



city commission agenda

Regular Meeting

June 22, 2015
3:30 p.m.
Commission Chambers

commissioners				mayor	commissioners			
seat 1	Gregory Seidel	seat 2	Sarah Sprinkel	Steve Leary	seat 3	Carolyn Cooper	seat 4	Tom McMacken

welcome

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

meeting procedures

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

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

agenda

1	Meeting Called to Order	
2	Invocation Reverend John D. Williams Sr., Ward Chapel AME Pledge of Allegiance	
3	Approval of Agenda	
4	Mayor's Report	*Projected Time *Subject to change
	a. Proclamation – Parks and Recreation Month b. Historic Preservation Board appointments and discussion	20 minutes
5	City Manager's Report	*Projected Time *Subject to change

6	City Attorney's Report	*Projected Time *Subject to change
7	Non-Action Items	*Projected Time *Subject to change
	a. Library Task Force Report	45 minutes
	b. Financial Report – April 2015	10 minutes
8	Citizen Comments | 5 p.m. or soon thereafter (if the meeting ends earlier than 5 p.m., the citizen comments will be at the end of the meeting) (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	
9	Consent Agenda	*Projected Time *Subject to change
	a. Approve the minutes of June 8, 2015.	5 minutes
	b. Approve the following contracts:	
	1. Piggyback contract with HD Supply Waterworks, Ltd. for water/wastewater material alliance extension agreement No. 895; and authorize the Mayor to execute contract.	
	2. Piggyback contract with CycleHop, LLC for Bicycle Sharing System; and authorize the Mayor to execute contract.	
	3. Piggyback contract IFB15-0017 with Layne Inliner, LLC for storm line rehabilitation cleaning and video recording; and authorize the Mayor to execute contract and proposal.	
	4. Amendment 3, RFQ-2-2012, Continuing Contracts for Professional, Architectural, & Engineering Services. Discipline: Green Planning to Matern Professional Engineering, Inc.; and authorize the Mayor to execute Amendment.	
	5. Amendment 3, RFQ-2-2012, Continuing Contracts for Professional, Architectural, & Engineering Services. Discipline: Surveying Services to Southeastern Surveying and Mapping Corporation; and authorize the Mayor to execute Amendment.	
	6. Amendment 3, RFQ-2-2012, Continuing Contracts for Professional, Architectural, & Engineering Services. Discipline: Roadway Design to Kelly, Collins & Gentry, Inc. and authorize the Mayor to execute Amendment.	
10	Action Items Requiring Discussion	*Projected Time *Subject to change
	a. Florida League of Cities Conference Voting Delegate	5 minutes
	b. Citizens Century Collection Recognition Policy	10 minutes
	c. Real Estate Purchase and Sale between Orange County School Board, City of Winter Park and UP Fieldgate US Investments and Indemnity Agreement between the City and UP Fieldgate US Investments – Winter Park LLC	20 minutes

11 Public Hearings	*Projected Time *Subject to change
<p>a. <u>Request of the Winter Park Racquet Club, Inc. for the property at 2011 Via Tuscany:</u></p> <ul style="list-style-type: none"> - Ordinance – To amend the “comprehensive plan” Future Land Use map to change from Single Family Residential to an Open Space and Recreation Future Land Use designation (2) - Ordinance – To amend the official zoning map to change from Single Family (R-1AAA) District zoning to Parks and Recreation (PR) (2) - Conditional use approval to amend the site plan layout for the Racquet Club to add the property at 2111 Via Tuscany, eliminate the north driveway and to make other site modifications. 	20 minutes
<p>b. <u>Request of Tower Acquisition Partners LLC:</u></p> <ul style="list-style-type: none"> - To amend the conditional use approval previously granted to the property at 170 S. Knowles Avenue/170 East Morse Boulevard in 2007 to allow for modifications to the multi-family project to now be composed of three units, three stories and 19,935 square feet of residential living area and garage 	20 minutes
<p>c. <u>Request of Icon Residential:</u></p> <ul style="list-style-type: none"> - Conditional use approval to redevelop the 3.45 acres collectively referred to as 1800 Lee Road, including the tax parcels of 1746/1800/1802/1806/1810/1814/1818/1824/1828/1832 Lee Road for a 30 unit townhouse development (cluster housing). 	15 minutes
<p>d. Ordinance – Amending the Land Development Code to clarify language by removing the antiquated term “Servant” (1)</p>	10 minutes
<p>e. Resolution – Approving the execution of the Quiet Zone Improvement Agreement with the Florida Department of Transportation</p>	10 minutes
<p>f. <u>Request of Javier Omana and Chris Hite for the property at 426 West Lyman Avenue:</u> WITHDRAWN BY THE APPLICANT</p> <ul style="list-style-type: none"> - Ordinance – To amend the “Comprehensive Plan” Future Land Use Map to change from Single Family Residential to Low Density Residential (1) - Ordinance – To amend the official zoning map to change from Single Family (R-1A) District zoning to Low Density Residential (R-2) District zoning (1) 	WITHDRAWN

The following public hearing must be held at 5:00 p.m. or as soon thereafter:

- g. [Request of Unicorp National Developments, Inc.:](#)
 - **Ordinance** – Adding a new comprehensive plan policy to the text of the Future Land Use Element within the U.S. Highway 17-92 corridor study area “J” to allow for a Floor Area Ratio of up to 60%, conditioned upon use for parking with both public and private parking benefit (1)
 - **Ordinance** – Amending Chapter 58 “Land Development Code”, Article III, “Zoning” to change within Section 58-76 Commercial (C-3) District, Subsection (E) Development Standards to allow for a Floor Area Ratio of up to 60%, conditioned upon use for parking with both public and private parking benefit (1)

30 minutes

12	City Commission Reports	*Projected Time *Subject to change
	<ul style="list-style-type: none"> a. Commissioner Seidel b. Commissioner Sprinkel c. Commissioner Cooper d. Commissioner McMacken e. Mayor Leary 	10 minutes each

appeals & assistance

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

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



city commission city manager's report

item type

City Manager's Report

meeting date

June 22, 2015

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	Grant funds agreement received, are being reviewed and negotiated.	Completed. Agreement on June 22, 2015 agenda.
Railroad crossing update	Grade crossing repairs included in a CIP managed by FDOT.	Contracts to be awarded by August 2015.
Future tree plantings	FY 2015 to date – 289 trees planted.	Street tree inventory has started.
MLK (Rollins) Restroom	Plans complete. Rollins will be contracting.	Project in for permitting. Contractor anticipated to break ground by end of June. Construction will take approximately (four) 4 months.
Historic Preservation Ordinance	Draft approved by the Historic Preservation Board. Work session scheduled for June 17 at 6:00 p.m. to review with citizens group.	To be determined based on work session outcome.
Underground electric	Refinement/update of policies re: undergrounding of overhead electric service wires	TBD – July 2015
Lake Lillian Restoration	This project is underway at Mead Botanical Garden.	Pond excavation is complete and boardwalk replacement and planting will be complete by end of June.
Visioning Steering Committee	Next meeting scheduled for August 4 at 3:00 p.m. in Welcome Center. Continuing to host stakeholder meetings. Inviting community to participate at www.visionwinterpark.org	On-going activities.

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.

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

June 22, 2015

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

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



Winter Park Public Library

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Executive Summary

Directive from the Commission

The original charge of the Task Force was to make recommendations to the Commission on the need, location, costs and funding strategies for a new or remodeled Library facility. On December 8, 2014, following extensive and compelling evidence supporting the critical need for a new facility, evaluating multiple site opportunities and considering cost and funding strategies, the Winter Park City Commission extended the work of the City's Library Facility Task Force for an additional six months. The new directive for the Task Force, unanimously approved by the Commission, was to refine the program/space planning for a potential new library; to consider fundraising philanthropy in the context of determining total project costs; and to more fully explore the following sites: the City Hall Annex site, the Civic Center site and the current site. The Task Force was also directed to hold an open period for 60 days during which additional location options suggested by residents would be considered.

Space and Program Recommendation

After exhaustive research and consultation with national, state and local resources, the Task Force recommends a facility of 50,000 square feet to be divided among collection space, reader seating areas, civic engagement space, electronic commons, special use areas, local history and non-assignable space. These recommendations are for core services and collections only and do not include "enhanced use areas" (e.g. teaching kitchen, auditorium, digital theater).

Location Recommendation

After an additional six months of Task Force meetings and five public forums, the Task Force unanimously recommends the north sector of the Civic Center/Martin Luther King Jr. Park site as the preferred location for a new Winter Park Public Library. Placement of the new WPPL facility at this site provides the best possible combination of opportunities to the Library, the City and its residents. This site activates an underutilized sector of the park, does not necessitate a parking structure and creates opportunities to extend the experience of the "city core." This site has fewer physical dimensional constraints, provides for future flexibility and advancement, enriches the lives of residents, and represents a longer lasting and sustainable library, park, and community asset.

The Task Force believes the other two sites remain as viable alternatives and can be explored only after exhaustive measures and effort is given to the Civic Center/MLK Park site.

Cost Projections

Cost projections vary depending on the scope of the project and site. Estimates range from \$15.3 million to \$22.7 million.

Funding Strategies

On December 8, 2014, the Commission voted 5-0 to establish the City's initial investment in a new Library facility to be \$15 million. The Library Board of Trustees has committed to an initial fundraising goal of \$2 million and has engaged the services of a consultant to conduct a feasibility study that will help determine fundraising strategy. The Library will aggressively pursue grants from local and national organizations including a \$500,000 grant from the Florida Division of Library and Information Services. Additionally, there are potential community partnerships that may become a source of funds for the facility.

Requested Action Items

1. The Task Force requests the Commissioners to approve the location recommendation made by the Task Force.
2. The Task Force requests that the Commissioners give the directive for the selection of qualified professionals to further develop detailed design and pricing documents for a specific site for the new library on the northern sector of the Civic Center/Martin Luther King, Jr. Park.

Library Facility Task Force Members

Below are the members of the Library Facility Task Force. Five members were appointed by the City Commission and three were appointed by the Board of Trustees of the Winter Park Public Library.

Task Force Members:



Gary Barker

appointed by
Commissioner
Carolyn Cooper



Daniel Butts

appointed by the WPPL



Jeffry Jontz

appointed by the WPPL



Nancy Miles

appointed by
Commissioner
Tom McMacken



Joel Roberts

appointed by Mayor
Ken Bradley



Sam Stark

appointed by
Commissioner
Steve Leary



Jan Walker

appointed by the WPPL



Chip Weston

appointed by
Commissioner
Sarah Sprinkel

Ex-officio Members:



Shawn Shaffer

Executive Director of the
WPPL




Randy Knight

City Manager

Introduction

We stand at a crossroads. There is no question as to whether the residents of Winter Park need a new facility to house a library capable of meeting its present and future library needs. The data, the experts, the planners and the community have answered that question resoundingly and undeniably in the affirmative. The opportunity before us is for the Winter Park City Commission to *unite a bold vision with a clear plan of action* that embraces the challenge of engaging and empowering residents as they move forward in a 21st century that requires access to information, knowledge and networks.

In addition to the expected best practices of research, benchmarking, consultants, and engaging professional expertise, the Task Force held, as a core value throughout this process, honoring input from our community. Along with an enthusiastic open invitation for the public to attend our meetings and our public forums, we have held dozens of one-on-one meetings with interested and concerned individuals. The end result has been an even richer and more robust process throughout which our community helped shape the process and the progress of our Task Force. We are deeply indebted to our fellow citizens whose passion for Winter Park's public resources led us to an incredible opportunity for the Library and our community.



*“The library, the most democratic of public institutions, is the **essential civil society space** where this new America will take its democratic character. The library is a core civic society institution, democracy’s ‘maker space.’”*

*- Amy K. Garmer
The Aspen Institute*



Summarizing the Process – June to December 2014

Looking Back So We Can Look Forward

For almost 130 years, the Winter Park Public Library has served residents as a manifestation of the City's passion for learning and knowledge, a hallmark of our City from its inception that endures today. ***A key to the success of the Library has been its ability to evolve with the needs of its residents, something made possible by its century-long partnership with the City of Winter Park.*** 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.

Founded by nine women who believed Winter Park deserved learning opportunities similar to those in the northern towns from which they came, the Library was first housed on the front porch of early resident Evaline Lamson in December of 1885. A year later, the Library moved to a spare room in the Winter Park Company offices at the southwest corner of New England and Park Avenues, where it remained for 16 years. The first permanent, stand-alone library building was built on the south end of Interlachen Avenue. It was at this location that the City began to directly support the Library by providing water and electricity to the building in 1914. The Library on Interlachen Avenue expanded multiple times, eventually constructing a new building directly in front of the first on the same site. In 1979, under the leadership of Rachel Murrah, it moved to its current location at 460 E. New England Avenue and into a building constructed and owned by the City of Winter Park. The two-story building on New England Avenue was built with the intention of expanding it with a third floor when the need arose, which happened in 1995. ***Despite having five buildings at four different locations, the purpose of the library has remained the same: to empower residents with access to information and to encourage literacy.***

The Library Facility Task Force Begins

This Facility Task Force has dedicated itself to a thorough, thoughtful and complete process, endeavoring to be transparent and inclusive of community input at every opportunity. **A full description of its work, conclusions and recommendations up to December 8, 2014, as well as a wealth of support materials, is available in the "Report of the City of Winter Park Library Facility Task Force," which is accessible online at www.wppl.org/FutureWPPL.**

The following is a summary of the formation of the Task Force and its work prior to its extension in December 2014.

July 2013: Library Board of Trustees goes on retreat and forms its Facilities Committee to thoroughly examine the current and future capacity of the building.

July 2013 – May 2014: Board's Facilities Committee comprehensively examines facility issues; enlists input of community experts and nationally recognized library facilities consultant, Clyde Scoles.

June 8, 2014: Library Board holds a workshop with the City Commission to present its conclusion: that the current facilities no longer suffice; requests appointment of Task Force for further study.

June 23, 2014: City Commission unanimously approves the request for a Task Force to fully investigate the question of a new or renovated library facility and gives it the charge of **making recommendations to the Commission regarding need, location, costs and funding strategies for a new or remodeled library facility.**

July 23, 2014: The Library Facility Task Force meets for the first time

August – September 2014: Task Force fully investigates current Library facility and researched U.S. library trends; views possibilities for where in the City a facility might be.

August 2014: Task Force receives an interactive briefing from The Douglas Company on the status of the current building and the potential cost and logistics of renovating it.

September 17, 2014: Task Force holds its first public forum at the Winter Park Women’s Club. Eight break-out groups report with 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.

September 23, 2014: Based on current building’s clear deficiencies in the areas of capacity, accessibility, flexibility and technology, the Task Force unanimously votes that a new Library facility is necessary.

October – November 2014: Using research and public input, Task Force clarifies vision for a new or renovated facility.

October – November 2014: Task Force begins review of possible site for new facility in context of its developing program vision and a comprehensive list of criteria.

October 30, 2014 – Task Force holds two public forums, soliciting public input about the following possible sites:

- Current Library Location: renovate/expand or scrape site and build new at 460 E. New England Ave.
- Adjacent to City Hall property at 401 S. Park Ave.
- Rachel D. Murrah Civic Center site at 1050 W. Morse Blvd.
- Winter Park Post Office site at 300 N. New York Ave

November 2014: Task Force works with Library staff, Clyde Scoles and the City’s continuing services architectural consultants, ACi Architects, to develop preliminary cost analyses for all possible locations

November 2014: Task Force engages staff and community experts to develop potential funding strategies as well as an analysis of potential operating costs in a new facility.

November 12, 2014: Task Force ranks possible sites using location, cost, accessibility, green space, walkability, timing and adjacencies as criteria. Final ranking from Task Force is

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

December 8, 2014: Task Force presents findings and recommendations to the City Commission. Commission accepts Task Force recommendation regarding to need and extends it an additional six months to further address potential sites, clarify building program and investigate funding strategies.

Summarizing the Process – December 2014 to Present

Task Force Extended

At the December 8, 2014 City Commission meeting, the Task Force was extended an additional six months by a unanimously approved motion comprised of the following elements:

- directed refinement of the program/space planning for a new library and specified the investment of up to \$50,000 in architectural/design programming services in order to further develop a program space plan.
- directed that the City's initial investment be established (limited) at \$15 million which ultimately may or may not determine project costs.
- directed that fundraising and philanthropy be considered to determine total project costs.
- directed the further investigation of three sites: the City Hall Annex site, the Civic Center site, the current site.
- directed that the Task Force consider site suggestions from the public for 60 days.

Outreach and Public Involvement

Although it may seem that this process has taken a longtime, the value in it has been that the Task Force has been able to spend more time introducing ideas to and getting feedback from the residents. Over the last 11 months, the following have generated public involvement and feedback:

- Task Force website at www.wppl.org/FutureWPPL
- five well-attended public forums at various community locations
- listening session and Q&A at The Cloisters
- presentation and Q&As with “Heart of Winter Park” advocacy group
- presentation to Winter Park Chamber
- meeting with Teen Advisory Board (see results of teen input in Appendix A)
- one-on-ones with community members with specific concerns
- FutureWPPL@wppl.org email address for public questions
- updates and forum invitations to various social media
- presentation with Q&A to Winter Park Women’s Club
- open relationships with local media regarding Task Force process

Methodology: Refinement of Program and Space Planning

In addressing the Commission’s first directive to refine the program and space planning, the Task Force developed and applied a matrix to determine the square footages shown in the program schemes. A key resource in our investigation of the space needs and program was the advice and expertise of Clyde Scoles, Executive Director at Toledo-Lucas County Public Library and a nationally recognized expert in library facilities and construction. His expertise and four decades in library leadership have been invaluable to our process. A full list of Scoles’ credentials can be viewed in Appendix B. Clyde met with library staff February 19 – 20, 2015. He solicited their input on current building problems and needs in a new building. In addition to Scoles’ input, we also consulted the following resources to develop our space needs.

Early in the process, we used “Public library space needs, a planning outline,” a document by Anders Dahlgren from Library Planning Associates. Our spreadsheet using these formulas for calculating space needs to accommodate the collection and activities of a new Winter Park Public Library can be viewed in Appendix C.

Additionally, we consulted with the American Library Association about standards for public library buildings. Its response to the Task Force was: “ALA no longer sets prescriptive standards for libraries in America. The reason for this is that each library serves a different community with different needs. For example, a public library serving a community with many young families wants and needs a library with different facilities and services than a library serving a similar size population with a high percentage of empty-nesters and retirees”.

We consulted with professionals at the Florida Division of Library and Information Services regarding state facility standards. The standards are in the process of being revised at this time. “The new standard will state: Libraries offering a wide array of programs and services for a variety of age groups and/or special collections should plan larger buildings than these minimally acceptable sizes.” Further the new standards state “The major factors for determining the size of library facilities include the size of population served, proximity of other libraries available to the population served, materials shelving needs, public and staff seating, equipment and technology, programs and services, and the number of service desks.”

Methodology: Examination of Sites

Over the course of the Task Force’s 11 months of study, we evaluated 14 sites, two of which were brought to our attention during the 60-day period the Commission asked us to open for additional community suggestions. A table listing all locations investigated by the Task Force and the result of the Task Force’s investigation of them can be viewed in Appendix O.

In its investigation of the Commission-directed sites, ACi Architects performed numerous services to provide the Task Force a complete understanding of the possibilities and challenges involved in each site. ACi Architects worked in collaboration with the following:

- Task Force public input forums (see Appendix D)
- The Cloisters Homeowners Association
- City of Winter Park Sustainability Board
- City of Winter Park Parks & Recreation Board
- City of Winter Park Pedestrian and Bicycle Advisory Board
- In-house City Architect Kris Stenger
- Library Staff
- Library Teen Advisory Board (see Appendix A)
- Library facility standards/best practices experts and cost experts

From December 2014 to June 2015, Task Force members and ACi Architects conducted the following activities to gather research and data for use in clarification of the sites and program:

- Visited new community libraries in Central Florida and nationally.
- Researched 21st century library space needs standards, best practices and peer library benchmarking.
- Space needs program evaluation with library staff and Clyde Scoles
- Based on the “Preliminary Space Program,” created block-and-stack diagrams for each site to indicate horizontal and vertical functional requirements and to ensure that valid building program footprints and site circulation were feasible. These were used to “test fit” the library program onto the three Commission-directed sites.
- Assessed pros and cons of each Commission-directed site using the following considerations:
 - Civic engagement
 - Future expansion/flexibility
 - Place-making
 - Street presence

- Access/walkability/bikeability/parking/service loading
- Sustainability
- Cost
- General site/building design considerations
- General city building/zoning codes

Methodology: Examination of Costs

ACi Architects consulted the cost experts at Wharton Smith as well as other customary costing sources. For ease of reference, the full methodology used to calculate costs can be found in the report findings section “Examination of Costs” on page 51.

By the End

By the time the Task Force will have completed its duty in June, its activities will have encompassed the following:

- 11 months of investigation, research, listening and discussing
- 37, 90-minute Task Force meetings
- 5 community forums designed to communicate the Task Force’s progress and get input from the public
- 2 Commission workshops and 2 commission meetings
- a group visit to the Melrose Center at the Central Branch of the Orange County Library System

“What libraries need is to be more intentional in the ways that they deploy resources in the community, and more deeply embedded in addressing the critical challenges facing the community. This will require a level of flexibility and adaptability to change as community needs change.”

**- Amy K. Garmer
The Aspen Institute**

Investigation of Current Use and Users

Current Patrons and the Facility That Serves Them

Over 11,000 cardholders actively use the Winter Park Public Library each year – fully a third of the City’s population in card numbers alone. It crucial to note that this is not a true representation of the number who use the Library because many cards are used as family accounts, with a single card representing parents, children and others in the household.

Each day, an average of 650 people visit the WPPL. They go for a variety of reasons: research, self-directed education, instruction, cultural enlightenment, shared space and quiet study.

WPPL patrons read for information and pleasure. In 2014, they checked out items from the collection nearly half a million times. The users are active and engaged - on any given day, the WPPL has over 1,000 requests for titles processing and fills every month over 1,800 holds. On average, roughly 25 percent of the Library’s collection is checked out at all times.

The WPPL is busy. Each Tuesday morning, over 70 children learn about music, language, words, and play at the regularly scheduled storytime classes. With only 68 parking spots, it’s difficult for parents and other patrons to find a space. The WPPL is 32 spaces short of the required 100 spaces needed to meet City Code. The same scenario repeats itself Wednesdays and Thursdays as well.

A four-day transportation study conducted at the Library from May 2-5 determined that over 90 percent of its 650 visitors arrive by car each day, which confirmed the results of a smaller transportation study conducted in December 2014. For the full results of the transportation study, see Appendix E.

There are 1,789 square feet in the Library Children’s Area to serve over 600 active youth cardholders from birth to 5th grade, a number that’s artificially low because many younger patrons don’t have their own cards. Imagine 600 children being served out of a facility the size of an average family home. Now imagine squeezing in over 32,000 children’s items which circulated over 210,000 times in 2014. This results in tall shelves not accessible to children and narrow aisles that, in some cases, cannot accommodate wheelchairs.

Due to space constraints, the WPPL must continually remove books from its children’s collection as it add new materials. Between 2013 and 2015, Library staff were forced to weed nearly 30,000 items due to lack of available building space. Most of this weeding occurs in our Children’s Area.

As per library best practices, the WPPL removes items which don’t circulate. But for the last few years, staff have been forced to adjust criteria to remove items that simply circulated less than others. Of the 30,000 volumes recently weeded, over half of them had circulated more than 40 times and none were more than five years old.

The current collection of 140,000 volumes still exceeds capacity by approximately 20,000 volumes; shelving capacity maxed out over 10 years ago.

It’s true that digital items don’t take up space and that demand for digital items will grow in the future. The WPPL does currently carry digital copies of many titles, but an equally large number of titles are not available digitally due to publishing licensing restrictions. Additionally, the current cost of digital items for libraries is in some cases 200-300% higher than the cost to the average consumer. As good stewards of its funding, Library staff must make difficult decisions. For example, staff could purchase a current, bestselling title in ebook format for \$87 (which may or may not be licensed as “metered access”, requiring it to be repurchased after a specified amount of time or checkouts have occurred) or staff could purchase four copies of the physical book for the same price – all to meet the same demand.

There are also accessibility issues to consider, both physical and digital. Not everyone can afford an e-reader nor has the manual dexterity to manage one. Staff purchase audiobooks and large print books for those with vision challenges and these items take up more space than their traditional book counterparts.

Accessibility extends further than the items in the collection. There are difficulties in serving patrons with physical or mobility challenges. ADA (Americans with Disabilities Act) requirements mandate larger aisle openings and widths, larger bathrooms, elevators and entrances. – but there isn't enough space to make these critical and required improvements.

The existing Community Room only has the capacity to seat 60, but many Library events consistently draw crowds which exceed the room's capacity and force staff to turn people away.

The Winter Park History and Archives Collection is at maximum capacity and many historical documents can't be properly cataloged. The room needs climate control to meet preservation standards.

The current building has design constraints that can't be addressed without major renovation. When the third floor was added, the computer server room, which houses computer equipment that operates the WPPL's crucial operating systems, was placed next to the bathroom - a fact that means the Library is one burst pipe away from potential disaster. Unfortunately, limitations of the building configuration means that all critical data wiring extends down through that room and cannot be rerouted without major structural overhaul.

Every day, an average of over 100 laptop and mobile device users study and research in the current building. These users often experience difficulty in find a outlets to plug-in and the building's outdated electrical system means staff make frequent trips to the breaker to get power back online. The lack of electrical outlets also limits how space can be configured to meet patron needs.

With over 650 visitors each day, there aren't have enough reading and study space for patrons. There are only 177 seats available to the public.

In 1995, when the third floor was added, Winter Park's population was 23,699. Now, in the same space, the WPPL serves a city with a population of nearly 30,000.

Today's Winter Park's library users are active and many are tech-savvy. If trends continue, the users of tomorrow will be even more so. Unfortunately, the current facility lacks the space, mechanical, and technological efficiency to meet their need for traditional library services, much less the 21st century library services Winter Park residents need.

*"The library is first and foremost a place.... a place that **promotes development** in society. It is the family room of a community. That's the vision, that's the **future**."*

- Akhtar Badshah

Current User Demographics and Circulation

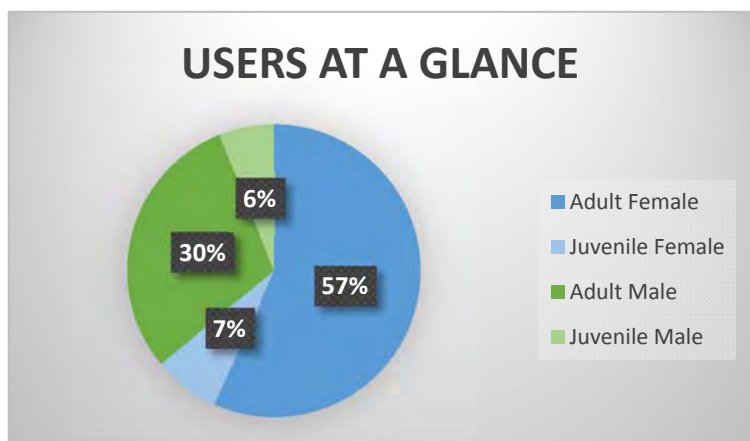
The majority of current cardholders are females 40+ and they account for the largest circulation block. An important caveat is that many of these women are also parents, spouses and caregivers who check out materials not only for themselves but for their families. Resident library cards are registered to a single user, but can have multiple named family members also granted access to the card, which results in the number of card registrations being far lower than actual users.

2014 User Age Demographics:

Female Child 0-11	321
Female Young Adult 12-17	486
Female Adult 18-39	1,723
Female Adult 40-59	2,393
Female Adult 60+	2,133
Male Child 0-11	309
Male Young Adult 12-17	362
Male Adult 18-39	890
Male Adult 40-59	1,202
Male Adult 60+	1,210

TOTAL

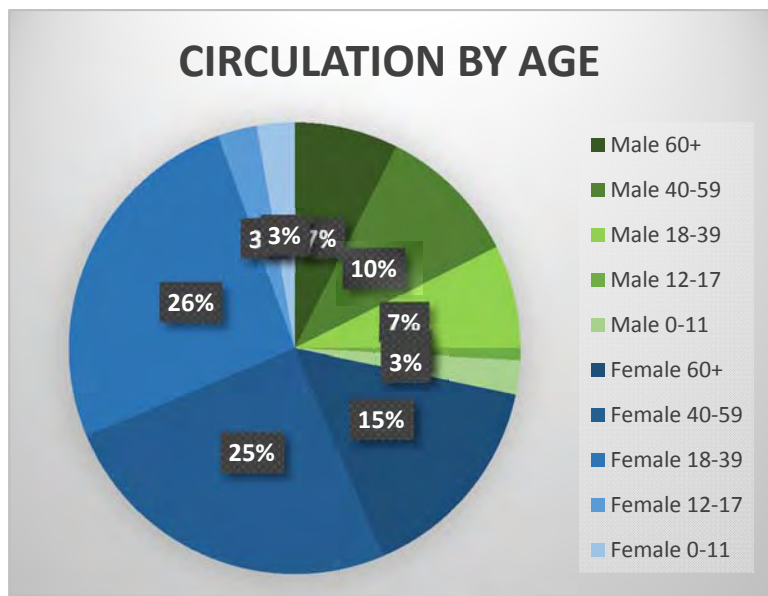
= 6,249 adult female
 = 3,302 adult male
 = 807 juvenile female
 = 671 juvenile male



2014 Circulation Statistics by Age Group:

(Numbers do not include electronic circulation statistics, such as ebooks, databases or digital magazines)

Female Adult 60+	70,911
Female Adult 40-59	116,230
Female Adult 18-39	119,770
Female Young Adult 12-17	13,001
Female Child 0-11	12,555
Male Adult 60+	34,404
Male Adult 40-59	47,226
Male Adult 18-39	34,341
Male Young Adult 12-17	3,804
Male Child 0-11	11,309



Geographic Distribution of Current Library Patrons



ACTIVE LIBRARY PATRONS
BY 2010 CENSUS
BLOCK GROUP

City of Winter Park
Florida

Legend



Winter Park Library

Active Patrons By Block Group

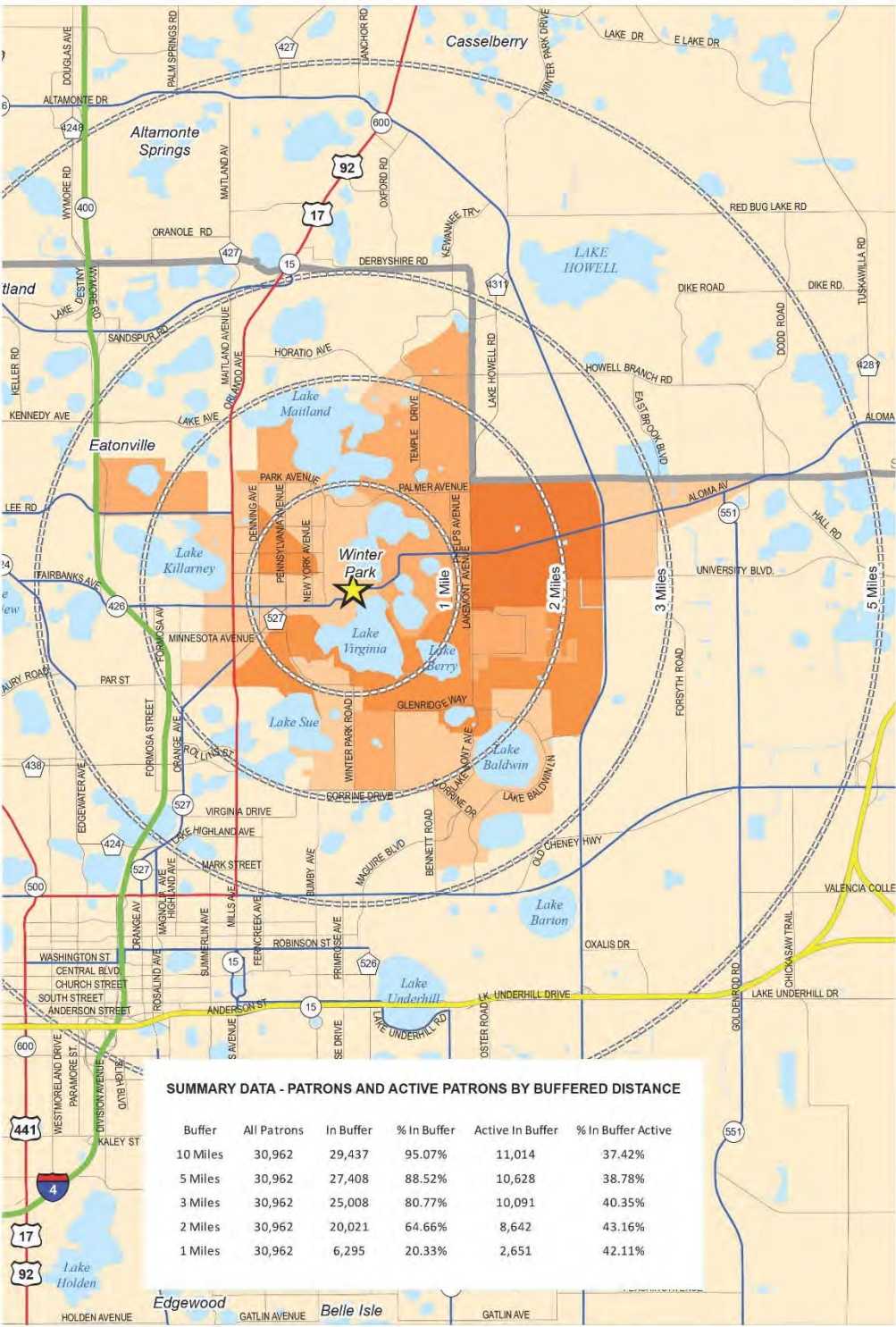
- < 100 Patrons
- 100 - 249 Patrons
- 250 - 499 Patrons
- 500 - 999 Patrons
- 1,000 - 2,553 Patrons
- Buffers - 1,2,3,5, and 10 Mile

Toll Roads

- Toll Roads
- Interstates
- US Highways
- State Roads
- County Roads
- Major Roads
- County Boundary
- Water



Date: 2/13/2015
Project: LIB20150213
Source: Winter Park Library



Clarification of Space and Program Needs

A key directive from the Commission was to refine the space and program needs for a new facility. The methodology for this process can be viewed on page 8. It was a thorough process that involved input from library facility experts in Chicago, Wisconsin, Cleveland, Tallahassee and Central Florida, as well as from our own community. Much was discovered through these efforts, but a key discovery is this:

Determining library space needs for any given community is not a prototypical, commoditized, formulaic process. It is a process that must be customized to the needs and character of each community.

Statement on program and space needs from Clyde Scoles:

“While questions always arise about space requirements for public libraries, there is no magic formula or algorithm for how large a library should be. In our planning activities, we encounter individuals – even seasoned architects and planners with extensive experience building offices, commercial development or homes – who assume there is a definitive formula for determining library space needs. This is simply not the case.

Architects and library administrators alike are deeply concerned about flexibility, sustainability and providing for myriad possible future uses. It is undisputable that the growing need to design an outstanding library is *the need to design for people rather than materials*. Originally, books occupied their territory and then the customers could fit into the leftover space.

Over the past 10 years, this need to design for people has significantly changed that ratio, and with that, all approaches to library design. Collections are being rethought, service points made much more flexible, and a variety of noise levels managed. Truly, keeping the customers and staff in focus, taking into account their technology needs and insuring that programming innovations will not impact existing workloads.

Regarding the Winter Park Public Library, the Task Force, library staff and the ACi Architects have diligently drilled down to the human-centered end-product, involving stakeholders in the planning process as much as possible. It has taken a lot of collaborative work, but doing so has told the story of Winter Park’s truly inadequate and antiquated public library facility and the tremendous opportunity now presented for a new facility that can successfully provide innovative library service in the 21st century.

Indeed, building library spaces varies from community to community. A key consideration is balancing the design so it can accommodate users who need the library to be a meeting and collaborative space as well as accommodate a core constituency of users needing libraries for individual study and quiet processing of information. Noise mitigation is now a key consideration nationally for library designers and architects. While older buildings have a difficult time effectively zoning areas for children, collaboration, and quiet activities, newer construction libraries are able to effectively and economically manage these needs because these varied purposes are incorporated into their very design. This does impact space requirements and often poses a challenge for those wishing to rearrange and repurpose a facility. Quite simply, people require more space than books.

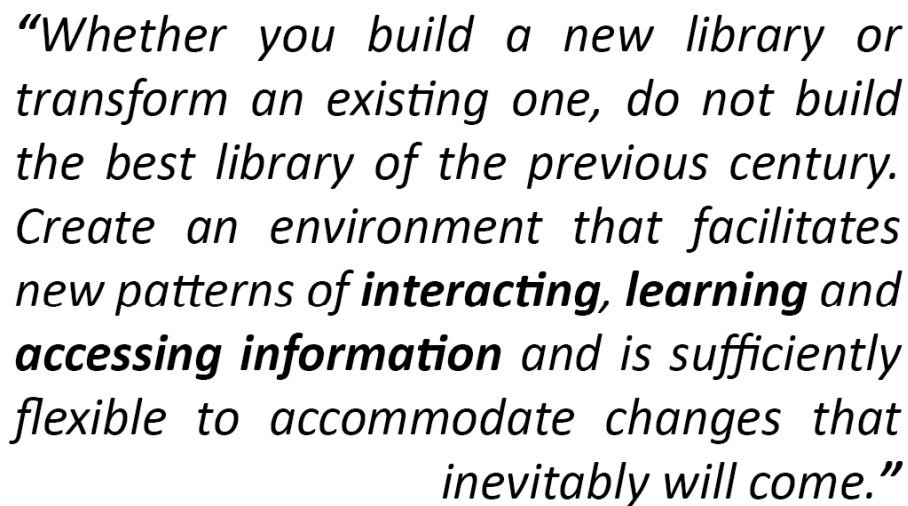
Newly constructed libraries do not follow a magic formula in designing space. Space considerations are prompted by ingenuity as a crucial aspect of a people-centered design. We are designing new libraries as the “People’s University” for collaboration and creation. Providing space for public collaboration is a broad subject now in library design. It is broader than simply whether to include makerspaces or digital

space: it includes everything from the “innovation center” concept (e.g. Melrose Center at Orlando Public Library) to new conversation circles, virtual spaces, or spaces that allow mobile tech users to seek out and work with other users based on common goals

There is not and never will be universal agreement for how large or how small a library should be, and there is no single solution. Library construction means a strong synergy of partnership and teamwork focused on creating a human-centered design. The alliance with ACI Architects and Winter Park Public Library have been a resoundingly successful partnership of incredible vision and strong reimagining of the Winter Park Public Library for the 21st century.”

Facility experts with the American Library Association cautioned the Task Force that many of the widely published “standards” for library facilities are based on 20th century assumptions and do not reflect the nature and requirements of modern library services. For these reasons, they do not set prescriptive standards for libraries in the United States. Similarly, professionals with the Florida Division of Library and Information Sciences have recognized that its basic standards, which were intended to set bare minimum requirements for small and rural facilities, are out of date and they are in the process of revising them. And for all of the standards discovered throughout the research, their developers intended for them to be basic minimums, not recommendations for optimal facilities or service levels.

An important note: the original calculations using the matrix generated the Task Force in conjunction with Library staff (Appendix C) generated an approximate space need of 60,000 square feet. ***Further refinement by ACI Architects and other experts yielded efficiencies and innovations that reduced the required amount of space to around 50,000 square feet.***



*“Whether you build a new library or transform an existing one, do not build the best library of the previous century. Create an environment that facilitates new patterns of **interacting, learning and accessing information** and is sufficiently flexible to accommodate changes that inevitably will come.”*

- Peter Gisolfi

Benchmarking Libraries

As a best practice, the Task Force researched libraries in communities of similar size and character. The following chart shows the size and features of those libraries and compares them to the current Winter Park Public Library (red column).

	Darien Public Library (CT)	Hillary Rodham Clinton Childrens Library (AK)	Slover Public Library (VA)	Petersburg Public Library (VA)	Barrington Public Library (IL)	Chapel Hill Library (NC)	Winter Park Public Library (FL)
City Population	35,000	42,000	200,000	32,500	44,000	57,000	Est. 29,203
Square Footage (Gross)	57,000	45,000	30,000	50,000	56,090	63,305	32,106
Digital Theatre (Meeting Room)	✓	✓	✓	✓	✓	✓	
Children's Interactive	✓	✓	✓	✓	✓	✓	
Local History (Climate Control)	✓		✓	✓	✓	✓	✓ -
Electronic Commons	✓		✓	✓	✓	✓	
Student Help/ Homework Centers	✓	✓	✓	✓	✓	✓	✓
Business Career Center	✓		✓	✓		✓	
Computer Lab/Makerspace	✓	✓	✓	✓	✓	✓	
Collaborative Rooms	✓		✓	✓	✓	✓	
Raised Floor (Plenum)	✓	✓	✓	✓	✓	✓	
Shelving (66"-45"-33")	✓	✓		✓		✓	
New Construction	✓	✓	✓	✓	✓	✓	
Flexibility/ Sustainability	✓	✓	✓	✓	✓	✓	

Space and Program Elements

Note – “Square Footages of Space:” Space needs programming usually uses net area which is the actual space that is used for its intended purpose known as departmental square footage. A grossing up factor is then applied to include non-departmental circulation, thickness of walls, non-usable chases, building systems, storage and other non-usable areas.

Collection Space

These are the areas needed to house the books, magazines, newspapers, CDs, DVDs and other media. In order to increase accessibility, shelving will be no higher than 5 feet (current shelving exceeds 7 ½ feet in much of the building)

9785 sq. ft.



Reader Seats

Distributed throughout the Library, these are inviting places for patrons to sit, read, study, and talk with one another. Dynamic content means that the Library will provide not only quiet areas for study and meetings but also active spaces for learning how to use the programs and software provided, as well as spaces for people to connect, share ideas and develop new opportunities, ideas, information or products together. Providing physical spaces that connect people with each other and with the resources and services they need creates an environment that is greater than the sum of its parts.

6000 sq. ft.

Space and Program Elements - continued

Civic Engagement Space

This encompasses spaces of various sizes that accommodate meetings, gatherings, activities and events, small group study and individual study or private tutoring. The library will require a large space for presentations, smaller conference spaces, larger rooms for story times and teen programs and several small, private study room.

All of these spaces will be equipped with connected display technology allowing learning to connect distant teachers with local students, or provide the opportunity for local business leaders to meet with other leaders globally. Smaller spaces will be equipped with collaborative technology to facilitate group projects.

4830 sq. ft.



Staff Workspace

Distributed throughout the Library, this is a combination of private offices and collaborative work areas.

4900 sq. ft.

Space and Program Elements - continued



Electronic Commons

An area with computer workstations for patrons to access email, the Internet, research databases, etc. Most likely a computer learning room and other areas throughout the library with individual workstations.

As we continue to move into an online environment, where critical forms are only online and information is only accepted via email, the library plays a critical role providing computers, resources and expertise to assist patrons with these critical tasks.

2600 sq. ft.



Local History

This is a special area of our Library that houses the collection of books, papers and artifacts of the history of Winter Park. Currently, much of this collection, like the papers of Senator Paula Hawkins is in storage and not readily available to the public.

The new larger space would provide access to our current collection and room to grow as more of our shared history is brought to be preserved at the library.

1750 sq. ft.

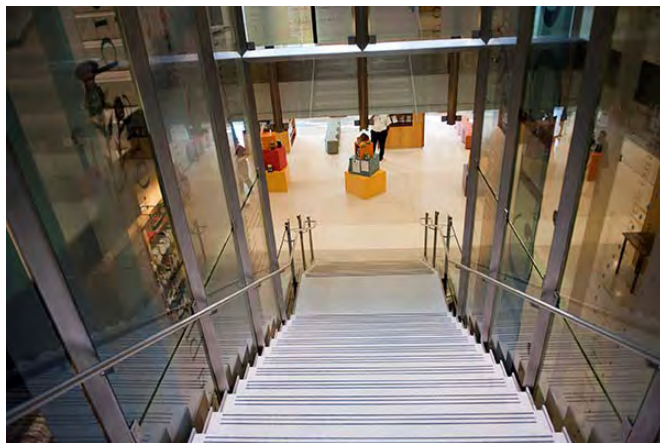


Space and Program Elements - continued

Special Use Areas

These spaces would include the Friends of the Library bookstore, a café and possibly some support space for Information Technology.

8600 sq. ft.



Non-assignable Space

This includes spaces such as elevators, stairwells, HVAC equipment, mechanical rooms and it is distributed throughout the Library.

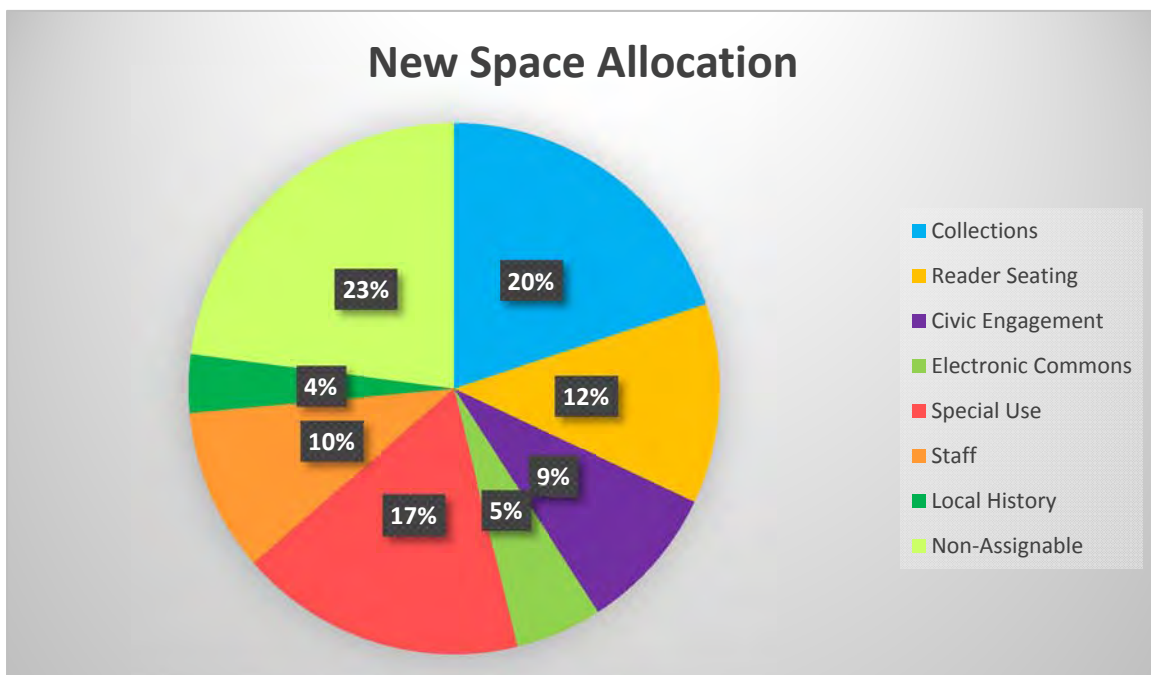
11,301 sq. ft.

Program Design & Space Allocation Summary

	NEW	EXISTING	% DIFFERENCE
Collection Space	9,785 SF	6,848 SF	43%
Reader Seating Areas	6,000 SF	900 SF	567%
Civic Engagement Space (Small, Large, Tutorial, Auditorium)	4,830 SF	3,384 SF	43%
Electronic Commons – Children, Teens, Adults (Research, Collaboration, Manufacturing)	2,600 SF	657 SF	296%
Special Use Areas (Bookstore, Café, IT)	8,600 SF	1,252 SF	587%
Staff Workspace	4,900 SF	5,924 SF	-17%
Local History (climate controlled)	1,750 SF	717 SF	144%
Non-Assignable Space (Compact Storage, Facilities, Operations, HVAC)	11,301 SF	14,060 SF	-20%
TOTAL GROSS SQUARE FOOTAGE	Est. 50,000 SF	33,742 SF	

Note: The above is the projected initial needs. It is important to note that a key element of the new building will be the flexibility to shift uses as future needs change.

The following graph illustrates the percentage of total space represented by each space type.



Exploration of Sites


The Commission directed the Task Force to further explore the possibilities presented by the three sites described in this section:

- the existing Library site
- adjacent to City Hall site
- the Civic Center/Martin Luther King Jr. Park site.

Over the months spent investigating these options, **it remains the opinion of the Task Force that all three sites remain viable options**, each presenting unique opportunities and challenges. In the pages that follow, we present a full evaluation of each site, some with varying configurations. The Civic Center/Martin Luther King, Jr. Park site comes with an explanation as to how that site evolved over the course of our work.

The following chart gives a quick look at the physical fundamentals of each site.

Comparison of Primary Opportunities/Constraints for Possible Sites

 Winter Park Library	Expand Existing Building	Re-build New at Existing Site	Adjacent to City Hall Site	Civic Center/ MLK Park Site
Physical Site Fundamentals:				
❖ Provides flexibility to meet future needs	N	N	Y	Y
❖ Requires parking structure	Y	Y	Y	N
❖ Provides opportunity to meet other parking needs with a structure	N	N	Y	O
❖ Requires partial or total demolition	Y	Y	O	O
❖ Requires temporary relocation	N	Y	N	N
❖ Requires land acquisition	N	N	O	N
❖ In existing downtown core	Y	Y	Y	N

Y = YES

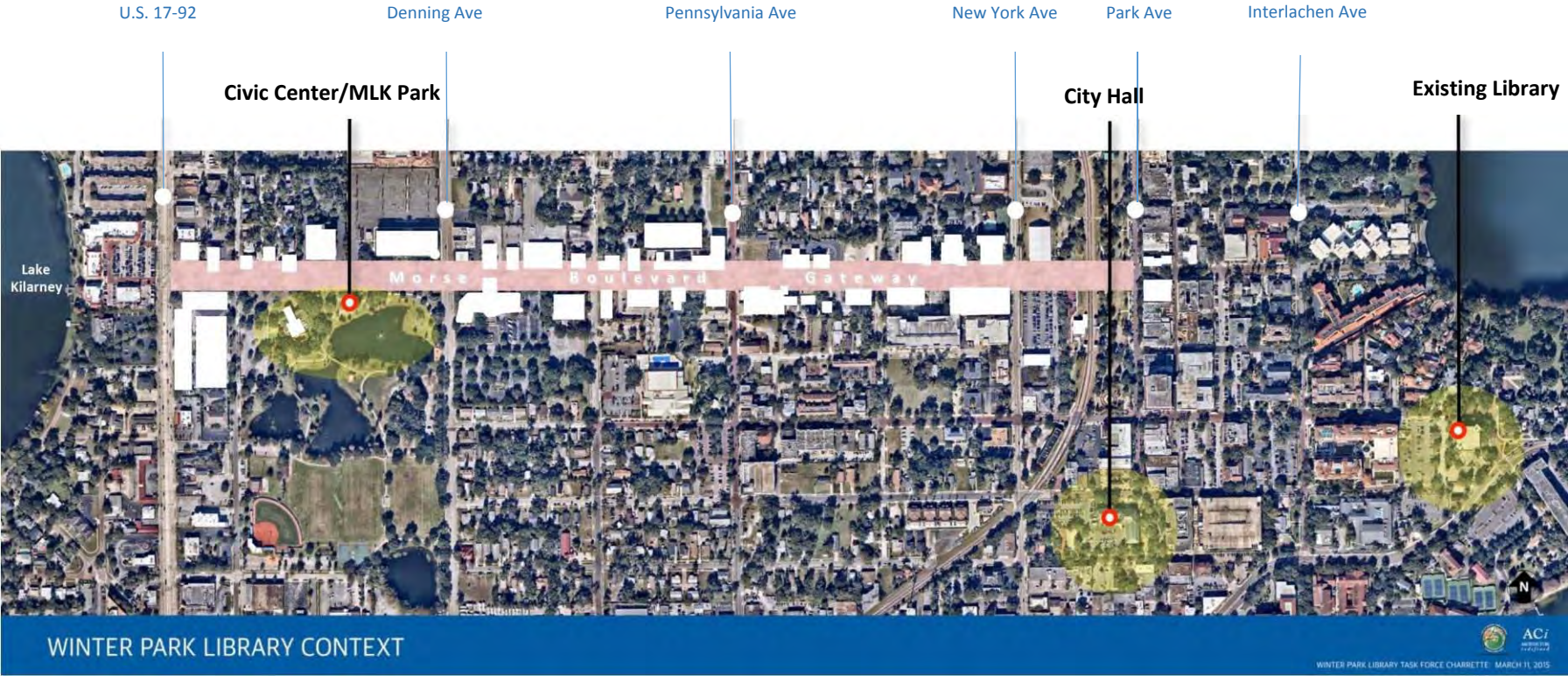
N = NO

O = OPTIONAL

Winter Park Library Task Force Final Report June 2015



Commission Directed Sites



Existing Winter Park Library – Expansion / Renovation



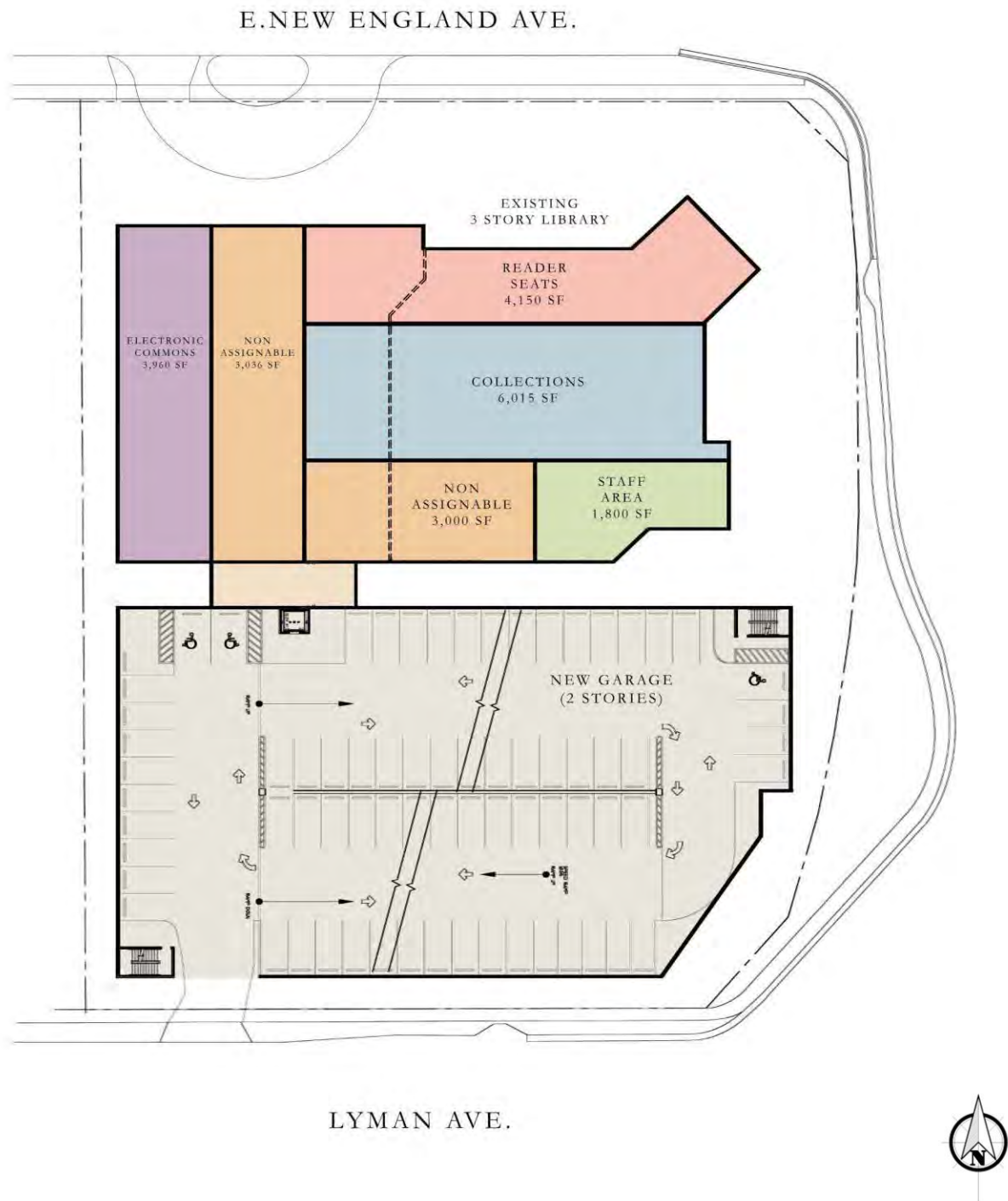
Expanding the existing three-story Library with a parking garage within the geometric site constraints, limits the direction for expansion to the west; therefore, the proximity of the new parking garage will be positioned to the south.

While the Library expansion and the parking garage fit on the site, the necessary configuration creates poor vehicular circulation, a “ceremonial” entry/drop-off along New England Avenue, and limits garage entry to Lyman Avenue only. There isn’t any space on-site for outdoor programs or events; however, this could be accommodated on a third floor or roof terrace.

Ultimately this scheme works, but it is a more urban response in its planning and aesthetic response.

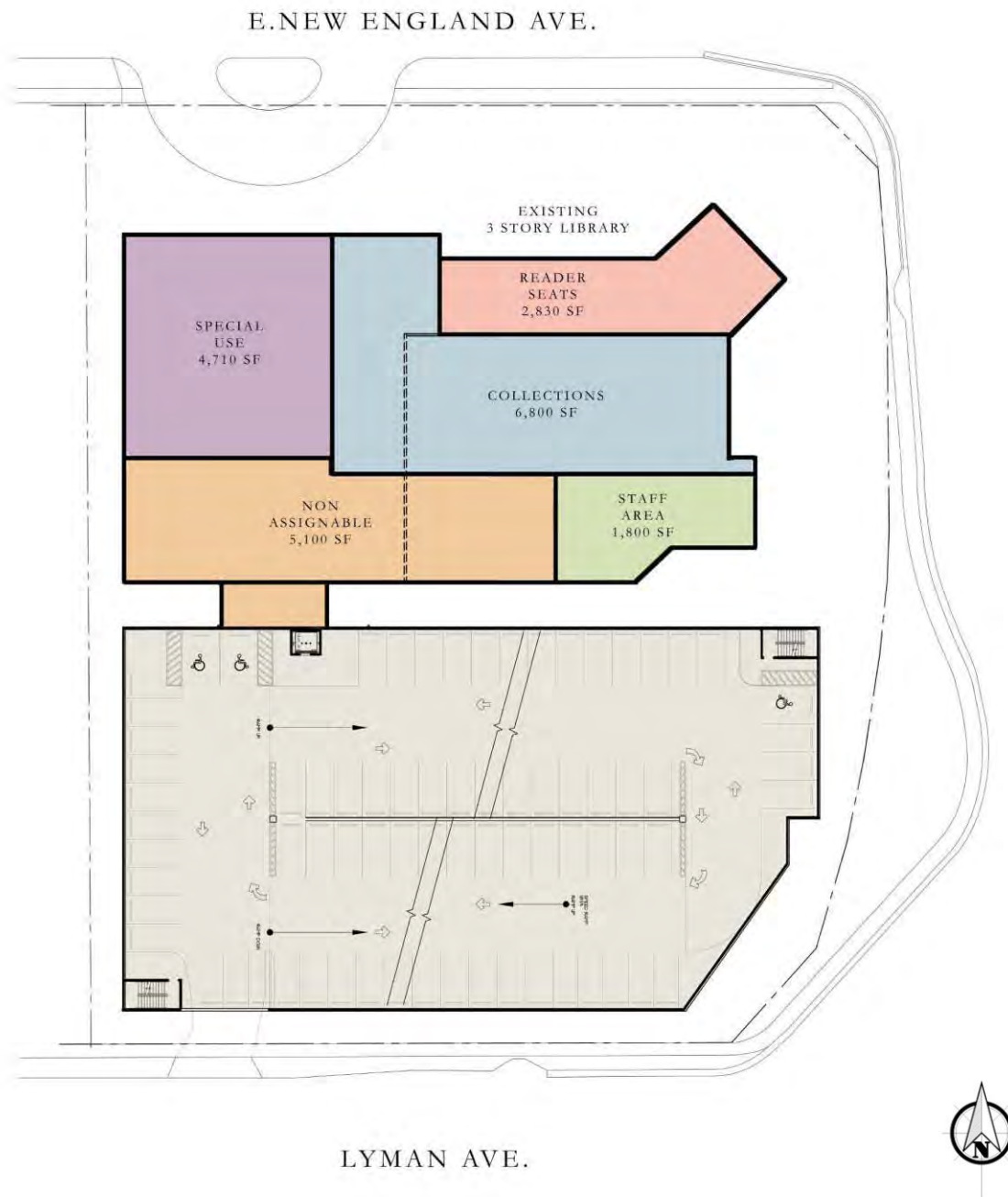
Building gross square feet:	Up to 60,000
Parking:	160 spaces
Number of stories:	Three (3)

Existing Winter Park Library – Expansion / Renovation



FLOOR PLAN: 1ST FLOOR BLOCK-AND-STACK DIAGRAM

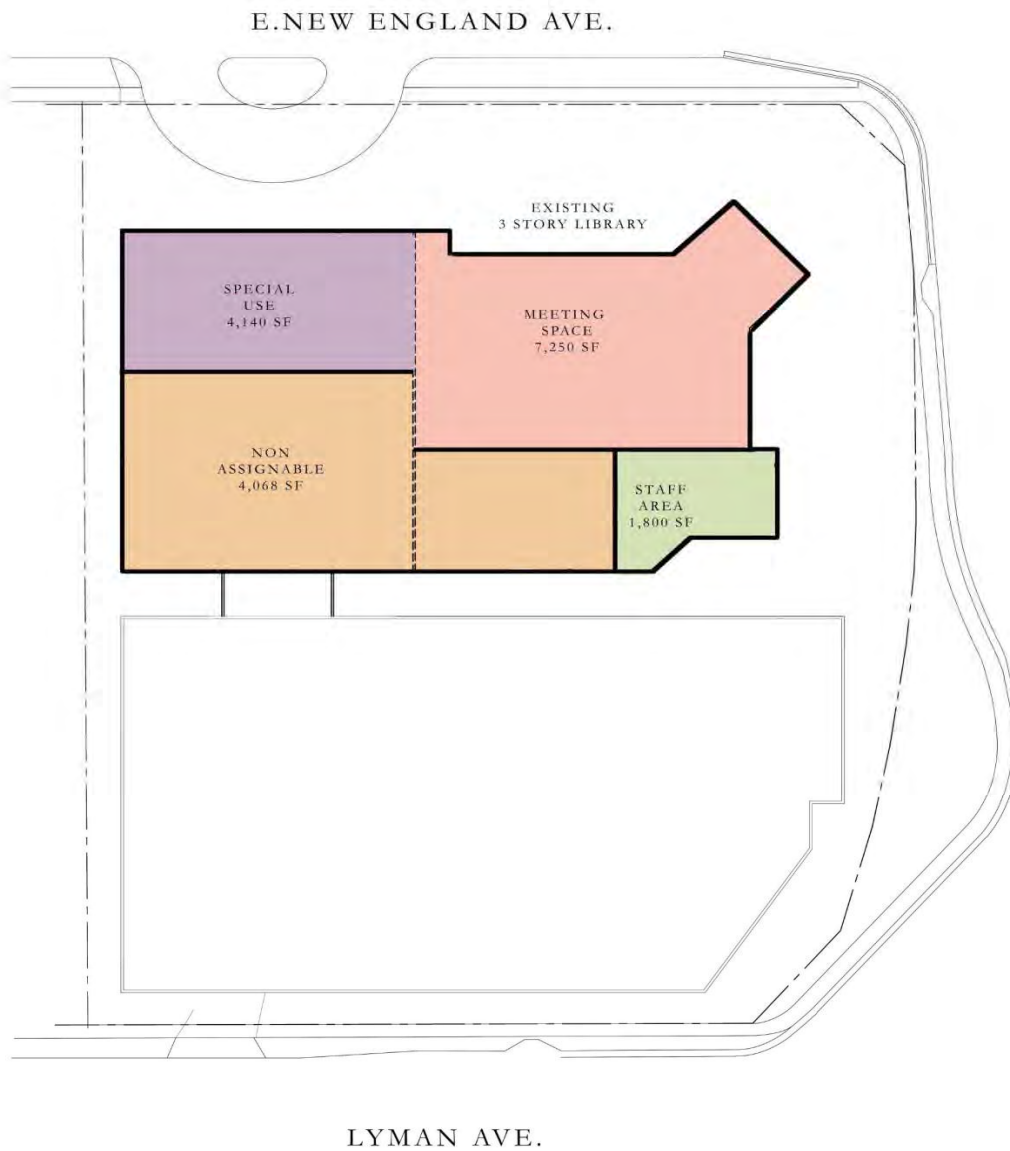
Existing Winter Park Library – Expansion / Renovation



FLOOR PLAN: 2ND FLOOR

BLOCK-AND-STACK DIAGRAM

Existing Winter Park Library – Expansion / Renovation



FLOOR PLAN: 3rd FLOOR BLOCK-AND-SHACK-DIAGRAM

Existing Winter Park Library – All New Building



Positioning the new three-story Library slightly to the east along New England Avenue allows the Library to be positioned similarly to its traditional location. The site allows vehicular access from New England Avenue to a covered porte cochere/book drop-off and then into the parking garage. Vehicular access is also accommodated into the parking garage along Lyman Avenue.

A two-story porch along New England Avenue would allow readers to enjoy the outdoors and allow the scale of this facade to step down from three to two stories and be more residential in scale.

The parking garage can be configured in this scheme such that it sits back from Fairbanks, allowing it to be less prominent and can be buffered visually with trees and landscape.

Building gross square feet:	Up to 60,000
Parking:	160 spaces
Number of stories:	Three (3)

Existing Winter Park Library – All New Building



FLOOR PLAN: 1ST FLOOR
BLOCK-AND-STACK DIAGRAM





FLOOR PLAN: 2ND FLOOR
BLOCK-AND-STACK DIAGRAM



FLOOR PLAN: 3RD FLOOR
BLOCK-AND-STACK DIAGRAM

Existing City Hall Site



The new three-story Library is located on the corner of New York Avenue and West Lyman Avenue. The Library will create a prominent civic presence and act as a gateway along New York Avenue, welcoming residents into downtown and onto Park Avenue. Of note, residents, visitors and SunRail travelers will now have three civic structures to view at this intersection: the Farmers Market, the Welcome Center and new Library.

Along West Lyman Avenue, it is contemplated all three floors will feature porches for residents to sit on chairs to enjoy the community, read and watch fellow residents pass by. There will be a joint parking garage to accommodate the Library, City Hall, public parking requirements and the proposed new private development on the corner of Comstock and New York Avenue.

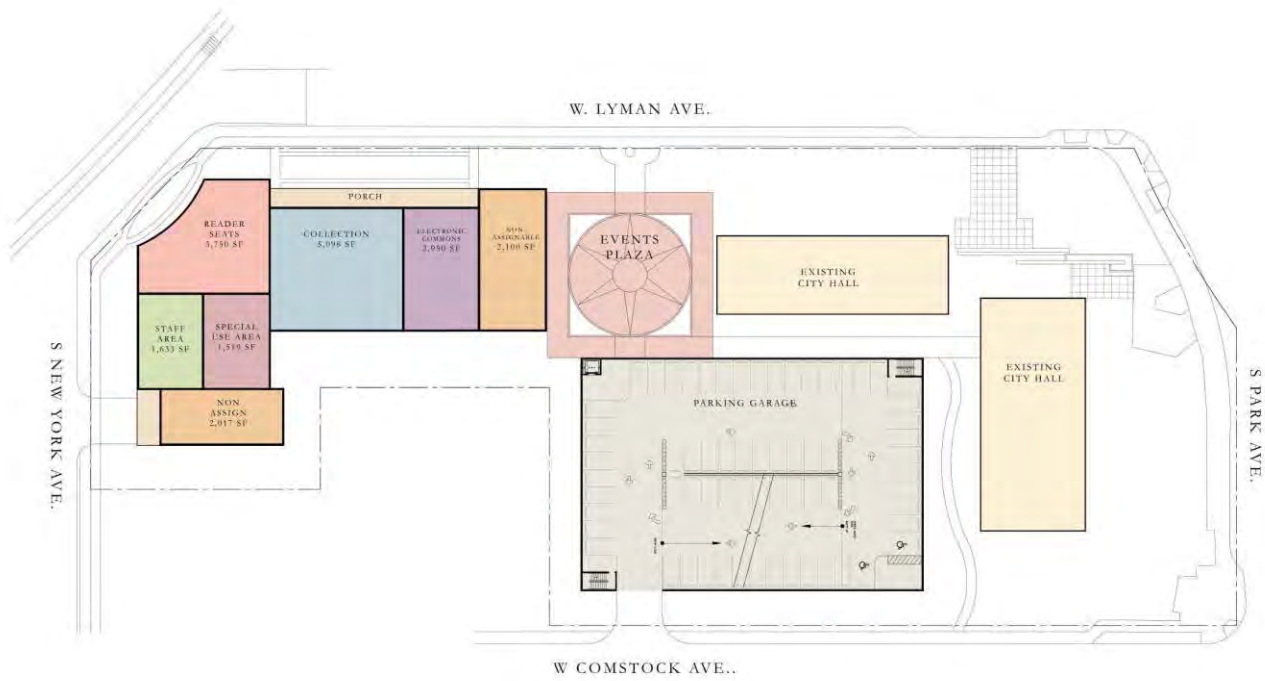
Between the City Hall to the east and the new Library, there will be an entry garden courtyard for Library programs and events, as well as city and community events. At such time when the Library may expand east, it can expand into the garden courtyard and as a new City Hall is redeveloped on the existing site in a more efficient layout, the garden courtyard can shift east as well.

Creating an edge, albeit setback from West Lyman Avenue, will create a well-defined and activated edge to a street that is now a parking lot.

Building gross square feet:	Up to 60,000
Parking:	440 spaces
Library	160 spaces
City Hall	137 spaces
Public Parking	143 spaces
Number of stories:	Three (3)

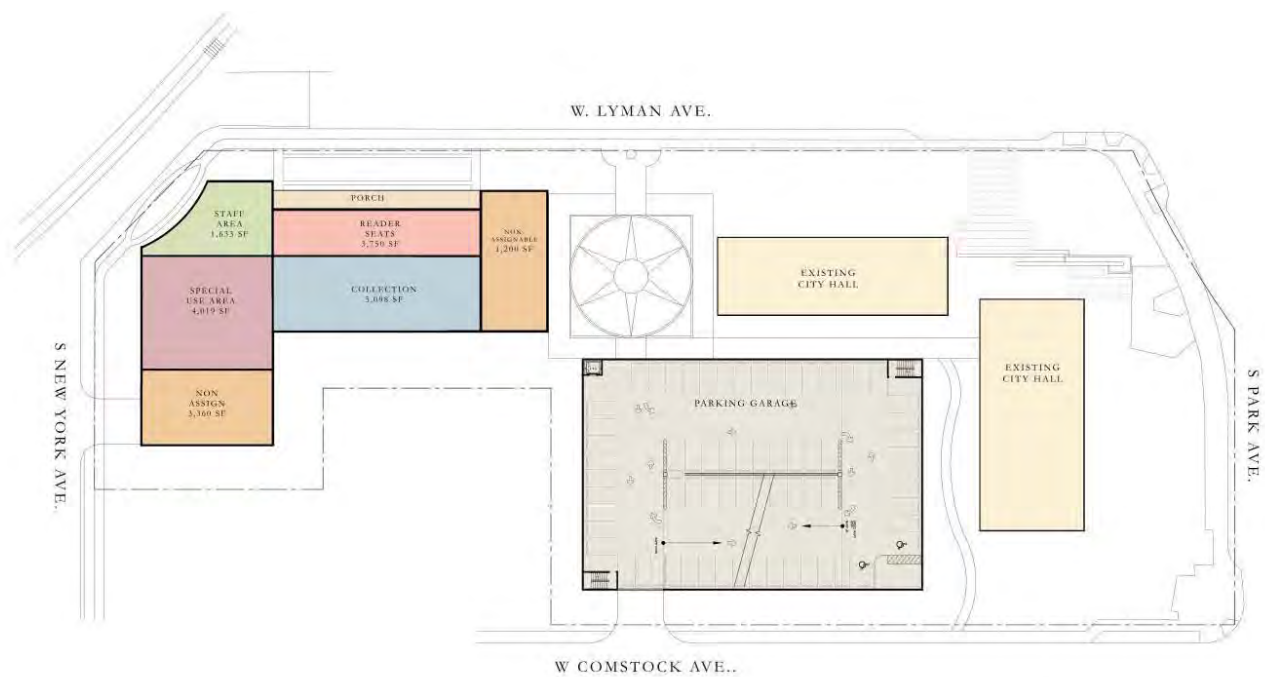
Note: This scheme shows an expanded garage footprint that assumes City acquires adjacent two lots to the west.

Existing City Hall Site



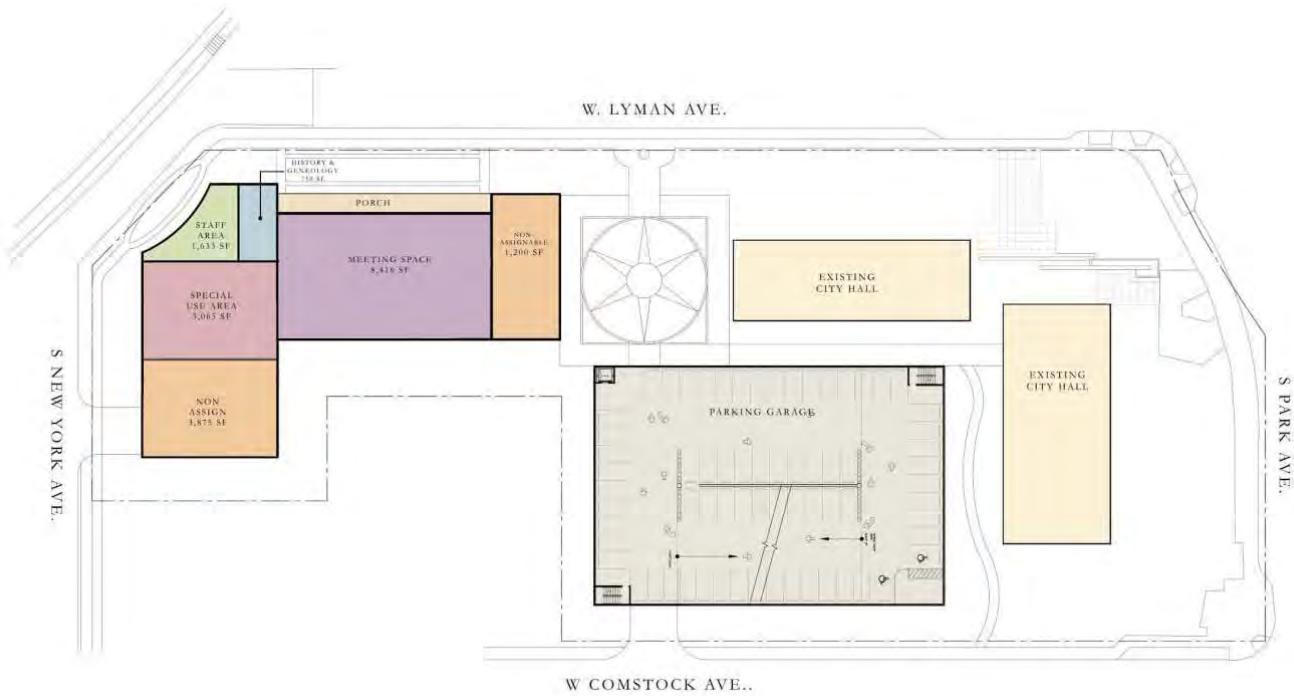
FLOOR PLAN: 1ST FLOOR
BLOCK-AND-STACK DIAGRAM

Existing City Hall Site



FLOOR PLAN: 2ND FLOOR
BLOCK-AND-STACK DIAGRAM

Existing City Hall Site



FLOOR PLAN: 3RD FLOOR
BLOCK-AND-STACK DIAGRAM

New Library on Existing Civic Center Site



As originally directed by the Task Force, ACi Architects investigated locating a three-story (up to 60,000 BGSF) new Library directly on the site of the existing Civic Center. The positive attributes of this Library location were as follows:

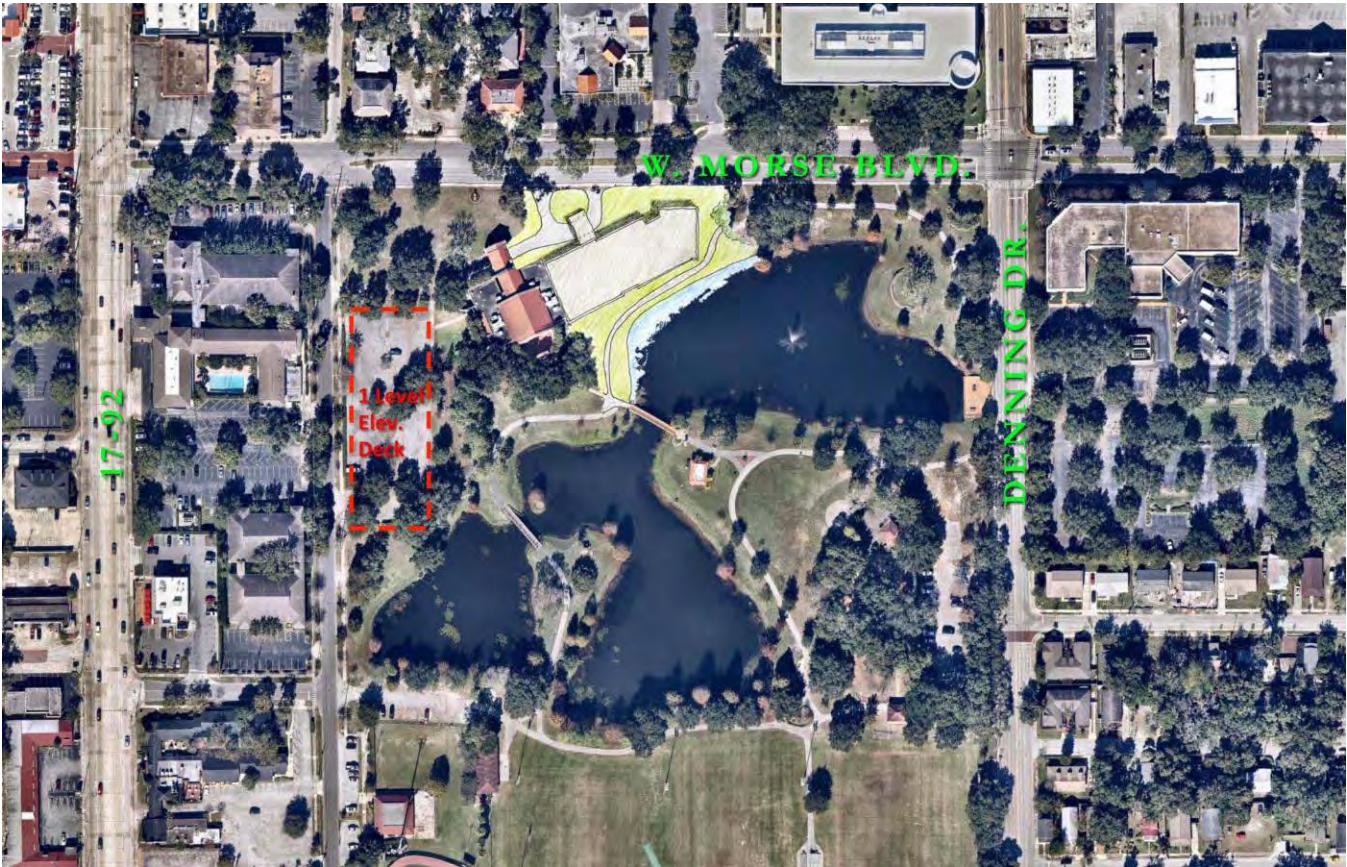
- Anchored the Northwest corner of the MLK Park;
- Provided a “gateway” in close proximity of US 17-92 to Morse Boulevard;
- A “fresh face” on the civic presence along Morse Blvd;
- Utilized the existing surface parking lot with minor modifications for additional parking required;
- Had little impact on the existing size of MLK Park land, trees, flora and fauna.

Based on input at the public forum held in October 2014, it was determined there was citizen concern about removal of the Civic Center, the functional space that is available to citizens and the community at-large for events, and that it could reduce jobs now provided by the City.

Based upon these considerations, the Task Force directed ACi Architects to look at other options for locating the Library along Morse Boulevard.

Building gross square feet:	Up to 60,000
Parking:	160 spaces
Number of stories:	Three (3)

Library Adjacent to Existing Civic Center



The purpose of this scheme is to capitalize on the shared synergies of use between the existing Civic Center and the new Library. The proximity of the existing parking lot will allow for the addition of one level of parking, accommodating both uses. Additionally, nestling the Library in to the westerly portion of the site is least intrusive into the park.

There are drawbacks, such as having to “tie into” the existing Civic Center, as they share a wall. Being of such close proximity, the façade of the Library, to be contextual would need to be of similar style to the Civic Center or the Civic Center would need to be remodeled to match the new Library.

Further, there may be identity issues, “where is the front door” for one facility or the other. Expansion for this scheme would be either the addition of a third floor, to the east should the Civic Center remain, and to the west should the Civic Center be vacated at some future date.

Building gross square feet:	Up to 60,000
Parking:	160 spaces
Number of stories:	Two (2)

Civic Center/MLK Park

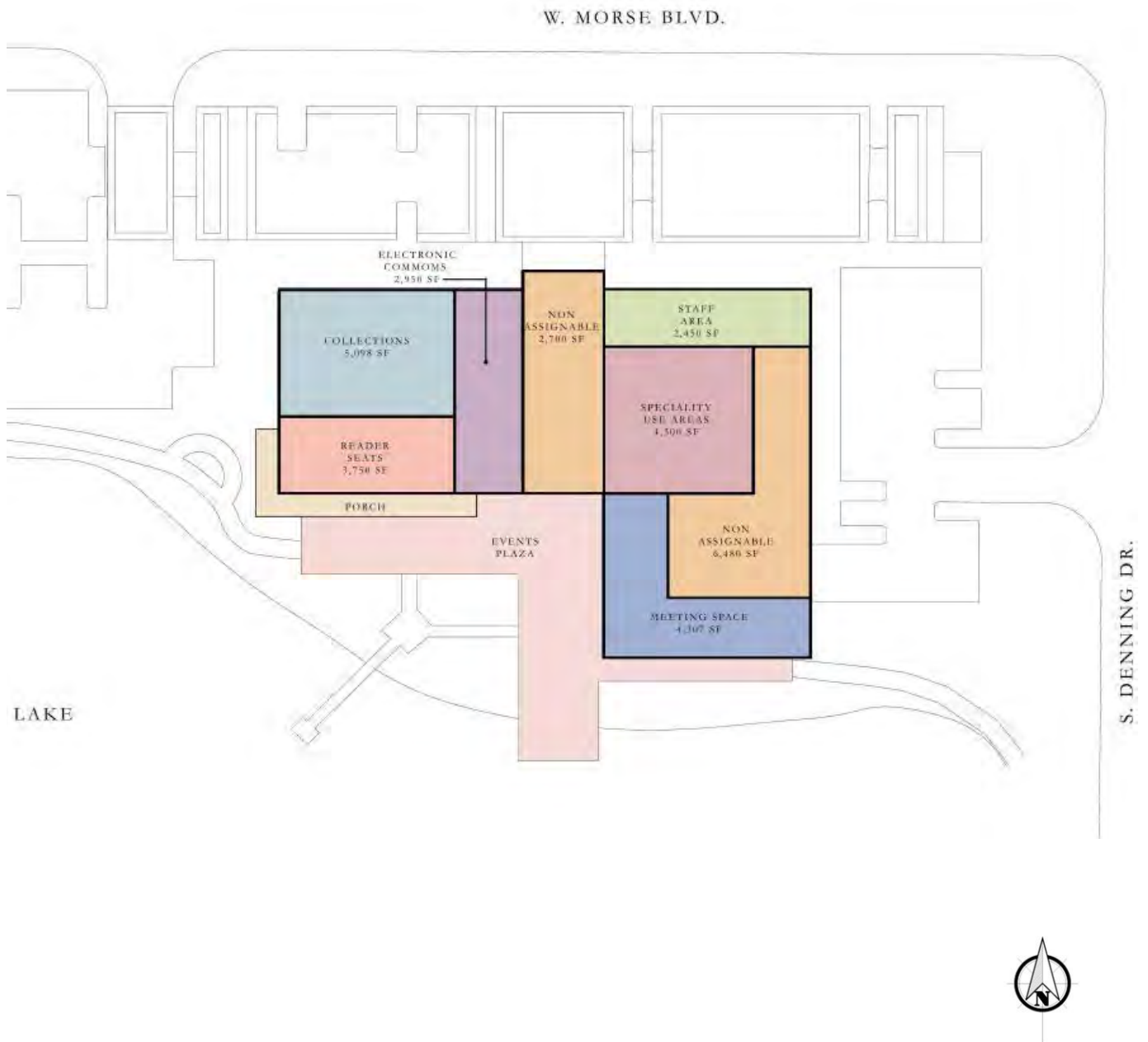


The purpose here is to place the building in a prominent location to anchor both the corner of Denning and Morse Boulevard and to frame the corner of Morse and Denning with an MLK Memorial and events plaza. The plaza doubles as parking. The proximity to Denning also allows for a symbiotic relationship with Valencia College, a potential partner.

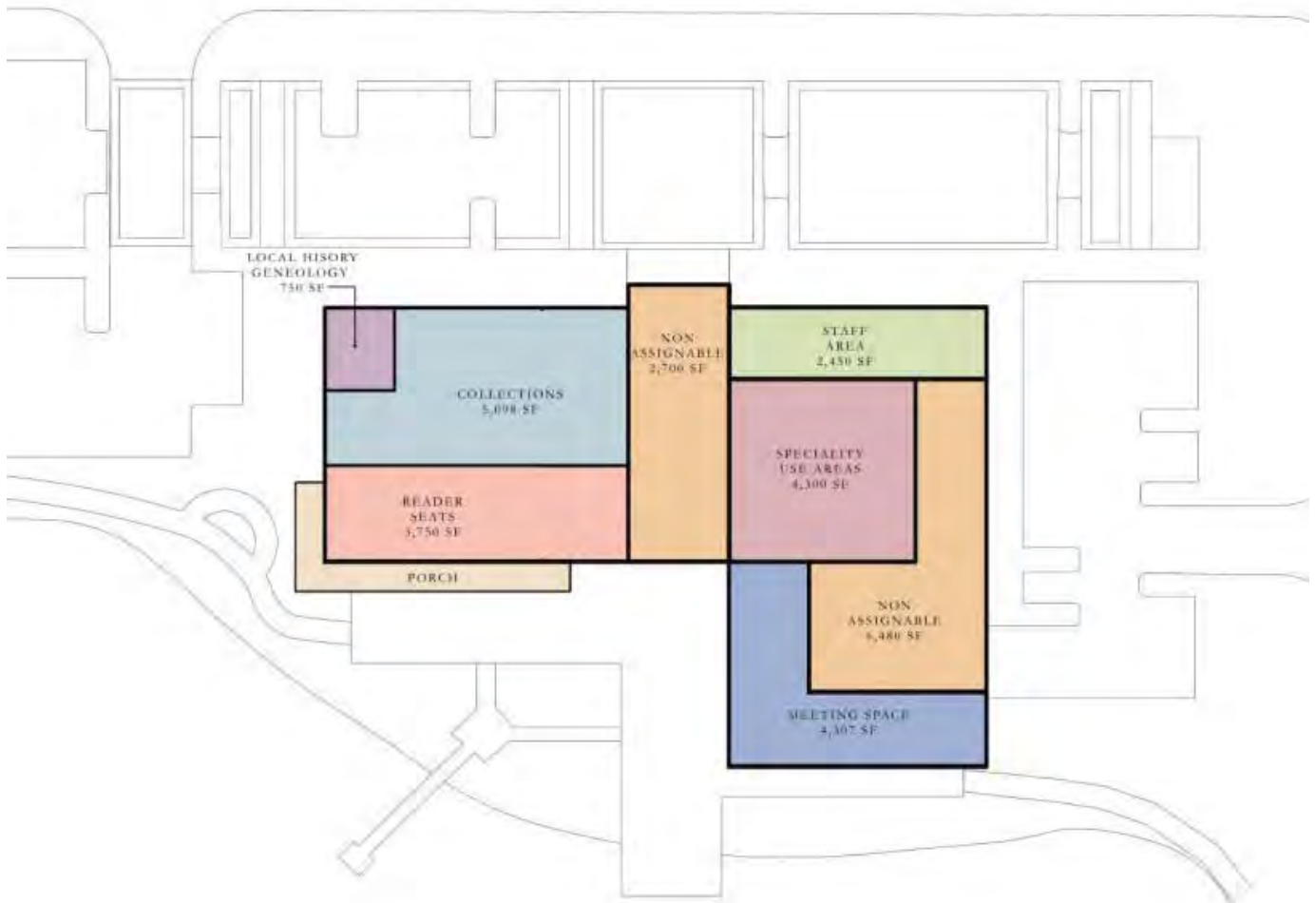
The building sits very close to the water’s edge to capitalize on the views for the reader seat and meeting rooms, and provides program/events plaza between the library and the lake.

Expansion for this scheme would be either the addition of a third floor, or expansion of the second floors to the east and west.

Building gross square feet:	Up to 60,000
Parking:	160 spaces
Number of stories:	Two (2)



FLOOR PLAN: 1ST FLOOR
BLOCK-AND-STACK DIAGRAM



FLOOR PLAN: 2ND FLOOR
BLOCK-AND-STACK DIAGRAM

Evolution of the Civic Center/Martin Luther King, Jr. Site

As originally directed by the City Commission and in collaboration with the Task Force, ACI Architects investigated locating the Library within the existing Civic Center area located in the northern sector of the Civic Center and MLK Park site.

Rough, preliminary footprints were developed using early space programming estimates of a three-story 60,000 building gross square feet (BGSF)¹ new Library directly on the site of the existing Civic Center or adjacent to it. These program diagrams were presented to the community at Public Forums 2 and 3 held October 30 at the Chamber of Commerce (morning) and Civic Center (early evening).

The positive attributes of this location, as determined by the forum attendees, were as follows:

- Activates public common space as a “civic amenity” bordered by a man-made storm water lake and active recreation;
- Anchors a major city “gateway” space in close proximity to the US 17-92/Morse Boulevard entrance;
- Introduces a “fresh civic face” along the city’s major Morse Boulevard gateway corridor;
- Shares existing Civic Center surface parking with feasible modifications for additional parking required for the new Library;
- Becomes a key component of a larger renaissance of Winter Park’s destination experience, neighborhood park and open space system;
- Becomes the first City park to integrate landscape with family recreation, space for children, learning and civic-cultural destinations.

While many attendees at these public forums had positive feedback about the possibility of a new Library facility activating that sector of the park, there were also concerns about the potential loss of the Civic Center; the new Library’s proximity to new traffic/parking demand generated by a new mixed-use, private sector project that will replace the Mt. Vernon hotel and; potential “poaching” of Library parking by existing and proposed surrounding development.

Based upon these major considerations, the City Task Force collaborated with ACI Architects to look at additional options for locating the Library in other areas of the northern sector of the park along Morse Boulevard as described below.

During this process, the Task Force reviewed the Orange County and the City Commission agreement to expand the CRA on February 7, 1999, largely due to significant improvements to be made to the Lake Island Park area, now known as the Martin Luther King, Jr. Park. The intent of the CRA expansion was to encourage development according to the revised plan and capture tax increments that could be reinvested into the CRA to improve the citizens’ quality of life. The City knew the Winter Park Mall was being redeveloped (which has since been developed in the Winter Park Village) and would be a catalyst for growth in this area. A goal of the CRA expansion was to capture the increased tax increments to reinvest into the CRA to mitigate the impact of the new development. The intent was that the CRA expansion would create a “gateway corridor,” enhance Lake Island Park and include a cultural institution

¹Following more detailed space programming, the library space needs estimate was later reduced to approximately 50,000 BGSF.

or museum. These elements were considered and adopted as part of the CRA expansion. A new Library certainly meets the criteria for a “cultural institution.”

In considering possible options, the question was asked: “...what if the Library was moved to the opposite end of the north sector of the park and activated the least-used portion as a major civic amenity?” A new footprint and block and stack diagram was developed that, with some reshaping of the lake, was moved away from the existing Civic Center and sited close to the corner of Morse and Denning. These images were shown at public forums 4 and 5. This configuration generated both enthusiasm for activating the park and concern about the loss of the Civic Center.

Following those public forums and additional public comments and input at subsequent Task Force meetings, ACi Architects and members of the Task Force met with the City’s Sustainability Board and its Chair, City Architect Kris Stenger, and the Parks & Recreation Board. Following several positive collaborative brainstorming sessions, a more balanced Library siting emerged as the configuration that is recommended herein by the Task Force to the City for further refinement and study.

Task Force Recommended Site for a New Library in the Northern Sector of MLK Park

As delineated by the following site diagram, metrics and imagery, the recommended Library siting offers the following attributes to the community, park and vision of the City of Winter Park.

- Creates a civic-cultural library and park that seamlessly interweaves landscape, architecture, program and civic engagement into an outdoor living room for an emerging live, work, eat, shop and play neighborhood district.
- Preserves the corner view-shed of MLK Park at Morse and Denning including sight lines to Island Lake features and the potential location of a future memorial.
- Positively activates public common space shaped by the Civic Center, MLK Park, Morse Boulevard Gateway and surrounding neighbors and neighborhoods.
- Transcends the conventional definition of a park by interweaving a storm water treatment pond with place-making landscape, architecture, engineering, public culture and education to respond to a wide variety of uses and interests of a diverse constituency of existing and future residents, students, seniors, and employees of emerging businesses that will be drawn to the City’s new 21st century Library.
- Becomes a catalytic node along Island Lake and Morse Boulevard contributing to a more memorable public realm and future grand boulevard experience as originally intended by the City of Winter Park’s historic Master Plan.

Martin Luther King, Jr. Park Overview

In the Task Force’s investigation of the MLK Park site, they felt it crucial to fully define the size and scope of this wonderful community asset. Many people consider only the aspect of the park they use most, perhaps the athletic fields or the playground or the walking path. But the park itself is a multifaceted entity that is described fully below.

Martin Luther King, Jr. Park – 26.8 acres



- 2 basketball courts
- 1 baseball/softball stadium
- 3 multipurpose sports fields
- 1 lake
- 1 recreation center
- 1 civic center
- 1 community playground – “castle park”
- 1 maintenance facility
- 1 restroom building
- 1 rentable pavilion

- Walking paths and bridges
- Picnic tables and park benches

Source: 2014 WP Parks & Recreation Annual Report

Task Force Recommendation: Library in the Northern Sector of MLK Park

Diagram A – New two-story Library - Civic Center remains



As delineated by the above site diagram, this conceptual composition maintains the existing Civic Center and its current parking. The new Library in this general location offers the following possibilities to the community, park and vision of the City of Winter Park.

- **Preserves** the Morse-Denning **corner view-shed** of MLK Park including improved sight lines to new Island Lake features, including a future memorial, fountains, café terrace, reading gardens, expanded paths;
- Creates a **civic campus-like setting** using two civic buildings. The addition of a second building/parking footprint requires heightened sensitivity to the landscape and architecture to properly integrate and strengthen the park setting for a new emerging live, work, eat, shop and play **neighborhood district**;
- **Positively activates** dormant public common space by **merging synergies** of the new Library, Civic Center, MLK Park, Morse Boulevard Gateway with surrounding neighbors and neighborhoods;
- **Transcends** the conventional definition of a park by interweaving a storm water treatment pond with place-making landscape and civic architecture into a **sustainable eco-friendly, public learning environment** to respond to a **diverse constituency** of existing and future residents, families, seniors, creatives drawn to Winter Park.

Building gross square feet: 50,000 (est.)

Parking: 133 spaces
New Library only

Number of stories: Two (2)

Highlights: Maintains existing Civic Center building and parking. The new Library footprint and its required parking co-exist on the site. Increases pathways in length & location around & over lake. Re-shaping of Island Lake is required to accommodate new building storm water and balance surface water areas. Reshaping can be minimized by underdrains in the parking areas. Preliminary soil borings indicate site is suitable for a two or three story library in this area.

The Morse Boulevard gateway creates a strong connection between Central Park and MLK Park. This corridor should be developed to take advantage of new walkability and bikeability opportunities.

Task Force Recommendation for a New Library in the Northern Sector of MLK Park

Diagram B – New three-story Library with re-purposed Civic Center



As delineated by the above site diagram, this conceptual composition offers the following possibilities to the community, park and vision of the City of Winter Park.

- **Preserves** the Morse-Denning **corner view-shed** of MLK Park including improved sight lines to new Island Lake features, including a future memorial, fountains, café terrace, reading gardens and expanded paths;
- Creates a **civic-cultural library and park** that seamlessly layers landscape, architecture, cultural and civic engagement into an “**outdoor living room**” for a new emerging live, work, eat, shop and play **neighborhood district**;
- **Positively activates** dormant public common space by **merging synergies** of the new Library, Civic Center, MLK Park, and Morse Blvd. Gateway with surrounding neighbors and neighborhoods. The Morse Blvd. gateway creates a strong connection between Central Park and MLK Park. This corridor should be developed to take advantage of new walkability and bikeability opportunities;
- **Transcends** the conventional definition of a park by interweaving a storm water treatment pond with place-making landscape & civic architecture into a **sustainable eco-friendly, public learning environment** to respond to a wider variety of interests of a **diverse constituency** including existing & future residents, families, seniors, and entrepreneurs and that are drawn to Winter Park.

Building
gross square feet: 55,000 (est.)

Parking: 200 spaces
Library 133 spaces
New Ballroom (200 seats) 67 spaces

Number of stories: Three (3)
A third floor with step-backs is added to consolidate/relocate Civic Center 200-seat ballroom.

Highlights: Re-purposes existing Civic Center within the new Library footprint to create a new “**civic-cultural wholeness**” within the park. Replaces former building with a “**new public green**” buffering new Library parking from expanding commercial development to the west. Increases pathways in length and location around and over lake. Proposes demolition of existing civic center replaced by new green space and re-shaping of Island Lake.

Civic Center/MLK Park Site Design Considerations

Based on more than 11 months of public input, research, and study, the following images are used to communicate a visual language of the basic design patterns suggested by the community, Task Force, Library staff and City. These patterns should be further considered, expanded and applied during the next level of site and building planning, design and engineering phases for the new Library.



Parking Terraces with Bio-swales



Landscape as Public Outdoor Room



Green Terraces, Paths & Stair Seats to Public Common & MLK Park Amenities



Steps & Pathways to Water



Family of Entrances to New Public Common (corner of Morse & Denning)



Indoor Sunlight

Pedestrian and Bicycle Considerations

In recommending the Civic Center/MLK Park site, the Task Force unanimously agreed that this site will provide the greatest opportunities for the City to create safer, more accessible and vibrant walk/bike paths. Specifically, and perhaps as the starting point, consideration could be given to modify Morse Boulevard by creating walk/bike paths from downtown Park Avenue to the park and enhancing traffic crossings for safety and accessibility.

After meeting with the City's Pedestrian & Bicycle Advisory Board and gathering its input, the Task Force believes that the energy of a new Library project could create potential partnerships with the CRA, Winter Park Health Foundation, and City to shape a more pedestrian and bicycle-friendly future for Winter Park.

The founding visionaries of the City of Winter Park applied very strong community planning principles, one being what we refer to today as "walkability" and "bikeability."

Walkability can be defined as "the extent to which the built environment is friendly to the presence of people living, shopping, visiting, enjoying or spending time in an area." (Abley, S. (2005). "Walkability Scoping" paper, Abley Transportation Consultants.)



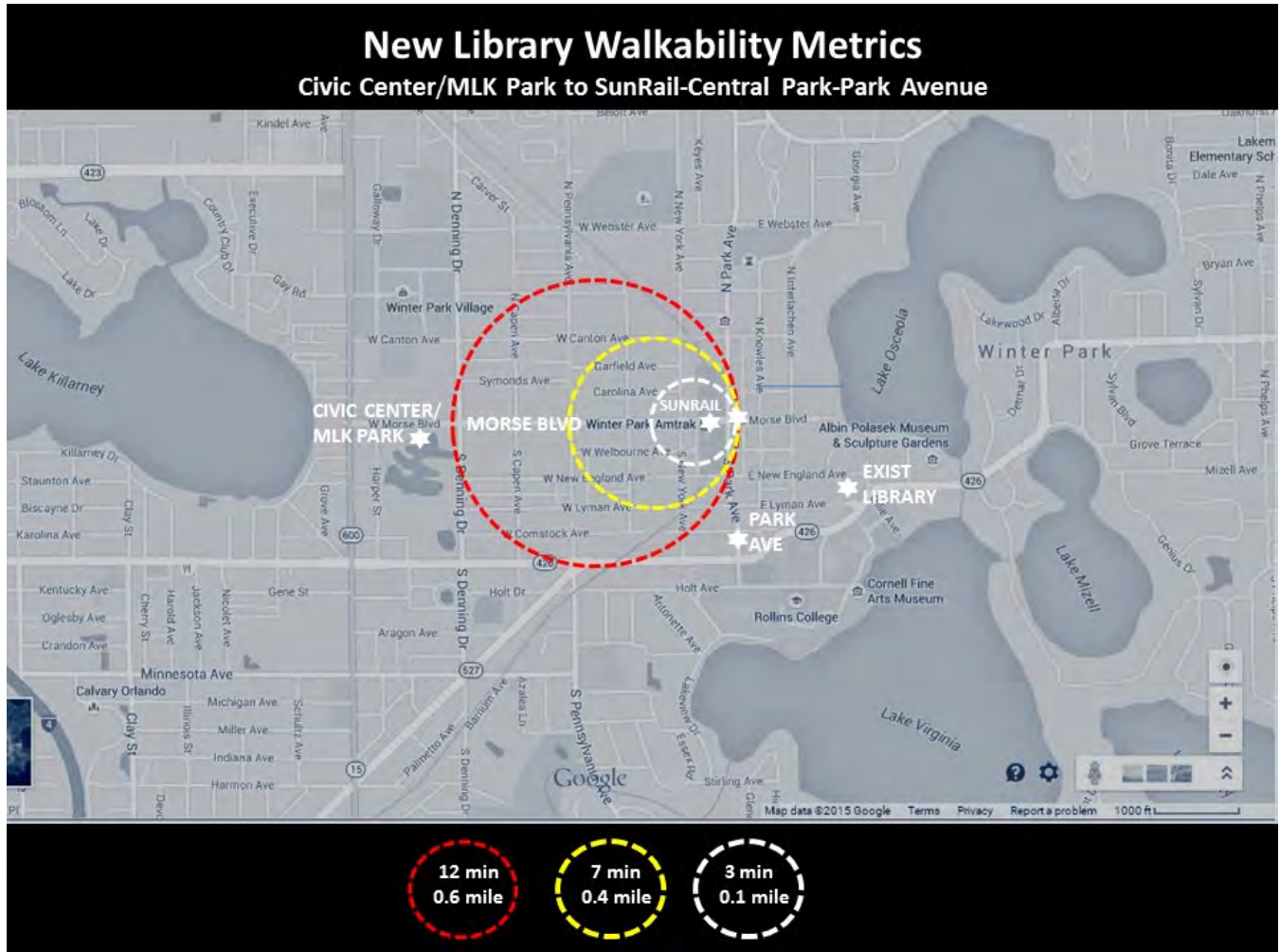
Morse Boulevard was originally planned as a major "city gateway" running perpendicular to the mid-point of the Park Avenue gateway. The intersection of these two gateways started as connecting circulation points for various forms of travel at that time. It evolved into an oak-shaded corridor with multi-story residential and on-street parking, and included a prominent pedestrian walkway located in a "green shaded" median (see photo above, c. 1948).

Today, locating a new placemaking 21st century library along Morse Boulevard's gateway could revive and stimulate its purpose, creating better walk paths throughout a major portion of Winter Park and reaching its potential as a strong gateway to Park Avenue.

The boulevard is the only street that starts at a lake and ends at a lake (Lake Killarney to Lake Osceola), passing through Park Avenue and paralleling – one street away – New England Avenue. With those unique characteristics, Morse Boulevard could serve as an important path that connects the lakes, MLK

Park, children's playground, and Library with the shops and restaurants of Park Avenue. Enhancing Morse Boulevard also has the opportunity to relieve Fairbanks Avenue traffic congestion, catalyze predictable economic development and create a "Park Avenue-quality" street complete with new stores, dining, residences and businesses.

The image below illustrates the walking distances relative to the three Commission-directed sites as well as the walking distances and times from the train station, a point in the heart of the City core. There may be a perception that a library at the Civic Center/MLK Park site would not be considered walkable from the City core, but the reality is that the distance from the train station to the corner of Morse and Denning is identical to the distance between the Park Avenue 7-11 to the edge of the Winter Park Croquet Club, a walk residents and visitors routinely make without thought to distance.



Examination of Costs

Methodology

A cost model was developed to allow analysis of five sites (existing site, City Hall, Civic Center/MLK Park, Post Office, and Progress Energy) and two versions of the new Library (renovation + addition and new). Within this model, it was understood that while the square footage of the Library building would remain constant, the footprint of the building, number of stories, number of parking spaces, number of parking levels, and site amenities would vary. Therefore the model needs to allow for variation, be readily adjustable, and allow the versions to be ranked by cost.

All cost projections were made for building versions at 49,766 square feet. The floor-to-floor height, floor 1 to floor 2 is based on 18 feet; other floors are at 15 ft. The building structural elements are aligned with a 50+ year useable life.

The exterior walls are concrete block, covered with brick/stucco and limited cast stone/GFRC architectural trim. Exterior thermally-efficient glass area is based on 60% of the exterior wall surface, with sun shade/screens on the south and west walls. A signature architectural element, three stairs (one of which is a monumental stair), dual elevators and an emergency generator (emergency systems only) are included.

Interior walls are masonry for utility spaces, with gypsum drywall elsewhere. Most interior spaces are open, so the interior partitions are minimal. Fixed casework, such as reception desk, reference desk, work-room counters, and storage cabinets are included. For current and future systems needs, floors except core spaces, are a low-rise raised system. Operable walls and glass walls are included for 15% of the interior partitions. Interior signature architectural elements, lobby graphics, decorative displays, and enhanced technology systems are included.

The building is fully sprinklered. Plumbing is to code. HVAC is based on local chilled water with VAV distribution and DDC controls. Lighting is LED. Systems such as light harvesting or solar electric are not included. Project is LEED certified.

For the “Renovate + Add” option, all existing elements were thoroughly removed back to the building structure. The structure was modified to allow for new life safety stairwell locations and raised flooring. The exterior brick, roofing and windows were removed. The building was then rebuilt to match the other options.

The shapes of the sites made some of the buildings long and narrow as opposed to square, which affected the building perimeter and therefore the glass, and exterior wall elements. The sites also had different numbers of parking spaces required, and except for the Civic Center site, required elevated parking decks. These factors are accounted for in the model.

The Civic Center/MLK Park site includes very preliminary soil borings data (see Appendix F) provided by the City’s geotechnical consulting engineer. Their report describes the suitability of the site to accommodate the anticipated new library building loads. Should this site be selected, additional soil borings will need to be performed, and a determination will need to be made as to the amount of soil that must be imported to fill the required area.

Costs estimates provided by Clyde Scoles and other experts include those for furnishings/fixtures/equipment, architectural and engineering fees, Library grants, and other normal and customary soft costs. A program adjustment contingency is included at 3% of construction costs to allow for items added to the project as the design is completed. A market adjustment contingency is included at 3% of construction cost to allow for increases in the cost of construction goods and services until the project is bid.

Cost is based on construction completed prior to the end of 2016. Construction duration varies from 12 to 14 months. As the Library plan and design is further defined, the concept estimate will also need to be further refined in keeping with the City’s and Library’s requirements.

Preliminary Concept Budget

(order of magnitude as of June 9, 2015)

Library Building = est. 50,000 Square Feet

	Existing Site Renovation & Garage	Existing Site New & Garage	Adjacent to City Hall & Garage (3)	Adjacent to Civic Center & Surface Parking (2)
TOTAL BUDGET (1) (using Cost Consultant estimate)	\$ 22,398,777	\$ 23,558,718	\$ 21,730,000	\$ 15,192,468
Cost / Building SF only (Cost Consultant estimate)	\$ 264	\$ 283	\$ 285	\$ 275
Parking (City Code) (3) Library = 133 spaces (1, 2, 3) City Hall = 164 spaces (3) Additional Public Parking = 143 (3)	spaces 133	spaces 133	spaces 440 (3)	spaces 133
Cost / Parking Space (with architectural facades)	\$ 17,000	\$ 17,000	\$ 17,000	\$ 7,000
Est. Construction Duration (Months)	14	12	12	13

(1) All estimated costs are based on a 50,000 BGSF new facility. See key assumptions in previously described methodology of cost estimating process.

(2) Budget value assumes surface parking option with storm water under drains and some re-shaping of lake to accommodate Library building.

(3) Parking count/budget for City Hall site assumes shared parking (with two adjacent land parcels) located on grade level plus three levels above grade (including roof).

“Public libraries can be... a trusted **community resource** and an essential platform for **learning, creativity and innovation** in the community.”

***- Amy K. Garmer
The Aspen Institute***

Examination of Funding Strategies

The success of the Winter Park Public Library over its 130-year history has been due, in large measure, to the foresight of community leaders who established and maintained the Library as an independent institution. This public/private partnership has provided city residents with excellence in library services, often at a lower cost per taxpayer than in any surrounding community. For over a century, private citizens, the City and Library leaders have partnered to provide residents with the best possible services that promote and inspire educational pursuits.

Winter Park Public Library

The Board of the Winter Park Public Library is fully committed to establishing and operating a world-class library for the Winter Park community and looks forward to continuing its unique and fruitful partnership with the City. The Board will raise awareness and funds from public and private sources to ensure that current and future city residents receive the highest quality library services.

Fundraising

Stalwart in its commitment to financially contribute to the construction of a new Winter Park Public Library, the Library Board has set an initial fundraising goal of **\$2 million** for a new facility.

As a means of fulfilling its due diligence and fiduciary responsibilities, the Board enlisted the assistance of the Edyth Bush Charitable Foundation to contract with Library Strategies Consulting Group (LSGC). Library Strategies is a consulting group of The Friends of the Saint Paul Public Library, formally established in 2007 to provide services to libraries and library organizations across the country and internationally. Library Strategies is the *only* consulting group in the country based in a library organization. Their consultants are leaders in the national library community who offer a wide range of practical skills and decades of successful experience in many areas, including all areas of fundraising, strategic and development planning, advocacy, Friends and foundations, Board development and many other services critical to the successful growth of libraries and library organizations. They will conduct a thorough capacity study that will assist staff and volunteers in charting a course toward fundraising success. Additionally, LSGC's data will be used in aligning Library resources for fundraising from private individuals and corporations.

Grants

The Library will aggressively apply for grants from local and national foundations to support construction initiatives. Initial contacts have already been made to the Florida Division of Library and Information Services (FDLIS), which provides public library construction grants. WPPL will apply for a **\$500,000** FDLIS grant in the 2016 legislative cycle.

City of Winter Park

At the December 8, 2014 City Commission meeting, the Commission voted to establish the initial City investment in a new Library facility at \$15 million. The Task Force does not presume to determine the source of those funds but acknowledges the following as potential sources.

Municipal Bonds

The final tax assessment for the Golf Course Bonds will take place in November 2015; the millage rate to service those bonds in Fiscal Year 2015 was 0.0965 mills. The Task Force suggests that a new bond referendum could be conducted to approve bonds to pay a portion of new library construction. Depending on the site selected, the net new annual cost to the taxpayer is estimated at less than \$25 per \$100,000 of taxable assessed value of their property. The bond referendum conducted for the construction of the current location's third floor passed by an overwhelming majority.

Sale of City Property

Depending on which site is selected for a new Library, the City may choose to sell either or both of the following assets and apply the proceeds toward new library facility.

- Property and building of current WPPL
- Progress Point site

Other Sources

Community Redevelopment Agency

If the Commission selects a site within the established boundaries of the CRA (City Hall or Civic Center/MLK Park sites qualify), there is the possibility that CRA funds could be secured for the construction of parking facilities or site enhancements to improve walkability and bicycle access.

Partnerships

The Task Force has explored multiple opportunities for partnerships with civic, nonprofit and for-profit organizations. The opportunities for partnerships are site-dependent but Library staff and Task Force members have met with multiple organizations that could be sources of facility funding. For example, an educational organization interested in having classroom space in a new library facility would secure funding for the construction of that space.

*"To meet the needs of **individuals**, the **community** and the **nation** in the knowledge society, public libraries must be **re-invented** for a networked world, in which the value of networks grows as more connections are made."*

*- Amy K. Garmer
The Aspen Institute*

Examination of Community Spaces and Resources

A comprehensive survey of existing programs and services was conducted and the data aggregated so that an analysis can be made of existing and proposed WPPL services and programs to insure that there is not duplication of space or services in city-owned facilities.

A full listing of City of Winter Park Rental Facilities can be viewed in Appendix G. The Winter Park Community Center has been a beautiful addition to the community's resources, and its continuing schedule of ongoing programs means that its rooms are often booked during the prime times when much of the Library's educational programming is scheduled (3 – 7:30 p.m.). The Community Center's smallest Room available to the public has a capacity of 40 individuals. The Rachel D. Murrah Civic Center, is in high demand for weekend events such as weddings, and its schedule books are often fill up to two years out. The Civic Center's smallest room has a capacity of 40 people. The city offers various other spaces at a fair price with the smallest room accommodating a maximum of 30 individuals at a cost of \$50 per hour.

The Task Force also researched Winter Park-area services to determine what other venues in our community have space available. This list can be viewed in Appendix H.

In our analysis, what is missing in the Winter Park community are:

- affordable spaces to accommodate groups of 20 or less
- spaces for small groups of students or clubs who need access to broadband Wi-Fi for their work
- very small spaces for individuals or student/tutor pairs to work privately.

On a daily basis in its current facility, Library staff turn away numerous individuals and small groups seeking these kinds of spaces. We could find no evidence that a new Library facility with small and medium-size meeting rooms would in any way duplicate space already in the community.

*“A great library platform is a
“third place”- an **interactive
entity** that can facilitate many
people operating individually
and in groups- and supports
the learning and civic needs of
the community”*

*- Amy K. Garmer
The Aspen Institute*

Exploration of Partnerships

The subject of partnerships is one of the most exciting aspects to think about with regard to a new facility, but it is also one of the most difficult to discuss with any certainty at this point in the process. Each of the three possible sites presents new opportunities for partnerships with important civic and nonprofit institutions.

We imagine partnerships will fall in the following categories:

Health & Wellness	Education
Technology	Music
Food/Nutrition	Arts & Culture
Social Services	Community Service
Seniors	Youth

See our list of Potential Programming Collaborators in Appendix J.

At the preferred Civic Center/MLK Park site, obvious potential partnerships include:

- Civic Center (use of ballroom or possible full catering kitchen for food and nutrition programming)
- Valencia College (classrooms, a possible teaching garden on Library property). See Appendix I for a letter regarding possible partnerships from Valencia President Sandy Shugart
- With an approximate monthly usage of 5,800 to the playground, ball fields, event pavilion and walking paths, the City's Martin Luther King, Jr. Park would be an obvious potential partner
- Local businesses with parking lots could allow use of their lots as overflow parking for large evening or weekend events.

At the City Hall Site, potential partnerships might include:

- cooperating with the Welcome Center on programming, events and information for visitors
- partnering with City Hall and City government
- partnering with community events, the Farmers Market and concerts held in the park
- a closer affiliation with our local history collection and the Winter Park Historical Association.

At the current site, we would continue with our current partnerships. We are always searching for and encouraging new partnerships

We performed a community inventory of the following existing community resources that may present potential partnerships or resources for partnerships that may apply in any of the three locations:

- Education and Enrichment Opportunities for Children – Appendix J
- Education and Enrichment Opportunities for Teens – Appendix K
- Possible Programming Collaborators and Community Education Opportunities for Adults – Appendix L


At all sites, there are many potential virtual partnerships. As online education for all ages becomes ubiquitous, there will be a role for libraries to support the virtual schools and the efforts of the students taking part in their programs. Some futurists predict that within 20 years, 40 percent of all existing jobs will disappear through obsolescence and as current products and services are “virtualized.” Libraries will be key partners in providing both access and points of instruction for all affected.

The Aspen Institute – A Unique Opportunity

In Winter Park, with all of our resources and assets, there is no reason that the Winter Park Public Library cannot become a benchmark for libraries all over the U.S. and the world. This should be our goal and may present the greatest partnership opportunities that allows us to grow even more effectively into the vast potential of the future. One such potential partnership is with The Aspen Institute, a Washington D.C.-based educational and policy studies organization with a mission of fostering leadership based on enduring values and providing a nonpartisan venue for dealing with critical issues. Last year, the Aspen Institute released its *RISING TO THE CHALLENGE - Re-Envisioning Public Libraries: A Report of the Aspen Institute Dialogue on Public Libraries* by Institute Director Amy Garmer and co-sponsored by the Bill and Melinda Gates Foundation. A listing of Garmer's credentials can be viewed in Appendix B. This inspiring and real-world based document looks forward to the roles that libraries can and will play in the future and directly addresses the concepts of people, place and platform – exactly what the Task Force has been considering on the local level for almost a year. They have developed a clear list of 15 action steps for library leaders, policy makers and communities, and the Institute has expressed interest in working with Winter Park to help make its new library a national leader in developing forward-thinking, user-centered facilities and services.

The Aspen Institute has also suggested another possible partnership. Like many communities, Winter Park has been challenged time and again by major differences in community planning, development and political direction. Every City election, important community issues (density, design, traffic, culture, etc.) rise to the surface and, to a significant degree, ferment dissention, drive rumor and create barriers to a more positive and transparent community dialog. To improve this conflicting dialogue, the idea arose for creating inside the new public library a non-political, real world “think-tank” to provide more in-depth knowledge and dialogue regarding trends, facts and issues in our City. The program model would be structured using credible processes with The Aspen Institute as a partner. This kind of thinking model could offer extraordinary benefits to better inform our citizens and leaders. As further described in the white paper found in located in the Appendix N, “The 21st Century Community Library as a Platform for Real World Problem Solving,” the WPPL in effect, can become a repository of real world problem solving data and ideas.

We imagine the City of Winter Park being that shining example for those around the region, nation and globe on how to collaborate to solve critical community issues centered at a new 21st century Winter Park Public Library.



*“How we seize this moment of opportunity and the visions and actions that carry us forward into the future, will affect not only the **health** and **prosperity** of families, but the **quality** of the democratic communities that we nourish and sustain in the 21st Century.”*

*- The Knight Commission
on the Information Needs of Communities in a Democracy*

A Bold Vision

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.

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 and should 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 in a state of the art facility 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 provide access to systems that are too expensive or complex for most people to afford.

Lifelong Education: 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.

Recommendations and Requested Actions

1. The Task Force requests the Commissioners to approve the location recommendation made by the Task Force.
2. The Task Force requests that the Commissioners give the directive for the selection of qualified professionals to further develop detailed design and pricing documents for a specific site for the new Library on the northern sector of the Civic Center/Martin Luther King, Jr. Park.



*“The physical library must undergo a transition that embraces the **openness** and **flexibility** needed to thrive in a world of constant change. Central to this flexibility is **creating spaces** that can adapt to the changing operational models of libraries.”*

*- Amy K. Garmer
The Aspen Institute*

Acknowledgments

Over the last 11 months, the City of Winter Park's Library Facilities Task Force has benefitted from the enthusiasm, expertise, civic pride and knowledge of many of our citizens, business-owners and professionals. There are too many individuals to mention, but we wish to extend our deep appreciation to the citizens who cared enough to make their voices heard.

The Task Force also extends a heartfelt thank you to our partners at **ACi Architects**, the City's continuing services contract architectural consultants. Larry Adams and his staff, especially John Cunningham, Julie von Weller and Doug Storer, have shown a passion and dedication to this project that goes far beyond what might be expected of project consultants. Their love of Winter Park and value for that which makes Winter Park unique among its neighbors and peers has greatly enhanced both the Task Force's experience and the end results we present to you in this report.



“While there are thousands of stories in the public library, the ones that matter most come with the people who use the library.”

**- Amy K. Garmer
The Aspen Institute**





Winter Park
PUBLIC LIBRARY

Our Mission:

**The Winter Park Public Library is a place where education,
entertainment and enlightenment happen every day.**

Winter Park Public Library -- 460 E. New England Ave.-- Winter Park, FL 32789 -- (407) 623-3300.



Appendix A

Teen Forum

Teen Forum

On May 6th, Sam Stark met with the WPPL Teen Advisory Board to discuss each possible site and review the presentation made at the Community Forums on April 28th.

Our Teen Advisory Board is a group of engaged, active young people who volunteer huge amounts of time and energy at the Library. They are faced daily with the current limitations of our building.

Our teens are excited about a new library in any location. They share different ideas and concerns than their parents about some of the locations, and lack the same nostalgia for the current site.

At the end of the presentation, the teens were polled on their preferred site, and the votes were split in favor of the City Hall site and the Civic Center/MLK Park site.

The teens had the following comments:

- Rollins library is already here, moving the public library would be helpful for people in other parts of Winter Park.
- Parking garage at City Hall would help Park Avenue.
- Park Avenue is a hangout for teens. Our friends have jobs on Park Avenue. We can walk there from the current library.
- People won't walk to the park.
- We are concerned about walkability on busy roads.
- We are concerned about safety in the park at night. Can't walk to Park Avenue from the park after the library closes at night.
- If the Library were near the Civic Center there are opportunities for new places to go and hangout.





Appendix B

Relevant Biographies

Relevant Biographies



Clyde S. Scoles, Director, Toledo-Lucas County Public Library

Clyde S. Scoles has been director of the Toledo-Lucas County Public Library since 1985. Before 1985, Mr. Scoles served as Assistant Director in the Toledo-Lucas County Public Library since 1978. Mr. Scoles holds a Bachelors Degree from Ohio State University and a Masters Degree in Library Science from the University of Michigan. Since 1987, he has served as a library building consultant to libraries in Ohio and nationwide. He is currently serving on the

American Library Association/American Institute of Architects Library Building awards Committee. During his career in Ohio libraries, he has also been a library consultant to the Ohio Legislative Reference Bureau in the State House at Columbus, Ohio as well as an Adjunct Lecturer in the Graduate School of Library and Information Studies at the University of Michigan and Kent State University.



Amy Korzick Garmer, Director, Aspen Institute Dialogue on Public Libraries and Director of Journalism Projects

As Director of the [Aspen Institute Dialogue on Public Libraries](#), Amy Garmer is leading the launch of a new multi-year initiative to explore, develop and champion new ways of thinking about U.S. public libraries. She has also led the development and execution of many domestic and international

journalism-related initiatives as Director of Journalism Projects in the Communications and Society Program, including the Aspen Institute Dialogue on Journalism and National Security, the Arab-U.S. Media Forum and the Aspen Institute Symposium on Critical Issues in Journalism at the U.S. State Department. She led development, publication, and outreach of a white paper series and a companion website inspired by the Knight Commission on the Information Needs of Communities. This work focused on policy and innovations to foster universal broadband access and adoption, digital and media literacy, local journalism and information hubs, public service media, civic engagement, and government transparency. Prior to joining the Aspen Institute, Amy was a member of the staff of U.S. Senator Sam Nunn. She holds degrees from the University of Virginia (B.A.) and the University of Texas at Austin (M.A.)



Appendix C

Space Planning Worksheet for WPPL

SPACE NEEDS WORKSHEET

INSTRUCTIONS: Fill in or check off all shaded worksheet cells.

DESIGN POPULATION

Projected resident population	.....	30,000
Nonresident service population	.....	100
Design population	.....	30,100

COLLECTION SPACE

Books: The space needed for the library's book collection is determined by the size of the collection and the parameters of the shelving environment. Depending on factors such as the width of the aisles and the height of the shelving, book collections can be housed at 10, 13 or 15 volumes per square foot. As the volumes housed per square foot increases, the average aisle width will decrease, the height of the shelving will grow, and there will be fewer opportunities for marketing display.

- * How many volumes will be in the library's print collection? 110,000
- * What is the library's preferred collection density? (choose one)
 - ☐ 10 volumes per sq.ft.
 - ☒ 13 volumes per sq.ft.
 - ☐ 15 volumes per sq.ft.

Magazine / newspapers: The Americans with Disabilities Act specifies that current issue display shelving for magazines is subject to height limitations, which conditions how much space magazines will need.

- * How many titles will the library receive? 250

Magazine backfile: Shelving for any back issues retained by the library is NOT subject to reach limitations but many libraries choose to treat these holdings in the same manner.

- * How many of those titles will the library retain in backfiles? 15
- * What will be the average backrun for a typical title (in years)? 3

Nonprint: This collection will often be housed on lower shelving with more marketing display, but because these items are typically smaller than books, the collection density corresponds to that for books. The space need varies depending on aisle widths, marketing display, and so on.

- * How many nonprint items will the library house? 30,000
- * What is the library's preferred collection density? (choose one)
 - ☐ 10 items per sq.ft.
 - ☒ 13 items per sq.ft.
 - ☐ 15 items per sq.ft.

Public access computers: Many libraries today experience increasing demands for access to digital information resources, which affects the number of stations needed for the public. Wireless access can also affect the inventory needed. The space need per station will be affected by the number of stations provided: a small inventory will usually require more space per station while a larger inventory will benefit from economies of scale and less space per station.

- * How many public access computers to provide? 70
- * What is the preferred space allocation for each? (choose one)
 - ☒ 35 sq.ft. per station
 - ☐ 45 sq.ft. per station
 - ☐ 50 sq.ft. per station

READER SEATING SPACE

The number of reader seats a library needs is determined in large measure by the number of people the library serves, although other factors may also affect this inventory. Typically allow 30 square feet per seat.

* How many reader seats should the library provide?

STAFF WORK SPACE

The inventory of staff work stations is based on the specific operations and work routines of the library, the number of public service desks, and so on. The space needed for each station, on average, will be affected by the number of work stations a library needs: a small inventory will require more space per station while a larger inventory will need less space per station.

* How many staff work stations are needed?

* What is the preferred space allocation for each? (choose one) ☐ 125 sq.ft. per station
☒ 140 sq.ft. per station
☐ 150 sq.ft. per station

MEETING ROOM SPACE

Multi-purpose: How many seats to accommodate in a multi-purpose room?

Conference: How many seats to accommodate at a conference table?

How many seats in a gallery?

Storytime: What is the maximum audience for a typical storytime?

Do your storytimes include a craft or activity? (choose one) ☒ Yes ☐ No

Computer training lab: How many trainees should be accommodated?

SPECIAL USE SPACE

Special use space reserves space for features such as small group study rooms, a copy center, a public café or refreshment area, a used book sale area, a staff break room, and so on. A larger proportionate allocation here reserves the option to incorporate a wider array of special use functions as a specific architectural plan is developed.

* Choose the library's preferred allocation for special use space ☐ 12% of gross area
☐ 15% of gross area
☒ 17% of gross area

NONASSIGNABLE SPACE

Nonassignable space reserves space for such necessary features as mechanical rooms, restrooms, stairwells and elevators. Typically a smaller building will need to reserve a larger share of its gross area for nonassignable purposes, while a larger building will require a smaller proportion for nonassignable. New construction will likely need a smaller proportion than an addition or renovation.

* Choose the library's preferred allocation for nonassignable ☐ 25% of gross area
☒ 27% of gross area
☐ 30% of gross area

ADDITIONAL ALLOWANCES

As an option, this worksheet can accommodate additional special allowances for features that may or may now be adequately accommodated in the preceding calculations. These may include space for an automated materials handling system, or a garage (if the library owns and operates vehicles). List any such special features here, along with a suitable square foot allowance

		Allowance
	.....	sq.ft.
	.....	sq.ft.
	.....	sq.ft.
	.....	sq.ft.

SPACE NEEDS SUMMARY

COLLECTION SPACE (See note 1)

99,000 volumes to house at	13 vol/sq.ft.	7,615 sq.ft.
250 magazine display at	1 sq.ft./title	250 sq.ft.
15 magazine backfile at	0.5 sq.ft./title/yr held	23 sq.ft.
30,000 nonprint items to house at	13 items/sq.ft.	2,308 sq.ft.
70 public access computers at	35 sq.ft. per station	2,450 sq.ft.

READER SEATING SPACE

200 reader seats at	30 sq.ft. per seat	6,000 sq.ft.
---------------------	--------------------	--------------

STAFF WORK SPACE

35 staff work stations at	140 sq.ft. per station	4,900 sq.ft.
---------------------------	------------------------	--------------

MEETING ROOM SPACE (See notes 2 through 5)

250 multi-purpose seats	10 sq.ft. per seat	2,600 sq.ft.
20 conference room seats	30 sq.ft. per seat	900 sq.ft.
30 storytime seats	15 sq.ft. per seat	500 sq.ft.
15 computer training lab seats	50 sq.ft. per seat	830 sq.ft.

SPECIAL USE SPACE

calculated at 17% of gross building area	8,614 sq.ft.
--	--------------

NONASSIGNABLE SPACE

calculated at 27% of gross building area	13,681 sq.ft.
--	---------------

SPECIAL ALLOWANCES

	sq.ft.
	sq.ft.
	sq.ft.
	sq.ft.

GROSS AREA NEEDED	50,671 sq.ft.
------------------------------------	----------------------

NOTES

1. For collections of more than 100,000 volumes, 10% is assumed in circulation at any given time.
2. Multi-purpose room area includes a modest allocation for a speaker's podium.
3. Conference room area includes allocation for gallery / audience seating, if so designated.
4. Storytime area includes a modest allocation for storytime presenter.
5. Computer training lab area includes a modest allocation for trainer's station.



Appendix D

Community Forum April 28, 2015
Presentation and Citizen Comments

Winter Park Library Facility Task Force Welcomes You !

**Enhancing Winter Park's civic engagement,
learning & cultural heritage
through a world-class public library.**



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Winter Park Library Task Force Process

Our charge from the City Commission & Library Trustees

“The official charge of the Task Force is to make recommendations to the Commission on the need, location, costs and funding strategies for a new or remodeled library facility.”



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Winter Park Library Task Force Process

- Commission Appointed Task Force
- 23, 90-minute Public Task Force Meetings
- +10 mos. research, technical input, public dialogue
- 5 Community Forums
- Commission Workshop / Commission Meeting
- Visits to Local, Florida & National Public Libraries



**Before We Look Forward,
We Must Look Back**



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How did Winter Park first use library books?



The Winter Park Public Library began when nine women came together on the morning of December 9, 1885.

The porch and hall of the Lamson house was the first site of the newly-formed Winter Park Library from 1885-1886. The house was located at 503 Interlachen Avenue, near the corner of Interlachen and Swoope Avenues.



In 1886, the Library moved operations from the Lamson house porch to a room in the building occupied by the Winter Park Company, located at the corner of New England and Park Avenues. It remained there until 1902.



In 1901, Library the building committee contracted to build a public library building, 24 by 50 feet in size, at a cost of \$1,600.

The property on Interlachen Avenue was donated by the Francis Knowles Estate and opened the last week of April, 1902. The new library was one room, heated by open fireplaces located at each end of the room.



Two additions wings were constructed in 1924. One of the biggest organizational changes took place from the late 1930s through the World War II years when the Library went from being subscription based to a free public library. Another major addition to the Interlachen building was constructed in 1956.

How did Winter Park first use library books?

With growth and demand for services, the library had outgrown its home. A new library was needed or at the very least an addition to the existing building.

In May 1975, Library Board president, Rachel Murrah, presented the idea of building an entirely new facility at another location.

September 1976 - City purchased property at 460 East New England Avenue for a new library building.

July 1977- Library received a grant for construction of a new building.

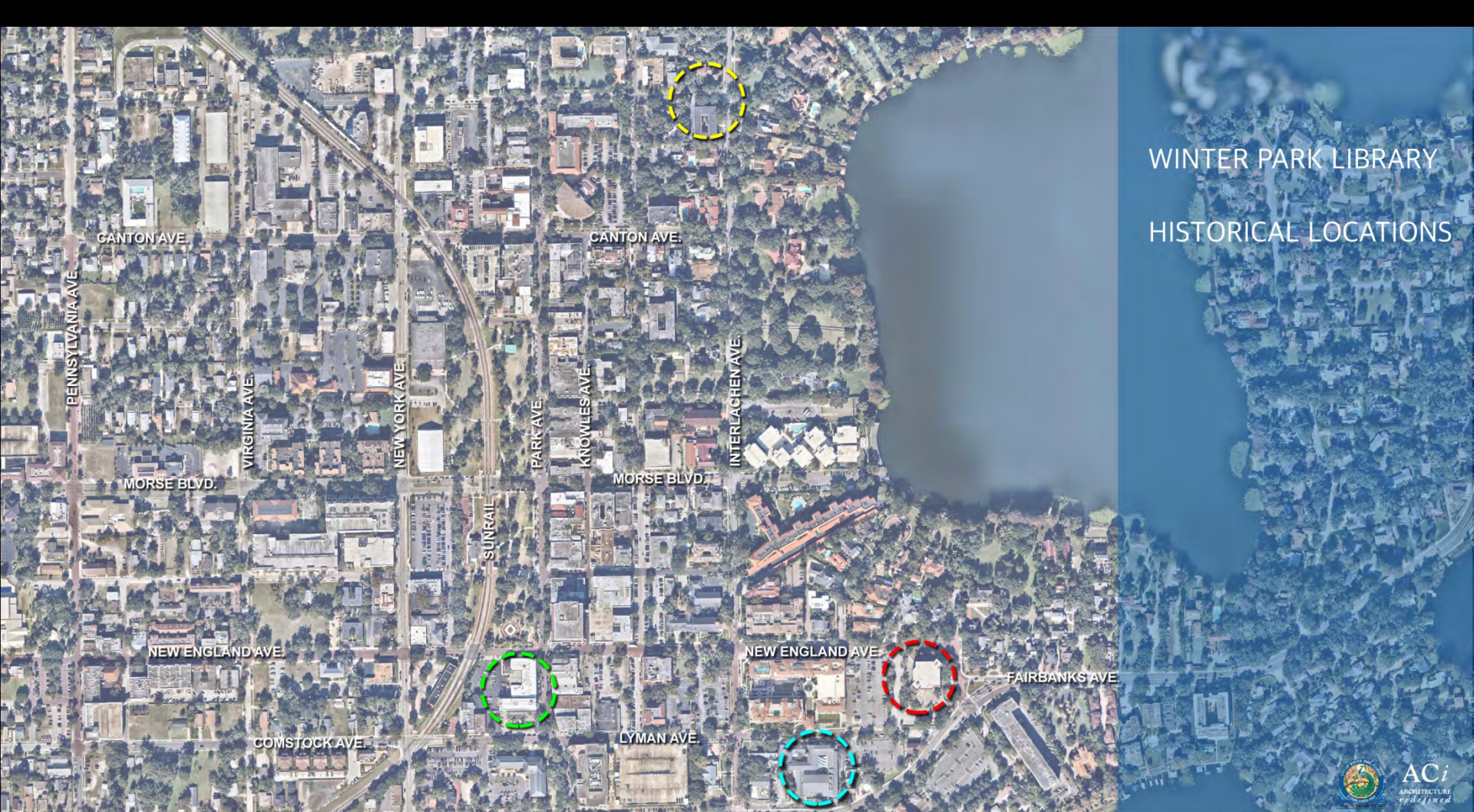
1978-79-Library was constructed and occupied in 1979.

This project would add approximately 11,000 square feet to the existing building and would provide opportunities for expanded services, particularly to Winter Park youth between the ages of 12 and 18.

October 15, 1995, a ribbon cutting and official dedication ceremony for the **addition of the third floor and renovation of the first two floors** was celebrated.



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WINTER PARK LIBRARY HISTORICAL LOCATIONS



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PLANNING



1ST WP LIBRARY
LAMSON HOUSE, 1885



2ND WP LIBRARY
WINTER PARK COMPANY, 1886



3RD WP LIBRARY
FRANCIS KNOWLES ESTATE, 1901



4TH WP LIBRARY EXPANSION
FRANCIS KNOWLES ESTATE, 1924



5TH & CURRENT WP LIBRARY
1979

“Show me your library and I’ll show you your future.”

- Daniel Taylor - Author, Writer, Traveler



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Existing Library - Fundamental Challenges

- New zoning/bldg/life safety code impacts building, parking
- High cost to modify structure, building envelope, bldg systems, roof
- High cost for new Parking Garage-inefficient geometry/site constraints
- High cost for temporary relocation
- Difficult to expand due to site constraints
- Adjacent land not available
- Inefficient floor plan & flexibility
- Site constraints challenge aesthetically pleasing “City Gateway”



What are American Public Libraries, Institutes, Foundations & Communities saying & doing ?



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The Future Community Public Library

Fact: 80%

**investment in public libraries involves
new construction versus renovated.**

- (The Library Journal)



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The Future Community Public Library

Fact: **69%**

Americans 16 or older report high to medium levels of engagement with public libraries.

- Rising to the Challenge, October 2014
The Aspen Institute Dialogue on Public Libraries

The Future Community Public Library

Fact: **62%**

of public libraries are the **ONLY SOURCE
OF FREE INTERNET** in the community.

- Rising to the Challenge, October 2014
The Aspen Institute Dialogue on Public Libraries
Bill & Melinda Gates Foundation

What is the Library of our future?



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People

- All age groups.
- Use and learn in distinct formats, text, audio and video.
- Access to conversations, lectures among creative people.
- Community identity, local.



Platform

- User-centered.
- Array of available tools and technology.
- Lifelong access.
- Partners in with the digital age.



Place

- That inspire learning.
- Places to gather as a community.
- Trusted, welcomed place.
- Safe and child-friendly location.
- Create centers of learning, creativity and innovation.



- **PARENTS** having the opportunity to read with their **children** in a **comfortable space**.



Larger design spaces for kids, where they can interact with each other and spend some time with their parents with interconnected spaces, i.e., tech lab on the back.

- **TEENS** learning new technology and game processing in noisy learning labs.



- **STUDENTS** meeting for group projects in library classrooms.



- **JOB SEEKERS** creating or re-creating their resumes in career centers with business librarian.



- **ENTREPRENEURS** preparing presentations, interviewing, tutoring in co-working spaces using Wi-Fi.



- **RETIREEES** using online tools.



- **ARTISTS** can expose their works, while appreciating the arts of the community.



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Friends & Partners



Real world community problem-solving



THE ASPEN INSTITUTE
Communications and Society Program



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Technology Education
& Bandwidth



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Local Farms
Local Markets
Community Podcasts

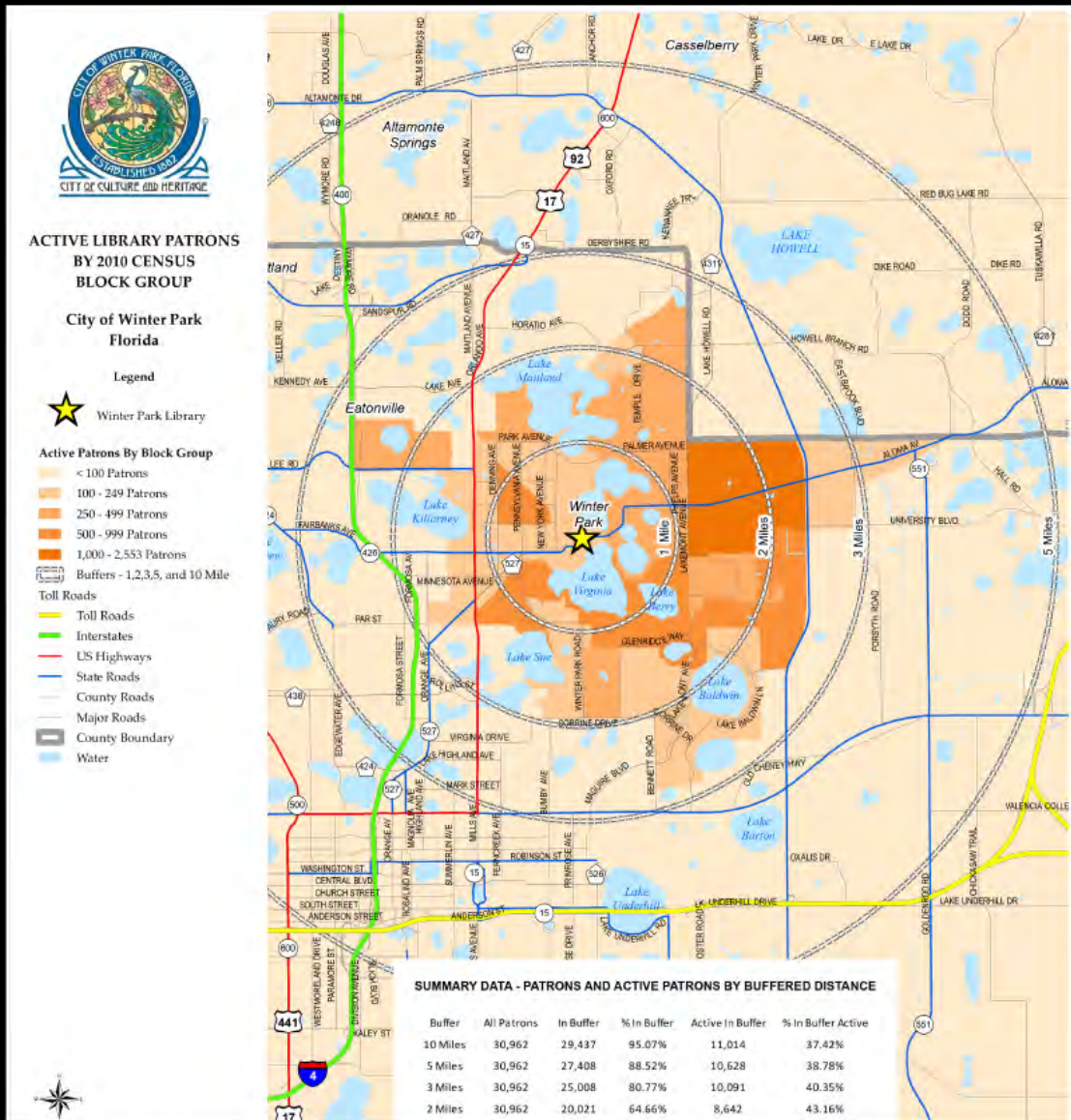
Health & Wellness

Culinary
Education/Literacy
Catered Events



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Winter Park Library Patrons



Fact:

**Majority of patrons
DRIVE to WP Library.**

2014 Winter Park Library Survey



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Library Best Practices, Standards & Methodology

- National, Regional, State, Local
- Peer Benchmarking
- AIA New Design Trends
- City of Winter Park/Library Board of Trustees
- Winter Park Community



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Best Practices – Methodology

AMERICAN LIBRARY ASSOCIATION no longer sets quantitative standards for public libraries, such as a library building with a recommended number of square feet based on population size. Such standards were last published by ALA in the 1970's. The reason for this is that each library serves a different community with different needs.

Public Library Space Needs: A Planning Outline; Anders C. Dahlgren, President, Library Planning Associates, Inc.

Florida's standards are being revised to “PUBLIC LIBRARY CUSTOMER AND COMMUNITY OUTCOMES ACHIEVED THROUGH STANDARDS FOR ACTION”



Benchmarking Libraries - Best Practices

	City Population	Square Footage	Digital Theatre Meeting Room	Children's Interactive	Local History Climate Control	Electronic Commons	Student Help/Homework Centers	Business Career Center	Computer Lab/Maker space	Collaborative Rooms	Raised Floor (Plenum)	Shelving 66" - 45" - 35"	New Construction	Flexibility/ Sustainability
Darien Public Library (CT)	35,000	57,000	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Hillary Rodham Clinton Children's Library (AK)	42,000	45,000	✓	✓			✓		✓		✓	✓	✓	✓
Slover Public Library (VA)	200,000	30,000	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓
Petersburg Public Library (VA)	32,500	50,000	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Barrington Public Library (IL)	44,000	56,090	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓
Chapel Hill Library (NC)	57,000	63,305	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Oak Park Library/Park (IL)	52,000	101,000	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓
Winter Park Public Library (FL)	Est. 29,203	32,106			✓		✓							



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Program Design & Space Allocations

(Revised Estimate 04-10-15)

	NEW	EXISTING
Collection Space	9,785 SF	6,848 SF
Reader Seating Areas	6,000 SF	900 SF
Civic Engagement Space (Small, Large, Tutorial, Auditorium)	4,830 SF	3,384 SF
Electronic Commons – Children, Teens, Adults (Research, Collaboration, Manufacturing)	2,600 SF	657 SF
Special Use Areas (FOL, Store, Café, IT)	8,600 SF	1,252 SF
Staff Workspace	4,900 SF	5,924 SF
Local History (climate controlled)	1,750 SF	717 SF
Non-Assignable Space (Compact Storage, Facilities, Operations, HVAC)	11,301 SF	14,060 SF
<hr/>		
TOTAL GROSS SQUARE FOOTAGE	Est. 50,000 SF	33,742 SF



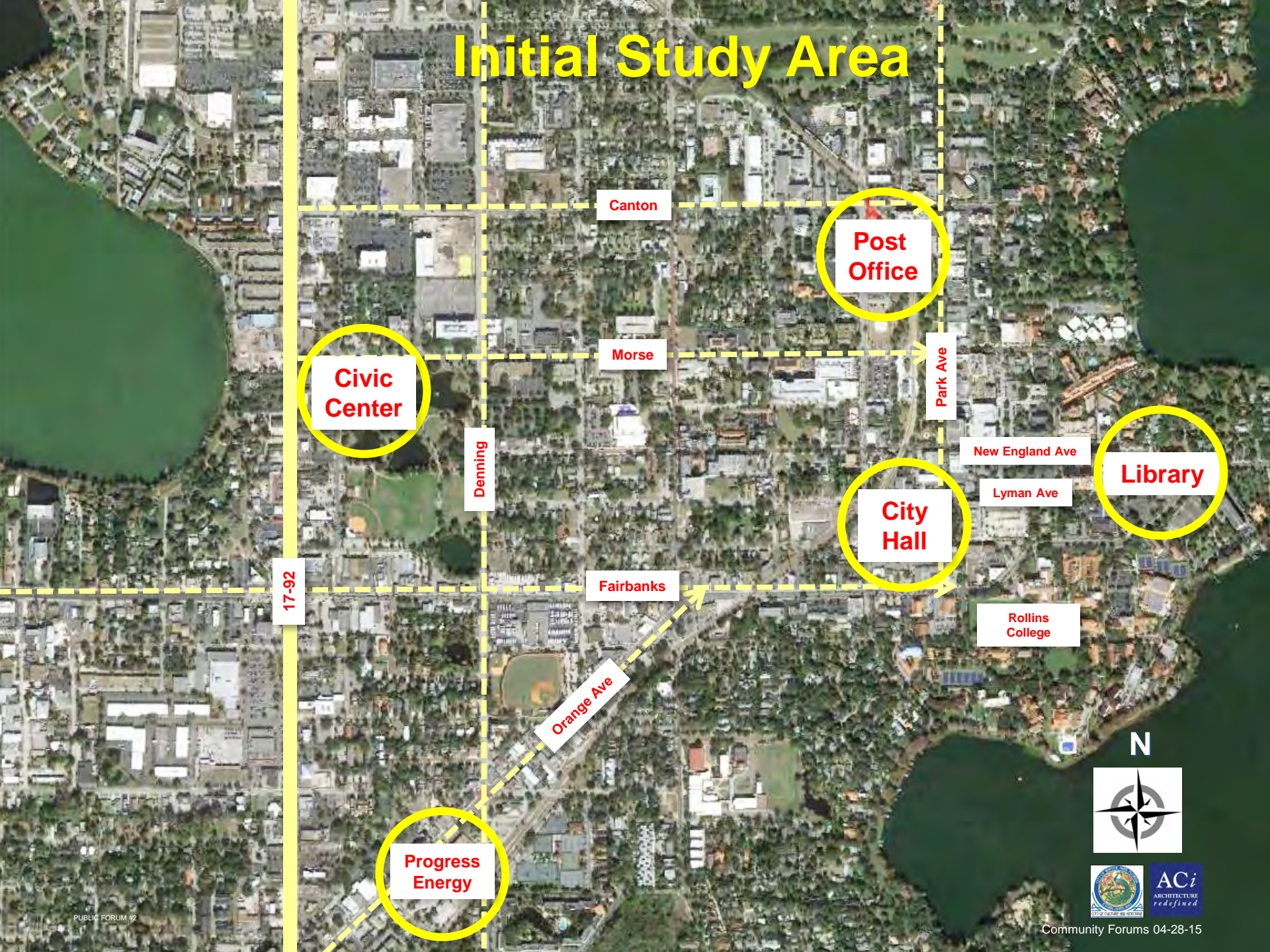
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Exploring Locations



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Initial Study Area



17-92

Canton

Post Office

Civic Center

Morse

Park Ave

Denning

New England Ave

Library

Lyman Ave

City Hall

Fairbanks

Rollins College

Orange Ave

Progress Energy

N

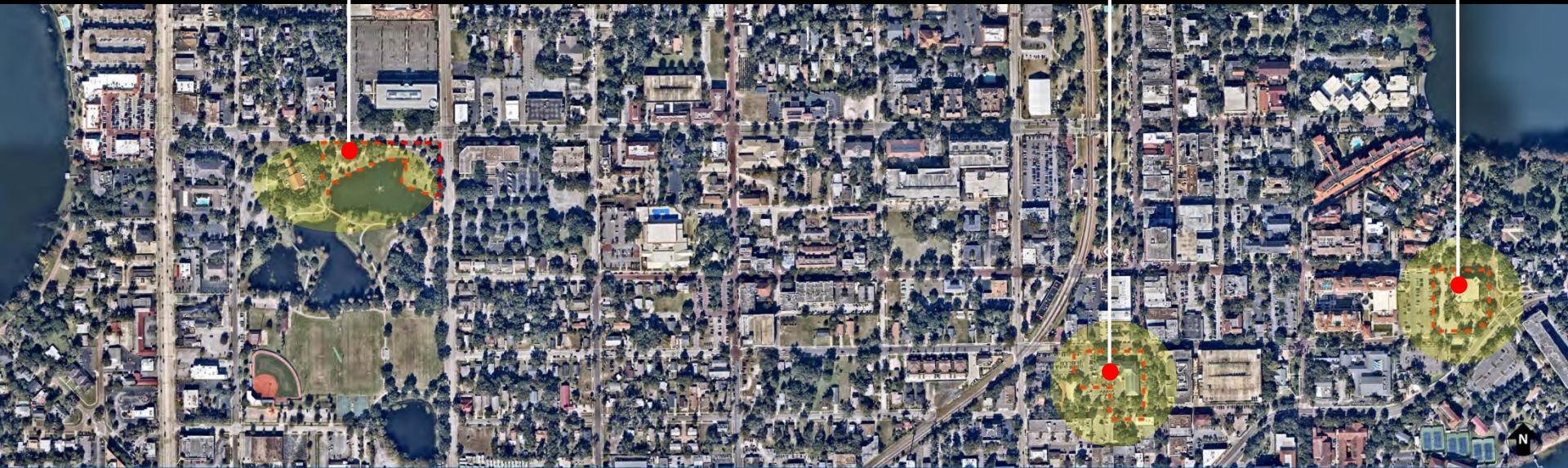


Commission Directed Sites

Civic Center-MLK Park

City Hall

Existing Library



WINTER PARK LIBRARY: CONTEXT - MORSE BOULEVARD



WINTER PARK LIBRARY TASK FORCE CHARTER: MARCH 11, 2015



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Community Forums 04-28-15

Preliminary Site Planning & Block-and-Stack Diagrams



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Adjacent to City Hall



EXPANDED PARKING FOOTPRINT



Civic Center / MLK Park

Public Libraries & Parks

connection & engagement

“Parks and libraries have the potential to be powerful symbols and agents for neighborhood identity”

Project for Public Spaces



There are several examples of libraries with close relationships with community parks. Among those, **Bryant Park in New York, Oak Park Public Library (IL) & Hillsboro (Oregon) Public Library** are great examples that show to the community what is neighborhood identity and how those places have become the “**third place**” of the community.

Public Libraries in Park Settings



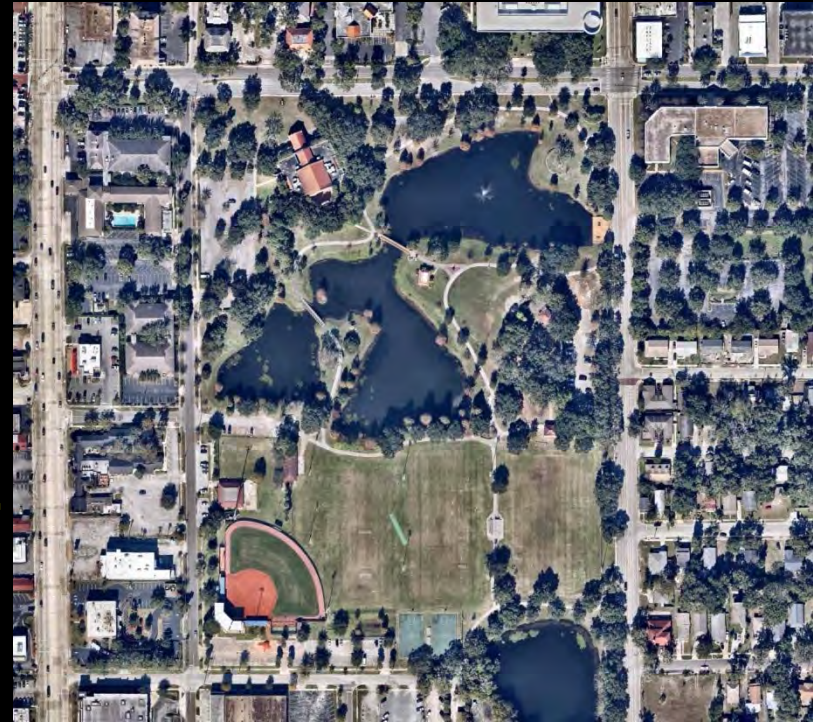
New Library - Boca Raton, FL



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City Martin Luther King, Jr. Park – 26.8 acres

- **2 basketball courts**
- **1 baseball/softball stadium**
- **3 multipurpose sports fields**
- **1 lake**
- **1 recreation center**
- **1 civic center**
- **1 community playground - “castle park”**
- **1 maintenance facility**
- **1 restroom building**
- **1 rentable pavilion**
- **walking paths and bridges**
- **picnic tables and park benches**



City Martin Luther King, Jr. Park – 26.8 acres



Source: 2014 WP Parks & Recreation Annual Report

17-92

Denning Ave.

Morse Blvd.

New Retail
Garage

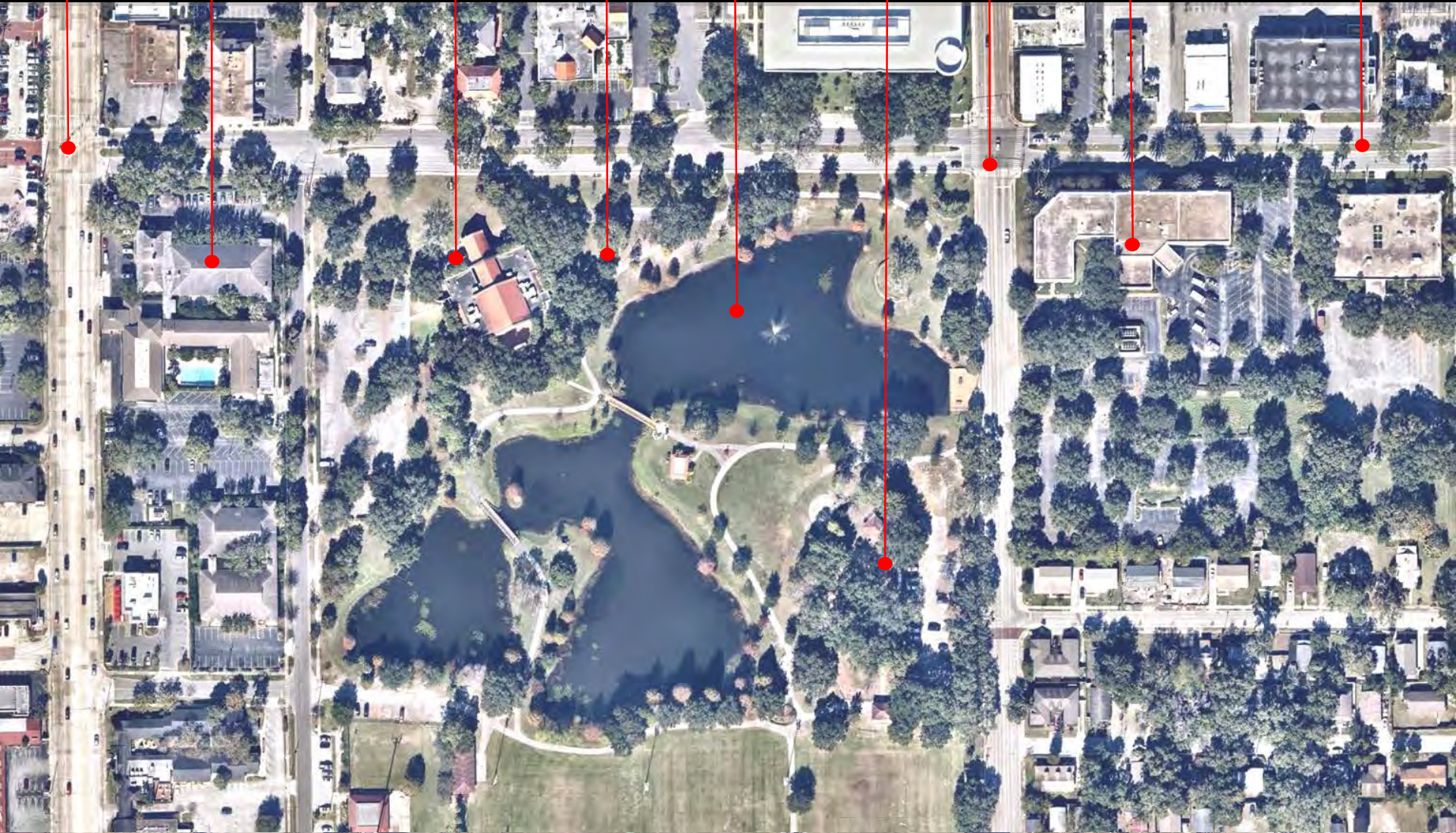
Rachel Murrah
Civic Center

MLK
Park

Island
Lake

Children's
Playground

Valencia
College



WINTER PARK LIBRARY: CIVIC CENTER SITE - NEW BUILDING



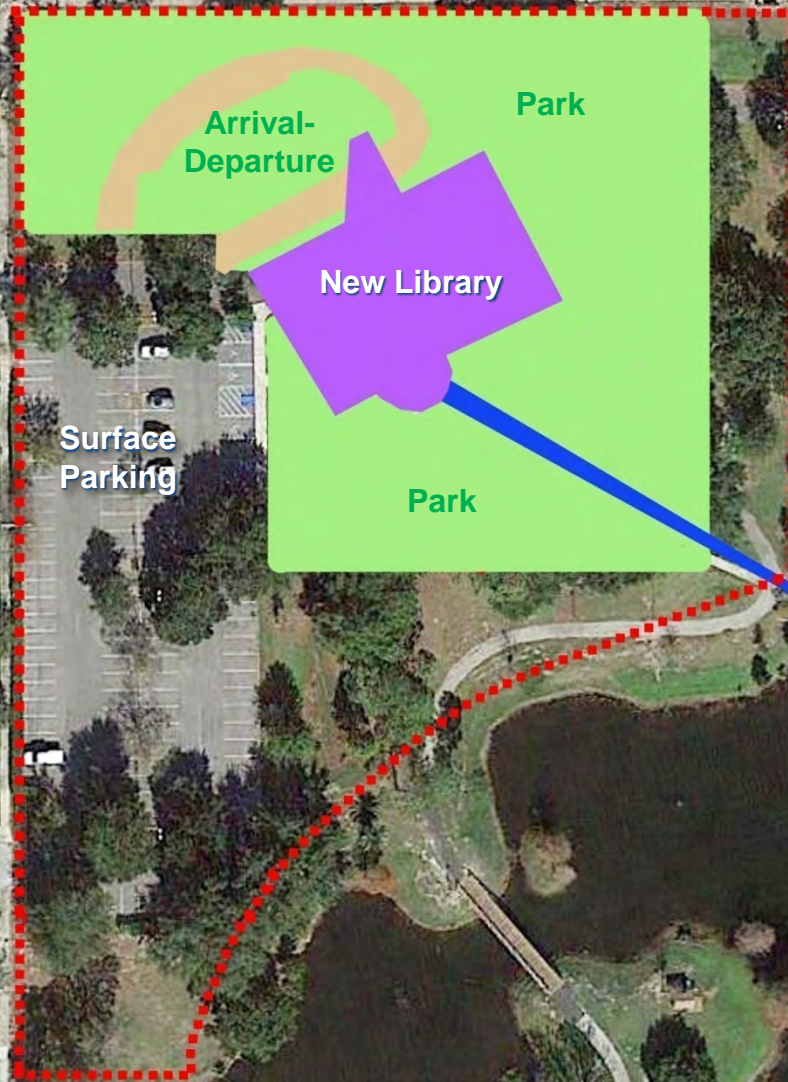
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WINTER PARK LIBRARY TASK FORCE CHARRETTE: MARCH 11, 2015

Civic Center

Adjacent to MLK Park

Morse Boulevard





WINTER PARK LIBRARY: CIVIC CENTER SITE - NEW BUILDING



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WINTER PARK LIBRARY TASK FORCE CHARRETTE: MARCH 11, 2015



WINTER PARK LIBRARY: CIVIC CENTER SITE - NEW BUILDING



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Existing Library

(expansion & all new)



WINTER PARK LIBRARY: EXISTING LIBRARY SITE - ALL NEW LIBRARY

WINTER PARK LIBRARY TASK FORCE CHARRETTE: MARCH 11, 2015



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NEW ENGLAND AVE.

FAIRBANKS AVE.

LYMAN AVE.



WINTER PARK LIBRARY: EXISTING LIBRARY SITE - NEW EXPANSION



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WINTER PARK LIBRARY TASK FORCE CHARRETTE: MARCH 11, 2015

Preliminary Budget



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Preliminary Concept Budget (order of magnitude as of 04-30-15)

	Existing Site Renovation & Garage	Existing Site New & Garage	Adjacent to City Hall & Garage (1)	Adjacent to Civic Center Surface Parking (2)
TOTAL BUDGET (using Cost Consultant estimate)	\$ 22,653,777	\$ 23,813,718	\$ 21,985,000	\$ 15,297,468
Cost /Building SF only (Cost Consultant estimate)	\$ 264	\$ 283	\$ 285	\$ 275
Parking (City Code) (3) Library = 148 spaces City Hall = 164 spaces Additional Public Parking = 143 spaces	148	148	455	148
Cost / Parking Space (with Architectural facades)	\$ 17,000	\$ 17,000	\$ 17,000	\$ 7,000
Est. Construction Duration (Months)	14	12	12	13

(1) Budget value for a new garage without 2 adjacent western land parcels = 281 spaces @ \$17,000/space = \$18,825,499.

(2) Budget value assumes surface parking option with stormwater under drains & no runoff into existing lake.

(3) Parking count assumes shared parking (with 2 adjacent land parcels) located on grade level + 3 levels above grade (incl. roof).

Possible Sources of Funding

- Real Estate Disposition
- Philanthropy
- Fundraising
- Grants
- Partnerships
- Bond Referendum (i.e., golf course, police station)
- New Venues Revenue



Next Steps

Public Input Forums 4 & 5

Task Force Recommendations

Final Report to Commission

COMMUNITY ENGAGEMENT

It is a time of **great opportunity** for
community improvement...to champion
new thinking that our **Public Libraries**
have a unique stature as a **trusted**
community hub and repository of
knowledge and information
accessible to ALL.





Thank You!

Community Forum April 28, 2015

It takes a community to build a library, and we've invited our community to offer their feedback. We want to incorporate the needs and concerns expressed by our community into everything we do, and in return provide them with accurate information and research. The Library has opened doors to dialogue by actively soliciting community input. On April 28 the Task Force held two community forums in the Community Room of the Winter Park Public Library.

The program included:

- Introduction and Task Force Process – Sam Stark
- History of WPPL Locations – Shawn Shaffer
- Benchmarking, Comparisons and New Library Design – Clyde Scoles
- Program Design – Shawn Shaffer
- Site Locations and Block and Stack Designs – John Cunningham
- Open Q&A

The pattern of questioning that emerged during the question and answer session made apparent that despite numerous public announcements, advertisements, flyers and social media outreach there was still misinformation or misunderstanding of the Task Force's year-long efforts. The forums greatly helped to inform the community and positively change perceptions about the Task Force and the progress of their work.

Overall, the public had similar questions at both forums. Many members of the public wanted to know why certain sites had been eliminated and whether potential partnerships had been explored. There were concerns expressed about pedestrian and bicycle-friendly travel, density increases downtown, sustainability, the necessity for parking structures and relocation of the Library. Our patrons were surprised to learn that the Library had been in several locations over the years.

Patrons had thoughtful comments about challenges and opportunities at all the sites. Thanks to their input, we considered new options and conducted additional research. We look forward to incorporating more feedback from the community as the process moves forward.

Questions from Public Forums

- Has the Task Force/Library considered increased future operating costs?
- Has the Task Force locked into square footage?
- Was consideration given to future site development?
- Can the Task Force highlight the ability (or inability) of the Library to make any future adjustments or expansions on each site?
- What is the current site's property value if sold?
- What is the cost to acquire each site?
- Which sites are in the CRA to potentially receive funding?
- Could the Library have an electronic survey about library location?
- Was the site on New England and Virginia considered?
- Why was the Progress Point location eliminated?

- Has thought been given to future technology shifts and how that affects the Library?
- Will books remain, especially for children?

Were patron age demographics considered?
Were future population demographics considered?

How will the parking be handled at City Hall (how much parking, parking poaching, and increased density)?
Could current Library site be City Hall?
Could Lyman Avenue be closed to benefit current Library site?

Were the MLK Park unity circles considered?
How is sustainability defined and criteria weighted?
How much of MLK Park would be used?
Could we increase the size of MLK Park?

How has walkability been addressed?
Which sites are most walkable?
What could be done to make each site more pedestrian friendly?
Was future transportation considered (Sunrail, arteries)?
Was there a traffic study about placing more cars at City Hall and MLK Park?

Could we list the trade-offs with each site?
Will there be free parking at each location?
What has been studied or done to ensure adequate parking spaces at each location?
Parking poaching at each site?

Could the Post Office site be revisited?
Could the Post Office be placed at Progress Point?
If there's a Progress Point property disposition, could Central Park still be on the table?
What is the cost for the Post Office site compared to the other three?

Comments from Public Forums

City Hall site is in extremely close proximity to the railroad.
Could the Library partner with Rollins for parking on current site?
At MLK Park site, the Library is no longer in the current core.
MLK Park site rated least sustainable by Sustainability Board (mentioned by Sustainability board members at each forum).
Building on the MLK Park site could potentially mean a loss of greenspace.
It should be referred to as the MLK Park site, not Civic Center site, because more than just the Civic Center location is being explored.
The Library should lay out the logistics of the City Hall site vs the MLK Park site.
Valencia representative was very excited about potential partnership at MLK Park site.
This is an opportunity to build a library to Winter Park standards and should not be squandered.
Less friction for the Civic Center location due to it already being "grey space".





Appendix E

Transportation Study

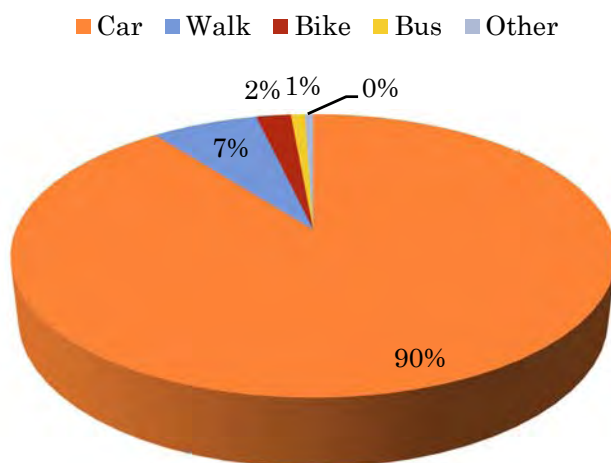
WPPL TRANSPORTATION STUDY

MAY 2-5, 2015

For four days in May, all patrons were asked how they arrived at the library. The majority came by car, but others walked, rode bikes, and took SunRail or a bus.

OVERALL MODE OF TRANSPORTATION

The four-day cumulative travel data reveal that 90% of patrons arrive to the library in a car.

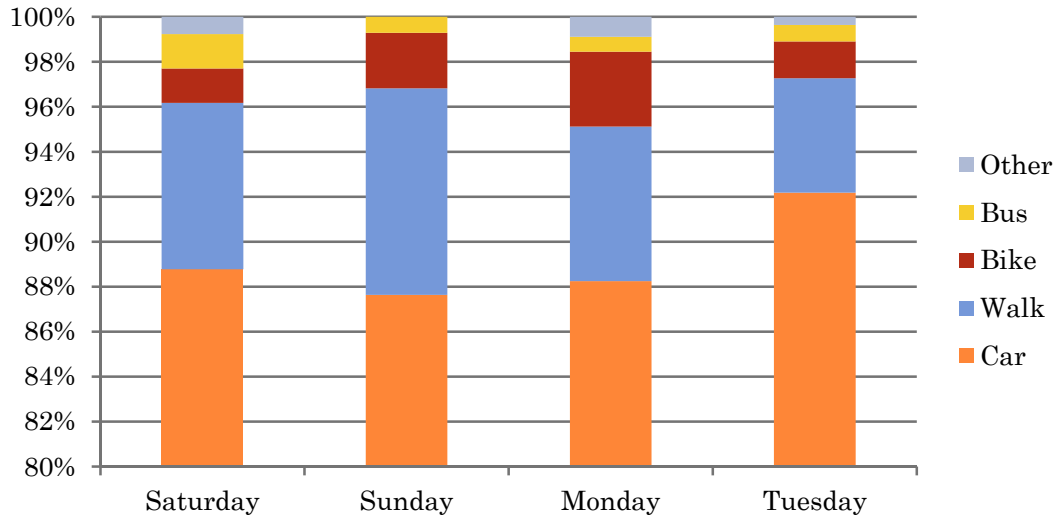


"How did you arrive at the library today?"

Car	1500
Walk	114
Bike	37
Bus	15
Other	9

TRANSPORTATION BY DAY

The highest percentage of non-motorists was on Sunday. Tuesday (perhaps due to storytimes) showed the largest percentage of motorists.

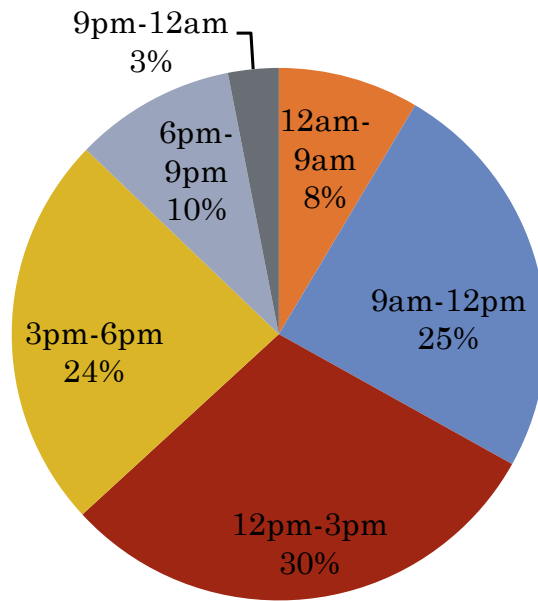


"How did you arrive at the library today?"

	Saturday	Sunday	Monday	Tuesday
Car	348	248	398	507
Walk	29	26	31	28
Bike	6	7	15	9
Bus	6	2	3	4
Other	3	0	4	2

DRIVE-THRU BOOK DROPS

Seventy-nine percent of the book drop traffic is from 9am-6pm.

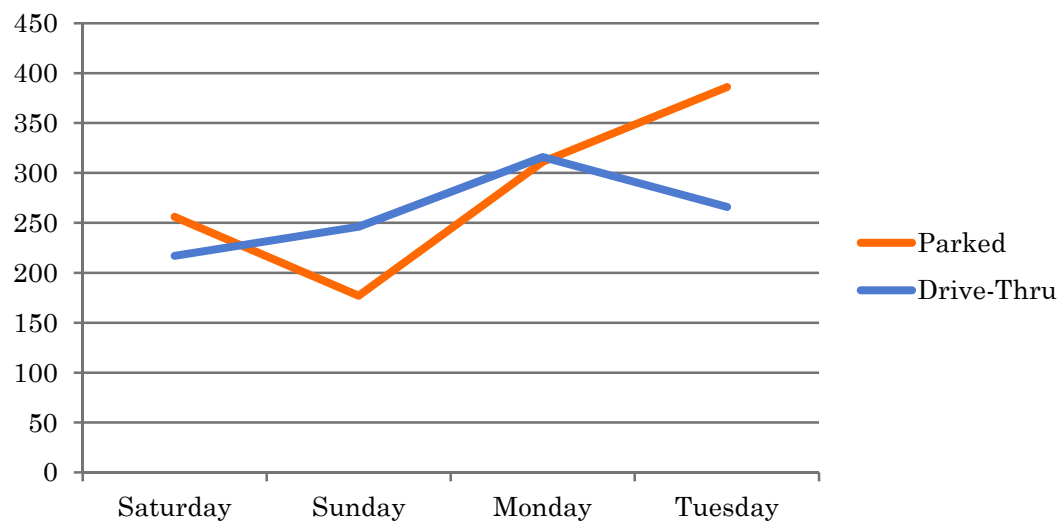


	Saturday	Sunday	Monday	Tuesday	Total
12am-9am	15	15	27	32	89
9am-12pm	57	69	82	49	257
12pm-3pm	80	96	53	85	314
3pm-6pm	35	54	103	59	251
6pm-9pm	16	7	44	35	102
9pm-12am	14	5	7	6	32
Total Drive Thru	217	246	316	266	1045

Source: Data collected by WP Traffic Department. Data above represents all vehicles exiting the book drop crescent from 12:00am on May 2 to midnight on May 5, 2015.

TOTAL CARS

On average there were 261 cars driving through and 283 cars that parked at the library each day of the four day survey period.



	Saturday	Sunday	Monday	Tuesday
Parked	256	177	311	386
Drive-Thru	217	246	316	266

Source: Data derived from asking how many passengers were in the car.



Appendix F

Soil Borings Report

**Preliminary Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Proposed Library
SW Corner of West Morse Boulevard and
South Denning Drive
Winter Park, Florida**



Ardaman & Associates, Inc.

OFFICES

Orlando – 8008 S. Orange Avenue, Orlando Florida 32809 – Phone (407) 855-3860

Alexandria – 3609 Mac Lee Drive, Alexandria, Louisiana 71302 – Phone (318) 443-2888

Bartow – 1525 Centennial Drive, Bartow, Florida 33830 – Phone (863) 533-0858

Baton Rouge – 316 Highlandia Drive, Baton Rouge, Louisiana 70884 – Phone (225) 752-4790

Cocoa – 1300 N. Cocoa Blvd., Cocoa, Florida 32922 – Phone (321) 632-2503

Fort Myers – 9970 Bavaria Road, Fort Myers, Florida 33913 – Phone (239) 768-6600

Miami – 2608 W. 84th Street, Hialeah, Florida 33016 – Phone (305) 825-2683

Monroe – 1122 Hayes Street, West Monroe, Louisiana 71292 – Phone (318) 387-4103

New Orleans – 1305 Distributors Row, Suite I, Jefferson, Louisiana 70123 – Phone (504) 835-2593

Port St. Lucie – 460 Concourse Place NW, Unit 1, Port St. Lucie, Florida 34986 – Phone (772) 878-0072

Sarasota – 78 Sarasota Center Blvd., Sarasota, Florida 34240 – Phone (941) 922-3526

Shreveport – 7222 Greenwood Road, Shreveport, Louisiana 71119 – Phone (318) 636-3673

Tallahassee – 3175 West Tharpe Street, Tallahassee, Florida 32303 – Phone (850) 576-6131

Tampa – 3925 Coconut Palm Drive, Suite 115, Tampa, Florida 33619 – Phone (813) 620-3389

West Palm Beach – 2200 North Florida Mango Road, Suite 101, West Palm Beach, Florida 33409 – Phone (561) 687-8200

MEMBERS:

A.S.F.E.

American Concrete Institute

ASTM International

Florida Institute of Consulting Engineers



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

May 18, 2015
File No. 15-6356

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

Attention: Mr. Troy R. Attaway

Subject: Preliminary Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Proposed Library
SW Corner of West Morse Boulevard
and South Denning Drive
Winter Park, Florida

Dear Mr. Attaway:

As requested and authorized, we have completed a preliminary shallow subsurface soil exploration for the subject project. The purposes of performing this exploration were to determine soil stratigraphy and groundwater levels at selected locations and preliminarily evaluate the compatibility of the conditions encountered with the proposed development. This report documents our findings.

We understand that future development of the site may include a 2-story library.

SITE LOCATION AND SITE DESCRIPTION

The site for the proposed development is located on the southwest corner of West Morse Boulevard and South Denning Drive in Winter Park, Orange County, Florida (Section 1, Township 22 South, Range 29 East). The general site location is shown superimposed on the Orlando East, Florida U.S.G.S. quadrangle map presented on Figure 1.

The subject site currently consists of a grassy, public park and the northeast corner of the existing Lake Mendsen. The site slopes downward towards the lake. We note that a semi-circular retaining wall structure, located to the east of the lake, provides a level viewing area of the lake.

REVIEW OF SOIL SURVEY MAPS

Based on the 1989 Soil Survey for Orange County, Florida, as prepared by the U.S. Department of Agriculture Soil Conservation Service, the site is located in an area mapped as the "Pits" soil series, which consists of excavated areas of unconsolidated or heterogeneous soil and geologic materials which have been removed primarily for use in road construction or as fill material for low areas and for building foundations. Areas of this map unit consist of a pit or depressed area from 5 to 40 feet deep, surrounded by sidewalls of variable steepness.

FIELD EXPLORATION PROGRAM

SPT Borings

The field exploration program included performing two Standard Penetration Test (SPT) borings. The SPT borings were advanced to depths of 70 and 75 feet below the ground surface using the methodology outlined in ASTM D-1586. A summary of this field procedure is included in the Appendix. Split-spoon soil samples recovered during performance of the borings were visually classified in the field and representative portions of the samples were transported to our laboratory in sealed sample jars.

The groundwater level at each of the boring locations was measured during drilling. The borings were grouted with cement-bentonite slurry upon completion of drilling.

Test Locations

The approximate locations of the borings are schematically illustrated on a site aerial photograph shown on Figure 2. These locations were determined in the field by estimating distances from existing site features and should be considered accurate only to the degree implied by the method of measurement used. Boring locations should be considered accurate only to the degree implied by the method of locating used.

LABORATORY PROGRAM

Representative soil samples obtained during our field sampling operation were packaged and transferred to our laboratory for further visual examination and classification. The soil samples were visually classified in general accordance with the Unified Soil Classification System (ASTM D-2488). The resulting soil descriptions are shown on the soil boring profiles presented on Figure 3.

In addition, we conducted three percent fines analyses (ASTM D1140) on selected soil samples. The results of these tests are presented adjacent to the sample depth on the boring profiles on Figure 3.

GENERAL SUBSURFACE CONDITIONS

General Soil Profile

The results of the field exploration and laboratory programs are graphically summarized on the soil boring profiles presented on Figure 3. The stratification of the boring profiles represents our interpretation of the field boring logs and the results of laboratory examinations of the recovered samples. The stratification lines represent the approximate boundary between soil types. The actual transitions may be more gradual than implied.

The results of the borings indicate the following general soil profile:

Depth Below Ground Surface (feet)	Description
0 – 9	Very loose to medium dense fine sand with varying amounts of silt and clay (SP, SP-SM, SM, SC)
9 – 32.5	Very loose to loose fine sand with varying amounts of clay (SP, SP-SC, SC)
32.5 – 75	Very loose to medium dense fine sand with varying amounts of silt and clay (SP, SP-SM, SC) or medium stiff clay (CL/CH)

The above soil profile is outlined in general terms only. Please refer to Figure 3 for soil profile details.

Groundwater Level

The groundwater level was measured in the boreholes during drilling. As shown on Figure 3, groundwater was encountered at depths that ranged from 1.8 and 3.5 feet below the existing ground surface on the dates indicated. Fluctuations in groundwater levels should be anticipated throughout the year primarily due to seasonal variations in rainfall and other factors that may vary from the time the borings were conducted.

PRELIMINARY ENGINEERING EVALUATION

The results of our preliminary exploration indicate that, with proper site preparation (i.e., stripping, grubbing, proofrolling, filling, compacting, etc.), the existing soils as encountered in the SPT borings are generally suitable for supporting the proposed library structure.

We note that it is our understanding that the proposed development includes filling a portion of the existing lake to provide a building pad for the library. We recommend drilling in the lake (i.e.; utilizing barge-mounted drilling equipment) prior to making a final decision relative to the suitability of the site.

CLOSURE

The findings submitted herein are based on the data obtained from the soil borings presented on Figure 3. This report does not reflect any variations which may occur adjacent to or between the borings. The nature and extent of the variations between the borings may not become evident until during further exploration and/or construction. A more detailed subsurface soil exploration in the structure area should be performed prior to final design. Additional subsurface soil

exploration is necessary before final site preparation and foundation recommendations can be provided and once foundation loads are known.

This preliminary study is based on a relatively shallow exploration and is not intended to be an evaluation for sinkhole potential. This study does not include an evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface.

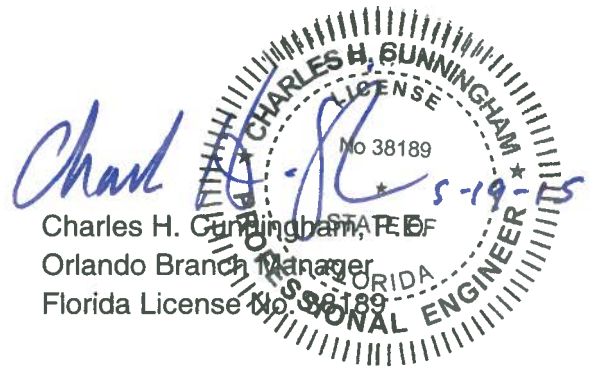
This report has been prepared for the exclusive use of the City of Winter Park in accordance with generally accepted geotechnical engineering practices for the purpose of preliminary exploration and geotechnical engineering evaluation for the proposed development. No other warranty, expressed or implied, is made.

We are pleased to be of assistance to you on this phase of the project. When we may be of further service to you or should you have any questions, please contact us.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.
Certificate of Authorization No. 5950



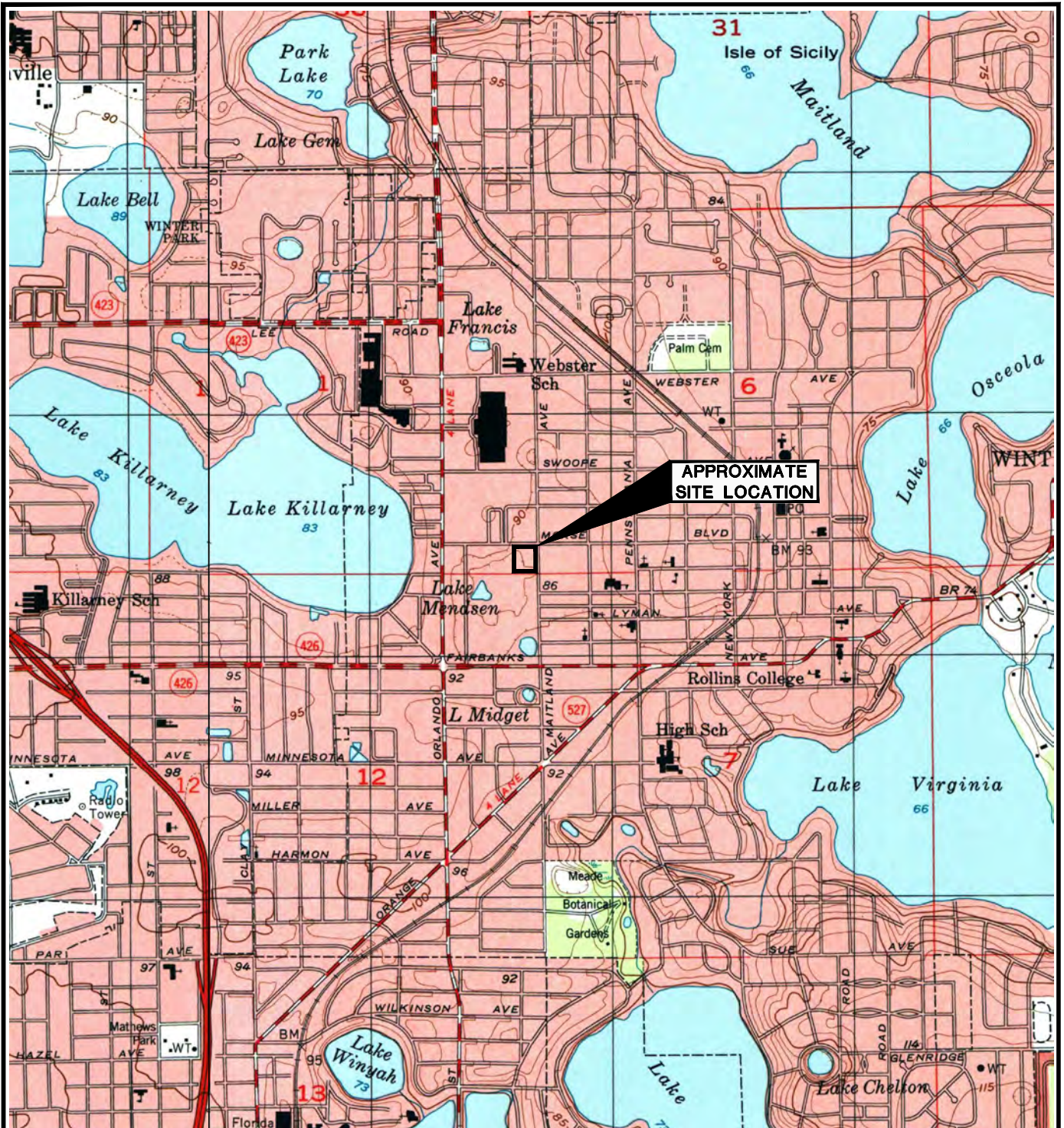
Virginia A. Goff, E.I.
Assistant Project Engineer



Charles H. Cunningham, P.E.
Orlando Branch Manager
Florida License No. 38189

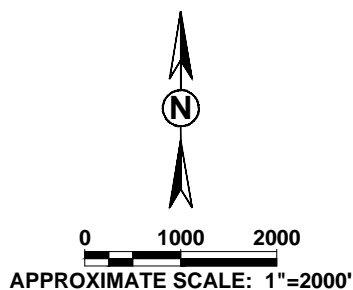
VAG/CHC

15-6356 PSSE Winter Park Library.docx(Geo 2015)



SECTION 1
TOWNSHIP 22 SOUTH
RANGE 29 EAST

OBTAINED FROM U.S.G.S. QUAD MAP: ORLANDO EAST, FLORIDA 1995



SITE LOCATION MAP



Ardaman & Associates, Inc.
Geotechnical, Environmental and
Materials Consultants

**PRELIMINARY
SUBSURFACE SOIL EXPLORATION
PROPOSED LIBRARY
WINTER PARK, FLORIDA**

DRAWN BY: CD	CHECKED BY:	DATE: 05/14/15
FILE NO. 15-6356	APPROVED BY:	FIGURE: 1



T:\Orlando\15-6356\15635602.dwg 5/19/2015 9:10:49 AM, Chris.Drew



0 25 50

APPROXIMATE SCALE: 1"=50'

LEGEND

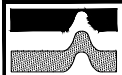


TH

STANDARD PENETRATION TEST (SPT) BORING LOCATION

NOTE: THE AERIAL PHOTOGRAPH FOR THE BORING LOCATION PLAN WAS OBTAINED FROM GOOGLE EARTH PRO, DATED 02/18/2015.

BORING LOCATION PLAN



Ardaman & Associates, Inc.
Geotechnical, Environmental and
Materials Consultants

**PRELIMINARY
SUBSURFACE SOIL EXPLORATION
PROPOSED LIBRARY
WINTER PARK, FLORIDA**

DRAWN BY: CD	CHECKED BY:	DATE: 05/14/15
FILE NO. 15-6356	APPROVED BY:	FIGURE: 2

LEGEND

SOIL DESCRIPTIONS

- 1
- FINE SAND (SP)
-
- 2
- FINE SAND WITH SILT (SP-SM)
-
- 3
- SILTY FINE SAND (SM)
-
- 4
- FINE SAND WITH CLAY (SP-SC)
-
- 5
- CLAYEY FINE SAND (SC)
-
- 6
- SANDY CLAY TO CLAY (CL/CH)

COLORS

- A
- LIGHT BROWN TO BROWN
-
- B
- GRAY TO GREENISH GRAY
-
- C
- DARK GRAY OR DARK BROWN
-
- D
- LIGHT GRAY TO GRAY

- TH
- STANDARD PENETRATION TEST (SPT) BORING
-
- N
- STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT
-
-
- GROUNDWATER LEVEL MEASURED ON DATE DRILLED
-
- 200
- PERCENT PASSING NO. 200 SIEVE SIZE (PERCENT FINES)(ASTM D-1140)
-
- SP,SP-SM
- UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D-2487)
-
- SM,SC,CH

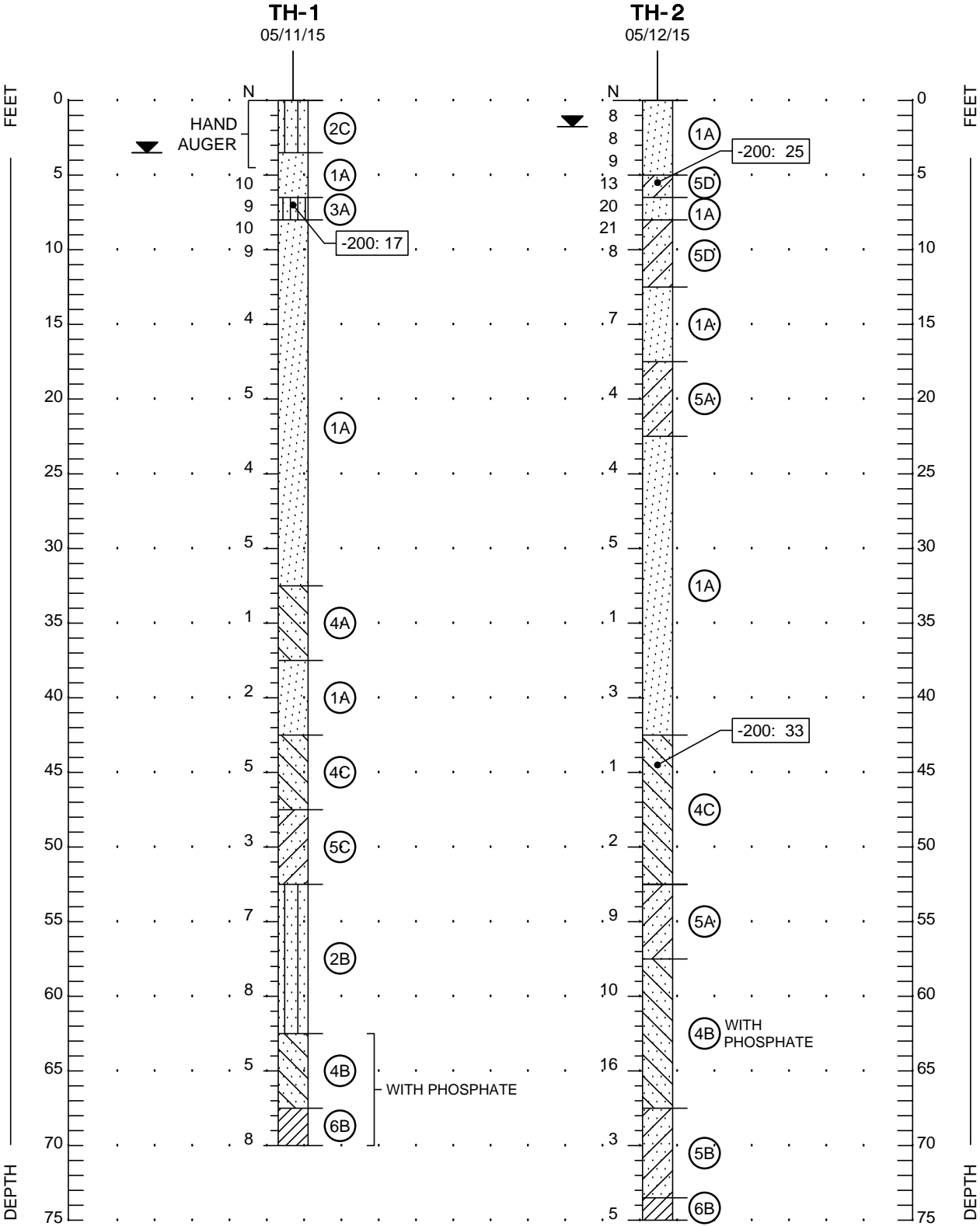
- NOTES: 1.
- UPON COMPLETION OF EACH SPT BORING, THE BOREHOLE WAS GROUTED WITH CEMENT-BENTONITE SLURRY.
-
2.
- ALL SPT BORINGS WERE PERFORMED USING A SAFETY HAMMER IN THE UPPER 10.5 FEET AND AN AUTOMATIC HAMMER BELOW 10.5 FEET TO THE BORING TERMINATION DEPTH. AUTOMATIC HAMMER N-VALUES MAY BE CONVERTED TO EQUIVALENT SAFETY HAMMER N-VALUES BY MULTIPLYING BY 1.24.

ENGINEERING CLASSIFICATION

I COHESIONLESS SOILS		
DESCRIPTION	BLOW COUNT "N"	
VERY LOOSE	<4	
LOOSE	4 TO 10	
MEDIUM DENSE	10 TO 30	
DENSE	30 TO 50	
VERY DENSE	>50	
II COHESIVE SOILS		
DESCRIPTION	UNCONFINED COMPRESSIVE STRENGTH, QU, TSF	BLOW COUNT "N"
VERY SOFT	<1/4	<2
SOFT	1/4 TO 1/2	2 TO 4
MEDIUM STIFF	1/2 TO 1	4 TO 8
STIFF	1 TO 2	8 TO 15
VERY STIFF	2 TO 4	15 TO 30
HARD	>4	>30

WHILE THE BORINGS ARE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT THEIR RESPECTIVE LOCATIONS AND FOR THEIR RESPECTIVE VERTICAL REACHES, LOCAL VARIATIONS CHARACTERISTIC OF THE SUBSURFACE MATERIALS OF THE REGION ARE ANTICIPATED AND MAY BE ENCOUNTERED. THE BORING LOGS AND RELATED INFORMATION ARE BASED ON THE DRILLER'S LOGS AND VISUAL EXAMINATION OF SELECTED SAMPLES IN THE LABORATORY. THE DELINEATION BETWEEN SOIL TYPES SHOWN ON THE LOGS IS APPROXIMATE AND THE DESCRIPTION REPRESENTS OUR INTERPRETATION OF SUBSURFACE CONDITIONS AT THE DESIGNATED BORING LOCATIONS ON THE PARTICULAR DATE DRILLED.

GROUNDWATER ELEVATIONS SHOWN ON THE BORING LOGS REPRESENT GROUNDWATER SURFACES ENCOUNTERED ON THE DATES SHOWN. FLUCTUATIONS IN WATER TABLE LEVELS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR.



SOIL BORING PROFILES

Ardaman & Associates, Inc.

Geotechnical, Environmental and Materials Consultants

PRELIMINARY

SUBSURFACE SOIL EXPLORATION

PROPOSED LIBRARY

WINTER PARK, FLORIDA

DRAWN BY: CD

CHECKED BY:

DATE: 05/14/15

FILE NO. 15-6356

APPROVED BY:

FIGURE: 3

APPENDIX

Standard Penetration Test Boring Procedure

STANDARD PENETRATION TEST

The standard penetration test is a widely accepted test method of *in situ* testing of foundation soils (ASTM D 1586). A 2-foot long, 2-inch O.D. split-barrel sampler attached to the end of a string of drilling rods is driven 18 inches into the ground by successive blows of a 140-pound hammer freely dropping 30 inches. The number of blows needed for each 6 inches of penetration is recorded. The sum of the blows required for penetration of the second and third 6-inch increments of penetration constitutes the test result or N-value. After the test, the sampler is extracted from the ground and opened to allow visual examination and classification of the retained soil sample. The N-value has been empirically correlated with various soil properties allowing a conservative estimate of the behavior of soils under load.

The tests are usually performed at 5-foot intervals. The test holes are advanced to the test elevations by rotary drilling with a cutting bit, using circulating fluid to remove the cuttings and hold the fine grains in suspension. The circulating fluid, which is a bentonitic drilling mud, is also used to keep the hole open below the water table by maintaining an excess hydrostatic pressure inside the hole. In some soil deposits, particularly highly pervious ones, NX-size flush-coupled casing must be driven to just above the testing depth to keep the hole open and/or prevent the loss of circulating fluid.

Representative split-spoon samples from the soils are brought to our laboratory in air-tight jars for further evaluation and testing, if necessary. Samples not used in testing are stored for 30 days prior to being discarded.



Appendix G

City of Winter Park Rental Facility Listing

City of Winter Park Rental Facilities

Facility	Size (square feet)	Capacity	Kitchen	Fee	Parking
Civic Center Ballroom	3355	140	Full Kitchen Available	\$2000 (Fri/Sat flat rate 11a-mid) \$1600 (Sun 2p-10p) \$160/hr M-R	Parking on Site
Civic Center Full Building	5800	250	Full Kitchen Available	\$2800 (Fri/Sat flat rate 11a-mid) \$1600 (Sun 2p-10p)	Parking on Site
Civic Center Small Room	567	40	Full Kitchen Available	\$70/hour	Parking on Site
Community Center Oak Room	1377	95	Full Kitchen Available	\$95/hour	Parking on Site, Public parking available
Community Center Elm Room	1581	108	NA	\$95/hour	Parking on Site, Public parking available
Community Center Cedar Room	1080	74	NA	\$65/hour	Parking on Site, Public parking available
Community Center Cypress Room	936	66	NA	\$65/hour	Parking on Site, Public parking available
Community Center Half Ballroom	2958	200	Full Kitchen Available	\$1225 (Fri-Sun flat rate 4p-mid) \$210/hr	Parking on Site, Public parking available
Community Center Ballroom	6500	350	Full Kitchen Available	\$1575 (Fri-Sun flat rate 4p-mid) \$325/hr	Parking on Site, Public parking available
Community Center Activity Room	900	40	Full Kitchen Available	\$65/hour	Parking on Site, Public parking available
Azalea Lane Recreation Center East Room	900	30	Catering Kitchen	\$50/hour	Parking on Site
Azalea Lane Recreation Center West Room	1445	70	Catering Kitchen	\$70/hour	Parking on Site
Winter Park Country Club Full Building	1500	80		\$900 (flat rate Fri/Sat 4p-mid) \$200/hr	Shared Parking with Golf Course
Lake Island Hall	1200	70	Catering Kitchen	\$80/hr	Parking on Site
Winter Park Farmers Market	2800	130	Catering Kitchen	\$1300 (flat rate Fri/Sat 4p-mid) \$140/hr (Sun-Thu)	Dedicated Parking Lot and Public Parking



Appendix H

Winter Park and Regional Services and Spaces

Winter Park Area Services and Spaces

AARP (Amer. Assoc. for Retired Persons)

- Information about available space does not apply (no space available)

Adult Continuing Education (ACE) OCPS

- Information about available space does not apply (no space available)

Albin Polasek Museum & Sculpture Gardens

- Room(s): Multiple indoor and outdoor spaces on property available for rental
- Availability: By reservation only
- Occupancy: Between 15-350, depending on the space(s) rented on the property
- Sq. footage: Varies—depends on the space(s) rented on the property
- Cost: Monday-Thursday: Between \$1,000-\$1,750 (depending on the organization and required setup); Fridays and Sundays: \$2,250; Saturdays: \$3,000

Art's Sake Acting Studios

- Information about available space does not apply (no space available)

Audubon Center for Birds of Prey

- Information about available space does not apply (no space available)

Austin's Coffee & Film – Open Mic Nights

- Space is available for rental but availability, occupancy, sq. footage, and cost are unknown. Contact Austin's Coffee & Film directly at 407-975-3364 for more information.

Cady Way Bike Trail

- Information about available space does not apply (no space available)

Casa Feliz Historic Home Museum

- Room(s): Main house + garden room available for rental
- Availability: By reservation only
- Occupancy: Between 25-120, depending on the space(s) rented on the property
- Sq. footage: Varies—depends on the space(s) rented on the property
- Cost: Between \$400-\$2,600 (pre-tax) (depending on the event, set-up needs, and day, time, and duration of event)

Center for Contemporary Dance

- Room(s): 2 dance studios
- Availability: By reservation only

- Occupancy: Unknown—Studio A dimensions: 38'x24'; Studio B dimensions: 48'x24'
- Sq. footage: Unknown—See above for studio dimensions
- Cost: Between \$35-\$95/hour (depending on the event) (discounted rates are available for 501(C)(3) organizations). Additional fees for tables/chairs may apply.

Chamberlin's Market & Café

- Information about available space does not apply (no space available)

City of Maitland

- Art & History Association

- Room(s): 5 rental spaces are available: The Chapel, Mayan Courtyard, Main Garden and the Germaine Marvel Building, as well as the Cottage at Lake Lily
- Availability: By reservation only
- Occupancy: Between 30-250, depending on the space(s) rented
- Sq. footage: Unknown
- Cost: Between \$30/hour (two hour minimum)-\$1,200/day (depending on the space(s) rented). Additional fees for tables, chairs, etc. are not included. Discounts are available to Art & History Association members and non-profit organizations.

- Civic Center

- Room(s): Multiple rooms are available for rental within the facility
- Availability: By reservation only
- Occupancy: Between 49-850, depending on the space(s) rented
- Sq. footage: For the entire facility, approximately 15,000 sq. ft.
- Cost: Between \$60/hour (two hour minimum-\$2,800 (six hour rental)—cost varies depending on the space(s) rented within the facility. Additional fees may also apply.

City of Orlando

- Beardall Senior Center

- Room(s): 2—a multipurpose room and a ballroom are available for rental
- Availability: By reservation only
- Occupancy: Between 50-150, depending on the space(s) rented
- Sq. footage: Unknown
- Cost: Between \$50-\$100/hour, depending on the space(s) rented

- Marks Street Senior Recreation Center

- Room(s): 6

- Availability: By reservation only
- Occupancy: Between 25-340, depending on the space(s) rented and the room set-up(s)
- Sq. footage: Unknown
- Cost: Between \$25-\$180/hour, depending on the space(s) rented

- **Museum of Art**

- Room(s): Multiple rooms are available for rental within the facility
- Availability: By reservation only
- Occupancy: Between 50-1,000, depending on the space(s) rented and the room set-up(s)
- Sq. footage: Unknown
- Cost: Varies. Specific pricing information can be found here:
<http://www.omart.org/uploads/RentalKit-Final%20-%20Updated%206-28.pdf>

- **Science Center**

- Room(s): Multiple spaces are available for rental within the facility
- Availability: By reservation only
- Occupancy: Unknown
- Sq. footage: 200,000
- Cost: Unknown. Specific pricing information can be found by contacting Helen Tillem, Director of Meetings and Events

- **Shakespeare Theater**

- Room(s): 7 spaces are available for rental within the facility
- Availability: By reservation only
- Occupancy: Between 69-324, depending on the space(s) rented and the room set-up(s)
- Sq. footage: Unknown
- Cost: Between \$40-\$200/hour, depending on the space(s) rented. Discounts for non-profit organizations are also available. A full pricing list can be found here:
http://www.orlandoshakes.org/pdfs/Rental_Packet.pdf

City of Winter Park

- **Community Center**

- Room(s): 6
- Availability: By reservation only

- Occupancy: Between 65-350 (depending on room(s) rented within the facility)
- Sq. footage: 38,000
- Cost: Between \$50-\$1,650 (depending on room(s) rented within the facility) (discounts for City residents, CRA District residents and non-profit agencies are also available)

- **Farmer's Market**

- Room(s): 1 (additional outdoor space is available)
- Availability: By reservation only
- Occupancy: 140
- Sq. footage: 2,800
- Cost: Hourly reservations are available during the week (Monday-Thursday) for \$140/hour (2 hour minimum). Reservations for weekend days (Friday-Sunday) are available for \$1,300/day. Weekend reservations are from 4:00 p.m.- midnight on Fridays and Saturdays, and 2:00 p.m.-10:00 p.m. on Sundays

- **Parks & Recreation**

- Room(s): Multiple indoor and outdoor facilities/spaces are available for rental
- Availability: By reservation only
- Occupancy: Varies
- Sq. footage: Unknown
- Cost: Varies. A full pricing list for the different facilities/spaces available can be found here: <https://cityofwinterpark.org/departments/parks-recreation/rental-facilities/>

- **Rachel D. Murrah Civic Center**

- Room(s): Numerous rooms/setups available
- Availability: By reservation only
- Occupancy: 40-200
- Sq. footage: 5,800
- Cost: Between \$70-\$160/hour on weekdays (Monday-Thursday), and between \$1,600-\$2,800 for reservations on weekend days (depends upon room(s) chosen, times, etc.)

- **Sports Fields**

- Field(s): 10 fields are available for rental
- Availability: By reservation only

- Occupancy: Not applicable
- Sq. footage: Unknown
- Cost: Between \$29-\$52/hour (a full pricing list for the different fields can be found here: <http://cityofwinterpark.org/docs/departments/parks-recreation/Fields.pdf>). Additional fees for field linings apply.

Crealdé School of Art

- Information about available space does not apply (no space available)

Enzian Theatre

- Room(s): Theater and accompanying facilities are available for rental
- Availability: By reservation only
- Occupancy: 200
- Sq. footage: Unknown
- Cost: Rates vary, but start at \$250/hour with a two hour minimum

- Brouhaha Film & Video Showcase

- Information about available space does not apply (no space available)

- Central Florida Jewish Film Festival

- Information about available space does not apply (no space available)

- Florida Film Festival

- Information about available space does not apply (no space available)

- Southeast Asian Film Festival

- Information about available space does not apply (no space available)

Faith Communities

- All Saints Episcopal Church

- Room(s): The church is available to parishioners for baptisms, weddings, and funerals
- Availability: By reservation only
- Occupancy: Unknown
- Sq. footage: Unknown
- Cost: Unknown—contact the church at 407-647-3413 for more information

- **Bethel Missionary Baptist Church**
 - Information about available space is unavailable. Contact the church directly at 407-629-5741 for additional information.
- **Calvary Assembly of God**
 - Room(s): Multiple spaces are available for rental
 - Availability: By reservation only
 - Occupancy: Over 5,000
 - Sq. footage: Unknown
 - Cost: Unknown (see <http://www.calvaryorlando.org/facilities/index.html>, or call 407-644-1199 ext.8138 for additional information)
- **First Baptist Church**
 - Information about available space is unavailable. Contact the church directly at 407-644-3061 for additional information.
- **First Christian Church of Winter Park**
 - Information about available space is unavailable. Contact the church directly at 407-644-5060 for additional information.
- **First Congregational Church**
 - Information about available space is unavailable. Contact the church directly at 407-647-2416 for additional information.
- **First United Methodist Church**
 - Information about available space is unavailable. Contact the church directly at 407-644-2906 for additional information.
- **Flowers Temple Church of God**
 - Information about available space is unavailable.
- **The Life Center Church (Eatonville)**
 - Information about available space is unavailable. Contact the church directly at 407-628-3229 for additional information.
- **Macedonia Missionary Baptist Church (E)**
 - Information about available space is unavailable. Contact the church directly at 407-647-8034 for additional information.

- **Mt. Moriah Missionary Baptist**
 - Information about available space is unavailable.
- **St Margaret Mary Catholic Church**
 - Information about available space is unavailable. Contact the church directly at 407-647-3392 for additional information.
- **New Fellowship Church of God**
 - Information about available space is unavailable.
- **New Warner Chapel Primitive Baptist**
 - Information about available space is unavailable. Contact the church directly at 407-644-3233 for additional information.
- **Patmos Chapel Seventh Day Adventist**
 - Information about available space is unavailable. Contact the church directly at 407-629-7005 for additional information.
- **Prayer Mission Church of God in Christ**
 - Information about available space is unavailable.
- **St Lawrence AME Church (E)**
 - Information about available space is unavailable. Contact the church directly at 407-619-4652 for additional information.
- **United Church of God by Faith**
 - Information about available space is unavailable. Contact the church directly at 407-629-9560 for additional information.
- **Ward Chapel African Methodist Episcopal**
 - Information about available space is unavailable. Contact the church directly at 407-628-1602 for additional information.

Florida Writer's Group

- Information about available space does not apply (no space available)

Full Circle Yoga

- Information about available space does not apply (no space available)

Global Peace Film Festival

- Information about available space does not apply (no space available)

Hannibal Square Heritage Center

- Information about available space does not apply (no space available)

Holocaust Memorial Resource & Education Center (Maitland)

- Information about available space does not apply (no space available)

Ideal Women's Club

- Information about available space does not apply (no space available)

(Roth) Jewish Community Center of Greater Orlando (Maitland)

- Room(s): 14 indoor and outdoor spaces/facilities are available for rental on the property
- Availability: By reservation only
- Occupancy: Unknown
- Sq. footage: Unknown
- Cost: Unknown. For additional information about occupancy, sq. footage, and cost, contact the Jewish Community Center directly at 407-645-5933.

Latin Music Institute

- Information about available space does not apply (no space available)

Leu Gardens

- Room(s): 4 rooms/spaces are available for rental
- Availability: By reservation only
- Occupancy: Between 14-180, depending on the space(s) rented
- Sq. footage: Unknown
- Cost: Between \$50/hour-\$750/four hours—rates vary depending on the day/time of the event. For additional information, visit <http://www.leugardens.org/rental-information/> or call 407-246-2620.

- Bromeliad Society of Central Florida

- Information about available space does not apply (no space available)

- Camellia Society of CF

- Information about available space does not apply (no space available)

- CF Anthropological Society

- Information about available space does not apply (no space available)

- **CF Orchid Society**
 - Information about available space does not apply (no space available)
- **CF Rose Society**
 - Information about available space does not apply (no space available)
- **Florida Native Plant Society (Tarflower Chapter)**
 - Information about available space does not apply (no space available)
- **Florida Trail Association**
 - Information about available space does not apply (no space available)
- **Herb Society of Central Florida**
 - Information about available space does not apply (no space available)
- **Ikebana International Chapter 132**
 - Information about available space does not apply (no space available)
- **Orange Audubon Society**
 - Information about available space does not apply (no space available)
- **Organic Growers**
 - Information about available space does not apply (no space available)
- **Orlando Area Historical Rose Society**
 - Information about available space does not apply (no space available)
- **Sierra Club, Central Florida Chapter**
 - Information about available space does not apply (no space available)
- **Tropical Fruit Club of CF**
 - Information about available space does not apply (no space available)

(The) Mayflower Retirement Community

- Information about available space is unavailable. Call 407-672-1620 for more information.
- **Mayflower Toastmasters**

- Information about available space does not apply (no space available)

Mead Gardens

- Room(s): 5 facilities/spaces are available for rental at Mead Gardens
- Availability: By reservation only
- Occupancy: Varies depending on the space(s) rented
- Sq. footage: Varies depending on the space(s) rented
- Cost: Unknown. See <http://www.meadgarden.org/facilities> for additional information.

Mennello Museum Of American Art

- Information about available space is unavailable. Call 407-246-4278 for more information.

Morse Museum of American Art

- Information about available space does not apply (no space available)

Orange County Regional History Center

- Information about available space is unavailable. Call 407-836-8585 for more information.

Orlando Film Festival

- Information about available space does not apply (no space available)

Orlando Latin American Film Festival

- Information about available space does not apply (no space available)

Rollins College

- According to their website, Rollins College facilities and grounds are primarily designed and reserved for supporting the educational mission of the college. In some cases, however, the facilities and grounds may also be made available to outside entities for approved purposes. For additional information on available space, occupancy, sq. footage, cost, etc., email Sudie Eisenbarth at seisenbarth@rollins.edu.

University Club of Winter Park

- Room(s): Multiple rooms are available for rental within the facility
- Availability: By reservation only
- Occupancy: Between 14-200, depending on the space(s) rented within the facility and room set-up(s)
- Sq. footage: Unknown

- Cost: Rates vary depending on the space(s) rented within the facility, as well as the room set-ups, and day/time of event. Rates start at \$15/hour and go up to \$1,000 for rental of the ballroom for a dinner or reception. For additional information, call 407-644-6149.

Valencia College, Winter Park

- Information about available space does not apply (no space available)

Winter Park Autumn Art Festival

- Information about available space does not apply

Winter Park Chamber of Commerce

- Information about available space does not apply (no space available)

- Winter Park Welcome Center

- Information about available space does not apply (no space available)

Winter Park Garden Club

- Room(s): The facility has several rooms and a kitchen (individual room rental is not available)
- Availability: By reservation only
- Occupancy: Up to 175
- Sq. footage: 3,000
- Cost: Rates vary. Detailed rate information can be found by visiting: <http://winterparkgardenclub.com/rental-information/> or by calling 407-644-5770.

Winter Park History Museum

- Information about available space does not apply (no space available)

Winter Park Playhouse

- Information about available space does not apply (no space available)

Woman's Club of Winter Park

- Room(s): Main ballroom plus additional rooms for buffet and beverage service areas are available for rental
- Availability: By reservation only
- Occupancy: Between 120-150, depending on the event and set-up
- Sq. footage: Unknown
- Cost: Unknown. Contact 407-644-2237 for availability, pricing, and further information.

YMCA of Central Florida

- Crosby Family YMCA

- Information about available space does not apply (no space available)

- YMCA Lakemont

- Information about available space does not apply (no space available)

Winter Park Public Library

- Room(s): 3 (Community Room, Conference Room, and Melanson Room)
- Availability: Available to the public for rental during all Library operating hours
- Occupancy: 60 (Community Room), 16 (Conference Room), and 30 (Melanson Room)
- Sq. footage: 2,436 (combined square footage of all three meeting rooms)
- Cost: Community Room: \$800/day or \$100/hour (2 hour minimum), Conference Room: \$400/day or \$50/hour (2 hour minimum), Melanson Room: \$480/day or \$60/hour (2 hour minimum)

Central Florida Acoustic Guitar Players

- Information about available space does not apply (no space available)

Storytellers of Central Florida

- Information about available space does not apply (no space available)

Winter Park Sidewalk Art Festival

- Information about available space does not apply (no space available)

Winter Park Tech

- Information about available space is unavailable. Contact Winter Park Tech directly at 407-622-2900 for additional information.

Winter Park Tennis Center

- Information about available space is unavailable. Contact the Winter Park Tennis Center directly at 407-599-3445 for additional information.

Winter Park Toastmasters

- Information about available space does not apply (no space available)

Zora Neale Hurston National Museum of Fine Arts

- Space may be available for rental but availability, occupancy, sq. footage, and cost are unknown. Contact the Zora Neale Hurston National Museum of Fine Arts at 407-647-3307 for more information.

- **Festival of the Arts & Humanities**

- Information about available space does not apply (no space available)



Appendix I

Letter of Support—Valencia

VALENCIA COLLEGE

May 1, 2015

Sam Stark
President and CEO
Massey Communications
1736 33rd Street
Orlando, FL 32839

Dear Mr. Stark:

It has come to my attention that you are chairing a task force to evaluate future options for the location and development of the Winter Park Library and that one of the sites under consideration is on Morse Boulevard adjacent to Valencia's Winter Park Campus. I would like to offer just a preliminary comment on this option for your consideration.

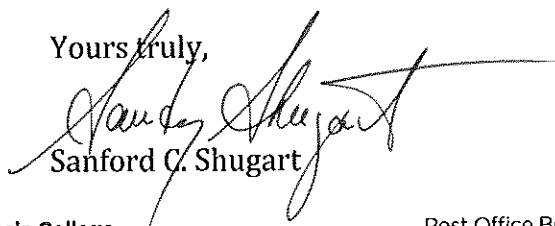
Valencia College has operated successfully on this site in Winter Park for nearly twenty years. In this time, we have grown to serve some 3,000 students per semester in our attractive and modestly scaled building of just over 50,000 square feet. We love this location and enjoy serving residents from every neighborhood of Winter Park. We are here for the long-term, although our capacity at this site is fully absorbed, so we will be unable to grow with the community.

We view the possibility of the library relocating to Morse Boulevard very positively. At the very least, we believe it will be a great neighbor and provide services that are congenial to our mission. And there may well be synergies in our operations and programming that would be beneficial to both of our missions. These can be explored further if the site is recommended by your task force and approved by the City Council.

I must add that we love Martin Luther King Park and believe a tastefully designed 21st century library could do much to enhance and activate this beautiful green-space, further connecting it to the community.

We look forward to your recommendations. If I can provide any further information to you, please do not hesitate to call.

Yours truly,



Sanford C. Shugart



Appendix J

Education and Enrichment Opportunities for
Children

Education and Enrichment Opportunities for Children

Name	Website	age 0-5	K-5	Programs	Services	Events	Free
JCC of Greater Orlando	https://www.orlandojcc.org/	X	X	X	X	X	
Aloma Elementary - Extended Day	https://www.ocps.net/lc/east/eal/Pages/default.aspx		X	X			
Brookshire Elementary - Extended Day	https://www.ocps.net/lc/east/ebr/Pages/default.aspx		X	X			
Domerich Elementary - Extended Day	https://www.ocps.net/lc/east/edo/Pages/default.aspx		X	X			
Lakemont Elementary - Extended Day	https://www.ocps.net/lc/east/elk/Pages/default.aspx		X	X			
Princeton Elementary-Extended Day/YMCA	https://www.ocps.net/lc/north/epr/Pages/default.aspx		X	X			
All Saints	http://www.allsaintswp.com/	X		X	X	X	
Bishop Moore	http://www.bishopmoore.org/site/default.aspx?PageID=1			X	X	X	
Geneva School-Afterschool Care	http://www.genevaschool.org/	X	X	X		X	
International Community School	http://icsfla.org/index.html	X	X	X		X	
Jewish Academy of Orlando	http://www.jewishacademyorlando.org/		X	X	X	X	
Lake Highland	http://www.lhps.org/lhps/HOME.aspx	X	X	X		X	
Maitland Montessori	http://www.maitlandmontessori.org/	X	X	X			
Park Maitland-Aftercare	http://www.parkmaitland.org/	X	X	X			
St. Margaret Mary Catholic school	http://www.smmknight.org/	X	X	X		X	
Trinity Preparatory	http://www.trinityprep.org/		X	X	X	X	
Winter Park Presbyterian	http://www.winppc.org/Joomla25/	X		X	X	X	
Killarney elementary-extended day	https://www.ocps.net/lc/north/eki/Pages/default.aspx		X			X	
Audabon Park	https://www.ocps.net/lc/east/eau/Pages/default.aspx	X	X	X	X	X	
Alpha Christian Academy	http://www.alphachristianacademy.com/	X	X	X		X	
The Parke House Academy	http://theparkehouseacademy.com/	X	X	X	X	X	
Conductive Education Center of Orlando	http://www.cecfi.org/Programs/FullSchoolDay.aspx	X	X	X	X	X	
Childtime	ask evelyn						
Winter Park Day Nursery	http://winterparkdaynursery.org/about-us/	X		X		X	
Monarch Learning Academy-extended care	https://monarchlearningacademy.com/		X	X		X	
Lisa Maile School	http://www.lisamaile.com/	X	X	X			
Crealde School of Art	http://www.crealde.org/	X	X	X		X	
United Faith Private School	http://www.unitedfaithprivateschool.com/		X	CALL-N-ASK	CALL-N-ASK	CALL-N-ASK	
first congregational church preschool kindergarten	http://www.fccwp.org/	X	X	X	X	X	
Circle Christian School	http://circlechristianschool.org/	X	X	X		X	
The learning tree	http://www.firstbaptistwinterpark.com/children.html	X			X	X	
First United Methodist Preschool	http://fumcwp.org/	X	X	X		X	
Central Christian Academy	http://accres-inc.com/cca/		X				
Master Class Academy		X	X	X	CALL-N-ASK	X	
Walden Community School	http://www.waldencommunityschool.com/index.php	X	X	X	X	X	
Rollins College Early Childhood Program	http://www.rollins.edu/child-development-student-research-center/early-childhood-program/index.htm						
Lil 500 Go-Karts	http://www.lil500.com/		X		CALL-N-ASK	CALL-N-ASK	
Bach Festival Society of Winter Park	http://www.bachfestivalflorida.org/	CALL-N-ASK	CALL-N-ASK	X		X	
Enzian Theater	http://www.enzian.org/	X	X	X		X	mes Popcorn Flicks
Childrens Art Festival							
Albin Polasek Museum and Sculpture Gardens	http://www.polasek.org/	X	X	X		X	
The Charles Hosmer Morse Museum of American Art	http://www.morsemuseum.org/	X	X	X		X	
Scenic Boat Tour	http://www.scenicboatours.com/	X	X		X		
Aloma Bowl	http://www.alomabowlingcenters.com/aloma/	X	X		X	X	



Appendix K

Education and Enrichment Opportunities for
Teens

Education and Enrichment Opportunities for Teens

Name	Website	Description	Free?	Notes
Agape Counseling Center	http://www.agapeacc.com/	Christian-based life counseling	No	
Aikido Orlando Dojo	http://www.aikiorlando.com/aikido-classes-kids	Teen martial arts classes	No	
Another Chance Counseling	http://anotherchancecounselingcenter.com/	Alcohol/substance abuse counseling	No	
Babe Ruth League	http://www.winterparkbaberuth.com/	Baseball and softball for kids and teens	No	
Bach Festival Youth Choir	http://www.bachfestivalflorida.org/outreach/youth-choir	Youth choir	No	
Big Brothers Big Sisters of Central Florida	http://www.bbbscf.org/site/c.clKWlcOUlU6H/b.6368025/k.DF8/Big_Bro	Mentoring programs	Yes	
Center for Contemporary Dance	http://www.thecenterfordance.org/	Musical theater dance camp, summer intensives, special needs classes, pre-professional studies, voice & music instruction	No	
Chad Von Dette Self-Defense & Martial Arts	http://www.chadvondette.com/#!/for-teenagers/c11k6	Self defense class for teens	No	
Crealde School of Art	http://www.crealde.org/yap.html	Young Artist Program - drawing, ceramics, sculpture, photography, printmaking, mixed-media classes	No	
Darwin Fitness	http://darwin-fitness.com/personal-training-for-children-and-teenagers	Personal training	No	
Dojo Karate Center	http://www.thedojokaratecenters.com/school-tour/baldwin-park-sched	Karate classes	No	
EZ Learning Driving School	http://www.orlandofloridadrivingschool.com/	Driving school & traffic school	No	
Florida Symphony Youth Orchestra	https://orlandophil.org/youth-orchestras/	Youth orchestra	No	
Goldenrod Recreation Center	http://orlandomagicocflgyms.net/yahoo_site_admin/assets/docs/Youth	Free youth membership, (gym & game room); fee programs in boxing, cheerleading, flag football, volleyball, magic, karate	Yes/No	
Hands On Orlando	http://www.hansonorlando.com/Join	Volunteer opportunities	Yes	
Jewish Community Center, Maitland	https://www.orlandojcc.org/youth/camp_j_tayarim_grades_6_9	Summer Camp and other activities	No	
Lifeskills	http://lifeskillscenter.com/teens-and-adults/	Work with SPD disorder, occupational and speech/language therapies, sensory integration treatment & evaluations	No	
Lighthouse Baptist Church	http://www.lbcwinterpark.com/youth	Bi-weekly activities, choir, outreach, teen conference VBS	Yes	
Lisa Maile Modeling School	http://www.lisamaile.com/maile-school-acting-modeling-image-program	Programs in acting, modeling, monologue & scene study, image & confidence development	No	
NRG-Dance Studios	http://nrg-dancestudios.weebly.com/	Ballet, tap, jazz, hiphop, lyrical, modern, cheer/tumbling, expressive dance classes	No	
Orlando Repertory Theatre Youth Academy	http://www.orlandorep.com/season/fall/	Youth Theatre	No	
Pace	http://www.pacecenter.org/centers/orange	Non-residential, gender-specific program for girls who are experiencing difficulty or conflict in school or at home. Small classroom settings, course recovery, one-on-one instruction, self-pace on-line learning, traditional classroom instruction, GED track, Workforce Certification, Better Grades, Leadership Skills, Life Skills, Microsoft Professional Certification, Food Handling & Safety Certification, resume writing & job interview skills	??	
Rollins College Educational Talent Search	http://www.rollins.edu/pre-collegiate-programs/talent-search/index.htm	College prep classes for high-achieving students.	Yes	Starts in 6th grade
Rollins College Summer Camp	http://www.rollins.edu/summer-camp/index.html	Summer Camp	No	More for kids/tweens
Rollins College Upward Bound	http://www.rollins.edu/pre-collegiate-programs/upward-bound/index.htm	Pre-collegiate preparation for first generation and/or low income students.	Yes	Starts in 9th grade

		Counseling or Therapy for ADHD, ODD, Anxiety, Mood Disorders, Depression by Expert Therapists and Counselors	
Total Life Counseling	http://www.totallifecounseling.com/services-therapy-orlando-florida-cl	in Winter Park	No
Victory Martial Arts	http://www.victoryma.com/programs/	Teen martial arts classes	No
		Teen night (Fridays), Midnight Basketball (Saturdays), Girls on Fire group (Saturdays)	Yes
Winter Park Community Center	http://cityofwinterpark.org/departments/parks-and-recreation/recreation		
YMCA of Central Florida	http://ymcacentralflorida.com/activity-schedule-search/camp/	Various summer camp opportunities	No
		Summer leadership program, "designed to help students develop new leadership skills and expose them to opportunities for leadership within our community."	
		"Session topics include team building, arts and culture in Winter Park, media and communications, law and government and a day for career exploration and mentoring."	
Youth Leaders -- Winter Park Chamber of Commerce	http://www.winterpark.org/content/youth-leaders		No



Appendix L

Education and Enrichment Opportunities for
Adults

	Education and Enrichment Opportunities for Adults			
Name	what	where	who	
Adult Continuing Education (ACE) OCPS	Highly-qualified instructors for health sciences, information technology, digital/m	Five campuses (including Winter Park Tech).	Adults	
Agape Counseling Center	Christian-based life counseling		Teens	
Aikido Orlando Dojo	Teen martial arts classes		Teens	
Albin Polasek Museum	Sculpture museum and garden. Preserve the works of Czech sculptor Albin Polas	633 Osceola Ave • Winter Park, FL 32789	Adults and children	
All Saints Episcopal Church	Episcopal church, supports many charities. Programs, services, and events for ch	338 E. Lyman Ave • Winter Park, FL 32789 • 407.647.3413	Adults and children	
Aloma Bowl	Services for children aged 0-12.		Children	
Aloma Elementary - Extended Day	Programs for children in grades K-5		Children	
Alpha Christian Academy	Programs and events for children in grades K-5.		Children	
Annie Russell Theatre	Owned by Rollins and named after a British stage actress. It is the longest-runni	1000 Holt Ave – 2735 • Winter Park, FL 32789 • 407-646-2145 • annieboxo	Adults	
Another Chance Counseling	Alcohol/substance abuse counseling		Teens	
Art's Sake Acting Studios	Film acting classes	680 Clay St. • Winter Park, FL 32789 • 407-629-4800 • arts_sake@hotmail.	Adults	
Audabon Park	Programs, services, and events for children in grades K-5.		Children	
Audubon Center for Birds of Prey	Bird sanctuary. Events related to education about wild birds of prey.	1101 Audubon Way • Maitland, FL 32751 • 407-644-0190	Adults and children	
Austin's Coffee & Film	Coffee bar featuring live bands, art shows, independent films, live comedy, poetr	929 W. Fairbanks Ave • Winter Park, FL 32789 • 407-975-3364	Adults	
Babe Ruth League	Baseball and softball for kids and teens		Teens	
Bach Festival Society of Winter Park	Offer annual Bach Festival, Choral Masterworks and visiting artists performances	1000 Holt Ave – 2763 • Winter Park, FL 32789 • 407-646-2182	Adults and children	
Beardall Senior Center	Run by Orlando's Parks & Rec department. Offers recreational, fitness, cultural, a	800 South Delaney Ave • Orlando, FL 32801 • 407-246-4440	Seniors	
Bethel Missionary Baptist Church	Worship, outreach, classes.	425 W. Welbourne Ave • Winter Park, FL 32789 • 407-629-5741	Adults and Children	
Big Brothers Big Sisters of Central Florida	Mentoring programs		Teens	
Bishop Moore	Programs, services, and events for children.		Children	
Bromeliad Society of Central Florida	Encourages the exchange of info, public interest and education about bromeliads	PO Box 536961 • Orlando, FL 32853-6961 • 407-348-2139	Adults	
Brookshire Elementary - Extended Day	Programs for children in grades K-5		Children	
Calvary Assembly of God	Bible studies, choir, support groups, charitable works	1199 Clay Street • Winter Park, FL 32789 • 407-644-1199	Adults and children	
Camellia Society of Central Florida	Members are interested in growing, propagating and learning more about camell	P.O. Box 325 • Plymouth, FL 32768 • 407-886-7917	Adults	
Casa Feliz Historic Home Museum	Historic home. Site for weddings, banquets, etc. Annuals events: Christmas at th	656 N. Park Ave • Winter Park, FL 32789 • 407-628-8200	Adults (and children for Christmas at the C	
Center for Contemporary Dance	Nonprofit arts organization and production center for professional dance perform	3580 Aloma Ave #7 • Winter Park FL 32792 • 407-695-8366	Adults	
Center For Lifelong Learning	Part of Rollins College Hamilton Holt School. Mainly geared for working and retir	1000 Holt Ave – 2725 • Winter Park, FL 32789-4499 • 407-646-1577 • lifelo	Adults	
Central Christian Academy	Programs for children		Children	
Central Florida Acoustic Fingerstyle Guitar	Musicians of all levels an styles of acoustic fingerstyle guitar share their passion	WPPL 460 E. New England Ave • Winter Park, FL 32789 • 407-982-4819 • w	Adults	
Central Florida Anthropological Society	A non-profit organization dedicated to the study and preservation of Florida's pre	P.O. Box 948003 • Maitland, FL 32794 • 407-492-5421 • centralflorida.fas@	Adults	
Central Florida Jewish Film Festival	A cinematic celebration of Jewish life, culture and history, co-presented with the	at Enzian Theater (600 St. Andrews Blvd. • Winter Park, FL 32792 • 407-671	Adults and children	
Central Florida Orchid Society	Extends the knowledge, production, use, and appreciation of orchids as well as p	407-695-1297 • florchidsociety@gmail.com	Adults	
Central Florida Rose Society	Monthly meetings feature knowledgeable speakers covering many aspects of ros	111 N. Silver Cluster Court • Longwood, FL 32750 • 407-721-9852	Adults	
Chad Von Dette Self-Defense & Martial Arts	Self defense class for teens		Teens	
Chamberlins Market & Cafe	A full service natural foods grocery market. Offers continued education and spec	430 N. Orlando Ave • Winter Park, FL 32789 • 407-647-6661	Adults and children	
Childrens Art Festival	Programs for children		Children	
Circle Christian School	Programs and events for children aged 0-12.		Children	
City of Winter Park Community Center	Amenities include a fitness center, two basketball courts, media center, banquet,	721 W. New England Ave • Winter Park, FL 32789 • 407-599-3275	Adults and children.	
Community School of Music	Provides private instruction of music to all ages and is a charter member of the N	1000 Holt Ave - 2371 • Winter Park, FL 32789 • 407-646-1507	Adults and children	
Conductive Education Center of Orlando	Programs, services, and events for children aged 0-12.		Children	
Cornell Fine Arts Museum	Houses the only European Old Masters collection in the area, a sizable American	1000 Holt Ave • Winter Park, FL 32789 • 407-646-2526 • info@rollins.edu	Adults and children	
Cradle School of Art	Nonprofit community arts offering 100+ visual arts classes and humanities-based	600 St. Andrews Blvd • Winter Park, FL 32792 • 407-671-1886	Adults and children	
Crosby Family YMCA	Fitness center	2005 Mizell Ave • Winter Park, FL 32792 • 407-644-3606	Adults and children	

Darwin Fitness	Personal training		Teens	
Dojo Karate Center	Karate classes		Teens	
Domerich Elementary - Extended Day	Programs for children in grades K-5		Children	
Enzian Theatre	Full-time alternative cinema, home of Eden Bar and the Florida Film Festival.			
EZ Learning Driving School	Driving school & traffic school		Teens	
First Baptist Church	Bible studies, choir, support groups, charitable works	1021 N. New York Ave • Winter Park, FL 32789 • Phone	Adults and children	
First Christian Church of Winter Park	Bible studies, choir, support groups, charitable works	1140 S. Lakemont Ave • Winter Park, FL 32792 • 407-644-5060	Adults and children	
First Congregational Church	Bible studies, choir, support groups, charitable works	225 S. Interlachen Ave • Winter Park, FL 32789 • 407-647-2416	Adults and children	
First United Methodist Church	Bible studies, choir, support groups, charitable works	125 N. Interlachen Ave • Winter Park, FL 32789 • 407-644-2906 • info@furnet.org	Adults and children	
First United Methodist Preschool	Services and events for children aged 0-5.		Children	
Florida Film Festival	Ten days of 170 films and events and mingling with filmmakers and celebrities.	1300 South Orlando Ave • Maitland, FL 32751 • 407-629-1088	Adults	
Florida Native Plant Society	Promotes the preservation, conservation and restoration of native plants via field trips	321-271-6702 • info@fnps.org	Adults	
Florida Symphony Youth Orchestra	Youth orchestra		Teens	
Florida Trail Association – Central Florida chapter	Maintains part of the Florida National Scenic Trail. Also provides educational and interpretive programs	415 Lakepointe Drive #104 • Altamonte Springs, FL 32701	Adults and children	
Flowers Temple Church of God	Bible studies, choir, support groups, charitable works	733 W Lyman Ave • Winter Park Florida 32789 • 407-644-8408	Adults and children	
Full Circle Yoga	Yoga studio, offers teacher training courses.	972 B & C Orange Ave • Winter Park, FL 32789 • 407-644-3288 • christine@fullcircleyoga.com	Adults	
Geneva School-Afterschool Care	Programs and events for children aged 0-12.		Children	
Global Peace Film Festival	Presents films from around the world, educational panel discussions relating to peace	P.O. Box 3310 • Winter Park, FL 32790-3310 info@peacefilmfest.org	Adults	
Goldenrod Recreation Center	Free youth membership, (gym & game room); fee programs in boxing, cheerleading, flag football, volleyball, magic, karate		Teens	
Hamilton Holt School	Evening-only classes towards various degrees.	1000 East Lyman Ave Box 2725 • Winter Park, FL 32789 • 407-646-2232	Adults	
Hands On Orlando	Volunteer opportunities		Teens	
Hannibal Square Heritage Center	Offers a Visiting Exhibition Series, community-created public art installations and programs	642 West New England Ave • Winter Park, FL 32789 • 407-539-2680	Adults and children	
Holocaust Memorial Resource & Education Center	Dedicated to combating anti-Semitism, racism and prejudice. Houses permanent exhibit	851 N Maitland Ave • Maitland, FL 32751 • 407-628-0555	Adults and children	
Ideal Women's Club		141 S. Pennsylvania Ave • Winter Park, FL 32789 • 407-644-4421	Adult women	
Ikebana International Chapter 132	Chapter members &/or invited experts present programs to learn Ikebana and its history	407-797-7337 • ricarrasco@aol.com • ricbansho@ikebanabanmishofu.com	Adults	
International Community School	Programs and events for children aged 0-12.		Children	
JCC of Greater Orlando	Programs, services, and events for children aged 0-12.		Children	
Jewish Academy of Orlando	Programs, services, and events for children in grades K-5.		Children	
Jewish Community Center, Maitland	Summer Camp and other activities		Teens	
Killarney elementary-extended day	Events for children in grades K-5		Children	
Lake Highland	Programs and events for children aged 0-12.		Children	
Lakemont Elementary - Extended Day	Programs for children in grades K-5		Children	
Latin Music Institute	Lessons for guitar, piano, violin, drums, voice, Latin percussion, flute, clarinet, saxophone	6586 University Blvd • Winter Park, FL 32792 • 407-673-2462 • info@newworldmusic.com	Adults and teens	
Leu Gardens	50-acres of garden plus the Leu House Museum	1920 North Forest Ave • Orlando, FL • 407-246-2620	Adults and children	
Life Center Church	Bible studies, choir, support groups, charitable works	63 E. Kennedy Blvd • Eatonville, FL 32751 • 407-628-3229	Adults and children	
Lifeskills	Work with SPD disorder, occupational and speech/language therapies, sensory integration treatment & evaluations		Teens	
Lighthouse Baptist Church	Bi-weekly activities, choir, outreach, teen conference VBS		Teens	
Lil 500 Go-Karts	Programs for children		Children	
Lisa Maile Modeling School	Programs in acting, modeling, monologue & scene study, image & confidence development		Teens	
Macedonia Missionary Baptist Church	Bible studies, choir, support groups, charitable works	412 E. Kennedy Boulevard • Eatonville, FL 32751 • 407-647-0010	Adults and children	
Maitland Montessori	Programs for children aged 0-12.		Children	
Marks Street Senior Recreation Center	Run by Orlando's Parks & Rec department. Offers recreational, fitness, cultural, and educational programs	99 E Marks Street • Orlando, FL 32803 • 407-254-1066	Seniors	
Master Class Academy	Programs and events for children aged 0-12.		Children	
Mayflower Toastmasters	Club designed to help members improve communication skills. Members give speeches	1620 Mayflower Court • Winter Park, FL 32792 • 407-672-1620	Adults	
Mead Gardens	Protects, restores, beautifies and advocates gardening to the community. Offers tours	1500 S. Denning Drive • Winter Park, FL 32789 • 407-765-6323	Adults and children	

Mennello Museum of American Art	Exhibits feature American art of all genres and time periods plus a permanent collection	900 East Princeton St • Orlando, FL 32803 • 407-246-4278	Adults and children	
Monarch Learning Academy-extended care	Programs and events for children aged 0-12.		Children	
Morse Museum of American Art	Comprehensive collection of works by Louis Comfort Tiffany plus American art collection	445 North Park Ave • Winter Park, FL 32789 • 407-645-5311	Adults and children	
Mt. Moriah Missionary Baptist	Bible studies, choir, support groups, charitable works			
Museum of Art	501 (c)(3). Collects/presents local, regional, national and internationally significant art	2416 North Mills Ave • Orlando, FL • 407 896 4231 info@omart.org	Adults and children	
New Warner Chapel Primitive Baptist	Bible studies, choir, support groups, charitable works	753 West Comstock Ave • Winter Park, FL 32789 • 407-644-3233 • newwarner.org	Adults and children	
NRG-Dance Studios	Ballet, tap, jazz, hiphop, lyrical, modern, cheer/tumbling, expressive dance classes		Teens	
Orange Audubon Society	Promotes public understanding of, and an interest in, wildlife and the environment	P.O. Box 941142 • Maitland, FL 32794 • 407-637-2525	Adults and children	
Orange County Regional History Center	Houses the collection of the Historical Society of Central Florida, the Joseph L. Brinkley Collection	65 E. Central Blvd • Orlando, FL 32801 • 407-836-8500	Adults and children	
Organic Growers (Simple Living Institute)	Creates public awareness of organic issues, facilitates development of organic community	PO Box 781741 • Orlando, FL 32878 • info@simplelivinginstitute.org	Adults	
Orlando Area Historical Rose Society	Studies the historical perspectives of old roses and encourages the growth and preservation of roses	?	Adults	
Orlando Film Festival	Supports independent cinema and promotes culture and the arts in Downtown Orlando	155 South Orange Ave • Orlando, FL 32801 • dspringen@orlandofilmmfest.com	Adults	
Orlando Repertory Theatre Youth Academy	Youth Theatre		Teens	
Orlando Science Center	Provides educational opportunities including field trips, family science nights at science center	777 E. Princeton Street • Orlando, FL 32803	Adults and children	
Orlando Shakespeare Theater	Produces professional theater, develops new plays and educational experiences.	812 E. Rollins St. • Orlando, FL 32803 • 407-447-1700	Adults and children	
Pace	Non-residential, gender-specific program for girls who are experiencing difficulty or conflict in school or at home. Small classroom settings, course recovery, one-on-one instruction, self-paced on-line learning, traditional classroom instruction, GED track, Workforce Certification, Better Grades, Leadership Skills, Life Skills, Microsoft Professional Certification, Food Handling & Safety Certification, resume writing & job interview skills		Teens	
Park Maitland-Aftercare	Programs for children aged 0-12.		Children	
Patmos Chapel Seventh Day Adventist	Bible studies, choir, support groups, charitable works	821 W Swoope Ave • Winter Park, FL 32789 • 407-629-7005	Adults and children	
Philanthropy & Nonprofit Leadership Center	Part of the Rollins College Crummer Graduate School of Business. Established to provide leadership training for nonprofit leaders	200 E. New England Ave Suite 250 • Winter Park, FL 32789 • 407-975-6414	Adults	
Princeton Elementary-Extended Day/YMCA	Programs for children in grades K-5		Children	
Rachel D. Murrah Civic Center	Functions as a gathering place for events. Rates vary.	1050 West Morse Blvd. • Winter Park, FL 32789 • 407-599-3341	Adults	
Rollins College Early Childhood Program	Programs for children		Children	
Rollins College Educational Talent Search	College prep classes for high-achieving students.		Teens	
Rollins College Summer Camp	Summer Camp		Teens	
Rollins College Upward Bound	Pre-collegiate preparation for first generation and/or low income students.		Teens	
Roth Family Jewish Community Center of Greater Orlando	Preschool, after school activities, summer camp, fitness, sports, arts and community events	851 N. Maitland Ave • Maitland, FL 32781 • 407-645-5933	Adults and children	
Scenic Boat Tour	Services for children aged 0-12.		Children	
Sierra Club, Central Florida Chapter	Uses grassroots activism and community action to protect America's environment	407-679-6759	Adults	
Southeast Asian Film Festival	Showcases South Asian (India/Pakistan) culture and heritage through independent films	1300 South Orlando Ave • Maitland, FL 32751 • 407-629-1088	Adults	
Sports Fields				
St Lawrence AME Church	Bible studies, choir, support groups, charitable works	549 E Kennedy Blvd • Eatonville, FL 32751 • 407-644-1021	Adults and children	
St. Margaret Mary Catholic school	Programs for children aged 0-12.		Children	
St. Margaret Mary Church	Bible studies, choir, support groups, charitable works	526 North Park Ave • Winter Park, FL 32789 • 407-647-3392	Adults and children	
Storytellers of Central Florida	Preserves and promotes the art of storytelling. Members range from novice to professional	WPPL 460 E. New England Ave • Winter Park, FL 32789 • imagination@gmail.com	Adults	
The Charles Hosmer Morse Museum of American Art	Programs and events for children aged 0-12.		Children	
The learning tree			Children	
The Parke House Academy	Programs, services, and events for children aged 0-12.		Children	
Total Life Counseling	Counseling or Therapy for ADHD, ODD, Anxiety, Mood Disorders, Depression by Expert Therapists and Counselors in Winter Park		Teens	
Trinity Preparatory	Programs, services, and events for children in grades K-5.		Children	
Tropical Fruit Club of CF	"This is a club for anyone interested in rare tropical fruits and all things related."	president@tropicalfruitclub.org	Adults	
United Church of God by Faith	Bible studies, choir, support groups, charitable works	800 Symonds Ave • Winter Park, FL 32789 • 407-629-9560	Adults and children	

United Faith Private School	Programs and events for children		Children	
University Club of Winter Park	Members join for intellectual stimulation, community service, and fellowship. Ac	841 Park Ave North • Winter Park, FL 32789 • 407-644-6149	Adults	
Valencia College, Winter Park	Winter Park campus of Valencia College	850 W. Morse Blvd • Winter Park, FL 32789 • 407-299-5000	Adults	
Victory Martial Arts	Teen martial arts classes		Teens	
Walden Community School	Programs, services, and events for children aged 0-12.		Children	
Ward Chapel African Methodist Episcopal	Bible studies, choir, support groups, charitable works	160 S Pennsylvania Ave • Winter Park, FL 32789 • 407-628-1602 • wardcha	Adults and children	
Winter Park Autumn Art Festival	Held annually on the second weekend in October. Community-oriented sidewalk	251 S. Park Ave • Winter Park, FL 32789 • 407-644-8281	Adults and children	
Winter Park Chamber of Commerce	Develops and promotes the business climate and supports the civic, educational	151 West Lyman Ave • Winter Park, FL 32789 • 407-644-8281	Adults	
Winter Park Community Center	Teen night (Fridays), Midnight Basketball (Saturdays), Girls on Fire group (Saturdays)		Teens	
Winter Park Day Nursery	Programs and events for children aged 0-5.		Children	
Winter Park Farmer's Market	Home of Saturday Farmer's market.	200 West New England Ave • Winter Park, FL 32789 • 407-599-3341	Adults and children	
Winter Park Garden Club	Educates members and the public about gardening, horticulture, botany, landsca	1300 South Denning Drive • Winter Park, FL 32789 • 407-644-5770 • wpgar	Adults	
Winter Park History Museum	Collects, preserves, promotes and researches Winter Park history, sharing it thro	200 W. New England Ave • Winter Park, FL 32789 • 407.647.2330	Adults and children	
Winter Park Institute	Brings together leaders from various disciplines and expertise to for enlightened	231 North Interlachen Ave • Winter Park, FL 32789 • 407-691-1995	Adults	
Winter Park Parks & Recreation	Parks, recreation, facilities, activities and services. Examples of events include Di	401 South Park Ave • Winter Park, FL 32789 • 407-599-3399	Adults and children	
Winter Park Playhouse	Non-profit, professional musical theatre. Produces musical comedies, revues and	711 Orange Ave Suite C • Winter Park, FL 32789 • 407-645-0145 • mail@w	Adults and children	
Winter Park Presbyterian	Programs, services, and events for children aged 0-5.		Children	
Winter Park Sidewalk Art Festival	Juried outdoor art festival. Categories include	P.O. Box 597 • Winter Park, FL 32790-0597 • 407-644-7207 • WPSAF@yahoo	Adults and children	
Winter Park Tech	Highly-qualified instructors for health sciences, information technology, digital/m	901 Webster Ave • Winter Park, FL 32789 • 407-622-2900	Adults	
Winter Park Tennis Center	Cardio tennis, recreational and high performance tennis classes, summer camps,	1075 Azalea Lane • Winter Park, Florida 32789 • 407-599-3445 • winterpar	Adults and children	
Winter Park Toastmasters	Club designed to help members improve communication skills. Members give speeches and are evaluated.		Adults	
Winter Park Welcome Center	Offers an abundance of info about Winter Park plus the Sarah Galloway Foundati	151 West Lyman Ave • Winter Park, FL 32789 • 407-644-8281	Adults and children	
Winter With the Writers	A festival of the literary arts joins world-class writers with Rollins's creative enviro	1000 Holt Ave - 2371 • Winter Park, FL 32789 • 407.646.2666	Adults	
Woman's Club of Winter Park	Focuses on outreach, charitable giving and scholarships for students. Each meetin	419 S. Interlachen Ave • Winter Park, FL 32790 • 407-644-2237 • Info@wo	Adult women	
YMCA Lakemont	Fitness center	1201 North Lakemont Ave • Winter Park, FL 32789 • 407-644-1509	Adults and children	
YMCA of Central Florida	Various summer camp opportunities		Teens	
Youth Leaders -- Winter Park Chamber of Commerce	Summer leadership program, "designed to help students develop new leadership skills and expose them to opportunities for leadership within our community." "Session topics include team building, arts and culture in Winter Park, media and communications, law and government and a day for career exploration and mentoring."		Teens	
Zora Neale Hurston National Museum of Fine Arts	A place "in the heart of the community" to view the work of artists of African des	227 E. Kennedy Blvd • Eatonville, FL 32751 • 407-647-3307 • apec@cfl.rr.cc	Adults	



Appendix M

Possible Programming Collaborators and
Community Education Opportunities

Possible Programming Collaborators and Community Education Opportunities

Adult Continuing Education (ACE) OCPS

<http://www.reinventme.net/Pages/default.aspx>

What: Highly-qualified instructors for health sciences, information technology, digital/media arts, audio/video technologies, automotive, building construction, manufacturing and personal growth.

Where: Five campuses (including Winter Park Tech).

Who: Adults

Albin Polasek Museum

<http://www.polasek.org/>

What: Sculpture museum and garden. Preserve the works of Czech sculptor Albin Polasek, celebrates representational art and exhibiting regional and international artists. Also hosts events like the Winter Park Paint Out, concerts, art classes and is available for wedding and meeting rentals.

Where: 633 Osceola Ave • Winter Park, FL 32789 • Phone: 407-647-6294

Who: Adults and children

Art's Sake Acting Studios

<http://www.art-sake.com/art-sake.com/Home.html>

What: Film acting classes

Where: 680 Clay St. • Winter Park, FL 32789 • 407-629-4800 • arts_sake@hotmail.com

Who: Adults

Audubon Center for Birds of Prey

<http://fl.audubon.org/audubon-center-birds-prey>

What: Bird sanctuary. Events related to education about wild birds of prey.

Where: 1101 Audubon Way • Maitland, FL 32751 • 07-644-0190

Who: Adults and children

Austin's Coffee & Film

<http://www.austinscoffee.com/>

What: Coffee bar featuring live bands, art shows, independent films, live comedy, poetry.

Where: 929 W. Fairbanks Ave • Winter Park, FL 32789 • 407-975-3364

Who: Adults

Casa Feliz Historic Home Museum

<http://www.casafeliz.us/index.html>

What: Historic home. Site for weddings, banquets, etc. Annuals events: Christmas at the Casa, James Gamble Rogers II Colloquium on Historic Preservation and the Casa Parlor Series (a sequence of lectures and performances). Offers live music every Sunday afternoon.

Where: 656 N. Park Ave • Winter Park, FL 32789 • 407-628-8200

Who: Adults (and children for Christmas at the Casa)

Center for Contemporary Dance

<http://www.thecenterfordance.org/>

What: Nonprofit arts organization and production center for professional dance performances and community dance education programs. Also reaches 1,000+ Central Florida public school children

through academically-enriching performances, lecture/demonstrations and cultural dance workshops.

Where: 3580 Aloma Ave #7 • Winter Park FL 32792 • 407-695-8366

Who: Adults

Chamberlins Market & Cafe

www.chamberlins.com

What: A full service natural foods grocery market. Offers continued education and special events focusing on natural foods and snacks.

Where: 430 N. Orlando Ave • Winter Park, FL 32789 • 407-647-6661

Who: Adults and children

Beardall Senior Center

<http://www.cityoforlando.net/recreation/beardall-senior-center/>

What: Run by Orlando's Parks & Rec department. Offers recreational, fitness, cultural, and educational facilities and programs.

Where: 800 South Delaney Ave • Orlando, FL 32801 • 407-246-4440

Who: Seniors

East End Market www.eastendmkt.com

Marks Street Senior Recreation Center

<http://www.orangecountyfl.net/CultureParks/Parks.aspx?m=dtlvw&d=27#.VMuXVi7K6hM>

What: Run by Orlando's Parks & Rec department. Offers recreational, fitness, cultural, and educational facilities.

Where: 99 E Marks Street • Orlando, FL 32803 • 407-254-1066

Who: Seniors

Museum of Art

<http://www.omart.org/>

What: 501 (c)(3). Collects/presents local, regional, national and internationally significant works, develops and presents educational programs. These includes teacher professional development workshops, film programs, lectures, studio classes and lecture/luncheon programs.

Where: 2416 North Mills Ave • Orlando, FL • 407 896 4231 info@omart.org

Who: Adults and children

Orlando Science Center

www.osc.org

What: Provides educational opportunities including field trips, family science nights at schools and community centers and other outreach. Onsite exhibits, programs and labs, and giant screen films.

Where: 777 E. Princeton Street • Orlando, FL 32803 • Phone: 407-514-2000

Who: Adults and children

Shakespeare Theater

<http://www.orlandoshakes.org/>

What: Produces professional theater, develops new plays and educational experiences. Also offers

school workshops and residencies, community classes and training programs for future theater professionals.

Where: 812 E. Rollins St. • Orlando, FL 32803 • 407-447-1700

Who: Adults and children

City of Winter Park Community Center

<http://cityofwinterpark.org/departments/parks-recreation/recreation-sports/community-center/>

What: Amenities include a fitness center, two basketball courts, media center, banquet, outdoor amphitheater and a pool. Activities for seniors are free with membership card. Fitness activities for adults have small fees.

Where: 721 W. New England Ave • Winter Park, FL 32789 • 407-599-3275

Who: Adults and children.

Winter Park Farmer's Market

<http://cityofwinterpark.org/departments/parks-recreation/rental-facilities/farmers-market/>

What: Home of Saturday Farmer's market.

Where: 200 West New England Ave • Winter Park, FL 32789 • 407-599-3341

Who: Adults and children

Winter Park Parks & Recreation

<http://cityofwinterpark.org/departments/parks-recreation/>

What: Parks, recreation, facilities, activities and services. Examples of events include Dinner on the Avenue, Farmer's Market, Veterans Day Celebration, Russell Athletic Bowl Parade of Bands, Santa Visits Winter Park and Easter Egg Hunt. Also provide fitness trails, play spaces and parks.

Where: 401 South Park Ave • Winter Park, FL 32789 • 407-599-3399

Who: Adults and children

Rachel D. Murrah Civic Center

<http://cityofwinterpark.org/departments/parks-recreation/rental-facilities/rachel-d-murrah-civic-center/>

What: Functions as a gathering place for events. Rates vary.

Where: 1050 West Morse Blvd. • Winter Park, FL 32789 • 407-599-3341

Who: Adults

Sports Fields

See list of them here: <http://cityofwinterpark.org/departments/parks-recreation/recreation-sports/>

Creadle School of Art

What: Nonprofit community arts offering 100+ visual arts classes and humanities-based programs.

Where: 600 St. Andrews Blvd • Winter Park, FL 32792 • 407-671-1886

Who: Adults and children

Enzian Theatre

www.enzian.org

What: Full-time alternative cinema, home of Eden Bar and the Florida Film Festival.

Where: 1300 South Orlando Ave • Maitland, FL 32751 • 407-629-0054

Who: Adults

Central Florida Jewish Film Festival

www.enzian.org/festivals/jewish_film_festival

What: A cinematic celebration of Jewish life, culture and history, co-presented with the Jewish Community Center of Greater Orlando.

Where: at Enzian Theater (600 St. Andrews Blvd. • Winter Park, FL 32792 • 407-671-1886)

Who: Adults and children

Florida Film Festival

<http://www.floridafilmfestival.com/>

What: Ten days of 170 films and events and mingling with filmmakers and celebrities.

Where: 1300 South Orlando Ave • Maitland, FL 32751 • 407-629-1088

Who: Adults

Southeast Asian Film Festival

http://www.enzian.org/festivals/south_asian

What: Showcases South Asian (India/Pakistan) culture and heritage through independent films from across the globe. Co-presented with the Asian Cultural Association.

Where: 1300 South Orlando Ave • Maitland, FL 32751 • 407-629-1088

Who: Adults

All Saints Episcopal Church

<http://www.allsaintswp.com/>

What: Episcopal church, supports many charities. For list of charities visit

<http://www.allsaintswp.com/outreach.htm>

Where: 338 E. Lyman Ave • Winter Park, FL 32789 • 407.647.3413

Who: Adults and children

Bethel Missionary Baptist Church

What: Worship, outreach, classes.

Where: 425 W. Welbourne Ave • Winter Park, FL 32789 • 407-629-5741

Who: Adults and Children

Calvary Assembly of God

<http://calvaryorlando.org/>

What: Bible studies, choir, support groups, charitable works

Where: 1199 Clay Street • Winter Park, FL 32789 • 407-644-1199

Who: Adults and children

First Baptist Church

<http://www.firstbaptistwinterpark.com/>

What: Bible studies, choir, support groups, charitable works

Where: 1021 N. New York Ave • Winter Park, FL 32789 • Phone: 407-644-3061

Who: Adults and children

First Christian Church of Winter Park

<http://www.firstchristianchurch.com/>

What: Bible studies, choir, support groups, charitable works

Where: 1140 S. Lakemont Ave • Winter Park, FL 32792 • 407-644-5060

Who: Adults and children

First Congregational Church

<http://www.fccwp.org/>

What: Bible studies, choir, support groups, charitable works

Where: 225 S. Interlachen Ave • Winter Park, FL 32789 • 407-647-2416

Who: Adults and children

First United Methodist Church

<http://fumcwp.org/>

What: Bible studies, choir, support groups, charitable works

Where: 125 N. Interlachen Ave • Winter Park, FL 32789 • 407-644-2906 • info@fumcwp.org

Who: Adults and children

Flowers Temple Church of God

<http://www.flowerstemple-cogic.com/>

What: Bible studies, choir, support groups, charitable works

Where: 733 W Lyman Ave • Winter Park Florida 32789 • 407-644-8408

Who: Adults and children

Life Center Church

<http://shop.thelifecenter.org/store/default.aspx>

What: Bible studies, choir, support groups, charitable works

Where: 63 E. Kennedy Blvd • Eatonville, FL 32751 • 407-628-3229

Who: Adults and children

Macedonia Missionary Baptist Church

<http://www.mdonia.org/home.html>

What: Bible studies, choir, support groups, charitable works

Where: 412 E. Kennedy Boulevard • Eatonville, FL 32751 • 407-647-0010

Who: Adults and children

Mt. Moriah Missionary Baptist

What: Bible studies, choir, support groups, charitable works

Where: 421 S. Pennsylvania Ave • Winter Park, FL • 407-644-3818

Who: Adults and children

St. Margaret Mary Church

<http://www.stmargaretmary.org/>

What: Bible studies, choir, support groups, charitable works

Where: 526 North Park Ave • Winter Park, FL 32789 • 407-647-3392

Who: Adults and children

New Warner Chapel Primitive Baptist

<http://newwarnerchapelpbchurch.com/>

What: Bible studies, choir, support groups, charitable works

Where: 753 West Comstock Ave • Winter Park, FL 32789 • 407-644-3233 • newwarnerchapel@gmail.com

Who: Adults and children

Patmos Chapel Seventh Day Adventist

<http://www.patmoschapel.org/>

What: Bible studies, choir, support groups, charitable works

Where: 821 W Swoope Ave • Winter Park, FL 32789 • 407-629-7005

Who: Adults and children

St Lawrence AME Church

<http://www.stlawrenceame.com/>

What: Bible studies, choir, support groups, charitable works

Where: 549 E Kennedy Blvd • Eatonville, FL 32751 • 407-644-1021

Who: Adults and children

United Church of God by Faith

<http://www.cogbf.org/>

What: Bible studies, choir, support groups, charitable works

Where: 800 Symonds Ave • Winter Park, FL 32789 • 407-629-9560

Who: Adults and children

Ward Chapel African Methodist Episcopal

<http://www.wardchapelame.org/>

What: Bible studies, choir, support groups, charitable works

Where: 160 S Pennsylvania Ave • Winter Park, FL 32789 • 407-628-1602 • wardchamechurch@aol.com

Who: Adults and children

Full Circle Yoga

<http://www.fullcircleyoga.com/>

What: Yoga studio, offers teacher training courses.

Where: 972 B & C Orange Ave • Winter Park, FL 32789 • 407-644-3288 • christine@fullcircleyoga.com

Who: Adults

Global Peace Film Festival

<http://peacefilmfest.org/>

What: Presents films from around the world, educational panel discussions relating to peace issues, filmmakers, and local activists.

Where: P.O. Box 3310 • Winter Park, FL 32790-3310 info@peacefilmfest.org

Who: Adults

Hannibal Square Heritage Center

<http://hannibalsquareheritagecenter.org/>

What: Offers a *Visiting Exhibition Series*, community-created public art installations and educational programs that explore the African-American experience, black heritage, cultural preservation and Southern folklore.

Where: 642 West New England Ave • Winter Park, FL 32789 • 407-539-2680

Who: Adults and children

Holocaust Memorial Resource & Education Center

<http://www.holocaustedu.org/>

What: Dedicated to combating anti-Semitism, racism and prejudice. Houses permanent/temporary exhibit space, archives and a research library. Offers extensive outreach of educational and cultural programs.

Where: 851 N Maitland Ave • Maitland, FL 32751 • 407-628-0555

Who: Adults and children

Ideal Women's Club

What:

Where: 141 S. Pennsylvania Ave • Winter Park, FL 32789 • 407-644-4421

Who: Adult women

Roth Family Jewish Community Center of Greater Orlando

<https://orlandojcc.org/>

What: Preschool, after school activities, summer camp, fitness, sports, arts and community programs.

Where: 851 N. Maitland Ave • Maitland, FL 32781 • 407-645-5933

Who: Adults and children

Latin Music Institute

<http://www.latinmusicinstitute.com/>

What: Lessons for: guitar, piano, violin, drums, voice, Latin percussion, flute, clarinet, saxophone, trumpet, cuatro Puertorriqueño, cuatro Venezolano, tres Cubano, and Bass.

Where: 6586 University Blvd • Winter Park, FL 32792 • 407-673-2462 • info@newworldmusicschool.com

Who: Adults and teens

Leu Gardens

<http://www.leugardens.org/>

What: 50-acres of garden plus the Leu House Museum

Where: 1920 North Forest Ave • Orlando, FL • 407-246-2620

Who: Adults and children

Bromeliad Society of Central Florida

What: Encourages the exchange of info, public interest and education about bromeliads and assists in their preservation.

Where: PO Box 536961 • Orlando, FL 32853-6961 • 407-348-2139

Who: Adults

Camellia Society of Central Florida

<http://camelliacfl.com/>

What: Members are interested in growing, propagating and learning more about camellia. Represents Orange, Seminole, Osceola, Volusia and Lake counties.

Where: P.O. Box 325 • Plymouth, FL 32768 • 407-886-7917

Who: Adults

Central Florida Anthropological Society

<http://www.fasweb.org/chapters/central.htm>

What: A non-profit organization dedicated to the study and preservation of Florida's prehistoric and historic heritage.

Where: P.O. Box 948003 • Maitland, FL 32794 • 407-492-5421 • centralflorida.fas@gmail.com

Who: Adults

Central Florida Orchid Society

<http://cflorchidsociety.org/>

What: Extends the knowledge, production, use, and appreciation of orchids as well as participating in shows, events, scholarship, and conservation.

Where: 407-695-1297 • florchidsociety@gmail.com

Who: Adults

Central Florida Rose Society

<http://www.centralfloridarosesociety.org/>

What: Monthly meetings feature knowledgeable speakers covering many aspects of rose culture, good fellowship, lots of rose talk, and refreshments.

Where: 111 N. Silver Cluster Court • Longwood, FL 32750 • 407-721-9852

Who: Adults

Florida Native Plant Society

<http://www.fnps.org/>

What: Promotes the preservation, conservation and restoration of native plants via field trips, conference, education programs and encouraging local landscaping practices that preserve Florida's native plant heritage.

Where: 321-271-6702 • info@fnps.org

Who: Adults

Florida Trail Association – Central Florida chapter

<https://sites.google.com/site/ftacentralflorida/>

What: Maintains part of the Florida National Scenic Trail. Also provides educational and recreational opportunities such as TGIF “after work” hikes, Historical Hikes and the wintertime Wednesday Walks.

Where: 415 Lakepointe Drive #104 • Altamonte Springs, FL 32701

Who: Adults and children

Ikebana International Chapter 132

<http://www.ikebanaorlando.com/>

What: Chapter members &/or invited experts present programs to learn *Ikebana* and its related Japanese arts and culture.

Where: 407-797-7337 • ricarrasco@aol.com • ricbansho@ikebanabanmishofu.com.

Who: Adults

Orange Audubon Society

<http://www.orangeaudubonfl.org/>

What: Promotes public understanding of, and an interest in, wildlife and the environment that supports

it through exhibitions and education programs

Where: P.O. Box 941142 • Maitland, FL 32794 • 407-637-2525

Who: Adults and children

Organic Growers (Simple Living Institute)

<http://www.simplelivinginstitute.org/organic-growers.html>

What: Creates public awareness of organic issues, facilitates development of organic community projects and provides an outlet for organic growers to share organic farming best-practices.

Where: PO Box 781741 • Orlando, FL 32878 • info@simplelivinginstitute.org

Who: Adults

Orlando Area Historical Rose Society

<http://oahrs.weebly.com/>

What: Studies the historical perspectives of old roses and encourages the growth and preservation of their heritage in gardens and landscapes.

Where: ?

Who: Adults

Sierra Club, Central Florida Chapter

<http://www.centralfloridasierra.org/>

What: Uses grassroots activism and community action to protect America's environment. Members take part in hikes, biking, camping, paddling, etc. Comprises over 2,100 volunteer members in Orange, Seminole, Lake and Osceola Counties.

Where: 407-679-6759

Who: Adults

Tropical Fruit Club of CF

<http://tropicalfruitclub.org/>

What: "This is a club for anyone interested in rare tropical fruits and all things related." Meetings offer tastings, raffles, and guest speakers.

Where: president@tropicalfruitclub.org

Who: Adults

Mayflower Toastmasters

<http://mayflower.toastmastersclubs.org/>

What: Club designed to help members improve communication skills. Members give speeches and are evaluated.

Where: 1620 Mayflower Court • Winter Park, FL 32792 • 407-672-1620

Who: Adults

Mead Gardens

<http://www.meadgarden.org/>

What: Protects, restores, beautifies and advocates gardening to the community. Offers education and cultural programming, including hikes, summer camps, Duck Derby and more.

Where: 1500 S. Denning Drive • Winter Park, FL 32789 • 407-765-6323

Who: Adults and children

Mennello Museum of American Art

<http://www.mennellomuseum.com/>

What: Exhibits feature American art of all genres and time periods plus a permanent collection of Earl Cunningham paintings and a lakeside sculpture garden. Offers the annual Orlando Folk Festival and welcomes field trips from students.

Where: 900 East Princeton St • Orlando, FL 32803 • 407-246-4278

Who: Adults and children

Morse Museum of American Art

<http://www.morsemuseum.org/>

What: Comprehensive collection of works by Louis Comfort Tiffany plus American art pottery, late 19th- and early 20th-century American painting, graphics, decorative art. Also offers lectures, movies, and Christmas in the Park.

Where: 445 North Park Ave • Winter Park, FL 32789 • 407-645-5311

Who: Adults and children

Orange County Regional History Center

<http://www.thehistorycenter.org/>

What: Houses the collection of the Historical Society of Central Florida, the Joseph L. Brechner Research Library, the Emporium Museum Store, and Heritage Square park. Offers camps, events, lectures and events.

Where: 65 E. Central Blvd • Orlando, FL 32801 • 407-836-8500

Who: Adults and children

Orlando Film Festival

<http://orlandofilmfest.com/>

What: Supports independent cinema and promotes culture and the arts in Downtown Orlando by offering diverse stories told by independent filmmakers from around the world. Also offers acting workshops and back lot tours.

Where: 155 South Orange Ave • Orlando, FL 32801 • dspringen@orlandofilmfest.com

Who: Adults

Annie Russell Theatre

<http://www.rollins.edu/annie-russell-theatre/>

What: Owned by Rollins and named after a British stage actress. It is the longest-running theater in Central Florida.

Where: 1000 Holt Ave – 2735 • Winter Park, FL 32789 • 407-646-2145 • annieboxoffice@rollins.edu

Who: Adults

Bach Festival Society of Winter Park

<http://www.bachfestivalflorida.org/>

What: Offer annual Bach Festival, Choral Masterworks and visiting artists performances plus a variety of educational and community outreach programs to encourage participation in music at all levels. Youth choir, outreach to schools via frestARTs.

Where: 1000 Holt Ave – 2763 • Winter Park, FL 32789 • 407-646-2182

Who: Adults and children

Cornell Fine Arts Museum

<http://www.rollins.edu/cornell-fine-arts-museum/>

What: Houses the only European Old Masters collection in the area, a sizable American art collection, and the Alford Collection of Contemporary Art. Also offers gallery talks, lectures, discussions, films, and hands-on art activities, special tours, and scavenger hunts for the younger visitors.

Where: 1000 Holt Ave • Winter Park, FL 32789 • 407-646-2526 • info@rollins.edu

Who: Adults and children

Center For Lifelong Learning

<http://www.rollins.edu/evening/rollins-center-lifelong-learning/index.html>

What: Part of Rollins College Hamilton Holt School. Mainly geared for working and retired adults; focuses on earning one of numerous certificates available to strengthen professional skills and self-enrichment courses.

Where: 1000 Holt Ave – 2725 • Winter Park, FL 32789-4499 • 407-646-1577 •

lifelonglearning@rollins.edu

Who: Adults

Community School of Music

<http://www.rollins.edu/music/community-outreach/csm/>

What: Provides private instruction of music to all ages and is a charter member of the National Association of Schools of Music. Schedules and fees available on website.

Where: 1000 Holt Ave - 2371 • Winter Park, FL 32789 • 407-646-1507

Who: Adults and children

Hamilton Holt School

<http://www.rollins.edu/evening/>

What: Evening-only classes towards various degrees.

Where: 1000 East Lyman Ave Box 2725 • Winter Park, FL 32789 • 407-646-2232

Who: Adults

Philanthropy & Nonprofit Leadership Center

<http://pnlc.rollins.edu/>

What: Part of the Rollins College Crummer Graduate School of Business. Established to strengthen organizations through education and management assistance by offering workshops, networking events and certificate programs.

Where: 200 E. New England Ave Suite 250 • Winter Park, FL 32789 • 407-975-6414

Who: Adults

Winter Park Institute

<http://www.rollins.edu/rollins-winter-park-institute/>

What: Brings together leaders from various disciplines and expertise to for enlightened conversation and to develop a liberally educated citizenry. Done through lectures, readings, symposiums, seminars, master classes, interviews, and special-interest sessions.

Where: 231 North Interlachen Ave • Winter Park, FL 32789 • 407-691-1995

Who: Adults

Winter With the Writers

<http://www.rollins.edu/winter-with-the-writers/index.html>

What: A festival of the literary arts joins world-class writers with Rollins's creative environment, encouraging an appreciation of literary excellence in American culture. Writers read from their works and/or lectures.

Where: 1000 Holt Ave - 2371 • Winter Park, FL 32789 • 407.646.2666

Who: Adults

University Club of Winter Park

<http://www.uclubwp.org/>

What: Members join for intellectual stimulation, community service, and fellowship. Activities include Current Events Discussion, Classical Music, Book Reviews and Foreign Languages. Displays local art and offers scholarships to Central Florida students.

Where: 841 Park Ave North • Winter Park, FL 32789 • 407-644-6149

Who: Adults

Valencia College, Winter Park

<http://valenciacollege.edu/wp/>

What: One campus of Valencia State College.

Where: 850 W. Morse Blvd • Winter Park, FL 32789 • 407-299-5000

Who: Adults

Winter Park Autumn Art Festival

<http://www.winterpark.org/content/winter-park-autumn-art-festival>

What: Held annually on the second weekend in October. Community-oriented sidewalk show presents visual art, live entertainment, children's activities and more. Is held in Central Park.

Where: 251 S. Park Ave • Winter Park, FL 32789 • 407-644-8281

Who: Adults and children

Winter Park Chamber of Commerce

<http://www.winterpark.org/>

What: Develops and promotes the business climate and supports the civic, educational and economic well-being of the area. Events include Hannibal Square Wine Tasting, Taste of Winter Park, Autumn Art Festival, Business After Hours, Winter Park Executive Women and Good Morning Winter Park.

Where: 151 West Lyman Ave • Winter Park, FL 32789 • 407-644-8281

Who: Adults

Winter Park Welcome Center

<http://cityofwinterpark.org/visitors/welcome-center-and-chamber-of-commerce/>

What: Offers an abundance of info about Winter Park plus the Sarah Galloway Foundation Community Gallery and the Winter Park Health Foundation Community Room and computers.

Where: 151 West Lyman Ave • Winter Park, FL 32789 • 407-644-8281

Who: Adults and children

Winter Park Garden Club

<http://winterparkgardenclub.com/>

What: Educates members and the public about gardening, horticulture, botany, landscape design,

conservation of natural resources, civic beautification and public sanitation. Events include monthly meetings, field trips and workshops

Where: 1300 South Denning Drive • Winter Park, FL 32789 • 407-644-5770 •

wpgardenclub@embarqmail.com

Who: Adults

Winter Park History Museum

<http://www.wphistory.org/>

What: Collects, preserves, promotes and researches Winter Park history, sharing it through educational programs (free lecture series and outreach programs) and the museum.

Where: 200 W. New England Ave • Winter Park, FL 32789 • 407.647.2330

Who: Adults and children

Winter Park Playhouse

<http://winterparkplayhouse.org/>

What: Non-profit, professional musical theatre. Produces musical comedies, revues and cabarets with live musicians. Also offers R.E.A.C.H: brings live musical theatre that educates and engages Title One and other under-served elementary schools in the Central Florida community.

Where: 711 Orange Ave Suite C • Winter Park, FL 32789 • 407-645-0145 • mail@winterparkplayhouse.org

Who: Adults and children

Woman's Club of Winter Park

<http://www.womansclubofwinterpark.com/>

What: Focuses on outreach, charitable giving and scholarships for students. Each meeting features a program on art, literature, music, travel, drama, current affairs or another area of interest.

Where: 419 S. Interlachen Ave • Winter Park, FL 32790 • 407-644-2237 •

Info@womansclubofwinterpark.com

Who: Adult women

Crosby Family YMCA

<http://ymcacentralflorida.com/y-locations/crosby-center/>

What: Fitness center

Where: 2005 Mizell Ave • Winter Park, FL 32792 • 407-644-3606

Who: Adults and children

YMCA Lakemont

<http://ymcacentralflorida.com/y-locations/winter-park/>

What: Fitness center

Where: 1201 North Lakemont Ave • Winter Park, FL 32789 • 407-644-1509

Who: Adults and children

Central Florida Acoustic Fingerstyle Guitar

What: Musicians of all levels and styles of acoustic fingerstyle guitar share their passion

Where: WPPL 460 E. New England Ave • Winter Park, FL 32789 • 407-982-4819 •

wbeckeruags@earthlink.net

Who: Adults

Storytellers of Central Florida

<http://www.storytellerscf.org/>

What: Preserves and promotes the art of storytelling. Members range from novice to professional and include varied ages and cultures.

Where: WPPL 460 E. New England Ave • Winter Park, FL 32789 • imagination@gmail.com

Who: Adults

Winter Park Sidewalk Art Festival

<http://www.wpsaf.org/>

What: Juried outdoor art festival. Categories include: Clay, Digital Art, Drawing and Pastels. Also offers a Children's Workshop Village during the festival.

Where: P.O. Box 597 • Winter Park, FL 32790-0597 • 407-644-7207 • WPSAF@yahoo.com

Who: Adults and children

Winter Park Tech

<http://www.ocpstechcenters.net/winterparktech/Pages/default.aspx>

What: Highly-qualified instructors for health sciences, information technology, digital/media arts, audio/video technologies, automotive, building construction, manufacturing and personal growth.

Where: 901 Webster Ave • Winter Park, FL 32789 • 407-622-2900

Who: Adults

Winter Park Tennis Center

<http://winterparktenniscenter.com/>

What: Cardio tennis, recreational and high performance tennis classes, summer camps, fitness classes, private lessons and adult clinics.

Where: 1075 Azalea Lane • Winter Park, Florida 32789 • 407-599-3445 •

winterparktenniscenter@gmail.com

Who: Adults and children

Winter Park Toastmasters

www.wptm.org

What: Club designed to help members improve communication skills. Members give speeches and are evaluated.

Where: ?

Who: Adults

Zora Neale Hurston National Museum of Fine Arts

<http://www.zoranealehurstonmuseum.com/>

What: A place "in the heart of the community" to view the work of artists of African descent, who live on the Continent and/or in the Diaspora. Outreach includes the Zora Festival plus collaborating with the Zora Neale Hurston Institute for Documentary Studies at the University of Central Florida.

Where: 227 E. Kennedy Blvd • Eatonville, FL 32751 • 407-647-3307 • apec@cfl.rr.com

Who: Adults and children

Zora Neale Hurston Festival of the Arts & Humanities

<http://zorafestival.org/>

What: Highlights the life and works of one of America's most celebrated collectors and interpreters of Southern rural African-American culture through theatrical performances, educational programs and a

juried art show. Four days long.

Where: 227 E. Kennedy Blvd • Eatonville, FL 32751 • 407-647-3307

Who: Adults and children



Appendix N

ACi White Paper



The 21st Century Community Library as a Platform for Real World Problem Solving

By Julie von Weller - Director of Strategic Initiatives, ACi Architects

To promote on-going civic dialogue and local problem solving for communities with the public library as the active venue, dedicated to transparency and equality, with access given to all members of the community. Encouraging an environment of learning as a platform for scalability amongst both urban and suburban communities throughout the region and beyond.

In today's society, some would argue politically, as a nation, we are in a constant state of reaction. A driving theory behind this is the ability to instantly learn what is happening throughout the globe because of rapid technological connectivity. This too is true at the local and state level. When considering the importance of problem solving for communities, transparency and inclusivity of all people, is key to creating the most broad and impactful outcomes.

"Today's libraries, Apple-era versions of the Dewey/ Carnegie institution, continue to materialize, at multiple scales, their underlying bureaucratic and epistemic structures — from the design of their web interfaces to the architecture of their buildings to the networking of their technical infrastructures. This has been true of knowledge institutions throughout history, and it will be true of our future institutions, too. I propose that thinking about the library as a network of integrated, mutually reinforcing, evolving infrastructures — in particular, architectural, technological, social, epistemological and ethical infrastructures — can help us better identify what roles we want our libraries to serve, and what we can reasonably expect of them. What ideas, values and social responsibilities can we scaffold within the library's material systems — its walls and wires, shelves and servers?" [Library as Infrastructure, By: Shannon Mattern]

Robert Kennedy once said, "There are those that look at things the way they are, and ask why? I dream of things that never were, and ask why not?" One approach is to spend more time excusing why something is bad, wrong, shouldn't be done. Another is to vision something that incorporates solutions and alternatives, transcending both the unmovable and movable obstacles.

As the City of Winter Park evaluates the need and direction of a new 21st Century Winter Park Public Library, the idea of incorporating a “Community Think Tank” arose from Larry Adams of ACi, the City of Winter Park's Continuing Services Architect working on the project, as a way to successfully congregate on-going, citizen centered, local roundtable sessions which deal with real world challenges and opportunities communities face with the rapid and ever changing technological advances, economic growth, density and quality of life faced on a daily basis. The Community Think Tank concept has continued to innovate and gather support from many, including library industry leaders, Amy Garmer, Director Aspen Institute Dialogue on Public Libraries for The Aspen Institute Communication and Society Program, and Amy Johnson, the State Librarian and Director of the Division of Library and Information Services at the Florida Department of State.

Community Think Tank Leverages and Creates:

- Access
- Connectivity
- Diversity
- Transparency
- Less reaction, creating forward thinking planning
- Innovation
- No Boundaries
- New problem solving data accessible to all people and communities through the local, regional and national Public Library System

“The library is first and foremost a place ... a place that promotes development in society. It is the family room of the community.” [Akhtar Badshah, Vice Chairman of Board, Council of Foundations]. Libraries transform platforms for innovation and progress. Its access is not dependent on location; allowing people from other cities/counties/regions/states/globe to interface remotely. Creating a scalable spine of hyper-local community problem solving opportunities which drive smart growth, safety and quality of life among communities. The [United Nations Population Fund](#) has calculated, based on current trends, the future population of the world's countries. Unites States population will increase by 16.5% in 2030 (361,680,000 people). [Wikipedia]. The State of Florida estimates total residents to be at 23,608,972 people [[State of Florida](#) Website].

Through this Community Think Tank platform, the new 21st Century Winter Park Public Library would be the active venue for researching and providing high-quality information to identify, educate and more effectively communicate critical community issues. This would be anchored by local citizens and invited experts from around the country to educate the public on issues with high-quality data, explore new concepts, determine proposed recommendations, exchange insights, and find personal growth which betters the Winter Park community as a whole. It would be administered by the Library Board of Trustees and housed in a multi-disciplinary library space where veteran and emerging decision-makers can develop new approaches and suggestions for community topics, interests and issues. This is the proven Aspen Institute model [*Rising to the Challenge, Re-Envisioning Public Libraries*], which brings together diverse perspectives to generate breakthrough ideas, with thought leading to action.

This type of work is what The Aspen Institute is working on in key select communities throughout the United States. From their report, *Rising to the Challenge – Re-Envisioning Public Libraries*, which was co-sponsored by the Bill and Melinda Gates Foundation and published in October 2014, one of the libraries which is working to employ the vision of AI is the Wichita Public Library Foundation. Don Barry, President of the Wichita Public Library Foundation believes, “*The Aspen Institutes findings are distilled from the intense work and input from the country’s brightest minds in the field of library science and community development for those of us on a mission to develop a new advanced Learning Center (Library).*”

Through many conversations with Amy Garmer, she expressed one of the reasons The Aspen Institute is poised to move forward, with the Winter Park Public Library to begin this groundbreaking process in Winter Park, is based on the unique importance this would have for all communities which would be the first of its kind in the country. Amy expressed another opportunity is how this data created in Winter Park would become a repository for all information learned to then be connected to the State Library System. Another first of its kind.

Often times, AI’s roundtable discussions employ a seminar format: approximately 25 leaders from diverse disciplines and perspectives engaged in roundtable dialogue, moderated with the goal of driving the agenda to specific conclusions and recommendations. The program distributes AI’s conference reports and other materials to key policymakers, opinion leaders and the public locally and throughout the United States and around the world. They use the internet and social media to inform and ignite broader conversations that foster greater participation in the democratic process.

One of the goals would be to create a business model for Community Engagement that is scalable and measurable. *“In the future, smart deployment of libraries’ physical facilities and service orientation could spur private investment and leverage public assets in broadband connectivity.”* [Ellen Goodman of Rutgers University Law School]. Imagine the new 21st Century Winter Park Public Library being that shining example for those around the region, nation and globe on how to collaborate to solve critical community issues. This is what the Community Think Tank can do.



Appendix O

All Sites Considered as Possible WPPL Locations

**All Sites Considered As Possible WPPL Locations
by Library Facility Task Force**

Property Considered	Task Force Determination
Virginia and New England	Too many separate owners to purchase
Vacant corner of Aloma and Lakemont	Adds density to a busy street, lot was too small
Privately held property on New York Avenue	Property not for sale
Progress Pointe	Eliminated in December because of property size and location
Post Office Location	Commission not currently pursuing purchase of this property
Lawrence Center on Interlachen and New England	Not quite big enough; not for sale.
Winter Park Tech site on Webster and Denning and property behind it	Orange County Public Schools not interested in selling
Morse Foundation property on the lake on Interlachen	Owner not interested in selling
Privately owned land on Lakemont Avenue	Property not for sale
West Park Ave and Morse (parking lot)	Lot was too small
Adjacent to (Dinky Dock after Dec 8)	Owned by Rollins, part of their long term plan
KMart Plaza (post December 8)	Cost prohibitive
Civic Center Site	Under consideration
City Hall Site	Under consideration
Current Site	Under consideration

Financial Report

For the Month of April (58% of fiscal year lapsed) Fiscal Year 2015

General Fund

Six months into the fiscal year General Fund revenues appear to be on track with annual budget projections with the following exceptions and explanations:

1. The largest portion of property tax revenues are received in the December – February timeframe.
2. The projected shortfall in utility tax revenue is due to the decline in Communications Services Tax. Projections for this revenue were reduced by \$183,000 from the prior year but based on receipts to date this still was overly optimistic even though the City's projection was \$24,000 less than the estimate provided by the Florida Department of Revenue. It looks like we could be up to \$250,000 short of our budget estimate if CST revenues continue to decline.
3. Business taxes are renewed each October 1. Some additional revenue will be realized over the remainder of the fiscal year but the largest amount has already been received.
4. Building permit revenues are not quite as strong as they were last year. Although permit revenues by nature come in sporadically, based on receipts through April, this source could be \$90,000 short of budget projections.
5. Fines and forfeiture revenues are low due to lower red light camera receipts
6. Miscellaneous revenue is largely made up of investment earnings which reflect market value swings in the City's investment portfolio. Values increased nicely in the first quarter of the current year. The City follows a buy and hold investment strategy in which the swings neither benefit nor harm the City as the Treasury and Agency securities invested in are paid off at par when the investment matures.
7. Overall, General Fund revenues will probably be about \$350,000 (0.8%) short of projected revenues. Staff is monitoring spending accordingly.

Departmental expenditures for the seven months are in line with budgetary expectations. Operating transfers out reflect the annual payment of tax increment revenue to the CRA. Tax increment payments must be made no later than December 31 each year. While a large portion of the budget for transfers out has already been expended by this \$1,147,624 payment, it is a one time payment and transfers will match the annual budget at fiscal year end.

Community Redevelopment Agency Fund

The CRA was credited with the annual tax increment revenue from both the City and County in December. The County portion is on the Intergovernmental revenue line item and the City portion is reflected in the Operating Transfers In.

Tax increment revenue from the County (reported as intergovernmental revenue) and the City (reported as Operating transfers in) was credited to the CRA in December.

Charges for services revenue is primarily associated with the ice rink.

Debt service is paid January 1 and July 1 and will equal what was budgeted for the fiscal year.

Water and Sewer Fund

Water sales are comparable to the prior year at this point in time and slightly below our forecast.

The bottom line reflects a positive \$887,290 and debt service coverage is projected to be a strong 1.97 for the fiscal year.

Electric Services Fund

Projected electric sales in kWh are tracking very closely with the forecast after a slow start. April sales were the highest in the ten year history of our electric utility.

Fuel costs were over-recovered by about \$585,000 for the first seven months of FY 2015.

Bottom line for the first seven months reflects a net use of \$405,955 of working capital.

Debt service coverage is projected to be a strong 2.50 for the fiscal year.

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
General Fund
Fiscal YTD April 30, 2015 and 2014
58% of the Fiscal Year Lapsed

	Fiscal YTD April 30, 2015						Fiscal YTD April 30, 2014				
	Actual		Budget				Actual		Budget		
	YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual	YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual	
Revenues:											
Property Tax	\$ 15,803,125	164%	\$ 16,489,478	\$ 16,489,478	\$ 9,618,862	\$ 6,184,263	\$ 14,816,624	\$ 15,703,126	\$ 9,160,157	\$ 5,656,467	
Franchise Fees	654,747	100%	1,122,850	1,122,850	654,996	(249)	610,131	1,118,000	652,167	(42,036)	
Utility Taxes	3,623,364	92%	6,728,400	6,728,400	3,924,900	(301,536)	3,733,721	6,830,400	3,984,400	(250,679)	
Business Taxes	480,878	171%	481,500	481,500	280,875	200,003	477,186	476,500	277,958	199,228	
Building Permits	1,069,771	92%	1,988,000	1,988,000	1,159,667	(89,896)	1,401,737	1,417,500	826,875	574,862	
Other Licenses & Permits	15,141	108%	24,000	24,000	14,000	1,141	12,260	26,000	15,167	(2,907)	
Intergovernmental	3,949,695	100%	6,738,307	6,758,307	3,942,346	7,349	3,772,910	6,298,461	3,674,102	98,808	
Charges for Services	3,248,672	103%	5,396,450	5,396,450	3,147,929	100,743	3,240,239	5,145,450	3,001,513	238,726	
Fines and Forfeitures	462,446	61%	1,300,100	1,300,100	758,392	(295,946)	747,852	1,294,150	754,921	(7,069)	
Miscellaneous	625,577	166%	621,700	646,923	377,372	248,205	525,700	553,907	323,112	202,588	
Fund Balance	-	-	833,284	2,173,350	1,267,788	(1,267,788)	-	389,842	227,408	(227,408)	
Total Revenues	29,933,416	119%	41,724,069	43,109,358	25,147,127	4,786,289	29,338,360	39,253,336	22,897,780	6,440,580	
Expenditures:											
City Commission	15,051	113%	22,927	22,927	13,374	(1,677)	12,042	23,427	13,666	1,624	
Legal Services - City Attorney	128,437	78%	325,000	281,000	163,917	35,480	174,734	245,000	142,917	(31,817)	
Legal Services - Other	64,135	183%	40,000	60,000	35,000	(29,135)	32,096	60,000	35,000	2,904	
Lobbyists	46,090	67%	94,000	118,000	68,833	22,743	57,381	108,000	63,000	5,619	
City Management	290,071	94%	531,030	531,030	309,768	19,697	277,817	503,379	293,638	15,821	
Budget and Performance Measurement	82,668	0%	141,514	141,514	82,550	(118)	73,403	136,316	79,518	6,115	
City Clerk	133,332	93%	245,632	245,632	143,285	9,953	149,026	247,496	144,373	(4,653)	
Communications Dept.	271,273	85%	519,733	548,406	319,904	48,631	238,669	483,105	281,811	43,142	
Information Technology Services	651,296	90%	1,234,967	1,234,967	720,397	69,101	636,850	1,197,783	698,707	61,857	
Finance	469,360	93%	865,294	865,294	504,755	35,395	462,981	840,785	490,458	27,477	
Human Resources	198,242	100%	341,130	341,130	198,993	751	164,843	294,311	171,681	6,838	
Purchasing	85,061	54%	269,479	269,479	157,196	72,135	97,488	226,775	132,285	34,797	
Planning & Community Development	434,964	88%	682,209	847,209	494,205	59,241	266,157	535,256	312,233	46,076	
Building	603,893	93%	1,115,832	1,115,832	650,902	47,009	579,890	1,066,378	622,054	42,164	
Economic Development	9,675	-	-	-	-	(9,675)	5,364	157,820	92,062	86,698	
Public Works	3,868,405	96%	6,788,658	6,875,529	4,010,725	142,320	3,445,133	6,820,122	3,978,405	533,272	
Police	7,055,334	90%	13,418,138	13,421,633	7,829,286	773,952	6,668,344	12,907,382	7,529,306	860,962	
Fire	6,307,893	96%	11,288,494	11,310,044	6,597,526	289,633	5,747,708	10,727,098	6,257,474	509,766	
Parks & Recreation	3,682,896	91%	6,868,157	6,932,857	4,044,167	361,271	3,718,775	6,836,080	3,987,713	268,938	
Organizational Support	1,045,935	129%	1,394,580	1,394,580	813,505	(232,430)	1,225,920	1,534,560	895,160	(330,760)	
Non-Departmental	-	-	175,000	190,000	110,833	110,833	-	(78,475)	(45,777)	(45,777)	
Total Expenditures	25,444,011	93%	46,361,774	46,747,063	27,269,121	1,825,110	24,034,621	44,872,598	26,175,684	2,141,063	
Revenues Over/(Under) Expenditures	4,489,405	-212%	(4,637,705)	(3,637,705)	(2,121,994)	6,611,399	5,303,739	(5,619,262)	(3,277,904)	8,581,643	
Operating transfers in	4,641,831	93%	8,532,487	8,532,487	4,977,284	(335,453)	4,836,917	8,549,181	4,987,022	(150,105)	
Operating transfers out	(3,326,152)	116%	(3,894,782)	(4,894,782)	(2,855,289)	(470,863)	(2,058,034)	(2,929,919)	(1,709,119)	(348,915)	
Other Financing Sources/(Uses)	1,315,679	62%	4,637,705	3,637,705	2,121,995	(806,316)	2,778,883	5,619,262	3,277,903	(499,020)	
Total Revenues Over Expenditures	\$ 5,805,084		\$ -	\$ -	\$ 1	\$ 5,805,083	\$ 8,082,622	\$ -	\$ (1)	\$ 8,082,623	

* As adjusted through April 30, 2015

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Community Redevelopment Fund
Fiscal YTD April 30, 2015 and 2014
58% of the Fiscal Year Lapsed

	Fiscal YTD April 30, 2015						Fiscal YTD April 30, 2014			
	Actual		Budget				Actual	Budget		
	YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual	YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual
Revenues:										
Intergovernmental	\$ 1,243,644	170%	\$ 1,257,232	\$ 1,257,232	\$ 733,385	\$ 510,259	\$ 1,106,615	1,107,992	\$ 646,329	\$ 460,286
Charges for services	182,635	139%	225,000	225,000	131,250	51,385	183,197	195,000	113,750	69,447
Miscellaneous	40,968	92%	50,000	76,000	44,333	(3,365)	27,855	70,000	40,833	(12,978)
Fund Balance	-	0%	-	327,713	191,166	(191,166)	-	531,658	310,134	(310,134)
Total Revenues	1,467,247	133%	1,532,232	1,885,945	1,100,135	367,112	1,317,667	1,904,650	1,111,046	206,621
Expenditures:										
Planning and Development	686,107	95%	883,450	1,237,163	721,678	35,571	547,767	1,326,258	773,651	225,884
Capital Projects	-	0%	-	-	-	-	-	-	-	-
Debt service	1,285,137	147%	1,498,378	1,498,378	874,054	(411,083)	1,256,288	1,486,425	867,081	(389,207)
Total Expenditures	1,971,244	124%	2,381,828	2,735,541	1,595,732	(375,512)	1,804,055	2,812,683	1,640,732	(163,323)
Revenues Over/(Under)										
Expenditures	(503,997)	102%	(849,596)	(849,596)	(495,598)	(8,399)	(486,388)	(908,033)	(529,686)	43,298
Operating transfers in	1,147,624	170%	1,160,162	1,160,162	676,761	(470,863)	1,021,174	1,022,445	596,426	(424,748)
Operating transfers out	(29,107)	100%	(49,898)	(49,898)	(29,107)	(0)	(27,962)	(47,934)	(27,962)	-
Other Financing Sources/(Uses)	1,118,517	0%	1,110,264	1,110,264	647,654	470,863	993,212	974,511	568,464	424,748
Total Revenues Over/(Under)										
Expenditures	\$ 614,520		\$ 260,668	\$ 260,668	\$ 152,056	\$ 462,464	\$ 506,824	66,478	\$ 38,778	\$ 468,046

* As adjusted through April 30, 2015

WINTER PARK WATER AND WASTEWATER METRICS
April 30, 2015

	FY 2015				FY 2014	
	FY 2015 YTD	FY 2015 Annualized	FY 2015 Budget	Projected Variance from Budget	FY 2014 YTD	FY 2014 in Total
Operating Performance:						
Water and Irrigation Sales (in thousands of gallons)						
Sewer - inside city limits	556,442	947,725	961,182	(13,457)	565,055	965,315
Sewer - outside city limits	491,848	838,296	856,019	(17,723)	502,163	862,933
Water - inside city limits	814,629	1,398,362	1,425,817	(27,455)	826,667	1,434,771
Irrigation - Inside City	295,245	511,643	552,714	(41,071)	316,313	559,582
Water - outside city limits	694,263	1,176,343	1,231,121	(54,778)	718,552	1,238,144
Irrigation - Outside City	60,033	103,268	112,809	(9,541)	66,710	115,527
Total	2,912,461	4,975,637	5,139,662	(164,025)	2,995,460	5,176,272
<hr/>						
Operating revenues: ¹						
Sewer - inside city limits	\$ 3,451,903	\$ 5,879,241	\$ 5,666,302	\$ 212,939	3,624,557	6,259,030
Sewer - outside city limits	3,740,076	6,374,510	6,242,021	132,489	3,934,196	6,828,389
Water - inside city limits	4,698,503	8,065,275	8,439,061	(373,786)	4,408,787	7,815,209
Water - outside city limits	3,243,088	5,495,013	5,943,517	(448,504)	3,155,583	5,516,225
Other operating revenues	788,744	1,352,133	1,255,837	96,296	736,396	1,228,163
Total operating revenues	15,922,314	27,166,170	27,546,738	(380,568)	15,859,519	27,647,016
Operating expenses:						
General and administration	869,415	1,490,425.71	2,018,381	527,955	882,832	1,667,091
Operations	6,241,910	10,700,417.14	12,192,357	1,491,940	6,203,757	11,406,886
Wastewater treatment by other agencies	2,111,524	3,619,755.43	3,667,813	48,058	1,399,728	3,487,555
Total operating expenses	9,222,849	15,810,598	17,878,551	2,067,953	8,486,317	16,561,532
Operating income (loss)	6,699,465	11,355,572	9,668,187	1,687,385	7,373,202	11,085,484
Other sources (uses):						
Investment earnings	181,722	311,523	178,600	132,923	108,708	243,427
Miscellaneous revenue	2,893	2,893	-	2,893	153,855	685,121
Transfer to Renewal and Replacement Fund	(961,295)	(1,647,934)	(1,647,935)	1	(1,363,050)	(2,336,658)
Transfer to General Fund	(1,217,358)	(2,086,899)	(2,086,900)	1	(1,178,975)	(2,021,100)
Transfer to Designations Trust Fund	(35,494)	(60,847)	(60,846)	(1)	-	-
Transfer to Capital Projects Fund	(328,389)	(562,953)	(562,953)	0	(42,292)	(72,500)
Debt service sinking fund deposits	(3,454,253)	(5,921,446)	(5,869,813)	(51,633)	(3,454,878)	(5,922,530)
Total other sources (uses)	(5,812,175)	(9,965,664)	(10,049,847)	84,183	(5,776,632)	(9,424,240)
Net increase (decrease) in funds	\$ 887,290	\$ 1,389,908	\$ (381,660)	\$ 1,771,568	1,596,570	1,661,244
Debt service coverage		1.97				2.02
Annual Renewal and Replacement (R&R) Funding		1,647,934				
Net Value of Water and Wastewater Plant as of 09/30/2014		93,095,590				
Annual R&R Funding as a Percentage of Plant		1.77%				

¹The City implemented adjustments to water (increasing) and wastewater (decreasing) effective October 1, 2014

Sewer Impact Fees

	Beginning Balance	Additions	Deductions	Ending Balance
Beginning balance - 10/01/2014	2,654,434			2,654,434
Sewer impact fee revenues		133,524		133,524
Investment earnings		36,639		36,639
Fairbanks Avenue sewer extension				-
Other sewer main extension work			(17,193)	(17,193)
Ending balance - 4/30/2015	2,654,434	170,163	(17,193)	2,807,404

Water Impact Fees

	Beginning Balance	Additions	Deductions	Ending Balance
Beginning balance - 10/01/2014	2,903,766			2,903,766
Water impact fee revenues		38,072		38,072
Investment earnings		68,671		68,671
Upgrade water mains				-
Ending balance - 4/30/2015	2,903,766	106,743	-	3,010,509

Renewal and Replacement Fund

	Beginning Balance	Additions	Deductions	Ending Balance
Beginning balance - 10/01/2014	1,938,972			1,938,972
R&R transfer		961,295		961,295
Investment earnings		50,538		50,538
Upgrade water mains			(383,260)	(383,260)
Upgrade sewer mains			(223,126)	(223,126)
Rehab sewer manholes				-
Replace asbestos cement force mains				-
Short line sewer rehab projects			(67,412)	(67,412)
Sewer main extensions				-
Lift station upgrades and repairs				-
Utility patch crew work			(147,566)	(147,566)
Ending balance - 4/30/2015	1,938,972	1,011,833	(821,364)	2,129,441

WINTER PARK ELECTRIC UTILITY METRICS

April 30, 2015

	<u>FY'15</u> <u>YTD</u>	<u>FY'15</u> <u>Annualized</u>	<u>FY'15</u> <u>Budget</u>	<u>Variance</u> <u>from</u> <u>Budget</u>	<u>FY'14</u>
<u>Technical Performance</u>					
Net Sales (kWh)	224,534,427	423,568,520	425,008,963	(1,440,443)	425,342,682
Average Revenue/kWh	0.1103	0.1077			0.1135
Wholesale Power Purchased (kWh)	234,288,335	447,331,335	449,826,000	(2,494,665)	445,526,000
Wholesale Power Cost/kWh	0.0525	0.0530			0.0572
Gross margin	0.0578	0.0546			0.0563
SAIDI (rolling 12 month sum)					62.01
MAIFI (rolling 12 month sum)					-
Sold vs. Purchased kWh Ratio	95.84%	94.69%	94.48%		95.47%
<u>Income Statement</u>					
Electric Sales:					
Fuel	8,561,284	15,375,616	16,535,297	(1,159,681)	17,715,492
Non-Fuel	16,202,092	30,222,145	30,219,385	2,760	30,554,862
Other Operating Revenues	188,065	322,397	265,422	56,975	248,010
Total Operating Revenues	24,951,441	45,920,158	47,020,104	(1,099,946)	48,518,364
Operating Expenses:					
General and Administrative	657,852	1,127,746	1,112,956	(14,790)	1,135,782
Operating Expenses	3,734,055	6,401,237	7,934,385	1,533,148	7,216,805
Purchased Power					
Fuel	7,975,332	15,375,616	16,535,297	1,159,681	17,753,988
Non-Fuel	4,328,112	8,344,153	8,063,634	(280,519)	7,745,014
Transmission Power Cost	1,638,362	2,808,621	3,083,397	274,776	2,724,792
Total Operating Expenses	18,333,713	34,057,373	36,729,669	2,672,296	36,576,381
Operating Income (Loss)	6,617,728	11,862,785	10,290,435	1,572,350	11,941,983
Nonoperating Revenues (Expenses):					
Investment Earnings (net of interest paid on interfund borrowings)	37,791	64,785	35,000	29,785	58,589
Principal on Debt	(1,012,083)	(1,735,000)	(1,600,000)	(135,000)	(1,765,000)
Interest on Debt	(1,769,294)	(3,033,075)	(2,945,334)	(87,741)	(2,767,440)
Miscellaneous Revenue	215,543	215,543	-	215,543	684,689
Proceeds from Sale of Assets	6,277	10,761	-	10,761	25,817
Routine Capital	(1,334,418)	(2,287,574)	(739,400)	(1,548,174)	(3,057,038)
Undergrounding of Power Lines	(2,168,065)	(3,716,683)	(3,500,000)	(216,683)	(3,656,667)
Contributions in Aid of Construction	271,135	464,803	-	464,803	901,067
Residential Underground Conversions	12,200	20,914		20,914	73,050
Capital Contributions for Plug-In Program	51,397	88,109	-	88,109	63,960
Total Nonoperating Revenues (Expenses)	(5,689,517)	(9,907,418)	(8,749,734)	(1,157,684)	(9,438,973)

WINTER PARK ELECTRIC UTILITY METRICS

April 30, 2015

	<u>FY'15</u> <u>YTD</u>	<u>FY'15</u> <u>Annualized</u>	<u>FY'15</u> <u>Budget</u>	<u>Variance</u> <u>from</u> <u>Budget</u>	<u>FY'14</u>
Income (Loss) Before Operating Transfers	928,211	1,955,368	1,540,701	414,667	2,503,010
Operating Transfers In	-	-	-	-	-
Operating Transfers Out	(1,270,230)	(2,369,390)	(2,752,600)	383,210	-
Transfers for organizational support	(63,936)	(109,605)	(109,604)	(1)	-
Total Operating Transfers	(1,334,166)	(2,478,995)	(2,862,204)	383,209	-
Net Change in Working Capital	(405,955)	(523,627)	(1,321,503)	797,876	2,503,010

Other Financial Parameters

Debt Service Coverage	2.39	2.50		2.85
Fixed Rate Bonds Outstanding	69,065,000			64,750,000
Auction Rate Bonds Outstanding	1,220,000			7,445,000
Total Bonds Outstanding	70,285,000			72,195,000
Principal Retired	1,735,000		-	1,765,000
Capital Spending from Bond Proceeds	-	-	-	
Balance Owed on Advance from General Fund	-			-
Cash Balance	(6,023)			3,530,562

Notes

Fiscal Years run from October to September; FY'15 is 10/1/14 to 9/30/15

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

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

REGULAR MEETING OF THE CITY COMMISSION
June 8, 2015

The meeting of the Winter Park City Commission was called to order by Mayor Steve Leary, at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Fire Chief Jim White, followed by the Pledge of Allegiance. Mayor Leary asked for a moment of silence to honor Russell Troutman who recently passed away.

Members present:

Mayor Steve Leary
Commissioner Greg Seidel
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 Cooper to approve the agenda with the following changes: to pull Consent Agenda item 'b-2' and public hearing item 'd' ; seconded by Commissioner Sprinkel and approved by acclamation with a 5-0 vote.

Mayor's Report

a. Presentation - FMEA 2014 Community Service Award

Electric Director Jerry Warren presented Mayor Leary with the City's Florida Municipal Electric Association (FMEA) Community Service Award for 2014.

b. Presentation - Happy 10th Anniversary Electric Utility

Electric Director Jerry Warren commented that June 1 marked the 10th anniversary of the City's official ownership of its electric utility. He spoke about the accomplishments since taking over the utility. Mayor Leary presented a proclamation to celebrate this anniversary.

c. Proclamation – Code Enforcement Officer's Appreciation Week

Mayor Leary presented Fire Chief White with a proclamation celebrating Code Enforcement Officer's Appreciation Week.

d. Board appointments:

Visioning Steering Committee: Debra Ousley representing Orwin Manor area

Motion by Commissioner Cooper to approve the appointment; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Fire Pension Board – Stuart (Trey) Merrick (elected by FD Board (2015-2017))

Motion by Commissioner Sprinkel to approve the appointment; seconded by Commissioner Seidel and carried unanimously with a 5-0 vote.

Mayor Leary commented about the need to appoint the members to the Historic Preservation Board per our City Charter. He addressed the conversation at the last meeting when board members were being appointed. He asked Commissioner Seidel if he spoke with the two individuals that he wanted to appoint. Commissioner Seidel stated he spoke with the individuals and believed the issue with historical preservation is what the real function of the board is with regards to property rights versus historic preservation. He stated he wants to continue conversations with other people so he can determine how to balance the opinions of everyone.

Commissioner Cooper spoke about the need to qualify for grant funds and wanted to see a list of the criteria for membership to become a certified local government and to fill the remainder positions with the skill sets needed to qualify. She asked the Commission to set a date as to when the ordinance will come before them. Discussion ensued regarding the meetings held by the Historic Preservation Board.

Mayor Leary spoke about the individuals he wanted to appoint to the board that are qualified and that the Commission needs to come together and appoint them per the Charter. Commissioner McMacken expressed his preference that the existing board complete this discussion and expedite bringing the ordinance before the Commission. Commissioner Sprinkel commented that the Commission has not seen anything brought forward at this time from the board. Mayor Leary spoke about not knowing where the board stands and that the ordinance needs more work. He stated he was informed that the ordinance was ready but that they had not taken into account public input at that time. He stated they need to take the ordinance before the Economic Development Advisory Board and the Planning and Zoning Board first and then after addressing their comments to bring it before the Commission.

Mayor Leary stated he is not going to bring his two appointees up this evening for a vote as it is clear he does not have the votes needed.

City Manager's Report

1. City Manager Knight reminded the Commission that the Library Task Force will be bringing forward their report. Commissioner Sprinkel expressed concerns with the boards and how we make sure they know their role as advisory boards. Mayor Leary addressed the need to keep them focused and to have a board review with each individual board. City Manager Knight spoke about board orientation for new

members being held this Thursday and that the boards are being informed as to how the budget process works.

Further discussion ensued regarding the budget process where boards are concerned. Commissioner Sprinkel concluded that she wanted to put something in place that enables us to have the opportunity for the boards to know a little more about what the Commission is asking them to do. Mayor Leary stated we need to be careful what boards are charged with and to make sure they understand what they are tasked to do.

2. Commissioner Cooper inquired about the right-of-ways on the rails. She spoke about the old leases with CSX for areas along the right-of-way and that people are interested in a bike path/trail along the right-of-way. She asked if we should let FDOT officially know that we would like the City to have the first option to any right-of-way leases they may be getting ready to negotiate. She asked if they would be interested in having our Pedestrian and Bicycle Board provide guidance as to whether this fits in with the current plans for trails and if it does the Commission can then decide whether we should pursue a more formal relationship with FDOT. Mayor Leary commented that we are trying to work through the process and that we should first try to see if we can acquire rights to it, work out some type of partnership and agreement, and then decide what to do with it.

Commissioner McMacken spoke about the construction fence at Harper Street and Morse Boulevard in the right-of-way that blocks everyone's view. He asked that this be moved back further to provide a line of sight. City Manager Knight stated he would have staff review it.

City Attorney's Report

Attorney Brown provided the status of the Fifth Third Bank conditional use approval from the May 11 meeting and the easement negotiations. He stated he will be providing a development agreement with language that he believes will assure a reasonable means for resolution that relates to the adjoining parcel owned by the Helsby's. This will be brought to the Commission for approval.

Non-Action Item

a. Review of concepts for parking garage design guidelines

Planning Manager Jeff Briggs provided a PowerPoint presentation on the design concepts proposed to be included within the Parking Garage Design Guidelines. He stated the Planning and Zoning Board agreed with the general direction and that an ordinance and public hearings will be held in the future to adopt this. Comments were made by Commissioners and questions were answered by Mr. Briggs. There was consensus for this to move forward.

Public comments (items not on the agenda)

1. John Kern, Roundelay Lane, asked for information regarding Dr. Phillips Performing Arts Center (DPAC) benefits. City Manager Knight will respond.
2. Shawn Shaffer, 151 N. Orlando Avenue, thanked the Commission for the individuals appointed to this task force and spoke about the task force report that will come at the next meeting. She stated they are in discussions with the Aspen Institute about a partnership and possibly a new facility. She provided a book by the Aspen Institute for the Commission to read the conclusion and call to action.
3. Lurline Fletcher, 811 English Court, asked that the visioning sessions be scheduled to meet the working schedules of the residents. Planning Director Dori Stone outlined the schedule. She commented that they are happy to meet with residents individually or as a group to accommodate their schedules.
4. William Sullivan, 1362 Richmond Road, asked what is going to happen with the Historic Preservation Board appointees because of the Charter. Mayor Leary stated he does not have the support of the Commission at this time.

Recess

A recess was taken from 5:05 to 5:23 p.m.

Consent Agenda

- a. Approve the minutes of May 11, 2015. **PULLED FOR DISCUSSION. SEE BELOW.**
- b. Approve the following contracts:
 1. Piggyback Contract No. 12-0806H with Fisher Scientific Company, LLC for fire equipment and supplies; and authorize the Mayor to execute contract.
 2. Amendment No. 2, IFB-7-2014 to Bailey Scapes, LLC for grounds maintenance for cemeteries; and authorize the Mayor to execute Amendment. **PULLED FROM AGENDA. NO DISCUSSION OR APPROVAL.**
 3. Amendment No. 3, RFQ-2-2012 (Continuing contracts for Professional, Architectural & Engineering Services, Discipline: Structural Engineering) to Florida Bridge & Transportation Inc.; and authorize the Mayor to execute Amendment.
 4. Amendment No. 3, RFQ-2-2012 (Continuing Contracts for Professional, Architectural & Engineering Services, Discipline: Structural Engineering) to BASE Consultants, P.A.; and authorize the Mayor to execute Amendment.
 5. Amendment No. 3, RFQ-2-2012 (Continuing Contracts for Professional, Architectural & Engineering Services, Discipline: Environmental Services) to Universal Engineering Sciences; and authorize the Mayor to execute Amendment.

6. Amendment No. 3, ITN-6-2013 (Utility Vegetation Management) to The Davey Tree Expert Company; and authorize the Mayor to execute Amendment.
- c. Approve the FDOT Quiet Zone Project Grant Agreement subject to City Attorney review and approval of forthcoming final draft.
- d. Approve the budget amendment for Stormwater (fee in lieu of for drainage improvements-\$56,978) and Public Works (TECO for salaries part time-\$7,000).

Motion made by Commissioner Sprinkel to approve Consent Agenda items 'b-1, 'b-3-6', 'c' and 'd', seconded by McMacken. No public comments were made. **The motion carried unanimously with a 5-0 vote.**

Consent Agenda Item 'a' – minutes

Commissioner Cooper stated the minutes are correct on page 8 but wanted to make sure the development agreement with Fifth Third Bank was changed to include the live oaks. Attorney Brown will review this.

Motion made by Commissioner Cooper to approve the minutes of May 11, seconded by Commissioner Seidel and carried unanimously with a 5-0 vote.

Consent Agenda Item 'b-2':

This was pulled from the agenda at the beginning of the meeting. No discussion or approval.

Action Items Requiring Discussion

There were no action items.

Public Hearings:

- a. Request of Philip Kean: Subdivision or lot split approval to divide the property at 456 West Lyman Avenue into two buildable lots. Subdivision variances are requested for the 50' lot width and 3,750 square feet of lot area in lieu of the 75' of lot width and 8,500 square feet of lot area required in the R-1A zoning.

Planning Manager Jeff Briggs explained the approval being contingent with a one story project versus two stories whereby the applicant agreed. He stated the Planning and Zoning Board agreed the lot sizes are comparable to 80% of the neighborhood lots and are much more in character with the street so they recommended approval of the one story project. Mr. Briggs answered questions. Commissioners disclosed any conversations they had before the meeting with the applicant and/or staff. Commissioner Seidel expressed his preference of placing two different style homes next to each other and was pleased to see the smaller homes.

Applicant Phil Kean spoke in favor of the lot split and showed a video of the concept of what the homes will look like to make them unique and not the same. He stated the current homeowner owning the lot wants to live in one of these homes which is why these homes are being built.

Commissioner Cooper stated her concern is not about style but is about the aquifer and drainage, reducing the size of the lots will bring in other similar requests, and if we can support undergrounding utilities and canopy trees on the smaller lots. Mr. Kean stated all the concerns of Commissioner Cooper can be supported.

Motion made by Commissioner Sprinkel to approve the request, seconded by Commissioner McMacken.

Lurline Fletcher, 811 English Court, opposed the style of homes being built. No other public comments were made.

Commissioner Cooper clarified she is not voting against this because of the architecture but because we are cutting in half the size of the lot by subdividing it and it is only half of the minimum requirement for a R-1 lot. She expressed concerns that once this is done you have to defend yourself the next time someone wants to do this. She stated she believes in trees, pervious space and recharge of the aquifer and is appreciative of the single family home being put on these lots.

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

- b. Request of Adam Bert and Todd Albert: Subdivision or lot split approval to divide the property at 500 Fairfax Avenue into two buildable lots. Subdivision variances are requested for the 50' lot width in lieu of the 100' lot width required in the R-1AA zoning.

Planning Manager Jeff Briggs explained that this was originally platted as 50' lots and since 500 Fairfax is two lots together (100') the owners want to split them into 50' lots. He explained the history of the property, the zoning variance requested, and the Planning and Zoning approval.

Motion made by Commissioner Sprinkel to approve the request, seconded by Commissioner Cooper.

Commissioner Seidel addressed the trees in the back and asked what they are allowed to take down. Mr. Briggs stated the applicant will address this and that the plans will go to Planning and Zoning for review and approval and that tree preservation is one of their criteria.

Applicant/property owner Adam Bert spoke about their property and partnering with Mr. Albert so he can financially afford to build a home there on one lot. He stated they walked the neighborhood and that there was only one opposition from the next door neighbor who was concerned about her privacy whereby he addressed her concerns. He stated he had a tree survey done and displayed which trees are on the property and will retain as many healthy trees as possible. He stated they will have the arborist look at the oak trees out front to see if they are healthy.

Kathryn Campbell, 1351 Richmond Road, spoke in opposition to the request. She addressed the deeded lake access to Lake Virginia that they all share equally at College Point. She stated if this variance is approved, both homes will have deeded lake access which increases the number. She stated she has not entered into any real estate contract or given verbal agreement to sell any portion of her property and that not all property owners who have deeded lake access on the College Point lot have been notified.

Commissioner Sprinkel spoke about this property originally being two lots with that access. Attorney Brown spoke about the splitting of the lots, lake access, and the required notification of neighbors within 500' for small lot splits. Commissioner Cooper asked to include emails in the packet relative to the projects. Mr. Briggs stated they put the ones they are aware of and copied on in the packet but at times do not know what has been sent to others.

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

- c. Request of the Winter Park Racquet Club, Inc. for the property at 2011 Via Tuscany:

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF SINGLE FAMILY RESIDENTIAL FUTURE LAND USE TO OPEN SPACE AND RECREATION ON THE PROPERTY AT 2011 VIA TUSCANY, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE First Reading

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE SINGLE FAMILY RESIDENTIAL (R-1AA) DISTRICT ZONING TO PARKS AND RECREATION (PR) DISTRICT ZONING ON THE PROPERTY AT 2011 VIA TUSCANY, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE First Reading

Attorney Brown read both ordinances by title. Planning Manager Jeff Briggs spoke about the Racquet Club at 2111 Via Tuscany having a contract to purchase the adjacent single family home at 2011 Via Tuscany to be incorporated into the

Racquet Club as part of the club's activities which is why they are asking for a comprehensive plan change and a zoning change. He explained this squares off the property, allows the club to widen the south entrance road/driveway for two-way traffic flow, and allows the existing house to be converted for club purposes. He spoke about the improvements they have made over the last two years on the property.

Upon questioning, Mr. Briggs addressed the approval from 2-3 years ago to add another tennis court in the front and by eliminating the drive on the north side they can add the extra feet required to make it a regulation size court. He explained that the action on the conditional use has to wait for the second reading and adoption of the ordinances. Commissioners disclosed ex-parte communications they had. Commissioner Cooper spoke about any financial impact this has to the taxpayers and importance of maintaining the residential character of the neighborhood.

Charlie Madden, Civil Engineer working on the project and member of the Racquet Club, stated the plans at this point are to utilize the house as is. He stated the club met with the adjacent property owners and everyone agreed with what they are requesting.

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

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

- d. Request of Icon Residential: Conditional use approval to redevelop the 3.45 acres collectively referred to as 1800 Lee Road, including the tax parcels of 1746/1800/1802/1806/1810/1814/1818/1824/1828/1832 Lee Road for a 30 unit townhouse development (cluster housing).

This item was tabled until June 22 per the request of the applicant.

- e. Real Estate Purchase and Sale between Orange County School Board, City of Winter Park and UP Fieldgate US Investments

Planning Director Dori Stone stated the agreement between the three parties is based on terms set out in the UP Fieldgate US Investments – Winter Park LLC Development Agreement dated March 19, 2015. As part of the Development Agreement for the Whole Foods project and the additional Building A, UP Fieldgate

agrees to construct the Lee Road extension as a necessary access point to the development along US 17-92. The development agreement requires the developer to also convey the right-of-way for the Lee Road extension to the City. To acquire the necessary rights-of-way, UP Fieldgate negotiated a purchase of property from the Orange County School Board. She summarized the other provisions within the agreement.

Ms. Stone stated FDOT is close to signing. Attorney Brown addressed his concern that the City could be in a position for liquidated damages under a strict time period that cannot be controlled and whether or not the City in its approval to enter into liquidated damages might be in excess of its authority. He stated he would like to see this deal being contingent upon FDOT giving approval and that the developer submits the building plans for the cure work they are going to do.

Upon discussion, Ms. Stone suggested to allow a continuance to go back and speak with the City Attorney and with UP Fieldgate about this to see if this can be worked out and to come to a compromise that the City Attorney is comfortable with. It was agreed to also table the next item.

Motion made by Mayor Leary to table this item, seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.

- f. Indemnity Agreement between the City and UP Fieldgate US Investments-Winter Park LLC

Motion made by Mayor Leary to table this item, seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.

- g. RESOLUTION NO. 2155-15: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, EXTENDING THE TERM OF EXISTENCE FOR THE VISIONING STEERING COMMITTEE; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

Attorney Brown read the resolution by title. Planning Director Dori Stone explained the request to extend the committee until August 26, 2016.

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

- h. RESOLUTION NO. 2156-15: A RESOLUTION OF THE COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, FOR THE APPROVAL OF THE JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF WINTER PARK - FM# 436862-1-58-01; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE

Attorney Brown read the resolution by title. Assistant Electric Director Terry Hotard explained the resolution for decorative lighting on Fairbanks Avenue (south side) between Orlando Avenue (17-92) and Interstate 4.

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

- i. RESOLUTION NO. 2157-15: A RESOLUTION OF THE COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, FOR THE APPROVAL OF THE JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF WINTER PARK – FM# 436862-1-58-02; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE

Attorney Brown read the resolution by title. Assistant Electric Director Terry Hotard explained the resolution for decorative lighting on Aloma Avenue between Pennsylvania Avenue and Lakemont Avenue (lights to actually be between Cortland and Shepherd Avenues).

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

- j. Fairbanks Avenue Undergrounding:

Electric Director Jerry Warren addressed the three agreements for approval. Questions were raised by the Commission whereby Mr. Warren responded. Commissioners thanked Mr. Warren for making this happen.

Agreement regarding construction of underground electric distribution lines with Duke Energy Florida

Motion made by Mayor Leary to approve the agreement for construction of underground distribution lines with Duke Energy Florida; seconded by Commissioner Sprinkel. No public comments were made. **Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

RESOLUTION NO. 2158-15: A RESOLUTION OF THE COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, FOR THE APPROVAL OF THE JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF WINTER PARK – FM# 433788-1-56-02; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE

Attorney Brown read the resolution by title.

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

Three party agreement with Duke Energy, Florida Department of Transportation and the City relating to the undergrounding of Duke's transmission line

Motion made by Mayor Leary to approve the agreement with Duke Energy, FDOT and the City relating to undergrounding of Duke's transmission line; seconded by Commissioner Sprinkel. No public comments were made. **Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

City Commission Reports:

a. Commissioner Seidel

Commissioner Seidel thanked Mayor Leary for a great job running the meeting.

b. Commissioner Sprinkel

Commissioner Sprinkel asked for clarification if discussion takes place before making a motion or after the motion is made. It was clarified that the Commission should discuss the item, make a motion and then allow public comment.

c. Commissioner Cooper

Commissioner Cooper commented that the Central Florida water initiative people asked if we would like to have a briefing before the close of the comment period on July 31. There was a consensus that the Sustainability Board will schedule this for their next meeting.

Commissioner Cooper announced the upcoming Florida League of Cities pension webinar.

d. Commissioner McMacken

Commissioner McMacken asked what is going on with the Blake yard and what the City is going to do with that. City Manager Knight stated the last discussion with the Commission resulted in different opinions as to what to do with the property so no direction was received by staff. He stated he can bring it back up for discussion at a later time.

City Manager Knight mentioned only receiving one bid on the Progress Point property. He asked if the Commission wants this to come before them or have the Economic Development Advisory Board or another board evaluate the bid prior to coming to the Commission. There was a consensus to send this to the EDAB for review at their next meeting. The notification for the Notice of Disposal was discussed.

Commissioner McMacken spoke about the great meeting he had with Mayor Leary on June 1.

e. Mayor Leary

Mayor Leary reported that he is meeting with Commissioner Seidel in the morning.

Mayor Leary announced his participation in the "Coffee Talk" this Friday. He asked Vice Mayor Sprinkel to attend the State of the County Address for him because of the time conflict with "Coffee Talk".

The meeting adjourned at 7:12 p.m.

Mayor Steve Leary

ATTEST:

City Clerk Cynthia S. Bonham, MMC



city commission agenda item

item type	Consent Agenda	meeting date	June 22, 2015
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	

Piggyback contracts

	vendor	item | background	fiscal impact	motion | recommendation
1.	HD Supply Waterworks, Ltd.	Water/Wastewater Material Alliance Extension Agreement No.895	Contract sets pricing no predetermined amount to be spent. Any expenditure included in approved FY15 budget.	Commission approve piggyback contract with HD Supply Waterworks, Ltd. and authorize the Mayor to execute contract.
Orlando Utilities Commission utilized a competitive bidding process to award this contract. The current contract pricing is valid through June 30, 2016.				
2.	CycleHop, LLC	Piggyback Contract for Bicycle Sharing System	City will spend \$5k for one location at SunRail. Additional sites would require sponsorships.	Commission approve piggyback contract with CycleHop, LLC and authorize the Mayor to execute contract.
The City of Orlando issued a formal solicitation for this contract. The term of the agreement is for 5 initial years with the option to renew for 5 additional 12 month periods, not to exceed 120 months.				
3.	Layne Inliner, LLC	Piggyback Contract IFB15-0017 – Storm Line Rehabilitation Cleaning & Video Recording	Total expenditure included in approved FY15 budget. Amount: \$475,570.00	Commission approve piggyback contract with Layne Inliner, LLC and authorize the Mayor to execute contract and proposal.
The City of Orlando issued a formal solicitation for this contract.				

Contracts

	vendor	item | background	fiscal impact	motion | recommendation
4.	Matern Professional Engineering, Inc.	Amendment 3 – RFQ-2-2012 Continuing Contracts for Professional, Architectural, & Engineering Services. Discipline: Green Planning	Continuing services contract which sets pricing for services when needed.	Commission approve Amendment 3 to Matern Professional Engineering, Inc. and authorize the Mayor to execute Amendment.
This City utilized a formal solicitation process to award this contract. The contract term was for a period of one year with a total of 4 one year renewal options, not to exceed five years in total.				
5.	Southeastern Surveying and Mapping Corporation	Amendment 3 – RFQ-2-2012 Continuing Contracts for Professional, Architectural, & Engineering Services. Discipline: Surveying Services	Continuing services contract which sets pricing for services when needed.	Commission approve Amendment 3 to Southeastern Surveying and Mapping Corporation and authorize the Mayor to execute Amendment.
This City utilized a formal solicitation process to award this contract. The contract term was for a period of one year with a total of 4 one year renewal options, not to exceed five years in total.				
6.	Kelly, Collins & Gentry, Inc.	Amendment 3 – RFQ-2-2012 Continuing Contracts for Professional, Architectural, & Engineering Services. Discipline: Roadway Design	Continuing services contract which sets pricing for services when needed.	Commission approve Amendment 3 to Kelly, Collins & Gentry, Inc. and authorize the Mayor to execute Amendment.
This City utilized a formal solicitation process to award this contract. The contract term was for a period of one year with a total of 4 one year renewal options, not to exceed five years in total.				



city commission agenda item

Item type	Action Item Requiring Discussion	meeting date	June 22, 2015		
prepared by	Cindy Bonham		<input checked="" type="checkbox"/>	City Manager	
department	City Clerk		<input 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 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

Annual Florida League of Cities Conference Voting Delegate

motion | recommendation

Motion to appoint either the Mayor or a Commissioner as the City of Winter Park voting delegate to attend the Florida League of Cities Annual Conference on August 13-15.

background

The Commission has delegated either the Mayor or a Commissioner in prior years. Election of League leadership and adoption of resolutions are undertaken during the business meeting. Voting delegates will also adopt the FLC 2016 Legislative Action Agenda because the 2016 Legislative Session will begin early next year. The voting delegate will make decisions that determine the direction of the League.

alternatives | other considerations

Do not send a voting delegate.

fiscal impact

Travel expenses and registration for the conference.



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: May 20, 2015

SUBJECT: 89th Annual FLC Conference – *Florida Cities: A Public Conversation*
VOTING DELEGATE INFORMATION
August 13-15, 2015 – World Center Marriott, Orlando

As you know, the Florida League of Cities' Annual Conference will be held at the World Center Marriott, Orlando, Florida on August 13-15. This year the theme for this year's conference is *Florida Cities: A Public Conversation*, which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. Voting delegates will also adopt the FLC 2016 Legislative Action Agenda because the 2016 Legislative Session will begin early next year. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2014.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 7, 2015.**

Attachments: Form Designating Voting Delegate

**89th Annual Conference
Florida League of Cities, Inc.
August 13-15, 2015
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email gdennard@flcities.com



Important Information

Submitting Resolutions for consideration by the FLC Resolutions Committee

The League's Resolutions Committee will be meeting in conjunction with the FLC Annual Conference, August 13-15, 2015. Any municipality interested in submitting resolutions for consideration must submit them to the League no later than **Wednesday, July 8, 2015**, to guarantee that they will be included in the packet of proposed resolutions to the Resolutions Committee. Resolutions are limited to federal, constitutional or commemorative issues that are of statewide concern. Attached are the procedures your municipality should follow for proposing resolutions to the League membership.

If you have questions regarding resolutions, please contact Allison Payne at apayne@flcities.com or 850-701-3602 at the League office.

FLC Legislative Policy Committee Process

With the Florida Legislature convening the 2016 Legislative Session in January instead of March 2016, the policy committee meetings will commence this June instead of September. This accelerated timeline means the proposed priorities adopted by each policy committee will then be submitted to the Legislative Committee and then ultimately the FLC membership for consideration and adoption at the FLC Annual Conference in August instead of the FLC Legislative Conference in November. These priorities then become the League's Legislative Action Agenda.

If you have questions regarding the legislative policy process, please contact Holly McPhail at hmcphail@flcities.com or 850-701-3604 at the League office.

**Procedures for Submitting Resolutions
Florida League of Cities' 89th Annual Conference
World Center Marriott, Orlando, Florida
August 13 – 15, 2015**

In order to fairly systematize the method for presenting resolutions to the League membership, the following procedures have been instituted:

- (1) Proposed resolutions must be submitted in writing, to be received in the League office by July 8, 2015, to guarantee that they will be included in the packet of proposed resolutions that will be submitted to the Resolutions Committee.
- (2) Proposed resolutions will be rewritten for proper form, duplicated by the League office and distributed to members of the Resolutions Committee. (Whenever possible, multiple resolutions on a similar issue will be rewritten to encompass the essential subject matter in a single resolution with a listing of original proposers.)
- (3) Proposed resolutions may be submitted directly to the Resolutions Committee at the conference; however, a favorable two-thirds vote of the committee will be necessary to consider such resolutions.
- (4) Proposed resolutions may be submitted directly to the business session of the conference without prior committee approval by a vote of two-thirds of the members present. In addition, a favorable weighted vote of a majority of members present will be required for adoption.
- (5) Proposed resolutions relating to state legislation will be referred to the appropriate standing policy committee. Such proposals will not be considered by the Resolutions Committee at the conference; however, all state legislative issues will be considered by the standing policy committees and the Legislative Committee, prior to the membership. At that time, a state Legislative Action Agenda will be adopted.
- (6) Proposed resolutions must address either federal issues, state constitutional issues, matters directly relating to the conference, matters recognizing statewide or national events or service by League officers. All other proposed resolutions will be referred for adoption to either the Florida League of Cities Board of Directors or FLC President.

Municipalities unable to formally adopt a resolution before the deadline may submit a letter to the League office indicating their city is considering the adoption of a resolution, outlining the subject thereof in as much detail as possible, and this letter will be forwarded to the Resolutions Committee for consideration in anticipation of receipt of the formal resolution.

Important Dates

May 2015

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Resolutions and Legislative Committees

June 2015

Appointment of Resolutions Committee Members
June 25 – Legislative Post-Session Review (2015 Session)
June 26 – Policy Committee Meetings (2016 Session)

July 2015

July 8 – Deadline for Submitting Resolutions to the League office
July 17 – Policy Committee Meetings (2016 Session)

August 2015

August 13 – Policy Committee Meetings including the finalization of
proposed committee statements (FLC Annual Conference)
August 14 – Resolutions Committee Meeting
August 14 – Legislative Committee Meeting (2016 Session)
August 15 – Pick Up Voting Delegate Credentials Followed by Annual
Business Session



city commission agenda item

Item type	Action Item Requiring Discussion	meeting date	June 22, 2015			
prepared by department	Parks and Recreation Department	approved by	<input checked="" type="checkbox"/> City Manager			
division	Administration		<input type="checkbox"/> City Attorney			
			<input type="checkbox"/> N/A			
board approval	Parks and Recreation Advisory Board	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> N/A	5-0	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

Citizens Century Collection

motion | recommendation

Recommend City Commission approval of the "Citizens Century Collection" recognition policy.

background

The "Citizens Century Collection" will provide recognition of Winter Park residents that have reached the age of 100. Upon request the City will plant a tree in their honor in Central Park or Martin Luther King, Jr. Park. Applicants can make requests for alternate planting locations but will be subject to approval by the Parks and Recreation Director. The tree shall be identified as a 3 "C" Tree by an attached tag showing the honoree information. The tree GPS position will be designated on a city map available on the City website.

alternatives | other considerations

Draft policy is provided as backup information

fiscal impact

Cost of trees and planting contractor.



Citizens Century

RULES & REGULATIONS

Parks & Recreation Advisory Board

> Reviewed 05.27.2015

Purpose: The purpose of this policy is to establish guidelines, standards, and procedures for the installation and care of trees planted in honor of residents who reach 100 years of age.

General: A request for a tree installation in particular Citizens Century Collections will be considered in honor of residents reaching 100 years of age. Citizen Century Collections will be established in Central Park and in Martin Luther King Park.

Requests for installation of an honorary tree in any other park will be subject to approval from the Parks and Recreation Director.

Guidelines established by this policy will only apply to all requests made after the effective date of this policy.

Maintenance: Trees will be maintained by the city. Trees are subject to peril from insects or harm and may be replaced should a tree not survive.

Cost: The City will cover the full-cost of the purchase, installation, and maintenance during the expected life cycle of the tree and will provide a temporary Honoree tag.

PROCEDURE:

Application: The Honoree or requesting party must contact the Parks and Recreation Department with a letter of request and a completed application form. Applications are available through the mail/e-mail, on the City website or in person at the Parks and Recreation Department. Completed applications should be submitted to the Parks and Recreation Department for review and processing to the attention of the department director.

Criteria for Acceptance:

The request for Century trees within Central Park or Martin Luther King, Jr. Park will be considered by the Department Director. Proposals may be subject to approval by the Urban Forestry Division, City Management and in certain circumstances the Parks and Recreation Advisory Board and Commission.

- The honoree must be at least 100 years old.
- Must be at least a 25 year resident of Winter Park.

Acknowledgement: An informational tag will be placed on the tree that bears the name of the honoree. The tag will be removed before any permanent damage to the tree occurs from growth restriction. No permanent memorial plaques will be installed for tree installations.

The GPS location of the tree will be provided on the City Of Winter Park website.

Trees: The size and species of trees shall include Life Oak, Tabebuia, Sweet Gum, Magnolia Grandiflora, Red Bud, Cypress and Chaste trees. Any other requested species shall be subject to approval by the Parks and Recreation Director and the Urban Forestry Manager.

Installation: The trees will be installed by the Urban Forestry Division with the assistance of the Parks and Recreation Department. A tree dedication ceremony will be held to honor the recipient and designate the tree as part of the Citizens Century Collection. The installation and ceremony will be scheduled at a time and date approved by the Parks and Recreation Department.

Removal and/or Relocation: This section applies to both existing and new trees. The City reserves the right to remove and/or relocate park elements when they interfere with site safety, maintenance, or construction activities or if the tree does not survive.

a) Establish Citizens Century Collection

Staff explained the idea of the century collection; a group or grove of trees will be planted to honor 100 year old city residents of 25 years or more. Janet Atkins had some concern about limiting the planting of the trees to two parks, staff explained that trees will not be limited to specific parks; they may be planted throughout the city. Staff will approve the application and location of the trees.

Motion made by Janet Atkins to approve action item "e" Seconded by Joel Roberts, the motion carried unanimously with a 5-0 vote.



city commission agenda item

Item type	Action Item Requiring Discussion	meeting date	June 22, 2015		
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		<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N/A	final vote
strategic objective	<input type="checkbox"/> Exceptional Quality of Life		<input type="checkbox"/>	Fiscal Stewardship	
	<input checked="" type="checkbox"/> Intelligent Growth & Development		<input type="checkbox"/>	Public Health & Safety	
	<input type="checkbox"/> Investment in Public Assets & Infrastructure				

subject

Real Estate Purchase and Sale Agreement between the Orange County School Board, the City of Winter Park and UP Fieldgate US Investments – Winter Park LLC and

Indemnity Agreement between the City of Winter Park and UP Fieldgate US Investments – Winter Park LLC

motion | recommendation

Request approval of the Agreement based on the terms set out in the UP Fieldgate US Investments – Winter Park LLC Development Agreement dated 03/19/15.

Request approval of the Indemnity Agreement for Cure issues outlined in the School Board/City/UP Fieldgate Agreement

background

Tri Party Agreement

Following the June 8, 2015 meeting, the City Attorney has renegotiated the tri-party agreement with the Orange County School Board and UP Fieldgate. The attached agreement reflects the following changes from the original agreement including:

- Developer assumes all responsibility to design and complete all cure work
- The developer will provide a letter of credit for \$500,000 to be used expressly to pay liquidated damages.

- There is a cap placed on liquidated damages limited to the LOC and the escrow.
- The City's liability as the purchaser is limited to the LOC and the escrow account funded by the developer but is not liable to pay liquidated damages from its own funds.
- The School Board may pursue the developer for any liquidated damages above the cap releasing liability to the city.

Agreement Summary

This agreement is a tri-party agreement between Orange County School Board, the City of Winter Park and UP Fieldgate for property currently owned by the School Board on the Winter Park Vo-Tech site to be used as rights-of-way for the proposed Lee Road Extension.

As part of the Development Agreement for the Whole Foods project and the additional Building A, UP Fieldgate agrees to construct the Lee Road Extension as a necessary access point to the development along US 17-92. The development agreement requires the developer to also convey the right of way for the Lee Road Extension to the City. To acquire the necessary rights of way, UP Fieldgate has negotiated a purchase of property from the Orange County School Board.

The terms of the Tri-Party Agreement provide that the School Board will convey the property to the city. The developer, on behalf of the city, will pay the school board the sum of \$2,580,000 for the property.

Since the Vo-Tech site will be losing parking spaces, the agreement also requires the city to "cause the undertaking and performance of the design, engineering, permitting and construction of certain cure work." The cure work includes the reconfiguration of the parking filed on the Vo-Tech site, the addition of a full access point from the remaining School property to the Lee Road Extension, drainage improvements, reconfiguration of the parking lot lighting and installation of new parking lot lighting and temporary offsite parking for the operation of the Vo-Tech center. The city is requiring UP Fieldgate to undertake and perform the cure work at no cost to either the School Board or the city. The School Board has the right to review and approve all cure work.

The Agreement also requires that temporary parking for the Vo-Tech site must be in place by September 1, 2015 and the cure work must be completed by December 31, 2015 or 120 days after the temporary completion date. The access point must be open by March 1, 2016 and the School Board is entitled to liquidated damages if the cure work is not completed in a timely manner. The conveyance of the property will be "As-is" and the city and the developer will have a 15 day inspection period commencing on the effective date of the agreement. The agreement requires that the property may only be used for public right of way and related purposes such as stormwater draining and retention.

The Orange County School Board approved the first agreement at their Board meeting on May 26, 2015. They will be considering the modified agreement at the Board meeting on June 23, 2015.

Indemnity Agreement

The attached Indemnity Agreement further clarifies the role of the city and the developer. This Agreement, between the city and UP Fieldgate, outlines a number of terms that removes the city from any liability by the School Board for the cure work to the Winter Park Vo-Tech site. The developer agrees to perform the cure work, assumes all penalties and agrees to defend any claims against the city that may arise from the School Board Agreement. The developer also will post a \$500,000 irrevocable letter of credit as security for this cure work.

This agreement has been drafted by the City Attorney's office and attorneys for UP Fieldgate to ensure that the city has no risk with regard to the cure work required by the School Board Agreement.

alternatives | other considerations

fiscal impact

There is no fiscal impact to the city for the acquisition of the property from the School Board. The developer will be assuming all liability for the purchase of the property and all necessary cure work.

REAL ESTATE PURCHASE AGREEMENT

Between

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, as Seller

and

THE CITY OF WINTER PARK, FLORIDA, as Purchaser

and

UP FIELDGATE US INVESTMENTS – WINTER PARK, LLC, as Developer

(Winter Park Adult Vocational Center)

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EXHIBIT "A"	Legal Description of the School
EXHIBIT "B"	Depiction of the Lee Road Extension
EXHIBIT "C"	Legal Description of the Land
EXHIBIT "D"	School Improvements

REAL ESTATE PURCHASE AGREEMENT
(Winter Park Adult Vocational Center)

THIS REAL ESTATE PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of the Effective Date (as hereinafter defined), by and between **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a public corporate body organized and existing under the Constitution and laws of the State of Florida, (“**Seller**”), **THE CITY OF WINTER PARK, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, (“**Purchaser**”), and **UP FIELDGATE US INVESTMENTS – WINTER PARK, LLC**, a Florida limited liability company (“**Developer**”).

WITNESSETH:

WHEREAS, Seller is the fee simple owner of a parcel of real property, commonly known as the Winter Park Adult Vocational Center, located on the northwest corner of West Webster Avenue and North Denning Drive in the incorporated City of Winter Park, Orange County, Florida, containing approximately 13.04 acres and bearing Orange County Property Appraiser’s Parcel Identification Number 01-22-29-3664-02-010, (the “**School**”) which School is legally described in **Exhibit “A”** attached hereto and by this reference made a part hereof, and the sale of a portion of the School for public right-of-way and related purposes is the subject of this Agreement; and

WHEREAS, Developer is the fee simple owner of parcels of real property, located generally west and northwest of the School, that Developer is developing and redeveloping for a commercial project (the “**Project**”); and

WHEREAS, in connection with the development of the Project, as a condition of Developer’s “final” conditional use approval of the Project on October 27, 2014, and as more particularly set forth in that certain “Developer’s Agreement” between Developer and Purchaser recorded on March 19, 2015 in Book 10891, Page 2720, of the Public Records of Orange County, Florida, (collectively, the “**Project Approvals**”) Developer will be required to obtain right-of-way and construct an extension of Lee Road (the “**Lee Road Extension**”) extending east from the current terminus of Lee Road with North Orlando Avenue, before curving 90 degrees to the right and proceeding south to a new terminus with West Webster Avenue, said Lee Road Extension being more particularly depicted and described in **Exhibit “B”** attached hereto and by this reference made a part hereof; and

WHEREAS, the Lee Road Extension is to be a publicly-dedicated right-of-way owned and maintained by Purchaser; and

WHEREAS, the construction of the Lee Road Extension requires Purchaser to obtain fee simple ownership of approximately 2.0 acres of the School (the “**Land**”) which Land is legally described in **Exhibit “C”** attached hereto and by this reference made a part hereof; and

WHEREAS, on May __, 2015, pursuant to Resolution No. _____, Seller (i)

declared the Land to be "unnecessary or unsuitable for school purposes" (i.e. surplus) in accordance with Policy DN of Seller, such policy having been adopted by Seller pursuant to the Florida Administrative Procedures Act (Chapter 120, Florida Statutes) and in accordance with the "State Requirements for Educational Facilities" approved by the Florida State Board of Education, and (ii) approved the sale of the Property to Purchaser for public right-of-way and related purposes for the Lee Road Extension; and

WHEREAS, in order to facilitate the Lee Road Extension and ensure compliance with Seller's duly adopted procurement policies, Developer has requested that Seller sell and convey the Land directly to Purchaser inasmuch as Purchaser shall ultimately own and maintain the Lee Road Extension, and Seller has agreed to sell the Land to Purchaser and Purchaser has agreed to purchase the Land with Developer providing the funds Developer would have expended in any event in accordance with the Developer's Agreement, said sale of Land to be together with (i) all tenements, hereditaments and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings and fixtures, if any, situated thereon, (iii) all right, title and interest of Seller in any street, road, alley or avenue adjoining such Land to the center line thereof, but (for avoidance of doubt) excluding any streets, roads, alleys or avenues, if any, within Seller's Retained Lands (hereinafter defined), and (iv) all of Seller's right, title and interest in any strip, hiatus, gore, gap or boundary adjustment area adjoining or affecting such Land (collectively, with the Land, the "**Property**"); and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Property upon the terms and conditions hereinbelow set forth, in order to effectuate the Lee Road Extension; and

WHEREAS, Seller's conveyance of the Property to Purchaser provides a material benefit to Developer inasmuch as Purchaser's acquisition of the Property allows Developer to construct the Lee Road Extension, perform the Cure Work and develop the Project; and

WHEREAS, this Agreement has a public purpose for the Purchaser because the Lee Road Extension is beneficial to the public as it provides improved traffic flow, and is required by FDOT for the benefit of the public; further, the Project will increase the Purchaser's tax base and improve this area of the City; and

WHEREAS, Purchaser and Developer have entered into a Developer's Agreement of even date with this Agreement providing that Developer is Purchaser's guarantor under this Agreement, and the real party in interest with respect to the conveyance of the Property; and

WHEREAS, the sale of the Land will result in certain work being necessary to replace Seller facilities that will be lost, which work is hereafter more clearly defined and referred to herein as the Cure Work; and

WHEREAS, Purchaser has agreed to cause the Cure Work to be completed and Developer has agreed to provide funds in escrow to guarantee the completion of the Cure Work with no out-of-pocket cost to Purchaser.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants

and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Agreement to Buy and Sell.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

3. **Purchase Price.** The purchase price to be paid by Developer to Seller, on behalf of Purchaser, for the Property (the "**Purchase Price**") shall be the sum of Two Million Five Hundred Eighty Thousand and No/100 U.S. Dollars (\$2,580,000.00), which Purchase Price shall be paid by Developer to Seller at the Closing, subject to appropriate credits, adjustments and prorations as hereinbelow provided. Purchaser is not responsible for paying any part of the Purchase Price. As additional consideration to Seller for the conveyance of the Property to Purchaser, and in addition to the Purchase Price, Purchaser has agreed to cause the undertaking and performance of the design, engineering, permitting, and construction of the Cure Work as described in Section 10 of this Agreement. Purchaser and Developer acknowledge that the Purchase Price has been arrived at after accounting for, and that Seller has only agreed to the Purchase Price because of, Purchaser's promise to cause the undertaking and performance of the design, engineering, permitting, and construction of the Cure Work.

4. **Purchaser's Access to Property.** Purchaser and Developer shall at all times before Closing have the right of going upon the Property with their respective agents and engineers as needed to inspect, examine, survey, and otherwise undertake those actions which Purchaser, in its sole discretion, deems necessary or desirable to determine the suitability of the Property for the Lee Road Extension; provided, however, all entries upon the Property shall be coordinated in advance of entry with the then current senior director of the public school on Seller's Retained Lands. Said privilege shall include, without limitation, the right to make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property, all of the foregoing (hereinafter collectively referred to as the "**Inspections**") at no cost or expense to Seller. Purchaser and Developer each covenant, respectively, that their respective activities will not cause any harm to Seller or the Property and will not unreasonably interfere with the use and operation of the Seller's Retained Lands and the school located thereon and that the Property will be immediately restored to the same or better condition as existed prior to their respective inspection activities. Purchaser (to the extent allowed by law) and Developer, respectively, and their respective agents and engineers shall at all times indemnify, save harmless and defend Seller, and Seller's board, staff, counsel, trustees, employees, and/or other agents, from and against any and all claims, liabilities, losses, costs, lawsuits, disputes, damages and expenses (including reasonable attorneys' fees whether incurred at or before the trial level or in any appellate proceedings) which Seller may suffer, sustain or incur by reason of the exercise of Purchaser's and Developer's respective rights under this Section 4, including, without limitation, any damage to the Property or to any person or other real or personal property, and including the

filing of any mechanics' or other statutory or common law lien or claims against the Property or any part thereof. The restoration and indemnification provisions of this Section 4 shall survive Closing or earlier termination of this Agreement.

5. **Survey and Title Matters.**

a. **Survey.** Purchaser shall, through Developer, and at Developer's expense, within five (5) days after the Effective Date, at no cost or expense to Seller, obtain a new, current survey of the Property (the "**Survey**") prepared by a registered surveyor, licensed in the State of Florida (the "**Surveyor**") and deliver a copy of such Survey to Developer and Seller and, if requested by Purchaser, to Purchaser. The Survey shall locate all improvements, if any, situated upon the Property and shall locate and identify with the relevant recorded information all utility lines and access, easements, streets, rights-of-way and other man-made objects, and locate all other matters not of record which are ascertainable by a visual inspection of the Property. The Survey shall identify any portion of the Property which is within a flood plain or which is subject to the jurisdiction of the Department of Environmental Protection, the Army Corps of Engineers, the applicable Water Management District or any agency of Orange County. The Survey shall also determine and certify within one-one hundredth (1/100th) of an acre the total acreage contained within the boundaries of the Property. The survey shall be certified to Purchaser, Seller, Developer, Purchaser's attorney, Seller's attorney, Developer's attorney, Title Agent (as defined below), and the Title Company (as defined below), and shall certify that such Survey was prepared in accordance with the ALTA/ACSM land survey requirements and the minimum technical requirements and standards promulgated by the Florida Board of Professional Land Surveyors, Chapter 61G-17 of the Florida Administrative Code and Section 427.027 of the Florida Statutes. The Survey shall, at Purchaser's option, also contain such other matters as are required by the Title Company. The Surveyor's seal shall be affixed to the Survey.

b. **Title Insurance.** Purchaser and Developer acknowledge receipt of Title Commitment No. 5011612-2037-3320722 with an effective date of April 13, 2015 at 8:00 a.m. (the "**Title Commitment**") proposing to insure the Property issued by First American Title Insurance Company ("**Title Company**"), by and through its agent, Shutts & Bowen LLP ("**Title Agent**"), together with copies of all exception documents referred to therein. The Title Commitment shall irrevocably obligate the Title Company to issue an ALTA title insurance policy approved for issuance in the State of Florida in the amount of the Purchase Price (the "**Title Policy**"), which Title Policy shall insure the Purchaser's fee simple title to the Property.

c. **Title and Survey Objection.** Within five (5) days after the receipt of the Survey, Purchaser shall provide Seller with notice of any matters set forth in the Title Commitment or Survey which are unacceptable to Purchaser, which matters shall be referred to herein as "**Title Defects**". Any matters set forth in the Title Commitment or Survey to which Purchaser does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**". Within five (5) days after receipt of the notice of Title Defects from Purchaser (the "**Seller's Response Period**"), Seller shall notify Purchaser whether Seller will attempt to cure any of the Title Defects; in the event Seller fails to notify Purchaser of its intent to cure any Title Defect(s) within the Seller's Response Period, Seller shall be deemed to have refused to cure such Title Defect(s). In the event Seller refuses to cure (or is deemed to refuse to cure) any Title

Defect within the Seller's Response Period then Purchaser may, at its option, by delivering written notice thereof to Seller prior to the expiration of the Inspection Period: (i) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no force and effect, and no party hereto shall have any further rights, obligations or liability hereunder, except as otherwise provided herein; or (ii) accept title to the Property subject to such Title Defects, whereupon such Title Defects that Seller has refused to cure shall for all purposes herein also be considered "**Permitted Exceptions**". If Seller elects to attempt to cure any of the Title Defects, Seller shall have until Closing (the "**Seller's Cure Period**") within which to use its diligent good faith efforts to cure such Title Defects to the satisfaction of Purchaser and the Title Company. In the event Seller fails to cure any Title Defect within Seller's Cure Period after agreeing to cure such Title Defect within the Seller's Response Period, then Purchaser may at its option by delivering written notice thereof to Seller prior to Closing: (i) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no force and effect, and no party hereto shall have any further rights, obligations or liability hereunder, except as otherwise provided herein; or (ii) accept title to the Property subject to such Title Defects, whereupon such Title Defects that Seller has failed to cure shall for all purposes herein also be considered "**Permitted Exceptions**".

6. **Inspection Period; As-Is Sale.** Purchaser and Developer shall have fifteen (15) days after the Effective Date (the "**Inspection Period**"), to determine, as to Purchaser, in Purchaser's sole and absolute discretion, and as to Developer, in Developer's sole and absolute discretion, that the Property is suitable and satisfactory for the Lee Road Extension.

In addition to those inspections of the Property permitted under Section 4 of this Agreement, during the Inspection Period, Purchaser may, in Purchaser's sole discretion and at no cost or expense to Seller, through Developer, and at Developer's expense, also: (i) have the Property tested, surveyed and inspected to determine if the Property contains any hazardous or toxic substances, wastes, materials, pollutants or contaminants; (ii) have the Property tested, surveyed and inspected to determine if the Property contains any endangered or threatened species of animal life or endangered, threatened or commercially exploited plants on or under it, including, without limitation, any jurisdictional wetlands, such that any state or federal agency, department or commission would disallow the use of the Property for the Lee Road Extension or require Purchaser to relocate any such species, plants or wetlands; and/or (iii) obtain an endangered species and habitat report. All entries upon the Property shall be coordinated in advance of entry with the then current senior director of the public school on Seller's Retained Lands.

As used herein, "**Hazardous Substances**" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). Purchaser may obtain a hazardous waste report prepared by a registered engineer.

In the event either Purchaser or Developer is not satisfied, in Purchaser's or Developer's sole discretion, with Purchaser's or Developer's respective inspections of the Property (if any), either Purchaser or Developer may elect to terminate this Agreement by written notice to Seller prior to the expiration of the Inspection Period, whereupon this Agreement shall terminate and be null and void and no party shall have any further liability or obligation hereunder except as otherwise provided herein.

Except to the extent specifically set forth herein, Seller makes and shall make no representation or warranty either express or implied regarding the condition, operability, safety, fitness for intended purpose or use of the Property. Purchaser and Developer specifically acknowledge and agree that except as otherwise specifically set forth herein to the contrary, Seller shall sell and Purchaser shall purchase the Property on an "AS IS, WHERE-IS, AND WITH ALL FAULTS" basis and that, except as otherwise specifically set forth herein to the contrary, neither Purchaser nor Developer is relying on any representations or warranties of any kind whatsoever, express or implied, from Seller and/or Seller's board, staff, counsel, trustees, employees, and/or other agents, as to any matters concerning the Property except as specifically set forth in this Agreement, including, without limitation, any warranty or representation as to: (i) the quality, nature, adequacy, and physical condition of the Property; (ii) the quality, nature, adequacy, and physical condition of soils, geology, and any groundwater; (iii) the existence, quality, nature, adequacy, and physical condition of utilities serving the Property; (iv) the development potential of the Property; (v) the Property's value, use, habitability, or merchantability; (vi) the fitness, suitability, or adequacy of the Property for any particular use or purpose; (vii) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property; (viii) the compliance of the Property or its operation with all applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity including, without limitation, environmental person or entity, including, without limitation, environmental laws, and environmental matters of any kind or nature whatsoever relating to the Property; (ix) the presence of hazardous or toxic materials on, under, or about the Property or the adjoining or neighboring property; (x) the quality of any labor and materials used in any improvements included in the Property; (xi) any service contracts, guarantees or warranties, or other agreements affecting the Property; (xii) the economics of the purchase of the Property; (xiii) the freedom of the Property from latent or apparent vices or defects; (xiv) peaceable possession of the Property; and (xv) any other matter or matters of any nature or kind whatsoever relating to the Property. Neither Purchaser nor Developer shall have any rights or claims whatsoever against Seller or Seller's board, staff, counsel, trustees, employees, or other agents, for damages, rescission of the sale, or reduction or return of the Purchase Price because of any matter not represented or warranted by Seller contained in this Agreement, and all such rights and claims are hereby expressly waived by Purchaser and Developer.

7. **School Improvements; Scope.** Purchaser and Developer acknowledge that the sale of the Property will result in the loss by Seller of approximately 2.0 acres of the School, including a minimum of one hundred six (106) parking spaces and associated improvements, and that as a result it will be necessary to reconfigure the development and improvements upon portions of the School other than the Property (the "**Seller's Retained Lands**") in order to

maintain safe, efficient, and legal operations of the public school upon the Seller's Retained Lands. Without limiting the generality of the foregoing, as a result the conveyance of the Property to Purchaser for public right-of-way purposes (and Seller's loss of use thereof), and/or as a result Developer's construction of the Project and the Lee Road Extension, it will be necessary to reconfigure the parking fields of the School, to add a full access point from Seller's Retained Lands to the Lee Road Extension, to make drainage improvements both within and external to Seller's Retained Lands to accommodate the stormwater retention/detention needs of Seller's Retained Lands, to reconfigure the parking lot lighting of the parking fields of the school and to install new parking lot lighting in connection therewith, to provide temporary offsite parking for the operation of the public school located on Seller's Retained Land during the performance of the Cure Work and to make certain other improvements both within and external to Seller's Retained Lands, which may include the removal, relocation, installation, and/or construction of utilities.

a. Definitions.

i. For the purposes of this Agreement, the term "**Parking Improvements**" shall mean those parking improvements depicted and described in **Exhibit "D"** attached hereto and by this reference made a part hereof (other than the Access Point (as defined below)) and, without limiting the foregoing, such Parking Improvements shall include (i) the removal of existing asphalt pavement, clearing, grading, base, sub-base, paving, curbing, sidewalks, drainage pipes, inlets, signage, striping, light poles, fencing, and landscaping within the Seller's Retained Lands and (ii) any such other improvements as are necessary to accommodate the parking needs of Seller's Retained Lands and to maintain safe, efficient, and legal operations of the public school upon Seller's Retained Lands, after the conveyance of the Property to Purchaser for public right-of-way purposes (and Seller's loss of use thereof) and/or resulting from Developer's construction of the Project, Developer's construction of the Lee Road Extension, and/or construction of the Cure Work (hereinafter defined).

ii. For the purposes of this Agreement, the term "**Temporary Parking Improvements**" shall mean those parking improvements on the Premises (as hereinafter defined) depicted and described in **Exhibit "D"** and, without limiting the foregoing, such Temporary Parking Improvements shall include (i) the removal of existing asphalt pavement, clearing, grading, base, sub-base, paving, curbing, sidewalks, signage, light poles, and fencing within and adjacent to the Premises and (ii) any such other improvements to the Premises and Seller's Retained Land as are necessary to accommodate the parking needs of Seller's Retained Lands during the time period commencing with the commencement of the Cure Work and ending with the Completion of the Cure Work and to maintain safe, efficient, and legal operations of the public school upon Seller's Retained Lands, after the conveyance of the Property to Purchaser for public right-of-way purposes (and Seller's loss of use thereof) and/or resulting from Developer's construction of the Project, Developer's construction of the Lee Road Extension, and/or construction of the Cure Work.

iii. For the purposes of this Agreement, the term "**Access Point**" shall mean and refer to the one (1) access point with full median cut providing for vehicular ingress and egress (right in and out and left in and out) to and from the Parking Improvements and the

Lee Road Extension in the location generally depicted in **Exhibit "D"** attached hereto. The exact location and configuration of the Access Point shall be subject to Seller's approval, as contemplated in Section 10 below.

iv. For the purposes of this Agreement, the term "**Drainage Improvements**" shall mean a drainage system within Seller's Retained Lands, within the Property, and/or within other lands of Purchaser and/or Developer to accommodate the stormwater retention/detention needs of Seller's Retained Lands and to maintain safe, efficient, and legal operations of the public school upon Seller's Retained Lands, after the conveyance of the Property to Purchaser for public right-of-way purposes (and Seller's loss of use thereof) and/or resulting from Developer's construction of the Project, Developer's construction of the Lee Road Extension, and/or construction of the Cure Work, including without limitation all aboveground and underground drainage, retention, detention, and conveyance facilities, lakes, ponds, ditches, trenches, swales, culverts, inlets, pipes, weirs, control structures, and other structures associated with such drainage system including a pond (the "**Pond**"), outside of Seller's Retained Lands, that may also accommodate certain stormwater retention/detention needs of the Lee Road Extension. For avoidance of doubt, the Drainage Improvements shall be generally consistent with those improvements depicted and described in **Exhibit "D"** attached hereto.

v. For the purposes of this Agreement, the term "**Utility Improvements**" shall mean and refer to the removal, relocation, installation, and/or construction of water, wastewater, reclaimed/reuse water, electrical, gas, telephone, internet, cable, and/or other utility pipes, lines, mains, lift stations, poles, wires, guy wires, transformers, and/or other facilities, and appurtenances associated therewith, within Seller's Retained Lands, within the Property, and/or within other lands of Purchaser and/or Developer necessary to accommodate the utility needs of Seller's Retained Lands and to maintain safe, efficient, and legal operations of the public school upon Seller's Retained Lands, after the conveyance of the Property to Purchaser for public right-of-way purposes (and Seller's loss of use thereof) and/or resulting from Developer's construction of the Project, Developer's construction of the Lee Road Extension, and/or construction of the Cure Work, including without limitation any required "upsizing" of existing utilities and/or "upsizing" of new utilities to be installed in connection with the Project, the Lee Road Extension, and/or the Cure Work.

vi. For the purposes of this Agreement, the term "**Other Improvements**" shall mean and refer such other work of every kind and nature and to the removal, relocation, installation, and/or construction of such other improvements and facilities of every kind and nature within Seller's Retained Lands, within the Property, and/or within other lands of Purchaser and/or Developer (other than the Parking Improvements, the Access Point, the Drainage Improvements, the Utility Improvements, and the Access Improvements (hereinafter defined)) necessary to maintain safe, efficient, and legal operations of the public school upon Seller's Retained Lands, after the conveyance of the Property to Purchaser for public right-of-way purposes (and Seller's loss of use thereof) and/or resulting from Developer's construction of the Project, Developer's construction of the Lee Road Extension, and/or construction of the Cure Work.

vii. For the purposes of this Agreement, the term “**School Improvements**” shall mean, collectively, the Parking Improvements, the Temporary Parking Improvements, the Access Point, the Drainage Improvements, the Utility Improvements, the Other Improvements, and the Access Improvements.

b. Purchaser, Seller and Developer acknowledge that while some of the School Improvements are depicted and described in **Exhibit “D”**, the exact nature of all School Improvements and the complete list of all matters that will constitute School Improvements (collectively, the “**Scope**”) are unknown as of the Effective Date. Prior to the expiration of the Inspection Period, Purchaser, Seller and Developer shall agree upon the Scope and shall document their agreement upon the Scope through an amendment of this Agreement which amendment shall, among other terms and provisions, add such Scope to this Agreement as an exhibit hereto. Purchaser and Developer hereby acknowledge that the Scope will materially impact Seller, and that Seller shall have the right to review and approve or disapprove all aspects of the Scope in its sole, exclusive and absolute discretion. To facilitate agreement by the parties on the Scope prior to the end of the Inspection Period, Developer shall provide Purchaser and Seller with Developer’s proposed Scope within five (5) days after the Effective Date. If Purchaser, Seller and Developer do not agree upon the Scope (and document such agreement through an amendment of this Agreement) prior to expiration of the Inspection Period, then any of Purchaser, Seller or Developer may, by written notice to all other parties, terminate this Agreement at any time thereafter; upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

8. **Conditions Precedent to Seller’s Obligation to Close.** Seller’s obligation to sell the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the “**Conditions to Close**”) on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

a. The representations, warranties and covenants of Purchaser and Developer contained in this Agreement shall be true and correct as of the Closing Date.

b. Purchaser and Developer shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Purchaser and/or Developer at or prior to Closing.

c. Purchaser, Seller, and Developer shall have agreed upon the Scope.

d. Seller shall have approved the Proposed Plans such that the Proposed Plans are deemed Submission Plans in accordance with Section 10 below.

e. Purchaser, Seller, and Developer shall have agreed upon forms of the Escrow Agreement (hereinafter defined), Temporary Construction Easement (hereinafter defined), Drainage Easement (hereinafter defined) and Letter of Credit (as hereinafter defined).

f. Purchaser, Seller and Developer shall have agreed upon the amount of the Escrowed Funds (as defined in Section 10.j. below)

g. Purchaser shall have surrendered to Seller sole and exclusive possession of the Premises (as defined in Section 25) in accordance with Section 25 of this Agreement.

h. Seller may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing conditions to its obligations hereunder and the consummation of such sale, but any such waiver shall be effective only if contained in writing signed by Seller and delivered to Purchaser and Developer. Except as to the condition waived, no waiver shall reduce the rights or remedies of Seller by reason of any breach of any undertaking, agreement, warranty, representation or covenant of Purchaser and/or Developer.

i. In the event any of the foregoing conditions, or other conditions to this Agreement, are not fulfilled or waived prior to the date of Closing, Seller may terminate this Agreement, regardless of whether such right is otherwise expressly provided above, by written notice of Seller delivered to Purchaser and Developer prior to the Closing Date. Notwithstanding anything herein to the contrary, in the event of any such termination, this Agreement shall become null and void and of no further force or effect with neither party having any further rights or liabilities hereunder, except as otherwise provided herein.

9. **Closing Date and Closing Procedures and Requirements.**

a. **Closing Date.** The closing (the “**Closing**”) shall be fifteen (15) business days after satisfaction of the Conditions to Close; but in no event later than June 25, 2015 (“**Closing Date**”), at the offices of the Title Company (the “**Closing Agent**”). Closing Agent shall prepare all documents for Closing and act as escrow agent (the “**Escrow Agent**”).

b. **Conveyance of Title.** At the Closing, Seller shall execute and deliver to Purchaser a Special Warranty Deed conveying fee simple marketable record title to the Property to Purchaser, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, excepting only the Permitted Exceptions (“**Deed**”). Developer, Seller, and Purchaser agree that such documents, resolutions, certificates of good standing and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner’s affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy and other affidavits reasonably required by a party to this Agreement, the Title Company, or Closing Agent, and a certificate duly executed by Seller certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as may be amended from time to time.

c. **Prorating of Taxes and Assessments; Special Assessments.** All real property ad valorem taxes, general assessments and all Municipal Services Taxing Unit (“**MSTU**”) charges applicable to the Property shall be prorated as of the Closing Date between Seller and Purchaser, and at Closing Seller will pay to Purchaser (or the Closing Agent) Seller’s pro rata share of such taxes, assessments, and MSTU charges as determined by the Orange County Property Appraiser, the Orange County Tax Collector, and any other applicable governmental authority. Delivery of such tax payment to Orange County along with a copy of

the Deed and a request to remove the Property from the tax roll at Closing shall be the responsibility of the Closing Agent and shall occur at Closing. If the real property ad valorem taxes, general assessments, and MSTU charges applicable to the Property are not available at Closing, then they shall be estimated based upon the most recent information available. If the Closing occurs in November or December Seller shall be responsible for the entire year's tax liability. Seller shall pay in full, on or before the Closing Date, all special assessments which have been levied and certified, confirmed, and/or ratified prior to Closing.

d. Closing Costs. Developer shall pay all costs of the Closing including without limitation: (i) all real property transfer and transaction taxes and levies, if any, relating to the purchase or sale of the Property including, without limitation, the documentary stamps which shall be affixed to the Deed; (ii) title search fees, title insurance premiums for the Title Commitment/Policy equal to the Purchase Price to be issued by Title Agent, and title insurance premiums for any endorsements to the Title Commitment/Policy; (iii) the cost of preparing the Closing documents; and (iv) the cost of recording the Deed, the Drainage Easement (hereinafter defined), and any other documents to be recorded at Closing. Notwithstanding the foregoing, each party shall pay its own attorneys' fees and costs. Notwithstanding the foregoing, all parties acknowledge and agree that the Deed will constitute a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax under Florida Department of Revenue Rule 12B-4.0114(10), F.A.C.

10. Cure Work. Upon the terms and provisions more particularly set forth herein, Purchaser, at no cost or expense to Seller, shall cause to be designed, engineered, permitted, and constructed: (i) the School Improvements; (ii) all other site work, work, and improvements that are described in the Submission Plans (hereinafter defined) or the revised Submission Plans (if applicable); and (iii) all other site work, work, and improvements required by the Permits (hereinafter defined) (collectively, the "Cure Work"). Purchaser intends to retain Developer to undertake and perform the Cure Work and Purchaser shall require Developer to provide a letter of credit to Purchaser to insure the timely performance and completion of the Cure Work in accordance with this Agreement. All terms and provisions of this Section 10 shall survive Closing hereunder. ~~However, the~~ The parties acknowledge that Developer is ultimately responsible to properly design and timely complete all of the Cure Work in accordance with the terms and conditions of this Agreement, and that Purchaser's liability for liquidated damages (as provided for in Section 10(i) below) shall be limited to a maximum of the LOC and ~~escrow the Escrow Funds (as defined in Section 10(j) below) to be~~ provided and funded by Developer and that Purchaser is not liable to pay ~~Liquidated Damages~~ liquidated damages from its own funds. ~~The~~ For purposes of this Agreement, the LOC shall mean ~~a Letter of Credit~~ and refer to a letter of credit in form and content acceptable to the Seller in the amount of Five Hundred Thousand Dollars (\$500,000.00), to be provided and funded by Developer and that is expressly available to pay ~~Liquidated Damages on Seller liquidated damages upon the~~ breach of ~~the any~~ Cure Work completion deadline. ~~This~~ The LOC and the Escrowed Funds ~~as defined and referred to in 10(i) and (j) hereafter~~ shall be the cap and not to exceed amount of the Purchaser's ~~(City's) liability for Liquidated Damages, although the School Board may pursue the Developer for any Liquidated Damages it may have a right to claim against Developer notwithstanding the cap/not to exceed amount herein referred to with respect to the Purchaser/City.~~ liability for liquidated damages under this Agreement and in the event the Escrowed Funds and/or the LOC are not

available to be drawn upon or are insufficient to pay the liquidated damages claimed by Seller, then such liquidated damages shall be paid directly by Developer to the Seller without any cap on the Developer's liability for liquidated damages. The parties acknowledge and agree that the LOC and Escrowed Funds are for the benefit of Seller to ensure the timely and satisfactory completion of the Cure Work and that Seller is, and shall be, a direct or third party beneficiary to all agreements related to the LOC and Escrowed Funds. Purchaser agrees that it shall not draw on the LOC without Seller's prior written consent and that Purchaser shall promptly draw against the LOC when requested by Seller to do so in writing.

a. Definitions.

i. For the purposes of this Agreement, the term “**Permits**” shall mean all permits, approvals, licenses, authorizations, and development entitlements of/from all Governmental Authority(ies), including Purchaser, Seller, the St. Johns River Water Management District and the Florida Department of Transportation, consents from all private parties with rights of consent or approval applicable to the School, and easements from persons from whom easements may be obtained, that are required or beneficial to own, improve, construct, develop, use, occupy, or operate the School Improvements in accordance with the Submission Plans (hereinafter defined) and/or revised Submission Plans, if applicable, including: (i) any required rezoning, land use designation changes, and/or comprehensive plan amendments; (ii) all subdivision, preliminary subdivision, and site plans; (iii) all applicable St. Johns River Water Management District and United States Army Corps of Engineers approvals, or determinations of no jurisdiction, as applicable; (iv) building permits; and (v) Approval by all Governmental Authority(ies) of final construction and engineering plans, including drainage and infrastructure plans, for the development and construction of the School Improvements, and completion thereafter of the pre-construction meetings required as part of the engineering and construction plan review process, allowing Purchaser to immediately cause the commencement of construction of the School Improvements after the Closing.

ii. For the purposes of this Agreement, the term “**Governmental Authorities**” shall mean Purchaser, Seller and any and all federal, state, county, municipal, or other governmental department or entity, or any authority, commission, board, bureau, court, community development district, or agency having jurisdiction over the School or any portion thereof, and whose approval is necessary or beneficial for the construction of the School Improvements, including without limitation, the United States Army Corps of Engineers, Orange County, Florida, Seller, Purchaser, the Florida Department of Environmental Protection, the Florida Department of Transportation, and the St. Johns River Water Management District.

iii. For the purposes of this Agreement, the terms “**Approval**” or “**Approved**” shall mean final approval by the applicable Governmental Authority(ies) and the expiration of all appeal periods for the same without an appeal being filed, with such matter being approved containing no terms, conditions, or provisions that are unsatisfactory or objectionable to Seller in its sole, exclusive and absolute discretion.

b. Review and Approval of Proposed Plans. Subject to other terms and conditions of this Agreement, the Purchaser shall, at no cost or expense to Seller, cause to be

prepared and provided to Seller complete engineering plans, specifications, and drawings for permitting and construction of the School Improvements as agreed upon in the Scope (the **“Proposed Plans”**) no later than the expiration of the Inspection Period. As part of the design of the Access Point, Purchaser shall, at no cost or expense to Seller, cause to be taken any and all action reasonably necessary to amend, revise, or redesign the Lee Road Extension to provide the Access Point and to ensure the safe and efficient circulation of traffic for the operation of a public school upon the Seller’s Retained Lands and the surrounding areas, including, without limitation, the assessment and determination of need for additional turn lanes or other improvements (the **“Access Improvements”**) to accommodate the traffic needs of the educational facility and potential impact on the surrounding areas. Within fifteen (15) days following Seller’s receipt of the Proposed Plans, Seller shall notify Purchaser and Developer of its approval or disapproval thereof, and, if disapproved, the specific reasons for such disapproval and the modifications deemed necessary by Seller in order for the Proposed Plans to be acceptable (**“Disapproval Notice”**). Purchaser and Developer hereby acknowledge that the design of the School Improvements will materially impact Seller, and that Seller shall have the right to review and approve or disapprove all aspects of the Proposed Plans in its sole, exclusive and absolute discretion. In the event Seller does not deliver a Disapproval Notice to Purchaser and Developer within said fifteen (15) day period, the Proposed Plans as submitted by Purchaser or on behalf of Purchaser shall be deemed approved. In the event Seller timely delivers a Disapproval Notice to Purchaser, Purchaser shall cause the Proposed Plans to be revised to address Seller’s concerns or objections and have the same resubmitted to Seller within ten (10) days following Purchaser’s receipt of Seller’s Disapproval Notice, whereupon Seller shall have ten (10) days following the delivery of the revised Proposed Plans to review the same and notify Purchaser and Developer of its approval or to deliver to Purchaser and Developer another Disapproval Notice. In the event Seller does not deliver another Disapproval Notice to Purchaser and Developer within said ten (10) day period, the revised Proposed Plans shall be deemed approved. The parties shall continue the foregoing process until the Proposed Plans are approved by Seller (the Proposed Plans as approved by Seller are hereinafter be referred to as the **“Submission Plans”**). Purchaser and Developer acknowledge that any approval by Seller pursuant to this paragraph with respect to the Proposed Plans shall not mean that the School Improvements proposed thereby comply with any applicable laws, regulations, rules, ordinances or statutes; moreover, the approval of Submission Plans by Seller shall not impose any liability or warranty obligation on Seller. The parties agree that Developer is ultimately responsible to design and timely complete the Cure Work in accordance with the terms and conditions of this Agreement.

c. Permits for Submission Plans. Immediately subsequent to obtaining Seller’s approval of the Submission Plans, Purchaser shall submit or cause to be submitted, the Submissions Plans to the Governmental Authorities having jurisdiction thereof in order to obtain the Permits, and shall diligently and in good faith pursue, or cause to be diligently pursued, the Permits at no cost or expense to Seller. In the event any changes need to be made to the Submission Plans after submission of the same to Governmental Authorities, Purchaser shall cause the same to be revised and resubmitted to Seller for approval or disapproval and the parties shall undertake the same approval process as set forth in the immediately preceding paragraph until the revised Submission Plans are approved by Seller, which approval by Seller must be obtained prior to the submission of such revised Submission Plans for approval by any

Governmental Authorities.

Without limiting the generality of the foregoing, the Permits to be obtained by or on behalf of Purchaser include without limitation applicable permits from Seller's Building Code Compliance Office (the "BCCO"), applicable permits from the Florida Department of Education, applicable permits from the St. Johns River Water Management District and applicable permits from the Florida Department of Transportation. For avoidance of doubt, review of the Submission Plans by the BCCO (and issuance of permits by the BCCO) is a process separate and in addition to the review and approval/disapproval of the Proposed Plans (and/or revised Submission Plans, if applicable) to be undertaken by Seller pursuant to Section 10(b) of this Agreement. If Purchaser performs, or causes to be performed, any Cure Work without obtaining, or contrary to, the Permits, Purchaser (through application of the Escrow Funds as hereafter defined) shall bear all costs arising therefrom. Developer shall pay, or cause to be paid, all applicable governmental charges and inspection fees necessary for the prosecution of the Cure Work. The parties agree that the Developer is the party ultimately responsible to design and timely complete the Cure Work ~~timely and properly~~ in accordance with the terms and conditions of this Agreement.

d. Cooperation. Developer and Seller shall, upon the reasonable request of Purchaser, at no cost or expense to Seller, join in all application and submissions, forms, or documents that shall be reasonably required by any Governmental Authority, to facilitate the processing of the Submission Plans and approval of the School Improvements and the Permits.

e. Construction. Promptly after obtaining the Permits, but in no event prior to Closing, Purchaser shall commence and diligently pursue or cause the commencement and diligent pursuit of the construction of the Cure Work to Completion. All Cure Work shall be constructed: (i) in conformity with the Submission Plans (or the revised Submission Plans, if applicable); (ii) in conformity with the Permits; (iii) in conformity with applicable laws; (iv) in a good and workmanlike manner; and (v) free and clear of all liens, claims and encumbrances. Notwithstanding the foregoing, in order to accommodate the parking needs for Seller's Retained Land during the construction of the Cure Work, Completion of the Temporary Parking Improvements (as finally approved in the Submission Plans) shall occur prior to and as a condition precedent to the commencement of construction of any other aspect of the Cure Work.

f. Completion Dates. Purchaser, at no cost or expense to Seller or Purchaser, shall cause the Temporary Parking Improvements to be Completed by the latter of (a) September 1, 2015 or (b) that date which is forty-five (45) days after issuance of all approvals and permits from the BCCO (the "**Temporary Completion Date**"). Developer, at no cost or expense to Seller or Purchaser, shall cause the remainder of the Cure Work (other than the opening of the Access Point such that the Access Point may be lawfully used by the Seller and the public for vehicular and pedestrian access to and from the Temporary Parking Improvements and the Lee Road Extension) to be Completed (the "**Completion Date**") by the latter of (a) December 31, 2015 or (b) that certain date which is one hundred twenty (120) days after the Temporary Completion Date. Developer, at no cost or expense to Seller or Purchaser, shall cause the Access Point to be opened such that the Access Point may be lawfully used by the Seller and the public for vehicular and pedestrian access to and from the Parking Improvements and the Lee Road

Extension (the “**Access Point Opening Date**”) on or before March 1, 2016.

g. Completion. For the purposes of this Agreement, the terms “**Complete**”, “**Completed**”, or “**Completion**”, or words of similar import, shall be deemed to have occurred with regard to each applicable portion of the Cure Work only when: (i) all elements of such Cure Work have been constructed and installed by Purchaser, including without limitation the completion and satisfaction of material and non-material “punchlist” items; (ii) the as-built elevation of the Seller’s Retained Lands as to such Cure Work meet the requirements of the Submission Plans (or the revised Submission Plans, if applicable) and the Permits in all material respects; (iii) final approval of such Cure Work, including approval that such Cure Work may be lawfully used for its intended purposes, has been obtained from Purchaser and all other applicable Governmental Authorities, and final certificates of completion (or equivalent certificates) have been issued by Seller, Purchaser, and all other applicable Governmental Authorities (collectively, the “**Certificates**”); (iv) the Utility Improvements included in such Cure Work have been approved by the applicable utility provider(s) and either: (x) the Utility Improvements (within the Property and/or within other lands of Developer) included in such Cure Work have been dedicated as utilities to the appropriate governmental entity(ies) and/or service provider(s), or (y) Purchaser and/or Developer have granted Seller and the appropriate governmental entity(ies) and/or service provider(s) appropriate easements over the Utility Improvements included in such Cure Work permitting use of all Utility Improvements (within the Property and/or within other lands of Purchaser and Developer) for the operation a public school upon Seller’s Retained Lands; (v) Purchaser has delivered to Seller one or more letters signed by Developer’s engineer of record for the Cure Work (or portion thereof) (the “**Completion Notice**”), enclosing the applicable Certificates, and wherein Purchaser’s engineer certifies to Seller that each of (i), (ii), (iii), and (iv) set forth above in this paragraph, as applicable, have occurred and that all elements of such Cure Work have been Completed in accordance with the requirements of applicable law, in accordance with the Permits, and in accordance with the Submission Plans (or the revised Submission Plans, if applicable); and (vi) all Deficiencies (hereinafter defined) have been cured to Seller’s satisfaction in Seller’s sole, exclusive and absolute discretion.

h. Verification of Completion. Seller shall have a period of thirty (30) days from the date of its receipt of a Completion Notice (the “**Verification Period**”) within which to determine, in Seller’s sole discretion, whether or not the applicable portion of the Cure Work which is the subject of the Completion Notice has been Completed and whether Seller’s Retained Lands, as improved by such Cure Work, are in a condition acceptable to Seller in its sole discretion. In the event Seller shall determine that such Cure Work has not been Completed and/or that Seller’s Retained Lands, as improved by the Cure Work, are not in a condition acceptable to Seller, Seller shall provide a written notice to Purchaser and Developer of the deficiencies in such Cure Work (the “**Deficiencies**”), in which case Purchaser shall have ten (10) days to cause said Deficiencies to be cured and provide written notice to Seller that such Deficiencies have been cured. Upon the receipt of any such notice from Purchaser, Seller shall have five (5) business days to provide a written notice to Purchaser and Developer that such Deficiencies have not been cured, in which case Purchaser shall have ten (10) days to cause the outstanding Deficiencies to be cured and provide written notice to Seller that the outstanding Deficiencies have been cured. The foregoing process shall be repeated until all Deficiencies have

been cured to Seller's satisfaction in Seller's sole, absolute and exclusive discretion. At such time as Seller either: (i) notifies Purchaser and Developer that there are no Deficiencies (or that all Deficiencies have been cured), or (ii) fails to provide a notice of Deficiencies to Purchaser and Developer within the time periods established by this paragraph; then "**Completion**" shall be deemed to have occurred.

i. Payment of Liquidated Damages for Failure to Timely Complete the Cure Work: It is mutually agreed by and between the parties hereto that time shall be an essential part of this Agreement and that if Purchaser fails to cause any or each of the Temporary Parking Improvements to be Completed by the Temporary Completion Date, the Cure Work (other than the opening of the Access Point such that the Access Point may be lawfully used by the Seller and the public for vehicular and pedestrian access to and from the Temporary Parking Improvements and the Lee Road Extension) to be Completed by the Completion Date, or the Access Point to be opened for vehicular and pedestrian access to and from the Temporary Parking Improvements and the Lee Road Extension by the Access Point Opening Date, Seller shall be damaged thereby; and because the amount of said damages to Seller in its efforts to operate a public school upon Seller's Retained Lands is difficult if not impossible to definitely ascertain and prove, it is hereby agreed that for such period of time after (i) the Temporary Completion Date the Temporary Parking Improvements are not Completed, (ii) the Completion Date the Cure Work (other than the opening of the Access Point such that the Access Point may be lawfully used by the Seller and the public for vehicular and pedestrian access to and from the Temporary Parking Improvements and the Lee Road Extension) is not Completed, or (iii) the Access Point Opening Date the Access Point is not opened such that the Access Point may be lawfully used by the Seller and the public for vehicular and pedestrian access to and from the Temporary Parking Improvements and the Lee Road Extension, in each such instance the amount of such damages shall be ONE THOUSAND DOLLARS (\$1,000.00) per day for the first thirty (30) days, THREE THOUSAND DOLLARS (\$3,000.00) per day for the next thirty (30) days and thereafter FIVE THOUSAND DOLLARS (\$5,000.00) per day until such time as the Temporary Parking Improvements are Complete, the Cure Work (other than the opening of the Access Point for vehicular and pedestrian access to and from the Temporary Parking Improvements and the Lee Road Extension) is Complete, or the Access Point is opened for vehicular and pedestrian access to and from the Temporary Parking Improvements and the Lee Road Extension, as the case may be, and Purchaser ~~and Developer~~ hereby ~~agree~~agrees that said sum may be deducted from monies otherwise due and payable to Purchaser under the Escrow Agreement (hereinafter defined); provided, however, that Purchaser's liability under this paragraph shall ~~in no event be construed as being~~be limited to the amount of the Escrowed Funds (as defined below), ~~as the case may be, and if the Escrowed Funds and the LOC to be provided and funded by Developer pursuant to this Section 10 and that certain Indemnity Agreement Regarding Whole Foods Development and Lee Road Extension dated of even date herewith and entered into by and between the Purchaser and Developer (the "Indemnity Agreement"). If the Escrowed Funds and/or the LOC are not available to be drawn upon, said Damages or are insufficient to pay the liquidated damages claimed by Seller, then such liquidated damages shall be paid directly by Developer to the Seller without any cap on the Developer's liability for liquidated damages;~~ and Purchaser and Developer further agree that said sum is not a penalty but reasonable compensation for the damages incurred by Seller. Notwithstanding any other provision, the parties agree ~~(and School Board particularly agrees)~~ that in no event shall the City

~~of Winter Park~~Purchaser be liable ~~as Purchaser (or otherwise)~~ to pay ~~Liquidated Damages~~liquidated damages in any amount in excess of said Escrowed Funds plus the LOC provided. ~~Purchaser and paid for by Developer in the amount of Five Hundred Thousand Dollars (\$500,000.00), pursuant to its~~acknowledge and agree that Seller is and shall be a direct or third party beneficiary of the indemnity agreement.

j. Guaranty of Purchaser's Post-Closing Performance. Seller and Purchaser shall enter into an unrecorded agreement at Closing which shall (i) identify both the Cure Work to be Completed by Purchaser after the Closing and an estimate of the cost to Complete such work, (ii) require Purchaser to place into an escrow account with Escrow Agent, in addition to the Purchase Price to be paid to Seller, a sum equal to one hundred twenty five percent (125%) of the estimated cost of the Cure Work (to be agreed upon by Purchaser and Seller prior to expiration of the Inspection Period) (the "**Escrowed Funds**"), and (iii) authorize and direct Escrow Agent to hold such funds until Completion of the Cure Work ("**Escrow Agreement**"). The Escrowed Funds will be paid into escrow by Developer, on behalf of the Purchaser. The amount of the Escrowed Funds and the Escrow Agreement shall be drafted and approved in writing by Seller, Purchaser and Developer during the Inspection Period. If Seller, Purchaser and Developer do not agree upon the amount of Escrowed Funds and the form of Escrow Agreement prior to expiration of the Inspection Period, then either Seller, Purchaser or Developer may, by written notice to all other parties, terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein. Notwithstanding the foregoing, Developer may provide an irrevocable Letter of Credit, issued from a Florida bank acceptable to Seller in Seller's sole, exclusive and absolute discretion and approved in form and content by Seller, in Seller's sole, absolute and exclusive discretion, equal to the Escrowed Funds required (the "**Letter of Credit**"), in lieu of cash for the Escrowed Funds.

k. Self-Help. In the event Purchaser does not cause the Completion of Temporary Parking Improvements, Completion of the Cure Work (other than the opening of the Access Point for vehicular and pedestrian access to and from the Temporary Parking Improvements and the Lee Road Extension), or the opening of the Access Point for vehicular and pedestrian access to and from the Temporary Parking Improvements and the Lee Road Extension by the Access Point Opening Date by the applicable completion dates set forth in Section 10(f) above, then, in each such instance, Seller shall be entitled, in addition to all other remedies available at law or in equity or otherwise set forth in this Agreement (including without limitation the liquidated damages provisions of Section 10(i)), to Complete such work itself, and all costs and expenses incurred by Seller in completing such work (including, without limitation, attorneys' fees, mobilization costs, and all other costs incurred as a result of the failure to timely Complete such work) plus ten percent (10%) for administrative costs, shall, at the election of Seller and upon written demand by Seller therefor, be paid to Seller by Escrow Agent from the Escrowed Funds. Purchaser covenants and agrees to cooperate with Seller, and to cause its contractors and engineers to cooperate with Seller, in connection with Seller's exercise of the remedy set forth in this paragraph, and to: (i) assign to Seller, as necessary, Purchaser's rights under those Permits that may necessary for Seller to Complete such Cure Work itself; and (ii) grant to Seller such easements over, under, on, upon, through, and across, and/or to grant to Seller such permits, licenses, and/or other authorizations of Purchaser (including without

limitation right-of-way use permits, if applicable) to use, the Property (and such other lands of Developer , if necessary) as may necessary for Seller to Complete such Cure Work itself. Developer covenants and agrees to cooperate with Seller in connection with Seller's exercise of the remedy set forth in this paragraph and to grant to Seller such easements over, under, on, upon, through, and across lands of Developer as may be necessary for Seller to Complete such Cure Work itself. To the extent the Escrowed Funds, as the case may be, are not sufficient to fund such Self-Help, Developer shall pay any shortfall to Purchaser who shall forward same promptly to Seller.

1. Access to Seller's Retained Lands and the Premises.

i. Notice. Purchaser shall, prior to causing the commencement of any construction of the Cure Work within Seller's Retained Lands and the Premises, provide three (3) weeks advanced notice to: (1) Seller's Department of Facilities and Environmental Services and furnish such department with a description of the proposed work; and (2) the principal (or senior director, as applicable) of the public school on Seller's Retained Lands.

ii. Access Restrictions. All entries upon Seller's Retained Lands and the Premises by Purchaser, and its successors, employees, contractors, subcontractors, consultants, and agents shall be coordinated in advance of entry with the then current principal (or senior director, as applicable) of the school on Seller's Retained Lands or other appropriate School Board representative designated by Seller to ensure that said entries are in compliance with all applicable laws, including the Jessica Lunsford Act (and all rules or regulations implemented by Seller in order to comply with the Jessica Lunsford Act). Further, Purchaser shall be prohibited from performing any work within Seller's Retained Lands and the Premises during FCAT (or other standardized assessment testing, as adopted by Seller from time to time) testing dates as determined by Seller in its sole discretion.

iii. Construction. In accessing the Seller's Retained Lands and the Premises to construct the Cure Work, Purchaser shall direct its employees, contractors, subcontractors, consultants and agents to undertake all work within Seller's Retained Lands and the Premises in a safe and prudent manner, and in such manner that the normal, orderly construction and operation of the public school on Seller's Retained Lands is not unreasonably disturbed. Purchaser, its successors, employees, contractors, subcontractors, laborers, consultants, agents, licensees, guests and invitees shall not make any use of the Seller's Retained Lands or the Premises which is or would be a nuisance or unreasonably detrimental to the use or operation of the public school on Seller's Retained Lands, or that would weaken, diminish, or impair the lateral or subjacent support of any improvement located on the Seller's Retained Lands. Purchaser through Developer shall comply with Seller's policies and procedures that are applicable to Purchaser's activities as to the Cure Work.

iv. Insurance of and Indemnification by Purchaser. Purchaser and/or its agents, contractors, subcontractors and consultants shall access the Seller's Retained Lands and the Premises to construct the Cure Work at their own risk and expense. Until Completion of the Cure Work, Purchaser shall maintain or cause to be maintained insurance in compliance with the limits provided in Section 768.28 (\$200,000/\$300,000), Florida Statutes. Upon request by

Seller, Purchaser shall furnish evidence of such insurance to Seller. To the extent allowed by law, for actions arising from or connected in any way with the Cure Work, including, but not limited to, any acts or omissions which result in a breach or constitute a default under the Temporary Construction Easement (hereinafter defined) Purchaser will indemnify, defend, save, and hold harmless Seller, its successors, and its and their board, staff, counsel, trustees, employees, and/or other agents from and against any and all liabilities, damages, claims, penalties, fines, costs or expenses whatsoever (including reasonable attorneys' fees and court costs at trial and all appellate levels including any administrative proceedings and any appeals therefrom) to the extent provided in Section 768.28 (\$200,000/\$300,000), Florida Statutes, as same may be amended from time to time. The terms of this indemnification shall survive any termination of or Closing under this Agreement. Nothing herein shall be construed as a waiver of Purchaser's sovereign immunity or the limits of liability referenced therein, beyond that provided under Section 768.28, Florida Statutes, as same may be amended from time to time. Nothing herein shall inure to the benefit of any third party to allow a claim otherwise barred by sovereign immunity or other operation of law.

v. Insurance of Purchaser's Agents. Until Completion of the Cure Work, Purchaser shall cause any and all of Purchaser's contractors, subcontractors, consultants and agents entering upon the Seller's Retained Lands and the Premises or otherwise performing work or services on behalf of Purchaser in connection with the Cure Work to procure and maintain, such insurance and insurance policies and coverages to afford protection to Seller against any and all claims for personal injury, death or property damage occurring in, upon, adjacent to, or connected with the Seller's Retained Lands and the Premises in connection with the Cure Work hereunder. Each such general liability insurance policy shall be from a company satisfactory to Seller, with minimum limits of not less than \$2,000,000.00, with an umbrella policy of \$1,000,000.00 (per occurrence), or such greater amounts as reasonably required by Seller from time to time. Each such person shall also maintain comprehensive automobile liability insurance with limits of not less than \$1,000,000.00, with an umbrella policy of \$1,000,000.00 (per occurrence). Copies of each such insurance policy from Purchaser's contractors, subcontractors, consultants, and agents and certificates of insurance therefor, shall be provided to Seller prior to entry upon Seller's Retained Lands and the Premises by Purchaser's contractors, subcontractors, consultants, and agents in connection with the Cure Work. The name of the project for which the Cure Work is to be installed and the type and amount of coverage provided shall be clearly stated on the face of each certificate of insurance. The insurance coverage shall name Seller as additional insured and shall contain a provision which forbids any cancellation, changes or material alteration, or renewals of coverage without providing thirty (30) days prior written notice to Seller. Purchaser's contractors, subcontractors, consultants, and agents will name Purchaser as an additional insured in its insurance policies described in this paragraph. For actions arising from or connected in any way with the Cure Work, including, but not limited to, any acts or omissions which result in a breach or constitute a default under the Temporary Construction Easement, Purchaser's contractors, subcontractors, consultants and agents will indemnify, defend, save, and hold harmless Seller, its successors, and its and their board, staff, counsel, trustees, employees, and/or other agents from and against any and all liabilities, damages, claims, penalties, fines, costs or expenses whatsoever (including reasonable attorneys' fees and court costs at trial and all appellate levels including any administrative proceedings and any appeals therefrom). The terms of this indemnification shall

survive any termination of or Closing under this Agreement. Notwithstanding the foregoing, all insurance requirements may be satisfied by Developer satisfying said requirements as the parties agree it is the Developer who is ultimately responsible to design and timely and appropriately complete the Cure Work in accordance with the terms and conditions of this Agreement, provided, however, in such event Seller shall be a named insured.

m. Temporary Construction Easement. As part of Closing, Seller and Purchaser shall enter into a temporary construction easement in form and substance acceptable to each of Seller and Purchaser in their sole discretion (the “**Temporary Construction Easement**”) over such portions of the Seller’s Retained Lands and the Premises as is reasonably necessary for performance of the Cure Work; provided, however, the Temporary Construction Easement shall: (i) contain provisions identical or substantially similar to those set forth in Section 10(l); (ii) shall contain other usual and customary provisions for instruments of a similar nature; and (iii) in no event may the Temporary Construction Easement, or the exercise of rights granted to Purchaser, its contractors, subcontractors, consultants or agents therein, materially interfere with Seller’s use or enjoyment of the Seller’s Retained Lands and the Premises, including without limitation the ability to maintain safe, efficient, and legal operations of the public school upon the Seller’s Retained Lands during the time that the Temporary Construction Easement is in effect and the Cure Work is being constructed. The Temporary Construction Easement shall be drafted and approved in writing by Seller and Purchaser during the Inspection Period. If Seller and Purchaser do not agree upon a form of Temporary Construction Easement prior to expiration of the Inspection Period, then either Seller or Purchaser may, by written notice to all other parties, terminate this Agreement at any time thereafter until Seller and Purchaser have agreed upon a form of Temporary Construction Easement; upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

n. Drainage Easement. As part of Closing, Seller and Purchaser and (and Developer, if applicable) shall enter into a permanent drainage easement in form and substance acceptable to each of Seller and Purchaser (and Developer, if applicable) in their sole discretion (the “**Drainage Easement**”) over the elements of the Drainage Improvements outside of the boundaries of Seller’s Retained Lands (the “**Off-Site Drainage Improvements**”), including without limitation over the Pond and over such other portions of the Property, and such other lands of Purchaser and Developer, if applicable, as is reasonably required by Seller to own, improve, construct, use, occupy, operate, or develop the public school upon Seller’s Retained Lands; provided, however, the Drainage Easement shall: (i) always provide for the outfall, retention, and detention of stormwater from the Seller’s Retained Lands through and within the Off-Site Drainage Improvements in accordance with the Submission Plans and the Permits, including, without limitation, permits issued by the St. Johns River Water Management District; (ii) require Purchaser to own, operate and maintain the Off-Site Drainage Improvements in accordance with the Submission Plans and the Permits, including, without limitation, permits issued by the St. Johns River Water Management District; (iii) provide for Purchaser’s maintenance of the Off-Site Drainage Improvements at Purchaser’s sole expense; (iv) provide a self-help remedy to Seller in the event that Purchaser shall default in Purchaser’s maintenance of the Off-Site Drainage Improvements; and (v) shall contain other usual and customary provisions for instruments of a similar nature. The Drainage Easement shall be drafted and approved in

writing by Seller and Purchaser (and Developer, if applicable) during the Inspection Period. If Seller and Purchaser and Developer do not agree upon a form of Drainage Easement prior to expiration of the Inspection Period, then either Seller or Purchaser may, by written notice to all other parties, terminate this Agreement at any time thereafter until Seller and Purchaser (and Developer, if applicable) have agreed upon a form of Drainage Easement; upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein. The Drainage Easement shall be recorded in the Public Records of Orange County, Florida, as part of Closing, immediately following the recordation of the Deed.

o. As-Built Survey. Within forty-five (45) days after the Completion Date, Purchaser shall, through Developer, and at Developer's sole cost and expense, deliver to Seller an "as-built" survey of the School prepared by Lochrane Consulting, Engineers and Surveyors or another registered land surveyor satisfactory to Seller in Seller's sole, exclusive and absolute discretion showing the location of all improvements on the School with relation to the boundary lines thereof, all easements thereon, and all setback restrictions applicable thereto and stating that such location is in compliance with all setback and other applicable restrictions.

11. **Warranties and Representations.**

a. Of Seller. To induce Purchaser and Developer to enter into this Agreement, Seller, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is material and is being relied upon by Purchaser and Developer and shall survive Closing hereunder:

i. That Seller has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Seller hereunder.

ii. That, to the best of Seller's actual knowledge without investigation or inquiry, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Seller.

iii. That Seller owns fee simple marketable record title to the Property, which title is, to the best of Seller's actual knowledge without investigation or inquiry, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances other than those recorded in the public records of Orange County, Florida, or otherwise set forth in the Title Commitment, and there are no tenancy, rental or other occupancy agreements affecting the Property.

iv. That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

v. That in the event that changes occur as to any of the foregoing representations and warranties of Seller, or in any other part of this Agreement, of which Seller has knowledge, Seller will immediately disclose same to Purchaser and Developer when first available to Seller.

b. Of Purchaser. To induce Seller and Developer to enter into this Agreement, Purchaser, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is material and is being relied upon by Seller and Developer and shall survive Closing hereunder:

i. That Purchaser has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder.

ii. That, to the best of Purchaser's actual knowledge without investigation or inquiry, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Purchaser of any provision of any agreement or other instrument to which Purchaser is a party or to which Purchaser may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Purchaser.

iii. That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

iv. That in the event that changes occur as to any of the foregoing representations and warranties of Purchaser, or in any other part of this Agreement, of which Purchaser has knowledge, Purchaser will immediately disclose same to Seller and Developer when first available to Purchaser.

c. Of Developer. To induce Purchaser and Seller to enter into this Agreement, Developer, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is material and is being relied upon by Purchaser and Seller and shall survive Closing hereunder:

i. That Developer has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Developer hereunder.

ii. That the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Developer of any provision of any agreement or other instrument to which Developer is a party or to which Developer may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Developer.

iii. That Developer is duly organized, validly existing and in good

standing under the laws of the State of Florida.

iv. That this Agreement constitutes a valid and binding obligation of Developer and is enforceable against Developer in accordance with its terms.

v. That the person signing below on behalf of Developer represents and warrants that he or she is duly authorized to execute this Agreement and to bind Developer to the terms hereof, and that the execution and delivery of all instruments and documents required hereunder to be obtained or authorized by Developer in order to consummate this transaction have been or will be obtained and authorized as so required.

vi. That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

vii. That in the event that changes occur as to any of the foregoing representations and warranties of Developer, or in any other part of this Agreement, of which Developer has knowledge, Developer will immediately disclose same to Purchaser and Seller when first available to Developer.

12. **Affirmative Covenants**. In addition to the other covenants and undertakings set forth herein, Purchaser and Developer each make the following affirmative covenants, each of which shall survive Closing hereunder:

a. Purchaser and Developer shall take such other actions and perform such other obligations as are required or contemplated hereunder including, without limitation, all obligations pertaining to satisfaction of any contingencies of this Agreement or conditions precedent to performance by Purchaser and/or Developer of their obligations hereunder and/or the Cure Work.

b. Neither Purchaser nor Developer shall permit on any property or lands owned by Purchaser or Developer, the location of overhead utility transmission lines, gas transmission lines, waste water or treatment plants/facilities, landfills, borrow pits or any other potentially hazardous or offensive use adjacent to the Seller's Retained Lands.

c. Construction of the Cure Work shall be Completed by Purchaser through Developer by the Completion Date. Developer shall cause Purchaser to Complete construction of the Cure Work by the Completion Date.

d. The Property shall only be used for public right-of-way and related purposes, such as stormwater drainage and retention. Purchaser and Developer acknowledge and agree that with respect to such related purposes, such purposes shall not conflict with or interfere with the use and operation of the Seller's Retained Lands and the school located thereon.

e. Construction of the Lee Road Extension shall be completed in accordance with the Project Approvals by Developer on or before March 1, 2016 (the "Road Completion Date"). Purchaser shall take all steps reasonably and lawfully available to it to ensure the

Developer completes construction of the Lee Road Extension on or before the Road Completion Date. For purposes of this Agreement, construction of the Lee Road Extension shall be deemed to be "completed" only when: (i) the entirety of Lee Road Extension has received final approval from the City of Winter Park and all other applicable Governmental Authorities, and final certificates of completion (or equivalent certificates) have been issued by the City of Winter Park and all other applicable Governmental Authorities; (ii) the entirety of Lee Road Extension has been accepted for maintenance by the City of Winter Park (or the applicable Governmental Authority) to maintain the same; and (iii) the entirety of Lee Road Extension may be lawfully used for its intended purposes and has been opened to the public as a public right-of-way for ingress, egress, access, and passage by pedestrian and vehicular traffic.

13. **Defaults.**

a. Pre-Closing Defaults of Seller. In the event, prior to Closing, Seller breaches any warranty or representation contained in this Agreement, or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Seller under the terms and provisions of this Agreement, each of Purchaser and Developer, in Purchaser's and/or Developer's sole discretion, shall be entitled to, as Purchaser's and/or Developer's sole and exclusive remedy, to elect either to: (i) enforce specific performance of this Agreement against Seller; or (ii) terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

Developer and Purchaser acknowledge and agree that Seller was materially induced to enter into this Agreement in reliance upon Developer's and Purchaser's agreements to accept the limitation on remedies set forth herein and that Seller would not have entered into this Agreement but for the other parties' agreements to so limit remedies.

b. Pre-Closing Defaults of Purchaser. In the event, prior to Closing, Purchaser breaches any warranty or representation contained in this Agreement, or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Purchaser under the terms and provisions of this Agreement:

i. Developer's sole and exclusive remedy for any such default shall be at Developer's election, and in Developer's sole discretion, to terminate this Agreement, whereupon Seller shall become entitled to the liquidated damages set forth in clause (ii) of this subsection, and thereafter this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

ii. Seller's sole and exclusive remedy for any such default shall be to receive the sum of Two Hundred Fifty-Eight Thousand and No/100 Dollars (\$258,000.00) as full liquidated damages from Developer, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever, except as otherwise provided herein. Purchaser and Seller acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by Seller as a result of

any default by Purchaser and agree that such liquidated damages are a reasonable estimate of such damages. Notwithstanding anything in this Agreement to the contrary, the limitations on Seller's remedies set forth in this clause do not apply to any obligation of Purchaser, set forth elsewhere in this Agreement, to indemnify Seller; for avoidance of doubt, such obligations of Purchaser, set forth elsewhere in this Agreement, to indemnify Seller may be enforced by Seller by all remedies that may be available to Seller at law or in equity.

c. Pre-Closing Defaults of Developer. In the event, prior to Closing, Developer breaches any warranty or representation contained in this Agreement, or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Developer under the terms and provisions of this Agreement:

i. Purchaser's sole and exclusive remedy for any such default shall be, at Purchaser's election, and in Purchaser's sole discretion, to terminate this Agreement, whereupon Seller shall become entitled to the liquidated damages set forth in clause (ii) of this subsection, and thereafter this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

ii. Seller's sole and exclusive remedy for any such default shall be to receive the sum of Two Hundred Fifty-Eight Thousand and No/100 Dollars (\$258,000.00) as full liquidated damages from Developer, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever, except as otherwise provided herein. Developer and Seller acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by Seller as a result of any default by Developer and agree that such liquidated damages are a reasonable estimate of such damages. Notwithstanding anything in this Agreement to the contrary, the limitations on Seller's remedies set forth in this clause do not apply to any obligation of Developer, set forth elsewhere in this Agreement, to indemnify Seller; for avoidance of doubt, such obligations of Developer, set forth elsewhere in this Agreement, to indemnify Seller may be enforced by Seller by all remedies that may be available to Seller at law or in equity.

d. Post-Termination/Post-Closing Defaults. Notwithstanding anything in this Section 13 to the contrary, with respect to a default by any party of any of its obligations under this Agreement that survive Closing and/or termination of this Agreement, the non-defaulting party(ies) may pursue all remedies that may be available to the non-defaulting party(ies), at law or in equity; provided, however, in no event shall a party be liable for consequential, punitive, exemplary, indirect, or speculative damages.

e. Grace Period. In the event any party breaches any warranty or representation of such party contained in this Agreement, or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by such party under the terms and provisions of this Agreement, prior to the exercise of the rights hereinafter provided to the non-breaching party(ies), the breaching party(ies) shall be entitled to written notice of the specific default, breach, or other problem and to ten (10) days after the receipt of that written notice in which to cure said default, breach, or other problem,

except that no notice shall be required as to a failure to timely close the transaction contemplated hereby. If such default, breach, or other problem is not corrected within the applicable period, then an event of default shall have occurred and the parties shall be entitled to the rights and remedies herein set forth.

14. **Possession of Property.** Seller shall deliver to Purchaser full and exclusive possession of the Property on the Closing Date.

15. **Condemnation.** In the event the Property or any portion or portions thereof shall be taken or condemned or be the subject of a bona fide threat of condemnation by any governmental authority or entity, other than Purchaser, prior to the Closing Date, Purchaser and Developer shall each have the option of terminating this Agreement by giving written notice thereof to all other parties, whereupon this Agreement and all rights and obligations created hereunder shall be null and void and of no further force or effect, except as otherwise provided herein. In the event that neither Purchaser nor Developer terminate the Agreement pursuant to the power granted in the preceding sentence, then Seller shall convey the remaining portion or portions of the Property to Purchaser pursuant to the terms and provisions hereof and to transfer and assign to Purchaser at the Closing all of the right, title and interest of Seller in and to any award made or to be made by reason of such condemnation. The parties hereby further agree that Purchaser and Developer shall have the right to participate in all negotiations with any such governmental authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such governmental authority or other entity.

16. **Broker.**

a. Seller hereby represents and warrants to Purchaser and Developer that Seller has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. To the extent allowed by law, Seller hereby indemnifies Purchaser and Developer and agrees to hold Purchaser and Developer free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, which Purchaser and/or Developer shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Seller, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby.

b. Purchaser hereby represents and warrants to Seller and Developer that Purchaser has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Developer hereby represents and warrants to Purchaser and Seller that Developer has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. To the extent allowed by law, Purchaser hereby indemnifies Seller and Developer and agrees to hold Seller and Developer free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and

on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, which Seller and/or Developer shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Purchaser, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby

c. Developer hereby indemnifies Purchaser and Seller and agrees to hold Purchaser and Seller free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, which Purchaser and/or Seller shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Developer, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby.

17. **Notices**. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., telecopier device), three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

Seller: The School Board of Orange County, Florida
Attn: Superintendent
445 West Amelia St.
Orlando, FL 32801
Telephone: (407) 317-3202
Telecopy: (407) 317-3401

Copy to: The School Board of Orange County, Florida
Attn: Harold Jenkins
6501 Magic Way
Building 100A
Orlando, FL 32809
Telephone: (407) 317-3700 (ext. 202)
Telecopy: (407) 317-3792

and

The School Board of Orange County, Florida
Attn: Eileen D. Fernandez, Esq.
445 West Amelia St.
Orlando, FL 32801
Telephone: (407) 317-3200 (ext. 2002945)
Telecopy: (407) 317-3341 (Direct)

and

Shutts & Bowen LLP
Attn: Juli S. James, Esq.
300 S. Orange Ave.
Suite 1000
Orlando, FL 32801
Telephone: (407) 835-6774
Telecopy: (407) 425-8316

Purchaser: The City of Winter Park Florida
Attn: Randy Knight, City Manager
401 Park Avenue South
Winter Park, FL 32789
Telephone: (407)599-3235
Telecopy: (407)599-3436

Copy to: Larry Brown, Esq.
Brown, Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Ave., Ste. 2000
Orlando, FL 32801
Telephone: (407)425-9566 Telecopy: (407)425-9596

Developer: UP Fieldgate US Investments – Winter Park, LLC
Attn: Scott Fish
3201 East Colonial Drive
Orlando, Florida 32803
Telephone: (407)896-1956
Telecopy: (407) 894-8381

Copy to: Johnson Real Estate Law, PA
Attn: Paul Johnson, Jr., Esq.
3660 Maguire Blvd.
Suite 102
Orlando, FL 32803
Telephone: (407) 745-0019
Telecopy: (407) 278-4208

or to such other address as any party hereto shall from time to time designate to the other parties by notice in writing as herein provided. The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

18. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by all of the parties hereto. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, and successors. Neither this Agreement, nor any right or obligation of any party arising under this Agreement, may be assigned or delegated without the written consent of all parties. Time is of the essence of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or holiday, such time for performance shall be extended to the next business day. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103. The last day of any period of time described herein shall be deemed to end at 6:00 p.m. local time in Orange County, Florida. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. The parties do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closing. This Agreement shall be interpreted under the laws of the State of Florida. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a third-party beneficiary or otherwise. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

19. **Survival of Provisions.** All covenants, representations and warranties set forth in

this Agreement, and/or any other provisions of this Agreement, which are expressly stated herein to survive the Closing, and/or to survive the termination of this Agreement, shall survive the Closing, and/or shall survive the termination of this Agreement, indefinitely unless otherwise specified herein.

20. **Severability**. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

21. **Attorneys' Fees**. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party(ies) shall be entitled to recover its(their) reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal.

22. **Effective Date**. When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that any of Purchaser, Seller, or Developer execute this Agreement.

23. **Prior "Right of Entry" Agreements**. Notwithstanding any term or provision of this Agreement to the contrary, nothing herein shall alter, impact, amend, or waive any term or provision of either (i) that certain "Right of Entry Agreement" between Seller and Developer dated August 6, 2014, (ii) that certain "Right of Entry Agreement" between Seller and Developer dated August 29, 2014, or that certain "Right of Entry Agreement" between Seller and Developer dated March 4, 2015, including without limitation the provisions of such agreements providing that the provisions of Sections 3 and 5 of each such agreement survive any termination or expiration of such agreements.

24. **No Sovereign Immunity Waiver**. Nothing herein shall be construed as a waiver of Purchaser's or Seller's sovereign immunity provided under Section 768.28, Florida Statutes, as same may be amended from time to time. The terms of this section shall survive Closing and/or any termination of this Agreement.

25. **Storage Area Lease**. As material inducement for Seller entering into this Agreement, Purchaser does hereby agree to surrender and deliver possession of that certain property located adjacent to Seller's Retained Lands and currently utilized by the Purchaser as a storage yard (the "**Premises**") pursuant to that certain Lease Agreement dated January 4, 2015 and entered into by and between the Seller, as landlord, and the Purchaser, as tenant (the "**Storage Area Lease**") within five (5) days after expiration of the Inspection Period and as condition precedent to Seller's obligation to convey the Property to Purchaser. Purchaser shall deliver possession of the Premises to Seller within five (5) days after expiration of the Inspection

Period in as good condition and state of repair as existed on the "Commencement Date" as defined in the Storage Area Lease. Seller's acceptance of possession of the Premises shall be had without waiving any rights Seller may have under the Lease.

26. **No Recording**. Neither this Agreement nor any memorandum thereof shall be recorded and any attempted recordation hereof shall be void and constitute a default hereunder.

27. **Force Majeure**. Seller, Purchaser and/or Developer shall be excused for the period of any delay and no party shall be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Agreement to be performed by any party if any failure of performance shall be primarily due to any strike, lockout, civil commotion, war, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service for reasons other than the cost of such material or service, Act of God, or weather conditions abnormal for the period of time, which are beyond the reasonable control of such party (each, a "**Force Majeure Event**"). The time for performance by such party shall be extended by the period of delay resulting from or due to any of said Force Majeure Event; provided that: (a) the party which is unable to perform due to the Force Majeure Event promptly notifies the other parties of the Force Majeure Event and its anticipated effect on the time for completing the subject obligation, and (b) the party which is unable to perform due to the Force Majeure Event shall use commercially reasonable efforts to overcome or mitigate the effects of the Force Majeure Event. Notwithstanding the foregoing, a Force Majeure Event shall not include (i) Purchaser's or Developer's financial inability to perform any obligation under this Agreement, (ii) failure to apply for a required permit or approval or to provide in a timely manner all information required to obtain a required permit or approval that is necessary to meet the requirements of this Agreement, or (iii) the inability to obtain labor, supplies or equipment or pay monies due and owing. Further, for purposes of this Section, the term "Abnormal for the period of time" shall mean rain or bad weather in excess of the ten (10) year average for that specific period of time (from its commencement to its conclusion), as compared with the historical data for that same period) as published by the National Oceanic and Atmospheric Administration, Ashville, North Carolina, for Metropolitan Orlando, Florida, Reporting Station.

[signature pages and exhibits follow]

IN WITNESS WHEREOF, Seller, Purchaser, and Developer have caused this Agreement to be executed as of the dates set forth below.

“SELLER”

**THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA**, a public corporate
body organized and existing under the
Constitution and the laws of the State of Florida

WITNESSES:

_____	By: _____
Print Name: _____	Name: William E. Sublette
_____	Title: Chairman
Print Name: _____	Dated: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by William E. Sublette, as Chairman of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board. He is personally known to me or has produced _____ (type of identification) as identification.

(NOTARY SEAL)

Notary Public

Print or Type Name
Serial Number:
My Commission Expires:

WITNESSES:

Print Name: _____

Print Name: _____

Attest: _____

Barbara M. Jenkins, as its
Secretary and Superintendent

Dated: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Barbara M. Jenkins as Secretary and Superintendent of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board. She is personally known to me or has produced _____ (type of identification) as identification.

(NOTARY SEAL)

Notary Public

Print or Type Name
Serial Number:
My Commission Expires:

Reviewed and approved by Orange County
Public School's Chief Facilities Officer

John T. Morris
Chief Facilities Officer

Dated: _____, 2015

Approved as to form and legality by
legal counsel to The School Board of
Orange County, Florida, exclusively
for its use and reliance.

Shutts & Bowen LLP

Juli S. James, Esq.

Date: _____, 2015

“PURCHASER”

THE CITY OF WINTER PARK, FLORIDA,
a municipal corporation organized and existing
under the laws of the State of Florida

WITNESSES:

_____	By: _____
Print Name: _____	Name: _____
_____	Title: _____
Print Name: _____	Dated: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as _____ of The City of Winter Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida, on behalf of the City. S/He is personally known to me or has produced _____ (type of identification) as identification.

(NOTARY SEAL)

Notary Public

Print or Type Name
Serial Number:
My Commission Expires:

“DEVELOPER”

**UP FIELDGATE US INVESTMENTS –
WINTER PARK, LLC,**
a Florida limited liability company

WITNESSES:

Print Name: _____

Print Name: _____

By: _____

Name: _____

Title: _____

Dated: _____

STATE OF _____)
) s.s.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as _____ of UP Fieldgate US Investments – Winter Park, LLC, a Florida limited liability company, on behalf of the company. S/He is personally known to me or has produced _____ (type of identification) as identification.

(NOTARY SEAL)

Notary Public

Print or Type Name

Serial Number:

My Commission Expires:

EXHIBIT "A"

Legal Description of the School

HOLDEN BROTHERS ADDITION A/61 ALL BLK B (LESS BEG SW COR RUN N TO NE COR BLK 3 HAVILAH PARK O/144 E 161 FT S TO S LINE SAID BLK B TH W TO POB) & PIECE 83 FT N & S LYING S OF LOTS 17 18 & 19 (LESS STS & LESS WEBSTER AV R/W) & LESS FROM SE COR OF NE1/4 RUN N 974.8 FT W 25 FT FOR A POB TH S 13.65 FT W 4 FT N 21 DEG W 33.24 FT S 43 DEG E 23.72 FT TO POB) & (LESS THAT PT LYING N OF BELOIT ST)

EXHIBIT "B"**1 OF 2****DESCRIPTION:****SKETCH AND DESCRIPTION**

A PORTION OF BLOCKS 1, 4 AND A PORTION OF THE VACATED RIGHT OF WAY OF GALLOWAY DRIVE, (ELAH STREET BY PLAT), HAVILAH PARK, AS RECORDED IN PLAT BOOK O, PAGE 144 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA. ALSO BEING A PORTION OF BLOCK "B" HOLDEN BROTHERS' ADDITION TO WINTER PARK AS RECORDED IN PLAT BOOK A, PAGE 61 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 4, HAVILAH PARK, AS RECORDED IN PLAT BOOK O, PAGE 144 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S00°00'01"E, ALONG THE EAST LINE OF SAID HAVILAH PARK, 323.16 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE S00°00'01"E, ALONG SAID EAST LINE, 24.73 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CHEROKEE AVENUE; THENCE S89°56'14"E, ALONG SAID SOUTH RIGHT OF WAY LINE, 220.50 FEET; THENCE S39°45'05"W, DEPARTING SAID SOUTH RIGHT OF WAY LINE, 73.65 FEET TO A POINT OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S22°53'02"E, AND A RADIUS OF 260.00 FEET THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°31'50", A DISTANCE OF 197.54 FEET TO THE POINT OF TANGENCY; THENCE S01°07'07"E, 459.42 FEET; THENCE S7°02'44"E, 45.54 FEET TO THE NORTH RIGHT OF WAY LINE OF WEBSTER AVENUE; THENCE S89°45'17"W, ALONG SAID NORTH RIGHT OF WAY LINE, 124.74 FEET TO THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9986, PAGE 2648 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N01°06'43"W, ALONG SAID EAST LINE, 507.15 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE S89°55'36"E, DEPARTING SAID EAST LINE, 18.17 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF N51°02'38"W AND A RADIUS OF 200.25 FEET; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°42'23", A DISTANCE OF 268.09 FEET TO THE POINT OF TANGENCY; THENCE N89°23'50"W, 112.72 FEET; THENCE N88°26'44"W, 60.21 FEET; THENCE N89°23'50"W, 218.60 FEET; THENCE S64°45'39"W, 17.44 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 36.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°41'32", A DISTANCE OF 21.80 FEET TO THE POINT OF TANGENCY; THENCE S30°04'08"W, 21.73 FEET TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 17-92 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD 15-600, SECTION 75030, F.P. NO.408429; THENCE N00°51'36"E, ALONG SAID EASTERLY RIGHT OF WAY LINE, 40.46 FEET; THENCE N89°08'24"W, ALONG SAID EASTERLY RIGHT OF WAY LINE, 10.00 FEET TO THE EASTERLY RIGHT OF WAY LINE AND THE WEST LINE OF AFOREMENTIONED HAVILAH PARK; THENCE N00°51'36"E, ALONG SAID EAST RIGHT OF WAY LINE AND SAID WEST LINE, 118.75 FEET; THENCE N88°50'50"E, DEPARTING SAID LINE, 5.15 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S25°51'40"E AND A RADIUS OF 36.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°47'48" A DISTANCE OF 30.66 FEET TO THE POINT OF TANGENCY; THENCE S50°15'34"E, 18.74 FEET; THENCE S89°23'50"E, 423.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 107,576 SQUARE FEET OR 2.4696 ACRES MORE OR LESS.

LEGEND

C.B. CHORD BEARING
C.A. CENTRAL ANGLE
CH CHORD LENGTH
R RADIUS
L ARC LENGTH
P.B. PLAT BOOK

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE EAST LINE OF HAVILAH PARK ASSUMED AS SHOWN.
3. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER.



MICHAEL D. CUMMINS, JR.
FLORIDA REGISTRATION NUMBER LS5592
FLORIDA LICENSED SURVEYOR AND MAPPER

PREPARED FOR:**UP DEVELOPMENT****CUMMINS SURVEYING
AND MAPPING, INC.**

2758 Susanday Drive
Orlando, Florida 32812
(407) 894-4254

e-mail: mc5592@bellsouth.net
Certificate of Authorization LB 6983

TECHNICIAN: MDC

ISSUE DATE: 5-21-15

PROJECT NO. 14-36

OVERALL NO POND

SHEET No. 1 OF 2

EXHIBIT "C"

1 OF 2

SKETCH AND DESCRIPTION

A PORTION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA. ALSO BEING A PORTION OF BLOCK "B" HOLDEN BROTHERS' ADDITION TO WINTER PARK AS RECORDED IN PLAT BOOK A, PAGE 61 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST $\frac{1}{4}$ CORNER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST ORANGE COUNTY, FLORIDA; THENCE N89°06'16"W, ALONG THE SOUTH LINE OF SAID NORTHEAST $\frac{1}{4}$, A DISTANCE OF 485.60 FEET; THENCE N00°53'44"E, DEPARTING SAID SOUTH LINE, 17.53 FEET TO THE NORTH RIGHT OF WAY LINE OF WEBSTER AVENUE AND THE POINT OF BEGINNING; THENCE S89°45'17"W, ALONG SAID NORTH RIGHT OF WAY LINE, 124.74 FEET TO THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9986, PAGE 2648 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N01°06'43"W, ALONG SAID EAST LINE, 507.15 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE N89°55'36"W, ALONG THE NORTH LINE OF SAID LANDS, 160.99 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND THE EAST LINE OF HAVILAH PARK AS RECORDED IN PLAT BOOK O PAGE 144 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N00°00'01"W, ALONG SAID EAST LINE, 211.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CHEROKEE AVENUE; THENCE S89°56'14"E, ALONG SAID SOUTH RIGHT OF WAY LINE, 220.50 FEET; THENCE S39°45'05"W, DEPARTING SAID SOUTH RIGHT OF WAY LINE, 73.65 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S22°53'02"E, AND A RADIUS OF 260.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°31'50", A DISTANCE OF 197.54 FEET TO THE POINT OF TANGENCY; THENCE S01°07'07"E, 459.42 FEET; THENCE S57°02'44"E, 45.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 90,024 SQUARE FEET OR 2.0667 ACRES, MORE OR LESS.

LEGEND

O.R. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
C.A. CENTRAL ANGLE
C.B. CHORD BEARING
R RADIUS
L ARC LENGTH
CH. CHORD DISTANCE

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE EAST LINE OF HAVILAH PLACE, ASSUMED AS SHOWN.
3. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Michael D. Cummins, Jr.

MICHAEL D. CUMMINS, JR.
FLORIDA LICENSE NUMBER LS5592
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

PREPARED FOR:

UP FIELDGATE

**CUMMINS SURVEYING
AND MAPPING, INC.**

2758 Susanday Drive
Orlando, Florida 32812
(407) 894-4254

e-mail: mc5592@bellsouth.net
Certificate of Authorization LB 6983

TECHNICIAN: MDC

ISSUE DATE: 5-21-15

PROJECT NO. 14-36

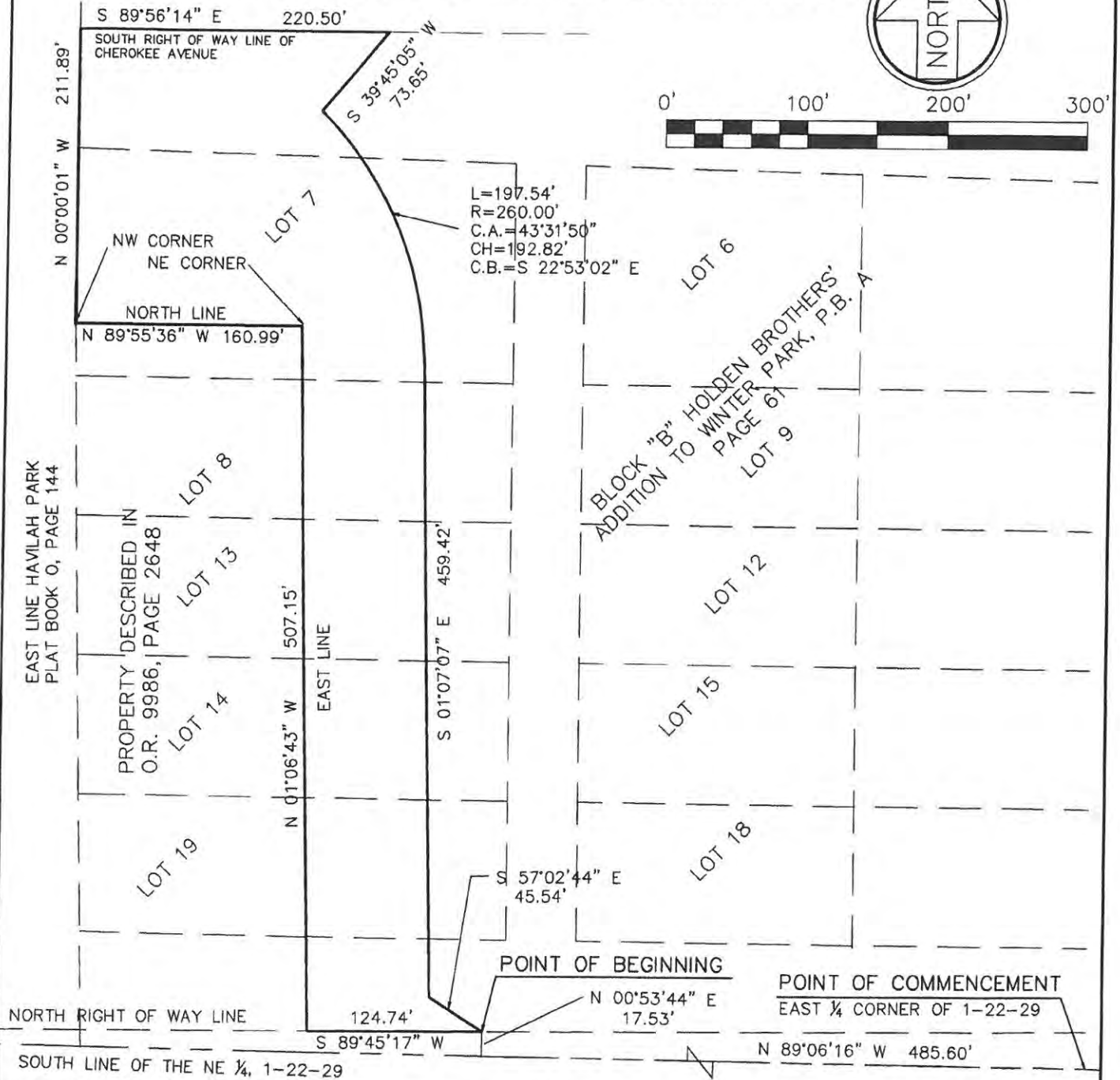
SCHOOL WITH POND

SHEET No. 1 OF 2

EXHIBIT "C"

2 OF 2

SKETCH AND DESCRIPTION



PREPARED FOR:

UP FIELDGATE

**CUMMINS SURVEYING
AND MAPPING, INC.**

2758 Susanday Drive
Orlando, Florida 32812
(407) 894-4254

e-mail: mc5592@bellsouth.net
Certificate of Authorization LB 6983

SCALE: 1" = 100'

ISSUE DATE: 5-21-15

TECHNICIAN: MDC

PROJECT NO. 14-36

SCHOOL WITH POND

SHEET No. 2 OF 2

SITE LEGEND


- 1. EXISTING PAVEMENT
- 2. EXISTING ASPHALT DRIVE
- 3. EXISTING CONCRETE DRIVE
- 4. EXISTING SIDEWALK
- 5. EXISTING CURB
- 6. EXISTING LANDSCAPE
- 7. EXISTING LIGHTING
- 8. EXISTING SIGNAGE
- 9. EXISTING FENCE
- 10. EXISTING UTILITY
- 11. EXISTING TREE
- 12. EXISTING SHrub
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- 271. EXISTING ROCK
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Small Business Programs LOCHRANE Consulting Engineers Architects 1979-2014 2014-2015 2015-2016 2016-2017 2017-2018 2018-2019 2019-2020 2020-2021 2021-2022 2022-2023 2023-2024 2024-2025 2025-2026 2026-2027 2027-2028 2028-2029 2029-2030 2030-2031 2031-2032 2032-2033 2033-2034 2034-2035 2035-2036 2036-2037 2037-2038 2038-2039 2039-2040 2040-2041 2041-2042 2042-2043 2043-2044 2044-2045 2045-2046 2046-2047 2047-2048 2048-2049 2049-2050 2050-2051 2051-2052 2052-2053 2053-2054 2054-2055 2055-2056 2056-2057 2057-2058 2058-2059 2059-2060 2060-2061 2061-2062 2062-2063 2063-2064 2064-2065 2065-2066 2066-2067 2067-2068 2068-2069 2069-2070 2070-2071 2071-2072 2072-2073 2073-2074 2074-2075 2075-2076 2076-2077 2077-2078 2078-2079 2079-2080 2080-2081 2081-2082 2082-2083 2083-2084 2084-2085 2085-2086 2086-2087 2087-2088 2088-2089 2089-2090 2090-2091 2091-2092 2092-2093 2093-2094 2094-2095 2095-2096 2096-2097 2097-2098 2098-2099 2099-2100 2100-2101 2101-2102 2102-2103 2103-2104 2104-2105 2105-2106 2106-2107 2107-2108 2108-2109 2109-2110 2110-2111 2111-2112 2112-2113 2113-2114 2114-2115 2115-2116 2116-2117 2117-2118 2118-2119 2119-2120 2120-2121 2121-2122 2122-2123 2123-2124 2124-2125 2125-2126 2126-2127 2127-2128 2128-2129 2129-2130 2130-2131 2131-2132 2132-2133 2133-2134 2134-2135 2135-2136 2136-2137 2137-2138 2138-2139 2139-2140 2140-2141 2141-2142 2142-2143 2143-2144 2144-2145 2145-2146 2146-2147 2147-2148 2148-2149 2149-2150 2150-2151 2151-2152 2152-2153 2153-2154 2154-2155 2155-2156 2156-2157 2157-2158 2158-2159 2159-2160 2160-2161 2161-2162 2162-2163 2163-2164 2164-2165 2165-2166 2166-2167 2167-2168 2168-2169 2169-2170 2170-2171 2171-2172 2172-2173 2173-2174 2174-2175 2175-2176 2176-2177 2177-2178 2178-2179 2179-2180 2180-2181 2181-2182 2182-2183 2183-2184 2184-2185 2185-2186 2186-2187 2187-2188 2188-2189 2189-2190 2190-2191 2191-2192 2192-2193 2193-2194 2194-2195 2195-2196 2196-2197 2197-2198 2198-2199 2199-2200 2200-2201 2201-2202 2202-2203 2203-2204 2204-2205 2205-2206 2206-2207 2207-2208 2208-2209 2209-2210 2210-2211 2211-2212 2212-2213 2213-2214 2214-2215 2215-2216 2216-2217 2217-2218 2218-2219 2219-2220 2220-2221 2221-2222 2222-2223 2223-2224 2224-2225 2225-2226 2226-2227 2227-2228 2228-2229 2229-2230 2230-2231 2231-2232 2232-2233 2233-2234 2234-2235 2235-2236 2236-2237 2237-2238 2238-2239 2239-2240 2240-2241 2241-2242 2242-2243 2243-2244 2244-2245 2245-2246 2246-2247 2247-2248 2248-2249 2249-2250 2250-2251 2251-2252 2252-2253 2253-2254 2254-2255 2255-2256 2256-2257 2257-2258 2258-2259 2259-2260 2260-2261 2261-2262 2262-2263 2263-2264 2264-2265 2265-2266 2266-2267 2267-2268 2268-2269 2269-2270 2270-2271 2271-2272 2272-2273 2273-2274 2274-2275 2275-2276 2276-2277 2277-2278 2278-2279 2279-2280 2280-2281 2281-2282 2282-2283 2283-2284 2284-2285 2285-2286 2286-2287 2287-2288 2288-2289 2289-2290 2290-2291 2291-2292 2292-2293 2293-2294 2294-2295 2295-2296 2296-2297 2297-2298 2298-2299 2299-2300 2300-2301 2301-2302 2302

Winter Park VoTech (~13.04 ac)



 Right-of-Way  WP TECH  US Fieldgate

 Aerial 2014
MAY 2014

Prepared by:
Catherine D. Reischmann, Esq.
111 N. Orange Ave., Ste. 2000
Orlando, FL 32801

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

**INDEMNITY AGREEMENT REGARDING
WHOLE FOODS DEVELOPMENT AND LEE ROAD EXTENSION**

THIS INDEMNITY AGREEMENT ("Agreement") entered into and made as of the ____ day of _____, 2015, by and between the **CITY OF WINTER PARK, FLORIDA**, 401 S. Park Avenue, Winter Park, Florida, 32789 (hereinafter referred to as the "City"), and **UP FIELDGATE US INVESTMENTS – WINTER PARK LLC**, a Florida limited liability company, 3201 East Colonial Drive, Orlando, Florida, 32083, and **UP DEVELOPMENT COMPANY, LLC**, a Florida limited liability company, 1045 Tulloss Road, Franklin, TN 37067 (collectively hereinafter referred to as "Developer").

W I T N E S S E T H

WHEREAS, DEVELOPER owns certain property located in the City of Winter Park, as more fully described in **Exhibit A** (the "Whole Foods Property"); and

WHEREAS, the CITY has determined that the construction of an extension of Lee Road (the "Lee Road Extension") from its present terminus at North Orlando Avenue extending east and south to a new terminus with Webster Avenue, all as shown on the Sketch and Description of the Lee Road Extension ("Lee Road Extension Sketch and Description") prepared by Cummins Surveying and Mapping, Inc., dated May 21, 2015 and bearing Project No. 14-36, attached hereto as Exhibit B, is consistent with and furthers the goals, objectives and policies of the Winter Park Comprehensive Plan; and

WHEREAS, CITY has entered into an agreement with the DEVELOPER and the Orange County School Board (the "School Board Agreement") for the sale to CITY of certain real property as necessary for the Lee Road Extension (the "School Board Property"), and the School Board Agreement is incorporated herein as if fully set forth herein; and

WHEREAS, the term "Property" shall have the same meaning as it does in the School Board Agreement; and

WHEREAS, as a condition to CITY entering into the School Board Agreement, DEVELOPER has agreed to pay the Purchase Price, perform the Cure Work defined in Section 10 of the School Board Agreement, and to assume all liabilities and obligations under the School Board Agreement, and to fully indemnify the CITY for any liability related to the School Board Agreement; and

WHEREAS, this Agreement has a public purpose for the CITY because the Lee Road Extension is beneficial to the public as it provides improved traffic flow, and is required by FDOT for the benefit of the public; further the DEVELOPER's proposed project will increase the City's tax base and improve this area of the CITY.

AGREEMENT

SECTION 1. Recitals; Capitalized Terms.

The above recitals are true and correct, form a material part of this Agreement and are incorporated in this Agreement by reference. All capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the School Board Agreement.

SECTION 2. Construction of the Lee Road Extension and the Cure Work.

(a) The DEVELOPER shall be responsible for the design, engineering, permitting and construction of the Cure Work and the performance of any other duties or obligations set forth in the School Board Agreement. The DEVELOPER shall exercise its good faith efforts to complete the construction of the improvements in accordance with the School Board Agreement.

(b) Should DEVELOPER fail to complete the Cure Work to the satisfaction of the School Board or the CITY, and the CITY is forced to expend any funds whatsoever to complete the Cure Work, the DEVELOPER and UP DEVELOPMENT COMPANY, LLC, agree that CITY can lien the property in Winter Park owned by DEVELOPER if DEVELOPER fails to immediately reimburse CITY.

(c) The DEVELOPER will provide the CITY with a \$3500,000.00 irrevocable letter of credit with CNL to be drawn at a location in Orlando, Florida, as security for the Cure Work, effective until Final Completion of the Cure Work, as determined by the School Board. This Letter of Credit will provide that if the School Board or the School District Staff makes any demand of any kind on the CITY for any reason related to the Cure Work, the Lee Road Extension or the School Board Agreement, then the CITY will be authorized to draw down from the Letter of Credit the amount the CITY deems necessary, in the CITY's sole discretion, to address the School Board/District's demand, and for the CITY's attorneys' fees and expert fees. The Letter of Credit will provide that if the CITY initiates suit under the Letter of Credit, CNL agrees to be responsible for the CITY's courts costs and attorneys' fees, up to the full amount of the letter of credit.

SECTION 3. Indemnification Regarding School Board Agreement. To induce CITY to enter into the School Board Agreement, DEVELOPER, including its parent corporation, UP Development Company, LLC, ("collectively "Indemnitor"), agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless CITY and its employees, officers, and attorneys (collectively "Indemnatee") against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through all administrative, trial, post judgment and appellate proceedings), directly or indirectly arising from the acts, errors, omissions, intentional or otherwise, arising out of or resulting from the School Board Agreement, the CITY's acquiring ownership interest in the Property, as defined in the School Board Agreement, or the completion of the Cure Work. Indemnitor shall indemnify and defend Indemnatee against any environmental claim, threatened or commenced, which relates to the Property.

Upon demand by an Indemnatee, Indemnitor shall diligently defend any claim (threatened or commenced) which relates to or arises from the School Board Agreement, this Agreement or from CITY's acquisition of ownership interest in the Property or from the Cure Work, all at Indemnitor's own cost and expense, and the claim shall be pursued by counsel approved by Indemnatee in exercising its reasonable judgment. Indemnatee may elect for any reason to conduct its own defense through counsel selected by Indemnatee and at the sole cost and expense of Indemnitor. DEVELOPER will cooperate, and cause its Affiliates to cooperate, in the defense of any claim by the School Board, and shall furnish or cause to be furnished such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection with the claim. This Section will bind the Indemnitor and its successors, assigns and legal representatives and will inure to the benefit of Indemnatee and its successors, assigns and legal representatives.

For this Section, "Losses" means all liabilities, losses, damages, injuries, harm, diminution in value, expense, expenditure and disbursement of every nature (including, without limitation, costs of investigation, travel expenses, value of time expended by personnel), fines, fees and expenses of litigation (including without limitation reasonable attorneys' fees incident to any of the foregoing), costs, and court costs.

The Indemnitor shall reimburse Indemnitee for all Losses regardless of whether Indemnitee receives insurance proceeds as compensation for the Losses, receives tax benefits as result of the Losses, or receives any amounts from any other source as payment for the Losses.

Indemnitor releases and forever discharges, and covenants not to sue, Indemnitee from all claims, injuries, demands, costs, penalties, attorneys' fees, costs of litigation and causes of action of any kind, now or in existence, known or unknown, which Indemnitor may have against Indemnitee and which are related to events, omissions or circumstances arising from or related to the School Board Agreement, this Agreement or CITY's acquisition of ownership interest in the Property or the Cure Work or construction of the Lee Road Extension.

SECTION 4. Binding Effect; Termination. The obligations and covenants of this Agreement shall bind and benefit the successors, personal representatives, heirs and assigns of the parties to this Agreement. Except for those matters that survive closing under the School Board Agreement, this Agreement will automatically partially terminate on the date that is six (6) months following the later of: 1) the end of the School Board's "Verification Period", after School Board's receipt of Developer's "Completion Notice", as defined in the School Board Agreement; or 2) the CITY's acceptance of the Lee Road Extension; or 3) the "Completion" of the Lee Road Extension, as defined in the School Board Agreement; unless CITY has made a claim in writing to Developer for indemnification under the terms of this Agreement, in which case this Agreement will continue in full force and effect until the full and final resolution of such claim, including appeal periods. At the request of either party, CITY or Developer will execute a document acknowledging the partial termination of this Agreement.

SECTION 5. Conflicts. In case of a conflict between any provision of this Agreement and a provision in the Lee Road Extension Sketch and Description, attached as **Exhibit B**, the provisions of this Agreement shall control.

SECTION 6. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder or substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent, the same not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

SECTION 7. Notices: Proper Form.

(a) Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered (1) when hand delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in United States mail, postage prepaid, certified mail, return receipt requested, or (3) upon receipt of such notice when deposited with Federal Express or similar overnight courier, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

(b) The initial persons to review note as set forth herein are:

(1) CITY:	THE CITY OF WINTER PARK, FLORIDA Attn: Randy Knight, City Manager City Management CITY OF WINTER PARK
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401 Park Avenue South
Winter Park, Florida 32789
Telephone: 407-599-3235
Telecopy: 407-599-3436

With a copy to: Usher L. Brown, Esq.
Brown, Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Ave., Ste. 2000
Orlando, FL 32801
Telephone: 407-425-9566
Telecopy: 407-425-9596

(2) DEVELOPER: **UP FIELDGATE US INVESTMENTS-
WINTER PARK, LLC**
Attn: Scott Fish
1045 Tulloss Road
Franklin, TN 37067
Telephone: 407-896-1132
Telecopy: 407-278-4208

With a copy to: Johnson Real Estate Law, P.A.
Attn: Paul Johnson, Jr., Esquire
3660 Maguire Boulevard, Ste. 102
Orlando, Florida 32803
Telephone: 407-745-0019
Telecopier: 407-278-4208

(3) DEVELOPER **UP DEVELOPMENT COMPANY, LLC**
Attn: Scott Fish
1045 Tulloss Road
Franklin, TN 37067
Telephone: 407-896-1132
Telecopy: 407-278-4208

SECTION 8. Time of the Essence. Time is hereby declared of the essence in the performance of the duties and obligations of the respective parties to this Agreement.

SECTION 9. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and venue for any action to enforce the provisions of this Agreement shall be in the Circuit Court in and for Orange County, Florida.

SECTION 10. Effective Date. This Agreement shall become effective upon the date of execution by the last of the parties hereto (the "Effective Date").

SECTION 11. Expenses of Enforcement.

(a) Should either party incur any expenses in enforcing any covenants, terms or conditions of this Agreement, the party in default, as determined by a court of competent jurisdiction, shall pay to the other all expenses so incurred, including reasonable attorneys' and paralegals' fees.

(b) On any third party challenge to this Agreement, the DEVELOPER shall bear all costs of defense.

SECTION 12. Amendments. No amendment, modification or other change in this Agreement shall be binding upon the parties unless in writing and executed by all of the parties hereto.

SECTION 13. Assignment. This Agreement shall not be assigned by either party without the prior written approval of the other, which approval shall not be unreasonable withheld.

SECTION 15. Exhibits. All exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

SECTION 16. Public Records. The DEVELOPER shall allow public access to all documents, papers, letters or other materials subject to the provision of Chapter 119, Florida Statutes, and which have been made or received by the DEVELOPER in connection this Agreement.

SECTION 17. Records and Audits. The DEVELOPER shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the DEVELOPER's place of business at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection by the CITY upon five (5) days prior written notice.

SECTION 18. Conflict of Interest. The DEVELOPER agrees that it will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

SECTION 19. Compliance with Laws and Regulations. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party, including, but not limited to, those now in effect and hereafter adopted.

SECTION 20. Entire Agreement.

(a) This Agreement embodies and constitutes the entire understandings of the parties with respect to the subject matter addressed herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

(b) This Agreement shall not be deemed to grant any development approval or be deemed to be a development permit or order except as may be specifically set forth herein.

IN WITNESS WHEREOF, the DEVELOPER and the CITY have executed this Agreement as of the day and year first above written.

[signature pages to follow]

Signed, Sealed and Delivered
In the Presence of:

Signature of Witness #1
Printed Name: _____

Signature of Witness #2
Printed Name: _____

DEVELOPER:

**UP FIELDGATE US INVESTMENTS – WINTER
PARK LLC**, a Florida limited liability company

By: _____
Scott Fish, Manager

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by
Scott Fish, as Manager of **UP FIELDGATE US INVESTMENTS – WINTER PARK LLC**
(Owner/Developer), a Florida limited liability company, who is personally known to me or who has
produced _____ as identification and who did (did not) take an oath.

Notary Public
Printed Name: _____
My commission expires: _____

Signed, Sealed and Delivered
In the Presence of:

Signature of Witness #1

Printed Name: _____

Signature of Witness #2

Printed Name: _____

DEVELOPER:

UP DEVELOPMENT COMPANY, 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 _____, 2015, by
_____ the _____ of **UP DEVELOPMENT COMPANY, LLC**, a Florida
limited liability company, who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Notary Public

Printed Name: _____

My commission expires: _____

CITY OF WINTER PARK, FLORIDA

ATTEST:

By: _____
Steven J. Leary, Mayor

By: _____
City Clerk

STATE OF FLORIDA)
COUNTY OF ORANGE)

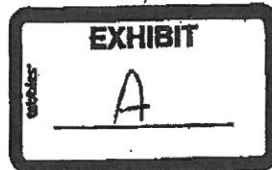
The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Steven J. Leary, Mayor, of the City of Winter Park, Florida, who is personally known to me.

Notary Public
Printed Name: _____
My commission expires: _____

G:\docs\Cities\Winter Park\Real Estate\Whole Foods & Org Co Schools Purchase\Indemnity Agreement\Whole Foods Indemnity Agreement CDR 5-5-15.docx

EXHIBIT A

Whole Foods Property



LEGAL DESCRIPTION

PARCEL A:

PARCEL 1:

THE WEST 330 FEET OF THE EAST 773 FEET OF THE SOUTH 212 FEET OF THE NORTH 330 FEET OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, RUN SOUTH 118 FEET, WEST 443 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 212 FEET, WEST 330 FEET, NORTH 212 FEET, EAST 330 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE NORTH 72.00 FEET OF THE EAST 125.00 FEET OF THE WEST 330 FEET OF THE EAST 773.00 FEET OF THE SOUTH 212 FEET OF THE NORTH 330 FEET OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22, SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA.

PARCEL 2:

BEGIN 443 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, RUN SOUTH 118 FEET, WEST 330 FEET, NORTH 118 FEET, EAST 330 FEET.

LESS AND EXCEPT ROADWAY ON NORTH; AND

LESS AND EXCEPT BEGIN 443 FEET WEST AND 118 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22, SOUTH, RANGE 29 EAST, RUN WEST 125 FEET, NORTH 118 FEET, EAST 125 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ 443 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼, THENCE SOUTH TO THE POINT OF BEGINNING.

PARCEL 3:

LOTS 1 THRU 9, INCLUSIVE, AND LOTS 13 THRU 38, INCLUSIVE, ALANDALE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK N, PAGE 7, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 4:

LOTS 10, 11 AND 12, ALANDALE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK N, PAGE 7, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 5:

THAT PARCEL OF LAND LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF DIXON AVENUE, AND NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF FRIENDS AVENUE AND EAST OF ALANDALE PARK AS RECORDED IN PLAT BOOK N, PAGE 7, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 28 OF SAID ALANDALE PARK, THENCE RUN NORTH 00°44'12" EAST ALONG THE EAST LINE OF SAID LOT 28 AND LOT 29 OF SAID ALANDALE PARK A DISTANCE OF 301.15 FEET TO THE NORTHEAST CORNER OF SAID LOT 23, SAID NORTHEAST CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF DIXON AVENUE, THENCE RUN NORTH 89°32'27" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DIXON AVENUE 11.80 FEET TO THE NORTHWEST CORNER OF THE FOLLOWING DESCRIBED PARCEL (HEREINAFTER "PARCEL 2"):

PARCEL 2:

BEGIN 443 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, RUN SOUTH 118 FEET, WEST 330 FEET, NORTH 118 FEET, EAST 330 FEET, LESS AND EXCEPT ROADWAY ON NORTH; AND LESS AND EXCEPT BEGIN 443 FEET WEST AND 118 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, RUN WEST 125 FEET, NORTH 118 FEET, EAST 125 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ 443 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼, THENCE SOUTH TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF DIXON AVENUE RUN SOUTH 00°01'04" WEST ALONG THE WEST BOUNDARY LINE OF PARCEL 2 AND THE WEST BOUNDARY LINE OF THE FOLLOWING DESCRIBED PARCEL:

PARCEL 1:

THE WEST 330 FEET OF THE EAST 773 FEET OF THE SOUTH 212 FEET OF THE NORTH 330 FEET OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, RUN SOUTH 118 FEET, WEST 443 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 212 FEET, WEST 330 FEET, NORTH 212 FEET, EAST 330 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE NORTH 72.00 FEET OF THE EAST 125.00 FEET OF THE WEST 330 FEET OF THE EAST 773.00 FEET OF THE SOUTH 212 FEET OF THE NORTH 330 FEET OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22, SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA;

WHICH BOUNDARY LINE IS ALSO THE WEST LINE OF THE EAST 773.00 FEET OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, A DISTANCE OF 301.12 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID FRIENDS AVENUE; THENCE RUN SOUTH 89°32'27" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF FRIENDS AVENUE A DISTANCE OF 15.30 FEET TO THE POINT OF BEGINNING.

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, RUN N00°29'18"W, ALONG THE EAST LINE OF THE SOUTHEAST 1/4, OF THE NORTHEAST 1/4, OF SAID SECTION 1, A DISTANCE OF 1444.59 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4, OF THE NORTHEAST 1/4; THENCE RUN S89°15'26"W, ALONG THE NORTH LINE OF THE SAID SOUTHEAST 1/4, OF THE NORTHEAST 1/4, AS SAID LINE IS DEPICTED ON THE FOOT RIGHT-OF-WAY MAPS FOR STATE ROAD 15/800, SECTION NUMBER 75030, F.P. 408429-1, A DISTANCE OF 558.01 FEET, TO A POINT ON THE WEST LINE OF THE EAST 568.00 FEET OF THE AFORESAID SOUTHEAST 1/4, OF THE NORTHEAST 1/4, SAID POINT ALSO BEING THE POINT OF BEGINNING FOR THAT PARCEL BEING DESCRIBED HEREIN; THENCE S00°29'19"E, ALONG SAID WEST LINE OF THE EAST 568.00 FEET, A DISTANCE OF 190.00 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 190.00 FEET, OF THE AFORESAID SOUTHEAST 1/4, OF THE NORTHEAST 1/4; THENCE N89°15'26"E, ALONG SAID SOUTH LINE OF THE NORTH 190.00 FEET, RUN A DISTANCE OF 125.00 FEET, TO A POINT ON THE WEST LINE OF THE EAST 443.00 FEET, OF THE AFORESAID SOUTHEAST 1/4, OF THE NORTHEAST 1/4; THENCE S00°29'19"E, ALONG SAID WEST LINE OF THE EAST 443.00 FEET, RUN A DISTANCE OF 140.00 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 330.00 FEET OF THE AFORESAID SOUTHEAST 1/4, OF THE NORTHEAST 1/4; THENCE S89°15'26"W, ALONG SAID SOUTH LINE OF THE NORTH 330.00 FEET, RUN A DISTANCE OF 330.00 FEET, TO A POINT ON THE WEST LINE OF THE EAST 773.00 FEET, OF THE AFORESAID SOUTHEAST 1/4, OF THE NORTHEAST 1/4; THENCE N00°29'19"W, ALONG SAID WEST LINE OF THE EAST 773 FEET, RUN A DISTANCE OF 28.64 FEET, TO A POINT OF INTERSECTION OF THE EASTERLY PROJECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF FRIENDS AVENUE AS SHOWN ON THE PLAT OF ALANDALE PARK, RECORDED IN PLAT BOOK "N", PAGE 7, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S89°17'00"W, ALONG EASTERLY PROJECTION AND THE NORTHERLY RIGHT-OF-WAY LINE OF SAID FRIENDS AVENUE, A DISTANCE OF 460.35 FEET, TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF NORTH ORLANDO AVENUE (US 17-82), AS SAID RIGHT-OF-WAY IS SHOWN ON THE AFORESAID FOOT RIGHT-OF-WAY MAPS FOR STATE ROAD 15/800, SECTION NUMBER 75030, F.P. 408429-1; THENCE N00°15'52"E, ALONG SAID RIGHT-OF-WAY LINE, RUN A DISTANCE OF 504.30 FEET, TO A POINT ON THE AFORESAID NORTH LINE OF THE SOUTHEAST 1/4, OF THE NORTHEAST 1/4; THENCE N89°15'26"E, ALONG SAID NORTH LINE OF THE SOUTHEAST 1/4, OF THE NORTHEAST 1/4, RUN A DISTANCE OF 661.39 FEET, TO THE POINT OF BEGINNING.

PARCEL B:

PARCEL 1:

BEGIN 5 CHAINS SOUTH AND 450 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA. THENCE RUN SOUTH 5 CHAINS, THENCE RUN WEST 5 CHAINS, THENCE RUN NORTH 5 CHAINS AND THENCE RUN EAST 5 CHAINS TO THE POINT OF BEGINNING, LESS AND EXCEPT THE SOUTH 114 FEET THEREOF.

PARCEL 2:

ALL OF THE LAND LYING IMMEDIATELY ADJACENT TO AND WEST OF WESTERN BOUNDARY OF THE FOLLOWING REAL PROPERTY:

BEGIN 5 CHAINS SOUTH AND 450 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, THENCE RUN SOUTH 5 CHAINS, THENCE RUN WEST 5 CHAINS, THENCE RUN NORTH 5 CHAINS AND THENCE RUN EAST 5 CHAINS TO THE POINT OF BEGINNING, LESS AND EXCEPT THE SOUTH 114 FEET THEREOF, ALL LOCATED IN ORANGE COUNTY, FLORIDA (PARCEL ID NO. 01-22-29-0000-00016; THE "RCJ2 PROPERTY");

AND LYING EAST OF THE EASTERN BOUNDARY OF THE FOLLOWING REAL PROPERTY:

ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10, BLOCK 4, HAVILAH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK D, PAGE 144, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF THE NORTH 1/2 OF QUAKER AVENUE (NOW ABANDONED, AS PER RESOLUTION SHOWN IN OFFICIAL RECORDS BOOK 1380, PAGE 601), WHICH LIES IMMEDIATELY ADJACENT TO THE SOUTH LINE OF BLOCK 4, HAVILAH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK D, PAGE 144, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (PARCEL H) NO. 01-22-29-3452-04-0102; THE "UP PROPERTY");

AND HAVING AS ITS NORTHERN BOUNDARY THE WESTWARD EXTENSION OF THE NORTH BOUNDARY OF THE RCJ2 PROPERTY AND AS ITS SOUTHERN BOUNDARY THE WESTWARD EXTENSION OF THE SOUTH BOUNDARY OF THE RCJ2 PROPERTY;

AND INCLUDING ALL RIGHTS OF WAY, STREETS, ALLEYS, PASSAGEWAYS, STRIPS, CORES AND OTHER RIGHTS, TITLES AND INTERESTS PERTAINING TO EITHER THE RCJ2 PROPERTY OR THE UP PROPERTY.

PARCEL C:

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7, 14, 15, 16, 17, 18, 19 AND 20, BLOCK 1, HAVILAH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK D, PAGE 144, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10, BLOCK 4, HAVILAH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK D, PAGE 144, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF THE NORTH 1/2 OF QUAKER AVENUE VACATED PER RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 1380, PAGE 601, WHICH LIES IMMEDIATELY ADJACENT TO THE SOUTH LINE OF BLOCK 4, HAVILAH PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK D, PAGE 144, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LESS AND EXCEPT THE PORTION OF PARCEL "C" SOUTH OF THE LEE ROAD EXTENSION.

EXHIBIT B

Lee Road Extension Sketch and Description

4837-6161-7956, v. 2

EXHIBIT

tabbly

B

DESCRIPTION:

SKETCH AND DESCRIPTION

A PORTION OF BLOCKS 1, 4 AND A PORTION OF THE VACATED RIGHT OF WAY OF GALLOWAY DRIVE, (ELAH STREET BY PLAT), HAVILAH PARK, AS RECORDED IN PLAT BOOK O, PAGE 144 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA. ALSO BEING A PORTION OF BLOCK "B" HOLDEN BROTHERS' ADDITION TO WINTER PARK AS RECORDED IN PLAT BOOK A, PAGE 61 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 4, HAVILAH PARK, AS RECORDED IN PLAT BOOK O, PAGE 144 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S00°00'01"E, ALONG THE EAST LINE OF SAID HAVILAH PARK, 323.16 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE S00°00'01"E, ALONG SAID EAST LINE, 24.73 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CHEROKEE AVENUE; THENCE S89°56'14"E, ALONG SAID SOUTH RIGHT OF WAY LINE, 220.50 FEET; THENCE S39°45'05"W, DEPARTING SAID SOUTH RIGHT OF WAY LINE, 73.65 FEET TO A POINT OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S22°53'02"E, AND A RADIUS OF 260.00 FEET THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°31'50", A DISTANCE OF 197.54 FEET TO THE POINT OF TANGENCY; THENCE S01°07'07"E, 459.42 FEET; THENCE 57°02'44"E, 45.54 FEET TO THE NORTH RIGHT OF WAY LINE OF WEBSTER AVENUE; THENCE S89°45'17"W, ALONG SAID NORTH RIGHT OF WAY LINE, 124.74 FEET TO THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9986, PAGE 2648 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N01°06'43"W, ALONG SAID EAST LINE, 507.15 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE S89°55'36"E, DEPARTING SAID EAST LINE, 18.17 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF N51°02'38"W AND A RADIUS OF 200.25 FEET; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°42'23", A DISTANCE OF 268.09 FEET TO THE POINT OF TANGENCY; THENCE N89°23'50"W, 112.72 FEET; THENCE N88°26'44"W, 60.21 FEET; THENCE N89°23'50"W, 218.60 FEET; THENCE S64°45'39"W, 17.44 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 36.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°41'32", A DISTANCE OF 21.80 FEET TO THE POINT OF TANGENCY; THENCE S30°04'08"W, 21.73 FEET TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 17-92 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD 15-600, SECTION 75030, F.P. NO.408429; THENCE N00°51'36"E, ALONG SAID EASTERLY RIGHT OF WAY LINE, 40.46 FEET; THENCE N89°08'24"W, ALONG SAID EASTERLY RIGHT OF WAY LINE, 10.00 FEET TO THE EASTERLY RIGHT OF WAY LINE AND THE WEST LINE OF AFOREMENTIONED HAVILAH PARK; THENCE N00°51'36"E, ALONG SAID EAST RIGHT OF WAY LINE AND SAID WEST LINE, 118.75 FEET; THENCE N88°50'50"E, DEPARTING SAID LINE, 5.15 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S25°51'40"E AND A RADIUS OF 36.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°47'48" A DISTANCE OF 30.66 FEET TO THE POINT OF TANGENCY; THENCE S50°15'34"E, 18.74 FEET; THENCE S89°23'50"E, 423.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 107,576 SQUARE FEET OR 2.4696 ACRES MORE OR LESS.

LEGEND

C.B. CHORD BEARING
C.A. CENTRAL ANGLE
CH CHORD LENGTH
R RADIUS
L ARC LENGTH
P.B. PLAT BOOK

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE EAST LINE OF HAVILAH PARK ASSUMED AS SHOWN.
3. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER.

Michael D. Cummins, Jr.

MICHAEL D. CUMMINS, JR.
FLORIDA REGISTRATION NUMBER LS5592
FLORIDA LICENSED SURVEYOR AND MAPPER

PREPARED FOR:

UP DEVELOPMENT

**CUMMINS SURVEYING
AND MAPPING, INC.**

2758 Susanday Drive
Orlando, Florida 32812
(407) 894-4254

e-mail: mc5592@bellsouth.net
Certificate of Authorization LB 6983

TECHNICIAN: MDC

ISSUE DATE: 5-21-15

PROJECT NO. 14-36

OVERALL NO POND

SHEET No. 1 OF 2

0' 150' 300' 450'

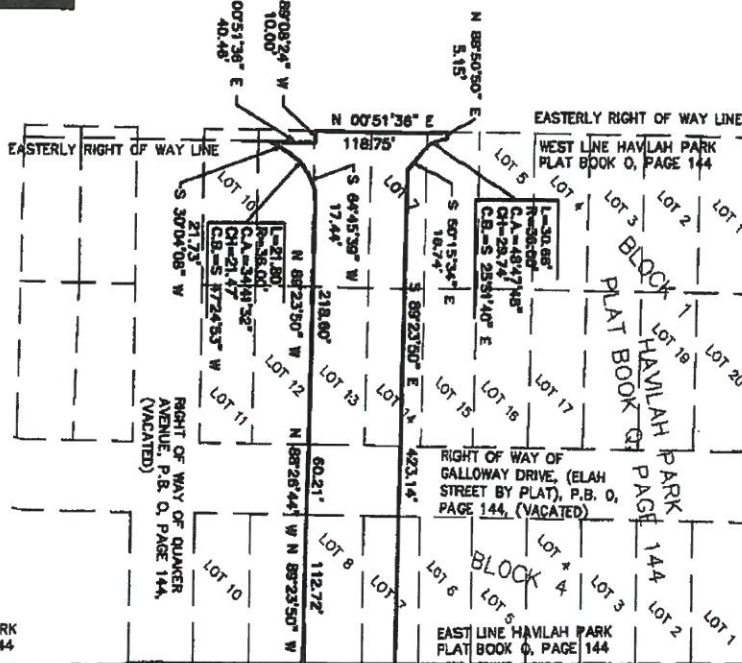
GRAPHIC SCALE: 1"=150'



U.S. HIGHWAY 17-92

FRIENDS AVENUE

POINT OF COMMENCEMENT
NORTHEAST CORNER OF BLOCK 4
HAYLAH PARK, P.B. O, PAGE 144



EAST LINE HAYLAH PARK
PLAT BOOK O, PAGE 144

PROPERTY DESCRIBED IN
O.R. 9986, PAGE 2648

POINT OF BEGINNING
S 00°00'01" E 323.16'
S 00°00'01" E 24.73'

CHEROKEE AVENUE

BLOCK "B" HOLDEN BROTHERS'
ADDITION TO WINTER PARK,
P.B. A, PAGE 61

OVERALL NO POND

PREPARED FOR:

UP DEVELOPMENT

**CUMMINS SURVEYING
AND MAPPING, INC.**

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Certificate of Authorization LB 6983

ISSUE DATE: 5-21-15

SHEET 2 OF 2

SCALE: 1"=150'



city commission **public hearing**

item type	Public Hearing	meeting date	June 22, 2015
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

Subject: Second Reading of the Rezoning for the Winter Park Racquet Club and Conditional Use.

This public hearing is the second reading of the request of the Winter Park Racquet Club for a Comprehensive Plan change from Single Family to Open Space and Recreation and Zoning change from Single Family (R-1A) to Parks and Recreation (PR) for the property to be acquired at 2011 Via Tuscany so the Racquet Club can incorporate the property as part of the Club's activities. The agenda also includes action on the Conditional Use for the site improvements described below.

Summary:

This acquisition is beneficial to the Racquet Club for a number of reasons:

1. Acquiring the 2011 Via Tuscany property 'squares off' the Racquet Club property. Actually the north 30 feet of that property is an easement for the driveway of the Racquet Club.
2. Acquiring the 2011 Via Tuscany property allows the Club via the Conditional Use approval to widen the south entrance road/driveway for two-way traffic flow. That then permits eliminating the "north" driveway. The attached plan shows how that area will be improved with more green space, outdoor patio and pedestrian/bike path. It also removes the traffic impacts (noise/head lights) onto those adjacent residential neighbors to the north.
3. Acquiring the 2011 Via Tuscany property allows the existing house to be converted via Conditional Use for Club purposes such as administrative office space, an expanded tennis pro shop and for storage.

The Conditional Use component of this request is depicted on the attached site plan. It shows the elimination of the driveway on the north side of the tennis courts. It shows a new patio area and pedestrian/bike path in that area. It allows a full sized regulation tennis court to be built in the front where the City had previously approved an undersized new tennis court.

The ideas of how the Racquet Club would use the 2011 Via Tuscany property are conceptual at this point. This approval would allow the City to permit interior renovations to the home for use by the Racquet Club and for the connection of the two properties for circulation. However, if there are major changes to the building (additions over 500 sf) or major changes to the site layout (such as parking in the front yard) then those would require a future conditional use review/approval at subsequent public hearings.

The Winter Park Racquet Club has voluntarily made several significant safety, aesthetic and environmental improvements to their properties in recent years. The parking and driveways have been redone to add extra parking spaces and improve vehicle safety. New sidewalk/bike paths have been added to increase pedestrian safety. New storm water retention areas have been added and underground clay separators have been installed to improve the quantity and quality of the drainage systems. This acquisition of the property at 2011 Via Tuscany continues that program by improving traffic safety (two way drive) and squaring off the Club's boundaries. It does not represent an increase in the number of activities or traffic to/from the Racquet Club.

Planning and Zoning Board Recommendation:

Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve the request to amend the "Comprehensive Plan" Future Land Use Map to change from single family residential to open space and recreation on the property at 2011 Via Tuscany.

Motion carried unanimously by a 7-0 vote.

Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve the request to amend the official zoning map to change from single family (R-1AA) district zoning to parks and recreation (PR) district zoning on the property at 2011 Via Tuscany.

Motion carried unanimously by a 7-0 vote.

Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve the request for a Conditional Use to amend the site plan layout for the Racquet Club to add the property at 2111 Via Tuscany, eliminate the north driveway and make other site modifications.

Motion carried unanimously by a 7-0 vote.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF SINGLE FAMILY RESIDENTIAL FUTURE LAND USE TO OPEN SPACE AND RECREATION ON THE PROPERTY AT 2011 VIA TUSCANY, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

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

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

WHEREAS, the Winter Park Racquet Club, as petitioner for a future land use amendment, is desirous of amending the future land use designation from Single Family Residential to Open Space and Recreation; and

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

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on May 5, 2015, provided for participation by the public in the process and rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on June 8, 2015 and June 22, 2015 and provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.

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

SECTION 1. Future Land Use Map Amendment. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to change the future land use map designation from Single Family Residential to Open Space and Recreation on the property at 2011 Via Tuscany, more particularly described as follows:

Lots 1 & 2 and the south 30 feet of the street to the north, Block C, Sicilian Shores subdivision, as recorded in Plat Book "O", Page 34 of the Public Records of Orange County, Florida. Parcel ID# 32-21-30-8020-03-010

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

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

SECTION 4. Effective Date. An amendment adopted under this paragraph does not become effective until 31 days after adoption. If timely challenged, an amendment may not become effective until the state land planning agency or the Administration Commission enters a final order determining that the adopted small scale development amendment is in compliance. Furthermore this amendment shall only become effective upon the purchase of this property by the Winter Park Racquet Club.

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 _____, 2015.

Mayor Steve Leary

Attest:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE SINGLE FAMILY RESIDENTIAL (R-1AA) DISTRICT ZONING TO PARKS AND RECREATION (PR) DISTRICT ZONING ON THE PROPERTY AT 2011 VIA TUSCANY, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their May 5, 2015 meeting; and

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

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

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

SECTION 1. Official Zoning Map Amendment. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the zoning designation from Single Family (R-1AA) District to Parks and Recreation (PR) District on the property at 2011 Via Tuscany, more particularly described as follows:

Lots 1 & 2 and the south 30 feet of the street to the north, Block C, Sicilian Shores subdivision, as recorded in Plat Book "O", Page 34 of the Public Records of Orange County, Florida. Parcel ID# 32-21-30-8020-03-010

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

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

SECTION 4. Effective Date. This Ordinance shall become effective upon the effective date of Ordinance _____. If Ordinance _____ does not become effective, then this Ordinance shall be null and void. Furthermore this amendment shall only become effective upon the purchase of this property by the Winter Park Racquet Club.

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 _____, 2015.

Mayor Steve Leary

Attest:

City Clerk

P&Z Minutes: May 5, 2015:

REQUEST OF THE WINTER PARK RACQUET CLUB INC. TO: AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE MAP TO CHANGE FROM SINGLE FAMILY RESIDENTIAL TO OPEN SPACE AND RECREATION DESIGNATION ON THE PROPERTY AT 2011 VIA TUSCANY.

REQUEST OF WINTER PARK RACQUET CLUB INC. TO: AMEND THE OFFICIAL ZONING MAP TO CHANGE FROM SINGLE FAMILY (R-1AA) DISTRICT ZONING TO PARKS AND RECREATION (PR) DISTRICT ZONING ON THE PROPERTY AT 2011 VIA TUSCANY.

REQUEST OF WINTER PARK RACQUET CLUB INC. FOR: CONDITIONAL USE APPROVAL TO AMEND THE SITE PLAN LAYOUT FOR THE RACQUET CLUB TO ADD THE PROPERTY AT 2111 VIA TUSCANY, ELIMINATE THE NORTH DRIVEWAY AND MAKE OTHER SITE MODIFICATIONS.

Planning Manager Jeffrey Briggs presented the staff report and explained that the Winter Park Racquet Club at 2111 Via Tuscany has a contract to purchase the adjacent single family home at 2011 Via Tuscany. The 2011 Via Tuscany property is designated Single Family in the Comprehensive Plan and zoned R-1AA. The Racquet Club is asking for the Comprehensive Plan change from Single Family to Open Space and Recreation and for the Zoning change from Single Family (R-1A) to Parks and Recreation (PR) for the property so that they may use the property as part of the Club's activities.

This acquisition is beneficial to the Racquet Club for as number of reasons:

1. Acquiring the 2011 Via Tuscany property 'squares off' the Racquet Club property. Actually the north 30 feet of that property is an easement for the driveway of the Racquet Club.
2. Acquiring the 2011 Via Tuscany property allow the Club to widen the south entrance road/driveway for two-way traffic flow. That then permits eliminating the "north" driveway. The attached plan shows how that area can be improved with more green space, outdoor patio and pedestrian/bike path. It also removes the traffic impacts (noise/head lights) onto those adjacent residential neighbors to the north.
3. Acquiring the 2011 Via Tuscany property allow the existing house to be converted for Club purposes such as administrative office space, an expanded tennis pro shop and for storage.

Mr. Briggs reviewed the Conditional Use component of this request. It contemplates the elimination of the driveway on the north side of the tennis courts, a new patio area, and pedestrian/bike path in that area. It also contemplates a full sized regulation tennis court to be built up in the front where the City had previously approved an undersized new tennis court.

Mr. Briggs explained that any proposed uses of the 2011 Via Tuscany property are conceptual at this point. This approval would allow the City to permit interior renovations to the home for use by the Racquet Club and for the connection of the two properties for circulation. However, if there are major changes to the building (additions over 500 square feet) or major changes to the site layout (such as parking in the front yard) then those would require a future conditional use review/approval at subsequent public hearings. Given that there are adequate protections for the neighbors from the City approval processes, this property acquisition will not provide for something unforeseen that could be a nuisance for the neighbors. He noted that as a point of information, the Winter Park Racquet Club is not a tax exempt entity. They pay property taxes on their current properties and thus would continue to pay property taxes on this newly acquired property.

Mr. Briggs summarized by stating that the Winter Park Racquet Club has voluntarily made several very significant safety, aesthetic and environmental improvement to their properties in recent years. The

parking and driveways have been redone to add extra parking spaces and improved vehicle safety. New sidewalk/bike paths have been added to increase pedestrian safety. New storm water retention areas have been added and underground clay separators have been installed to improve the quantity and quality of the drainage systems. This acquisition of the property at 2011 Via Tuscany continues that program by improving traffic safety (two-way drive) and squaring off the Club's boundaries. It does not represent an increase in the number of activities or traffic to/from the Racquet Club. Staff recommended approval of the request. Mr. Briggs responded to Board member questions and concerns.

Mr. Gottfried disclosed that he is a member of the Racquet Club. He explained that he has spoken to the City Attorney and there is no conflict that prohibits him from voting on or participating in the discussion of this item.

John Gigliotti, 2233 Azalea Place, represented the Racquet Club. He explained that he is a neighbor, member and also serves on Club's the long range planning committee. He stated that there have been improvements to storm water, parking lot and landscaping. He noted that they have been working with the Sutton's in an effort to traffic calm their ingress/egress to their driveway. He said that redevelopment will be conforming to the existing single family neighborhood. Mr. Gigliotti responded to Board member questions and concerns.

Charlie Madden, Madden Engineering, spoke regarding Board member concerns with regard to the location and configuration of the boat ramp. He also explained the improvements that have been made at the racquet Club for storm water drainage including the clay separators and increased retention areas.

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

The P&Z Board agreed that the addition of this property can be done without impact upon the neighbors and that the City conditional use requirements would apply if anything major is done to the acquired property.

Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve the request to amend the "Comprehensive Plan" Future Land Use Map to change from single family residential to open space and recreation designation on the property at 2011 Via Tuscany.

Motion carried unanimously by a 7-0 vote.

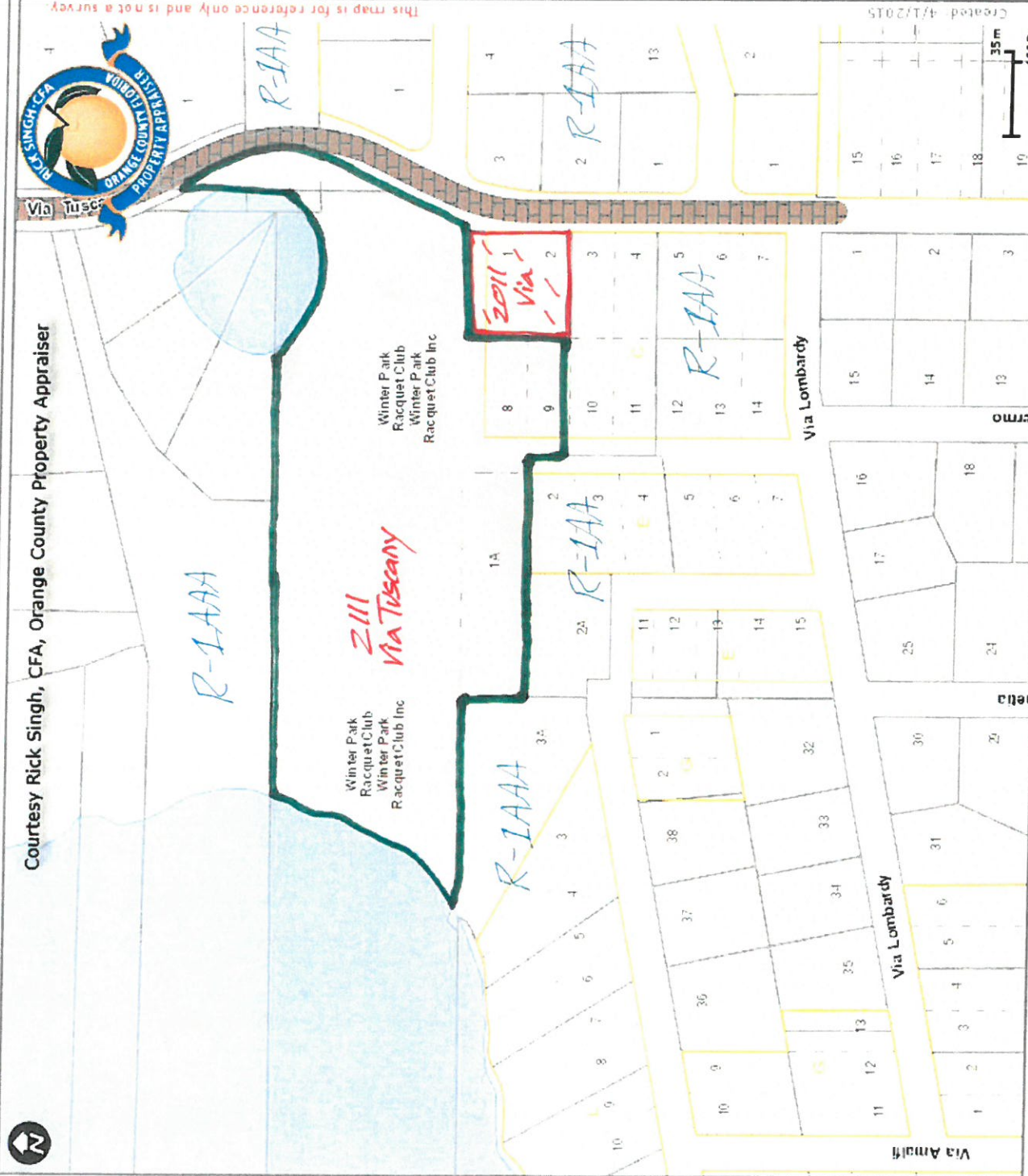
Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve the request to amend the official zoning map to change from single family (R-1AA) district zoning to parks and recreation (PR) district zoning on the property at 2011 Via Tuscany.

Motion carried unanimously by a 7-0 vote.

Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve the request for a Conditional Use to amend the site plan layout for the Racquet Club to add the property at 2111 Via Tuscany, eliminate the north driveway and make other site modifications.

Motion carried unanimously by a 7-0 vote.

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





Winter Park Racquet Club

April 21st, 2015

Mr. Jeffrey Briggs
City of Winter Park
401 South Park Avenue
Winter Park, FL 32789

Dr. Mr. Briggs;

The Winter Park Racquet Club (WPRC) is a neighborhood club, governed by neighborhood volunteers, with over 350 multi-generational members residing within 1 mile of the club.

The club has entered into discussions with the owners of 2011 Via Tuscany, Winter Park, for the purchase of their property. The home is located south of the Clubhouse, directly across from our tennis courts and fitness center. As we move forward with the purchase, we respectfully request a change to the zoning of 2011 Via Tuscany to Parks and Recreation, which is consistent with the current WPRC property.

The zoning change will allow us to:

- Increase parks and recreation space
- Reduce single lane vehicle traffic and optimize pedestrian and vehicle safety
- Increase pedestrian paths and landscaping
- Retain the residential character of all buildings
- Cultivate green space to the north of the property.

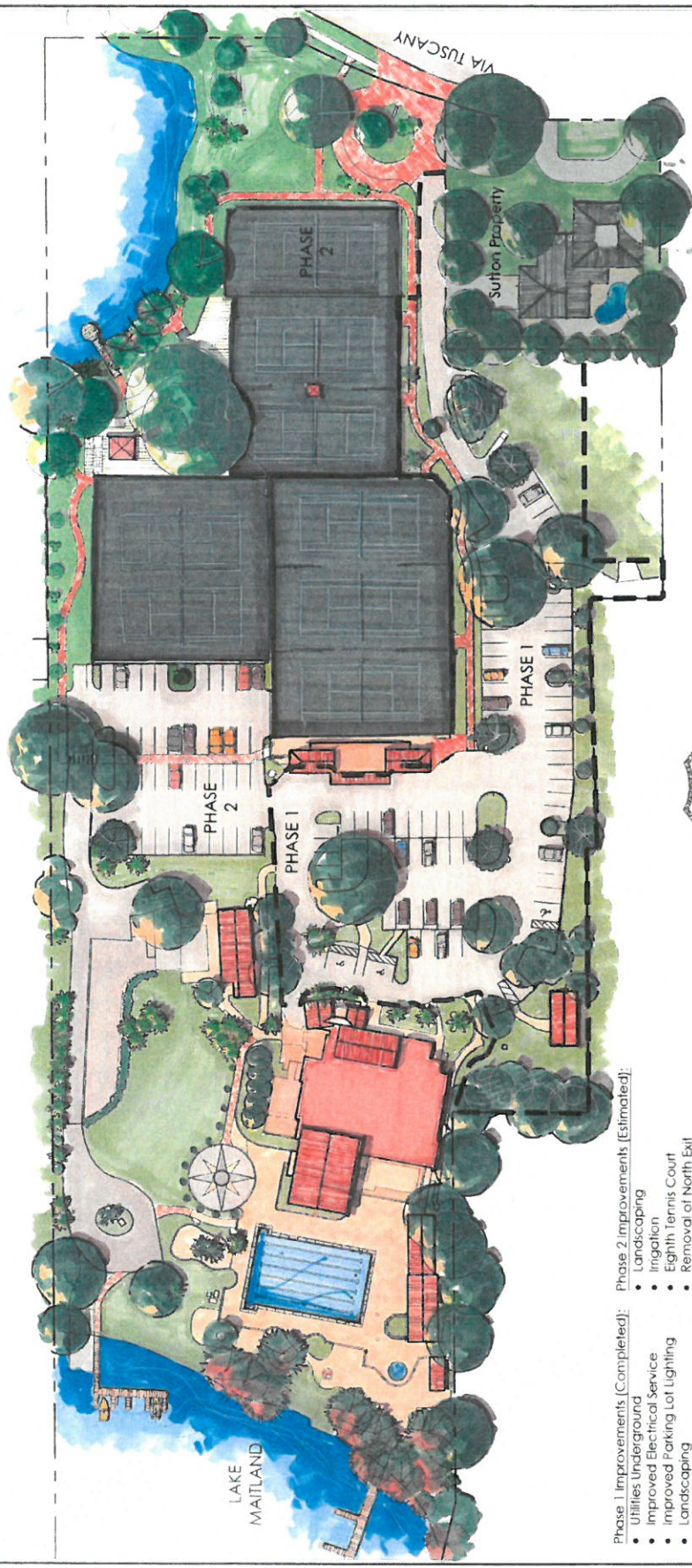
All of these ideas will function into the framework of the Club's vision to remain a neighborhood club.

It is always the Club's goal to ensure a mutually beneficial relationship with our neighbors and the surrounding Winter Park community.

Thank you for your attention to our request.

Warm regards,


Leslie Karen
General Manager
Winter Park Racquet Club



WINTER PARK RACQUET CLUB MASTER PLAN

Phase 1 Improvements (Completed):

- Utilities Underground
- Improved Electrical Service
- Improved Parking Lot Lighting
- Landscaping
- Irrigation
- Paving
- Traffic Flow
- Additional Parking
- Improved Water Retention

Phase 2 Improvements (Estimated):

- Landscaping
- Irrigation
- Eighth Tennis Court
- Removal of North Exit
- Traffic Flow: Easier Guest Drop-Off
- Paving
- Improved Drainage and Water Retention
- Additional Parking
- Improved Signage and Flagpole
- Wider Entrance / Exit
- Deck Area
- Summer Kitchen / Bathrooms
- Repair / Improve courts 6 & 7



city commission public hearing

item type	Public Hearing	meeting date	June 22, 2015
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

Subject: Amendment of Conditional Use for Three Story Townhouse Project at 170 E. Morse/170 S. Knowles.

This public hearing is a Conditional Use request by the prospective purchasers of 170 S. Knowles Avenue/170 E. Morse Blvd. to amend the previous multi-family project approved in 2007. It was originally four units; however, this proposal is now three units, each three stories in height and now 19,935 square feet of total building area. The property is zoned C-2.

Summary:

Background: On October 22, 2007 the City Commission approved a Conditional Use, for a four unit, three-story, 18,290 square foot residential project to replace the two story retail/office building at the SW corner of Morse Blvd. and Knowles Avenue. That project by the current property owner, Mr. Furst and required Conditional Use approval as it was a three story building in the Central Business District and over 10,000 sq. ft.

That original Conditional Use approval was valid for two years. The City Commission provided an extension on April 13, 2009. Then on April 10, 2010 the City Commission provided a five year extension until October 22, 2016. Later, on October 24, 2011 the City Commission extended the Conditional Use approval until October 24, 2021. As this application is from a contract purchaser, the seller and purchaser have requested that any approval be conditioned upon the eventual sale and closing which is reflected in the staff conditions.

Current Project Plan Request:

The project parameters retain much of the original site plan layout from the original approval in 2007. The project fronts on Morse Blvd. and Knowles Avenue and has a rear entry motor court from the Treat Way alley into two car garages for each of the three units. The total building area increases from 18,290 square feet to 19,935 square feet. This is an increase in floor area ratio (FAR) from the 177% permitted in 2007 to the current request at 192.61%. The Code maximum FAR for C-2 zoning is 200%.

For purposes of comparison, the following table outlines the C-2 zoning requirements and the proposed dimensions of this project.

	C-2 Require- ments	Project Proposal
Property Size		10,350 sf
Floor Area Ratio	Max. 200%	192.61%
Knowles Ave. setback	0 feet	5-8 feet
Morse Blvd. setback	3.3 feet	3.3 feet
Alley setback	0 feet Floors 1 & 2 10 feet -3 rd floor	3 feet 4 inches for all floors
Interior Side setback	0 feet	0 feet
Bldg. Height	40 feet	40 feet

The street setbacks on Morse Blvd. are in line with the average existing 3.3 foot setback (from the adjacent Landmark Condominium) and the street setbacks on Knowles Avenue are 5 to 8 feet except for the first floor entry porch features at zero feet or at the property line as there is no 'average' setback on Knowles Avenue in this block. There is also a proposed 3 foot-4 inch street setback to the Treat Way alley (south side) and to the adjacent Landmark Condo (west side).

The building height is at the maximum 40 feet permitted for three story buildings in the Central Business District and in the C-2 zoning. There is a cornice parapet wall of 5 feet in height for a total visual height of 45 feet. Back within the rooftop are the elevator/stair tower elements for each unit, an additional 10 feet in height. These heights are consistent with the original 2007 approval and the parapet walls are somewhat smaller as the 2007 plans which had architectural ornamentation on the corners.

The Comprehensive Plan and the Zoning Code contain a requirement to provide terracing and articulation by imposing a further setback for the third floors of any prospective building within the Central Business District and C-2 zoning. The Comprehensive Plan policies are very prescriptive in requiring a one for one foot setback for the third floors. If the third floor is 10 feet tall then the third floor setback is 10 feet. The C-2 zoning is less prescriptive in that it just requires that "a significant portion of the top floor shall be terraced and stepped back from the exterior face of the next lower floor".

In this project, as with the Morse/Virginia Townhouses, designed by Phil Kean, the design solution is to build the "box" setback from the street front by 9-10 feet and then add architectural articulation outward from the "box". It is an acceptable method of compliance and in some ways a better design solution because the bulk of the "building mass" is further setback from the street frontages.

Per the policy of the Comprehensive Plan, if the third floor is ten feet in height then the third floor must be setback 10 feet from the street where zero foot setbacks apply (Knowles Avenue and the Alley) and the third floor must be setback 13 feet 3 inches from where a 3 foot, 3 inch street setback exists (Morse Blvd.). The proposed plans indicate a 9 foot, 1 inch setback for the third floor on the Knowles Avenue frontage and a 12 foot, 3 inch setback for the third floor on the Morse Blvd. frontage. The applicant is asking for an exception, as may be permitted via this Conditional Use review for the 1 foot difference (9 foot setback vs. 10 foot floor height). To the staff this one foot differential seems de minimus and staff has no issue for the request for that 1 foot setback exception.

On the Treat Way alley side, which is also street frontage, the plans depict a setback of 3 feet 4 inches for all three floors and the applicant has proposed another one foot setback for the third floor. This request is asking in effect to vest the vertical 3 feet 4 inches setback for all three floors that was approved for the previous project in 2007 but allowing for another one foot setback for the third floor to break up that vertical wall. Treat Way is a public street, albeit an alley but with frontage and visibility all along Knowles Avenue. The P&Z Board is in support of these setback exceptions.

Streetscape Proposal:

The applicant is also asking the City to consider a streetscape proposal for this section of Knowles Avenue. Currently (as depicted in the plans) along Knowles Avenue are 12 on-street parking spaces at 90 degrees from the travel lanes. An existing 4.5 feet of sidewalk exists between the curb and the property line. The applicant would like to convert this Knowles Avenue street frontage using on street spaces. That increases the sidewalk width to 12.5 feet for better pedestrian circulation and oak trees within this area.

This proposal benefits the project by enhancing the visual street appeal of this street section and increasing pedestrian access. The concern is that the City loses public parking spaces within an area where all the parking spaces are usually full.

Public Works has been conducting parking surveys on the use and availability of parking spaces in the six city parking lots downtown for the past 15 months. The Knowles Avenue parking spaces have consistently been the most heavily utilized parking in the downtown. As a result, the recommendation from Public Works was not in favor of this streetscape proposal as it results in the loss of six to eight public parking spaces.

The applicants' position is that the conversion of this property from a retail/office building to a residential building is going to reduce the demand from customers/clients parking on Knowles to visit businesses within this building. The applicants' perspective is that this change in use will benefit the parking situation and more than offset the loss of the six parking spaces.

The P&Z Board agreed with the applicant and felt that the benefits of continuing the streetscape program on Morse Blvd around the corner with a wider sidewalk and new oak trees, especially to increase pedestrian safety was more important than the loss of six parking spaces.

Traffic Study:

The staff did not require the developer to provide a traffic study because the total trip generation from 3 residential units of 33 trips per day is far less than the trip generation from the existing 7,365 square feet of retail/office spaces which produces 349 trips per day per ITE generation estimates. This existing traffic generation may be overstated since many trips to the downtown are multi-destination trips but the conclusion regardless is that this residential project of three townhouses will generate less traffic than the existing building.

Impact Upon the Downtown Winter Park Historic Districts:

This property is located outside the US Federal Register - Downtown Winter Park Historic District which ends at the Center Street alley and the Interlachen Avenue Historic District which ends adjacent to this property. See maps attached. In other cases, a question has been raised about applicability of a recommendation from the City's Historic Preservation Board per the code text below:

Sec. 58-446. - Functions, powers and duties of the historic preservation board. The historic preservation board shall be responsible for the development and administration of a comprehensive historic preservation program, and shall identify and maintain the city's historic resources for the benefit of both present and future residents. It shall be the responsibility of the HPB to:

1. Provide or recommend incentives for historic preservation, and to recommend for or against rezonings, demolitions, developments, lot splits, lot consolidations, or conditional uses that could impact historic resources identified in the Florida Master Site File survey of the City of Winter Park.

The precedent has been to apply this Code requirement to projects within a historic district but not outside the Districts. Staff did not bring this application to the Historic Preservation Board for review since it was outside the District and has not received direction from the City Commission to do so in the past.

Other Considerations:

This project is intended to be developed as fee simple townhouses pursuant to a replat (not as a condominium). To the extent that any "subdivision approval" is required, then this process provides that approval. This fee simple/replat marketing approach is what was approved by the City for the 400 Swoope townhouse project, the Morse/Virginia Townhouse project and the one at 125 S. Interlachen Avenue.

The scale of this project and the materials presented allows the City to combine the Preliminary and Final Conditional Use approvals. However, the Code requires two public hearings for approval by the City Commission for three story buildings within the Central Business District.

Comprehensive Plan and Zoning Code Compliance:

There are a number of policies in the Comprehensive Plan that address the design aspects of this application. Those policies and other relevant C-2 Zoning Code sections that are included as an appendix to this staff report.

Planning and Zoning Board Recommendation:

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve both the Preliminary and Final Conditional Use approvals for the modification of this project with the following conditions:

- 1. The third floor facing the Treat Way alley must be setback an additional one-foot from the lower floors in a reduced but similar fashion to the other street elevations.**
- 2. The electric transformer/switch gear and backflow preventers shall be located adjacent to the building and shall be effectively screened from view.**
- 3. Changes to the Knowles Avenue streetscape and parking arrangement are approved, as presented by the applicant.**
- 4. As the Applicant is not the owner of the Property, but rather is the purchaser under a contract for sale and purchase to buy the Property, unless specifically consented to by Owner in writing, no approval issued pursuant to the Application or any condition imposed in connection therewith, shall be binding upon the Property or the current Owner of the Property unless and until Applicant, or its successor or assign, acquires title to the Property. If Applicant or its successor or assign does not acquire title to the Property within one hundred fifty (150) days following the approval by the City Commission of such Conditional Use Permit and the expiration of any appeal period applicable thereto, the Conditional Use Permit shall be null and void and the existing Conditional Use, which was extended by the City Commission on October 24, 2011 until October 24, 2021 shall be in full force and effect; provided, however, that Owner shall have the right to waive the foregoing and accept the new Conditional Use Permit which shall not be null and void in such event."**

Motion carried unanimously with a 7-0 vote.

Comprehensive Plan policy and C-2 District excerpts:

Policy 1-3.2.2: Maintain the Character and Scale of the Central Business District: The City shall maintain the character and scale of the Central Business District (CBD), including the Park Avenue Corridor as one of the premier downtown retail shopping districts in Florida, by reinforcing attributes that underlie its ambiance and special character, including its pedestrian scale, the relationship of its buildings and their orientation to the street, the eclectic mix of architectural styles, the open space vistas of Central Park, and the predominance of small distinctive specialty shops. This Comprehensive Plan imposes a two story height limit throughout the Central Business District as depicted on the Winter Park Central Business District Boundary Map located in the Definitions section of this Comprehensive Plan. These height restrictions may be increased to a maximum 3 story height limit if the development is approved by the City Commission as a Conditional Use and conforms to the Maximum Height Map. Third floors approved by conditional use in the CBD must be setback on street frontages equal to their height of a one foot setback for each one foot height of the third floor. Properties designated low density residential, and other properties identified as limited to two stories on the Maximum Height Map are not candidates for the 3 story height Conditional Use. The maximum floor area ratio within the CBD shall include private parking garages which are either at grade or elevated in calculations of floor area. Subterranean parking garages and public parking garages may be excluded from floor area calculations by the City Commission.

Policy 1-3.8.9: Preserve the Pedestrian Scale and Orientation of the CBD and Restrict Building Height. The City shall preserve the pedestrian scale and orientation of the Winter Park Central Business District Boundary Map, as defined in the Definitions section of this Comprehensive Plan, by limiting development for any property to two stories in height or three stories (including any mezzanine levels) on a case by case basis via conditional use approval by the City Commission for any third floor. The pedestrian orientation is also protected by prohibiting new drive-in businesses within the C-2 zoning locations east of Virginia Avenue. Approvals or other variances for more than three stories are prohibited. Third floors approved by conditional use must be setback on street frontages equal to their height on a one foot setback for each one foot height of the third floor. Properties designated low density residential and properties limited to two stories on the Maximum Height Map are not candidates for the 3 story conditional use.

Sec. 58-75. Commercial (C-2) District.

(b) *Permitted uses.*

(4) Residences located on any floor outside of the Park Avenue Corridor or above the ground floor within the Park Avenue Corridor.

(c) *Conditional uses.* The following uses may be permitted as conditional uses following review by the planning and zoning board and approval by the city commission in accordance with the provisions of this C-2 district section only.

(3) Buildings with a third floor provided that such conditional use approvals require two public hearing approvals by the city commission;

(6) Buildings over 10,000 square feet, any addition over 500 square feet to an existing building over 10,000 square feet or additions over 500 square feet to existing buildings that result in a building over 10,000 square feet in size.

(e) *Development standards.*

(1) On all streets, buildings and structures shall be built to a zero foot building setback from the property line or such front setback as is established by the average front setback of the existing buildings on that block of street frontage, whichever is greater. However, canopies may extend over the sidewalks provided a clearance of nine feet zero inches is maintained from the sidewalk to the bottom portion of the canopy.

(2) Building heights shall not exceed the height limits imposed by the Maximum Height Map.-For those properties within the geographic areas shown with a two story maximum, the maximum building height shall be thirty (30) feet; for those properties shown with a three story maximum height, the maximum building height may be up to forty (40) feet if approved via conditional use. Variances for more than three stories in the Central Business District are prohibited. Parapet walls, mansard, gable or hip roof appendages or similar architectural elements or appendages on a one or two story building may be added to the building height but in no case shall extend more than five (5) feet above the building roof height limitations established in the section. Mechanical equipment, elevator towers and related non-occupied structures may be added to the building roof height but in no case shall exceed more than ten (10) feet above these building roof height limitations and shall be located to the maximum extent possible so that they are not visible from the street.

(3) Buildings shall be setback no less than ten (10) feet from the rear lot line.

(4) No side yard setbacks shall be required on interior side property lines.

(5) The maximum floor area ratio for any building shall be two hundred (200%) percent. The floor area ratio shall include the floor area of any attached or detached above grade private parking garage.

(8) Terracing and articulation requiring additional setbacks are required to create relief to the overall massing of the building facades. Such design features of building façade articulation are required at least every sixty (60) feet on average along the primary building façades facing the streets, or along the building frontage where the building fronts the primary parking lot area. For any building over two stories in height and over 200 feet in length, there shall be a thirty-five (35) foot break on at least the first floor, the design of which shall be a component of the architectural review process required for conditional use. For any building over two stories or thirty (30) feet in height, a significant portion of the top floor shall be terraced and stepped back from the exterior face of the next lower floor. Parking structures are exempt from this terracing requirement.

REQUEST OF TOWER ACQUISITION PARTNERS, LLC TO: AMEND THE CONDITIONAL USE APPROVAL PREVIOUSLY GRANTED TO THE PROPERTY AT 170 S. KNOWLES AVENUE/170 EAST MORSE BOULEVARD IN 2007, TO ALLOW FOR MODIFICATIONS TO THE MULTI-FAMILY PROJECT, TO NOW BE COMPOSED OF THREE UNITS, THREE STORIES AND 19,935 SQUARE FEET OF RESIDENTIAL LIVING AREA AND GARAGE, ON THIS PROPERTY ZONED C-2.

Planning Manager Jeffrey Briggs presented the staff report and explained that this was a Conditional Use request by the prospective purchasers of the property at 170 S. Knowles Avenue/170 E. Morse Blvd. seeking to amend the previously approved conditional use plans to allow for modifications to the multi-family project originally approved in 2007. It was originally four units but is now three units, each three stories in height and now 19,935 square feet of total building area. The property is zoned C-2.

Mr. Briggs explained that the project parameters retain much of the original site plan layout from the original approval in 2007. The project fronts on Morse Blvd. and Knowles Avenue and has a rear entry motor court from the Treat Way alley into two car garages for each of the three units. The total building area increases from 18,290 square feet to 19,935 square feet. This is an increase in floor area ratio from the 177% permitted in 2007 to the current request at 192.61%. The Code maximum FAR for C-2 zoning is 200%. Mr. Briggs further described the setbacks, building articulation and height.

Mr. Briggs described the issue on the Treat Way alley side however, which is also street frontage, that the plans depict a 3 foot-4 inch setback for all three floors and no additional setback for the third floor as required by the C-2 zoning. This request is asking in effect to “grandfathered-in” the vertical 3 foot-4 inch setback for all three floors that was approved for the previous project in 2007. Treat Way is a public street with frontage and visibility all along Knowles Avenue and there is a valid reason to break up the vertical wall as is being done for the Knowles and Morse frontages. Thus, the staff did not support an exception from the Code for the third floor on this Treat Way frontage but would support just an additional 3 foot setback.

Mr. Briggs also discussed the applicant’s streetscape proposal for this section of Knowles Avenue. Currently (as depicted in the plans) along Knowles Avenue are 12 on-street parking spaces at 90 degrees from the travel lanes. An existing 4½ foot sidewalk exists between the curb and the property line. The applicants would like to convert this Knowles Avenue street frontage to a parallel parking orientation of 6 on-street spaces. That increases the sidewalk width to 12½ feet for better pedestrian circulation and oak trees within this area. This proposal benefits the project by enhancing the visual street appeal of this street section and increasing pedestrian access. The negative part is that the City loses 6 public parking spaces and the ability to add 2 more spaces when the existing driveway is closed. Public Works has been conducting parking surveys on the use and availability of parking spaces in the six city parking lots downtown for the past 15 months. The Knowles Avenue parking spaces have consistently been the most heavily utilized parking in the downtown. As a result, the recommendation from Public Works is not in favor of this streetscape proposal as it results in the loss of 6-8 public parking spaces.

Staff recommended approval of both the Preliminary and Final Conditional Use approvals for the modification of this project with conditions.

Rebecca Wilson, Lowndes, Drosdick, Kantor and Reed, representing the applicant presented a power point detailing the history of the project, the conformance to the C-2 zoning regulations and the applicant’s position with regard to the two issues of the setback from Treat Way and the Streetscape proposal. Ms. Wilson provided detail on the Treat Way situation with comparisons to other properties and the necessity for the setback and that the applicant was proposing an additional one foot setback for the third floor from the proposed 3 foot 4 inch setback of the first two floors.

Ms. Wilson also discussed the rationale for the streetscape improvements by showing pictures of the current conditions, previous plans presented 2007 and why the parking will be improved. The applicant's position is that the conversion of this property from a retail/office building to a residential building is going to reduce the demand from customers/clients parking on Knowles to visit businesses within this building. The applicant's position is that this change in use will benefit the parking situation and more than offset the loss of the 6 parking spaces.

David Odahowski, 199 E. Welbourne Avenue (Bush Foundation) representing the adjacent property expressed that public parking in this area was critical. He explained that people are continually parking within their private lot and he could not support any plan that removed public parking.

Dykes Everett, 341 E. Webster Avenue expressed support for the project as an improvement and asset for the downtown.

No one else appeared to speak and the public hearing was closed.

The Planning Board members discussed the application and the consensus was that the proposal for the Treat Way façade accomplished the objective of the Code in providing articulation and that on this less visible side of the building, the façade was appropriate with a one foot additional setback for the third floor as presented by the applicant. The Planning Board members had significant discussion regarding the streetscape proposal. The competing interests were how important every public parking space is within the downtown versus the public benefit to continue the streetscape of Morse Blvd. around the corner to greatly enhance pedestrian circulation and safety.

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve both the Preliminary and Final Conditional Use approvals for the modification of this project with the following conditions as suggested by staff and as modified:

- 1. The third floor facing the Treat Way alley must be setback an additional one-foot from the lower floors in a reduced but similar fashion to the other street elevations.**
- 2. The electric transformer/switch gear and backflow preventers shall be located adjacent to the building and shall be effectively screened from view.**
- 3. Changes to the Knowles Avenue streetscape and parking arrangement are approved, as presented by the applicant.**
- 4. As the Applicant is not the owner of the Property, but rather is the purchaser under a contract for sale and purchase to buy the Property, unless specifically consented to by Owner in writing, no approval issued pursuant to the Application or any condition imposed in connection therewith, shall be binding upon the Property or the current Owner of the Property unless and until Applicant, or its successor or assign, acquires title to the Property. If Applicant or its successor or assign does not acquire title to the Property within one hundred fifty (150) days following the approval by the City Commission of such Conditional Use Permit and the expiration of any appeal period applicable thereto, the Conditional Use Permit shall be null and void and the existing Conditional Use, which was extended by the City Commission on October 24, 2011 until October 24, 2021 shall be in full force and effect; provided, however, that Owner shall have the right to waive the foregoing and accept the new Conditional Use Permit which shall not be null and void in such event."**

Motion carried unanimously with a 7-0 vote.



① Proposed Perspective Elevation at Knowles and Morse Intersection
SCALE: NOT TO SCALE

JONES
ARCHITECTURE

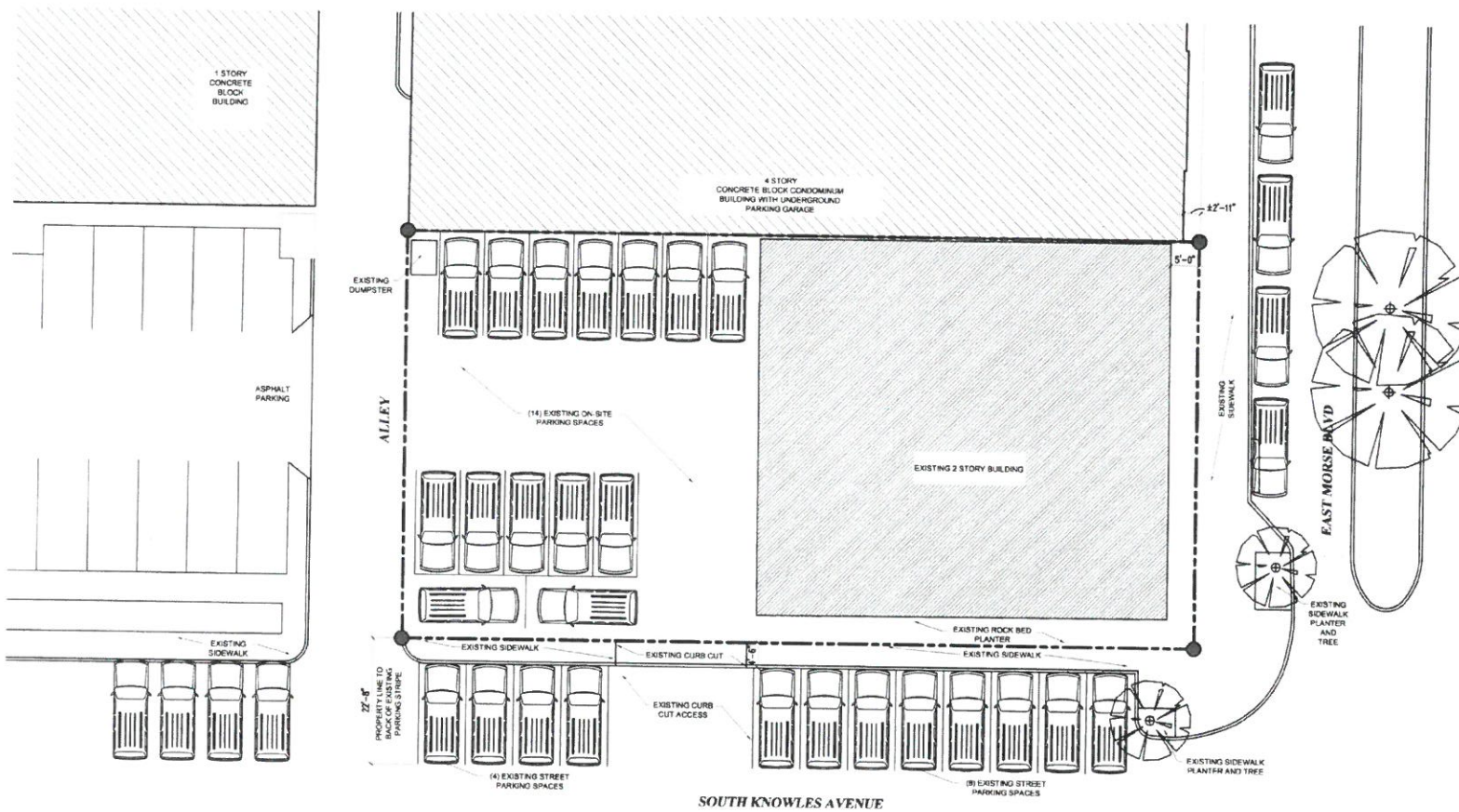
KNOWLES TOWNHOMES



① Proposed Perspective Elevation at Knowles and Alley Intersection
SCALE: NOT TO SCALE

JONES
ARCHITECTURE

KNOWLES TOWNHOMES



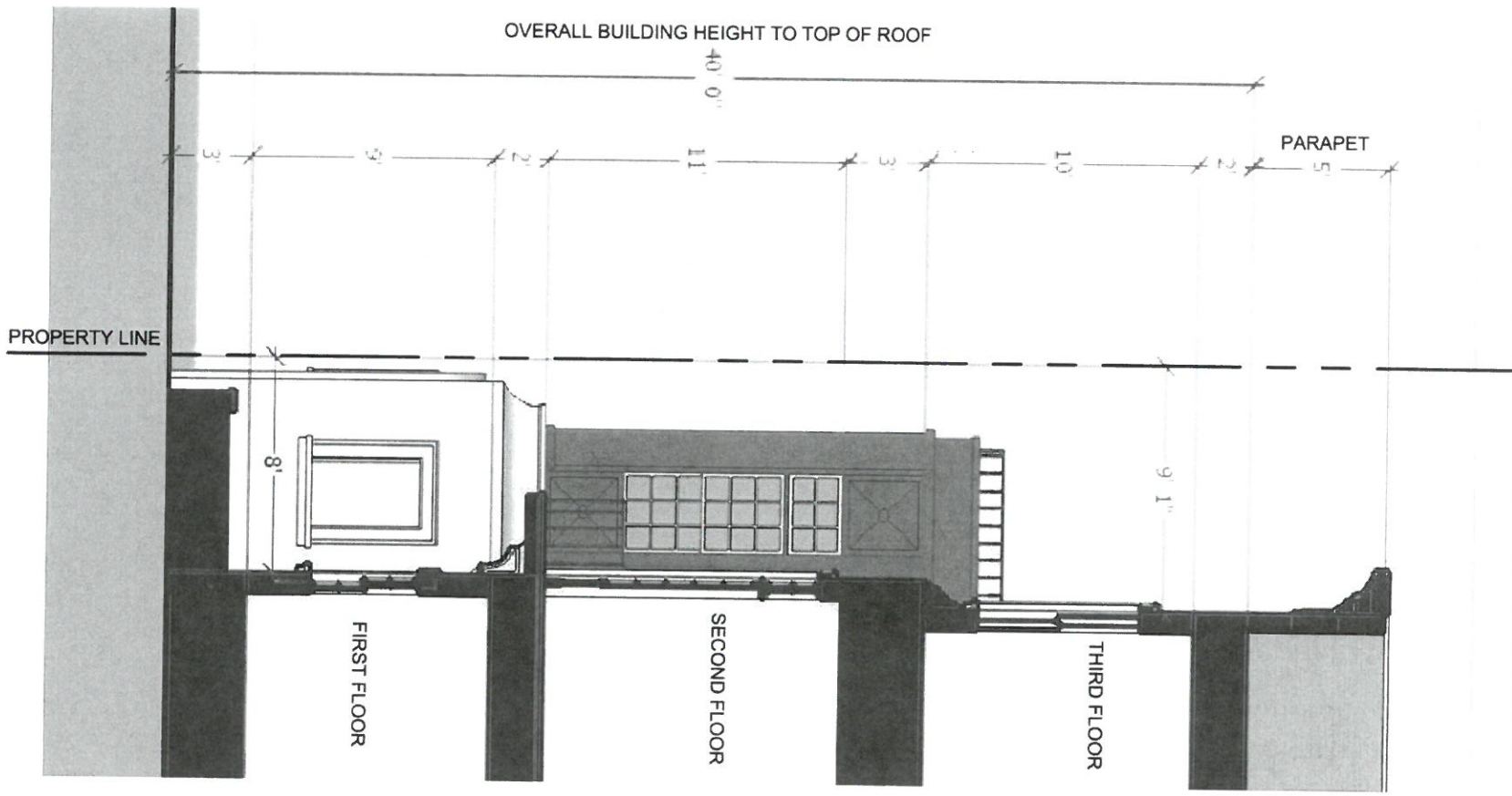
1 Existing Site Plan
 SCALE: 1" = 30' WHEN PLOTTED AT 11 x 17"

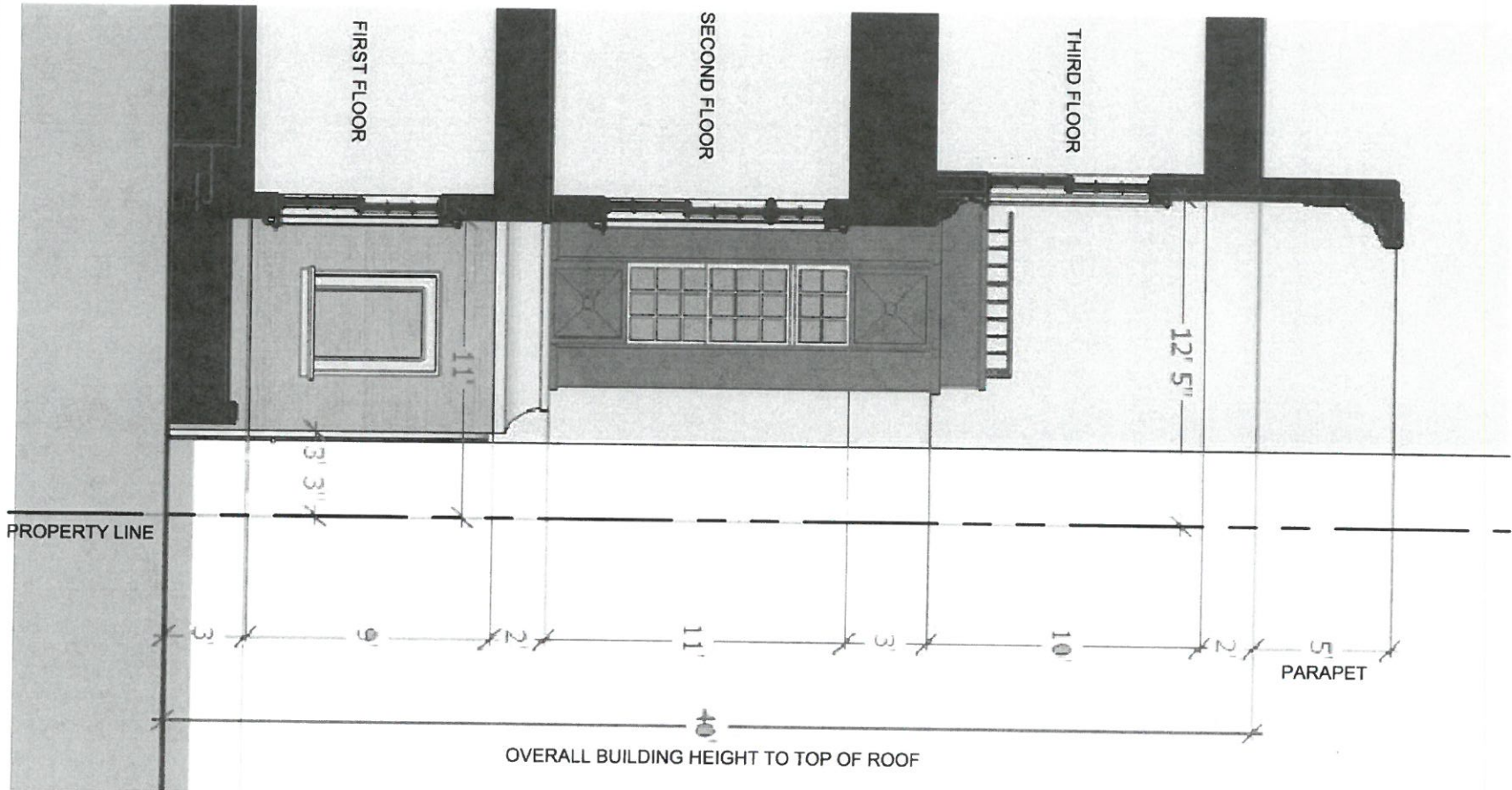






1 Proposed Wall Section along South Knowles
Scale: 1/8" = 1' - 0" (NOTED AT 1/8" = 1')





2 Proposed Wall Section along East Morse
Scale 1/8" = 1' - 0" (NOT MATCHING AT 1/4" = 1')



Public Hearing

NOTICE OF REQUEST TO MODIFY A CONDITIONAL USE APPROVAL AT 170 S. KNOWLES AVE.

NOTICE IS HEREBY GIVEN BY THE CITY OF WINTER PARK, FLORIDA, that public hearings will be held by the City of Winter Park **Planning & Zoning Board** on **Tuesday, March 3, 2015, at 6 p.m.** and by the **City Commission** on **Monday, March 23, 2015, at 3:30 p.m.** in the Commission Chambers of City Hall at 401 S. Park Ave., Winter Park, Florida, 32789, to consider the request to modify and amend the previous conditional use approval granted for 170 S. Knowles Ave. for revised plans for a three-story, three-unit, 19,935-square-foot residential building at 170 S. Knowles Ave., zoned C-2.

Copies of the proposed development plans are available now for inspection in the Planning & Community Development Department in City Hall, Monday through Friday, from 8 a.m. to 5 p.m., and beginning Tuesday, February 24, 2015, on the city's website at cityofwinterpark.org under Board & Public Meetings.



All interested parties are invited to attend and be heard with respect to the adoption of the proposed amendments. Additional information is available in the Planning Department so that citizens may acquaint themselves with each issue and receive answers to any questions they may have prior to the hearing.

Pursuant to the provisions of the Americans with Disabilities Act: any person requiring special accommodation to participate in this meeting, because of disability or physical impairment, should contact the Planning & Community Development Department at 407-599-3453, at least 48 hours in advance of this hearing.

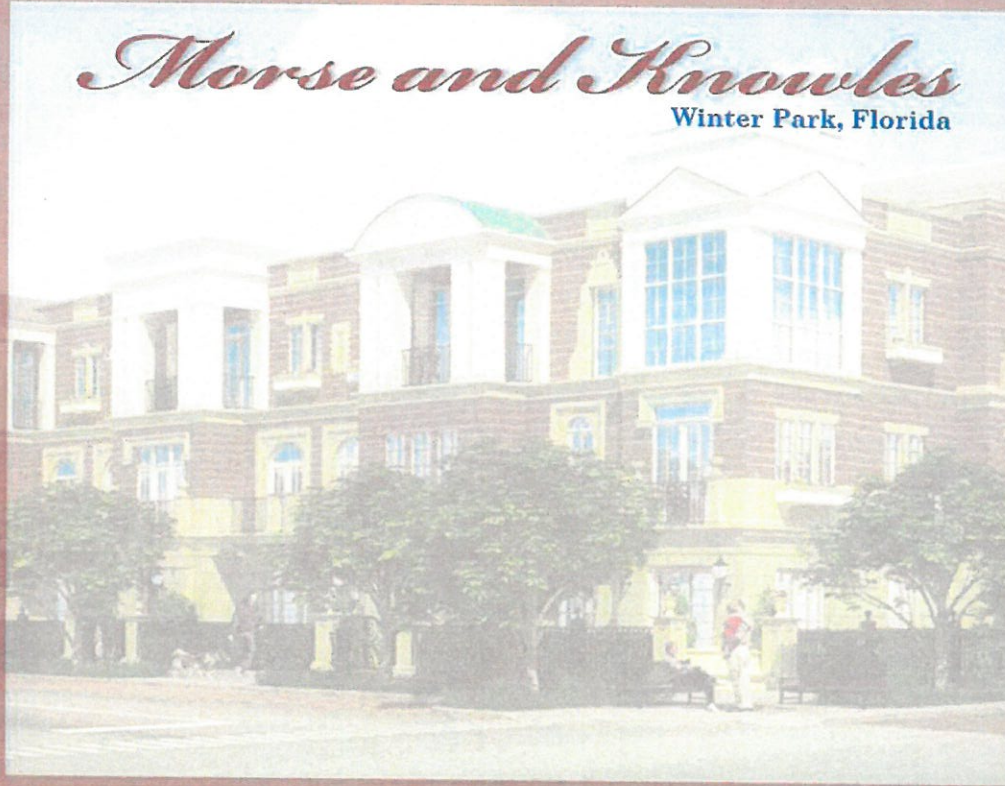
Pursuant to §286.0105 of the Florida Statutes: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and they need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

Original Plans Approved in October, 2007

The Residences at

Morse and Knowles

Winter Park, Florida



Furst Realities, Inc.

ANIMATION

The Residences at Morse and Knowles

Winter Park, Florida

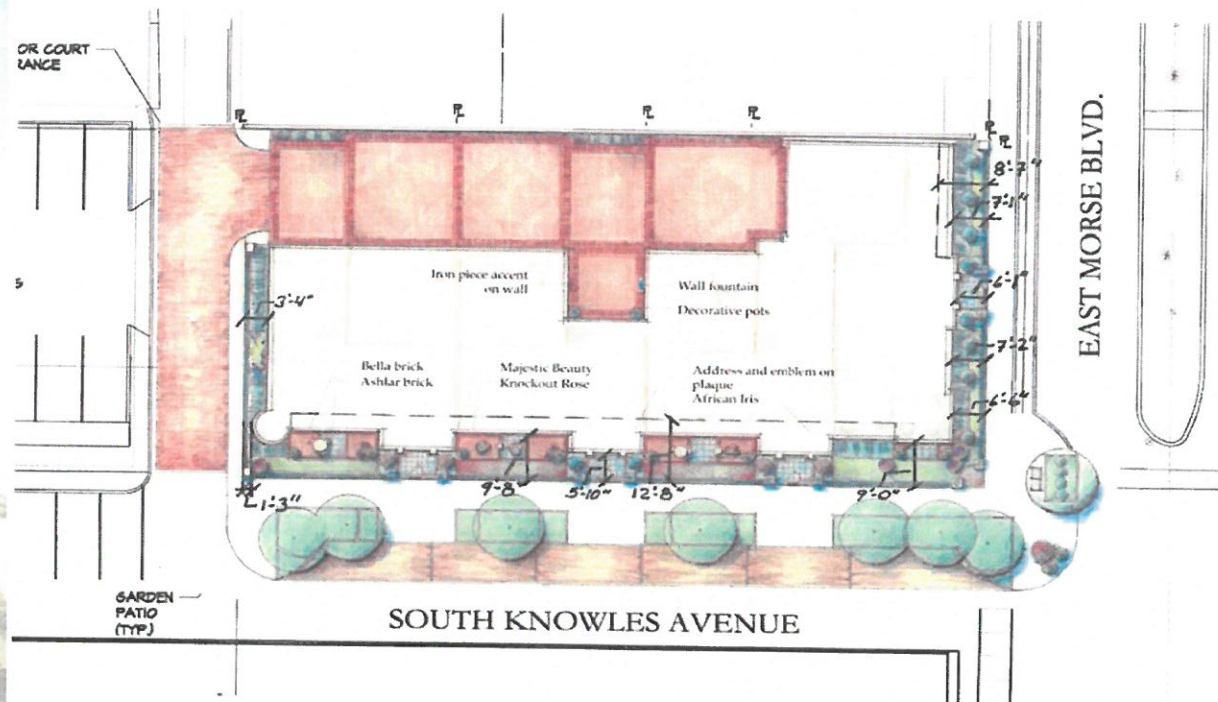


Furst Realities, Inc.

SITE DESIGN

The Residences at Morse and Knowles

Winter Park, Florida



EXISTING BUILDING

The Residences at Morse and Knowles
Winter Park, Florida



The Residences at Morse and Knowles

Winter Park, Florida

• ZONING

BUILDING CRITERIA

W.P. LDC

PROJECT AS PROPOSED

• BUILDING HEIGHT

1. ROOF HEIGHT

3 STORIES 40'

3 STORIES 37'

2. PARAPETS, MANSARD AND GABLE ROOF APPENDAGES

AN ADDITIONAL 10' FOR
3 AND 4 STORY BUILDINGS

2'-7" to 6'-6"

• BUILDING SETBACK

1. FRONT

0' OR AVERAGE OF BLOCK

Morse – 5'-1" to 7'-2"
Knowles – 5'-10 to 9'-8"

2. SIDE

0'

0'

3. REAR

10'

N.A. - no rear yard

• F.A.R.

FLOOR AREA RATIO

W.P. COMP. PLAN

FAR 2.0

PROJECT

FAR 1.77 with garages
FAR 1.62 without garages

Winter Park Land Development Code § 58-74 (e)

- **ZONING (CONTINUED)**
PARKING

W.P. LDC

COMMERCIAL 1/250 SQ.FT.

RESIDENTIAL 2.5/UNIT

EXISTING

**7,500 SQ. FT.
30 SPACES REQUIRED
14 SPACES PROVIDED
16 SPACES ON STREET**

PROJECT

**4 RESIDENTIAL UNITS
10 SPACES REQUIRED
8 SPACES PROVIDED
2 SPACES ON STREET**

**THERE IS LESS IMPACT TO PUBLIC ON-STREET PARKING BY 14 SPACES
(16-2)**

Winter Park Land Development Code § 58-84 (3)

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

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

- b. Request for 10 year Conditional Use approve extension for Mr. Felix Furst for the project at 170 S. Knowles Avenue.

Planning Director Jeff Briggs explained the request for the four unit townhouse project located at 170 S. Knowles Avenue and that this was back on the agenda because of a requirement of advertising. This would add another five years and would be effective until October 24, 2021.

Motion made by Commissioner Sprinkel to approve the extension of the conditional use request, seconded by Commissioner Leary. Upon a roll call vote, Mayor Bradley and Commissioners Leary and Sprinkel voted yes. Commissioners Cooper and McMacken voted no. The motion carried with a 3-2 vote.

- c. Request of Winter Park Investors LLC on behalf of WAWA, Inc.: Conditional use approval to construct a convenience store and drive-in gas/fuel sales at 901 and 911 North Orlando Avenue

Each Commissioner disclosed their ex-parte conversations with the applicant. Planning Director Jeff Briggs summarized the site and the conditional use request. He noted that he is comfortable with the architecture of the proposed canopy and the landscaping and indicated that it is an upgrade from the minimum requirement listed in the code.

Applicant Brian Pomykacz, Real Estate Manager for WAWA, provided a presentation and video regarding the history of their company and how the company will integrate into the surrounding community.

Ryan Stahl, Equinox Development Group provided the site plan, showed renderings of the proposed building and explained how the building will look both inside and outside.

Motion made by Commissioner McMacken to approve the conditional use request, seconded by Commissioner Sprinkel.

Bill Shallcross, 1450 Bonnie Burn Circle, indicated that this is not a project that he would prefer to see in the City and encouraged the Commission to carefully consider approving the project.

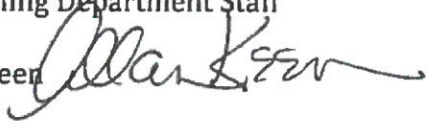
Bee Epley, 151 N. Orlando Avenue, spoke in favor of the project.

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.

Allan E. and Linda S. Keen

140 East Morse Boulevard
Residence K
Winter Park, FL 32789
407.645.4400

To: Honorable Mayor and Winter Park City Commissioners
Members of the Planning & Zoning Commission
Winter Park Planning Department Staff

From: Allan and Linda Keen 

Date: May 26, 2015

Subject: Request to Modify a CUP for 170 East Morse/170 South Knowles

CC: Reid Berman and Residents of *The Landmark Winter Park*

On behalf of Linda and I, we wish to register and offer our strong support for the upcoming request of Mr. Berman, related to the property immediately adjacent to our residence at *The Landmark*.

As most of you know, I was the developer of *The Landmark*, and have continued to not only own our 2-story residence in the building, but have over time, owned a number of the residences for-sale; currently there are two (2) residences we still own that are for-sale, in addition to our personal residence, with a combined value of just under \$6,000,000.

We take **extreme** pride in the quality and architectural elevation and style of *The Landmark*, and this property is now the home to eleven (11) families, including Linda and I. The combined value of those eleven (11) residences approaches \$17,000,000 . . . and with the added value of the two (2) remaining residences for-sale, *The Landmark* represents a substantial real estate investment in Winter Park, of over \$20,000,000 just steps from Park Avenue.

With the love, sweat and substantial cash investment that we have made to this property, we are of course very interested in what any neighboring property will be developed into, and look like. I have known Mr. Berman, and his family, for over 25 years, and have seen the type and quality of their investments throughout Central Florida. They were an early developer in downtown Winter Park, with the high-quality three (3) story residential condominium located on Park Avenue across from St. Margaret Catholic Church. Also, I recently met with Mr. Berman, and carefully reviewed their plans for the adjacent property, as well as the proposed request before the P&Z and City Commission.

I have no reservations in offering Linda and my complete and unqualified support for the proposed project, including the requested variances presented in your staff report. As to the parking variance request, the current office building is significantly "under-parked", with the excess parking needs being served by the adjacent City parking areas, and with only three (3) residential units (with self-contained parking for those residences), the minor reduction in angular parking, adjacent to their Knowles Avenue frontage, is *de minimis*, and in fact will yield more public parking availability when the office building is removed from service.

There are no properties or individuals within the City of Winter Park that will be impacted more by this proposed project, however after reviewing their plans and request, we continue to offer our support, and respectfully ask that you look favorably upon this request, including the variances. This will be a fine addition to our growing downtown Winter Park residential base.

If anyone has any questions on any of the above, please do not hesitate to reach out to either Linda or me.

Thank you for your time in considering this application.

Take care.



city commission public hearing

item type	Public Hearing	meeting date	June 22, 2015
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

Subject: Conditional Use for 1800 Lee Road.

This public hearing involves the request of Icon Residential for the redevelopment of the properties collectively referred to as the 1800 Lee Road property that have separate property addresses of 1746/1800/1802/1806/1810/1814/1818/1824/1828/1832 Lee Road. All of the properties have a Low Density Residential future land use designation in the Comprehensive Plan and are zoned Low Density Residential (R-2). The request is for Conditional Use approval under the R-2 provision for Cluster Housing to redevelop the properties with 30, two-story townhouses.

Summary:

Development Request: The proposed development consists of approximately 82,000 square feet of total residential buildings which yield townhouse units of an average size of 2,733 square feet inclusive of a two car garage for each unit. For purposes of comparison, the following table outlines the R-2 zoning requirements and the proposed dimensions of this project.

	R-2 Require-ments	Project Proposal
Property Size		3.45 acres
Floor Area Ratio	Max. 55%	53.3%
Lot Coverage	Max. 35%	27.2%
Max. Impervious Coverage	Min. 65%	62.5%
Lee Road setback	30 feet	35 feet
Lakeside setback	50 feet	50 feet minimum
Western Side setback	10 feet	20 feet
Northern Side setback	30 feet	38-84 feet
Parking Required	75 spaces	72 spaces
Bldg. Height	35 feet	30-32 feet

There are currently eight one-story duplexes on this property (16 units) which will be demolished to make way for this redevelopment. The 30 new townhouse units are to be spread amongst nine separate buildings holding 2-4 units each. Four units in a building is the maximum permitted under the R-2 cluster housing regulations. Parking spaces shown for this project are 72 spaces. Each townhouse has a two-car garage. Under the requirements of the Code, this project would need 15 visitor parking spaces. To save trees located in the center development near the guest parking, the developer is asking for an exception of two parking spaces. The City Commission has the authority to grant this exception under the conditional use process.

Storm water retention will be accomplished through a combination of underground exfiltration and some retention swales within the lakefront portions of the site. Due to the shallow location of groundwater, given the lakeside location, the site has to be built up with fill so that there can be clearance between the underground exfiltration and the groundwater so that the system can function as designed.

The addition of this fill then necessitates the clear cut removal of all of the existing trees on the property except those bordering the lake edge. The landscape plan indicates the removal and compensation to be provided. Per the applicant's tree survey, there will be 33 existing oak trees to be removed of a total size of 850 caliper inches. The replacement is 46 trees, each of 3 inches in diameter for a replacement 138 caliper inches.

These units will be sold fee simple with a Homeowners Association for maintenance of the common elements. There will be a re-plat of this property for the "lots" and common area tracts to be maintained by the HOA as well as indicating the easement areas needed for utilities.

The common area amenities will include some boat slip and gazebo/dock area for the use and enjoyment of the residents. The primary concern of the Lake Killarney Advisory Board is that the City control the number of structures and the number of boat/jet skis that add to the impact on lake usage. The applicant is asking for the ability for their residents to have 10 boat or Jet Ski slips and one common dock/gazebo for the residents. That number seems reasonable to staff but the actual design and location of these facilities is one item that needs further refinement. As such there will be a condition of approval requiring a subsequent review and approval by P&Z, as to the actual design and location.

The project also proposes to redevelop the privacy wall that exists along the Lee Road frontage. The existing wall is not in good condition structurally in some sections due to tree root/growth impacts since 1964. The applicant is proposing to move the wall closer to Lee Road, at a 10 foot setback and is requesting a variance for 7 feet of wall height in lieu of the typical code maximum of 6 feet. The subdivision code requirement would also apply such that the walls may not be completely linear but must contain jogs which will vary the distance from the sidewalk between 2-3 feet. Staff understands the need for a little more height and sound buffering given the location adjacent to Lee Road. As there is not a firm design at this time, there will be a condition of approval requiring a subsequent review and approval by P&Z, as to the actual design and configuration of the wall.

Preliminary and Final CU: This application package is intended to provide the detail needed both for the "preliminary" and "final" conditional use approvals and as such includes the final site plan, civil engineering plans, architectural perspective images of the building facades,

landscape plan, complete storm water retention design and a traffic impact information. With the exception of the design and location of the docks and a final design of the wall, the information in the attached submittal package is applicable.

Since the initial P&Z meeting there has been a site plan modification primarily to protect the tree canopy along the western property line that moved the building about 30 feet from that property line (in lieu of the 15 feet originally shown. This has not only been beneficial to that tree canopy but has also allowed the applicant to preserve some of the existing sand oaks within a tree well in the open space where the visitor parking is located. That revised plan has been shown to P&Z at their June 2nd meeting. **Staff met with the developer and their representatives on Monday, June 15th to discuss revisions to the tree survey and landscape plan. On Tuesday, June 16th, staff received a revised landscape plan. This revised landscape plan is included in the backup materials and a revised set of plans is expected to be submitted showing all these modifications by Thursday, June 18, 2015. Upon receipt of the revised plans, staff will include them in the agenda material and send a copy to the Commission for review.**

History of the Property: The current duplexes on these properties were built in 1964. In 2007 the P&Z Board and City Commission approved a redevelopment plan via this same Conditional Use process for a project of 27 two-story townhouses and based on that approval the property was sold to the current ownership group. However, shortly thereafter, the economy experienced the downturn and that project was not pursued. The current applicant has a contract to purchase these properties from that ownership group, contingent upon received these development approvals.

Context with Adjacent Properties: This property location sits in between two office properties with the Lee World Center, a three story building of 62,000 square feet on the west and the one-story Bank of 6,500 square feet on the east. As such there are no neighborhood impacts from this project.

Traffic/Mobility Impacts: The 30 townhouses will have a daily traffic generation of 285 trips per day. The existing 16 units generate 152 trips per day so the net increase is 133 trips per day. On Lee Road with an existing 35,500 cars a day, this increase is de minimus.

Staff Analysis of the Applicant's Requests:

Various city departments have reviewed this application including representatives from Planning & Community Development, Public Works, Electric Utility, Water and Wastewater Utilities, Fire, Urban Forestry, Parks & Recreation and City Administration. Their comments were as follows:

Fire Dept.: Applicant is aware of the fire hydrant and fire flow needs for the project.

Traffic Engineering/Police Dept.: The median on Lee Road allows left turns from the site. The added traffic impact is minimal.

Water/Sewer/Storm Water Utility: The applicant is aware of the requirements for the private lift station for sanitary sewer and the fire flow need for additional hydrants. The HOA will maintain the lift station and underground exfiltration system per Agreement with the City.

P&Z Summary and Conclusion:

The Planning and Zoning Board recognized that in 2007 the City approved a redevelopment plan for this property with a similar concept (two-story townhouses) and density (27 units). This location is on a four lane arterial State Highway (Lee Road) with 35,500 cars/day and sits in between two office buildings. The one negative impact is that the storm water exfiltration design is causing the loss of many significant oak trees but overall, the applicant has provided a plan that meets the requirements of the Comprehensive Plan and Land Development Code. The only items to define further are the boat docks/gazebo and exterior wall design. Thus the P&Z Board recommended approval subject to the special conditions suggested by staff.

Please note that the revised site plan showing the approximately 30 foot setback to the western property line and the preservation of existing oaks adjacent to the visitor parking is to be the "approved" site plan. The applicant has committed to preserve the oak tree limb canopy that hangs over the property along the western property line and to construct a tree well to save some of the interior oak trees.

Planning and Zoning Board Recommendation:

Motion made by Mr. Weldon, seconded by Mr. Gottfried to grant conditional use approval to redevelop the 3.45 acres of properties collectively referred to as 1800 Lee Road, including the tax parcels of 1746/1800/1802/1806/1810/1814/1818/1824/1828/1832 Lee Road for a 30 unit townhouse development (cluster housing), on these properties zoned R-2 subject to the following conditions requested by staff:

- 1. The Icon Residential project entitlements comprise 30 residential two-story townhouses of approximately 82,000 total square feet which may be sold as fee simple units subject to the City's review and approval of the re-plat, covenants/restrictions and HOA documents by staff and city attorney.**
- 2. The final number, location and design of the docks and gazebos shall be reviewed and approved by the Planning & Zoning Board but may not exceed accommodations for more than 10 boats/jet skis and the re-plat covenants/restrictions and HOA documents shall reflect this restriction.**
- 3. The final design of the privacy wall along Lee Road shall be reviewed and approved by the Planning & Zoning Board.**

The motion carried unanimously by a 7-0 vote.

P&Z Minutes: May 5, 2015:

REQUEST OF ICON RESIDENTIAL FOR: CONDITIONAL USE APPROVAL TO REDEVELOP THE 3.45 ACRES OF PROPERTIES COLLECTIVELY REFERRED TO AS 1800 LEE ROAD, INCLUDING THE TAX PARCELS OF 1746/1800/1802/1806/1810/1814/1818/1824/1828/1832 LEE ROAD FOR A 30 UNIT TOWNHOUSE DEVELOPMENT (CLUSTER HOUSING), ON THESE PROPERTIES ZONED R-2.

Planning Manager Jeffrey Briggs presented the staff report and explained that this public hearing involves the request of Icon Residential for the redevelopment of the properties collectively referred to as the 1800 Lee Road property that are all in the same ownership but which have separate property addresses of 1746/1800/1802/1806/1810/1814/1818/1824/1828/1832 Lee Road. All of the properties have a Low Density Residential future land use designation in the Comprehensive Plan and are zoned Low Density Residential (R-2). The request is to for Conditional Use approval under the R-2 provision for Cluster Housing to redevelop the properties with 30, two-story townhouses. There are currently eight one-story duplexes on this property (16 units) which will be demolished to make way for this redevelopment. Project Site is 3.45 acres. Mr. Briggs discussed the R-2 zoning requirements and the proposed dimensions of this project, preliminary and final Conditional Use approvals, history of the Property, compatibility with adjacent properties, traffic/mobility impacts and detailed the current redevelopment proposed by the applicant. The proposed redevelopment consists of approximately 82,000 square feet of total residential buildings which yield townhouse units of an average size of 2,733 square feet inclusive of a two car garage for each unit. Mr. Briggs briefly touched on the concerns and comments received from other departments.

Mr. Briggs concluded by stating that the staff recognizes that in 2007 the City approved a redevelopment plan for this property with a similar concept (two-story townhouses) and density (27 units). This location is on a four lane arterial State Highway (Lee Road) with 35,500 cars/day and sits in between two office buildings. The one negative impact is that the storm water exfiltration design is causing the loss of many significant oak trees. Overall, the applicant has provided a plan that meets the requirements of the Comprehensive Plan and Land Development Code. The only items to define further are the boat docks/gazebo and exterior wall design. After significant review, staff has analyzed the Conditional Use and is recommending approval subject to the following special conditions:

1. The Icon Residential project entitlements comprise 30 residential two-story townhouses of approximately 82,000 total square feet which may be sold as fee simple units subject to the City's review and approval of the re-plat, covenants/restrictions and HOA documents by staff and city attorney.

2. The final number, location and design of the docks and gazebos shall be reviewed and approved by the Planning & Zoning Board but may not exceed accommodations for more than 10 boats/jet skis and the re-plat covenants/restrictions and HOA documents shall reflect this restriction.
3. The final design of the privacy wall along Lee Road shall be reviewed and approved by the Planning & Zoning Board.

Mr. Briggs responded to Board member questions and concerns.

Brian Kiraly, 2190 South Belcher Road, Largo, represented Icon Residential. He stated that the applicant agrees with the staff report and the conditions as presented by Mr. Briggs. He further discussed parking, architectural details, ingress/egress. He confirmed that the applicant will build a private lift station for this project. Mr. Kiraly and Mr. Ryan Studzinski of Icon Residential responded to Board member questions and concerns.

The following people addressed the Board concerning the request: Bob Maska, 1820 Lee Road; Paul Gaulding, 1121 Park Green Place; Bee Epley, 151 North Orlando Avenue; Linda Young, 1808 Lee Road; Karen Gray, 1832 Lee Road; Resident of 1814 Lee Road; Perry Pryor, 1830 Lee Road. The existing residents within the properties that spoke expressed concern about the impact on the existing cove, additional boat docks, the proposed height of the townhomes, traffic on Lee Road, the loss of trees, and the impact that the redevelopment would have on the existing wildlife. The residents that reside at the property currently expressed frustration over the upkeep of the property, their displacement and expressed frustration that no one from the ownership, management or prospective buyers would talk to them or provide them any information for them to plan for the future.

No one else wished to speak. Public Hearing closed.

The Planning Board members expressed sympathy to the residents that no one on the ownership or development side had made any effort to provide information regarding their future. However, the Chairman noted that a lease agreement provides rights and privileges to the tenants but also provides the opportunity for the owners to redevelop their property at the end of the lease periods. The role of the P&Z Board then is limited to review of those prospective plans if the ownership decides to redevelop.

The Board members noted that the redevelopment plans were in conformance with the R-2 code regulations and no variances were requested. Mr. Gottfried added that the St. Johns WMD reviews the storm water system and impacts upon wetlands and thereby impacts on wildlife. The Board agreed that the items to return for further review were important for the ecology of the lake and for the aesthetics of project.

Motion made by Mr. Weldon, seconded by Mr. Gottfried to grant conditional use approval to redevelop the 3.45 acres of properties collectively referred to as 1800 Lee Road, including the tax parcels of 1746/1800/1802/1806/1810/1814/1818/1824/1828/1832 Lee Road for a 30 unit townhouse development (cluster housing), on these properties zoned R-2 subject to the following conditions requested by staff:

4. **The Icon Residential project entitlements comprise 30 residential two-story townhouses of approximately 82,000 total square feet which may be sold as fee simple units subject to the City's review and approval of the re-plat, covenants/restrictions and HOA documents by staff and city attorney.**
5. **The final number, location and design of the docks and gazebos shall be reviewed and approved by the Planning & Zoning Board but may not exceed accommodations for more than 10 boats/jet skis and the re-plat covenants/restrictions and HOA documents shall reflect this restriction.**

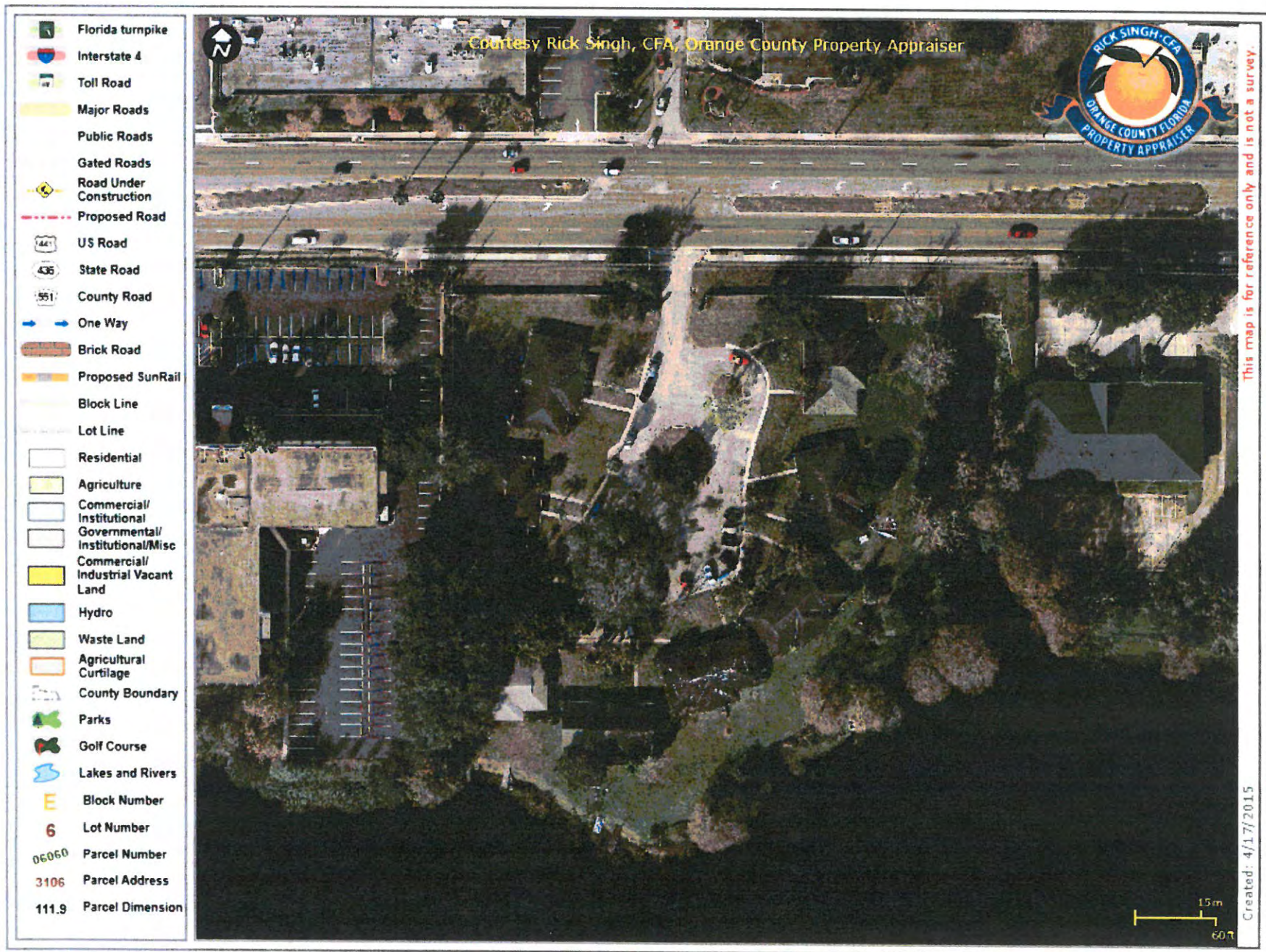
6. The final design of the privacy wall along Lee Road shall be reviewed and approved by the Planning & Zoning Board.

Motion carried unanimously by a 7-0 vote.



1 in. = 387.2 feet





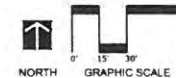
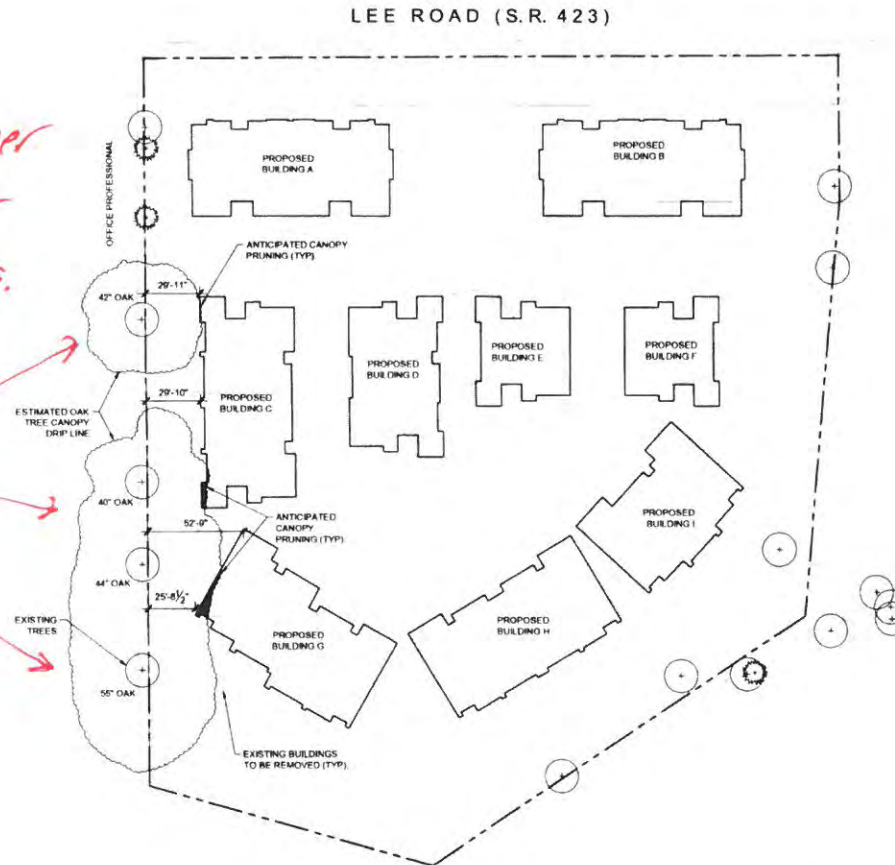
1800 Lee Road Aerial



1800 Lee Road - Frantage

Revised Site Plan - June 1, 2015

Per request of owner
of Lee World Center
site plan moves bldgs.
to 30 ft. setback to
save existing tree
limb canopy along the
common property line



Prepared By:

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**LEE ROAD
TOWNHOMES**

1800 LEE ROAD
WINTER PARK, FLORIDA

DRAFT
PROGRESS DRAWING

CONCEPTUAL LANDSCAPE PLAN
PRELIMINARY
CONDITIONAL USE SUBMITTAL

NOT FOR CONSTRUCTION
THESE PLANS HAVE NOT BEEN APPROVED
BY THE GOVERNING AGENCY
AND ARE SUBJECT TO CHANGE.

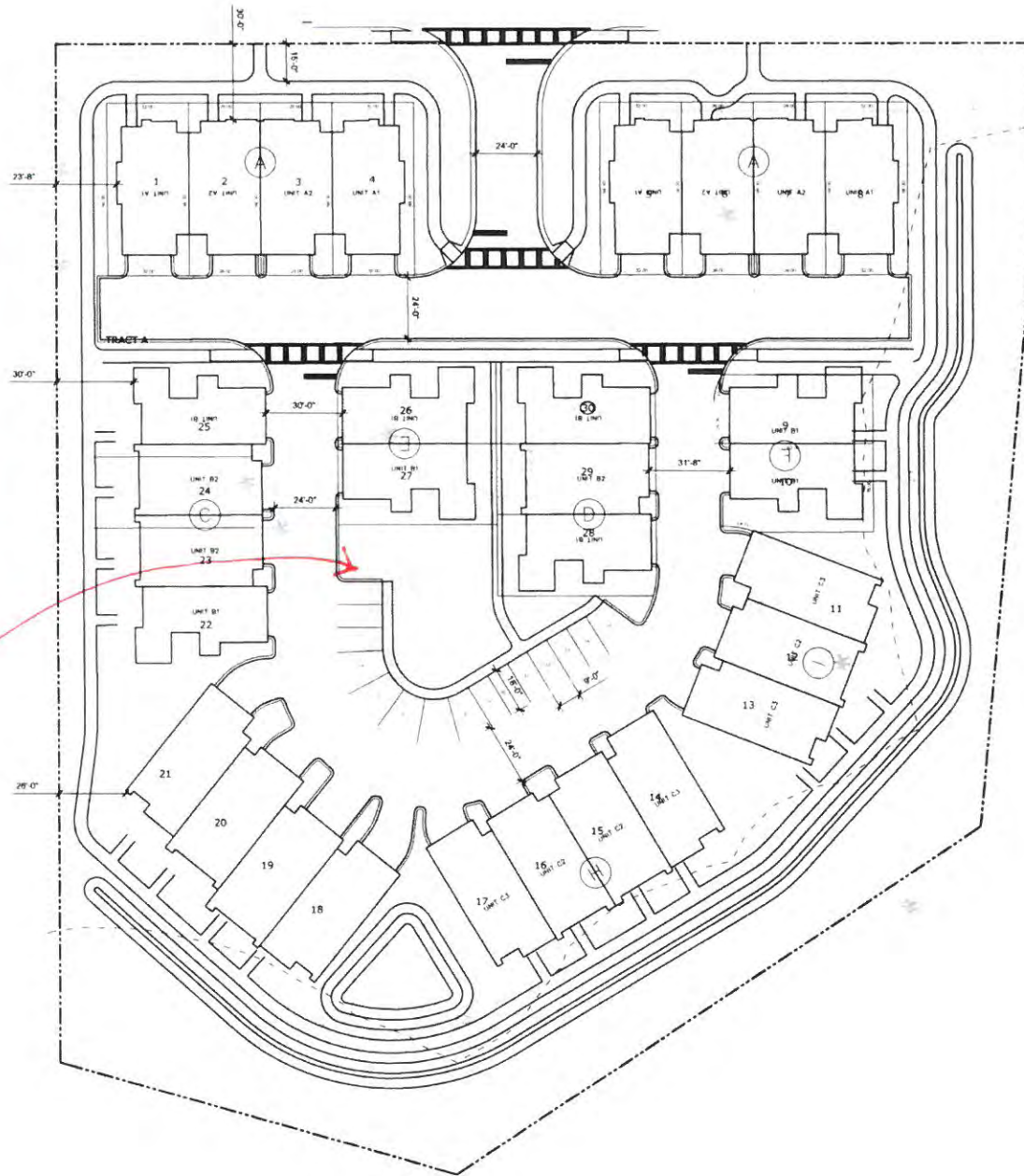
REV	DATE	DESCRIPTION
1	MAY 22, 2015	DATE
2	2404	JOB NO.
3	CJA	DRAWN BY
4	CJA	CHECKED BY

Sheet Title:
**TREE
PRUNING
EXHIBIT**

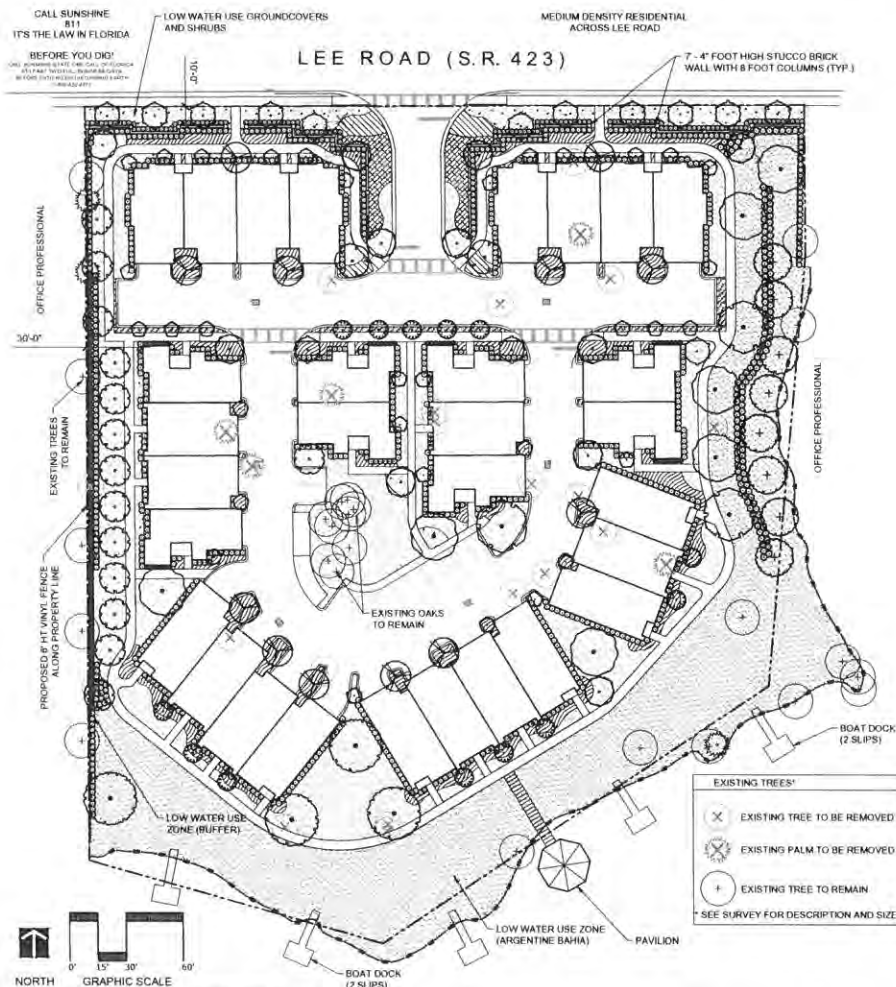
Sheet No:
EXH-1

Revised Site Plan - June 1, 2015

Shift in the location of the bldgs. also allows preservation of existing oaks within interior open space



Revised LANDSCAPE PLAN 6/16/15



CITY OF WINTER PARK LAND DEVELOPMENT CODE REQUIREMENTS

SEC. 56-287. TREE REPLACEMENT REQUIREMENTS

DEAD OR DETERIORATED TREES

32" OAK
40" OAK
48" FRINGE TREE (MULTI-TRUNK)
60" OAK

PROTECTED TREES TO BE REMOVED UNDER 19 INCHES

11" LOQUAT
12" GOLDEN RAIN TREE
13" PODOCARPUS
14" YELLOW TABERNA
17" OAK
18" OAK
18" UMBRELLA TREE
18" RED MAPLE

PROTECTED TREES TO BE REMOVED EQUAL TO AND OVER 19 INCHES

18" LOQUAT
23" GOLDEN RAIN TREE
27" OAK
27" GOLDEN RAIN TREE
30" GOLDEN RAIN TREE
40" GOLDEN RAIN TREE
48" OAK
48" OAK
22" PINE

EXEMPT TREE (NOT PROTECTED - DOES NOT REQUIRE REPLACEMENT)
41" CAMPHOR TREE
54" CAMPHOR TREE

NOTES:

- 1) ALL LANDSCAPING SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF LDC SEC. 58, V, DIVISION B AND D OF THE WINTER PARK CITY CODE. LANDSCAPE PLAN SHOWS CODE REQUIRED PLANTINGS. ADDITIONAL ENHANCEMENT PLANTINGS MAY BE PROVIDED.
- 2) ALL LANDSCAPE AREA SHALL BE IRRIGATED WITH AN AUTOMATIC UNDERGROUND SYSTEM WITH 100% COVERAGE, BACKFLOW PREVENTER, AND A RAIN SENSOR DEVICE.
- 3) SOD ALL DISTURBED AREAS.
- 4) SEE SHEET L2 FOR PLANTING DETAILS. SEE SHEET L3 FOR LANDSCAPE NOTES.

PLANT SCHEDULE NOTES:

- 1) SOD QUANTITIES ARE SQUARE FOOT ESTIMATE. ANY DISTURBED AREAS ON SITE OR WITHIN THE R.O.W. THAT ARE NOT COVERED WITH LANDSCAPE MATERIAL OR SOD SHALL BE SODDED. SOD QUANTITIES SHOWN IN SCHEDULE ARE ESTIMATES AND FOR REFERENCE ONLY. ADDITIONAL SOD WILL BE REQUIRED. CONTRACTOR SHALL BE RESPONSIBLE FOR CALCULATING AND VERIFYING REQUIRED SOD QUANTITIES PRIOR TO BID.
- 2) ALL TREES, PALMS, SHRUBS, GROUND COVERS AND OTHER PLANTS SHALL CONFORM TO THE STANDARD OF FLORIDA NO. 1 OR BETTER AS GIVEN IN THE LATEST EDITION OF GRADES AND STANDARDS FOR NURSERY PLANTS BY FLORIDA DEPARTMENT OF AGRICULTURE, PART I AND II. PLANT MATERIAL SHALL ALSO CONFORM TO THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. (ANSI) BULLETIN 280.1 - 1990 AND AS REVISED. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
- 3) THE CALIPER OF INSTALLED TREES LISTED AS BEING UP TO 4 INCHES SHALL BE MEASURED 8 INCHES ABOVE THE GROUND, AND THE CALIPER OF INSTALLED TREES LISTED AS MORE THAN 4 INCHES SHALL BE MEASURED 12 INCHES ABOVE THE GROUND.

PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME / COMMON NAME	HT.	SPR.	CALIPER
+	8	Acer rubrum 'Florida Flame' / Florida Flame Red Maple	14'-16'		5" MIN
+	2	Magnolia grandifolia 'D.D. Blanchard' TM / Southern Magnolia	15'		4" MIN
+	7	Quercus shumardii / Shumard Red Oak	18'-21'		5" MIN
+	4	Quercus virginiana / Southern Live Oak	18'-21'		5" MIN
+	3	Ulmus alata / Winged Elm	14'-18'		4" MIN
PALM TREES	QTY	BOTANICAL NAME / COMMON NAME	HT.	SPR.	CALIPER
+	13	Sabal palmetto / Cabbage Palmetto	8' Clear Trunk		
UNDERSTORY TREES	QTY	BOTANICAL NAME / COMMON NAME	HT.	SPR.	CALIPER
+	11	Cercis canadensis / Eastern Redbud	10'-12'		2" MIN
+	14	Elaeagnus argentea TM / Japanese Blueberry Tree	10'-12'		3" MIN
+	33	Ilex x attenuata 'Eagleston' / Eagleston Holly	10'-12'		3" MIN
+	12	Lagerstroemia x 'Natchez' / White Crapemyrtle Standard	15'		4" MIN
+	14	Magnolia grandifolia 'Little Gem' / Dwarf Southern Magnolia	10'-12'		4" MIN
SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	CONT.	HT.	SPR.
+	51	Alpinia zerumbet 'Variegata' / Variegated Shell Ginger	3 gal	18"	18"
+	176	Ilex vomitoria 'Schilling's Dwarf' / Dwarf Schilling's Holly	3 gal	12"	12"
+	128	Podocarpus macrophyllus / Yew Pine	3 gal	24"	
+	132	Podocarpus macrophyllus mink / Shrubby Yew	3 gal	24"	
+	71	Schefflera arborescens 'Tomette' / Scheffers	3 gal	18"	18"
+	141	Tripsacum dactyloides / Falsehitchcock Grass	3 gal	24"	18"
+	205	Viburnum obovatum / Walter's Viburnum	3 gal	16"	18"
+	388	Viburnum suspensum / Sandbar Viburnum	3 gal	24"	24"
GROUND COVERS	QTY	BOTANICAL NAME / COMMON NAME	CONT.	HT.	SPR.
+	284	Dianella tasmanica 'Blueberry' / Blueberry Flax Lily	1 gal	12"	12"
+	276	Lantana x 'New Gold' / New Gold Lantana	1 gal	12"	12"
+	2,103	Liriope muscari 'Super Blue' / Super Blue Lily Turf	1 gal	18"	18"
+	1,243	Trachelospermum asiaticum / Star Jasmine	1 gal	12"	12"
+	217	Tripsacum dactyloides / Florida Carnegass	1 gal	12"	12"
SOD/SEED	QTY	BOTANICAL NAME / COMMON NAME	CONT.	HT.	SPR.
+	31,117 sf	Paspalum notatum 'Argentine' / Bahia Grass	SOD		
+	17,265 sf	Stenotaphrum secundatum 'Floratam' / Floratam St. Augustine Sod	SOD		
MULCH	QTY	BOTANICAL NAME / COMMON NAME	CONT.	HT.	SPR.
+		ORGANIC MULCH - SHREDDED MULCH TO BE APPLIED TO ALL PLANTING BEDS, 3 INCH THICK DEPTH			

Prepared By:

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Design Studio, LLC
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PlaceMaker Design Studio, LLC
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Prepared For:

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LEE ROAD
TOWNHOMES

1800 LEE ROAD
WINTER PARK, FLORIDA

Christopher J. Anagnostis
Registered Landscape Architect
LAD65765

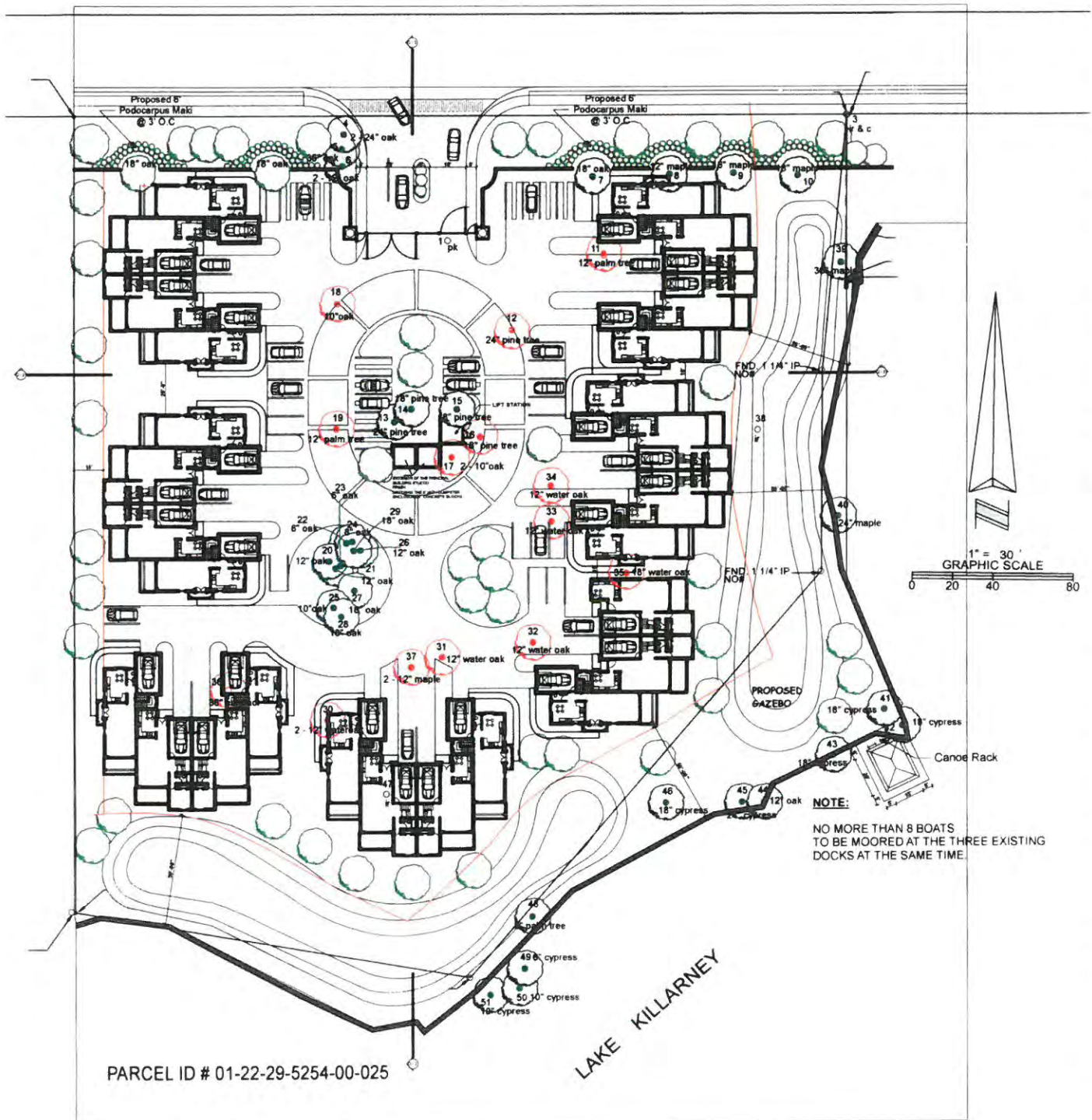
CONCEPTUAL LANDSCAPE PLAN
PRELIMINARY
CONDITIONAL USE SUBMITTAL

REV. DATE	DESCRIPTION
Date:	JUNE 18, 2015
Job No.:	2404
Drawn By:	CJA
Checked By:	CJA

Sheet Title
**LANDSCAPE
PLAN (ALTERNATE)**

Sheet No.
L1(ALT)

WINTER PARK FLORIDA



*City Commission Approval
from June 25, 2007*

The following spoke in favor of the conditional use approval:

Michael Harbison, 2150 Forrest Road

Joe Terranova, 700 Melrose Avenue – expressed concerns with the wetlands mitigation and asked that they be permanently protected and that the mitigation be done at the Clayton property.

Muriel Dubuc, Mayflower resident

Jack Williamson, Mayflower resident

The following submitted a letter of opposition to the conditional use approval which Attorney Cheek read into the record: S. Charles Modell, 1230 Sunset Drive (representing the Gallery Condominiums).

Barbara Smith, 2427 Gallery View Drive, did not speak for or against the project but expressed concerns with the construction phase, the dirt and noise and the two lane road that will be used during the construction. She asked what can be done to keep these concerns at a minimum.

Motion made by Commissioner Metcalf to approve the conditional use request, and seconded by Commissioner Bridges for discussion. Commissioner Bridges stated she supports the project but asked if there is a way to help mitigate the traffic issues during the construction phase. Mr. Kolb responded there are ways to help this and they will be developing those plans. He stated they will consider an alternate access road that may be a solution to both the construction and emergency access. Mr. McGuffin spoke about their sensitivity with the Gallery Condominium resident's concerns regarding traffic. Mayor Strong asked if there was any way we could regulate the construction traffic during the construction period that would alleviate some of the concerns. Attorney Cheek responded as well as Mr. Kolb who spoke about a satellite parking area for construction traffic which will alleviate some of the traffic back and forth. Further discussion ensued regarding the size of the building. **The motion carried unanimously.**

A recess was taken from 5:16 – 5:20 p.m.

- b) Conditional Use Approval-Request to construct 27 two-story townhouse units on the 3.4 acre property at 1800 Lee Road.

Planning Director Jeff Briggs explained the location of the request and the other issues related to the project that have been resolved regarding the gated entrance into the property, the access and tree preservation. He stated they have adequate parking, the stormwater retention meets the code and that the site plan has been perfected. He added that there is more architectural detail and the architecture of the individual buildings has been improved. He addressed the Planning and Zoning approval with conditions. Commissioner Metcalf inquired into the rules currently in place regarding gates. Mr. Briggs responded there is a prohibition in the code about private streets and further spoke regarding this issue. There was discussion as to why the applicant asked for a gate, that the code does not prohibit it and that all public safety concerns have been eliminated.

Representing the applicant, Attorney Allison Yurko and Ed Avellaneda provided a power point presentation outlining the details of the project. Ms. Yurko asked that the record reflect the following: "That they have talked a lot with the adjacent neighbor to the west and that they will cooperate in good faith with the neighbor at 1850 Lee Road on sewer related issues and that they will use best efforts to preserve the density and health of the seven trees near the western

boundary of their property". She stated they are actually located on the neighbor's property but that they wanted assurances that they would try and preserve the trees. She stated this is also important to them because that is their buffer between the commercial property to the west and their parcel. She stated that staff is going to add a phrase to recommendation #2.

Michael (unknown), Lakefront Boulevard, asked that the cypress trees be preserved along the perimeter. He spoke about the stormwater runoff swales between the trees and the water and asked how that will be created and that this be considered. He stated he is not against gating their community. It was assured by the applicant that the existing trees will remain and that the trees behind the swales are new trees that will be added.

→ **Motion made by Commissioner Metcalf to approve the conditional use request, subject to the following conditions as approved by the P&Z:**

1. **Applicant is to bring back for final development plan approval, the final site plan, civil plans (retention), final architectural elevations, tree preservation protection plan and landscape/hardscape plans to P&Z for review and approval; and**
2. **Applicant is to modify the stormwater retention area to increase separation from the cypress trees (indicated by numbers 41, 43 and 46 on the tree survey) to 35 feet for better protection of the tree root systems and preservation of those trees.**

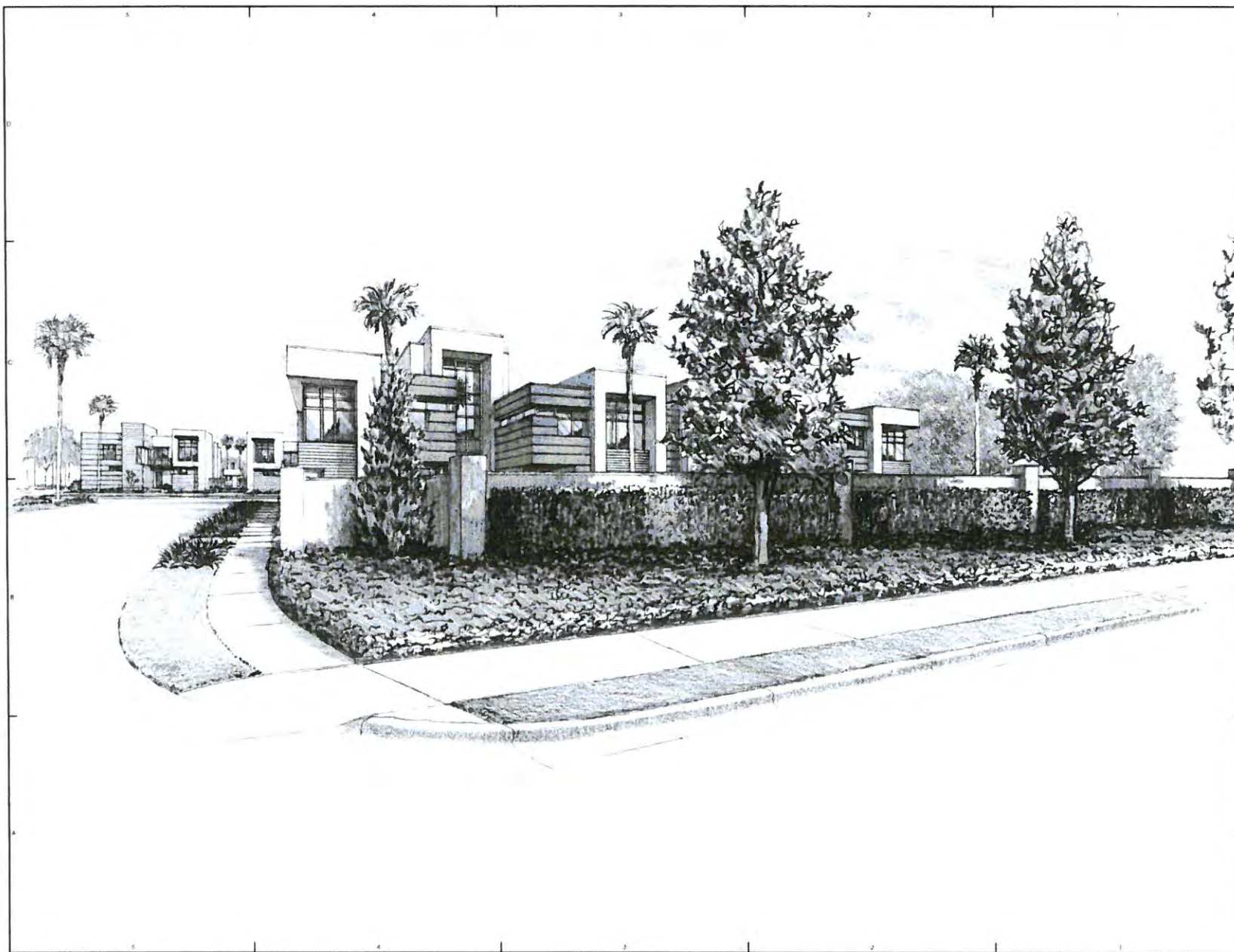
→ **Motion was seconded by Commissioner Bridges.** Commissioner Bridges commented about the gated community and if this is precedent setting. There was further discussion regarding the allowance of gates within the City. Commissioner Metcalf commented against gates. He spoke about the future gateways of the City and the future of Lee Road to look like other areas of the City but without gates. Attorney Yurko spoke about the importance of the gate for the project. Mayor Strong and Commissioner Eckbert addressed their preference of a gate at this location. Mayor Strong commented about Lee Road having its own set of circumstances and issues that would warrant a gate that may not be warranted at most other City locations. He stated that the project is an upgrade for the community and that the gate does not detract from that upgrade significantly. Commissioner Bridges asked that the issue of gates within the City be discussed at a future work session as part of the visioning process. **The motion carried unanimously.**

- c) Conditional Use Approval-Request to allow the three properties at 634/640/642 West Comstock Avenue to be used for the construction of four individual one-story single family homes.

Planning Director Jeff Briggs explained that this is a combined request from the City and the Hannibal Square Community Land Trust. He showed the location of the three 50' lots on the south side of Comstock Avenue. He commented that instead of building three large homes, they worked to promote the goals of the affordable work force housing. He addressed the layout showing four smaller homes; 1,100-1,300 square feet in size; one single center drive, and parking behind the two front residences. He stated this is before the Commission because of the conditional use request to build four affordable houses versus the three that are permitted. He stated there are no variances, besides the conditional use, as it meets the parking requirements, external setbacks, and Floor Area Ratio (FAR).

Mary Daniels, 650 Canton Avenue, asked for approval of the request as presented.

Joe Terranova, 700 Melrose Avenue, spoke in favor of the request because it increases affordable housing.



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11111 E. 11th Ave.
Suite 100
Miami, FL 33153
www.rojoarch.com

STATE OF FLORIDA
REGISTERED ARCHITECT

ROBERT A. GIBSON
No. 12345



**1800 LEE ROAD
TOWNHOMES**
WINTER PARK, FL



Month	Date	Description
March	2018	Initial
April	2018	Revised
May	2018	Final
June	2018	As-Built
July	2018	Final
August	2018	Final
September	2018	Final
October	2018	Final
November	2018	Final
December	2018	Final

STREET VIEW
W/ PROPERTY WALL

SCALE: N.T.S.

Drawing No.

A-1



PROPERTY WALL NOT SHOWN FOR CLARITY

rojo

JOHN ROTHMANN
ARCHITECT
1800 LEE ROAD
WINTER PARK, FL 32789
407.841.1111

STATE OF FLORIDA
REGISTERED ARCHITECT

JOHN R. LEBRON
ARCHITECT

1800 LEE ROAD
TOWNHOMES
WINTER PARK, FL

ICON
RESIDENTIAL

No.	Date	Description
1	10/1/11	Initial Design
2	10/1/11	Final Design
3	10/1/11	Final Design
4	10/1/11	Final Design
5	10/1/11	Final Design
6	10/1/11	Final Design
7	10/1/11	Final Design
8	10/1/11	Final Design
9	10/1/11	Final Design
10	10/1/11	Final Design

VIEW FROM LEE ROAD
TYP. BUILDING "A" & "B"
BUILDING "A" SHOWN

SCALE: N.T.S.

A-2



rojo

1800 ARCHITECTURAL
1800 ARCHITECTURAL
1800 ARCHITECTURAL

STATE OF FLORIDA
REGISTERED ARCHITECT

ROBERT A. LEBRON
ARCHITECT



**1800 LEE ROAD
TOWNHOMES**

WINTER PARK, FL

ICON
RESIDENTIAL

Mark	Date	Description
By: [Signature]	10/1/11	Initial Design
Project #	1800	
Client: [Signature]	10/1/11	Final Design
Contract #	1800	
Architect's Ref:	1800	
Project #	1800	
Contract #	1800	
Project #	1800	

VIEW FROM LAKE
TYP. BUILDING "G" 1/4" & 1/8"

SCALE N.T.S.

A-3



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STATE OF FLORIDA

ROBERT A. GIBSON



**1800 LEE ROAD
TOWNHOMES**
WINTER PARK, FL

ICON
RESIDENTIAL

Mo	Co	Description
10/1/2023	10/1/2023	10/1/2023
10/1/2023	10/1/2023	10/1/2023
10/1/2023	10/1/2023	10/1/2023
10/1/2023	10/1/2023	10/1/2023
10/1/2023	10/1/2023	10/1/2023
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10/1/2023	10/1/2023	10/1/2023

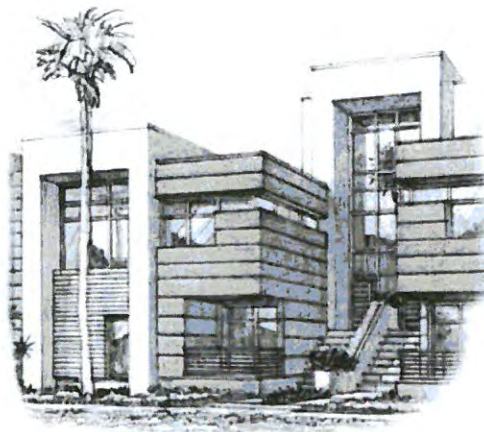
VIEW FROM MAIN DRIVE
TYP. BUILDING "C", "D", "E" & "F"
BUILDINGS "D" & "E" SHOWN

SCALE: N.T.S.

A-4



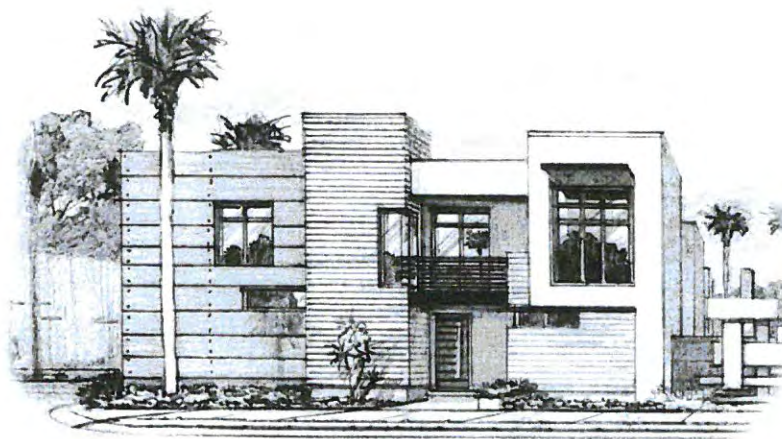
UNIT TYPE A1



UNIT TYPE A2



UNIT TYPE C1



UNIT TYPE B1



UNIT TYPE C2

rojo

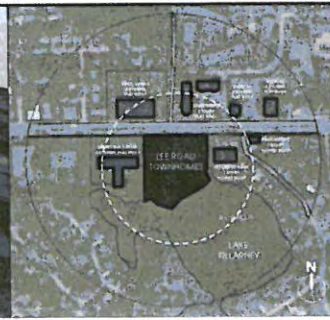
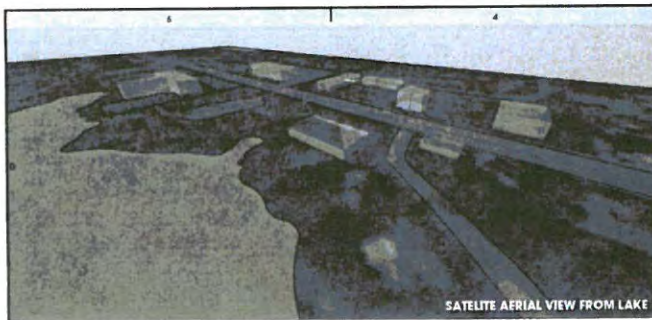
STATE OF FLORIDA
REGISTERED ARCHITECT
ROBERT A. LEBSON
No. 118,122



1800 LEE ROAD
TOWNHOMES
WINTER PARK, FL

ICON
RESIDENTIAL

Item	Date	Description
By: J. S. S. S.	10/10/10	10/10/10
Project #:		
Project Name:		
Owner:		
Architect:		
City:		
State:		
Project Title:		
TYPICAL UNIT TYPES		
SCALE: N.T.S.		
A-5		



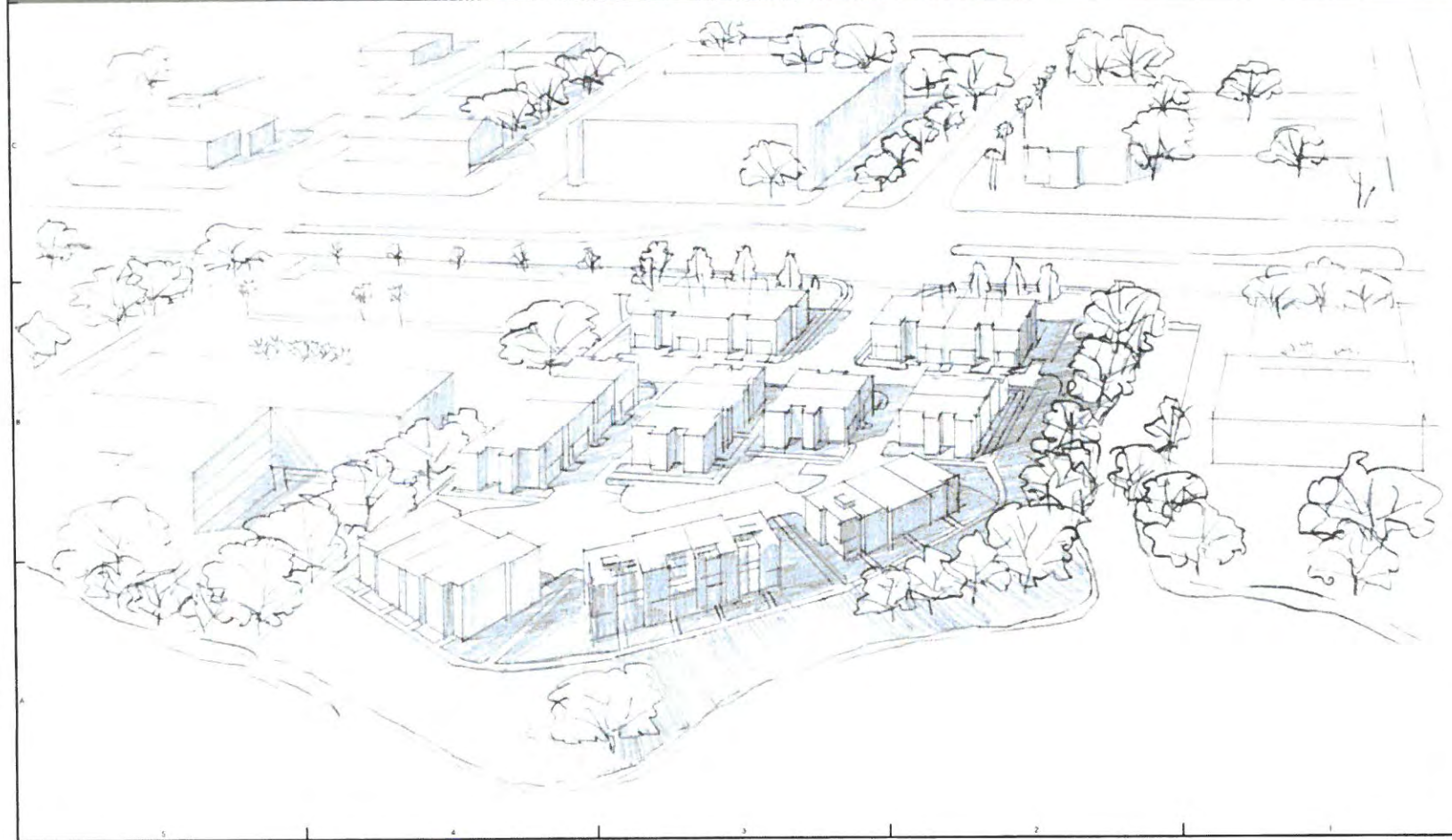
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SUITE 100
LAKE WORTH, FL 33460
TEL: 561-251-1000
FAX: 561-251-1001
WWW.ROJOARCHITECTS.COM

STATE OF FLORIDA
REGISTERED ARCHITECT

SCOTT A. LUBIN
NO. 115,127



**1800 LEE ROAD
TOWNHOMES**

WINTER PARK, FL

**ICON
RESIDENTIAL**

Arch	Date	Description
Architect	10/10/07	Concept
Project #	1800	
Client Name	ICON	
Owner	ICON	
Architect's Fee	25.00%	
Start Date	10/10/07	
Completion Date	10/10/07	
Project Name		

AERIAL VIEW

SCALE: N.T.S.

A-6

rojo

STATE OF FLORIDA
REGISTERED ARCHITECT

ROBERT A. GIBSON
No. 125,227



1800 LEE ROAD
TOWNHOMES
WINTER PARK, FL

ICON
RESIDENTIAL

Notes	Date	Description
1	10/1/17	10/1/17
2	10/1/17	10/1/17
3	10/1/17	10/1/17
4	10/1/17	10/1/17
5	10/1/17	10/1/17
6	10/1/17	10/1/17
7	10/1/17	10/1/17
8	10/1/17	10/1/17
9	10/1/17	10/1/17
10	10/1/17	10/1/17

BUILDING I
ELEVATIONS

SCALE N.T.S.

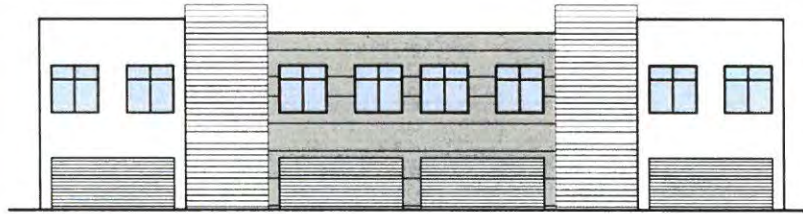
A-7.1



3D BUILDING I - SIDE ELEVATION
Scale: 1/8" = 1'-0"



3C BUILDING I - SIDE ELEVATION
Scale: 1/8" = 1'-0"



3B BUILDING I - GARAGE ELEVATION
Scale: 1/8" = 1'-0"



3A BUILDING I - FRONT ENTRY
Scale: 1/8" = 1'-0"

rojo

STATE OF FLORIDA

REGISTERED ARCHITECT

ROBERT A. GIBSON

NO. 115,127



1800 LEE ROAD
TOWNHOMES

WINTER PARK, FL

ICON
RESIDENTIAL

Mod.	Date	Description
Rev. 1	10/1/10	Initial
Rev. 2	10/1/10	Revised
Rev. 3	10/1/10	Revised
Rev. 4	10/1/10	Revised
Rev. 5	10/1/10	Revised
Rev. 6	10/1/10	Revised
Rev. 7	10/1/10	Revised
Rev. 8	10/1/10	Revised
Rev. 9	10/1/10	Revised
Rev. 10	10/1/10	Revised

BUILDING II
ELEVATIONS

SCALE 1/8"=1'-0"

A-7.2



30 BUILDING II - SIDE ELEVATION
Scale 1/8" = 1'-0"



32 BUILDING II - SIDE ELEVATION
Scale 1/8" = 1'-0"



38 BUILDING II - GARAGE ELEVATION
Scale 1/8" = 1'-0"



3A BUILDING II - FRONT ELEVATION
Scale 1/8" = 1'-0"



STATE OF FLORIDA
REGISTERED ARCHITECT
SCOTT A. LEBRON
No. 00000000

1800 LEE ROAD
TOWNHOMES
WINTER PARK, FL

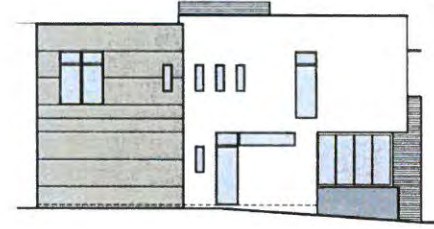


Mark	Date	Description
Rev. 1	10/1/2018	Initial
Rev. 2	10/1/2018	Revised
Rev. 3	10/1/2018	Revised
Rev. 4	10/1/2018	Revised
Rev. 5	10/1/2018	Revised
Rev. 6	10/1/2018	Revised
Rev. 7	10/1/2018	Revised
Rev. 8	10/1/2018	Revised
Rev. 9	10/1/2018	Revised
Rev. 10	10/1/2018	Revised

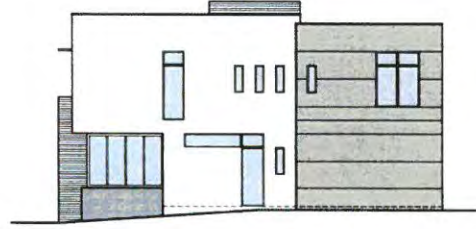
BUILDING III
ELEVATIONS

SCALE: 1/8"=1'-0"

Sheet No.
A-7.3



30
A-7.3
BUILDING III - SIDE ELEVATION
Scale: 1/8"=1'-0"



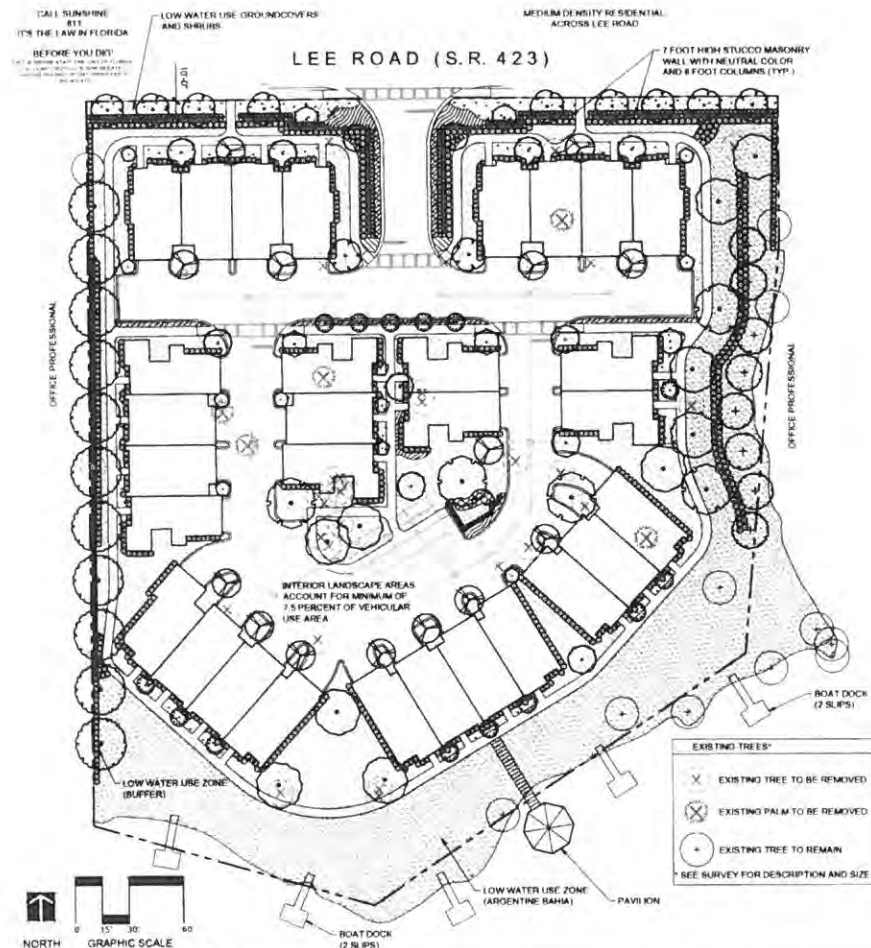
31
A-7.3
BUILDING III - SIDE ELEVATION
Scale: 1/8"=1'-0"



32
A-7.3
BUILDING III - GARAGE ELEVATION
Scale: 1/8"=1'-0"



33
A-7.3
BUILDING III - FRONT ELEVATION
Scale: 1/8"=1'-0"



PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME / COMMON NAME	HT	SPR	CALIPER
+	8	Azadirachta indica / Florida Flame / Florida Flame Red Maple			3" MIN
+	11	Magnolia grandifolia / D.D. Blanchard / TM / Southern Magnolia			3" MIN
+	10	Quercus shumardii / Shumard Red Oak			3" MIN
+	11	Quercus virginiana / Southern Live Oak			3" MIN
+	5	Ulmus alata / Winged Elm			3" MIN
PALM TREES	QTY	BOTANICAL NAME / COMMON NAME	HT	SPR	CALIPER
+	14	Sabal palmetto / Cabbage Palmetto / S&B	8' Clear Trunk		
UNDERSTORY TREES	QTY	BOTANICAL NAME / COMMON NAME	HT	SPR	CALIPER
+	12	Cercis canadensis / Eastern Redbud			7" MIN
+	5	Elaeagnus argentea / Japanese Silverberry Tree			7" MIN
+	11	Ilex x alternata / Englemann / Englemann Holly Standard			7" MIN
+	14	Lagerstroemia x Natchez / White Grape Myrtle Standard			7" MIN
SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	CONT.	HT	SPR
+	41	Albizia julibrissin / Variegata / Variegated Shell Ginger	3 gal	18"	18"
+	244	Ilex vomitoria / Schillinge Dwarf / (Dwarf) Schillinge Holly	3 gal	12"	12"
+	166	Podocarpus macrophylla / Yew Pine	3 gal	24"	
+	112	Podocarpus macrophylla / Yew Pine	3 gal	24"	
+	75	Schefflera arborescens / Trinitas / Schefflera	3 gal	18"	18"
+	263	Triplaris dactyloides / Falsehollyhock / Falseholly	3 gal	24"	18"
+	71	Viburnum coccineum / Winter Viburnum	3 gal	18"	18"
+	254	Viburnum suspensum / Sanderling Viburnum	3 gal	24"	24"
SHRUB AREAS	QTY	BOTANICAL NAME / COMMON NAME	CONT.	HT	SPR
+	25	Zamia floridana / Coontie Palm	3 gal	12"	12"
GROUND COVERS	QTY	BOTANICAL NAME / COMMON NAME	CONT.	HT	SPR
+	114	Dianella tasmanica / Blueberry / Blueberry Flax Lily	1 gal	12"	12"
+	40	Lantana x New Gold / New Gold Lantana	1 gal	12"	12"
+	270	Liriodendron tulipifera / Tulip Tree / Super Blue Lily Turf	1 gal	18"	18"
+	1,750	Trochodendron araliifolium / Star Jasmine	1 gal	12"	12"
+	174	Triplaris dactyloides / Falsehollyhock / Falseholly	1 gal	12"	12"
SOD/SEED	QTY	BOTANICAL NAME / COMMON NAME	CONT.	HT	SPR
+	30,974 sf	Paspalum notatum / Argentine / Bahia Grass	SOD		
+	20,425 sf	Stenotaphrum secundatum / Flamingo / Flamingo	SOD		

MULCH - ORGANIC MULCH - SHREDDED MULCH TO BE APPLIED TO ALL PLANTING BEDS, 3 INCH THICK DEPTH

NOTES

- 1) ALL LANDSCAPING SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF LDC SEC. 24. V. DIVISION 8 AND 9 OF THE WINTER PARK CITY CODE. LANDSCAPE PLAN SHOWS CODE REQUIRED PLANTINGS. ADDITIONAL ENHANCEMENT PLANTINGS MAY BE PROVIDED.
- 2) ALL LANDSCAPE AREA SHALL BE IRRIGATED WITH AN AUTOMATIC UNDERGROUND SYSTEM WITH 100% COVERAGE, BACKFLOW PREVENTER, AND A RAIN SENSOR DEVICE.
- 3) SOD ALL DISTURBED AREAS.
- 4) SEE SHEET L1 FOR PLANTING DETAILS. SEE SHEET L3 FOR LANDSCAPE NOTES.

PLANT SCHEDULE NOTES

- 1) SOD QUANTITIES ARE SQUARE FOOT ESTIMATE. ANY DISTURBED AREAS ON SITE OR WITHIN THE R.O.W. THAT ARE NOT COVERED WITH LANDSCAPE MATERIAL OR SOD SHALL BE SODDED. SOD QUANTITIES SHOWN IN SCHEDULE ARE ESTIMATES AND FOR REFERENCE ONLY. ADDITIONAL SOD WILL BE REQUIRED. CONTRACTOR SHALL BE RESPONSIBLE FOR CALCULATING AND VERIFYING REQUIRED SOD QUANTITIES PRIOR TO BID.
- 2) ALL TREES, PALMS, SHRUBS, GROUND COVERS AND OTHER PLANTS SHALL CONFORM TO THE STANDARD OF FLORIDA NO. 1 OR BETTER AS GIVEN IN THE LATEST EDITION OF GRADING AND STANDARDS FOR NURSERY PLANTS BY FLORIDA DEPARTMENT OF AGRICULTURE, PART I AND II. PLANT MATERIAL SHALL ALSO CONFORM TO THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AANS) BULLETIN 760.1, 1990 AND AS REVISED. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
- 3) THE CALIPER OF INSTALLED TREES LISTED AS BEING UP TO 4 INCHES SHALL BE MEASURED 6 INCHES ABOVE THE GROUND, AND THE CALIPER OF INSTALLED TREES LISTED AS MORE THAN 4 INCHES SHALL BE MEASURED 12 INCHES ABOVE THE GROUND.

Prepared By:

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Design Studio, LLC
Landscape Design • Landscaping Architecture • Land Planning
PlaceMaker Design Studio, LLC
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Largo, Florida 33771
Phone: 727-436-4610
LCS000001
Contact: Chris Brundage
Website: www.placemakerdesignstudio.com

Prepared For:

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Phone: 727-436-4610

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LEE ROAD TOWNHOMES

1800 LEE ROAD
WINTER PARK, FLORIDA

Christopher J. Anagnostis
Registered Landscape Architect
LA00000001

CONCEPTUAL LANDSCAPE PLAN
PRELIMINARY
CONDITIONAL USE SUBMITTAL

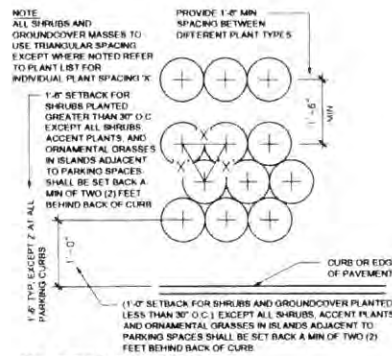
NOT FOR CONSTRUCTION
THESE PLANS HAVE NOT BEEN APPROVED
BY THE GOVERNING AGENCY
AND ARE SUBJECT TO CHANGE.

REV	DATE	DESCRIPTION
1		
2		
3		
4		

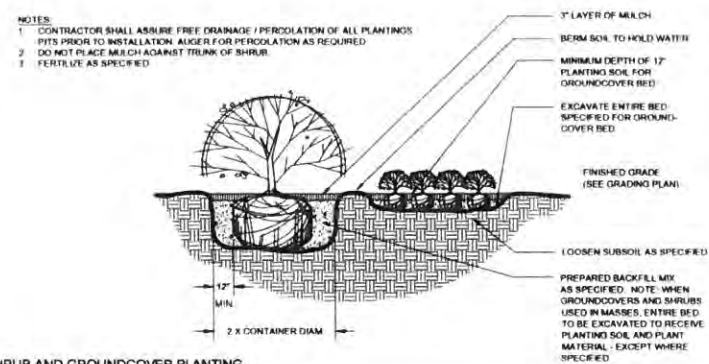
Date: FEBRUARY 23, 2018
Job No.: 2404
Drawn By: CJA
Checked By: CJA

Sheet Title
LANDSCAPE PLAN

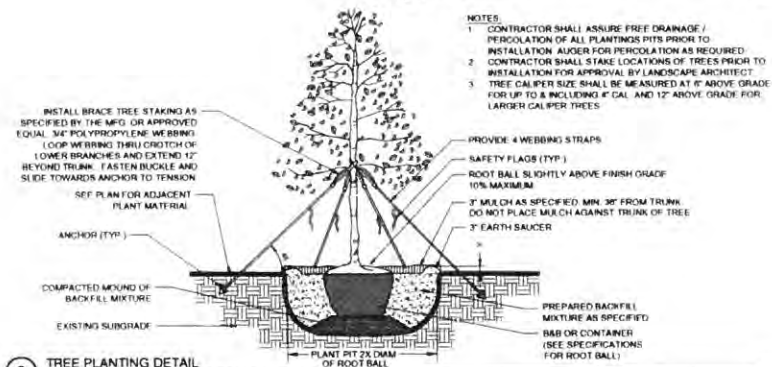
Sheet No.
L1



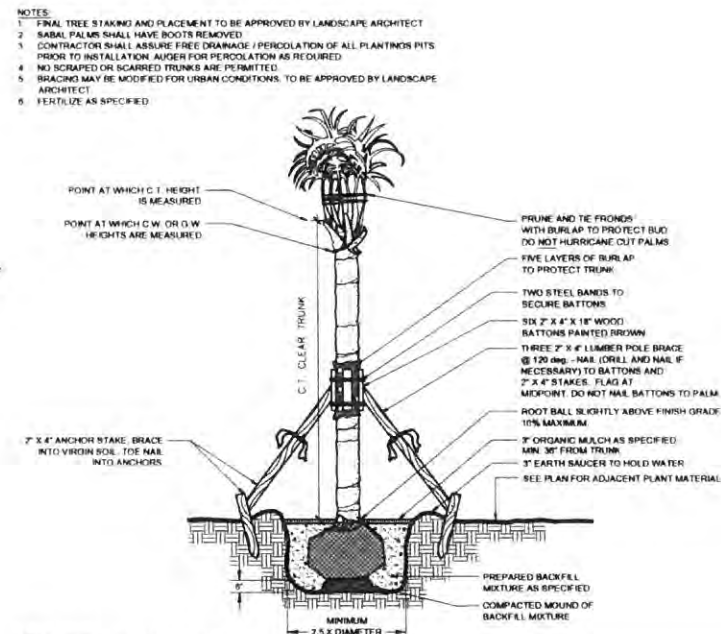
④ TYPICAL PLANT SPACING



2 SHRUB AND GROUND COVER PLANTING



② TREE PLANTING DETAIL




PALM PLANTING DETAIL

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Christopher J. Anuskaewicz
Registered Landscape Architect

CONCEPTUAL LANDSCAPE PLAN
PRELIMINARY
CONDITIONAL USE SUBMITTAL

NOT FOR CONSTRUCTION
THESE PLANS HAVE NOT BEEN APPROVED
BY THE GOVERNING AGENCY
AND ARE SUBJECT TO CHANGE.



REV	DATE	DESCRIPTION
Date:	FEBRUARY 23, 2015	
Job No.:	2404	
Drawn By:	CJA	
Checked By:	CJA	

PLANTING DETAILS

Sheet No. **L2**

**LEE ROAD
TOWNHOMES**

LANDSCAPE NOTES

1. LANDSCAPE CONTRACTOR SHALL FIELD VERIFY ALL INFORMATION, INCLUDING UNDERGROUND UTILITIES, PRIOR TO INITIATING PLANTING INSTALLATION. REPORT ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DRAWINGS AND FIELD CONDITIONS TO THE OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT IMMEDIATELY. FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO ALL EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
2. ALL CONSTRUCTION SHALL CONFORM TO MEET FEDERAL, STATE, AND LOCAL CODES, REGULATIONS AND ORDINANCES.
3. IT SHALL BE THE LANDSCAPE CONTRACTOR'S SOLE RESPONSIBILITY TO NOTIFY "SUNSHINE" AND ANY OTHER INTERESTED AGENCIES OR PARTIES OF HIS INTENT TO EXCAVATE AND TO OBTAIN FROM ALL AGENCIES OR OTHER INTERESTED PARTIES LOCATIONS OF ALL EXISTING UTILITIES OF EVERY KIND IN THE AREAS WHERE HE INTENDS OR PLANS TO EXCAVATE. SUCH LOCATIONS SHALL BE OBTAINED PRIOR TO STARTING CONSTRUCTION AND SHALL BE MAINTAINED DURING CONSTRUCTION.
4. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION AND THE COST FOR SUCH ARE TO BE INCLUDED AS PART OF THE BID.
5. CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ALL EXISTING GRASSES, GROUNDCOVERS, AND SHRUBS WHERE NEW PLANTINGS ARE PROPOSED. CONTRACTOR SHALL VERIFY ALL PLANT MATERIAL TO BE REMOVED AND/OR PROTECTED ITEMS WITH OWNER'S REPRESENTATIVE PRIOR TO BID. THIS MAY INCLUDE BUT NOT BE LIMITED TO SOIL, SOIL PLANT MATERIAL, STUMPS, ETC. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ANY TREES DAMAGED WITH SAME SPECIES AND SIZE TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.
6. LANDSCAPE CONTRACTOR SHALL COORDINATE ALL WORK WITH RELATED CONTRACTORS AND WITH THE GENERAL CONTRACTOR OF THE PROJECT IN ORDER NOT TO IMPED THE PROGRESS OF THE WORK OF OTHERS OR THE CONTRACTOR'S OWN WORK.
7. THE OWNER OR LANDSCAPE ARCHITECT SHALL HAVE THE RIGHT TO REJECT ANY AND ALL WORK AND MATERIALS WHICH, IN HIS OPINION, DO NOT MEET THE REQUIREMENTS OF THE PLANTING PLAN, DETAILS, AND THESE SPECIFICATIONS.
8. THE LANDSCAPE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL WORK AS SHOWN ON THE PLAN AND CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY IF ANY CONFLICTS AND ADJUST AS PER THE LANDSCAPE ARCHITECT'S OR OWNER'S DIRECTION.
9. THE LANDSCAPE CONTRACTOR SHALL CONTROL RUNOFF AND EROSION DURING CONSTRUCTION THROUGH THE USE OF SEDIMENT BARRIERS, STRAW OR HAY BALES AS APPROPRIATE. THE LANDSCAPE CONTRACTOR SHALL SPRINKLE OR OTHERWISE MANUALLY APPLY WATER TO AFFECTED CONSTRUCTION AREA TO CONTROL BOTH SIGNIFICANT WIND EROSION AND FUGITIVE DUST.
10. THE LANDSCAPE CONTRACTOR SHALL ASSURE DRAINAGE AND PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION OF PLANT MATERIAL. CONTRACTOR SHALL FILL ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE THAT PROPER DRAINAGE AND PERCOLATION IS AVAILABLE. CORRECT IF REQUIRED TO ASSURE PERCOLATION. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ALL PLANTS DUE TO INADEQUATE DRAINAGE CONDITIONS.
11. EXCEPT FOR PLANTINGS IN SURFACE WATER MANAGEMENT AREAS, THE SPECIFIED DEPTH OF ORGANIC MULCH, MEASURED AFTER WATERING IN, SHALL BE PLACED AND MAINTAINED AROUND ALL NEWLY INSTALLED CANOPY TREES, ACCENT TREES, PALM TREES, AND SHRUBS. EACH TREE SHALL HAVE ORGANIC MULCH NO LESS THAN 30 INCHES BEYOND ITS TRUNK IN ALL DIRECTIONS. HOWEVER, THE MULCH SHALL BE KEPT AWAY FROM THE TRUNKS AND STEMS OF PLANTS SO AS TO AVOID CONDITIONS THAT MAY BE CONSIDERED TO COLLAR ROT, BARK CANCER OR OTHER FUNGI.
12. THE LANDSCAPE CONTRACTOR SHALL EXAMINE THE SOILS OF ALL PLANTING AREAS PRIOR TO SUBMITTING BIDS FOR THE SUITABILITY TO SUSTAIN HEALTHY PLANT GROWTH AS CALLED FOR ON THE PLANTING PLAN, DETAILS, AND THESE SPECIFICATIONS. ANY REQUIRED AMENDMENTS AND ADDITIVES SHALL BE INCLUDED AS PART OF THE BID.
13. NO SUBSTITUTIONS SHALL BE MADE TO THE PLANTING PLAN, DETAILS OR THESE SPECIFICATIONS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT.
14. CUTTING/STAKING PRACTICES SHALL NOT PERMIT NAILS, SCREWS, WIRE, ETC. TO PENETRATE OUTER SURFACE OF TREE OR PALM. TREES OR PALMS REJECTED DUE TO THIS PRACTICE SHALL BE REJECTED WITH INSPECTOR ON SITE.
15. TREE INSTALLATION ALL REQUIRED TREES SHALL BE INSTALLED 1'-2" ABOVE FINISHED GRADE. TREES INSTALLED OR BURED TOO DEEPLY SHALL BE RESET TO THIS STANDARD. REMOVE THE TOP 1/3 OF THE WIRE BASKET ON ALL B&B TREE STOCK.
16. PLANT MATERIAL:
 - 16.1 ALL TREES, PALMS, SHRUBS, GROUND COVERS AND OTHER PLANTS SHALL CONFORM TO THE STANDARD OF FLORIDA NO. 1 OR BETTER AS GIVEN IN THE LATEST EDITION OF GRADES AND STANDARDS FOR NURSERY PLANTS BY FLORIDA DEPARTMENT OF AGRICULTURE, PART 1 AND 2. PLANT MATERIAL SHALL ALSO CONFORM TO THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. (ANN) BULLETIN 280 1 - 1990 AND AS REVISED. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
 - 16.2 ALL CONTAINER AND CALIPER ROOTS NOTED ON PLANT LIST ARE MINIMUM. CONTRACTOR SHALL PROVIDE LARGER CONTAINER MATERIAL IF NECESSARY TO CONFORM TO PLANT SIZE AND SPECIFICATIONS. BOTH MINIMUM DIMENSIONAL SPECIFICATION AND MINIMUM CONTAINER SPECIFICATION SHALL BE MET.
 - 16.3 ALL PLANTS SHALL BE CONTAINER GROWN EXCEPT AS NOTED ON PLANT B&B. ROOT TREES ARE NOT ACCEPTABLE. ALL PLANTS SHALL BE HARDY UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT. TREES GROWN IN GROW BAGS OR GROWN IN PLANT MATERIAL MUST HAVE THE GROW BAG REMOVED ENTIRELY PRIOR TO PLANTING. BALLED AND BURLAPPED MATERIAL SHALL HAVE THE BURLAP REMOVED, WIRE CAGES, STRAPS, ETC. MUST BE CUT AND REMOVED PRIOR TO INSTALLATION.
 - 16.4 SOIL SHALL MEET AMERICAN SOIL PRODUCERS ASSOCIATION STANDARDS FOR NURSERY GROWN SOIL FOR THICKNESS OF CUT, P&D SIZE, STRENGTH OF SECTIONS, MOISTURE CONTENT AND THAT SOIL SHALL BE GUARANTEED TO BE UNIFORM IN COLOR, LEAF TEXTURE, AND ROOT DENSITY AND FREE OF WEEDS, DISEASE, FUNGUS, INSECTS OR OTHER IMPERFECTIONS AND SUFFICIENTLY KNIGHT TO SUSTAIN GROWTH. SOIL SHALL BE MOVED FOR FINAL ACCEPTANCE.
 - 16.5 TYPICALLY SHRUB AND GROUND COVER PLANTINGS ARE SHOWN AS MASS PLANTING BEDS. PLANTS SHALL BE PLACED ON A TRIANGULAR SPACING CONFIGURATION (AS SPECIFIED SPACING).
17. QUANTITIES, LOCATION AND SUBSTITUTIONS: THE LANDSCAPE CONTRACTOR SHALL FURNISH AND INSTALL ALL PLANTS AS SHOWN ON THE DRAWINGS, AS SPECIFIED, AND IN THE QUANTITIES LISTED ON THE PLANT SCHEDULE. IN THE EVENT OF A VARIATION BETWEEN THE PLANT SCHEDULE AND THE ACTUAL NUMBER OF PLANTS SHOWN ON THE PLANTING PLAN, THE HIGHER QUANTITY SHALL PREVAIL. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST THE NUMBER AND LOCATIONS OF THE DESIGNATED TYPES AND SPECIES OF PLANTS TO BE USED AT ANY OF THE LOCATIONS SHOWN. THE OWNER SHALL RECEIVE A CREDIT OR DEBIT FOR THE UNIT PRICE OF THE PLANT MATERIAL. NO SUBSTITUTION OF PLANT MATERIAL, TYPES, SPECIFICATIONS OR SIZES WILL BE PERMITTED WITHOUT WRITTEN AUTHORIZATION FROM THE LANDSCAPE ARCHITECT. THE OWNER AND/OR LANDSCAPE ARCHITECT RESERVES THE RIGHT TO NOT ACCEPT PLANT MATERIAL THAT DOES NOT, IN THE OPINION OF THE OWNER AND/OR LANDSCAPE ARCHITECT, MEET THE SPECIFICATIONS HEREIN.
18. IRRIGATION: ALL PROPOSED LANDSCAPE AREAS SHALL BE IRRIGATED WITH AN AUTOMATIC, UNDERGROUND IRRIGATION SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND PERMITTING THE IRRIGATION SYSTEM IN ACCORDANCE WITH APPLICABLE LOCAL AND STATE BUILDING CODES. THE COST OF INSTALLATION, PERMITTING, AND CREATING AS-BUILT DRAWINGS SHALL BE INCLUDED IN THE BID PRICE FOR IRRIGATION.
- 18.5 LANDSCAPE CONTRACTOR SHALL COORDINATE ALL PLANTING WORK WITH IRRIGATION WORK. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HAND WATERING ALL EXISTING AND PROPOSED PLANT MATERIAL AS REQUIRED BY OWNER'S REPRESENTATIVE TO SUPPLEMENT IRRIGATION WATERING AND RAMP ALL LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR HAND WATERING IN ALL PLANTING AREAS, REGARDLESS OF THE STATUS OF EXISTING OR PROPOSED IRRIGATION. CONTRACTOR SHALL MAINTAIN SUFFICIENT WATER ANY NON IRRIGATED LAWN AREAS AS REQUIRED FOR ESTABLISHMENT.
- 18.6 IRRIGATION LINES SHALL BE HAND Laid AROUND EXISTING TREES AND TUNNELED BENEATH TREE ROOTS OF EXISTING TREES, RATHER THAN TRENCHED.
19. FERTILIZATION: PROVIDE FERTILIZER UNIFORM IN COMPOSITION, DRY, AND IN A FREE FLOWING CONDITION FOR APPLICATION BY SUITABLE EQUIPMENT, AND DELIVER IN UNOPENED BAGS OR CONTAINERS, EACH FULLY LABELED.
 - 19.1 FERTILIZER: TREES, SHRUBS, AND GROUND COVERS WITH "MELORANTITE" OR AN APPROVED COMPLETE FERTILIZER. APPLY "MELORANTITE" FERTILIZER AT THE FOLLOWING RATE:
 - 19.1.1 5.00 LBS. OR 14.30 CUPS / PALM
 - 19.1.2 3.00 LBS. OR 8.76 CUPS / 12-18" MATERIAL
 - 19.1.3 2.00 LBS. OR 5.80 CUPS / 6-12" MATERIAL
 - 19.1.4 0.80 LBS. OR 2.00 CUPS / 6-8" MATERIAL
 - 19.1.5 0.10 LBS. OR 0.20 CUPS / 2-5" CAL. MATERIAL
 - 19.1.6 0.10 LBS. OR 0.14 CUPS / 1-5" CAL. MATERIAL
 - 19.1.7 FERTILIZER, TURF COMPATIBLE WITH THE STATE FERTILIZER LAWS. THE FERTILIZER SHALL BE CHEMICALLY DESIGNATED WITH 12-8-8. PROVIDE AT LEAST 50% OF THE PHOSPHORIC ACID FROM NORMAL SOURCE PROVIDING A MINIMUM OF TWO UNITS OF SULFUR. THE AMOUNTS OF SULFUR AND ALL OTHER CHEMICALS SHALL BE INDICATED ON THE QUANTITATIVE ANALYSIS CARD ATTACHED TO THE UNOPENED BAG.
 - 19.1.8 THE USE OF FERTILIZER IS PROHIBITED WITHIN 20 FEET OF THE ORDINARY HIGH-WATER LEVEL OR A SEAWALL.
20. SOIL PREPARATION AND SOIL MIX:
 - 20.1 CONTRACTOR TO ENSURE TOTAL WEED ERADICATION. ANY HERBICIDE APPLIED SHALL BE BY A LICENSED PEST AND CONTROL OPERATOR OF LAWN AND ORNAMENTAL. APPROVED HERBICIDE SHALL BE APPLIED ACCORDING TO MANUFACTURER'S RATE, AND SPECIFICATION WITHIN LIMITS OF ALL AREAS TO BE PLANTED. PROTECT EXISTING PLANTS TO REMAIN FROM OVERSPRAY OR SPRAY WITHIN ROOT ZONE.
 - 20.2 BEFORE PLACING TOPSOIL, RAKE SUBSOIL SURFACE CLEAR OF STONES (1 INCH DIAMETER AND LARGER), DEBRIS, RUBBISH, REMAINS OF REMOVED PLANT MATERIAL, AND ALL REMAINING CONSTRUCTION DEBRIS TO A DEPTH OF 6". CONTAMINATED SOILS SHALL BE REMOVED AND REPLACED TO THEIR FULL DEPTHS AND EXTENTS.
 - 20.3 SCARIFY BURNED TO A DEPTH OF 3 INCHES.

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- 20.4 A LICENSED PEST AND CONTROL OPERATOR OF LAWN AND ORNAMENTAL SHALL APPLY APPROVED, PRE-EMERGENT HERBICIDE IN ACCORDANCE WITH THE MANUFACTURER'S RATE AND SPECIFICATIONS.
- 20.5 PLANTING LANDSCAPE BEDS (SHRUBS AND GROUNDCOVERS): ALL LANDSCAPE BEDS TO BE MULCHED SHALL BE ROUGH GRADED TO AN ELEVATION OF 16 TO 17 INCHES BELOW THE TOP OF ADJACENT HARDSCAPE OR FINAL FINISHED GRADE TO PROVIDE ROUGH 12 INCHES OF BACKFILL MIXTURE, 3 INCHES OF MULCH WITH A 2 INCHES DEPTH ON THE CURB, ADJACENT SIDEWALK, OR OTHER HARDSCAPE FEATURE. SEE LANDSCAPE PLANS FOR LOCATION OF LANDSCAPE BEDS AND SOIL AREAS. IF NECESSARY, THE GENERAL CONTRACTOR AND LANDSCAPE CONTRACTOR SHALL COORDINATE THE INSTALLATION AND GRADING OF TOPSOIL. SEE SPECIFICATIONS FOR BACKFILL MIXTURE.
- 20.6 PLANTING LAWNS: BODED AREAS SHALL BE ROUGH GRADED TO AN ELEVATION 5 TO 6 INCHES BELOW THE TOP OF THE ADJACENT HARDSCAPE OR FINAL FINISHED GRADE TO ALLOW FOR 4 INCHES OF COMPACTED BACKFILL MIXTURE AND 1 INCH TO 1.5 INCHES OF SOIL. SEE LANDSCAPE PLANS FOR LOCATION OF LANDSCAPE BEDS AND SOIL AREAS. IF NECESSARY, THE GENERAL CONTRACTOR AND LANDSCAPE CONTRACTOR SHALL COORDINATE THE INSTALLATION AND GRADING OF TOPSOIL. SEE SPECIFICATIONS FOR BACKFILL MIXTURE.
- 20.7 FINISH GRADE ALL PREPARED TOPSOIL AREAS TO A SMOOTH, EVEN SURFACE ASSURING POSITIVE DRAINAGE AWAY FROM THE STRUCTURES AND ELIMINATE ANY LOW AREAS WHICH MAY COLLECT WATER. SEE CIVIL GRADING PLANS.
- 20.8 BACKFILL MIXTURE:
 - 20.8.1 TREES, ROYAL PALMS, SHRUBS, GROUNDCOVERS, LAWNS, 1/2 SAND, 1/2 TOPSOIL, 1/2 PEAT HUMUS
 - 20.8.2 ALL OTHER PALMS: 3/4 SAND, 1/4 TOPSOIL
 - 20.8.3 SAND SHALL BE CLEAN, SILICA, SALT-FREE AND CONTAINING NO EXTRANEOUS MATTER.
 - 20.8.4 TOPSOIL SHALL BE FREE OF DELETERIOUS MATERIALS THAT WOULD BE HARMFUL TO PLANT GROWTH. SHALL BE FREE OF NEMATODES, SHALL BE OF UNIFORM QUALITY, AND SHALL BE FRAGILE FERTILE SOIL WITH REPRESENTATIVE CHARACTERISTICS OF AREA SOILS. IT SHOULD BE FREE OF HEAVY CLAY, SILT, STONE, EXCESS LIME, SHELL, ROCK, PLANT ROOTS, WEEDS, DEBRIS OR OTHER FOREIGN MATTER. IT SHALL NOT CONTAIN NOXIOUS PLANT GROWTH SUCH AS, BERBERIS, TORPEDO OR MUI ORGRASS. IT SHALL TEST BETWEEN THE PH RANGE OF 5.0 TO 6.5 UNLESS OTHERWISE SPECIFIED AND CONTAIN NO TOXIC RESIDUE OR SUBSTANCES THAT WOULD ENDANGER PLANT GROWTH. OBTAIN TOPSOIL ONLY FROM NATURALLY WELL-DRAINED SITES WHERE TOPSOIL OCCURS IN A DEPTH NOT LESS THAN 4".
 - 20.8.5 PEAT HUMUS SHALL BE DECOMPOSED PEAT WITH NO IDENTIFIABLE FIBERS OR IF AVAILABLE, MUCH MAY BE SUBSTITUTED AND SHALL BE FREE FROM STONES, EXCESSIVE PLANT ROOTS, DEBRIS OR OTHER FOREIGN MATTER. MUCH SHALL NOT BE OVERLY SATURATED WITH WATER. HUMUS SHALL BE OF GOOD QUALITY MATERIAL, DARK COLOR, OF HUMUS-LIKE QUALITY, AND HAVE PLEASANT SOIL SMELL.
 - 20.8.6 BACKFILL MIX SAMPLES AND LABORATORY SOIL TESTS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT OF RECORD FOR APPROVAL. CONTRACTOR SHALL TAKE RESPONSIBILITY FOR PERFORMING PERCOLATION TESTS PRIOR TO BACKFILLING WITH APPROVED PLANTING SOIL.
 21. MULCH: ALL MULCH BED QUANTITIES TO BE DETERMINED BY CONTRACTOR. CONTRACTOR SHALL MULCH ALL PLANT MATERIAL THROUGHOUT AND COMPLETELY TO A THREE (3) INCH DEPTH WITH CLEAN, WEED FREE MELALEUCA WOOD CHIPS. PLANT BEDS WITHIN STORMWATER BASINS SHALL BE MULCHED WITH PINE STRAW MULCH.
 22. TREE PROTECTION: PROTECT ALL TREES AND PALMS TO REMAIN WITH TREE BARRICADES. IMMEDIATELY FOLLOWING VEGETATION REMOVAL, EXISTING MULCH GREATER THAN 3 TO 4 INCHES SHALL BE PROTECTED FROM EROSION AS REQUIRED BY LOCAL CODE. THE FOLLOWING ACTIVITIES ARE PROHIBITED WITHIN THE BARRICADED AREA: VEHICULAR AND PEDESTRIAN TRAFFIC, STORAGE OF CONSTRUCTION MATERIALS, PLACEMENT OF EXCAVATED MATERIALS OR TRASH, AND ANY ACTIVITIES THAT MAY DISTURB THE ROOT SYSTEM WITHIN THE BARRICADED AREA.
 - 22.1 ALL REQUIRED TREE REMOVAL OR RELOCATION PERMITS SHALL BE PROCURED BY CONTRACTOR, PRIOR TO COMMENCEMENT OF WORK.
 - 22.2 ALL PROTECTED TREES SHALL BE TRIMMED IN A MANNER CONSISTENT WITH THE "AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS, ANSI A300, CURRENT EDITION".
 23. MAINTENANCE: THE CONTRACTOR IS RESPONSIBLE FOR COMPLETE MAINTENANCE OF ALL PROPOSED PLANTING AREAS (INCLUDING WATERING, SPRAYING, MULCHING, MOWING, FERTILIZING, ETC.) THROUGHOUT THE ENTIRE COURSE OF THE PROJECT. LANDSCAPE CONTRACTOR SHALL CLEAN THE WORK AREAS AT THE END OF EACH WORKING DAY. RUBBISH AND DEBRIS SHALL BE COLLECTED AND DEPOSITED OFF-SITE DAILY. ALL MATERIALS, PRODUCTS, AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION AS DIRECTED BY OWNER'S REPRESENTATIVE.
 24. FINAL ACCEPTANCE: CONTRACTOR TO REQUEST INSPECTION OF PROJECT IN WRITING. IF ALL WORK IS SATISFACTORY AND COMPLETE IN ACCORDANCE WITH CONDITIONS OF CONTRACT DOCUMENTS, THEN THE OWNER AND LANDSCAPE ARCHITECT SHALL DECLARE SUBSTANTIALLY COMPLETE. SUBSTANTIAL COMPLETION CONTITUTES THE RESUMING OF THE GUARANTEE PERIOD.
 25. WARRANTY/GUARANTEE PERIOD: CONTRACTOR TO WARRANT AND GUARANTEE PLANT MATERIAL FOR A ONE (1) YEAR PERIOD FOLLOWING DATE OF SUBSTANTIAL COMPLETION. PRIOR TO ISSUING SUBSTANTIAL COMPLETION NOTICE THE CONTRACTOR SHALL SUBMIT TO THE OWNER COPIES OF AS-BUILT PLANS / DOCUMENTS AND COPIES OF AN ANNUALIZED MAINTENANCE AND OPERATION MANUAL, DETAILING ALL SCHEDULES, NURSERY PRACTICES, WATERING REQUIREMENTS, FERTILIZATION, TRIMMING, ETC. FOR ALL PLANT MATERIALS AND PLANT AREAS OF THE PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TREE STAKES AND GUY WIRES FROM TREES WHICH ARE ESTABLISHED AT THE END OF ONE (1) YEAR GUARANTEE PERIOD. TREES WHICH HAVE BEEN REPLACED SHALL REMAIN STAKED FOR ONE (1) FULL GROWING SEASON, AND THE OWNER SHALL BE RESPONSIBLE FOR REMOVING TREE STAKES AND GUY WIRES.

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**LEE ROAD
TOWNHOMES**
1800 LEE ROAD
WINTER PARK, FLORIDA

Designed by: **Christopher J. Anderson**
Registered Landscape Architect
LA0007058
**CONCEPTUAL LANDSCAPE PLAN
PRELIMINARY
CONDITIONAL USE SUBMITTAL**

NOT FOR CONSTRUCTION
THESE PLANS HAVE NOT BEEN APPROVED
BY THE GOVERNING AGENCY
AND ARE SUBJECT TO CHANGE.

REV. DATE DESCRIPTION
Date: **FEBRUARY 23, 2018**
Job No.: **2404**
Drawn By: **CJA**
Checked By: **CJA**

Sheet 1 of 1
**LANDSCAPE
NOTES**

Sheet No.
L3

1800 Lee Rd. Townhomes

City of Winter Park, Florida Parcel I.D. #
01-22-29-5224-00-006,007,010,045,086,087,089,091,109

for



by



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**Preliminary
Development Plan**

Coversheet

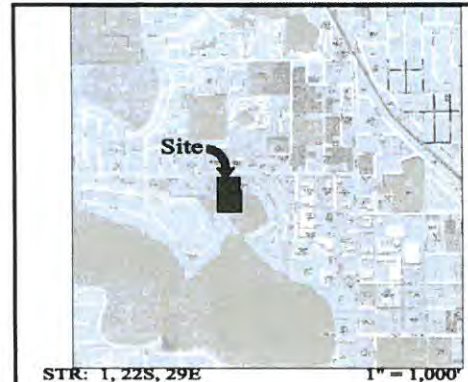
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Sanitary Sewer City of Winter Park 401 S. Park Ave. Winter Park, FL 32789 Ph: (407) 599-3230	Telephone BellSouth 1227 S. Division St. Orlando, FL 32801 Ph: (407) 237-3046
Garbage Disposal City of Winter Park 401 S. Park Ave. Winter Park, FL 32789 Ph: (407) 599-3230	Cable Bright House Networks 844 Magnolia Rd. Orlando, FL 34761 Ph: (407) 533-8309
	Gas Peoples Gas 400 W. Robinson St. Orlando, FL 32801 Ph: (407) 423-4442

Vicinity Map



Drawing Index

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1	Coversheet	02-22-15
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Please see all other sheets, legends, notes and related information.
GEOFFREY L. SUMMITT, P.E.
Date: February 22, 2015
P.E. Registration No. 18873
Certificate of Authorization 027660

Revisions	
No.	Description
1	
2	
3	
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5	
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SHEET NUMBER
1 OF 13

[illegible]

EXISTING SYMBOLS			
LINES			
	CENTER LINE		BUILDING LINE
	WIRE FENCE		CONTOURS
	CHAIN LINK FENCE		RAILROAD TRACKS
	WOOD FENCE		GAS MAIN
	GUARDRAIL		UNDERGROUND ELECTRIC
	EXISTING FLATS		UNDERGROUND TELEPHONE
	RETAINING WALL		OVERHEAD ELECTRIC
	RIGHT-OF-WAY LINE		OVERHEAD TELEPHONE
	SHORELINE		UNDERGROUND CABLE TELEVISION
	SWALE		EASEMENT
SANITARY			
	SANITARY SEWER LINE		FORCE MAIN
	CLEANOUT		MANHOLE
WATER & REUSE WATER			
	WATER MAIN 8" PUC PIPE		WATER VALVE
	REUSE WATER MAIN		FIRE HYDRANT
	BACKFLOW PREVENTOR		WATER METER
STORM DRAIN			
	STORM SEWER		FOOT TYPE 1 INLET
	MANHOLE		FOOT TYPE 2 INLET
	METERED END		FOOT TYPE 3 INLET
	STORM INLET		FOOT TYPE 4 INLET
	FOOT TYPE 5 INLET		
HIGHWAY & UTILITIES			
	BENCHMARK		GUY POLE
	RECOVERED 4 IN CH		WOOD UTILITY POLE
	SET 4 IN CH		CONCRETE UTILITY POLE
	SET IRON ROD		ELECTRIC MANHOLE
	RECOVERED IRON ROD		TELEPHONE MANHOLE
	CONCRETE		TELEPHONE RISER
	COUNTY ROADS		ELECTRIC BOX / TRANSFORMER
	INTERSTATE ROADS		WELL
	STATE ROADS		MONITORING WELL
	WOOD AND/OR METAL LIGHT POLE		DUMPSTER
	CONCRETE LIGHT POLE		RR CROSSING SIGN
	YARD LIGHT		RR CROSSING GATE
	MISCELLANEOUS SIGN		TRAFFIC SIGNAL POLE
	SECTION CORNER		SATELLITE DISH
	EDGE OF PAVEMENT AND CURB		GUY WIRE
	EDGE OF PAVEMENT		HAMMOCK PARKING
			SPOT ELEVATION

PROPOSED SYMBOLS

LINES

	BOUNDARY
	CONSERVATION SETBACK
	CENTER LINE
	CHAIN LINE FENCE
	CONTOUR
	EASEMENT
	FENCE
	QUARTER RAIL
	LOT LINE
	PROPERTY LINE
	RETAINING WALL
	RIGHT OF WAY LINE
	SETBACK LINE
	SHORELINE
	TIE LINE

SANITARY

	100 LF SAN 8\"/>
	CLEANOUT
	DOUBLE SANITARY SERVICE
	FORCE MAIN
	MANHOLE

WATER & REUSE WATER

	WATER MAIN
	11 1/2\"/>
	22 1/2\"/>
	45\"/>
	60\"/>
	TEE
	CROSS
	CHECK VALVE
	DOUBLE DETECTOR CHECK VALVE
	DOUBLE WATER SERVICE
	GATE VALVE
	FIRE HYDRANT
	HYDRANT
	REDUCER
	BLOWOFF
	BACKFLOW PREVENTER
	SAMPLE POINT
	UNDERDRAIN CLEANOUT
	RECLAIMED WATER MAIN
	REUSE WATER SYSTEM CONNECTION
	DOUBLE REUSE WATER SERVICE

STORM DRAIN

	100 LF STS 24 RCP @ 0.20%
	100 LFMAN FEET STORM PIPE 24\"/>
	UNDERDRAIN 6\"/>
	DRAINAGE FLOW DIRECTION
	FOOT INLET TYPE 1
	FOOT INLET TYPE 2
	FOOT INLET TYPE 3
	FOOT INLET TYPE 4
	FOOT INLET TYPE 5
	FOOT INLET TYPE 6
	MANHOLE
	MITERED END SECTION
	SLOPE DIRECTION ARROW FOR POND SIDE SLOPE
	SPOT ELEVATION
	STORM INLET

HIGHWAY & UTILITIES

	BOUND CORNER
	CONCRETE
	COUNTY ROADS
	DETAIL REFERENCE
	CULVERT END
	FINISHED FLOOR ELEVATION W/10' MAX LOT TYPE
	GUY POLE
	HANDICAP PARKING
	INTERSTATE ROADS
	LIGHT POLE
	SIGNS
	SECTION CORNER
	STATE ROADS
	SALT FENCE
	TRAFFIC FLOW PAVEMENT MARKING
	UTILITY POLE
	BLDG OR STRUCTURE
	TYPE F CURB & GUTTER
	MIAMI CURB
	CROSS SECTION DETAIL

G L SUMMITT
ENGINEERING INC.

Office: Lake Mary

3667 Blomquist Place

Lake Mary, Florida 32746

Phone: 407-323-0708

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www.glsmit.com

ICON Residential, Inc.

2190 Belcher Rd. S.

Suite B

Largo, FL 33771

(813) 541-1821

1800 Lee Road

Townhomes

City of Winter Park, Florida

Preliminary

Development Plan

Symbols

&

Abbreviations

Please see valid address legend, District and Standard tables.

JOSEPH L. RUMMELT, P.E.
Date: February 24, 2015
P.E. Registration #9977
Certificate of Professional Status

Revisions

#	DATE	DESCRIPTION
1	-	-
2	-	-
3	-	-
4	-	-
5	-	-
6	-	-
7	-	-
8	-	-
9	-	-
10	-	-

SHEET NUMBER

2 OF 13



**1800 Lee Road
Townhomes**
City of Winter Park, Florida

Preliminary Development Plan

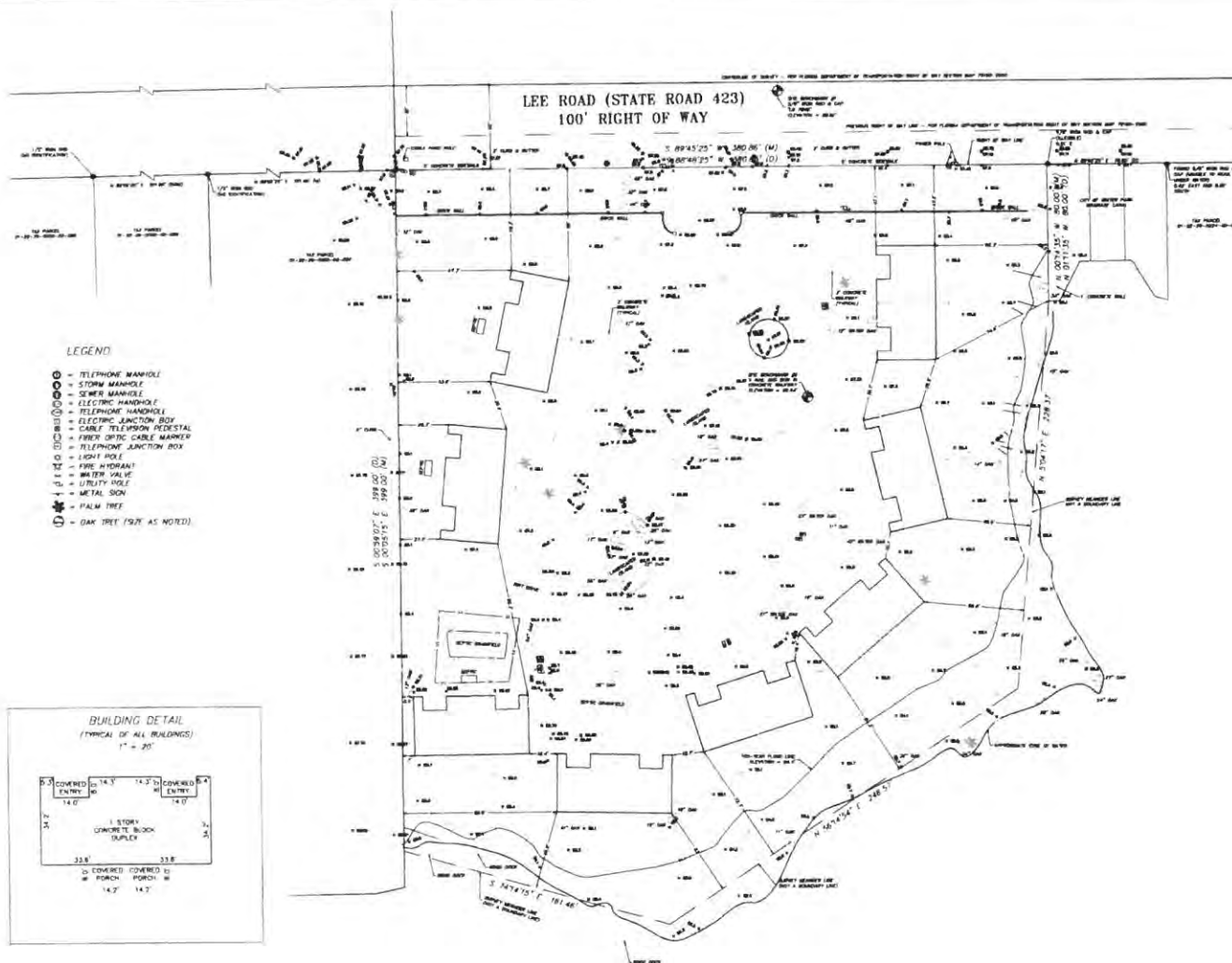
Symbols & Abbreviations

Please send valid evidence signed,
Dated and sealed below.

JOSEPH L. SUMMITT, P.R.
Date: February 23, 2015
FL Registration #087773
Certificate of Authentication #294665

Revisions		
NO.	DATE	DESCRIPTION
1	11/11/11	11/11/11
2	11/11/11	11/11/11
3	11/11/11	11/11/11
4	11/11/11	11/11/11
5	11/11/11	11/11/11
6	11/11/11	11/11/11
7	11/11/11	11/11/11
8	11/11/11	11/11/11
9	11/11/11	11/11/11
10	11/11/11	11/11/11

SHEET NUMBER
2 OF 13



LEGAL DESCRIPTION:

Begin at the Point of Intersection of the South line of Lee Road (State Road 423) and the West line of Lot 1, LORO'S SUBDIVISION, as recorded in Plat Book P, Page 88, Public Records of Orange County, Florida; thence run South 00°59'07" East along said West line of Lot 1, a distance of 380 feet, more or less, to the water's edge of Lee Highway thence run East and North along said water's edge and the westerly edge of a canal, a distance of 853 feet, more or less, to the Southwest corner of Orange County Parcel recorded in Official Records Book 2722, Page 432, Public Records of Orange County, Florida; thence run North 01°11'25" West along the West line of said Parcel a distance of 80.00 feet to a point on the Southwesterly Right of Way line of abutted Lee Road (State Road 423); thence South 88°48'25" West, along said Right of Way line a distance of 380.00 feet to the Point of Beginning.

NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF 88°45'25" W ALONG THE SOUTH RIGHT OF WAY LINE OF LEE ROAD, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY SECTION MAP 75180-2502.
2. ELEVATIONS DEPICTED HEREON ARE BASED ON ORANGE COUNTY DATUM, REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, DIMENSIONS, ADJUNCTIONS OR OTHER INSTRUMENTS OF RECORD.
4. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED.
5. WETLAND AREAS WERE NOT ADDRESSED AS PART OF THIS SURVEY.
6. THE SURVEY MEANDER LINE DEPICTED HEREON IS FOR MATHEMATICAL CLOSURE ONLY, AND NOT INTENDED TO BE USED AS A BOUNDARY LINE.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 547.050-052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

RALPH THOMAS SNOW
FLORIDA LICENSED SURVEYOR & MAPPER NO. 5561

DATE

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

REVISIONS				DRAWN	CHECKED	DATE	BY	DATE	PROJECT NO.	SCALE	SHEET NO.
NO.	DATE	DESCRIPTION	BY								
1									15-001	1"=30'	1 OF 1
2											
3											
4											
5											
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7											
8											
9											
10											

RALPH THOMAS SNOW, PSM

2000 SOUTH HAVEN DRIVE, LAKELAND, FL 33809
TEL: 888.888.8888
WWW.RTHSNOW.COM

SECTION 1, TOWNSHIP 22
SOUTH, RANGE 29 EAST,
ORANGE COUNTY, FLORIDA

BOUNDARY & TOPOGRAPHIC SURVEY
FOR
SUMMIT ENGINEERING

TYPE		FIELD DATE		PROJECT NO. 15-001	1 OF 1
SKETCH		02/02/2015			
DRAWING DATE	BY	APPROVED		SCALE 1"=30'	
2/3/2015	GLG	RTS			

EROSION & SEDIMENT CONTROL NOTES (con't)

[illegible][illegible]

12. CONTRAST FOR SMALL, MACHINES & COPY OF THE SURVEY AT THE SITE INVOLVING THE PLANT IN PROJECT INITIATION TO THE (DATE OF FINAL TELETYPE COPY).

[illegible]

CONTRACTOR TO VERIFY INCREASED SEWERAGE CAPACITY IN UTILITY (SUTS).

FREQUENTLY: FOUR DAILY, WITH AT LEAST 8 HOUR BONE INTERVAL, DURING ALL NIGHT

[illegible]

A SUMMARY OF CONCEPTS DATED AFTER COMPLETION OF CONSTRUCTION, ALL MONITORING DATA SHALL BE READ AND RECORDED DAILY, AND SUBMITTED TO THE OFFICE AT THE OFFICE REPRESENTATIVE (O.R.) BY 8:00 P.M. EACH FRIDAY IF AT ANY TIME THE TURBIDITY READING EXCEEDED BY MORE THAN 10 NITS, ALL CONSTRUCTION ACTIVITIES SHALL BE HALTED. A SUMMARY REPORT DATED TO THE OFFICE MUST BE SUBMITTED TO THE OFFICE BY THE OFFICE REPRESENTATIVE. THE SUMMARY REPORT SHALL ALSO INCLUDE THE FOLLOWING INFORMATION FOR EACH SAMPLE:

1. TIME OF DAY SAMPLES WERE TAKEN
2. DEPTH OF WATER BODY
3. DEPTH OF SAMPLES
4. ANTECEDENT WEATHER CONDITIONS
5. WIND DIRECTION AND VELOCITY, AND
6. SAMPLE LOCATION MAP

COLLECTIVE ACTION. FUNDAMENTAL MEASURES WILL BE TAKEN IMMEDIATELY TO CORRECT THE PROBLEM. ACTIVITIES WILL BE STOPPED ONLY WITH THE CONFIRMATION FROM EXPERT STAFF THAT THE SITUATION HAS BEEN RESOLVED.



SITE DATA

1. Site is located in Section 1, Township 22 South, Range 28 East, Collier County, Florida.
2. Current Zoning: S-1.
3. Current Future Land Use: Lake Mary Residential.
4. Site contains 0.41 acres more or less (47,378.540 square feet).
5. Total Developable Area: 0.41 ac. ± 3.76 ac. (Water) 0 ac. (Wetland) 1.32 ac.
6. Existing Use: Residential Single-Family Attached Single-Family Residential.
7. Total Number of Proposed Single-Family Units: 30.
8. Residential Density: 30 Single-Family Units / 2.08 acres ± 5.84 units/acre.
9. Proposed School Age Population: 10 Single-Family Units ± (0.41) ± 12 students.
10. Proposed Maximum Lot Size: 1,400 sq. ft. Single-Family Attached Townhome.
11. Proposed Minimum Lot Size: 1,000 sq. ft. Single-Family Attached Townhome.
12. Proposed Minimum Lot Width: 21 ft. Single-Family Attached Townhome.
13. Proposed Minimum Lot Depth: 33 ft. Single-Family Attached Townhome.
14. Proposed Minimum Lot Area: 330 sq. ft. Single-Family Attached Townhome.
15. Proposed Minimum Lot Shape: 30% / 2.08 ac. Single-Family Attached Townhome.
16. Proposed Minimum Lot Shape: 30% / 2.08 ac. Single-Family Attached Townhome.
17. Proposed Minimum Lot Shape: 30% / 2.08 ac. Single-Family Attached Townhome.
18. Proposed Minimum Lot Shape: 30% / 2.08 ac. Single-Family Attached Townhome.
19. Proposed Minimum Lot Shape: 30% / 2.08 ac. Single-Family Attached Townhome.
20. Proposed Minimum Lot Shape: 30% / 2.08 ac. Single-Family Attached Townhome.
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29. Proposed Minimum Lot Shape: 30% / 2.08 ac. Single-Family Attached Townhome.
30. Proposed Minimum Lot Shape: 30% / 2.08 ac. Single-Family Attached Townhome.

12. Minor alteration of the floodplain is anticipated with the proposed construction.
13. Fire flow shall be provided according to the following:
 - a. Single-Family Townhomes: 1,500 gpm @ 20 psi (Per FPPC 210 Chapter 18 & Annex 1)

14. Water, Sanitary Sewer and solid waste disposal services will be provided by City of Winter Park.
15. Site will connect to water and gravity sewer located on Lee Road and Ponce de Leon Drive.
16. Blue reflections to be installed in streets adjacent to all fire hydrants as per City of Orlando (1) and Fire Department.
17. All traffic markings shall be in accordance with City of Winter Park and FDOT roadway specifications.
18. Project to be constructed in single phase. This will include infrastructure and first building. Additional buildings will be constructed as market conditions dictate.
19. Sidewalks will be provided internally and adjacent to all roadways.
20. On-site drainage system will be privately owned and maintained by the HOA.
21. Open Space Breakdown:
 - Open Space Required: 0.41 ac. At least 35% of net developable area (2.24 ac.)

Tract	Category	Tract Area	Open Space	Open Space Percentage
A	Common Area	1.96 ac.	1.18 ac.	60.20%
B	Water Area	3.36 ac.	1.68 ac.	50.00%
Totals		0.20 ac.	2.88 ac. (44.62% of developable area)	

22. Trip Generation:
 - Single-Family Residential: 30 units @ 9.5 trips per day = 285 ADT
23. Required Off-Street Parking:
 - Number of Units: 30
 - Required Parking Spaces: 60 (2 spaces per unit)
 - Provided Parking Spaces: 60 (space spaces) + 12 (on-street spaces)
24. Living Area to be defined as that area served by a 1-VAC system.
25. All external HVAC equipment shall be placed on one side of building only.
26. Proposed Finished Floor grades are expected to be 12" minimum above property line grade.
27. No trees are located on-site. See Landscape Plan for proposed trees & plantings.
28. Water distribution system design and fire hydrant layout shall meet the requirements in Annex 14 & Annex 2 of FPPC 1, 2003 edition.
29. On-site billboards are prohibited.
30. Street Lighting shall be in accordance with City of Winter Park subdivision regulations. All lighting will be owned and maintained by HOA and/or City of Winter Park.

LEE ROAD (ESTATE ROAD 1231)
100' RIGHT OF WAY
S.R. 423 "LEE ROAD" (100' RIGHT-OF-WAY)

FUTURE LAND USE: ROADWAY
ZONING: N/A
EXISTING USE: ROADWAY

FUTURE LAND USE: OFFICE/PROFESSIONAL
ZONING: O-2
EXISTING USE: LEE WORLD CENTER

FUTURE LAND USE: OFFICE PROFESSIONAL
ZONING: O-2
EXISTING USE: ANDEREN BANK

FUTURE LAND USE: CONSERVATION
ZONING: CON
EXISTING USE: LAKE KILLARNEY

FUTURE LAND USE: CONSERVATION
ZONING: CON
EXISTING USE: LAKE KILLARNEY

FUTURE LAND USE: CONSERVATION
ZONING: CON
EXISTING USE: LAKE KILLARNEY

SOILS LEGEND:

BASINGER FINE SANDS
CANDLER-URBAN LAND COMPLEX
SMYRNA-URBAN LAND COMPLEX
TAVARES-URBAN LAND COMPLEX
WATER

TRACT	TRACT TYPE	AREA (Ac.)	TRACT INDICATED TO	BASEMENT INDICATED TO
A	Common Area/Alleyway or Stormwater/Stormwater	1.960	HOA	City of Winter Park
B	Water Area	3.360	HOA	City of Winter Park

GRAPHIC SCALE



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ICON Residential, Inc.
2190 Belcher Rd. S
Suite B
Largo, FL 33771
(813) 541-1821

**1800 Lee Road
Townhomes**
City of Winter Park, Florida

**Preliminary
Development Plan**

**Overall
Site Plan**

Plan and title subject to change without notice.
GEOFFREY L. SUMMITT, P.E.
Date: February 23, 2015
FL Registration #8777
Certificate of Registration #29460

Revisions

No.	Date	Description
1		
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SHEET NUMBER
5 OF 13

[illegible][illegible]

1. REPRODUCTION - REPRODUCTION IS NECESSARY FOR THE SURVIVAL OF THE SPECIES.

2. ADAPTATION - ADAPTATION OF AN INDIVIDUAL TO ITS ENVIRONMENT IS CALLED ADAPTATION. IT IS THE PROCESS BY WHICH AN INDIVIDUAL BECOMES BETTER SUITED TO ITS ENVIRONMENT.

3. EVOLUTION - EVOLUTION IS THE PROCESS BY WHICH THE FORM OF AN ORGANISM CHANGES OVER TIME. IT IS THE RESULT OF THE INTERACTION OF SEVERAL FACTORS, INCLUDING NATURAL SELECTION, GENETIC DRIFT, AND MUTATION.

4. GENETICS - GENETICS IS THE STUDY OF THE INHERITANCE OF TRAITS. IT IS THE SCIENCE OF THE GENES AND HOW THEY ARE PASSED ON FROM PARENTS TO OFFSPRING.

5. CELL BIOLOGY - CELL BIOLOGY IS THE STUDY OF THE STRUCTURE AND FUNCTION OF CELLS. IT IS THE SCIENCE OF THE BUILDING BLOCKS OF LIFE.

6. MOLECULAR BIOLOGY - MOLECULAR BIOLOGY IS THE STUDY OF THE MOLECULAR BASIS OF LIFE. IT IS THE SCIENCE OF THE MOLECULES THAT MAKE UP THE BODY AND THE WAY THEY INTERACT.

7. PHYSIOLOGY - PHYSIOLOGY IS THE STUDY OF THE FUNCTIONS OF THE BODY. IT IS THE SCIENCE OF THE WAY THE BODY WORKS.

8. ANATOMY - ANATOMY IS THE STUDY OF THE STRUCTURE OF THE BODY. IT IS THE SCIENCE OF THE PARTS OF THE BODY AND HOW THEY ARE RELATED TO EACH OTHER.

9. IMMUNOLOGY - IMMUNOLOGY IS THE STUDY OF THE IMMUNE SYSTEM. IT IS THE SCIENCE OF THE WAY THE BODY DEFENDS ITSELF AGAINST DISEASE.

10. PATHOLOGY - PATHOLOGY IS THE STUDY OF DISEASE. IT IS THE SCIENCE OF THE CAUSES, EFFECTS, AND PREVENTION OF DISEASE.

11. PHARMACOLOGY - PHARMACOLOGY IS THE STUDY OF DRUGS. IT IS THE SCIENCE OF THE WAY DRUGS AFFECT THE BODY AND HOW THEY CAN BE USED TO TREAT DISEASE.

12. TOXICOLOGY - TOXICOLOGY IS THE STUDY OF POISONS. IT IS THE SCIENCE OF THE WAY POISONS AFFECT THE BODY AND HOW THEY CAN BE DETECTED AND TREATED.

13. PSYCHOLOGY - PSYCHOLOGY IS THE STUDY OF THE MIND. IT IS THE SCIENCE OF THE WAY THE MIND WORKS AND HOW IT IS RELATED TO THE BODY.

14. BEHAVIORAL SCIENCE - BEHAVIORAL SCIENCE IS THE STUDY OF BEHAVIOR. IT IS THE SCIENCE OF THE WAY WE ACT AND HOW IT IS RELATED TO THE MIND AND THE BODY.

15. ENVIRONMENTAL SCIENCE - ENVIRONMENTAL SCIENCE IS THE STUDY OF THE ENVIRONMENT. IT IS THE SCIENCE OF THE WAY THE ENVIRONMENT AFFECTS US AND HOW WE CAN PROTECT IT.

16. CLIMATE SCIENCE - CLIMATE SCIENCE IS THE STUDY OF CLIMATE. IT IS THE SCIENCE OF THE WAY THE CLIMATE CHANGES AND HOW IT AFFECTS US.

17. ASTRONOMY - ASTRONOMY IS THE STUDY OF THE UNIVERSE. IT IS THE SCIENCE OF THE STARS, PLANETS, AND OTHER CELESTIAL BODIES.

18. COSMOLOGY - COSMOLOGY IS THE STUDY OF THE ORIGIN AND EVOLUTION OF THE UNIVERSE. IT IS THE SCIENCE OF THE WAY THE UNIVERSE BECAME WHAT IT IS TODAY.

19. PHYSICS - PHYSICS IS THE STUDY OF MATTER AND ENERGY. IT IS THE SCIENCE OF THE LAWS THAT GOVERN THE PHYSICAL WORLD.

20. CHEMISTRY - CHEMISTRY IS THE STUDY OF MATTER AND ITS PROPERTIES. IT IS THE SCIENCE OF THE WAY ATOMS AND MOLECULES INTERACT.

21. BIOLOGY - BIOLOGY IS THE STUDY OF LIFE. IT IS THE SCIENCE OF THE WAY LIVING ORGANISMS FUNCTION AND EVOLVE.

22. SCIENCE - SCIENCE IS THE STUDY OF THE NATURAL WORLD. IT IS THE SCIENCE OF THE WAY WE CAN UNDERSTAND THE WORLD AROUND US.

23. TECHNOLOGY - TECHNOLOGY IS THE APPLICATION OF SCIENCE TO THE REAL WORLD. IT IS THE SCIENCE OF THE WAY WE CAN USE SCIENCE TO IMPROVE OUR LIVES.

24. INNOVATION - INNOVATION IS THE CREATION OF NEW IDEAS OR PRODUCTS. IT IS THE SCIENCE OF THE WAY WE CAN THINK OUTSIDE THE BOX.

25. CREATIVITY - CREATIVITY IS THE ABILITY TO THINK OF NEW IDEAS. IT IS THE SCIENCE OF THE WAY WE CAN BE CREATIVE.

26. IMAGINATION - IMAGINATION IS THE ABILITY TO VISUALIZE THINGS THAT ARE NOT REAL. IT IS THE SCIENCE OF THE WAY WE CAN IMAGINE.

27. ART - ART IS THE EXPRESSION OF IDEAS OR FEELINGS. IT IS THE SCIENCE OF THE WAY WE CAN CREATE BEAUTY.

28. MUSIC - MUSIC IS THE ART OF SOUND. IT IS THE SCIENCE OF THE WAY WE CAN CREATE HARMONY.

29. DANCE - DANCE IS THE ART OF MOVEMENT. IT IS THE SCIENCE OF THE WAY WE CAN EXPRESS OURSELVES.

30. THEATRE - THEATRE IS THE ART OF ACTING. IT IS THE SCIENCE OF THE WAY WE CAN TELL A STORY.

31. LITERATURE - LITERATURE IS THE ART OF WRITING. IT IS THE SCIENCE OF THE WAY WE CAN COMMUNICATE.

32. LANGUAGE - LANGUAGE IS THE SYSTEM OF COMMUNICATION. IT IS THE SCIENCE OF THE WAY WE CAN SPEAK.

33. WRITING - WRITING IS THE ART OF PUTTING THINGS DOWN ON PAPER. IT IS THE SCIENCE OF THE WAY WE CAN RECORD OUR THOUGHTS.

34. READING - READING IS THE ART OF LOOKING AT WORDS AND UNDERSTANDING THEM. IT IS THE SCIENCE OF THE WAY WE CAN LEARN FROM BOOKS.

35. TEACHING - TEACHING IS THE ART OF HELPING OTHERS LEARN. IT IS THE SCIENCE OF THE WAY WE CAN PASS ON KNOWLEDGE.

36. LEARNING - LEARNING IS THE PROCESS OF GAINING KNOWLEDGE. IT IS THE SCIENCE OF THE WAY WE CAN IMPROVE OURSELVES.

37. KNOWLEDGE - KNOWLEDGE IS THE COLLECTION OF INFORMATION. IT IS THE SCIENCE OF THE WAY WE CAN USE INFORMATION TO MAKE DECISIONS.

38. WISDOM - WISDOM IS THE ABILITY TO USE KNOWLEDGE TO MAKE GOOD DECISIONS. IT IS THE SCIENCE OF THE WAY WE CAN LIVE A GOOD LIFE.

39. PHILOSOPHY - PHILOSOPHY IS THE STUDY OF THE FUNDAMENTALS OF EXISTENCE. IT IS THE SCIENCE OF THE WAY WE CAN UNDERSTAND OURSELVES AND THE WORLD.

40. RELIGION - RELIGION IS THE BELIEF IN GOD OR GODS. IT IS THE SCIENCE OF THE WAY WE CAN CONNECT WITH THE DIVINE.

41. SPIRITUALITY - SPIRITUALITY IS THE SEARCH FOR MEANING AND PURPOSE. IT IS THE SCIENCE OF THE WAY WE CAN FIND OURSELVES.

42. ETHICS - ETHICS IS THE STUDY OF MORALS. IT IS THE SCIENCE OF THE WAY WE CAN LIVE A GOOD LIFE.

43. MORALS - MORALS ARE THE PRINCIPLES THAT GUIDE OUR BEHAVIOR. IT IS THE SCIENCE OF THE WAY WE CAN BE GOOD PEOPLE.

44. VALUES - VALUES ARE THE BELIEFS THAT INFLUENCE OUR DECISIONS. IT IS THE SCIENCE OF THE WAY WE CAN LIVE A GOOD LIFE.

45. CHARACTER - CHARACTER IS THE QUALITY OF BEING TRUSTWORTHY. IT IS THE SCIENCE OF THE WAY WE CAN BE A GOOD PERSON.

46. PERSONALITY - PERSONALITY IS THE QUALITY OF BEING UNIQUE. IT IS THE SCIENCE OF THE WAY WE CAN BE OURSELVES.

47. IDENTITY - IDENTITY IS THE QUALITY OF BEING WHO YOU ARE. IT IS THE SCIENCE OF THE WAY WE CAN FIND OURSELVES.

48. SELF - SELF IS THE QUALITY OF BEING AWARE OF YOURSELF. IT IS THE SCIENCE OF THE WAY WE CAN KNOW OURSELVES.

49. CONSCIOUSNESS - CONSCIOUSNESS IS THE QUALITY OF BEING AWARE OF YOUR SURROUNDINGS. IT IS THE SCIENCE OF THE WAY WE CAN EXPERIENCE THE WORLD.

50. UNCONSCIOUS - UNCONSCIOUS IS THE QUALITY OF BEING AWARE OF YOUR FEELINGS. IT IS THE SCIENCE OF THE WAY WE CAN UNDERSTAND OURSELVES.

51. EMOTIONS - EMOTIONS ARE THE FEELINGS THAT WE EXPERIENCE. IT IS THE SCIENCE OF THE WAY WE CAN FEEL.

52. FEELINGS - FEELINGS ARE THE REACTIONS THAT WE HAVE TO THINGS. IT IS THE SCIENCE OF THE WAY WE CAN FEEL.

53. ATTITUDES - ATTITUDES ARE THE WAYS OF THINKING THAT WE HAVE. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

54. OPINIONS - OPINIONS ARE THE THOUGHTS THAT WE HAVE. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

55. IDEAS - IDEAS ARE THE THINGS THAT WE THINK ABOUT. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

56. THEORY - THEORY IS A SYSTEM OF IDEAS. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

57. HYPOTHESIS - HYPOTHESIS IS A PROPOSITION THAT CAN BE TESTED. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

58. EXPERIMENT - EXPERIMENT IS A TEST OF A HYPOTHESIS. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

59. RESULTS - RESULTS ARE THE OUTCOMES OF AN EXPERIMENT. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

60. CONCLUSIONS - CONCLUSIONS ARE THE RESULTS OF AN EXPERIMENT. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

61. DISCUSSION - DISCUSSION IS THE EXCHANGE OF IDEAS. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

62. DEBATE - DEBATE IS THE EXCHANGE OF OPINIONS. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

63. ARGUMENT - ARGUMENT IS THE EXCHANGE OF IDEAS. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

64. REASONING - REASONING IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

65. THOUGHT - THOUGHT IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

66. IMAGINATION - IMAGINATION IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

67. CREATIVITY - CREATIVITY IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

68. INNOVATION - INNOVATION IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

69. DISCOVERY - DISCOVERY IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

70. INVENTION - INVENTION IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

71. DEVELOPMENT - DEVELOPMENT IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

72. GROWTH - GROWTH IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

73. PROGRESS - PROGRESS IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

74. ACHIEVEMENT - ACHIEVEMENT IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

75. SUCCESS - SUCCESS IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

76. FAILURE - FAILURE IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

77. DEFEAT - DEFEAT IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

78. LOSS - LOSS IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

79. GAIN - GAIN IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

80. WISDOM - WISDOM IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

81. KNOWLEDGE - KNOWLEDGE IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

82. UNDERSTANDING - UNDERSTANDING IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

83. CLARITY - CLARITY IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

84. CONFIDENCE - CONFIDENCE IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

85. TRUST - TRUST IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

86. FAITH - FAITH IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

87. HOPE - HOPE IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

88. CHARITY - CHARITY IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

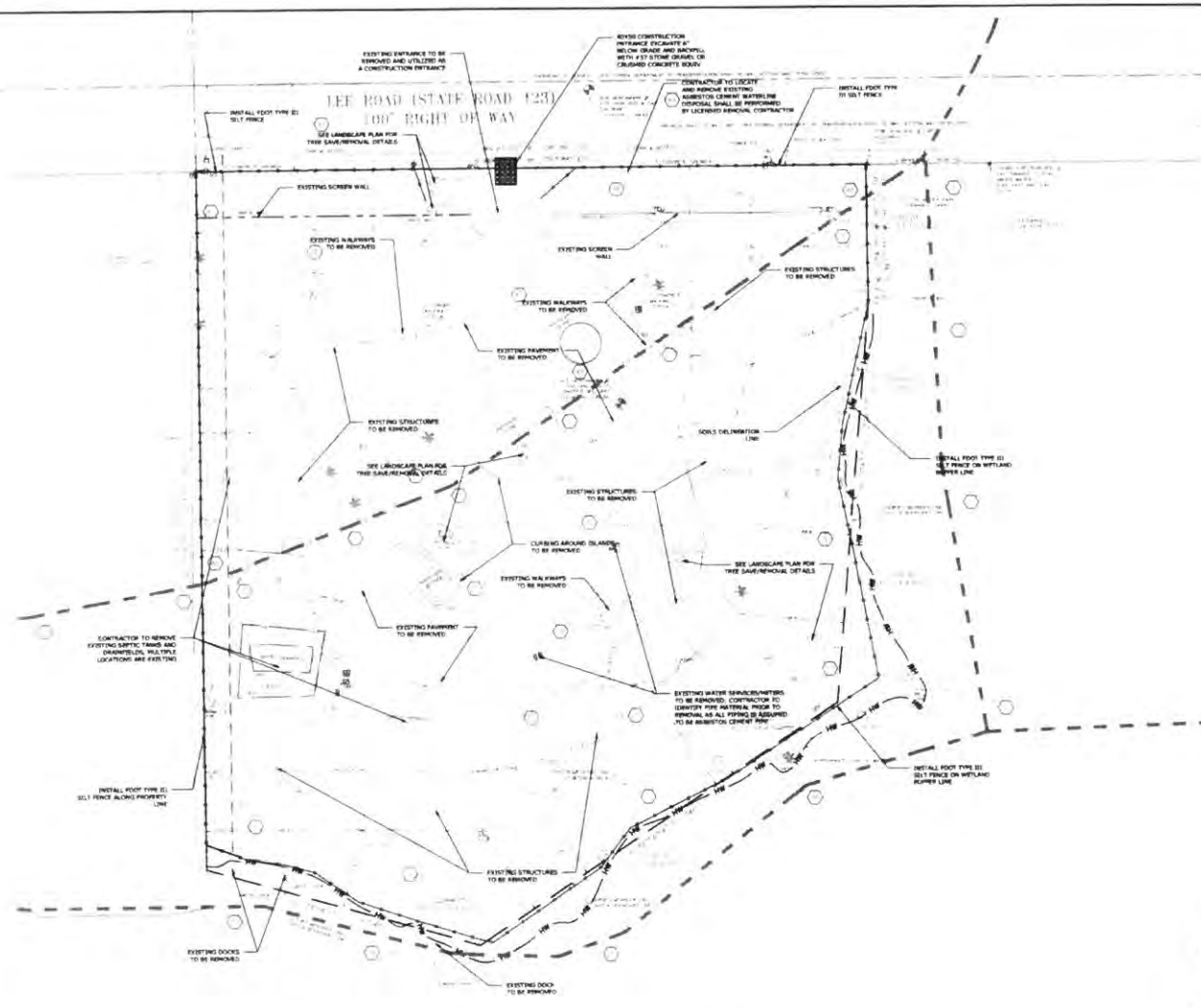
89. COMPASSION - COMPASSION IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

90. EMPATHY - EMPATHY IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

91. SYMPATHY - SYMPATHY IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

92. LIKING - LIKING IS THE PROCESS OF THINKING. IT IS THE SCIENCE OF THE WAY WE CAN THINK.

93. LOVING - LOV



1 THIS PLAN IS MET ONLY AS A GUIDELINE TO FACILITATE THE CONTRACTOR IN IDENTIFYING THE SCOPE OF THE CONTRACT. A LICENSED DEMOLITION CONTRACTOR SHALL PREPARE AND SUBMIT A SEPARATE APPLICATION TO THE CITY PRIOR TO START OF ANY DEMOLITION WORK.
2 INFORMATION SHOWN ABOVE REFLECTS ONLY THAT INFORMATION REFLECTED ON THE SURVEY PROVIDED BY THE CLIENT. THE ENGINEER DOES NOT CERTIFY TO THE COMPLETENESS OF THE INFORMATION SHOWN.
3 DEMOLITION OF ALL EXISTING INTERNAL UTILITIES IS REQUIRED AS PART OF THE DEMOLITION WORK. CONTRACTOR SHALL CONTACT THE ASSOCIATED UTILITY COMPANIES TO COORDINATE SERVICE CUT-OFF AND CLEARANCE TO REMOVE THE EXISTING UTILITY LINES.



G L SUMMITT
— ENGINEERING INC —
Office: Lake Mary
3667 Simonton Place
Lake Mary, Florida 32746
phone: 407-323-0703
fax: 407-992-8450



ICON Residential, Inc.
2190 Belcher Rd. S
Suite B
Largo, FL 33771
(813) 541-1821

**1800 Lee Road
Townhomes**
City of Winter Park, Florida

Preliminary Development Plan

Existing
Condition
Plan

Please not valid unless signed,
Dated and Sealed below.

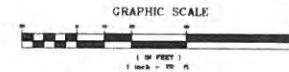
 JOSEPH V. L. SUMMITT, P.E.

Date: February 22, 2013
 Ft. Lauderdale 33309

NO.	DATE	DESCRIPTION
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3	10/1/01	10/1/01
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9	10/1/01	10/1/01
10	10/1/01	10/1/01

SHEET NUMBER

6 OF 13



G L SUMMITT
ENGINEERING INC
Office: Lake Mary
3667 Simonton Place
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fax: 407-992-8650
www.glseng.com



ICON Residential, Inc.
2190 Belcher Rd. S
Suite B
Largo, FL 33771
(813) 541-1821

**1800 Lee Road
Townhomes**
City of Winter Park, Florida

**Preliminary
Development Plan**

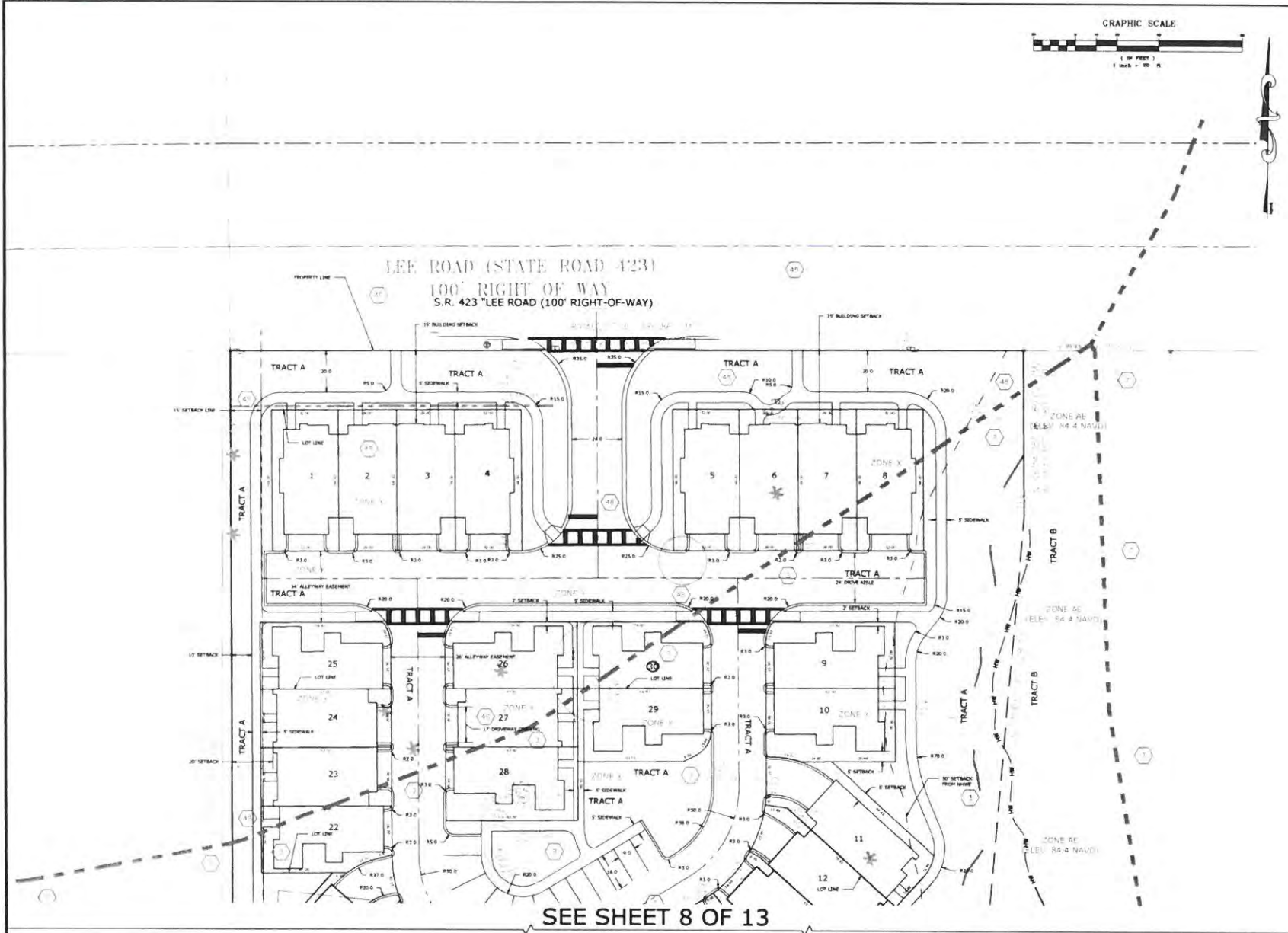
**Detailed
Site Plan 1**

Please use valid values listed.
Dead and Shaded Values.

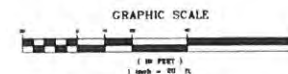
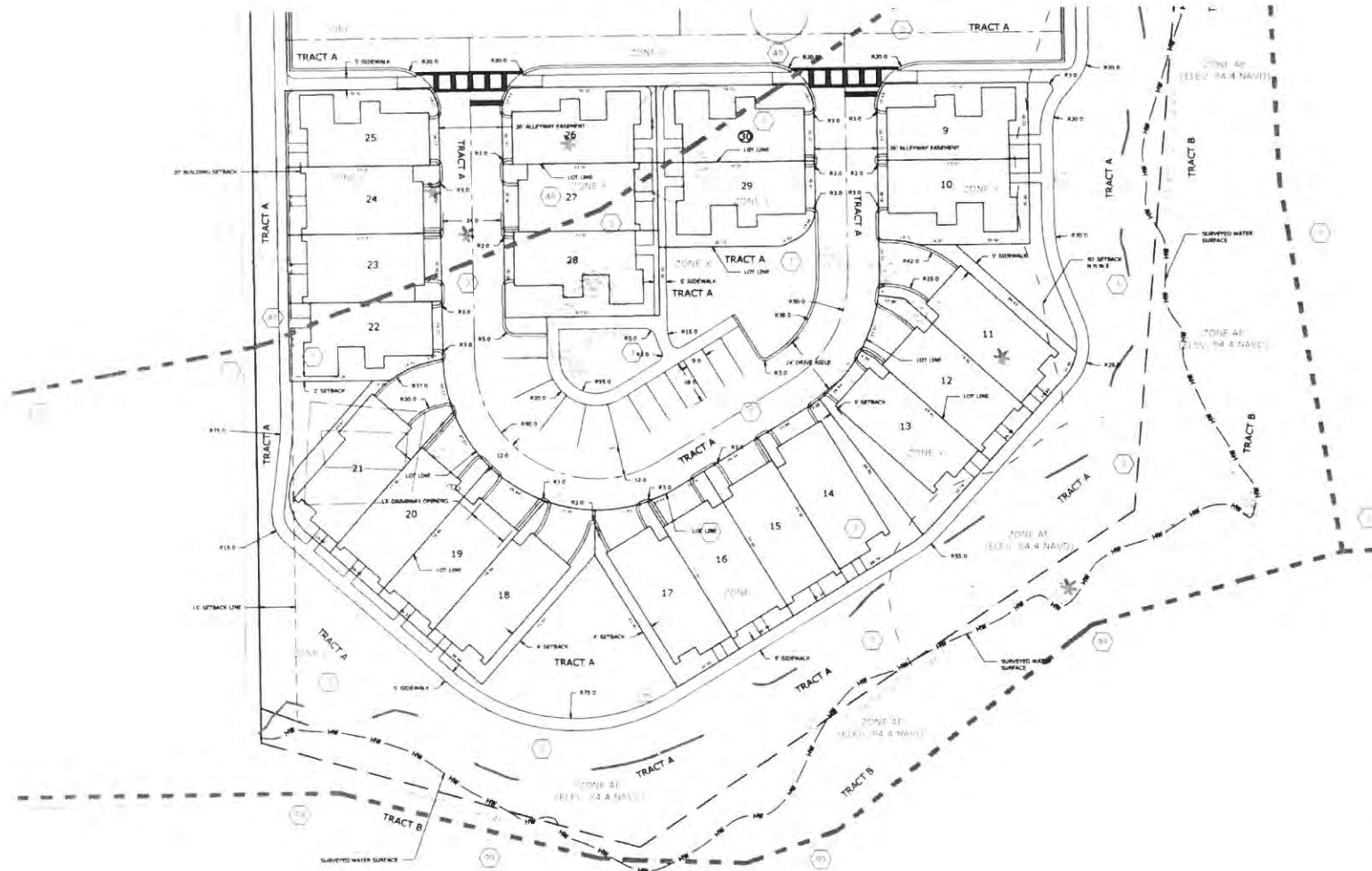
GEOFFREY L. SUMMITT, P.E.
Date: February 22, 2013
FL Registration #080773
Certificate of Authorization Expires

Revisions	
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SHEET NUMBER
7 OF 13



SEE SHEET 7 OF 13



G. I. SUMMITT
ENGINEERING, INC.
Office: Lake Mary
3667 Simonton Place
Lake Mary, Florida 32746
Phone: 407-333-0705
Fax: 407-992-8650
www.gisummitt.com



ICON Residential, Inc.
2190 Belcher Rd. S
Suite B
Largo, FL 33771
(813) 541-1821

**1800 Lee Road
Townhomes**
City of Winter Park, Florida

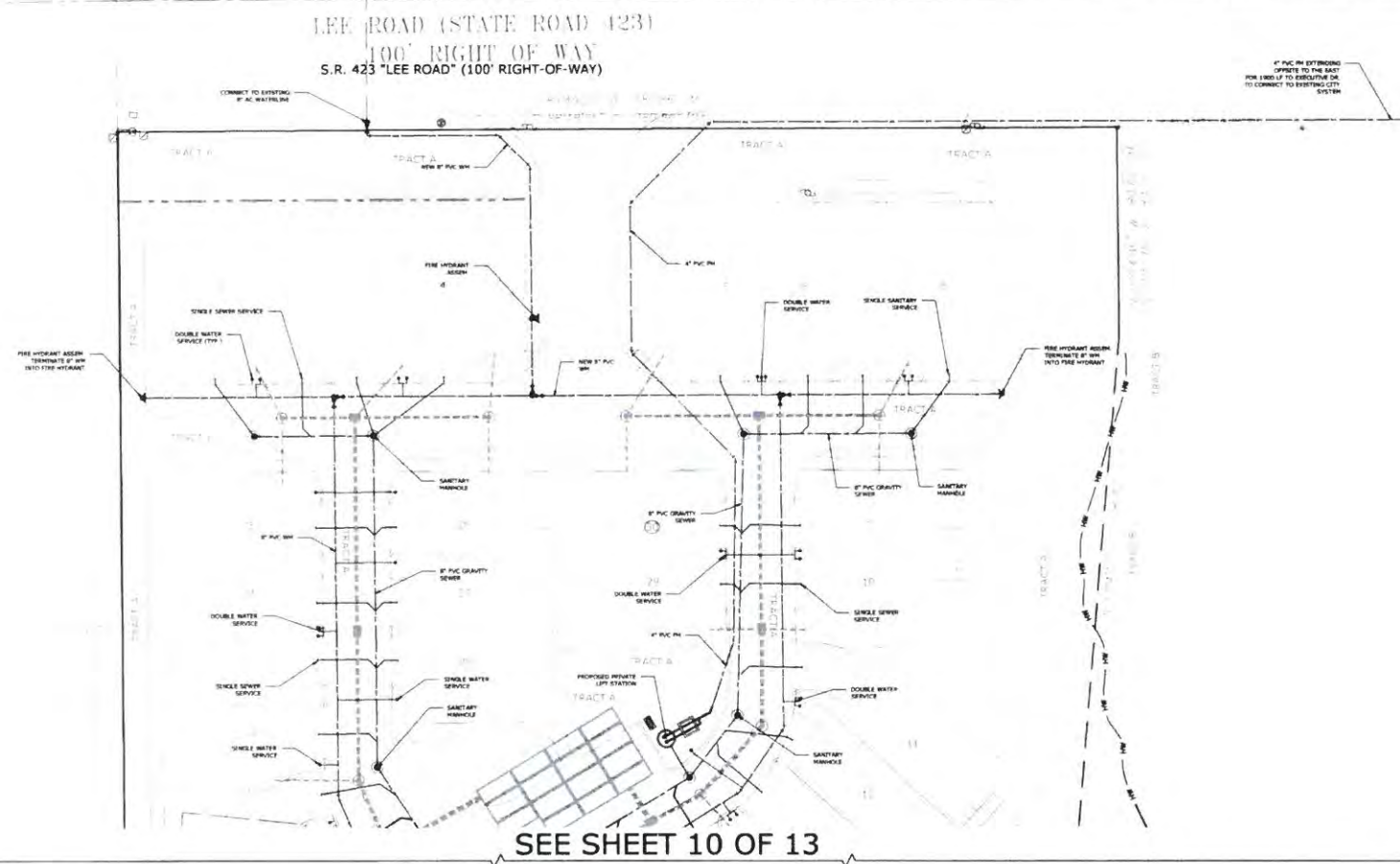
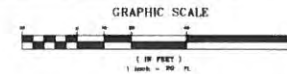
**Preliminary
Development Plan**

**Detailed
Site Plan
2**

Plan and title subject matter
Created and owned by:
GEOFFREY L. SUMMITT, P.E.
Date: February 25, 2013
Title: Preliminary Development Plan
Certificate of Authentication 038468

Revisions	
No.	Description
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**SHEET NUMBER
8 OF 13**



SEE SHEET 10 OF 13



G L SUMMITT
ENGINEERING INC.
Office: Lake Mary
3647 Simonton Place
Lake Mary, Florida 32746
phone: 407-323-0705
fax: 407-392-8650
www.GLSummit.com



ICON Residential, Inc.
2190 Belcher Rd. S
Suite B
Largo, FL 33771
(813) 541-1821

1800 Lee Road
Townhomes
City of Winter Park, Florida

Preliminary
Development Plan

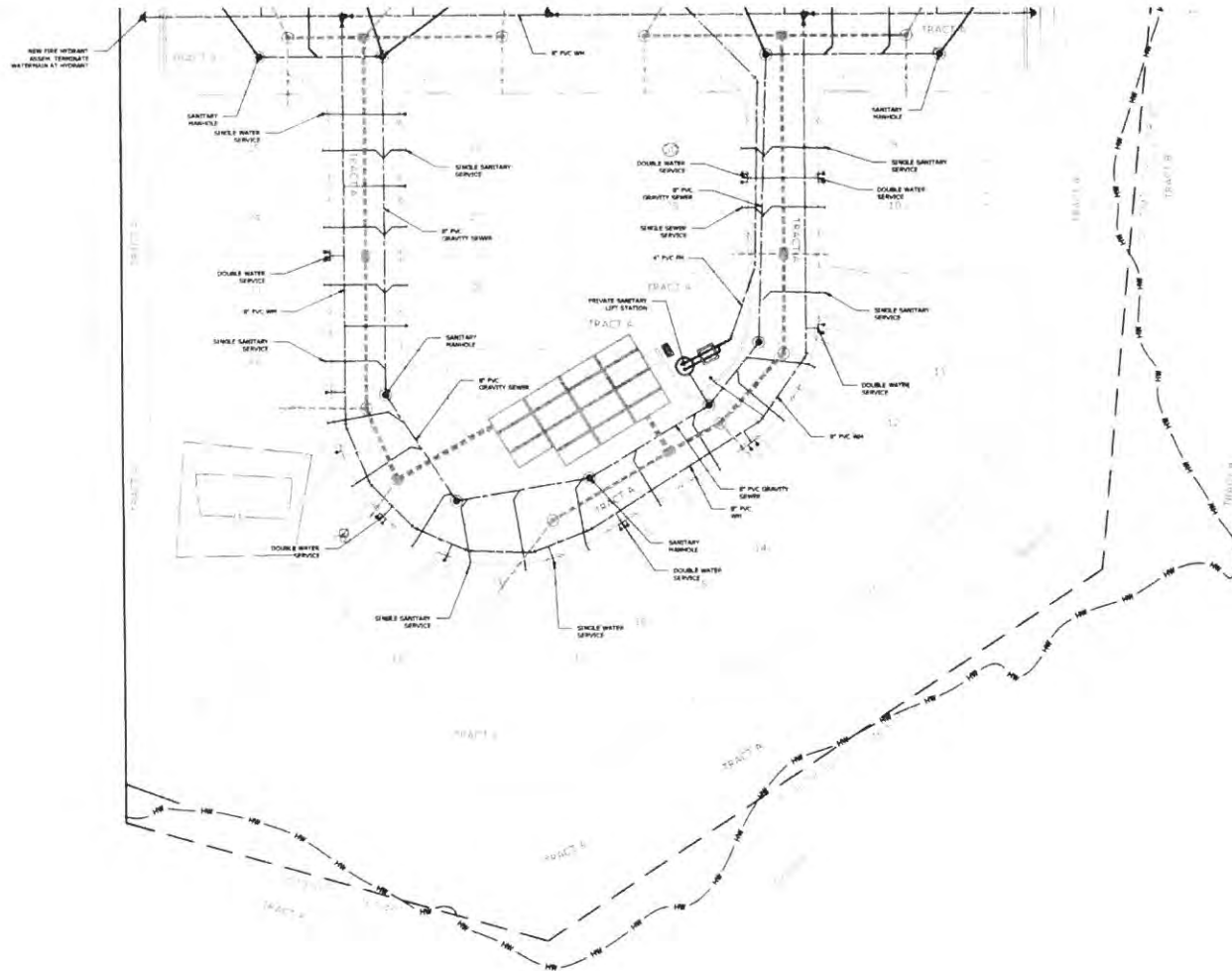
Utility
Plan 1

Professional Seal and Stamp of:
GEOFFREY L. SUMMITT, P.E.
Date: February 23, 2015
FL Registration No. 28775
Certificate of Authorization 020649

Revisions		
No.	Date	Description
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SHEET NUMBER
9 OF 13

SEE SHEET 9 OF 13



G L SUMMITT
ENGINEERING INC.
Office: Lake Mary
3667 Simonson Place
Lake Mary, Florida 32746
Phone: 407-323-0700
Fax: 407-993-8630
www.glseng.com



ICON Residential, Inc.
2190 Belcher Rd. S
Suite B
Largo, FL 33771
(813) 541-1821

**1800 Lee Road
Townhomes**
City of Winter Park, Florida

**Preliminary
Development Plan**

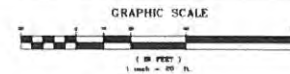
**Utility
Plan 2**

Please not void unless signed,
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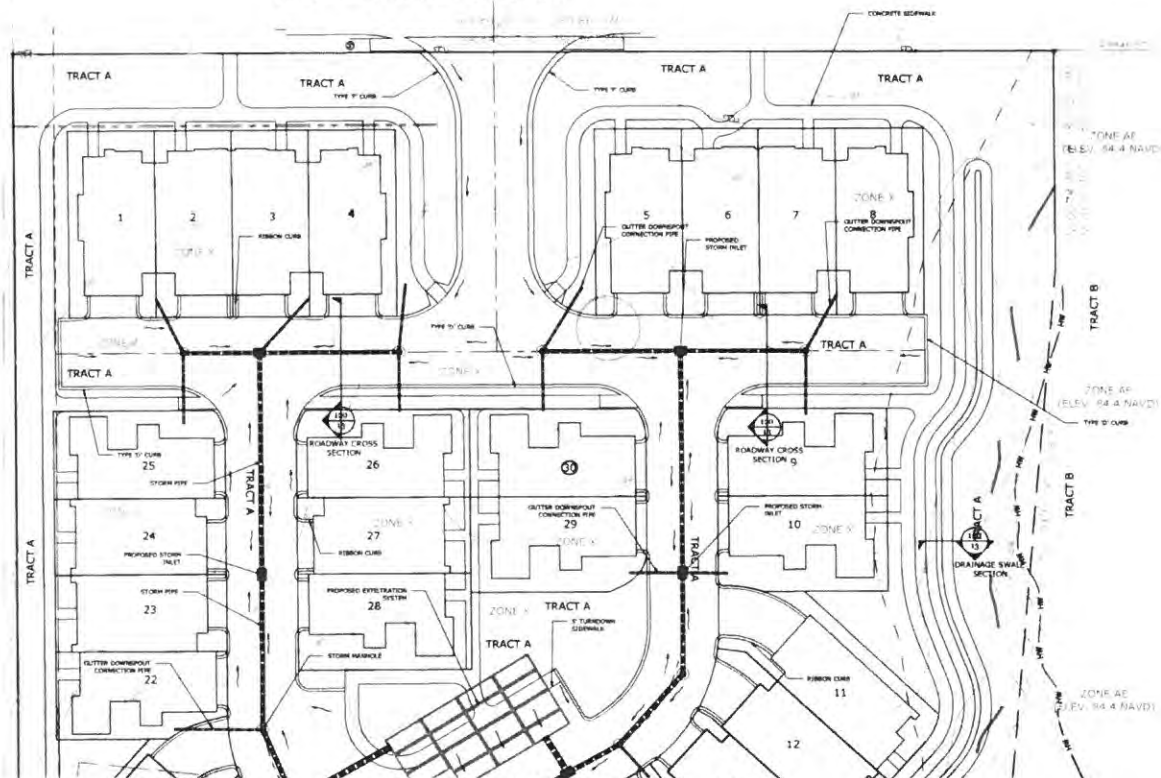
GEOFFREY L. SUMMITT, P.E.
Date: February 23, 2015
FL Registration: 000775
Certificate of Authorization: 000600

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SHEET NUMBER
10 OF 13



LEE ROAD (STATE ROAD 123)
100' RIGHT OF WAY
S.R. 423 "LEE ROAD" (100' RIGHT-OF-WAY)



SEE SHEET 12 OF 13



G. L. SUMMITT
ENGINEERING INC.
Office: Lake Mary
3667 Simonson Place
Lake Mary, Florida 32746
Phone: 407-323-0700
Fax: 407-493-8800
www.glsomm.com



ICON Residential, Inc.
2190 Belcher Rd. S
Suite B
Largo, FL 33771
(813) 541-1821

**1800 Lee Road
Townhomes**
City of Winter Park, Florida

**Preliminary
Development Plan**

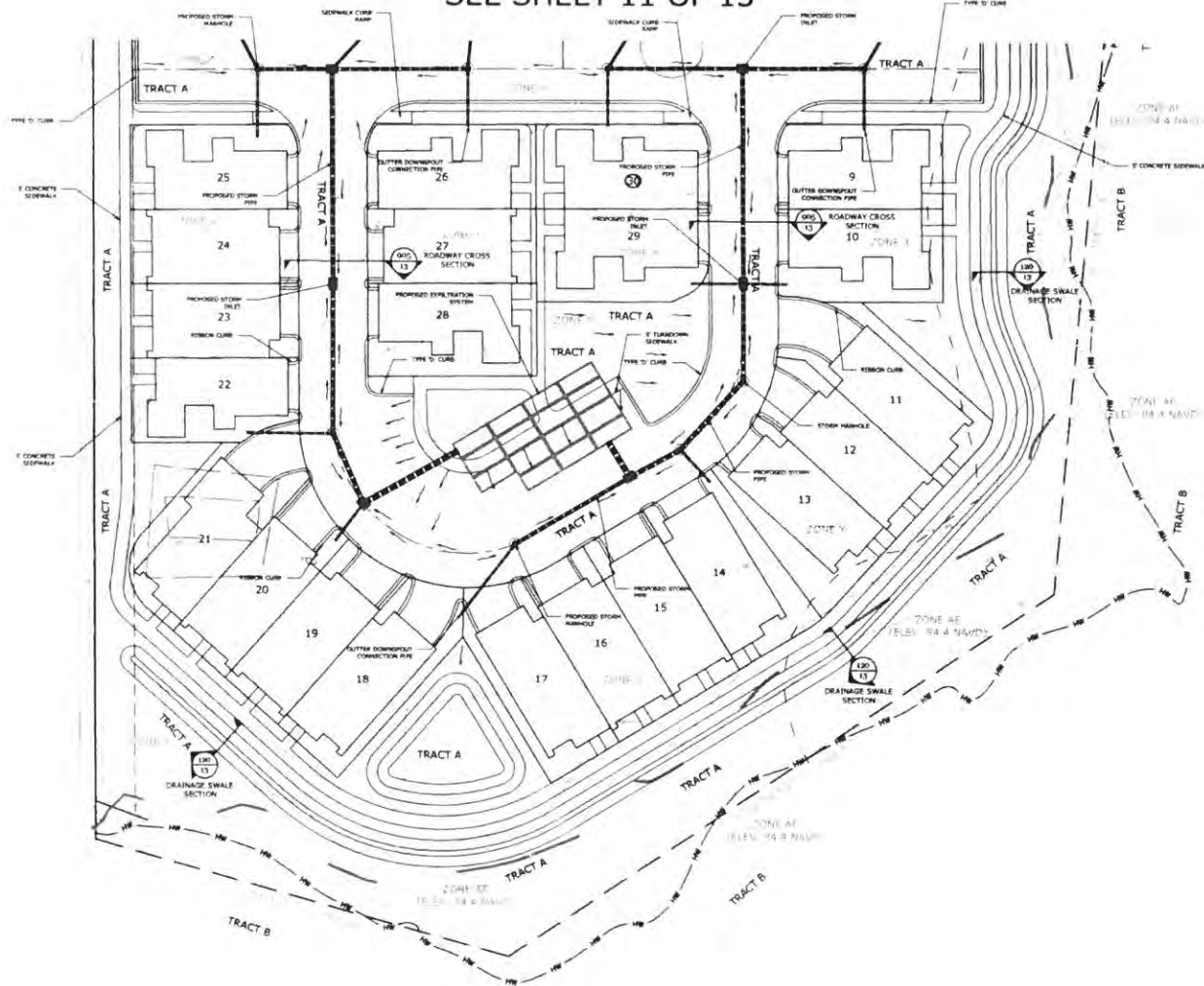
**Paving &
Drainage
Plan 1**

Prepared and sealed in accordance with
Florida Statutes, Chapter 481, Part I, F.S.
Professional Engineer
GEOFFREY L. SUMMITT, P.E.
Date: February 22, 2013
F.S. Registration #08775
Certificate of Approval #04465

Revisions		
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SHEET NUMBER
11 OF 13

SEE SHEET 11 OF 13



G L SUMMITT
ENGINEERING INC
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3647 Simonson Place
Lake Mary, Florida 32746
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Fax: 407-993-8690
www.glsmit.com



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2190 Belcher Rd. S
Suite B
Largo, FL 33771
(813) 541-1821

**1800 Lee Road
Townhomes**
City of Winter Park, Florida

**Preliminary
Development Plan**

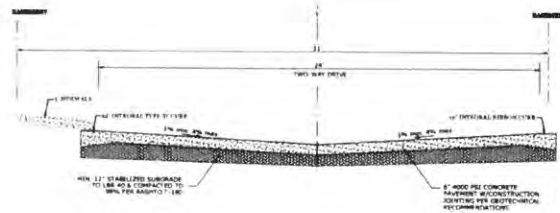
**Paving &
Drainage
Plan 2**

Please see valid release license
dated and sealed below:

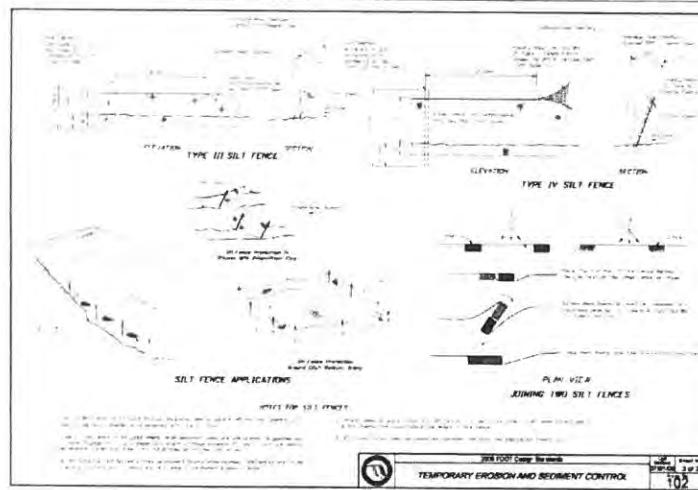
GEOFFREY L. SUMMITT, P.E.
Date: February 22, 2014
P.E. Registration #0775
Certificate of Authorization #29449

Revisions	
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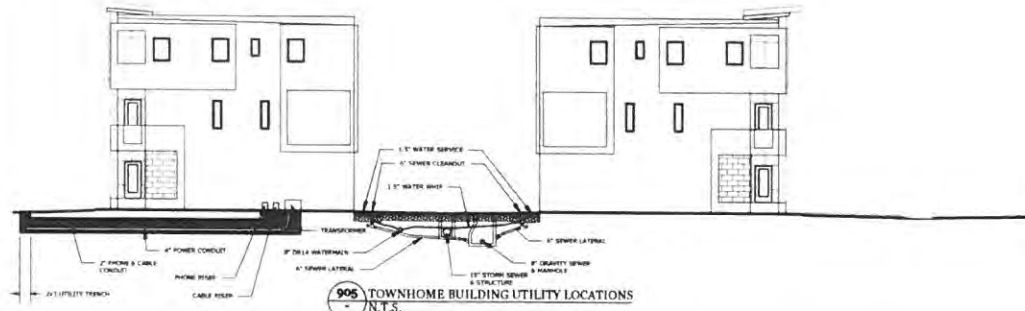
SHEET NUMBER
12 OF 13



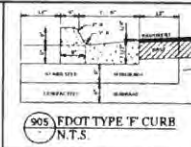
120 TYPICAL ROADWAY SECTION
N.T.S.



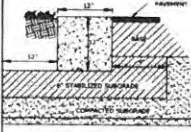
100 TEMPORARY EROSION & SEDIMENT CONTROL
N.T.S.



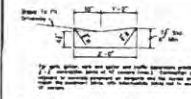
905 TOWNHOME BUILDING UTILITY LOCATIONS
N.T.S.



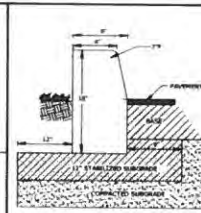
905 FDOT TYPE 'F' CURB
N.T.S.



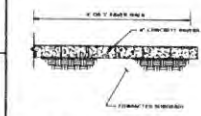
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N.T.S.



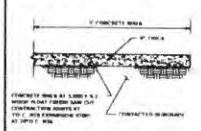
125 FDOT MIAMI CURB
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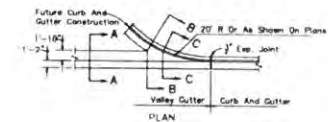
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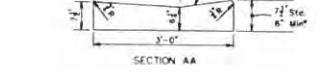
124 PAVER SIDEWALK DETAIL
N.T.S.



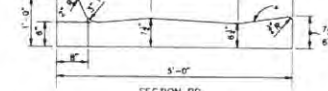
125 FLUSH CONCRETE SIDEWALK
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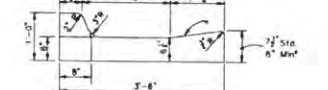
128 VALLEY GUTTER DETAIL
N.T.S.



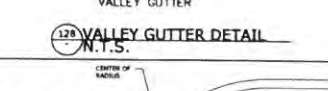
128a VALLEY GUTTER DETAIL
N.T.S.



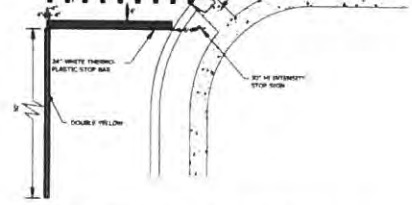
128b VALLEY GUTTER DETAIL
N.T.S.



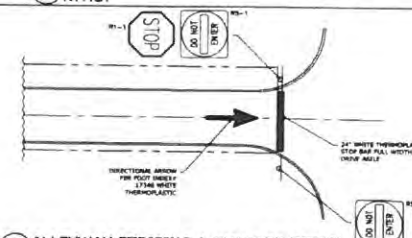
128c VALLEY GUTTER DETAIL
N.T.S.



128d VALLEY GUTTER DETAIL
N.T.S.



127 STOP SIGN, STOP BAR & CROSSWALK
N.T.S.



129 ALLEYWAY STRIPING & SIGNAGE DETAIL
N.T.S.



G L SUMMITT
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www.glsupp.com



ICON Residential, Inc.
2190 Belcher Rd. S
Suite B
Largo, FL 33771
(813) 541-1821

1800 Lee Road
Townhomes
City of Winter Park, Florida

Preliminary
Development Plan

General
Details I

Prepared and issued under contract.
Checked and sealed by:
Geoffrey L. Edmunds, P.E.
Date: February 22, 2013
P.E. Registration No. 17773
Certification of Professional Engineer

Revisions	
No.	Description
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SHEET NUMBER
13 OF 13



city commission **public hearing**

item type	Public Hearing	meeting date	June 22, 2015
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

Subject: Ordinance to Update Zoning Terminology.

This public hearing is to consider an Ordinance, requested by the City Commission, to update the Zoning Code text by removing the antiquated term of "servants" and replacing it with "domestic service employees".

Summary:

When the City discussed the lot consolidation request at 1251/1252 Lakeview Drive there was discussion of a proposed 'guest house'. In the Zoning Code text, the use of guest houses is limited to family members, visitors and "servants". This is an antiquated term going back to the adoption of this zoning regulation in 1952. The City Commission asked that staff update this terminology and the city attorney has prepared the accompanying ordinance to accomplish that request.

Planning and Zoning Board Recommendation:

Motion made by Mr. Sacha, seconded by Mr. Gottfried to APPROVE amending sections 58-71 and 58-95 of Article III, Zoning, Chapter 58, Land Development Code to clarify language by removing the antiquated term "Servant".

Motion carried unanimously with a 7-0 vote.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA,
AMENDING SECTIONS 58-71 AND 58-95 OF ARTICLE III,
ZONING, CHAPTER 58, LAND DEVELOPMENT CODE TO
CLARIFY LANGUAGE BY REMOVING THE ANTIQUATED
TERM “SERVANT”; PROVIDING FOR SEVERABILITY,
CODIFICATION, CONFLICTS AND AN EFFECTIVE DATE.**

WHEREAS, the City Commission wishes to clarify the language in the City Code by removing the antiquated term “servant”; and

WHEREAS, this Ordinance promotes the health, safety and welfare of the City residents; and

WHEREAS, words with double underline shall constitute additions to the original text and strike through text shall constitute deletions to the original text, and asterisks (* * *) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

Section 1. Sub-section (i)(8) of Section 58-71, General Provisions for Residential Zoning Districts, of Chapter 58, Land Development Code, is hereby amended to read as follows:

* * *

(i) Accessory buildings, structures, air-conditioning equipment and other accessory uses in residential zones.

* * *

(8) Guesthouses or garage apartments are permitted accessory uses when they provide accommodations for guests, ~~servants~~ domestic service employees or members of a family occupying the main building on the same property. Guesthouses or garage apartments shall not exceed 1,000 square feet of floor area. Guesthouses or garage apartments as permitted accessory uses may not have a kitchen area or cooking facilities. They also may not have separate utility meters or be rented, let or hired out for occupancy whether compensations be paid directly or indirectly. In order to insure that these provisions are understood as ownership of property transfers and to protect the city from a proliferation of prohibited nonconforming rental uses, all applicants for building permits for guesthouses or garage apartments, or for the substantial improvement of same shall record a deed restriction outlining the above restrictions and conditions of that building permit. That deed restriction shall be recorded prior to the issuance of the building permit and shall be removed only with the consent of the city. Substantial improvement for the purposes of this section shall be work totaling more than 25 percent of the replacement construction value of the original accessory structure.

* * *

Section 2. Section 58-95, Definitions, of Chapter 58, Land Development Code, is hereby amended as follows:

* * *

Dwelling, single-family means a detached building designed for or occupied exclusively by one family, including guests and ~~servants~~ domestic service employees employed on the premises and having but one kitchen.

* * *

Family means one or more persons occupying a single dwelling unit, provided that unless all members are related by blood, marriage or adoption, no such family shall contain over three unrelated persons, but further provided that domestic ~~servants~~ domestic service employees employed on the premises may be housed on the premises without being counted as a family or families.

* * *

Section 3. Incorporation Into Code. This ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

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

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

Section 6. Effective date. This ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held at City Hall, Winter Park, Florida, on the ____ day of _____, 2015.

Mayor Steve Leary

Attest:

Cynthia Bonham, City Clerk

Planning and Zoning Board Minutes: June 2, 2015

REQUEST OF THE CITY OF WINTER PARK FOR: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING SECTIONS 58-71 AND 58-95 OF ARTICLE III, ZONING, CHAPTER 58, LAND DEVELOPMENT CODE TO CLARIFY LANGUAGE BY REMOVING THE ANTIQUATED TERM "SERVANT".

Planning Manager Jeffrey Briggs presented the staff report and explained that this public hearing was to consider an Ordinance, requested by the City Commission, to update the Zoning Code text by removing the antiquated term of "servants".

When the City discussed the lot consolidation request at 1251/1252 Lakeview Drive there was discussion of a proposed 'guest house'. In the Zoning Code text, the use of guest houses is limited to family members, visitors and "servants". This is an antiquated term going back to the adoption of this zoning regulation in 1952. The City Commission asked that staff update this terminology and the city attorney has prepared the accompanying ordinance to accomplish that request.

No one wished to speak to this item.

The Planning Board members agreed that it was appropriate to update this terminology.

Motion made by Mr. Sacha, seconded by Mr. Gottfried to APPROVE amending sections 58-71 and 58-95 of Article III, Zoning, Chapter 58, Land Development Code to clarify language by removing the antiquated term "Servant".

Motion carried unanimously with a 7-0 vote.



city commission public hearing

Item type	Public Hearing	meeting date	June 22, 2015		
prepared by	Donald Marcotte/Lena Petersen	approved by	<input type="checkbox"/>	City Manager	
department	Public Works		<input type="checkbox"/>	City Attorney	
division	Project & Grant Management		<input type="checkbox"/>	N/A	
board approval		<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N/A	final vote
strategic objective	<input type="checkbox"/> Exceptional Quality of Life <input type="checkbox"/> Fiscal Stewardship				
	<input type="checkbox"/> Intelligent Growth & Development <input type="checkbox"/> Public Health & Safety				
	<input checked="" type="checkbox"/> Investment in Public Assets & Infrastructure				

subject

Resolution for the authorization of City Manager Randy B. Knight to execute the Quiet Zone Improvement Agreement between the State of Florida Department of Transportation and the City of Winter Park. (Required by FDOT)

motion | recommendation

Approval

background

On June 8, 2015, the City Commission approved execution of the Quiet Zone Agreement subject to final review and approval by the City Attorney, allocating no more than \$710,900 (Seven Hundred Ten Thousand Nine Hundred Dollars and 00/100) as the City's match.

alternatives | other considerations

None

fiscal impact

\$710,900 from the Hurricane Recovery Fund.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, TO EXECUTE THE QUIET ZONE IMPROVEMENT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF WINTER PARK FOR CAPITAL IMPROVEMENTS IN RESPONSE TO THE USE OF LOCOMOTIVE HORNS AT HIGHWAY-RAIL GRADE CROSSINGS.

WHEREAS, the State of Florida Department of Transportation and the City of Winter Park, Florida, desire to facilitate the Quiet Zone Rail Initiative;

WHEREAS, the State of Florida Department of Transportation has requested the City of Winter Park, Florida, to execute and deliver to the State of Florida Department of Transportation Quiet Zone Improvement Agreement for the aforementioned project, FMN: 436014-1-52-08;

WHEREAS, the City Commission has determined that the implementation of the Quiet Zone Rail Initiative will benefit the public; and

WHEREAS, the City Commission has determined that based on the City's current budget, it may allocate no more than Seven Hundred Ten Thousand Nine Hundred Dollars and 00/100 (\$710,900.00) to the project.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Winter Park, Florida, that Randy B. Knight, City Manager, is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Quiet Zone Improvement Agreement for the aforementioned project, FMN: 436014-1-52-08.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 22nd day of June, 2015.

Steven Leary, Mayor

ATTEST:

Cynthia S. Bonham, City Clerk



city commission public hearing

item type	Public Hearing	meeting date	June 22, 2015
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	5-0 final vote

Subject: Comprehensive Plan and Zoning Code Amendments for Expanded FAR for Parking Garages within the Orlando Avenue Corridor.

This public hearing is a request by Unicorp National Developments, Inc to amend the Comprehensive Plan future land use element and the Zoning Code to add a provision that would allow additional floor area ratio (FAR) or square footage to parking garages predicated upon an equal split of public and private parking from that increased FAR or garage size.

Summary:

Unicorp received a final conditional use approval for their Lakeside Crossing project from the Planning Board on April 7, 2015 and from the City Commission on April 27, 2015, for the property at 110 N. Orlando Avenue, zoned C-3. Unicorp now desires to expand the project parking garage by 77 parking spaces which would change it from a 2½ level structure to a 3 level structure. The request also commits that one-half of those spaces (38 spaces) would be deemed "private parking" that could be used for expanded restaurant seating and the other half would be deemed "public parking" to be provided in excess of the City's parking code requirements.

Comprehensive Plan/Zoning Code Amendment:

In order to illustrate the effect of these amendments on their Lakeside Crossing project, the Lakeside Crossing – Alternate Parking Option plans are attached to show the comparisons between the approved 2½ level garage and the proposed 3 level garage. The footprint dimensions, location and setbacks of the parking garage have not changed. The only change is that the parking garage would be fully two-stories in height (25 feet tall approx.) on all sides with parking on the roof/upper third level.

Because there is additional covered area within the expanded parking garage, that added covered area must be counted toward the floor area ratio (FAR). This expanded parking garage covers an additional 25,937 square feet which increases the floor area ratio from the previous approval at 44.17% FAR to 60.87% FAR.

Under the City's Comprehensive Plan and Zoning Code, the City Commission may exclude the floor area of "public parking" from the floor area ratio calculation. Public parking is defined as those spaces provided above the minimum zoning code requirements. Subtracting the floor area of the 39 "public parking" spaces to be provided within this parking garage that are in

excess of the zoning code requirements would then reduce the proposed floor area ratio to 52.52% FAR. Also, technically, 19 spaces of the 40 spaces provided on this site for the Lakeside (Trader Joes) project are also over and above the zoning code requirements and by definition "public parking". If one additionally subtracted those 19 spaces and the floor area thereof, it would reduce the "official" floor area ratio to 48.4% FAR or 3.4% above Code.

The current Comprehensive Plan and C-3 Zoning already permit up to a 60% FAR when there is a mixed use building project that has residential units on the upper floors. The Comprehensive Plan and C-3 Zoning also permits up to a 50% FAR if the project is a hotel. The existing floor area of the Mt. Vernon Inn including the covered balcony areas is an FAR of 56.7%. Thus the requested project size is comparable to what currently exists on the property. Staff does recognize that this application scenario addresses a single use project where the extra FAR is needed for parking garage space due to the higher parking requirements for restaurant businesses.

This Comprehensive Plan amendment and Zoning Code change would apply potentially to all properties that have frontage along the US Highway 17-92 (Orlando Avenue) corridor. The economics of this provision will make the likelihood of others requesting increased FAR based on this amendment unlikely. Spaces within parking garages cost roughly \$15,000 per space when built in structures to the quality required by the City. Any future developer working to use this amendment needs to build one public parking space for each private parking space. In essence, the cost of one private space is \$30,000, making the investment in parking significant to any project.

The Comprehensive Plan Approval Process:

The method required to allow for the expansion of this parking garage is to amend the Comprehensive Plan and C-3 Zoning Code to allow for this additional FAR. However, as requested it would only be for the special case when the additional parking garage spaces are split equally between private and public parking. Rather than make it a city-wide provision, this specific Comprehensive Plan Amendment would apply only to properties fronting on Orlando Avenue within the US Highway 17-92 Corridor Planning Area by adding a new policy to read as shown below. Similar text would then be added to the C-1 and C-3 zoning regulations in order to implement this provision within the Zoning regulations. Both ordinances, as approved by the city attorney, are attached for your review.

Policy 1-4.1.J.16: Provide for Increased Floor Area Ratio on Orlando Avenue Based on Construction of a Parking Garage and Provision of Dedicated Public Parking. Notwithstanding the commercial intensity limits established elsewhere in this element, this policy shall enable the properties fronting on Orlando Avenue to be developed with a maximum commercial intensity (Floor Area Ratio) of 60% as long as: 1) all FAR above 45% is applied to a parking garage; and 2) one-half of the floor area ratio that is above 45% is dedicated public parking. The dedicated public parking spaces shall be over and above the parking spaces required for the commercial project pursuant to the City of Winter Park Land Development Code.

Amendment of the Conditional Use for the Revised Parking Garage Plans:

The applicant has been working with the city staff to redesign the parking garage toward conformance with the concepts outlined in the draft Parking Garage Design Guidelines that were presented conceptually to the Planning Board and City Commission. The Conditional Use for this project will need to be amended to reflect the expanded parking garage but that cannot

be done by the City Commission until the second reading and adoption of these Ordinances. Because this Comp. Plan amendment is a "large scale" text amendment, it has to be sent to the Florida Dept. of Economic Opportunity (FDEO) for review and comment. That is approximately a two month process. The specific plans for the revised parking garage (interior and exterior) plus exterior landscaping will be on a future agenda.

Planning Board Summary:

The Planning and Zoning Board consensus was that there is significant public benefit to this request in providing the patrons of Lakeside Crossing with 39 more parking spaces above and beyond the code requirements. While that is only 10% more parking, it is 10% more parking than previously agreed to. P&Z felt that those 39 extra parking spaces would be helpful during the peak times for the three proposed restaurants.

The Planning Board also expressed that appearance of a full 2-story parking garage at approximately the same height (25 feet) as the commercial buildings would look appropriate in terms of architecture and scale. Also they noted that when one discounts the "public parking" aspect of the request, the amount of floor area ratio above Code (48.4% FAR versus 45% FAR) is not significant. Even without the public parking discounts, the total FAR of 60.87% FAR is a size and scale that was contemplated within the Commercial future land use category of the Comprehensive Plan and the C-1/C-3 Zoning Code and not much more than the gross floor area of the existing Mt. Vernon Inn.

Planning and Zoning Board Recommendation:

Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the Ordinance amending Chapter 58 "Land Development Code" Article J, "Comprehensive Plan" so as to add a new policy to the US Highway 17-92 corridor study area "J" to provide for additional floor area ratio for parking garages if equal private and public parking is provided.

Motion carried unanimously with a 5-0 vote. J. Johnston and Slocum abstained.

Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the Ordinance amending Chapter 58 "Land Development Code" Article III, "Zoning" so as to change within Sections 58-74 and 58-76 Commercial C-1 and C-3 districts, so as to allow for added floor area ratio for parking garages if equal private and public parking is provided.

Motion carried unanimously with a 5-0 vote. J. Johnston and Slocum abstained.

Planning & Zoning Board minutes: June 2, 2015:

REQUEST OF UNICORP NATIONAL DEVELOPMENTS, INC. FOR: AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO ADD A NEW POLICY TO THE US HIGHWAY 17-92 CORRIDOR STUDY AREA "J" TO PROVIDE FOR ADDITIONAL FLOOR AREA RATIO FOR PARKING GARAGES IF EQUAL PRIVATE AND PUBLIC PARKING IS PROVIDED.

REQUEST OF UNICORP NATIONAL DEVELOPMENTS, INC. FOR: AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" SO AS TO CHANGE WITHIN SECTIONS 58-74 AND 58-76 COMMERCIAL C-1 AND C-3 DISTRICTS, SO AS TO ALLOW FOR ADDED FLOOR AREA RATIO FOR PARKING GARAGES IF EQUAL PRIVATE AND PUBLIC PARKING IS PROVIDED.

Chairman J. Johnston and Randall Slocum indicated that they had conflicts involving previous work for the applicant and thus would not be voting or participating in the discussion. The meeting was turned over to Vice-Chairman, Gottfried.

Planning Manager Jeffrey Briggs presented the staff report and explained that Unicorp National Developments, Inc. desires to expand the project parking garage by 77 parking spaces which would change it from a 2½ level structure to a 3 level structure. The request also commits that one-half of those spaces (38 spaces) would be deemed "private parking" that could be used for expanded restaurant seating and the other half would be deemed "public parking" to be provided in excess of the City's parking code requirements. Mr. Briggs detailed that to accomplish the expansion of the parking garage the City would need to amend the Comprehensive Plan and Zoning Code to enable the larger floor area ratio (FAR) needed.

Mr. Briggs explained that under the City's Comp. Plan and Zoning Code, the City Commission may exclude the floor area of "public parking" from the floor area ratio calculation. Public parking is defined as those spaces provided above the minimum zoning code requirements. Subtracting the floor area of the 39 "public parking" spaces to be provided within this parking garage that are in excess of the zoning code requirements would then reduce the proposed floor area ratio to 52.52% FAR. Also, technically, 19 spaces of the 40 spaces provided on this site for the Lakeside (Trader Joes) project are also over and above the zoning code requirements and by definition "public parking". If one additionally subtracted those 19 spaces and the floor area thereof, it would reduce the "official" floor area ratio 48.4% FAR or just 3.4% above Code.

This Comprehensive Plan amendment and Zoning Code change would apply potentially to all properties that have frontage along the US Highway 17-92 (Orlando Avenue) corridor. The economics of this provision will make the likelihood of others requesting increased FAR based on this amendment unlikely. Spaces within parking garages cost roughly \$15,000 per space when built in structures to the quality required by the City. Any future developer working to use this amendment needs to build one public parking space for each private parking space. So at \$30,000 per parking space, that alone will limit the future applicability.

The method required to allow for the expansion of this parking garage is to amend the Comprehensive Plan and C-3 Zoning Code to allow for this additional FAR. However, as requested it would only be for the special case when the additional parking garage spaces are split equally between private and public

parking. Rather than make it a city-wide provision, this specific Comp. Plan amendment would apply only to properties fronting on Orlando Avenue within the US Highway 17-92 Corridor Planning Area by adding a new policy to read as shown below. Similar text would then be added to the C-1 and C-3 zoning regulations in order to implement this provision within the Zoning regulations. Mr. Briggs then answered questions from the Board members concerning the Parking Management Plan and other aspects of the parking garage. Mr. Briggs clarified that this action tonight does not provide an approval for the expanded parking garage but only enables a future application (likely in August) at which time the specific detail of the project would be reviewed.

Amy Shuman, represented Unicorn National Developments. She stated that they are in agreement with the staff report and that she is available to respond to Board member questions and concerns.

Lurline Fletcher, 811 English Court expressed concerns over the increased density and traffic from an expanded parking garage.

Joe Terranova, 151 North Virginia Avenue, stated that it is to the advantage of the City to increase parking wherever possible, especially when a developer volunteers to provide more parking than Code. He stated that he sent an email about other aspects of the design of the expanded garage but understands those items will be discussed at a future meeting..

Shelia Reid, 780 Carver Street, questioned how the parking garage will be controlled.

No one else appeared to speak and the public hearing was closed.

The Planning Board members briefly discussed the application and the consensus was that the public benefit to this request is that the patrons of the Lakeside Crossing businesses will have 39 more parking spaces above and beyond the code requirements to use and those 39 extra parking spaces would be helpful during the peak times for the three proposed restaurants. The Board members expressed that these Ordinances would only apply when the City receives parking above the Code requirements and that each future request could be approved or denied.

Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the Ordinance amending Chapter 58 "Land Development Code" Article J, "Comprehensive Plan" so as to add a new policy to the US Highway 17-92 corridor study area "J" to provide for additional floor area ratio for parking garages if equal private and public parking is provided.

Motion carried unanimously with a 5-0 vote. J. Johnston and Slocum abstained.

Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the Ordinance amending Chapter 58 "Land Development Code" Article III, "Zoning" so as to change within Sections 58-74 and 58-76 Commercial C-1 and C-3 districts, so as to allow for added floor area ratio for parking garages if equal private and public parking is provided.

Motion carried unanimously with a 5-0 vote. J. Johnston and Slocum abstained.

Relevant Comprehensive Plan Policies:

Policy 1-2.1.4: Floor Area Ratio Defined. Floor Area Ratio (FAR) shall be defined as the sum of the gross horizontal areas of the several floors of a building or buildings measured from the exterior surface of the walls divided by the land area of the site. The site land area must be entirely one contiguous land mass and shall not include land isolated or separated from the main site by a street or water body. The gross floor area ratio in square feet of the building or buildings on the property (and contiguous properties being used in connection with such building(s) divided by the area of such property in square feet. This mathematical expression (gross floor area ÷ land area = floor area ratio) shall determine the maximum building size permitted. Basement areas or other below grade floor areas are excluded from the floor area when more than one-half of that basement or floor height is below the established curb level. The area of stairways, elevators, and multi-story rooms or atriums shall be counted on each floor level. The floor area of private parking garages (above grade) or parking levels shall be counted toward the floor area ratio when such parking is provided to meet the parking requirements of the Land Development Code except for the top open parking level if it is open and uncovered. The public parking component of any parking garage may be excluded from the floor area ratio calculation by the City Commission.

Policy 1-3.8.2: Include Parking Garages in Floor Area Ratio and Lot Coverage Calculations. The City shall include all above grade parking garages in Floor Area Ratio and Lot Coverage calculations. However, public parking garages or the public portion of public/ private garages may be excluded from this requirement by the City Commission.

Policy 1-2.3.1: Commercial. This land use designation includes both the wide variety of commercial retail uses, restaurants, and various professional office uses. It is designed to relate to those areas zoned C-1, C-3 and C-3A, but may also include areas zoned I-1 when used for commercial or office or residential purposes. This designation also allows a density of residential uses as a conditional use up to 17 units per acre. Residential units however, shall only be permitted above the first or ground floor level. The intensity of use (floor area ratio) of buildings in this designation may not exceed the standards as listed in the Maximum Future Land Use Density/ Intensity Table and as governed by the maximum number of stories permitted in the Maximum Height Map within this Future Land Use Element.

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" IN THE FUTURE LAND USE ELEMENT SO AS TO ADD A NEW POLICY TO THE US HIGHWAY 17-92 CORRIDOR PLANNING AREA "J" TO PROVIDE FOR ADDITIONAL FLOOR AREA RATIO FOR PARKING GARAGES IF EQUAL PRIVATE AND PUBLIC PARKING IS PROVIDED; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

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

WHEREAS, the City Commission desires to amend the Comprehensive Plan, Future Land Use Element, within US Highway 17-92 Corridor planning area "J" in order to allow floor area ratios up to 60%, if the increase over a 45% floor area ratio is exclusively for parking garage spaces and where the resultant increase in parking spaces are equally split between private and public parking, and

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

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on June 2, 2015, provided for participation by the public in the process and rendered its recommendations to the City Commission; and

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

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

SECTION 1. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan", is hereby amended by adding a new Future Land Use Policy within the US Highway 17-92 Corridor Planning Area "J" on Page 1-61 of the Goals, Objectives and Policies to read as follows:

Policy 1-4.1.J.16: Provide for Increased Floor Area Ratio on Orlando Avenue Based on Construction of a Parking Garage and Provision of Dedicated Public Parking. Notwithstanding the commercial intensity limits established elsewhere in this element, this policy shall enable the properties fronting on Orlando Avenue to be developed with a maximum commercial intensity (Floor Area Ratio) of 60% as long as: 1) all FAR above 45% is applied to a parking garage; and 2) one-half of the floor area ratio that is above 45% is dedicated public parking. The dedicated public parking spaces shall be over and above the parking spaces required for the commercial project pursuant to the City of Winter Park Land Development Code.

SECTION 2. Codification. This ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

SECTION 3. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

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

SECTION 5. Effective Date of Ordinance. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administrative Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administrative Commission, this amendment may nevertheless be made effective by the adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2015.

Mayor Steve Leary

Attest:

City Clerk

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING", SECTIONS 58-74 COMMERCIAL (C-1) DISTRICT AND 58-76 COMMERCIAL (C-3) DISTRICT, SO AS TO ALLOW FOR ADDED FLOOR AREA RATIO FOR PARKING GARAGES IF EQUAL PRIVATE AND PUBLIC PARKING IS PROVIDED, LIMITED TO LOCATIONS ALONG THE ORLANDO AVENUE CORRIDOR; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City Commission has amended the Comprehensive Plan to provide for additional floor area ratio allowance for parking garages subject to limits on their location and usage; and

WHEREAS, this Land Development Code amendment is needed to implement the policy amendment within the Comprehensive Plan so that the two Codes are consistent and not in conflict; and

WHEREAS, the zoning text amendment is consistent with the Comprehensive Plan, the requested zoning text changes will achieve conformance with the Comprehensive Plan, such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the 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 June 2, 2015 meeting; and

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

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

WHEREAS, words with double underlined type shall constitute additions to the original text and strike through shall constitute deletions to the original text, and asterisks (* * *) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

NOW THEREFORE BE IT 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 58-74 "Commercial (C-1) District", subsection (e) (3) is hereby amended to read as follows:

Sec. 58-74. Commercial (C-1) District.

* * *

(e) *Development standards.*

* * *

(3) The maximum floor area ratio and building lot coverage shall be forty-five (45%) percent. The floor area ratio shall include the floor area of any attached or detached above-grade private parking garage. The forty-five (45%) percent floor area ratio and building lot coverage may be increased by an additional five (5%) percent if the parking for the increased five (5%) percent floor area ratio is located entirely underground beneath the building's footprint or if the building's upper floor(s) are cantilevered over such parking or if it is for a hotel building. However, for properties with frontage on Orlando Avenue, the City Commission may approve a floor area ratio of up to sixty (60%) percent as long as: 1) all FAR above forty-five (45%) percent is applied to a parking garage; and 2) one-half of the floor area ratio that is above forty-five (45%) percent is dedicated public parking. The dedicated public parking spaces shall be over and above the parking spaces required for the commercial project pursuant to the City of Winter Park Land Development Code.

* * *

SECTION 2. That Chapter 58 "Land Development Code", Article III, "Zoning", Section 58-76 "Commercial (C-3) district", subsection (e) (3) is hereby amended to read as follows:

Sec. 58-76. Commercial (C-3) District.

* * *

(e) *Development standards.*

* * *

(3) The maximum floor area ratio and building lot coverage shall be forty-five (45%) percent. The floor area ratio shall include the floor area of any attached or detached above-grade private parking garage. The forty-five (45%) percent floor area ratio and building lot coverage may be increased by an additional five (5%) percent if the parking for the increased five (5%) percent floor area ratio is located entirely underground

beneath the building's footprint or if the building's upper floor(s) are cantilevered over such parking or if it is for a hotel building. However, for properties with frontage on Orlando Avenue, the City Commission may approve a floor area ratio of up to sixty (60%) percent as long as: 1) all FAR above forty-five (45%) percent is applied to a parking garage; and 2) one-half of the floor area ratio that is above forty-five (45%) percent is dedicated public parking. The dedicated public parking spaces shall be over and above the parking spaces required for the commercial project pursuant to the City of Winter Park Land Development Code.

* * *

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

SECTION 5. Severability. If any Section 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 5. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 7. Effective Date. This Ordinance shall become effective upon the effective date of Ordinance _____. If Ordinance _____ does not become effective, then this Ordinance shall be null and void.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2015.

Mayor Steve Leary

Attest:

City Clerk

COMPREHENSIVE PLAN – FUTURE LAND USE ELEMENT Excerpt: (added Policy 1-4.1.J.16 shown in blue)

OBJECTIVE 1-4.1: PRESERVE THE INTEGRITY AND CHARACTER OF PLANNING AREAS. Land use decisions and development approvals shall be guided by the policies delineated within the planning areas mapped and identified as Planning Areas A through L. The following Future Land Use policies are unique to specific planning areas within the City of Winter Park. The Comprehensive Plan Data Inventory and Analysis includes a detailed description of each Planning Area and identifies major planning issues confronting each respective Planning Area. The policies identified below were generated by citizens active in the review of the Comprehensive Plan. The citizens were particularly concerned with preserving the village character of the City of Winter Park and preserving the special character of neighborhoods comprising the cityscape. Below the Planning Areas are identified by title and specific policies are stated. A Future Land Use Map that depicts the boundaries and future land use pattern within each of the respective Planning Areas is also presented. The City-wide Goals, Objectives and Policies of the Future Land Use Element apply to the Planning Areas. The supplementary objectives and policies for each planning area provide additional guidance on future zoning or land use issues.

The planning areas are as follows:

PLANNING AREA A	Temple/Howell Branch Planning Area
PLANNING AREA B	Osceola/Lakeview Planning Area
PLANNING AREA C	Winter Park Hospital Planning Area
PLANNING AREA D	Waterbridge/Brookshire Planning Area
PLANNING AREA E	Glenridge/Lake Sue
PLANNING AREA F	Mead Garden, Virginia Heights & College Quarter
PLANNING AREA G	Downtown/Rollins College
PLANNING AREA H	Hannibal Square Neighborhood
PLANNING AREA I	North Park Avenue
PLANNING AREA J	U. S. Highway 17-92 Corridor
PLANNING AREA K	Lee Road Planning Area
PLANNING AREA L	West Fairbanks Avenue Planning Area

Planning Area J: U. S. Highway 17-92 Corridor

Policy 1-4.1.J.1: Protect Single-Family Residential Use within Orwin Manor Neighborhood from Non-Residential Land Use Encroachment. The City shall preserve and protect the single-family residential land use within the Orwin Manor neighborhood from commercial and office encroachment.

Policy 1-4.1.J.2: Annexation of Areas between City Limits and Minnesota Avenue. The City shall pursue annexation of areas between the City limits and Clay Street and Minnesota Avenue when citizen interest is ripe.

Policy 1-4.1.J.3: Protect Low-Density Residential Use West of Schultz Avenue within Lawndale, Strongly Discourage Non-Residential Encroachment and Maintain the Low-Density Future Land Use Map Designation. The City shall preserve and protect the low-density residential land use west of Schultz Avenue, within Lawndale, in this planning area, from commercial and office encroachment. The Future Land Use Map shall maintain the Low-Density

Residential designation and FLU map amendments to non-residential or Planned Development shall be deemed to be in conflict with the Comprehensive Plan within 200 feet of Shultz Avenue. *Policy amended to reflect changes as adopted on October 11, 2010 per Ordinance 2825-10.*

Policy 1-4.1.J.4: Preserve Multifamily Residential Use South of the Center of Winter Park. The City shall preserve the multifamily residential land use in the area located south of the Center of Winter Park.

Policy 1-4.1.J.5: Pursue Improved Appearance of Industrial Area Along Solana Avenue and Railroad Avenue. The City shall promote the appearance of the industrial area located along Solana Avenue and Railroad Avenue through code enforcement and site plan review design standards.

Policy 1-4.1.J.6: Protect Interests of Multifamily Residents Located Behind Winter Park Tech. The City shall protect the interests of the residents of the multifamily area located behind Winter Park Tech if development or rezoning appears imminent by avoiding non-residential encroachment into residential areas. In addition, non-residential development occurring adjacent to residentially designated property shall be required to provide adequate buffers including architecturally designed masonry walls capped and appropriately landscaped with canopy trees, specimen trees, and shrubs.

Policy 1-4.1.J.7: Concentrate Vehicle Dealerships North of Webster Avenue or Lee Road. The policies of this Comprehensive Plan restrict car sales businesses to two geographic areas where such businesses are permitted. One such area where vehicle sales business are potentially allowed as conditional uses is in this planning area north of Webster Avenue or north of Lee Road.

Policy 1-4.1.J.8: Preserve Lake Island Estates Park Recreational Land Use. The City shall preserve the recreational land use of Lake Island Estates Park.

Policy 1-4.1.J.9: Subdivision of Lots within Orwin Manor Neighborhood to Comply with Zoning District Minimum Lot Width Requirements. The City shall prohibit subdivision of lots within the Orwin Manor neighborhood to lots with less than the required 75 foot width (85 foot width - corner lots).

Policy 1-4.1.J.10: Prohibit Redevelopment of the Former Florida Gas Building to Include a Parking Garage. The City shall prohibit the redevelopment of the former Florida Gas Building property at 1560 Orange Avenue to include a parking garage. The residential nature of this area is not conducive to a development intensity where parking structures are permitted.

Policy 1-4.1.J.11: Protect Single-Family Residential Use in the Killarney Neighborhood from Non-Residential Land Use Encroachment. The City shall preserve and protect the single-family residential land use within the Killarney neighborhood from commercial and office encroachment, excluding parcels that have or obtain Parking Lot (PL) zoning designation along the edges where commercial, office and residential meet. All development should include appropriate landscape buffers, including walls if necessary, so as not to have a negative impact on the residential neighborhood. *Policy amended to reflect changes as adopted on January 23, 2012 per Ordinance 2865-12.*

Policy 1-4.1.J.12: Support a Smooth Land Use Transition along Trovillion Avenue and Gay Road to Low-Intensity Office Uses Compatible with Killarney Bay and Chateaux du Lac Condominiums. The City shall support transition along Trovillion Avenue and Gay Road from Medium-Density Residential to low-intensity office uses as long as they are complimentary to and compatible with the adjacent Killarney Bay and Chateaux du Lac condominiums. The City shall

ensure compatible development by enforcing architectural design standards as part of the site plan review process and require adequate buffers including architecturally designed capped masonry walls landscaped with canopy trees, specimen trees, and shrubs.

Policy 1-4.1.J.13: Consider Proposals to Redevelop the Center Of Winter Park (K-Mart) Parking Fields. The City shall consider proposals for redevelopment within the parking fields of the Center of Winter Park if such redevelopment proposals contain significant public benefits, including affordable/ workforce housing, relatively high estimated tax yield, open space, and park amenities.

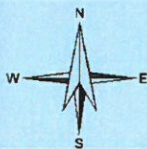
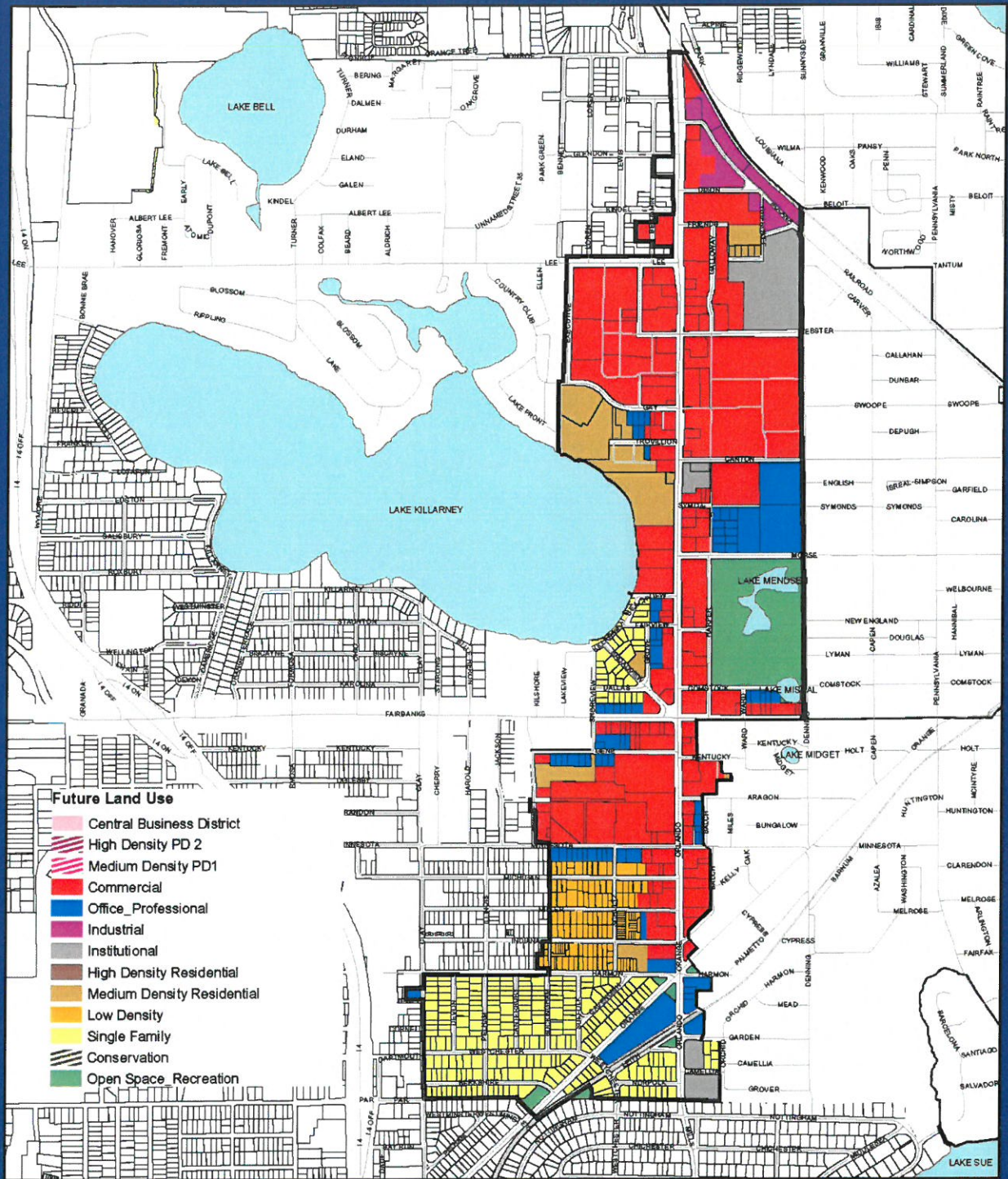
Policy 1-4.1.J.14: Encourage a Public-Private Partnership in Redeveloping Winter Park Tech. The City shall encourage a joint public-private proposal for Winter Park Tech. The City shall coordinate joint planning with the Orange County School Board to identify a project that includes a viable land use mix, as well as density and intensity that meets the common objectives of the School Board, the City and the private developer.

Policy 1-4.1.J.15: Provide for Additional Residential Density at 940 and 1020 W. Canton Avenue. Notwithstanding the residential density limits established elsewhere within this element, this specific policy shall enable the adjacent properties at 940 and 1020 W. Canton Ave (together, the “Properties”), to be used at a combined maximum residential density of up to 25 units per acre for the following reasons:

- The Properties are part of a mixed-use master plan development;
- The Properties are under unified control;
- The Properties are located adjacent to a property approved for a building over 55 feet in height;
- The Properties serve as an appropriate buffer between adjacent commercial uses and residential uses located further to the east;
- The Properties are located proximate to multiple employment centers; and
- The 940 W. Canton Avenue parcel has been previously approved for a four (4) story multi-family residential project under the density and maximum height standards that were applicable to the changes made to the Comprehensive Plan in 2009; due to the Properties being part of a unified mixed-use development under common control, the 1020 W. Canton Avenue parcel was included in calculating the density for this project.
- This density allowance for both properties may only be applied to residential development within the 940 W. Canton Avenue parcel. All other provisions within the High Density Residential future land use designation shall apply to that property.

Policy amended to reflect changes as adopted on October 8, 2012 per Ordinance 2889-12.

Policy 1-4.1.J.16: Provide for Increased Floor Area Ratio on Orlando Avenue Based on Provision of Dedicated Public Parking. Notwithstanding the commercial intensity limits established elsewhere in this element, this policy shall enable the properties fronting on Orlando Avenue to be developed with a maximum commercial intensity (Floor Area Ratio) of 60% as long as one-half of the floor area ratio that is above 45% is dedicated public parking. The dedicated public parking spaces shall be over and above the parking spaces required for the commercial project pursuant to the City of Winter Park Land Development Code.



Coordinate System
NAD 1983 State Plane FL
East FIPS 5001 Feet

Future Land Use Map PLANNING STUDY AREA J U.S. Highway 17-92 Corridor Planning Area

City of Winter Park Planning & Community
Development Department
August, 2008

Source: Orange County Property Appraiser
Created in ArcGIS 9.1 using ArcMap



ALTERNATE PARKING OPTION

PLANNING AND ZONING BOARD

LAKE SIDECROSSING
WINTER PARK

CITY OF WINTER PARK, FLORIDA

Unicorp National Developments Developer | Antunovich Associates Architect | Kimley Horn Civil Engineer

WINTER PARK, FLORIDA | MARCH 23TH, 2015



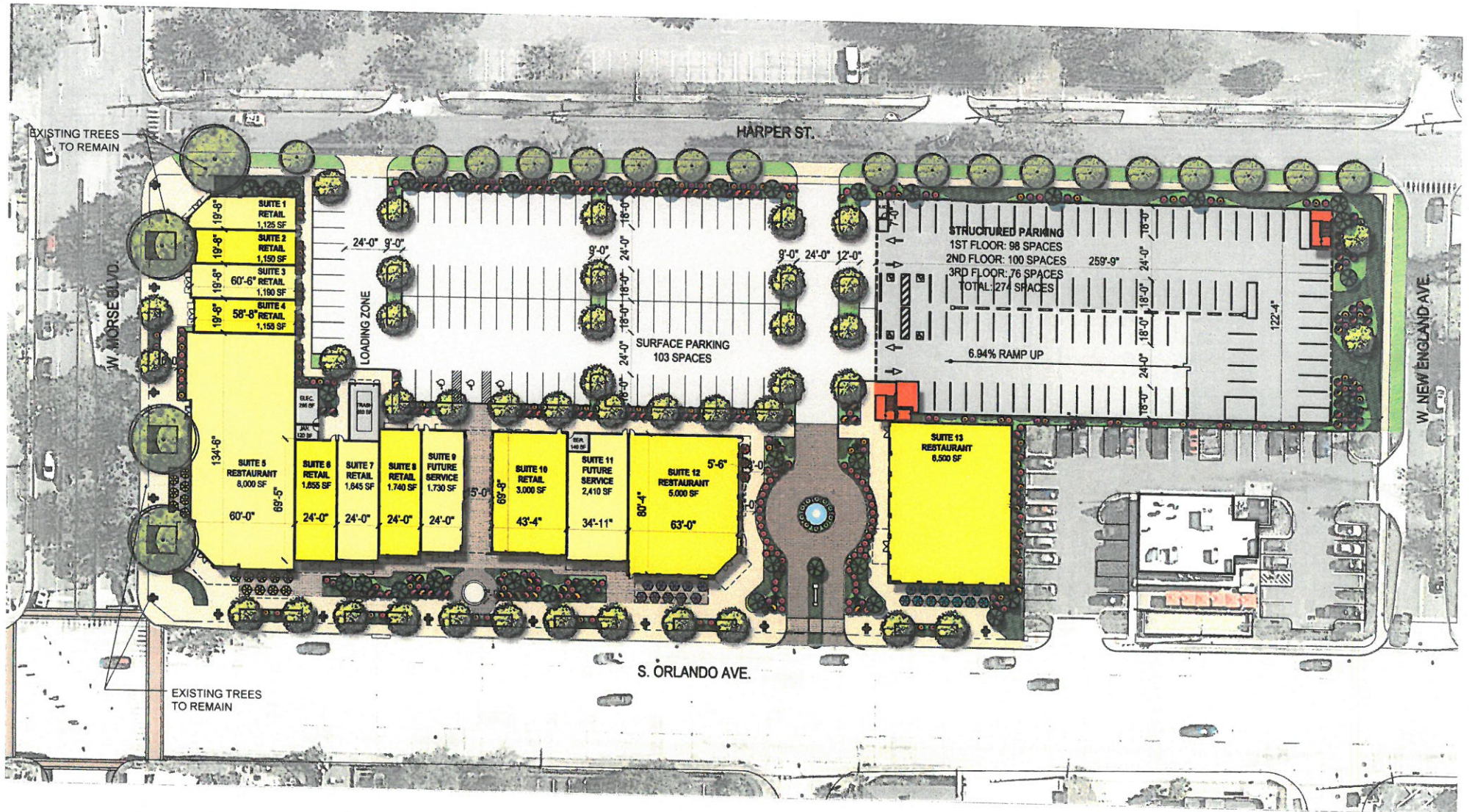
LAKESIDECROSSING WINTER PARK

Unicorp National Developments Developer | Antunovich Associates Architect | Kimley Horn Civil Engineer

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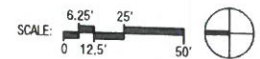
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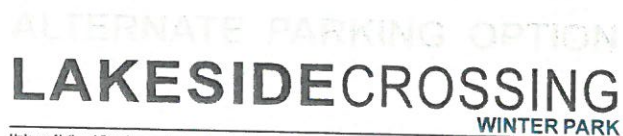


ALTERNATE PARKING OPTION WINTER PARK

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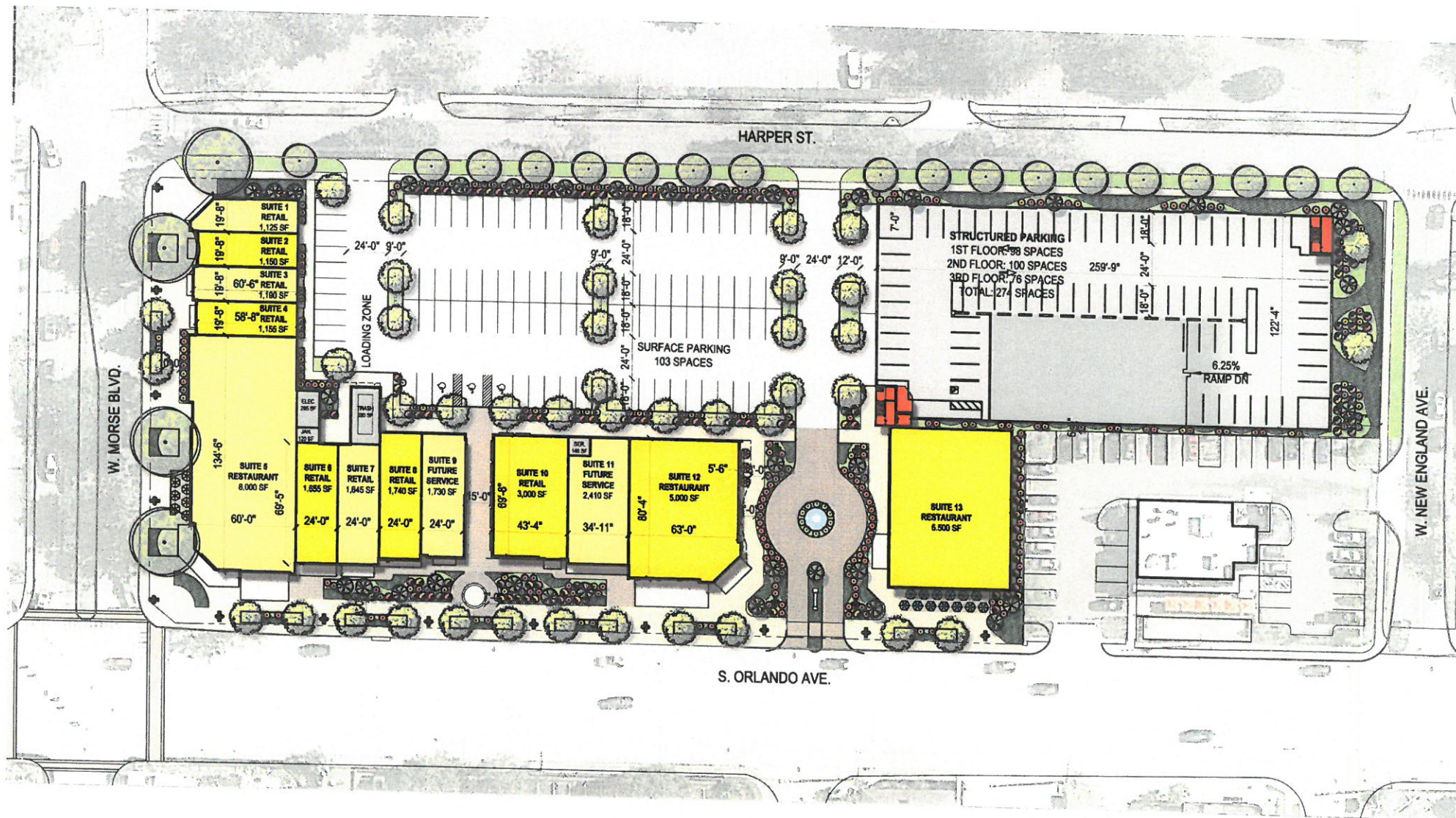


SITE PLAN



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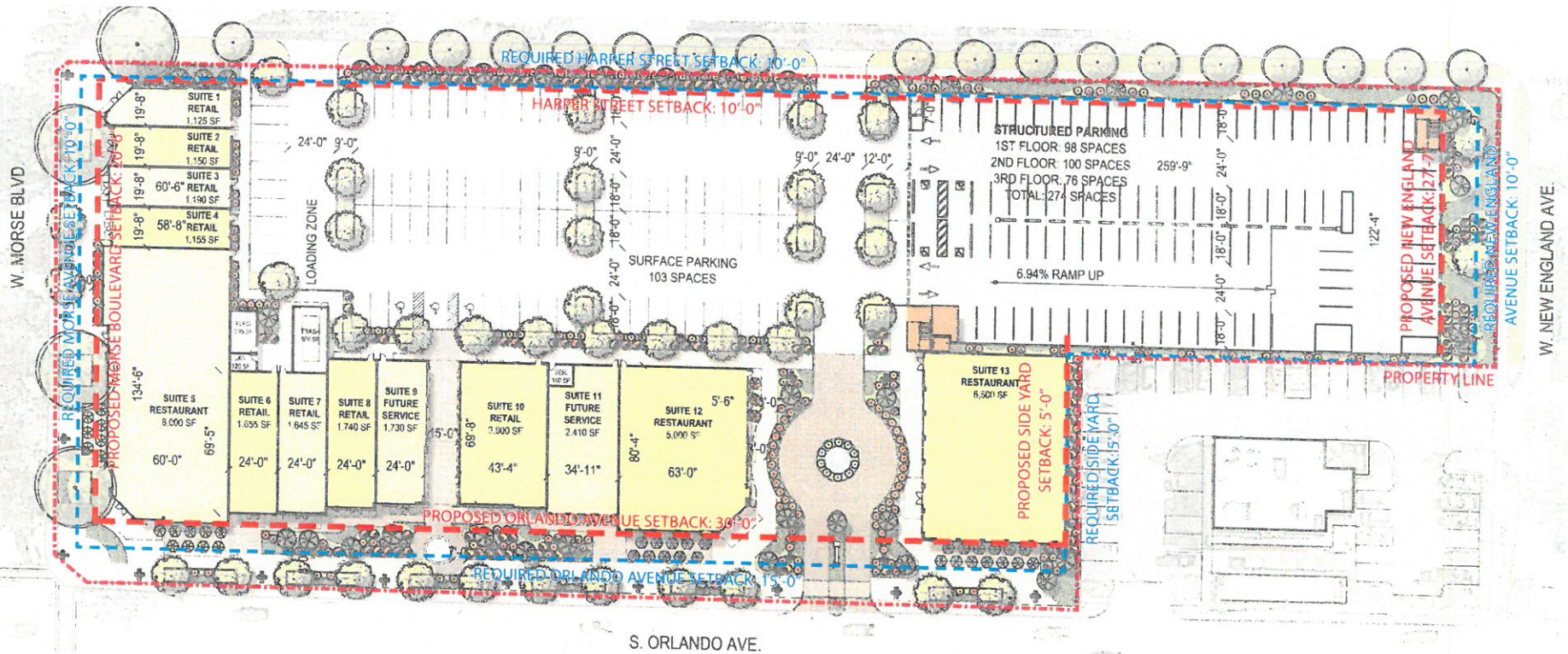


ALTERNATE PARKING OPTION LAKESIDECROSSING WINTER PARK

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GARAGE THIRD FLOOR PLAN



LAKESIDE CROSSING - AREA ANALYSIS: ALTERNATE OPTION									
LEVEL	FLOOR HEIGHT	PARKING			BUILDING HEIGHT	RETAIL			FAR AREA
		GARAGE	SURFACE	GSF		COMMON	RSF	GSF	
3	22'-2"	76		25,160					
2	10'-6"	100		31,947					
1	0	98	103	31,947	'+/- 25'-0"	1,135	36,300	37,435	25,160
TOTAL		274	103	89,054		1,135	36,300	37,435	94,542

C-3 ZONING ANALYSIS					
	PROPOSED	REQUIRED			
SITE AREA	155,314	-	FRONT YARD (Orlando Ave)		
LOT COVERAGE	44.67%	45% Max			
FAR	80.87%	45% Max	FRONT YARD (Other)	Morse Blvd.	20'-6"
PERVIOUS SPACE	14.55%	15% Min		Harper St.	7'
PARKING TOTAL	377	300	SIDE YARD		
				New England Ave.	27'-7"
					5'

* One story retail building height is 25' to top of roof

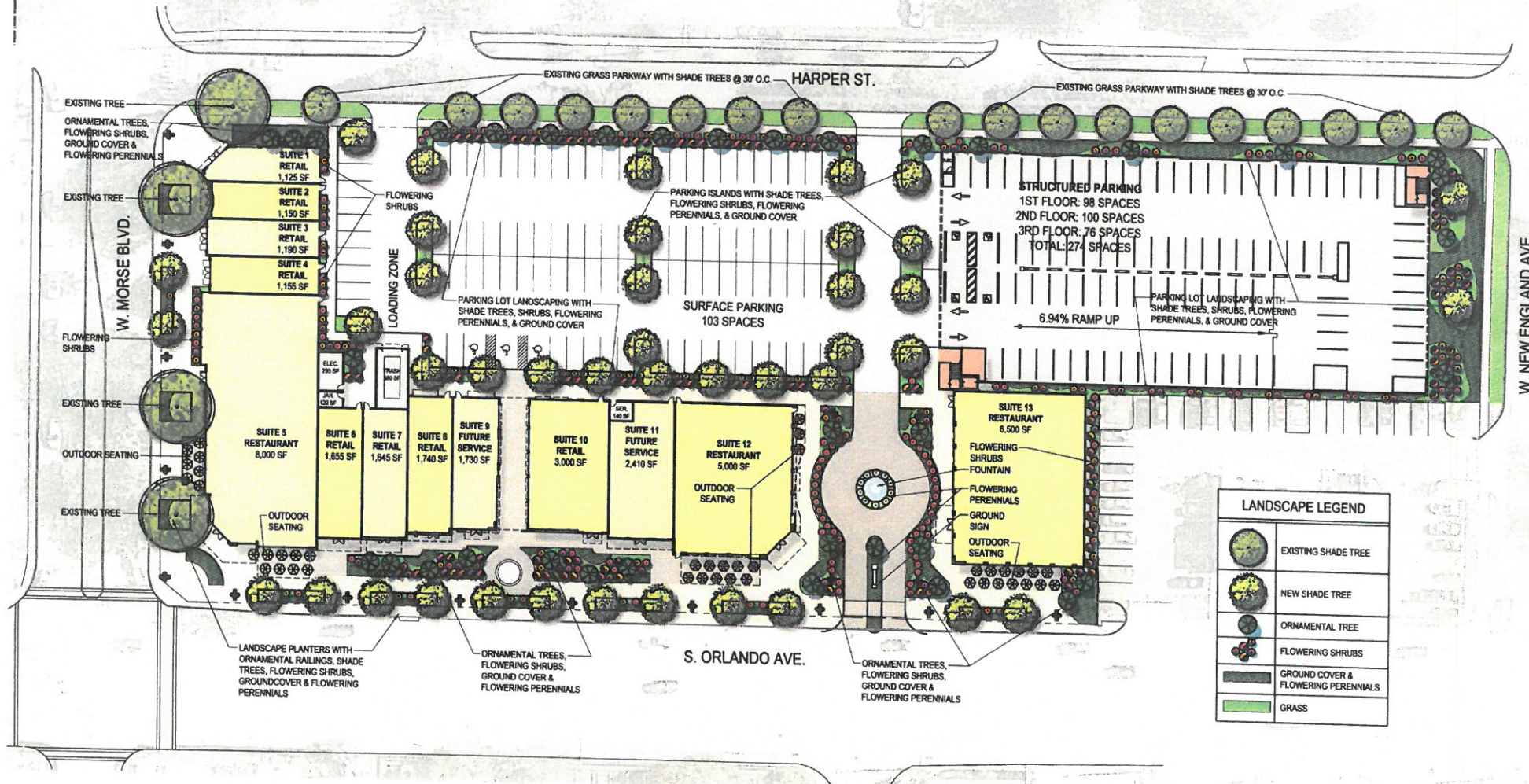
ALTERNATE PARKING OPTION LAKESIDE CROSSING WINTER PARK

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SETBACK DIAGRAM & PROJECT ANALYSIS

WINTER PARK, FLORIDA | MARCH 23TH, 2015

SCALE: NTS



LANDSCAPE LEGEND	
	EXISTING SHADE TREE
	NEW SHADE TREE
	ORNAMENTAL TREE
	FLOWERING SHRUBS
	GROUND COVER & FLOWERING PERENNIALS
	GRASS

ALTERNATE PARKING OPTION LAKESIDECROSSING WINTER PARK

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ALTERNATE PARKING OPTION
LAKESIDECROSSING
WINTER PARK

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2 LEVEL GARAGE- HARPER ST.

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WINTER PARK, FLORIDA | MARCH 23TH, 2015



ALTERNATE PARKING OPTION

LAKESIDECROSSING

WINTER PARK

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2 LEVEL GARAGE- NEW ENGLAND AVE.

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WINTER PARK, FLORIDA | MARCH 23TH, 2015

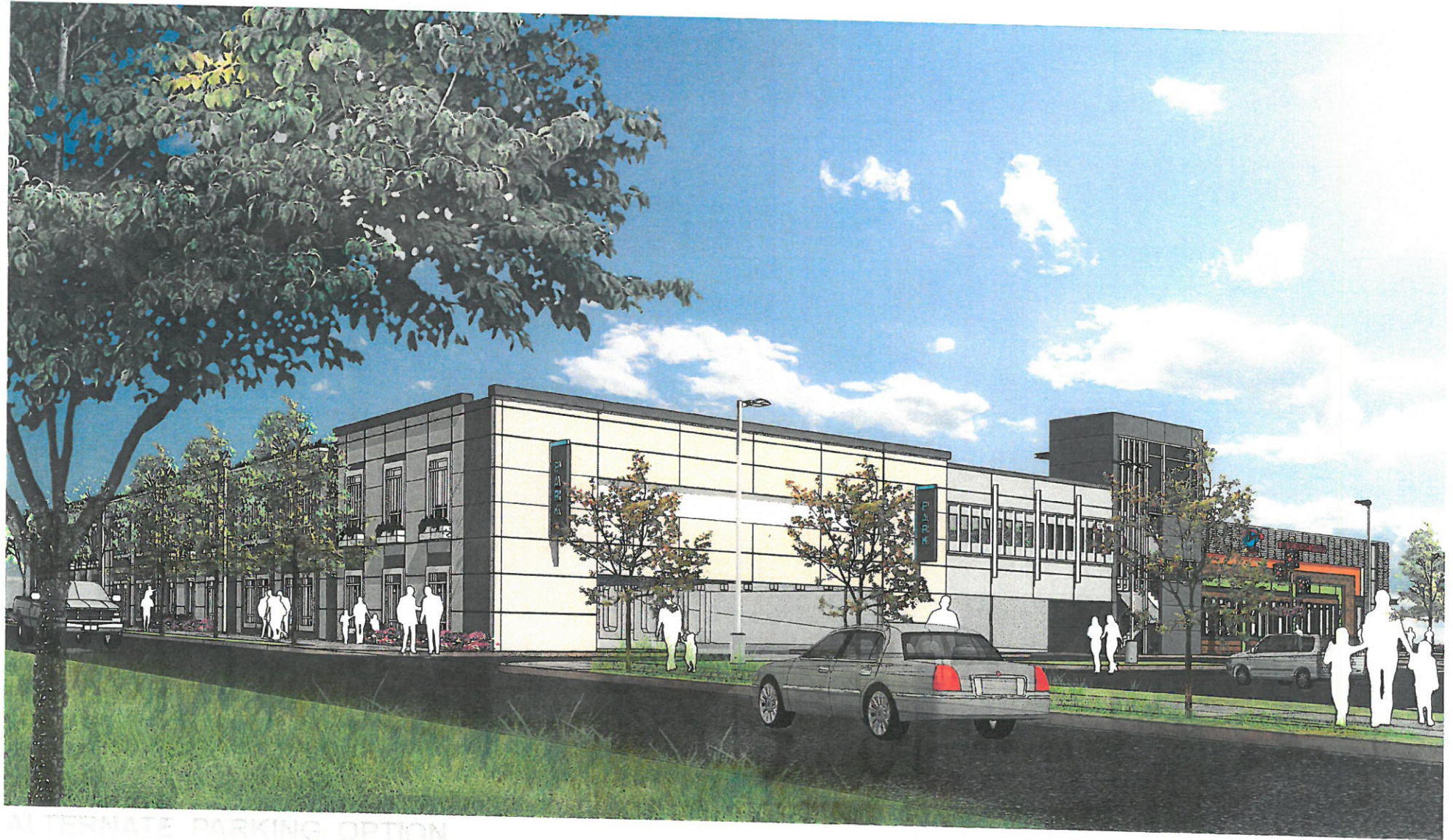


ALTERNATE PARKING OPTION
LAKESIDECROSSING
WINTER PARK

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2 LEVEL GARAGE - AERIAL | 10

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ALTERNATE PARKING OPTION
LAKESIDECROSSING
 WINTER PARK

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3 LEVEL GARAGE - HARPER ST. 11

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ALTERNATE PARKING OPTION
LAKESIDECROSSING
 WINTER PARK

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3 LEVEL GARAGE - NEW ENGLAND AVE. 12

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ALTERNATE PARKING OPTION
LAKESIDECROSSING
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