



city commission agenda

Regular Meeting

April 10, 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. Alison Harrity, St. Richards Episcopal Church Pledge of Allegiance

3 Approval of Agenda

4 Mayor's Report

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

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
	a. Presentation – FDOT Active Arterial Management (AAM) Program	15 minutes
8	Citizen Comments 5 p.m. or soon thereafter (if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting) (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	
9	Consent Agenda	*Projected Time *Subject to change
	a. Approve the minutes of March 27, 2017. b. Approve purchase: PR161820 to Asphalt Paving Systems, Inc. for micro-surfacing various roads; and authorize the Mayor to execute piggyback contract (Polk County Contract #15-601); \$121,555.65. c. Appoint Kyle Dudgeon, CRA Manager as the alternate to SSNOCWTA to replace Abby Gulden. d. Approve a renewal of the Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement 2017 between the Winter Park Police Department and the Sheriff of Orange County. e. Approve the execution of the HuntonBrady Architects agreement for the design of the new library, events center and parking garage; \$2,283,850. PULLED FROM AGENDA	5 minutes
10	Action Items Requiring Discussion	*Projected Time *Subject to change
	a. Appointment of Vice Mayor	5 minutes
	b. Sale of 301 W. Comstock Avenue	20 minutes
11	Public Hearings	*Projected Time *Subject to change
	a. <u>Request of Deshpande, Inc.:</u> - Ordinance – To amend the “Comprehensive Plan” Future Land Use map to change from a Single Family Future Land Use Designation to Low Density Residential at 524 Country Club Drive (2) - Ordinance – To amend the Official Zoning Map from Single Family Residential (R-1A) District to Low Density Residential (R-2) District zoning at 524 Country Club Drive (2)	15 minutes
	b. <u>Request of Z Properties Group:</u> - Subdivision or lot split approval to divide the property at 200 Oakwood Way, zoned R-1AA, into two single family building lots	40 minutes
	c. Resolution – Approving a Party Membership Agreement and its incorporated Interlocal agreement in order to join the Florida Green Finance Authority’s Property Assessed Clean Energy (PACE) Program	10 minutes

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|---|---------------------------|------------|
| d. Ordinance – Vacating and abandoning a portion of the right-of-way of Benjamin Avenue, Home Acres (Ravaudage) (1) | PULLED FROM AGENDA | 10 minutes |
| e. Ordinance – Relating to Communications Facilities (1) | | 15 minutes |
| f. Ordinance – Amending Chapter 62, Offenses and Miscellaneous Provisions by creating Article IX relating to drone regulations and privacy protections and creating Section 62-196 regarding drone restrictions and regulations (1) | | 30 minutes |
| g. Fee Schedule to be effective April 11, 2017 | | 10 minutes |

12 City Commission Reports

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

- a. Commissioner Seidel
- b. Commissioner Sprinkel
- c. Commissioner Cooper
- d. Commissioner Weldon
- e. Mayor Leary

10 minutes total

appeals & assistance

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

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



city commission agenda item

Item type	Non-Action Item	meeting date	April 10, 2017		
prepared by	Butch Margraf	approved by	<input type="checkbox"/>	City Manager	
department	Public Works		<input type="checkbox"/>	City Attorney	
division	Engineering		<input checked="" type="checkbox"/>	N/A	
board approval		<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N/A	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

A presentation by FDOT of the Active Arterial Management (AAM) program currently being implemented along 17-92. This is a brief explanation of how the AAM program works, the goal of the program, and to answer questions about the program.

recommendation

Continue to work with the FDOT to implement, monitor, and improve the AAM program in the City of Winter Park along the 1792 corridor for safer and more efficient traffic flows.

background

Two years ago the City approached the FDOT offering to partner with them on smart traffic signalization in Winter Park to improve traffic operations along 1792. Several large projects, Ravaudage, Whole Foods Development, Lakeside Crossings, and the Kmart property redevelopment, were coming or already under construction. An adaptive traffic signal system was being evaluated and planned to improve traffic flows in the 1792 corridor. The developers of these projects would contribute money to offset impacts of new development traffic. Upon working with the FDOT this partnership evolved away from adaptive signalization to the AAM program.

alternatives | other considerations

Adaptive Traffic Signal operation was considered first. Through early evaluations it was determined adaptive signalization was not the best choice for this type of traffic and corridor.

fiscal impact

The City purchased software and equipment to update traffic signal controller firmware that increases the number of functions that can be conducted remotely from a Traffic Command Center (TMC). The FDOT is currently funding the AAM program in the 1792 corridor.

REGULAR MEETING OF THE CITY COMMISSION
March 27, 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 Reverend David Miller, First United Methodist Church, 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
Asst. City Manager Michelle Neuner - 9:00

Oath of Office

The Oath of Office was administered to re-elected Commissioner Greg Seidel (Seat 1) by Reverend John Williams of Ward Chapel African Methodist Episcopal Church; and to re-elected Commissioner Sarah Sprinkel (Seat 2) by her husband George Sprinkel.

Approval of the agenda

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

Mayor's Report

a. Proclamation – Allen Trovillion Day

Mayor Leary presented Allen Trovillion (former Mayor from 1962-1967) with a proclamation proclaiming March 27, 2017 as Allen Trovillion Day. The front porch of City Hall was named Trovillion Porch in his honor. He was presented with a rocking chair with a plaque like the ones being placed at City Hall. Mr. Trovillion spoke about his past and growing up in Winter Park and was joined by many of his family members.

b. Legislative update

Mayor Leary reported that he traveled to Tallahassee with City Manager Knight to meet with their state legislators. He spoke about the legislation at the state level regarding home rule powers where there is an attempt to take authority back from cities to put at the state level. He stated the League of Mayors, the League of Cities and others are currently in discussions with our legislature and Governor's office to try to make sure this does not pass.

Mayor Leary spoke that locally, they discussed the opportunity to purchase wetlands in the City (40-50 acres) that the State last year through Senate President

Gardner and other local officials was able to allocate funding for which is still available. They are hoping to have a resolution in the coming months to secure additional wetlands and greenspace they could possibly turn into trails or navigable waterways. Commissioner Cooper spoke about bills on the table that limit the City's ability to collect revenue and limit our home rule authority.

City Manager's Report

Commissioner Cooper inquired about the bond offering to the community. City Manager Knight stated they are still working through that to determine if it can be done.

City Attorney's Report

Attorney Ardaman reported that the Library/Events Center remaining litigation in court has granted their Motion to Dismiss of the Petitioner's Committee lawsuit.

He stated a draft of the drone ordinance was provided to the Commission and that it should proceed forward if the Commission agrees based on comments and submission to the FAA.

He spoke about the previous charitable organization discussion and that they may be able to use an existing organization to allow donors that wish to donate to City related projects. He will be providing this along with other alternatives. Commissioner Cooper asked that when this brought forward that the Attorney provide what other cities have these and how that works in their cities.

Mayor Leary inquired about 'For Lease' signs posted in front of buildings that are occupied and if there is anything in the code that addresses those where they can be removed or address the property owners. Fire Chief White (Code Compliance) asked that those addresses be forwarded to him. He said that it is a flexible situation where they may not have completely leased out all their spaces but that size and placement on the roadway needs to be reviewed.

Non-Action Item

a. Presentation of Comprehensive Annual Financial Report (CAFR)

Finance Director Wes Hamil addressed the CAFR. He introduced Dan O'Keefe of Moore Stephens Lovelace CPA's and Advisors who summarized the audit and the process.

Action Items Requiring Discussion

No items.

Consent Agenda

- a. Approve the minutes of March 13, 2017.
- b. Approve the following contracts:
 1. Geosyntec Consultants, RFQ-4-2017, Continuing Contract for Professional Stormwater Management & Design Services; and authorize the Mayor to execute contract.
 2. Singhofen & Associates, Inc., RFQ-4-2017, Continuing Contract for Professional Stormwater Management & Design Services; and authorize the Mayor to execute contract.
 3. Kimley-Horn, RFQ-6-2017, Continuing Contract for Professional Transportation Planning & Engineering Services and authorize the Mayor to execute contract.
 4. Amendment No. 1 with AVCON, Inc., RFQ-15-2015, FDOT LAP Continuing Services Contract for Engineering & Design Services and authorize the Mayor to execute renewal.
 5. Amendment No. 1 with Comprehensive Engineering Services, Inc., RFQ-15-2015, FDOT LAP Continuing Services Contract for Engineering & Design Services and authorize the Mayor to execute renewal.
Amendment No. 1 with Kelly, Colling & Gentry, Inc., RFQ-15-2015, FDOT LAP Continuing Services Contract for Engineering & Design Services and authorize the Mayor to execute renewal.

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.

Public Hearings:

- a. Request of Deshpande, Inc.:

Attorney Ardaman read all ordinances by title. This was a simultaneous public hearing.

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF SINGLE FAMILY RESIDENTIAL FUTURE LAND USE TO LOW DENSITY RESIDENTIAL ON THE PROPERTY AT 524 COUNTRY CLUB DRIVE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. First Reading

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE SINGLE FAMILY RESIDENTIAL (R-1A) DISTRICT ZONING TO LOW DENSITY RESIDENTIAL (R-2) DISTRICT ZONING ON THE PROPERTY AT 524 COUNTRY CLUB DRIVE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. First Reading

To amend their preliminary subdivision plat encompassing the current lakefront properties at 524/532/600/604 Country Club Drive to revise the lot size dimensions of the proposed six lakefront lots and include a common area lakefront tract.

Planning Manager Jeff Briggs explained that this lot (524 Country Club Drive) was zoned Single Family R-1A and the balance of the properties are zoned R-2. He addressed the hearing last month with the 31 lot subdivision and that this one property was zoned Single Family and the remainder of the R-2 lots were being divided. He spoke about the request to change the land use and zoning (R-1A to R-2) on this one property. He stated this does not change the unit density but is allowing the extra square footage to create the 20' lake access strip that would allow the residents to enjoy the lake. He explained why the plat is being amended because of the reshaping of the lots with the rezoning. He also explained the P&Z approval and the recommendation to limit the FAR to 1/2 of the increase making the home only 500 square feet larger. He stated the Lakes and Waterways Board will be approving anything related to boat ramps or gazebos.

Mr. Briggs answered Commission questions regarding the use of residents for lake access, restrictions if the property was not rezoned, and setbacks.

Representing the applicant, Tara Tedrow of the Lowndes Drosdick Doster Kantor & Reed Law Firm summarized the background of the project including the preliminary plat approval on February 27, the zoning, and the future land use approval of all lots except 524 Country Club Drive. She displayed the site plan, the location and zoning of the properties. Ms. Tedrow addressed the criteria for approval, their request to amend the future land use map and to rezone the property, the revised lot dimensions, and the lake access. She stated the developer is responsible for determining access rights for the neighbors and that the developer will grant lake access to those in the subdivision and those owners with historical access rights if the owners opt into the homeowners association to gain access rights, or execute agreements to gain access rights.

Ms. Tedrow concluded that they are requesting to amend the Future Land Use Map to Low Density Residential and to rezone to R-2 for 524 Country Club Drive (Lot 9) subject to staff condition of approval for the FAR restriction of 49% and to amend the lot dimensions for Lots 4-9 on the approved Preliminary Subdivision Plat. She also commented that this complies with code criteria. Ms. Tedrow addressed questions of the Commission. Randall Slocum, Slocum Architects spoke about the setbacks.

Motion made by Commissioner Sprinkel to accept the comprehensive plan ordinance on first reading; seconded by Commissioner Seidel.

Motion made by Commissioner Sprinkel to accept the zoning ordinance on first reading; seconded by Commissioner Seidel.

Motion made by Commissioner Sprinkel to amend the preliminary subdivision plat encompassing the current lakefront properties at 524/532/600/604 Country Club Drive to revise the lot size dimensions of the proposed six lakefront lots and include a common area lakefront tract; seconded by Commissioner Seidel.

Motion amended by Commissioner Cooper that we incorporate all the verbal commitments from the applicant this evening (day use on the dock; and availability to all homeowners in the neighborhood that they could participate in either the homeowners association or an agreement (waiver) to use the access; seconded by Commissioner Seidel.

David Robold, 612 and 518 Country Club Drive, spoke in opposition to the request because of setback concerns and lake access.

Peter Gottfried, 1841 Carollee Lane, stated he wanted to make sure the applicant is contributing to the parks fund toward a trail in the neighborhood that takes them to the new development on Lee Road. It was clarified that was approved at the February meeting. Mr. Briggs clarified that in substitute for the fee they created the open space retention track to provide open space for the residents.

Commissioner Weldon asked regarding the setbacks available to Mr. Robold's property and if they would automatically accrue the same setback as Lots 5-8. Mr. Briggs explained the process on lakefront lots. Commissioner Weldon stated if Mr. Robold has the intention of improving his property in the future that it would seem reasonable that he be afforded a setback equal and also appropriate to the other lakefront lots.

Mr. Robold stated that is not reasonable because he does not have any intention to improve his property and intends to stay there. He expressed concerns with having two large homes on both sides with walls that would be his view and that his current open space would be impacted. Commissioner Weldon stated this should be resolved at the Lakes and Waterways Board meeting review of the lakefront independent of the Commission's approvals.

Ms. Tedrow stated they will be compliant with code requirements when they go before the Lakes and Waterways Board so when the final lot design is done they will have the exact layout of the homes on the lots because they are still trying to accommodate tree preservation on a lot by lot basis. Concerning the setbacks, they will look at the average of the homes within 200' of the subject property. Mayor Leary stated the Commission would appreciate working with the homeowner that is most affected.

Other discussion ensued regarding how they are going to control who can have access to the lake. Ms. Tedrow agreed at the second reading of the ordinances to provide a list of properties that would be eligible to use the boat ramp and have access.

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

Upon a roll call vote on the comprehensive plan ordinance, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

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

Upon a roll call vote on the approval of the preliminary subdivision plat, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

Public Comments (Items not on the agenda)

Michael Johnson, 312 Tangerine Street, Altamonte Springs, spoke about an incident in the media concerning a Rollins College professor and student and freedom of speech.

- b. RESOLUTION NO. 2181-17: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, TO EXECUTE A PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO PROVIDE SECTION 5309 EARMARK GRANT FUNDING ENABLING THE CITY OF WINTER PARK TO MITIGATE TRESPASSING AND SAFETY HAZARDS.

Attorney Ardaman read the resolution by title. Assistant Public Works Director Don Marcotte explained the intent of the resolution.

Motion made by Commissioner Cooper to adopt the resolution; seconded by Commissioner Weldon.

Mary Grace Gordon, 550 Holt Avenue, asked that this be extended to Pennsylvania Avenue because of safety concerns at the railroad track. No other 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.

- c. Request of Oppidan Holdings LLC: Conditional use approval to build an Orchard Supply Hardware Store on the current site of the Aloma Bowl at 2530 Aloma Avenue, zoned Commercial (C-3) and providing for certain exceptions and a development agreement, if required.

Planning Manager Jeff Briggs explained the request to redevelop the property with a new Orchard Supply Hardware store. He spoke about the Planning and Zoning Board condition regarding a new monument sign (lower scale), displayed an aerial of the property showing the current layout and the lack of parking at the site. He addressed the parking needs of the Panera Bread and that they have 24 extra parking places whereby an agreement has been reached with them to obtain an easement to park on that property so they reach the parking numbers similar to the variance approved for the Orlando Avenue store.

Mr. Briggs addressed the conditions imposed by the Planning and Zoning Board as to the specifics of how to accomplish that. He stated they need a total of 135 spaces based on allocations; they have 87 spaces on site, 24 offsite at the Panera Bread property which now requires a 24 space variance. He addressed condition #4 imposed by the P&Z Board that our City Attorney expanded on so any action to approve would require the approval of the revised condition #4. Discussion ensued regarding the number of spaces being potentially utilized during the business hours.

Attorney Becky Wilson, Lowndes Drosdick Doster Kantor and Reed Law Firm presented the request. She stated their engineers and architect are also present. Ms. Wilson provided a PowerPoint presentation concerning the location, zoning, existing site, the existing use, parking easements, parking study, architecture, view from the street, and their request for final CUP approval with conditions.

After further discussion and comments, **motion made by Commissioner Cooper to approve an Orchard Supply provided they can meet our code requirements for parking on their site.** Mayor Leary clarified the code. She stated she is comfortable with dedicated parking at Panera Bread, but not with shared parking. Mr. Briggs clarified they can legally count the 24 spaces at Panera and have another 24 space deficit (requiring a variance). Commissioner Cooper clarified that she is willing to approve 24 spaces but not 48 spaces. **Motion was withdrawn.**

Commissioner Weldon provided comments regarding the signed petition to keep Aloma Bowl and that the Commission has to follow the law and cannot deny a project only to compel the current owner to continue to operate the Aloma Bowl. He urged the petitioners to direct their petitions to the owner and operator of Aloma Bowl; not to the City. He stated if this request is denied the reasons can only relate to a determination that the request does not meet the requirements of our codes and that the owner of Aloma Bowl will retain the freedom to do what they want to for their property.

Motion made by Commissioner Weldon that this project is approvable provided the applicant meets the entire City parking code requirements as written; seconded by Commissioner Cooper. Mayor Leary clarified the approval is conditioned on finding an additional 24 parking spaces or downsize the building. (see revised motion below)

Motion amended by Commissioner Seidel that the developer be required to make a connection to Balfour for an exit at the signalized roadway. Motion failed for lack of a second.

Motion amended by Commissioner Seidel to have the building located towards the front of the property to follow the village character that our vision plan has put in place for the City of Winter Park. Motion failed for lack of a second.

Discussion ensued that the main motion is to deny if the applicant finds it unacceptable. Ms. Wilson clarified the Commission agrees with using the Panera Bread 24 spaces but is uncomfortable with them using the second 24 spaces at the dentist office. She explained when they would be utilizing those spaces and that this would meet code at the peak times. Commissioner Weldon encouraged them to come back after the other Orchard Supply in the City opens and prove that the actual requirements are in conformance with what they claim it is. He stated that would be a substantiated new argument in favor of reconsideration.

Motion made by Commissioner Weldon to deny based upon non-compliance that the proposed plan meets or exceed all other applicable minimum standards and requirements as set forth (variance for parking); and that the site plan provides onsite parking to meet the code required and expected demands of the proposed use (variance for parking); seconded by Commissioner Cooper to accept the revised motion.

The following spoke in opposition to the request: Danielle Allison, 722 Carnation Drive (provided a PowerPoint presentation); and Susan Kragh, 1024 Tuscany Place.

Ms. Wilson was allowed the opportunity to respond to comments. Executive Vice President, CPH, engineer of record for the project provided traffic numbers. The process to be followed if they come back with a revised plan was discussed. Attorney Ardaman stated it would be a new application so that process needs to be followed.

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

Recess

A recess was taken from 6:36 – 6:54 p.m.

- d. Request of Villa Tuscany Holdings, LLC: Conditional use approval to build a three story, 41,352 square foot, 24 unit, 51 bed, Memory Care Facility at 1298 Howell Branch Road, zoned Multi-Family Residential (R-3), providing for certain exceptions and for a development agreement, if required.

Planning Manager Jeff Briggs addressed the conditional use request. He spoke about the parking requirements that meet the requirements based on the code regarding assisted living, landscaping, walls, variances, height of the building, and architecture of the building and that the project will have all turning movements in and out at the traffic light to ensure safety at the sight. He stated that the Planning and Zoning Board approved this project with conditions. Mr. Briggs spoke about what could be built there if this is not approved. He answered questions regarding the lakefront setback, parking at the location, the square footage of the corner points within the 25' setback, and the existing weir between the lakes.

All Commissioners and the Mayor disclosed conversations prior to the meeting with various staff, applicant, and residents.

Attorney Becky Wilson, representing the applicant, provided a PowerPoint presentation showing property context photographs of commercial uses on the north side of Howell Branch Road, the east of property along Temple Drive, and residential south and west of the property; the property location and zoning, comprehensive plan and zoning, the use and need in Winter Park, the P&Z Board approvals, the site plan, building size, front yard setback, architecture (front and rear perspective), view of site from across Lake Temple, response to neighborhood concerns, additional proposed conditions, and their request of the final CUP with staff and owner conditions.

Commissioner Cooper expressed concerns with providing ample parking spaces for those that drive. Ms. Wilson stated vehicles are not allowed (will be a part of the developer's agreement). Commissioner Sprinkel spoke about her struggle with this request and placing conditions on who can live there depending on the seriousness of their memory care. She expressed concerns with not having enough parking for visitors and building this facility close to the R-1 zoned neighborhood because of the large size of the building. She also addressed the people across the lake having to look at the building and asked about building a structure so it is not visible.

Motion made by Commissioner Sprinkel to deny the conditional use approval because of non-compliance with: the proposed plan being inconsistent with Policy 1-3.8.6 of the comprehensive plan, the proposed plan not meeting all applicable minimum standards and requirements as set forth (front setback); and that the building size, floor area ratio, height and mass are not compatible and consistent with the scale and character of the immediate neighborhood; and that parking is not in compliance with the lakefront setback; seconded by Commissioner Cooper.

Ms. Wilson addressed questions of the Commission regarding saving trees, size and scale of the building and the view from the lake.

Commissioner Weldon stated he supports the use of the property but believed this building in its current form is not compatible with the other two story buildings that are present along Howell Branch Road. He stated he wants to work to make this

happen and the use for the neighbor's benefit is benign compared to what can be built with townhomes. He stated if the stories and height were lowered he would be interested in looking at variances that would allow them to do what they need to do within that kind of massing.

Mayor Leary addressed his challenge with the request because of being part of a residential neighborhood and not being compatible with the neighborhood. He reiterated the fact that other projects could be built there that could have a greater impact. Commissioner Cooper agreed with the use but had an issue with compatibility with the neighbors, the setback from the lake, and that the project is too large for the site.

Motion made by Commissioner Weldon to table this item with the understanding that it will come back with a project that is no more than two stories and 30' high and the limitation on the occupancy and residents to be as stated in the condition offered by the applicant that was edit by our City Attorney (the Villa Tuscany facility shall be licensed only as an assisted living facility under Florida Statutes and the resident population shall be limited to the treatment and care for adults primarily with Alzheimer's disease or a related dementia or memory disorder and such the resident population will specifically exclude those undergoing drug or alcohol rehabilitation and/or mental health treatment; and that no resident shall be allowed to bring their own vehicles to the facility) and with the same conditions of the applicant and Planning and Zoning Board. Motion failed for lack of a second.

The following spoke in opposition: Mark and Nancy Freeman (PowerPoint presentation); Bob Halback, 1160 Howell Branch Road; Paul Morgan, 1056 Tuscany Place; Debra Wert, 1621 Via Tuscany; Charlotte Schmitt, 1124 Howell Branch Road; Jim Bogner, 1009 Tuscany Place; Barbara Anderson, 1016 Tuscany Place, Elizabeth Bosserman, 818 Antonette Avenue; David and Sarah Danziger, 1049 Tuscany Place; Barbara Diaz, 1048 Tuscany Place; Jim Kragh, 1024 Tuscany Place; Alie Weber, 303 Sandlewood Trail; Van Bogan, 2456 Via Sienna; Phil Karr (Winter Springs - unknown address); Stephen Coutant, 905 Lakeview Drive; and Susan Block, 1060 Via Morano Court (representing their HOA).

The following spoke in favor: Eric Mock, 2000 N. Semoran Blvd.; Charlie Joseph, 130 Birchwood Drive, Maitland; Robyn Edelstein, 430 E. Packwood Ave., Maitland; Amy Cameron O'Rourke, 202 Quayside Circle, Maitland; Maura Brandes of behalf of Deborah Carroll, 310 E. Morse Blvd.; and Joe Terranova, 151 N. Virginia Avenue.

Following public comments, Ms. Wilson commented that they are happy to go back and take into consideration comments made by the public and the Commission regarding location of the parking. She spoke about people agreeing with the use and if they reassess the site plan and bring it back to the Commission they hope they can come to an agreement.

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

Recess

A recess was taken from 8:49 – 8:59 p.m.

- e. Request of BFC New England LLC: Conditional use approval to construct a three story mixed use building of 52,601 square feet with parking in a basement level on property zoned Commercial (C-2) at 158 East New England Avenue and providing for certain exceptions including setbacks and parking and for approval of a developer's agreement.

Planning Manager Jeff Briggs summarized the conditional use request. He stated that the Planning and Zoning Board was in support of the building with two exceptions that were both supported by staff and the P&Z Board. He addressed the two exceptions/variances: Have a building height of 45' in lieu of the maximum of 40' because the applicant wants to have the floor to ceiling heights necessary for the first floor retail/restaurant spaces, and to achieve the design parameters for the Class A office space on the second and third floors; and for no setback for the third floor of the building along the Knowles Avenue frontage.

Mr. Briggs spoke about the request by the applicant for 122 spaces (25% variance). He summarized the parking at the Bank of America building parking garage and that the applicant has provided 197 fobs who are allowed to utilize the garage at any time via the provision of their lease. He stated there are 90 spaces left open after considering the 197 fobs (all may not be there at the same time). He stated the applicant wants to utilize the 90 spaces towards the parking needs of the new project. He concluded that the proposed project requires 122 parking spaces; they have 57 spaces provided on-site and 90 spaces within the Bank of America parking garage to equal 147 spaces. The applicant asked to be able to use the 25 surplus spaces to allow 100 seats for lunch time use in the restaurants and proposed the use of a valet service to park the cars for the 100 seats. Staff did not support further parking for any daytime restaurant seating. Mr. Briggs addressed the 3-3 vote of the P&Z Board.

In summary, the three variances requested were: 1) use the 3 spaces per 1,000 (staff approved); 2) use the 90 vacant spaces across the street (staff approved); and 3) to allow 244 daytime restaurant seats (36 spaces) (staff denial). Mr. Briggs addressed questions of the Commission regarding parking and setbacks.

Planning Director Dori Stone addressed the need to deal with downtown parking and are in the process of doing a downtown parking strategy to look at City codes and the way parking functions that will be brought back to the Commission for recommendations.

Attorney Mickey Grindstaff, Shutts and Bowen, LLP represented the applicant. Mr. Grindstaff spoke about the P&Z minutes where he disagreed with what was written concerning Mr. Slocum's comment on the last page. He also clarified the number of variances for the project which also included the setback issue on Knowles and the height as well as the parking variances.

Mr. Grindstaff spoke about the other setbacks associated with the project, the history of the Bank of America building and garage, and parking spaces. He stated they have withdrawn their request for daytime/lunchtime parking for the restaurants. He stated if preliminary approval is granted this evening he will be coming back for a final development plan review and that they need feedback from the Commission as to what will be part of the final review. Mr. Grindstaff provided a copy of the draft conditions of approval where they provided suggested language changes.

Daniel Butts spoke about the restaurant lunchtime limitations and nights/weekends regarding seating and parking needs. Discussion ensued concerning future parking needs and employee parking along Park Avenue.

Commissioner Weldon spoke about meetings he had with the applicant, the applicant's attorney and staff. He talked about our codes whereby any new project with the CBD is required to provide their own parking and about the applicant providing parking for all their employees. He inquired whether they are prepared to do that for the 250 Park Avenue building. Mr. Butts stated they will not lease to a tenant that requires more parking than is provided and that all their leases require that all employees have a fob with their information associated with it and are all required to parking within the facility. Commissioner Weldon spoke about the need for the City to start addressing shared parking. Mr. Butts commented about the valet parking that operates on evenings and weekends and they have the ability to utilize the garage during those hours and off business hours. Mr. Butts stated they are willing to commit in agreement what they are already doing for parking for both facilities.

Discussion ensued regarding any considerations for public parking in the garage. Commissioner Cooper addressed the need for a clear definition of Class A Office.

Motion made by Commissioner Sprinkel to approve this with the draft conditions of approval brought forward by Attorney Grindstaff, inclusive of the 5' variance in height, the setback variance, and to work together to develop a parking plan based on comments heard this evening by the Commission; seconded by Mayor Leary.

Motion amended by Commissioner Weldon to include limiting Park Avenue Bank of America building with no lunchtime parking; seconded by Mayor Leary.

Motion amended by Commissioner Weldon that the parking agreement has to allow public access at least during the restaurant hours of operation that are provided by the applicant's Attorney after 4:00 p.m., weekends, holidays and events sanctioned by the City (self-park in addition to valet parking) on a ticketed basis; seconded by Commissioner Cooper.

Motion amended by Commissioner Weldon that the parking agreement includes a requirement for valet parking within one or both the garages during restaurant operations exclusively; seconded by Commissioner Sprinkel.

Motion amended by Commissioner Weldon that the restriction that all employees of the retail office and restaurant components of the project be required by lease agreement to park either in one of the garages, that applies to both the 158 New England Avenue building and the 250 Park Avenue building; seconded by Commissioner Cooper.

Motion amended by Commissioner Cooper to put a cap on restaurant seats of 500; seconded by Commissioner Seidel.

Motion amended by Commissioner Cooper to provide a mutually accepted definition of Class A Office in the development agreement. Motion failed for lack of a second.

The following spoke in opposition to the request: Scott Zimmerman, 210 E. Morse Boulevard; Ruth Heine, 2358 Summerfield Road; Allen Deaver, 306 S. Park Avenue; Michele Massoni-Dubuc, 508 Balmoral Avenue; Bill Rosenfelt, 1400 N. New York Avenue; Pat McDonald, 2348 Summerfield Road; Rick Frazee, 1921 Englewood Road; Carol Rosenfelt, 1400 N. New York Avenue; Elizabeth Bosserman, 818 Antonette Avenue; Joan Cason, 1915 Woodcrest Drive; Sally Flynn, 1400 Highland Road; Kevin Wray (Peterbrooke Chocolatier), 300 S. Park Avenue; John Dowd, 427 N. Phelps Avenue; Peter Gottfried, 1841 Carollee Lane; Ann Higbie (no address). Bee Epley, 151 N. Orlando Avenue did not speak.

Eric Foglesong, 1217 Sharon Place, spoke in favor of the request.

After public comments, Attorney Grindstaff asked for a favorable vote on the motion so they can go back and come up with a development agreement that addresses parking concerns.

After further comments regarding the need to further review all the issues, **motion made by Mayor Leary to table this item; seconded by Commissioner Cooper. 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.**

f. Fee Schedule to be effective April 1, 2017

Finance Director Wes Hamil presented the fee schedule. He spoke about another request not in the packet regarding off-duty police officers rates that they would like to increase.

After Commissioner comments, **motion made by Mayor Leary to table this item until the next meeting; seconded by Commissioner Seidel and carried unanimously with a 5-0 vote.**

City Commission Reports:

a. Commissioner Seidel – Spoke about not undergrounding the first 300' of Fairbanks Avenue; and asked about bonding additional monies to accelerate electric undergrounding. He did not receive support of the Commission.

b. Commissioner Sprinkel – Spoke about another near accident on Cady Way Trail and asked about the status. Assistant City Manager Neuner will review with staff. Commissioner Sprinkel reported she took the Spectrum tour that she recommended and addressed the need to fix the parking situation in the City.

c. Commissioner Cooper – Asked about the two new police officers budgeted. It was clarified they were hired and now there are two additional vacancies.

d. Commissioner Weldon – Asked for a consensus to have a brief work session to discuss the various possibilities on what to do with the bowling alley property on Fairbanks Avenue and how that relates to the parking structure that may be on the library property. It was determined that the MLK Park study is under way.

He stated they need to determine if there is a consensus with using CRA funds for the parking structure at the library relative to the trade-offs of what they do with the land that was purchased on Fairbanks. Mayor Leary expressed the need to see what the Parks Department has thus far regarding the MLK Park study. There was a consensus to have a work session before the next meeting of April 10 at 2:30.

e. Mayor Leary – No report.

The meeting adjourned at 11:38 p.m.

Mayor Steve Leary

ATTEST:

City Clerk Cynthia S. Bonham, MMC



city commission agenda item

item type	Consent Agenda	meeting date	April 10, 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.	Asphalt Paving Systems, Inc.	PR161820 – Micro-Surfacing Various Roads Polk County Contract #15-601	Total expenditure included in approved FY17 budget. Amount: \$121,555.65	Commission approve PR161820 to Asphalt Paving Systems, Inc. for Micro-Surfacing Various Roads and authorize the Mayor to execute piggyback contract.
Polk County issued a formal solicitation to award this contract.				



city commission agenda item

Item type	Consent Agenda	meeting date	April 10, 2017		
prepared by	City Manager	approved by	<input checked="" type="checkbox"/>	City Manager	
department			<input type="checkbox"/>	City Attorney	
division			<input type="checkbox"/>	N/A	
board approval		<input type="checkbox"/> yes <input type="checkbox"/> no	<input checked="" type="checkbox"/>	N/A	final vote
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

Appointment of alternate to the South Seminole North Orange County Wastewater Transmission Authority (SSNOCWTA)

motion | recommendation

Appoint Kyle Dudgeon, CRA Manager as the alternate to SSNOCWTA to replace Abby Gulden.

background

SSNOCWTA was established by the state legislature as the regional transmission authority to transmit wastewater to the Iron Bridge Regional Treatment Facility from Seminole County and the cities of Winter Park, Maitland, Casselberry, and Winter Springs. The statute grants each entity one voting member and one alternate. By statute both the voting member and the alternate are required to be residents of the entity they are representing.

Randy Knight is currently the appointed voting member and Abby Gulden was the alternate. Ms. Gulden has resigned her position with the city and has to be replaced as the alternate.



city commission agenda item

Item type	Consent Agenda	meeting date	April 10, 2017		
prepared by department division	Police Department	approved by	<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> City Attorney	<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A			final vote	
vision themes	<input checked="" 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

Renew Mutual Aid Agreement between the Winter Park Police Department and the Sheriff of Orange County.

motion | recommendation

Motion to sign a renewal of the Mutual Aid Agreement between the Winter Park Police Department and the Sheriff of Orange County.

background

Every four years, the Winter Park Police Department and the Sheriff of Orange County enter into a Mutual Aid agreement. The Mutual Aid agreement allows the Winter Park Police Department to request assistance from the Orange County Sheriff's Office and the Orange County Sheriff's Office to request assistance from the Winter Park Police Department when additional resources are needed or an investigation leads to the other's jurisdiction.

alternatives | other considerations

n/a

fiscal impact

None

**COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT 2017**

WITNESSETH

Whereas, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Intensive law enforcement situations including, but not limited to, emergencies as defined under Florida Statute 252.34; and
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

Whereas, the Sheriff of Orange County, Florida ("OCSO"), and the City of Winter Park, Florida ("City"), have the authority under Florida Statute 23.1225, et seq., the "Florida Mutual Aid Act," to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Provides for rendering of assistance in a law enforcement emergency, as defined in Florida Statute 252.34; and
- (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

Now, therefore, the parties agree as follows:

SECTION I. PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribing parties hereby approve and enter into this Agreement whereby each of the parties may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, active shooters, terrorism incidents, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the parties hereby approve and enter into this Agreement whereby each party may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, F.S., backup services during patrol activities, school resource officers on official duty out of their jurisdiction, and inter-agency task forces and/or joint investigations.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE

A. A party in need of assistance as set forth above shall notify the agency from whom such assistance is required and provide appropriate information (e.g., nature of the law enforcement assistance requested). Requests for assistance may be verbal or written. The Sheriff or Chief of Police whose assistance is sought, or their authorized designee, shall evaluate the situation and their available resources and will respond in a manner they deem appropriate.

B. Written requests may be delivered by hand, U.S. Mail, teletype, or e-mail. Written requests directed to the OCSO via U.S. Mail shall be addressed to P.O. Box 1440, Orlando, Florida 32802-1440. Written requests directed to the City via U.S. Mail shall be addressed to Chief of Police, 500 North Virginia Avenue, Winter Park, Florida 32789. Each party is responsible for tracking mutual aid requests made or received in accordance with this Agreement.

C. The Sheriff or Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in their jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

D. Neither party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing mutual aid herein. The requesting agency shall release equipment and personnel provided by the responding agency when they are no longer needed or when the responding party determines they are needed within its jurisdiction.

E. Upon request by the other party, personnel provided by the responding agency shall assist in transporting and processing prisoners during situations involving mass arrests. Upon request by the other party, they shall also assist with operating temporary detention facilities.

F. The requesting agency shall be responsible for recording radio communications, including but not limited to, time en route, number of units responding, time of arrival, time of completion, and any other pertinent radio communication.

G. Upon request by the other party, the requesting or responding agency shall complete a detailed report and forward a copy to the other agency.

H. In each of the following circumstances constituting a law enforcement emergency, the OCSO shall be deemed to have requested the operational assistance of the other party to apprehend the suspect and to take any other action reasonably necessary to protect persons or property. If law enforcement action is taken, the City police officer shall notify the OCSO as soon as practicable. This provision is not intended to grant general authority to conduct investigations, serve warrants or subpoenas, or attend to matters of a routine nature, but rather is intended to address critical, life threatening, or public safety situations.

1. A City police officer in the unincorporated county witnesses a forcible felony, as defined by Florida Statute 776.08, or other crime of violence against a person.

2. A City police officer in the unincorporated county observes a driver engaging in a pattern of conduct that constitutes imminent danger to the motoring public and reasonable suspicion of driving under the influence in violation of Florida law.
3. A City police officer within Orange County observes, or is notified of, an OCSO deputy needing or requesting assistance.
4. A City police officer taking law enforcement action pursuant to Section III(H)(1), III(H)(2), or III(H)(3) witnesses a related crime (e.g., resisting).

I. A City police officer who takes law enforcement action outside the City pursuant to this Agreement shall notify the OCSO and take all necessary steps to lawfully complete the enforcement action, including but not limited to, arresting the suspect, transporting the suspect to the appropriate booking location, booking, and providing appropriate reports documenting the event and the actions taken.

J. Except as specifically authorized in Section III(H) herein, City police officers are not empowered under this Agreement to take law enforcement action in areas of Orange County that are outside the City limits without specifically contacting the OCSO in advance for permission. The decision of the Sheriff or designee in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITIES

A. The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency. Such supervising officer shall be under the direct supervision and command of the Sheriff, Chief of Police, or designee of the agency requesting assistance.

B. **Conflicts:** Whenever a law enforcement officer from one of the parties is rendering aid pursuant to this Agreement, they shall abide by, and be subject to, the rules and regulations, personnel policies, general orders, and standard operating procedures of their employer. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order, or standard operating procedure shall control and supersede the direct order.

C. **Handling Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the requesting agency shall be responsible for documenting the complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard to agency affiliation.

The requesting agency shall expeditiously provide the responding agency with this information, along with a copy of all applicable documentation. The agency employing the subject of the complaint shall be responsible for conducting an appropriate review.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such and pursuant to this Agreement, subject to the provisions of Florida Statute 768.28, where applicable. Neither party waives any sovereign immunity protection provided by law.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES, AND COSTS

A. Pursuant to the provisions of Florida Statute 23.127(1), an employee of a party who renders aid outside that party's jurisdiction but inside the state in accordance with this Agreement shall have the same powers, duties, rights, privileges, and immunities as if performing duties inside the employee's political subdivision in which normally employed.

B. A party that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

C. The parties are responsible for providing compensation and benefits to their respective employees providing services hereunder, including but not limited to salary, overtime, health insurance, disability insurance, life insurance, liability insurance, workers compensation, pension/retirement, vacation time, sick leave, and any amounts due for personal injury or death. Each party shall also defray the actual travel and maintenance expenses of its employees while they are rendering such aid.

D. The privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

E. Nothing herein shall prevent the requesting agency from seeking supplemental appropriations from the governing authority having budgeting jurisdiction, or funds from other available sources, to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: TERM

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect through December 31, 2020. If they so agree

in writing, the Sheriff and Chief of Police may extend the term of this Agreement for a period of up to 120 days.

SECTION VIII: CANCELLATION

A party may terminate this Agreement for convenience upon delivery of written notice to the other party. The liability provisions of this Agreement shall survive any such termination.

SECTION IX: RELATION TO OTHER AGREEMENTS

Nothing herein is intended to abrogate any other agreements, or portions thereof, between the parties.

SECTION X: MISCELLANEOUS PROVISIONS

A. **Policy and Training:** Each party shall adopt and enforce written policy that is consistent with this Agreement and applicable law. Each party shall also train its law enforcement officers on extraterritorial jurisdiction, including but not limited to the parameters of mutual aid agreements.

B. **Forfeiture Litigation:** If a subscribing agency seizes any vessel, motor vehicle, aircraft, or other property pursuant to the Florida Contraband Forfeiture Act (Florida Statutes 932.701-707) during performance of this Agreement, the agency requesting assistance in the case of Operational Assistance, and the seizing agency in the case of Voluntary Cooperation, shall be responsible for maintaining a forfeiture action. For joint operations or task forces, the Sheriff and Chief of Police may agree on which agency will be responsible for maintaining related forfeiture actions. The agency pursuing the forfeiture action shall have the exclusive right to control, and responsibility to maintain, the proceedings and property in accordance with the Florida Contraband Forfeiture Act, including but not limited to complete discretion to bring a lawsuit, dismiss the case, or settle the case. Also, the agency pursuing the forfeiture action may recover its reasonable costs from the proceeds of the case (e.g., filing fee, court reporter fee, attorney time, auction expenses).

Proceeds from forfeited property seized as a result of or in accordance with this Agreement shall be divided to reflect the resources committed by each party. The parties shall confer to arrive at an appropriate formula. Similarly, if judgment and/or fees are entered against law enforcement, the parties shall confer to arrive at an appropriate formula.

C. **Powers:** Nothing in this Agreement shall be construed as any transfer or contracting away of the powers or functions of one party to the other.

D. **Law Enforcement Related Off-Duty Employment:** This Agreement does not grant law enforcement powers to City police officers for purposes of law enforcement related off-duty employment.

E. **Damages:** This Agreement shall in no event confer upon any person, corporation, partnership, or other entity, including the parties hereto, the right to damages or any other form of relief against any party to this Agreement for operations or omissions hereunder.

F. **Conflicts with Florida Mutual Aid Act:** In the event of a conflict between the provisions of this Agreement and Florida Statute 23.1225, et seq., the "Florida Mutual Aid Act," the provisions of the Florida Mutual Aid Act shall control.

G. **Amendments:** This Agreement contains the entire understanding between the parties and shall not be renewed, amended, or extended except in writing.

H. **Governing Law and Venue:** This Agreement shall be construed in accordance with Florida law. The venue of any litigation arising hereunder shall be Orange County, Florida.

In witness whereof, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

SHERIFF'S OFFICE OF ORANGE COUNTY, FLORIDA

Jerry L. Demings
as Sheriff of Orange County, Florida

Date: _____

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____ 2016.

General Counsel

**WINTER PARK POLICE
DEPARTMENT**

Michael Deal
Chief of Police

Date:_____

APPROVED:
WINTER PARK, FLORIDA

ATTEST:_____

Cindy Bonham
City Clerk

Steve Leary
Mayor

APPROVED AS TO FORM AND
LEGALITY THIS _____ DAY OF
_____ 2017.

Winter Park Police Department
General Counsel



city commission agenda item

Item type	Action Item Requiring Discussion	meeting date	April 10, 2017		
prepared by	Cindy Bonham	approved by	<input checked="" type="checkbox"/>	City Manager	
department	City Clerk		<input type="checkbox"/>	City Attorney	
division			<input type="checkbox"/>	N/A	
board approval		<input type="checkbox"/> yes	<input type="checkbox"/> no	<input checked="" type="checkbox"/> N/A	final vote
strategic objective	<input type="checkbox"/> Exceptional Quality of Life	<input type="checkbox"/> Fiscal Stewardship			
	<input type="checkbox"/> Intelligent Growth & Development	<input type="checkbox"/> Public Health & Safety			
	<input type="checkbox"/> Investment in Public Assets & Infrastructure				

subject

Appointment of Vice Mayor

motion | recommendation

Motion to appoint a Commissioner as Vice Mayor.

background

Per the City Charter, Section 2.06, 'Functions of Mayor; Vice Mayor', at the first regular commission meeting in April, the commission shall elect one of its members as Vice Mayor.

alternatives | other considerations

N/A

fiscal impact

N/A



city commission agenda item

Item type	Action Item Requiring Discussion	meeting date	April 10, 2017	
prepared by	Dori Stone	approved by	<input checked="" type="checkbox"/> City Manager	
department	Planning & Comm. Development		<input type="checkbox"/> City Attorney	
division			<input type="checkbox"/> N/A	
board approval		<input type="checkbox"/> yes <input type="checkbox"/> no	<input checked="" type="checkbox"/> N/A	final vote
vision themes	<input 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

Review two offers for 301 W. Comstock Avenue

motion | recommendation

Recommend accepting the highest bidder for 301 W. Comstock Avenue subject to future contract and ordinance approval

background

The city received two offers through the Notice of Disposal process for the city-owned property located at 301 W. Comstock Avenue.

The two offers are:

Winter Park Redevelopment Agency LTD. -	\$425,000
Rowland & Company LLC -	\$370,000

Both offers allow for 4 units which is the maximum density allowed under the Low Density Residential future land use designation and R-2 zoning district. One of the offers has set aside additional parking for the townhouses along Lyman Avenue if the property owners wish to purchase it once the sale from the city is completed. Both offers require the city to assume responsibility for broker's fees.

Should the City Commission choose to accept one of these offers, staff and the City Attorney will move forward with the necessary ordinance to transfer the property and the sales contract. It is anticipated that this process will be completed by May 8, 2017.

alternatives | other considerations

The City Commission may reject all offers and market the property through another Notice of Disposal process or hold the property until some future time.

fiscal impact

The revenues from the sale of this property goes back to the city's General Fund balance.

Law Office of Jeanne M. Reynaud

P.O. Box 350 • Winter Park Florida 32790 • Phone: 407-222-2562
E-Mail: jeannemariereynaud@yahoo.com



March 27, 2017

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

OFFER TO PURCHASE

Subject Property: 301 W. Comstock Avenue
Cash Offer: \$425,000.00
As-Is: Property Purchased As-Is
Title Insurance: Paid by Buyer
Proposed Improvements: Two (2) Duplexes or a Single Fourplex

To Whom It May Concern:

I have the pleasure of representing Winter Park Redevelopment Agency, Ltd. in this offer to purchase 301 W. Comstock Avenue. It is the intent of the buyer to create aesthetically pleasing elevations facing the train track on the property. These elevations will serve to block the back of house, i.e. garages, of the David Weekly townhomes. The buyer shall not be obligated, but is willing to work with the adjacent David Weekly townhome HOA to formalize a lot split to accommodate the additional parking for the HOA as shown.

Further, the buyer is willing to work with the town architect to complete the elevation details of the project and will also work with staff on a landscape plan submittal at a time prior to submitting for a building application.

Please feel free to contact me if you have any questions. Thank you.

Sincerely,

Jeanne Reynaud
Attorney for WPRA, Ltd.

Notice of Intent to Dispose of the City "Blake Yard" Property at 301 West Comstock Avenue,
Winter Park, Florida

The City of Winter Park, Florida, intends to dispose of its property at **301 W. Comstock Avenue, Winter Park, Florida**. The property has a Future Land Use designation of Low Density Residential and is zoned R-2. The City is interested in disposing/selling this property in return for a cash offer and a commitment to develop the property with residential units and parking for those units and/or for adjoining residential units.

The intention of the CITY is to dispose of all or a part of this property which is approximately 19,125 square feet in size, based upon a development plan that conforms to the existing R-2 zoning. The CITY will not accept offers contingent upon a change in zoning designation. Under the R-2 zoning, a maximum of four (4) residential may be build dependent upon design and meeting all other applicable zoning standards.

Sealed proposals, shall be delivered to the Purchasing Division, in City Hall, 401 Park Avenue South, Winter Park, Florida 32789 no later than 10:00 a.m. on **Tuesday, March 28, 2017**. Each proposal shall detail the cash offer, the terms and closing date anticipated and shall also include a preliminary plan and elevations of the intended use of the property. The CITY's preference is also to see residential design with architectural uniqueness and diversity within the site elevations.

The City accepts no responsibility for any costs incurred during the preparing or presenting of the proposals. All proposals must be submitted in writing; no fax, email or telephone proposals will be accepted. **ALL PROPOSALS MUST BE MARKED ON THE OUTSIDE OF THE ENVELOPE WITH THE PROPOSAL NAME AND THE DATE OF SUBMISSION.**

The CITY reserves the right to reject any or all proposals for any reason and the amount of the monetary bid shall not be the exclusive determinate of any decision to sell. The decision by the City may be to sell all or a part of this property based upon the development plan contemplated. The CITY per the City Charter must also adopt an ordinance, following advertisement and public hearings for this transaction to proceed. Following the adoption of that ordinance the CITY will enter into a formal standard real estate contract with the buyer for the purposes of providing for any due diligence and other closing details.

This public notice complies with Florida Statutes Section 163.380. Additional information is available through the City's representative Bobby Palta with CBRE. He can be reached by telephone at 407-279-0050 or email at bobby.palta@cbre.com, and property details are available at <http://winterparkcbre.com>. The notice of the CITY COMMISSION's ultimate disposition of the subject real property to a specific party, and the terms and conditions of the disposition, will be made at a duly noticed public meeting.

/s/ Jennifer Jones, Purchasing Manager

PUBLISH: Sunday, February 19, 2017 (Orlando Sentinel)


RICK SINGH, CFA - ORANGE COUNTY PROPERTY APPRAISER
[Searches](#)
[Sales Search](#)
[Results](#)
[Property Record Card](#)
[My Favorites](#)
[Sign up for e-Notify...](#)
301 W Comstock Ave < 05-22-30-9400-68-031 >

Name(s)

City Of Winter Park

Property Name

N/A. Click information icon to contribute.

Mailing Address On File

401 Park Ave S

Winter Park, FL 32789-4319

Incorrect Mailing Address?

Physical Street Address

301 W Comstock Ave

Postal City and Zipcode

Winter Park, FL 32789

Property Use

8900 - Municipal

Municipality

Winter Park

 Contribute An Image
For This Parcel

IMAGE UPLOAD
View 2016 Property Record Card
[Values, Exemptions and Taxes](#)
[Property Features](#)
[Sales Analysis](#)
[Location Info](#)
[Market Stats](#)
[Update Information](#)
Note: 2017 values will be available in Spring of 2017.
Property Description
[View Plat](#)

TOWN OF WINTER PARK A/67 & B/86 & MISC BOOK 3/220 LOT 3 (LESS N 125 FT) & LOT 9 BLK 68

Total Land Area 19,325 sqft (+/-) | 0.44 acres (+/-) GIS Calculated Notice

Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
8900 - Municipal	PQP	19325 SQUARE FEET	working...	working...	working...	working...

Page 1 of 1 (1 total records)

Buildings

Important Information	Structure
There are no buildings associated with this parcel.	

Extra Features

Description	Date Built	Units	XFOB Value
There are no extra features associated with this parcel			

This Data Printed on 03/27/2017 and System Data Last Refreshed on 03/26/2017

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR CONTRACT FOR SALE AND PURCHASE

PARTIES: City of Winter Park ("Seller"), and Winter Park Redevelopment Agency, Ltd ("Buyer"), hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"): Parcel Id: 05-22-30-9400-68-031

I. Description: (a) Legal description of the Real Property located in Orange County, Florida: Lot 3 (less N 125 ft) & Lot 9, Blk 68, Town of Winter Park, OR Book A, Page 67 and OR book B, page 86 and Misc book 3, Page 220 as recorded in the public records of Orange County, Florida (b) Street address, city, zip, of the property is: 301 W. Comstock ave Winter Park, Fla 32789 (c) Personal Property includes: None, vacant land. Other items includes are: Items of Personal Property (and leased items, if any) excluded are:

II. PURCHASE PRICE (U.S. currency): \$ 425,000.00 PAYMENT: (a) Deposit held in escrow by Liberty Title Company (Escrow Agent) in the amount of \$ 5,000.00 (b) Additional escrow deposit to be made to Escrow Agent within days after Effective Date (see Paragraph III) in the amount of \$ (c) Assumption of existing mortgage in good standing (see Paragraph IV(c)) having an approximate principal balance of \$ (d) New mortgage financing with a Lender (see Paragraph IV(b)) in the amount of \$ (e) Purchase money mortgage and note to Seller (see Paragraph IV(d)) in the amount of \$ (f) Other: \$ (g) Balance to close by cash or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations \$ 420,000.00

III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE: (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before May 1, 2017, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. UNLESS OTHERWISE STATED, THE TIME FOR ACCEPTANCE OF ANY COUNTEROFFERS SHALL BE 2 DAYS FROM THE DATE THE COUNTEROFFER IS DELIVERED. (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the final counteroffer. If such a date is not otherwise set forth in the Contract, then the "Effective Date" shall be the date determined above for acceptance of this offer, if applicable, the final counteroffer.

IV. FINANCING: X (a) This is a cash transaction with no contingencies for financing; (b) This Contract is Contingent on Buyer obtaining approval of a loan ("Loan Approval") within days after Effective Date for (CHECK ONLY ONE): 1 a fixed; 1 an adjustable; or 1 a fixed or adjustable rate loan in the principal amount of \$, at an initial interest rate not to exceed %, discount and origination fees not to exceed % of principal amount, and for a term of years. Buyer will make application within days (if blank, then 5 days) after Effective Date and use reasonable diligence to obtain Loan Approval and, thereafter, to satisfy terms and conditions of the Loan Approval and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain a Loan Approval or fails to waive Buyer's rights under this subparagraph within the time for obtaining Loan Approval or, after diligent, good faith effort, fails to meet the terms and conditions of the Loan Approval by Closing, then either party thereafter, by written notice to the other, may cancel this Contract and Buyer shall be refunded the deposit(s); (c) Assumption of existing mortgage (see rider for terms); or (d) Seller financing (see Standard B and riders; addenda; or special clauses for terms).

V. TITLE EVIDENCE: At least Thirty (30) days (if blank, then 5 days) before Closing: X (a) Title insurance commitment with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms); or 1 (b) Abstract of title or other evidence of title (see rider for terms), shall be obtained by (CHECK ONLY ONE): (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or X (2) Buyer at Buyer's expense.

VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on or before June 1, 2017 Closing, unless modified by other provisions of this Contract. If Buyer is unable to obtain Hazard, Wind, Flood, or Homeowners' insurance at a reasonable rate due to extreme weather conditions, Buyer may delay Closing for up to 5 days after such coverage becomes available.

VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning, restriction, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for R-2 purpose(s).

VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

IX. TYPEWRITTEN OR HAND WRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of the Contract in conflict with them.

X. ASSIGNABILITY: (CHECK ONLY ONE): Buyer may assign and thereby be released from any further liability under this Contract; X may assign but not be released from liability under this Contract, or may not assign this Contract.

XI. DISCLOSURES: (a) CHECK HERE if the Property is subject to a special assessment lien imposed by a public body payable in installments which continue beyond Closing and, if so, specify who shall pay amounts due after Closing: 1 Seller 1 Buyer 1 Other (see addendum). (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon or radon testing may be obtained from your County Public Health unit. (c) Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System Brochure. (d) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory. (e) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act. (f) If Buyer will be obligated to be a member of a homeowner's association, BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION DISCLOSURE.

XII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of: (a) \$ 0.00 for treatment and repair under Standard D (if blank, then 2% of the Purchase Price). (b) \$ 0.00 for repair and replacement under Standard N not caused by Wood destroying Organisms (if blank, then 3% of the Purchase Price).

XIII. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to this Contract: CONDOMINIUM VA/FHA HOMEOWNERS' ASSN. LEAD-BASED PAINT COASTAL CONSTRUCTION CONTROL LINE INSULATION "AS IS" Other Comprehensive Rider Provisions Addenda Special Clause(s):

The seller agrees to work with the Buyer to complete a lot split to accommodate the adjacent property owners should they wish to acquire a portion of land from the subject parcel for additional private parking for their town home association.

XIV. STANDARDS FOR REAL ESTATE TRANSACTIONS ("Standards"): Buyer and Seller acknowledge receipt of a copy of Standards A through W on the reverse side or attached, which are incorporated as part of this Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR. Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

Winter Park Redevelopment Agency, Ltd
Winter Park redevelopment mgt, Corp, its general partner
(Buyer)

(Buyer) Daniel B. Bellows, President

Buyers' address for purpose of notice
P.O. Box 350, Winter Park, FL 32790-0350
407-644-3151 Phone

City of Winter Park, Florida
(Seller)

(Seller) Mayor Steve Leary

Seller's address for purpose of notice
401 Park Ave South Winter Park, Fla 32789
407-599-3235 Phone

Deposit under Paragraph II (a) received (Checks are subject to clearance): (Escrow Agent)

BROKERS: The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation in connection with this Contract:

Name: Daniel B. Bellows of the Sydgan Corporation
Cooperating Brokers, NO COMMISSION PAID

Listing Broker - Bobby Palta of CBRE

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. TITLE INSURANCE: The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with the law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; of (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.

B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgage clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content requires by Seller, but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

D. WOOD DESTROYING ORGANISMS: Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator ("Operator") at least 10 days prior to Closing to determine if there is any visible active Wood Destroying Organism infestation or visible damage from Wood Destroying Organism infestation, excluding fences. If either or both are found, Buyer may, within 5 days from date of written notice thereof, have cost of treatment of active infestation estimated by the Operator and all damage incurred by an appropriately licensed contractor. Seller shall pay costs of treatment and repair of all damage up to the amount provided in Paragraph XI(a). If estimated costs exceed that amount, Buyer shall have the option of canceling this Contract within 5 days after receipt of contractor's repair estimate by giving written notice to Seller, or Buyer may elect to proceed with the transaction and receive a credit at Closing on the amount provided in Paragraph XI(a). "Wood Destroying Organisms" shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act, as amended.

E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in Paragraph VII hereof, and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.

F. LEASES: Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

G. LIENS: Seller shall furnish to buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential liens known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days immediately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

H. PLACE OF CLOSING: Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the title insurance, or, if no title insurance, designated by the Seller.

I. TIME: In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5 p.m. of the next business day. **Time is of the essence in this Contract.**

J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgage estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. Documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, mortgage title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for the following related title services, namely title evidence, title examination, and closing fee (including preparation of closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

L. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and security deposits will be credited to buyer. Escrow deposits held by mortgage will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of tax bill on condition that a statement to that effect is signed at Closing.

M. SPECIAL ASSESSMENT LIENS: Except as set forth in Paragraph XI(a), certified, confirmed and ratified special assessment liens imposed by public bodies as of Closing are to be paid by Seller. Pending liens as of Closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at Closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

N. INSPECTION, REPAIR AND MAINTENANCE: Seller warrants that the ceiling, roof (including the fascia and soffits) and exterior and interior walls, foundation, seawalls (or equivalent) and dockage of the Property do not have any visible evidence of leaks, water damage or structural damage and that the septic tank, pool, all appliances, mechanical items, heating, cooling, electrical, plumbing systems and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required) or an appropriately licensed Florida contractor make inspections of, those items within 20 days after the Effective Date. Buyer shall prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XII (b). If repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XII (b), Buyer of Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid into escrow at Closing. Seller shall, upon reasonable notice, provide utilities service and access to the Property for inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required repairs and replacements have been made and that the Property, including, but not limited to, lawn, shrubbery and pool, if any, has been maintained in the condition existing as of Effective Date, ordinary wear and tear excepted. For purposes of this Contract: (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Condition" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marcite or other pool finishes; missing or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail marks, scratches, dents, scrapes, chips, or caulking in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (3) cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.

O. RISK OF LOSS: If the Property is damaged by fire or other casualty before Closing and cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of the Seller and Closing shall proceed pursuant to the terms of this Contract with restoration costs escrowed at Closing. If the cost of restoration exceeds 3% of the assessed valuation of the Property so damaged, Buyer shall either take the Property as is, together with either the 3% or any insurance proceeds payable by virtue of such loss or damage, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract.

P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make a timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

Q. ESCROW: Any Closing Agent or escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; FACSIMILE: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

W. WARRANTY: Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

301 W. COMSTOCK AVENUE
WINTER PARK, FL 32789

301 W. COMSTOCK AVENUE
WINTER PARK, FL 32789

SYDGAN CORP.
PO BOX 350
WINTER PARK, FL 32790
407-644-3151

SITE PLAN - REZONING

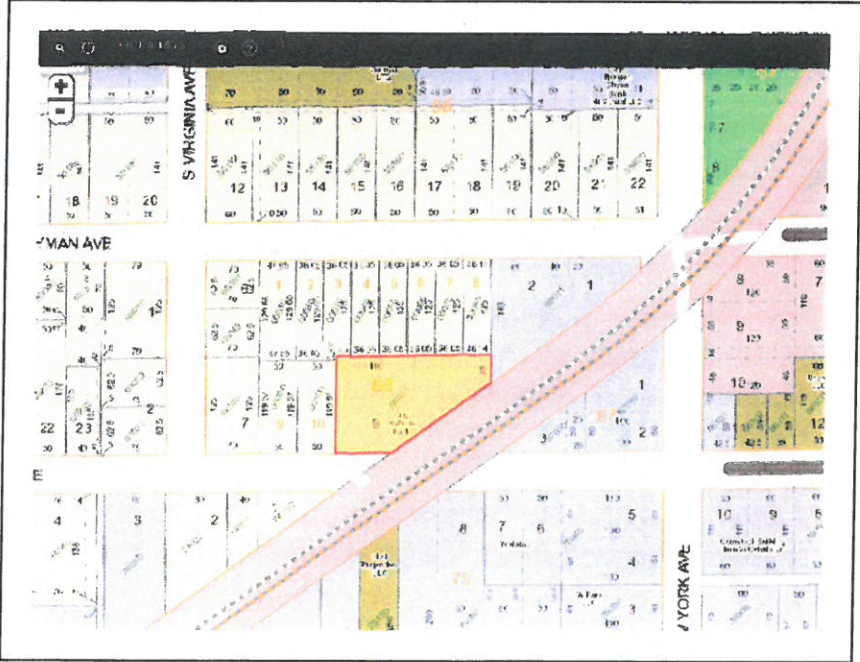
MARGARET H. O'ROURKE DESIGN, INC.
1199 N. ORANGE AVE. ORLANDO, FL 32804
T/ 407.740.5585
MO@MODinc.us

DWG NO.	SCALE	DATE	NO.	REVISIONS
1	NTS			
		DATE		
		03-23-17		

301 W COMSTOCK AVE - LOT 9,10,11,12									
LAND AREA					SQ.FT.				
LAND AREA					18,600				
MINUS *only if conveyed to David Weekly And Association					1,460				
LAND AREA					17,140				
FAR						UNITS			
						A1	A2	B1	2
LEVEL 1						1,895		1,000	1,000
LEVEL 2							2,800	1,000	1,000
STORAGE LOFT								400	400
TOTAL SQ FT						1,895	2,800	-	2,400
								2,400	2,400
									8,390
GARAGE								500	500
									1,000
IMPERVIOUS									
BUILDING footprint						3,850	1,500	1,500	7,700
DRIVES WALKWAYS PATIOS									3,400
TOTAL									11,100
PARKING						UNITS			
						A1	A2	B1	2
						2	2		2
								2	2
									8
									12

GENERAL NOTES:

1. TOTAL PROJECT ACREAGE: ±0.42 ACRES
2. PARCEL ID# 05-22-30-9400-68-031
3. EXISTING ZONING: R-2
4. FUTURE LAND USE: RESIDENTIAL
5. PROPOSED BUILDINGS TO BE RESIDENTIAL
6. SEWER & WATER TO BE PROVIDED BY THE CITY OF WINTER PARK
7. MINIMUM BUILDING SETBACKS DUPLEX LOTS:
 - FRONT YARD 1ST FLOOR = 25'
 - FRONT YARD 2ND FLOOR = 30'
 - SIDE YARD = 10'
 - REAR YARD 1ST FLOOR = 10'
 - REAR YARD 2ND FLOOR = 25'
8. REQUIRED PARKING PER LDC= 2 SPACES PER UNIT
9. PROPOSED PARKING = 2 SPACES PER UNIT, PLUS 2 GUEST SPACES
10. MAXIMUM BUILDING COVERAGE = 35% FOR DUPLEX,
11. MAXIMUM FAR = 55%
12. MAXIMUM IMPERVIOUS AREA PER LOT = 65%
13. IF DAVID WEEKLY AND ASSOCIATION DOES NOT TAKE EXTRA PARKING THEN THE FAR IS INCREASED TO 10,230 SF





3/23/2017 3:40:59 PM

A photograph of a two-story townhouse. The house features a tiled roof with decorative finials. The facade is light-colored with arched windows and doorways. A small front porch is supported by a brick pillar. The house is surrounded by landscaping, including small shrubs and a lawn.

Site plan for the proposed 10-unit residential development at 1000 S. Virginia Ave. The plan shows a rectangular lot divided into several smaller lots (LOT 1 through LOT 10) and a larger lot (LOT 11) at the bottom. LOT 1 through LOT 9 are arranged in a grid, with LOT 10 and LOT 11 at the bottom. LOT 1 through LOT 9 are labeled with 'PV ELEV.' and 'SF'. LOT 10 and LOT 11 are labeled with 'PV ELEV.' and 'SF'. LOT 1 through LOT 9 are labeled with 'GARAGE' and 'SF'. LOT 10 and LOT 11 are labeled with 'UNIT' and 'SF'. LOT 1 through LOT 9 are labeled with 'RELOCATED GRANT CHAPEL 3140 SF'. LOT 10 and LOT 11 are labeled with 'PLAZA'. LOT 1 through LOT 9 are labeled with 'GREEN SPACE'. LOT 10 and LOT 11 are labeled with 'TRAIN TRACK'. LOT 1 through LOT 9 are labeled with 'S. VIRGINIA AVE'. LOT 10 and LOT 11 are labeled with 'COMSTOCK AVENUE'. LOT 1 through LOT 9 are labeled with 'NEW YORK AVE'. LOT 10 and LOT 11 are labeled with 'TRAIN TRACK'.

This aerial photograph shows the proposed development site, which is bounded by S. Virginia Ave to the west and W. Comstock Avenue to the south. The site is divided into several lots, including Lot 7, Lot 8, Lot 9, Lot 10, Lot 2, and Lot 1. The proposed building footprint is shown in a light blue color, indicating the area to be developed. The building is a multi-story structure with a complex footprint, including a central section and several wings. The site is surrounded by existing buildings and trees, and the proposed development is shown in a light blue color to indicate the area to be developed.

The architectural site plan shows two lots, Lot 9 and Lot 10, with their respective buildings and setbacks.

Lot 9:

- Building 'A':** A two-story building with a central entrance and two side entrances. It has a front setback of 10' and a side setback of 10'.
- Building 'B':** A two-story building with a central entrance and two side entrances. It has a front setback of 10' and a side setback of 10'.
- Setbacks:** The buildings are set back from the front property line by 10' and from the side property line by 10'.
- Dimensions:** The lot is 30' wide and 100' deep.
- Landscaping:** There are trees and shrubs shown around the buildings.

Lot 10:

- Building 'B':** A two-story building with a central entrance and two side entrances. It has a front setback of 10' and a side setback of 10'.
- Setbacks:** The building is set back from the front property line by 10' and from the side property line by 10'.
- Dimensions:** The lot is 30' wide and 100' deep.
- Landscaping:** There are trees and shrubs shown around the building.

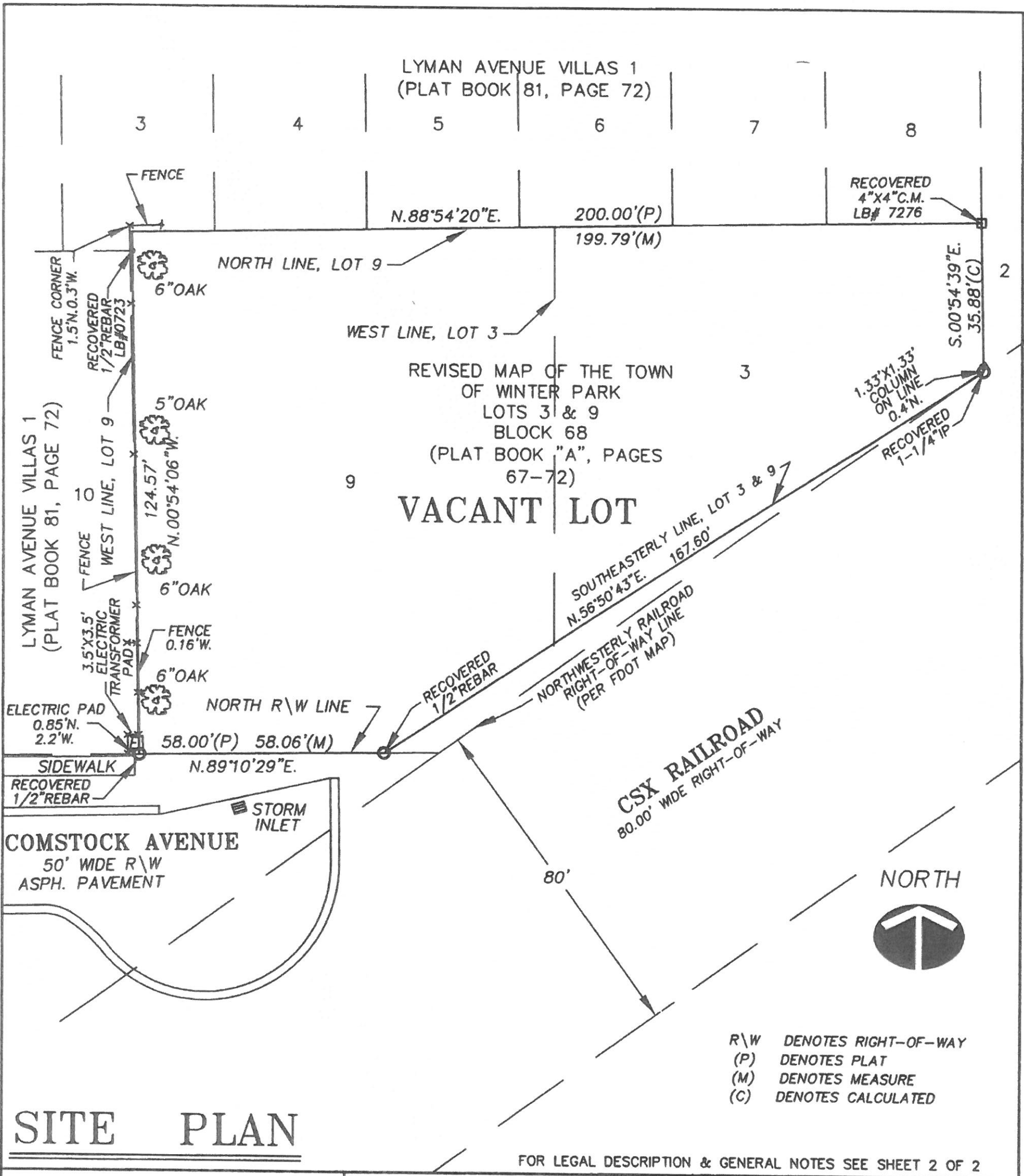
LOT 10
Building - "B"

301 W. COMSTOCK AVENUE
WINTER PARK, FL 32789

SITE PLAN - REZONING

MARGARET H. O'ROURKE DESIGN, INC.
11199 N. ORANGE AVE. ORLANDO, FL 32804
T/ 407.740.5585
MO@MODinc.us

DWG NO. 4	SCALE:	DATE:	NO:	REVISIONS:
	NTS			
		DATE:		



For: City of Winter Park
Scale: 1"=30'
Date: 03-13-17

**CITY OF WINTER PARK
ENGINEERING DEPARTMENT**
600 N. Virginia Avenue
Winter Park, Florida 32789
Phone: (407) 599-3528
SHEET 1 OF 2

Legal Description:

Deed Book 594, Page 40

ALL that parcel of land lying and being in the County Orange, State of Florida, described as follows:

Lot nine (9) in Block sixty-eight (68) and Lot three (3) in Block Sixty-eight (68) except the north 125 feet of said lot three of the City of Winter Park, and described according to the revised map or plat of the said City as recorded in Plat Book "A", pages 67 to 72 inclusive, of the Public Records of Orange County, Florida.

GENERAL NOTES:

- 1) Subject to easements and restrictions of record.
- 2) Bearings shown hereon are based on the North right-of-way line of Comstock Avenue, being N.89°10'29"E. assumed.
- 3) No underground utilities and improvements were located. (Excepted as shown)
- 4) Site Plan shown hereon were not abstracted by the City of Winter Park, for rights-of-way, easements, ownership or other instruments of record.
- 5) No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. There may be deeds of record, unrecorded deeds or instruments which could affect the limits of the above described property.

FOR GRAPHICS SEE SHEET 1 OF 2

For: City of Winter Park
Scale: NA
Date: 03-13-17



CITY OF WINTER PARK
ENGINEERING DEPARTMENT
500 N. Virginia Avenue
Winter Park, Florida 32789
Phone: (407) 599-3528
SHEET 2 OF 2



ROWLAND & COMPANY
C O N S T R U C T I O N

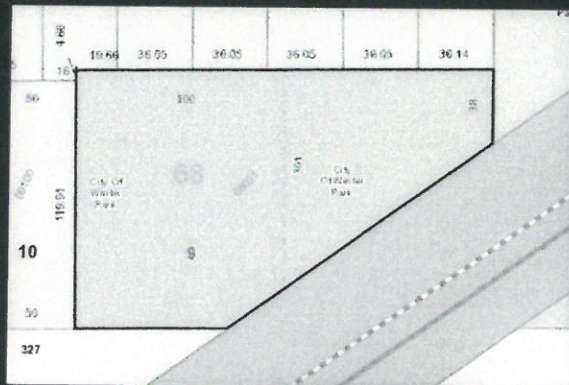


PHIL KEAN

DESIGN/BUILD TEAM

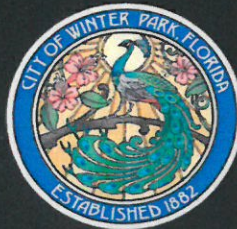
BLAKE YARD PROPOSAL

301 W. Comstock Ave. Winter Park



CITY OF WINTER PARK

PRESENTED TO:



BlakeYard.Com



March 28, 2017

City of Winter Park

Purchasing Division
401 Park Avenue South
Winter Park, FL 32789

RE: Blake Yard Development

Rowland & Company LLC is pleased to provide the City of Winter Park with this proposal for the purchase and planned development at the Blake Yard site located at 301 W. Comstock Avenue.

Rowland & Company has teamed with the designers of Phil Kean Design Group to produce what we think will be a magnificent development concept at the proposed site.

Rowland & Company is the bidder for this parcel. If awarded, Rowland & Company will be the general contractor and developer. Phil Kean will be the architect of record.

The proposed development is illustrated with 3D renderings in this proposal package. You will find 4 townhouse units each having 2100 heated/cooled square feet. Each unit also includes a 2-car garage that will be approximately 400 s.f. each.

The Blake Yard Townhouses will be styled in a wonderful combination of mid- century architecture with Florida cultural influences. Each unit will have a swimming pool deck above the garage, thus reducing the impervious area that would otherwise be lost due to hardscape. Floor to ceiling storefront systems will be designed to maximize the light at the sleek south elevations. The south elevations are further designed with stacked stone accent walls that couple as rated demising walls from unit to unit. Black Iron Spiral Staircases are visible on the pool deck as well as glass railing to maximize visibility and light.

It is intended that this development will be an exclusive residential experience that includes a 6' high concrete block wall with stucco around the site perimeter as well as an electric gate at the primary entrance. The project is further planned to include both stone hardscape

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1460 MINNESOTA AVE WINTER PARK, FLORIDA 32789 PH: 407-839-3222

WWW.ROWLANDANDCOMPANY.COM

FLORIDA CGC1505152

GEORGIA GCC0004393



and a significant landscape package that involves the planting of many Oak species trees which, over the years, will canopy the site.

We feel that this concept best represents the trends of Architecture in 2017 Winter Park. We are certain that this project will also enhance the site's immediate surrounding environment.

We respectfully submit to the City of Winter Park, a cash offer in the amount of THREE HUNDRED SEVENTY THOUSAND DOLLARS (\$370,000) for the purchase of the subject parcel.

The follow are conditions of this offer:

1. Close within 30 days of acceptance of this proposal. Cash sale without financing.
2. Offer pending acceptable environment report of site. If already obtained by City of Winter Park, please provide at acceptance of this proposal.
3. Offer pending acceptable soils report of site. If already obtained by City of Winter Park, please provide at acceptance of this proposal.
4. All closing costs paid by the City of Winter Park
5. Prior to closing, Rowland & Company will establish a new subsidiary corporation and this will be the actual buyer in the transaction.

Please find the following items enclosed in this package:

- Conceptual Design Documents from Phil Kean Design Group. To view the animated 3d design of the site, please visit BlakeYard.com
- Commitment letter from Chris VanBuskirk of First Green Bank for funding the construction phase of this project

Respectfully Submitted,
ROWLAND & COMPANY LLC

Beau Rowland
Managing Member

Please visit BlakeYard.com to view the 3d animated design of the proposed site.

1460 MINNESOTA AVE WINTER PARK, FLORIDA 32789 PH: 407-839-3222

WWW.ROWLANDANDCOMPANY.COM















Loren J.F. Stanford
First Green Bank
862 S. Orlando Avenue
Winter Park, FL 32789

March 24, 2017

Jennifer Jones, CPPB,FCCM
Purchasing Manager
Purchasing Division of City of Winter Park
401 South Park Avenue
Winter Park, FL 32789

Dear Ms. Jones,

In regards to our mutual client, C. Beau Rowland of Yazoo Holdings, Inc. and Rowland & Company, LLC, this letter is for the purpose of confirming funds for the development project located at 301 W. Comstock Avenue, Winter Park, Florida, 32789.

The terms and conditions for approval for funding with First Green Bank have been met by Mr. Rowland and we are moving forward with the project and commitment. Mr. Rowland has kept a strong relationship with First Green Bank and has managed all accounts and loans accordingly to agreement.

Should you have any questions or need any additional information, please do not hesitate to call me at 321.203.2912.

Sincerely,

A handwritten signature in black ink, appearing to be "LJF", with a long horizontal line extending to the right.

Loren J.F. Stanford
Commercial Lending
First Green Bank
Winter Park, Florida



March 15, 2017

Entity to be formed to hold the subject real estate
Mr. Christopher "Beau" Rowland
Rowland & Company, LLC
1460 Minnesota Ave
Winter Park, FL

VIA EMAIL

Re: Construction loan to be used to construct a four (4) unit townhome project located at 301 W. Comstock Avenue, Winter Park, FL

Pursuant to our conversations, I am pleased to provide you with this non-binding written proposal letter. This letter is intended to provide you with the rate, terms, and conditions that the Bank is willing to consider for the above referenced financing. Please note this is not a commitment to lend, merely a means for discussion.

Borrower: Entity to be formed to hold the subject real estate.

Co-Borrower: Rowland & Company, LLC

Guarantor(s): Mr. Christopher "Beau" Rowland

Purpose: Construction mini perm loan to build a four (4) unit townhome project located at 301 W. Comstock Avenue Winter Park, FL

Amount: Up to \$1,160,000; not to exceed the lesser of 70% Loan to Cost or 65% Loan to Value based upon bank certified appraisal.

The cost breakdown is as follows:

Land Purchase	\$ 400,000.00	Estimate
Construction Costs	\$ 1,100,000.00	Budget
Design Fees (PKDG)	\$ 75,000.00	Budget
Impact Fees	\$ 40,000.00	Budget
Permit Fees	\$ 20,000.00	Budget
Contingency	\$ 55,000.00	5% of hard cost
Closing Costs	\$ 40,000.00	Estimate
Total Cost	\$ 1,730,000.00	Estimate
Equity	\$ 570,000.00	33% of Total Cost
Loan	\$ 1,160,000.00	67% of Total Cost
Rounded To	\$ 1,730,000.00	100%

Rate: Floating rate of the Wall Street Journal Prime Rate (Currently 3.75%) plus 2%. The loan will be subject to a floor rate equal to the start rate.

Terms: 18 Monthly payments of interest only followed by 6 monthly payments of principal and interest based upon a Twenty (20) year amortization.

Collateral: First real estate mortgage on the underlying residential property and improvements to be constructed located on 301 W. Comstock Avenue Winter Park, FL. The project includes the design and construction of four (4); 2100 SF townhomes located in Winer Park, FL. The total project cost is \$1,730,000 and the borrower will be required to put \$570,000 cash equity (33% of the total cost) into the project at/prior to closing. The maximum Loan to Value will be 65% based upon bank certified appraisals.

Maturity: 24 months

Loan Fee: 1% of the loan amount

Banking

Relationship: In exchange for the favorable rate and terms the borrower agrees to establish and maintain its operating accounts with First Green Bank prior to closing the subject loan.

Other

Conditions: The loan will be required to be set up on auto debit for the monthly payments.

Standard real estate construction administration

Receipt and review of construction contract between the entity to be formed to hold the subject real estate and Rowland & Company, Inc.

Maximum Loan to Value of 65% based upon An As-Complete appraisal.

At Closing or Prior to Closing the borrower will be required to provide proof of cash equity injection equal to \$570,000 or 33% of the total project cost. This can include the purchase of the land, as well as design and other soft costs.

Release prices for each unit will be 100% of net proceeds. The estimated sell out at \$300/SF for the 4 unit townhomes (8,400 SF) will be \$2,520,000. The loan will be retired after two of the four units are sold.

The borrower will allow Lender signage on the site.

The borrower will include language in their end sales contracts listing First Green Bank as a preferred Lender.

The Lender will require one (1) presale; The Lender will allow the borrower to complete the foundations and CMU; however, prior to continuing construction the borrower will be required to pre-sale one (1) townhome unit. The presale will include a fully executed purchase contract with a minimum 10% hard deposit.

Thank you for the opportunity to be of service, we look forward to being able to assist you in this transaction. If you should have any questions or comments please feel free to contact me at 407.694.3635.

Sincerely:

Chris Van Buskirk

Chris Van Buskirk
Senior Vice President
First Green Bank

BlakeYard.Com



ROWLAND & COMPANY
C O N S T R U C T I O N

1460 MINNESOTA AVENUE
WINTER PARK, FL 32789
PH: 407-839-3222

ROWLANDANDCO.COM

Florida - CGC1505152

Georgia - GCCO004393

APPRAISAL REPORT

BLAKE YARD
301 W. Comstock Ave.
Winter Park, Orange County, Florida 32789
CBRE, Inc. File No. 16-397MI-1776

Peter Moore
Performance Measurement Manager
CITY OF WINTER PARK
401 Park Avenue
Winter Park, Florida 32789

www.cbre.com/valuation

CBRE

August 25, 2016

Peter Moore
Performance Measurement Manager
CITY OF WINTER PARK
401 Park Avenue
Winter Park, Florida 32789

RE: Appraisal of Blake Yard
301 W. Comstock Ave.
Winter Park, Orange County, Florida
CBRE, Inc. File No. 16-397MI-1776

Dear Mr. Moore:

At your request and authorization, we have prepared an appraisal of the market value of the above referenced property. Our analysis is presented in the following Appraisal Report.

The subject is a 19,325 square foot (0.44 Ac.) site located at the terminus of W. Comstock Avenue, adjacent to the CSX rail road right-of-way in the City of Winter Park, Florida. The site is irregular in shape and zoned PQP, Public Quasi-Public with surrounding development transitioning to residential uses. The subject is described legally and physically in the following appraisal report.

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is	Fee Simple Estate	August 22, 2016	\$450,000
Compiled by CBRE			

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP),

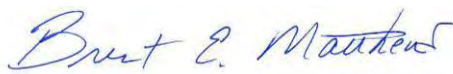
the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and we are not responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if we can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



Brent E. Matthews
Senior Appraiser
Cert Gen RZ1809

Phone: 407-839-3174
Fax: 407-839-3132
Email: Brent.Matthews@cbre.com



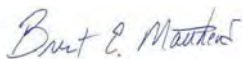
Brian L. Finnell, MAI
Managing Director – Orlando
Cert Gen RZ914

Phone: 407-839-3117
Fax: 407-839-3132
Email: Brian.L.Finnell@cbre.com

Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Florida.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, Brian L. Finnell, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
11. As of the date of this report, Brent E. Matthews has completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.
12. Brent E. Matthews has and Brian L. Finnell, MAI has not made a personal inspection of the property that is the subject of this report.
13. No one provided significant real property appraisal assistance to the persons signing this report.
14. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
15. Brent E. Matthews and Brian L. Finnell, MAI have not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

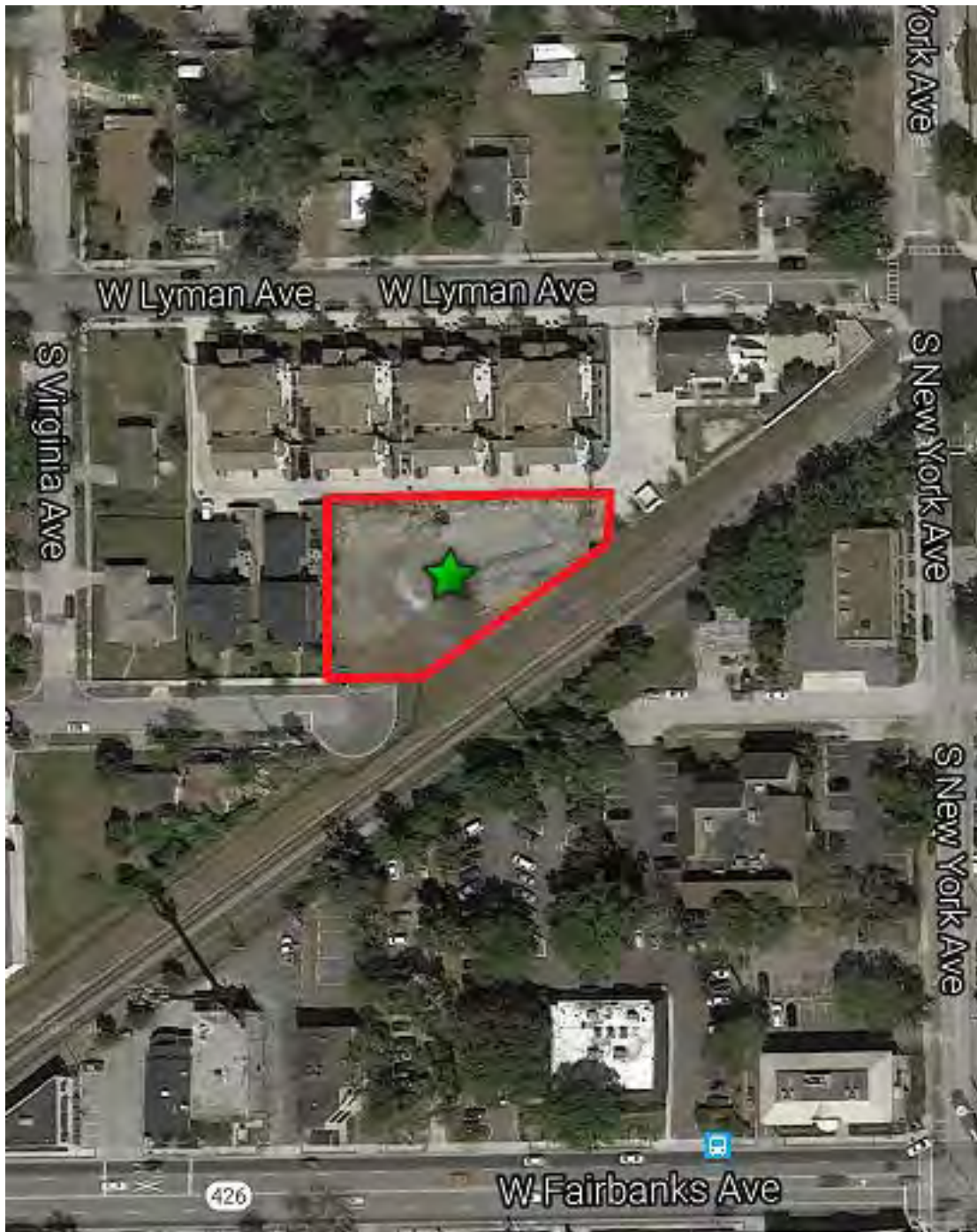


Brent E. Matthews
Cert Gen RZ1809



Brian L. Finnell, MAI
Cert Gen RZ914

Subject Photographs



Aerial View



Photo 1 View of subject from W. Comstock



Photo 2 Interior view of subject



Photo 3 Interior view of subject



Photo 4 View of adjacent residences



Photo 5 View of CSX frontage



Photo 6 View of W. Comstock Avenue

Executive Summary

Property Name	Blake Yard	
Location	301 W. Comstock Ave., Winter Park, Orange County, Florida 32789	
Highest and Best Use	Residential Development	
As If Vacant		
Property Rights Appraised	Fee Simple Estate	
Date of Report	August 25, 2016	
Date of Inspection	August 22, 2016	
Estimated Exposure Time	9 Months	
Estimated Marketing Time	9 Months	
Land Area	0.44 AC	19,325 SF
Buyer Profile	Speculator	
VALUATION	Total	Per SF
Land Value	\$450,000	\$23.29

CONCLUDED MARKET VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value
As Is	Fee Simple Estate	August 22, 2016	\$450,000
Compiled by CBRE			

STRENGTHS, WEAKNESSES, OPPORTUNITIES AND THREATS (SWOT)

Strengths/ Opportunities

- The subject located in a transitioning area with strong demand for residential housing;
- Desirable location near downtown Winter Park;
- Cul-de-Sac access;
- Success of adjacent townhome and single family residential projects.

Weaknesses/ Threats

- Adjacent to the CSX (SunRail) rail road tracts;
- Triangulated shape reduced development options/density.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as “an assumption directly related to a specific assignment, as of the effective date of the assignment results, which if found to be false, could alter the appraiser’s opinions or conclusions.”¹

¹ The Appraisal Foundation, USPAP, 2016-2017 ed., 3.

- None noted

HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purposes of analysis.”²

- The surrounding subject area is transitioning to residential uses. Based on our discussion with planning and zoning officials with the City of Winter Park, it appears that a zoning change for the subject to residential use is possible and likely. As such, and in accordance with our estimate of Highest and Best Use, we have assumed approval of a zoning change from PQP to R-1A and/or R-2, as we believe this is how the subject would be viewed by market participants.

² The Appraisal Foundation, *USPAP*, 2016-2017 ed., 3.

Table of Contents

Certification	i
Subject Photographs.....	ii
Executive Summary	iv
Table of Contents	vi
Introduction	1
Area Analysis	4
Neighborhood Analysis	7
Site Analysis	12
Zoning & Future Land Use	15
Tax and Assessment Data	18
Highest and Best Use	19
Appraisal Methodology	21
Land Value.....	23
Reconciliation of Value	27
Assumptions and Limiting Conditions	28
ADDENDA	
A Land Sale Data Sheets	
B Legal Description	
C Précis METRO Report - Economy.com, Inc.	
D Client Information	
E Qualifications	

Introduction

OWNERSHIP AND PROPERTY HISTORY

Title to the property is currently owned by the City of Winter Park. To the best of our knowledge, there has been no ownership transfer of the property during the previous three years. The subject property is not currently listed for sale or under contract for sale/purchase.

INTENDED USE OF REPORT

This appraisal is to be used by the client for public policy decisions and possible disposition purposes, and no other use is permitted.

INTENDED USER OF REPORT

This appraisal is to be used by the client, City of Winter Park, and no other user may rely on our report unless as specifically indicated in the report.

Intended Users - the intended user is the person (or entity) who the appraiser intends will use the results of the appraisal. The client may provide the appraiser with information about other potential users of the appraisal, but the appraiser ultimately determines who the appropriate users are given the appraisal problem to be solved. Identifying the intended users is necessary so that the appraiser can report the opinions and conclusions developed in the appraisal in a manner that is clear and understandable to the intended users. Parties who receive or might receive a copy of the appraisal are not necessarily intended users. The appraiser's responsibility is to the intended users identified in the report, not to all readers of the appraisal report.³

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the subject property.

DEFINITION OF VALUE

The current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the U.S. (and used herein) is as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;

³ Appraisal Institute, *The Appraisal of Real Estate*, 14th ed. (Chicago: Appraisal Institute, 2013), 50.

3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.⁴

INTEREST APPRAISED

The value estimated represents Fee Simple Estate and is defined as follows:

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.⁵

Leased Fee Interest - A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).⁶

Leasehold Interest - The tenant's possessory interest created by a lease.⁷

SCOPE OF WORK

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2 of USPAP. The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered and analysis is applied. We completed the following steps for this assignment:

Extent to Which the Property is Identified

The property is identified through the following sources:

- postal address
- assessor's records
- legal description

Extent to Which the Property is Inspected

Portions of the site and surrounding neighborhood were inspected on the date of value.

Type and Extent of the Data Researched

We reviewed the following:

- applicable tax data
- zoning & future land use requirements
- flood zone status

⁴ Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472.

⁵ *Dictionary of Real Estate Appraisal*, 78.

⁶ *Dictionary of Real Estate Appraisal*, 113.

⁷ *Dictionary of Real Estate Appraisal*, 113.

- demographic
- surrounding development
- comparable data

Type and Extent of Analysis Applied

We analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. For vacant land, the sales comparison approach has been employed for this assignment.

Data Resources Utilized in the Analysis

DATA SOURCES	
Item:	Source(s):
Site Data	
Size	Orange County Public Records
Other	
Planning & Zoning Info.	City of Winter Park
Compiled by CBRE	

Area Analysis



The subject is located in a transitioning area of downtown Winter Park. Winter Park is an upscale suburban bedroom community northwest of Orlando. Moody's Economy.com provides the following Orlando-Kissimmee-Sanford, Florida metro area economic summary as of March 2016. The full Moody's Economy.com report is presented in the Addenda.

ORLANDO-KISSIMMEE-SANFORD, FL - ECONOMIC INDICATORS												
Indicators	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Gross Metro Product (C\$B)	100.5	100.9	101.0	102.6	105.8	109.7	114.8	121.0	128.7	136.3	142.7	148.7
% Change	-6.4	0.4	0.1	1.7	3.1	3.8	4.6	5.4	6.4	5.9	4.7	4.2
Total Employment (Ths)	997.5	992.4	1,005.3	1,031.8	1,065.7	1,109.5	1,156.0	1,198.3	1,239.9	1,283.1	1,315.8	1,336.3
% Change	-6.3	-0.5	1.3	2.6	3.3	4.1	4.2	3.7	3.5	3.5	2.6	1.6
Unemployment Rate (%)	10.6	10.9	9.8	8.2	6.8	5.8	5.1	4.4	3.9	3.2	3.2	3.4
Personal Income Growth (%)	-5.0	4.2	5.7	3.2	2.5	5.9	5.9	7.0	9.8	10.5	8.4	6.7
Median Household Income (\$ Ths)	47.9	46.5	46.2	46.4	47.1	48.3	50.3	52.0	54.2	57.0	59.1	60.6
Population (Ths)	2,111.9	2,139.4	2,175.8	2,225.5	2,270.4	2,322.9	2,385.9	2,458.3	2,537.2	2,620.8	2,706.9	2,794.8
% Change	1.2	1.3	1.7	2.3	2.0	2.3	2.7	3.0	3.2	3.3	3.3	3.2
Net Migration (000)	10.0	14.8	24.8	37.2	33.3	39.7	51.2	60.4	66.8	71.2	73.7	75.2
Single-Family Permits	3,707.0	4,221.0	4,533.0	7,322.0	9,222.0	9,806.0	12,308.5	16,420.7	23,206.0	26,341.0	26,859.9	26,745.6
Multifamily Permits	780.0	1,033.0	1,972.0	4,684.0	6,341.0	6,309.0	7,488.4	10,622.5	14,331.2	12,793.4	10,108.7	10,342.9
Fhfa House Price (1995Q1=100)	191.2	164.9	149.6	147.0	161.3	178.9	195.4	206.5	213.2	214.3	214.5	217.2

Source: Moody's Economy.com

RECENT PERFORMANCE

Orlando-Kissimmee-Sanford is making good progress. Job growth in the economy is above average, and the unemployment rate is down to 4.6%, the lowest in nine years. Wage growth, however, has been weak. Hourly earnings in private industries rose steadily in the first few years

of the recovery but have struggled to break new ground since 2014. Wage growth has been weak because half of the private sector jobs created in the last year have been low-wage jobs in leisure/hospitality, administration and retail. The housing market has picked up significantly. Housing starts are up 50% from a year earlier, and construction employment is rising at a double-digit annual rate. House prices, meanwhile, grew around 7% last year, a bit slower than in the rest of Florida but faster than the nationwide pace.

PUBLIC INFRASTRUCTURE

Several productivity-enhancing infrastructure projects augur well for longer-term growth. This includes the 21-mile renovation of the metro area's major thoroughfare, known as the I-4 Ultimate project. This six-year, \$2.3 billion overhaul will widen and replace overpasses and add four express lanes with dynamic toll pricing to the interstate. By 2018, the area will also complete a \$1.1 billion airport expansion that will increase capacity at the North Terminal and add an intermodal rail station that will enable airline passengers to transfer to local and regional trains. Next month, officials will break ground on Phase 2 of SunRail, the area's 2-year-old commuter rail line. The \$190 million extension is vital because it will add service to the area's largest suburban job centers. These projects have contributed to the surge in construction employment, and this growth will continue.

CENTRAL FLORIDA'S NEW HEART

Over the next 10 years, total employment in Orlando-Kissimmee-Sanford will surpass that in Tampa, the metro area's Central Florida rival, for the first time. Orlando-Kissimmee-Sanford's workforce is growing more quickly because its pivotal leisure and hospitality industry is labor-intensive. For instance, Walt Disney World employs the nation's largest number of private workers at a single site. With many expansions planned or under construction, job growth at the area's theme parks will be strong for several years. The area also benefits from public infrastructure that makes the local labor force more productive than Tampa's, including a larger airport, a more extensive highway network, a commuter rail system, and the country's largest university campus by undergraduate enrollment.

PUERTO RICAN EXODUS

Among metro areas with more than 1 million residents, Orlando-Kissimmee-Sanford's population growth is the nation's second-fastest after that of Austin, Texas and will strengthen further in coming years. The financial crisis in Puerto Rico is helping to fuel faster population growth. Florida's Puerto Rican population has doubled since 2000, and if current migration patterns persist, Florida will overtake New York as the U.S. state with the most transplants from the island within 10 years.

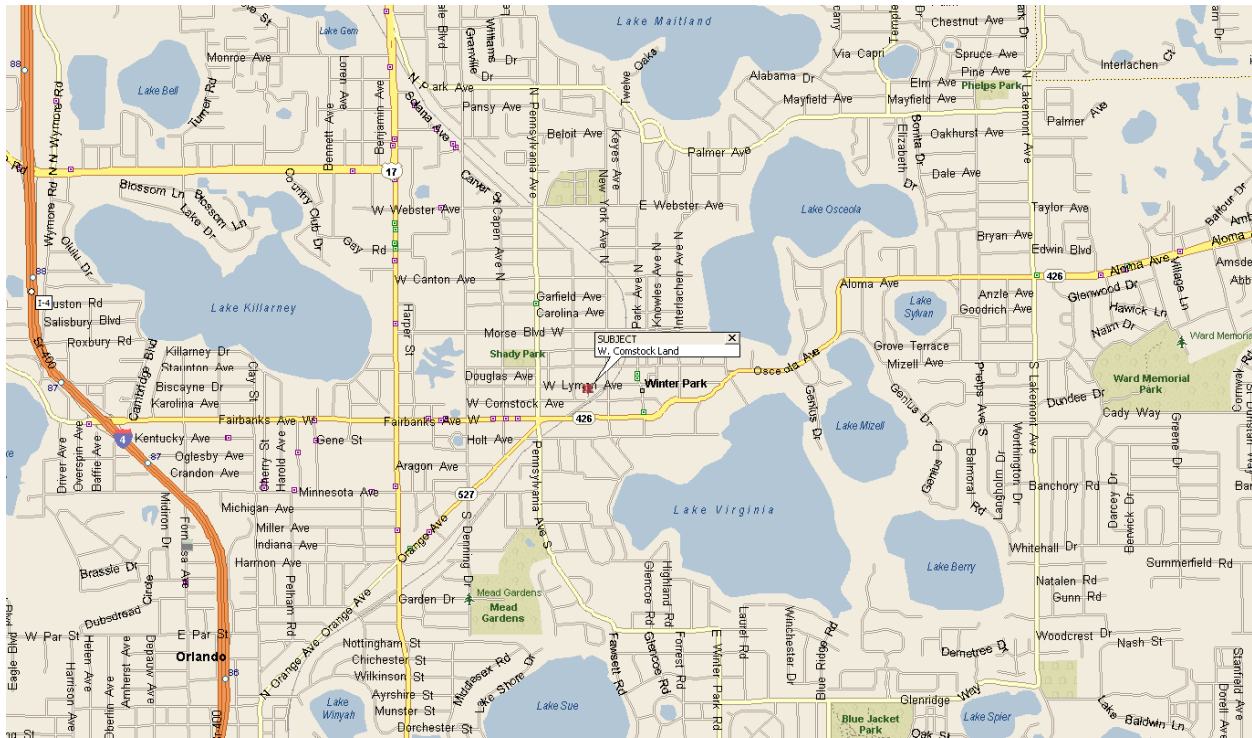
The influx of migrants is good news for Orlando-Kissimmee-Sanford's employers. About 70% of Puerto Rico's migrants to Florida have relocated to Orlando-Kissimmee-Sanford; this exodus

consists mainly of 18- to 44-year-olds, and a significant number of them are college educated. But these new residents spell trouble for the area's employees because they will bring new competition to the labor force and depress wage growth.

CONCLUSION

Orlando-Kissimmee-Sanford will build on last year's solid economic growth as abundant job opportunities for skilled and unskilled labor, moderate costs, robust in-migration, and a thriving tourism industry will enable the metro area to outperform the state and the nation this year and next. A rebound in the housing market and theme park expansions will limit slowing into the decade's end.

Neighborhood Analysis



LOCATION

The subject is in the City of Winter Park, a suburb of Orlando. The City of Winter Park is situated in northern Orange County, about five miles north of the Orlando Central Business District. The subject location is within the transitioning Hannibal Square mixed-use area of west Winter Park.

BOUNDARIES

The neighborhood boundaries are detailed as follows:

North:	North Park Avenue
South:	Fairbanks Avenue
East:	Lake Osceola
West:	Orlando Avenue

LAND USE

Land uses in west Winter Park contain a variety of mixed-uses including the Farmers Market, Hannibal Square, a SunRail Station and the Winter Park Community Center. Retail uses are mostly located along Fairbanks Avenue and Orlando Avenue and include Winter Park Village, Lakeside Village and Lakeside Crossings (under construction), as well as numerous free standing retailers.

Residential uses within the subject neighborhood consist of single family residential uses, multifamily apartments and condominiums. According to Claritas, Inc., the median home value within a three-mile radius is \$285,269. This area has historically been a low-income area that is gentrifying due increased demand for retail and residential housing in Winter Park.

Commercial land uses consist primarily of mixed office and commercial buildings, single tenant offices, restaurants, banks, strip centers, boutiques and neighborhood shopping centers at major intersections. There is a shopping boutique district along Park Avenue, which is home to many independent shops as well as some national chains. This area is also well known for its many popular restaurants and bars.

Hannibal Square contains a shopping and entertainment district that is a mix of historic and newer buildings constructed from 1945 to 2005 along West New England and West Welbourne avenues between South Pennsylvania and South Virginia avenues. Past redevelopment has focused on shops, restaurants, professional offices and apartments, with the success of the commercial portion of Hannibal Square sparking demand for new townhomes and residences that are being constructed among the existing area's low-income residents.

Institutional uses are also located in the Hannibal Square area and include the Winter Park recreation center/park, farmers market and the Amtrak/SunRail station.

GROWTH PATTERNS

The subject neighborhood is almost fully developed and transitioning. As such, most new development has been renovations and redevelopment of older properties to more dense/intense uses and higher quality improvements. The primary growth drivers are the success of the Hannibal Square shopping and nighttime district which has led to increased demand for new residential development in the area.

Gentrification of the area began in the early 2000's and is ongoing with the most new recent residential developments reflecting high value infill townhomes and detached residences. The Virginia Brownstones was developed by Phil Kean in 2014 and contains 28 three-story townhomes ranging in size from 3,027 to 4,512 square feet, priced at more than \$1 million per unit.

The Gardens at West Winter Park is a David Weekley Homes development that is currently under construction. This development contains 12 two-story residences ranging from 2,000 to 2,500 square feet with listing prices from \$699,000 to \$829,000.

The Lyman Avenue Villas, which are located adjacent to the subject, includes both townhomes and single family homes that were also developed by David Weekley homes. This project contains seven townhomes fronting Lyman Avenue and two single family residences along W. Comstock Avenue. The townhomes sold from \$599,000 to \$615,500 and the single family residences sold for around \$670,000.

ACCESS

North-south access is provided by Orlando Avenue (US Highway 17-92) to the west and by Semoran Boulevard (State Road 436) to the east. East-west access is provided by Fairbanks Avenue (SR 426) and Lee Road. Regional access to the subject neighborhood is provided by Interstate 4 (with exits at Fairbanks Avenue and Lee Road), and State Road 417 (with exits at SR 426). Interstate 4 provides direct access to the Orlando Central Business District and Walt Disney World, as well as communities along the east and west coasts of Central Florida.

Local surface streets provide direct access to the area and include New York Avenue, Pennsylvania Avenue, Morse Boulevard, Denning Street and Comstock Avenue, among others.

The Amtrak Station also services as the new SunRail commuter railway station, which is approximately four blocks northeast of the subject. Winter Park is within the 31 mile first phase of SunRail linking DeBary to Orlando.

DEMOGRAPHICS

Selected neighborhood demographics in 1-, 3-, and 5-mile radii from the subject are shown in the following table:

SELECTED NEIGHBORHOOD DEMOGRAPHICS			
301 W. Comstock Ave. Winter Park, Florida	1 Mile	3 Miles	5 Miles
Population			
2021 Population	8,781	93,381	265,045
2016 Population	8,370	88,552	252,345
2010 Population	7,905	81,888	236,540
2000 Population	7,899	78,978	231,009
Annual Growth 2016 - 2021	0.96%	1.07%	0.99%
Annual Growth 2010 - 2016	0.96%	1.31%	1.08%
Annual Growth 2000 - 2010	0.01%	0.36%	0.24%
Households			
2021 Households	4,208	43,298	122,586
2016 Households	3,960	40,730	115,507
2010 Households	3,648	37,020	105,989
2000 Households	3,696	34,997	100,550
Annual Growth 2016 - 2021	1.22%	1.23%	1.20%
Annual Growth 2010 - 2016	1.38%	1.60%	1.44%
Annual Growth 2000 - 2010	-0.13%	0.56%	0.53%
Income			
2016 Median Household Income	\$46,021	\$56,045	\$47,126
2016 Average Household Income	\$89,535	\$87,332	\$70,242
2016 Per Capita Income	\$42,356	\$40,169	\$32,152
Age 25+ College Graduates - 2016	2,877	33,123	71,297
Age 25+ Percent College Graduates - 2016	50.0%	50.8%	38.7%
Source: Nielsen/Claritas			

The area demographics indicate a stable neighborhood with a lower population base located within the one-mile radius, as compared to the three and five-mile radii. Overall, this area indicates above average median income and college graduation rates.

CONCLUSION

The subject neighborhood is a mixed-use area of west Winter Park that is gentrifying from redevelopment. It is mostly built out with some vacant lots available for redevelopment. The success of the Hannibal Square District is driving demand for new, more modern housing stock that appeals to higher income buyers who desire proximity to downtown Winter Park. Overall, the outlook for the neighborhood is for continued infill redevelopment and slow but stable growth.

TAX MAP



AERIAL MAP



Site Analysis

The following chart summarizes the salient characteristics of the subject site.

SITE SUMMARY AND ANALYSIS			
Physical Description			
Gross Site Area	0.44 Acres	19,325 Sq. Ft.	
Net Site Area	0.44 Acres	19,325 Sq. Ft.	
Primary Road Frontage	W. Comstock Street	72 Feet	
Secondary Road Frontage	CSX Rail Road Tracks	155 Feet	
Average Depth	200 Feet		
Excess Land Area	None	n/a	
Surplus Land Area	None	n/a	
Shape	Irregular		
Topography	Level		
Zoning District	PQP, Public	Quasi-Public	
Future Land Use	Public		
Flood Map Panel No. & Date	12095C0255F	25-Sep-09	
Flood Zone	Zone X		
Adjacent Land Uses	Residential & Railroad		
Comparative Analysis		<u>Rating</u>	
Visibility	Average		
Functional Utility	Assumed adequate		
Traffic Volume	Average		
Adequacy of Utilities	Assumed adequate		
Landscaping	Average		
Drainage	Assumed adequate		
Utilities		<u>Provider</u>	<u>Adequacy</u>
Water	City of Winter Park	Yes	
Sewer	City of Winter Park	Yes	
Electricity	City of Winter Park	Yes	
Mass Transit	LYNX	Yes	
Other		<u>Yes</u>	<u>No</u>
Detrimental Easements			<u>Unknown</u>
Encroachments			X
Deed Restrictions			X
Reciprocal Parking Rights			X
Source: Various sources compiled by CBRE			

The site is irregular in shape and located at the terminus of a cul-de-sac street with frontage/exposure along the CSX rail right-of-way. The site has about 72 feet of frontage along W. Comstock Street and 155 feet of frontage along the CSX rail road right-of-way, with adequate

frontage for several residential building lots. Surrounding properties are in transition from modest to higher quality residential development.

INGRESS/EGRESS

Ingress and egress is available to the site via a W. Comstock Avenue. W. Comstock Avenue is a 50' public residential street that terminates at the subject. Direct access is unimpeded. Street improvements include curbs, gutters, sidewalks and overhead lights. We note that development to the highest and best use will require shared access from W. Comstock Avenue.

ENVIRONMENTAL ISSUES

We are not qualified to detect the existence of potentially hazardous material or underground storage tanks which may be present on or near the site. The existence of hazardous materials or underground storage tanks may affect the value of the property. We note that the subject is located adjacent to the CSX right-of-way and was previously utilized by the City of Winter Park as a storage lot. For this appraisal, we have specifically assumed that the property is not affected by any hazardous materials that may be present on or near the property.

ADJACENT PROPERTIES

The adjacent land uses are summarized as follows:

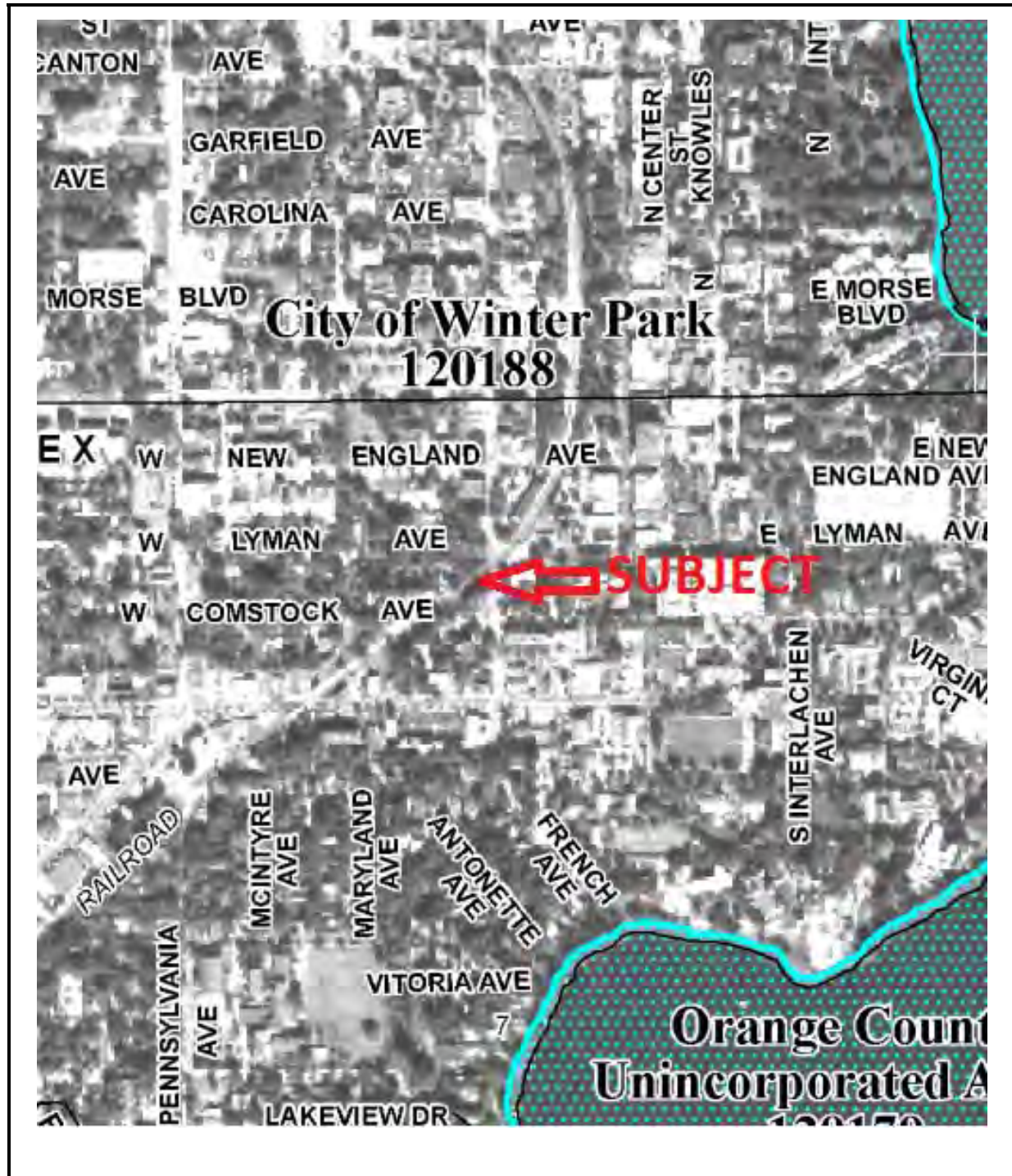
North:	Lyman Avenue Townhomes
South:	CSX rail line & residential uses
East:	CSX rail line
West:	Single Family Residences

The adjacent properties have mostly been redeveloped with townhome or detached single family residential uses that are complementary and provide no specific nuisance with the exception of the rail road right-of-way.

CONCLUSION

The subject site is irregular in shape, containing 19,325 square feet (0.44 Ac.). It has good frontage along W. Comstock Avenue and has been filled and leveled with all utilities available for redevelopment. The adjacent properties are in transition from modest housing and light industrial uses to more upscale townhome and detached single family residential uses.

FLOOD PLAIN MAP



Zoning & Future Land Use

The following chart summarizes the subject's zoning and future land use requirements.

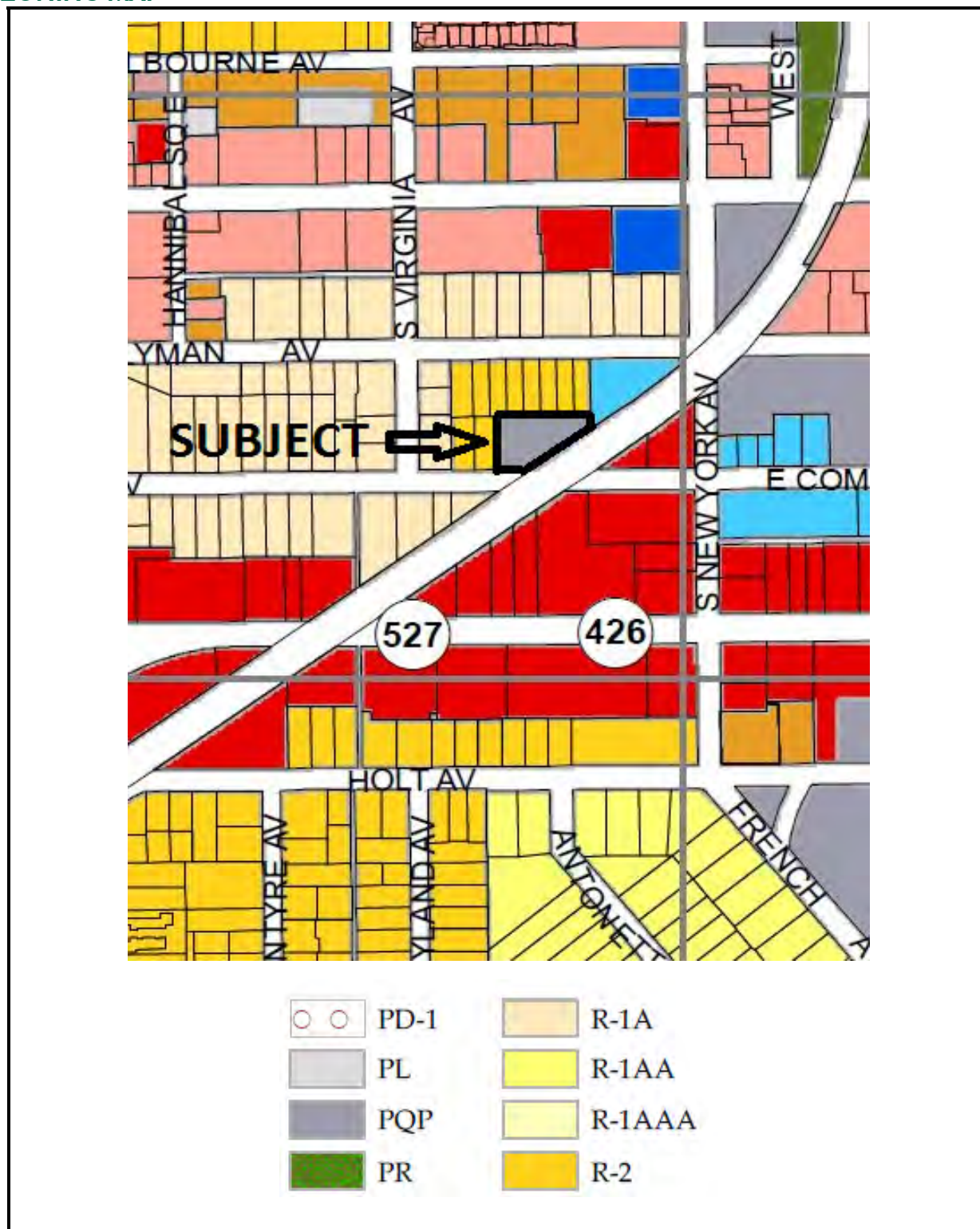
ZONING SUMMARY	
Zoning	PQP, Public Quasi-Public
Future Land Use	Public
Legally Conforming	Yes
Uses Permitted	Public facilities serving neighborhoods and community needs
Zoning Change	Yes- R-1A or R2
Source: Winter Park Planning & Zoning Dept.	

We note the current zoning and future land use are typically holding categories that allow the City to designate uses for a property based on need. Discussions with City Planning and Zoning staff indicate a zoning change to single family residential category similar to surrounding development is desired by City authorities. Further, the City has provided an analysis of potential zoning possibilities for the subject that is included in the Addenda. Thus, we have considered rezoning to an R-1A or R2 zoning classification likely and have assumed this zoning change in the following valuation analysis.

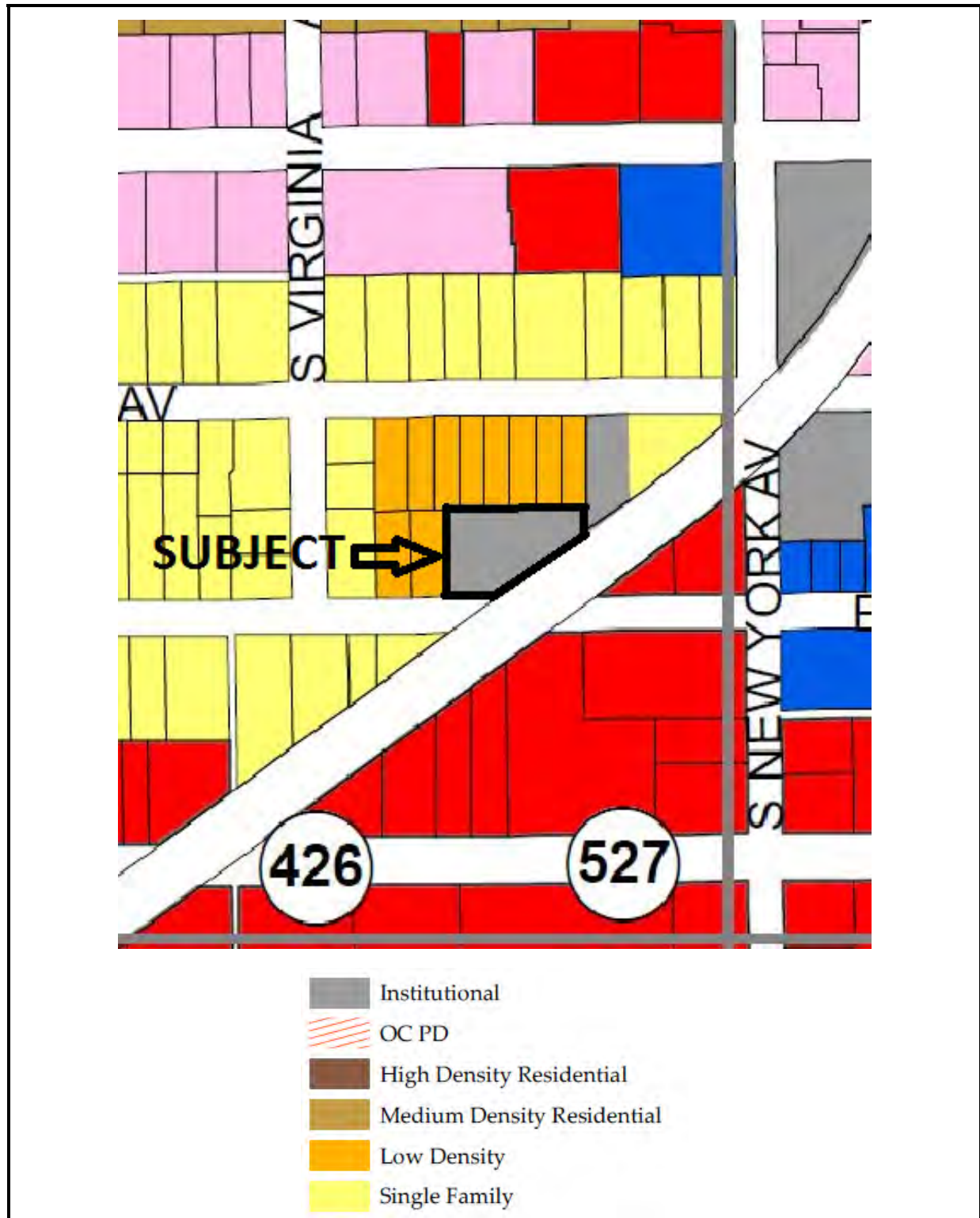
ANALYSIS AND CONCLUSION

The subject is vacant and is currently zoned for municipal use. As discussed, we have assumed a zoning change to a residential category, similar to surrounding development. Thus, our analysis of highest and best use and comparable sales utilized assume a zoning change to residential use, most likely R-1A or R-2, depending on density.

ZONING MAP



FUTURE LAND USE MAP



Tax and Assessment Data

The following summarizes the local assessor's estimate of the subject's assessed value, and taxes, and does not include any furniture, fixtures or equipment. We note that the subject is municipally owned and is currently **not taxed**. The estimated tax obligation, assuming private ownership, is shown below.

AD VALOREM TAX INFORMATION				
Assessor's Market Value	Parcel Description	2014	2015	Pro Forma
05-22-30-9400-68-031		\$521,775	\$521,775	
Subtotal		\$521,775	\$521,775	\$450,000
Assessed Value @		100%	100%	100%
		\$521,775	\$521,775	\$450,000
General Tax Rate	(per \$1,000 A.V.)	17.615800	16.798000	16.798000
Gross Taxes		\$9,191	\$8,765	\$7,559
Less: 4% Early Payment Discount		-\$368	-\$351	-\$302
Net Taxes		\$8,824	\$8,414	\$7,257
Source: Orange County Assessor's Office				

The local property appraiser uses cost, sales and income methods to establish value via mass appraisal techniques. A sale of the subject property is considered as part of their analysis. Properties are assessed as of January 1 of each year with taxes due the following March. A 4% discount is available for early payment in November.

We note that the Orange County Property Appraiser has assessed the subject for greater than our estimated market value. Therefore, we have utilized our estimated market value in the pro forma tax analysis. Additionally, our analysis assumes the subject is privately owned and subject to ad valorem taxes. Since the subject is municipally owned, current taxes are \$0.

Highest and Best Use

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- legally permissible;
- physically possible;
- financially feasible; and
- maximally productive.

The highest and best use analysis of the subject is discussed below.

AS VACANT

Legally Permissible

The subject is municipally owned and is zoned PQP, Public Quasi-Public, with a Public Future Land Use, which were considered holding categories, until the property is ready for development. Winter Park Planning and Zoning authorities indicate a zoning change to a residential use, similar to surrounding properties is likely. An analysis of zoning possibilities performed by City staff was provided for our analysis. This analysis indicates the most likely zoning categories for development of the subject were R-1A, Single Family or R-2, Low Density Residential. A discussion of the most physically possible and financially feasible alternatives follows.

Physically Possible

The subject is irregular in shape with approximately 72 feet of frontage along W. Comstock Avenue and 155 feet of frontage/exposure along the CSX rail road right-of-way, containing 19,325 square feet. The property is served by all necessary utilities, and has an adequate shape and size, sufficient access, etc., to be one or as many as four separately developable sites. The size and shape of the site restrict potential development to two or potentially three units and proximity to the rail road right-of-way also reduces the desirability of the portion of the subject adjacent to the tracks.

We note the success of the recent townhome and detached single family residential development in the area as evidence for the physical possibility and financial feasibility of development.

Financially Feasible

Potential uses of the site include townhome or detached single family development. The determination of financial feasibility is dependent primarily on the relationship of supply and demand for the legally probable land uses versus the cost to create the uses. With respect to the legal uses for the subject site, a zoning change to a residential use is considered likely. Additionally, the local residential market is expanding with strong demand for housing in proximity to downtown Winter Park.

Development of speculative new townhomes and detached single family residences began after the downturn in around 2012 and is best illustrated by the Lyman Avenue Villas, developed by David Weekley Homes. This project is located adjacent to the subject and includes both townhomes and detached single family homes. Finished pricing and recent resales are in the \$610,000 to \$690,000 range (\$300 to \$350 per SF). Based on an approximate 30% land value rule of thumb for finished homes, the lot values in these developments ranged from \$183,000 to \$207,000.

The comparable vacant residential lot sales researched for this assignment were all located in west Winter Park and occurred over the past year. These sales range from \$174,000 to \$280,000 per lot, or from about \$30 to \$45 per square foot of land area. The wide range of pricing is due to locational differences, with the upper end reflecting a premium for proximity to the redevelopment corridors along N. Pennsylvania and Denning Avenues, as well as W. Morse Boulevard. The lower end pricing is generally located along local side streets like N. Capen and Dunbar Avenues, or near the CSX rail road tracks.

The current pricing and number of recent vacant lot sales indicate speculative townhome and/or detached single family residential development is financially feasible in west Winter Park and note that pricing has increased approximately 5 to 10% over the past year.

Given the subject's location adjacent to the CSX rail road right-of-way, we would expect a value for the subject to be at or slightly below the lower end of the lot sales range.

Maximally Productive - Conclusion

The final test of highest and best use as vacant is that use which is maximally productive, yielding the highest return to the land. As noted in the following land valuation section, detached single family lots have an estimated value of around \$200,000, while attached townhome lots not impacted by proximity to the rail road tracts reflect an estimated value of around \$175,000. We would expect a lower unit lot price for subject.

Considering the irregular shape and rail road track frontage, the site could yield two single family lots (R-1A), or three townhome lots (R-2). This results in an overall value as two single family residential lots of \$400,000 (\$200,000 X 2), and an overall value as three townhome lots of about \$450,000 (\$150,000 X 3). Considering the rail road track influence, we would expect a lower individual lot value for the subject.

Based on the information presented above and contained in the market and neighborhood analysis, we conclude that the highest and best use of the subject as if vacant would be the development three townhome residential units.

Appraisal Methodology

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available. Depending on a specific appraisal assignment, any of the following four methods may be used to determine the market value of the fee simple interest of land:

- Sales Comparison Approach;
- Income Capitalization Procedures;
- Allocation; and
- Extraction.

The following summaries of each method are paraphrased from the text.

The first is the sales comparison approach. This is a process of analyzing sales of similar, recently sold parcels in order to derive an indication of the most probable sales price (or value) of the property being appraised. The reliability of this approach is dependent upon (a) the availability of comparable sales data, (b) the verification of the sales data regarding size, price, terms of sale, etc., (c) the degree of comparability or extent of adjustment necessary for differences between the subject and the comparables, and (d) the absence of nontypical conditions affecting the sales price. This is the primary and most reliable method used to value land (if adequate data exists).

The income capitalization procedures include three methods: land residual technique, ground rent capitalization, and Subdivision Development Analysis. A discussion of each of these three techniques is presented in the following paragraphs.

The land residual method may be used to estimate land value when sales data on similar parcels of vacant land are lacking. This technique is based on the principle of balance and the related concept of contribution, which are concerned with equilibrium among the agents of production--i.e. labor, capital, coordination, and land. The land residual technique can be used to estimate land value when: 1) building value is known or can be accurately estimated, 2) stabilized, annual net operating income to the property is known or estimable, and 3) both building and land capitalization rates can be extracted from the market. Building value can be estimated for new or proposed buildings that represent the highest and best use of the property and have not yet incurred physical deterioration or functional obsolescence.

The subdivision development method is used to value land when subdivision and development represent the highest and best use of the appraised parcel. In this method, an appraiser determines the number and size of lots that can be created from the appraised land physically, legally, and economically. The value of the underlying land is then estimated through a discounted cash flow analysis with revenues based on the achievable sale price of the finished product and expenses based on all costs required to complete and sell the finished product.

The ground rent capitalization procedure is predicated upon the assumption that ground rents can be capitalized at an appropriate rate to indicate the market value of

a site. Ground rent is paid for the right to use and occupy the land according to the terms of the ground lease; it corresponds to the value of the landowner's interest in the land. Market-derived capitalization rates are used to convert ground rent into market value. This procedure is useful when an analysis of comparable sales of leased land indicates a range of rents and reasonable support for capitalization rates can be obtained.

The allocation method is typically used when sales are so rare that the value cannot be estimated by direct comparison. This method is based on the principle of balance and the related concept of contribution, which affirm that there is a normal or typical ratio of land value to property value for specific categories of real estate in specific locations. This ratio is generally more reliable when the subject property includes relatively new improvements. The allocation method does not produce conclusive value indications, but it can be used to establish land value when the number of vacant land sales is inadequate.

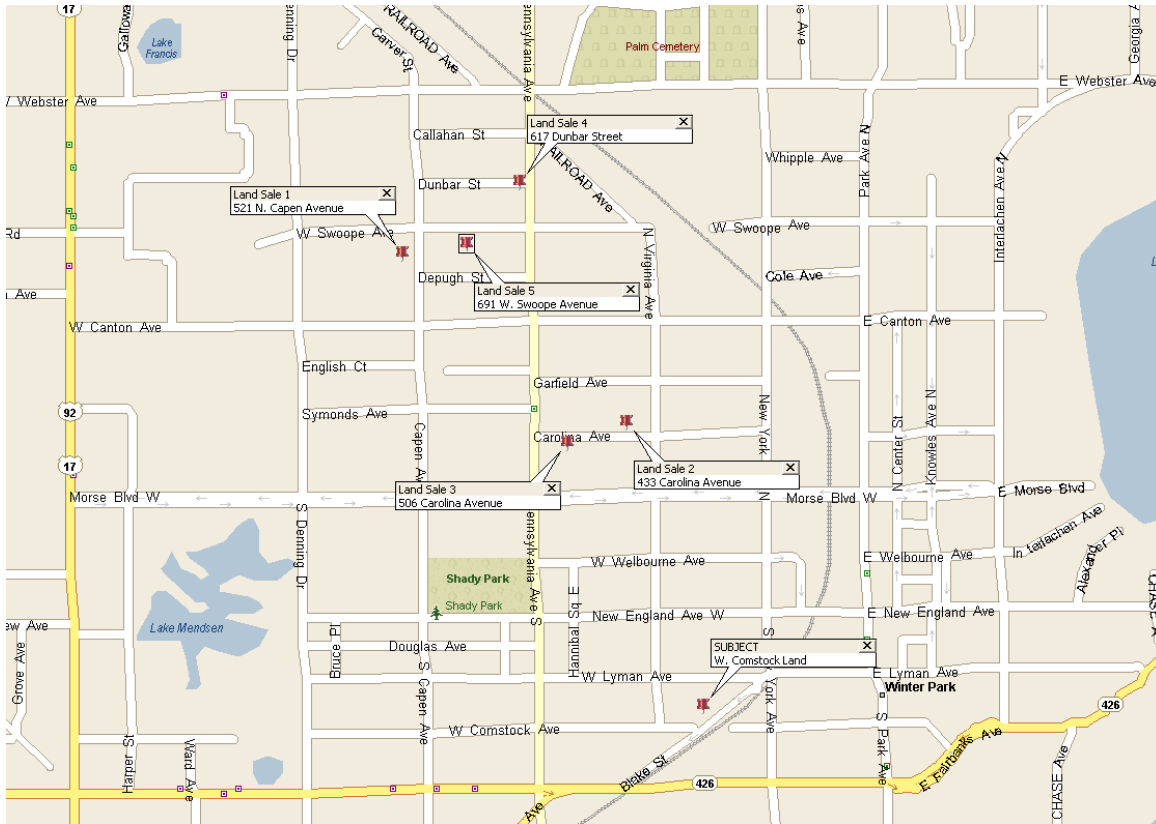
The extraction method is a variant of the allocation method in which land value is extracted from the sale price of an improved property by deducting the contribution of the improvements, which is estimated from their depreciated costs. The remaining value represents the value of the land. Value indications derived in this way are generally unpersuasive because the assessment ratios may be unreliable and the extraction method does not reflect market considerations.

METHODOLOGY APPLICABLE TO THE SUBJECT

For the purposes of this analysis, we have utilized the sales comparison approach. The income capitalization/subdivision development approach is typically used for larger residential sites that are feasible for immediate development. The other methodologies are used primarily when comparable land sales data is non-existent. Since there is good comparable data available the other approaches are not applicable and have not been used.

Land Value

The following map and table summarize the comparable data used in the valuation of the subject site. A detailed description of each transaction is included in the Addenda.



SUMMARY OF COMPARABLE LAND SALES

No.	Property Location	Transaction Type	Date	Proposed Use	Actual Sale Price	Adjusted Sale Price ¹	Price Per Lot
1	521 N. Capen Avenue, Winter Park, FL	Sale	Jul-16	Redvelopment w/SRF	\$209,900	\$215,900	\$215,900
2	433 Carolina Avenue, Winter Park, FL	Sale	Mar-16	SFR	\$280,000	\$280,000	\$280,000
3	506 Carolina Avenue, Winter Park, FL	Sale	Oct-15	SFR	\$280,000	\$280,000	\$280,000
4	617 Dunbar Street, Winter Park, FL	Sale	Sep-15	SFR	\$180,000	\$180,000	\$180,000
5	691 W. Swoope Avenue, Winter Park, FL	Sale	Aug-15	SFR	\$174,000	\$174,000	\$174,000
Subject	301 W. Comstock Ave., Winter Park, Florida	---	---	Residential Development	---	---	---

¹ Adjusted sale price for cash equivalency and/or development costs (where applicable)

Compiled by CBRE

The sales utilized represent the best vacant residential lot data available for comparison with the subject and were selected from the west Winter Park area. These sales were chosen based on date of sale, use, size and location.

DISCUSSION/ANALYSIS OF LAND SALES

Land Sale One

This sale is located along the west side of N. Capen Avenue, 100 feet south of W. Swoope Avenue in Winter Park, Florida. The property is a 50' x 120' residential lot (6,000 SF) that was purchased for speculative redevelopment. The site is improved with a 1,026 square foot single family residence that was constructed in 1940 and reported to have no contributory value. The cost of demolition is estimated to be \$6,000, with the buyer planning to construct a 2,300 square foot single family residence with an anticipated price ranging from \$250-\$300/SF (\$575,000-\$690,000).

Land Sale Two

This sale is located along the north side of Carolina Avenue, 150 feet west of S. Virginia Avenue in Winter Park, Florida. The property contains a 50' x 120' residential lot that had been cleared for speculative development. The site location reflects a premium in west Winter Park due to proximity to the N. Pennsylvania Avenue and W. Morse Boulevard corridors.

Land Sale Three

This sale is located along the south side of Carolina Avenue, 237 feet east of N. Pennsylvania Avenue in Winter Park, Florida. The property contains a 50' x 135' residential lot that had been cleared for speculative development. The site has good depth that includes 1/2 of a vacated ROW. This area reflects a locational premium for west Winter Park due to proximity to the N. Pennsylvania Avenue and W. Morse Boulevard corridors.

Land Sale Four

This sale is located along the north side of Dunbar Street, 60 feet west N. Pennsylvania Avenue, In Winter Park, Florida. The property contains a 60' x 103' residential lot that had been cleared for speculative residential development. It is zoned R-1A and allows a maximum FAR of 43%.

Land Sale Five

This sale is located along the north side of W. Swoope Avenue, 180 feet east of N. Capen Avenue in Winter Park, Florida. This property contains a 60' x 103' single family residential lot that had been cleared and was available for speculative development. The site is zoned R-1A with a maximum floor area of 43% and was purchased by the adjacent property owner.

SUMMARY OF ADJUSTMENTS

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable.

LAND SALES ADJUSTMENT GRID						
Comparable Number	1	2	3	4	5	Subject
Transaction Type	Sale	Sale	Sale	Sale	Sale	---
Transaction Date	Jul-16	Mar-16	Oct-15	Sep-15	Aug-15	---
Proposed Use	Redevelopment w/SRF	SFR	SFR	SFR	SRF	
Actual Sale Price	\$209,900	\$280,000	\$280,000	\$180,000	\$174,000	---
Adjusted Sale Price ¹	\$215,900	\$280,000	\$280,000	\$180,000	\$174,000	---
Size (Acres)	0.14	0.14	0.16	0.14	0.14	0.44
Size (SF)	6,000	6,000	6,750	6,180	6,180	19,325
Zoning	R-1A	R-1A	R-1A	R-1A	R-1A	R-2
Maximum FAR	0.43	0.43	0.43	0.43	0.43	0.55
Price Per SF	\$35.98	\$46.67	\$41.48	\$29.13	\$28.16	---
Price Per Lot	\$215,900	\$280,000	\$280,000	\$180,000	\$174,000	---
Price Per Lot	\$215,900	\$280,000	\$280,000	\$180,000	\$174,000	
Property Rights Conveyed	0%	0%	0%	0%	0%	
Financing Terms ¹	0%	0%	0%	0%	0%	
Conditions of Sale	0%	0%	0%	0%	0%	
Market Conditions (Time)	0%	0%	0%	5%	5%	
Subtotal	\$215,900	\$280,000	\$280,000	\$189,000	\$182,700	
Size	0%	0%	0%	0%	0%	
Shape	0%	0%	0%	0%	0%	
Corner	0%	0%	0%	0%	0%	
Frontage	-15%	-15%	-15%	-15%	-15%	
Topography	0%	0%	0%	0%	0%	
Location	0%	-20%	-20%	0%	0%	
Zoning/Density	0%	0%	0%	0%	0%	
Utilities	0%	0%	0%	0%	0%	
Highest & Best Use	0%	0%	0%	0%	0%	
Total Other Adjustments	-15%	-35%	-35%	-15%	-15%	
Value Indication for Subject	\$183,515	\$182,000	\$182,000	\$160,650	\$155,295	

¹ Adjusted sale price for cash equivalency and/or development costs (where applicable)

Compiled by CBRE

CONCLUSION

The comparable lot sales were all vacant residential lots located in west Winter Park that have occurred within the past year.

Sale 1 is a recent sale located along N. Capen Avenue that was purchased for speculative development. This sale was adjusted downward for superior frontage and has generally similar neighborhood influences, but is not impacted by rail proximity. Thus, after adjustment, we would expect a lower individual lot price for the subject.

Sales 2 and 3 are located along Carolina Avenue and were adjusted downward for superior frontage and downward for superior location in a more desirable area for development near W. Morse Boulevard. After adjustment, these sales were generally superior and we would expect a lower individual lot price for the subject.

Sale 4 is located along Dunbar Street and was adjusted upward for market conditions that were inferior to current conditions and downward for superior frontage. This sale is the closest in

proximity to the CSX right of way, but is less impacted by the tracks than the subject. Additionally, surrounding development is primarily older residences, compared to new residential development adjacent to the subject. Thus, after adjustment, we would expect a slightly lower individual lot price for the subject.

Sale 5 was located along W. Swoope Street and was also adjusted upward for inferior market conditions and downward for superior frontage. Existing development surrounding this sale is also older residences compared to the newer residential homes adjacent to the subject. After adjustment, we would expect a slightly lower individual lot price for the subject.

Overall, Sale 1 is the most current sale and was considered slightly superior to the subject with no rail influence. Sales 2 and 3 were superior due to location and set the upper end of the adjusted price range. Sales 4 and 5 are generally similar in location with no rail influence but inferior surrounding development setting the lower adjusted price range. In conclusion, a lot indication at or slightly below the lower end of the range was most appropriate. The following table presents the valuation conclusion:

CONCLUDED LAND VALUE				
Price Per Lot		No. Subject Lots		Total
\$150,000	x	3	=	\$450,000
\$155,000	x	3	=	\$465,000
Indicated Value:				\$450,000
Rounded Per Lot				\$150,000
Compiled by CBRE				

Reconciliation of Value

In the sales comparison approach, the subject site is compared to similar vacant lots that have been sold recently or for which listing prices or offers are known. The sales used in this analysis are highly comparable to the subject, and required adjustments based on reasonable rationale. In addition, market participants are currently analyzing purchase prices on other properties as they relate to available substitutes in the market. Therefore, the sales comparison approach provides the most reliable value indication.

Based on the foregoing, the market value of the subject has been concluded as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is	Fee Simple Estate	August 22, 2016	\$450,000
Compiled by CBRE			

Assumptions and Limiting Conditions

1. CBRE, Inc. through its appraiser (collectively, "CBRE") has inspected through reasonable observation the subject property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The report, including its conclusions and any portion of such report (the "Report"), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
 - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
 - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
 - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
 - (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
 - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
 - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
 - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, nor national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
 - (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently or super-efficiently.
 - (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.
 - (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.

- (xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property nor reviewed or confirmed the accuracy of any legal description of the subject property.

Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.

4. CBRE has assumed that all documents, data and information furnished by or behalf of the client, property owner, or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
5. CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including without limitation any termite inspection, survey or occupancy permit.
6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections.
8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.
9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.
10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.

13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.

ADDENDA

Addendum A

LAND SALE DATA SHEETS

Property Name N. Capen Avenue Lot
 Address 521 N. Capen Avenue
 Winter Park, FL 32789
 United States

Government Tax Agency Orange
 Govt./Tax ID 06-22-1-30-1168-03-012

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.138	6,000
Land Area Gross	0.138	6,000

Site Development Status	Finished
Shape	Rectangular
Topography	Level, At Street Grade
Utilities	All Available

Maximum FAR 0.00
 Min Land to Bldg Ratio 13,953.49:1
 Maximum Density N/A

Frontage Distance/Street 50 ft N. Capen

General Plan N/A
 Specific Plan Speculative SFR
 Zoning R-1A
 Entitlement Status N/A

**Sale Summary**

Recorded Buyer	Blue Star Home Solutions, Inc.	Marketing Time	2 Month(s)
True Buyer	N/A	Buyer Type	N/A
Recorded Seller	Tarpen X, LLC	Seller Type	Private Investor
True Seller	N/A	Primary Verification	Richard Rutledge 407-641-1591

Interest Transferred Fee Simple/Freehold
 Current Use SRF
 Proposed Use Redvelopment w/SRF
 Listing Broker Jeff Hamilton
 Selling Broker Richard Rutledge
 Doc # 20160379790

Type	Sale
Date	7/20/2016
Sale Price	\$209,900
Financing	All Cash
Cash Equivalent	\$209,900
Capital Adjustment	\$6,000
Adjusted Price	\$215,900

Transaction Summary plus Five-Year CBRE View History


<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Cash Equivalent Price/sf</u>
07/2016	Sale	Blue Star Home Solutions, Inc.	Tarpen X, LLC	\$209,900	N/A

Sale	Land - Single Unit Residential	No. 1
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Units of Comparison		
	\$35.98 / sf	N/A / Unit
	\$1,567,901.23 / ac	N/A / Allowable Bldg. Units
		\$502,093.02 / Building Area

Financial
No information recorded

Map & Comments



This sale is located along the west side of N. Capen Avenue, 100 feet south of W. Swoope Avenue in Winter Park, Florida. The property is a 50' x 120' residential lot (6,000 SF) that was purchased for speculative redevelopment. The site is improved with a 1,026 square foot single family residence that was constructed in 1940 and reported to have no contributory value. The cost of demolition is estimated to be \$6,000, with the buyer planning to construct a 2,300 square foot single family residence with an anticipated price ranging from \$250-\$300/SF (\$575,000-\$690,000).

Property Name Carolina Lot
 Address 433 Carolina Avenue
 Winter Park, FL 32789
 United States

Government Tax Agency Orange
 Govt./Tax ID 05-22-30-9400-24-230

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.138	6,000
Land Area Gross	0.138	6,000

Site Development Status	Finished
Shape	Rectangular
Topography	Level, At Street Grade
Utilities	All Available

Maximum FAR 0.00
 Min Land to Bldg Ratio 13,953.49:1
 Maximum Density N/A

Frontage Distance/Street 50 ft Carolina Avenue

General Plan N/A
 Specific Plan N/A
 Zoning R-1A
 Entitlement Status N/A

**Sale Summary**

Recorded Buyer	Athos Properties, LLC	Marketing Time	6 Month(s)
True Buyer	N/A	Buyer Type	N/A
Recorded Seller	Norma English	Seller Type	N/A
True Seller	N/A	Primary Verification	MLS, David Tanner 407-808-9110

Interest Transferred Fee Simple/Freehold
 Current Use Vacant
 Proposed Use SFR
 Listing Broker David Tanner
 Selling Broker Miquel Kaled, Jr.
 Doc # 20160155323

Type	Sale
Date	3/17/2016
Sale Price	\$280,000
Financing	Cash to Seller
Cash Equivalent	\$280,000
Capital Adjustment	\$0
Adjusted Price	\$280,000

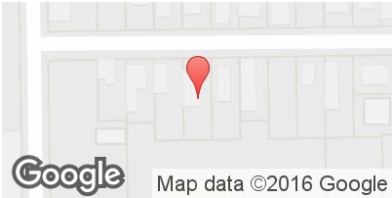
Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Cash Equivalent Price/sf</u>
03/2016	Sale	Athos Properties, LLC	Norma English	\$280,000	N/A
10/2015	Sale	Steven Lazor	Carlos Sagami	\$280,000	N/A

Units of Comparison		
	\$46.67 / sf	N/A / Unit
	\$2,033,405.95 / ac	N/A / Allowable Bldg. Units
		\$651,162.79 / Building Area

Financial
No information recorded

Map & Comments



This sale is located along the north side of Carolina Avenue, 150 feet west of S. Virginia Avenue in Winter Park, Florida. The property contains a 50' x 120' residential lot that had been cleared for speculative development. The site location reflects a premium in west Winter Park due to proximity to the N. Pennsylvania Avenue and W. Morse Boulevard corridors.

Property Name Carolina Lot
 Address 506 Carolina Avenue
 Winter Park, FL 32789
 United States

Government Tax Agency Orange
 Govt./Tax ID 05-22-30-9400-32-080

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.155	6,750
Land Area Gross	0.155	6,750

Site Development Status	Finished
Shape	Rectangular
Topography	Level, At Street Grade
Utilities	All Available

Maximum FAR 0.00
 Min Land to Bldg Ratio 15,697.67:1
 Maximum Density N/A

Frontage Distance/Street 50 ft Carolina Avenue

General Plan N/A
 Specific Plan N/A
 Zoning R-1A
 Entitlement Status N/A

**Sale Summary**

Recorded Buyer	Steven Lazor	Marketing Time	1 Month(s)
True Buyer	N/A	Buyer Type	N/A
Recorded Seller	Carlos Sagami	Seller Type	N/A
True Seller	N/A	Primary Verification	MLS, David Tanner 407-808-9110

Interest Transferred Fee Simple/Freehold
 Current Use Vacant
 Proposed Use SFR
 Listing Broker David Tanner
 Selling Broker N/A
 Doc # 2015558737

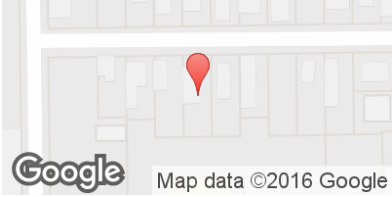
Type	Sale
Date	10/2/2015
Sale Price	\$280,000
Financing	Cash to Seller
Cash Equivalent	\$280,000
Capital Adjustment	\$0
Adjusted Price	\$280,000

Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Cash Equivalent Price/sf</u>
10/2015	Sale	Steven Lazor	Carlos Sagami	\$280,000	N/A

Units of Comparison		
	\$41.48 / sf	N/A / Unit
	\$1,806,451.61 / ac	N/A / Allowable Bldg. Units
		\$651,162.79 / Building Area

Financial
No information recorded

Map & Comments
<div>  <p>This sale is located along the south side of Carolina Avenue, 237 feet east of N. Pennsylvania Avenue in Winter Park, Florida. The property contains a 50' x 135' residential lot that had been cleared for speculative development. The site has good depth that includes 1/2 of a vacated ROW. This area reflects a locational premium for west Winter Park due to proximity to the N. Pennsylvania Avenue and W. Morse Boulevard corridors.</p> </div>

Property Name Dunbar St. Residential Lot
 Address 617 Dunbar Street
 Winter Park, FL 32789
 United States

Government Tax Agency Orange
 Govt./Tax ID 06-22-30-1212-02-190

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.142	6,180
Land Area Gross	0.142	6,180



Site Development Status	Finished
Shape	Rectangular
Topography	Level, At Street Grade
Utilities	All Available

Maximum FAR 0.00
 Min Land to Bldg Ratio 14,372.09:1
 Maximum Density N/A

Frontage Distance/Street 60 ft Dunbar Street

General Plan N/A
 Specific Plan N/A
 Zoning R-1A
 Entitlement Status N/A

Sale Summary

Recorded Buyer	Gearner Associates, Inc.	Marketing Time	1 Month(s)
True Buyer	N/A	Buyer Type	N/A
Recorded Seller	Windermere-Winter Park Ventures, LLC	Seller Type	N/A
True Seller	N/A	Primary Verification	MLS, David Tanner 407-808-9110

Interest Transferred Fee Simple/Freehold
 Current Use N/A
 Proposed Use N/A
 Listing Broker Christine Glenman
 Selling Broker David Tanner
 Doc # 10987-514


Type	Sale
Date	9/21/2015
Sale Price	\$180,000
Financing	Cash to Seller
Cash Equivalent	\$180,000
Capital Adjustment	\$0
Adjusted Price	\$180,000

Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Cash Equivalent Price/sf</u>
09/2015	Sale	Gearner Associates, Inc.	Windermere-Winter Park Ventures, LLC	\$180,000	N/A

Units of Comparison		
	\$29.13 / sf	N/A / Unit
	\$1,268,498.94 / ac	N/A / Allowable Bldg. Units
		\$418,604.65 / Building Area
Financial		

No information recorded

Map & Comments	
	<p>This sale is located along the north side of Dunbar Street, 60 feet west N. Pennsylvania Avenue, In Winter Park, Florida. The property contains a 60' x 103' residential lot that had been cleared for speculative residential development. It is zoned R-1A and allows a maximum FAR of 43%.</p>

Property Name W. Swoope Avenue Lot
 Address 691 W. Swoope Avenue
 Winter Park, FL 32789
 United States

Government Tax Agency Orange
 Govt./Tax ID 06-22-30-1212-03-140

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.142	6,180
Land Area Gross	0.142	6,180

Site Development Status	Finished
Shape	Rectangular
Topography	Level, At Street Grade
Utilities	All Available

Maximum FAR 0.00
 Min Land to Bldg Ratio 14,372.09:1
 Maximum Density N/A

Frontage Distance/Street 60 ft W. Swoope Avenue

General Plan N/A
 Specific Plan N/A
 Zoning R-1A
 Entitlement Status N/A

**Sale Summary**

Recorded Buyer Palindrome One, LLC
 True Buyer N/A
 Recorded Seller Windermere-Winter Park Ventures. LLC
 True Seller N/A

Marketing Time 2 Month(s)
 Buyer Type N/A
 Seller Type N/A
 Primary Verification MLS, David Tanner 407-808-9110

Interest Transferred Fee Simple/Freehold
 Current Use Vacant
 Proposed Use N/A
 Listing Broker Christine Gelman
 Selling Broker David Tanner
 Doc # 10973-291

Type	Sale
Date	8/21/2015
Sale Price	\$174,000
Financing	Cash to Seller
Cash Equivalent	\$174,000
Capital Adjustment	\$0
Adjusted Price	\$174,000


Transaction Summary plus Five-Year CBRE View History

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Buyer</u>	<u>Seller</u>	<u>Price</u>	<u>Cash Equivalent Price/sf</u>
08/2015	Sale	Palindrome One, LLC	Windermere-Winter Park Ventures. LLC	\$174,000	N/A

Sale	Land - Single Unit Residential	No. 5
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Units of Comparison		
	\$28.16 / sf	N/A / Unit
	\$1,226,215.64 / ac	N/A / Allowable Bldg. Units
		\$404,651.16 / Building Area

Financial
No information recorded

Map & Comments	
	<p>This sale is located along the north side of W. Swoope Avenue, 180 feet east of N. Capen Avenue in Winter Park, Florida. This property contains a 60' x 103' single family residential lot that had been cleared and was available for speculative development. The site is zoned R-1A with a maximum floor area of 43% and was purchased by the adjacent property owner..</p>

Addendum B

LEGAL DESCRIPTION

TOWN OF WINTER PARK A/67 & B/86 & MISC BOOK 3/220 LOT 3 (LESS N 125 FT) & LOT 9
BLK 68, ORANGE COUNTY, FLORIDA.

Addendum C

PRÉCIS METRO REPORT - ECONOMY.COM, INC.

ECONOMIC DRIVERS			EMPLOYMENT GROWTH RANK		RELATIVE COSTS		VITALITY					
TOURIST DESTINATION	FINANCIAL CENTER	HIGH TECH	2015-2017 16 1st quintile	2015-2020 9 1st quintile	LIVING 101%	BUSINESS 100%	RELATIVE 127%	RANK 26				
			Best=1, Worst=408		U.S.=100%		U.S.=100% Best=1, Worst=401					
BUSINESS CYCLE STATUS			ANALYSIS									
<div><div>Expansion</div><div>RECOVERY</div><div>At Risk</div><div>Moderating Recession</div><div>In Recession</div></div>			<p>Recent Performance. Orlando-Kissimmee-Sanford is making good progress. Job growth in the economy is above average, and the unemployment rate is down to 4.6%, the lowest in nine years. Wage growth, however, has been weak. Hourly earnings in private industries rose steadily in the first few years of the recovery but have struggled to break new ground since 2014. Wage growth has been weak because half of the private sector jobs created in the last year have been low-wage jobs in leisure/hospitality, administration and retail. The housing market has picked up significantly. Housing starts are up 50% from a year earlier, and construction employment is rising at a double-digit annual rate. House prices, meanwhile, grew around 7% last year, a bit slower than in the rest of Florida but faster than the nationwide pace.</p> <p>Public infrastructure. Several productivity-enhancing infrastructure projects augur well for longer-term growth. This includes the 21-mile renovation of the metro area's major thoroughfare, known as the I-4 Ultimate project. This six-year, \$2.3 billion overhaul will widen and replace overpasses and add four express lanes with dynamic toll pricing to the interstate. By 2018, the area will also complete a \$1.1 billion airport expansion that will increase capacity at the North Terminal and add an intermodal rail station that will enable airline passengers to transfer to local and regional trains. Next month, officials will break ground on Phase 2 of SunRail, the area's 2-year-old commuter rail line. The \$190 million extension is vital because it will add service to the area's largest suburban job centers. These projects have contributed to the surge in construction employment, and this growth will continue.</p> <p>Central Florida's new heart. Over the next 10 years, total employment in ORL will surpass that in Tampa, the metro area's Central Florida rival, for the first time. ORL's workforce is growing more quickly because its pivotal leisure and hospitality industry is labor-intensive. For instance, Walt Disney World employs the nation's largest number of private workers at a single site. With many expansions planned or under construction, job growth at the area's theme parks will be strong for several years. The area also benefits from public infrastructure that makes the local labor force more productive than Tampa's, including a larger airport, a more extensive highway network, a commuter rail system, and the country's largest university campus by undergraduate enrollment.</p> <p>Puerto Rican exodus. Among metro areas with more than 1 million residents, ORL's population growth is the nation's second-fastest after that of Austin TX and will strengthen further in coming years. The financial crisis in Puerto Rico is helping to fuel faster population growth. Florida's Puerto Rican population has doubled since 2000, and if current migration patterns persist, Florida will overtake New York as the U.S. state with the most transplants from the island within 10 years.</p> <p>The influx of migrants is good news for ORL's employers. About 70% of Puerto Rico's migrants to Florida have relocated to ORL; this exodus consists mainly of 18- to 44-year-olds, and a significant number of them are college educated. But these new residents spell trouble for the area's employees because they will bring new competition to the labor force and depress wage growth.</p> <p>Orlando-Kissimmee-Sanford will build on last year's solid economic growth as abundant job opportunities for skilled and unskilled labor, moderate costs, robust in-migration, and a thriving tourism industry will enable the metro area to outperform the state and the nation this year and next. A rebound in the housing market and theme park expansions will limit slowing into the decade's end.</p> <p><i>Kwame Donaldson</i> <i>March 2016</i></p> <p><i>1-866-275-3266</i> <i>help@economy.com</i></p>									
STRENGTHS & WEAKNESSES												
<p>STRENGTHS</p> <ul style="list-style-type: none">Natural and historical advantages for tourism.Strong demographics thanks to in-migration.Ample job opportunities in services.Plentiful land for development. <p>WEAKNESSES</p> <ul style="list-style-type: none">Sensitivity to national and international economic conditions.Stubbornly high foreclosure inventory.												
FORECAST RISKS												
<p>SHORT TERM LONG TERM </p>												
<p>RISK EXPOSURE 2016-2021</p> <p>16 1st quintile</p> <p>Highest=1 Lowest=401</p>												
<p>UPSIDE</p> <ul style="list-style-type: none">In-migration revs up ahead of expectations.Housing revival occurs sooner and is more powerful than expected.SunRail creates more jobs than expected. <p>DOWNSIDE</p> <ul style="list-style-type: none">Upgrades to public infrastructure fail to match private sector growth.Sluggish business confidence inhibits hiring.Dollar rises, hindering international tourism.												
MOODY'S RATING												
<p>Aa2</p> <p>COUNTY AS OF MAY 20, 2013</p>												
2010	2011	2012	2013	2014	2015	INDICATORS	2016	2017	2018	2019	2020	2021
100.9	101.0	102.6	105.8	109.7	114.8	Gross metro product (C09\$ bil)	121.0	128.7	136.3	142.7	148.7	155.4
0.4	0.1	1.7	3.1	3.8	4.6	% change	5.4	6.4	5.9	4.7	4.2	4.5
992.4	1,005.3	1,031.8	1,065.7	1,109.5	1,156.0	Total employment (ths)	1,198.3	1,239.9	1,283.1	1,315.8	1,336.3	1,356.0
-0.5	1.3	2.6	3.3	4.1	4.2	% change	3.7	3.5	3.5	2.6	1.6	1.5
10.9	9.8	8.2	6.8	5.8	5.1	Unemployment rate (%)	4.4	3.9	3.2	3.2	3.4	3.6
4.2	5.7	3.2	2.5	5.9	5.9	Personal income growth (%)	7.0	9.8	10.5	8.4	6.7	6.7
46.5	46.2	46.4	47.1	48.3	50.3	Median household income (\$ ths)	52.0	54.2	57.0	59.1	60.6	62.2
2,139.4	2,175.8	2,225.5	2,270.4	2,322.9	2,385.9	Population (ths)	2,458.3	2,537.2	2,620.8	2,706.9	2,794.8	2,881.0
1.3	1.7	2.3	2.0	2.3	2.7	% change	3.0	3.2	3.3	3.3	3.2	3.1
14.8	24.8	37.2	33.3	39.7	51.2	Net migration (ths)	60.4	66.8	71.2	73.7	75.2	73.6
4,221	4,533	7,322	9,222	9,806	12,309	Single-family permits (#)	16,421	23,206	26,341	26,860	26,746	27,779
1,033	1,972	4,684	6,341	6,309	7,488	Multifamily permits (#)	10,622	14,331	12,793	10,109	10,343	11,263
164.9	149.6	147.0	161.3	178.9	195.4	FHFA house price (1995Q1=100)	206.5	213.2	214.3	214.5	217.2	222.6

ECONOMIC HEALTH CHECK

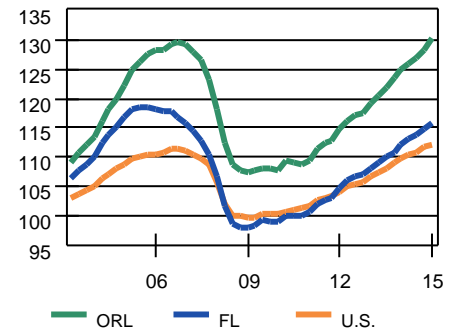
3-MO MA

	Sep 15	Oct 15	Nov 15	Dec 15	Jan 16	Feb 16
Employment, change, ths	4.6	3.9	3.9	3.7	4.7	4.2
Unemployment rate, %	5.0	4.9	4.8	4.7	4.6	4.5
Labor force participation rate, %	63.6	63.7	63.9	64.1	64.4	64.8
Employment-to-population ratio, %	60.4	60.6	60.8	61.1	61.5	61.8
Average weekly hours, #	35.0	35.0	34.9	34.8	34.9	34.8
Industrial production, 2007=100	105.3	105.4	105.1	104.7	104.5	104.3
Residential permits, single-family, #	12,590	13,222	13,767	13,721	13,556	13,987
Residential permits, multifamily, #	10,673	8,950	9,160	7,511	9,386	12,873
<div> <div>Better than prior 3-mo MA</div> <div>Unchanged from prior 3-mo MA</div> <div>Worse than prior 3-mo MA</div> </div>						

Sources: BLS, Census Bureau, Moody's Analytics

BUSINESS CYCLE INDEX

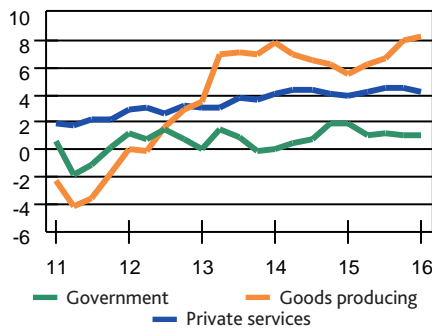
JAN 2002=100



Source: Moody's Analytics

CURRENT EMPLOYMENT TRENDS

% CHANGE YR AGO



Sources: BLS, Moody's Analytics

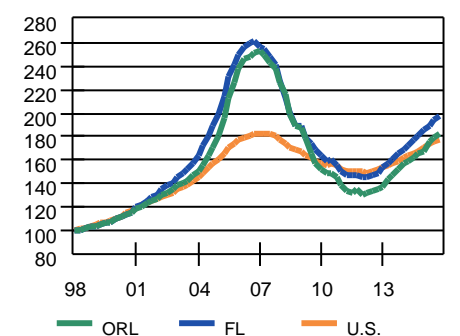
% CHANGE YR AGO, 3-MO MA

	Jun 15	Oct 15	Feb 16
Total	4.1	4.3	4.6
Construction	8.0	8.4	12.6
Manufacturing	3.8	3.9	7.0
Trade	3.3	3.6	2.5
Trans/Utilities	6.4	7.6	7.6
Information	1.8	-0.0	-2.3
Financial Activities	2.1	2.1	0.4
Prof & Business Svcs.	5.9	6.8	7.5
Edu & Health Svcs.	5.6	5.2	3.9
Leisure & Hospitality	3.3	3.4	4.7
Other Services	6.6	6.6	6.5
Government	1.1	1.1	1.5

Sources: BLS, Moody's Analytics

HOUSE PRICE

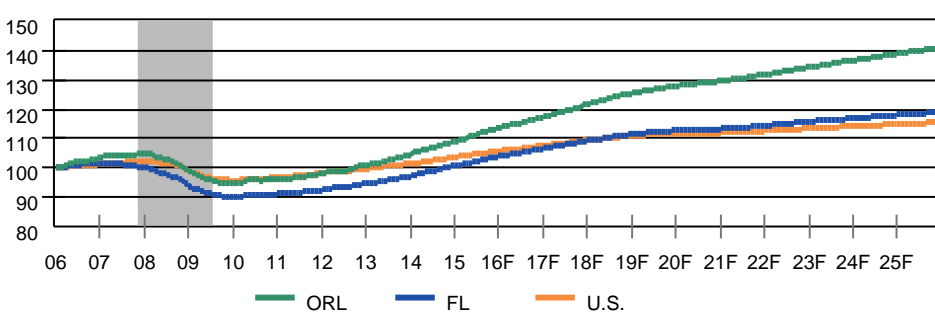
1998Q1=100, NSA



Sources: FHFA, Moody's Analytics

RELATIVE EMPLOYMENT PERFORMANCE

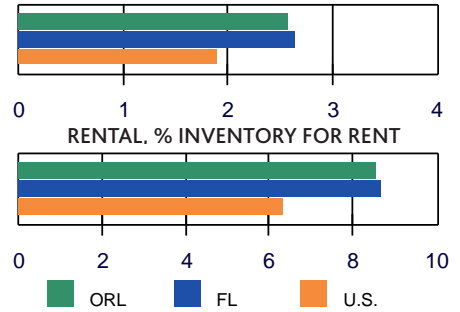
JAN 2006=100



Sources: BLS, Moody's Analytics

VACANCY RATES

HOMEOWNER, % HOUSES FOR SALE



Sources: Census Bureau, ACS, Moody's Analytics, 2014

BUSINESS COSTS

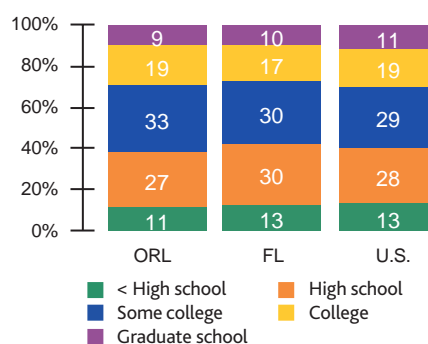
U.S.=100



Source: Moody's Analytics

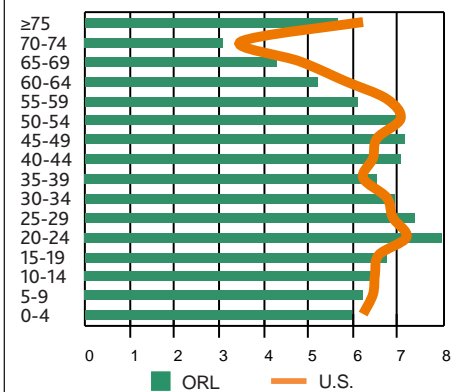
EDUCATIONAL ATTAINMENT

% OF ADULTS 25 AND OLDER

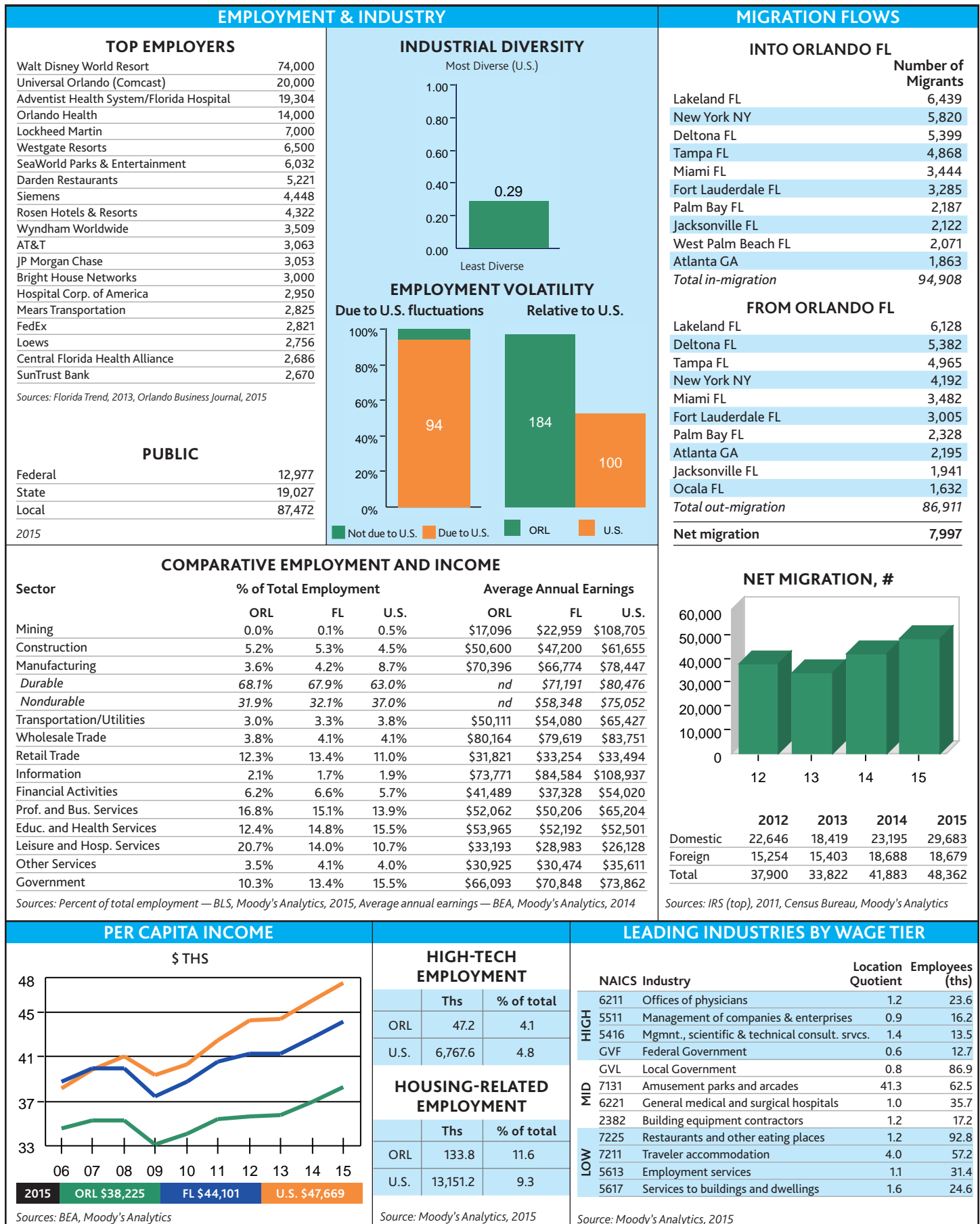


Sources: Census Bureau, Moody's Analytics, 2014

POPULATION BY AGE, %



Sources: Census Bureau, Moody's Analytics, 2014



Addendum D

CLIENT INFORMATION

BLAKE YARD – ZONING POSSIBILITIES

The city-owned Blake Yard property at 301 W. Comstock Avenue is 19,325 square feet in size with 38 feet of paved frontage on Comstock Avenue. There will need to be some form of shared driveway access from Comstock for any future redevelopment, either a common driveway or an access alley as was done for the David Weekly homes. The future zoning possibilities are:

Single Family (R-1A): The R-1A zoning requires 8,500 square foot lot size minimums, so this property would yield two (2) conforming single family home lots. The existing character of Comstock Avenue is single family homes on smaller lots. The adjacent properties to the west are the two new David Weekly single family homes on 50 foot wide lots of 6,250 square feet. It could be possible to rezone to R-1A and provide a variance to the lot size of 6,440 square feet for each future lot to then yield three (3) single family homes that would be on lots of comparable size to the existing homes on Comstock Avenue. Each lot then would yield a maximum house size of 2,769 square feet including garage under the R-1A maximum FAR of 43%.

Low Density (R-2): The R-2 zoning allows up to a maximum of one unit for each 4,000 square feet of land area, so the Blake Yard property could yield a maximum of four (4) units. Those four (4) units could be in one unified building or two duplexes. To the rear of the Blake Yard property are the David Weekly duplexes (attached townhomes) of eight total units built as four duplexes. Based on the maximum 55% FAR in the R-2 zoning, the future townhouse units could be up to 2,657 square feet in size including garage. Given the shape and dimensions of the Blake Yard property it may be very difficult to site plan the full four units, each with a two car garage and access to them via common alley and to provide space for storm water retention for the driveway/alleys, plus two visitor parking spaces. Three units may be a more realistic yield given those development limitations.

VALUATION & ADVISORY SERVICES



CBRE, Inc.
200 S. Orange Avenue, Suite 2100
Orlando, FL 32801

August 10, 2016

Brian Finnell, MAI, CCIM
Managing Director

Peter Moore
Manager - Budget/Perf. Management
CITY OF WINTER PARK
401 Park Avenue South
Winter Park, FL 32789
Phone: 407.599.3567
Email: PMoore@cityofwinterpark.org

RE: Assignment Agreement
Vacant Land
301 West Comstock Avenue
Winter Park, FL 32789

Dear Mr. Moore:

We are pleased to submit this proposal and our Terms and Conditions for this assignment.

PROPOSAL SPECIFICATIONS

Purpose:	To estimate the Market Value of the referenced real estate
Premise:	As Is
Rights Appraised:	Fee Simple
Intended Use:	Internal Decision Making purposes
Intended User:	The intended user is CITY OF WINTER PARK, and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein).
Reliance:	Reliance on any reports produced by CBRE under this Agreement is extended solely to parties and entities expressly acknowledged in a signed writing by CBRE as Intended Users of the respective reports, provided that any conditions to such acknowledgement required by CBRE or hereunder have been satisfied. Parties or entities other than Intended Users who obtain a copy of the report or any portion thereof (including Client if it is not named as an Intended User), whether as a result of its direct dissemination or by any other means, may not rely upon any opinions or conclusions contained in the report or such portions thereof, and CBRE will not be responsible for any unpermitted use of the report, its conclusions or contents or have any liability in connection therewith.
Inspection:	CBRE will conduct a physical inspection of the subject property, as well as its surrounding environs on the effective date of appraisal.
Valuation Approaches:	Only the Sales Comparison Approach will be completed.
Report Type:	Standard Appraisal Report
Appraisal Standards:	USPAP
Appraisal Fee:	\$1,800

Peter Moore
Assignment Agreement
Page 2 of 7
August 10, 2016

Expenses:	Fee includes all associated expenses
Retainer:	A retainer is not required for this assignment
Payment Terms:	Final payment is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. The fee is considered earned upon delivery of the draft report. We will invoice you for the assignment in its entirety at the completion of the assignment.
Delivery Instructions:	CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report. An Adobe PDF file via email will be delivered to PMoore@cityofwinterpark.org.
Delivery Schedule:	
Preliminary Value:	Not Required
Draft Report:	On or before 2 weeks from the Start Date
Final Report:	Upon Client's request
Start Date:	The appraisal process will start upon receipt of your signed agreement and the property specific data.
Acceptance Date:	These specifications are subject to modification if this proposal is not accepted within 3 business days from the date of this letter.

When executed and delivered by all parties, this letter, together with the Terms and Conditions and the Specific Property Data Request attached hereto and incorporated herein, will serve as the Agreement for appraisal services by and between CBRE and Client. Each person signing below represents that it is authorized to enter into this Agreement and to bind the respective parties hereto.

We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

CBRE, Inc.
Valuation & Advisory Services



Brian Finnell, MAI, CCIM
Managing Director
As Agent for CBRE, Inc.
Cert Gen RZ914
T 407.839.3117
Brian.L.Finnell@cbre.com

Peter Moore
 Assignment Agreement
 Page 3 of 7
 August 10, 2016

AGREED AND ACCEPTED

FOR CITY OF WINTER PARK:

<div style="border-bottom: 1px solid black; padding-bottom: 5px;"><i>Randy Knight</i></div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Signature</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Randy Knight</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Name</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">4075993235</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Phone Number</div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;">8/16/2016 8:13 AM PDT</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Date</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">City Manager</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Title</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">rknight@cityofwinterpark.org</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">E-Mail Address</div>
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ADDITIONAL OPTIONAL SERVICES

Assessment & Consulting Services: CBRE's Assessment & Consulting Services group has the capability of providing a wide array of solution-oriented due diligence services in the form of property condition and environmental site assessment reports and other necessary due diligence services (seismic risk analysis, zoning compliance services, construction risk management, annual inspections, etc.). CBRE provides our clients the full complement of due diligence services with over 260 employees in the U.S. that are local subject matter experts.

Initial below if you desire CBRE to contact you to discuss a proposal for any part or the full complement of consulting services, or you may reach out to us at WhitePlainsProposals@cbre.com. We will route your request to the appropriate manager. For more information, please visit www.cbre.com/assessment.

_____ Initial Here

Peter Moore
 Assignment Agreement
 Page 4 of 7
 August 10, 2016

TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an agreement for appraisal services (the "Agreement") between CBRE, Inc. (the "Appraiser") and the client signing this Agreement, and for whom the appraisal services will be performed (the "Client"), and shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Regardless of anything herein to the contrary, the sole and exclusive venue for any litigation arising out of or concerning this Agreement and any exhibits, and performance of services hereunder shall be in Orange County, Florida before County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. Each party shall bear their own attorneys' fees and costs in any litigation arising out of this Agreement, except as otherwise provided in any indemnification clause in the Agreement.
2. Client shall be responsible for the payment of all fees stipulated in the Agreement. Payment of the appraisal fee and preparation of an appraisal report (the "Appraisal Report, or the "report") are not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the Appraisal Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft report is requested, the fee is considered earned upon delivery of the draft report. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed report. In such event, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred (including travel expenses to and from the job site), with a minimum charge of \$500. Additional copies of the Appraisal Reports are available at a cost of \$250 per original color copy and \$100 per photocopy (black and white), plus shipping fees of \$30 per report.
3. If Appraiser is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls, conferences, litigation or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this engagement, the Appraisal Report, the Appraiser's expertise, or the Property, Client shall pay Appraiser's additional costs and expenses, including but not limited to Appraiser's attorneys' fees, and additional time incurred by Appraiser based on Appraiser's then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Appraisal Report), meeting participation, and Appraiser's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional appraisal services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed report has been delivered to Client at the time of such request.

Appraiser shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, or without cause upon 30 days written notice.

4. Client shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Appraiser on the occurrence of fraud or the willful misconduct of Appraiser, its employees or agents, or without cause upon 30 days' written notice. In the event Client terminates this Agreement without cause, the Client is obligated only for the prorated share of the fee based upon the work completed and expenses incurred (including travel expenses to and from the job site), with a minimum charge of \$500.
5. Each party waives the right to a trial by jury in any action arising under this Agreement.
6. Appraiser assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for Appraiser to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Appraisal fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.
7. Client acknowledges that Appraiser is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between Client and Appraiser. This engagement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal Report discussed herein.
8. All statements of fact in the report which are used as the basis of the Appraiser's analyses, opinions, and conclusions will be true and correct to Appraiser's actual knowledge and belief. Appraiser does not make any

Peter Moore
 Assignment Agreement
 Page 5 of 7
 August 10, 2016

representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to Appraiser by Client or others. TO THE FULLEST EXTENT PERMITTED BY LAW, APPRAISER DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY APPRAISAL REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO APPRAISER. Furthermore, the conclusions and any permitted reliance on and use of the Appraisal Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.

9. Appraiser shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the Property analyzed.
10. Client shall provide Appraiser with such materials with respect to the assignment as are requested by Appraiser and in the possession or under the control of Client. Client shall provide Appraiser with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.
11. The data gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of Appraiser. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the Appraiser-Client relationship by improperly disclosing any proprietary information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
12. Unless specifically noted, in preparing the Appraisal Report the Appraiser will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Appraisal fee.
13. In the event Client intends to use the Appraisal Report in connection with a tax matter, Client acknowledges that Appraiser provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Appraisal Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Appraisal Report. Client agrees that Appraiser shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from Appraiser relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.
14. Appraiser shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Appraisal Report to any third party.
15. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT ARISING FROM SECTION 16 BELOW, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATE, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, AND AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO APPRAISER UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS (\$10,000). THIS LIABILITY LIMITATION SHALL NOT APPLY IN THE EVENT OF A FINAL FINDING BY AN ARBITRATOR OR A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.

Peter Moore
Assignment Agreement
Page 6 of 7
August 10, 2016

16. Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Appraisal Report , in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report provided that either Appraiser has received an acceptable release from such third party with respect to such Appraisal Report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the Appraisal Report to such third party, (ii) any third party service provider (including rating agencies and auditors) using the Appraisal Report in the course of providing services for the sole benefit of an Intended User, or (iii) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the Appraisal Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, in no event shall the receipt of an Appraisal Report by such party extend any right to the party to use and rely on such report, and Appraiser shall have no liability for such unauthorized use and reliance on any Appraisal Report.
17. Time Period for Legal Action. Unless the time period is shorter under applicable law, except in connection with paragraphs 16 and 17 above, Appraiser and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Appraisal Report, (b) any services or appraisals under this Agreement or (c) any acts or conduct relating to such services or appraisals, shall be filed within two (2) years from the date of delivery to Client of the Appraisal Report to which the claims or causes of action in the legal action or lawsuit relate. The time period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.

Addendum E

QUALIFICATIONS

PROFESSIONAL PROFILE



BRENT MATTHEWS

Senior Appraiser

Valuation and Advisory Services

T. +1 407 839-3174

F. +1 407 839-3132

brent.matthews@cbre.com

www.cbre.com/Brent.Matthews

CLIENTS REPRESENTED

- Bank of America Merrill Lynch
- CNL Bank
- Commerce National Bank
- Cox Enterprises
- Fifth Third Bank
- KTR
- LaSalle Investment Group
- McCoy Federal
- Old Florida National Bank
- Orix
- Prologis
- Seaside National Bank
- Silverarch Capital Partners
- State Bank & Trust
- SunTrust
- US Century Bank

Brent Matthews is a Senior Appraiser with more than 25 years of appraisal and consulting experience. His background includes a wide breadth of experience including appraising and consulting assignments throughout Florida, concentrating primarily in North, South and Central Florida, as well as the coastal areas.

Mr. Matthews specializes in land, institutional, industrial, office and special use properties at CBRE. He also has significant experience in single family, retail, net lease, eminent domain and litigation assignments.

He is a Certified General Real Estate Appraiser in the State of Florida and a Candidate for Designation of the Appraisal Institute. His clients include local banks and credit unions, large national lending institutions, developers, corporate property owners and attorneys, as well as city, county and state agencies.

REPRESENTATIVE ASSIGNMENTS

Property	Description	Location
■ Reunion Land & Resort	Resort Land	Orlando, FL
■ Brevard Crossings	Mixed-Use Land	Cocoa, FL
■ KTR Industrial Portfolio	Industrial	Lake Mary, FL
■ Mayflower Office Building	Suburban Office	Altamonte Springs, FL
■ ValleyCrest Industrial	Land and Industrial	Groveland, FL
■ Pinecastle Methodist Church & School	Institutional	Belle Isle, FL
■ Second Harvest Food Headquarters	Special Use	Orlando, FL
■ COMCAR Portfolio	Institutional	Orlando, FL
■ Venezia	Residential Land	Howey in the Hills, FL

CREDENTIALS

Professional Affiliations/Accreditations/Certifications

- Certified General Real Estate Appraiser, State of Florida, RZ1809
- Appraisal Institute, Candidate for Designation

EDUCATION

- University of South Carolina, Columbia, South Carolina, Bachelor of Science; Finance and Marketing
- Valencia Community College, Orlando, Florida, Associate of Arts
- Wofford College, Spartanburg, South Carolina



RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER

RZ1809

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2016

MATTHEWS, BRENT EDWARD
603 HILLCREST STREET
ORLANDO FL 32803



ISSUED: 12/07/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1412070001756

PROFESSIONAL PROFILE



BRIAN FINNELL, MAI, CCIM

Managing Director
Orlando–Jacksonville
Valuation and Advisory Services

T. +1 407 8393117
brian.l.finnell@cbre.com

www.cbre.com/Brian.L.Finnell

CLIENTS REPRESENTED

- 5/3 Bank
- Banco Popular
- Bank of America Merrill Lynch
- Bank United
- BB&T Bank
- KeyBank
- LNR Partners
- Mercantil
- PNC Bank
- Principal
- Prudential
- Regions Bank
- Sabadell
- Sovereign Bank
- SunTrust Bank
- TD Bank

Brian Finnell is a Managing Director within the Valuation & Advisory Services' Florida/Caribbean Valuation Group. The Florida/Caribbean Group has offices in Miami, Boca Raton, West Palm Beach, Naples, Jacksonville, Orlando, Tallahassee, Pensacola and Tampa. Mr. Finnell primarily oversees the Orlando and Jacksonville offices but regularly directs assignments throughout Florida.

During his 30 year career, Mr. Finnell has performed appraisal assignments throughout the United States and has experience on a wide variety of property types, with a specialty in investment-grade multifamily, office, industrial and retail. He has extensive experience in reviewing appraisal reports for compliance with OCC, USPAP and FIREEA, and has testified as an expert witness in Circuit, State and U.S. Courts. In addition, Mr. Finnell has significant recent experience in investment property sales and underwriting with nationally recognized investment banking and brokerage firms.

CREDENTIALS

Professional Affiliations/Accreditations/Certifications

- Appraisal Institute - Designated Member (MAI), Certificate No. 9611
- Certified General Real Estate Appraiser, State of Florida, RZ914
- Commercial Investment Real Estate Institute, Member (CCIM)

EDUCATION

- Florida State University, Tallahassee, FL, Bachelor of Science, Real Estate, 1984



RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD



LICENSE NUMBER

RZ914

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2016

FINNELL, BRIAN LEE
200 S. ORANGE AVENUE
SUITE 2100
ORLANDO FL 32801



ISSUED: 10/21/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1410210003122



city commission public hearing

Item type	Public Hearing	meeting date	April 10, 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 for Future Land Use and Zoning Change for 524 Country Club Drive, and to Amend the Preliminary Plat Approval for the Lakefront Properties at 524/532/600/604 Country Club Drive. SECOND READING AND ADOPTION

Deshpande Inc. (contract purchaser) is requesting:

1. Change in the Comp. Plan Future land Use and Zoning from Single Family Residential (R-1A) to Low Density Residential (R-2) on the property at 524 Country Club Drive; and
2. To Amend the Preliminary Plat subdivision approval to replat the properties at 524/532/600/604 Country Club Drive, into 6 single family residential lots and to include a common area lakefront tract.

Planning and Zoning Board Recommendation:

Motion made by Tom Sacha, seconded by Ray Waugh to approve the Requests, with the following condition to be placed in the zoning ordinance and on the plat:

1. That the rezoning ordinance and final plat contain a note and restriction on the FAR permitted on Lot 9, as limited to a FAR of 49%.

Motion carried unanimously with a 7-0 vote

Summary: As detailed at the February 27th Commission meeting, the lakefront lot at 524 Country Club Drive is zoned single family R-1A. The rest of the lakefront properties that are part of this subdivision project are zoned R-2. In the R-2 zoning district, the minimum size for single family lots is 50 feet of lot width and 6,000 square feet of lot area. Thus, the request of the applicant is to change the Comp. Plan FLU from Single Family to Low Density Residential and to rezone this property at 524 Country Club Drive from R-1A to R-2. In that manner the lot size can be reduced (from 10,717 sq. ft. to 9,070 sq. ft.) and that surplus land and some of the adjoining lot can be used to create a common area lakefront access tract for this project.

This request is not increasing the residential density along the lakefront as the current approval and the amendment both result in six lakefront homes. There also is a public benefit to creating the open space lakefront access tract and allowing other residents of this subdivision to enjoy the lake views, launch a kayak or paddleboard, etc. The only issue is the impact upon the adjacent lakefront property at 518 Country Club Drive. If Lot 9 remains zoned R-1A, then the maximum FAR is 43% and the maximum house size is 3,900 sq. ft. When the property is rezoned to R-2, the maximum FAR is 55% and the maximum house size grows to 4,988 sq. ft.

The staff and P&Z Board felt that in order to provide an appropriate transition in house/structure size as one moves from R-2 to R-1A, a condition of approval needs to average the FAR from the R-2 FAR of 55% and the R-1A FAR of 43% by making the maximum FAR for this property at 49%. Then the maximum house size for this new Lot 9 would be 4,444 sq. ft. which is halfway between the increase from 3,900 to 4,944 sq. ft.

Use of the Lakefront Tract: At last month's meetings there was commentary about deeded lakefront access rights. There is no "deeded" lakefront access but there may be some private obligations due to historical use. The lakefront access common area tract will be a fenced/gated area open to the residents of this subdivision. It will be the developers responsibility to determine if other neighboring properties are also entitle to access.

Planning and Zoning Board Summary: The P&Z Board felt that limiting the FAR on 524 Country Club Drive provided a necessary transition from R-2 to R-1A. Thus, the P&Z Board recommended to limit the FAR for that lot to 49% versus the maximum 55%. The P&Z Board also recognized that any decision on a boat ramp or lakefront dock on the common area was the sole jurisdiction of the Lakes and Waterways Board.

Planning and Zoning Board Minutes – March 7, 2017:

REQUEST OF DESHPANDE, INC. TO: AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE MAP TO CHANGE FROM A SINGLE FAMILY FUTURE LAND USE DESIGNATION TO LOW DENSITY RESIDENTIAL ON THE PROPERTY AT 524 COUNTRY CLUB DRIVE.

REQUEST OF DESHPANDE, INC. TO: AMEND THE OFFICIAL ZONING MAP TO CHANGE FROM SINGLE FAMILY RESIDENTIAL (R-1A) DISTRICT TO LOW DENSITY RESIDENTIAL (R-2) DISTRICT ZONING ON THE PROPERTY AT 524 COUNTRY CLUB DRIVE.

REQUEST OF DESHPANDE, INC. TO: AMEND THEIR PRELIMINARY SUBDIVISION PLAT ENCOMPASSING THE CURRENT LAKEFRONT PROPERTIES AT 524/532/600/604 COUNTRY CLUB DRIVE TO REVISE THE LOT SIZE DIMENSIONS OF THE PROPOSED SIX LAKEFRONT LOTS AND TO INCLUDE A COMMON AREA LAKEFRONT TRACT.

Randall Slocum recused himself from this item.

Planner Allison McGillis gave the staff report and explained that this item has three requests for this area. The first two requests are for 524 Country Club Drive to change the future land use and zoning of this property from single family (R-1A) to low density ((R-2)). The third request is to amend the preliminary PLAT subdivision approval that was in the agenda from last month, particularly the lakefront properties, lots 4-9. The out-laying properties include all of the lots in the preliminary PLAT request; 524 Country Club Drive is the only lot designated Single Family ((R-1A)). The applicant plans to build this lot as a single family home, but would like to rezone the property to (R-2). It currently exceeds the lot size and width standards for an (R-1A) lot as well as a single family (R-2) lot. This request is also to reconfigure these lakefront properties which reduces the size of lots 4-9 and creates excess land for a 20ft access tract for this project between lots 8 and 9 shown in the plan diagram in last month's request. From staff's perspective, this amendment to last month's request does not increase the residential density along the lakefront properties because both result in 6 lakefront homes. There is also a public benefit to creating the

lakefront access tract, if the developer allows other residents of the subdivision to enjoy lake views, launch kayaks etc.

Staff explained that the city's Lakes and Water Ways Board has the authority to weigh in on the size and location of any dock, boathouse or gazebo on the lakefront lots, but the Planning and Zoning Board has the authority on the approval of the lakefront homes per normal review of lakefront criteria and these plans will come in as the homes are developed.

The only issue with this zoning request is the impact on the adjacent property at 518 Country Club Drive which is not part of the preliminary PLAT. If lot 9 remains zoned (R-1A), then the maximum FAR is 43% and the maximum house size is 3900 sq. ft. and when the property is rezoned to (R-2), then the maximum FAR is 55% and the maximum house size grows 1000 sq. ft. to just under 5,000 sq. ft.

Staff is suggesting a condition of approval to provide an appropriate transition and house sizes along Country Club Drive changes from (R-1A) to (R-2) zoning. Staff is recommending averaging the maximum 43% FAR for (R-1A) lots and the maximum 55% for (R-2) lots which results in 49% FAR and then the maximum house size for this new lot 9 at (R-2), would be 4,444 sq. ft. and would provide the appropriate transition from (R-2) to (R-1A).

Ms. McGillis then asked if there were any questions from the Board, there were no questions.

STAFF RECOMMENDATION IS A CONDITION OF APPROVAL of the three requests with one condition:

1. in order to provide an appropriate transition and house sizes Country Club Drive changes from (R-1A) to (R-2) zoning, this can be done by averaging the maxim 43% FAR for (R-1A) lots and the maximum 55% for (R-2) lots which results in 49% FAR and then the maximum house size for this new lot 9 at (R-2), would be 4,444 sq. ft. and would provide the appropriate transition from (R-2) to (R-1A).

Tara Tedrow, Attorney at Lowndes, Drosdick, Doster, Kantor & Reed, PA, 215 North Eola Drive, represented the applicant. Ms. Tedrow reiterated that the request is for an amendment and rezone as well as amending some lot dimension on lots 4-9. She showed lot 524 Country Club Drive in the presentation and pointed out that the project is consistent and compatible with the surrounding residential development because it is all of a low density or of a single family residential zoning, (R-1A) and (R-2), the subdivision under contract is zoned (R-2). The future land use for the surrounding area is zoned low density and single family as well. Ms. Tedrow pointed out that the project will not increase any density issues in the area and the criteria needed for approval have been satisfied and is line for staff's recommendation for approval. She also agreed with staff's condition of approval to limit the FAR to 49% rather than 55% which brings down the overall maximum house size to 4,444 sq. ft. would be permitted on the site if approved. The presentation showed the proposed revised lot dimensions of lots 4-9 needed to accommodate the 20 ft. access tract. Revisions allow for the surplus land to be used for the access tract.

Board Member Tom Sacha asked Ms. Tedrow what types of controls the developer would have for the access strip, would there be a fence, and how will it be maintained?

Ms. Tedrow responded that the fencing allowed for the access tract will be per code, the final detail has not been decided, but the access tract is not contemplated to be public access.

Mr. Sacha asked if there would be some type of control, not just an open lot. Ms. Tedrow confirmed the access tract would have a method of control per code.

Dan Langley, Assistant City Attorney asked who owns the access tract for the lake; Ms. Tedrow responded that the HOA owns and controls the access tract. The HOA information

Ross Johnston asked if there was a maintenance agreement for the access tract as residents in the area expressed concern about the area being overgrown. Ms. Tedrow confirmed that information on the HOA and the maintenance agreement will be submitted with the final Plat.

Chairman Johnston asked if there was anyone in the audience who had questions regarding the issue.

David Robold, 612 Country Club Drive objected to zoning change at lot 9. He expressed concern regarding future zoning issues and access tract was unnecessary, perhaps leading to more traffic in and out of the area.

Ms. Tedrow was allowed an opportunity to rebut. She responded that access to the lake was not being taken away from the existing homeowners as some residents at the last hearing were concerned that with the new zoning, the access would be taken away. Ms. Tedrow also stated that the new design would be more compatible and consistent with single family residential nature which is similar to Mr. Robold's existing home.

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

Chairman Johnston asked Mr. Briggs if the condition attached to the issue was related to the zoning of R-3. Mr. Briggs confirmed this and added that the ramp for the access tract was under the jurisdiction of the Lakes and Waterways Board, if anything were to be built, the residents would be given notice.

Motion made by Tom Sacha, seconded by Raymond Waugh for APPROVAL of Request of Deshpande, Inc. to amend the future land use designation to low density residential on the property at 524 Country Club Drive.

Motion carried unanimously with a 7-0 vote.

Motion made by Tom Sacha, seconded by Raymond Waugh for APPROVAL of Request of Deshpande, Inc. to amend the official zoning map to change from single family residential ((R-1A)) to low density ((R-2)) district zoning on the property at 524 Country Club Drive to include the request from staff to change the FAR of the property at 524 Country Club Drive.

Motion carried unanimously with a 7-0 vote.

Motion made by Tom Sacha, seconded by Ross Johnston for APPROVAL to amend their preliminary subdivision plat encompassing the current lakefront properties at 524/532/600/604 Country Club Drive to revise the lot size dimensions of the proposed six lakefront lots and to include a common area lakefront tract.

Motion carried unanimously with a 7-0 vote.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF SINGLE FAMILY RESIDENTIAL FUTURE LAND USE TO LOW DENSITY RESIDENTIAL ON THE PROPERTY AT 524 COUNTRY CLUB DRIVE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

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

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

WHEREAS, 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 May 6, 2014, 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 March 7, 2017 and March 27, 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. Future Land Use Map Amendment. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to change the future land use map designation from Single Family Residential to Low Density Residential on the property at 524 Country Club Drive, more particularly described as follows:

LORDS SUB P/89 THAT PART OF DESC: THAT PT OF LOT 4 LYING W OF E SHORE OF LAKE KILLARNEY & BEG 215.56 FT W & 74.7 FT S OF NE COR LOT 4 RUN S 75 DEG W 185 FT M/L TO WATERS EDGE SLY ALONG WATER 40 FT M/L E 198 FT M/L N 75 FT TO POB (LESS PART ASSESSED TO LOTS IN KILLARNEY POINT DD 905/93) & (LESS BEG AT NW COR LOT 4 RUN E 400 FT S 825 FT N 66 DEG W TO W LINE LOT 4 N TO POB) & (LESS FROM SE COR OF NW1/4 OF SE1/4 SEC 1-22-29 RUN W 1229.5 FT N 240.17 FT N 58 DEG W 185 FT N 55 DEG W 300 FT FOR POB TH RUN N 55 DEG W 56.04 FT N 41 DEG W 20 FT S 48

DEG W 225 FT TO PT IN LAKE RTN TO POB TH S 31 DEG W 225 FT TO PT IN LAKE NWLY TO END 1ST COURSE) LYING E OF A LINE DESC AS COMM SE COR LOT 4 TH N89-38-57W 81.60 FT N89-39-52W 928.30 FT TO BEGINNING OF LINE TH RUN N00-04-19E 883.70 FT N14-47-59W 22.80 FT N33-09-48W 15.10 FT N50-24-21W 34.70 FT N00-03-22E 191.40 FT N00-26-22E 203.80 FT TO END OF LINE

Property Tax ID # 01-22-29-5224-00-000

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

Attest:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE SINGLE FAMILY RESIDENTIAL (R-1A) DISTRICT ZONING TO LOW DENSITY RESIDENTIAL (R-2) DISTRICT ZONING ON THE PROPERTY AT 524 COUNTRY CLUB DRIVE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the owners of property at 524 Country Club Drive 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 March 7, 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 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 Single Family Residential (R-1A) District to Low Density Residential (R-2) District zoning on the property at 524 Country Club Drive, more particularly described as follows:

LORDS SUB P/89 THAT PART OF DESC: THAT PT OF LOT 4 LYING W OF E SHORE OF LAKE KILLARNEY & BEG 215.56 FT W & 74.7 FT S OF NE COR LOT 4 RUN S 75 DEG W 185 FT M/L TO WATERS EDGE SLY ALONG WATER 40 FT M/L E 198 FT M/L N 75 FT TO POB (LESS PART ASSESSED TO LOTS IN KILLARNEY POINT DD 905/93) & (LESS BEG AT NW COR LOT 4 RUN E 400 FT S 825 FT N 66 DEG W TO W LINE LOT 4 N TO POB) & (LESS FROM SE COR OF NW1/4 OF SE1/4 SEC 1-22-29 RUN W 1229.5 FT N 240.17 FT N 58 DEG W 185 FT N 55 DEG W 300 FT FOR POB TH RUN N 55 DEG W 56.04 FT N 41 DEG W 20 FT S 48 DEG W 225 FT TO PT IN LAKE RTN TO POB TH S 31 DEG W 225 FT TO PT IN LAKE NWLY TO END 1ST COURSE) LYING E OF A LINE DESC AS COMM SE COR LOT 4 TH N89-38-57W 81.60 FT N89-39-52W 928.30 FT TO BEGINNING OF LINE TH RUN N00-04-19E 883.70 FT

N14-47-59W 22.80 FT N33-09-48W 15.10 FT N50-24-21W 34.70 FT N00-03-22E 191.40 FT N00-26-22E 203.80 FT TO END OF LINE

Property Tax ID # 01-22-29-5224-00-000

SECTION 2. Consent to Development Restrictions Imposed. In response to the consent of the property owner, the City thereby establishes as a condition of approval of this Ordinance, to run with title to the land that notwithstanding the provisions of R-2 zoning, the total size or floor area of the single family home per the City's zoning definition of floor area ratio may not exceed 49% floor area ratio or 4,444 square feet. Such development restriction may only be released or modified by a subsequent action of the City Commission.

SECTION 3. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 4. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5. Effective Date. 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.

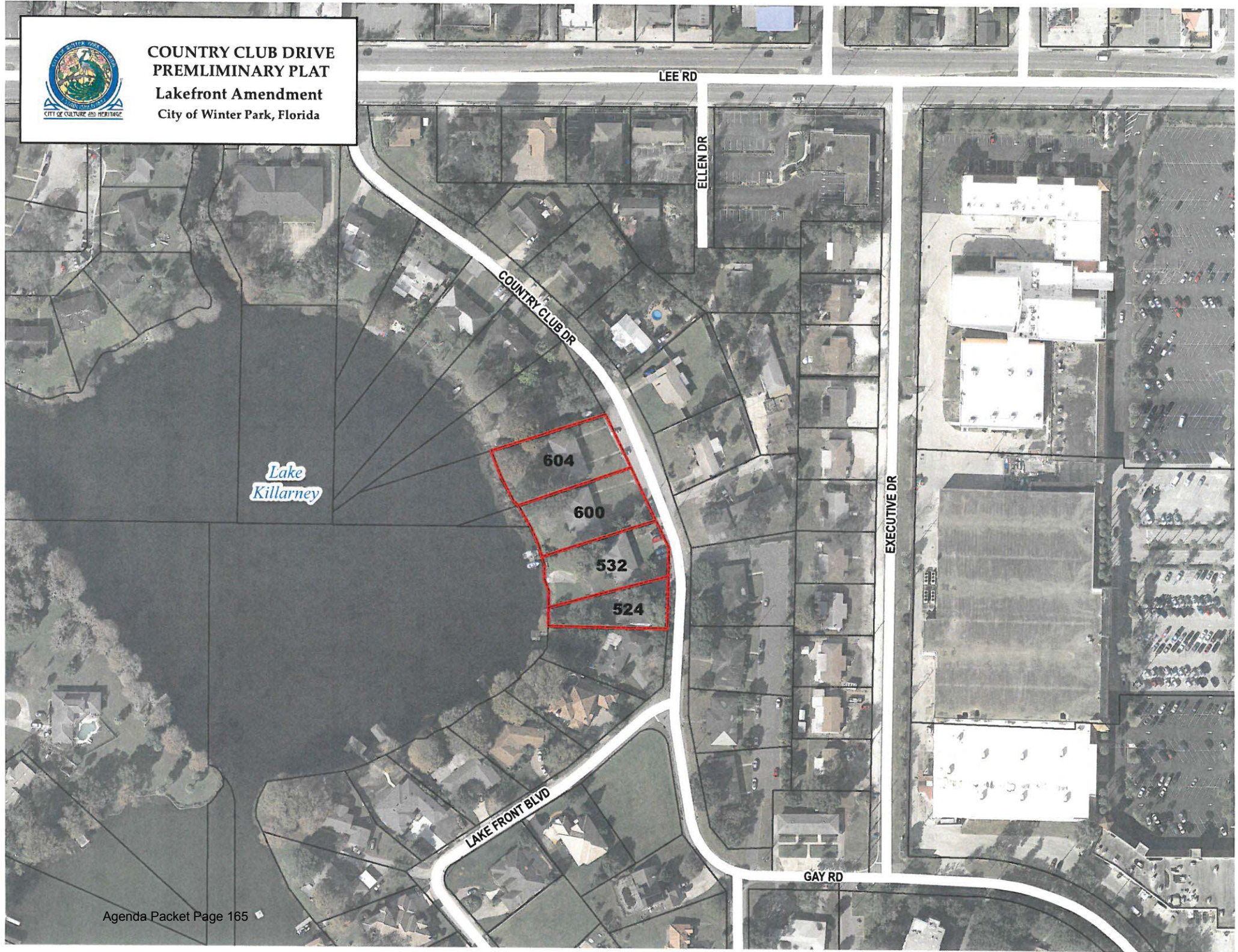
Mayor Steve Leary

Attest:

City Clerk

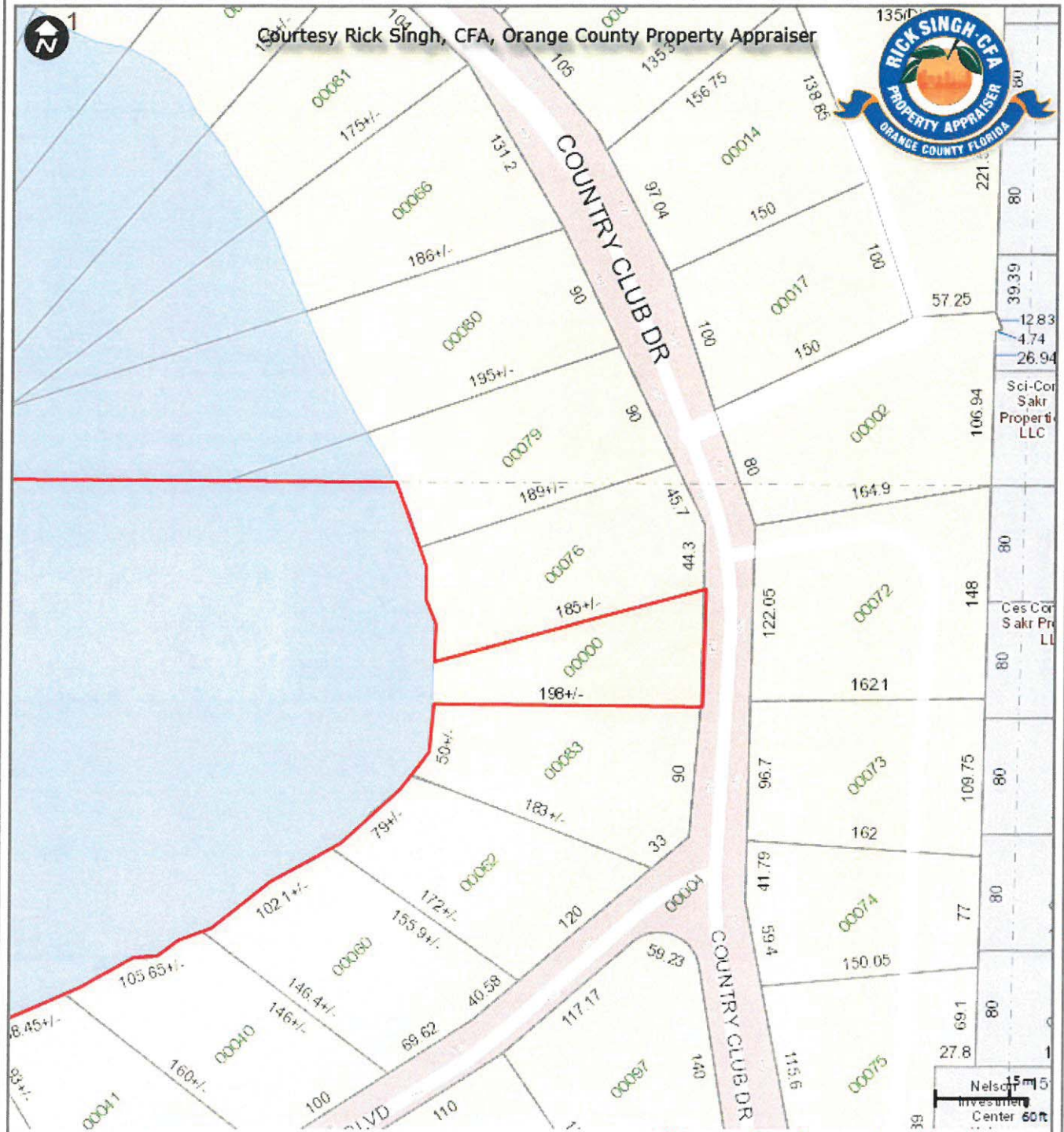


**COUNTRY CLUB DRIVE
PRELIMINARY PLAT**
Lakefront Amendment
City of Winter Park, Florida



Parcel Report for 01-22-29-5224-00-000

Courtesy Rick Singh, CFA, Orange County Property Appraiser



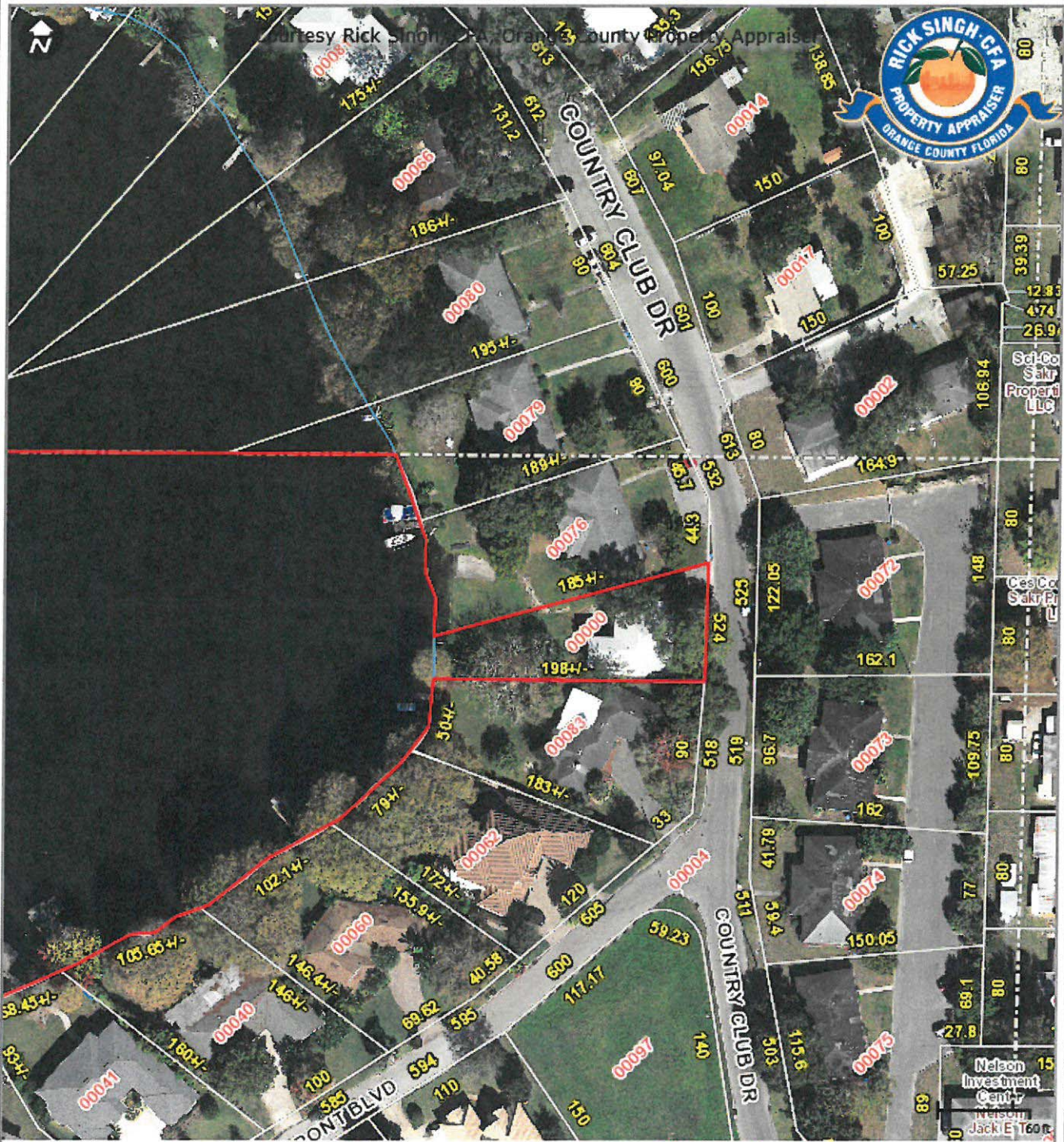
Created: 2/27/2017

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

OCPA Web Map

	Major Roads		Residential			6	Lot Number
	Public Roads		Agriculture			06060	Parcel Number
	Gated Roads		Commercial/Institutional			3106	Parcel Address
	Road Under Construction		Governmental/Institutional/Misc			111.9	Parcel Dimensions

Parcel Report for 01-22-29-5224-00-000

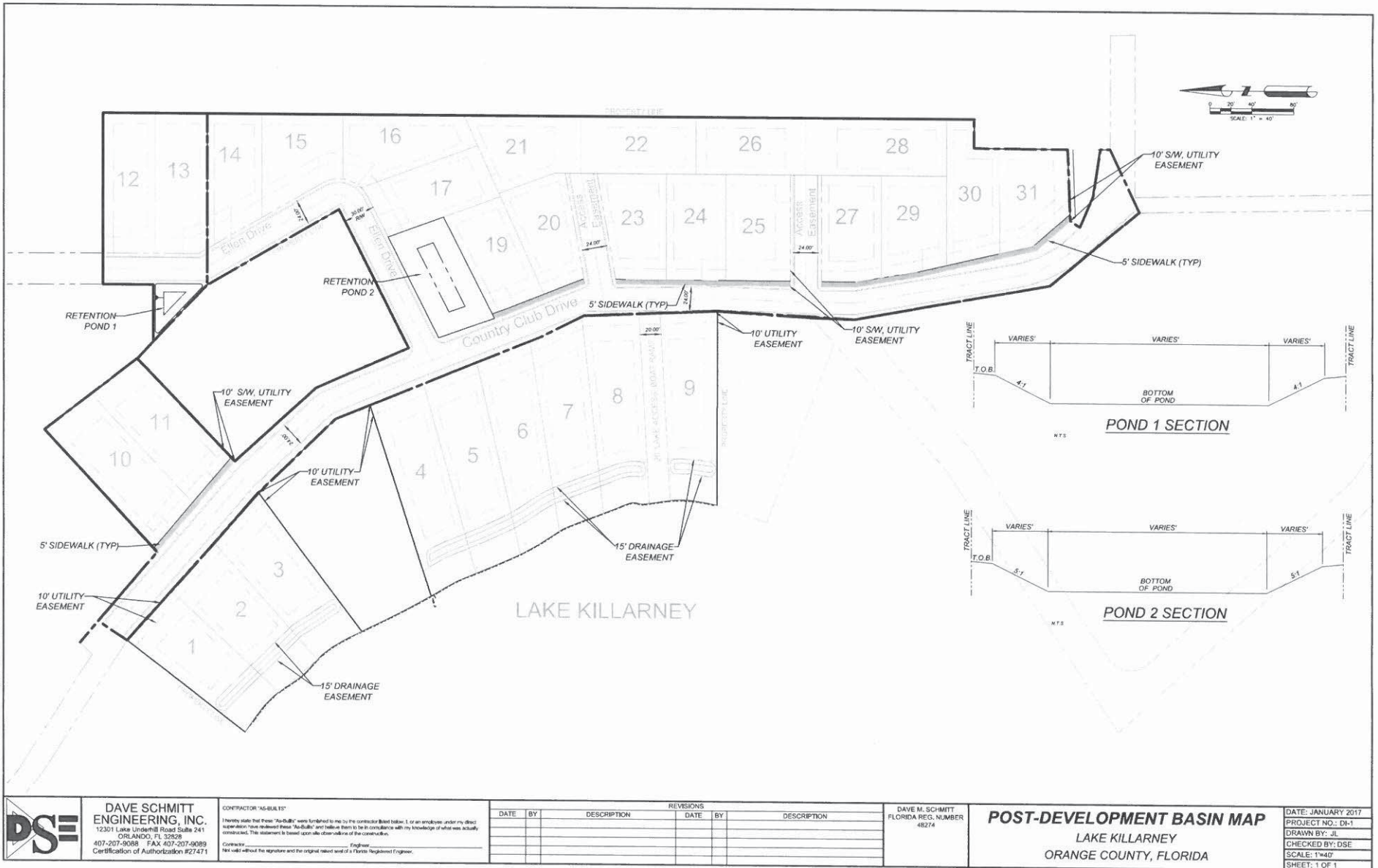


Created: 2/27/2017

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

OCA Web Map		Proposed Road		Residential		Commercial/Industrial/Vacant Land		Parks		Lot Number	
	Florida Turnpike		Public Road		Brick Road		Agriculture		Lake and River		Building
	Interstate 4		Gated Road		Block Line		Hydro		Waste Land		E
	Toll Road		Road Under Construction		Lot Line		Governmental/Institutional/Misc		Parcel Number		Parcel Address
									Parcel Dimension		

F:\011\Drainage\CONCEPTUAL 2017.02.16.dwg, 2/16/2017 10:30:39 AM





CONCEPTUAL STREETSCAPE ONE
LAKE KILLARNEY SINGLE FAMILY LOTS
 16-062 2.8.17





CONCEPTUAL STREETSCAPE TWO
LAKE KILLARNEY SINGLE FAMILY LOTS
 16-062 2.8.17





CONCEPTUAL STREETSCAPE THREE
LAKE KILLARNEY SINGLE FAMILY LOTS
 16-062 2.8.17





city commission public hearing

Item type	Public Hearing	meeting date	April 10, 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 for Subdivision or Lot Split of 200 Oakwood Way.

This request was tabled by the City Commission at the November 28, 2016 meeting and also at the February 13, 2017 meeting due to the litigation that had been filed. Based on the advice of the City Attorney, this item may proceed and it has been re-advertised and new notices mailed.

Z Properties Group is requesting subdivision or lot split approval to divide the property located at 200 Oakwood Way into two single-family lots, zoned R-1AA. The request is to split the property into two lots comprised of Lot 3 and Lot 6 and the adjoining portion of the Champions Circle that was vacated by Ordinance in 1936. The combined property (original lot and roadway) have the sufficient frontage and lot area to meet the R-1AA zoning lot size requirements and no variances are needed. As there were no variances, P&Z recommended approval on November 1, 2016. If the vacated portion of the roadway were not included, the lot area would be 8,366 sq. ft. which would not meet the R-1AA zoning minimum lot size of 10,000 sq. ft.

There are conditions of approval suggested by the City Attorney, at the end of this staff report, if the City Commission decision is for approval. This agenda package contains the new materials received since the February 13th Commission meeting. It does not include the emails and other materials that have been received on this matter since it was advertised in November 2016, that are part of the Nov. 28th and February 13th agenda package.

Community Meetings: After the City Commission tabled this matter in November, the City hosted two 'community meetings' on January 11th and 25th that were well attended by the three property owners adjacent to Champion Circle, the applicant and neighbors in the vicinity. The planning staff prepared four alternative plans that depicted concepts to retain the circle roadway/park and also to provide other options for smaller street to street pathway/park connections. Unfortunately there was not a consensus on a viable alternative. The adjacent property owners feel that they own their portion of Champion Circle, they have paid taxes on it and they are not open to turning any significant portion into a public use without compensation.

Some of the neighbors feel just as strongly that Champion Circle has been open to the public and that they have vested private access rights. Additionally the City has received legal notice from some of the parties presenting their evidence to support their position on the continued city maintenance. Some of the claims relating to Champion Circle involve assertions that the City has not given up public right-of-way rights because the City has performed routine maintenance on the roadway and park. However, the City does not have records of active maintenance of Champion Circle.

Other lot owners in the subdivision have asserted in litigation that has been filed, which is attached, that private easement exist rights over and upon Champion Circle. The counter filings are also attached. The City is not a party to that litigation.

Staff/City Attorney Recommendation: The City Commission may wish to consider the following conditions that were developed by the City Attorney, if the Commission was to approve the subdivision or lot split request:

1. The City Commission's decision to grant the lot split is not an adjudication of the easement interests claimed by owners of other lots within the subdivision or any other third party concerning the subject property or the area shown on the subdivision plat as Champion Circle. The lot split approval is granted subject to any third party easement rights over, under and through the subject property as such may exist or be legally adjudicated. It is the property owners' and applicant's responsibility to comply with the legal requirements of any easements and to not interfere with easement rights of others to the extent they exist. The future approval or issuance of any permits or development orders by the City for the subject property shall not alter the property owners' and applicant's responsibilities in this regard.
2. The property owners and applicant assume any and all risk arising out of or in any way related to proceeding with development of the subject property given the disputed issues concerning Champion Circle and asserted easement rights of third parties.
3. No City permits will be granted that will impact or change the area known as "Champion Circle" until the later of (1) the end of the time frame within which third parties have rights to challenge this lot split approval in the courts, and (2) the conclusion of the litigation that now exists involving Champion Circle and any litigation that may result from this lot split approval, including any appeals, and (3) the result of the foregoing litigation is such that issuance of such City permits will not authorize construction or demolition that is inconsistent with the final court rulings.

Procedural History - Planning and Zoning Board Minutes – Nov. 1, 2016:

REQUEST OF Z PROPERTIES GROUP FOR: SUBDIVISION OR LOT SPLIT APPROVAL TO DIVIDE THE PROPERTY AT 200 OAKWOOD WAY, ZONED R-1AA, INTO TWO SINGLE FAMILY BUILDING LOTS.

Planning Manager Jeffrey Briggs presented the staff report. He explained that Z Properties Group is requesting subdivision or lot split approval to divide the R-1AA zoned property located at 200 Oakwood Way into two single-family lots. The property is currently occupied by one single-family home, which the applicant plans to demolish. Mr. Briggs reviewed the history of the property and explained that the western portion of the lot is a brick traffic circle (Champion Circle) that provides access mid-block from Oakwood Way to East Rockwood Way. However, in August of 1936 this road, formerly known as Champion Circle, was vacated. The brick roadway surface is still in-place today. The applicant plans to remove the entire traffic circle, and has provided letters of consent from the adjacent affected parties. Specifically, the applicant has agreed to remove all of the curbing and brick roadway, and add additional fill dirt to regrade the street and add new curbing. Also, they are going to add a new irrigation system, sod and fence to 160 Oakwood Way and 151 East Rockwood Way.

Mr. Briggs reviewed the zoning and comprehensive plan test criteria used in subdivision requests. He discussed the current configuration which was platted in an east/west pattern. The applicant desires to re-configure in a north/south which would result in the need for a variance. That pattern is not in keeping with neighborhood. He summarized by stating that there is neighborhood opposition to the requested lot split and staff does not recommend approval of lot splits with variance requests. Staff did support the alternative of redeveloping the lots as they were originally platted in the east/west pattern (Lots 3 and 6) because then no variances are needed and the lots fully comply with the R-1A zoning criteria.

Ira Kitograd, the applicant, 731 Pansy Avenue, discussed the plans to redevelop the property. He said that from an architectural standpoint, they would prefer to redevelop "side-by-side" versus "back-to-back" that would allow more design flexibility. However, he indicated his willingness to accept whatever direction the Board provides. Mr. Kitograd responded to Board member questions and concerns.

The following residents spoke in opposition to the request as originally presented: Linda Stanford, 201 East Fawcett Road; Glenna Harmon, 151 Oakwood Way; Donna Colada, 327 Beloit Avenue; Patricia Doherty, 211 Oakwood Way; Salvatore Curto, 251 Oakwood Way; Nan Castino, 250 Oakwood Way; Steve Garrity, 2150 Forrest Road; Suzanne Billings, 110 Chelton Circle; Drew De Vane, 220 Forrest Road; Stuart Lillie, 200 East Rockwood Way; and Jason Taft, 171 Oakwood Way. The neighbors all expressed their preference is to see the lots redeveloped as originally platted in the east/west orientation in keeping with the existing neighborhood so that the front of the homes faced Oakwood and Rockwood Way. The neighbors did not see the hardship to redevelop the lots "side-by-side" and they expressed that they want to maintain the character of the existing neighborhood.

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

The Planning Board members expressed that the public input was very helpful and valid. The existing pattern of homes facing the streets should be maintained. There was consensus of the Board that the method requested by the neighbors which needed no variances was the correct decision.

Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve the subdivision or lot split to divide the property at 200 Oakwood Way into two single-family lots as originally platted (Lots 3 & 6). Motion carried unanimously with a 7-0 vote.

Relevant Comprehensive Plan and Code Sections:

Policy 1-3.6.8: Subdivision of Land and Lot Splits for Non-Lakefront Single Family and Low Density Multi-Family Property. The City shall consider approving subdivision and lot split applications, which are not lakefront properties and which are not estate lots in areas designated single family, low density or multi-family residential, when the proposed new lots are designed at size and density consistent with the existing conditions in the surrounding neighborhood within a radius of five hundred (500) feet.

Sec. 58-377. - Conformance to the comprehensive plan.

(a) In the City of Winter Park, as a substantially developed community, the review of lot splits, lot consolidations, plats, replats or subdivisions within developed areas of the city shall insure conformance with the adopted policies of the comprehensive plan as a precedent to the conformance with other technical standards or code requirements.

(b) In existing developed areas and neighborhoods, all proposed lots shall conform to the existing area of neighborhood density and layout. The proposed lot sizes, widths, depths, shape, access arrangement, buildable areas and orientation shall conform to the neighborhood standards and existing conditions. This provision is specifically intended to allow the denial or revision by the city of proposed lot splits, lot consolidations, plats, replats or subdivisions when those are not in conformance with the existing neighborhood density or standards, even if the proposed lots meet the minimum technical requirements of the zoning regulations.

(c) In determining the existing area or neighborhood density and standards, for the consideration of lot splits, plats, replats or subdivision of other than estate lots or lakefront lots, the planning and zoning commission and city commission shall consider the frontage and square foot area of home sites and vacant properties with comparable zoning within an area of 500-foot radius from the proposed subdivision.

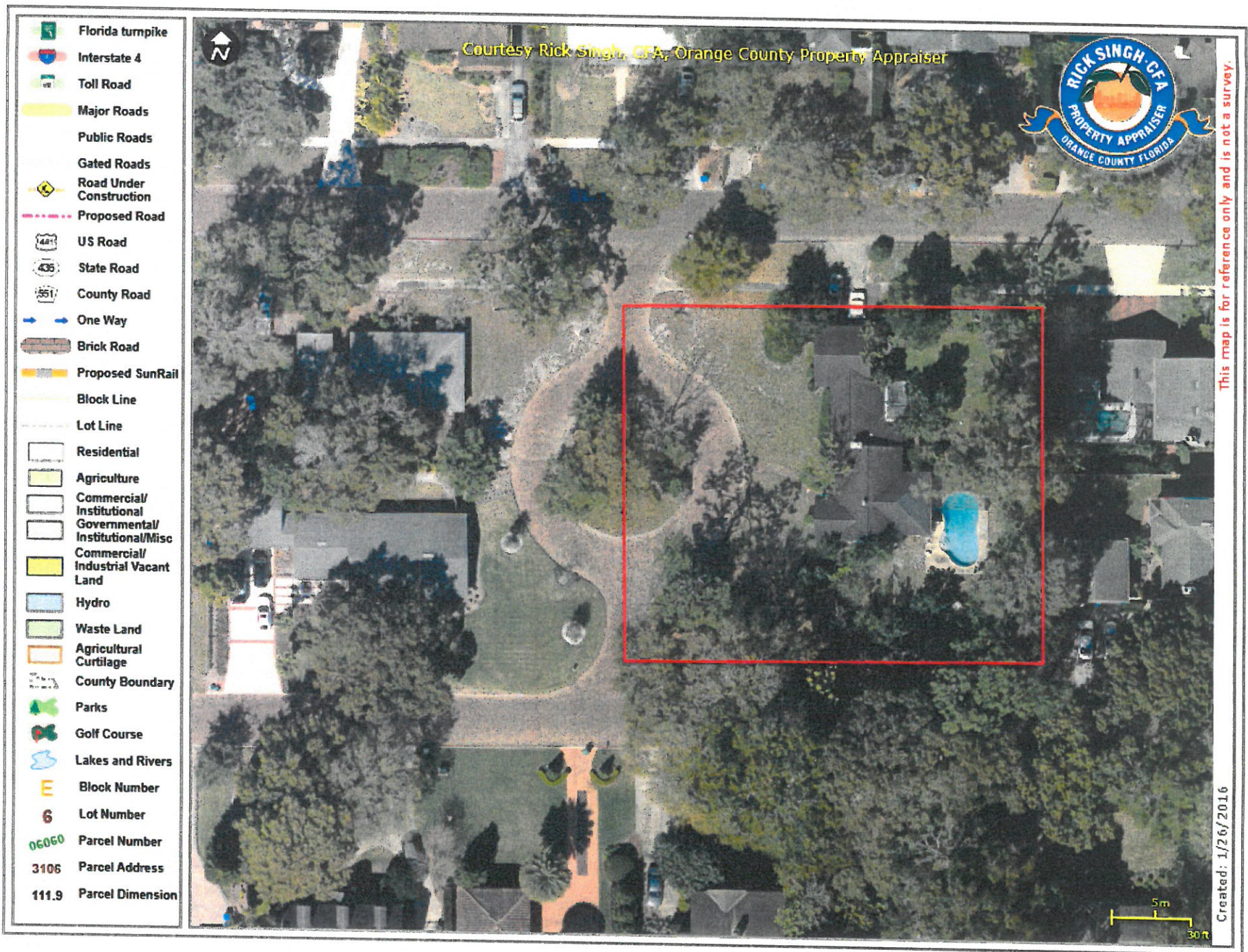
(d) In order to implement the policies of the comprehensive plan, the city commission may also impose restrictions on the size, scale, and style of proposed building, structures, or other improvements. This provision shall enable the city commission to impose restrictions on the size, height, setback, lot coverage, impervious area or right-of-way access such that proposed building and other improvements match the dimension and character of the surrounding area or neighborhood.

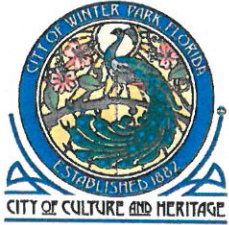
(e) Pursuant to the policies of the comprehensive plan, in the consideration of lot splits, lot consolidations, plats, replats or subdivisions of single-family estate properties, it shall be recognized that, historically, Winter Park is a distinct residential community in part because of the existence of large estate lots. These existing estate lots, many with historical or architectural significance, provide a character that in turn creates value throughout the surrounding neighborhoods and the community. Thus, preservation of the estate lots maintains the attractive character of Winter Park that helps to set it apart from other cities in Florida. The existence of large estate lots dispersed throughout Winter Park adds great attractiveness, appeal and value to residents and potential buyers as contrasted with newer more uniform homogenous subdivisions. In order to protect these features and values and preserve neighborhood character, the

city shall strongly discourage any subdivisions or lot splits of estate lots within areas designated single-family residential.

(f) Pursuant to the policies of the comprehensive plan, in the consideration of lot splits, plats, replats or subdivisions of lakefront estate lots, it is the city's policy to maintain the diversity of sizes of lakefront properties and lakefront estate lots and to strongly discourage the subdivision or split of such properties. The city shall preserve low densities along the city's lakefront property, including larger lakefront estate lots in order to perpetuate the unique character of Winter Park that sets it apart from other cities throughout Florida.







Comprehensive Plan Test

200 Oakwood Way Lot Split Request

City of Winter Park
Florida

LEGEND

- Subject Site
- R-1AA Lots Within
500' of Site (78 total)

NOTES

Average Lot Width = 84.5 feet
 Median Lot Width = 80 feet
 Average Lot Size = 12,738 square feet
 Median Lot Size = 11,979 square feet
 48 Lots are 85' or Less in Width (62%)
 30 Lots are Greater than 85' in Width (38%)



Date: 10/13/2016



ORDINANCE # 279

AN ORDINANCE TO VACATE CHAMPION CIRCLE
A FIFTY FOOT STREET, AS SHOWN BY THE PLAT
OF CHARMONT SUBDIVISION, RECORDED IN PLAT
BOOK "L", PAGE 93, PUBLIC RECORDS OF ORANGE
COUNTY, FLORIDA; SAID CHAMPION CIRCLE RUN-
NING NORTH AND SOUTH BETWEEN OAKWOOD WAY
AND PACKWOOD WAY, IN BLOCK "AA", OF CHAR-
MONT SUBDIVISION.

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

Section 1. That Champion Circle, a fifty foot street,
in Block "AA", of Charmont Subdivision, as shown by plat
of Charmont Subdivision, as recorded in Plat Book "L",
page 93, Public Records of Orange County, Florida, be and
the same is hereby permanently vacated, abandoned and closed
as a public street and thoroughfare of the City of Winter
Park, Florida.

Section 2. That the City Clerk is hereby directed to
prepare a certified copy of this ordinance, after its pass-
age and adoption, and file the same with the Clerk of the
Circuit Court of Orange County, Florida.

Section 3. This ordinance shall become effective im-
mediately upon its final passage and adoption, and a copy
of said ordinance shall be published once within ten days
in the Winter Park Herald after its passage and adoption.

Adopted at a regular session of the City Commission of
the City of Winter Park, Florida, this 3rd day of August,
A.D. 1936.

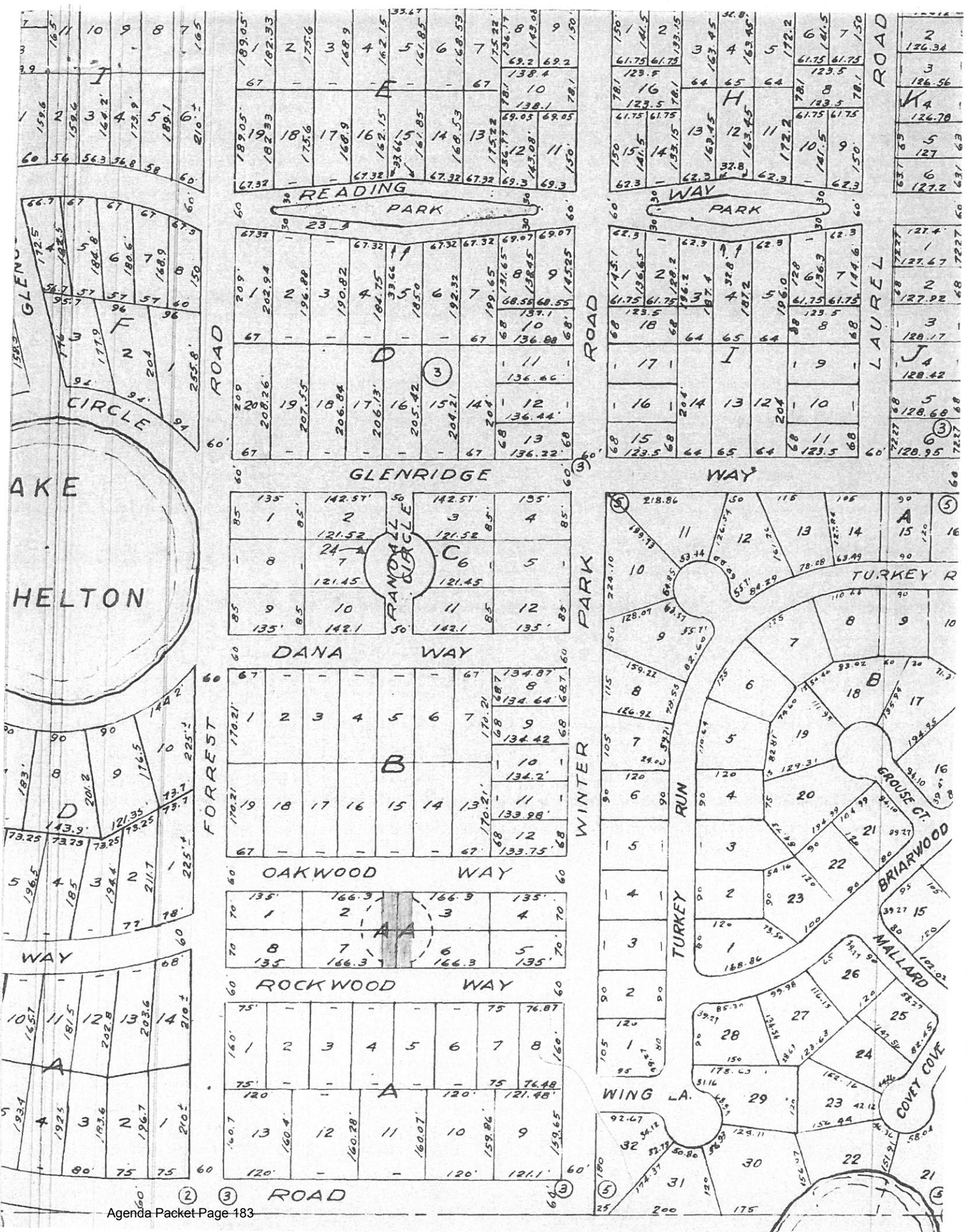


Mayor-Commissioner

Attest:



City Clerk





September 26, 2016

William Crosby
150 Oakwood Way
Winter Park, Fl. 32789

Re: Oakwood Cul-de-sac

Dear Mr. Crosby,

We currently have the property adjacent to yours, 200 Oakwood Way, under contract. We are proposing a lot split of this property. This letter will provide acknowledgement to the city that you approve of this split.

Z Properties will make the following improvements to the property:

- Remove all curbing at cul-de-sac

- Removal of brick roadway

- Add additional fill dirt and re-grade street

- New irrigation system and sod for 150 Oakwood Way and 151 Rockwood Way

- New fencing for 150 Oakwood Way and 151 Rockwood Way

- New curbing

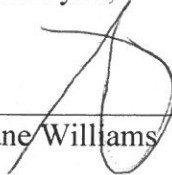
Additionally Z Properties, a licensed Building Contractor approved to work in the City of Winter Park agrees to the following terms and conditions requested:

All work will be completed in an expeditious manner and 100% of costs associated with the work shall be the responsibility of Z Properties. The property owners, Brewer's and Crosby's, shall incur no costs associated with this project.

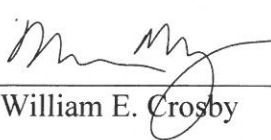
Z Properties | P.O. Box 488 | Winter Park, Fl. 32790
407.929.3303 | zane@zpropertiesinc.com

All work will be constructed to code and fully inspected by the City of Winter Park. Additionally, Z Properties, at their expense shall hire an independent landscape contractor and engineer to fully inspect all new work in place including but not limited to Grading, Irrigation, Sod, Curbs, Sidewalks, Fencing, and any other work performed by Z properties.

Thank you,



Zane Williams 9/20/16
Date



William E. Crosby 9/20/16
Date



September 26, 2016

Joel & Lauren Brewer
151 E. Rockwood Way
Winter Park, Fl. 32789

Re: Oakwood Cul-de-sac

Dear Mr. and Mrs. Brewer

We currently have the property adjacent to yours, 200 Oakwood Way, under contract. We are proposing a lot split of this property. This letter will provide acknowledgement to the city that you approve of this split.

Z Properties will make the following improvements to the property:

- Remove all curbing at cul-de-sac
- Removal of brick roadway
- Add additional fill dirt and re-grade street
- New irrigation system and sod for 150 Oakwood Way and 151 Rockwood Way
- New fencing for 150 Oakwood Way and 151 Rockwood Way
- New curbing

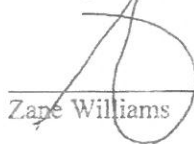
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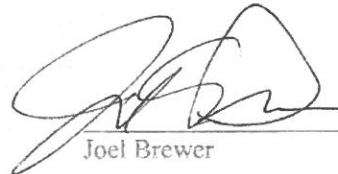
All work will be completed in an expeditious manner and 100% of all costs associated with the work shall be the responsibility of Z Properties. The property owners, Brewer's and Crosby's, shall incur no costs associated with this project.

Z Properties | P.O. Box 488 | Winter Park, Fl. 32790
407.929.3303 | zane@zpropertiesinc.com

All work will be constructed to code and fully inspected by the City of Winter Park.
Additionally, Z Properties, at their expense shall hire an independent landscape contractor and engineer to fully inspect all new work in place including but not limited to Grading, Irrigation, Sod, Curbs, Sidewalks, Fencing, and any other work performed by Z properties.

Thank you,


Zane Williams
9/26/16
Date


Joel Brewer
9/26/16
Date


Lauren Brewer
9/26/16
Date

Z Properties | P.O. Box 488 | Winter Park, FL 32790
407.929.3303 | zane@zpropertiesinc.com

**CIRCUIT COURT
NINTH JUDICIAL CIRCUIT
ORANGE COUNTY, FLORIDA**

**GLENNA M. HARMON, TRUSTEE,
a/k/a GLENNA H. ANTOVICH; JOHN
DOE 1 and JANE DOE 1; and; JOHN
DOE 2 and JANE DOE 2;**

**Plaintiffs,
vs.**

CASE NO.:

**WILLIAM E. CROSBY, LAUREN R.
BREWER, JOEL A. BREWER,
CHRISTY R. FRAZIER, GAY B.
ARNOLD and Z PROPERTIES GROUP
INC.;**

Defendants.

COMPLAINT FOR DECLARATORY JUDGMENT

COMES NOW, the Plaintiffs, GLENNA M. HARMON, TRUSTEE, a/k/a GLENNA H. ANTOVICH, JOHN DOE 1 and JANE DOE 1 and JOHN DOE 2 and JANE DOE 2, ("Plaintiffs"), by and through undersigned counsel, hereby sue the Defendants, WILLIAM E. CROSBY, LAUREN R. BREWER, JOEL A. BREWER, CHRISTY R. FRAZIER, GAY B. ARNOLD and Z PROPERTIES GROUP INC., ("Defendants"), and allege as follows:

STATEMENT OF THE CASE

(1). A platted roadway named Champion Circle ("**Champion Circle**"), together with a circular park area located within Champion Circle (the "**Park**") are shown and dedicated to the public on the 1925 plat of Charmont Winter Park as recorded at Plat Book L, at Page 93 of the Public Records of Orange County, Florida (the "**Charmont**

Plat”).

(2). This lawsuit seeks to declare and protect the rights of the Plaintiffs in and to Champion Circle, as shown on the Charmont Plat, in which is vested the private rights of all persons owning platted lots within the Plat.

(3). This lawsuit also seeks to protect the rights of the Plaintiffs in and to the Park, as shown on the Charmont Plat.

PARTIES, JURISDICTION AND VENUE

(4). Plaintiffs are:

(a). GLENNA M. HARMON, TRUSTEE, a/k/a GLENNA H. ANTOVICH, who is the owner of Lot 16, Block B within the Charmont Plat, located at 151 Oakwood Way in Winter Park, Florida (the “**Glenna Harmon Lot**”). The Glenna Harmon Lot contains a single family home thereon, and has beneficial use of Champion Circle and the Park.

(b). JOHN DOE 1 and JANE DOE 1 represent the owners, of all platted lots within the Charmont Plat, other than the Defendants, which platted lots have beneficial use of Champion Circle.

(c). JOHN DOE 2 and JANE DOE 2 represent the owners of all platted lots within the Charmont Plat, other than the Defendants, which platted lots have beneficial use of the Park.

(5). The Defendants are:

(a). WILLIAM E. CROSBY (“**Crosby**”), who is the owner of Lot 2, Block AA within the Charmont Plat, which is located at 150 Oakwood Way in Winter Park, Florida (the “**Crosby Lot**”). The Crosby Lot contains a single family home thereon and is located to the West of Champion Circle, as shown on the Charmont Plat. Crosby

asserts ownership of a portion of the Northwest 1/4 of Champion Circle and the Park, to the exclusion of the rights of Plaintiffs therein.

(b). LAUREN R. BREWER and JOEL A. BREWER ("**Brewers**"), who are the owners of Lot 7, Block AA within the Charmont Plat, which is located at 151 East Rockwood Way in Winter Park, Florida (the "**Brewer Lot**"). The Brewer Lot contains a single family home thereon and is located to the West of Champion Circle, as shown on the Charmont Plat. The Brewers assert ownership of the remaining portion of the West one half of Champion Circle and the Park, to the exclusion of the rights of Plaintiffs therein.

(c). CHRISTY R. FRAZIER and GAY B. ARNOLD ("**Frazier & Arnold**") are the owners of Lots 3 and 6, Block AA within the Charmont Plat, which is located at 200 Oakwood Way in Winter Park, Florida (the "**Frazier & Arnold Lot**"). The Frazier & Arnold Lot contains a single family home thereon and is located to the East of Champion Circle, as shown on the Charmont Plat. Frazier & Arnold assert ownership of the East one-half of Champion Circle and the Park (or a portion of the Circle), to the exclusion of the rights of the Plaintiffs therein.

(d). Upon information and belief: (i) Z PROPERTIES GROUP INC., is the proposed developer and contract purchaser of the Frazier & Arnold Lot ("**Developer**"); (ii) Developer is requesting a subdivision or lot split approval from the City of Winter Park, Florida ("**City**") to divide the Frazier & Arnold Lot into two single-family lots for the purpose of developing two single family homes (the "**New Developer Lots**"); and (iii) construction on the New Developer Lots is planned to encroach upon all or a portion of the East one-half of Champion Circle, to the exclusion of the rights of the Plaintiffs

therein.

(6). The Court has jurisdiction over this matter pursuant to Section 86.011, *Florida Statutes*; Chapter 177, *Florida Statutes*; and Article V, Section 5(b) of the *Constitution of the State of Florida*. Pursuant to Sections 86.021, *Florida Statutes*, any person whose rights, status, or other equitable or legal relations are affected by a statute, or any regulation made under statutory authority may have determined any question of construction or validity arising under such authority, and obtain a declaration of rights, status, or other equitable or legal relations thereunder. Pursuant to Section 86.111, *Florida Statutes*, the Court may order a speedy hearing of an action for a declaratory judgment and may advance it on the calendar.

(7). Venue is appropriate in Orange County pursuant to Section 47.011, *Florida Statutes*, in that the all of the real property that is the subject of this litigation is located in Orange County, Florida.

(8). Plaintiffs have retained the undersigned law firm for the purpose of bringing and maintaining this action.

FACTUAL ALLEGATIONS IN SUPPORT OF CLAIMS¹

(9). The Plat includes numerous streets with enclosed park areas similar in nature and concept to Champion Circle and the Park, each of which creates aesthetically pleasing and pastoral views from nearby lots and streets within the Plat, all adding to the enjoyment and value of lots within the Plat. (Please see Exhibit "A" hereto).

(10). The Defendants assert the right to exclude Plaintiffs from Champion Circle and the Park solely on the enactment by the City of a 1936 ordinance purporting to

abandon the rights of the public in Champion Circle (the "**1936 Purported Abandonment**").

(11). However, except for approximately the three weeks preceding the filing of this Complaint, since the 1936 Purported Abandonment (which is a period of over eighty years), the bricked street that constitutes the traveled roadway of Champion Circle and the Park have remained open to and used by not only the Plaintiffs, but also by the general public.

(12). Even assuming the validity of the 1936 Purported Abandonment, that ordinance did not serve to vacate the private rights of the Plaintiffs to Champion Circle and the Park, acquired by virtue of owning lots sold with reference to the Charmont Plat.

(13). In accordance with long-settled Florida law, private rights are acquired by purchasers of lots which are described by reference to the plat. See, *Mumaw v. Roberson*, 60 So. 2d 741 (Fla. 1952); *Enos v. Casey Mountain*, 532 So. 2d 703 (Fla. 5th DCA 1988); and *Southeast Seminole Civic Association v. Adkins*, 604 So. 2d 523 (Fla. 5th DCA 1992), *review denied*, 613 So. 2d 9 (Fla. 1992). And see, Title Note 24.01.01, *Title Notes*, Attorneys Title Insurance Fund, Inc.

(14). When property is platted, two separate types of rights are created. First, to the extent that a plat dedicates any areas, such as streets, alleys, parks, etc., to the public, by acceptance of the plat by the local government, the public has rights to use the areas so dedicated. Secondly, and most important in this matter, by the sale of lots with reference to a plat, private rights and easement to use the streets, alleys, parks, etc. shown on such plat. See, *City of Miami Beach v. Miami Beach Improvement Co.*, 14 So. 2d 172 (Fla. 1943); and *Young v. Miami Beach Improvement Co.*, 46 So. 2d 26

(Fla., 1950). And see, Title Note 24.01.01, *Title Notes*, Attorneys Title Insurance Fund, Inc.

(15). Therefore, each owner of a lot within the Charmont Plat is vested with a private right and easement to use all such streets, alleys, parks, etc., shown on the Charmont Plat. That is, the owners of lots within the Charmont Plat are vested with the right to the beneficial use of Champion Circle and the Park, regardless of any purported action by the City or any other governmental entity to abandon the rights of the public therein. See, *Price v. Stratton*, 33 So. 644 (Fla. 1903); *Florida East Coast Ry. Co. v. Worley*, 38 So. 618 (Fla. 1905); and *City of Miami v. Florida East Coast Ry. Co.*, 84 So. 726 (Fla. 1920). And see, Title Note 24.01.01, *Title Notes*, Attorneys Title Insurance Fund, Inc.

(16). Persons acquiring lots described by reference to a plat acquire private implied easements over the streets shown on the plat. See *Price v. Stratton*, 33 So. 644 (Fla. 1903); *Florida East Coast Ry. Co. v. Worley*, 38 So. 618 (Fla. 1905); and *City of Miami v. Florida East Coast Ry. Co.*, 84 So. 726 (Fla. 1920). And see, Title Note 24.01.01, *Title Notes*, Attorneys Title Insurance Fund, Inc.

(17). A purchaser of platted lots acquires an unconditional private easement in the platted streets, parks, etc., and the right to insist that such areas be kept open. See, *Boothby v. Gulf Properties of Alabama*, 40 So. 2d 117 (Fla. 1949); *Powers v. Scobie*, 60 So. 2d 738 (Fla. 1952); *Brooks-Garrison Hotel Corp. v. Sara Inv. Co.*, 61 So. 2d 913 (Fla. 1953); *Dan Dee Corporation v. Samuels*, 124 So. 2d 733 (Fla. 2d DCA 1960); *Blue Reef Holding Corp., Inc. v. Coyne*, 645 So. 2d 1053 (Fla. 4th DCA, 1994); *Reynolds v. County of Volusia*, 659 So. 2d 1186 (Fla. 5th DCA 1995). And see, Title Note 24.01.01,

Title Notes, Attorneys Title Insurance Fund, Inc.

(18). The extent of a lot owner's private right of user in platted streets and alleys shown on a plat is limited to such streets and alleys as are reasonably and materially beneficial to the grantee and of which the deprivation would reduce the value of his/her/their/its lot(s). See, *Powers v. Scobie*, 60 So. 2d 738 (Fla. 1952); *Harbor View #7, Inc. v. Willson*, 120 So. 2d 453 (Fla. 2d DCA 1960); and *Weber v. City of Hollywood*, 120 So. 2d 826 (Fla. 2d DCA 1960). And see, Title Note 24.01.01, *Title Notes, Attorneys Title Insurance Fund, Inc.*

(19). With respect to streets shown on the Charmont Plat, those lot owners who are reasonably benefitted by such streets have these rights.

(20). In the instant case, owing to the configuration of the streets within the Charmont Plat, it is apparent that the number of property owners so benefitting would be numerous.

(21). As an example, the Glenna Harmon Lot is located immediately to the North of Champion Circle and the Park, within approximately 50 feet of the northern boundary of Champion Circle and enjoys both access to and direct views of the entirety of Champion Circle and the Park.

(22). The approval of all lot owners within the Charmont Plat who would reasonably and materially benefit from use of the Champions Circle, such that deprivation of use would reduce the value of their lot, is required as to any development activity impacting their rights to the use of Champions Circle.

(23). Lot owners are automatically deemed to be benefitted by any and all parks shown on a plat, and there is no requirement to demonstrate that a park within a plat will

benefit the lot owners within such plat. See, *Boothby v. Gulf Properties of Alabama*, 40 So. 2d 117 (Fla. 1949); *Powers v. Scobie*, 60 So. 2d 738 (Fla. 1952); *McCorquodale v. Keyton*, 63 So. 2d 906 (1953); *Brooks-Garrison Hotel Corp. v. Sara Inv. Co.*, 61 So. 2d 913 (Fla. 1953); *Dan Dee Corporation v. Samuels*, 124 So. 2d 733 (Fla. 2d DCA 1960); *Blue Reef Holding Corp., Inc. v. Coyne*, 645 So. 2d 1053 (Fla. 4th DCA 1994); *Reynolds v. County of Volusia*, 659 So. 2d 1186 (Fla. 5th DCA 1995). And see, Title Note 24.01.01, *Title Notes*, Attorneys Title Insurance Fund, Inc.

(24). With respect to park areas and similar areas within the Charmont Plat, every lot owner within the Charmont Plat possesses the right of beneficial use, regardless of where their lot is located within the Charmont Plat.

(25). Except for approximately the three weeks preceding the filing of this Complaint, Champion Circle and the Park have been in continuous use, both by members of the public and by the owners of lots within the Charmont Plat.

(26). The consent of all owners of lots within the Charmont Plat is required as to any development activity relating to the Park.

(27). In any event, the City Charter in effect at the time of the 1936 Purported Abandonment did allow for the vacation of streets, but did not provide for the vacation of parks. Thus, the 1936 Purported Abandonment had no effect on the Park. The City Charter in effect in 1936 did provide authority for the City Commission "to beautify the streets, parks and public thoroughfares of the City by the planting of trees, palms and shrubbery". Indeed, the 1936 Purported Abandonment relates only to a street fifty feet in width; whereas the portion of Champion Circle encompassing the Park is considerably wider than 50 feet. (Please see Exhibit "B" hereto).

(28). An actual and substantial controversy exists between Plaintiffs and Defendants over the rights relating to the beneficial use of Champion Circle and the Park, which rights derive under the Charmont Plat.

(29). This case is justiciable because Defendants assert rights which materially, adversely and substantially impact the property rights of the Plaintiffs causing loss of property value to their properties and the continued use and enjoyment of their properties to which they are entitled and upon which they have relied under the Charmont Plat. (Please see Exhibit "C" hereto constituting of photographs of recent signage placed by some or all of the Defendants in the right of way for Champion Circle and the Park in dispute).

(30). The Plaintiffs are in doubt as to the legal entitlements and rights that they enjoy pursuant to the Charmont Plat, notwithstanding their assertions herein of their clear legal beliefs as to the matters at issue.

(31). The adverse interests of the parties are of sufficient immediacy and materiality to warrant a declaratory relief.

(32). The declaratory relief sought herein is not advisory in nature.

(33). Declaratory relief will clarify the rights and obligations of the parties and is, therefore, appropriate to resolve this controversy.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court:

- (a). Declare that Plaintiffs have the right of use in and to Champion Circle.
- (b). Declare that Plaintiffs have the right of use in and to the Park.
- (c). Declare that the Defendants do not have the right to develop or otherwise adversely impact the platted right of way for Champion Circle in a way that would

adversely impact the Plaintiffs' rights of use in and to Champion Circle.

(d). Declare that the Defendants do not have the right to develop or otherwise adversely impact the Park in a way that would adversely impact the Plaintiffs' rights of use in and to the Park.

(e). Enter all further and supplemental relief in favor of the Plaintiffs that this Honorable Court deems meet, equitable and just.

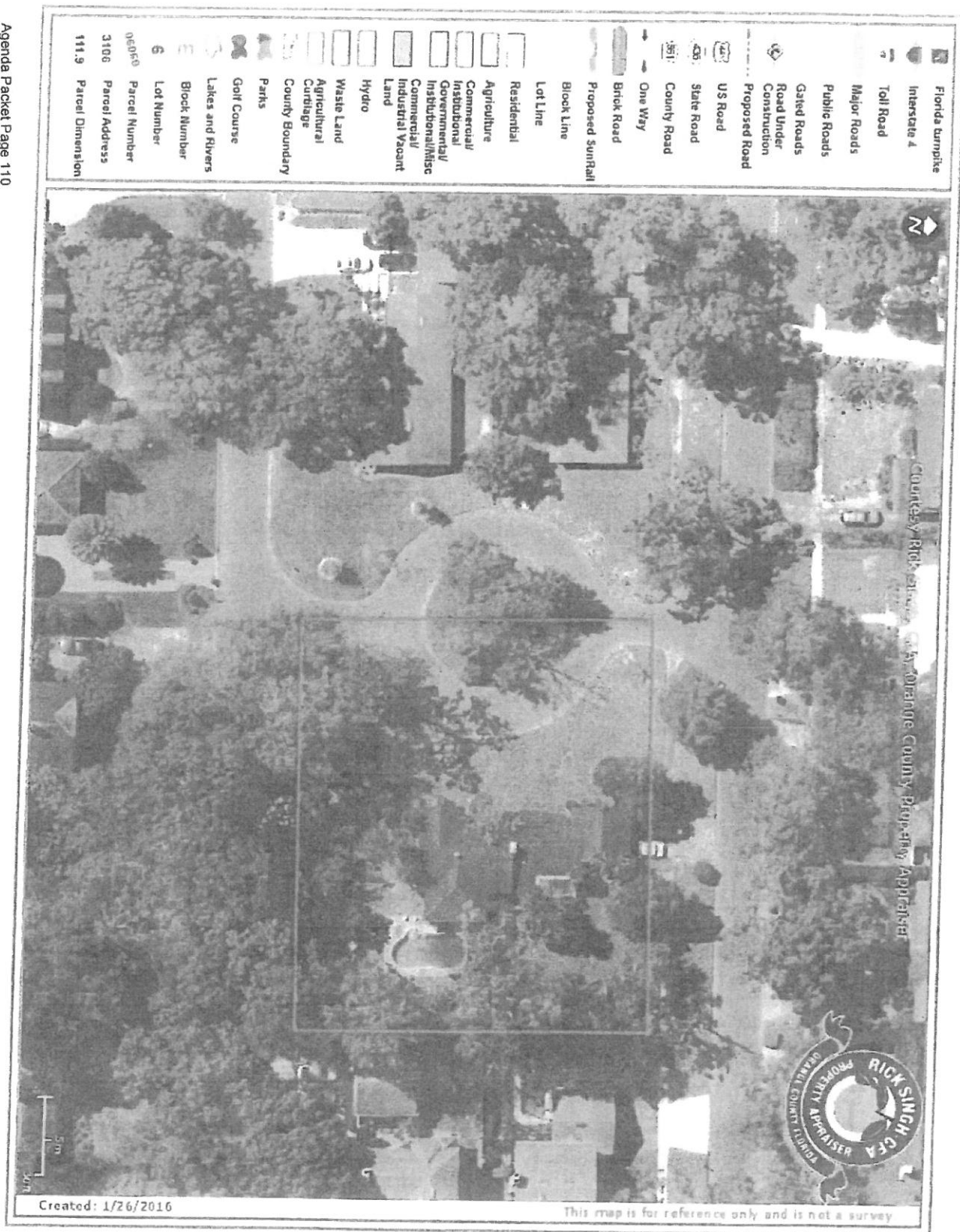
DATED this 13th day of February, 2017.

Respectfully submitted,

/s/Lonnie N. Groot

LONNIE N. GROOT
Florida Bar No.: 266094
**STENSTROM, McINTOSH,
COLBERT & WHIGHAM, P.A.**
1001 Heathrow Park Lane
Suite 4001, Lake Mary, Florida 32746
(407) 322-2171 & FAX (407) 330-2379
Email: lgroot@stenstrom.com
Service: service.lgroot@stenstrom.com
Attorneys for Plaintiffs

ⁱ The Plaintiffs reserve the right to supplement the citation of legal authority set forth herein and to provide the legal argument necessary to support their claims at a later time during the course of this litigation.



AN ORDINANCE TO VACATE CHAMPION CIRCLE
A FIFTY FOOT STREET, AS SHOWN BY THE PLAT
OF CHARMONT SUBDIVISION, RECORDED IN PLAT
BOOK "L", PAGE 95, PUBLIC RECORDS OF ORANGE
COUNTY, FLORIDA; SAID CHAMPION CIRCLE RUN-
NING NORTH AND SOUTH BETWEEN OAKWOOD WAY
AND PACKWOOD WAY, IN BLOCK "AA", OF CHAR-
MONT SUBDIVISION.

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

Section 1. That Champion Circle, a fifty foot street,
in Block "AA", of Charmont Subdivision, as shown by plat
of Charmont Subdivision, as recorded in Plat Book "L",
page 95, Public Records of Orange County, Florida, be and
the same is hereby permanently vacated, abandoned and closed
as a public street and thoroughfare of the City of Winter
Park, Florida.

Section 2. That the City Clerk is hereby directed to
prepare a certified copy of this ordinance, after its pass-
age and adoption, and file the same with the Clerk of the
Circuit Court of Orange County, Florida.

Section 3. This ordinance shall become effective im-
mediately upon its final passage and adoption, and a copy
of said ordinance shall be published once within ten days
in the Winter Park Herald after its passage and adoption.

Adopted at a regular session of the City Commission of
the City of Winter Park, Florida, this 3rd day of August,
A.D. 1936.

R. C. Baker
Mayor-Commissioner

Mae O'Steen
City Clerk

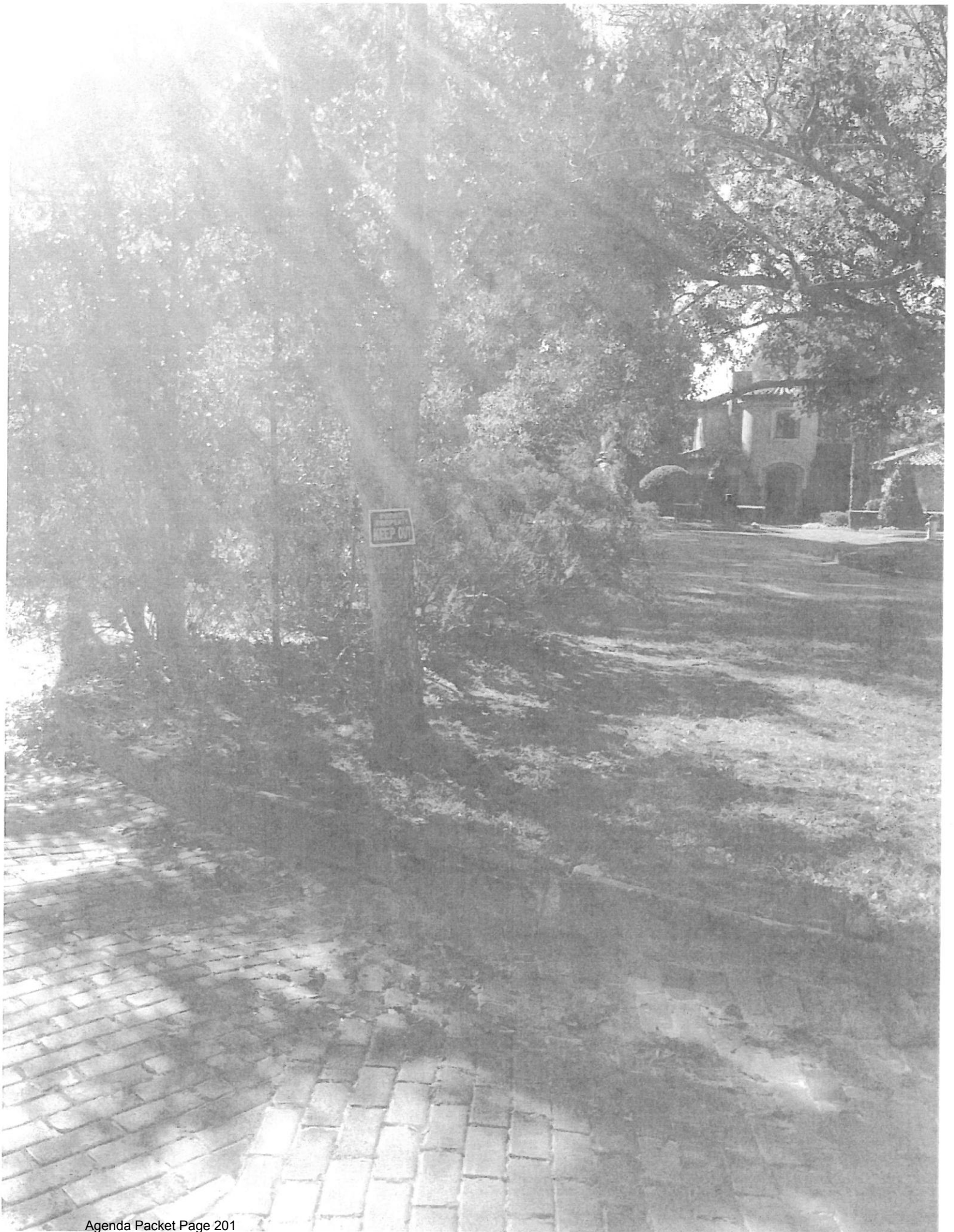
I HEREBY CERTIFY that the above and foregoing is a true,
correct and literal copy of Ordinance #279 as passed by
the City Commission of the City of Winter Park, Florida,
at a Regular Meeting held on the 3rd day of August, A. D.
1936.

WITNESS my hand and the Seal of the City of Winter Park,
Florida, this the 6th day of November, A. D. 1936.

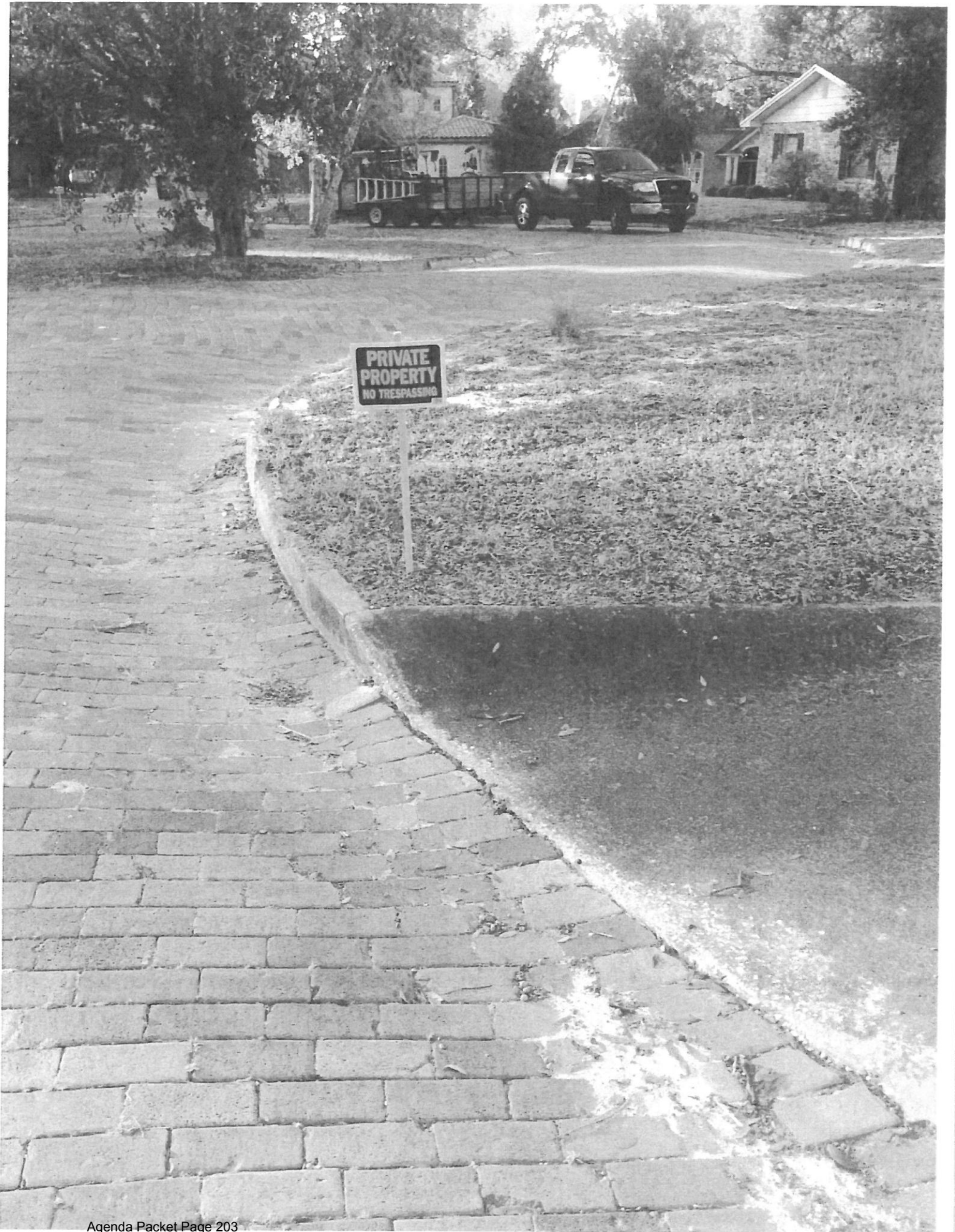
Mae O'Steen
City Clerk, Winter Park, Fla.

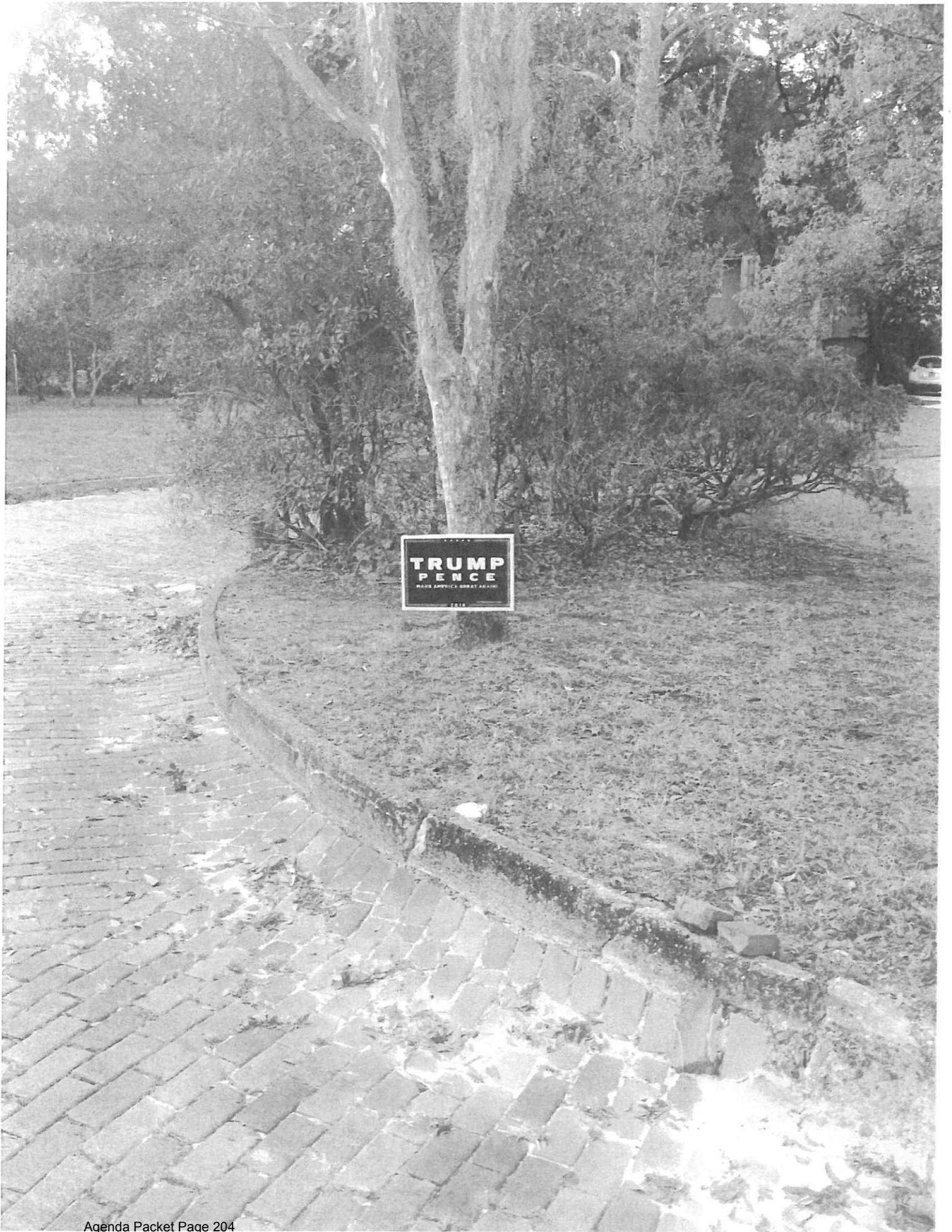
Filed in the office of the Clerk of the Circuit Court of Orange County, Florida
on the 7th day of Nov. A. D. 1936 at 9:30 o'clock A. M. and
recorded in Book No. 487 on page 377 and record verified.
Clerk By: CLERK'S No. 20630 Deputy











IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO.: 2017-CA-001326-O

GLENNA M. HARMON, TRUSTEE,
a/k/a GLENNA H. ANTOVICH; JOHN
DOE 1 and JANE DOE 1; and JOHN
DOE 2 and JANE DOE 2,

Plaintiffs,

vs.

WILLIAM E. CROSBY, LAUREN R.
BREWER, JOEL A. BREWER,
CHRISTY R. FRAZIER, GAY B.
ARNOLD and Z PROPERTIES GROUP,
INC.,

Defendants.

**DEFENDANTS' (FRAZIER AND ARNOLD'S) MOTION TO DISMISS COMPLAINT
FOR DECLARATORY JUDGMENT OR TO STRIKE PORTIONS THEREOF**

The Defendants, CHRISTY R. FRAZIER (hereinafter, "FRAZIER") and GAY B. ARNOLD (hereinafter, "ARNOLD")¹ through their undersigned legal counsel and pursuant to Fla. R. Civ. P. 1.140(b) and (f), hereby move to dismiss the Plaintiff's Complaint for Declaratory Judgment or to strike certain portions thereof, and as grounds for these motions state the following:

Grounds for Motion to Dismiss

1. The Plaintiff has failed to state a cause of action cognizable under Florida law, because the Plaintiff has violated the requirements of Fla. R. Civ. P. 1.130, which states, in

¹ The Defendants have had a contract for the sale of property owned by them held up for months because of the Plaintiff's claims made in the Complaint, and they continue to incur damage as the result of the Plaintiff's claims.

relevant part, the following: "All ... documents upon which action may be brought or defense made or a copy thereof or a copy of the portions thereof material to the pleadings, shall be incorporated in or attached to the pleading."

2. The Plaintiff purports to state a cause of action that relies, by its own allegations, upon the recorded Plat for Charmont Subdivision, but the Complaint, at Paragraph 9, fails to attach a copy of the said Plat. It incorrectly implies at Paragraph 9 that Exhibit "A" attached to the Complaint is the Plat, yet it obviously is not, but rather, it is an aerial photograph with no recording information pertinent to the allegations of the Complaint concerning the existence of the Plat and its relevant features. The Plaintiff most likely has excluded this requisite exhibit, because the Plat belies the Plaintiff's allegations that Champion Circle, or some portion thereof, is a "park." The Plat specifically designates certain other portions of the Charmont Subdivision as "parks," but does not so designate any portion of Champion Circle as a "park."

3. Additionally, based upon the case law cited in the Complaint, it is evident that the Plaintiff purports to claim rights in the private drive known as Champion Circle based upon her having received a Deed to her property in the Charmont Subdivision, presumably by reference to the Plat.² However, the Plaintiff noticeably has failed to plead the language of conveyance in her Deed or to attach to the Complaint a copy of her Deed as required by Fla. R. Civ. P. 1.130(a). If the Plaintiff did not receive her title under her Deed by reference to the Plat, she has no rights to

² The Plaintiff specifically alleges at Paragraph 13: "In accordance with long-settled Florida law, private rights are acquired by purchasers of lots which are described by reference in the plat." [citations omitted]. She pleads at Paragraph 14: "Secondly, and most important in this matter, by the sale of lots with reference to a plat, private rights and easements to use the streets, alleys, parks, etc. shown on such plat." [citations omitted]. She pleads at Paragraph 16: "Persons acquiring lots described by reference to a plat acquire private implied easements over the streets shown on the plat." [citations omitted]. She pleads at Paragraph 17: "A purchaser of platted lots acquires and unconditional private easement in the platted streets, parks, etc., and the right to insist that such areas be kept open." [citations omitted].

bring the subject action, and for this reason, the Plaintiff is required to attach her Deed to the Complaint to demonstrate her standing to bring this action.

4. Additionally, to the extent that the Plaintiff purports to state a cause of action based upon the alleged legal status of some portion or all of Champion Circle as a “park,” a term used in a misleading fashion throughout the Complaint, the Plaintiff has failed to state a cause of action, because there is no legal document, statutory law, code, ordinance, or case law supporting the use of the term, “park,” in reference to Champion Circle or any part thereof, to the best of the undersigned’s knowledge.

Grounds for Motion to Strike

5. The wrongful use of the term, “park,” is particularly onerous under the circumstances of the instant action, because, as indicated in Paragraphs 22 through 26 of the Complaint, the Plaintiff alleges that all homeowners in the Charmont Subdivision have an interest in Champion Circle as a “park” that requires every lot owner within the Subdivision to provide their consent for any development of the so-called “park,” even though the Plaintiff alleges in her Complaint that Champion Circle was abandoned as a roadway. Where such characterization of the land in Champion Circle as a “park” manifestly appears to be nothing more than a fabrication of the purpose of that land that was controlled, as a matter of law, by the original Plat for the Charmont Subdivision recorded in 1925 – which Plat specifically designated other lands in the subdivision as “parks,” but not Champion Circle – the allegations of the Complaint that some portion or all of Champion Circle is a “park” are clearly impertinent and immaterial allegations justifying the striking of such impertinent and immaterial allegations. Fla. R. Civ. P. 1.140(f).

WHEREFORE, the Defendants, FRAZIER and ARNOLD, respectfully request that the Court enter an Order dismissing the Complaint without prejudice and allowing the Plaintiff a

reasonable time within which to amend the pleading so that this matter is not unduly delayed. Alternatively, movants respectfully request that the Court enter an Order striking, with prejudice, , all references by the Plaintiff to Champion Circle or any part of it as a “park” and strike all allegations of the Complaint relating to such fabricated status of any portion of Champion Circle as a “park.” The movants respectfully request that the Court impose a short deadline for the Plaintiff to cure her pleading deficiencies.

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by email pursuant to Fla. R. Jud. Admin. 2.516, through the Florida Courts E-Filing Portal to Lonnie N. Groot, Esquire, 1001 Heathrow Park Lane, Suite 4001, Lake Mary, Florida 32746 at lgroot@stenstrom.com and service.lgroot@stenstrom.com this 24th day of February, 2017.

TERRY AND FRAZIER, P.A.

BY: s/ T. Scott Frazier
T. SCOTT FRAZIER, ESQUIRE
Florida Bar No.: 311601
125 East Jefferson Street
Orlando, Florida 32801
Tele: (407) 843-1956
Fax: (407) 843-4210
Email: terryandfrazier@bellsouth.net
Attorney for Defendants, Frazier and Arnold

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IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO.: 2017-CA-001326-O

GLENNA M. HARMON, TRUSTEE,
a/k/a GLENNA H. ANTOVICH; JOHN
DOE 1 and JANE DOE 1; and JOHN
DOE 2 and JANE DOE 2,

Plaintiffs,

vs.

WILLIAM E. CROSBY, LAUREN R.
BREWER, JOEL A. BREWER,
CHRISTY R. FRAZIER, GAY B.
ARNOLD and Z PROPERTIES GROUP,
INC.,

Defendants.

MOTION TO DISMISS FOR FAILURE TO JOIN INDISPENSABLE PARTIES

The Defendants, CHRISTY R. FRAZIER (hereinafter, "FRAZIER") and GAY B. ARNOLD (hereinafter, "ARNOLD")¹ through their undersigned legal counsel and pursuant to Fla. R. Civ. P. 1.140(b), hereby move to dismiss the Plaintiff's Complaint for Declaratory Judgment, and as grounds for this motion state the following:

1. The Defendants, FRAZIER and ARNOLD, are the owners, as tenants in common of Lots 3 and 6 of the Charmont Subdivision, as platted in a Plat recorded in 1925. The Complaint acknowledges these facts.

¹ The Defendants have had a contract for the sale of property owned by them held up for months because of the Plaintiff's claims made in the Complaint, and they continue to incur damage as the result of the Plaintiff's claims.

2. The Complaint also acknowledges the abandonment of the roadway noted as Champion Circle by an Ordinance of the City of Winter Park recorded on the Public Record in 1936. FRAZIER and ARNOLD are successors-in-interest to their grandfather, Leonard W. Saine, and of their mother, Elizabeth R. Bolt, respectively, who took title to Lots 3 and 6 of the Charmont Subdivision and the abandoned portion of Champion Circle “lying East of a line running from a point 25 feet West of the NW Corner of said Lot 3 to a point 25 feet West of the SW corner of said Lot 6.”

3. The Plaintiff nevertheless claims that she, along all with other owners of property in the Charmont Subdivision all have easement rights in Champion Circle that were not eliminated by the abandonment of the circle by the City of Winter Park in 1936, a contention that the Defendants strongly contest.

4. Regardless of that issue between the parties, the fact remains that the Plaintiff alleges that the easement rights she claims exist in all of the homeowners in the Charmont Subdivision, and she purports to have named them as “John Doe” and “Jane Doe” as Plaintiffs without actually naming such individuals. The Plaintiff knows that not all of the homeowners in the Charmont Subdivision, outside of the named Defendants, actually support her position, and it is inappropriate for her to not name all of the parties whose property interests she purports to affect in her action against the Defendants.

5. Some of the neighbors in the Charmont Subdivision support the sale by the movants of their property to a developer who desires to build two homes on the two platted lots, inclusive of those portions of Lots 3 and 6 lying in Champion Circle, as abandoned by the City of Winter Park. At the very least, the Plaintiff must identify and name as Defendants all such

neighbors who have expressed disagreement with her over the relief that she seeks in her Complaint to prevent the movants from selling their property and the developer associated with their purchaser from developing it to include portions of Champion Circle.

6. The property records showing the identities of the property owners in Charmont Subdivision are readily available to the Plaintiff, the Plaintiff has participated in various meetings with numerous neighbors concerning her claims made in the Complaint, and yet the Plaintiff is the only one who has participated as a named Plaintiff in this action purporting to speak for the entire neighborhood. The Plaintiff has no excuse for not naming other Plaintiffs who would join her in this action, and if they would not join her as a Plaintiff, she has no excuse for not naming those opposed to the relief she seeks in the Complaint as Defendants. Such parties are indispensable parties within the meaning of that term in Fla. R. Civ. P. 1.140(b).

7. The Plaintiff also knows for a fact that the named individual Defendants in the Complaint all own lots that, once abandoned by the City of Winter Park, have been considered to be their personal private property, and as such, they and their predecessors in interest have been taxed by Orange County, Florida and they have paid taxes on that real property to the County. By virtue of the Defendants having paid taxes for many decades, the fact is that the allegations of the Plaintiff in the Complaint most definitely call into question the rights of the County to claim any portion of Champion Circle as part of its tax base. Accordingly, Orange County necessarily is an indispensable party to this action.

WHEREFORE, the movants, FRAZIER and ARNOLD, respectfully request that the Court enter an Order dismissing the Plaintiff's Complaint for failure to name and join in this action indispensable parties whose presence in this action are essential to the avoidance of potentially

inconsistent or delayed results and piecemeal litigation over the contentions made by the Plaintiff in her Complaint.

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by email pursuant to Fla. R. Jud. Admin. 2.516, through the Florida Courts E-Filing Portal to Lonnie N. Groot, Esquire, 1001 Heathrow Park Lane, Suite 4001, Lake Mary, Florida 32746 at lgroot@stenstrom.com and service.lgroot@stenstrom.com this 24th day of February, 2017.

TERRY AND FRAZIER, P.A.

BY: s/ T. Scott Frazier
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Email: terryandfrazier@bellsouth.net
Attorney for Defendants, Frazier and Arnold

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IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO.: 2017-CA-001326-O

GLENNA M. HARMON, TRUSTEE,
a/k/a GLENNA H. ANTOVICH; JOHN
DOE 1 and JANE DOE 1; and JOHN
DOE 2 and JANE DOE 2,

Plaintiffs,

vs.

WILLIAM E. CROSBY, LAUREN R.
BREWER, JOEL A. BREWER,
CHRISTY R. FRAZIER, GAY B.
ARNOLD and Z PROPERTIES GROUP,
INC.,

Defendants.

**DEFENDANTS' (FRAZIER'S AND ARNOLD'S) MOTION FOR DETERMINATION OF
ENTITLEMENT TO RECOVER ATTORNEY'S FEES
PURSUANT TO §57.105, FLA. STAT. (2016)**

The Defendants, CHRISTY R. FRAZIER and GAY B. ARNOLD, pursuant to §57.105, Fla. Stat. (2015), hereby move the Court for entry of an Order determining that these Defendants are entitled to recover attorney's fees incurred by them in defending against portions of the Plaintiff's Complaint for Declaratory Judgment, and in support of this motion state the following:

1. Section 57.105, Fla. Stat. (2016) requires that a party seeking sanctions under its provisions must serve the motion for sanctions, but may not file same or present it to the Court unless, within 21 days after service of the motion, the challenged paper, claim, defense, contention, allegation, or denial is not withdrawn or appropriately corrected. §57.105(4), Fla. Stat. (2016).
2. The apparent legislative intent behind this provision of the statute is to allow a party

and that party's counsel a reasonable period of time, following written notice of the opposing party's intention to resort to §57.105 sanctions, to avoid those sanctions by withdrawing the challenged paper, claim, defense, contention, allegation, or denial which is being questioned for lack of evidence or for the use of unsound legal theory.

3. The standard for determining whether a fee award should be made following a party's failure to timely withdraw the challenged paper, claim, defense, contention, allegation, or denial is whether "the losing party or the losing party's attorney knew or should have known that a claim or defense when initially presented to the court or at any time before trial: (a) was not supported by the material facts necessary to establish the claim or defense; or (b) would not be supported by the application of then-existing law to those material facts." §57.105(1), Fla. Stat. (2016).

4. This motion is intended to act as the statutorily required notice and warning, as well as a request for fees pursuant to the statute, if corrective measures are not taken by the Plaintiff in regard to the withdrawal of the challenged portions of the Complaint for Declaratory Judgment, as referenced below.

5. In the Complaint for Declaratory Judgment, the Plaintiff has improperly referred to Champion Circle or to portions of it as a "park" with no basis in fact or in law to make such a characterization or to seek legal relief based upon "park" status of any portion of Champion Circle.

6. The Plaintiff and her legal counsel know, or should know, that in the context of the instant action, the term, "park," when used to describe any portion of Champion Circle, is a legal term, a term of art, and that the use of the term in the Complaint has been made solely to invoke legal arguments and principles that simply are inapplicable to any portion of Champion Circle at any time in its history. The said Defendants have served simultaneously with this paper their Motion to Dismiss Complaint for Declaratory Judgment or to Strike Portions Thereof as further

explanation of their position stated herein.

7. The Defendants are serving this motion, but are not filing same, so that the Plaintiff can appropriately withdraw the portions of the Complaint that identify Champion Circle as a “park,” and withdraw all portions of that pleading alleging any legal entitlements of the Plaintiff or of anyone else in any portion of Champion Circle based upon any position of it ever having been a “park.” If Plaintiff does not do so, these Defendants request that the Court award them their reasonable attorney’s fees and taxable costs incurred in defeating the said portions of the Complaint and in proving their entitlement to such an award of fees and costs.

WHEREFORE, the said Defendants move the Court to enter its Order determining that they are entitled to recover from the Plaintiff and her legal counsel (in equal parts) their reasonable attorney’s fees and taxable costs incurred in defeating the portions of the said Complaint addressed above and in proving their entitlement to such a fee and cost award, or that the Court enter its Order determining that these Defendants are entitled to recover from the Plaintiff or her legal counsel their attorney’s fees and taxable costs incurred in defeating the said portions of the Complaint addressed above and in proving their entitlement to such a fee award; Defendants further move that the Court determine the amount of such an award at a later date upon the presentation of appropriate evidence at an evidentiary hearing for same.

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by email pursuant to Fla. R. Jud. Admin. 2.516, through the Florida Courts E-Filing Portal to Lonnie N. Groot, Esquire, 1001 Heathrow Park Lane, Suite 4001, Lake Mary, Florida 32746 at lgroot@stenstrom.com and service.lgroot@stenstrom.com this 24th day of February, 2017.

TERRY AND FRAZIER, P.A.

BY: s/ T. Scott Frazier
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Attorney for Plaintiff

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IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT IN AND FOR ORANGE
COUNTY, FLORIDA

CASE NO.: 2017-CA-001326-O

GLENNA M. HARMON, TRUSTEE, A/K/A
GLENNA H. ANTOVICH; JOHN DOE 1 AND
JANE DOE 1; AND JOHN DOE 2 AND JANE
DOE 2,

Plaintiff,

vs.

WILLIAM E. CROSBY; LAUREN R.
BREWER; JOEL A BREWER; CHRISTY R.
FRAZIER; GAY B. ARNOLD AND Z
PROPERTIES GROUP,

Defendants. /

MOTION TO DISMISS

COMES NOW, Defendant, WILLIAM E. CROSBY, by and through undersigned
counsel, files this Motion to Dismiss Plaintiff's Complaint for Declaratory Judgment and states
as follows:

FACTS

1. On or about February 13, 2017, Plaintiff filed a Complaint for Declaratory
Judgment seeking to declare and protect Plaintiff's rights to private land entitled Champion
Circle designated as such in the Official Records Plat Book L, Page 93 of the public records of
Orange County, Florida.
2. On or about October 21, 1925, H.D. Randall and Mary B. Randall created
Charmont Subdivision of Winter Park whereby the land was parceled out and recorded in the
Official Records Plat Book L, Page 93. The Charmont Subdivision shows Champion Circle as a

FALG 2017-2251
HARMON V. CROSBY
Motion to Dismiss

round-about between Oakwood Way and Rockwood Way. A copy of the Charmont Subdivision contained in Plat Book L, Page 93 is attached hereto as Exhibit "A."

3. On or about August 3, 1936, the City of Winter Park created an Ordinance to vacate Champion Circle. The Ordinance states, "That Champion Circle, a fifty foot street, in Block "AA", of Charmont Subdivision, as shown by plat of Charmont Subdivision, as recorded in Plat Book "L", Page 93, Public Records of Orange County, Florida be and the same is hereby permanently vacated, abandoned and closed as a public street and thoroughfare of the City of Winter Park, Florida."

4. Defendant, WILLIAM CROSBY owns Lot 2 of Block "AA" of the Charmont Subdivision, as platted in Plat Book L, Page 93, which includes the North West ¼ of Champion Circle. The legal description on the Warranty Deed dated April 15, 2009 and recorded in the Official Records Book 9864, Page 9312 of the public records of Orange County, Florida to Defendant WILLIAM CROSBY is as follows:

LOT 2, BLOCK "AA", CHARMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "L", PAGE 93 & 94, TOGETHER WITH THE NW ¼ OF VACATE CHAMPION CIRCLE, AS VACATED IN DEED BOOK 487, PAGE 377, ALL OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Commonly referred to as 150 Oakwood Way, Winter Park, Florida 32789-6041

ARGUMENT

5. When confronted with a Motion to Dismiss, a Court must determine whether the Complaint, as phrased within its four corners, sufficiently states a cause of action whereby relief can be granted. Fox v. Professional Wrecker Operators, Inc., 801 So.2d 175, 178 (Fla. 5th DCA 2001).

6. In addition, a Court must consider all factual allegations in the Complaint as true,

and all reasonable inferences must be drawn in favor of the pleader. Mosby v. Harrel, 909 So2d 323 (Fla. 1st DCA 2005).

A. STANDING

7. In the present case, Plaintiff lacks standing to bring this declaratory action.

Standing is a threshold question which the Court must resolve before reaching the merits of the case. See Solares v. City of Miami, 166 So.3d 887 (Fla. 3d DCA 2015). Plaintiff must demonstrate or allege a requisite “special damage” that they have suffered or will suffer. It has long been a well settled law in Florida that “[a]n individual cannot enjoin the obstruction of a public street unless some special damage to his property or injury to him differing not only in degree but in kind from the damage sustained by the community at large is threatened.”

Bozeman v. City of St. Petersburg, 74 Fla. 336, 76 So. 894, 896 (Fla. 1917). If an unlawful obstruction of a public roadway merely interferes with the right of passage that is common to all citizens, and no individual rights are specially or peculiarly injured, relief from such obstruction should be through the proper public authorities. Id. at 896; Brown v. Florida Chautauqua Ass’n, 59 Fla. 447, 52 So. 802 (Fla. 1910); Jacksonville, T. & K. W. Ry. Co. v. Thompson, 34 Fla. 346, 16 So. 282 (Fla. 1894).

8. Plaintiff has not alleged any special damage, differing in degree and kind from the damages that would be suffered by the whole community, if this were actually a public road being obstructed. See Henry L. Doherty & Co., Inc. v. Joachim, 146 Fla. 50, 200 So. 238 (Fla. 1941) (holding that complaint attacking validity of an ordinance vacating a pathway to the beach, which resulted in plaintiffs having to travel three times as far and go in a roundabout way to reach the beach, was required to be dismissed on the grounds that there was no showing of injury to plaintiffs different in kind from injury to others in the same community). Plaintiff fails to

show how they have suffered damages in a different kind and degree from that of the public, and in fact, Plaintiff has full access to Oakwood Way for any ingress and egress to her property. Champion Circle is a privately owned area of the Charmont Subdivision, which is owned by Defendants, WILLIAM CROSBY, LAUREN R. BREWER, JOEL A. BREWER, CHRISTY R. FRAZIER, and GAY B. ARNOLD. Thus the Plaintiff has not gained standing by showing a special injury.

B. FAILURE TO INCLUDE INDISPENSABLE PARTIES

9. Pursuant to Fl. R. Civ. P. 1.140(b)(7), Plaintiff failed to include indispensable parties, namely the City of Winter Park. The City of Winter Park enacted the Ordinance of 1936 vacating, closing and abandoned the property known as Champion Circle as a public street, thereby relinquishing rights to Champion Circle to the surrounding property owners as private property. Plaintiff's claim is against this Ordinance as Plaintiff desires access and use of Champion Circle by the public. Additionally, should Plaintiff's Complaint survive this motion to dismiss and should Plaintiff be successful in her claims, the City of Winter Park may be required to maintain Champion Circle as a public roadway.

C. IMPROPER PLAINTIFFS

10. Plaintiff improperly includes fictional Plaintiffs, John Doe 1, Jane Doe 1, John Doe 2 and Jane Doe 2. These fictional Plaintiffs are improper and must be removed from this case. A Plaintiff cannot sue on behalf of a non-existent party or a potential party. Fictional Plaintiffs, John Doe and Jane Doe cannot maintain a cause of action and as such, this is completely improper.

WHEREFORE, Defendant, WILLIAM CROSBY respectfully requests this Court enter an order Dismissing Plaintiffs Complaint for Declaratory Judgment with prejudice.

/s/ Danielle N. Parsons
Danielle N. Parsons, Esq.
FBN: 0029364
First American Law Group
7360 Bryan Dairy Road, Suite 200
Largo, FL 33777
(727) 549-3274
flservice@firstam.com

CERTIFICATE OF SERVICE

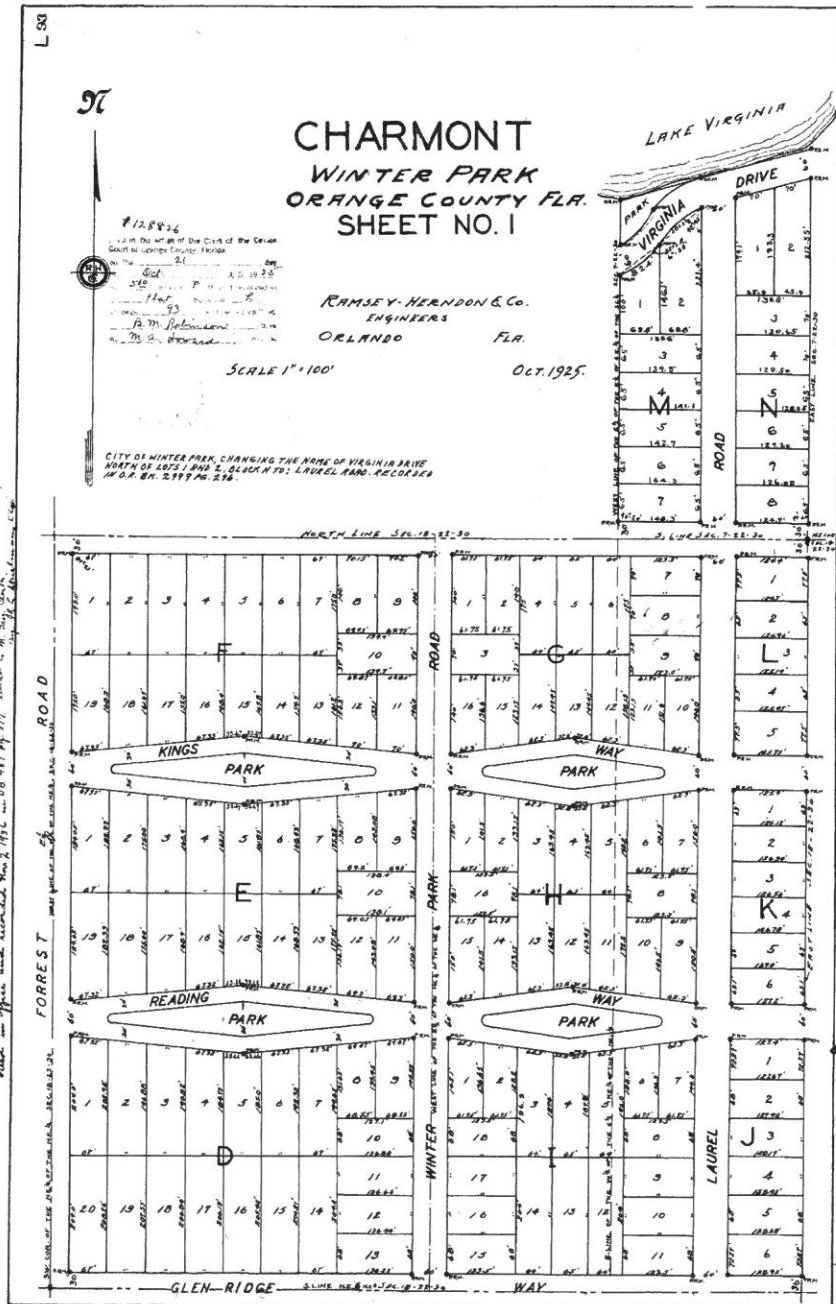
I HEREBY CERTIFY, that a true and correct copy of the foregoing has been furnished by eservice and/or U.S. Mail to the following on this 23rd day of March, 2016:

T. SCOTT FRAZIER, ESQ.
TERRYANDFRAZIER@BELLSOUTH.COM
TSCOTTFRAZIER@GMAIL.COM

LONNIE N. GROOT, ESQ.
LGROOT@STENSTROM.COM

/s/ Danielle N. Parsons
Danielle N. Parsons, Esq.
FBN: 0029364
First American Law Group
7360 Bryan Dairy Road, Suite 200
Largo, FL 33777
(727) 549-3274
flservice@firstam.com

EXHIBIT "A"



State of Florida
County of Orange

 (Seal)
 7. May 31. 1881 (Seal)

WR of E to the NE of the NE of Sec 18-22-30
Herby jointly and severally dedicate the said pr
for the uses and purposes therein set forth
Signed and sealed in the presence of
The presence of

John Philip
Robert H. H. H. H.

And I hereby further certify that the said Grace Harry Phillips on a separate and private examination held by me separately and apart from her said husband did acknowledge that she executed the said dedication freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

and I hereby further certify that the said Mary B. Randall on a separate and private examination held by me separately and apart from her said husband did acknowledge that she assisted the said deduction freely and voluntarily, and without any compulsion, constraint, apprehension or fear of or from her said husband.

CHELTON

In witness whereof I hereunto set my hand and affixed my official seal in the County and State aforesaid on this the 5th day of October A.D. 1925.

Paul H. Nichols
History Major
My commission expires _____

State of Florida } S.S.
County of Orange
The foregoing plot having been duly submitted
is approved. This certificate of approval is made in
compliance with and pursuant to Section Ten (10) of
an Act entitled, "An Act to Regulate the making of Surveys
and filing of Record of Maps and Plots in the State
of Florida"
J. P. McNamee, Clerk

State of Florida 1883
County of Orange
I, W. F. R. Williams, of the County
of Orange and State of Florida, hereby certify
that I have examined the map or plat hereto shown
and that there are no legal claims in or to
any of the segments of the land shown on the plat
to regulate the making of Orange and filing of Record
of maps and plats in the State of Florida. This certificate
is made in compliance with and in fulfillment of said Act
and is the only legal document now filed for
record this 21 day of Dec A.D. 1883

W. Madison
County, Ark
By and forward J.

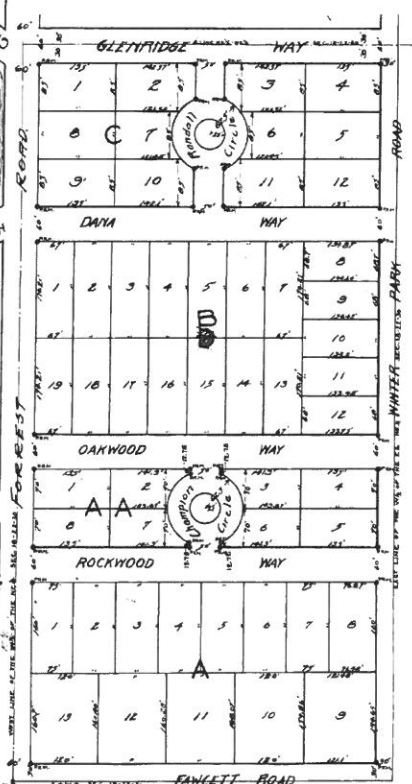
State of Florida
County of Orange

We, Foreby certify that we have surveyed the plat shown hereon and that the same is a correct representation of the land plotted and that the monument reference monuments have been placed as called for under Section Seven (?) up on the flat entitled the flat is regulated by the setting of said monument and a copy of record of said monument plat in the State of Florida Title Records is made in pursuance of an in compliance with the said Act.

Kennedy, Florida & Co.
-S- Surveyors

The plot herein shown has been examined,
accepted, and approved by the City Council of Winter
Park, Orange County, in regular session on the 5th day of
March A.D. 1925

President [Signature]
Attest City Clerk C. J. Bellon



IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO.: 2017-CA-001326-O

GLENNA M. HARMON, TRUSTEE,
a/k/a GLENNA H. ANTOVICH; JOHN
DOE 1 and JANE DOE 1; and JOHN
DOE 2 and JANE DOE 2,

Plaintiffs,

vs.

WILLIAM E. CROSBY, LAUREN R.
BREWER, JOEL A. BREWER,
CHRISTY R. FRAZIER, GAY B.
ARNOLD and Z PROPERTIES GROUP,
INC.,

Defendants.

**DEFENDANTS' (FRAZIER AND ARNOLD'S) MOTION TO DISMISS COMPLAINT
FOR DECLARATORY JUDGMENT OR TO STRIKE PORTIONS THEREOF**

The Defendants, CHRISTY R. FRAZIER (hereinafter, "FRAZIER") and GAY B. ARNOLD (hereinafter, "ARNOLD")¹ through their undersigned legal counsel and pursuant to Fla. R. Civ. P. 1.140(b) and (f), hereby move to dismiss the Plaintiff's Complaint for Declaratory Judgment or to strike certain portions thereof, and as grounds for these motions state the following:

Grounds for Motion to Dismiss

1. The Plaintiff has failed to state a cause of action cognizable under Florida law, because the Plaintiff has violated the requirements of Fla. R. Civ. P. 1.130, which states, in

¹ The Defendants have had a contract for the sale of property owned by them held up for months because of the Plaintiff's claims made in the Complaint, and they continue to incur damage as the result of the Plaintiff's claims.

relevant part, the following: “All ... documents upon which action may be brought or defense made or a copy thereof or a copy of the portions thereof material to the pleadings, shall be incorporated in or attached to the pleading.”

2. The Plaintiff purports to state a cause of action that relies, by its own allegations, upon the recorded Plat for Charmont Subdivision, but the Complaint, at Paragraph 9, fails to attach a copy of the said Plat. It incorrectly implies at Paragraph 9 that Exhibit “A” attached to the Complaint is the Plat, yet it obviously is not, but rather, it is an aerial photograph with no recording information pertinent to the allegations of the Complaint concerning the existence of the Plat and its relevant features. The Plaintiff most likely has excluded this requisite exhibit, because the Plat belies the Plaintiff’s allegations that Champion Circle, or some portion thereof, is a “park.” The Plat specifically designates certain other portions of the Charmont Subdivision as “parks,” but does not so designate any portion of Champion Circle as a “park.”

3. Additionally, based upon the case law cited in the Complaint, it is evident that the Plaintiff purports to claim rights in the private drive known as Champion Circle based upon her having received a Deed to her property in the Charmont Subdivision, presumably by reference to the Plat.² However, the Plaintiff noticeably has failed to plead the language of conveyance in her Deed or to attach to the Complaint a copy of her Deed as required by Fla. R. Civ. P. 1.130(a). If the Plaintiff did not receive her title under her Deed by reference to the Plat, she has no rights to

² The Plaintiff specifically alleges at Paragraph 13: “In accordance with long-settled Florida law, private rights are acquired by purchasers of lots which are described by reference in the plat.” [citations omitted]. She pleads at Paragraph 14: “Secondly, and most important in this matter, by the sale of lots with reference to a plat, private rights and easements to use the streets, alleys, parks, etc. shown on such plat.” [citations omitted]. She pleads at Paragraph 16: “Persons acquiring lots described by reference to a plat acquire private implied easements over the streets shown on the plat.” [citations omitted]. She pleads at Paragraph 17: “A purchaser of platted lots acquires and unconditional private easement in the platted streets, parks, etc., and the right to insist that such areas be kept open.” [citations omitted].

bring the subject action, and for this reason, the Plaintiff is required to attach her Deed to the Complaint to demonstrate her standing to bring this action.

4. Additionally, to the extent that the Plaintiff purports to state a cause of action based upon the alleged legal status of some portion or all of Champion Circle as a “park,” a term used in a misleading fashion throughout the Complaint, the Plaintiff has failed to state a cause of action, because there is no legal document, statutory law, code, ordinance, or case law supporting the use of the term, “park,” in reference to Champion Circle or any part thereof, to the best of the undersigned’s knowledge.

Grounds for Motion to Strike

5. The wrongful use of the term, “park,” is particularly onerous under the circumstances of the instant action, because, as indicated in Paragraphs 22 through 26 of the Complaint, the Plaintiff alleges that all homeowners in the Charmont Subdivision have an interest in Champion Circle as a “park” that requires every lot owner within the Subdivision to provide their consent for any development of the so-called “park,” even though the Plaintiff alleges in her Complaint that Champion Circle was abandoned as a roadway. Where such characterization of the land in Champion Circle as a “park” manifestly appears to be nothing more than a fabrication of the purpose of that land that was controlled, as a matter of law, by the original Plat for the Charmont Subdivision recorded in 1925 – which Plat specifically designated other lands in the subdivision as “parks,” but not Champion Circle – the allegations of the Complaint that some portion or all of Champion Circle is a “park” are clearly impertinent and immaterial allegations justifying the striking of such impertinent and immaterial allegations. Fla. R. Civ. P. 1.140(f).

WHEREFORE, the Defendants, FRAZIER and ARNOLD, respectfully request that the Court enter an Order dismissing the Complaint without prejudice and allowing the Plaintiff a

reasonable time within which to amend the pleading so that this matter is not unduly delayed. Alternatively, movants respectfully request that the Court enter an Order striking, with prejudice, , all references by the Plaintiff to Champion Circle or any part of it as a “park” and strike all allegations of the Complaint relating to such fabricated status of any portion of Champion Circle as a “park.” The movants respectfully request that the Court impose a short deadline for the Plaintiff to cure her pleading deficiencies.

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by email pursuant to Fla. R. Jud. Admin. 2.516, through the Florida Courts E-Filing Portal to Lonnie N. Groot, Esquire, 1001 Heathrow Park Lane, Suite 4001, Lake Mary, Florida 32746 at lgroot@stenstrom.com and service.lgroot@stenstrom.com this 24th day of February, 2017.

TERRY AND FRAZIER, P.A.

BY: s/ T. Scott Frazier
T. SCOTT FRAZIER, ESQUIRE
Florida Bar No.: 311601
125 East Jefferson Street
Orlando, Florida 32801
Tele: (407) 843-1956
Fax: (407) 843-4210
Email: terryandfrazier@bellsouth.net
Attorney for Defendants, Frazier and Arnold

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IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO.: 2017-CA-001326-O

GLENNA M. HARMON, TRUSTEE,
a/k/a GLENNA H. ANTOVICH; JOHN
DOE 1 and JANE DOE 1; and JOHN
DOE 2 and JANE DOE 2,

Plaintiffs,

vs.

WILLIAM E. CROSBY, LAUREN R.
BREWER, JOEL A. BREWER,
CHRISTY R. FRAZIER, GAY B.
ARNOLD and Z PROPERTIES GROUP,
INC.,

Defendants.

MOTION TO DISMISS FOR FAILURE TO JOIN INDISPENSABLE PARTIES

The Defendants, CHRISTY R. FRAZIER (hereinafter, "FRAZIER") and GAY B. ARNOLD (hereinafter, "ARNOLD")¹ through their undersigned legal counsel and pursuant to Fla. R. Civ. P. 1.140(b), hereby move to dismiss the Plaintiff's Complaint for Declaratory Judgment, and as grounds for this motion state the following:

1. The Defendants, FRAZIER and ARNOLD, are the owners, as tenants in common of Lots 3 and 6 of the Charmont Subdivision, as platted in a Plat recorded in 1925. The Complaint acknowledges these facts.

¹ The Defendants have had a contract for the sale of property owned by them held up for months because of the Plaintiff's claims made in the Complaint, and they continue to incur damage as the result of the Plaintiff's claims.

2. The Complaint also acknowledges the abandonment of the roadway noted as Champion Circle by an Ordinance of the City of Winter Park recorded on the Public Record in 1936. FRAZIER and ARNOLD are successors-in-interest to their grandfather, Leonard W. Saine, and of their mother, Elizabeth R. Bolt, respectively, who took title to Lots 3 and 6 of the Charmont Subdivision and the abandoned portion of Champion Circle “lying East of a line running from a point 25 feet West of the NW Corner of said Lot 3 to a point 25 feet West of the SW corner of said Lot 6.”

3. The Plaintiff nevertheless claims that she, along all with other owners of property in the Charmont Subdivision all have easement rights in Champion Circle that were not eliminated by the abandonment of the circle by the City of Winter Park in 1936, a contention that the Defendants strongly contest.

4. Regardless of that issue between the parties, the fact remains that the Plaintiff alleges that the easement rights she claims exist in all of the homeowners in the Charmont Subdivision, and she purports to have named them as “John Doe” and “Jane Doe” as Plaintiffs without actually naming such individuals. The Plaintiff knows that not all of the homeowners in the Charmont Subdivision, outside of the named Defendants, actually support her position, and it is inappropriate for her to not name all of the parties whose property interests she purports to affect in her action against the Defendants.

5. Some of the neighbors in the Charmont Subdivision support the sale by the movants of their property to a developer who desires to build two homes on the two platted lots, inclusive of those portions of Lots 3 and 6 lying in Champion Circle, as abandoned by the City of Winter Park. At the very least, the Plaintiff must identify and name as Defendants all such

neighbors who have expressed disagreement with her over the relief that she seeks in her Complaint to prevent the movants from selling their property and the developer associated with their purchaser from developing it to include portions of Champion Circle.

6. The property records showing the identities of the property owners in Charmont Subdivision are readily available to the Plaintiff, the Plaintiff has participated in various meetings with numerous neighbors concerning her claims made in the Complaint, and yet the Plaintiff is the only one who has participated as a named Plaintiff in this action purporting to speak for the entire neighborhood. The Plaintiff has no excuse for not naming other Plaintiffs who would join her in this action, and if they would not join her as a Plaintiff, she has no excuse for not naming those opposed to the relief she seeks in the Complaint as Defendants. Such parties are indispensable parties within the meaning of that term in Fla. R. Civ. P. 1.140(b).

7. The Plaintiff also knows for a fact that the named individual Defendants in the Complaint all own lots that, once abandoned by the City of Winter Park, have been considered to be their personal private property, and as such, they and their predecessors in interest have been taxed by Orange County, Florida and they have paid taxes on that real property to the County. By virtue of the Defendants having paid taxes for many decades, the fact is that the allegations of the Plaintiff in the Complaint most definitely call into question the rights of the County to claim any portion of Champion Circle as part of its tax base. Accordingly, Orange County necessarily is an indispensable party to this action.

WHEREFORE, the movants, FRAZIER and ARNOLD, respectfully request that the Court enter an Order dismissing the Plaintiff's Complaint for failure to name and join in this action indispensable parties whose presence in this action are essential to the avoidance of potentially

inconsistent or delayed results and piecemeal litigation over the contentions made by the Plaintiff in her Complaint.

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by email pursuant to Fla. R. Jud. Admin. 2.516, through the Florida Courts E-Filing Portal to Lonnie N. Groot, Esquire, 1001 Heathrow Park Lane, Suite 4001, Lake Mary, Florida 32746 at lgroot@stenstrom.com and service.lgroot@stenstrom.com this 24th day of February, 2017.

TERRY AND FRAZIER, P.A.

BY: s/ T. Scott Frazier
T. SCOTT FRAZIER, ESQUIRE
Florida Bar No.: 311601
125 East Jefferson Street
Orlando, Florida 32801
Tele: (407) 843-1956
Fax: (407) 843-4210
Email: terryandfrazier@bellsouth.net
Attorney for Defendants, Frazier and Arnold

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IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO.: 2017-CA-001326-O

GLENNA M. HARMON, TRUSTEE,
a/k/a GLENNA H. ANTOVICH; JOHN
DOE 1 and JANE DOE 1; and JOHN
DOE 2 and JANE DOE 2,

Plaintiffs,

vs.

WILLIAM E. CROSBY, LAUREN R.
BREWER, JOEL A. BREWER,
CHRISTY R. FRAZIER, GAY B.
ARNOLD and Z PROPERTIES GROUP,
INC.,

Defendants.

NOTICE OF APPEARANCE
AND DESIGNATION OF EMAIL ADDRESS

The undersigned and the law firm of TERRY AND FRAZIER, P.A. hereby make their appearance as counsel for the Defendants, CHRISTY R. FRAZIER and GAY B. ARNOLD, request that copies of all pleadings, notices, etc., served by other parties be served upon the undersigned counsel, and pursuant to Florida Rule of Judicial Administration 2.516(b)(1)(A), counsel hereby designates the following primary and secondary email addresses in the above-styled matter, as follows:

Primary Email: terryandfrazier@bellsouth.net
Secondary Email: tscottfrazier@gmail.com.

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by email pursuant to Fla. R. Jud. Admin. 2.516, through the Florida Courts E-Filing Portal to Lonnie N. Groot, Esquire, 1001 Heathrow Park Lane, Suite 4001, Lake Mary, Florida 32746 at lgroot@stenstrom.com and service.lgroot@stenstrom.com this 24th day of February, 2017.

TERRY AND FRAZIER, P.A.

BY: s/ T. Scott Frazier
T. SCOTT FRAZIER, ESQUIRE
Florida Bar No.: 311601
125 East Jefferson Street
Orlando, Florida 32801
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Fax: (407) 843-4210
Email: terryandfrazier@bellsouth.net
Attorney for Defendants, Frazier and Arnold

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city commission agenda item

Item type	Public Hearing	meeting date	April 10, 2017		
prepared by	Kris Stenger	approved by	<input type="checkbox"/>	City Manager	
department	Building & Permitting		<input type="checkbox"/>	City Attorney	
division			<input type="checkbox"/>	N/A	
board approval		<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> N/A	final vote
strategic objective	<input checked="" type="checkbox"/> Exceptional Quality of Life	<input checked="" type="checkbox"/> Fiscal Stewardship			
	<input type="checkbox"/> Intelligent Growth & Development	<input type="checkbox"/> Public Health & Safety			
	<input checked="" type="checkbox"/> Investment in Public Assets & Infrastructure				

subject

PACE (Property Accessed Clean Energy) interlocal agreement with Florida Green Finance Authority

motion | recommendation

Approve the signing of the interlocal agreement with Florida Green Finance Authority to provide PACE services to citizens of Winter Park.

background

Currently have a non-exclusive agreements with Florida PACE agency and Ygrene as of 2016.

alternatives | other considerations

Alternatives would be to maintain non-exclusive agreement with Florida PACE agency and Ygrene.

fiscal impact

There is no cost to the City as the program is managed by Florida Green Finance Authority.

RESOLUTION _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, APPROVING A PARTY MEMBERSHIP AGREEMENT AND ITS INCORPORATED INTERLOCAL AGREEMENT IN ORDER TO JOIN THE FLORIDA GREEN FINANCE AUTHORITY'S PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM UNDER SECTION 163.08, FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2010, the Florida Legislature adopted HB 7179 which created Section 163.08, F.S., which allows local governments to create Property Assessed Clean Energy (PACE) programs in order to provide the upfront financing for energy conservation and efficiency (i.e. energy-efficient heating, cooling, or ventilation systems), renewable energy (i.e. solar panels), wind resistance (i.e. impact resistant windows) and other improvements that are not inconsistent with state law (the "Qualifying Improvements"); and

WHEREAS, PACE programs not only assist residents and business owners in reducing their carbon footprint and energy costs, but also stimulate the local economy by the creation of needed construction jobs; and

WHEREAS, Section 163.08, F.S. authorizes local governments that create PACE programs to enter into a partnership with one or more local governments in order to provide more affordable financing for the installation of the Qualifying Improvements; and

WHEREAS, the Town of Lantana, Florida and the Town of Mangonia Park, Florida, entered into that certain Interlocal Agreement dated June 11, 2012, as amended (the "Interlocal Agreement), establishing the Florida Green Finance Authority, a separate and distinct legal entity in accordance with Section 163.01(7), for the purpose of administering a PACE program; and

WHEREAS, other local governments may join the Florida Green Finance Authority program by executing a Party Membership Agreement whereby such a local government becomes a party to the Interlocal Agreement; and

WHEREAS, given the widespread energy and economic benefits of PACE programs, the City Commission desires to join the Florida Green Finance Authority PACE program in order to provide the upfront financing to property owners for Qualifying Improvements, and to enter into the Party Membership Agreement attached hereto; and

WHEREAS, the City Commission finds that this Resolution is in the best interest and welfare of the residents of the City of Winter Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this Resolution.

Section 2. Approval of Party Membership Agreement. The City Commission hereby approves the Party Membership Agreement between the Florida Green Finance Authority (the “Authority”) and the City of Winter Park, in substantially the form attached to this Resolution. The Party Membership Agreement is non-exclusive and shall not affect any existing PACE Program that the City has or the ability of the City to create, join, or participate in any other similar programs.

Section 3. Authorization. The Mayor, or his or her designee, is hereby authorized to execute the Party Membership Agreement.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2017.

Steve Leary, Mayor

Attest:

Cynthia Bonham, City Clerk

**Party Membership Agreement
To The Florida Green Finance Authority**

WHEREAS, Section 163.01, F.S., the “Florida Interlocal Cooperation Act of 1969,” authorizes local government units to enter into interlocal agreements for their mutual benefit; and

WHEREAS, the Town of Lantana, Florida, a Florida municipal corporation ("Lantana") and the Town of Mangonia Park, Florida, a Florida municipal corporation, ("Mangonia Park") entered into an Interlocal Agreement, dated June 11, 2012, first amended on August 11, 2014 and second amended on April 7, 2016 with document execution May 9, 2016, establishing the Florida Green Finance Authority (sometimes herein the “Authority”) as a means of implementing and financing a qualifying improvements program for energy and water conservation and efficiency, renewable energy and wind-resistance improvements, and to provide additional services consistent with law; and

WHEREAS, the City of Winter Park desires to become a member of the Florida Green Finance Authority in order to facilitate the financing of qualifying improvements for properties located within the City of Winter Park.

NOW, THEREFORE, it is agreed as follows:

1. The Interlocal Agreement between the Florida Green Finance Authority, the Town of Lantana and the Town of Mangonia Park, entered into on June 11, 2012 and as amended on August 11, 2014 and April 7, 2016 with document execution May 9, 2016 (the “Interlocal Agreement”), for the purpose of facilitating the financing of qualifying improvements for properties located within the Authority’s jurisdiction via the levy and collection of voluntary non-ad valorem assessments on improved property, is hereby supplemented and amended on the date last signed below by this Party Membership Agreement, which is hereby fully incorporated into the Interlocal Agreement, to include the City of Winter Park, a Florida municipal corporation (herein “City” or “City of Winter Park”). Capitalized words used herein shall have the same meaning as defined in the Interlocal Agreement unless otherwise defined herein.
2. The Florida Green Finance Authority, together with its member Parties, and the City of Winter Park, with the intent to be bound thereto, hereby agree that the City of Winter Park shall become a Party to the Interlocal Agreement together with all of the rights and obligations of Parties to the Interlocal Agreement.
3. The Service Area of the Florida Green Finance Authority shall include the legal boundaries of the City of Winter Park, as the same may be more specifically designated by the City of Winter Park or amended from time to time.
4. The RenewPACE Program and any other PACE program administered by the Authority within the City (the “Program”), and the Interlocal Agreement, are non-exclusive, meaning the City of Winter Park specifically reserves the right to join any other entity providing a similar program under Section 163.08, Florida Statutes, or to create its own program under Section 163.08, Florida Statutes.
5. The Authority, including its staff and Third Party Administrator (“TPA”), shall be solely responsible for all matters associated with origination, funding, financing, collection and

administration of each of the Authority's authorized non-ad valorem assessments. This Authority responsibility includes, (1) subject to the limitations in Section 768.28, Florida Statutes, the Authority defending and indemnifying and holding harmless the City of Winter Park and its officers, officials, attorneys and employees from any and all claims, causes of action, penalties, adverse matters or damages (including attorneys' fees and costs at all trial and appellate levels) incurred by or brought against City of Winter Park relating to the Program, the Program's bond or debt obligation, the Program's financing agreements, the Program's qualifying improvements, the Interlocal Agreement, this Party Membership Agreement, the acts or omissions of the Authority and its officers, directors, employees or TPA, any other aspect of the Program, or any combination thereof; (2) the Authority responding to any inquiries, requests for information, comments, objections, demonstrations, etc. by participants, tax certificate holders, lenders or others relating to the Program's non-ad valorem assessments, the Program's financing agreements, the Program's qualifying improvements, or any other aspect of the Program; and (3) the Authority ensuring and being responsible for compliance with all laws, rules and regulations in the imposition and collection of any non-ad valorem assessments levied upon property owned by participating property owners who have entered into a financing agreement.

6. Nothing herein shall be deemed or construed as a waiver of any sovereign immunity of or any other defense, privilege or immunities as set forth at Sec. 768.28, Florida Statutes or other law, afforded to the City of Winter Park or its officials, officers, attorneys and employees, or to the Authority and its officials, officers, attorneys and employees. Nothing in this Party Membership Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

7. The Authority acknowledges that the City has no authority to bind the County Tax Collector and the County Property Appraiser, and the Authority will be required to enter into separate agreement(s) with the County Tax Collector and/or the County Property Appraiser, which shall establish the fees (if any) to be charged by the Tax Collector and Property Appraiser for the collection or handling of the Program's non-ad valorem assessments. The Authority shall be solely responsible for professionally coordinating all interface with the County Tax Collector and County Property Appraiser, and use its best efforts to minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of this Party Membership Agreement and the Interlocal Agreement. The Authority shall take such actions as are necessary for the lawful levy of the non-ad valorem assessments against all lands and properties specially benefitted by the acquisition, construction and financing of qualifying improvements. The City shall not incur or ever be requested to authorize any obligations secured by non-ad valorem assessments associated with qualifying improvements imposed by the Authority.

8. In no event shall the City of Winter Park be liable for or obligated to pay or perform any debts, liabilities, conditions or obligations arising as a result of any financing agreement, any non-ad valorem assessment, any qualifying improvements, any act or omission of any property owner or its/their agents, or any act or omission of Authority or its officers, directors, employees and agents (including its TPA). City shall have no monetary, appropriation or budgetary obligations under this Party Membership Agreement, the Program, the Interlocal Agreement or any authorizing resolution or ordinance. In no event shall Authority or its members, directors, employees and agents (including its TPA) be empowered or authorized in any manner to create

or issue debt against or for the City, and shall not pledge the full faith and credit of the City. In no event shall the City have any responsibility or obligations arising from or concerning any debts incurred or issued by Authority. Neither the Authority nor any holder of any debt obligation issued by the Authority shall ever have the right to compel the City to exercise either its ad valorem or non-ad valorem taxing power, or taxation in any other form, of property therein to pay any amount due under any financing agreements or any non-ad valorem assessment.

9. This Party Membership Agreement shall remain in full force and effect from the date of its execution by the Authority and the City for a period of ten (10) years thereafter, unless terminated earlier as provided herein. Thereafter, this Party Membership Agreement will be automatically renewed for consecutive one-year periods, unless either party elects not to renew with at least ninety (90) days written notice prior to the end of any renewal term. In addition to the termination provisions under the Interlocal Agreement, the City shall have the right, at any time, to terminate this Party Membership Agreement upon ninety (90) days prior written notice to the Authority. The termination of this Party Membership Agreement shall also constitute a termination of the City's joining the RenewPACE Program or other Program administered by the Authority and termination and release of the City from any and all duties, rights and obligations under the Interlocal Agreement and as a member of the Authority. In the event of termination or non-renewal after the initial ten (10) year term, the City agrees that any project that has been initiated as of the date of termination or non-renewal shall be permitted to be completed.

10. The City of Winter Park designates the following as the respective place for any notices to be given pursuant to the Interlocal Agreement Section 27:

City of Winter Park:	Attn:	Randy Knight City Manager, City of Winter Park 401 Park Avenue South Winter Park, FL 32789
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With a copy to:	A. Kurt Ardaman City Attorney, City of Winter Park Fishback Dominick 1947 Lee Road Winter Park, FL 32789
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11. In the event of any conflict between the Interlocal Agreement and this Party Membership Agreement, this Party Membership Agreement shall control the rights and obligations of the City of Winter Park and the Authority with respect to the City's membership and involvement in the Program.

12. This Party Membership Agreement shall be recorded by the Authority with the Clerk of the Court in the Public Records of Palm Beach County as an amendment to the Interlocal Agreement and recorded in the public records of Orange County, in accordance with Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto subscribe their names to this Interlocal Agreement by their duly authorized officers.

ATTEST:

The Florida Green Finance Authority, a separate legal entity established pursuant to Section 163.01(7), Florida Statutes

By: _____
Secretary of the Authority

By: _____
Chair of the Authority

Approved by Authority Attorney
as to form and legal sufficiency

Authority Attorney

ATTEST:

City of Winter Park, through its
City Commission

City Clerk
Clerk of the City Commission of the
City of Winter Park, Florida

By: _____
Steve Leary, Mayor

____ day of _____, 20____.

{SEAL}

Approved as to form by:
A. Kurt Ardaman
City of Winter Park, City Attorney
Fishback Dominick
1947 Lee Road
Winter Park, FL 32789

By: _____
A. Kurt Ardaman (Date)
City Attorney



city commission public hearing

Item type	Public Hearing	meeting date	April 10, 2017		
prepared by	Parsram Rajaram/Peter Moore	approved by	<input checked="" type="checkbox"/> City Manager		
department	IT & Admin		<input checked="" type="checkbox"/> City Attorney		
division			<input type="checkbox"/> N/A		
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no		<input checked="" type="checkbox"/> N/A	final vote	
vision themes	<input 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

Amendment to City's Wireless and Communications Facilities Ordinance.

motion | recommendation

Approval of the Ordinance as presented.

background

The City has had a wireless ordinance regulating communication towers and facilities for a number of years. Changes in technology, legislative concerns, and interest in micro-cell deployments, necessitate an update to the ordinance. This ordinance revision expands and refines language related to aesthetics, safety, design, location, permitting, and other requirements.

As the use of cellular networks expand, cellular companies are looking for more ways to provide gap-free service to customers. As 5G becomes the new standard over the next few years, cellular companies are focusing more on smaller tower deployments to provide service. The City is already experiencing this as demand for sites on the larger cell towers has declined and interest in permitting smaller local sites has increased. As a City proud of its character and charm, these smaller tower sites can be unappealing as antenna are often just attached to existing poles and large communications facilities boxes are obtrusively placed on the ground. This ordinance attempts to speak to those aesthetic issues within the constraints of the law, so that

visual blight may be reduced. (Examples of typical small cell site facilities are attached.)

Legislation is also pending at the State level that will specifically effect this issue (proposed legislation attached). It significantly reduces home rule authority as it relates to the permitting, approval, placement, and size of facilities that can be located in public rights-of-way. Some restrictions on the local government would include:

- 1) City may not require placement of wireless facilities on any particular type of pole or require that facilities from multiple service providers be co-located on a pole.
- 2) City may not limit the placement of wireless facilities by minimum separation distances or maximum height limitations. (However, cannot be more than 10 feet above the tallest utility pole within 500 feet of proposed site. If no other pole then can be 60 feet in height.)
- 3) Applications must be reviewed within 10 days, and if not approved in 60 days, it will be deemed approved.
- 4) Wireless equipment associated with the facility cannot be more than 28 cubic feet (the size of a refrigerator). Typically, these items are located on the ground or on the pole itself.
- 5) The City will receive \$15 as payment.

Having an updated ordinance in place is a good idea regardless of the legislative outcome. However as legislation can often undergo changes, the city does not want to miss the opportunity to have updated codes in case any exceptions or grandfather clauses are introduced.

alternatives | other considerations

Use the existing codes and wait on legislative outcomes. This opens the city up to risking any changes to the legislation that might favor having existing rules adopted by the city, in place.

fiscal impact

None.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, RELATING TO COMMUNICATIONS FACILITIES; AMENDING CHAPTER 40, ARTICLE IV OF THE CITY CODE OF ORDINANCES TO ADD AND AMEND REGULATIONS GOVERNING COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY, INCLUDING BUT NOT LIMITED TO ADDING AND AMENDING CODE DEFINITIONS, PROVIDING FOR USE AND CONSTRUCTION OF CITY-OWNED STRUCTURES AND REAL PROPERTY FOR SITING OF COMMUNICATIONS FACILITIES, PROVIDING FOR REQUIREMENTS FOR PERMITTING, SAFETY, AESTHETICS, LOCATION, APPEALS, AND CITY AUTHORITY, AND REQUIRING PAYMENT OF CERTAIN FEES BY PASS-THROUGH PROVIDERS FOR USE OF THE RIGHTS-OF-WAY; AMENDING CHAPTER 58, ARTICLE VII OF THE CITY CODE OF ORDINANCES TO ADD AND AMEND REGULATIONS GOVERNING CITY APPROVAL OF COMMUNICATION TOWERS AND ANTENNAS, INCLUDING BUT NOT LIMITED TO ADDING AND AMENDING CODE DEFINITIONS, PROVIDING FOR REQUIREMENTS FOR PERMITTING, SAFETY, AESTHETICS, LOCATION, APPEALS, AND ADMINISTRATIVE APPROVAL OF CERTAIN FACILITY MODIFICATIONS AND ANTENNA CO-LOCATIONS; PROVIDING FOR AUTHORIZATION OF CITY STAFF, CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Code of Ordinances (the “City Code”) currently regulates communication towers, wireless communication facilities, antennas and other communications facilities (collectively “Communications Facilities”) and imposes certain requirements related to aesthetics, safety, design, location, permitting, and other requirements; and

WHEREAS, Chapter 40, Article IV of the City Code generally governs Communications Facilities in the public rights-of-way, and Chapter 58, Article VII of the City Code governs communication towers and antennas; and

WHEREAS, the City desires to update and clarify the City Code provisions governing Communications Facilities in light of new developments in technology and the law and the growing interest of communications service providers to construct Communications Facilities within the City, including within the public rights-of-way; and

WHEREAS, the City recognizes the existence of various federal and state statutes and regulations placing certain limitations upon the authority of local governments to regulate Communications Facilities, which laws include but are not limited to Sections 202.24, 337.401, 364.0361, and 365.172, Florida Statutes; Sections 253 and 332(c)(7) of the Telecommunications Act of 1996;

Section 6409 of the Spectrum Act; and other laws and regulations (collectively the “Telecommunications Laws”); and

WHEREAS, the Telecommunications Laws preserve the authority of local governments to regulate the siting, location, aesthetics, and other matters with respect to Communication Facilities, subject to certain limitations, and the Telecommunications Laws largely do not restrict the actions of a local government when acting in its proprietary capacity or its capacity as a utility provider; and

WHEREAS, the City finds that this Ordinance is in compliance with all relevant provisions of the Telecommunications Laws, and that this Ordinance should be interpreted in a way consistent with the Telecommunications laws; and

WHEREAS, the City finds that this Ordinance and the amendments to the City Code provided for herein will help to foster the deployment of communications facilities within the City and the benefits flowing therefrom while protecting the public health, safety, and welfare, preserving the aesthetic character of the City, and ensuring the safe, efficient, and responsible use of the public rights-of-way.

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

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. Amendment of Section 40-83. Chapter 40, Article IV, Section 40-83 of the City Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 40-83. – Definitions.

For purposes of this article, the following terms, phrases, words and their derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory, and "may" is permissive. Words and phrases not otherwise defined in this article shall be interpreted in accordance with applicable definitions under chapter 58, article VII of this code of ordinances and state and federal laws governing communications facilities, and shall otherwise be construed to mean the common and ordinary meaning.

Abandonment shall mean the permanent cessation of all uses of a communications facility; provided that this term shall not include cessation of all use of a facility within a physical structure where the physical structure continues to be used. By way of example, and not limitation, cessation of all use of a cable within a conduit, where the conduit continues to be used, shall not be "abandonment" of a facility in public rights-of-way.

Antenna shall mean any transmitting or receiving device mounted on, within, or incorporated into a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), light, wireless telecommunications signals or other communication signals. For the purposes of this article, the term "antenna" does not include any device designed for over-the-air reception of radio or television broadcast signals, or multi-channel multi-point distribution service.

City shall mean the City of Winter Park, Florida. Where appropriate, city may refer to the city commission or the relevant city officer or board considering an application under this article.

City-owned real property shall mean real property to which the City holds title or a leasehold interest, but does not include the public rights-of-way.

City-owned facility or city-owned structure shall mean any facility, structure or infrastructure to which the City holds title or a leasehold interest, including but not limited to communications facilities, utility poles, towers, buildings, and communications infrastructure, regardless of whether located within or outside the public rights-of-way.

Communications facility(ies) or facility(ies) or system(s) shall mean any permanent or temporary physical plant, equipment and property, including but not limited to cables, wires, conduits, ducts, fiber optics, poles, antennae, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, appurtenances, and other equipment or pathway placed or maintained or to be placed or maintained in the public rights-of-way of the city and used or capable of being used to transmit, convey, route, receive, distribute, provide or offer communications services.

Communications services shall mean the transmission, conveyance or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. Notwithstanding the foregoing, for purposes of this article, "cable service", as defined in F.S. § 202.11(2), as it may be amended, is not included in the definition of "communications services," and cable service providers may be subject to other ordinances of the city.

Communications services provider shall mean any person, including a municipality or county, providing communications services through the placement or maintenance of a communications facility in public rights-of-way. "Communications services provider" shall also include any person, including a municipality or county, that places or maintains a communications facility in public rights-of-way but does not provide communications services.

FCC shall mean the Federal Communications Commission.

Communications tower or tower shall mean a building mounted or ground mounted tower, pole-type, lattice or other structure that has the sole or primary purpose of supporting communication (transmission and/or receiving) equipment for telephone, radio, television, microwave, cellular and/or similar other communication purposes. Towers may include self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. The term includes the structure and any support thereto.

Concealed shall mean a tower, ancillary structure, equipment compound, or communications facility or area (collectively "physical improvements") that is not readily identifiable as such, and is designed to be aesthetically compatible with existing and proposed building(s) and uses on and adjacent to the proposed location of such physical improvements.

Co-location shall mean the placement on or within an existing structure of a second or subsequent antenna. The term includes the ground, platform, or roof installation of equipment enclosures, cabinets, or buildings, and cables, brackets, and other equipment associated with the placement, location or operation of the second or subsequent antenna.

In public rights-of-way or in the public rights-of-way shall mean in, on, over, under or across the public rights-of-way.

Ordinance shall mean this ordinance.

Pass-through provider shall mean any person who, upon registering with the city, places or maintains a communications facility in the city's rights-of-way and that does not remit communications service taxes as imposed by the city pursuant to F.S. ch. 202.

Person shall include any individual, children, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, organization or legal entity of any kind, successor, assignee, transferee, personal representative, and all other groups or combinations, and shall include the city to the extent the city acts as a communications services provider.

Place or maintain or placement or maintenance or placing or maintaining shall mean to erect, construct, install, maintain, place, repair, extend, expand, remove, occupy, locate or relocate. A communications services provider that owns or exercises physical control over communications facilities in public rights-of-way, such as the physical control to maintain and repair, is "placing or maintaining" the facilities. A person providing service only through resale or only through use of a third party's unbundled network elements is not "placing or maintaining" the communications facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the public rights-of-way does not constitute "placing or maintaining" facilities in the public rights-of-way.

Public rights-of-way shall mean a public right-of-way, public utility easement, highway, street, bridge, tunnel or alley for which the city is the authority that has jurisdiction and control and may lawfully grant access to pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface. "public rights-of-way" shall not include private property. "Public Rights-of-way" shall not include any real or personal city property except as described above and shall not include city buildings, fixtures, poles, conduits, facilities or other structures or improvements, regardless of whether they are situated in the public rights-of-way.

Registrant shall mean a communications services provider that has Registered with the city in accordance with the provisions of this article.

Registration or *register* shall mean the process described in this article whereby a communications services provider provides certain information to the city.

Stealth design shall mean a method of camouflaging any tower, antenna or other ancillary supporting communications facility, including, but not limited to, supporting electrical, optical, or mechanical, or other equipment, which is enhances compatibility with adjacent land uses and which is visually and aurally unobtrusive. Stealth design may include a repurposed structure.

Utility pole shall mean any pole or structure utilized for electric, telephone, cable television, street lights, or other lighting, and other utilities.

Wireless communications facility shall mean any equipment or facility used for the transmission of wireless communications. This term includes but is not limited to wireless support structures, antennas, cabling, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and including Distributed Antenna System ("DAS") and small cell networks.

SECTION 3. Amendment of Section 40-85. Chapter 40, Article IV, Section 40-85 of the City Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 40-85. - ~~Notice of transfer, sale or assignment of assets in public rights of way.~~ City-owned structures, facilities, and real property.

~~If a registrant transfers, sells or assigns its assets located in public rights of way incident to a transfer, sale or assignment of the registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this article. Written notice of any such transfer, sale or assignment shall be provided by such registrant to the city within 20 days after the effective date of the transfer, sale or assignment. If the transferee, buyer or assignee is a current registrant, then the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant, then the transferee, buyer or assignee shall register as provided in section 40-84 above, within 60 days of the transfer, sale or assignment. If permit~~

~~applications are pending in the registrant's name, the transferee, buyer or assignee shall notify the public works department that the transferee, buyer or assignee is the new applicant.~~

(a) The city may construct or designate existing city-owned structures, facilities, and real property, within or outside the public rights-of-way, including any accompanying equipment or communications facilities necessary to provide communications services via such structures, facilities, or real property, for the purpose of housing privately or publicly-owned antennas and other communications facilities, or to provide communications services to, or support the provision of communications services by, providers of communications services within the city. The city may allow the placement of an antenna or other communications facility upon a city-owned structure or real property, or otherwise allow the use of city-owned facilities, upon such terms as the city may deem acceptable, in writing, and subject to such rental, use, utility, license, or other fees as may be consistent with the law and established by the city commission via resolution or by the city manager.

(b) In the interests of facilitating the safe, efficient, and aesthetically desirable use of the public rights-of-way, and to otherwise avoid the negative effects upon the public welfare of, and address safety concerns relating to, proliferation of structures within the rights-of-way, the city may require an applicant who wishes to install, construct, place, or maintain an antenna or other communications facility in the public rights-of-way, to place or co-locate such antenna or communications facility upon or within a city-owned structure where feasible, except where the applicant can demonstrate, in writing, to the satisfaction of the reviewing city board or officer, that such requirement (i) would be inconsistent with state or federal law, or (ii) would otherwise be inappropriate or inconsistent with the public welfare. Such antenna or communications facility shall meet the requirements of this article.

(c) The city reserves and does not waive any right that the city may have in its capacity as a property owner or utility provider with respect to city-owned structures, facilities, and real property, and may exercise control over such to the extent not prohibited by law. When the city allows the placement of communications facilities upon, or the use of, city-owned structures, facilities, and real property, the city shall be deemed to be acting within its proprietary capacity or capacity as a utility provider, as appropriate and otherwise consistent with the law. The provisions of this article shall not limit the city's discretion with respect to the use, installation, construction, placement, or maintenance of city-owned structures, facilities, and real property.

SECTION 4. Amendment of Section 40-86. Chapter 40, Article IV, Section 40-86 of the City Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 40-86. - Placement or maintenance of a communication facility in public rights-of-way.

(a) A registrant shall at all times comply with and abide by all applicable provisions of the state and federal law and city ordinances, codes and regulations in placing or maintaining a communication facility in public rights-of-way.

(b) A registrant shall not commence to place or maintain a communication facility in public rights-of-way until all applicable permits, if any, have been issued by the city or other appropriate authority, except in the case of an emergency. The term "emergency" shall mean a condition that affects the public's health, safety or welfare, which includes an unplanned out-of-service condition of a pre-existing service. Registrant shall provide prompt notice to the city of the placement or maintenance of a communication facility in public rights-of-way in the event of an emergency, and shall be required to obtain an after-the-fact permit if a permit would have originally been required to perform the work undertaken in public rights-of-way in connection with the emergency. Registrant acknowledges that as a condition of granting such permits, the city may impose reasonable rules or regulations governing the placement or maintenance of a communication facility in public rights-of-way. Permits shall apply only to the areas of public rights-of-way specifically identified in the permit.

(c) Application. Except as otherwise provided, a permit shall not be granted under this article except upon approval of the city commission after a public hearing. As part of any permit application to place a new or replace an existing communication facility in public rights-of-way, the registrant shall provide the following:

- (1) The location of the proposed facilities, including a description of the facilities to be installed, where the facilities are to be located, and the approximate size of facilities that will be located in public rights-of-way;
- (2) A description of the manner in which the facility will be installed (i.e. anticipated construction methods or techniques);
- (3) A maintenance of traffic plan for any disruption of the public rights-of-way;
- (4) Information on the ability of the public rights-of-way to accommodate the proposed facility, if available (such information shall be provided without certification as to correctness, to the extent obtained from other persons);
- (5) If appropriate given the facility proposed, an estimate of the cost of restoration to the public rights-of-way;
- (6) The timetable for construction of the project or each phase thereof, and the areas of the city which will be affected; and
- (7) Such additional information as the city finds reasonably necessary with respect to the placement or maintenance of the communications facility that is the subject of the permit application to review such permit application.

~~(d) To the extent not otherwise prohibited by state or federal law, the city shall have the power to prohibit or limit the placement of new or additional communications facilities within all or a particular area of the public rights-of-way.~~ Factors considered in granting permit. In addition to any applicable requirements or standards imposed by this code of ordinances, the city commission shall consider the following factors in determining whether to issue a permit to a registrant to place or maintain a communications facility within the public rights-of-way:

(1) Height and dimensions of the proposed communications facility;

(2) Proximity of the communications facility to residential structures and residential district boundaries;

(3) Nature of uses on adjacent and nearby properties;

(4) Surrounding topography;

(5) Surrounding tree coverage and foliage;

(6) Design of the communications facility, with particular reference to design characteristics that have the effect of concealing, reducing, or eliminating visual obtrusiveness;

(7) Proposed ingress and egress (where applicable);

(8) Availability of suitable existing structures or alternative technologies not requiring the installation of the communications facility as proposed;

(9) Proximity to other structures within the rights-of-way;

(10) Proximity to and/or interference with other private or public uses within or outside the rights-of-way, including but not limited to utilities, easements, traffic control devices, and other uses; and

(11) Suitability of the right-of-way or the proposed section of the right-of-way for the proposed communications facility with reference to safety, engineering, and/or aesthetic concerns.

(e) Non-interference; encouraged technology; additional regulations. All communications facilities shall be placed or maintained so as not to unreasonably interfere with the use of the public rights-of-way by the public and with the rights and convenience of property owners who adjoin any of the public rights-of-way. The use of trenchless technology (i.e., directional bore method) for the installation of facilities in the public rights-of-way as well as joint trenching or the co-location of facilities in existing conduit is strongly encouraged, and should be employed

wherever feasible. The city manager may promulgate additional reasonable rules and regulations concerning the placement or maintenance of a communication facility in public rights-of-way consistent with this article and other applicable law.

~~(f) All safety practices required by applicable law or accepted industry practices and standards shall be used during the placement or maintenance of communications facilities.~~ Wireless communications facilities. A wireless communications facility may not be placed in the public rights-of-way unless it meets the following requirements:

(1) The aesthetic requirements and provisions under Section 58-424 of this code of ordinances governing antennas and towers shall apply to antennas and wireless communications facilities located within the rights-of-way, and other types of communications facilities, where applicable.

(2) Wireless communications facilities must be concealed and utilize stealth design, as defined by section 40-83 of this article. Such stealth design and concealment shall eliminate the need to locate any ground or elevated equipment (other than antennas) on the exterior of a pole, tower, or other structure. The city manager or the city commission by resolution may adopt standards for the types or style of concealment and stealth design that are required within the city or parts thereof in order to preserve and promote the unique aesthetic character of the city.

(3) Each application for a permit to place a wireless communications facility in the right-of-way shall include:

a. Photographs clearly showing the nature and location of the site where each wireless communications facility is proposed to be located,

b. Photographs showing the location and condition of properties adjacent to the site of each proposed wireless communications facility, and

c. A description of the stealth design techniques proposed to minimize the visual impact of the wireless communications facility and shall include graphic depictions accurately representing the visual impact of the wireless communications facilities when viewed from the street and from adjacent properties.

(3) Any application or proposal to locate equipment at ground level on or adjacent to a pole or tower and any application or proposal to locate elevated equipment (other than antennas) on or adjacent to the exterior of a tower or pole that asserts that such cannot be accomplished in accordance with the concealment and stealth design requirements of this article may request an exemption to such requirements, and such application or proposal shall include Florida professional engineering certified documentation demonstrating to the satisfaction of the city engineer that the proposed equipment cannot employ stealth design and cannot be concealed as required by this article, and that the proposed equipment, and

location and configuration of such, constitute the minimum equipment necessary and are the least obtrusive as is possible to achieve needed function. In order to avoid the clustering of multiple items of approved ground equipment or elevated equipment in a single area, only one equipment box may be located in any single location. Where a registrant demonstrates that stealth design and concealment cannot be employed under this subsection, the individual approved exterior equipment boxes or containment devices shall not exceed 12 cubic feet in volume and the configuration and dimensions of such shall be the least visually obtrusive as possible. The use of foliage and vegetation or other concealment method around any approved equipment may be required by the city based on conditions of the specific area where the equipment is to be located.

(4) Antennas placed upon structures within the rights-of-way must meet the following additional requirements if stealth design, concealment, and this article's requirements regarding such cannot be met.

a. Top mounted antennas and their enclosures must not extend the diameter of the supporting structure at the level of antenna attachment; and

b. Side-mounted antennas and their enclosures must not extend more than one foot beyond the exterior dimensions of the supporting structure at the level of antenna attachment. Under no circumstances shall antennas be mounted less than twelve feet above ground level.

(5) Wireless communications facilities shall be located at least ten (10) feet from a driveway, at least ten (10) feet from the edge of existing trees twelve (12) inches or greater in diameter, at least twenty-five (25) feet from a traffic signal pole unless mounted upon such traffic signal pole, and at least fifteen (15) feet from any pedestrian ramp. The city may require greater setbacks from these and other fixtures in the right-of-way to ensure proper sight lines for public safety purposes and in other cases as deemed necessary to advance the purposes of this article.

(6) If the right-of-way abuts a residential zoning district, wireless communication facilities must be located where the shared property line between two residential parcels intersects the right-of-way, where feasible.

(7) If the right-of-way abuts a nonresidential district, wireless communications facilities must be located between tenant spaces or adjoining properties where their shared property lines intersect the right-of-way, where feasible.

(8) The size and height of new wireless communications facilities in the rights-of-way shall be no greater than the maximum size and height of any other utility or light poles located in the same portion of the right-of-way within the city; provided however, that registrants proposing wireless communications facilities with antennas to be located on existing poles or other structures may increase the height of the existing pole or other structure up to six

feet, if necessary, to avoid adversely affecting existing pole attachments; and provided further that the overall height above ground of any wireless communications facility shall not exceed 40 feet or exceed the existing height of other utility or light poles located in the same portion of the right-of-way, whichever height is greater.

(9) New or replacement poles that support wireless communications facilities shall match the style, design, and color of the poles in the surrounding area.

(10) The city, in consultation with the city engineer where appropriate, may waive or reduce the requirements of this subsection where doing so serves the intent or purposes of this article.

~~(g) After the completion of any placement or maintenance of a communication facility in public rights of way or each phase thereof, a registrant shall, at its own expense, restore the public rights of way to its original condition before such work. If the registrant fails to make such restoration within 30 days, or such longer period of time as may be reasonably required under the circumstances, following the completion of such placement or maintenance, the city may perform restoration and charge the costs of the restoration against the registrant in accordance with F.S. § 337.402, as it may be amended. For 12 months following the original completion of the work, the registrant shall guarantee its restoration work and shall correct any restoration work that does not satisfy the requirements of this article at its own expense.~~ *New structures; availability of alternatives.* No new pole, pole-type structure, or other free-standing structure shall be allowed in the rights-of-way unless the applicant demonstrates to the reasonable satisfaction of the city commission that no existing structure or alternative technology that does not require the placement of a new structure in a right-of-way can accommodate the applicant's proposed antenna or other communications facility. Such a demonstration by the applicant shall not give rise to a right to locate the proposed facility within the rights-of-way or in any way guarantee city approval of such. An applicant shall submit information requested by the city commission related to the availability of suitable existing structures or alternative technology. Evidence submitted to demonstrate that no existing structure or alternative technology can accommodate the applicant's proposed communications facility may consist of but is not limited to the following:

(1) No existing structures are located within the geographic area which meet applicant's engineering requirements.

(2) Existing structures are not of sufficient height to meet applicant's engineering requirements.

(3) Existing structures do not have sufficient structural strength to support applicant's proposed antenna or other communications facility and related equipment.

- (3) The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing structures, or the antenna on the existing structures would cause interference with the applicant's proposed antenna.
- (4) The fees, costs, or contractual provisions required by the owner in order to share an existing structure or to adapt an existing structure for sharing are unreasonable.
- (5) The applicant demonstrates that there are other limiting factors that render existing structures unsuitable.
- (6) The applicant demonstrates that an alternative technology that does not require the use of new structures, such as cable microcell network using multiple low-powered transmitters/receivers attached to wireline system, is unsuitable. Costs of alternative technology that exceed new structure or antenna development shall not be presumed to render the technology unsuitable.
- ~~(h) Removal or relocation at the direction of the city of a registrant's communications facility in public rights of way shall be governed by the provisions of F.S. §§ 337.403 and 337.404, as they may be amended.~~ *Waivers and exemptions.* The city commission may waive or reduce the burden of any requirement of this section where doing so serves the intent or purposes of this article. City-owned structures and facilities are exempt from the requirements of this section, except that this section shall govern the placement or maintenance of a privately owned communications facility upon a city-owned structure.
- (i) *Limitations; no property right.* A permit from the city constitutes authorization to undertake only certain activities in public rights-of-way in accordance with this article, and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the public rights-of-way.
- (j) *Construction; maintenance; safety; inspection; and restoration.*
- (1) A registrant shall maintain its communication facility in public rights-of-way in a manner consistent with accepted industry practice and applicable law.
- (2) All safety practices required by applicable law or accepted industry practices and standards shall be used during the placement or maintenance of communications facilities.
- (3) After the completion of any placement or maintenance of a communication facility in public rights-of-way or each phase thereof, a registrant shall, at its own expense, restore the public rights-of-way to its original condition before such work. If the registrant fails to make such restoration within 30 days, or such longer period of time as may be reasonably required under the circumstances, following the completion of such placement or maintenance, the city may perform restoration and charge the costs of the restoration against the registrant in accordance with F.S. § 337.402, as it may be amended. For 12

months following the original completion of the work, the registrant shall guarantee its restoration work and shall correct any restoration work that does not satisfy the requirements of this article at its own expense.

(4) In connection with excavation in the public rights-of-way, a registrant shall, where applicable, comply with the Underground Facility Damage Prevention and Safety Act set forth in F.S. ch. 556, as it may be amended.

(5) Registrant shall use and exercise due caution, care and skill in performing work in the public rights-of-way and shall take all reasonable steps to safeguard work site areas.

(6) A registrant shall not place or maintain its communications facilities so as to interfere with, displace, damage or destroy any facilities, including but not limited to, sewers, gas or water mains, storm drains, pipes, cables or conduits of the city or any other person's facilities lawfully occupying the public rights-of-way of the city.

(7) The city shall have the right to make such inspections of communications facilities placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this article.

~~(k) In connection with excavation in the public rights of way, a registrant shall, where applicable, comply with the Underground Facility Damage Prevention and Safety Act set forth in F.S. ch. 556, as it may be amended.~~ Modifications; antenna co-locations; removal and relocation.

(1) An application to modify a tower or base station that does not involve substantial change to the physical dimensions of such tower or base station, as provided in subsection 58-426(b)(1)a. of this code of ordinances, shall be governed by such subsection 58-426(b)(1)a. An application to co-locate an additional antenna(s) upon a tower or other structure involving minimal changes in physical dimensions, all as described in subsection 58-426(b)(1)b. of this city code, shall be governed by such subsection 58-426(b)(1)b. An application to modify any communications facility or co-locate an antenna upon any structure within the rights-of-way not falling within subsections 58-426(b)(1)a. or 58-426(b)(1)b. shall be treated as an application for a new communications facility under this article, as appropriate. This subsection (k)(1) shall not govern applications to modify or co-locate antennas upon any structure or facility owned by the City.

(2) The grant of a permit under this article shall not limit the authority and discretion of the city to regulate and control the public rights-of-way, and the City may at any time require the removal or relocation of a communications facility within the rights-of-way in the interests of the public welfare, health, or safety.

(3) Removal or relocation at the direction of the city of a registrant's communications facility in public rights-of-way shall be governed by applicable requirements of F.S. §§

337.403 and 337.404, as they may be amended, in addition to any other applicable city regulations or provisions of law. Unless otherwise provided by law, this city code, or agreement, a registrant shall bear all costs of any removal or relocation of its facilities.

(l) Registrant shall use and exercise due caution, care and skill in performing work in the public rights-of-way and shall take all reasonable steps to safeguard work site areas. Plans required. A permit application to place a new or replace an existing communication facility in public rights-of-way shall include plans showing the location of the proposed installation of facilities in the public rights-of-way. If the plans so provided require revision based upon actual installation, the registrant shall promptly provide revised plans. The plans shall be in a hard copy format or an electronic format specified by the city, provided such electronic format is maintained by the registrant. Such plans in a format maintained by the registrant shall be provided at no cost to the city.

(m) Coordination of work; work schedule. Upon request of the city, and as notified by the city of the other work, construction, installation or repairs referenced below, a registrant may be required to coordinate placement or maintenance activities under a permit with any other work, construction, installation or repairs that may be occurring or scheduled to occur within a reasonable time frame in the subject public rights-of-way, and registrant may be required to reasonably alter its placement or maintenance schedule as necessary so as to minimize disruptions and disturbance in the public rights-of-way.

(n) A registrant shall not place or maintain its communications facilities so as to interfere with, displace, damage or destroy any facilities, including but not limited to, sewers, gas or water mains, storm drains, pipes, cables or conduits of the city or any other person's facilities lawfully occupying the public rights-of-way of the city. Completeness review; time limitation. The city shall grant or deny a properly completed application for communications facilities in the public right-of-way within ninety (90) days or, as required by federal and state law, after the date the application is determined to be properly completed. An application is deemed submitted or resubmitted on the date the application is received by the city. The city shall notify the applicant within twenty (20) days after the date the application is initially submitted or additional information resubmitted, whether the application is properly completed in compliance with the city's requirements. If the application is not completed in compliance with the city's requirements, the city shall so notify the applicant in writing indicating with specificity any deficiencies which, if cured, make the application properly completed. Upon resubmission of information to cure the stated deficiencies, the city shall notify the applicant, in writing, no later than twenty (20) days after the additional information is submitted, of any remaining deficiencies that must be cured. If a specified deficiency is not properly cured when the applicant resubmits its application to comply with the notice of deficiencies, the city may continue to request the information until such time as the specified deficiency is cured, or may establish a reasonable time frame within which the required information to cure the application deficiency is to be provided. If the curative information is not provided within such time frame, the application will be considered withdrawn or closed.

(o) No warranties; vacation of rights-of-way. The city makes no warranties or representations regarding the fitness, suitability, or availability of the city's public rights-of-way, city-owned structures, and city-owned real property for the registrant's communications facilities and any performance of work, costs incurred or services provided by registrant shall be at registrant's sole risk. Nothing in this article shall affect the city's authority to add, vacate or abandon public rights-of-way, and the city makes no warranties or representations regarding the availability of any added, vacated or abandoned public rights-of-way for communications facilities.

(p) ~~The city shall have the right to make such inspections of communications facilities placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this article.~~ Alteration of rights-of-way; other work and facilities in rights-of-way.

(1) The city reserves the right to place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other types of facilities, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the city in public rights-of-way occupied by the registrant. The city further reserves without limitation the right to alter, change, or cause to be changed, the grading, installation, relocation, or width of the public rights-of-way within the limits of the city and within said limits as same may from time to time be altered.

(2) A registrant shall, on the request of any person holding a permit issued by the city, temporarily raise or lower its communications facilities to permit the work authorized by the permit. The expense of such temporary raising or lowering of facilities shall be paid by the person requesting the same, and the registrant shall have the authority to require such payment in advance. The registrant shall be given not less than 30 days advance written notice to arrange for such temporary relocation.

~~(q) A permit application to place a new or replace an existing communication facility in public rights of way shall include plans showing the location of the proposed installation of facilities in the public rights of way. If the plans so provided require revision based upon actual installation, the registrant shall promptly provide revised plans. The plans shall be in a hard copy format or an electronic format specified by the city, provided such electronic format is maintained by the registrant. Such plans in a format maintained by the registrant shall be provided at no cost to the city.~~ Additional authority; permit conditions. To the extent not otherwise prohibited by state or federal law, the city shall have the power to prohibit or limit the placement of new or additional communications facilities within all or parts of the public rights-of-way. The city may impose reasonable conditions upon the grant of a permit, in addition to the specific requirements of this code, as deemed appropriate to advance the intent or purposes of this article.

~~(r) The city reserves the right to place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other types of facilities, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or~~

~~improvement that may be deemed necessary or proper by the city in public rights of way occupied by the registrant. The city further reserves without limitation the right to alter, change, or cause to be changed, the grading, installation, relocation, or width of the public rights of way within the limits of the city and within said limits as same may from time to time be altered.~~

~~(s) A registrant shall, on the request of any person holding a permit issued by the city, temporarily raise or lower its communications facilities to permit the work authorized by the permit. The expense of such temporary raising or lowering of facilities shall be paid by the person requesting the same, and the registrant shall have the authority to require such payment in advance. The registrant shall be given not less than 30 days advance written notice to arrange for such temporary relocation.~~

SECTION 5. Amendment of Section 40-88. Chapter 40, Article IV, Section 40-88 of the City Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 40-88. - Appeals.

(a) Final, written decisions under this article by ~~of~~ the city manager or his or her designee, or the applicable city board, ~~suspending or denying a permit, denying an application for a registration or denying an application for renewal of a registration~~ are subject to appeal. An appeal must be filed with the city manager within 30 days of the date of the final, written decision to be appealed. Any appeal not timely filed as set forth above shall be waived. The city commission shall hear or appoint a hearing officer to consider the appeal. The hearing shall occur within 30 days of the receipt of the appeal, unless waived by the registrant, and a written decision shall be rendered within 20 days of the hearing. Upon correction of the grounds that gave rise to a suspension or denial, the suspension or denial shall be lifted. There shall be no right to an appeal from any decision of the city commission under this article, or any decision of a hearing officer appointed by the city commission to hear an appeal under this section, except as may be provided by law.

SECTION 6. New Section 40-99. Chapter 40, Article IV of the City Code of Ordinances is hereby amended to create a new Section 40-99, as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 40-99. – Pass-through provider fees and charges.

(a) Pass-through providers shall pay to the city on an annual basis an amount equal to five hundred dollars (\$500.00) per linear mile or portion thereof of communications facilities placed and/or maintained in the city's rights-of-way. For purposes of this section, the city's rights-of-way do not include rights-of-way that extend in or through the city but are state, county or another authority's roads or rights-of-way.

(b) The amounts charged pursuant to this section shall be based on the linear miles of rights-of-way where a wireless communications facility is placed, not based on a summation of the lengths of individual cables, conduits, strands or fibers. Multiple cables, conduits, strands, or fibers located within the same conduit shall be considered one communications facility for purposes of this subsection.

(c) Any annual amount charged shall be reduced for a prorated portion of any twelve-month period during which the pass-through provider remits taxes imposed by the city pursuant to F.S. ch. 202.

(d) Annual payments shall be due and payable on April 1 of each year. Fees not paid within ten (10) days after the due date shall bear interest at the rate of one (1) percent per month from the date due until paid. The acceptance of any payment required hereunder by the city shall not be construed as an acknowledgement that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release of any claim which the city may have for additional sums due and payable. All fee payments shall be subject to audit by the city, and assessment or refund if any payment is found to be in error. If such audit results in an assessment by and an additional payment to the city, such additional payment shall be subject to interest at the rate of one (1) percent per month until the date payment is made.

(e) If the payments required by this section are not made within ninety (90) days after the due date, the city may withhold the issuance of any permits to the registrant until the amount past due is paid in full.

SECTION 7. New Section 40-100. Chapter 40, Article IV of the City Code of Ordinances is hereby amended to create a new Section 40-100, as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 40-100. - Notice of transfer, sale or assignment of assets in public rights-of-way.

If a registrant transfers, sells or assigns its assets located in public rights-of-way incident to a transfer, sale or assignment of the registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this article. Written notice of any such transfer, sale or assignment shall be provided by such registrant to the city within 20 days after the effective date of the transfer, sale or assignment. If the transferee, buyer or assignee is a current registrant, then the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant, then the transferee, buyer or assignee shall register as provided in section 40-84 above, within 60 days of the transfer, sale or assignment. If permit applications are pending in the registrant's name, the transferee, buyer or assignee shall notify the public works department that the transferee, buyer or assignee is the new applicant.

SECTION 8. Amendment of Section 58-422. Chapter 58, Article VII, Section 58-422 of the City Code of Ordinances is hereby amended as follows: (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 58-422. - Definitions.

As used in this article, the following terms shall have the meanings set forth below:

Alternative tower structure means manmade trees, clock towers, bell steeples, light poles and similar alternative-design mounting structures that camouflage or conceal the presence of antennas and towers.

Antenna means any ~~exterior~~ transmitting or receiving device mounted on, within, or incorporated into a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), light, wireless telecommunications signals or other communication signals. For the purposes of this article, the term "antenna" does not include any device designed for over-the-air reception of radio or television broadcast signals, or multi-channel multi-point distribution service.

Backhaul network means the lines that connect a provider's towers/cell sites to one or more cellular telephone switching offices, and/or long distance providers, or the public switched telephone network.

Co-location means the ~~ability and right of two or more different service providers (carriers) to place antennas on one tower~~ placement on or within an existing structure of a second or subsequent antenna. The term includes the ground, platform, or roof installation of equipment enclosures, cabinets, or buildings, and cables, brackets, and other equipment associated with the placement, location or operation of the second or subsequent antenna.

Concealed means a tower, ancillary structure, equipment compound, or communications facility or area (collectively "physical improvements") that is not readily identifiable as such, and is designed to be aesthetically compatible with existing and proposed building(s) and uses on and adjacent to the proposed location of such physical improvements.

FAA means the Federal Aviation Administration.

FCC means the Federal Communications Commission.

Height means, when referring to a tower or other structure, the distance measured from the existing natural grade of the parcel to the highest point on the tower or other structure, including the base pad and any antenna.

~~*Co-location lease* means a document in recordable form which shall indicate that one or more other service providers have entered into an agreement and/or lease with the communication tower owner and that more than one service provider is entitled to locate communication antennas on the tower.~~

Preexisting towers and preexisting antennas means any tower or antennas existing as of the effective date of the ordinance from which this article derives, or a tower or antenna for which an active building permit has been properly issued prior to the effective date of the ordinance from which this article derives.

Service provider means any individual or entity which locates an antenna on a tower.

Tower means a building mounted or ground mounted tower, pole-type, lattice, or other structure ~~which~~ that has the sole or primary purpose of supporting communication (transmission and/or receiving) equipment for telephone, radio, television, microwave, cellular and/or similar other communication purposes. Towers may include self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. The term includes the structure and any support thereto.

SECTION 9. Amendment of Section 58-423. Chapter 58, Article VII, Section 58-423 of the City Code of Ordinances is hereby amended as follows: (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 58-423. - Applicability.

(a) *New towers and antennas.* All new towers or antennas in the city shall be subject to these regulations, except as provided in subsections (b) through ~~(e)~~, inclusive, below.

(b) *Amateur radio station operators/receive-only antennas.* This article shall not govern any tower, or the installation of any antenna, that is under 70 feet in height and is owned and operated by a federally-licensed amateur radio station operator. Such towers shall be subject to all otherwise applicable zoning regulations.

(c) *Preexisting towers or antennas.* Preexisting towers and preexisting antennas shall not be required to meet the requirements of this article, other than the requirements of subsections 58-424(f) and 58-424(g)(9) and (11).

(d) *AM array.* For purposes of implementing this article, an AM array, consisting of one or more tower units and supporting ground system which functions as one AM broadcasting antenna, shall be considered one tower. Measurements for setbacks and separation distances shall be measured from the outer perimeter of the towers included in the AM array.

(e) City property, structures, and public rights-of-way. This article shall not govern any tower, antenna, communications facility, or other structure that is owned by the city, and the city retains all rights as a property owner to authorize or deny the placement of an antenna, a tower, or other communications facility upon property or a structure owned by the city upon terms agreeable to the city and in writing. Applications to install or maintain an antenna, tower, or

other communications facility within the public rights-of-way are governed by chapter 40, article IV of this code of ordinances and shall not be subject to this article except as otherwise provided.

SECTION 10. Amendment of Section 58-424. Chapter 58, Article VII, Section 58-424 of the City Code of Ordinances is hereby amended as follows: (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 58-424. – General requirements.

(a) *Principal or accessory use.* Antennas and towers may be considered either principal or accessory uses. A different existing use of an existing structure on the same lot shall not preclude the installation of an antenna or tower on such lot.

(b) *Lot size.* For purposes of determining whether the installation of a tower or antenna complies with district development regulations, including but not limited to, setback requirements, lot-coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antenna or tower may be located on leased parcels within such lot.

(c) *Inventory of existing sites.* Each applicant for an antenna and/or tower shall provide to the city an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the city or within one mile of the border thereof, including specific information about the location, height and design of each tower. The city building official may share such information with other applicants applying for administrative approvals or conditional use permits under this article or other organizations seeking to locate antennas within the jurisdiction of the city, provided, however, that the city building official is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

(d) *Aesthetics.* Towers and antennas shall meet the following requirements:

(1) Towers not requiring FAA painting/markings shall have either a galvanized finish or painted a noncontrasting blue, gray, or black finish.

(2) At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening and landscaping that will blend them into the natural setting and surrounding buildings.

(3) If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

(4) Alternative tower structures and towers and antennas that are otherwise concealed are preferred, and the City may require that a proposed tower or antenna be in the form of an alternative tower structure or otherwise concealed where appropriate to preserve the aesthetic character of the surrounding area.

(e) *Lighting.* Towers shall not be artificially lighted, except to assure human safety or as required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views. At the time of construction of the tower in cases where there are residential uses located within a distance which is 300 percent of the height of the tower from the tower, dual mode lighting shall be requested from the FAA.

(f) *State or federal requirements.* All towers must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this article shall bring such towers and antennas into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.

(g) *Building codes; safety standard.* To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes. If, upon inspection, the city concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have 30 days (or such shorter time as may be reasonably required by the city in an emergency situation) to bring such tower into compliance with such standards. Failure to bring such tower into compliance within the required time period shall constitute grounds for the removal of the tower or antenna at the owner's expense. Further, any improvements and/or additions (i.e., antenna, satellite dishes, etc.) to existing towers shall require submission of site plans sealed and verified by a professional engineer which demonstrate compliance with the applicable standards in effect at the time of such improvement or addition. Such plans shall be submitted to and reviewed and approved by the city building official at the time building permits are requested.

(h) *Measurement.* For purposes of measurement, tower setbacks as listed in subsection 58-427(c)(4) and separation distances as listed in subsection 58-427(c)(5) shall be calculated and applied to facilities located in the city irrespective of municipal and county jurisdictional boundaries.

(i) *Not essential services.* Towers and antennas shall be regulated and permitted pursuant to this article and shall not be regulated or permitted as essential services, public utilities, or private utilities.

(j) *Franchises.* Owners and/or operators of towers or antennas shall certify that all franchises, licenses, and approvals required by law for the construction and/or operation of a wireless communication system in the city have been obtained and shall file a copy of all required franchises, licenses and approvals with the city building official.

(k) *Public notice.* For purposes of this article, any conditional use request or appeal of an administratively-approved use or conditional use shall require public notice to all abutting property owners and all property owners of properties that are located within 500 feet of the perimeter of the parent parcel upon which the proposed tower is located in addition to any notice otherwise required by law.

(l) *Signs.* No signs, other than those required by law or those necessary to insure public safety, shall be allowed on an antenna or tower.

(m) *Buildings and support equipment.* Buildings and support equipment associated with antennas or towers shall comply with the requirements of section 58-428.

(n) *Multiple antenna/tower plan.* The city encourages the users of towers and antennas to submit a single application for approval of multiple towers and/or antenna sites.

(o) *Height limit.* In no event may a tower exceed 180 feet in height (including the height of a structure on which the tower is placed).

(p) *Completeness review; time limitation.* The city shall grant or deny a properly completed application for a tower, antenna, or other communications facility within ninety (90) days or, as required by federal and state law, after the date the application is determined to be properly completed. An application is deemed submitted or resubmitted on the date the application is received by the city. The city shall notify the applicant within twenty (20) days after the date the application is initially submitted or additional information resubmitted, whether the application is properly completed in compliance with the city's requirements. If the application is not completed in compliance with the city's requirements, the city shall so notify the applicant in writing indicating with specificity any deficiencies which, if cured, make the application properly completed. Upon resubmission of information to cure the stated deficiencies, the city shall notify the applicant, in writing, no later than twenty (20) days after the additional information is submitted, of any remaining deficiencies that must be cured. If a specified deficiency is not properly cured when the applicant resubmits its application to comply with the notice of deficiencies, the city may continue to request the information until such time as the specified deficiency is cured, or may establish a reasonable time frame within which the required information to cure the application deficiency is to be provided. If the curative information is not provided within such time frame, the application will be considered withdrawn or closed.

SECTION 11. Amendment of Section 58-425. Chapter 58, Article VII, Section 58-425 of the City Code of Ordinances is hereby amended as follows: (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 58-425. - Permitted uses

(a) *Generally.* The uses listed in this section are deemed to be permitted uses and shall not require administrative approval or a conditional use permit.

(b) *Permitted uses.* The following uses are specifically permitted: Antennas or towers located on property owned, leased, or otherwise controlled by the city, provided a permit, license, or lease, or other written approval authorizing such antenna or tower has been ~~approved~~ issued by the city.

SECTION 12. Amendment of Section 58-426. Chapter 58, Article VII, Section 58-426 of the City Code of Ordinances is hereby amended to add a new Subsection 58-426(b)(4): (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 58-426. - Administratively-approved uses.

(a) *Generally.* The following provisions shall govern the issuance of administrative approvals for towers and antennas.

(1) The city building official may administratively approve the uses listed in this section, subject to a site plan review by the planning and zoning commission for all uses except a site plan review shall not be required for uses on existing towers as set forth in subsection 58-426(b)(1)b.

(2) Each applicant for administrative approval shall provide the information set forth in subsections 58-427(c)(1) and (c)(3) and a nonrefundable fee as established by the city commission.

(3) The city building official shall review the application for administrative approval and determine if the proposed use complies with section 58-424 and subsections 58-427(c)(4)—(7) (except that subsections 58-427(c)(4)—(7) shall apply only to towers not located on buildings), and shall schedule a site plan review if applicable.

(4) In connection with any such administrative approval, the city building official may, in order to encourage tower/antenna location on existing buildings, administratively waive any separation distances between towers in subsection 58-427(c)(5)b. by up to 50 percent, and may administratively waive separation distances from off-site uses in subsection 58-427(c)(5)a. by up to 100 percent.

(5) In connection with any such administrative approval, the city building official may, in order to encourage the use of monopoles, administratively allow the reconstruction of an

existing tower to monopole construction so long as the height of the new monopole tower does not exceed that of the existing tower.

(6) If an administrative approval is denied, then prior to filing any appeal that may be available under the city's Code of Ordinances or other applicable law, the applicant must file an application for a conditional use permit, to be heard by (i) the planning and zoning commission (if no site plan review by the planning and zoning commission has occurred) and (ii) the city commission.

(b) *List of administratively-approved uses.* The following uses may be approved by the city building official after conducting an administrative review, and after a site plan review by the planning and zoning commission, if applicable, or as otherwise indicated:

(1) Locating antennas on existing structures or towers and tower modifications consistent with the terms ~~of subsections a. and b.~~ below:

a. Non-substantial tower modifications. An application to modify an existing tower or base station which does not substantially change the physical dimensions of such tower or base station shall be approved subject only to building permit review and administrative review to determine whether the proposed modification constitutes a substantial modification. A modification substantially changes the physical dimensions of a tower or base station if it meets any of the following criteria:

1. For towers outside of public rights-of-way, it increases the height of the tower by more than 10%, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for those towers in the rights-of-way and for all base stations, it increases the height of the tower or base station by more than 10% or 10 feet, whichever is greater;

2. For towers outside of public rights-of-way, it protrudes from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for those towers in the rights-of-way and for all base stations, it protrudes from the edge of the structure more than six feet;

3. It involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets;

4. It entails any excavation or deployment outside the current site of the tower or base station;

5. It would defeat the existing concealment elements of the tower or base station; or

6. It does not comply with conditions associated with the prior approval of construction or modification of the tower or base station unless the non-compliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that does not exceed the corresponding “substantial change” thresholds identified above.

The changes in height resulting from a modification should be measured from the original support structure in cases where the deployments are or will be separated horizontally, such as on buildings’ rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act.

b. *Antenna co-locations with minimal change to physical dimensions.* An application to co-locate an antenna (beyond an initial, previously approved antenna) upon a tower or upon certain non-tower structures meeting the following requirements shall be approved subject only to building permit review and administrative review to determine whether the following requirements are met:

1. Co-location on towers, including nonconforming towers:

i. The co-location does not increase the height of the tower to which the antenna is to be attached, measured to the highest point of any part of the tower or any existing antenna attached to the tower;

ii. The co-location does not increase the ground space area, commonly known as the compound, approved in the site plan for equipment enclosures and ancillary facilities;

iii. The co-location consists of one or more antennas, equipment enclosures and ancillary facilities that are of a design and configuration consistent with all applicable design and aesthetic regulations, restrictions, or conditions, if any, applied to the initial antenna placed on the tower and to its accompanying equipment enclosures and ancillary facilities and, if applicable, applied to the tower supporting the antenna.

2. Co-location upon any structure except for a tower or historic building, structure, site, object, or district:

i. The co-location does not increase the height of the existing structure to which the antenna is to be attached, measured to the highest point of any part of the structure or any existing antenna attached to the structure;

ii. The co-location does not increase the ground space area, otherwise known as the compound, if any, approved in the site plan for equipment enclosures and ancillary facilities;

iii. The co-location consists of one or more antennas, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with any applicable structural or aesthetic design requirements for location on the structure, but not prohibitions or restrictions on the placement of additional co-locations on the existing structure or additional procedural requirements.

ac. Towers/antennas on existing structures. Any tower and/or antenna may be approved by the city building official as an accessory use to any commercial, industrial, professional, multifamily or institutional building, provided:

1. The building is at least 45 feet in height;
2. The building is not located in a single family residential zoning district;
3. The tower or antenna does not extend more than 15 feet above the roof surface of the structure;
4. The tower and/or antenna(s) comply with all applicable FCC and FAA regulations; and
5. The tower and/or antenna(s) comply with all applicable building codes.

bd. Antennas on existing towers. Any antenna which is proposed to be attached to an existing tower may be approved by the city building official subject to the following. To minimize adverse visual impacts associated with the proliferation and clustering of towers, co-location of antennas by more than one carrier on existing towers shall take precedence over the construction of new towers, provided such co-location is accomplished in a manner consistent with the following:

1. A tower which is modified or reconstructed to accommodate the co-location of an additional antenna shall be of the same tower type as the existing tower, unless the city building official allows reconstruction as monopole.
2. Height:
 - i. An existing tower may be modified or rebuilt to a taller height, not to exceed 30 feet over the tower's existing height to accommodate the co-location of additional antennas, but subject to the overall height limit set forth in subsection 58-424(o).

ii. The height change referenced in subsection 2.i., above, may only occur one time per communication tower.

iii. The additional height referenced in subsection 2.i., above, shall not require an additional distance separation as set forth in subsection 58-427(c)(5). The tower's premodification height shall be used to calculate such distance separations.

3. Onsite location:

i. A tower which is being rebuilt to accommodate the co-location of an additional antenna may be moved onsite within 50 feet of its existing location.

ii. After the tower is rebuilt to accommodate co-location, only one tower may remain on the site.

iii. A relocated onsite tower shall continue to be measured from the original tower location for purposes of calculating separation distances between towers pursuant to subsection 58-427(c)(5). The relocation of a tower hereunder shall in no way be deemed to cause a violation of subsection 58-427(c)(5).

iv. The onsite relocation of a tower which comes within the separation distances to residential units or residentially-zoned lands as established in subsection 58-427(c)(5) shall only be permitted when approved as a conditional use by the city commission.

(2) Locating any alternative tower structure in the C-1, C-3, I-1, or PQP zoning districts, that in the judgment of the city building official is in conformity with the goals set forth in section 58-121;

(3) Installing a cable microcell network through the use of multiple low-powered transmitters/receivers attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require the use of towers.

SECTION 13. Amendment of Section 58-432. Chapter 58, Article VII, Section 58-432 of the City Code of Ordinances are hereby amended as follows: (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Sec. 58-432. - Appeals.

Final, written decisions of the building official or the planning and zoning commission under this article may be appealed as provided in section 58-94 of this code of ordinances. There shall be no right to an appeal of a decision by the city commission under this article except as provided by law.

~~The planning and zoning commission and/or the city commission shall hear and decide any appeals of decisions made by the building official in the enforcement or administration of this article as specified in section 58-91.~~

SECTION 14. City Staff Authorization. City staff under the direction of the city manager are authorized to gather facts regarding the City's options with respect to constructing or installing City-owned communications facilities, infrastructure, and other structures, provided that no construction or installation shall occur nor contract be executed without approval by the City Commission.

SECTION 15. Codification. This Ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

SECTION 16. 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 17. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 18. Effective date. This ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida.

FIRST READING: _____, 2017

SECOND READING: _____, 2017

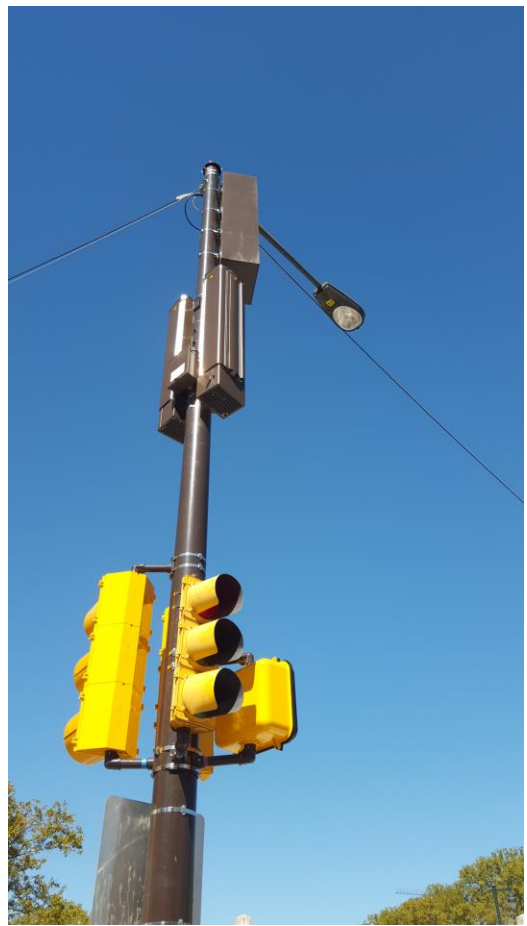
ADOPTED this ____ day of _____, 2017, by the City Commission of the City of Winter Park, Florida.

CITY COMMISSION
CITY OF WINTER PARK

Steve Leary, Mayor/Commissioner

ATTEST:

Cynthia Bonham, City Clerk





7-00327-17

A bill to be entitled

An act relating to utilities; amending s. 337.401, F.S.; providing a short title; defining terms; prohibiting an authority from prohibiting, regulating, or charging for the collocation of small wireless facilities in public rights-of-way under certain circumstances; specifying that an authority may require permit fees only under certain circumstances; requiring an authority to receive and process applications for and to issue permits subject to specified conditions; providing that approval of an authority is not required for routine maintenance or for the replacement of certain wireless facilities; authorizing an authority to require prior notification of such work if it interferes with the normal use of the road or right-of-way; requiring an authority to authorize the collocation of small wireless facilities on authority utility poles, subject to certain requirements; providing requirements for rates, fees, and other terms related to authority utility poles; providing that specified provisions do not authorize collocations of small wireless facilities on certain property; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (7) is added to section 337.401, Florida Statutes, to read:

337.401 Use of right-of-way for utilities subject to

regulation; permit; fees.—

(7)(a) This subsection shall be known as the “Advanced Wireless Infrastructure Deployment Act.”

(b) As used in this subsection, the following definitions apply:

1. “Antenna” means communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.

2. “Applicable codes” means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization, or local amendments to those codes, enacted solely to address imminent threats of destruction of property or injury to persons.

3. “Applicant” means a person who submits an application and is a wireless provider.

4. “Application” means a request submitted by an applicant to an authority for a permit to collocate small wireless facilities.

5. “Authority utility pole” means a utility pole owned or operated by an authority in the rights-of-way.

6. “Collocate” or “collocation” means to install, mount, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or on the surface adjacent to, a wireless support structure or utility pole.

7. “FCC” means the Federal Communications Commission.

8. “Small wireless facility” means a wireless facility that meets the following qualifications:

a. Each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each such antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and

b. All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric

meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.

9. “Utility pole” means a pole or similar structure that is used in whole or in part for the provision of communications services or for electric distribution, lighting, traffic control, signage, or a similar function.

10. “Wireless facility” means equipment at a fixed location which enables wireless communications between user equipment and a communications network, including:

a. Equipment associated with wireless communications;
and

b. Radio transceivers, antennas, wires, coaxial or fiber optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term “wireless facility” includes small wireless facilities but does not include the structure or improvements on, under, within, or adjacent to, which the equipment is collocated.

11. “Wireless infrastructure provider” means a person certificated to provide telecommunications service in the state who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures, but is not a wireless services provider.

12. “Wireless provider” means a wireless infrastructure provider or a wireless services provider.

13. “Wireless services” means any services provided, whether at a fixed location or mobile, using wireless facilities.

14. “Wireless services provider” means a person who provides wireless services.

15. “Wireless support structure” means a freestanding structure other than a utility pole, such as a monopole, a guyed or self-supporting tower, a billboard, or another existing or proposed structure designed to support or capable of supporting wireless facilities.

(c) Except as provided in this subsection, an authority may not prohibit, regulate, or charge for the collocation of small

wireless facilities in the public rights-of-way.

(d) An authority may require permit fees only in accordance with paragraph (3)(c). An authority shall accept applications for, process, and issue permits subject to the following conditions:

1. An authority may not directly or indirectly require an applicant to perform services unrelated to the collocation for which approval is sought, such as in-kind contributions to the authority, including reserving fiber, conduit, or pole space for the authority.

2. An applicant may not be required to provide more information to obtain a permit than is required of electric service providers and other communications service providers.

3. An authority may not require the placement of small wireless facilities on any specific utility pole or category of poles or require multiple antenna systems on a single utility pole.

4. An authority may not limit the placement of small wireless facilities by minimum separation distances or a maximum height limitation; however, an authority may limit the height of a small wireless facility to no more than 10 feet above the tallest existing utility pole, measured from a grade in place within 500 feet of the proposed location of the small wireless facility, or, if there is no pole within 500 feet, to no more than 60 feet.

5. Within 10 days after receiving an application, an authority must determine and notify the applicant as to whether the application is complete. If an application is incomplete, an authority must specifically identify the missing information. An application shall be deemed complete when all documents, information, and fees specifically enumerated in the authority's permit application form are submitted by the applicant to the authority.

6. An application must be processed on a nondiscriminatory basis and deemed approved if the authority fails to approve or deny the application within 60 days.

7. An authority shall approve all applications that meet

the authority's applicable codes, and, in the event of denial, shall document the basis for the denial, including citations to specific code provisions, and send the documentation to the applicant on or before the day the authority denies an application. The applicant may cure the deficiencies identified by the authority and resubmit the application within 30 days after the denial. The authority shall approve or deny the revised application within 30 days after receipt. Any review after the initial review must be limited to the deficiencies cited in the denial.

8. An applicant seeking to collocate small wireless facilities within the jurisdiction of a single authority may file a consolidated application and receive a single permit for the collocation of multiple small wireless facilities.

(e) Approval of the authority is not required for routine maintenance or for the replacement of existing wireless facilities with wireless facilities that are substantially similar or the same size or smaller. However, an authority may require prior notification of such work if it interferes with the normal use of the road or right-of-way.

(f) An authority shall authorize the collocation of small wireless facilities on authority utility poles, subject to the following requirements:

1. An authority may not enter into an exclusive arrangement with any person for the right to attach to authority utility poles.

2. Rates for the collocation of small wireless facilities on authority utility poles must meet the following requirements:

a. The rates and fees for collocations on authority utility poles must be nondiscriminatory regardless of the services provided by the collocating person.

b. The rate to collocate on authority utility poles may not exceed the lesser of the annual recurring rate that would be permitted under rules adopted by the FCC under 47 U.S.C. s. 224(e) if the collocation rate is regulated by the FCC or \$20 per year per authority utility pole.

c. Not later than January 1, 2018, an authority that has an existing pole attachment rate, fee, or other term that does not

comply with the requirements of this subsection shall conform such rate, fee, or term to the requirements of this subsection.

3. Persons owning or controlling authority utility poles shall offer rates, fees, and other terms that comply with sub-subparagraphs a.-d. Within the later of January 1, 2018, or 3 months after receiving a request to collocate its first small wireless facility on an authority utility pole owned or controlled by an authority, the person owning or controlling the authority utility pole shall make available, through ordinance or otherwise, rates, fees, and terms for the collocation of small wireless facilities on the authority utility pole which comply with those sub-subparagraphs.

a. Such rates, fees, and terms must be nondiscriminatory, competitively neutral, and commercially reasonable.

b. For authority utility poles that support aerial facilities used to provide communications services or electric service, the parties shall comply with the process for make-ready work under 47 U.S.C. s. 224 and implementing regulations. The good faith estimate of the person owning or controlling the pole for any make-ready work necessary to enable the pole to support the requested collocation must include necessary pole replacement.

c. For authority utility poles that do not support aerial facilities used to provide communications services or electric service, the authority shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested collocation, including necessary pole replacement, within 60 days after receipt of a complete application. Make-ready work, including any pole replacement, must be completed within 60 days after written acceptance of the good faith estimate by the applicant.

d. The authority may not require more make-ready work than is required to meet applicable codes or industry standards. Fees for make-ready work may not include costs related to preexisting damage or prior noncompliance. Fees for make-ready work, including any pole replacement, may not exceed actual costs or the amount charged to communications service providers for similar work and may not include fees or expenses

of consultants.

(g) This subsection does not authorize a person to collocate small wireless facilities on a privately owned utility pole, a privately owned wireless support structure, or other private property without the consent of the property owner.

Section 2. This act shall take effect July 1, 2017.

Page 1 of 1

CODING: Words ~~stricken~~ are deletions; words underlined are additions.



city commission **public hearing**

Item type	Public Hearing	meeting date	April 10, 2017
prepared by department division	Cindy Bonham	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A		final vote
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

Drone ordinance

motion | recommendation

Approve on first reading.

background

Per the request of the City Commission, the attached has been prepared and reviewed by staff and the City Attorney.

alternatives | other considerations

N/A

fiscal impact

N/A

ORDINANCE NO.: _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 62 CONCERNING OFFENSES AND MISCELLANEOUS PROVISIONS BY CREATING ARTICLE IX RELATING TO DRONE REGULATIONS AND PRIVACY PROTECTIONS AND CREATING SECTION 62-196 REGARDING DRONE RESTRICTIONS AND REGULATIONS; PROVIDING DEFINITIONS, PROHIBITIONS, PENALTIES, AND REGULATIONS FOR THE USE OF DRONES GENERALLY AND AT PUBLIC GATHERINGS; PROVIDING FOR INDIVIDUAL PRIVACY PROTECTIONS AGAINST THE IMPROPER OR ILLICIT UTILIZATION OF DRONES INCONSISTENT WITH FLORIDA LAW AND THIS ORDINANCE; PROVIDING LIABILITY INSURANCE REQUIREMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Winter Park (the “City”) recognizes that unmanned aircraft, including but not limited to drones, are being operated within the City on an increasingly regular basis; and

WHEREAS, the City recognizes that drones have the ability to carry and operate photographic devices, video cameras, and to livestream or otherwise broadcast illicit and/or unauthorized images in violation of the privacy rights afforded to the citizens of the City, and the City further recognizes that drones may constitute safety and security concerns relating to the improper operation or malfunction of drones combined with the fact that drones may be fitted to carry and/or operate firearms and other weapons; and

WHEREAS, the City has received numerous complaints from the citizens of the City regarding unwanted disturbances and violations and invasions of their personal privacy by drones hovering and flying in close proximity to individuals and intruding into private spaces about their private residences; and

WHEREAS, the City is cognizant of Florida legislation, including but not limited to, section 934.50, Florida Statutes, otherwise known as the Freedom from Unwarranted Surveillance Act, which provides civil remedies relating to prohibited utilization of drones within Florida; and

WHEREAS, the City has determined that it is necessary to provide local regulatory mechanisms supplemental to existing Florida law to prohibit unlawful and unwanted surveillance and voyeuristic activities that are contrary to the interests of the citizens of the City, to provide additional security and protection to outdoor crowds and public gatherings, which may be directly or indirectly, caused personal injury or damage through improper operation, malfunction, or weaponization of drones, and to otherwise serve the interests of the public health, safety, and welfare of the citizens of the City.

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

Section I. RECITALS. The above recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings of the City Commission of the City of Winter Park.

Section II. That Chapter 62 relating to **OFFENSES AND MISCELLANEOUS PROVISIONS** is hereby amended to create a new Article IX regarding **DRONE REGULATIONS AND PRIVACY PROTECTIONS**, which shall read as follows (underlined text indicates additions):

ARTICLE IX. – DRONE REGULATIONS AND PRIVACY PROTECTIONS

Sec. 62-196. – Drone Restrictions and Regulations.

(a) Purpose. This Article is intended to promote the public health, safety, and welfare of the citizens of the city by preserving the safety of individuals attending outdoor public gatherings and to maintain the sanctity and protections inherent with individuals' personal privacy and freedom from uninvited or unwarranted surveillance, which may be jeopardized by the operation of unmanned aircraft systems or drones in proximity to the citizens of the city. Further, this Article provides for the regulation of the use of drones at outdoor venues where people gather such as parks and athletic field facilities, open spaces and similar areas that may attract or allow groups of people who may be targeted through weaponized drones or otherwise may create safety concerns upon the malfunction or improper operation of drones. This Article also codifies existing Florida statutory regulations regarding improper and unlawful unwarranted surveillance occasioned by drones to create a supplemental local enforcement mechanism that will enhance compliance and provide relief from affected citizens suffering from illicit and/or unwelcome invasions of privacy. This Article supplements and is to be interpreted, to the extent not prohibited by law, as additional regulations relating to drones and drone operations consistent with all Florida and federal laws and regulations regarding same. Nothing in this Article shall be interpreted or construed as creating any additional privacy rights, reasonable expectations of privacy, or liberty or property interests relating to same except to the extent such rights and expectations exist pursuant to established Florida and/or federal law.

(b) Definitions. As used in this Article, the following terms have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning:

Drone means a powered aerial vehicle as defined in section 934.50(2)(a), Florida Statutes, which definition is incorporated herein by this reference. Drones, include but are not limited to, unmanned aircraft systems.

Image means a record of thermal, infrared, ultraviolet, visible light, or other

electromagnetic waves; sound waves; odors; or other physical phenomena which capture conditions existing on or about real property or an individual located upon or about that property.

Imaging device means a mechanical, digital, or electronic viewing device; still camera; camcorder; motion picture camera; or any other instrument, equipment, or format capable of recording, storing, livestreaming, or transmitting an image or video.

Operator means any person who manipulates the flight controls or otherwise operates or controls a Drone regardless of the method of operation or control.

Public Gathering means an outdoor area within the city at which approximately twenty-five (25) or more people congregate or assemble in reasonably close proximity to each other to observe and/or participate in an athletic or sporting event, festival, show, outdoor movie, celebration, pageant, rally, concert, exhibition, or engage in an organized demonstration or assembly, which is held in a public space, open space, plaza, street, sidewalk, right-of-way, park, athletic field, school ground, shopping center or mall parking lot, or any open-air facility, or which is held on other property which impacts in any manner adjacent streets, sidewalks, or rights-of-way to the extent that of all or a portion of such is necessary for the safety of pedestrians and/or vehicles. Public gatherings shall include events and/or outdoor areas in which approximately twenty-five (25) or more people were observed at the relevant time and also all events and/or outdoor areas at which twenty-five (25) or more people are customarily in attendance. Notwithstanding the foregoing, public gatherings shall also include all city parks and athletic fields so long as any additional persons are located therein in addition to the operator of a drone.

Surveillance means, with respect to an owner, tenant, occupant, invitee, or licensee of privately owned real property, the observation of such persons with sufficient visual clarity to be able to obtain information about their identity, habits, conduct, movements, or whereabouts. With respect to privately owned property, the term *surveillance* means the observation of such property's physical improvements with sufficient visual clarity to be able to determine unique identifying features or its occupancy by one or more persons.

(c) *Prohibitions.* Unless otherwise exempt under this Article, no person may operate, deploy, launch, fly, or utilize a drone in any airspace within twenty-five (25) feet of or directly over a public gathering, outside the actual clear and unobstructed line of sight of the operator, in a careless or reckless manner so as to unreasonably endanger the life or property of another, with the specific intent to offend, annoy, abuse, threaten, or harass any person of ordinary and reasonable sensibilities, or while any operator or person assisting any operator is under the influence of alcoholic beverages, any controlled substance under chapter 893, Florida Statutes, or any chemical substance under section 877.111, Florida Statutes. Additionally, no person shall operate a drone equipped with an imaging device to record an image of, or observe, privately owned real property or of the owner, tenant, occupant, invitee, or licensee of such property with the intent to conduct surveillance on the individual or property in violation of such person's reasonable

expectation of privacy without his or her express written consent. In accordance with Florida law, and section 934.50, Florida Statutes, a person is presumed to have a reasonable expectation of privacy on his or her privately owned real property if he or she is not observable by persons located at ground level in a place where they have a legal right to be, regardless of whether he or she is observable from the air with the use of a drone. Violations of this Article present a serious threat to the public health, safety, and welfare of the citizens of the city. Unless otherwise expressly permitted under Florida or federal law or regulations, drones may not be equipped with detachable cargo, releasable payload, or any device or implementation designed or utilized to transport a weapon. Drones may not be any larger than ten (10) pounds, including any attachments.

(d) *Exemptions.* This Article does not prohibit the use of drones for the following:

(1) To counter a high risk of a terrorist attack by a specific individual or organization if the United States Secretary of Homeland Security determines that credible intelligence indicates that there is such a risk.

(2) If a law enforcement agency first obtains a search warrant signed by a judge authorizing the use of a drone.

(3) If a law enforcement agency possesses reasonable suspicion that, under particular circumstances, swift action is needed to prevent imminent danger to life or serious damage to property, to forestall the imminent escape of a suspect or the destruction of evidence, or to achieve purposes including, but not limited to, facilitating the search for a missing person.

(4) By a person or an entity engaged in a business or profession licensed by the state, or by an agent, employee, or contractor thereof, if the drone is used only to perform reasonable tasks within the scope of practice or activities permitted under such person's or entity's license. However, this exception does not apply to a profession in which the licensee's authorized scope of practice includes obtaining information about the identity, habits, conduct, movements, whereabouts, affiliations, associations, transactions, reputation, or character of any society, person, or group of persons.

(5) By an employee or a contractor of a property appraiser who uses a drone solely for the purpose of assessing property for ad valorem taxation.

(6) To capture images by or for an electric, water, or natural gas utility for:

(i) operations and maintenance of utility facilities, including facilities used in the generation, transmission, or distribution of electricity, gas, or water, for the purpose of maintaining utility system reliability and integrity;

(ii) inspecting utility facilities, including pipelines, to determine construction, repair, maintenance, or replacement needs before, during, and after construction of such facilities;

(iii) assessing vegetation growth for the purpose of maintaining clearances on utility rights-of-way;

(iv) utility routing, siting, and permitting for the purpose of constructing utility facilities or providing utility service; or

(v) conducting environmental monitoring, as provided by federal, state, or local law, rule, or permit.

(7) Aerial mapping, if the person or entity using a drone for this purpose is operating in compliance with Federal Aviation Administration regulations.

(8) To deliver cargo, if the person or entity using a drone for this purpose is operating in compliance with Federal Aviation Administration regulations.

(9) To capture images necessary for the safe operation or navigation of a drone that is being used for a lawful purpose allowed under federal or Florida law.

(10) By the city, its contractors, agents, employees, or those acting at the express direction of the city so long as operated in accordance with Federal Aviation Administration regulations, and federal and state law.

(e) *Insurance required.* Operators permitted in accordance with this Article to lawfully operate or control a drone within city airspace must maintain a liability insurance policy that insures such owner, lessee, and/or operator of the drone which provides, at minimum, the following limits:

(1) \$100,000.00 for personal injury or death of one person;

(2) \$300,000.00 for personal injury or death to more than one person in one accident or occurrence, with a maximum of \$100,000.00 for each person; and

(3) \$50,000.00 for property damage.

Each policy of insurance required herein shall be issued by an insurer authorized to do business in the state of Florida. Proof of such insurance shall be provided to the city upon request.

(f) *Compliance alternatives.* In addition to any other remedies or actions provided at law and in equity, the city shall additionally have the right, in its sole discretion, to one (1) or more of the following remedies or actions in the event a violation of this Article has

occurred or is occurring in accordance with Florida law, chapter 162, Florida Statutes, and Chapter 1, Article II and Chapter 2, Article III, Division 5 of this Code: initiation of code enforcement or code compliance proceedings against any and all alleged violators of this Article; prosecution as a criminal misdemeanor punishable by a fine not exceeding \$500.00 or imprisonment for a definite term not exceeding sixty (60) days, or by both such fine and imprisonment in the discretion of the court; issuance of a civil citation, which shall be punishable as a Class III Offense with a civil penalty of \$200.00 per violation as set forth in Chapter I, Article II, section 1-23 of this Code; and/or initiation and prosecution of any appropriate action at law or in equity to bring about compliance or remedy, including but not limited to, instituting an action in any court to enjoin violations of this Article, in which case the violating business, entity, and/or individual shall be liable to the city for reimbursement of the city's attorneys' fees and costs relating to such action.

SECTION III: INCONSISTENCY. If any ordinances or parts of ordinances of the City are in conflict with this Ordinance, this Ordinance shall control to the extent of the conflict. Further, to the extent that any provision in this Ordinance is preempted by State or Federal law, the relevant State or Federal law shall control over the preempted provision.

SECTION IV: SEVERABILITY. If any section, subsection, sentence, clause, phrase, provision, or word of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then such invalidity or unconstitutionality shall not be held to invalidate or impair the validity, force, or effect of any other remaining provisions of this Ordinance.

SECTION V: CODIFICATION. Section II of this Ordinance shall be codified and made a part of the City of Winter Park Code of Ordinances, and the sections of this Ordinance may be renumbered or relettered to accomplish this intention. The word "Ordinance" may be changed to "Section," "Article," or other appropriate word. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

SECTION VI: IMPLEMENTATION. The City Manager or his or her designee(s) are authorized to take any lawful actions which are necessary to implement, enforce, and encourage compliance with this Ordinance. Further, the City Manager or his or her designee(s) are authorized to investigate the potential purchase and deployment of technological devices and systems which may enable the safe immobilization and recovery of drones which are found to be operated in violation of this Ordinance or other provisions of this Code.

SECTION VII: EFFECTIVE DATE. This Ordinance shall become effective immediately upon approval by the City Commission at its second reading.

PASSED AND ADOPTED on first reading this ____ day of _____, 2017.

PASSED AND ADOPTED on second reading this ____ day of _____, 2017.

Mayor Steven Leary

ATTEST:

City Clerk Cynthia S. Bonham



city commission public hearing

Item type	Public Hearing	meeting date	April 10, 2017
prepared by	Wes Hamil, Finance Director	approved by	<input checked="" type="checkbox"/> City Manager
department	Finance		<input type="checkbox"/> City Attorney
division			<input type="checkbox"/> N/A
board approval		<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A	final vote
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

Semi-annual update to Fee Schedule

motion | recommendation

Approve adjustments to Fee Schedule as outlined in the attached summary

background

City practice has been to review the Fee Schedule twice each year to ensure fees are adequate and appropriate. The first five pages of the attached contain a summary of the fees that are changed as well as estimates of the impact on revenues. The sixth and seventh pages outline the justification for the proposed Parks and Recreation changes. The remainder of the attached is the Fee Schedule as revised for the proposed changes.

alternatives | other considerations

fiscal impact

See attached

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective April 11, 2017**

	Current Fee	Proposed Fee
Utilities:		
Cut on/off fee:		
Service Activation Fee	28.00	29.00
Service Activation Fee - after 4:30 p.m.	85.00	87.00
Broken Lock	18.00	19.00
Broken Yoke	15.00	16.00
Emergency cut on/off - 3:30 p.m. to 4:30 p.m.	28.00	29.00
Emergency cut on/off - after 4:30 p.m.	85.00	87.00
Trip charge	28.00	29.00
Non-payment – up to 4:30 p.m.	42.50	44.00
Non-payment - after 4:30 p.m.	85.00	87.00
Broken/damaged curb stop valve replacement fee	85.00	90.00
Metering tampering fee	75.00	77.00
Meter and Service Installation:		
Inside City:		
5/8 inch * 3/4 inch meter	772.00	794.00
1 inch meter	823.87	845.00
1 ½ inch meter	1,799.73	1,850.00
2 inch meter	1,994.10	2,047.00
Outside City:		
5/8 inch * 3/4 inch meter	965.35	992.00
1 inch meter	1,029.83	1,060.00
1 ½ inch meter	2,249.07	2,313.00
2 inch meter	2,492.63	2,562.00
Field Testing Meters (flow test):		
5/8 x 3/4 inch meter	28.00	29.00
Bench Testing Meters:		
Cost of Test - by meter size - Outside Service Contracted:		
5/8 x 3/4 inch meter	90.00	108.00
1 inch meter	90.00	108.00
1 ½ inch meter	231.00	270.00
2 inch meter	241.00	290.00
Cost of Test - by meter size - In-House City Staff Utilized		
3/4 inch meter x 2.0 hours	60.50	62.00
1 inch meter x 2.0 hours	60.50	62.00
1 ½ inch meter x 2.5 hours	70.00	73.00
2 inch meter x 2.5 hours	70.00	73.00
Fire Line Installation Fees – includes saddle, tap and tubing to backflow or property line, whichever is closer (inside city):		
1 inch fire line	529.00	550.00
2 inch fire line	1,274.00	1,390.00
Fire Line Installation Fees – includes saddle, tap and tubing to backflow or property line, whichever is closer (outside city):		
1 inch fire line	661.00	688.00
2 inch fire line	1,773.00	2,217.00
Water Main Tapping Fees (Inside City):		
2 inch	153.00	158.00
4 inch	230.00	237.00
6 inch	250.00	260.00
8 inch	290.00	300.00
12 inch	355.00	370.00
Water Main Tapping Fees (Outside City):		
2 inch	188.00	198.00
4 inch	238.00	298.00
6 inch	313.00	391.00
8 inch	364.00	455.00
12 inch	444.00	555.00
Meter Relocation Fee:		
Inside City:		
5/8 inch * 3/4 inch	477.00	490.00

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective April 11, 2017**

	Current Fee	Proposed Fee
1 inch	529.00	544.00
1 ½ inch – 2 inch	1,267.00	1,302.00
Outside City (*):		
5/8 inch * 3/4 inch	670.00	838.00
1 inch	735.00	919.00
1 ½ inch – 2 inch	1,741.00	2,176.00
Sewer Laterals:		
Installation Fee:		
Inside City:		
0-6' Deep	1,680.00	1,730.00
6-12' Deep	3,710.00	3,850.00
Outside City:		
0-6' Deep	2,100.00	2,625.00
6-12' Deep	4,638.00	5,798.00
Hourly charges for city employees and equipment in Utilities Services Division:		
Regular rates: (per hour)		
Water and Wastewater Construction Manager	60.99	64.00
Water Distribution and Wastewater Collection Division Chief	33.37	58.00
Field Supervisor	37.23	47.00
Equipment Operator	27.18	35.00
Foreman/Crew Leader	34.36	44.00
Utility Service Worker	19.84	25.00
Overtime rates: (per hour)		
Water and Wastewater Construction Manager	91.48	96.00
Water Distribution and Wastewater Collection Division Chief	50.05	73.00
Field Supervisor	55.84	70.00
Equipment Operator	40.77	52.00
Foreman/Crew Leader	51.54	66.00
Utility Service Worker	29.76	37.00
Holiday rates: (per hour)		
Water and Wastewater Construction Manager	121.98	128.00
Water Distribution and Wastewater Collection Division Chief	66.74	116.00
Field Supervisor	74.46	94.00
Equipment Operator	54.36	70.00
Foreman/Crew Leader	68.72	88.00
Utility Service Worker	39.68	50.00
Utility disconnects for demolition:		
Inside City:		
Water services (cut and cap behind meter @ property line and installation of hose bib stand):		
5/8" * 3/4" - 1"	58.00	60.00
1.5" - 3"	81.00	84.00
4"	129.00	132.00
6"	154.00	158.00
8"	193.00	199.00
Fire lines (cut and cap @ property line):		
2"	35.00	36.00
4"	129.00	133.00
6"	154.00	158.00
8"	193.00	199.00
Sanitary sewer laterals (cut and cap & install cleanout @ property line):		
Up to 6" (per line), 6' deep or less	277.00	285.00
Up to 6" (per line), greater than 6' deep	539.00	575.00
Electric services	250.00	260.00
Outside City:		
Water services (cut and cap behind meter @ property line and installation of hose bib stand):		
5/8" * 3/4" - 1"	72.50	75.00
1.5" - 3"	101.25	105.00

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective April 11, 2017**

	Current Fee	Proposed Fee
4"	161.25	166.00
6"	192.50	198.00
8"	241.25	248.00
Fire lines (cut and cap @ property line):		
2"	43.75	45.00
4"	161.25	166.00
6"	192.50	198.00
8"	241.25	247.00
Sanitary sewer laterals (cut and cap & install cleanout @ property line:		
Up to 6" (per line), 6' deep or less	346.25	370.00
Up to 6" (per line), greater than 6' deep	673.75	719.00
Electric services	250.00	260.00
Fire hydrant relocation fee:		
Inside City	1,850.00	1,902.00
Outside City	2,312.50	2,377.00
Inside City:		
Line stop fees (with contractor or owner support):		
4", single	1,835.00	1,888.00
4", double	3,546.00	3,649.00
6", single	2,218.00	2,282.00
6", double	4,312.00	4,437.00
8", single	2,347.00	2,416.00
8", double	4,570.00	4,703.00
10", single	2,870.00	2,953.00
10", double	5,616.00	5,779.00
12", single	3,032.00	3,120.00
12", double	5,944.00	6,164.00
Line stop fees (with no support from contractor or owner):		
4", single	2,765.00	2,845.00
4", double	5,421.00	5,578.00
6", single	3,148.00	3,239.00
6", double	6,187.00	6,366.00
8", single	3,277.00	3,372.00
8", double	6,445.00	6,632.00
10", single	3,800.00	3,910.00
10", double	7,491.00	7,708.00
12", single	3,962.00	4,077.00
12", double	7,815.00	8,042.00
Outside City:		
Line stop fees (with contractor or owner support):		
4", single	2,294.00	2,360.00
4", double	4,432.00	4,561.00
6", single	2,773.00	2,853.00
6", double	5,390.00	5,546.00
8", single	2,934.00	3,020.00
8", double	5,712.00	5,879.00
10", single	3,588.00	3,691.00
10", double	7,020.00	7,224.00
12", single	3,790.00	3,900.00
12", double	9,769.00	10,053.00
Line stop fees (with no support from contractor or owner):		
4", single	3,323.00	3,556.00
4", double	6,513.00	6,973.00
6", single	3,802.00	4,049.00
6", double	7,471.00	7,958.00
8", single	3,963.00	4,215.00
8", double	7,793.00	8,290.00
10", single	4,617.00	4,888.00
10", double	9,101.00	9,635.00
12", single	4,819.00	5,096.00

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective April 11, 2017**

	Current Fee	Proposed Fee
12", double	9,505.00	10,053.00
Perform Electro Fusion Process for HDPE Couplings and Fittings (2" – 12", two couplings or fittings max:		
Inside City	236.00	258.66
Outside City	295.00	323.00
Insta-Valve Fees		
Inside City:		
Insta-valve fees (with contractor or owner support):		
4"	3,586.00	3,690.00
6"	3,992.00	3,992.00
8"	4,244.00	4,671.00
10"	6,104.00	6,281.00
12"	7,216.00	7,425.00
Inside City:		
Insta-valve fees (with no support from contractor or owner):		
4"	4,783.00	4,922.00
6"	4,809.00	4,948.00
8"	5,174.00	5,324.00
10"	7,134.00	7,341.00
12"	8,146.00	8,382.00
Outside City:		
Insta-valve fees (with contractor or owner support):		
4"	4,483.00	4,614.00
6"	4,849.00	4,990.00
8"	5,305.00	6,631.00
10"	6,630.00	7,851.00
12"	9,020.00	11,275.00
Inside City:		
Insta-valve fees (with no support from contractor or owner):		
4"	5,979.00	6,153.00
6"	6,011.00	6,185.00
8"	6,468.00	6,655.00
10"	8,918.00	9,176.00
12"	10,183.00	10,478.00

The above changes to Utility Service Fees are estimated to increase annual revenue by no more than \$25,000

Police:

Off-Duty Police Services (three hours minimum):

Regular off-duty rates per hour:		
Police officer	35.00	40.00
Police supervisor	40.00	45.00
Holiday off-duty rates per hour		
Police officer	48.00	50.00
Police supervisor	53.00	55.00

This change will have no net impact on the City's budget since compensation to officers for off-duty work will be increased by the same amounts

Parks and Recreation:

Showalter Field:

Discount for use of Showalter Field by Non Profits/Youth Groups	30%	20%
Hourly rate per staff member for operating video scoreboard	25.00	50.00

Tennis Court Rental:

Annual Play Pass Fees:

Six-Month Annual Play Passes:

All Courts:		
Resident	185.00	203.00
Resident - family (2 or more)	275.00	302.00
Non-resident - one adult	246.00	270.00
Non-resident - family (2 or more)	327.00	359.00
Hard Courts Only:		
Resident	84.00	94.00

**City of Winter Park
Fee Schedule
Changes Proposed to be Effective April 11, 2017**

	Current Fee	Proposed Fee
Resident - family (2 or more)	150.00	164.00
Non-resident - one adult	155.00	170.00
Non-resident - family (2 or more)	230.00	278.00
Annual Play Passes:		
All Courts:		
Resident	336.00	370.00
Resident - family (2 or more)	490.00	539.00
Non-resident - one adult	435.00	479.00
Non-resident - family (2 or more)	575.00	633.00
Hard Courts Only:		
Resident	157.00	173.00
Resident - family (2 or more)	276.00	303.00
Non-resident - one adult	252.00	277.00
Non-resident - family (2 or more)	374.00	411.00
Tennis Passes (10 play passes):		
Clay courts	45.00	60.00
Hard courts	55.00	55.00
Elite Training Programs:		
Two day per week program, per week	290.00	390.00
Junior Tennis Program:		
Home School Clinic	new fee	50.00
Summer Camps:		
Pre-Tournament Camp Weekly	290.00	280.00
Recreational Tennis Camp Weekly:		
Full Day	265.00	230.00
Half Day	175.00	160.00
Other Tennis Fees:		
Semi-private lessons, fee dependent on instructor, half hour	40.00 - 95.00	45.00 - 100.00
Group lessons, hourly	40.00 - 95.00	75.00
Team clinic, hourly	40.00 - 95.00	85.00
Junior Tournament Entry Fee:		
League rate, (if at least 75% of team roster are not members of the tennis center)	150.00	165.00
Tennis Center Pavilion Rental:		
Small Pavilion:		
Full Day	50.00	55.00
Half Day	30.00	33.00
Rental of Country Club:		
Full Building, hourly:		
Friday and Saturday	140.00	170.00
Sunday through Thursday	140.00	150.00
Rental of Farmers' Market:		
Hourly rate	160.00	200.00
Entire building, 6:00 pm - midnight, Friday and Saturday	1,600.00	1,700.00
Azalea Lane Playground:		
Small Pavilion:		
Full Day	50.00	60.00
Half Day	30.00	35.00

Parks Rental facilities no longer have rates for continuous users. Instead, 15% discount to normal rates is being offered to continuous users. This will simplify the fee schedule and offer a consistent discount at all facilities.

The above changes to Parks and Recreation Fees are estimated to increase annual revenues by no more than \$10,000

Parks and Recreation Fee Schedule

Changes and Justifications - April 2017

Showalter Stadium Non Profit and Youth group discount is being reduced from the current 30% to 20% discount to be sure that costs are covered and staffing levels should clean-up be required can be maintained.

The department will no longer offer the bus for rental to outside groups. With increased programming and only one driver, it is not practical to offer this service. There are a number of commercial bus rental services for outside groups to utilize.

A number of Tennis fees have been slightly increased. This is the first increase since High Performance Tennis Management was hired as subcontractor:

Tennis Court Rental:

Annual Play Pass Fees:

Six-Month Annual Play Passes:

All Courts:

Resident.....	203.00 (M)	Now \$185
Resident - family (2 or more)	302.00 (M)	Now \$275
Non-resident - one adult	270.00 (M)	Now \$246
Non-resident - family (2 or more)	359.00 (M)	Now \$327
Seniors receive a \$25 discount on adult price (age 65 years or older)		

Hard Courts Only:

Resident- one adult	94.00 (M)	Now \$84
Resident - family (2 or more)	165.00 (M)	Now 150
Non-resident - one adult	170.00 (M)	Now \$155
Non-resident - family (2 or more)	278.00 (M)	Now \$230
Seniors receive a \$25 discount on adult price (age 65 years or older)		

Annual Play Passes:

All Courts:

Resident one adult	370.00 (M)	Now \$336
Resident - family (2 or more)	539.00 (M)	Now \$490
Non-resident - one adult	479.00 (M)	Now \$435
Non-resident - family (2 or more)	633.00 (M)	Now \$575
Seniors receive a \$25 discount on adult price (age 65 years or older)		

Hard Courts Only:

Resident- one adult	173.00 (M)	Now \$157
Resident - family (2 or more)	303.00 (M)	Now \$276
Non-resident - one adult	277.00 (M)	Now \$252
Non-resident - family (2 or more)	411.00 (M)	Now \$374
Seniors receive a \$25 discount on adult price (age 65 years or older)		

Tennis Passes: (10 play passes)

Clay courts:

Pass60.00 (M) Now \$55

Hard courts:

Pass55.00 (M) Now \$45

Elite Training Programs:

Four week sessions, times and age groups vary.

2 day per week program per week..... 390.00 (M) Now \$290

Home School Clinic.....50.00 (M) New

Summer Camps:

~~Elite Camp Weekly450.00 (M)~~

Pre-Tournament Camp Weekly 280.00 (M) Now \$290

Recreational Tennis Camp Weekly Full day230.00 (M) Now \$265

Half day..... 160.00 (M) Now \$175

Semi-private lessons, fee dependent on instructor, half hour 45.00 – 100.00 (M) Now \$40-95

Group lessons, ~~dependent on instructor~~, hourly..... 75.00 (M) Now \$40-95

Team clinic, ~~dependent on instructor~~, hourly 85.00 (M) Now \$40-95

League rate

(if at least 75% of team roster are not members of

tennis center) 165.00, plus non-member hourly rate (M) Now \$150

Tennis Center Pavilion Rental:

Small Pavilion:

Full day60.00 (M) Now \$50

Half day 35.00 (M) Now \$35

As a department, the CONTINUOUS GROUP rates will be eliminated and a blanket discount offered instead. This will not only simplify the fee schedule but it will offer a consistent discount at all rental buildings. The existing rates for continuous groups vary from 8-30% off regular hourly rates. We are proposing a 15% discount for continuous groups – defined as groups that sign a contract for at least six dates for six months.

CITY OF WINTER PARK



FEE SCHEDULE

Effective April 11, 2017

TABLE OF CONTENTS

General Government Fees:	
Administrative Fees	1
Finance Fees.....	1
Planning Fees	2
Building and Permitting Fees	4
Public Works Fees:	
Public Works Fees	13
Refuse Service Fees	16
Stormwater Utility Fees	18
Shoreline Alteration Permit Fees.....	19
Boat User Fees	20
Utility Service Fees.....	21
Water and Wastewater Usage Fees	27
Electric Rates	31
Fire Line Fees	35
Cross Connection Control Program Fees	36
Utility Demolition Disconnection Fees	37
Line Stop Fees	38
Insta-Valve Fees	40
Industrial Waste Fees.....	41
Public Safety Fees:	
Police Fees and Fines	43
Fire Fees	45
Parks and Recreation Fees:	
Parks and Recreation Fees	48
Cemetery Fees.....	54
Golf Course Fees	56
Tennis Fees.....	58
Recreation Facility Rental Fees	61
Park Fees	65
Special Event and Miscellaneous Fees.....	68

Pricing Basis Legend	
C	Pricing is based on costs
M	Pricing is based on market comparisons
S	Pricing is stipulated by Florida Statutes

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

GENERAL GOVERNMENT FEES

ADMINISTRATIVE FEES:

Lien recording fees:	
Fee for first page.....	10.00 (C)
Each page thereafter	8.50 (C)
Certification charge.....	2.00 (C)
Lien and foreclosure research	35.00 (C)
 City map and aerial photographs.....	10.00 (C)
Plus postage and handling	1.50 (C)
 City Code and Supplements to City Code	
Can be purchased from:	Municipal Code Corporation
	P. O. Box 2235
	Tallahassee, FL 32316
Or accessed on-line at www.municode.com	
 Copy of CD (City provides the CD)	3.00 (C)
 Copy charge per page015 (C)
Double sided020 (C)

FINANCE FEES:

Printed copy of annual budget document	20.00 (C)
Printed copy of CAFR.....	15.00 (C)
Returned check charge: *	
Check amount \$0.01 to \$50.00.....	25.00 (C)
Check amount \$51.00 to \$300.00.....	30.00 (C)
Check amount greater than \$300.00	40.00 (C)
..... Or 5% of check amount, whichever is greater	

<p>* If payment is not received within 30 days, the city may file a civil action against the check writer for three times the amount of the check, but in no case less than \$50.00, in addition to the payment of the check plus any court costs, reasonable attorney fees, and any bank fees incurred by the City in taking the action.</p>

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

PLANNING FEES:

LAND DEVELOPMENT FEES:

Application Fee Schedule:

Annexations	500.00 (M)
Annexations requiring citywide notice	500.00, plus actual cost of notice (M)
Appeals.....	500.00 (M)
Appeals of decisions made by Historic Preservation Board	35.00 (M)
Comprehensive Plan amendments and rezoning:	
Less than one acre (1,500 ft. notice)	1,000.00 (M)
More than one acre (city-wide notice).....	6,000.00 (M)
Conditional use (including extensions/re-establishments):	
(applications with 500 ft notice)	500.00 (M)
(applications with 1,500 ft notice)	1,000.00 (M)
(applications requiring quarter page ad)	1,000 (M)
(applications with city-wide notice)	6,000.00 (C)
Development Review Committee Application Fees:	
Concept or preliminary plan	300.00 (M)
Final plan submittal	500.00 (M)
Revision to plan previously reviewed	200.00 (M)
Interpretations by Code Enforcement	200.00 (M)
Lakefront site plan reviews:	
Residential construction.....	150.00 (M)
Commercial or multi-family construction	250.00 (M)
Plan storage fees:	
Plan storage fee for approved building plans not retrieved by applicant:	
Up to six months following approval date	No charge
After six months.....	\$5 per day
After nine months	Return all but one plan to applicant or continue charge (at option of the City)
Street abandonments	250.00 (M)
Subdivision:	
Three lots or less	500.00 (M)
Over three lots	800.00 (M)
Lot consolidations:	
Three lots or less	500.00 (M)
Over three lots	800.00 (M)
Subdivisions with road improvements	1,000.00 (M)
Variances:	
Single family residential	200.00 (M)
Multi-family and commercial	400.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

PLANNING FEES (CONTINUED):

LAND DEVELOPMENT FEES (continued):

Parks impact fee (per new dwelling unit).....2,000.00 (M)

After the Fact Requests - Double the application fee and triple the building permit fee

Applications tabled at the request of the applicant, within 10 days of the Planning and Zoning meeting or Board of Adjustment meeting, will be charged for additional advertising and notification costs, plus \$100.00.
--

Costs incurred by the City for additional consultant investigation, traffic analysis, and planning activities prompted by the proposal shall be assessed to the project at the rate of 110%. This charge shall be added at the next logical development review point when a fee to the City is required, e.g.; rezoning request, subdivision request, conditional use request or building permits

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

BUILDING AND PERMITTING FEES

Application and Permit Fees:

Adult entertainment application fee (non-refundable)	200.00 (C)
Adult entertainment application fee - annual fee	750.00 (C)
Facilities permit application	10.00 (C)
Filming fees:	
Motion pictures:	
Application Processing Fee	100.00 (C)
Private property (registration of exemption)	25.00 (C)
Permit Fees:	
Public streets, parks, buildings or city facilities (per day)	500.00 (C)
Less than 10 persons or 2 vehicles involved (per day)	50.00 (C)
plus reimbursement of additional costs to the City, if any	
Still photography:	
Application Processing Fee	50.00 (C)
On private property	0.00 (C)
Permit Fees:	
Public street or public property (per day)	250.00 (C)
Less than 10 persons or 2 vehicles involved (per day)(city facilities) ..	25.00 (C)
plus reimbursement of additional costs to the City, if any	
Use of City Personnel	cost plus 30% (C)
Closing out sale permit	50.00 (C)
Closing out extension fee	30.00 (C)
Garage sale permit	10.00 (C)
Garage sale permit (residents over age 59)	5.00 (C)
Newsrack permit	100.00 (C)
Newsrack permit processing fee	50.00 (C)
Alcoholic beverage license	50.00 (C)
Sidewalk sale permit	200.00 (C)
Sidewalk sale permit during the Art Festival	150.00 (C)
Parking lot during the Art Festival	80.00 (C)
Sidewalk café application processing fee (non-refundable)	50.00 (C)
Sidewalk café permit fee	
1 – 4 seats	80.00 (C)
5 – 8 seats	100.00 (C)
9 – 12 seats	120.00 (C)
13 – 16 seats	140.00 (C)
17+ seats	160.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

BUILDING AND PERMITTING FEES (CONTINUED)

Solicitation permits application:

Processing fee 100.00 (C)

Permit fee 300.00 (C)

Non-profit solicitation permits application:

Processing fee 10.00 (C)

Permit fee 30.00 (C)

Special event permit processing fee 50.00 (C)

Special event permit 100.00 (C)

Non-profit special event permit processing fee

(Internal Revenue Code 501C(3) organizations) 10.00 (C)

required, e.g.; rezoning request, subdivision request, conditional use request or building permits
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

BUILDING AND PERMITTING FEES (CONTINUED)

Application and Permit Fees (continued):

Non-Profit special event permit.....	30.00 (C)
Special events requiring street closure permit processing fee.....	100.00 (C)
Special event permit for events requiring street closure:	
Small events (less than 400 persons)	100.00 (C)
Large events requiring multiple department approval.....	200.00 (C)
Duplicate permit placard	5.00 (C)
Duplicate occupational license.....	5.00 (C)
Lien and foreclosure research (allow seven business days)	35.00 (C)
Lien and foreclosure research (immediate request, one business day)	50.00 (C)
Business certificate processing.....	15.00 (C)

Building/Land Development Code (LDC) Fee (Based on valuation of construction*):

Minimum to \$1,000 in valuation *	\$30.00 (C)
Over \$1,000 in valuation *	0.9%# of valuation plus \$30.00 ** (C)
Plans review fee for valuations over \$4,000, except permits not requiring plan review	½ of building/LDC permit fee## (C)
Plan review fee for revisions.....	25.00 per page (C)
(or if more than 50% of original plan, then full plan review fee is required, reduction allowed for minor revisions on each page)	
Inspector training	0.04% of valuation (C)
Affordable Housing fee	\$0.00 per sq. ft. (C)
of new or remodeled floor area, excludes areas of garages, carports, cabanas, storage sheds, churches, tax exempt non-profit organizations, nursing homes and assisted living facilities.	
Roofing permits	0.5% of valuation plus \$30.00** (C)
Inspection fee for other City Departments	40.00/inspection (C)
State Fee (new or remodeled floor area).....	3% of permit amount or \$4 minimum (S)
Transfer of permit to new contractor or applicant	50.00 (C)
Reinstatement of expired permit (if approved)	100.00 (C)
Extension of building permits.....	25.00 (C)
Pool fence violation inspection	100.00 (C)
Stop work order inspection fee	50.00 (C)
Site development permit (when allowed):	
Minimum fee	100.00 (C)
(or .2% of valuation, if higher)**	
Plan Submission Fee (for permitted plans exceeding 11 x 17, per page)***	1.00 (C)

* Building valuations shall be based on the actual contract cost or the building valuation data established by the Building Department, whichever is greater.

** For fee computations, all valuations are rounded up to the <u>next highest</u> thousand dollars.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

BUILDING AND PERMITTING FEES (CONTINUED)

*** in lieu of paying fee, applicant may provide plans in either PDF or TIFF format within 14 days of issuance of permit. In addition, any approved plan revisions must also be submitted electronically.

.6% for building code enforcement and .3% for Land Development Code enforcement, totaling .9%.

.3% for building code enforcement and .15 for Land Development Code enforcement, totaling .45%.

After the fact requests - double the variance application fee and triple the building, electrical, plumbing and gas permit fees. For construction begun or completed without permit - fee shall be tripled

The cost of inspection fees for other City Departments is determined during plan review and paid with building permit.

Excavation/Landfill Permit Fees:

Placement or removal of 40 cubic yards or less 50.00 (C)
Placement or removal of over 40 cubic yards 100.00 (C)

Exterior Examination Application Fee:

Master/contractors 200.00 (C)
Journeyman 150.00 (C)

Competency Card Fees:

Journeyman (\$80 for two years, when available) 50.00 (C)
Master/contractors (\$200 for two years, when available) 100.00 (C)

Demolition Permits (expires within 30 days):

1 or 2 family dwellings 150.00 (C)
Accessory buildings 50.00 (C)
Other buildings6% of valuation or \$100.00, whichever is greater (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

BUILDING AND PERMITTING FEES (CONTINUED)

Electrical Permit Fees:

Issuing each permit	40.00 (C)
Central air conditioning unit	10.00 (C)
Cooktop	3.00 (C)
Dental unit.....	2.00 (C)
Dishwasher	3.00 (C)
Disposal	3.00 (C)
Dryer	3.00 (C)
Electric elevator	7.50 (C)
Electric range.....	3.00 (C)
Electric welder:	
Transformer type to 50 amps	3.00 (C)
Transformer type over 50 amps	7.50 (C)
Fan - Commercial, ceiling, exhaust or bath	5.00 (C)
Fan - Residential, ceiling, exhaust or bath.....	1.00 (C)
Fixture - each.....	0.25 (C)
Furnace, oil	5.00 (C)
Heating appliance - each	3.00 (C)
Motor or generator - each	5.00 (C)
Outlet - each	0.25 (C)
Oven	3.00 (C)
Pool wiring	10.00 (C)
Pre-power inspection requests - Inspection fee:	
Residential.....	40.00 (C)
Commercial	50.00 (C)
Service up to 200 amps	5.00 (C)
Each additional 100 amps to 1200 amps	1.00 (C)
Sign outlet, per circuit	3.00 (C)
Subfeed panel.....	2.00 (C)
Temporary service	5.00 (C)
Time switch.....	2.00 (C)
Water heater	3.00 (C)
Window air conditioning unit	5.00 (C)
X-Ray	5.00 (C)

Low Voltage Security Alarm System..... 40.00 (S)

Tier 2 Interconnection of Customer Owned Renewable Generation Systems . 240.00 (C)

Gas Permit Fees:

Issuing each permit	40.00 (C)
Each gas fixture	5.00 (C)

Building Moving Permits:

Into or within the City (for buildings over 1,000 square feet)	400.00 (C)
Into or within the City (for buildings 1,000 or less square feet).....	200.00 (C)
Outside the City	100.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

BUILDING AND PERMITTING FEES (CONTINUED)

Issuance of Temporary Certificate of Occupancy:

Single family residence.....	85.00 (C)
All others	175.00 (C)

Mechanical Permit Fees:

Minimum up to \$1,000 valuation.....	40.00 (C)
Each additional \$1,000 to \$25,000 (round to next higher thousand)	5.00 (C)
Each additional \$1,000 above \$25,000	2.50 (C)

Plumbing Permit Fees:

Issuing each permit	40.00 (C)
For installation, alteration or repair of water treatment equipment	5.00 (C)
For repair or alteration to drainage or vent piping.....	5.00 (C)
Plumbing fixture floor drain or trap - each.....	5.00 (C)
Repiping - per structure	30.00 (C)
Water heater or vent - each	5.00 (C)

Reinspection fee:

For all trades.....	30.00 (C)
Repeat reinspection on same item	100.00 (C)
Continued repeat inspection (3 rd visit or more).....	300.00 (C)
After the third inspection there will be a hearing before the Construction Board of Adjustment and Appeals with possible loss of occupational license and a letter to the CILB	
Missed inspection	100.00 (C)

Vacuum Breakers or Backflow Prevention Devices:

One to five	5.00 (C)
Over five, each	0.50 (C)
Gasoline and fuel oil tanks (residential).....	10.00 (C)
Septic tank or drain field - each	10.00 (C)
Sewer:	
Commercial - each.....	60.00 (C)
Residential - each	50.00 (C)
Replacement of house sewer:	
20' or more in length.....	50.00 (C)
Less than 20' in length.....	20.00 (C)
Sprinkler system	15.00 (C)

Vehicle for Hire Fees: (Driver permit fees valid from October 1 to September 30)

Taxi Driver permit (per driver, per year).....	60.00 (C)
Non-Motorized Vehicles:	
Application Fee (one time fee per business)	40.00 (C)
Driver Permit:	
Initial fee, per driver	15.00 (C)
Renewal fee, per driver, per year	5.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

BUILDING AND PERMITTING FEES (CONTINUED)

Well Permit Fees:

Issuing each permit	40.00 (C)
..... plus \$4.00 per inch or diameter up to 6",	
.....and \$2.00 per inch for each inch over 6" in diameter (C)	

Landscaping Fees:

First landscaping inspection (included in permit fee).....	0.00
Re-inspection fee	30.00 (C)

Tree Removal Permits:

Single family residential	35.00 (C)
Non-residential or multi-family property	100.00 (C)
Reinspection of tree (second and third visits).....	25.00 (C)
Reinspection of tree (each required visit after the third).....	75.00 (C)
Request for appeals to Tree Preservation Board	35.00 (C)
Compensation for removing a protected tree	110.00 per caliper inch dbh (C)

OTHER CHARGES:

Appeals of Building Code heard by Board of Adjustment & Appeals.....	100.00 (C)
Address change and /or additional requests (commercial and residential):	
Processing Fee for 1 address (all requests – approved or denied).....	15.00 (C)
Processing Fee per address for additional addresses	
(all requests – approved or denied)	5.00 (C)
Letter of Reciprocity for contractors	15.00 (C)
Off-site advertising sign permit	50.00 (C)
Annual outdoor advertising sign permit (per sign)	50.00 (C)
Street name petitions (per application)	300.00 (C)
Advertising space on Park Avenue Street Directory Kiosks (Annual Rates)*:	
20" high by 9" wide panel	804.00 (C)
20" high by 18" wide panel	1,608.00 (C)
40" high by 18" wide panel	3,216.00 (C)
60" high by 18" wide panel	4,824.00 (C)
Banners:	
North Park Ave. (Morse Blvd. to Webster Ave., 17 poles).....	510.00 (C)
South Park Ave. (Fairbanks Ave. to Morse Blvd., 16 poles).....	480.00 (C)
E. Morse Blvd. (US 17-92 to Pennsylvania Ave., 10 double sided poles)	600.00 (C)
W. Morse Blvd. (Pennsylvania Ave. to Interlachen Ave., 11 double	
sided poles)	660.00 (C)
New England Ave. (New York Ave. to Hannibal Square West, 16 poles).....	480.00 (C)
Pennsylvania Ave. (Lyman Ave. to Israel Simpson Ct., 26 poles).....	780.00 (C)
N. Orange Ave. (Fairbanks Ave. to Minnesota Ave., 20 poles)	600.00 (C)
S. Orange Ave. (Denning Dr. to US 17-92, 20 poles).....	600.00 (C)
Street Pole Signs:	
One time initial posting fee	450.00 (C)
Annual participation fee	100.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

BUILDING AND PERMITTING FEES (CONTINUED)

Administrative charge for having overgrown properties mowed, cleaned or cleared of debris, hazardous trees or other unsightly articles	150.00 (C)
Administrative charge for repeated mowing or clearing of properties	300.00 (C)
Recording documents with Orange County:	
Notice of Commencement	20.00 (C)
Deed Covenant	30.00 (C)

*Requires a twelve-month contract with one half of the annual amount due upon reservation of the advertising space. The remaining balance will be billed in equal monthly installments.

PUBLICATIONS:

Community Redevelopment Agency Plan	15.50 (C)
Community Redevelopment Agency Plan Amendment for Expansion Area.....	13.65 (C)
Comprehensive Plan Goals, Objectives and Policies	60.00 (C)
Comprehensive Plan Data, Inventory and Analysis	85.00 (C)
CD of Comprehensive Plan Goals, Objectives and Policies and Data, Inventory and Analysis	10.00 (C)
Land Development Code	30.00 (C)
Land Development Code (zoning article only)	15.00 (C)
Historic Resources Survey (color copy)	58.00 (C)
Historic Resources Survey (black & white copy)	12.80 (C)
Subdivision regulations	10.00 (C)
Park Avenue "Architectural Design Guidelines"	10.00 (C)
Morse Boulevard "Facade Design Guidelines"	10.00 (C)

The 2010 Florida Building Code may be purchased through the Building Officials Association of Florida website: www.boaf.net

or the International Code Council website: <http://shop.iccsafe.org/codes/state-and-local-codes/florida.html>

The 2008 National Electrical Code can be purchased through the Building Officials Association of Florida website: www.boaf.net

or the National Fire Prevention Associate website:
<http://www.nfpa.org/catalog/product.asp?pid=700858SB&cookie%5Ftest=1>

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

BUILDING AND PERMITTING FEES (CONTINUED)

Maps:

Zoning and future land use map (digital form)	60.00 (C)
Zoning map	10.00 (C)
Future land use map	10.00 (C)

Retrieval and research of plans and documents in storage

(Research and copying costs not included).....	15.00 (C)
Additional research	20.00 (C)

Listings:

Business Listings:*	
Printed (per page).....	0.50 (C)
Label ready format, sheet of 20 (per page)**	2.00 (C)
On diskette (per disk)***	6.00 (C)

* The above orders will include a \$50.00 per hour labor/computer charge; 15 minimum (\$12.50). Orders will be taken with a three to four day turn around time.

** Labels will not be provided, but the listing will be printed in a copy ready format to reproduce on a label readily available for purchase by the requestor at any office supply retailer.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

PUBLIC WORKS FEES

Street Division:

Regular rates (per hour):

Division chief	44.70 (C)
Assistant division chief	36.40 (C)
Field supervisor	33.00 (C)
Foreman/crew leader	31.00 (C)
Traffic Control employee	25.00 (C)
Traffic Signal worker	30.00 (C)
Equipment Operator II and III	29.00 (C)
Street sweeper/Operator I	24.00 (C)
Maintenance Worker	23.00 (C)
Crew (1 Supervisor and 2 Workers)	79.00 (C)

Overtime rates (per hour):

Division chief	67.05 (C)
Assistant division chief	54.60 (C)
Field supervisor	49.50 (C)
Foreman/crew leader	46.50 (C)
Traffic Control employee	37.50 (C)
Traffic Signal worker	45.00 (C)
Equipment Operator II and III	43.50 (C)
Street sweeper/Operator I	36.00 (C)
Maintenance Worker	34.50 (C)
Crew (1 Supervisor and 2 Workers)	118.50 (C)

Holiday rates (per hour):

Division chief	89.40 (C)
Assistant division chief	72.80 (C)
Field supervisor	66.00 (C)
Foreman/crew leader	62.00 (C)
Traffic Control employee	50.00 (C)
Traffic Signal worker	60.00 (C)
Equipment Operator II and III	58.00 (C)
Street sweeper/Operator I	48.00 (C)
Maintenance Worker	42.40 (C)
Crew (1 Supervisor and 2 Workers)	158.00 (C)

Equipment: (per hour)

Excavator	60.00 (C)
Front end loader	60.00 (C)
Vaccon	60.00 (C)
Bucket truck	60.00 (C)
Rubber tire backhoe	30.00 (C)
Street sweeper	30.00 (C)
Semitractor w/trailer	50.00 (C)
Tandem Dump truck	30.00 (C)
Flatbed truck	20.00 (C)
Pickup truck	10.00 (C)
Bobcat/skid steer	22.00 (C)
Miscellaneous drills, saws, 3-4 inch water pumps	10.00 (C)
6" well point/by pass pump	20.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

PUBLIC WORKS FEES (CONTINUED)

Street Division (continued):

Barricade daily rental (each)	1.50 (C)
Maintenance of traffic service vehicle	20.00 (C)
Mobilization fee	5% of invoice prior to admin costs (C)

Facilities Maintenance:

Regular rate (per hour):	
Custodial	24.10 (C)
Supervisor	43.50 (C)
Tradesman	30.75 (C)
Overtime rate (per hour):	
Custodial	34.18 (C)
Supervisor	62.34 (C)
Tradesman	44.11 (C)
Holiday rate (per hour):	
Custodial	44.25 (C)
Supervisor	81.17 (C)
Tradesman	57.46 (C)
Vehicle charge (per hour).....	14.00 (C)
Decorative Street Light Installation (per pole)	250.00 (C)
Decorative Street Light Maintenance (per pole/per month).....	2.43 (C)

Engineering:

Driveway fee:	
Basic fee.....	50.00 (C)
Additional fee for reinspection	30.00 (C)
Final plat review - per lot	100.00 (C)
Pressure test reinspection fee	100.00 (C)
Project inspection fee:	
Construction cost:	
\$ 0 - \$ 5,000.....	10% of construction cost (M)
\$ 5,000 - \$ 20,000.....	\$500 plus 4% above \$5,000 (M)
Over \$ 20,000	\$1,000 plus 3% above \$20,000 (M)
Lift stop work order	100.00 (M)
Neglect or failure to schedule required inspection.....	100.00 (M)
Failure to have City approved site grading plan on site for inspection	100.00(M)
Right-of-way Permit Fee	90.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

PUBLIC WORKS FEES (CONTINUED)

Engineering, continued:

Right-of-way permit for construction projects utilizing all or part of street/sidewalk (daily rate equals 1/10 of the monthly rate for each day:

Blocking sidewalk\$1,000.00 per month (M)

Blocking lane of traffic:

Over 5,000 vehicles per day\$5,000 per month (M)

Under 5,000 vehicles per day\$2,000 per month (M)

Blocking parking lane:

Inside Central Business District\$3,000 per month (M)

Outside Central Business District\$1,000 per month (M)

Transverse cuts:

Open cut - paved areas (each cut) 270.00 (C)

Open cut - right-of- way (each cut) 110.00 (C)

Open cut - dirt road (each cut) 150.00 (C)

Bore and jack (each operation) 200.00 (C)

Copies of blueprints 5.00 (C)

Keep Winter Park Beautiful:

Personalized park benches, various locations3,500.00 (M)

Dance lessons & sessions80.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

REFUSE SERVICE FEES

Residential Refuse Service Fees	
Residential collection service	\$18.50
Residential recycling cart fee (per recycling cart)	\$2.70
Residential collection service – 2nd solid waste cart	\$9.30
Additional cart maintenance fee for each garbage cart above two	\$77.97
Residential bulk pickup – up to two cubic yards (requires photo and city approval prior to collection)	\$80.55
Residential bulk pickup – each additional cubic yard above two (requires photo and city approval prior to collection)	\$33.57
Bulk yard waste in excess of three yards (per each additional yard)	\$12.00

Multi-Family and Commercial Solid Waste Collection – Uncompacted								
Size/Freq	1	2	3	4	5	6	7	Extra PU (per CY)
95G Cart		\$28.06						
2	\$57.05	\$115.24	\$174.57	\$235.04	\$296.67	\$359.41	\$423.32	\$26.34
3	\$86.00	\$173.72	\$263.15	\$354.28	\$447.14	\$541.69	\$637.96	\$39.60
4	\$115.24	\$232.76	\$352.57	\$474.66	\$599.02	\$725.67	\$854.61	\$52.93
6	\$173.72	\$350.86	\$531.42	\$715.41	\$902.83	\$1,093.65	\$1,287.92	\$79.60
8	\$232.76	\$470.09	\$711.98	\$958.45	\$1,209.46	\$1,465.05	\$1,725.19	\$106.40

Multi-Family and Commercial Solid Waste Collection - Compacted								
Size/Freq	1	2	3	4	5	6	7	Extra PU (per CY)
2	\$94.35	\$192.47	\$294.36	\$400.04	\$509.48	\$622.70	\$739.69	\$65.35
3	\$142.24	\$290.13	\$443.68	\$602.88	\$767.76	\$938.30	\$1,114.50	\$98.19
4	\$190.59	\$388.71	\$594.40	\$807.63	\$1,028.40	\$1,256.72	\$1,492.59	\$131.13
6	\$287.29	\$585.90	\$895.84	\$1,217.10	\$1,549.68	\$1,893.58	\$2,248.80	\$197.02
8	\$384.95	\$784.98	\$1,200.12	\$1,630.34	\$2,075.67	\$2,536.08	\$3,011.62	\$263.14

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

REFUSE SERVICE FEES (CONTINUED)

Multi-Family and Commercial Recyclables Collection

The collection of recyclable materials from multi-family and commercial customers is not governed by the City's franchise agreement with Waste Pro. Please contact Waste Pro at (407) 774-0800 for recycling service options and rates.

Roll-Off and Compactor Collection Services	Customer Rate
Open Top Roll-Off - Per Pull Fee (all sizes)	\$220.59
Compactor - Vertical - Lease	\$235.29
Compactor - 15 cubic yards - Lease	\$470.59
Compactor - 20 cubic yards - Lease	\$500.00
Compactor - 30 cubic yards - Lease	\$529.41
Compactor - 40 cubic yards - Lease	\$558.82
Compactor - Per Pull Fee (all sizes)	\$220.59
Delivery	\$85.00
Gates	\$20.98
Lock Bar	\$29.98
Locks	\$29.98
Roll Out	\$41.98
Wheels	\$41.98

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

STORMWATER FEES

Monthly Stormwater Utility Fees:

Single family residential property: (based on square feet of impervious area:

Class 1 (1,099 and smaller).....	6.59 (C)
Class 2 (1,100 and 1,699)	8.24 (C)
Class 3 (1,700 and 2,299)	9.89 (C)
Class 4 (2,300 and 2,899)	11.56 (C)
Class 5 (2,900 and 3,499)	13.21 (C)
Class 6 (3,500 and 4,099)	14.85 (C)
Class 7 (4,100 and 4,699)	16.51 (C)
Class 8 (4,700 and 5,299)	18.16 (C)
Class 9 (5,300 and 5,899)	19.80 (C)
Class 10 (5,900 and 6,499)	21.66 (C)
Class 11 (6,500 and 7,099)	23.12 (C)
Class 12 (7,100 and 7,699)	24.77 (C)
Class 13 (7,700 and 8,299)	26.41 (C)
Class 14 (8,300 and 8,899)	28.07 (C)
Class 15 (8,900 and higher)	29.72 (C)

Multi-family residential property:

Apartment unit - per dwelling unit.....	8.24 (C)
Condominium unit - per dwelling unit	8.24 (C)
Duplex - per dwelling unit	8.24 (C)

Non-residential/commercial property (per ERU)

(ERU = Equivalent Residential Unit of 2,324 sq. ft.).....	11.56 (C)
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Stormwater Variance Request 200.00 (C)

Illicit Discharges to Storm Sewers and/or Water Bodies (lakes, ponds, canals, etc.):

Unintentional (due to lack of erosion control or the like)	200.00
Intentional (direct dumping into storm sewer or water body)	500.00

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

SHORELINE ALTERATION FEES

Shoreline Alteration Permit:

Vegetation removal	No fee
Revetment or seawall.....	100.00 (C)
Violation of Shoreline Protection Code	500.00 (C)

Dock site plan review (Lakes and Waterways Advisory Board):

Dock only	75.00 (C)
Dock and Boathouse.....	100.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

BOAT USER FEES

Boat Stickers:

Boat sticker costs are computed according to a formula based upon the horsepower (hp) of the motor, plus the length (lg) of the boat, times (*) a set amount.

Annual permit:

City resident	hp + lg * \$0.50 (C)
Non-resident	hp + lg * \$0.75 (C)

Annual commercial permit:

City resident	hp + lg * \$1.00 (C)
Non-resident	hp + lg * \$1.50 (C)

Half-year permit (January 1 to June 30):

City resident	hp + lg * \$0.25 (C)
Non-resident	hp + lg * \$0.375 (C)

Daily user fee(regardless of size of boat and horsepower of motor)..... \$6.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

UTILITY SERVICE FEES

Water and Wastewater:

Commercial plan review fee:	
First review	125.00 (C)
Each revision	50.00 (C)
Utility inspection (per inspection)	40.00 (C)

Cut on/off fee:

Service Activation Fee	29.00 (C)
Service Activation Fee - after 4:30 p.m.	87.00 (C)
Broken Lock	19.00 (C)
Broken Yoke	16.00 (C)
Emergency cut on/off - 7:00 a.m. to 3:30 p.m.	No charge (C)
Emergency cut on/off - 3:30 p.m. to 4:30 p.m.	29.00 (C)
Emergency cut on/off - after 4:30 p.m.	87.00 (C)
Trip charge	29.00 (C)
Non-payment – up to 4:30 p.m.	44.00 (C)
Non-payment - after 4:30 p.m.	87.00 (C)
Broken/damaged curb stop valve replacement fee	90.00 (C)
Metering tampering fee	77.00 (C)

Meter and Service Installation:

Inside City:

5/8 inch * 3/4 inch meter	794.00 (C)
1 inch meter	845.00 (C)
1 ½ inch meter	1,850.00 (C)
2 inch meter	2,047.00 (C)
3 inch meter	see below
4 inch meter	see below
6 inch meter	see below
8 inch meter	see below
10 inch meter	see below

All meters 3" and larger will be calculated at current costs for meter assembly, materials, labor and restoration.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

UTILITY SERVICE FEES (CONTINUED)

Outside City (*):

5/8 inch * 3/4 inch meter	992.00 (C)
1 inch meter	1,060.00 (C)
1 ½ inch meter	2,313.00 (C)
2 inch meter	2,562.00 (C)
3 inch meter	see below
4 inch meter	see below
6 inch meter	see below
8 inch meter	see below
10 inch meter	see below

All meters 3" and larger will be calculated at current costs for meter assembly, materials, labor and restoration plus 25%.

* above fee plus applicable Orange County Right of Way Utilization Fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.

Field Testing Meters (flow test):

5/8 x 3/4 inch meter	29.00 (C)
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Bench Testing Meters:

Cost of Test - by meter size - Outside Service Contracted:

5/8 x 3/4 inch meter	108.00 (C)
1 inch meter	108.00 (C)
1 ½ inch meter	270.00 (C)
2 inch meter	290.00 (C)

Cost of Test - by meter size - In-House City Staff Utilized

3/4 inch meter x 2.0 hours	62.00 (C)
1 inch meter x 2.0 hours	62.00 (C)
1 ½ inch meter x 2.5 hours	73.00 (C)
2 inch meter x 2.5 hours	73.00 (C)

No charges will be assessed to a customer if the meter bench test or field test results are outside acceptable limits.
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Bacteriological Samples Test Fee:

Sampling fee (per sample)	25.00 (C)
Sampling after 3:30 pm (in addition to sampling fee)	35.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

UTILITY SERVICE FEES (CONTINUED)

Water Impact Fees:

Inside City:

5/8 inch * 3/4 inch.....	1,100.00 (C)
1 inch	2,750.00 (C)
1 ½ inch	5,500.00 (C)
2 inch	8,800.00 (C)
3 inch	17,600.00 (C)
4 inch	27,500.00 (C)
6 inch	55,000.00 (C)
8 inch	88,000.00 (C)

Outside City:

5/8 inch * 3/4 inch.....	1,375.00 (C)
1 inch	3,440.00 (C)
1 ½ inch	6,875.00 (C)
2 inch	11,000.00 (C)
3 inch	22,000.00 (C)
4 inch	34,375.00 (C)
6 inch	68,750.00 (C)
8 inch	110,000.00 (C)

Water Main Extension Fees:

Inside City, per foot	actual cost
Outside City, per foot	1.25 times actual cost

Water main extension fees will be allocated to all affected property owners.

Other charges to be calculated along with the water main extension fee are connection fees, meter costs and installation, deposits, and backflow service fees.

Fire Line Installation Fees – includes saddle, tap and tubing to backflow or property line, whichever is closer (inside city):

1 inch fire line	550.00 (C)
2 inch fire line	1,390.00 (C)
Larger than 2 inch fire line	(actual cost at time of installation)

Fire Line Installation Fees – includes saddle, tap and tubing to backflow or property line, whichever is closer (outside city):

1 inch fire line	688.00 (C)
2 inch fire line	2,217.00 (C)
Larger than 2 inch fire line	(actual cost at time of installation)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

UTILITY SERVICE FEES (CONTINUED)

Water Main Tapping Fees (Inside City):

2 inch	158.00 (C)
4 inch	237.00 (C)
6 inch	260.00 (C)
8 inch	300.00 (C)
12 inch	370.00 (C)

Water Main Tapping Fees (Outside City):

2 inch	198.00 (C)
4 inch	298.00 (C)
6 inch	391.00 (C)
8 inch	455.00 (C)
12 inch	555.00 (C)

Meter Relocation Fee:

Inside City:

5/8 inch * 3/4 inch.....	490.00 (C)
1 inch	544.00 (C)
1 ½ inch – 2 inch	1,302.00 (C)
3 inch - 8 inch	Labor and materials (C)

Outside City (*):

5/8 inch * 3/4 inch.....	838.00 (C)
1 inch	919.00 (C)
1 ½ inch – 2 inch	2,176.00 (C)
3 inch - 8 inch	Labor and materials plus 25% (C)

* above fee plus applicable Orange County Right of Way Utilization Fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.

Sewer Impact Fees:

Inside City:

Impact fee - single family	2,700.00 (C)
Impact fee - multiple dwelling	2,700.00 (C)
Impact fee - ERC	2,700.00 (C)

Outside City:

Impact fee - single family	3,375.00 (C)
Impact fee - multiple dwelling	3,375.00 (C)
Impact fee - ERC	3,375.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

UTILITY SERVICE FEES (CONTINUED)

Sewer Laterals:

Installation Fee:

Inside City:

0-6' Deep.....	1,730.00 (C)
6-12' Deep.....	3,850.00 (C)
>12' Deep.....	Actual Cost

Outside City:

0-6' Deep.....	2,625.00 (C)
6-12' Deep.....	5,798.00 (C)
>12' Deep.....	1.25 x actual Cost

FDOT permit application fee 85. 00 (C)

plus applicable Orange County Right-of-Way Utilization Fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County

Hourly charges for city employees and equipment in Utilities Services Division:

Regular rates: (per hour)

Water and Wastewater Construction Manager.....	64.00 (C)
Water Distribution and Wastewater Collection Division Chief	58.00 (C)
Field Supervisor	47.00 (C)
Equipment Operator	35.00 (C)
Foreman/Crew Leader	44.00 (C)
Utility Service Worker	25.00 (C)

Overtime rates: (per hour)

Water and Wastewater Construction Manager	96.00 (C)
Water Distribution and Wastewater Collection Division Chief	73.00 (C)
Field Supervisor	70.00 (C)
Equipment Operator	52.00 (C)
Foreman/Crew Leader	66.00 (C)
Utility Service Worker	37.00 (C)

Holiday rates: (per hour)

Water and Wastewater Construction Manager.....	128.00 (C)
Water Distribution and Wastewater Collection Division Chief	116.00 (C)
Field Supervisor	94.00 (C)
Equipment Operator	70.00 (C)
Foreman/Crew Leader	88.00 (C)
Utility Service Worker	50.00 (C)

Vehicle Charges: (per hour)

Flatbed dump truck	15.00 (M)
Small dump truck.....	15.00 (M)
Tandem dump truck	30.00 (M)
Pickup truck.....	15.00 (M)
Crew cab	20.00 (M)
TV Van	75.00 (M)
Locator (call duty) van	15.00 (M)
Vaccon	85.00 (M)
Semitractor	60.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

UTILITY SERVICE FEES (CONTINUED)

Equipment Charges: (per hour)	
Pumps, daily (bypass and well point)	30.00 (M)
Rubber tire backhoe	50.00 (M)
Trackhoe	75.00 (M)
Portable trailer generator	45.00 (M)
Directional boring machine	50.00 (M)
Harbin	20.00 (M)
Light tower	15.00 (M)
Vactron	20.00 (M)
Easement hose reel	15.00 (M)
Air compressor	15.00 (M)
Bobcat	25.00 (M)
Misc pumps, saws, compacting equipment, locator equipment, lateral TV camera, hand tools, etc.	10.00 (M)
Barricade daily rental (each)	1.10 (M)

Associated material costs shall be calculated at a rate not to exceed actual cost to the City.
Ref: OUC/Winter Park Alliance contract for parts, fittings and supplies.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

WATER AND WASTEWATER USAGE FEES
(COST BASED)

Inside the City Limits				
	Water (Residential)	Water (Commercial/Public Authority)	Water (Irrigation)	Sewer
	Rates per 1,000 gallons of consumption			
Block 1	1.19	1.19	2.53	4.67
Block 2	1.77	1.77	3.38	4.67
Block 3	2.53	2.53	4.33	4.67
Block 4	3.38	3.38	6.28	4.67
Block 5	4.33	4.33	6.28	4.67
Block 6	6.28	4.33	6.28	4.67
Base ERM Charge	8.62	8.62	8.62	10.19
Additional Unit Charge	4.64	4.64	4.64	5.48

Outside the City Limits				
	Water (Residential)	Water (Commercial/Public Authority)	Water (Irrigation)	Sewer
	Rates per 1,000 gallons of consumption			
Block 1	1.49	1.49	3.16	5.83
Block 2	2.21	2.21	4.22	5.83
Block 3	3.16	3.16	5.41	5.83
Block 4	4.22	4.22	7.84	5.83
Block 5	5.41	5.41	7.84	5.83
Block 6	7.84	5.41	7.84	5.83
Base ERM Charge	10.78	10.78	10.78	12.73
Additional Unit Charge	5.80	5.80	5.80	6.85

ERM = Equivalent Residential Meter

Note: sewer charges are capped for residential customers without separate irrigation meters at 14,000 gallons.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

WATER AND WASTEWATER USAGE FEES (CONTINUED)

The Monthly Base Charge is based on the size of the meter. The applicable Equivalent Meter Ratio in the table below multiplied by the Base ERM Charge above determines the monthly Base Charge.

Bills for water, sewer and irrigation service are determined using the applicable rates in the tables above and the block sizes in the tables below based on customer class and meter size.

Block Structure Price Breaks by Meter Size:

Commercial/Public Authority Water Block Structure						
Meter Size in Inches	Equivalent Meter Ratio	Usage Up To				Usage Over:
		Block 1 (1,000 gallons/month)	Block 2 (1,000 gallons/month)	Block 3 (1,000 gallons/month)	Block 4 (1,000 gallons/month)	Block 5 (1,000 gallons/month)
¾	1	4	8	12	20	20
1	2 ½	10	20	30	50	50
1 ½	5	20	40	60	100	100
2	8	32	64	96	160	160
3	16	64	128	192	320	320
4	25	100	200	300	500	500
6	50	200	400	600	1,000	1,000
8	80	320	640	960	1,600	1,600
10	115	460	920	1,380	2,300	2,300

Residential Water Block Structure					
Usage Up To					Usage Over:
Block 1 (1,000 gallons/month)	Block 2 (1,000 gallons/month)	Block 3 (1,000 gallons/month)	Block 4 (1,000 gallons/month)	Block 5 (1,000 gallons/month)	Block 6 (1,000 gallons/month)
4	8	12	16	20	20

Irrigation Water Block Structure			
Usage Up To			Usage Over:
Block 1 (1,000 gallons/month)	Block 2 (1,000 gallons/month)	Block 3 (1,000 gallons/month)	Block 4 (1,000 gallons/month)
4	8	12	12

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

WATER AND SEWER DEPOSITS

Water or Irrigation Deposits:

Inside City:

5/8 inch * 3/4 inch meter	60.00 (C)
1 inch meter	85.00 (C)
1 ½ inch meter	105.00 (C)
2 inch meter	145.00 (C)
3 inch meter	225.00 (C)
4 inch meter	330.00 (C)
6 inch meter	600.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Outside City:

5/8 inch * 3/4 inch meter	75.00 (C)
1 inch meter	100.00 (C)
1 ½ inch meter	130.00 (C)
2 inch meter	165.00 (C)
3 inch meter	270.00 (C)
4 inch meter	375.00 (C)
6 inch meter	690.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Water and Sewer Deposits:

Inside City:

5/8 inch * 3/4 inch meter	105.00 (C)
1 inch meter	120.00 (C)
1 ½ inch meter	150.00 (C)
2 inch meter	420.00 (C)
3 inch meter	510.00 (C)
4 inch meter	600.00 (C)
6 inch meter	885.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Water and Sewer Deposits (continued):

Outside City:

3/4 inch meter	145.00 (C)
1 inch meter	165.00 (C)
1 ½ inch meter	195.00 (C)
2 inch meter	570.00 (C)
3 inch meter	675.00 (C)
4 inch meter	780.00 (C)
6 inch meter	1,140.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

WATER AND SEWER DEPOSITS (CONTINUED)

Water, Sewer and Garbage Deposits (Inside City Only):

3/4 inch meter	135.00 (C)
1 inch meter	150.00 (C)
1 ½ inch meter	180.00 (C)
2 inch meter	450.00 (C)
3 inch meter	540.00 (C)
4 inch meter	630.00 (C)
6 inch meter	915.00 (C)
8 inch meter	Average bill x 3 (C)
10 inch meter	Average bill x 3 (C)

Fire Line Deposits:

Inside City:

1 inch meter	11.25 (C)
2 inch meter	32.00 (C)
3 inch meter	64.00 (C)
4 inch meter	106.50 (C)
6 inch meter	200.00 (C)
8 inch meter	315.00 (C)
10 inch meter	453.00 (C)
12 inch service connection	675.00 (C)
16 inch service connection	980.00 (C)

Outside City:

1 inch meter	14.00 (C)
2 inch meter	40.00 (C)
3 inch meter	80.00 (C)
4 inch meter	133.00 (C)
6 inch meter	250.00 (C)
8 inch meter	393.00 (C)
10 inch meter	566.00 (C)
12 inch service connection	843.00 (C)
16 inch service connection	1,225.00 (C)

Fire Hydrant Meter Deposit..... 2,000.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

ELECTRIC RATES
(COST)

Residential Rates			
Customer Charge	\$	9.55	per month
Energy Charge:			
1 st 1,000 kWh	\$	0.066250	per kWh
All kWh above 1,000	\$	0.078150	per kWh
Fuel Cost Recovery Factor:			
1 st 1,000 kWh	\$	0.0267400	per kWh
All kWh above 1,000	\$	0.0367400	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

Lighting Service (LS-1)			
Fixture and Maintenance Charge (includes energy charge and fuel cost recovery)			Depends upon fixture type
Customer charge (per line of billing):			
Metered accounts	\$	3.49	per month
Non metered accounts	\$	1.22	per month
Energy & demand charge	\$	0.023490	per kWh
Fuel cost recovery factor	\$	0.030810	per kWh
Franchise Fee	\$	0.060000	
Gross Receipts Tax	\$	0.025641	
Electric Utility Tax	\$	0.100000	
Subsequent Re-establishment of service	\$	10.00	

GENERAL SERVICE ELECTRIC RATES

Non-Demand (GS-1)			
Rates will also apply to Temporary Service (TS-1)			
Customer Charges:			
Non Metered Accounts	\$	7.11	per month
Metered Accounts:			
Secondary Delivery Voltage	\$	12.61	per month
Primary Delivery Voltage	\$	159.44	per month
Energy Charge	\$	0.066930	per kWh
Fuel Cost Recovery Factor	\$	0.030810	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only, first \$5,000)		7.4500%	
EL State Sales Tax (commercial only, over \$5,000)		6.9500%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

ELECTRIC RATES (CONTINUED)

Non-Demand (100% Load Factor Usage (GS-2))			
(For customers with fixed wattage loads operating continuously throughout the billing period)			
Customer Charges:			
Non Metered Accounts	\$	7.45	per month
Metered Accounts	\$	13.21	per month
Energy Charge	\$	0.033940	per kWh
Fuel Cost Recovery Factor	\$	0.030810	per kWh
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only, first \$5,000)		7.4500%	
EL State Sales Tax (commercial only, over \$5,000)		6.9500%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

Demand (GSD-1)			
Rates will also apply to Temporary Service (TS)			
Applicable for any customer other than residential with a measurable annual kWh consumption of 24,000 kWh or greater per year			
Customer Charges:			
Secondary Delivery Voltage	\$	13.14	per month
Primary Delivery Voltage	\$	166.20	per month
Demand Charge	\$	4.59	per kWh
Energy Charge	\$	0.038300	per kWh
Fuel Cost Recovery Factor	\$	0.030810	per kWh
Delivery Voltage Credit: when a customer takes delivery at primary voltage, the demand charge will be subject to this credit	\$	0.350000	Per kWh
Metering Voltage Adjustment: When a customer takes delivery at primary voltage, the energy charge, demand charge and delivery voltage credit will be subject to this adjustment		1.0000%	
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only, first \$5,000)		7.4500%	
EL State Sales Tax (commercial only, over \$5,000)		6.9500%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

GENERAL SERVICE ELECTRIC RATES (CONTINUED)

General Service Demand Optional Time of Use (GSDT-1)			
Closed to new customers as of 06-01-2006			
Customer Charges:			
Secondary Delivery Voltage	\$	21.99	per month
Primary Delivery Voltage	\$	178.12	per month
Demand Charges:			
Base Demand	\$	1.15	per kWh
On Peak Demand	\$	3.49	per kWh
Energy Charges:			
On-peak kWh	\$	0.063660	per kWh
Off-peak kWh	\$	0.025820	per kWh
Fuel Cost Recovery Factors:			
On-peak kWh	\$	0.043000	per kWh
Off-peak kWh	\$	0.026740	per kWh
Delivery Voltage Credit: when a customer takes delivery at primary voltage, the demand charge will be subject to this credit	\$	0.350000	Per kWh
Metering Voltage Adjustment: When a customer takes delivery at primary voltage, the energy charge, demand charge and delivery voltage credit will be		1.0000%	
Franchise Fee		6.0000%	
Gross Receipts Tax		2.5641%	
Electric Utility Tax		10.0000%	
EL State Sales Tax (commercial only, first \$5,000)		7.4500%	
EL State Sales Tax (commercial only, over \$5,000)		6.9500%	
Note: only the first \$0.00699 of the Fuel Cost Recovery Factor is subject to the 10.0% electric utility tax.			

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

GENERAL SERVICE ELECTRIC RATES (CONTINUED)

TEMPORARY SERVICE (TS) (Rate from appropriate General Service schedules are applied)	
Applicable to any customer for temporary service such as displays, construction, fairs, exhibits and similar temporary purposes	
Deposit required at the time of initiating service	

Service Charges			
Opening an account at a new service location (permanent connection)	\$	61.00	
Opening an account at a new service location (temporary connection)	\$	104.00	
Utility service application fee	\$	5.00	
Reconnect service	\$	28.00	
Reconnect service after a disconnection for nonpayment or			
Violation of a rule or regulation (up to 4:30)	\$	42.50	
after normal business hours (after 4:30)	\$	85.00	
Dishonored check (NSF)	\$	25.00	Or 5% of the check amount, whichever is greater
Change of account with leaving service active (applicable to multi-housing only)	\$	10.00	
Electric meter tampering fee	\$	75.00	
Disconnect of electric service at the pole (non-payment)	\$	250.00	
Demolition of building (per metering location)	\$	250.00	
Deposit for electric service	\$	250.00	Or two months estimated charges, whichever is greater
Prepare trees around power lines for safe private trimming or removal if necessary			Actual cost

RESIDENTIAL UNDERGROUND SERVICE FEE (applies to single family residential projects only)	
Remodels	3,000.00
Under 400 amp service	3,000.00
400 amp and greater	Cost to serve

Deposit required for electric service:

..... \$250 or two months estimated charges, whichever is greater

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

FIRE LINE FEES

Inside City: (buildings with separate plumbing facilities for fire protection):

Fire line size (flat rate per month):

1 inch service connection	4.25 (C)
2 inch service connection	11.87 (C)
3 inch service connection	23.84 (C)
4 inch service connection	37.02 (C)
6 inch service connection	74.51 (C)
8 inch service connection	119.19 (C)
10 inch service connection	171.39 (C)
12 inch service connection	234.03 (C)
16 inch service connection	339.34 (C)

Outside City: (buildings with separate plumbing facilities for fire protection):

Fire line size (flat rate per month):

1 inch service connection	5.33 (C)
2 inch service connection	14.86 (C)
3 inch service connection	29.78 (C)
4 inch service connection	46.26 (C)
6 inch service connection	93.12 (C)
8 inch service connection	148.96 (C)
10 inch service connection	214.22 (C)
12 inch service connection	292.53 (C)
16 inch service connection	424.19 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

CROSS CONNECTION CONTROL PROGRAM FEES

Backflow testing charge (per device inside City).....35.00 (M)

Backflow testing charge (per device outside City)40.00 (M)

Replacement charges:

Inside City:

1 inch PVB 160.00 (C)

1 inch Reduced pressure..... 265.00 (C)

1 ½ inch PVB 365.00 (C)

1 ½ inch Reduced pressure..... 420.00 (C)

2 inch PVB 420.00 (C)

2 inch Reduced pressure..... 510.00 (C)

Outside City:

1 inch PVB 200.00 (C)

1 inch Reduced pressure..... 330.00 (C)

1 ½ inch PVB 450.00 (C)

1 ½ inch Reduced pressure..... 525.00 (C)

2 inch PVB 525.00 (C)

2 inch Reduced pressure..... 635.00 (C)

Repair charges:

Repair ¾" – 1" backflow preventors (includes parts and labor) 35.00 (C)

Repair 1 ¼" – 2" backflow preventors (includes parts and labor) 65.00 (C)

All above fees will be added to the customer's next utility bill after the work is completed and satisfactorily tested.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

UTILITY DEMOLITION DISCONNECT FEES

Utility disconnects for demolition:

Inside City:

Water services (cut and cap behind meter @ property line and installation of hose bib stand):

5/8" * 3/4" - 1"	60.00 (C)
1.5" - 3"	84.00 (C)
4"	132.00 (C)
6"	158.00 (C)
8"	199.00 (C)

Fire lines (cut and cap @ property line):

2"	36.00 (C)
4"	133.00 (C)
6"	158.00 (C)
8"	199.00 (C)

Sanitary sewer laterals (cut and cap & install cleanout @ property line):

Up to 6" (per line), 6' deep or less	285.00 (C)
Up to 6" (per line), greater than 6' deep	575.00 (C)

Electric services 260.00 (C)

Outside City:

Water services (cut and cap behind meter @ property line and installation of hose bib stand):

5/8" * 3/4" - 1"	75.00 (C)
1.5" - 3"	105.00 (C)
4"	166.00 (C)
6"	198.00 (C)
8"	248.00 (C)

Fire lines (cut and cap @ property line):

2"	45.00 (C)
4"	166.00 (C)
6"	198.00 (C)
8"	248.00 (C)

Sanitary sewer laterals (cut and cap & install cleanout @ property line):

Up to 6" (per line), 6' deep or less	370.00 (C)
Up to 6" (per line), greater than 6' deep	719.00 (C)

Electric services 260.00 (C)

Fire hydrant relocation fee:

Inside City	1,902.00 (C)
Outside City	2,377.00+ (C)

applicable Orange County permit fees. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

LINE STOP FEES

Inside City:

Line stop fees (with contractor or owner support):

4", single.....	1,888.00 (C)
4", double	3,649.00 (C)
6", single.....	2,282.00 (C)
6", double	4,437.00 (C)
8", single.....	2,416.00 (C)
8", double	4,703.00 (C)
10", single.....	2,953.00 (C)
10", double	5,779.00 (C)
12", single.....	3,120.00 (C)
12", double	6,164.00 (C)

Line stop fees (with no support from contractor or owner):

4", single.....	2,845.00 (C)
4", double	5,578.00 (C)
6", single.....	3,239.00 (C)
6", double	6,366.00 (C)
8", single.....	3,372.00 (C)
8", double	6,632.00 (C)
10", single.....	3,910.00 (C)
10", double	7,708.00 (C)
12", single.....	4,077.00 (C)
12", double	8,042.00 (C)

Outside City:

Line stop fees (with contractor or owner support):

4"0, single.....	2,360.00 (C)
4", double	4,561.00 (C)
6", single.....	2,853.00 (C)
6", double	5,546.00 (C)
8", single.....	3,020.00 (C)
8", double	5,879.00 (C)
10", single.....	3,691.00 (C)
10", double	7,224.00 (C)
12", single.....	3,900.00 (C)
12", double	10,053.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

LINE STOP FEES (CONTINUED)

Outside City:

Line stop fees (with no support from contractor or owner):

4", single.....	3,556.00 (C)
4", double	6,973.00 (C)
6", single.....	4,049.00 (C)
6", double	7,958.00 (C)
8", single.....	4,215.00 (C)
8", double	8,290.00 (C)
10", single.....	4,888.00 (C)
10", double	9,635.00 (C)
12", single.....	5,096.00 (C)
12", double	10,053.00 (C)

Support from contractor or owner includes assisting the line stop procedure by excavating around pipe, and provide backhoe as needed. Additional costs may be assessed due to extensive restoration costs as required by FDOT or Orange County.

No support from contractor or owner would indicate that the City will perform the line stop procedure entirely with no assistance from the contractor or owner.

Fees include all fittings and materials required to complete line stop.

Plus Orange County right-of-way permit use fees

Perform Electro Fusion Process for HDPE Couplings and Fittings (2" – 12", two couplings or fittings max:

Inside City	258.66 (C)
Outside City	323.00 (C)

Contractor to prepare work area or excavation, HDPE pipe to be exposed and clean in a safe working environment. City crew will prep pipe and supply necessary equipment to perform electro fusion process. Contractor to furnish couplings or fittings. Additional couplings/fittings shall be fused at the same rate as above. If in the County, City is to be named on the Orange County Permit to enable work to be performed under contractors permit.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

INSTA-VALVE FEES

Inside City:

Insta-valve fees (with contractor or owner support):

4"	3,690.00
6"	3,992.00
8"	4,671.00
10"	6,281.00
12"	7,425.00

Inside City:

Insta-valve fees (with no support from contractor or owner):

4"	4,922.00
6"	4,948.00
8"	5,324.00
10"	7,341.00
12"	8,382.00

Outside City:

Insta-valve fees (with contractor or owner support):

4"	4,614.00
6"	4,990.00
8"	6,631.00
10"	7,851.00
12"	11,275.00

Outside City:

Insta-valve fees (with no support from contractor or owner):

4"	6,153.00
6"	6,185.00
8"	6,655.00
10"	9,176.00
12"	10,478.00

Support from contractor or owner includes assisting the Insta-vale procedure by excavating around pipe, and provide backhoe as needed.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

INDUSTRIAL WASTE FEES

A formula is used to determine the surcharges. The surcharge is proportionate to the water consumption and exceedance of any or all of BOD, TSS or oil and grease. The more water used, the higher the surcharge will be, likewise, the less water used the lower the surcharge will be.

The charges are based on three factors:

- Biological Oxygen Demand (BOD) 300 mg/L
- Total Suspended Solids (TSS) 300 mg/L
- Oil and Grease 100 mg/L

Biological Oxygen Demand (BOD):

BOD is a measurement of the amount of oxygen being depleted in the wastewater. Oxygen depletion can occur because of a number of reasons. The main reason is the decaying of organics. Anything that had life in it at one time will use oxygen in its decaying process. Oxygen is critical for the proper treatment of wastewater. It is very expensive to oxidize wastewater. This test is performed by an independent laboratory. It takes five days to get the results back. The maximum allowable limit is 300 mg/L.

Total Suspended Solids (TSS):

Total Suspended Solids are any solids that will not settle in moving water. This test is performed by an independent laboratory. The laboratory bakes the water out of the sample. The maximum allowable limit is 300 mg/L.

Oil and Grease:

Any petroleum product, oil based product, or animal or vegetable fat will show up as an oil or grease. An independent laboratory on an as needed basis performs this test. The maximum allowable limit is 100 mg/L.

Formula for calculation- Test results from all 3 parameters express in mg/l will be added for the total surcharge amount plus laboratory fees.

Milligrams per liter TSS-300 times the monthly flow expressed MGD $(60,000=0.060)*3.66=$

Milligrams per liter BOD-300 times the monthly flow expressed MGD $(60,000=0.060)*3.66=$

Milligrams per liter Oil & Grease 100 times the monthly flow expressed MGD $(60,000=0.060)*3.66=$

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

INDUSTRIAL WASTE FEES (CONTINUED)

Re-inspection fees40.00 (M)

The IW inspector shall inspect any repairs, replacements or other deficiencies and shall provide written notice of compliance or noncompliance. In the event of continuing noncompliance, re-inspections will be performed.

Hauler registration fee.....40.00 (M)

Registrations shall be effective for a period of three years. The registration required by the City shall be in addition to any other permits, registrations, or occupational licenses required by federal, state, and local agencies having lawful jurisdiction. The registration is not transferable.

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

PUBLIC SAFETY FEES

POLICE FEES AND FINES:

Administration Fees:

Copies:

Parking or uniform traffic citation	0.15 (S)
Double sided copies	0.20 (S)
Certified copies	1.00 (S)
Reports except traffic or homicide (per page)	0.15 (S)
Traffic or homicide reports	25.00 (S)
Fingerprinting of civilians (except employee applicants) (city residents)	5.00 (C)
Fingerprinting of civilians (except employee applicants) (non-residents)	10.00 (C)
Photographs, recordings and videos on CD	1.00 (S)
Audio tapes (including 911 calls)	1.00 (S)
Video copy of DUI cases	1.00 (S)
Background checks	5.00 (C)
Crash report	2.00 (S)
Good conduct letter	10.00 (C)

Research for public records requests estimated at thirty minutes or more will require a deposit based on the estimated time to complete the request and the hourly rate of the employee completing the request and computer time.

Off-Duty Police Services (three hour minimum):

Regular Off-Duty Rates per Hour:

Police officer	40.00 (C)
Details requiring a police supervisor	45.00 (C)

Holiday Off-Duty Rates per Hour:

Police officer	50.00 (C)
Details requiring a police supervisor	55.00 (C)

Civil Penalty Fines:

Interference with overtime parking enforcement	50.00 (M)
Tampering with immobilization device	100.00 (M)
Removal of immobilization device by enforcement officer	75.00 (M)
Skateboarding within central business district	10.00 (M)

Responding to false alarms:

First response	0.00
Second and third response within 6 months of first response	0.00
Business:	
Fourth response within 6 months of third response	50.00 (M)
All succeeding responses within 6 months of the last response	100.00 (M)
Residential:	
Fourth response within 6 months of third response	25.00 (M)
All succeeding responses within 6 months of the last response	50.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

PUBLIC SAFETY FEES (CONTINUED)

Parking Fines: *

Each fine amount includes a \$5.00 surcharge as authorized by Florida State Statute 316.660(4)(a)&(b) and City Code 98.91 to fund the School Crossing Guard programs within the City of Winter Park

Blocking drive or roadway (travel lane/obstructing traffic).....	25.00 (M)
Bus zone or taxi stand.....	25.00 (M)
Disabled only/permit required.....	255.00 (S)
Double parking	25.00 (M)
Extended over lines	25.00 (M)
Fire lane/hydrant/red curb	110.00 (S)
Loading zone (commercial vehicles only)	25.00 (M)
Other	25.00 (M)
On parkway	25.00 (M)
On sidewalk/crosswalk	25.00 (M)
Over posted time limit.....	25.00 (M)
Parking prohibited (yellow curb/no sign)	25.00 (M)
Rear or left wheels to curb	25.00 (M)
Successive overtime (each offense)	45.00 (M)
Unauthorized (reserved) space	25.00 (M)
Where signs prohibit.....	25.00 (M)
Movement of vehicle in Central Business District to circumvent posted parking restrictions	55.00 (M)

* After five days, an additional \$5.00 will be assessed for any of the parking fines listed above.

* After receiving a mailed <i>Notice of Summons</i> for any or the above parking fines, an additional \$15.00 will be assessed.

Traffic signal violations:

Red light camera infraction	158.00 (S)
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

PUBLIC SAFETY FEES (CONTINUED)

FIRE FEES:

EMS Transport Fee:

Transport:	
BLS.....	720.00 (M)
ALS1.....	925.00 (M)
ALS2.....	1,028.00 (M)

Plus distance transported from incident location to medical facility . 12.00 per mile (M)
HIPAA qualified patient information package (per patient event)..... 50.00 (C)

Motor Vehicle Fire Response:

Motor Vehicle Fire Response: 500.00 (M)

False Alarm Response fee:

First response.....	0.00 (M)
Second and third response within 6 months of first response.....	0.00 (M)
Fourth response within 6 months of third response	100.00 (M)
All succeeding within 6 months of the last response.....	250.00 (M)
Known alarm is activated by on scene construction workers or alarm company technicians.....	200.00 (M)

Fire/Rescue Service fees:

Hourly Charges for city employees and equipment:
Command unit/Chief officer, per hour or part thereof..... 125.00 (C)
Engine company, per hour or part thereof..... 225.00 (C)
Ladder company, per hour or part thereof..... 275.00 (C)
Rescue unit, per hour or part thereof 200.00 (C)
Special needs..... Figured on a cost recovery basis (C)
Hazardous materials cost recovery fees and/or response to intentional, malicious or
negligently incidents are based on the cost of manpower, equipment and materials
used.

Fire inspections:
After hour inspections..... 200.00 (C)
Maintenance reinspection fee:
First reinspection No Charge (M)
Second reinspection..... 40.00 (M)
Third reinspection..... 60.00 (M)
Fourth reinspection..... 100.00 (M)
Any subsequent reinspections 100.00 (M)

Inspector Training fee, per project (\$1,000 minimum project value) 25.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

PUBLIC SAFETY FEES (CONTINUED)

Licensing Fees:

Health Department inspections	40.00 (M)
HRS inspections.....	40.00 (M)
Occupational License inspections	40.00 (M)

Permits By Use: (annual registration fee)

Ammunition, explosives and blasting agents	40.00 (M)
Burn permits (bonfires).....	40.00 (M)
Cryogenic fluids.....	40.00 (M)
Dry cleaning plants.....	40.00 (M)
Fire lane permits	40.00 (M)
Fireworks.....	40.00 (M)
Flammable/combustible liquids	40.00 (M)
High piled combustible stock.....	40.00 (M)
Hazardous chemicals.....	40.00 (M)
LP gas	40.00 (M)
Lumber storage	40.00 (M)
Places of assembly	40.00 (M)
Repair garages.....	40.00 (M)
Tents and air supported structures	40.00 (M)

Plans Review Fees:

Construction plans review - new and existing:	
\$1,000 value or less (no inspector training fee).	25.00 (M)
\$1,001 value or over.....	55.00 plus 0.05% of total work (M)
Revised plans.....	25.00 (unless more than 50% of original plan, then full fee applies) (M)
Construction inspections	25.00 or 1/2% of valuation (whichever is greater) (M)
After hour inspections.....	200.00 (M)
Construction reinspection fees:	
First reinspection	40.00 (M)
Second reinspection.....	50.00 (M)
Additional reinspection	100.00 (M)

Special Detail Services:

Personnel requested or required to be detailed for	
Special events (minimum of 3 hours)	35.00 per hour/per employee (C)
Special events (supervisor, if necessary).....	\$45.00 per hour/per supervisor (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

PUBLIC SAFETY FEES (CONTINUED)

Public Education Services:

Fire station birthday party program:

Basic program	175.00 (C)
Plus \$5.00 per person up to a maximum of 20 attendees	
First aid class (per student)	20.00 (C)
CPR classes (per student)	35.00 (C)
Combination first aid and CPR class (per student)	50.00 (C)
Babysitter training class (per student)	55.00 (C)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

PARKS AND RECREATION FEES

Adult Sports Team Fees:

Flag Football and Softball	\$450.00 (M)
Men's Basketball League Team Fee.....	\$350.00 (M)

Field Rental Rates: 50% of field rental fees allocated to field maintenance fund.

Cady Way, Martin Luther King, Jr. and Ward Park Baseball, Softball and Multipurpose fields A-1, A-2, C and Showalter East Multipurpose Fields 1, 2:

Before 5:00 p.m., per hour	29.00 (C)
After 5:00 p.m., per hour	52.00 (C)
Unscheduled or late reservation rates (less than two full business days), per hour/before 5:00 pm.....	50.00 (M)
Unscheduled or late reservation rates (less than two full business days), per hour/after 5:00 pm.....	75.00 (M)
Field prep (lines), per field each time (standard lining multipurpose field)	50.00 (C)
Field prep (lines), per field each time (multi lining multipurpose field).....	100.00 (C)
Field prep (lines), late reservations per multipurpose field Standard lines... (less than two full business days notice)	100.00 (C)
Field prep (lines), for late reservations per multipurpose field Multi lines..... (less than two full business days notice)	150.00 (C)
Field prep (lines), per field each time (standard lining Baseball/Softball).....	25.00 (C)
Field prep (lines), per field each time (specialty lining Baseball/Softball).....	50.00 (C)
Field prep (lines), for late reservations per Baseball Softball field	50.00 (C)

All day (8:00 am to 9:00 pm)	450.00 (C)
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Winter Park Youth League Fee: (specific guidelines apply)

Martin Luther King, Jr., Showalter East 1,2 and Ward A1, A2, C	25.00 (C)
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Continuous rate hourly (specific guidelines must be met):

20% discount for Ward A1, A2, C, Showalter East 1,2 (specific guidelines required)	
Before 5:00 pm.....	23.00 (C)
After 5:00 pm.....	42.00 (C)

Ward Park Field B:

Before 5:00 p.m., per hour	40.00 (C)
After 5:00 p.m., per hour	75.00 (C)
Unscheduled or late reservation rates (less than two full business days), per hour/before 5:00 pm.....	50.00 (M)
Unscheduled or late reservation rates (less than two full business days), per hour/after 5:00 pm.....	75.00 (M)
Field prep (lines), per field each time (standard lining)	50.00 (C)
Field prep (lines), per field each time (multi lining).....	100.00 (C)
Field prep (lines), for late reservations per field Standard lining	100.00 (C)
(less than two full business days)	
Field prep (lines), for late reservations per field Multi lining	150.00 (C)
(less than two full business days)	

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

PARKS AND RECREATION FEES (CONTINUED)

Ward Park Field B (continued):

All day (8:00 am to 9:00 pm)	450.00 (C)
Winter Park Youth League Fee Field B:	30.00 (C)
20% discount for Ward B, C and D (specific guidelines required)	
Continuous rate hourly (specific guidelines must be met):	
Before 5:00 pm	32.00 (C)
After 5:00 pm	60.00 (C)

Showalter Stadium: Non profits/youth groups will receive 20% discount.
25% of Stadium rental fees allocated to field maintenance
account.

Track Only (less than 400 people, 2 hour minimum, includes starting blocks)	
Deposit	100.00 (M)
Before 5:00 p.m., per hour	29.00 (M)
After 5:00 p.m., per hour	52.00 (M)
Full Day 8:00 a.m. to 5:00 p.m.	225.00 (M)
Half Day 8:00 a.m. to 12:00 p.m. or 2:00 p.m. to 6:00 p.m.....	125.00 (M)
Full Evening 5:00 p.m. to 10:00 p.m.....	225.00 (M)
Field Only (less than 400 people, 2 hour minimum,)	
Deposit	500.00 (M)
Before 5:00 p.m., per hour	50.00 (M)
After 5:00 p.m., per hour	75.00 (M)
Full Day 8:00 a.m. to 5:00 p.m.	350.00 (M)
Half Day 8:00 a.m. to 12:00 p.m. or 2:00 p.m. to 6:00 p.m.....	175.00 (M)
Full Evening 5:00 p.m. to 10:00 p.m.....	350.00 (M)
Stadium (includes scoreboard, 1 scoreboard operator, track, equipment package, Ward C and Showalter East Fields. Video display scoreboard not included)	
Deposit	1000.00 (M)
Full Day 8:00 a.m. to 5:00 p.m.	1500.00 (M)
Half Day 8:00 a.m. to 12:00 p.m. or 2:00 p.m. to 6:00 p.m.....	900.00 (M)
Full Evening 5:00 p.m. to 10:00 p.m.....	1500.00 (M)
Concession Stand (2 hour minimum)	
Deposit	500.00 (M)
Hourly	50.00 (M)
Full Day 8:00 a.m. to 5:00 p.m.	350.00 (M)
Half Day 8:00 a.m. to 12:00 p.m. or 2:00 p.m. to 6:00 p.m.....	175.00 (M)
Full Evening 5:00 p.m. to 10:00 p.m.....	350.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

PARKS AND RECREATION FEES (CONTINUED)

Showalter Field Fees Continued:

Equipment (includes pole vault pads and standards, high jump pads and standards,
One discus cage, starting blocks, one shotput circle and 100 hurdles)
Deposit 100.00 (M)
Individual Equipment 50.00 (M)
Package 200.00 (M)
*equipment fees allocated to a replacement account

Scoreboard Advertising Signage and Video Display
3x4 panel per year, one year contract 10,000.00 (M)
3x4 panel per year, two year contract 8,000.00 (M)
4x4 panel per year, one year contract 15,000.00 (M)
4x4 panel per year, two year contract 13,000.00 (M)

Showalter Track Membership October 1 through September 30 Prorated
Monthly Resident 20.00 (M)
Monthly Non Resident 30.00 (M)
Annual Resident 150.00 (M)
Annual Non Resident 225.00 (M)

Trainer/Instructor: Less than 10 students, October 1 through September 30 Prorated
Monthly 50.00 (M)
Yearly 500.00 (M)

Video Scoreboard
Hourly per staff member for operations 50.00 (M)

Program Fees:

Recreation ID Card:

Resident, Military or 1st Responder 0.00 (M)
Non-resident 15.00 (M)
Card Replacement Fee 5.00 (C)

After School Program:

Resident(monthly) 40.00 (M)
Non-resident (monthly) 65.00 (M)
Registration fee 25.00 (M)
Fee for students qualifying for reduced lunch, (monthly), (City residents only) ... 25.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

PARKS AND RECREATION FEES (CONTINUED)

After School Program (continued):

Fee for students qualifying for free lunch, (monthly), (City residents only) 15.00 (M)

Teen Summer Camp Program (completed grades 5 – 7, per week):

Resident	45.00 (M)
Each Additional Resident Child in same family	30.00 (M)
Free/reduced lunch programs, per child	30.00 (M)
Non-resident	65.00 (M)
Additional non resident child	45.00 (M)
Registration fee	25.00 (M)

Summer Camp Program (completed grades K – 4, per week):

Resident:

1 st child in family	75.00 (M)
Each additional child in family	60.00 (M)

Non-resident.....	95.00 (M)
Non Resident Additional Child	75.00 (M)
Reduced lunch, 1 st child	25.00 (M)
Registration Fee	25.00 (M)
Free lunch,	15.00 (M)
Registration Fee	25.00 (M)

School's Out Program (single day camp during school year holidays):

Resident, per day	10.00 (M)
Non-resident, per day.....	15.00 (M)
After School Participant.....	5.00 (M)

Holiday Camps:

Half Session – 2-3 Days

Resident	45.00 (M)
Non-resident.....	60.00 (M)
After School Participant.....	25.00 (M)

Full Session – 4-5 Days

Resident	60.00 (M)
Non-resident,.....	85.00 (M)
After School Participant,	30.00 (M)

Middle School After School Program:

Resident, with Recreation ID card	0.00 (M)
Non-Resident with Recreation ID card (per week)	20.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

PARKS AND RECREATION FEES (CONTINUED)

Other:

Late pick up fee:	
1 st 30 minutes	5.00 (M)
Each additional 15 minutes	5.00 (M)
Late payment fee	5.00 (M)

General Program Guidelines:

 Youth/Teen Program Fees (based on minimum enrollment) Direct Cost

 Adult Programs (based on minimum enrollment).....Direct Costs plus 15%

 Contracted program fees will not exceed 110% of the regional market rate for a similar program. CRA funded programs will be offered at a zero to nominal fee.

Community Center Pool:

Daily (Resident, Military or 1 st Responder).....	2.00 (M)
Daily (non-resident)	4.00 (M)
Group rate (residents, over 15 guests in a group, per group member)	1.50 (M)
Group rate (non-residents, over 15 guests in a group, per group member).....	3.50 (M)
Ten visit punch pass (resident)	15.00 (M)
Ten visit punch pass (non-resident)	30.00 (M)
Pool rental:	
Less than thirty guests (hourly, 2 hour minimum)	100.00 (M)
Additional hourly fee per fifteen guests over initial thirty guests.....	15.00 (M)
Deposit	100.00 (M)
Pool Party – 2 hours, maximum of 40 guests, normal operational hours.....	125.00 (M)
Individual Pool Pass – (Resident, Military or 1 st Responder)	55.00 (M)
Individual Pool Pass – (non-resident)	80.00 (M)
Family Pool Pass – (residents, up to 5 family members per pass).....	150.00 (M)
Family Pool Pass – (non-residents, up to 5 family members per pass).....	225.00 (M)
Family Pool Pass – (CRA residents, up to 5 family members per pass).....	105.00 (M)
Lap Swim Pass – (Resident, Military or 1 st Responder).....	35.00 (M)
Lap Swim Pass – (non-resident).....	50.00 (M)
Lap Swim Pass – (CRA resident).....	30.00 (M)

Swim Lessons

Resident Group lessons.....30.00(M)

Non-Resident Group lessons.....40.00(M)

Private Lessons

1 lesson.....	30.00(M)
5 lessons.....	125.00(M)
10 Lessons.....	200.00(M)

Semi Private Lessons

1 lesson.....	35.00(M)
5 lessons.....	140.00(M)
10 Lessons.....	235.00(M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

PARKS AND RECREATION FEES (CONTINUED)

Fitness/Weight Room:

Annual Pass:

Resident, Military or 1st Responder85.00 (M)

Non-resident.....160.00 (M)

CRA area resident.....60.00 (M)

Corporate rate:

Gold (includes 60 vouchers, \$60 each per year for each additional
voucher over 60, provides access to lap swim, open gym, and
open volleyball).....750.00 (M)

Silver (includes 10 vouchers, \$65 each per year for each additional
voucher over 10, provides access to lap swim, open gym, and
open volleyball).....500.00 (M)

Fitness/Weight Room (continued):

Bronze (includes 5 vouchers, \$70 each per year for each additional
voucher over 10, provides access to lap swim, open gym, and
open volleyball).....250.00 (M)

Youth Annual Pass (ages 14-21, ages 14-16 will be required to attend training)

Resident30.00 (M)

Non-resident.....50.00 (M)

Monthly Pass:

Resident, Military or 1st Responder15.00 (M)

Non-resident.....25.00 (M)

CRA area resident.....10.00 (M)

City employee.....10.00 (M)

Daily pass, all users5.00 (M)

Senior Program

Resident, Military or 1st Responder Free with Recreation ID

Non Resident Single Day \$2.00

Non Resident Annually..... \$15.00

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

CEMETERY FEES

Palm Cemetery:

Single space - resident.....	5,000.00 (M)
Single space – qualified non-resident	5,500.00 (M)
Cremation space - resident	850.00 (M)
Cremation space – qualified non-resident.....	900.00 (M)
Baby space	150.00 (M)
Qualified non-resident baby space.....	170.00 (M)
Interment of cremains:	
Weekdays.....	350.00 (M)
Saturdays	450.00 (M)
Tent for cremains interment:	
Weekdays.....	1,000.00 (M)
Saturdays	1,200.00 (M)
Opening and closing charges:	
Weekdays.....	1,200.00 (M)
Weekdays, for graveside services beginning after 5:00 pm).....	1,300.00 (M)
Saturdays	1,500.00 (M)
Infant burial.....	750.00 (M)
Disinterment of vault (weekdays only, rules apply)	1,200.00 (M)
Mausoleum space (limited number of spaces).....	80,000.00 (M)
Extra Tent for graveside service	100.00 (M)
Extra set of chairs	50.00 (M)

Pineywood Cemetery:

Single space - resident.....	2,500.00 (M)
Single space – qualified non-resident	3,000.00 (M)
Baby space	150.00 (M)
Qualified non-resident baby space.....	170.00 (M)
Cremation space - resident	650.00 (M)
Cremation space – qualified non-resident.....	700.00 (M)
Interment of cremains:	
Weekdays.....	350.00 (M)
Saturdays	450.00 (M)
Tent for cremains interment:	
Weekdays.....	1,000.00 (M)
Saturdays	1,200.00 (M)
Opening and closing charges:	
Weekdays.....	1,200.00 (M)
Weekdays, for graveside services beginning after 5:00 pm).....	1,300.00 (M)
Saturdays	1,500.00 (M)
Infant burial.....	750.00 (M)
Disinterment of vault (weekdays only, rules apply)	1,200.00 (M)
Extra Tent for graveside service	100.00 (M)
Extra set of chairs	50.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

CEMETERY FEES (CONTINUED)

Columbarium:

Single or Double space:

Resident	2,200.00 (M)
Qualified non-resident	2,800.00 (M)
Interment (Saturday)	350.00 (M)
Tent for columbarium interment	1000.00 M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

GOLF COURSE FEES (all include sales tax)

Green Fees November-April (Residents/Non-residents):

Resident Monday-Thursday	14.00 (M)
Non Resident Monday - Thursday	16.00 (M)
Resident Friday – Sunday, Holidays	17.00 (M)
Non Resident Friday – Sunday, Holidays	19.00 (M)

Green Fees May-October (Residents/Non-residents):

Resident Monday-Thursday	12.00 (M)
Non Resident Monday - Thursday	14.00 (M)
Resident Friday – Sunday, Holidays	15.00 (M)
Non Resident Friday – Sunday, Holidays	17.00 (M)

Green Fees:

Replay rate for all players	7.00 (M)
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Annual Play Pass:

Single resident,	900.00 (M)
Single non-resident	1080.00 (M)
Corporate (4 members).....	5,000.00 (M)
Premier Partnership	20,000.00 (M)

Cart Rental:

Electric Cart 9-Hole – Single (includes sales tax)	10.00 (M)
Pull cart (includes sales tax)	3.00 (M)
Club Rental (includes tax).....	10.00 (M)

Tournament Fees (includes tax):

Weekday Night scramble (36 person minimum)	1000.00 (M)
Each additional golfer above 36	35.00 (M)
Weekend Night scramble (36 person minimum)	1900.00 (M)
Each additional golfer above 36	35.00 (M)
Weekday Private scramble (36 person minimum).....	1,600.00 (M)
Each additional golfer above 36	25.00 (M)
Weekend Private scramble (36 person minimum)	2500.00 (M)
Each additional golfer above 36	25.00 (M)

Groupon and other such marketing discounts as well as seasonal discounts may be offered at the discretion of the City Manager

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

GOLF COURSE FEES (CONTINUED)

Golf lessons:

Individual lessons:

Half hour.....	50.00 (M)
Hour	80.00 (M)
3 hour package	210.00 (M)
5 hour package	300.00 (M)
10 hour package	500.00 (M)

Playing lessons, per person:

9 holes	125.00 (M)
18 holes.....	200.00 (M)

Group lessons, per person:

One hour package:

2 students.....	60.00 (M)
3 students.....	50.00 (M)
4 students.....	40.00 (M)

Three hour package:

2 students.....	150.00 (M)
3 students.....	120.00 (M)
4 students.....	90.00 (M)

Five hour package:

2 students.....	200.00 (M)
3 students.....	150.00 (M)
4 students.....	120.00 (M)

Ten hour package:

2 students.....	300.00 (M)
3 students.....	200.00 (M)
4 students.....	150.00 (M)

Course Rental

Full Course Rental – Daily 7am to Dusk Events - Free to Public	6,000.00 (M)
Full Course Rental – Daily 7am to Dusk – Paid Admission Events.....	12,000.00 (M)
Admission/Income percentage subject to negotiation.	

Croquet Court Rental –

Daily Rate Only – Free to Public or Private	\$1000.00 (M)
Daily Rate Only – Paid Admission Events	\$2000.00 (M)

Putting Course Rental

Full Day – Free to Public or Private	\$1000.00 (M)
Half Day – Free to Public or Private	\$500.00 (M)
Full Day – Paid Admission Events	\$2000.00 (M)
Half Day – Paid Admission Events.....	\$1000.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

TENNIS FEES

Tennis Court Rental:

Annual Play Pass Fees:

Six-Month Annual Play Passes:

All Courts:

Resident – one adult.....	203.00 (M)
Resident - family (2 or more)	302.00 (M)
Non-resident - one adult	270.00 (M)
Non-resident - family (2 or more).....	359.00 (M)
Seniors receive a \$25 discount on adult price (age 65 years or older)	

Hard Courts Only:

Resident- one adult	94.00 (M)
Resident - family (2 or more)	165.00 (M)
Non-resident - one adult	170.00 (M)
Non-resident - family (2 or more).....	278.00 (M)
Seniors receive a \$25 discount on adult price (age 65 years or older)	

Annual Play Passes:

All Courts:

Resident one adult.....	370.00 (M)
Resident - family (2 or more)	539.00 (M)
Non-resident - one adult	479.00 (M)
Non-resident - family (2 or more).....	633.00 (M)
Seniors receive a \$25 discount on adult price (age 65 years or older)	

Hard Courts Only:

Resident- one adult	173.00 (M)
Resident - family (2 or more)	303.00 (M)
Non-resident - one adult	277.00 (M)
Non-resident - family (2 or more).....	411.00 (M)
Seniors receive a \$25 discount on adult price (age 65 years or older)	

FOR HARD COURTS: With hard court punch card, pay additional \$1.00 to upgrade to clay. With hard court membership, pay additional \$2.00 to upgrade to clay courts up to six upgrades. After six upgrades, member may plan on clay only by upgrading membership to ALL COURT, 10 play punch card or clay court fee.

Non-Play Pass Fees (\$1.00 off with Facility Use Card pre-tax):

Singles - 1 ½ hours; Doubles - 2 hours (Residents)

Clay court (includes tax).....	6.00 (M)
Hard court (includes tax).....	5.00 (M)

Child, non-prime time, hourly:

Hard court (includes tax):

Resident	3.00 (M)
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Soft court (includes tax):

Resident	4.00 (M)
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CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

TENNIS FEES (CONTINUED)

Tennis Passes: (10 play passes)

Clay courts:

Pass60.00 (M)

Hard courts:

Pass55.00 (M)

Adult Tennis Programs:

Beginning/Intermediate, various times, four week sessions.....90.00 (M)

Elite Training Programs:

Four week sessions, times and age groups vary.

2 day per week program per week390.00 (M)

3 day per week program per week550.00 (M)

4 day per week program per week680.00 (M)

5 day per week program per week825.00 (M)

Pre-Tournament Level Training Levels 1 and 2 Per Week200.00 (M)

Junior Tennis Programs:

Six week program per week:

1 day per week.....90.00 (M)

2 days per week165.00 (M)

Home School Clinic.....50.00 (M)

Advanced Juniors Weekly265.00 (M)

Adult/Junior Tennis Program pricing based upon a \$75 court clinic fee.

Summer Camps:

Pre-Tournament Camp Weekly280.00 (M)

Recreational Tennis Camp Weekly Full day230.00 (M)

Half day160.00 (M)

Other Tennis Fees:

Private lessons, fee dependent on instructor, hourly40.00 – 95.00 (M)

Semi-private lessons, fee dependent on instructor, half hour45.00 – 100.00 (M)

Group lessons, hourly75.00 (M)

Team clinic, hourly85.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

TENNIS FEES (CONTINUED)

Junior tournament entry fee	38.00 - 45.00 (M)
League rate	
(if at least 75% of team roster are not members of	
tennis center).....	165.00, plus non-member hourly rate (M)
Ball rental machine, hourly	20.00 (M)
Annual ball machine membership, per person	
(twenty memberships available).....	150.00
Annual ball machine membership, family	
(twenty memberships available).....	200.00
Special Events	
Member.....	0 – 20.00 (M)
Non Member.....	6.00 – 30.00 (M)

Groupon and other such marketing and seasonal discounts may be offered at the discretion of the City Manager

Before any contract agreement is reached with such discount organizations and subcontractor, the subcontractor must submit the terms for approval to the City Manager through the Parks and Recreation Department Management.

Tennis Instructors must be contracted through management company

Tournament Entry Fees: (includes tennis balls)

Court fee (2 hour time frame, x number of courts x number of two hour time frames = base fee:

First day of tournament	Base fee, less 10% (M)
Second day of tournament	Base fee, less 25% (M)
Third day of tournament	Base fee, less 30% (M)
Fourth day of tournament	Base fee, less 35% (M)
Fifth day of tournament	Base fee, less 40% (M)

No tournaments may be longer than five days, holidays are time and one half rates. The price includes six folding tables and twenty five chairs and a pop up tent.

A roster is required for league and team play. 75% of roster must be members, or pay a \$100 flat fee and the hourly rates.

Tennis Center Pavilion Rental:

Small Pavilion:

Full day.....	55.00 (M)
Half day	33.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

RECREATION FACILITY RENTAL FEES

AZALEA LANE RECREATION CENTER - Meeting room: (20% discount off regular fee for Resident, Military or 1st Responder, 30% discount off regular fee for verified non-profits, 15% additional discount for continuous groups.)

East Room (30' x 30'):

Hourly50.00 (M)
Deposit 100.00 (M)

West Room (30' x 50'):

Hourly70.00 (M)
Deposit 100.00 (M)

CIVIC CENTER: (20% discount off regular fee for Resident, Military or 1st Responder or 30% discount off regular fee for verified non-profits, 15% additional discount for continuous groups)

Ballroom:

Hourly 160.00 (M)

Meeting Rooms:

Hourly70.00 (M)

Kitchen: (set up fee and deposits are not applicable)

Hourly70.00 (M)

Ballroom and kitchen:

Fridays and Saturdays (11:00 am – midnight).....2,000.00 (M)

Deposit500.00 (M)

Entire building for a full day:

Fridays and Saturdays (11:00 am – midnight).....2,800.00 (M)

Deposit500.00 (M)

Cancellation Fee, Civic Center only:

Cancellation for any reason..... Full deposit retention

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

RECREATION FACILITY RENTAL FEES (CONTINUED)

COMMUNITY CENTER:

City Resident, Military or 1 st Responder discount off regular fee	20%
CRA district resident discount off regular fee	25%
Non-profit organization discount off regular fee	30%
Additional discount for continuous users.....	15%

Rates:

Small room, A or B or senior room, hourly	65.00 (M)
Large room, C or D, hourly	95.00 (M)
Ballroom; A,B,C and D combined, hourly	275.00 (M)
Rooms C, D and kitchen combined, hourly	210.00 (M)
4:00 pm to midnight, Friday, Saturday, Sunday	1,225.00 (M)
Ballroom and kitchen combined, hourly	325.00 (M)
4:00 pm to midnight, Friday, Saturday, Sunday	1,575.00 (M)
Rooms C and D, hourly.....	170.00 (M)
Ballroom, kitchen 4:00 pm to midnight with 2 hour amphitheater.....	1,650.00 (M)
Kitchen, hourly.....	50.00 (M)
Early start fee (events requiring building access before 7:00 am)	50.00 (C)
Early set up fee.....	150.00 (M)

Amphitheater (outdoor stage):

Two hours.....	175.00 (M)
Six hours	500.00 (M)

Gymnasium:

Half of gym, hourly	50.00 (M)
Entire gym, hourly	125.00 (M)

Deposit:

Each meeting room/amphitheater, kitchen	100.00 (M)
Ballroom A,B,C and D combined.....	400.00 (M)
Unscheduled time premium over regular rate, hourly	15.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

RECREATION FACILITY RENTAL FEES (CONTINUED)

COUNTRY CLUB (20% discount off regular fee for Resident, Military or 1st Responder or 30% discount off regular fee for verified non-profits, 15% additional discount for continuous groups.):

Friday and Saturday- Full Building)

Hourly	170.00 (M)
4 p.m. to 12 midnight.....	900.00 (M)
Deposit	250.00 (M)

Hourly: (Sunday through Thursday)

Dining Room (hourly)	100.00 (M)
Club lounge (hourly)	100.00 (M)
Full building (hourly).....	150.00 (M)
Deposit	250.00 (M)

FARMER'S MARKET:

Saturday Market:

12' x 10' space Outside without electricity (per week).....	26.00 (M)
Additional 6 feet (per week).....	14.00 (M)
12' x 10' space outside with electricity (per week).....	30.00 (M)
Additional 6 feet with electricity (per week)	17.00 (M)
12' x 10' inside space without electricity (per week).....	32.00 (M)
12' x 10' inside space with electricity (per week).....	35.00 (M)

Part-Time Vendor Fees:

12' x 10' Outdoor space without electricity (per week)	36.00 (M)
Additional 6 feet without electricity (per week)	24.00 (M)
12' x 10' Outside space with Electricity (per week).....	40.00 (M)
Additional 6 feet with electricity (per week)	27.00 (M)
12' x 10' inside space without electricity (per week).....	42.00 (M)
12' x 10' inside space with electricity (per week).....	45.00 (M)
Vendor's deposit.....	50.00 (M)

Building Rental: (20% discount off regular fee for Resident, Military or 1st Responder or 30% discount off regular fee for verified non-profits, 15% additional discount for continuous groups.):

Hourly	200.00 (M)
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Entire Building

6:00 p.m. to midnight, Fri.and Sat. (set up 4:00 pm – 6:00 pm)	1,700.00 (M)
Parking Lot - in addition to building rental	400.00 (M)
Deposit	300.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

RECREATION FACILITY RENTAL FEES (CONTINUED)

LAKE ISLAND HALL RECREATION CENTER - Meeting room : (20% discount off regular fee for Resident, Military or 1st Responder or 30% discount off regular fee for verified non-profits, 15% additional discount for continuous groups.):

Daily rate, Monday - Friday	400.00 (M)
Weekly rate, Monday – Friday, 8:00am – 5:00 pm	500.00 (M)
Hourly	80.00 (M)
Deposit	200.00 (M)

Winter Park Welcome Center:

Winter Park Community Foundation Room

(includes catering kitchen, restrooms and outdoor patio):

Weekday for 1 – 4 hours, per hour	70.00 (M)
Weekday for over 4 hours, per hour	60.00 (M)
Series of 4 or more rentals for 1 - 4 hours, per hour	60.00 (M)
Series of 4 or more rentals for over 4 hours, per hour	50.00 (M)
Weekend (all day)	500.00 (M)

Note: rental rates can be reduced by 50% for one half of room

Entire First Floor (includes Galloway Foundation gallery, Welcome gallery and Winter Park Health Foundation Community Room):

Weekday (until 6:00 pm)	not available
Weekday (after 6:00 pm), per hour	90.00 (M)
Weekend (all day)	750.00 (M)
Fire marshal, required to be on site for events hosting over 90 people, per hour	25.00 (M)

Winter Park Welcome Center (continued):

Additional one-time fees:

Cleaning (for events over 4 hours)	30.00 (M)
Staffing (weekdays before 9:00 am and/or after 5:00 pm), per hour	20.00 (M)
Staffing (weekends), per hour	25.00 (M)

Gallery display use deposit	100.00 (M)
Gallery display use cancellation fee (if cancellation is made less than thirty days in advance)	25.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

PARK FEES

DEPOSITS FOR GROUP EVENTS ARE EQUAL TO EVENT FEE

Azalea Lane Playground (20% Resident, Military or 1st Responder discount):

Small Pavilion:

Full day	60.00 (M)
Half day	35.00 (M)

Central Park:

Group Events:

Small events (less than 400 people)	
North Park or South Park	750.00 (M)
North and South Park	1100.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	2,750.00 (M)
Set up days for event preparation	75% of Small Event Fee (M)
Rose Garden wedding	200.00 (M)
Resident, Military or 1 st Responder	160.00 (M)
Deposit	100.00 (M)

Central Park West Meadows:

Group Events (fee is doubled for functions charging admission):

Small events (less than 400 people)	750.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	2,750.00 (M)
Set up days for event preparation	75% of Small Event Fee (M)

Mead Garden:

Group Events:

Small events (less than 400 people)	750.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	2,750.00 (M)
Set up days for event preparation	75% of Small Event Fee (M)
Amphitheater (two hours) weekdays	300.00 (M)
Weekends (two hours)	350.00 (M)
Deposit	100.00 (M)
Large Pavilion (20% resident Military or 1 st Responder discount):	
Full day	100.00 (M)
Half day (open to noon or 2 pm to close)	70.00 (M)

Lake Baldwin Park:

Group Events:

Small events (less than 400 people)	750.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	2,750.00 (M)
Set up days for event preparation	75% of Small Event Fee (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

PARK FEES (CONTINUED)

Large Pavilion (20% Resident, Military or 1st Responder discount):

Full day.....	90.00 (M)
Half day (open to noon or 2 pm to close)	60.00 (M)

Small Pavilion (20% Resident, Military or 1st Responder discount):

Full day.....	50.00 (M)
Half day (open to noon or 2 pm to close)	30.00 (M)

Martin Luther King, Jr., Park:

Group Events:

Small events (less than 400 people)	750.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Significant events 2,001 + people	2,750.00 (M)
Set up days for event preparation	75% of Small Event Fee (M)

East Lawn Area (less than 200 people, hourly before dark)	29.00 (M)
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Community Playground pavilion (20% Resident, Military or 1st Responder discount):

Full day.....	90.00 (M)
Half day (open from noon or 2 pm to close)	60.00 (M)

Ward Park:

Large Pavilion (20% Resident, Military or 1st Responder discount):

Full day.....	100.00 (M)
Half day (open to noon or 2 pm to close)	70.00 (M)

Howell Branch Preserve:

Large Pavilion (20% Resident, Military or 1st Responder discount):

Full day.....	90.00 (M)
Half day (open to noon or 2 pm to close)	60.00 (M)

Observation Deck and Tables:

Full day.....	50.00 (M)
Half Day (open to noon or 2pm to close)	30.00 (M)

Cady Way Park:

Group Events:

Small events (less than 400 people)	750.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Set up days for event preparation	75% of Small Event Fee (M)

Shady Park:

Group Events:

Small events (less than 400 people)	750.00 (M)
Large events (400 – 2,000 people)	1,650.00 (M)
Set up days for event preparation	75% of Small Event Fee (M)

Pavilion (20% Resident Military or 1st Responder discount):

Full day.....	100.00 (M)
Half day (open to noon or 2:00 pm to close)	70.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

PARK FEES (CONTINUED)

Phelps Park:

Pavilion Rental (2)(20% Resident, Military or 1st Responder discount):

Full day.....90.00 (M)

Half day (open to noon or 2:00 pm to close)60.00 (M)

Kraft Azalea Garden:

Exedra area wedding200.00 (M)

Resident, Military or 1st Responder160.00 (M)

Exedra area wedding deposit.....100.00 (M)

Violation of dog ordinance:

1st offense.....50.00 (M)

2nd offense.....100.00 (M)

Park business permit (monthly):

Twenty attendees or less35.00 (M)

Over twenty attendees110.00 (M)

Park Concessionaire Permit:

Category A: Prepackaged food/beverage, no cooking.

Per sales day per sales station.....25.00 (M)

Per week (three day limit) per sales station.....60.00 (M)

Per month (12 day limit) per sales station.....150.00 (M)

Category B: Prepared Food as defined by Florida DBFR.

Per sales day per sales station.....50.00 (M)

Per week (three sales day limit) per sales station.....120.00 (M)

Per month (12 sales day limit) per sales station.....300.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

SPECIAL EVENT AND MISCELLANEOUS FEES

MISCELLANEOUS CHARGES: Rental equipment fees allocated to equipment replacement account.

Inflatables/bounce house permit fee	25.00 (M)
Building and Pavilion Holiday Rate	Time and ½ Regular (M)
.....	Rental Rates (M)
Facility rental building late payment fee	5% of balance due (M)
Special event application fee	50.00 (M)
Parks Alcohol Usage Request Application Fee (non-refundable)	50.00 (M)
Sat Market Tables, each (round and rectangular, inside use only)	8.00 (M)
LCD projector and screen	50.00 (M)
Wireless microphone	50.00 (M)
Pipe and Drape	50.00 (M)
Portable stage	100.00 (M)
Scoreboard renter per day, Community Center gymnasium:	
One scoreboard	\$20.00 (M)
Both scoreboards	\$30.00 (M)
Staffing (per hour)	21.00 (M)
Planning, Delivery, Setup, Pick up (per hour)	21.00 (M)
Transport Charge/Delivery Pickup	30.00 (M)
Crowd control fencing (per 200 feet)	150.00 (M)
Special event trailer with tables and chairs	300.00 (M)
Equipment Rental - Per Event:	
Banquet tables (each, off site events only)	5.00 (M)
Folding chairs (each)	2.00 (M)
Podium (each)	20.00 (M)
Portable public address system	50.00 (M)
Risers 3' x 8' (each)	40.00 (M)
Riser skirts (each)	10.00 (M)
Table skirts (each)	15.00 (M)
Tent 20' x 40'	375.00 (M)
Tent 10' x 10'	50.00 (M)
Tent 10' x 10' Fire Rated 701	80.00 (M)
Portable Scoreboard per day	50.00 (M)

CITY OF WINTER PARK - FEE SCHEDULE
Effective: April 11, 2017

SPECIAL EVENT AND MISCELLANEOUS FEES (CONTINUED)

Cancellation Fees:

Pavilions and Fields (no deposit is required):

Cancellation with less than 14 days notice	No refund (M)
Cancellation with 14-30 days notice	Retain 50% of rental fee (M)
Cancellation with 30-90 days notice	Retain 25% of rental fee (M)
Cancellation with over 90 days notice	\$20 processing fee (M)

Buildings*, amphitheater, park rentals (deposit is required):

Cancellation with less than 30 days notice	Retain 100% of rental fee (M)
Cancellation with 30-60 days notice	Retain deposit (M)
Cancellation with 60-90 days notice	Retain 50% of deposit (M)
Cancellation with over 90 days notice	\$20 processing fee (M)

* Except Civic Center

A double deposit is required for all functions charging admission and serving alcohol

A double deposit is required for all functions for minors charging admission