



city commission agenda

Regular Meeting

January 23, 2017
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	Pete Weldon

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 Rev. Dr. Harold Custer, St. Andrews United Methodist Church Pledge of Allegiance	
3	Approval of Agenda	
4	Mayor's Report	*Projected Time *Subject to change
	<ul style="list-style-type: none"> a. Business Recognition Award Recipient 4th Quarter 2016 – Izea, Inc. b. Board appointment – CRA Advisory Board c. Golf Course Task Force d. Appointments to the Age Friendly Winter Park Advisory Board (Commission and citizen representative) 	5 minutes
5	City Manager's Report	*Projected Time *Subject to change 5 minutes

6	City Attorney's Report	*Projected Time *Subject to change
7	Non-Action Items	*Projected Time *Subject to change
8	Citizen Comments 5 p.m. or soon thereafter (if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting) (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	
9	Consent Agenda a. Approve the minutes of January 9, 2017. b. Approve PR 161226 to Musco Lighting, Inc. for Ward Park Field 8 light pole replacement. c. Approve the agreement between the Winter Park Garden Club and Mead Botanical Gardens and agree to amend the existing land lease pending City Attorney approval of the wording. d. Approve a six month extension of pay differential for an employee currently deployed on active military duty.	*Projected Time *Subject to change 5 minutes
10	Action Items Requiring Discussion	*Projected Time *Subject to change
11	Public Hearings a. Ordinance – Providing for approval of the Project Wellness final plat and acceptance of the dedications; providing for the vacation and abandonment of certain portions of Mizell Avenue, South Edinburgh Drive and North Perth Lane; providing for the vacation and abandonment of certain distribution and utility easements; providing for the renaming of certain public rights-of-way (2) b. <u>Request of TGG Ltd.</u> - Ordinance – To amend the Comprehensive Plan Future Land Use Map to change the Future Land Use Designation of Commercial to Central Business District at 309 W. New England Avenue (2) - Ordinance – To amend the Official Zoning Map to change Medium Density Multi-Family Residential (R-3) District zoning to Commercial (C-2) District at 309 West New England Avenue (2) c. <u>Request of St. John Evangelical Lutheran Church</u> : Conditional use approval to use their vacant properties at 1010 Garden Drive and 1021 Camelia Avenue, zoned Single Family Residential (R-1A), as unpaved grass parking lots for the church, church school and community events.	*Projected Time *Subject to change 5 minutes 5 minutes 10 minutes

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| d. <u>Request of Rollins College:</u> POSTPONED UNTIL FEBRUARY 27 | 20 minutes |
| <ul style="list-style-type: none">- Ordinance – To amend the Land Development Code “Zoning Regulations” to change the text of the Commercial (C-3) zoning district to add a new conditional use to include “Warehousing and Distribution Facilities When Serving a University or College” (1)- Ordinance - To amend the “Comprehensive Plan” Future Land Use Map to change from a Low Density Residential Future Land Use Designation to a Commercial Future Land Use Designation on 875 square feet of the northwest corner of 483 Holt Avenue (1)- Ordinance – To amend the Official Zoning Map to change from Low Density Residential (R-2) District zoning to Commercial (C-3) District zoning on 875 square feet of the northwest corner of 483 Holt Avenue (1)- Conditional use approval to construct a two-story, 21,564 square foot building on the vacant properties at 501 Holt Avenue and 450 W. Fairbanks Avenue to hold the facilities and physical plant operations of Rollins College, providing for certain exceptions and for a development agreement, if required. | |
| e. <u>Request of Winter Park Real Estate Advisors, Inc.:</u> | 45 minutes |
| <ul style="list-style-type: none">- Ordinance – To amend the “Comprehensive Plan” Future Land Use Map to change from Single Family Residential to Medium Density Residential on the 11’ to the east of 326 Hannibal Square, East and to change from Central Business District to Medium Density Residential on the property at 354 Hannibal Square, East and from Single Family Residential to Low Density Residential on the properties at 463 and 455 West Lyman Avenue (1)- Ordinance – To amend the Official Zoning Map to change from single Family Residential (R-1A) District to Medium Density Multiple Family Residential (R-3) District zoning on the 11’ of property to the east of 326 Hannibal Square, East and to change from Commercial (C-2) District zoning to Medium Density Multiple Family Residential (R-3) District zoning on the property at 354 Hannibal Square, East and from Single Family Residential (R-1A) District zoning to Low Density Residential (R-2) District zoning on the properties at 463 and 455 West Lyman Avenue (1)- Conditional use approval to redevelop the properties at 326 and 354 Hannibal Square, East and at 465, 463 and 455 West Lyman Avenue with a nine unit, two and three story residential project, prospectively zoned R-3 and R-2; providing for certain exceptions and for a development agreement, if required (1) | |

12	City Commission Reports	*Projected Time *Subject to change
	<ul style="list-style-type: none">a. Commissioner Seidelb. Commissioner Sprinkelc. Commissioner Cooperd. Commissioner Weldone. 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."

Here is the request received from Abby Gulden and information regarding the board:

I am writing to invite you to join the Age Friendly Winter Park Initiative as an advisory board member. The first meeting is scheduled for January 31st at the Chamber of Commerce Welcome Center, from 10:30am to 12 pm.

The ultimate goal of the AARP Network of Age-Friendly Communities is to increase the number of communities that support healthy aging, which will thereby improve the health, well-being, satisfaction and quality of life for older Americans. In an age-friendly community, policies, services, settings and structures support and enable people remain active as they age. And, because active aging is a life-long process, an age-friendly community is not just “elder-friendly, but rather friendly for people of all ages. Though it has not yet been designated as age-friendly, much work in the City is being done (or has already been done) relative to these goals. The effort toward designation by AARP has the support of the Mayor, City Manager, Assistant City Manager and other leaders on the City staff. The application to the AARP designation program is being led by the City of Winter Park, and funded in part by a generous grant from the Winter Park Health Foundation.

Anticipated initial tasks of the advisory group in Year 1:

Interaction: Minimal to intermediate based upon availability. May be in person meetings, email, or phone throughout the project. Asked to serve as community liaisons and champions for the initiative, communicating to community residents and stakeholders in formal and informal settings

Timeline – 1-3 years

- Help set schedule for future Advisory Council meetings.
- Assist with construction of a blueprint for how advisory council members will influence plan development and stay involved in the age-friendly city cycle for the duration of the project
- Assist with development of an initial assessment of existing services and community assets associated with an age-friendly community.
 - The assessment provides a baseline of the community’s age-friendliness in the AARP eight domains of livability, four of which we have chosen to focus on for this initial review period, though all are addressed by the city in some respect:
 - Outdoor Spaces and Buildings

- Transportation
- Housing
- **Social Participation**
- **Respect and Social Inclusion**
- Civic Participation and Employment
- **Communication and Information**
- **Community and Health Services**
- Advise, based on this assessment, on 20-25 questions from AARP/Sarasota template survey as to what feedback from residents will be important for successfully facilitating aging in place. UCF will be engaged to lead the survey effort through a targeted, statistically significant telephone survey
- Assist with identification of valuable focus group topics and participants
- Assist in developing a three-year community-wide action plan based on assessment findings and identify indicators to monitor progress against this plan



city commission **city manager's report**

item type City Manager's Report

meeting date January 23, 2017

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	Four of Winter Park's street crossings are included in FDOT's CIP for installing concrete panels with South Denning, Pennsylvania North and South remaining.	Crossing for Holt/Pennsylvania improvements scheduled for January 27. Pennsylvania/Webster improvements scheduled for February 24. Minnesota improvements scheduled for April 28, respectively.
Ward Park restrooms	Both new restrooms 100% complete and open. Old restroom demolition has begun.	Completed.
Cady Way Pool	With the transition in leadership at the Winter Park YMCA they have not planned to staff or program the pool this winter. They also do not currently have funding for the cover that would be necessary to keep the water heated. The City and YMCA provided usage statistics, cost estimates and future programming plans at the December 12, 2016 meeting.	City staff is currently assessing potential facility upgrades and costs to report back to Commission in February.

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

REGULAR MEETING OF THE CITY COMMISSION
January 9, 2017

The meeting of the Winter Park City Commission was called to order by Mayor Steve Leary, at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Joseph Richardson, Central Florida Freethought Community, followed by the Pledge of Allegiance.

Members present:

Mayor Steve Leary
Commissioner Greg Seidel
Commissioner Sarah Sprinkel
Commissioner Carolyn Cooper
Commissioner Pete Weldon

Also present:

City Manager Randy Knight
City Clerk Cynthia Bonham
City Attorney Kurt Ardaman

Approval of the agenda

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

Mayor's Report

Sid Cash, representing Winter Park Pop Warner, Inc., presented a \$70,000 check to the City to help pay for improvements to Showalter Field.

a. Civil Service Board appointments:

Mayor Leary reappointed Gary Brewer and nominated Ansley Butts and Stephen Stutzer to the Civil Service Board (2017-2019); seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Other business

Mayor Leary spoke about the golf course improvements looking great and that he wanted to create a smaller task force of five members to meet either monthly or quarterly to make sure the City is getting the most out of its investment and that the City is heading in the right direction. Mayor Leary will bring this back at the next meeting for discussion.

City Manager's Report

City Manager Knight provided an update on the library lawsuit. He stated that Mr. Michael Poole has now filed for a motion for a re-hearing and a motion to amend the judge's order that has stalled the entire project. He stated the City has currently spent just under \$202,000 trying to move forward with the bond issues; \$168,000 on the validation side, \$33,000 on the writ certiorari that is still pending and now we have to respond to Mr. Poole's latest filing. Mayor Leary commented that the bond market is going to see increased rates so the cost of the lawsuit as well as probable additional dollars spent in acquiring and securing the bonds

because of rate increases could potentially cost the City another \$750,000 over 20 years. Attorney Ardaman spoke about the appeals filed by Mr. Poole that they believe are procedurally improper and substantively without merit and still pending. (Later in the evening during the public comment section for items not on the agenda, Attorney Ardaman announced he was just informed that the judge has ruled against Mr. Poole's motions for a rehearing and to amend the final judgment in this case).

City Attorney's Report

Attorney Ardaman spoke about the lot split request that previously came before the Commission regarding Champion Circle that was continued to this evening. He stated since this is not being heard this evening he recommended to re-advertise for a date certain and a hearing after the Wednesday meeting this week where they will try and facilitate a resolution.

Motion made by Commissioner Weldon to re-advertise for a specific date for a hearing per the City Attorney's request; seconded by Commissioner Cooper and carried unanimously with a 5-0 vote. No public comments were made.

Consent Agenda

- a. Approve the minutes of December 12, 2016.
- b. Approve contract renewal with Gerhartz & Associates LLC, and authorize the Mayor to execute Amendment No. 4 (RFQ-16-2012).

Motion made by Commissioner Cooper to approve the Consent Agenda; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote. No public comments were made.

Action Items Requiring Discussion

No action items.

Public Hearings:

- a. Request of CDS Contractor, Inc.: Subdivision approval to re-orient and re-plat the properties at 1300 and 1324 Miller Avenue.

Planning Manager Jeff Briggs summarized the request that was tabled in December. He spoke about the tree issue from the last meeting that has been determined to be a camphor tree that needs to be removed because of the driveway. The tree in question was a 55" camphor tree along the Miller Avenue frontage. Staff explored the option of significantly reducing the width of the proposed 20 foot driveway down to 10 feet in the vicinity of the camphor tree in order to save that tree. However, in the opinion of the City's Urban Forestry Manager, the root system of

the camphor would be severely impacted as well as a large portion of the canopy would need to be removed on the west side to create the open pathway for vehicles and also on the south side for the townhouse. So while you could get around the trunk of the tree with a smaller driveway about 60% of the tree canopy would need to be removed; thus, the entire tree should be removed.

Motion made by Commissioner Seidel to approve the request; seconded by Commissioner Weldon. No public comments were made. **Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.**

Commissioner Sprinkel asked that they receive information regarding any impacted trees before the meetings so they do not have to postpone items because of the lack of that information. It was agreed that this would be a procedure to follow.

b. Request of Randall Lazarus for subdivision or lot split approval to divide the property at 1800 Edwin Boulevard into two single family lots.

Planning Manager Jeff Briggs explained the request and lot width variance request of 62.5 feet as required in R-1A zoning. Staff recommendation was denial because it did not meet the frontage criteria but that the P&Z members felt the 62.5 lots fit in better with the character of Edwin Boulevard and that having two smaller homes was better than one much larger home.

Commissioner Sprinkel spoke against the request because of lowering the lot width and wanted the 75' to remain. Commissioner Cooper also spoke against the request because it failed the comprehensive plan test, the 62.5' did not favorably compare to the neighborhood, and that the code should be followed.

Commissioner Seidel declared a conflict of interest and did not vote. Form 8B is attached. He asked if that would make a difference if they had different size lots instead two lots the same size.

Commissioner Weldon addressed the lots across the street being comparable to this request so he agreed with the lot split request. Mayor Leary stated he attended the P&Z Board meeting and agreed that two homes would better fit into the neighborhood.

Motion made by Commissioner Weldon to approve the lot split request; seconded by Mayor Leary.

Mark Squires, Winter Park Land Company, representing the applicant/seller, spoke in favor of approving the request. He addressed this lot being the largest one on the street and that a 7,000 square foot house could be built that would not fit in with the street.

Upon a roll call vote, Mayor Leary and Commissioner Weldon voted yes. Commissioners Sprinkel and Cooper voted no. Commissioner Seidel recused himself from voting due to a conflict of interest. The motion failed with a 2-2 tie vote.

- c. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROVIDING FOR THE APPROVAL OF THE PROJECT WELLNESS FINAL PLAT AND ACCEPTANCE OF THE DEDICATIONS THEREIN, INCLUDING THE RECONFIGURED PUBLIC RIGHTS-OF-WAY; PROVIDING FOR THE VACATION AND ABANDONMENT OF CERTAIN PORTIONS OF MIZELL AVENUE, SOUTH EDINBURGH DRIVE AND NORTH PERTH LANE AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR THE VACATION AND ABANDONMENT OF CERTAIN DISTRIBUTION AND UTILITY EASEMENTS; PROVIDING FOR THE RENAMING OF CERTAIN PUBLIC RIGHTS-OF-WAY; PROVIDING FOR CONFLICTS, SEVERABILITY, AN EFFECTIVE DATE AND RECORDING First Reading

Planning Manager Jeff Briggs addressed the approval of Project Wellness in May 2016 and the requirement to adopt an ordinance for a re-plat that includes vacations of public streets. He stated nothing has changed from the prior approvals and that this also includes the renaming of roads.

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

- d. Request of Phil Kean Designs:

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 CHANGE THE FUTURE LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL TO PARKING LOT ON THE NORTH 20 FEET OF 947 NORTH KENTUCKY AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. First Reading

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE LOW DENSITY RESIDENTIAL (R-2) ZONING TO PARKING LOT (PL) DISTRICT ZONING ON THE NORTH 20 FEET OF 947 NORTH KENTUCKY AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. First Reading

Attorney Ardaman read both ordinances by title. Planning Manager Jeff Briggs explained the request. The property at 947 North Kentucky backs up to the rear of the properties at 906/912/952 West Fairbanks Avenue that holds the offices of Phil Kean Designs. Those collective buildings have been renovated and rebuilt over the past 3-4 years and are in conformance with the City's parking regulations.

However, due to the nature of their business, they experience times when their needs for parking are in excess of the City's Code. The property at 947 North Kentucky Avenue was offered to them for purchase and their interest would be to create 5-6 employee parking spaces off the alley in the rear 20 feet of the 947 North Kentucky property and then develop and sell the balance of the property as a single family home or duplex. He addressed the split vote of the Planning and Zoning Board.

Commissioner Seidel announced speaking with David Stone in Mr. Kean's office and a neighbor before the meeting. Commissioner Cooper spoke with two neighbors. Mr. Briggs addressed questions of the Commission. Discussion ensued that the parking would encroach into the neighborhood and the need to protect neighborhoods from commercial encroachment.

Motion made by Commissioner Weldon to deny the request; seconded by Commissioner Cooper.

David Stone, Phil Kean Design Group, spoke in favor of the request and played a video of the street that was modeled with existing homes there.

The following spoke in opposition to the request because of encroaching into residential:

Keith McClain, 835 N. Kentucky Avenue
Shirlee Snodgrass, 731 Midget Drive
Mary Randall, 1000 S. Kentucky Avenue
Sonia McClain, 935 N. Kentucky Avenue
Lurline Fletcher, 811 English Court

Mr. Stone explained the shortage of parking at their site and that sometimes employees are parking on the public street (Kentucky).

Commissioner Cooper spoke that this is a single family neighborhood. Commissioner Weldon voiced his concern with this request changing the zoning and land use that is too much for the circumstances.

Upon a roll call vote to deny the request, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

e. Request of Mr. Morgan Bellows:

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 CHANGE THE FUTURE LAND USE DESIGNATION OF SINGLE FAMILY RESIDENTIAL TO LOW DENSITY RESIDENTIAL DESIGNATION ON THE PROPERTY AT 335 WEST COMSTOCK AVENUE, MORE PARTICULARLY

DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. First Reading

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE SINGLE FAMILY RESIDENTIAL (R-1A) DISTRICT ZONING TO LOW DENSITY RESIDENTIAL (R-2) DISTRICT ZONING ON THE PROPERTY AT 335 WEST COMSTOCK AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE First Reading

Attorney Ardaman read both ordinances by title. Commissioners Seidel and Sprinkel stated they spoke with the applicant and/or neighbors regarding this request before the meeting.

Planning Manager Jeff Briggs explained the property is currently occupied by a single-family residence which is proposed to be demolished. He addressed the lot size and the zoning of the abutting properties to the north and the properties to the south across Comstock Avenue and to the west across Virginia Avenue zoned single-family (R-1A). The properties to the east are zoned low-density residential (R-2), which are occupied by the recently completed David Weekly townhomes and single-family homes.

The applicant has provided a development plan for a single family home. The proposed two-story single family home is a total of 4,361 square feet in size including the two car garage. The proposed home meets the R-2 setbacks and building lot coverage. Under R-2 zoning, this property could be used for a duplex. However, the applicant has volunteered to accept a restriction on the R-2 zoning that limits development of the property to a single family home and to no more than the 50% FAR shown. That restriction is included in the proposed zoning ordinance. The maximum FAR as currently zoned R-1A is 43%. What the applicant gains is to add 7% more FAR or 612 square feet of added house size.

The issue for the City is where to draw the line between the single-family R-1A zoning and the R-2 zoning. He addressed the split vote and no formal recommendation of the Planning and Zoning Board. Mr. Briggs responded to Commission questions. Discussion ensued regarding the proposed size of the house and the applicant wanting to increase the size thus causing the need for the two ordinances.

Randall Slocum, Slocum Platts Architects and representing the applicant, stated the rezoning gives them the opportunity to put more smaller second story space and further east with the shortened setback. He commented that scale-wise this is more compatible with the other buildings there and is a much better solution than being forced to do a design in R-1.

Applicant Morgan Bellows explained their request and asked for support because of the compatibility with the remainder of the street.

Commissioner Seidel commented that what they are proposing is a nice transition from what is built there to the single family homes and they have taken a lot of care as to how it fits in with the rest of the neighborhood but had concerns with changing the zoning.

Commissioner Cooper addressed her appreciation to the thought and architecture that went into this but disagreed with rezoning the property. She added that the line of demarcation needs to stop moving.

Mayor Leary stated he is less concerned with the rezoning because he believed the natural line to be the curb and that this request makes more sense with the remainder of the block. He stated he likes the proposal and the architecture and how they worked with the transition to the curbside. He addressed reviewing the rezoning that has occurred because he hears a lot from residents that they are rezoning everything and keep encroaching into their neighborhoods. He summarized the number of rezoning requests denied on the Westside, the ones that were approved, and the ones approved for the remainder of the City.

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

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

The following spoke in opposition to the request (rezoning concerns):

John Skolfield, 358 Ultoria Drive
Bob Cambric, Hannibal Square Community Land Trust
RuDean Shaw, 441 S. Virginia Avenue
Martha Hall, 331 W. Lyman Avenue
Lurline Fletcher, 811 English Court
Maria Bryant, 450 S. Virginia Avenue, 400 W. Lyman Avenue
Richard Habgoon, 411 W. Comstock Avenue

The following spoke in support of the request:
Gentleman residing at 426 W. Lyman Avenue (name not clear)

After public comments, Mr. Bellows and Mr. Slocum provided additional comments regarding the landscape plan, the location of the garage and driveway. Commissioner Sprinkel spoke about this remaining a single family home as part of the deed. Commissioner Weldon stated approving this request would be an accommodation for no strategic purpose and is voting against this only because of that reason.

Upon a roll call vote on the first ordinance, Mayor Leary and Commissioner Sprinkel voted yes. Commissioners Seidel, Cooper and Weldon voted no. The motion failed with a 3-2 vote.

Upon a roll call vote on the second ordinance, Mayor Leary and Commissioner Sprinkel voted yes. Commissioners Seidel, Cooper and Weldon voted no. The motion failed with a 3-2 vote.

Public Comments (items not on the agenda)

Scott Frazier, Terry & Frazier, P.A., representing the owners, spoke about 200 Oakwood Way and Champion Circle. He stated they do not oppose the lot split that is pre-existing in the Charmont Subdivision platted in the 1920's. He stated the Champion Circle issue relates to the neighbor's concerns about losing a small piece of land, the drive around and the island that has not been kept up. He stated the City has not maintained it and the neighbors have never used. He stated the Commission has received inaccurate information about the use of Champion Circle. He will attend the public meeting to be held on Wednesday.

Nancy Shutts, 2010 Brandywine Drive, asked about the cost to the City from the library PAC lawsuit and for the public to be made aware of what the delay has cost the citizens. City Manager Knight will send Ms. Shutts an email outlining the cost to the City. Attorney Ardaman stated he just received word that the judge just ruled against Mr. Michael Poole's motions for rehearing and to amend the final judgment in this case.

Ms. Shutts also asked about red light camera revenues and how the revenue can or will be used so they can make suggestions as to how to use those revenues.

Mayor Leary welcomed the new Chamber of Commerce President Betsy Eckbert.

Recess

A recess was taken from 6:03 - 6:22 p.m.

f. Request of TGG Ltd.

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 CHANGE THE FUTURE LAND USE DESIGNATION OF COMMERCIAL TO CENTRAL BUSINESS DISTRICT ON THE PROPERTY AT 309 WEST NEW ENGLAND AVENUE (LOT 16, BLOCK 40), MORE PARTICULARLY DESCRIBED HEREIN. First Reading

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL (R-3), DISTRICT ZONING TO COMMERCIAL (C-2) DISTRICT ZONING ON THE PROPERTY AT 309 WEST NEW ENGLAND AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. First Reading

Attorney Ardaman read the ordinances by title. Planning Manager Jeff Briggs explained the request that is consistent with other zoning in that area. The

property is a vacant 50' by 130' lot (Lot 16, Block 40) that is 6,500 square feet in size. The other adjacent properties at 347 & 313 West New England and 301 West New England Avenue are all designated as Central Business District future land use and zoned C-2. The property directly across the street at 298 West New England also has the same designation and zoning.

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

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

g. Request of Sydgan Corporation:

RESOLUTION NO. 2179-17: A RESOLUTION OF THE CITY COMMISSION OF THE OF WINTER PARK, FLORIDA, ADOPTING AMENDMENTS TO THE AMENDED AND RESTATED DEVELOPMENT ORDER FOR THE RAVAUADGE DEVELOPMENT AS ORIGINALLY ADOPTED ON NOVEMBER 10, 2014, PROVIDING FOR, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE

Attorney Ardaman read the resolution by title. Planning Manager Jeff Briggs addressed the request made by the developer to make two modifications to the development order to the rules for the Ravaudage PD; one involves a new prospective apartment project that they want to increase to five stories; and to modify the Ravaudage PD land use plans to provide entitlements for two properties added to the PD (1325 Lewis Drive and 1531 Lee Road). Mr. Briggs answered questions.

Applicant Dan Bellows, 425 W. New England Avenue, representing Benjamin Partners, explained his request.

Motion made by Commissioner Weldon to adopt the resolution; seconded by Commissioner Sprinkel. No public comments were made. **Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.**

City Commission Reports:

- a. Commissioner Seidel – Reported that he is running in the March election.
- b. Commissioner Sprinkel – No report.

c. Commissioner Cooper – Reported that she wanted to discuss the C-2 business areas, vertical zoning, and design standards in the future. She also addressed acknowledging Ms. Womble for the globes during the holidays. It was clarified she was already acknowledged the first year these were introduced.

d. Commissioner Weldon – Wanted to see the Commission give specific direction to staff regarding the development of design guidelines for the main corridors and for the mixed-use code, both to be done this year as approved in the comprehensive plan submission now before the State: 1) the first direction he proposed is that any design guidelines for the corridors and for mixed use codes be objective in nature, with the intent that such guidelines will be enforced by staff on a project by project basis; and 2) the second direction he proposed is that we ask staff to identify cities similar to Winter Park as model cities for design guidelines and mixed use codes, that staff provide them with a list of such cities with links to or copies of relevant materials, and that staff provide them with details of actual projects completed under such guidelines and codes within the selected model cities.

There was a consensus that the City Manager review and forward this to staff for a future discussion.

e. Mayor Leary – Spoke about the tragic loss of the Orlando police officer and the Orange County deputy and how much he appreciates our police department and fire department and how they protect them every day.

The meeting adjourned at 6:52 p.m.

Mayor Steve Leary

ATTEST:

City Clerk Cynthia S. Bonham, MMC



city commission agenda item

item type	Consent Agenda	meeting date	January 23, 2017
prepared by department division	Purchasing Division	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

Purchases over \$75,000

	vendor	item background	fiscal impact	motion recommendation
1.	Musco Lighting, Inc.	PR161226 – Ward Park – Field 8 – Light Pole Replacement	Total expenditure included in approved FY17 budget. Amount: \$100,200.00	Commission approve PR161226 to Musco Lighting, Inc. for Ward Park – Field 8 – Light Pole Replacement.
Pricing obtained through Clay County Bid #13/14-8. Clay County issued a formal solicitation to award this contract.				



city commission agenda item

item type	Consent Agenda	meeting date	January 23, 2017
prepared by department division	John Holland, Director Parks and Recreation Administration	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 checked="" type="checkbox"/> no <input type="checkbox"/> N/A <input type="checkbox"/> final vote		
strategic objective	<input type="checkbox"/> Exceptional Quality of Life <input type="checkbox"/> Intelligent Growth & Development <input checked="" type="checkbox"/> Investment in Public Assets & Infrastructure <input type="checkbox"/> Fiscal Stewardship <input type="checkbox"/> Public Health & Safety		

motion | recommendation

Approve the agreement between the Winter Park Garden Club and Mead Botanical Gardens and agree to amend the existing land lease pending City Attorney approval of the wording.

background

The Winter Park Garden Club entered into a lease with the City on September 1, 1971 for the property on which the current Garden Club building is standing. The City has extended the terms of the lease several times which is currently scheduled to expire on June 30, 2031.

Over the past year, Mead Botanical Garden, Inc Executive Board and the Winter Park Garden Club Officers have entered into negotiations for the purchase of the Garden Club building by MGB,Inc. Both parties have agreed to the sale of WPGC assets for sum of \$70,000 and continued use of the building by the Winter Park Garden Club for 5 years at no charge.

The City and Mead Botanical Garden, Inc. will amend the current WPGC Lease to reflect the new building ownership or execute a new agreement.

alternatives | other considerations

Continue to operate with current and existing agreements.

fiscal impact

Mead Botanical Gardens, Inc. currently leases the north portion of the Mead Botanical Garden property and all revenues from events, rentals and donations go toward the care and improvements of the Gardens.

AGREEMENT

This Agreement ("Agreement") is made as of January 9, 2017. The parties to this Agreement are **WINTER PARK GARDEN CLUB INC.**, a 501(c)3 corporation ("WPGC"), and **MEAD BOTANICAL GARDEN, INC.**, a 501(c)3 corporation ("Mead Garden").

Background Facts

- A. WHEREAS, WPGC leases certain property ("Leasehold") from the City of Winter Park, Florida ("City") pursuant to that certain Lease, as amended (the "Lease"), copied and attached hereto as **Exhibit A**.
- B. WPGC wishes to transfer and assign to Mead Garden, and Mead Garden wishes to amend its existing Lease with the City and accept such transfer and assignment from WPGC of: (i) the Lease, including the Leasehold; (ii) all fixtures and improvements thereon, including the existing building and related improvements (collectively, the "Building"), and furnishings therein belonging to WPGC except those certain items to be retained by WPGC described on **Exhibit B** attached hereto and incorporated herein by reference; and (iii) those certain existing agreements between WPGC and third parties described on **Exhibit C** attached hereto and incorporated herein by reference (items (i), (ii) and (iii) above, collectively, the "Assets"), upon the terms and conditions set forth below.

Terms of Agreement

In consideration of the facts mentioned above, other good and valuable consideration the adequacy and receipt of which are acknowledged by the parties hereto, the parties' mutual desire that WPGC continue to thrive long term and maintain its close affiliation with Mead Garden, and the mutual promises set out below, the parties hereto agree as follows:

- 1. Mead Garden shall pay to WPGC for the Assets the sum of \$70,000.00, payment thereof to be made in two (2) payments of \$35,000.00 each, the first such payment at Closing (defined below) by check or wire transfer of funds into an account designated by WPGC, and the second such payment on or before that date which is twelve (12) months after Closing pursuant to that certain Promissory Note in form attached hereto as **Exhibit D** to be executed and delivered by and from Mead Garden to WPGC simultaneously with and as a condition of Closing.

 WPGC  MBG Inc.

2. Mead Garden shall, subsequent to Closing, make the Building available to WPGC for the conduct of regular and special WPGC functions for a period of five (5) years commencing on the date of Closing. Mead Garden shall ensure at all such times that the current parking servicing the Building and the Garden, or comparable nearby open parking, will exist. WPGC shall have the right to use the Building for such functions subsequent to such five (5) year period; provided, however, that after such five (5) year period should Mead Garden then elect to demolish the Building, Mead Garden shall, at Mead Garden's sole initiative and expense, without interruption to WPGC's functions, and until the later of: (a) the date of expiration of the term of the Lease; or (b) the date of expiration of the term of any current and/or future leases between Mead Garden and City, make available to WPGC a comparable facility, including adequate open parking.
- a) Annual use of the Building (or comparable facility per the foregoing, as the case may be) by WPGC shall include monthly WPGC Board meetings (up to 11 per calendar year), monthly general membership meetings (up to 8 per calendar year), plus access for preparation for each such general membership meeting the day before same, and other regular, special and unplanned weekday events (up to 13 per calendar year). WPGC agrees to provide Mead Garden with the dates for WPGC's monthly Board meetings, general membership meetings and regular planned meetings and events approximately one (1) year in advance. WPGC shall provide Mead Garden with the dates for all other events as early as reasonably possible to facilitate reservation in good faith cooperation with Mead Garden of the desired dates. Mead Garden shall reserve the foregoing dates for all such events upon receipt of such dates from WPGC if the requested dates are then available. Insofar as the requested dates are already then booked, Mead Garden and WPGC will cooperate in good faith to reserve mutually agreed upon alternate dates.
- b) Mead Garden will provide the setup and/or takedown of tables and up to 75 chairs for WPGC meetings and other events noted in (a) above for a period of five (5) years commencing on the date of Closing at no charge to WPGC, utilizing tables and chairs from Mead Garden's inventory at the time of each such event. WPGC will be responsible for setup and cleanup of the kitchen, decorations, and other program-related support materials and equipment. Subsequent to the five (5) years, Mead Garden may charge the WPGC a reasonable and customary fee for setup and/or takedown of tables, chairs and other program or event related items.

 WPGC  MBG Inc.

3. Subsequent to Closing, Mead Garden will provide at all times storage space in the Building (or comparable facility per the foregoing, as the case may be), or at a mutually agreed upon location reasonably acceptable and convenient to WPGC, so long as WPGC shall desire and utilize such storage. Such storage space for WPGC will include the equivalent of two (2) sets of upper and lower cabinets in the existing office in the Building, the equivalent of the existing craft storage closet in the Building, and adequate, but not exclusive use, space to store up to the amount existing at Closing of flower arranging vases, hanging linens and other supplies for WPGC meetings, floral demonstrations, classes, etc.
4. Subsequent to Closing, Mead Garden will provide to WPGC the use of office space and office equipment in the Building (or comparable facility per the foregoing, as the case may be), for occasional use by WPGC as reasonably necessary. Mead Garden will cooperate in good faith with WPGC to provide the WPGC officers and designated personnel access to the Building (or comparable facility per the foregoing, as the case may be) for the purposes described in this Agreement at mutually agreed dates and times .
5. Subsequent to Closing, Mead Garden shall be responsible at Mead Garden's sole initiative and expense for all maintenance, scheduling and operations, landscaping, utilities, insurance, and all other costs and expenses associated with the Assets, including, without limitation, the Building (or comparable facility described above as the case may be), and shall ensure that the Building (or comparable facility described above as the case may be) is well maintained, and WPGC will have no financial or operational responsibility for the Assets, including, without limitation, the Building (or comparable facility described above, as the case may be).
6.
 - a. At and effective at Closing, Mead Garden may elect assignment from WPGC the existing service and maintenance contracts of its choice, and for the contracts selected, Mead Garden shall pay to WPGC a pro-rata share of any advance payments made thereunder by WPGC.
 - b. WPGC will provide Mead Garden with accurate and complete copies of all existing contracts and agreements (whether written or oral) for events booked for the date of Closing and later. Further, WPGC will provide Mead Garden with current contact information for each party of the contracts and agreements. At and effective at Closing, WPGC shall pay to Mead Garden any and all client deposits and payments received for all events booked for the date of Closing and later. Responsibility for collecting subsequent payments, and communications with clients pertaining to such events regarding setup, etc. will transfer from WPGC to Mead Garden on and

CJP WPGC MB MBG Inc.

effective that date. Communication with future clients, showing the building, etc. shall also transfer from WPGC to Mead Garden on that date. All rents, revenues, income and deposits associated with events taking place after Closing shall be turned over to Mead Garden.

c. The next electric bill after Closing will be paid by Mead Garden, with pro-rata reimbursement from WPGC for its period of ownership prior to Closing.

d. Mead Garden shall bear all expenses associated with this Agreement and closing the transaction contemplated herein, except that WPGC shall bear its own attorney fees.

7. The provisions of this Agreement shall survive Closing and are binding upon successors and assigns of the parties hereto. In the event of a disagreement or dispute arising between the parties, the parties agree to make a good faith effort to understand the issues at hand and resolve the dispute or disagreement amicably. In the event that such efforts toward conflict or dispute resolution are not successful, the parties agree to the following process:

a. The unresolved dispute or disagreement arising between the parties must first be mediated by a Florida Supreme Court Certified Circuit Court Mediator, before either party may initiate an action in any State or Federal Court. This provision is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

b. The parties agree that the mediation shall be scheduled within thirty (30) days and the mediation shall occur as soon as possible thereafter. The parties agree to abide by the Mediation Agreement and equally pay the Mediator's fees. The confidentiality provisions of the "Mediation Confidentiality and Privilege Act" shall attach to any such presuit mediation.

c. The parties agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any litigation, arbitration or other legal proceeding involving the parties.

8. This Agreement and the obligations of the parties hereto are expressly contingent upon final, non-appealable approval of this Agreement by City in accordance with the Lease ("City Approval")

CJP WPGC MBG MBG Inc.

and release by City of WPGC from liability under the Lease as of Closing. The parties hereto shall endeavor diligently in good faith to obtain such City Approval. Closing of the transaction contemplated by this Agreement ("Closing") shall occur at a mutually convenient time and place within thirty (30) days after City Approval; provided, however, that notwithstanding anything herein to the contrary, if City Approval is not obtained within ninety (90) days after the date of this Agreement, this Agreement shall be deemed null and void ab initio. At Closing, the parties shall execute and deliver such closing documents and instruments as shall be reasonably necessary to close and effectuate the transaction contemplated by this Agreement, including, without limitation, the Promissory Note attached hereto as **Exhibit D**, Assignment of Lease, Bill of Sale, assignments relative to any pertinent agreements, release by City from the Lease, and such other documents and instruments as shall be reasonably necessary to effectuate Closing under and pursuant to this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

CJP WPGC MB MBG Inc.

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

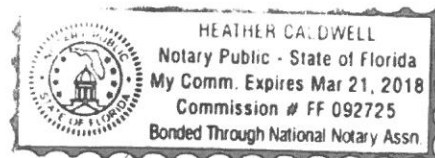
WINTER PARK GARDEN CLUB INC.

By: Cynthia Pesch
Print Name: Cynthia Pesch
Its: President

MEAD BOTANICAL GARDEN, INC.

By: Jeffrey Blydenburgh
Print Name: Jeffrey Blydenburgh
Its: Chairman

By: William Weir
Print Name: William Weir
Its: Treasurer



Heather Caldwell
1/9/2017

EXHIBIT A

**Winter Park Garden Club Lease
1996 Lease Extension
2006 Lease Extension**

GARDEN CLUB

LEASE

THIS LEASE AND AGREEMENT dated this 1st day of September, 1971, and made by and between CITY OF WINTER PARK, a Florida municipal corporation, as Lessor, and WINTER PARK GARDEN CLUB, INC., a Florida non-profit corporation, as Lessee.

WITNESSETH:

WHEREAS, the City of Winter Park is the owner in fee simple of the hereinafter described land, and

WHEREAS, Winter Park Garden Club, Inc. has for several years had the use of the following described property to further its garden club activities and has expended money to improve and maintain same, and

WHEREAS, the City of Winter Park has determined that the use of the hereinafter described property by Winter Park Garden Club, Inc., for its meeting place and activities pertaining thereto will be for the benefit of the City of Winter Park, and

WHEREAS, the City of Winter Park has by lease agreement heretofore leased the hereinafter described land to Winter Park Garden Club, Inc., and the parties hereto now wish to terminate this lease, and enter into a new lease agreement in place thereof,

NOW THEREFORE, City of Winter in consideration of the premises and of the agreements herein contained has demised and leased and by these presents does demise and lease unto Winter Park Garden Club, Inc., the following described land situate, lying and being in the City of Winter Park, Orange County, Florida, to-wit:

From a point 660 feet North of the SW corner of Section 7, Township 22 South, Range 30 East, run South 87° 47' East 646.9 feet, thence North 67° 16' East 379 feet to point of beginning; run thence South 8° 42' East 125.63 feet, thence North 75° 40' East 199.30 feet more or less to the edge of a creek, thence Northerly along said edge of the creek to a point North 78° 49' East 179 feet more or less from point of beginning; thence South 78° 49' West 179 feet more or less to the point of beginning.

TO HAVE AND TO HOLD the said described premises with all the rights, privileges, easements and appurtenances thereunto attaching and belonging for and during the term of twenty-five (25) years from and after the first day of September, 1971, through the first day of July, 1996.

Winter Park Garden Club, Inc., agrees to pay to the City of Winter Park as rent for the above described land the sum of TEN AND NO/100 DOLLARS (\$10.00) per year, said payment being due and payable on the first day of January of each and every year, the receipt of the first payment being hereby acknowledged.

Winter Park Garden Club, Inc., shall have no right, authority, or power to bind the City of Winter Park or any interest of the City of Winter Park in said leased premises for the payment of any claims for labor or materials or for any charge or expense incurred in the erection or construction of any buildings or improvements upon the above described property.

In the event Winter Park Garden Club, Inc. should abandon the said property and not use the property for the purposes contemplated by this lease for a period of two (2) consecutive years, or in the event Winter Park Garden Club, Inc., does not build a new garden club facility on the site prior to June 30, 1981, then and in that event the City of Winter Park shall have the right at its option to declare this lease to be terminated, provided the City of Winter Park shall have first given the Lessee thirty (30) days written notice of its intention to terminate the Lease.

The City of Winter Park agrees in the event the yearly rental has not been paid within thirty (30) days after the same shall become due to give notice by registered mail to the president of the Winter Park Garden Club, Inc., and if Winter Park Garden Club, Inc., shall have failed to pay the yearly rental within thirty (30) days after

receipt of the said notice, then this lease shall terminate upon the thirty-first (31st) day following the mailing of said notice.

The Lessee agrees to use said property only as a center for its garden club activities in the City of Winter Park and within reasonable regulations to make same available for proper civic functions of other organizations, and at Lessee's option to charge reasonable fees for such use.

The above described property shall not be fenced and any pathways now present or required in the future to traverse the remainder of Mead Botanical Garden shall remain open for the patrons and customers of Mead Botanical Garden.

Should the City of Winter Park fail to extend this lease after its expiration for an additional ten (10) year period or for such period of time less than ten (10) years as may be satisfactory to the Winter Park Garden Club, Inc., then at the expiration of this lease, the City of Winter Park agrees to pay Winter Park Garden Club, Inc., for any permanent improvements placed upon the said property by Winter Park Garden Club, Inc., including the present patio upon the property but not including such buildings as may be placed on the property by the City of Winter Park. Such payment to be upon the following basis: The City of Winter Park shall choose one competent appraiser; the Winter Park Garden Club, Inc. shall choose one competent appraiser and these two appraisers shall choose a third appraiser, all such appraisers to be members of the American Institute of Appraisers or some like professional body, and such appraisers shall arrive at a fair and just valuation of the improvements made upon said property by the Winter Park Garden Club, Inc. In addition thereto, the Winter Park Garden Club, Inc. shall submit to the City of Winter Park figures establishing the costs of any permanent construction paid for by the Winter Park Garden Club, Inc., and located upon the above described property. Such cost figures shall then be depreciated on a basis of thirty (30) years life. The City shall then pay to the Winter Park

Garden Club, Inc. for such improvements either the appraisal figures arrived at by the aforesaid appraisers or the cost, less depreciation figures, whichever is higher.

This lease may not be assigned by the Lessee except to a successor of the Lessee having the same general objectives and such assignment must be approved by the written consent of the Lessor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective and duly authorized officers the day and year first above written.

CITY OF WINTER PARK

By: *Daniel J. Jones*
Mayor- Commissioner

ATTEST:
R. L. Steen
City Clerk

Signed, sealed and delivered
in the presence of:

Earl Davis
Nauflet W. Gustafson

WINTER PARK GARDEN CLUB, INC.

By: *Amy B. Lee*
President

ATTEST:
Margaret W. Hartman
Secretary

Signed, sealed and delivered
in the presence of:

Mark Lee Smith
Jeanne E. Forrester

STATE OF FLORIDA)

COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DANIEL M. HUNTER and R. S. WATTS, Mayor-Commissioner and City Clerk, respectively, of the City of Winter Park, to me well known to be the persons described in and who executed the foregoing instrument, and after being by me first duly sworn deposes and say that they executed the same for the purposes therein contained as the act and deed of said municipal corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of July, 1971.

Naufleet H. Gustafson

Notary Public
My Commission expires:
February 13, 1972

STATE OF FLORIDA)

COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments AMY B. LAU and MARGARET W. HARTMAN, President and Secretary, respectively, of Winter Park Garden Club, Inc., to me well known to be the persons described in and who executed the foregoing instrument, and after being by me first duly sworn, depose and say that they executed the same for the purposes therein expressed as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 15th day of May, 1972.

Jeannie E. Hornum

Notary Public

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 21, 1974
Bonded by American Faw & Casualty Co.

P+R Det

EXTENSION OF LEASE

THIS EXTENSION OF LEASE is entered into this 11 day of November, 1996, by and between CITY OF WINTER PARK, a Florida municipal corporation, whose address is 401 Park Avenue South, Winter Park, Florida 32789, as Lessor, and WINTER PARK GARDEN CLUB, INC., a Florida non-profit corporation, whose address is Mead Garden - S. Denning Drive, as Lessee.

W I T N E S S E T H:

WHEREAS, the City of Winter Park (the "City") and the Winter Park Garden Club, Inc. (the "Lessee") entered into that certain Lease dated September 1, 1971 (the "Lease"), relating to the following described real property lying within the City of Winter Park, Orange County, Florida (the "Premises"):

From a point 660 feet North of the SW corner of Section 7, Township 22 South, Range 30 East, run South 87°47' East 646.9 feet, thence North 67°16' East 379 feet to point of beginning; run thence South 8°42' East 125.63 feet, thence North 75°40' East 199.30 feet more or less to the edge of a creek, thence Northerly along said edge of the creek to a point North 78°49' East 179 feet more or less from point of beginning; thence South 78°49' West 179 feet more or less to the point of beginning.

WHEREAS, the initial term of the Lease extended from September 1, 1971 through July 1, 1996, with an opportunity to extend the term for an additional ten (10) year period; and

WHEREAS, the City and the Lessee have agreed to extend the term of the Lease for an additional ten (10) year period, from July 1, 1996 through June 30, 2006, on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. The recitals and the provisions of the Lease are incorporated as if set forth fully herein.
2. To the extent that the provisions of the Lease and the provisions of this Extension of Lease conflict, the terms of this Extension of Lease shall prevail.

3. The term of the Lease is hereby extended for an additional term of ten (10) years, from July 1, 1996 through June 30, 2006.

4. Should the City fail to extend this Lease after its expiration for an additional ten (10) year period or for such period of time less than ten (10) years as may be satisfactory to the Lessee, then at the expiration of this Lease, the City agrees to pay Lessee for any permanent improvements placed upon the said Premises by Lessee, including the present patio upon the Premises but not including such buildings as may be placed on the Premises by the City. Such payment to be upon the following basis: City shall choose one competent appraiser; Lessee shall choose one competent appraiser and these two appraisers shall choose a third appraiser, all such appraisers to be members of the American Institute of Appraisers or some like professional body, and such appraisers shall arrive at a fair and just valuation of the improvements made upon said Premises by the Lessee. In addition thereto, the Lessee shall submit to the City figures establishing the costs of any permanent construction paid for by the Lessee, and located upon the above described Premises. Such cost figures shall then be depreciated on a basis of thirty (30) years life. The City shall then pay to the Lessee for such improvements either the appraisal figures arrived at by the aforesaid appraisers or the cost, less depreciation figures, whichever is higher.

5. During the lease term, Lessee shall, at Lessee's sole cost and expense, maintain and provide the following described insurance on policies and with insurers acceptable to the City:

a. Commercial general liability insurance in an amount not less than \$500,000.00 for injury to any one person; not less than \$500,000.00 for injuries to more than one person; and in an amount not less than \$500,000.00 for property damage; arising out of any one accident or occurrence.

b. All risk/special perils (including sink hole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of any building located on the Premises and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive co-insurance.

c. Worker's compensation insurance for all workers's compensation obligations imposed by state law and employers liability limits of at least \$100,000.00 each accident and \$100,000.00 each employee/\$500,000.00 policy limit for disease. The Lessee shall also purchase any other coverages required by law for the benefit of employees.

These insurance requirements shall not limit the liability of the Lessee. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Lessee's interests or liabilities, but are merely minimums. Except for worker's compensation, the Lessee's insurance policies shall be endorsed to name the City as an additional insured. Except for worker's compensation, the Lessee waives its right of recovery against the City, to the extent permitted by its insurance policies. The Lessee's deductibles/ self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Lessee is responsible for the amount of any deductible or self-insured retention. Insurance required of the Lessee, or any other insurance of the Lessee, shall be considered primary, and insurance of the City shall be considered excess.

6. The Lessee shall indemnify, defend, and hold the City harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property, or loss of use resulting therefrom, arising out of the performance of the Lease or this Extension of Lease, unless such claims are the result of the City's sole negligence.

7. The Lessee shall be solely responsible and liable for all ad valorem taxes and other assessments levied against the Premises. In addition, the Lessee shall be solely responsible and liable for all taxes levied against personal property placed in the Premises by the Lessee, including, without limitation, the Lessee's trade fixtures, shelves, counters, appliances, and inventory.

8. The Lessee shall make and pay for all repairs to the Premises, including permanent improvements thereon, and all equipment and systems serving the Premises exclusively and shall replace all things which are necessary to keep the same in good state of repair and operating order. If (a) Lessee does not repair property as required hereunder and to the reasonable satisfaction of City or (b) City, in the exercise of its sole discretion, determines that emergency repairs are necessary or (c) repairs or replacements to the Premises are made necessary by any act or omission or negligence of Lessee, its employees, subtenants, assignees, concessionaires, contractors, invitees, licensees or visitors, then in any of such events City may make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's merchandise, fixtures, or other property or to Lessee's business by reason thereof, and upon completion thereof, Lessee shall pay City's cost for making such repairs plus twenty percent (20%) for overhead, upon presentation of a bill therefor as additional rent. Said bill shall include interest from the date such repairs were billed by the contractor(s) making such repairs.

9. During the lease term, the Lessee grants the City the right to utilize the Premises, including all improvements located thereon, at no charge, for two events per calendar year, subject to availability. Each event shall be no longer than 24 hours duration. The City shall be responsible, at its own cost and expense, for preparing the Premises for each of the City's events, and for returning the Premises to a broom clean state within a reasonable time after the conclusion of each event. The City shall be responsible for staffing each of its events on the Premises.

IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

Joyce M. Swain
Print Name: Joyce M. Swain
Keri-Marie Martin
Print Name: Keri-Marie Martin

CITY OF WINTER PARK, a Florida
municipal corporation

By: [Signature]
GARY A. BREWER, Mayor

Josephine K. Nolan
Print Name: JOHN K. COLE
Josephine K. Nolan
Print Name: Josephine K. Nolan

WINTER PARK GARDEN CLUB, INC.,
a Florida not-for-profit
corporation

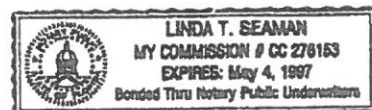
By: Lorene Kelley
Name: Lorene Kelley
Title: President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of October, 1996, by GARY A. BREWER, as Mayor or the City of Winter Park, a Florida municipal corporation, on behalf of the corporation, who is personally know to me or who produced _____ as identification.

Linda T. Seaman
Notary Public
Print Name: LINDA T. SEAMAN
My Commission Expires:

4



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11 day of November, 1996, by Lucene Kelly, as President of Winter Park Garden Club, Inc., a Florida non-profit corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

Ethel J. Smith
Notary Public
Print Name: ETHEL J. SMITH
My Commission Expires: 8-17-78



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(rev. 09.17.96\aw)

WINTER PARK GARDEN CLUB EXTENSION OF LEASE

THIS EXTENSION OF LEASE is entered into this 13th day of February, 2006, by and between CITY OF WINTER PARK, Florida municipal corporation, whose address is 401 Park Avenue South, Winter Park, Florida 32789, as Lessor, and WINTER PARK GARDEN CLUB, INC., a Florida non-profit corporation, whose address is Mead Garden - 1300 South Denning Drive, Winter Park 32789, as Lessee.

WITNESSETH:

WHEREAS, the City of Winter Park (the "City") and the Winter Park Garden Club, Inc. (the "Lessee") entered into that certain Lease dated September 1, 1971 (the "Lease"), relating to the following described real property lying within the City of Winter Park, Orange County, Florida (the "Premises"):

From a point 660 feet North of the SW corner of Section 7, Township 22 South, Range 30 East, run South 87°47' East 646.9 feet, thence North 67°16' East 379 feet to point of beginning; run thence South 8°42' East 125.63 feet, thence North 75°40' East 199.30 feet more or less to the edge of a creek, thence Northerly along said edge of the creek to a point North 78°49' East 179 feet more or less from point of beginning; thence South 78°49' West 179 feet more or less to the point of beginning.

WHEREAS, the initial term of the Lease extended from September 1, 1971 through July 1, 1996, with an opportunity to extend the term for an additional ten (10) year period; and

WHEREAS, the City and the Lessee extended the term of the Lease for an additional ten (10) year period, from July 1, 1996 through June 30, 2006, on the terms set forth herein; and

WHEREAS, the City and the Lessee have agreed to extend the term of the Lease for an additional twenty-five (25) years period, from July 1, 2006 through June 30, 2031, on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. The recitals and the provisions of the Lease are incorporated as if set forth fully herein.

2. To the extent that the provisions of the Lease and the provisions of this Extension of Lease conflict, the terms of this Extension of Lease shall prevail.

3. The term of the Lease is hereby extended for an additional term of twenty-five (25) years, from July 1, 2006 through June 30, 2031.

4. Should the City fail to extend this Lease after its expiration for an additional twenty-five (25) year period or for such period of time less than twenty-five (25) years as may be satisfactory to the Lessee, then at the expiration of this Lease, the City agrees to pay Lessee for any permanent improvements placed upon the said Premises by Lessee, including the present patio upon the Premises but not including such buildings as may be placed on the Premises by the City, such payment to be upon the following basis: City shall choose one competent appraiser; Lessee shall choose one competent appraiser and these two appraisers shall choose a third appraiser, all such appraisers to be members of the American Institute of Appraisers or some like professional body, and such appraisers shall arrive at a fair and just valuation of the improvements made upon said Premises by the Lessee. In addition thereto, the Lessee shall submit to the City figures establishing the costs of any permanent construction paid for by the Lessee, and located upon the above described Premises. Such cost figures shall then be depreciated on a basis of thirty (30) years life. The City shall then pay to the Lessee for such improvements either the appraisal figures arrived at by the aforesaid appraisers or the cost, less depreciation figures, whichever is higher.

5. During the lease term, Lessee shall, at Lessee's sole cost and expense, maintain and provide the following described insurance on policies and with insurers acceptable to the City:

a. Commercial general liability insurance in an amount not less than \$500,000.00 for injury to anyone person; not less than \$500,000.00 for injuries to more than one person; and in an amount not less than \$500,000.00 for property damage; arising out of anyone accident or occurrence.

b. All risk/special perils (including sink hole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of any building located on the Premises and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive co-insurance.

c. Worker's compensation insurance for all worker's compensation obligations imposed by state law and employers liability limits of at least \$100,000.00 each accident and \$100,000.00 each employee/\$500,000.00 policy limit for disease. The Lessee shall also purchase any other coverages required by law for the benefit of employees.

d. These insurance requirements shall not limit the liability of the Lessee. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Lessee's interests or liabilities, but are merely minimums. Except for worker's compensation, the Lessee's insurance policies shall be endorsed to name the City as an additional insured. Except for worker's compensation, the Lessee waives its right of recovery against the City, to the extent permitted by its

insurance policies. The Lessee's deductibles self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Lessee is responsible for the amount of any deductible or self-insured retention. Insurance required of the Lessee, or any other insurance of the Lessee, shall be considered primary, and insurance of the City shall be considered excess.

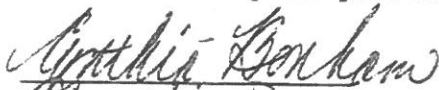
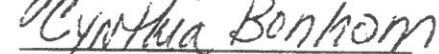
6. The Lessee shall indemnify, defend, and hold the City harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property, or loss of use resulting therefrom, arising out of the performance of the Lease or this Extension of Lease, unless such claims are the result of the City's sole negligence.

7. The Lessee shall be solely responsible and liable for all ad valorem taxes and other assessments levied against the Premises. In addition, the Lessee shall be solely responsible and liable for all taxes levied against personal property placed in the Premises by the Lessee, including, without limitation, the Lessee's trade fixtures, shelves, counters, appliances, and inventory.

8. The Lessee shall make and pay for all repairs to the Premises, including permanent improvements thereon, and all equipment and systems serving the Premises exclusively and shall replace all things which are necessary to keep the same in good state of repair and operating order. If (a) Lessee does not repair property as required hereunder and to the reasonable satisfaction of City or (b) City, in the exercise of its sole discretion, determines that emergency repairs are necessary or (c) repairs or replacements to the Premises are made necessary by any act or omission or negligence of Lessee, its employees, subtenants, assignees, concessionaires, contractors, invitees, licensees or visitors, then in any of such events City may make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's merchandise, fixtures, or other property or to Lessee's business by reason thereof, and upon completion thereof, Lessee shall pay City's cost for making such repairs plus twenty percent (20%) for overhead, upon presentation of a bill therefore as additional rent. Said bill shall include interest from the date such repairs were billed by the contractor(s) making such repairs.

9. During the lease term, the Lessee grants the City the right to utilize the Premises, including all improvements located thereon, at no charge, for two events per calendar year, subject to availability. Each event shall be no longer than 24 hours duration. The City shall be responsible, at its own cost and expense, for preparing the Premises for each of the City's events, and for returning the Premises to a broom clean state within a reasonable time after the conclusion of each event. The City shall be responsible for staffing each of its events of the Premises.

IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.



Print Name:

City of Winter Park, a Florida
Municipal Corporation

By: 
Kenneth "Kip" Marchman, Mayor

Tania Haas
Tania Haas
Print Name:

Brendon Moody
Print Name: Brendon Moody

Travis J. Lundquist
Print Name: Travis J. Lundquist

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16th day of FEBRUARY, 2006, by Kenneth "Kip" Marchman, as Mayor of the City of Winter Park, a Florida municipal corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.



Linda T. Seaman
Notary Public
Commission # DD409232
Expires May 4, 2009

Linda T. Seaman
Print Name: Linda T. Seaman
Commission Expires: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17th day of FEBRUARY, 2006, by MARCIA FREY, of Winter Park Garden Club, a Florida non-profit corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

Juanita Grant
Notary Public
Print Name: JUANITA GRANT
Commission Expires: 01-09-09

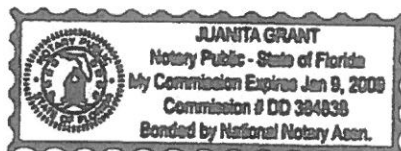


EXHIBIT B

RETAINED ITEMS BY WINTER PARK GARDEN CLUB

Computer

Silver service

EXHIBIT C

EXISTING RENTAL AGREEMENTS AS OF JAN. 5, 2017

Long-term rental agreements:

CHRISTADELPHIAN ECCLESIA Agreement & Exhibit I

RODEO Agreement

One-time event agreements:

**Ellie Klieman
Katie Wollam
Cristina Ortiz
Taylor Thompson
Colleen Mattingly
Sherri Seligson
Emily Mohabir
Roxie Harris
Steven Barnhart
Tina Chatterton
Ben Keyes
Gavin Ulrich
Armand Zilioli
Nancy Soria
Kristin Bayer
Beryl Kirschner
Craig Jariz
Aracelis Bellorin
Cassandra Cordes
Fotini Tziotis**

EXHIBIT D

PROMISSORY NOTE

PROMISSORY NOTE

\$35,000.00

Winter Park, Florida
_____, 201__

FOR VALUE RECEIVED, the undersigned promises to pay to **WINTER PARK GARDEN CLUB INC., a 501(c)3 corporation**, on or before _____, 201__ (the "Maturity Date"), the principal sum of **THIRTY FIVE THOUSAND NO/100 DOLLARS (\$35,000.00)**. The said principal shall be payable in lawful money of the United States of America on or before the Maturity Date at _____, Winter Park, Florida 32789 or at such place as may hereafter be designated by written notice from the holder to the maker hereof.

The maker shall have the privilege of prepaying this Promissory Note in part or in full, without penalty, at any time.

If default be made in the payment hereof or in the performance of any of the agreements contained herein, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence, and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure of holder to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if after maturity of this Promissory Note or default hereunder counsel shall be employed to collect or otherwise enforce this Promissory Note.

Whenever used herein the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the undersigned maker has executed and delivered this Promissory Note as of the day and year first above written.

**MEAD BOTANICAL GARDEN, INC., a
501(c)3 corporation**

By: 

Print Name: Debra Bladenburg

Its: Debra Bladenburg



city commission agenda item

Item type	Consent Agenda	meeting date	January 23, 2017
prepared by		approved by	<input type="checkbox"/> City Manager
department	Human Resources Division		<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
vision themes	<input type="checkbox"/> Cherish and sustain city's extraordinary quality of life.		
	<input type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character.		
	<input type="checkbox"/> Enhance city's brand through flourishing arts and culture.		
	<input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.		

Subject

City Commission Approval of six (6) month extension of pay differential for Officer Edison Williams currently deployed on active military duty.

motion | recommendation

Recommend approval of six (6) month extension of pay differential.

background

The City's practice is to pay the differential between City base pay and total military pay for active duty deployments in excess of thirty (30) days. If the active duty deployment exceeds seven (7) months (first thirty (30) days plus six (6) months), Commission approval is required to extend differential payment in six (6) month increments through the duration of employment.

alternatives | other considerations

None

fiscal impact

Approximately \$2,567.32 (\$183.38 per pay period * 14 pay periods). If approved, the City will continue to pay difference between Officer Williams' normal City base pay and the total military pay received from January 6, 2017 through July 6, 2017 or at the end of active duty, whichever is earlier.



city commission public hearing

Item type	Public Hearing	meeting date	January 23, 2017		
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager		
department	Planning and Community		<input checked="" type="checkbox"/> City Attorney		
division	Development		<input type="checkbox"/> N/A		
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0	final vote	
vision themes	<input checked="" type="checkbox"/> Cherish and sustain city's extraordinary quality of life.				
	<input checked="" type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character.				
	<input type="checkbox"/> Enhance city's brand through flourishing arts and culture.				
	<input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.				

Subject: Ordinance to Approve the Project Wellness Replat including Street Vacations and Renaming. SECOND READING OF ORDINANCE AND ADOPTION

On May 23, 2016 the City Commission, with the positive recommendation from the P&Z Board, approved the Project Wellness including the Final Conditional Use, Comprehensive Plan amendments and Zoning changes necessary. Those approvals also included the consent to vacate certain streets and to dedicate other street sections via a Replat.

Chapter 177.101, Florida Statutes requires adoption of an Ordinance for a Replat that includes the vacations of public streets. The Project Wellness Replat has now been prepared along with the Exhibits. All these materials have been reviewed and approved by city staff and city attorney.

Staff Recommendation: Approval

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

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROVIDING FOR THE APPROVAL OF THE PROJECT WELLNESS FINAL PLAT AND ACCEPTANCE OF THE DEDICATIONS THEREIN, INCLUDING THE RECONFIGURED PUBLIC RIGHTS-OF-WAY; PROVIDING FOR THE VACATION AND ABANDONMENT OF CERTAIN PORTIONS OF MIZELL AVENUE, SOUTH EDINBURGH DRIVE AND NORTH PERTH LANE AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR THE VACATION AND ABANDONMENT OF CERTAIN DISTRIBUTION AND UTILITY EASEMENTS; PROVIDING FOR THE RENAMING OF CERTAIN PUBLIC RIGHTS-OF-WAY; PROVIDING FOR CONFLICTS, SEVERABILITY, AN EFFECTIVE DATE AND RECORDING.

WHEREAS, the Winter Park Health Foundation, Inc. ("WPHF") is seeking the approval of a final plat for Project Wellness, an unexecuted copy of such plat is attached hereto as **Exhibit "A"** ("Final Plat"); and

WHEREAS, along with the Final Plat, WPHF is seeking the vacation and abandonment of certain public rights-of-way and City distribution and utility easements within the boundaries of Lot 1 and Tract A of the Final Plat; and

WHEREAS, the City of Winter Park has authority and jurisdiction for the review and approval of the subdivision and platting of lands within the corporate limits of the City; and

WHEREAS, the City of Winter Park has authority to adopt this Ordinance by virtue of its home rule powers and Charter, including with respect to abandoning and vacating rights-of-way and easements no longer needed for public purposes; and

WHEREAS, the City has determined that a portion of Mizell Avenue and N. Perth Lane and certain distribution and utility easements within the boundaries of the Final Plat are no longer needed by the City of Winter Park, and that adequate rights-of-way will remain in place for public access and use based upon the approval and recording of the Project Wellness plat (the Final Plat) being approved herein; and

WHEREAS, the public hearing and notice requirements of Section 177.101, Florida Statutes in regards to vacating and abandoning portions of plats have been complied with; and

WHEREAS, public roads adjacent to the lot and tract created by the Final Plat are being reconfigured; and

WHEREAS, the City Commission has the authority to rename local roads within the jurisdiction of the City and desires to do so consistent with the terms of this Ordinance; and

WHEREAS, the City Commission finds that this Ordinance is in the best interest of the public safety, health and welfare.

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

Section 1. Final Plat Approval. The Project Wellness final plat, an unexecuted copy being attached hereto as **Exhibit "A"** (the "Final Plat"), is hereby approved by the City Commission and the Mayor and City Clerk are authorized to execute the same. The City accepts the conveyances and dedications to the City of Winter Park and the public depicted on and described within the Final Plat. Through the approval, execution and recording of the Final Plat, certain portions of publicly dedicated utility easements and rights-of-way (Mizell Avenue, S. Edinburgh Drive, N. Edinburgh Drive and N. Perth Lane) that were dedicated and created by Aloma Section 1, according to the plat thereof, recorded at Plat Book O, Page 51 of the Public Records of Orange County, Florida, are hereby being vacated and abandoned.

Section 2. Right-of-Way Vacation and Abandonment. The City Commission of the City of Winter Park, Florida, hereby finds and declares that those portions of the Mizell Avenue, South Edinburgh Drive and North Perth Lane rights-of-way described in the legal sketches and descriptions attached as **Exhibit "B"** and **Exhibit "C"** are no longer necessary for a public right of way and said lands are vacated and abandoned as a public right of way.

Section 3. Distribution and Utility Easement Vacation and Abandonment. The City Commission of the City of Winter Park, Florida, hereby finds and declares that those portions of the distribution easements and utility easements (including those at OR BK 4024, PG 164; OR BK 8045, PG 4770; OR BK 5716, PG 3891; OR BK 7741, BK 1730) granted to the City of Winter Park or its predecessor in interest, Florida Power Corporation, which encumber those certain lands described as Lot 1 and Tract A and those public rights-of-way dedicated on the Final Plat (Project Wellness plat to be recorded in the Public Records of Orange County, Florida) are no longer necessary and said easements are hereby vacated and abandoned. However, this ordinance does not vacate and abandon any easement dedicated by or shown or depicted on the Final Plat.

Section 4. Renaming of Roads. The City Commission hereby approves the renaming of a portion of Mizell Avenue lying south of the lands within boundaries of Final Plat up to the intersection of Perth Lane; such segment of Mizell Avenue is renamed "Crosby Way." The City Commission hereby approves the renaming of North Perth Lane lying north of the lands within boundaries of Final Plat up to the intersection of Loch Lomond Drive; such segment of North Perth Lane is renamed "North Edinburgh Drive." The public rights-of-way being dedicated by the Final Plat shall be named as shown on the Final Plat. Post-renaming of roads and recording of the Final Plat, the roads will be configured and named as depicted on **Exhibit "D"** attached hereto.

Section 5. Conflicts. In the event of any conflict between this Ordinance and any other ordinance or portions of ordinances, this Ordinance controls to the extent of the conflict.

Section 6. Errors. If it is discovered that there is any error or omission in legal description or in depiction of the portion of the easements or rights-of-way vacated and abandoned by this ordinance, such error may be corrected by subsequent curative document to be executed and approved by the City of Winter Park City Manager.

Section 7. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 8. Effective. This ordinance shall take effect immediately upon its passage and adoption. The vacation and abandonment of the rights-of-ways and easements set forth herein shall be effective immediately upon the recording of the fully executed mylar of the Final Plat.

Section 9. Recording. This ordinance shall be recorded in the public records of Orange County, Florida.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the _____ day of _____, 2016.

Steven Leary, Mayor

ATTEST:

Cynthia S. Bonham, City Clerk

s:\aka\clients\winter park\winter park health foundation w600-26011\ordinance on vacation & plat approval\ordinance vacation abandonment and plat approval 12-05-2016.doc

PROJECT WELLNESS

A REPLAT OF A PORTION OF ALOMA SECTION 1, PLAT BOOK O, PAGE 51,
OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
LYING IN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 30 EAST,
CITY OF WINTER PARK, ORANGE COUNTY, FLORIDA.

SHEET 1 OF 2

PLAT
BOOK

PAGE



DESCRIPTION:

That part of ALOMA SECTION 1, according to the plat thereof, as recorded in Plat Book O, Page 51, of the Public Records of Orange County, Florida, described as follows:

BEGIN at the Northwest corner of Lot 17, Block 4, according to said plat; thence N00°41'41"W along the East line of Lots 1 through 5 and the Northerly prolongation thereof, a distance of 360.85 feet to a point on the Northerly right-of-way line of West Avenue as recorded in Official Records Book 4785, Page 2779 of said Public Records and a non-tangent curve concave Northerly having a radius of 310.00 feet and a chord bearing of N53°36'47"E; thence Northerly along said Northerly right-of-way line and the Northerly prolongation thereof and the arc of said curve through a central angle of 43°11'18" for a distance of 345.48 feet to the Easterly line of Fairway No. 2, according to said plat and a non-tangent line; thence run along said Easterly line the following four (4) courses: S50°48'54"E, 37.38 feet; thence S37°51'58"E, 27.28 feet; thence S36°11'55"E, 6.88 feet; thence S37°36'30"E, 187.85 feet to the point of curvature of a curve concave Northerly having a radius of 124.80 feet and a chord bearing of S64°09'48"E; thence departing said Easterly line of said Fairway No. 2, run Southerly along the arc of said curve through a central angle of 53°08'38" for a distance of 115.50 feet to the point of tangency; thence N88°18'54"E, 52.98 feet to the North line of a Park tract, according to said Plat, and the point of curv of a curve concave Southerly having a radius of 20.00 feet and a chord bearing of S25°48'08"E; thence Southerly along the Westerly line of said Park and the arc of said curve through a central angle of 128°57'30" for a distance of 44.32 feet to the point of tangency; thence S37°40'38"E along the Southerly line of said Park, 83.04 feet to the point of curvature of a curve concave Northerly having a radius of 25.00 feet and a chord bearing of N78°26'42"E; thence Easterly along the Southerly line of said Park and the arc of said curve through a central angle of 127°41'24" for a distance of 44.57 feet to the Westerly right-of-way line of South Park Lane and the point of curv of a curve concave Easterly having a radius of 458.88 feet and a chord bearing of S08°58'20"E; thence departing said Southerly line, run Southerly along said Westerly right-of-way line and the arc of said curve through a central angle of 15°19'20" for a distance of 122.71 feet to the point of tangency; thence S00°41'20"E, along said Westerly right-of-way line 21.99 feet to the point of curvature of a curve concave Easterly having a radius of 382.48 feet and a chord bearing of S08°40'04"E; thence run Southerly along said Westerly right-of-way line and the Easterly line of said Fairway No. 2 and the arc of said curve through a central angle of 103°72'07" for a distance of 100.98 feet to the point of reverse curvature of a curve concave Northerly having a radius of 45.00 feet and a chord bearing of S28°47'12"E; thence run along the Southerly line of said Fairway No. 2 the following three courses: Southerly along the arc of said curve through a central angle of 80°32'00" for a distance of 71.57 feet to the point of tangency; thence S74°51'27"E, 4.18 feet to the point of curvature of a curve concave Northerly having a radius of 50.00 feet and a chord bearing of N78°58'41"E; thence Northerly along the arc of said curve through a central angle of 73°34'41" for a distance of 48.75 feet to the point of tangency; thence N52°12'34"W, along the Southerly line of said Fairway No. 2, a distance of 189.70 feet; thence departing said Southerly line, run S37°47'28"W along a radial line, 60.00 feet to the Northerly line of Lot 18, Block 3, according to said plat, and a point on a non-tangent curve concave Southerly having a radius of 34.00 feet and a chord bearing of N71°27'08"W; thence departing said Northerly line, run Westerly along the arc of said curve through a central angle of 30°29'07" for a distance of 22.84 feet to the point of tangency; thence S89°18'18"W, 10.85 feet to the Westerly line of said Lot 18, Block 3; thence S02°08'41"E, along said Westerly line, a distance of 43.03 feet to the Northeast corner of Lot 3, Block 5, according to said plat; thence S82°46'19"W, along the North line of said Lot 3, Block 3, a distance of 140.24 feet to the Northwest corner of said Lot 3, Block 5; thence N00°41'41"W along the East right-of-way line of South Edgemoor Drive, according to said plat, for a distance of 47.77 feet; thence departing said East right-of-way line, run S89°17'18"W, along the North line of the aforesaid Lot 17, Block 4, and the Easterly prolongation thereof, for a distance 200.00 feet to the POINT OF BEGINNING.

Containing 0.804 acres more or less.

NOTES:

1. Descriptions based on the West line of Lots 1 through 5, Block 4, ALOMA, Plat Book O, Page 51, being N00°41'41"W, as assumed meridian.
2. All lines intersecting curves are radial unless noted as (NR) = Non-Radial.
3. Per Chapter 177.081 (26) Florida Statutes: All planned utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. Such construction, installation, maintenance, and operation of a public utility shall conform to the National Electric Safety Code as adopted by the Florida Public Service Commission.
4. Through the approval and recording of this replat, certain portions of publicly dedicated utility easements and rights-of-way (Mittel Avenue, S. Edgemoor Drive, N. Edgemoor Drive and N. Park Lane) that were dedicated and created by Aloma Section 1, according to the plat thereof, recorded at Plat Book O, Page 51 of the Public Records of Orange County, Florida, are hereby being vacated and abandoned.
5. Tract A, Recreation, Vehicular Parking, Drainage and Utilities, is to be owned and maintained by the dedicator and its successors and assigns for uses supporting the existing property located at 2010 Mittel Avenue, which is owned by the Winter Center for Older Adults, and is consistent with the terms and conditions of that certain Non-Exclusive Drainage and Maintenance Easement between the Dedicator and the City of Winter Park recorded in Doc. # _____ of the Public Records of Orange County, Florida. A portion of Tract A as depicted on this plat is encumbered by said Non-Exclusive Drainage and Maintenance Easement between the Dedicator and the City of Winter Park.
6. Through the approval and recording of this replat, certain portions of publicly dedicated utility easements and rights-of-way (Mittel Avenue, S. Edgemoor Drive, N. Edgemoor Drive and N. Park Lane) that were dedicated and created by Aloma Section 1, according to the plat thereof, recorded at Plat Book O, Page 51 of the Public Records of Orange County, Florida, are hereby being vacated and abandoned.
7. The Mittel Avenue and Crady Way rights-of-way shown within the boundaries of this replat are hereby dedicated to the City of Winter Park as public rights-of-way. Further, in order to ensure that there are no gaps, gaps, reserve or split strips between adjacent public rights-of-way and the rights-of-way dedicated by this plat, the Dedicator hereby grants, releases, disclaims and releases to the City of Winter Park any and all right, claim, title and interest it has in all public rights-of-way graphically depicted on this plat (both outside and inside the boundaries of this plat) adjacent to Lot 1 and Tract A, including Crady Way, Mittel Avenue, North Park Lane, South Park Lane, North Edgemoor Drive and South Edgemoor Drive.
8. All easements to Crady Way from Lots 1 through 5, inclusive, Block 4, Aloma Section 1, according to the plat thereof as recorded in Plat Book "O", Page 51 of the Public Records of Orange County, Florida are hereby dedicated to the City of Winter Park.
9. The 5.00' wide utility easements shown hereon are hereby dedicated to the City of Winter Park.

LEGEND
(FOR ALL SHEETS)

±	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CL	CHORD LENGTH
CE	CENTRELINE
C#	CURVE NUMBER (SEE TABLE)
L#	LINE NUMBER (SEE TABLE)
IF	NUMBER
CM	CERTIFIED CURVE RECORD
CM	CONCRETE MONUMENT
CR	COUNTY ROAD
DE	DRAINAGE EASEMENT
DAE	DRAINAGE AND ACCESS EASEMENT
DE	GRASSY AND UTILITY EASEMENT
FO	FOOT
IR	IRON PIPE
IR	IRON ROD AND CAP
LB	LOCKED BUSINESS
LE	LANDSCAPE EASEMENT
LS	LOCKED SURF TOP
NO	NO IDENTIFICATION
NO	NO
NR	NON-RADIAL
NT	NON-TANGENT
(NR)	NON-RADIAL
NTS	NOT TO SCALE
OR	OFFICIAL RECORD BOOK
PI	PLAT BOOK
PC	POINT OF CURVATURE
PC	POINT OF CURV
PCC	POINT OF COMPOUND CURVATURE
P.D.	PLANNED DEVELOPMENT
PDE	PRIVATE DRAINAGE EASEMENT
PAE	PAVE
POC	POINT ON CURVE
POS	POINT ON LINE
PR	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
RD	RADIAL
R/W	RIGHT-OF-WAY
SEC 9-22-30	SECTION 9, TOWNSHIP 22 SOUTH, RANGE 30 EAST
SWA	STORMWATER MANAGEMENT AREA
UE	UTILITY EASEMENT
DOC#	OFFICIAL RECORDS DOCUMENT NUMBER OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
	DENOTES PERMANENT REFERENCE CONTROL POINT (SET NAIL AND DISK STAMPED "LBM PCP") PER CHAPTER 177, FLORIDA STATUTES (UNLESS OTHERWISE NOTED)
	DENOTES PERMANENT REFERENCE MONUMENT (SET 4"x4" CONCRETE MONUMENT WITH DISK STAMPED "LBM PRM") PER CHAPTER 177, FLORIDA STATUTES (UNLESS OTHERWISE NOTED)
	DENOTES LOT LINE ANGLE BREAK (SET 1/2" IRON ROD AND CAP "LBM") (UNLESS OTHERWISE NOTED)



PREPARED BY:
DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2500 PARK AVENUE, WINTER PARK, FLORIDA 32789 (407) 944-8888
CERTIFICATE OF AUTHORIZATION NUMBER LMS

Printed: Mon 03-Oct-2016 - 04:28PM
F:\Pro\2016\16012\Sdg\N\A\088\plat\Project wellness plat.dwg

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SURVEYED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PROJECT WELLNESS
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Dedicator, Winter Park Health Foundation, Inc., being the fee simple owner of the lands legally described in the foregoing caption to this plat, hereby dedicates said lands and plat for the use, purposes and easements therein expressed, including as set forth in the plat notes, and dedicates all rights-of-way and utility easements to the City of Winter Park and the public:

In witness whereof, said Dedicator has caused these presents to be executed by its undersigned President and CEO, thereunto duly authorized on this ____ day of _____, 2016
Winter Park Health Foundation, Inc.,
a Florida non-profit corporation

By: _____
Name: Patricia A. Maddox
Title: President and CEO

Signed, sealed and delivered in the presence of the following witnesses:

_____ Signature of Witness	_____ Signature of Witness
_____ Printed Name of Witness	_____ Printed Name of Witness

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing Dedication was acknowledged before me this ____ day of _____, 2016, by Patricia A. Maddox, President and CEO of Winter Park Health Foundation, Inc., a Florida non-profit corporation. She is personally known to me or has produced _____ as identification, and did not take an oath, that she is the person described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be her free act and deed.

In witness whereof, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC

My commission expires: _____

Commission #: _____

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the licensed and registered Professional Surveyor and Mapper that has prepared the foregoing plat and does hereby certify that this plat was prepared under my direction and supervision and that this plat complies with all the survey requirements of Chapter 177, Florida Statutes, and that lands described hereon are located in the City of Winter Park, Florida.

By: _____ Date: _____
Rocky L. Corson
Florida Registered Surveyor and Mapper
Certificate No. 4285

DONALD W. MCINTOSH ASSOCIATES, INC.
Certificate of Authorization Number LB 88
2200 Park Avenue North, Winter Park, FL 32789

CERTIFICATE OF APPROVAL BY CITY ENGINEER

Examined and Approved: _____ Date: _____

City Engineer: _____

Florida Registration No. _____

CERTIFICATE OF REVIEW BY CITY SURVEYOR

I have reviewed this plat and find it to be in conformity with chapter 177.08(1), Florida Statutes.

Carl W. Siddam, P.L.S. _____ Date: _____

Florida Registration No. 4377

CERTIFICATE OF APPROVAL BY THE CITY OF WINTER PARK

THIS IS TO CERTIFY, That on _____, the City Commission of the City of Winter Park, Florida approved the foregoing plat.

Attest: _____

Clint Bonham, City Clerk

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY, That the foregoing plat was recorded in the Orange County Official Records on _____ as File No. _____ County Comptroller in and for Orange County, Florida

By: _____

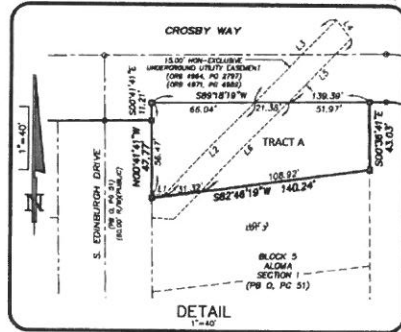
PROJECT WELLNESS

SHEET 2 OF 2

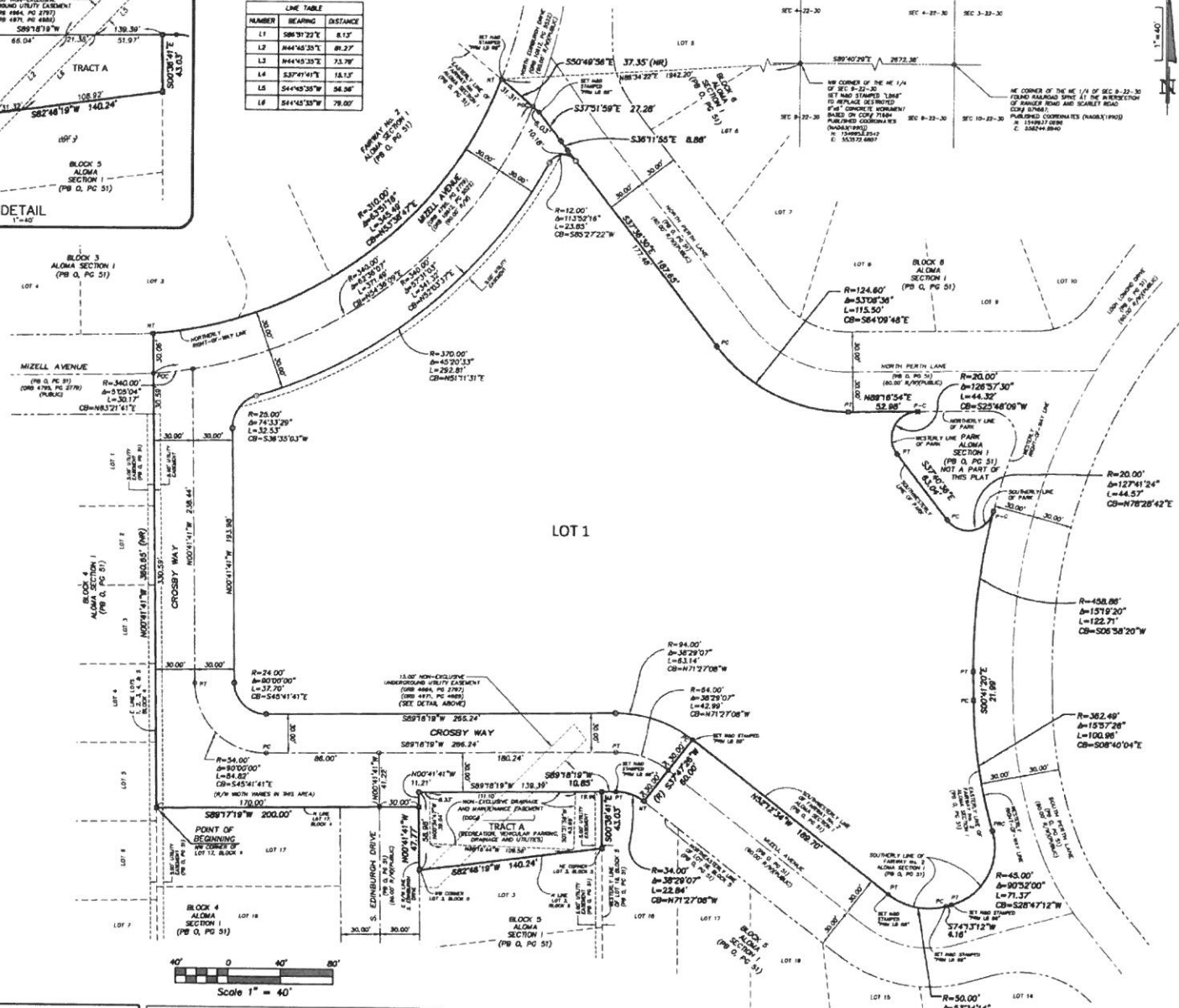
PLAT
BOOK

PAGE

A REPLAT OF A PORTION OF ALOMA SECTION 1, PLAT BOOK 0, PAGE 51,
OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
LYING IN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 30 EAST,
CITY OF WINTER PARK, ORANGE COUNTY, FLORIDA.



LINE NUMBER	BEARING	DISTANCE
L1	S86°31'22"E	8.13'
L2	S44°45'25"E	81.37'
L3	S44°45'25"E	73.79'
L4	S37°41'41"E	16.13'
L5	S44°45'25"W	84.04'
L6	S44°45'25"W	79.00'



PREPARED BY:
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 844-1000
CERTIFICATE OF AUTHORIZATION NUMBER 18868

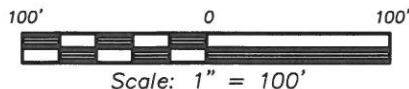
NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPOSITION OF THE SURROUNDED LANDS DESCRIBED HEREIN AND SHALL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Printed: Mon 03-Oct-2016 - 06:28PM
F:\V\2016\18012\Survey\A\K\088\proj\project_wellness_plat.dwg

This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

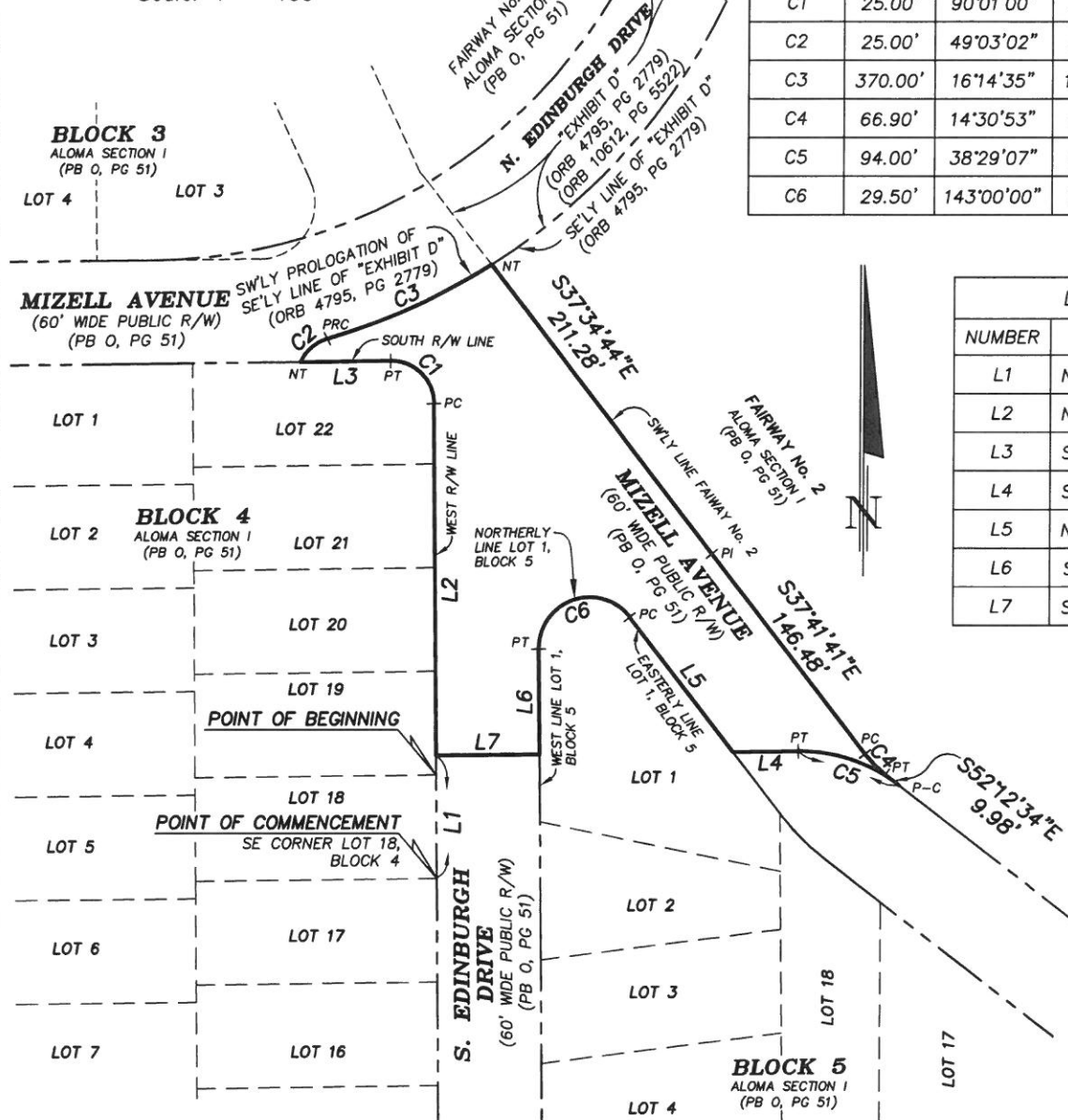
SKETCH OF DESCRIPTION

(SEE SHEET 2 FOR DESCRIPTION, LEGEND & NOTES)



CURVE TABLE				
NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	25.00'	90°01'00"	39.28'	N45°42'11"W
C2	25.00'	49°03'02"	21.40'	N49°20'16"E
C3	370.00'	16°14'35"	104.89'	N65°44'30"E
C4	66.90'	14°30'53"	16.95'	S44°57'08"E
C5	94.00'	38°29'07"	63.14'	N71°27'08"W
C6	29.50'	143°00'00"	73.63'	S70°48'19"W

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N00°41'41"W	71.23'
L2	N00°41'41"W	203.76'
L3	S89°17'19"W	52.56'
L4	S89°18'19"W	37.82'
L5	N37°41'41"W	98.63'
L6	S00°41'41"E	61.02'
L7	S89°18'19"W	60.00'



PREPARED FOR:

WINTER PARK HEALTH FOUNDATION

PROJECT WELLNESS - RIGHT-OF-WAY VACATE PART A
SECTION 09, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FL

DATE BY DESCRIPTION

REVISIONS



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. MCINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Rocky J. Gorsch
Florida Registered Surveyor and Mapper
Certificate No. 4285
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JP
DATE: 06/11/2015

CHECKED BY: RLC
DATE: 06/11/2015

JOB NO.
14179.003

SCALE
1"=100'

SHEET 1
OF 2

SKETCH OF DESCRIPTION

(SEE SHEET 1 FOR SKETCH)

DESCRIPTION:

That part of South Edinburgh Drive (a 60 foot wide public right-of-way) and that part of Mizell Avenue, (a 60 foot wide public right-of-way), ALOMA SECTION 1, according to the plat thereof, as recorded in Plat Book 0, Page 51, of the Public Records of Orange County, Florida, described as follows:

Commence at the Southeast corner of Lot 18, Block 4, of said Plat; thence run along the West right-of-way line of said South Edinburgh Drive and the South right-of-way line of said Mizell Avenue the following four (4) courses: N00°41'41"W, 71.23 feet to the POINT OF BEGINNING; thence continue N00°41'41"W, 203.76 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet and a chord bearing of N45°42'11"W; thence Northwesterly along the arc of said curve through a central angle of 90°01'00", for a distance of 39.28 feet to the point of tangency; thence S89°17'19"W, 52.56 feet to a point on a non-tangent curve concave Southeasterly having a radius of 25.00 feet and a chord bearing of N49°20'16"E; thence Northeasterly along the arc of said curve through a central angle of 49°03'02" for a distance of 21.40 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 370.00 feet and a chord bearing of N65°44'30"E; thence Northeasterly along the Southwesterly prolongation of the Southeasterly line of lands described in "Exhibit D", as recorded in Official Records Book 4795, Page 2779 of said Public Records and the arc of said curve through a central angle of 16°14'35" for a distance of 104.89 feet to a non-tangent line; thence run along the Southwesterly line of Fairway No. 2, according to said plat, the following four (4) courses: S37°34'44"E, 211.28 feet; thence S37°41'41"E, 146.48 feet to the point of curvature of a curve concave Northeasterly having a radius of 66.90 feet and a chord bearing of S44°57'08"E; thence Southeasterly along the arc of said curve through a central angle of 14°30'53" for a distance of 16.95 feet to the point of tangency; thence S52°12'34"E, 9.98 feet to the point of cusp of a curve concave Southerly having a radius of 94.00 feet and a chord bearing of N71°27'08"W; thence departing said Southwesterly line, run Westerly along the arc of said curve through a central angle of 38°29'07" for a distance of 63.14 feet to the point of tangency; thence S89°18'19"W, 37.82 feet; thence N37°41'41"W, along the Easterly line of Lot 1, Block 5, of said plat, 98.63 feet to the point of curvature of a curve concave Southerly having a radius of 29.50 feet and a chord bearing of S70°48'19"W; thence Westerly along the Northerly line of said Lot 1 and the arc of said curve through a central angle of 143°00'00" for a distance of 73.63 feet to the point of tangency; thence S00°41'41"E, along the West line of said Lot 1, a distance of 61.02 feet; thence departing said West line, run S89°18'19"W, 60.00 feet to the POINT OF BEGINNING.

Containing 0.795 acres more or less and being subject to any rights-of-way, restrictions, and easements of record.

NOTES

- This is not a survey.
- Bearings are based on the West right-of-way line of South Edinburgh Lane, ALOMA SECTION 1, according to the plat thereof recorded in Plat Book 0, Page 51, Public Records, Orange County, Florida, being N00°41'41"W, an assumed meridian.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

Δ=	CENTRAL ANGLE
CB=	CHORD BEARING
L=	ARC LENGTH
R=	RADIUS LENGTH
NT	NON-TANGENT
CS#	CERTIFIED SURVEY DRAWING NUMBER
C1	CURVE TABLE NUMBER
L1	LINE TABLE NUMBER
LB	LICENSED BUSINESS
NE'LY	NORTHEASTERLY
NT	NON-TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PC	POINT OF CURVATURE
P-C	POINT OF CUSP
PI	POINT OF INTERSECTION
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
SE	SOUTHEAST
SW'LY	SOUTHWESTERLY
SEC 09-22S-30E	SECTION, TOWNSHIP, RANGE

PREPARED FOR:

WINTER PARK HEALTH FOUNDATION

PROJECT WELLNESS - RIGHT-OF-WAY VACATE PART A
SECTION 09, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FL



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

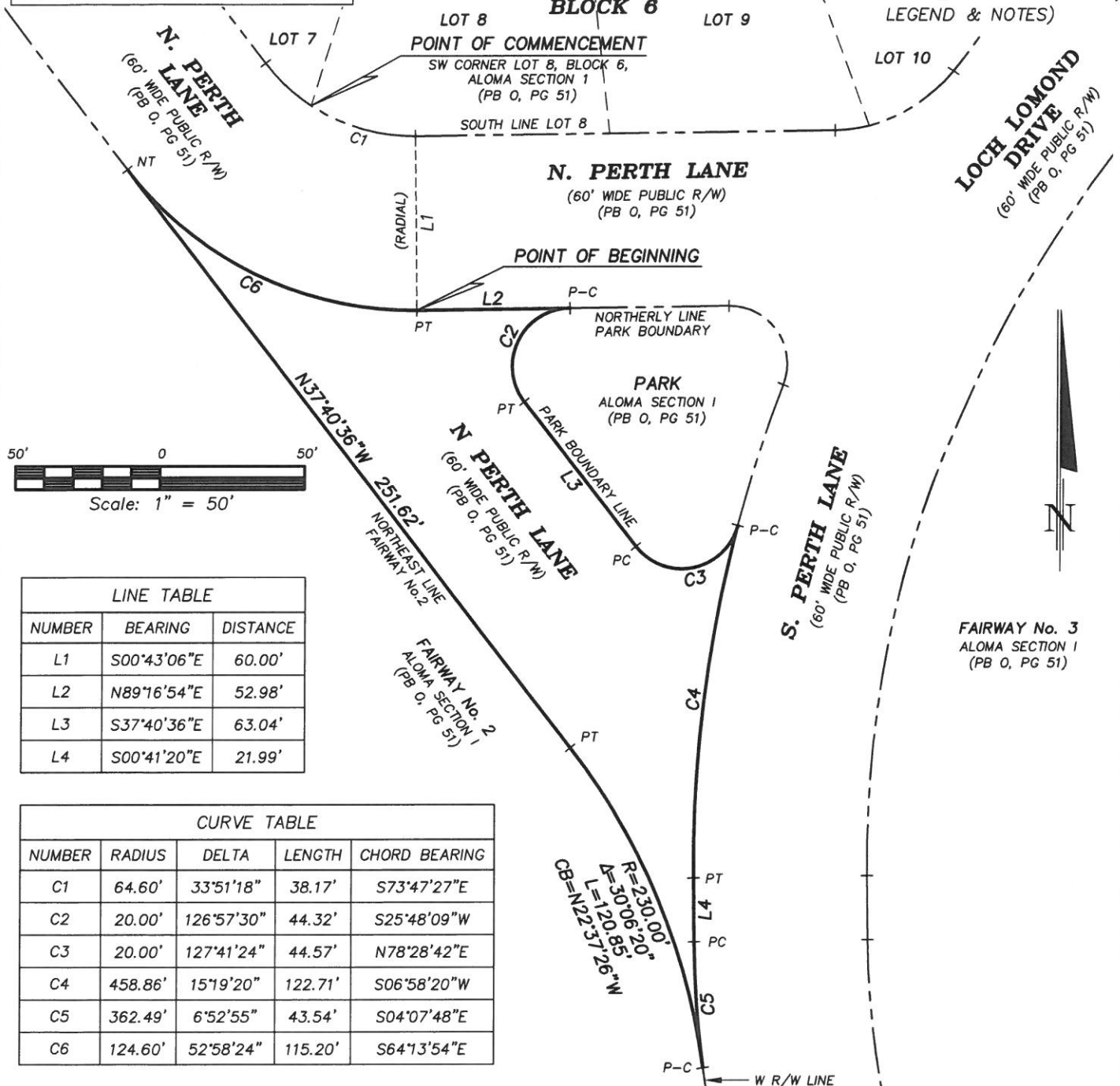
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>JP</u>	CHECKED BY: <u>RLC</u>	JOB NO. <u>14179.003</u>	SCALE <u>NONE</u>	SHEET <u>2</u>
DATE: <u>06/11/2015</u>	DATE: <u>06/11/2015</u>			OF <u>2</u>

SKETCH OF DESCRIPTION

(SEE SHEET 2 FOR DESCRIPTION, LEGEND & NOTES)

This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.



PREPARED FOR:

WINTER PARK HEALTH FOUNDATION

PROJECT WELLNESS - RIGHT-OF-WAY VACATE PART B
SECTION 09, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FL

9/9/16	RLC	UPDATED STREET NAMES
DATE	BY	DESCRIPTION
REVISIONS		



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Rogay L. Borsen
Florida Registered Surveyor and Mapper
Certificate No. 4285
NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

DRAWN BY: <u>JP</u>	CHECKED BY: <u>RLC</u>	JOB NO. 14179.003	SCALE 1"=50'	SHEET <u>1</u> OF <u>2</u>
DATE: <u>06/11/2015</u>	DATE: <u>06/11/2015</u>			

SKETCH OF DESCRIPTION

(SEE SHEET 1 FOR SKETCH)

DESCRIPTION:

That part of North Perth Lane, (a 60 foot wide public right-of-way, per plat) ALOMA SECTION 1, according to the plat thereof as recorded in Plat Book O, Page 51, of the Public Records of Orange County, Florida, described as follows:

Commence at the Southwest corner of Lot 8, Block 6 of said plat, said corner lying on a curve concave Northeasterly having a radius of 64.60 feet and a chord bearing of S73°47'27"E; thence Southeasterly along the arc of said curve and the South line of said Lot 8 through a central angle of 33°51'18", for a distance of 38.17 feet to a point on a radial line; thence departing said South line, S00°43'06"E, along said radial line 60.00 feet to the POINT OF BEGINNING; thence N89°16'54"E, 52.98 feet to the Northerly line of a Park tract, per said plat and the point of cusp of a curve concave Southeasterly having a radius of 20.00 feet and a chord bearing of S25°48'09"W; thence along the boundary line of said Park the following three (3) courses: Southwesterly along the arc of said curve through a central angle of 126°57'30", for a distance of 44.32 feet to the point of tangency; S37°40'36"E, 63.04 feet to the point of curvature of a curve concave Northerly having a radius of 20.00 feet and a chord bearing of N78°28'42"E; Easterly along the arc of said curve through a central angle of 127°41'24", for a distance of 44.57 feet to the point of cusp of a curve concave Easterly having a radius of 458.86 feet and a chord bearing of S06°58'20"W; thence departing said boundary line and Southerly along the arc of said curve through a central angle of 15°19'20", for a distance of 122.71 feet to the point of tangency; thence S00°41'20"E, 21.99 feet to the point of curvature of a curve concave Easterly having a radius of 362.49 feet and a chord bearing of S04°07'48"E; thence Southerly along the arc of said curve through a central angle of 06°52'55", for a distance of 43.54 feet to the Northeast line of Fairway No. 2, per said plat and the point of cusp of a curve concave Southwesterly having a radius of 230.00 feet and a chord bearing of N22°37'26"W; thence along said Northeast line the following two (2) courses: Northwesterly along the arc of said curve through a central angle of 30°06'20", for a distance of 120.85 feet to the point of tangency; N37°40'36"W, 251.62 feet to a point on a non-tangent curve concave Northeasterly having a radius of 124.60 feet and a chord bearing of S64°13'54"E; thence departing said Northeast line run Southeasterly along the arc of said curve through a central angle of 52°58'24", for a distance of 115.20 feet to the POINT OF BEGINNING.

Containing 0.316 acres more or less and being subject to any rights-of-way, restrictions, and easements of record.

NOTES

- This is not a survey.
- Bearings are based on the Northeast line of Fairway No. 2, ALOMA SECTION 1, according to the plat thereof recorded in Plat Book O, Page 51, Public Records, Orange County, Florida, being N37°40'36"W, an assumed meridian.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

Δ=	CENTRAL ANGLE
CB=	CHORD BEARING
L=	ARC LENGTH
R=	RADIUS LENGTH
NT	NON-TANGENT
CS#	CERTIFIED SURVEY DRAWING NUMBER
C1	CURVE TABLE NUMBER
L1	LINE TABLE NUMBER
LB	LICENSED BUSINESS
NE'LY	NORTHEASTERLY
NT	NON-TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PC	POINT OF CURVATURE
P-C	POINT OF CUSP
PI	POINT OF INTERSECTION
PT	POINT OF TANGENCY
SW'LY	SOUTHWESTERLY
SEC 09-22S-30E	SECTION, TOWNSHIP, RANGE

PREPARED FOR:

WINTER PARK HEALTH FOUNDATION

PROJECT WELLNESS - RIGHT-OF-WAY VACATE PART B
SECTION 09, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FL



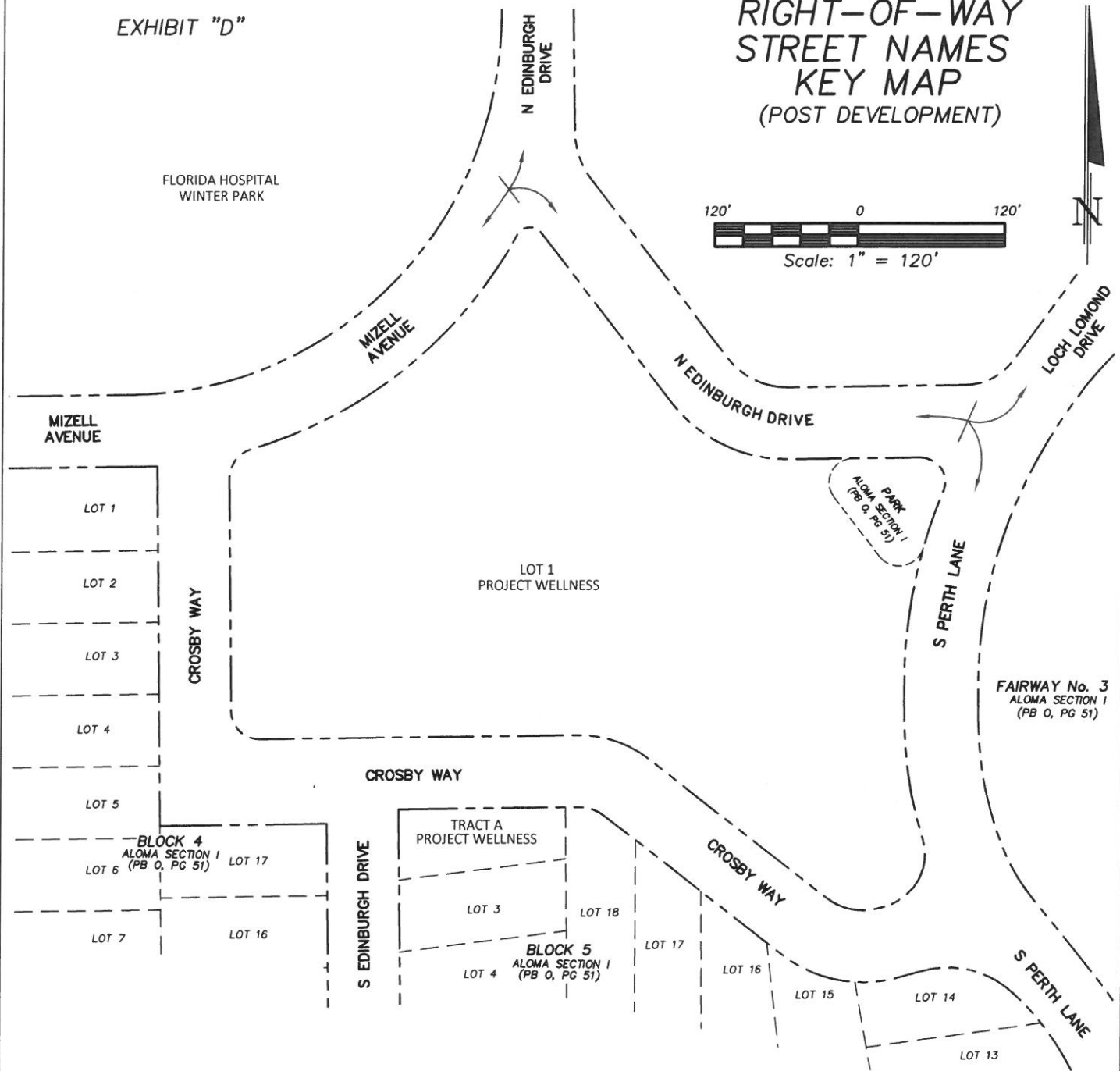
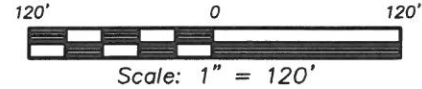
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>JP</u>	CHECKED BY: <u>RLC</u>	JOB NO. <u>14179.003</u>	SCALE <u>NONE</u>	SHEET <u>2</u>
DATE: <u>06/11/2015</u>	DATE: <u>06/11/2015</u>			OF <u>2</u>

EXHIBIT "D"

RIGHT-OF-WAY STREET NAMES KEY MAP (POST DEVELOPMENT)



PREPARED FOR:

WINTER PARK HEALTH FOUNDATION

PROJECT WELLNESS

RIGHT-OF-WAY STREET NAMES KEY MAP (POST DEVELOPMENT)

SECTION 09, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FL

12/5/16	RLC	REVISED STREET NAMES
DATE	BY	DESCRIPTION
REVISIONS		



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

CS# 15-148(RW)

DRAWN BY: BW
DATE: 12/02/2016

CHECKED BY: RLC
DATE: 12/2015

JOB NO.
14179.003

SCALE
1"=120'

SHEET 1
OF 2



PUBLIC NOTICE

NOTICE is hereby given that a public hearing will be held by the **City Commission** of the City of Winter Park, Florida **on Monday, January 9, 2017 at 3:30 pm and on Monday, January 23, 2017 at 3:30 p.m.** in the Commission Chambers of City Hall at 401 S. Park Avenue, Winter Park, Florida, 32789 to consider the following **PUBLIC HEARING:**

NOTICE OF INTENT TO RE-PLAT PROPERTY AND TO VACATE AND ABANDON A PORTION OF PUBLIC RIGHT-OF-WAYS AS FOLLOWS

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROVIDING FOR THE APPROVAL OF THE PROJECT WELLNESS FINAL PLAT AND ACCEPTANCE OF THE DEDICATIONS THEREIN, INCLUDING THE RECONFIGURED PUBLIC RIGHTS-OF-WAY; PROVIDING FOR THE VACATION AND ABANDONMENT OF CERTAIN PORTIONS OF MIZELL AVENUE, SOUTH EDINBURGH DRIVE AND NORTH PERTH LANE AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR THE VACATION AND ABANDONMENT OF CERTAIN DISTRIBUTION AND UTILITY EASEMENTS; PROVIDING FOR THE RENAMING OF CERTAIN PUBLIC RIGHTS-OF-WAY; PROVIDING FOR CONFLICTS, SEVERABILITY, AN EFFECTIVE DATE AND RECORDING.

Notice is hereby given, pursuant to Florida Statute 177.101(4), by Winter Park Health Foundation of its intent to petition the City of Winter Park City Commission seeking the approval of the Project Wellness Replat and vacation of right-of-ways per the Ordinance above, all located in Winter Park, Florida.

All interested parties are invited to attend and be heard. Additional information is available in the Planning Department so that citizens may acquaint themselves with each issue and receive answers to any questions they may have prior to the meeting.

NOTE: If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he 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 Planning Department at 407-599-3453 at least 48 hours in advance of the meeting.

/s/ Cynthia S. Bonham, MMC, City Clerk

PUBLISH: Sunday, December 25, 2016 - Orlando Sentinel



city commission public hearing

Item type	Public Hearing	meeting date	January 23, 2017		
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager		
department	Planning and Community		<input checked="" type="checkbox"/> City Attorney		
division	Development		<input type="checkbox"/> N/A		
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	5-0	final vote	
vision themes	<input checked="" type="checkbox"/> Cherish and sustain city's extraordinary quality of life. <input checked="" type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character. <input type="checkbox"/> Enhance city's brand through flourishing arts and culture. <input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.				

Subject: Request for Future Land Use/Zoning Change for 309 W. New England Ave.

SECOND READING OF ORDINANCE AND ADOPTION

This public hearing involves requests by TGG Ltd. (property owner) to change the Comprehensive Plan future land use designation to Central Business District and the Zoning to C-2 at 309 W. New England Avenue.

Planning and Zoning Board Recommendation:

Motion made by Tom Sacha, seconded by Shelia De Ciccio to approve the request to amend the Comprehensive Plan Future Land Use Map to change from Commercial to Central Business District on Lot 16, Block 40 at 309 West New England Avenue. Motion carried unanimously with a 5-0 vote.

Motion made by Tom Sacha, seconded by Shelia De Ciccio to approve the request to amend the Official Zoning Map to change from Medium Density Multi-Family Residential (R-3) to Commercial (C-2) to Central Business District on Lot 16, Block 40 at 309 West New England Avenue. Motion carried unanimously with a 5-0 vote.

Summary: The property is a vacant 50 by 130 lot (Lot 16, Block 40) that is 6,500 square feet in size. The other adjacent properties at 347 & 313 West New England and 301 West New England Avenue are all designated as Central Business District future land use and zoned C-2. The property directly across the street at 298 West New England also has the same designation and zoning.

Background to the Request: When the Community Redevelopment Area was established in 1994, one of the primary goals was to encourage the redevelopment of this portion of West New England Avenue from Pennsylvania to New York Avenue. To that end, the City administratively

changed the Comprehensive Plan future land use map in 1995 for all the properties affected to a Commercial FLU.

However, when the redevelopment of New England Avenue began with the redevelopment of the Dexter's building, the Future Land Use and Zoning needed for that density and building setback, up close to the street, was the Central Business District designation and C-2 zoning. In turn, all of the successive redevelopment of New England Avenue between Pennsylvania and Virginia Avenues has been undertaken utilizing Central Business District FLU and C-2 zoning. This has been consistent with the goal to emulate on West New England Avenue, the style, density and character of Park Avenue.

By changing the Future Land Use on this property from Commercial to Central Business District, the property would be permitted up to a maximum 200% FAR and the setbacks of C-2 zoning. This would of course be predicated on their ability to provide parking for such building density.

Planning Staff Recommendation: The Planning Staff recommendation consistently through the years been in support of Central Business District future land use and C-2 zoning along this frontage of West New England Avenue. The Planning Staff continues to believe that this is the appropriate land use in order to continue the redevelopment pattern that has already occurred along New England Avenue. It is also based on the recognition that the City still has the review and approval control over all redevelopment since the Zoning Code requires P&Z/City Commission approval of any building/building addition over 500 square feet.

Planning and Zoning Board Summary: The Planning Board members agreed that this one isolated lot should have the same CBD designation and C-2 zoning as exists in this area for the other properties that front on New England Avenue.

Planning and Zoning Board Minutes – December 6, 2016:

REQUEST OF TGG, LTD. TO: AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE MAP TO CHANGE FROM COMMERCIAL TO A CENTRAL BUSINESS DISTRICT FUTURE LAND USE DESIGNATION ON LOT 16, BLOCK 40 AT 309 WEST NEW ENGLAND AVENUE.

REQUEST OF TGG LTD. TO: AMEND THE OFFICIAL ZONING MAP TO CHANGE FROM MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL (R-3) DISTRICT ZONING TO COMMERCIAL (C-2) DISTRICT ZONING ON LOT 16, BLOCK 40 AT 309 WEST NEW ENGLAND AVENUE.

Planning Manager Jeffrey Briggs presented the staff report. He explained that the applicant, TGG Ltd. (property owner), seeks to change the Comprehensive Plan future land use designation to Central Business District and the Zoning to C-2 at 309 W. New England Avenue. The property is a 50 by 130 lot (Lot 16, Block 40) that is 6,500 square feet in size. The subject property is vacant and the other adjacent properties at 313 West New England and 301 West New England Avenue are both designated as Central Business District future land use and zoned C-2. The property directly across the street at 298 West New England also has the same designation and zoning. He provided the Board members with insight into the background of the request and a staff analysis of the current request. Mr. Briggs explained that the Planning Staff recommendation consistently through the years has been in support of Central Business District future land use and C-2 zoning along this frontage of West New England Avenue. The Planning Staff continues to believe that this is the appropriate land use in order to continue the redevelopment pattern that has already occurred along New England Avenue. It is also based on the recognition that the City still has the review and approval control over all redevelopment since the Zoning Code requires P&Z/City Commission approval of any building/building addition over 500 square feet. Staff recommended approval of the change to Central Business District FLU and C-2 Zoning for the property at 309 West New England Avenue.

Dan Bellows, 425 West New England Avenue, spoke to the rezoning patterns in the neighborhood. He agreed with the intent of the staff's position. He disagreed with the recommendation to impose the five-foot setback. He responded to Board member questions and concerns.

The following people spoke concerning the request: Javier Omana, 426 West Lyman Avenue (in favor); and Lurline Fletcher (opposed). No one else wished to speak concerning the request. Public Hearing closed.

The P&Z Board members were in agreement that this one isolated lot should be designated the same as the other property along New England Avenue.

Motion made by Tom Sacha, seconded by Shelia De Ciccio to approve the request to amend the Comprehensive Plan Future Land Use Map to change from Commercial to Central Business District on Lot 16, Block 40 at 309 West New England Avenue. Motion carried unanimously with a 5-0 vote.

Motion made by Tom Sacha, seconded by Shelia De Ciccio to approve the request to amend the Official Zoning Map to change from Medium Density Multi-Family Residential (R-3) to Commercial (C-2) to Central Business District on Lot 16, Block 40 at 309 West New England Avenue. Motion carried unanimously with a 5-0 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 CHANGE THE FUTURE LAND USE
DESIGNATION OF COMMERCIAL TO CENTRAL BUSINESS
DISTRICT ON THE PROPERTY AT 309 WEST NEW
ENGLAND AVENUE (LOT 16, BLOCK 40), MORE
PARTICULARLY DESCRIBED HEREIN.**

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, 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 December 6, 2016, 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 January 9, 2017 and on January 23, 2016 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. 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 of commercial to central business district on the property at 309 West New England Avenue, being more particularly described as follows:

Lots 16 and the south half of the vacated alley adjacent thereto within Block 40, Revised Map of the Town of Winter Park as recorded in Plat Book "A", Pages 67-72 of the Public Records of Orange County, Florida.

Property Tax ID # 05-22-30-9400-40-161

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 _____, 2017.

Mayor

Mayor Steve Leary

Attest:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL (R-3), DISTRICT ZONING TO COMMERCIAL (C-2) DISTRICT ZONING ON THE PROPERTY AT 309 WEST NEW ENGLAND AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the owner of property at 309 W. New England Avenue have 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 December 6, 2014 meeting; and

WHEREAS, the City Commission of the City of Winter Park held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the 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 of Medium Density Multi-Family (R-3) District to Commercial (C-2) on the property at 309 W. New England Avenue, more particularly described as follows:

Lot 16, and the south half of the vacated alley adjacent thereto within Block 40, Revised Map of the Town of Winter Park as recorded in Plat Book "A", Pages 67-72 of the Public Records of Orange County, Florida.

Property Tax ID # 05-22-30-9400-40-161

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.

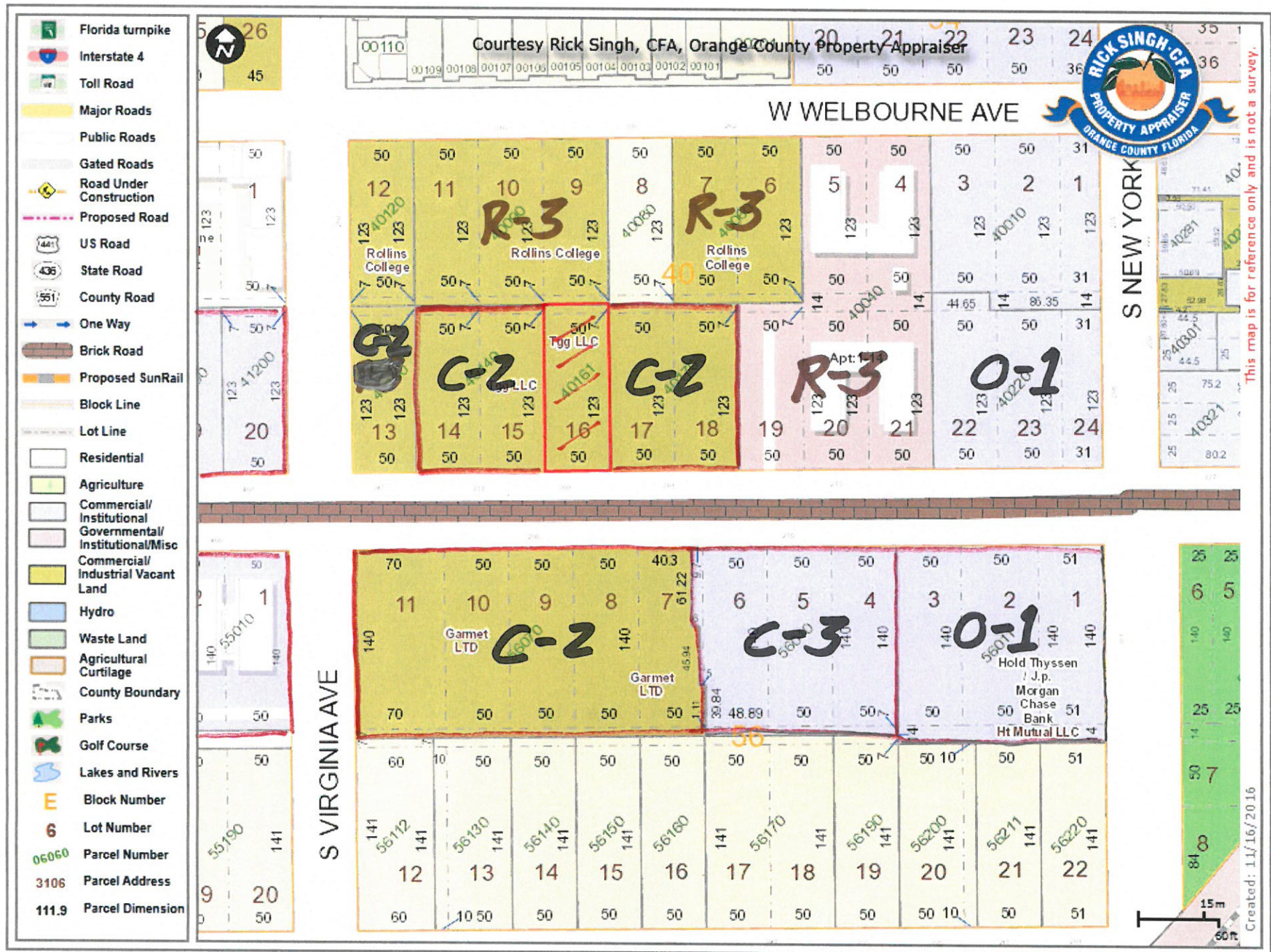
SECTION 4. Effective Date. This Ordinance shall become effective upon the effective date of Ordinance _____. If Ordinance _____ does not become effective, then this Ordinance shall be null and void.

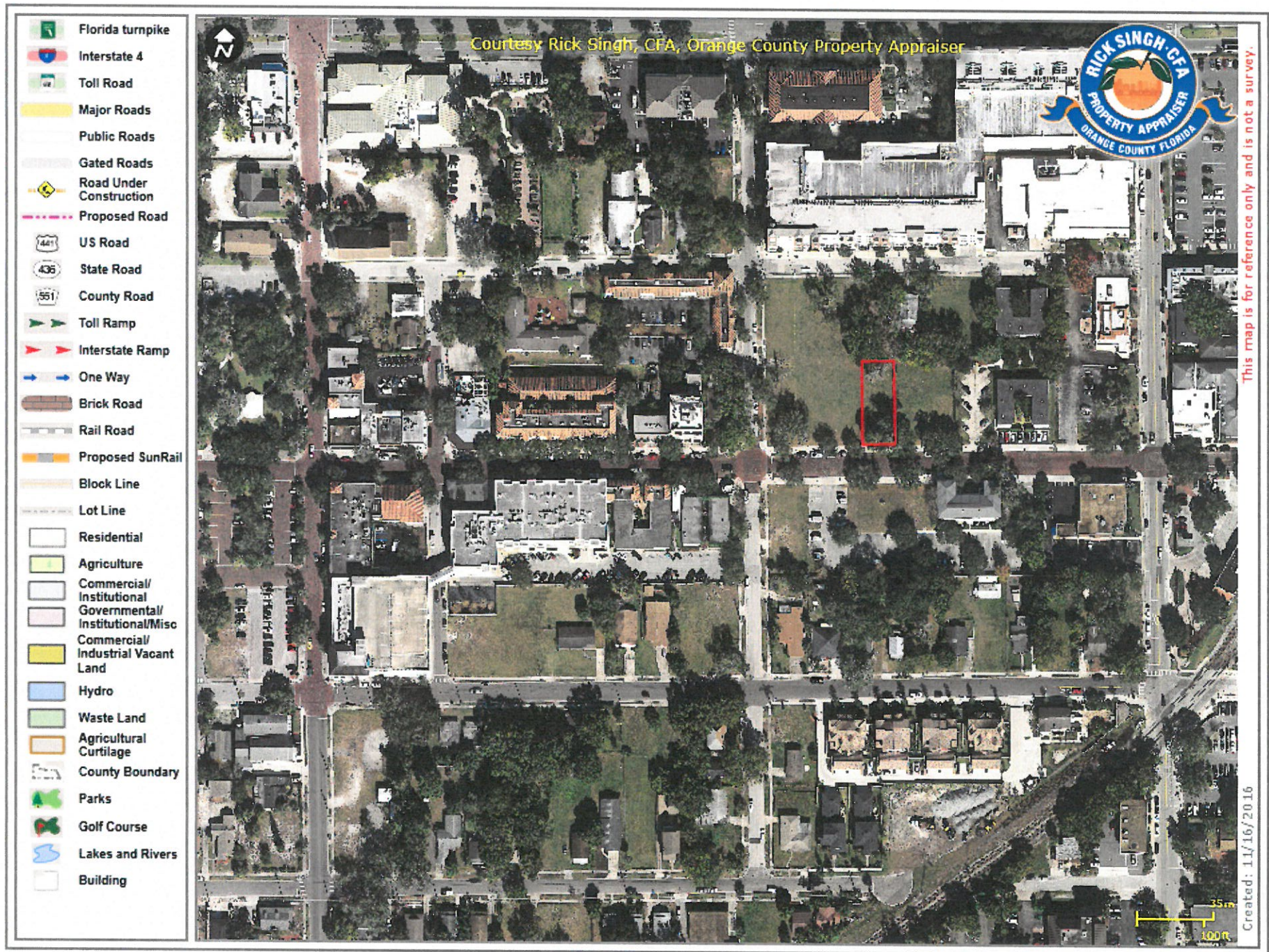
ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2017.

Mayor Steve Leary

Attest:

City Clerk







city commission public hearing

Item type	Public Hearing	meeting date	January 23, 2017		
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager		
department	Planning and Community		<input checked="" type="checkbox"/> City Attorney		
division	Development		<input type="checkbox"/> N/A		
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0	final vote	
vision themes	<input checked="" type="checkbox"/> Cherish and sustain city's extraordinary quality of life. <input checked="" type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character. <input type="checkbox"/> Enhance city's brand through flourishing arts and culture. <input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.				

Subject: Conditional Use Request by St. John Lutheran Church for overflow parking at 1010 Garden Drive and 1021 Camellia Avenue.

This public hearing is the request of St. John Lutheran Church at 1600 S. Orlando Avenue for Conditional Use approval to use the two adjacent Church properties at 1010 Garden Drive and 1021 Camellia Avenue for an unimproved overflow parking lot.

Planning and Zoning Board Recommendation:

Motion made by Tom Sacha, seconded by Peter Gottfried to grant temporary Conditional Use approval (until completion of the medical office building) to St. John Lutheran Church to use the vacant properties at 1010 Garden Drive and 1021 Camellia Avenue for parking as an unpaved grass parking lot for the church, church school and community events. Motion carried unanimously with a 7-0 vote.

Motion made by James Johnston, seconded Tom Sacha to continue the Conditional Use request for permanent parking long term use at 1010 Garden Drive and 1021 Camellia Avenue after the construction period until a more detailed site plan, landscape plan and use program (hours of the day/days of the week) is submitted. Motion carried unanimously with a 7-0 vote.

Summary: In July 2015 the City approved a change to the Comprehensive Plan future land use map from institutional to office and a companion rezoning from single family (R-1A) to office (O-1); along with a Conditional Use for a two-story, 15,000 square foot medical building for the Center for Reproductive Medicine on the former Church parking lot property at 1500 S. Orlando Avenue. This enabled the Church to sell that 1.36 acre parking lot property in October, 2015 for \$2.1 million. Subsequently in April, 2016 the City issued the building permit for the medical office and construction has begun.

The Church has for many years owned the two adjacent properties at 1010 Garden Drive and 1021 Camellia Avenue. The 1010 Garden Drive property held a single family home used by the Church and the 1021 Camellia Avenue property held a single family house that the Church had converted to a "youth house". Shortly after closing in November 2015 those two structures were demolished. Both of the properties are now vacant and both are zoned (R-1A).

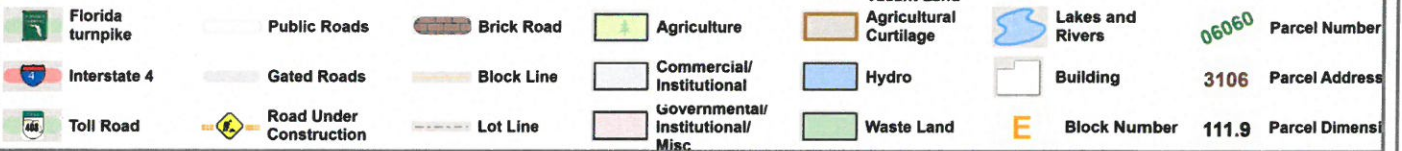
Conditional Use Request: The letter attached describes the request of St. John Lutheran Church to use the two adjacent Church properties at 1010 Garden Drive and 1021 Camellia Avenue for an unimproved grass overflow parking lot. Part of the reason for this request is that since the medical office property is under construction, the Church does not have access during construction to the 34 parking spaces to be provided for on Sundays and Holidays per their Agreement. That part of the request for temporary usage during the construction was supported by the P&Z Board and they have recommended approval for that temporary time period.

However, there were concerns with a permanent continuous approval for use by the Church seven days a week including by the Church elementary school, and for "community events during the week, such as concerts and outside groups". Use for concerts and outside groups then would mean evening use as well as daytime usage. Also the Church desires to use the properties for the "Pumpkin Patch" and Christmas Tree sales. As there was no "site plan" per se, showing how the properties would be used as a parking lot it was unclear how the cars would park, what landscaping would be done and how often the property would be used as a parking lot. The Zoning Code allows for unimproved parking lots when there is expected to be "light and infrequent use". Typically for Churches that means use by the Church during services and for perhaps one or two evenings a week. Because of the concerns about this component of the request, and more than "light and infrequent use", this portion of the request was continued until a more detailed site plan, landscape plan and use program (hours of the day/days of the week) is submitted.

Planning Staff Recommendation: The Planning Staff recommendation was for APPROVAL of the Conditional Use for the temporary time period when the medical office project is under construction but DENIAL of the Conditional Use for any further parking usage of these properties after the construction is complete.

Planning and Zoning Board Summary: The P&Z Board understood the need for this overflow parking during the construction time period. However, as to the long term usage, the P&Z Board was assured repeatedly at public hearings by St. John Lutheran Church that if the City allowed the Church sell off their parking lot, that they had ample parking to meet their needs. Now the Church says that the situation has changed. The other major difficulty for the P&Z Board was that the Church was asking for Conditional Use approval with no limitations on the use of the property for parking and so that it can be used seven days a week and at any hours. The P&Z Board could not support such an open ended approval for the Conditional Use with no commitment on maintenance, landscaping or fencing. Thus, the motion from P&Z to continue that portion of the request until more information was provided.

OCA Web Map



Courtesy: Rick Singh, CFA, Orange County Property Appraiser



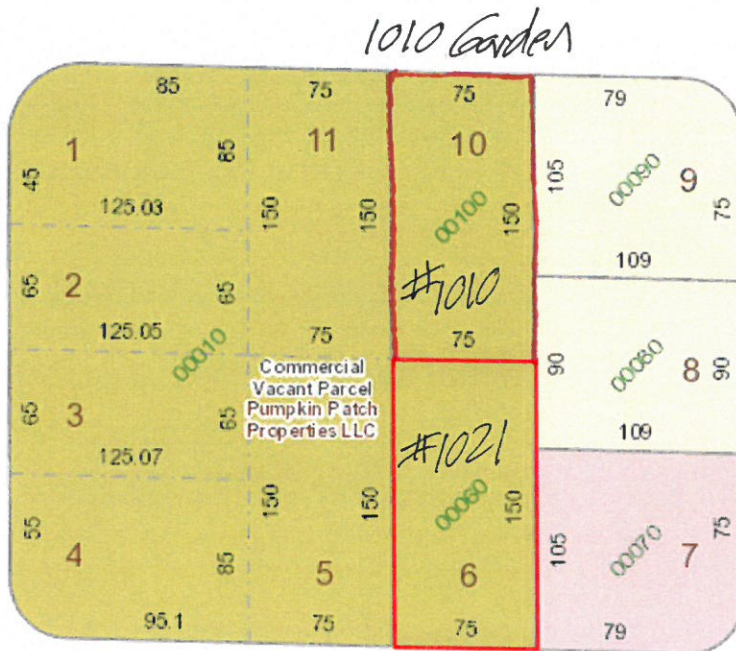
Daily Traffic 26000

17

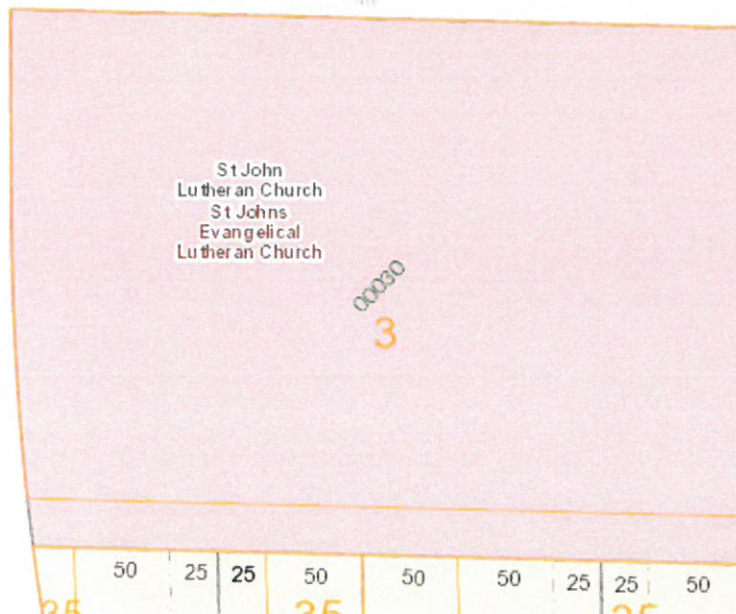
US HWY 17-92

N MILLS AVE

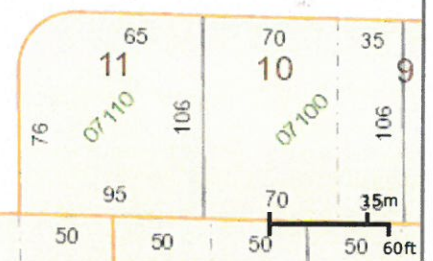
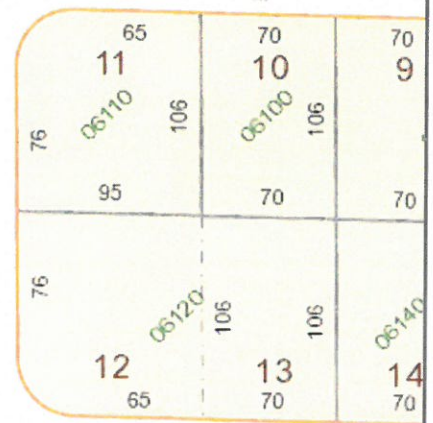
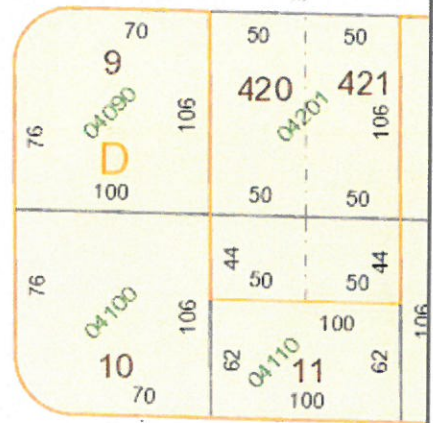
17



1021 Camellia
CAMELLIA AVE



ORCHID AVE



OCA Web Map

- | | | | | | | |
|------------------|-------------------------|------------------|-------------|-----------------------------------|-----------------|------------------|
| Florida Turnpike | Major Roads | Proposed Road | Block Line | Commercial/Institutional | Hydro | Golf Course |
| Interstate 4 | Public Roads | Brick Road | Lot Line | Governmental/Institutional/Misc | Waste Land | Lakes and Rivers |
| Toll Road | Gated Roads | Rail Road | Residential | Commercial/Industrial/Vacant Land | County Boundary | Building |
| | Road Under Construction | Proposed SunRail | Agriculture | Agricultural Curtilage | Parks | Hospital |



Created: 12/20/2016

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

Proposed Conditional Use Narrative for Residential Lots

St. John Evangelical Lutheran Church of Winter Park and Orlando

1600 South Orlando Avenue

Winter Park, FL 32789

St. John Evangelical Lutheran Church of Winter Park and Orlando is requesting conditional use of two lots owned by the congregation: 1010 Garden and 1021 Camelia. Prior to early 2016 two residential homes occupied these lots for church use but were torn down and are currently vacant. Our request is to use these undeveloped grass lots for congregational parking as lot 1500 South Orlando Avenue was previously used by the congregation for over forty years.

The mission of any Christian congregation is to grow and adequate parking for current and future growth is vital. With the sale of lot 1500 South Orlando Avenue to the Center for Reproductive Medicine of Orlando, the congregation lost considerable parking. While the Center will be allowing St. John use of their parking in off hours, it has yet to be completed, leaving us with limited parking currently and on weekdays in the future. Using the current grass lots as we did with our previous property will allow sufficient parking now and for the future.

Our desire for the lots is, however, multipurpose. We want to keep the lots all grass for a number of reasons. First, sustainable green space is preferable to paved space. Winter Park does not need more pavement and as the 2016 Innovative Green Employer recognized by the Central Florida Workplace Challenge, we are committed toward maximum green space. Second, keeping the lots all grass allows for recreational use by both the church and the neighborhood. Our intention is to keep it fenced and maintained, screened from the road but like a grassed park on the interior that will allow for events like the annual Pumpkin Patch. It will have a far better appearance than the previous lot. Third, the additional 52 parking spaces will afford us the opportunity to host community events during the week, such as concerts and outside groups, that would require extra space from what we have currently.

The conditional use for parking would be ongoing while St. John exists as a congregation. No paving or commercial use would be permitted without city approval. We would commit to maintaining the lots in a pleasing well maintained grass area that would be low street visibility but a beneficial green asset to the neighborhood.

Proposed Landscaping and Fencing Plan

St. John Evangelical Lutheran Church of Winter Park and Orlando
1600 South Orlando Avenue
Winter Park, FL 32789

In order to make our grass lots more attractive, available, and safe, please read below to envision the following:

- A 4' fence on both Garden Drive and Camellia Avenue sides with entrance and exits marked and secured.
-
- Reposition drive entrances and curbs if needed
- Appropriate fencing at least 4' in height with additional landscaping for screening
- Sprinkler system maintained to sustain green space





2016



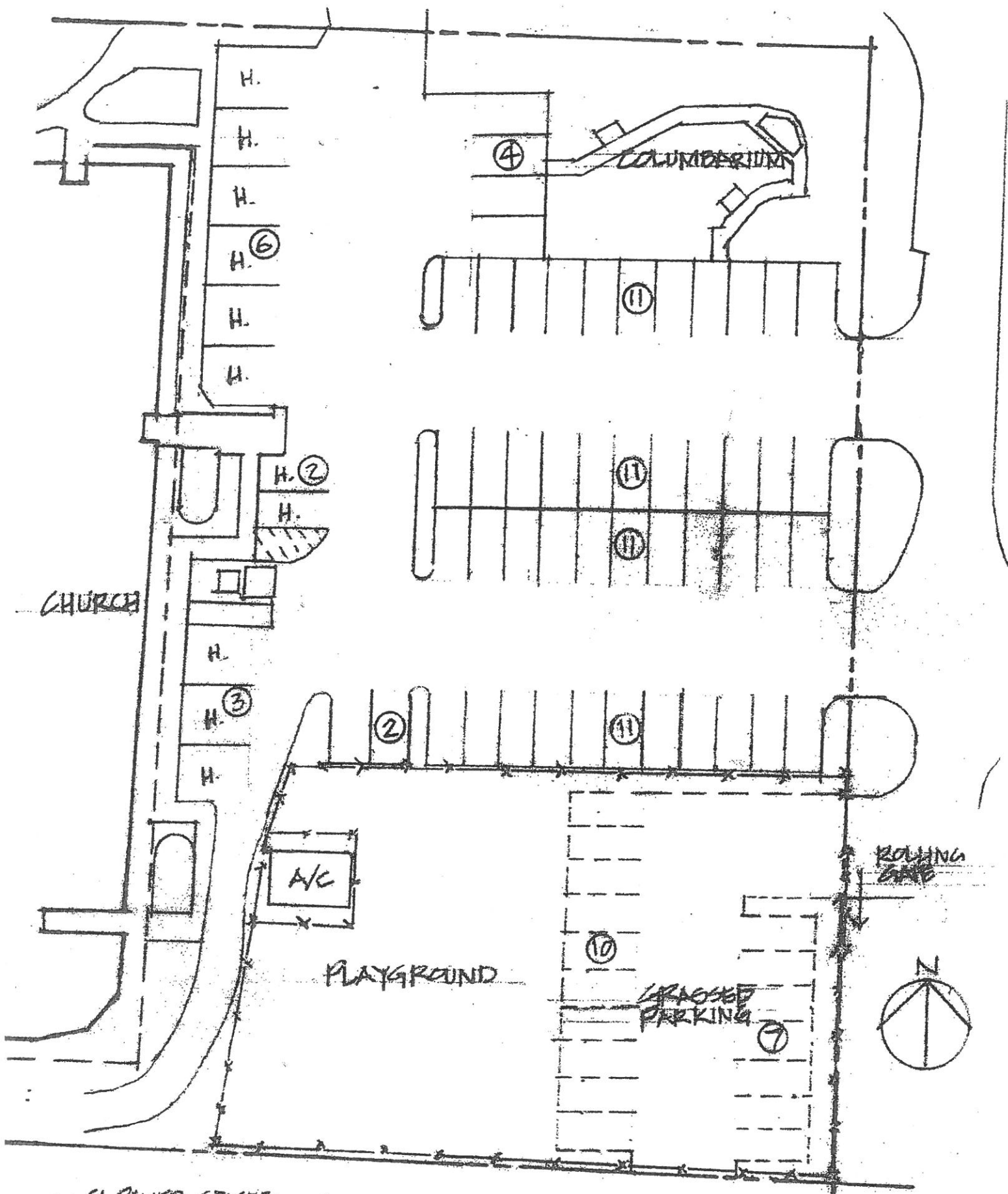
Green Innovation



St. John Evangelical Lutheran Church



This employer is recognized by City of Orlando, Orange County, City of Winter Park,
and Green Destination Orlando as being a leading example to our community



61 PAVED SPACES
 17 GRASSED SPACES
 78 TOTAL SPACES

525 seats

ST JOHN
 LUTHERAN CHURCH
 PROPOSED EAST PARKING
 1"=30'

6/1/14



city commission public hearing

Item type	Public Hearing	meeting date	January 23, 2017		
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager		
department	Planning and Community		<input checked="" type="checkbox"/> City Attorney		
division	Development		<input type="checkbox"/> N/A		
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0	final vote	
vision themes	<input checked="" type="checkbox"/> Cherish and sustain city's extraordinary quality of life.				
	<input checked="" type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character.				
	<input type="checkbox"/> Enhance city's brand through flourishing arts and culture.				
	<input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.				

Subject: Request by Rollins College for a Zoning Text Change to C-3 Zoning; Future Land and Rezoning for a small Portion of the Site and Conditional Use to allow the Construction and Operation of the College Physical Plant and Central Receiving Facility at 501 Holt and 450 W. Fairbanks Avenues.

Rollins College is requesting the following:

1. A change to the Commercial (C-3) Zoning Code text to provide for a new conditional use involving "warehousing and distribution facilities when serving a university or college";
2. To change the Comprehensive Plan future land use designation of Low Density Residential to Commercial on 875 square feet of the property at 483 Holt Avenue;
3. To change the Zoning on the same 875 square feet from Low Density Residential (R-2) to Commercial (C-3); and
4. Conditional Use approval to construct a 21,564 square foot Physical Plant and Warehouse facility for Rollins College at 501 Holt and 450 W. Fairbanks Avenues.

Planning and Zoning Board Recommendation:

Motion made by Tom Sacha, seconded by Peter Gottfried to approve the request to amend ARTICLE III, "Zoning Regulations" To Change The Text Of The Commercial (C-3) Zoning District To Add A New Conditional Use To Include "Warehousing And Distribution Facilities When Serving A University Or College". Motion carried unanimously with a 7-0 vote.

Motion made by Tom Sacha, seconded by Peter Gottfried to approve the request to amend The "Comprehensive Plan" Future Land Use Map From A Low Density Residential Future Land Use Designation To A Commercial Future Land Use Designation On 875 Square Feet Of The Northwest Corner Of 483 Holt Avenue. Motion carried unanimously with a 7-0 vote.

Motion made by Tom Sacha, seconded by Peter Gottfried to approve the request to amend The Zoning Map To Change From Low Density Residential (R-2) Zoning To Commercial (C-3) Zoning On 875 Square Feet Of The Northwest Corner Of 483 Holt. Motion carried unanimously with a 7-0 vote.

Motion made by Tom Sacha, seconded by Peter Gottfried to approve the Conditional Use to construct and operate a 21,564 Square Foot Physical Plant and Central Receiving facility on the vacant properties at 501 Holt Avenue And 450 West Fairbanks Avenue subject to the Conditions provided by staff and offered by the applicant. Motion carried unanimously with a 7-0 vote.

Summary: Rollins College or its affiliated LLC's have owned since 2006, the vacant 1.1 acre properties at 501 Holt and 450 W. Fairbanks Avenues. Those properties are designated Commercial in the Comprehensive Plan and zoned Commercial (C-3). The College desires to develop these properties with a physical plant and central receiving warehouse facility. Their goal is to move those operations that now exist on the main campus to this new site that borders the Railroad and commercial properties along Fairbanks and Orange Avenues on one side but which also borders the College Quarter residential neighborhood on the other side.

One challenge for Rollins College is that the site does not have the correct Comprehensive Plan designation or Zoning that allows this type of physical plant industrial and warehouse operations. The first component of this overall request from Rollins College is for the City to change the Zoning Code rules for the C-3 zoning district in order to allow this type of facility, as a conditional use. Thus the first question is whether the "use" of this property is acceptable.

The second component involves the Conditional Use required for the Project and the addition of a small piece of adjacent property in order to provide more space for visual screening. Thus the Conditional Use decision, is whether the size and operations of the facility and the facility and site design is acceptable and compatible in this location.

History of the Property: Rollins College (Holt Properties LLC) acquired this property in March, 2006. The property was vacant at that time. Previously the property had held a small two bay car repair building (Andy Ahik's garage) that was demolished by the previous owners in the 1980's. The property due to that previous commercial use has been designated and zoned as commercial. To that end, when Rollins College purchased the property in 2006, it was not zoned appropriately to permit the physical plant and warehouse building facility that they now desire to construct and operate.

Rollins College Plans: One priority of the Rollins College has been to find a new location for the physical plant/central receiving functions. Those facilities are now located on a prime lakefront portion of the campus. It doesn't make sense for Rollins College to have one of the least attractive aspects of the campus located on one of the most attractive locations on the campus. The campus also struggles with tractor trailer deliveries to that location and other buildings on campus. As a result, Rollins College desires to take these aspects of the campus and move those to this site.

Request for the C-3 Zoning Text Change: A warehouse and distribution facility in the City would need to be located in Industrial zoning or it could be in PQP zoning as a component of a larger facility such as a College or Hospital. Initially this request contemplated a rezoning to PQP. However, in discussions with neighbors, they preferred maintaining the commercial (C-3) zoning and changing the zoning text, as is requested. Since there is only one "university or college" in the City with "warehousing and distribution facilities" the proposed zoning text change is essentially being made just for Rollins College.

Request for the Rezone of the 875 sq. ft.: One of the goals of Rollins College is to screen the view of these physical plant operations and facilities as best as can be done from the neighborhood perspective. By shaving off a small piece (875 sq. ft.) of the northwest corner of their adjacent 483 Holt Avenue property, it allows the entire Project to slide another 10 feet away from Holt Avenue, thus providing more space for the essential landscape buffer. The rest of the 483 Holt Avenue property is to be used for a new two-story single family house built in a Craftsman architectural style. Those plans were reviewed and approved by the City's Historic Preservation Board on December 14th and the Board also agreed with shaving off that small corner. The city staff also endorses this portion of the request in order to provide space for the landscape screening.

Request for Conditional Use Approval/Project Description: The proposed building is primarily a warehouse and distribution facility that also holds administrative office space for the physical plant departments of the College. The building is 21,564 square feet, which is at a floor area ratio of 45%, meaning that it is the largest building size that the C-3 zoning would permit on the 1.1 acre site. Due to the interior height needed for stacked pallet warehousing, this building has approximately 20 feet of visible height including parapet for the one story section closest to Holt Avenue and 44 feet in height for the two story portion of the building, closest to Fairbanks Avenue. For comparison, this building will similar in size to City Hall both in square footage and in height for the two-story portion.

The primary purpose of the facility is to receive and then distribute to the College campus every item that is needed for their "community" of approximately 3,000 people that inhabit the college campus each day. So every item needed on the campus every day will be received at this facility and then distributed to the campus by smaller vehicles or golf carts. Thus, this is primarily a warehouse facility with truck docks that can accommodate tractor trailer vehicle deliveries. Inside is warehouse space with storage and movement of products via forklifts. There also are other truck loading docks for the smaller vehicles transporting the goods to the campus. The building is located adjacent to the Railroad property line so that all of the truck loading docks and bay doors face the College Quarter neighborhood.

As the applicant recognizes that the facility operations and the truck activity facing the neighborhood is not a desirable image, the site and project plans include a proposal for an eight foot tall brick wall along the Holt Avenue frontage and residential property lines along with landscaping in front of the wall. The other purpose of the eight foot wall is to try to block sound from the operations. The project has been modified since the initial application to increase the setbacks for the eight foot tall buffer wall in order to provide more space for planting of oak trees both in the Holt Avenue parkway area and in front of the wall in order to screen and hide the view of the facility as best as can be done.

Analysis of Conditional Use Request: As with all conditional use requests, the primary question is compatibility. This location is adjacent to commercial development on three sides. It has frontages along the Railroad and the four lane arterial roadway of Fairbanks Avenue. The only question of compatibility is the interface with the residential neighborhood along Holt Avenue.

The P&Z Board was made aware that despite the best efforts of Rollins College, the size and scale of this facility cannot be completely hidden from view. Thus, despite what the perspective images represent, everyone who travels along Holt Avenue or lives across the street will still see some of a 44 foot tall, 21,564 square foot warehouse facility. The applicant is doing the absolute best that they can do with the eight foot tall wall and new oak trees to screen this building. However, the wall and 18 foot tall shade trees at planting will not hide a building of this size.

The other neighborhood compatibility issue is the sounds that this facility will generate. There are truck deliveries and truck/golf cart exports of goods to the campus. The aspect compounding the issue is the safety beeping noises every time a truck, or golf cart or forklift backs up. The City's noise ordinance includes a noise performance standard which reads as follows: "The operation of any such set, instrument, phonograph, machine or device between the hours of 11:00 p.m. and 8:00 a.m. in such manner as to create a plainly audible sound so that a person inside a building which is across a residential property line from the source of the sound is able to hear the plainly audible sound shall be prima facie evidence and create a presumption that a noise disturbance exists in violation of this division." It was discussed that "machines or devices" include trucks, golf carts and forklifts. As a result, Rollins College has offered a condition of approval that the entrance gate to this facility will be locked except for 8:30 am to 5:30 pm in order to mitigate the operational noise from truck deliveries and other operations.

Applicable Comprehensive Plan Policies: The applicant has provided in their letter and the staff cites on the following page the applicable Comprehensive Plan policies regarding this property. Note that one proposed change by staff that was accepted by the City Commission would allow for the project to back up to Holt Avenue. Originally, these policies were adopted in 2009 with the understanding that a retail commercial building or office building would be the perspective development, as those are the types of buildings that match the commercial land use.

Planning and Zoning Board Summary: The P&Z Board agreed that the Zoning Text change was acceptable as long as the operations of the facility adjacent to the neighborhood were compatible. Next the P&Z Board also agreed that the physical plant and facilities building in layout, design and operations were compatible with the location adjacent to a residential neighborhood subject to the plans presented and the conditions recommended. Those specific conditions were as follows:

- 1. Acknowledgement that the provisions of Section 67-92 of the City's Noise Ordinance apply to this project as any "machine or device" shall be construed to apply to trucks, golf carts and forklifts operating at this facility and thus (as offered by the applicant) the entrance gate shall be closed except during the hours of 8:30 am to 5:30 pm.**
- 2. That the undergrounding of the power lines along Holt Avenue, as agreed to by the applicant, is necessary in order to provide for the screening oak trees to be planted in the right-of-way.**
- 3. That measures necessary to protect the 48 inch live oak tree on-site will be incorporated in the design, construction and operations of this facility.**
- 4. That the City and Rollins College work together to connect the sidewalk on Holt Avenue to the sidewalk on Pennsylvania.**
- 5. That the final architectural elevations and materials of the building and screen wall be approved by the P&Z Board with input from the city architect.**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING REGULATIONS" SECTION 58-76 "COMMERCIAL (C-3) DISTRICT" SO AS TO ADD A NEW CONDITIONAL USE FOR "WAREHOUSING AND DISTRIBUTION FACILITIES WHEN SERVING A UNIVERSITY OR COLLEGE"; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at its January 3, 2017 meeting; and

WHEREAS, the City Commission of the City of Winter Park held duly noticed public hearings on the proposed zoning change set forth hereunder and considered 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's Comprehensive Plan; and

WHEREAS, the City Commission hereby find 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:

SECTION 1. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified by adding within Section 58-76 "Commercial (C-3) District", a new Conditional Use for "warehousing and distribution facilities when serving a university or college", as subsection 58-76 (c) (1) (p) to read as follows:

Sec. 58-76. Commercial (C-3) district.

(c) *Conditional uses.*

(p) Warehousing and distribution facilities when serving a university or college.

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. CODIFICATION. It is the intention of the City Commission of the City of Winter Park, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Winter Park, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

SECTION 5. EFFECTIVE DATE. This ordinance shall become effective immediately upon its final passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2017.

Mayor Steve Leary

Attest:

City Clerk

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 CHANGE THE FUTURE LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL TO COMMERCIAL ON 875 SQUARE FEET OF THE NORTHWEST CORNER OF 483 HOLT AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN 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, this Comprehensive Plan amendment meets the criteria established by Chapter 163 and 166, Florida Statutes; and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended APPROVAL of the proposed Comprehensive Plan amendment after having held an advertised public hearing on January 3, 2017, and 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 January 23, 2017 and February 13, 2017 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. 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 of low density residential to commercial on 875 square feet of the northwest corner of 483 Holt, more particularly described as shown on Exhibit "A" to the 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 _____, 2017.

Mayor

Mayor Steve Leary

Attest:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE LOW DENSITY RESIDENTIAL (R-2) ZONING TO COMMERCIAL (C-3) DISTRICT ZONING ON 875 SQUARE FEET ON THE NORTHWEST CORNER OF 483 HOLT AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the owner of property at 483 Holt Avenue has requested a Zoning map amendment that is consistent with the Comprehensive Plan, and the requested zoning text change will achieve conformance with the Comprehensive Plan for the property and such municipal zoning does meet 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 January 3, 2017 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

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 of Low Density Residential (R-2) District zoning to Commercial (C-3) District zoning on 875 square feet of the northwest corner of 483 Holt Avenue, 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 _____, 2017.

Mayor Steve Leary

Attest:

City Clerk

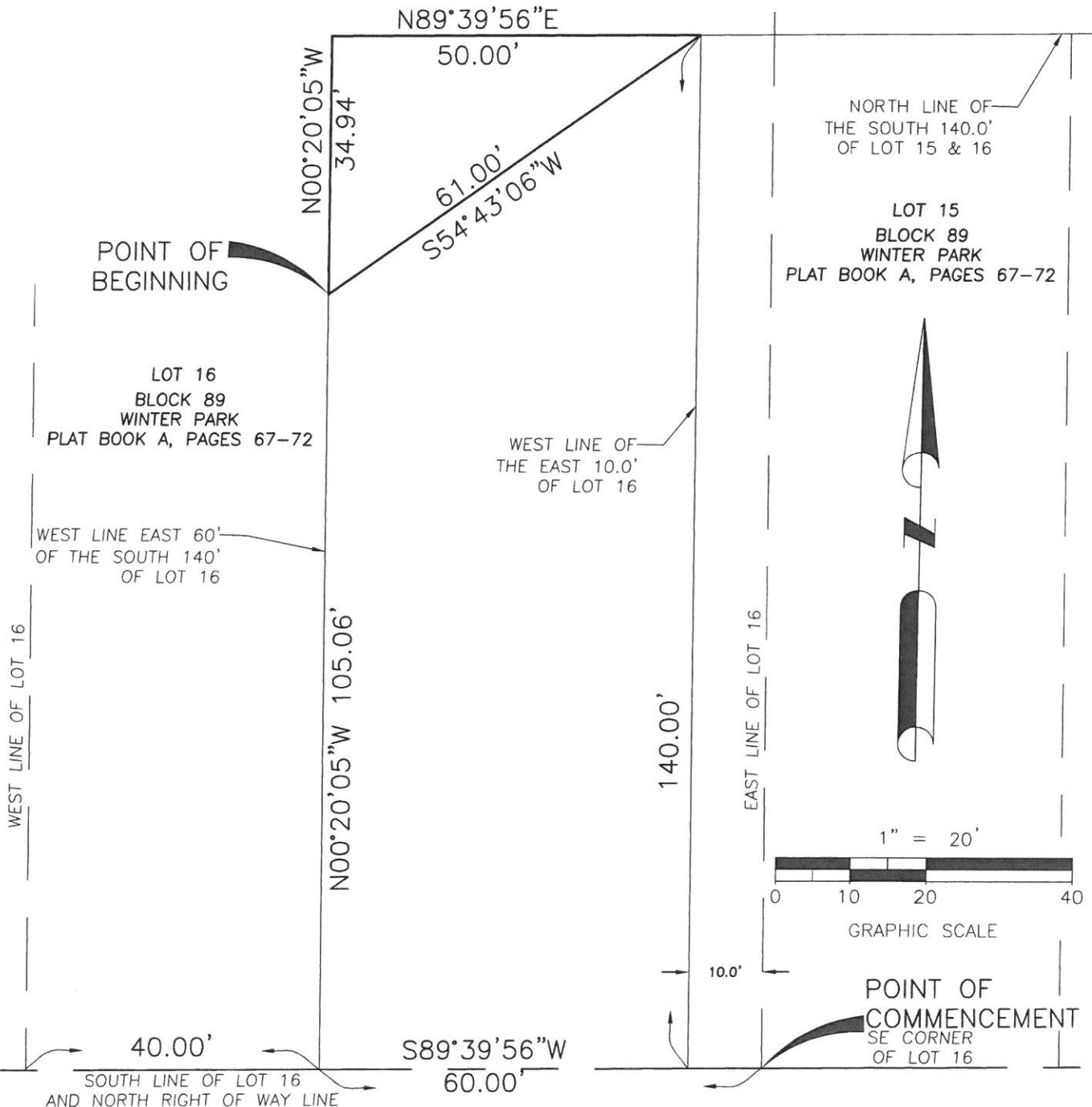
SKETCH AND LEGAL DESCRIPTION

Exhibit "A"

TABLE OF CONTENTS:

SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES

SHEET 2 - SKETCH



HOLT AVENUE



CARNAHAN PROCTOR CROSS, INC.

CONSULTING ENGINEERS SURVEYORS PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32804

PHONE: (407)960-5980 FAX: (407)960-5983

Agenda Packet Page 86

DATE:	12/13/2016
DRAWN BY:	LSA
CHECKED BY:	J.W.Q

PROJECT # 160917.1
HOLT AVE MAINTENANCE YARD SURVEY
FOR: ROLLINS COLLEGE
ORANGE COUNTY, FL

SHEET NO.	OF
2	2
CAD FILE:	
160917.1-SKETCH	

SKETCH AND LEGAL DESCRIPTION

Exhibit "A"

TABLE OF CONTENTS:
SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES
SHEET 2 - SKETCH

LEGAL DESCRIPTION

A Parcel of land being a portion of the West 50.00 feet of the East 60.00 feet of the South 140.00 feet of Lot 16, Block 89, Winter Park as recorded in Plat Book A, Pages 67-72, Public Records of Orange County, Florida and being more particularly described as follows:

Commence at the Southeast corner of Lot 16, Block 89, Winter Park as recorded in Plat Book A, Pages 67-72, Public Records of Orange County, Florida; thence South 89°39'56" West, along the South line of said Lot 16, 60.00 feet to a point on the West line of the East 60.00 feet of the South 140.00 feet of said Lot 16; thence North 00°20'05" West, along said West line, 105.06 feet to the POINT OF BEGINNING; thence continue along said West line, North 00°20'05" West, 34.94 feet to a point on the North line of the South 140.00 feet of said Lot 16; thence North 89°39'56" East, along said North line, 50.00 feet to a point on the West line of the East 10.00 feet of said Lot 16; thence departing said North and West lines, South 54°43'06" West 61.00 feet to the POINT OF BEGINNING.

Containing 874 Square feet more or less

NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
4. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF LOT 16, WINTER PARK PLAT BOOK A PAGES 67-72, ORANGE COUNTY FLORIDA BEING S89°39'56"W.

CERTIFICATION:

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

For the firm by:

James W. Quartel, P.S.M.
Professional Surveyor and Mapper
Florida License No. 6032



CARAHAN • PROCTOR CROSS, INC.

CONSULTING ENGINEERS • SURVEYORS • PLANNERS

604 COURTLAND STREET, SUITE 101 ORLANDO FLORIDA 32804

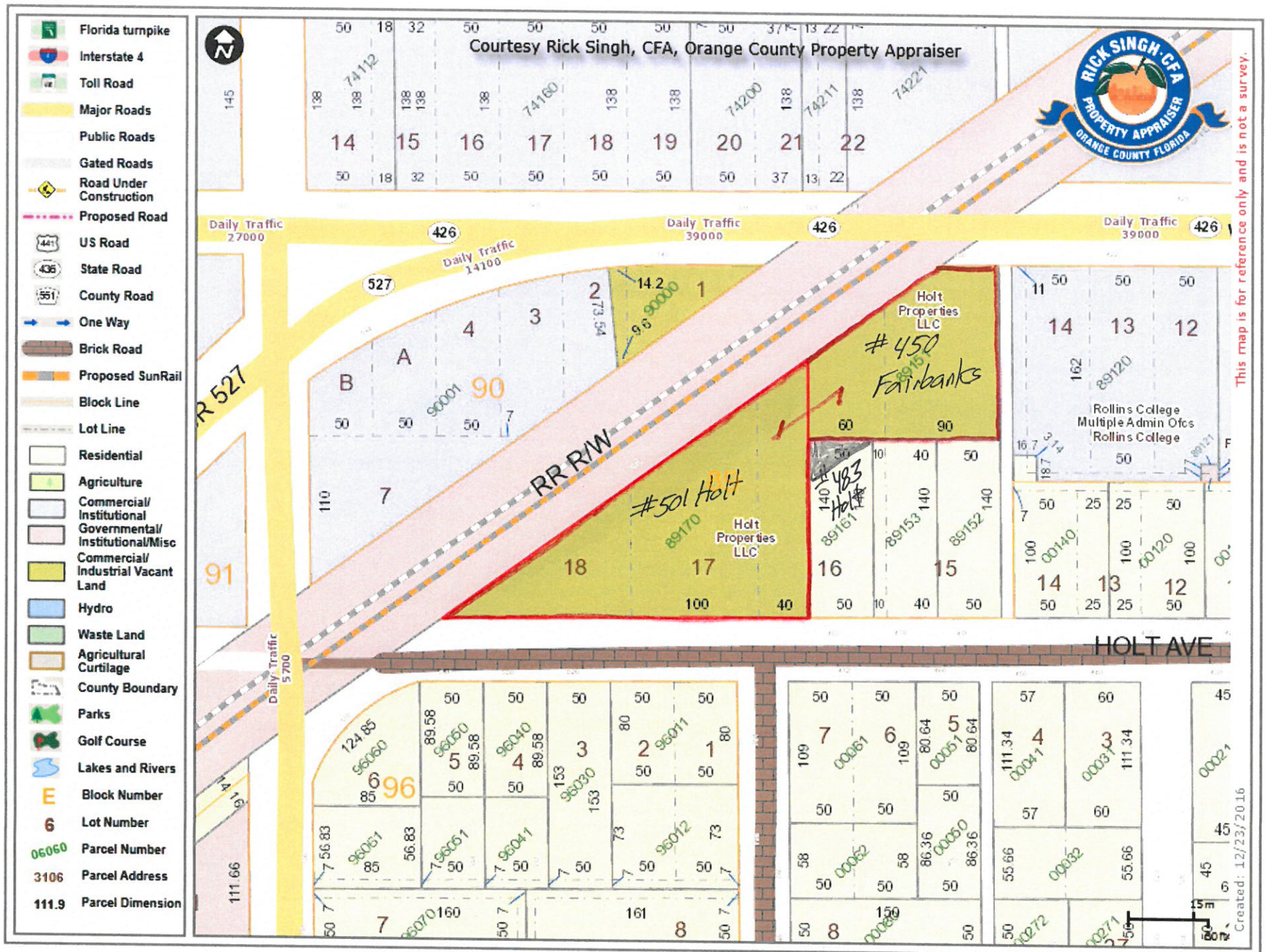
PHONE: (407)960-5980 FAX: (407)960-5983

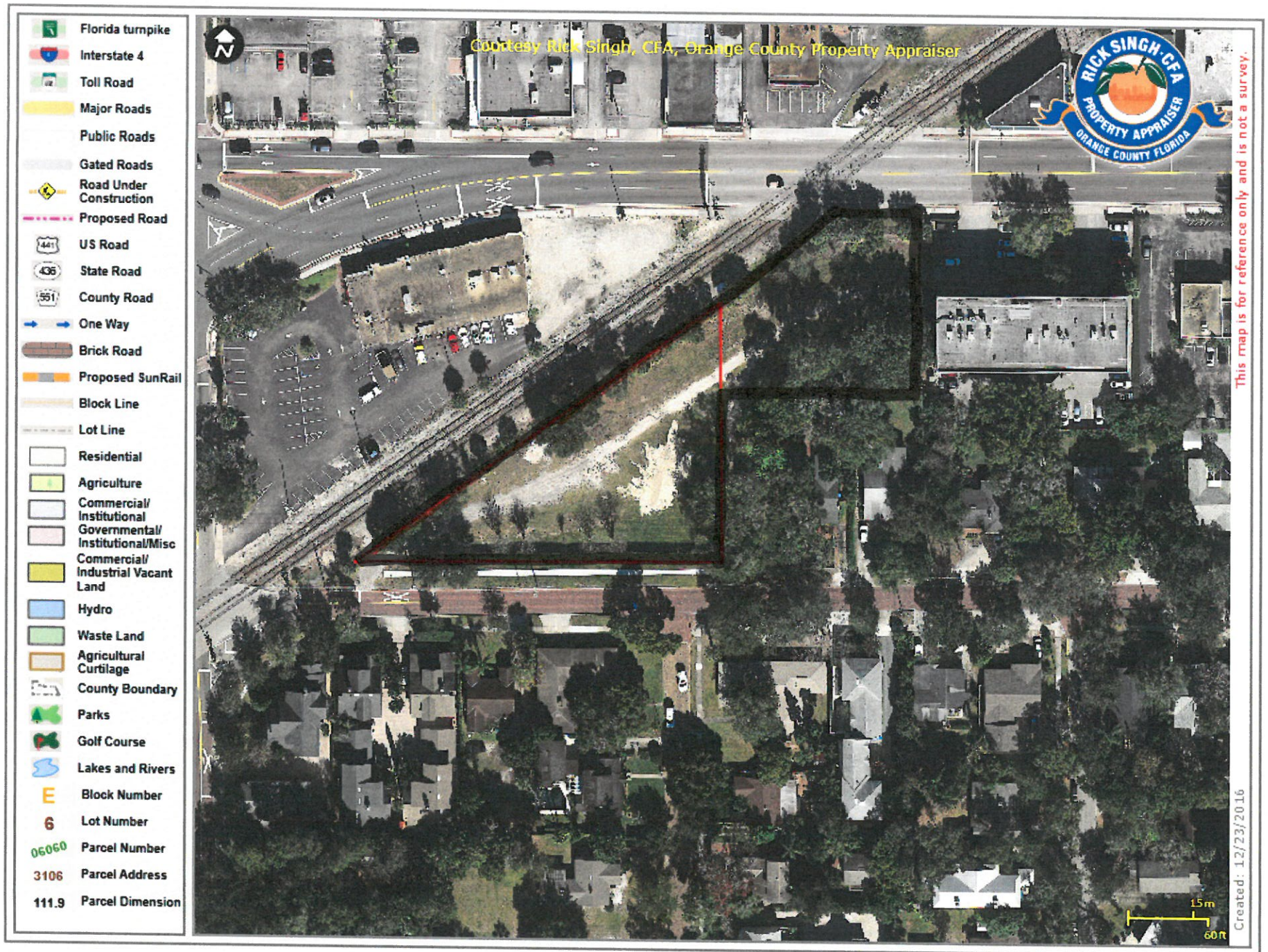
Agenda Packet Page 87

DATE: 12/13/2016
DRAWN BY: LSA
CHECKED BY: J.W.Q

PROJECT # 160917.1
HOLT AVE MAINTENANCE YARD SURVEY
FOR: ROLLINS COLLEGE
ORANGE COUNTY, FL

SHEET NO.	OF
1	2
CAD FILE: 160917.1-SKETCH	





Rollins Facilities Operations Development Narrative
REVISED 12-8-16

Rollins College requests to relocate its Facilities Operations to the properties located at 450 W. Fairbanks and 501 Holt Ave. The Facilities Operations' is comprised of a two-story building which is approximately 21,564 gross square feet. Rollins College proposes an 8-foot-high decorative masonry wall and landscaping on Holt Ave. The properties are currently designated as Commercial/C-3 and fall within the Comprehensive Plan Planning Area F. The request includes a C-3 text to add the following language as a conditional use: (11) warehousing and distribution facilities when serving a university or college.

The proposed development meets the development standards for this site set for in Planning Area F including:

Policy 1-4.1.F.12: "Redevelopment of the commercial "Ahik's" property at 501 Holt Avenue at the north east corner of the intersection of Pennsylvania and Holt Avenues shall be sensitive to traffic generated onto Holt Avenue. The scale and height of buildings fronting on Holt Avenue shall be limited to 2 stories (30 feet) in height as a compatible transition from the adjacent areas designated Low-Density Residential on the Future Land Use Map. In addition, the redevelopment of the property shall be compatible with the adjacent historic district."

Policy 1-4.1.F.13: "Notwithstanding the heights and densities permitted or conditionally permitted under the existing commercial land use designations, the commercial redevelopment of the commercial "Ahik's" property at 501 Holt Avenue, shall be concentrated along the railroad and Fairbanks Avenue frontages while maintaining the natural features of the site."

Policy 1-4.1.F.14: "Expansions of commercial or office developments of the parking of vehicles on properties fronting Holt Avenue shall be prohibited. Access driveways from commercial or office development on Fairbanks Avenue onto Holt Avenue shall be prohibited."

The proposed development removes the existing curb cut onto Holt Ave. and does not provide any access onto Holt Ave. The entire building is moved away from fronting Holt avenue which allows the height adjacent to Fairbanks avenue to be 30 feet at fascia. The half of the building closest to Holt avenue is 20 feet high to the top of parapet. The site plan is designed in a manner to protect historic district by providing significant landscaping along Holt Ave and on the west side of the property. The building runs along the railroad track as required.

In addition, a portion of 483 Holt Ave (**875 ft.**) is propose to be used for a landscape buffer and driveway. Since 483 Holt Avenue is in the College Quarter Historic District, these improvements are being reviewed by the Historic Planning Board on December 14, 2016.

ROLLINS

DECEMBER 7, 2016

FACILITIES BUILDING 501 HOLT AVENUE



VICINITY MAP (N.T.S.)

PARCEL ID NO.:

05-22-30-9400-89-170 AND 05-22-30-9400-89-151

INDEX OF DRAWINGS:

GENERAL	COVER SHEET & INDEX OF DRAWINGS
GS00	BOUADRY & TOPOGRAPHIC SURVEY
CIVIL	
DP0 10	EXISTING CONDITIONS PLAN
DP1 00	SITE DEVELOPMENT PLAN
DP2 00	SITE ENGINEERING PLAN
LANDSCAPE	
TM 1	TREE MITIGATION & PROTECTION PLAN
L1	PLANTING PLAN
L2	PLANT SCHEDULE, DETAILS & NOTES
ARCHITECTURE	
AE00	BUILDING ELEVATIONS
AE00	CONCEPTUAL LANDSCAPE PLAN AND ELEVATION
AE01	SECTION VIEW FROM HOLT AVE
AE02	VIEW LOOKING DOWN HOLT AVE FROM PENNSYLVANIA
AE03	VIEW OF NEW ROLLINS FACILITY FROM HOLT AVE
AE04	3D VIEWS
AE05	3D VIEWS

RLF

PROJECT NUMBER: 15034

Architect

RLF Architects
4750 New Bristol Street
Orlando, Florida 32814
Telephone (407) 730-8600
Telefax (407) 730-3603
License # AAC000564

Civil

Poulos & Bennett
2602 E. Livingston St
Orlando, Florida 32803
Telephone (407) 487-2594
Telefax (407) 289-6280
Eng. But No. 28567

Landscape

Mapley Design
1817 East Washington Street
Orlando, Florida 32803
Telephone (407) 750-8456
Telefax (407) 896-0223
FL RLA # 0001375

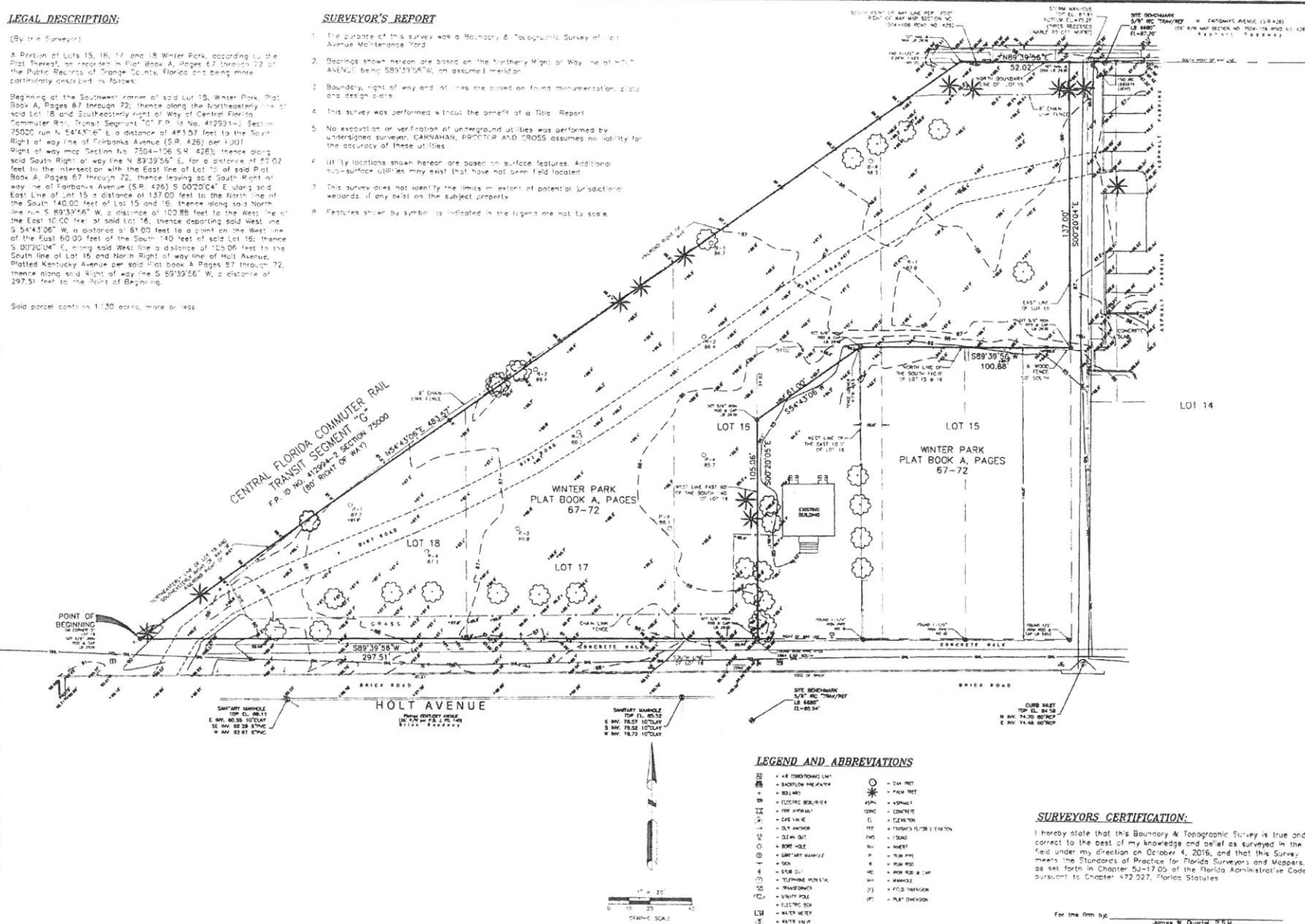
**CITY OF WINTER PARK
PRELIMINARY CONDITIONAL USE SUBMITTAL**

(By the Surveyor)

[illegible]

Sold parcel contains 1.30 acres, more or less

1. The purpose of this survey was a Boundary & Topographic Survey of Lot Avenue-McIntosh Road
2. Bearings shown hereon are based on the Northern Right of Way line of lot AVE/UL being S89°19'56"W, an assumed meridian
3. Boundary, right of way and all lines are based on found monumentation, plats and design plans.
4. This survey was performed a local benefit of a Title Report
5. No excavation or verification of underground utilities was performed by independent surveyors. CANNON, PROCTOR AND CROSS assumes no liability for the accuracy of these utilities.
6. Utility locations shown hereon are based on surface features. Additional sub-surface utilities may exist that have not been field located
7. This survey does not identify the limits or nature of potential jurisdictional wetlands, if any exist on the subject property.
8. Features shown by symbols as indicated in the legend are not to scale.



LEGEND AND ABBREVIATIONS

- [illegible]

SURVEYORS CERTIFICATION:

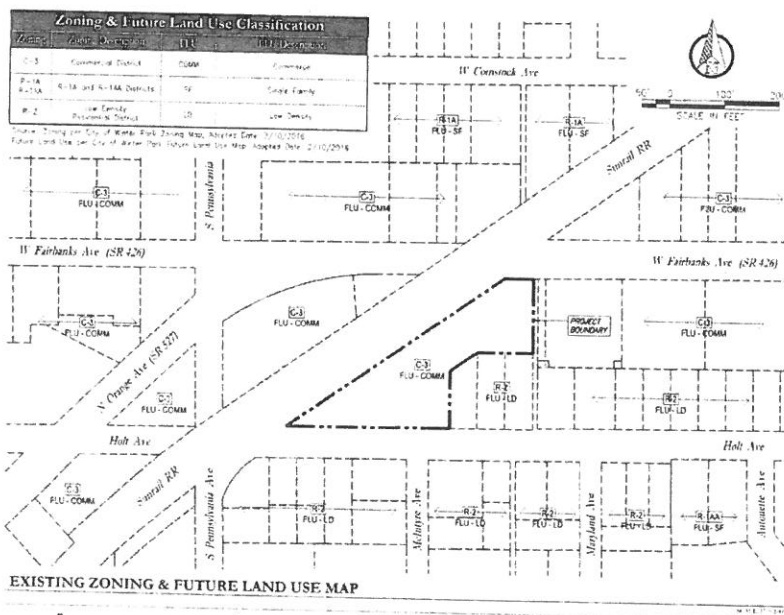
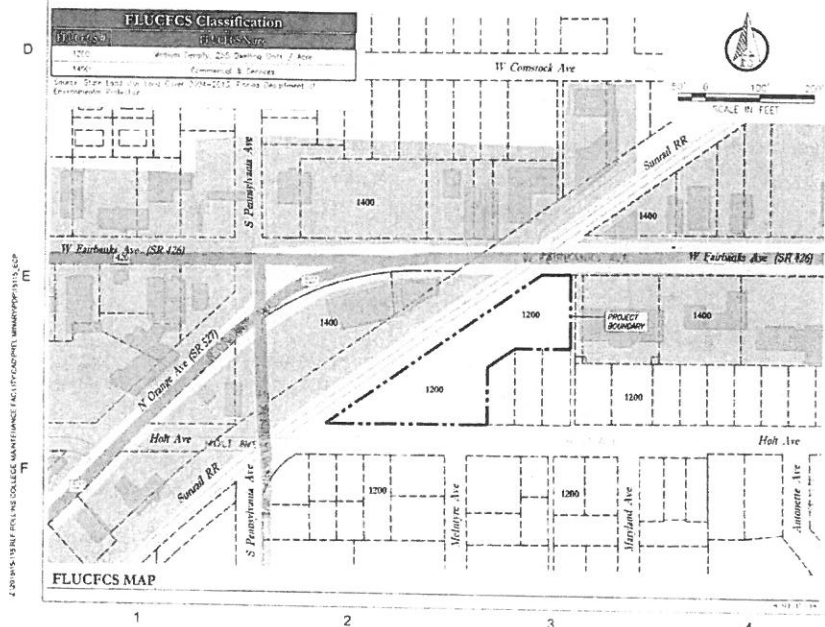
I hereby state that this Boundary & Topographic Survey is true and correct to the best of my knowledge and belief as surveyed in the field under my direction on October 4, 2016, and that this Survey meets the Standards of Practice for Florida Surveyors and Mappers, as set forth in Chapter 53-17.05 of the Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

For the firm by: James W. Overal, P.S.M.
Professional Surveyor and Mapper
Florida License No. 8032

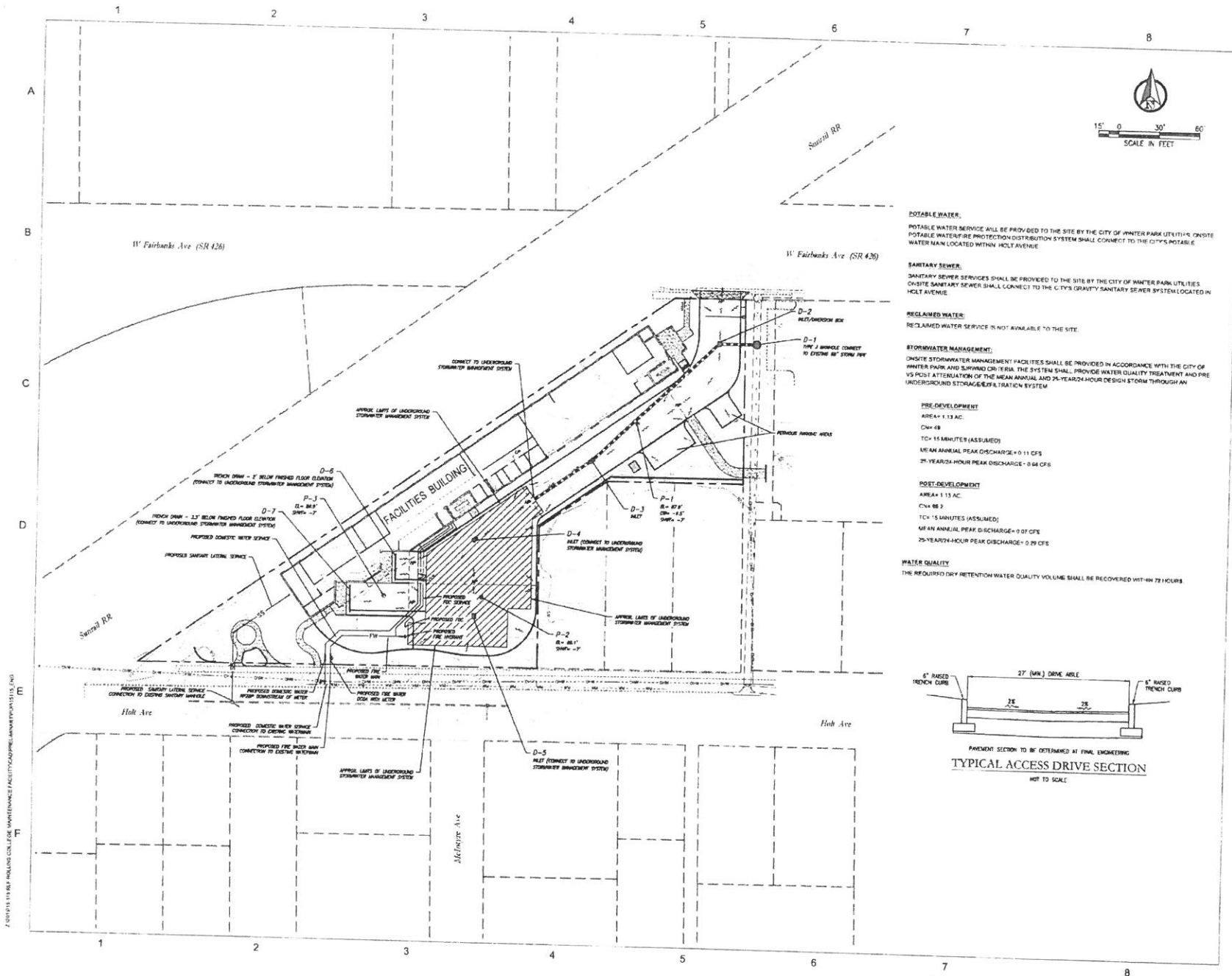
BOUNDARY & TOPOGRAPHIC SURVEY
HOLT AVE MAINTENANCE YARD SURVEY
ORANGE COUNTY, FL
FOR: ROLLINS COLLEGE

CARNAHAN PROCTOR CROSS, INC.
CONSULTING ENGINEERS • SURVEYORS • PLANNERS
504 Courtland Street, Suite 101, Orlando, FL 32804
PHONE: (407) 960-5460 FAX: (407) 960-5454
Certificate of Authorization: LB2536
www.carnahan-proctor.com

[illegible]



DECEMBER 7, 2016



RLF
ROGERS, LOVELOCK & FRITZ, INC.
Architecture
Engineering
Interior Design
4375 New Street Street
Oxnard, CA 93044
Telephone (407) 750-3800
Fax (407) 750-3805
www.RLF.com
License Number AA 0000364
License Number EE 0000279
Project Title & Owner's Name

ROLLINS
FACILITIES BUILDING
(501 HOLT AVENUE)
CITY OF WINTER PARK
PRELIMINARY CONDITIONAL USE SUBMITTAL



POULOS & BENNETT
Poulos & Bennett, LLC
2401 E. Livingston Ave., Oxnard, CA 93044
Tel: (805) 208-4000 www.poulosandbennett.com
Eng. Reg. No. 2146

Date
DECEMBER 7, 2016
Job Number
15034
Drawn by
BW
Checked by
MDS
No. Description Date

Preliminary
Engineering
Plan

AS SHOWN
Drawing Number
DP2.00

A

TYPICAL LANDSCAPE NOTES

1. ALL TREE CALIPER SIZES NOTED ARE MINIMUM. INCREASE SIZE OR ANY OTHER SPECIFICATIONS AS REQUIRED, PROVIDING MINIMUM PLANT SIZE AND SPECIFICATIONS.
2. ALL CONTAINER SIZES NOTED ARE MINIMUM. INCREASE SIZE OF POT AS REQUIRED, PROVIDING MINIMUM PLANT SIZE AND SPECIFICATIONS. ALL HEIGHT AND SPREAD SPECIFICATIONS ARE MINIMUM.
3. LINEAR AND GROUND COVER BED QUANTITIES ARE NOTED FOR EACH PLANT BED. ALL PLANT QUANTITIES FOR PROPOSALS SHALL BE OBTAINED SOLELY FROM PLANNING AND SPECIFICATIONS.
4. SHRUBS AND GROUND COVER SPACING IS INDICATED ON THE PLANT LIST AND SHALL APPLY FOR ALL PLANTING LOCATIONS.
5. OWNER REPRESENTATIVE MUST TAG AN EXAMPLE OF EACH PLANT SPECIES ACCORDING TO THE SPECIFICATIONS IN THE PLANT LIST.
6. SEE PLANT LIST DETAILS AND SPECIFICATIONS FOR FURTHER PLANTING INFORMATION.

B

7. LOCATION OF ALL UTILITIES AND BASE INFORMATION IS UNRELIABLE. CONTRACTOR SHALL VERIFY BY ALL UNDERGROUND UTILITIES AND OBSTRUCTIONS AND COORDINATE WITH OWNER'S REPRESENTATIVE PRIOR TO INSTALLING UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR REPLACE ANY DAMAGE COMMITTED TO EXISTING ELEMENTS ABOVE OR BELOW GROUND TO ITS OWN CONDITION AND TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.
8. CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT WATERING, AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE.

9. CONTRACTOR SHALL FIELD FIELD ADJUST LOCATION OF ALL PLANT WATERING, AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE.
10. LANDSCAPE CONTRACTOR SHALL COORDINATE THEIR WORK WITH THE IRRIGATION CONTRACTOR AND ALL OTHER TRADES.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAND WATERING IN ALL LANDSCAPE AREAS WHERE THE EXISTING OR PROPOSED IRRIGATION IS FOR WHATEVER REASON NOT OPERATING OR NOT OPERATING CORRECTLY.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAND WATERING IN ALL LANDSCAPE AREAS WHERE THE EXISTING OR PROPOSED IRRIGATION IS FOR WHATEVER REASON NOT OPERATING OR NOT OPERATING CORRECTLY.

13. THE CONTRACTOR SHALL CLEAN THE WORK AREAS AT THE END OF EACH WORKING DAY. RUBBER AND OTHERS SHALL BE COLLECTED AND DEPOSITED AS DIRECTED DAILY. ALL MATERIALS, PRODUCTS, AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
14. ALL PLANT MATERIAL SHALL BE IN FULL AND STRICT ACCORDANCE WITH FLORIDA NO. 1 GRADE, ACCORDING TO THE "GRADES AND STANDARDS FOR HURSEY PLANTS" PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, CURRENT EDITION.

15. CONTRACTOR SHALL REMOVE EXISTING LOW AND/OR VEGETATION IN ALL AREAS TO BE PLANTED WITH SHRUBS/GROUND COVERS AND/OR ALL AREAS TO BE MULCHED.
16. CONTRACTOR SHALL REFURGE SOIL IN ALL AREAS WHERE EXISTING VEGETATION IS REMOVED OR REDUCED, WHERE EXISTING LAWN AREAS ARE DAMAGED BY WORK, AND WHERE NEW VEGETATION IS INSTALLED. CONTRACTOR SHALL PROVIDE COMPLETE SOIL TESTS FOR ALL AT LEAST THREE AREAS UNDISTURBED BY PREVIOUS WORK AND TWO AREAS DISTURBED AND/OR REFILLED. SEE SPECIFICATIONS FOR ADDITIONAL TESTING REQUIREMENTS.

17. THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF SOILS, AMENDMENTS, ETC. ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS. PRIOR TO COMMENCEMENT OF THE LANDSCAPING WORK, FOR EVERY BLOCK SECTION OF THE PROJECT THE CONTRACTOR SHALL PROVIDE COMPLETE SOIL TESTS FOR ALL AT LEAST THREE AREAS UNDISTURBED BY PREVIOUS WORK AND TWO AREAS DISTURBED AND/OR REFILLED. SEE SPECIFICATIONS FOR ADDITIONAL TESTING REQUIREMENTS.
18. THE CONTRACTOR SHALL PROVIDE LUMP SUM PRICES AS REQUESTED WHICH INCLUDE THE TOTAL COST OF THE WORK INCLUDING BUT NOT LIMITED TO ANY AND ALL COSTS FOR EQUIPMENT, MATERIAL, PRODUCTS, OVERHEAD, PROFIT, GUARANTEE, LABOR, INSTALLATION, ETC. TO PROVIDE A COMPLETE JOB AS OUTLINED ON THE DRAWINGS. THE OWNER SHALL HAVE THE OPTION TO ADD OR DEDUCT FROM THE LUMP SUM BID CONTRACT AMOUNT, BASED ON THE QUOTED LUMP SUM PRICES FOR ANY OF THE ITEMS LISTED IN THE PLANT LIST.

19. CONTRACTOR SHALL PROTECT EXISTING VEGETATION TO REMAIN AS HEAVILY APPROVED BY THE OWNER'S REPRESENTATIVE AND AS DETAILED IN THE DRAWINGS.
20. CONTRACTOR SHALL CLEAN, FRAME, AND SHAPE EDGES OF EXISTING VEGETATION AS DIRECTED BY OWNER'S REPRESENTATIVE. CREATE SMOOTH BED LINES AROUND EXISTING VEGETATION.

21. CONTRACTOR AND ALL OTHER VEHICLE PARKING SHALL BE COORDINATED WITH THE OWNER OR OWNER'S REPRESENTATIVE. SHUTTLING OF EMPLOYEES TO THE PROJECT AREAS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL NOT BLOCK OR CONFLICT IN ANY WAY WITH EXISTING TRAFFIC.
22. CONSTRUCTION ACCESS SHALL BE MAINTAINED BY THE OWNER. COORDINATION OF HEAVY EQUIPMENT AND MATERIALS SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING AND COORDINATION OF WORK WITH OTHER TRAFFIC AND THE OWNER OR OWNER'S REPRESENTATIVE.

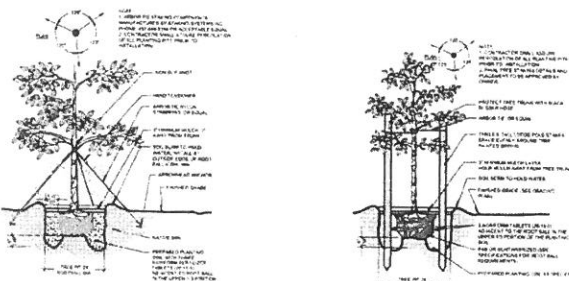
23. THE CONTRACTOR SHALL TAKE WHATEVER MEASURES THAT MAY BE NECESSARY TO FULLY UNDERSTAND ALL THE ACCESS ROUTES AND CONSTRUCTION SCHEDULES IN ORDER TO PROVIDE A COMPLETE AND FINISHED PROJECT ON SCHEDULE.
24. PINE STRAW MULDCH ON APPROVED EQUAL SHALL BE USED (PINE MULCH NOT ALLOWED).

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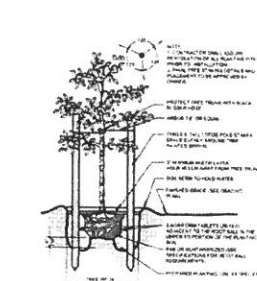
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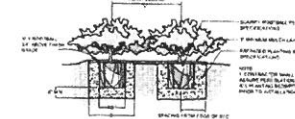
1 LARGE TREE PLANTING DETAIL

Scale: N.T.S.



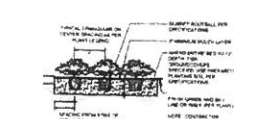
2 SMALL TREE PLANTING DETAIL

Scale: N.T.S.



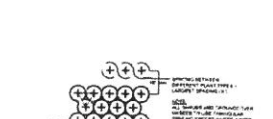
3 SHRUB PLANTING DETAIL

Scale: N.T.S.



4 GROUND COVER PLANTING DETAIL

Scale: N.T.S.



5 PLANT SPACING DETAIL

Scale: N.T.S.

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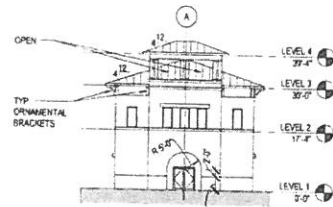
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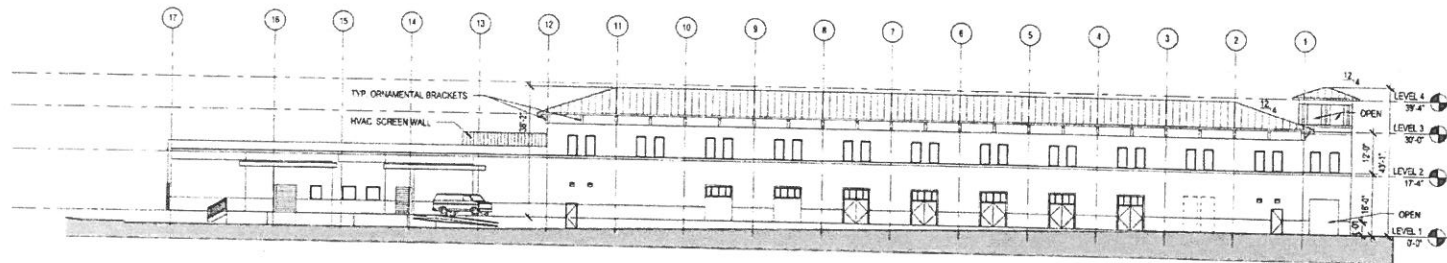
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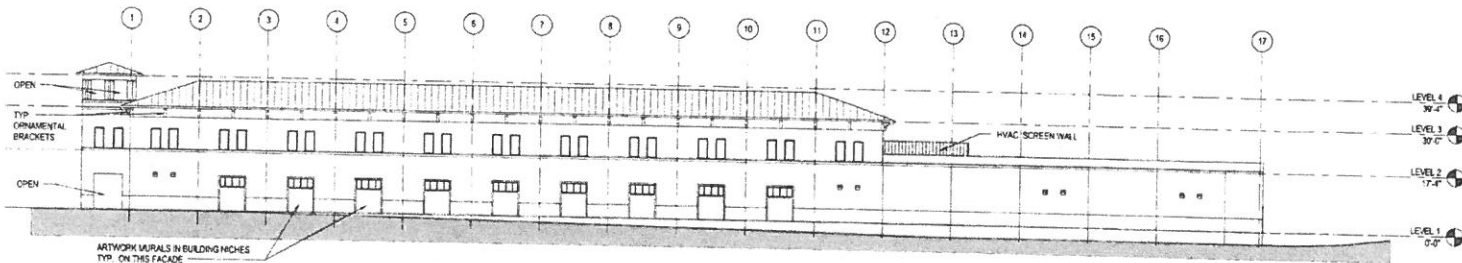
NOTES:
SHEET NOTES



1 NORTHEAST ELEVATION
1'16" x 1'0"



2 SOUTHEAST ELEVATION
1:15" = 1'-0"



3 NORTHWEST ELEVATION
1:15" = 1'-0"

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ROLLINS
FACILITIES BUILDING
(501 HOLT AVENUE)

CITY OF WINTER PARK
PRELIMINARY CONDITIONAL USE SUBMITTAL

DECEMBER 7, 2016

job number
15034

drawn by
MCH/MCP

SML/RLB

No.	Description	Date
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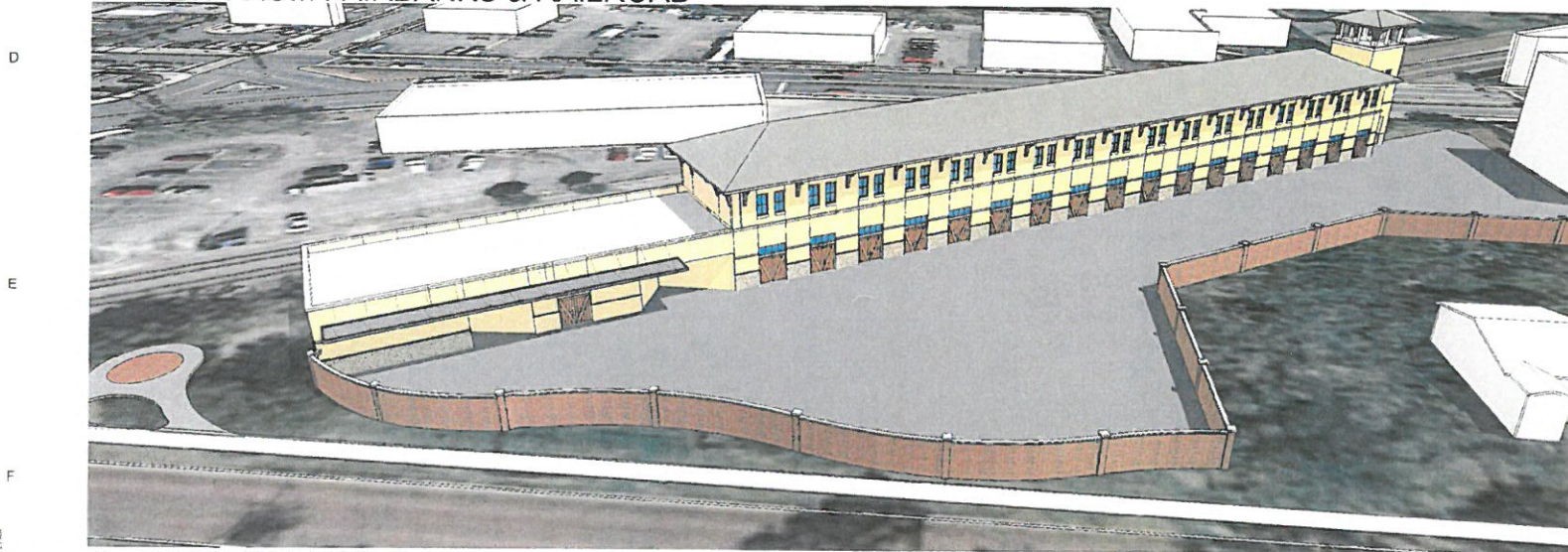
BUILDING ELEVATIONS

1/16" = 1'-0"

AE200



1 - VIEW FROM FAIRBANKS & RAILROAD



2 - VIEW FROM HOLT

RLF
ROGERS, LOVELOCK & FRITZ, INC.

ROLLINS
FACILITIES BUILDING
(501 HOLT AVENUE)
CITY OF WINTER PARK
PRELIMINARY CONDITIONAL USE SUBMITTAL

DECEMBER 7, 2016

15034

MCH, MCP

RLB

No.	Description	Date
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3D VIEWS

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AE904

IF THIS DRAWING IS LESS THAN 36" x 28" IT IS A REDUCED SIZE DRAWING

CITY OF WINTER PARK
PRELIMINARY CONDITIONAL USE SUBMITTAL

No.	Description	Date
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NOT TO SCALE

AE901



Greg Randall
831 Huntington Court
Winter Park, FL 32789 tele 321 230 4395

The City of Winter Park
401 Park Ave. Winter Park, FL 32789-4386
Department of Planning and Community Development
Jeffery Briggs City Planner

Re: Rollins Facilities Building 501 Holt Ave Preliminary dated 12/ 7/2016

Mr. Briggs,

Thanks for giving me a copy of the drawings. I have had some time to look over the preliminaries for the proposed Facilities building. Instead of discussing them with you initially, I thought that it would be better to address my concerns in writing.

The first paragraph of the zoning ordinance concerning conditional uses states that approval is contingent on there being no adverse effects on the surrounding area. As you know the adjacent neighborhood to the south of this site is residential.

In my opinion there are 4 main problems with this project:

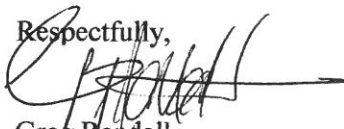
- 1) The proposed building scale is relatively enormous. At about 375 foot long almost 40 feet high, it is about 4 times larger than the adjacent commercial structures to the north, over twice as high and about 20 times the mass of the individual houses in the immediate neighborhood.
- 2) The proposed building looks industrial, like a warehouse.
- 3) The potential use of this site as a garbage transfer area i.e. dumpster and garbage truck storage.
- 4) The noise generated from activities and traffic from vehicles.

The elevations of the proposed building appear to be warehousey. Possibly the massing could be relieved by visually dividing the length into maybe 3 or 4 masses similar to the mass of the Rollins building at the corner of Holt and Fairbanks. Tile roofs and stucco walls would be a welcome improvement to the aesthetics for the neighborhood and as a positive entry feature to Downtown Winter Park (by way of the Sun Rail). In my opinion the proposed trees along Holt will not adequately obstruct or soften the view of this enormous structure. A possible consideration, clumping bamboo along the facades or maybe grape leaf vine.

I visited the existing Facilities building At the Campus and noticed garbage trucks, dumpsters and many golf carts. There are also numerous signs posted to keep the NOISE down for the benefit of students that live in the dorms.

The proposed mini park on the southwest corner of the site is welcomed. It would be nice to see a 3 or 4 foot brick wall (for children's safety) or a podocarpus hedge along the property line to block the train tracks and Fiddlers parking lot from view.

Respectfully,



Greg Randall
Architect/ neighbor

December 31, 2016

City of Winter Park
Planning and Community Development Department
401 South Park Avenue
Winter Park, FL 32789

RE: Rollins College request for amendments to the Land Development Code, Comprehensive Plan, Zoning Map and for Conditional Use approval for a 21,564 square foot warehouse and maintenance building.

Dear Planning Manager Jeff Briggs and Planning and Zoning Board Members:

I am opposed to the request by Rollins College to build their physical and maintenance plant operations at 501 Holt and 450 West Fairbanks Avenues. The proposed industrial use is not appropriate adjacent to the College Quarter residential neighborhood, and there are reasonable options to build the plant on the main campus. The noise of deliveries, traffic flow, collection of garbage and debris, operation of fuel pumps, and generators are not compatible with the neighbors' reasonable enjoyment of their property. The operation of the plant at the proposed location is sure to generate future complaints to the City from residents.

It appears that that the college finds the maintenance and distribution facility to be an undesirable eyesore and use on their campus but perfectly acceptable to move into my neighborhood. I disagree. The facility would be a better fit at Rollins' surface parking lot at Fairbanks and Ollie Avenues. That site is buffered by campus buildings on two sides and would have signalized access at the adjacent intersection. Deliveries and trash collection to and from campus facilities would not have to use public streets or an alley abutting private homes. Other site options include the surface lot at Holt and Park Avenues or redevelopment of Rollins' shopping plaza at New York and Fairbanks Avenues.

It was only when asked at the college's neighborhood meeting that Rollins admitted they plan to include fuel pumps at the proposed plant location. The fumes and hazards associated with fuel delivery, pumps and the vehicle traffic coming to refuel are not appropriate in a residential neighborhood.

Although staff has recommended limiting hours for deliveries, the daily sound of heavy vehicle engines, back up warning beeps, and exhaust fumes are not appropriate in a residential neighborhood. Delivery vehicles will find it difficult to make left turns out of the proposed plant onto Fairbanks and may make a series of right turns through the neighborhood to return to the signal at Pennsylvania, Orange and Fairbanks Avenues. The delivery vehicles that service the Rollins owned shopping center at Fairbanks and New York exit down Holt Avenue now. The neighborhood is already burdened with OCPs school bus traffic from the Ninth Grade Center and buses going to the Rollins campus.

At the neighborhood meeting graciously hosted by President Grant Cornwell and Mrs. Cornwell, much was made by the Rollins presenter of proposed electric golf carts that would utilize a reactivated alley between Fairbanks and Holt Avenues for deliveries between the plant and campus, assuming an easement could be negotiated with a commercial owner on Fairbanks and any others on Holt. Residents abutting the alley are likely to find the regular backyard activity an intrusion. There is nothing to prevent trucks from using the alley.

The height of the proposed building was described as 29 feet at the neighborhood meeting; however that is only the vertical plane of the side walls and does not include the roof. The industrial building and loading docks will be plainly visible over the proposed wall along with the semi-tractor trailer delivery trucks, and are not appropriate for the neighborhood. Initial site concepts showed a bizarre "entry feature" at Holt and Pennsylvania with a College Quarter wall sign on the industrial property whose design harkened more to Ravaudage, Mall at Millennia, or Seminole Town Center etc. No thank you please! The College Quarter traditional neighborhood is not an industrial yard.

I have a long association with Rollins College. My children attended summer camps, and tennis and piano lessons at Rollins. My son graduated from Rollins and I have a degree from Rollins as well. I've lived in the College Quarter neighborhood since 1991; purchasing the house in 1993. I accept loud parties (as long as there is no fighting), and picking up beer cans and Solo cups from my yard as the price for living in a neighborhood by a college. I wish Rollins College the best but the proposed project is misplaced.

It's going on 20 years since the drafting of the College Quarter Master Plan. The neighborhood has always known that there would be development of the vacant commercial property and has been prepared to welcome something positive for the College Quarter. An industrial yard is not it. Rollins has already jumped the residential "line in the sand" to use their attorney's promise and built an academic building in the neighborhood, but this is wrong. The property could be used appropriately for facility and student housing, administrative offices, academic buildings or even more tennis courts. The neighborhood is pedestrian friendly with sidewalks and our streetlights for great connectivity with the campus. I would welcome an appropriate use by my alma mater but totally oppose the industrial physical plant operation in my residential neighborhood.

Thank you for your consideration and for your service to Winter Park.

Regards,



Lindsey Hayes
734 Maryland Avenue
Winter Park, FL 3278



city commission public hearing

Item type	Public Hearing	meeting date	January 23, 2017		
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager		
department	Planning and Community		<input checked="" type="checkbox"/> City Attorney		
division	Development		<input type="checkbox"/> N/A		
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	6-1	final vote	
vision themes	<input checked="" type="checkbox"/> Cherish and sustain city's extraordinary quality of life.				
	<input checked="" type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character.				
	<input type="checkbox"/> Enhance city's brand through flourishing arts and culture.				
	<input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.				

Subject: Request for Comp. Plan future land use and Zoning changes and Conditional Use Approvals for a Nine Unit Townhouse Project at 326/354 Hannibal Square, East and 465/463/455 W. Lyman Avenue.

The owners of the aforementioned properties seek change to the Comp. Plan future land use and Zoning designations on portions of the properties and conditional Use approvals for a nine unit townhouse project at 326/354 Hannibal Square, East and 465/463/455 W. Lyman Avenue.

Planning and Zoning Board Recommendation:

Motion made by Tom Sacha, seconded by Shelia DeCiccio to approve the request to amend the Comprehensive Plan" Future Land Use Map From Single Family Residential To Medium Density Residential on the eleven feet to the east of 326 Hannibal Square, East and to change from Central Business District To Medium-Density Residential on the property at 354 Hannibal Square, East and from Single Family Residential to Low Density Residential on the properties at 463 and 455 West Lyman Avenue. Motion carried with a 6-1 vote. Peter Gottfried voted against the motion.

Motion made by Tom Sacha, seconded by James Johnston to amend the Zoning Map to change from Single Family Residential (R-1A) District To Multiple Family Residential (R-3) zoning on the eleven feet of property to the east of 326 Hannibal Square, East and to change from Commercial (C-2) Zoning to Multiple Family Residential (R-3) Zoning on the property At 354 Hannibal Square, East and from Single Family Residential (R-1A) Zoning to Low Density Residential (R-2) Zoning on the properties at 463 and 455 West Lyman Avenue. Motion carried with a 6-1 vote. Peter Gottfried voted against the motion.

Motion made by Tom Sacha, seconded by Shelia DeCiccio to approve the Conditional Use requests for the nine unit townhouse project with the condition that the Development Agreement with regard to the parking and alley be worked out between the private parties prior to the City Commission meeting. Motion carried with a 6-1 vote. Peter Gottfried voted against the motion.

Summary: Winter Park Real Estate Advisors, Inc. (owner) is requesting the following:

1. Changing the Comprehensive Plan future land use designations of Single Family Residential to Medium Density Residential on the eleven feet to the east of 326 Hannibal Square, East and to change from Central Business District to Medium-Density Residential on the property at 354 Hannibal Square, East and from Single Family Residential to Low Density Residential on the properties at 463 and 455 West Lyman Avenue.
2. Changing the Zoning on the same properties to Multi-Family (R-3); and (R-2)
3. Conditional Use for a nine unit townhouse project, as shown on the plans submitted.

Property Zoning Characteristics and Request: The entire site is 35,018 square feet (0.8 acres) with 141 feet of frontage on Hannibal Square East and 248 feet of frontage along W. Lyman Avenue. Generally, the western 86 feet along Hannibal Square East (326/354 Hannibal and 465 W. Lyman), which is one-third of the site, currently have land use designations of Central Business District with C-2 zoning and Medium Density Residential with R-3 zoning. Both allow up to 17 units per acre. There is a small piece that is 11 feet west of 326 Hannibal requested to be rezoned to R-3 so that the eastern boundary will be a straight line. They also are asking to rezone the C-2 lot at 354 Hannibal from C-2 to R-3. The major component of this application is for the remaining two-thirds of the site on the eastern side that has a future land use designation of Single Family Residential with R-1A zoning. That property is requested to be changed to Low Density Residential (R-2).

Property Development Potential (Before and After the Rezoning): Under the existing and proposed zoning, the western 86 feet could be developed with a four unit, three story townhouse building per the R-3/C-2 entitlements. There is no significant change to the development potential on this portion of the site. However, the eastern two-thirds of the site, designated single family could now yield three single-family homes. The proposal for rezoning to R-2 is for five total units, an increase of 2 units. The combination of these rezoning requests changes and increases the residential unit density by two units.

Under the proposed zoning of R-3, the western one-third of this site has 12,215 square feet that could be developed with up to 13,441 square feet of townhouse building per the R-3 FAR of 110% entitlements. The proposal for those four units is a total of 13,366 square feet. The eastern two-thirds of the site could yield 10,037 square feet per the current R-1A FAR of 43% entitlements. Under the proposal to rezone to R-2 with a 55% FAR, the proposed five townhouses combined are 15,524 total square feet, an increase of 5,487 square feet, over the R-1A entitlements.

Previous Related Rezoning Requests in the Hannibal Square Neighborhood: There is some guidance on how to view this request based upon actions in similar requests before the P&Z Board and City Commission in recent years.

One is the request that went to the P&Z Board in May 2016 on these same properties. That request differed from the current one in that the eastern two-thirds of the site was requested to change from Single Family future land use (R-1A) to Multi-Family Residential future land use (R-3). That was denied by the P&Z Board in May, 2016 and subsequently withdrawn.

Another related request occurred earlier in February, 2013, when the City considered the future land use change and rezoning of what became the David Weekly duplex townhouse project at 250 West Lyman Avenue, which was reviewed together with the relocation of the Grant Chapel. The applicants argued that the site was next to the Central Business District (CBD), adjacent to the City's Electric Utility yard and the Railroad. The City Commission rejected the original request to R-3 but granted and compromised (in accordance with the Comprehensive Plan) a change to the future land use and rezone to R-2. The duplex townhouses on Lyman Avenue then were built to R-2 standards of two stories and 55% FAR.

Lastly, in June 2015 the property at 426 W. Lyman Avenue across the street from this application was requested to be rezoned from R-1A to R-2 as the applicant desired the FAR of R-2 (55%) versus the R-1A FAR (43%). That request was denied by the P&Z Board and subsequently withdrawn. However, in that case it would have been the only R-2 lot in that entire block. The P&Z Board was committed to maintaining single family zoning in that block.

Comprehensive Plan Policy Guidance: Policy 1-3.8.4 in the adopted Comprehensive Plan states that applications, requesting a land use change from either single family (R-1A) or low density residential (R-2) development to multi-family residential (R-3) are strongly discouraged. That was the Policy that staff relied upon in May, 2016 when the previous request for this property was denied by the P&Z Board to change the zoning to R-3. It is important to note that this policy does not discourage a change from single family residential to low density residential (R-2) as requested by the applicant.

There is no other Policy in the current adopted Comprehensive Plan that directly relates to this situation of a potential rezoning from R-1A to R-2. There is Policy 1-H-10 which says any property less than 7,500 square feet in size should not be rezoned from R-1A to R-2, but that does not apply to this request with 22,772 square feet of land area.

There is one other applicable Policy that has not yet been adopted but has been approved by the City Commission in the new Comprehensive Plan just sent up to the State for review. That Policy 1-H-15 is shown below and it provides guidance for approval of the type of request that has been made in this application.

Policy 1-H-15: Special Circumstances for the North Side of West Lyman Avenue between New York and Hannibal Square, West Capen and Pennsylvania Avenues. Notwithstanding Policy 1-H-1 above, there exists low density residential future land use and development along a portion of West Lyman Avenue. Continuance of that scale, type and size of development and changes to low density residential future land use, only, may be permitted on the north side of West Lyman Avenue between New York Avenue and Hannibal Square, East.

Conditional Use for the 4-Unit Townhouse Project on the R-3 Property: This application contains preliminary site plans and elevation drawings for Conditional Use approval for the 4-unit building, with R-3 zoning. That building is two stories on for the north and south end units and three stories for the two middle units. The Floor Area Ratio and Unit Density match the proposed zoning. That 4 Unit Building is asking for the following exceptions or variances:

1. Building Lot Coverage (47.8% vs. 40%)
2. Minimum land area for multi-family development (12,219 sq. ft. vs. 15,000 sq. ft.) but it meets the unit density as site size allows 4 units.

3. Side setback on east side (3 feet vs. 20 feet)
4. Lyman facing door entry columns project into the Lyman street setback.
5. Second story element projects into Lyman street setback.

None of these exceptions are consequential. While the building footprint (lot coverage) is over by a large number, it reflects that more square footage is on the ground floor due to the two story units as part of the design.

Conditional Use for the 5-Unit Townhouse Project on the R-2 Property: This application contains preliminary site plans and elevation drawings for Conditional Use approval for the 5-unit townhouse project, contingent upon the rezoning to R-2. Those buildings are two stories and the Floor Area Ratio and Unit Density match the proposed zoning. There are no exceptions requested for that project and it meets all the R-2 regulations in terms of setbacks, building heights, etc.

Parking for the Combined Project: Each townhouse has a two car garage. In addition, the project is providing the required five visitor parking spaces via seven parking spaces on the metal grate over the storm water retention area. Access to the R-2 townhomes is proposed to be from the city alley to the rear. There is a Development Agreement that pertains to that alley for which an Amendment is proposed (attached). Due to the loss of three parking spaces for that new alley access, this project is making the private visitor parking spaces on the metal grate open to public so that anyone can use it, the same as the parking spaces within the alley. Since the applicant did not have approval from the parties to the original Development Agreement, the P&Z Board agreed to allow this request to continue with the condition that those details be worked out prior to the City Commission meeting.

Other Approvals: This project is intended to be developed as fee simple townhouses pursuant to a replat (not as a condominium). To the extent that a "subdivision approval" is required, then this process provides that approval. This fee simple/replat marketing approach is what is occurring on most multi-family residential projects in today's market environment.

Planning and Zoning Board Summary: The P&Z Board was in consensus that for the R-3 portion of this project on the western one-third of the site, the rezonings to square off and create a unified R-3 zoned parcel for the 4-unit townhouse; do not affect the unit density and provide for less floor area ratio than the current zonings would provide. The design with the two-story unit facing West Lyman is sensitive to the scale of the existing and future buildings to be built across W. Lyman Avenue. Also P&Z noted the context for this building is adjacent to the six story parking garage.

Most of the P&Z Board felt that the rezoning of the R-1A properties to R-2 is consistent with the new proposed Comprehensive Plan Policy guidance in the new version of the Comp. Plan and does not violate any of the existing Comp. Plan policies. They also noted the context for this building is adjacent to three story commercial buildings to the rear (north). No exceptions or variances are requested for this component of the project. The dissenting vote was due to the density increase (2 units) and desire to maintain single family land use.

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 TO CHANGE FROM SINGLE FAMILY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL ON THE ELEVEN FEET TO THE EAST OF 326 HANNIBAL SQUARE, EAST AND TO CHANGE FROM CENTRAL BUSINESS DISTRICT TO MEDIUM-DENSITY RESIDENTIAL ON THE PROPERTY AT 354 HANNIBAL SQUARE, EAST AND FROM SINGLE FAMILY RESIDENTIAL TO LOW DENSITY RESIDENTIAL ON THE PROPERTIES AT 463 AND 455 WEST LYMAN AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN 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, this Comprehensive Plan amendment meets the criteria established by Chapter 163 and 166, Florida Statutes; and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended APPROVAL of the proposed Comprehensive Plan amendment after having held an advertised public hearing on January 3, 2017, and 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 January 23, 2017 and February 13, 2017 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. 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 of single family to medium density multi-family residential on the 11 feet to the East of 326 Hannibal Square, East, more particularly described as follows:

THE WEST 11 FEET OF LOT 14, BLOCK 55 LYING DIRECTLY TO THE EAST OF LOT 11, BLOCK 55 PER THE PLAT OF THE REVISED MAP OF THE TOWN OF WINTER PARK IN PLAT BOOK "A", PAGES 67-72 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SECTION 2. 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 of central business district to medium density multi-family residential on the property at 354 Hannibal Square, East, more particularly described as follows:

THE SOUTH 3 FEET OF LOT 11, PLUS LOT 12 AND THE WEST 11 FEET OF LOT 14, BLOCK 55 (LESS THE SOUTH 47 FEET THEREOF) LYING DIRECTLY TO THE EAST OF THE SOUTH 3 FEET OF LOT 11 AND LOT 12, BLOCK 55 PER THE PLAT OF THE REVISED MAP OF THE TOWN OF WINTER PARK IN PLAT BOOK "A", PAGES 67-72 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SECTION 3. 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 of single family residential to low density residential on the properties at 455 and 463 West Lyman Avenue, more particularly described as follows:

LOTS 14, 15 AND 16, BLOCK 55 (LESS THE WEST 11 FEET OF LOT 14 THEREOF), BLOCK 55 PER THE PLAT OF THE REVISED MAP OF THE TOWN OF WINTER PARK IN PLAT BOOK "A", PAGES 67-72 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SECTION 4. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 5. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 6. 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 _____, 2017.

Mayor Steve Leary

Attest:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP TO CHANGE FROM SINGLE FAMILY RESIDENTIAL (R-1A) DISTRICT TO MEDIUM DENSITY MULTIPLE FAMILY RESIDENTIAL (R-3) DISTRICT ZONING ON THE ELEVEN FEET OF PROPERTY TO THE EAST OF 326 HANNIBAL SQUARE, EAST AND TO CHANGE FROM COMMERCIAL (C-2) DISTRICT ZONING TO MEDIUM DENSITY MULTIPLE FAMILY RESIDENTIAL (R-3) DISTRICT ZONING ON THE PROPERTY AT 354 HANNIBAL SQUARE, EAST AND FROM SINGLE FAMILY RESIDENTIAL (R-1A) DISTRICT ZONING TO LOW DENSITY RESIDENTIAL (R-2) DISTRICT ZONING ON THE PROPERTIES AT 463 AND 455 WEST LYMAN AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the owners of the subject properties have requested a Zoning map amendment that is consistent with the Comprehensive Plan, and the requested zoning text change will achieve conformance with the Comprehensive Plan for the property and such municipal zoning does meet 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 January 3, 2017 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

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 of Single Family Residential (R-1A) District to Medium Density Multi-family Residential (R-3) District on the 11 feet of the property lying directly to the East of 326 Hannibal Square, East, more particularly described as follows:

THE WEST 11 FEET OF LOT 14, BLOCK 55 LYING DIRECTLY TO THE EAST OF LOT 11, BLOCK 55 PER THE PLAT OF THE REVISED MAP OF THE TOWN OF WINTER PARK IN PLAT BOOK "A", PAGES 67-72 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SECTION 2. 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 of Commercial (C-2) District to Medium Density Multi-family Residential (R-3) District on the property at 354 Hannibal Square, East, more particularly described as follows:

THE SOUTH 3 FEET OF LOT 11, PLUS LOT 12 AND THE WEST 11 FEET OF LOT 14, BLOCK 55 (LESS THE SOUTH 47 FEET THEREOF) LYING DIRECTLY TO THE EAST OF THE SOUTH 3 FEET OF LOT 11 AND LOT 12, BLOCK 55 PER THE PLAT OF THE REVISED MAP OF THE TOWN OF WINTER PARK IN PLAT BOOK "A", PAGES 67-72 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SECTION 3. 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 of Single Family Residential (R-1A) District to Low Density Residential (R-2) District on the properties at 455 and 463 West Lyman Avenue, more particularly described as follows:

LOTS 14, 15 AND 16, BLOCK 55 (LESS THE WEST 11 FEET OF LOT 14 THEREOF), BLOCK 55 PER THE PLAT OF THE REVISED MAP OF THE TOWN OF WINTER PARK IN PLAT BOOK "A", PAGES 67-72 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SECTION 4. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 5. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

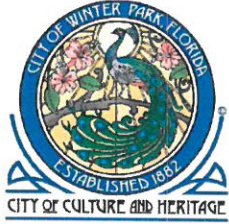
SECTION 6. Effective Date. This Ordinance shall become effective upon the effective date of Ordinance _____. If Ordinance _____ does not become effective, then this Ordinance shall be null and void.

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 _____, 2017.

Mayor Steve Leary

Attest:

City Clerk



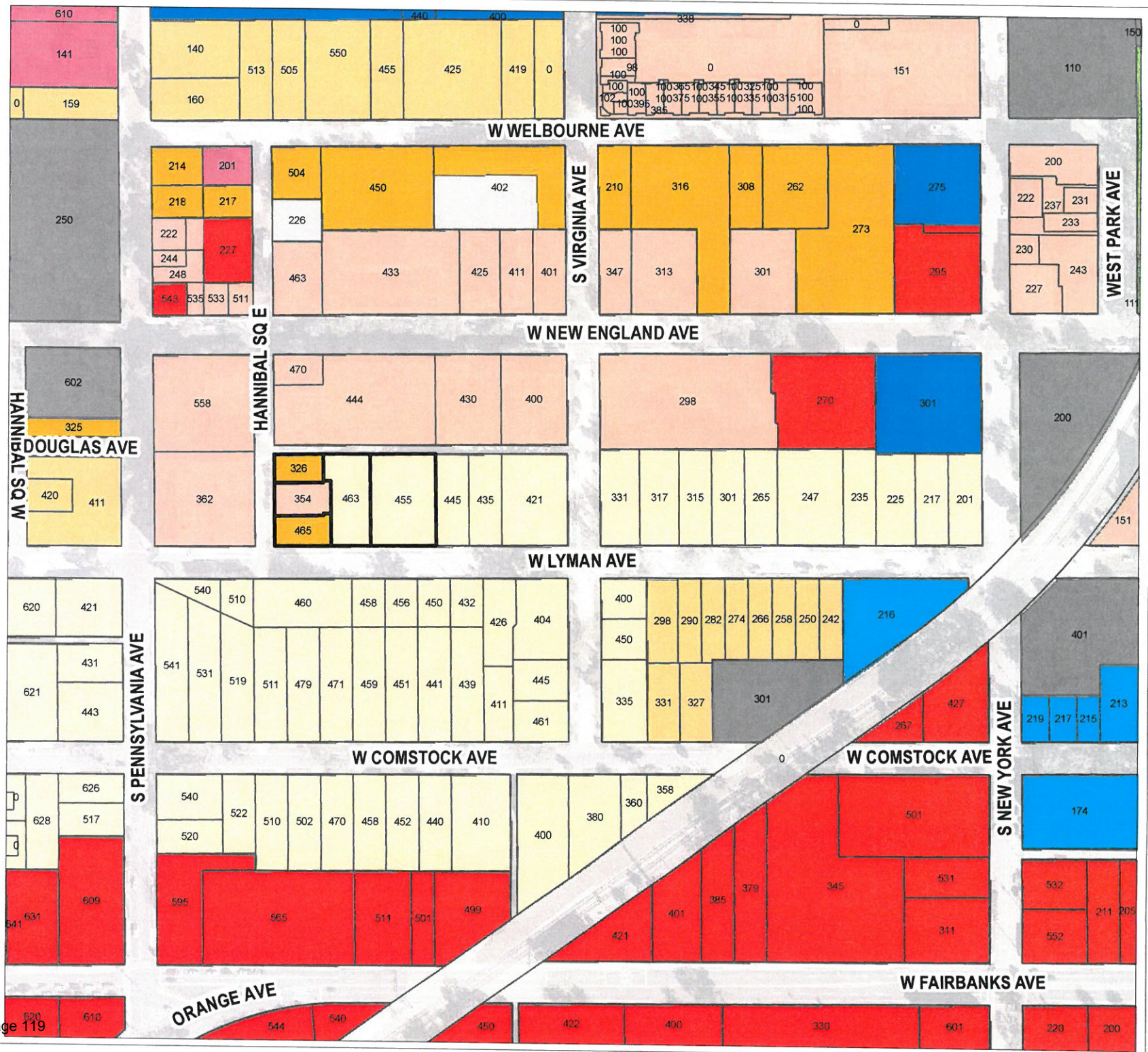
City of Winter Park
Florida

Legend

- C-2
- C-3
- C-3A
- O-1
- O-2
- PL
- PQP
- PR
- R-1A
- R-2
- R-3



Date: 4/20/2016

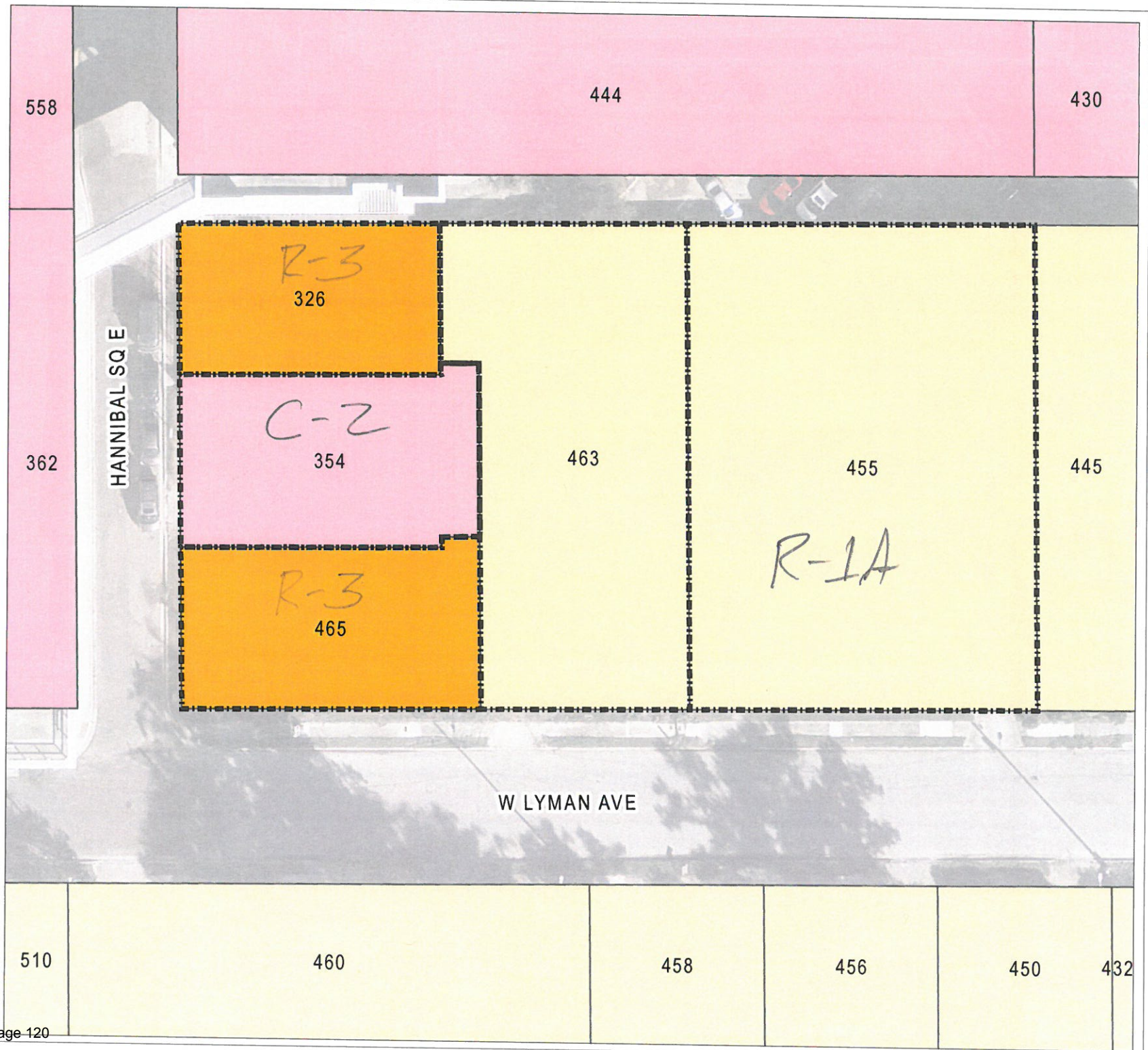




City of Winter Park
Florida

Legend

- C-2
- R-1A
- R-3

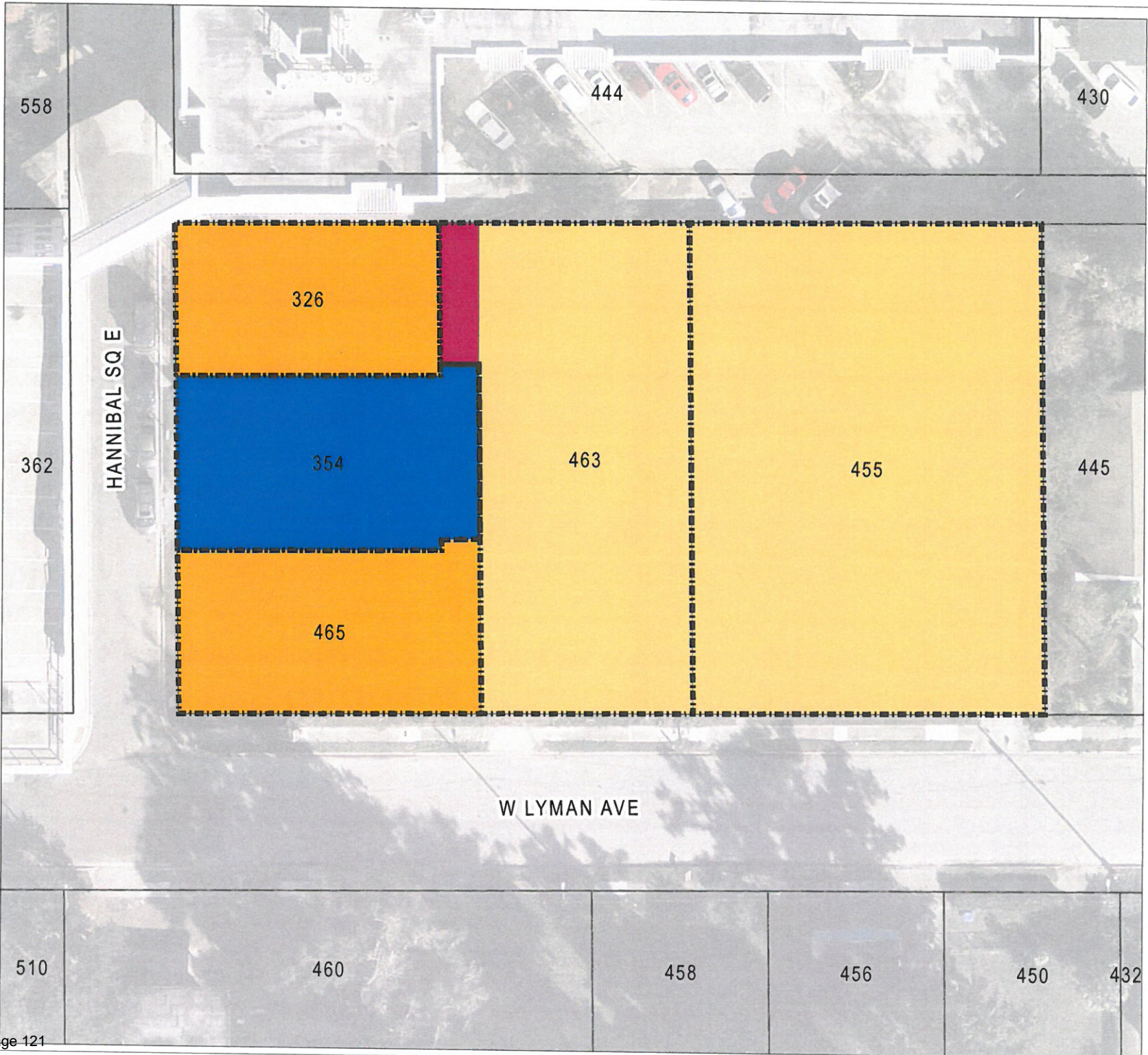




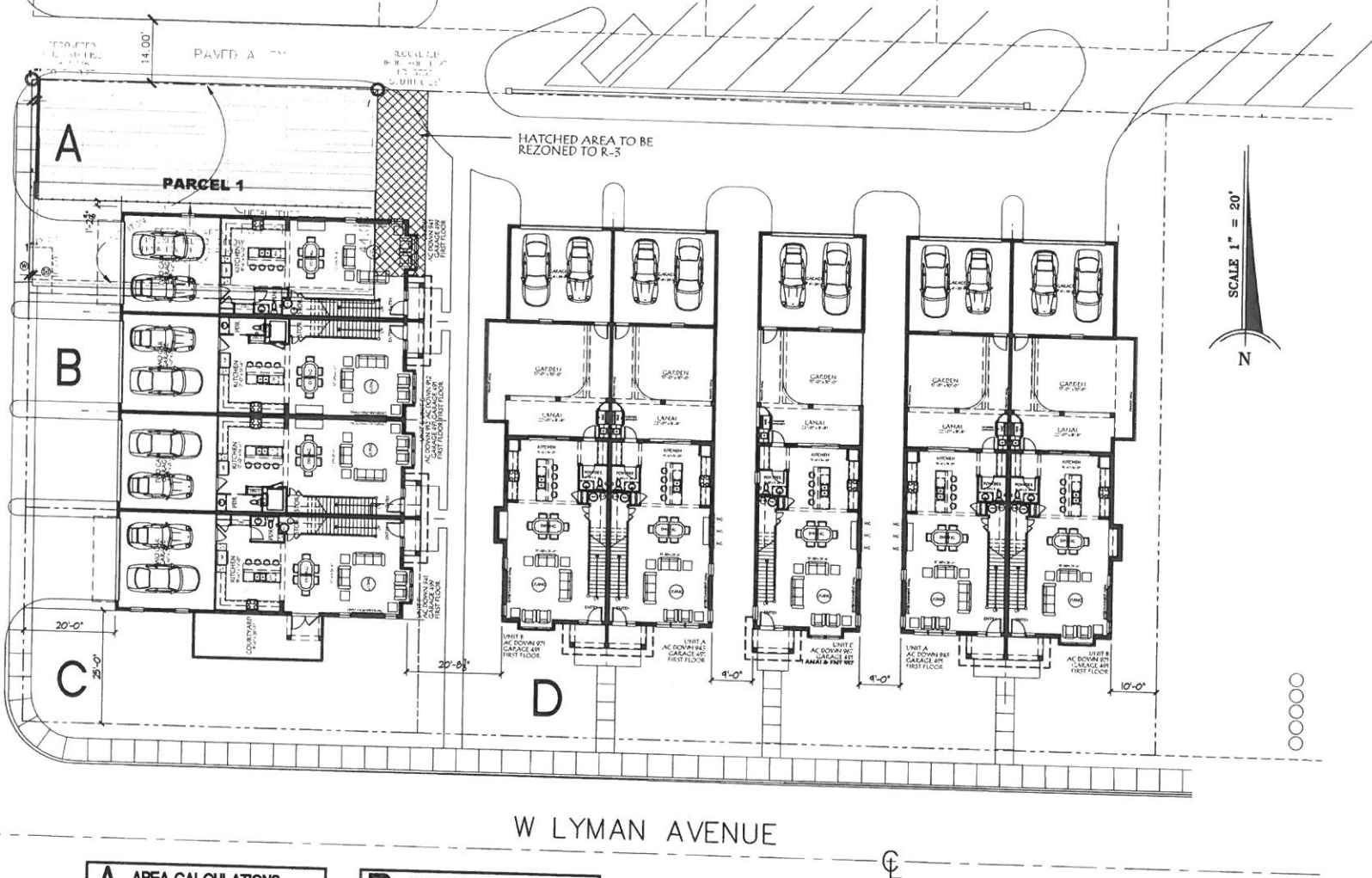
City of Winter Park
Florida

Legend

- R-1A to R-2
- R-1A to R-3
- C-2 to R-3
- Remain R-3



E HANNIBAL SQUARE



A AREA CALCULATIONS LOT 11 - R-3	
SITE AREA	12,779 SF.
FAR	
ALLOWABLE 10%	13,441 SF.
ACTUAL SHOWN 10%	13,366 SF.
PERVIOUS	
ALLOWABLE 10%	8,553 SF.
ACTUAL SHOWN 10%	7,641 SF.
BUILDING COVERAGE	
ALLOWABLE 40%	5,098 SF.
ACTUAL SHOWN 40%	5,841 SF.

B AREA CALCULATIONS LOTS 14, 15, 16 - R-2A	
SITE AREA	22,770 SF.
FAR	
ALLOWABLE 35%	8,020 SF.
ACTUAL SHOWN 35%	8,244 SF.
PERVIOUS	
ALLOWABLE 35%	14,807 SF.
ACTUAL SHOWN 35%	12,936 SF.
BUILDING COVERAGE	
ALLOWABLE 35%	7,970 SF.
ACTUAL SHOWN 35%	7,416 SF.



REVISIONS

SLOCUM PLATT
ARCHITECTS, P.A.
1000 N. GULF BLVD., SUITE 100
FORT MYERS, FL 33901
TEL: (888) 888-8888 FAX: (888) 888-8888
WWW.SLOCUMPLATT.COM



LYMAN SQUARE
A TOWNHOME PROJECT
FLORIDA

SITE PLAN WITH UNITS

DESIGN	UTD
CHECKED	UTD
DATE	12/05/2016
SCALE	AS NOTED
SHEET NO.	16-0004
SHEET	

A10



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D

E

E

F

ENTRY ELEVATION

Lyman Square

16-004

A Townhome Project

12.7.16





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D

E

E

F

ELEVATION

Lyman Square

16-004

A Townhome Project
12.7.16





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UNIT E AND F

SIDE ELEVATION

Lyman Square
A Townhome Project
16-004 12.7.16





A1

B1

C

B2

A2

ELEVATIONS

Lyman Square

A Townhome Project

16-004

12.7.16



December 7, 2016

Jeff Briggs, Manager
Planning & Zoning Department
City of Winter Park
401 Park Avenue South
Winter Park, Florida 32789-4386

Subject: **Lyman Square Townhomes – Preliminary Drainage Design**
Conditional Use Plan
Winter Park, Florida
FEG Project No. 16-135

Dear Jeff,

This letter is being submitted with the Conditional Use Plan application for the West Lyman Square Townhomes to provide an overview of the preliminary drainage design for the project and demonstrate that the drainage system for the proposed project will, when finally designed, comply with the City of Winter Park and St. Johns River Water Management District requirements.

As can be seen on the preliminary paving, grading, and drainage plan, the proposed project will modify an existing master drainage retention pond located in the northwest corner of the project site. Specifically, the proposed project proposes to fill a portion of the existing master drainage retention pond and replace the pond volume (which is lost as a result of the filling of the pond) within an exfiltration system proposed on the north side of the project to the east of the remaining portion of the existing retention pond. The exfiltration system will hydraulically connect to the remaining portion of the existing retention pond.

The existing retention pond provides drainage for a portion of the property located at 450 N. New England Avenue and other adjacent areas located to the north of the proposed West Lyman Square development site. Based on review of the St. Johns River Water Management District (SJRWMD) permits covering the existing retention pond (SJRWMD Permits 42-095-89352-1 and 42-095-89352-2), this existing pond provides drainage for an approximately 0.82-acre drainage basin area (Basin "450 N. new England Basin A" + Block 55). Also, based on review of the drainage calculations included in the SJRWMD permits, the pond provides a total volume of 11,469 cubic feet between the pond design bottom elevation of 85.0 Ft. and the weir overflow elevation of 88.25 Ft.

Based on our preliminary calculations, the proposed West Lyman Square project will remove approximately 3,900 cubic feet of pond volume. The proposed exfiltration system will provide approximately 5,200 cubic feet of storage, which will replace the filled pond volume and allow approximately an additional 1,300 cubic feet to be used for the proposed West Lyman Square town home development. Thus, the existing master drainage system would not be negatively impacted by the proposed development.

In addition to the exfiltration system, shallow swales are also planned for the proposed development and will be located on the south side of the proposed townhomes. The shallow swales will provide approximately 4,625 cubic feet of additional storage and will be landscaped.

The combined volume of the swales and the excess storage in the exfiltration system is approximately 5,925 cubic feet, which significantly exceeds the City of Winter Park and SJRWMD water quality volume requirements for the site.

Our preliminary drainage calculations also indicate that the combined volume of the swales and the excess storage in the exfiltration system would be sufficient to provide water quantity volume for the proposed development. This will be further verified during the final engineering design once additional geotechnical and topographic information is available, and the final engineering design and drainage analysis are completed.

Should there be a deficiency in the proposed retention volume, there is sufficient area to provide an additional exfiltration system on the west side of the townhomes to make-up any deficiency.

In conclusion, it is my opinion that the proposed modification to the existing master drainage system, would not affect the offsite contributing drainage basin. Furthermore, the proposed conceptual drainage system design will be adequate to meet the City of Winter Park and SJRWMD requirements based on preliminary drainage analysis and design work. Should there be a need to provide additional on-site retention storage based on final engineering design and drainage analysis, there is sufficient area on the west side of the townhomes to do so.

Please let me know if I can provide any additional clarification or if you have further questions. You can reach me at 407-895-0324 or by e-mail to SSebaali@feg-inc.us.

Sincerely,



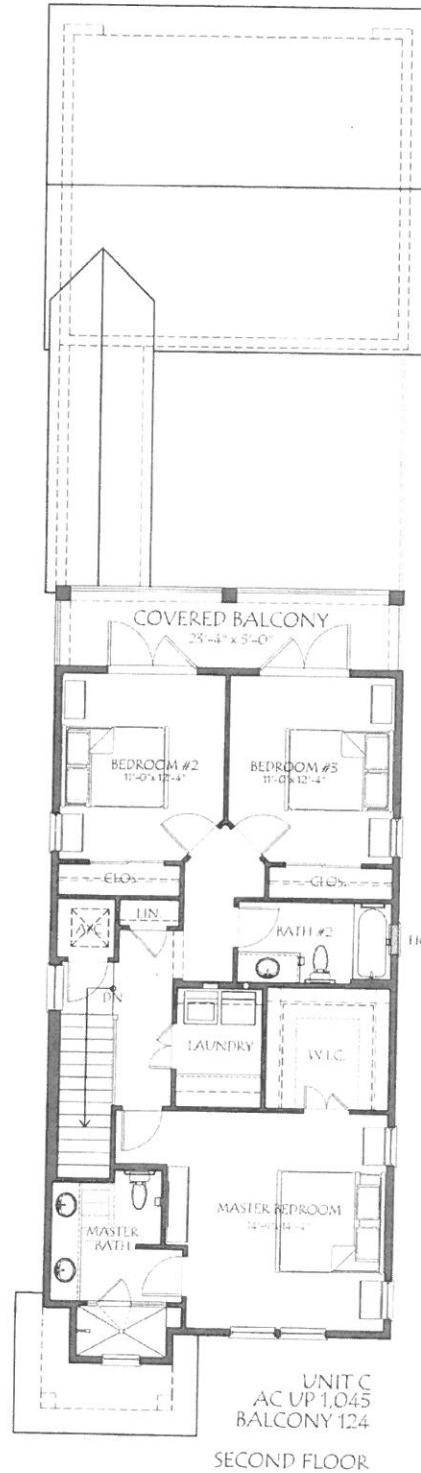
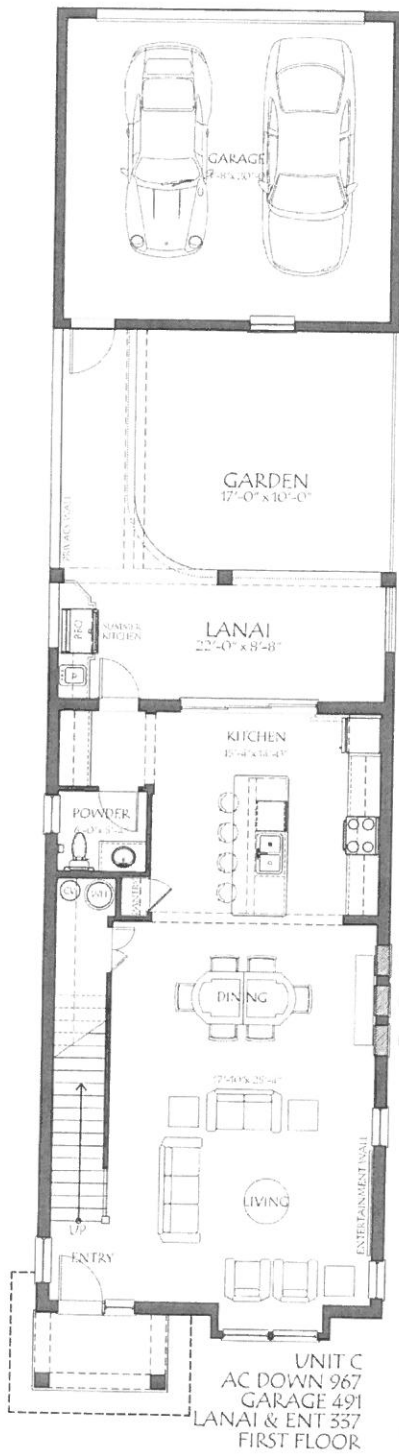
5127 S. Orange Avenue, Suite
200 Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325







2,014 AC SF
2,961 TOTAL SF



1 FIRST AND SECOND FLOOR PLANS - UNIT C
SCALE: 1/4" = 1'-0"

2,012 AC SF
2,964 TOTAL SF

A2.3

UNIT C - FLOOR PLANS
LYMAN SQUARE
A TOWNHOME PROJECT

FLORIDA

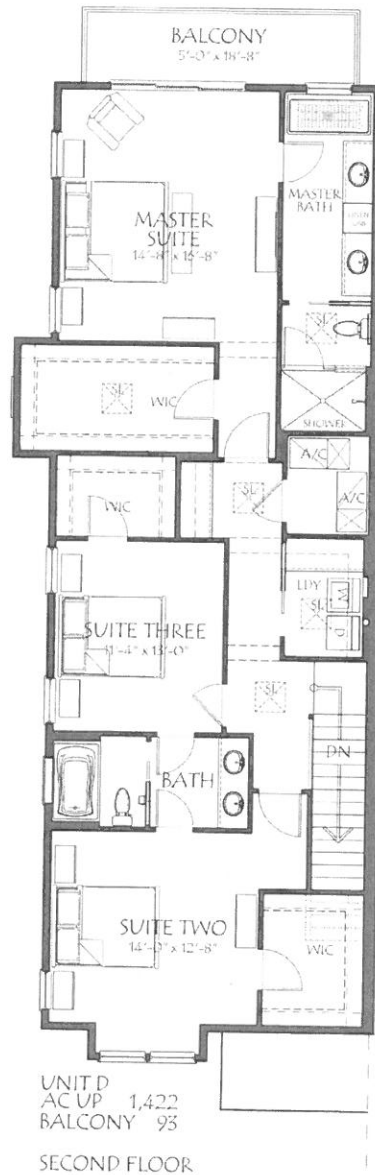
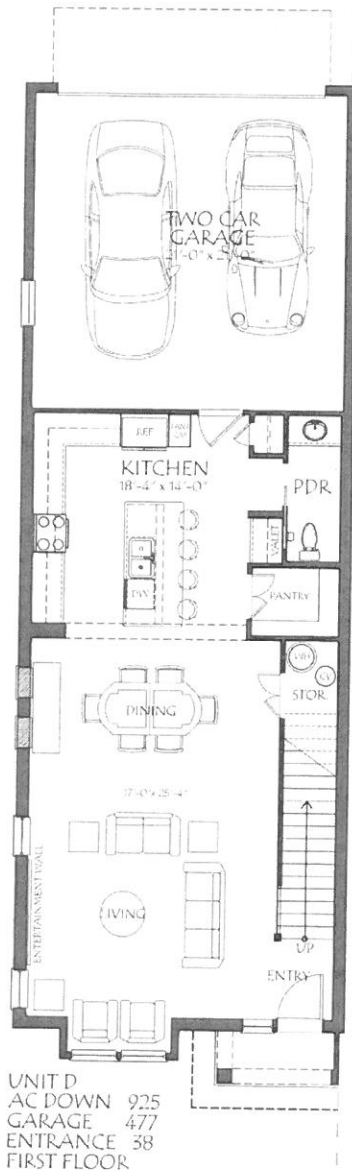
WILLIAM P. PLATTS, ARCHITECT



SLOCUM PLATTS
ARCHITECTS, P.A.

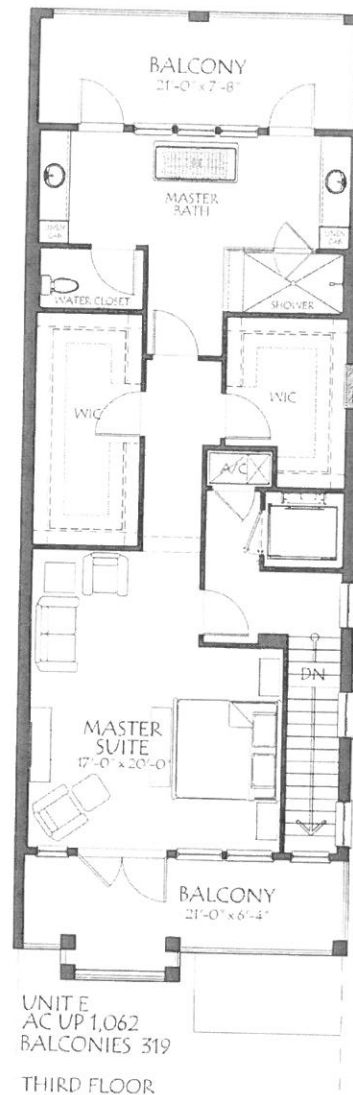
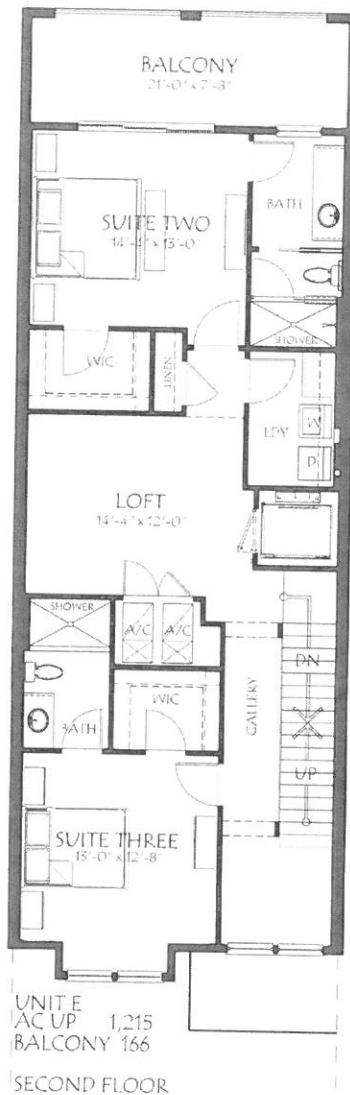
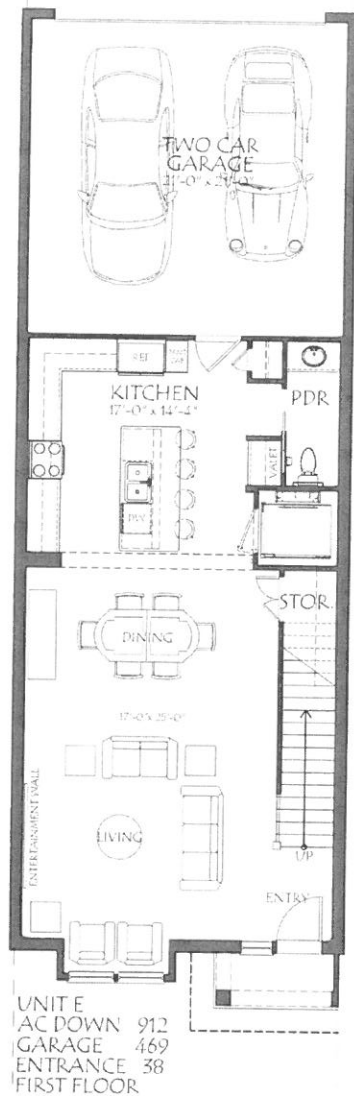
SANDALL J. SLOCUM, ARCHITECT, WILLIAM P. PLATTS, ARCHITECT
470 NORTH ORLANDO AVENUE, SUITE 1001, WINTER PARK, FL 32789
TEL: (407) 845-3017 FAX: (407) 845-7771
WWW.SLOCUMPLATTS.COM

REVISIONS



1 FIRST AND SECOND FLOOR PLANS - UNIT D
SCALE 1/4" = 1'-0"

2347 AC SF
2,955 TOTAL SF



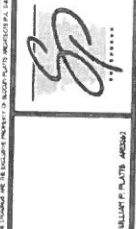
1 FIRST, SECOND AND THIRD FLOOR PLANS - UNIT E
SCALE 1/4" = 1'-0"

3,189 AC SF
4,181 TOTAL SF

REV	DESCRIPTION

SLOCUM PLATT
ARCHITECTS, P.A.

MANASSAS, VIRGINIA 20108
4700 NORTH DR. AND AVENUE, SUITE 1001 MANASSAS, VA 20108
TEL: (703) 335-1100 FAX: (703) 335-1101
WWW.SLOCUMPLATT.COM



UNIT E - FLOOR PLANS

LYMAN SQUARE
A TOWNHOME PROJECT

FLORIDA
WINTER PARK

DRAWN	WTD
CHECKED	WTD
DATE	9-29-2016
SCALE	AS NOTED
JOB NO.	6-204
SHEET	A2.5



1 FIRST, AND SECOND FLOOR PLAN - UNIT F
SCALE 1/4" = 1'-0"

2,370 AC SF
3,265 TOTAL SF



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A1

B1

C

B2

A2

ELEVATIONS

West Lyman Square
A Townhome Project
16-004 12.7.16





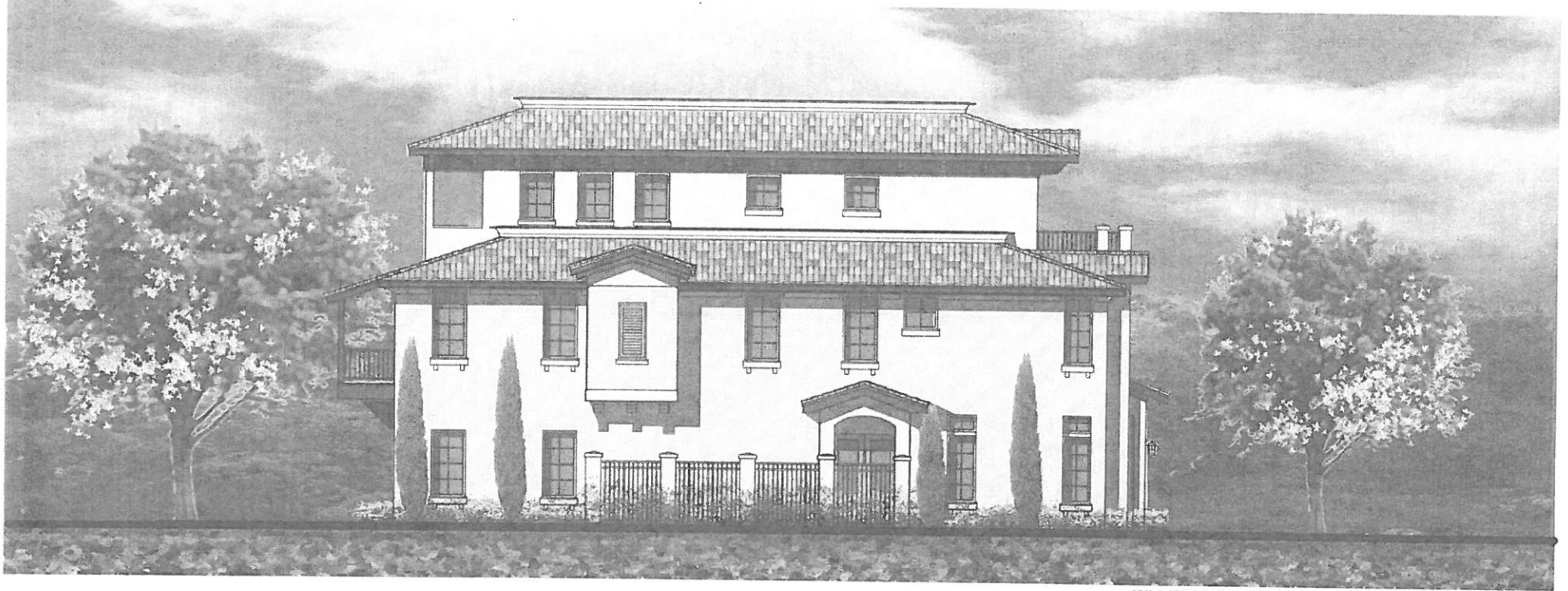
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D E E F

ELEVATION

West Lyman Square
A Townhome Project
16-004 12.7.16





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UNIT E AND F

SIDE ELEVATION

Lyman Square

16-004

A Townhome Project
12.7.16





① UNITS A B & C - FRONT ENTRANCE ELEVATION
SCALE 3/16" = 1'-0"

REV	NO	DESCRIPTION

SLOCUM PLATTS
ARCHITECTS, P.A.
RANDALL J. SLOCUM AS 1326 WILLIAM P. PLATTS AS 1324
475 NORTH HIGHLAND AVENUE, SUITE 1001, MIAMI, FL 33137
(305) 575-1111
WWW.SLOCUMPLATTS.COM

SP

UNITS A B + D FRONT ELEVATION
LYMAN SQUARE
A TOWNHOME PROJECT
WINTER PARK
FLORIDA

DRAWN
JTB
CHECKED
JTB
DATE
12-09-2016
SCALE
AS NOTED
JOB NO.
16-204
SHEET

A6.1



① UNITS A B & C - RIGHT ELEVATION
SCALE 1/4" = 1'-0"

REVISIONS	

SLOCUM PLATTS
ARCHITECTS, P.A.
RANCH 1, SLOCUM AT 13208 WILLIAMS PLATTE RD 13202
470 NORTH ORLAND AVENUE, SUITE 100, MACLAND, FL 32216
TEL: 407.277.7771
WWW.SLOCUMPLATTS.COM

SP

WILLIAM P. PLATTS, ARCHITECT

UNITS A B & C RIGHT ELEVATION
LYMAN SQUARE
A TOWNHOME PROJECT
WINTER PARK
FLORIDA

DRAWN	UTB
CHECKED	UTB
DATE	8-09-2016
SCALE	AS NOTED
JOB NO	16-2064
SHEET	

A6.2



① UNITS A B & C - REAR ELEVATION
SCALE 3/16" = 1'-0"

REVISIONS	

SLOCUM PLATTS
ARCHITECTS, P.A.
RANDALL J. SLOCUM #81338 WILLIAM P. PLATTS #81326
475 NORTH ORLANDO AVENUE, SUITE 5001 MELBOURNE, FL 32751
TEL: 321.255.1100 FAX: 321.255.1101
WWW.SLOCUMPLATTS.COM



WILLIAM P. PLATTS, ARCHT.
FLORIDA

UNITS A B + C REAR ELEVATION
LYMAN SQUARE
A TOWNHOME PROJECT
WINTER PARK, FLORIDA

DRAWN	WTP
CHECKED	WTP
DATE	02-09-2016
SCALE	AS NOTED
JOB NO.	16-004
SHEET	

A6.3



① UNITS A B & C - LEFT ELEVATION
SCALE 1/4" = 1'-0"

REV	DESCRIPTION

SLOCUM PLATT ARCHITECTS, P.A.
 RANDALL J. SLOCUM 401330 WILLIAM P. PLATT, AIA 1214
 430 NORTH GARDEN AVENUE, SUITE 1001 NAILLAND, FL 32751
 TEL: 407.255.1111 FAX: 407.255.1112
 WWW.SLOCUMPLATT.COM



RELLY P. PLATT, ARCHT.

UNITS A B + C - LEFT ELEVATION
LYMAN SQUARE
A TOWNHOME PROJECT
 WINTER PARK, FLORIDA

DRAWN	UTB
CHECKED	JMP
DATE	12-09-2016
SCALE	AS NOTED
JOB NO.	16-004
SHEET	

A6.4



① UNITS D E & F - FRONT ENTRANCE ELEVATION
SCALE 1/4" = 1'-0"

REV	SIGNS

SLOCUM PLATTS
ARCHITECTS, P.A.
RANGALL J. SLOCUM 481320 WILLIAM P. PLATTS 481322
830 NORTH GULFVIEW AVENUE, SUITE 1801 HAITLAND, FL 32751
TEL: 407.277.1271 FAX: 407.277.1272
WWW.SLOCUMPLATTS.COM

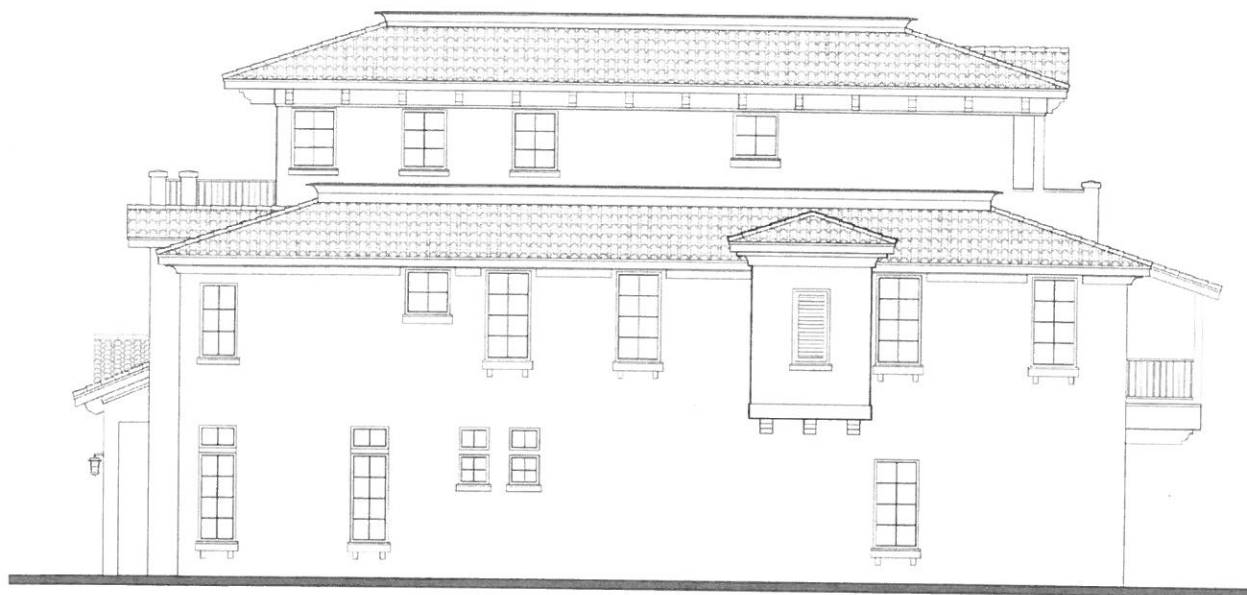


WINTER PARK, FLORIDA

FRONT ENTRANCE ELEVATION
LYMAN SQUARE
A TOWNHOME PROJECT
WINTER PARK, FLORIDA

DRAWN	WTB
CHECKED	JPP
DATE	12-09-2016
SCALE	AS NOTED
JOB NO	16-004
SHEET	

A6.5



1 UNITS D, E & F - NORTH ELEVATION
SCALE 1/4" = 1'-0"

REVISIONS	

SLOCUM PLATTS
ARCHITECTS, P.A.

SP

RANDALL SLOCUM ARCHITECTS, P.A.
415 NORTH FLORISSANT AVE
SUITE 100
NEW YORK, NY 10017
TEL: 212-691-1771
WWW.SLOCUMPLATTS.COM

NORTH ELEVATION

LYMAN SQUARE
A TOWNHOME PROJECT
WINTER PARK
FLORIDA

WILLIAM F. PLATTS ARCHITECT

DESIGN	UTB
CHECKED	UTB
DATE	07-09-2016
SCALE	AS NOTED
JOB NO.	16-0004
SHEET	

A6.6



① UNITS D E & F - HANNIBAL SQUARE ELEVATION
SCALE 1/4" = 1'-0"

REVISIONS	

SLOCUM PLATTS
ARCHITECTS, P.A.
SP
HANNIBAL J. SLOCUM AND TERRY WILLIAMS, P.L.L.C.
401 NORTH 11TH STREET, SUITE 200
TALLAHASSEE, FLORIDA 32301
TEL: (904) 243-2611 FAX: (904) 243-2771
WWW.SLOCUMPLATTS.COM

RELUKAT PLATTS, ARIZONA

HANNIBAL SQUARE ELEVATION
LYMAN SQUARE
A TOWNHOME PROJECT
WINTER PARK, FLORIDA

DRAWN
JTB
CHECKED
JTB
DATE
12-09-2016
SCALE
AS NOTED
JOB NO.
16-004
SHEET

A6.7



① UNITS D E & F - LYMAN AVENUE ELEVATION
SCALE 1/4" = 1'-0"

REVISIONS	

SLOCUM PLATT'S
ARCHITECTS, P.A.
MANOJ L. SLOCUM, ARCHITECT
410 WEST 10TH STREET, SUITE 100
FORT LAUDERDALE, FL 33301
TEL: (754) 381-3000
WWW.SLOCUMPLATT.COM

SP

WILLIAM F. PLATT, ARCHITECT
FLORIDA

LYMAN AVENUE ELEVATION
LYMAN SQUARE
A TOWNHOME PROJECT
WINTER PARK, FLORIDA

DRAWN
JTB
CHECKED
JEP
DATE
02-09-2016
SCALE
AS NOTED
JOB NO.
16-0004
SHEET
A6.8

SECOND AMENDMENT TO DEVELOPER'S AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPER'S AGREEMENT (this "Second Amendment") is made and entered into this ___ day of _____, 2017 between **THE CITY OF WINTER PARK**, a municipal corporation organized and existing under the laws of the State of Florida whose address is P.O. Box 350, Winter Park, Florida 32790 (the "City"); **ORC HANNIBAL SQUARE, LLC**, a Florida limited liability company and **ORC HANNIBAL SQUARE II, LLC**, a Florida limited liability company whose address is 1646 33rd Street, Suite 301, Orlando, Florida 32839 (together "ORC"); and **Winter Park Real Estate Advisors, Inc.**, a Florida corporation whose address is 3200 S. Hiawasse Road, Suite 205, Orlando, Florida 32835 ("WPREA") (collectively ORC and WPREA shall be referred to as the "Developers"). The City and Developers are sometimes collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, on or about November 19, 2001, Daniel Bellows, St. Michael, LTD., and The Winter Park Redevelopment Agency, LTD (collectively the "Original Developer") entered into that certain Developer's Agreement recorded in Official Records Book 7164, Page 550, Public Records of Orange County, Florida as amended by that certain First Amendment to Developer's Agreement recorded in Official Records Book 10356, Page 9109, Public Records of Orange County, Florida (collectively the "Developer's Agreement") relating, inter alia, to the development of certain parking areas, access roads and storm water retention in the New England Corridor; and

WHEREAS, the Developers are the successors in interest to the Original Developers who executed the Developer Agreement; and

WHEREAS, ORC is the owner of the properties located at 400, 430 and 444 W. New England Avenue, Winter Park , Florida (Lots 1-7 Block 55, TOWN OF WINTER PARK, according to the Plat thereof as recorded in Plat Book A, Page 86, Public Records of Orange County, Florida ("Plat")) and WPREA is the owner of the property located at 326 Hannibal Square East, Winter Park, Florida (Lot 11 of the Plat) collectively defined in the Developer's Agreement as "Developer Property 2"; and

WHEREAS, the Parties wish to amend certain portions of the Developer's Agreement, as set forth herein.

NOW THEREFORE, for and in consideration of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals; Defined Terms.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference. Capitalized terms used herein shall have the same meaning ascribed to them in the Developer's Agreement, unless expressly provided otherwise herein.
2. **Replacement of Exhibit "A".** Exhibit "A" attached to the Developer's Agreement is hereby deleted in its entirety and replaced with Exhibit "A" attached to this Second Amendment and incorporated herein by this reference.
3. **Access and Parking Easement.** Subparagraph 2(a) of the Developer's Agreement as revised and restated in paragraph 3 of the First Amendment to Developer's Agreement is hereby modified to add the following:

"Notwithstanding anything contained herein to the contrary, the Parties acknowledge that WPREA and its successors and assigns shall have the right to construct and utilize the driveways as shown on the attached Exhibit "A". Further WPREA hereby grants to the City and ORC a perpetual, non-exclusive easement (the "Parking Easement") upon, over, under, in and through the three parking spaces hatched area reflected on Exhibit "A" (the "Parking Easement Area") to be utilized for parking."
4. **Parking Easement.** The City acknowledges that the Parking Easement granted hereinabove shall replace the three parking spaces lost by the addition of the driveways as shown on Exhibit "A". The City further acknowledges that pursuant to paragraph 1 of the Developer's Agreement, the parking spaces required pursuant to Exhibit "B" continue to be satisfied. The City further acknowledges that the balance of the parking spaces shown on the Parking Easement Area depicted on Exhibit "A" and identified as "guest parking" shall count towards satisfying the guest parking requirements required for the proposed and approved development by WPREA.
5. **Dumpster.** WPREA also owns Lots 12-16 of the Plat and intends to develop this property as residential units ("Residential Development"). WPREA and its successor and assigns of the Residential Development (or the property owners association to be formed for such Residential Development), agree to use the dumpster located on ORC's property. ORC gives WPREA and its successors and assigns, a license to enter its property for use of the dumpster. WPREA or its successors and assigns will be responsible for payment to The City for its use of the dumpster.
6. **Full Force and Effect.** Except as expressly amended by this Second Amendment, the Developer's Agreement shall remain in full force and effect.

7. **Counterpart Execution.** This Second Amendment may be executed in three (3) or more counterparts and all such counterparts shall be deemed to constitute but one and the same instrument. To facilitate execution of this Second Amendment the parties hereto may execute and exchange by telephone facsimile counterparts of the signature pages.

(SIGNATURES APPEAR ON THE FOLLOWING PAGES)

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the date written above.

CITY:

Witnesses:

**City of Winter Park, a Florida municipal
corporation of the State of Florida**

Print Name:

By: _____

Print Name: _____

Date: _____

Print Name:

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Agreement was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of CITY OF WINTER PARK, a Florida municipality, on behalf of said corporation _____ who is personally known to me or produced _____ as identification.

{Seal}

Notary Public, State of Florida

Print Name: _____

Commission Expires: _____

Witnesses:

**ORC HANNIBAL SQUARE, LLC a
Florida limited liability company**

Print Name:

By: ORC Hannibal Square Investors, LLC, Manager

Print Name:

By: ORC Hannibal Square Management, LLC,
Manager

By: Owens Realty Capital, LLC, Manager

By: _____

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Agreement was acknowledged before me this ____ day of _____,
2016, by _____, as _____ of ORC HANNIBAL
SQUARE, LLC, on behalf of said limited liability company _____ who is personally
known to me or produced _____ as identification.

{Seal}

Notary Public, State of Florida

Print Name: _____

Commission Expires: _____

Witnesses:

**ORC HANNIBAL SQUARE II, LLC
A Florida limited liability company**

Print Name:

By: _____

Print Name: _____

Date: _____

Print Name:

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Agreement was acknowledged before me this ____ day of _____,
2016, by _____, as _____ of ORC HANNIBAL
SQUARE II, LLC, on behalf of said limited liability company _____ who is personally
known to me or produced _____ as identification.

{Seal}

Notary Public, State of Florida

Print Name: _____

Commission Expires: _____

Witnesses:

**Winter Park Real Estate Advisors, Inc., a
Florida corporation**

Print Name:

By: _____

Print Name: Nancy A. Rossman, President

Date: _____

Print Name:

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Agreement was acknowledged before me this ____ day of
_____, 2016, by Nancy A. Rossman, as President of WINTER PARK REAL
ESTATE ADVISORS, INC., a Florida corporation, on behalf of said corporation _____
who is personally known to me or produced _____ as identification.

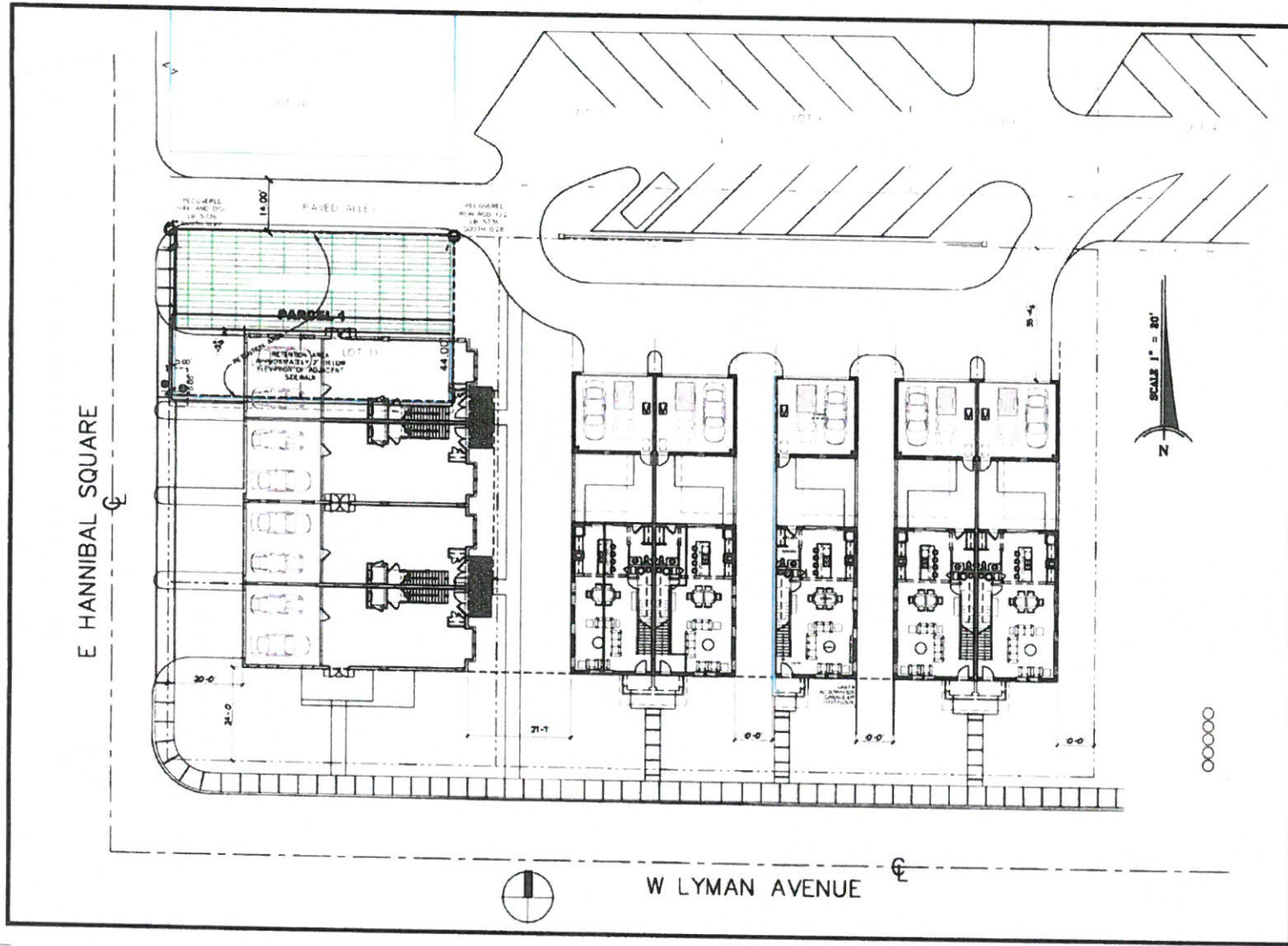
{Seal}

Notary Public, State of Florida

Print Name: _____

Commission Expires: _____

Exhibit "A"



REVISIONS PERMIT SET 10-20-2010	
SITE PLAN WEST LYMAN SQUARE WESTER PARK	
SLOCUM PLATT ARCHITECTS, P.A. 1000 N. UNIVERSITY AVENUE, SUITE 100 TAMPA, FL 33606 TEL: 813.241.1111 FAX: 813.241.1112 WWW.SLOCUMPLATT.COM	
FLORIDA	
A10	

Exhibit "B"

Parking Space accounting Block 55

- 400 W. New England Ave: 17 total spaces allocated for this building.
- 430 W. New England Ave: 0 new spaces allocated, nine existing in front of building, to remain.
- 444 W. New England Ave: 3 total spaces allocated for this building.
- 460 W. New England Ave: 36 new parking spaces created for this new proposed apartment project, site currently vacant land.
- 314 Hannibal Square East: 0 new spaces allocated for this existing building.
- 320 Hannibal Square East: 0 new spaces allocated for this existing building.



THIS INSTRUMENT PREPARED
BY AND RETURN TO:

C. Brent McCaghren, Esquire
Winderweedle, Haines, Ward
& Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790



INSTR 20030618618

OR BK 07164 PG 0550

MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL

10/23/2003 02:35:38 PM

REC FEE 37.50

DEVELOPER'S AGREEMENT

19th THIS DEVELOPER'S AGREEMENT (the "Agreement") is made and entered into this day of November, 2001, by and among the CITY OF WINTER PARK, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), 401 Park Avenue South, Winter Park, Florida 32789, and DANIEL B. BELLOWS, individually, and ST. MICHAEL, LTD., a Florida Limited Partnership, whose mailing address is Post Office Box 350, Winter Park, Florida 32790, and THE WINTER PARK REDEVELOPMENT AGENCY, LTD., a Florida Limited Partnership, whose mailing address is Post Office Box 350, Winter Park, Florida 32790 (collectively the "Developer").

WITNESSETH:

WHEREAS, the City is currently the owner of a right-of-way over real property as shown as a platted alley, 14 feet in width, with a length of approximately 445 feet running east and west in the middle of Block 55, TOWN OF WINTER PARK, according to the Plat thereof as recorded in Plat Book A, Page 86, Public Records of Orange County, Florida, and located between Virginia Avenue on the east and Hannibal Square East on the west in said Block 55, lying south of West New England Avenue (said right-of-way hereafter referred to as "City Property No. 1"); and

WHEREAS, the Developer is currently the owner of certain real property fronting on the south side of West New England Avenue in the City of Winter Park, Florida, more particularly described as Lots 1 through 7, and Lot 11, Block 55, TOWN OF WINTER PARK, according to the Plat thereof as recorded in Plat Book A, Page 86, Public Records of Orange County, Florida (hereafter referred to as "Developer Property No. 2"); and

WHEREAS, the Developer is seeking to develop the amount of parking spaces sufficient to meet the City's parking requirements for further development of Developer's Property No. 2, and Developer has suggested an arrangement whereby the City would permit the use of a portion of its alley (City Property No. 1) for parking in exchange for the use of a portion of the Developer's property (Developer Property No. 2) for parking and pedestrian and vehicular traffic; and

WHEREAS, the City wishes to encourage and facilitate the development of appropriate parking areas in the New England Avenue Corridor and to afford opportunity for the redevelopment of the New England Avenue Corridor by private enterprise in accordance with Section 163.345, Florida Statutes; and

NOW THEREFORE, in consideration of the foregoing premises, and the mutual covenants set forth herein, the parties hereby agree as follows:

1. **Parking Plan.** The City and Developer agree and commit to the development and use of City Property No. 1 and Developer Property No. 2, as outlined in the site plan (the "Parking Plan") which is attached hereto as Exhibit "A" and by this reference made a part hereof. City agrees that it will make that portion of City Property No. 1 available for the development of parking spaces as shown on the Parking Plan, and the Developer agrees to make a portion of the Developer's Property No. 2 available for parking, public access, and stormwater retention as necessary to serve the development, as shown on the Parking Plan. Those parking spaces created by the use of a portion of City Property No. 1 and Developer Property No. 2 as a result of the implementation of the Parking Plan will count towards satisfying the parking requirements required by development of Developer Property No. 2.

Attached hereto is Exhibit "B" showing the parking space accounting for said Block 55, which allocates both the current and proposed new parking spaces among the properties within said Block 55. The parking space allocation as shown on Exhibit "B" shall not be changed without the written approval of the City.

2. **Special Conditions.** The following special conditions shall also apply to and be binding upon Developer and Developer Property No. 2:

(a) The Developer hereby grants to the City an access easement 15 feet in width over that portion of Developer Property No. 2 as shown on the Parking Plan attached hereto as Exhibit "A", together with an easement for public parking adjacent to and lying southerly of said access easement over that portion of Developer Property No. 2 as shown on the Parking Plan attached hereto as Exhibit "A". The access easement shall be for public right-of-way; the parking area south of the access easement shall be for public parking and public utilities.

(b) The Developer shall build and maintain the roadway and parking areas as shown on the Parking Plan in accordance with all applicable codes, rules and regulations. The Developer shall further install and maintain the parking area in an attractive fashion with screening along the south property line and other interior landscaping, including trees, so as to blend harmoniously with the surrounding residential neighborhood. The screening along the south property line shall be either a brick wall or a masonry wall with stucco and paint on both sides. Developer shall install and maintain an irrigation system in order to insure the survival

and growth of all landscape materials. The Developer shall also construct and install lighting as may reasonably be required by the City for the roadway and parking spaces. The Developer shall be responsible for the maintenance and repair of the roadway, parking spaces, landscaping, irrigation system, wall, and lighting.

(c) The construction and installation of the public access route, parking area, irrigation system, wall and landscaping is five (5) years from the date of execution of this Agreement.

(d) The Developer shall comply with all stormwater retention requirements of the City and of the St. Johns River Water Management District, if applicable, but shall be entitled to utilize a portion of City Property No. 1 for the construction and installation of stormwater retention facilities beneath City Property No. 1; provided, however, that such underground installation shall not interfere with public utilities. The maintenance and repair of all stormwater retention facilities shall be the sole obligation and responsibility of Developer.

(e) Developer shall be responsible for construction and maintenance of adequate sites, including access thereto, for solid waste collection vehicles and trash and recycling containers, as shown on the Parking Plan.

(f) The parking spaces created by the Parking Plan on City Property No. 1 will be open and available for parking by the public, and no signage shall be installed indicating that any of such parking is reserved or otherwise unavailable for use by the general public.

3. **Binding Effect.** This Agreement shall be binding upon the parties hereto, and their respective successors and assigns in interest and all parties acquiring any interest in City Property No. 1 and Developer Property No. 2.

In addition to any and all other remedies available to the City, Developer agrees that the City shall have the right, but not the obligation, to enforce Developer's obligations under this Agreement through its Code Enforcement Department and Code Enforcement Board.

4. **Authority.** Each party represents and warrants to the other that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement and that all acts, approvals, procedures and similar matters required in order to authorize this Agreement has been taken or followed, as the case may be, and that upon execution of this Agreement by both parties, this Agreement shall be valid and binding upon the parties hereto and their successors in interest.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

6. **Evidence of Ownership.** Within ten (10) days from the date of this Agreement, Developer shall furnish the City with a title opinion of an attorney at law licensed in Florida or a certification by a title insurance company showing that record title to Developer Property No. 2 is in the name of the Developer, as well as showing the names of all other parties having an interest in Developer Property No. 2, whether as mortgagee, lienor, easement holder, or otherwise. Developer within sixty (60) days of the date of this Agreement shall furnish to the City the requisite joinders, subordinations or consents and ratifications, in order to have the interest of the City in that portion of Developer Property No. 2 to be utilized for right-of-way and parking to be superior to all such outstanding interests; such documentation as to form and execution to be subject to the approval of the City, and the cost of recording to be at the expense of Developer.

7. **Amendment.** This Agreement may be amended or terminated by mutual consent of the City and Developer, in writing, subject to any requirements of notice, public meetings or public hearings as set forth by city ordinance or Florida Statutes, but this provision shall not serve to create any such requirement.

8. **Termination on Vacation.** In the event the City after the date of this Agreement vacates the entire alley and right-of-way running east and west in the middle of said Block 55, then Developer, or Developer's successors in title to Developer Property No. 2, shall have the option, by giving at least thirty (30) days notice in writing delivered to the City, to terminate this Agreement.

9. **Recording.** This Agreement shall be recorded by the City, at Developer's expense, among the Public Records of Orange County, Florida.

10. **Severability.** If any provisions of this Agreement are found to be illegal or invalid, the other provisions of this Agreement shall remain in full force and effect.


11. **Effective Date.** This Agreement shall take effect as of the date and year first above written.

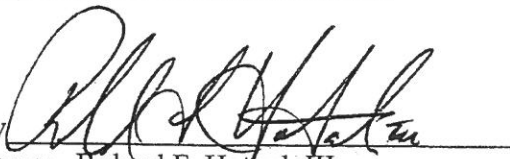
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Signed, Sealed and Delivered in
the Presence of:

CITY OF WINTER PARK, a municipal
corporation of the State of Florida


Print Name Tania Haas


Print Name Keri Martin

By 
Name: Roland F. Hotard, III
As its: Mayor

(signatures continued on page 5)

(signatures continued from page 4)

Roberta M. Adams
Print Name Roberta M. Adams

Jennifer A. Stasulis
Print Name Jennifer A. Stasulis

[Signature]
Daniel B. Bellows

Roberta M. Adams
Print Name Roberta M. Adams

Jennifer A. Stasulis
Print Name Jennifer A. Stasulis

St. Michael, Ltd., a Florida limited
partnership

By: New England Avenue Development
Company, a Florida corporation

By: [Signature]
Daniel B. Bellows, Vice-President

Roberta M. Adams
Print Name Roberta M. Adams

Jennifer A. Stasulis
Print Name Jennifer A. Stasulis

The Winter Park Redevelopment Agency,
Ltd., a Florida limited partnership

By: Winter Park Redevelopment
Management Corp., a Florida corporation

By: [Signature]
Daniel B. Bellows, President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24th day of October,
2001 by ROLAND F. HOTARD, III, as Mayor of the City of Winter Park, a Florida
municipality, on behalf of said municipality. He is personally known to me or has produced
_____ as identification.

My Commission expires:

[Signature]
NOTARY PUBLIC



Linda T. Seaman
MY COMMISSION # CC996506 EXPIRES
May 4, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of November, 2001 by DANIEL B. BELLOWS. He is personally known to me or has produced _____ as identification.

JENNIFER A. STASULIS
Notary Public, State of Florida
My comm. exp. Jan. 8, 2006
Comm. No. DD 082822
My Commission expires: Jennifer A. Stasulis
NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of November, 2001 by DANIEL B. BELLOWS, as Vice-President of New England Avenue Development Company, a Florida corporation, as general partner of St. Michael, Ltd., a Florida limited partnership. He is personally known to me or has produced _____ as identification.

JENNIFER A. STASULIS
Notary Public, State of Florida
My comm. exp. Jan. 8, 2006
Comm. No. DD 082822
My Commission expires: Jennifer A. Stasulis
NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of November, 2001 by DANIEL B. BELLOWS, as President of Winter Park Redevelopment Management Corp., a Florida corporation, as general partner of The Winter Park Redevelopment Agency, Ltd., a Florida limited partnership. He is personally known to me or has produced _____ as identification.

JENNIFER A. STASULIS
Notary Public, State of Florida
My comm. exp. Jan. 8, 2006
Comm. No. DD 082822
My Commission expires: Jennifer A. Stasulis
NOTARY PUBLIC

award/city/bellows/developers-agr

IN\$IK 20030618618

OR BK 07164 PG 0556

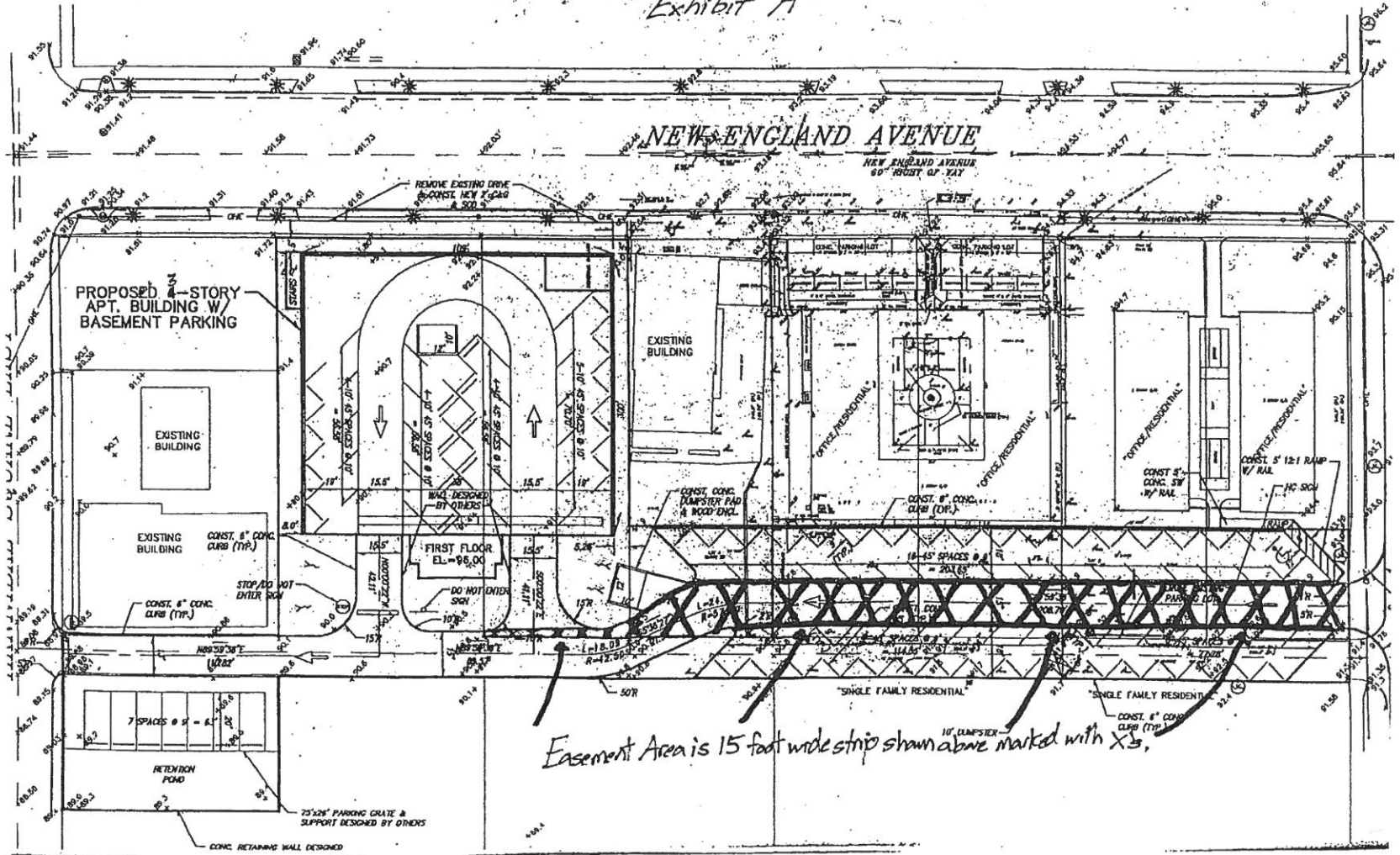


Exhibit "B"

Parking Space accounting Block 55

- 400 W. New England Ave: 17 total spaces allocated for this building.
- 430 W. New England Ave: 0 new spaces allocated, nine existing in front of building, to remain.
- 444 W. New England Ave: 3 total spaces allocated for this building.
- 460 W. New England Ave: 36 new parking spaces created for this new proposed apartment project, site currently vacant land.
- 314 Hannibal Square East: 0 new spaces allocated for this existing building.
- 320 Hannibal Square East: 0 new spaces allocated for this existing building.

**THIS INSTRUMENT TO BE
RETURNED TO:**
Richard J. Zaden, Esquire
2850 North Andrews Avenue
Wilton Manors, Florida 33311

DOC# 20120177525 B: 10356 P: 9109
04/04/2012 03:22:51 PM Page 1 of 6
Rec Fee: \$52.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: WINDERWEEDLE HAINES WARD



FIRST AMENDMENT TO DEVELOPER'S AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPER'S AGREEMENT (this "First Amendment") is made and entered into this 24th day of February, 2011, between **THE CITY OF WINTER PARK**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 350, Winter Park, Florida 32790 (the "City"), and **DANIEL B. BELLOWS**, individually, and **ST. MICHAEL, LTD.**, a Florida limited partnership, whose address is P.O. Box 350, Winter Park, Florida 32790, and **THE WINTER PARK REDEVELOPMENT AGENCY, LTD.**, a Florida limited partnership, whose address is P.O. Box 350, Winter Park, Florida 32790 (collectively, the "Developer") (the City and the Developer are sometimes collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, on or about November 19, 2001, the Parties entered into that certain Developer's Agreement recorded in Official Records Book 7164, Page 550, Public Records of Orange County, Florida (the "Developer's Agreement"), relating, inter alia, to the development of certain parking areas, access roads, and stormwater retention in the New England Avenue Corridor; and

WHEREAS, the Parties wish to amend certain portions of the Developer's Agreement, as set forth herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Recitals; Defined Terms.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference. Capitalized terms used herein shall have the same meaning ascribed to them in the Developer's Agreement, unless expressly provided otherwise herein.

2. **Replacement of Exhibit "A".** Exhibit "A" attached to the Developer's Agreement is hereby deleted in its entirety and replaced with Exhibit "A" attached to this First Amendment and incorporated herein by reference.

3. **Access and Parking Easement.** Subparagraph 2(a) of the Developer's Agreement is hereby deleted in its entirety and replaced with the following:

(a) The Developer hereby grants to City, its successors, assigns, and agents, a perpetual, non-exclusive easement (the "Easement") upon, over, under, in and through the hatched area reflected on the Parking Plan (the "Easement Area") for vehicular and pedestrian access over the right-of-way reflected thereon as well for public utilities and public parking in the parking spaces adjacent to and located to the south of such right-of-way, as well as a perpetual non-exclusive easement for construction and regular and emergency maintenance and repair of the Easement Area, if deemed necessary by the City. The Developer shall not block, remove, demolish or in any way modify the Easement Area without the prior written consent of the City.

4. **Full Force and Effect.** Except as expressly amended by this First Amendment, the Developer's Agreement shall remain in full force and effect as originally executed.

5. **Counterpart Execution.** This First Amendment may be executed in two (2) or more counterparts, and all such counterparts shall be deemed to constitute but one and the same instrument. To facilitate execution of this First Amendment, the parties hereto may execute and exchange by telephone facsimile counterparts of the signature pages.

6. **Warranty of Title.** The Developer hereby warrants and covenants: (a) that it is the owner of the fee simple title to Developer Property No. 2, as defined in the Developer's Agreement, (b) that it has full right and lawful authority to grant and convey the easements described in the Developer's Agreement, as amended by this First Amendment, (c) that the City shall have quiet and peaceful possession, use, and enjoyment of such easements.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the date written above.

CITY:

Witnesses:

Michelle Bernstein
Print Name: Michelle Bernstein

Cynthia Bonham
Print Name: Cynthia Bonham

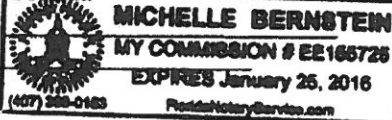
CITY OF WINTER PARK, a Florida municipal corporation

By: Kenneth W. Bradley
Print Name: Kenneth W. Bradley
Date: 3/26/12

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Agreement was acknowledged before me, this 26th day of March, 2012, by Kenneth W. Bradley Mayor of CITY OF WINTER PARK, a Florida municipal corporation, on behalf of said corporation, who is personally known to me or who has provided _____ as identification.

Michelle Bernstein
Notary Public, State of Florida
Type or Print Name: _____
Commission Expires: _____



DEVELOPER:

Witnesses:

Robert B. White Jr.

Print Name: Robert B. White Jr.

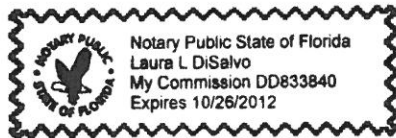
Daniel B. Bellows

DANIEL B. BELLOWS

Laura L. DiSalvo
Print Name: LAURA L. DISALVO

STATE OF FLORIDA
COUNTY OF ORANGE

2012 The foregoing Agreement was acknowledged before me, this 24th day of February, ~~2011~~, by DANIEL B. BELLOWS, who is personally known to me or who has provided _____ as identification.



Laura L. DiSalvo
Notary Public, State of Florida
Type or Print Name: LAURA L. DISALVO
Commission Expires: _____

Witnesses:

Robert B. White Jr.
Print Name: Robert B. White Jr.

Laura L. DiSalvo
Print Name: LAURA L. DISALVO

**THE WINTER PARK REDEVELOPMENT
AGENCY, LTD.,** a Florida limited partnership

By: Daniel B. Bellows
Print Name: DANIEL B. BelloWS
Date: 2/24/12

STATE OF FLORIDA
COUNTY OF ORANGE

2012 The foregoing Agreement was acknowledged before me, this 24th day of ~~September~~ FEBRUARY, 2011, by DAN BELLONS as _____ of **THE WINTER PARK REDEVELOPMENT AGENCY, LTD.**, a Florida limited partnership, on behalf of said partnership, who is personally known to me or who has provided _____ as identification.



Laura L. DiSalvo
Notary Public, State of Florida
Type or Print Name: LAURA L. DISALVO
Commission Expires: _____

Witnesses:

[Signature]
Print Name: Robert B. Wink Jr.

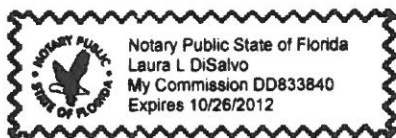
ST. MICHAEL, LTD.,
a Florida limited partnership

By: [Signature]
Print Name: DANIEL B. BELLONS
Date: 2/24/12

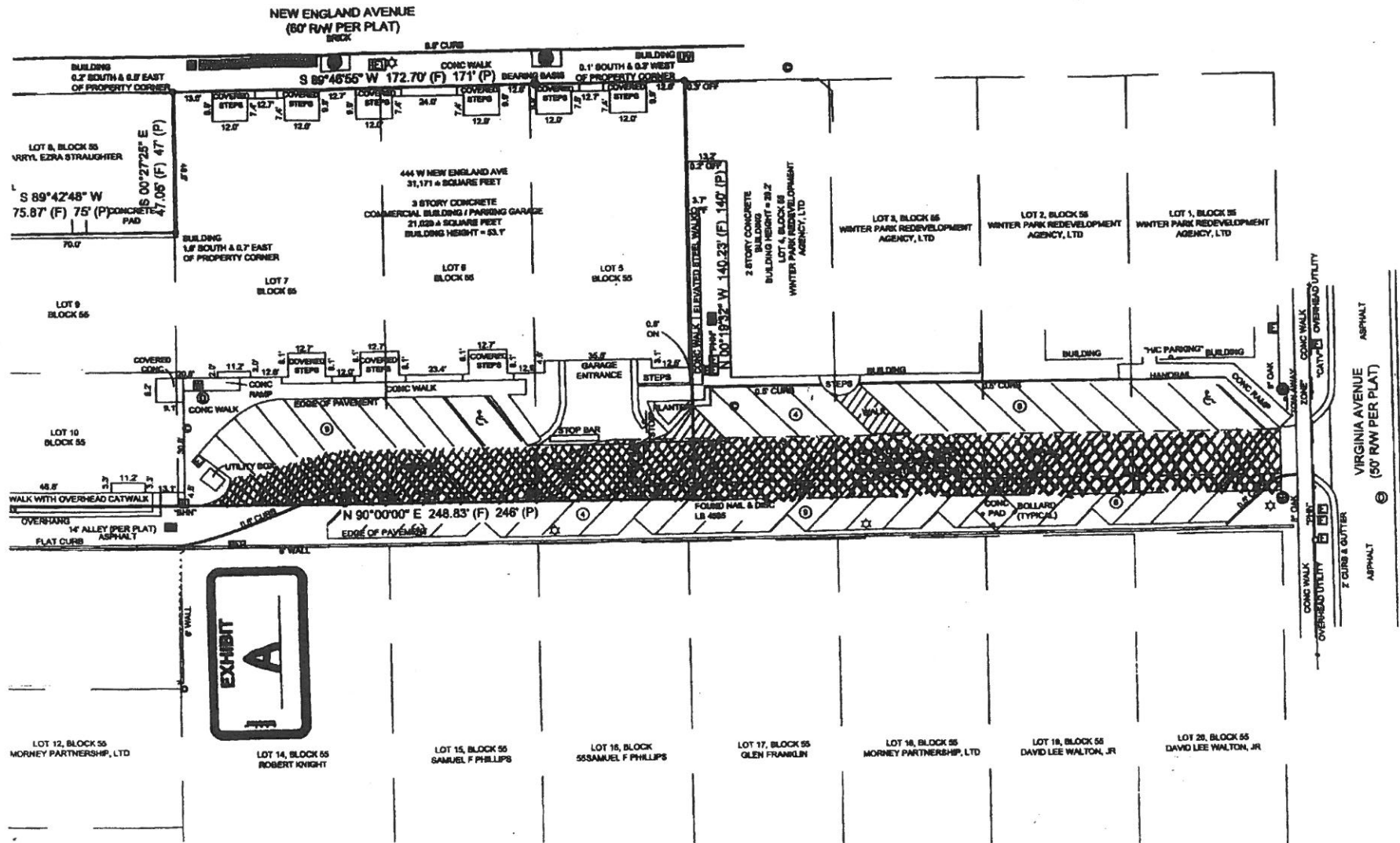
Laura L. DiSalvo
Print Name: LAURA L. DISALVO

STATE OF FLORIDA
COUNTY OF ORANGE

2012 The foregoing Agreement was acknowledged before me, this 24th day of ~~September~~ FEBRUARY, 2011, by DAN BELLONS as _____ of **ST. MICHAEL, LTD.**, a Florida limited partnership, on behalf of said partnership, who is personally known to me or who has provided _____ as identification.



Laura L. DiSalvo
Notary Public, State of FLORIDA
Type or Print Name: LAURA L. DISALVO
Commission Expires: _____



MESTDAGH & WALL
ATTORNEYS & COUNSELORS AT LAW

Alexandre M. Mestdagh, Esq.
Steve Wall, Esq.
Cory B. Suter, Esq.
David J. Kohs, Esq.
Mark A. Grimes, Esq.
*David B. Falstad, Esq.
*Of Counsel

January 3, 2016

VIA EMAIL: jbriggs@cityofwinterpark.org
City of Winter Park
Planning and Zoning Department
c/o Jeff Briggs
401 South Park Avenue
Winter Park Florida

RE: Winter Park Real Estate Advisors Inc.
Request to amend the Comp Plan and Zoning Map
as to 11 feet to the East of 326 and 354 Hannibal Square East, Winter Park, FL 32789
and 463 & 455 W Lyman Avenue, Winter Park Avenue, FL 32789; 465 Hannibal Square
East, Winter Park FL 32789.

Dear Mr. Briggs:

Our firm represents ORC Hannibal Square, LLC and ORC Hannibal Square II, LLC. This letter is being sent in response to a request by Winter Park Real Estate Advisor Inc. ("WPRE") to amend the City's Comprehensive Plan and Zoning Map to accommodate WPRE's proposed nine (9) unit townhome project at the above-noted properties, and to the City's staff report to the P&Z Board dated January 3, 2017.

Our clients are the owners of the properties comprising 400, 430 and 444 W New England Avenue, located directly north of WPRE's proposed project. Our clients (and WPRE as owner of Lot 11) are the successor developers under the Developer's Agreement dated November 19, 2001, as amended by that First Amendment to the Developer's Agreement dated February 24, 2011 (collectively, the "Developer's Agreement").

Under the Developer's Agreement, the south portion of our client's property, along with the City's 14 foot alley located directly south of our client's property, provide easement rights for one-way ingress and egress from Virginia Avenue to Hannibal Square East. Parking spaces flank the north and south sides of the easement. To accommodate the proposed WPRE project, an amendment to the Developer's agreement is being proposed. (This is confirmed in the City's Staff Report, which states that "there is a Development Agreement that pertains to that alley for which an Amendment is proposed.")

As a party to that Developer's Agreement, our clients oppose this proposed amendment to the Developer's Agreement. Our clients' opposition is based on the following:

First, the WPRE project, as currently proposed, would eliminate parking spaces from the alley and make the alley the primary point of ingress/egress for the majority of the WPRE townhomes. Specifically, the current proposal would eliminate three parking spaces on the south side of the easement which would be replaced by a entryway for ingress/egress to WPRE's project. Currently, the alley and its adjacent parking spaces are being utilized at or near capacity, and the removal of the three spaces would be detrimental to our clients and their tenants. (The proposed relocation of the three spaces being to the metal grate area is an area already accounted for parking.) Our clients also believe that adding a primary access point to the alley for a separate residential project will only worsen traffic and cause potential parking conflicts for our clients' tenants. Such a proposition in fact seems unsafe and ripe for traffic collisions. Such a change would also impair our clients' ability to renew and enter into new leases with tenants, who expressly rely on the alley and parking.

Second, the proposed amendment to the Developer's Agreement proposes the joint use of our clients' dumpster. Increased use of the dumpster would likely require the installation of a larger dumpster, something which does not seem practical given the already limited space in the alley. Further, our clients believe that such dumpster would be an eyesore and would overburden our client's property and amenities.

Third, and possibly most importantly, entering into any amendment to the Developer's Agreement will require our clients to obtain subordinations from their respective lenders. The loans are CMBS loans, and obtaining approval for an amendment would involve a difficult process going through the loan servicers.

Finally, Developer's Agreement was a collaboration between the Original Developer and the City to provide sufficient parking for the Original Developer's mixed-use development project along New England Avenue, as reflected in the Parking Plan attached to the Developer's Agreement. Nowhere does the Developer's Agreement speak to the use of the alley for access to WPRE's property. To the contrary, the "Whereas" clause on page 2 of the Developer's Agreement, states, "the City wishes to encourage and facilitate the development of appropriate parking areas in the New England Avenue Corridor and to afford opportunity for the redevelopment of the New England Avenue Corridor by private enterprise in accordance with Section 163.345, Florida Statutes." If the Developer's Agreement had contemplated inclusion of the WPRE's property on Lyman Avenue, it would not have included this reference to only the New England Avenue Corridor. It would not have required also for the original developer to construct a brick wall along the south boundary of the easement to separate the properties. For this reason, it is our client's position that the proposed development of the WPRE's project should stand on its own.

It should be noted that at no point in time has the City engaged our clients about amending the Developer's Agreement. We point out that, per Section 7 of the Developer's Agreement, it may only be "amended or terminated by mutual consent of the City and Developer, in writing." For this reason, it is our clients' position that the proposed development of the WPRE project cannot proceed until the above-mentioned concerns are addressed.

It should be further noted that our clients do not oppose the development of WPRE property. However, they believe that such development should be done in such a manner that it will not adversely impact our clients' rights under Developer's Agreement and the values of their properties.

If you have any questions or wish to discuss this further, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alexandre M. Mestdagh', with a stylized, cursive script.

Alexandre M. Mestdagh

--

cc:

Client (via e-mail)

Rebecca Wilson, Esq. (Rebecca.wilson@lowndes-law.com)

December 29, 2016

**TO: Winter Park, Planning and Zoning Board and Staff and City Commission
And the CRA BOARD APPOINTEES**

**FROM: Forest Michael, Neighbor and Property Owner
358 West Comstock Avenue, Winter Park, FL 32789**

Dear Planning & Zoning Commissioners, and City of Winter Park, and CRA Board Appointees

This letter is in **OPPOSITION** of the **"Lyman Square Project"** by applicant Winter Park Real Estate Advisors, Inc / Robert Moore- Owner, Paul Bryan, Nancy Rossman and others' attempting to amend the Comprehensive Plan and rezone R1A property.

Requests to the City of Winter Park:

- 1. Cease the infringement of Mrs. Franklin's and other neighbor's property rights as solid Winter Park residents and tax payers. Do not destroy our quality of life.**
- 2. Do not rezone any more lots in the Hannibal Square Community. Enough already.**
- 3. Do no rezone any lots on the Lyman Square project.**
4. This similar project by the Owens developer was only recently turned down by P&Z in 2016 and why should it be allowed to be reconsidered so soon after further inconveniencing existing residents?
5. Do not amend the FLUM as is currently approved.
6. Cease the too regular city staff recommended **"redevelopment"** of the historic 1881 Hannibal Community by developers destroying the current resident's quality of life.

Please note:

- **Developer stated they would present their plans to current residents but they would have to drive to a Maitland office which presented a hardship to many.**
- **Developer did not listen when many neighbors said "No rezoning of R1A lots."**
- Lyman Square Project does not fit the character of the-Hannibal Square designated area of unique historical interest. This is Taxation without representation.
- Owner Robert Moore purchased properties 354 Hannibal Square East, 463 and 455 West Lyman Ave as R1-A properties they should be developed as R1-A.
- Lyman Square Project embeds on the Environmental Critical Areas - refer to areas that are ... socially, culturally and geologically sensitive as declared by law.
- Lyman Square project Robert Moore-owner/Winter Park Real Estate Advisors conversations are bias against existing residents regarding redevelopment and rezoning.

As community stakeholder, it is imperative that we conserve what's left our residential R1-A community as R1-A. Opposition has been repeatedly stated from Hannibal Square-West Side Residents. **Draw the line in the sand.** These city staff supported developers wanting to build High Density development do not fit with the character and scale of the existing neighborhood. **I ask city and CRA representatives to please stop your incessant support of redevelopers in the 1881 Hannibal Square Community. The "CRA Blight" has been "cured" thank you.**

Respectfully requested,

Forest Gray Michael, your neighbor and property owner

PS: how would you like this proposal next to your home? There is NO precedence for this.

January 2, 2017

Attn: Lisa Clark
City of Winter Park Planning & Zoning Dept.
401 S. Park Ave.
Winter Park, FL 32789

CC: Dori Stone
Jeff Briggs
Planning & Zoning Board Members

Reference: P&Z Board January 3, 2017 agenda Lyman Ave Rezoning - Opposition for Re-Zoning to continuing to recommend approval of up zoning R1-A properties on Lyman Ave to R2 density setting a precedent to future diminished the R1-A Single Family character of this community.

Happy New Year to Each of You! I pray that 2017 we will see the City Of Winter Park protecting what is left of the R1-A Single Family designation of this community!

I am a resident of this community and continue to ask/encourage you to protect what is left of the single family of R1-A designation within this community.

I/we are not against smart development but am opposed to the rezoning of R1-A to a higher density:

- Just to build a larger home with a developers agreement (this potentially can also be applied anywhere in the city), why would you approve something like this? Please refer back to January 2016 staff report which was well stated as to why you should not be changing zoning per every request setting a precedent by doing this!

REQUEST OF WINTER PARK REAL ESTATE ADVISORS INC. TO: AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE MAP FROM SINGLE FAMILY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL ON THE ELEVEN FEET TO THE EAST OF 326 HANNIBAL SQUARE, EAST AND TO CHANGE FROM CENTRAL BUSINESS DISTRICT TO MEDIUM-DENSITY RESIDENTIAL ON THE PROPERTY AT 354 HANNIBAL SQUARE, EAST AND FROM SINGLE FAMILY RESIDENTIAL TO LOW DENSITY RESIDENTIAL ON THE PROPERTIES AT 463 AND 455 WEST LYMAN AVENUE.

- On this request: *I am not opposed to the change from Central Business District to R3 zoning fronting Hannibal East*
- *However I am opposed to the request from R1-A to R2 fronting Lyman Ave.*

REQUEST OF WINTER PARK REAL ESTATE ADVISORS INC. TO: AMEND THE ZONING MAP TO CHANGE FROM SINGLE FAMILY RESIDENTIAL (R-1A) DISTRICT TO MULTIPLE FAMILY RESIDENTIAL (R-3) ZONING ON THE ELEVEN FEET OF PROPERTY TO THE EAST OF 326 HANNIBAL SQUARE, EAST AND TO CHANGE FROM COMMERCIAL (C-2) ZONING TO MULTIPLE FAMILY RESIDENTIAL (R-3) ZONING ON THE PROPERTY AT 354 HANNIBAL SQUARE, EAST AND FROM SINGLE FAMILY RESIDENTIAL (R-1A) ZONING TO LOW DENSITY RESIDENTIAL (R-2) ZONING ON THE PROPERTIES AT 463 AND 455 WEST LYMAN AVENUE.

- On this request: *I am not opposed to the change from Central Business District to R3 zoning fronting Hannibal East*
- *However I am opposed to the request from R1-A to R2 fronting Lyman Ave.*

REQUEST OF WINTER PARK REAL ESTATE ADVISORS INC. FOR: CONDITIONAL USE APPROVAL TO REDEVELOP THE PROPERTIES AT 326 AND 354 HANNIBAL SQUARE, EAST AND AT 465; 463 AND 455 WEST LYMAN AVENUE WITH A NINE UNIT, TWO AND THREE STORY RESIDENTIAL PROJECT, PROSPECTIVELY ZONED R-3 AND R-2; PROVIDING FOR CERTAIN EXCEPTIONS AND FOR A DEVELOPMENT AGREEMENT.

- On this request: *I am not opposed to the change from Central Business District to R3 zoning fronting Hannibal East*
- *However I am opposed to the request from R1-A to R2 fronting Lyman Ave.*
- *Opposed to Conditional Use for 3 story residential fronting Lyman Ave.*

We continue to witness the inch by inch, block by block changes based upon the developer's requests! When the developers purchase the property they are well aware of the zoning and make a choice to design something other than what the zoning permits!

You talk about the drawing the line in the sand but we must have obviously had a Wind Storm in this community because it keeps disappearing solely per the requests of developer & potential developers.

Please protect what is left of the R1-A single family designation in this community as you protect the other communities in the City of Winter Park, we are also residents and tax payers.

Respectfully Submitted,

Mary R. Daniels, Resident

December 29, 2016

Maria Bryant/H-Mob Properties LLC
331 W. Lyman Ave
400 W. Lyman Ave
827 W. Lyman Ave
450 S. Virginia Ave
Winter Park, FL 32789

Dear Planning & Zoning Commissioners,

I write this letter in great opposition of the Lyman Square Project applicant Winter Park Real Estate Advisors, Inc / Robert Moore- Owner attempt to AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE MAP TO CHANGE FROM SINGLE FAMILY RESIDENTIAL (R-1A) DISTRICT TO MEDIUM DENSITY MULTIFAMILY RESIDENTIAL (R-3) DISTRICT ZONING ON THE ELEVEN FEET OF PROPERTY TO THE EAST AND TO CHANGE FROM COMMERCIAL (C-2) DISTRICT ZONING TO MEDIUM DENSITY MULTIPLE FAMILY RESIDENTIAL (R-3) DISTRICT ZONING ON THE PROPERTY AT 354 HANNIBAL SQUARE, EAST AND FROM SINGLE FAMILY RESIDENTIAL (R-2) DISTRICT ZONING ON THE PROPERTIES AT 43 AND 455 WEST LYMAN AVENUE

- **This project has been approved by Staff recommendations prematurely the official Comprehensive Plan has been sent off but not approved at this time.**
- **Does not help Hannibal Square community move into the right direction. Lyman Square proposed project encroaches on Senior citizens exasperating their quality of life.**
- **Lyman Square Project does not fit the character and scale of this-Hannibal Square designated area of unique historical interest.**
- **Seniors Taxation without representation.**
- **Owner Robert Moore purchased properties 354 Hannibal Square East, 463 and 455 West Lyman Ave as R1-A properties they should be developed as R1-A Single residents.**
- **Lyman Square Project embeds on the Environmental Critical Areas- refer to areas that are ecologically, socially, or geologically sensitive as declared by law.**
- **Public Notice not received by all property owners impacted within 500 ft of proposed Lyman Square Project.**
- **Lyman Square project Robert Moore-owner/Winter Park Real Estate Advisors conversations are bias regarding potential development. NO discussions were had with community stakeholders, property owners, contiguous property owner and black Hannibal residence only David Weekly Townhome residence.**
- **Winter Park Real Estate Advisors, Inc are the same group that Staff approved with an extension for 125 S. Interlachen conditional use Feb 3, 2015 this same project has is still delayed due to parking issues and building contractors not able to park and bring in material. In other word poor planning.**
- **This is not the type of scenario that is beneficial nor healthy for our seniors and property owners and residence on Lyman Ave/Virginia Ave.**

As community stakeholder, educator, graduate of Rollins College and Graduate Student at Stetson University and future land builder it is imperative that what's left of our residential R1-A community remains intact and remained zoned R1-A. This request has been repeatedly requested from Hannibal Square-West Side Residents but continuously ignored. This malicious intent to continue to gentrify **original Hannibal Square/ West Side property owners and residents** needs to cease and draw the line in the sand. These city supported monopolies to build High Density development that does not fit the character and scale of the existing neighborhood that benefits the city's financial gain but not the environment or ALL residents.

Thank you for your time and attention in this matter.

Yours truly,

Maria Bryant
Property Homeowner