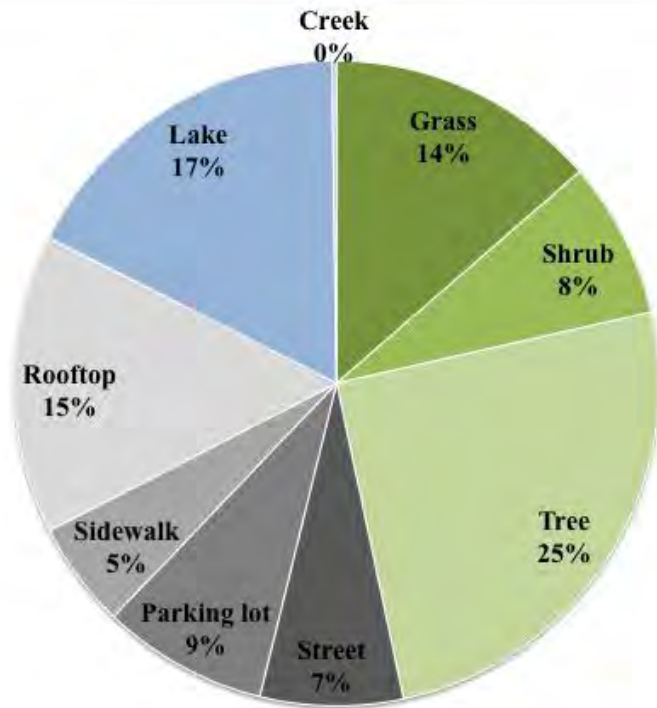
The data for this report was compiled using i-Tree Canopy v5.1 software. Results were captured from Google Maps aerial photography at random points to conduct a cover assessment within the boundaries of Winter Park, Florida. The boundaries were drawn onto Google Maps following the outline of the Orange County Property Appraiser map of Winter Park (Figure 1).

Figure 1. Map of Winter Park used to assess canopy cover.



The cover categories from most to least common are as follows: Tree, Lake, Rooftop, Grass, Parking lot, Shrub, Street, and Sidewalk (Figure 2). In total, Winter Park is made up of 46.7% herbaceous surfaces, 35.8% impervious surfaces, and 17.5% lakes.

Figure 2. Winter Park cover assessment results for October 2013.



Results of this study:

Winter Park’s tree cover percentage is approximately one quarter of the total area, and according to the EPA Greenhouse Gas Equivalencies Calculator, this represents 1150 metric tons of carbon sequestration annually. It is projected that if the percentage of canopy cover were to increase to 40 percent of total land area, then the annual carbon sequestration would raise to 1826 metric tons. Likewise, if canopy were to cover 50 percent of total land area, there would be 2282 metric tons of carbon sequestered annually; if canopy were to cover 60 percent of total land area, there would be 2739 metric tons of carbon sequestered annually; if canopy were to cover 75 percent of total land area, there would be 3424 metric tons of carbon sequestered annually.

Carbon sequestration in trees:

Plant composition is increasingly recognized as an important biotic factor influencing carbon assimilation and loss within ecosystems (Dorrepal 2007). 49 percent of Florida's land area is covered with trees, which accounts for about 5.8 million tons of atmospheric carbon sequestration per year, or a positive environmental impact worth \$29 million (Salisbury 2005). Since land-use change is the second leading source of CO₂ emissions after fossil fuel combustion (Watson 2000), it is important to restore the natural environment by planting trees to offset our carbon footprint. It is urgent to protect existing trees and start sooner rather than later to execute an action plan for planting even more trees, especially because carbon accumulation of a growing tree is slow in the early years and increases later during the strong growth period (Gorte 2009).

Proposal for rooftop gardens and tree planting zones:

With proper planning and citizen support, it is possible to reach the first canopy goal for Winter Park to increase tree cover from today's 25.2 percent to 40 percent by 2030. In order to realistically reach this goal, it is important to target which specific areas are in need of the most improvement. The results of this study demonstrate that rooftops and segregated areas in Winter Park have the highest urgency for increased tree cover.

To solve the drawback of Winter Park's total 15 percent of rooftop cover, it is recommended that rooftop gardens be implemented to not only increase canopy cover, but also to improve air quality, conserve energy, reduce storm water runoff, and lessen the urban heat island effect. If rooftops were utilized to promote green spaces, up to 684 metric tons of additional annual carbon could be sequestered in those areas alone in Winter Park.

When analyzing the city as a whole, the conspicuous area with the least canopy cover is located directly west of the train tracks. It is recommended that the commercial area on the west side of the train tracks is the first target in establishing a zone to promote a higher density of trees. Not only would planting trees in this area improve the local environment, but it would also raise property values and in turn increase tax revenues for the local government. Once this area has a higher percentage of canopy cover, the entire city of Winter Park should be reassessed as to which locations require any subsequent tree plantings. It is worth noting another apparent area lacking tree cover is Glen Haven Memorial Park,

but due to the nature of the park there will probably always be controversy if tree plantings are recommended upon that property.

Benefits and justification for increased canopy:

Planting trees provides numerous public benefits from promoting shadier, more welcoming civic spaces to breathing cleaner air by reducing our carbon footprint. Besides the social and environmental advantages of planting trees, there are economic incentives since every dollar spent on planting and caring for trees provides the communal benefits worth over two dollars (Brown 2008). Outdoor recreation in Florida is a \$22.3 billion industry, of which \$6 billion can be attributed to forests (Salisbury 2005). If the social and environmental incentives are not enough of a reason to plant more trees, then the economic benefits add yet another perk to this proposal.

In terms of what should be planted, it is suggested that fast-growing species are planted since they are known to sequester the most carbon (Cannell 1999). Perez-Cruzado et al. 2012 states that species selection is an important factor influencing a given area's carbon sink capacity. Hall et al. 2012 distinguishes between planting native versus exotic tree species and their relevance when restoring biodiversity in a landscape. Native trees, such as the sabal palm, should be planted for numerous ecological benefits including the control of invasive species, such as the Australian pine and Brazilian pepper, which already inhibit 15 percent of Florida's public conservation lands and waterways thus affecting eco-tourism at over \$7.8 billion annually (Plant Native Species on Florida Arbor Day 2006). By planting native trees in Winter Park, we can be a part of the restoration effort to protect Florida's natural landscape for future generations.

Comparing Winter Park to other cities:

On a national level, Winter Park's current tree cover results are average, but policies and goals should be put in place to increase the percentage of canopy. When compared to all other regions, the southeast portion of the United States represents the greatest average carbon storage per hectare capacity (Nowak & Crane 2002), and Winter Park should act soon to protect and promote the growth of the natural environment by planting native tree species. Prior canopy research on U.S. cities cites, "tree cover ranged from 53.9 percent in Atlanta to 9.6 percent in Denver; building impervious cover ranged from 27.1

percent in Chicago to 4.8 percent in Kansas City; road and other impervious cover varied from 61.1 percent in New York City to 17.7 percent in Nashville” (Nowak & Greenfield 2012).

Other cities have developed sustainable action agendas, such as the Chicago Trees Initiative, which aims to achieve 20 percent citywide average tree canopy cover by 2020. Currently, Chicago canopies cover 17.2 percent of the city, and nearly 51.9 percent of tree species are native to Illinois. The Chicago Trees Initiative plans to achieve their goal by planting more trees, improving tree maintenance/preservation, educating/empowering urban stewards, and advocating for tree funding/protection. If the results of this study are used to implement proper planning and practical goals, then Winter Park can adopt the Chicago motto, ‘Urbs in Horto’ (City in a Garden), and become a greener, more livable place to call home.

The results of this study should be used:

1. As baseline data for future research on canopy cover in Winter Park.
 - i. 25.2 percent tree cover in October 2013
2. To set canopy goals and assess progress over time.
 - i. Goal: 40 percent tree cover by 2020
3. To brief officials in order to promote well-informed decision-making and justify future funding for local tree programs.

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Appendix- City of Winter Park Energy Usage and Cost

Energy Usage and Cost City of Winter Park 2011-2012

Year	Electricity Use (kWh)	Energy Cost (\$)
2011	7557362.182	\$ 765,835.74
2012	6869673.315	\$ 652,570.25
Difference	-687688.8671	\$ (113,265.49)
	9.10%	14.79%

There was a *reduction* in both Energy Use - Grid Purchase (kWh) and Energy Cost (\$) between the years 2011 and 2012.

Energy Use Savings: 687,688 kWh

Energy Cost Savings: \$113,265.49

ENERGY USAGE/COST CHANGES	2011		2012		Difference		ENERGY STAR SCORE	
	Usage (kWh)	Cost (\$)	Usage (kWh)	Cost (\$)	Usage (kWh)	Cost (\$)		
Azalea Park Rec Cen	1045 Azalea Ln	114179.9978	13752.05047	77099.9906	9513.57	-37080.007	-4238.4805	
Cady Way Bike Trail	2525 Cady Way	23044.98547	2624.82998	24811.9841	2534.329965	1766.99861	-90.500015	
Chamber of Commer	151 W Lyman Ave	129160.0077	13944.23002	108960.01	10977.99991	-20199.998	-2966.2301	
City Hall	401 S Park Ave	849189.9026	83875.09217	562605.94	53518.89738	-286583.96	-30356.195	36
Civic Center	1050 W Morse Blvd	257839.9452	27870.18984	249359.993	24935.49984	-8479.9521	-2934.69	
Dinky Dock Park	410 Ollie Ave	674.003435	240.2299941	489.009319	215.800001	-184.99412	-24.429993	
Farmers Market and	200 W New England Ave	7883.996697	1100.139995	8010.98965	1061.870015	126.992951	-38.26998	94
Fire Rescue Station	1439 Howell Branch Rd	54585.98398	5787.28966	46551.9873	4732.41007	-8033.9967	-1054.8796	
Fire Station #62	300 S Lakemont Ave	130699.9841	13946.89979	114239.963	11446.07021	-16460.021	-2500.8296	
Fleet Peoples Park	2000 S Lakemont Ave	4991.998221	755.690052	3038.01253	502.459996	-1953.9857	-253.23006	
Hannibal Square Heri	642 W New England Ave	32944.98427	3976.119853	32552.9855	3820.960174	-391.99878	-155.15968	
Housing Resource De	700 N Denning Dr	505.0116619	222.3199983	408.997606	206.8600003	-96.014056	-15.459998	
Howell Branch Preser	1205 Howell Branch Rd	3205.011334	541.130023	3180.01134	518.319975	-24.999997	-22.810048	
Mead Gardens	1300 S Denning Dr	36748.00257	5919.679811	36697.0061	5741.579842	-50.996477	-178.09997	
Municipal Works	511 W Swoope Ave	2744899.696	278382.5106	2711799.73	254295.7952	-33099.967	-24086.715	
Palm Cemetery Office	1005 N New York Ave	19227.98711	2439.419967	16485.9886	2013.890003	-2741.9985	-425.52996	
Police Department/Ci	500 N Virginia Ave	2279899.781	221693.2703	2195699.82	200020.5059	-84199.96	-21672.764	
Public Works Admin/C	180 W Lyman Ave	119279.9972	12654.32055	112023.961	11096.38986	-7256.0366	-1557.9307	32
Public Works Compou	1409 Howell Branch Rd	728279.9232	73222.2077	510959.961	48785.46335	-217319.96	-24436.744	
Winter Park Golf Cou	761 Old England Ave	7402.988549	1046.949958	41353.9809	4810.020206	33950.9924	3763.07025	
Winter Park Library	460 E New England Ave	2144.988016	416.489998	2039.00913	390.300037	-105.97889	-26.189961	
WPPD Gun Range Bui	3100 Temple Trl	10573.00575	1424.680044	3038.01253	502.459996	-7534.9932	-922.22005	100

Appendix-Winter Park Local Food Locations

Local Food – Winter Park

Grocery Stores/Markets

- With the list below it is difficult to gauge the amount of products which are locally sourced. With large grocery store chains some products may be produced by Florida companies (such as juices, nuts, etc.), however, the chain may use large distributors to get the product. This practice undermines the purpose of sourcing locally. This same reality is true with fruits and vegetables. The smaller, non-chain businesses such as The Meat House, Lombardi's Seafood, and Eat More Produce, do indeed carry a variety of locally sourced food products. Chamberlin's Market and Café, while larger than the aforementioned markets, also carries local varieties such as Winter Park Honey. The markets that are *ed source locally, the ones unmarked need more research.

Publix - 2295 Aloma Ave. Winter Park, FL 32792-3303. 407-671-3403

Publix - 440 N Orlando Ave. Winter Park, FL 32789-2914. 407-644-1204

Publix - 741 S Orlando Ave. Winter Park, FL 32789-4844. 407-647-3457

Publix - 4270 Aloma Ave Ste 164. Winter Park, FL 32792-9393. 407-657-4902

Winn-Dixie - 7580 University Blvd, Winter Park, FL 32792. 407-677-4500

ALDI - 6766 Aloma Ave, Winter Park, FL 32792. 407-677-0644

Whole Foods Market – 1989 Aloma Ave, Winter Park, FL 32792. 407-673-8788

* The Meat House - 669 North Orange Avenue, Winter Park, FL 32789. 407-629-6328

* Lombardi's Seafood – 1152 Harmon Ave. Winter Park, FL 32789 407-628-3474

* Eat More Produce – 1111 S Orlando Ave. Winter Park, FL 32792 407-647-5292

* Chamberlin's Market and Café - 430 N Orlando Ave. Winter Park, FL 32789 407-647-6661

Restaurants

- The list below details restaurants that offer at least a portion of their menu items from local sources. I called most of the restaurants to confirm local food use. The restaurants in red I thought may have local food options, however, they were not contacted to confirm. Some of the restaurants featured, outwardly market the 'local'

component such as Fresh, Luma on Park, and B&B Junction. Others, such as Café 118, Ethos Vegan Kitchen, and BurgerFi, attempt to purchase locally, however, certain externalities influence decisions such as price. Furthermore, some restaurants are listed that only offer one or a few particular items that are sourced locally, such as Austin Coffee and Film offering Winter Park Honey, and Toasted using bread from a local bakery.

* Prato - 124 N. Park Ave. Winter Park, FL 32792 407-262-0050 - Bulk of menu local, website list farms

* Luma on Park - 290 South Park Avenue in Winter Park, FL 32792 407-599-4111- Bulk of menu local, website lists farms

* Café 118 – 153 E Morse Winter Park, FL 32789 407-389-2233- FL farms when the prices are right

* Ethos Vegan Kitchen 601-B New York Ave. Winter Park, FL 32789 407-228-3898- Farms within FL, mainly stick within Southeast US

Austin Coffee and Film 929 W Fairbanks Ave. Winter Park, FL 407-975-3364- Local honey

[Black Bean Deli 325 S Orlando Ave. Winter Park, FL 32789 407-628-0294](#)

[Power House Café 111 E Lyman Ave. Winter Park, FL 32789 407-645-3616](#)

Stardust Video and Coffee 1842 E Winter Park Rd. Winter Park, FL 32789 407-623-3393 - Mainly produce

Toasted 1945 Aloma Ave. Winter Park, FL 32792 407-960-3922 - Local bread

BurgerFi 538 S Park Ave. Winter Park, FL 32789 407-622-2010 - Local produce within Florida

Fresh 535 W New England Ave. Winter Park, FL 32789 321-295-7837 - All food locally sourced, local roots, Lake Meadow Naturals

Cask & Larder 565 W Fairbanks Winter Park, FL 32789 321-280-4200 – Website claims food sourced locally, did not confirm over phone

Ravenous Pig 1234 N Orange Ave. Winter Park, FL 32789 407-628-2333 – Bulk of food from local sources

B&B Junction 2103 W Fairbanks Ave Winter Park, FL 32789 407-513-4134 – Beef and majority of produce from FL farms

Barnies Coffee Kitchen 118 S Park Ave, Winter Park, FL 32789 407-629-0042

Bosphorous 108 South Park Ave. Winter Park, FL 32789 407-644-8609 -

Winter Park Fish Co. 761 Orange Ave, Winter Park, FL 32789 407-622-6112 – source locally mainly My Yard Farm

Hillstone 215 S Orlando Ave, Winter Park, FL 32789 407-740-4005 – Partial menu food/produce within Florida

Rocco Italian Grill and Bar 400 S Orlando Ave, Winter Park, FL 32789 407-644-7770

CSA

Homegrown Local Food Cooperative - 2310 N Orange Ave, Orlando, FL 32804 407-895-5559 - Not within the boundaries of Winter Park but undoubtedly service some residents and there are no other CSAs in the area.

Community Garden

Our Whole Community Garden - 465 W. Welbourne Ave. Winter Park, FL 32792.

Theodore L Mead Community Garden - 1310 S. Denning Dr, Winter Park, FL 32789.

Calvary Towers Retirement Community – 1099 Clay Street Winter Park, FL 32789 407-645-1099

Depugh Community Garden – 550 West Morse Blvd. Winter Park, FL 32789

Winter Park Towers Garden – 111 South Lakemont Ave. Winter Park, FL 32792



September 28, 2014

Winter Park City Commission
401 S. Park Ave
Winter Park, FL 32798

Subject: Support for KWPB and Sustainable Advisory Board's Sustainability Action Plan

Dear Mayor Bradley and City Commissioners:

I am pleased to offer this letter of support from Healthy Central Florida for the proposed City of Winter Park Sustainability Action Plan (SAP).

We endorse the City of Winter Park's vision is to be the best place to live, work and play in Florida and it aligns with the vision of Healthy Central Florida – to make our community the healthiest in the nation.

We're pleased to see that the objectives in the SAP are quantifiable so that progress can be measured on an annual basis and reported to decision makers and stakeholders. We understand that the plan is a living document intended to evolve over time as Winter Park experiences both progress and challenges.

By integrating elements of this plan, we believe Winter Park will:

- Increase the health and quality of life of residents
- Become more energy independent
- Protect and enhance air quality and natural systems
- Save money and at the same time increase the real and perceived value of living in Winter Park

In reviewing the concepts proposed in the SAP, we at Healthy Central Florida support Winter Park's vision, especially for *Community Engagement; Mobility and Urban Form; Energy and Water; Natural Systems and Resources; Local Food and Agriculture* and all parts of the plan that align with our mission of making Winter Park the healthiest community in the nation.

There are several ways that Healthy Central Florida can partner and assist to help ensure the ongoing success of the Sustainability Action Plan and help bring the City of Winter Park Sustainability Program to its full potential. We have begun these discussions and they will continue.

It is the recommendation of *Healthy Central Florida* that the SAP be formally adopted and supported by the City of Winter Park.

Sincerely,

A handwritten signature in black ink, appearing to read "Jill Hamilton Buss".

Jill Hamilton Buss, Executive Director
Healthy Central Florida
220 Edinburgh Dr.
Winter Park, FL 32792

220 Edinburgh Dr. Winter Park, FL 32792



August 20, 2014

Winter Park City Commission
401 S. Park Ave
Winter Park, FL 32789

Re: Letter of Support for Keep Winter Park Beautiful and Sustainable Advisory Board's proposed Sustainability Action Plan

Dear Mayor Bradley and City Commissioners,

Please accept this letter as a commitment of support from Rollins College for the proposed City of Winter Park Sustainability Action Plan.

We share in the City of Winter Park's vision to be a beautiful and sustainable place to live, work and study. The Sustainability Action Plan that has been drafted by the KWPB&S advisory board is a plan that we can and will support, ensuring that Rollins College is a strong contributor and leader in assisting Winter Park in meeting the goals of the plan.

It is the recommendation of Rollins College that the Sustainability Action Plan be formally adopted and supported by the City of Winter Park.

Sincerely,

Jeffrey G. Eisenbarth
Vice President for Business and Finance & Treasurer



September 10, 2014

Winter Park City Commission
401 South Park Avenue
Winter Park, FL 32798

Subject: Support Letter for Keep Winter Park Beautiful and Sustainable Advisory Board's proposed Sustainability Action Plan

Dear Mayor Bradley and City Commissioners:

Please accept this letter of support from the Historic Preservation Board for the proposed City of Winter Park Sustainability Action Plan (SAP).

The City of Winter Park's vision is to be the best place to live, work and play in Florida for today's residents and future generations. The city's Keep Winter Park Beautiful and Sustainable advisory board has been tasked with the mission to improve the quality, sustainability and aesthetics of our environment in order to create a healthier, more beautiful place to live, work, and play. In support of this mission, the SAP has been drafted and is now being presented for formal adoption.

The purpose of the SAP is to create a roadmap for where the city is today and where it wants to be in the future, in regard to sustainability. It is divided into seven categories, long term objectives and short term actions. The objectives are intended to be quantifiable so that progress can be measured on an annual basis and reported to decision makers and stakeholders. A collaborative, integrated approach is necessary for working toward meeting the objectives outlined in the plan. The plan is a living document intended to evolve over time as Winter Park experiences both progress and challenges.

In reviewing the concepts that are proposed in the SAP, the Historic Preservation Board (HPB) feels the goals, objectives, and actions offer excellent opportunities to support Winter Park's vision. The HPB has a particular interest in the outcomes of this project in the areas of Community Engagement and Green Economy; Waste Diversion and Recycling; Mobility and Urban Form; Buildings; and Natural Systems and Resources which are related to our mission.

It is the recommendation of the HPB that the SAP be supported by the City of Winter Park.

Sincerely yours;

Randall Glidden
Historic Preservation Board Chair

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

PLANNING DEPARTMENT

P 407.599.3290

F 407.599.3499

The logo for 4R Restaurant Group features the letters '4R' inside a circle at the top left. Below this, the word 'RESTAURANT' is written in a large, bold, serif font. Underneath 'RESTAURANT', the word 'GROUP' is written in a smaller, all-caps, sans-serif font, centered between two horizontal lines.

4R
RESTAURANT
GROUP

August 18, 2014

Winter Park City Commission
401 S. Park Ave
Winter Park, FL 32798

Subject: Support Letter for Keep Winter Park Beautiful and Sustainable Advisory Board's proposed Sustainability Action Plan

Dear Mayor Bradley and City Commissioners:

Please accept this as a letter of support from 4R Restaurant Group for the proposed City of Winter Park Sustainability Action Plan (SAP).

The City of Winter Park's vision is to be the best place to live, work and play in Florida for today's residents and future generations. The city's Keep Winter Park Beautiful and Sustainable advisory board has been tasked with the mission to improve the quality, sustainability and aesthetics of our environment in order to create a healthier, more beautiful place to live, work, and play. In support of this mission, the SAP has been drafted and is now being presented for formal adoption.

The purpose of the SAP is to create a roadmap for where the city is today and where it wants to be in the future, in regard to sustainability. It is divided into seven categories, long-term objectives and short-term actions. The objectives are intended to be quantifiable so that progress can be measured on an annual basis and reported to decision makers and stakeholders. A collaborative, integrated approach is necessary for working toward meeting the objectives outlined in the plan. The plan is a living document intended to evolve over time as Winter Park experiences both progress and challenges.

By integrating elements of this plan, Winter Park will:

- Increase the Quality of Life while improving individual and community health
- Become more energy independent
- Protect and enhance air quality and natural systems
- Save money
- Increase economic value

4RSMOKEHOUSE.COM

210 PARK AVENUE NORTH
WINTER PARK, FL 32789



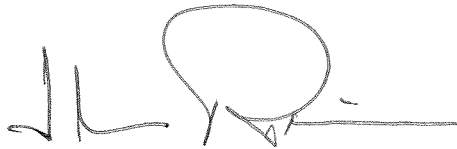
4R
RESTAURANT
GROUP

In reviewing the concepts that are proposed in the SAP, we at 4R Restaurant Group feel the goals, objectives, and actions offer excellent opportunities to support Winter Park's vision. 4R Restaurant Group has a particular investment in the outcomes of this project, as the pursuit of Mobility and Urban Farm, Energy, Local Food and Agriculture, Local Government Operations is an integral part of our mission, with the specific objectives and actions directly impacting our mission.

4R Restaurant Group will assist the project by our commitment to help ensure the ongoing success of the Sustainability Action Plan and help bring the City of Winter Park Sustainability Program to its full potential.

It is the recommendation of 4R Restaurant Group that the SAP be formally adopted and supported by the City of Winter Park.

Sincerely yours;



John Rivers

Chef & CEO

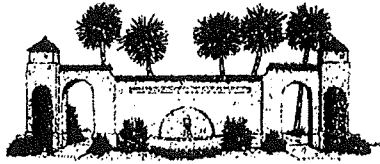
210 North Park Avenue

Winter Park, Florida 32789

4RSMOKEHOUSE.COM

210 PARK AVENUE NORTH
WINTER PARK, FL 32789





ORWIN MANOR

ASSOCIATION

Post Office Box 2367
Winter Park, FL 32790-2367

September 22, 2014

Winter Park Commission
City of Winter Park
401 Park Ave. South
Winter Park, FL. 32789

Re: Support for the Proposed Winter Park Sustainability Action Plan

Dear Mayor Bradley and Commissioners,

The Orwin Manor Association Board is in full support of Keep Winter Park Beautiful and Sustainable Advisory Board's Sustainability Action Plan. We see many ways this will improve the quality of life and make Winter Park and even more attractive place to visit.

We see this as a win-win for the City, its residents and visitors and our environment. Please endorse this plan.

Regards,

A handwritten signature in cursive script that reads "Cathey Bowers".

Cathey Bowers
President
Orwin Manor Association

CITIZENS FOR MANAGED GROWTH
292 SYLVAN BOULEVARD
WINTER PARK, FLORIDA 32789-4046

October 7, 2014

Winter Park City Commission
401 South Park Avenue
Winter Park, Florida 32789

Subject: Support Letter for Keep Winter Park Beautiful and Sustainability Advisory Board

Dear Mayor Bradley and City Commissioners:

Please accept this letter as a commitment of support for the proposed City of Winter Park Sustainability Action Plan from the Citizens for Managed Growth.

The citizens of Winter Park want our tree canopy, green spaces and parks to be well managed and maintained. Also the water quality of our lovely lakes must be monitored and enhanced. The unique beauty of our community must be sustained in order for Winter Park to be the best place to live, work and play. As a group of interested citizens, we support the endeavors to Keep Winter Park Beautiful.

Sincerely yours,

Roderic D. Sward, Chairman
Jacquelyn D. Sward, Treasurer



Orange Audubon Society

(A Chapter of National and Florida Audubon Societies)

PO Box 941142, Maitland, FL 32794-1142

www.orangeaudubonfl.org

October 7, 2014

Winter Park City Commission
401 S. Park Ave
Winter Park, FL 32798

Subject: Support for Sustainability Action Plan

Dear Mayor Bradley and City Commissioners:

On behalf of Orange Audubon Society, a local chapter of the Florida Audubon and National Audubon societies, which has ~ 2000 household members, please accept this letter of support for Keep Winter Park Beautiful and the City of Winter Park Sustainable Advisory Board's proposed Sustainability Action Plan (SAP). Orange Audubon Society is a not-for-profit organization whose mission is to promote public understanding of, and an interest in, wildlife and the environment that supports it.

OAS particularly supports the SAP's Action Plan category Natural Systems & Resources and its objectives to 1. Maintain and expand the urban tree canopy, and 2. Increase overall greenspace. Orange Audubon Society partners with the City of Winter Park in promotion of nature observation opportunities at Mead Botanical Garden (MBG), as this City property is an avian hot spot, particularly in fall and spring migration. Orange Audubon Society has made vegetation management recommendations, including details on invasive species removal, as part of MBG's planning process.

The other category in the SAP of primary interest to Orange Audubon Society is Buildings, Energy & Water and the objective to 1) Reduce community wide greenhouse gas emissions from electric. The recent National Audubon Society Birds and Climate Change report finds that 314 North American bird species are "climate endangered." Orange Audubon Society recently worked with the City's Sustainability staff on a proposal to TogetherGreen, a partnership between Toyota Corporation and National Audubon Society, to fund an expansion of energy efficiency education and weatherization retrofits to reduce greenhouse gas emissions and energy bills of low-income Winter Park households. Whether the grant is funded or not, we understand that the City's Sustainability staff will now manage the City utility's rebate program and will expand energy efficiency education. A final objective of the Buildings, Energy & Water category of interest to Orange Audubon Society is to 4) Reduce total water usage. Birds and other wildlife need water.

In general, Orange Audubon Society appreciates the City's work on all aspects of the SAP. We commend the City on the ambitious goal of achieving Platinum under the Green Local Government standard. Orange Audubon Society pledges to provide any technical assistance for which our members have expertise to help ensure the ongoing success of the City of Winter Park's Sustainability Action Plan and Sustainability Program.

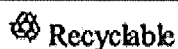
Thank you for your attention to Orange Audubon Society's recommendation that the SAP be formally adopted and supported by the City of Winter Park.

Sincerely,

Deborah Green, President

Orange Audubon Society, Inc. is a Florida not-for-profit organization recognized as tax exempt under Section 501(c)(3) of the Internal Revenue Code. Your donation is tax deductible to the fullest extent allowed by law.

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REGULAR MEETING OF THE CITY COMMISSION
November 10, 2014

The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 3:35 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Reverend Alison Hattery, St. Richards Episcopal 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

Approval of the agenda

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

Mayor's Report

Mayor Bradley addressed the J. Stannard Baker award for safety that was presented to Chief Brett Railey at the International Association of Chiefs of Police international conference held in Orlando.

Mayor Bradley provided an update on the summit he attended held by Orange County Mayor Theresa Jacobs on Ebola preparation and spoke about the precautionary measures taken by the City. Fire Chief White spoke about what the Fire Department has done regarding vehicle decontamination.

City Manager's Report

City Manager Knight addressed the Library Facility Task Force meetings and the request from them to schedule a City Commission work session to review their report and receive feedback before the action item comes before the Commission on December 8 for final approval. After discussion, the meeting was scheduled for December 2 from 9:30 a.m. -11:00 a.m.

Commissioner Cooper asked about the following: public notices for DRC meetings (Planning Director Dori Stone explained the process); the concurrency annual infrastructure capacity report (City Manager Knight explained they are working on that); and the anticipated commuter rail costs based on the number of people boarding and track miles compared to the estimated costs set aside every year (City Manager reminded the Commission that we are not funding this for the first seven years. City Manager Knight will provide figures).

Commissioner Leary asked about quiet zones. City Manager Knight provided an update on the applications submitted. Further discussion ensued. Commissioner McMacken asked that the item under this report include other information as to the status with FDOT.

Commissioner McMacken addressed tree plantings. He stressed his preference of planting/re-planting oak trees. This will be an issue for discussion at a future agenda and will include the scheduling of plantings.

City Attorney's Report

No report.

Non-Action Item

a. Financial Report – September 2014

Finance Director Wes Hamil provided the preliminary September 2014 Financial Report that had not yet been audited.

Motion made by Commissioner Sprinkel to accept the financial report; seconded by Commissioner Cooper. The motion carried unanimously with a 5-0 vote.

Consent Agenda

- a. Approve the minutes of October 27, 2014.
- b. Approve the following Blanket Purchase Orders (BPO), purchases, and formal solicitations:
 1. BPO to Covanta Energy Marketing LLC for FY15 Bulk Power Supply, ITN-13-2013; \$3,500,000.
 2. BPO to Duke Energy for FY15 Transmission pursuant to Duke Energy Tariff, \$1,855,000.
 3. BPO to ENCO Utilities Services for FY15 O&M Electric Utility; \$3,000,000.
 4. BPO to Florida Power & Light Company for FY 15 Bulk Power Supply and Power Transmission; ITN-13-2013; \$11,270,000.
 5. BPO to Gainesville Regional Utilities (GRU) for FY15 Bulk Power Supply; ITN-13-2013; \$3,220,000.
 6. BPO to HDD of Florida for FY15 City-wide underground projects; IFB-8-2014; \$800,000.
 7. BPO to Heart Utilities of Jacksonville for FY15 City-wide underground projects; IFB-8-2014 and Jacksonville Beach Contract No. 1213-03; \$1,700,000.
 8. BPO to Orlando Utilities Commission for FY15 Bulk Power Supply and Power Transmission purchases; ITN-13-2013; \$5,365,000.
 9. BPO to Seminole Cooperative, Inc. for FY15 Bulk Power Supply purchases; ITN-33-2010; \$2,429,000.

10. BPO to Brown, Garganese, Weiss & D'Agresta for City Attorney; RFP-21-2009; \$345,000. **PULLED FOR DISCUSSION. SEE BELOW.**
 11. Purchase Order to Environmental Products of Florida for a 2015 KW Vactor RD Sewer Combo Truck; \$343,108.
 12. Purchase Order to Stuart C. Irby Company for Source Trans PME Padmount Switchgears; \$130,991.84.
 13. Award to A Budget Tree Service, Inc.; RFQ-25-2014, Tree Removal Services Dead/Diseased/High Risk; authorize the Mayor to execute the contract and approve all subsequent purchase orders.
 14. Award to Copytronics Information Systems; RFQ-26-2014, Copier Equipment and Services; and authorize the Mayor to execute the contract and approve all subsequent purchase orders; \$135,000.
- c. Cancel the December 22, 2014 Commission meeting due to the holidays.
 - d. Approve the amendment to the parking easement agreement with BFC Park Avenue, LLC for the Welbourne Avenue/Center Street compactor site.

Motion made by Commissioner McMacken to approve the Consent Agenda with the exception of Item b-10; seconded by Commissioner Cooper. No public comments were made. **The motion carried unanimously with a 5-0 vote.**

Consent Agenda Item b-10: BPO to Brown, Garganese, Weiss & D'Agresta for City Attorney; RFP-21-2009; \$345,000.

Commissioner Sprinkel asked about the RFP process and addressed the need to justify to the public what we are getting for the legal fees expended. She asked about putting a process in place to look at recurring legal fees. She asked that the item be delayed so they can review the information sent to them today regarding the amount of fees paid out for the last year and then discuss this at a later time. Mayor Bradley expressed concerns with the amount of litigation in the past year.

Motion made by Commissioner McMacken to approve Consent Agenda Item b-10; seconded by Commissioner Cooper. Commissioner Cooper addressed the importance to review all professional services contracts. No public comments were provided. **The motion carried with a 4-1 vote with Commissioners Leary, Sprinkel, Cooper and McMacken voting yes. Mayor Bradley voted no.**

Commissioner Sprinkel asked that we move forward with reviewing all professional contracts in a timely manner. There was a consensus to put this on a future agenda.

Action Items Requiring Discussion

a. Presentation and approval – Scope of services for visioning

Planning Director Dori Stone addressed the background of this item. On September 22, the city hosted a ULI Technical Assistance Panel (TAP) to help the city prepare a scope of services for a citywide visioning exercise. The three panelists interviewed the City Commissioners and listened to the input from the community meeting in preparing the scope of services found in the report provided this evening. She spoke about portions of the report including the need to establish a steering committee to manage the visioning process. She recommended the approval of the scope of services and to direct staff to prepare an RFP for consultant services.

Motion made by Mayor Bradley to direct staff to prepare an RFP for consultant services based on the scope that ULI has presented and that we also ask staff to present a process for the selection and creation of the steering committee; seconded by Commission McMacken for discussion.

Commissioner McMacken addressed the selection of the steering committee and the need to make sure that when this is finalized to include enough meetings because of the large amount of public involvement. Ms. Stone clarified the meaning of districts as indicated in the report.

Commissioner Cooper expressed what was important to her concerning the order in which the public forums are done and what should be included in all forums; asked that the assessment of community values be placed to the top; make sure the integrated shared vision is not crafted by only that neighborhood when looking at all the neighborhoods; to make sure we are surveying our Winter Park residents and business owners; and to change social media to public outreach because of the ones who do not have computers. She asked the Commission to think about the definition of the steering committee's roles and responsibilities and the language of the survey questions. She expressed the importance of deciding policies now and if this is not a survey of Winter Park residents, businesses and property owners she is not interested in spending the funds.

Commissioner Sprinkel complimented the report and that it reflected what they heard from the Commissioners. She disagreed with Commissioner Cooper in that she saw the report as not being comprehensive and is not in any order but contains a list of what to look for and expected the RFP to be inclusive of what is listed in the document and much more. She asked to adopt what we have this evening.

The following spoke on this item:

Pete Weldon, 700 Via Lombardy, spoke about the importance to make sure the residents understand this. He asked if this moves forward to include a meaningful

educational component that addresses the realities of development in a simple form so things are not misunderstood.

Marty Sullivan, 901 Georgia Avenue, expressed the need for an integrated vision.

Jeffrey Blydenburgh, 204 Genius Drive, agreed to expedite the visioning session to determine what the City wants it to be and what it will look like and to involve the entire City.

Sally Flynn, 1400 Highland Road, did not believe we were looking for a new vision but are trying to get the citizens involved first before anyone tells them what it is supposed to be.

Commissioner Cooper asked if we can reserve the ability for any new Mayor or Commissioner that is elected to also add people into the steering committee if we are in the process of doing the work. It was clarified that the motion was to bring back what a steering committee looks like and they do not even know who will be on the steering committee yet. Ms. Stone stated she will bring back some concepts and will work with Purchasing regarding the RFP with her goal to have the RFP to them by the December meeting or the first meeting in January.

The motion carried unanimously with a 5-0 vote.

b. West Fairbanks Business Façade Program

Planning Director Dori Stone introduced the pilot program for a West Fairbanks Avenue Façade Grant Program. She explained the Economic Development Advisory Board discussed this when they did the ULI TAPS Panel on West Fairbanks but it was not the right time to do it because of the construction and road improvements going on at that time. She commented that now is the time to move forward and they want this to be a one year pilot project and they have funds budgeted for this.

Ms. Stone elaborated on the intent of the program to incentivize property and business owners to reinvest in the exterior of their buildings with a primary focus on what can be seen from the public right-of-way. The program encourages a partnership between the local business and municipality as a 75%/25% matching grant up to \$5,000. Eligible enhancements focus on hardscape improvements including, but not limited to, storefronts, signs and painting. Examples of ineligible improvements include roofs, landscaping and other personal property and equipment.

Commissioner Leary commented that he is not interested in supporting this if it costs more to enforce the program. Ms. Stone stated she will let the Commission know what this entails and would like to start this fairly soon.

Mayor Bradley asked what else we are waiting on to happen on West Fairbanks and that he would be more comfortable if this came from the W. Fairbanks businesses. He stated he needed to understand how this program connects with the other things that have happened that have appeared to have slowed down since the paving. Ms. Stone elaborated on the improvements that have been completed. Mayor Bradley spoke about attending the opening of the CRA Business Façade Program that did not have a lasting impact. He commented he is not opposed to doing things economically there but would like to see the W. Fairbanks businesses come along equally with the City and for other things to happen on West Fairbanks first before investing in this program. Commissioner Leary addressed the businesses already investing in W. Fairbanks and that it may help other businesses who cannot come forward with that type of investment and that it is a good partnership.

Motion made by Commissioner Cooper to approve a pilot façade grant program limited to West Fairbanks from Orlando Avenue to I-4 (West Fairbanks Business Façade Program); seconded by Commissioner Sprinkel.

Ms. Stone stated she will report back to the Commission with the outcome after the pilot has run its course. No public comments were made.

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

Citizen public comments (items not on the agenda)

Nancy Shutts, 2010 Brandywine Drive, spoke in opposition to the Dr. Phillips Performing Arts Center (DPAC) interlocal agreement from the last meeting and the commitment for funding over 10 years that was approved.

Pat McDonald, 2348 Summerfield Road, opposed the DPAC funding as budgeted.

Kathryn Grammer, 200 S. Interlachen Avenue, opposed the DPAC funding.

A recess was taken from 5:13 to 5:30 p.m.

Public Hearings:

- a. ORDINANCE NO. 2982-14: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE CONVEYANCE OF THE CITY OWNED PROPERTY LOCATED AT 300 NORTH PENNSYLVANIA AVENUE PURSUANT TO THE PROPOSAL APPROVED BY THE CITY COMMISSION ON SEPTEMBER 22, 2014, SUBJECT TO RESERVATION OF EASEMENTS; PROVIDING FOR CONFLICTS 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 and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

b. Request of Jewett Orthopedic Clinic:

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING THE EASEMENT LOCATED AT 1245 ORANGE AVENUE, WINTER PARK, FLORIDA, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING AN EFFECTIVE DATE. First Reading

Attorney Brown read the ordinance by title. **Motion made by Commissioner Sprinkel to accept the ordinance on first reading; seconded by Commissioner McMacken.** No public comments were made. **Upon a roll call vote, Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. Mayor Bradley expressed a conflict of interest and did not vote. The motion carried with a 4-1 vote.**

c. Request of DePugh Nursing Home:

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING THE EASEMENT LOCATED AT 500 W. MORSE BOULEVARD, WINTER PARK, FLORIDA, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING AN EFFECTIVE DATE. First Reading

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

d. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE ADOPTED BUDGET AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2013 - 2014 BY PROVIDING FOR CHANGES IDENTIFIED IN EXHIBIT A; PROVIDING FOR SEVERABILITY First Reading

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

e. RESOLUTION NO. 2147-14: A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA IN SUPPORT OF THE PROPOSED "ALL ABOARD FLORIDA" PRIVATELY OWNED, OPERATED AND MAINTAINED INTERCITY PASSENGER RAIL SERVICE BETWEEN DOWNTOWN MIAMI AND THE ORLANDO INTERNATIONAL AIRPORT BEING DEVELOPED BY FLORIDA EAST COAST INDUSTRIES, LLC; AND FURTHER URGING

THE GOVERNOR, FLORIDA DEPARTMENT OF TRANSPORTATION, ENTERPRISE FLORIDA AND OTHER AGENCIES TO SUPPORT THE PROJECT AS NECESSARY.

Attorney Brown read the resolution by title. **Motion made by Mayor Bradley to adopt the resolution; seconded by Commissioner Sprinkel.** No public comments were made. Commissioner Cooper stated she did not have enough information on this particular project so she would be voting against it. Commissioner McMacken expressed a conflict of interest and did not vote. **Upon a roll call vote, Mayor Bradley and Commissioners Leary and Sprinkel voted yes. Commissioner Cooper voted no. The motion carried with a 3-1 vote.**

- f. RESOLUTION NO. 2148-14: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, APPROVING AN AMENDED AND RESTATED DEVELOPMENT ORDER FOR THE RAVAUDAGE DEVELOPMENT; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

(Background information from packet): Benjamin Partners, Ltd. has made a request to amend the adopted Ravaudage Development Order as granted by the Orange County Board of County Commissioners on May 24, 2011. Since the property still maintains county land use and zoning, the Annexation Agreement with the city provides for the review process to mirror Orange County. Through this process, staff has met as a Development Review Committee (DRC) to review all the requested amendments to the existing adopted Development Order. This amendment request has been determined to be a significant change to the Development Order which requires a public hearing by the City Commission.

DRC has also reviewed two separate projects as part of the Ravaudage plan which includes a 55 unit project with David Weekly Homes and a 296 unit project for American Land Venture. Both of these projects triggered policy issues that are addressed later in this item. The American Land Venture project is requesting two setback variances from the Development Order that must go to the City Commission for consideration. DRC is not permitted to grant any variance or waivers to the approved Development Order.

Planning Director Dori Stone provided background and stated she would like for the applicant to present since the City is simply making recommendations on their application. She explained the DRC process and the meetings held so far.

The following highlights the various Development Order changes (correlated by Development Order number) that were requested by the developer. The city's Amended and Restated Development Order numbering was used for this review. The DRC action is under the Condition number.

Ms. Stone elaborated on the two major changes to the Development Order being requested this evening: 1) to reduce a setback for buildings up to four stories to a zero setback rather than the 15 feet the development order had; and 2) a six story new height requirement instead of the four story height requirement. She also addressed

the policy questions this evening which is a consideration of something that would be akin to our linkage fee to address his affordable housing component in Orange County which required 10% of affordable housing in his project. The applicant also asked to use our parks impact fees instead of putting park and recreation space on his property (Orange County has required him to do 2 ½ acres per 1,000 residents of parkland). She stated he has the ability to incorporate that in his site which he is doing in the second application tonight. She stated that DRC recommended approval of the overall changes to the Development Order adding a couple of conditions by DRC which would include smart signalization on 17-92 on two intersections as well as supporting bike share opportunities on his site to coordinate with what we have downtown that the developer consented to.

Attorney Kim Booker, representing Applicant Benjamin Partners, stated they are available for questions and would like to reserve a time for comments.

Questions were asked by the Commissioners. Commissioner Leary asked about affordable housing/workforce housing and contributions being made in lieu of providing the housing. Ms. Stone responded she believed that can be an amendment to the Development Order that a condition would be added upon agreement by the applicant that the City would be able to apply an amount similar to our current linkage fee. It was clarified that the Development Order only speaks to affordable housing at this point.

Commissioner Sprinkel expressed concerns with going from four to six stories and that she would like to trade off rather than increase. Ms. Stone explained the areas they are requesting the increase to six stories. Commissioner Cooper expressed concerns with the front setbacks being reduced to zero feet and asked if this applies to all the properties within the 35 acres. Ms. Stone said it did not and that the zero setback is only applicable to four stories or less. Other questions were answered by Ms. Stone. The removal of the Lynx super stop transfer station was also a concern of Commissioner Cooper. Further discussion ensued regarding the locations of the proposed six stories, the need for parkland on this project, what staff learned from the DRC process and that the DRC meetings have been open to the public.

Motion made by Commissioner Cooper to accept this request with the exception of conditions 12 and 13 relative to front setbacks, condition 12 relative to building heights, and condition 23 relative to the Lynx super stop transfer station. Motion failed for lack of a second.

The following spoke regarding this hearing:

Montye Plank, 1112 Turner Road, spoke in opposition because of traffic concerns and the change of approval conditions.

Pete Weldon, 700 Via Lombardy, asked if the proposed changes go through what is the minimum and maximum residential unit volume. Ms. Stone responded. He stated he would like to have a better understanding of this.

Kim Allen, 1800 W. Fawsett, expressed concerns with the absence of trees because of zero setbacks. She addressed the need for green space and the importance of design.

Bee Epley, 151 N. Orlando Avenue, addressed the need for green space.

Heidi Savage, 933 Lewis Drive, opposed the height adjustment from four to six stories and the setback along the rear because her property is adjacent.

A representative from Conklin, Porter and Holmes (CPH) addressed the issue of trees, pedestrian and landscaping for this project and that they will produce a great project.

Discussion ensued regarding how to handle each condition. There was a consensus to take them one at a time for discussion and vote on each one separately.

Condition #2: This will provide for the ability to incorporate changes and amendments as may be granted by the Winter Park City Commission.

DRC Recommendation: Approval

Motion made by Mayor Bradley to approve condition #2; seconded by Commissioner Leary. No discussion. **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.**

Condition #4 and #6: These amendments will eliminate the requirement for a Master Stormwater Management Plan for the Ravaudage development and allows the project to impact the conservation areas designated on the land use plan without mitigation.

The Applicant has opted to prepare the required stormwater plan and requisite permitting on an incremental development plan submission basis. As evidenced by current on-site construction, an on-site stormwater management plan has been implemented to accommodate Phase One, bounded by Orlando Avenue, Lee Road, Bennett Avenue, and Glendon Parkway, which includes the Ale House restaurant, parking and other surface improvements as well as other future construction in this phase. Future development plan phases shall include/incorporate additional stormwater plans. Current plans have been permitted through the St. Johns River Water Management District (SJRWMD) with permit #: 40-095-128708-1 issued on: April 5, 2012. The Applicant has complied with wetland and/or conservation area thru the issuance of the SJRWMD permit #: 40-095-128708-1. Stormwater management will need to be permitted prior to the approval of any additional phases of the project.

DRC Recommendation: Approval

Motion made by Mayor Bradley to approve conditions #4 and #6; seconded by Commissioner Sprinkel. No discussion. **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.**

Condition #7: This amendment allows outdoor retail sales and special events with limitations. Applicant has agreed to follow City protocol for outdoor sales, temporary/permanent structures and special events per City Code.

DRC Recommendation: Approval subject to conformance with the City's zoning regulations for outdoor sales and special events.

Motion made by Commissioner Leary to approve condition #7; seconded by Commissioner Sprinkel. No discussion. **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.**

Condition #12 (c): This is a change to the PD commercial code. This amendment would allow the street front setbacks to be reduced from fifteen (15 ft.) to zero (0 ft.) and is limited to buildings up to four stories only. The development order is modified to read: Building setbacks for all interior/exterior streets shall be a maximum of 15' in lieu of 30' with a minimum of 0'. All other rights-of-way shall have a minimum sidewalk width of 10'. No building shall encroach into the right-of-way. This condition is only applicable to buildings with a maximum height of four stories.

DRC Recommendation: Approval subject to allowing this setback only on projects within the Ravaudage Master Plan that are planned up to four-story buildings.

Motion made by Commissioner McMacken to deny condition #12(c); seconded by Commissioner Cooper. Discussion ensued regarding Orange County and Winter Park's setbacks. Commissioner McMacken expressed his objection that this does not include a setback for the 3rd and 4th floors. Commissioner Leary asked if we put in a setback for the 3rd and 4th floors if he would agree to that. Commissioner McMacken agreed.

Applicant Dan Bellows addressed his proposal that he said is going to give the proper scale and further described the area.

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

Motion made by Commissioner McMacken that the recommendation of the DRC be accepted with the following condition that the third and fourth floors of any development be set back using a one-to-one (1:1 feet) ratio from the first two floors, seconded by Commissioner Leary. No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel and McMacken voted yes. Commissioner Cooper voted no. The motion carried with a 4-1 vote.**

Condition #13 (c): This is a change to the PD residential code that mirrors the request in the commercial code. This amendment would apply only to buildings up to four stories and would allow building setbacks for all interior/exterior (all other R-O-W's) streets to be a minimum of 0' in lieu of 20' with a maximum setback of 25'. The minimum of 0' shall apply to back of sidewalk with a minimum sidewalk width of 10'. No building shall encroach into the right-of-way.

Both Condition #11(c) and #12(c) allow for a compact urban development within a planned community. The applicant's parcel yield and intensity is not affected by this setback range and the impact will be on four-story development within the PD itself. This type of development pattern meets the pedestrian and urban form that the developer is hoping to achieve.

DRC Recommendation: Approval subject to allowing this setback only on buildings up to four stories in height.

Motion made by Commissioner Cooper to deny condition #13(c); seconded by Commissioner McMacken. Upon a roll call vote, the motion to deny failed with Mayor Bradley and Commissioners Leary, Sprinkel, and McMacken voting no. Commissioner Cooper voted yes. The motion failed with a 4-1 vote.

Motion made by Commissioner McMacken that we accept DRC's recommendation with the condition that the third and fourth floors be set back using a one-to-one (1:1 feet) ratio from the first and second floor, seconded by Commissioner Leary. No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel and McMacken voted yes. Commissioner Cooper voted no. The motion carried with a 4-1 vote.**

Condition #12 (e and f): This amendment as requested would allow an increase in the building height of the area designated with a four story maximum building height to be increased to a six story maximum building height, provided the location is setback 200 feet from Lee Road. A revised Urban Form: Proposed Building Height Zones exhibit is attached for clarification. This exhibit is an amendment to Sheet C-5 Urban Form Templates in the Development Order.

The applicant states that the purpose of this request is to provide maximum flexibility to parcel developers with respect to product placement, visibility and massing. This request does not increase project density or intensity nor does it increase building

heights throughout the project. The proposal calls for a reduction on buildings heights in the area bounded by Morgan Lane, Lewis Drive, Loren Avenue and Bennett Avenue. It would allow for an increase of up to two additional stories on a case-by case basis for projects located within a certain Ravaudage area. Additionally, said specific height increase request shall be reviewed by staff and approved by City Commission. No six story buildings shall be located within 200 feet of the Lee Road right-of-way unless otherwise authorized by City Commission.

DRC Recommendation: Approval with conditions requiring a setback of 200 feet from Lee Road and Orlando Avenue with a maximum height of 87 feet.

Motion made by Mayor Bradley to approve condition #12(e and f) with the condition that there is a 50' foot setback off of Bennett for the six story piece; seconded by Commissioner Leary.

Applicant Dan Bellows spoke about the annexation agreement allowing them to go through this process and can ask to modify but that the agreement says they cannot be reduced in what his entitlements currently are. He explained that American Land Ventures is present regarding the aesthetics of the project as well as Kim Booker who will address legal points. He said currently they are allowed the 15' setback off Bennett and believed the zero setback is appropriate. He disagreed going from 15' to 50'.

Motion amended by Commissioner Sprinkel that if we move from four to six stories in one area that the two stories added be removed from another area where they are allowed in the development; seconded by Mayor Bradley.

Mr. Bellows further spoke about the 50' foot setback as included in the motion and that they looked at the site where it would go as related to being six stories adjacent to Bennett Avenue and that they are only asking for a 2' 2" variance.

After public comments, Attorney Kim Booker addressed the height conditions and that they are prepared to allow an allocation for a reduction in areas that are eight stories to six stories in exchange for the four stories to six stories based on the footprint of the building. There be an equal amount of square footage that would be reduced in the remainder of the area designated for up to eight stories (addresses conditions 12 (e and f)). She clarified that they would agree to this if the Commission does not approve the 50' setback. She stated the developer is also willing to go to the 1:1 foot ratio (four story area where they are seeking the zero setback) which would allow the 3rd and 4th stories to have a setback based on the height of the 1st and 2nd stories as a compromise. She stated that Ravaudage is entitled to eight stories and they are asking to move that around and that they are not asking for additional entitlements. She spoke about the DRC creating and adding the 200' setback to assure that the four stories would be part of that portion fronting on Lee Road and 17-92 which is part of this Development Order as a change. In conclusion, she addressed the open space and that building massing allows you to preserve or conserve additional green space which is what they are trying to do.

Mr. Stone wanted to clarify condition 12(e). She stated the DRC will not allow them to walk in and suddenly change something from one to four to one to six stories. They would expect an amendment back through the height map in order to get that approved and taken back through a public hearing. She wanted to make sure the applicant was not under the impression that gives them the flexibility to adjust two stories one way or another without going back through an amendment to the height map. Mr. Bellows stated that this amendment gives them the right to ask.

Upon a roll call on the amendment (that if we move from four to six stories in that area that the two stories that are additional be removed from the other place where they are allowed in the development), Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The amendment to the motion carried unanimously with a 5-0 vote.

Mayor Bradley clarified the main motion above to reflect that condition #12 (e and f) would be any place where four story buildings in this specific area with a setback from 200' from Lee Road would be provided. In addition, there is a 200' setback from 17-92 and then a 50' setback from Bennett and the other conditions put in by the DRC include a maximum height of 87 feet.

Upon a roll call vote on the main motion as amended (to include the 50' setback off of Bennett), Commissioners Leary, Sprinkel, Cooper and McMacken voted no. Mayor Bradley voted yes. The motion failed with a 4-1 vote.

Motion made by Commissioner Leary to accept the DRC recommendation as presented with the amendment of the two stories that was previously approved, seconded by Commissioner Sprinkel. Mayor Bradley addressed his preference of not allowing six story buildings on Bennett Avenue. Mr. Bellows clarified the area in question and that it is 200' in from the roadway. There was further discussion. Mr. Bellows pointed out that the parcel in question is across from an industrial area on Bennett Avenue. Should the Commission approve this parcel they would not come and ask for another six story building on Bennett Avenue all the way to Monroe that is not 50' feet off the roadway.

Bee Epley, 1570 Hillcrest Avenue, asked what this is going to look like visually and opposed the six stories.

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

Condition #14 (b): This amendment allows the required parking to be up to 350 feet from the building(s) it serves in lieu of the 300 foot maximum distance

previously granted by Orange County. Staff believes this distance is still walkable for the users.

DRC Recommendation: Approval

Motion made by Mayor Bradley to approve condition #14(b); seconded by Commissioner Leary. Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

Condition #17: This amendment eliminates the requirement to submit a Planning Context Study.

The applicant provided the Planning Context Study to Orange County and the City thus there has been compliance.

DRC Recommendation: Approval

Motion made by Mayor Bradley to approve condition #17 (DRC recommendation to eliminate this requirement); seconded by Commissioner McMacken. Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

Conditions #18, #19, #20 and #21: The applicant has asked that the city delete Conditions 1 through 21 based on the fact that the applicant has submitted all the required studies to Orange County to study traffic and mitigation methodology. The applicant has also implemented or planned for the necessary mitigation measures for future traffic impacts as outlined in each study. The developer will also be responsible to traffic monitoring for the signalization of Glendon Parkway and Orlando Avenue as well as Bennett Avenue and Lee Road. While staff recognizes the analysis that took place as part of the development approval, staff had concerns over the signalization along Orlando Avenue and a desire for the developer to participate in a systematic renovation of the signals from Lee Road to Morse Boulevard.

Recognizing that this development is part of other redevelopment underway along Orlando Avenue, the developer did agree to participate in a proportionate share of the costs of smart technology along Orlando Avenue. DRC recommends adding a condition to the Development Order that addresses this contribution.

An additional issue regarding bike trails and bike connectivity was addressed in the city's DRC meeting. The developer expressed support for bike trail and bikeway activities. Staff recommends adding a condition to the Development Order that addresses this item.

DRC Recommendation: Remove Conditions #18, #19, #20 and #21 and add the following condition: New Condition #32: The developer will contribute a proportionate share of the costs of intersection traffic signalization technology upgrades through a phasing of the project. These upgrades will apply to significantly affected intersections based on a mutual determination by the Developer's traffic engineer and the City's transportation traffic engineer with the developer's share not to exceed 25.5% for five intersections.

Motion made by Mayor Bradley to approve conditions #18, #19, #20 and #21 to remove them per the DRC recommendation and to add new condition #32; seconded by Commissioner McMacken. Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel and McMacken voted yes. Commissioner Cooper voted no. The motion carried with a 4-1 vote.

Condition #22 (a) (b) (c) (d) and (e): Condition 22 (a) is replaced with language from the Annexation Agreement that includes the intersection requirements as well as all the traffic analysis that must be completed and the timing of that analysis for signal evaluation. Section 22 (b) (c) (d) and (e) implements requirements for a street grid system. Future traffic will warrant the need for a signalized intersection at both Glendon Parkway and Orlando Avenue as well as Bennett Avenue and Lee Road. None of the modifications to the traffic analysis affects that requirement. At such time as the threshold is reached for traffic signal warrant studies to begin, the applicant, the City and FDOT can evaluate the best location for future traffic signals.

DRC Recommendation: Approval, subject to removing the references to Solana Avenue from 22 (a), (b) and (d)

Ms. Stone addressed (c) and (e) that reflects Glendon Parkway which is overridden by the requirements in the annexation agreement; all of these reference the Glendon Parkway project and moving from Solana to Glendon on the intersection. He no longer had the ability to put in an intersection at Solana and Orlando Avenue so they moved that down to Glendon Parkway.

Motion made by Mayor Bradley to accept the DRC's recommendations for condition #22 (a-e); seconded by Commissioner Sprinkel. 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.

Condition #23: This amendment eliminates the requirement to accommodate or provide any locations or stops for LYNX service for the development as part of the mobility strategy or provide opportunity for a review of this change by LYNX. City staff examined the existing super stop at Denning Drive and Webster Avenue and believes that this is the best location for a super stop in Winter Park. Staff felt that the

developer should give consideration to a transit stop and pedestrian way if a new SunRail station is approved as part of the master development plan. The developer is willing to work with Lynx to accommodate appropriate bus stop locations along Lee Road and Orlando Avenue.

New Condition 23 (a) (b): The applicant will provide a bike share facility within the Ravaudage project by the completion of the second residential development. Additional bike share facilities are encouraged throughout the Ravaudage project.

DRC Recommendation: Approval with a language modification that allows the developer to include a transit stop and pedestrian way for a SunRail stop.

Motion made by Commissioner Cooper to deny the recommendation and removal of the Lynx super stop and transfer station from his development agreement; seconded by Commissioner McMacken.

Ms. Stone stated that Lynx put this condition in the development order to put in a super stop location but with no specific location or time. There was further discussion. Mr. Bellows stated he has no problem leaving this in.

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

Condition #28: This amendment would eliminate the requirement for a minimum of 300 residential units which would alter the original vision for Ravaudage as a "mixed use" development.

The Applicant states that their building program consists of residential, hotel, commercial/ retail and office. It is the intent to develop specific uses that reflect and respond to market forces. As a result if market forces do not favor residential then the applicant does not want to be mandated to include 300 units. As detailed later, mandating residential does not match the strategic goals of the City.

DRC Recommendation: Approval

Motion made by Mayor Bradley to approve condition #28 as recommended by the DRC; seconded by Commissioner Sprinkel. 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.

Condition #29: This amendment would change the internal traffic lanes from 11 to 12 feet in width.

DRC Recommendation: Approval

Motion made by Mayor Bradley to approve condition #29 as recommended by the DRC; seconded by Commissioner Leary. Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel and Cooper voted yes. Commissioner McMacken voted no. The motion carried with a 4-1 vote.

Condition #30: This amendment would not require intersection crosswalks to be elevated from street height.

DRC Recommendation: This item did not go through DRC, but the city's Public Works Department recommends removal of this condition for several reasons. There appears to be no significant impact to driver behavior when passing over these raised pedestrian crossings and groundwater will pool around them causing road deterioration over time.

Motion made by Mayor Bradley to approve condition #30 as recommended by the DRC; seconded by Commissioner Sprinkel. 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.

Policy Issues

(The next four paragraphs were pulled from the staff report to explain the policy issues). The developer is proposing a six story, 296 unit multi-family project at Ravaudage, subject to approval of several Development Order conditions. At DRC, there were several other outstanding issues related to the approved development plan found on Page C-4 that require policy direction. While these apply to this specific project, other projects within the development will be affected by the decisions of the Commission.

Policy #1): In Item 13, under Project Notes, recreation shall be provided at a rate of 2.5/1000 population. Orange County allows on-site recreational improvements to count towards the recreational requirements. For this project, the developer is required to provide 1.63 acres of parkland. The developer has met this requirement using his on-site recreational uses such as tennis courts, a weight room and public space around the project. In lieu of counting on-site recreation, the developer is interested in paying the parks impact fees (\$2000/unit) to cover his recreation needs for the entire Ravaudage project. The fee would be paid as residential units are constructed and the overall on-site requirement to have parklands would be optional based on the fee payment. If the Commission chooses not to allow him to mitigate using this fee, he will be required to provide 2.5 acres/1000 population for all residential development within the Ravaudage master plan.

Policy #2): In Item 7 found under Project Building Program notes, Orange County requires that at least 10% of the multi-family residential units built in the project shall be certified affordable housing. The developer has offered to pay the city's Affordable Housing Trust Fund fee of \$.50/square foot for each multi-family unit in lieu of the requirement to lease 10% of all multi-family units as certified affordable housing. To be consistent with the terms of the Annexation Agreement, the Commission's options are only to accept the payment or require the developer to provide the affordable housing units.

After consultation with Orange County and the City Attorney's office, the attached resolution is the mechanism that will be used to adopt any amended Development Order to the Ravaudage Planned Development. The Development Order will be revised to reflect any Commission decisions on the modifications and changes that have been requested or proposed by the Commission including codification and additions. Any future amendments to this Development Order will be adopted in the same manner. This is consistent with Orange County procedures. (End of staff report)

Ms. Stone addressed the policy issues that the developer has asked to bring forward. She spoke about policy #1 regarding recreation that is explained above that the developer would prefer to pay the parks impact fees (\$2000/unit) to cover their recreation needs for the entire Ravaudage project. She stated the recommendation of staff is to provide parkland on site.

No action was taken on Policy #1 after discussion. Commissioner Cooper addressed her preference to have public parkland where people do not have to pay to play.

Regarding policy #2 above, Ms. Stone provided a summary and explained the options to be consistent with the terms of the annexation agreement. She stated that staff would be interested in an amendment to this that the money could be used for either affordable or workforce housing units and the fee in lieu of would be the same as our linkage fee.

Motion made by Commissioner Sprinkel to allow the applicant to pay the fee as opposed to allocating his units as affordable housing or workforce housing; seconded by Commissioner Leary. No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

Attorney Brown read the resolution by title. **Motion made by Mayor Bradley to adopt the resolution with the amendments (that will change in Exhibit 'A'); seconded by Commissioner Leary.** No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

- g. Request of Benjamin Partners, Ltd. and American Land Ventures, Inc.:
Approval of setback amendments for the fifth and sixth floors of the proposed six story, 296 unit apartment project to be located 2' 2" into the required street setback on Bennett Avenue and 10' 2" into the required setback on Loren Avenue.

The developer is asking for two amendments to the Development Order for the setbacks for the American Lands project, located along Loren Avenue to the south, Bennett Avenue to the east and Lewis Drive to the west. The Development Order requires 15' for side setbacks. The first setback for 2.2 feet is at the corner of Bennett Avenue and Morgan Lane. The second setback is for 10.2 feet along Lewis Drive and Morgan Lane. The width of Lewis Drive is 70'.

Planning Director Dori Stone explained that this is not in the entitlements of the Ravaudage project (the request for six stories and the two setbacks being asked for on this property). She explained that on the side of the project facing Bennett Avenue they are required to have a 15' setback and that the applicant is asking for a 2.2 foot setback on the west side of Bennett and is asking for a 4'10" setback facing Lewis Avenue. She explained that the six stories was not previously granted so from a DRC perspective this project is not approvable at this point because they have not reviewed this as a four story project. Mayor Bradley stated there is no context for them to hear it but they can request the setbacks for a four story building.

Motion made by Mayor Bradley to approve the setbacks for a four story building on the corners of Lewis Drive and Morgan Lane; seconded by Commissioner Sprinkel.

Mr. Bellows asked if there is a mechanism to agree to let this one site go to six stories and keep everything as requested except the Mayor's position of the 50' setback on Bennett that they would agree to be 25' back. He stated if the Commission still wants the 50' he would like to move forward to get a vote for a six story building for this site and would not be asking for the variance. The developers have said they can make this work. Commissioner McMacken expressed his frustration with the applicant asking for changes without bringing an updated site plan and stated he would not vote on this piece meal.

After further discussion, **a motion was made by Commissioner Leary to table, seconded by Commissioner Cooper. Upon a roll call vote, Commissioners Leary, Cooper and McMacken voted yes. Mayor Bradley and Commissioner Sprinkel voted no. The motion carried with a 3-2 vote.**

City Commission Reports:

a. Commissioner Leary

Commissioner Leary addressed the urban coyote problems upcoming meeting scheduled with Orange County, the great Veterans Day event, and the DPAC opening.

b. Commissioner Sprinkel

Commissioner Sprinkel addressed Chalk in the Park, the Peacock Ball, Mead Garden event and the Crealde event. She spoke about the need to improve the streetlights on Palmer Avenue.

c. Commissioner Cooper

Commissioner Cooper addressed the donation of her monthly salary to the 'Feed the Need' Winter Park team, the Peacock Ball, the closing of the Mount Vernon Inn, the Veterans Day ceremony, Winter Park hosting the Florida League of Cities awards banquet on November 21, and her Coffee Talk last week.

d. Commissioner McMacken

No report.

e. Mayor Bradley

No report.

The meeting adjourned at 8:30 p.m.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham, MMC



city commission agenda item

item type	Consent Agenda	meeting date	November 24, 2014
prepared by department division	Purchasing Division	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		final vote

Purchases over \$75,000

	vendor	item background	fiscal impact	motion recommendation
1.	Orlando Freightliner Inc.	PR156643 2016 Freightliner M2106	Total expenditure included in approved FY15 budget. Amount: \$105,860	Commission approve Purchase Requisition to Orlando Freightliner Inc. for a 2016 Freightliner M2106.
This purchase will be made utilizing Florida Sheriff Association Contract 14-12-0904.				

Formal Solicitation

	vendor	item background	fiscal impact	motion recommendation
2.	Keller Outdoor Inc.	RFQ-1-2015 Right of Way Tree Planting	Total expenditure included in approved FY15 budget.	Commission approve award to Keller Outdoor Inc. and authorize the Mayor to execute contract and approve all subsequent Purchase Orders
The City utilized a formal solicitation process to award this contract.				



city commission agenda item

Item type	Consent Agenda	meeting date	November 24, 2014		
prepared by	Parsram Rajaram	approved by	<input checked="" type="checkbox"/> City Manager		
department	Administration		<input checked="" type="checkbox"/> City Attorney		
division	ITS		<input type="checkbox"/> N A		
board approval		<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N A	final vote
strategic objective	<input checked="" type="checkbox"/> Exceptional Quality of Life		<input checked="" type="checkbox"/> Fiscal Stewardship		
	<input type="checkbox"/> Intelligent Growth & Development		<input type="checkbox"/> Public Health & Safety		
	<input checked="" type="checkbox"/> Investment in Public Assets & Infrastructure				

subject

Master Fiber Lease Agreement between the City and Summit Broadband.

motion | recommendation

Authorize the Mayor to execute a Master Fiber Lease Agreement between the City and Summit Broadband at a cost of \$1/year.

background

The City currently leases a 50Mbps circuit to connect City Hall to the Central Utilities compound. The cost of this circuit is \$991/month. This new agreement will provide speeds up to 10Gbps at a cost of \$1/year.

alternatives | other considerations

Continue leasing circuit from CenturyLink at \$991/month. Increase bandwidth of current CenturyLink circuit to 100Mbps at \$1600/month.

fiscal impact

Minimum savings of \$990/month.

MASTER FIBER LEASE AGREEMENT
FOR DARK FIBER LICENSING

THIS MASTER FIBER LEASE AGREEMENT (this "Agreement") made and entered into as of _____, by and between Orlando Telephone Company, Inc. dba Summit Broadband., a Florida Corporation, with offices at 4558 35th St Orlando, Florida 32811 (the "Provider"), and City of Winter Park a Florida Municipal Corporation with offices at 401 South Park Avenue, Winter Park FL 32789 (the "Customer"). The signatories to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Provider has constructed a fiber optic communications system in Central Florida (the "System"); and

WHEREAS, the Customer desires to lease certain fiber optic filaments within the System from the Provider;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants of the Parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Provider and the Customer agree as follows:

1. FIBER LEASE

The Provider hereby leases to the Customer and the Customer hereby leases from the Provider certain fiber optic filaments as listed in the Leased Fibers Service Order, (the "Leased Fibers") as described in Exhibit A attached hereto and incorporated herein. Customer is under no obligation to lease any such fiber optic filaments, and should Customer not lease any such fiber optic filaments, then Customer may terminate this Agreement without cause and without penalty or liability. The Leased Fibers shall be only for the Customer's internal use, and not for commercial use, resale, lease, or use by any third party. The Leased Fibers comply with all applicable building, construction and safety codes, Performance Specifications as set forth in Exhibit B (the "Specifications") attached hereto and incorporated herein. The Customer acknowledges that the lease granted hereunder does not include the right to enter the property upon which the Leased Fibers are located, except as specifically permitted in this Agreement.

2. TERM

2.1 The term (the "Initial Term") of this Agreement shall be Sixty (60) months and will commence on the commencement date (the "Commencement Date") as described in Exhibit C and will expire Sixty (60) months from Commencement Date, unless earlier terminated in accordance with the terms hereof. Each Exhibit A (Service Order) will have the term posted if different than Initial Term.

Provided that the Customer is not in default under this Agreement, the Customer may renew the Initial Term for three (3) additional periods of five (5) years each, at Customer's discretion, (each a "Renewal Term") at the current contracted lease rate or enter into lease rate renewal negotiations by providing the Provider written notice thereof not less than ninety (90) days prior to the expiration of the Initial Term or then current Renewal Term, as the case may be.

3. CONSIDERATION

For use of the Leased Fibers the Customer shall pay the Provider the annual rate of One Dollar (\$1.00) per year during the initial term and any renewal or extension terms for the City's use of all fiber filaments in the subject lines, cable(s) and conduit as shown in the attached Fiber and Maintenance Description and Map,

attached hereto as Exhibit "D". The Lease Rate does not include applicable taxes and the City of Winter Park is tax exempt.

4. MAINTENANCE AND REPAIR OBLIGATIONS

4.1 All maintenance and repair functions on the Leased Fibers and all facilities through which the Leased Fibers pass, including, but not limited to, conduit, inner duct, poles and equipment (the "Cable Facilities"), shall be performed by or under the direction of the Provider. The Customer is prohibited from performing any maintenance or repair on the Leased Fibers or Cable Facilities, unless directed to do so by the Provider; provided, however, that, if at any time, the Provider discontinues field maintenance or repair, the Customer may thereafter provide for the maintenance or repair of the Leased Fibers and Cable Facilities, at the Customer's expense. The Provider shall give the Customer at least twelve (12) months' written notice of any such discontinuance.

(a) **Emergency Maintenance.** The Provider shall use commercially reasonable efforts to correct as soon as commercially practicable any failure, interruption or impairment in the operation of the Leased Fibers, including, without limitation, cuts or any other event that causes the Leased Fibers to fail to operate within the Specifications ("Emergency Maintenance"). When performing Emergency Maintenance, the Provider shall use commercially reasonable efforts to minimize risk to the Leased Fibers and shall provide the Customer with immediate notice of the proposed emergency work. The Customer shall report any failure, interruption or impairment in operation of the Leased Fibers to the Provider. The Provider will respond to the Customer within one (1) hour and the Provider and the Customer will mutually agree upon the timeframe for the repair to be completed. The Customer shall immediately report the need for Emergency Maintenance to the Provider in accordance with the procedures detailed in Exhibit E, "Escalation Contacts" attached hereto.

(b) **Routine Maintenance.** The Provider will perform routine maintenance and repair checks and services, including preventative inspections, as determined necessary by the Provider ("Routine Maintenance") to maintain the Leased Fibers operating within the Specifications. Routine Maintenance will be performed at no additional cost to the Customer.

(c) **Requested Maintenance.** The Customer may also request maintenance or service by delivering to the Provider a statement of work detailing the services the Customer desires to be performed, including the time schedule for such services. Upon receipt of such a statement of work, the Provider will provide a not-to-exceed quote of the cost and timing of such Requested Maintenance. Following the Customer's acceptance of such quote, the Provider will schedule and perform such Requested Maintenance according to the terms and conditions, including but not limited to payment, of such statement of work. Upon Acceptance (as defined in Exhibit B) of the work performed, the Provider will invoice the Customer for the agreed-upon amount stated in the statement of work.

4.2 The Customer shall provide to the Provider or its designee, access to any facilities under the Customer's control which are used in connection with the Leased Fibers or Cable Facilities to enable the Provider to perform testing, adjustments, maintenance and/or other procedures which are necessary to maintain the Leased Fibers and Cable Facilities in accordance with the Specifications. The Provider will mutually agree with Customer a schedule to perform such work at times convenient to the Customer and, if practical, will give the Customer at least forty-eight (48) hours' advance notice of such work. The Provider shall make commercially reasonable efforts to perform the work in a manner so as to avoid disruptions or interference with the Customer's operations. In the event the Provider requests access to facilities under the Customer's control to perform maintenance or other procedures which the Provider believes necessary to repair or maintain the Leased Fibers and the Customer denies the Provider timely access to such facilities, the Provider shall not be responsible for any damages, losses or claims arising from any failure, interruption or impairment of the Customer's use of the Leased Fibers during the time the Provider is denied such access.

4.3 The Provider will grant and charge the Customer (City of Winter Park) its most favorable charges and rates for maintenance and repair work (but only with respect to those matters for which the Customer is required to pay for such service. This provision does not create an obligation on the part of the Customer to pay for any service where the agreement elsewhere provides that such service will be at no charge, such as "routine maintenance" in Section 4.1(b) hereinabove). The most favored nation provision means that the Provider will charge its lowest rate or fee for the same service that it charges any other customer located in the State of Florida. The City of Winter Park upon request shall have the right to promptly receive from the Provider evidence sufficient to establish that any charges are at the lowest rate charged in the State of Florida to other customers.

5. REQUIRED RIGHTS

5.1 The Provider represents that, it owns or has obtained all rights, licenses, franchises, authorizations, rights-of-way and other agreements necessary from third parties or governmental authorities for the installation, maintenance) and use of the Leased Fibers and Cable Facilities (collectively, the "Required Rights"). The Provider shall cause such Required Rights to remain effective throughout the Initial Term and any applicable Renewal Term(s). Provider will have 120 days to cure any Required Rights. It is expressly understood that the Provider's obligations under this Agreement are conditioned upon and shall in all respects be subject to the continuation or acquisition of such Required Rights; provided however, that if such Required Rights are not continued or acquired within 120 days, then that shall be considered a breach of this Agreement and Customer may terminate this Agreement without penalty and without liability. If Provider cannot provide service during such 120 day period, then Customer may terminate the service and/or this Agreement without penalty and without liability.

6. THE CUSTOMER'S LOCATIONS AND ACCESS

Unless specified to the contrary elsewhere in this Agreement, the Customer shall provide, obtain and maintain in full force and effect during the Initial Term and any applicable Renewal Terms all necessary approvals, licenses or leases for building entrance facilities and placement of intra-building conduits and equipment through which the Leased Fibers may pass into the Customer's locations, all at no cost to the Provider and shall provide the Provider with access to such building entrance facilities, conduits and equipment on a twenty-four (24) hour per day, seven (7) day per week basis. Provider agrees to contact the Customer's contact personnel prior to accessing the Customer's facilities and will adhere to the Customer's policies and procedures regarding vendor/contractor requirements set forth in this Agreement and any other such policies and procedures provided to Provider. In addition, the Customer shall provide all electricity, sanitary facilities, and other utilities at the Customer's locations as the Provider may reasonably require to provide safe and convenient working conditions in accordance with the requirements of the Occupational Safety and Health Act and all other applicable federal, state and local laws, rules, ordinances and regulations. The Customer shall be responsible for the cost of any damage or loss to any of the Leased Fibers and/or Cable Facilities which are in the Customer's location, unless such damage or loss is caused by negligence or willful misconduct on the part of the Provider; provided however that such cost shall first be submitted to and approved by Customer. The Provider shall be responsible for taking action to correct/fix any such damage or loss.

7. THE CUSTOMER'S USE OF THE LEASED FIBERS

7.1 Notwithstanding any other provision of this Agreement to the contrary, if the Leased Fibers are damaged as a result of the Customer's misuse, abuse or use in a manner other than for which they are intended, the Customer shall be responsible for the cost of repair or replacement of the Leased Fibers.

8. OWNERSHIP

8.1 LICENSEE's Fiber Optic Facilities shall at all times remain the sole and exclusive property of LICENSOR and legal title shall be held by LICENSOR. Neither the provision or the use of LICENSEE's Fiber Optic Facilities by LICENSOR to LICENSEE hereunder, nor the payments by LICENSEE contemplated hereby, shall create or vest in LICENSEE any easement, interest, or any other ownership or property right of any nature in LICENSEE's Fiber Optic Facilities or Strands, except that LICENSOR agrees to LICENSEE's right to use LICENSEE's Fiber Optic Facilities for Authorized Use during the term of this Agreement. LICENSEE shall not grant any security interest in the LICENSEE's Fiber Optic Facilities or any part or component thereof.

9. REPRESENTATIONS AND WARRANTIES.

The Parties warrant and represent the following:

9.1 The Provider and the Customer each warrant and represent that they are duly organized and validly existing, have the authority to execute this Agreement and have taken all requisite corporate action to approve the execution, delivery and performance of this Agreement.

9.2 The Provider warrants and represents to the Customer that it has the authority to grant the fiber lease rights it is leasing to the Customer herein and that it will maintain such authorization for the Initial Term of this Agreement and any renewals or extensions thereof.

9.3 Each Party warrants and represents that the execution of this Agreement will not violate the terms of any other agreement to which it is a party.

9.4 The Customer warrants and represents that it has and will maintain for the Initial Term and any renewals or extensions thereof all authorizations required by federal, state and local law or regulation or that of any other public or private agency or entity which has jurisdiction over the Customer or its operation and use of the Leased Fibers.

9.5 Each Party warrants and represents that it will not cause or permit the Leased Fibers to become subject to any mechanic's lien, material man's lien, vendor's lien or any similar lien whether by operation of law or otherwise.

9.6 The Provider warrants and represents to the Customer that the services shall be provided in a workmanlike manner and professional manner, according to at least industry standards, and performed by competent personnel.

OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROVIDER MAKES NO WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES IN CONNECTION WITH THIS AGREEMENT, OR THE LEASED FIBERS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

10. INDEMNIFICATION, LIMITATION OF LIABILITY, AND INSURANCE

10.1 To the extent permitted by law, the Customer and the Provider will defend, indemnify and hold harmless the other, and its respective officers, agents and employees from and against all liabilities, claims, damages, losses and expenses, including costs and reasonable attorneys' fees, arising out of or resulting in whole or in part from the act or omissions of itself, its officers, agents and employees, made in connection with this Agreement. Nothing contained herein, however, shall constitute a waiver by the Customer of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. As further clarification, the City of Winter Park (Customer) shall not be liable to any party for any reason, including with respect to the limited indemnity provided herein, in any amount in excess of the limitations of liability stated in Section 768.28, Florida Statutes, as the same may be amended. Notwithstanding this limitation of liability, the City of Winter Park shall remain

responsible to perform the express written obligations stated in this Agreement, but pursuant to its sovereign immunity, there are no implied, verbal or other promises or agreements that will bind the City of Winter Park unless such requirements are expressly stated in this Agreement in writing.

10.2 Provider agrees to pay all bills for work, labor, services and materials furnished by any contractor, subcontractor, material man, or any other person or entity retained by Provider during the term of this Agreement. Provider agrees to defend, indemnify and hold Customer harmless from and against any and all liens filed in connection with this Agreement pursuant to Florida Statutes, Chapter 713, et seq. If any such liens are filed by any contractor, subcontractor, material man or any other person or entity, through no fault of Customer, Provider shall immediately and forthwith secure a statutory transfer bond to release the lien.

10.3 In claiming any indemnification hereunder, the indemnified Party shall provide the indemnifying Party with written notice of any claim which the indemnified Party believes falls within the scope of the foregoing indemnification obligations. The indemnified Party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim, and further provided that any settlement imposing liability or obligation on the indemnified Party shall not be final without such Party's written consent

10.4 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, THOSE BASED ON LOSS OF REVENUES, PROFITS OR BUSINESS OPPORTUNITIES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.5 **Insurance.** Commencing on the date set forth in the Preamble of this Agreement and for the remainder of the Initial Term, and any renewals or extensions thereof, each Party shall obtain and maintain, at its sole cost and expense, not less than the following insurance: Commercial General Liability Insurance, including coverage for sudden and accidental pollution legal liability, with a combined single limit of \$1,000,000 on an occurrence basis for bodily injury and property damage per occurrence and in the aggregate.

Workers' Compensation Insurance in amounts required by applicable law and Employer's Liability Insurance with limits not less than \$1,000,000 for each accident.

Automobile Liability Insurance with a combined single limit of \$1,000,000 for bodily injury and property damage per occurrence, including coverage for all owned, non-owned and hired vehicles.

The limits set forth above are minimum limits and shall not be construed to limit the liability of either party.

10.6 **Policy Requirements.** Each Party shall obtain and maintain the insurance policies required above with companies rated A-or better by Best's Key Rating Guide or with a similar rating by another generally recognized rating agency or self-insured. Each Party shall name the other Party as additional insured except on the Workers' Compensation Insurance policy. Each Party shall provide the other Party with an insurance certificate confirming compliance with the insurance requirements of this Section. The insurance certificate shall indicate that the other Party will be notified by the insurer not less than thirty (30) calendar days prior to any cancellation or any material reduction in coverage (or ten (10) calendar days in the case -of cancellation for nonpayment of premiums).

10.7 **Waiver of Subrogation.** The Parties shall each obtain from the insurance companies providing the coverages under the Commercial General Liability policy a waiver of all rights of subrogation or recovery in favor of the other Party.

10.8 **Blanket Policies.** Nothing in this Agreement prevents either Party from satisfying its insurance obligations pursuant to this Agreement under a blanket or excess (or umbrella) policy or policies of insurance that meet or exceed the requirements of this Section 9 or from being self-insured.

10.9 **Contractors.** Provider shall require its contractors and/or subcontractors (to the extent such contractors and/or subcontractors are permitted under this Agreement) 'to carry and/or maintain the following minimum insurance:

Commercial General Liability Insurance (written on an occurrence policy form) or substantially similar coverage, including Excess (or Umbrella) Liability Insurance with a combined single limit of \$1,000,000 on an occurrence basis for bodily injury and property damage;

Workers' Compensation Insurance in amounts required by applicable law and Employer's Liability Insurance with limits not less than \$1,000,000 per accident. Such insurance shall provide coverage in the location(s) in which the work is performed and the location in which the parties are domiciled;

Automobile Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage, including coverage for all owned, non-owned and hired vehicles; and

Excess (or Umbrella) Liability Insurance (written on an occurrence policy form) or substantially similar coverage with a combined single limit of \$2,000,000 each occurrence for bodily injury and property damage, such insurance providing excess or umbrella liability coverage above primary liability limits set forth herein.

Contractors and/or subcontractors shall obtain and maintain the insurance policies required above with companies rated A-or better by Best's Key Rating Guide or with a similar rating by another generally recognized rating agency. Contractors and/or subcontractors shall name the Parties as additional insureds, except on the Workers' Compensation Insurance. Contractor and/or subcontractor shall provide the Parties with an insurance certificate confirming compliance with the insurance requirements of this Section. The insurance certificate shall indicate that the Parties will be notified by the insurer not less than thirty (30) calendar days prior to any cancellation or material change in coverage (or ten (10) calendar days in the case of cancellation for nonpayment of premiums).

11. TAXES AND LIENS

11.1 Each party shall keep the Leased Fibers free from all liens, including, but not limited to, mechanics liens, and encumbrances by reason of the use of the Leased Fibers by the Customer. It is further agreed that in the event the Customer is required to pay taxes and fails to pay the Taxes when due, after being invoiced by Provider (net forty-five (45) days), the Provider shall have the right to pay the same and charge the amount thereof to the Customer, which shall pay the same, upon demand, together with interest of 1% monthly or the highest rate allowed by law, whichever is lower, which shall be charged only on any shortfall, from the date of such expenditure by the Provider.

11.2 Should any Taxes or other fees, regardless of form, be levied and/or assessed against the Provider and or its property due to the action or inaction of the Customer, unless otherwise contemplated or reasonably construed to be contemplated under this Agreement, then the Provider shall notify the Customer as soon as is reasonably practical. The Provider shall also provide the Customer with copies of any and all notices, bills, and other pertinent documentation. The Customer shall, by the later of forty-five (45) days of receipt of such written notification(s) or ten (10) business days prior to the specified due date for payment of the Taxes, pay to the Provider the amount(s) of any Taxes. If the Customer is a tax exempt entity and, as such, is entitled to purchase items free from federal, state and excise taxes. Invoiced amounts shall not include any such taxes provided that all applicable tax certificate forms have been submitted to Provider as permitted by law.

12. NOTICES

12.1 Except as otherwise expressly provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and shall be addressed as set forth below, or to such other contact/address as shall be provided by a Party to the other Party in writing:

The Provider:

Summit Broadband
Attn: President
4558 35th St
Orlando, Florida 32811
Phone: 407-996-8900
Email: president@summit-broadband.com

The Customer:

City of Winter
City Manager
Parsram Rajaram
401 South Park Avenue
Winter Park, FL 32789

With a copy to:

City Attorney
Care of the City Hall
401 South Park Avenue
Winter Park, FL 32789

12.2 Unless otherwise provided for in this Agreement, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service, or by facsimile and shall be deemed delivered: if sent by U.S. Mail, twenty (20) days after deposit; if sent by facsimile, upon verification of receipt; or, if sent by commercial overnight delivery service, upon verification of receipt; provided, however, that upon receipt of a returned notice marked "unclaimed" the sending Party shall make reasonable effort to contact and notify the other Party by telephone.

13. CONFIDENTIALITY AND PROPRIETARY INFORMATION

13.1 In connection with this Agreement, either party may furnish to the other certain information that is marked or otherwise specifically identified as proprietary or confidential ("Confidential Information"). This Confidential Information may include, among other things private easements licenses, utility agreements, permits, other right-of-way granting documents, specifications, designs, plans, drawings, data prototypes, and other technical and/or business information. For purposes of this Section 0, the party that discloses confidential Information is referred to as the "Disclosing Party", and the party that receives Information is referred to as the "Receiving Party".

13.2 When Confidential Information is furnished in tangible form, the Disclosing Party shall mark it as proprietary or confidential. When confidential Information is provided orally, the Disclosing Party shall, at the time of disclosure or promptly thereafter, identify the Confidential Information as being proprietary or confidential.

13.3 With respect to Confidential Information disclosed under this Agreement, the Receiving Party and its employees shall:

13.3.1 hold the Confidential Information in confidence, exercising a degree of care not less than the care used by the Receiving Party to protect its own proprietary or confidential information that it does not wish to disclose.

13.3.2 restrict disclosure of the Confidential Information solely to those of its employees who have a need to know in connection with the performance of this Agreement, and not disclose the Confidential Information to any other person or entity without the prior written consent of the Disclosing Party, provided that Receiving Party may disclose information concerning this Agreement to (i) its customers, potential buyers or buyers in connection with sales, purchases, licenses, or other use of its services or assets, (ii) its investors, potential investors, lenders, potential lenders, and consultants and advisors, provided such parties have executed nondisclosure agreements;

13.3.3 advise those employees of their obligations with respect to the Confidential Information; and

13.3.4 use the Confidential Information only in connection with the performance of this Agreement, except as the Disclosing Party may otherwise agree in writing.

13.4 Confidential Information shall be deemed the property of the Disclosing Party. Upon written request of the Disclosing Party, the Receiving Party shall return all Confidential Information received in tangible form, except that each party's legal counsel may retain one copy in its files solely to provide a record of such Confidential Information for archival purposes. If the Receiving Party loses or makes an unauthorized disclosure of Confidential Information it shall notify the Disclosing Party and use reasonable efforts to retrieve the Confidential Information.

13.5 The Receiving Party shall have no obligation to preserve the proprietary nature of Confidential Information which:

13.5.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

13.5.2 is or becomes publicly available by means other than unauthorized disclosure; or

13.5.3 is developed by or on behalf of the Receiving Party independently of any Confidential Information furnished under this Agreement; or

13.5.4 is received from a third party whose disclosure does not violate any confidentiality obligation.

13.6 If the Receiving Party is required to disclose the Disclosing Party's Confidential Information by an order or a lawful process of a court or governmental body, the Receiving Party shall promptly notify the Disclosing Party, and shall cooperate with the Disclosing Party in seeking reasonable protective arrangements before the Confidential Information is produced.

13.7 Each party agree that the Disclosing Party would be irreparably injured by a breach of this Section 0 by the Receiving Party or its representatives and that the Disclosing Party may be entitled to equitable relief, including injunctive relief and specified performance, in the event of any breach of the provisions of this Section 0. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 0, but shall be in addition to all other remedies available at law or in equity.

13.8 This Agreement is subject to Florida's Public Records Act. The Provider acknowledges that notwithstanding all other provisions herein, the City of Winter Park (Customer) is subject to Florida's very broad and stringent Public Records Act contained in Chapter 119, Florida Statutes.

Notwithstanding any other provision, the parties agree that the City of Winter Park must comply with Chapter 119 and must produce records upon demand pursuant to Section 119.07 (as all of these laws may be amended from time to time) unless there is a specific statutory exemption. The City of Winter Park's sole obligation is to assert an exemption, including exemption for trade secrets as allowed by Section 815.045, Florida Statutes, subject to the requirement that the Provider shall mark on each document that it contends is a trade secret a clear and conspicuous statement signed or initialed by an authorized representative of the Provider, that such document is a trade secret. In that event, such documents that are marked in that manner will be asserted as exempt if a public records demand is received, so long as the exemption is conspicuously noted on the face of the document and signed or initialed by an authorized representative of the Provider. Moreover, the Provider agrees that at the City's discretion it may produce all of such documents for a confidential of in-camera review by the court, and the court will determine if the exemption is applicable. Additionally, the Provider agrees to hold harmless and indemnify the City of Winter Park from and against any and all legal costs and damages it may be required to pay as a result of its assertion of a trade secret exemption from Chapter 119.

14. DEFAULT AND TERMINATION

14.1 Neither Party shall be in default under this Agreement or in breach of any provisions hereof unless and until it has been given written notice of such default by the other Party and shall have failed to cure such default within thirty (30) calendar days after receipt of such notice, except for default in any payment by the Customer, which default shall be cured within ten (10) business days after notice from the Provider. Where a default, other than for payment, cannot reasonably be cured within thirty (30) calendar days, if the defaulting Party shall proceed promptly to cure the same (within the thirty (30) day window for curing defaults) and prosecute such curing with due diligence, the time for curing such default shall be extended for such period of time, not to exceed an additional thirty (30) days, as may be necessary to complete such cure. Upon the failure to cure any such default within the above time frames, the Party giving notice of the default may thereupon terminate this Agreement without further notice and shall have the right to pursue any or all remedies available at law and/or equity. Should Customer terminate this Agreement or service because of a default by Provider, Customer shall not be liable for early termination fees as set forth below.

14.2 Upon expiration of the Initial Term or the then effective Renewal Term, as applicable, or upon termination, the Customer's lease of the Leased Fibers shall immediately terminate and all rights of the Customer to use the Leased Fibers and the Cable Facilities, or any part thereof, shall cease and the Provider may thereafter disconnect, terminate, remove or continue to use the Leased Fibers for any purpose without any liability or obligation to the Customer.

14.3 EARLY TERMINATION: This Section shall apply only if Customer terminates service without cause. Upon 90 day written notice to Provider, Customer may cancel service at any or all locations covered by the existing MSA.

A. Early termination fees during the Initial Term shall be as follows:

Months 1– 60 on initial term of service or the current renewal term: 100% of Service Charges that would have been due for the remainder of the Initial term or then current renewal term.

For clarification purposes, the parties agree to the following hypothetical example of how the above penalties will be applied:

If Customer terminates service in month 24, Customer shall be liable for (i) 100% of the Service Charges that would have been due until and including month 60. The maximum amount of assessment or payment due if there was an early termination shall be One Dollar (\$1.00) per year remaining on the lease term

at the time of early termination.

15. DISPUTES RESOLUTION

Disputes between the parties will be resolved through good faith negotiations or non-binding mediation. If litigation is necessary to resolve a dispute, the City of Winter Park enjoys a home venue privilege in Orange County, Florida and litigation shall be brought only in the court in Orange County, Florida that has jurisdiction over the amount in controversy.

16. FORCE MAJEURE

Except for payment of the license fee and other amounts, neither party shall have any liability for its delays or its failure to performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes beyond its control, whether or not similar to the foregoing.

17. SUCCESSION, ASSIGNABILITY


This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors or assigns.

LICENSEE shall not assign, transfer, or dispose this Agreement or any of its rights or obligations hereunder without prior written consent of LICENSOR, which shall not be unreasonably withheld; provided, however, that LICENSEE may assign or transfer this Agreement to a controlling or controlled affiliate or to a successor in the event of reorganization, including a merger or sale of substantially all of its assets, without the consent of LICENSOR. An assignment, transfer or disposition of this Agreement by LICENSEE shall not relieve LICENSEE of any of its obligations under this Agreement, unless LICENSEE obtains LICENSOR' express written consent for such release, which shall not be unreasonably withheld or delayed.

LICENSOR shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part, to any party. LICENSOR shall provide notice to LICENSEE as soon as possible of any assignment under this Section. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

Summit Broadband

By: 

Name: Andrew Kisselbein

Title: Senior Vice President

Date: 11/13/14

City of Winter Park

By: _____

Name: _____

Title: _____

Date: _____

**EXHIBIT A
LEASED FIBERS SERVICE ORDER
(Sample)**

EXHIBIT A DARK FIBER SERVICE ORDER FORM					
Customer Name					
Customer Information					
Initiator Contact			Technical Contact		
Street Address			Street Address		
City, State, Zip			City, State, Zip		
Telephone			Telephone		
Fax			Fax		
Email			Email		
Turn-up Contact			Maintenance Contact		
Street Address			Street Address		
City, State, Zip			City, State, Zip		
Telephone			Telephone		
Fax			Fax		
Email			Email		
Billing Information					
Customer Name					
Billing Contact			Telephone		
Fax			Email		
Street Address			City, State, Zip Code		
Site Comments					
Pricing					
Service (Dark Fiber): Location information below		Monthly Recurring	One Time Charge	Total One Time Charges	Total Monthly Recurring Charges
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
			TOTAL	\$0.00	\$0.00
Location Information (Ring 1)					
Location A			Location B		
Site Name			Site Name		
Street Address			Street Address		
City, State, Zip Code			City, State, Zip Code		
Site Contact	Phone	Email	Site Contact	Phone	Email
Demarc:			Demarc:		
Location C			Location D		
Site Name			Site Name		
Street Address			Street Address		
City, State, Zip Code			City, State, Zip Code		
Site Contact: Tech on Duty	Phone	Email	Site Contact	Phone	Email
Demarc:			Demarc:		
EXHIBIT A (Continued)					
Location Information Continued					
Location E			Location F		
Site Name			Site Name		
Street Address			Street Address		
City, State, Zip Code			City, State, Zip Code		
Site Contact	Phone	Email	Site Contact	Phone	Email
Demarc:			Demarc:		
Location G			Location H		
Site Name			Site Name		
Street Address			Street Address		
City, State, Zip Code			City, State, Zip Code		
Site Contact: Tech on Duty	Phone	Email	Site Contact	Phone	Email
Demarc:			Demarc:		
Notes					
Actual Distances will be provided once OTDR's are completed.					
Customer Signature: _____			Summit Broadband: _____		
Print: _____			Print: Andrew Kissenberth		
Title: _____			Title: _____		
Date: _____			Date: _____		

EXHIBIT B
PERFORMANCE SPECIFICATIONS

Design Criteria

The Provider will endeavor to keep the number of splices in a span to a minimum. Provider will review with Customer any need to increase the number of splice points and both Customer and Provider will mutually agree upon the number of splices that will be permitted in a span provided that it will exceed the performance specifications. [Summit: To be discussed.]

Optical Fiber Specifications

The Provider will meet the optical specifications as detailed below for all new cable installed: Optical Fiber Specifications - Single mode Fiber (if applicable)

The Provider makes under this Agreement. The 0.3 dB splice average will only apply to splices between cables of identical physical and optical properties (i.e. core and cladding dimensions, refractive index and optical loss characteristics).

IV. End-To-End Attenuation Acceptance Criteria

The cable system will be tested at both wavelengths specified for each cable type as specified below unless otherwise stated in this Agreement:

Parameter	Symbol	Minimum	Typical	Maximum	Units	Notes and Conditions
Transmitter						
Transmitter wavelength		1530		1565	nm	
Side-mode suppression ratio	SMSR	30			dB	
Transmitter extinction ratio		9			dB	
Transmitter optical output power	P_{out}	0		4.0	dBm	Average power coupled into single-mode fiber
Receiver						
Receiver optical input wavelength		1530		1565	nm	The receiver can tolerate a wavelength range from 1260 to 1565, but the specifications are guaranteed for a signal received with the transmit wavelength range
Receiver damage threshold				-1	dBm	
Dispersion tolerance		0		1600	ps/nm	
Optical input power	P_{in}	-24.0		-7.0	dBm	At bit error rate (BER) = $10e^{-12}$ with IEEE 802.3 test pattern
Dispersion power penalty at 1600 ps/nm				3	dB	At bit error rate (BER) = $10e^{-12}$ with IEEE 802.3 test pattern

The end-to-end attenuation acceptance criteria will be based on the following formula: Maximum acceptable end-to-end attenuation = (A X L)+(0.3 X Nsp)+C

where:

A = Max. attenuation at each wavelength (A1 and A2) as specified in Section II above.

L = Installed length of the cable in kilometers (km).

Nsp = Number of fiber splices in the cable system.

C = Connector/pigtail loss. The attenuation contribution of each pigtail with associated connector is considered to be 1.3 dB, comprised of 1.0 db connector loss and 0.3 dB splice loss (pigtail to OSP cable splice).

Therefore, C = 1.3 dB if the span is connectorized on one end and 2.6 db if the span is connectorized on both ends.

The parameters above are guaranteed unless otherwise specified.

In the event that the fiber measured attenuation values change after the cable is installed, and is degraded by 2 dB or greater than specified above, the Provider will perform corrective maintenance pursuant to Section 4.4 to attempt to restore the fiber to-its original specified attenuation values.

**EXHIBIT C
COMMENCEMENT DATE**

[Summit: To be discussed.]

Commencement date will begin when Provider completes and tests connectivity between Segments and Customer agrees Segments are properly functioning per the agreed upon terms and formal Acceptance sign-off by Customer has occurred. Provider will allow 15 business days for Customer to test connectivity once Provider has completed its testing. Formal Acceptance sign-off by Customer will occur if Customer finds no issues in its testing during the 15 business day period. If, however, Customer determines there is an issue during the 15 business day period, Customer shall notify Provider and Provider will have 5 days to correct such issue. Customer shall then have 5 business days to test after such correction; if Customer finds no issues after such 5 business day period, Customer shall provide Provider with the Acceptance sign-off.

EXHIBIT D
FIBER & MAINTENANCE DESCRIPTION

Fiber:

Summit Broadband (SBB) will provide the City of Winter Park (WP) with fiber capacity along a 7 mile path. This "fiber run" will consist of both SBB and WP conduit systems interchanging at two separate meet points/hand holes. In a 3 segment breakdown, SBB will begin its fiber run at the WP Central Utilities Complex on the North side of Howell Branch Road and the Temple Drive intersection. From this starting point SBB will run its fiber in the WP owned conduit south along Temple Drive all the way to Palmer Avenue. SBB's fiber will continue in the WP conduit west along Palmer Avenue until reaching the NE corner of Alabama Drive and Palmer Avenue. Once at the NE corner of Alabama Drive and Palmer Avenue, SBB fiber will exit the WP conduit system and move into SBB's conduit at the same location continuing west to Old England Avenue. Once hitting Old England Avenue, SBB's fiber and conduit will run south on Old England Avenue (west side) and away from Palmer Avenue. At the Old England Avenue and Webster Avenue Intersection, SBB's fiber and conduit will then turn west and run along the South side of Webster Avenue where it will meet the existing WP conduit at the SE corner of Webster Avenue and N. New York Avenue. At Webster and New York, SBB's fiber will exit SBB's conduit and enter WP's conduit. From the same intersection, SBB's fiber will run in the WP conduit south along N. New York Avenue until reaching the far south side of the Winter Park Country Club golf campus. At the this point, WP's conduit will turn west going underneath the rail road and entering the North side of the Winter Park Public Safety Building. SBB will provide WP 12 fibers along this entire 7 mile path and will splice all segments in between. WP will be responsible for splicing each end point and any associated panel terminations. Pricing for future service requests for this path will be based on time and material.

Maintenance:

Summit Broadband (SBB) will own, manage, and maintain the full fiber run for the City of Winter Park (WP) regardless of which conduit the fiber resides within. WP will be responsible for any and all road relocates required of its existing conduit that SBB will use for this fiber run.

EXHIBIT D DIAGRAM

Color Code:

Green is Winter Park conduit

Orange is Summit Broadband conduit

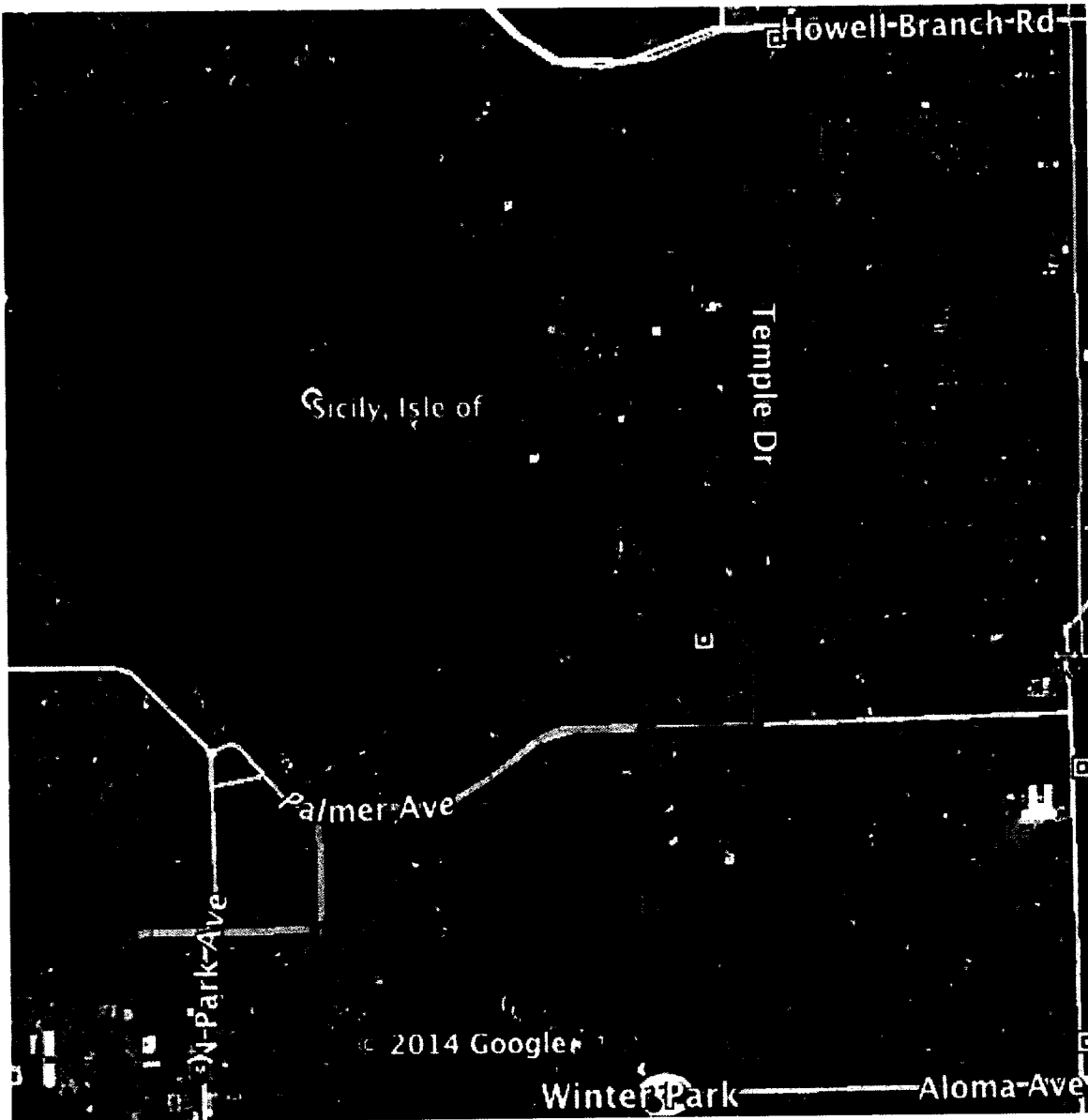


EXHIBIT E
ESCALATION CONTACTS

Summit Broadband's System is maintained in accordance with industry standards. Should a problem with the service arise, please call the following numbers:

7 days per week, 24 hours per day: 407-998-4611

The Network Operations Center (NOC) will escalate continuing troubles through Network Operations Management.

The NOC will initiate trouble into the Facility System and coordinate all restoration activity. Upon clearance, the NOC will notify the trouble-reporting location of clearance and reason for outage.

NOC shall, within four (4) hours of notification of trouble reporting, be on site and begin investigating and correcting the reported condition.

Upon completion of error resolution, NOC shall provide Customer within one (1) business day a report that outlines the error, who performed the work and the resolution of the error.

If NOC does not respond in accordance with the time frames indicated the following is the escalation list of contacts:

	Position	Name	Email:	Mobile Phone
1	Director of Network Engineering	Josh Foster	jfoster@summit-broadband.com	407-766-5921
2	Vice President of Engineering	John Pietri	jpietri@summit-broadband.com	407-952-0901
3	Vice President and General Manager	Andy Kissenberth	akissenberth@summit-broadband.com	407-310-4060
4	President	Richard Pardy	president@summit-broadband.com	816-813-6116

**EXHIBIT A
DARK FIBER SERVICE ORDER FORM**

Customer Name: City of Winter Park

Customer Information

Initiator Contact	Parsram Rajaram	Technical Contact	George Bradley
Street Address	401 Park Ave. South	Street Address	401 Park Ave. South
City, State, Zip	Winter Park, FL 32789	City, State, Zip	Winter Park, FL 32789
Telephone	407.599.3432	Telephone	407.599.3689
Fax	407.691.6447	Fax	407.691.6751
Email	parsram@cityofwinterpark.org	Email	gbradley@cityofwinterpark.org
Turn-up Contact	Parsram Rajaram	Maintenance Contact	George Bradley
Street Address	401 Park Ave. South	Street Address	
City, State, Zip	Winter Park, FL 32789	City, State, Zip	
Telephone	407.599.3432	Telephone	
Fax	407.691.6447	Fax	
Email	parsram@cityofwinterpark.org	Email	

Billing Information

Customer Name	Accounts Payable		
Billing Contact	Accounts Payable	Telephone	
Fax		Email	
Street Address	401 Park Ave. South	City, State, Zip Code	Winter Park, FL 32789
Site Comments			

Pricing

Service (Dark Fiber): Location information below	Monthly Recurring	One Time Charge	Total One Time Charges	Total Monthly Recurring Charges
Free Dark Fiber Lease to City of	\$0.00	\$1.00	\$1.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL		\$1.00	\$0.00


11/13/14

Location Information (Ring 1)

Location A			Location B		
Site Name	Winter Park Public Safety Complex		Site Name	Public Works Complex	
Street Address	500 N Virginia Ave		Street Address	1409 Howell Branch Road	
City, State, Zip	Winter Park, FL 32789		City, State, Zip	Winter Park, FL 32789	
Site Contact:	Phone	Email:	Site Contact:	Phone: 407-599-	Email:
Parsram Rajaram	407.599.3432	parsram@cityofwinterpark.org	Parsram Rajaram	3432	parsram@cityofwinterpark.org
Demarc:			Demarc:		

Location C			Location D		
Site Name	N/A		Site Name	N/A	
Street Address			Street Address		
City, State, Zip Code			City, State, Zip Code		
Site Contact:	Phone	Email	Site Contact	Phone	Email
Tech on Duty					
Demarc:			Demarc		

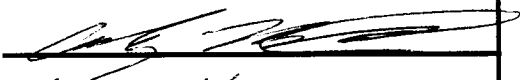
Location Information

Location E			Location F		
Site Name	N/A		Site Name	N/A	
Street Address			Street Address		
City, State, Zip Code			City, State, Zip Code		
Site Contact:	Phone	Email	Site Contact:	Phone	Email
Demarc:			Demarc:		

Location G			Location H		
Site Name	N/A		Site Name	N/A	
Street Address			Street Address		
City, State, Zip Code			City, State, Zip Code		
Site Contact:	Phone	Email	Site Contact	Phone	Email
Tech on Duty					
Demarc:			Demarc		

Notes

Actual Distances will be provided once OTDR's are completed.

Customer Signature:	_____	Summit Broadband:	
Print:	_____	Print:	Andrew Kisselberth
Title:	_____	Title:	Senior Vice President
Date:	_____	Date:	11/18/14



city commission public hearing

Item type	Public Hearing	meeting date	November 24, 2014	
prepared by	Terry Hotard	approved by	<input checked="" type="checkbox"/> City Manager	
department	Electric Utility		<input type="checkbox"/> City Attorney	
division	Administration		<input type="checkbox"/> N/A	
board approval		<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N/A final vote
strategic objective	<input type="checkbox"/> Exceptional Quality of Life	<input type="checkbox"/> Fiscal Stewardship		
	<input checked="" type="checkbox"/> Intelligent Growth & Development	<input type="checkbox"/> Public Health & Safety		
	<input type="checkbox"/> Investment in Public Assets & Infrastructure			

subject

Request to vacate the utility easement located at 1245 Orange Avenue - **SECOND READING OF ORDINANCE**

motion | recommendation

Approve the vacate request.

background

Jewett Orthopedic Clinic is requesting the City vacate a distribution easement granted to Florida Power Corporation dated December 1982. All electric facilities within the defined easement area have been removed. (See Attachment)

alternatives | other considerations

N/A

fiscal impact

None

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 1245 ORANGE AVENUE, 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 the Easterly 10 feet of the Westerly 5 feet of Lots 18, 19 and 20, Palmetto Company's addition to Winter Park, according to the plat thereof recorded in plat book "E", page 14, Public Records of Orange County, Florida, lying and being in Section 12, Township 22 South, Range 29 East.

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, Florida, on the _____ day of _____, 2014.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham

Ordinance No. _____-14
Page 2



JEWETT ORTHOPAEDIC CLINIC

HEADQUARTERS, 1285 Orange Avenue, Winter Park, FL 32789
STIRLING CENTER, 701 Platinum Point, Lake Mary, FL 32746
MEDPLEX, 7300 Sandlake Commons Boulevard, Suite 127, Orlando, FL 32819
INTERNATIONAL PLAZA, 3451 Technological Ave., Suite 15, Orlando, FL 32817
DOWNTOWN ORLANDO, 1717 South Orange Ave., Suite 103, Orlando, FL 32806
RDV SPORTSPLEX, 8701 Maitland Summit Boulevard, Orlando, FL 32810
CONVENIENT CARE CENTER, 801 S. Orlando Ave., Suite A-K, Winter Park, FL 32789
ORLANDO EAST, 7975 Lake Underhill Rd. Suite 330, Orlando, FL 32822
Main FAX #407-643-2801 • Website: www.jewettortho.com

- Phone: 407-647-2287
- Phone: 407-206-4500
- Phone: 407-345-1646
- Phone: 407-380-8705
- Phone: 407-236-0404
- Phone: 407-916-4120
- Phone: 407-599-3710
- Phone: 407-381-8441

Eugene L. Jewett, M.D. (1900-1987)
Founder

Gregory O. Munson, M.D.
Surgery of the Spine

John R. Chase, M.D.
Knee and Ankle Surgery

Richard L. Shure, M.D.
Surgery of the Hand

Hugh B. Morris, M.D.
Knee and Hip Arthritis Surgery,
Arthroscopic Surgery of the Knee,
Sports Medicine

Richard M. Konsens, M.D.
Arthroscopic and Reconstructive
Surgery of the Knee, Sports Medicine

Reginald L. Tall, M.D.
Surgery of the Spine

John A. Papa, M.D.
Foot and Ankle Surgery

Brian K. Barnard, M.D.
Surgery of the Hand, Arthroscopic
and Reconstructive Surgery of the
Shoulder and Elbow

Janet M. Robison, M.D.
Arthroscopic and Reconstructive Surgery
of the Knee

Adam S. Fenichel, M.D.
Surgery of the Hand
Pediatric Orthopaedic Surgery

Joseph B. Billings, D.O.
Arthroscopic and Reconstructive
Surgery of the Knee, Hip and Shoulder,
Sports Medicine

Colleen M. Zittel, M.D.
Rehabilitation Medicine and
Electrodiagnosis

Wadih S. Macksoud, M.D.
Surgery of the Hand, Elbow and
Shoulder

Jeffrey A. Deren, M.D.
Surgery of the Hand

Craig M. Mintzer, M.D.
Sports Medicine and Arthroscopic
Surgery of the Knee and Shoulder

Kenneth A. Krumins, M.D.
Arthroscopic and Reconstructive Knee
Surgery, Sports Medicine, Lower
Extremity Trauma

Mark A. Beckner, M.D.
Surgery of the Spine and Minimally
Invasive Spinal Surgery

Michael V. Jablonski, M.D., President
Arthroscopic and Reconstructive
Surgery of the Knee and Shoulder,
Sports Medicine

Steven C. Choung, M.D.
Foot and Ankle Surgery

Kurt A. Gasner, M.D.
Hand Surgery, Shoulder and Elbow
Surgery

Philip A. Meinhardt, M.D.
Spine Surgery

Sean M. McFadden, D.O.
Surgery of the Knee and Shoulder,
Sports Medicine

Benjamin K. Miller, M.D.
Orthopaedic Surgery and Orthopaedic
Traumatology

Pratik P. Desai, M.D.
Hip and Knee Reconstruction and
Arthroplasty

Luis A. Gandara, M.D.
Primary Care Sports Medicine and
Electrodiagnosis

Patrick F. Emerson, M.D.
Surgery of the Hand and Upper Extremity

October 7, 2014

Donald J. Marcotte, P.E., City Engineer
180 West Lyman Avenue
401 Park Avenue South
Winter Park, Florida 32789

RE: Easement Release / Request to Vacate Easement - 1245 Orange Ave.,
Winter Park FL

Dear Mr. Marcotte

Please accept this letter as request to vacate the easement located at 1245 Orange Ave., Winter Park FL, 2839 Sec. 12, Township 22 S , Range 29 E. This easement was utilized for overhead power line that has been removed to facilitate the Construction of the new Winter Park Surgery Center now under construction at this location. The poles and lines have been removed and replaced by an underground service outside of this easement.

We need this accomplished ASAP within the month of October if possible. Please contact me directly should you have questions or need further information.

Sincerely

Charles May
CEO
Jewett Orthopaedic Clinic, LLC
1285 Orange Avenue
Winter Park, FL 32789

CELEBRATING OVER 75 YEARS OF ORTHOPAEDIC LEADERSHIP

Charles M. May, Chief Executive Officer



DISTRIBUTION EASEMENT

THIS EASEMENT, Made this day between

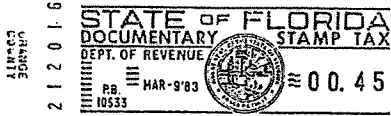
Mandib Inc.

a Florida corporation,
(State)

its successors and assigns ("GRANTOR"), and FLORIDA POWER CORPORATION, a Florida corporation, its successors, lessees and assigns ("GRANTEE");

WITNESSETH, That, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and service and communication services; said facilities being located in the following described "Easement Area" within GRANTOR's premises in Orange County, Florida, to wit:

A 10 foot wide Easement Area defined as comprising the Easterly 10 feet of the Westerly 15 feet of Lots 18, 19, and 20, Palmetto Company's addition to Winter Park, according to the plat thereof recorded in plat book 'E', page 14, Public Records of Orange County, Florida. Lying and being in Section 12, Township 22 South, Range 29 East.



The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE

This document prepared by
BLAIR W. CLARK
RETURN TO: Real Estate Dept.
Florida Power Corporation
P. O. Box 14042
St. Petersburg, Fl 33733

Corporate 913 532 (5)

Section 12 Township 22 S. Range 29 E. County Orange
Project Name: Jewett Clinic, P.R. Ext. WPE-380, 1982

shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation.

GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

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

IN WITNESS WHEREOF, the GRANTOR has caused this easement to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this 10th day of December, 19 82.

WITNESSES:

Emma Le Rich
Nelda Long

Marlib, Inc.
(Name of Corporation)
By [Signature] President

ATTEST:
Thomas A. Stanford
Secretary

STATE OF Florida)
COUNTY OF Orange) ss.

The foregoing easement was acknowledged before me this 10th day of December, 19 82,
by Louis P. Brady as _____ President and by
Thomas A. Stanford as _____ Secretary, respectively,
of Marlib, Inc.

a corporation of the State of Florida, on behalf of the corporation as GRANTOR.

Robert C. Coledge
Notary Public



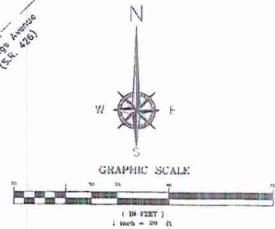
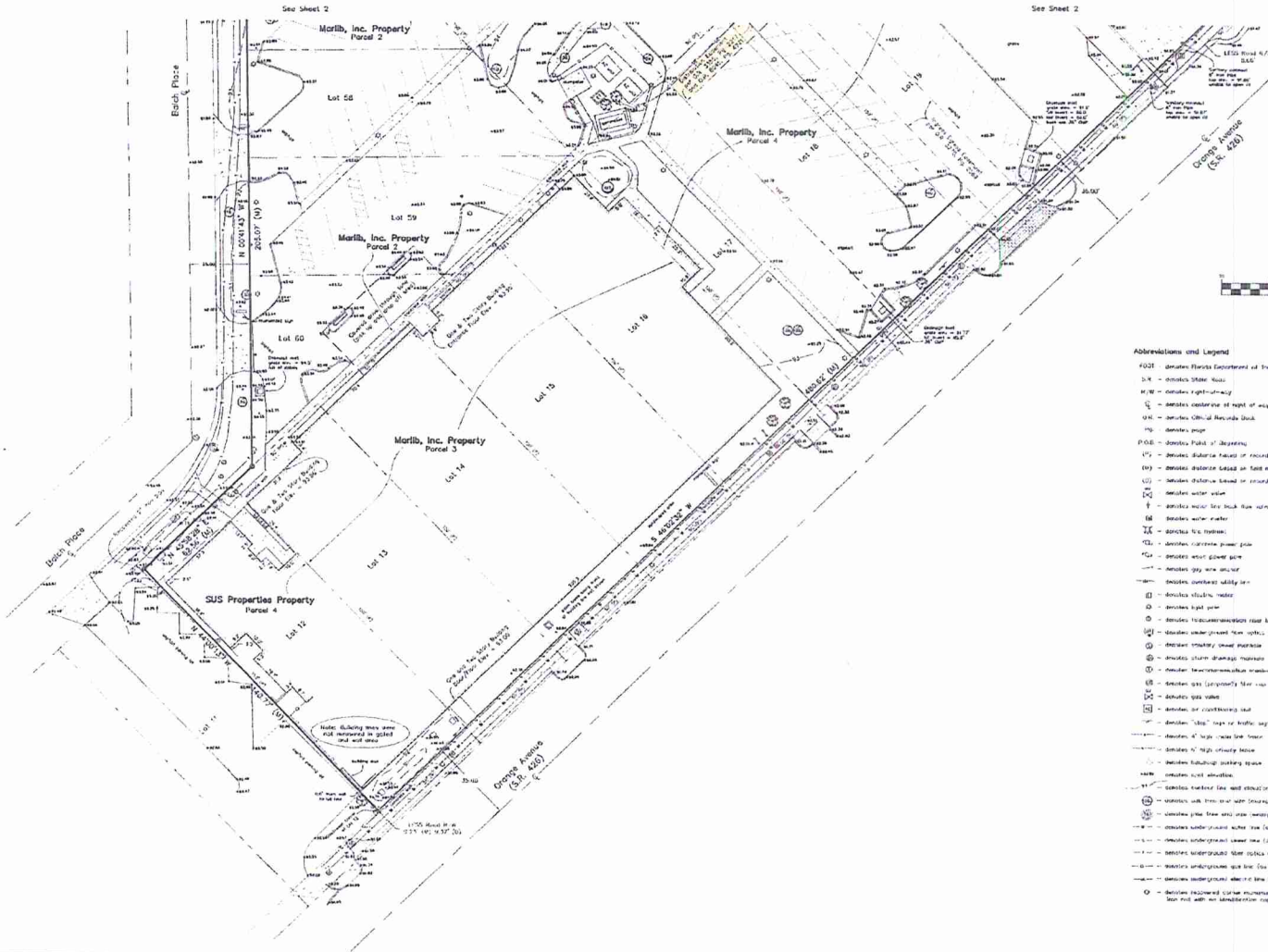
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 30 1985
R. C. COLEDGE, UNDERWRITERS

RECORDED & RECORD VERIFIED

Thomas A. Baker
County Comptroller, Orange Co., Fla.

12-228-29E
MARLIB, INC.
ORANGE

**Boundary and Topographic Survey
of Jewitt Orthopaedic Clinic, Winter Park, Florida
Section 12, Township 22 South, Range 29 East**



Abbreviations and Legend

- FOOT - denotes Florida Footcorder of Transverse
- S-R - denotes State Road
- R/W - denotes right-of-way
- ⊥ - denotes corners of right of way
- ⊕ - denotes center of concrete block
- ⊙ - denotes pipe
- P.O.B. - denotes Point of Beginning
- ⊕ - denotes distance from to record post
- ⊕ - denotes distance based on total measurement
- ⊕ - denotes distance based on recorded deed
- ⊕ - denotes water valve
- ⊕ - denotes water line (black line note)
- ⊕ - denotes water meter
- ⊕ - denotes fire hydrant
- ⊕ - denotes concrete power pole
- ⊕ - denotes wood power pole
- ⊕ - denotes guy wire anchor
- ⊕ - denotes overhead utility line
- ⊕ - denotes electric meter
- ⊕ - denotes type pipe
- ⊕ - denotes telecommunication fiber line
- ⊕ - denotes underground fiber optic junction box
- ⊕ - denotes trench (road) manhole
- ⊕ - denotes storm drainage manhole
- ⊕ - denotes stormwater retention structure
- ⊕ - denotes eye (or possibly) flag cap for underground pipe
- ⊕ - denotes gas meter
- ⊕ - denotes air conditioning unit
- ⊕ - denotes "flag" cap or traffic sign
- ⊕ - denotes 4" high metal fire hydrant
- ⊕ - denotes 4" high utility house
- ⊕ - denotes fireplug/bucking house
- ⊕ - denotes fuel storage
- ⊕ - denotes boundary line (wall) structure
- ⊕ - denotes curb line (curb) side (outside of) curb line
- ⊕ - denotes fire line (curb) side (inside of) curb line
- ⊕ - denotes underground water line (as marked by others)
- ⊕ - denotes underground sewer line (as marked by others)
- ⊕ - denotes underground steel pipe or telephone line
- ⊕ - denotes underground gas line (as marked by others)
- ⊕ - denotes underground electric line (as marked by others)
- ⊕ - denotes reinforced concrete measurement (1" x 1/2" type or 1/2" steel rod with an identification mark, unless otherwise noted)

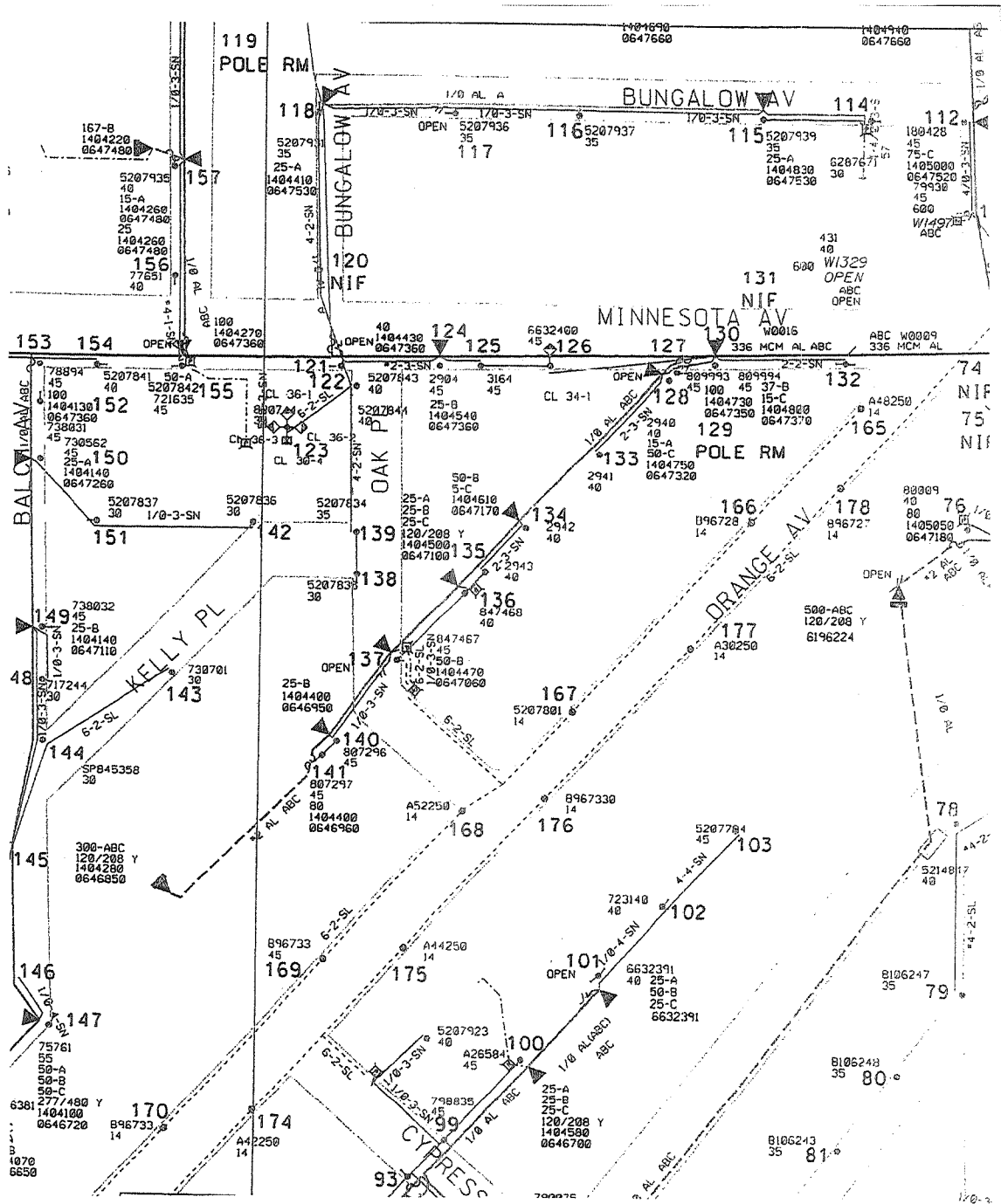
See sheet next for property dimensions, north and elevations and surveyor's report.

Benchmark Surveying & Mapping, LLC
 Certified Professional Surveyors - Florida
 P.O. Box 240, Jewitt, Winter Park, Florida 32789
 386.947.1111 (FL) 386.947.1111
 www.benchmarksurveying.com

**Boundary and Topographic Survey
of Jewitt Orthopaedic Clinic, Winter Park, Florida
Section 12, Township 22 South, Range 29 East**

DATE	12/15/2015
PROJECT NUMBER	15-001
SCALE	1" = 20'
DATE PLOTTED	12/15/2015

DATE	12/15/2015
PROJECT NUMBER	15-001
SCALE	1" = 20'
DATE PLOTTED	12/15/2015





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

- 1) **Submit letter of request, including reasons for requesting the Easement Release.**
- 2) **Submit a copy of a Survey Plat showing the proposed area to be released.**
- 3) **Submit copies of letters from all utility companies stating their position on the proposed release. (List at bottom of page).**

The request is to be submitted to the City Engineer, at 180 West Lyman Avenue, for City of Winter Park, 401 Park Avenue South, Winter Park, Florida 32789. Should there be any questions regarding Release of Easements, contact Donald J. Marcotte, P.E., City Engineer (407) 599-3424 or E-mail: dmarcotte@cityofwinterpark.org.

UTILITY CONTACT LIST

TECO/Peoples Gas
600 West Robinson
P.O. Box 2433
Orlando, FL 32802-2433
Attn: Bruce A. Stout, Sr. Engineer Tech
407-428-2678
407-543-6174 FAX

Bright House Networks Inc
Marvin Usry
407-532-8509
P J King, Construction Supervisor
407-532-8508
3767 All American Blvd.
Orlando, FL 32810
407-532-8544 FAX

City of Winter Park
Phil Daniels
Water/Wastewater Asst. Utility Director
401 Park Avenue South
Winter Park, FL 32789-4386
407-599-3355
407-599-3417 FAX

Progress Energy Florida Inc.
3300 Exchange Place
Lake Mary, FL 32746
Lori L. Herring
Easement Specialist
407-942-9463
407-942-9417 FAX

Embarq, Florida Inc
Steve O'Brien
407-830-3278
Robert Gadek
407-830-3421
952 First St.
Altamonte Springs, FL 32701
407-260-2683 FAX

City of Winter Park
Jerry Warren
Electric Director
401 Park Avenue South
Winter Park, FL 32789-4386
407-599-3491
407-599-3417 FAX

Date: October 6th 2014

Jerry Warren
Electric Director
180 West Lyman Avenue
401 Park Avenue South
Winter Park, Florida 32789

Dear Mr. Warren:

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) 1245 Orange Ave., Winter park FL 2839 Sec. 12, Township 22 S , Range 29 E 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 Jewett Orthopaedic Clinic, LLC

1245 ~~1285~~ Orange Avenue
Winter Park, FL 32789

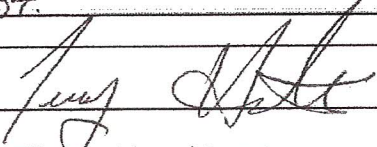
If you have any questions, please contact __ Philip Tanner 407-545-4701

Sincerely

Name: Charles May , CEO
Jewett Orthopaedic Clinic, LLC
Address:
1285 Orange Avenue
Winter Park, FL 32789

-
- The subject parcel is not within our service area.
- The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.
- The subject parcel is within our service area. We object to the vacation.

Additional comments: EASEMENT TO BE VACATED IS FLORIDA POWER CORP. DOCUMENT.

Signature: 

Print Name: TERRY HOTARD

Title: ELECTRIC UTILITY- ASSIST DIR.

Date: 10-20-2014



city commission public hearing

Item type	Public Hearing	meeting date	November 24, 2014		
prepared by	Terry Hotard	approved by	<input checked="" type="checkbox"/>	City Manager	
department	Electric Utility		<input type="checkbox"/>	City Attorney	
division	Administration		<input type="checkbox"/>	N A	
board approval		<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N A	final vote
strategic objective	<input type="checkbox"/> Exceptional Quality of Life			<input type="checkbox"/> Fiscal Stewardship	
	<input checked="" type="checkbox"/> Intelligent Growth & Development			<input type="checkbox"/> Public Health & Safety	
	<input type="checkbox"/> Investment in Public Assets & Infrastructure				

subject

Request to Vacate Easement, 500 W. Morse Blvd. – **SECOND READING OF ORDINANCE**

motion | recommendation

Approve vacate request.

background

DePugh Nursing Home is requesting the City vacate a distribution easement granted to Florida Power Corporation in 1976. All electric facilities within the defined easement area have been removed.(See Attachment)

alternatives | other considerations

na

fiscal impact

None

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

ORDINANCE NO. 2984-14

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING THE EASEMENT LOCATED AT 500 W. MORSE BOULEVARD, 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:

All of Lots 6, 7, 8, 9, 10 and the North 63 feet of Lots 11, 12, 13, and all of Lots 19, Also, the North ½ of the platted alley lying South of said Lots 6, 7, 8, 9, and 10, and the South ½ of the platted alley lying North of said Lot 19, all in Block 33, Town of Winter Park, as recorded in plat book "A", page 70, Public Records of Orange County, Florida. Lying and being in Section 6, Township 22 South, Range 30 East. A 10 foot wide Easement Area, centerline of said Easement Area to begin 5 feet North of the Western most South corner of the above described property and extend North 74 degrees East 81 feet to the end of said Easement Area.

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, Florida, on the 24th day of November, 2014.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham

SWANN HADLEY STUMP
DIETRICH & SPEARS
PROFESSIONAL ASSOCIATION

Pervie P. Swann (1895-1984)

Sharon B. Abner
Karen M. Brown
Stuart P. Buchanan
D. Paul Dietrich II
Kristyn D. Elliott
Ralph V. Hadley III
Jeremy Holt
Benjamin C. Iseman

Attorneys and Counselors at Law
Since 1924
www.swannhadley.com

September 30, 2014

Eric B. Jontz
Jeffrey R. Jontz
Richard A. Leigh
Douglas C. Spears
John R. Stump
Richard R. Swann
Leigh A. Williams

Donald P. Dietrich
Of Counsel

Jeffrey Briggs, Director
Planning & Community Development
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

RECEIVED

OCT - 2 2014

CITY OF WINTER PARK
PLANNING DEPARTMENT

Re: DePugh Nursing Home

Dear Jeff:

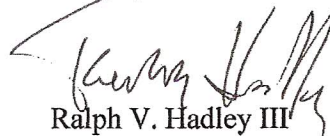
It was good to talk to you today. Pursuant to our discussions, I wanted to provide you with some information over a "dead end" easement that impairs the title to the DePugh property. Enclosed is a copy of the Easement in question which was granted to Florida Power Corporation in 1976. Also enclosed is a portion of a survey recently performed on the DePugh property showing Lots 12 and 13. As you can see there is a dead end easement coming off of Pennsylvania Avenue up into the middle of the DePugh property which at this point and time serves no purpose whatsoever.

It is the request of the DePugh Nursing Home folks that this easement be vacated as it is a dead end easement, provides no access at the present time and serves no useful purpose.

If you have any questions or need any additional information, please do not hesitate to contact me.

Thanks in advance as always for your assistance.

Very truly yours,



Ralph V. Hadley III

RVH/gm

Enclosures.

CC: Richard O. Baldwin, Jr.

H:\HADLEY\1 CLIENTS\DEPUGH NURSING HOME\L-JEFF BRIGGS 9-30-14.DOC

Date: October 14, 2014

Terry Hotard
Assistant Director
Electric Utility Winter Park

Dear Mr. Hotard _____ :

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 500 West Morse Boulevard 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 500 West Morse Blvd., Winter Park, FL 32789 If you have any questions, please contact Tonya Oliver _____.

Sincerely

Mary Lee DePugh Nursing Home
Name: Association, Inc.
Address: 500 W Morse Blvd.
City, State, Zip Code: Winter Park, FL 32789

Richard O. Bode
SECRETARY - MARY LEE DEPUGH NURSING HOME ASSOCIATION, INC.

-
- The subject parcel is not within our service area.
- The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.
- The subject parcel is within our service area. We object to the vacation.

Additional comments: _____

Signature: *Terry Hotard*
Print Name: TERRY HOTARD
Title: Assist Director - Electric Utility WP
Date: Oct 6 2014

THIS EASEMENT, made this 4th day of February, 1976

between MARY LEE DEPUGH NURSING HOME ASSOCIATION, INC., a Florida corporation, ~~not for profit~~ GRANTOR, and FLORIDA POWER CORPORATION, a Florida corporation (GRANTEE).

30
15

WITNESSETH, That for and in consideration of the mutual benefits, covenants, and conditions contained herein, GRANTOR grants and conveys to GRANTEE, its successors, lessees, and assigns, an easement to install, operate and maintain, for as long as GRANTEE requires the use of GRANTOR'S premises, or until the use thereof is abandoned by GRANTEE, such facilities as are necessary and desirable in rendering underground electric service, and, when applicable, telegraph and telephone communication service to

MARY LEE DEPUGH NURSING HOME

said facilities being located on the following described premises of GRANTOR in Orange County, Florida, to-wit:

All of Lots 6, 7, 8, 9, 10 and the North 63 feet of Lots 11, 12, 13, and all of Lot 19; Also: the North 1/4 of the platted alley lying South of said Lots 6, 7, 8, 9 & 10, and the South 1/4 of the platted alley lying North of said Lot 19, all in Block 33, Town of Winter Park, as recorded in plat book 'A', page 70, Public Records of Orange County, Florida. Lying and being in Section 6, Township 22 South, Range 30 East.

A 10 foot wide Easement Area, centerline of said Easement Area to begin 5 feet North of the Westernmost South corner of the above described property and extend North 74° East 81 feet to the end of said Easement Area.

~~GRANTEE shall have the right to install, operate and maintain, for as long as GRANTEE requires the use of GRANTOR'S premises, or until the use thereof is abandoned by GRANTEE, such facilities as are necessary and desirable in rendering underground electric service, and, when applicable, telegraph and telephone communication service to~~

GRANTEE shall have the right to repair or alter said facilities, including the right to alter the voltage thereof, together with all rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purposes above described. GRANTEE shall have the right to clear the easement of any and all physical objects which, in the opinion of GRANTEE, endanger proper operation.

GRANTOR further grants the reasonable right for GRANTEE to enter GRANTOR'S premises adjoining said easement in exercising the rights granted.

GRANTOR shall not utilize GRANTEE'S easement in any way or manner which would create a dangerous condition with respect to said facilities, or create any interference with the safe and efficient construction, operation and maintenance thereof without first giving written notification to GRANTEE, together with written plans of such proposed utilization of the easement area.

GRANTOR agrees to reimburse GRANTEE for any relocation of facilities necessitated by GRANTOR'S planned utilization of said easement, and GRANTOR covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with the facilities by GRANTOR, its agents or employees.

The easement herein granted is not exclusive and GRANTOR reserves the right to grant rights to others affecting the said easement, provided that (1) notice is first given to GRANTEE, and (2) in the reasonable judgment of GRANTEE such rights do not create a dangerous or unsafe condition, or unreasonably conflict with the rights hereunder.

GRANTOR covenants that it has the right to convey this easement, and that GRANTEE shall have quiet and peaceful possession and use of this easement.

All covenants, terms and conditions shall inure to the benefit of, and be binding upon, the parties and their respective successors, lessees, and assigns.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed in its name by its President and its corporate seal to be affixed, witnessed by its Secretary, the day and year first above written.

Signed, sealed and delivered in the presence of
James E. Hall
Kenneth F. Johnson

Mary Lee Depugh Nursing Home Association Inc.
(Name of Corporation)
By [Signature]
(Title)
By Rebecca [Signature]
Secretary

STATE OF FLORIDA)
COUNTY OF ORANGE) SS.

I HEREBY CERTIFY that on this 4th day of February

A. D. 1976, before me personally appeared P. D. Shipley
and Roberta J. Bailey, respectively

President and _____ Secretary of _____

Mary Lee DePugh Nursing Home Association, Inc., a corporation of the
State of Florida, not for profit, to me known to be the persons

described in and who executed the foregoing instrument to the FLORIDA POWER CORPORATION and
severally acknowledged the execution thereof to be their free act and deed as such officers, for the
uses and purposes therein mentioned; and that they affixed thereto the official seal of said corpora-
tion, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal in said County and State, the day and year last
aforesaid.

(NOTARIAL SEAL)

Herbert T. Munch
Notary Public
STATE OF FLORIDA

My Commission Expires:
February 16, 1976

ORANGE COUNTY 140184
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
MAR 15 '76 00:30

ORANGE COUNTY 138594
FLORIDA DOCUMENTARY SUR TAX
DEPT. OF REVENUE MAR 15 '76 00:55

UNDERGROUND DISTRIBUTION LINE EASEMENT

RECORDED & RECORD VERIFIED

Herbert T. Munch
County Comptroller, Orange Co., Fla.

PENNSYLVANIA AVENUE
(50' R/W)

FND 1 1/8" IP
NO #

BRICK

BRICK

153.01' MEAS
153.00' CALC

CONC RAMP

CONC RAMP

LOT 13

LOT 12

LOT 11

DRAINAGE & RETENTION

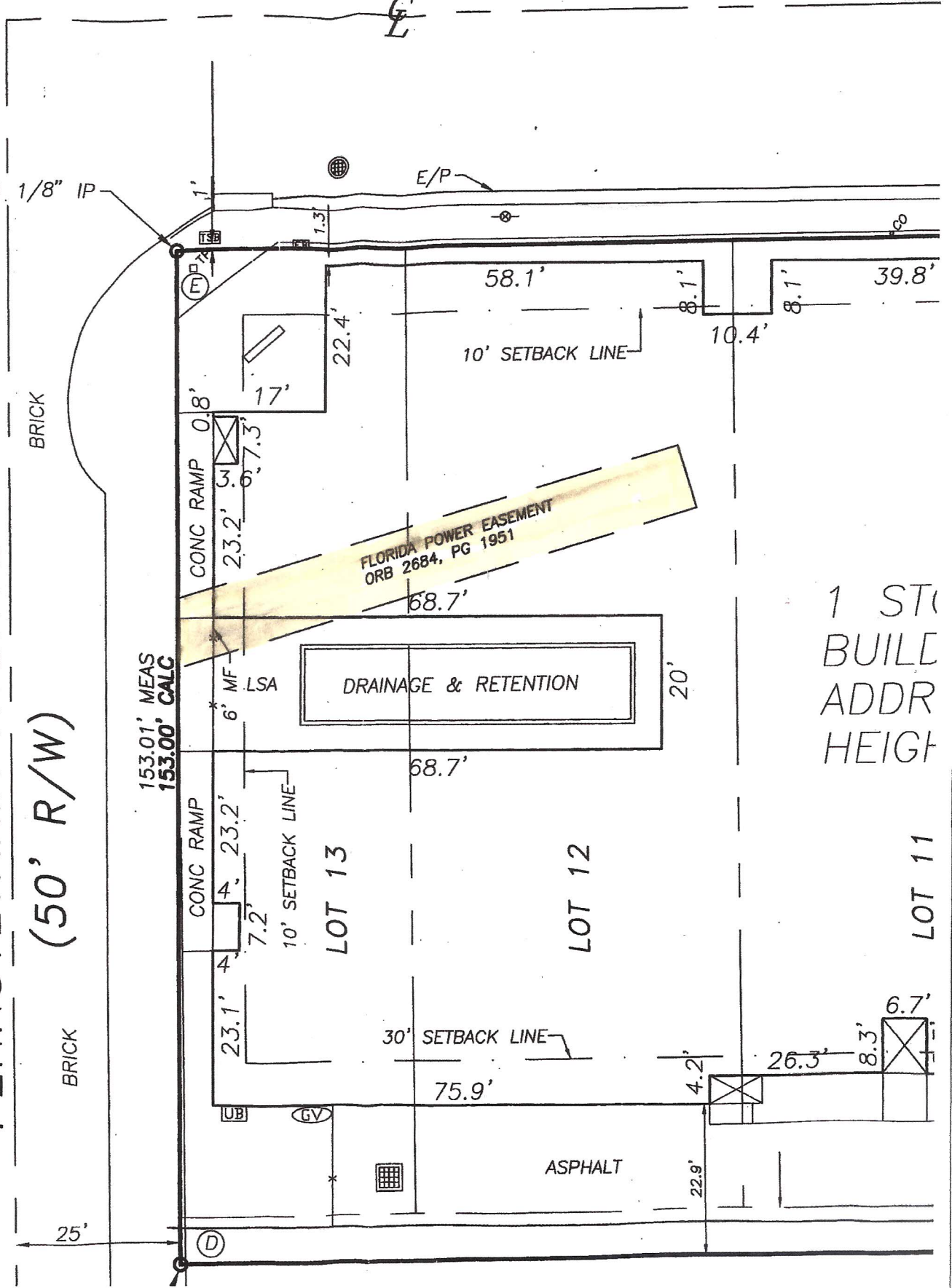
FLORIDA POWER EASEMENT
ORB 2684, PG 1951

10' SETBACK LINE

30' SETBACK LINE

ASPHALT

1 ST
BUIL
ADDR
HEIG





city commission public hearing

Item type	Public Hearing	meeting date	November 24, 2014	
prepared by	Peter Moore	approved by	<input checked="" type="checkbox"/> City Manager	
department	Administrative Services		<input checked="" type="checkbox"/> City Attorney	
division	Budget & Performance		<input type="checkbox"/> N A	
board approval		<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> N A
				final vote
strategic objective	<input type="checkbox"/> Exceptional Quality of Life		<input checked="" type="checkbox"/> Fiscal Stewardship	
	<input type="checkbox"/> Intelligent Growth & Development		<input type="checkbox"/> Public Health & Safety	
	<input type="checkbox"/> Investment in Public Assets & Infrastructure			

subject

Ordinance Amending the FY14 Adopted Budget

motion | recommendation

Approve the ordinance adopting amendments made to the FY14 budget over the course of last year.

background

The City Commission is required by Statute to approve any budget adjustments that alter the total amount budgeted in any fund or when funds are transferred between different fund types. The City has adopted the practice of bringing budget amendments to the City Commission as they arise and then bringing a year-end ordinance adopting all the amendments formally to comply with Statute.

Through the receipt of grants or due to a need to revise original revenue estimates the city periodically needs to make changes to stated account revenues and expenditures. This is primarily a housekeeping process and it properly provides departments and divisions with an accurate picture of the funds available to undertake programs and projects. The following attachment highlights the budget amendments (Exhibit A of the Ordinance) that have already been approved by the Commission at prior meetings and includes two additional amendments that are requested to be approved as part of this ordinance.

The additional items not previously approved include a \$15k increase to both EMS transport revenue and to contractual services to cover the increased cost of ADPI services, and a \$30k transfer of funds to facility capital improvements from savings on electric costs due to energy efficiency improvements at city facilities that have reduced the cost of electricity.

This was approved at first reading on 11/10/14.

alternatives | other considerations

N/A

fiscal impact

The majority of the amendments have been previously approved by the Commission and the additional two amendments are either based on savings on operations or from increasing revenues that offset or exceed the increase in cost due to the generation of those increased revenues.

ORDINANCE NO. 2985-14

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE ADOPTED BUDGET AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2013 – 2014 BY PROVIDING FOR CHANGES IDENTIFIED IN EXHIBIT A; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 2977-14, the City of Winter Park, Florida has adopted the Budget and Capital Improvement Program for the fiscal year 2013 – 2014; and

WHEREAS, the City of Winter Park, Florida desires to amend the Budget and Capital Improvement Program for supplemental appropriations in the amounts identified in Exhibit A; and

WHEREAS, Section 166.241(4)(c) Florida Statutes require such a budget amendment be adopted in the same manner as the original budget.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA THAT:

SECTION 1. The Budget and Capital Improvement Program for fiscal year 2013 – 2014 is hereby amended by providing for changes identified in Exhibit A.

SECTION 2. If any section, subsection, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 3. In the event of any conflict between the provisions of this Ordinance and any other ordinance, resolution, or portions thereof, the provisions of this Ordinance shall prevail to the extent of such conflict.

SECTION 4. The provisions of this Ordinance shall become effective immediately upon passage.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this 24th day of November, 2014.

Mayor Kenneth W. Bradley

ATTEST:

Cynthia S. Bonham, City Clerk

Budget Amendments Requiring Commission Approval

EXHIBIT A

Fiscal Year 2013- 2014

Item	Amount	Source Account	Source Acct. Name	Exp. Account	Exp. Acct. Name	Note	Approval Date
Community Center (Program Services)	\$ 30,000	001-0000-347.20-10	Program Activity Fees	001-6205-572.34-40	Contractual Service	Programs offered at the center are reimbursed by user fees, this adjustment increases funding for contractual services and revenues accordingly.	8/25/2014
Golf Course (Pro Shop Sales)	\$ 4,000	001-0000-347.20-34	Pro Shop Merchandise Sale	001-6301-572.52-12	Pro Shop Merchandise	The cost of items at the Pro Shop are recouped from purchasers.	8/25/2014
Building & Permitting (Electronic Permit Review)	\$ 11,094	001-0000-322.10-01	Building Code Enforcement Permits	001-2303-524.64-50	Machinery & Equipment	Allocates funding to purchase a large format printer for plans and document printing, monitors for electronic plan review, and scanning of building records to complete the electronic library of records. Revenues received for enforcement of the building code are expected to exceed budgeted estimates by \$400K+.	8/25/2014
	\$ 4,600			001-2303-524.52-90	Equipment under \$1,000		8/25/2014
	\$ 30,000			001-2303-524.34-40	Contractual Service		8/25/2014
Forestry (Tree Grant money)	\$ 15,000	001-0000-331.70-01	Tree Grants	001-6104-539.34-40	Contractual Service	Reflects receipt of urban forestry grant to cover cost of tree inventory work.	8/25/2014
Forestry (Run for the Trees)	\$ 24,736	001-0000-381.10-10	Transfer from Donations	001-6104-539.34-40	Contractual Service	Allocates surplus funding from the Run for the Trees event to Forestry to advance the Urban Forestry Management Plan.	8/25/2014
Fire (CPR Grant)	\$ 14,588	001-0000-334.20-00	State Grants/ Public Safety	001-5104-522.64-50	Machinery & Equipment	Accounts for funds received for a grant to purchase CPR devices.	8/25/2014
Facilities (Amtrak Station)	\$ 10,200	001-0000-362.10-10	Building Rental	001-3110-539.34-40	WP Train Station Janitorial	Reflects Amtrak funding received to pay for cleaning and utility costs at the new train station.	8/25/2014
	\$ 6,600			001-3110-539.43-70	WP Train Station Electric		8/25/2014
	\$ 900			001-3110-539.43-20	WP Train Station Water/Garbage		8/25/2014
Police (OCDEF)	\$ 13,599	001-0000-331.20-24	OCDEF Funding	001-4108-521.14-10	Overtime Wages	Reflects funding received as reimbursement for participation in the Organized Crime Drug Enforcement Task Force.	8/25/2014
Fire (EMS transport fee charges)	\$ 15,000	001-0000-342.60-10	EMS Transport	001-5104-522.34-40	Contractual Service	Revenues exceeded expectations resulting in greater fee payment to ADPI.	Pending Approval
Facilities (Electric Savings)	\$ 30,000	001-3110-539.43-70	Electricity	301-0000-539.10-31	Facility Replacement Account	Savings on electric budget to be transferred to Facility replacement CIP account	Pending Approval



city commission public hearing

item type	Public Hearing	meeting date	November 24, 2014
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	6-0 final vote

Subject: Conditional Use for the redevelopment of 796 W. Swoope Avenue.

This request by English and Swoope Investment LLC and Village Park Senior Housing Partners Ltd. (Atlantic Housing Partners) is to amend their Conditional Use for the redevelopment on the property at 796 W. Swoope Avenue in order to build four new detached single family homes on the property, zoned R-3.

Planning and Zoning Board Recommendation:

Motion made by Mr. Sacha, seconded by Mr. R. Johnston to approve the request to amend the conditional use for the Village Park Senior Housing Project at 550 N. Denning drive so as to permit the construction of four new, two story single family detached homes on property located at 796 West Swoope Avenue. Motion carried unanimously with a 6-0 vote.

Summary:

In February, 2014 the Planning Board and City Commission permitted an increase in the density for the Village Park senior housing project at 550 N. Denning from 105 units to 108 units based on the acquisition of the property, zoned R-3, at 796 W. Swoope. The Development Agreement approved at that time states that "any new development on that site (796 W. Swoope) must receive a Conditional Use permit". Both the original and amended Development Agreements are attached.

Current Development Request: The 796 W. Swoope property now holds four residential units. There is a concrete block home in the front and three wood frame buildings in the rear. Those units are habitable and occupied but have been provided with minimal upkeep over the years. The proposal is to demolish the existing structures and redevelop the property into four new single family detached homes, as shown on the attached plans. The two front homes would be approximately 2,000 square feet of living area plus a two car garage of 496 sq. ft. (22 x 22.5). The two rear homes would be approximately 2,450 square feet plus two car garage of the same dimensions. All four homes are two story and a maximum of 30 feet tall within the permitted 35 feet of building height. The total size of the four homes is 10,884 sq. ft. which is a FAR of 54.4%. The R-3 maximum FAR is 110% and the R-2 maximum FAR is 55%. Impervious coverage is shown at 13,187 or 65.9%. Impervious coverage maximum in R-3 is 75% and in R-2 is 65%. So this is actually an R-2 development in terms of density (units, impervious coverage and FAR).

There are two visitor parking spots shown on the "site survey" that meet the code of 2.5 spaces per unit. While not shown, the development must meet the City's storm water retention requirement either in swales or via underground exfiltration. These four homes meet the setbacks for single family homes in R-3 zoning with 25 foot front and rear setbacks and a 10 foot side setback on the east side. As this is all technically one property (as a Condo) there is no required setback to the west, to the Village Park Apt. side, because technically there is no interior property line.

Background Project/Property History: In 2006, the City approved the Denning Drive apartment project at 550 N. Denning Drive. It was a three story project of 105 units. The parking garage was constructed first but when the real estate economy declined in 2008, the construction halted. The original 550 N. Denning property and 861 W. Canton property was then sold to Atlantic Housing Partners in late 2012, who revised the plans with City Commission approval into a four story, 105 unit senior housing project. In December 2012 and January 2013 the City Commission approved the revised project via Conditional Use and Development Agreement.

In February, 2014 based on the acquisition of the adjacent property at 796 W. Swoope, the City approved converting the storage locker amenity on the 2nd, 3rd and 4th floors into an apartment unit on each of those three floors thereby increasing the density of the building/project by three units from 105 units to 108 units. Based on the R-3 maximum density of 17 units/acre, this 0.46 acres at 796 W. Swoope could then potentially hold seven units. So the property at 796 W. Swoope was capped via the amended Development Agreement at a density of four units with a requirement for the redevelopment to come back via conditional use.

Staff Summary and Recommendation:

Based on the lengthy public hearing experience for the Canton/Capen properties, directly to the south, it is clear that the neighborhood prefers single family detached housing. These developers could be proposing a single 4 unit condo building. Instead the plan is four condo units as single family detached homes. This is in keeping with the desires of the neighbors and other citizens who have spoken to the City at the previous public hearings and community meetings.

	R-3 Requirements	R-2 Requirements		Project Proposal
Floor Area Ratio	Max. 110%	Max. 55%		54.5%
Lot Coverage	Max. 40%	Max. 40%		38.6%
Impervious Coverage	Max. 75%	Max. 65%		65.9%
Front Setback	25 feet	25 feet		25 feet
Side Setback	10 feet	10 feet		10 feet
Rear Setback	25 feet	25 feet		25 feet
Building Height	35 feet	30 feet		30 feet

P&Z Minutes: November 4, 2014:

REQUEST OF ENGLISH AND SWOOPE INVESTMENT LLC AND VILLAGE PARK SENIOR HOUSING PARTNERS LTD. TO: AMEND THE CONDITIONAL USE FOR THE VILLAGE PARK SENIOR HOUSING PROJECT AT 550 N. DENNING DRIVE SO AS TO PERMIT THE CONSTRUCTION OF FOUR NEW, TWO STORY SINGLE FAMILY DETACHED HOMES ON THE PROPERTY AT 796 W. SWOOPE AVENUE, ZONED R-3.

Planning Manager Jeffrey Briggs presented and explained the request of English and Swoope Investment LLC and Village Park Senior Housing Partners Ltd. (Atlantic Housing Partners). The applicants are requesting to amend their Conditional Use approval for the redevelopment on the property at 796 W. Swoope Avenue and are requesting to construct four new detached single family homes. He reviewed the previous requests from the applicant and provided details of the current development request. He explained that the subject property now holds four residential units. The proposal is to demolish the existing structures and redevelop the property into four new single family detached homes. The developer has committed that the two front homes would be approximately 2,000 square foot of living area plus a two car garage of 496 sq. ft. (22 x22). The two rear homes would be approximately 2,450 square feet plus two car garage of the same dimensions. All four homes are two story and a maximum of 30 feet tall, within the permitted 35 feet of building height. The total size of the four homes is 10,884 sq. ft. which is an FAR of 54.4%. The R-3 maximum FAR is 110% and the R-2 maximum FAR is 55%. Impervious coverage is shown at 13,187 or 65.9%. Impervious maximum in R-3 is 75% and in R-2 is 65%. So this is actually an R-2 development in terms of density (both units, impervious coverage and FAR). There are two visitor parking spots shown on the "site survey" so that meets code of 2.5 spaces per unit. While not shown, the development must meet the City's storm water retention requirement either in swales or via underground exfiltration. These four homes meet the setbacks for single family homes in R-3 zoning with 25 foot front and rear setbacks and a 10 foot side setback on the east side. As this is all technically one property (as a Condo) there is no required setback to the west, to the Village Park Apt. side, because technically there is no interior property line. Mr. Briggs also discussed the project background and history of the property. Staff recommended approval of the subject request. Mr. Briggs responded to Board member questions and concerns.

Rebecca Wilson, represented the property owner. She stated that they are in agreement with the staff report. She stated that their plan is to replace four single-family homes with four single-family market rate homes. She responded to Board member questions and concerns.

John Bolden, 541 North Capen Avenue, stated that he opposed the original development proposal for the R-3, but is in favor of the development of single-family homes. He thanked the applicant for listening to the concerns of the residents of the neighborhood and said that he feels that what is being proposed fits in with the character of the neighborhood. No one else wished to speak concerning this issue. Public Hearing closed.

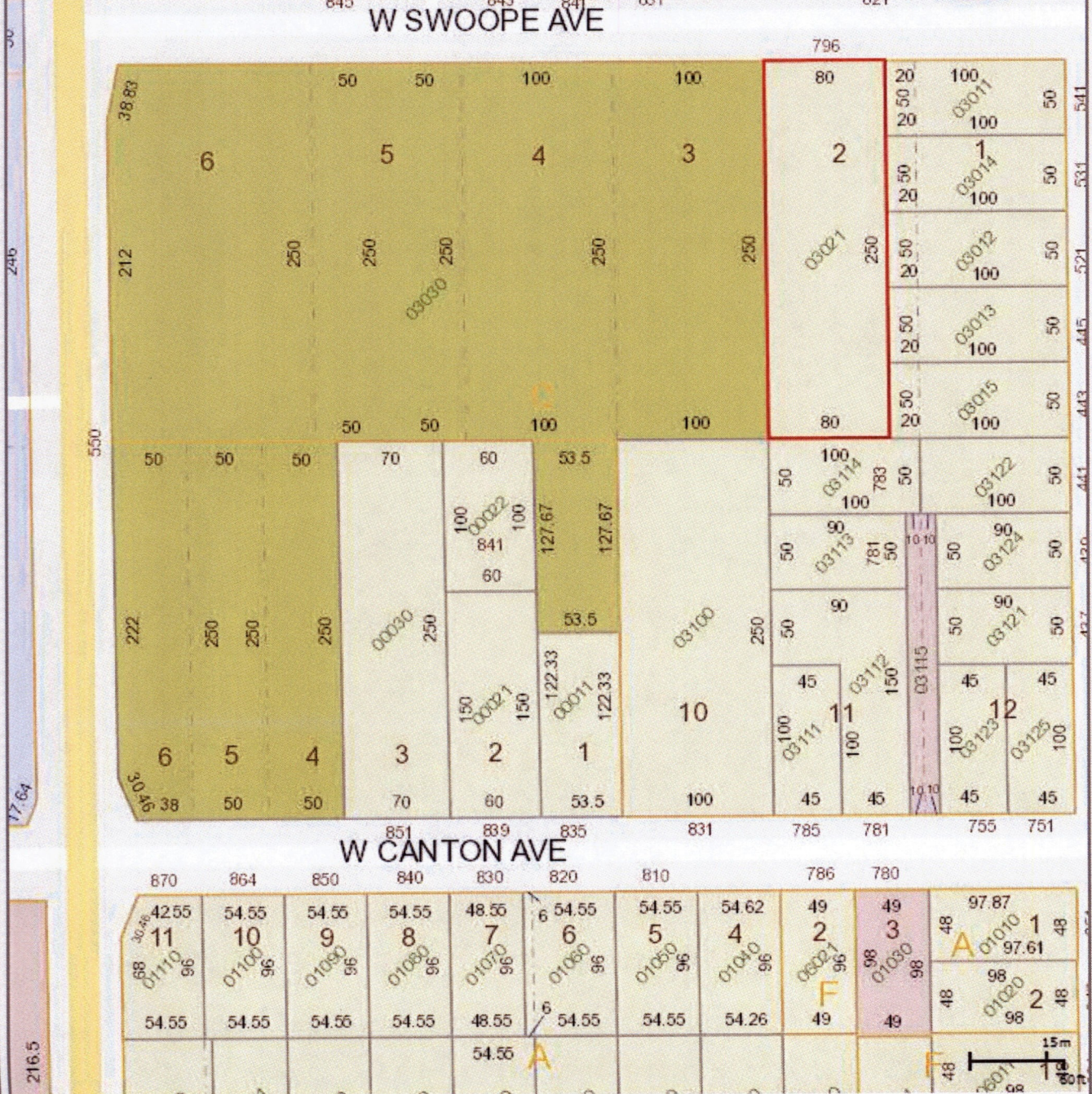
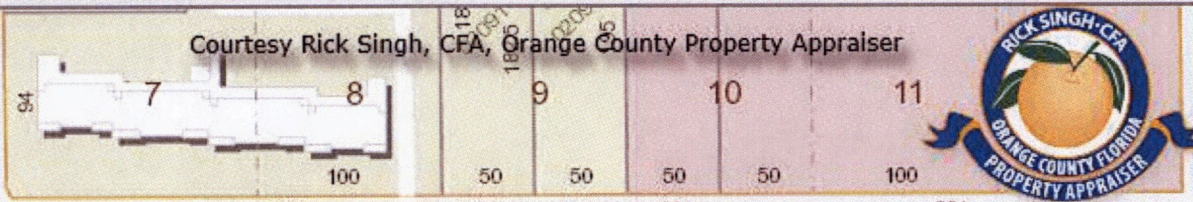
Motion made by Mr. Sacha, seconded by Mr. R. Johnston to approve the request to amend the conditional use for the Village Park Senior Housing Project at 550 N. Denning drive so as to permit the construction of four new, two story single family detached homes on property located at 796 West Swoope Avenue. Motion carried unanimously with a 6-0 vote.

OCPA Web Map

- Major Roads
- Proposed Road
- Residential
- Commercial/Industrial/Vacant Land
- Parks
- Lot Number
- Parcel Number
- Parcel Address
- Parcel Dimension
- Block Number
- Public Roads
- Brick Road
- Agriculture
- Agricultural Curtilage
- Lakes and Rivers
- Building
- Gated Roads
- Block Line
- Hydro
- Governmental/Institutional/Misc.
- Waste Land
- Block Number
- Road Under Construction
- Lot Line
- Commercial/Institutional
- Waste Land



Courtesy Rick Singh, CFA, Orange County Property Appraiser



OCA Web Map

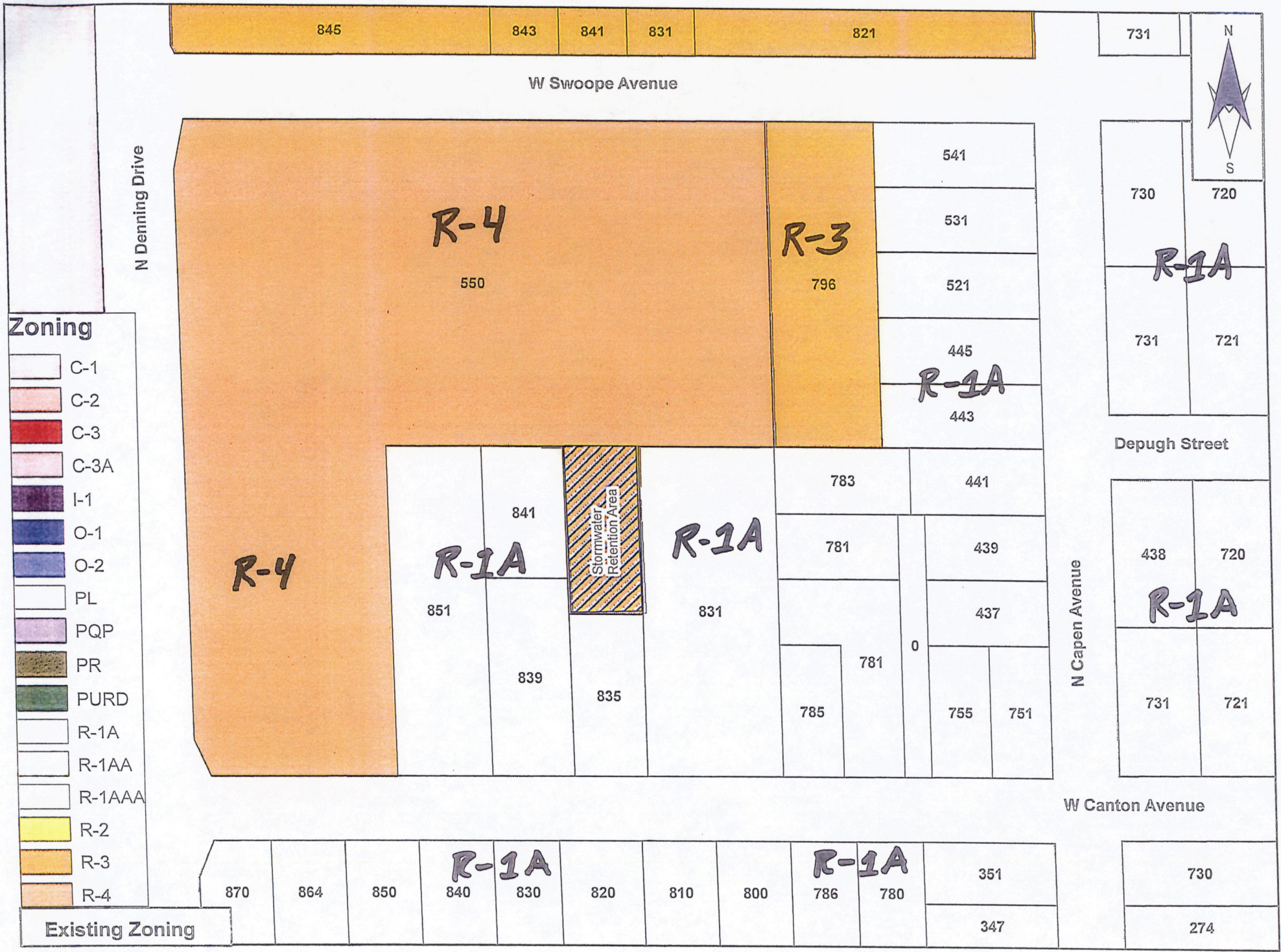
	Major Roads		Proposed Road		Residential		Commercial/Industrial/Vacant Land		Parke	6	Lot Number
	Florida turnpike		Public Roads		Agriculture		Agricultural Curtilage		Lakes and Rivers	06060	Parcel Number
	Interstate 4		Gated Roads		Commercial/Institutional		Hydro		Building	3106	Parcel Address
	Toll Road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

Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 4/4/2014

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



W Swoope Avenue

N Denning Drive

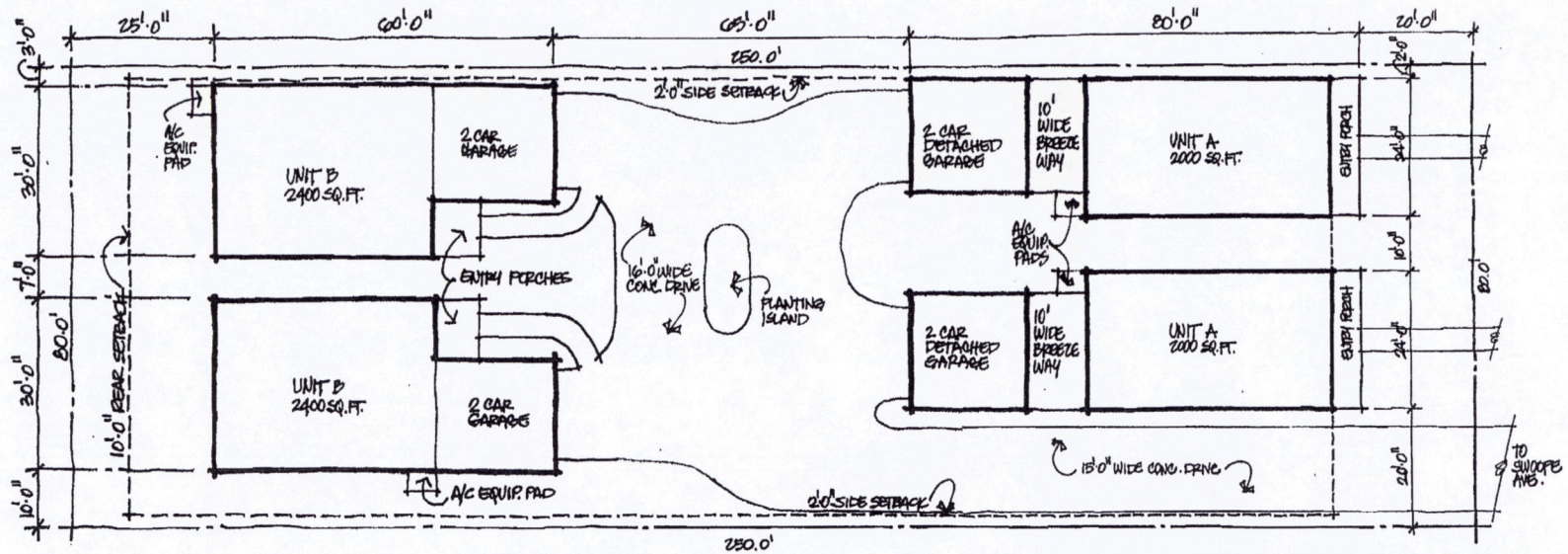
Depugh Street

N Capen Avenue

W Canton Avenue

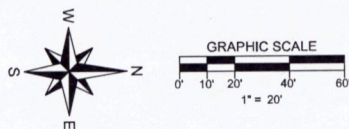
Existing Zoning

796 W. Swoope Proposed Plan



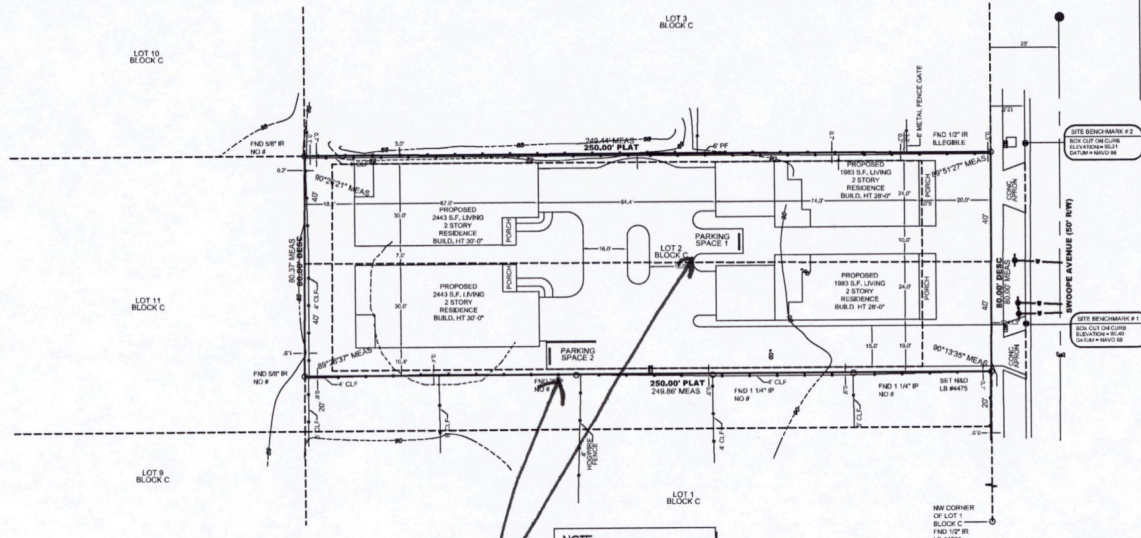
PRELIMINARY SITE PLAN
796 SWOOPES AVE. WINTER PARK 08.29.14

PLAT OF SURVEY



FAR CALCULATION	
TOTAL LOT AREA	20,000 SF.
FRONT BUILDINGS	4,932 SF.
REAR BUILDINGS	6,154 SF.
FAR	56

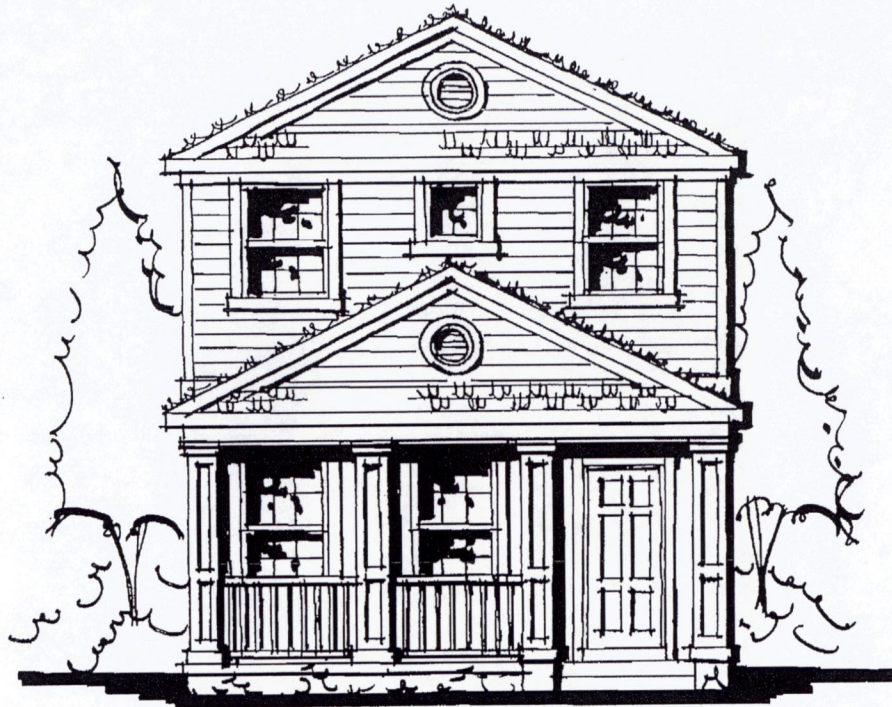
IMPERVIOUS CALCULATION	
TOTAL LOT AREA	20,000 SF.
FRONT BUILDINGS	3,663.34 SF.
REAR BUILDINGS	3,253.34 SF.
DRIVEWAY	5,664.33 SF.
(INCL. SIDEWALKS)	
TOTAL IMPERVY.	13,581.01 SF. OR 68.9%



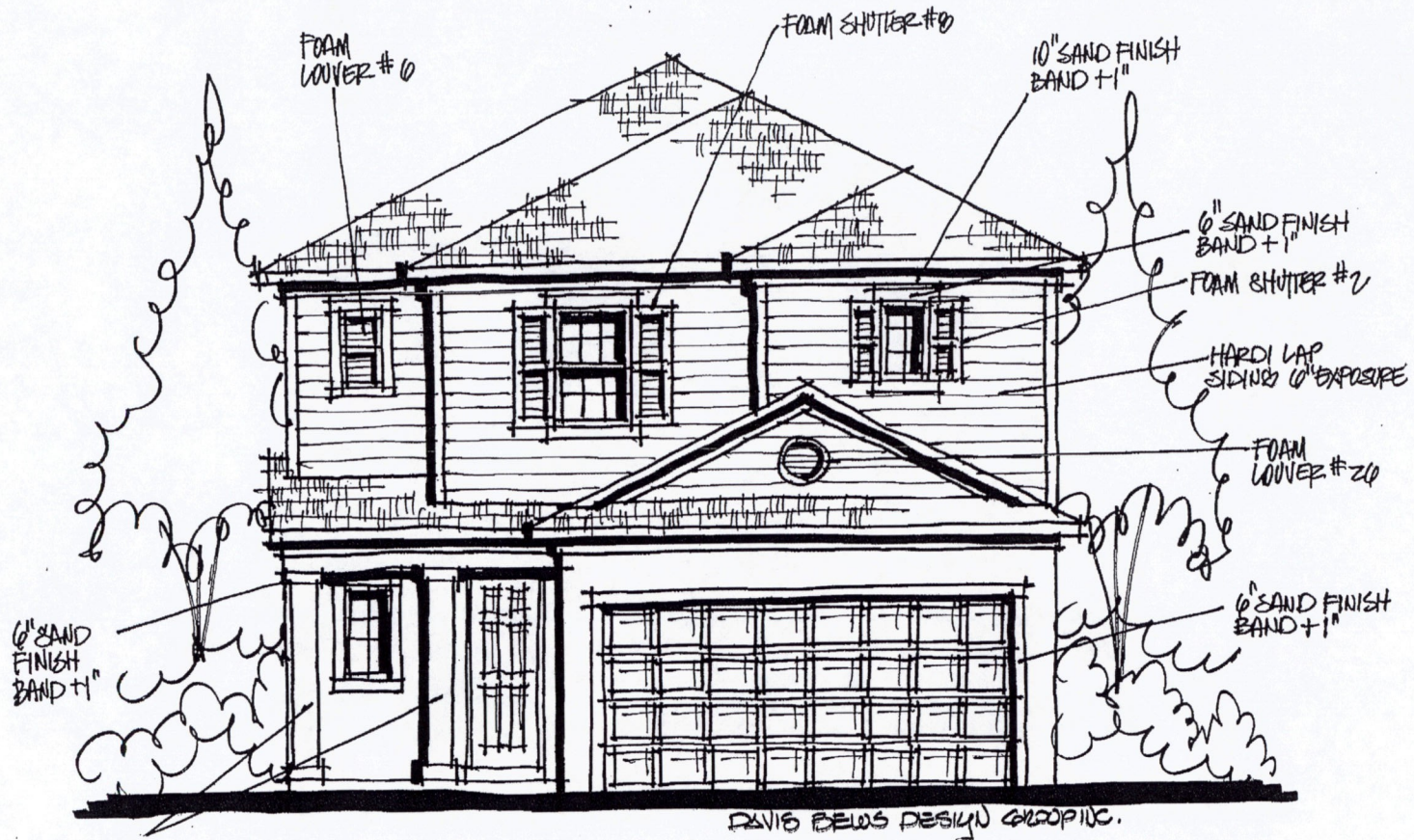
NOTE: ELECTRICAL SERVICE TO BE UNDERGROUND TO EACH HOME

Revised Site Plan showing the two visitor parking spaces

LEGEND			
BL - BOTTOM OF BANK	EM - EMBANKMENT	MT - METAL FENCE	NOF - REINFORCED CONCRETE FENCE
BO - BACK OF CURB	EV - ELEVATION	NO - NORTH	NOI - NORTH OF IRON
BC - BLOCK CHAIN SURVEY	EX - EXISTING	NOE - NORTH OF EMBANKMENT	NOI - NORTH OF IRON
BM - BENCH MARK	FC - FLOOR FINISH	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
BS - BACK SLOPE	FD - FLOOR DOWN	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CA - CALCULATED	FE - FLOOR ELEVATION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CB - CALCULATED BLOCK	FG - FLOOR GRADE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CC - CALCULATED CURB	FI - FLOOR INTERIOR	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CD - CALCULATED DRIVEWAY	FL - FLOOR LEVEL	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CE - CALCULATED ELEVATION	FM - FLOOR MEASUREMENT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CF - CALCULATED FENCE	FN - FLOOR NUMBER	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CG - CALCULATED GRADE	FO - FLOOR OUTLINE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CH - CALCULATED HEIGHT	FP - FLOOR PLAN	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CI - CALCULATED INTERIOR	FQ - FLOOR QUANTITY	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CJ - CALCULATED JUNCTION	FR - FLOOR RATIO	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CK - CALCULATED KNOT	FS - FLOOR SIGNATURE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CL - CALCULATED LINE	FT - FLOOR TYPE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CM - CALCULATED MEASUREMENT	FU - FLOOR USE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CN - CALCULATED NORTH	FV - FLOOR VOLUME	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CO - CALCULATED OFFSET	FW - FLOOR WEIGHT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CP - CALCULATED POINT	FX - FLOOR X-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CQ - CALCULATED QUANTITY	FY - FLOOR Y-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CR - CALCULATED RATIO	FZ - FLOOR Z-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CS - CALCULATED SIGNATURE	GA - GRADE AREA	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CT - CALCULATED TYPE	GB - GRADE BOUNDARY	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CU - CALCULATED USE	GC - GRADE CENTERLINE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CV - CALCULATED VOLUME	GD - GRADE DISTANCE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CW - CALCULATED WEIGHT	GE - GRADE ELEVATION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CX - CALCULATED X-SECTION	GF - GRADE FINISH	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CY - CALCULATED Y-SECTION	GG - GRADE INTERIOR	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
CZ - CALCULATED Z-SECTION	GH - GRADE MEASUREMENT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DA - DATA	GI - GRADE NORTH	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DB - DATA BLOCK	GO - GRADE OFFSET	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DC - DATA CENTERLINE	GP - GRADE POINT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DD - DATA DISTANCE	GQ - GRADE QUANTITY	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DE - DATA ELEVATION	GR - GRADE RATIO	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DF - DATA FINISH	GS - GRADE SIGNATURE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DG - DATA INTERIOR	GT - GRADE TYPE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DH - DATA MEASUREMENT	HU - HATCH	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DI - DATA NORTH	IV - INTERIOR VOLUME	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DJ - DATA OFFSET	IW - INTERIOR WEIGHT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DK - DATA POINT	IX - INTERIOR X-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DL - DATA QUANTITY	IY - INTERIOR Y-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DM - DATA RATIO	IZ - INTERIOR Z-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DN - DATA SIGNATURE	JA - JUNCTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DO - DATA TYPE	JB - JUNCTION BLOCK	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DP - DATA USE	JC - JUNCTION CENTERLINE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DQ - DATA VOLUME	JD - JUNCTION DISTANCE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DR - DATA WEIGHT	JE - JUNCTION ELEVATION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DS - DATA X-SECTION	JF - JUNCTION FINISH	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DT - DATA Y-SECTION	JG - JUNCTION INTERIOR	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
DU - DATA Z-SECTION	JH - JUNCTION MEASUREMENT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
EA - EARTH	JI - JUNCTION NORTH	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
EB - EARTH BLOCK	JJ - JUNCTION OFFSET	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
EC - EARTH CENTERLINE	JK - JUNCTION POINT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
ED - EARTH DISTANCE	KL - JUNCTION QUANTITY	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
EE - EARTH ELEVATION	KM - JUNCTION RATIO	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
EF - EARTH FINISH	KN - JUNCTION SIGNATURE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
EG - EARTH INTERIOR	KO - JUNCTION TYPE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
EH - EARTH MEASUREMENT	KP - JUNCTION USE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
EI - EARTH NORTH	KQ - JUNCTION VOLUME	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
EJ - EARTH OFFSET	KR - JUNCTION WEIGHT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
EK - EARTH POINT	KS - JUNCTION X-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
EL - EARTH QUANTITY	KT - JUNCTION Y-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
EM - EARTH RATIO	KU - JUNCTION Z-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
EN - EARTH SIGNATURE	LV - LEVEL	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
EO - EARTH TYPE	LW - LEVEL BLOCK	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
EP - EARTH USE	LX - LEVEL CENTERLINE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
EQ - EARTH VOLUME	LY - LEVEL DISTANCE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
ER - EARTH WEIGHT	LZ - LEVEL ELEVATION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
ES - EARTH X-SECTION	MA - MASONRY	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
ET - EARTH Y-SECTION	MB - MASONRY BLOCK	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
EU - EARTH Z-SECTION	MC - MASONRY CENTERLINE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FA - FACE	MD - MASONRY DISTANCE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FB - FACE BLOCK	ME - MASONRY ELEVATION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FC - FACE CENTERLINE	MF - MASONRY FINISH	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FD - FACE DISTANCE	MG - MASONRY INTERIOR	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FE - FACE ELEVATION	MH - MASONRY MEASUREMENT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FF - FACE FINISH	MI - MASONRY NORTH	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FG - FACE INTERIOR	MJ - MASONRY OFFSET	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FH - FACE MEASUREMENT	MK - MASONRY POINT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FI - FACE NORTH	ML - MASONRY QUANTITY	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FJ - FACE OFFSET	MM - MASONRY RATIO	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FK - FACE POINT	MN - MASONRY SIGNATURE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FL - FACE QUANTITY	MO - MASONRY TYPE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FM - FACE RATIO	MP - MASONRY USE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FN - FACE SIGNATURE	MQ - MASONRY VOLUME	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FO - FACE TYPE	MR - MASONRY WEIGHT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FP - FACE USE	MS - MASONRY X-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FQ - FACE VOLUME	MT - MASONRY Y-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FR - FACE WEIGHT	MU - MASONRY Z-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FS - FACE X-SECTION	MA - MASONRY AREA	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FT - FACE Y-SECTION	MB - MASONRY BLOCK	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
FU - FACE Z-SECTION	MC - MASONRY CENTERLINE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GA - GRADE	MD - MASONRY DISTANCE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GB - GRADE BLOCK	ME - MASONRY ELEVATION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GC - GRADE CENTERLINE	MF - MASONRY FINISH	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GD - GRADE DISTANCE	MG - MASONRY INTERIOR	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GE - GRADE ELEVATION	MH - MASONRY MEASUREMENT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GF - GRADE FINISH	MI - MASONRY NORTH	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GH - GRADE INTERIOR	MJ - MASONRY OFFSET	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GI - GRADE MEASUREMENT	MK - MASONRY POINT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GO - GRADE NORTH	ML - MASONRY QUANTITY	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GJ - GRADE OFFSET	MM - MASONRY RATIO	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GK - GRADE POINT	MN - MASONRY SIGNATURE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GL - GRADE QUANTITY	MO - MASONRY TYPE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GM - GRADE RATIO	MP - MASONRY USE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GN - GRADE SIGNATURE	MQ - MASONRY VOLUME	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GO - GRADE TYPE	MR - MASONRY WEIGHT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GP - GRADE USE	MS - MASONRY X-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GQ - GRADE VOLUME	MT - MASONRY Y-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GR - GRADE WEIGHT	MU - MASONRY Z-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GS - GRADE X-SECTION	MA - MASONRY AREA	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GT - GRADE Y-SECTION	MB - MASONRY BLOCK	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
GU - GRADE Z-SECTION	MC - MASONRY CENTERLINE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HA - HATCH	MD - MASONRY DISTANCE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HB - HATCH BLOCK	ME - MASONRY ELEVATION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HC - HATCH CENTERLINE	MF - MASONRY FINISH	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HD - HATCH DISTANCE	MG - MASONRY INTERIOR	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HE - HATCH ELEVATION	MH - MASONRY MEASUREMENT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HF - HATCH FINISH	MI - MASONRY NORTH	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HG - HATCH INTERIOR	MJ - MASONRY OFFSET	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HH - HATCH MEASUREMENT	MK - MASONRY POINT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HI - HATCH NORTH	ML - MASONRY QUANTITY	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HJ - HATCH OFFSET	MM - MASONRY RATIO	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HK - HATCH POINT	MN - MASONRY SIGNATURE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HL - HATCH QUANTITY	MO - MASONRY TYPE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HM - HATCH RATIO	MP - MASONRY USE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HN - HATCH SIGNATURE	MQ - MASONRY VOLUME	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HO - HATCH TYPE	MR - MASONRY WEIGHT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HP - HATCH USE	MS - MASONRY X-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HQ - HATCH VOLUME	MT - MASONRY Y-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HR - HATCH WEIGHT	MU - MASONRY Z-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HS - HATCH X-SECTION	MA - MASONRY AREA	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HT - HATCH Y-SECTION	MB - MASONRY BLOCK	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
HU - HATCH Z-SECTION	MC - MASONRY CENTERLINE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
IA - INTERIOR AREA	MD - MASONRY DISTANCE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
IB - INTERIOR BLOCK	ME - MASONRY ELEVATION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
IC - INTERIOR CENTERLINE	MF - MASONRY FINISH	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
ID - INTERIOR DISTANCE	MG - MASONRY INTERIOR	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
IE - INTERIOR ELEVATION	MH - MASONRY MEASUREMENT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
IF - INTERIOR FINISH	MI - MASONRY NORTH	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
IG - INTERIOR INTERIOR	MJ - MASONRY OFFSET	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
IH - INTERIOR MEASUREMENT	MK - MASONRY POINT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
II - INTERIOR NORTH	ML - MASONRY QUANTITY	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
IJ - INTERIOR OFFSET	MM - MASONRY RATIO	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
IK - INTERIOR POINT	MN - MASONRY SIGNATURE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
IL - INTERIOR QUANTITY	MO - MASONRY TYPE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
IM - INTERIOR RATIO	MP - MASONRY USE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
IN - INTERIOR SIGNATURE	MQ - MASONRY VOLUME	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
IO - INTERIOR TYPE	MR - MASONRY WEIGHT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
IP - INTERIOR USE	MS - MASONRY X-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
IQ - INTERIOR VOLUME	MT - MASONRY Y-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
IR - INTERIOR WEIGHT	MU - MASONRY Z-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
IS - INTERIOR X-SECTION	MA - MASONRY AREA	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
IT - INTERIOR Y-SECTION	MB - MASONRY BLOCK	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
IU - INTERIOR Z-SECTION	MC - MASONRY CENTERLINE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
JA - JUNCTION	MD - MASONRY DISTANCE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
JB - JUNCTION BLOCK	ME - MASONRY ELEVATION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
JC - JUNCTION CENTERLINE	MF - MASONRY FINISH	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
JD - JUNCTION DISTANCE	MG - MASONRY INTERIOR	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
JE - JUNCTION ELEVATION	MH - MASONRY MEASUREMENT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
JF - JUNCTION FINISH	MI - MASONRY NORTH	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
JG - JUNCTION INTERIOR	MJ - MASONRY OFFSET	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
JH - JUNCTION MEASUREMENT	MK - MASONRY POINT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
JI - JUNCTION NORTH	ML - MASONRY QUANTITY	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
JJ - JUNCTION OFFSET	MM - MASONRY RATIO	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
JK - JUNCTION POINT	MN - MASONRY SIGNATURE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
KL - JUNCTION QUANTITY	MO - MASONRY TYPE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
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KN - JUNCTION SIGNATURE	MQ - MASONRY VOLUME	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
KO - JUNCTION TYPE	MR - MASONRY WEIGHT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
LP - LEVEL	MS - MASONRY X-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
LQ - LEVEL BLOCK	MT - MASONRY Y-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
LX - LEVEL CENTERLINE	MU - MASONRY Z-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
LY - LEVEL DISTANCE	MA - MASONRY AREA	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
LZ - LEVEL ELEVATION	MB - MASONRY BLOCK	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
MA - MASONRY	MC - MASONRY CENTERLINE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
MB - MASONRY BLOCK	MD - MASONRY DISTANCE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
MC - MASONRY CENTERLINE	ME - MASONRY ELEVATION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
MD - MASONRY DISTANCE	MF - MASONRY FINISH	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
ME - MASONRY ELEVATION	MG - MASONRY INTERIOR	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
MF - MASONRY FINISH	MH - MASONRY MEASUREMENT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
MG - MASONRY INTERIOR	MI - MASONRY NORTH	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
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MI - MASONRY NORTH	MK - MASONRY POINT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
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MP - MASONRY USE	MR - MASONRY WEIGHT	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
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MR - MASONRY WEIGHT	MT - MASONRY Y-SECTION	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
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MT - MASONRY Y-SECTION	MA - MASONRY AREA	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
MU - MASONRY Z-SECTION	MB - MASONRY BLOCK	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
MA - MASONRY AREA	MC - MASONRY CENTERLINE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
MB - MASONRY BLOCK	MD - MASONRY DISTANCE	NOF - NORTH OF FENCE	NOI - NORTH OF IRON
MC - MASONRY CENTERLINE	ME - MASONRY ELEVATION	NOF - NORTH OF F	



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DOCH 20140184995 B: 10730 P: 2968
04/11/2014 03:46:33 PM Page 1 of 6
Rec Fee: \$52.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: LOWNDES DROSDICK ET AL



THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Rebecca Wilson, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, FL 32802-2809
(407) 843-4600

**FIRST AMENDMENT TO AMENDED
AND RESTATED DEVELOPER'S AGREEMENT
(DENNING SQUARE)**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPER'S AGREEMENT (the "First Amendment") is made and entered into this 24TH day of February, 2014, by and between the **City of Winter Park, Florida**, a political subdivision of the State of Florida (the "City"), 401 Park Avenue South, Winter Park, Florida 32789 and **English and Swoope Investment LLC**, a Florida limited liability company and **Village Park Senior Housing Partners LTD**, a Florida limited partnership (together referred to as "Developer"), 200 East Canton Avenue, Suite 102, Winter Park, Florida 32789.

WITNESSETH:

WHEREAS, the City and Denning Swoope GP, LLC, entered into that certain Amended and Restated Developer's Agreement (Denning Square) dated January 28, 2013, and recorded in Official Records Book 10534, Page 592, Public Records of Orange County, Florida ("Developer's Agreement") for the development of the properties located at 410/550 N. Denning Drive, 800/ 828/844 Swoope Avenue, and 861 W. Canton Avenue ("Subject Property").

WHEREAS, Village Park Senior Housing Partners, LTD., is the successor in interest of Denning Swoope, GP, LLC;

WHEREAS, the Developer's Agreement, among other things, approved development for the Subject Property as a 105 unit affordable Senior Housing project ("Project");

WHEREAS, the Developer recently acquired a contiguous property located at 796 West Swoope Avenue ("New Property");

WHEREAS, the New Property is approximately 0.46 acres and zoned R-3;

WHEREAS, the Developer desires to develop the Project and the New Property as a single building lot;

Note: This First Amendment is being re-recorded in order to attach the Exhibit "A" legal description of the Subject Property as set forth in Section 1 herein below, which was inadvertently not attached to this First Amendment when it was originally recorded.

WHEREAS, the Developer would like to include the New Property in the Developer's Agreement and increase the Project unit count from 105 to 108 with no change to the exterior of the building or the building footprint;

WHEREAS, the City and Developer desire to amend the Developer's Agreement and include the property at 796 West Swoope Avenue;

Now, THEREFORE, for and in consideration of the terms and conditions of this First Amendment and the mutual covenants set forth herein, and for other good and valuable consideration, the City and Developer agree to the following conditions:

1. Revised Subject Property Description. The Subject Property is comprised of 3.96 acres as more particularly described on Exhibit "A" attached hereto and incorporated by this reference. [EXHIBIT A TO INCLUDE THE NEW PROPERTY]

2. Project Approvals. There are no changes, amendments or modifications to the site plan or exterior architectural elevations for the Project which were approved by the City Commission on December 10, 2012.

3. Units. Section 3 of the Developer's Agreement grants a Density Bonus of five (5) additional units per acre of density for affordable housing. The Density Bonus as applied to the existing 3.5 acres of land yielded 105 units. The addition of the New Property (0.46 acres) and without requesting a density bonus, yields 7 new units (17 units an acre) ("New Units").

4. Use of New Units. The New Units (7) shall be allocated as follows:

550 Denning Ave. (Village Park Senior Housing) -	3 units
796 West Swoope Ave. -	4 units

5. New Property (796 West Swoope Ave.). The New Property shall be maintained as currently developed and kept in good and clean order pursuant to City Codes. Any new development on the site must receive a Conditional Use Permit.

6. Parking. Parking for the four units allocated to the New Property will be provided in accordance with Code on the New Property. The parking variance provided in the Developer's Agreement will be extended to allow 1.57 spaces per unit.

7. The Subject Property, composed of the Project and the New Property, is considered a single integral parcel for all purposes, and must not be sold, subdivided, or otherwise disposed of or encumbered in lesser parcels, except as allowed by superseding law. If Developer creates a condominium, Developer agrees the Subject Property will be burdened by one set of covenants and restrictions, and that Developer will not initiate a partial termination of the condominium.

8. Other than the modifications contained herein, the Developer's Agreement shall remain in full force and effect in accordance with the terms thereof.

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

(Signatures on following pages)

Signed, sealed and delivered in the presence of:

CITY OF WINTER PARK, FLORIDA, a political subdivision of the State of Florida

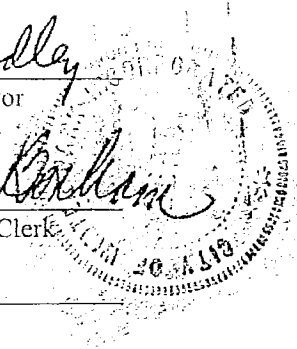
Gerald E Warren II
Name: GERALD E. Warren II

By: Kenneth W. Bradley
Kenneth W. Bradley, Mayor

Michelle Bernstein
Name: Michelle Bernstein

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

Date: 3-10-14



STATE OF FLORIDA
COUNTY OF ORANGE

~~2013~~ ²⁰¹⁴ The foregoing instrument was acknowledged before me this 10th day of March, ~~2013~~, by Kenneth W. Bradley, Mayor of THE CITY OF WINTER PARK, FLORIDA, a municipal corporation, on behalf of the corporation. He (She) is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



Michelle Bernstein
Notary Public Signature

Michelle Bernstein
(Name typed, printed or stamped)

English and Swoope Investment LLC, a Florida limited liability corporation

Kellean Allen
Name: Kellean A. Allen
Sheryl Norfleet
Name: SHERYL NORFLEET

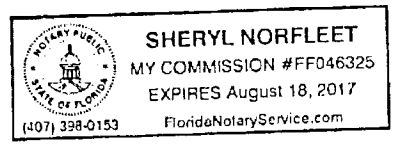
By: _____
Name: Paul M. Missigman
Its: Manager
Date: 04-03-2014

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3rd day of April, 2014, by Paul M. Missigman as Manager of English and Swoope Investment, LLC. He is personally known to me.

(NOTARY SEAL)

Sheryl Norfleet
Notary Public Signature



(Name typed, printed or stamped)

[Handwritten mark]

Village Park Senior Housing Partners, Ltd., a Florida limited partnership

By: Denning Swoope GP, LLC, a Florida limited liability company, its General Partner

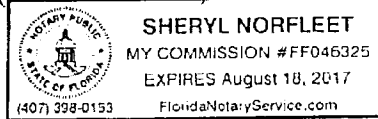
Kelleen A. Allen
Name: Kelleen A. Allen
Sheryl Norfleet
Name: SHERYL NORFLEET

By: [Signature]
Name: Paul M. Missigman
Its: Manager
Date: 04-03-2014

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3rd day of April, 2014, by Paul M. Missigman as Manager of Denning Swoope GP, LLC, the general partner of Village Park Senior Housing Partners, LTD. He is personally known to me.

(NOTARY SEAL)



[Signature]
Notary Public Signature

(Name typed, printed or stamped)

[Handwritten mark]

EXHIBIT "A"

Legal Description

Parcel 1:

Lot 3, Block C, Capen's Addition to Winter Park, according to the plat thereof as recorded in Plat Book A, Page 95, Public Records of Orange County, Florida.

Lot 4, Block C, Capen's Addition to Winter Park, according to the plat thereof as recorded in Plat Book A, Page 95, Public Records of Orange County, Florida.

The East ½ of Lot 5, Block C, Capen's Addition to Winter Park, according to the plat thereof as recorded in Plat Book A, Page 95, Public Records of Orange County, Florida.

Lot 6 and the West ½ of Lot 5, Block C, Capen's Addition to Winter Park, according to the plat thereof as recorded in Plat Book A, Page 95, Public Records of Orange county, Florida, Less and Except that part conveyed to the City of Winter Park in Official Records Book 1300, Page 725, Public Records of Orange County, Florida, described as follows: Begin at the Northwest corner of Lot 6, Block C, Capen's Addition to Winter Park, run thence South 38 feet along the West line of said Lot 6, thence North 11'53" East, 38.83 feet to point on the North line of said Lot 6, thence West 8 feet to the Point of Beginning.

Lot 1, (Less the South 150 feet) Replat Capen's Addition, according to the plat thereof as recorded in Plat Book O, Page 140, Public Records of Orange County, Florida.

Lot 6 and the West ½ of Lot 5, Replat Capen's Addition, according to the plat thereof as recorded in Plat Book O, Page 140, Public Records of Orange County, Florida, Less and Except that part conveyed to the City of Winter Park, in Official Records Book 1300, Page 727, Public Records of Orange County, Florida described as follows: Begin at the Southwest corner of Lot 6, run thence North 28 feet, thence South 23'12" East 30.46 feet to the South line of said Lot 6, thence West 12 feet to the Point of Beginning.

The North 27.67 feet of the South 150 feet of Lot 1, Replat Capen's Addition, according to the plat thereof as recorded in Plat Book O, Page 140, Public Records of Orange County, Florida.

Parcel 2:

Lot 4 and the East ½ of Lot 5, Replat Capen's Addition, according to the plat thereof as recorded in Plat Book O, Page 140, Public Records of Orange County, Florida.

Also including (796 West Swoope Avenue):

The West 80 feet of Lot 2, Block C, Capen's Addition to Winter Park, according to the plat thereof as recorded in Plat Book A, Page 95, Public Records of Orange County, Florida.

Prepared by:
M. Rebecca Wilson, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, FL 32801

DOC# 20130131529 B: 10534 P: 0592
03/07/2013 03:24:51 PM Page 1 of 8
Rec Fee: \$69.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha D. Haynie, Comptroller
Orange County, FL
PU - Ret To: LOWNDES DROSDICK ET AL



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

**AMENDED AND RESTATED
DEVELOPER'S AGREEMENT***

(Denning Square)

*re-recorded with corrected signatures

THIS AMENDED AND RESTATED DEVELOPER'S AGREEMENT (the "Amended Agreement") is made and entered into this 28th day of JAN, 2013, by and between the **City of Winter Park, Florida**, a political subdivision of the State of Florida (the "City"), 401 Park Avenue South, Winter Park, Florida 32789 and **Denning Swoope GP, LLC**, a Florida limited liability company, (referred to as "Developer"), 700 West Morse Boulevard, Suite 220, Winter Park, Florida 32790-0350.

WITNESSETH:

WHEREAS, the City and Denning Partners, Ltd. ("Denning Partners") entered into that certain Developer's Agreement dated August 19, 2006 and recorded in Official Records Book 8850, Page 769, Public Records of Orange County, Florida ("Original Developer's Agreement") for development of the properties located at 410 and 550 North Denning Drive, 800/828/844 Swoope Avenue, 781/783/835 W. Canton Avenue and 441/437 N. Capen Avenue, Winter Park, Florida ("Original Property");

WHEREAS, the Original Developer's Agreement and site plan approval granted, among other things, the right to construct a 105 unit apartment project and a parking garage (the "Original Project");

WHEREAS, Denning Partners, on or about 2009, built the approved Parking Garage on a portion of the Original Property;

WHEREAS, Developer is the successor to Denning Partners, Ltd., and has filed for approval of a modified project, also a 105 unit apartment ("Project"), on 410/550 N. Denning Drive, 800/828/844 Swoope Avenue, and 861 W. Canton Avenue ("Subject Property");

WHEREAS, the Original Property did not include the real property located at 861 W. Canton Ave., which the Developer now desires to have added to the Project, after changes to the zoning;

WHEREAS, in addition the Developer desires to remove from the Project the properties located at 441/437 N. Capen Ave. and 835/781/783 W. Canton Ave.;

WHEREAS, Developer intends to build and manage the project as affordable Senior Housing in accordance with the Housing for Older Persons Act, 42 USCA § 3607(b);

WHEREAS, the City and Developer desire to modify the Original Developer's Agreement and approved site plan in the manner set forth hereafter, and this Amended Agreement will replace the Original Agreement; and

WHEREAS, this Amended Agreement is adopted pursuant to the Conditional Use section of the City Code, Section 58-90, and is not a statutory development agreement under Fla. Stat. §163.3220, et seq., or Section 58-7 of the City Code.

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

1. Subject Property: The Subject Property is comprised of approximately 3.5 acres as more particularly described on Exhibit "A" attached hereto and incorporated by this reference.

2. Project Approvals: The site plan and exterior architectural elevations for the Project were approved by the City Commission on December 10, 2012, subject to compliance with this Amended Agreement.

3. Density Bonus: In accordance with the City of Winter Park Comprehensive Plan Policy 1-2.1.8, the City Commission approved a density bonus for the Project of five (5) additional units per acre of density for the construction of affordable housing. The Density Bonus grants the Project a total of 105 units (30 units an acre) based on the 3.5 acres of land.

4. Special Conditions of Approval: The following variances or conditions of approval are included in the Conditional Use Permit as follows:

a. Parking: The required parking is 170 parking spaces within the existing Parking Garage (1.62 parking spaces per unit) which is located on the Subject Property.

b. Setbacks: The Project has been approved by the City Commission to utilize a 21.44 foot street front setback to Denning Drive, a median or average 11.65 foot street setback to Swoope Avenue, and a 10 foot setback to the eastern boundary. The existing Parking Garage has been approved by the City Commission to utilize a 20 foot setback.

5. Senior Housing: Owner agrees to limit the approved residential units for use as a community intended and operated for occupancy by persons 55 years of age or older in accordance with the Housing for Older Persons Act of 1995, 42 USCA § 3607(b), and pursuant to applicable state and federal laws for a period of fifty (50) years from the receipt of Certificates of Occupancy.

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

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

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

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

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

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

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

12. This Amended Agreement supersedes the Original Agreement in its entirety. The Original Agreement is no longer in effect.

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

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

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

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

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

(Signatures on following pages)

Signed, sealed and delivered in the presence of:

CITY OF WINTER PARK, FLORIDA, a political subdivision of the State of Florida

Michelle Bernstein
Name: Michelle Bernstein

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

Juanita Grant
Name: JUANITA GRANT

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

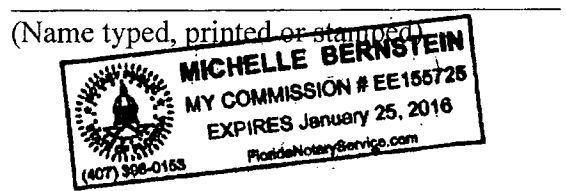
Date: 1-28-13

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29th day of January 2012, by Kenneth W. Bradley, Mayor of THE CITY OF WINTER PARK, FLORIDA, a municipal corporation, on behalf of the corporation. He (She) is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Michelle Bernstein
Notary Public Signature



DENNING SWOOPE GP, LLC, a Florida limited liability corporation

Sheryl Norfleet

Name: SHERYL NORFLEET

By: _____

Name: Paul M. Missigman

Its: Manager

Date: January 31, 2013

Cynthia L. Pucowski

Name: Cynthia L. Pucowski

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31st day of January, 2013, by Paul M. Missigman, as Manager of Denning Swoope GP, LLC. He ~~(She)~~ is personally known to me or has produced n/a as identification.

(NOTARY SEAL)



SHERYL NORFLEET
MY COMMISSION # DD 899234
EXPIRES: August 3, 2013
Bonded Thru Budget Notary Services

Sheryl Norfleet

Notary Public Signature

(Name typed, printed or stamped)

LEGAL DESCRIPTION

Exhibit "A"

Parcel 1:

Lot 3, Block C, Capen's Addition to Winter Park, according to the plat thereof as recorded in Plat Book A, Page 95, Public Records of Orange County, Florida.

Lot 4, Block C, Capen's Addition to Winter Park, according to the plat thereof as recorded in Plat Book A, Page 95, Public Records of Orange County, Florida.

The East 1/2 of Lot 5, Block C, Capen's Addition to Winter Park, according to the plat thereof as recorded in Plat Book A, Page 95, Public Records of Orange County, Florida.

Lot 6 and the West 1/2 of Lot 5, Block C, Capen's Addition to Winter Park, according to the plat thereof as recorded in Plat Book A, Page 95, Public Records of Orange County, Florida, Less and Except that part conveyed to the City of Winter Park in Official Records Book 1300, Page 725, Public Records of Orange County, Florida, described as follows: Begin at the Northwest corner of Lot 6, Block C, Capen's Addition to Winter Park, run thence South 38 feet along the West line of said Lot 6, thence North 11°53' East, 38.83 feet to point on the North line of said Lot 6, thence West 8 feet to the Point of Beginning.

Lot 1, (Less the South 150 feet) Replat Capen's Addition, according to the plat thereof as recorded in Plat Book O, Page 140, Public Records of Orange County, Florida.

Lot 6 and the West 1/2 of Lot 5, Replat Capen's Addition, according to the plat thereof as recorded in Plat Book O, Page 140, Public Records of Orange County, Florida, Less and Except that part conveyed to the City of Winter Park in Official Records Book 1300, Page 727, Public Records of Orange County, Florida described as follows: Begin at the Southwest corner of Lot 6, run thence North 28 feet, thence South 23°12' East 30.46 feet to the South line of said Lot 6, thence West 12 feet to the Point of Beginning.

The North 27.67 feet of the South 150 feet of Lot 1, Replat Capen's Addition, according to the plat thereof as recorded in Plat Book O, Page 140, Public Records of Orange County, Florida.

Parcel 2:

Lot 4 and the East 1/2 of Lot 5, Replat Capen's Addition, according to the plat thereof as recorded in Plat Book O, Page 140, Public Records of Orange County, Florida.

Containing 3.50 acres, more or less.

SHEET 1 OF 2



**ALLEN
&
COMPANY**

Professional Surveyors & Mappers

213 S. Dillard Street, Suite 210
Winter Garden, Florida 34787 • (407) 654-5355

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON WESTERLY RIGHT OF WAY LINE OF DENNING AVENUE AS HAVING AN ASSUMED BEARING OF NORTH 00°22'41" WEST.

JOB NO. 20120177
 DATE: NOV. 15, 2012
 SCALE: 1 INCH = 100 FEET
 FIELD BY: N/A

CALCULATED BY: EGT
 DRAWN BY: EGT
 CHECKED BY: JLR

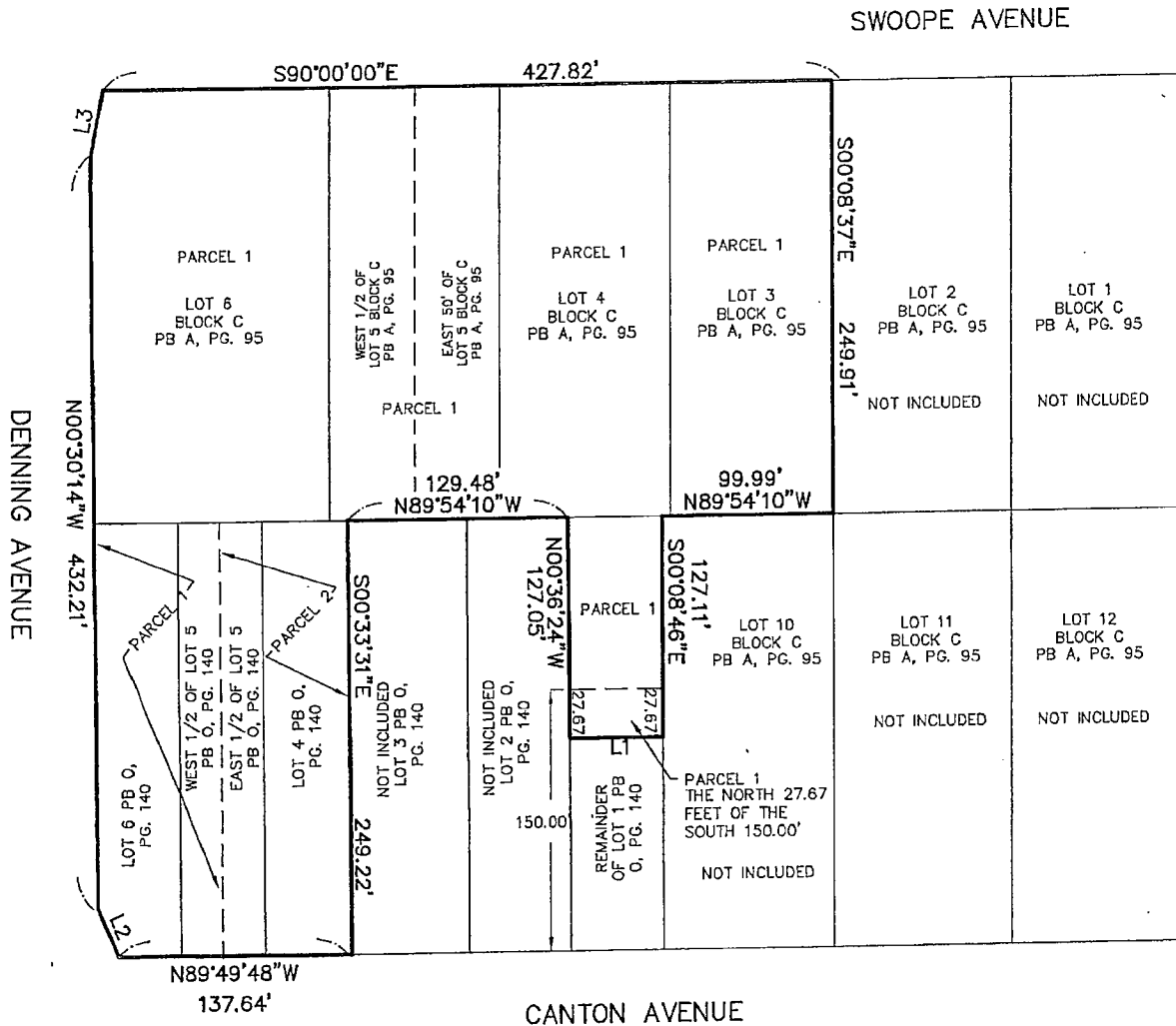
FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, PSM #5633

SKETCH OF DESCRIPTION

Exhibit "A"

LINE TABLE		
LINE	LENGTH	BEARING
L1	54.36'	N89°49'48"W
L2	30.59'	N23°35'49"W
L3	38.76'	N11°24'20"E



SHEET 2 OF 2



ALLEN & COMPANY

Professional Surveyors & Mappers

213 S. Dillard Street, Suite 210
Winter Garden, Florida 34787 • (407) 654-5353

SURVEYOR'S NOTES:

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JOB NO. 20120177
 DATE: NOV. 15, 2012
 SCALE: 1 INCH = 100 FEET
 FIELD BY: N/A

CALCULATED BY: EGT
 DRAWN BY: EGT
 CHECKED BY: JLR



city commission public hearing

item type	Public Hearing	meeting date	November 24, 2014
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	6-0 final vote

Subject: Ordinance to Implement in the Land Development Code, the Modification of the Requirement for Supermajority Approval Needed for Certain Conditional Uses.

At the October 13th City Commission meeting, this Ordinance was tabled in order to request from the Planning Board, a recommendation as to whether Conditional Uses should be approved by Ordinance. Thereby each Conditional Use would require two readings/two public hearings by the City Commission.

The Planning Board discussed this at their October 28th meeting. Their unanimous recommendation was to keep the process the same as currently exists.

The Planning Board recognized that since many times a rezoning ordinance also accompanies a conditional use request, the change would provide consistency with two City Commission public hearings on each item. They also recognized that two public hearings provide more opportunity for public input and City Commission consideration.

However, the Planning Board feels that in the cases of larger projects with "preliminary" and "final" conditional use approvals, the "preliminary" conditional use vote is in effect the first reading and the "final" conditional use vote is in effect the second reading. The Planning Board also felt that the change for two public hearings in many circumstances would be counter to the City's desire to streamline the development review process by adding more time for development approvals. They feel that many of the simpler conditional use requests, especially those for certain types of businesses or smaller projects would be delayed. Some examples include when Conditional Uses are required for: Tennis Courts; Drive-Thru components to businesses; Car Repair/Service businesses; Day Care businesses and the smaller office/townhouse projects larger than 10,000 sq. feet.

Background for the Proposed Ordinance:

On July 14, 2014, following review by the Florida Dept. of Economic Opportunity, the City Commission adopted Comprehensive Plan policy amendments to remove three Policies in the Comprehensive Plan which impose the supermajority requirement for the approval of certain Conditional Uses. It is not legally required but generally the Land Development Code should be consistent with the Comprehensive Plan. This Ordinance implements those Comp. Plan policy changes within the Land Development Code.

Planning and Zoning Board Recommendation:

Motion made by Mr. Sacha, seconded Mr. Gottfried to approve the proposed ordinance to remove the requirement for supermajority votes. Motion carried unanimously with a 6-0 vote.

Summary:

The City Attorney, Larry Brown, has previously prepared a legal opinion (attached) indicating that the City Charter sets forth that all Ordinances are adopted by the affirmative vote of a majority of the City Commission.

At that time it was made clear that this conflict with City Charter only related to the adoption of Ordinances. There are other Policies of our Comprehensive Plan that require a supermajority for the adoption of certain types of conditional uses.

The intent of the Comprehensive Plan amendments which were adopted On July 14, 2014 and the intent of this implementation Ordinance for the Land Development Code are to achieve consistency of majority rule by also changing the rules which require supermajorities for the approval of certain Conditional Uses.

Amendment of the two Conditional Uses that require a supermajority vote for approval:

There are two types of Conditional Uses which require a supermajority vote for approval that are being amended:

1. Construction of three story buildings within the Central Business District. This supermajority requirement is listed in all the applicable zoning districts applicable to the CBD so this Ordinance amends that requirement in the R-3, R-4, O-1, C-2, C-3 and PQP zoning districts.
2. Construction within the stream floodways and floodplains of the City. This relates to the two stream floodplain areas between Lake Sue and Lake Virginia and the north of Lake Maitland. It is being amended with Article V of the Land Development Code.



**CITY OF WINTER PARK
Planning & Zoning Board**

**Work Session
City Hall, Commission Chambers**

**October 28, 2014
12:00 Noon**

MINUTES

Chairman James Johnston called the meeting to order at 12:00 Noon in the Commission Chambers of City Hall. Present: James Johnston, Chairman, Peter Gottfried, Vice-Chairman, Randall Slocum, Shelia De Ciccio, Ross Johnston, Robert Hahn and Peter Weldon. Absent: Tom Sacha. Staff: Planning Manager, Jeff Briggs and Recording Secretary Lisa Smith.

Mr. Briggs provided an update on the following items that went to the City Commission: Parking Codes; Subdivision of 1252 Lakeview Drive; Townhouse Project at W. Morse & Virginia; Canton/Capen Subdivision; Whole Foods Final CU; Supermajority for CU and Medical Marijuana Ordinances. Chairman Johnston then called the meeting to order as a regular meeting for action on two matters.

Discussion of the Proposal for two readings for Conditional Uses.

Mr. Briggs explained that the City Commission has asked the Planning and Zoning Board to examine and make a recommendation for a suggested change to our Zoning Code that would require Conditional Uses to be adopted by Ordinance. Thereby each Conditional Use would require two readings/public hearings by the City Commission. Mr. Briggs outlined the advantages and disadvantages of such a code change which are:

Adopting Conditional Uses by Ordinance has the following advantages:

1. Since many times a rezoning ordinance also accompanies a conditional use request, it would provide consistency with two City Commission public hearings on each item.
2. Two public hearings provide more opportunity for public input and City Commission consideration.
3. In cases of larger projects with "preliminary" and "final" conditional use approvals, the "preliminary" conditional use vote could be the first reading and the "final" conditional use vote could be the second reading.

Adopting Conditional Uses by Ordinance has the following disadvantages:

1. The change for two public hearings in many circumstances would be counter to the City's desire to streamline the development review process by adding more time and risk to the initial development approvals.
2. Many of the simpler conditional use requests, especially those for certain types of businesses or smaller projects would be delayed. Some examples include when Conditional Uses are required for: Tennis Courts; Drive-Thru components to businesses; Car Repair/Service businesses; Day Care businesses; and the smaller office/townhouse projects larger than 10,000 sq. feet.

The P&Z Board members discussed the proposal in depth and questioned staff on how the process would be altered. The Planning Board members recognized that since many times a rezoning ordinance also accompanies a conditional use request, the change would provide consistency with two City Commission public hearings on each item. They also recognized that two public hearings provide more opportunity for public input and City Commission consideration.

However, the Planning Board members also discussed that in the cases of larger projects with "preliminary" and "final" conditional use approvals, the "preliminary" conditional use vote is in effect the first reading and the "final" conditional use vote is in effect the second reading. The Planning Board felt that the change for two public hearings in many circumstances would be counter to the City's desire to streamline the development review process by adding more time for development approvals. They feel that many of the simpler conditional use requests, especially those for certain types of businesses or smaller projects would be delayed.

Motion made by James Johnston; seconded by Sheila De Ciccio to recommend to the City Commission that the city procedures for approval of conditional uses NOT be changed. The motion was approved by a 7-0 vote.

P&Z Minutes – Sept. 2, 2014:

REQUEST OF THE CITY OF WINTER PARK FOR: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 “LAND DEVELOPMENT REGULATIONS”, SO AS TO REMOVE THE REQUIREMENT FOR SUPERMAJORITY VOTES FOR THE APPROVAL OF CERTAIN CONDITIONAL USES.

Planning Manager Jeffrey Briggs presented the staff report and explained that on July 14, 2014, following review by the Florida Dept. of Economic Opportunity, the City Commission adopted Comprehensive Plan policy amendments to remove three Policies in the Comprehensive Plan which impose the supermajority requirement for the approval of certain Conditional Uses. He said that this Zoning Code amendment seeks to implement these Comp. Plan policy changes by modifying the Zoning Code to remove the instances where Conditional Uses require a supermajority to be approved. He said that the City Attorney, Larry Brown, has previously prepared a legal opinion indicating that the City Charter sets forth that all Ordinances are adopted by the affirmative vote of a majority of the City Commission. As such, the Code sections that required a supermajority of the City Commission to adopt an “Ordinance” were changed in April, 2013. At that time it was made clear that this conflict with City Charter only related to the adoption of Ordinances. There are other Policies of our Comprehensive Plan that require a supermajority for the adoption of certain types of conditional uses. The intent of the Comprehensive Plan amendments and this Ordinance is to achieve consistency of majority rule by also changing the rules which require supermajorities for the approval of certain Conditional Uses. There are two types of Conditional Uses which require a supermajority vote for approval that are being amended:

1. Construction of three story buildings within the Central Business District. This supermajority requirement is listed in all the applicable zoning districts applicable to the CBD so this Ordinance amends that requirement in the R-3, R-4, O-1, C-2, C-3 and PQP zoning districts.
2. Construction within the stream floodways and floodplains of the City. This relates to the two stream floodplain areas between Lake Sue and Lake Virginia and the north of Lake Maitland. It is being amended with Article V of the Land Development Code.

Staff recommended approval in order to be consistent with Comprehensive Plan policies, as recently amended and to achieve consistency in land development approvals. Mr. Briggs responded to Board member questions and concerns.

No one wished to speak concerning this item. Public Hearing closed.

Motion made by Mr. Sacha, seconded Mr. Gottfried to approve the proposed ordinance to remove the requirement for supermajority votes. Motion carried unanimously with a 6-0 vote.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT REGULATIONS", ARTICLE III, "ZONING" SECTIONS 58-68; 58-69; 58-72; 58-75; 58-76 AND 58-79 AS WELL AS WITHIN ARTICLE V, "ENVIRONMENTAL PROTECTION REGULATIONS", SECTION 58-214 SO AS TO REMOVE THE REQUIREMENT FOR SUPERMAJORITY VOTES FOR THE APPROVAL OF CERTAIN CONDITIONAL USES, PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City Commission desires to implement recently amended policies in the Comprehensive Plan; and

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

WHEREAS, the City Staff recommends this Ordinance, and the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their August 5, 2014 meeting; and

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

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

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

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" Section 58-68 "Medium density multiple-family Residential (R-3) District", subsection (c) "Conditional uses"; paragraph (8) is hereby amended and modified as follows:

Sec. 58-68. Medium Density Multiple Family Residential (R-3) District.

(c) *Conditional uses.* The following uses may be permitted after review by the planning and zoning commission and approval by the city commission in accordance with the provisions of this article. See Sec. 58-90. Conditional Uses.

(8) Buildings with a third floor within the central business district, ~~which requires the affirmative votes of four city commissioners to be approved;~~

SECTION 2. That Chapter 58 "Land Development Code", Article III, "Zoning" Section 58-69 "Multifamily (high density R-4) District", subsection (c) "Conditional uses"; paragraph (8) is hereby amended and modified as follows:

Sec. 58-69. Multifamily (high density R-4) District.

(c) *Conditional uses.* The following uses may be permitted after review by the planning and zoning commission and approval by the city commission in accordance with the provisions of this article. See Sec. 58-90. Conditional Uses.

(8) Buildings with a third floor within the central business district, ~~which requires the affirmative votes of four city commissioners to be approved;~~

SECTION 3. That Chapter 58 "Land Development Code", Article III, "Zoning" Section 58-72 "Office (O-1) District", subsection (d) "Conditional uses"; paragraph (7) is hereby amended and modified as follows:

Sec. 58-72. Office (O-1) District.

(d) *Conditional uses.* The following uses may be permitted after review by the planning and zoning commission and approval by the city commission in accordance with the provisions of this article. See Sec. 58-90. Conditional Uses.

(7) Buildings within the Central Business District with a third floor up to forty (40) feet in height, ~~which requires the affirmative votes of four (4) city commissioners to be approved.~~

SECTION 4. That Chapter 58 "Land Development Code", Article III, "Zoning" Section 58-75 "Commercial (C-2) District", subsection (c) "Conditional uses"; paragraph (3) is hereby amended and modified as follows:

Sec. 58-75. Commercial (C-2) District.

(c) *Conditional uses.* The following uses may be permitted as conditional uses following review by the planning and zoning commission and approval by the city commission in accordance with the provisions of this C-2 district section only. See Sec. 58-90 Conditional Uses.

(3) Buildings with a third floor and up to forty (40) feet in height, ~~which requires the affirmative votes of four (4) city commissioners to be approved as a conditional use;~~

SECTION 5. That Chapter 58 "Land Development Code", Article III, "Zoning" Section 58-76 "Commercial (C-3) District", subsection (c) "Conditional uses"; paragraph (1) (o) is hereby amended and modified as follows:

Sec. 58-76. Commercial (C-3) District.

(c) *Conditional uses.*

(1) The following uses may also be permitted as conditional uses following review by the planning and zoning commission and approval by the city commission in accordance with the provisions of this Article. See Sec. 58-90 Conditional Uses.

(o) Buildings with a third floor within the Central Business District up to forty (40) feet in height; ~~which requires the affirmative votes of four (4) city commissioners to be approved;~~

SECTION 6. That Chapter 58 "Land Development Code", Article III, "Zoning" Section 58-79 "Public and quasi-public (PQP) District", subsection (d) "Conditional uses"; paragraph (6) is hereby amended and modified as follows:

Sec. 58-79. Public and quasi-public (PQP) District.

(d) *Conditional uses.* The following uses may be permitted as conditional uses following review by the planning and zoning commission and approval by the city commission in accordance with the provisions of this C-2 district section only. See Sec. 58-90 Conditional Uses.

(6) Buildings with a third floor and up to forty (40) feet in height, ~~which requires the affirmative votes of four (4) city commissioners to be approved as a conditional use;~~

SECTION 7. That Chapter 58 "Land Development Code", Article V, "Environmental Protection" Division 3 "Flood Plain Regulations", Section 58-214 "Flood hazard regulations", subsection (d) is hereby amended and modified as follows:

Sec. 58-214. Flood hazard regulations.

(d) Located adjacent to the flood ways designated in section 58-212 are flood plain areas for the city's two streams: the portion of Howell Branch Creek between Lake Sue and Lake Virginia, and the Howell Branch Creek north of Lake Maitland. Within these streams flood plain areas that are below the base elevations, no adding of soil or other fill materials shall be permitted. In addition, the use of these areas for any structure shall be permitted only as a conditional use. ~~Provided further, any conditional use shall be granted only upon the affirmative vote of four members of the city commission.~~ The criteria utilized to evaluate such conditional use requests shall include, but not be limited to: the effect on flood storage capacity; environmental impacts on the wetland areas from the construction process; the loss of environmentally sensitive areas and the precedent for similar construction in such areas including conformance to the comprehensive plan.

SECTION 8. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 9. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 10. Effective Date. This Ordinance shall become immediately effective upon its passage and adoption.

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

Mayor

Attest:

City Clerk



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

Attorneys at Law

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

Usher L. Brown
Board Certified Civil Trial Law
Board Certified Education Law

ulbrown@orlandolaw.net

September 10, 2012

Randy Knight, City Manager
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

via email & regular U.S. Mail

Re: Legal Opinion Concerning Section 2.11 of the City Charter

Dear Randy:

This in response to your request for a legal opinion concerning whether or not provisions in the Municipal Code that require the vote of four members of the City Commission (i.e., a super majority) are in conflict with Section 2.11 of the City Charter. For the reasons stated hereinafter, I have concluded that there is a conflict between the Charter and such ordinances, and the provisions in the Charter should supercede and control the procedure for adoption of ordinances.



DISCUSSION

Section 2.11 of the City Charter provides in relevant part that "a proposed ordinance shall be adopted when it ... has received the affirmative vote of a majority of the City Commission physically present on at least two separate days at either regular or special meetings of the Commission." A majority of the Commission is three Commissioners. A quorum for a meeting exists when there are at least three members physically present at the meeting. Therefore, an ordinance may pass under the Charter on two votes that are physically present (assuming a quorum and only two affirmative votes of Commissioners are cast), or on the affirmative vote of three.

The Charter provision must be construed to lead to a reasonable result in accordance with the plain language used. The plain language of Section 2.11 of the Charter provides that if three Commissioners are physically present, then, assuming all

September 10, 2012
Page 2

other legal requirements are met, the ordinance may be adopted by a vote of a majority physically present.

There are several sections in the Municipal Code that require a super majority or four votes in order to adopt specific types of ordinances. I have previously provided you a memorandum that identifies a number of these sections that call for a vote of four Commissioners. An example is Section 58-89 concerning zoning changes. Subsection 58-89(f) contains a four vote requirement, and states in relevant part the following:

"In case of a recommendation of denial by the Planning & Zoning Commission, such amendment shall not become effective except by the favorable vote of four members of the City Commission. In cases when the Planning & Zoning Commission recommends approval of a zoning map amendment on a lesser portion of the property than originally requested or imposes conditions upon or limitations upon a recommendation for approval reducing the intensity or density of use of said property, it shall require the favorable vote of four members of the City Commission to adopt such zoning map amendment to a greater portion of the property or to increase the density or intensity of use of said property above that recommended by the Planning & Zoning Commission."

There are other examples in the Municipal Code, but the referenced section is illustrative of several provisions which require a super majority in order to enact an ordinance.

A municipal charter is "the paramount law of the municipality, just as the state constitution is the charter for the state." See, e.g., *City of Miami Beach v. Fleetwood Hotel Inc.*, 261 So.2d 801, 803 (Fla. 1972); *Clark v. North Bay Village*, 54 So.2d 240, 242 (Fla. 1951). It has been held that the charter acts as the local government's constitution, and therefore ordinances must be in accordance with the charter. *Hollywood, Inc. v. Broward County*, 431 So.2d 626, 609 (Fla. 4th DCA 1983), *rev. den'd.* 440 So.2d 352 (Fla. 1983).

There may not be a conflict between an ordinance and a charter provision. Attorney General Opinion (AGO) 2002-77 (November 12, 2002). In this Opinion, the Attorney General held that a "charter provision and the existing ordinance may coexist unless there is a conflict between the two provisions, in which case the charter provision would prevail." In AGO 2002-77, the issue was whether a citizen initiative that would amend the charter of the City of Northport to include a tree protection provision could be enacted given the fact that there was an existing city ordinance dealing with the same subject of tree protection. The Attorney General held that if the citizens of Northport approved the charter amendment to include a tree protection provision, then the charter provision and the existing ordinance could coexist "unless there is a conflict between the two provisions, in

which case the charter provision would prevail."

The Attorney General further held that an inconsistent or conflicting provision of a charter or a constitution "operates to amend, supersede, or modify" the inferior law. The inferior law is a statute in the case of conflict with the Constitution. And, the inferior law is an ordinance in the case of conflict with a charter. *Id.*

Another example of the application of this rule is found in the appellate decision *West Palm Beach Golf Commission v. Callaway*, 604 So.2d 880 (Fla. 4th DCA 1992). In this case the court held that certain ordinances empowering the local golf commission to hire and fire employees conflicted with a charter provision, and declared the ordinances in conflict with the charter were invalid.

The question then becomes whether or not ordinances of the City of Winter Park that require four votes or a super majority conflict with Charter Section 2.11. The Florida Supreme Court recently stated the test for determining whether a local law conflicts with a superior law. *Sarasota Alliance for Fair Elections, Inc. (SAFE) v. Browning*, 28 So.3d 880 (Fla. 2010). In this case, the Court invalidated certain proposed amendments to the charter of Sarasota County because those amendments to the charter conflicted with state statutes governing the procedures for conducting state and local elections.¹

The Supreme Court held that the test of whether or not "a local government enactment and state law [conflict] is whether one must violate one provision in order to comply with the other. Putting it another way, a conflict exists when two legislative enactments cannot coexist." *Id.*, at 888.

Therefore, if conduct satisfies the requirements of the superior law, yet violates the inferior law, then the inferior law is in conflict and should not stand. Specific examples from the *Sarasota County* case illustrate how this test is to be applied.

The proposed Sarasota charter amendments included a requirement that for each local election an independent auditing firm would be required to complete audits of the election results before the results could be certified. The Court held that this proposed amendment conflicted with state law, which provides that the Supervisor of Elections certifies election results, and because the independent auditing firm would not be subject to the administrative rules promulgated by the Division of Elections pursuant to Florida's Election Code. "Thus, two separate entities could be handling the ballots during the same time period and employing different methods in ascertaining the results to be certified if the

¹ The Court held the state statutes did not expressly preempt the Sarasota charter amendments, and further held that implied preemption is disfavored. However, certain of the charter amendments were found to conflict with state law.

SAFE amendment is put into operation." *Id.* at 890. If the Supervisor of Elections complied with state law in certifying the election results in Sarasota, she would be in violation of the local law. The superior and inferior laws therefore could not coexist.

Turning now to the Winter Park Charter provision, the plain language provides "that a proposed ordinance shall be adopted when it has ... received the affirmative vote of a majority of the City Commission physically present." This language imposes a mandate because it uses the word "shall" when it refers to the fact that Winter Park ordinances shall be adopted when approved by an affirmative vote of a majority physically present. A member of the Commission is entitled to have his or her legislative program enacted in accordance with the Charter, and where the Charter mandates that the legislative program is enacted upon an affirmative vote of a majority, an ordinance that requires a super majority is, in my opinion, in clear conflict with the Charter mandate. To use the term that the Supreme Court used in *SAFE v. Browning*, the ordinance and the charter provision cannot "coexist", because a mandatory right to enact on a simple majority is in conflict with a requirement in an ordinance calling for a super majority.

I am certainly aware that this opinion may be viewed as controversial by some. During my tenure I have become aware that there are citizens who may prefer the super majority requirement because they believe this makes it more difficult for development that they oppose to occur in the City. That is a political or policy argument, and I offer no opinion whether or not a super majority requirement is advantageous to the City. My role is limited to expressing a legal opinion concerning whether or not there is a conflict between ordinances requiring a super majority vote and the provision in Section 2.11 mandating enactment of an ordinance if it receives the affirmative vote of a majority. A superior law (i.e., the Charter) mandating a simple majority is in conflict with, and cannot coexist with, an inferior law (i.e., an ordinance) that requires a super majority. The Charter must prevail under Florida law.

This conflict may only be resolved if the citizens of Winter Park approve an amendment to the Charter that requires a super majority vote under such circumstances as set out in the amendment. Amendments to a municipal charter are accomplished pursuant to the procedures in Section 166.031, Florida Statutes. This statute provides that the governing body of a municipality may, by ordinance, or the electors of the municipality may, by petition signed by at least 10% of the registered electors, submit to the electors the question of the amendment at a referendum election. Absent such an amendment in the Charter authorizing a super majority vote, the conflict remains in my opinion.

Because the question is controversial, some may call for the City to request an Attorney General opinion. That is an option, although the Attorney General may decline to issue an opinion. On this question, refer to the Attorney General's website and link to the page entitled "Frequently Asked Questions About Attorney General Opinions". There you will see that opinions generally are not issued on questions requiring an interpretation of local codes, ordinances or charters.

September 10, 2012
Page 5

The Attorney General does have discretion, however, to issue an opinion "notwithstanding any other provision of law". Section 16.01(3), Florida Statutes.

If an opinion from the Attorney General is requested by a majority of the City Commission or the City Manager, I will phrase the question to the best of my ability to implicate questions of state law in addition to local law, but I want to advise you of the possibility that under the statute the Attorney General may interpret the question as one strictly under local law, and then may exercise her discretion and refuse to issue an opinion. See, AGO 98-27, fn. 1 (March 31, 1998) ("You also asked about several provisions of the city charter. This office is authorized to render opinions regarding the interpretation of state law. See, Section 16.01(3), Florida Statutes. As discussed in this Office's Statement Concerning Attorney General Opinions, opinions are not issued on questions involving the interpretation of local charters, codes, or ordinances.")

Please contact me if you have any further questions regarding this.

Sincerely,



Usher L. Brown

ULB:tfa

G:\Docs\Cities\Winter Park\Legal Opinion Letters\2012 opinion - conflict between charter provision and ordinances calling for super majority vote\lr.city manager re super majority vote and conflicts between charter provision & ordinances.wpd