



# city commission agenda

## Regular Meeting

June 26, 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](http://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 Fire Chief Jim White 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**  
5 minutes

## 7 Non-Action Items

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

**8 Citizen Comments | 5 p.m. or soon thereafter**  
**(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)** (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)

## 9 Consent Agenda

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

- a. Approve the minutes of June 12, 2017.
- b. Confirm Daniel D'Alessandro as Electric Utility Director.
- c. Approve the following purchase, contracts and formal solicitations:
  1. PR162185 to T.V. Diversified, Inc. for Upgrades, Repairs & Rehabilitation of Lift Station #55; \$106,734.80.
  2. Final Contract renewal of ITN-6-2013 (Utility Vegetation Management), The Davey Tree Expert Company; and authorize the Mayor to execute the amendment.
  3. Award RFP-13-2017, Continuing Contract for Concrete Services to Allcrete, Inc.; and authorize the Mayor to execute contract.
  4. Award RFP-13-2017, Continuing Contract for Concrete Services to CM Engineering Services Florida, PLLC and authorize the Mayor to execute contract.
  5. Award RFP-13-2017, Continuing Contract for Concrete Services to MCG Services, LLC and authorize the Mayor to execute contract.
  6. Authorize staff to enter into negotiations with Dix.Hite + Partners, Inc., RFQ-14-2017, Continuing Contract for Professional Landscape Architectural Services.
  7. Authorize staff to enter into negotiations with GAI Consultants, RFQ-14-2017, Continuing Contract for Professional Landscape Architectural Services.
  8. Authorize staff to enter into negotiations with S&ME, Inc., RFQ-14-2017, Continuing Contract for Professional Landscape Architectural Services.
  9. Authorize staff to enter into negotiations with Kimley-Horn & Associates, RFQ-15-2017, Continuing Contract for Professional Roadway Design Services.
  10. Authorize staff to enter into negotiations with Hanson Professional Services, RFQ-16-2017, Continuing Contract for Professional Green Planning & Engineering Services.
  11. Authorize staff to enter into negotiations with TLC Engineering for Architecture, RFQ-16-2017, Continuing Contract for Professional Green Planning & Engineering Services.
  12. Authorize staff to enter into negotiations with Vanasse Hangen Brustlin, Inc., RFQ-16-2017, Continuing Contract for Professional Green Planning & Engineering Services.
  13. Award to Irby Utilities, IFB-17-2017, purchase of Switchgears for Electric Utility; and authorize the Mayor to execute contract.

5 minutes

14. Award to Wesco Distribution, IFB-17-2017, purchase of Switchgears for Electric Utility; and authorize the Mayor to execute contract.

<b>10</b>	<b>Action Items Requiring Discussion</b>	<b>*Projected Time</b> <b>*Subject to change</b>
<b>11</b>	<b>Public Hearings</b>	<b>*Projected Time</b> <b>*Subject to change</b>
a.	<u>Request of Kim Neitzel:</u> - Ordinance - Amending Chapter 58, "Land Development Code", Article III, "Zoning" to revise the permitted uses in Office zoning districts to permit veterinary clinics (2)	5 minutes
b.	<u>Request of the Dorough Brothers Properties LLC:</u> - Subdivision or lot split approval to divide the property at 331 S. Lakemont Avenue, zoned R-1A into two single family building lots fronting on Grinnell Terrace.	15 minutes
c.	Ordinance – Authorizing the conveyance of 301 West Comstock Avenue (1)	15 minutes
<b>12</b>	<b>City Commission Reports</b>	<b>*Projected Time</b> <b>*Subject to change</b>
a.	Commissioner Seidel	10 minutes total
b.	Commissioner Sprinkel	
c.	Commissioner Cooper	
d.	Commissioner Weldon	
e.	Mayor Leary	

## 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."

**REGULAR MEETING OF THE CITY COMMISSION**  
**June 12, 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 Pastor Todd Haymans, Aloma Baptist Church; followed by the Pledge of Allegiance led by Abigail & Emma Saint'Gregory and Alexander, Catherine & Victoria Doyle.

Members present:

Mayor Steve Leary  
Commissioner Greg Seidel  
Commissioner Sarah Sprinkel  
Commissioner Carolyn Cooper (arrived 3:35)  
Commissioner Pete Weldon

Also present:

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

**Approval of the agenda**

**Motion made by Mayor Leary to approve the agenda; seconded by Commissioner Sprinkel and carried with a 4-0 vote. Commissioner Cooper was absent for the vote.**

**Mayor's Report**

a. Presentation - Winter Park High School Principal Tim Smith

Orange County School Board member Joie Cadle and Winter Park High School Principal Tim Smith presented a Proclamation of Gratitude to Police Chief Mike Deal, Fire Chief Jim White and Parks and Recreation Director John Holland for their continued support.

b. Presentation of check to the City from the Winter Park High School Foundation

Members of the Foundation presented Mayor Leary with a check for \$99,100 for their final share for Phase I of the Showalter Field project as part of their partnership with the City, Rollins College and Orange County Public Schools (OCPS).

**City Manager's Report**

City Manager Knight mentioned the first anniversary of the Pulse tragedy and the City's tribute in front of City Hall.

City Manager Knight spoke about the CRA work session scheduled for Tuesday, July 11 that they would like to reschedule for August because they will know how to properly factor any possible cost associated with parking as part of the CRA discussion. There was a consensus to schedule this in August. Commissioner Sprinkel asked that the City Manager's Report be included again in the packet.



Commissioner Cooper asked about the Transportation Advisory Board discussing adaptive signalization and whether it makes sense for Winter Park. City Manager Knight will find out the status. She also asked if the Development Review Committee (DRC) had their meeting on Bennett Avenue; it was clarified that has not yet happened.

City Manager Knight announced that Mayor Leary has been elected to the Board of Directors of the Florida League of Mayors.

Commissioner Seidel asked about quiet zones. City Manager Knight spoke about going out to bid and the prices came in a lot higher than anticipated so they have been working with the DOT to re-plan the intersections. That has been completed and an agreement was signed last week by the City Manager that modified the project to be able to complete it for the amount of funds of the grant and what the City budgeted. Mr. Knight addressed the changes made to the agreement that included extra gates at the Fairbanks intersection and that the median at Orlando Avenue is no longer going in.

The railroad crossing at Minnesota Avenue was addressed regarding the minor improvements to make it smoother. On July 28 they will be leveling the rails and the City will asphalt so the crossing will be closed the entire weekend.

### **City Attorney's Report**

Attorney Ardaman reported that the memory care mediation is scheduled for June 29.

### **Non-Action Item**

No items.

### **Consent Agenda**

- a. Approve the minutes of May 22, 2017. **PULLED FROM AGENDA FOR DISCUSSION BY COMMISSIONER COOPER.**
- b. Approve the piggyback contract with MUSCO Sports Lighting, LLC; and authorize the Mayor to execute the agreement. **PULLED FROM AGENDA FOR DISCUSSION BY MAYOR LEARY.**

### **Consent Agenda Item 'a' – Minutes:**

Commissioner Cooper addressed page 5 of the minutes regarding Attorney Ardaman's suggestion that the Commissioners not send emails and advisory positions to other Commissioners (under Commissioner Sprinkel's report). Upon discussion, **motion made by Commissioner Cooper to approve the minutes with the addition of words prior to the last sentence on page 6 of the agenda packet "Although not prohibited, he cautioned, etc."; seconded by Mayor Leary and carried unanimously.**

Mayor Leary also addressed an email from the City Clerk with a request from Commissioner Cooper to add two other motions she made that were ruled out of order. Upon discussion, the additional wording will not be added as it was determined not to be necessary.

**Consent Agenda Item 'b':**

Mayor Leary asked for more information about the lighting contract. City Manager Knight explained this is the ongoing effort to replace all the lighting at the tennis courts and ballfields and is a piggyback contract bid by another community. He explained this is for the poles and the lights.

**Motion made by Mayor Leary to approve Consent Agenda item 'b'; seconded by Commissioner Cooper and unanimously approved with a 5-0 vote.**

**Action Items Requiring Discussion**

- a. Review of the Notice of Disposal (NOD) for 1111 W. Fairbanks Avenue (former Bowl America site)

Planning Director Dori Stone presented the preliminary Notice of Disposal for the former Bowl America site that will be used to advertise the surplus property located at 1111 W. Fairbanks Avenue. She addressed the direction of the Commission on April 24 to prepare this notice and asked for review and make any changes the Commission agrees to. She explained the 20' of the property that the City will retain on the southern portion of the property along Fairbanks Avenue and an additional 3' along Harper Street for right-of-way purposes. She also addressed the appraised market value to be \$2.96 million and the NOD process to be followed. Ms. Stone asked for clarification of certain points within the NOD and other points for consideration to be added to the NOD. Ms. Stone answered questions of the Commission and received a consensus regarding the removal of certain wording.

Commissioner Cooper asked to remove the word 'currently' under Site Information (2<sup>nd</sup> paragraph) regarding the C-2 zoning. She also asked to elevate the formatting as was done for the preferences they do not want included so 'additional consideration will be given to development that provides public benefit, etc.' stands out so any design for consideration is sensitive to the view both from Fairbanks Avenue and the park.

**Motion made by Commissioner Sprinkel to approve the NOD as presented; seconded by Commissioner Weldon.**

**(Amendment #1) Motion amended by Commissioner Sprinkel that the NOD include a minimum bid of \$2.96 million; seconded by Commissioner Seidel.**

**(Amendment #2) Motion amended by Commissioner Weldon to approve the two recommendations stylistically that Commissioner Cooper brought up (removing the word 'currently' and to bullet point the additional positive considerations); seconded by Commissioner Cooper.**

**Motion amended by Commissioner Cooper to change where it currently says "the City will retain 20' along Fairbanks Avenue" to 50'. Motion failed for lack of a second.**

Bobby Palta, CBRE, addressed the average market time for prime real estate. He agreed that 30 days is on the minimal side but will get good options within the 30 days but if it were extended for an additional 15 days that may be more feasible.

**(Amendment #3) Motion amended by Commissioner Cooper to change the marketing on the property from 30 to 45 days (will pre-advertise for 15 days prior to the official advertisement of the NOD); seconded by Mayor Leary.**

The following spoke in opposition to either the process and/or selling the property (either at this time or at all because of wanting to keep as parkland):

Charley Williams, 757 Antonette Avenue  
Joe Terranova, 151 North Virginia Avenue  
Beth Hall, 516 Sylvan Drive  
Bob Bendick, 1211 Oxford Road  
Sally Flynn, 1400 Highland Road  
Forest Michael, 358 W. Comstock Avenue  
Elizabeth Bosserman, 818 Antonette Avenue  
Michele Massoni-Dubuc, 508 Balmoral Road  
Bonnie Ferguson, 700 Melrose Avenue  
Pat McDonald, 2348 Summerfield Road  
Barry Greenstein, 2348 Summerfield Road  
Mary Randall, 1000 S. Kentucky Avenue  
Penny Potter, 1360 Canterbury Road  
Linda Eriksson, 535 N. Interlachen Avenue  
Martha Bryant Hall, 331 W. Lyman Avenue  
Lurline Fletcher, 811 English Court

Nancy Shutts, 2010 Brandywine, was not opposed to selling the property because of seeing it as a commercial corridor but was concerned with parking issues in the City, it being unsafe to have ballfields there, that the price tag is high for greenspace and wanted to make sure all options have been weighed before moving forward with the NOD.

**(Amendment #4) Motion amended by Commissioner Seidel that we include that bidders are not limited to one bid and one approach; seconded by Commissioner Cooper.**

Commissioner Seidel asked about the size of the property and the market value. He commented about having a lot of questions about what could be done with the property and wanted more time to think about it to be sure they are doing the right thing. Commissioner Cooper expressed being uncomfortable with the process and suggested tabling this so it can be presented to the Parks Board to evaluate it.

**Motion made by Commissioner Cooper that this decision be tabled and sent back through our Parks Board for careful evaluation and alternatives as to the use of this property to be brought forward to this board. Motion failed for lack of a second.**

**Motion made by Commissioner Seidel to table this for three months to have more evaluation done with the appropriate departments (go to the Parks Board, have a work session, go to the Utilities Advisory Board, and go to the Transportation Advisory Board); seconded by Commissioner Cooper. Upon a roll call vote, Mayor Leary and Commissioners Sprinkel and Weldon voted no. Commissioners Seidel and Cooper voted yes. The motion failed with a 3-2 vote.**

Commissioner Sprinkel stated this property was for solving intersection issues and for a turning lane on Fairbanks; was not for an expansion of the park which is why the various boards were not involved with the decision to sell this property. She stated she is in agreement with obtaining more parkland but that this is not the right location. She spoke about the emails she has received in agreement with selling the property.

Commissioner Cooper expressed her preference that this property becomes parkland.

Commissioner Weldon spoke about his support for the NOD and that he looks forward to reinvesting the money (or a portion of) from the sale of the property for park improvements and other acquisitions that he finds more strategically suitable for the City and residents long term than this property.

Mayor Leary spoke that this property was never meant to be parkland which is why it did not go through the Parks Board. He stated this sale has not been rushed and has been discussed for over a year. He spoke about other locations in the City that are best suited for playing fields. He addressed his support for parkland and has proven to the community their commitment to parks and that this is not the best site for that purpose.

**Upon a roll call vote on the first amendment (see above), Mayor Leary and Commissioners Cooper and Weldon voted no. Commissioners Seidel and Sprinkel voted yes. The motion failed with a 3-2 vote.**

**Upon a roll call vote on the second amendment (see above), Mayor Leary and Commissioners Seidel, Cooper and Weldon voted yes. Commissioner Sprinkel voted no. The motion carried with a 4-1 vote.**

**Upon a roll call vote on the third amendment (see above), 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 fourth amendment (see above), Mayor Leary and Commissioners Sprinkel and Weldon voted no. Commissioners Seidel and Cooper voted yes. The motion failed with a 3-2 vote.**

**Upon a roll call vote on the main motion with the amendments that were accepted, Mayor Leary and Commissioners Sprinkel and Weldon voted yes. Commissioners Seidel and Cooper voted no. The motion carried with a 3-2 vote.**

**Public comments (items not on the agenda)**

Lurline Fletcher, 811 English Court, addressed a concern with a house being built on her street and that she was not notified that a house is being built there. She was directed to go to the Planning Department for information as the Commission does not have that type of information.

**Public Hearings:**

a. Request of Kim Neitzel:

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING REGULATIONS" SECTION 58-72 "OFFICE (O-1) DISTRICT" AND SECTION 58-73 "OFFICE (O-2) DISTRICT" SO AS TO ALLOW VETERINARY CLINICS AS A PERMITTED USE SUBJECT TO LIMITATIONS ON A SINGLE TENANT BUILDING AND SEPARATION FROM RESIDENTIAL; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE First Reading

Attorney Ardaman read the ordinance by title. Planning Manager Jeff Briggs addressed the request of Garden Veterinary Clinic to move into the City to 1479 Gene Street which is zoned Office. He stated this property is a medical building that has been for sale for two years and that more veterinary clinics are needed. He stated staff proposed this ordinance on behalf of the applicants and that it provides protections with only allowing vet clinics if they are in a single tenant building, are 200' feet away from residential, is not a hospital providing 24 hour usage and there are no outside pens causing noise problems. He addressed the positive recommendation from staff and the Planning and Zoning Board.

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

Commissioner Cooper spoke about the current zoning codes and the current commercial zoning code requiring veterinarians to be 250' from residential. She asked if the intention is to bring them a change to commercial to bring consistency across the codes. Mr. Briggs stated he wants to do that. He verified there will be no overnight boarding. Commissioner Cooper submitted information for the record pertaining to animal care businesses and zoning. She expressed her preference to allow animal care businesses as a conditional use in O-1 only; not as a permitted use. Commissioner Weldon disclosed his conversation with the owner of the property.

Applicant Kim Neitzel confirmed there will be no overnight boarding or hospitalization and that she wants to beautify the property.

No public comments were made.

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

- b. A RESOLUTION OF THE CITY COMMISSION OF WINTER PARK, FLORIDA, REPEALING AND REPLACING THE POLICY GOVERNING CITY USE OF SOCIAL MEDIA AND EXTERNAL INTERNET TO UPDATE AND CLARIFY THE CITY'S POLICIES GOVERNING CITY USE OF SOCIAL MEDIA AND EXTERNAL INTERNET AND TO ADOPT POLICIES AND RECOMMENDATIONS REGARDING THE USE OF PERSONAL SOCIAL MEDIA ACCOUNTS BY CITY COMMISSIONERS AND OTHER CITY BOARD MEMBERS; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

Mayor Leary provided his preference to obtain further clarification regarding the public recordkeeping portion and asked to table this.

Commissioner Weldon expressed concerns with people using his name to post something that he had no part of and did not state and with allowing anonymous comments or commentary from someone pretending to be somebody else. He wanted to see real comments from real people explaining what they are thinking and why.

**Motion made by Mayor Leary to table this item to allow more time to speak with staff; seconded by Commissioner Weldon. 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.**

There was a consensus to schedule a work session to discuss the handling of social media. Communications Director Clarissa Howard explained that the current policy is from 2009 and since social media has become so popular there is a need to bring this forward to clarify our policy with public records and custodians of public records. Ms. Howard spoke about keeping personal accounts separate from having City accounts.

**City Commission Reports:**

a. Commissioner Seidel – Asked about the bond rates we received. City Manager Knight explained they received 14 bids and the winning bidder was 2.66%. He was very pleased with this because the residents will see a lower impact than they thought when the library/events center was voted upon.

b. Commissioner Sprinkel – Stated she will be talking to the Winter Park Youth Leader Group here next week.

c. Commissioner Cooper – Complimented Planning Director Dori Stone for the parking summit held and the way she handled the public wanting to provide input. She thanked staff for the board appreciation event. Asked if Commissioners are going to send out emails using her email list that she has built that everyone follow the same rules she follows and state, "The opinions expressed are your own and not the opinion of the Commission" and give people the ability to unsubscribe.

d. Commissioner Weldon – Spoke about Commissioner Cooper's request and that he reviewed the email with the City Manager he sent out regarding the bowling alley in response to blog emails that went out to a similar list. He commented that he put the disclosure at the top of the linked message, all emails are done by a regular service and offers an unsubscribe link at the bottom. He also spoke about the great opportunity they have to work together and find consensus for a large range of things that will benefit the City in the future because of being in such a good position financially.

e. Mayor Leary – Reported the passing of Rich Palmano, Shay Silver, and George Herbst. He thanked the Commission for the gracious way they handled the bowling alley property item this evening because of all the misinformation and partial information out there.

The meeting adjourned at 5:57 p.m.

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Mayor Steve Leary

ATTEST:

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City Clerk Cynthia S. Bonham, MMC





# city commission agenda item

Item type	Consent Agenda	meeting date	June 26, 2017
prepared by	Michelle Neuner	approved by	<input checked="" type="checkbox"/> City Manager
department	City Management		<input type="checkbox"/> City Attorney
division	Administration		<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> N/A
strategic objective	<input type="checkbox"/> Exceptional Quality of Life	<input type="checkbox"/> Fiscal Stewardship	
	<input type="checkbox"/> Intelligent Growth & Development	<input type="checkbox"/> Public Health & Safety	
	<input checked="" type="checkbox"/> Investment in Public Assets & Infrastructure		

## subject

Confirmation of appointment of Electric Utility Director.

## motion | recommendation

Confirm Daniel D'Alessandro as Electric Utility Director for the City of Winter Park.

## background

Article IV, Section 4.05(b) states "The city manager shall appoint department heads and the city clerk subject to the confirmation by the city commission."

Dan D'Alessandro was hired as the City's Electric Operations Manager in July 2015. He worked closely with Jerry Warren before his retirement, and was then paired with Troy Attaway, Public Works Director to closely review the electric operations and undergrounding program. Over the last two years, we have successfully integrated the electric utility operations in house at a savings of over \$1M annually and we have reorganized the quarter points for electric undergrounding to increase efficiency. Promoting Dan to Electric Utility Director is the final piece of the overall reorganization.

If confirmed, Dan will begin his new role with the City on July 1, 2017.



# city commission agenda item

item type	Consent Agenda	meeting date	June 26, 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.	T.V. Diversified, Inc.	PR162185 – Upgrades, Repairs & Rehabilitation of Lift Station #55	Total expenditure included in approved FY17 budget. Amount: \$106,734.80	Commission approve PR162185 to T.V. Diversified, Inc. for Upgrades, Repairs & Rehabilitation of Lift Station #55.
Piggyback of City of West Palm Beach Contract #ITB-13-14-129.				

Approval of contract shall constitute approval for all subsequent purchase orders made against contract

## Contracts

	vendor	item   background	fiscal impact	motion   recommendation
2.	The Davey Tree Expert Company	Final renewal of ITN-6-2013 – Utility Vegetation Management	Total expenditure included in approved FY17 budget.	Commission approve the contract renewal of ITN-6-2013 and authorize the Mayor to execute the amendment.
A formal solicitation was issued to award this contract.				

Approval of contract shall constitute approval for all subsequent purchase orders made against contract

## Formal Solicitations

	vendor	item   background	fiscal impact	motion   recommendation
3.	Allcrete, Inc.	RFP-13-2017 – Continuing Contract for Concrete Services	Total expenditure included in approved FY17 budget. Amount: As Needed Basis	Commission approve award to Allcrete, Inc. and authorize the Mayor to execute contract.
A formal solicitation was issued to award this contract.				
4.	CM Engineering Services Florida, PLLC	RFP-13-2017 – Continuing Contract for Concrete Services	Total expenditure included in approved FY17 budget. Amount: As Needed Basis	Commission approve award to CM Engineering Services Florida, PLLC and authorize the Mayor to execute contract.
A formal solicitation was issued to award this contract.				
5.	MCG Services, LLC	RFP-13-2017 – Continuing Contract for Concrete Services	Total expenditure included in approved FY17 budget. Amount: As Needed Basis	Commission approve award to MCG Services, LLC and authorize the Mayor to execute contract.
A formal solicitation was issued to award this contract.				

	<b>vendor</b>	<b>item   background</b>	<b>fiscal impact</b>	<b>motion   recommendation</b>
6.	Dix.Hite + Partners, Inc.	RFQ-14-2017 – Continuing Contract for Professional Landscape Architectural Services	Total expenditure included in approved FY17 budget. Amount: As Needed Basis	Commission authorize staff to enter into negotiations with Dix.Hite + Partners, Inc.
This fiscal year the city issued a Request for Qualification for professional landscape architectural services. The evaluation committee short listed a total of four (4) firms for oral presentations. The post presentation ranking identified Dix.Hite + Partners, Inc. as a top ranked firm. Under CCNA requirements (F.S. 287.055), staff seeks authorization to enter into negotiations with this firm for a continuing services contract.				
7.	GAI Consultants	RFQ-14-2017 – Continuing Contract for Professional Landscape Architectural Services	Total expenditure included in approved FY17 budget. Amount: As Needed Basis	Commission authorize staff to enter into negotiations with GAI Consultants.
This fiscal year the city issued a Request for Qualification for professional landscape architectural services. The evaluation committee short listed a total of four (4) firms for oral presentations. The post presentation ranking identified GAI Consultants as a top ranked firm. Under CCNA requirements (F.S. 287.055), staff seeks authorization to enter into negotiations with this firm for a continuing services contract.				
8.	S&ME, Inc.	RFQ-14-2017 – Continuing Contract for Professional Landscape Architectural Services	Total expenditure included in approved FY17 budget. Amount: As Needed Basis	Commission authorize staff to enter into negotiations with S&ME, Inc.
This fiscal year the city issued a Request for Qualification for professional landscape architectural services. The evaluation committee short listed a total of four (4) firms for oral presentations. The post presentation ranking identified S&ME, Inc. as a top ranked firm. Under CCNA requirements (F.S. 287.055), staff seeks authorization to enter into negotiations with this firm for a continuing services contract.				
9.	Kimley-Horn & Associates, Inc.	RFQ-15-2017 – Continuing Contract for Professional Roadway Design Services	Total expenditure included in approved FY17 budget. Amount: As Needed Basis	Commission authorize staff to enter into negotiations with Kimley-Horn & Associates.
This fiscal year the city issued a Request for Qualification for professional roadway design services. The evaluation committee short listed a total of four (4) firms for oral presentations. The post presentation ranking identified Kimley-Horn & Associates as the top ranked firm. Under CCNA requirements (F.S. 287.055), staff seeks authorization to enter into negotiations with this firm for a continuing services contract.				
10.	Hanson Professional Services	RFQ-16-2017 – Continuing Contract for Professional Green Planning & Engineering Services	Total expenditure included in approved FY17 budget. Amount: As Needed Basis	Commission authorize staff to enter into negotiations with Hanson Professional Services.
A formal solicitation was issued to award this contract.				
11.	TLC Engineering for Architecture	RFQ-16-2017 – Continuing Contract for Professional Green Planning & Engineering Services	Total expenditure included in approved FY17 budget. Amount: As Needed Basis	Commission authorize staff to enter into negotiations with TLC Engineering for Architecture.
A formal solicitation was issued to award this contract.				

	<b>vendor</b>	<b>item   background</b>	<b>fiscal impact</b>	<b>motion   recommendation</b>
12.	Vanasse Hangen Brustlin, Inc.	RFQ-16-2017 – Continuing Contract for Professional Green Planning & Engineering Services	Total expenditure included in approved FY17 budget. Amount: As Needed Basis	Commission authorize staff to enter into negotiations with Vanasse Hangen Brustlin, Inc.
A formal solicitation was issued to award this contract.				
13.	Irby Utilities	IFB-17-2017 – Switchgears for Electric Utility	Total expenditure included in approved budget. Amount: \$186,438.00	Commission approve award to Irby Utilities for the purchase of Switchgears for Electric Utility, and authorize the Mayor to execute contract.
A formal solicitation was issued to award this contract.				
14.	Wesco Distribution	IFB-17-2017 – Switchgears for Electric Utility	Total expenditure included in approved budget. Amount: \$198,502.88	Commission approve award to Wesco Distribution for the purchase of Switchgears for Electric Utility, and authorize the Mayor to execute contract.
A formal solicitation was issued to award this contract.				

Approval of contract shall constitute approval for all subsequent purchase orders made against contract



# city commission public hearing

Item type	Public Hearing	meeting date	June 26, 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 to Amend the Office Zoning Districts to Allow Veterinary Clinics, Subject to Certain Restrictions. SECOND READING OF ORDINANCE AND ADOPTION**

Kim and Jim Neitzel, owners of the Garden Veterinary Clinic at 308 E. Par Street desire to move their veterinary clinic to the property at 1479 Gene Street, which is a former medical doctor's office building. As such the building interior is perfect for their medical veterinary clinic needs and the site has plenty of parking. However, that the property is zoned Office which allow medical clinics for people but not for animals. Thus their request asks to change that zoning distinction to allow veterinary clinics in office zoning subject to certain restrictions.

### **Planning and Zoning Board Recommendation:**

**Motion made by Tom Sacha, seconded by Randall Slocum to approve the Zoning Text Ordinance as presented. Motion carried unanimously with a 7-0 vote**

**Summary:** This agenda item seeks to amend the Office (O-1 and O-2) zoning codes to allow veterinary clinics as a permitted use, subject to limitations, that such veterinary clinics (but not 24 hour veterinary hospitals) must be located in single tenant buildings and located at least two hundred (200) feet from the nearest residential building measured building to building. In addition, there could be no overnight or weekend boarding of animals and no outdoor kennels, runs or cages." The specific property that is requesting this amendment, 1479 Gene Street, meets these restrictions, but this Ordinance would change the Office zoning regulations city-wide. The City cannot change the zoning permitted uses just for one property.

**Planning and Zoning Board Summary:** The P&Z Board felt that this amendment will not have a negative impact on the community, and that the proposed limitations will provide a buffer to residences within close proximity and to other tenants by limiting it to single tenant office buildings.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING REGULATIONS" SECTION 58-72 "OFFICE (O-1) DISTRICT" AND SECTION 58-73 "OFFICE (O-2) DISTRICT" SO AS TO ALLOW VETERINARY CLINICS AS A PERMITTED USE SUBJECT TO LIMITATIONS ON A SINGLE TENANT BUILDING AND SEPARATION FROM RESIDENTIAL; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at its May 9, 2017 meeting; and

**WHEREAS**, the City Commission of the City of Winter Park held duly noticed public hearings on the proposed zoning change set forth hereunder and considered advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Winter Park's Comprehensive Plan; and

**WHEREAS**, the City Commission hereby find that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Winter Park, Florida.

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

**SECTION 1.** That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified by adding within Section 58-72 "Office (O-1) District", a new Permitted Use for veterinary clinics subject to certain limitations, as subsection 58-72 (b) (9) to read as follows:

**Sec. 58-72. Office (O-1) district.**

(b) *Permitted uses.*

(9) Veterinary clinics (but not 24 hour veterinary hospitals) provided that they are located in single tenant buildings and located at least two hundred (200) feet from the nearest residential building measured building to building. In addition, there shall be no overnight or weekend boarding of animals and no outdoor kennels, runs or cages.

**SECTION 2.** That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified by adding within Section 58-73 "Office (O-2) District", a new Permitted Use for veterinary clinics subject to certain limitations, as subsection 58-72 (b) (8) to read as follows:

**Sec. 58-73. Office (O-2) district.**

(b) *Permitted uses.*

(8) Veterinary clinics (but not 24 hour veterinary hospitals) provided that they are located in single tenant buildings and located at least two hundred (200) feet from the nearest residential building measured building to building. In addition, there shall be no overnight or weekend boarding of animals and no outdoor kennels, runs or cages.

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

**SECTION 6. EFFECTIVE DATE.** This ordinance shall become effective immediately upon its final passage and adoption.

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

---

Mayor Steve Leary

Attest:

---

City Clerk



## Planning and Zoning Board Minutes - May 9, 2017:

### PUBLIC HEARINGS:

**REQUEST OF KIM NEITZEL FOR:** AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" TO REVISE THE PERMITTED USES IN THE OFFICE ZONING DISTRICTS TO PERMIT VETERINARY CLINICS.

Planning Manager Jeff Briggs presented the staff report and explained that the Applicants, Kim and Jim Neitzel, owners of the Garden Veterinary Clinic at 308 E. Par Street would like to move their veterinary clinic to the property at 1479 Gene Street, which is a former medical doctor's office building. The building interior is perfect for their medical veterinary clinic needs and the site has plenty of parking. The only issue is that the property is zoned Office which allow medical clinics for people but not for animals. The Applicant is requesting to change that zoning distinction to include veterinary facilities.

Mr. Briggs went on to explain that the action is a P&Z Board recommendation on an Ordinance to amend the Office (O-1 and O-2) zoning codes to allow veterinary clinics as a permitted use, subject to limitations. The amended O-1/O-2 zoning text under permitted uses would allow "Veterinary clinics (but not 24 hour veterinary hospitals) provided that they are located in single tenant buildings and located at least two hundred (200) feet from the nearest residential building measured building to building. In addition, there shall be no overnight or weekend boarding of animals and no outdoor kennels, runs or cages."

The specific property that is requesting this amendment, 1479 Gene Street, meets these restrictions, but this Ordinance would change the Office zoning regulations city-wide. The City cannot change the zoning permitted uses just for one property.

Staff feels that this amendment will not have a negative impact on the community, and the proposed limitations will provide a buffer to residences within close proximity and to other tenants by limiting it to single tenant office buildings. Staff recommendation was for approval.

Chairman Johnston asked the Board if there were any questions for Staff. Board Member, Ross Johnston, asked if there was any recourse for neighbors in instances where animal noise became an issue. Mr. Briggs responded that there is a general recourse in the code about noise generated by any business causing a noise nuisance that is "clearly audible" within another tenant space. Thus, the Code Enforcement Board can enforce in those instances.

Applicant Kim Nietzel addressed the Board and stated that she has been a Veterinarian in Winter Park for 30 years and her business has grown considerably. She asked the Board to consider this building for her purposes as it has minimal renovations needed in order for her to run her business and keeps her prices economical for customers. The building has been vacant for 1½ years and Mrs. Nietzel indicated that she is hoping to purchase the building in the future. She addressed the animal noise concerns and informed the Board that the room where dogs would be kept during the day happens to be the old radiology room on the property which has lead walls and that being the case, animal noise, if any, would be minimal. Ms. Nietzel closed by saying that the property was a good fit for her business and there would be minimal renovations. She would also be doing some landscaping to enhance the property. There was no further public comment. The public hearing was closed.

There was consensus amongst the Board members that the restrictions were sufficient to protect adjacent property owners and a veterinary clinic was comparable to other medical uses already permitted in the office zoning districts.

**Motion made by Tom Sacha, seconded by Randall Slocum to Amend the Office (O-1 and O-2) Zoning Code to allow veterinary clinics in the office zoning districts subject to limitations on a single tenant building and separation from residential as follows. Motion carried unanimously with a 7-0 vote.**

## GARDEN VETERINARY CLINIC

March 28, 2017

To Whom It May Concern:

I would like to lease the building located at 1479 Gene Street, Winter Park, FL, 32789, for use as a veterinary clinic. I understand that the zoning would need to be changed in order to use the building for this purpose. There will be very little change to the building's exterior. The interior will have three sinks installed and the carpeting will be removed and replaced with either tile or laminate flooring to make it easier to clean. I am planning on signing a five year lease with the intent to purchase the building during that time. There will be no overnight boarding or hospitalized animals.

I have been practicing veterinary medicine in Central Florida for the last 30 years. I opened my own practice, Garden Veterinary Clinic, in 2013. It has been very successful, and we have outgrown our current location at 308 East Par Street in Orlando, Florida. I would like to stay in the area to make it convenient for my clients. The building located at 1479 Gene Street seems perfect as it is less than one mile away, and has double the square footage of my current location. The interior will need very little work to convert it from the previous use as an orthopedic clinic to a veterinary clinic. I hope that you will allow this zoning change.

Sincerely,



Kim Neitzel, DVM



Kim Neitzel, DVM

308 East Par Street

Orlando, FL. 32804

PHONE 407-250-5000

FAX 407-601-7841

EMAIL [gardenvetclinic@outlook.com](mailto:gardenvetclinic@outlook.com)



# city commission **public hearing**

Item type	Public Hearing	meeting date	June 26, 2017
prepared by	Jeff Briggs	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
department	Planning and Community		
division	Development		
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

<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 Approval for 331 S Lakemont Avenue.**

Dorough Brothers Properties, LLC (contract purchaser) is requesting subdivision or lot split approval to divide the property located at 331 South Lakemont Avenue into two single-family lots. The zoning of this property is R-1A. The property is currently occupied by one single-family home, which the applicants plan to demolish.

**Planning and Zoning Board Recommendation:**

**Motion made by Raymond Waugh, seconded by Laura Turner to approve the lot split request with the conditions recommended by staff:**

1. That the proposed homes be of varying architecture; and
2. That the applicant preserves the existing trees onsite with the exception of the camphor tree located within the building footprint.

**Motion carried unanimously with a 7-0 vote.**

**Summary:** During the City's review process of subdivisions or lot split requests, there are two criteria that are reviewed. First is the 'Zoning Test' as to conformance with the zoning criteria. The next is the 'Comprehensive Plan Test' which is conformance to the neighborhood character.

**ZONING TEST:** This property is a corner lot and is 160 feet wide on Grinnell Terrace, 170 feet wide on Lakemont Avenue and is 27,076-square feet in size. The subdivided lots are proposed to be divided north and south and fronting on Grinnell Terrace. The interior lot will be 75 feet wide and the corner lot will be 85 feet wide, with lot areas of 12,750-square feet and 14,310-square feet in size. The R-1A zoning requires a minimum of 75 feet of lot width for an interior lot and 85 feet for a corner lot, and a minimum of 8,500-square feet of land area. Thus, this request meets the R-1A lot dimension standards, and no variances are requested.



**COMPREHENSIVE PLAN TEST:** The practice outlined in the Comprehensive Plan and the Subdivision Code is to look at the surrounding neighborhood to compare the standard lot sizes. The Code dictates that the review area is within a 500-foot radius of the subject property, and limited to those in the same zoning.

There are 64 homes within this neighborhood along with the R-1A zoning (see attached map). The average lot width is 79 feet, and the median lot width is 78 feet. The average lot area from this 64 home survey is 10,882-square feet, and the median lot area is 10,716-square feet. Thus, the proposed lot widths and lot areas compare favorably to the neighborhood.

**DEVELOPMENT PLANS:** The applicant has provided a generalized front elevation for the type of homes that they plan to build, and general site plans for the layout of the proposed new homes. Based on the proposed site plans, the application will only be removing one 48" camphor tree in the western lot due to this request. The P&Z Board is recommending that a condition be placed that these homes be of varying architecture as the applicant has presented. The applicants will comply with the normal single-family development standards, setbacks, etc.

The planning staff has explained to the applicant, the property owner and many others interested in this [property that the existing 1925 home could be preserved and still yield two lots. In addition there were incentives such a rental garage apartment that could be constructed if the 1925 home were preserved. Ultimately this buyer was not interested in pursuing that option.

**Planning and Zoning Board Summary:** The Planning and Zoning Board members heard from a resident in opposition of the request due to the historic nature of the existing home on the property. However, because of the voluntary nature of the City's historic preservation program and the fact that the current owner was not interested, the Board ultimately recommended in favor of the request since the request meets all of the R-1A zoning requirements for lot sizes, and no variances are requested.

## Planning and Zoning Board Minutes – June 6, 2017:

### **REQUEST OF THE DOROUGH BROTHERS PROPERTIES LLC FOR: SUBDIVISION OR LOT SPLIT APPROVAL TO DIVIDE THE PROPERTY AT 331 S. LAKEMONT AVENUE, ZONED R-1A, INTO TWO SINGLE FAMILY BUILDING LOTS, FRONTING ON GRINNELL TERRACE.**

Senior Planner Allison McGillis presented the staff report and explained that the public hearing is a request for a lot split approval to divide the property located at 331 South Lakemont Avenue into two single-family lots, zoned R-1A. Ms. McGillis explained that this is a corner lot that is proposed to be divided north and south so that the new lots will front along Grinnell. The applicant is only planning to remove one camphor tree that is in the building footprint, and is planning to preserve the rest of the trees onsite.

For the benefit of the new P&Z members, Ms. McGillis explained that when staff reviews lot split requests we first review the zoning, to see if the lots meet the minimum requirements, and then perform the comprehensive plan test to see if the lots match the surrounding neighborhood character. With the 160 feet of width along Grinnell, this yields a 75 foot wide lot for the interior lot and an 85 foot wide lot for the corner lot, with lot areas in excess of 12,000 square feet. The proposed lots meet the R-1A zoning requirements including the extra 10 feet of width needed for a corner lot, so no variances are requested. There are 64 homes within 500 feet that also have R-1A zoning. The average lot width of these homes is 79 feet and the average lot area is just under 11,000 square feet.

Ms. McGillis stated that because the proposed lots compare favorably to the neighborhood, and no variances are requested, the staff recommendation is for approval with two conditions:

1. That the proposed homes be of varying architecture; and
2. That the applicant preserves the existing trees onsite with the exception of the camphor tree located within the building footprint.

The applicant addressed the Board to answer any questions the Board may have. The Board did not have any questions for the applicant, and opened the hearing up for public comment.

Hilary Stalder, 2407 Forfarshire Drive, spoke in opposition of the request. Ms. Stalder stated that the single-family home currently located on the property is a historical home built in 1925 and should be preserved.

Mr. Briggs responded to the Board and stated that staff attempted to work with potential buyers of the property to possibly grant setback variances and option for a rental garage apartment to save the home. He also reminded the Board that the City's historic preservation program is voluntary.

No one else wished to speak concerning the request. The public hearing was closed.

The P&Z Board recognized the voluntary nature of the City's historic preservation program and the fact that the current owner was not interested, thus Board commentary was in favor of the request since the request meets all of the R-1A zoning requirements for lot sizes, and no variances are requested.

**Motion made by Raymond Waugh, seconded by Laura Turner to approve the lot split request with the conditions recommended by staff:**

1. That the proposed homes be of varying architecture; and
2. That the applicant preserves the existing trees onsite with the exception of the camphor tree located within the building footprint.

**Motion carried unanimously with a 7-0 vote.**





## Comprehensive Plan Test

331 S Lakemont Ave  
Lot Split Request

City of Winter Park  
Florida

### LEGEND

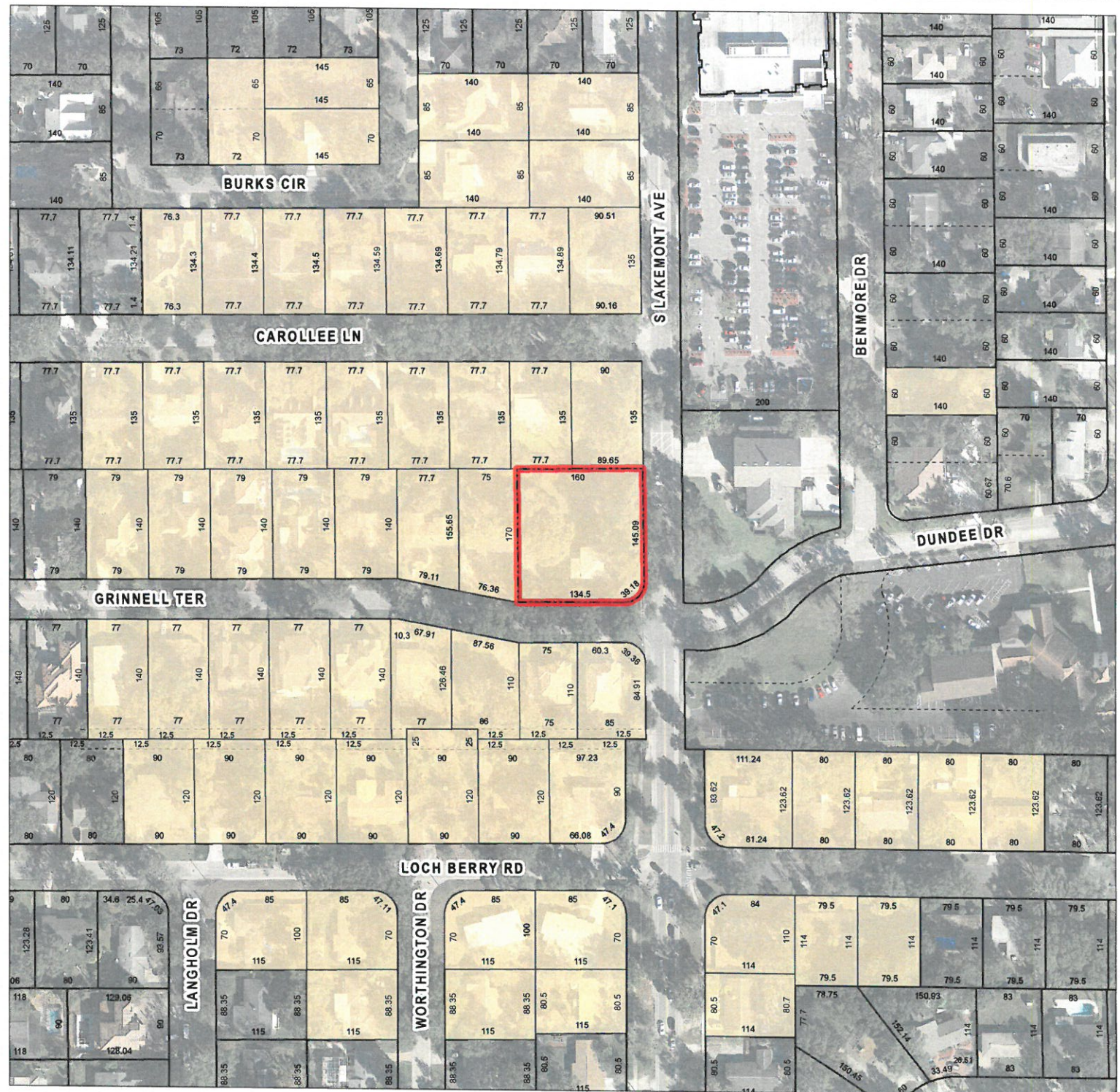
- Subject Site
- R-1A Lots Within  
500' of Site (64 total)

### NOTES

Average Lot Width = 79 feet  
Median Lot Width = 78 feet  
Average Lot Size = 10,882 square feet  
Median Lot Size = 10,716 square feet



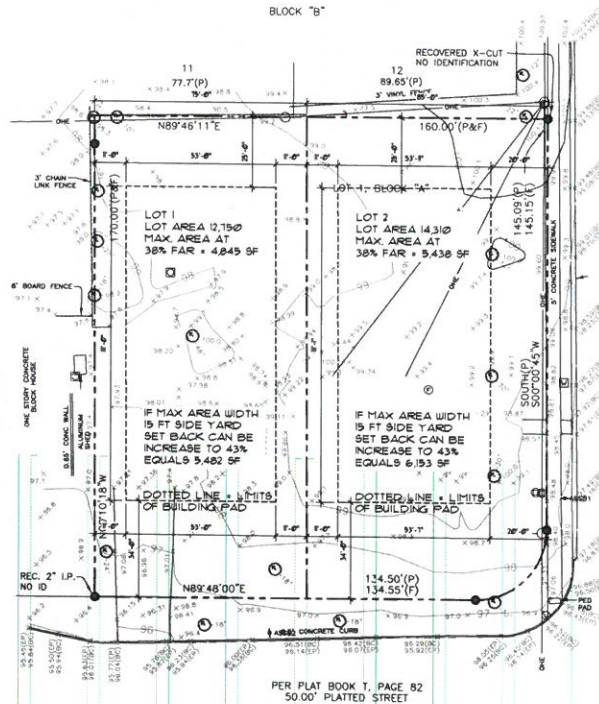
Date: 5/22/2017





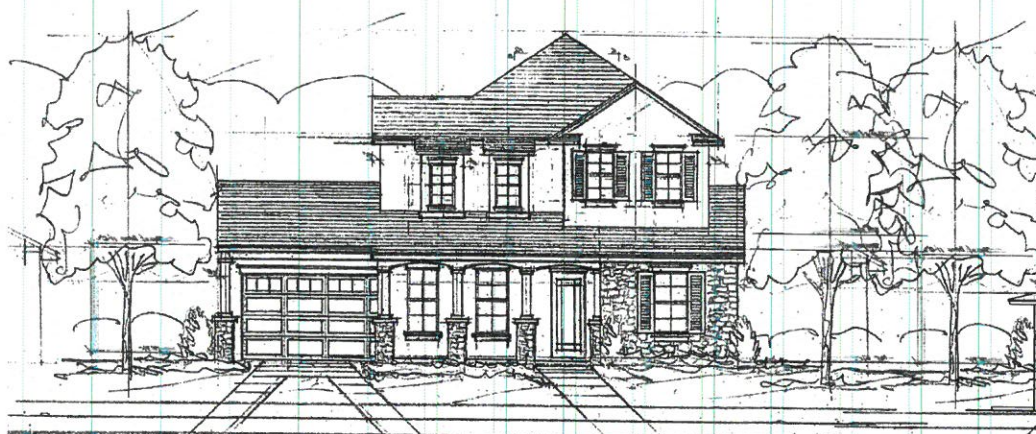
# CONCEPTUAL LOT SPLIT SITE PLANS

BLOCK "B"



PER PLAT BOOK 1, PAGE 81  
50.00' PLATTED STREET

NOTE:  
FLOOR PLANS AND ELEVATIONS  
ARE INTENDED TO REPRESENT  
THE TYPE AND QUALITY OF HOUSES  
TO BE CONSTRUCTED.



CONCEPTUAL FRONT ELEVATION - LOT 1



CONCEPTUAL FRONT ELEVATION - LOT 2

JOHN D. YOUNGMAN  
ARCHITECT AR 9601  
43 East SR 404, Suite 105  
Largo, Florida 32750  
PH 407-581-6661  
jdy@jdy.com

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OF JOHN YOUNGMAN, ARCHITECT

PROJECT  
LOT SPLIT CONCEPT SITE PLANS  
891 S LAKEVIEW AVE  
WINTERPARK, FLORIDA

SHEET TITLE  
CONCEPTUAL SITE PLANS

ARCHITECT PL. REG. ARE 3612

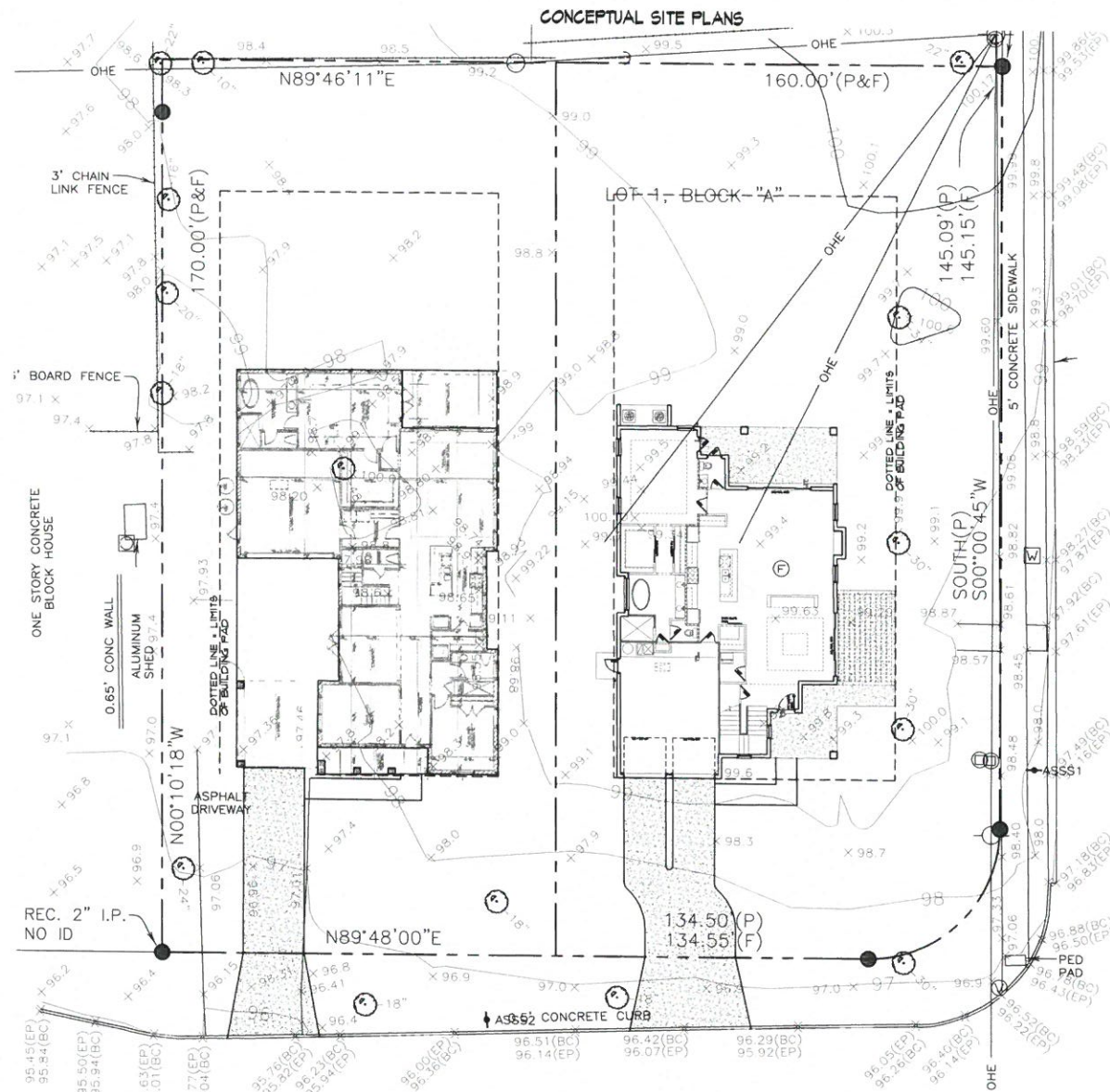
REVISIONS	DATE	BY	APP. BY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

SCALE  
DATE 1/2/2018  
DRAWN BY: R. CARROLL  
CHECKED BY: J. YOUNGMAN

SHEET







NOTE:  
FLOOR PLANS AND ELEVATIONS  
ARE INTENDED TO REPRESENT  
THE TYPE AND QUALITY OF HOUSES  
TO BE CONSTRUCTED.

PER PLAT BOOK O, PAGE 51  
50.00' PLATTED STREET

PER PLAT BOOK T, PAGE 82  
50.00' PLATTED STREET

CONCEPTUAL LOT SPLIT SITE PLAN - LOT 1  
SCALE: 1"=10'

CONCEPTUAL LOT SPLIT SITE PLAN - LOT 2  
SCALE: 1"=10'

JOHN D. YOUNGMAN  
ARCHITECT AR 9601

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Longwood, Florida 32780  
PH 407-581-4441  
HYUN928@com

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PROJECT  
LOT SPLIT CONCEPT SITE PLANS  
331 S LAKEVIEW AVE  
MINTER PARK FLORIDA

DATE FILED  
CONCEPTUAL SITE PLANS

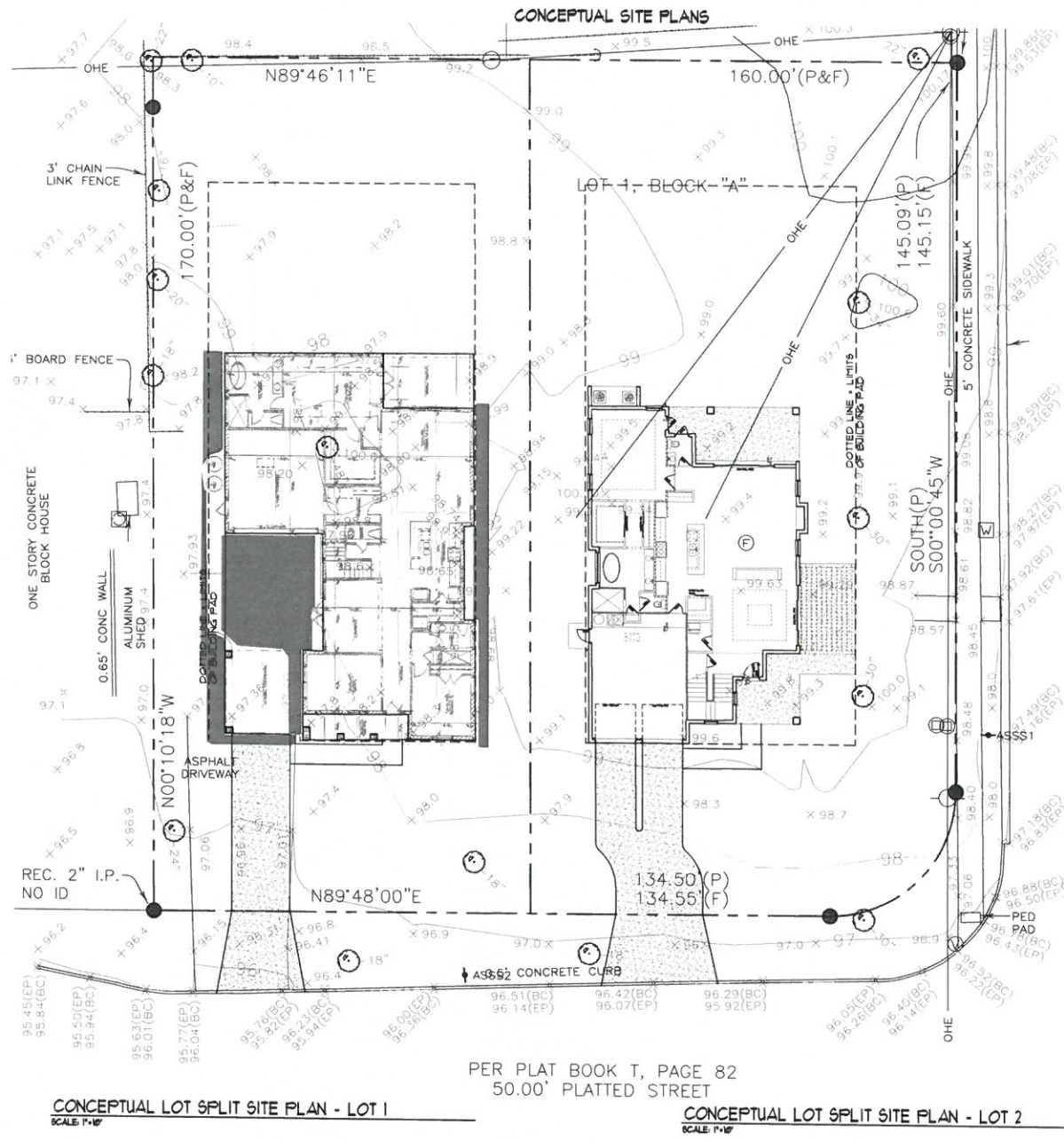
ARCHITECT PL. REG. AR 9601

REVISION  
1. 1"=10'  
2. 1"=10'  
3. 1"=10'  
4. 1"=10'  
5. 1"=10'  
6. 1"=10'  
7. 1"=10'

SCALE  
DATE: 1/2/2006  
DRAWN BY: R. CANNON  
CHECKED BY: J. YOUNGMAN

SHEET

A2



NOTE:  
FLOOR PLANS AND ELEVATIONS  
ARE INTENDED TO REPRESENT  
THE TYPE AND QUALITY OF HOUSES  
TO BE CONSTRUCTED.

PER PLAT BOOK O, PAGE 51  
50.00' PLATTED STREET

PER PLAT BOOK T, PAGE 82  
50.00' PLATTED STREET

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PROJECT  
LOT SPLIT CONCEPT SITE PLANS  
931 S LAKEVIEW AVE  
WINTERPARK FLORIDA

SHEET TITLE  
CONCEPTUAL SITE PLANS

PHASE  
CONCEPT  
PRELIMINARY  
FINAL PACKAGE  
APPROVAL

ARCHITECTURAL REG. NO. 3620

REVISION	DATE
1	
2	
3	
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5	
6	
7	

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

DRAWN BY: R. LARSON

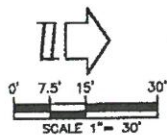
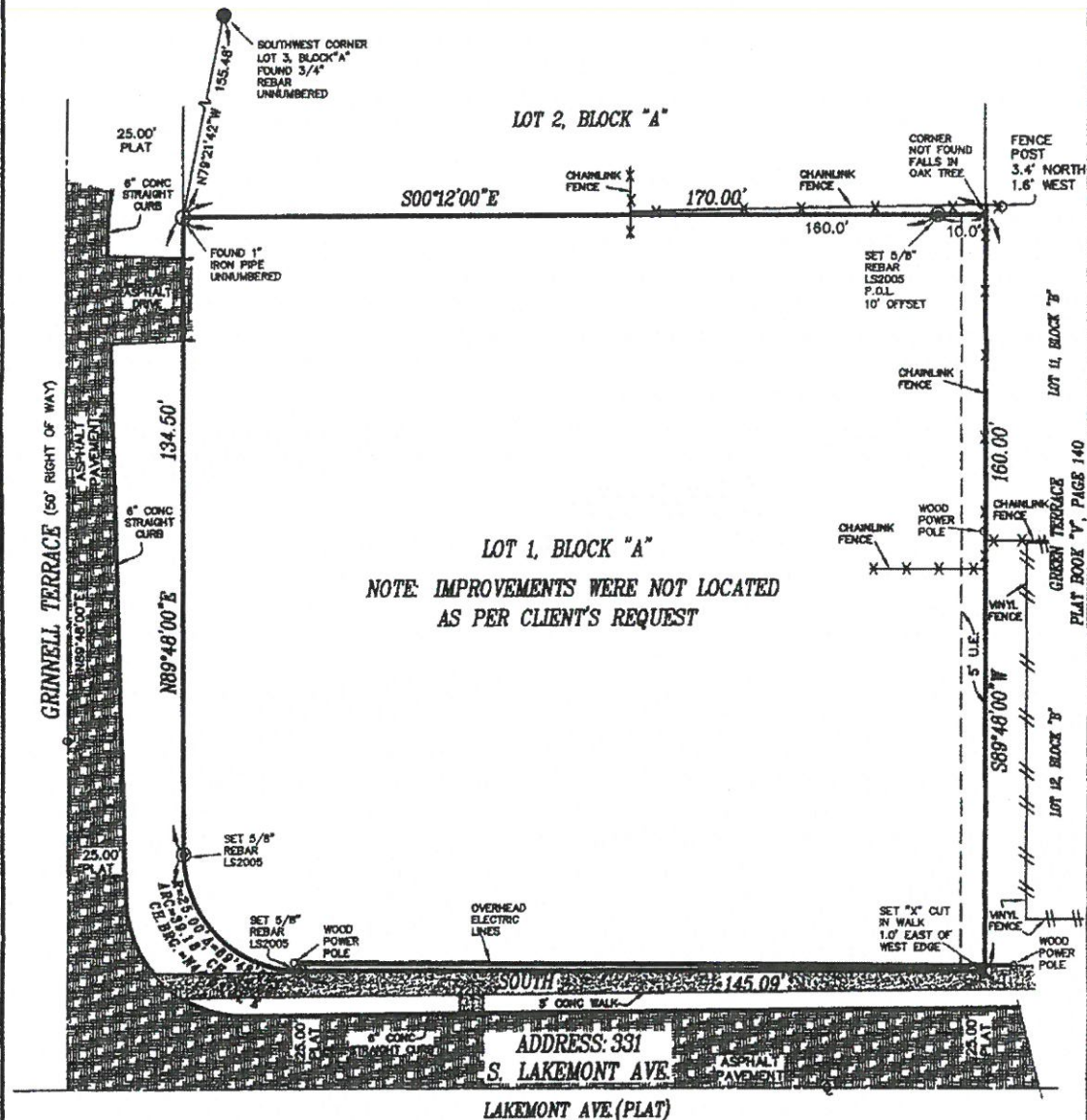
CHECKED BY: J. YOUNGMAN

SHEET  
A2



# PLAT OF BOUNDARY SURVEY FOR DONNA G. SCHRIMSCHER

Description: Lot 1, Block "A", FREMAR SUBDIVISION, according to the plat thereof as recorded in Plat Book "T", Page 82, Public Records of Orange County, Florida.



## ABBREVIATIONS/LEGEND

L.B.-LICENSED BUSINESS  
ARC-ARC LENGTH  
CH-CHORD  
R-RADIUS  
Δ DELTA (CENTRAL ANGLE)  
P.C.-POINT OF CURVATURE  
P.T.-POINT OF TANGENCY  
P.I.-POINT OF INTERSECTION  
P.R.C.-POINT OF REVERSE CURVATURE  
D.&U.E.-DRAINAGE & UTILITY EASEMENT  
U.&S.E.-UTILITY & SIDEWALK EASEMENT  
U.E.-UTILITY EASEMENT  
D.E.-DRAINAGE EASEMENT  
C-C-CENTRAL LINE  
CONC-CONCRETE  
FFE-FINISHED FLOOR ELEVATION  
P.O.L.-POINT ON LINE

## NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF LOT 1, BLOCK "A", FREMAR BEING N89°48'00"E.
2. UNDERGROUND IMPROVEMENTS, ROOF OVERHANGS AND FOOTERS HAVE NOT BEEN LOCATED.
3. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
4. BUILDING TIES ARE TO FOUNDATION.
5. BUILDING TIES ARE NOT TO BE USED TO CONSTRUCT DEED OR PLATTED LINES.
6. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED AND PER RECORDED PLAT UNLESS OTHERWISE NOTED.
7. DESCRIPTION IS RECORDED IN O.R. BOOK 4155, PAGE 3437, ORANGE COUNTY, FLORIDA.

THIS SURVEY MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 54-17, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

THE UNDERSIGNED AND CAYONE, INC. LAND SURVEYORS AND MAPPERS MAKE NO RESERVATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.

**CAYONE, INC.**  
LAND SURVEYORS AND MAPPERS  
300 SOUTH RONALD REAGAN BOULEVARD  
LONGWOOD, FLORIDA 32750-3488  
TELEPHONE (407) 330-8880  
FAX NO. (407) 338-3838  
E-MAIL: CAYONE@CFLAR.COM

THIS SURVEY NOT VALID UNLESS EMBOSSED WITH THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER  
*Domènec F. Cayone*  
DOMÈNEC F. CAYONE -- PRESIDENT  
FLORIDA SURVEYOR & MAPPER NUMBER 2005  
LICENSED BUSINESS NUMBER L.B.0073

REVISION	DATE
RECTIFIED	
FINAL LOCATION	
FOUNDATION LOCATION	
FORMBOARD LOCATION	
STAKE HOUSE	
STAKE LOT	10-10-2016

W.O. STAKE LOT 2018-587 W.O. STAKE HOUSE W.O. FORM CHECK  
W.O. FOUNDATION W.O. FINAL W.O. RECTIFY



May 10, 2017

Planning and Zoning Commission  
City of Winter Park  
Re: Subdivision (Lot Split) at 331 S. Lakemont Ave.

To Whom It May Concern,

I'm writing in regards to our application for subdivision at the property of 331 S. Lakemont. Ave. I have taken the preliminary step to meet with Joshua Nye, City of Winter Park Arborist, to discuss the existing trees on the lot in reference to our future plans for building 2 single family homes, once the existing lot is subdivided.

Per the site visit with Josh, we informally agreed that any tree(s) that would be in the way of the footprints of either future house could go through the tree removal permit application process. Specifically, this refers to the 48" camphor tree that sits on Lot 1 that is within the footprint of the future house that will go on that lot (see conceptual site plan). We found that the oaks on the lots are not in the future house footprints and therefore would remain or just need trimming, particularly the ones that are along Lakemont Ave. A number of "trash" trees on the property we anticipate to remove.

As this subdivision process moves forward, as well as the subsequent demo and building permitting processes with the building department, we will continue to be in communication with Josh and the Division of Urban Forestry to follow all procedures for meeting the Arborist's requirements pertaining to any tree removal on the property.

Josh Nye said he is available for any questions as pertaining to our preliminary meeting regarding this lot and as things progress in this subdivision application process.

Regards,

Greg Clarkson

Building Contractor for 331 S. Lakemont Ave.  
Owner, Clarkson Concept Inc.





# city commission **public hearing**

Item type	Public Hearing	meeting date	June 26, 2017
prepared by	Dori Stone	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		<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A	final vote

- vision themes
- ☒ Cherish and sustain city's extraordinary quality of life.
  - ☒ Plan growth through a collaborative process that protects city's scale and character.
  - ☐ Enhance city's brand through flourishing arts and culture.
  - ☐ Build and embrace local institutions for lifelong learning and future generations.

**Subject: First Reading of the Ordinance to Convey 301 West Comstock Avenue.**

Section 2.11 of the Charter of the City of Winter Park, Florida, requires an ordinance to convey any lands of the City. The City undertook an advertised notice of disposal solicitation and then engaged a licensed real estate broker to solicit the best offer for the benefit of the citizens of the City of Winter Park at a price of \$481,000 which is above the appraised value.

The City has determined that there is not a municipal use of this property and that the proposed use will be consistent with the low density residential district (R-2) zoning and no variances or any other commitments have been made other than the ability to develop the land in conformance with the normal land development code regulations.

As a result, this ordinance is necessary to convey this property to the Winter Park Redevelopment Agency Ltd., pursuant to the terms of the offer of purchase price of \$481,000 pursuant to the offer as approved by the City Commission on May 22, 2017.

The Ordinance authorizes the mayor to sign the attached contract which has been reviewed by the City Attorney's office who has prepared the addendum to the contract with the contract changes recommended.

**Staff Recommendation:** Approval of the Ordinance.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF WINTER PARK,  
FLORIDA, AUTHORIZING THE CONVEYANCE OF THE  
CITY OWNED PROPERTY LOCATED AT 301 WEST  
COMSTOCK AVENUE PURSUANT TO THE PROPOSAL  
ATTACHED HERETO AS EXHIBIT "B"; PROVIDING FOR  
CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, Section 2.11 of the Charter of the City of Winter Park, Florida, authorizes the City Commission, by ordinance to convey or authorize by administrative action the conveyance of any lands of the City; and

**WHEREAS**, the City has determined that there is not a municipal use for the property located at 301 West Comstock Avenue; and

**WHEREAS**, the City Commission deems it advisable to convey said property to Winter Park Redevelopment, Ltd., pursuant to the terms of the proposal attached hereto as Exhibit "B".

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

**SECTION 1.** The recitals stated hereinabove are incorporated herein by reference and are made fully a part of this Ordinance.

**SECTION 2.** The property that is authorized to be conveyed by the City of Winter Park to Winter Park Redevelopment, Ltd., is the property identified in Exhibit "A" attached hereto and made a part hereof by reference, with a street address of 301 West Comstock Avenue, Winter Park, Florida.

**SECTION 3.** The City Commission of the City of Winter Park hereby approves the transfer and conveyance of 301 West Comstock Avenue, Winter Park, Florida to Winter Park Redevelopment, Ltd., subject to the terms of the proposal identified as Exhibit "B" attached hereto and made a part hereof by reference and the terms and conditions of a purchase and sale contract to be negotiated and executed between the parties. This Ordinance is not intended to be a final acceptance of an offer to purchase or sale such property; as such acceptance is subject to the negotiation and execution of a purchase and sale contract in a form acceptable to the City.

**SECTION 4.** This Ordinance shall constitute the authorization by the City Commission pursuant to Section 2.11 of the Charter of the City of Winter Park, Florida, for the transfer and conveyance of the property set forth above. The City Commission of the City of Winter Park hereby authorizes City Manager and City Attorney to negotiate a purchase and sale contract and authorizes the Mayor to execute such purchase and

sale contract and deed of conveyance on behalf of the City, as may be required to effectuate the intent of this Ordinance.

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

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

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

\_\_\_\_\_  
Mayor Steven Leary

ATTEST:

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

**EXHIBIT "A"**  
**CITY PROPERTY**

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

**Parcel ID#:** 05-22-30-9400-68-031



1. **Sale and Purchase:** City of Winter Park, a Florida municipal corporation ("Seller")  
and Winter Park Redevelopment Agency, Ltd., a Florida limited partnership ("Buyer")  
(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
described as:

Address: 301 West Comstock Avenue, Winter Park, Florida 32789

Legal Description: \_\_\_\_\_

See attached Addendum

SEC 05 /TWP 22 /RNG 30 of Orange County, Florida. Real Property ID No.: 05-22-30-9400-68-031  
including all improvements existing on the Property and the following additional property: None

2. **Purchase Price:** (U.S. currency).....\$ 481,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Fishback Law Firm

Escrow Agent's Contact Person: A. Kurt Ardaman, Esquire

Escrow Agent's Address: 1947 Lee Road, Winter Park, Florida 32789

Escrow Agent's Phone: 407 262-8400

Escrow Agent's Email: ardaman@fishbacklaw.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☐ will be delivered to Escrow Agent within \_\_\_\_\_ days (3 days if left blank)

after Effective Date .....\$ 25,000.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within \_\_\_\_\_ days (10 days if left blank) after Effective Date

☐ within \_\_\_\_\_ days (3 days if left blank) after expiration of Feasibility Study Period .....\$ \_\_\_\_\_

(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$ \_\_\_\_\_

(d) Other: .....\$ \_\_\_\_\_

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)  
to be paid at closing by wire transfer or other Collected funds .....\$ 456,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The  
unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): \_\_\_\_\_  
prorating areas of less than a full unit. The purchase price will be \$\_\_\_\_\_ per unit based on a  
calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in  
accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the  
calculation: \_\_\_\_\_

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy  
delivered to all parties on or before \_\_\_\_\_, this offer will be withdrawn and Buyer's deposit, if  
any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is  
delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer  
has signed or initialed and delivered this offer or the final counter offer.

4. **Closing Date:** This transaction will close on See attached Addendum ("Closing Date"), unless specifically  
extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,  
but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,  
Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business  
day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property  
insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If  
this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and  
other items.

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 1 of 7 pages.

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51 **5. Financing: (Check as applicable)**

52 (a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

53 (b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)  
54 specified below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective  
55 Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within \_\_\_\_\_  
56 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,  
57 and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the  
58 Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be  
59 returned.

60 (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ \_\_\_\_\_  
61 or \_\_\_\_\_% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding \_\_\_\_\_% ☐ an  
62 adjustable interest rate not exceeding \_\_\_\_\_% at origination (a fixed rate at the prevailing interest rate  
63 based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully  
64 informed of the loan application status and progress and authorizes the lender or mortgage broker to  
65 disclose all such information to **Seller** and Broker.

66 (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to  
67 **Seller** in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as  
68 follows: \_\_\_\_\_

69 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow  
70 forms generally accepted in the county where the Property is located; will provide for a late payment fee  
71 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without  
72 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on  
73 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to  
74 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**  
75 to obtain credit, employment, and other necessary information to determine creditworthiness for the  
76 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not  
77 **Seller** will make the loan.

78 (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

79  
80 LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at  
81 \$ \_\_\_\_\_ per month, including principal, interest, ☐ taxes and insurance, and having a  
82 ☐ fixed ☐ other (describe) \_\_\_\_\_  
83 interest rate of \_\_\_\_\_% which ☐ will ☐ will not escalate upon assumption. Any variance in the  
84 mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will  
85 purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_% or  
86 the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess,  
87 failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves  
88 **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

89 **6. Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this  
90 contract, ☐ may assign but not be released from liability under this contract, or ☐ may not assign this contract.

91 **7. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty  
92 deed ☒ special warranty deed ☐ other (specify) \_\_\_\_\_, free of liens, easements,  
93 and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,  
94 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any  
95 other matters to which title will be subject) \_\_\_\_\_,  
96 provided there exists at closing no violation of the foregoing.

97 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and  
98 pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.  
99 **Seller** will deliver to **Buyer**, at

100 (**Check one**) ☒ **Seller's** ☐ **Buyer's** expense and

101 (**Check one**) ☐ within \_\_\_\_\_ days after Effective Date ☒ at least **15** days before Closing Date,

102 (**Check one**)

103 (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be  
104 discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the  
105 amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is  
106 paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to  
107 **Buyer** within 15 days after Effective Date.

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(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

8. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) ☐ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within \_\_\_\_\_ days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☒ **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

- (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.
- (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
- ☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

Taxes on deed  
Recording fees for documents needed to cure title  
Title evidence (if applicable under Paragraph 7)  
Other: \_\_\_\_\_

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages  
Recording fees on the deed and financing statements  
Loan expenses  
Title evidence (if applicable under Paragraph 7)  
Lender's title policy at the simultaneous issue rate  
Inspections  
Survey  
Insurance  
Other: \_\_\_\_\_

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☒ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

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- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

**10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

**11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

**12. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

**13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

**14. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

**15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

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(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.

**16. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

~~**17. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer** agrees to rely solely on **Seller**, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.~~

~~**18. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.~~

**19. Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

(a) **CBRE, Inc.** (Seller's Broker)  
will be compensated by ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☒ a listing agreement ☐ other (specify): \_\_\_\_\_

(b) **None** (Buyer's Broker)  
will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties ☐ **Seller's** Broker pursuant to ☐ a MLS offer of compensation ☐ other (specify): \_\_\_\_\_

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 6 of 7 pages.

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324\* 20. Additional Terms: \_\_\_\_\_  
325 \_\_\_\_\_  
326 The attached Addendum is incorporated herein.  
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341 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before  
342 signing.

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

343\* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

344\* Print name: \_\_\_\_\_

345\* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

346\* Print name: \_\_\_\_\_

347 Buyer's address for purpose of notice:

348\* Address: c/o Daniel B. Bellows, P.O. Box 350, Winter Park, FL 32790-0350

349\* Phone: 407-644-3151 Fax: \_\_\_\_\_ Email: \_\_\_\_\_

*City of Winter Park, a Florida municipal corporation*

350\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

351\* Print name: \_\_\_\_\_

352\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

353\* Print name: \_\_\_\_\_

354 Seller's address for purpose of notice:

355\* Address: c/o A. Kurt Ardaman, Esquire, Fishback Law Firm, 1947 Lee Road, Winter Park, FL 32789

356\* Phone: 407 262-8400 Fax: \_\_\_\_\_ Email: ardaman@fishbacklaw.com

357\* Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed and delivered the  
358 final offer or counter offer.)

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Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 7 of 7 pages.

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ALTA  
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SOFTWARE

## ADDENDUM TO VACANT LAND CONTRACT

**THIS ADDENDUM TO VACANT LAND CONTRACT** (this “Addendum”) is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2017 (the “Effective Date”), by and between **CITY OF WINTER PARK**, a Florida municipal corporation (“Seller”); and **WINTER PARK REDEVELOPMENT AGENCY, LTD.**, a Florida limited partnership (“Buyer”) as part of and incorporated into the Vacant Land Contract to which this Addendum is attached, all for the purchase and sale of the Property described therein. This Addendum and the Vacant Land Contract to which this Addendum is attached collectively constitute the Contract.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Defined Terms. Any defined term used in this Addendum that is not specifically defined herein shall have the meaning given to such term in the Vacant Land Contract.

3. Legal Description. The legal description for the Property shall be as follows:

“Lot 3 less the North 125 feet thereof and Lot 9, Block 68, Town of Winter Park, as per Plat Book A, Page 67, Public Records of Orange County, Florida.”

In the event the title commitment uses a legal description materially different than the above description, either party may terminate the Contract by providing written notice to the other party within ten (10) days of receipt of the title commitment. The legal description used in the title commitment shall be used in the survey, deed, and other closing documents.

4. Closing Date. Paragraph 4 of the Vacant Land Contract is replaced with the following: This transaction will close thirty (30) days after the Effective Date or thirty (30) days after adoption of the Seller’s ordinance approving and authorizing the Contract, whichever is later.

5. Assignment. Paragraph 6 of the Vacant Land Contract is replaced with the following: Buyer may not assign this Contract without the prior written consent of the Seller.

6. Title Examination. The fourth and fifth sentences in Paragraph 7(b) of the Vacant Land Contract are replaced with the following: Seller may elect not to cure defects. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller’s inability to cure or election not to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

7. Development Approvals. Notwithstanding any contrary provision in this Contract:

a. Seller, by entering into this Contract, creates no obligation to grant or approve any comprehensive plan, land use, rezoning, site plan, variance, conditional use, building permit, or other approval for the Property;

b. Nothing in this Contract relieves Buyer from applying for any approvals necessary for development of the Property, and nothing herein allows Buyer to avoid paying for and complying with all City of Winter Park and other governmental requirements for development of the Property;

c. Seller has no obligation to sign or authorize, or by entering into this Contract, to approve any applications or documents that Buyer wishes or elects to file or pursue related to any comprehensive plan, land use, zoning, site plan, variance, conditional use, building permit, or other approvals for the Property.

8. Seller Default Provision. Paragraph 15(a) of the Vacant Land Contract is replaced with the following: If Seller fails, neglects or refuses to perform Seller's obligations under this contract, Buyer may elect to receive a return of Buyer's deposit or seek specific performance.

9. Oak Trees. The deed will include a restriction requiring that the oak trees near the western property line be maintained in good condition, and in the event of the substantial damage, destruction or loss of any such trees, the damaged, destroyed or lost trees shall be replaced in accordance with the City's tree preservation ordinance. The City shall be entitled to injunctive relief to enforce the restriction.

10. Paragraphs 17 and 18 of the Vacant Land Contract are deleted in their entirety.

11. Brokers. As indicated in paragraph 19 of the Vacant Land Contract, Seller represents that its only broker for this transaction is CBRE, Inc., which will be paid a broker's fee by Seller for this transaction at Closing, contingent upon Closing. Buyer represents it has no broker for this transaction. Seller and Buyer each indemnify and hold the other harmless from any loss or damage arising from such party's representations. This Paragraph 11 survives termination, expiration, and closing of the Contract.

12. No Further Changes. The foregoing terms and conditions are hereby incorporated into the Contract. Except as set forth in this Addendum, the Contract in its original form shall have full force and effect. In the event of any conflict or ambiguity between the Vacant Land Contract and this Addendum, this Addendum controls. This Addendum may be executed in one or more counterparts. Signed counterparts delivered by facsimile or electronic mail shall constitute originals.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties have set their hands and seals as of the Effective Date of this Addendum.

**SELLER :**

**CITY OF WINTER PARK**  
a Florida municipal corporation

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_

**BUYER:**

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

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_