



city commission agenda

Regular Meeting

September 28, 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 Leslie McCarrick, Winter Park Christian Church Pledge of Allegiance	
3	Approval of Agenda	
4	Mayor's Report	*Projected Time *Subject to change
	a. Presentation - Ronny Jack Coleman Leadership Legacy Award b. Proclamation - Electric Director Jerry Warren retirement	10 minutes
5	City Manager's Report	*Projected Time *Subject to change

6	City Attorney's Report	*Projected Time *Subject to change
7	Non-Action Items	*Projected Time *Subject to change
	a. Parks Master Plan update	15 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
	<ul style="list-style-type: none"> a. Approve the minutes of September 14, 2015. b. Approve the following contracts and formal solicitations: <ul style="list-style-type: none"> 1. Renewal of commercial insurance package with Brown & Brown; and authorize the Mayor to execute the renewal and approve the subsequent purchase order; \$1.124 million. 2. Temporary 90 day extension to Waste Pro of Florida, Inc. (RFP-6-2009); and authorize the Mayor to execute the extension letter. 3. Award to Lee Crest Company, IFB-4-2015, Construction of Brookshire Elementary School Neighborhood Sidewalk Project. 4. Award to William J. Peebles & Capitol Insight, RFP-17-2015, State Lobbyist; and authorize the Mayor to execute the contract. c. Approve the budget amendment for Public Works and the Building Department for the Cady Way Cycle Track improvements and the Building Interactive Voice Response (IVR) software. d. Authorize the City Manager, in consultation with the City Attorney, as needed, to sign purchase orders for payment of HIDTA personnel and operations, subject to the condition that the HIDTA grant funds will be the sole source of money to pay these obligations. Additionally, authorize purchase orders in the amounts of \$85,000, \$120,000 and \$156,000 for several independent contractors who provide specialized and confidential investigative services on behalf of HIDTA; and a purchase order for \$126,000 for facility expenses of HIDTA. e. Authorize the Mayor to execute the Florida Power & Light Company Native Load Firm and System Firm Partial Requirements Power and Energy Transaction Confirmation f. Authorize the Mayor to sign a lease agreement between the City of Winter Park and the Winter Park Benefit Shop g. Approve the Watermain Construction Agreement; Cost-Sharing Agreement between the City and UP Fieldgate US Investments – Winter Park, LLC (the "Developer") 	5 minutes

10	Action Items Requiring Discussion	*Projected Time *Subject to change
	a. City Attorney contract	10 minutes
11	Public Hearings	*Projected Time *Subject to change
	a. <u>Request of Ferna Bernstein for the annexed property at 1566 W. Fairbanks Avenue:</u>	10 minutes
	- Ordinance – Amending the comprehensive plan Future Land Use Map to establish a Commercial Future Land Use Designation (2)	
	- Ordinance – Amending the official zoning map to establish Commercial (C-3) District zoning (2)	
	b. Subdivision or lot split of 1004 N. Pennsylvania Avenue	20 minutes
	c. <u>Request of Phil Kean Designs, Inc. for the property at 652 West Morse Boulevard:</u>	20 minutes
	- Ordinance – To change the future land use map designation of Commercial to Central Business District (1)	
	- Ordinance – To change the existing zoning designation of Office (O-1) District to Commercial (C-2) District (1)	
	- Conditional use approval to redevelop the property into 11 residential units that are two and three story in height with a total project size of 40,566 square feet.	
	d. <u>Request of Sydgan Corporation:</u>	
	- Ordinance – Vacating and abandoning the 5’ utility easement located on Block “G” of the Home Acres Subdivision and the 1999 Florida Power Corporation distribution easement (1)	10 minutes
12	Budget Public Hearings (Must be held after 5:00 p.m.)	Projected Time
	a. Ordinance - Adopting the millage rate (2)	15 minutes total
	b. Ordinance - Adopting the FY 2016 annual budget (2)	
13	City Commission Reports	*Projected Time *Subject to change
	a. Commissioner Seidel	
	b. Commissioner Sprinkel	
	c. Commissioner Cooper	
	d. Commissioner McMacken	
	e. Mayor Leary	10 minutes total

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

September 28, 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
Railroad crossing update	Grade crossing repairs included in a CIP managed by FDOT.	Notice to Proceed for construction expected October 2015.
Future tree plantings	As of September 14, 2015: Total Trees Planted: 452 Trees proposed but declined 50 Shade trees planted 310 <ul style="list-style-type: none">• Live oak (268)• Southern magnolia(22)• Red maple (9)• Bald cypress (3)• Tulip poplar (1)• Long leaf pine(7 special project) Medium trees planted 49 Understory trees planted 93 Note: locations where medium and understory were planted did not meet the criteria for shade tree planting.	Will be updated quarterly.
MLK (Rollins) Restroom	Contractor is currently constructing foundation and walls. Construction will take approximately (four) 4 months.	Anticipate completion by the end of the year.
Historic Preservation Ordinance	Draft under review by the Historic Preservation Board.	Public forums: October 7 @ 9:00 am and 5:00 pm in Commission Chambers Ordinance to be presented to the Commission on November 9.
Visioning Steering Committee	Inviting community to participate at www.visionwinterpark.org .	September 29, 3:00 – Steering Committee meeting @ Community Center October 27, 5:30-7:30, Mead Gardens – Keynotes in the Park

New Hope Baptist Church Project	The exterior of the buildings, accessible restrooms, landscaping, parking and drainage have been completed and approved; however, the Pastor has not yet received DCF approval for a day care center. The Pastor has been notified of the expiration of the conditional use permit, and has stated he will follow up with the Planning Department to ask for an extension.	Approved conditional use will expire in September 2015.
Library Public Sessions	Report to come to the City Commission on October 26.	
Street Performers ordinance	Park Avenue Merchant's Association meeting in October. Goes to Parks Board in October and City Commission in November.	
90 Day Report	Attached.	

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.

90 Day Plan

Note: The dates below are tentative and subject to change.

October 12

- Legislative Priorities

October 26

- Update Flood Ordinance
- Library report from consultants
- Shallow Lot ordinance
- Rollins Day Care
- New Hope Baptist Church conditional use request
- Residential Code Glitch Cleanup

November 9

- Street Performer Ordinance
- Library/Civic Center Bond Ordinance
- Ravaudage Development Order modifications
- Historic Preservation Ordinance
- NOD for Progress Point
- Ordinance concerning rental properties

November 23

- Golf Course Proposals
- Winter Park Health Foundation/Wellness Center Redevelopment

- Showalter Agreements

December 14

- Fire Department Standard of Cover Update
- Sign Ordinance
- Blake Yard discussion

Other important activities in the next quarter:

- October 10 & 11 – Autumn Art Festival
- November 6 - Veteran's Day Celebration
- December 3 - Christmas in the Park
- December 4 – Holiday Tree Lighting
- December 5 – Christmas Parade
- December 14 – December 18 – Qualifying for Commission seats 3 & 4




PARKS AND RECREATION MASTER PLAN OVERVIEW

A CITY COMMISSION UPDATE OF:
THE PARKS AND RECREATION MASTER PLAN
WARD / SHOWALTER / CADY WAY COMPLEX

SEPTEMBER 28, 2015




The Parks and Recreation Master Plan

- The Parks and Recreation Master Plan is an overall view and evaluation of the parks and recreation facilities. It provides direction for maintaining an acceptable level of service and facilities for today's citizens and the future.
- 




History :

- In 2008 the current Parks and Recreation Master Plan was prepared by Wade Trim at a cost of \$ 101,059.00 and completed 14 years after the previous Master Plan (1994)
 - The Comp Plan now recommends that the Master Plan be updated every 5 years.
 - We are now 2 years past our Comp Plan recommended update of the current Master Plan.
- 




Master Plan Recommendations:

- Land acquisition for future park needs. (population)
 - Maintain standard of 10 acres per 1000 population.
 - Consider earmarked bond proceeds for parks upgrades.
 - Development of new parks with operation resources.
 - The budget process must assure citizens needs are met.
 - Evaluate and adjust user fees for cost of service.
 - Consider public-private partnerships and joint ventures.
 - Utilize native Florida species in landscaping.
- 




Master Plan Recommendations:

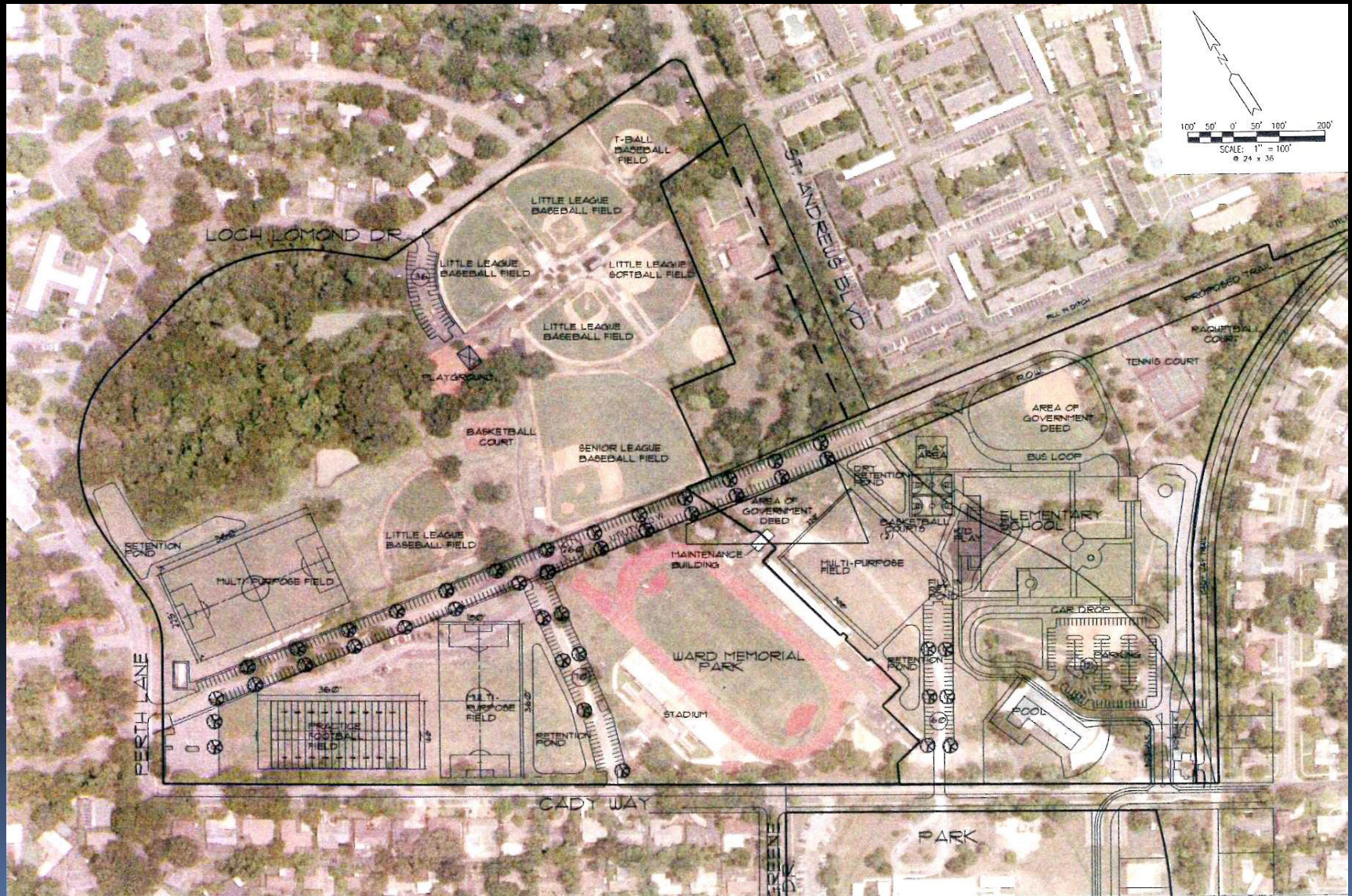
- Re-evaluate Impact Fees.
 - Pursue grant funding.
 - Continue to coordinate with fine arts organizations.
 - Continue special events which enhance community pride.
 - Expand social programming.
 - Increase access to lakefronts.
 - Increase bicycle and pedestrian access to parks.
 - Pursue energy conserving technologies and design.
 - Expand recreation facilities to include 8 new multipurpose fields, 1 basketball court, 6 boat ramps, 4 fishing docks, 1 linear mile of trails. (SCORP Standards)
- 



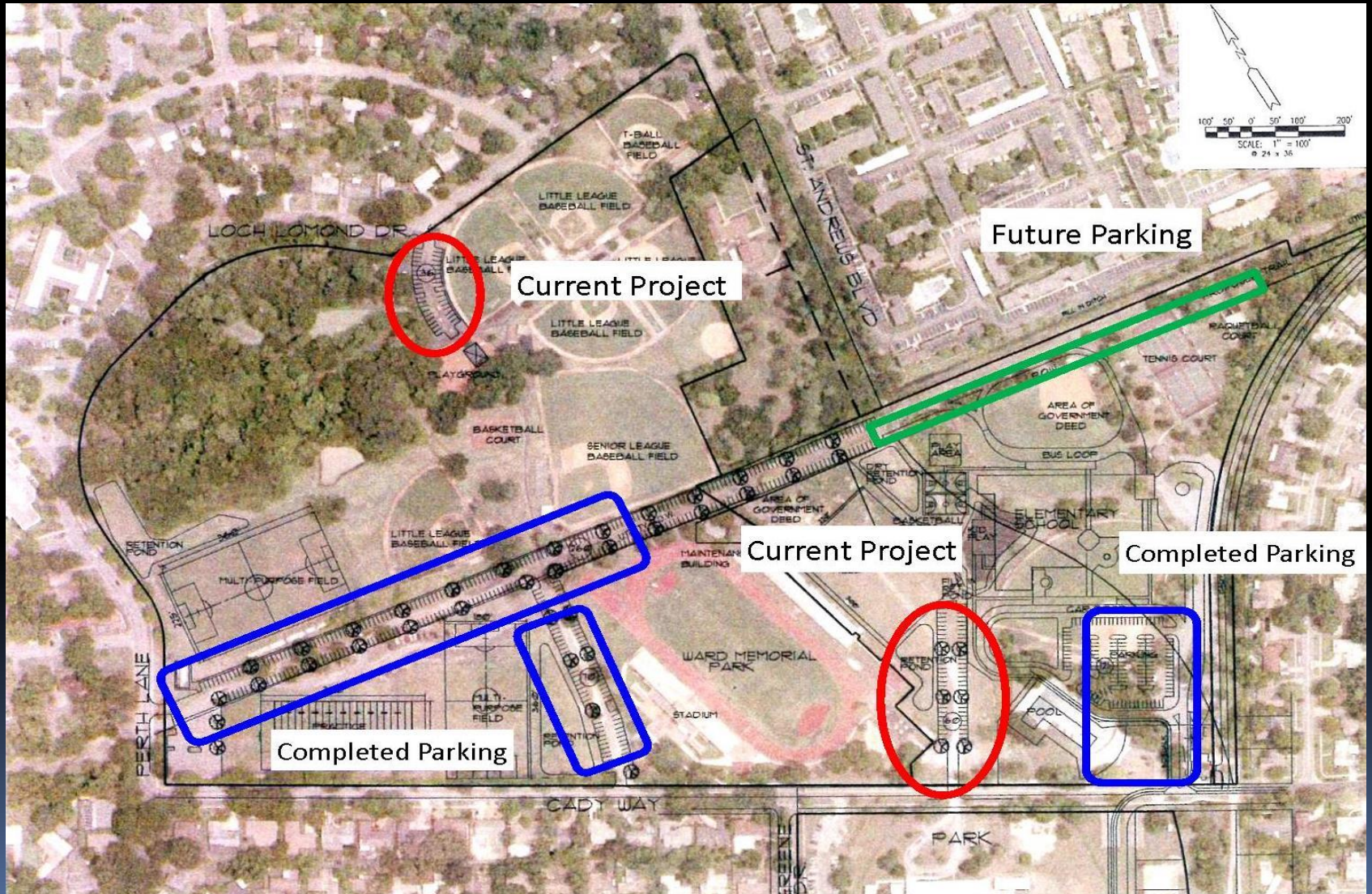
Master Plan Recommendations:

- Improve and expand parks maintenance to meet demand.
 - Upgrade existing facilities and parks.
 - Operations and maintenance upgrades for parks.
- 

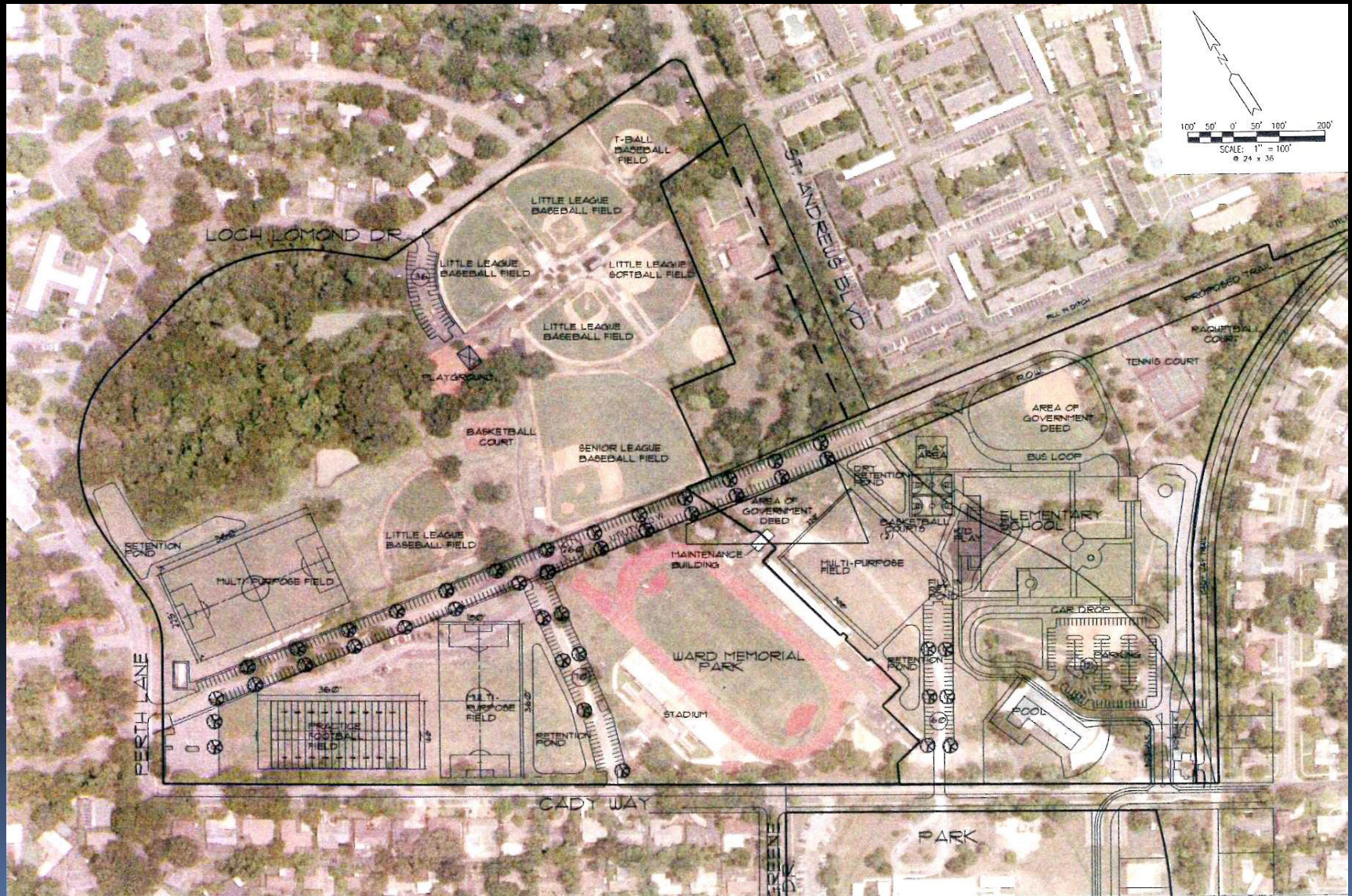
Master Plan Conceptual Designs:



Parking Lot Progress



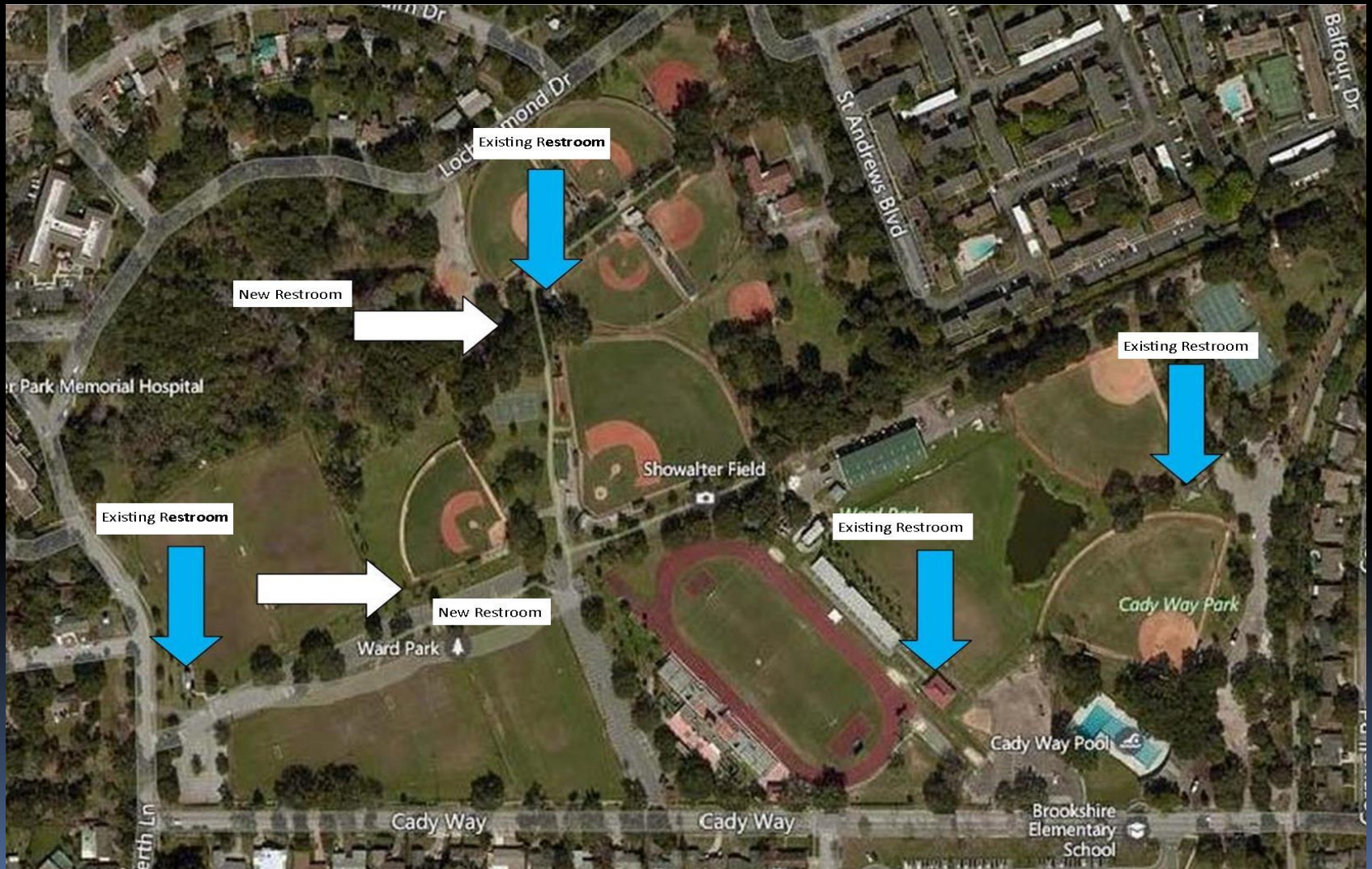
Master Plan Conceptual Designs:



Athletic Field Progress




Ward Park Restrooms





Additional Ward Park Improvements

- New Field Lighting #9 Softball
 - New Field Lighting for Showalter East
 - Refurbishment of existing Baseball restrooms
 - Improvements to Ward Park drainage and environmental area
- 



Master Plan Overview

Ward / Showalter / Cady Way Park

■ Questions?



REGULAR MEETING OF THE CITY COMMISSION
September 14, 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. Mayor Leary asked for a moment of silence to remember those who lost their lives on September 11, 2001 and the days since in the battles we have been facing. The invocation was provided by Executive Assistant Juanita Grant-Ford, followed by the Pledge of Allegiance.

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 Thu Pham
City Clerk Cynthia Bonham

Approval of the agenda

Motion made by Commissioner Sprinkel to approve the agenda; seconded by Commissioner Cooper and carried unanimously with a 5-0 vote.

Mayor's Report

a. Appointment of Selection Committee for Golf Course RFP

Upon discussion there was a consensus to appoint two task force members, two staff members and one City Commission member.

Motion made by Mayor Leary to appoint Matt Hegarty, Gary Diehl, John Holland, Randy Knight, and myself Steve Leary to serve as the RFP team; seconded by Commissioner Seidel and carried unanimously with a 5-0 vote. The process was clarified. The ranking will come to the Commission for approval after the selection committee completes their ranking.

City Manager's Report

Commissioner Sprinkel thanked staff for including the types of trees planted. She asked if the tree sizes have gotten smaller. She spoke about the need to settle on how much space is needed between trees for certain types because of wanting to plant live oaks whenever possible so they are on the same page as they move forward. Commissioner McMacken stated he would like for this to come back for a future discussion item because he hears about this frequently.

Commissioner Sprinkel inquired about the New Hope Church conditional use approval and the need to be on top of this because of the portables being allowed. City Manager Knight stated this will be coming back to the Commission.

City Attorney's Report

No report.

Non-Action Item

No items.

Consent Agenda

- a. Approve the minutes of August 24, 2015.
- b. Approve the following purchases and contract:
 1. PR157905 to Sternberg Lanterns for Electric Street Poles; \$103,756. **PULLED FOR DISCUSSION. SEE BELOW.**
 2. PR158378 to Technical Solutions for Alum Station Upgrades for Lake Osceola; \$220,853.
 3. PR158379 to Technical Solutions for Alum Station Upgrades for Lake Mizell; \$100,189. **PULLED FOR DISCUSSION. SEE BELOW.**
 4. Award to Fisher & Phillips for Labor Attorney services (RFP-18-2015); and authorize the Mayor to execute contract; \$45,000. **PULLED FOR DISCUSSION. SEE BELOW.**
- c. Approve Amendment One to the lease agreement with Crealde Arts, Inc. for the Hannibal Square Heritage Center.

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

Consent Agenda item b-1: PR157905 to Sternberg Lanterns for Electric Street Poles; \$103,756

Commissioner Sprinkel asked if we received the new pricing for the lanterns and poles. Assistant Electric Director Terry Hotard addressed the backlog of areas in Stonehurst, Mayfield and Kenwood that have already been through the voting process and achieved the 66% necessary to move forward. He spoke about alternatives to the Sternberg Lanterns that they will review to try and reduce the cost of the poles that will come before the Commission at a later date. Mayor Leary asked that this be expedited because of the large reduction in cost.

Consent Agenda item b-3: PR158379 to Technical Solutions for Alum Station Upgrades for Lake Mizell; \$100,189

Upon questioning by Commissioner Sprinkel, it was clarified that these are only equipment upgrades because of outdated technology. Assistant Public Works Director Don Marcotte addressed the plan for when these will be done.

Consent Agenda item b-4: Award to Fisher & Phillips for Labor Attorney services (RFP-18-2015); and authorize the Mayor to execute contract; \$45,000

Commissioner Sprinkel asked about this process. City Manager Knight stated the labor attorney works for City Management and explained the process and ranking for approval.

Motion made by Commissioner Sprinkel to approve Consent Agenda items b-1, b-3, and b-4; seconded by Mayor Leary. No public comments were made. **The motion carried unanimously with a 5-0 vote.**

Action Items Requiring Discussion

- a. Consideration of disposal of City owned property located at 301 W. Comstock Avenue known as the Blake Yard

Planning Director Dori Stone stated this is a follow up to the work session held regarding the possible disposal of the Blake Yard property. She provided an analysis that looked at possible entitlement options. She addressed the consideration of either Single Family Residential with an R-1A zoning district or Low Density Residential with an R-2 zoning district which is compatible with the surrounding development. She also addressed the possibility of developing the property as a park site if the Commission decides to dispose of the property.

Motion made by Commissioner Sprinkel for the R-2 zoning and to get an appraisal before we do anything else with it. Upon discussion and comments that there is no rush to make a determination whether to sell this property, **Commissioner Sprinkel withdrew her motion.**

Motion made by Commissioner McMacken to direct staff to get an appraisal on the property based on R-2 zoning, and to simultaneously present this property to both the Planning and Zoning Board and the Parks Board to get their input on any future development in this area and to determine whether or not it is an asset that the City should consider hanging onto. After comments that the appraisal would cost \$3,000-\$4,000, **the motion was withdrawn.**

After further discussion, there was a consensus to forward this to the Planning and Zoning Board and the Parks and Recreation Board first for review to determine the proper zoning classification and to obtain their input on any future development in this area and whether a Notice of Disposal (NOD) should be issued and if an appraisal should be done. No public comments were made.

- b. Progress Point Notice of Disposal

The background information as submitted to the Commission is as follows: In 2011, the city exchanged a city-owned property for the property located at 1150 Orange Avenue known as the Progress Point site. This site is approximately 3.74 acres in size and currently has a FLU designation of Office with an O-2 zoning classification.

In April 2015, city staff issued a Notice of Disposal (NOD) to solicit proposals for the redevelopment of the Progress Point site. The NOD was advertised in the Orlando Sentinel and also on an on-line commercial property sale site known as Loop Net. The city staff issued over 30 packets containing information about the property and the NOD. After a 90 day period, the only proposal was submitted by ROC Development who is proposing an 82 unit assisted living center with a 32 bed memory care facility as well as a 6,000 square foot restaurant with outdoor dining on the point of the property. Palmetto Avenue is proposed to remain open.

The developer has offered \$4.5 million for the entire site, which is in keeping with the 2011 appraisal of \$4.4 million with approximately \$12.9 to \$16.7 million for the buildings. ROC is a for-profit corporation and is subject to ad valorem tax. This development activates the taxable value which is estimated to be \$71,000 - \$86,000 to the city's general fund. The buyers also understand that they will be responsible for the debt service special assessments from the Orange Avenue improvements. This redevelopment is anticipated to bring over 100 new jobs to the city for the assisted living center with an additional 50 employees in the restaurant site.

The City Commission can choose to either accept the proposed NOD or reject it. If the proposal is accepted, staff will negotiate a contract between the city and the buyer and ask the city attorney to prepare a closing document. The acceptance of this offer does not authorize any change to land use, zoning or a conditional use application. The buyers will be responsible to make all appropriate applications and go through the required public hearing processes. It is anticipated that the conditional use application for the proposed development will require a city-wide notice which will bring the project forward through the development process in January 2016. The Economic Development Advisory Board (EDAB) reviewed the proposal and recommended unanimously to support the sale for this proposal.

Planning Director Dori Stone summarized the background. She provided updated information on the appraisal that came in at \$5,690,000 and asked for direction.

Phil Anderson, ROC Seniors Development Chief Investment Officer, presented their proposal for an assisted living facility/memory care facility to be located on this property. He expressed the need for this type of development in the City and asked that this sale be approved for \$4.5 million.

Ms. Stone clarified that this particular project being proposed is not being approved this evening; it is only a decision whether or not to sell this property and that this is not a land use or zoning hearing. Mayor Leary expressed concerns that the potential buyer believes that if the City approves the sale of the property to them that they are entitled to build the project as presented.

Commissioner Sprinkel disagreed with selling the property at the lower amount due to the current appraisal being higher. Commissioner Cooper agreed with the use of

the property but wanted to negotiate the cost because of the appraisal. There were concerns that the higher cost would bring higher density to a project going in there. Commissioner McMacken agreed with the use but was uncomfortable with the cost and the possibility of another project bringing in higher density to the area. Mayor Leary disagreed with the use of this property and could not support it. The Notice of Disposal process was addressed.

Upon further discussion, **motion was made by Commissioner Cooper to approve the use of the property and that we ask staff to go back and negotiate based on the recent appraisal; seconded by Commissioner McMacken for discussion.** Commissioner McMacken expressed concerns that the discussion with the applicant will involve increased density.

The motion was amended by Mayor Leary to deny this sale and to send this to the Planning and Zoning Board and get their thoughts from a planning perspective as to what they believe would be the best fit for this corridor; seconded by Commissioner Sprinkel.

The following spoke in opposition:

David Johnston, 636 Darcey Drive
Lamont Garber, 1071 Lakeview Drive
Ed Sabori, 446 Melrose Avenue
Stephanie Henley, 919 Orange Avenue
David Goggin, 1021-1027 Orange Avenue
Bill Sullivan, 1350 Orange Avenue, Suite 201

The following spoke in favor:

Kim Allen, 271 Virginia Drive
Peter Schreyer, Crealde School of Art

Nancy Shutts, 2010 Brandywine Drive, agreed to table and take back to the P&Z but believed this facility would be an asset.

Motion made by Commissioner McMacken to table this item and that this item go to the Planning and Zoning Board for review and that the applicant meet with staff and see if the differential in the appraised price and the offer can be eliminated. I cannot sell the property for less than what it has been appraised at. The motion was seconded by Mayor Leary. 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.

It was clarified that the P&Z will review this and bring back potential uses as to what is appropriate for this location and compatible with the neighborhood and to make sure all the options come before the Commission when they act on this again.

Recess

There was a recess taken from 5:20 – 5:38 p.m.

Public comments (items not on the agenda)

1. Nancy Shutts, 2010 Brandywine Drive, addressed the need to clean up storm drain inlets in the City rights-of-way. She also spoke about the Utilities Advisory Board policy statement currently adopted regarding the gross revenues of the general, electric and water/sewer funds that generates money for organizational support and the use of stormwater utility revenue.
2. Chuck Whittall, Unicorp Corporation, addressed why they did not bid on the Progress Point Notice of Disposal because it would not command the same type of retail they can get on 17-92.

Budget Public Hearings:

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING A 4.0923 MILL AD VALOREM TAX LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE GENERAL OPERATING EXPENSES OF THE CITY, A .0892 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2004, AND A .1858 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2011 First Reading

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016 AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN; APPROPRIATING FUNDS FOR THE GENERAL FUND, DESIGNATIONS TRUST FUND, STORMWATER UTILITY FUND, COMMUNITY REDEVELOPMENT FUND, FEDERAL FORFEITURE FUND, POLICE GRANT FUND, DEBT SERVICE FUND, WATER AND SEWER FUND, ELECTRIC UTILITY FUND, FLEET MAINTENANCE FUND, VEHICLE/EQUIPMENT REPLACEMENT FUND, EMPLOYEE INSURANCE FUND, GENERAL INSURANCE FUND, CEMETERY TRUST FUND, GENERAL CAPITAL PROJECTS FUND AND STORMWATER CAPITAL PROJECTS FUND; PROVIDING FOR MODIFICATIONS; PROVIDING FOR AMENDMENTS TO SAID ANNUAL BUDGET TO CARRY FORWARD THE FUNDING OF PURCHASE ORDERS OUTSTANDING AND UNSPENT PROJECT BUDGETS AS OF SEPTEMBER 30, 2015; AND AUTHORIZING TRANSFER OF FUNDS HEREIN APPROPRIATED BETWEEN DEPARTMENTS SO LONG AS THE TOTAL FUND APPROPRIATIONS SHALL NOT BE INCREASED THEREBY First Reading

Mayor Leary made the following comments:

"The millage rate needed for Fiscal Year 2016 to generate the same property tax revenue for the City as in 2015, based on the Property Appraiser's certification, is 3.8774 mills.

The budget proposed by the staff with amendments generally agreed to by the City Commission requires a millage of 4.0923 mills which has been the rate levied by the city for the last seven years. The proposed millage of 4.0923 mills would represent an increase in property taxes, not counting new construction and the City's dedicated increment value payment to the Community Redevelopment Agency, of 5.54%. This increase in property taxes levied over the prior year is not due to any change in tax rate but is due to the increase in assessed values of properties.

In addition, a 0.0892 mill voted debt service is levied to cover the debt service of the General Obligation Bonds, Series 2004 approved by the citizens of Winter Park at the June 4, 1996 bond referendum, and a 0.1858 mill voted debt service is levied to cover the debt service of the General Obligation Bonds, Series 2011 approved by the citizens of Winter Park at the May 16, 2000 bond referendum."

This was a simultaneous public hearing. Attorney Pham read both ordinances by title. City Manager Knight stated that the items agreed to at the work session have been incorporated into the budget presented this evening. No public comments were made.

The request of the Keep Winter Park and Sustainable Board for funding of \$40,000 was discussed. City Manager Knight stated this could be funded at a later date if the Commission agreed. There was a consensus to discuss this at a later time.

Motion made by Commissioner McMacken to accept the millage ordinance on first reading; seconded by Commissioner Cooper. 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 budget ordinance on first reading; seconded by Commissioner Cooper. 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. Selection of City Attorney

City Manager Knight spoke about the two contract options for the number one ranked firm Fishback Dominick for attorney services as follows:

Option 1 is directly from their proposal. It is a monthly retainer of \$5,500 which covers the first 30 hours each month with hours above 30 billed at their hourly rates.

Option 2 is a monthly retainer of \$15,500 which covers the first 80 hours each month with hours above 80 billed at their hourly rates. Based upon the City's history in using attorney services staff recommends this option.

Discussion ensued that the current number of hours used for attorney services has been about 200 hours a month. Commissioner Cooper spoke about the ranking between Fishback Dominick and the Garganese firm only being one point apart and because of the cap of 80 hours on the Fishback retainer she wanted to consider the Garganese firm. Commissioner Sprinkel stressed the importance to use discretion as to when and why the Attorney is called because using the Attorney for 200 hours or more a month is extravagant.

Motion made by Mayor Leary to approve Option 2; seconded by Commissioner Sprinkel. Commissioner McMacken expressed concerns with the 80 hour cap for the retainer and asked that this is negotiated and upgraded.

Kurt Ardaman, Fishback Dominick, addressed their efficiency and the understanding that staff will make an extra effort to create their documents themselves for Attorney review which will save many hours. He stated that 120 hours is doable and that this should be reviewed sooner than six months to see if that is sufficient.

Motion made by Commissioner McMacken to table this item and have staff discuss increasing the 80 hours to 120 hours; seconded by Commissioner Cooper. Upon a roll call vote, Commissioners Seidel, Cooper and McMacken voted yes. Mayor Leary and Commissioner Sprinkel voted no. The motion to table carried with a 3-2 vote.

Public Hearings:

- a. ORDINANCE NO. 3008-15: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING ORDINANCE NO. 1882 "AFFORDABLE HOUSING" SO AS TO EXPAND THE PROGRAM TO INCLUDE WORKFORCE HOUSING, PROVIDING DEFINITIONS, PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS AND AN EFFECTIVE DATE Second Reading

Attorney Pham read the ordinance by title. Commissioner Cooper spoke about being uncomfortable with creating entitlements for the middle class and encouraging developers to build more density. Planning Director Stone stated this ordinance only expands any fee collected as part of the linkage fee to be used in any affordable or workforce programs.

Motion made by Commissioner McMacken to adopt the ordinance; seconded by Commissioner Sprinkel. No public comments were made. **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 Ferna Bernstein for the annexed property at 1566 W. Fairbanks Avenue:

Attorney Pham read the ordinances by title. Planning Manager Jeff Briggs explained the ordinances put into effect the comprehensive plan and zoning for this property that was annexed from Orange County.

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO ESTABLISH COMMERCIAL FUTURE LAND USE ON THE ANNEXED PROPERTY AT 1566 WEST FAIRBANKS AVENUE AND TO INDICATE THE ANNEXATION ON THE OTHER MAPS WITHIN THE COMPREHENSIVE PLAN, MORE PARTICULARLY DESCRIBED HEREIN. First Reading

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO ESTABLISH COMMERCIAL (C-3) ZONING ON THE ANNEXED PROPERTY AT 1566 WEST FAIRBANKS AVENUE, MORE PARTICULARLY DESCRIBED HEREIN. First Reading

Motion made by Commissioner Cooper to accept the comprehensive plan ordinance 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 zoning ordinance 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.**

c. Request of Unicorp National Developments, Inc.:

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 Second Reading **(THIS ORDINANCE WAS DENIED AND NOT ADOPTED)**

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING", SECTION 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 CONFLICTS, SEVERABILITY AND EFFECTIVE DATE Second Reading **(THIS ORDINANCE WAS DENIED AND NOT ADOPTED)**

Attorney Pham read the ordinances by title. Planning Manager Jeff Briggs spoke about the public hearing in June whereby they believed the best way to expand the parking garage from 2 ½ to 3 levels was to change the comprehensive plan and zoning code to provide the provisions for the extra Floor Area Ratio. He stated this is a valid method but the City Attorney determined the City could adopt a development agreement in lieu of amending the comprehensive plan. He stated the Commission now has a development agreement so they need to determine the method of accomplishing this and if they do not want to amend the comprehensive plan, the ordinances need to be denied and then move onto the conditional use which has the development agreement to implement it. Planning Director Stone stated either way is legally sufficient and gets the applicant to where he needs to go. No public comments were made.

After further comments, **motion was made by Commissioner Cooper to deny the comprehensive plan ordinance, seconded by Commissioner Sprinkel. 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.** Because the comprehensive plan ordinance was denied, no further action was taken on the zoning ordinance.

- d. Request of Unicorp National Developments, Inc.: Final conditional use approval for the Lakeside Crossing redevelopment of the former Mt. Vernon Inn property in order to allow an increase in the size of the parking garage by approximately 75 spaces from a two and a half level structure to a three level structure on the property at 110 S. Orlando Avenue, zoned C-3 and providing for certain exceptions and for the approval of a development order pertaining to the project

Planning Manager Jeff Briggs stated this is the final conditional use for the Lakeside Crossing project that only deals with the expanded parking garage (2 ½ to 3 levels) which has been recommended by the P&Z. The variances are incorporated into the development agreement that contains all the entitlements granted and variances and conditions placed on the project which includes the parking management plan that comes later. He commented that the site plan remains the same and the parking garage has not changed in terms of dimensions, setbacks, etc.

He stated what has changed significantly for the positive is the elevations, look and appearance of the parking garage because the developer has taken the new parking garage design guidelines and has redone the exterior very much consistent with the goals of the City to improve the appearance and look of parking garages. He spoke about the landscape plan that accompanied the parking garage which is recommended for approval. He also addressed the opportunity for the applicant to have a dental tenant which requires three more parking spaces so they have asked for that ability to do that which staff did not see as significant.

Chuck Whittall, Unicorp National Developments, Inc. spoke about the quality of his project to include a great landscape plan. He stated with this variance they can be

assured enough parking during the busy times. He asked that the Commission to remove the requirement placed upon them for the extra 20 spaces across the street because parking is now readily available at Trader Joe's and has normalized. He stated the extra 20 spaces is beyond code and they are building the extra spaces regardless in the parking garage. He stated the issue of valet parking will be addressed in the parking management plan. Per a request from Commissioner Seidel, Mr. Whittall agreed to provide parking numbers for daytime versus nighttime businesses and restaurants. Mayor Leary stated he would like to leave the 40 space requirement in for now but can revisit it again in the future. Commissioner McMacken spoke about the landscape plan not being in the spirit of the motion made to grant the variance to the garage which he will address with staff because it is a staff issue not the developer's.

Motion made by Commissioner McMacken to approve the final conditional use request for the Lakeside Crossing parking garage; 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.

e. Adoption of the fee schedule effective October 1, 2015

Finance Director Wes Hamil stated that the changes to the fee schedule are listed in the packet to include the increase in electric rates, the index increase on water and sewer rates, tweaks to parks rates, etc. Commissioner McMacken spoke about the need to keep the facilities affordable to everyone. Commissioner Cooper asked when the best time is to discuss new fees as she had previously recommended some revenue potentials such as a commercial parks usage fee and reapplying the tree removal fee for anything above one tree on a lot. City Manager Knight stated it can be done anytime and will discuss this at a later time.

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

City Commission Reports:

a. Commissioner Seidel – Asked about the Attorney rates which he will discuss with the City Manager. He stated he is looking forward to getting more involved in things going on in the City.

b. Commissioner Sprinkel – Spoke about the many options for education and the K-5 program that has brought in almost 2,000 students. She stated when it comes to dealing with our community and children that she is glad to be here.

c. Commissioner Cooper – Reported on the numerous activities from the past week to include the Florida Commission on the Status of Women, the start of the

Global Peace Film Festival at Valencia, and the celebration of Mexico's independence and recognition of the many physicians from Winter Park who give their time and services for free to help those in need.

d. Commissioner McMacken – Spoke about his involvement with the filming for the upcoming Pink Out.

e. Mayor Leary – Spoke at the 50th anniversary of the Winter Park Towers, and attended the Daughters of the American Revolution event.

The meeting adjourned at 7:01 p.m.

ATTEST:

Mayor Steve Leary

City Clerk Cynthia S. Bonham, MMC



city commission agenda item

item type	Consent Agenda	meeting date	September 28, 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	

Contracts

	vendor	item background	fiscal impact	motion recommendation
1.	Brown & Brown	Renewal policy for package for period 10/1/2015 – 9/30/2016. Coverage includes: General Liability, Law Enforcement Liability, Public Officials Liability, Employment Practices, Commercial Auto Liability and Physical Damage and Excess Worker's Compensation.	Total amount budgeted in approved FY16 budget. Amount: \$1.124 million.	Commission approve renewal of Commercial Insurance package with Brown & Brown, authorize the Mayor to execute the renewal document and approve subsequent purchase order.
2.	Waste Pro of Florida, Inc.	RFP-6-2009 – Garbage and Recycling Collection Services 90 Day Temporary Extension	Total amount included in approved budget.	Commission approve Temporary Extension to Waste Pro of Florida, Inc. and authorize the Mayor to execute extension letter.

Formal Solicitation

	vendor	item background	fiscal impact	motion recommendation
3.	Lee Crest Company	IFB-4-2015 – Construction of Brookshire Elementary School Neighborhood Sidewalk Project	Total expenditure: \$99,976.15 Project is FDOT grant funded.	Commission approve award to Lee Crest Company and approve PR158550 to begin project.
A formal solicitation was issued to award this contract.				
4.	William J. Peebles & Capitol Insight	RFP-17-2015 – State Lobbyist	Total amount budgeted in approved FY16 budget. Amount: \$52,000	Commission approve award to William J. Peebles & Capitol Insight and authorize the Mayor to execute contract.
A formal solicitation was issued to award this contract.				

WILLIAM J. PEEBLES, P.A.

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Tallahassee, Florida 32302
Telephone: (850) 681-7383 Facsimile: (850) 681-7271
Email: office@billpeebles.com

John Wayne Smith
Governmental Consultant
Cellular: (850) 570-7242
john@billpeebles.com

September 17, 2015

Mr. Randy Knight, City Manager
City of Winter Park
401 Park Avenue South
Winter Park, Florida 32789

Dear Mr. Knight:

This letter will serve to confirm the terms of the agreement of William J. Peebles, P. A. and Capitol Insight, LLC (the "Team") for the provision of legislative and executive branch lobbying to the City of Winter Park (the "City").

The Team will represent the City's interests in state government relations on issues of priority to the City. This work will include representation before executive agencies, identification of legislative priorities, formulation of strategy, research, providing testimony or other information to committees or officials, communications with elected officials and staff on behalf of the City and, reporting on the status of work and pending issues to the City.

The City has agreed to pay a total annual fee of \$60,000, plus directly incurred and authorized travel expenses. The fee will be billed and payable quarterly. The term of the contract shall be October 1, 2015 through September 30, 2016.

Please acknowledge that this letter correctly reflects the terms of my engagement by signing, dating and returning to me the enclosed copy of this letter. There is space for this acknowledgement below my signature.

We appreciate the opportunity to represent the City.

Sincerely,

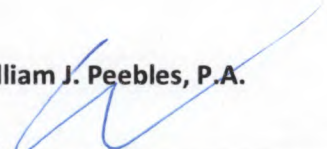
William J. Peebles

Accepted for:
City of Winter Park

BY: _____
Randy Knight
City Manager

Date: _____

William J. Peebles, P.A.

By:  _____
William J. Peebles
Principal

Date: 9/17/15



city commission agenda item

Item type	Consent Agenda	meeting date	September 28, 2015		
prepared by	Peter Moore	approved by	<input checked="" type="checkbox"/>	City Manager	
department	Administrative Services		<input type="checkbox"/>	City Attorney	
division	Budget, Purchasing, Performance Measurement		<input type="checkbox"/>	N/A	
board approval		<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N/A	final vote
strategic objective	<input type="checkbox"/> Exceptional Quality of Life	<input checked="" type="checkbox"/> Fiscal Stewardship			
	<input type="checkbox"/> Intelligent Growth & Development	<input type="checkbox"/> Public Health & Safety			
	<input type="checkbox"/> Investment in Public Assets & Infrastructure				

subject

FY 2015 Budget Amendment for Public Works and Building Department.

motion | recommendation

Approve the budget amendment as presented.

Background

The City Commission is required by Statute to approve any budget amendments that alter the total amount budgeted in any fund or when funds are transferred between different fund types. The Building Department uses software called Interactive Voice Response (IVR) which acts as an automated permitting status and appointment booking phone service. Last year this software processed over 13,000 inspection bookings and calls for updates but the existing software and server is aging and needs to be replaced. The new server replacement would be a virtual server which would not require future hardware upgrades or be a source of hardware failures. The replacement would cost about \$14k and would be fully funded from restricted building permit reserves (\$500k+). This will increase budgeted revenues in the revised budget and increase expenditures by the same amount.

The Cady Way Cycle Track improvement is being funded by capital funds in the bicycle and pedestrian account and includes a \$17k donation from the Winter Park Health Foundation and a \$10k contribution from KWPB. This project will increase revenues in the overall budget due to the donation from the Foundation and will move money between funds, both actions that require Commission approval.

This amendment if approved by the Commission will become part of the formal FY15 year-end close out process that will adopt all FY15 amendments by formal ordinance. The adjustments requested are attached to this item.

alternatives | other considerations

N/A

fiscal impact

The increase in appropriated budget levels is equally offset by an increase in revenue.

Budget Adjustments Requiring Commission Approval

Item	Amount	Source Account	Source Acct. Name	Exp. Account	Exp. Acct. Name	Note	Approval Date
Cady Way Cycle Track	\$ 17,000	301-0000-366.95-00	PUBLIC WORKS DONATIONS	301-0000-539.10-63	BICYCLE & PEDESTRIAN IMPROVEMENTS	Provides funding from KWPB and the Health Foundation to complete the Cady Way Cycle Track project.	Pending
	\$ 10,000	101-0000-572.52-10 PR: KWPB	KWPB				
Building Interactive Voice Response	\$ 14,000	001-0000-382.42.11	Building Balance Carryforward	001-2303-524.66-20	SOFTWARE	Upgrades and replaces the old IVR software and server which provided automated permitting scheduling and status updates to customers by phone.	Pending



city commission agenda item

Item type	Consent Agenda	meeting date	September 28, 2015		
prepared by department division	Purchasing/Police Department	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 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

HIDTA purchase orders

motion | recommendation

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

Additionally, authorize purchase orders in the amounts of \$85,000, \$120,000 and \$156,000 for several independent contractors who provide specialized and confidential investigative services on behalf of HIDTA. Additionally, a purchase order is requested in the amount of \$126,000 for facility expenses of HIDTA.

background

The City participates in a joint task force identified as HIDTA (which stands for High Intensity Drug Trafficking Agency). Much of the activity of HIDTA is confidential and the information exempt pursuant to several provisions of Florida law, including Section 119.071(2), Florida Statutes, relating to information revealing surveillance techniques and procedures, personnel involved in surveillance techniques and procedures, and criminal investigative techniques and procedures. Estimated HIDTA funding for FY2016 is \$964,044.

alternatives | other considerations

N/A

fiscal impact

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



city commission agenda item

Item type	Consent Agenda	meeting date	September 28, 2015		
prepared by	Jerry Warren	approved by	<input checked="" type="checkbox"/> City Manager		
department	Electric		<input type="checkbox"/> City Attorney		
division	Administration		<input type="checkbox"/> N/A		
board approval		<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N/A	final vote
strategic objective	<input type="checkbox"/> Exceptional Quality of Life	<input checked="" type="checkbox"/> Fiscal Stewardship			
	<input type="checkbox"/> Intelligent Growth & Development	<input type="checkbox"/> Public Health & Safety			
	<input type="checkbox"/> Investment in Public Assets & Infrastructure				

subject

Florida Power & Light Company (FPL) Native Load Firm and System Firm Partial Requirements Power and Energy Transaction Confirmation

motion | recommendation

Authorize the Mayor to execute the Florida Power & Light Company Native Load Firm and System Firm Partial Requirements Power and Energy Transaction Confirmation

background

At its August 12, 2013 meeting, the City Commission approved Power Supply agreements with the Orlando Utilities Commission (OUC) and Florida Power & Light Company (FPL). Under the associated transaction confirmations approved with FPL, FPL was obligated to deliver a fixed amount of capacity from January 1, 2014 through December 31, 2014 and the balance of the City's requirements over and above purchases from OUC, Gainesville, and Covanta.

At its October 28, 2013 meeting the City Commission approved Amendment No. 1 to the agreement which changed the fixed amount of power purchased for the period July 1, 2014 through December 31, 2014 from 13 MW to 23 MW. The additional 10 MW was needed to offset a 6 month delay in purchasing 10 MW from Covanta Energy.

At its December 9, 2013, the City Commission approved Amendment No. 2 to the agreement which added a reimbursement mechanism to the contract to allow FPL to purchase capacity for the benefit of Winter Park inside Duke's transmission system in the event that transmission interface capacity was not available between FPL and Duke Energy. At the time the amendment was implemented FPL had not been able

to secure firm transmission capacity for the Winter Park transaction for all days in 2014. Ultimately sufficient firm transmission capacity was acquired and the reimbursement mechanism was not used during 2014. That provision has been deleted.

In addition to the Native Load Firm Fixed Capacity and Partial Requirements Confirmation, the City approved a second transaction confirmation entitled System Firm Partial Requirements Service Transaction Confirmation which provided power supply options beyond the initial term of the Native Load Firm Fixed Capacity and Partial Requirements transaction.

The Native Load Firm and System Firm Partial Requirements Power and Energy Transaction Confirmation that you are being asked to approve is purely an administrative change that accomplishes four things:

- It incorporates Amendments No. 1 and 2 into the main agreement for the convenience of the Parties.
- It combines the two separate transaction confirmations into one more simple agreement for the convenience of the parties.
- It corrects certain minor errors and oversights that existed in both of the previous transaction confirmations.
- It simplifies and clarifies the optionality features contained in the previous confirmations.

The new transaction confirmation will not affect the cost, reliability, or term of the wholesale power purchases from FP&L described by the two previous confirmations. It should be noted that FPL is the City's least cost power supplier. We expect that FPL will remain our low cost supplier for the remaining duration of our agreement (through the end of 2019).

FPL previously notified the city that the rates contained in the transaction confirmation are trade secrets. As a result, the pricing mechanisms in the confirmation have been redacted as permitted by Florida law and as was done in the previous transaction confirmations.

fiscal impact

The new corrected and restated transaction confirmation will have no impact on the City's expected power supply cost.

Attachment: Native Load Firm and System Firm Partial Requirements Power and Energy Transaction Between City of Winter Park, FL and Florida Power & Light Company

**NATIVE LOAD FIRM AND SYSTEM FIRM PARTIAL REQUIREMENTS POWER AND
ENERGY TRANSACTION CONFIRMATION**

Between

City of Winter Park, FL and Florida Power & Light Company

Date: September __, 2015

Seller: Florida Power & Light Company
700 Universe Blvd, MC: EMT/JB
Juno Beach, FL 33408

Buyer: City of Winter Park
Electric Utility Department
401 South Park Ave
Winter Park, FL 32789

Attn: Legal/EMT Contracts Dept.
Phone: 561.691.7837
Fax: 561.625.7567
Email: timothy.gerrish@fpl.com
(Above address for any Notices)

Attn: Director Public Works Department
Phone: 407-599-3399
Fax: 407-599-3233
Email: ttattaway@cityofwinterpark.org
(Above address for any Notices)

Whereas, Seller and Buyer entered into that certain “System Firm Partial Requirements Service Transaction Confirmation” and “Native Load Firm Partial Requirements Transaction Confirmation” both dated August 12, 2013 (the “Transaction Confirmations”); and

Whereas, Seller and Buyer desire to replace both Transactions Confirmations to consolidate the confirmations into a single document, to add a Buyer’s Option and Change in Law Costs provision, address a 60 kW solar facility, and revise pricing, among other matters, and to restate the Transaction Confirmations,

Now Therefore, for good and valuable consideration the receipt of which is acknowledged, Seller and Buyer agree as follows:

Governing Agreement:

This “Native Load Firm And System Firm Partial Requirements Power And Energy Transaction Confirmation” (the “Transaction Confirmation”) sets forth the terms and conditions of a transaction to be entered into between Seller and Buyer pursuant to Florida Power & Light Company’s FERC Electric Tariff No. 1 (“Tariff”). All terms and conditions of the Tariff shall apply to this Transaction Confirmation unless otherwise explicitly set forth to the contrary herein and all terms used but not otherwise defined herein shall have the meanings ascribed to such terms according to the Tariff.

- 1) **Seller’s Operating Representative.** Vice President, Energy Marketing and Trading
- 2) **Buyer’s Operating Representative.** Director of Public Works
- 3) **Buyer’s Service Agreement.** August 12, 2013
- 4) **Transaction Date.** September __, 2015
- 5) **Point(s) of Delivery.** Delivered to the FPL Transmission System

6) **Delivery Period.**

- a) Beginning Hour Ending 0100 Eastern Prevailing Time on October 1, 2015 to Hour Ending 2400 EPT on December 31, 2019, including weekends and NERC Holidays, unless sooner terminated as permitted in this Transaction Confirmation or Tariff. Seller will make the Quantity of Contract Capacity Power and Energy available to Buyer all hours of every day during the Delivery Period.
- b) Prior to the commencement of the Delivery Period, Seller shall have no obligation to provide, and Buyer shall have no obligation to purchase, Power and Energy pursuant to the terms of this Transaction Confirmation. Nothing in this Transaction Confirmation or Tariff is to be construed as extending the time permitted to raise disputes or as extending the period of time for providing Power and Energy. At the end of the Delivery Period, each Party's obligations to the other Party under this Transaction Confirmation except those obligations that, pursuant to this Transaction Confirmation or by their express terms survive the end of the Delivery Period, shall automatically terminate, and each Party expressly waives any and all rights to raise in any forum a claim that the other Party must provide or purchase any level or amount of Power and Energy hereunder on any basis. Notwithstanding Section 3.4 of the Tariff, Seller agrees that if it seeks to amend its Tariff during the term of this Transaction Confirmation, such amendment will not in any way affect this Transaction Confirmation, including without limitation the Delivery Period of the Transaction Confirmation, without the prior written consent of Buyer. Seller further agrees that it will not assert, or defend itself, on the basis that any provision in the Tariff is inconsistent with this Transaction Confirmation.

7) **Power and Energy.** Seller may furnish Power and Energy from any available Electric Resources it chooses for sale to the Buyer. Seller will have no obligation under this Transaction Confirmation to plan its system or modify its facilities in order to provide or maintain the Power and Energy provider hereunder. For the avoidance of doubt, this is not an Economy Energy transaction as set forth in and defined by the Tariff.

8) **Quantity of Power and Energy.**

- a) From October 1, 2015 to December 31, 2016, the Power and Energy furnished by Seller shall be Native Load Firm Partial Requirements in that, subject to Force Majeure, Seller shall supply and Buyer shall receive the quantity of Energy required to serve all of Buyer's Retail Load plus any losses between the Point(s) of Delivery and the Winter Park Interconnection Points along with all associated Generation Related Services, with a firmness equivalent to Seller's Native Load customers, but net of the
 - i) Gainesville Regional Utilities Purchase;
 - ii) Covanta Energy Purchase;
 - iii) OUC Distribution Purchase;
 - iv) Purchase of renewable energy as set forth in Section 15 below; and
 - v) Purchases by Buyer during periods where Seller is unable to deliver Partial Requirements Power and Energy at the Point(s) of Delivery.

Generation supplied to Buyer from the resources set forth in this Section 8(a)(i)-(v) shall be defined as the "Third Party Supply" for purposes of this Transaction Confirmation.

- b) From January 1, 2017 to December 31, 2019, unless Buyer exercises the Buyer's Option to delay the term, the Power and Energy furnished by Seller shall be "System

Firm Partial Requirements” in that, subject to Force Majeure, Seller shall supply and Buyer shall receive the quantity of Energy required to serve all of Buyer’s Retail Load plus any losses between the Point(s) of Delivery and the Winter Park Interconnection Points along with all associated Generation Related Services, with a firmness equivalent to System Firm, but net of the Third Party Supply.

- c) From January 1, 2017 to December 31, 2019 (subject to earlier termination pursuant to Section 6(b)) and subject to Force Majeure, Seller shall supply and Buyer shall receive and pay for the Capacity and associated Energy not supplied by the System Firm Energy pursuant to Section 8(a) as scheduled by Seller to serve Buyer’s Retail Load with a firmness equivalent to Seller’s Native Load customers, net of the Third Party Supply plus any FPL Transmission System losses between the Point(s) of Delivery and the Winter Park Interconnection Points (per Schedule 10, Losses, of the FPL Transmission OATT) along with all associated Generation-Related Transmission Service Charges.
- d) Commencing with calendar year 2017 and each subsequent calendar year of the Term, Buyer has an annual option (“Buyer’s Option”), to take service pursuant to this Section 8(d) in lieu of taking System Firm Partial Requirements Capacity and associated Energy pursuant to Section 8(b) by giving Written Notice to Seller at the address for Notices set forth above between December 1 and December 15 of each calendar year of the Delivery Period to elect for the immediately following calendar year to receive Native Load Firm Partial Requirements service pursuant to this Section 8(d). Not later than November 15 of each calendar year Seller shall provide to Buyer Written Notice of Buyer’s right to exercise Buyer’s Option as provided herein above. If Seller fails to provide Written Notice as required herein, then the deadline for exercise of Buyer’s Option shall not expire until such Written Notice is provided, in which case Buyer shall have 15 days following receipt of such Written Notice in which to exercise Buyer’s Option. If the Buyer elects to exercise this Buyer’s Option contained in this Section 8(d) then, subject to Force Majeure, Seller shall supply and Buyer shall receive and pay for the Capacity and associated Energy as scheduled by Seller to serve Buyer’s Retail Load with a firmness equivalent to Seller’s Native Load customers net of the Third Party Supply plus any FPL Transmission System losses between the Point(s) of Delivery and the Winter Park Interconnection Points (per Schedule 10, Losses of the FPL Transmission OATT), along with all associated Generation-Related Transmission Service Charges.
- e) If the Buyer fails to exercise the Buyer’s Option contained in 8(d) above for a calendar year during the Delivery Period, then Seller shall continue to supply and Buyer shall continue to receive and pay for the System Firm Energy pursuant to Section 8(b) and Capacity and associated Energy not supplied by the System Firm Energy pursuant to Section 8(c) for such calendar year.
- f) Buyer and Seller agree that the quantity of energy delivered to the Winter Park Interconnection Points from the Third Party Supply shall be at the contractual amounts established in those arrangements as defined in Section 18 or as otherwise set forth in this Transaction Confirmation. Buyer shall be responsible for any energy imbalance penalties or charges as a result of the Third Party Supply failing to deliver the contractual amount. The parties mutually agree to develop procedures for dynamically scheduling the metered generation of the Third Party Supply, if applicable, as necessary

to minimize energy imbalances. The cost, if any, associated with establishing dynamic scheduling for the Third Party Supply shall be the responsibility of Buyer.

- g) Except as permitted for the Third Party Supply, Buyer shall in no circumstances purchase any capacity or energy from anyone other than the Seller during the Delivery Period.

9) Transmission Service & Scheduling.

- a) The Point(s) of Delivery for the Power and Energy (whether Fixed Capacity or Partial Requirements) shall be at those FPL Transmission System interconnection(s) designated by Seller. Seller shall be responsible for obtaining any transmission services necessary for the delivery of Power and Energy to the Point(s) Of Delivery and for the costs associated with such transmission service(s) to the Point(s) Of Delivery. Buyer shall be responsible for obtaining any transmission services necessary for the delivery of Power and Energy from the Point(s) Of Delivery and for the costs associated with such transmission service(s) from the Point(s) Of Delivery. Transmission service through the FPL Transmission System must be obtained in accordance with the applicable Open Access Transmission Tariff of FPL on file with the FERC. Power and Energy shall be scheduled in accordance with the FPL Transmission System's scheduling procedures. Any arrangements with third parties and compensation to any third parties associated with Power and Energy transactions to such Point(s) Of Delivery shall be the sole responsibility of Seller, and any arrangements with third parties and compensation to any third parties associated with Power and Energy transactions from such Point(s) Of Delivery shall be the sole responsibility of the Buyer.
- b) Buyer recognizes that the Transmission Provider(s) may curtail transmission service and that upon notification of such a requirement to curtail, Buyer and Seller shall be obligated to do so, and if Buyer fails to institute the required curtailment, the Transmission Provider(s) will be entitled to limit deliveries during the period that any shortage of capacity and/or energy exists. In no event shall Seller be liable under this Transaction Confirmation for any shortage of capacity, energy or any element of Power and Energy to the extent resulting from the transmission and/or distribution of Power and Energy, capacity and/or energy or any acts or omissions of Seller in its capacity as a Transmission Provider. There shall be no proration in Buyer's payment or performance obligations under this Transaction Confirmation as a result of curtailments, interruptions, or reductions of transmission service or Ancillary Services at and from the Winter Park Interconnection Point(s), whether as a result of Force Majeure or otherwise.

10) Power And Energy Charge.

- a. Subject to the pricing limitations set forth in Section 4 of the Tariff, the Power and Energy Charge shall be comprised of the monthly sum of the following four (4) components:
 - i) Monthly Capacity Payment("MCP");
 - ii) Monthly Energy Non-Fuel Payment ("MENFP");
 - iii) Monthly Energy Fuel Payment ("MEFP");
 - iv) Monthly Customer Charge ("MCC") and
- b. Beginning on the first day of the Delivery Period, and thereafter for each Monthly Billing Period of the Delivery Period, Buyer shall be obligated to pay to Seller the MCP set forth in

Appendix A, the MENFP set forth on Appendix B, the MEFP set forth on Appendix C, the MCC set forth on Appendix E.

- c. There shall be added to the Power and Energy Charge any amounts charged to Seller for any transmission services or charges that are incurred in the delivery of Fixed Capacity and/or Partial Requirements Power and Energy (other than those transmission charges which are Seller's responsibility as set forth in the requirements for Power and Energy) in accordance with the OATT of either Transmission Provider, or in connection with related agreements and arrangements for transmission-related schedules or services, and such amounts shall be forwarded to and paid by Buyer.
- d. There shall be added to the Power and Energy Charge any amounts for Change In Law Costs, Tax Adjustments, Indemnification.
 - i) Change in Law Costs. In the event that there is any change in Applicable Laws that is promulgated after the Transaction Date of this Transaction Confirmation and that results in any additional or new costs, expenses, charges, fees and/or assessments (other than Tax Adjustments) that are attributable or related (in whole or in part) to the production and/or provision of Power and Energy to Buyer, including environmental-related costs, renewable portfolio standards (only if applicable to wholesale contracts), charges, fees, or expenses incurred by Seller to supply the Power and Energy and such costs, whether incurred as part of a voluntary or compulsory measure, are to be recovered from Seller's retail customers as approved by the Florida Public Service Commission, Buyer shall reimburse Seller for Buyer's pro-rata share of such costs, expenses, charges, fees and/or assessments, which amounts shall be calculated and recovered as determined by Seller in a commercially reasonable manner. Seller shall allocate variable Change in Law Costs to MEFP and or MENFP and fixed Change in Law Costs to MCP. Change in Law Costs resulting from capital expenditures shall be allocated over the economic life of the capitalized asset. Change in Law Costs shall not include any costs recovered in the On Peak Fuel Charge Factor or Off Peak Fuel Charge Factor. The determination of additional cost by the Seller shall be net of any reductions in costs associated with the change in Applicable Laws. The Seller shall promptly notify the Buyer upon the determination of any additional or new costs, expenses, charges, fees and/or assessments and the calculation of the pro rata portion of such costs proposed to be recovered from the Buyer.
- e. Timing and Method of Payment. On or before the tenth (10) day of each Monthly Billing Period, Seller shall provide to Buyer a detailed written invoice on paper and/or by electronic media (in the original file format with all formulas and calculations intact) for the amounts owed by the Buyer pursuant to this Transaction Confirmation (and if applicable the amounts owed by the Seller pursuant to any corrections owed by the Seller). The Parties agree to net any undisputed offsetting amounts which are shown on any monthly billing statement. Buyer shall pay such monthly billing statement on the later of the 20th day of each month or the tenth day after which Buyer receives such invoice (the "Payment Due Date"). The monthly billing statement shall detail the amount and calculation of the following: a) MCP, b) MENFP, c) MEFP, and d) MCC.

11) Performance Security.

- (a) Buyer covenants that it shall maintain, at all times in which it has a Credit Rating, a minimum of an Investment Grade Credit Rating. If Buyer (i) shall not have a Credit Rating from S&P or Moody's, (ii) does not maintain an Investment Grade Credit Rating, (iii) is required to secure its obligations to Seller by a letter of credit as provided by Section 3.2 of the Tariff, or (iv) experiences an Event of Default under Section 12 below that is continuing, then Buyer shall be required to do post a letter of credit in a form and substance reasonably acceptable to Seller naming Seller as the sole beneficiary and from a credit support provider approved by Seller in Seller's sole discretion, and shall at all times be in an amount equal to or greater than twice the highest total monthly bill incurred by Buyer under this Transaction Confirmation over the most recent prior twelve (12) month period. The letter of credit shall, among other things, permit Seller to make a drawing for the full amount of the letter of credit if
- i) Buyer fails to renew or replace the letter of credit at least thirty (30) calendar days prior to the stated expiration of the letter of credit or
 - ii) An Event of Default by Buyer has occurred and is continuing.

Upon notice by Seller to Buyer from time to time of the amount of the highest monthly bill incurred by Buyer over the most recent twelve (12) month period, Buyer, if required to post and/or maintain a letter of credit, shall adjust the amount of the letter of credit to the revised required amount within five (5) Business Days. All costs of a letter of credit shall be borne by Buyer.

- (b) Financial Information: Buyer shall deliver to Seller each fiscal year a copy of the annual report containing audited consolidated financial statements for such fiscal year with respect to Buyer. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with generally accepted accounting principles. Buyer shall diligently pursue the preparation, certification and delivery of the statements. Such statements shall be delivered to the Seller when available. Buyer's books, records and accounts shall be open to inspection, audit and reproduction, during normal working hours by Seller or its authorized representative on three (3) Business Days prior notice.
- (c) Buyer hereby waives any and all rights it may have at law or otherwise to require Seller to provide financial assurances or security (including cash, letters of credit or other security) in respect of Seller's obligations under this Transaction Confirmation.

12) Events of Default. In addition to bankruptcy or insolvency under Section 3.5 of the Tariff, the occurrence of any of the following shall constitute an "Event of Default" with respect to a Party (a "Defaulting Party"):

- a) failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days after receipt of Written Notice;
- b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated if such failure is not remedied within thirty (30) Business Days after receipt of Written Notice;
- c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) if such failure is not remedied within thirty (30) Business Days after receipt of Written Notice;

- d) the failure of such Party to satisfy the creditworthiness/collateral requirements pursuant to Section 3.2 of the Tariff or Section 11 of this Transaction Confirmation if such failure is not remedied within ten (10) Business Days after receipt of Written Notice;
- e) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Transaction Confirmation to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party if such failure is not remedied within thirty (30) Business Days after receipt of Written Notice;
- f) the occurrence and continuation of (1) a default, event of default or other similar condition or event in respect of such Party under one or more agreements or instruments, individually or collectively, relating to indebtedness for borrowed money in an aggregate amount of not less than fifty million dollars (\$50,000,000.00) for Seller and ten million dollars (\$10,000,000) ("Cross Default Amount") for Buyer, which results in such indebtedness becoming, or becoming capable at such time of being declared, immediately due and payable or (2) a default by such Party in making on the due date therefor one or more payments, individually or collectively, in an aggregate amount of not less than the Cross Default Amount if such failure is not remedied within five (5) Business Days after receipt of Written Notice;
- g) with respect to a Party's issuer of a letter of credit, if any, (1) if any representation or warranty made by the issuer of a letter of credit is false or misleading in any material respect when made or when deemed made or repeated; (2) the failure of an issuer of a letter of credit to make any payment required or to perform any other material covenant or obligation in any letter of credit made in connection with this Transaction Confirmation and such failure shall not be remedied within three (3) Business Days after Written Notice; (3) an issuer of a letter of credit becomes bankrupt or insolvent as set forth in Section 3.5 of the Tariff; (4) the failure of the issuer's letter of credit to be in full force and effect for purposes of this Transaction Confirmation (other than in accordance with its terms) prior to the satisfaction of all obligations of such Party under this Transaction Confirmation without the written consent of the other Party; or (5) an issuer of a letter of credit shall repudiate, disaffirm, disclaim, or reject, in whole or in part, or challenge the validity of any letter of credit, if any such foregoing failure is not remedied within ten (10) Business Days after receipt of Written Notice.

13) Remedies.

- a) If an Event of Default by Buyer occurs and is continuing, then Buyer shall:
 - i) pay all amounts outstanding under this Transaction Confirmation as of the date of Seller's Written Notice of such Event of Default or Buyer's knowledge of such Event of Default within ten (10) Business Days of receipt of such Written Notice or such Buyer's knowledge,
 - ii) post and maintain a letter of credit in favor of Seller for the amount required in Section 11 above, and
 - iii) Commence prepaying Seller weekly in advance for all amounts due as reasonably computed and invoiced by Seller under this Transaction Confirmation until such time as Buyer satisfies the applicable requirements of Section 11(a). In the event that Seller draws on the letter of credit from time to time, Buyer shall post and maintain

an additional letter of credit, or amend the existing letter of credit to reinstate the available amount thereunder by an amount equal to the amount drawn within three (3) Business Days after such drawing.

- b) Seller may, at its option, exercise any one or combination of the following remedies upon an Event of Default by Buyer that has occurred and is continuing:
 - i) Calculate a Settlement Amount owed by Buyer to Seller for the termination of this Transaction Confirmation and terminate this Transaction Confirmation without penalty or further obligation by Seller by providing Written Notice to Buyer; and/or
 - ii) Draw on any outstanding letter of credit issued or any other security issued for Seller's benefit in the amount of Seller's Settlement Amount.
- c) Upon the occurrence of any Event of Default by Seller, Buyer may, at its option, calculate a Settlement Amount owed by Seller to Buyer for the termination of this Transaction Confirmation and terminate this Transaction Confirmation without penalty or further obligation by Buyer by providing Written Notice to Seller.
- d) ABSENT FRAUD, THE REMEDIES SET FORTH HEREIN CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES AGAINST THE OTHER FOR EVENTS OF DEFAULT, BREACH OF CONTRACT OR ANY FAILURE TO PERFORM ANY OF THE OBLIGATIONS UNDER THIS TRANSACTION CONFIRMATION.

14) **Renewable Purchases.** Seller recognizes that Buyer will receive energy during the Delivery Period from the existing Green Footprint 60 kW solar facility connected to Winter Park's distribution system and located on the roof of the Winter Park maintenance garage. During the Delivery Period Buyer may purchase renewable capacity and energy from a source other than the Seller or an affiliate of the Seller if and only if such generating source is on the distribution side of the Winter Park Interconnection Points. The output of any renewable capacity and energy source, excluding solar capacity installed under the Buyer's existing net metering policy, shall be metered to determine the amount of energy generated for each hour of the Term. Such renewable capacity exceeding 2,500 kW during the hour of the monthly peak shall be added to Buyer's metered load when determining the Demand Quantity. Buyer shall promptly notify Seller of the proposed purchase or receipt of Energy and/or Capacity to be delivered to Buyer's electric system from such renewable energy resource.

15) **Section 205 Filing.** In the event that there is any filing pursuant to Section 205 of the Federal Power Act to revise the Tariff or this Transaction Confirmation, including without limitation the pricing formulas and the recovery of Buyer's pro-rata share of fuel charge costs, expenses, charges, taxes, fees and/or assessments; the Parties reserve their right to oppose any such filing to the extent such filing is inconsistent with the provisions of this Transaction Confirmation and Tariff. The Parties shall be limited in any opposition to opposing the matters described in the foregoing sentence and shall not be entitled to argue that changes should be made to any other aspect of this Transaction Confirmation or Tariff in order to make the overall rate just and reasonable or otherwise.

16) **Representations and Warranties.**

- a. Seller's Representations and Warranties. Seller hereby represents and warrants as follows:
 - i) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified in each other jurisdiction where the

failure to so qualify would have a material adverse effect upon the business or financial condition of Seller; and Seller has all requisite power and authority to conduct its business, to own its properties, and to execute, deliver, and perform its obligations under this Transaction Confirmation.

- ii) The execution, delivery, and performance of its obligations under this Transaction Confirmation by Seller have been duly authorized by all necessary corporate action, and do not:
 - 1. Require any consent or approval of Seller's board of directors, other than that which has been obtained and is in full force and effect;
 - 2. Violate any provision of Applicable Laws or violate any provision in any corporate documents of Seller, the violation of which could have a material adverse effect on the ability of Seller to perform its obligations under this Transaction Confirmation;
 - 3. Result in a breach or constitute a default under Seller's corporate charter or bylaws, or under any contract relating to the management or affairs of Seller or any indenture or loan or credit contract, or any other contract, lease, or instrument to which Seller is a party or by which Seller or its properties or assets may be bound or affected, the breach or default of which could reasonably be expected to have a material adverse effect on the ability of Seller to perform its obligations under this Transaction Confirmation; or
 - 4. Result in, or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest, or other charge or encumbrance of any nature upon or with respect to any of the assets or properties of Seller now owned or hereafter acquired, the creation or imposition of which could reasonably be expected to have a material adverse effect on the ability of Seller to perform its obligation under this Transaction Confirmation.
 - iii) This Transaction Confirmation is a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms (except as such enforcement may be limited by bankruptcy, insolvency, or similar laws affecting the rights of creditors, or by general principles of equity).
 - iv) The execution, delivery, and performance of this Transaction Confirmation will not conflict with or constitute a breach or default under any contract of any kind to which Seller is a party or any judgment, order, statute, or regulation that is applicable to Seller.
 - v) All approvals, authorizations, consents, or other action required by any Governmental Authority to authorize Seller's execution, delivery, and performance under this Transaction Confirmation have been duly obtained and are in full force and effect.
- b. Buyer's Representation and Warranties. Buyer hereby represents and warrants the following:
- i) Buyer is a Florida municipality properly constituted and existing.
 - ii) All Governmental Approvals required by any Governmental Authority to authorize Buyer's execution, delivery, and performance under this Transaction Confirmation have been duly obtained and are in full force and effect.

- iii) The Buyer shall establish levy and collect rents, rates and other charges for the products and services provided by its electric utility system which rents, rates and other charges shall at least be sufficient to meet the operation and maintenance expenses of such electric utility system to comply with all covenants pertaining thereto contained in and all other provisions of any resolution trust indenture or other security agreement relating to any bond or other evidences of indebtedness issues or to be issued by the Buyer to generate funds sufficient to fulfill the terms of all other contracts and agreements entered into by the Buyer including without limitation this Transaction Confirmation.
- iv) The execution, delivery, and performance of its obligations under this Transaction Confirmation by Buyer have been duly authorized by all necessary corporate action, and do not:
 - 1. Require any consent or approval other than that which has been obtained and is in full force and effect;
 - 2. Result in a breach or constitute a default under Buyer's charter or bylaws, or under any contract relating to the management or affairs of Buyer or any indenture or loan or credit contract, or any other contract, lease, or instrument to which Buyer is a party or by which Buyer or its properties or assets may be bound or affected, the breach or default of which could reasonably be expected to have a material adverse effect on the ability of Buyer to perform its obligations under this Transaction Confirmation;
 - 3. Result in, or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest, or other charge or encumbrance of any nature (other than as may be contemplated by this Transaction Confirmation) upon or with respect to any of the assets or properties of Buyer now owned or hereafter acquired, the creation or imposition of which could reasonably be expected to have a material adverse effect on the ability of Buyer to perform its obligation under this Transaction Confirmation; and
 - 4. Violate any provision of Applicable Laws or violate any provision in any corporate documents of Buyer, the violation of which could have a material adverse effect on the ability of Buyer to perform its obligations under this Transaction Confirmation.
- v) This Transaction Confirmation is a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms (except as such enforcement may be limited by bankruptcy, insolvency, or similar laws affecting the rights of creditors or by general principles of equity).
- vi) The execution, delivery, and performance of this Transaction Confirmation will not conflict with or constitute a breach or default under any contract of any kind to which Buyer is a party or any judgment, order, statute, or regulation that is applicable to Buyer.

17) Other Terms/Conditions.

- a. **Force Majeure:** If an event constituting Force Majeure as defined in the Tariff lasts longer than fifteen (15) days, then the Buyer, at its sole discretion, can terminate this Transaction Confirmation.

- b. **Setoff upon Termination.** Upon the designation of an Event Of Default entitling a Party to terminate this Transaction Confirmation early ("Early Termination Date"), the terminating Party ("X") may, at its option and in its discretion, setoff, against any amounts Owed to the non-terminating Party ("Y") by X or any Affiliate of X under this Transaction Confirmation or under any other agreement, instrument and/or undertaking, any amounts Owed by Y to X or any of X's Affiliates (irrespective of the place of payment or booking office of the obligation) under this Transaction Confirmation or under any other agreement, instrument and/or undertaking. The obligations of Y and X under this Transaction Confirmation in respect of such amounts shall be deemed satisfied and discharged to the extent of any such setoff exercised by X and/or X's Affiliates. X will give Y Written Notice of any setoff effected under this Section as soon as practicable after the setoff is effected, provided that failure to give such Written Notice shall not affect the validity of the setoff. For purposes of this Section, "Owed" shall mean any amounts owed or otherwise accrued and payable (regardless of whether such amounts have been or could be invoiced) as of the Early Termination Date. If an obligation is unascertained, X may in good faith estimate that obligation and setoff on the basis of such estimate, subject to the relevant Party accounting to the other when the obligation is ascertained.
- c. **Confidentiality:** Seller and Buyer regard the pricing terms and conditions in this Transaction Confirmation as proprietary trade secrets under Florida law. Each Party agrees to notify the other Party as soon as possible of any request for proprietary information, and not to distribute any proprietary information without first notifying the other Party; provided, however, nothing herein limits an obligation of Seller or Buyer to disclose such information as may be required under Applicable Laws. Seller shall provide Buyer with a public version of this Transaction Confirmation and a sample monthly billing statement that redacts all pricing, terms and conditions that Seller considers to be a trade secret, and City agrees to keep such redacted information confidential as exempt from Florida's Public Record Act (Chapter 119.0713, Florida statutes) to the fullest extent allowed by Applicable Laws. Seller may assume the Buyer's defense against any third party challenge seeking disclosure of the redacted information, but in any event Seller shall hold Buyer harmless and indemnify Buyer from and against all third party claims or actions, including attorneys' fees and damages, resulting from or arising out of the assertion of a trade secret exemption under Florida's Public Record Act with respect to the redacted information that Seller asserts is a trade secret. All information in this Transaction Confirmation may be released after December 31, 2022.
- d. **Netting of Payments.** The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date pursuant to this Transaction Confirmation through netting, in which case all amounts owed by each Party to the other Party during the monthly billing period, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it. If no mutual debts or payment obligations exist and only one Party owes a debt or obligation to the other during the monthly billing period, that Party shall pay such sum in full when due.
- e. **Sovereign Immunity As to Tort Claims.** Buyer warrants and covenants that with respect to its contractual obligations under this Transaction Confirmation and performance thereof, it will not claim immunity on the grounds of sovereignty immunity or similar grounds with respect to itself or its revenues or assets from (a) suit, (b)

jurisdiction of court, (c) relief by way of injunction, order for specific performance or recovery of property, (d) attachment of assets, or (e) execution or enforcement of any judgment. However, notwithstanding anything in this Transaction Confirmation or in the Tariff (including Section 7.2, Indemnification, of the Tariff) to the contrary, nothing shall be construed or applied as a waiver of the Buyer's sovereign immunity against third party tort claims, including those rights and limitations of liability under section 768.28, Florida statutes, as it may be amended. If the Seller pursues indemnity or a hold harmless defense from the Buyer in connection with a third-party tort claim, then the Buyer shall have the right to assert against any such third party claimant, the defense of sovereign immunity on behalf of itself and the Seller shall allow the Buyer to maintain that defense and shall take no action that will frustrate Buyer's ability to maintain a defense of sovereign immunity, including the procedures and limitations of liability in section 768.28, Florida statutes

18) **Additional Definitions.** When used herein with initial or complete capitalization, whether in the singular or in the plural, the following terms shall have the following defined meanings:

- a. "Ancillary Services" means those services as defined in the OATT.
- b. "Applicable Laws" means any and all federal, state regional or local statutes, laws, municipal charter provisions, regulations, ordinances, rules, judgments, orders, decrees, Governmental Approvals, licenses or permit requirements or other governmental requirements or restrictions, or any interpretation or administration of any of the foregoing by any Governmental Authority, that apply to the facilities, services or obligations of either Party under this Contract, whether now or hereafter in effect and that are enforceable in a court of law.
- c. "Business Day" means any day on which the Federal Reserve Member Banks in Florida are open for business. A Business Day shall begin at 8:00 a.m. EPT and end at 5:00 p.m. EPT.
- d. "Buyer's Option" has the meaning specified in Section 8(d).
- e. "Buyer's Retail Load" means the Buyer's hourly load, in kWh, as measured by the meters at the Winter Park Interconnection Points.
- f. "Capacity" means net electrical power, in MW, provided by Seller's System and delivered to or available for Buyer's system at the Points of Delivery.
- g. "Covanta Energy Purchase" means a block purchase of 10 MW by Buyer from Covanta Energy Marketing, LLC commencing July 1, 2014.
- h. "Credit Rating" means the respective rating then assigned to Buyer's unsecured senior long-term debt obligations (not supported by third party credit enhancement) by S&P or Moody's; and if no rating is assigned to Buyer's unsecured, senior long-term debt obligations by such agency, the lower of the general corporate credit rating or issuer rating, as applicable, assigned by such rating agency to Buyer.
- i. "Demand Charge" has the meaning specified in Appendix A.
- j. "Demand Quantity" has the meaning specified in Appendix A.
- k. "Duke" means Duke Energy in its capacity as a Transmission Provider.

- l. "Duke Transmission" means the transmitting or transporting of Power and Energy from the interchange with FPL Transmission to the Winter Park Interconnection Points.
- m. "Eastern Prevailing Time" or "EPT" means the time in effect in the Eastern Time Zone of the United States of America, whether Eastern Standard Time or Eastern Daylight Savings Time.
- n. "Energy" means electrical energy, expressed in MWh, provided by Seller and delivered to Buyer at the Point(s) of Delivery in accordance with the terms and conditions of this Transaction Confirmation.
- o. "Fuel Adjustment Charges" means monthly payments calculated in accordance with Appendix D.
- p. "Gainesville Regional Utilities Purchase" means a block purchase of 10 MWs by Buyer from Gainesville Regional Utilities commencing January 1, 2015.
- q. "Generation Related Services" means schedules 3 through 6 of the FPL OATT, excludes schedules 1 and 2 of the FPL OATT and excludes any and all services under the Duke OATT.
- r. "Governmental Authority" means any national, state, regional or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, executive, legislative, administrative, public or statutory instrumentality, authority, body, agency, department, bureau or entity or any arbitrator with authority to bind a Party at law.
- s. "HE" means "hour ending."
- t. "Investment Grade Credit Rating" means Buyer has a current and continuous Credit Rating from either S&P or Moody's equal to or higher than "BBB-" (with a neutral/stable or higher outlook) by S&P (or its equivalent under any successor rating category of S&P) and/or "Baa3" (with a neutral/stable or higher outlook) by Moody's (or its equivalent under any successor rating category of Moody's). In determining whether Buyer has an Investment Grade Rating, if Buyer has a Credit Rating from both S&P and Moody's, Buyer's Credit Rating shall be an Investment Grade Credit Rating only if the above minimum ratings requirements are satisfied with respect to both S&P and Moody's.
- u. "Monthly Capacity Payment" or "MCP" means monthly payments calculated in accordance with Appendix A.
- v. "Monthly Customer Charge" means monthly payments calculated in accordance with Appendix E.
- w. "Monthly Energy Fuel Payment" or "MEP" means monthly payments calculated in accordance with Appendix C.
- x. "Monthly Energy Non-Fuel Payment" or "MENFP" means monthly payments calculated in accordance with Appendix B.
- y. "Native Load" means the demand imposed on Seller's System by the requirements of (i) retail customers located within Seller's franchised service territory that Seller has a statutory obligation to serve and (ii) those wholesale power customers with a contractual right to service with the same firmness as Seller's retail customers.

- z. "OATT" means the Transmission Provider'(s) Open Access Transmission Tariff on file at FERC, as amended from time to time.
- aa. "OUC" means the Orlando Utilities Commission, a municipal utility owned and operated by the city of Orlando., Florida providing electricity services to customers in Orlando, St. Cloud, and parts of Orange and Osceola counties in Florida.
- bb. "OUC Distribution Purchase" means the purchase by Buyer of approximately 18 MW (at peak) of capacity and energy from the OUC via two distribution (12.47 kV) interconnections to its Ca-09 and IN-159 circuits provided that such distribution interconnections which were transferred to OUC effective January 1, 2014 with OUC becoming contractually obligated to serve said two distribution interconnections.
- cc. "Point(s) of Delivery" " means the location at which Power and Energy is first delivered to the FPL's Transmission System from Electric Resources on Seller's System that are interconnected with the Seller's Transmission System or, in the case of purchased power, from points of interconnection between Seller's Transmission System and other transmission systems.
- dd. "Power and Energy" means the product Seller sells and delivers and Buyer pays and receives, consisting of Fixed Capacity and/or Partial Requirements, as the context requires.
- ee. "Seller's System" means, during the Delivery Period, (i) the Electric Resources as such may change from time to time during the Delivery Period, (ii) capacity and energy purchases by Seller pursuant to power purchase contracts and (iii) to the extent of the sale of electric power to Seller therefrom, all generating plants of co-generators, qualifying facilities, and independent power producers that are not owned by Seller but that produce electric power and sell it to Seller.
- ff. "Settlement Amount" means, with respect to this Transaction Confirmation and a Party, an amount that such Party determines in good faith and in a commercially reasonable manner to be the present value of the Economic Loss to it (net of any gains) resulting from termination of this Transaction Confirmation including costs associated, or that would be included, with entering into new arrangements which replace this Transaction Confirmation and losses (net of any gains) related to terminating or liquidating any hedges or related trading positions, provided that (i) in no event will internal costs, other than reasonable attorney's fees, be included in the calculation of any Settlement Amount; and (ii) the non-defaulting party shall not be required to enter into any offsetting or otherwise mitigating transactions solely for the purpose of establishing such losses or gains. Economic Loss shall (i) mean in the case of the Buyer an amount not to exceed the difference between the payments to be made under this Transaction Confirmation and the cost of replacement power and energy equivalent to the Power and Energy provided under this Transaction Confirmation for the balance of the Delivery Period; and (ii) in the case of the Seller, shall in any event include charges under Appendices A, B and E (but not Appendix C fuel costs) associated with sales to be made under this Transaction Confirmation until the end of the Delivery Period.
- gg. "System Firm" means the delivery of Energy from FPL's currently available Electric Resources will be interrupted prior to FPL's use of demand side management programs (such as FPL's On Call program or Commercial Industrial Load Control programs) to avoid activation of any part of the FPL Emergency Plan for Capacity Shortages/Transmission Limitations and Long Term Fuel Shortages.

- hh. "Third Party Supply" has the meaning specified in Section 8(a).
- ii. "Transmission Provider(s)" means (i) FPL with respect to the entity transmitting the Power and Energy from the Point(s) of Delivery and (ii) Duke with respect to the entity transmitting Power and Energy from the interchange with FPL Transmission interface to the Winter Park Interconnection Point.
- jj. "Transmission System" means the transmission system of the Transmission Provider(s).
- kk. "Winter Park Interconnection Points" means the City of Winter Park, FL interconnection point(s) on the Duke Transmission System at the Interlachen and Canton Substations.
- ll. "Written Notice" means notification in writing and delivered by certified mail or a national overnight delivery service to the addresses for any Notices identified above.

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AGREED TO AS OF THE TRANSACTION DATE SET FORTH ABOVE

FLORIDA POWER & LIGHT COMPANY

CITY OF WINTER PARK, FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A

MONTHLY CAPACITY PAYMENT (MCP) CALCULATION

- 1) For years 2015 and 2016 and for years in which Buyer elects the Buyer's Option in Section 8(d) then for the calendar year applicable to the Buyer's Option the Monthly Capacity Payment for each Monthly Billing Period shall be determined according to the following formulae:

$$\text{MCP} = \text{NLFDQ} * \text{NLFDC}$$

Where:

MCP – Monthly Capacity Payment, expressed in dollars, for the Monthly Billing Period;

NLFDQ – Native Load Firm Demand Quantity, expressed in kW and shall be an amount for the applicable billing period based on the highest aggregate kW usage scheduled by Seller for delivery at the Point(s) of Delivery for any one hour period for each monthly billing period during the same 60-minute period net of the Third Party Supply, minus Duke Transmission Provider losses, and grossed up for losses (expressed in kW) at and from where Power and Energy is first received into the FPL Transmission System to the Points of Delivery based on the demand loss factors for FPL Transmission System's delivery points and the demand loss factors for Duke Transmission System's delivery points on the Duke Transmission System.

NLFDC – Native Load Firm Demand Charge expressed in \$/kW-Month as shown in the table below;

Year	NLFDC (\$/kW-Month)
2015	
2016	
2017	
2018	
2019	

- 2) For calendar years 2017, 2018 and 2019, unless Buyer exercises the Buyer's Option in Section 8(c) for such calendar year, the Monthly Capacity Payment for each Monthly Billing Period shall be determined according to the following formulae:

$$\text{MCP} = (\text{SFDQ} * \text{SFDC}) + (\text{NLFDQ} * \text{NLFDC})$$

Where:

MCP – Monthly Capacity Payment, expressed in dollars, for the Monthly Billing Period;

SFDQ – System Firm Demand Quantity, expressed in kW and shall be an amount

for the applicable billing period based on the highest aggregate kW usage scheduled by Seller for delivery at the Points(s) of Delivery for any one hour period for each monthly billing period during the same 60-minute period net of the Third Party Supply, minus Duke Transmission Provider losses, and grossed up for losses (expressed in kW) at and from where Power and Energy is first received into the FPL Transmission System to the Points of Delivery based on the demand loss factors for FPL Transmission System's delivery points and the demand loss factors for Duke Transmission System's delivery points on the Duke Transmission System.

SFDC – System Firm Demand Charge, expressed in \$/kW-Month as shown in the table below;

Year	SFDC (\$/kW-Month)
2017	
2018	
2019	

NLFDQ – Native Load Firm Demand Quantity, expressed in kW and shall be an amount for the applicable billing period based on the highest aggregate kW usage scheduled by Seller for delivery at the Points(s) of Delivery for any one hour period for each monthly billing period during the same 60-minute period net of the Third Party Supply, minus Duke Transmission Provider losses, and grossed up for losses (expressed in kW) at and from where Power and Energy is first received into the FPL Transmission System to the Points of Delivery based on the demand loss factors for FPL Transmission System's delivery points and the demand loss factors for Duke Transmission System's delivery points on the Duke Transmission System.

NLFDC – Native Load Firm Demand Charge expressed in \$/kW-Month as shown in the table below;

Year	NLFDC (\$/kW-Month)
2017	
2018	
2019	

APPENDIX B
MONTHLY ENERGY NON-FUEL PAYMENT (MENFP) CALCULATION

The Monthly Energy Non-Fuel Payment for each Monthly Billing Period shall be determined according to the following formula:

$$\text{MENFP} = \text{EQ} * \text{NFEP}$$

Where:

MENFP - the Monthly Energy Non-Fuel Payment, expressed in dollars, for the Monthly Billing Period;

EQ – Energy Quantity, defined as the monthly Energy quantity shall be the total kWhs, as measured during the applicable billing period, at the Winter Park Interconnection Points and grossed up for losses (expressed in kWhs) at and from where Energy is first received into the FPL Transmission System to the Point(s) of Delivery based on the demand loss factors for FPL Transmission System's delivery points on the FPL Transmission System and the demand loss factors for Duke Transmission System's delivery points on the Duke Transmission System.

NFEP – Non-Fuel Energy Price shown in the table below.

Year	NFEP (\$/kWh)
2015	
2016	
2017	
2018	
2019	

APPENDIX C

MONTHLY ENERGY FUEL PAYMENT (MEFP) CALCULATION

- 1) For years 2015 and 2016 or if Buyer elects the Buyer's Option in Section 8(d) then for the calendar year applicable to the Buyer's Option the Monthly Energy Fuel Payment for each Monthly Billing Period shall be determined according to the following formula:

$$\text{MEFP} = [(\text{NLFPE} * \text{PEP}) + (\text{NLFOPE} * \text{OPEP})]$$

Where:

- MEFP – the Monthly Energy Fuel Payment, expressed in dollars, for the Monthly Billing Period
- NLFPE – Native Load Firm Peak Energy, expressed in MWh, shall be the total On-Peak Energy based on the sum of Seller's hourly scheduled values at the Point(s) of Delivery for each applicable billing period of the Delivery Period. For scheduling purposes, Seller shall account for 1) the Third Party Supply(?), 2) FPL and Duke Transmission losses (expressed in MWh) at and from where Energy is first received into the FPL Transmission System to the Point(s) of Delivery based on the demand loss factors for FPL Transmission System's delivery points on the FPL Transmission System and the demand loss factors for Duke Transmission System's delivery points on the Duke Transmission System, and 3) Renewable capacity exceeding 2,500 kW during the hour of the forecasted monthly peak as per Section 14.
- NLFOPE – Native Load Firm Off-Peak Energy, expressed in MWh, shall be the total On-Peak Energy based on the sum of Seller's hourly scheduled values at the Point(s) of Delivery for each applicable billing period of the Delivery Period. For scheduling purposes, Seller shall account for 1) the Third Party Supply, 2) FPL and Duke Transmission losses (expressed in MWh) at and from where Energy is first received into the FPL Transmission System to the Point(s) of Delivery based on the demand loss factors for FPL Transmission System's delivery points on the FPL Transmission System and the demand loss factors for Duke Transmission System's delivery points on the Duke Transmission System, and 3) Renewable capacity exceeding 2,500 kW during the hour of the forecasted monthly peak as per Section 14.;
- PEP – Peak Energy Price, expressed in \$/MWh and calculated in accordance with Appendix D;
- OPEP – Off-Peak Energy Price, expressed in \$/MWh and calculated in accordance with Appendix D;

- 2) For calendar year 2017, 2018 and 2019, unless Buyer exercises the Buyer's Option in Section 8(d) for such calendar year, the Monthly Energy Fuel Payment for each Monthly Billing Period shall be determined according to the following formula:

$$\text{MEFP} = [(\text{SFPE} * \text{PEP}) + (\text{SFOPE} * \text{OPEP})] + [(\sum_{k=1}^N (\text{NLFE}_k * \text{NFLGHR} * \text{GI})) *]$$

Where:

- MEFP – Monthly Energy Fuel Payment, expressed in dollars, for the Monthly Billing Period
- SFPE – System Firm Peak Energy, expressed in MWh, shall be the total On-Peak Energy based on the sum of Seller's hourly scheduled values at the Point(s) of Delivery for each applicable billing period of the Delivery Period and grossed up for losses (expressed in kWhs) at and from where Energy is first received into the FPL Transmission System to the Point(s) of Delivery based on the demand loss factors for FPL Transmission System's delivery points on the FPL Transmission System and the demand loss factors for Duke Transmission System's delivery points on the Duke Transmission System.
- SFOPE – System Firm Off-Peak Energy, expressed in MWh, shall be the total Off-Peak Energy based on the sum of Seller's hourly scheduled values at the Point(s) of Delivery for each applicable billing period of the Delivery Period. For scheduling purposes, Seller shall account for 1) the Third Party Supply, 2) FPL and Duke Transmission losses (expressed in MWh) at and from where Energy is first received into the FPL Transmission System to the Point(s) of Delivery based on the demand loss factors for FPL Transmission System's delivery points on the FPL Transmission System and the demand loss factors for Duke Transmission System's delivery points on the Duke Transmission System, and 3) Renewable capacity exceeding 2,500 kW during the hour of the forecasted monthly peak as per Section 14.
- PEP – Peak Energy Price, expressed in \$/MWh and calculated in accordance with Appendix D;
- OPEP – Off-Peak Energy Price, expressed in \$/MWh and calculated in accordance with Appendix D;
- NLFED – Native Load Firm Energy, expressed in MWh, shall be the total Energy, if any, not served by either SFPE or SFOPE due to an interruption in service based on the sum of Seller's hourly scheduled values at the Point(s) of Delivery for each applicable billing period of the Delivery Period and grossed up for losses (expressed in kWhs) at and from where Energy is first received into the FPL Transmission System to the Point(s) of Delivery based on the demand loss factors for FPL Transmission System's delivery points on the FPL Transmission System and the demand loss factors for Duke Transmission System's delivery points on the Duke Transmission System.
- NFLGHR – the Native Load Firm Guaranteed Heat Rate shall be 40.0

mmBtu/MWh;

- GI – the daily midpoint price of natural gas (expressed in \$/MMBtu) for the relevant day of delivery of energy for Louisiana-Onshore South Florida Gas, Zone 3, as published in Platt's Gas Daily Price Survey, plus the Florida Gas Transmission ("FGT") fuel loss factor, the FGT average usage charge from the applicable FGT tariff, and a \$0.80/MMBtu demand charge. In the event that no such price is published for the relevant Delivery Day, then the following shall be used: (a) the arithmetic average of the daily midpoint price (expressed in \$/MMBtu) of the last published price prior to and the next published price after the relevant day of delivery of energy;
- n – number of hours in the Monthly Billing Period
- k – each hour, for the Monthly Billing Period

APPENDIX D

ON-PEAK AND OFF-PEAK ENERGY CALCULATION

On-Peak and Off-Peak Energy Pricing

Buyer shall pay Seller a monthly on-peak and off-peak Fuel Charge and on-peak and off-peak Fuel Adjustment Charge for the Energy Quantity based upon the fuel factors and the fuel adjustment factors determined pursuant to this Appendix C. The "Fuel Charge" for each month shall be an amount equal to (i) the product of the estimated On-peak Fuel Charge Factor determined pursuant to Appendix C Schedule 1 for the applicable month and the on-peak Energy Quantity for the applicable month, plus (ii) the product of the estimated Off-peak Fuel Charge Factor determined pursuant to Appendix C Schedule 1 for the applicable month and the off-peak Energy Quantity for the applicable month. The "Fuel Adjustment Charge" shall be an amount equal to (i) the product of the actual On-peak Fuel Adjustment Charge Factor determined pursuant to Appendix C for the applicable month that the Fuel Charge is being trued-up and the on-peak Energy Quantity for the applicable month that the Fuel Charge is being trued-up, plus (ii) the product of the actual Off-peak Fuel Adjustment Charge Factor determined pursuant to Appendix C for the applicable month that the Fuel Charge is being trued-up and the off-peak Energy Quantity for the applicable month that the Fuel Charge is being trued-up.

On-peak and off-peak time periods are those contained in Seller's retail tariff GSLDT-3. The current on-peak periods are for November 1 through March 31, Monday through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Years Day and for April 1 through October 31, Mondays through Fridays during the hours 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day. All other hours are in the off-peak period.

Fuel Pricing True-up

The fuel factors used to bill the Fuel Charges shall be projected by November 30th of every year for the following Calendar Year. The Fuel Charge shall then be subject to true-up through the Fuel Adjustment Charge. Buyer shall be billed an estimated Fuel Charge each month for the Energy Quantity delivered in the preceding month. Any difference between the estimated Fuel Charges and the Fuel Charges based on actual fuel costs shall be billed or credited to Buyer through the Fuel Adjustment Charge on the first bill rendered after such actual fuel costs have been determined. If the Fuel Adjustment Charge is positive, such amount shall be billed to Buyer and if the Fuel Adjustment Charge is negative, such amount shall be credited to Buyer. The amount to be billed or credited for any over-collections or under-collections based on such estimates versus actual costs shall include interest accrued at the average of the Prime Rate as published in the Wall Street Journal for the last business day of the current and prior month and charged or applied to the average of the beginning and ending true-up balance for the month. Seller shall use reasonable diligence when estimating monthly fuel charges so as to avoid any significant difference between estimated and actual monthly fuel charges to Buyer. Fuel Adjustment Charges shall always be based on Seller's actual costs for fuel and purchased power.

Fuel Charge Factor Formula and Fuel Adjustment Charge Factor Formula

1) The Fuel Charge Factors.

- (a) The amounts included in the estimated and actual total expense of system fuel and Purchased Economic Power shall be consistent with 18 CFR 35.14 and shall include without limitation fees for disposal of spent nuclear fuel and/or high-level radioactive waste as specified in the Contract for Disposal of Spent Nuclear Fuel And/or High-Level Radioactive Waste between the United States of America represented by the US Department of Energy and Florida Power and Light Seller dated June 1983.
- (b) The total expense of estimated and actual system fuel and Purchased Economic Power included in the Fuel Charge Factors and the Fuel Adjustment Charge Factors shall be the cost of:
 - (i) fuel consumed in Seller's own plants, and Seller's share of fuel consumed in jointly owned or leased plants;
 - (ii) the actual identifiable fuel costs associated with energy purchased for reasons other than identified in section 1(b)(iii) of this Appendix;
 - (iii) the Total Cost Of The Purchase as defined in section 1(d) of this Appendix, if the reserve capacity of Seller is adequate independent of all other purchases where nonfuel charges are included;
 - (iv) generation energy charges for any purchase if the total amount of generation energy charges is less than Seller's Total Avoided Variable Costs;
 - (v) less the cost of fuel recovered through all intersystem sales;
 - (vi) plus any Taxes on the energy cost of fuel or, electric energy generated, where such Taxes are not included elsewhere.
- (c) The cost of fuel included in the estimated and actual system fuel and Purchased Economic Power expenses shall include no items other than those listed in the account 151 of the FERC Uniform System of Accounts For Public Utilities and Licensees. The cost of nuclear fuel shall be that as shown in account 518, except that if account 518 also contains any expenses for fossil fuel that has already been included in the cost of fossil fuel, it shall be deducted from this account.
- (d) For the purpose of section 1 (b) (iii) and (iv), the following definitions apply:
 - (i) "Purchased Economic Power" means power or energy purchased over a period of 12 months or less where the Total Cost Of The Purchase is less than Seller's Total Avoided Variable Cost;
 - (ii) "Total Cost Of The Purchase" means all charges incurred in buying Purchased Economic Power and having such power delivered to FPL's Transmission System and includes, but is not limited to, capacity reservation charges, generation energy charges, adders, and any transmission or wheeling charges associated with the purchase.
 - (iii) "Total Avoided Variable Costs" means all identified and documented variable costs that would have been incurred by Seller had a particular Purchased Economic Power transaction not been made, including, but are not limited to, those costs associated with fuel, startup, shutdown or any purchases that would have been made in lieu of the Purchased Economic Power transaction made.

- (e) For the purpose of section 1 (b) (iii), the system reserved capacity criteria used by Seller's system operators is demand and energy purchased for a period of less than a year and shall be deemed as being for reliability purposes if Seller expects that the purchase is required in order to maintain operating reserves in accordance with Prudent Utility Practice.
- (f) Total system net generation and Purchased Economic Power costs included in the Fuel Charge Factors and the Fuel Adjustment Charge Factors shall be the sum of:
 - (i) generation,
 - (ii) purchases,
 - (iii) exchange received, less
 - (iv) energy associated with pumped storage operations, less
 - (v) intersystem sales referred to in section 1 (b) (v) of this Appendix, less
 - (vi) total system losses (losses shall be deemed to be zero because Buyer takes Contract Capacity Electric Service where energy is first received into the Seller's transmission system.).

(g) Calculation of estimated On-peak Fuel Charge Factor:

((Estimated total fuel costs and net power transactions defined in 1(b) and (c)¹ * On-peak cost ratio²) / (estimated total net generation defined in 1(f)¹ * On-peak load ratio²))

(h) Calculation of estimated Off-peak Fuel Charge Factor:

((Estimated total fuel costs and net power transactions defined in 1(b) and (c)¹ * Off-peak cost ratio²) / (estimated total net generation defined in 1(f)¹ * Off-peak load ratio²))

(i) The attached Appendix D Schedule 1 illustrates the calculation of the On-peak and Off-peak Fuel Charge Factors.

(ii) "On-peak" and "Off-peak" shall have the meanings attributed to such terms in Seller's retail tariff GSLDT-3.

2) The Fuel Adjustment Charge Factors.

(a) Calculation of On-peak Fuel Adjustment Charge Factor:

Actual On-peak Fuel Charge Factor minus estimated On-peak Fuel Charge Factor

(b) Calculation of Off-peak Fuel Adjustment Charge Factor:

Actual Off-peak Fuel Charge Factor minus estimated Off-peak Fuel Charge Factor

The actual On-peak and Off-peak Fuel Charge Factors shall be calculated by applying actual costs and expenses to the formulas used to calculate the estimated On-peak and Off-peak Fuel Charge Factors of Appendix D. – Schedule 1

¹ Total fuel costs and net power transactions and total MWh generation estimates approved by the FPSC for the current period. Includes applicable FERC adjustments.

² On-peak and off-peak cost and load ratios calculated using cost and load data from the Production Costing Model POWRSYM

Appendix D - Schedule 1

Calculation of On-Peak and Off-Peak Fuel Charge Factors

<u>Line</u>	<u>Description</u>	<u>Amount</u>
	Total Fuel Costs and Net Power Transactions	
1	Cost of Fuel Consumed - Section 1(b)(i)	
2	Fuel Costs for Energy Purchased - Section 1(b)(ii)	
3	Total Cost Of The Purchase - Section 1(b)(iii)	
4	Generation energy charges - Section 1(b)(iv)	
5	Cost of Fuel Recovered Through all Intersystem Sales - Section 1(b)(v)	
6	Taxes on Energy Cost of Fuel or Electric Energy Generated - Section 1(b)(vi)	
7	Total Fuel Costs and Net Power Transactions - Section 1(g) (Sum Lines 1- 4, less line 5 , plus line 6)	
	<u>Total Net Generation</u>	
8	Generation - Section 1(f)(i)	
9	Purchases - Section 1(f)(ii)	
10	Exchanged Received 1(f)(iii)	
11	Energy Associated With Pumped Storage Operations - Section 1(f)(iv)	
12	Intersystem Sales Included in Line 5 - Section 1(f)(v)	
13	Total Net Generation - Section 1(f) (Sum lines 8 - 10, less lines 11 - 12)	
14	On-peak Cost Ratio - Section 1(g) (POWRSYM)	
15	Total On-peak Fuel Costs and Net Power Transactions - Section 1(g) (Line 7 x Line 14)	
16	On-peak Load Ratio - Section 1(g) (POWRSYM)	
17	On-peak Net Generation - Section 1(g) (Line 13 x Line 16)	
18	ON-PEAK FUEL FACTOR – Section 1(g)(Line 15 / Line 17)	
19	Off-peak Cost Ratio - Section 1(h) (POWRSYM)	
20	Total Off-peak Fuel Costs and Net Power Transactions - Section 1(h) (Line 7 x Line 19)	
21	Off-peak Load Ratio - Section 1(h) (POWRSYM)	
22	Off-peak Net Generation - Section 1(h) (Line 13 x Line 21)	
23	OFF-PEAK FUEL FACTOR - Section 1(h) (Line 20 / Line 22)	

APPENDIX E

MONTHLY CUSTOMER CHARGE (MCC) CALCULATION

Monthly Customer Charge is [REDACTED]/Month.



city commission agenda item

Item type	Consent Agenda	meeting date	September 28, 2015		
prepared by	Michelle Neuner City Management	approved by	<input checked="" type="checkbox"/>	City Manager	
department		<input checked="" type="checkbox"/>	City Attorney		
division		<input type="checkbox"/>	N/A		
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A		final vote		
strategic objective	<input type="checkbox"/> Exceptional Quality of Life	<input checked="" type="checkbox"/> Fiscal Stewardship			
	<input type="checkbox"/> Intelligent Growth & Development	<input type="checkbox"/> Public Health & Safety			
	<input checked="" type="checkbox"/> Investment in Public Assets & Infrastructure				

subject

Lease for Winter Park Benefit Shop

motion | recommendation

Authorize the Mayor to sign a lease agreement between the City of Winter Park and the Winter Park Benefit Shop

background

The Winter Park Benefit Shop has been serving the community for over 80 years. In 2005 the Benefit Shop was moved from its previous location, where the Welcome Center was constructed, to vacant space located with City Hall facing Lyman. At the time, this move was acknowledged through a development agreement. In order to formalize the relationship between the City and the Benefit Shop, the City Attorney's office has worked with City Management and the volunteer Board of Directors representing the Benefit Shop to prepare the attached lease.

alternatives | other considerations

None

fiscal impact

Base rent is considered \$1 per year. The Benefit Shop raises in excess of \$10,000 per year that benefits local charities.

Lease Agreement

This LEASE AGREEMENT (hereinafter referred to as the "Lease") is by and between the City of Winter Park (the "City"), and Winter Park Benefit Shop Association, Incorporated, a corporation not for profit, organized under the laws of the state of Florida ("Tenant").

1. LEASED PREMISES. The floor space and interior wall and ceiling space of 401 South Lyman Avenue of the Building. The City hereby leases to the Tenant and the Tenant hereby takes from the City, for the Term and upon the conditions hereinafter provided, the Leased Premises, ("Premises").
2. TERM. This Lease shall begin on the 15th day of August, 2015. This Lease shall end on the 15th day of August, 2020. The Lease and the term hereof may be renewed pursuant to the provisions in paragraph 5, hereinafter, but if the Lease is not renewed in accordance with the provisions in paragraph 5, this Lease shall terminate on the date stated.
3. EFFECT OF RELOCATION OR REPURPOSING OF CITY HALL. If the City Commission determines, in its sole discretion, that the building housing the Tenant is to be replaced or repurposed, the City will make a reasonable and good faith effort to find Benefit Shop an alternative location at a City facility, so that Benefit Shop may continue its work under the terms and conditions of this Lease, with the exception that the location and leased premises identified in Sections 1 and 2 of this Lease shall be modified to state the new location and describe the new leased premises. However, the City cannot and does not hereby represent, promise or guarantee that it shall be able to or will find an alternative location for Benefit Shop at a City Facility or otherwise, in which case, this Lease may be terminated by the City with thirty (30) days written notice to Tenant.
4. LEASEHOLD IMPROVEMENTS. Tenant is taking the Premises and accepting the condition of the Premises "AS IS" and the City is under no obligation to make any structural or other improvements.
5. BASE RENT. The Tenant agrees to pay to the City at such other place as the City may hereafter from time to time designate in writing, without demand, annual Base Rent in the amount of One Dollar (\$1.00).
 - a. Renewal Terms. The Tenant shall have two successive options to extend the Term of this Lease by providing written notice to the City at least ninety (90) days in advance of the last day of the Term that would expire, but for the notice of the

exercise of this option to renew. Each option is for the right to extend the Term by two (2) years upon the conditions stated in this Lease. If Tenant exercises its options to extend the Term of this Lease, the Base Rent for the renewal term(s) shall be as follows:

- i. For the first Renewal Term of two (2) years, the annual Base Rent shall be One Dollar (\$1.00).
 - ii. For each year of the second Renewal Term of two (2) years, the Base Rent shall be One Dollar (\$1.00).
6. TENANT'S SIGNAGE. Any signage, displays, or graphics of any nature whatsoever relative to the business conducted on the Premises, shall be provided at the expense of the City but at the option of the City regarding the amount, if any, to be expended, and all signage shall be subject to applicable City Ordinances.
7. TENANT'S ADDITIONAL WARRANTIES. In addition to any warranties or covenants made or to be kept by the Tenant pursuant to any other provision contained elsewhere herein, the Tenant hereby agrees:
 - a. To not commit any nuisance or waste on the Premises, throw foreign substances in plumbing facilities, or waste the services, if any, furnished by the City;
 - b. To not place any items in or otherwise obstruct entries, halls, stairways, sidewalks, or other Common Areas, and not use the same for anything other than their intended purpose;
 - c. To comply with any and all of the Tenant's other covenants and agreements contained in this Lease;
 - d. To store all trash and garbage and make the same available for regular pick-up;
 - e. To conduct its business at all times in good faith, and in a high grade and reputable manner.
8. REPAIR. The City shall be responsible to repair and maintain the property subject to the obligation of the Tenant to operate the Premises in a safe and responsible manner and to keep the Premises clean during ordinary operations of the business conducted within the Leased Premises. The City at its expense will maintain and repair but shall do so in accordance with standards set by the City of Winter Park.

9. USE. Tenant may use and occupy the Leased Premise for a benefit shop which benefit shop shall have as part of its purpose a "charitable purpose". The City shall allow operations of the allowable use conducted by Tenant on any non-state, municipal or federal holiday, Monday through Saturday, at Tenant's option, between the hours of 9:00 a.m. through 5:00 p.m.
10. COMPLIANCE WITH LAWS. The Tenant warrants that it will abide by all laws that apply to Tenant's conformance with health, safety, and building codes.
11. TENANT'S MAINTENANCE OBLIGATIONS. The Tenant, at its own expense, shall maintain the Premises at all times in a good, clean, sanitary, and safe condition in accordance with laws, ordinances, and regulations.
12. THE CITY'S RIGHT OF ACCESS. The City, its employees, and agents shall have the right to enter the Premises at all reasonable times for the purpose of inspecting, cleaning, or repairing the Premises.
13. ALTERATIONS. Tenant shall not make any alterations, additions, or improvements in or to the Premises, or add, disturb, or in any way change any plumbing or wiring therein without the written consent of the City.
14. ASSIGNMENT OR SUBLETTING. Tenant will not assign, transfer, mortgage or encumber this Lease or sublet or rent or permit occupancy or use of the Premises, or any part thereof by any third party.
15. SURRENDER AND TREATMENT OF IMPROVEMENTS. On the last day of the Term or on the sooner termination thereof, the Tenant shall peaceably surrender the Premises.
16. DEFAULT BY TENANT SHALL INCLUDE:
 - a. Breach of a material provision of this Lease.
 - b. If a notice of lien, levy or assessment is filed of record with respect to all or any part of the property of the Tenant by the United States, or any other governmental authority, unless contestable and actually and diligently contested in accordance herewith;
 - c. If the Tenant shall file a voluntary petition for bankruptcy or for arrangement, reorganization or other relief under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter in effect;

- d. If the Tenant shall file an answer or other pleading or any proceeding admitting insolvency, bankruptcy, or inability to pay its debts as they mature;
 - e. If, within thirty (30) days after the filing against it of any involuntary proceedings under the Federal Bankruptcy Code or similar law, state or federal, now or hereafter in effect, the Tenant shall fail to have such proceeding vacated;
 - f. If the Tenant shall be adjudicated as bankrupt;
 - g. If the Tenant be dissolved, terminated or merged, except as the same shall constitute an Assignment pursuant to Section 13 hereof to which the City gives consent;
 - h. If the Tenant shall sell, convey, transfer or assign all or a major portion of its inventory, fixtures or other personal property, either on or off the Premises, without replacing same with comparable equivalents within thirty (30) days;
 - i. If the Tenant abandons the Premises before the end of the Term;
 - j. If the Tenant shall, at any time during the Term of this Lease, fail to carry in full force and effect any of the insurance coverage required by Paragraph 20 of this lease.
17. REMEDIES. Upon the occurrence of any Event of Default, the City shall have all rights under Florida law.
18. INSURANCE. The Tenant agrees to secure and keep in force from and after the Commencement Date of this Lease and throughout the full Term of this Lease, at the Tenant's own cost and expense, the following:
- a. Commercial general liability insurance on the Premises, which policy shall include coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Lease), and Independent Contractors, in current Insurance Services Office form or other form which provides coverage at least as broad. Tenant shall maintain a combined policy limit of at least \$500,000 applying to Bodily Injury, Property Damage and Personal Injury.
 - b. Other Requirements. All policies of insurance procured by the Tenant shall:
 - i. Be issued by insurance companies reasonably acceptable to the City;
 - ii. Be written as primary policies not contributing with and not in excess of coverage that the City may carry;

- iii. All comprehensive general liability insurance procured by the Tenant under this section shall be issued for the benefit of the City and the Tenant, as their respective interests may appear;
- iv. Contain endorsements providing as follows:
 - 1. That such insurance may not be materially changed, amended, or canceled with respect to the City except after twenty (20) days' prior written notice from the insurance company to the City, sent by registered mail;
 - 2. That the Tenant be solely responsible for the payment of all premiums under such policy and that the City shall have no obligation for the payment thereof notwithstanding that the City is or may be named as an insured.
- c. Proof of Coverage. The original policy or policies, or duly executed certificates for the same, together with reasonably satisfactory evidence of payment of the premium thereof, shall be delivered to the City within five (5) days of the date of execution of this Lease, and on renewals of such policies not less than twenty (20) days prior to the expiration of the term of any such coverage.
- d. Non-Waiver of Sovereign Immunity. The limits of liability in Section 768.28, Florida Statutes, and the sovereign immunity of the City of Winter Park shall not be waived by virtue of this requirement that Tenant maintain insurance adding the City as an additional insured.
- e. Nothing herein shall prohibit the City from contributing an amount of money sufficient to fund the insurance, although the City is not required to do this. Any such expenditure shall be consistent with the regular practice of the City for any fiscal year in question in which the City elects to provide funding for charitable purposes directly benefitting the citizens of Winter Park.

19. GENERAL PROVISIONS.

- a. Indemnity and hold harmless. The City is protected by sovereign immunity. Tenant shall indemnify, defend and save the City harmless, from and against all claims, demands, obligations, liabilities, penalties, fines, charges, costs and expenses, including, but not limited to, attorneys' fees, costs and expenses for the defense thereof, arising from occurrences on or about the Premises and from Tenant's negligent activities thereon. Should claim be brought against the City or the City be made a party to any action relating to the Premises, then Tenant shall

reimburse the City for all attorneys' fees, costs and expenses incurred by the City in connection with the claim or action.

City will in good faith and at its sole discretion assist Tenant in complying with insurance requirements, which assistance may include premium assistance and/or modification of insurance requirements as determined in City's sole discretion by City Manager or his express designee, and subject to the limits of the Manager's contract and purchase order authority under the Municipal Charter and Code.

- b. Construction liens. The Tenant agrees to promptly pay all sums of money owed in respect of labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to the Tenant in or about the Premises, and the Tenant shall not permit any construction, material man's, or other lien to arise or be filed against the Premises or the City's interest therein. The Tenant shall save, hold harmless, and defend the City from liability or other damage that the City may incur as a result of such liens
- c. Keys. Any and all keys to the Premises shall be surrendered to the City on the termination of this Lease.
- d. No partnership, joint venture, third party beneficiary or fiduciary relationship created. Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the City and Tenant, it being understood that the sole relationship created hereby is one of the City and tenant. Nothing contained in this Lease shall have the effect of creating a third party beneficiary and no non-party to this Lease shall be deemed to have any third party rights, it being understood that the sole relationship created hereby is one of the City and Tenant.
- e. Notices. All communications permitted or required to be given under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent, or deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, by fax or email transmission addressed to the other party to this Lease. For purposes of notice, the addresses of the parties shall be as follows:

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

Winter Park Benefit Association, Inc.
Attn: _____
140 West Lyman Avenue
Winter Park, FL 32789

- f. Amendment, modification, or waiver. No amendment, modification, or waiver of any condition, provision, or term of this Lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default shall not affect or impair any right arising from any subsequent default.
- g. Entire agreement. This Lease contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.
- h. Captions, headings, or titles. All captions, headings, or titles in the paragraphs or sections of this Lease are inserted for convenience of reference only and shall not constitute a part of this Lease as a limitation of the scope of the particular paragraphs or sections to which they apply.
- i. Florida law: Construction. This Lease shall be construed and enforced in accordance with the laws of the state of Florida. No provision of this Lease shall be construed by any court against either party by reason of such party being deemed to have drafted or structured such provision.
- j. Jurisdiction and Venue. Each of the parties irrevocably consents to exclusive jurisdiction and venue in the Florida state courts located in Orlando, Orange County, Florida, and in the Federal district court which includes Orlando, Orange County, Florida.
- k. Time is of the essence. Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision hereof.

*****Signatures on following page*****

This Lease Agreement is herein effective as of _____, 2015 and is binding upon and subscribed to by the parties as shown by their respective signatures below, the signatories being deemed to have the authority to bind their respective organizations.

CITY OF WINTER PARK

**WINTER PARK BENEFIT
SHOP ASSOCIATION, INC.**

By: ~~Randy Knight~~ *Steve Leary*
As its: ~~City Manager~~ *Mayor*

By: *J. Kutz*
As its: President

ATTEST:

WINTER PARK WELCOME CENTER DEVELOPMENT AGREEMENT

This Winter Park Welcome Center Development Agreement (the "Agreement") is made this 22nd day of August, 2005 by and between the City of Winter Park, Florida (the "City"), a municipal corporation organized and existing under the laws of the State of Florida and the Winter Park Chamber of Commerce (the "Chamber"), a Florida not-for-profit corporation, organized and existing under the laws of the State of Florida

WITNESSETH

WHEREAS, pursuant to that certain Lease Agreement dated March 10, 1998, as amended from time to time (the "Current Chamber Lease") the Chamber currently leases an office building at 150 N New York Avenue, Winter Park, FL (the "Current Chamber Building") located on certain property owned by the City, all as more particularly described on Exhibit "A" attached hereto (the "Current Chamber Parcel"), and

WHEREAS, the Chamber desires to relocate its offices to new office facilities in the City of Winter Park and within walking distance of Park Avenue and

WHEREAS, the City currently owns a single story building located at 151 West Lyman Avenue, Winter Park, Florida (the "Parks and Rec Building") located upon certain property more particularly described on Exhibit "B" attached hereto (the "City Parcel"), and

WHEREAS, a portion of the Parks and Rec Building is occupied by the City Parks and Recreation Department and a portion is occupied by the Winter Park Thrift Shop, the latter being pursuant to a use agreement by and between the City of Winter Park and the Winter Park Benefit Shop Association, Incorporated, dated February 9, 1972, and

WHEREAS, the City desires to demolish the Parks and Rec Building and related facilities and to construct a new two story building upon the City Parcel which will serve as the City of Winter Park Welcome Center (the "Welcome Center"), and

WHEREAS, the City, in anticipation of such demolition and the development of the Welcome Center, has previously relocated the Parks and Recreation Department and will relocate the Winter Park Thrift Shop, and

WHEREAS, Central Park Station Partners (the "Post Office Developer") intends to demolish the United States Post Office located at 300 North New York Avenue, which is immediately North of and adjacent to the current Chamber property and the Chamber Building (the "Post Office Site") and develop a mixed use project in place thereof (the "Post Office Project"), and

WHEREAS, the Post Office Developer is redeveloping the Post Office Site in partnership with the City of Winter Park and requires the use of the Current Chamber Building and the current Chamber property as a temporary Post Office, and

A G R E E M E N T

THIS AGREEMENT, entered into by and between the City of Winter Park, a municipal corporation, organized and existing by and under the laws of the State of Florida, as party of the first part, and the Winter Park Benefit Shop Association, Incorporated, a corporation not for profit, organized under the laws of the State of Florida, party of the second part;

WHEREAS, the party of the first part is the legal recorded owner of Lot 10 and the West 45 feet of Lot 11, Block 58, Town of Winter Park, by deed recorded in Deed Book 2081, Page 71; and

WHEREAS, the City of Winter Park wishes to insure to itself the use of the said property for purposes of a Civic, Welfare and Municipal nature only; and

WHEREAS, the Winter Park Benefit Association, Inc. now occupies space in the west end of the building located on the aforementioned property and operates in this space the Cottage Thrift Shop.

NOW, THEREFORE: THIS AGREEMENT WITNESSETH: That the party of the first part conveys, and grants the right to use and occupancy of that part of the building now occupied as of this date; to the Winter Park Benefit Association, Inc. for as long as said space now occupied by the above mentioned Winter Park Benefit Shop Association is used exclusively for Civic, Welfare or Municipal purposes, and whenever said space located in the aforementioned building shall no longer be used for said purposes, the said possession of this tenancy, and any improvements made by said tenant shall revert to the City of Winter Park. That these covenants shall extend to and be binding on the successors, trustees and assigns of said party of the second part.

This agreement entered into this 9th day of February, 1972.

IN WITNESS WHEREOF the party of the first part has caused these presents to be executed by its duly authorized officer and its corporate seal affixed the day and year first above written.

CITY OF WINTER PARK
A Municipal Corporation

BY *Daniel M. Hunter*
Mayor-Commissioner

ATTEST:
[Signature]
City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned officer, personally appeared Daniel M. Hunter, Mayor-Commissioner, of the City of Winter Park, Florida, a municipal corporation, organized and existing under and by the constitution and laws of the State of Florida, and known to me to be the person who executed the foregoing instrument and acknowledged before me that he executed the foregoing instrument for the purposes expressed therein.

WITNESS my hand and official seal at Winter Park, Orange County, Florida, this 9th day of February, A.D. 1972.

Naufled H. Gustafson
Notary Public

My Commission expires February 13, 1976

424496 RECORDED

JUN 22 3 10 PM '71

This Warranty Deed

Made and executed the 10th day of June 1971 by

Winter Park Health and Welfare Agencies, Inc., a non-profit corporation existing under the laws of the State of Florida, and having its principal place of business at 201 West Lyman Avenue, Winter Park, Florida, hereinafter called the grantor, to the City of Winter Park, Florida, a Florida municipal corporation,

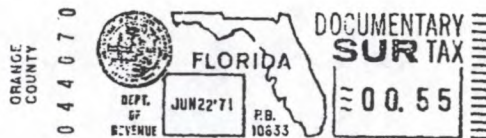
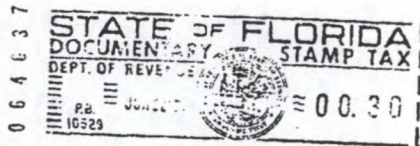
whose postoffice address is Post Office Box 1210, Winter Park, Florida, 32789,

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00-----and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Orange County, Florida, viz: Lot 10 and the West 45 feet of Lot 11, Block 58, Town of Winter Park.

30
55



Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

(CORPORATE SEAL)

In Witness Whereof

the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST *Mrs. Norman E. Hollands*
Mrs. Norman E. Hollands Secretary

Winter Park Health and Welfare Agencies, Inc.

Signed, sealed and delivered in the presence of:

Johnnie C. Hearsh
Naufleet W. Gustafson

By *Emilie H. Davis*
Emilie H. Davis President
RECORDED & RECORD VERIFIED

STATE OF FLORIDA
COUNTY OF ORANGE

Naufleet W. Gustafson Clerk of
Circuit Court, Orange Co., Fla

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Emilie H. Davis and Mrs. Norman E. Hollands

well known to me to be the President and Secretary respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of June, A. D. 1971.

This instrument prepared
by Naufleet W. Gustafson
City Clerk's Office
City of Winter Park, Florida

Naufleet W. Gustafson
Notary Public, State of Florida
My Commission Expires Feb. 13, 1972
Bonded by American Fire & Casualty Co.



city commission agenda item

Item type	Consent Agenda	meeting date	September 28, 2015		
prepared by	Thu Pham (Dave Zusi)	approved by	<input checked="" type="checkbox"/>	City Manager	
department	Public Works		<input type="checkbox"/>	City Attorney	
division			<input type="checkbox"/>	N/A	
board approval		<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> N/A	final vote
strategic objective	<input type="checkbox"/> Exceptional Quality of Life		<input 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

Watermain Construction Agreement; Cost-Sharing Agreement between the City and UP Fieldgate US Investments – Winter Park, LLC (the “Developer”)

motion | recommendation

Approval of the Watermain Construction Agreement.

background

In 2005, the city hired CH2M Hill Engineers (the “Engineers”) to perform a hydraulic analysis of its water system. Pursuant to the analysis, the Engineers recommended that City install larger diameter pipes toward the westerly portions of the water distribution system.

The Developer plans to install twelve inch (12”) diameter watermain pipes beginning with a connection to the City’s existing eight inch (8”) diameter watermain located along the south side of Webster Avenue at the planned intersection of the Lee Road Extension and Webster Avenue, running north along the east side of the LRE Right-of-Way until reaching the Developer’s additional property (the “Whole Foods Property”), then from the boundary of the LRE Right-of-Way and the Whole Foods Property running northwesterly across the Whole Foods Property until reaching the City’s existing six inch (6”) watermain running along south side of Dixon Avenue (the “Project”). However, as a cost-saving measure, the City has requested the Developer to install sixteen inch (16”) watermain pipes instead, in order to fulfill the Engineers’ recommendations.

The City will reimburse the Developer the cost differential between the cost to install twelve inch (12") diameter watermain pipes versus the cost to install sixteen inch (16") diameter watermain pipes.

alternatives | other considerations

An alternative to entering into this Watermain Construction Agreement is for the City to replace the twelve inch (12") diameter watermain pipes installed by the Developer for this Project at a future date.

fiscal impact

The cost to the City will be One Hundred Eleven Thousand Two Hundred Ninety Three and No/100 Dollars (\$111,293.00).

Prepared by:
Thu Pham, Esq.
Greenspoon Marder Law
Capital Plaza I
201 East Pine Street, Suite 500
Orlando, Florida 32801

Return to:
City Clerk
Reference: Water & Wastewater Department
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

Parcel Id: _____

WATERMAIN CONSTRUCTION AGREEMENT

This Watermain Construction Agreement (“Agreement”) made this ____ day of September, 2015, by and between the **CITY OF WINTER PARK**, a Florida Municipal Corporation, (“City”), located at 401 South Park Avenue, Winter Park, Florida 32789, and **UP FIELDGATE US INVESTMENTS – WINTER PARK, LLC**, a Florida limited liability company, the owner/developer (“Developer”), located at 3201 East Colonial Drive, Orlando, Florida 32803.

WHEREAS, Developer owns certain property located in the City of Winter Park, as more fully described in and attached as Exhibit “A” (the “Whole Foods Property”); and

WHEREAS, City, Developer and the Orange County School Board entered into an Agreement, dated June 29, 2015, as amended (the “School Board Agreement”) for the sale to City of certain real property as necessary for the Lee Road Extension, as more fully described on and attached as Exhibit “B” (the “School Board Property”), which sale took place on July 30, 2015; and

WHEREAS, upon completion of the Lee Road Extension and acceptance by City, Developer agrees to convey to City the fee simple title to the property owned by Developer which will serve as right-of-way for the Lee Road Extension (the “LRE Right-of-Way”); and

WHEREAS, the Lee Road Extension project will require Developer to perform certain construction on the LRE Right-of-Way for the purpose of pedestrian and vehicular ingress and egress and certain other improvements that will allow for increased potable water capacity; and

WHEREAS, the Whole Foods Property will be serviced by the City’s water facilities; and

WHEREAS, in accordance with the construction plans created by Developer’s engineer, Lochrane Engineering, Inc. (“Lochrane”), and in satisfaction of the School Board Agreement and City Code requirements, Developer plans to install, a sixteen inch (16”) diameter watermain

beginning with a connection to the City's existing eight inch (8") diameter watermain located along the south side of Webster Avenue at the planned intersection of the Lee Road Extension and Webster Avenue, running north along the east side of the LRE Right-of-Way until reaching the Developer's additional property (the "Whole Foods Property"), then from the boundary of the LRE Right-of-Way and the Whole Foods Property running northwesterly across the Whole Foods Property until reaching the City's existing six inch (6") watermain running along south side of Dixon Avenue (the "Project"), to provide for increased potable water capacity to the westerly portion of the Utility Service Area; and

WHEREAS, towards the completion of the Project, Developer will grant City with a perpetual, non-exclusive easement to certain portions of the Whole Foods Property in order for City to maintain the watermain located on the Whole Foods Property; and

WHEREAS, in 2005, City hired CH2M Hill Engineers (the "Engineers") to perform a hydraulic analysis of its water system; and

WHEREAS, the Engineers recommended that City install larger diameter pipes toward the westerly portions of the water distribution system; and

WHEREAS, the Project will help fulfill the Engineers' recommendations; and

WHEREAS, City desires Developer to install a sixteen inch (16") diameter watermain in place of the planned twelve inch (12") diameter watermain contemplated by the Project; and

WHEREAS, Developer's contribution to the Project is eligible for a partial water impact fee credit since it represents an in kind contribution to a project in the City's Utility Department's Plans, and Developer's agreement to contribute to the cost of the Project and to construct the Project is therefore eligible for impact fee credits; and

WHEREAS, the parties wish to enter into this Agreement to memorialize the terms and conditions for the individual parties' responsibilities for various phases of the Project, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the following terms and conditions, the parties agree as follows:

1. The above-referenced "**WHEREAS**" clauses are true and accurate and are hereby incorporated.
2. Developer shall obtain the necessary survey and engineering design for a sixteen inch (16") diameter watermain to connect to an existing eight inch (8") watermain along the south side of Webster Avenue at the planned intersection of the Lee Road Extension and Webster Avenue with City's existing six inch (6") watermain running along south side of Dixon Avenue in accordance with the specifications and requirements of City.

3. Developer shall obtain all Construction Permits including permits from the Florida Department of Environmental Protection (FDEP) and the Florida Department of Transportation (FDOT) necessary for the construction of the watermain; to the extent there are any fees for such Construction Permits, costs will be allocated between Developer and City on a pro-rata basis as provided in Exhibit "C."
4. The parties agree that Developer shall construct the Project and shall be entitled to reimbursement from City for the additional construction, design, and permitting costs as well as water impact fee rebates totaling **One Hundred Eleven Thousand Two Hundred Ninety Three and No/100 Dollars (\$111,293.00)**, as more particularly described on the cost analysis prepared by Lochrane attached and incorporated as Exhibit "C." Upon substantial completion of the Project, Developer shall invoice City for amounts due Developer by City. City shall make payment to Developer within thirty (30) days of receiving the invoice, conditional upon Developer submitting all documentation required by City such as the Utility Easement, Bill of Sale, FDEP clearances, and release of liens.
5. In addition to the credit owed to Developer as noted in Exhibit "C," and based upon Developer's in kind contribution towards the Project, Developer will receive a thirty (30%) percent rebate on Water Impact Fees. Developer shall use the rebate towards Developer's costs for construction of the watermain. Notwithstanding the foregoing, in no event will the amount rebated exceed Developer's actual costs for the Project.
6. Since Developer is completing construction of the Project, public bidding is not required.
7. If there will be a savings by City procuring certain materials needed for the Project because of City's quantity discount and tax-free status, upon timely notice by Developer, City will timely provide to Developer the Ductile Iron Pipe and necessary watermain fittings and materials required for the Project.
8. City shall repave the portion of Webster Avenue/LRE intersection, upon completion of the Project to City's typical standards. Developer shall backfill and compact the trench on Webster Avenue/LRE intersection following pipeline installation to City's satisfaction as preparation for City to repave.
9. This Agreement shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the parties.
10. Developer warrants that it is the fee simple title holder of the Whole Foods Property, and it has all requisite power and authority to carry on its business as now conducted, and to enter into and preform the obligations of this Agreement and each instrument to which it is or will be a party.

11. All liens, mortgages and other encumbrances not satisfied or released of record, must be subordinated to the terms of this Agreement or the lienholder must join in this Agreement. It shall be the responsibility of Developer to promptly obtain the said subordination or joinder, in form and substance acceptable to the City Attorney, prior to City's execution of this Agreement.
12. The provisions of this Agreement are for the exclusive benefit of the parties and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless expressly provided.
13. To the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless City, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Developer or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable in constructing the Project; excepting those acts or omissions arising out of the sole negligence of the City.
14. Each party agrees to sign any other and further instruments and documents, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement, which documents will include, but not limited to, a Bill of Sale for the watermain installed as part of the Project and Utility Easement for the portion of the watermain on the Whole Foods Property in the forms attached hereto as **Exhibit D** and **Exhibit E** respectively.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals hereto on the day and year first above written.

[signatures to follow on separate pages]

WITNESSES:

CITY OF WINTER PARK

By:_____

Steve Leary, Mayor

(print)

ATTEST:

Cynthia S. Bonham, City Clerk

(print)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Steve Leary, Mayor (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Notary Public – State of Florida

Print Name:_____

My Commission expires:

WITNESSES:

UP FIELDGATE US INVESTMENTS – WINTER
PARK, LLC, a Florida limited liability company

By: _____

(print)

Title: _____

(print)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, the _____ of UP FIELDGATE US INVESTMENTS – WINTER PARK, LLC, ☐ who is personally known to me or ☐ who produced _____ as identification.

Notary Public – State of Florida

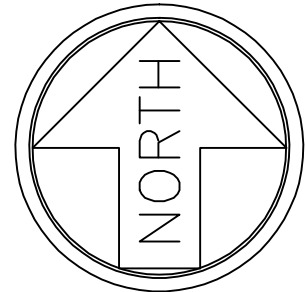
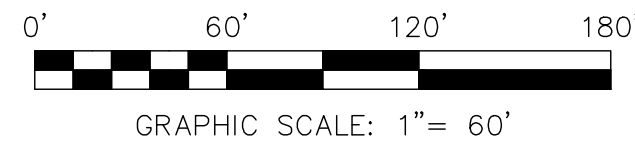
Print Name: _____

My Commission expires: _____

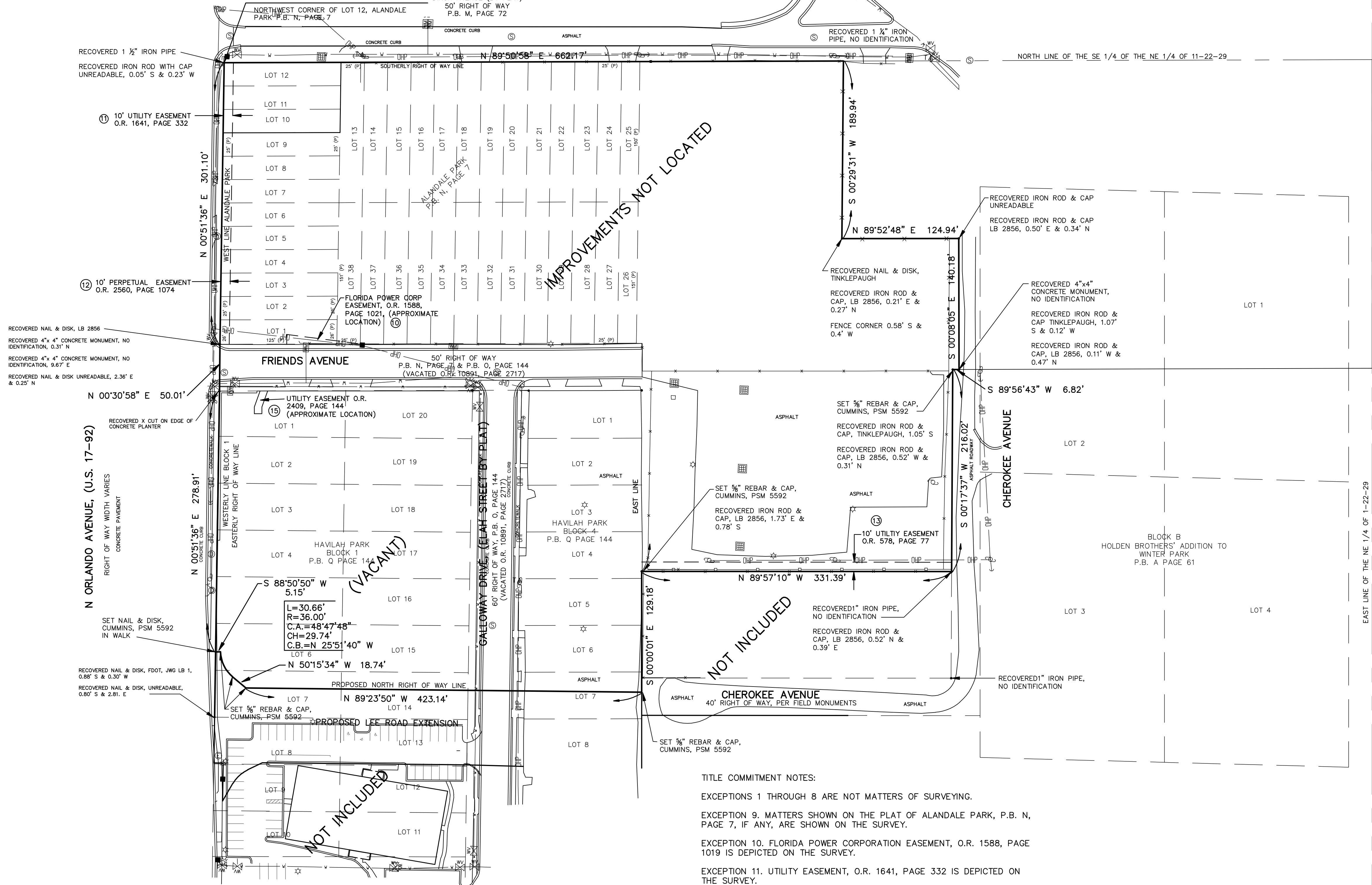
EXHIBIT A

LEGAL DESCRIPTION OF THE WHOLE FOODS PROPERTY

EXHIBIT "A"

POINT OF BEGINNING
OVERALL DESCRIPTION

DIXON AVENUE
DIXON AVENUE (BY PLAT)
50' RIGHT OF WAY
P.B. M, PAGE 72



LEGEND

	GAS VALVE		GUY WIRE
	SEWER VALVE		CONCRETE UTILITY POLE
	IRRIGATION CONTROL VALVE		WOOD UTILITY POLE
	RECLAIMED WATER VALVE		ELECTRIC JUNCTION BOX
	SANITARY SEWER MANHOLE		UTILITY RISER CABLE TELEVISION
	DRAINAGE MANHOLE		UTILITY RISER ELECTRIC
	TELEPHONE MANHOLE		UTILITY RISER TELEPHONE
	FIRE HYDRANT		WATER METER
	CLEANOUT		WATER VALVE
	LIGHT POLE		CALCULATED CENTRAL ANGLE
	SIGN		CHORD BEARING
	WELL		CORRUGATED METAL PIPE
	BOLLARD		DESCRIPTION
	DROP INLET		DEED BOOK
	TRAFFIC SIGNAL BOX		GOVERNMENT INVERT
	BURIED CABLE TELEVISION		ARC LENGTH
	OVERHEAD UTILITY LINES		LICENSED BUSINESS MEASURED
	BURIED TELEPHONE		NAIL & DISK
	WATER LINE		OFFICIAL RECORDS PLAT BOOK
	FORCE MAIN		PAGE
	BURIED POWER		PERMANENT CONTROL POINT
			PERMANENT CONTROL MONUMENT
			RADIUS
			TANGENT SECTION
			REINFORCED CONCRETE PIPE
			SEC.
			TEMPORARY BENCH MARK
			POINT OF CURVATURE
			POINT OF TANGENCY
			POINT OF REVERSE CURVATURE

LEGAL DESCRIPTION:

BEGIN AT THE NORTHWEST CORNER OF LOT 12, ALANDALE PARK, PLAT BOOK N, PAGE 7 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N89°50'58"E, ALONG THE NORTH LINE OF SAID ALANDALE PARK, SAID LINE ALSO BEING THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, 662.17 FEET; THENCE S00°29'31"W, DEPARTING SAID NORTH LINES, 189.94 FEET; THENCE N89°52'48"E, 124.94 FEET TO THE WEST RIGHT OF WAY LINE OF CHEROKEE AVENUE; THENCE S00°08'05"E, ALONG SAID WEST RIGHT OF WAY LINE, 140.18 FEET; THENCE S89°56'43"W, ALONG SAID WEST RIGHT OF WAY LINE, 6.82 FEET; THENCE S00°17'37"W, CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, 216.02 FEET; THENCE N89°57'10"W, DEPARTING SAID WEST RIGHT OF WAY LINE, 331.39 FEET TO THE EAST LINE OF BLOCK 4, HAVILAH PARK, PLAT BOOK O, PAGE 144 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S00°00'01"E, ALONG SAID EAST LINE, 129.18 FEET TO THE NORTH RIGHT OF WAY LINE OF PROPOSED LEE ROAD EXTENSION; THENCE N89°23'50"W, ALONG SAID NORTH LINE, 423.14 FEET; THENCE N50°15'34"W, ALONG SAID NORTH RIGHT OF WAY LINE, 18.74 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 36.00 FEET AND A CHORD BEARING OF N25°51'40"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°47'48" A DISTANCE OF 30.66 FEET; THENCE S88°50'50"W, ALONG SAID NORTH RIGHT OF WAY LINE, 5.15 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ORLANDO AVENUE, (U.S. HIGHWAY 17-92) SAID LINE ALSO BEING THE WEST LINE OF BLOCK 1, OF AFOREMENTIONED HAVILAH PARK; THENCE N00°51'36"E, ALONG SAID EASTERLY RIGHT OF WAY LINE AND SAID WEST LINE, 278.91 FEET TO THE NORTHWEST CORNER OF BLOCK 1 SAID HAVILAH PARK; THENCE N00°30'58"E, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, 50.01 FEET TO THE SOUTHWEST CORNER OF AFOREMENTIONED ALANDALE PARK; THENCE N00°51'36"E, ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE WEST LINE OF SAID ALANDALE PARK, 301.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.613 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- BEARINGS ARE BASED ON THE EAST RIGHT OF WAY LINE OF NORTH ORLANDO AVENUE, (U.S. 17-92), ASSUMED AS SHOWN.
- ELEVATIONS ARE BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK D5 754A006, POSTED AS 93.698. NORTH AMERICAN VERTICAL DATUM OF 1988.
- THIS SURVEY WAS PREPARED FOR THE BENEFIT AND EXCLUSIVE USE OF THE PARTIES LISTED. USE BY OTHERS IS NOT PERMITTED WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE SIGNING SURVEYOR.
- THIS BOUNDARY SURVEY WAS PREPARED FOR USE IN A COMMERCIAL LAND TRANSACTION. NO OTHER USES ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE SIGNING SURVEYOR.
- SYMBOLS SHOWN HEREON ARE NOT DRAWN TO SCALE FOR CLARITY.
- ALL DIRECTIONS AND DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT NUMBER 2037-3282184, DATED MAY 18, 2015 AT 8:00 A.M.

TITLE COMMITMENT NOTES:

EXCEPTIONS 1 THROUGH 8 ARE NOT MATTERS OF SURVEYING.

EXCEPTION 9. MATTERS SHOWN ON THE PLAT OF ALANDALE PARK, P.B. N, PAGE 7, IF ANY, ARE SHOWN ON THE SURVEY.

EXCEPTION 10. FLORIDA POWER CORPORATION EASEMENT, O.R. 1588, PAGE 1019 IS DEPICTED ON THE SURVEY.

EXCEPTION 11. UTILITY EASEMENT, O.R. 1641, PAGE 332 IS DEPICTED ON THE SURVEY.

EXCEPTION 12. UTILITY EASEMENT, O.R. 2560, PAGE 1074 IS DEPICTED ON THE SURVEY.

EXCEPTION 13. UTILITY EASEMENT, O.R. 578, PAGE 77 IS DEPICTED ON THE SURVEY.

EXCEPTION 14. MATTERS SHOWN ON THE PLAT OF HAVILAH PARK, P.B. O, PAGE 144, IF ANY, ARE SHOWN ON THE SURVEY.

EXCEPTION 15. FLORIDA POWER CORPORATION EASEMENT, O.R. 2409, PAGE 144 IS DEPICTED ON THE SURVEY. IRREVOCABLE ASSIGNMENT OF EASEMENT RIGHTS, O.R. 8045, PAGE 4770 IS NOT A MATTER OF SURVEYING.

EXCEPTION 16. NOTICE, O.R. 5940, PAGE 897 IS NOT A MATTER OF SURVEYING.

EXCEPTIONS 17 & 18. UTILITY EASEMENT, O.R. 10891, PAGE 2717. THE VACATED PORTIONS OF GALLOWAY DRIVE AND FRIENDS ARE RETAINED AS UTILITY EASEMENTS AND ARE SHOWN ON THE SURVEY.

EXCEPTION 19. DEVELOPERS AGREEMENT, O.R. 10891, PAGE 2720 IS NOT A MATTER OF SURVEYING.

EXCEPTION 20. AGREEMENT, O.R. 10908, PAGE 1948 IS NOT A MATTER OF SURVEYING.

EXCEPTION 21. IS NOT A MATTER OF SURVEYING.

PREPARED FOR THE BENEFIT AND EXCLUSIVE USE OF:

UP FIELDGATE US INVESTMENTS-WINTER PARK, LLC

FIRST AMERICAN TITLE INSURANCE COMPANY

JOHNSON REAL ESTATE LAW, P.A.

CNLBANK, ITS SUCCESSORS AND ASSIGNS, AS THEIR

INTERESTS MAY APPEAR

AND NONE OTHER.

NOTICE: SUCCESSORS AND/OR ASSIGNS OF CNLBANK MAY RELY ON THIS SURVEY ONLY FOR THE TRANSACTION UNDER THE FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT NUMBER 2037-3282184, EFFECTIVE DATE, MAY 18, 2015 AT 8:00 A.M. NO OTHER USES ARE PERMITTED.

BOUNDARY SURVEY

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

SCALE: 1"= 60'

ISSUE DATE: 5-27-15

SURVEY DATE: 2-20-15

TECHNICIAN: MDC

PROJECT NO. 14-36

FIELD BOOK No. 30

SHEET No. 1 OF 1

Michael D. Cummins

SURVEYOR & MAPPER IN RESPONSIBLE CHARGE #LS 5592
MICHAEL D. CUMMINS, JR.

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

EXHIBIT B

LEGAL DESCRIPTION OF THE SCHOOL BOARD PROPERTY

SKETCH AND DESCRIPTION

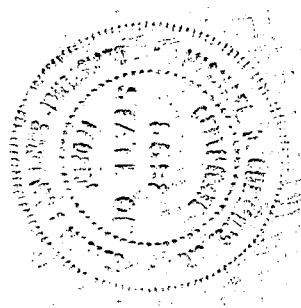
A PORTION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA. ALSO BEING A PORTION OF BLOCK "B" HOLDEN BROTHERS' ADDITION TO WINTER PARK AS RECORDED IN PLAT BOOK A, PAGE 61 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

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 VAILD WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Michael D. Cummins, Jr.

PREPARED FOR:

UP FIELDGATE

**CUMMINS SURVEYING
AND MAPPING, INC.**

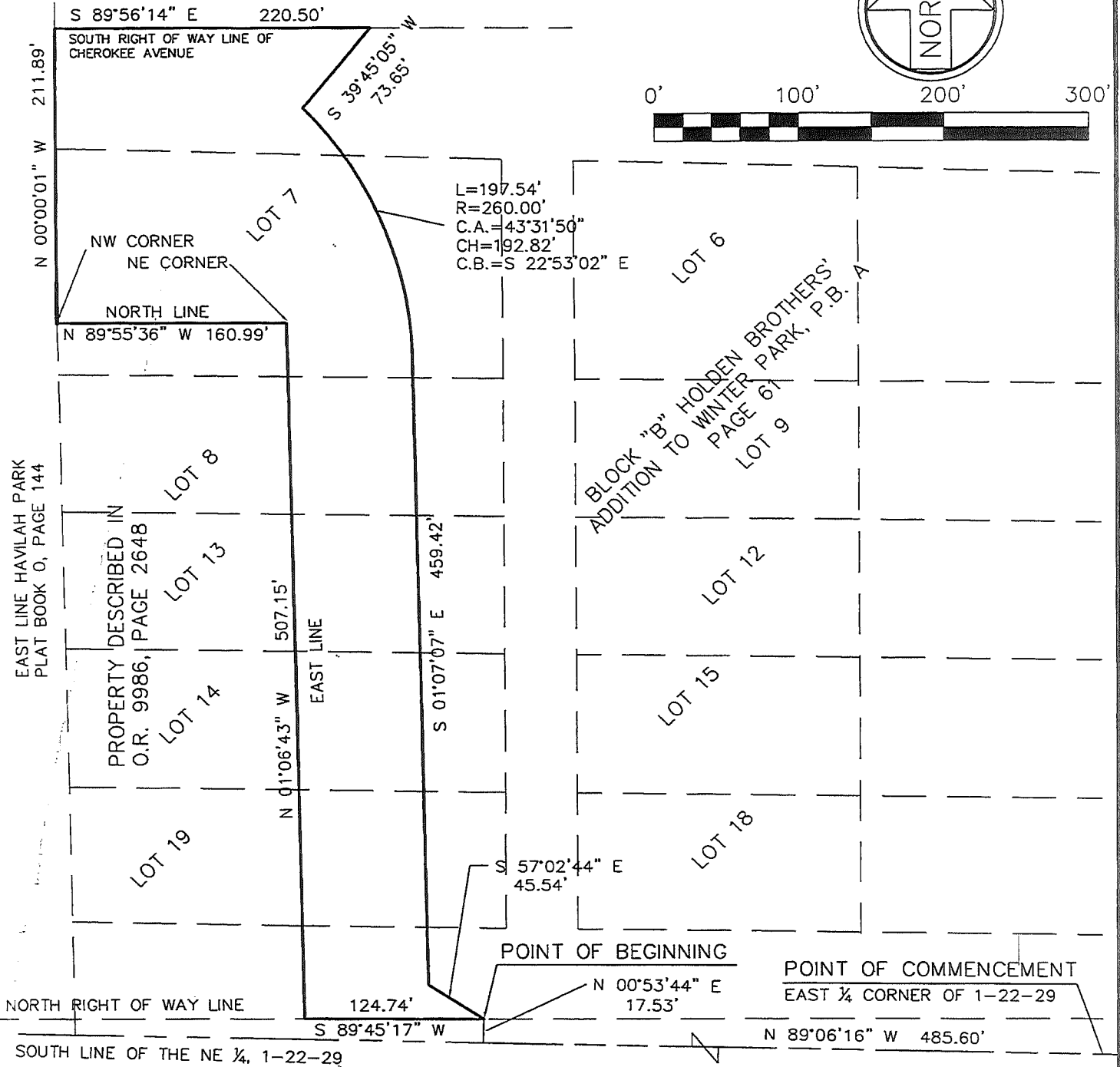
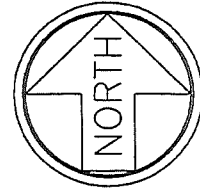
2758 Susanday Drive
Orlando, Florida 32812
(407) 894-4254

e-mail: mc5592@bellsouth.net
Certificate of Authorization LB 6983

MICHAEL D. CUMMINS, JR.
FLORIDA LICENSE NUMBER LS5592
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

	TECHNICIAN: MDC
ISSUE DATE: 5-21-15	PROJECT NO. 14-36
	SCHOOL WITH POND
	SHEET No. 1 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'

TECHNICIAN: MDC

ISSUE DATE: 5-21-15

PROJECT NO. 14-36

SCHOOL WITH POND

SHEET No. 2 OF 2

EXHIBIT C

SUMMARY OF CONSTRUCTIONS COSTS, FEES AND CREDITS

EXHIBIT “C”

Parts	Units	Quantity	Unit Cost	Cost
Off-Site Piping				
16-in PVC	LF	960	\$60.27	\$57,859.20
12-in PVC	LF	960	\$27.50	\$26,400.00
			Add'l	\$31,459.20
Fittings				
16-in	LS	1	\$18,630.00	\$18,630.00
12-in	LS	1	\$9,085.00	\$9,085.00
			Add'l	\$9,545.00
Valves				
16-in	Ea	3	\$8,200.00	\$24,600.00
12-in	Ea	3	\$3,854.00	\$11,562.00
			Add'l	\$13,038.00
		Total Add'l Cost Off-Site		\$54,042.20
On-Site Piping				
16-in PVC	LF	1044	\$45.30	\$47,293.20
12-in PVC	LF	1044	\$27.50	\$28,710.00
			Add'l	\$18,583.20
Fittings				
16-in	LS	1	\$11,845.00	\$11,845.00
12-in	LS	1	\$6,325.00	\$6,325.00
			Add'l	\$5,520.00
Valves				
16-in	Ea	3	\$8,200.00	\$24,600.00
12-in	Ea	3	\$3,854.00	\$11,562.00
			Add'l	\$13,038.00
		Total Add'l Cost On-Site		\$37,141.20
Watermain Design, Permitting & Filing Fees				
Plans and Specs	LS	1	\$21,000.00	\$21,000.00
FDEP Fee	LS	1	\$650.00	\$650.00
			Sub-Total	\$21,650.00
			Add'l Cost at 30%	\$6,495.00
Water Impact Fees & Credits				
Whole Foods			(Per Utility Dept.)	\$19,965.00
PNC Bank			(Per Utility Dept.)	\$2,750.00
Retail A		(0.1gpd/sf 36,000sf \$3.143/gal)		\$11,503.00
Retail B & C		(250 Restaurant Seats 30g/seat \$3.143)		\$23,572.00
			Sub-total	\$57,790.00
Historic Use Credit			(Per Utility Dept.)	\$12,408.00
			Sub-total	\$45,382.00
Owner Impact Fee Rebate - 30%				\$13,614.60
Summary For Watermain Construction Agreement				
Additional Construction Cost				\$91,183.40
Additional Design/Permitting/Filing Fee Cost				\$6,495.00
Water Impact Fee Rebate				\$13,614.60
Total Owner In-Kind Contribution				\$111,293.00

EXHIBIT D

FORM BILL OF SALE

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **UP FIELDGATE US INVESTMENTS – WINTER PARK, LLC**, a Florida limited liability company, hereinafter called “Owner”, party of the first part, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations, to it paid by the **CITY OF WINTER PARK, FLORIDA**, a Florida municipal corporation, party of the second part, the receipt whereof is hereby acknowledged, has conveyed, sold, bargained, granted, assigned, remised, released and quit-claimed unto the party of the second part, its successors and assigns, all pipelines, pipes, tees, bends, manholes, hydrants, valves and all other equipment and appurtenances used or useful for and/or in connection with the watermains, sanitary sewerage gravity mains, including sewer service laterals up to the boundary of the Right of Way and water lines installed within City of Winter Park Right of Way or Utility Easement and connections up to and including the individual water meters constructed and installed by Owner, its agents and employees or constructed and installed pursuant to contracts with or for the benefit of Owner, in the following described property in Orange County, Florida to-wit:

Project Name: _____ **(Permit #** _____ **)**
[PLEASE INCLUDE ADDRESS AND LEGAL DESCRIPTION OF
PROPERTY]

TOGETHER with all of the rights of the party of the first part arising out of any and all guarantees, performance bonds, contracts, and agreements of the party of the first part in connection with said property.

TOGETHER with every right, privilege, permit and easement of every kind and nature of the party of the first part, in and to and in connection with the above described property.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

AND the said party of the first part does for itself and its successors warrant and covenant, to and with the said party of the second part, its successors and assigns, that it is the lawful owner of the above described property and that it may and does hereby lawfully convey good title to said property to said party of the second part.

THE party of the first part represents that any and all facilities or systems located in, or upon, or within the conveyed property are free from all patent design, construction or other defects. The party of the first part hereby represents to the party of the second part that it has no knowledge of any latent defects. The party of the first part hereby assigns, transfers, and conveys to the party of the second part any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to, any and all warranties,

claims, and other forms of indemnification.

FURTHER, the party of the first part accepts responsibility over and agrees to indemnify and hold the party of the second part harmless from and against any and all damages, liabilities, costs, and matters relating to patent defects in any way relating to or arising from this conveyance.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name this _____ day of _____, 2015.

Signed, Sealed and Delivered
in the presence of:

By: _____

(print name)

(print name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ (check one) ☐ who is personally known to me or who produced _____ as identification.

Print name: _____

NOTARY PUBLIC

My Commission Expires:

EXHIBIT D

FORM UTILITY EASEMENT

Prepared by:
Thu Pham, Esq.
Greenspoon Marder Law
Capital Plaza I
201 East Pine Street, Suite 500
Orlando, Florida 32801

Return to:
City Clerk
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

Parcel Id: _____

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT is made and entered into this _____ day of _____, 2015, by and between **UP FIELDGATE US INVESTMENTS – WINTER PARK, LLC**, a Florida limited liability company whose address is 3201 East Colonial Drive, Orlando, Florida 32803 (“Grantor”), and the **CITY OF WINTER PARK**, (“Grantee”), whose address is 401 Park Avenue South, Winter Park, FL 32789.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain real property located in Winter Park, Orange County, Florida, more particularly described as set forth on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, Grantor desires to grant and convey unto Grantee a non-exclusive public utility easement to, over, under, upon, across and through that certain portion of the Property which is described on Exhibit “B,” and shown on the sketch attached hereto (hereinafter shown and referred to as the “Easement Area”), for the construction, installation, operation, maintenance and repair by Grantee, or its employees, agents or designees, of public utility lines, mains, pipes, pumps, valves, wires, structures, electrical controls, cables and similar appurtenances (hereinafter referred to as the “Utilities”); and

WHEREAS, Grantor warrants that he has full authority to grant this easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Grant of Easement by Grantor. Grantor does hereby create, grant, convey and declare to exist a non-exclusive Easement to, over, under, upon, across and through the Easement Area for the purpose of construction, installation, operation, maintenance and repair of the Utilities, provided that all such Utilities shall be installed underground.
3. Incidental Rights. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purposes, including, specifically, the right of entry for purposes of construction, installation, operation, maintenance and repair of any Utilities located within the Easement Area.
4. Construction and Maintenance. Grantee shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Easement Area. The Grantee shall also, at Grantee's cost and expense, restore the Property and Easement Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, revegetation, resodding, repaving, or removal of debris or dirt caused by or resulting from such activities.
5. Use. Use of the Easement Area and entry upon the Property will at all times conform to and comply with the terms of this Easement and all applicable governmental regulations now in existence or hereafter created.
6. Duration. The Easement hereby granted and conveyed to, over, under, upon, across, and through the Easement Area shall be perpetual in duration.
7. Warranty of Title. Grantor hereby warrants that: (i) Grantor owns the fee simple title to the Property, (ii) Grantor has good right and lawful authority to convey the Easement granted herein, and (iii) the Property is not encumbered by any mortgages or other matters which would prohibit the use of the Easement Area for the purposes contemplated herein.
8. Litigation and Attorneys Fees. In the event it shall be necessary for Grantor or Grantee to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.
9. Governing Law. The Easement shall be governed by and construed in accordance with the laws of the State of Florida.

10. Recordation. The original of this agreement shall be recorded in the Public Records of Orange County, Florida, at the expense of the Grantee.

11. Binding Covenant. The covenant and rights set forth in this Agreement shall run with the title to the lands described in Exhibit "A" and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interest to the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Utility Easement to be executed in manner and form sufficient to bind them as of the date and year first above written.

WITNESSES:

GRANTOR

By: _____

Print name: _____

(print)

Title: _____

(print)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ the _____
(check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Notary Public – State of Florida

Print Name: _____

My Commission expires: _____

WITNESSES:

(print)

(print)

GRANTEE

CITY OF WINTER PARK

By: _____
Steve Leary, Mayor

ATTEST:

Cynthia S. Bonham, City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ of the City of Winter Park, Florida, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires: _____



city commission agenda item

Item type	Action Item Requiring Discussion	meeting date	September 28, 2015		
prepared by	City Manager	approved by	<input checked="" type="checkbox"/>	City Manager	
department			<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

City Attorney contract

motion | recommendation

Authorize Mayor to execute a contract with the number one ranked firm Fishback Dominick for City Attorney services.

background

At the September 14, 2015 meeting the Commissioner directed staff to reopen negotiations to include the availability of more hours in the contract. Attached is a new option which offers three 40-hour blocks of discounted attorney time. The first 40-hour block of attorney time would be charged at \$180 per hour. The second 40-hour block at \$195 per hour. The third 40-hour block would be Partners/Board Certified Attorneys at \$215 per hour and Associates at \$195 per hour. Any attorney hours above 120 and hours charged by paralegals, law clerks and legal assistants and would be charged at the standard rates as outlined in Section 3B. The ratio of hours charged by Partners/Board Certified Attorneys versus Associates for the month would be used in each of the 40-hour blocks.

The result of the above would equal a monthly 120-hour retainer between \$22,800 and \$23,600 depending on the mix of attorneys. This new option is attached at New Option. The previous two options from the September 14th meeting at also attached and are still referenced at Option 1 and 2. The summaries of Options 1 and 2 are as follows:

Option 1 is directly from their proposal. It is a monthly retainer of \$5,500 which covers the first 30 hours each month with hours above 30 billed at their hourly rates delineated in Section 3B.

Option 2 is a monthly retainer of \$15,500 which covers the first 80 hours each month with hours above 80 billed at their hourly rates delineated in Section 3B. Based upon the City's history in using attorney services staff recommends this option.

The effective date of the contract would be October 1st.

Staff further suggest that we review how the new contract is working after 6 months and if a different arrangement is needed we can negotiate such at that time.

alternatives | other considerations

The Commission has the option of re-ranking the respondents or suggesting a different retainer model.

fiscal impact

City Attorney services are currently budgeted at \$25,000 per month which covers all hours except litigation and bond work.

New Option

RETAINER AGREEMENT FOR LEGAL SERVICES

THIS RETAINER AGREEMENT FOR LEGAL SERVICES (this "Agreement") made and entered into this 14th day of September 2015, by and between FISHBACK, DOMINICK, BENNETT, ARDAMAN, AHLERS, LANGLEY & GELLER LLP a/k/a Fishback Dominick, whose address is 1947 Lee Road, Winter Park, Florida 32789-1834, (hereinafter referred to as the "Firm"), and the CITY OF WINTER PARK, a municipal corporation of the State of Florida, whose address is 401 Park Avenue South, Winter Park, Florida (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the Firm desires to provide legal services to the City and the City desires to receive such services; and

WHEREAS, this Agreement is entered into in accordance with a competitive request for proposal process; and

WHEREAS, the City is authorized under the City of Winter Park Charter, Florida Constitution and the laws of the State of Florida to enter into this Agreement and to perform all of its obligations hereunder.

NOW THEREFORE, in consideration of the agreement and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. ENGAGEMENT OF FIRM. Effective on October 1, 2015, the City engages the Firm and the Firm agrees to perform the legal services for the City as set forth herein. A. Kurt Ardaman, Daniel W. Langley and Richard S. Geller of the Firm shall serve as the primary attorneys to provide legal services under this Agreement. A. Kurt Ardaman of the Firm is hereby appointed and shall serve in the capacity of City Attorney to the City of Winter Park in accordance with the City Charter and the Code of Ordinances of the City. Mr. Ardaman will be the primary attorney for the Firm attending City Commission meetings. Daniel W. Langley shall serve in the capacity of Deputy City Attorney for the City of Winter Park and may attend City Commission meetings in the absence of Mr. Ardaman. Further, Daniel W. Langley will be the primary attorney for the Firm attending Planning and Zoning Board and Board of Zoning Adjustment meetings. In the event of Mr. Ardaman's and Mr. Langley's temporary absence due to scheduling conflicts, vacation or sickness, one of the Firm's experienced municipal lawyers will attend such meeting(s). Mr. Geller will be the principal attorney for litigation matters and Christopher R. Conley will be the primary attorney for the Code Enforcement Board. The other attorneys of the Firm will also provide legal services to the City as the need arises and shall serve as assistant city attorneys.

2. SCOPE OF SERVICES.

A. The City of Winter Park, acting by and through its City Commission as a collegial body, is the Firm's client, and the Firm shall take direction from the City Commission and, on a

day to day basis, from the City Manager. The Firm shall provide professional advice, counsel, representation, and legal services, as may be assigned and as necessary to protect the City's interests, including, but limited to: (i) attending all regular and special meetings of City Commission unless excused by the City Commission or City Manager; (ii) attending all regularly scheduled Planning and Zoning Board and Code Enforcement Board meetings unless excused by the City Commission or City Manager and, upon request, attend any other City board, commission or committee meetings; (iii) as requested by the City Manager, provide a Firm attorney for up to four (4) hours per week of office time and staff meetings at City Hall at a mutually agreeable date and time in a space designated by the City Manager; (iv) be available as needed or requested by the Commission, City Manager, individual Commissioners and staff to review, research and provide advice and counsel with regarding to questions of law, development applications, contracts, ordinances, actions/inactions, legislation and other matters needed or required by the City; (v) represent the City in proceedings before all federal and state courts and administrative proceedings in the State of Florida; (vi) act as an intermediary and legal advisor for the City when special counsel or insurance defense counsel is appointed to represent the City in any legal proceeding; (vii) real estate transactions; and (viii) draft ordinances, resolutions, contracts, development agreements, interlocal agreements, and other agreements.

B. In compliance with Section 112.313(16)(c), Florida Statutes, Mr. Ardaman and the Firm may recommend, refer or assign legal work for the City to attorneys, law clerks and paralegals within the Firm and to "of-counsel" attorneys associated with the Firm.

C. It is acknowledged that the City may elect to assign certain legal services to outside legal counsel not associated with the Firm in certain matters, for example where the City's insurer will provide legal counsel for the City, retirement and pension benefits matters, union and employment law matters and bond counsel services. The Firm shall not be responsible for matters the City assigns to legal counsel/attorneys outside of the Firm. As the Firm deems appropriate and in specialized matters, the Firm may recommend to the City that special legal counsel be used for defined purposes. If recommended by the Firm, the City Manager may approve use of special counsel for an expenditure of legal fees payable to the special legal counsel not to exceed the City Manager's spending authority under the ordinances and rules of the City. All other requests to utilize special counsel shall be subject to prior approval of the City Commission.

3. COMPENSATION. Compensation to the Firm for work performed for the City is as follows:

A. There shall not be any minimum monthly retainer amount and there shall be reduced rates for up to one hundred twenty (120) attorney hours for all matters excluding the matters set forth in Sections 3.C and 3.H, inclusive, as follows:

i. The first forty (40) hours per calendar month shall be at the rate of \$180.00 per hour for attorneys, including Partners, Board Certified Attorneys and Associates.

- ii. The next forty (40) hours per calendar month shall be at the rate of \$195.00 per hour for attorneys, including Partners, Board Certified Attorneys and Associates.
- iii. The next forty (40) hours per calendar month shall be at the rate of \$195.00 per hour for Associates and \$215.00 per hour for Partners and Board Certified Attorneys.
- iv. Attorney hours in excess of one hundred twenty (120) hours per calendar month shall be at the rates set forth in Section 3.B.
- v. No paralegal, law clerk or legal assistant time will count toward attorney time.

The attorney hours at the rates under Section 3.A. iii and iv, respectively, shall be prorated between Associate hours and Partner/Board Certified Attorney hours based on the total attorney hours for that month.

B. For attorney time exceeding one hundred twenty (120) hours per calendar month and for all law clerk and paralegal time, the following hourly rates (in increments of one-tenth of an hour) shall apply:

Partners and Board Certified Attorneys	\$225.00 per hour
Associates (non-Board Certified)	\$200.00 per hour
Paralegals & Law Clerks	\$110.00 per hour
Legal Assistants	\$80.00 per hour

C. Litigation services including administrative, arbitration, and court and appellate proceedings, shall be at the same rates as provided in subsection 3.B. above.

D. With regard to cost reimbursement, the City agrees to reimburse the Firm for its out-of-pocket costs, including court filing fees, court reporter's fees, long distance telephone calls, facsimile charges, electronic research (e.g. Lexis-Nexis and Westlaw), real estate closing costs, express delivery charges, postage, printing, costs of reproducing documents (in firm copies billed at \$0.20 per copy), and necessary travel expenses at IRS standard mileage rates (not to include mileage back and forth to City Hall or the Orange County Courthouse) and other similar expenses.

F. The rendering of title commitments and issuance of title insurance policies incident to the purchase or sale of real estate by City will be in accordance with applicable promulgated rates for such insurance plus cost of title search. The Firm shall serve as title agent on all transactions involving the City's purchase or sale of real property, unless otherwise directed by the City Commission.

G. For professional services involving municipal finance (e.g. general obligation bonds, revenue bonds, or other types of bond issuance), Firm shall be paid a lump sum fee for such services to compensate the Firm for the time incurred in reviewing and revising of financing and bond documents and the drafting of an legal opinion letter and for the potential risks associated with the issuance of an opinion letter relating to the legality of the City's

issuance of bonds. Fees for this type of legal work shall be negotiated in good faith between the Firm and City Manager.

H. For legal services provided by the Firm in which third parties reimburse the City (such as development review pass through matters reimbursed by applicants/developers and prevailing party attorneys' fee awards), the Firm's hourly rates will be one-third higher than the hourly rates provided to the City under Paragraph 3. B. of this Agreement (rounded up to the nearest five dollar increment), subject to rate adjustments as may be mutually approved by the Firm and City Manager.

4. INVOICES. Invoices for professional services will be rendered by the Firm to the City on a monthly basis. City agrees to pay invoices submitted by the Firm within twenty (20) days of the date of such invoice. Invoices shall denote what attorney or other person who conducted the work, a brief explanation of the type of work performed, the date on which the work was performed, and the amount of time expended in performing the work. Invoices shall also show the cost reimbursements being sought by the Firm.

5. TERMINATION. This Agreement is a continuing services agreement with no specific termination date. The Firm understands that it serves at the pleasure of the City Commission of the City of Winter Park and that the City is not obligated to utilize the services for any specific time period. The City Commission may terminate this Agreement at any time in accordance with the City Charter, without penalty. The Firm may terminate this Agreement and its representation of the City at any time without penalty. Upon termination of legal services, the City shall remain obligated to pay the Firm for previous services rendered and any services rendered during the transition to the City's new legal counsel.

6. NOTICES. All notices, demands or other writing made under this Agreement are to be given, or made or sent, or which may be given or made or sent, by either party through this Agreement to the other, shall be deemed to have been given, made or sent when made in writing and deposited in the United States mail, certified, return receipt requested and postage prepaid and addressed as follows:

TO Firm:

City Attorney
Attn: A. Kurt Ardaman
Fishback, Dominick, Bennett, Ardaman
Ahlers, Langley & Geller LLP
1947 Lee Road
Winter Park, Florida 32789-1834
With copy by email to ardaman@fishbacklaw.com

TO City:

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

With copy by email to
rknight@cityofwinterpark.org

The address to which any notice, demand or other writing may be given, or made, or sent, as above provided, may be changed by written notice given by such party as above provided.

7. LIABILITY. During the term of this Agreement, the Firm shall maintain a professional liability insurance policy with a minimum of five million dollars in liability coverage. The City acknowledges and understands that there are no assurances or guarantees, either expressed or implied, with respect to the outcome of any particular issue or matter handled by the Firm. The City agrees that the services provided by the Firm under this Agreement are performed as an officer of the City and therefore, the City hereby extends protections afforded by Section 111.07, Florida Statutes to the Firm and each of its partners, attorneys, law clerks and paralegals and the City shall defend the same accordingly.

8. LAWS. The parties acknowledge that this Agreement is governed by the laws of the State of Florida and is binding upon the parties' successors and assigns.

9. ENTIRE AGREEMENT. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms herein, and also as a complete and exclusive statement of such terms. There are no other provisions, terms, conditions or obligations. Provided however, the terms of this Agreement may be subsequently modified in writing upon the mutual consent of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and entered into the day and year first written above.

FIRM:

CITY OF WINTER PARK

Fishback, Dominick, Bennett, Ardaman,
Ahlers, Langley & Geller LLP

Steve Leary, Mayor

A. Kurt Ardaman, Partner
For the Firm

ATTEST:

Cindy Bonham, City Clerk

Option 1

RETAINER AGREEMENT FOR LEGAL SERVICES

THIS RETAINER AGREEMENT FOR LEGAL SERVICES (this "Agreement") made and entered into this 14th day of September 2015, by and between FISHBACK, DOMINICK, BENNETT, ARDAMAN, AHLERS, LANGLEY & GELLER LLP a/k/a Fishback Dominick, whose address is 1947 Lee Road, Winter Park, Florida 32789-1834, (hereinafter referred to as the "Firm"), and the CITY OF WINTER PARK, a municipal corporation of the State of Florida, whose address is 401 Park Avenue South, Winter Park, Florida (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the Firm desires to provide legal services to the City and the City desires to receive such services; and

WHEREAS, this Agreement is entered into in accordance with a competitive request for proposal process; and

WHEREAS, the City is authorized under the City of Winter Park Charter, Florida Constitution and the laws of the State of Florida to enter into this Agreement and to perform all of its obligations hereunder.

NOW THEREFORE, in consideration of the agreement and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. ENGAGEMENT OF FIRM. Effective on October 1, 2015, the City engages the Firm and the Firm agrees to perform the legal services for the City as set forth herein. A. Kurt Ardaman, Daniel W. Langley and Richard S. Geller of the Firm shall serve as the primary attorneys to provide legal services under this Agreement. A. Kurt Ardaman of the Firm is hereby appointed and shall serve in the capacity of City Attorney to the City of Winter Park in accordance with the City Charter and the Code of Ordinances of the City. Mr. Ardaman will be the primary attorney for the Firm attending City Commission meetings. Daniel W. Langley shall serve in the capacity of Deputy City Attorney for the City of Winter Park and may attend City Commission meetings in the absence of Mr. Ardaman. Further, Daniel W. Langley will be the primary attorney for the Firm attending Planning and Zoning Board and Board of Zoning Adjustment meetings. In the event of Mr. Ardaman's and Mr. Langley's temporary absence due to scheduling conflicts, vacation or sickness, one of the Firm's experienced municipal lawyers will attend such meeting(s). Mr. Geller will be the principal attorney for litigation matters and Christopher R. Conley will be the primary attorney for the Code Enforcement Board. The other attorneys of the Firm will also provide legal services to the City as the need arises and shall serve as assistant city attorneys.

2. SCOPE OF SERVICES.

A. The City of Winter Park, acting by and through its City Commission as a collegial body, is the Firm's client, and the Firm shall take direction from the City Commission and, on a

day to day basis, from the City Manager. The Firm shall provide professional advice, counsel, representation, and legal services, as may be assigned and as necessary to protect the City's interests, including, but limited to: (i) attending all regular and special meetings of City Commission unless excused by the City Commission or City Manager; (ii) attending all regularly scheduled Planning and Zoning Board and Code Enforcement Board meetings unless excused by the City Commission or City Manager and, upon request, attend any other City board, commission or committee meetings; (iii) as requested by the City Manager, provide a Firm attorney for up to four (4) hours per week of office time and staff meetings at City Hall at a mutually agreeable date and time in a space designated by the City Manager; (iv) be available as needed or requested by the Commission, City Manager, individual Commissioners and staff to review, research and provide advice and counsel with regarding to questions of law, development applications, contracts, ordinances, actions/inactions, legislation and other matters needed or required by the City; (v) represent the City in proceedings before all federal and state courts and administrative proceedings in the State of Florida; (vi) act as an intermediary and legal advisor for the City when special counsel or insurance defense counsel is appointed to represent the City in any legal proceeding; (vii) real estate transactions; and (viii) draft ordinances, resolutions, contracts, development agreements, interlocal agreements, and other agreements.

B. In compliance with Section 112.313(16)(c), Florida Statutes, Mr. Ardaman and the Firm may recommend, refer or assign legal work for the City to attorneys, law clerks and paralegals within the Firm and to "of-counsel" attorneys associated with the Firm.

C. It is acknowledged that the City may elect to assign certain legal services to outside legal counsel not associated with the Firm in certain matters, for example where the City's insurer will provide legal counsel for the City, retirement and pension benefits matters, union and employment law matters and bond counsel services. The Firm shall not be responsible for matters the City assigns to legal counsel/attorneys outside of the Firm. As the Firm deems appropriate and in specialized matters, the Firm may recommend to the City that special legal counsel be used for defined purposes. If recommended by the Firm, the City Manager may approve use of special counsel for an expenditure of legal fees payable to the special legal counsel not to exceed the City Manager's spending authority under the ordinances and rules of the City. All other requests to utilize special counsel shall be subject to prior approval of the City Commission.

3. COMPENSATION. Compensation to the Firm from the City will consist of a monthly retainer, an hourly rate for services, reimbursement of costs as incurred and other compensation as follows:

A. Retainer Services. A retainer in the amount of \$5,500.00 per month will be paid by the City to the Firm. The monthly retainer amount covers the Firm's legal services to the City for up to the first thirty (30) hours of work per month, excluding billable costs. The retainer amount excludes the Firm's fees and costs covered by paragraphs 3. C. through 3. H., inclusive.

B. General Services. All matters and services that are not covered by the monthly retainer shall be billed on an hourly basis (in increments of one-tenth of an hour) at the following rates:

Partners and Board Certified Attorneys	\$225.00 per hour
Associates (non-Board Certified)	\$200.00 per hour
Paralegals & Law Clerks	\$110.00 per hour
Legal Assistants	\$80.00 per hour

C. Litigation Services. Litigation services including administrative, arbitration, and court and appellate proceedings, shall be at the same rates as provided in subsection 3.B. above.

D. With regard to cost reimbursement, the City agrees to reimburse the Firm for its out-of-pocket costs, including court filing fees, court reporter's fees, long distance telephone calls, facsimile charges, electronic research (e.g. Lexis-Nexis and Westlaw), real estate closing costs, express delivery charges, postage, printing, costs of reproducing documents (in firm copies billed at \$0.20 per copy), and necessary travel expenses at IRS standard mileage rates (not to include mileage back and forth to City Hall or the Orange County Courthouse) and other similar expenses.

F. The rendering of title commitments and issuance of title insurance policies incident to the purchase or sale of real estate by City will be in accordance with applicable promulgated rates for such insurance plus cost of title search. The Firm shall serve as title agent on all transactions involving the City's purchase or sale of real property, unless otherwise directed by the City Commission.

G. For professional services involving municipal finance (e.g. general obligation bonds, revenue bonds, or other types of bond issuance), Firm shall be paid a lump sum fee for such services to compensate the Firm for the time incurred in reviewing and revising of financing and bond documents and the drafting of an legal opinion letter and for the potential risks associated with the issuance of an opinion letter relating to the legality of the City's issuance of bond. Fees for this type of legal work shall be negotiated in good faith between the Firm and City Manager.

H. For legal services provided by the Firm in which third parties reimburse the City (such as development review pass through matters reimbursed by applicants/developers and prevailing party attorneys' fee awards), the Firm's hourly rates will be one-third higher than the hourly rates provided to the City under Paragraph 3. B. of this Agreement (rounded up to the nearest five dollar increment), subject to rate adjustments as may be mutually approved by the Firm and City Manager.

4. INVOICES. Invoices for professional services will be rendered by the Firm to the City on a monthly basis. City agrees to pay invoices submitted by the Firm within twenty (20) days of the date of such invoice. Invoices shall denote what attorney or other person who conducted the work, a brief explanation of the type of work performed, the date on which the

work was performed, and the amount of time expended in performing the work. Invoices shall also show the cost reimbursements being sought by the Firm.

5. TERMINATION. This Agreement is a continuing services agreement with no specific termination date. The Firm understands that it serves at the pleasure of the City Commission of the City of Winter Park and that the City is not obligated to utilize the services for any specific time period. The City Commission may terminate this Agreement at any time in accordance with the City Charter, without penalty. The Firm may terminate this Agreement and its representation of the City at any time without penalty. Upon termination of legal services, the City shall remain obligated to pay the Firm for previous services rendered and any services rendered during the transition to the City's new legal counsel.

6. NOTICES. All notices, demands or other writing made under this Agreement are to be given, or made or sent, or which may be given or made or sent, by either party through this Agreement to the other, shall be deemed to have been given, made or sent when made in writing and deposited in the United States mail, certified, return receipt requested and postage prepaid and addressed as follows:

TO Firm: City Attorney
Attn: A. Kurt Ardaman
Fishback, Dominick, Bennett, Ardaman
Ahlers, Langley & Geller LLP
1947 Lee Road
Winter Park, Florida 32789-1834
With copy by email to ardaman@fishbacklaw.com

TO City: City Manager
Attn: Randy Knight
City of Winter Park
401 Park Avenue South
Winter Park, Florida 32789
With copy by email to
rknight@cityofwinterpark.org

The address to which any notice, demand or other writing may be given, or made, or sent, as above provided, may be changed by written notice given by such party as above provided.

7. LIABILITY. During the term of this Agreement, the Firm shall maintain a professional liability insurance policy with a minimum of five million dollars in liability coverage. The City acknowledges and understands that there are no assurances or guarantees, either expressed or implied, with respect to the outcome of any particular issue or matter handled by the Firm. The City agrees that the services provided by the Firm under this Agreement are performed as an officer of the City and therefore, the City hereby extends protections afforded by Section 111.07, Florida Statutes to the Firm and each of its partners, attorneys, law clerks and paralegals and the City shall defend the same accordingly.

8. LAWS. The parties acknowledge that this Agreement is governed by the laws of the State of Florida and is binding upon the parties' successors and assigns.

9. ENTIRE AGREEMENT. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms herein, and also as a complete and exclusive statement of such terms. There are no other provisions, terms, conditions or obligations. Provided however, the terms of this Agreement may be subsequently modified in writing upon the mutual consent of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and entered into the day and year first written above.

FIRM:

CITY OF WINTER PARK

Fishback, Dominick, Bennett, Ardaman,
Ahlers, Langley & Geller LLP

Steve Leary, Mayor

A. Kurt Ardaman, Partner
For the Firm

ATTEST:

Cindy Bonham, City Clerk

Option 2

RETAINER AGREEMENT FOR LEGAL SERVICES

THIS RETAINER AGREEMENT FOR LEGAL SERVICES (this "Agreement") made and entered into this 14th day of September 2015, by and between FISHBACK, DOMINICK, BENNETT, ARDAMAN, AHLERS, LANGLEY & GELLER LLP a/k/a Fishback Dominick, whose address is 1947 Lee Road, Winter Park, Florida 32789-1834, (hereinafter referred to as the "Firm"), and the CITY OF WINTER PARK, a municipal corporation of the State of Florida, whose address is 401 Park Avenue South, Winter Park, Florida (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the Firm desires to provide legal services to the City and the City desires to receive such services; and

WHEREAS, this Agreement is entered into in accordance with a competitive request for proposal process; and

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NOW THEREFORE, in consideration of the agreement and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. ENGAGEMENT OF FIRM. Effective on October 1, 2015, the City engages the Firm and the Firm agrees to perform the legal services for the City as set forth herein. A. Kurt Ardaman, Daniel W. Langley and Richard S. Geller of the Firm shall serve as the primary attorneys to provide legal services under this Agreement. A. Kurt Ardaman of the Firm is hereby appointed and shall serve in the capacity of City Attorney to the City of Winter Park in accordance with the City Charter and the Code of Ordinances of the City. Mr. Ardaman will be the primary attorney for the Firm attending City Commission meetings. Daniel W. Langley shall serve in the capacity of Deputy City Attorney for the City of Winter Park and may attend City Commission meetings in the absence of Mr. Ardaman. Further, Daniel W. Langley will be the primary attorney for the Firm attending Planning and Zoning Board and Board of Zoning Adjustment meetings. In the event of Mr. Ardaman's and Mr. Langley's temporary absence due to scheduling conflicts, vacation or sickness, one of the Firm's experienced municipal lawyers will attend such meeting(s). Mr. Geller will be the principal attorney for litigation matters and Christopher R. Conley will be the primary attorney for the Code Enforcement Board. The other attorneys of the Firm will also provide legal services to the City as the need arises and shall serve as assistant city attorneys.

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A. The City of Winter Park, acting by and through its City Commission as a collegial body, is the Firm's client, and the Firm shall take direction from the City Commission and, on a

day to day basis, from the City Manager. The Firm shall provide professional advice, counsel, representation, and legal services, as may be assigned and as necessary to protect the City's interests, including, but limited to: (i) attending all regular and special meetings of City Commission unless excused by the City Commission or City Manager; (ii) attending all regularly scheduled Planning and Zoning Board and Code Enforcement Board meetings unless excused by the City Commission or City Manager and, upon request, attend any other City board, commission or committee meetings; (iii) as requested by the City Manager, provide a Firm attorney for up to four (4) hours per week of office time and staff meetings at City Hall at a mutually agreeable date and time in a space designated by the City Manager; (iv) be available as needed or requested by the Commission, City Manager, individual Commissioners and staff to review, research and provide advice and counsel with regarding to questions of law, development applications, contracts, ordinances, actions/inactions, legislation and other matters needed or required by the City; (v) represent the City in proceedings before all federal and state courts and administrative proceedings in the State of Florida; (vi) act as an intermediary and legal advisor for the City when special counsel or insurance defense counsel is appointed to represent the City in any legal proceeding; (vii) real estate transactions; and (viii) draft ordinances, resolutions, contracts, development agreements, interlocal agreements, and other agreements.

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3. COMPENSATION. Compensation to the Firm from the City will consist of a monthly retainer, an hourly rate for services, reimbursement of costs as incurred and other compensation as follows:

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B. General Services. All matters and services that are not covered by the monthly retainer shall be billed on an hourly basis (in increments of one-tenth of an hour) at the following rates:

Partners and Board Certified Attorneys	\$225.00 per hour
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C. Litigation Services. Litigation services including administrative, arbitration, and court and appellate proceedings, shall be at the same rates as provided in subsection 3.B. above.

D. With regard to cost reimbursement, the City agrees to reimburse the Firm for its out-of-pocket costs, including court filing fees, court reporter's fees, long distance telephone calls, facsimile charges, electronic research (e.g. Lexis-Nexis and Westlaw), real estate closing costs, express delivery charges, postage, printing, costs of reproducing documents (in firm copies billed at \$0.20 per copy), and necessary travel expenses at IRS standard mileage rates (not to include mileage back and forth to City Hall or the Orange County Courthouse) and other similar expenses.

F. The rendering of title commitments and issuance of title insurance policies incident to the purchase or sale of real estate by City will be in accordance with applicable promulgated rates for such insurance plus cost of title search. The Firm shall serve as title agent on all transactions involving the City's purchase or sale of real property, unless otherwise directed by the City Commission.

G. For professional services involving municipal finance (e.g. general obligation bonds, revenue bonds, or other types of bond issuance), Firm shall be paid a lump sum fee for such services to compensate the Firm for the time incurred in reviewing and revising of financing and bond documents and the drafting of an legal opinion letter and for the potential risks associated with the issuance of an opinion letter relating to the legality of the City's issuance of bond. Fees for this type of legal work shall be negotiated in good faith between the Firm and City Manager.

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TO Firm: City Attorney
Attn: A. Kurt Ardaman
Fishback, Dominick, Bennett, Ardaman
Ahlers, Langley & Geller LLP
1947 Lee Road
Winter Park, Florida 32789-1834
With copy by email to ardaman@fishbacklaw.com

TO City: City Manager
Attn: Randy Knight
City of Winter Park
401 Park Avenue South
Winter Park, Florida 32789
With copy by email to
rknight@cityofwinterpark.org

The address to which any notice, demand or other writing may be given, or made, or sent, as above provided, may be changed by written notice given by such party as above provided.

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8. LAWS. The parties acknowledge that this Agreement is governed by the laws of the State of Florida and is binding upon the parties' successors and assigns.

9. ENTIRE AGREEMENT. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms herein, and also as a complete and exclusive statement of such terms. There are no other provisions, terms, conditions or obligations. Provided however, the terms of this Agreement may be subsequently modified in writing upon the mutual consent of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and entered into the day and year first written above.

FIRM:

CITY OF WINTER PARK

Fishback, Dominick, Bennett, Ardaman,
Ahlers, Langley & Geller LLP

Steve Leary, Mayor

A. Kurt Ardaman, Partner
For the Firm

ATTEST:

Cindy Bonham, City Clerk



city commission **public hearing**

item type	Public Hearing	meeting date	September 28, 2015
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager
department	Planning Department		<input checked="" type="checkbox"/> City Attorney
division			<input type="checkbox"/> N/A
board approval	Planning & Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

Subject: Ordinances to Establish Commercial Future Land Use and C-3 Zoning on the Annexed Property at 1566 W. Fairbanks Avenue. SECOND READING OF ORDINANCES

On July 27th the City annexed the commercial property at 1566 W. Fairbanks Avenue pursuant to the property owner's voluntary annexation request. These Ordinances will establish a Commercial FLU designation on the Comprehensive Plan maps and Commercial (C-3) zoning on this property. The property now has the same Commercial FLU and C-3 zoning in Orange County, so there is no change.

Planning and Zoning Board Recommendation:

Motion made by Mr. Sacha, seconded by Mr. Slocum to amend the "Comprehensive Plan" Future Land Use Map so as to establish a Commercial Future Land Use designation to the annexed property at 1566 W. Fairbanks Avenue. Motion carried unanimously with a 7-0 vote.

Motion made by Mr. Sacha, seconded by Mr. Slocum to amend the official Zoning Map so as to establish Commercial (C-3) district zoning on the annexed property at 1566 W. Fairbanks Avenue. Motion carried unanimously with a 7-0 vote.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO ESTABLISH COMMERCIAL FUTURE LAND USE ON THE ANNEXED PROPERTY AT 1566 WEST FAIRBANKS AVENUE AND TO INDICATE THE ANNEXATION ON THE OTHER MAPS WITHIN THE COMPREHENSIVE PLAN, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the owner of the property more particularly described herein has voluntarily requested annexation into the City of Winter Park and in compliance with Chapter 171, Florida Statutes, said property has been annexed into the City of Winter Park, and

WHEREAS, the City Commission intends to amend its Comprehensive Plan to establish a municipal Comprehensive Plan future land use map designation as a small scale amendment to the Comprehensive Plan, and

WHEREAS, the amendment of the Comprehensive Plan maps and the establishment of a future land use designation meets the criteria established by Chapter 163, Florida Statutes and Rule 9J-5, F.A.C. 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.

NOW THEREFORE BE IT ENACTED, AS FOLLOWS:

SECTION 1. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to establish a Commercial future land use designation on the annexed property at 1566 W. Fairbanks Avenue and that all other maps in the Comprehensive Plan reflect the annexation of this property into the City of Winter Park, said property being more particularly described as follows:

LOTS 2 & 3, BLOCK "A", LAWNDALDE ANNEX SUBDIVISION AS RECORDED IN PLAT BOOK "J",
PAGE 50 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
PROPERTY TAX ID# 12-22-29-5000-01-020

SECTION 2. This ordinance shall become effective 31 days after adoption but shall not become effective if this Ordinance is challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption. In that case it will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining the Ordinance is in compliance with Chapter 163, Florida Statutes.

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 OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO ESTABLISH COMMERCIAL (C-3) ZONING ON THE ANNEXED PROPERTY AT 1566 W. FAIRBANKS AVENUE, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the owner of the property more particularly described herein has voluntarily requested annexation into the City of Winter Park and in compliance with Chapter 171, Florida Statutes, said property has been annexed into the City of Winter Park, and

WHEREAS, the City Commission intends to establish a municipal zoning designation on this property in compliance with the establishment of a similar Comprehensive Plan future land use designation for said property, and

WHEREAS, the establishment of 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.

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" and the Official Zoning Map is hereby amended so as to establish Commercial (C-3) district zoning on the annexed property at 1566 W. Fairbanks Avenue, more particularly described as follows:

LOTS 2 & 3, BLOCK "A", LAWNSDALE ANNEX SUBDIVISION AS RECORDED IN PLAT BOOK "J", PAGE 50 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
PROPERTY TAX ID# 12-22-29-5000-01-020

SECTION 2. This ordinance shall become effective 31 days after adoption. If this Ordinance or the related companion Ordinance amending the Comprehensive Plan for this property is challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption, it will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining the Ordinance is in compliance with Chapter 163, Florida Statutes.

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

[illegible]



city commission public hearing

item type	Public Hearing	meeting date	September 28, 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 & Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

Subject: Subdivision or Lot Split of 1004 N. Pennsylvania Avenue.

Ms. Rebecca Wilson, attorney (representing the contract purchasers) is requesting subdivision or lot split approval to divide the property at 1004 N. Pennsylvania Avenue into four (4) single family lots. The zoning is R-1A. The property is now vacant. Variances are requested for each lot to be on average, 60 feet in width in lieu of the minimum 75 feet of lot width requirement. Building setback variances are also requested.

Summary:

When the City reviews small subdivisions or lot split requests there are two criteria. One is the 'Zoning Test' as to conformance with the R-1A zoning criteria. The other is the 'Comprehensive Plan Test' which is conformance to the neighborhood character or neighborhood lot sizes.

ZONING TEST: The R-1A minimum lot sizes are 75 feet of lot width and 8,500 square feet of lot area. All four (4) proposed lots range in size from 9,191 to 9,985 square feet so all meet the minimum lot area standard. However, variances are needed for all four (4) lots which average 60 feet in width versus the minimum R-1A lot width standard of 75 feet for interior lots and 85 feet for corner lots.

COMPREHENSIVE PLAN TEST: There are many neighborhoods in the City that are zoned R-1AA or R-1A but the existing character or typical dimensions may be significantly different than the zoning code minimums. In some cases the typical lots are smaller and in some cases the typical lots are larger. The Comprehensive Plan Test or comparison is a door that swings both ways. In some cases, it can substantiate a relaxation of the minimum lot dimensions and in other cases it can require larger lot sizes than the minimums.

As a result, the practice outlined in the Comprehensive Plan and the Subdivision Code (attached) is to look at the surrounding neighborhood to see what standard is for typical lot sizes with the same zoning. By lot "size" the City uses the same two criteria for "size" as outlined in the R-1A "minimum building site" standard. The Code dictates that the review area is within a 500 foot radius of the subject property and limited to those in the same zoning. Thus we only use properties zoned single family R-1A for our comparisons in this case.

There are 47 homes within this neighborhood within the 500 foot radius including four adjacent homes, homes in Northwood Circle; homes within Park Place; homes on Misty/Waterfall Lane and homes along Beloit/Pennsylvania Avenues. The average lot width of these 47 homes is 69.7 feet. The median lot width is 75 feet. There are 25% of these homes on lots less than 75 feet in width and the other 75% of the homes are on lots of 75 feet or greater. It is an immediate neighborhood area within a 500 foot radius that has some exceptions to the R-1A lot frontage standard (25%), but the majority of the homes (75%) conform to or exceed the R-1A lot frontage requirements.

The staff also looked at the 'greater' neighborhood area encompassing all of the homes in Northwood Circle; all of the Pennsylvania Place development; all of Misty/Waterfall Lane homes and all of the Beloit/Pennsylvania townhomes. Within this 'greater' neighborhood area there are 91 homes. The average lot width of these 91 homes is 67.3 feet. The median lot width is 75 feet. There are 39% of these homes that are on lots less than 75 feet in width and 61% of the homes are on lots of 75 feet or greater. Bringing in smaller home sites within Pennsylvania Place and along Beloit/Pennsylvania Avenue helps the comparison.

Development Plans and Setback Variances: The applicant has not provided generalized elevations and floor plans for the types of homes anticipated to be built on these lots, if approved. However, they envision homes similar to what we see in Pennsylvania Place and along Beloit with rear alley access so that the frontage is more attractive with the garages in the rear.

The applicant is also requesting building setback variances to be established as part of this subdivision. The setbacks shown for the front, rear and north sides conform to Code. The applicant is requesting setbacks for the corner lot, first floor 5 feet closer to Tantum Avenue (10 feet vs. 15 feet) than Code and to reduce the interior setbacks to 5 feet (from 7.5 feet). The P&Z Board had no objection to the interior lot setback changes that only affect these future homes. However, the P&Z Board did not support the reduced street setback to Tantum Avenue which is less than the street setback for the home directly across that street on the opposite corner.

Planning and Zoning Board Recommendation and Summary: Rather than base their recommendation strictly on the Comprehensive Plan test of the neighborhood comparison or the Zoning criteria, the P&Z Board recognized that this property is located on the edge of a residential neighborhood and close to commercial properties. The P&Z Board also took into account that four neighboring property owners came to support the request. The P&Z Board felt that latitude exists in the perspective on this request to look at the 'greater' neighborhood area and for other supporting factors.

Planning and Zoning Board Recommendation:

Motion made by Mr. Gottfried, seconded by Mr. Sacha to grant the subdivision or lot split approval to divide the vacant property at 1004 North Pennsylvania Ave. into four single-family building lots subject to the following conditions:

- 1. Building setback variances as requested are approved for interior lot line but not to any exterior lot lines.**
- 2. If a rear access alley is developed then the access easement must be 24 feet wide and the eastern property line shall have a six foot brick privacy wall constructed as part of the required infrastructure.**

Motion carried unanimously with a 7-0 vote.

Planning and Zoning Board Minutes: Sept. 1, 2015

REQUEST OF REBECCA WILSON FOR: SUBDIVISION OR LOT SPLIT APPROVAL TO DIVIDE THE VACANT PROPERTY AT 1004 N. PENNSYLVANIA AVENUE, ZONED R-1A, INTO FOUR SINGLE FAMILY BUILDING LOTS. THE AVERAGE LOT DIMENSIONS ARE 60 FEET OF LOT WIDTH AND 9,528 SQUARE FEET OF LOT AREA. LOT DIMENSION VARIANCES ARE REQUESTED FROM THE 75 FEET OF LOT WIDTH REQUIRED FOR INTERIOR LOTS AND THE 85 FEET OF LOT WIDTH REQUIRED FOR A CORNER LOT IN ORDER TO MEET THE MINIMUM LOT DIMENSION REQUIREMENTS OF THE R-1A ZONING.

Mr. Slocum announced that has done work for someone associated with the proposed project and that he will not participate in the discussion or vote on this item. He completed Form 8B, Memorandum of Voting Conflict, and that is included as a part of these minutes.

Planning Manager Jeff Briggs presented the staff report and explained that the Mrs. Rebecca Wilson, Attorney (representing the contract purchasers) is requesting subdivision or lot split approval to divide the property at 1004 N. Pennsylvania Avenue into four (4) single family lots. The zoning is R-1A. The property is now vacant. Variances are requested for each lot to be on average, 60 feet in width in lieu of the minimum 75 feet of lot width requirement. Building setback variances are also requested. He reviewed the zoning and comprehensive plan tests criteria for the request.

With regard to the zoning test, the R-1A minimum lot sizes are 75 feet of lot width and 8,500 square feet of lot area. All four (4) proposed lots range in size from 9,191 to 9,985 square feet so all meet the minimum lot area standard. However, variances are needed for all four (4) lots which average 60 feet in width versus the minimum R-1A lot width standard of 75 feet for interior lots and 85 feet for corner lots.

Mr. Briggs then discussed the comprehensive plan criteria and the surrounding neighborhood. There are 47 homes within this neighborhood within the 500 foot radius in Northwood Circle; homes within Park Place; homes on Misty/Waterfall Lane and homes along Beloit/Pennsylvania Avenues. The average lot width of these 47 homes is 69.7 feet and the median lot width is 75 feet. There are 25% of these homes that are on lots less than 75 feet in width and the other 75% of the homes are on lots of 75 feet or greater. The staff also looked at the 'greater' neighborhood area encompassing all of the homes in Northwood Circle; all of the Pennsylvania Place development; all of Misty/Waterfall Lane homes and all of the Beloit/Pennsylvania townhomes. Within this 'greater' neighborhood area there are 91 homes. The average lot width of these 91 homes is 67.3 feet. The median lot width is 75 feet. There are 39% of these homes that are on lots less than 75 feet in width and 61% of the homes are on lots of 75 feet or greater. Bringing in smaller home sites within Pennsylvania Place and along Beloit/Pennsylvania Avenue helps the comparison. However, it is still a 'greater' neighborhood area that while it has more exceptions to the R-1A rule (39%), the majority of the homes (61%) either conform to or exceed the R-1A frontage requirements.

Mr. Briggs reviewed the development plans and setback variances. The applicant is also requesting building setback variances to be established as part of this subdivision. The setbacks shown for the front, rear and north sides conform to Code. The applicant is requesting setbacks for the corner lot, first floor 5 feet closer to Tantum Avenue (10 feet vs. 15 feet) than Code and to reduce the interior setbacks to 5 feet (from 7.5 feet). Staff has no objection to the interior lot setback changes that only affect these future homes. However, staff does not support the reduced street setback to Tantum Avenue which is less than the street setback for the home directly across that street on the opposite corner.

Mr. Briggs summarized by stating that based on the application of the Comprehensive Plan policy and Subdivision Code text using lot area size (square footage) this request does conform to the Zoning Test

and Comprehensive Plan Test therefore the staff recommended denial. He said that if the P&Z Board recommends approval then staff would suggest the following conditions:

3. Building setback variances as requested are approved for interior lot line but not to any exterior lot lines.
4. If a rear access alley is developed then the access easement must be 24 feet wide and the eastern property line shall have a six foot brick privacy wall constructed as part of the required infrastructure.

Mr. Briggs responded to Board member questions and concerns.

Mr. Hahn announced that he had a conversation with Mr. John Awsumb, Project Coordinator, to hear background information on the project, but nothing was discussed in that conversation that will not be discussed during the public hearing.

Rebecca Wilson, Attorney, represented the contract purchaser of the property. She explained that the request for lot split is for four lots greater than 9,000 square feet. Each meets the minimum lot size requirement of 8,500 square feet, to be (on average) 60 feet in width, rather than the minimum 75 feet required. She discussed setbacks for the he presented an overview of the surrounding neighborhoods specifically as relates to lot areas and the zoning and comprehensive plan test criteria. She showed an image of a contemporary Santa Barbara style home which is the style of homes that the applicant intends to construct on the four lots. She noted that each of the proposed homes will be approximately 3,500-3,600 and will be marketed to empty nesters. She stated that a 24-foot access easement has been granted on the rear. In addition they are willing to build a six-foot masonry wall on the rear. Mrs. Wilson responded to Board member questions and concerns.

Peter and Heather Bryson, represented their parents who own 381 Tantom Drive. They stated that their family is opposed to this request because it would have a negative impact on their property. They expressed concern that there is not enough time to assess how the subdivision request will affect their property and how trash pick-up for the new homes will be accommodated.

The following neighbors spoke in support of the project: Mr. and Mrs. Frank Baker, 650 Northwood Circle; Tony Gray, 452 Sylvan Drive; John McDade, 450 Beloit Avenue; and Jim Savko, 390 Waterfall Lane. The neighbors in favor expressed overwhelming support for the redevelopment of the property and felt that it would be an asset to the existing neighborhood.

Mrs. Wilson was allowed the opportunity to address neighbor concerns. She addressed the concerns with regard to trash pick-up. She stated that pick-up would occur from the public right-of-way and that it would be from Pennsylvania Avenue. In addition, access width is not large enough to accommodate Waste Management trucks.

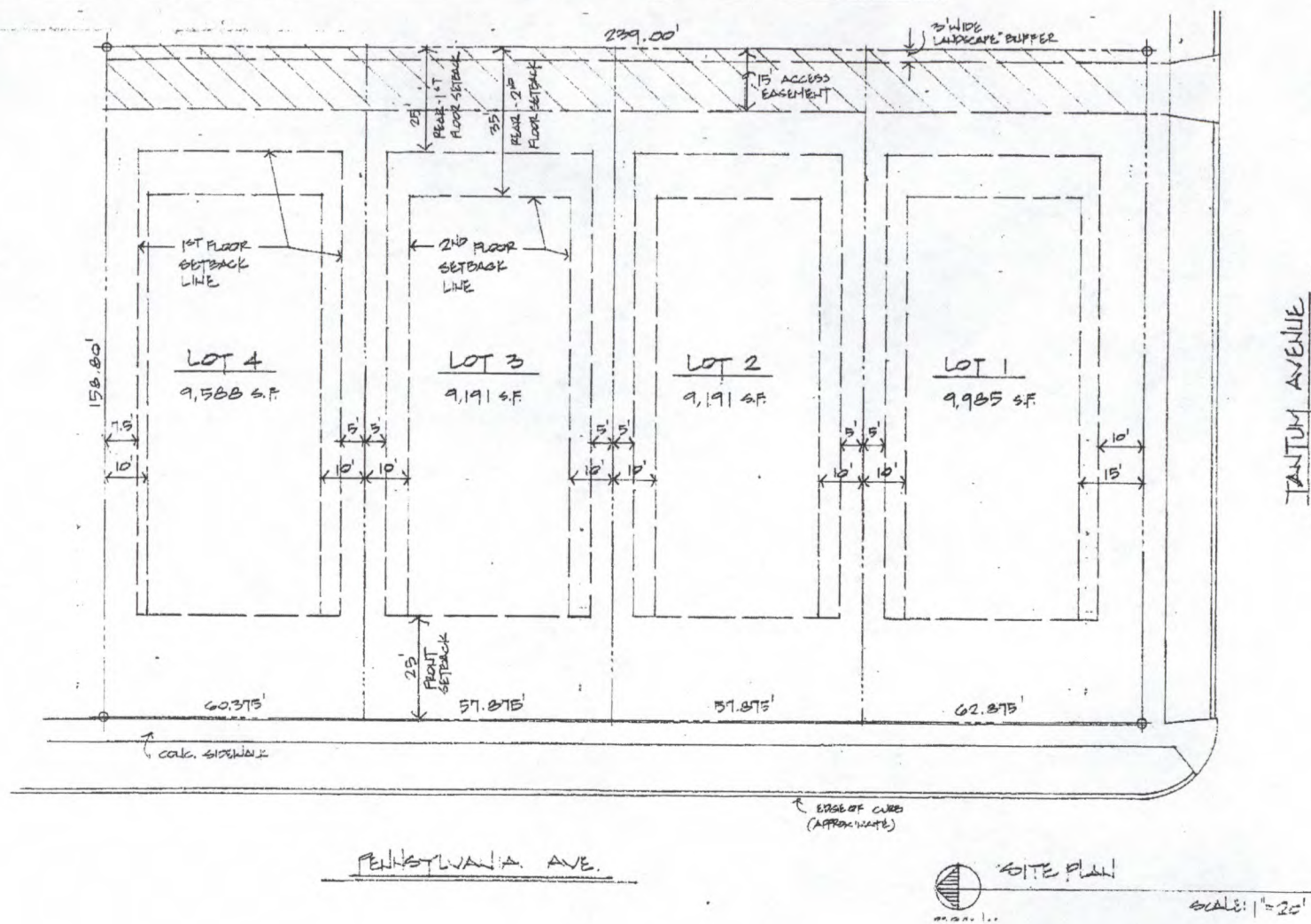
No one else wished to speak concerning the request. Public Hearing closed.

The Board members expressed no issues with the request. Their discussion included the extenuating factor that commercial businesses were diagonally across the street and on this "edge" location of the neighborhood, the proposed lot sizes were appropriate.

Motion made by Mr. Gottfried, seconded by Mr. Sacha to grant the subdivision or lot split approval to divide the vacant property at 1004 North Pennsylvania Ave into four single-family building lots subject to the following conditions:

- 1) Building setback variances as requested are approved for interior lot line but not to any exterior lot lines.**
- 2) If a rear access alley is developed then the access easement must be 24 feet wide and the eastern property line shall have a six foot brick privacy wall constructed as part of the required infrastructure.**

Motion carried unanimously with a 7-0 vote.



Proposed Lot Split - Four Lots



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

Mark & Laura Cosgrove

370 Waterfall Lane
Winter Park, FL 32789
407-760-9250

August 27, 2015

Mr. James Johnston, Chairman
Planning and Zoning Board
The City of Winter Park
401 Park Avenue
Winter Park, FL 32789

Re: Vacant Property located at 1004 Pennsylvania Avenue - Variance Approval Request

Dear Mr. Johnston,

My husband and I own a house at 370 Waterfall Lane in the vicinity of the subject property. We are writing you this letter in support of the above captioned Variance approval.

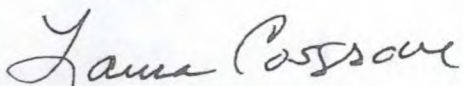
We are acquainted with the new buyer and he explained to us the overall concept of the four proposed single-family residences. We believe the requested sub-division of the site into four parcels approximately 60 feet in width and 158 feet in depth is consistent with new properties developed all along Pennsylvania Avenue and Beloit Street and, in general, the immediate surrounding area.

Compared to the vacant property, the new homes will have a very positive impact on our neighborhood and to the City in terms of increased tax values.

The new Property Owner aspires to build these four high-quality residences of equal or better quality than what is developed at Pennsylvania Place and Beloit Avenue. Again, we believe this is a very positive step to improving this area of N. Pennsylvania Avenue and will decidedly enhance the overall area and home valuations.

Thank you.

Sincerely,



Laura & Mark Cosgrove

Christopher B. Heidrich
8702 Blind Pass Rd.
St. Pete Beach, FL 33706

August 20, 2015

Mr. James Johnston, Chairman
Planning and Zoning Board
The City of Winter Park
401 Park Avenue
Winter Park, FL 32789

Re: Vacant Property located at 1004 Pennsylvania Avenue - Variance Approval Request

Dear Mr. Johnston,

I own a house at 922 N. Pennsylvania Avenue located immediately across the street on Tatum from the Subject Property. I am writing you this letter in support of the above captioned Variance approval.

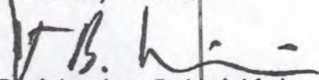
The new buyer requested to meet with me and explained to me the overall concept of the four proposed single-family residences. I believe the requested sub-division of the site into four parcels approximately 60 feet in width and 158 feet in depth is consistent with new properties developed all along Pennsylvania Avenue and Beloit Street and, in general, the immediate surrounding area.

Compared to the vacant property, the new homes will have a very positive impact on our neighborhood and to the City in terms of increased tax values.

The new Property Owner aspires to build these four high-quality residences of equal or better quality than what is developed at Pennsylvania Place and Beloit Avenue. Again, I believe this is a very positive step to improving this area of N. Pennsylvania Avenue and will decidedly enhance the overall area and home valuations.

Thank you.

Sincerely Yours,


Christopher B. Heidrich

JANIE & FRANK BAKER
650 NORTHWOOD CIRCLE
WINTER PARK, FL 32789

August 30, 2015

650 Northwood Circle
Winter Park, Florida 32789

**The Planning and Zoning Board
of the City of Winter Park**
401 Park Avenue
Winter Park, FL 32789

Re: In support of Approval - 1004 Pennsylvania Avenue

Dear Board Members,

We are the owners of the home at 650 Northwood Circle. We are thrilled that the property is finally being planned in such a responsible way. We are impressed with the new buyers' experience in quality development and want to express our *support for approval of their application*.

The new buyer requested to meet with me and explained their concept of four proposed high-quality single-family residences. I believe their request for a sub-division of the property into four parcels (approximately 60 feet in width and 158 feet in depth) is consistent with new properties developed all along Pennsylvania Avenue and Beloit Street and will make a very positive impact on the entire neighborhood.

Compared to the 'vacant property', the new development will enhance everyone's property values and will also greatly benefit our City in this respect.

We believe this is a very good improvement for the area and we hope you will also be in favor of their application.

Sincerely,

*Frank Baker Sr.
Janie Baker*

August 27, 2015

Mr. James Johnston, Chairman
Planning and Zoning Board
The City of Winter Park
401 Park Avenue
Winter Park, FL 32789

Re: Vacant Property located at 1004 Pennsylvania Avenue - Variance Approval Request

Dear Mr. Johnston,

I live at 390 Waterfall Lane Winter Park, FL. 32789. I am writing you this letter in support of the above captioned Variance approval.

The development will tremendously enhance our neighborhood by uniting the few non contiguous residential properties on Tatum street with the rest of the residential homes to the North, along Pennsylvania. This is the perfect type of development for that site. In fact, I believe these new lots will be actually wider than most of the lots on Beloit Avenue!

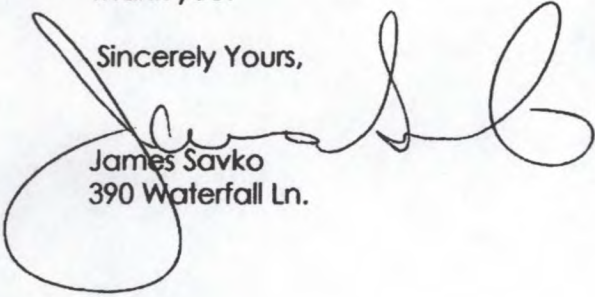
The new buyer requested to meet with me and explained to me the overall concept of the four proposed single-family residences. I believe the requested sub-division of the site into four parcels approximately 60 feet in width and 158 feet in depth is consistent with new properties developed all along Pennsylvania Avenue and Beloit Street and, in general, the immediate surrounding area.

Compared to the vacant property, the new homes will have a very positive impact on our neighborhood and to the City in terms of increased tax values.

The new Property Owner aspires to build these four high-quality residences of equal or better quality than what is developed at Pennsylvania Place and Beloit Avenue. Again, I believe this is a very positive step to improving this area of N. Pennsylvania Avenue and will decidedly enhance the overall area and home valuations.

Thank you.

Sincerely Yours,



James Savko
390 Waterfall Ln.



city commission public hearing

item type	Public Hearing	meeting date	September 28, 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 & Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	6-0 final vote

Subject: Proposal for Townhouse Redevelopment of 652 W. Morse Boulevard.

This public hearing involves the request by the Phil Kean Design Group, (contract purchasers contingent upon rezoning) for the property at 652 West Morse Boulevard, just to the west of the Coop Restaurant. The property is 110 feet along Morse Blvd. and 300 feet deep and 29,190 sq. ft. (0.67 acres) in size. The existing two story office building and parking lot is to be removed for the redevelopment of this land.

There are three combined requests to the City:

1. Change to the Comp. Plan future land use map from Commercial to Central Business District; and
2. Change to the Zoning Map from Office (O-1) to Commercial (C-2); and
3. Conditional Use for the construction of eleven (11) residential townhouses, 2 & 3 stories in height with a total project size of 40,566 square feet.

Summary:

When the Community Redevelopment Area was established in 1994, one of the primary goals was to encourage the redevelopment of West Morse Boulevard from New York Avenue to Denning Drive. To that end, the City administratively changed the Comprehensive Plan future land use map in 1995 for all the properties which were Residential to a Commercial future land use allowing property to be rezoned from residential to office or commercial. By "commercial", that meant, at that time, to be rezoned to Commercial C-3 or to Office O-1.

That is exactly what the current owners of this property did in 1996. They purchased residential property, had it rezoned in conformance with the CRA Plan and the Comprehensive Plan to Office (O-1). Then they constructed the existing two story, 6,500 square foot office building.

However, as the redevelopment of Morse Boulevard continued in 1999 with the redevelopment of the office buildings and parking garage across Morse Blvd. at the NW corner of Morse and Pennsylvania, the zoning needed for that density and building setback was the Commercial (C-2) designation. The major difference between office (O-1) or commercial (C-3) zoning and commercial (C-2) zoning is that O-1 & C-3 have a 45% FAR and 10 foot street setbacks and the C-2 zoning has a 200% FAR and potentially a zero front setback.

In turn, several other properties along West Morse Blvd have been designated for Central Business District future land use and C-2 zoning over the ensuing years such as the vacant NE corner of Morse and Pennsylvania in 2000; the Regions Bank site in 2003; the property at 403 W. Morse in 2003 and the adjacent 421 W. Morse in 2014.

Project Development Standard Parameters:

The CBD land use and C-2 zoning allow a maximum of 17 units per acre. Based on this lot size of 29,190 sq. ft., these eleven (11) units are the maximum number permitted. The CBD/C-2 designations have a maximum FAR of 200% and this project FAR is at 139.7%. Coincidentally that is the exact same FAR as this applicant's previous townhouse project at 403/421 W. Morse (NW corner of Virginia).

In order to be respectful of the existing predominately one and two story character along Morse Blvd., the applicant is proposing a two story building along the Morse Blvd. frontage and then interior to the site, three other buildings that are three stories in height. The height limit for a two story buildings is 30 feet and this project is at 24.5 feet plus an allowable 4 additional feet of parapet height. The height limit for three story buildings is 40 feet and this project is at 36.5 feet plus 4 additional feet of parapet height.

The street front setback for the two story building on Morse Blvd. is 10 feet to the building wall and 5 feet to the bay window and porch features. Five feet matches the setback for the existing office building as well as the setback for the Coop Restaurant.

Note that there are no driveways/curb cuts on Morse Blvd. This project's access will be the same as for the current office building which is from the rear off Welbourne Avenue. Parking is being provided per Code (2½ spaces per unit) but in a different fashion than typically done. In this case, eight of the eleven residential units will have 3-car garages and the other three units will have 2-car garages. That is 28 parking spaces (albeit all private) to match the Code requirement. There are 2 on-site visitor parking spaces but visitors can also (except when the spray park is actively used) park in the city parking lot next to the spray park and walk to the units. But to help the City and themselves, the applicants are proposing to create three new parallel parking spaces on the north side of the driveway, opposite the spray park. That will provide more parking for the spray park as well as added parking for their use. Also at the rear entrance to the project is the area for storm water retention. The applicant will need to provide a space where the residents can place their 11 garbage carts.

The proposed setback of the third floors on the outside visible facades is an issue that was discussed by the Planning Board. In the design, while there are bay window bump-out articulations and a ground floor porch element, the building façade walls are vertical. In order to mandate building articulation and terracing on the third floors, the Comp. Plan requires that the third floor be setback from the two floors below via a prescriptive one foot for each foot of floor height; but it specifies "on street frontages". In this case none of the third floors are "on street frontages". However, in the C-2 zoning code the terracing requirement is more generic and it says "for any building over two stories...a significant portion of the top floor shall be terraced and stepped back from the exterior face of the next lower floors". The purpose is to mandate more appealing architectural facades that are seen by the public than just a flat wall. In this case, the three story buildings do not front on the street but are interior to the site. As such the applicants are asking for a zoning exception or variance to this requirement for additional third floor terracing or setback.

The P&Z Board had no issue with the interior facades facing the private motor court or the facades of Buildings # 3 & #4 which are not visible from the street. The critical piece is the northernmost Building #2 which is visible from Morse Blvd. Particularly visible will be the flat end wall of that building (facing Morse Blvd.) that needs articulation and terracing. Note that the end walls of the two story building on Morse Blvd. have significant architectural articulation and appeal. Thus, P&Z recommended and the applicant agreed to a condition requiring compliance with Code for Building #2.

Traffic/Mobility Impacts:

There is no substantial difference in traffic generation between the existing and proposed uses. Based on the I.T.E. data, these 11 townhouses will have a daily traffic generation of 104 trips per day. The existing 6,500 square foot office generates 110 trips per day.

Comprehensive Plan policy and C-2 Zoning criteria: There are some Comprehensive Plan policies that relate to this type of land use/zoning and project. Those Comprehensive Plan policies and Zoning Code sections are included as an appendix to this staff report.

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, 125 S. Interlachen Avenue and 170 E. Morse Blvd.

Special attention needs to be paid to the placement of the electric transformers and back flow preventers. It is not a significant issue with the green electric transformer or switch gear boxes but the appearance of the backflow preventers next to the sidewalk quickly diminishes the visual appeal of the development. While one can accept that in commercial locations, it is not acceptable on Morse Blvd. There are conditions recommended to address these circumstances.

The scale of this project and the materials presented allows the City to combine the Preliminary and Final Conditional Use approvals. The final civil engineering and landscape plans can be administratively approved. However, the Code requires two public hearings for approval by the City Commission for three story buildings within the Central Business District.

Staff Analysis of the Applicant's Requests:

Since 1995, the CBD designation and C-2 zoning has been granted to four other properties along Morse Blvd. The request does represent a significant increase in development intensity going from an O-1 office FAR of 45% to this project's 139.7% FAR under C-2 zoning. That is an increase of 27,430 square feet more building area on this site.

There is a great market desire for residential units within close proximity to Park Avenue. Over the past two years there have been 17 new luxury townhomes approved by the City in or near the CBD and this will add another 11 units. From the public's perspective it seems that the acceptance focuses less on the size of project and more on the quality of the architectural product that fits in with the context of the surrounding area. With the exception of Building #2, this project would accomplish that end result.

Planning and Zoning Board Recommendation:

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve the ordinance amending the "Comprehensive Plan" and the Future Land Use Map so as change the future land use map designation of Commercial to Central Business District on the property at 652 West Morse Boulevard.

Motion carried unanimously with a 6-0 vote. S. De Ciccio abstained.

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve the ordinance amending the official Zoning Map so as change the existing zoning designation of Office (O-1) district to Commercial (C-2) district on the property at 652 West Morse Boulevard.

Motion carried unanimously with a 6-0 vote. S. De Ciccio abstained.

Motion made by Mr. Sacha, seconded by Mr. Gottfried to grant Conditional Use approval to redevelop the property at 652 West Morse Boulevard, prospectively zoned C-2, into eleven (11) residential units, two and three story in height with a total project size of 40,566 square feet with the following conditions agreed to by the applicant:

- 1. That Building #2 visible from Morse Blvd. must be modified such that per Code "a significant portion of the top floor shall be terraced and stepped back from the exterior face of the lower floors" on the western and northern sides.**
- 2. That zoning exceptions/variances are granted for the absence of third floor terracing and articulation for Buildings #3 and #4.**
- 3. The electric transformer/switch gear and all backflow preventers shall be located where not visible from a public street and shall also be landscaped so as to be effectively screened from view.**
- 4. Changes to the Welbourne Avenue parking arrangement are approved for the creation of three parallel parking spaces.**
- 5. That a common area be provided in the rear (not in the right-of-way) for the placement of the 11 trash carts.**
- 6. 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 this project and the expiration of any appeal period applicable thereto, the Conditional Use Permit shall be null and void.**

Motion carried unanimously with a 6-0 vote. S. De Ciccio abstained.

Relevant Comprehensive Plan policies:

Policy 1-3.8.11: Restriction on the Use of CBD Future Land Use and (C-2) Zoning. The City shall only permit the use of CBD future land use designations or C-2 zoning on property in the area depicted in the Map located on page D-4 within the definitions sections of this Comprehensive Plan. CBD future land use and C-2 zoning may also be permitted on properties abutting Morse Blvd between Capen and Virginia Avenues, abutting New England Avenue between Pennsylvania and New York Avenues, abutting Pennsylvania Avenue between Garfield and Lyman Avenues, or abutting Hannibal Square, East. Central Business District future land use designations or C-2 zoning shall not be permitted by the City for any property outside these designated areas. Properties within the designated areas are not deemed entitled to Central Business District future land use or to C-2 zoning nor should any property owner have any reasonable expectation that CBD FLU/C-2 zoning will be allowed. These are simply the area locations where properties may be candidates for C-2 which may or may not be granted by the City Commission on a case by case basis. *Policy amended to reflect changes as adopted on October 11, 2010 per Ordinance 2825-10.*

Policy 1-3.2.3: Hannibal Square Neighborhood Commercial District. Comprehensive Plan land use policies shall foster redevelopment of the Hannibal Square Neighborhood Commercial District with its own distinct individual scale and character but sharing some of the characteristics of the Central Business District. Commercial, office and residential development policies shall permit buildings footprints that have minimal setbacks from the street in order to foster a pedestrian friendly environment and design standards shall require streetscape amenities and foster architectural features that promote a human scale. These policies shall be implemented within the Hannibal Square Neighborhood Commercial District, limited to:

- 1) Properties abutting Morse Boulevard between Capen Avenue and Virginia Avenue;
- 2) Properties abutting New England Avenue between Pennsylvania and New York Avenues;
- 3) Properties abutting Pennsylvania Avenue between Lyman and Garfield Avenues, including those existing commercial properties just north of Garfield Avenue; and
- 4) Properties abutting Hannibal Square East.

The C-2 zoning district delineation shall only be applied to properties designated CBD on the Future Land Use Map. Pursuant to CRA policy direction, mixed use buildings are encouraged. Two story maximum building heights shall be the maximum permitted, except the City may permit third stories when limited to residential use and deed restricted for residential usage only. Building heights on the north end of Pennsylvania Avenue shall be two stories maximum when transitioning to residential. Shared parking shall be encouraged and enforced whenever parking management plan approvals are granted. The implementing land development regulations must ensure that compatible land use relationships occur, particularly between land uses within perimeter areas of the Hannibal Square Neighborhood Commercial District and areas 500 feet outside this area so as to protect the surrounding residential areas and local churches.

Relevant C-2 Zoning excerpts:

Sec. 58-75. Commercial (C-2) District.

- (a) *Purpose and intent.*

(1) This commercial zoning district is limited to the commercial portion of the geographic downtown area known as the Central Business District and the similar commercial area of the city within the Hannibal Square Neighborhood Commercial District (HSNCD) of the City's Community Redevelopment Area (CRA). As detailed in the Comprehensive Plan, Commercial (C-2) district zoning is not permitted on any property except if it is within the Central Business District "potential C-2 zoning" area depicted in the CBD Map (D-2) in the definitions section, generally described as west of Knowles Avenue, south of Swoope Avenue, north of Comstock Avenue and east of and including the New York Avenue Corridor or it is on properties abutting Morse Blvd between Capen and Virginia Avenues, abutting New England Avenue between Pennsylvania and New York Avenues, abutting Pennsylvania Avenue between Garfield and Lyman Avenues, or abutting Hannibal Square, East. No applications for C-2 zoning shall be accepted for any property outside these designated areas. Moreover, even properties within these designated areas shall have no vested right to C-2 zoning. This district has different requirements than other commercial areas especially pertaining to setbacks, parking requirements, height limitations and permitted land uses. This district is established to encourage the continuation of the present unique Park Avenue business district of the city and to provide for its use within certain other defined geographical areas as specified in the Comprehensive Plan.

(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.*

(3) Buildings with a third floor and up to forty (40) feet in height, provided that such conditional use approvals require two public hearing approvals by the city commission;

(e) *Development standards.*

(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.

(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.

Planning and Zoning Board Minutes: Sept. 1, 2015

REQUEST OF PHIL KEAN DESIGNS INC. FOR: AN ORDINANCE AMENDING THE "COMPREHENSIVE PLAN" AND THE FUTURE LAND USE MAP SO AS CHANGE THE FUTURE LAND USE MAP DESIGNATION OF COMMERCIAL TO CENTRAL BUSINESS DISTRICT ON THE PROPERTY AT 652 WEST MORSE BOULEVARD.

REQUEST OF PHIL KEAN DESIGNS INC. FOR: AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP SO AS CHANGE THE EXISTING ZONING DESIGNATION OF OFFICE (O-1) DISTRICT TO COMMERCIAL (C-2) DISTRICT ON THE PROPERTY AT 652 WEST MORSE BOULEVARD.

REQUEST OF PHIL KEAN DESIGNS INC. FOR: CONDITIONAL USE APPROVAL TO REDEVELOP THE PROPERTY AT 652 WEST MORSE BOULEVARD, PROSPECTIVELY ZONED C-2, INTO ELEVEN (11) RESIDENTIAL UNITS, THAT ARE TWO AND THREE STORY IN HEIGHT WITH A TOTAL PROJECT SIZE OF 40,566 SQUARE FEET.

Mrs. De Ciccio announced that she is the owner of the subject property and that she will not participate in the discussion or vote on this item. She completed Form 8B, Memorandum of Voting Conflict, and that is included as a part of these minutes.

Planning Manager Jeffrey Briggs presented the staff report. He explained that this public hearing involves the request by the Phil Kean Design Group, who have a contract to purchase (contingent upon rezoning) the property at 652 West Morse Boulevard, just to the west of the Coop Restaurant. The property is 110 feet along Morse Blvd. and about 300 feet deep and is 29,190 sq. ft. (0.67 acres) in size. The existing two story office building and parking lot is to be removed for the redevelopment of this land. There are three combined requests to the City:

4. Change to the Comp. Plan future land use map from Commercial to Central Business District; and
5. Change to the Zoning Map from Office (O-1) to Commercial (C-2); and
6. Conditional Use for the construction of eleven residential townhouses, 2 & 3 stories in height with a total project size of 40,566 square feet.

Mr. Briggs discussed the CRA/Zoning background and history, project development standards, traffic impacts, and comprehensive plan policy and zoning criteria. This project is intended to be developed as fee simple townhouses pursuant to a replat (not as a condominium). He explained that the scale of this project and the materials presented allows the City to combine the Preliminary and Final Conditional Use approvals. The final civil engineering and landscape plans can be administratively approved. However, the Code requires two public hearings for approval by the City Commission for three story buildings within the Central Business District. He then discussed the terracing setback issues for the third floors and the rationale for a staff condition regarding compliance. Staff recommended approval of both the Preliminary and Final Conditional Use approvals with the following conditions:

7. That Building #2 visible from Morse Blvd. must be modified such that per Code "a significant portion of the top floor shall be terraced and stepped back from the exterior face of the lower floors" on the western and northern sides.
8. That zoning exceptions/variances are granted for the absence of third floor terracing and articulation for Buildings #3 and #4.
9. The electric transformer/switch gear and all backflow preventers shall be located where not visible from a public street and shall also be landscaped so as to be effectively screened from view.
10. Changes to the Welbourne Avenue parking arrangement are approved for the creation of three parallel parking spaces.

11. That a common area be provided in the rear (not in the right-of-way) for the placement of the 11 trash carts.
12. 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 this project and the expiration of any appeal period applicable thereto, the Conditional Use Permit shall be null and void.

Phil Kean, 229 Alexander Place, the applicant, stated that they agree and accept the conditions proposed by staff. He provided an overview of the proposed project with a 3-D fly-around presentation. He responded to Board member questions and concerns. No one wished to speak in favor of or in opposition to the request. Public Hearing closed.

The Board members expressed no concerns with the request.

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve the ordinance amending the "Comprehensive Plan" and the Future Land Use Map so as change the future land use map designation of Commercial to Central Business District on the property at 652 West Morse Boulevard. Motion carried unanimously with a 6-0 vote. S. De Ciccio abstained.

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve the ordinance amending the official Zoning Map so as change the existing zoning designation of Office (O-1) district to Commercial (C-2) district on the property at 652 West Morse Boulevard. Motion carried unanimously with a 6-0 vote. S. De Ciccio abstained.

Motion made by Mr. Sacha, seconded by Mr. Gottfried to grant Conditional Use approval to redevelop the property at 652 West Morse Boulevard, prospectively zoned C-2, into eleven (11) residential units, two and three story in height with a total project size of 40,566 square feet in addition to the following conditions:

1. That Building #2 visible from Morse Blvd. must be modified such that per Code "a significant portion of the top floor shall be terraced and stepped back from the exterior face of the lower floors" on the western and northern sides.
2. That zoning exceptions/variances are granted for the absence of third floor terracing and articulation for Buildings #3 and #4.
3. The electric transformer/switch gear and all backflow preventers shall be located where not visible from a public street and shall also be landscaped so as to be effectively screened from view.
4. Changes to the Welbourne Avenue parking arrangement are approved for the creation of three parallel parking spaces.
5. That a common area be provided in the rear (not in the right-of-way) for the placement of the 11 trash carts.
6. 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 this project and the expiration of any appeal period applicable thereto, the Conditional Use Permit shall be null and void.

Motion carried unanimously with a 6-0 vote. S. De Ciccio abstained.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF COMMERCIAL TO CENTRAL BUSINESS DISTRICT FUTURE LAND USE ON THE PROPERTY AT 652 WEST MORSE BOULEVARD, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

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

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

WHEREAS, the owner of this property is desirous of amending the future land use designation from Commercial to Central Business District; and

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

WHEREAS, the Winter Park Planning and Zoning Commission, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on September 1, 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 September 28, 2015 and October 12, 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 Commercial to Central Business District on the property at 652 West Morse Boulevard, identified with the Parcel ID# of 06-22-30-1168-11-030 and as more particularly described in Exhibit "A" to this Ordinance.

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

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

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2015.

Mayor Steve Leary

Attest:

City Clerk

Exhibit A

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

Lot 3, Block K, CAPEN'S ADDITION TO WINTER PARK, as recorded in Plat Book A, Page 95, Public Records of Orange County, Florida, less the following portion thereof, to wit:

Begin at the Northwest corner of said Lot 3; thence run North 90°00'00" East along the North boundary of said Lot 3 a distance of 60.00 feet; thence run South 00°45'09" East parallel with the West boundary of said Lot 3, a distance of 45.00 feet; thence run South 90°00'00" West 45.00 feet; thence run South 00°45'09" East 261.00 feet to the South boundary of said Lot 3; thence run South 90°00'00" West 15.00 feet to the Southwest corner of said Lot 3, thence run North 00°45'09" West 306.00 feet to the point of beginning.

AND

The Westerly 50 feet of the North 106 feet of Lot 2, Block K, CAPEN'S ADDITION TO WINTER PARK, according to the plat thereof, as recorded in Plat Book "A", Page 95, Public Records of Orange County, Florida.

AND

The North 45 feet of the West 60 feet, less the West 40 feet thereof, Lot 3, Block K, CAPEN'S ADDITION TO WINTER PARK, according to the plat thereof as recorded in Plat Book "A", Page 95, Public Records of Orange County, Florida.

AND

A three foot (3') by four foot (4') tract of land lying in Lot 3, Block K, CAPEN'S ADDITION TO WINTER PARK, according to the plat thereof as recorded in Plat Book "A", Page 95, Public Records of Orange County, Florida, and more particularly described as follows:

Commencing at the Northwest corner of said Lot 3, Block K, CAPEN'S ADDITION TO WINTER PARK, for a point of reference; thence East, 40.00 feet along and with the South right-of-way line of Morse Boulevard and the North line of said Lot 3; thence S 00°45'09" E, 3.00 feet to the Point of Beginning; thence continue S 00°45'09" E, 3.00 feet; thence West, 4.00 feet; thence N 00°45'09" W, 3.00 feet; thence East, 4.00 feet to the Point of Beginning.

LESS

The South 19 feet of the North 64 feet of the West 40 feet, less the West 15 feet thereof, Lot 3, Block K, CAPEN'S ADDITION TO WINTER PARK, according to the plat thereof as recorded in Plat Book "A", Page 95, Public Records of Orange County, Florida.

LESS

The East 8.5 feet of the South 50 feet, Lot 3, Block K, CAPEN'S ADDITION TO WINTER PARK, according to the plat thereof as recorded in Plat Book "A", Page 95, Public Records of Orange County, Florida.

AND LESS

A tract of land lying in Lot 3, Block K, CAPEN'S ADDITION TO WINTER PARK, according to the plat thereof as recorded in Plat Book "A", Page 95, Public Records of Orange County, Florida, and more particularly described as follows:

Commencing at the Southwest corner of said Lot 3, Block K, CAPEN'S ADDITION TO WINTER PARK, for a point of reference; thence East, 15.00 feet along and with the South line of said Lot 3 to the Southwest corner of the tract being described and the Point of Beginning; thence North, parallel to the West line of said Lot 3, 15.00 feet to the Northwest corner of the tract being described; thence East, parallel to the South line of said Lot 3, 6.00 feet; thence South, parallel to the West line of said Lot 3, 9.00 feet; thence East, parallel to the South line of said Lot 3, 24.00 feet; thence South parallel to the West line of said Lot 3, 6.00 feet to the South line of said Lot 3; thence West, along and with the South line of said Lot 3, 30.00 feet to the Point of Beginning.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE FROM OFFICE (O-1) DISTRICT ZONING TO COMMERCIAL (C-2) DISTRICT ZONING ON THE PROPERTY AT 652 WEST MORSE BOULEVARD, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the owner of a property at 652 West Morse Boulevard has requested a Zoning Map amendment consistent with the amended Comprehensive Plan, and the requested zoning text change will achieve conformance with the Comprehensive Plan for the property and such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their September 1, 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.

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 Office (O-1) District to Commercial (C-2) District on the property at 652 West Morse Boulevard, identified with the Parcel ID# of 06-22-30-1168-11-030 and as more particularly described in Exhibit "A" to this Ordinance.

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

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

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2015.

Mayor Steve Leary

Attest:

City Clerk

Exhibit A

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

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AND

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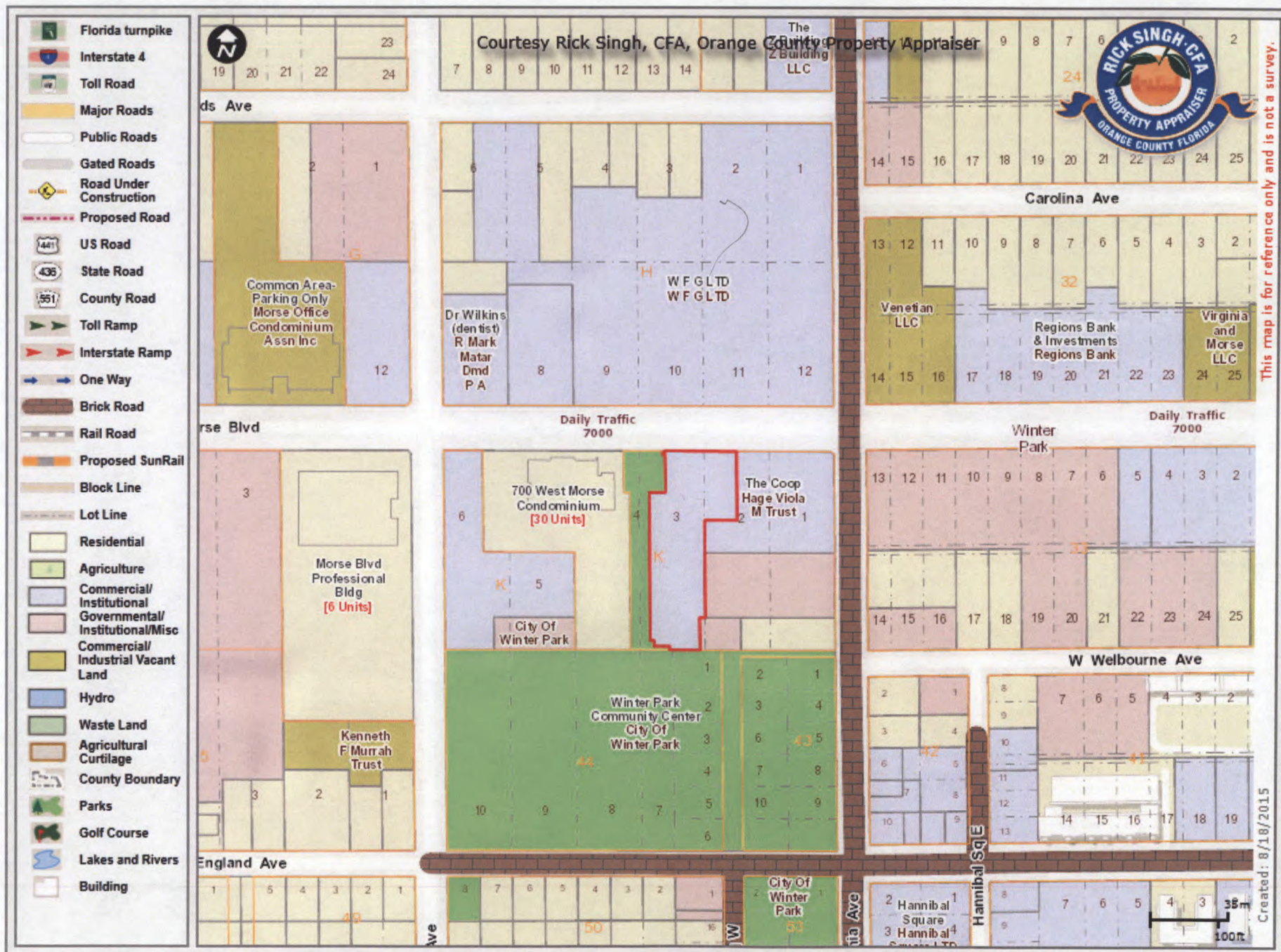
LESS

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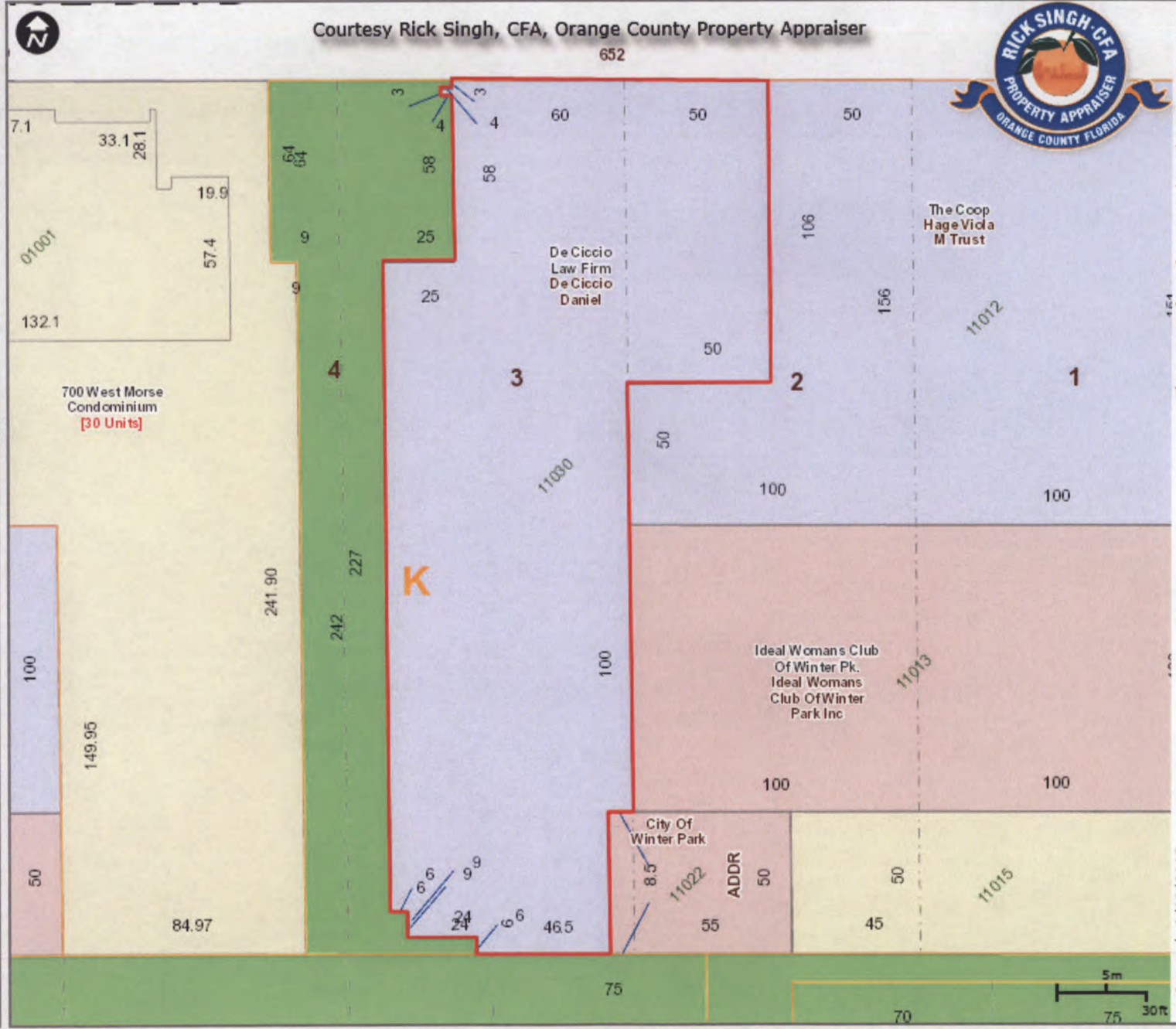
AND LESS

A tract of land lying in Lot 3, Block K, CAPEN'S ADDITION TO WINTER PARK, according to the plat thereof as recorded in Plat Book "A", Page 95, Public Records of Orange County, Florida, and more particularly described as follows:

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- Florida turnpike
- Interstate 4
- Toll Road
- Major Roads
- Public Roads
- Gated Roads
- Road Under Construction
- Proposed Road
- US Road
- State Road
- County Road
- One Way
- Brick 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
- E Block Number
- 6 Lot Number
- 06060 Parcel Number
- 3106 Parcel Address
- 111.9 Parcel Dimension



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

Created: 8/18/2015

OCPA Web Map

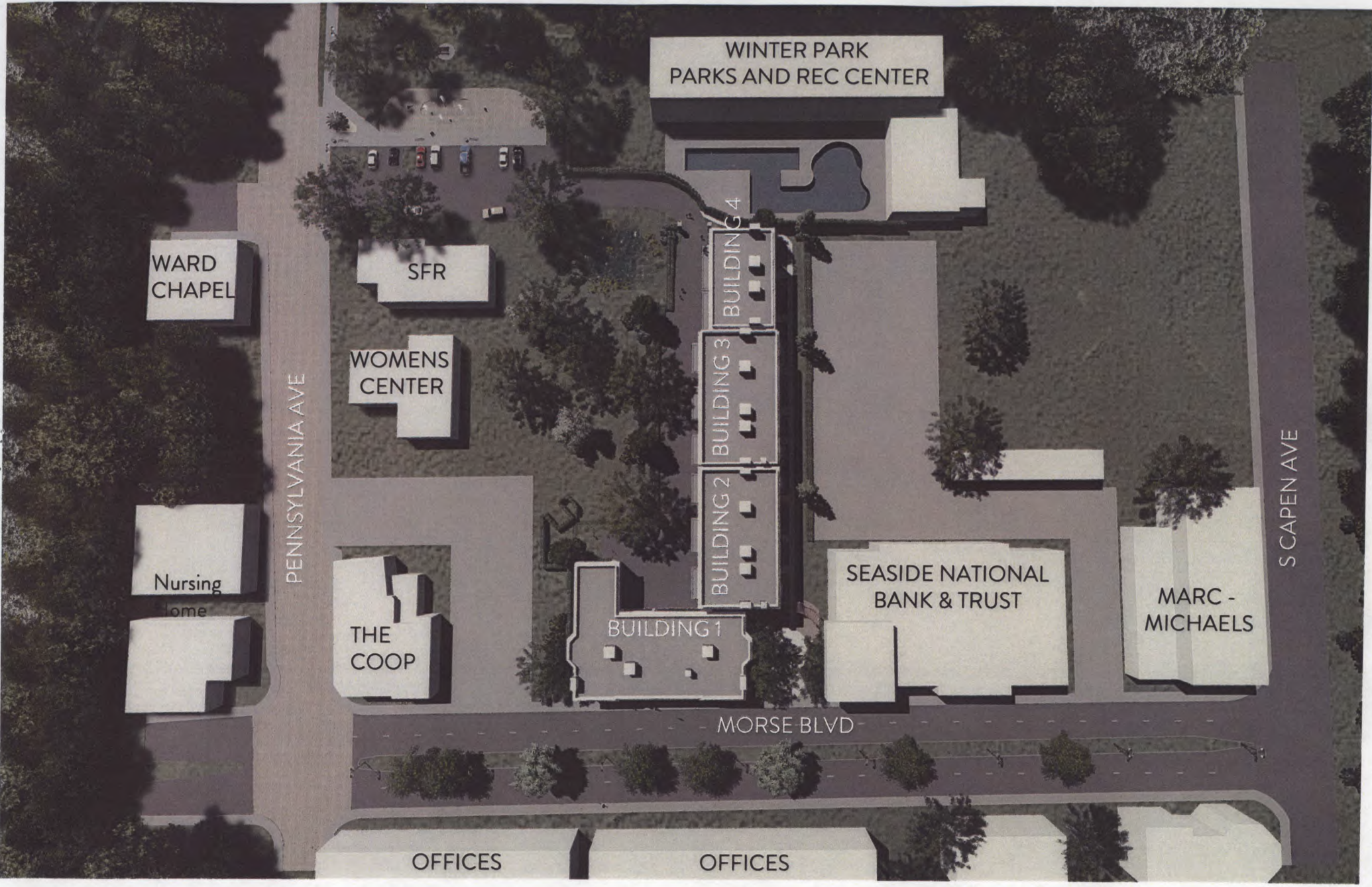
	Major Roads		Proposed Road		Residential		Commercial/Industrial/Vacant Land		Parks	6	Lot Number
	Florida Turnpike		Public Roads		Brick Road		Agriculture		Lakes and Rivers	06060	Parcel Number
	Interstate 4		Gated Roads		Block Line		Commercial/Institutional		Building	3106	Parcel Address
	Toll Road		Road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

Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 8/18/2015

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



WARD
CHAPEL

SFR

WOMENS
CENTER

Nursing
home

THE
COOP

BUILDING 1

BUILDING 2

BUILDING 3

BUILDING 4

WINTER PARK
PARKS AND REC CENTER

SEASIDE NATIONAL
BANK & TRUST

MARC -
MICHAELS

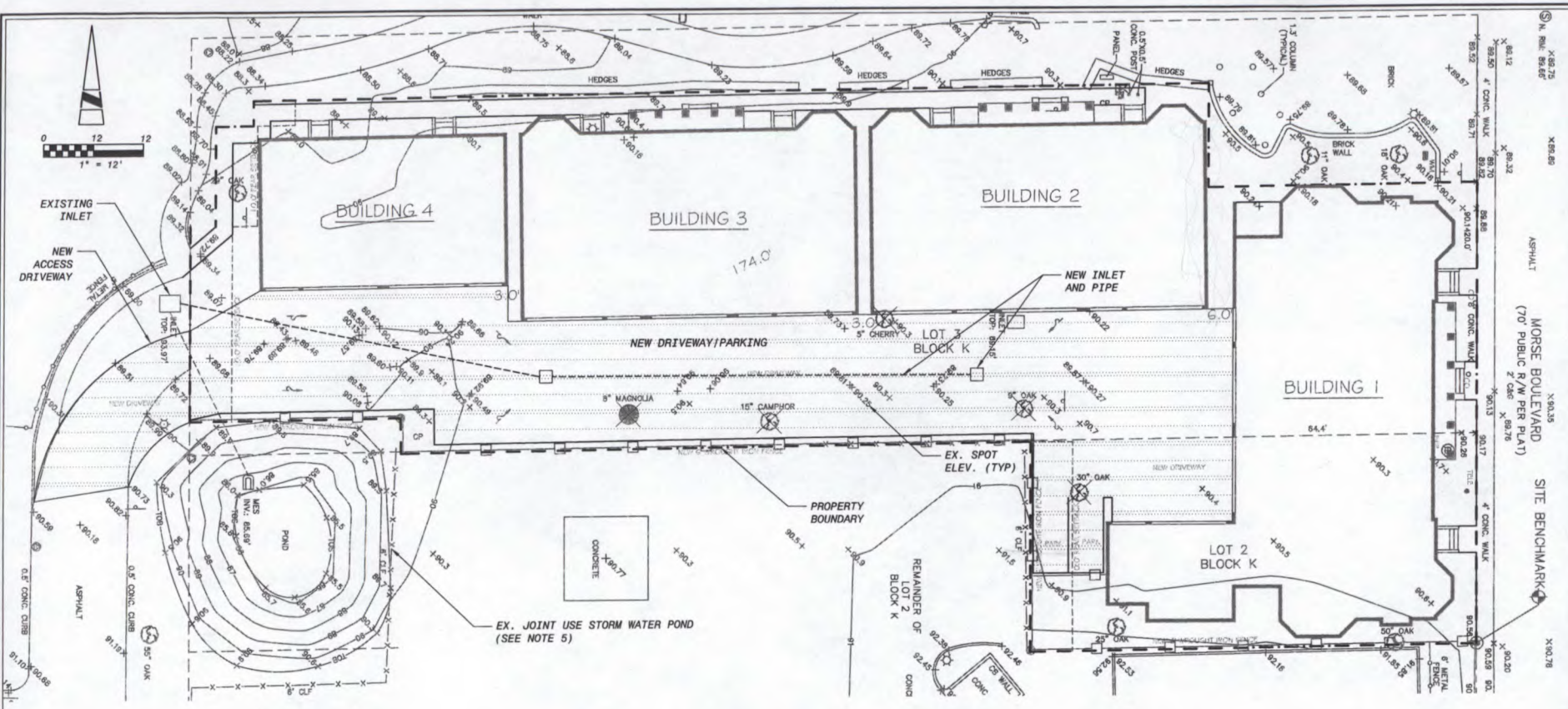
MORSE BLVD

OFFICES

OFFICES

PENNSYLVANIA AVE

SCAPEN AVE



SITE AREA AND RATIO CALCULATIONS

Item	Existing	Proposed
Total Site	29,190	29,190
Impervious		
Building	3,207	15,552
Patio and Walkways	1,570	1,480
Driveway/Parking	10,584	7,720
Total, Impervious	15,361	24,752
Impervious Ratio	53%	85%

REQUIRED RETENTION VOLUME CALCULATIONS

Basin Number	Basin Description	Area, sf	Rainfall, inch	Volume, cf
1	Site	24,752	0.5	1,031
Joint Use Pond Volume (adequate volume in pond)				7,263

NOTES:

- EXISTING SITE INFORMATION BASED ON BOUNDARY AND TOPOGRAPHICAL SURVEY BY HLSM, LLC SURVEYS (DATED 6/28/15). REFER TO THIS DOCUMENT FOR ADDITIONAL INFORMATION REGARDING PROPERTY LEGAL DESCRIPTIONS, FLOOD ZONE AND BENCHMARKS.
- MATCH EXISTING GRADE AT PROPERTY LINE.
- CALCULATIONS FOR IMPERVIOUS AREA INCLUDE ROOF/HOMES, SIDEWALKS AND DRIVEWAY.
- CALCULATIONS FOR RETENTION VOLUME IN ACCORDANCE WITH SECTION 58, CITY OF WINTER PARK CODE OR ORDINANCES FOR CENTRAL BUSINESS DISTRICT (RETENTION OF 0.5" OVER IMPERVIOUS AREA).
- STORM WATER VOLUME (RETENTION) PROVIDED BY JOINT STORM WATER POND IN ACCORDANCE WITH DEVELOPMENT AGREEMENT DATED 1995 (OR/BK 4973; PG 2833).

LEGEND

- COUNTOUR
- 91.20 SPOT ELEVATION
- FLOW DIRECTION
- PROPERTY BOUNDARY

Signature: Richard D. Wilson, P.E.
License Number: 42807

Date: _____

REV	DATE	BY	CHK	APP	DESC

**PHIL KEAN
DESIGNS, INC.**

**652 W. MORSE BOULEVARD
DRAINAGE CONCEPT PLAN
MORSE - PENNSYLVANIA BROWNSTONES**

PRW GROUP, LLC
1891 Lake Spot Drive, Winter Park, Florida 32789
Phone: (407) 721-6954 Fax: (407) 657-5047
CERTIFICATE OF AUTHORIZATION NUMBER: 27490

DRAWING NUMBER
D-1

DWELLING / GARAGE SEPARATION (TABLE R302.6)	
SEPARATION	MATERIAL
FROM RESIDENCE AND ATTICS	NOT LESS THAN 5 INCH GYPSUM BOARD OR EQUIVALENT TO THE GARAGE SIDE
FROM HABITABLE ROOMS ABOVE GARAGE	NOT LESS THAN 1/2 INCH TYPE X GYPSUM BOARD OR EQUIVALENT
STRUCTURES/SUPPORTING FLOORING/CEILING ASSEMBLIES USED FOR SEPARATION REQUIRED BY THIS SECTION	NOT LESS THAN 5 INCH GYPSUM BOARD OR EQUIVALENT
GARAGES LOCATED LESS THAN 3 FEET FROM A DWELLING UNIT ON THE SAME LOT	NOT LESS THAN 5 INCH GYPSUM BOARD OR EQUIVALENT AFFIUED TO THE INTERIOR SIDE OF EXTERIOR WALLS THAT ARE WITHIN THIS AREA.

PLAN NOTES:

1. OPENINGS BETWEEN THE GARAGE AND RESIDENCE SHALL HAVE A 20 MIN. FIRE RATED DOOR OR SOLID WOOD DOOR NOT LESS THAN 1 AND 1/2 INCHES IN THICKNESS OR SOLID OR HONEYCOMB DOOR DOORS TO BE EQUIPPED WITH AUTOMATIC CLOSERS.

BUILDING # 1

UNIT #1

LOWER LEVEL

AC:	1165
GARAGE:	725
COV. PORCH:	63

UPPER LEVEL

AC:	1755
2 STORY AREA:	171
BALCONY:	39

TOTALS

AC:	2973
GARAGE:	725
COV. PORCH:	63
2 STORY AREA:	171
BALCONY:	39
TOTAL UNDER ROOF:	3952

UNIT #2

LOWER LEVEL

AC:	1322
GARAGE:	484
ENTRY PORCH:	107

UPPER LEVEL

AC:	1606
BALCONY:	156

TOTALS

AC:	3135
GARAGE:	484
ENTRY PORCH:	107
BALCONY:	156
TOTAL UNDER ROOF:	3609

UNIT #3

LOWER LEVEL

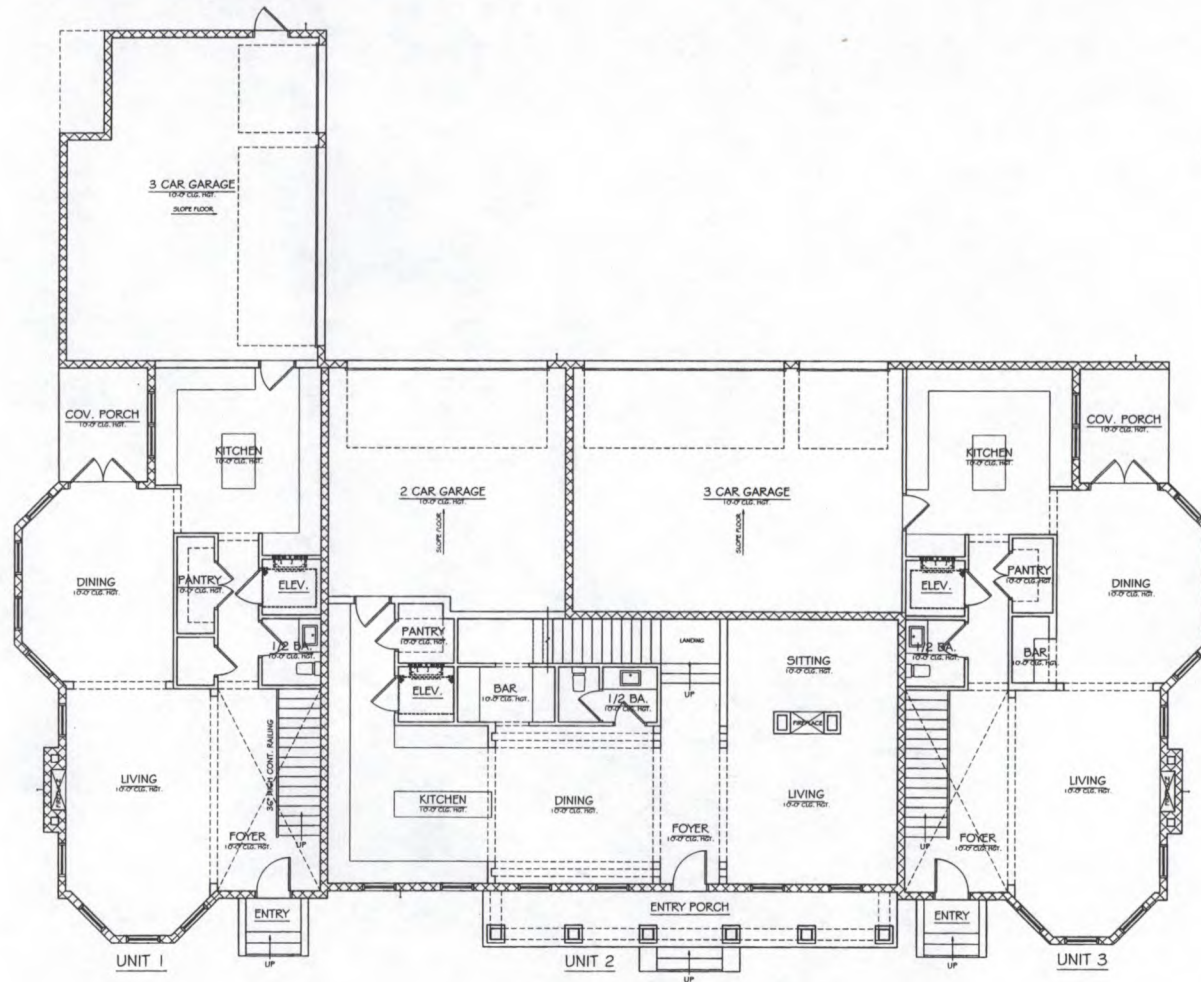
AC:	1166
GARAGE:	620
COV. PORCH:	63

UPPER LEVEL

AC:	1755
2 STORY AREA:	171
BALCONY:	39

TOTALS

AC:	2943
GARAGE:	620
COV. PORCH:	63
2 STORY AREA:	171
BALCONY:	39
TOTAL UNDER ROOF:	3567



#1 LOWER LEVEL FLOOR PLAN - NOTED

SCALE: 1/4" = 1'-0"

DESIGNER:

PAUL KEAN DESIGN GROUP
ARCHITECTURAL / CONSTRUCTION / INTERIOR
212 N. 4th Street, Suite 200
P.O. BOX 8888, NEW YORK, NY 10108
WWW.PKDG.COM

ENGINEER:

WINTER PARK ENGINEERING
1000 W. 10th Street, Suite 200
1000 W. 10th Street, Suite 200
MICHAEL J. BURDEN
PE # 11858
NYS 1302

PROJECT:

MORSE & PENNSYLVANIA
BROWNSTONES

PLAN HISTORY

DATE	DESC.
07-09-15	SCHEMATIC # 1
07-14-15	SCHEMATIC # 2

SHEET DATA:

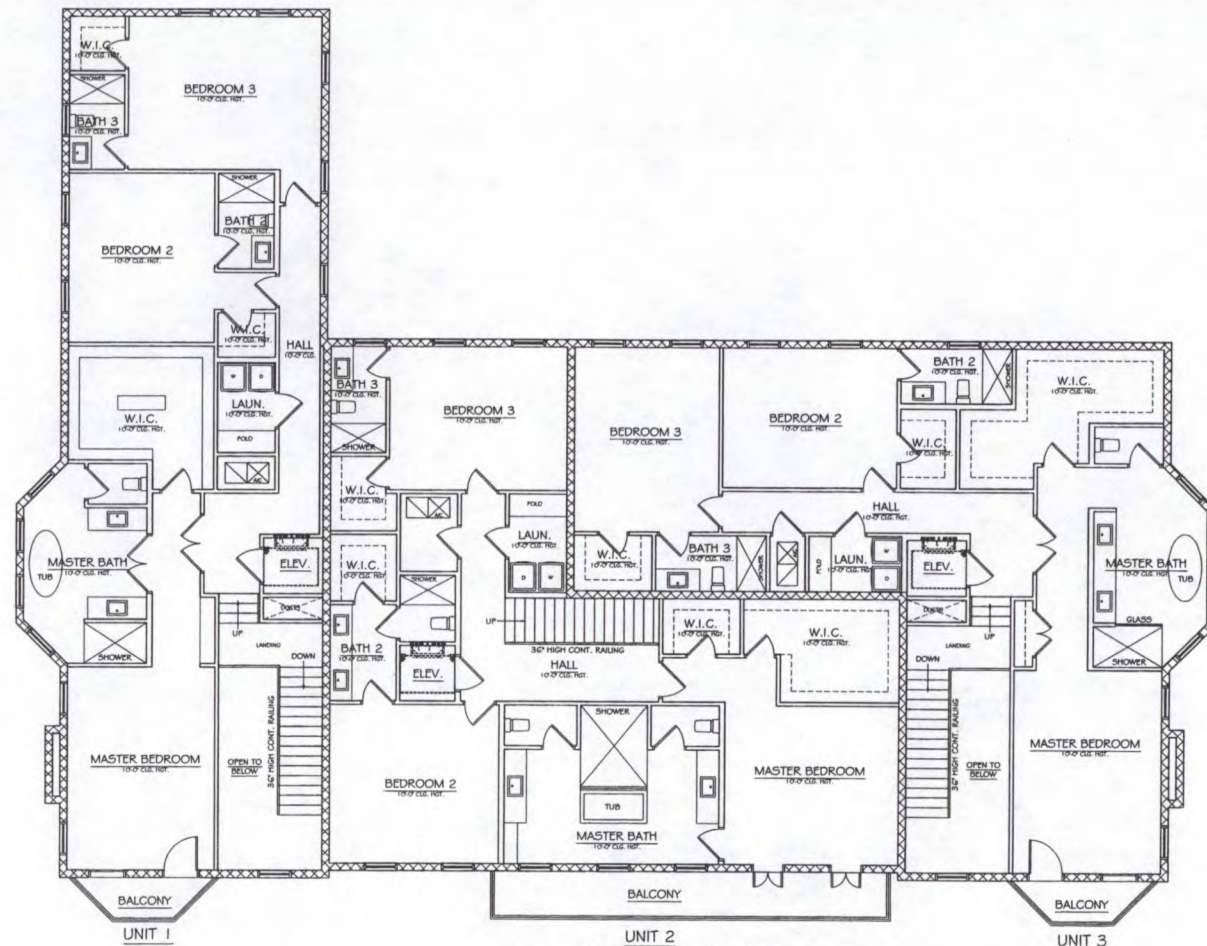
DESIGNED BY: PHIL KEAN
DRAWN BY:

SHEET DESC.:

BUILDING 1
LOWER LEVEL
FLOOR PLAN
NOTED
SHEET

1.2

BUILDING # 1	
UNIT #1	
LOWER LEVEL	
AC:	1166
GARAGE:	725
COV. PORCH:	63
UPPER LEVEL	
AC:	1785
2 STORY AREA:	171
BALCONY:	39
TOTALS	
AC:	2973
GARAGE:	725
COV. PORCH:	63
2 STORY AREA:	171
BALCONY:	39
TOTAL UNDER ROOF:	3952
UNIT #2	
LOWER LEVEL	
AC:	1322
GARAGE:	464
ENTRY PORCH:	167
UPPER LEVEL	
AC:	1806
BALCONY:	156
TOTALS	
AC:	3130
GARAGE:	464
ENTRY PORCH:	167
BALCONY:	156
TOTAL UNDER ROOF:	3609
UNIT #3	
LOWER LEVEL	
AC:	1166
GARAGE:	690
COV. PORCH:	63
UPPER LEVEL	
AC:	1755
2 STORY AREA:	171
BALCONY:	39
TOTALS	
AC:	2943
GARAGE:	690
COV. PORCH:	63
2 STORY AREA:	171
BALCONY:	39
TOTAL UNDER ROOF:	3567



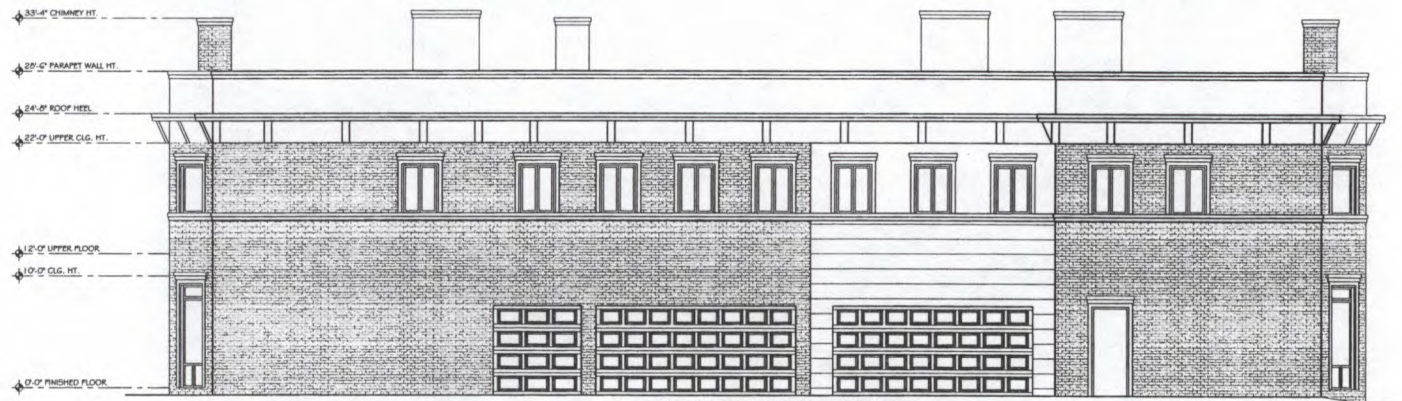
#1 UPPER LEVEL FLOOR PLAN - NOTED
SCALE: 1/4" = 1'-0"

DESIGNER:	DILL KIAN DESIGN GROUP ARCHITECTURAL / CONSTRUCTION / INTERIOR 400 E. 12th Street, Suite 100 PHILADELPHIA, PA 19107 PH: 412-233-1234 FAX: 412-233-1235 WWW.DILLKIANDESIGN.COM
ENGINEER:	WHITNEY BAKER ENGINEERING INC. 1000 E. 12th Street, Suite 100 PHILADELPHIA, PA 19107 MICHAEL J. BUDEN P.E. & S.E.
PROJECT:	MORSE & PENNSYLVANIA BROWNSTONES
PLAN HISTORY	DATE DESC.: 07-09-15 SCHEMATIC #1 07-14-15 SCHEMATIC #2
SHEET DATA:	DESIGNED BY: PHEL KEAN DRAWN BY:
SHEET DESC.:	BUILDING: 1 UPPER LEVEL FLOOR PLAN NOTED
SHEET	1.4



MORSE BUILDING FRONT (NORTH)

SCALE: 1/4" = 1'-0"



MORSE BUILDING REAR (SOUTH)

SCALE: 1/4" = 1'-0"

DESIGNER:

PHIL KEANE DESIGN GROUP
ARCHITECTS / INTERIORS / LANDSCAPE ARCHITECTS
412 S. 4th Street, Suite 200
Pittsburgh, PA 15222 Tel: 412.281.8833
www.philkeanedesign.com

ENGINEER:

WINTERS, KANE, INCORPORATING
1015 UNIVERSITY CITY CENTER DRIVE, SUITE 200
PITTSBURGH, PA 15206
MICHAEL J. BURDEN
PECA 15008
BOL 33026

PROJECT:

MORSE & PENNSYLVANIA
BROWNSTONES

PLAN HISTORY

DATE	DESC.:
07/08/15	SCHEMATIC #1
07/14/15	SCHEMATIC #2

SHEET DATA:

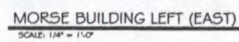
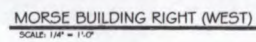
DESIGNED BY:
PHIL KEANE
DRAWN BY:

SHEET DESC.:

BUILDING 1
FRONT & REAR
ELEVATIONS

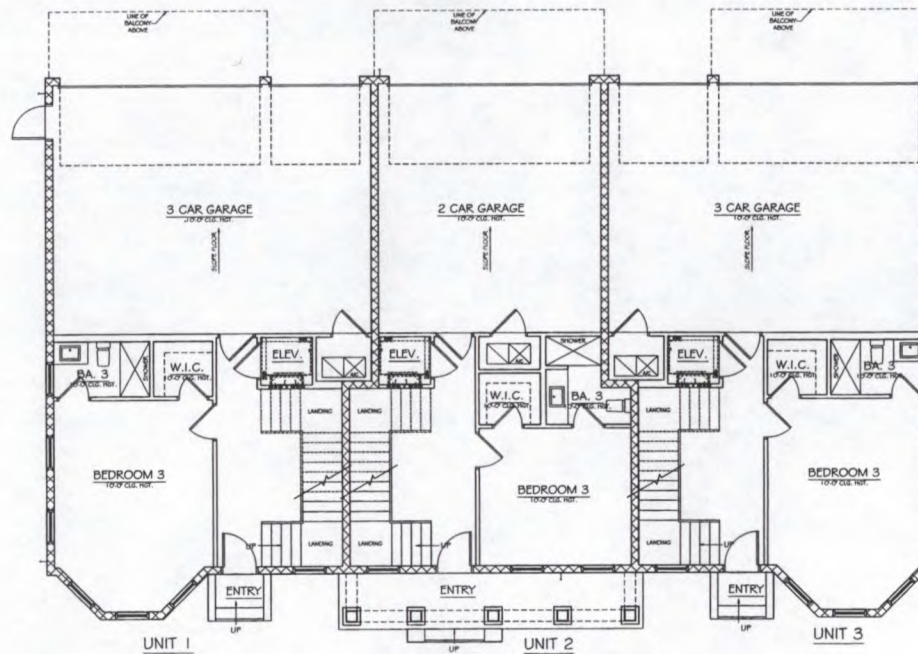
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2.0



2.1

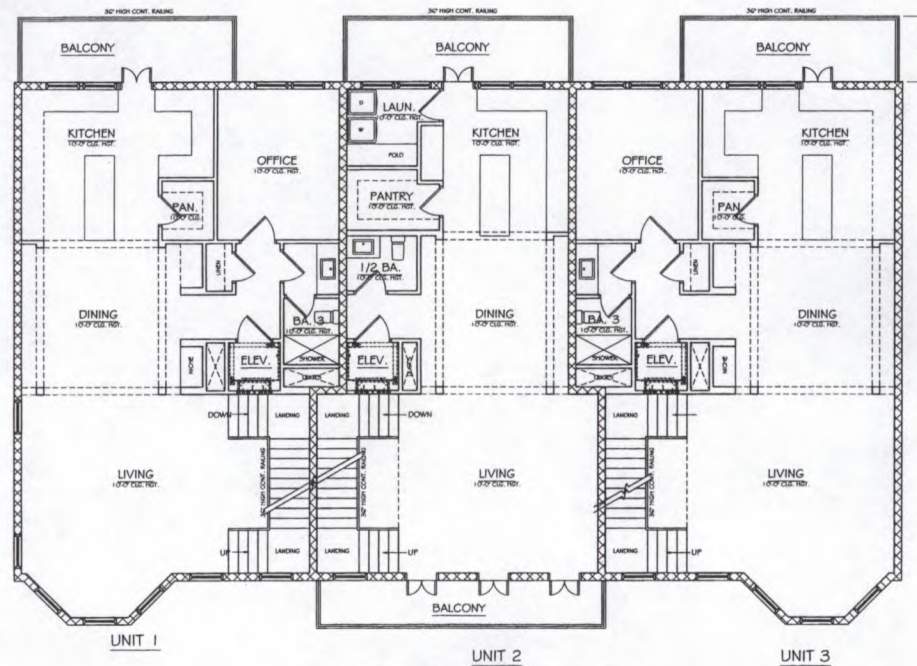
BUILDING # 2	
UNIT #1	
LOWER LEVEL	
AC:	636
GARAGE:	708
MIDDLE LEVEL	
AC:	1328
BALCONY:	122
UPPER LEVEL	
AC:	1217
PROFIT BALCONY:	39
2 STORY AREA:	73
TOTALS	
AC:	3161
GARAGE:	708
2 STORY AREA:	73
TOTAL UNDER ROOF:	3960
BALCONY:	195
UNIT #2	
LOWER LEVEL	
AC:	553
GARAGE:	498
COVERED ENTRY:	137
MIDDLE LEVEL	
AC:	1091
BALCONY:	128
UPPER LEVEL	
AC:	963
2 STORY AREA:	88
TOTALS	
AC:	2567
GARAGE:	498
2 STORY AREA:	88
COVERED ENTRY:	137
TOTAL UNDER ROOF:	3290
BALCONY:	128
UNIT #3	
LOWER LEVEL	
AC:	636
GARAGE:	708
MIDDLE LEVEL	
AC:	1328
BALCONY:	122
UPPER LEVEL	
AC:	1202
2 STORY AREA:	88
TOTALS	
AC:	3164
GARAGE:	708
2 STORY AREA:	88
TOTAL UNDER ROOF:	3960
BALCONY:	122



#2 LOWER LEVEL FLOOR PLAN - NOTED
SCALE: 1/4" = 1'-0"

DESIGNER:	PAUL KEAN DESIGN GROUP ARCHITECTS 100 N. 10TH ST. SUITE 100 PHILADELPHIA, PA 19107 TEL: 215-592-1000 WWW.PKDG.COM
ENGINEER:	WHITFIELD ASSOCIATES, INC. 100 N. 10TH ST. SUITE 100 PHILADELPHIA, PA 19107 TEL: 215-592-1000 WWW.WFA-PA.COM MICHAEL J. BURDEN P.E. 000000000000000000
PROJECT:	MORSE & PENNSYLVANIA BROWNSTONES
PLAN HISTORY	DATE DESC.: 07/01/15 SCHEMATIC #1 07/14/15 SCHEMATIC #2 07/14/15 SCHEMATIC #3
SHEET DATA:	DESIGNED BY: P.K. KEAN DRAWN BY:
SHEET DESC.:	BUILDING 2 LOWER LEVEL FLOOR PLAN
SHEET	1.2

BUILDING # 2		
UNIT #1		
LOWER LEVEL		
A/C:	636	
GARAGE:	706	
MIDDLE LEVEL		
A/C:	1326	
BALCONY:	122	
UPPER LEVEL		
A/C:	1217	
FRONT BALCONY:	39	
2 STORY AREA:	73	
TOTALS		
A/C:	3181	
GARAGE:	706	
2 STORY AREA:	73	
TOTAL UNDER ROOF:	3960	
BALCONY:	195	
UNIT #2		
LOWER LEVEL		
A/C:	953	
GARAGE:	496	
COVERED ENTRY:	137	
MIDDLE LEVEL		
A/C:	1051	
BALCONY:	126	
UPPER LEVEL		
A/C:	963	
2 STORY AREA:	66	
TOTALS		
A/C:	2567	
GARAGE:	496	
2 STORY AREA:	66	
COVERED ENTRY:	137	
TOTAL UNDER ROOF:	3290	
BALCONY:	126	
UNIT #3		
LOWER LEVEL		
A/C:	636	
GARAGE:	706	
MIDDLE LEVEL		
A/C:	1326	
BALCONY:	122	
UPPER LEVEL		
A/C:	1202	
2 STORY AREA:	66	
TOTALS		
A/C:	3164	
GARAGE:	706	
2 STORY AREA:	66	
TOTAL UNDER ROOF:	3960	
BALCONY:	122	

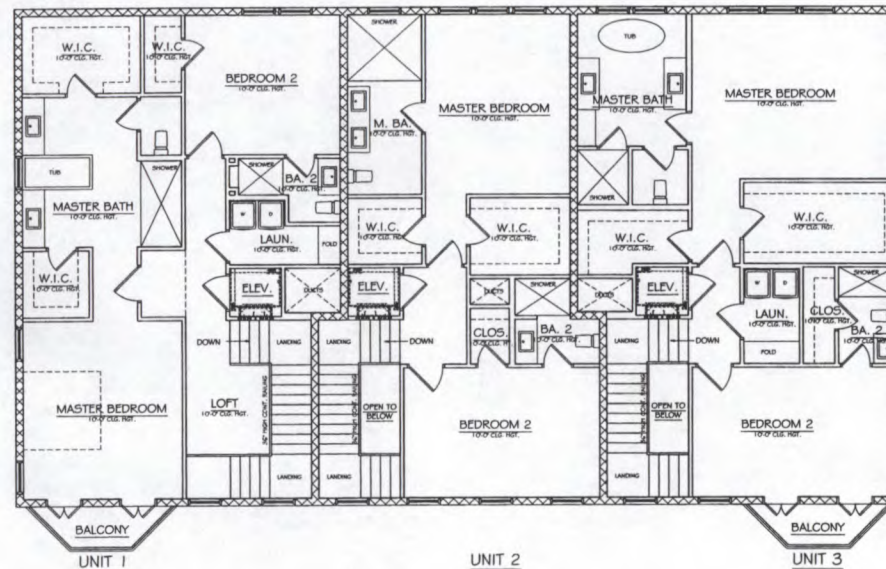


#2 MIDDLE LEVEL FLOOR PLAN - NOTED

SCALE: 1/8" = 1'-0"

DESIGNER:	PAUL SEAN DALTON CREATIVE
ENGINEER:	WINTER PARK ENGINEERING
PROJECT:	MORSE & PENNSYLVANIA BROWNSTONES
PLAN HISTORY	DATE DESC.
	07-08-15 SCHEMATIC #1
	07-14-15 SCHEMATIC #2
SHEET DATA:	DESIGNED BY: PAUL SEAN
	DRAWN BY:
SHEET DESC.:	BUILDING 2 MIDDLE LEVEL FLOOR PLAN NOTED
SHEET	1.4

BUILDING # 2	
UNIT #1	
LOWER LEVEL	
AC:	636
GARAGE:	706
MIDDLE LEVEL	
AC:	1326
BALCONY:	122
UPPER LEVEL	
AC:	1217
FRONT BALCONY:	50
2 STORY AREA:	73
TOTALS	
AC:	3161
GARAGE:	706
2 STORY AREA:	73
TOTAL UNDER ROOF:	3960
BALCONY:	195
UNIT #2	
LOWER LEVEL	
AC:	553
GARAGE:	490
COVERED ENTRY:	137
MIDDLE LEVEL	
AC:	1091
BALCONY:	126
UPPER LEVEL	
AC:	963
2 STORY AREA:	66
TOTALS	
AC:	2567
GARAGE:	490
2 STORY AREA:	66
COVERED ENTRY:	137
TOTAL UNDER ROOF:	3290
BALCONY:	126
UNIT #3	
LOWER LEVEL	
AC:	636
GARAGE:	706
MIDDLE LEVEL	
AC:	1326
BALCONY:	122
UPPER LEVEL	
AC:	1208
2 STORY AREA:	66
TOTALS	
AC:	3164
GARAGE:	706
2 STORY AREA:	66
TOTAL UNDER ROOF:	3960
BALCONY:	122

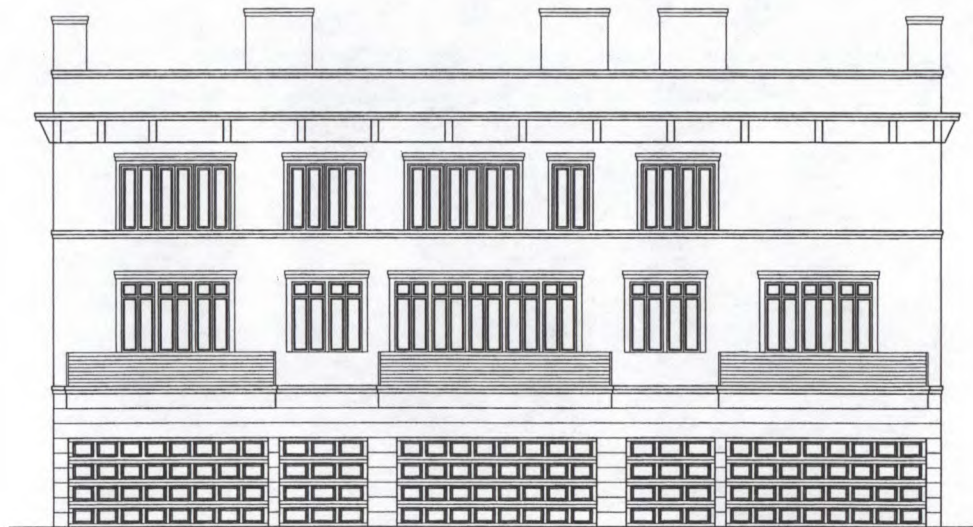


#2 UPPER LEVEL FLOOR PLAN - NOTED
SCALE: 1/8" = 1'-0"

DESIGNER:	PAUL KEAM DESIGN GROUP ARCHITECTS 1111 N. 10TH AVE., SUITE 100 PHILADELPHIA, PA 19107 TEL: 215-595-1234 WWW.PAULKEAMDESIGNGROUP.COM
ENGINEER:	WINTERS, KASSEL & ASSOCIATES, INC. STRUCTURAL ENGINEERS 1111 N. 10TH AVE., SUITE 100 PHILADELPHIA, PA 19107 TEL: 215-595-1234 WWW.WINTERSKASSEL.COM
PROJECT:	MORSE & PENNSYLVANIA BROWNSTONES
PLAN HISTORY	
DATE	DESC.
07-09-13	SCHEMATIC #1
07-14-13	SCHEMATIC #2
SHEET DATA:	
DESIGNED BY:	PAUL KEAM
DRAWN BY:	
SHEET DESC.:	
BUILDING 2 UPPER LEVEL FLOOR PLAN NOTED	
SHEET	
1.6	



BUILDING #2 FRONT (WEST)



DESIGNER:

PHIL KEAN DESIGN GROUP
ARCHITECTURE / CONSTRUCTION / INTERIORS

912 W. Parkside Avenue
Indian Park, Nevada 89139
PH 457-5396-3822 FAX 457-6296-2542

WWW.PHILKEANDSIGN.COM

ENGINEER:

**WINTER PARK ENGINEERING
SERVICES, LLC**
1011 W. VALLEYVIEW AVE. WINTER PARK, CO. 81091
CERTIFICATE OF AUTHORIZATION 38047 3/2009

MICHAEL J. BURDEN
PE# 61628
DATE: 3/20/09

PROJECT:

MORSE & PENNSYLVANIA
BROWNSTONES

PLAN HISTORY

DATE	DESC.:
07-08-15	SCHEMATIC # 1
07-14-15	SCHEMATIC # 2

SHEET DATA:

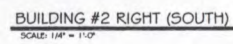
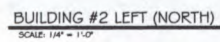
DESIGNED BY:
PHIL KEAN
DRAWN BY:

SHEET DESC.:

BUILDING 2
FRONT & REAR
ELEVATIONS

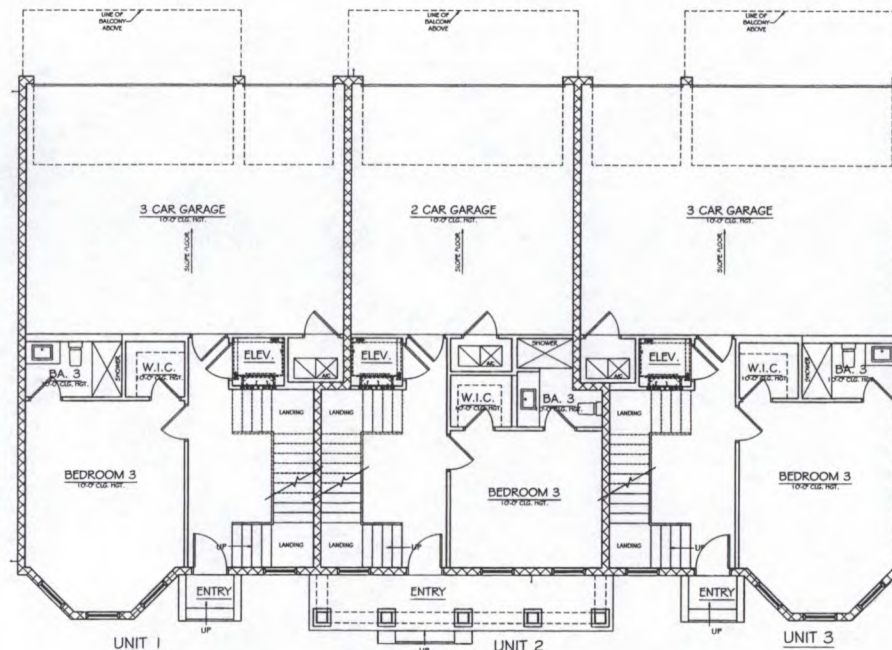
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2.1

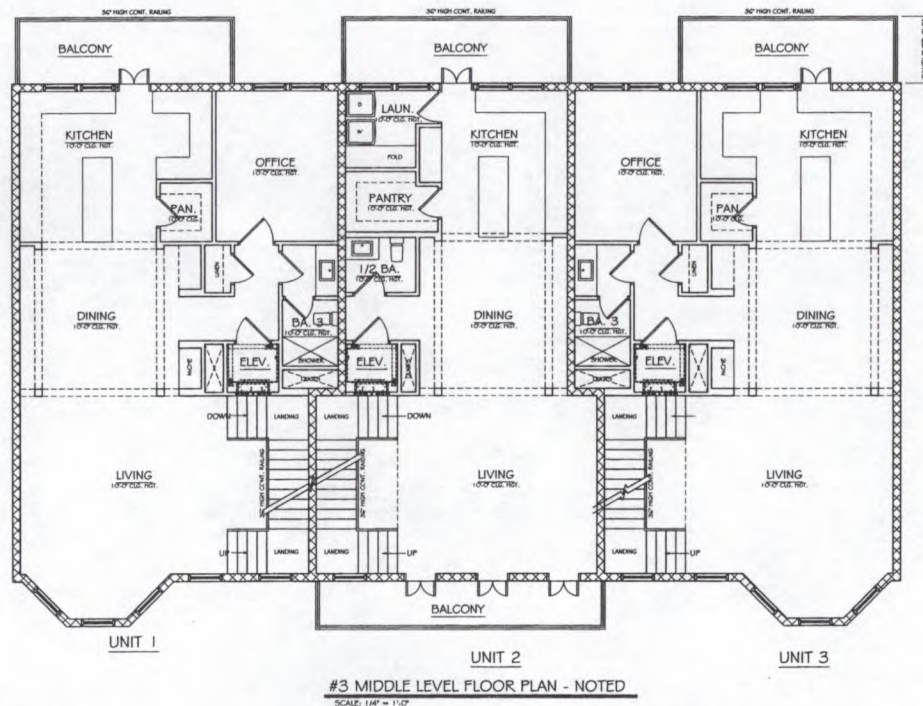
BUILDING # 3	
UNIT #1	
LOWER LEVEL	
AC:	636
GARAGE:	706
MIDDLE LEVEL	
AC:	1326
BALCONY:	122
UPPER LEVEL	
AC:	1202
FRONT BALCONY:	39
2 STORY AREA:	66
TOTALS	
AC:	3166
GARAGE:	706
2 STORY AREA:	66
TOTAL UNDER ROOF:	3960
BALCONY:	195
UNIT #2	
LOWER LEVEL	
AC:	553
GARAGE:	490
COVERED ENTRY:	137
MIDDLE LEVEL	
AC:	1051
BALCONY:	126
UPPER LEVEL	
AC:	963
2 STORY AREA:	66
TOTALS	
AC:	2567
GARAGE:	490
2 STORY AREA:	66
COVERED ENTRY:	137
TOTAL UNDER ROOF:	3280
BALCONY:	126
UNIT #3	
LOWER LEVEL	
AC:	636
GARAGE:	706
MIDDLE LEVEL	
AC:	1326
BALCONY:	122
UPPER LEVEL	
AC:	1202
2 STORY AREA:	66
TOTALS	
AC:	3164
GARAGE:	706
2 STORY AREA:	66
TOTAL UNDER ROOF:	3960
BALCONY:	122



#3 LOWER LEVEL FLOOR PLAN - NOTED
SCALE: 1/4" = 1'-0"

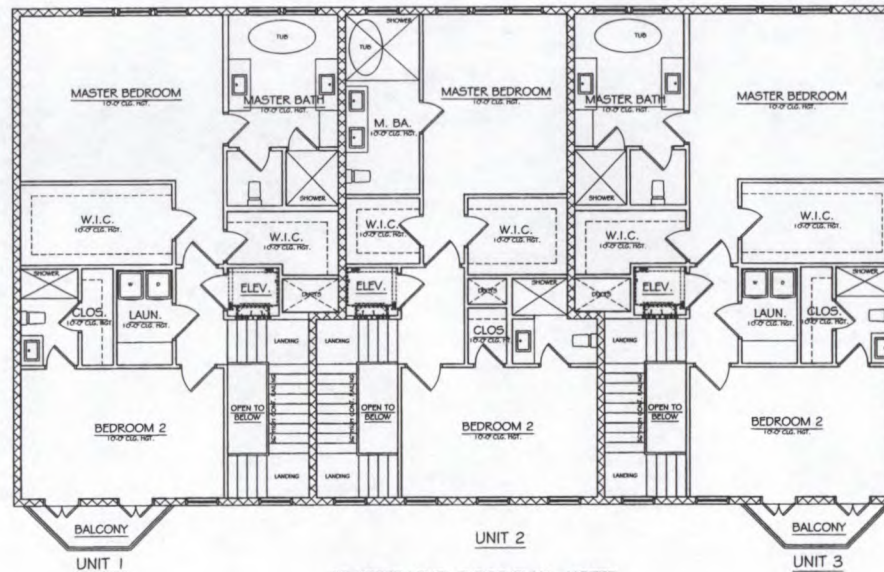
DESIGNER:	PHIL KEAN DESIGN GROUP
ENGINEER:	WINTER, KASE ENGINEERING
PROJECT:	MORSE & PENNSYLVANIA BROWNSTONES
PLAN HISTORY	DATE DESC. 1
	02-08-15 SCHEMATIC #1
	02-14-15 SCHEMATIC #2
SHEET DATA:	DESIGNED BY: PHIL KEAN
	DRAWN BY:
SHEET DESC.:	BUILDING 3 LOWER LEVEL FLOOR PLAN NOTED
SHEET	1.2

BUILDING # 3	
UNIT #1	
LOWER LEVEL	
AC:	636
GARAGE:	708
MIDDLE LEVEL	
AC:	1328
BALCONY:	122
UPPER LEVEL	
AC:	1202
FRONT BALCONY:	39
2 STORY AREA:	66
TOTALS	
AC:	3166
GARAGE:	708
2 STORY AREA:	66
TOTAL UNDER ROOF:	3960
BALCONY:	195
UNIT #2	
LOWER LEVEL	
AC:	963
GARAGE:	496
COVERED ENTRY:	137
MIDDLE LEVEL	
AC:	1051
BALCONY:	128
UPPER LEVEL	
AC:	963
2 STORY AREA:	66
TOTALS	
AC:	2567
GARAGE:	496
2 STORY AREA:	66
COVERED ENTRY:	137
TOTAL UNDER ROOF:	3290
BALCONY:	128
UNIT #3	
LOWER LEVEL	
AC:	636
GARAGE:	708
MIDDLE LEVEL	
AC:	1328
BALCONY:	122
UPPER LEVEL	
AC:	1202
2 STORY AREA:	66
TOTALS	
AC:	3164
GARAGE:	708
2 STORY AREA:	66
TOTAL UNDER ROOF:	3960
BALCONY:	122



DESIGNER:	PHIL KEAN DESIGN GROUP ARCHITECTURAL CONSULTING & DESIGN 212 E. 4th Ave., Suite 100 P.O. Box 200, Erie, PA 16501-0200 www.philkeandesign.com
ENGINEER:	WINTEK TASK ENGINEERING 1000 E. 1st Ave., Suite 100 Erie, PA 16501-0100 MICHAEL J. BURDEN P.E. # 1000 DOB: 1/20/1971
PROJECT:	MORSE & PENNSYLVANIA BROWNSTONES
PLAN HISTORY	DATE DESC.: 07-08-15 SCHEMATIC # 1 07-14-15 SCHEMATIC # 2
SHEET DATA:	DESIGNED BY: PHIL KEAN DRAWN BY:
SHEET DESC.:	BUILDING 3 MIDDLE LEVEL FLOOR PLAN NOTED
SHEET	1.4

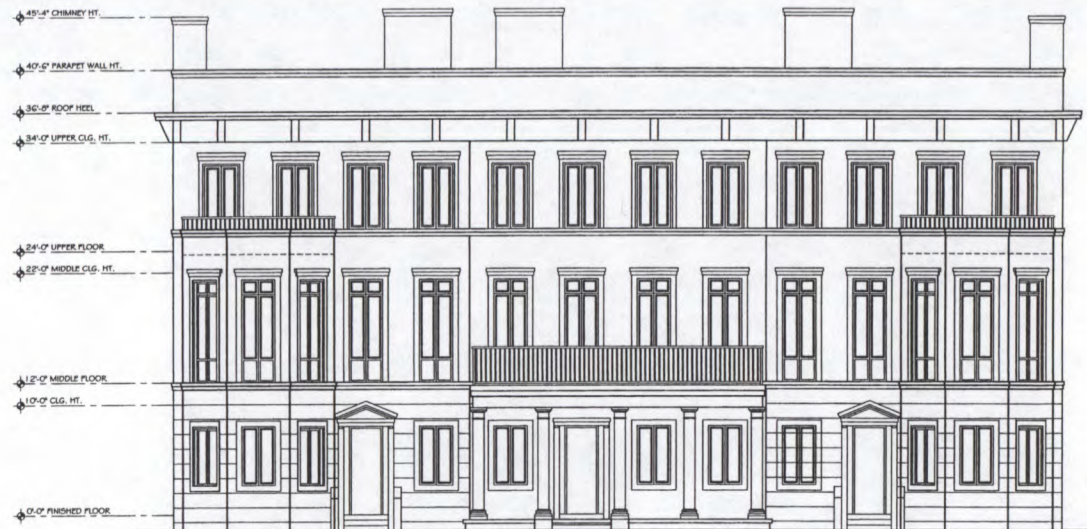
BUILDING # 3	
UNIT #1	
LOWER LEVEL	
A/C:	636
GARAGE:	708
MIDDLE LEVEL	
A/C:	1328
BALCONY:	122
UPPER LEVEL	
A/C:	1202
FRONT BALCONY:	35
2 STORY AREA:	66
TOTALS	
A/C:	3166
GARAGE:	708
2 STORY AREA:	66
TOTAL UNDER ROOF:	3960
BALCONY:	195
UNIT #2	
LOWER LEVEL	
A/C:	553
GARAGE:	498
COVERED ENTRY:	137
MIDDLE LEVEL	
A/C:	1061
BALCONY:	128
UPPER LEVEL	
A/C:	963
2 STORY AREA:	66
TOTALS	
A/C:	2567
GARAGE:	498
2 STORY AREA:	66
COVERED ENTRY:	137
TOTAL UNDER ROOF:	3290
BALCONY:	128
UNIT #3	
LOWER LEVEL	
A/C:	636
GARAGE:	708
MIDDLE LEVEL	
A/C:	1328
BALCONY:	122
UPPER LEVEL	
A/C:	1202
2 STORY AREA:	66
TOTALS	
A/C:	3164
GARAGE:	708
2 STORY AREA:	66
TOTAL UNDER ROOF:	3960
BALCONY:	122



#3 UPPER LEVEL FLOOR PLAN - NOTED

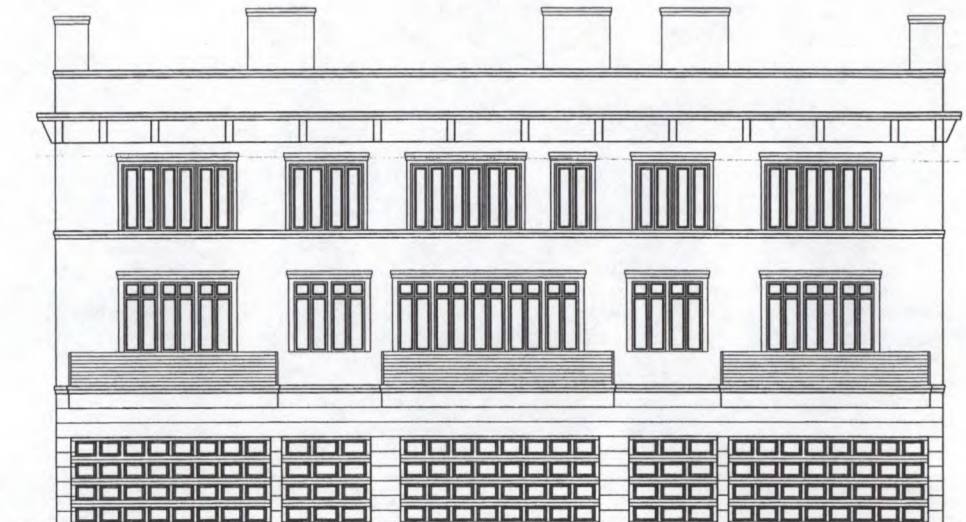
SCALE: 1/4" = 1'-0"

DESIGNER:	PAUL KRAMER DESIGN GROUP ARCHITECTS 1000 N. 10TH ST., SUITE 200 PHILADELPHIA, PA 19107 TEL: 215-595-1234 WWW.PKDG.COM
ENGINEER:	WINTER PARK ENGINEERING 1000 N. 10TH ST., SUITE 200 PHILADELPHIA, PA 19107 TEL: 215-595-1234 WWW.WPE.COM
PROJECT:	MORSE & PENNSYLVANIA BROWNSTONES
PLAN HISTORY	DATE DESC.: 07-09-15 SCHEMATIC #1 07-14-15 SCHEMATIC #2
SHEET DATA:	DESIGNED BY: PHIL KRAMER DRAWN BY:
SHEET DESC.:	BUILDING 3 MIDDLE LEVEL FLOOR PLAN NOTED
SHEET	1.6



BUILDING #3 FRONT (WEST)

SCALE: 1/4" = 1'-0"



BUILDING #3 REAR (SOUTH)

SCALE: 1/4" = 1'-0"

DESIGNER:

PHIL KEAN DESIGN GROUP
ARCHITECTS / INTERIORS / LANDSCAPE ARCHITECTS
212 E. 10th Street, Suite 100
P.O. Box 1000, Erie, PA 16501-1000
TEL: 814.399.1234 FAX: 814.399.1235
WWW.PHILKEANDSIGN.COM

ENGINEER:

WINTER KANE ENGINEERING
100 E. 10th Street, Suite 100
P.O. Box 1000, Erie, PA 16501-1000
TEL: 814.399.1234 FAX: 814.399.1235
WWW.PHILKEANDSIGN.COM

PROJECT:

MORSE & PENNSYLVANIA
BROWNSTONES

PLAN HISTORY

DATE	DESC.
07-09-13	SCHEMATIC #1
07-14-13	SCHEMATIC #2

SHEET DATA:

DESIGNED BY:
PHIL KEAN

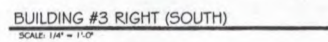
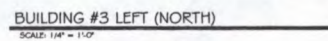
DRAWN BY:

SHEET DESC.:

BUILDING 3
FRONT & REAR
ELEVATIONS

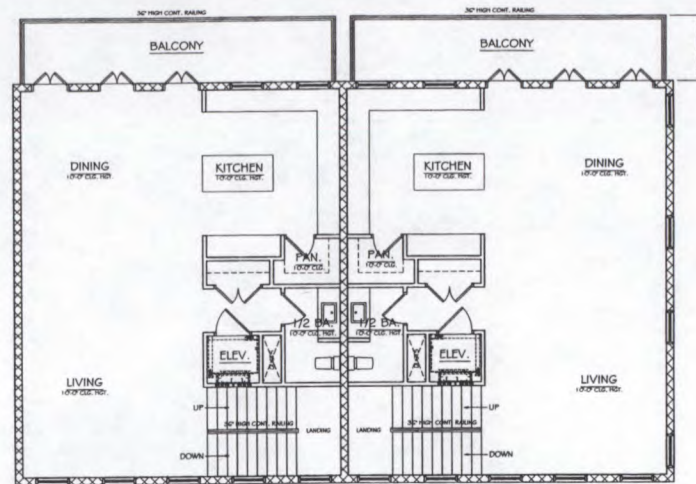
SHEET

2.0

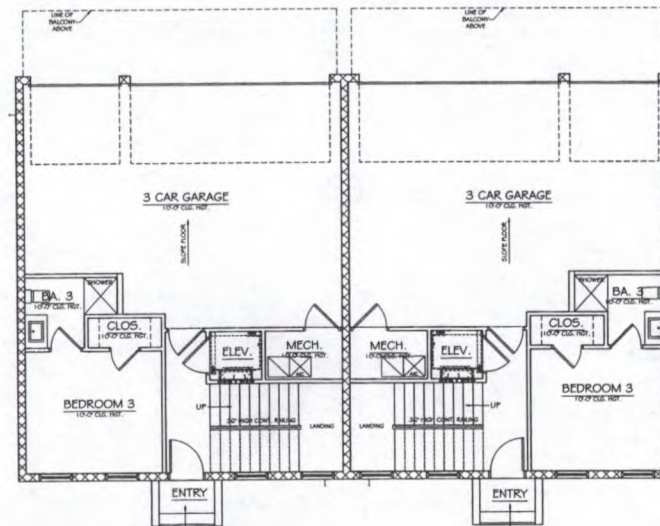


2.1

BUILDING # 4	
UNIT #1	
LOWER LEVEL	
AC:	450
GARAGE:	625
MIDDLE LEVEL	
AC:	1063
BALCONY:	170
UPPER LEVEL	
AC:	1063
TOTALS	
AC:	2624
GARAGE:	625
TOTAL UNDER ROOF:	3249
BALCONY:	170
UNIT #2	
LOWER LEVEL	
AC:	450
GARAGE:	625
MIDDLE LEVEL	
AC:	1063
BALCONY:	170
UPPER LEVEL	
AC:	1063
TOTALS	
AC:	2624
GARAGE:	625
TOTAL UNDER ROOF:	3249
BALCONY:	170



UNIT 1 UNIT 2
#4 MIDDLE LEVEL FLOOR PLAN - NOTED
SCALE: 1/4\"/>



UNIT 1 UNIT 2
#4 LOWER LEVEL FLOOR PLAN - NOTED
SCALE: 1/4\"/>

DESIGNER:

PAUL KAHN DESIGN GROUP
ARCHITECTS
111 S. 10th Street
P.O. Box 1000
Pittsburgh, PA 15222-1000
www.paulkahn.com

ENGINEER:

WINTERKAMP ENGINEERING
1000 North 10th Street
Pittsburgh, PA 15222-1000
MICHAEL J. BURDEN
PE # 81528
JES. 3.2012

PROJECT:

MORSE & PENNSYLVANIA
BROWNSTONES

PLAN HISTORY

DATE	DESC.
07-08-13	SCHEMATIC # 1
07-14-13	SCHEMATIC # 2

SHEET DATA:

DESIGNED BY: PPK, KAHN
DRAWN BY:

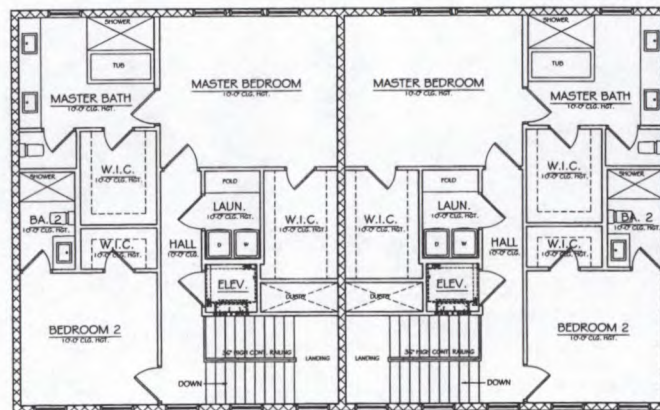
SHEET DESC.:

BUILDING 4
LOWER & MIDDLE
LEVEL FLOOR
PLANS NOTED

SHEET

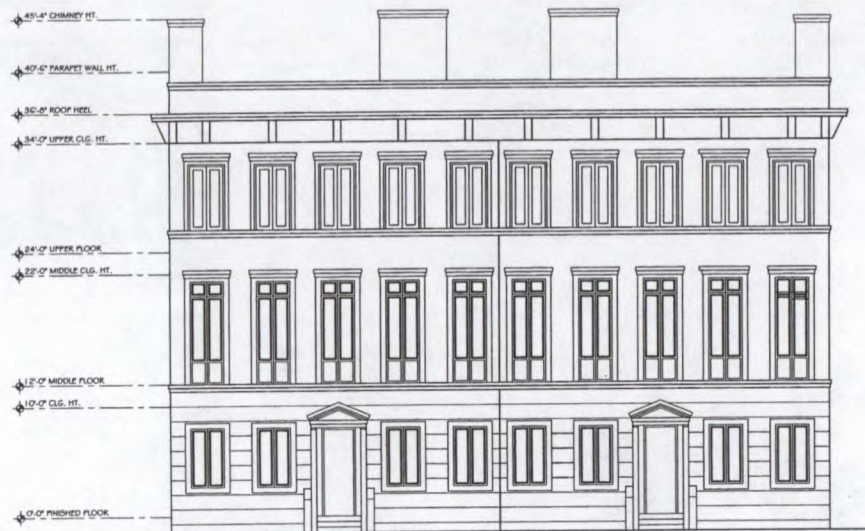
1.2

BUILDING # 4	
UNIT #1	
LOWER LEVEL	
A/C:	456
GARAGE:	625
MIDDLE LEVEL	
A/C:	1063
BALCONY:	170
UPPER LEVEL	
A/C:	1063
TOTALS	
A/C:	2624
GARAGE:	625
TOTAL UNDER ROOF:	3249
BALCONY:	170
UNIT #2	
LOWER LEVEL	
A/C:	456
GARAGE:	625
MIDDLE LEVEL	
A/C:	1063
BALCONY:	170
UPPER LEVEL	
A/C:	1063
TOTALS	
A/C:	2624
GARAGE:	625
TOTAL UNDER ROOF:	3249
BALCONY:	170



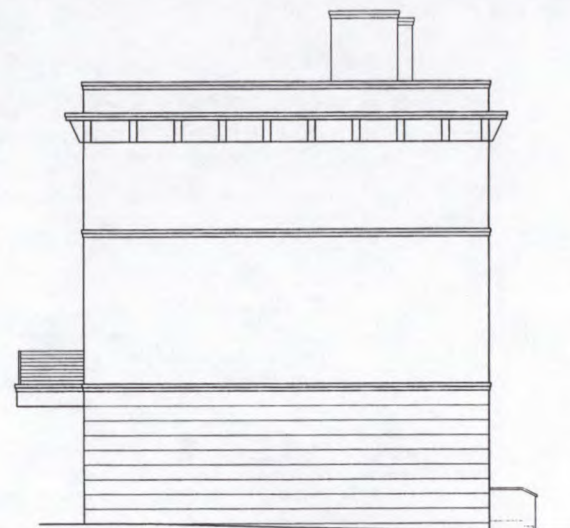
UNIT 1
UNIT 2
#4 UPPER LEVEL FLOOR PLAN - NOTED
SCALE: 1/4" = 1'-0"

DESIGNER:	PHIL KEAN DESIGN GROUP ARCHITECTS - INTERIORS - ENGINEERS 200 E. Main Street, Suite 200 P.O. Box 1000, New York, NY 10001 Tel: 212-279-2000, Fax: 212-279-2001 www.philkean.com
ENGINEER:	WHITTEK & ASSOCIATES, INC. 100 WEST 42ND STREET, SUITE 1000 NEW YORK, NY 10018-3603 MICHAEL J. BURDEN P.E. # 10000 SINCE 1980
PROJECT:	MORSE & PENNSYLVANIA BROWNSTONES
PLAN HISTORY	DATE DESC.: 07-09-15 SCHEMATIC # 1 07-14-15 SCHEMATIC # 2
SHEET DATA:	DESIGNED BY: PHIL KEAN DRAWN BY:
SHEET DESC.:	BUILDING 4 UPPER LEVEL FLOOR PLAN
SHEET	1.3



BUILDING #4 FRONT (WEST)

SCALE: 1/4" = 1'-0"



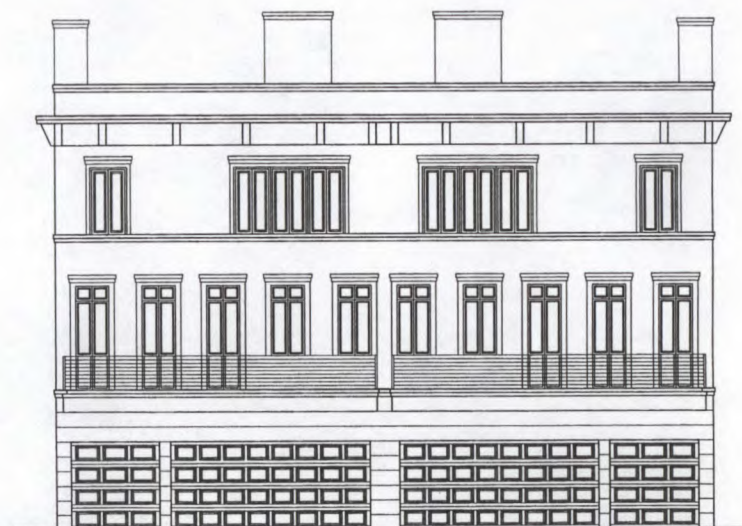
BUILDING #4 LEFT (NORTH)

SCALE: 1/4" = 1'-0"



BUILDING #4 RIGHT (SOUTH)

SCALE: 1/4" = 1'-0"



BUILDING #4 REAR (SOUTH)

SCALE: $1/4" = 1'-0"$

DESIGNER:

WILL KEAN DESIGN GROUP
STRUCTURE / CONSTRUCTION / INTERIORS
2-12 W. Parkside Avenue
Boulder, CO, 80501
303-440-5888 FAX 303-440-5888

ENGINEER:

WINTER PARK ENGINEERING
SERVICES, LLC
432 W. GARLAND AVE., WINTER PARK, CO 81091
CERTIFICATE OF AUTHORIZATION FROM 10/04/09

MICHAEL J. BURDEN
PCA-810208

PROJECT:

MORSE & PENNSYLVANIA
BROWNSTONES

PLAN HISTORY

DATE	DESC.:
07-08-15	SCHEMATIC # 1
07-14-15	SCHEMATIC # 2

SHEET DATA:

DESIGNED BY:
PHIL KEAN

SHEET DESC.:

BUILDING 4
ELEVATIONS

SHEET

2.0

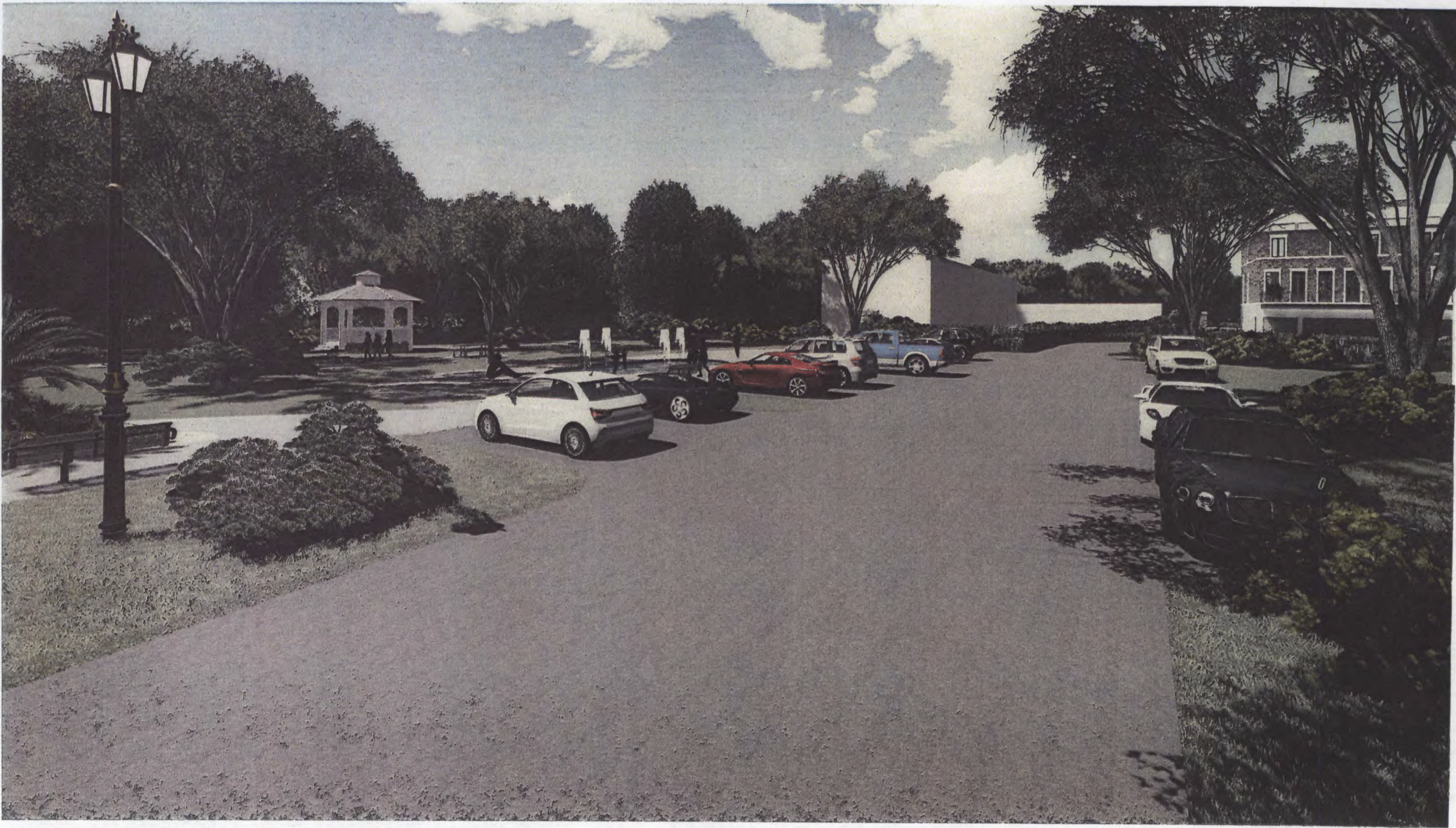


























city commission **public hearing**

item type	Public Hearing	meeting date	September 28, 2015
prepared by	Terry Hotard	approved by	<input checked="" type="checkbox"/> City Manager
department	Electric Utility		<input type="checkbox"/> City Attorney
division	Administration		<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input 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

1. Request to vacate 1999 Florida Power Corporation distribution easement (O.R.B. 5858 Page 2124)
2. Request to vacate 5' platted easement Block "G" Home Acres Subdivision

motion | recommendation

Approve the vacate request

Background

Sydgan Corporation has requested that the City vacate two (2) separate easements. The first is a 5' 1999 Florida Power Corporation distribution easement recorded in O.R.B. 5858 Page 2124. The second is a 5' platted easement recorded in 1926 as part of the Home Acres Subdivision. All utilities within the defined easement areas have been removed.

alternatives | other considerations

N/A

fiscal impact

None

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, VACATING AND ABANDONING THE 5 FOOT UTILITY EASEMENT LOCATED ON BLOCK "G" OF THE HOME ACRES SUBDIVISION AND THE 1999 FLORIDA POWER CORPORATION DISTRIBUTION EASEMENT, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has determined that the easement or part thereof is no longer needed by the City of Winter Park; and

WHEREAS, all utilities within the defined easement area have been removed.

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

Section 1. The City Commission of the City of Winter Park, Florida, does hereby vacate and abandon that certain utility easement located within Block "G" of the Home Acres Subdivision in Winter Park, Florida, more particularly described and attached as Exhibit "1."

Section 2. The City Commission of the City of Winter Park, Florida, does hereby vacate and abandon that certain 1999 Florida Power Corporation distribution easement, as recorded in O.R.B. 5858, Page 2124, of the Orange County Clerk of Court Public Records, being more particularly described as follows:

A 5 foot wide Easement Area defined as comprising the North 5 feet of the following described property.

Lot 13 and the South 25 feet of Lot 12, Block G, HOME ACRES, according to the plat thereof, as recorded in Plat Book M, Page 97, of the Pubic Records of Orange County, Florida.

Tax Parcel Number: 01-22-29-3712-07-130

Section 3. The legal description for the distribution easement is based on the grant of the Distribution Easement recorded in O.R.B. 5858, Page 2124, of the Orange County Clerk of Court Public Records; and the legal description for the utility easement is based on the survey performed by William F. Menard. The City Manager is authorized to execute such curative documents and to record the same as may be necessary to conform the vacation to the accurate legal description of the easement being vacated should error exists in the legal description.

A subsequently recorded vacation of this easement, if any, which is in the nature of a curative document necessary to conform the vacation of the easement to the accurate legal description of the easement being vacated, shall take precedence over the legal description provided herein, and any subsequently recorded curative document shall control with respect to the legal description of the easement being vacated. An accurate legal description of the easement being vacated is a condition of this vacation of the easement.

Section 4. All ordinances or portions of ordinances in conflict herewith are hereby repealed.

ADOPTED by the City Commission of the City of Winter Park, Florida, in a regular meeting assembled on the ____ day of _____, 2015.

Mayor Steve Leary

ATTEST:

Cynthia S. Bonham, City Clerk, MMC

Exhibit "1"

LEGAL DESCRIPTION:

RIGHT PORTION OF BLOCK G, AND THAT PORTION OF UNPLATTED LEWIS DRIVE, A VARIABLE WIDTH PUBLIC HIGHWAY, NAME ACRES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK M, PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 36 EAST; THENCE S60°33'38"E ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 1, TO A DISTANCE OF 248.88 FEET; THENCE LEAVING SAID WEST LINE ON LINE S89°50'28"E, A DISTANCE OF 638.0 FEET TO THE POINT OF BEGINNING; THENCE N89°50'28"E, A DISTANCE OF 254.90 FEET; THENCE S60°27'38"E, A DISTANCE OF 411.80 FEET; THENCE N83°07'30"E, A DISTANCE OF 294.80 FEET; THENCE N02°02'28"E, A DISTANCE OF 412.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.37 ACRES (102,179 SQUARE FEET), MORE OR LESS

SURVEYOR'S NOTES:

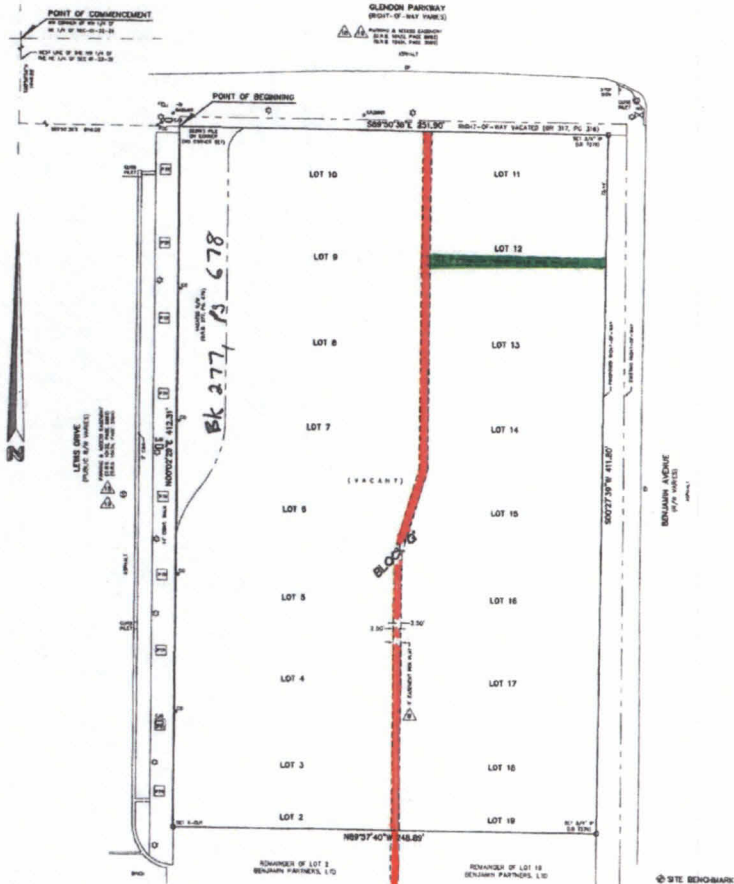
- [illegible]

SURVEYOR'S CERTIFICATE

Is: *AK, Waiver Park, a Florida limited liability company, Old Republic National Life Insurance Company*

Date of Use: August 15, 2015

William F. Menard
Professional Surveyor & Mapper
Florida Registration #3425



Utility easement BLK "G" HOME Acres

FPC distribution easement PBM PG 97



10.50
11.70

DISTRIBUTION EASEMENT

Orange Co FL 1999-0442504
101299 11:34:36am
OR Ak 5858 Pg 2124
Rec 10.50 DSC .70

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, their successors, lessees and assigns ("GRANTOR"), in consideration of the mutual benefits, covenants and conditions herein contained, did grant and convey to FLORIDA POWER CORPORATION, a Florida corporation ("GRANTEE"), P. O. Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees and assigns, an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and service and communication services; by GRANTEE or others; said facilities being located in the following described "Easement Area" within GRANTOR'S premises in Orange County, Florida, to wit:

A 5 foot wide Easement Area defined as comprising the North 5 feet of the following described property.

Lot 13 and the South 25 feet of Lot 12, Block G, HOME ACRES, according to the plat thereof, as recorded in Plat Book M, Page 97, of the Public Records of Orange County, Florida.

Tax Parcel Number: 01-22-29-3712-07-130

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

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities, (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered canceled as to the portion vacated by such relocation.

This document prepared by BELISA OLIVEIRA
Real Estate Dept., Florida Power Corp.
P. O. Box 14042, St. Petersburg, FL 33733
Rev. 9/94

Sec-Twp-Rng: 01-22-29
County: Orange
Grantor: *Cordones, Lilia*
Project ID: J39-99-1011

COUNTY USE ONLY

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

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

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

IN WITNESS WHEREOF, the GRANTOR's hands and seals have been hereunto affixed this 19 day of August, 19 99.

WITNESSES:

[Signature]
Printed Name: PERMANAND BHIKHA
[Signature]
Printed Name: Ted Woodberry

(Names must be typed or printed under each signature.)

GRANTOR(s):

[Signature] (L.S.)
Printed Name: Lilia Cordones, Trustee

(L.S.)
Printed Name: _____

(Grantor(s) mailing address)

P.O. Box 1882
Winter Park, FL 32790

STATE OF FLORIDA)
COUNTY OF ORANGE) ss:

OR Bk 5858 Pg 2125
Orange Co FL 1999-0442504
Recorded - Martha D. Haynie

The foregoing Easement was acknowledged before me this 19 day of August, 19 99
by LILIA CORDONES who is/are personally known to me or who has/have
produced _____ as identification and who did/did not take an oath.

[Signature]
Name:
Notary Public
Serial Number:
My Commission Expires:



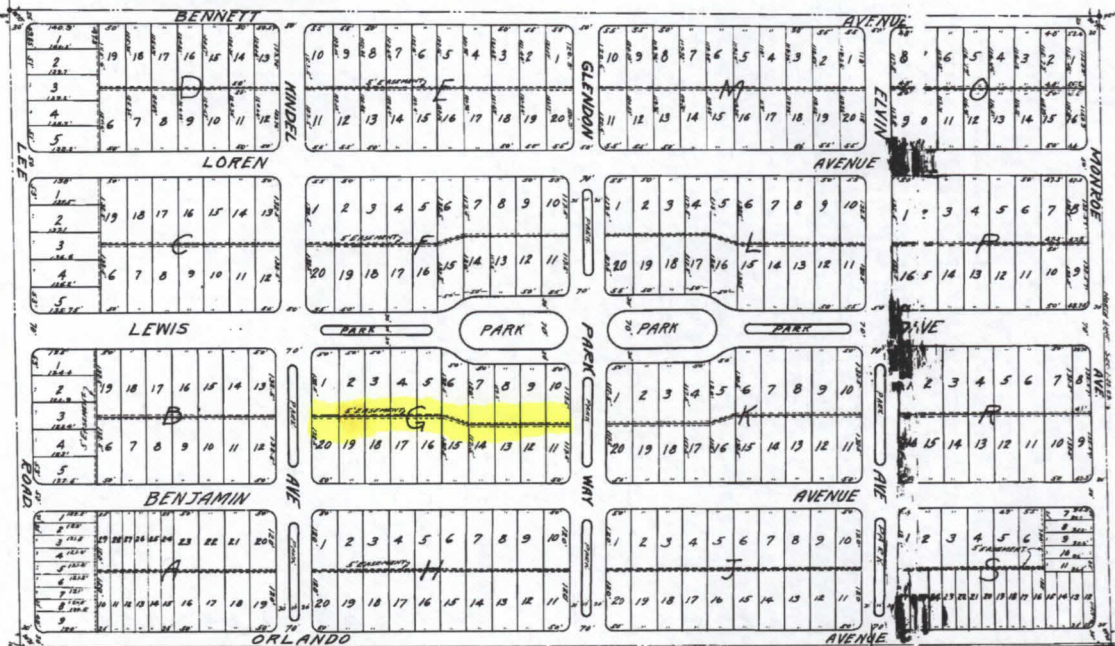
Permanand Bhikha
My Commission CC617341
Expires March 11 2001

(SEAL)

HOME ACRES

WINTER PARK—ORANGE COUNTY—FLORIDA

RAMSEY-HERNDON & CO.
ENGINEERS
SCALE 1"=100' JAN-1916
ORLANDO FLA



NE COR. OF THE NW 1/4

A. C. Thompson and Co. were asked as to what was the effect of the above and they replied that it was about \$100-125

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED
THE PRESENTS TO BE SIGNED BY ITS VICE-PRESIDENT AND CASHIER, RESPECTIVELY
AND ITS CORPORATE SEAL TO BE HERE TO AFFIXED BY AND UNDER THE AUTHORITY OF ITS
BOARD OF DIRECTORS.

ap: live to be happy

THE BRIDGEWAY CITY OF PORTLAND, OREGON
JUL 24, 1907, 10 A.M. JOHN J. JONES, JR.,
airline the American Boundary line of
the City of Portland & include lots 1 &
2, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 83

APPROVED BY THE CITY COUNCIL
ON 2nd JULY 1926

CITY OF WINTER PARK, FLA. THIS 12TH DAY

9/11/2001

STATE OF FLORIDA } ss.

BE BEING IN THE STATE OF FLORIDA, NOTED
THAT ROAD OR PLAT AND THAT THE SAME W.A.

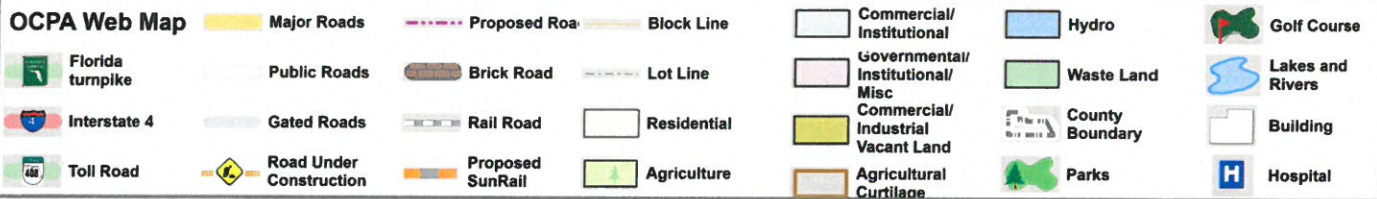
[illegible]

Franklin County, Ohio

11th/12th/13th/14th/15th/16th/17th/18th/19th/20th/21st/22nd/23rd/24th/25th/26th/27th/28th/29th/30th/31st/32nd/33rd/34th/35th/36th/37th/38th/39th/40th/41st/42nd/43rd/44th/45th/46th/47th/48th/49th/50th/51st/52nd/53rd/54th/55th/56th/57th/58th/59th/60th/61st/62nd/63rd/64th/65th/66th/67th/68th/69th/70th/71st/72nd/73rd/74th/75th/76th/77th/78th/79th/80th/81st/82nd/83rd/84th/85th/86th/87th/88th/89th/90th/91st/92nd/93rd/94th/95th/96th/97th/98th/99th/100th/101st/102nd/103rd/104th/105th/106th/107th/108th/109th/110th/111th/112th/113th/114th/115th/116th/117th/118th/119th/120th/121st/122nd/123rd/124th/125th/126th/127th/128th/129th/130th/131st/132nd/133rd/134th/135th/136th/137th/138th/139th/140th/141st/142nd/143rd/144th/145th/146th/147th/148th/149th/150th/151st/152nd/153rd/154th/155th/156th/157th/158th/159th/160th/161st/162nd/163rd/164th/165th/166th/167th/168th/169th/170th/171st/172nd/173rd/174th/175th/176th/177th/178th/179th/180th/181st/182nd/183rd/184th/185th/186th/187th/188th/189th/190th/191st/192nd/193rd/194th/195th/196th/197th/198th/199th/200th/201st/202nd/203rd/204th/205th/206th/207th/208th/209th/210th/211th/212th/213th/214th/215th/216th/217th/218th/219th/220th/221st/222nd/223rd/224th/225th/226th/227th/228th/229th/230th/231st/232nd/233rd/234th/235th/236th/237th/238th/239th/240th/241st/242nd/243rd/244th/245th/246th/247th/248th/249th/250th/251st/252nd/253rd/254th/255th/256th/257th/258th/259th/260th/261st/262nd/263rd/264th/265th/266th/267th/268th/269th/270th/271st/272nd/273rd/274th/275th/276th/277th/278th/279th/280th/281st/282nd/283rd/284th/285th/286th/287th/288th/289th/290th/291st/292nd/293rd/294th/295th/296th/297th/298th/299th/300th/301st/302nd/303rd/304th/305th/306th/307th/308th/309th/310th/311th/312th/313th/314th/315th/316th/317th/318th/319th/320th/321st/322nd/323rd/324th/325th/326th/327th/328th/329th/330th/331st/332nd/333rd/334th/335th/336th/337th/338th/339th/340th/341st/342nd/343rd/344th/345th/346th/347th/348th/349th/350th/351st/352nd/353rd/354th/355th/356th/357th/358th/359th/360th/361st/362nd/363rd/364th/365th/366th/367th/368th/369th/370th/371st/372nd/373rd/374th/375th/376th/377th/378th/379th/380th/381st/382nd/383rd/384th/385th/386th/387th/388th/389th/390th/391st/392nd/393rd/394th/395th/396th/397th/398th/399th/400th/401st/402nd/403rd/404th/405th/406th/407th/408th/409th/410th/411th/412th/413th/414th/415th/416th/417th/418th/419th/420th/421st/422nd/423rd/424th/425th/426th/427th/428th/429th/430th/431st/432nd/433rd/434th/435th/436th/437th/438th/439th/440th/441st/442nd/443rd/444th/445th/446th/447th/448th/449th/450th/451st/452nd/453rd/454th/455th/456th/457th/458th/459th/460th/461st/462nd/463rd/464th/465th/466th/467th/468th/469th/470th/471st/472nd/473rd/474th/475th/476th/477th/478th/479th/480th/481st/482nd/483rd/484th/485th/486th/487th/488th/489th/490th/491st/492nd/493rd/494th/495th/496th/497th/498th/499th/500th/501st/502nd/503rd/504th/505th/506th/507th/508th/509th/510th/511th/512th/513th/514th/515th/516th/517th/518th/519th/520th/521st/522nd/523rd/524th/525th/526th/527th/528th/529th/530th/531st/532nd/533rd/534th/535th/536th/537th/538th/539th/540th/541st/542nd/543rd/544th/545th/546th/547th/548th/549th/550th/551st/552nd/553rd/554th/555th/556th/557th/558th/559th/560th/561st/562nd/563rd/564th/565th/566th/567th/568th/569th/570th/571st/572nd/573rd/574th/575th/576th/577th/578th/579th/580th/581st/582nd/583rd/584th/585th/586th/587th/588th/589th/590th/591st/592nd/593rd/594th/595th/596th/597th/598th/599th/600th/601st/602nd/603rd/604th/605th/606th/607th/608th/609th/610th/611th/612th/613th/614th/615th/616th/617th/618th/619th/620th/621st/622nd/623rd/624th/625th/626th/627th/628th/629th/630th/631st/632nd/633rd/634th/635th/636th/637th/638th/639th/640th/641st/642nd/643rd/644th/645th/646th/647th/648th/649th/650th/651st/652nd/653rd/654th/655th/656th/657th/658th/659th/660th/661st/662nd/663rd/664th/665th/666th/667th/668th/669th/670th/671st/672nd/673rd/674th/675th/676th/677th/678th/679th/680th/681st/682nd/683rd/684th/685th/686th/687th/688th/689th/690th/691st/692nd/693rd/694th/695th/696th/697th/698th/699th/700th/701st/702nd/703rd/704th/705th/706th/707th/708th/709th/710th/711th/712th/713th/714th/715th/716th/717th/718th/719th/720th/721st/722nd/723rd/724th/725th/726th/727th/728th/729th/730th/731st/732nd/733rd/734th/735th/736th/737th/738th/739th/740th/741st/742nd/743rd/744th/745th/746th/747th/748th/749th/750th/751st/752nd/753rd/754th/755th/756th/757th/758th/759th/760th/761st/762nd/763rd/764th/765th/766th/767th/768th/769th/770th/771st/772nd/773rd/774th/775th/776th/777th/778th/779th/780th/781st/782nd/783rd/784th/785th/786th/787th/788th/789th/790th/791st/792nd/793rd/794th/795th/796th/797th/798th/799th/800th/801st/802nd/803rd/804th/805th/806th/807th/808th/809th/810th/811th/812th/813th/814th/815th/816th/817th/818th/819th/820th/821st/822nd/823rd/824th/825th/826th/827th/828th/829th/830th/831st/832nd/833rd/834th/835th/836th/837th/838th/839th/840th/841st/842nd/843rd/844th/845th/846th/847

My commission expires 6.13.1978

OCA Web Map



Courtesy Rick Singh, CFA, Orange County Property Appraiser





city commission **public hearing**

item type	Public Hearing	meeting date	September 28, 2015
prepared by	Peter Moore	approved by	<input checked="" type="checkbox"/> City Manager
department	Administrative Services		<input checked="" type="checkbox"/> City Attorney
division	Budget		<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		
strategic objective	<input type="checkbox"/> Exceptional Quality of Life		
	<input type="checkbox"/> Intelligent Growth & Development		
	<input type="checkbox"/> Investment in Public Assets & Infrastructure		
		<input checked="" type="checkbox"/> Fiscal Stewardship	
		<input type="checkbox"/> Public Health & Safety	

Subject

Ordinance adopting millage rates for the FY 2016 budget.

motion | recommendation

Approve operating millage rate at 4.0923 mills and debt service millage rates at 0.0892 and 0.1858 for the General Obligation Bonds, Series 2004 and 2011, respectively.

Background

The proposed FY 2016 General Fund budget was prepared assuming the operating millage rate would be kept at its current level of 4.0923 mills. Because property valuations increased, the proposed property tax levy represents a 5.54% increase from FY 2015. The city's tax rate has been held constant for the last 7 years and the overall combined millage rate will decline due to a reduction in the voted debt service millage. The overall voted debt service millage has decreased by 7.8% this year and after FY 16 the Golf Course bonds will be paid off reducing the voted debt millage by about one-third.

The operating millage rate of 4.0923 mills was approved by the City Commission as the tentative millage rate on July 27. All property owners received a Notice of Proposed Property Taxes from the Orange County Property Appraiser in August that was based on the proposed millage rates above. This notice also advised property owners of this first public hearing on millage rates and the budget.

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

This item was previously approved on first reading by unanimous vote of the Commission on Sept 14th.

fiscal impact

No fiscal impact unless the Commission chooses to reduce the operating millage rate below 4.0923 mills. Every 0.25 of a mill generates approximately \$1.1 million in annual property tax revenue.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING A 4.0923 MILL AD VALOREM TAX LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE GENERAL OPERATING EXPENSES OF THE CITY, A .0892 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2004, AND A .1858 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2011.

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

WHEREAS, the City of Winter Park, Florida has made the necessary rolled back millage calculation as required by law and found it to be 3.8774 mills.

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

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

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

SECTION 1. That an ad valorem tax levy upon all real and personal property is hereby levied at a rate of 4.0923 mills, the same to be appropriated for the general operating expenses of the City in accordance with the budget for the fiscal year beginning October 1, 2015 and ending September 30, 2016. In addition, that an ad valorem tax levy upon all real and personal property is hereby levied at a rate of .0892 mills, the same to be appropriated for the City of Winter Park, Florida General Obligation Bonds, Series 2004 and that an ad valorem tax levy upon all real and personal property is hereby levied at a rate of .1858 mills, the same to be appropriated for the City of Winter Park, Florida General Obligation Bonds, Series 2011.

SECTION 2. The above levy to cover general operating expenses of the City is two thousand one hundred forty-nine ten-thousandths above the rolled back millage of 3.8774 mills. Pursuant to State Statutes this levy represents a 5.54% increase in property taxes above the rolled back rate.

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this 28th day of September, 2015.

Steve Leary, Mayor

Attest:

Cynthia S. Bonham, City Clerk



city commission public hearing

item type	Public Hearing	meeting date	September 28, 2015
prepared by	Peter Moore	approved by	<input checked="" type="checkbox"/> City Manager
department	Administrative Services		<input checked="" type="checkbox"/> City Attorney
division	Budget		<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		
strategic objective	<input type="checkbox"/> Exceptional Quality of Life <input checked="" type="checkbox"/> Fiscal Stewardship		
	<input type="checkbox"/> Intelligent Growth & Development <input type="checkbox"/> Public Health & Safety		
	<input type="checkbox"/> Investment in Public Assets & Infrastructure		

subject

Ordinance adopting the fiscal year 2016 budget.

motion | recommendation

Adopt the attached Ordinance setting forth the FY 2016 Budget and Five-year Capital Plan.

background

This is the first of two public hearings on the budget. A summary of the proposed budget is included as Schedule A. This will represent the 8th year that the City Commission has been presented with an annual budget with no change in the property tax rate to pay for city services.

The City Manager presented his proposed budget to the City Commission at the July 13, 2015 City Commission Meeting. The Commission has discussed the budget at subsequent meetings. At the August 31th worksession the Commission reached consensus regarding the following changes to the proposed budget:

- Additional Police Officers: Two new police officers were added to the budget for \$170k and two frozen positions were removed.
- Tree Purchases: \$100,000 was added to the Forestry budget to increase planned plantings and watering of new trees.
- Golf Course Renovation: \$1.2 million was earmarked for improvements to the Golf Course. Proceeds will initially come from reserves and be refunded from the sale of real estate assets.
- Showalter Field Improvements: \$180k was added to fund turf and stadium improvements as part of a pending negotiation to make improvements to the site.
- Municipal Fiber Study: \$30k was added to study the feasibility of municipal fiber deployment in concert with the Electric Undergrounding effort.

- f) Electric Rate Increase: 1.5% average increase to the typical customer's bill will generate approximately \$600k in funding for the Electric Utility to maintain the undergrounding program at \$3.5 million without using reserves. The increase will also generate \$100k in additional funding for the General Fund through utility taxes and franchise fee equivalent.
- g) State Revenue Estimates: \$100k was added to anticipated revenues to be received from state transfers for items like sales tax and communication services tax.

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

This item was previously approved on first reading by unanimous vote of the Commission on Sept 14th.

fiscal impact

The budget is balanced per Statute.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016 AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN; APPROPRIATING FUNDS FOR THE GENERAL FUND, DESIGNATIONS TRUST FUND, STORMWATER UTILITY FUND, COMMUNITY REDEVELOPMENT FUND, FEDERAL FORFEITURE FUND, POLICE GRANT FUND, DEBT SERVICE FUND, WATER AND SEWER FUND, ELECTRIC UTILITY FUND, FLEET MAINTENANCE FUND, VEHICLE/EQUIPMENT REPLACEMENT FUND, EMPLOYEE INSURANCE FUND, GENERAL INSURANCE FUND, CEMETERY TRUST FUND, GENERAL CAPITAL PROJECTS FUND AND STORMWATER CAPITAL PROJECTS FUND; PROVIDING FOR MODIFICATIONS; PROVIDING FOR AMENDMENTS TO SAID ANNUAL BUDGET TO CARRY FORWARD THE FUNDING OF PURCHASE ORDERS OUTSTANDING AND UNSPENT PROJECT BUDGETS AS OF SEPTEMBER 30, 2015; AND AUTHORIZING TRANSFER OF FUNDS HEREIN APPROPRIATED BETWEEN DEPARTMENTS SO LONG AS THE TOTAL FUND APPROPRIATIONS SHALL NOT BE INCREASED THEREBY.

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

SECTION 1. The annual budget of the City of Winter Park for the fiscal year beginning October 1, 2015 and ending September 30, 2016 as set forth on Schedule A attached hereto and by reference made a part hereof, is hereby adopted and approved after full, complete and comprehensive hearings and in consideration of the expressions of all parties concerned. It is hereby declared that said budget represents and presents the judgment and intent of the City Commission as to the needs and fiscal requirements of the various departments of the City government for the next ensuing twelve-month period.

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

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

SECTION 4. The City Manager is hereby authorized to increase the line item appropriation in the attached budget to cover those purchase orders which shall have been issued on or prior to September 30, 2015, but not filled as of that date, and is authorized to pay for all goods or services received pursuant to such purchase orders from all the funds so appropriated. All such increases shall be appropriated to the corresponding accounts in the same funds against which they were outstanding as of September 30, 2015. The City Manager shall report to the City Commission all such purchase orders.

SECTION 5. The City Manager is hereby authorized to increase the line item appropriation in the attached budget to cover the unspent portion of project length budgets as of September 30, 2015. The City Manager shall report to the City Commission all such project budgets carried forward from fiscal year 2015 to fiscal year 2016.

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

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this 28th day of September, 2015.

Steve Leary, Mayor

Attest:

Cynthia S. Bonham, City Clerk

Schedule A

	2016 Proposed	2015 Adopted
Revenues:		
Property Taxes	\$ 17,927,507	\$ 16,489,478
Franchise Fees & Utility Taxes	7,862,329	7,851,250
Licenses & Permits	2,437,975	2,493,500
Intergovernmental	7,145,937	6,738,306
Charges for Services	5,604,608	5,396,450
Fines and Forfeitures	937,797	1,300,100
Miscellaneous	710,700	621,700
Transfers from Other Funds	5,081,185	4,906,943
Fund Balance	<u>1,513,284</u>	<u>833,284</u>
Total Revenues	\$ <u>49,221,322</u>	\$ <u>46,631,011</u>
Expenditures:		
General Administration	\$ 4,889,265	\$ 4,630,706
Planning & Development	1,981,911	1,798,041
Public Works	7,042,811	6,788,658
Police	13,385,918	13,418,138
Fire	11,814,541	11,288,494
Parks and Recreation	7,315,293	6,868,157
Organizational Support	1,422,472	1,394,580
Transfers To Other Funds	4,904,457	3,894,781
Non-Departmental	(160,000)	(325,000)
Reimbursements from Other Funds	(3,790,346)	(3,625,544)
Contingency Reserve	<u>415,000</u>	<u>500,000</u>
Total Expenditures	\$ <u>49,221,322</u>	\$ <u>46,631,011</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2016
Designations Trust Fund Summary**

	<u>2016 Proposed</u>	<u>2015 Adopted</u>
Revenues:		
Miscellaneous	75,000	150,000
Transfers from other funds	293,436	282,000
Fund Balance	\$ <u>0</u>	\$ <u>0</u>
Total Revenues	\$ 368,436	\$ 432,000
Expenditures:		
Transfers to other funds	75,000	75,000
Organizational Support	293,436	357,000
Parks & Recreation	\$ <u>0</u>	\$ <u>0</u>
Total Expenditures	\$ <u>368,436</u>	\$ <u>432,000</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

City of Winter Park, Florida
Annual Budget for Fiscal Year 2016
Stormwater Utility Fund Summary

	<u>2016 Proposed</u>	<u>2015 Adopted</u>
Revenues:		
Licenses	\$ 49,000	\$ 48,000
Charges for Services	2,430,127	2,341,221
Intergovernmental	12,500	10,000
Miscellaneous	45,000	45,000
Transfers From Other Funds	0	0
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>2,536,627</u>	\$ <u>2,444,221</u>
Expenditures:		
Operations	\$ 2,536,627	\$ 2,444,221
Reimbursements to Other Funds	0	0
Contingency	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>2,536,627</u>	\$ <u>2,444,221</u>
Excess of Revenues Over (Under) Expenditures	<u><u>\$ 0</u></u>	<u><u>\$ 0</u></u>

City of Winter Park, Florida
Annual Budget for Fiscal Year 2016
Community Redevelopment (CRA) Fund Summary

	<u>2016</u> <u>Proposed</u>	<u>2015</u> <u>Adopted</u>
Revenues:		
Intergovernmental Revenues	\$ 1,506,764	\$ 1,257,232
Charges for Services	225,000	225,000
Miscellaneous	60,000	50,000
Transfers	1,390,428	1,160,162
Fund Balance	<u>806,257</u>	<u>0</u>
Total Revenues	\$ <u>3,988,449</u>	\$ <u>2,692,394</u>
Expenditures:		
Operating Expenses	\$ 1,046,897	\$ 855,250
Capital Projects	1,327,183	13,200
Debt Service	1,494,053	1,498,378
Organizational Support	63,000	15,000
Reimbursements To Other Funds	53,323	45,905
Transfers To Other Funds	3,993	3,993
Contingency Reserve	<u>0</u>	<u>260,668</u>
Total Expenditures	\$ <u>3,988,449</u>	\$ <u>2,692,394</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2016
Police Grant Fund Summary**

	<u>2016 Proposed</u>	<u>2015 Adopted</u>
Revenues:		
Intergovernmental	\$ <u>964,044</u>	\$ <u>902,380</u>
Total Revenues	\$ 964,044	\$ 902,380
Expenditures:		
Police	\$ <u>964,044</u>	\$ <u>902,380</u>
Total Expenditures	\$ <u>964,044</u>	\$ <u>902,380</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2016
Federal Forfeiture Fund Summary**

	<u>2016 Proposed</u>	<u>2015 Adopted</u>
Revenues:		
Fund Balance	\$ <u>77,730</u>	\$ <u>77,730</u>
Total Revenues	\$ 77,730	\$ 77,730
Expenditures:		
Transfers to other funds	\$ <u>77,730</u>	\$ <u>77,730</u>
Total Expenditures	\$ <u>77,730</u>	\$ <u>77,730</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2016
Debt Service Fund Summary**

	<u>2016 Proposed</u>	<u>2015 Adopted</u>
Revenues:		
Property Taxes	\$ 1,203,400	\$ 1,201,521
Special Assessments	161,439	164,000
Transfers From Other Funds	911,009	909,786
Fund Balance	<u>40,844</u>	<u>35,635</u>
Total Revenues	\$ <u>2,316,692</u>	\$ <u>2,310,942</u>
Expenditures:		
Debt Service	\$ <u>2,316,692</u>	\$ <u>2,310,942</u>
Total Expenditures	\$ <u>2,316,692</u>	\$ <u>2,310,942</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2016
Water and Sewer Fund Summary**

	<u>2016 Proposed</u>	<u>2015 Adopted</u>
Revenues:		
Utility Fee	\$ 28,530,809	\$ 28,246,738
Miscellaneous	313,700	185,100
Fund Balance	<u>355,000</u>	<u>4,568,339</u>
Total Revenues	\$ <u>29,199,509</u>	\$ <u>33,000,177</u>
Expenditures:		
Operations	\$ 16,606,807	\$ 15,926,623
Debt Service	5,827,930	5,869,813
Capital Projects	1,970,000	6,091,218
Reimbursements to Other Funds	2,324,829	2,187,363
Transfers to Other Funds	2,354,943	2,710,699
Contingency Reserve	<u>115,000</u>	<u>214,461</u>
Total Expenditures	\$ <u>29,199,509</u>	\$ <u>33,000,177</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

City of Winter Park, Florida
Annual Budget for Fiscal Year 2016
Electric Utility Fund Summary

	<u>2016 Proposed</u>	<u>2015 Adopted</u>
Revenues:		
Utility Fee	\$ 46,676,195	\$ 47,020,104
Intergovernmental Revenues	3,077,000	0
Miscellaneous	41,950	35,000
Transfers from Other Funds	0	0
Fund Balance	450,000	450,000
	<u> </u>	<u> </u>
Total Revenues	\$ <u>50,245,145</u>	\$ <u>47,505,104</u>
Expenditures:		
Operations	\$ 2,859,490	\$ 2,764,786
Bulk Power Costs	30,790,326	31,544,243
Debt Service	4,928,204	4,545,334
Capital Projects	7,331,188	4,239,400
Transfers to Other Funds	2,930,566	2,862,204
Reimbursements to Other Funds	1,405,371	1,386,390
Storm and Working Capital Reserves	0	0
Contingency Reserve	<u>0</u>	<u>162,747</u>
Total Expenditures	\$ <u>50,245,145</u>	\$ <u>47,505,104</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2016
Fleet Maintenance Fund Summary**

	<u>2016 Proposed</u>	<u>2015 Adopted</u>
Revenues:		
Charges for Services	\$ 1,406,431	\$ 1,397,023
Miscellaneous	0	0
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>1,406,431</u>	\$ <u>1,397,023</u>
Expenditures:		
Operations	\$ 1,399,608	\$ 1,391,137
Reimbursements to Other Funds	6,823	5,886
Contingency Reserve	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>1,406,431</u>	\$ <u>1,397,023</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

City of Winter Park, Florida
Annual Budget for Fiscal Year 2016
Vehicle/Equipment Replacement Fund Summary

	2016 Proposed	2015 Adopted
Revenues:		
Vehicle/Equipment Rentals	\$ 1,750,000	\$ 1,511,676
Debt Proceeds	0	0
Miscellaneous	0	0
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>1,750,000</u>	\$ <u>1,511,676</u>
Expenditures:		
Operations	\$ 6,200	\$ 6,000
Vehicle and Equipment Acquisitions	1,600,000	1,294,000
Debt Service	0	0
Reimbursements to Other Funds	0	0
Transfers to Other Funds	0	0
Contingency Reserve	<u>143,800</u>	<u>211,676</u>
Total Expenditures	\$ <u>1,750,000</u>	\$ <u>1,511,676</u>
Excess of Revenues Over (Under) Expenditures	<u><u>0</u></u>	<u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2016
Employee Insurance Fund Summary**

	<u>2016 Proposed</u>	<u>2015 Adopted</u>
Revenues:		
Charges To Departments	\$ 5,665,813	\$ 5,328,630
Charges To Employees	1,428,934	1,620,916
Miscellaneous	542,115	559,201
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>7,636,862</u>	\$ <u>7,508,747</u>
Expenditures:		
Insurance Costs	\$ 7,636,862	\$ 7,508,747
Reimbursements to Other Funds	0	0
Contingency Reserve	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>7,636,862</u>	\$ <u>7,508,747</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2016
General Insurance Fund Summary**

	<u>2016 Proposed</u>	<u>2015 Adopted</u>
Revenues:		
Charges To Departments	\$ 2,285,747	\$ 2,157,424
Miscellaneous	5,000	5,000
Fund Balance	<u>0</u>	<u>12,592</u>
Total Revenues	\$ <u>2,290,747</u>	\$ <u>2,175,016</u>
Expenditures:		
Insurance Costs	\$ 2,290,747	\$ 2,175,016
Reimbursements to Other Funds	0	0
Transfers to Other Funds	0	0
Contingency	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>2,290,747</u>	\$ <u>2,175,016</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2016
Cemetery Fund Summary**

	2016 Proposed	2015 Adopted
Revenues:		
Lot Sales	\$ 324,000	\$ 272,500
Miscellaneous	40,000	10,000
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>364,000</u>	\$ <u>282,500</u>
Expenditures:		
Transfers To Other Funds	\$ 294,147	\$ 239,714
Reimbursements to Other Funds	0	0
Contingency Reserve	<u>69,853</u>	<u>42,786</u>
Total Expenditures	<u>364,000</u>	<u>282,500</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2016
General Capital Projects Fund Summary**

	<u>2016 Proposed</u>	<u>2015 Adopted</u>
Revenues:		
Transfers From Other Funds	\$ 2,983,301	\$ 2,623,754
Intergovernmental Revenues	0	0
Debt Proceeds	0	0
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>2,983,301</u>	\$ <u>2,623,754</u>
Expenditures:		
Capital Projects	\$ 2,983,301	\$ 2,623,754
Contingency Reserve	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>2,983,301</u>	\$ <u>2,623,754</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

City of Winter Park, Florida
Annual Budget for Fiscal Year 2016
Stormwater Capital Projects Fund Summary

	2016 Proposed	2015 Adopted
Revenues:		
Stormwater Utility Fees	\$ 643,523	\$ 668,523
Intergovernmental	0	0
Fund Balance	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>643,523</u>	\$ <u>668,523</u>
Expenditures:		
Capital Projects	\$ 625,000	\$ 650,000
Transfers to other funds	18,523	18,523
Contingency Reserve	<u>0</u>	<u>0</u>
Total Expenditures	\$ <u>643,523</u>	\$ <u>668,523</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS**

Description	Funding Source	Estimated 5 Yr. Cost	Schedule of Planned CIP Expenditures				
			FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
General Capital Projects	General Fund	11,997,169	3,282,686	2,508,352	2,014,587	2,287,279	1,904,265
	Tower Rental Revenues	375,000	75,000	75,000	75,000	75,000	75,000
	Police Forfeiture Funds	155,460	77,730	77,730	-	-	-
	General Fund Reserves restricted for Building Code Enforcement	266,568	133,284	133,284	-	-	-
	Cemetery Trust Fund	45,000	45,000	-	-	-	-
	Grants/Fund Raising	170,000	-	170,000	-	-	-
	Parks Bond Issue	5,070,000	-	-	70,000	5,000,000	-
Stormwater Capital Projects	Stormwater Utility Fees	2,912,046	643,523	618,523	575,000	550,000	525,000
Community Redevelopment	Tax Increment Financing	4,497,930	1,331,176	543,993	1,290,000	575,648	757,113
Water and Sewer Fund	Water and Sewer Fees	8,980,833	1,440,000	1,845,833	1,856,667	1,915,000	1,923,333
	Sewer Impact Fees	576,000	250,000	326,000	-	-	-
	Water Impact Fees	2,424,000	-	224,000	1,250,000	950,000	-
	Prior Bond Proceeds	375,000	375,000	-	-	-	-
Electric Services Fund	Electric Service Fees	21,026,867	3,978,959	3,996,543	4,334,657	4,350,350	4,366,357
	Grants/Fund Raising	3,077,000	3,077,000	-	-	-	-
	Prior Bond Proceeds	900,000	450,000	450,000	-	-	-
Totals		62,848,873	15,159,358	10,969,258	11,465,911	15,703,278	9,551,068

**SUMMARY OF CAPITAL PROJECTS
GENERAL CAPITAL PROJECTS**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Public Works	Pavement Resurfacing and Brick Road Repairs	General Fund	3,654,048	692,686	713,231	734,587	749,279	764,265
Public Works	Sidewalk, bikepath and curb repairs	General Fund	1,575,000	300,000	300,000	325,000	325,000	325,000
Public Works	Facility replacement account funding (replacement of flooring, roofing, air conditioning and painting) (75% General Fund, 25% Water and Sewer Fund)	General Fund	1,000,000	150,000	175,000	200,000	225,000	250,000
ITS	Information Technology Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund)	General Fund	485,000	90,000	95,000	100,000	100,000	100,000
Parks	General Parks Major Maintenance	General Fund	1,000,000	200,000	200,000	200,000	200,000	200,000
Parks	Mead Garden Master Plan Renovation	General Fund	100,000	100,000				
Parks	Central Park Maintenance/Restroom Building	General Fund	178,000				178,000	
Parks	Golf Course - Resurface the tees and rebuild greens	General Fund	1,200,000	1,200,000				
Parks	Showalter Field Improvements	General Fund	180,000	180,000				
Parks	Restroom/Concessions - Ward Park	General Fund	155,000	155,000				
Parks	Athletic Field and Tennis Center Lighting	General Fund	590,000	90,000	125,000	125,000	125,000	125,000
		Tower Rental Revenues	375,000	75,000	75,000	75,000	75,000	75,000
Parks	Ward Park Pavilion	General Fund	72,000		72,000			
Parks	Lake Baldwin Park Improvements	Grants/Fund Raising	170,000		170,000			
Parks	Development of Northwest Sports Complex	Parks Bond Issue	5,070,000			70,000	5,000,000	
Parks	Pineywood Cemetery Storage and Office Building	Cemetery Trust Fund	45,000	45,000				
Parks	Complete Restoration of Hard Courts Azalea Lane	General Fund	180,000			90,000	90,000	
Parks	Restroom MLK, Jr. Park	General Fund	155,000				155,000	
Public Works	Bicycle/pedestrian improvements plan	General Fund	370,000	70,000	75,000	75,000	75,000	75,000
Public Works	Install pedestrian signals and rebuild antiquated traffic signals at various locations throughout the city	General Fund	310,000	55,000	60,000	65,000	65,000	65,000
Public Works	Golf Course - Storage Building	General Fund	100,000			100,000		
Public Works	Golf Course - Club House Renovations	General Fund	225,000		225,000			

**SUMMARY OF CAPITAL PROJECTS
GENERAL CAPITAL PROJECTS**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
General	Enterprise Resource Program Software Replacement (ERP)	General Fund	468,121		468,121			
		Police Forfeiture Funds	155,460	77,730	77,730			
		General Fund Reserves restricted for Building Code Enforcement	266,568	133,284	133,284			
Totals			18,079,197	3,613,700	2,964,366	2,159,587	7,362,279	1,979,265

Totals by Funding Source:

	5 Yr. Cost	FY 2016	FY 2017	FY 2018	FY 2019	FY 2019
General Fund	11,997,169	3,282,686	2,508,352	2,014,587	2,287,279	1,904,265
Tower Rental Revenues	375,000	75,000	75,000	75,000	75,000	75,000
Police Forfeiture Funds	155,460	77,730	77,730	-	-	-
General Fund Reserves restricted for Building Code Enforcement	266,568	133,284	133,284	-	-	-
Cemetery Trust Fund	45,000	45,000	-	-	-	-
Grants/Fund Raising	170,000	-	170,000	-	-	-
Parks Bond Issue	5,070,000	-	-	70,000	5,000,000	-
	18,079,197	3,613,700	2,964,366	2,159,587	7,362,279	1,979,265

**CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN
Fiscal Year 2015-2016**

Function	Project	Project Description	Primary Funding Source	Amount	Impact on Operating Budgets
Public Works	Pavement Resurfacing	The City's pavement resurfacing program calls for the resurfacing of eight to nine miles of streets in the upcoming fiscal year. A pavement condition assessment identifies those streets in most need of resurfacing to prevent degradation of the road base.	Local option gas tax revenues	\$ 692,686	Investments in routine road repaving reduces the annual costs of road repairs.
Public Works	Sidewalk, Bikepath & Curb Repairs	Replacement of sidewalks, bikepaths and curbing where necessary for public safety	Local option gas tax revenues	\$ 300,000	No additional impact on operating budget
Public Works	Facility Replacement Account	This account will accumulate funds for the replacement of roofs, air conditioning, paint and flooring for City's facilities.	General Fund - \$130,000 and Water and Sewer Fund - \$43,333	\$ 200,000	No additional impact on operating budget
Information Technology	Information Technology Upgrades	Upgrades to computers, networks, servers and phone systems	General Fund - \$80,000, Water & Sewer Fund - \$42,500 and Electric Services Fund - \$42,500	\$ 180,000	No additional impact on operating budget
Parks	Major Parks Maintenance Items	This funding addresses major maintenance repairs to parks facilities.	General Fund	\$ 200,000	No additional impact on operating budget
Parks	Mead Garden Master Plan Renovation	Improvements to Mead Garden. This is a multi year project that will require a significant contribution of private funds if it is to be completed. The master plan was accepted by the City Commission in 2008. This project begins implementation of that plan.	General Fund - \$100,000, funds to be raised privately - \$100,000	\$ 100,000	\$85,000 additional funding allocated to budget through Operational Support
Parks	Golf Course - Resurface the tees and rebuild greens	This substantial renovation of Winter Park's 9 hole course will include a replacement of the aging irrigation system, resurfacing of the tees and rebuilding of the greens, along with landscape, and course play improvements.	General Fund sale of real estate assets.	\$ 1,200,000	During construction the closure of the course will impact regularly anticipated revenues from use of the course at about \$100 - 150k for the fiscal year.
Parks	Showalter Field Improvements	This project covers the estimated gap in funding needed to make improvements to the turf and stadium at Showalter Field.	General Fund sale of real estate assets.	\$ 180,000	The city is currently in negotiations to resume management of the facility. If a deal is reached the city will receive lease payments for the use of the site.

**CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN
Fiscal Year 2015-2016**

Function	Project	Project Description	Primary Funding Source	Amount	Impact on Operating Budgets
Parks	Restroom/Concessions - Ward Park	Replaces the aging restroom and adds a covered patio area for concession sales.	General Fund - \$155,000	\$ 155,000	No additional impact on operating budget
Parks	Athletic Field & Tennis Court Lighting	Replace athletic field lighting on baseball field #7, multipurpose field A, and softball fields #9 and #10 at Ward Park as well as tennis court lighting. This is a multi year project that was begun in FY 2011 and expected to end in FY 2019.	General Fund - \$90,000; Cell Tower Revenues - \$75,000	\$ 165,000	No additional impact on operating budget. Reduces maintenance on existing aging lighting stock.
Public Works	Bicycle/Pedestrian Plan Improvements	Funding for this project will be used to create and promote a viable and safe pedestrian and bicycle-friendly infrastructure and promote these modes of transportation throughout the city.	General Fund	\$ 70,000	No additional impact on operating budget
Public Works	Pedestrian & Traffic Signal Upgrades	This project is part of a multi year plan to upgrade antiquated traffic signals and improve the safety of pedestrians crossing intersections.	General Fund	\$ 55,000	No additional impact on operating budget
General	Enterprise Resource Program Software Replacement (ERP)	This project would replace the city's current enterprise operating software, purchased in the 1980s, with a modern software system. This change is necessary to continue to provide modern and efficient municipal services including transferring to a Windows based operating platform, online permitting and payment, automation of many manual tasks, functionality with mobile applications, and integration with GIS. Implementation is estimated to take 3 years and cost approximately \$2 million.	Police Forfeiture Funds - \$77,730; General Fund Reserves Restricted for Building Code Enforcement - \$133,284; Stormwater Fees - \$18,523; CRA TIF - \$3,993; Electric System Revenues - \$129,771	\$ 363,301	Once implemented, approximately \$200k annually, however the city currently pays about \$150k annually for ERP maintenance and related programs that would go away with any replacement. Further efficiency enhancements are also expected.

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
STORMWATER CAPITAL PROJECTS FUND**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Public Works	Drainage Improvements - Most of the City's stormwater sewer infrastructure is over fifty years old. Some of these older systems do not meet the City's current drainage standards and in many cases are experiencing pipe material failures. Groundwater seepage into the stormwater sewer system is considered an illicit discharge carrying sediments to the City's lakes compromising water quality.	Stormwater Fees	575,000	160,000	80,000	100,000	130,000	105,000
Public Works	Miscellaneous Land Locked Lakes Stormwater Retrofits	Stormwater Fees	155,000	-	100,000	55,000		
Public Works	Dixie Parkway - Outfall No. 3 - Stormwater Retrofit	Stormwater Fees	300,000	-	300,000			
Public Works	Lake Killarney Stormwater Outfall improvements - Stormwater Retrofits	Stormwater Fees	170,000	170,000				
Public Works	Lake Sue Outfalls Retrofits - Phase 2	Stormwater Fees	90,000	90,000				
Public Works	Lake Bell Outfalls - Stormwater Retrofits	Stormwater Fees	100,000		100,000			
Public Works	Ninth Grade Center Pond Modifications	Stormwater Fees	100,000	100,000				
Public Works	Seminole County Ditch Piping at Arbor Park Dr.	Stormwater Fees	475,000	75,000		400,000		
Public Works	GIS Mapping	Stormwater Fees	10,000	10,000				
Public Works	Stormwater Education Program	Stormwater Fees	100,000	20,000	20,000	20,000	20,000	20,000
Public Works	Regional Pond Facilities	Stormwater Fees	800,000				400,000	400,000
General	Enterprise Resource Program Software Replacement (ERP)	Stormwater Fees	37,046	18,523	18,523			
Totals			2,912,046	643,523	618,523	575,000	550,000	525,000

Note: The stormwater capital improvement plan has been approved by the Lakes and Waterways Board.

CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN - Stormwater Fund
Fiscal Year 2015-2016

Function	Project	Project Description	Primary Funding Source	Amount	Impact on Operating Budgets
Public Works	Stormwater drainage improvements	Most of the City's stormwater infrastructure is over sixty years old. Groundwater seepage into the stormwater system can compromise the water quality in the City's lakes.	Stormwater utility fee	\$ 160,000	No additional impact on operating budget
Public Works	Lake Killarney Stormwater Outfall improvements	In compliance with the City's National Pollutant Discharge Elimination System permit this project will implement retrofits to existing storm water outfalls to remove pollutants from stormwater runoff.	Stormwater utility fee	\$ 170,000	No additional impact on operating budget
Public Works	Lake Sue Outfalls - Stormwater Retrofits	Along the north east shoreline of Lake Sue in Winter Park the City maintains four stormwater outfalls. This project will provide the funding for the construction of liquid/solid separators at the street level in order to replace the leaf traps.	Stormwater utility fee	\$ 90,000	No additional impact on operating budget
Public Works	Ninth Grade Center Pond Modifications	This funding will provide for the construction of a much needed maintenance access around the west side of the pond, while increasing the pond volume and creating a protected pedestrian path along the top of the bank.	Stormwater utility fee	\$ 100,000	No additional impact on operating budget
Public Works	Seminole County Ditch Piping along Arbor Park Dr.	The City of Winter Park and Seminole County both have contributing drainage basins that lead to a ditch behind the homes along N Lakemont Avenue and Arbor Park Drive. This project will improve access and add piping in cooperation with Seminole County.	Stormwater utility fee	\$ 75,000	No additional impact on operating budget
Public Works	GIS Mapping	The City's National Pollution Discharge Elimination System (NPDES) Permit requires inventory and mapping of its storm sewer infrastructure.	Stormwater utility fee	\$ 10,000	The Stormwater Admin operating budget includes approximately \$10,000 in personnel costs related to implementing this project.
Public Works	Stormwater Education Program	This project creates an educational path with signage along the north shoreline of Lake Virginia behind Rollins College. Signs will describe the existing local habitat and the importance of stormwater and lakes management for its protection.	Stormwater utility fee	20,000	No additional impact on operating budget

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
COMMUNITY REDEVELOPMENT AGENCY FUND**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	
General	Enterprise Resource Program Software Replacement (ERP)	TIF	7,986	3,993	3,993				
CRA	New York Streetscape Improvements	TIF	1,762,183	762,183	500,000	500,000			
CRA	Denning Drive Enhancements	TIF	500,000	500,000					
CRA	17-92 / Webster Intersection	TIF	717,113					717,113	
CRA	17-92 / Fairbanks Intersection	TIF	1,285,648			750,000	535,648		
CRA	Small Scale CIP Improvements	TIF	225,000	65,000	40,000	40,000	40,000	40,000	
Totals			4,497,930	1,331,176	543,993	1,290,000	575,648	757,113	
			TIF	4,497,930	1,331,176	543,993	1,290,000	575,648	757,113

**CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN
Fiscal Year 2015-2016**

Function	Project	Project Description	Primary Funding Source	Amount	Impact on Operating Budgets
CRA	New York Streetscape Improvements	From Fairbanks to Canton Ave - Improvements to ROW, including curbs, roadways, hardscapes, furnishings, landscaping and irrigation, and RR crossings. Removes 'illegal' parking spaces and outlines parking through curb cuts and bulbouts.	Tax Increment Financing	\$ 762,183	This project is a one time expenditure and should not impact ongoing operational costs.
CRA	Denning Drive Improvements	Proposed scope includes restriping of Denning Drive to allow for public walkways and potential utility strip on east side	Tax Increment Financing	\$ 500,000	This project is a one time expenditure and should not impact ongoing operational costs.
CRA	Small Scale CRA Improvements	Purpose of this fund is to include minor project expenditures that may be incurred throughout the year such as SunRail weekend ridership, district enhancements, or other small scale projects.	Tax Increment Financing	\$ 65,000	These projects would be one time expenditures and should not impact ongoing operational costs.

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
WATER AND WASTEWATER FUND**

				CIP				
Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Water and Sewer	Rehabilitation of defective sewer mains with heavy ground water infiltration	Water and Sewer Fees	2,770,000	370,000	600,000	600,000	600,000	600,000
Water and Sewer	Rehabilitation of sanitary manholes to restore their structural integrity	Water and Sewer Fees	450,000	50,000	100,000	100,000	100,000	100,000
Water and Sewer	Short Liner Installation - for rehabilitation of sanitary sewer mains and laterals from the main to the property line	Water and Sewer Fees	1,100,000	-	250,000	250,000	300,000	300,000
Water and Sewer	Upgrade water mains - replacement of sub-standard water mains throughout the water distribution system.	Water and Sewer Fees	3,200,000	600,000	650,000	650,000	650,000	650,000
Water and Sewer	Replacement of asbestos cement sanitary force mains deteriorated by hydrogen sulfide gas	Water and Sewer Fees	160,000	-	40,000	40,000	40,000	40,000
Water and Sewer	Lift Station Upgrades	Water and Sewer Fees	725,000	325,000	100,000	100,000	100,000	100,000
Water and Sewer	Expansion of reclaimed water system	Water and Sewer Reserves	1,550,000	-	-	300,000	1,250,000	-
		Water Impact Fees	2,350,000		150,000	1,250,000	950,000	-
Water and Sewer	Upgrading/rerating of Iron Bridge Regional Wastewater Treatment Facility (City of Orlando).	Prior Bond Proceeds	375,000	375,000	-	-	-	-
		Water and Sewer Reserves	2,644,502	-	986,146	1,192,000	466,356	-
Water and Sewer	Purchase Additional Sewer Capacity from Altamonte	Sewer Impact Fees	500,000	250,000	250,000	-	-	-
Water and Sewer	Orange County Territory Restructure	Sewer Impact Fees	76,000	-	76,000	-	-	-
		Water Impact Fees	74,000	-	74,000	-	-	-
ITS	Information Technology Infrastructure Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund)	Water and Sewer Fees	242,500	45,000	47,500	50,000	50,000	50,000
Public Works	Funding of facility replacement account for Public Works Complex items (flooring, roofing, air conditioning & paint) (75% General Fund, 25% Water and Sewer Fund)	Water and Sewer Fees	333,333	50,000	58,333	66,667	75,000	83,333
Totals			16,550,335	2,065,000	3,381,979	4,598,667	4,581,356	1,923,333

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
WATER AND WASTEWATER FUND**

				CIP				
Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Totals by Funding Source:								
	Water and Sewer Fees		8,980,833	1,440,000	1,845,833	1,856,667	1,915,000	1,923,333
	Water and Sewer Reserves		4,194,502	-	986,146	1,492,000	1,716,356	-
	Sewer Impact Fees		576,000	250,000	326,000	-	-	-
	Water Impact Fees		2,424,000	-	224,000	1,250,000	950,000	-
	Prior Bond Proceeds		375,000	375,000	-	-	-	-
			16,550,335	2,065,000	3,381,979	4,598,667	4,581,356	1,923,333

CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN - Water & Sewer
Fiscal Year 2015-2016

Function	Project	Project Description	Primary Funding Source	Amount	Impact on Operating Budgets
Water and Sewer	Upgrade sanitary sewer mains	Defective sanitary sewer mains will be rehabilitated to decrease heavy ground water infiltration, in effect reducing the total flow to waste water facilities.	Water and Sewer Fees	\$ 370,000	This project will reduce wastewater treatment costs by reducing ground water infiltration
Water and Sewer	Rehabilitate sanitary sewer manholes	Sanitary sewer manholes deteriorated by hydrogen sulfide gas will be reconstructed. Repairing and restoring the structural integrity to the manholes will eliminate the possibility of collapse and groundwater infiltration, thus reducing flows and associated treatment costs.	Water and Sewer Fees	\$ 50,000	This project will reduce wastewater treatment costs by reducing ground water infiltration
Water and Sewer	Upgrade water mains	Water main upgrades consist of construction and upgrade of water mains and service lines to replace sub-standard water mains throughout the water distribution system. This work will improve water quality, flows and fire protection in the impacted areas.	Water and Sewer Fees	\$ 600,000	No additional impact on operating budget
Water and Sewer	Lift station upgrades	Replacement of "can" type lift stations close to failure with submersible "rail" type lift stations. Includes completing projects at stations 47, 28, and 25.	Water and Sewer Fees	\$ 325,000	No additional impact on operating budget
Water and Sewer	Iron Bridge Regional Wastewater Treatment Facility	Upgrading/rerating of Iron Bridge Regional Wastewater Treatment Facility (City of Orlando).	Prior Bond Proceeds	375,000	No additional impact on operating budget
Water and Sewer	Purchase Additional Sewer Capacity from Altamonte	The City has an interlocal agreement with Altamonte for sewer capacity. New development changes along W. Fairbanks and Lee Rd. may require additional capacity.	Sewer Impact Fees	250,000	Could potentially raise annual interlocal payments made to Altamonte. Current amount is undetermined but FY spending for this agreement was \$12k last year.

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
ELECTRIC SERVICES FUND**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Electric Services	Routine Capital improvements including: undergrounding electric lines, renewals and replacements, and other improvements required to provide service and improve the reliability of the electric system	Electric System Revenues	3,924,825	754,188	769,272	784,657	800,350	816,357
Electric Services	Undergrounding of Electric Lines	Electric System Revenues	16,600,000	3,050,000	3,050,000	3,500,000	3,500,000	3,500,000
		Prior Bond Proceeds	900,000	450,000	450,000	-	-	-
Electric Services	West Fairbanks Undergrounding Project	Grants/Fund Raising	3,077,000	3,077,000				
General	Enterprise Resource Program Software Replacement (ERP)	Electric System Revenues	259,542	129,771	129,771			
ITS	Information Technology Infrastructure Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund)	Electric System Revenues	242,500	45,000	47,500	50,000	50,000	50,000
Totals			25,003,867	7,505,959	4,446,543	4,334,657	4,350,350	4,366,357

Totals by Funding Source:

Prior Bond Proceeds	900,000	450,000	450,000	-	-	-
Grants/Fund Raising	3,077,000	3,077,000	-	-	-	-
Electric System Revenues	21,026,867	3,978,959	3,996,543	4,334,657	4,350,350	4,366,357
	25,003,867	7,505,959	4,446,543	4,334,657	4,350,350	4,366,357

Note: No additional bond issues are anticipated in the period covered by this Capital Improvement Plan

CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN - Electric Services
Fiscal Year 2015-2016

Function	Project	Project Description	Primary Funding Source	Amount	Impact on Operating Budgets
Electric Services	Routine Capital: annual electric system improvements	These improvements include undergrounding electric lines and other improvements to increase the reliability of the electric system.	Electric Service Fees	\$ 754,188	No impact on operating budget
Electric Services	Undergrounding Electric Utilities	This is part of an ongoing plan to underground electric utility lines over the next 8 - 10 years.	Electric Service Fees - \$3,050,000; Prior Bond Proceeds - \$450,000	\$ 3,500,000	As electric utilities are placed underground there will be less costs for trimming trees around power lines.
Electric Services	West Fairbanks Undergrounding	In partnership with Duke Power and the Florida Department of Transportation, this project removes the major overhead wires along W. Fairbanks between I-4 and Hwy. 17/92.	Grants/Fund Raising	\$ 3,077,000	No ongoing impact on the operating budget is anticipated by the completion of this project. If actual costs exceed grant amount there may be additional capital costs but none are currently anticipated.