



# city commission agenda

## Regular Meeting

December 8, 2014  
3:30 p.m.  
Commission Chambers

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

## welcome

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

## meeting procedures

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

**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 Electric Director Jerry Warren Pledge of Allegiance	
3	Approval of Agenda	
4	Mayor's Report	<b>*Projected Time</b> <b>*Subject to change</b> 10 minutes
	a. Golf Course Centennial Committee Recognition b. Recognition – "Baxter's Bags project"	
5	City Manager's Report	<b>*Projected Time</b> <b>*Subject to change</b> 5 minutes
	a. Capacity Report	
6	City Attorney's Report	<b>*Projected Time</b> <b>*Subject to change</b>

<b>7</b>	<b>Non-Action Items</b>	<b>*Projected Time</b> <b>*Subject to change</b>
	a. Tree Planting Presentation	30 minutes
	b. Professional Consultants Report	15 minutes
<b>8</b>	<b>Citizen Comments   5 p.m. or soon thereafter</b> <b>(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)</b> (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	
<b>9</b>	<b>Consent Agenda</b>	<b>*Projected Time</b> <b>*Subject to change</b>
	a. Approve the minutes of November 24, 2014.	
	b. Approve the FY 2015 budget amendment for the Tree Inventory Forestry Grant.	
	c. Approve the following purchase requisitions, blanket purchase orders (BPO), piggyback contracts and formal solicitation:	
	1. Wheeled Coach Industries for a 2014 Ford F-450 Firemedic 1170F Custom Ambulance; NTE \$230,000.	
	2. Orlando Freightliner Inc. for PR156643 for 2016 Freightliner M2106 Large Dump Truck; \$105,860.	
	3. BPO to Davey Tree Expert Company for Tree Trimming and Removal Services – ITN-6-2013; \$800,000.	
	4. BPO to City of Altamonte Springs for FY15 Wholesale Sewer Treatment; \$126,500.	
	5. BPO to USA Services of Florida, Inc. for Mechanical Sweeping Services; \$205,247.64.	
	6. Piggyback Orange County Contract Number Y14-1070-LC with Hubbard Construction Company for Furnish Asphalt Products; \$250,000.	
	7. Award to Wesco Distribution RFQ-7-2015 for purchase of Pad Mounted Switch Fault Interrupter; \$134,430.50.	
		5 minutes
<b>10</b>	<b>Action Items Requiring Discussion</b>	<b>*Projected Time</b> <b>*Subject to change</b>
	a. Library Facility Task Force recommendations	30 minutes
	b. Acquisition of the property located at 2600 Lee Road	10 minutes
<b>11</b>	<b>Public Hearings</b>	<b>*Projected Time</b> <b>*Subject to change</b>
	a. <b>Ordinance</b> – Removing the requirement for supermajority votes for the approval of certain conditional uses (2)	5 minutes
	b. Request by the City Commission to reconsider two sections of the Ravaudage Amended and Restated Development Order as approved by the City Commission on November 11, 2014 and adopt by <b>Resolution</b> additional amendments to the Amended and Restated Development Order.	30 minutes



- c. Request of Benjamin Partners, Ltd. and American Land Ventures, Inc. for approval of setback variances 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 street setback on Lewis Drive.

30 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 **city manager's report**

item type

City Manager's Report

meeting date

December 8, 2014

Below are issues of interest to the Commission and community that are currently being worked on by staff, but do not currently require action on the Commission agenda. These items are being tracked to provide the Commission and community the most up to date information regarding the status of the various issues. The City Manager will be happy to answer questions or provide additional updates at the meeting.

issue	update	date
Quiet Zones	State funds approved for grant disbursement. City submitted grant applications for City quiet zones on July 23, 2014.	Applications deadline to State was October 15, 2014. Have not been alerted when notice of funding will be announced.
Fairbanks electric transmission and distribution undergrounding	Engineering cost estimates have been completed indicating that the project can be completed within FDOT's available funding. Contracts among Duke, the City, and FDOT are currently in negotiation.	City Commission action expected January 2015.
New Hope Baptist Church Project	Construction on the site includes concrete drives, parking area and stormwater retention area. Pastor John Phillips is pursuing licensing for the day care and school through DCF and obtaining required certifications for staff.	Approved Conditional Use will expire in September 2015.
Railroad crossing update	FDOT maintains all street crossings. The City of Winter Park maintains a list of the crossings in need of repair.	The City of Winter Park sends monthly reminders to FDOT requesting the necessary repairs.
Future tree plantings update	As of November 30th, 46 additional trees have been planted in the right-of-ways throughout the City. An additional 25-30 trees will be planted in December.	

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



CITY OF WINTER PARK

401 South Park Avenue

Winter Park, Florida

32789-4386

## **2014 CAPACITY CONCURRENCY ANALYSIS**

The city's 2009 Comprehensive Plan was developed in part to monitor the impacts to the city's public infrastructure through concurrency management. In various elements or chapters of the Comprehensive Plan, the city has established acceptable levels of service or capacity standards through policies that ensure appropriate infrastructure is available to the city's residents and businesses. These policies also provide benchmarks during the review of new development to ensure that the city's public infrastructure will not be impacted by any increased service levels. These policies are found in several elements of the Comprehensive Plan.

- **Public Facilities Element:** includes levels of service standards for wastewater, water, solid waste, drainage and stormwater management.
- **Transportation Element:** includes levels of service standards for roads
- **Parks and Recreation Element:** establishes levels of service for parks, conservation and open space.

Much of the data collection from the 2009 Comprehensive Plan dates back to 2004. The city will be required to update the data and analysis that supports the goals, objectives and policies of the Comprehensive Plan in 2016. During that update, the adopted standards will be reviewed based on a 2015 existing condition and projected future growth. Until that time, staff has evaluated, where feasible, existing growth and development with the adopted standards from 2009. The following sections highlight current capacity and the adopted level of service standard.

### **WATER AND SANITARY SEWER CAPACITY**

**Policy 4-5.1.1: Potable Water Level of Service.** The city adopts potable water minimum level of service standards of 150 gallons per capita per day for average usage and 225 gallons per capita per day for peak usage.

**Policy 4-2.1.1: Sanitary Sewer Minimum Level of Service.** The city shall maintain and develop sanitary sewer collection and treatment facilities and systems that provide and ensure that the minimum adopted levels of service for sanitary sewer of 139 gallons per day per capita and 320 gallons per day per equivalent residential unit are available to serve the City and its utility service areas.

## **Water**

The city's potable water service includes a 22 square mile service area with an estimated population of over 64,000. All potable water used by the city is processed in the city's water treatment plants. Approximately 62% of the population served by the city's water system is located outside city limits while 38% reside within Winter Park. Using the city's adopted level of service standard for potable water, there appears to be existing capacity to continue to serve this area without impact by any foreseeable development.

<b>Total Permitted Capacity:</b>	4,380,000,000 gallons per year
<b>Total Used in FY 2013:</b>	3,516,668,000 gallons
<b>Available Water Capacity:</b>	863,332,000 gallons per year or 2.365 million gallons per day (mgd)

## **Wastewater**

Within the City of Winter Park, most development receives wastewater service from a sewer system that transports sewage through underground pipes to an offsite treatment facility for processing and disposal. This type of wastewater service is referred to as a central sewer system. The city currently has coverage from four facilities:

1. The City of Orlando/Iron Bridge
2. City of Orlando/McLeod Road
3. City of Altamonte Springs/Keller Road
4. Winter Park Estates Water Reclamation Facility, the city's wastewater facility

The wastewater service area also covers 22 square miles and shares the same geographical boundaries as the potable water system.

The city has been working to minimize costs and preserve the capacity for anticipated growth within the city and its service area by purchasing and expanding service to the Altamonte Springs/Keller Road facility. This has allowed the city to provide sanitary sewer facilities along West Fairbanks Avenue and will also include the redirection of sewer from the Ravaudauge development. Based on the current adopted level of service standards, there is adequate sanitary sewer capacity available through our regional partners. The total available wastewater capacity for all the city's service areas is 2.863 mgd.

<b><u>Facility</u></b>	<b><u>Iron Bridge</u></b>	<b><u>McLeod Road</u></b>	<b><u>Keller Road</u></b>	<b><u>WP Estates</u></b>
<b>Total Permitted capacity</b>	5.962 mgd	1.0 mgd	0.414 mgd	0.615 mgd
<b>Average Used</b>	3.889 mgd	0.503 mgd	0.121 mgd	0.396 mgd
<b>Average Available Capacity</b>	2.073 mgd	0.497 mgd	0.293 mgd	0.220 mgd



## **Solid Waste**

### **Policy 4-3.1.1: Collection Level of Service and Disposal of Standard Solid Waste**

**Materials.** Provide bi-weekly solid waste collection and disposal service to all residential and non-residential properties in the city through contractual agreements with waste collection businesses. The level of service provided for collection and disposal shall be consistent with the level of waste generated from development and land uses occurring within the city. The city shall manage collection and disposal services sufficient to accommodate at least an annual average daily level of service of 4.2 pounds per capita.

The city's solid waste collection service is provided by Waste Pro, who is responsible for both waste management services and recycling pickup. The Comprehensive Plan level of service is based on a bi-weekly collection schedule with the ability of the private provider to accommodate 4.2 lbs. per capita.

In 2012, WastePro collected over 30,000 tons within the city. The city's sustainability efforts should help minimize the city's impact to the region's solid waste management collection service.

## **TRANSPORTATION CAPACITY**

**Policy 2-2.1: Level of Service Standards.** The minimum level of service peak hour standard for non-State and non-county related municipal collector streets is D and municipal local streets is C. The following shall serve as the city's Level of Service standards on state, and county facilities as well as for transit.

**State Facilities:** Pursuant to Sec. 163.3180 (10) F.S., Strategic Intermodal System (SIS), Florida Interstate Highway System (FIHS) and Transportation Regional Incentive Program (TRIPS) roadway facilities funded by the state have level-of-service standards established by the FDOT by rule, and local governments must adopt those standards. Interstate 4 is the only SIS and FIHS roadway facility within the city. Currently, there are no TRIP funded facilities. Consistent with Chapter 14-94, F.S. (Statewide Minimum Level of Service Standards), the peak hour Level of Service standards for State controlled facilities within the city are as follows:

<b>Table 2-3 Peak Hour LOS Standards for State Controlled Facilities</b>			
<b>Facility Type</b>	<b>SIS and FIHS Facilities</b>	<b>TRIP Funded Facilities</b>	<b>Other State Roads (*)</b>
Limited Access Freeway	E	(N/A)	(N/A)
Interstate 4	D	(N/A)	(N/A)
Limited Access Highway	D	(N/A)	(N/A)
Controlled Access Highway	D	(N/A)	(N/A)
Other Multi-Lane	(N/A)	D	E
Two Lane	(N/A)	D	E
Roadways Parallel to Exclusive Transit Facilities	E	E	E

Notes: Level of Service letter designations are defined in the FDOT 2002 *Quality/Level of Service Handbook*.

(N/A)-Not Applicable

(\*)-The Level of Service Standards for non SIS, FIHS, and TRIP facilities may be set by local governments in accordance with Rule 9J5.0055, F.A.C.

**County Facilities:** Consistent with the Orange County Comprehensive Policy Plan and Concurrency Management System, the peak hour Level of Service standard for County controlled and non-SIS, FIHS and TRIP State Principal Arterials, Arterials and Collector level facilities within the city is "E".

**Transit:** Consistent with the Orange County Comprehensive Policy Plan and Concurrency Management System, the Level of Service standard for mass transit is to maintain a person trip capacity of not less than (37,886) per weekday. Transit capacity is defined as the number of available person trips provided system-wide by mass transit.

Of all the elements of the Comprehensive Plan, the transportation element is probably the one that most people feel they know the best. The ability to drive an automobile from point A to point B impacts everyone. The city's most current transportation element was prepared using data collected in 2004. An update which includes traffic modeling will be part of the 2016 update to the Plan.

It is important to note that the Transportation Element is not just about roadway levels of service and automobile trips. It also includes an evaluation of the city's Lynx service and bike paths and access as well as parking facilities. Updates to this element will also include SunRail service and the anticipated impact on the region's and city's transportation network.

The analysis prepared for this report does not include a modeling component based on the time and expense needed to perform this evaluation, but staff has prepared a comparison of traffic volumes along major roadways in and around Winter Park. It should be noted that volumes along state roads such as US 17-92 (Orlando Avenue), Aloma Avenue and Fairbanks Avenue are collected for the Florida Department of Transportation by Orange County. These counts are done every two years with the exception of 2011. Traffic count data is not available through Orange County for 2011. All counts are done and presented as average annual daily trips (AADT).

Street	To	From	2005	2007	2009	2013
Aloma	St. Andrews	Lakemont	51067	45533	45645	46048
Aloma	Lakemont	Chase	40500	43245	41868	40824
Fairbanks	Chase	Park	45066	36779	41095	42502
Fairbanks	Pennsylvania	US 17-92	28288	29123	25797	26099
Fairbanks	US 17-92	I-4	36032	36928	33399	32346
Lee Rd	US 17-92	Wymore Rd	39627	39626	35252	35550
US 17-92	Maitland Ave	Lee	41894	42565	45220	46375
US 17-92	Webster	Fairbanks	38431	37761	37774	36176
US 17-92	Fairbanks	Orange	31472	33125	28658	31818
Howell Branch Rd.	Maitland Ave.	Sem. Cty	30462	31966	30301	30602
Lakemont Ave.	Glenridge	Aloma	20146	16750	20025	18532
Lakemont Ave.	Aloma	Palmer	18932	17756	15718	17016
Denning	Aragon	Kentucky				6576
Denning	Comstock	Lyman				8285
Denning	English Ct.	Symonds				9668
Denning	Morse	Swoope				7556
Denning	Webster	Carver St.				4766

## **PARK LEVEL OF SERVICE STANDARDS**

### **Policy 6-1.1.1: Provide Minimum LOS of Ten Acres of Parkland per 1,000 Residents.**

The city shall provide a minimum of ten acres of publicly owned parkland and conservation lands for each 1,000 residents. For the purpose of calculating this guaranteed level of service, 'open space' shall be defined as publicly owned passive or active recreational land and land left in its natural state for conservation purposes. Specifically excluded are lakes, garden plazas in high density/mixed use developments and roadway landscaped areas except for Kings Way and Reading Way.

Winter Park residents cherish the city's parks and open space. This desire is evident in the level of service standard for parks. Staff has continued to keep an up to date inventory on all park lands and conservation areas to assure that the level of service continues to be maintained. This level of service becomes more significant during the review of residential development in the city. To help mitigate this level of service, the city has established a series of policies that include impact fees and general revenue set-asides outlined in the Comprehensive Plan that ensure this level of service is maintained. The city's 2014 population estimate is currently 29,073 and the parks/conservation land acreage is 335.55 acres which permits a projected population of 33,555. A complete inventory outlining the city's current park land, conservation area and open space is provided for reference.

**City of Winter Park**  
**Parks and Recreation Department ACREAGE MASTER**

**SPECIAL PURPOSE PARKS/FACILITIES**

Park Names	Location	Acres
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Winter Park Country Club	9 hole Golf Course	40.77
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W.P. Tennis Center	1045 Azalea Lane	6.20
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TOTAL ACRES SPECIAL PURPOSE:		46.97
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## Community Parks

Park Names	Location	Acres
Central Park With West Meadow	Park Ave.	7.83
Community Center/Shady Park	421 New England Ave.	3.28
Dinky Dock	Ollie Ave.	1.56
Farmers' Market	200 West New England	0.71
Lake Baldwin Park	2000 South Lakemont Ave.	23.16
Howell Branch Preserve	Howell Branch Road	10.38
Martin Luther King, Jr. Park	Morse & Denning Drive	28.27
Mead Garden	1300 Denning Ave.	47.60
Ward Park/Cady Way	Cady Way & Perth	66.44
TOTAL ACRES COMMUNITY PARKS:		189.23

Neighborhood Parks

Park Names	Location	Acres
Kraft Azalea Garden	1365 Alabama Dr.	5.22
Orwin Manor Park	Mini Park & Playground	0.85
Phelps Park	Phelps. Ave.	5.92
Trismen Park	Detmar Drive	1.36

TOTAL ACRES NEIGHBORHOOD PARKS:

13.35

## Mini Parks

Park Names	Location	Acres
Alberta Drive Mini Park	Alberta Drive	0.30
Alberta/Cortland Mini Park	Alberta & Cortland	0.13
Alberta/Joalca Mini Park	Alberta & Joalca	0.04
Alexander Place Mini Park	Alexander Place	0.25
Alfred J Hanna Mini Park	Holt & French	0.13
Bonita Drive Mini Park	Bonita Drive	0.06
Bonnie Burn Mini Park	Bonnie Burn Circle	0.22
Canton/Interlachen Mini Park	Eastend of Canton at Lake	0.17
Canton/New York Mini Park	New York & Canton	0.08
Cavendish/Harmon	Cavendish & Harmon	0.05
Chelton Circle	Chelton Circle	4.90
Fairbanks/Orlando Mini Park	Fairbanks & Orlando Ave.	0.23
Fawcett Rd. Lakefront Mini Park	Fawcett Road	0.04
General Reese/Glenridge Mini Park	General Reese	0.38
Golfview Mini Park	Golfview	0.54
Hamilton Place Mini Park	Oaks and Beloit	0.35
Harland Park	Knowles Place	2.50
Harris Circle	Harris Circle	0.4
Hooper Park	Orange & Orlando Ave.	0.28
Jay Blanchard Park	Aloma/Sylvan Drive	0.32
Kings Way Mini Parks	Kings Way	0.83
Kiwi/Webster Mini Park	East end of Webster at Lake	0.24
Lake Knowles	Lake Knowles Circle	10.28
Lake Midget	Denning Drive	1.43
Lake Wilbar	Wilbar Circle	1.66
Lakeview Mini Park	Lakeview & French	0.19
Lasbury/Maiden Mini Park	Lasbury & Maiden Lane	0.19
Laughlin Park	New England & Capen	0.07
Leith Park	Orange Avenue/Leith	0.25
Loch Lomond/St. Andrews Mini Pk.	Loch Lomand and St Andrew	0.23
Morse Park	Interlachen	0.16
Orange/Harmon Mini Park	Orlando Ave. & Orange Ave.	0.19
Park Grove Mini Park	Mini Park	0.11
Pulsifer Pl-Interlachen Mini Park	Old England Webster Island	0.21
Reading Way Mini Parks	Reading Way	0.83
Smiley Park Mini Park	Mini Park	0.14
Sunset/Chestnut Mini Park	Sunset and Chestnut	0.08
Tyree Lane Mini Park	Tyree Lane	0.03
Via Bella Mini Park	Via Bella	0.05
Villa View Park	Oaks and Park	0.28
Worthington Court Mini Park	Worthington Court	0.03
TOTAL ACRES MINI PARKS:		28.85

## Linear Recreation Areas

Park Names	Location	Acres
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Cady Way Bike Trail	Cady Way	3.30
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TOTAL ACRES LINEAR RECREATION:		3.30
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## Conservation and Open Space

Park Names	Location	Acres
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Tree Nursery	Durham	14.17
Penn. Ave. Lot	Penn. Ave.	0.40
Lake Waumpi	Lightning Trail	1.78
Temple Trail/Howell Branch	Temple Drive	37.50
TOTAL		53.85

## TOTALS BY CATEGORY

	ACREAGE
Special Purpose Parks/Facilities	46.97
Community Parks	189.23
Neighborhood Parks	13.35
Mini Parks	28.85
Linear Recreation Areas	3.30
Conservation and Open Space	53.85
TOTAL PARKS	
	335.55





# city commission agenda item

Item type	Non-Action Item	meeting date	December 8, 2014		
prepared by	Michelle del Valle Neuner	approved by	<input checked="" type="checkbox"/>	City Manager	
department	City Management		<input type="checkbox"/>	City Attorney	
division			<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 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 checked="" type="checkbox"/> Investment in Public Assets & Infrastructure				

## subject

Tree Planting

## background

At the November 10, 2014 Commission Meeting, the City Commission requested an update on tree planting, and more specifically a map of potential tree planting locations.

On December 8, 2014, Dru Dennison the City's Urban Forestry Manager will provide a presentation that includes the following topics:

- Map of potential tree planting sites
- Map of current shade canopy
- Tree planting criteria
- Tree planting strategy
- Tree availability



# city commission agenda item

Item type	Non-Action Item	meeting date	December 8, 2014		
prepared by	Michelle del Valle Neuner	approved by	<input checked="" type="checkbox"/> City Manager		
department	City Management		<input type="checkbox"/> City Attorney		
division			<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

Professional Services Contract Matrix

## background

At the November 10, 2014 Commission Meeting, the City Commission requested a list of professional services contracts. Attached is a list that includes attorneys, insurance agents, lobbyists, architect, engineers and other professionals.

- Extension of Staff contracts (architect, engineers, etc.) were all bid in 2012. Each of these contracts have been established with one year terms, renewable up to five years.
- Agents of records are within five years, the insurance/benefit agent is planned to be bid in the Spring 2015.
- Lobbyist have been bid at the request of the Commission. The federal lobbyist was bid in 2012, while the state lobbyist has been in place since 2005.
- City Attorney & Labor Attorney have been bid at the request of the City Commission. The Charter (2.09) indicates the City Attorney is appointed and removed by the City Commission. We were unable to find another City in Central Florida that bids the attorney assignment on a regular basis. Information regarding suggested management practices for City Attorney reporting, was provided to the Commission on November 10, 2014.
- The City Charter requires the External Auditor be competitively bid every three years (2.17).

## Professional Services Matrix

Professional Service	Last RFP/Bid Process	Notification Required to Termination/Rebid	Annual Spend FY 14	Notes
<b>Brown and Brown Insurance</b> ; Property & Causality, Workers Comp.	2012	Yearly Renewal	100,000	
<b>Hylant Group (AGIS)</b> ; Insurance & Benefits	2009	Notice to Discontinue	69,660	Contract Assigned. Bid scheduled FY 2015
<b>Moore Stevens and Lovelace</b> ; External Auditor	2013	Termination for Convenience/Default	62,000	Charter requires RFP every 3 years.
<b>Renaissance Strategy Group (BGR Government Lobby Services)</b> ; Federal Lobbyist	2013	30 Days Advance Notice	50,064	Contract Assigned.
<b>Bill Peebles</b> ; State Lobbyist	2005	Written notice	38,083	
<b>PFM</b> ; Financial Advisor	2011	30 Days Advance Notice	58,287	
<b>Bryant, Miller Olive</b> ; Bond Counsel	2011	60 Days Advance Notice	27,643	
<b>Brown, Garganese, Weiss &amp; D' Agresta, P.A.</b> ; City Attorney	2009	10 Days Advance Notice	461,735	Charter position. The City Attorney serves at the pleasure of the Commission.
<b>Shutts &amp; Bowen, P.A.</b> ; Labor Attorney			70,376	
<b>Beck Disaster Recovery</b> ; Debris Monitoring	2009	60 Days by Contractor; 30 Days by City	0	Bid scheduled FY 2015
<b>Advanced Data Processing (Intermedix)</b> ; Fire Services Billing	2009	60 Days by Contractor; 30 Days by City	107801	Contract Assigned. Bid scheduled FY 2015
<b>Gorilla Map/Keith Gerhartz</b> ; GIS Services	2012	30 Days Advance Notice	87,740	
<b>Associated Consulting Architect/Aci; Architectural Consulting</b>	2012	30 Days Advance Notice	42,118	
<b>Universal Engineering</b> , Environmental Services	2012	30 Days Advance Notice	7,136	
<b>Gai Consultants</b> , Civil Engineering	2012	30 Days Advance Notice	33,436	
<b>Ardaman</b> ; GEO Technical	2012	30 Days Advance Notice	10,195	
<b>Environment Research Design</b> ; Lakes Consulting	2012	30 Days Advance Notice	16,550	
<b>Geosyntec</b> ; Stormwater Engineering/Consulting	2012	30 Days Advance Notice	22,305	
<b>CDM Smith</b> ; Stormwater Engineering/Consulting	2012	30 Days Advance Notice	32,230	
<b>Base Consultants</b> ; Structural Engineering	2012	30 Days Advance Notice	4,000	

**REGULAR MEETING OF THE CITY COMMISSION**  
**November 24, 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. There was a moment of silence for Apopka Mayor John Land who passed away. The invocation was provided by Reverend Shawn Garvey, First Congregational 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 Sprinkel to approve the agenda; seconded by Commissioner McMacken and approved by acclamation with a 5-0 vote.**

**Mayor's Report**

a. Proclamation – "Small Business Saturday"

Mayor Bradley proclaimed November 29, 2014 as "Small Business Saturday."

**City Manager's Report**

City Manager Knight advised that the long standing dispute over the billboards has been resolved and several billboards have been removed; there was a great turnout for the urban coyote informational meeting held last week; and advised that the December 8 CRA meeting has been cancelled. He announced the upcoming holiday events.

Commissioner Cooper asked that the capacity infrastructure report and the recalculation of the estimated SunRail exposure based on the 789 instead of the 450 ridership be provided.

Commissioner Leary recommended that we improve our recreational facilities and restrooms. He asked for support to have the Parks and Recreation Department provide a report with recommendations. A majority supported the request.

**City Attorney's Report** - No report.



### **Non-Action Item**

- a. Keep Winter Park Beautiful and Sustainable Sustainability Action Plan Presentation

Chairman Michael Poole, Kristopher Stenger and Abby Gulden presented an overview of the action plan. City Commissioners provided comments and will meet individually with the board to address their issues if that is their wish. The official plan will come back for approval in January.

### **Consent Agenda**

- a. Approve the minutes of November 10, 2014. – **PULLED FOR DISCUSSION – SEE BELOW**
- 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.

**Motion made by Commissioner McMacken to approve Consent Agenda items 'b.1-2' and 'c'; seconded by Mayor Bradley.** No public comments were made. **The motion carried unanimously with a 5-0 vote.**

Consent Agenda Item 'a' - Approve the minutes of November 10, 2014.

Commissioner Leary referenced page 7, item 'b' and requested that the minutes reflect a final vote of 4-0 since Mayor Bradley recused himself from voting.

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

**Action Items Requiring Discussion** – No items.

### **Public Hearings:**

- a. Request of Jewett Orthopedic Clinic:

ORDINANCE NO. 2983-14: 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. 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, Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 4-0 vote. Mayor Bradley recused himself from voting.**

b. Request of DePugh Nursing Home:

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. Second Reading

Attorney Brown read the ordinance by title. **Motion made by Mayor Bradley 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.**

c. 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 Second Reading

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

d. Request of English and Swoope Investment LLC and Village Park Senior Housing Partners Ltd. (Atlantic Housing Partners): 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.

Planning Manager Jeff Briggs summarized the request and answered questions related to pervious and impervious space, FAR (floor area ratio) and the zoning requirements. He advised that the Planning & Zoning Board voted unanimously in favor of the request.

**Motion made by Commissioner Sprinkel to approve the conditional use amendment; seconded by Commissioner Leary.** Attorney Rebecca Wilson, representing the applicant, answered questions. Commissioner Cooper disagreed with the project because of the building lot coverage and lack of pervious space.

**Motion amended by Commissioner Cooper that the project requires that the applicant comply with the maximum impervious space regulated under the multi-family codes for a single family structure. Motion failed for lack of a second.**

**Motion amended by Commissioner McMacken to include a 5' wide green strip down the proposed 15' wide concrete driveway from a point beginning at the right of way line to a point that is parallel with the first two car detached garage; seconded by Commissioner Cooper.**

No public comments were made.

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

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

- e. 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. First Reading

Attorney Brown read the ordinance by title.

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

Planning Manager Jeff Briggs explained that the City Commission tabled this ordinance on October 13 in order to request from the Planning & Zoning (P&Z) Board a recommendation whether conditional uses should be approved by ordinance which would require two readings/two public hearings. The P&Z Board discussed this at their October 28 meeting and unanimously recommended to keep the process the same as it currently exists. Mr. Briggs answered questions.

Commissioner McMacken explained that it was his understanding that the P&Z Board was going to provide a recommendation based on their discussion at the last meeting that two readings would be needed for only these two specific areas: construction of three stories or more on Park Avenue and construction within the stream floodways and floodplains of the City. He recommended that the ordinance be modified to reflect these two areas and asked for support.

**Motion amended by Mayor Bradley that votes for these two specific things (construction of three stories or more on Park Avenue and construction within the stream floodways and floodplains of the City) would require two readings; seconded by Commissioner McMacken.**

Commissioner Cooper shared her opposition. **Motion amended by Commissioner Cooper that we remove the three stories on Park Avenue verbiage from this ordinance. Motion failed for lack of a second.**

Sally Flynn, 1400 Highland Road, disagreed with not approving the amendment to remove three stories on Park Avenue.

Pete Weldon, 700 Via Lombardy, offered his support to allow for two readings.

Linda Eriksson, 535 N. Interlachen, disagreed with removing the requirement for a supermajority vote for three stories on Park Avenue.

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

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

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

Pete Weldon, 700 Via Lombardy, spoke about the need to watch the tax dollars spent on the visioning process. He offered the following topic of discussion for the next meeting: for the City to initiate and conduct public educational sessions on the comprehensive plan and land development code, etc.

**City Commission Reports:**

a. Commissioner Leary

Commissioner Leary said he was honored to speak at the rededication ceremony for the gazebo named after Pat King.

b. Commissioner Sprinkel

Commissioner Sprinkel said she was honored to assist several students into the honor society at Maitland Middle School and participated in the Teach-In last week. She expressed her excitement to participate in the walk through Bethlehem at her church next week.

c. Commissioner Cooper

Commissioner Cooper announced she was honored to attend the League of Cities gala this past week where awards were given out to Mayor John Land, Mayor Theresa Jacobs and Mayor Gary Brewer. She thanked our Fire Department personnel for providing CPR classes at a local neighborhood watch meeting in her community.

d. Commissioner McMacken

Commissioner McMacken spoke about the Sustainability Action report and the need for further information. City Manager Knight instructed the Commission to send their questions to him and he will distribute the answers to all.

e. Mayor Bradley

**Motion made by Mayor Bradley to reconsider the votes taken that were the DRC recommendations regarding Ravaudage on items '12.e' and '12.f' and the setback issues; seconded by Commissioner Sprinkel.** This item was scheduled for the next Commission meeting. No public comments were made. **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.**

Upon request, City Manager Knight provided a brief update concerning the numerous comments received regarding the recent car show (Concours d'Elegance) and the proposed planning actions for next year's event.

Mayor Bradley wished everyone a Happy Thanksgiving.

The meeting adjourned at 5:26 p.m.

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

ATTEST:

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



# city commission agenda item

Item type	Consent Agenda	meeting date	December 8, 2014		
prepared by	Peter Moore	approved by	<input checked="" type="checkbox"/>	City Manager	
department	Administrative Services		<input type="checkbox"/>	City Attorney	
division	Budget/Performance Measurement		<input type="checkbox"/>	N/A	
board approval		<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N/A	final vote
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

FY 2015 Budget Amendment for Tree Inventory Forestry grant.

## motion | recommendation

Approve the budget amendment at presented.

## background

The City Commission is required by Statute to approve any budget amendments that alter the total amount budgeted in any fund or when funds are transferred between different fund types. The Forestry Division received a \$20k grant to continue the tree inventory work that began with an initial \$15k grant received last year. This ammendment will attribute the grant funds to the contractual services account in Forestry and raise the overall budget received for grants.

This amendment if approved by the Commission will become part of the formal FY15 year-end close out process that will adopt all FY15 ammendments by formal ordinance. A list of already approved amendments and the forestry item are included with this title sheet.

## alternatives | other considerations

N/A not including budget amendments for grants received would reflect inaccurate project budget balances in the accounting system.

## fiscal impact

This will raise the overall budget by \$20k and be offset by an increase in revenues received through grants.

### Budget Adjustments Requiring Commission Approval

[illegible]



# city commission agenda item

item type	Consent Agenda	meeting date	December 8, 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.	Wheeled Coach Industries	2014 Ford F-450 Firemedic 1170F Custom Ambulance	Total expenditure included in approved FY15 budget. Amount: Not to exceed \$230,000	Commission approve purchase of 2014 Ford F-450 Firemedic 1170F Custom Ambulance from Wheeled Coach Industries.
This purchase will be made utilizing Florida Sheriffs Association contract Number 11-10-1202.				
2.	Orlando Freightliner Inc.	PR156643 for 2016 Freightliner M2106 Large Dump Truck	Total expenditure included in approved FY15 vehicle replacement budget. Amount: \$105,860	Commission approve PR156643 to Orlando Freightliner Inc. for a Freightliner M2106 Large Dump Truck.
This purchase will be made utilized Florida Sheriffs Association Contract Number 14-12-0904 Specification #09.				
3.	Davey Tree Expert Company	Blanket Purchase Order for Tree Trimming and Removal Services – ITN-6-2013	Total expenditure included in approved FY15 budget. Amount: \$800,000	Commission approve Blanket Purchase Order to Davey Tree Expert for Tree Trimming and Removal Services.
This Blanket Purchase Order will expire September 30, 2015.				
4.	City of Altamonte Springs	Blanket Purchase Order for FY15 Wholesale Sewer Treatment	Total expenditure included in approved FY15 budget. Amount: \$126,500.00	Commission approve Blanket Purchase Order to City of Altamonte Springs for FY15 Wholesale Sewer Treatment.
This Blanket Purchase Order will expire September 30, 2015.				
5.	USA Services of Florida, Inc.	Blanket Purchase Order for Mechanical Sweeping Services	Total expenditure included in approved FY15 budget. Amount: \$205,247.64	Commission approve Blanket Purchase Order to USA Services of Florida, Inc.
This purchase will be made using piggyback contract with City of Daytona Beach Resolution No. 13-159. This Blanket Purchase Order will expire September 30, 2015.				



## Piggyback contracts

	vendor	item   background	fiscal impact	motion   recommendation
6.	Orlando Paving Co., A Division of Hubbard Construction Company	Piggyback Contract for Furnish Asphalt Products	Total expenditure included in approved FY15 budget. Amount: \$250,000	Commission approve piggybacking Orange County Contract Number Y14-1070-LC with Hubbard Construction Company and authorize the Mayor to execute the Piggyback contract and all subsequent purchase orders.
Orange County utilized a competitive bidding process to award this contract.				

## Formal Solicitation

	vendor	item   background	fiscal impact	motion   recommendation
7.	Wesco Distribution	RFQ-7-2015 - Purchase of Pad Mounted Switch Fault Interrupter	Total expenditure included in approved FY15 budget. Amount: \$134,430.50	Commission approve purchase of Pad Mounted Switch Fault Interrupters from Wesco Distribution.
The City issues a request for quote was issued October 29, 2014. Wesco Distribution was the lowest responsive and responsible bid.				



# city commission agenda item

item type	Action Item Requiring Discussion	meeting date	December 8, 2014
prepared by department division	City Manager	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		
strategic objective	<input checked="" type="checkbox"/> Exceptional Quality of Life <input type="checkbox"/> Intelligent Growth & Development <input checked="" type="checkbox"/> Investment in Public Assets & Infrastructure <input type="checkbox"/> Fiscal Stewardship <input type="checkbox"/> Public Health & Safety		

## subject

Discussion of potential new Library facility.

## motion | recommendation

Decision Points:

Move forward pursuing a new Library facility, yes or no?

Select site(s) preference?

Financing plan – voter referendum on bonds or pay with cash on hand, capital campaign and sale of other assets?

If yes to first decision point above authorize staff to engage architect to conduct preliminary space, program and design for the site/sites selected and formalize cost estimates.

Sunset or continue the Task Force.

## background

On December 2, 2014 the Library Facility Task Force presented its final report to the City Commission. The report follows this title sheet.

At the work session, while not unanimous, there appeared to be Commission consensus to move forward with a new Library and to go to a voter referendum to

approve financing for at least of portion of the cost. There was not clear consensus on a preferred site.

The Task Force determined that all of the following sites could meet the needs for a future Library facility and that each site offered its own advantages and disadvantages. The existing site, the post office site, site adjacent to City Hall, the Murrah Civic Center site, and the Progress Point site. The Task Force preferred the Post Office site and recommended it was worth spending the next six months trying to make significant progress towards its acquisition. If significant progress could not be made, it recommended moving to the City Hall site.

The Task Force is scheduled to sunset at the end of the year. If the Commission wishes for it to continue for some purpose it would need to take action to extend it.

### **alternatives | other considerations**

The alternatives are spelled out in the attached report.

### **fiscal impact**

The fiscal impacts are spelled out in the attached report and depend on the site selected and the financing method selected.

# Report of the City of Winter Park Library Facility Task Force

## Members:

Sam Stark, Chair  
Gary Barker  
Daniel Butts  
Bruce Douglas  
Jeffry Jontz  
Nancy Miles  
Joel Roberts  
Jan Walker  
Chip Weston

Shawn Shaffer, Winter Park Public Library Executive Director  
Randy Knight, City Manager



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## Executive Summary

### Determination of Need

The nine members of the Library Facility Task Force unanimously concluded that **the current building housing the Winter Park Public Library is not adequate and a new facility is necessary to provide the community with the Library materials, services and programs it needs now and in the future.**

### Recommendation for Location

The Task Force determined that the US Post Office property at 300 North New York Avenue is the location best suited to meet the needs of city residents. The second choice is the site adjacent to City Hall.

### Projections of Costs

Cost will vary depending on the scope of the project and site. Estimates range from \$14 million to \$25 million.

### Recommendation for Funding Strategy

The Task Force recommends a combination of funding strategies that includes a bond referendum, grants from state and local funders, and possibly the sale of the current library building and property. The Task Force is also recommending to the Winter Park Pubic Library Board of Trustees that it contribute toward sustainable support for the operation of the Library by increasing its endowments by 40 percent.

### Recommendations and Requested Action Items

After four months of considered review and analysis, the Library Facility Task Force Committee members are unanimous in their presentation of the following recommendations:

1. That the City of Winter Park approve the financing and construction of a new library facility.
2. That the City of Winter Park obtain a written agreement for the acquisition of the Post Office site as the first choice site for the new library within six months or by June 2015.
3. If the Post Office site cannot be acquired in six months or by June 2015, that the City of Winter Park select the City Hall block as the first choice site for a new library.
4. That, once a site is selected, the City of Winter Park approve a bond referendum to finance the library of Winter Park's future.

## Introduction

The Winter Park Public Library was founded 129 years ago by women with last names many modern-day Winter Parkers would recognize: Lamson, Cady, Hooker, McClure, Guild, Ladd, Clark, Cook and Brown. It was an effort for the community by the community and reflected the desire to support learning and knowledge, a hallmark of Winter Park from its inception that endures today.

This year marks the 100<sup>th</sup> anniversary of the partnership between the Winter Park Library Association, which began in 1914 when the City agreed to provide free electricity to the Library's one-room building. It has been a long and fruitful partnership, providing residents with the library materials, programs and services they need to be informed, educated and entertained. It is fitting that as this partnership reaches the centennial mark, the City Commission established the Library Facility Task Force to examine how the Library will continue to play its vital roles as information hub and knowledge base today and for generations to come.

When the Library Facility Task Force was appointed by the City Commission in June 2014, **it was charged with making recommendations to the Commission regarding need, location, costs and funding strategies for a new or remodeled library facility.** Meetings began in July 2014. The Task Force's nine members have listened to experts, reviewed library industry trends, examined site plans, visited other libraries, and, most importantly, listened to its community.

## Beginning the Process

The members of the Task Force decided on a thorough, thoughtful and complete process including the following components: background and education; community forum on the need, function, and desired characteristics; determination of need; site examinations; public forum on preferred characteristics of sites; construction cost analysis; operational cost analysis; development of funding strategies; official recommendations; determination of next steps.

The Task Force met every other week in August 2014 and then weekly September through November 2014. A list of all Action Items voted on by the Task Force can be found in **Appendix A** and full minutes of all meetings are in **Appendix B**. All meetings were open to the public and were often attended by community members as interested parties or to provide information relevant to the Task Force's work. All public input was seriously considered.

## Research and Education

In their research and investigative efforts, the Task Force engaged in the following:

- As a means of getting a full understanding of current and future libraries, the Task Force reviewed the assessment of the current library facility and upcoming library trends presented by Clyde Scoles, Executive Director at Toledo-Lucas County Public Library and nationally known expert in library advocacy and construction. The full "Library of the Future" presentation by Scoles can be found in **Appendix C**.
- The Task Force read a full report [see **Appendix D** for full report] and received an in-person briefing from architect and planner Jeremy Bartolovitch, of the Douglas Company, regarding the cost and logistics of renovating and rebuilding the current building.
- Took personal tours of the current facility.
- Explored other libraries, including an in-depth tour of the Orange County Library System's Melrose Center technology hub and a visit to the newest construction project of the Sarasota County Library.

## Public Forum #1

On September 17, the Task Force held a public forum asking attendees for input as to what they believe a library serving Winter Park in the future should do and be. The forum was facilitated by Marilyn Crotty of UCF's Florida Institute of Government. A full report from the forum can be found in **Appendix E**. Of the eight break-out groups that reported, there was clear consensus that a library facility serving Winter Park in the future must:

1. Be a source of education and information for people of all ages.
2. Be a flexible space that can change with technology and community needs.
3. Have access to technology and be capable of adapting to new technologies.
4. Be configured for partnerships, collaboration and creativity.



## A Vision Emerges

Through the Task Force's research, feedback from the community, and interaction with Task Force expertise, a true vision emerged for the new and crucial roles the Winter Park Public Library could play in the community. [See **Appendix F** for the full text of "The Future and the Library" by Chip Weston"].

The Library is in a unique position to aid its citizens as they navigate the unprecedented challenges and opportunities presented by technology and sociological change.

Technologies that have emerged over the last two decades have produced profound, permanent effects on lifestyles, the economy and the community now and for the future. We know these effects include drastic shifts in business models for numerous industries, and job growth will be in new fields for which our work force will need to be prepared.

The Library can play a major role in helping many of our citizens in this preparation -- small and medium businesses; independent and flex workers; and older workers who cannot afford to retire. Possibilities include: assistance with job and skill retraining; online certifications; providing short-term, high-tech, and global multi-channel communication interfaces; and shared office space with secure cloud storage.

A new, future-oriented library could provide access to leading technologies and devices not available to the average Winter Park citizen or business. It could become a global communications center with a digital theater integrating high-resolution video and audio in an acoustically balanced room. These could provide citizens access to continual educational and entertainment opportunities while connecting the community with the best educators, trainers and mentors no matter where they are on the planet. For many of our citizens and businesses, the Library may be the only affordable source for this type of information and education.

## New Opportunities to Serve Community

By combining roles the WPPL has always played with a new vision of libraries as places for content creation as well as consumption, the possibilities for what a new library could be for Winter Park become thrilling.

**Makerspaces:** The WPPL can foster community-sourced, multi-format and multi-channel content creation and distribution and provide access to systems that are either too expensive or complex for most people to afford on their own.

**Lifelong Education:** One of the areas predicted to change over the next five years is education. Virtualization and augmented reality along with personalized and highly flexible teaching systems are beginning to compete successfully with existing educational systems that can be too expensive and too slow to keep up with changes. A library built and wired with the future in mind could give our citizens a lifeline to ongoing education, entertainment and community interaction.

**Virtual Online Library:** Internet connectivity and patron portals can provide secure and private interfaces to efficient educational offerings for all ages in their own homes. Our virtual library can enhance civic engagement, community interactivity, robust digital delivery of library services for all ages, support for volunteerism, and support for mentor networks.

**The Internet of Things:** As homes, offices, cars and bodies become interconnected in real-time, there may be no better source for educating our citizens on how to set up these systems and best uses than the Library. The Library could become the first stop for updating and optimizing our devices, setting up our personal digital agents and protecting our privacy from the ubiquitous peering eyes and ears of the Internet.

A new Winter Park Public Library will be in a position to guide our community through the astounding changes that are yet to come as artificial intelligence and the confluence of maturing technologies and social applications bring more challenges to daily life. A new Library has both the opportunity and the obligation to become the forum for helping citizens and community deal with the opportunities and challenges of the next decades.

## Determining Need

After months of research and discussion, the Task Force unanimously decided that **the current building that houses the library is not adequate and a new facility is necessary to provide the community with the Library materials, services and programs it needs now and in the future.**

This was not a conclusion the Task Force came to lightly, and the same factors that led to this decision were critical in recommending the nature and location of a new facility. Those factors include: capacity, accessibility, flexibility and technology.

### Capacity

- The Library staff and Trustees are frequently asked: “Why do we need a library with space for books when everything is moving to the Internet.” This is an understandable question, but it is one based on a false assumption. In reality, only about 12 percent of all books published have been digitized. With a million new books being published each year, completing the digitization of even a majority of published human knowledge will take decades. People will continue to depend on the printed word for generations.
- Studies show us that people *prefer* print materials....and not just older people. Recent studies report that between 60 and 75 percent young people aged 16-24 want print books over eBooks, and many child development experts strongly recommend that print books be used to teach early literacy skills. The printed book is **not** going away any time soon and Winter Pak’s library will need to provide them.
- The Library is out of space for materials and has been forced to aggressively “weed” its collection (strategically remove titles) to make room for new titles. In 2012, space constraints lead to the weeding of 40 percent of the adult fiction collection. Some lesser-read classics were lost to the process and many well-read classics were reduced to a single copy. Many titles were removed that would not have been weeded had space constraints not be the driving factor. This kind of weeding degrades the integrity of the collection and hampers the Library’s ability to appropriately provide for patrons.
- Nowhere is the space issue more critical than in the Youth Services Department. Approximately 50 percent of the Library’s total circulation and program attendance comes from the Youth Services Department but it occupies only 20 percent of the building. Much like the adult fiction collection, the Youth Services collections have been victim to overly aggressive weeding necessitated by lack of shelf space. In some sections of Youth Services, librarians order fewer new materials than they should because the facility cannot house them or for every title added one must be removed to make room for it.
- The Library’s capacity issues are not limited to materials space. Meeting space is at a premium and staff often compete with each other for space to provide programming for children and adults. Cooperative programming is pursued and other community space is used when possible and appropriate, but it’s not enough.
- On a daily basis, the Library is asked by residents for use of quiet areas for people to read in peace, for groups to study and collaborate, and for tutors to meet with students one-on-one or in small groups. Unfortunately, any quiet study spaces the WPPL once had to offer have long since been converted to computer labs and offices.
- The lack of space doesn’t just impact staff and programming. The lack of meeting space also impacts public groups and businesses looking for places to hold meetings and gatherings. The Library was once a popular place for business groups, professional organizations and clubs to meet, but space constraints no longer allows it to serve this function most of the time.

- The Library is the proud home of the Winter Park Sidewalk Art Festival Best of Show Collection, a true jewel of the community. The current building is almost out of room to house future winners and some of the pieces currently housed in the collection are not properly lit or are in awkward locations. A new facility could incorporate art display space that showcases the collection and maximizes its accessibility to patrons and community visitors.
- Last but not least, the Library is at capacity in its parking lot. The 69 spots simply cannot accommodate the 400-600 people who come to the Library each day – and that is with the staff parking offsite at The Alford Inn.

### Accessibility

- The current Library facility limits accessibility to its collections and services in several ways. The shelving is far too high for people of all ages. Children cannot fully explore the shelves in the Youth Services areas without the assistance of an adult...and there is not enough space in the current facility to spread the collection onto lower shelving. In most places, books are stacked too high and too low for older adults and people with disabilities.
- The stack widths are narrow and would not meet current ADA standards.
- The Library's only elevator is not large enough to transport a gurney set up with a patient on it. Previous emergencies have resulted in Winter Park Fire-Rescue personnel carrying a patient down the stairs in a life-or-death situation.

### Flexibility

- The Task Force heard a thorough examination of the current facility from The Douglas Company, which reported that the current Library building is a collection of fixed walls and odd-shaped rooms, some of which cannot be remedied even if the building was taken down to the studs and block.
- Many of the rooms in the Library were designed with a fixed purpose in mind and cannot be easily converted to other purposes.
- The Library facility is designed almost exclusively for content consumption – but the role of libraries is changing to take on the role of enabling content creation as well. Libraries all over the country have become homes to makerspaces that provide access to the software and equipment people need to create software, apps, video, music, inventions and crafts. The current building doesn't allow for these capabilities. Despite having received grant money to get started on a very modest makerspace project, the Library hasn't yet been able to begin the project because the rooms available aren't flexible in purpose.

### Technology

- Despite a recent doubling of the bandwidth provided to the community, the Library is still falling short of what many of its patrons need. The cable currently supplying broadband Internet in the building cannot handle any higher speeds than what is currently offered and because of the configuration and construction of the walls, new cable or fiber is not a viable possibility with the current structure. The result is that the Library is unable to keep up with current technology and cannot be equipped for the next generation of technology to come.
- The current facility simply cannot meet the electrical power needs of today's technology. There are areas of the building where staff have to be careful not to blow circuits when plugging in anything for a

program. Patrons are often seen running power cord for laptops and mobile devices across walkways and traffic paths because there is a lack of outlets.

- New systems are available that can fully automate the process of checking in and sorting returned materials, reducing the need for staff in that area. The current facility lacks space for installing the system.
- The Library is well aware of the currently available technologies it cannot provide to the community. But what concerns staff and the Task Force most are the technologies certain to be around the corner that the Library doesn't have the infrastructure to support.

Listening to citizen feedback and analyzing the factors described above led to the Task Force's unanimous determination that **the current building housing the library is insufficient to meet the current and future library needs of the community.**

## Examination of Potential Sites

After definitively deciding to recommend a new facility as opposed to a more modest renovation on the insufficient current facility, the Task Force proceeded to the next facet of its charge from the Commission, which was to evaluate sites.

### Sites Considered

In determining which sites to investigate as a potential library locations, the Task Force chose to primarily explore sites already owned by the City of Winter Park in an attempt to avoid additional land costs and to guarantee availability. In order to be a viable option, the site had to be capable of accommodating a 60,000 square foot building and 160 parking spaces. Given the time allotted to the Task Force, only realistically viable properties were evaluated.

The Task Force evaluated four sites owned by the City:

- Current Library Location: Renovate and expand - 460 E. New England Ave.
- Current Library Location: Demolish/scrape the site and construct a new building
- Adjacent to City Hall property at 401 S. Park Ave.
- Rachel D. Murrah Civic Center site at 1050 W. Morse Blvd.
- Progress Point site on Orange Avenue

The Task Force evaluated one site the City has strategic, long-term plans to acquire and is already in negotiations for purchase:

- Winter Park Post Office site at 300 N. New York Ave.

Rough building footprint concepts can be viewed in **Appendix G**

The Task Force made inquiries into two additional sites suggested by community members:

- the site of the Christian Science Church at 650 N. New York Ave.
- the vacant property at the corner of New England and Virginia Avenues

Task Force investigation revealed that the Christian Science Church is not for sale and the vacant site at Virginia and New England consists of multiple lots owned by a total of five separate entities and would be too difficult to purchase for consolidation.

The table on the next page shows characteristics of the five sites under consideration. The data was provided by ACi.

Key: Y – Yes N – No O - Optional	Expand Existing Building	Scrape & Build New at Existing Site	Adjacent to City Hall Site	Civic Center Site	Post Office Site	Progress Energy Site
<b>Physical Site Fundamentals:</b>						
Provides flexibility to meet future needs	N	Y	Y	Y	Y	Y
Requires parking structure	Y	Y	Y	N	N	N
Provides opportunity to meet other parking needs with a structure	N	N	Y	Y	Y	Y
Requires demolition	N	Y	O	Y	Y	Y
Requires temporary relocation	N	Y	N	N	N	N
Requires land acquisition	N	N	N	N	Y	N
In downtown core	Y	Y	Y	N	Y	N

### Evaluation Criteria

The Task Force used the following criteria to evaluate the sites:

- *Expanded Services* – Includes opportunities to expand beyond traditional library services and serve new needs and populations
- *Economic Development/Cultural Development* – Considers opportunities at each site for the library to bring economic or cultural development to the surrounding properties
- *Cost/Financing* – Includes costs of acquiring site; costs of building construction; costs associated with parking; costs related to relocation; costs related to operations once open
- *Density/Intensity* – Considers how the presence of a new library building would affect density and intensity of use
- *Green Space* – Includes opportunities to add to the City’s valued green and park space via “parklets”
- *Sense of Place* (historical/iconic value) – Considers the potential for the site to evoke attachment and perceptions of belonging and inclusion in the community
- *Accessibility/Walkability* – Includes proximity to city core; traffic patterns and road access; parking; walking access from residential areas
- *Adjacencies* – Includes consideration of what business and services are in proximity to site as well as possible synergies with existing neighbors
- *Partnerships* – Considers how the site lends itself to logical partnerships with governmental or community resources

- *Timing* – Includes the amount of time required to acquire property and to begin construction
- *Architecture* – Considers opportunities to create an iconic building that fits within the unique and cultivated character of Winter Park

Early in the site examination process, the Task Force determined that the Progress Point site would not score well enough on the above criteria and it was removed from consideration.

## Public Forum #2

On October 30, the Task Force hosted two separate public forums, again facilitated by Marilyn Crotty of UCF's Florida Institute of Government. The first forum was held from 8 – 9:30 a.m. at the Winter Park Welcome Center and the second was from 6 – 8:30 p.m. at the Rachel D. Murrah Civic Center. These forums were an opportunity for the public to discuss characteristics they were looking for in a potential site for a library and to evaluate the five site options considered viable possibilities by the Task Force.

The following is a summary of public feedback for each location. The full report from the October 30 forums prepared by Crotty can be view in **Appendix H**.

<b>Site Option: Renovation and Expansion of Current Building</b>	
<u>Opportunities</u>	<u>Challenges</u>
Central location	Financial model not favorable due to lack of land sale
City maintains ownership of land asset	Move out, temporary relocation causes biggest challenges
Community familiarity	Limited architectural statement opportunity

<b>Site Option: Scrape Current Site and Build Entirely New Facility</b>	
<u>Opportunities</u>	<u>Challenges</u>
Central location with community familiarity	Financial model not favorable due to lack of land sale
City maintains ownership of land asset	Logistic and cost difficulties posed by temporary relocation
Opportunity to make an architectural statement on Aloma as entrance to downtown	Requires a parking structure

<b>Site Option: City Hall Site</b>	
<u>Opportunities</u>	<u>Challenges</u>
Location allows users to better explore and take advantage of Park Avenue	Must solve property issues in the south/west corner of the block
Affords additional parking for Library and all of Winter Park	Possibility of having too much library parking appropriated by non-library users
Creates a unique “civic core” with City Hall and Welcome Center	Clutters an already confusing intersection



<b>Site Option: Rachel D. Murrah Civic Center</b>	
<u>Opportunities</u>	<u>Challenges</u>
Most potential for new services and partnerships	Too far from core of city
Opportunity to upgrade Civic Center	Adds to congestion of a growing area and redeveloped Mt. Vernon Inn
Best site to engage and connect with residents west of New York Ave.	No walkability factor

<b>Site Option: Post Office Site</b>	
<u>Opportunities</u>	<u>Challenges</u>
Best use to replace Post Office	Logistics to acquire site
Unique opportunity for architectural statement	Uncertain timing
Location best fits West Side and core	Concern that it will be too large for the park

### **Task Force Ranking**

Using the Task Force's research, public input from at the forums and other community input, Task Force members ranked all five sites in the 11 criteria categories described above. All criteria were considered equally. Scores were combined and a final ranking for the five sites were determined. The final Task Force ranking was as follows:

1. Winter Post Office site
2. Adjacent to City Hall site
3. Rachel D. Murrah Civic Center
4. Current site with new building
5. Expansion/refurbishment of building on current site

## Examination of Costs

### Operational Costs

In the library's overall budget there are a number areas potentially impacted by a larger building providing expanded services.

#### Personnel

Staffing is the largest part of the Library's operational costs. Changes in personnel cost will depend on the specific services offered in the new facility.

A new library facility would enable us to take advantage of new automated sorting and material handling systems. Leveraging Radio Frequency Identification (RFID) technology the Library already owns, it could continue implementing innovations in the current circulation system that will allow operation with fewer paraprofessional staff, reducing costs in this area.

For public services, the Library could move to an Apple Store-style model of staffing in which paraprofessional staff engage patrons and determine when they need professional (i.e. Genius bar) assistance. This allows all staff to focus on individual service and improving the overall patron experience and visits more productive.

New and specialized services would create the need for additional professional/technical staff with specific expertise. Example of these needs might include certified teachers working with students and online education; video or audio engineers; or technological experts to assist with equipment usage. The specific positions would depend on the new service offered in the new facility. Some additional staff could be part time or hired on a contract basis. Other staffing needs could be met with outside vendors' support staff or trained volunteers who work in exchange for use of the makerspace labs and equipment. In addition, some of these areas could generate their own revenue with usage fees.

*Estimated additional staffing costs: \$150,000 annually*

#### Utilities

Currently, utilities are budgeted at \$55,000 per year. A new, sustainable building should keep utility costs close to that level, even though the size of the building will almost double. Savings can be found in reduced water use, more efficient lighting, and better use of natural light.

With a new building, there are opportunities to look at alternative energy solutions. These may cost more at the outset, but because we anticipate this building will have a long life, we would see a return on that investment.

The Green Building Council reports that new construction that is LEED certified saves between 33 – 47 percent in utility costs. The Marcellus Library in upstate New York reported their new "super-efficient" facility operates 59 percent more efficiently than a typical building.

*Estimated additional utility costs: \$0 annually*

#### Building Operations

This category includes non-utility, building-related expenses including door maintenance, security, fire, alarm, elevator maintenance, repairs and janitorial services. At this time, minimal resources are put towards these items. A new facility would require state-of-the-art equipment to protect the investment in the building. While many costs will be higher than what is currently spent on these items, some costs will be lower in a new building because it is easier to support and maintain new equipment.

It is expected that in a larger facility, janitorial costs would increase. HVAC, security, emergency, maintenance systems will all have ongoing maintenance costs but will make the building and the services we offer more efficient and effective. Some of these costs include ongoing software

maintenance costs for building management systems. This is an area we could “beta” test software systems for vendors to mitigate some of those costs.

It is anticipated that the new building will be owned by the City just as the current building is. The City departments responsible for the maintenance and on the building may realize some savings from a new facility with infrastructure that requires less repair.

*Estimated addition ongoing building operational costs: \$70,000 annually*

#### **Total Annual Operations Increases**

Staffing	Building Operation	TOTAL
\$150,000	\$70,000	\$220,000

This is a 7.5 percent increase over our current \$2,944,372 2015 budget.

#### **Possible Revenue Sources**

A new facility has the potential to open opportunities for increased revenues or opportunities to offset costs. Possibilities include:

- Winter Park Library Association endowment fundraising of \$2,000,000. At the current withdrawal policy rate of 4.75 percent, this would result in increased operating funds of \$80,000 a 40 percent increase annually
- Additional staffing could be a combination of trained volunteers, limited contract staff or onsite staff provided by a vendor
- Partnerships with local educational institutions
- Equipment/space usage fees
- Additional meeting room space rental fees
- Global business center rental fees
- New systems could be a “showcase” for vendors wanting to show real world use of their products to potential customers
- Revenue sharing with retail, café/restaurants

#### **Cost Analysis of Possible Sites**

The following chart shows a costs analysis of the top four sites reviewed by the Task Force. Also shown are the projected total annual costs per household for each option should voters approve a referendum. Cost analysis for all sites considered can be found on in **Appendix J**.

## Cost Analysis - Comparison of Possible Sites

	Post Office *	Adjacent to City Hall	Civic Center
Building	\$ 16,418,535	\$ 16,811,274	\$ 16,718,652
Earthwork, Utilities, Landscape, Hardscape	\$ 762,930	\$ 596,136	\$ 854,740
Furnishings/Fixtures/Equipment	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000
Parking	\$ 642,558	\$ 6,419,205	\$ 811,860
Demolition	\$ 320,891	\$ 62,991	\$ 136,999
Temporary Relocation	\$ -	\$ -	\$ -
Professional Architectural/Engineering Fees	\$ 1,375,475	\$ 1,746,398	\$ 1,400,443
Other Soft Costs ( <i>geotechnical, environmental, civil, landscape-AVIT, testing, legal</i> )	\$ 762,446	\$ 990,706	\$ 777,811
Contingency - Program Adjustments	\$ 607,347	\$ 779,688	\$ 618,668
Contingency - Market Conditions Through 2015	\$ 607,347	\$ 779,688	\$ 618,668
<b>Costs</b>	<b>\$ 23,597,529</b>	<b>\$ 30,286,086</b>	<b>\$ 24,037,841 ****</b>
Library Grants			
Sale of Current Library	\$ (500,000)	\$ (500,000)	\$ (500,000)
Interest Cost (bond financing 2% of cost)	\$ (6,800,000)	\$ (6,800,000)	\$ (6,800,000)
	\$ 325,951	\$ 459,722	\$ 334,757
<b>Net Cost</b>	<b>\$ 16,623,480</b>	<b>\$ 23,445,808</b>	<b>\$ 17,072,598 ****</b>
Approximate millage needed to service debt	0.2890	0.4076	0.2968
Millage rolling off	0.0965	0.0965	0.0965
Net new millage	0.1925	0.3111	0.2003
<b>Annual new cost per \$100k taxable value</b>	<b>\$ 19.25</b>	<b>\$ 31.11</b>	<b>\$ 20.03</b>

For costs analysis of all sites examined by the Task Force, see Appendix J.

### Assumptions:

1. Parking structure costs include enhanced architectural facade
2. FF&E budget provided by Library Board FF&E consultant
3. LEED Certified Level

- \* City is currently in negotiations to acquire USPS site for
- \*\* Addition of parking structure adds \$3,083,201
- \*\*\* Eligible for CRA funding
- \*\*\*\* Does not include replacement cost of civic cent

## **Examination of Funding Strategies**

The success of the Winter Park Public Library for more than a century has been a direct result of public/private partnerships that enabled the Winter Park Public Library to remain independent and focused on the particular needs of our City's residents. As a nonprofit organization, WPPL has been able to leverage the significant support of the City of Winter Park over the years to attract corporate, foundation and individual contributions to meet the ever-increasing demand in services.

As in the past, funding for a new library facility would be secured from a variety of public and private sources.

### **Library Fundraising and Grants**

The Task Force will recommend that the Winter Park Library Association Board of Trustees will make targeted appeals to individuals, corporations, foundations and granting agencies for funds to operate the library of Winter Park's future. The State of Florida has budgeted monies for new library buildings. The Library will apply for funds in April 2015 for review by the legislature in 2016. The initial fundraising goal for operations is \$2,000,000.

### **Other Sources**

CRA funds could be secured for parking facilities in the civic core.

Partnerships with other civic, nonprofit and for-profit organizations could provide ongoing support in the form of rental income or grants.

### **Municipal Bonds**

In November 2015 the last tax assessment for the Golf Course Bonds will take place. The millage rate to service those bonds in Fiscal Year 2015 was 0.0965 mills. It is the Task Force's recommendation that a new bond referendum be conducted to approve bonds to pay a portion of constructing a new Library and that the first assessment to the taxpayers on those bonds not take place until November 2016. Depending on the site selected, it is estimated that the net new annual cost to the taxpayer would be less than \$25 per \$100,000 of taxable assessed value of their property.

The Task Force felt that the Commission should determine when to hold the referendum. It can be conducted in conjunction with the March general election or it can be done at a later date as a stand-alone ballot question. If the Commission chooses to hold the referendum in March timing requires that it adopt the first reading of the ordinance calling for the referendum at its December 8 meeting. A suggested draft of the ordinance is attached as **Appendix I**.

### **Sale of the Current Library Property**

If the new library facility is built at a different location, the current property could be sold by the City of Winter Park and the proceeds applied might be used toward the costs of a new building. The estimated proceeds from the sale of the land and building at 460 E. New England Avenue is approximately \$6.8 million.

## Partner Opportunities

Each of the sites presents new opportunities for partnerships with important civic and nonprofit institutions. At the preferred Winter Park Post Office site, the Library could house retail space for postal services and hold concerts and events in the park in conjunction with other arts and cultural organizations. The City Hall site would provide a natural gateway to the city core and create a unique civic presence with the Chamber's Welcome Center, the Library and city services together on one block. The current civic center site could unite meeting and event space with the Library and providing outdoor programming opportunities in the Martin Luther King, Jr. Park. The Library's ability to expand services will naturally invite and promote engagement with other organizations sharing similar or complimentary missions.

## **Recommendations and Requested Action Items**

After four months of considered review and analysis, the Library Facility Task Force Committee members are unanimous in their presentation of the following recommendations:

1. That the City of Winter Park approve the financing and construction of a new library facility.
2. That the City of Winter Park obtain a written agreement for the acquisition of the Winter Park Post Office site as the first choice site for the new library within six months or by June 2015.
3. If the Winter Park Post Office site cannot be acquired in six months or by June 2015, that the City of Winter Park select the City Hall block as the first choice site for a new library.
4. That, once a site is selected, the City of Winter Park approve a bond referendum to finance the library of Winter Park's future.

## **Appendix A:**

### **Task Force Significant Action Items**



## Appendix A - Summary of Task Force Actions

**July 23, 2014** – The Task Force unanimously elected Sam Stark as its chair.

**July 23, 2014** – The Task Force unanimously agreed to request an independent appraisal of the current Library facility by the City of Winter Park.

**September 24, 2014** – The Task Force unanimously concluded that the current building housing the Winter Park Public Library is not adequate and a new facility is necessary to provide the community with the Library materials, services and programs it needs now and in the future.

**September 24, 2014** – The Task Force unanimously agreed to eliminate the Progress Point site as a potential location for a new library.

**October 1, 2014** – The Task Force requested that signage presenting the top four potential sites; pros and cons of each; and approximate costs associated with each site be available to the public at the October 30 community forum.

**November 5** – The Task Force agreed on the following criteria for ranking potential sites: Expanded Services; Economic Development/Cultural Development; Cost/Financing; Density/Intensity; Green Space; Sense of Place (historical/iconic value); Accessibility/Walkability; Adjacencies; Partnerships; Timing; and Architecture.

**November 12** – The Task Force used 11 pre-determined criteria to rank all five site options and agreed on the following rank:

1. Post Office site
2. Adjacent to City Hall
3. Civic Center
4. Current site with a new building
5. Current location with remodeled and expanded building

**November 19, 2014** – The Task Force agreed to the following as requested action items for the City Commission.

1. That the City of Winter Park approve the financing and construction of a new library facility.
2. That the City of Winter Park obtain a written agreement for the acquisition of the Post Office site as the first choice site for the new library within six months or by June 2015.
3. If the Post Office site cannot be acquired in six months or by June 2015, that the City of Winter Park select the City Hall block as the first choice site for a new library.
4. That, once a site is selected, the City of Winter Park approve a bond referendum to finance the library of Winter Park's future.

## **Appendix B:**

### **Minutes of Task Force Meetings**

## **Library Facility Task Force**

July 23, 2014

3:00pm

Winter Park Public Library 2<sup>nd</sup> Floor Conference Room

The session was called to order by Winter Park Public Library Board President, Bruce Douglas at 3:12 in the Conference Room of the Winter Park Public Library, 460 East New England Avenue, Winter Park, Florida.

### Members Present:

Bruce Douglas  
Jeffry Jontz  
Jan Walker  
Nancy Miles  
Sam Stark  
Joel Roberts  
Chip Weston  
Shawn Shaffer, Library Executive Director, ex-officio member  
Randy Knight, City Manager, ex-officio member

### Present on the Phone:

Gary Barker

### Also Present:

Matt Freeman, *Orlando Sentinel* Reporter  
MaryGail Coffee, Library Community Relations  
Ann Marshall, Library Administrative Assistant

Introductions were made. Shawn Shaffer distributed notebooks to Task Force members, that included a hard-copy of a PowerPoint presentation she had made to the WP City Commission at the June 9<sup>th</sup> Work Session. The presentation covers: the vital role of public libraries including educational opportunities, creative spaces, history preservation, literacy training and technology use and education. Bruce Douglas led off the meeting by stating that Mayor Kenneth Bradley said we will need to come before the City Commission with three things: 1) Demonstrate the need for a new library. 2) Find possible locations. 3) Financial requirements and ways to meet those needs.

Randy Knight reviewed the Florida Sunshine Laws, and advised the group that all meetings must be posted no less than 48 hours in advance, and open to the public. He explained that any two people become a subcommittee and are held accountable under the Sunshine Law. This includes, but is not limited to, discussions in social media such as Facebook. Minutes must be taken at meetings, so that there is full transparency. The Winter Park Public Library Board meets on the 2<sup>nd</sup> Tuesday of each month, and a synopsis will be given to the Board, at the beginning of the meeting, that will be open to the public. It is acceptable to have conversations with non – Task Force members, i.e. City Commissioners that are not recorded publicly. The agenda and the Minutes of Task Force meetings will be posted on the webpage of the Winter Park Public Library and the City of Winter Park. Randy also pointed out that any votes must have a quorum present, not on the phone.

**Bruce Douglas opened the floor to take nominations for a Task Force Chair. Sam Stark was nominated and unanimously elected.**

After discussion it was decided that the Task Force would meet twice a month, on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesday from 8:30-10:00 am at the Winter Park Public Library. Because of time restraints set for the Task Force, they will re-convene next week, July 30th and then start the above schedule in the month of August.

Bruce Douglas gave some background on the work done previously by the *ad hoc* Board Committee regarding a new building. A consultant had been hired to help with education to our Board regarding new library construction and how to find acceptable locations and finance the construction. The consultant, Clyde Scoles, is the Director and Fiscal Officer from Toledo-Lucas Public Library in Ohio.

The ad hoc committee had also met with John Cunningham, of ACI Architects, who provided several library building designs on several City owned locations that are potential sites: City Hall, Civic Center, Progress Energy or Post Office Central Park. The Library is in a great location now and hopes to stay close to the core of Winter Park. The notebook has a map with the present location circled in red and showing the other locations.

Shawn Shaffer reviewed several sections in the notebook, including the statistics of how many patrons use our library daily.

Staying at the present location and remodeling the building were discussed. Dr. Douglas had brought in a building consultant who evaluated the property and gave his estimate for bringing the building up to meet our present needs. It would take an entire electrical re-wire, new plumbing, new windows and more. This is an option, and would cost over \$5 million, not including furnishings. Additional costs would involve renting a space and moving temporarily to another site during the construction, which could cost over a million dollars. The downside to remodeling here is that there would still be only 68 parking spaces. Presently the Alford Inn has given us 20 spaces on their lot that staff uses. They may be expanding in the future and their parking plans are not known now.

Appraisals have been done of this Library building to determine the value. The values varied.

**Motion made by Bruce Douglas for an independent appraisal of this building and property to be paid for by the City of Winter Park. Seconded by Jeffry Jontz. The motion carried unanimously.**

Financial discussion regarding the costs of a new building. There would be no site/land cost if City land is used. Shawn Shaffer expressed the opinion that cost of operations would stay even with a new building, it would take less personnel and hopefully be a “green” building, more energy efficient.

The City presently has a Bond on the Golf Course that will expire in 2016. An example was given that if the Library bonded \$10 million, half of that would take the place of the golf course bond (\$5 million). The additional \$5 million would increase the cost to the taxpayers in Winter Park by about \$45.00 per year on their tax base.

The next ballot for Winter Park residents will be in March 2015. The Commission would need to have it approved to go forward as a Bond Issue by December 2014 to be on that March ballot.

The next steps will be for all to review their notebook and the statistics therein. At the next meeting Committees will be put together to discuss partnerships, locations, potential buyers and what the Library of the Future might require.

A tour of the Library followed.

The meeting was adjourned at 5:10 pm

Ann Marshall  
Administrative Assistant  
Winter Park Public Library

## **Library Facility Task Force**

July 30, 2014 8:30 a.m.

Winter Park Public Library Community Room

### **Members Present:**

Bruce Douglas, Jeffry Jontz, Jan Walker, Nancy Miles, Sam Stark, Joel Roberts, Chip Weston, Daniel Butts, Gary Barker, Shawn Shaffer, Randy Knight

The meeting was called to order at 8:30 am by Task Force Committee Chairman, Sam Stark.

**A motion to approve the Minutes of the 7/23/14 meeting was made by Jan Walker, seconded by Randy Knight. The motion passed. Minutes approved.**

Sam started the agenda discussion off with a request for the task force to define their goal/mission.

Discussion ensued regarding what's best for the Winter Park city residents, organizations and business. WPPL's mission of being *a place where education, entertainment and enlightenment happen every day* and what it will take to meet those needs for the next 20 years. Our users were defined as residents and non-residents, including Rollins faculty and students. The demographic ranges from children to senior citizens, individuals and families.

A public relations campaign was suggested to help the residents get to know all that is available here at the Library. Shawn's mission this past year has been to get out into the community, and she is active in clubs and organizations, as is Phyllis Corkum, the Development Coordinator. Some of the Library services include: AARP offered tax preparation to residents from January until April, Adult Literacy training is available, Kindles loaned, bike rentals, keyboard and typing apps and tutors working with students. About 350 teens that have been involved in the Summer Reading programs.

The discussion turned to what the future needs of the community might be, what the future might require, and why we cannot meet those needs in our present location. The Library of the future will need to be flexible and have the ability to re-tool as its needs change. The Library will be a place where people, (tribes) connect generations. We will need to be a space that can grow and continue to evolve as life and technology does.

Parking is a big issue, and even if the library is re-plumbed and upgrades the electrical for today's technology, parking would still not be sufficient. A Library for the future needs to have flexibility, including walls that can be re-arranged and stacks that are moveable. Outside space is also very important and there needs to be green space that users can enjoy.

Subcommittees were discussed and several were proposed, including: Future needs, Site Selection, Funding and finance and PUP (Partners Use and Purpose). These will be discussed at the next meeting and Task Force members will be assigned to specific committees.

A symposium was suggested to help project the city's needs regarding the relevancy of how folks connect and learn, looking at cultural needs. A public forum, to bring in the public for their input, and to show that the Task Force is willing to listen, and wants feedback and ideas. The tentative date will be September 17 from 5:30 - 8 pm. Details to follow.

Sam discussed the need for a timeline. There will be two Task Force meetings in August.

The agenda for the next meeting will include site discussion, the public forum event and committees. Shawn will locate a place for the forum event and advise at the next meeting. It was also suggested that Library tours be offered, possibly by the WPPL Teen Board.

The meeting was adjourned at 10:10 a.m.

## **Library Task Force**

August 13, 2014 8:30 a.m.

Winter Park Public Library Community Room

### **Members Present:**

Bruce Douglas, Jeffry Jontz, Jan Walker, Nancy Miles, Sam Stark, Joel Roberts, Chip Weston, Daniel Butts, Gary Barker, Shawn Shaffer, Randy Knight

The meeting was called to order at 8:30 am.

### **A motion to approve the Minutes of the 7/30/14 meeting was unanimously approved.**

Jeremy Bartolovitch, from the Douglas Company gave a concept estimate to gut and re-build at the current location. The retro-fit would involve keeping the structure and the HVAC and some of the electrical. The cost would range between \$140.00 and \$243.00 per square foot, which would put the starting cost at \$5.1 million. The building would be more energy efficient and the walls would be flexible so that spaces could be re-designed as technology and growth change. Bartolovitch said he did not know if adding a fourth floor is a possibility.

This estimated cost does not include moving the library materials to an off-site location, renting space and providing utilities while there, and then moving back to this location. The time frame to retro-fit this building would be around eight months for construction.

The parking lot could also be re-configured to add an additional four parking spaces. Randy Knight said city code requires three spaces per 1,000 square feet, which would be between 110-120 spaces. Presently there are 68 spaces. We already provide fewer spaces than required by code, and the addition of a fourth floor would increase the number of needed spaces.

A presentation of potential sites was shown by John Cunningham of ACI, a Winter Park architectural firm contracted by the City that has done several site analysis of available city-owned land. The four potential sites examined were: City Hall, Progress Point, Civic Center and the Post Office. ACI showed preliminary footprints for building at each of those locations. The Task Force discussed the pros and cons of the sites. Options for a joint-use facility were discussed and included options for partnerships with retail, civic or cultural organizations, and/or shared space and parking facilities.

Sam Stark started the discussion to define the group's ultimate goal/mission: Create a multi-use, multi-purpose facility in Winter Park that meets the needs and brings together the citizens of Winter Park and others in the region. The new facility will be anchored by the Winter Park Public Library; the space will be flexible enough to provide access to the full range of lifelong informational and educational opportunities relevant today and accommodate what will become relevant in the future.

The group feels strongly about the Library being a facility that will accommodate change for whatever the future brings. A community forum is being planned to bring in citizen input for Imagining Our Future. The event will be held on September 17 from 6 - 8 p.m. at the Woman's Club of Winter Park, 419 S. Interlachen Ave. This will be an opportunity for residents to ask questions of the Task Force members and discuss the many options about how to meet the educational and informational needs of the future.

The meeting was adjourned at 10:10 a.m.

## **City of Winter Park Public Library Task Force**

August 27, 2014

Winter Park Public Library Community Room

**Members Present:** Jeffry Jontz, Jan Walker, Sam Stark, Joel Roberts, Chip Weston, Daniel Butts, Gary Barker, Shawn Shaffer, Randy Knight. Nancy Miles attended via conference call.

The meeting was called to order at 8:30 am

A motion to approve the minutes of the August 13, 2014 meeting was approved as amended.

The Mission statement was unanimously approved.

Randy Knight reported that he and Mayor Bradley had met with Congressman John Mica and the key representative of the U.S. Postal Service regarding a possible City purchase of the Post Office property. Knight said the Post Office is open to this prospect provided that a new site could be found for a distribution center that would consolidate three current centers. Knight said that the Post Office has never before considered moving the distribution center outside a one-mile radius of the current facility. One requirement of the Post Office is that a retail site remain within the city core. Congressman Mica indicated his strong support in helping to obtain this property for the City.

Shawn Shaffer and Knight talked with ACi about doing a site study for the present library location. The advantage is that many residents love our location.

Plans were made for the "Imagining Our Future" community forum on September 17, 2014 to be held at the Woman's Club of Winter Park from 6 - 8 p.m. This will be a positive opportunity for Winter Park residents to learn more about all of the ways the Library serves the community, as well as about national trends and what other cities are doing regarding library facilities. Discussions included hiring a moderator to facilitate, the type of forum style, room set up, speakers and presentations. The site renderings developed by ACi will be shown. Five questions were drafted for discussion, as well as to be printed on cards to be distributed that evening. Knight said that the City would split the cost of a facilitator with the Library. Promotions for the forum were discussed and the Library will send out an e-blast this week as well as a reminder next week after the Labor Day holiday. Shawn will be in touch with the Woman's Club to check on available equipment and doing a Live Tweet via Twitter during the event. The WPPL Teen Board will be in attendance to assist that evening.

Subcommittees will not be created at this time.

A timeline will be developed at the next meeting. A report to the City Commission will be required at the termination of this Task Force. Knight will bring information to the Task Force regarding the logistic and legal issues regarding bond issues, in case that becomes a recommended funding strategy.

Shaffer proposed that the Task Force visit the Melrose Center at the Orange County Library System's central branch. Members will meet there for a tour.

The meeting was adjourned at 10:02 am.



## **City of Winter Park Public Library Task Force**

September 10, 2014

Winter Park Public Library Community Room

**Members Present:** Jeffry Jontz, Jan Walker, Sam Stark, Chip Weston, Daniel Butts, Gary Barker, Shawn Shaffer, Randy Knight. Larry Adams and Julie von Weller from ACi also attended.

The meeting was called to order at 8:32 a.m. by Task Force Chair Sam Stark.

The minutes of the August 27, 2014 meeting were approved.

Larry Adams from ACi presented options for renovation and expansion using the existing structure at the Library's current site. The 460 East New England Avenue site has 1.7 acres of land and could accommodate several possibilities that would include a parking structure. The next step will be having ACi present possibilities for scraping the current Library site and building an entirely new structure.

Shawn Shaffer briefly discussed the logistics and expenses involved in moving the Library to a temporary location should it be necessary to allow the renovation/expansion on the current site. Preliminary estimates are that a space of at least 20,000 square feet would be necessary to house the collection and staff. Availability of a space this size could be a serious issue. Additional expenses would be incurred to transport the collection and make rental space functional for the collection.

The Task Force approved the selection of Marilyn Crotty of the Florida Institute of Government at the University of Central Florida to facilitate the "Imagining Our Future" community forum. Members reviewed the suggested community forum format provided by Crotty in her proposal. The group accepted the general format and made suggestions for how to present results and conclusions. The Task Force members will meet with Crotty at 5:00 p.m. on September 17 prior to the Forum.

A timeline for the Task Force activities was proposed. Members discussed the feasibility of gathering community input, preparing needs analysis, making a site recommendation and drafting a bond issue in time for the December deadline to have the bond referendum appear on the March 2015 ballot. The City Commission set December 31, 2014 as the sunset date for the Task Force, though an extension is possible. The members agreed to make a mid-October report to the Commission and to strive for a final report to the Commission December 8. To this end, the Task Force discussed meeting weekly through December.

The next Task Force will meet next at 9 a.m. on September 24 at the Orange County Library System's Central Branch. Members will meet on the second floor at the Melrose Center for a tour of the makerspace and the meeting will follow.

The meeting was adjourned at 9:55 am

**Library Facility Task Force**  
September 17, 2014 5:00 pm

Winter Park Public Library Meeting Room

**Members Present:**

Jeffrey Jontz, Jan Walker, Nancy Miles, Sam Stark, Chip Weston, Daniel Butts, Gary Barker, Shawn Shaffer, Randy Knight. Also attending Marilyn Crotty and Larry Adams, from ACi.

The meeting was called to order at 5:08 pm.

Sam Stark introduced Marilyn Crotty of the Florida Institute of Government at UCF who is the facilitator for the community forum that will be held in the Woman's Club of Winter Park this evening from 6 - 8 pm.

Ms. Crotty reviewed her role for the evening and instructed the Task Force how to draw maximum input from the small groups they would be leading. She had specific directions for them as to the role of the recorder and how brainstorming is best used in small groups.

The evening's timeline was reviewed:

- Teen Board members and staff will have people sign in and give them name tags.
- Sam Stark will welcome the attendees.
- Shawn Shaffer will be introduced and give a presentation.
- Marilyn Crotty will be introduced and she will give the group instructions about break-outs and the plan for the evening.
- Each small group will be led by a Task Force member, who will capture the essence of what is said on flipcharts.
- The top three recorded highlights from each small group will be summarized and presented to the whole group.
- Sam Stark will introduce Larry Adams from ACi, who will then give a short presentation.

Marilyn will collect the reports from the flip charts at the end of the evening and will compile the information into a report for the Task Force.

Mary Gail Coffee will be live tweeting via the Library's Twitter account ([@WPPLibrary](#)) using the hashtag #FutureWPPL, and she will be taking photos.

The meeting moved to the Woman's Club for the Forum.

Meeting was adjourned after the Forum at 9:00pm

## **Library Facility Task Force**

September 24, 2014

9 a.m.

Melrose Center Second Floor of Orange County Library System's Central Branch  
101 E. Central Blvd. Orlando, FL 32801

**Members Present:** Jeffry Jontz, Jan Walker, Sam Stark, Chip Weston, Gary Barker, Bruce Douglas, Nancy Miles, Joel Roberts, Shawn Shaffer, Randy Knight. Larry Adams and Julie von Weller from ACi also attended.

The meeting was called to order at 9:10 a.m. by Task Force Chair Sam Stark. **The minutes of the September 10, 2014 meeting were approved.**

The report on the community forum, prepared by Marilyn Crotty, was distributed and discussed. The consensus was that the forum was produced good information and there were a lot of positive comments given by the attendees. It was well run and the take-away was that the community believes a new Library will be a huge asset for the City of Winter Park and the future of the residents.

**A motion was made, and seconded that the Task Force believes that the City of Winter Park needs a new Library. This motion passed unanimously.**

The critical next steps were discussed, including a timeline for the Task Force meetings and the report to the City Commission.

Step two is location. Locations for the new Library were discussed. The sites that ACi have evaluated were discussed, including the pros and cons of each site. The committee consensus is that as sites are evaluated a few will be eliminated as not meeting the necessary criteria.

**A motion was made and seconded to eliminate the Progress Point site as a potential location for a new library. The motion passed unanimously.**

Step three is working through the details of financing. Randy Knight explained bond issues. The current bond that is on the golf course will expire in 2015. The Task Force feels that the voters will be more likely to approve a new bond issue that will seamlessly replace the golf course bond that citizens are presently paying in their taxes. A specific location need not be named in the bond request, however a specific amount of bonding must be listed.

Shawn Shaffer reported that the 2015 Leadership Winter Park class has selected the Library as the subject of one of its class projects. Members of the class will hold focus groups and obtain information from the business sector, residents and other groups regarding usage as well as programs of interest.

Library Facility Task Force members and guests toured the Melrose Center. An OCPL staff gave the tour and invited questions from our Task Force. The Task Force was impressed with their technology and the opportunities available in their meeting room spaces and their audio and video studio rooms. The simulator room was of particular interest and made new use of visual technology. The natural lighting, windows, carpeting and tech-friendly furniture were all noted and admired.

The next Task Force Meeting will be October 1, 2014 at 8 a.m.

The meeting adjourned at 10:45 am

Library Facility Task Force  
October 15, 2014  
8:30 a.m.  
Winter Park Public Library Community Room

**Members Present:** Jeffry Jontz, Jan Walker, Bruce Douglas, Chip Weston, Daniel Butts, Gary Barker, Nancy Miles, Joel Roberts, Shawn Shaffer, Randy Knight. Julie von Weller from ACi and Marilyn Crotty also attended. The meeting was called to order at 8:35 a.m. by Daniel Butts. A quorum was present.

The minutes of the October 1, 2014 meeting were reviewed and a motion to approve the Minutes was made by Nancy Miles, seconded by Chip Weston. The motion passed.

The Task Force saw a video presentation of the City Commission Meeting on October 13, where the subject of the Library Facility Task Force and Community Forum was discussed. Randy Knight answered questions from the Mayor and Commission members regarding the progress made by the Task Force. The TF will attend the next City Commission Meeting on 10/27 at 3:30 pm. to make an interim report. All members are encouraged to attend.

Jeffry Jontz shared with the Task Force his list of "Not Enough...." that expounded on the many shortfalls here at the Winter Park Public Library. This will be given to Sam Stark, who will be the speaker representing the TF at the 10/27 City Commission meeting.

The Second Community Forum was planned to discuss possible site locations with residents and to obtain their feedback. This is critical path research so that the Task Force can then compare and evaluate different costs associated with the different possible sites.

Marilyn Crotty will give an overview of the first Community Forum. She suggested a Force Field Analysis type of meeting, so that attendees can discuss pros and cons in the study of possible sites. ACi will put up maps so that the public can engage in open ended discussion of the sites, then break into small groups to discuss further. The Second Community Forum Discussion will be held at the Rachel Murrah Civic Center on 10/30 from 6-8 pm.

The meeting was adjourned at 10:07 am



Library Facility Task Force  
October 22, 2014 Minutes

Members Present: Chip Weston, Daniel Butts, Gary Barker, Nancy Miles, Shawn Shaffer, Randy Knight. Julie Von Weller from ACi also attended.

The meeting was called to order at 8:30 a.m. by Sam Stark.

**A motion to approve the minutes of the October 15, 2014 was made by Nancy Miles, seconded by Gary Barker. The motion passed.**

Sam Stark will give the interim report to the City Commission on October 27, 2014. He will review the charge from the commission and give a recap of the findings to date, as well as the conclusions the Task Force has made so far.

The upcoming community forums were discussed. There will be two meetings on October 30, 2014. The morning meeting will be at the Chamber of Commerce from 8 - 9:30 a.m. The evening meeting will be held at the Civic Center from 6 - 8 p.m. The formats will be the same at both meetings: soliciting information from small groups to discuss potential library sites. ACi will do a presentation of the potential sites, including the present library location and three other possible sites that the Task Force is studying. Marilyn Crotty will facilitate and give an overview of the community forum held September 17. It will be made clear to attendees that no decisions have yet been made regarding a new Library, but that this is due diligence to get input from the community to be presented in the report to the Commission.

The Task Force will meet again on October 29, 2014 at 8:30 a.m. in the Library's third floor meeting room.

The meeting was adjourned at 9:43 a.m.

*Our Charge...*

*Library Facility Task Force consists of nine voting members and two ex officio members who study and make recommendations to the Winter Park City Commission regarding need, location, costs and funding strategies for a new or remodeled library facility.*



Library Facility Task Force  
October 29, 2014 Minutes

Members Present: Chip Weston, Daniel Butts, Gary Barker, Randy Knight, Joel Roberts, Sam Stark, Jeffry Jontz, Bruce Douglas, Jan Walker. Shawn Shaffer attended via FaceTime on the phone. Julie Von Weller from ACi also attended.

The meeting was called to order at 8:35 a.m. by Sam Stark.

**A motion to approve the minutes of the October 22, 2014 was made by Gary Barker. Joel Roberts seconded. The motion passed.**

The interim report to the Winter Park City Commissioners was discussed. All agreed that Sam Stark did a good job presenting the Task Force's findings to date.

The timeline was discussed and reviewed. The consensus is that momentum should be maintained to meet the December 31 deadline to present a full recommendation to the Commission. At the next Task Force meeting the plan is to review the results from the upcoming October 30 public forums and to rank the sites.

John Chrastka with the EveryLibrary, a national library advocacy organization, joined the meeting via Skype. He discussed his experiences and background in helping libraries advocate for funding and support. He gave some general advice on reaching voters. He suggested a ballot committee be formed to spearhead efforts related to a ballot initiative should it be determined one is necessary.

Two Community Forums will be held on October 30 to help obtain input about possible locations from the community. Plans for the forums were finalized.

The Task Force will meet again on November 5, 2014 at 8:30 a.m. in the Library's Community Room.

The meeting was adjourned at 9:43 a.m.



Library Facility Task Force  
November 5, 2014 Minutes

Members Present: Chip Weston, Daniel Butts, Gary Barker, Nancy Miles, Shawn Shaffer, Randy Knight, Jeffry Jontz, Bruce Douglas, Joel Roberts, Sam Stark, Jan Walker. Larry Adams and Julie Von Weller from ACi also attended.

The meeting was called to order at 8:30 a.m. by Sam Stark.

**A motion to approve the minutes of the October 29, 2014 was made by Daniel Butts. Jeffry Jontz seconded. The motion passed.**

The Task Force discussed the Second Community Forum, held on Thursday, October 30. Daniel Butts attended the morning session and said that the attendees included business owners and professionals. The discussions were productive. There were insightful questions, and quality input. Jeffry Jontz reported on the evening session and said that many good points were raised, especially concerns that library parking would be appropriated for other purposes at various sites. There was no clear consensus toward any one specific site. The Task Force will look forward to the report from the facilitator, Marilyn Crotty.

The Task Force's timeline was reviewed, and Randy Knight was asked to look into possible dates to have a workshop with the City Commission to present the final report.

Site analysis was discussed. A survey will be distributed to Task Force members to complete and bring to the next meeting to rank the sites by a scale of 1-5 on the following criterias: location, cost, parking, green space, walkability and ease of use. This information will be used to cull the sites.

The Task Force discussed the final report from the Task Force to the City Commission. An outline was planned that will answer the original charge of the Task Force: recommendations about need, location, lost and funding. This report will be started by Shawn Shaffer and added to as the information becomes available.

The Task Force will meet again on November 12, 2014 at 8:30 a.m. in the Library's Community Room.

The meeting was adjourned at 9:48 a.m.



*Library Facility Task Force*

November 12, 2014

8:30 a.m.

Winter Park Public Library Community Room

Members present: Gary Barker, Daniel Butts, Jeffry Jontz, Nancy Miles, Sam Stark, Jan Walker, Chip Weston, Shawn Shaffer and Randy Knight. A quorum was established.

The meeting was called to order at 8:35 a.m. by Sam Stark.

**A motion to approve the minutes of the November 5, 2014 meeting was made by Nancy Miles. Jeffry Jontz seconded. The motion passed.**

The Task Force members reviewed the results of the site analysis each was asked to complete. Members ranked each potential site on a scale of 1-5 in 11 criteria such as: location, cost, accessibility, green space, walkability, timing and adjacencies. Each member reported his/her score in each category. The results were totaled. Final scores were as follows:

Post Office site - 317 points

City Hall - 289 points

Civic Center - 258 points

Current site with a new building - 219 points

Current location with remodeled building - 169 points.

Marilyn Crotty's report on the October 30 community forums was distributed and discussed.

The initial draft of the final report to the City Commission was discussed. Jan Walker suggested that the Task Force include a specific call to action. It was suggested that the following recommendations be made in the final report:

1. Approve financing and construction of a new library at site A (Post Office site) or B (City Hall)
2. Once a site is selected, approve a city-wide referendum on bond issue
3. Urge commission to acquire Post Office site as first choice for a new library to be constructed

Randy Knight confirmed that there will be a workshop with the City Commissioners on December 2, 2014 from 9:30 - 11 a.m. This meeting will be open to the public.

The meeting was adjourned at 10:05 a.m.

*Our Charge...*

*Library Facility Task Force consists of nine voting members and two ex officio members who study and make recommendations to the Winter Park City Commission regarding need, location, costs and funding strategies for a new or remodeled library facility.*





*Library Facility Task Force*

November 19, 2014

8:30 a.m.

Winter Park Public Library Community Room

Members present: Gary Barker, Daniel Butts, Bruce Douglas, Jeffry Jontz, Joel Roberts, Sam Stark, Jan Walker, Chip Weston, Shawn Shaffer and Randy Knight. A quorum was established.

The meeting was called to order at 8:35 a.m. by Sam Stark.

**A motion to approve the minutes of the November 12, 2014 meeting was made by Jeffry Jontz. Chip Weston seconded. The motion passed.**

A presentation was made by Larry Adams, of ACi to review the costs for a 60,000 square foot building on each of the sites considered.

The Task Force discussed preparations for the December 2 City Commission Workshop. Shawn Shaffer will send a draft of the final report that staff and Task Force members have been working on. Content of the report was discussed. Members were asked review the document thoroughly and forward edits or revisions Shawn.

The Task Force will meet again this week Friday, November 21 at 8:30 am so that they can finalize their Final Report.

The meeting was adjourned at 10:02 a.m.

*Our Charge...*

*Library Facility Task Force consists of nine voting members and two ex officio members who study and make recommendations to the Winter Park City Commission regarding need, location, costs and funding strategies for a new or remodeled library facility.*



*Library Facility Task Force*

November 21, 2014

8:30 a.m.

Winter Park Public Library Community Room

Members present: Gary Barker, Daniel Butts, Jeffry Jontz, Joel Roberts, Sam Stark, Jan Walker, Shawn Shaffer and Randy Knight. A quorum was established.

The meeting was called to order at 8:35 a.m. by Sam Stark.

**A motion to approve the minutes of the November 19, 2014 meeting was made by Sam Stark. Jeffry Jontz seconded. The motion passed.**

Task Force members who had any discussions with their City Commissioners shared their comments with the committee.

The Task Force discussed preparations for the December 2 City Commission Workshop. Content for the Report to the Commission was reviewed.

The meeting was adjourned at 10:02 a.m.

*Our Charge...*

*Library Facility Task Force consists of nine voting members and two ex officio members who study and make recommendations to the Winter Park City Commission regarding need, location, costs and funding strategies for a new or remodeled library facility.*

**Appendix C:**  
“Library of the Future”  
presentation by Clyde Scoles

THE  
LIBRARY



OF THE  
▶▶▶ FUTURE

REIMAGINING THE LIBRARY AS AN ENGAGED  
COMMUNITY-CREATED ASSET



## The Library Experience

A public library is a complex organization with many moving parts.



# Exteriors

We have seen more new library construction in the last 20 years than the entire era of Carnegie. A newly constructed library means sustainable energy efficiencies, while also creating comfortable and flexible environments.



According to a recent Pew Research Center Study:

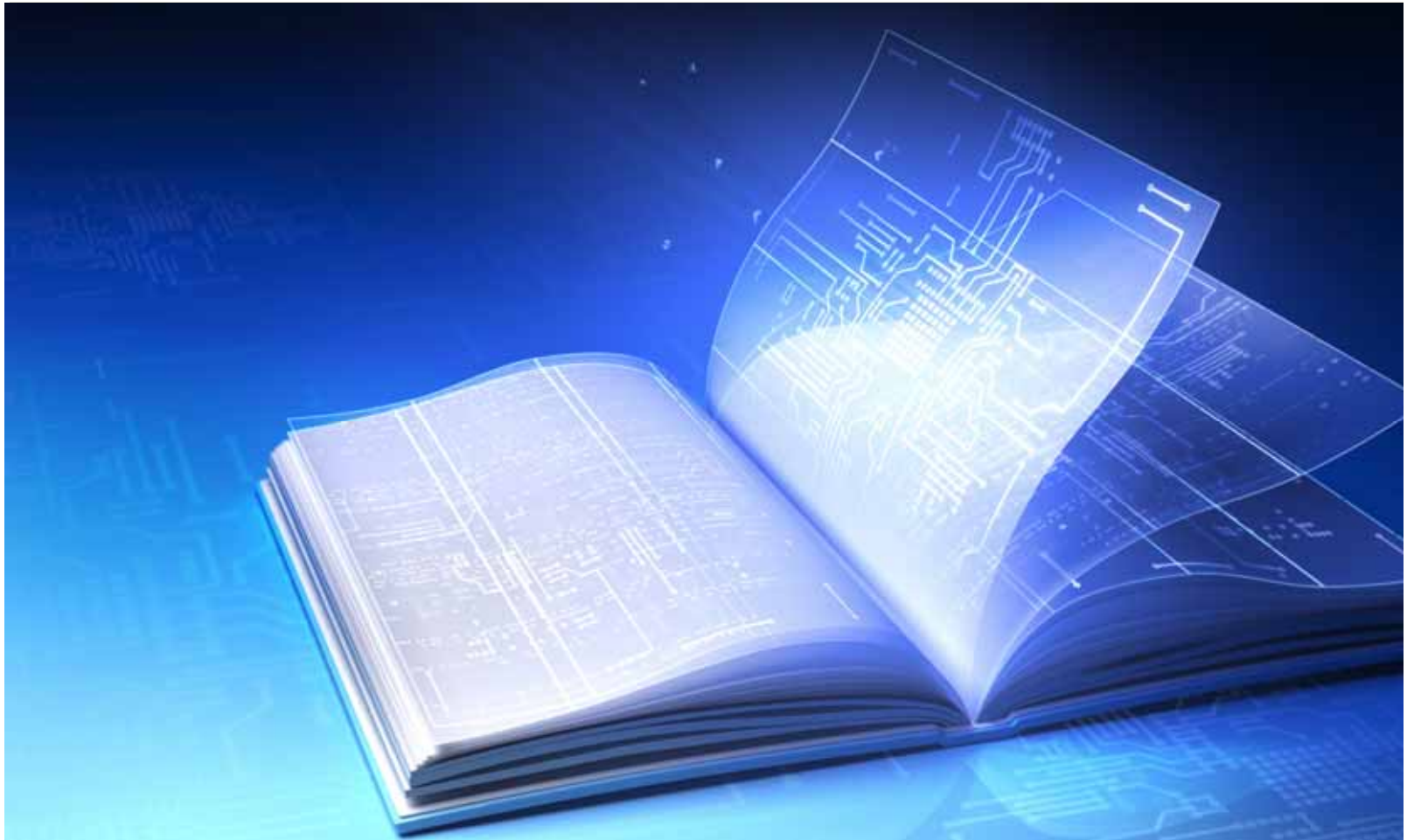
- 97% of public libraries provide access to e-government services
- 92% help customers access online job databases and resources
- 90% provide formal and informal technology and training
- 90% help people apply for jobs online
- 100% provide public Internet access
- 81% of customers 16 years and older say that public libraries provide many services people would have a hard time finding elsewhere.











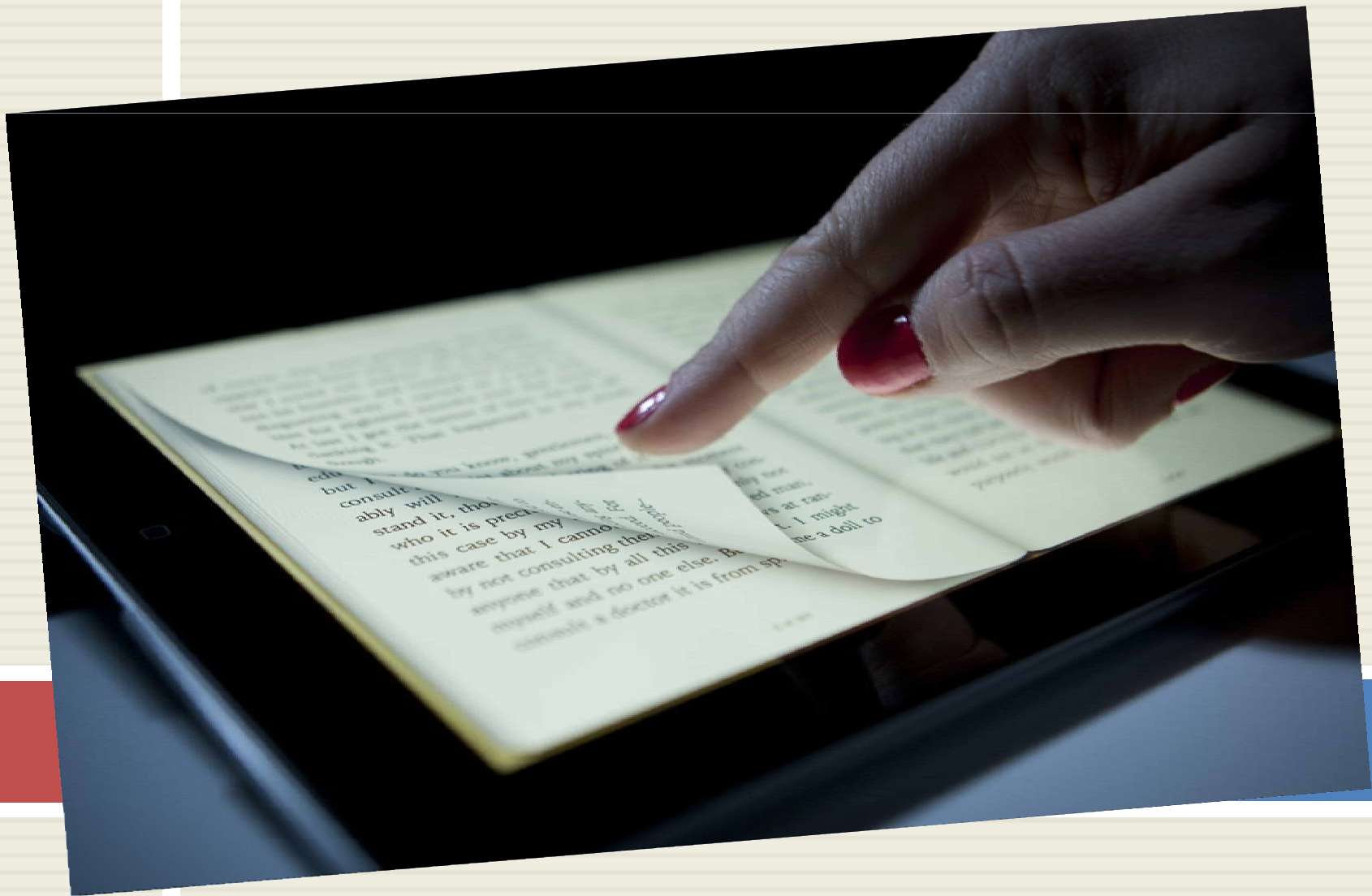
## Books expanded

Americans strongly value the vital role of public libraries.









# Digital Resources







## Spaces for Children to Learn and Grow

Designing library spaces for children now and in the future requires rethinking more than rebuilding, and can be implemented incrementally beginning with the question, “What do we want to happen in this space?,” rather than “What do we want to put in this space?”

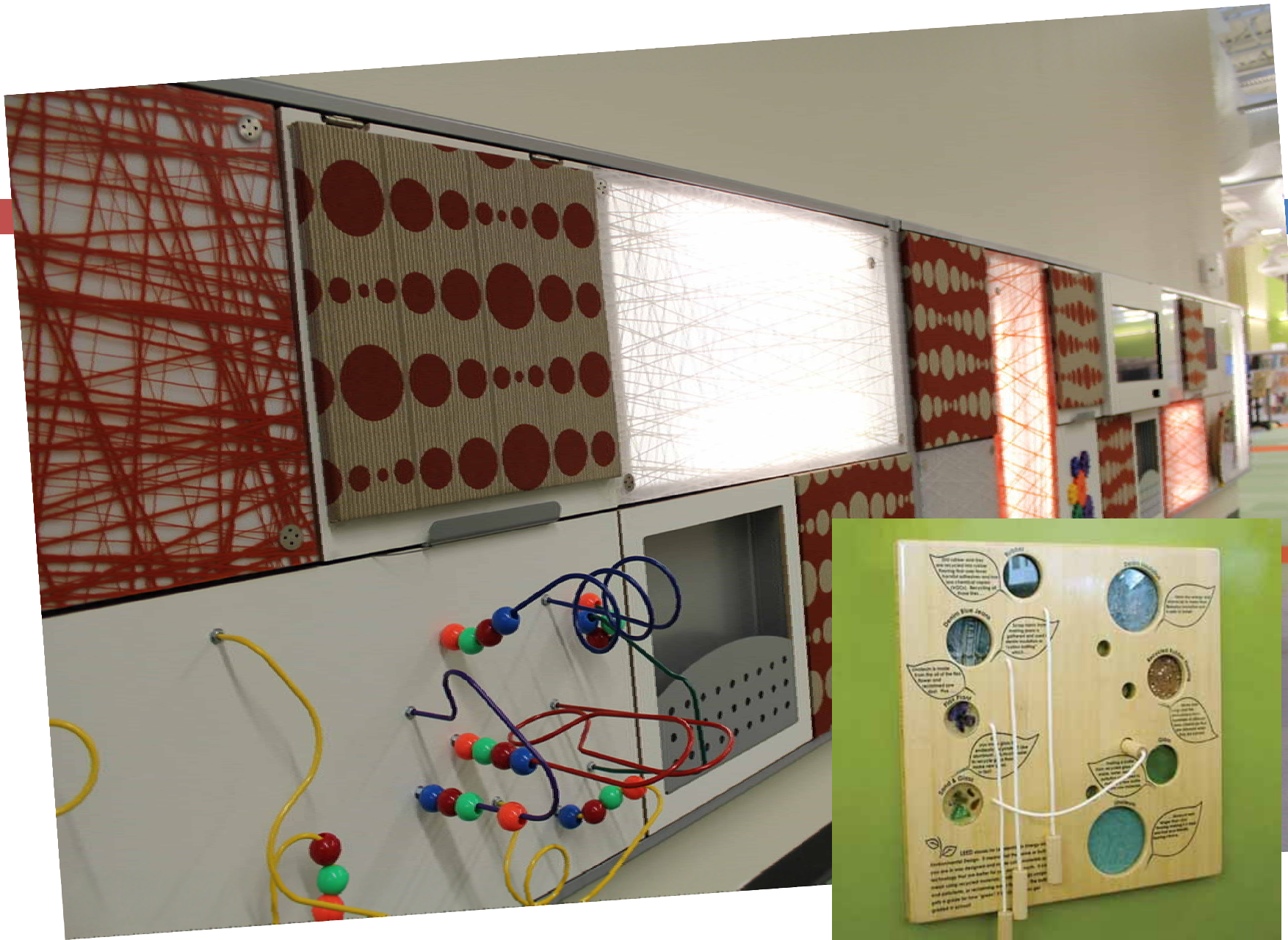
# Children's Spaces

Improving education is a vital national priority, and libraries are at the center of achieving that goal. Libraries provide a bridge to a brighter learning future which is needed now more than ever.









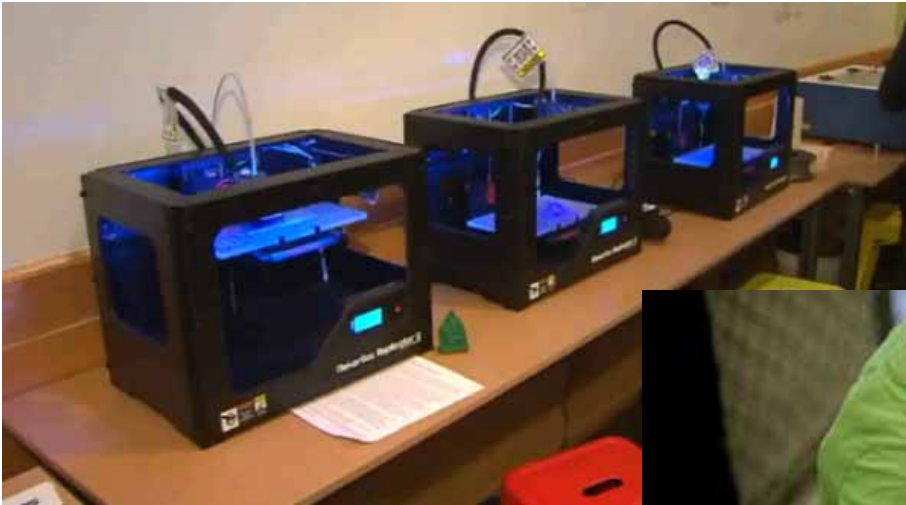




## Content Creation

New libraries are no longer places to only search and discover existing information, but to generate information and create content in a variety of digital and physical forms such as: Creating music, making two-dimensional designs, diaries, family history logs, audio and video books and much more.

# Content Creation











## Expanded Services – Business Center





## Innovative Spaces

The high relevancy and the need for public libraries continue to evolve as the needs of our community require a public library to serve as a center of community learning.



Response	Percentage
Yes	75%
No	25%





*Author Alex Haley once said that when researching his book "Roots":*

*"I went to many community libraries and I knew within about 10 minutes what kind of a community it truly is."*

*Truly, a library mirrors a community and at the same time can also be described as a "community's greatest gift to itself."*





“I think the health of our civilization, the depth of our awareness about the underpinnings of our culture and our concern for the future can all be tested by how well we support our libraries”

- Carl Sagan, Cosmos

# Final Thoughts

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- Technology
- Preservation
- Creative Spaces
- Reading and Literacy



# Final Thoughts













Thank You.  
Questions?

## **Appendix D:**

### Douglas Report



# LEAD

Progressive Planning Process

# BUILD

For Your Future

# SUCCEED

Every Customer  
Every Project  
Every Time

**Winter Park  
Library  
Renovation**

**Winter Park,  
FL**

**May 02, 2014**



**THE DOUGLAS COMPANY**  
LEAD. BUILD. SUCCEED.



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Winter Park, FL

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**THE DOUGLAS COMPANY**  
LEAD. BUILD. SUCCEED.

May 02, 2014

Mr. Bruce Douglas  
Harvard Development Co.  
231 W. Park Ave  
Winter Park, FL 32789

RE: Winter Park Library Renovation

Dear Mr. Douglas,

Thank you for the opportunity to submit this concept budget proposal for the complete renovation of the existing Public Library building located in Winter Park, FL. It is intended to provide you with a comprehensive understanding of the costs and services you can expect for the project, and to ensure the best return on investment for the Community.

The summary of the project's details are as follows:

➔ <b>Budget proposal – Total</b>	<b>\$ 5,112,605</b>
➔ Building total	\$ 4,725,434
➔ Site total	\$ 333,754
➔ Performance Bond	\$ 53,417
➔ Number of buildings:	One (1)
➔ Number of stories:	Three (3)
➔ Type of construction:	Non-Combustible
➔ Square footage:	31,706 Total square feet

To further clarify our proposal, attached is an outline scope of work narrative, clarifications, allowances, exclusions, and list of referenced plans all dated May 02, 2014 for your review.

We look forward to working with the City on this exciting project. The Douglas Company is a dedicated group of professionals able to control costs, ensure quality, and complete on time. Please contact us with any questions; The Douglas Company is always available to provide additional information or any assistance you require.

Very truly yours,

THE DOUGLAS COMPANY

Dennis Robinson  
Executive Vice President

cc: Shawn L. Shaffer



# DOUGLAS COMPANY - MASTER SITEWORK ESTIMATE WORKSHEET

Job # 14-xxx-1	Project: W.P. Library Renovation	Date Calculated: 05/01/14
File: 2014 Master Estimate- FL	Location: City: Winter Park	Time Calculated: 10:25 AM
	State: Florida	
Owner: W.P.	Revision # <u>Concept Estimate_May 2014</u>	Acreage: 1.00
Arch. TBD	Sales Tax: 6.50%	# of Units: 1
Estim. Jbartolovitch	Margin: 3.00%	Building S.F. 31,706

CODE	DESCRIPTION	QUANTITY	UNIT	PRICE	LABOR	MATERIAL	SUB CONT.	TOTAL	COST /ACRE
01000	GENERAL CONDITIONS	10%			\$26,445	\$125	\$17,546	\$44,116	\$44,116.36
01053	SITE SURVEY/ LAYOUT	30.0	HRS	125.00			\$3,750	\$3,750	\$3,750.00
02110	DEMO. / REMOVALS	1.0	LS	9,200.00			\$9,200	\$9,200	\$9,200.00
	Trees	0.0	ACRE	0.00			\$0		
	Buildings	0.0	CY	0.00			\$0		
	Concrete	0.0	SY	0.00			\$0		
	Asphalt	0.0	SY	0.00			\$0		
	Curbs	0.0	LF	0.00			\$0		
	Aprons	0.0	SF	0.00			\$0		
	Other	0.0	SF	0.00			\$0		
02200	EXCAVATION	0.0	LS	0.00			\$0	\$0	\$0.00
	Clearing & Grubbing	0.0	ACRE	0.00			\$0		
	Strip/Stockpile Topsoil	0.0	CY	0.00			\$0		
	Cut & Fill	0.0	CY	0.00			\$0		
	Fine Grading	0.0	SY	0.00			\$0		
	Respread Topsoil	0.0	CY	0.00			\$0		
	Construction Entrance	0.0	LS	0.00			\$0		
	Imported Fill	0.0	CY	0.00			\$0		
	Exported Waste/Spoils	0.0	CY	0.00			\$0		
	Building Excavation	0.0	CY	0.00			\$0		
	Silt Fence	0.0	LF	0.00			\$0		
	Inlet Protection	0.0	EA	0.00			\$0		
02250	SOIL POISONING	0.0	SF	0.00			\$0	\$0	\$0.00
		0.0	SF	0.00			\$0		
02501	SANITARY SEWER	0.0	LS	0.00	Existing		\$0	\$0	\$0.00
	Off-Site Pipe: 8" PVC	0.0	LF	0.00			\$0		
	6" PVC	0.0	LF	0.00			\$0		
	On-Site Pipe: 8" PVC	0.0	LF	0.00			\$0		
	6" PVC	0.0	LF	0.00			\$0		
	4" PVC	0.0	LF	0.00			\$0		
	Cleanouts	0.0	EA	0.00			\$0		
	Manholes	0.0	EA	0.00			\$0		
	Lift or Pumping Stations	0.0	LS	0.00			\$0		
	Tap/Saddle	0.0	EA	0.00			\$0		
	30,000 GPD Plant	0.0	LS	0.00			\$0		
	Boring/Crossing	0.0	LF	0.00			\$0		
	Open Cut/Road Patch	0.0	SY	0.00			\$0		
02504	Tap & Usage Fees	1.0	LS	0.00	By Owner		\$0	\$0	\$0.00
	EPA Fees	0.0	LS	0.00	By Owner		\$0		

# DOUGLAS COMPANY - MASTER SITEWORK ESTIMATE WORKSHEET

Job # 14-xxx-1	Project: W.P. Library Renovation	Date Calculated: 05/01/14
File: 2014 Master Estimate - FL	Location: City: Winter Park	Time Calculated: 10:25 AM
	State: Florida	
Owner: W.P.	Revision # Concept Estimate_May 2014	Acreage: 1.00
Arch. TBD	Sales Tax: 6.50%	# of Units: 1
Estim. Jbartolovitch	Margin: 3.00%	Building S.F. 31,706

CODE	DESCRIPTION	QUANTITY	UNIT	PRICE	LABOR	MATERIAL	SUB CONT.	TOTAL	COST /ACRE
02505	STORM SEWER	0.0	LS	0.00	Existing		\$0	\$0	\$0.00
	Off-Site Pipe: 30" RCP	0.0	LF	0.00			\$0		
	24" RCP	0.0	LF	0.00			\$0		
	18" RCP	0.0	LF	0.00			\$0		
	On-Site Pipe: 30" RCP	0.0	LF	0.00			\$0		
	24" ADS	0.0	LF	0.00			\$0		
	20" ADS	0.0	LF	0.00			\$0		
	18" ADS	0.0	LF	0.00			\$0		
	15" ADS	0.0	LF	0.00			\$0		
	12" ADS	0.0	LF	0.00			\$0		
	10" ADS	0.0	LF	0.00			\$0		
	8" ADS	0.0	LF	0.00			\$0		
	End Sections	0.0	EA	0.00			\$0		
	Catch Basins/Inlets	0.0	EA	0.00			\$0		
	Manholes	0.0	EA	0.00			\$0		
	Rip Rap	0.0	CY	0.00			\$0		
	Open Cut/Patch Road	0.0	SF	0.00			\$0		
	Downspout Piping	0.0	LF	0.00			\$0		
	Granular Fill	0.0	CY	0.00			\$0		
02508	Tap & Usage Fees	1.0	EA	0.00	By Owner		\$0	\$0	\$0.00
	Inspection Fees	0.0	LS	0.00	By Owner		\$0		
		0.0	LS	0.00			\$0		
02550	WATER LINES	0.0	LS	0.00	Existing		\$0	\$0	\$0.00
	Off-Site Pipe: 8" DI	0.0	LF	0.00			\$0		
	6" DI	0.0	LF	0.00			\$0		
	4" DI	0.0	LF	0.00			\$0		
		0.0	LF	0.00			\$0		
	On-Site Pipe: 8" PVC	0.0	LF	0.00			\$0		
	6" PVC	0.0	LF	0.00			\$0		
	4" PVC	0.0	LF	0.00			\$0		
	3" CU	0.0	LF	0.00			\$0		
	2" CU	0.0	LF	0.00			\$0		
	1.5" CU	0.0	LF	0.00			\$0		
	5" Well Pump	0.0	EA	0.00			\$0		
	Storage Tank	0.0	SF	0.00			\$0		
		0.0	SF	0.00			\$0		
	Hydrants w/Valves	0.0	EA	0.00			\$0		
	Saddle/Tap	0.0	EA	0.00			\$0		
	8" Valves	0.0	EA	0.00			\$0		
02551	Water Meter Fees	1.0	EA	0.00	By Owner		\$0	\$0	\$0.00



# DOUGLAS COMPANY - MASTER SITEWORK ESTIMATE WORKSHEET

Job # 14-xxx-1	Project: W.P. Library Renovation	Date Calculated: 05/01/14
File: 2014 Master Estimate- FL	Location: City: Winter Park	Time Calculated: 10:25 AM
	State: Florida	
Owner: W.P.	Revision # <u>Concept Estimate_May 2014</u>	Acreage: 1.00
Arch. TBD	Sales Tax: 6.50%	# of Units: 1
Estim. Jbartolovitch	Margin: 3.00%	Building S.F. 31,706

CODE	DESCRIPTION	QUANTITY	UNIT	PRICE	LABOR	MATERIAL	SUB CONT.	TOTAL	COST /ACRE
02560	<b>GAS SERVICE</b>						\$0	<b>\$0</b>	<b>\$0.00</b>
	Utility Co. Charges	0.0	LF	0.00	By Owner		\$0		
		0.0	LS	0.00			\$0		
02600	<b>ASPHALT PAVING</b>	1.0	LS	27,500.00	Repairs / Patching		\$27,500	<b>\$27,500</b>	<b>\$27,500.00</b>
	Standard Duty (8 & 3)	0.0	SY	0.00			\$0		
	*8" Paving Stone Base	0.0	SY	0.00			\$0		
	Heavy Duty (12 & 5)	0.0	SY	0.00			\$0		
	Accel/Decel Lanes	0.0	SY	0.00			\$0		
	Aprons	0.0	SY	0.00			\$0		
	Underdrains	0.0	LF	0.00			\$0		
	Tensor/Sep Fabric	0.0	SY	0.00			\$0		
	Cable Guide Rail	0.0	SY	0.00			\$0		
02610	<b>STRIPING</b>	1.0	LS	5,000.00			\$5,000	<b>\$5,000</b>	<b>\$5,000.00</b>
	Stalls	0.0	EA	0.00			\$0		
	Handicapped Symbols	0.0	EA	0.00			\$0		
	Other	0.0	EA	0.00			\$0		
		0.0	EA	0.00			\$0		
02720	<b>SITE IMPROVEMENTS</b>						\$0	<b>\$20,000</b>	<b>\$20,000.00</b>
	Swimming Pool	0.0	LS	0.00			\$0		
	Bridges	0.0	LS	0.00			\$0		
	Car Ports	0.0	EA	0.00			\$0		
	Fountain / Entry Feature/ Art	1.0	EA	20,000.00	Allowance		\$20,000		
	Other - Courtyard Features	0.0	LS	0.00			\$0		
	Other - Entry Features	0.0	LS	0.00			\$0		
		0.0	LS	0.00			\$0		
02800	<b>LANDSCAPING</b>	1.0	LS	50,000.00	Allowance		\$50,000	<b>\$50,000</b>	<b>\$50,000.00</b>
	Trees & Bushes	0.0	UNITS	0.00			\$0		
	Seed/Sod	0.0	ACRE	0.00			\$0		
	Mulch	0.0	CY	0.00			\$0		
	Edging	0.0	LF	0.00			\$0		
	Other	0.0	LS	0.00			\$0		
		0.0	LS	0.00			\$0		
02801	<b>LAWN IRRIGATION</b>	1.0	LS	15,000.00	Allowance		\$15,000	<b>\$15,000</b>	<b>\$15,000.00</b>
		0.0	SF	0.00			\$0		
		0.0	SF	0.00			\$0		
03300	<b>SITE CONCRETE WORK</b>	1.0	LS	12,500.00			\$12,500	<b>\$12,500</b>	<b>\$12,500.00</b>
	Curb & Gutter	0.0	LF	0.00			\$0		
	Straight Curb	0.0	LF	0.00			\$0		
	Sidewalks 4"	0.0	SF	0.00			\$0		

# DOUGLAS COMPANY - MASTER SITEWORK ESTIMATE WORKSHEET

Job # 14-xxx-1	Project: W.P. Library Renovation	Date Calculated: 05/01/14
File: 2014 Master Estimate- FL	Location: City: Winter Park	Time Calculated: 10:25 AM
	State: Florida	
Owner: W.P.	Revision # Concept Estimate_May 2014	Acreage: 1.00
Arch. TBD	Sales Tax: 6.50%	# of Units: 1
Estim. Jbartolovitch	Margin: 3.00%	Building S.F. 31,706

CODE	DESCRIPTION	QUANTITY	UNIT	PRICE	LABOR	MATERIAL	SUB CONT.	TOTAL	COST /ACRE
03300	SITE CONCRETE WORK CONTINUED								
	Turndown Edge	0.0	LF	0.00			\$0		
	Dumpster Pads	0.0	SF	0.00			\$0		
	Curb Stop/Bumper Block	0.0	EA	0.00			\$0		
	Light Pole Bases	0.0	EA	0.00			\$0		
	Aprons	0.0	SF	0.00			\$0		
	Transformer Pads	0.0	EA	0.00			\$0		
	A/C Pads	0.0	EA	0.00			\$0		
	Off-Site Concrete	0.0	LS	0.00			\$0		
		0.0	LS	0.00			\$0		
04360	MASONRY WALLS	1.0	LS	10,000.00			\$10,000	\$10,000	\$10,000.00
		0.0	SF	0.00			\$0		
04400	BRICK PAVERS	2,000.0	SF	5.00			\$10,000	\$10,000	\$10,000.00
		0.0	SF	0.00			\$0		
05280	MISCELLANEOUS METAL WORK						\$0	\$20,000	\$20,000.00
	Bumper Posts	10.0	EA	2,000.00			\$20,000		
		0.0	EA	0.00			\$0		
10400	FENCING	0.0	LS	0.00			\$0	\$0	\$0.00
	Fencing	0.0	LF	0.00			\$0		
	Guard railings	0.0	LF	0.00			\$0		
		0.0	LF	0.00			\$0		
10985	SITE SIGNAGE	0.0	LS	0.00			\$0	\$22,500	\$22,500.00
	Traffic Control	1.0	EA	2,500.00			\$2,500		
	Building Sign	1.0	LS	20,000.00	Allowance		\$20,000		
		0.0	EA	0.00			\$0		
16100	SITE ELECTRICAL	0.0	LS	0.00			\$0	\$27,500	\$27,500.00
	Site Lighting	10.0	EA	2,750.00			\$27,500		
	Primary Conduit	0.0	LF	0.00	Existing		\$0		
	Primary Service Charges	0.0	LF	0.00			\$0		
	Off-Site Lighting	0.0	EA	0.00			\$0		
	Telephone Conduit	0.0	LF	0.00	Existing		\$0		

SITE SUBTOTAL:	\$26,445	\$125	\$250,496	\$277,066	\$277,066.36
LABOR BURDEN:	43.5%			\$11,504	\$11,503.69
TAX:		6.50%		\$8	\$8.13
SUB GUARD:			0.75%	\$1,879	\$1,878.72
CONTINGENCY:		5.00%		\$14,523	\$14,522.84
INSURANCE:		1.08%		\$3,623	\$3,623.16
Ohio CAT tax:		0.26%		\$0	\$0.00
					\$0.00
Site Design Guard:		0.00%		\$0	\$0.00
OVERHEAD:		5.00%		\$15,430	\$15,430.14
PROFIT:		3.00%		\$9,721	\$9,720.99

TOTAL SITEWORK	\$333,754	333,754.03
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# DOUGLAS COMPANY - PROJECT MASTER ESTIMATE SUMMARY SHEET

<b>Job #</b> 14-xxx-1	<b>Project:</b> W.P. Library Renovation	<b>Date Calculated:</b> 05/01/14
<b>File:</b> 2014 Master Estimate - FL	<b>Location:</b> City: Winter Park	<b>Time Calculated:</b> 10:25 AM
	State: Florida	
<b>Owner:</b> W.P.	<b>Revision #</b> Concept Estimate_May 2014	<b>Acreage:</b> 1.00
<b>Arch.</b> TBD	<b>Sales Tax:</b> 6.50%	<b># of Units:</b> 1
<b>Estim.</b> Jbartolovitch	<b>Margin:</b> 3.00%	<b>Building S.F.</b> 31,706

## BUILDING ESTIMATE WORKSHEET

CODE	DESCRIPTION	LABOR	MATERIAL	SUB CONT.	TOTAL	COST/UNIT	COST / SF	PRICE SOURCE
<b>01000</b>	<b>GENERAL CONDITIONS</b>	\$238,007	\$1,125	\$157,915	\$397,047	397,047.20	12.52	
<b>02200</b>	<b>EXCAVATION</b>					<b>Total Excavation</b>		<b>\$151,585</b>
02210	Building Demolition			\$150,000	\$150,000	150,000.00	4.73	4.78
02200	Building Excavation/ Fill			\$0	\$0	0.00	0.00	
02250	Soil Poisoning			\$1,585	\$1,585	1,585.30	0.05	
02275	Foundation Tile			NA	\$0	0.00	0.00	
<b>03000</b>	<b>BUILDING CONCRETE</b>					<b>Total Concrete</b>		<b>\$45,000</b>
03200	Foundation Concrete			NA	\$0	0.00	0.00	1.42
03300	Concrete Slab on Grade			NA	\$0	0.00	0.00	
03330	CIP Concrete, Flr Topping			\$45,000	\$45,000	45,000.00	1.42	
03350	Precast Concrete Slabs			NA	\$0	0.00	0.00	
03300	Precast Stairs & Landings			NA	\$0	0.00	0.00	
<b>04000</b>	<b>MASONRY</b>					<b>Total Masonry</b>		<b>\$433,375</b>
04300	Masonry			\$25,000	\$25,000	25,000.00	0.79	13.67
04300	Masonry Reinforcing			Incl. in above	\$0	0.00	0.00	
04300	Masonry Insulation			\$0	\$0	0.00	0.00	
04300	New Brick Veneer			\$408,375	\$408,375	408,375.00	12.88	
<b>05000</b>	<b>STEEL</b>					<b>Total Steel</b>		<b>\$71,000</b>
05100	Steel Fabrication		\$40,000		\$40,000	40,000.00	1.26	2.24
05102	Steel Erection			\$20,000	\$20,000	20,000.00	0.63	
05200	Misc. Steel			Incl. in 05100	\$0	0.00	0.00	
05250	Steel Stair Handrails			\$11,000	\$11,000	11,000.00	0.35	
05801	Aluminum Balcony Railings			NA	\$0	0.00	0.00	
05900	Aluminum Screen Enclosures			NA	\$0	0.00	0.00	
<b>06000</b>	<b>CARPENTRY</b>					<b>Total Carpentry</b>		<b>\$336,350</b>
06103	Rough Carpentry Labor			\$51,050	\$51,050	51,050.00	1.61	10.61
06102	Lumber Materials			\$23,800	\$23,800	23,800.00	0.75	
06125	Trusses (Roof & Floor)			NA	\$0	0.00	0.00	
06150	Int. / Ext. Columns			\$15,000	\$15,000	15,000.00	0.47	
06160	Interior Stairs & Railings			See Div 5	\$0	0.00	0.00	
06200	Cabinets & Tops - Units			NA	\$0	0.00	0.00	
06250	Cabinets & Tops - Common			See 06400	\$0	0.00	0.00	
06301	Window Sills/ Trim			\$11,000	\$11,000	11,000.00	0.35	
06400	Custom Millwork/Casework			\$150,000	\$150,000	150,000.00	4.73	
06400	Base, Trim, Casing- Labor			\$45,000	\$45,000	45,000.00	1.42	
06401	Base, Trim, Casing- Mat'l's			\$35,000	\$35,000	35,000.00	1.10	
06420	FRP & Accessories			\$5,500	\$5,500	5,500.00	0.17	
				\$0	\$0	0.00	0.00	

# DOUGLAS COMPANY - PROJECT MASTER ESTIMATE SUMMARY SHEET

<b>Job #</b> 14-xxx-1	<b>Project:</b> W.P. Library Renovation	<b>Date Calculated:</b> 05/01/14
<b>File:</b> 2014 Master Estimate - FL	<b>Location:</b> City: Winter Park	<b>Time Calculated:</b> 10:25 AM
	State: Florida	
<b>Owner:</b> W.P.	<b>Revision #</b> Concept Estimate_May 2014	<b>Acreage:</b> 1.00
<b>Arch.</b> TBD	<b>Sales Tax:</b> 6.50%	<b># of Units:</b> 1
<b>Estim.</b> Jbartolovitch	<b>Margin:</b> 3.00%	<b>Building S.F.</b> 31,706

CODE	DESCRIPTION	LABOR	MATERIAL	SUB CONT.	TOTAL	COST/UNIT	COST / SF	PRICE SOURCE
<b>07000</b>	<b>MOISTURE /THERMAL PROTECTION</b>					<b>Total Moisture/Thermal Prot</b>		<b>\$88,415</b>
07100	Waterproofing			Incl. in 07950	\$0	0.00	0.00	2.79
07200	Batt Insulation			\$33,375	\$33,375	33,375.00	1.05	
07300	EPDM Roofing - Repairs			\$19,250	\$19,250	19,250.00	0.61	
07450	Hardi-Board Siding			None	\$0	0.00	0.00	
07501	Shingle Roofing			None	\$0	0.00	0.00	
07550	Chimney Caps, Roof Metal			\$8,790	\$8,790	8,790.00	0.28	
07600	Gutters & Downspouts			None	\$0	0.00	0.00	
07900	Soffit & Fascia			None	\$0	0.00	0.00	
07950	Caulking & Sealants			\$27,000	\$27,000	27,000.00	0.85	
<b>08000</b>	<b>DOORS &amp; WINDOWS</b>					<b>Total Doors &amp; Windows</b>		<b>\$416,700</b>
08100	Doors & Frames		\$60,000		\$60,000	60,000.00	1.89	13.14
08450	Finish Hardware		\$28,000		\$28,000	28,000.00	0.88	
08700	Door & Hardware Installation			\$21,600	\$21,600	21,600.00	0.68	
08800	Operable Windows			NA	\$0	0.00	0.00	
08810	New Alum. Fixed Windows			\$227,300	\$227,300	227,300.00	7.17	
08820	Int. / Misc. Glass & Glazing			\$31,300	\$31,300	31,300.00	0.99	
08955	Automatic Doors / Openers			\$28,500	\$28,500	28,500.00	0.90	
08956	Accordian Folding Door(s)			\$20,000	\$20,000	20,000.00	0.63	
<b>09000</b>	<b>FINISHES</b>					<b>Total Finishes</b>		<b>\$764,795</b>
09100	Ext. Façade - Stucco/Trim			\$100,000	\$100,000	100,000.00	3.15	24.12
09250	Drywall & Metal Framing			\$355,000	\$355,000	355,000.00	11.20	
09300	Porcelain & Ceramic Tile			\$9,250	\$9,250	9,250.00	0.29	
09500	Acoustical Ceilings			\$103,045	\$103,045	103,044.50	3.25	
09650	Resilient Flooring			\$4,500	\$4,500	4,500.00	0.14	
09652	Carpeting			\$112,500	\$112,500	112,500.00	3.55	
09800	Painting & Wallcoverings			\$70,500	\$70,500	70,500.00	2.22	
09655	Inset / Walk-Off Mats			\$10,000	\$10,000	10,000.00	0.32	
<b>10000</b>	<b>SPECIALTIES</b>					<b>Total Specialties</b>		<b>\$57,400</b>
10100	Corner Guards & Wall Prot.			\$18,500	\$18,500	18,500.00	0.58	1.81
10152	Privacy Track & Curtains			NA	\$0	0.00	0.00	
10153	Fire Extinguishers			\$2,500	\$2,500	2,500.00	0.08	
10240	Shower Seats			NA	\$0	0.00	0.00	
10250	Window Treatments			NA	\$0	0.00	0.00	
10270	Fireplaces			NA	\$0	0.00	0.00	
10280	Mailboxes			NA	\$0	0.00	0.00	
10490	Signage			\$12,500	\$12,500	12,500.00	0.39	
10500	Lockers - Employee Room			\$2,500	\$2,500	2,500.00	0.08	
10670	Book Shelving			In Owner's FFE	\$0	0.00	0.00	

# DOUGLAS COMPANY - PROJECT MASTER ESTIMATE SUMMARY SHEET

<b>Job #</b> 14-xxx-1	<b>Project:</b> W.P. Library Renovation	<b>Date Calculated:</b> 05/01/14
<b>File:</b> 2014 Master Estimate - FL	<b>Location:</b> City: Winter Park	<b>Time Calculated:</b> 10:25 AM
	State: Florida	
<b>Owner:</b> W.P.	<b>Revision #</b> Concept Estimate_May 2014	<b>Acreage:</b> 1.00
<b>Arch.</b> TBD	<b>Sales Tax:</b> 6.50%	<b># of Units:</b> 1
<b>Estim.</b> Jbartolovitch	<b>Margin:</b> 3.00%	<b>Building S.F.</b> 31,706

CODE	DESCRIPTION	LABOR	MATERIAL	SUB CONT.	TOTAL	COST/UNIT	COST / SF	PRICE SOURCE
10800	Bathroom Access. & Partitions			\$18,900	\$18,900	18,900.00	0.60	
10980	Access Panels			\$2,500	\$2,500	2,500.00	0.08	
<b>11000</b>	<b>EQUIPMENT</b>					<b>Total Equipment</b>		<b>\$25,800</b>
11001	Residential Appliances	Employee Room		\$800	\$800	800.00	0.03	0.81
11400	Bistro / Beverage Equip.			\$25,000	\$25,000	25,000.00	0.79	Allowance
11610	Vending Machines			By Owner	\$0	0.00	0.00	
<b>14000</b>	<b>ELEVATOR</b>			\$50,000	\$50,000	50,000.00	1.58	
	Book Dumbwaiter			\$25,000	\$25,000	25,000.00	0.79	
<b>15000</b>	<b>MECHANICAL SYSTEMS</b>					<b>Total Mechanical Systems</b>		<b>\$330,974</b>
15001	HVAC - Modifications			\$160,000	\$160,000	160,000.00	5.05	10.44
15200	Plumbing - Modifications			\$125,000	\$125,000	125,000.00	3.94	
15550	Fire Protection - Modifications			\$45,974	\$45,974	45,973.70	1.45	
15555	Fire Entry Service			Existing	\$0	0.00	0.00	
<b>16000</b>	<b>ELECTRICAL SYSTEMS</b>					<b>Total Electrical Systems</b>		<b>\$780,000</b>
16001	Building Electrical			\$305,000	\$305,000	305,000.00	9.62	24.60
16002	New Light Fixtures - LED			\$250,000	\$250,000	250,000.00	7.88	Allowance
16003	Fire Alarm Rework			\$50,000	\$50,000	50,000.00	1.58	
16004	Library Low Volt System(s)			\$75,000	\$75,000	75,000.00	2.37	Allowance
16005	Security, Access Control			\$100,000	\$100,000	100,000.00	3.15	
16006	Emer. Generator & ATSs			None	\$0	0.00	0.00	

<b>BUILDING SUBTOTAL:</b>	<b>\$238,007</b>	<b>\$129,125</b>	<b>\$3,606,308</b>	<b>\$3,973,441</b>	<b>3,973,440.70</b>	<b>125.32</b>	
<b>LABOR BURDEN:</b>	43.5%			<b>\$103,533</b>	<b>103,533.19</b>	<b>3.27</b>	
<b>SALES TAX:</b>		6.50%		<b>\$8,393</b>	<b>8,393.13</b>	<b>0.26</b>	
<b>SUB GUARD:</b>			0.75%	<b>\$27,047</b>	<b>27,047.31</b>	<b>0.85</b>	
<b>01440 BUILDING PERMIT:</b>				<b>\$0</b>	<b>0.00</b>	<b>0.00</b>	
<b>CONTINGENCY:</b>			5.00%	<b>\$205,621</b>	<b>205,620.72</b>	<b>6.49</b>	
<b>INSURANCE:</b>			1.08%	<b>\$51,298</b>	<b>51,298.26</b>	<b>1.62</b>	
<b>Ohio CAT tax</b>			0.26%	<b>\$0</b>	<b>0.00</b>	<b>0.00</b>	
					<b>0.00</b>	<b>0.00</b>	
<b>OVERHEAD:</b>			5.00%	<b>\$218,467</b>	<b>218,466.67</b>	<b>6.89</b>	
<b>PROFIT:</b>			3.00%	<b>\$137,634</b>	<b>137,634.00</b>	<b>4.34</b>	

<b>TOTAL BUILDING COST</b>	<b>\$4,725,434</b>	<b>4,725,433.97</b>	<b>149.04</b>	
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CONTRACT TOTALS							
<b>TOTALS (gc,site,bldg):</b>	<b>\$264,453</b>	<b>\$129,250</b>	<b>\$3,856,804</b>	<b>\$4,250,507</b>	<b>4,250,507.06</b>	<b>134.06</b>	
<b>LABOR BURDEN</b>	43.5%			<b>\$115,037</b>	<b>115,036.88</b>	<b>3.63</b>	
<b>SALES TAX</b>		6.50%		<b>\$8,401</b>	<b>8,401.25</b>	<b>0.26</b>	
<b>SUB GUARD:</b>			0.75%	<b>\$28,926</b>	<b>28,926.03</b>	<b>0.91</b>	
<b>BUILDING PERMITS</b>				<b>\$0</b>	<b>0.00</b>	<b>0.00</b>	
<b>CONTINGENCY</b>		5.00%		<b>\$220,144</b>	<b>220,143.56</b>	<b>6.94</b>	
<b>INSURANCE:</b>		1.08%		<b>\$54,921</b>	<b>54,921.42</b>	<b>1.73</b>	
<b>Ohio CAT Tax</b>		0.26%		<b>\$0</b>	<b>0.00</b>	<b>0.00</b>	
					<b>0.00</b>	<b>0.00</b>	
<b>Site Design Guard</b>		0.00%		<b>\$0</b>	<b>0.00</b>	<b>0.00</b>	
<b>P &amp; P BOND</b>		0.97%		<b>\$53,417</b>	<b>53,416.61</b>	<b>1.68</b>	
<b>OVERHEAD</b>		5.00%		<b>\$233,897</b>	<b>233,896.81</b>	<b>7.38</b>	ROSD
<b>PROFIT</b>		3.00%		<b>\$147,355</b>	<b>147,354.99</b>	<b>4.65</b>	2.46

<b>BASE BID</b>	<b>\$5,112,605</b>	<b>5,112,604.61</b>	<b>161.25</b>	
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## OUTLINE SCOPE OF WORK

**WINTER PARK LIBRARY RENOVATION**  
**Winter Park, FL**

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*The following list of items is intended to define the scope of work included in the proposal.*

### **PROJECT SUMMARY**

The Winter Park Library Renovation project consists of demolishing all of the interior walls, non-load-bearing exterior walls, windows, doors, and finishes down to the building's existing structure. Key MEP infrastructure, services, and select equipment will remain in place. The existing building's overall square footage will remain at 31,706 (approximate).

#### **Utilities & Site work**

1. Demolition of site items is included as required.
2. Includes all anticipated erosion control measures.
3. All wet and dry utilities will remain to service the newly renovated building.
4. Asphalt modifications and repairs to the existing parking lot are included as needed. New parking lot striping is included as required.
5. New concrete sidewalks and curbing are included.
6. New patios, site seat walls, and landscape walls are included.
7. New site and landscape lighting is included.
8. An allowance is included for a new decorative fountain, art piece, and/or entry feature. Refer to Allowances.
9. A new Landscape and irrigation package is included. Refer to Allowances.
10. A new monument / property sign is included. Refer to Allowances.

#### **Concrete**

1. The existing concrete foundations, columns, and slabs will be reused wherever possible.
2. Modifications to the concrete structure are included as required to accommodate the new floor plans.
3. The circular hole in the 2<sup>nd</sup> floor slab from the original 'tree' will be filled in via steel and concrete.
4. Major repairs to the existing structure have not been anticipated or included.

#### **Masonry**

1. New masonry work will be accomplished with standard 8" gray CMU block.
2. A new exterior brick façade is included.

#### **Steel / Metals**

1. Structural and miscellaneous steel is included as needed.
2. New painted steel tube handrails are included in the stairwells.

#### **Lumber / Rough Carpentry**

1. All necessary blocking for handrails, cabinets, grab bars, etc. is included.

#### **Finish Carpentry**

1. Install all cabinets, countertops, and built-in casework in the common areas.
2. Install cabinets and countertops in employee lounge.
3. Install ADA vanities and countertops in the bathrooms.
4. Install 4" wood baseboards in common areas.
5. Install 5" wood crown molding in the lobby / entry areas.



6. Install and properly adjust all new doors and hardware.
7. Install all bathroom accessories (toilet tissue holders, towel bars, mirrors, and grab bars).
8. Install all cultured marble window sills with rounded edge.
9. Install 2¼" wood casing at door jambs.
10. Standing and running wood trim will be paint grade wood.

#### **Cabinets and Countertops**

1. All cabinets are to be manufactured units with plywood boxes and wood panel doors.
2. All countertops are to be a solid surface with integral or undermount bowls.
3. Back of house and support areas will have MDF boxes with wood or PLAM boxes and PLAM countertops.

#### **Waterproofing**

1. Includes all necessary caulking to provide a watertight building envelope.

#### **Insulation**

1. Install 1" rigid board insulation at all exterior CMU walls.
2. Install R-11 batt insulation in the framed walls of the offices, gathering / study rooms, bathrooms, and corridor walls for sound control.

#### **Roofing**

1. Necessary repairs will be made to the roof as a result of construction activities.
2. Provide and install new roofing metal and accessories.
3. Provide and install all required flashing for roofing penetrations.

#### **Doors, Frames, and Hardware**

1. The main entry doors are to be full-light hinged aluminum storefront doors with automatic opener.
2. All other doors and hardware are included as Legacy doors:
  - i. **Office / Interior Room Doors:** 16 ga knockdown HM frame with prefinished solid core wood door machined for 4 hinges.
  - ii. **Bathroom Doors:** 16 ga knockdown HM frame with prefinished solid core wood door machined for 4 hinges.
  - iii. **Janitor, Laundry, Mechanical, Storage Rooms:** 16 ga knock down HM frame with prefinished solid core wood door
  - iv. **Misc. Public Areas and Offices:** 16 ga. Knock down HM frame with prefinished solid core wood door machined for 3 hinges. Vision kits included as necessary.
3. Door hardware for all interior doors to be commercial grade Cal Royal, PDQ or equal.
4. A folding partition / movable wall is included to create flex-space.

#### **Glass and Glazing**

1. The main entry door glazing will be low-e clear glass.
2. An auto opening door is included at the main entrance.





3. Interior glazing including door light kits, office / study room windows, vision kits and sidelights are included.

#### **Exterior Windows**

1. New fixed aluminum framed windows with low-e glazing by Kawneer or similar are included.

#### **Stucco and Exterior Trim**

1. A standard 2 coat stucco system will be applied directly onto substrates scheduled to receive stucco (limited areas). Stucco installed on sheathed substrates will receive wire mesh lath.
2. Exterior 3lb density foam accent trim at the doors, window, etc is included.

#### **Drywall, Metal Framing, and Acoustical Ceilings**

1. All drywall to be 5/8" Type X drywall.
2. Includes hanging and finishing of all walls and ceilings; walls and ceilings to receive an orange peel texture.
3. All walls will be finished to a level 4.
4. Plumbing and wet walls will receive moisture resistant drywall.
5. Provide and install all fire wall assemblies required.
6. Includes drywall and 2'x2' acoustical ceilings in the common areas and all offices.
7. 20 gauge metal studs will be used for all framed walls, ceilings, and soffits.

#### **Flooring**

1. Provide and install glue-down commercial carpet in corridors and circulation areas. Refer to Allowances.
2. Ceramic floor and wall tile will be installed in the common bathrooms.
3. Ceramic tile will be installed in the Lobby area.
4. Janitor closets, mechanical rooms, and storage rooms are to be sealed concrete or VCT flooring on the 1<sup>st</sup> floor.
5. Includes Johnsonite 4" rubber base in all back of house areas.
6. Stairs will receive vinyl treads and risers.

#### **Painting & Wallcovering**

1. Interior paint to be Sherwin Williams eggshell latex paint, or equal.
2. Includes one coat of primer and two finish coats.
3. All interior wood trim will be painted semi-gloss.
4. Exterior stuccoed and foam surfaces will be primed and painted with an acrylic paint system.

#### **Bathroom Accessories**

1. All bath accessories manufactured by Franklin Brass, Bradley or similar.
2. Provide toilet paper holders as required.
3. Provide unframed mirrors in each bathroom.
4. Provide grab bars in ADA units per code
5. Provide toilet tissue holder, mirrors, soap dispenser, sanitary napkin disposal as required in the public restrooms.





6. Provide plastic laminate bathroom partitions and hardware

**Specialties**

1. Provide fire extinguishers and cabinets per code.
2. Provide access panels.

**Appliances**

1. A full size refrigerator, a dishwasher, and a microwave are included Employee Break Room.

**Specialty Equipment**

1. An allowance has been included for Bistro-type equipment. Refer to Allowances.

**Conveyance Systems**

1. Install a new elevator cab with new finishes. The existing shaft, structure, main equipment, and electronics will remain.
2. A dumbwaiter is included for book transportation between floors.

**Plumbing**

1. Demolition of the existing plumbing system is included in order to accommodate the new floor plans.
2. Plumbing system will consist of a central water heater.
3. Plumbing distribution system will use CPVC and PEX everywhere code allows.
4. Piping will be uninsulated where code allows.
5. The building is expected to have one water meter.
6. Sanitary piping will be schedule 40 PVC.
7. Includes 2lb gas piping required by the mechanical equipment.
8. Provide and install new commercial grade plumbing fixtures including lavatory faucets, water closets, and sinks.

**Fire Protection**

1. Rework and modifications to the existing fire sprinkler head locations are included. The existing service and main lines will be reused.

**Heating, Ventilation, Air Conditioning**

1. The existing HVAC equipment appears to be in good working order and will remain.
2. All new ductwork is included.
3. All filtration requirements are included.
4. Provide and install new ductwork, dampers, architectural diffusers, etc. required for a complete working system.
5. Includes all exhaust piping and equipment as required for the bathrooms.



**Electric**

1. The existing electrical service into the building will be reused.
2. The main switchgear will be reused wherever possible.
3. All cabling to be MC cable; low voltage will be free wired where possible.
4. Provide electrical hook-up for required items installed by other trades.
5. Provide all exit and emergency lights as required per code.
6. Provide all new outlets and connectivity points throughout the building.
7. Provide GFCI outlets where required by code.
8. Provide and install high-efficiency commercial grade light fixtures.
9. All appliances to be electric.
10. The existing fire alarm system will be modified to accommodate the new floor plans.
11. Includes all pre-wiring required for phone, TV, and data.
12. A new access control and CCTV system is included.
13. An allowance as been included for new Library-specified systems. Refer to Allowances.



## CLARIFICATIONS

**WINTER PARK LIBRARY RENOVATION**  
**Winter Park, FL**

**May 02, 2014**  
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*This budget proposal is based on the following clarifications:*

1. This budget proposal is based upon construction costs in today's dollar values with an anticipated start by January 2015. When more complete drawings are available, we will competitively bid that set of drawings with a large pool subcontractors.
2. Please note this budget proposal is based on reaching mutually agreeable terms and conditions included in the AIA Lump Sum Agreement between Owner and Contractor.



## ALLOWANCES

**WINTER PARK LIBRARY RENOVATION**  
**Winter Park, FL**

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*The following allowances are included in this budget proposal:*

1. Fountain / Art / Entry Feature .....	\$ 20,000
2. New Landscape and Irrigation.....	\$ 65,000
3. New Property / Monument Sign .....	\$ 20,000
4. Commercial Carpet (L&M) .....	\$ 37.50 / SY
5. Bistro Equipment.....	\$ 25,000
6. Electrical Light Fixtures .....	\$ 250,000
7. Specialty Low Voltage Systems .....	\$ 75,000



## EXCLUSIONS

**WINTER PARK LIBRARY RENOVATION**  
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*The items listed below have been excluded from this budget proposal:*

1. Builder's Risk insurance policy and deductibles
2. Cost certification
3. Building permit fees
4. Prevailing wages, MBE/WBE set-asides, and/or Union workforce requirements
5. Architectural, structural, kitchen, or civil design fees
6. Inspection, tap, usage, EPA, or any other government or utility fee
7. Changes made by governmental authorities
8. Utility company impact and connection fees (electric, cable, telephone, gas, etc.)
9. Unforeseen conditions including unfavorable structural or soil conditions
10. Environmental testing or abatement
11. Fixtures, furniture, or equipment
12. Specialty equipment, televisions, or computers
13. Temporary library spaces or buildings
14. Removal or transportation of the existing books, furniture, etc



## DOCUMENT LIST

**WINTER PARK LIBRARY RENOVATION**  
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*This budget proposal is based upon the following documents*

<b>PLAN SHEET</b>	<b>DESCRIPTION</b>	<b>PLAN DATE</b>
Various	Original Building Plans by Duer & Butler	11/08/1977
Various	Renovation Building Plans by C.T. HSU & Assoc.	08/15/1994
	Current Condition Report by Shawn Shaffer, received:	03/28/2014

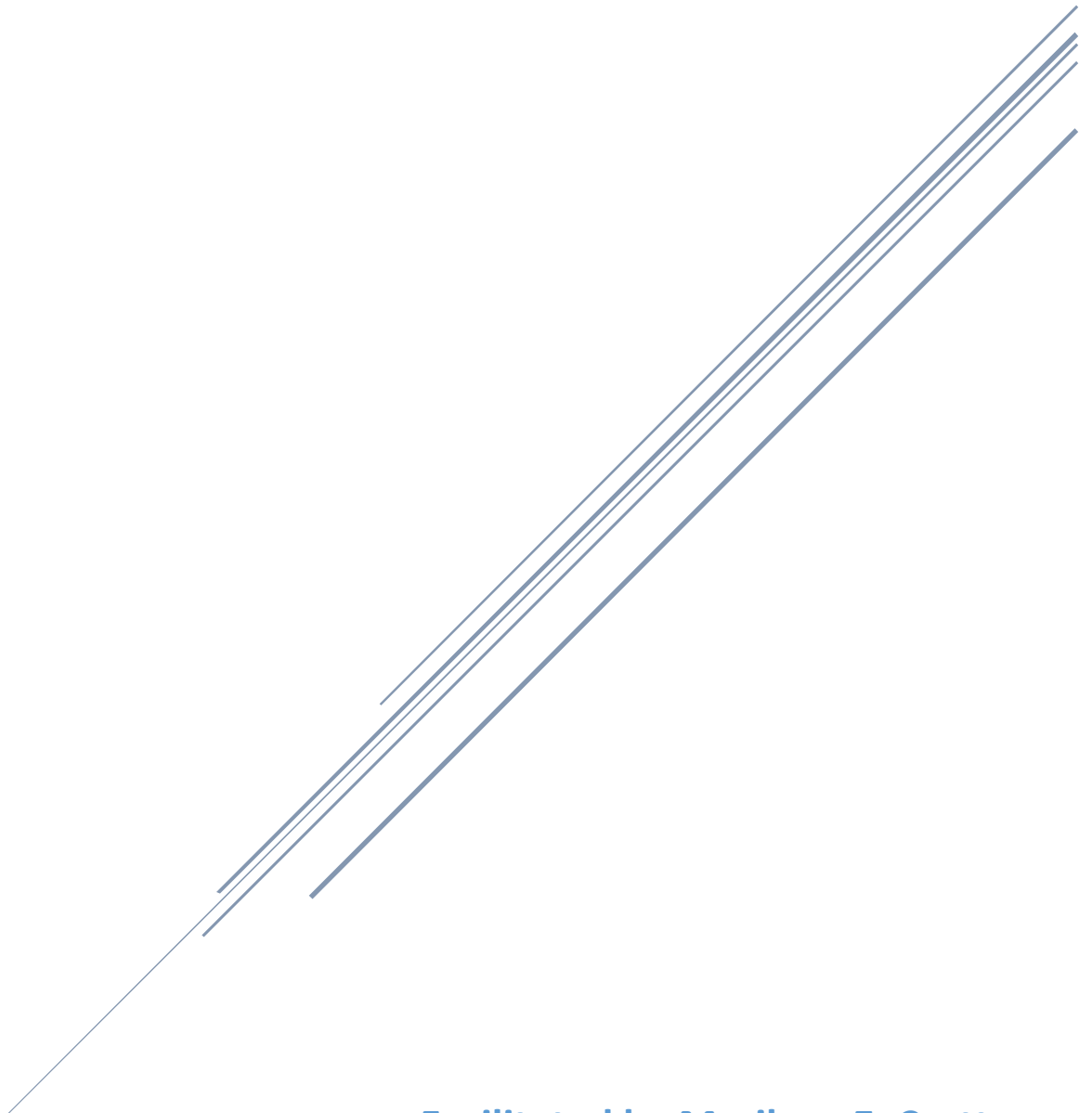


## **Appendix E:**

Report from September 17 public forum

# COMMUNITY FORUM WINTER PARK PUBLIC LIBRARY

**SEPTEMBER 17, 2014**



**Facilitated by Marilyn E. Crotty**  
UCF Institute of Government

## **INTRODUCTION**

The Winter Park Public Library formed a Facility Task Force to explore and make recommendation for the future building, services, and programs the library should consider as it plans to accommodate the needs of Winter Park residents. In order to gain a greater understanding of the ideas and desires of the public, the Task Force held a Community Forum on Wednesday, September 17, 2014 at the Winter Park Women's Club. Approximately 70 people attended the workshop that was facilitated by Ms. Marilyn E. Crotty, director of the Florida Institute of Government at the University of Central Florida.

Sam Stark, Chair of the Facility Task Force, welcomed the attendees explained the role of the Task Force, and introduced the members who were present, Following this, Shawn Shaffer, Executive Director of the Library presented some facts and figures about the current operation and highlighted possibilities for the library in the future.

Ms. Crotty then divided the participants into eight small groups and posed a series of questions to them. The forum concluded with a presentation by the ACi, a community development and design firm, about possible sites for a new or enlarged library. Sam Stark thanked the attendees for participating and closed the program with information on the next steps the Task Force will be taking.

This report is a summary of the discussions and conclusions of the participants.

*The first question posed to the participants addressed the current use of the library and generated long lists from each group that are included in Appendix A. Below is a compilation of the uses with the number in parentheses indicating how many of the 8 discussions groups identified this item.*

**How do you presently use the library?**

Books (7)  
E-Books (7)  
Movies/DVDs (7)  
Book Store (7)  
Children's Programs (6)  
Café (6)  
Voting (6)  
Magazines (5)  
Events (5)  
Videos (4)  
Classes (4)  
Art Exhibits (4)  
History of Winter Park (4)  
Quiet place (4)  
Computer Services (4)  
Teen Advisory Board  
CDs (3)  
Audio Books (3)  
Bicycle Rental (3)  
Meeting facilities (3)  
Tutoring/test prep (3)  
Reference/research (2)  
Homework (2)  
Volunteering (2)  
Grandchildren (2)  
Newspapers (2)  
Group projects/project space (2)  
Seeking knowledge (2)  
Teens (1)  
Tax preparation (1)  
Donate Books (1)  
Connection with other libraries (1)  
On-line language (1)  
Office (1)  
Escape (1)  
Boat decals (1)  
Music (1)  
Socializing (1)  
Community Service Saturday (1)  
Raise money (1)

Open to all (1)  
3<sup>rd</sup> Floor projects (1)  
Reading (1)  
Adult literacy (1)  
Knitters (1)  
Library Board (1)  
Valedictorian Banquet (1)  
Tenant uses (1)  
New Leaf (1)  
On line when on vacation (1)  
News releases (1)

*The second question focused on future uses of the library.*

**In thinking about the library of the future, please identify what it will look like and what services you think are important for the library to provide.**

*There was no shortage of ideas discussed, however they primarily fell into five categories: the building, technology, services, programs, and partnerships. While there is certainly overlap in many of the suggestions made, they have been organized into the above categories with the number of groups that included the idea shown in parentheses after the item. There is also a sixth category, miscellaneous, for ideas that did not fit into the other five. A complete list of each groups' ideas is found in Appendix B.*

**Building:**

Flexible space (7)  
A variety of meeting space (5)  
Civic space (5)  
Kitchen (5)  
Soundproof, quiet (3)  
Larger coffee shop, café (4)  
Multi-purpose, share with other organizations (3)  
Collaboration space (3)  
Keep unique Winter Park – architecture, fountain (2)  
Study room (2)  
Space for children (2)  
Venue options – more, affordable (2)  
Outdoor green space (2)  
Outside views (1)  
Distributed location (1)  
Event rental space (1)  
Space for different ages (1)  
Energy efficient (1)  
Better bathrooms, meeting space, parking (1)  
Recording space (1)

Building doors (1)  
Sleep station (1)  
Movie space – indoor and outdoor (1)  
Reading section (1)  
Bookstore (1)  
Open space (1)  
Tech space (1)  
Lending space (1)  
Satellite at Winter Park Village (1)  
Stand alone (1)

**Technology:**

Technology devices – computers, readers, printers, phones (4)  
Access 24/7 – downloads (2)  
Technology resource (2)  
Education on Web – collaboration learning (1)  
On-line forms assistance (1)

**Services:**

Maker space – hands on (4)  
Civic service center – government forms, regulations (2)  
Special needs services – visually impaired (2)  
Continue current services and programs (1)  
Apply for jobs (1)  
Business services (1)  
Tutoring/homework (1)  
Mentoring 0 intergenerational (1)  
Daycare – seniors, children (1)  
Social service information (1)  
Protection of rare books (1)  
Archive for nonfiction books (1)  
Information center, regardless of form (1)

**Programs:**

Performances (5)  
Art displays, checkout art (4)  
Physical activity, exercise (2)  
Senior programs (2)  
Small business incubator (2)  
Educational programs (2)  
Genealogy section  
Mini-Full Sail (1)  
Musical resource (1)  
History reservoir (1)  
Crafts and hobbies (1)  
Health and wellness (1)  
Changing exhibits (1)  
Something for all socio-economic groups (1)

**Partnerships (7)**

Winter Park Historical Society (4)  
Winter Park Playhouse (2)  
Rollins (3)  
Full Sail (2)  
Post office, Fed X (2)  
Collaboration with schools (1)  
Teachers (1)  
Partner with colleges and universities (1)  
Bach of House (1)  
Artist studios (1)  
Winter Park Health Foundation (1)  
Mead Gardens (1)  
Winter Park Community Center (2)  
Winter Park Civic Center (1)  
Winter Park Towers (1)  
Mayflower (1)  
Publix (1)  
New residential unit (1)  
Retail partnership (1)

**Miscellaneous:**

More promotion of services; publish schedule of classes, events, etc. (2)  
Walkability (1)  
Visit with friends, community (1)  
Interact with books you don't have at home (1)  
A Winter Park destination (1)  
Crowd sourcing place (1)  
Experience, service (1)  
Transportation to library (1)  
Human library (1)  
Modeled after Salt Lake City (1)



*The final task assigned to each small group was to prioritize their ideas and select the 3 most important things the library should provide. Each groups' choices are listed below. Some of the groups had difficulty limiting their selection to three.*

**Select the top three services the Winter Park Public Library of the future should provide**

**Group #1**

24/7 access

Education – maker spaces (crafts/culture/language/music)

Soundproof/flex space

**Group #2**

Streamlined internet access

Self-improvement resource

Creativity hub

**Group #3**

Books

Access to technology

Hands on learning

Adult education and career services

**Group #4**

Architecturally fit in with Winter Park

A variety of meeting spaces

Enhanced technology with space adaptable to future needs

**Group #5**

Information center (all forms)

Flexible space

Cultural hub with partnerships

**Group #6**

Maker/creative space – collaborative meeting

Lots of light; indoor/outdoor; flexible

Daycare seniors/kids - learning center

Quiet tranquility (sleep stations)

Partners

**Group #7**

Ability to check out materials (Books, CDs, Audiobooks, DVDs, tablet)

Community space (meeting rooms, quiet space, bookstore)

Education (instructional, emphasis on children)

**Group #8**  
Children  
Technology  
Lifelong learning

*There appears to be a great deal of agreement on the priorities the participants identified for the Winter Park Public Library as it moves into the future:*

- 1. The provision of education/information for all ages**
- 2. A building with flexible space**
- 3. Access to technology**
- 4. Partnerships for collaboration and creativity**

*Two of the groups shared quotes or themes they felt described the Winter Park Public Library of the Future:*

A library should be...

The cathedral for the mind, the hospital for the soul, and the theme park for the imagination!

Always be a center of education and “center of the community”

Town center

Winter Park’s living room!

## APPENDIX A

*Responses from each group to question 1- How do you currently use the library?*

### **Group #1**

Videos  
Taxes (forms, tax prep free)  
Grandchildren  
Events  
Class  
Volunteer requirement  
Magazines  
Donate books (pay it forward)  
Bookstore (gifts)

### **Group #2**

Borrow books  
Read periodicals  
E-books  
Educational programs  
Vote  
Buy books at store  
Go think/quiet time/space  
Drink coffee  
Kids' storytelling  
Movie rental  
See Art Festival collections  
Bike rental  
Community program/speakers

### **Group #3**

Bookstore  
Borrow books and E-books, CDs, movies, magazines  
Early voting  
Eat at Beverly's  
Computer services  
Bikes  
Research  
Homework/study  
Test prep  
Winter Park History webpage  
Connection to other libraries  
Children's programs  
Meeting facilities  
View artwork  
Programming/speakers  
IPad lessons

**Group #4**

Check out books, videos, audio books, DVDs CDs  
Volunteer forum  
Teen advisory  
Bookstore  
Coffee shop  
Kids programs  
Classes  
Voting place  
Quiet place to stay  
Tutoring  
Meeting space  
Art from Art Festival  
E-books  
Quiet space for study and research  
Printers available  
Online language

**Group #5**

Office  
Books  
Escape  
Magazine  
Papers  
Children  
Teens  
DVDs  
Boat decals  
Voting  
Teen Advisory Board  
Debates  
Quiet space  
Used book store  
History archives  
Music  
Lunch  
Coffee  
Tutoring  
Project space  
Bikes  
Events

**Group #6**

Group projects  
Socializing  
Community service Saturday  
Raise funds  
Open to all  
Homework  
3<sup>rd</sup> Floor projects  
Children's area  
    Story time  
    Open play  
    Book/video/DVDs  
    Family  
Family Center  
    Adults seeking knowledge  
    Cook books  
    Reading  
    3<sup>rd</sup> Floor art and architecture  
    Download books  
    Take classes  
    Quiet time  
    Voting  
    Bookstore meetings  
    Library board  
    Valedictorian Banquet  
    Knitters  
    Adult literacy  
Reference  
    Historical resources

**Group #7**

Books, videos, movies, games  
Granddaughter, children  
Tenant uses  
New leaf  
Get questions answered  
Computer classes  
Audio books  
Online E-books when on vacation

**Group #8**

Vote  
Books  
E-books  
Newspaper  
News release

Meeting space  
Café  
Children's room  
Movies  
Magazines  
CDs  
Winter Park history  
Art  
Audiobooks  
Reference  
Online data  
Bookstore – volunteer

## **APPENDIX B**

*Responses from each group to question 2- In thinking about the library of the future, please identify what it will look like and what services you think are important for the library to provide. Two parts to this question were included: a. Should there be a library with retail/community partnerships? b. How about a library with an enlarged Civic Center component?*

### **Group #1**

Distributed locations  
Continue what we do so well  
24/7 – access/downloads  
Kitchen – diet/healing  
Connected to schools for collaboration on projects  
Flexible space (walls)  
Published schedule of classes/events to multiple formats (newspaper)  
Larger meeting space  
Maker space (use hands-on, try)  
New crafts and hobby space (teaching cameras)  
Exposure to crafts and hobbies, cultures (guitar)  
Soundproof and quiet  
A place where you can find a device (phone, computer, reader, printer)  
Online forms assistance – applications  
Apply for a job – technology  
Walkability  
Partnerships – café, historical society, playhouse, school  
Civic space

### **Group #2**

More senior programs  
Exercise  
Educational programs  
Health and wellness (quick service)  
Technology resource center (expertise)

Theatre – space, learning, performance  
Business services  
Small business incubator  
Event rental space  
Civic service center (place for public to access government forms, registrations, etc.)  
Museums, science center, historical

### **Group #3**

Visit with friends/sense of community  
Business incubation  
Flexibility and availability of space  
Variety of events, classes, presentations, experiences,  
Exhibits – changing  
Low cost public space available to public with computer technology provided by library  
Space for different age groups (youth, children, senior, etc.)  
Multi-purpose sharing with other organizations  
Venue options  
Services for visually impaired and aging  
Tutoring and homework help centers  
Keep uniqueness of Winter Park  
Interact with books you don't have at home  
Private rooms/soundproof  
Partnerships good if enhance experience of library  
Access to social services information  
Not overlap with existing venue space but offer more and affordable

### **Group #4**

Architecturally fit in with Winter Park fountain – better bathrooms, meeting space, parking, better coffee shop, etc.  
Some small, cozy meeting spaces also large....variety of size (multiple meeting rooms, work space, children's space)  
More computers – enhance technology, maker space, book printer  
Outside views, light, connect to nature  
Protection for valuable, rare books  
Genealogy section  
Modular, adaptable to future needs electrical, etc.  
Energy efficient, sustainable  
More promotion of services  
Kitchen for meetings  
Coffee shop  
Work with existing Civic Center, Community Center, Rollins  
Archive for nonfiction books

### **Group #5**

Information center (regardless of form)



Green space (outdoor activities – sort of like college campus)  
Winter Park destination  
Food/drink facility  
Flexible  
Something for all socio-economic groups  
Library/historical society  
Cultural center  
Technology device center  
Recording space  
Art displays  
Civic central/library combo  
Library/postal/FedEx/UPS  
Partnership with Rollins, Valencia, UCF, Full Sail

### **Group #6**

Exhibit space  
Multi-purpose  
24/7  
Collaboration space – group interaction  
Demo kitchen, cross ages with café  
Technology  
    Changeable  
    Keeping ahead, flexibility  
    Raised floor  
Maker Space  
    Media  
    3D Print  
    Final cut videos  
Teachers  
Mentoring/intergenerational  
Mini Full Sail  
Collaboration  
Building doors  
Public input space – hi-tech vote  
Crowd sourcing place  
    Lots of light  
    Flexible/changeable  
    Seasonal  
    Park trees  
Musical resource  
Performance  
    Study/quiet (quiet, tranquil spaces)  
    Soundproof rooms  
    Sound curtains  
    Outside stage  
    Sleep station - \$5 per hour

- Art – check out
- Education on the web – collaboration learning
- Movie space – indoor/outdoor
- Physical activity
  - Rock climbing wall
  - Exercises – gym
  - Playground – indoor/outdoor
- Partners
  - Winter Park Historical Society
  - Café – Barney’s
  - Winter Park Playhouse
  - Rollins College
  - Full Sail
  - Bach of House (technology)
  - Artist studio
  - WPHF
  - Mead Garden
  - Winter Park Community Center
  - Special needs requirements
  - “Create and Appreciate”
  - Winter Park Towers
  - Mayflower
  - New residential unit
- Daycare for kids/seniors – learning center
- Civic center component
  - Conference
  - Meetings
  - Theatre
  - Performing arts center – 4,000 seats
  - Weddings
  - Community

### **Group #7**

- Experience, service
- Reservoir of local history
  - Reference
  - Display
- Partner with other organizations
- Movable walls
- Space for children - attractive, encouraging, educational, bridge digital divide
- Reading section - national news
- Bookstore – space
  - Affordable to use – used books
  - Recycle books from library collection
  - Parking space
- Community gathering place (3<sup>rd</sup> place)

Open feeling, customer service, personnel, volunteer  
Study room: dedicated, quiet  
Meeting space – need for other spaces  
Retail partnership – larger gathering space  
Collaborate in building and with other organizations  
Place to meet after school  
T.A.B. large group meeting  
T.A.B. small group meeting  
Transportation - access to get to library  
Retail community partnership  
    Kitchen facility  
        Teens learn - i.e. nutrition  
        Nutritional meals  
        Senior eating – affordable  
Partner with Publix – kitchen/ aprons (cooking school)  
Satellite library at Winter Park Village  
    Kiosk  
    Wi-Fi  
    Reference section  
Partner within library facility  
    Theatre  
    Civic center  
    Education – more civic knowledge of government, civic responsibility  
    Collaborative information space, debate forum

### **Group #8**

Bigger café  
More open space  
Tech – more space  
Huge young people spaces  
Quiet, small learning spaces  
Medium meeting spaces  
Performance space  
Flexible space  
Lending spaces  
Human library  
Kitchen  
Maker space  
Retail post office  
Salt Lake City libe  
Shipping center (FedEx)  
Theatre space  
Stand-alone libe  
Art gallery

## **Appendix F:**

**"Considerations for the Future of the  
Winter Park Public Library" by Chip Weston**

## **Winter Park Library October 2014**

Chip Weston October 22, 2014

### *Considerations for the future of the Library*

#### **Opportunities:**

- Lifelong education
- Civic engagement
- Community interactivity
- Access to multimodal transportation for all ages
- Robust digital delivery of library services for all ages
- Support for volunteerism
- Support for mentor networks
- Job and skill retraining
- Environmental sustainability through education and demonstration
- Global communications center
- Activated community space to enhance the civic core
- The first place to come to learn about the next best...
- On-going forums through local and regional partnerships
- Digital theater with hi res audio and video viewing in an acoustically balanced room
- Community driven and orchestrated multi-format and multi-channel content creation and distribution
- Minimizing operational expenses through design and cost sharing
- Aggregate, protect and expand WP history collections

#### **Cultural Consideration:**

For many years, the Winter Park Sidewalk Art Festival has been rated as one of the top in the country. This year it is rated as #5.

<http://www.wpsaf.org/news/Best200.html>

The Festival's Best of Show is one of the top prize awards in the United States and those pieces are purchased and given to the City by the Art Festival Committee and currently shown at the Library. An important consideration for the new Library is the best way to sequentially showcase the existing collection and have room for the future expansion of the collection. If shown properly with appropriate

history of the show and didactics for each piece, the collection can attract thousands of viewers each year. A video could be created with the history of the show that would include a self-guided walking tour of the collection. The posters from each year are also given to the City each year should be considered as part of the entire collection. It would be worth considering completing the collection and archiving existing pieces in suitable frames for the walls of the new Library. Those costs should be considered in the overall capital campaign and for on going operations to maintain the collection. If there is not room, then a large digital looping video display could showcase the posters.

Winter Park has, historically, been home to many of the top artists in the region. It makes sense to have a state-of-the-art gallery in the new Library that can be changed on a monthly basis as a way to showcase local talent and build a sense of the cultural community. If there is room, the Library could also provide rentable studio space for working artists. These artists could provide workshops as part of their contract. Ten to twelve art studios could fit in 2000 square feet and modest rent could easily cover all associated costs. Ideally, the gallery would be adjacent to a performance stage.

The history of Winter Park and its citizens could also be displayed on the walls and through video displays. Sequential display of the art and the history will help move guests through most of the library and give them the possibility of encountering other people, services, programs and information.

There is a dearth of performance space in Winter Park yet we have over 50 local cultural organizations that could provide hundreds of hours of entertainment for our citizens each year. A performance space that conjoined with a large community room, gallery and opened on an outdoor terrace could be utilized for many different types of activities. It could also be attached to a catering kitchen and have a separate entrance so that it could be opened after library hours. It could also function as a movie/video theater. This type of flexible community space should be relatively future proof and viable for public activates for decades to come. It can be designed for theater and dance and also function as educational, teleconference, and multi-screen interactive facilities no matter what type of interfaces

become the norm for the “connected” library of the future. Rental of the space will offset operational costs.

Cultural tourism is very important to our economy so the Library could work with the City and the Chamber of Commerce Welcome Center to showcase our history, culture, environment, entertainment, and calendar of events, shops, restaurants and attractions.

### **Virtual Library:**

The Library can begin to design an ideal interface for a virtual library that goes well beyond the existing web site. The virtual library should be published before the new Library is finished. These costs need to be built into the capital campaign and accounted for in ongoing operations. Our new Virtual WP Library can be more actively utilized than the physical space while driving visitors to the actual Library. While the new building is being designed and constructed, library patrons can utilize the virtual library. The self-help virtual library can also be accessed via kiosk interactive displays in ideal locations throughout the new facility such as the Welcome Center lobby, City Hall lobby, WP Community Center, Rollins library, WP Hospital, University Club, etc. Sponsors and/or benefactors could cover cost for the relatively inexpensive kiosks. The displays can be installed behind Plexiglas and interface can be through touch or motion so that keyboard and a mouse, which can easily break, can be eliminated.

The virtual library is capable of connecting people, 24 hours a day, throughout Winter Park and all over the world. Over time, we can develop collaboration stations with the ideal interface for each type of communication or group project. Best practices for just about anything you can imagine can be accessed by individuals or by a large group. With help from library staff, it would be easy to assemble a menu of best practices for all sorts of entities such as municipalities, small business, non-profits, etc. Library staff will be instrumental in facilitating the ongoing research and communications that will thrive through this type of interface.



## **Supporting local journalism:**

A serious concern that does not seem to be abating is the demise of journalism. Our Library can support local content creation, research, investigation and publication over multiple channels including print, Internet radio and TV. As newspapers and local media create less local and regional news, the Library could fill the void through mobilizing our citizens and partnerships with local organizations such as Rollins and Valencia. The Library can provide a neutral platform for the creation of locally relevant content and its distribution.

## **Sharing stations:**

If you expand on the sharing stations that now exist in many libraries and follow what the futurists are saying is possible through digital inventory and applications, then sharing stations will become popular in most cities. If you think about the different items such as underutilized tools, furniture, children's toys, educational materials, art work, electronics, bicycles, and other devices that many folks have that sit and gather dust and imagine how they can be utilized more efficiently, you quickly see the efficacy of sharing networks that are managed by the library. The library is a safe environment to handoff these items. Uber is an example of what is "coming quickly to a city near you." If there is warehouse space, it is likely that many items would be donated to the Library and then lent out as needed. This could greatly expand the existing sharing program. Items could also be rented for enough to cover the operational or maintenance costs. The need, size and durability (cost to maintain) and safety would need to be considered.

<http://www.impactlab.net/2014/06/06/what-the-consumer-will-look-like-in-2030/>

## **Supporting local business:**

It is likely that start ups, sole proprietors, entrepreneurs, and small businesses will step into to fill vacuums created by the rapidly changing business landscape as hundreds of old types of jobs are

eliminated due to outsourcing, robotics, animation, and other factors and efficiencies. Supporting startups with a business center in the Library is certainly worth considering. This could also foster partnerships with Crummer School of Business, Full Sail, UCF, Valencia, SCORE, and both large and small regional businesses.

[http://www.bizjournals.com/orlando/morning\\_call/2014/08/orlando-startups-driving-tech-as-region-s-second.html?ana=e\\_orl\\_rdup&s=newsletter&ed=2014-08-01&u=iHaEzPf7LISz25IMNvdTTeUimQG&t=1406903257](http://www.bizjournals.com/orlando/morning_call/2014/08/orlando-startups-driving-tech-as-region-s-second.html?ana=e_orl_rdup&s=newsletter&ed=2014-08-01&u=iHaEzPf7LISz25IMNvdTTeUimQG&t=1406903257)

### **The new building and grounds:**

The Library should have an adequate Porte-cochère and back-of-house covered area for ingress and egress that is protected from the elements. We can assume that outdoor automobile electrical charging stations will be necessary as well. Ideally, the library is next to multimodal connections that consider weather conditions. Solar panels over walkways are now used to provide shade and shelter from rain.

Active noise cancellation is maturing rapidly so it will be possible and affordable to create “movable” quiet zones and even areas where cell and WiFi devices will not work.

A small catering kitchen could host cooking classes and also support a café in the Library that spills out on to the Library grounds.

The way that we interface with our devices will go through many transformations so we need to be aware of what will emerge over the next decade that includes touch screen projection and customizable interfaces that work with eye movement, gestures, body language, voice, emotion, brain scans, etc. Our devices and public displays will know who we are so we can contemplate how to advantage that in positive ways.

It would be wonderful if the Library could showcase an automated indoor garden that harks back to the interior tree that was the symbol of the 1980 library.

The outside spaces, well conjoined with the inside of the Library's public forum areas and galleries, could provide beautiful new community spaces and event opportunities. If an interior public space adjoining the outdoor area could be locked off from the rest of the library, the outdoor space could increase its functionality farthing the value to the city of its partnership with the Library after the Library hours. Fire doors would probably be necessary by code.

### **To Do:**

Create a complete list of existing Library programs and rank them based on perceived value, use, operational costs, demographic segment engaged and cost (return on investment and return on engagement). We could see if other entities could provide our services more effectively or if they could partner in the services. Once we have a ranked list of potential programs, we could distribute a digital survey that goes out to all cardholders to confirm or modify our list. Such a survey could also prepare citizens for a referendum and let them know the need, value and benefits of a new library. We could then use the final list to evaluate the costs associated with the programs and services we want in the new library. This will help the City Commission in the final analysis of different sites, possible square footage, etc.

A list of all local assets and the primary public services they provide will be helpful to see if there are duplicate programs or services we could augment through partnerships. (University Club, Women's Club, Rollins, Crummer, Full Sail, Valencia, Museums, Chamber of Commerce, parks department, etc.)

A list of potential partners for future endeavors and a list of potential funding sources and their primary areas of interest will be helpful as we begin to build consensus.

Toward the middle of the process, we can postulate how many

services can be provided or enhanced in our new Virtual Library. The design and implementation of that aspect of the new Library is of critical importance and I hope that Full Sail with its global expertise in online education and user interface would help with that investigation and design.

**What is possible?** *The following is an aggregation of ideas from many different sources.*

### **The Future:**

*Next 2-5 years:*

Augmented Reality: (AR) is a term for a live direct or indirect view of a physical real-world environment whose elements are augmented by virtual computer-generated imagery. As a result, the technology functions by enhancing one's current perception of reality. Google Glass is an example. There soon will be hundreds of devices and applications that will use augmented reality.

Internet of Things: Connecting & linking not just computers, phones and tablets, but all of our devices through the cloud. Refrigerators, HVAC, remote-locking mechanisms, coffee makers, etc. We'll need ways to manage and utilize these networks of smart devices and objects that are in our homes and lives. Non-invasive and invasive medical monitors will be integrated into the Internet of everything. This will get complicated and threaten privacy on many levels but will be an opportunity for the Library to help our citizens and businesses leverage this powerful opportunity.

Updated and new devices: Many, if not most folks use their smart phones every day but do not use all the features that would provide benefit or efficiency. Seamless connectivity will link all of our devices including out TV, house, car, and office. The Library can help them maximize the value of these seamless networks.

Wireless Power and connectivity: We will be able to charge devices without cords or cables. Battery power will increase exponentially in efficiency. Many of the cables and outlets we now use will no longer

be necessary.

Online Media Content Aggregation: Many existing media models and content distribution networks will fail or be forced to change. Customization based in individual needs will emerge quickly; some for pay and some based on advertising. The Library could play a significant role in providing content to its citizens on a customizable basis. The dashboard for how we automate this important service will need to be determined and could be implemented through the virtual library. Such a dashboard, where patrons signup for only what they want automatically delivered to a specific device or their smart TV This alone could make the Library of critical value to its patrons.

The changing workforce: We are already seeing major changes in the workforce due to changing demographics, different types of communications, the cost of retaining workers, the cost of health care, the cost of entitlement programs, the loss of many different types of jobs and the creation of new types of employment. The library can play a major role in helping small and medium businesses and independent and flex workers, the needs of older workers normally retired, and work mentors. The Library can provide short-term high tech and global multi-channel communication office space accessible for limited times via library card and secure cloud storage.

<http://www.impactlab.net/2014/08/27/top-5-ways-the-workforce-will-change-in-the-next-5-years/>

### ***Next 5-7 years:***

A host of new and revolutionary materials such as graphene will become available for 3D printing of electronics and complicated devices.

Voice recognition will become much more effective and be built into all sorts of different things including security devices. The “audio-mining” of data and emotional profiling will become common.

Mobile Payments and Micro Payments will become ubiquitous and we will get used to “user fees” for just about anything related to

distributing digital information. Apple is well into this development.

Collaborative Online Education will be one of the most important potential uses of the new Library for lifelong learning and certification and will be available for all citizens and businesses. Eventually this will challenge many of our existing educational institutions and public education.

Our new Library can provide:

Team learning spaces

Parent student learning spaces

Access to the world's most effective teachers online

Access to mentor programs

Focus on jobs related to each learner's potential and skill set

Procurement station: help locating what you need at the best price and that supports the local community when possible

Local environmental education

3D activated and interactive map of Winter Park (know your community)

Entrepreneurial support station with access to local mentors, business expertise funding, etc.

Behavioral forecasting: Amazon, Google and many advertisers are already getting good at predicting our behavior. Prediction of mass movements and manipulation of trends using surveillance statistics will also emerge. How we protect patron data in the Library system will be of critical importance.

### ***Next 8 to 20 years:***

Wireless electricity will become ubiquitous and costs will be micropayment and advertising based.

3D and 4D printing will move into many organizations, homes and offices. This will include medical, chemical, pharmaceutical, and electronic items.

Massive broadband, such as Google fiber will finally expand to challenge many existing broadband providers. This will also further destabilize the major national TV content providers.

Driverless cars and trucks will become more common.

Machine learning will begin to become more effective than humans for many types of jobs and will begin to affect a host of different types of employment. This will also change the way computers are coded which will eventually have the potential to create a gulf between human machine interfaces.

Writing and typing as we have known it will face similar challenges that cursive writing has endured and will begin to atrophy for certain demographics. Keyboards will be eliminated for many different types of devices and interfaces.

Artificial Intelligence with self-learning systems will become ubiquitous and be embedded in almost all of our devices. AI will know our behavior better than we know ourselves. AI can also help us know ourselves more accurately and enhance our lives.

Smart houses and offices will become common: The Library can play a large role in helping the community set up these spaces: How to setup your smart house or office connected to the internet of things with access to secretarial services, research, collaboration portals, access to aggregated data, AI machine-driven learning, energy-saving applications, etc.

Aggregated maker temples that directly relate to the needs of Winter Park citizens, businesses and students. Realize that this will undermine some local retail.

Smart City Center: Our cities will begin to access and share best practices. The Library can be a partner in this network.

Smart Power: Many experts are predicting that Solar and batteries will quickly mature and be able to provide almost unlimited power in 14 years. Winter Park Power could plan for this so that our bonds are paid off and our citizens have the most efficient systems for our environment with a local grid that can function unilaterally.

Business model forecasting for disruptive technologies will lead to serious debates and challenge many local governments and businesses sustainability as well as tax base. Protecting Winter Park's ambiance, culture and livability will protect our tax base.

***Other forecasts for the next 10 to 30 years:***

Quantum computing, 3D and 4D printing of almost everything, month long batteries that auto charge, universal memory and applications, second generation machine learning, bio-robotics, utilization of dark silicon and macro networks, personalized massively online open courses, open intellectual property, natural bio-interfaces, global Internet of things, big medical data "privacy" issues, teaching computers, drone delivery, drone's monitor infrastructure, traffic, police, etc., local banks vs. smart commerce, peer to peer commerce cutting tax base, continuous and seamless non-invasive accurate medical monitoring...

AI becomes progressively smarter... forever?

Seamless connectivity expands to rural locations.

We become reliant on our personalized smart agents notifying us of anticipated tasks, activities, threats, opportunities and events. Ubiquitous Cloud Services and legal signatures become the standard so we rely less and less on personal storage such as written documents, CD, hard drive, jump drive, etc.

Continuous and seamless micro and macro payments for everything. User fees for everything: the meter is constantly running. Monitoring this meter will drastically modify our behavior and our politics.

Massive data of everything will use continuous artificial intelligence pattern analysis that will lead to ever more effective predictions as well as providing a growing machine-based "understanding" of emotion sentiment, and context. (This is already happening and will only become more accurate and effective.)



Boundaries between applications and devices and displays will become blurred and approach seamlessness.

The Internet of Everything will begin to use standardization that will allow inexpensive sensors placed in many different types of devices to compute in the device and send processed and aggregated data to a central processor in home, office, store, cloud, etc. This will increase effectiveness and could either protect or potentially eliminate privacy but will diminish the amount of data traveling through the cloud. This will be a huge political issue as government agencies seek ways to peer into the deep recesses of our homes and offices and minds.

Surveillance will become ubiquitous and learn where gaps are so they can be filled on the fly. AI will use continuous identity recognition verified through many different non-invasive sensors that include recognition via face, breath, gait, context, fingerprint, posture, clothing, hair, galvanic, heat, brain wave, friend, etc. The aggregation of this data will forecast probabilities that draw conclusions in real time and alert authorities, employers, parents, etc. These will be self-learning systems that will improve over time. How this data will be shared will create many different legal and business opportunities and challenges.

Business intelligence and massive data analysis will become a primary field and will become the foundation of business education. Consumer behavior will be predictive in the micro and the macro thus influencing manufacturing, inventories, logistics, fulfillment and financing. Global financial predictive algorithms will vie for supremacy and logistics and delivery of goods will become an ever more accurate science.

Deep personal data profiles will be used to pre qualify and predict. This will apply to anything that is legal and will push the moral, ethical, social, business, and legal gestalt. Businesses will know who is coming to them and predict their behavior and purchasing power. Schools will be able to predict the outcome for each student's educational path. Governments could use this information to predict which type of education will be effective for students at an early age

and what types of jobs will be needed when students are ready for employment.

Who will own and have access to data? The entrenchment of power through management of government through control of the cost of campaigning, courts and the press along with the growing gap between the super wealthy and the poor will drive tension and conflict and legal litigation. At the same time, enhancements in robotics, AI and globalization of labor will put many folks out of work or diminish their pay. The efficiencies of robotics will rise exponentially. The laws of diminishing returns will destabilize some business models and municipal tax bases that are not prepared or that have too much liability from non-diverse revenue sources, aging infrastructure and entitlements.

Hundreds of types of jobs can and will be replaced either partially or entirely by smart machines and robots. This includes professions such as doctors, lawyers and accountants. Synthetic biology, nano technology and artificial intelligence will begin to reach their potentials with deep and lasting implications for jobs in medicine, construction, design, education, software development, analysis, pharmacist, law, sales, production, management, etc. What effect will this have on the tax base? Smart machines could replace many types of government jobs. Government decisions that change on a short-term political basis will be challenged by those with more sustainable five, 20 and hundred year plans.

Collaborative technologies, proven best practices, real time efficacy, and global sourcing will change the nature and hierarchy of work. Data expertise will become mandatory and business models and business financing will undergo unprecedented levels of scrutiny that includes understanding real time profiles of decision makers and how they relate to each other within a business structure. Management will have access to massive data and challenge privacy from many different angles. Predictive analytics powered by AI engines will play a fundamental role in many areas including content creation and the stock and money markets.

Marketing will target individuals at the ideal time, place context and with customized messaging that is fine tuned in everyway for each

person's circumstance. Political campaigns will be able to tell everyone a slightly different story based on what resonates and causes emotional identity with the candidate or the issue. Brands will do the same. Jobs in cyber security will grow but will require new levels of ongoing certification. Open source will battle with closed networks in the marketplace, the political arena and in court.

Low to zero marginal cost economies will emerge through communities of scale. There are many positive aspects to these initiatives in terms of wisdom sharing and cost sharing over vast communities.

Financing will find many new ways to connect the barrower with the lender.

Companies such as Airbnb will connect existing real estate and products and services with those who need them cutting out existing middle men and brokers. This will begin to have a profound affect on real estate and lead to new models of ownership and leasing.

## **Privacy Rights**

Libraries may be the last bastions of privacy: Although controversial, the Library may play its greatest role in protecting its citizens' privacy. Our computers, tablets and smart phones are constantly telling those who want to know what we are doing, feeling, buying, with whom we are communicating, our search history, our medical state, etc. Soon our living room and bedroom smart TVs and cars will do the same. It could be that the Library may be the last place to interface with the Internet without giving your privacy away to the highest bidder, the government and, in some cases, the lowest common denominator.

The Internet, Google, Facebook and most of the rest of the search and social media are powered by data aggregation and advertising that places literally thousands of cookies in our personal devices. These small applications continuously mine our personal data and send that information back to their creators. "Worms" have taken over hundreds of thousands of computers that are used, without the knowledge of the owners, for all sorts of nefarious activity. Using

library search would be one way to keep our devices from peering eyes of and free of potentially damaging worms, cookies and other bugs designed to compromise our networks, data and privacy. A local library online search system could be used to protect our privacy and our devices. Libraries can help overcome the dangers of predictive search results while supporting privacy. Library as service provider in Winter Park: A robust system at the library and throughout the city on city-owned fiber could allow us to log on from our devices through the Library safely. It could also be highly profitable and could be possible when current ownership of content and distribution models fail. This system could deliver broadband Internet and even many of the channels currently available on cable and satellite TV providers. Library kiosks could expand the privacy terminals to other physical locations. The Library could even set up a secure access so we could log on to and search through it with impunity. We can use the existing Library Bill of Rights to better protect our selves and our community.

<http://www.ala.org/Template.cfm?Section=interpretations&Template=/ContentManagement/ContentDisplay.cfm&ContentID=132904>

We live in a time of great change and public libraries are in a position to guide their patrons through the astounding changes that are yet to come as artificial intelligence and the confluence of maturing technologies and social applications bring ever more potential and challenge to our daily lives. Our local libraries have both the opportunity and the obligation to become the forum for helping citizens and communities deal with the opportunities and challenges of the next decades.

### **Other references:**

The top six library issues—from the Amazon threat to the need for a national digital library endowment

<http://librarycity.org/?p=11172>

Younger Americans' Relationships with Public Libraries

<http://libraries.pewinternet.org>

## **Appendix G:**

ACi's Exploring the Possibilities  
(potential sites and cost analysis)

# Exploring the Possibilities

- ACi - City Continuing Services Architect as technical resource

## *Initial steps:*

assess public/site/facility program needs

explore location constraints & opportunities

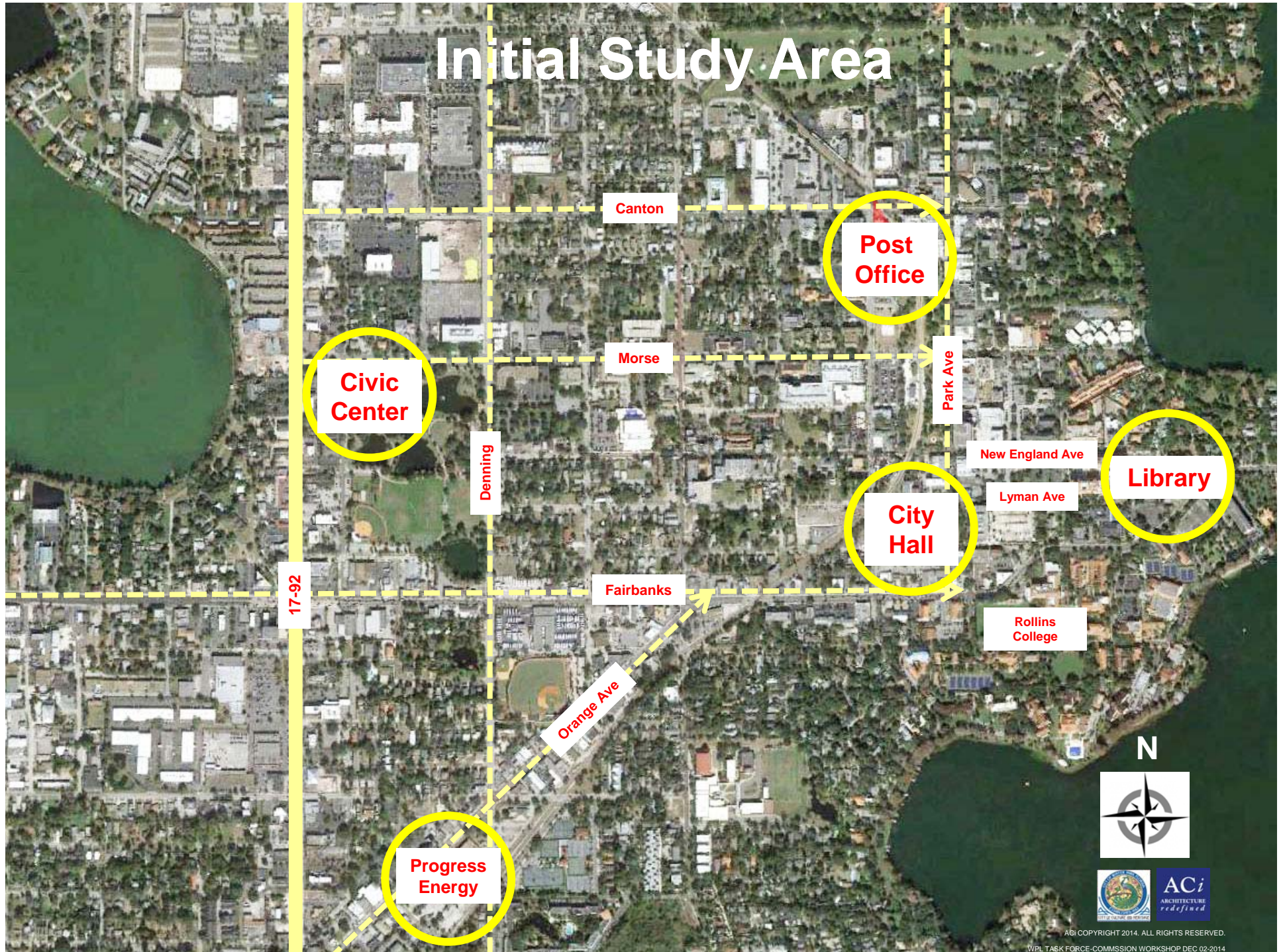
apply city codes & standards

incorporate public vision





# Initial Study Area





# Our Library



# Expansion Metrics







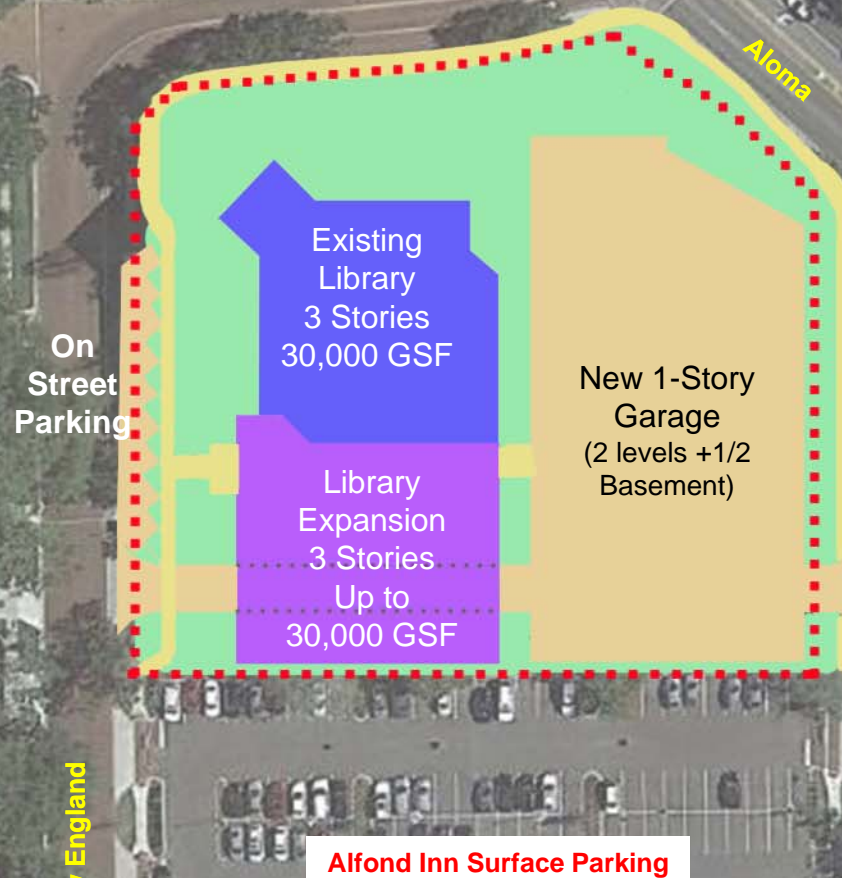
# Existing Library Site Context





# Expansion Possibilities

## Diagram1 - "renovate + addition"



Zoning R-4 FAR = 2.0

Site Area = 79,265 GSF

Allowable Floor Area = 79,265 GSF

$\times \quad 2.0 \text{ FAR}$

158,530 GSF

Existing Library = 30,000 GSF (3 stories)

Library Expansion = Up to 30,000 GSF (3 stories)

Garage = 25,200 GSF (1 story +1/2 basement)

Total area = Up to 85,200 GSF (therefore OK)

Parking = Library 160 spaces

Total required 160 spaces

On-street 10 spaces

Total provided = 170 spaces

Notes:

1. 10 new on-street parking spaces
2. Setback constraints





# Expansion Possibilities

Diagram 2 - "all new"



Zoning R- 4 FAR = 2.0

Site Area = 79,265 GSF

Allowable Floor Area = 79,265 GSF

x 2.0 FAR

158,530 GSF

New Library = Up to 60,000 GSF (3 stories)

Garage = 75,600 GSF (2 stories)

Total area = Up to 135,600 GSF (therefore OK)

Parking = Library:

Total required 160 spaces

Total provided 160 spaces (garage)

On-street 10 spaces

Total parking provided = 170 spaces

Notes:

1. 10 new on-street parking spaces
2. Setback constraints



# Context / Location

## Adjacent to City Hall



Context / Location

# Adjacent to City Hall





# Adjacent to City Hall Planning Diagram



Zoning – PQP Assume C-2, FAR = 2.0

Site Area = 122,235 GSF +/-

Allowable Floor Area = 122,235 GSF

$\times 2.0 \text{ FAR}$   
244,470 GSF

Library = Up to 60,000 GSF (3 stories)

City Hall = 34,000 GSF (existing 2 stories)

Garage = 59,400 GSF (4 levels + basement level)

Total Floor Area = Up to 153,400 GSF = OK

Parking Metrics

Library = 160 spaces required

City Hall = 136 spaces required

Total Required = 296 spaces

Total Provided = 320 spaces

Option-U.S. Post Office Retail = 6,874 GSF  
(include in site development footprint)



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# Civic Center

## Adjacent to Martin Luther King Park





# Civic Center

Adjacent to MLK Park

Morse Boulevard

Park

Arrival / Departure

New  
Surface  
Parking

Civic  
Center

New Library

New  
Parking  
Garage

120' x 320'  
1 - 1/2 elevated level  
= 290 spaces.  
Add 70 spaces for a full  
2nd-level = 320 space  
public garage

Park

Zoning – PQP - Assume O-1

FAR = 0.45

Assume Site Area = 152,460 GSF +/-

Allowable Floor Area = 152,460 GSF

x	0.45	FAR
		68,607 GSF

Library = Up to 60,000 GSF (3 stories)

Total Floor Area = Up to 60,000 GSF = OK

Civic Center = 16,000 (1 story)

Parking: reconfigured and expanded surface  
parking lot = 160 spaces (Library only)

Garage: 120 spaces per level.

Ground floor plus 2 elevated levels = 360  
spaces

Library use = 160 spaces

Civic Center use = 130 spaces

General public use = 70 spaces

(Co-located Civic Center-Library will  
proportionately increase site area for add'l.  
building/garage FAR).

N



# Post Office

## Adjacent to Central Park





# Post Office

## Diagram 1-Surface Parking

W. Canton Ave

New York Ave

New Park (or other use)

Surface Parking

New Park

SunRail / Amtrak

Zoning = PQP Assume C-2 / FAR = 2.0

Assume Site Area = 97,900 GSF +/-

Allowable Floor Area = 97,900 GSF

$\times 2.0 \text{ FAR}$   
195,800 GSF

Library = Up to 60,000 GSF (3 stories)

Total Floor Area = Up to 60,000 GSF = OK

Parking: Library = 160 spaces

Total provided 160 spaces (surface)

Notes:

1. Includes parallel parking along New York Ave.
2. Option of U.S. Post Office Retail portion in new development footprint requires new garage.

**New Library**  
(up to 3 stories  
up to 20,000 SF/Floor  
up to 60,000 GSF)





# Post Office

## Diagram 2-Parking Garage A

W. Canton Ave

New York Ave

New Park  
(or other use)

**New Parking Garage**  
120' x 228'  
1 elevated level  
=180 spaces.  
Add 90 spaces for a  
3-level / 270 space  
public garage

New Park

SunRail / Amtrak

**New Library**  
(up to 3 stories  
up to 20,000 SF/Floor  
up to 60,000 GSF)

Zoning = PQP (assume C-2)

FAR = 2.0

Assume Site Area = 97,900 GSF +/-

Allowable Floor Area = 97,900 GSF

$\times 2.0 \text{ FAR}$   
195,800 GSF

Library = Up to 60,000 GSF (3 stories)

Total Floor Area = Up to 60,000 GSF = OK

Library Parking = 160 spaces

Total provided 180 spaces (1 elev. level)

**Add' l. Public Parking = 90 spaces per  
elevated garage level above grade.**

Notes:

1. Includes parallel parking along New York Ave.
2. Option of U.S. Post Office Retail portion in new development footprint requires a new garage.
3. Garage FAR allows up to 4 elev. levels above grade.
4. Garage exterior includes architectural facades.





# Post Office

## Diagram 3-Parking Garage B

W. Canton Ave

New York Ave

New Green  
(or other use)

**New Parking Garage**

120' x 260'  
1 elevated level  
=180 spaces.  
Add 90 spaces for a  
3-level / 270 space  
public garage

New Park

SunRail / Amtrak

New Park

**New Library**  
(Up to 3 stories  
Up to 20,000  
SF/Floor  
Up to 60,000 GSF)

Zoning = PQP (assume C-2)

FAR = 2.0

Assume Site Area = 97,900 GSF +/-

Allowable Floor Area = 97,900 GSF

$\times 2.0 \text{ FAR}$   
195,800 GSF

Library = Up to 60,000 GSF (3 stories)

Total Floor Area = Up to 60,000 GSF = OK

Library Parking = 160 spaces

Total provided 180 spaces (1 elev. level)

**Add' l. Public Parking = 90 spaces per  
elevated garage level above grade.**

Notes:

1. Includes parallel parking along New York Ave.
2. Option of U.S. Post Office Retail portion in new development footprint requires a new garage.
3. Garage FAR allows up to 4 elev. levels above grade.
4. Garage exterior includes architectural facades.





# Progress Energy

## Orange Avenue Gateway





# Progress Energy

## Orange Avenue Gateway

Orange Avenue

Zoning = O-1 / FAR = .45  
Assume Site Area = 185,845 GSF +/-  
Allowable Floor Area = 185,845 GSF  
 $\times \text{.45 FAR}$   
83,630 GSF


Library = Up to 60,000 GSF (up to 3 stories)  
Total Floor Area = Up to 60,000 GSF = OK

Parking: Library = 160 spaces  
Total provided 160 spaces (surface)





## Comparison of Fundamentals for Possible Sites

 <b>Winter Park Library</b>	Expand Existing Building	Re-build New at Existing Site	Adjacent to City Hall Site	Civic Center Site	Post Office Site	Progress Energy Site
<b>Physical Site Fundamentals:</b>						
❖ Provides flexibility to meet future needs	N	Y	Y	Y	Y	Y
❖ Requires parking structure	Y	Y	Y	N	N	N
❖ Provides opportunity to meet other parking needs with a structure	N	N	Y	Y	Y	Y
❖ Requires demolition	N	Y	O	Y	Y	Y
❖ Requires temporary relocation	N	Y	N	N	N	N
❖ Requires land acquisition	N	N	N	N	Y	N
❖ In downtown core	Y	Y	Y	N	Y	N

**Y = YES**

**N = NO**

**O = OPTIONAL**





# Preliminary Budget per Site Options (Design Pricing Year 2015-see Key Assumptions)

Library Budget Scope	Existing Site Renovation + Addition	Existing Site New Construction	Adjacent to City Hall With Garage	Civic Center	Post Office with Surface Parking	Post Office with Garage	Post Office with Garage Arrowhead	Progress Energy
1 New Building	\$15,823,135	\$16,129,234	\$16,811,274	\$16,718,652	\$16,418,535	\$16,472,608	\$16,481,839	\$16,615,803
2 Earthwork, Utilities, Landscape, Hardscape	\$496,698	\$544,371	\$596,136	\$854,740	\$762,930	\$770,200	\$808,185	\$1,044,531
3 Parking	\$3,617,115	\$3,642,043	\$6,419,205	\$811,861	\$642,558	\$3,725,759	\$4,212,503	\$1,044,066
4 Demolition	\$383,936	\$218,736	\$62,991	\$136,999	\$320,890	\$320,856	\$320,851	\$400,836
5 Furnishings/Fixtures/Equipment	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000
6 <b>Construction Subtotal</b>	<b>\$22,420,884</b>	<b>\$22,634,384</b>	<b>\$25,989,606</b>	<b>\$20,622,252</b>	<b>\$20,244,914</b>	<b>\$23,389,424</b>	<b>\$23,923,378</b>	<b>\$21,205,236</b>
7 Contingency - Program adjustments	\$672,627	\$679,032	\$779,688	\$618,668	\$607,347	\$701,683	\$717,701	\$636,157
8 Contingency - Market conditions through 2015	\$672,627	\$679,032	\$779,688	\$618,668	\$607,347	\$701,683	\$717,701	\$636,157
9 <b>Contingency Subtotal</b>	<b>\$23,766,137</b>	<b>\$23,992,447</b>	<b>\$27,548,982</b>	<b>\$21,859,587</b>	<b>\$21,459,608</b>	<b>\$24,792,789</b>	<b>\$25,358,780</b>	<b>\$22,477,550</b>
10								
11 Architectural/Engineering	\$1,381,972	\$1,531,698	\$1,746,398	\$1,400,443	\$1,375,475	\$1,554,526	\$1,554,526	\$1,436,964
12 Other soft costs (geotech, civil, landscape, testing, legal)	\$850,444	\$858,583	\$990,706	\$777,811	\$762,446	\$872,631	\$872,631	\$800,296
13 <b>Soft Cost Subtotal</b>	<b>\$25,998,553</b>	<b>\$26,382,728</b>	<b>\$30,286,086</b>	<b>\$24,037,841</b>	<b>\$23,597,529</b>	<b>\$27,219,946</b>	<b>\$27,785,937</b>	<b>\$24,714,810</b>
14								
15 Temporary Relocation (off-site)		\$1,000,000						
16 <b>Temporary Relocation Subtotal</b>	<b>\$25,998,553</b>	<b>\$27,382,728</b>	<b>\$30,286,086</b>	<b>\$24,037,841</b>	<b>\$23,597,529</b>	<b>\$27,219,946</b>	<b>\$27,785,937</b>	<b>\$24,714,810</b>
17								
18 Library Grants	-\$500,000	-\$500,000	-\$500,000	-\$500,000	-\$500,000	-\$500,000	-\$500,000	-\$500,000
19 Sale of Current Library			-\$6,800,000	-\$6,800,000	-\$6,800,000	-\$6,800,000	-\$6,800,000	-\$6,800,000
20 <b>NET COST</b>	<b>\$26,498,553</b>	<b>\$26,882,728</b>	<b>\$22,986,086</b>	<b>\$16,737,841</b>	<b>\$16,297,529</b>	<b>\$19,919,946</b>	<b>\$20,485,937</b>	<b>\$17,414,810</b>
21 Interest Cost (bond financing 2% of net cost)	\$529,971	\$537,655	\$459,722	\$334,757	\$325,951	\$398,399	\$409,719	\$348,296
22 <b>Interest Cost Subtotal</b>	<b>\$27,028,524</b>	<b>\$27,420,382</b>	<b>\$23,445,808</b>	<b>\$17,072,598</b>	<b>\$16,623,480</b>	<b>\$20,318,345</b>	<b>\$20,895,656</b>	<b>\$17,763,106</b>
23								
24 <b>TOTAL BUDGET</b>	<b>\$27,028,524</b>	<b>\$27,420,382</b>	<b>\$23,445,808</b>	<b>\$17,072,598</b>	<b>\$16,623,480</b>	<b>\$20,318,345</b>	<b>\$20,895,656</b>	<b>\$17,763,106</b>
25								
26 City Acquisition/Relocation of USPS Land/Facilities					\$7,500,000	\$7,500,000	\$7,500,000	
27 Civic Center Replacement Cost (16,000 GSF 1-story building only @ \$250/SF. Excludes land, FFE, soft costs, financing, parking.				\$4,000,000				



## Preliminary Budget per Site Options (Design Pricing Year 2015)

### Key Assumptions/Notes:

The following key assumptions/notes will continue to be refined as pricing process moves forward based on public & technical input.

- 1 Parking structure cost includes enhanced architectural façades.
- 2 Stormwater vault included for options with parking structures.
- 3 Stormwater underdrain system included for options with surface parking.
- 4 Existing renovation option includes demolition of existing down to concrete structure.
- 5 City Hall option assumes existing generator remains in current location - no renovation to existing City facilities.
- 6 Post Office and Progress Energy options do not include subsurface soil remediation, if required.
- 7 Progress option includes cost to realign Palmetto Ave.
- 8 Construction contingency @ 6% included for items 1 through 4 for program adjustments & market conditions thru 2015.
- 9 At Post Office with Garage, add \$1,735,491 for each additional elevated level.
- 10 At Post Office with Garage-Arrowhead, add \$2,005,542 for each additional elevated level.
- 11 FF&E budget provided by Library Board FF&E consultant. No Civic Center FF&E, land, parking included if Civic Center is replaced.
- 12 Design Year = 2015.
- 13 Minimum LEED certified Level.
- 14 All construction-related on-site facilities and staff are included in "New Building" line item.
- 15 Surface covered pedestrian level connector included - no elevated bridge.
- 16 City is currently in negotiations to acquire USPS site & relocate USPS functions.
- 17 Costs are eligible for CRA funding.
- 18 Above Library budget figures do not include replacement cost of Civic Center.
- 19 Preliminary cost data derived from current construction cost indexes, trends, national/local library cost indexes & contractor input.



**Thank You!**

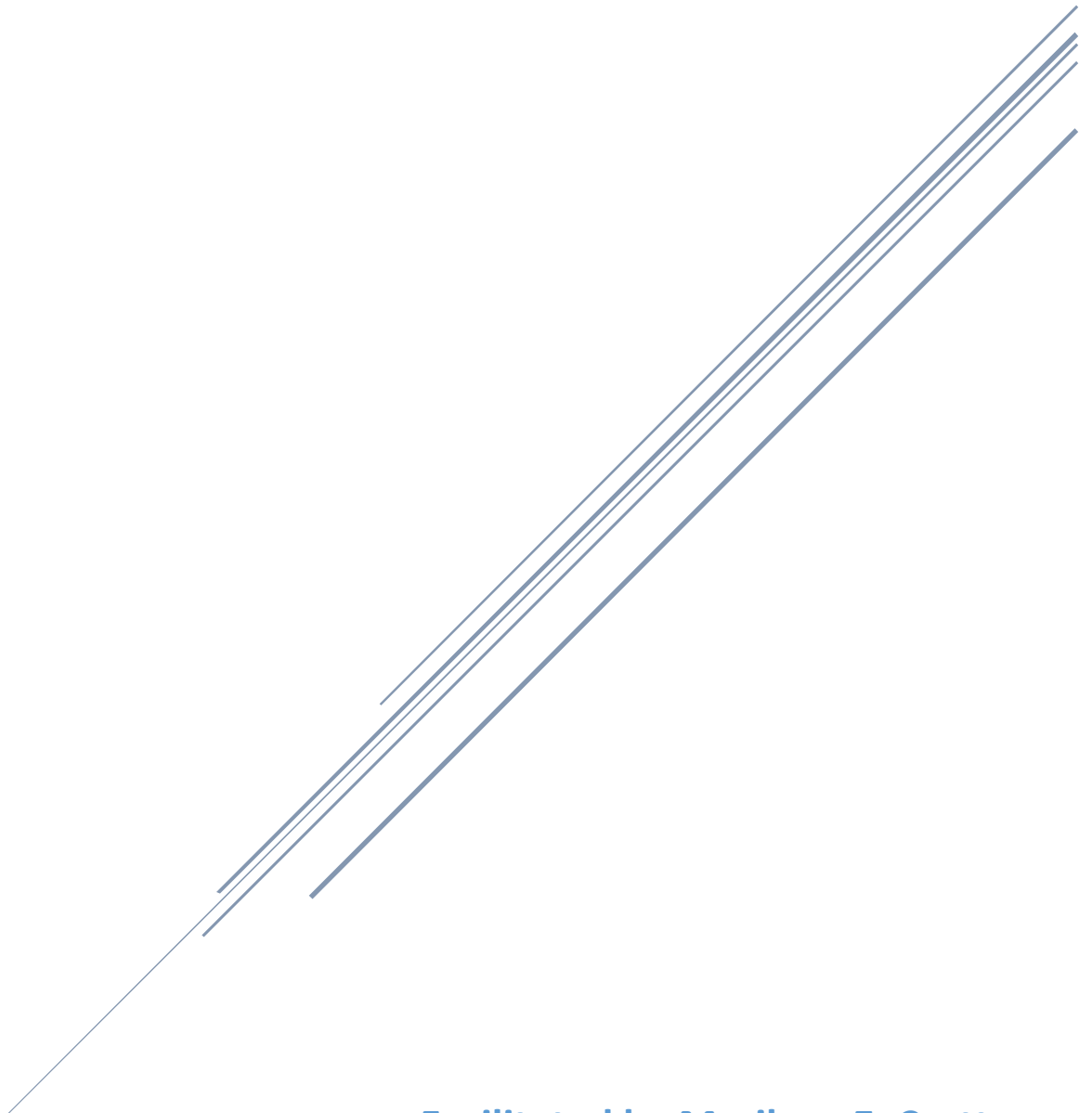


## **Appendix H:**

Report from October 30 public forums

# COMMUNITY FORUMS WINTER PARK PUBLIC LIBRARY

**OCTOBER 30, 2014**



**Facilitated by Marilyn E. Crotty**  
UCF Institute of Government

## **INTRODUCTION**

As part of its continuing study of the future of the Winter Park Public Library, the Facility Task Force sponsored two additional community forums to gain more public input. The forums were held on October 30, 2014, one in the morning at the Chamber of Commerce Welcome Center and the other in the evening at the Rachel Murrah Civic Center. Approximately 80 people attended the forums which were both facilitated by Ms. Marilyn E. Crotty, director of the Florida Institute of Government at the University of Central Florida.

Members of the Facility Task Force, welcomed the attendees and explained the progress to date on the study. The focus of the forums was to examine the advantages and disadvantages of five options for renovating or relocating the current library building. ACi a community development and design firm, gave a presentation about the sites that are currently being considered.

Ms. Crotty then divided the participants into small groups who then discussed the pros and cons for each option. The groups were also asked to identify other locations in the city that might be appropriate sites for the library. The forum concluded with thanks to the attendees for participating and information about how they can continue to be involved in the process.

This report is a summary of the discussions of the participants and combines the ideas generated at both workshops.

## **OPTION 1**

### **RENOVATE AND EXPAND AT THE EXISTING SITE**

*(The number in parentheses indicates how many groups listed the issue. There was a total of 8 groups)*

#### **Advantages:**

Would not have to move: no temporary move; not having to move a long distance (3)  
Close to Park Avenue (2)  
Shared parking with Alford Inn (2)  
Has history; connects us historically (2)  
Familiar and comfortable (2)  
Central location (2)  
Very accessible and walkable  
Keeps traffic off the main drag  
Near Alford  
Increased parking  
We own the land  
Better to remodel than to build new  
Could keep operating  
Architecture  
Not as much need for function space  
Access  
Proximity to Rollins  
Cost  
Meets needs  
Known site

#### **Disadvantages:**

Will not realize proceeds from sale of building (4)  
Architectural challenge to blend the look; would have to tie into existing; no architectural statement (4)  
Existing building not flexible (3)  
Parking garage on Aloma (3)  
Traffic flow not as good; only 1 entrance (2)  
Technology expensive to upgrade (2)  
Move out to build; disruption (2)  
Cost (2)  
Would take longer because of phased development  
Limitations on what could be accomplished in the new building  
Aesthetics don't change  
Level of service challenged  
Construction nightmare  
Constrained parking

Meets needs?  
Not in city core  
Alfond near traffic  
Diminished services  
More expensive to retrofit for “green”  
Punishment of neighborhood

*The key advantages to remaining at the current site, renovating, and expanding the building appear to be not having to move, the location, and the familiarity people have with it. The primary disadvantages identified are the lack of revenue from the sale of the property to help pay for the renovations and expansion; the difficulty in providing flexible space that is aesthetically pleasing when adding on to the existing structure.*

## **OPTION 2**

### **TEAR DOWN EXISTING BUILDING AND BUILD NEW LIBRARY ON CURRENT SITE**

#### **Advantages:**

Known site (4)  
New look; brand new (3)  
Can make an architectural statement; iconic building from Aloma (2)  
Better - more green and efficient; up to code (2)  
More flexible for uses (2)  
Walkable (2)  
Pre-existing traffic models  
Possible partnership with Alfond Inn  
Not close to train, less noise  
Central location  
Keep the property  
More creative  
Better access for cars  
Accessible from Aloma and other direction  
Better parking; no competing parking for downtown events (2)  
Close to Park Avenue

#### **Disadvantages:**

Expensive to move the library for 12 – 24 months (8)  
Cost; cost to demolish (4)  
Loss of \$ from sale of site (3)  
Garage on Aloma (2)  
Too much traffic in area  
Diminished services

Alfond Inn  
Not easy to walk  
No green space  
Disruption  
Makes site denser

*This option keeps the advantages of being in a known location and adds the potential for making an architectural statement with a brand new building that can be designed with flexibility in mind. The major drawbacks are the cost of relocating the library for one to two years, the cost of demolition, and again no revenue from sale of property to fund the new building.*

### **OPTION 3**

#### **CIVIC CORE – BEHIND CITY HALL**

##### **Advantages:**

Supports Park Avenue; near Park Avenue; drives retail; merchant support (7)  
Walkable; alternate transportation (4)  
Location; central; in the urban core (4)  
Visibility from SunRail; close to SunRail (4)  
New green space allows outside use (3)  
Flexibility to add parking for downtown; more parking; parking garage (3)  
Closer to West Side (3)  
Partnership opportunities (3)  
Core of services; consolidation of services (2)  
City owned (2)  
Receive \$ from selling existing site (2)  
Multi-use common area and uses; shared space (2)  
Beautiful area  
Makes statement that city supports the library  
No disruption of service  
Multiple exits  
More access friendly for bikes  
Visible  
Close to other commercial  
Familiar area  
Expand audience  
Proximity to Farmer's Market  
Close to History/Archives

##### **Disadvantages:**

Traffic bad; adds congestion to Park Avenue; crowded (8)



Competition for parking; non-library patrons using garage (5)  
Train noise, vibration (4)  
Access from Comstock side not great  
Railroad and intersection complicated  
Difficult to get into  
Some construction noise  
Too much competition with other enterprises  
Parking garage

**Additional comments:**

Better if we get the two outparcels

*The location in the civic core heads the list of advantages for this option with the proximity to Park Avenue a big plus. The prospect of additional green space and parking were viewed as positives. The disadvantages include bringing additional traffic to an already congested area, concerns over the use of the parking garage by non-library customers, and the noise/vibrations from nearby trains.*

**OPTION 4**

**CIVIC CENTER**

**Advantages:**

Pastoral setting; green space would be used more; adjacent to park; beautiful scenery (7)  
No parking garage; surface parking (6)  
Walkability by West Side (3)  
Would be used by residents of Winter Park Village new condos/apts. (2)  
Flexible site; lots of space (2)  
Gateway – 17-92 & Morse; can be a gateway building (2)  
Dual purpose Civic Center/room rental (2)  
Destination  
Not crowded  
Partnership opportunities with community theaters  
Synergy with Valencia – partnership, library for them too  
Not in core  
Easy to drive to  
Sell current site  
More effective utilization of key city asset/site  
New development could create synergies  
Anchor for different town center  
Younger patrons will come because of park  
Ties in with commercial in area; could promote good development on 17-92  
Opportunity for architectural statement

Parking could be used at other times  
Children's programs  
More rental spaces  
Not adding density to city core  
Cost effective

**Disadvantages:**

Too far from civic core; not in core (7)  
Traffic; 17-92 congestion (4)  
Push-back on taking down existing building; sentimental building; emotional ties (3)  
Luxe will be next store; new development may create constraints additional traffic from Luxe (3)  
Parking would get used by other businesses (2)  
Tear down existing building-cost to rebuild (2)  
Commercial area  
Less use  
Harder to walk to  
Taking away green space for parking  
Not "one-stop" location  
Isolated  
Loss of services  
Loss of park space  
There is still need for civic center – reasonably priced facility rental  
Conflicting uses between functions and library uses and parking  
Building would be too big  
Not pedestrian friendly  
Need funds to build event space  
Too far from East Side

**Additional comment:**

One group identified an alternative at this location that would add the library to the civic center site (not tearing down the building) and would provide the following: increase parking needs by 160 spaces, shared facility and services, several access points.

*The major advantage of civic center location is its beautiful setting in the park and the opportunity to have surface parking. It would also be convenient for residents of the west side and the new housing near the Winter Park Village. The primary disadvantage is that this location is outside the city core and in an area that is increasingly congested with more development planned for the future. There is also concern with losing the civic center building as a community amenity.*

## **OPTION 5**

### **POST OFFICE**

#### **Advantages:**

Close to park-opportunities for outside use; green space (8)  
Surface parking (6)  
Downtown core location (6)  
View from SunRail; close to SunRail (3)  
Convenient to Park Avenue (2)  
Flexible and central (2)  
Iconic building; architectural statement (2)  
Access good; easier to get into (2)  
Post office partnership is a plus; small post office in building (2)  
More effective deployment of valuable land; rids us of distribution center-recoup precious space (2)  
Makes statement that city loves library  
Crosswalk already there  
Could have solar panels on parking  
Only have to move once  
Sell existing site  
Familiar location  
Walkable  
Closer for West Side residents  
Positive change of look  
We control what would go there

#### **Disadvantages:**

Timing issue; unknown timeline for acquisition (5)  
Cost of acquiring land; expensive maybe (4)  
Train noise/vibration (3)  
Parking poaching; parking control-keep out non library users (3)  
Don't own it (2)  
Three story building on the park; mass on the park, dense feel (2)  
Have to buy land for post office distribution site (2)  
Shadow on the park  
Near police/fire station  
Traffic + and -  
Flat parking area-lack of green  
Would retail post office stay?  
Inability to use space for more SunRail parking in the future

**Other comments:**

Move building north on site – don't repeat the Carlisle

What are the parking requirements for post office employees if retail PO co-located?

If garage added to rear, then more green space

*The post office site was viewed as desirable due to the location in the urban core, proximity to Central Park and Park Avenue, and the surface parking that has been suggested. Major drawbacks are that the city does not own the property and the unknowns of how long it will take to acquire it and how much it will cost. There are also negatives associated with noise due to the trains nearby and the compatibility of the size of the proposed building with its surroundings.*

**OTHER POTENTIAL SITES**

Vo-Tech Center

Add back Progress Point

- Close to Mead Gardens

- Azalea Lane

- Bus route

- Surface parking

- City owns it

K Mart

Current parking for train

- Would lose those spots while building

- + Central location

- SunRail

Christian Science property

*While the information gathered in these community forums will be helpful to the Task Force as it considers its recommendations to the City Commission, it will still be necessary to identify the importance of the advantages and disadvantages for each site. Once the factors are weighted, it may become clearer which option has the most potential for success.*

**Appendix I:**  
Draft Municipal Bond Ordinance

ORDINANCE NO.

AN ORDINANCE CALLING A BOND REFERENDUM TO BE HELD ON THE QUESTION OF THE ISSUANCE OF NOT EXCEEDING \$XX,000,000 GENERAL OBLIGATION BONDS, SERIES 2015, OF THE CITY OF WINTER PARK, FLORIDA, TO FINANCE THE COST OF THE ACQUISITION AND CONSTRUCTION OF CERTAIN LIBRARY IMPROVEMENTS IN THE CITY; AUTHORIZING THE ISSUANCE OF SUCH BONDS IF APPROVED BY REFERENDUM; AND PROVIDING AN EFFECTIVE DATE.

**BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK, FLORIDA** (the "Issuer"):

**SECTION 1. AUTHORITY FOR THIS ORDINANCE.** This ordinance is enacted pursuant to Chapters 100 and 166, and Section 215.431, Florida Statutes, and other applicable provisions of law.

**SECTION 2. AUTHORIZATION OF BONDS.** Subject and pursuant to the provisions hereof, General Obligation Bonds, Series 2015 (the "Bonds"), of the Issuer are authorized to be issued in the aggregate principal amount of not exceeding \$XX,000,000 to finance the acquisition and construction of a new library facility including land acquisition if necessary, demolition, furnishings and technology, and all purposes incidental thereto (collectively, the "Project"). The money received from the issuance of the Bonds will be used for such purpose and for the benefit of the Issuer. The Bonds shall be payable from ad valorem taxes levied without limitation as to rate or amount on all taxable property in the area of the Issuer. None of the Bonds shall be issued for a longer term than 20 years from their date of issuance, and such Bonds shall bear interest at such rate or rates not exceeding the maximum rate permitted by law on the date of sale of the Bonds.

**SECTION 3. BOND REFERENDUM.** A bond referendum of the qualified electors residing in the area of the Issuer is hereby called to be held on \_\_\_\_\_, 2015, to determine whether or not the issuance of the Bonds, in an aggregate principal amount of not exceeding \$XX,000,000, shall be approved by such qualified electors to finance the cost of the acquisition and construction of the Project. All qualified electors residing in the area of the Issuer shall be entitled and permitted to vote in such bond referendum. The polls will be open at the voting places from 7 o'clock A.M. until 7 o'clock P.M. on the same day. **[NOTE: IF THE DECISION IS MADE TO HAVE A MAIL BALLOT THIS LANGUAGE WILL NEED TO REFLECT SUCH]**



**SECTION 4. NOTICE OF BOND REFERENDUM.** As required by law, at least 30 days' notice of the bond referendum shall be provided. This ordinance shall be published in full as part of the notice of such bond referendum, together with an appropriate notice in substantially the form attached hereto as Exhibit "A," in the Orlando Sentinel or any other newspaper published and of general circulation in the area of the Issuer, at least twice, once in the fifth week and once in the third week prior to the week in which the bond referendum is to be held.

**SECTION 5. PLACES OF VOTING, INSPECTORS, CLERKS.** The places of voting and the inspectors and clerks for the polling places for the bond referendum shall be the same as in general elections held in the area of the Issuer. **[NOTE: IF THE DECISION IS MADE TO HAVE A MAIL BALLOT THIS LANGUAGE WILL NEED TO REFLECT SUCH]**

**SECTION 6. OFFICIAL BALLOT.** The form of ballot to be used shall be in substantially the following form:

OFFICIAL BALLOT  
CITY OF WINTER PARK, FLORIDA  
BOND REFERENDUM - \_\_\_\_\_, 2015

Shall the City of Winter Park, Florida, issue not exceeding \$xx,000,000 general obligation bonds, bearing interest at not exceeding the maximum legal rate, maturing within 20 years from date of issuance, payable from ad valorem taxes levied on all taxable property in the City area, without limitation as to rate or amount, for the purpose of financing library improvements, including demolition, construction, furnishings and technology, and all purposes incidental thereto; as provided in Ordinance No. \_\_\_\_\_?

Instructions to Voters:

If you are in favor of the issuance of the bonds, complete the arrow pointing to the words "FOR BONDS."

If you are not in favor of the issuance of the bonds, complete the arrow pointing to the words "AGAINST BONDS."

**SECTION 7. ABSENTEE VOTING.** Paper ballots shall be used at such election for absentee voting. The form of ballot to be used in the referendum for absentee voters shall be in substantially the form specified in Section 6 above.

**SECTION 8. PRINTING OF BALLOTS.** The Supervisor of Elections is authorized and directed to have printed a sufficient number of such ballots for use of absentee electors qualified to cast ballots in the bond referendum, and shall also have printed sample ballots and deliver them to the inspectors and clerks on or before the date and time for the opening of the polls for such bond referendum, for use at the voting places; and further is authorized and directed to have printed on plain white cardboard or paper and delivered in accordance with law, the official ballots for use in such bond referendum.

**SECTION 9. REFERENDUM PROCEDURE.** The bond referendum shall be held and conducted in the manner prescribed by law for holding general elections in the area of the Issuer, except as may be provided by Sections 100.201 through 100.351, Florida Statutes. The inspectors and clerks at each polling place shall prepare and file returns of such bond referendum and shall deliver the same to the Issuer. Such returns shall show the number of qualified electors who voted at such bond referendum, and the number of votes cast respectively for and against approval of the proposition. The returns shall, as soon as practicable, be canvassed by the City Commission of the Issuer (the "Commission").

**SECTION 10. REFERENDUM RESULTS.** If a majority of the votes cast at such bond referendum shall be "For Bonds," such proposition shall be approved; and then the Bonds and, at the option of the Commission, bond anticipation notes, may be issued as hereafter provided by subsequent resolutions of the Commission.

**SECTION 11. SEVERABILITY.** In the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence or paragraph hereof.

**SECTION 12. REPEALING CLAUSE.** All ordinances, resolutions or parts thereof in conflict or inconsistent with this ordinance are hereby repealed insofar as there is conflict or inconsistency.

**SECTION 13. EFFECTIVE DATE.** This ordinance shall take effect immediately upon its final passage and adoption.

ADOPTED after reading by title at a regular meeting of the City Commission of the City of Winter, Park, Florida, held in City Hall, Winter Park, Florida, on this\_\_\_\_\_ day of \_\_\_\_\_ 2015.

---

Mayor Kenneth W. Bradley

ATTEST:

---

Cynthia S. Bonham, City Clerk

EXHIBIT "A"

NOTICE OF BOND REFERENDUM IN THE CITY OF  
WINTER PARK, FLORIDA, ON \_\_\_\_\_, 2015.

NOTICE IS HEREBY GIVEN THAT A BOND REFERENDUM will be held on \_\_\_\_\_, 2015, in the City Winter Park, Florida (the "Issuer"), for the purpose of determining whether or not General Obligation Bonds, Series 2015, of the Issuer shall be issued in the aggregate principal amount of not exceeding \$XX,000,000, bearing interest at such rate or rates not exceeding the legal rate as shall be determined at the time of sale thereof, maturing over a period not to exceed 20 years from the date of issuance of such Bonds, payable from ad valorem taxes levied without limitation as to rate or amount on all taxable property in the area of the Issuer, for the purpose of financing the acquisition and construction of a new library facility including land acquisition if necessary, demolition, furnishings and technology, and all purposes incidental thereto; all as more specifically described and provided in Ordinance No. \_\_\_\_ of the Issuer (the "Ordinance")

The places of voting in the bond referendum shall be those same places of voting as for general elections held in the area of the Issuer. The polls will be open at the voting places on the date of the bond referendum from 7:00 A.M. until 7:00 P.M. on the same day, all as provided in the Ordinance published in full below as part of this notice. **[NOTE: IF THE DECISION IS MADE TO HAVE A MAIL BALLOT THIS LANGUAGE WILL NEED TO REFLECT SUCH]**

All qualified electors residing within the area of the Issuer shall be entitled, qualified and permitted to vote at such referendum.

CITY OF WINTER PARK, FLORIDA

By: \_\_\_\_\_  
Randy B. Knight, City Manager

## **Appendix J:**

### ACi Cost Analysis by Site



# Preliminary Budget per Site Options (Design Pricing Year 2015-see Key Assumptions)

Library Budget Scope	Existing Site Renovation + Addition	Existing Site New Construction	Adjacent to City Hall With Garage	Civic Center	Post Office with Surface Parking	Post Office with Garage	Post Office with Garage Arrowhead	Progress Energy
1 New Building	\$15,823,135	\$16,129,234	\$16,811,274	\$16,718,652	\$16,418,535	\$16,472,608	\$16,481,839	\$16,615,803
2 Earthwork, Utilities, Landscape, Hardscape	\$496,698	\$544,371	\$596,136	\$854,740	\$762,930	\$770,200	\$808,185	\$1,044,531
3 Parking	\$3,617,115	\$3,642,043	\$6,419,205	\$811,861	\$642,558	\$3,725,759	\$4,212,503	\$1,044,066
4 Demolition	\$383,936	\$218,736	\$62,991	\$136,999	\$320,890	\$320,856	\$320,851	\$400,836
5 Furnishings/Fixtures/Equipment	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000
6 <b>Construction Subtotal</b>	<b>\$22,420,884</b>	<b>\$22,634,384</b>	<b>\$25,989,606</b>	<b>\$20,622,252</b>	<b>\$20,244,914</b>	<b>\$23,389,424</b>	<b>\$23,923,378</b>	<b>\$21,205,236</b>
7 Contingency - Program adjustments	\$672,627	\$679,032	\$779,688	\$618,668	\$607,347	\$701,683	\$717,701	\$636,157
8 Contingency - Market conditions through 2015	\$672,627	\$679,032	\$779,688	\$618,668	\$607,347	\$701,683	\$717,701	\$636,157
9 <b>Contingency Subtotal</b>	<b>\$23,766,137</b>	<b>\$23,992,447</b>	<b>\$27,548,982</b>	<b>\$21,859,587</b>	<b>\$21,459,608</b>	<b>\$24,792,789</b>	<b>\$25,358,780</b>	<b>\$22,477,550</b>
10								
11 Architectural/Engineering	\$1,381,972	\$1,531,698	\$1,746,398	\$1,400,443	\$1,375,475	\$1,554,526	\$1,554,526	\$1,436,964
12 Other soft costs (geotech, civil, landscape, testing, legal)	\$850,444	\$858,583	\$990,706	\$777,811	\$762,446	\$872,631	\$872,631	\$800,296
13 <b>Soft Cost Subtotal</b>	<b>\$25,998,553</b>	<b>\$26,382,728</b>	<b>\$30,286,086</b>	<b>\$24,037,841</b>	<b>\$23,597,529</b>	<b>\$27,219,946</b>	<b>\$27,785,937</b>	<b>\$24,714,810</b>
14								
15 Temporary Relocation (off-site)		\$1,000,000						
16 <b>Temporary Relocation Subtotal</b>	<b>\$25,998,553</b>	<b>\$27,382,728</b>	<b>\$30,286,086</b>	<b>\$24,037,841</b>	<b>\$23,597,529</b>	<b>\$27,219,946</b>	<b>\$27,785,937</b>	<b>\$24,714,810</b>
17								
18 Library Grants	-\$500,000	-\$500,000	-\$500,000	-\$500,000	-\$500,000	-\$500,000	-\$500,000	-\$500,000
19 Sale of Current Library			-\$6,800,000	-\$6,800,000	-\$6,800,000	-\$6,800,000	-\$6,800,000	-\$6,800,000
20 <b>NET COST</b>	<b>\$26,498,553</b>	<b>\$26,882,728</b>	<b>\$22,986,086</b>	<b>\$16,737,841</b>	<b>\$16,297,529</b>	<b>\$19,919,946</b>	<b>\$20,485,937</b>	<b>\$17,414,810</b>
21 Interest Cost (bond financing 2% of net cost)	\$529,971	\$537,655	\$459,722	\$334,757	\$325,951	\$398,399	\$409,719	\$348,296
22 <b>Interest Cost Subtotal</b>	<b>\$27,028,524</b>	<b>\$27,420,382</b>	<b>\$23,445,808</b>	<b>\$17,072,598</b>	<b>\$16,623,480</b>	<b>\$20,318,345</b>	<b>\$20,895,656</b>	<b>\$17,763,106</b>
23								
24 <b>TOTAL BUDGET</b>	<b>\$27,028,524</b>	<b>\$27,420,382</b>	<b>\$23,445,808</b>	<b>\$17,072,598</b>	<b>\$16,623,480</b>	<b>\$20,318,345</b>	<b>\$20,895,656</b>	<b>\$17,763,106</b>
25								
26 City Acquisition/Relocation of USPS Land/Facilities					\$7,500,000	\$7,500,000	\$7,500,000	
27 Civic Center Replacement Cost (16,000 GSF 1-story building only @ \$250/SF. Excludes land, FFE, soft costs, financing, parking.				\$4,000,000				



# city commission agenda item

item type	Action Item Requiring Discussion	meeting date	December 8, 2014
prepared by	Randy Knight	approved by	<input checked="" type="checkbox"/> City Manager
department	City Manager's Office		<input checked="" type="checkbox"/> City Attorney
division			<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 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

Proposed acquisition of property at 2600 Lee Road.

## motion | recommendation

Approve acquisition of property at 2600 Lee Road for \$990,000.

## background

This property currently has a business on it known as Christie's Cabaret, formerly known as Club Harem. The prior businesses located on that site have had a long history of criminal and code enforcement complaints against them. There is currently a dispute with the property owner and Christie's Cabaret as to the status of the non-conforming use and whether or not the right to continue that use has expired. The owners have appealed the Building Official's determination that the non-conforming use has expired.

The owner has offered to end that dispute by selling the property to the City for \$990,000. The city had an appraisal conducted on the property and it appraised at \$830,000.

As part of the purchase the city would also get a release signed by the owners of Christie's Cabaret and an agreement that they will vacate the property.

Upon acquiring the property, staff would recommend demolishing the building and immediately listing the property for sale. While the City may not recoup the entire purchase price through the sale the city would be avoiding future litigation cost and staff time associated with the property.



There is also a billboard lease tied to the property that runs through July 18, 2020. As part of that lease, the billboard company has a right of first refusal to acquire the property.

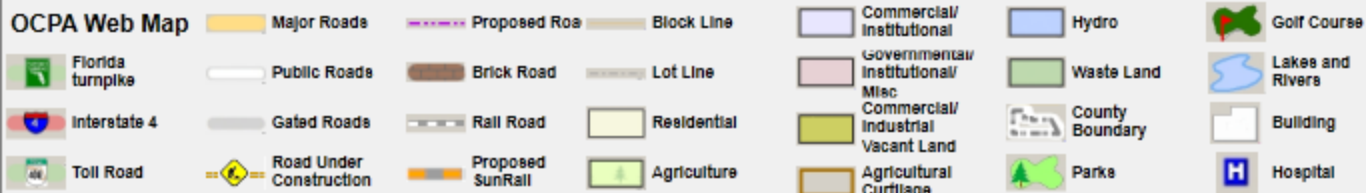
### **alternatives | other considerations**

Do not purchase the property and continue with the legal/code compliance/appeal process.

### **fiscal impact**

This is not a budgeted acquisition. Staff recommends taking the money from General Fund reserves and replenishing those reserves with the proceeds from the sale of the property. The removal of the building would cost less than \$10,000.

# OCPA Web Map



Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 11/26/2014

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

**AGREEMENT FOR SALE AND PURCHASE  
OF  
REAL PROPERTY**

THIS AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY (the "Agreement") is entered into by and between 2600 LEE ROAD PROPERTY, LLC, a Florida limited liability company (as "Seller"), and CITY OF WINTER PARK (as "Buyer").

**R E C I T A L S:**

A. Seller is the record owner of Property described herein.

B. Seller desires to sell and Buyer desires to purchase the Property subject to the terms and conditions set forth below.

NOW THEREFORE, for and in consideration of the premises hereof, the sums of money to be paid hereunder, the mutual covenants herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant, stipulate and agree as follows:

**ARTICLE I  
PROPERTY**

1. **The Property.** Subject to the terms and conditions contained in this Agreement, Seller agrees to sell to Buyer, and Buyer hereby agrees to purchase, the real estate legally described in **Exhibit "A"** attached hereto (the "**Land**"), including (a) all buildings and improvements located on the Land (the "**Improvements**"), and (b) any easements, tenements, privileges, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, and appurtenances now existing on or at the Land (collectively the "**Appurtenances**"). The Land, Improvements and Appurtenances are collectively referred to in this Agreement as, the "**Property**". The street address of the Property is 2600 Lee Road, Winter Park, FL 32789.

**ARTICLE II  
PURCHASE PRICE AND PAYMENT OF PURCHASE PRICE**

**Section 2.1. Purchase Price.** The purchase price for the Property shall be Nine Hundred Ninety Thousand and No/100 Dollars (\$990,000.00) ("Purchase Price").

**Section 2.2. Escrow Deposit.** (a) **Initial Escrow Deposit.** On the Effective Date (as hereinafter defined), Buyer shall wire the sum of **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** (the "Initial Escrow Deposit"), to Steven Michael LaBret, P.A. ("Escrow Agent").

(b) **Second Escrow Deposit.** At the end of the Inspection Period (as defined in Section 3.3. hereunder), Buyer shall deliver to the Escrow Agent an additional One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00) (the "Second Escrow Deposit"). If the Buyer gives the Seller and Escrow Agent notice of its intent to terminate the Agreement, or if the Buyer fails to deposit the Second Escrow Deposit with the Escrow Agent by the end of the Inspection Period, the Agreement will be deemed terminated, and Escrow Agent shall refund Initial Escrow Deposit to Buyer. Thereafter, all parties will be relieved of all obligations and liabilities to each other.

(c) **Escrow Deposit.** The Initial Escrow Deposit and Second Escrow Deposit shall collectively be referred to as "Escrow Deposit". The Escrow Deposit shall be placed in an **non-interest bearing** account by Escrow Agent. The Escrow Deposit shall be credited towards the Purchase Price. In the event this transaction does not close, and the failure to close is not due to the Buyer's default, all Escrow Deposits will be returned to Buyer.

**Section 2.3. Payment of Purchase Price.** The Purchase Price (subject to adjustment for expenses, prorations and other items provided for herein) shall be paid by Federal Reserve bank wire transfer or other immediately available funds at the Closing.

### ARTICLE III **TITLE, SURVEY AND CONDITIONS PRECEDENT**

**Section 3.1. Title Insurance.** Within **ten (10)** days from the Effective Date, Seller shall, at Seller's expense, obtain an owner's title insurance commitment for the Property ("Commitment") issued by a title insurance company as is approved by Buyer ("Title Company"). The Commitment shall name Buyer or its assigns as the proposed insured, be in the amount of the Purchase Price, include copies of all documents referenced therein including any exceptions and insure any easements benefiting the Property. Buyer shall have up to **ten (10)** days after expiration of the foregoing period within which to review the Commitment. In the event Buyer finds the Commitment unsatisfactory in any manner, Buyer shall give written notice to Seller of the objection(s)

within the period allowed for review of the Commitment. Seller shall thereupon promptly use its best good faith efforts to cure said objection(s) (including the institution and diligent pursuit of any legal actions) during the **thirty (30)** day period after notice of objection(s) is received from Buyer and the Closing Date shall be extended during said period. If Seller is unable to cure all such objections to title upon expiration of said period, Seller shall give prompt written notice to Buyer of those objections which Seller is unable to cure. Buyer shall then have the option to either (a) waive the objection(s) to title, or (b) terminate the Agreement, receive a refund of its Escrow Deposit and be relieved of any liability whatsoever hereunder. Any exceptions to title appearing in the Commitment not objected to or duly waived by Buyer as heretofore provided, shall be referred to as "Permitted Exceptions." The Commitment shall provide that all "standard exceptions" (including those for taxes and assessments not shown in the Public Records, parties in possession, mechanics liens, and matters disclosed by an accurate survey) shall be deleted from the title insurance policy when issued. Seller shall provide to Title Company such affidavits, undertakings and other instruments as may be required to delete all standard exceptions.

**Section 3.2. Survey.** Buyer shall, within **ten (10)** days from the Effective Date, obtain at Buyer's expense a current boundary survey of the Property prepared by a registered Florida professional land surveyor ("Survey"). The Survey shall locate and reference specifically all matters shown as exceptions on the Title Commitment. The Survey shall also locate all easements, improvements, roads and rights-of-way (including medians and curb cuts) affecting or adjacent to the Property, the ordinary mean high water line of any adjacent streams, and be certified by survey, as being in accordance with the Minimum Technical Standards promulgated by the Florida Board of Professional Land Surveyors. If the Survey shows any adverse matters affecting the Property to which Buyer objects, written notice thereof shall be given promptly by Buyer to Seller within **ten (10)** days from the date said survey is received by Buyer. Seller shall, within **five (5)** days of said notice, determine whether it intends to cure said adverse matters and shall immediately notify Buyer of its decision. If Seller fails to notify Buyer of its intent not to cure or elects to cure said adverse survey matters and fails to do so prior to Closing, Buyer may either (a) waive the same and proceed to close, or (b) terminate this Agreement, receive a return of its Escrow Deposit and be relieved of any liability whatsoever hereunder. The Survey shall not be deemed received by Buyer unless in compliance with the foregoing instruments.

**Section 3.3. Inspection Period.** The Buyer shall have forty-five (45) days from the Effective Date (the "Inspection Period") in which to evaluate the Property and determine the feasibility of

Buyer's purchase of same. During the Inspection Period, the Buyer and its agents shall be provided with full access to the Property at mutually agreeable times. The Buyer assumes all liability for the acts of any of its agents who enter the Property and does hereby indemnify and hold the Seller harmless from any loss, cost or expense incurred by the Seller as a result of such acts. If for any reason the Buyer, in its sole discretion, determines during the Inspection Period that Property is then unacceptable, the Buyer shall notify the Seller that it has elected not to proceed and thereupon the Escrow Deposit shall be returned to the Buyer and the parties shall be relieved of all liability under this Agreement. In the event Buyer fails to notify Seller within said Inspection Period, it shall be deemed to have elected to proceed.

**Section 3.5. Tests.** Buyer, its agents, representatives and employees may inspect the Property for such purposes as Buyer may reasonably require. Buyer may also enter upon the Property for the purpose of taking soil tests, environmental tests, preparing architectural studies and for such other matters as may be reasonably required by Buyer; provided, however, that any such activity shall not interfere with the business enterprise being conducted on the Property. If and to the extent that Buyer or its representatives enter upon the Property during the course of its inspections, Buyer shall maintain and cause its representatives and agents entering the Property to maintain and have in effect commercial general liability insurance with (a) limits of not less than **One Million and No/100 Dollars (\$1,000,000.00)** per occurrence for personal injury, including bodily injury and death, and property damage, and (b) Seller named as an additional insured party. Buyer shall deliver to Seller a copy of the certificates of insurance effectuating the required insurance before Buyer or its representatives enter upon the Property. Buyer agrees to indemnify, defend and hold Seller harmless from and against all loss, liability, damage and costs which may be incurred by Seller caused by Buyer and its agents as a result of its entry on the Property, and agrees in the event any drilling is done on the Property to repair the Property in such condition as it was prior to the drilling.

**Section 3.6. Existing Surveys and Reports.** Within five (5) days from the Effective Date, Seller shall deliver to Buyer copies of all surveys (boundary, as-built, topographical, etc.), hazardous waste studies, soil tests, evidence of title and other reports and materials (collectively "Reports and Materials") pertaining to the development potential or characteristics of the Property which are accessible to Seller. If this transaction closes, the Reports and Materials shall be the sole property of Buyer. If this transaction does not close, the Reports and Materials shall be returned promptly to Seller.



**Section 3.7. Conditions Precedent to Buyer's Obligation to Close.** The following are specific conditions which must be satisfied prior to, and must be true at Closing:

- (a) The Real Property Lease between Seller (as Landlord) and Christie's Cabaret of Winter Park, LLC (as Tenant) must be terminated, and Landlord must ensure Tenant has vacated the Premises. If an eviction must be undertaken, the Tenant's time for appeal of the eviction action must have elapsed.
- (b) Seller's appeal of the City of Winter Park's determination that the non-conforming use of the Property operating as an adult entertainment establishment can no longer operate under that use at the Property will be withdrawn.
- (c) Christie's Cabaret will execute a release identical to the language in **Exhibit "B"**.
- (d) Seller will execute a release in the form attached as **Exhibit "C"**.
- (e) The approval of this Agreement ~~Contract~~ by Buyer's City Commission at a public meeting, pursuant to § 166.045 Fla. Stat.
- (f) Seller shall fully comply with the provisions of Section 286.23, Florida Statutes by executing and delivering an Affidavit in the form of the Affidavit of Interest in Real Property - Florida Statute 286.23, a copy of which is attached hereto as **Exhibit "D."**

**Section 3.8. Conditions Precedent to Seller's Obligation to Close.** The following are specific conditions which must be satisfied prior to, and must be satisfied at Closing:

- (a) Waiver, to the satisfaction of the Buyer, by Clear Channel Outdoor, Inc. (as Lessee) of the right of first refusal to purchase the Property pursuant to the Sign Lease Agreement by and between Seller (as Lessor) and Clear Channel Outdoor, Inc. (as Lessee) dated July 18, 2000, and the addendum executed by Clear Channel Outdoor, Inc. Seller agrees to allow Buyer to review the notice to Clear Channel, Inc., of the execution of this Agreement triggering the right of first refusal,

before Seller sends that notice to Clear Channel, Inc.

- (b) Written waiver, to the satisfaction of the Buyer, by Christie's Cabaret of Winter Park, LLC (as Tenant) of the right of first refusal to purchase the Property pursuant to a Lease Agreement With Option to Purchase and First Amendment to Lease Agreement dated March 31, 2014 (collectively the "Real Estate Lease") by and between Seller (as Landlord) and Christie's Cabaret of Winter Park, LLC (as Tenant). Seller agrees to allow Buyer to review the notice to Christie's Cabaret of the execution of this Agreement triggering the right of first refusal, before Seller sends that notice to Christie's Cabaret.

#### **ARTICLE IV**

#### **REPRESENTATIONS AND WARRANTIES**

**Section 4.1. Seller's Representations and Warranties.**  
Seller hereby represents and warrants to Buyer as follows:

a. Seller owns fee simple title to the Property and has full capacity, right, power and authority to execute and deliver this Agreement and at Closing, Seller will have full capacity, right, power, and authority to perform this Agreement and all documents to be executed by Seller pursuant hereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms.

b. There is no action, suit or proceeding pending or threatened against Seller or the Property, nor are any outstanding judgments, arbitration awards, decrees, or orders of any kind pending against Seller or the Property **other than the appeal described in Section 3.7.(b) hereof.**

c. There are no tenants in possession or leases encumbering the Property whose leases will not terminate, or cannot be terminated, prior to the Closing Date **other than the Sign Lease Agreement described in Section 5.8. hereunder.**

d. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section.

e. All information delivered or to be delivered to Buyer by Seller as required by this Agreement shall to the best of Seller's knowledge be true, accurate and correct, and no such

information contains or will contain any untrue statement of material fact or omit or will omit a material fact necessary to make the statement of fact recited therein not misleading.

f. To the best of Seller's knowledge, there are no violations of Environmental Laws (as hereinafter defined) related to the Property with respect to the presence or release of Hazardous Materials (as hereinafter defined) on or from the Property. The term **"Environmental Laws"** includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act (**"CERCLA"**) and other federal laws governing Hazardous Materials as in effect on the Contract Date, together with their implementing regulations and guidelines as of the Contract Date, and all state and local laws, regulations and ordinances that regulate Hazardous Materials in effect as of the Contract Date. **"Hazardous Materials"** means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any applicable law, as currently in effect as of the Contract Date (ii) petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) friable asbestos, (vi) flammable explosives, (vii) infectious materials or (viii) radioactive materials.

g. Seller is not subject to any commitment, obligation or agreement, including, but not limited to any right of first refusal or option to purchase granted to a third party, which shall prevent it from completing the sale of the Property to Buyer under the terms of this Agreement or which would bind Buyer in any manner subsequent to the consummation of this Agreement other than the following (i) the right of first refusal as reflected in the Sign Lease Agreement described in Section 3.8.(a) hereof and Section 5.8. hereunder and (ii) the right of first refusal as reflected in the Real Estate Lease described in Section 3.8.(b) hereof.

If Seller receives any such notice, or if Seller is unable to restate any of the above representations at Closing, Seller shall promptly notify Buyer of same and Buyer shall have the right to terminate this Agreement, upon written notice to Seller, and receive a full refund of the Escrow Deposit. At Closing, Seller shall deliver to Buyer a restatement of the above representations.

**Section 4.1. Buyer's Represents and Warrants.** Buyer represents and warrants to Seller as follows:

a. Buyer has full capacity, right, power and authority to execute and deliver this Agreement and at Closing, Buyer will

have full capacity, right, power, and authority to perform this Agreement and all documents to be executed by Buyer pursuant hereto. The individual signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer is, are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto. This Agreement and all documents to be executed pursuant hereto by Buyer are and shall be binding upon and enforceable against Buyer in accordance with their respective terms.

b. Neither Buyer nor any affiliate are identified in any list of known or suspected terrorists published by an United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the "Blocked Persons Lists") including, without limitation, (a) the annex to Executive Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control, and (ii) Buyer is in compliance with the Patriot Act. Pub. L. No. 107-56, 115 Stat. 272 Oct. 26, 2001). Buyer covenants to Seller that if Buyer becomes aware that they or any affiliate are identified on any Blocked Persons List or that Buyer is not in compliance with the Patriot Act, Buyer shall immediately notify Seller in writing of such information. Buyer further agrees that in the event Buyer or any affiliate of Buyer are at any time identified on any Blocked Persons List or are not in compliance with the Patriot Act, such event shall be an event of default, and shall entitle Seller to exercise any and all remedies provided in this Agreement or otherwise permitted by law. Buyer does hereby agree to hold harmless and indemnify Seller from and against any loss, claim or damage which results from any breach of Buyer's representations, warranties and covenants, pursuant to this subsection.

**Section 4.3. Covenants of Seller.** During the pendency of this Agreement, Seller shall do any of the following:

(a) not make any new leases of the Property, or extend any existing lease, or occupancy agreement, of the Property, without the prior written consent of Buyer;

(b) not grant or convey (or modify any existing) any easement, license, permit or any other legal or beneficial interest in or to the Property, without the prior written consent of Buyer;

(c) not violate, or allow the violation of, any law, ordinance, rule or regulation affecting the Property;

(d) pay, as and when the same are due, all payments on

any encumbrances, or assessments presently affecting the Property through the Closing Date;

(e) operate and maintain the Property in accordance with Seller's normal maintenance and management practices utilized in the ordinary course of Seller's business;

(f) not make any material alterations or changes to the Property, except in the ordinary course of business; and

(g) promptly notify Buyer in writing of any litigation or governmental proceeding to which Seller is or becomes a party affecting the Property or any part thereof, and shall cure same at Seller's sole cost and expense.

## **ARTICLE V**

### **CLOSING**

**Section 5.1. Time and Place of Closing.** The Closing of this transaction shall take place at the law offices of Steven M. LaBret, P.A. located at 130 Pasadena Pl., Orlando, FL 32803 at 10:00 a.m. on or before thirty (30) days after the Real Estate Lease is terminated and Christie's Cabaret of Winter Park, LLC (as Tenant) either vacates the Property or is evicted from the Property, and all appeals are exhausted.

**Section 5.2. Costs and Expenses.** Seller agrees to pay all costs and expenses for the following:

(a) documentary stamp tax on the Special Warranty Deed;

(b) preparation of and recording any instruments required to correct objections to title or survey;

(c) Owner's Title insurance; and

(d) other matters agreed herein to be paid by Seller.

Buyer agrees to pay the cost of the following:

(a) recording the Special Warranty Deed; and

(b) other matters agreed herein to be paid by Buyer.

Each party shall pay their own attorneys' fees.

**Section 5.3. Prorations.** Seller shall be responsible for

real estate and personal property taxes owing for tax years prior to the 2014 calendar year, if any, and for the portion of the 2015 calendar year during which Seller owned the Property (i.e., Seller shall be responsible for real estate and personal property taxes owing for the period beginning on January 1, 2015 and ending (but not including) on the Closing date). Unless Buyer is exempt from payment thereof by applicable law, Buyer shall be responsible for real estate and personal property taxes owing for the period commencing on the Closing Date and ending on December 31, 2015. The Escrow Agent shall ensure compliance with Florida Statute 196.295 at Closing. Buyer shall pay any real and personal property taxes billed with respect to the Property after Closing. Buyer shall be solely responsible for and hold Seller harmless from any so-called "rollback" or similar taxes or assessments owing on the Property resulting from the sale thereof to Buyer or any change in the Improvements or the use of the Property by Buyer following Closing.

**Section 5.4. Documents to be Delivered at the Closing.** At the Closing, Seller shall deliver to Buyer (or the Closing Agent or Title Company, as appropriate) the Closing:

(a) Special Warranty Deed. Special Warranty Deed duly executed and acknowledged by Seller, conveying to Buyer fee simple title to the Property subject only to the Permitted Exceptions.

(b) Title Insurance Policy. Title insurance policy, insuring that Buyer owns fee simple title to the Property subject only to the Permitted Exceptions.

(c) Assignments. Assignment of any existing permits, approvals, warranties, utility capacities, guaranties, bonds, applicable to any part of the Property.

(d) Affidavits. Affidavit signed by Seller attesting to the absence of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements to the Property during the ninety (90) day period preceding the Closing. If any labor or materials have been provided within said period (except for labor or materials provided at the request of Buyer for tests, studies and investigations of the Property), Seller shall deliver releases or waivers of all lien rights, executed by general contractors, subcontractors, suppliers, laborers and materialmen. Seller shall also provide a Lien Affidavit setting forth the names of all such general contractors, subcontractors, suppliers, laborers and materialmen and reciting that in fact all bills for labor and materials provided to the Property which could serve as a basis for a mechanic's lien have been paid in full.



(e) FIRPTA Affidavit. Affidavit signed by Seller attesting that Seller is not a "foreign person," as such term is defined in Section 1.897-1(k), United States Treasury Regulations, and that, accordingly, the transactions contemplated in this Agreement are not subject to the withholding requirements imposed by Section 1445 of the United States Internal Revenue Code of 1954, as amended (the "Code").

(f) Sign Lease Assignment. Assignment of the Sign Lease Agreement referred to in Section 3.8.(a) hereof.

(g) Waivers. Waivers of the right of first refusal referred to in Section 3.8.(a) and (b) hereof.

(h) Other Documents. Such other documents as may be reasonably required to consummate the transaction contemplated herein in accordance with the provisions of this Agreement.

At the Closing, Buyer shall deliver to Seller (or to the Closing Agent or Title Company, as appropriate) the following:

(a) Purchase Price. The balance of the Purchase Price after application of the Escrow Deposit (plus or minus prorations).

(b) Other Documents. Such other documents as may be reasonably required to consummate the transaction contemplated herein in accordance with the provisions of this Agreement.

**Section 5.5. Proceeds of Sale and Closing Procedure.** The Special Warranty Deed shall be recorded upon receipt of the required funds by Escrow Agent and evidence of title continued from the date of the Commitment to show title in Seller at the time of recording, without any matters other than the Permitted Exceptions.

**Section 5.6. Possession.** Buyer shall be granted full possession of the Property as of Closing.

**Section 5.7. Real Property Lease Agreement.** Seller represents and warrants that the Property is currently leased to Christie's Cabaret of Winter Park ("Tenant") which Lease will terminate at or prior to Closing.

**Section 5.8. Sign Lease Agreement.** Seller represents and warrants that there is a sign Lease on the Clear Channel Outdoor, Inc. ("Lessee"). A true and correct copy of the Sign Lease Agreement is attached hereto as **Exhibit "E"**.

## ARTICLE VI

## **DEFAULT AND REMEDIES**

**Section 6.1. Default by Seller.** If Seller shall fail to fulfill any agreement or obligation contained herein, or if the Closing does not occur due to a default by Seller (other than its good faith inability to cure title or survey objections or Buyer's default), then Buyer may at its election, either (a) terminate the Agreement, obtain a refund of the Escrow Deposit and be released of all liability whatsoever hereunder, or (b) enforce the Agreement through specific performance.

**Section 6.2. Default by Buyer.** If Buyer shall fail to fulfill any agreement or obligation contained herein, or if the Closing does not occur due to a default on the part of Buyer (other than Seller's default), then Seller shall be entitled, either (a) to retain the Escrow Deposit as agreed upon liquidated damages considerations for the execution of this Agreement, and in full settlement of any claims of this Agreement will terminate and be of no further force or effect except for those obligations contained in this Agreement which expressly survive a termination hereof; or (b) pursue the right to specific performance.

**Section 6.3. Notice of Default.** No party shall be in default of this Agreement, nor shall any party have the right to exercise any remedy available to it under this Agreement or under law, until after the service on the non-performing party of written notice of said default and the expiration of **ten (10)** business days from said written.

## **ARTICLE VII** **CONDEMNATION AND RISK OF LOSS**

**Section 7.1. Condemnation.** If prior to the Closing any condemnation or similar action is instituted or threatened (either pursuant to a negotiated transaction or by condemnation proceedings) with reference to the Property, Buyer may, at its option, (a) take the Property as is together with any condemnation proceeds payable by virtue of any condemnation or similar action, or (b) terminate this Agreement, obtain a refund of the Escrow Deposit and be released of any liability hereunder. Seller upon learning of or obtaining notice of any such ending or planned action shall immediately notify Buyer and allow Buyer to participate in all negotiations and proceedings with respect thereto.

## **ARTICLE VIII** **ESCROW AGENT**

**Section 8.1. Duties of Escrow Agent.** Escrow Agent is authorized and agrees by acceptance of funds and documents to hold and deliver the same in accordance with the terms hereof. In the event of doubt as to its duties, Escrow Agent may in its sole discretion, (a) continue to hold the monies and documents which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or (b) deposit all the monies and documents then held with the Clerk of the Circuit Court for **Orange** County, Florida, and upon notifying all parties concerned of such action, any liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any lawsuit wherein Escrow Agent is made a party by virtue of acting as such escrow agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, Escrow Agent shall be entitled to recover a reasonable attorneys' fee and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Buyer or Seller of monies or documents held in escrow, unless such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of Escrow Agent. **Nothing herein shall preclude Escrow Agent from representing Seller.**

**ARTICLE IX**  
**REAL ESTATE COMMISSIONS**

Seller and Buyer represent and warrant, each to the other, that neither has contacted, consulted, or become in any way connected with any broker, finder, or other such party in connection with this Agreement or the sale contemplated herein. Seller and Buyer also represent and warrant, each to the other, that no broker, finder, or other party, including Seller, Buyer, their partners, employees, agents, or affiliates is entitled to, has earned or has been paid directly or indirectly any brokerage commission, or similar fee, however paid in any form as a consequence of this transaction. Seller and Buyer shall each defend, indemnify, and hold harmless the other, against any and all claims of brokers, finders, or the like, and against the claims of all parties asserting the right to a commission or similar fee through the acts of the other, the other's partners, agents, or affiliates in connection with this Agreement. Each party's indemnity obligation shall include all damages, losses, costs, liabilities, and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all the matters against which the other is indemnified hereunder.

The provisions of this section shall survive the Closing or termination of this Agreement.

## **ARTICLE X**

### **MISCELLANEOUS**

**Section 10.1. Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person(s) who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in building in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**Section 10.2. Survival of Warranties.** The terms, conditions and warranties of Seller herein shall survive Closing contemplated by this Agreement.

**Section 10.3. Amendments.** This Agreement may be amended only by a writing executed by all of the parties hereto.

**Section 10.4. Costs of Enforcement.** In the event a party initiates legal action (including both trial and appellate proceedings) to enforce his or its rights hereunder, the prevailing party in such action shall recover from the non-prevailing party his or its reasonable litigation expenses (including, but not limited to, reasonable attorneys' fee and legal assistant fees) of all such proceedings.

**Section 10.5. Entire Agreement.** This Agreement sets forth the entire understanding of the parties hereto and supersedes all prior contracts, agreements, arrangements, communications, discussions, representations, and warranties, whether oral or written, among the parties.

**Section 10.6. Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida. Any action to enforce the rights and obligations hereinunder shall be taken in a court of competent jurisdiction exclusively in **Orange** County, Florida and neither party shall object on the grounds that such forum is inconvenient or lacks proper jurisdiction.

**Section 10.7. Notices.** Any notices required by this Agreement shall be addressed to the parties at the following addresses, or at such other address designed in writing by the party to receive notice:

If to Seller:                      2600 Lee Road Property, LLC

Attn: John Prevatt, mgr.  
3001 Ardsley Dr.  
Orlando, FL 32804  
Phone #: (407) 256-6791  
Fax #:  
Email: john.prevatt@id.com

With a Copy to: **Steven M. LaBret, Esq.**  
130 Pasadena Pl.  
Orlando, FL 32803  
Phone #: (407) 422-5819  
Fax #: (321) 236-6618  
Email: labretpa@cfl.rr.com

If to Buyer: **City of Winter Park**  
Attn: Randy Knight, City Manager  
401 S. Park Ave.  
Winter Park, FL 32789-4386  
Phone #: (407) 599-3235  
Fax #: (407) 599-3436  
Email: rknight@cityofwinterpark.org

With a Copy to: **Usher L. Brown, Esq.**  
111 N. Orange Ave., Ste. 2000  
Orlando, FL 32802  
Phone #: (407) 425-9566  
Fax #: (407) 425-9596  
Email: lbrown@orlandolaw.net

Any party by written notice to the other parties may change the address or the persons to whom notices or copies thereof shall be directed.

Notices shall be either:

- (a) Personally delivered (including delivery by Federal Express or other courier services) to the address set forth above, in which case they shall be deemed delivered on the date of delivery;
- (b) Sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee, in which event they shall be deemed delivered on the date of the deposit in the U.S. Mail;
- (c) Transmitted via telecopier using the telecopier numbers provided above (or such other number as the receiving

party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of transmission, provided the day of transmission is a normal business day, or on the first normal business day after the transmission. All telecopier transmission must, if challenged, be verified on a printout generated by the transmitting machine; or

(d) Email.

Notices or communications to or from a party's attorney will be deemed to be to or from the party.

**Section 10.8. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and permitted assigns.

**Section 10.9. Waivers.** Any waiver by any party of any violation of, breach of, or default under any provisions of this Agreement by another party shall not be construed as, or constitute, a continuing waiver of such provision, or waiver of any other violation of, breach of or default under any other provision of this Agreement.

**Section 10.10. Construction.** The parties acknowledged that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits thereto.

**Section 10.11. Interlineation.** Whenever in this Agreement any printed portion has been stricken out, whether or not any relative provision has been added, this Agreement shall be construed as if the material so stricken was never included herein and no inference shall be drawn from the material so stricken out which would be inconsistent in any way with the construction or interpretation which would be appropriate if such material were never contained herein.

**Section 10.12. Invalid Provisions.** If any provision of this Contract is held by a court to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected thereby. In lieu of each such illegal, invalid or unenforceable provision there shall be substituted automatically as a part of this Agreement a provision as similar in content to such illegal, invalid or unenforceable provisions as may be possible and yet be legal, valid and enforceable.



**Section 10.13. Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto. No rights, obligations, or liabilities hereunder shall be assignable by any party without the prior written consent of the other party.

**Section 10.14. Acceptance By Telecopier or Email.** Either party may demonstrate its execution or acceptance of this Agreement by facsimile or email transmitted via telecopier or email showing the transmitting parties' signature thereon. Such a facsimile or email, once received by the other party, shall bind the transmitting party to the same extent as would delivery of this Agreement (or a counterpart hereof) containing the parties' actual signature.

**Section 10.15. Third Parties.** Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than the parties hereto any rights or remedies under or by reason of this Agreement.

**Section 10.16. Recitals.** The recitals set forth in the "Whereas" clauses above are true and correct and are incorporated herein by reference and made a part hereof.

**Section 10.17. Gender.** All personal pronouns used herein, whether used in the masculine, feminine or neuter gender shall include all other genders and the singular unless the text shall specifically prohibit such interpretation.

**Section 10.18. Exhibits.** The Exhibits attached to this Agreement are incorporated herein and shall be part of this Agreement for all purposes.

**Section 10.19. Headings.** The headings in this Agreement are solely for convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement.

**Section 10.20. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together will constitute one and the same instrument.

**Section 10.21. Effective Date.** The Effective Date of this Agreement shall be the date the last party executes this Agreement which shall be no later than **November \_\_, 2014.**

**IN WITNESS WHEREOF,** the parties or their duly authorized representatives hereto have duly executed this Agreement as of the day and year written below.

Witnesses:

Anne E. Thate  
Signature of Witness (As to 1)

Anne E. Thate  
Print Name of Witness (As to 1)

[Signature]  
Signature of Witness (As to 1)

Edward Miller  
Print Name of Witness (As to 1)

\_\_\_\_\_  
Signature of Witness (As to 2)

\_\_\_\_\_  
Print Name of Witness (As to 2)

\_\_\_\_\_  
Signature of Witness (As to 2)

\_\_\_\_\_  
Print Name of Witness (As to 2)

G:\docs\Cities\Winter Park\Christie's Cabaret - appeal of closing 2014\Sale of Property\Agreement for Sale and Purchase CITY ATTY  
REDLICK 11-17-14.doc  
Rosa P. L. L. 2600-Cabaret\AgmtSaleBuyerProp(4)  
Draft #2 (11/7/14)

SELLER:

2600 LEE ROAD PROPERTY, LLC

1. By: [Signature]  
John Prevatt, mgr

Dated: November 20, 2014

BUYER:

CITY OF WINTER PARK

2. By: \_\_\_\_\_  
Kenneth W. Bradley  
Its: Mayor

Date: \_\_\_\_\_, 2014

**RECEIPT OF ESCROW AGENT**

The undersigned as Escrow Agent acknowledges receipt of the Escrow Deposit in the amount of **\$25,000.00** in the form of a check to be deposited and held (subject to clearance) in accordance with the terms of the foregoing Agreement.

Received this \_\_\_\_ day of November, 2014.

STEVEN M. LABRET, P.A.

By: \_\_\_\_\_

Steve M. LaBret, Esq.  
130 Pasadena Pl.  
Orlando, Florida 32803  
Telephone: (407) 422-5819  
Facsimile: (321) 236-6618  
Fla. Bar #: 0478067  
Email: labretpa@cfl.rr.com

**SELLER:** 2600 LEE ROAD PROPERTY, LLC  
**BUYER:** CITY OF WINTER PARK, LLC  
**PROPERTY ADDRESS:** 2600 LEE ROAD  
WINTER PARK, FL 32789  
**PARCEL ID NO:** 02-22-29-4164-02-010

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lots 1, 2, 3 and 4, Block B, Killarney Acres, according to the plat thereof as recorded in Plat Book O, Page 49, Public Records of Orange County, Florida.

EXHIBIT "B"  
[CHRISTIE'S CABARET RELEASE]

RELEASE OF CLAIMS

**Subject Property: 2600 Lee Road, Winter Park, Florida**

**Tenant: Christie's Cabaret of Winter Park, LLC**

Tenant and its assignees, subsidiaries, affiliates, former and present parent companies, directors, officers, servants, agents, attorneys, employees, affiliates' employees, stockholders, successors, divisions, related companies, heirs, successors and assigns does hereby release, remise, acquit, satisfy, forever discharge, and hold the City of Winter Park harmless and indemnify the City of Winter Park, its employees, commissioners, and attorneys, from the Claims.

As used herein, "Claims" shall mean any and all claims, debts, liabilities, demands, suits, proceedings, sums of money, accounts, actions or causes of action, including but not limited to any claims for declaratory or injunctive relief, challenges or appeals of any decision of the City of Winter Park relating to the subject property or criminal or code enforcement actions taken by the City of Winter Park, claims for damages, consequential damages, lost profits, court costs, attorneys' fees, expert fees and costs, or punitive damages, arising from, connected with, resulting from or related to any actions or failure to act by the City of Winter Park, including, without limitation, any such claim for wrongful taking, deprivation of property rights, inverse condemnation, Bert Harris claims, tortious interference claims, malicious prosecution, false imprisonment, or any other torts, wrongful arrest, loss of nonconforming use status, loss of alcohol permits, loss of occupational licenses, or any other claims related in any way to the Tenant's use and occupation of the subject property.

Dated this \_\_\_\_ day of November, 2014.

[signatures to follow]

Tenant, Christie's Cabaret of  
Winter Park, LLC

By: \_\_\_\_\_

Print  
name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2014, by  
\_\_\_\_\_ the  
(check one) ☐ who is personally known to me or ☐ who produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public - State of  
Florida  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



EXHIBIT "C"

RELEASE OF CLAIMS

**Subject Property: 2600 Lee Road, Winter Park, Florida**

**Seller: 2600 Lee Road Property, LLC**

Seller and its assignees, subsidiaries, affiliates, former and present parent companies, directors, officers, servants, agents, attorneys, employees, affiliates' employees, stockholders, successors, divisions, related companies, heirs, successors and assigns does hereby release, remise, acquit, satisfy, forever discharge, and hold the City of Winter Park harmless and indemnify the City of Winter Park, its employees, commissioners, and attorneys, from the Claims.

As used herein, "Claims" shall mean any and all claims, debts, liabilities, demands, suits, proceedings, sums of money, accounts, actions or causes of action, including but not limited to any claims for declaratory or injunctive relief, challenges or appeals of any decision of the City of Winter Park relating to the subject property or criminal or code enforcement actions taken by the City of Winter Park, claims for damages, consequential damages, lost profits, court costs, attorneys' fees, expert fees and costs, or punitive damages, arising from, connected with, resulting from or related to any actions or failure to act by the City of Winter Park, including, without limitation, any such claim for wrongful taking, deprivation of property rights, inverse condemnation, Bert Harris claims, tortious interference claims, malicious prosecution or any other torts, wrongful arrest, loss of nonconforming use status, loss of alcohol permits, loss of occupational licenses, or any other claims related in any way to the subject property. Seller and their subsidiaries, affiliates, former and present parent companies, directors, officers, servants, agents, attorneys, employees, affiliates' employees, stockholders, successors, divisions, related companies, heirs, successors and assigns does hereby release, remise, acquit, satisfy, forever discharge, and hold the City of Winter Park harmless and indemnify the City of Winter Park, its employees, commissioners, and attorneys every other party to this Agreement, from the Claims.

Dated this \_\_\_\_ day of November, 2014.

Seller, 2600 Lee Road Property,  
LLC, a Florida limited liability  
company

By: \_\_\_\_\_

Print  
name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2014, by  
\_\_\_\_\_ the \_\_\_\_\_ of  
2600 Lee Road Property, LLC, a Florida limited liability  
company, (check one) ☐ who is personally known to me or ☐ who  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public - State of  
Florida  
Print Name: \_\_\_\_\_

My Commission expires:

EXHIBIT "D"

AFFIDAVIT OF INTEREST IN REAL PROPERTY - F.S. 286.23

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

The undersigned is the \_\_\_\_\_ of \_\_\_\_\_, the legal title holder of the real property described on the attached Exhibit "A"; and (select appropriate option below):

☐ (check if applicable) - The name(s) and address(es) of every person having a beneficial interest in the real property described on the attached Exhibit "D-1" however small or minimal is/are:

	Name	Address
a)		
b)		
c)		

☐ (check if applicable) - All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

[SIGNATURE ON FOLLOWING PAGE]

WITNESSES:

\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
Print  
name: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
(print)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(print)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2014, by \_\_\_\_\_, the  
\_\_\_\_\_ of \_\_\_\_\_,  
(check one) ☐ who is personally known to me or ☐ who provided  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public

**EXHIBIT "D-1"**

Lots 1, 2, 3 and 4, Block B, Killarney Acres, according to the plat thereof as recorded in Plat Book O, Page 49, Public Records of Orange County, Florida.

**EXHIBIT "E"**  
**BILLBOARD LEASE**



# ELLER MEDIA COMPANY

5333 Old Winter Garden Road  
Orlando, FL 32811  
(407) 298-6410 phone / (407) 297-8176 fax

FILE COPY

LEASE #	13204
REP	J. Krutzenga
CITY	Orlando
COUNTY	Orange
ZONING	C-1

## Lease Agreement

This Agreement is made effective July 18, 2000 and entered into by and between John W. Prevatt, et al ("Lessor") and Eller Media Company, a Delaware Corporation, ("Lessee"). In consideration of the undertakings contained in this Lease Agreement and other good and valuable consideration the receipt of which is acknowledged, Lessor leases and grants to Lessee exclusive rights for the purposes set forth in this Lease, including the rights of possession and use of and ingress and egress to the real estate commonly known as S/S Lee Rd 700 ft E/O 1-4, in the County of Orange in the State of Florida ("Property") whose permanent property tax index number and legal description shall be attached by either party as Exhibit A. Property # 2229-02-4164-02-010

1. The Term of this Lease shall be Eight years plus option and shall be extended from year-to-year at the end of the Term upon the terms and conditions then in effect unless terminated by either party by written notice to the other party Ninety (90) days prior to the end of the Term or any extension.

2. Lessee shall pay to Lessor rent in the amount of One Hundred Dollars (\$100.00) for the period of time prior to construction of the advertising sign structure. On the date such construction is completed, or if this lease is a renewal of an existing leasehold, upon the date above, rent shall commence to accrue for the term of this lease at the rate of \$ See Addendum per year payable in twelve (12) equal monthly installments. After commencement, rent shall be paid monthly on or before the 10th day of each month, provided, however that the rent for the month in which construction is completed shall be due and payable on the date such construction is completed on a prorated basis.

3. Lessee shall have the exclusive right to the Property for the purpose of construction, operation, repair, repositioning and maintenance of outdoor advertising structures and displays, communications equipment on the displays and lighting connections and equipment (all personal property or fixtures installed by or on behalf of Lessee is collectively referred to as "Equipment"). Lessor further grants Lessee and such other individuals or companies as Lessee shall nominate, including the local electric company, such additional rights or easements as are necessary to construct, illuminate, maintain, operate, remove, or replace the Equipment; the right to ingress and egress over the Property; and the right to maintain the visibility to the advertising display face(s) free of obstructive vegetation and structures for the initial term and for all extensions and period of refusal rights.

4. At any time (a) Electrical service is unavailable or interrupted, (b) Lessee's advertising copy becomes entirely or partially obscured or destroyed, (c) the premises become unsafe or unsightly, in Lessee's sole judgment, for the maintenance of the Lessee's advertising copy thereon; (d) the value of the premises for advertising purposes diminishes; (e) there is a diversion, reduction or change in directional flow of traffic from the street or streets adjacent to or leading to or past the subject premises; (f) Lessee is unable to obtain necessary permits for the erection or maintenance of such signs as the Lessee may desire to construct or to maintain; (g) Lessee is prevented by governmental authority from constructing or maintaining such signs as the Lessee may so desire to construct or maintain; or, (h) such activity becomes unprofitable within the sole judgment of Lessee then, and in such event above (a) through (h), at the option of Lessee, this Lease shall be amended, or shall terminate upon fifteen (15) days written notice to Lessor.

5. Lessee does hereby indemnify and agree to hold Lessor harmless against all claims or damages to person or property by reasons of accidents resulting from the negligence of the Lessee's agents, employees, or workmen in the construction, maintenance, repair, or removal of its sign structures or Equipment.

6. All permits, licenses, structures, displays, advertising copy, equipment and other materials placed upon the Property by Lessee are Lessee's trade fixtures, trade names and trademarks, and shall be and remain Lessee's exclusive personal property, and may be removed by Lessee at any time prior to or within a reasonable time after the termination of this lease or any extension of this Lease. Only Lessee's employees and other authorized persons may have access to or upon the structures and Equipment. Without Lessee's prior written consent, Lessor agrees that no liens or encumbrances may be placed upon or be permitted to remain upon Lessee's personal property.

7. This Lease is assignable by Lessor or Lessee and shall be binding upon the heirs, executors, personal representatives, successors and assigns of both Lessor and Lessee. If this Lease is assigned or the real property is sold, Lessor shall notify Lessee immediately of said assignment or sale prior to the assignment or sale taking place. Lessor also agrees to provide the new owner written notice of the existence of this Lease and to deliver a copy of this Lease to the new owner. In the event Lessor shall decide during the term of this Lease to sell the Property, Lessor shall give written notice to Lessee of the terms and price offered by a third party. Lessee shall be entitled for Sixty (60) days to acquire the premises on the terms and conditions in said notice.

*Continued on Reverse*

8. In the event that any part of the Property is conveyed or acquired or sought to be conveyed or acquired by any entity directly or indirectly having or having been delegated the power of eminent domain, Lessee shall at its option be entitled to contest the acquisition or defend against the taking of Lessee's interest in the Property, relocate the outdoor advertising structure and other Equipment to any portion of the Property not being acquired and to be compensated for all costs, damages and loss of revenue and value incurred by Lessee relating to the operation of the outdoor advertising displays and other Equipment during the term of this lease, its renewals and extensions. Lessor may not terminate this Lease if the Property has been taken or is being threatened by the conveyance or acquisition described in this section. Lessor shall give written notice to Lessee of any such conveyance or acquisition which is proposed or contemplated.

9. Lessor represents and warrants that it is the owner or title holder of the Property or the agent of such owner or title holder and has full authority to execute this Lease and agrees to indemnify and save harmless Lessee from any and all claims and for liability caused by a breach of this warranty. Lessor further covenants that Lessor will not permit any adjoining premises owned or controlled by Lessor to be used for advertising purposes or to permit Lessee's signs to be obstructed in any manner and further covenants that Lessee shall at all times have the right to remove any obstructive vegetation or later-built structure as needed.

10. Lessor gives Lessee its permission and limited power of attorney for the purpose of performing every act deemed necessary by Lessee to apply for and secure at Lessee's own expense and for Lessee's sole benefit and control the state and local building, sign and electrical permits, zoning variances, special uses, or changes in the zoning law relating to signs, necessary to erect, maintain and modify the advertising sign structure on the Property. Lessee shall have no obligation to pursue particular zoning matters or to continue to maintain any permit or license and any such action taken by Lessee shall be at its option.

11. All notices required to be sent under this Lease shall be by certified mail, return receipt requested to the following:

Lessor: John Prevatt  
3001 Ardaley Drive  
Orlando, FL 32804  
ph: 407-886-8000

Lessee: Eller Media Company  
5333 Old Winter Garden Road  
Orlando, FL 32811  
ATTN: Real Estate Manager

12. The parties agree that there are no prior or contemporaneous oral agreements pertaining to the matters described in this Lease and that this Lease supersedes all prior written agreements pertaining to the Property by and between Lessor and Lessee. Lessor acknowledges that this Lease and the interests and easements contained in this Lease run with the land. The Lease embodies the entire Agreement between the parties and may not be modified in any respect, except in writing, signed by the parties.

13. Lessor and Lessee agree that each paragraph of this Lease is severable from the remainder; and, if any portion of this Lease is declared to be void or unenforceable, the remainder of the Lease shall continue in full force and effect.

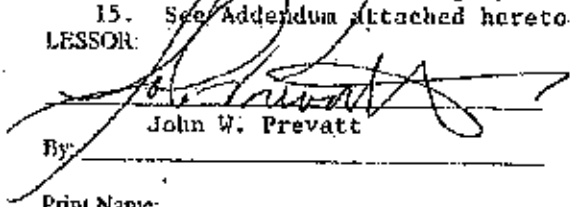
14. Upon request, the parties agree to execute a recordable memorandum of this lease and further agree to execute any documents necessary to effectuate this lease, including any documents necessary for the assignment of this lease or to effectuate its purposes.

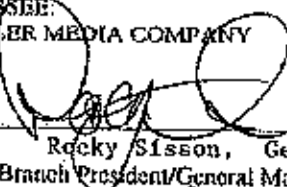
15. See Addendum attached hereto and made a part hereof.

LESSOR:

LESSEE:

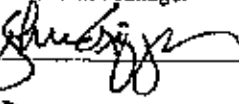
ELLER MEDIA COMPANY

By:   
John W. Prevatt


By:   
Rocky Sisson, Gen. Mgr,  
As: Branch President/General Manager

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

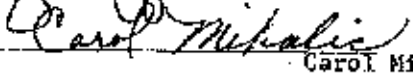
Title: \_\_\_\_\_

WITNESS:  John Kruienza

SS No. or FEIN \_\_\_\_\_

WITNESS:  Rick Searcy

WITNESS:  John Kruienza

WITNESS:  Carol Milhalic

LEASE AGREEMENT  
1/10/00

ADDENDUM

Attached hereto and made a part hereof a certain Lease dated July 17, 2000.

16. The leased property is described as follows:

Orange County, Florida: Killarney Acres; Lots one  
through four(LESS State Road right-of-way along  
North, Block B.

17. The Lessee agrees to pay the Lessor annual sign lease rentals as follows:

Years 1, 2, 3 & 4 ---- \$6,000.00/year payable monthly  
Years 5, 6, 7 & 8 ---- \$6,720.00/year payable monthly

18. The Lessor also grants to the Lessee an option to extend this lease  
for TWO additional years (years 9 & 10) if the Lessee pays the Lessor  
\$14,400.00 for the two year extension on or before July 16, 2008.

19. The Lessor shall have the right to terminate this lease in the event the  
property is sold or developed in a manner that requires the removal of  
lessee's structure (as evidenced by a building permit or Deed copy).  
In such event the Lessor shall provide Lessee ninety(90) days written  
notice of Lessor's intent to terminate this lease. This provision shall  
not apply to a sale to persons or entities related to or affiliated with  
the Lessor, or any entity with the power of eminent domain, or for the  
purpose of constructing a billboard sign structure.

witness

Carol Mihalic  
Carol Mihalic witness

John Krutzenga  
John Krutzenga

Rick Searcy  
Rick Searcy

John Krutzenga  
John Krutzenga

John W. Prevatt, Lessor

Rocky Sisson, Gen. Mgr. on behalf  
of Eller Media Co. Lessee

Addendum to Lease

JUL 08 2010

This addendum to lease #13204 is entered into by John W. Prevatt, hereinafter referred to as "Lessor", and Clear Channel Outdoor Inc, hereinafter referred to as "Lessee," for the purpose of modifying the existing Lease Agreement dated the 18th day of July 2000.

NOW THEREFORE, the parties agree to modify the lease Agreement as follows:

1. This Lease shall be in effect for an initial term of Ten Years (10) years, commencing on July 18, 2010.

2. Rent shall commence at the rate of:

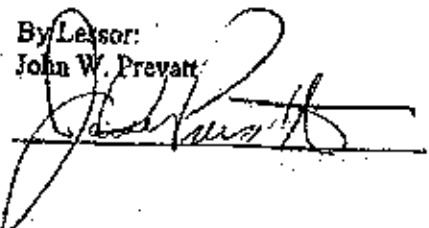
YEARS 1-4: \$3,900.00 per year, payable monthly in advance. *plus sales tax*  
YEARS 5-7: \$8,100.00 per year, payable monthly in advance. *plus sales tax*  
YEARS 8-10: \$9,300.00 per year, payable monthly in advance. *plus sales tax*

3. Mr. Prevatt understands the amount of \$12,320.00 was paid in error by Clear Channel Outdoor for the months of July 18<sup>th</sup>, 2008 thru April 18<sup>th</sup>, 2010 in equal monthly installments. As per this addendum the amount of \$12,320.00 will be repaid to CCO in the form of reduced monthly rent commencing July 18<sup>th</sup>, 2010 - June 18<sup>th</sup>, 2014 (repayment period). If Mr. Prevatt or his heirs and successors, sell or develop the subject parcel during the dates of July 18, 2010 - June 18, 2014 "repayment period", any owed rental reduction having not yet been recouped by CCO from the date of a closed sale or commencement of development, to the expiration of the "repayment period", will be reimburse by Mr. Prevatt or his heirs and successors to CCO, pro rated daily.

Except as modified herein, all original terms and conditions contained in the Lease Agreement referenced above shall remain in full force and effect, where a conflict in terms may exist, the Addendum shall govern.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first listed above.

By Lessor:  
John W. Prevatt



Witness:

1. *[Signature]*  
2. *[Signature]*

By Lessee:  
CLEAR CHANNEL OUTDOOR INC.

By: *[Signature]*  
Craig Swygert  
is: President/General Manager Orlando Division

Witness:

1. *[Signature]*  
2. *[Signature]*



# city commission **public hearing**

item type	Public Hearing	meeting date	December 8, 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:** **Second Reading of the Ordinance to Implement in the Land Development Code, the Modification of the Requirement for Supermajority Approval Needed for Certain Conditional Uses but with the addition of two public hearings/approvals for those conditional uses.**

At the November 24<sup>th</sup> City Commission meeting, the Commission passed at first reading this Ordinance to remove the supermajority vote requirements for certain conditional uses but amended the Ordinance to require two public hearings and approvals for those specific conditional uses. The attached Ordinance for second reading has been amended to that effect.

## **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. However, the Ordinance provides for additional public hearings and consideration by the City Commission by requiring two votes/approvals of these conditional uses that previously needed a supermajority for approval.

## **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. However, the Ordinance provides for additional public hearings and consideration by the City Commission by requiring two votes/approvals of these conditional uses that previously needed a supermajority for approval.

**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. However, the Ordinance provides for additional public hearings and consideration by the City Commission by requiring two votes/approvals of these conditional uses that previously needed a supermajority for approval.

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.



**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; 58-79 AND 58-90 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 THE REQUIREMENT FOR TWO PUBLIC HEARINGS AND APPROVALS FOR CONDITIONAL USES FOR THREE STORY BUILDINGS WITHIN THE CENTRAL BUSINESS DISTRICT AND FOR CONSTRUCTION WITHIN THE STREAM FLOODPLAINS OF THE CITY, PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

**WHEREAS**, the City Commission desires to implement recently amended policies in the Comprehensive Plan; and

**WHEREAS**, the City Commission also desires to provide opportunity for public hearings to be held twice for the approval of certain conditional uses, 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 September 2, 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 ~~board~~ 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~~ provided that such conditional use approvals require two public hearing approvals by the city commission;

**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 ~~board~~ 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~~ provided that such conditional use approvals require two public hearing approvals by the city commission;

**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 ~~board~~ 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~~ provided that such conditional use approvals require two public hearing approvals by the city commission.

**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 ~~board~~ **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 provided that such conditional use approvals require two public hearing approvals by the city commission;~~

**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 ~~board~~ **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~~ provided that such conditional use approvals require two public hearing approvals by the city commission;

**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 ~~board~~ **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 provided that such conditional use approvals require two public hearing approvals by the city commission;~~

**SECTION 7.** That Chapter 58 "Land Development Code", Article III, "Zoning" Section 58-90 "Conditional uses", subsection (c) "Approval of Conditional Uses"; paragraph (1) and subsection (e), "Conditional Use Approval Process", paragraph (1) are hereby amended and modified as follows:



## **Sec. 58-90. Conditional uses.**

### *(c) Approval of Conditional Uses.*

(1) A simple majority of the city commission may override any recommendation for denial or modify any conditions of approval in the recommendation of the planning and zoning ~~board commission except those involving conditional use approvals for three story buildings within the central business district geographic area as defined in this code, which shall require the affirmative vote of four city commissioners per the policies of the Comprehensive Plan.~~

### *(e) Conditional Use Approval Process*

(1) For conditional uses approvals involving buildings over 10,000 square feet or for three story buildings within the central business district geographic area as defined in this code, there is a two step process established involving a preliminary approval and then a final development plan approval. Preliminary approvals may be recommended by the planning and zoning ~~board commission~~ and may be approved by the city commission except for three story buildings within the central business district and construction within stream floodplains which shall require two public hearing approvals of the preliminary conditional use by the City Commission. Otherwise, ~~or~~ at the discretion of the applicant, the applicant may apply and request a final development plan approval in one step by both the planning and zoning ~~board commission~~ and the city commission, if all relevant issues are addressed and complete submissions are approved. A preliminary approval is the first step of a two-step approval process. The second step is the final development plan approval which requires the resubmission of additional plan documents or other relevant materials as may be deemed necessary to the planning and zoning ~~board commission~~ for recommendation and for action by the city commission. The city commission may, except for three story buildings within the central business district and for construction within stream floodplains, at its choosing, delegate the subsequent review and final development plan approval authority to the planning and zoning ~~board commission~~ such as providing for a final development plan approval subject to the planning and zoning ~~board's commission's~~ review and approval of a landscape plan, lighting plan, etc. The initial preliminary approval does not establish a contractual obligation for the city to issue development orders and building permits until the final approval is granted.

**SECTION 8.** 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 that such conditional use approvals require two public hearing approvals by the city commission. ~~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 9. 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 10. Conflicts.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 11. 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) 425-9556

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

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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

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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.<sup>1</sup>

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

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<sup>1</sup> 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.

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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 only of local codes, ordinances or charters.

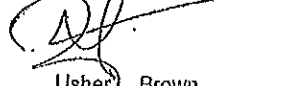
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The Attorney General does have discretion, however, to issue an opinion "notwithstanding any other provision of law". Section 16.01(3), Florida Statutes.

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:tla

G:\Docs\City\Winter Park\Legal Opinion Letters\2012 opinion - conflict between charter provision and ordinances calling for super majority vote\Usher L. Brown re super majority vote and conflicts between charter provision & ordinances.wpd



# city commission public hearing

Item type	Public Hearing	meeting date	December 8, 2014		
prepared by	Dori Stone	approved by	<input checked="" type="checkbox"/>	City Manager	
department	Planning & Comm. Develop.		<input checked="" type="checkbox"/>	City Attorney	
division			<input type="checkbox"/>	N/A	
board approval	DRC	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> N/A	5-0 final vote
strategic objective	<input type="checkbox"/> Exceptional Quality of Life				
	<input checked="" type="checkbox"/> Intelligent Growth & Development				
	<input type="checkbox"/> Fiscal Stewardship				
	<input type="checkbox"/> Public Health & Safety				
	<input type="checkbox"/> Investment in Public Assets & Infrastructure				

## subject

Reconsideration of Section 10 and Section 11 of the First Amendment of the Ravaudage Planned Development Development Order

## motion | recommendation

Recommend approval of additional revisions to the first amended and restated Ravaudage Development Order and adopt the changes through Resolution.

## background

On November 10, 2014, the City Commission reviewed a number of amendments to the Ravaudage Planned Development Development Order. On November 24, 2014, the City Commission asked for reconsideration of Sections 10 and 11 of the previously approved Development Order. The requested changes and DRC's recommendation are highlighted below. The amended and revised Development Order is attached with the two sections under review highlighted in red. The height map is also attached showing the area that the developer would like to modify to allow six stories maximum instead of four.

**Condition #10 (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.**

**Condition #11 (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.**

**Condition #11 (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 south of Elvin Way. 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.**

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.

**RESOLUTION NO. 2149-14**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY  
OF WINTER PARK, FLORIDA, APPROVING A SECOND  
AMENDED AND RESTATED DEVELOPMENT ORDER FOR  
THE RAVAUDAGE DEVELOPMENT; PROVIDING FOR  
CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, Daniels B. Bellows (Developer), and City of Winter Park previously entered into an Annexation Agreement dated April 9, 2012 and recorded in O.R. Book 10363, Page 1250, et seq, Public Records of Orange County, Florida, concerning property generally located at Lee Road and 17-92 in Winter Park, Florida and known as Ravaudage, in which the parties agreed that Developer's Development Order with Orange County dated May 24, 2011, (the Original Order") would govern the development of Ravaudage with a few modifications, as noted in the Annexation Agreement; and

**WHEREAS**, the Orange County Zoning Code applies to the development of Ravaudage under F.S. §171.062 and under the terms of the Annexation Agreement; and

**WHEREAS**, the Developer has requested certain additional amendments to the Original Order, which have been approved by the City's Development Review Committee at public hearings on March 25, 2014, April 15, 2014, and August 27, 2014, and by the City Commission at a public hearing on November 10, 2014, all in accordance with the procedure required by the Orange County Zoning Code, and those requested amendments are reflected in the Amended and Restated Development Order; and

**WHEREAS**, the Original Order will continue to govern those parcels which are no longer owned by the Developer, which consist of the parcel at 1251 Lee Road, Winter Park, Florida, with a Parcel ID No. 01-22-29-3712-01-010, the vacant parcel at N. Orlando Avenue, Winter Park, Florida, with a Parcel ID No. 01-22-29-3712-01-131, and the parcel at 1006 Lewis Drive, Winter Park, with a Parcel ID No. 01-22-29-3712-02-150; and

**WHEREAS**, on November 10, 2014, the City approved Resolution No. 2148-14, approving the Amended and Restated Development Order; and

**WHEREAS**, the City Commission desires to consider additional changes to the Amended and Restated Development Order in sections 10 (c), 11 (c), (e) and (f); and

**WHEREAS**, the City finds that the Second Amended and Restated Development Order is consistent with the County Comprehensive Plan and the County Zoning Code, and is in the best interests of the citizens of Winter Park.

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

**SECTION 1. Approval.** The City Commission of the City of Winter Park hereby approves the Second Amended and Restated Development Order attached hereto as Exhibit "A", and authorizes the Mayor to execute said Order on behalf of the City.

**SECTION 2. Severability.** If any Section or portion of a Section of this Resolution 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 Resolution.

**SECTION 3. Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 4. Effective Date.** This Resolution shall become effective immediately upon 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 8th day of December, 2014.

---

Kenneth W. Bradley, Mayor

Attest:

---

Cynthia S. Bonham, City Clerk

PREPARED BY:  
Catherine D. Reischmann, Esq.  
Brown, Garganese, Weiss & D'Agresta, P.A.  
111 N. Orange Ave., Ste. 2000  
Orlando, FL 32801

Return to:  
City Clerk  
City of Winter Park  
401 S. Park Avenue  
Winter Park, FL 32789

**AMENDED AND RESTATED DEVELOPMENT ORDER  
(RAVAUDAGE)**

THIS AMENDED AND RESTATED DEVELOPMENT ORDER (the "Amended Order") is made and entered into this 10th day of November, 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 **DANIEL B. BELLOWS**, (referred to as "Developer" and "Owner"), P.O. Box 350, Winter Park, FL 32790; **BENJAMIN PARTNERS, LTD.**, a Florida limited partnership, of 411 W. New England Ave., Suite 3, 2<sup>nd</sup> Floor, Winter Park, FL 32789; **BUBBALOU'S INC.**, a Florida corporation, of 558 W. New England Ave., Suite 210, Winter Park, FL 32789; and **GARMET, LTD.**, a Florida limited partnership, of 222 South Pennsylvania Ave., Ste. 200, Winter Park, FL 32789 (referred to as "Owners").

**WITNESSETH:**

**WHEREAS**, the property that is the subject of this Amended Order is generally located at Lee Road and U.S. 17-92 in Winter Park, Florida, and is described in attached Exhibit A (the "Property"), and the development on the Property is known as Ravaudage; and

**WHEREAS**, the City and Developer previously entered into an Annexation Agreement dated April 19, 2012 and recorded in O.R. Book 10363, Page 1250 et seq, Public Records of Orange County, Florida, and in Section 5, the parties agreed to accept the Developer's prior Development Order with Orange County dated May 24, 2014, to govern the development of Ravaudage with a few modifications, as noted in the Annexation Agreement; and

**WHEREAS**, the City agreed to maintain the County Comprehensive Plan designation on the Property, Orange County PD zoning, and pursuant to Fla. Stat. 171.062, to follow the Orange County Subdivision and Zoning Code to regulate development on the Property; and

**WHEREAS**, the Developer has requested certain amendments to the Original Order, which have been approved by the City's Development Review Committee at public hearings on March 25, 2013, April 15, 2014 and August 27, 2014, and by the City Commission at a public hearing on November 10, 2014, as required by the Orange County Zoning Code, and those amendments are reflected in this Amended and Restated Agreement; and

**WHEREAS**, the Original Order will continue to govern those parcels which are no longer owned by the Developer, which consist of the parcel at 1251 Lee Road, Winter Park,

Florida, with a Parcel ID No. 01-22-29-3712-01-010, the vacant parcel at N. Orlando Avenue, Winter Park, Florida, with a Parcel ID No. 01-22-29-3712-01-131, and the parcel at 1006 Lewis Drive, Winter Park, Florida, with a Parcel ID No. 01-22-29-3712-02-150, and the parcel at 1101 Lewis Drive, Winter Park, Florida, with a parcel ID No. 01-22-29-2712-06-170; and

**WHEREAS**, the City finds that this Amended Order is consistent with the City and County Comprehensive Plans, the Orange County Zoning Code, and is in the best interests of the citizens of Winter Park.

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

1. Recitals. The above recitals are true and correct and form a materials part of this First Amendment.

2. THE DEVELOPMENT SHALL CONFORM TO THE RAVAUDAGE PD LAND USE PLAN DATED "RECEIVED APRIL 4, 2011," AND ANY AMENDMENT AND/OR MODIFICATIONS THEREOF AND ATTACHED HERETO AS EXHIBIT B AND SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND COUNTY LAWS, ORDINANCES AND REGULATIONS, EXCEPT TO THE EXTENT THAT ANY APPLICABLE COUNTY LAWS, ORDINANCES OR REGULATIONS ARE EXPRESSLY WAIVED OR MODIFIED BY ANY OF THESE CONDITIONS, ACCORDINGLY, THE PD MAY BE DEVELOPED IN ACCORDANCE WITH THE USES, DENSITIES AND INTENSITIES DESCRIBED IN SUCH LAND USE PLAN, SUBJECT TO THOSE USES, DENSITIES AND INTENSITIES CONFORMING WITH THE RESTRICTIONS AND REQUIREMENTS FOUND IN THE CONDITIONS OF APPROVAL AND COMPLYING WITH ALL APPLICABLE FEDERAL, STATE AND COUNTY LAWS, ORDINANCE AND REGULATIONS, EXCEPT TO THE EXTENT THAT ANY APPLICABLE COUNTY LAWS, ORDINANCES OR REGULATIONS ARE EXPRESSLY WAIVED OR MODIFIED BY ANY OF THESE CONDITIONS. IF THE DEVELOPMENT IS UNABLE TO ACHIEVE OR OBTAIN DESIRED USES, DENSITIES OR INTENSITIES, THE COUNTY IS NOT UNDER ANY OBLIGATION TO GRANT ANY WAIVERS OR MODIFICATIONS TO ENABLE THE DEVELOPER TO ACHIEVE OR OBTAIN THOSE DESIRED USES, DENSITIES OR INTENSITIES. IN THE EVENT OF A CONFLICT OR INCONSISTENCY BETWEEN A CONDITION OF APPROVAL OF THIS ZONING AND THE LAND USE PLAN DATED "RECEIVED APRIL 4, 2011," THE CONDITION OF APPROVAL SHALL CONTROL TO THE EXTENT OF SUCH CONFLICT OR INCONSISTENCY.

3. THIS PROJECT SHALL COMPLY WITH, ADHERE TO, AND NOT DEVIATE FROM OR OTHERWISE CONFLICT WITH ANY VERBAL OR WRITTEN PROMISE OR REPRESENTATION MADE BY THE APPLICANT (OR AUTHORIZED AGENT) TO THE BOARD OF COUNTY COMMISSIONERS AT THE PUBLIC HEARING WHERE THIS DEVELOPMENT WAS APPROVED, WHERE SUCH PROMISE OR REPRESENTATION, WHETHER ORAL OR WRITTEN, WAS RELIED UPON BY THE BOARD IN APPROVING THE DEVELOPMENT, COULD HAVE REASONABLY BEEN EXPECTED TO HAVE BEEN RELIED UPON BY THE BOARD IN APPROVING THE

DEVELOPMENT, OR COULD HAVE REASONABLY INDUCED OR OTHERWISE INFLUENCED THE BOARD TO APPROVE THE DEVELOPMENT. FOR PURPOSES OF THIS CONDITION, A "PROMISE" OR "REPRESENTATION" SHALL BE DEEMED TO HAVE BEEN MADE TO THE BOARD BY THE APPLICANT (OR AUTHORIZED AGENT) IF IT WAS EXPRESSLY MADE TO THE BOARD AT A PUBLIC HEARING WHERE THE DEVELOPMENT WAS CONSIDERED OR APPROVED.

4. THE CONCEPTUAL ACCESS POINTS IDENTIFIED ON THE LAND USE PLAN ARE NOT APPROVED AT THIS TIME AND ARE CONCEPTUAL ONLY. FINAL ACCESS POINTS SHALL BE REVIEWED AND APPROVED AT PRELIMINARY SUBDIVISION PLAN OR DEVELOPMENT PLAN STAGE.

5. OUTDOOR SALES, STORAGE, AND DISPLAY SHALL BE ALLOWED TO INCLUDE SPECIAL EVENT SALES, KIOSKS, (TEMPORARY AND PERMANENT) SPECIAL OUTDOOR SALES, FOOD TRUCK EVENTS AND OUTDOOR GARDEN SALES IN CONFORMANCE WITH THE CITY REGULATIONS GOVERNING SUCH EVENTS AND ACTIVITIES.

6. SIGNAGE SHALL COMPLY WITH THE MASTER SIGNAGE PLAN TO BE SUBMITTED AND REVIEWED PRIOR TO DEVELOPMENT PLAN APPROVAL.

7. TREE REMOVAL/EARTHWORK SHALL NOT OCCUR UNLESS AND UNTIL CONSTRUCTION PLANS FOR THE FIRST PRELIMINARY SUBDIVISION AND/OR DEVELOPMENT PLAN WITH A TREE REMOVAL AND MITIGATION PLAN HAVE BEEN APPROVED BY ORANGE COUNTY.

8. A WAIVER FROM SECTION 34-209, WHICH REQUIRES A 6-FOOT HIGH MASONRY WALL TO SEPARATE RESIDENTIAL SUBDIVISIONS FROM ADJACENT ROADWAYS, IS GRANTED AS THIS IS AN URBAN TOWN CENTER IN-FILL PROJECT.

9. THE FOLLOWING WAIVERS FROM THE BIG BOX DEVELOPMENT STANDARDS ARE GRANTED:

- A. A WAIVER IS GRANTED FROM SECTION 38-1234(3) (F) (2) TO ALLOW BIG BOX DEVELOPMENT ONE (1) STORY AND LESS THAN 200,000 SF SHALL HAVE 5% OPEN SPACE (WITH RESTRICTIONS) WITHIN ITS LOT, IN LIEU OF 25% GIVEN THE URBAN VILLAGE LAYOUT OF THIS PLAN, BIG BOX DEVELOPMENT SHALL PROVIDE WITHIN ITS BUILDING LOT 5% OF THE GROSS AREA FOR OPEN SPACE USES (PLAZAS, POCKET PARKS, GREEN AREAS, ETC.).
- B. A WAIVER IS GRANTED FROM SECTION 38-79 (153) (B) TO ALLOW BIG BOX DEVELOPMENTS TO HAVE MAXIMUM 1.00 FAR IN LIEU OF 0.23 FAR.



- C. A WAIVER IS GRANTED FROM SECTION 38-79 (153)(C) TO ALLOW A DETAILED TRAFFIC STUDY AT THE DEVELOPMENT PLAN STAGE IN LIEU OF PROPOSED BIG BOX DEVELOPMENT APPLICATION AT THE LAND USE PLAN STAGE.
- D. A WAIVER IS GRANTED FROM SECTION 38-79 (153)(E) TO ALLOW BIG BOX DEVELOPMENTS TO DESIGNATE AT LEAST TWO (2) VEHICLE PARKING SPACES FOR LOCAL LAW ENFORCEMENT WITHIN THE APPLICABLE PARKING STRUCTURES IN LIEU OF PROVIDING REFERENCED PARKING SPACES ADJACENT TO THE PRINCIPAL STRUCTURE.
- E. A WAIVER IS GRANTED FROM SECTION 38-79 (153)(G) TO ALLOW OFF-STREET STRUCTURED PARKING SERVICING THE BIG BOX NOT TO BE SUBDIVIDED INTO MULTIPLE "SUB-LOTS" WITH UNINTERRUPTED (EXCEPT AT CROSSWALKS) LANDSCAPED PEDESTRIAN SIDEWALK PATHWAYS IN LIEU OF OFF-STREET SERVICING THE PROJECT SHALL BE SUBDIVIDED INTO MULTIPLE "SUB-LOTS" WITH UNINTERRUPTED (EXCEPT AT CROSSWALKS) LANDSCAPED PEDESTRIAN PATHWAYS.
- F. A WAIVER IS GRANTED FROM SECTION 38-79 (153) (I) TO ALLOW BIG BOX USES WITH OFF- STREET STRUCTURED PARKING SHALL PROVIDE ZERO (0) ROADWAY "STACKING" BEFORE THE FIRST TURN WITHIN THE PARKING STRUCTURE IN LIEU OF 200' OFF THE ROADWAY BEFORE THE FIRST TURN WITHIN THE PARKING LOT AS LONG AS ACCESS TO THE PARKING STRUCTURE IS FROM AN INTERNAL ROAD AND ACCESS TO THE PARKING STREET IS LOCATED A MINIMUM OF 200' FROM US 17-92 AND/OR LEE ROAD.
- G. A WAIVER IS GRANTED FROM SECTION 38-79 (153)(K) TO ALLOW NO PAVEMENT OR PART OF ANY VERTICAL STRUCTURE ASSOCIATED WITH THE REAR OR SIDE OF A BIG BOX DEVELOPMENT SHALL BE LOCATED CLOSER THAN 85' IN LIEU OF 200' FROM THE NEAREST PROPERTY LINE OF ANY ADJACENT SINGLE-FAMILY RESIDENTIALLY ZONED PROPERTY. ADDITIONALLY, ONE (1) LANDSCAPE SEPARATION BUFFERS SHALL BE PROVIDED WITHIN A 10' PLANTING STRIP IN LIEU OF TWO (2) AND 200'. THIS WAIVER SHALL APPLY TO THE FOLLOWING PARCELS: 01-22-29-3712-06-i 00 AND 01-22-29-3712-06-1 70 WHICH FRONT LEWIS DRIVE.
- H. A WAIVER IS GRANTED FROM SECTION 38-79 (153)(K) TO ALLOW NO PAVEMENT OR PART OF ANY VERTICAL STRUCTURE ASSOCIATED WITH THE REAR OR SIDE OF A BIG BOX DEVELOPMENT SHALL BE LOCATED CLOSER THAN 25' IN LIEU OF 200' FROM THE NEAREST PROPERTY LINE OF ANY ADJACENT SINGLE-FAMILY RESIDENTIALLY ZONED PROPERTY. ADDITIONALLY, ONE (1) LANDSCAPE SEPARATION BUFFERS SHALL BE PROVIDED IN LIEU OF TWO (2). A SETBACK OF ZERO (0) (NO BUFFER, WALL OR LANDSCAPE BUFFER) SHALL BE GRANTED WITH PROPERTY

OWNER LETTER OF CONSENT. THIS WAIVER SHALL APPLY TO THE FOLLOWING PARCEL ONLY: 01-22-29-3712-06-180.

10. THE FOLLOWING WAIVERS FROM THE PD COMMERCIAL CODE ARE GRANTED:

- A. A WAIVER FROM SECTION 38-1272(A) (1) IS GRANTED TO ALLOW THE MAXIMUM IMPERVIOUS AREA FOR INDIVIDUAL LOTS / DEVELOPMENT PODS SHALL BE 85% IN LIEU OF 70%. THE OVERALL PROJECT SHALL PROVIDE FOR 15% OPEN SPACE (WITH RESTRICTIONS) AND A MASTER STORM WATER SYSTEM.
- B. A WAIVER FROM SECTION 38-1234(3) (C) IS GRANTED TO ALLOW OVERALL PROJECT OPEN SPACE TO BE 15% (WITH RESTRICTIONS) IN LIEU OF 20%, EXCEPT FOR A BIG BOX SITE.
- C. A WAIVER FROM SECTION 38-1272 (A) (3) IS GRANTED TO ALLOW INTERNAL REAR AND SIDE SETBACKS (NOT FRONTING ON RIGHT-OF-WAY) SHALL BE ZERO (0), IN LIEU OF 10'.

WHERE ADJACENT TO PROJECT RESIDENTIAL USES, THE SETBACK SHALL BE ZERO (0) IN LIEU OF 25'.

A MINIMUM 15' BUILDING SETBACK SHALL BE MAINTAINED ALONG BENNETT ROAD, IN LIEU OF 30' (WITH A MAXIMUM SETBACK OF 25').

BUILDING SETBACKS FOR ALL INTERIOR/EXTERIOR STREETS SHALL BE A MAXIMUM OF 15' IN LIEU OF 30' WITH A MINIMUM OF ZERO (0') FEET FROM BACK OF SIDEWALK. THIRD AND FOURTH STORIES MUST BE SET BACK ON STREET FRONTAGES EQUAL TO THEIR HEIGHT OF A ONE FOOT SETBACK FOR EACH ONE FOOT HEIGHT OF THE RESPECTIVE THIRD AND FOURTH STORIES. ALL OTHER RIGHTS-OF-WAY SHALL HAVE A MAXIMUM SETBACK OF 10'. NO BUILDING SHALL ENCROACH INTO THE RIGHT-OF-WAY. THIS CONDITION APPLIES TO BUILDINGS WITH A MAXIMUM HEIGHT OF FOUR STORIES.

BUILDING SETBACKS ALONG ARTERIALS (LEE ROAD AND ORLANDO AVENUE - US 17/92) SHALL BE 15' IN LIEU OF 40' (WITH A MAXIMUM SETBACK OF 25'). PD PERIMETER SETBACK IS 15' UNLESS OTHERWISE WAIVED.

- D. A WAIVER FROM SECTION 38-1272 (A) (5) IS GRANTED TO ALLOW A MAXIMUM BUILDING HEIGHT UP TO EIGHT (8) STORIES, (100' PLUS 15' OF ARCHITECTURAL ENHANCEMENTS) AS DETAILED IN EXHIBITS FROM THE LAND USE PLAN LABELED: "URBAN FORM: PROPOSED BUILDING HEIGHT ZONES AND URBAN FORM: PROPOSED BUILDING SETBACKS FOR

ABUTTING RESIDENTIAL LOTS NOT PART OF PROJECT,” IN LIEU OF A MAXIMUM HEIGHT OF 50’, 35’ IF WITHIN 100’ OF RESIDENTIAL.

E. THE DEVELOPMENT SHALL RETAIN FLEXABILITY TO ALLOW HEIGHT TRANSITIONS THROUGHOUT THE PROJECT TO BE DETERMINED ON THE INDIVIDUAL PROJECT BASIS. THE HEIGHT TRANSITION SHALL NOT INCREASE OR DECREASE MORE THAN TWO (2) STORIES BASED ON THE URBAN FORM. EXHIBIT 2, AS MODIFIED SHALL BE USED TO ESTABLISH THE HEIGHTS AND NO BUILDING HEIGHT SHALL EXCEED EIGHT (8) STORIES.

F. NO BUILDING SHALL EXCEED FOUR (4) STORIES IN HEIGHT WITHIN A 200’ SETBACK ALONG ORLANDO AVENUE AND LEE ROAD AND 130’ ALONG THE SOUTH EDGE OF MONROE AVENUE.

11. THE FOLLOWING WAIVERS FROM PD RESIDENTIAL CODE ARE GRANTED:

- A. A WAIVER IS GRANTED FROM SECTION 38-1254(1) IS GRANTED TO ALLOW BUILDING SETBACKS ALONG THE PD BOUNDARY TO BE A MINIMUM OF 15’ IN LIEU OF 25’ (WITH A MAXIMUM SETBACK OF 25’).
- B. A WAIVER IS GRANTED FROM SECTION 38-1254 (2)(C) TO ALLOW BUILDING SETBACKS FROM LEE ROAD AND ORLANDO AVENUE (US 17/92) TO BE A MINIMUM OF 15’ IN LIEU OF 50’ (WITH A MAXIMUM SETBACK OF 25’).
- C. A WAIVER IS GRANTED FROM SECTION 38-1254 (2) (E) TO 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’). THIRD AND FOURTH STORIES MUST BE SET BACK ON STREET FRONTAGES EQUAL TO THEIR HEIGHT OF A ONE FOOT SETBACK FOR EACH ONE FOOT HEIGHT OF THE RESPECTIVE THIRD AND FOURTH STORIES. THE MINIMUM SETBACK OF 0’ SHALL APPLY TO BACK OF SIDEWALK WITH A MINIMUM SIDEWALK WIDTH OF 10’. NO BUILDING SHALL ENCROACH INTO THE RIGHT-OF-WAY. THIS CONDITION APPLIES TO BUILDINGS WITH A MAXIMUM HEIGHT OF FOUR STORIES.

12. THE FOLLOWING WAIVERS FOR PARKING FACILITIES ARE GRANTED:

- A. A WAIVER FROM SECTION 38-1230(A) IS GRANTED TO ALLOW PARKING AREAS (STRUCTURED PARKING AND SURFACE PARKING) MAY BE LOCATED UP TO 350’ FROM THE USES THEY SERVE IN LIEU OF PARKING LOCATED WITHIN 150’.

- B. A WAIVER FROM SECTION 38-1477 IS GRANTED TO ALLOW PARKING AREAS (STRUCTURED AND/OR SURFACE PARKING) TO BE LOCATED UP TO 350' FROM THE PRINCIPAL USE ON A SEPARATE LOT IN LIEU OF PARKING PROVISION ON THE SAME LOT (PRINCIPAL USE) OR WITHIN 300' FROM THE PRINCIPAL ENTRANCE AS MEASURED ALONG THE MOST DIRECT PEDESTRIAN ROUTE.

13. THE FOLLOWING WAIVERS FROM SECTION 38-1258 (MULTI-FAMILY COMPATIBILITY) ARE GRANTED:

- A. A WAIVER FROM SECTION 38-1258(A) IS GRANTED TO ALLOW MULTI-FAMILY BUILDINGS OF TWO (2) STORIES TO BE LOCATED WITHIN 5' TO 55'; FOUR (4) STORIES TO BE LOCATED BETWEEN 55' AND 80'; AND FIVE (5) TO EIGHT (8) STORY BUILDINGS TO BE LOCATED 80' IN LIEU OF 1 STORY LIMIT WITHIN 100' OF SINGLE-FAMILY ZONED PROPERTY.
- B. A WAIVER FROM SECTION 38-1258(B) IS GRANTED TO ALLOW MULTI-FAMILY BUILDINGS OF EIGHT (8) STORIES TO BE LOCATED AT 80' FROM SINGLE-FAMILY ZONED PROPERTY, IN LIEU OF MULTI-FAMILY BUILDINGS LOCATED BETWEEN 100' AND 150' WITH A MAXIMUM OF 50% OF THE BUILDINGS BEING THREE (3) STORIES (NOT TO EXCEED 40') WITH THE REMAINING BUILDINGS BEING 1 OR 2 STORIES IN HEIGHT.
- C. A WAIVER FROM SECTION 38-1258(C) IS GRANTED TO ALLOW MULTI-FAMILY BUILDINGS OF EIGHT (8) STORIES AND 100' IN HEIGHT (PLUS 15' FOR ARCHITECTURAL FEATURES, ELEVATOR TOWERS, AND COMMUNICATION ANTENNAE) AT 80' FROM PROPERTY LINE OF SINGLE FAMILY ZONED PROPERTY IN LIEU OF 3 STORIES AND 40' IN HEIGHT AND WITHIN 100' AND 150' OF SINGLE FAMILY-ZONED PROPERTY.
- D. A WAIVER FROM SECTION 38-1258(D) IS GRANTED TO ALLOW MULTI-FAMILY BUILDINGS OF EIGHT (8) STORIES AND 100' IN HEIGHT (PLUS 15' FOR ARCHITECTURAL FEATURES, ELEVATOR TOWERS, AND COMMUNICATION ANTENNAE) IN LIEU OF BUILDINGS IN EXCESS OF 3 STORIES AND 40'.
- E. A WAIVER FROM SECTION 38-1258(E) IS GRANTED TO ALLOW PARKING AND OTHER PAVED AREAS OF MULTI-FAMILY DEVELOPMENT TO BE LOCATED 5' FROM ANY SINGLE FAMILY ZONED PROPERTY IN LIEU OF 25'. A 5' LANDSCAPE BUFFER SHALL BE PROVIDED IN LIEU OF 25'.
- F. A WAIVER FROM SECTION 38-1258 (F) IS GRANTED TO ALLOW NO MASONRY, BRICK OR BLOCK WALL TO BE CONSTRUCTED IN LIEU OF A 6' WALL WHENEVER A MULTI-FAMILY DEVELOPMENT IS LOCATED ADJACENT TO SINGLE FAMILY ZONED PROPERTY.

- G. A WAIVER FROM SECTION 38-1258(G) IS GRANTED TO ALLOW DIRECT MULTI-FAMILY ACCESS TO ANY RIGHT-OF-WAY SERVING PLATTED SINGLE FAMILY ZONED PROPERTY IN LIEU OF ACCESS TO ONLY COLLECTOR OR ARTERIAL ROADS.
- H. A WAIVER FROM SECTION 38-1258(I) IS GRANTED TO ALLOW URBAN/PEDESTRIAN FEATURES (SIDEWALKS, STREET FURNITURE, STREET TREES, ETC; REFER TO URBAN FORM: INTERNAL STREET DESIGN ELEMENTS) IN LIEU OF FENCING AND LANDSCAPE WHENEVER A SINGLE FAMILY ZONED PROPERTY IS LOCATED ACROSS THE RIGHT-OF- WAY.
- I. A WAIVER FROM SECTION 38-1258(J) IS GRANTED TO ALLOW A SEPARATION OF ZERO (0) BETWEEN MULTI-FAMILY, OFFICE, COMMERCIAL BUILDINGS (WITHOUT WINDOWS OR OTHER OPENINGS), IN LIEU OF 20' FOR FIRE PROTECTION PURPOSES; AND A SEPARATION OF 10' FOR BUILDINGS WHERE DOORS, WINDOWS AND OTHER OPENINGS IN THE WALL OF A LIVING UNIT BACK UP TO A WALL OF ANOTHER BUILDING WITH SIMILAR OPENINGS, IN LIEU OF A MINIMUM SEPARATION OF 30' FOR 2 STORY BUILDINGS AND 40' FOR 3 STORY BUILDINGS.
- J. A WAIVER FROM SECTION 38-1234(3) (A) (2) IS GRANTED TO ALLOW 15% (WITH RESTRICTIONS) OPEN SPACE IN LIEU OF 25% EXCEPT FOR BIG BOX AREA.

14. THE FOLLOWING WAIVERS FROM CH. 31.5 (SIGNAGE REGULATIONS) ARE GRANTED:

- A. A WAIVER FROM SECTION 31.5-126 (A) IS GRANTED TO ALLOW A NEW 14' X 48' BILLBOARD WITH (LIQUID CRYSTAL DISPLAY) LCD TECHNOLOGY IN A PD IN EXCHANGE FOR THE REMOVAL OF THREE (3) EXISTING 14' X48' BILLBOARDS. THE NEW STRUCTURE BILLBOARD SHALL BE PERMITTED TO BE CONSTRUCTED UPON THE REMOVAL OF EXISTING BILLBOARDS #1 AND #2. THE NEW BILLBOARD SHALL BE LOCATED ON LEE ROAD. BILLBOARD #3 SHALL BE REMOVED WITHIN TWO (3) YEARS OF APPROVAL OF THIS PD.
- B. A WAIVER IS GRANTED FROM SECTION 31.5-126(K)(1) TO ALLOW A BILLBOARD WITH A ZERO FOOT R-O-W SETBACK IN LIEU OF THE REQUIRED 15' FRONT PROPERTY LINE SETBACK.
- C. A WAIVER IS GRANTED FROM SECTION 31.5-126 (H) TO ALLOW 672 (14' X 48') SQUARE FOOT ALLOWABLE COPY AREA IN LIEU OF THE MAXIMUM 400 SQUARE FEET.

- D. A WAIVER IS GRANTED FROM SECTION 31.5-5 TO ALLOW THE BILLBOARD TO ADVERTISE RAVAUDAGE PROJECT DEVELOPMENT ADVERTISEMENTS AND MARKETING MATERIAL ON BILLBOARD #3 UNTIL IT IS REMOVED.

15. SECTION 4 OF THE ANNEXATION AGREEMENT ATTACHED HERETO AS EXHIBIT C SHALL GOVERN.

- A. THE INTERNAL STREET NETWORK SHALL CONSIST OF A STREET GRID SYSTEM THAT IS FLEXIBLE TO ACCOMMODATE AND SUPPORT A VARIETY OF URBAN LAND USES. THE GRID SYSTEM SHALL EMPHASIZE PEDESTRIAN USES AND ACTIVITIES, HUMAN-SCALE STREETS AND BUILDING FACADES.
- B. THE STREET GRID SYSTEM SHALL CONSIST (AT A MINIMUM) OF: TWO (2) NORTH-SOUTH CORRIDORS TO BE LOCATED FROM LEE ROAD TO MONROE AVENUE. BENNETT ROAD IS TO REMAIN WITH AN ADDITIONAL STREET PARALLEL TO BENNETT ROAD AND ORLANDO AVENUE AND TWO (2) EAST-WEST CORRIDORS CONNECTING ORLANDO AVENUE AND BENNETT ROAD. ALL INTERNAL STREETS MAY BE RELOCATED AND RECONFIGURED.
- C. THE PROPOSED LAND USES ARE INTERCHANGEABLE ON ANY BLOCK DUE TO THE UNDERLYING URBAN DEVELOPMENT FRAMEWORK AND GRID SYSTEM.
- D. BENNETT ROAD SHALL REMAIN A NORTH-SOUTH MAJOR MOBILITY CORRIDOR FROM LEE ROAD TO ITS TERMINUS AT MONROE AVENUE. BENNETT ROAD MAY BE REALIGNED TO CREATE A FULL ACCESS MEDIAN CUT WITH EXECUTIVE DRIVE.

16. COORDINATION WITH (CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY) LYNX (CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY) LYNX HAS LISTED AS A PRIORITY IN ITS 2010 TRANSIT DEVELOPMENT PLAN A TRANSFER STATION IN THIS GENERAL LOCATION. (CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY) LYNX ROUTES 1, 9, 14, 102 AND 443 ALL CURRENTLY COMPLETE TRANSFERS AT WEBSTER AVENUE AND DENNING DRIVE ON SURFACE STREETS. THEREFORE, (CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY) LYNX HAS EXPRESSED A DESIRE FOR A DEDICATED SUPER STOP OR TRANSFER FACILITY WITH EASY INGRESS AND EGRESS FOR (CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY) LYNX BUSES WITHIN THE PROJECT SITE. IN ADDITION, (CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY) LYNX IS CURRENTLY CONSIDERING PREMIUM TRANSIT SERVICE (BRT AND/OR EXPRESS BUS SERVICE) ALONG U.S.17/92 (ORLANDO AVENUE). THEREFORE, COORDINATION PRIOR TO APPROVAL OF THE MASTER TRANSPORTATION PLAN AND (PRELIMINARY SUBDIVISION PLAN) PSP OR (DEVELOPMENT PLAN) DP IS REQUIRED TO PROVIDE FOR THE NEEDED SUPER STOP OR TRANSFER STATION



AND PEDESTRIAN CONNECTIVITY.

- A. COORDINATION WITH THE MASTER DEVELOPER IS ENCOURAGED TO PROVIDE A BUS TRANSFER STATION STOP WITH PEDESTRIAN ACTIVITY AT SUCH TIME THAT A SUNRAIL STATION IS CONSIDERED AS PART OF THE OVERALL DEVELOPMENT PLAN.
- B. THE DEVELOPER HAS AGREED TO PROVIDE A BIKE SHARE LOCATION ON THE RAVAUDAGE SITE BY THE COMPLETION OF THE DEVELOPMENT'S SECOND RESIDENTIAL PROJECT.

17. THE SELLING OF ANY PARCEL OF LAND SHALL CARRY THE REQUIREMENT THAT ANY AND ALL REQUIRED IMPROVEMENTS AND ASSOCIATED MITIGATION AS IDENTIFIED FROM THE STUDIES DEFINED IN CONDITIONS ~ 17, 19, AND 20 SHALL BE CARRIED FORWARD AS MITIGATION IN PROPORTION TO THE PARCEL(S) IMPACTS AS A PERCENTAGE OF THE TOTAL SITE IMPACTS IDENTIFIED IN THE STUDIES. THE SPECIFIC METHODOLOGY AND PROCEDURE TO CALCULATE THE PERCENTAGE OF PROPORTIONAL IMPACTS SHALL BE DEVELOPED AND AGREED UPON BY ALL PARTIES AS PART OF THE STUDIES CONDUCTED AS THE REQUIREMENTS OF CONDITIONS 16, 17, 19, AND 20.

18. THE FOLLOWING EDUCATION CONDITION OF APPROVAL SHALL APPLY:

- A) DEVELOPER SHALL COMPLY WITH ALL PROVISIONS OF THE CAPACITY ENHANCEMENT AGREEMENT ENTERED INTO WITH THE ORANGE COUNTY SCHOOL BOARD AS OF 1/25/2011.
- B) UPON THE COUNTY'S RECEIPT OF WRITTEN NOTICE FROM (ORANGE COUNTY PUBLIC SCHOOLS) OCPS THAT THE DEVELOPER IS IN DEFAULT OR BREACH OF THE CAPACITY ENHANCEMENT AGREEMENT, THE COUNTY SHALL IMMEDIATELY CEASE ISSUING BUILDING PERMITS FOR ANY RESIDENTIAL UNITS IN EXCESS OF THE 204 RESIDENTIAL UNITS ALLOWED PRIOR TO THE ZONING APPROVAL. THE COUNTY SHALL AGAIN BEGIN ISSUING BUILDING PERMITS UPON (ORANGE COUNTY PUBLIC SCHOOLS) OCPS'S WRITTEN NOTICE TO THE COUNTY THAT THE DEVELOPER IS NO LONGER IN BREACH OR DEFAULT OF THE CAPACITY ENHANCEMENT AGREEMENT. THE DEVELOPER AND ITS SUCCESSOR(S) AND/OR ASSIGN(S) UNDER THE CAPACITY ENHANCEMENT AGREEMENT SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY THIRD PARTY CLAIMS, SUITS, OR ACTIONS ARISING AS A RESULT OF THE ACT OF CEASING THE COUNTY'S ISSUANCE OF RESIDENTIAL BUILDING PERMITS.
- C) DEVELOPER, OR ITS SUCCESSOR(S) AND/OR ASSIGN(S) UNDER THE CAPACITY ENHANCEMENT AGREEMENT, AGREES THAT IT SHALL NOT

CLAIM IN ANY FUTURE LITIGATION THAT THE COUNTY'S ENFORCEMENT OF ANY OF THESE CONDITIONS ARE ILLEGAL, IMPROPER, UNCONSTITUTIONAL, OR A VIOLATION OF DEVELOPER'S RIGHTS.

- D) ORANGE COUNTY SHALL BE HELD HARMLESS BY THE DEVELOPER AND ITS SUCCESSOR(S) AND/OR ASSIGN(S) UNDER THE CAPACITY ENHANCEMENT AGREEMENT, IN ANY DISPUTE BETWEEN THE DEVELOPER AND (ORANGE COUNTY PUBLIC SCHOOLS) OCPS OVER ANY INTERPRETATION OR PROVISION OF THE CAPACITY ENHANCEMENT AGREEMENT. AT THE TIME OF (DEVELOPMENT PLAN/PRELIMINARY SUBDIVISION PLAN) DP/PSP, DOCUMENTATION SHALL BE PROVIDED FROM (ORANGE COUNTY PUBLIC SCHOOLS) OCPS THAT THIS PROJECT IS IN COMPLIANCE WITH THE CAPACITY ENHANCEMENT AGREEMENT.

19. THE FOLLOWING CONDITIONS OF APPROVAL WERE COORDINATED WITH ADJACENT JURISDICTIONS:

- A. SEE EXHIBIT C FOR MODIFICATIONS REGARDING TRAFFIC FACILITIES. WHEN THE PROJECT REACHES OR EXCEEDS 151,000 SQUARE FEET, THE DEVELOPER SHALL AT THEIR EXPENSE, COMPLETE A TRAFFIC SIGNAL WARRANT STUDY WITHIN SIX MONTHS OF ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR SAID BUILDINGS AND SEEK FLORIDA (DEPARTMENT OF TRANSPORTATION) DOT APPROVAL FOR THE FIRST TRAFFIC LIGHT. IF THE PROPOSED TRAFFIC SIGNAL MEETS THE WARRANTS AND IS APPROVED BY FLORIDA (DEPARTMENT OF TRANSPORTATION) DOT, THEN THE DEVELOPER SHALL, AT THEIR EXPENSE, INSTALL THE FIRST TRAFFIC LIGHT SUBJECT TO THE (DEPARTMENT OF TRANSPORTATION) DOT PERMIT AND CONDITIONS, IF THE TRAFFIC VOLUMES OR OTHER CONDITIONS DO NOT WARRANT THE FIRST TRAFFIC LIGHT AND IT IS NOT APPROVED BY FLORIDA (DEPARTMENT OF TRANSPORTATION) DOT, THEN THE PROJECT MAY CONTINUE TO PROCEED WITH ADDITIONAL EXPANSIONS BUT THE TRAFFIC SIGNAL WARRANT STUDY SHALL BE UPDATED ANNUALLY, AT DEVELOPER EXPENSE AND DEVELOPER SHALL SEEK FLORIDA (DEPARTMENT OF TRANSPORTATION) DOT APPROVAL. AT THE TIME THEN WHEN THE FIRST TRAFFIC SIGNAL IS APPROVED BY FLORIDA (DEPARTMENT OF TRANSPORTATION) DOT, THE DEVELOPER SHALL THEN, AT THEIR EXPENSE, INSTALL THE FIRST TRAFFIC LIGHT SUBJECT TO (DEPARTMENT OF TRANSPORTATION) DOT PERMIT AND CONDITIONS. WHEN THE PROJECT REACHES OR EXCEEDS 490,000 SQUARE FEET, THE DEVELOPER SHALL AT THEIR EXPENSE, COMPLETE A TRAFFIC SIGNAL WARRANT STUDY WITHIN SIX MONTHS OF ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR SAID BUILDINGS AND SEEK FLORIDA (DEPARTMENT OF TRANSPORTATION) DOT APPROVAL FOR THE SECOND TRAFFIC LIGHT. IF THE SECOND PROPOSED TRAFFIC

SIGNAL MEETS THE WARRANTS AND IS APPROVED BY FLORIDA (DEPARTMENT OF TRANSPORTATION) DOT, THEN THE DEVELOPER SHALL, AT THEIR EXPENSE, INSTALL THE SECOND TRAFFIC LIGHT SUBJECT TO THE (DEPARTMENT OF TRANSPORTATION) DOT PERMIT AND CONDITIONS. IF THE TRAFFIC VOLUMES OR OTHER CONDITIONS DO NOT WARRANT THE SECOND TRAFFIC LIGHT AND IT IS NOT APPROVED BY FLORIDA (DEPARTMENT OF TRANSPORTATION) DOT, THEN THE PROJECT MAY CONTINUE TO PROCEED WITH ADDITIONAL EXPANSIONS BUT THE TRAFFIC SIGNAL WARRANT STUDY SHALL BE UPDATED ANNUALLY FOR AT LEAST THREE CONSECUTIVE YEARS THEREAFTER, AT DEVELOPER EXPENSE AND DEVELOPER SHALL SEEK FLORIDA (DEPARTMENT OF TRANSPORTATION) DOT APPROVAL FOR THE SECOND TRAFFIC LIGHT. AT THE TIME THE SECOND TRAFFIC SIGNAL IS APPROVED BY FLORIDA (DEPARTMENT OF TRANSPORTATION) DOT, THE DEVELOPER SHALL, AT THEIR EXPENSE INSTALL THE SECOND TRAFFIC LIGHT SUBJECT TO (DEPARTMENT OF TRANSPORTATION) DOT PERMIT AND CONDITIONS. FOR BOTH TRAFFIC LIGHTS, THE DEVELOPER, AT THEIR SOLE COST, SHALL BE RESPONSIBLE FOR THE INSTALLATION OF AN ENHANCED MAST ARM SIGNALIZED INTERCONNECTED INTERSECTION, AS WELL AS THE LANEAGE IMPROVEMENTS NECESSARY.

- B. FOR SITE ACCESS PURPOSES AT THE PROPOSED INTERSECTION OF SOLANA AVENUE AND US 17-92 THE WESTERN EXTENSION OF SOLANA AVENUE INTO THE PROJECT MUST NOT DEAD END INTO A COMMERCIAL, RESIDENTIAL OR OFFICE DEVELOPMENT, AND MUST CONNECT, TO AN INTERNAL ROADWAY WHICH CONNECTS TO EITHER BENNETT AVENUE, MONROE AVENUE OR LEE ROAD. AT THE TIME OF THE TRAFFIC SIGNAL INSTALLATION AT SOLANA AVENUE, THE DEVELOPER SHALL PAY FOR THE COST OF THE CLOSURE OF PERTINENT MEDIANS ON US 17-92, AS DETERMINED BY (FLORIDA DEPARTMENT OF TRANSPORTATION) FDOT.
- C. FOR SITE ACCESS PURPOSES AT THE PROPOSED INTERSECTION OF BENNETT AVENUE AND LEE ROAD REALIGNED WITH EXECUTIVE DRIVE, THE NORTHERN LEG OF THIS INTERSECTION MUST BE REALIGNED TO CONNECT AND ALIGN WITH EXECUTIVE DRIVE. THE REALIGNED ROADWAY INTO THE PROJECT MUST NOT DEAD END INTO A COMMERCIAL, RESIDENTIAL OR OFFICE DEVELOPMENT, AND MUST CONNECT, TO AN INTERNAL ROADWAY WHICH CONNECTS TO MONROE AVENUE OR US 17- 92.
- D. THE DEVELOPER MUST CLOSE THE 11 EXISTING PRIVATE PROPERTY CURB CUTS / DRIVEWAYS ON US 17-92 OR TRAFFIC SIGNAL WARRANT STUDY MUST ASSUME SUCH CLOSURE.

E. A 100-FOOT SETBACK SHALL BE MAINTAINED FOR DEVELOPMENT GREATER THAN 1 STORY ADJACENT TO ANY SINGLE-FAMILY DWELLING DISTRICT AND USES ALONG RAVAUDAGE BOUNDARY WITH THE CITY OF MAITLAND. A BUFFER OF 25 FEET FOR PAVED PARKING AREAS ADJACENT TO A SINGLE-FAMILY DWELLING DISTRICT SHALL NOT BE REDUCED AND THE PERIMETER FOR THE PD BE MAINTAINED AT A MINIMUM OF 25 FEET. AT SUCH TIME AS BENJAMIN PARTNERS LTD OBTAINS OWNERSHIP OF THE SINGLE-FAMILY PARCELS SOUTH OF MONROE AVENUE THAT ARE CURRENTLY UTILIZED FOR SINGLE-FAMILY PURPOSES AND INCLUDES THOSE PARCELS INTO THE DEVELOPMENT PLAN FOR RAVAUDAGE, THE STATUS OF THESE PARCELS WILL NOT REQUIRE THE SAME LEVEL OF BUFFERING AS THE COUNTY'S EXISTING REGULATIONS PROVIDE. AT THAT JUNCTURE, MAITLAND WILL PROCESS A MODIFICATION OF ITS SUGGESTED BUFFERING REQUIREMENTS WITH THE INTENT TO CHANGE THEM TO BE CONSISTENT WITH THE APPROVALS GRANTED HEREIN. FOR THOSE PROPERTIES LOCATED EAST OF BENNETT AVENUE, ADJACENT TO THE RESIDENTIAL PROPERTY WITHIN THE CITY OF WINTER PARK, A BUILDING SETBACK OF 75 FEET IS TO BE PROVIDED FROM THE WEST RIGHT-OF-WAY LINE OF BENNETT AVENUE.

20. ANY PETITION TO VACATE SHALL HAVE A CONDITION THAT WILL IDENTIFY THAT THE APPLICANT MAY PROVIDE A RIGHT-OF-WAY STRIP FOR LEE ROAD AND/OR ORLANDO AVENUE TO THE COUNTY OR (FLORIDA DEPARTMENT OF TRANSPORTATION) FDOT AT NO COST UPON REQUEST BY THE COUNTY OR (FLORIDA DEPARTMENT OF TRANSPORTATION) FDOT. A RIGHT-OF-WAY AGREEMENT MAY BE REQUIRED AS PART OF ANY FUTURE DEVELOPMENT PLAN OR PRELIMINARY SUBDIVISION PLAN.

21. INTERNAL TRAFFIC LANES ON SHEET C-3 (OF THE LAND USE PLAN) SHALL BE 12 (TWELVE) FEET IN WIDTH WITH ON STREET PARKING AND THE PARKING LANES SHALL BE 8 ½ (EIGHT AND ONE-HALF) FEET IN WIDTH.

22. USE OF THE EQUIVALENCY MATRIX THAT CHANGES ANY USE BY 10% OR GREATER (INDIVIDUALLY OR IN THE AGGREGATE) SHALL BE DEEMED A SUBSTANTIAL CHANGE TO THE PD.

23. THE DEVELOPER WILL CONTRIBUTE A PROPORTIONATE SHARE OF THE COSTS FOR INTERSECTION TRAFFIC SIGNALIZATION TECHNOLOGY UPGRADES THROUGH THE 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 AND A MAXIMUM WILL BE DETERMINED.

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

*[signatures to follow]*

Signed, sealed and delivered in the presence of:

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

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

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

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

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

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

STATE OF FLORIDA  
COUNTY OF ORANGE

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

(NOTARY SEAL)

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

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



By: \_\_\_\_\_  
Daniel B. Bellows

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

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

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2014, by Daniel B. Bellows, who ☐ is personally known to me or ☐ has produced  
\_\_\_\_\_ as identification.

(NOTARY SEAL)

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

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

GARMET, LTD., a Florida limited partnership

By: Welbourne Ave. Corp., its General Partner

By: \_\_\_\_\_  
Robert P. Saltsman, President

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

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

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by Robert P. Saltsman, President of Welbourne Ave., Corp, a Florida corporation, the General Partner for Garmet Ltd, a Florida limited partnership, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

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

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

BUBBALOU’S, INC., a Florida corporation

By: \_\_\_\_\_  
Daniel B. Bellows, President

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

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

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Daniel B. Bellows, President, of Bubbalou’s, Inc., a Florida corporation, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

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

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

BENJAMIN PARTNERS, LTD., a Florida  
limited partnership

By: BENNETT AVE. COMPANY, INC., a  
Florida corporation, its General Partner

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

By: \_\_\_\_\_  
Daniel B. Bellows, President

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

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2014, by Daniel B. Bellows, President, of Bennett Ave. Company, Inc., a Florida corporation,  
the General Partner of Benjamin Partners, Ltd., a Florida limited partnership, who ☐ is  
personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

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

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

## EXHIBIT "A"

### [WINTER PARK AMENDED DEVELOPMENT ORDER LEGAL DESCRIPTION]

A PORTION HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND A PART OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; RUN SOUTH  $01^{\circ}40'06''$ W 30.01 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF MONROE AVENUE AND THE CENTERLINE OF BENNETT AVENUE; SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S  $01^{\circ}40'06''$ W ALONG THE CENTERLINE OF AFORESAID BENNETT AVENUE A DISTANCE OF 100.96 FEET TO THE POINT OF INTERSECTION OF SAID CENTERLINE OF BENNETT AVENUE AND THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 2, BLOCK "O", HOME ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK M, PAGE 97 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N  $90^{\circ}00'00''$ E A DISTANCE OF 143.71 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N  $00^{\circ}22'31''$ E ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 12.00 FEET TO THE NORTHWEST CORNER OF LOT 14, BLOCK "O", OF SAID HOME ACRES; THENCE N  $90^{\circ}00'00''$ E ALONG THE NORTH LINE OF SAID LOT 14, THE NORTH LINE OF LOT 6, BLOCK "P", AND THE NORTH LINE OF LOT 11, BLOCK "P", SAID HOME ACRES, A DISTANCE OF 431.30 FEET TO THE NORTHEAST CORNER OF SAID LOT 11, BLOCK "P", SAID POINT LYING ON THE WEST LINE OF LEWIS DRIVE; THENCE S  $00^{\circ}05'24''$ W ALONG SAID WEST LINE A DISTANCE OF 360.00 FEET TO THE INTERSECTION OF SAID WEST LINE OF LEWIS DRIVE WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 10, BLOCK "K", SAID HOME ACRES, THENCE, THENCE N  $90^{\circ}00'00''$ E ALONG SAID WESTERLY EXTENSION A DISTANCE OF 70.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10, BLOCK "K", SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF AFORESAID LEWIS DRIVE; THENCE S  $00^{\circ}05'24''$ W ALONG THE EAST RIGHT OF WAY LINE OF LEWIS DRIVE A DISTANCE OF 200.00 FEET TO THE SOUTHWEST CORNER OF LOT 7, BLOCK K; THENCE N  $90^{\circ}00'00''$ E ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 132.50 FEET TO THE NORTHWEST CORNER OF LOT 15, BLOCK K; THENCE S  $00^{\circ}05'24''$ W ALONG THE WEST LINE OF SAID LOT 15 A DISTANCE OF 50.00 FEET; THENCE N  $90^{\circ}00'00''$ E ALONG THE SOUTH LINE OF SAID LOT 15 AND EASTERLY EXTENSION THEREOF, A DISTANCE OF 182.50 FEET TO THE EAST RIGHT OF WAY LINE OF BENJAMIN AVENUE; THENCE S  $00^{\circ}05'24''$ W ALONG SAID EAST RIGHT OF WAY LINE OF BENJAMIN AVENUE A DISTANCE OF 255.00 FEET TO A POINT ON THE NORTH LINE OF GLENDON PARKWAY AS IT NOW EXISTS; THENCE N  $90^{\circ}00'00''$ E ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 187.50 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ORLANDO AVENUE (STATE ROAD 15 & 600); SAID POINT BEING A POINT ON A CURVE HAVING A RADIUS OF 5676.65 FEET, A CENTRAL ANGLE OF  $02^{\circ}43'16''$  AND A CHORD THAT BEARS S  $01^{\circ}16'50''$ E; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 269.61 FEET TO THE POINT OF TANGENCY; THENCE RUN S  $00^{\circ}04'48''$ W ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 803.10 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE WITH THE NORTHERLY RIGHT OF WAY LINE OF LEE ROAD; (STATE ROAD NO. 438); THENCE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: S  $67^{\circ}42'20''$ W, 36.68 FEET; S  $89^{\circ}45'12''$ W, 124.55 FEET; S  $81^{\circ}01'12''$ W, 34.71 FEET; N  $00^{\circ}04'22''$ W, 11.27 FEET; S  $89^{\circ}45'12''$ W, 385.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF LEWIS DRIVE; THENCE N  $00^{\circ}04'22''$ W ALONG SAID RIGHT OF WAY OF LEWIS DRIVE A DISTANCE OF 213.88 FEET TO THE NORTHEAST CORNER OF LOT 7, BLOCK C, HOME ACRES; THENCE S  $90^{\circ}00'00''$ W ALONG THE NORTH LINE OF SAID LOT 7 A DISTANCE OF 132.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE S

00°04'22"E ALONG THE EAST LINE OF SAID LOT 7, BLOCK C, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S 90°00'00"W ALONG THE NORTH LINE OF LOT 19, BLOCK C, A DISTANCE OF 132.50 FEET TO THE EAST RIGHT OF WAY LINE OF LOREN AVENUE; THENCE S 00°04'22"E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 165.02 FEET TO A POINT ON AFORESAID LEE ROAD; THENCE S 89°45'12"W ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID LOREN AVENUE; THENCE N 00°04'22"W ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 115.23 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK D, HOME ACRES; THENCE S 90°00'00"W ALONG THE NORTH LINE OF LOTS 3, 4 AND 5, BLOCK D, A DISTANCE OF 153.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S 00°04'22"E ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 115.56 FEET TO A POINT ON AFORESAID NORTH RIGHT OF WAY LINE OF LEE ROAD; THENCE S 89°45'12"W, 155.50 FEET TO THE POINT OF INTERSECTION OF THE NORTH LINE OF LEE ROAD AND THE WEST RIGHT OF WAY LINE OF BENNETT AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 1,534 FEET MORE OR LESS; TO THE NORTHEAST CORNER OF PARK GREEN; ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 90, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 89°58'47"W A DISTANCE OF 491.91 FEET; THENCE N 00°07'54"E A DISTANCE OF 186.84 FEET; THENCE S 89°56'22"E A DISTANCE OF 191.75 FEET; THENCE N 00°07'54"E A DISTANCE OF 320.55 FEET; THENCE N 89°53'51"E A DISTANCE OF 49.46 FEET; THENCE N 00°12'06"E A DISTANCE OF 103.89 FEET TO THE SOUTH RIGHT OF WAY LINE OF AFORESAID MONROE AVENUE; THENCE N 90°00'00"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 295.57 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

LOT 15, BLOCK "B, HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOTS 10, 11 AND 17, BLOCK "F", AND VACATED RIGHT OF WAY NORTH OF LOTS 10 AND 11, AND EAST OF LOT 11; HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOT 1, BLOCK "H", HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOTS 11, 12 AND 16, BLOCK "L", AND VACATED RIGHT OF WAY EAST OF LOT 16, BLOCK "L"; AND THE NORTH 1/2 OF LOT 13, BLOCK "L", HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LOT 14, THE NORTH 25 FEET OF LOT 4, THE SOUTH 37.5 FEET OF LOT 5, AND THE SOUTH 16.67 FEET OF LOT 13, BLOCK "P"; HOME ACRES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "M", PAGE 97, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ALSO LESS:

A PORTION HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF BENJAMIN AVENUE, WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 438 (LEE ROAD), AS SHOWN ON THE STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 75190-2502, SHEET 34 OF 42; THENCE RUN N.00°04'22"W. ALONG SAID WEST RIGHT OF WAY LINE OF BENJAMIN AVENUE, A DISTANCE OF 21.00 FEET FOR A POINT OF BEGINNING; THENCE RUN N.00°04'22"W. DISTANCE OF 143.39 FEET; THENCE RUN N.89°45'12"E. A DISTANCE OF 137.00 FEET; THENCE S.00°04'22"E. A DISTANCE OF 143.39 FEET; THENCE RUN S.89°45'12"W. A DISTANCE OF 137.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS:

A PORTION OF BLOCK "A", HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. 15 & 600, (ORLANDO AVENUE) PER STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION NO. 75030-2205 & 75030-2502, WITH THE SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE, ACCORDING TO THE AFOREMENTIONED PLAT, THENCE RUN N 89°50'56"W ALONG SAID SOUTH RIGHT OF WAY LINE OF KINDEL AVENUE A DISTANCE OF 6.00 FEET; THENCE RUN S 00°04'04"W ALONG A LINE LYING 6.00 FEET WEST OF (BY PERPENDICULAR MEASUREMENT) AND PARALLEL WITH AFORESAID WEST RIGHT OF WAY LINE OF STATE ROAD NO. 15 AND 600, A DISTANCE OF 92.96 FEET; THENCE RUN N 89°55'56"W A DISTANCE OF 15.58 FEET FOR A POINT OF BEGINNING; THENCE RUN S 00°04'04"W A DISTANCE OF 178.00 FEET; THENCE N 89°55'56"W A DISTANCE OF 78.09 FEET; THENCE N 00°04'04"E A DISTANCE OF 178.00 FEET; THENCE S 89°55'56"E A DISTANCE OF 78.09 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE DESCRIBED PROPERTY CONTAINS 46.27 ACRES MORE OR LESS.

EXHIBIT “B”  
[LAND USE PLAN]

EXHIBIT "C"  
[Section 4 of the Annexation Agreement]

**Section 4. Development Conditions Regarding Traffic Facilities.**

- a. Project development shall require new traffic lights onto US 17-92 and Lee Road. It shall be at the option of the Developer or a Community Development District ("CDD" ) which may be formed, which traffic light to construct first. When the project reaches or exceeds 151,000 square feet, the Developer or CDD shall at their expense, complete a traffic signal warrant study within six months of issuance of certificates of occupancy for said buildings and seek Florida DOT approval for the first traffic light. If the proposed traffic signal meets the warrants and is approved by Florida DOT, then the, Developer or CDD shall, at their expense, install the first traffic light subject to the DOT permit and conditions. If the traffic volumes or other conditions do not warrant the first traffic light and it is not approved by Florida DOT, then the Project may continue to proceed with additional expansions but the traffic signal warrant study shall be updated annually, at Developer or CDD's expense, and Developer or CDD shall seek Florida DOT approval. At the time then when the first traffic signal is approved by Florida DOT, the Developer or CDD shall then, at their expense, install the first traffic light subject to DOT permit and conditions. When the Project reaches or exceeds 490,000 square feet, the Developer or CDD shall at their expense, complete a traffic signal warrant study within six months of issuance of certificates of occupancy for said



buildings and seek Florida DOT approval for the second traffic light. If the second proposed traffic signal meets the warrants and is approved by Florida DOT, then the Developer or CDD shall, at their expense, install the second traffic light subject to the DOT permit and conditions. If the traffic volumes or other conditions do not warrant the second traffic light and it is not approved by Florida DOT, then the Project may continue to proceed with additional expansions but the traffic signal warrant study shall be updated annually for at least three consecutive years thereafter, at Developer's or CDD's expense and Developer or CDD shall seek Florida DOT approval for the second traffic light. At the time the second traffic signal is approved by Florida DOT, the Owners, Developer, or CDD shall, at their expense, install the second traffic light subject to DOT permit and conditions. For both traffic lights, the Developer or CDD, at their sole cost, shall be responsible for the installation of an enhanced mast arm signalized interconnected intersection, as well as the laneage improvements necessary.

- b. For site access purposes at the proposed intersection of Solana Avenue and US 17-92 the western extension of Solana Avenue into the Project must not dead end into a commercial, residential or office development, and must connect, to an internal roadway which connects to either Bennett Avenue, Monroe Avenue or Lee Road. At the time of the traffic signal installation at Solana



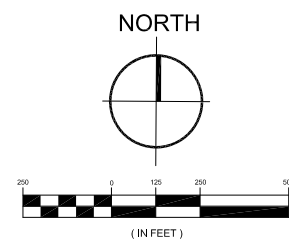
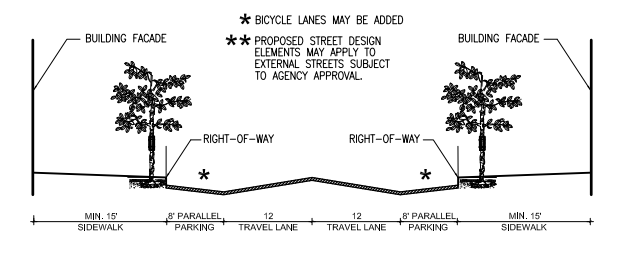
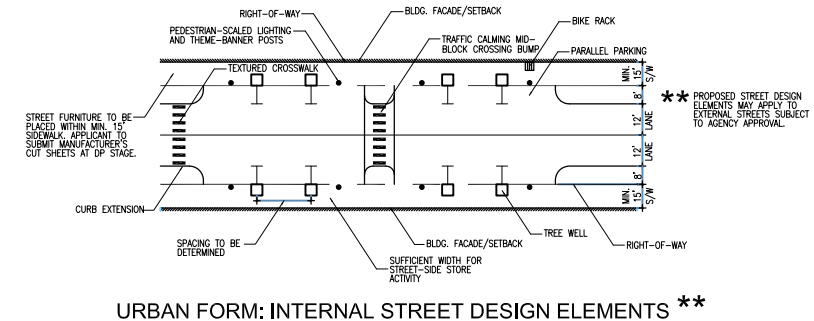
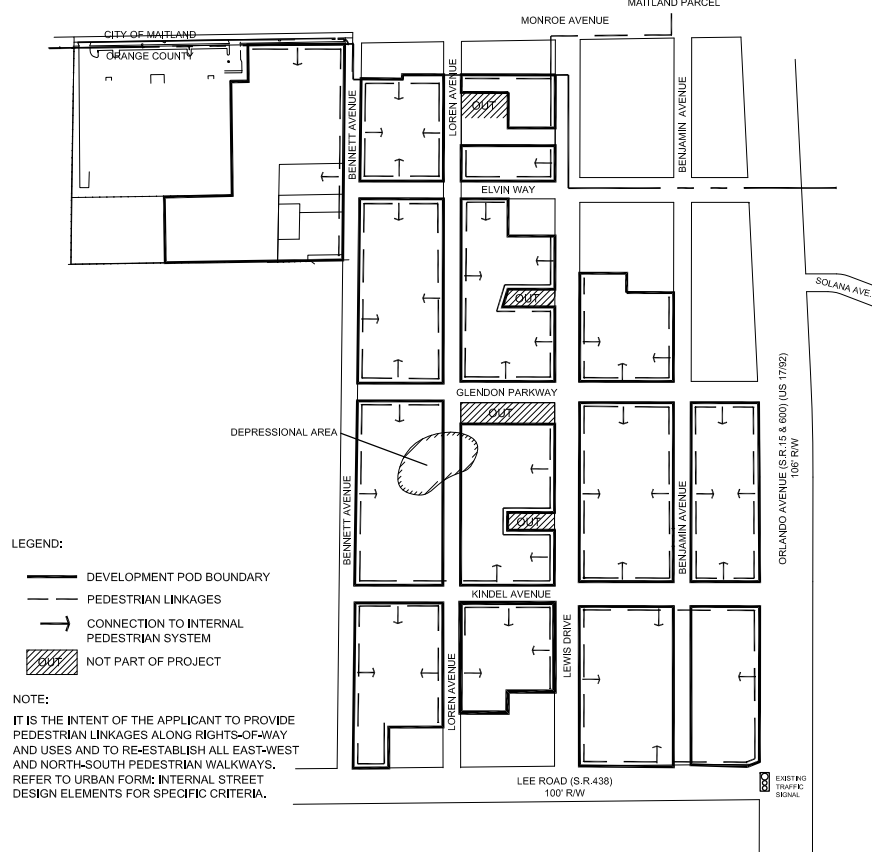
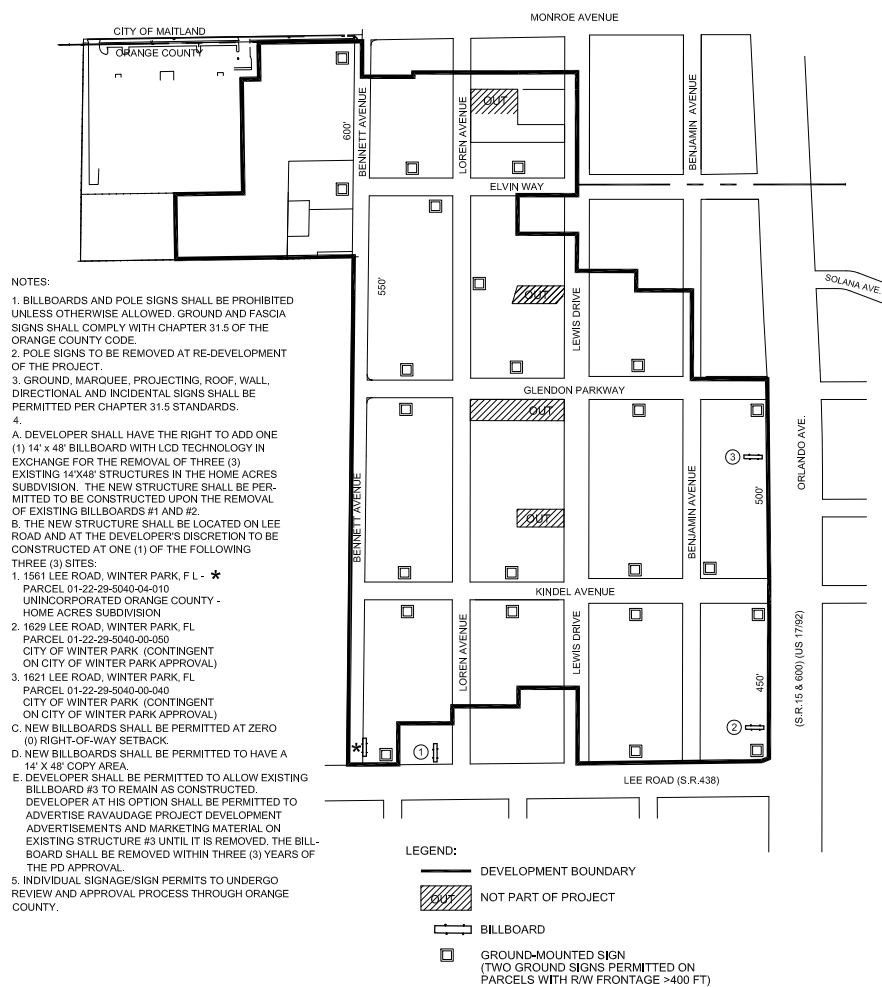
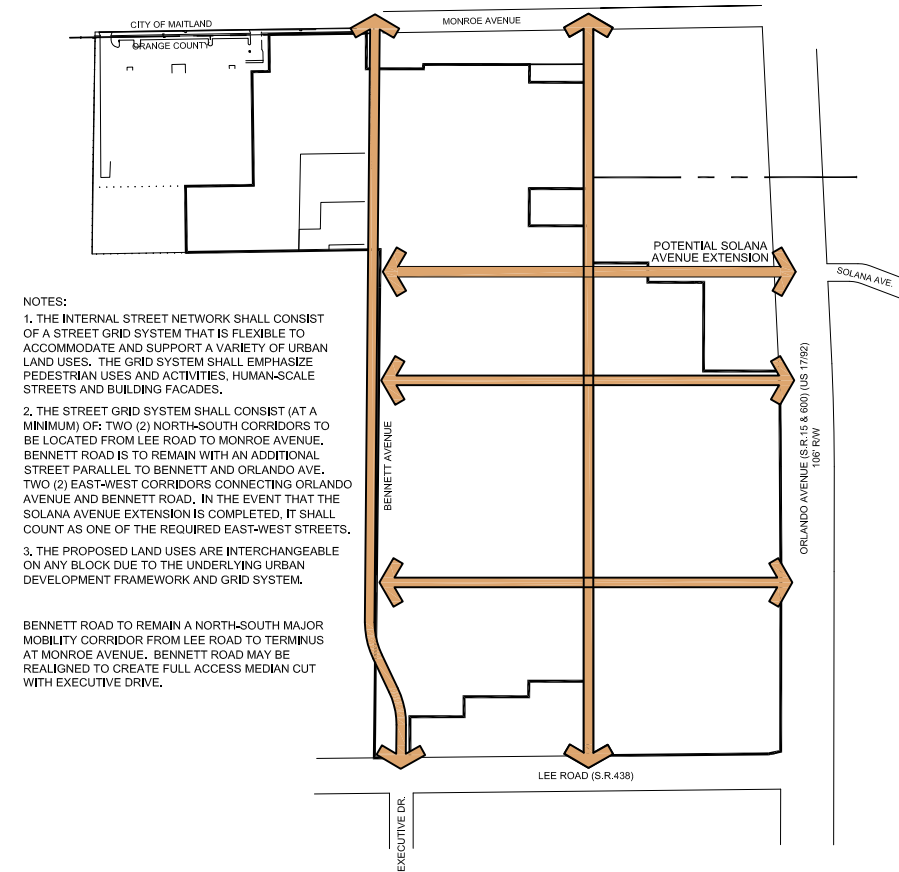
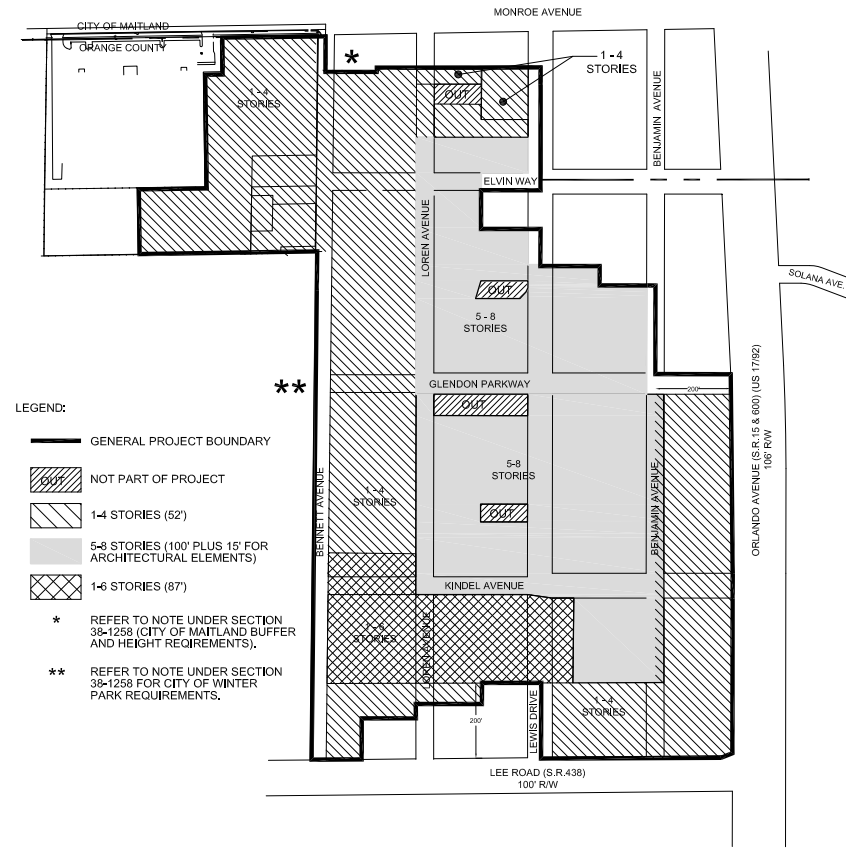
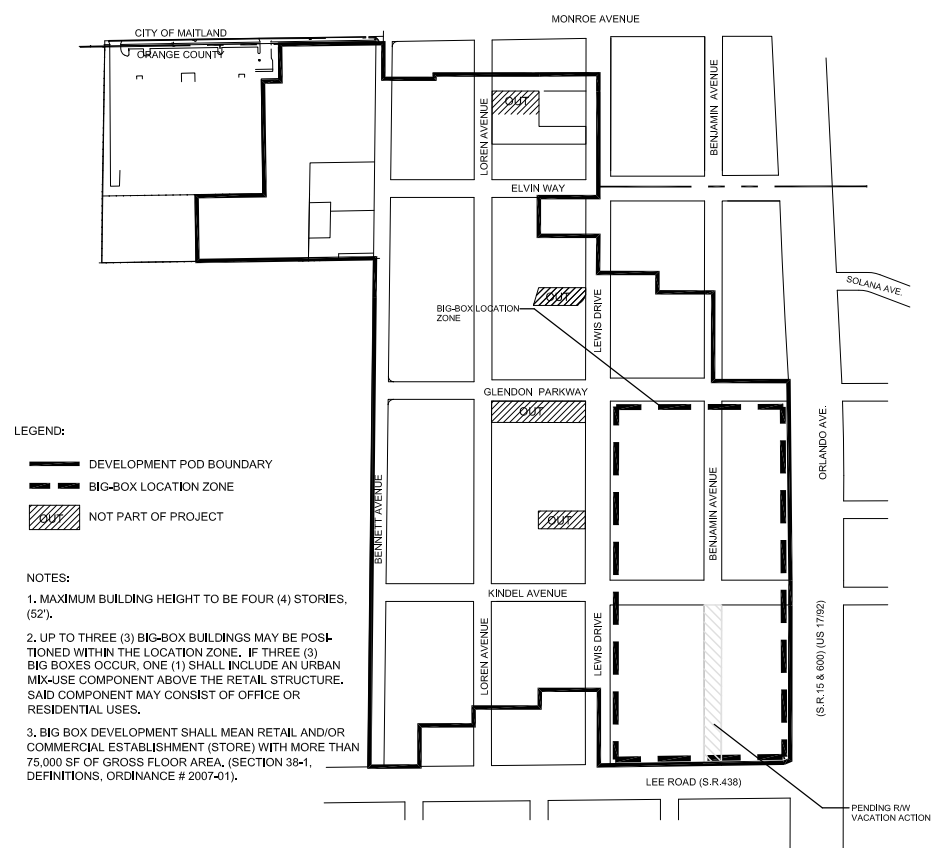
Avenue, the Developer or CDD shall pay for the cost of the closure of all medians on US 17-92, with the exception of Dixon Avenue, from Park Avenue to Lee Road, subject only to FDOT approval for any median closure.

- c. For site access purposes at the proposed intersection of Bennett Avenue and Lee Road, the northern leg of this intersection must be realigned to connect and align with Executive Drive. The realigned roadway into the Project must not dead end into a commercial, residential or office development, and must connect, to an internal roadway which connects to Monroe Avenue or US 17-92.
- d. The Developer or CDD must close the 11 existing private property curb cuts/driveways on US 17-92 or traffic signal warrant study must assume such closure.

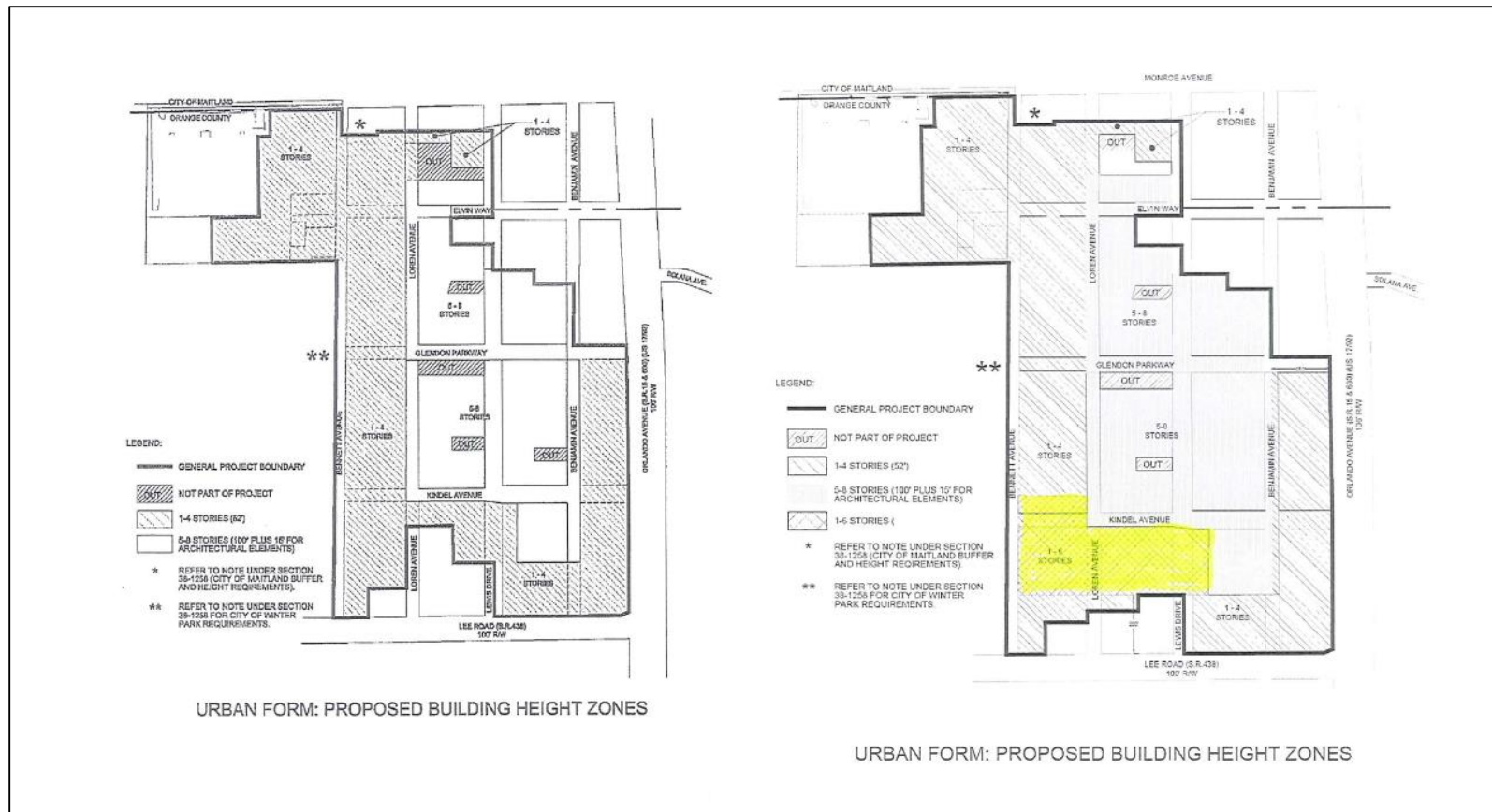
**Section 5. Development Conditions Regarding Private Buildings and the Property.**

- a. The City and Owners agree to accept and be governed by the Orange County PD and Commercial Future Land Use designation(s) on the Property and the Orange County PD zoning designations and all other applicable provisions of the Orange County Land Development Code. The City and Owners agree to accept and be governed by the specific approvals of PD future land use and PD zoning, as have been granted by Orange County, including all waivers and conditions thereto which are included as a part of this Agreement as **Exhibit "C"**.



[illegible]

## Existing and Proposed Height Map Comparison for Section 11 (e)



Approved Height Map

Proposed Height Map showing change from 4 to 6 stories





# city commission public hearing

Item type	Public Hearing	meeting date	December 8, 2014		
prepared by	Dori Stone	approved by	<input checked="" type="checkbox"/>	City Manager	
department	Planning & Comm. Development		<input checked="" type="checkbox"/>	City Attorney	
division			<input type="checkbox"/>	N/A	
board approval	DRC	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/>	N/A	4-1 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

Approve amendments to the Development Order for the American Land Ventures project consisting of 296 unit multi-family development in the Ravaudage Planned Development

## motion | recommendation

Recommend approval of two amendments to the Development Order for the American Land Ventures multi-family project located in the Ravaudage Planned Development.

## background

This item was tabled at the November 10, 2014 City Commission meeting.

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, Lewis Drive to the east and Bennett Avenue to the west. The Development Order requires 15' for side setbacks.

The first setback amendment request is to allow a 12'10" setback for the corner of Bennett and Morgan Lane. This is 2'2" less than the required 15' setback required in the Development Order.

The second setback amendment request is to allow 4'10" along Lewis Drive and Morgan Lane. This is a reduction of 10'2" to the required 15' required in the Development Order. While this is a much smaller setback, the amendment is offset by the fact that Lewis Drive has a width of 70' and sidewalks that are planned for 14'.

These areas are highlighted in yellow in the attachment. The unit count and all other setbacks meet the requirements found in the Development Order.

Appropriate section from the Development Order:

11. THE FOLLOWING WAIVERS FROM PD RESIDENTIAL CODE ARE GRANTED:

- A. A WAIVER IS GRANTED FROM SECTION 38-1254(1) IS GRANTED TO ALLOW BUILDING SETBACKS ALONG THE PD BOUNDARY TO BE A MINIMUM OF 15' IN LIEU OF 25' (WITH A MAXIMUM SETBACK OF 25').

DRC reviewed this plan and recommends approval, subject to the City Commission's approval of the amendments to the Development Order. Minutes from the DRC meeting where this was discussed are included in this agenda item.

#### **alternatives | other considerations**

Require the developer to meet the setbacks in the Development Order and redesign the plans.

# DRC SITE PLAN FOR AMERICAN LAND VENTURES RAVAUDAGE

SECTION 01, TOWNSHIP 22 SOUTH, RANGE 29 EAST  
PARCEL ID #'S: 01-22-29-3712-03-080  
PARCEL 'B' OF RAVAUDAGE OVERALL MASTER PLAN  
WINTER PARK, FLORIDA

FOR

AMERICAN LAND VENTURES  
800 BRICKELL AVE., PENTHOUSE ONE  
MIAMI, FL 33131  
305-350-1901 X 108

## DEVELOPMENT STANDARDS AND NOTES:

1. PROJECT AREA: 4.15 ACRES
2. PROJECT TO BE BUILT IN ONE PHASE
3. PROPOSED NUMBER OF UNITS: 310
4. PROJECT DENSITY: 74.7 DU/AC
5. ZONING: PD
6. PROPOSED USE: MULTI-FAMILY
7. FUTURE LAND USE DESIGNATION: PD
8. PROPOSED BUILDING HEIGHT: 87'
9. WATER AND SEWER SERVICE TO BE PROVIDED BY CITY OF WINTER PARK.
10. MINIMUM RESIDENTIAL FLOOR AREA PER UNIT: 550 SF
11. RECREATION SPACES TO BE PROVIDED BY THE RAVAUDAGE MASTER SITE PLAN
12. OPEN SPACE IS PROVIDED BY THE RAVAUDAGE MASTER SITE PLAN
13. STORMWATER TREATMENT IS PROVIDED BY THE RAVAUDAGE MASTER STORMWATER SYSTEM
14. EXISTING ON-SITE VEGETATION: NONE, VACANT LAND
15. PARKING IS PROVIDED BY INTERNAL PARKING GARAGE
16. LIGHTING PLANS ARE NOT REQUIRED FOR THIS PROJECT SINCE NO ROADWAYS OR EXTERNAL PARKING LOTS ARE PROPOSED WITH THIS PROJECT. IF EXTERIOR STREET LIGHTS ARE NEEDED TO BE ADDED OR REVISED AS PART OF THIS PROJECT A LIGHTING PLAN WILL BE PROVIDED WITH THE CONSTRUCTION PLANS.

## OPEN SPACE CALCULATIONS:

PROPOSED ON-SITE OPEN SPACE: = 0.10 AC (2.41%)

## IMPERVIOUS AREA CALCULATIONS:

PROPOSED IMPERVIOUS AREA: = 4.05 AC (97.59%)

## MINIMUM BUILDING SETBACKS:

FRONT: 0'\*  
CORNER/SIDE: 0'\*  
\*PER RAVAUDAGE MASTER PLAN AMENDMENT IN PROCESS BY OTHERS



**MADDEN**  
MOORHEAD & GLUNT, INC.  
CIVIL ENGINEERS

431 E. HORATIO AVENUE, SUITE 260  
MAITLAND, FLORIDA 32751  
PHONE (407) 629-8330  
FAX (407) 629-8336

## PROJECT TEAM MEMBERS:

**APPLICANT**  
AMERICAN LAND VENTURES  
800 BRICKELL AVE., PENTHOUSE ONE  
MIAMI, FL 33131  
(305)-350-1901 X 108

**ENGINEER**  
MADDEN, MOORHEAD, & GLUNT INC.  
431 E HORATIO AVE., SUITE 260  
MAITLAND, FLORIDA 32751  
PHONE: (407) 629-8330

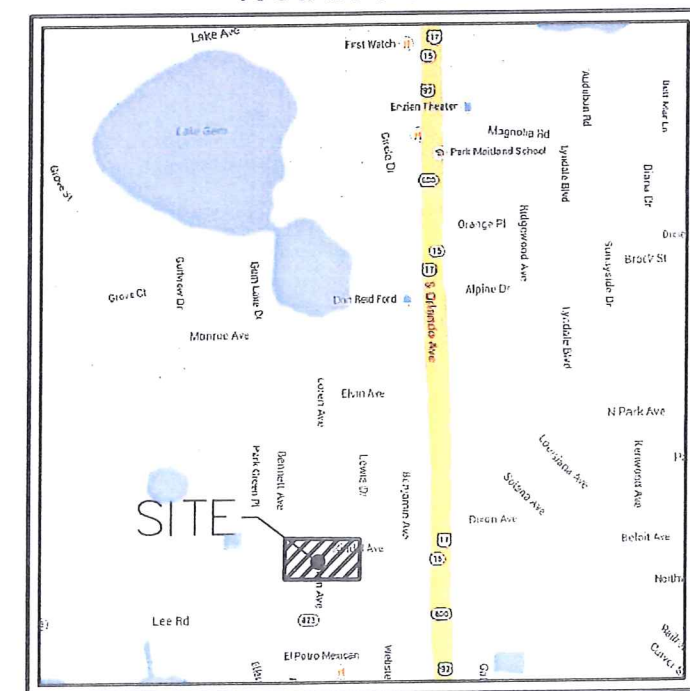
**GEOTECHNICAL ENGINEER**  
UNIVERSAL ENGINEERING SCIENCES, INC.  
3532 MAGGIE BOULEVARD  
ORLANDO, FL 32811  
PHONE: (407) 423-0504

**SURVEYOR**  
HENRICH-LUKE  
1260 BELLE AVENUE  
WINTER SPRINGS, FL 32708  
PHONE: (407) 647-7346

## INDEX OF SHEETS

COV	COVER SHEET
ST-1	SITE PLAN
L-1	LANDSCAPE PLAN

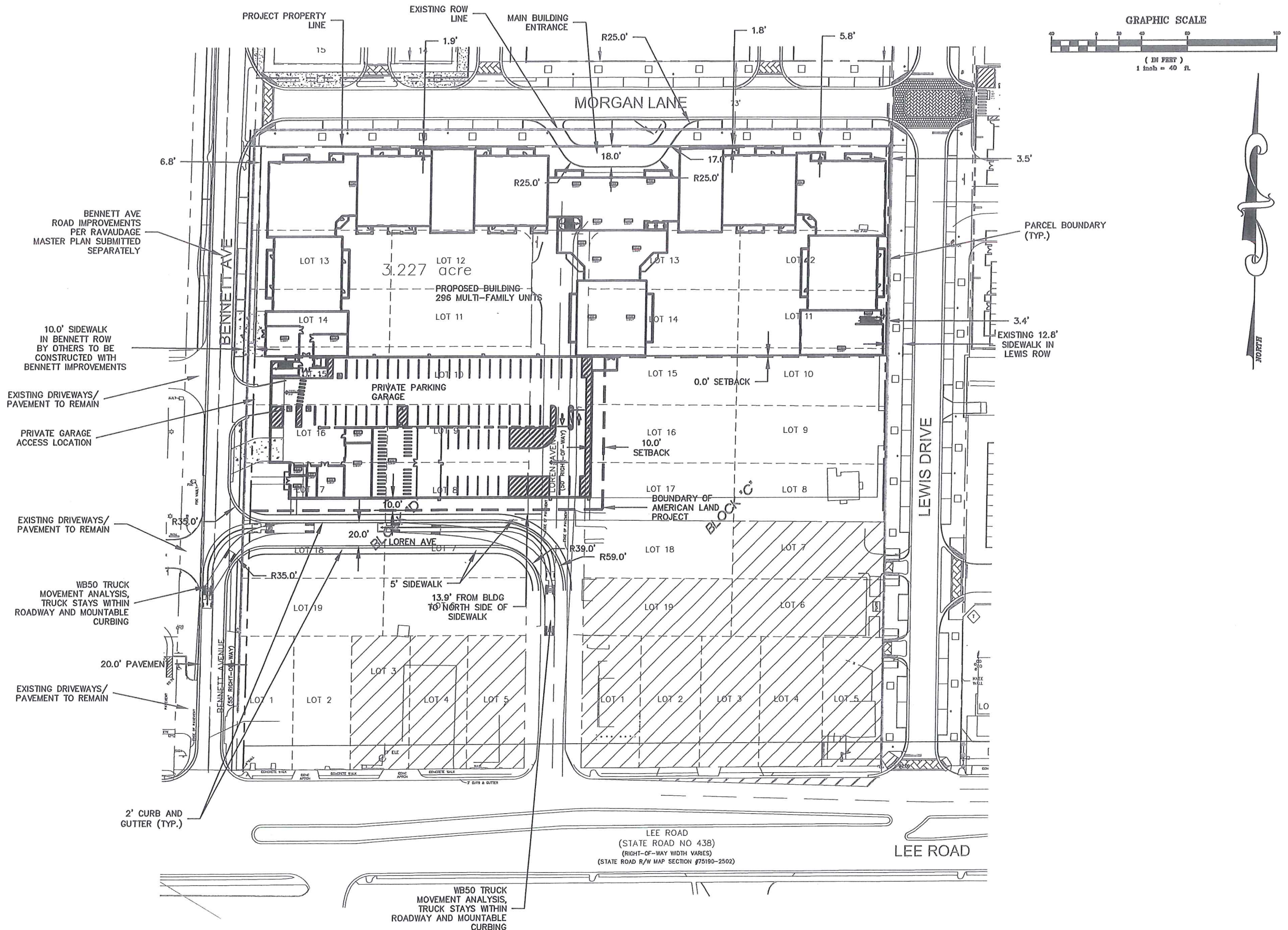
## VICINITY MAP



DAVID A. STOKES, P.E. #66527  
CERTIFICATE OF AUTHORIZATION NO. 0007723

AMERICAN LAND VENTURES RAVAUDAGE 14015  
H:\Data\14015\New\14015.dwg 11/11/2014 11:25:16 am





**MADDEN**  
CIVIL ENGINEERS  
431 E. Horatio Avenue  
Suite 250  
Maitland, Florida 32751  
(407) 629-8330

**DRC SITE PLAN #2**  
FOR  
**AMERICAN LAND VENTURES RAVAUDAGE**  
WINTER PARK, FLORIDA

**AMERICAN LAND VENTURES**  
800 BRICKELL AVE., PENTHOUSE ONE  
MIAMI, FL 33131  
305-350-1901X108

**ENGINEER IN CHARGE:**  
DAVID A. STOKES P.E. #66527  
CERTIFICATE OF AUTHORIZATION NO. EP-007723

NO.	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

JOB # 14015  
DATE: 5/9/14  
SCALE: 1"=40'  
DESIGNED BY: DAS  
DRAWN BY: DAS  
APPROVED BY: DAS



ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF FINFROCK DMC AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF FINFROCK DMC. WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER 18 U.S.C. SECTION 506 UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRETS MISAPPROPRIATION IN VIOLATION OF 18 U.S.C. 1832. FINFROCK DMC AND ITS AFFILIATES ARE NOT BEING PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATIONS.

BENNETT AVE

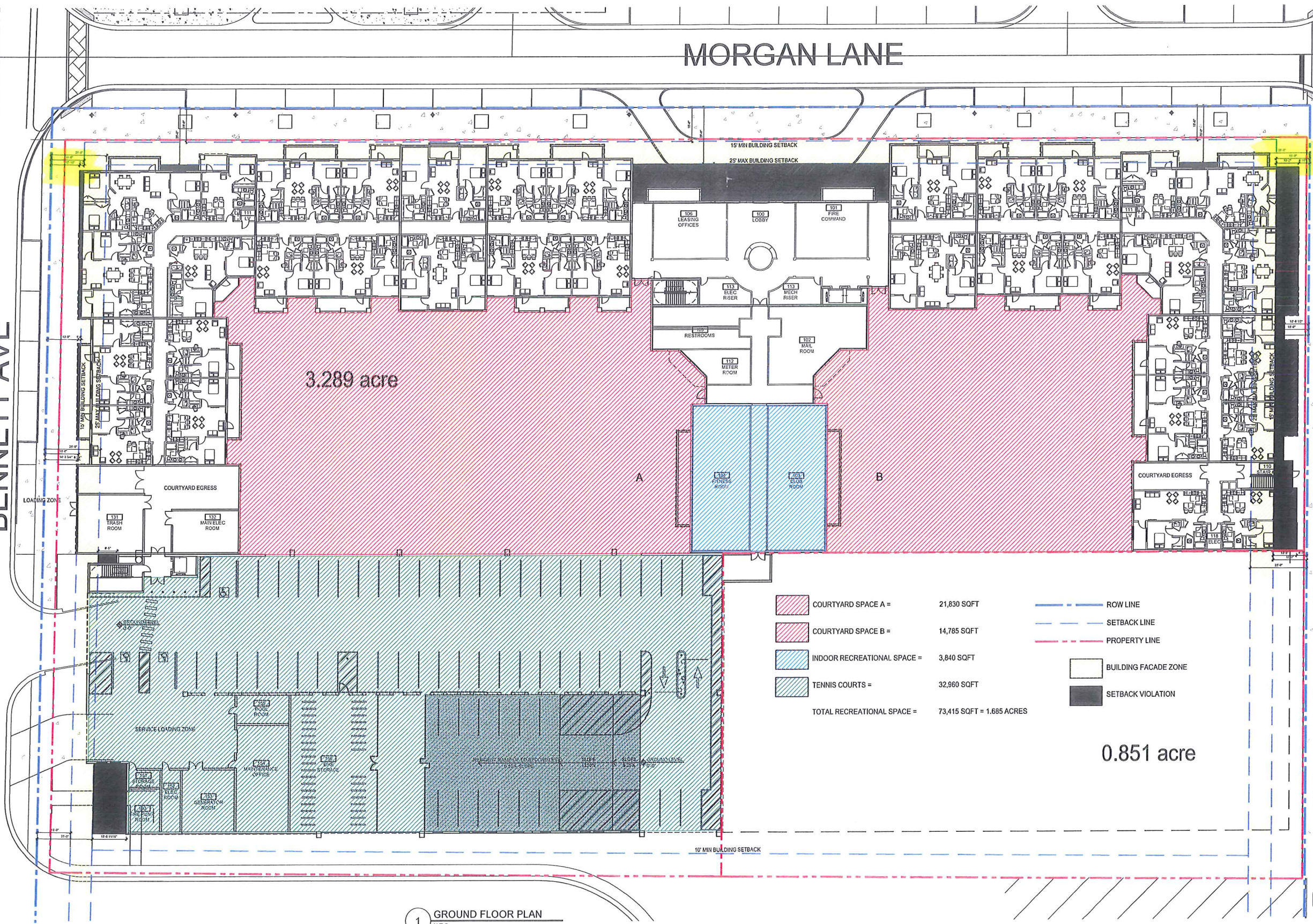
MORGAN LANE

LEWIS DRIVE

RAVAUDAGE PARCEL B  
APARTMENT COMPLEX  
ORLANDO  
FLORIDA

**FINFROCK**  
FINFROCK DESIGN, INC.  
2400 Apopka Boulevard ■ Apopka, Florida 32703  
407.233.4000 ■ 800.735.7224 ■ www.finfrock.com

SEAL  
PROJECT NO: 13-216



1 GROUND FLOOR PLAN  
N.T.S.

NOT FOR CONSTRUCTION

ARCHITECTURAL SITE PLAN

SCALE: 1/32"=1'-0"



FLOOR PLAN - NORTH ELEVATOR LOBBY

This architectural drawing illustrates a complex residential building with multiple facades and structural details. The drawing is annotated with numbers (01-11) and labels connected by leader lines to specific features:

- 01-11:** Numbers indicating specific architectural elements, windows, and structural components across the various facades.
- RAVAUDAGE:** A vertical label on a central tower, likely referring to a technical detail or material.
- LIVING:** A label on a vertical section, possibly indicating a common area or a specific floor level.
- PARKING:** A label on a vertical section, indicating a parking area or garage structure.

4.1 FLOOR PLAN @ SOUTH ELEV

**FINFROCK®**  
FINFROCK DESIGN, INC.  
2400 Apopka Boulevard ■ Apopka, Florida 32703  
407.293.4000 ■ 800.736.7224 ■ [www.finfrock.com](http://www.finfrock.com)

# RAVAUDAGE PARCEL B APARTMENT COMPLEX ORLANDO FLORIDA

## OVERALL BUILDING ELEVATIONS

SEAL

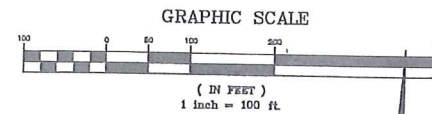
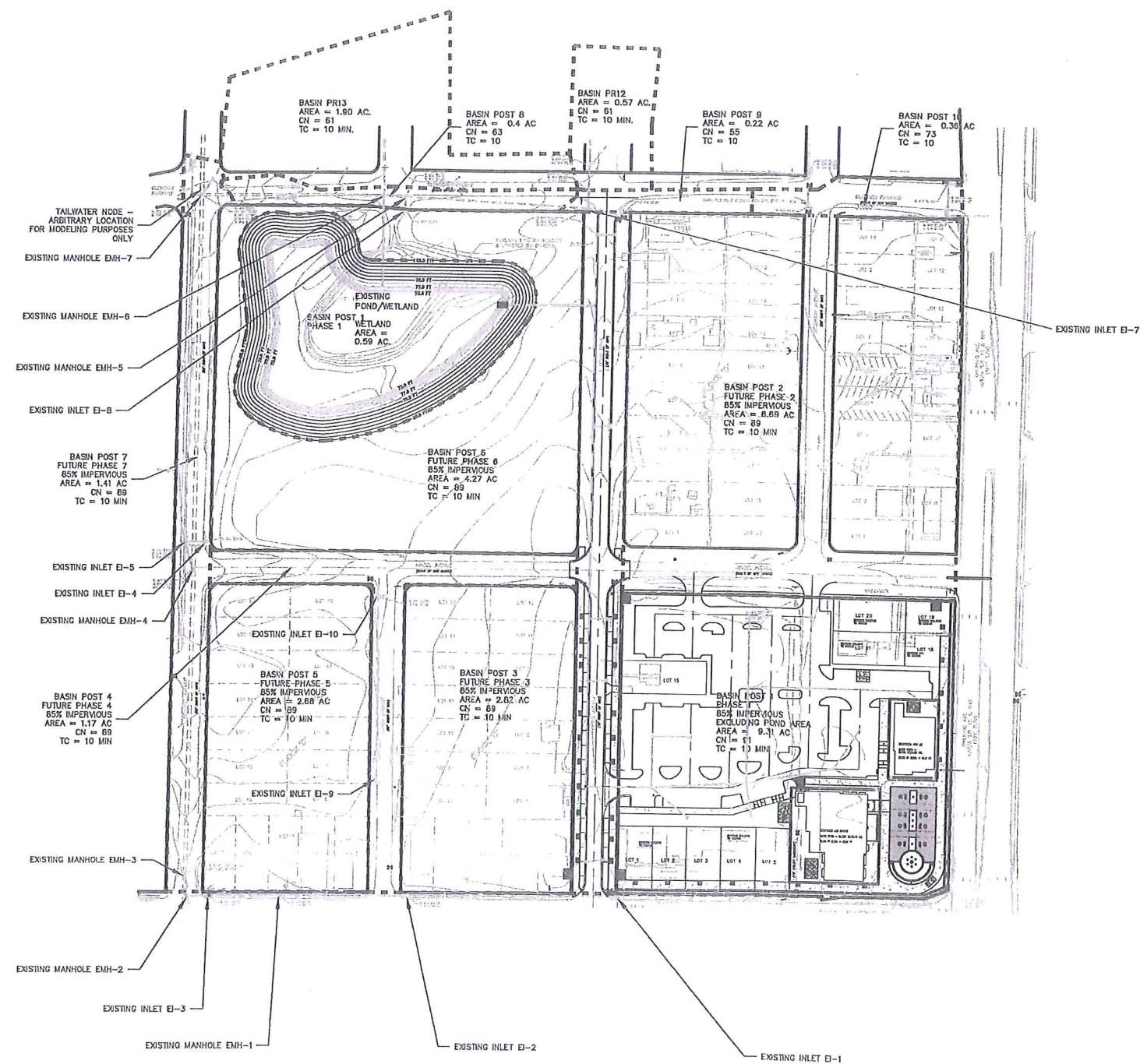
PROJECT NO:13-216

A401

RR

2014.03.12





**MADDEN**  
CIVIL ENGINEERS  
431 E. Horatio Avenue  
Suite 260  
Maitland, Florida 32751  
(407) 629-8330

POSTDEVELOPMENT DRAINAGE  
FOR  
**RAVAUDAGE**  
CITY OF WINTER PARK  
FLORIDA

SYDGAN CORPORATION  
P.O. BOX 350  
WINTER PARK, FL 32853  
407-844-3151

ENGINEER IN CHARGE:

DAVID A. STOKES P.E. #66527  
CERTIFICATE OF AUTHORIZATION NO. EB-007723

NO.	DATE	REVISIONS
1		
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11		

JOB # 11009  
DATE: 8/2/11  
SCALE: 1"=100'  
DESIGNED BY: DAS  
DRAWN BY: DAS  
APPROVED BY: CHM

PD-1