



city commission agenda

Regular Meeting

July 10, 2017
3:30 p.m.
Commission Chambers

commissioners				mayor	commissioners			
seat 1	Gregory Seidel	seat 2	Sarah Sprinkel	Steve Leary	seat 3	Carolyn Cooper	seat 4	Pete Weldon

welcome

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

meeting procedures

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

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

agenda

1 Meeting Called to Order

2 Invocation Rev. Leslie McCarrick, Winter Park Christian Church Pledge of Allegiance

3 Approval of Agenda

4 Mayor's Report

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

5 City Manager's Report

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

a. Presentation of the proposed 2017/2018 budget

15 minutes

6 City Attorney's Report

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

7	Non-Action Items	*Projected Time *Subject to change
8	Citizen Comments 5 p.m. or soon thereafter (if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting) (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	
9	Consent Agenda	*Projected Time *Subject to change
	<ul style="list-style-type: none"> a. Approve the minutes of June 26, 2017. b. Approve the execution of the Restated Interlocal Cooperation Agreement with Orange County for Community Development Programs under the Urban County Program. c. Approve the following purchases: <ul style="list-style-type: none"> 1. Change Order for BPO159054 to Heart Utilities for electrical undergrounding and capital work; \$275,000. 2. Change Order for BPO159055 to HDD of Florida for electrical undergrounding and capital work; \$420,000. d. Award RFQ-21-2017, Construction Management at Risk, New Library and Events Center to Brasfield & Gorrie Lamm & Company Partners; and authorize staff to enter into negotiations. 	5 minutes
10	Action Items Requiring Discussion	*Projected Time *Subject to change
	<ul style="list-style-type: none"> a. Joint Use Agreement with Orange County Public Schools for use of Brookshire Elementary School grounds and potential use of Lakemont Elementary School grounds for passive recreation 	10 minutes
11	Public Hearings	*Projected Time *Subject to change
	<ul style="list-style-type: none"> a. Ordinance – Authorizing the conveyance of 301 West Comstock Avenue (1) b. Resolution – Approving a supporting resolution to the Winter Park Community Redevelopment Agency’s approval of Holiday AL Management Sub LLC (Holiday Retirement) as a Qualified Target Industry c. <u>Request of BFC New England LLC</u>: Conditional use approval to construct a three story mixed use building of 52,601 square feet with parking in a basement level at 158 East New England Avenue 	20 minutes 10 minutes 45 minutes
12	City Commission Reports	*Projected Time *Subject to change
	<ul style="list-style-type: none"> a. Commissioner Seidel b. Commissioner Sprinkel c. Commissioner Cooper d. Commissioner Weldon e. Mayor Leary 	10 minutes total

appeals & assistance

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

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

CITY MANAGER'S REPORT

- **STORMS** – As of this writing we had two major thunderstorms come through the City in the past week. The storms Saturday, July 1st brought about four inches of rain and the one on July 4th dumped another 3 inches along with some heavy winds. There are a few things to keep in mind when assessing the effects of a storm besides the overall volume of rainfall.
 - Intensity: How quickly a given volume of rain falls. In both cases the intensity was strong, meaning all of that rainfall happened in a very short period of time (approximately an hour). When that happens there is localized flooding in places where we would not see flooding during a normal rain event. And those places where we are prone to flooding during a regular event incur much worse impacts than normal.
 - Antecedent conditions: The frequency of storms can impact the ability of the ground and of our stormwater infrastructure to handle the rainfall. When areas get heavy rains for multiple days in a row the soils stay saturated and retention ponds and treatment systems stay full. Many facilities are designed to recover their storage volumes over 72 hours.
 - Wind/debris: When there are heavy winds a lot of debris hits the ground and then the stormwater runoff carries the debris to the inlets and clog them. If you drove around July 5th you saw nearly every inlet clogged with branches, leaves, moss and other debris.
- **MINNESOTA RAILROAD CROSSING** – The project to level the RR crossing at Minnesota Ave, including the concrete panels, is scheduled for the weekend of July 28th. The intersection will be closed through Monday, July 31st and possibly part of Tuesday.

- **LIBRARY/EVENTS CENTER BONDS** – The bonds closed on Monday, July 3rd. The project money is in the bank.
- **BOARD ORIENTATION** – Staff and the City Attorney conducted a new citizen board member orientation on June 27th.

REGULAR MEETING OF THE CITY COMMISSION
June 26, 2017

The meeting of the Winter Park City Commission was called to order by Vice Mayor Pete Weldon, at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Fire Chief Jim White; followed by the Pledge of Allegiance.

Members present:

Vice Mayor Pete Weldon
Commissioner Greg Seidel
Commissioner Sarah Sprinkel
Commissioner Carolyn Cooper

Also present:

City Manager Randy Knight
Debbie Wilkerson (for Clerk Bonham)
City Attorney Kurt Ardaman

Absent:

Mayor Steve Leary

Approval of the agenda

City Manager Knight announced that public hearing 'c' has been pulled for the next meeting because the contract has not been finalized.

Motion made by Commissioner Sprinkel to approve the agenda; seconded by Commissioner Seidel and carried with a 4-0 vote.

Mayor's Report

No report.

City Manager's Report

City Manager Knight reported that the purchaser of the Lee Road property has backed out of the deal so the property is back on the market. It was clarified that any new potential buyer will come back to the Commission for approval.

City Attorney's Report

Attorney Ardaman reported that the Governor signed the act regarding marijuana which is now the law that the State has preempted all matters related to the dispensaries to the Legislature but that the law allows the City to either ban dispensaries throughout the City or to regulate dispensaries consistent with how cities and local governments regulate pharmacies. He addressed a draft ordinance that would prohibit and ban them throughout the City that the Commission can consider after going through the Planning and Zoning Board. Commissioner Sprinkel asked that data be provided to them regarding the number of arrests for possession before the ordinance is adopted.

Non-Action Item

No items.

Consent Agenda

- a. Approve the minutes of June 12, 2017. **PULLED FROM AGENDA FOR DISCUSSION. SEE BELOW.**
- b. Confirm Daniel D'Alessandro as Electric Utility Director. **PULLED FROM AGENDA FOR DISCUSSION. SEE BELOW.**
- 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. **PULLED FROM AGENDA FOR DISCUSSION THROUGH ITEM 12. SEE BELOW.**
 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.
 14. Award to Wesco Distribution, IFB-17-2017, purchase of Switchgears for Electric Utility; and authorize the Mayor to execute contract.

Commissioner Seidel pulled Consent Agenda Items 'c' 6-12 because of conflict of interests. Form 8B is attached to the minutes.

Commissioner Cooper pulled Consent Agenda Item 'a', Minutes for discussion.

Commissioner Seidel pulled Consent Agenda 'b' for discussion.

Motion made by Commissioner Sprinkel to approve Consent Agenda Items 'c', 1-5 and 13-14; seconded by Vice Mayor Weldon. No public comments were made. **The motion carried unanimously with a 4-0 vote.**

Consent Agenda Item 'a', Minutes:

Commissioner Cooper asked to add under the social media policy "Commissioner Cooper submitted comments from the First Amendment Foundation based on their review of the proposed social media policy and asked that those comments be reviewed by City staff."

Motion made by Commissioner Cooper to approve the minutes with the amendment; seconded by Commissioner Seidel and carried unanimously with a 4-0 vote. No public comments were made.

Consent Agenda Item 'b':

City Manager Knight spoke about the great job Dan has done since being with the City and has earned the promotion as Director. Mr. D'Alessandro was praised by members of the Commission. No public comments were made.

Motion made by Vice Mayor Weldon to approve Consent Agenda Item 'b'; seconded by Commissioner Cooper and carried unanimously with a 4-0 vote. No public comments were made.

Consent Agenda Items 'c', 6-12:

Motion made by Vice Mayor Weldon to approve Consent Agenda Item 'c' 6-12; seconded by Commissioner Sprinkel and carried with a 3-0 vote with Commissioner Seidel abstaining from voting due to a conflict of interest.

Action Items Requiring Discussion

No items.

Public Hearings:

- a. Request of Kim Neitzel:

ORDINANCE NO. 3078-17: 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 Second Reading

Attorney Ardaman read the ordinance by title.

Motion made by Commissioner Sprinkel to adopt the ordinance; seconded by Commissioner Cooper. No public comments were made. **Upon a roll call vote, Vice Mayor Weldon and Commissioners Seidel, Sprinkel and Cooper voted yes. The motion carried unanimously with a 4-0 vote.**

- b. Request of the Dorough Brothers Properties LLC: 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

Planning Manager Jeff Briggs addressed the property location, the lot sizes, the commitment to preserve the major specimen trees on site, the architectural diversity of the two homes to be built, and that no variances are required. Mr. Briggs spoke about the historic preservation program and that the owners did not want to put the property on the Winter Park historic register.

Commissioner Cooper spoke about the many people who would like to see the home preserved and asked if enough time has been spent assessing/evaluating the home to see if it is economically feasible to preserve its history.

Motion made by Commissioner Sprinkel to approve the request; seconded by Vice Mayor Weldon.

Dale Cox, 11906 Provincial Way, Windermere, representing the applicant stated he has spoken with the City Architect and others and have spent a lot of time in reviewing and considering the history of the home. He introduced John Dorough (Dorough Brothers Properties), architect John Youngman, general contractor Greg Clarkson, his real estate broker, and real estate agent representing the seller. He stated that the real estate agent has gotten letters in favor of the demolition and lot split from the nearby residents.

He addressed the time spent with their architect and general contractor reviewing possibilities to include rehabilitation of the existing structure and other options for different structures if they were to demolish the home. He stated unfortunately they did not find where it made economic sense to move the home and would be very challenging so the building mover company was not interested in providing a bid if they found a location to move it to. He stated they have spent more than adequate time researching and evaluating the home and there is nothing else they would do if this request was delayed.

Commissioner Seidel asked Mr. Cox if they considered splitting the lot in an east/west direction as opposed to the north/south direction. Mr. Cox spoke about a rehab not making economic sense because of the condition of the home. Vice Mayor Weldon commented about the applicant doing everything possible to evaluate the property before coming up with their request. Mr. Cox stated they did not see anything in the home that warranted it to be historic. Commissioner Cooper expressed her preference that our city architect evaluates the inside of the home before moving forward with this request.

Motion made by Commissioner Cooper that we table this time certain for our next meeting and give our City architect an opportunity to meet with Mr. Cox and actually go into the house. Motion failed for lack of a second.

Planning Director Dori Stone addressed the historic preservation ordinance that allows them to ask permission to go into the house prior to demolition that will come through the building department. Mr. Weiss (City architect) will then contact the owners and ask permission to go in.

Jane [Panchookian](#), Coldwell Banker, representing the property owner, read a letter from the owner where she stated they have no interest in putting the home on the historical register as there is no historical value in the house and that she is in support of demolishing the home and splitting the property. She spoke about the disrepair the house is in whereby no offers were made on the property. Vice Mayor Weldon asked her to provide copies of the letter submitted by the owner.

Jacob Stern, 2407 Forfarshire Drive, opposed the demolition of the house and spoke in favor of moving the house to another location.

Hilary Stalder, 2407 Forfarshire Drive, opposed the demolition of the house and spoke in favor of further investigating the historic designation.

Commissioner Seidel provided further comments regarding options for saving the home. Commissioner Sprinkel spoke about the home being in disrepair for many years and that they have gone through their due diligence and have done everything they can. She commented that she does not want to ask them to do more.

Motion amended by Commissioner Seidel to allow the requestor the flexibility to make the decision whether to split the lot on an east/west bearing; seconded by Commissioner Cooper. Upon a roll call vote on the amendment, Commissioner Seidel and Cooper voted yes. Commissioner Sprinkel and Vice Mayor Weldon voted no.

Upon a roll call vote on the main motion, Vice Mayor Weldon and Commissioners Seidel and Sprinkel voted yes. Commissioner Cooper voted no. The motion carried with a 3-1 vote.

- c. 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. First Reading

This item was pulled from the agenda until July 10, 2017.

PUBLIC COMMENTS (ITEMS NOT ON THE AGENDA)

No comments were made.

City Commission Reports:

a. Commissioner Seidel – Reported receiving emails on the use of the Blake Yard property whereby staff is investigating the issue.

b. Commissioner Sprinkel – Asked for an update on Architect Sir David Adjaye's visit and where they are related to the City Foundation. City Manager Knight spoke about the public forum held by the architects last week and several meetings with stakeholders during the day. He addressed meetings being set up with individual Commissioners for those not able to attend.

Planning Director Stone spoke about the public forums, stakeholder meetings held on parking in downtown, and the strategic planning meeting with the community about parking. She addressed noticing the property owners and tenants within 1,500 feet of Orange Avenue and invited them to two stakeholder meetings with Logan Simpson to talk to them about Orange Avenue and Progress Point. They were held and are offering an open house to the community this week to review with them the Orange Avenue presentation provided last week. Commissioners Sprinkel and Cooper asked that they are made aware of what is happening before inviting the public to meetings or forums.

c. Commissioner Cooper – No report.

d. Vice Mayor Weldon – Spoke about the budget process coming forward, the CRA options being presented and the corridor studies underway. He looks forward to doing a lot of work on decisions to be made regarding priorities.

The meeting adjourned at 4:45 p.m.

Mayor Steve Leary

ATTEST:

City Clerk Cynthia S. Bonham, MMC



city commission agenda item

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

CDBG Interlocal Agreement with Orange County for 2018-2020

motion | recommendation

Recommendation to execute the Restated Interlocal Cooperation Agreement between Orange County and the City of Winter Park for Community Development Programs under the Urban County Program. (Attached)

background

In 1994 Orange County and the City of Winter Park entered into an interlocal agreement to authorize Orange County to undertake activities to plan and carry out the Community Development Block Grant ("CDBG"), HOME Investment Partnership ("HOME"), and Emergency Solutions Grant Programs ("ESG"), for the benefit of county residents including Winter Park residents. There is a desire to continue the relationship for the benefit of the City by entering into an amended and restated agreement pursuant to the Department of Housing and Urban Development's requirement as set forth in the Urban County Qualification Notice.

Orange County would continue to make application for, receive and administer CDBG funds on behalf of the City of Winter Park. The City will have the opportunity to submit projects for funding consideration.

alternatives | other considerations

The City could decline to receive CDBG, HOME, and ESG funding through Orange County.

fiscal impact

None

**RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN
ORANGE COUNTY, FLORIDA AND CITY OF WINTER PARK, FLORIDA
FOR COMMUNITY DEVELOPMENT PROGRAMS
UNDER THE URBAN COUNTY PROGRAM**

THIS AGREEMENT is entered into by Orange County, Florida, a charter county and political subdivision of the State of Florida ("the County") and the City of Winter Park, Florida, a municipal corporation created and existing under the laws of the State of Florida ("the Municipality").

RECITALS

WHEREAS, the Housing and Community Development Act of 1974, as amended, makes provisions whereby urban counties may enter into cooperation agreements with certain units of local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants; and

WHEREAS, this Agreement covers the Community Development Block Grant, HOME Investment Partnership Program, and Emergency Solutions Grant programs; and

WHEREAS, in 1994 the COUNTY and the MUNICIPALITY entered into an interlocal agreement to authorize the COUNTY to undertake activities to plan and carry out the Community Development Block Grant ("CDBG"), HOME Investment Partnership ("HOME"), and Emergency Solutions Grant Programs ("ESG"), for the benefit of residents of Orange County, Florida; and

WHEREAS, the COUNTY and the MUNICIPALITY desire to continue the relationship established in that 1994 interlocal agreement and has done so, and continues to do so, by restating and amending that agreement; and

WHEREAS, there amendments herein are made pursuant to the Department of Housing and Urban Development's mandate that the agreement between the COUNTY and the MUNICIPALITY meets the requirements set forth in the Urban County Qualification Notice for the subsequent qualification period; and

WHEREAS, the COUNTY and the MUNICIPALITY seek requalification for the subsequent, 2018-2020 Urban County Qualification period, and for any successive qualification periods that provide for automatic renewals; and

WHEREAS, interlocal agreements of this type are fully authorized by Part 1, Chapter 163, Florida Statutes, as well as other applicable local law.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION 1. RECITALS

The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

SECTION 2. MUNICIPALITY'S AUTHORIZATION

(a) The MUNICIPALITY's City Commission authorizes this agreement and hereby directs its Mayor to execute it. The MUNICIPALITY agrees to provide the COUNTY with evidence of authorization for execution by the Mayor.

(b) The MUNICIPALITY hereby authorizes the COUNTY to make application for and receive CDBG funds from the United States Department of Housing and Urban Development, hereinafter "HUD", on its behalf and, further, authorizes the COUNTY to include the municipality's population for the purposes of calculating and allocating CDBG funding.

SECTION 3. COUNTY ADMINISTRATION

(a) The COUNTY's Board of County Commissioners authorizes this agreement and hereby directs its Mayor to execute it.

(b) The COUNTY agrees to provide, at no cost to the MUNICIPALITY, the staff, resources, and other services necessary to plan and administer the CDBG, HOME, and ESG Grants.

SECTION 4. MUTUAL COOPERATION

The COUNTY and the MUNICIPALITY agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

SECTION 5. PROJECTS FUNDED

(a) The COUNTY agrees to facilitate, encourage and allow municipal officials and the citizens of the MUNICIPALITY to have the full and open opportunity to submit projects for funding consideration.

(b) The MUNICIPALITY understands and agrees that the COUNTY will have final and ultimate responsibility for selecting activities to be funded through the CDBG, HOME, and ESG programs, and for annual reporting required by HUD.

SECTION 6. MUNICIPALITY OBLIGATIONS

(a) The MUNICIPALITY and the COUNTY agree that pursuant to that provisions of Title 24, Code of Federal Regulations, including, but not limited to, Section 570.501(b), the MUNICIPALITY is subject to the same requirements applicable to subrecipients,

including, but not limited to, the requirement for a written agreement set forth in Title 24, Code of Federal Regulations, Section 570.503.

(b) The MUNICIPALITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County Program.

(c) The MUNICIPALITY may receive a formula allocation under the HOME Program only through the Urban County, but neither is precluded from applying to the State for HOME funds, if the State allows.

(d) The MUNICIPALITY may receive a formula allocation under the ESG Program only through the Urban County Program, but neither is precluded from applying to the State for ESG funds, if the State allows.

(e) The MUNICIPALITY may not participate in a HOME consortium except through the Urban County Program, regardless of whether the Urban County receives a HOME formula allocation.

(f) The MUNICIPALITY may not sell, trade, or otherwise transfer, all or any portion of such funds to a metropolitan city, urban county, unit of local government, Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

SECTION 7. GRANT OF AUTHORITY

(a) This Agreement covers CDBG, HOME and ESG appropriations for fiscal years 2018, 2019, and 2020, beginning October 1, 2018. This Agreement will automatically be renewed for participation in successive three-year qualification periods. This Agreement remains in effect, and neither the COUNTY nor the CITY can terminate or withdraw from it until funds and program income received with respect to activities carried out during the three-year qualification period, and any successive qualification periods, are expended and the funded activities are completed; unless the MUNICIPALITY or COUNTY provides written notice that it elects not to participate in the new qualification period. A copy of the written notice will be sent to the HUD Jacksonville Field Office by the date specified in the Urban County Qualification Schedule.

(b) The COUNTY agrees that it will notify the MUNICIPALITY, in writing, of its right not to participate – pursuant to Section 7(a) above – by the date specified in HUD's Urban County Qualification Notice for the next qualification period.

(c) Failure by either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban qualification period, and to submit such amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period.

SECTION 8. PERFORMANCE OF SERVICES/CONTRACTS

(a) As to the use of the CDBG, HOME, and ESG funds received by the COUNTY, the COUNTY may either carry out the CDBG, HOME, and ESG Programs for the MUNICIPALITY or, in the event that the parties jointly determine that it is feasible for the MUNICIPALITY to perform any services in connection with the CDBG, HOME, and ESG Programs, the COUNTY may contract with the MUNICIPALITY for the performance of such services.

(b) Any contracts entered into pursuant to Section 8(a) above shall contain provisions which obligate the MUNICIPALITY to undertake all necessary actions to carry out the CDBG, HOME, and ESG Program and Consolidated Plan, where applicable; within a specified time frame and in accordance with the requirements of Title I of the Housing and Community Development Act of 1974, as amended, and any and all other applicable laws and implementing regulations.

(c) The MUNICIPALITY agrees to undertake and accomplish all necessary actions, as determined by the County, in order to carry out the Community Development Block Grant Program, the HOME Program, the Emergency Solutions Grant, and the Consolidated Plan.

SECTION 9. APPLICABLE LAWS/COMPLIANCE

(a) The MUNICIPALITY and the COUNTY agree to take all actions necessary to assure compliance with the COUNTY'S certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including but not limited to, Title VI of the Civil Rights Acts of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and with the Americans with Disabilities Act of 1990, and all other applicable laws, rules, and regulations. The MUNICIPALITY agrees to comply with all auditing requirements imposed by law, rule, regulation, or by the COUNTY.

(b) The MUNICIPALITY acknowledges and understands that noncompliance by the MUNICIPALITY with all applicable provisions of laws, rules, or regulations may constitute noncompliance by the entire urban county program, and the COUNTY, as the grantee, and the MUNICIPALITY, assume responsibility therefor.

SECTION 10. FAIR HOUSING

The MUNICIPALITY acknowledges that the COUNTY will prohibit urban county funding for activities in, or in support of, the MUNICIPALITY if the MUNICIPALITY does not affirmatively further fair housing within the MUNICIPALITY'S jurisdiction and/or if the MUNICIPALITY impedes the COUNTY'S actions to comply with its fair housing certification.

SECTION 11. LAW ENFORCEMENT

The MUNICIPALITY has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. Furthermore, the MUNICIPALITY has adopted and is enforcing a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction. In furtherance of this provision, specifically, and all other provisions of this Agreement, generally, the MUNICIPALITY agrees to indemnify and hold the COUNTY harmless to the fullest extent provided by law.

SECTION 12. STATUS OF MUNICIPALITY

Pursuant to 24 CFR 570.501(b), as well as all other applicable law, the MUNICIPALITY agrees that it is, at a minimum, subject to the same requirements applicable to grantee subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

SECTION 13. PROGRAM INCOME

The MUNICIPALITY and the COUNTY agree to the following provisions:

- (a) The MUNICIPALITY shall inform the COUNTY of any income generated by expenditure of CDBG, HOME, or ESG funds.
- (b) The MUNICIPALITY may retain program income subject to requirements set forth in the Agreement.
- (c) Any program income retained by the MUNICIPALITY shall be used for eligible activities in accordance with applicable CDBG, HOME or ESG requirements.
- (d) The COUNTY shall have the responsibility to monitor and report to HUD on the use of any such program income thereby requiring appropriate record keeping and reporting by the MUNICIPALITY as may be needed for this purpose.

(e) In the event of the COUNTY'S failure to qualify as an urban county, or a change in status of the MUNICIPALITY, any program income shall be paid to the COUNTY.

SECTION 14. REAL PROPERTY

The MUNICIPALITY and the COUNTY agree with the following standards regarding real property acquired or improved in whole or in part using the CDBG, HOME, or ESG funds:

(a) The MUNICIPALITY shall notify the COUNTY, in a timely manner, of any modification or change in the use of real property from that intended at the time of acquisition or improvement including disposition thereof.

(b) The MUNICIPALITY shall reimburse the COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-Community Development Block Grant funds) of property acquired or improved with Community Development funds that is disposed of or transferred for use incongruent with CDBG, HOME, or ESG regulations.

(c) In the event of the COUNTY'S failure to qualify as an urban county, or a change in status of the MUNICIPALITY, any program income generated from the disposition or transfer of property shall be paid to the COUNTY.

SECTION 15. EFFECTIVE DATE

This Agreement shall take effect upon the execution of the Agreement by the parties.

SECTION 16. COUNTERPARTS

This Agreement may be executed in counterparts each of which shall be deemed an original.

[THE REMAINDER OF THIS PAGE WAS LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Date: _____

CITY OF WINTER PARK, FLORIDA
By: City of Winter Park City Commission

By: _____
Steve Leary, Mayor

ATTEST:

By: _____
Cindy Bonham, City Clerk

Date: _____



city commission agenda item

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

Purchases over \$75,000

	vendor	item background	fiscal impact	motion recommendation
1.	Heart Utilities	Change Order for BPO159054 – Electric Undergrounding and Capital Work.	Total expenditure included in approved FY17 budget. Amount: \$275,000.	Commission approve Change Order to Heart Utilities for Electrical Undergrounding and Capital Work.
New BPO Total amount: \$1,860,000.				
2.	HDD of Florida	Change Order for BPO159055 – Electric Undergrounding and Capital Work.	Total expenditure included in approved FY17 budget. Amount: \$420,000.	Commission approve Change Order to HDD of Florida for Electrical Undergrounding and Capital Work.
New BPO total amount: \$1,755,000.				

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



city commission agenda item

Item type	Consent Agenda	meeting date	July 10, 2017
prepared by		approved by	<input type="checkbox"/> City Manager
department	Purchasing Division		<input type="checkbox"/> City Attorney
division			<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote	
vision themes	<input type="checkbox"/> Cherish and sustain city's extraordinary quality of life.		
	<input type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character.		
	<input type="checkbox"/> Enhance city's brand through flourishing arts and culture.		
	<input checked="" type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.		

subject

RFQ-21-2017 – Construction Management at Risk – New Library and Events Center

motion | recommendation

Commission approve award to Brasfield & Gorrie | Lamm & Company Partners, and authorize staff to enter into negotiations.

background

On May 4, 2017, the City issued a Request for Qualifications for a construction manager at risk, for the new library and events center. Five (5) proposals were received, and on June 21, 2017, the evaluation committee short listed three (3) firms for oral presentations. The post presentation final ranking identified the top ranked firm as Brasfield & Gorrie | Lamm & Company Partners. Under CCNA requirements (F.S. 287.055), staff seeks authorization to enter into negotiations with the top ranked firm. Upon successful negotiations, staff will bring the contract back to the City Commission for final approval.

alternatives | other considerations

N/A

fiscal impact

The project is being funded by a voter approved debt service referendum totaling \$27.5 million and \$2.5 million in capital raised by the Library.



city commission agenda item

item type	Action Item Requiring Discussion	meeting date	July 10, 2017
prepared by department division	Parks and Recreation Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Approved by Parks and Recreation Advisory Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	5-0 final vote
strategic objective	<input checked="" type="checkbox"/> Exceptional Quality of Life <input type="checkbox"/> Intelligent Growth & Development <input type="checkbox"/> Investment in Public Assets & Infrastructure <input type="checkbox"/> Fiscal Stewardship <input checked="" type="checkbox"/> Public Health & Safety		

Subject

Joint Use Agreement between the City of Winter Park and Orange County Public Schools.

motion | recommendation

Approval of Joint Use Agreement between the City and OCPS for the use of Brookshire Elementary School grounds and potential use of Lakemont Elementary School grounds for passive recreation.

background

Joint Use Agreement between the City of Winter Park and Orange County Public Schools that will allow residents to access recreation amenities (green space and playgrounds) on school property for passive recreation use during non-school hours (weekends and evenings). The additional space for passive recreation will provide residents with additional space for non-organized or league sanctioned sports activities and provide an alternative playground location at a minimal cost.

As of 6/27/17 OCPS School Board has approved the joint use agreement and is completing the signature process.

alternatives | other considerations

The City can choose to not agree to the Joint Use Agreement with OCPS and residents can continue to utilize the recreational spaces currently provided by the City.

fiscal impact

We anticipate minimal fiscal impact with the proposed agreement. Annual expenditures are projected to be under \$5,000 per fiscal year and would be used to cover any wear/tear or damage to equipment that is directly caused through City related public use.

For the immediate term, current Parks and Recreation staffing levels can accommodate the additional responsibilities involved in opening, closing, and inspecting the Brookshire site. If the City chooses to add additional locations at a later time staffing levels would need to be re-evaluated and an additional part-time Park Attendant may need to be added at an annual cost of approximately \$8,000-\$10,000 per year.

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT (“Agreement”) is made and entered into as of the Effective Date (hereinafter defined) between **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida, with its principal offices at 445 West Amelia Avenue, Orlando, Florida 32801 (hereinafter referred to as the “School Board”), and **CITY OF WINTER PARK**, with its principal offices at 401 South Park Avenue, Winter Park, Florida 32789 (“City”).

WITNESSETH

WHEREAS, the City and the School Board are interested in and concerned with the development and provision of adequate parks and recreational facilities for their respective use for physical education programs and for the recreational enrichment, human development, and well being of the students and people of the local community; and

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes local governmental entities to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and, thereby, to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the School Board owns land and recreational facilities located within the City of Winter Park; and

WHEREAS, a cooperative effort between the City and the School Board will enable recreational sites to be utilized without duplication of efforts and expenditures; and

WHEREAS, the School Board owns the educational facilities known as Lakemont Elementary School and Brookshire Elementary School as more particularly depicted in **Composite Exhibit “A”** attached hereto and incorporated herein by reference (individually referred to as “School,” and collectively as “Schools”);

WHEREAS, subject to the terms herein, the general public will have access to certain playground areas and other open areas and real property located on the Schools and more specifically depicted on the site plans attached hereto as **Composite Exhibit “B”** and incorporated herein by reference (“Site Plan”) after School Hours (hereinafter defined) in accordance with the City’s rules and regulations; and

WHEREAS, the City wishes to maintain the School Facilities (hereinafter defined) as provided in this Agreement at the Schools in return for exclusive first priority use of the same during non-school hours; and

WHEREAS, the School Board and the City wish to enter into this Agreement, to set forth the terms and conditions regarding use and maintenance of the School Facilities; and

WHEREAS, the School Board and the City desire that this Agreement supersede any and all previous agreements setting forth the terms and conditions of the construction, maintenance and use of the Schools and the School Facilities.

Now Therefore, for and in consideration of the premises, the payment of Ten and No/100 Dollars (\$10.00) in hand paid by School Board to City, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the School Board and the City hereby covenant and agree to and with each other as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into this Agreement.

2. **Definitions.** As used in this Agreement, the following words shall have the following meaning:

a. "Principal" means each of the principals of Lakemont Elementary School and Brookshire Elementary School, or either school.

b. "School Term" means and includes days during which student classes are regularly scheduled at the School, but shall not include Saturdays, Sundays, holidays or breaks during which time classes are not in session, with the exception of scheduled School-related activities or functions that occur on such days; specifically, "School Term" shall not include winter break, spring break or summer vacation.

c. "Superintendent" means the Superintendent of Orange County Public Schools.

3. **License to Use School Facilities.** The School Board hereby grants to the City a license to occupy and use, subject to the terms and conditions contained herein, certain playground and open areas and real property more particularly identified on the Brookshire Elementary School portion of the Site Plan and as identified on the Lakemont Elementary School portion of the Site Plan as the "School Facilities," including, without limitation, the playground, open field areas, and ingress and egress from and to the parking area during the School Term ("School Facilities"), subject to the restrictions set forth in Section 4 hereof.

4. **Restrictions on Public Usage of School Facilities.** School Board shall control scheduling of the use of the School Facilities during the School Hours during the School Term and outside the School Hours and School Term as provided herein for any activities, field days, carnivals, home games, meets, practices, or school related events or functions scheduled or sanctioned by the School Board (collectively, "School Sanctioned Activities") in accordance with the following schedule:

a. The School Board's restriction of public usage of the School Facilities during the School Term shall be limited to times during which regularly scheduled classes and extended day programs are in session, expected to be approximately between the hours of 7 a.m. to 6 p.m. (collectively, "School Hours").

b. In the event the School Sanctioned Activities are scheduled outside of the School Hours or School Term, upon thirty (30) days prior written notice to City, or unless otherwise agreed in writing by the City, School Board may further restrict City's access to the School Facilities during the pendency of such School Sanctioned Activities. Notwithstanding the foregoing, prior to the commencement of each school year, the Principal of each School, or Principal's designee, shall deliver to City a written schedule of known or proposed School Sanctioned Activities for the upcoming school year, if available. If said schedule is not available or if are otherwise unknown to the Principal in advance, the Principal, or Principal's designee, shall provide thirty (30) days prior written notice to City of said School Sanctioned Activities.

c. On Saturday and Sunday, and, if the City elects by written notice to the School Board, at all or any other times during the School Term and any summer or winter breaks, as set forth in the School Board's annual calendar after School Hours, the City shall have use of the School Facilities and shall be responsible for the unscheduled individual use, public access and City recreation programs on the School Facilities and shall control, regulate and sublicense such use. The City shall take any and all actions reasonably necessary to restrict and regulate the use of the School Facilities to ensure the School Facilities are in suitable condition for use by the School Board for the use by the School Board during the School Term and for School Sanctioned Activities, including, without limitation, unlocking and locking the gates around the School Facilities on a morning and nightly basis, posting appropriate signage on the School Facilities restricting the hours of use, limiting the use of the School Facilities by third party organizations on a fee basis, and otherwise imposing or enforcing any other restrictions reasonably required to ensure the School Facilities experience adequate and sufficient rest periods (collectively, "Use Restrictions").

d. Subject to the limitations set forth herein and the City's use rights of the School Facilities, the School Board shall have the exclusive right and privilege of using or authorizing other third party users, organizations, parties, entities, vendors or any other third party to use the School Facilities (collectively, "Third Party User"), or any portion thereof, for any use not otherwise inconsistent with the use of the School Facilities. In the event the School Board enters into any agreement or understanding with a Third Party User for the School Facilities, the School Board shall have the exclusive right to retain any and all proceeds from the use of the School Facilities by the Third Party User; provided, however, in the event of any damage or destruction of the School Facilities relating to the Third Party Users, any proceeds and/or insurance payments are first used to repair or replace such damage or destruction consistent with Paragraph 6.

5. **Term.** The term of this Agreement shall be for an initial term of one (1) year ("Initial Term") This Agreement may be automatically renewed for four (4) additional one (1) year terms (hereinafter referred to as the "Renewal Term"). Each Renewal Term shall automatically commence on the day after the termination of the preceding term and shall end one (1) year therefrom, unless either party hereto provides written notice to the other party at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term, as applicable, of their intent to terminate this Agreement. School Board may elect, in its sole and absolute discretion, to extend the

Agreement for one or more Renewal Terms for one or both of the Schools, provided; however, School Board shall not be required to exercise the option for a Renewal Term for both Schools.

6. **Maintenance of the School Facilities.**

a. **Maintenance of School Facilities.** School Board shall be responsible for the custodial, maintenance, repair and replacement of the Schools and all School Facilities located thereon. School Board shall be responsible for ensuring that all portions of School Facilities are kept in a clean and neat condition during and after the School Board's use of said School Facilities, including any use of the School Facilities by Third Party Users. At the end of each scheduled use by the School Board of the School Facilities, School Board shall clean the School Facilities upon which trash or litter has been left during the School Board's use. All maintenance, repair and replacement shall be conducted by School Board with first class materials, in a good and workmanlike manner, of the same or similar quality, quantity, and consistent with the maintenance standards for other elementary and middle schools in Orange County, Florida ("School Maintenance Standards"). In the event the School Board elects to provide repair, replacement or maintenance beyond the School Maintenance Standards, the School Board shall bear all costs associated with such repairs, replacement and maintenance. In the event the School Facilities require additional maintenance due to failure of the City to comply with or enforce the Use Restrictions, the City shall bear all costs associated with such repairs, replacement and maintenance.

b. **City's Maintenance Obligations.** City shall be responsible for ensuring that any and all portions of School Facilities are kept in a clean and neat condition and in good order and repair during and after the City's use of said School Facilities. At the end of each scheduled use by the City or general public of the School Facilities no more than one time per day, if needed, City shall clean the School Facilities upon which trash or litter has been left during the City's use. In the event any of the School Facilities or improvements located thereon are damaged or destroyed during the City's use of the School Facilities, the City shall, within thirty (30) days of receipt of written notice from the School Board of a notice outlining the damage or destruction, either repair or replace the damage or destruction, or if not repaired or replaced, reimburse the School Board for any and all costs associated with or incurred by the School Board to replace, repair or maintain the Maintenance Issue (hereinafter defined). City shall not be responsible for any maintenance, repair and replacement of the School Facilities as a result of any use by Third Party Users.

c. **Maintenance Request.** In the event the City or School Board fail to maintain, repair or replace the School Facilities in accordance with their maintenance or custodial obligations herein, the School Board or City, as applicable, shall promptly provide written notice to the party failing to conduct such maintenance ("Responsible Party") outlining any deficiency, defective or damaged condition, area in disrepair or in need of maintenance or custodial services in or about the School Facilities (collectively, "Maintenance Issue") in or about the School Facilities ("Maintenance Request"). Within thirty (30) days of receipt of the Maintenance Request, the Responsible Party, at its sole cost and expense, shall repair, replace or maintain that certain portion of the School Facilities and the Maintenance Issue more specifically identified and outlined in the Maintenance Request. Notwithstanding the foregoing, in the event any Maintenance Issue shall

constitute an emergency condition or impede the School Board's or City's ability to effectively utilize the School Facilities, or any portion thereof, for any use of School Facilities by the School Board, said party, acting in good faith, shall have the right to cure such Maintenance Issue upon such advance notice as is reasonably possible under the circumstances, or if necessary, without advance notice, so long as notice is given as soon as possible thereafter. The Responsible Party shall reimburse the party conducting the work for its reasonable costs of curing the Maintenance Issue ("Maintenance Cure Costs") within thirty (30) calendar days following delivery to the Responsible Party of a demand for such reimbursement, which demand shall include reasonable documentation of such Maintenance Cure Costs. The right to cure the Maintenance Issue shall not be deemed to (i) impose any obligation, liability or responsibility on the party who is not deemed the Responsible Party to do so; (ii) render either of the parties liable to other party or any third party for an election not to do so; (iii) relieve the Responsible Party from any performance obligation hereunder; or (iv) relieve the Responsible Party from any indemnity obligation as provided in this Agreement.

7. **Improvements to the School Facilities.** Except as otherwise provided in this Agreement, City shall not construct or install any improvements in the Schools or School Facilities without the prior written consent of the other party. Any improvements approved in accordance with this paragraph and installed on the Schools or within the School Facilities shall be (i) at the installing party's sole cost and expense; (ii) undertaken in a safe and prudent manner, and (iii) comply with all applicable federal, state, and county laws, regulations, and ordinances, and such permits that the School Board requires, with respect to the installation, repair, replacement, maintenance and use of School Facilities. All improvements to the School and School Facilities shall remain thereon and shall not be removed therefrom by City unless prior written consent is obtained from the School Board.

8. **Use Charges.**

a. The City shall be exempt from paying any use fee to the School Board for the annual use of the School Facilities.

b. City will be charged for maintenance, repairs, staffing, cleaning and any other function that is a direct cost by their use beyond normal wear and tear items.

c. City shall ensure that no charges shall be made by the City to the School Board for the conduct and administration of its programs at the Schools and no cost, expense or financial burden shall be imposed upon the School Board by the City for or arising from the conduct of such programs.

9. **Signage.** The City agrees to provide, at its own cost and expense, a sign located on, or within close vicinity of the School Facilities to advise the public as to the hours during which the School Facilities are reserved for the exclusive use of the School Board.

10. **Standards of Use.** In addition to the other covenants and undertakings set forth herein, City and School Board hereby agree the following standards of use shall govern the City's use of the School Facilities:

a. Implementation of Security Measures. City, at its sole cost and expense, shall take any and all actions reasonably necessary to implement safety and security measures to maintain the safety and security of the Schools, School Facilities, and any and all students, staff or visitors located thereon, including, without limitation, the following: (a) implementing appropriate and adequate supervision mechanisms; (b) appropriate screening, hiring and training of staff and employees in accordance with any and all applicable federal, state and local requirements governing the City relating to the supervision of, interaction with and education of minors, including, without limitation, all Florida Department of Children and Family requirements, the Jessica Lunsford Act, and Sections 1012.32 and 1012.465, Florida Statutes, as may be amended from time to time, unless same is waived by the School Board in writing; and (c) any and all other safety and security measures reasonably required by the School Board to provide a safe, secure learning environment for the staff, students and visitors of the Schools. Notwithstanding the foregoing, School Board reserves the right, in its sole and absolute discretion, to require that all staff, volunteers, employees, and agents of the City, or vendors of City that are on-site while children are present, if any, at the sole cost and expense of the City, undergo, and submit to, the appropriate screening requirements exclusively through the City and its approved vendors or provider. Neither this Agreement nor this subsection require the City to provide supervision or on-site personnel continuously through the times the School Facilities are open to the public. However, in the event any disruptive incident(s) occur (of which the City becomes aware) during the period of time the School Facilities are open to the public, the City shall both notify the School Board and promptly address the incident(s) in accordance with the City's protocol as used in City parks.

b. Designation of Liaison. City shall designate an individual or contact person who shall be responsible for ("Liaison"): (a) coordinating all use requests details and reviewing and assessing programs and extended learning opportunities with the Principal and School Board on a regular basis in accordance with the terms of this Agreement; and (b) communicating with the School Board all notices required herein. City shall be solely responsible for any and all actions of the Liaison. Each Principal or Principal's designee shall be the School Board's contact for this Agreement.

c. Personnel. City, at its sole cost and expense, shall be solely responsible and liable for the employing, engaging and providing all administrators, personnel, staffing or volunteers to operate the School Facilities during City's use of the School Facilities comparable to how the City operates its City parks.

d. Supervision Responsibilities. City, at its sole cost and expense, shall be solely responsible and liable for providing personnel for inspection and supervision of any guests, invitees, visitors, parents, participants, students, employees, agents or contractors on or about the Schools as a result, directly or indirectly, the School Facilities comparable to the City's actions for City parks. City shall exercise commercially reasonable efforts to prevent its representatives, participants, guests and invitees from performing any disorderly conduct or committing or maintaining any nuisance on the Schools, violating School Board policies or rules, or using the School Facilities, or any portion thereof, in any way so as to interfere with the operation of the educational activities of the Schools, the exercise by other licenses or privileges

which the School Board may grant in the Schools, or persons residing near the School. Consistent with, and to implement, this subsection, the City shall follow the requirements of subsection 10a., and as part of the opening and closing of the School Facilities for access by the public, the City shall have its personnel walk through the School Facilities to note and report any issues or damage that may be observed.

e. Incident Reports. City shall provide written notice to the School Board within twenty-four (24) hours of the City becoming aware of the occurrence of any incident resulting in bodily injury or death to any persons, or any damage or vandalism to property of the School Board or others occurring at any portion of the Schools or adjacent premises or in any way connected with the use of Schools, School Facilities or adjacent premises. The notice must include details of the time, place and circumstances of the incident, and the names and addresses of any person(s) witnessing the incident.

f. Compliance with Rules and Regulations. City, at its sole cost and expense, for any use by the City of the School Facilities during School Hours if allowed by the School Board, shall comply with and abide by all laws, ordinances, rules, regulations, policies, directives and procedures of the School Board, State of Florida, federal government, Orange County, City of Winter Park, and any other governmental entity having jurisdiction over the Schools, Schools Facilities, any portion thereof, or City's use of the Schools in accordance with the terms of this Agreement, including, without limitation, all safety and security protocols, food service requirements, visitor registration requirements, any management directives governing the alterations to facilities, energy management directions and any and all requirements of the Jessica Lunsford Act, zoning, health and sanitary conditions, unless otherwise waived in writing by the School Board.

g. Performance of Obligations. Each party shall take such other actions and perform such other obligations as are required or contemplated hereunder including, without limitation, all obligations pertaining to satisfaction of any contingencies of this Agreement or conditions precedent to performance by such party of its obligations hereunder.

h. Prohibition of Substances, Devices or Materials. Unless otherwise specifically agreed to by School Board in writing, City shall use reasonable efforts and/or signage to not allow or permit any the use, consumption, storage or possession of any of the following items on the Schools by City, its agents, participants, guests, or invitees: (a) intoxicating or alcoholic beverages, smoking, or illegal or harmful drugs; (b) gambling devices of any kind; (c) any weapons and firearms; (d) hazardous, flammable or explosive materials, including but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics; (e) dangerous animals; (f) amusement rides or attractions, including but not limited to, trampolines of any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, firearms or shooting activity, bow and arrow shooting activity or equipment or devices; or (g) any other substance, material or items prohibited by law or ordinances of fire insurance.

i. Removal of Property. City shall not remove or damage any School Board equipment and supplies from any portion of the Schools or School Facilities.

j. Access. The School Board shall provide to the City an access code or key to allow the City ingress and egress from the School Facilities during such time as City is entitled to use the School Facilities under this Agreement. The access code or key shall only allow access into the School Facilities and no other portion of the Schools. The City agrees that it shall only share the code or key with City employees directly involved with programs taking place in the School Facilities. School Board reserves the right to change the access code or key, and upon any change shall notify the City of the new code or provide a replacement key. The City shall be responsible for unlocking and locking the School Facilities at the beginning and end of each use of the School Facilities by the City. In the event the City fails to secure the School Facilities on more than three (3) separate and distinct incidents or occasions, the School Board shall have the right, but not the obligation, to terminate this Agreement with additional notice or right to cure.

k. Complaints. City shall promptly address and respond to complaints of the general public in a reasonable time after the date the City is made aware of the complaint.

l. Discrimination. City shall manage and operate the School Facilities and programs performed on the School Facilities on a non-discriminatory basis.

m. Program Notices. At least twenty-four hours prior to public distribution, City shall provide Principal with copies of any notices or information regarding the programs it conducts on the School Facilities.

11. **Indemnification and Insurance.** To the fullest extent permitted by law, unless otherwise waived by the School Board in writing, City shall:

a. Exercise its rights and duties hereunder at its own risk and expense.

b. Indemnify, defend and hold harmless School Board, its board members, employees and representatives from and against all claims, damages, losses, and expenses, including but not limited to, economic loss, reasonable attorney's fees and expenses, arising out of, in connection with or as a result of exercise by City or any individual or entity claiming by, through or under City, of its rights and obligations set forth in this Agreement, provided that any such claim, damages, losses, or expenses (i) is attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, or death, or damage to tangible property of a third party including the loss of use; and (ii) is caused or incurred in whole or in part by the City, its invitees, guests, attendees, participants, or any of its subcontractors, agents, or anyone directly or indirectly employed by City, subcontractors or agents, regardless if caused in part by School Board. This indemnification shall not apply to any claims, damages, losses, and expenses arising from the School Board's sole gross negligence or intentional misconduct. Nothing herein shall be deemed a waiver by the School Board or City of its sovereign immunity rights under the laws of the State of Florida and the foregoing indemnification, defense and hold harmless obligation is limited by the City's sovereign immunity protections.

c. At its sole cost and expense at all times throughout the term of this Agreement, maintain in full force and effect the following insurance, which insurance shall apply to City, its

invitees, guests, attendees, participants, employees, agents, and subcontractors, and its use of the School Facilities, or any portion of the Schools and shall require any other Third Party User to purchase and maintain similar insurance coverage (collectively, "City Insurance Requirements"): (a) Workers Compensation insurance in statutory amounts and Employers Liability in an amount not less than One Million Dollars (\$1,000,000) each accident/disease. This insurance shall apply to all City employees who will be engaged in the delivery of services, goods and/or improvements in this Agreement; (b) Commercial General Liability insurance, including products and completed operations and contractual liability, arising from any and all claims for property damage and bodily injury, including death, in an amount not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate. This policy must include the School Board, its officers, employees and agents as additional insured; and (c) Automobile Liability insurance, including all owned, non-owned, and hired vehicles used in conjunction with providing services, goods and/or improvements outlined in this Agreement, for property damage and bodily injury, including death, in an amount not less than One Million Dollars (\$1,000,000) each accident. This policy must include the School Board, its officers, employees and agents as additional insured. All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI) and shall be primary and not contributory to any other insurance or self-insurance carried or maintained by the School Board. In the alternative, City may provide evidence satisfactory to School Board that City has in place self-insurance which provides substantially the same coverages and protections. City shall notify School Board's Risk Management Department within thirty (30) days of any material changes or notice of cancellation City receives from its insurer on above required insurance.

d. Furnish and provide evidence of all insurance in the form of a Certificate of Insurance (Acord) and specify any deductible or retention applicable to City Insurance Requirements to School Board with a copy to the Principal prior to the Effective Date of this Agreement and annually thereafter. Failure to have adequate proof of current insurance meeting the requirements of this section or to file such proof with School Board's Risk Management Department shall entitle School Board to immediately suspend the privilege of City to use the School Facilities until such proof is furnished and shall warrant termination of this Agreement, provided; that School Board notifies City of City's failure to deliver such certificate, and further provided that City does not deliver such certificate within ten (10) days after such notice by School Board.

e. Nothing contained in this Agreement shall be deemed or interpreted to operate as a waiver of any party's sovereign immunity as the same may be legally applicable or available to any party.

12. **Agreement Review.** At least quarterly, or as needed, the City and School Board staff shall meet to review the terms of this Agreement. If either party gives the other written notice to set a meeting under this sub-paragraph, the other party shall fully cooperate, and a meeting shall be set as soon as practicable; but in no event shall the meeting occur more than thirty (30) days after written notice has been given unless both parties otherwise agree. If the respective staffs agree to proposed changes or amendments the same shall be transmitted to the

City Council and School Board for formal action, except as otherwise set forth in Section 15 hereof.

13. **Notice.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly received as of (i) the date and time the same are personally delivered, transmitted electronically (i.e., facsimile or e-mail); (ii) within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or (iii) within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

School Board: The School Board of Orange County, Florida
Facilities Services, Real Estate Management Department
6501 Magic Way, Building 200
Orlando, Florida 32803
Telephone: (407) 317-3700
Facsimile: (407) 317-3751

With copies to: The School Board of Orange County, Florida
Office of the General Counsel
445 West Amelia Street
Orlando, Florida 32801
Telephone: (407) 317-3700
Facsimile: (407) 317-3751

Lakemont Elementary School
Attn: Principal
901 North Lakemont Avenue
Winter Park, Florida 32792

Brookshire Elementary School
Attn: Principal
2500 Cady Way
Winter Park, Florida 32792

City: City of Winter Park
Attn: Randy Knight, City Manager
401 South Park Avenue
Winter Park, Florida 32789
Telephone: (407) 599-3235
Facsimile: (407) 599-3436

With a copy to: City of Winter Park
Attention: City Attorney, A. Kurt Ardaman
1947 Lee Road
Winter Park, Florida 32789

Telephone: (407) 262-8400
Facsimile: (407) 425-2863

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided. The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

14. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last of the parties hereto signs this Agreement (“Effective Date”).

15. **Modifications and Amendments.** This Agreement may be amended upon the mutual written consent of the parties hereto. The School Board does hereby confer upon the Superintendent, or Superintendent’s designee, the authority to amend this Agreement, or provide any consent or notice hereunder, without formal School Board approval, provided such amendment, notice or consent does not substantially alter or modify the terms herein. The right to amend or provide consent delegated to the Superintendent shall include the right of the Superintendent to execute any other agreement, notice, request or documentation resulting from the agreements set forth herein and consistent with the terms and conditions of this Agreement. If, in the sole judgment of School Board, such amendment, notice or consent does substantially alter or amend this Agreement, then School Board shall have the option of declaring the amendment void *ab initio*, thus rendering the amendment without any legal force and effect. Amendments to this Agreement, which shall conclusively be presumed not to substantially alter or modify the terms hereof, are those, which concern the scheduling of hours of use of the School Facilities. Amendments to this Agreement which shall conclusively be presumed to substantially alter or modify the terms hereof are those which concern maintenance obligations of the parties and those which involve monetary obligations. School Board’s Chief Facilities Officer, Director of the School Board’s Real Estate Management Department, and legal counsel are all, individually or collectively, hereby authorized, on behalf of the Purchaser, to furnish any necessary notice required pursuant to the terms of this Agreement.

16. **Defaults and Remedies.**

a. **Default by City.** In the event City breaches any provision contained herein or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by City under the terms and provisions of this Agreement and does not remedy the failure within thirty (30) days after receipt by the City of written demand from the School Board to do so unless the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days, in which case the City shall commence such cure within such thirty (30) day period and diligently proceed to cure the breach, provided that in any event, the breach shall be cured within sixty (60) days after receipt from the non-defaulting party, the School Board, in School Board's sole discretion, shall be entitled to terminate this Agreement with only thirty (30) days prior written notice. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

b. Default by the School Board. In the event the School Board breaches any provision contained herein or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by the School Board under the terms and provisions of this Agreement and does not remedy the failure within thirty (30) days after receipt by School Board of written demand from the City to do so unless the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days, in which case the School Board shall commence such cure within such thirty (30) day period and diligently proceed to cure the breach, provided that in any event, the breach shall be cured within sixty (60) days after receipt from the non-defaulting party, City, in City's sole discretion, shall be entitled to terminate this Agreement with only thirty (30) days prior written notice. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

17. **Termination or Suspension.**

a. Convenience. Except as otherwise specified herein, School Board or City may terminate or suspend this Agreement without cause upon ninety (90) days prior written notice to the other party. In the event of such termination, cancellation or suspension, all rights, obligations and liabilities created thereunder shall be deemed null and void and of no further force and effect.

b. Agreement Subject to Annual Appropriation. Pursuant to the Florida Constitution, this Agreement is subject to annual appropriation by the City Commission. The City therefore retains the right to terminate this Agreement at the end of each fiscal year. Should the necessary funds not be appropriated to allow this Agreement to continue in effect, the City will give the School Board sixty (60) days' written notice.

c. Return of Property. Prior to conclusion of the City's occupancy under the terms of this Agreement, the City shall remove from the Schools all of its personal property and fixtures on the Schools. All other improvements become the property of the School Board and shall not be removed therefrom by the City unless requested to do so by the School Board.

18. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party to the extent incorporated into this Agreement.

19. **Waiver.** The failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall not constitute a waiver of either party's right to demand exact compliance with the terms hereof.

20. **Legal Construction.** Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or holiday, such time for performance shall be extended to the

next business day. For purposes of this Agreement, “holiday” shall mean federal holidays as defined in 5 U.S.C. 6103. Except as otherwise set forth herein, the last day of any period of time described herein shall be deemed to end at 11:59 p.m. local time in Orange County, Florida. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

21. **Governing Law and Venue.** Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

22. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

23. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted (a) to alter, amend or waive the School Board’s or City’s sovereign immunity, or any defenses thereto, of the State of Florida, or its agencies, beyond the waiver provided in Section 768.28, Florida Statutes; or (b) as the consent of the School Board or City to be sued.

24. **Counterparts and Facsimile Signatures.** This Agreement may be executed in two or more counterpart copies, including facsimile and electronic mail signatures, each of which shall be deemed to constitute one original document. The parties may execute different counterparts of this agreement, and, if they do so, the signatures pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

25. **Relationship of Parties.** This Agreement is solely for the benefit of the parties executing the Agreement, and no rights are intended, nor shall any rights accrue, to any third party unless expressly provided in this Agreement.

26. **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns.

27. **Participation.** All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.

28. **Third Party Beneficiary.** Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a third-party beneficiary or otherwise.

29. **Timing.** Time is of the essence in this Agreement.

30. **Headings.** The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, School Board and the City have hereunto caused these presents to be executed the day and year first above written.

“CITY”

Signed, sealed and delivered in the presence of:

CITY OF WINTER PARK,
a municipality duly enacted under the laws of the State of Florida

Printed Name: _____

By: _____

Print Name: _____

Printed Name: _____

As: _____

Date: _____

STATE OF FLORIDA
COUNTY OF: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by _____ as _____ of the City of Winter Park, a municipality duly enacted under the laws of the State of Florida, who produced _____ as identification or is personally known to me and who acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

Notary Public
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

[SEE FOLLOWING PAGE FOR SCHOOL BOARD'S SIGNATURE]

Signed, sealed and delivered in the presence of:

“SCHOOL BOARD”

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body and political subdivision of the State of Florida

Print Name: _____

Print Name: _____

By: _____
William E. Sublette, its Chairman

Date: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by William E. Sublette, Chairman of The School Board of Orange County, Florida a public corporate body and political subdivision of the State of Florida, on behalf of The School Board. He is personally known to me or had produced _____ (type of identification) as identification and has acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

Notary Public
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

|

WITNESSES:

**THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA**, a body corporate and
political subdivision of the State of Florida

Print Name:_____

By:_____
Barbara M. Jenkins, Ed.D.,
as its Superintendent

Print Name:_____

Date:_____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Barbara M. Jenkins, Ed.D., as Superintendent of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, on behalf of The School Board. She is personally known to me or had produced _____ (type of identification) as identification and has acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

Notary Public
Printed Name:_____
Commission No.:_____
My Commission Expires:_____

Approved as to form and legality by
legal counsel to The School Board of
Orange County, Florida this ____ day
of _____, 2017, for its
exclusive use and reliance.

Reviewed and approved by Orange County
Public Schools Chief Facilities Officer this
____ day of _____, 2017.

By:_____
Laura L. Kelly, Esquire

By:_____
John T. Morris, Chief Facilities Officer

COMPOSITE EXHIBIT "A"
Legal Description

LAKEMONT ES

OSCEOLA OR LAKEVIEW DEED BOOK J/167 THE N 30 FT OF W 140 FT OF LOT 9 & E 850 FT OF LOT 9 (LESS S 210 FT OF E 220 FT & LESS E 18.1 FT FOR ST)

BROOKSHIRE ES

The North 577.64 feet of the Southwest ¼ of the Northeast ¼ of Section 9, Township 22 South, Range 30 East, Orange County Florida,

Less and Except:

- a) the North 30 feet conveyed to County of Orange in Deed Book 717, Page 568:
- b) the West 60 feet platted as Greene Drive on the plat of Brookshire Heights, according to the plat thereof as recorded in Plat Book V, Page 127;
- c) that portion of the land hereinabove described lying East of the Westerly line of the following land conveyed to the United States of America in Deed Book 605, Page 213, described as follows:

Begin 318 feet West of the Northeast Corner of the Southwest Quarter (SW-1/4) of the Northeast Quarter (NE-1/4) of Section 9, Township 22 South, Range 30 East, thence South 1320, thence West 100 feet, thence North 1080 feet to a point, thence Northwesterly along the West line of right-of-way Y to the North line of said quarter section, thence East 150 feet to the point of beginning; and

- d) that portion of the land herein above described land conveyed to the City of Winter Park in Official Records Book 282, Page 102 described as follows:

Begin at the intersection of the South right-of-way line of Fairbanks Avenue (now called Cady Way) with the Westerly right-of-way line of the United States of America in said Southwest Quarter (SW-1/4) of the Northeast Quarter (NE-1/4) of said Section 9, Township 22 South, Range 30 East, and run thence West along said South right-of-way line of Cady Way 67 feet, and run thence South at right angles 115.66 feet, and run thence East at right angles 116 feet, more or less, to the said Westerly right-of-way line of the United States of America, thence run Northwesterly along said Westerly right-of-way of the United States of America, on a 6°20' curve to the left, a distance of 140 feet, more or less, to the point of beginning.

COMPOSITE EXHIBIT "B"
Site Plans







city commission public hearing

Item type	Public Hearing	meeting date	July 10, 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	<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: 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.

Buyer (_____) and Seller (_____) acknowledge receipt of a copy of this page, which is 2 of 7 pages.

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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): _____

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324* 20. Additional Terms: _____
325 _____
326 The attached Addendum is incorporated herein.
327 _____
328 _____
329 _____
330 _____
331 _____
332 _____
333 _____
334 _____
335 _____
336 _____
337 _____
338 _____
339 _____
340 _____

341 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before
342 signing.

343* Buyer: Winter Park Redevelopment Agency, Ltd., a Florida limited partnership Date: 6/15/17

344* Print name: Daniel B. Bellows

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: 407-644-2854 Email: w1454@aol.com

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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Agenda Packet Page 58

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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 30 day of JUNE, 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 except as required by law;

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 except as required by law.

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: _____

DAN FELLOWS 06/30/2017
(Print Name)

Its: PRESIDENT of GENERAL PARTNER



city commission agenda item

Item type	Public Hearing	meeting date	July 10, 2017
prepared by	Kyle Dudgeon	approved by	<input type="checkbox"/> City Manager
department	Community Development		<input type="checkbox"/> City Attorney
division	Economic Development		<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A final vote		
vision themes	<input type="checkbox"/> Cherish and sustain city's extraordinary quality of life.		
	<input 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 to approve a supporting resolution to the Winter Park Community Redevelopment Agency's approval of Holiday AL Management Sub LLC (Holiday Retirement) as a Qualified Target Industry.

motion | recommendation

Motion to approve the resolution is requested.

background

On May 8, 2017, the Winter Park Community Redevelopment Agency (CRA) unanimously approved a resolution designating Holiday Retirement as a Qualified Target Industry. On May 9, 2017 Orange County also provided a resolution of approval. As part of their due diligence, the Department of Economic Opportunity has requested documentation by the city supporting the CRA's resolution. The CRA will still provide local financial support for the project and Holiday Retirement is still required to provide all obligations of wage and job counts per Florida Statute.

alternatives | other considerations

fiscal impact

Funding will still be provided by the CRA.

RESOLUTION NO. 2187-17

A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA IN SUPPORT OF THE WINTER PARK COMMUNITY REDEVELOPMENT AGENCY RESOLUTION NO. 0016-17; RECOMMENDING APPROVAL OF HOLIDAY AL MANAGEMENT SUB LLC (HOLIDAY RETIREMENT) AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO SECTION 288.106, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the purpose of the Qualified Target Industry (“QTI”) Tax Refund Program is to retain and expand job opportunities within the City of Winter Park and part of the program is to provide certain tax refund benefits to targeted industries; and

WHEREAS, Holiday Al Management Sub LLC (“Holiday Retirement”) anticipates creating approximately One hundred and fifty-seven (157) new jobs in Orange County at an average annual salary of at least \$90,926, which is 200% of the prevailing salary of \$45,463 in Orange County; and

WHEREAS, Holiday Retirement anticipates that these new jobs will be created according to the following schedule: Fifty (50) jobs by December 31, 2017; and one hundred and seven (107) jobs by December 31, 2018; and

WHEREAS, at their May 8, 2017 scheduled meeting, the Winter Park Community Redevelopment Agency (the “CRA”) recommended approval of Holiday Retirement as a Qualified Target Industry by Resolution 0016-17; and

WHEREAS, on May 9, 2017, Orange County Government recommended approval of Holiday Retirement as a Qualified Target Industry by Resolution 2017-M-12; and

WHEREAS, the above Resolutions specify the commitments of local financial support for the QTI program in accordance with Section 288.106;

WHEREAS, in review of the approved resolutions by both the CRA and Orange County, the Department of Economic Opportunity (DEO) has requested a resolution of support by the City Commission; and

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA AS FOLLOWS:

SECTION 1. The City Commission hereby expresses its support of CRA Resolution 0016-17 and recommends that Holiday Retirement Al Management Sub LLC be approved as a Qualified Target Industry Business pursuant to Section 288.106, Florida Statutes.

SECTION 2. The City Commission further acknowledges the necessary commitment of local financial support for the Qualified Target Industry Business for the Qualified Target Industry Tax Refund Program by the CRA in the amount of \$109,900 (10% OF \$1,099,000) in accordance with CRA Resolution

0016-17. The amount will be paid over a five year period to the Florida Economic Development Trust Fund as tax refunds become due. These funds are intended to represent the local financial support required by Section 288.106, Florida Statutes and are conditional upon the applicant meeting all statutory requirements of the program and obtaining all necessary approvals from, without limitation, the State of Florida, Orange County, and/or the City of Winter Park. This Resolution does not make any additional commitments regarding this matter beyond the CRA's commitments described in CRA Resolution 0016-17.

SECTION 3. This Resolution shall be submitted to the Department of Economic Opportunity.

SECTION 4. This Resolution shall take effect immediately upon its passage and adoption.

Adopted at a regular meeting of the City Commission of the City of Winter Park, Florida held at City Hall, Winter Park, Florida on the 10th day of July, 2017.

Mayor Steve Leary

ATTEST:

Cynthia S. Bonham, City Clerk



city commission public hearing

Item type	Public Hearing	meeting date	July 10, 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	3-3 final vote
vision themes	<input checked="" type="checkbox"/> Cherish and sustain city's extraordinary quality of life. <input checked="" type="checkbox"/> Plan growth through a collaborative process that protects city's scale and character. <input type="checkbox"/> Enhance city's brand through flourishing arts and culture. <input type="checkbox"/> Build and embrace local institutions for lifelong learning and future generations.		

Subject: Conditional Use Request for a Three Story, 52,600 square foot Building at 158 E. New England Avenue, zoned C-2. (Tabled from March 27th)

This public hearing involves a Conditional Use request by BFC New England LLC to redevelop the existing parking lot property at 158 E. New England Avenue with a three story retail/restaurant/office mixed use building of 52,601 square feet in size, on property zoned C-2.

This matter was tabled by the City Commission on March 27th with a generalized direction to 'work things out' regarding the parking variances. The staff discussed the parking issues and suggested changes with the applicant based on comments made by individual commissioners at the public hearing. However, the application is unchanged since the March 27th meeting.

There is a new draft Development Agreement prepared by the applicant which was not included the materials from the March 27th meeting. It incorporates the approvals needed and the commitments from the applicant that were made again at the March 27th meeting. The version attached contains the changes recommended by the City attorney as to form but not content.

This is a Conditional Use because it encompasses a three story building in the CBD (C-2 zoning) and is a building over 10,000-square feet. A city-wide notice was mailed due to the size of this project for the initial public hearings. The Code states that following a tabling the normal advertisement and mailed notice of owners within 1,500 feet is followed. Conditional Uses for three story buildings in the CBD require two public hearings for approval, so an action to approve will then result in a second public hearing on July 24th.

The P&Z Board held two public hearings on this request; one on November 1, 2016 where it was tabled with a request for more information and then subsequently reheard on March 7, 2017. That public hearing ended in a 3-3 vote.

Planning and Zoning Board Recommendation from March 7, 2017:

Motion made Tom Sacha, seconded by Ray Waugh to Approve the Conditional Use request with the five conditions recommended by staff but modifying #3 to allow up to 100 restaurant seats for daytime usage. Randall Slocum, Shelia De Ciccio and Ross Johnston voted against the motion to approve. Tom Sacha, Ray Waugh and Bob Hahn voted in favor of the motion to approve. The vote was 3-3.

Project Summary: The proposed three story project is to be located on the vacant property at the southwest corner of New England and Knowles Avenues, which is zoned C-2. The building is proposed to hold 34,411 gross square feet of Class A office space on the second and third floors. The building is also will have 6,311 gross square feet of retail space and potentially two restaurants on the first floor.

The site is 26,553 square feet in size and the gross building area of 52,601 sq. ft. yields a floor area ratio of 196% which is within the maximum 200% FAR of the C-2 zoning. The building conforms to the average existing building setback along New England Avenue, in line with the adjacent building and along Knowles where there is no average setback the building is approx. one foot behind the property line.

Parking is provided in a basement level below the building with access from a driveway/ramp on Knowles Avenue. There are 54 spaces in the subsurface parking level and three at grade spaces for a total of 57 spaces. The proposed plan contemplates losing three angled public spaces on Knowles avenue to accommodate their garage entrance however it creates new parallel on street spaces on New England which are achieved through removal of driveway aprons which currently exist. Additional parking is to be provided across New England Avenue in the Bank of America parking garage which is discussed in more detail later in this report. Storm water retention will be within an exfiltration vault underneath the parking garage ramp.

The plans contemplate streetscape changes to Knowles Avenue to widen the sidewalk along this building frontage which will eliminate the parallel parking spaces on the east side of Knowles Avenue. There will be a loss of spaces for this streetscape and the loss to the new driveway ramp on Knowles Avenue but that is offset by added on-street parking along New England Avenue. There is an existing street oak tree that is proposed to be removed along New England Avenue, given its age/condition and the desire to create more area for sidewalk dining.

Zoning Exceptions or Variances Requested: There are several exceptions or variances requested as part of this conditional use application.

The first exception is to have a building height of 45 feet in lieu of the maximum of 40 feet permitted in the C-2 zoning. The reason for this request is the desire to have the floor to ceiling heights necessary for the first floor retail/restaurant spaces and also to achieve the design parameters for the Class A office space on the second and third floors. This is similar in floor to ceiling heights to the Heritage Park building of Class A office space at Morse/Denning. In this location and context, adjacent to the 6-story Bank of America building and the 4-story Lawrence Center, the staff and P&Z Board supported this exception or variance as it is compatible with the context of the request.

The second exception request is for a vertical façade along the Knowles Avenue frontage with no setback or terracing of the third floor of this building along that facade. The Zoning Code requires some setback or terracing for the third floor in order to break up the vertical mass of

this 45 foot tall building façade wall. The applicants have done that along the New England Avenue frontage and the western facade. Along the Knowles Avenue frontage, there is no setback or terracing planned, as is required for the third floor. Again the context for P&Z was important to this request, as the same vertical wall element exists across Knowles Avenue for the Lawrence Center building (albeit with half the width/frontage) as this project. Also with the SunTrust garage and location "off" the primary visibility from Park Avenue, the staff and P&Z Board supported this exception or variance as it is compatible with the context of the request.

The other exceptions or variances relate to the shortfall on the Zoning Code required parking and the ability of "users of the building" to access the parking.

History of Parking Regulation in the Central Business District (CBD): Winter Park is much like other cities in Florida and the Nation in that historically, the philosophy was that it was the responsibility of Cities was to provide the parking necessary for the growth and development of their CBD. Winter Park has several city owned parking lots to supplement on-street parking and has partnered in parking garage projects. Most of the buildings in the Winter Park CBD were built when no private off-street parking was required and to the extent it was provided, that was done voluntarily.

When the Barnett Bank (Bank of America) building was approved in 1969 and built in 1970, both parties realized that a different approach was needed for parking. The City had no more land to build the parking needed to support the proposed six story building. Barnett Bank realized that there would be nowhere for their employees to park and it would be very difficult to lease office space within the building without private parking. So both parties reached an agreement that Barnett Bank would build a parking garage to meet required parking which was one space for each 400 sq. ft. of office at that time.

In 1974, the recognition by the City that options for further parking were limited resulted in the change in the Zoning Code to codify the current regulations that "new" buildings or "new" floor space to be constructed had to provide "new" parking for that "new" floor space and that "existing" parking could not be utilized. The Zoning Code regulations also state that "parking lots are intended to meet the parking requirements of for both the employees of the building and users of those buildings". This has been further enforced by the Comprehensive Plan policy which states:

Policy 1-G-7: Enforce Land Development Code Parking Requirements. The City shall continue to require parking, as directed by the Land Development Code, for any net new building or net new floor space constructed within the CBD.

Parking Analysis for the 158 E. New England project: The applicant has provided information materials for the March P&Z public hearing which discuss the adequacy and availability of parking based on the experience and knowledge of the applicant, as the owner of the Bank of America building/parking garage and which also summarizes the September 7, 2016 parking study done by their consultant, VHB.

The proposed building has 40,722 square feet of retail/office space which at one space per 250 sq. ft. requires 162 spaces. The building program also envisions potentially two restaurant tenants within 11,879 sq. ft. of the first floor of the proposed building, which are discussed later. The applicant's first parking exception request is for the City to use a parking ratio of 3 spaces per 1,000 square feet for the office/retail space versus the current code of one space per 250 square feet or 4 per 1,000 square feet.

The planning staff at the P&Z meeting supported this portion of the exception request for several reasons. First, this project will hold Class A office space which by its' nature has larger office spaces and fewer employees. Second, the retail space is part of the Park Avenue shopping district with customers visiting many stores. Based on 3 per 1,000 square feet, the office/retail space of this project needs 122 parking spaces, which is an exception of 40 spaces or 25% of the total.

The second portion of the parking exception request is to allow the existing under-utilized parking within the Bank of America parking garage to be used or credited toward this project. The Bank of America building was constructed in 1970 and the City Code at that time required one parking space for each 400 square feet of office space. When the first two floors of that building were expanded, that new floor space was calculated at one space for each 250 square feet and the parking garage was also expanded at that time. The blending between the two based on the 94,831 "gross" square feet per OCPA yields a parking ratio of one space for each 310 square feet, based on the 287 spaces in the parking garage and the 16 privately owned parking spaces at grade. So in order to provide credit from the Bank of America parking garage to this new project for any surplus parking in the garage requires an exception to the parking requirements for the Bank of America building.

The VHB parking study examined the occupancy of the 278 space, Bank of America parking garage and found that there were 119 to 151 spaces open during the daytimes. (Average is 135 spaces) The applicant's information informs that there are a maximum of 197 fobs allowing access to the parking garage. This surplus of parking exists for several reasons. One is that the city's parking code does overestimate the parking needs of larger office buildings. Commerce National Bank and Heritage Park are two good examples. Another reason is that the Luma and the Wine Room restaurant tenants are generally closed for lunch during the weekdays so that parking demand was not present during the days when the survey was conducted. Lastly, another reason for the surplus is that customers/clients of the Bank of America building are prohibited from using the parking garage. Thus, a surplus of parking would be expected to exist if it is a large office project, the restaurants are closed and visitors are prohibited from using the parking garage.

The staff and P&Z Board were not comfortable allowing any surplus of parking to be used or credited from the Bank of America parking garage to this project beyond the current number of 197 fobbed access that is allowed to the parking garage. While all of the holders of those fobs may not park in the garage at the same time, they are all entitled to do that. Also the City needs to look forward to a time when different restaurant tenants may occupy the Luma and Wine Room spaces. There could very easily be (over time) a conversion to different restaurant tenants that are open for lunch during the week. Adding those new daytime restaurant employees (servers, food runners, bartenders, kitchen staff, managers) on duty during the lunch shift to the current users of the parking garage will change the occupancy significantly during the daytime within the parking garage. Thus staff and P&Z was only comfortable in allowing a maximum of 90 parking spaces (287 total spaces - 197 fobs = 90 spaces).

The second parking exception supported by the staff is to allow the Bank of America building to have a parking requirement of 213 spaces (197 spaces in the parking garage and the 16 privately owned parking spaces at grade). This translates into an overall building parking ratio of one space for each 445 square feet, which is 24 spaces less than the number of parking spaces required in 1970 based on the one space per 400 sq. ft. standard.

The proposed office and retail tenant spaces within this 158 E. New England Avenue project need a cumulative 122 parking spaces, based on the parking exception of 3 spaces per 1,000 square feet. They have 57 spaces provided on-site and 90 spaces within the Bank of America parking garage (per the exception above). That total of 147 spaces is 25 spaces in surplus without any regard to the restaurant spaces.

The VHB parking study and the planning staff recognize that the parking scenario is different at night after the office employees have gone home and on weekends. There is ample parking available in the parking garage and within this project to meet the proposed restaurant demand for nights and weekend days. The issue is how to get the public to access this available parking. The applicant proposes that every single restaurant customer will utilize valet parking. Based on other approx. 6,000 sq. ft. restaurants in the City such as Ale House, Hillstone, Ruth Chris, Brio, Cheesecake Factory, each of those restaurant spaces, of similar in size, would hold 240-250 seats, or a combined 480-500 seats. Adding in the valet needs for Luma could overwhelm the single valet stand especially given the time and inconvenience of using the parking garage. The planning staff recognizes that there will be many restaurant patrons park who choose not to use valet parking. The key parking management tool will be to find an effective method to require the valet parking staff to use the parking garage. The City's experience in the CBD and at the Alford is one of continual frustration that valet parking staff first uses whatever closest public parking is available. The Development Agreement will need to address this issue and others involving parking management.

Lastly, the Zoning Code requires that parking is necessary "to meet the parking requirements of both the employees of the building and users of those buildings". The applicant has agreed that 8 spaces in the basement level of the new 158 E. New England building will be accessible without fobs. However, none of the "users of the Bank of America building or realistically any of the new restaurant customers will be permitted to use the parking on either of these two properties. One of the significant enhancements that could result from this process would be open public parking in the bank of America parking garage at nights and on weekends. Then there would be a public benefit to balance the private benefit bestowed by the requested parking variances. However, the applicant has not agreed to provide such a public benefit. As a result, except for 8 spaces, all of the "users of both buildings" are forced to park in public parking further adding to and compounding the parking deficit in this area of the CBD.

These requests come in the context that three years ago, the City Commission challenged the staff to provide 100 more public parking spaces in the CBD. The implementation of that City Commission goal in large part was accomplished by the demolition of the former Fire Station building and the construction of the new parking lot at Lyman and New York Avenue opposite the Chamber of Commerce and Farmers Market.

New Materials: The applicant has provided a new site plans (still dated August 3, 2016) that show the loading zone remaining in the current location on New England Avenue. This submittal is intended to resolve the issue and objections about relocating the loading zone on New England Avenue or creating a new loading zone on Moody Way.

Planning and Zoning Board Summary: The P&Z Board supported the general project design and did not express any concerns about the exceptions related to the setbacks, building height of other design issues given the surrounding building heights and context. There was however, a split in the P&Z Board on the matter of the parking exceptions, which resulted in the 3-3 vote.

In terms of parking, three members of the P&Z Board voted in favor and agreed with the staff's recommendation on the parking exceptions and the applicants' request to allow limited daytime restaurant seating (110 seats) via valet parking. However, three other members of the P&Z Board felt that the parking deficit is so critical in the CBD during the majority of the daytime that the parking exceptions should not be granted, that there were inadequate parking provisions for the "users" of both buildings to access the private parking and that virtually all of the 25 surplus parking spaces would be used by just by the staff for the 100 restaurant seats proposed.

Planning Staff Recommendation: The planning staff recommendation to the P&Z Board was for approval of the Preliminary Conditional Use approval with the following conditions:

1. That a Development Agreement, binding to both properties, be approved by the City, subject to approval in form and content by the City Attorney, and be executed for this Project to commit to the parking and parking management strategies necessary for this Project.
2. That the Development Agreement contain parking management strategy commitments necessary for use by this Project and which provide for the shared parking between two properties and include signage, commitments on employees access to fobs and regulations on the operational characteristics of the valet parking.
3. That the restaurant spaces in the Project be limited to "dinner only" thus opening for business no earlier than 4:00 pm including for any special events by the restaurant but excluding special events sanctioned by the City such as the Arts Festivals, etc.
4. That the Development Agreement parking management strategy commitments include the method of complying with the Code such that that parking is provided "to meet the parking requirements of for both the employees of the building and users of those buildings" for the 158 E. New England building project.
5. That this approval includes the streetscape alteration on Knowles Avenue, as proposed, but does not include consent at this time to the creation or relocation of loading zones.

Planning and Zoning Board Minutes – March 7, 2017:

REQUEST OF BFC NEW ENGLAND LLC FOR: CONDITIONAL USE APPROVAL TO CONSTRUCT A THREE STORY MIXED USE BUILDING OF 52,601 SQUARE FEET IN SIZE WITH PARKING IN A BASEMENT LEVEL ON THE PROPERTY ZONED (C-2), AT 158 EAST NEW ENGLAND AVENUE AND PROVIDING FOR CERTAIN EXCEPTIONS AND FOR THE APPROVAL OF A DEVELOPERS AGREEMENT PERTAINING TO THE PROJECT.

Chairman James Johnston recused himself as Chair. Planning Manager, Jeff Briggs, presented the staff report. Mr. Briggs reminded the Board that this project was reviewed, November 1st, 2016 and since there was a time lapse, Mr. Briggs assured the board that project has been re-advertised and properly noticed to keep in ordinance with the public notice requirements. Mr. Briggs went on to talk about accomplishments from the November meeting related to building location, architectural design, the exceptions to the third floor setbacks, and other building functions and access. Mr. Briggs reviewed the power point presentation related to parking for this project. He indicated that Staff is in support of the variance requested by the applicant, forty parking spaces (25% of the requirement) and the commitment by the applicant's to add this to the development agreement.

Mr. Briggs discussed topic of the shared parking at Bank of America parking garage, the building has 287 spaces of which there is a significant amount of empty spaces that are available for the employees to utilize, for the bank, restaurants and offices. Mr. Briggs mentioned that Staff feels the 197 that are allowed to use the parking garage, should be the number used in terms of occupancy. He went on to explain the difference in the applicant's numbers for parking space use is because the restaurants at the Bank of America are not open for lunch. Therefore, there are no employees for those establishments, using the parking spaces during the day. Mr. Briggs discussed the Staff's concerns regarding the possibility of any restaurant at that property existing or in the future, could open for lunch and thus, issues to parking spaces could arise. Mr. Briggs expressed that Staff is not comfortable with allowing any larger credit to the new building than the float exists now between the commitment to the 197 parking spaces and the 90 spaces that are open. A variance is required to the parking standard that is in the Bank of America parking garage. Lastly, from Staff's perspective there are not enough parking spaces open for daytime restaurant use.

Staff supports the project and architectural exceptions. With respect to parking, Staff is supports using the 3 parking spaces per thousand and the 90 parking spaces in the Bank of America parking garage to be used for this project. Staff is not in support of daytime restaurant use. Staff believes the applicant needs to make provisions in the basement of the parking lot for use by visitors.

Ross Johnston asked if the Board if there were any questions for Staff.

Mr. Briggs responded to the Board's questions related to regulating restaurant seats for daytime use.

City Attorney, Dan Langley, stated for the record that Board held a workshop on February 21st, concerning this application and incorporating into the record, the discussion during the workshop.

Attorney Mickey Grindstaff, Shutts and Bowen, LLP, 300 South Orange Avenue represented the applicant. Mr. Grindstaff addressed the concerns related to the concern of daytime use of parking spaces. He informed the Board that the applicant has entered into a lease agreements for one of the restaurants which is currently night time only. Mr. Grindstaff went over the differences between Staff's recommendations for the request, versus the applicant's. He went on to present information as to why the applicant would

like to move forward with the request as is for the additional parking space. The Applicant accepts Staff's Approval with the five conditions stated, except that the applicant would like to change condition number three to read as follows:

1. The restaurant seats shall be limited to no more than one hundred (100) seats for lunch, i.e. 11:00 a.m. and 2:00 p.m. during weekdays, except for weekdays during which there are special events sanctioned by the city, such as the annual art festival, etc.
2. The restaurant seats shall not be limited to 100 seats, i.e. after 4:00 p.m. weekends or holidays reserved by the City.

Mr. Grindstaff added that the applicant is willing to accept the conditions requested by Staff and in addition, the applicant is requesting to be allowed to have one hundred seats in a restaurant, for a three hour period, during weekdays, utilizing the 25 extra parking spaces, which Staff acknowledges exist, in the Bank of America parking garage.

Mr. Grindstaff answered questions from the Board related to the limiting the allotment of seats to one of the two restaurants that will be on site and limiting the other restaurant to dinner only. Mr. Grindstaff also responded to questions regarding regulatory compliance for the restaurants related to seating.

Daniel Butts responded to questions from the Board related to how the parking spaces would be accessed during daytime hours, limiting the number of seats to the restaurants during lunch hours, guaranteed parking for people visiting the offices, how the applicant will ensure that valet services is not using extra parking spaces for patrons during daytime hours and clarification on the number seats for evening parking.

The Board received comments from the following citizens: Allen Deveaux, 306 South Park Avenue; Carol Roosefelt, 1400 N. New York Avenue; Donna Collado, 327 Beloit Avenue; Ann Higbie, 190 Ward Drive.

Ross Johnston closed the public session and asked the Board if they had any comments.

Sheila De Ciccio expressed concerns regarding parking and stated that she could not support the petition.

Raymond Waugh remarked that the applicant is proposing a shared parking solution unrelated to the public parking issue in Winter Park.

Randall Slocum expressed his concerns regarding controlled parking with limited open use access. He would be in support of this project if the lunch portion of request was removed.

Motion made Tom Sacha, seconded by Ray Waugh to Approve the Conditional Use request with the five conditions recommended by staff but modifying #3 to allow up to 100 restaurant seats for daytime usage. Randall Slocum, Shelia De Ciccio and Ross Johnston voted against the motion to approve. Tom Sacha, Ray Waugh and Bob Hahn voted in favor of the motion to approve. The vote was 3-3.

Battaglia Group 158 East New England Parking Summary

Office (34,411 square feet) and Retail (6,311 square feet) = 40,722 gross square feet

Based on 4 per 1,000 gross sq. ft. per Code = 162 spaces required

Based on 3 per 1,000 gross square feet = 122 spaces required

Difference = 40 spaces

or 25% variance request

Bank of America Building – 250 S. Park Avenue

Building size is 94,831 per OCPA

Building was built in 1970 based one space per 400 sq. ft. and expanded around 2005 based one space per 250 for the new floor added space. Combined building has one space per 310 sq. ft. parking based on 287 spaces/garage and 16/grade.

Bank of America parking garage = 287 parking spaces, 197 fobs, and 90 open spaces. To shift 90 spaces over from the 250 S. Park Avenue property to serve the 158 E. New England property requires a variance for those 90 spaces. Bank of America then would only be required to have 213 parking spaces or one space for each 445 square feet.

90 open spaces

+ 57 in proposed project

147 spaces

122 parking spaces needed for 158 E. New England office and retail space (based on 3 per 1,000 gross sq. ft.)

Proposed restaurants within the 158 E. New England project:

Applicant wants approval for 624 seats only for nights/weekends.

1 space per 4 seats for 624 seats = 156 spaces required

Parking to be by Valet only within the two parking structures.

Parking Exceptions (Variances) Requested

1. To use three spaces per 1,000 sq. ft. for office and retail space – 40 spaces
2. To use one space per 445 sq. ft. for Bank of America building– 90 spaces
3. To provide only 8 spaces for the “users” of the two buildings.

Parcel Report for 05-22-30-9400-59-091



at Park Ave
Bfc Park
Avenue LLC

Courtesy Rick Singh, CFA, Orange County Property Appraiser



4	138	25	13	16	17	New England Building Northstar Realty Capital I LLC	83
5	138	30	13	54	36	New England Building Republic Shingle Creek LLC	

135

155

ENGLAND AVE

158



Created: 2/28/2017

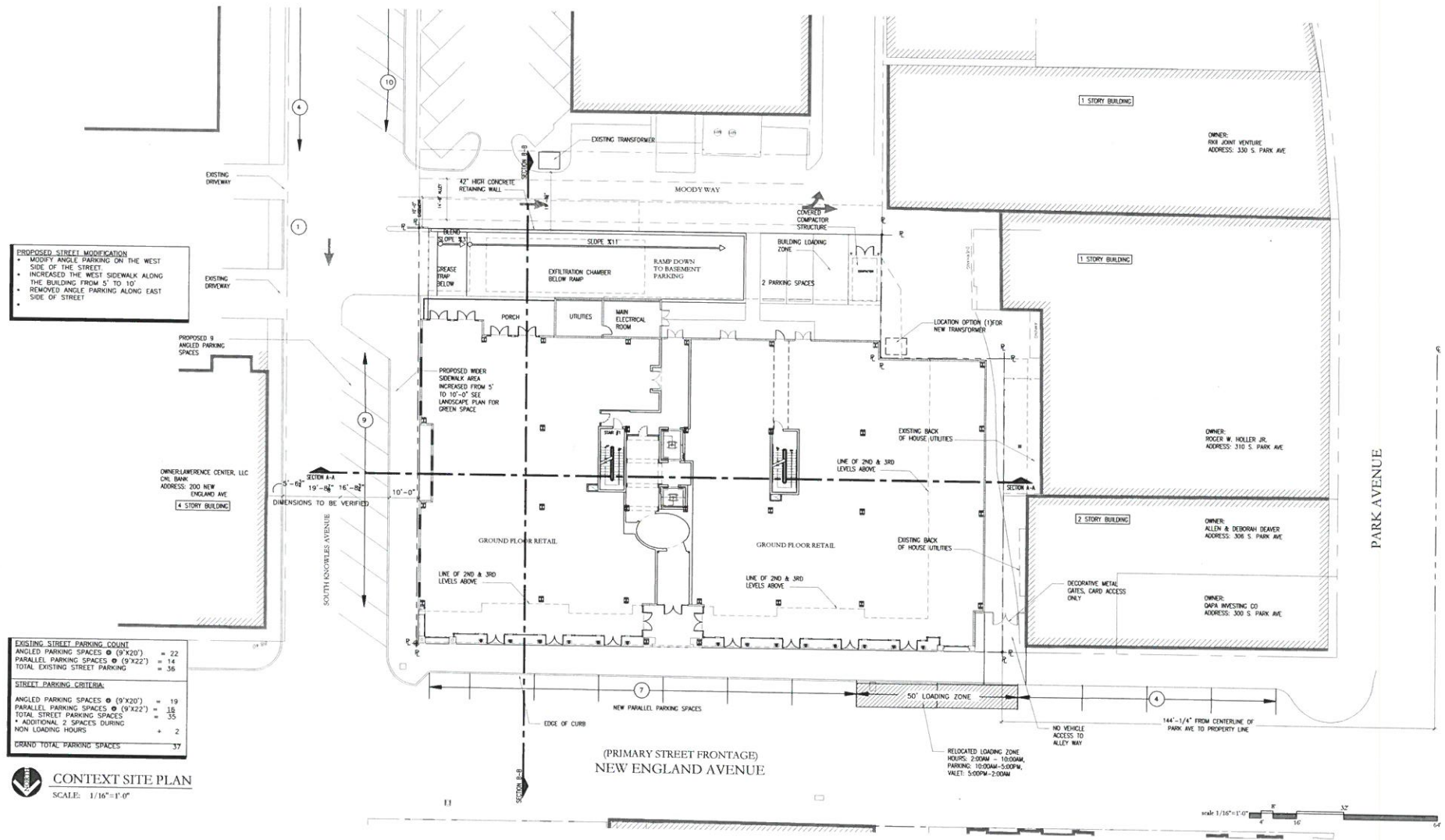
This map is for reference only and is not a survey.

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



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

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



Architectural Site Plan

158 East New England Ave.-Planning and Zoning Submission Package

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Page 13

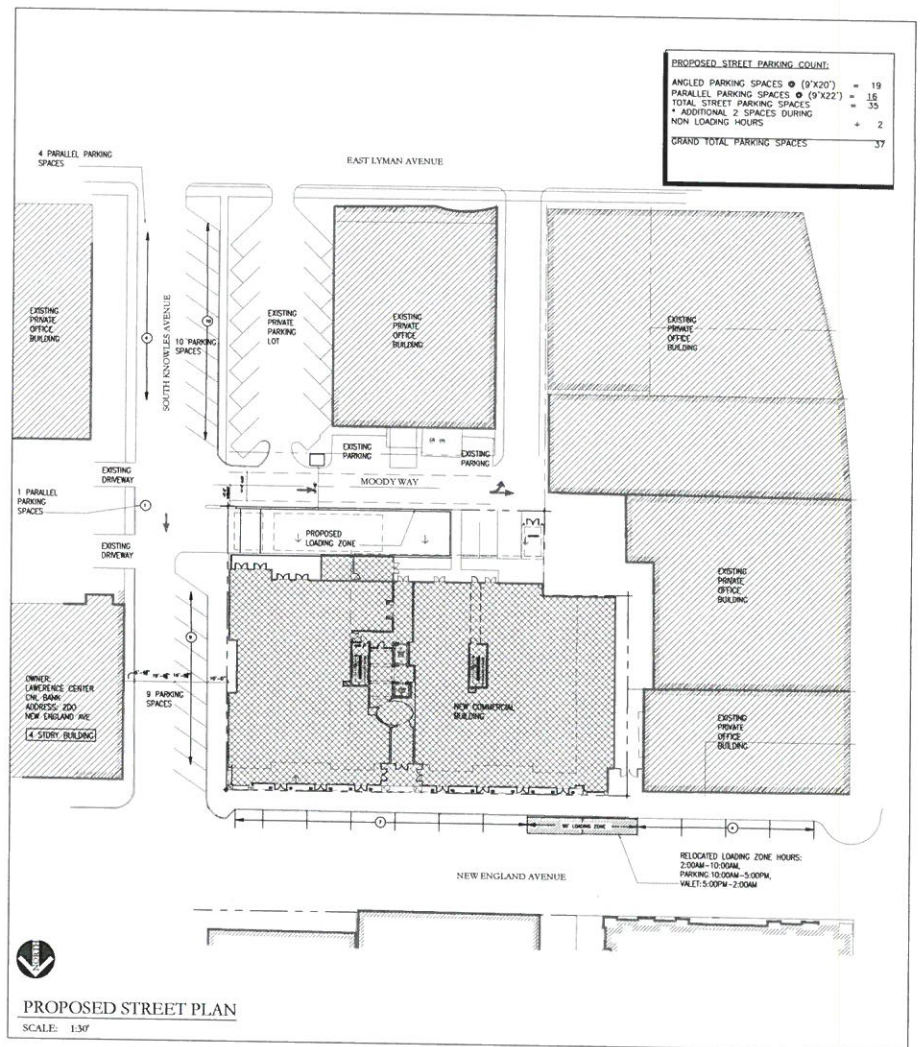
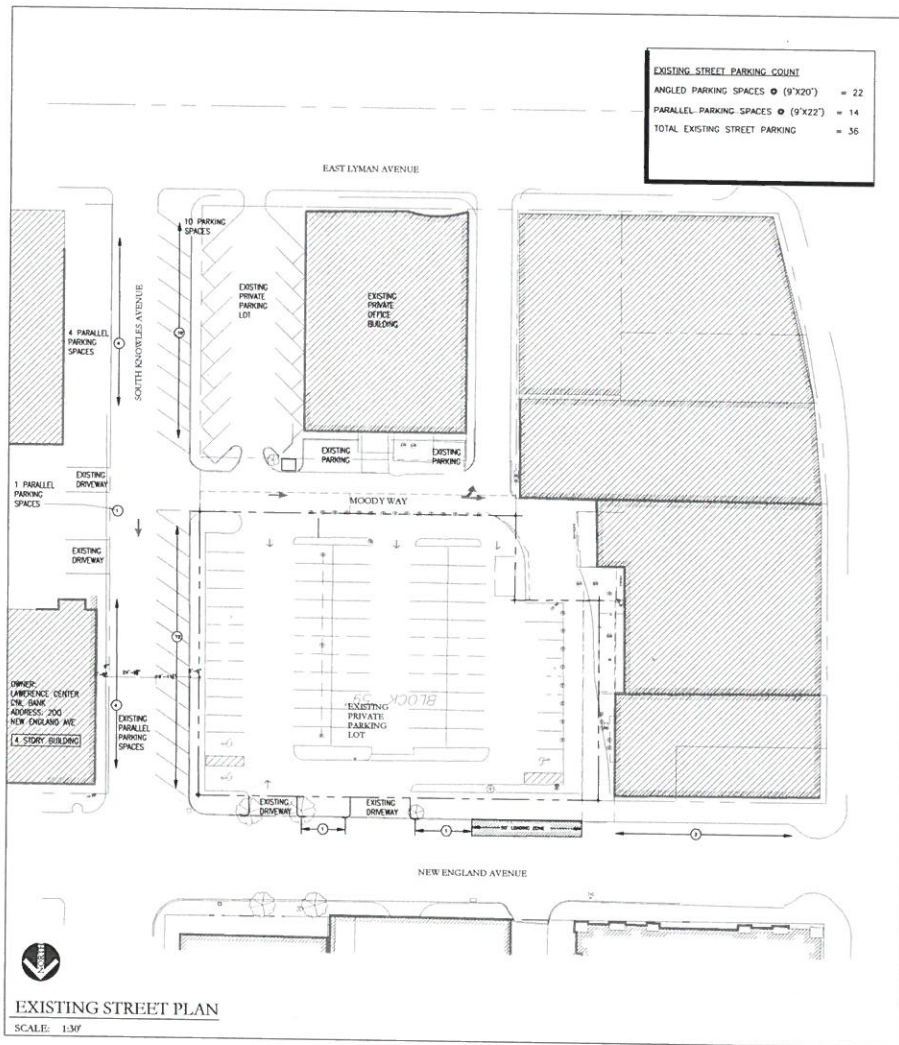
August 3, 2016

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EXISTING AND PROPOSED STREET PLAN

158 East New England Ave.-Planning and Zoning Submission Package

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Page 14

August 3, 2016

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City Commission Minutes 3/27
158 E. New England

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

Recess

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

After further comments regarding the need to further review all the issues, **motion made by Mayor Leary to table this item; seconded by Commissioner Cooper. Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.**

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

PREPARED BY:

Michael J. Grindstaff, Esq.
Shutts & Bowen, LLP
300 S. Orange Avenue
Orlando, FL 32801
(407) 423-3200

DEVELOPER'S AGREEMENT

(158 E. New England Avenue)

THIS ~~DEVELOPER'S~~ **MENT** AGREEMENT ("this Agreement") is made and entered into as of the ____ day of _____, 2017, by and between **BFC NEW ENGLAND, LLC**, a Florida limited liability company, whose address is Post Office Box 3010, Winter Park, FL 32790 (hereinafter referred to as the "Owner"), and the **CITY OF WINTER PARK**, a Florida municipal corporation, whose mailing address is 401 Park Avenue South, Winter Park, FL 32789, Attention: City Manager (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the Owner is the fee simple owner of those certain lands located in Orange County, Florida, and within the corporate limits of the City of Winter Park, Florida, said lands being more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, the Owner has applied to the City for a conditional use and final development plan approval to enable the Property to be developed into a three story mixed use building of 52,601 square feet, which is to include approximately 34,411 gross square feet of Class A office space on the second and third floors, and approximately 17,022 gross square feet of retail/restaurant space, including approximately 6,311 gross square feet of retail space, and two restaurants on the first floor (collectively the "Project"); and

WHEREAS, the Winter Park City Commission, after holding all requisite public hearings and being otherwise fully advised, and subject to the terms of this Agreement, approved the Owner's application on _____, 2017, which approval included the final development plan for the Project entitled "_____" dated _____ (the "Development Plan"), attached hereto as **Exhibit "B"**; and

WHEREAS, as a condition of such approval and to further ensure that the Property is developed in the manner approved by the City, the City has required the Owner to subject the Property to the terms of this Agreement; and

WHEREAS, the Owner concurs that it is in the best interest of the City, the Owner, and future owners of the Property, to subject the Property to this binding Agreement which shall run with the land and bind the Owner's successors and assigns; and

WHEREAS, the Owner and the City further desire to execute this Agreement in order to provide additional assurances that the Property shall be developed in full compliance with the provisions of the Winter Park Code of Ordinances and all applicable development regulations of other jurisdictions such as the St. John's River Water Management District; and

~~WHEREAS~~, this Agreement is not a statutory development agreement pursuant to Chapter 163, Florida Statutes (Florida Local Government Development Agreement Act), and is being entered into by the City pursuant to the City's home rule authority as a condition of development approvals and based on concessions voluntarily agreed upon by the Owner;--

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

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

Section 2. Development of the Property. Except as otherwise expressly set forth in this Agreement, it is agreed that the Owner shall develop the Property in accordance with the Development Plan and the conditions imposed upon the Project's Conditional Use approval; ~~and shall otherwise comply with the zoning and subdivision regulations of the City as set forth in the Winter Park Code of Ordinances, as it may from time to time be amended.~~ In addition to the requirements and obligations of the Owner and the Project herein, the development of the Property and the Project shall be subject to the City of Winter Park Code of Ordinances requirements and any other development orders, approvals and permits for the Project and Property, including the conditions of such development orders, approvals and permits. In the event of any conflict between the provisions of the Winter Park Code of Ordinances, as it may from time to time be amended, and this Agreement, it is agreed that the provisions of this Agreement shall control.

Section 3. Building Height. Pursuant to Section 58-90 C-2 (Conditional Uses), of the City of Winter Park zoning code, the building height for the ~~p~~Project may be 45' in lieu of the maximum of 40' permitted in C-2 zoning.

Section 4. Third Floor Setback Along Knowles Avenue. Pursuant to Section 58-90 C-2 (Conditional Uses), of the Winter Park zoning code, there shall be no setback for the third floor portion of the building along the Knowles Avenue frontage in lieu of the normal one foot setback for each one foot height of the third floor. This is compatible with the extraordinary second and third floor setbacks along the west side of the building and along New England Avenue; and it is in keeping with the same four (4) story vertical wall element that exists across Knowles Avenue from the Project for the Lawrence Center building. In addition, this is in keeping with the SunTrust garage and, given the Project's location "off" the primary visibility from Park Avenue, this is compatible with the context of the exception.

Section 5. Restaurants – Maximum Number of Seats and Hours of Operations. The restaurants within the Project (collectively the "Restaurants") ~~will~~ shall have no more than six hundred twenty four (624) cumulative seats. The Restaurants may only operate during weekday evening hours (i.e. after 4 p.m.), weekends, holidays, and events sanctioned by the City such as the Art Festival, etc. The Restaurants shall not operate during any other daytime hours.

Section 6. Parking. The Owner and Project shall be required to provide, maintain and operate vehicular parking for the Project as follows:

a. Retail/Office Parking

(i) 3 per 1,000 square feet Because the Project will be a premier urban mixed-use and shared use project with high quality standard finishes, state of the art systems and a definite market presence within the Central Business District ("CBD") including Class "A" office space, which by its nature has larger office spaces and fewer employees and the retail space is part of the Park Avenue shopping district with customers visiting many stores, the Project shall provide 122 parking spaces for daytime use for the retail/office portion of the Project which is a ratio of three (3) parking spaces per 1,000 sq. ft. in lieu of four parking spaces per 1,000 sq. ft. Fifty-seven (57) of these parking spaces for the retail and office components of the Project ~~will~~ shall be provided either in the new surface parking spaces within the Project or in the underground parking garage within the Project (the "158 Garage") and the remaining sixty-five (65) parking spaces for daytime use by the retail and office components of the Project shall be provided in the parking garage of the Bank of America building located at 135 New England Avenue on the north side of New England Avenue (the "BOA Garage").

(ii) Retail/Office Employee Parking For Project All employees of the retail and office components of the Project ~~will~~ shall be required per lease agreement, to park either in the 158 Garage or in the 65 parking spaces located in the BOA Garage during the hours of their employers' operations. Such employees ~~will~~ shall be provided with access (through non-attendant, non-valet technology) to the applicable garages and appropriate signage ~~will~~ shall be maintained to identify the "employee" parking spaces).

(iii) Retail/Office Patron Parking In addition to the _____ () new public parallel parking spaces created along New England Avenue of the, at least eight (8) of the fifty-four (54) parking spaces within the 158 Garage ~~will~~ shall be "reserved" for patrons of the retail and office components of the Project, and such patron parking will be provided free of charge when validated by a retail or office operator within the Project.

b. Restaurant Parking

(i) Restaurant Employee Parking All employees of the Restaurants ~~will~~ shall be required per lease agreement to park, free of charge to the individual employees, either in the 158 Garage or in the BOA Garage during the hours of operations of their respective employers. The employees ~~will~~ shall be provided with access (through non-attendant, non-valet technology) to the applicable garages and appropriate signage ~~will~~ shall be maintained to identify the "employee" parking spaces.

(ii) Restaurant Patron Parking The Project ~~will~~ shall provide valet parking free of charge for patrons of the Restaurants within the three hundred sixty (360) cumulative parking spaces located either in the 158 Garage or within the BOA Garage.

c. Valet Parking Operations.

(i) Location of Valet Parking Spaces Anytime the Project is to provide valet parking services under this Agreement, the parking spaces to be utilized for such valet parking services shall be located either in the 158 Garage or within the BOA Garage and not any in other location.

(ii) Location of Valet Parking Services and Loading Zone/Utilization of Parallel Parking Spaces and Loading Zone Area The City agrees that when valet parking is being operated the two (2) western-most parallel parking spaces and the existing public loading zone area located along the south side of New England Avenue in front of the Project may be utilized for such valet services on a non-exclusive basis. The Project will coordinate with City Staff the hours of operation for such area to be used for such respectively (i.e. public parking, loading zone or valet services) so as to minimize any interference with the visibility or access of any existing or future use.

d. Excess Parking/Public Valet Parking

During the Restaurants' permitted hours of operation, as described in Section 5 above, any excess parking capacity within either the 158 Garage or the BOA Garage ~~will~~ shall be made available to the public (non-patrons) via valet, for a charge.

e. Duty. The Owner and its successors and assigns have an affirmative duty to ensure that the Project's onsite and offsite parking is maintained and operated in the manner contemplated by this Agreement and the Parking Agreement (as defined herein).

Section 7. Onsite Stormwater Exfiltration. Stormwater retention for the Project will be provided within an exfiltration vault to be located upon the property underneath the parking garage ramp subject to compliance with applicable ordinances, rules and regulations.

Section 8. Streetscape Alterations on Knowles Avenue. Within six months after Owner commences construction of the vertical portions of the Project, Owner agrees to produce schematic design plans for streetscape improvements along Knowles Avenue between New England Ave and Lyman Avenue (the "Street Design Plans"). The City, at the City's expense, agrees to prepare final construction drawings, obtain permits, construct and maintain the Streetscape improvements, from the back of the east curb to the back of the west curb and including the improved roadway of Knowles Avenue between New England to the north and Lyman Avenue to the south (or such areas as Owner and City may agree to in writing) in accordance with the Street Design Plans on or about the time of issuance of the first certificate of occupancy for space within the Project. The Owner, at its expense, agrees to prepare final construction drawings, obtain permits, construct and maintain the foregoing Streetscape improvements from the back of the west curb to the exterior of the Project (or such areas as Owner and City may agree to in writing) in accordance with the Street Design Plans.

Section 9. No Development Permit. This Agreement is not and shall not be construed as a development permit, or authorization to commence development, nor shall it relieve the Owner of the obligations to obtain necessary development permits that are required under applicable law and under and pursuant to the terms of this Agreement. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Owner or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Unless expressly authorized or granted herein, nothing in this Agreement shall constitute or be deemed to constitute or require the City to issue any approval by the City of any rezoning, Comprehensive Plan amendment, variance, special exception, final site plan, preliminary subdivision plan, final plat or subdivision plan, building permit, grading, stormwater drainage, engineering, or any other land use or development approval. These and any other required City development approvals and permits shall be processed and issued by the City in accordance with procedures with respect to same as otherwise set forth in the City's Code of Ordinances and subject to any conditions of approval thereof. This Agreement is approved under the City's home rule authority and is not a statutory development agreement under Chapter 163, Florida Statutes.

Section 10. Notice. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) when (i) hand delivered to the other party at the address appearing on the first page of this Agreement, (ii) delivered by overnight courier such as Federal Express, or (iii) deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address appearing on the first page of this Agreement, or such other person or address as the party shall have specified by written notice to the other party delivered in accordance herewith.

Section 11. Covenant Running with the Land. This Agreement shall run with the Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Property or any portion thereof.

Section 12. Recordation of Agreement. The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Owner's expense, in the Public Records of Orange County, Florida. ~~The City will, from time to time upon request of the Owner, execute and deliver letters affirming the status of this Agreement.~~

Section 13. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. The exclusive venue for purpose of litigation in any action to construe or enforce the provisions of this Agreement shall be in a court of competent jurisdiction in and for Orange County, Florida.

Section 14. Subordination/Joinder. Owner represents and warrants to City that it is the fee simple owner of the Property. Unless otherwise agreed to by the City, all liens, mortgages and other encumbrances on the Property not satisfied or released of record, must be subordinated to the terms of this Agreement or the lienholder join in this Agreement. It shall be the responsibility of the Owner to promptly obtain the said subordination or joinder, if necessary, in form and substance acceptable to the City Attorney, prior to the City's execution of the Agreement.

Section 1415. Time of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 1516. Agreement; Amendment. This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 1617. Further Documentation. The parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder.

Section 1718. Specific Performance Enforcement. Both the City and the Owner shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance. In no event shall the City be liable for monetary damages arising out of or concerning this Agreement. In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner shall be responsible for all costs and expenses, including attorney's fees,

whether or not litigation is necessary, and if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement, which costs, expenses and fees shall also be a lien upon the Property superior to all others. In addition to the foregoing, the City shall be permitted without notice to immediately withhold the issuance of certificates of occupancy and building permits associated with the Project in the event Owner is in violation of any provision of this Agreement until such violation is cured to the City's satisfaction.

Further, if Owner fails to timely pay the City any monies due pursuant to this Agreement, the City may record a Notice of Lien against the Property in the amount owed to the City. Interest on unpaid overdue sums shall accrue at the rate of eighteen percent (18%) compounded annually or at the maximum rate allowed by law if lower than 18%. A copy of such Notice of Lien shall also be delivered to Owner in the same manner as required under this Agreement for delivery of written notices. The recorded Notice of Lien shall constitute a lien upon the Property and the lien may be foreclosed upon for the benefit of the City any time after fifteen (15) days after the Notice of Lien has been recorded in the public records. City may foreclose the lien in accordance with the procedures established in Chapter 702, Florida Statutes, or successor or other statute providing for lien foreclosure procedures. Owner may obtain a release from the lien by paying the amount stated in the lien, plus accrued interest, plus attorney's fees and costs incurred by the City in filing and collecting upon the lien.

In addition, a violation of the provisions, conditions or restrictions of this Agreement by Owner or any tenant of Owner if not cured after notice and an opportunity to cure shall constitute a violation of the conditions of the Project development orders and permits and thus, also constitute a violation of the City of Winter Park Code of Ordinances, and accordingly, the City may: (i) take enforcement action in accordance with Chapter 162, Florida Statutes and the applicable code enforcement provisions of the City Code of Ordinances concerning such violation(s); (ii) take any other remedy afforded by this Agreement or by law or in equity; or (ii) any combination thereof.

Section 1819. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

Section 1920. Captions. Captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

Section 2021. Severability. If any sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereof.

Section 2122. Effective Date. The Effective Date of this Agreement shall be the day and year first above written.

Section 22-23 Parking Agreement With Fee Simple Owner of BOA Garage Property. The Owner represents that the fee simple owner of the real property located at 250 Park Avenue and the owner of the real property upon which the BOA Garage is located is BFC Park Avenue, LLC, a Florida Limited Liability Company ("BFC Park Avenue"). The Owner further represents that BFC Park Avenue is a legal affiliate of the Owner that is owned and controlled by the same ownership group that owns the Property. Owner acknowledges and agrees that prior to obtaining any site work permit and building permit for the Project, Owner must enter into and record in the public records an parking easement agreement with terms and conditions reasonably acceptable to the City (the "Parking Agreement") with BFC Park Avenue whereby BFC Park Avenue and its successors and assigns permanently commits to (i) allow the Project to utilize the BOA Garage for parking purposes as contemplated herein, and (ii) require all future tenants within the 250 Park Avenue Building to park in the BOA Garage during the hours of operations of their respective employers; and that such employees will be provided with access (through non-attendant, non-valet technology) to the applicable garages and appropriate signage will be maintained to identify the "employee" parking spaces.

~~The terms and conditions of the Parking Agreement must be reasonably acceptable to the City. The Parking Agreement shall be binding upon and run with the land of the Property and BFC Park Avenue property and be binding upon their respective successors and assigns in interest. Further, said Parking Agreement shall contain: (i) a provision indicating that the Project's off-site spaces in the BOA Garage are to be utilized by the Project to meet the minimum parking requirements established by the City via the Conditional Use approval for the Project; and (ii) a restriction which expressly prohibits those designated Project parking spaces within the BOA Garage from being counted to meet any parking requirements applicable to any increase in density or intensity of use of the BFC Park Avenue property. Any lease and mortgage encumbering the BFC Park Avenue property and the Property shall be subordinated to the Parking Agreement to ensure that it cannot be terminated due to any default under any existing lease or mortgage. Further, the Parking Agreement shall contain a provision stating that it cannot be terminated or amended without the approval of the City and that the City shall have the right, but not the obligation, to enforce its terms in regards to its incorporation of the requirements of this Agreement.~~

~~The Owner shall submit a draft Parking Agreement to the City for review and approval before it is executed and recorded in the Public Records. The City has the right to withhold site permits and building permits for the Project until the approved Parking Agreement is executed and recorded. If the Parking Agreement, in a form approved by the City, is not executed and recorded within twelve (12) months from the date of the City Commission's approval of the Conditional Use for the Project, then Owner shall be deemed to have not meet a condition of the Conditional Use and final development plan approval, and the Conditional Use and final development plan shall expire and terminate and the Project shall not be able to proceed.~~

Section 24. Miscellaneous.

a. ~~Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its home rule authority, police power, zoning authority and sovereign immunity under the Constitution and laws of the State of Florida or any other privilege, immunity or defense afforded to the City or the City's officials, officers, employees and agents under the law.~~

b. This Agreement is entered into voluntarily by the Owner without duress and after full review, evaluation and consideration by the Owner. Owner is represented by counsel, or alternatively, has been afforded an opportunity to retain counsel for review of this Agreement.

c. City and Owner are not partners and this Agreement is not a joint venture and nothing in this Agreement shall be construed to authorize the Owner to represent or bind the City to matters not expressly authorized or provided in this Agreement.

d. None of the parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting all or any portion of this Agreement, it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement.

IN WITNESS WHEREOF, the Owner and the City have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

STATE OF FLORIDA COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, as a member of **BFC NEW ENGLAND, LLC**, a Florida limited liability company, who [] is personally known to me or [] produced _____ as identification, and that he acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, for the uses and purposes therein expressed.

Signed, sealed and delivered in the presence of

Print Name

Print Name

OWNER:
BFC NEW ENGLAND, LLC,
a Florida limited liability company

By:
Name:
Title:

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2017.

Signature of Notary

Name of Notary

Commission Number (if not legible on seal):

My Commission Expires (if not legible on seal):

FOR USE AND RELIANCE ONLY BY THE CITY OF WINTER PARK, FLORIDA. Approved as to form and legality this ____ day of _____, 2017. APPROVED BY THE WINTER

Signed, sealed and delivered in the presence of

Print Name

Print Name

CITY:

CITY OF WINTER PARK, FLORIDA

By:

Steve Leary, Mayor

Attest: City Clerk

PARK CITY COMMISSION AT A MEETING HELD

ON _____ UNDER AGENDA ITEM NO. ____.

By: as Counsel to the City

**STATE OF FLORIDA COUNTY
OF ORANGE**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **Steve Leary** and _____, personally known to me to be the Mayor and City Clerk, respectively, of the **CITY OF WINTER PARK, FLORIDA** and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2017.

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal):

My Commission Expires (if not legible on seal):

EXHIBIT "A" THE PROPERTY

EXHIBIT “B” Development Plan

1. Basement 1 Floor Plan
2. Ground Level Floor Plan
3. Second Level Floor Plan
4. Third Level Floor Plan
5. Roof Level Plan
6. Exterior Building Elevations
7. Sheet 1 of 1 Boundary & Topographic Survey
8. Storm Trap System



Table of Contents

1. Cover
2. Contextual Site Plan
3. Boundary Survey
4. Existing Site and Context Photos
5. Existing Site Plan
6. Zoning Metrics Plan
7. Zoning Plan (Building Articulation)
8. Zoning Plan/Building Articulation (2nd & 3rd Level)
9. Zoning Plan (Adjacent Buildings-Contextual Heights)
10. Zoning Diagram (North Elevation)
11. Zoning Section Diagram (Building Heights)
12. Axonometric Contextual Zoning Diagram
13. Architectural Site Plan
14. Existing and Proposed Street Plan
15. Basement Parking Level
16. Ground Level Floor Plan
17. 2nd & 3rd Level Plan
18. Roof Plan
19. North Elevation-East New England Ave.
20. South Elevation-Moody Way
21. East Elevation-Knowles Ave./West Elevation-Alley
22. Building Section A-A
23. Building Section B-B
24. Building Details
25. Rendered North Elevation-East New England
26. Rendered East Elevation-Knowles Ave.
27. Perspective Rendering Looking West
28. Perspective Rendering Looking East

158 East New England Ave.-Planning and Zoning Submission Package

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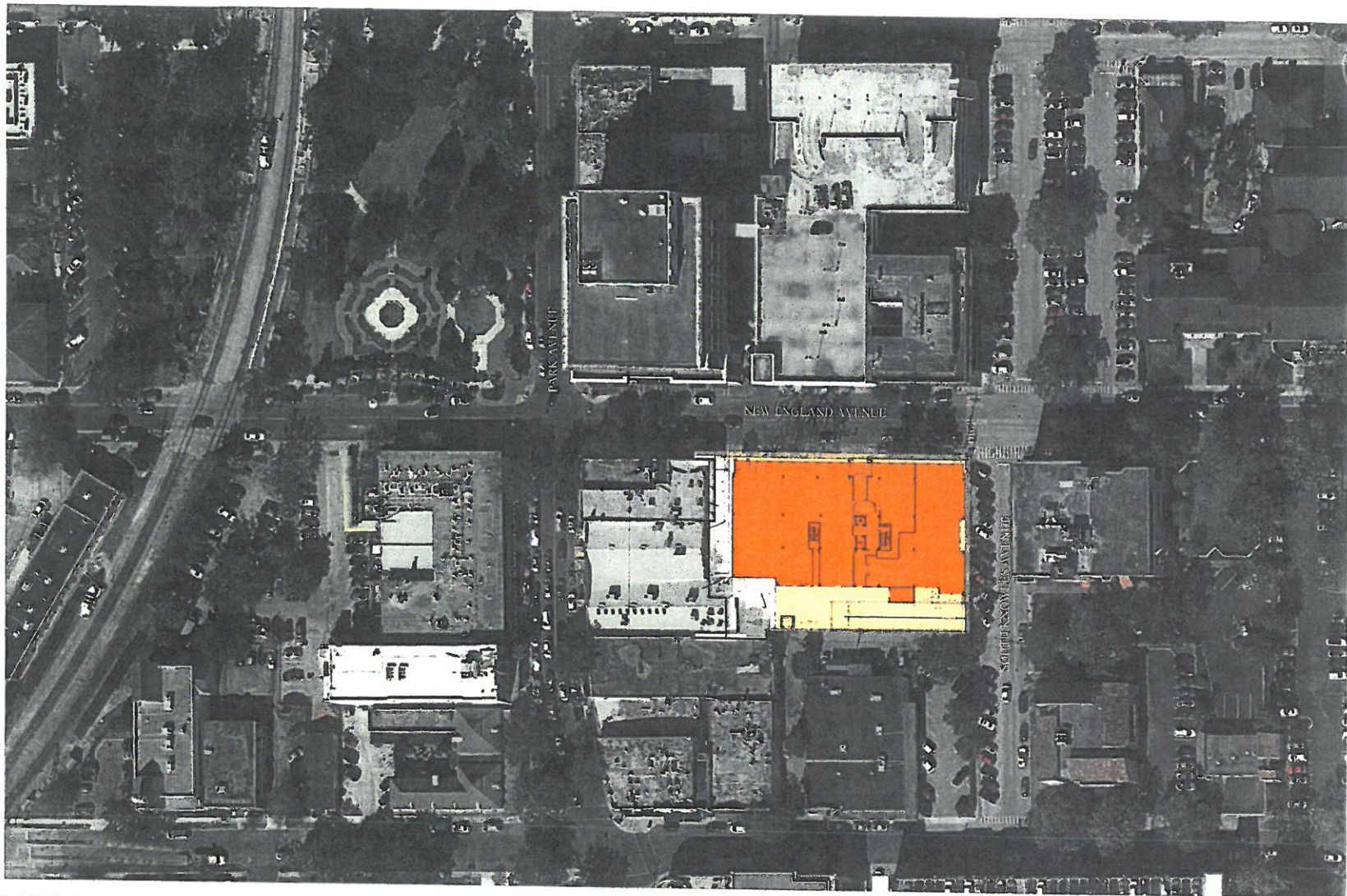
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ZYSCOVICH
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August 3, 2016

Design Architect
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 **CONTEXTUAL AERIAL RENDERING**
SCALE: NTS

Contextual Site Plan

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August 3, 2016

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PHOTO 1



PHOTO 2



PHOTO 3



PHOTO 4



PHOTO 5



PHOTO 6



PHOTO 7



PHOTO 8



PHOTO 9



PHOTO 10



PHOTO 11



PHOTO 12



PHOTO 13



PHOTO 14



PHOTO 15



PHOTO 16



PHOTO 17



PHOTO 18

Existing Site and Context Photo's

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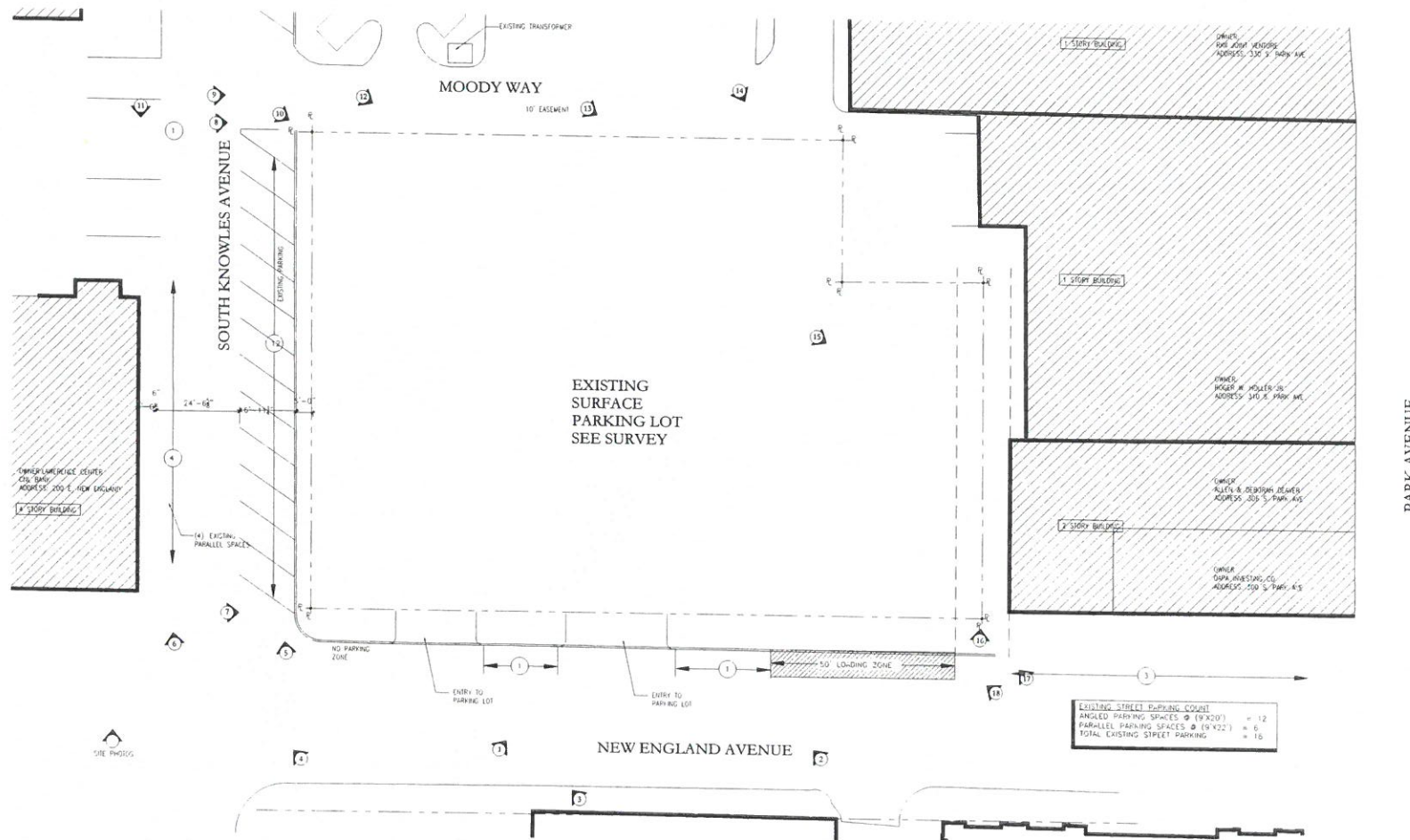
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Page 4

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SITE PLAN - EXISTING CONDITIONS
SCALE: 1/16"=1'-0"

Existing Site Plan

158 East New England Ave.-Planning and Zoning Submission Package

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Page 5

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August 3, 2016

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CURRENT USE - PARKING LOT

CURRENT ZONING - C-2 - COMMERCIAL DISTRICT

FUTURE LAND USE DESIGNATION - CENTRAL BUSINESS DISTRICT

PROPOSED USE - COMMERCIAL - GROUND FLOOR RETAIL - OFFICE

PARK AVENUE CORRIDOR - OUTSIDE CORRIDOR

FLOOR AREA RATIO - F.A.R.

F.A.R. \leq 2.00

GROSS BUILDING AREA	52,601	SQ. FT.	= 1.98 FAR
LOT AREA	26,553	SQ. FT.	

MINIMUM LOT SIZE NONE

CODE 1st Fl. 2nd &

3rd Fl.

PRIMARY FRONTAGE

STREET-FRONT SETBACK 0' 0' to 3'-4" 11' to 14'-1"

REAR YARD SETBACK 10' -- --

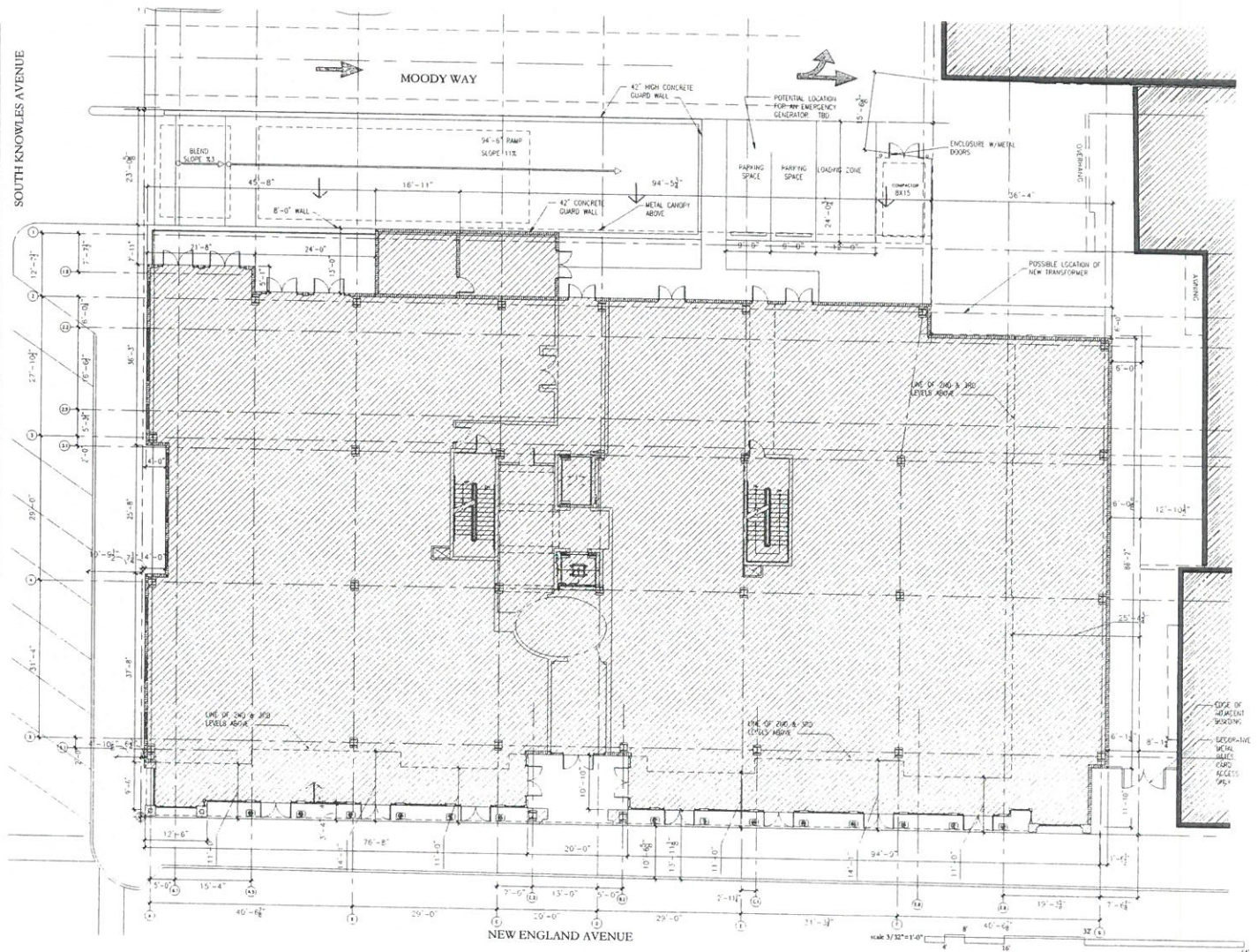
SIDE YARD SETBACK 0' 6'-1" 25'-4"

BUILDING HEIGHT

- 2 STORIES - AS OF RIGHT
- 3 STORIES - CONDITIONAL USE

MAXIMUM HEIGHT MAP - 2 TO 3 STORY ZONE

TRACING - REQUIRED FOR BUILDINGS GREATER THAN 2 STORIES
BASED ON THE WINTER PARK CODE OF ORDINANCES CHAPTER 5B -
LAND DEVELOPMENT CODE - WINTER PARK COMPREHENSIVE PLAN JUNE
23, 2009 AS AMENDED, WINTER PARK ZONING MAP & WINTER PARK
FUTURE LAND USE MAP



Zoning Metrics Plan

158 East New England Ave.-Planning and Zoning Submission Package

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Page 6

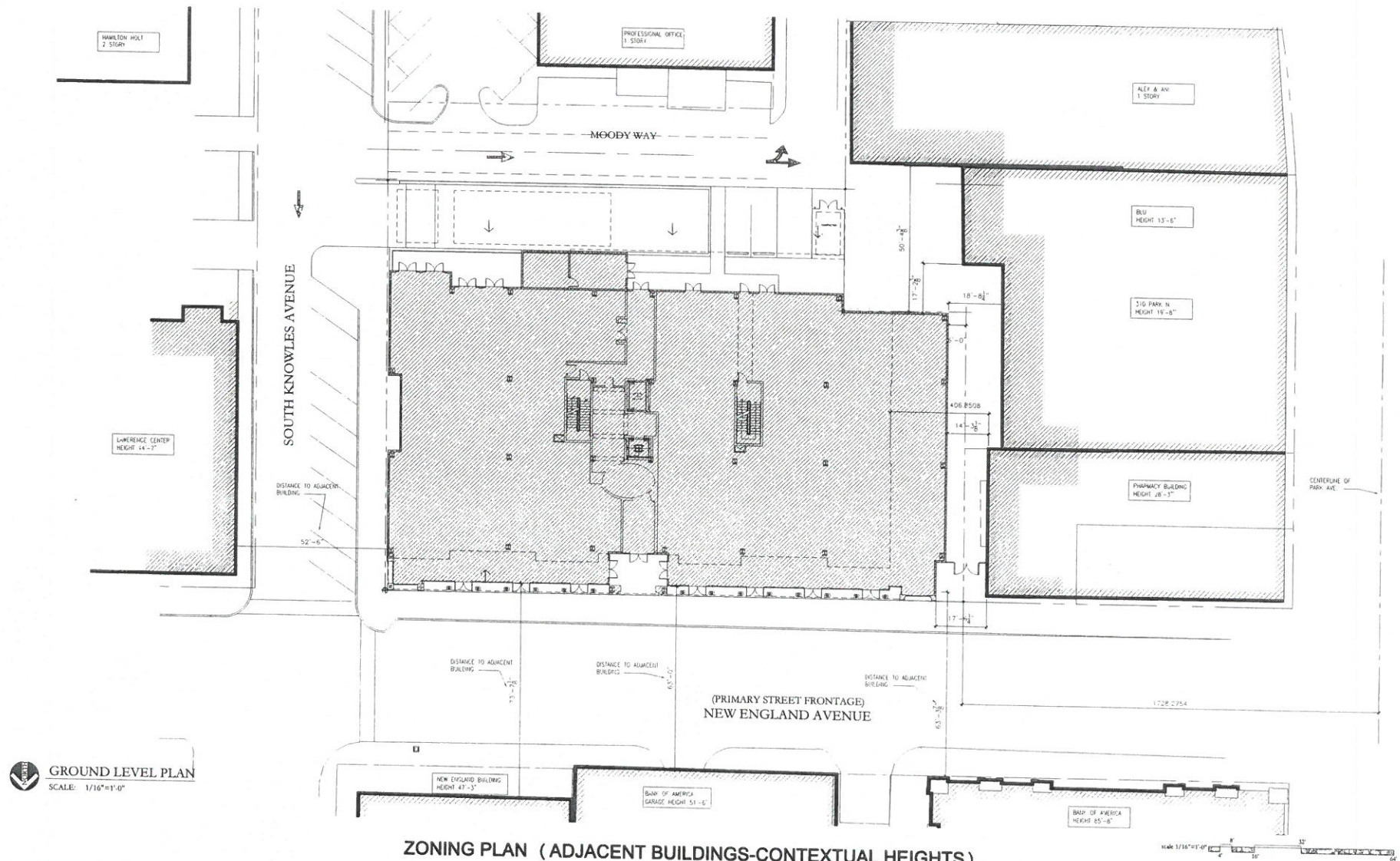
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Zoning Plan/Building Articulation (2nd & 3rd Level Plan)



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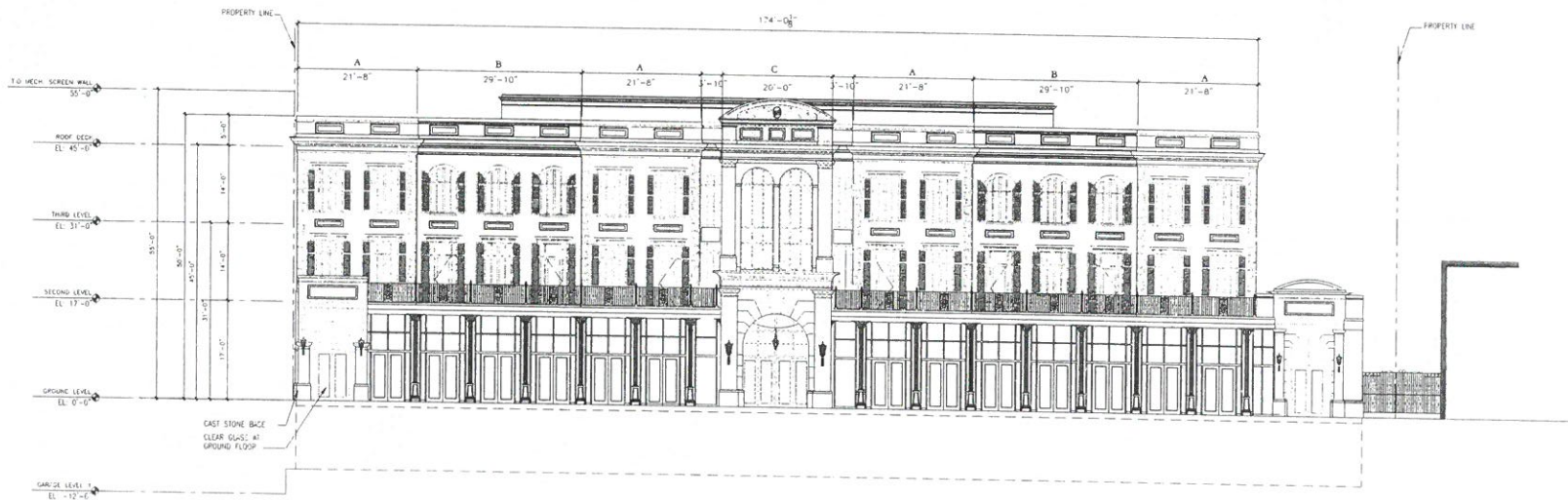
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ZONING DIAGRAM
NORTH EXTERIOR ELEVATION
SCALE: 3/32"=1'-0"

- LEGEND
- A 2 LEVELS, 2ND & 3RD STEPPED BACK 11'-0" FROM PROPERTY LINE
 - B 2 LEVELS, 2ND & 3RD STEPPED BACK 14'-2" FROM PROPERTY LINE
 - C FACE OF PROPERTY LINE
- A = 49.5% @ 11'-0" SET BACK
B = 32% @ 14'-2" SET BACK



Zoning Diagram (North Elevation)

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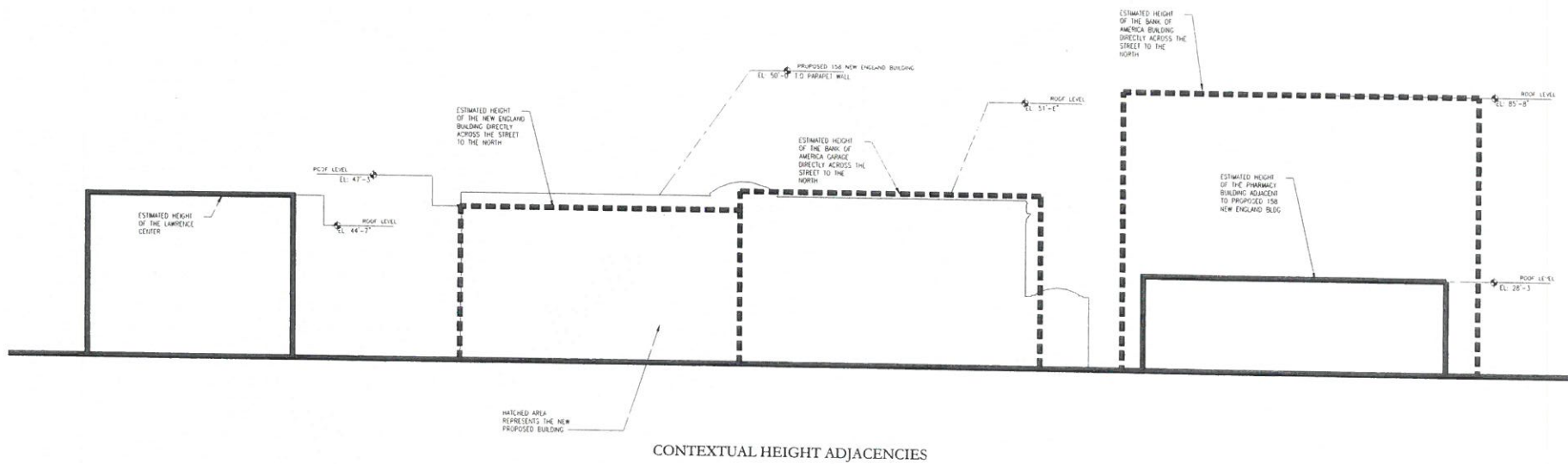
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ZONING DIAGRAM
NORTH EXTERIOR ELEVATION
SCALE: NTS
PRIMARY STREET FRONTAGE

Zoning Section Diagram (Building Heights)

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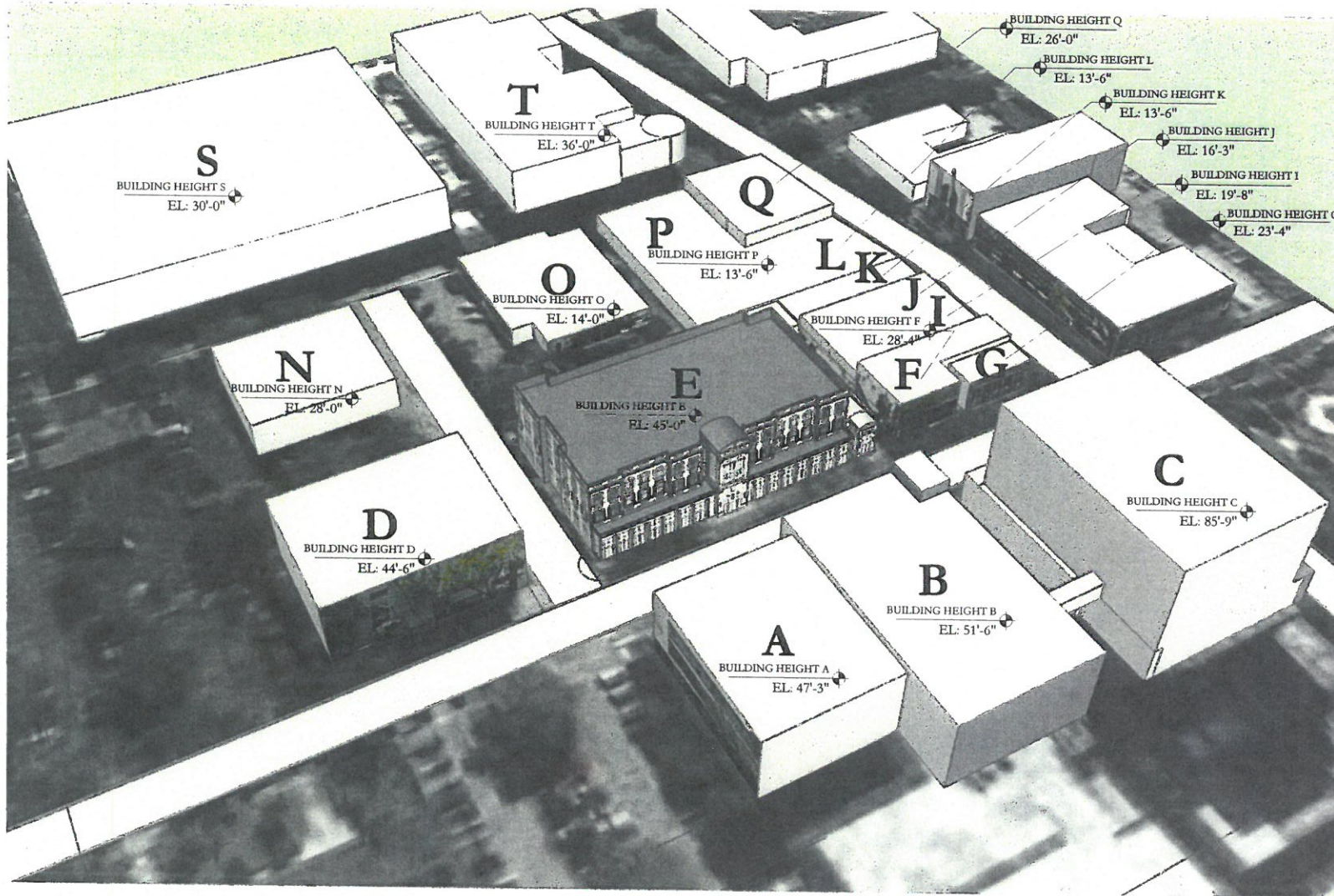
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- A. NEW ENGLAND BUILDING
- B. BANK OF AMERICA GARAGE
- C. BANK OF AMERICA
- D. LAWRENCE CENTER
- E. 158 EAST NEW ENGLAND
- F. HAAGEN DAZS/TAYLOR PHARMACY
- G. PETER BROOKE CHOCOLATE BUILDING
- I. 310 PARK NORTH BUILDING
- J. 310 PARK SOUTH BUILDING
- K. BLU
- L. ALEX AND ANI
- N. HAMILTON HOLT SCHOOL OFFICES
- O. PROFESSIONAL OFFICES
- P. PARK AVENUE PIZZA
- Q. THREAD
- S. SUNTRUST BANK BUILDING
- T. THE ALFOND INN
- V. THE RESIDENCES

AXONOMETRIC CONTEXTUAL ZONING DIAGRAM
SCALE: NTS

Axonometric Contextual Zoning Diagram

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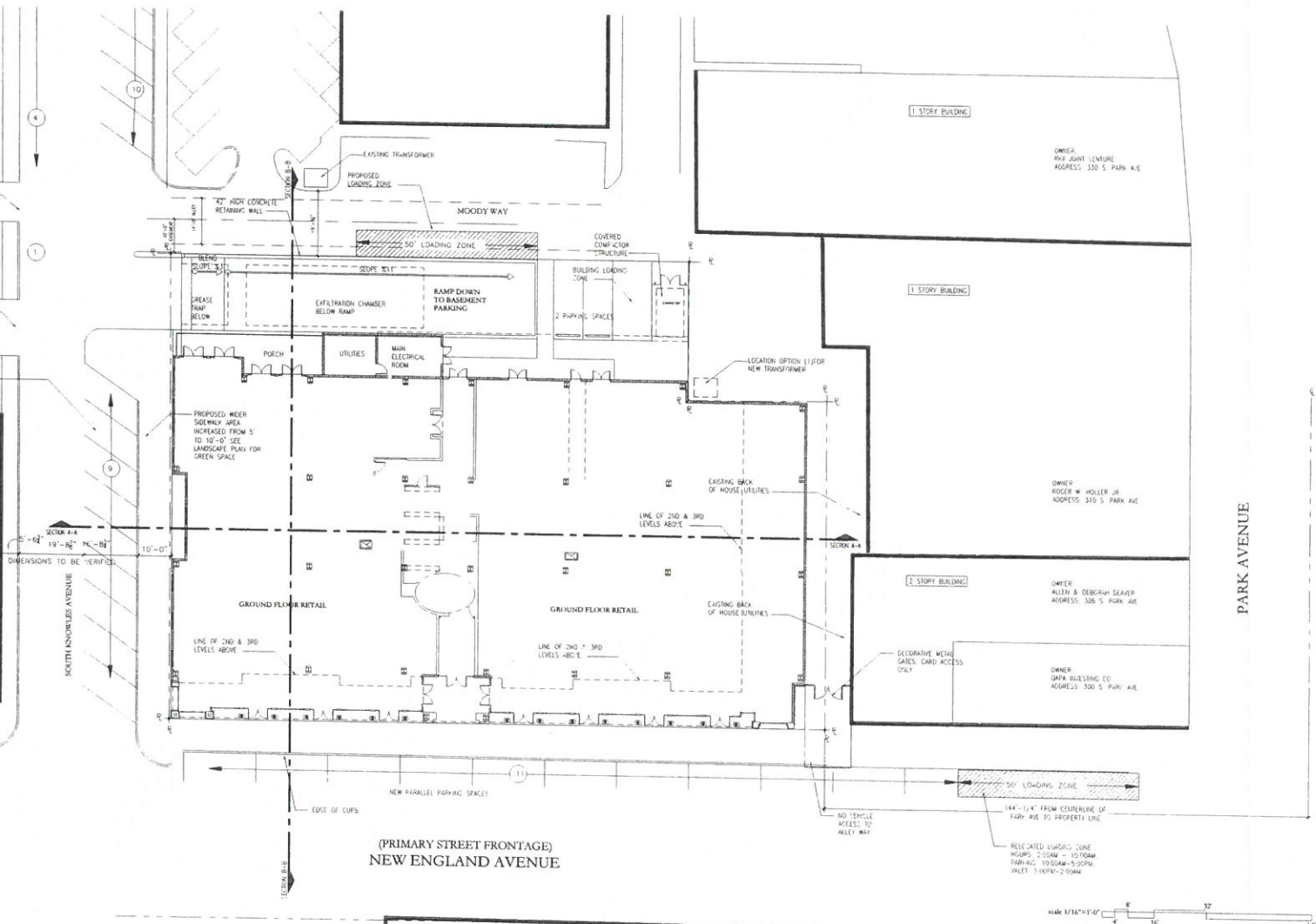
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- PROPOSED STREET MODIFICATION:**
- MODIFY ANGLE PARKING ON THE WEST SIDE OF THE STREET
 - INCREASED THE WEST SIDEWALK ALONG THE BUILDING FROM 5' TO 10'
 - REMOVED ANGLE PARKING ALONG EAST SIDE OF STREET

OWNER: LANDSCAPE CENTER, LLC
CH. BAY
ADDRESS: 200 NEW ENGLAND AVE
4 STORY BUILDING

EXISTING STREET PARKING COUNT	
ANGLED PARKING SPACES @ (19'x20')	= 22
PARALLEL PARKING SPACES @ (19'x22')	= 14
TOTAL EXISTING STREET PARKING	= 36
STREET PARKING CRITERIA	
ANGLED PARKING SPACES @ (19'x20')	= 19
PARALLEL PARKING SPACES @ (19'x22')	= 16
TOTAL STREET PARKING SPACES	= 35
ADDITIONAL 2 SPACES DURING NON-LOADING HOURS	= 2
GRAND TOTAL PARKING SPACES	= 37

CONTEXT SITE PLAN
SCALE: 1/16"=1'-0"



Architectural Site Plan

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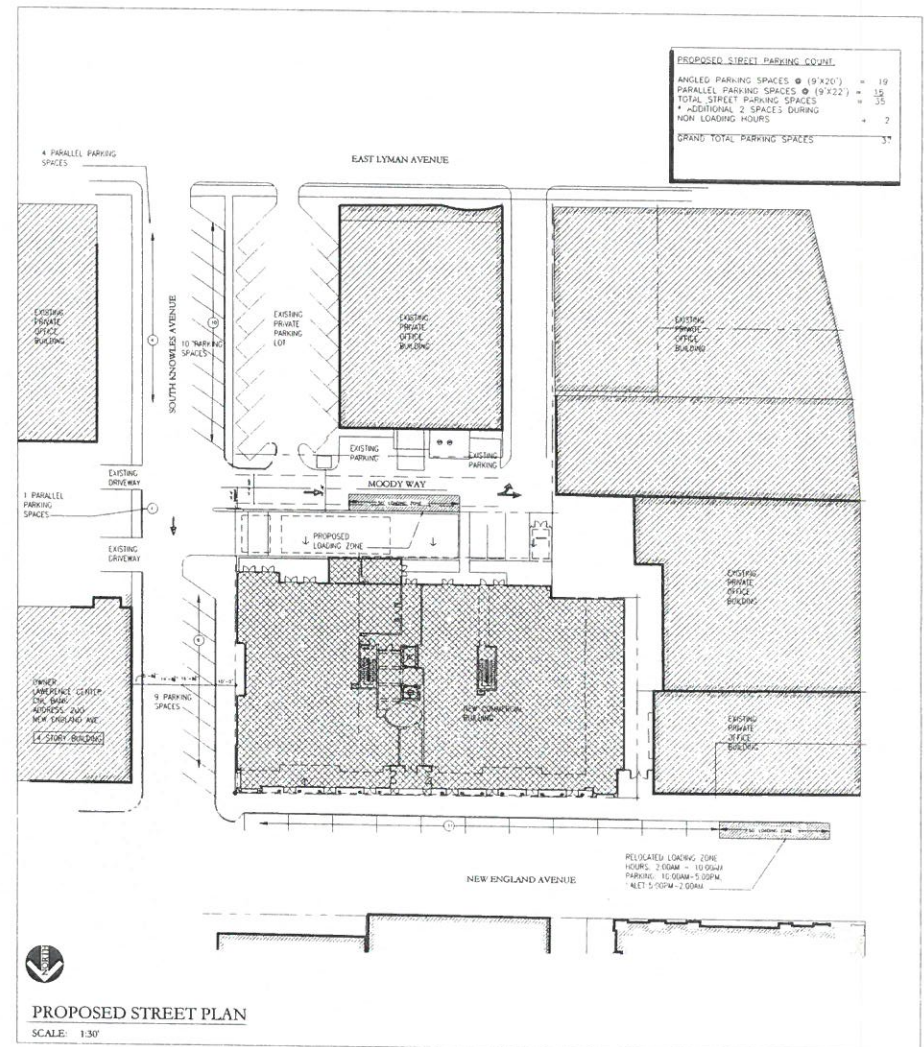
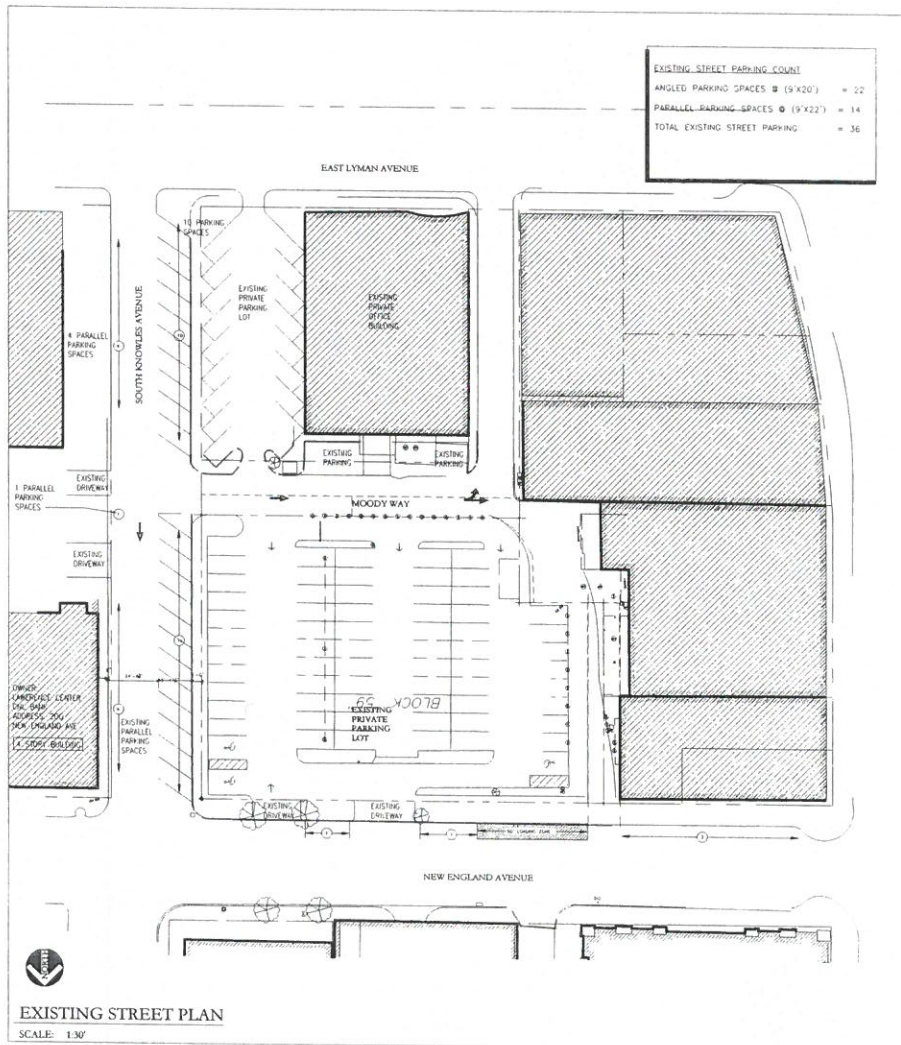
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EXISTING AND PROPOSED STREET PLAN

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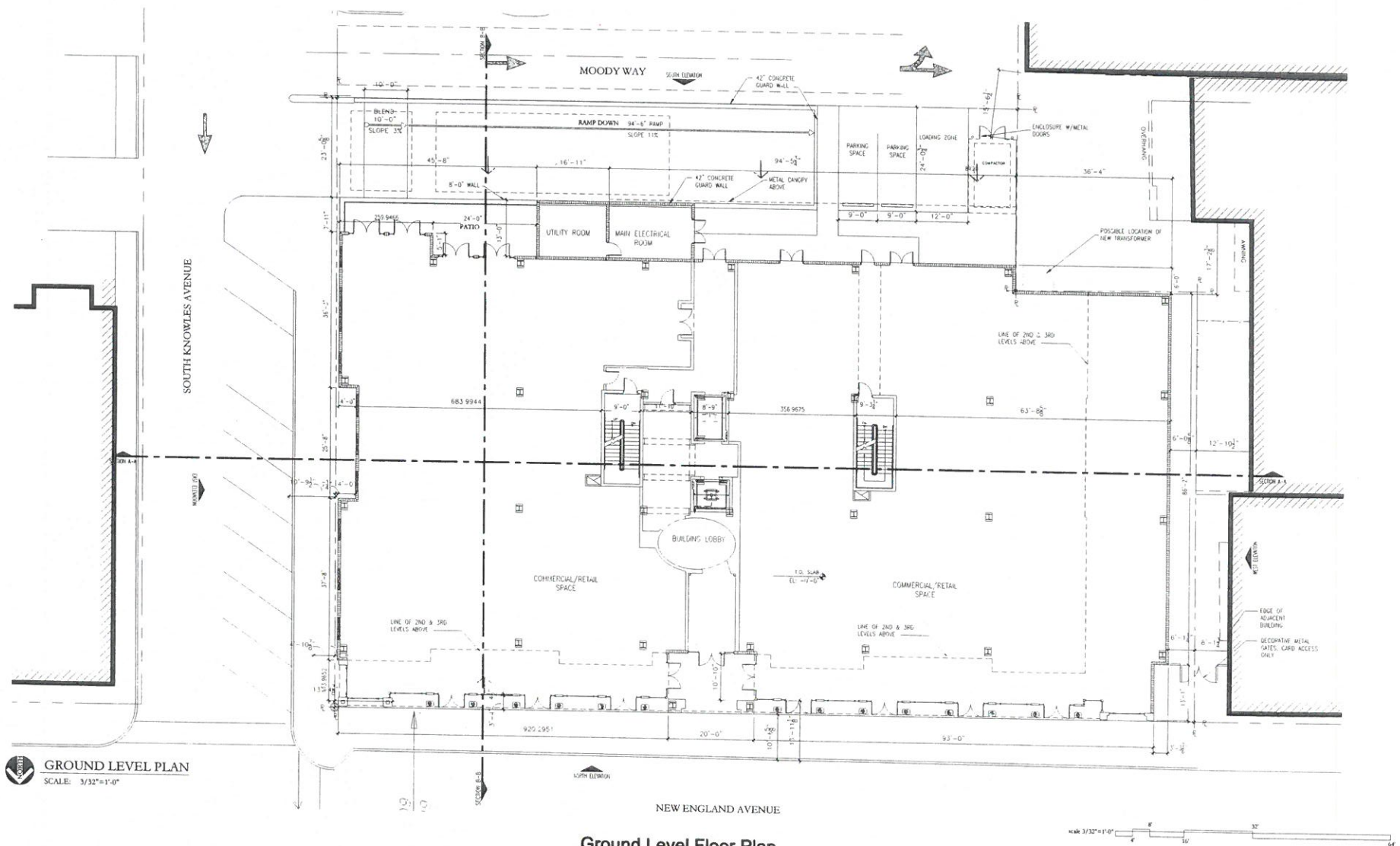
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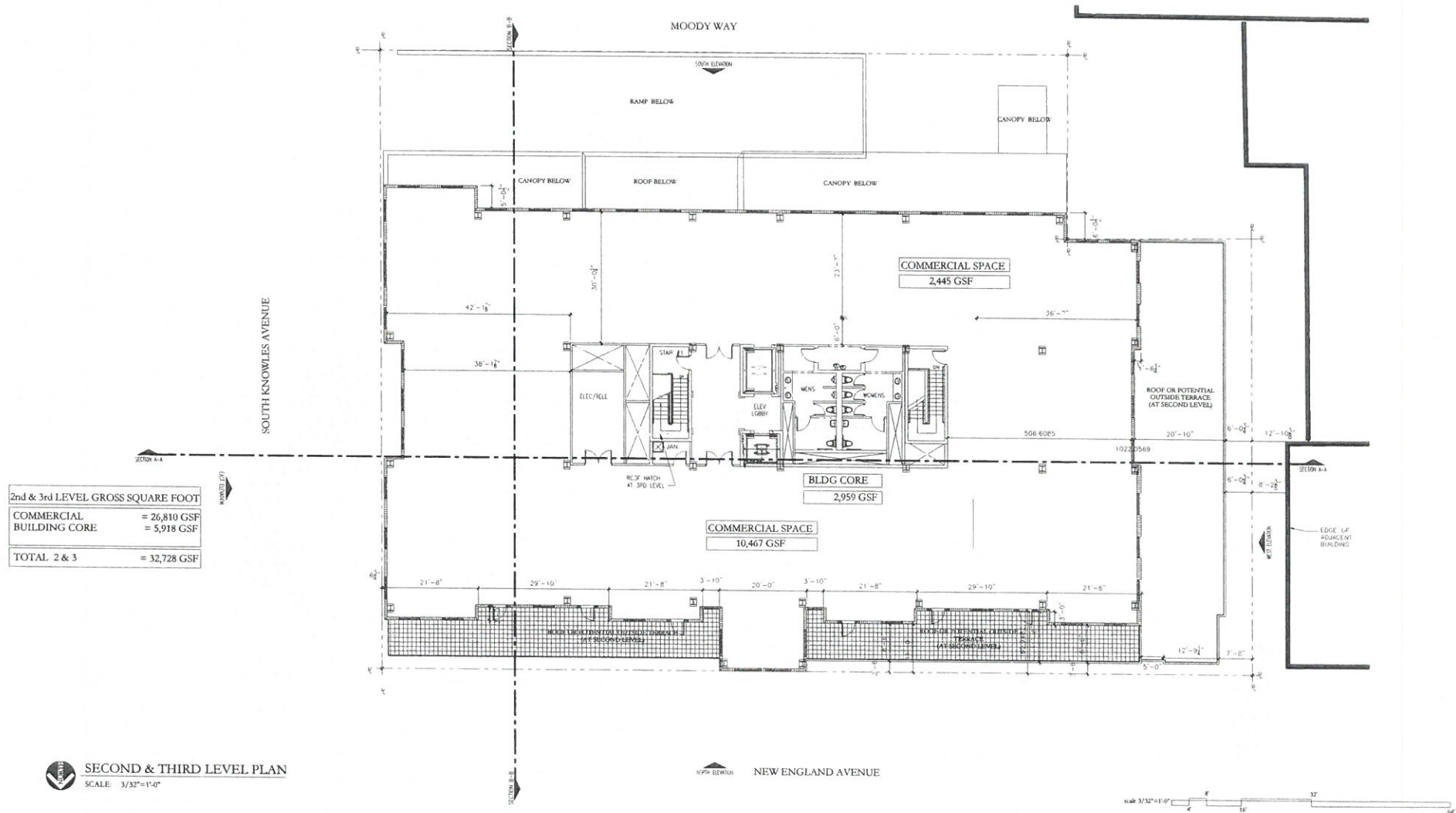
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2nd & 3rd Level Plan

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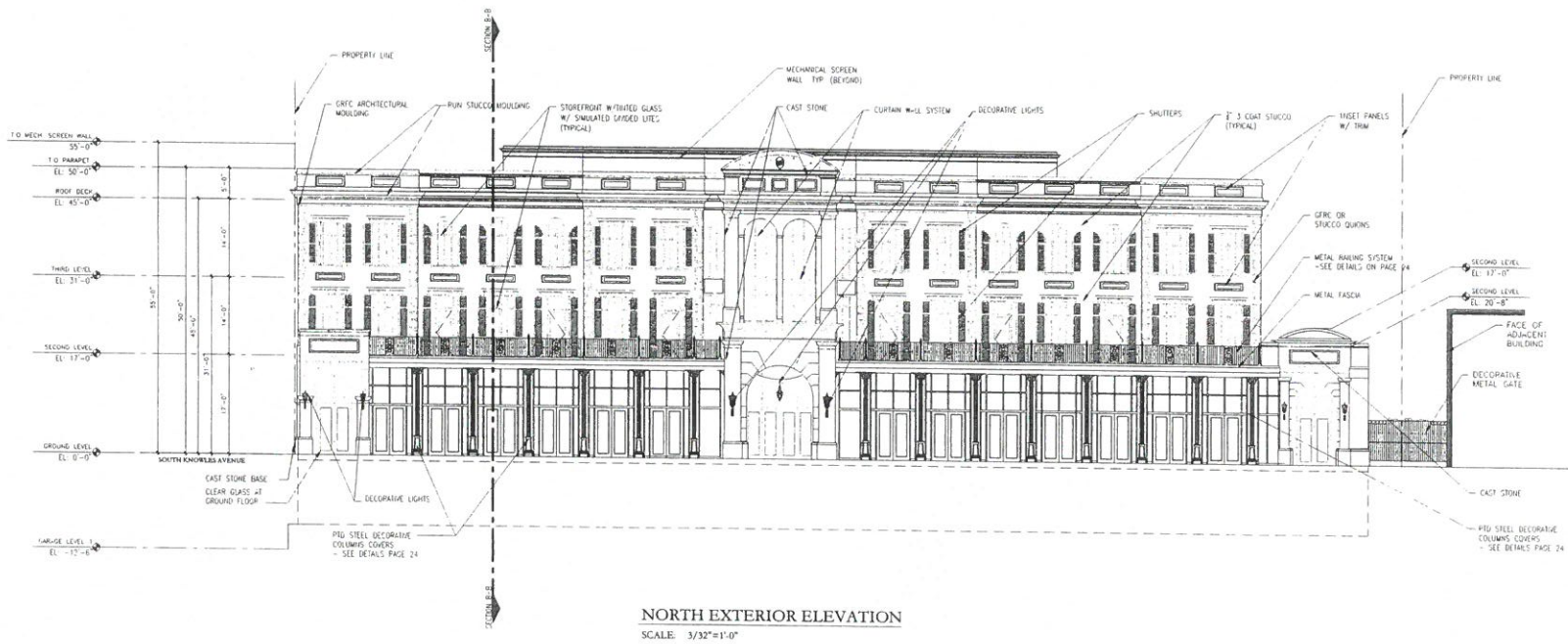
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North Elevation
New England Ave.



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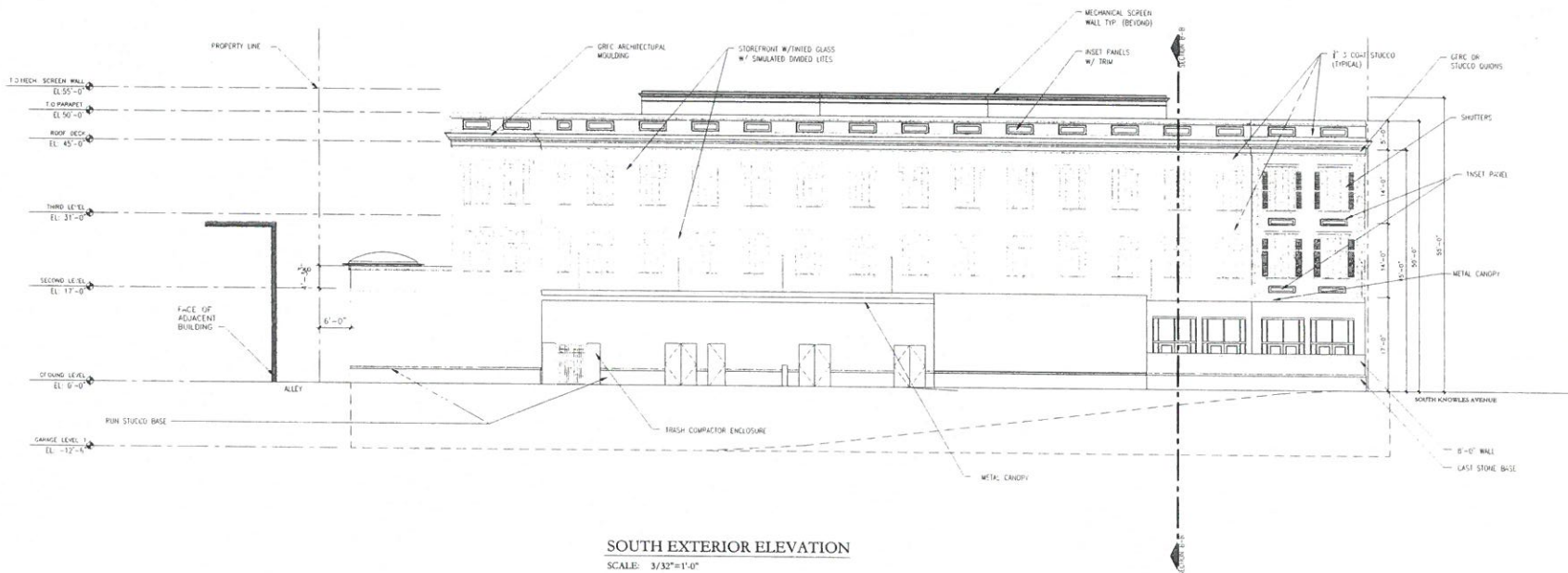
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South Elevation
Moody Way



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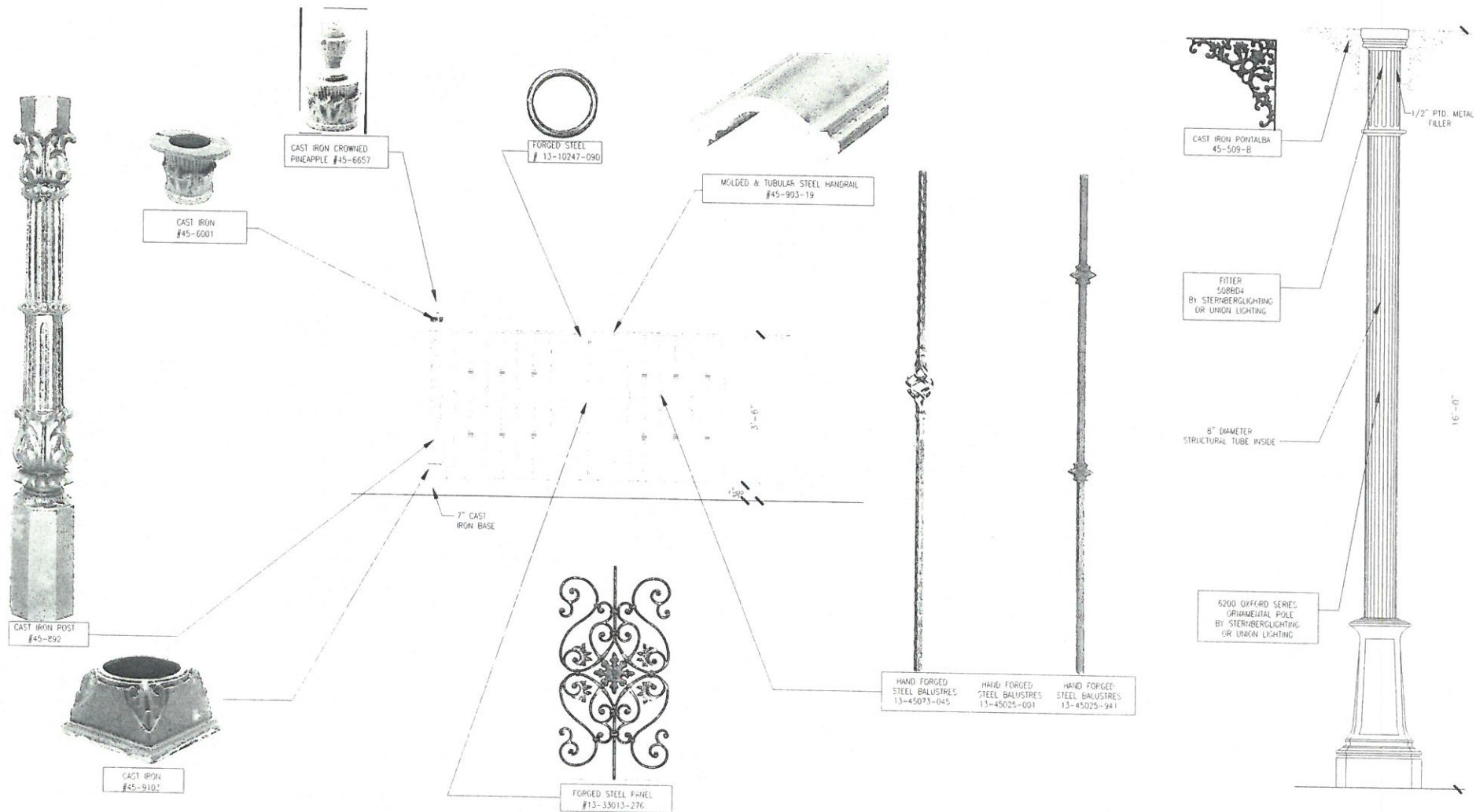
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Building Details

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Knowles Ave.

Alley

 NORTH ELEVATION
SCALE: NTS

Rendered North Elevation
East New England Ave.

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Moody Ln.

Ramp to Garage

E. New England Ave.



EAST ELEVATION

SCALE: NTS

Rendered East Elevation
Knowles Ave.

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View Looking West From First Congregational Church Parking Lot
Knowles Ave.

Perspective Rendering Looking West

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View Looking East From Park Ave.
(Rose Garden In Central Park)
Perspective Rendering Looking East

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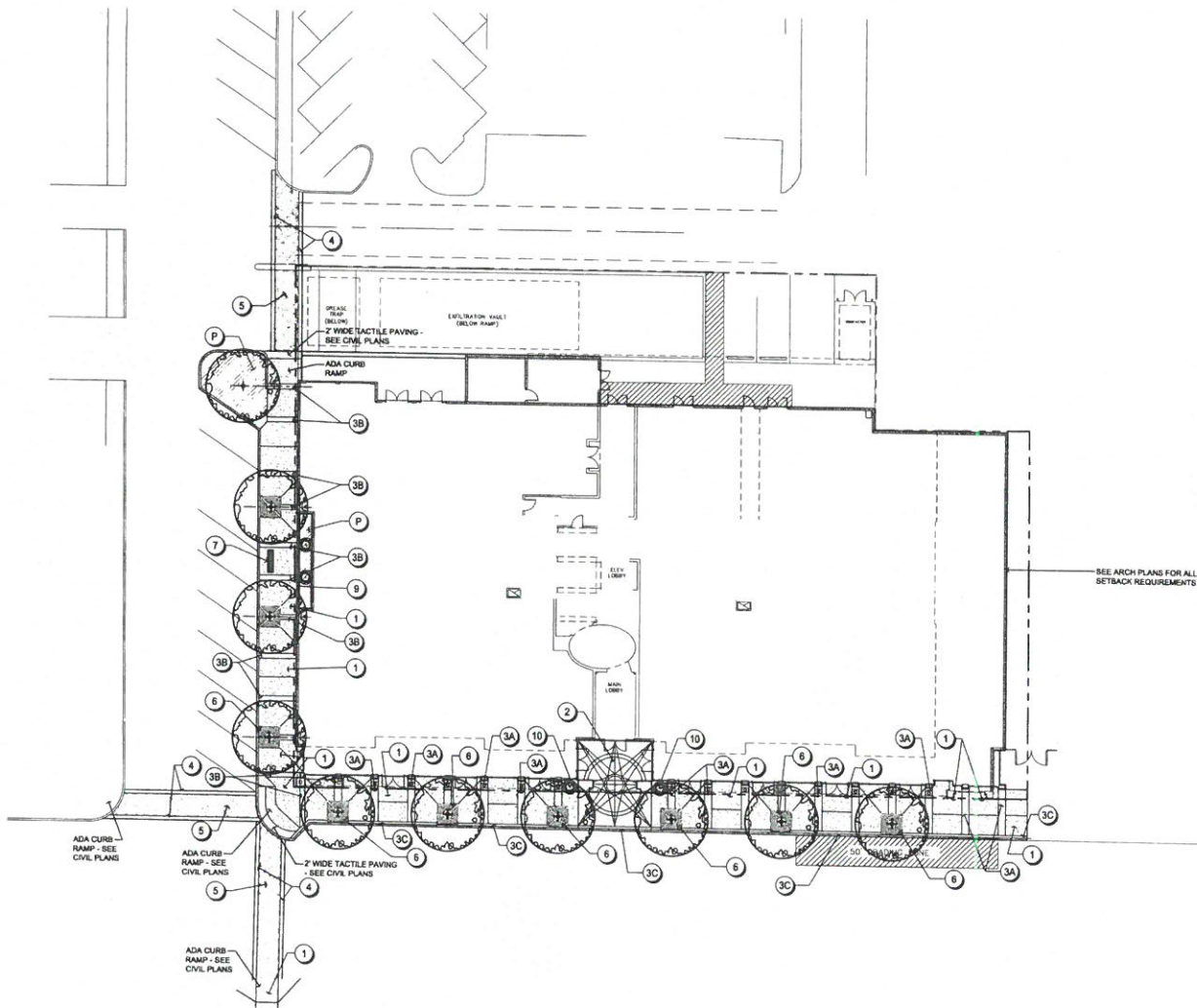
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- KEY HARDSCAPE SCHEDULE**
- 1 NATURAL GRAY CONCRETE PAVING WITH 3" TROWEL "PICTURE FRAME" AROUND LIGHT BROOM FINISH PANEL
 - 2 DECORATIVE CONCRETE PAVING "ENTRY CARPET" SCOFFED INTEGRAL COLOR, 5 COLOR DESIGN - SEE DETAIL
 - 3A 24" WIDE BRICK PAVEMENT, CITY STANDARD BRICK, OVER 4" CONCRETE SLAB, SEE DETAIL
 - 3B 18" WIDE BRICK PAVEMENT, CITY STANDARD BRICK, OVER 4" CONCRETE SLAB, SEE DETAIL
 - 4 6" WIDE BRICK PAVEMENT, SOLDIER COURSE, CITY STANDARD BRICK, OVER 4" CONCRETE SLAB, SEE DETAIL
 - 5 12" WIDE CONCRETE BAND, NATURAL GRAY REINFORCED CONCRETE, 8" THK x 12" WIDE, SPONGE FLOAT FINISH, SEE DETAIL
 - 6 BRICK PAVEMENT CROSSWALK, CITY OF WINTER PARK STANDARD, REINFORCING PATTERN OVER COMPACTED ROADWAY BASE, SEE CIVIL PLANS FOR BASE INFO
 - 7 6" x 6" SQUARE TREE GRATE, CAST IRON, ADA STYLE, ADA COMPLIANT, BY RICHMOND
 - 8 6" BACHLESS BENCH, MODEL 495-60 BY DU MOK, BLACK POWDER COAT FINISH, SURFACE MOUNT - SEE DETAIL
 - 9 BIKE RACK, INVERTED "I" STYLE, BY DU MOK OR APPROVED EQUAL, BIKE RACKS TO BE INSTALLED INSIDE GARAGE, SEE ARCHITECTURAL PLANS FOR LOCATIONS (NOT SHOWN ON LANDSCAPE PLANS) SEE DETAIL
 - 10 18" HGT. x 8" WIDE x 28" RAISED PLANTER WALL WITH PRECAST CAP, INSTALL CUSTOM 18" x 28" RAISING CENTER OF WALL, CORE DRILL AND GROUT IN PLACE STYLE TO MATCH BALCONY RAILS, SEE ARCHITECTURAL DETAILS FOR RAILING DESIGN, WATERPROOFING ON ALL BLDG. WALLS AT PLANTER LOCATION, SEE DETAILS
 - 11 DECORATIVE PLANTER POT BY DU MOK, MONTGOMERY, DRESDEN ROUND, 30" DIA. x 30" HGT., CONCRETE, LIGHT SANDBLAST FINISH - SEE DETAIL
 - 12 PLANTING AREA
- KEY HARDSCAPE SYMBOLS LEGEND**
- EXPANSION / CONTROL JOINT
- KEY FURNISHING SYMBOLS LEGEND**
- 6" x 6" SQUARE TREE GRATE
- 30" DIA. PLANTER POT
- 6" BENCH
- BIKE RACK, INVERTED "I" STYLE
- KEY LANDSCAPE SYMBOLS LEGEND**
- CANOPY / SHADE TREE
QUERCUS VIRGINIANA "CATHEDRAL"
CATHEDRAL LIVE OAK
16-18" HGT. x 7-8" SPREAD, 8" C.T., 4" CAL. MIN. / CONTAINER GROWN, FLORIDA #1 OR BETTER QUALITY
- ACCENT PLANT
15 GAL. CONTAINER - TO BE SELECTED FROM PLANT LIST
- SHRUBS AND GROUNDCOVERS
1 & 3 GAL. CONTAINERS - TO BE SELECTED FROM FLORIDA FRIENDLY PLANT LIST (www.burkleyarbor.org)
- NOTE:**
A FULLY AUTOMATIC IN-GROUND IRRIGATION SYSTEM WILL BE DESIGNED FOR THE PROJECT AND PROVIDE 100% HEAD TO HEAD COVERAGE. IRRIGATION SYSTEM TO BE INSTALLED PER DIVISION 1 OF CITY IRRIGATION CODE. A RAIN SENSOR WILL BE INSTALLED PER FLORIDA STATUTE.

Conceptual Landscape Plan

158 East New England Ave. - Planning and Zoning Submission Package

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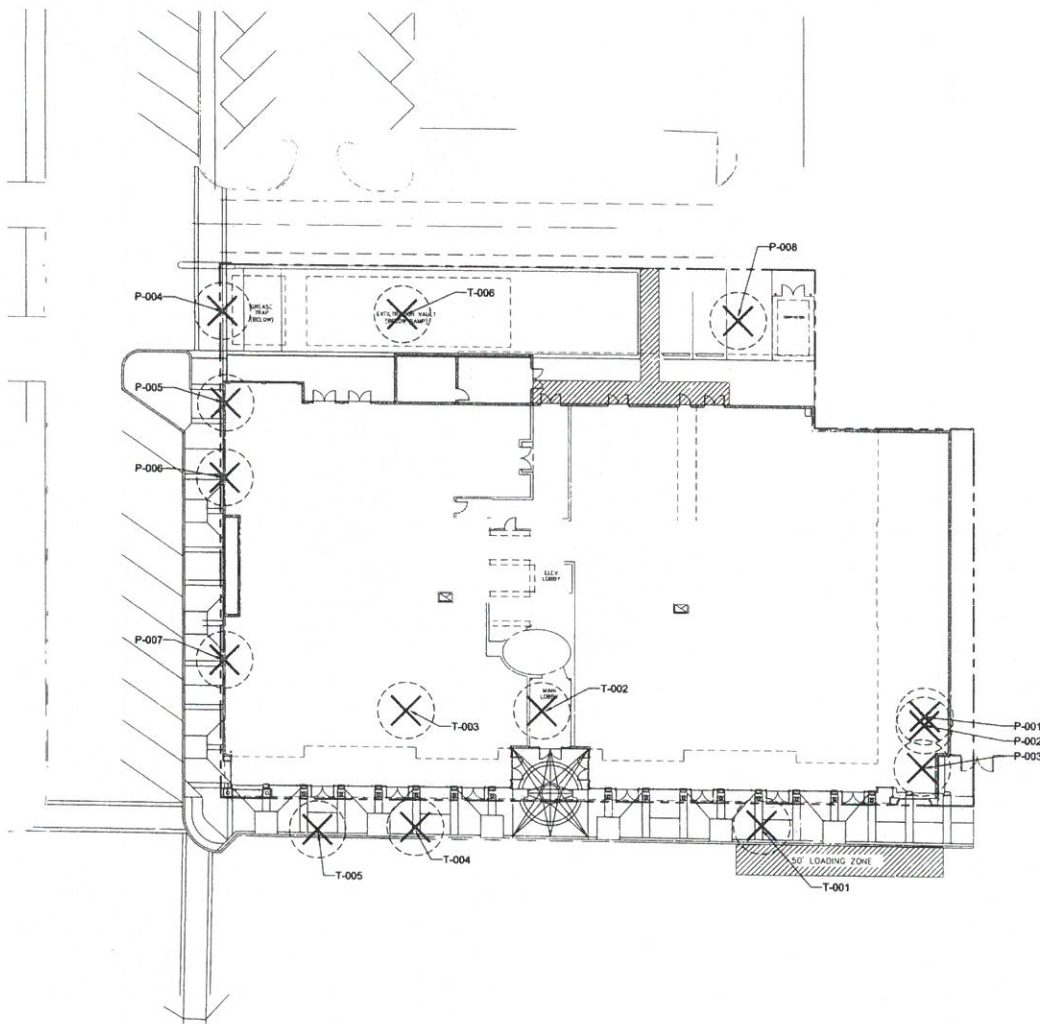
Landscape Architect:
Eric N. Buck
FL License #: 6667176

SCALE: 1"=16'-0"



September 7, 2016

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Tree Management Plan

TREE DISPOSITION CHART

TREE #1: Quercus virginiana 36" DBH 40' Hgt. 30' Sprd. Condition: Fair-Poor Disposition: Remove Comments: high canopy tree, minimal canopy foliage, signs of dieback	Live Oak
TREE #2: Quercus virginiana 8" DBH 20' Hgt. 18' Sprd. Condition: Fair Disposition: Remove Comments: none	Live Oak
TREE #3: Quercus virginiana 12" DBH 25' Hgt. 25' Sprd. Condition: Good Disposition: Remove Comments: none	Live Oak
TREE #4: Podocarpus macrophyllus 14" DBH 22' Hgt. 10' Sprd. Condition: Poor Disposition: Remove Comments: deteriorated, dieback in canopy, power lines	Podocarpus
TREE #5: Podocarpus macrophyllus 14" DBH 18' Hgt. 10' Sprd. Condition: Poor Disposition: Remove Comments: declining health, power lines running through canopy	Podocarpus
TREE #6: Quercus virginiana 10" DBH 20' Hgt. 16' Sprd. Condition: Poor Disposition: Remove Comments: deteriorated, showing dieback on outer limbs	Live Oak

TREE REPLACEMENT CHART

TREE #	DBH	REPLACEMENT REQ.
TREE 1 Quercus virginiana	36"	2 trees
TREE 2 Quercus virginiana	8"	1 tree
TREE 3 Quercus virginiana	12"	1 tree
TREE 4 Podocarpus macrophyllus	14"	1 tree
TREE 5 Podocarpus macrophyllus	14"	1 tree
TREE 6 Quercus virginiana	10"	1 tree

* Will require a minimum of 2 replacement tree species to be used.

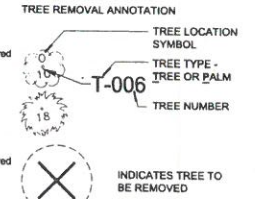
NOTES:

1. No single replacement shade tree shall have a caliper of less than three inches. No single replacement understorey tree, if approved, shall have a caliper of less than two inches.
2. If understorey trees are approved as replacement, the caliper inches required shall be double that required when using approved shade trees.
3. Refer to landscape plans for replacement and/or code required trees.

PALM DISPOSITION CHART

PALM #1: Sabal palmetto 7" DBH 8' Hgt. 8' Sprd. Condition: Fair Disposition: Remove Comments: N/A - no permit or replacement required	Sabal Palm
PALM #2: Sabal palmetto 10" DBH 12' Hgt. 8' Sprd. Condition: Fair Disposition: Remove Comments: N/A - no permit or replacement required	Sabal Palm
PALM #3: Sabal palmetto 8" DBH 12' Hgt. 8' Sprd. Condition: Fair Disposition: Remove Comments: N/A - no permit or replacement required	Sabal Palm
PALM #4: Sabal palmetto 8" DBH 18' Hgt. 8' Sprd. Condition: Fair Disposition: Remove Comments: N/A - no permit or replacement required	Sabal Palm
PALM #5: Sabal palmetto 7" DBH 18' Hgt. 8' Sprd. Condition: Fair Disposition: Remove Comments: N/A - no permit or replacement required	Sabal Palm
PALM #6: Sabal palmetto 7" DBH 18' Hgt. 8' Sprd. Condition: Fair Disposition: Remove Comments: N/A - no permit or replacement required	Sabal Palm
PALM #7: Sabal palmetto 7" DBH 18' Hgt. 8' Sprd. Condition: Fair Disposition: Remove Comments: N/A - no permit or replacement required	Sabal Palm
PALM #8: Sabal palmetto 9" DBH 8' Hgt. 8' Sprd. Condition: Fair Disposition: Remove Comments: N/A - no permit or replacement required	Sabal Palm

TREE REMOVAL LEGEND



Stantec
Landscape Architect:
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FL License #: 6667176

SCALE: 1"=16'-0"



158 East New England Ave. Planning and Zoning Submission Package

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WINTER PARK, FL
AUGUST 31, 2016

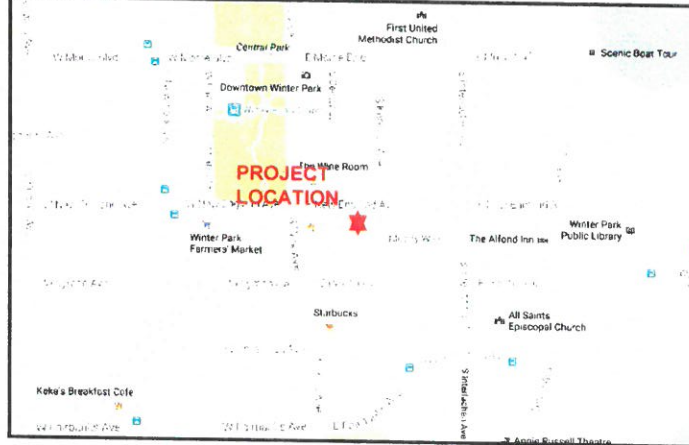
LEGAL DESCRIPTION

TRACT 4:

A portion of Lots 9, 10, 11 and 12, Block 59, REVISED MAP OF THE TOWN OF WINTER PARK, according to the plat thereof as recorded in Plat Book A, Pages 67 to 72, inclusive, Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Northeast corner of said Lot 9; run thence South 00°05'10" West along the East line of said Lot 9, a distance of 142.00 feet; thence West along a line 3.00 feet North of and parallel to the South line of said Lot 9, 10 and 11, a distance of 128.00 feet to a point on the West line of said Lot 11; thence North 00°05'10" East, along said West line, a distance of 42.00 feet; thence West, a distance of 42.00 feet to a point on the West line of said Lot 12; thence North 00°05'10" East, along the West line of said Lot 12, a distance of 100.00 feet to the Northwest corner of said Lot 12; thence East along the North line of said Lot 9, 10, 11 and 12, a distance of 200.00 feet to the Point of Beginning.

LOCATION MAP:



Sheet List Table

Sheet Number	Sheet Title
C-000	Cover Sheet
V-100	Project Survey - Boundary
C-100	Demolition Plan
C-200	Site & Geometry Plan
C-201	Turning Plan
C-202	Turning Plan
C-300	Grading & Drainage Plan
C-400	Utility Plan

OWNERS:

BATTAGLIA GROUP
221 SOUTH KNOWLES AVENUE
WINTER PARK, FL 32789

AVCON PROJECT NO.
DATE

2016.099.01
08/31/2016

REVISIONS

NO.	DATE	DESCRIPTION	SHEETS



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CORPORATE CERTIFICATE OF AUTHORIZATION NO. 3057
WWW.AVCONINC.COM

ENGINEER OF RECORD:

MIKE KERNS
FL P.E. #70599

PROJECT TEAM:

ARCHITECT

ZYSCOVICH ARCHITECTS
941 WEST MORSE BLVD., SUITE 135
WINTER PARK, FL 32789
(407) 674-1959

CIVIL ENGINEER

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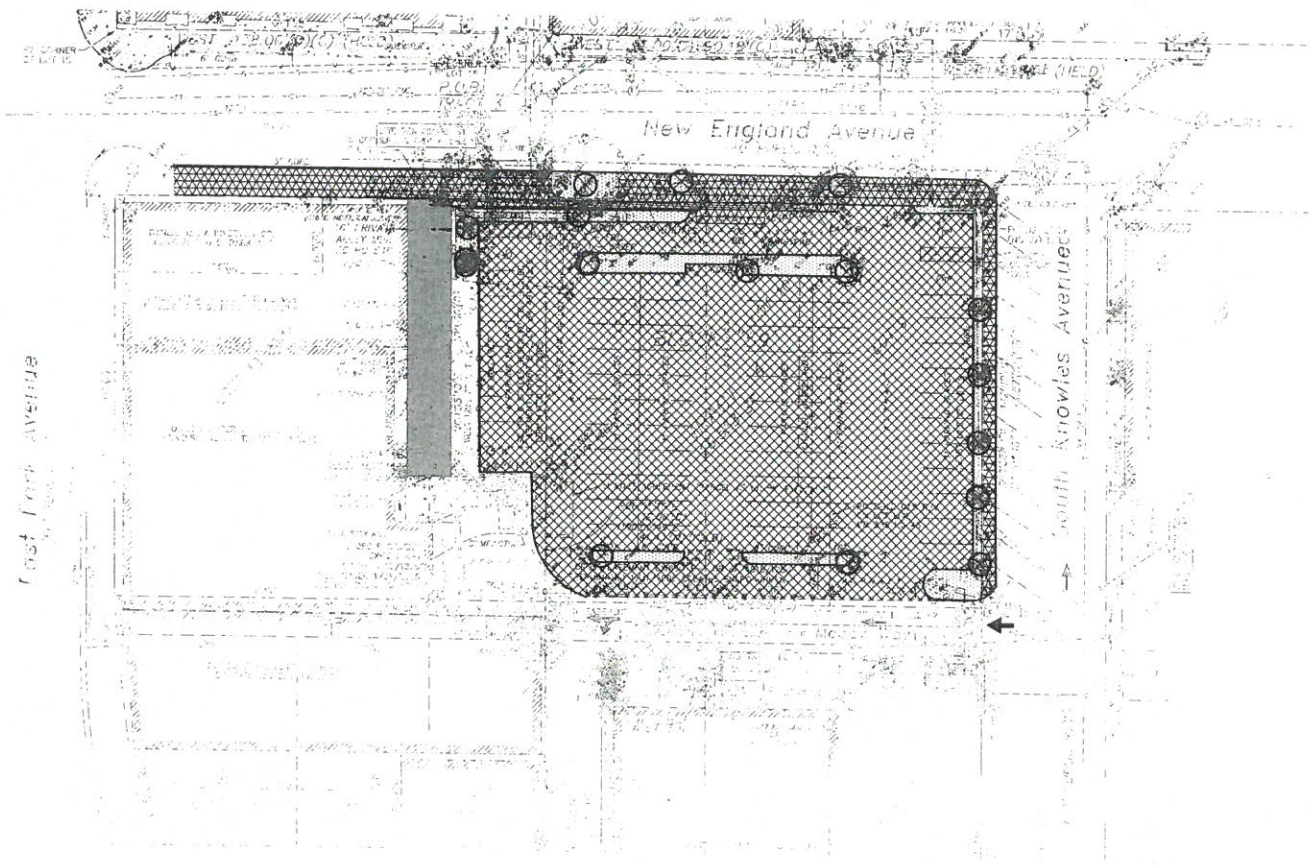
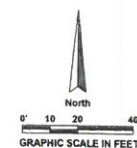
SURVEYOR

GAI CONSULTANTS
618 EAST SOUTH STREET
ORLANDO, FL 32801
(407) 423-8398

LANDSCAPE ARCHITECT

STANTEC
300 PRIMERA BLVD., SUITE 300
LAKE MARY, FL 32746-2145

C-000



LEGEND:

- FOOT TYPE II SILT FENCE
- TREE TO BE REMOVED
- CONSTRUCTION ENTRANCE
- TREE PROTECTION BARRIER
- CONCRETE TO BE REMOVED
- CURB TO BE REMOVED
- ASPHALT PAVEMENT SECTION TO BE REMOVED. NOTE THAT EXISTING BASE MATERIAL IS SOIL CEMENT
- LIMITS OF CLEARING & GRUBBING



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WME KENNEL, P.E.
 P.E. #1598

158 East New England Ave. - Planning and Zoning Submission Package **Winter Park, FL**

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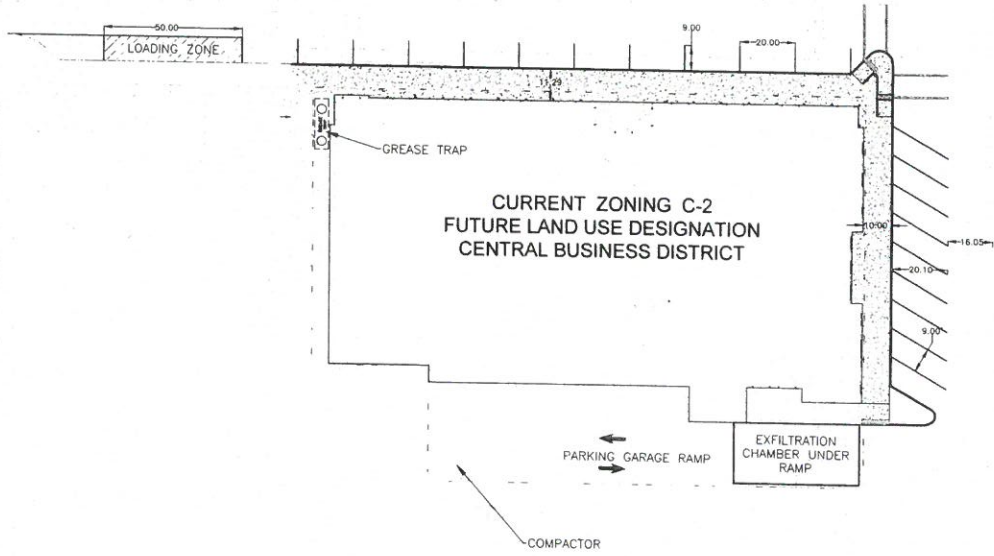
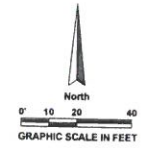
ZYSCOVICH
ARCHITECTS
 Architect of Record

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 1 407 674 1959
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DEMOLITION PLAN

August 31, 2016

C-100



ZONING METRICS	
CURRENT USE	- PARKING LOT
CURRENT ZONING	- C-2 - COMMERCIAL DISTRICT
FUTURE LAND USE DESIGNATION	- CENTRAL BUSINESS DISTRICT
PROPOSED USE	- COMMERCIAL - GROUND FLOOR RETAIL - OFFICE
PROPOSED ZONING	- OUTSIDE CORRECTOR
FLOOR AREA RATIO	- F.A.R.
F.A.R. 5:1.00	
GROSS BUILDING AREA	52,601 SQ. FT.
LOT AREA	26,333 SQ. FT.
	= 1.96 FAR
MINIMUM LOT SIZE	NONE
DATE	1/6/11
STREET FRONT SETBACK	0' 6' 3'-4" 11' 6' 14'-1"
REAR YARD SETBACK	10'
SIDE YARD SETBACK	0' 6'-1" 25'-4"
BUILDING HEIGHT	- 2 STORIES - 45' 0" HIGH
	- 3 STORIES - COMMERCIAL USE
MINIMUM HEIGHT REQ.	- 2 TO 3 STORY ZONE
REMARKS: REQUIRED FOR BUILDINGS GREATER THAN 2 STORIES. BASED UPON THE BUILDING FOOTPRINT AS SHOWN ON THE SITE PLAN. LAND SURVEILLANCE DATA: SURVEY DATA, COMPASS, PHOTO, VIDEO, AND ALL 2000 IN. HORIZONTAL, VERTICAL, AND 1/4" = 1' SCALE.	
TOTAL GROSS SQUARE FOOT 1ST FLOOR = 10,000 GSF 2ND FLOOR = 10,304 GSF 3RD FLOOR = 10,304 GSF TOTAL = 30,608 GSF ALLOWED = 53,106 GSF UNDER = 505 GSF	



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MADE REVISION P.L.
 P.L.P. #1008

158 East New England Ave. Planning and Zoning Submission Package Winter Park, FL

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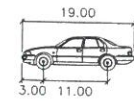
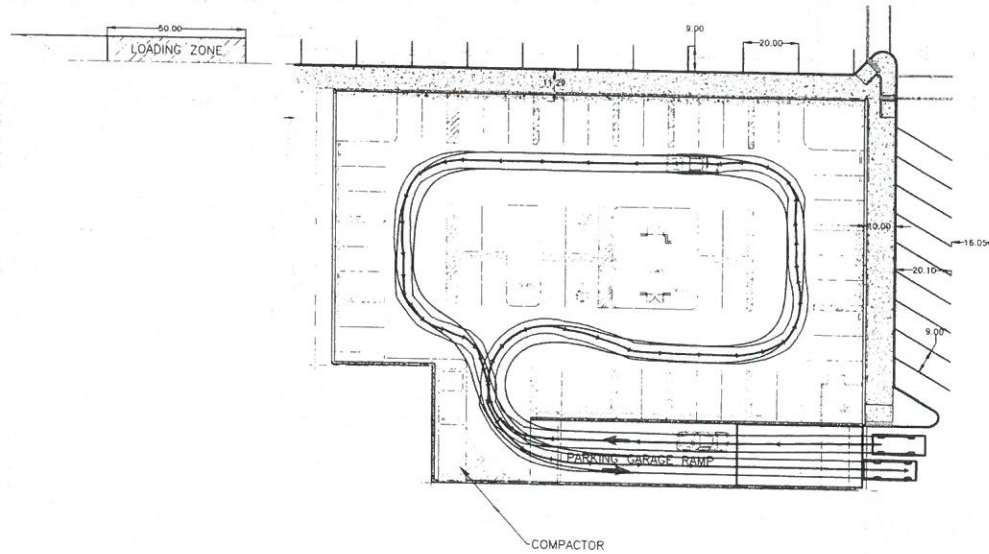
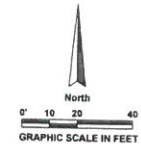
Battaglia Group
 221 South Knowles Avenue
 Winter Park, FL 32789

ZYSCOVICH ARCHITECTS
 Architect of Record

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SITE & GEOMETRY PLAN

August 31, 2016
C-200



LARGE CAR	feet
Width	: 7.00
Track	: 6.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.6



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MADE WITH P.E.
P.L.P. #1008

158 East New England Ave.-Planning and Zoning Submission Package

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Winter Park, FL

ZYSCOVICH
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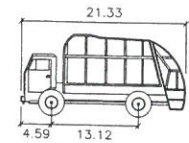
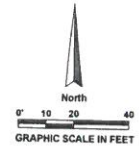
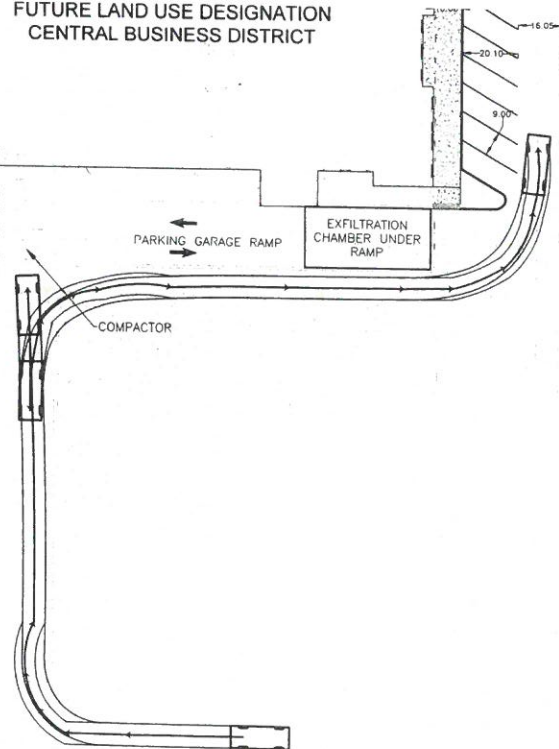
541 West Morse Blvd Ste 135
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TURNING PLAN

August 31, 2016

C-201

FUTURE LAND USE DESIGNATION
CENTRAL BUSINESS DISTRICT



GARBAGE TRUCK feet
Width : 8.04
Track : 8.04
Lock to Lock Time : 6.0
Steering Angle : 28.0



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DATE REVISION
FL P.E. FIRM

158 East New England Ave. Planning and Zoning Submission Package

Winter Park, FL

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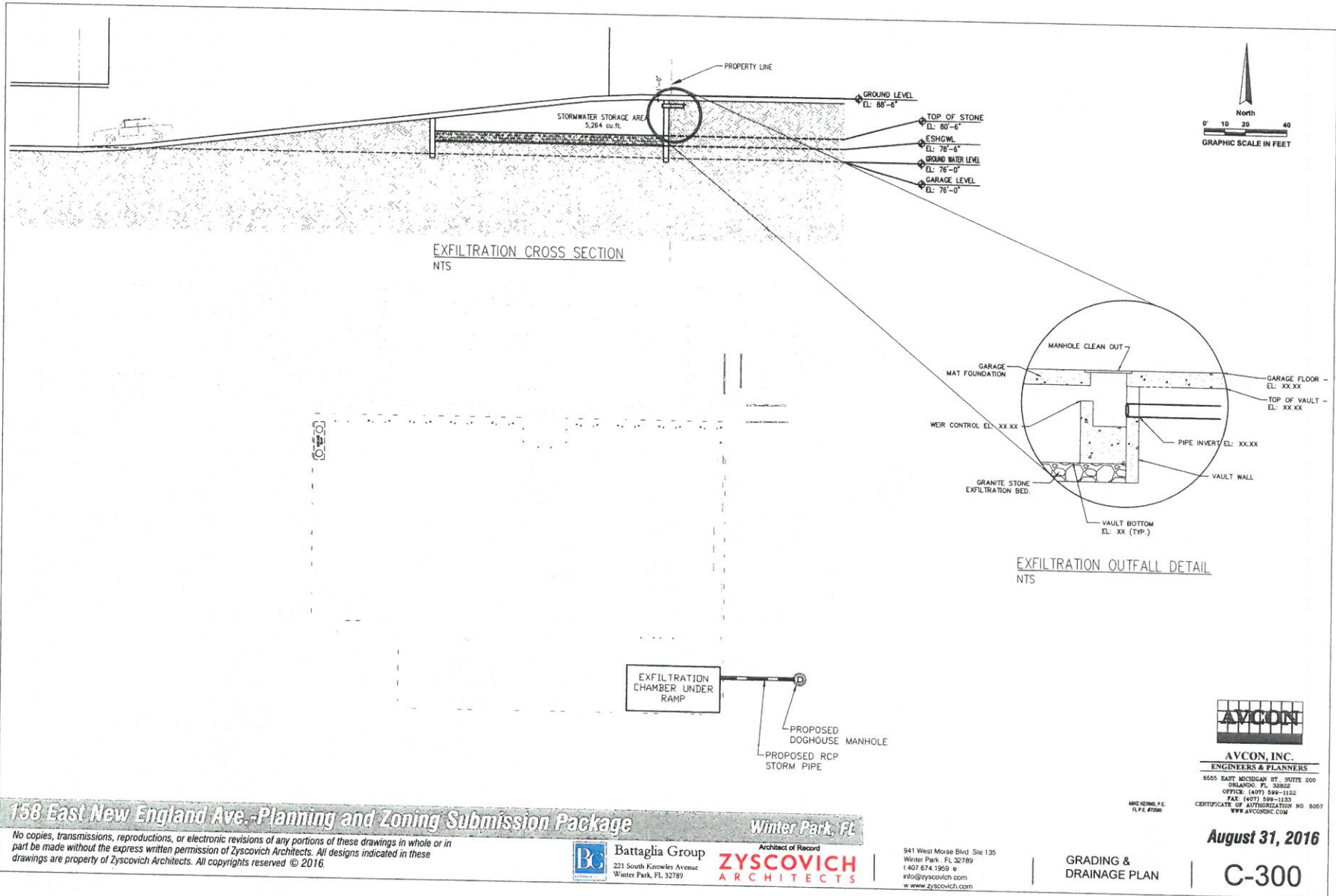
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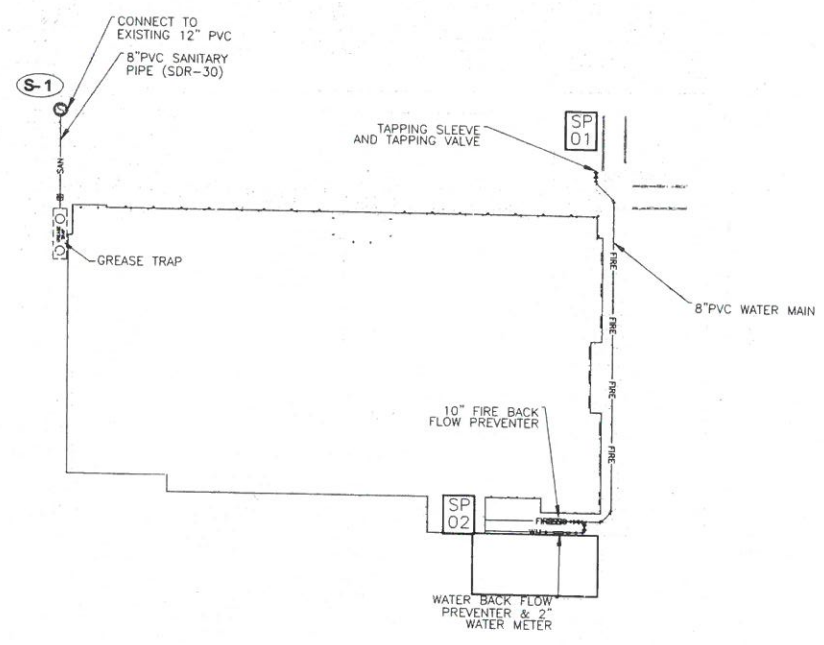
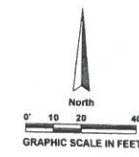
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TURNING PLAN

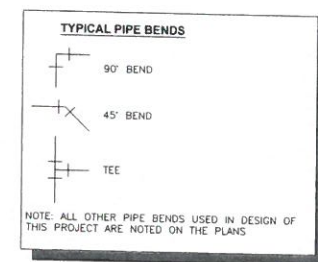
August 31, 2016

C-202





LEGEND	
	WATER LINE
	SANITARY LINE
	FIRE LINE
	FIRE HYDRANT ASSEMBLY
	GATE VALVE
	CROSSING NUMBER
	SANITARY MANHOLE
	SAMPLE POINT (TOTAL OF XX)
	SANITARY MANHOLE NUMBER
	BT SAMPLE POINT



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MINI KEYING P.E.
FL P.E. #1008

August 31, 2016

C-400

158 East New England Ave. Planning and Zoning Submission Package Winter Park, FL

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UTILITY PLAN

158 New England Avenue Property Re-Development Conditional Use Traffic Analysis																			
ITE Code - Description	Units	ITE Vehicle Trip Generation Rates (peak hours are for peak hour of adjacent street traffic unless highlighted)								Expected Units	Total Generated Trips			Total Distribution of Generated Trips					
		Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out		Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
Existing Uses - Paid Parking Lot for 250 S. Park Ave. (6 Story Building)																			
710 - General Office	KSF ²	Equations				88%	12%	17%	83%	65.0	947	136	151	119	16	0	26	126	0
912 - Drive-in Bank	KSF ²	148.15	12.08	24.30	47%	57%	43%	50%	50%	20.0	2,964	242	486	73	55	114	129	129	229
931 - Quality Restaurant	KSF ²	89.95	0.81	7.49	44%	NA	NA	67%	33%	9.7	872	8	73	NA	NA	3	27	13	32
Existing Uses Total											4,783	385	710	192	71	117	182	268	260
Proposed Re-Development - 158 New England Ave. (3 Story Building)																			
710 - General Office	KSF ²	Equations				88%	12%	17%	83%	32.1	554	77	114	68	9	0	19	95	0
820- Shopping Center (Retail)	KSF ²	Equations		34%	62%	38%	48%	52%		19.9	2,376	58	203	24	15	20	64	70	69
Proposed Redevelopment Total											2,929	135	317	92	24	20	84	165	69
Net Difference (Proposed - Existing)											-1,854	-250	-393	-101	-48	-97	-98	-103	-191

Sources:

Sources:

Trip generation rates from ITE Trip Generation Manual, 9th Edition, Institute of Transportation Engineers, September 2012.

Pass-by rates from ITE Trip Generation Handbook, 2nd Edition, Institute of Transportation Engineers, March 2001.

158 E. New England Ave.



 **NORTH ELEVATION**
SCALE: NTS

 **Battaglia Group**
221 South Knowles Avenue
Winter Park, FL 32789

Rendered North Elevation
East New England Ave.

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158 E. New England Ave.



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221 South Knowles Avenue
Winter Park, FL 32789

View Looking West From First Congregational Church Parking Lot
Knowles Ave.
Perspective Rendering Looking West

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158 E. New England Ave.



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221 South Kromeles Avenue
Winter Park, FL 32789

View Looking East From Park Ave.
(Rose Garden In Central Park)
Perspective Rendering Looking East

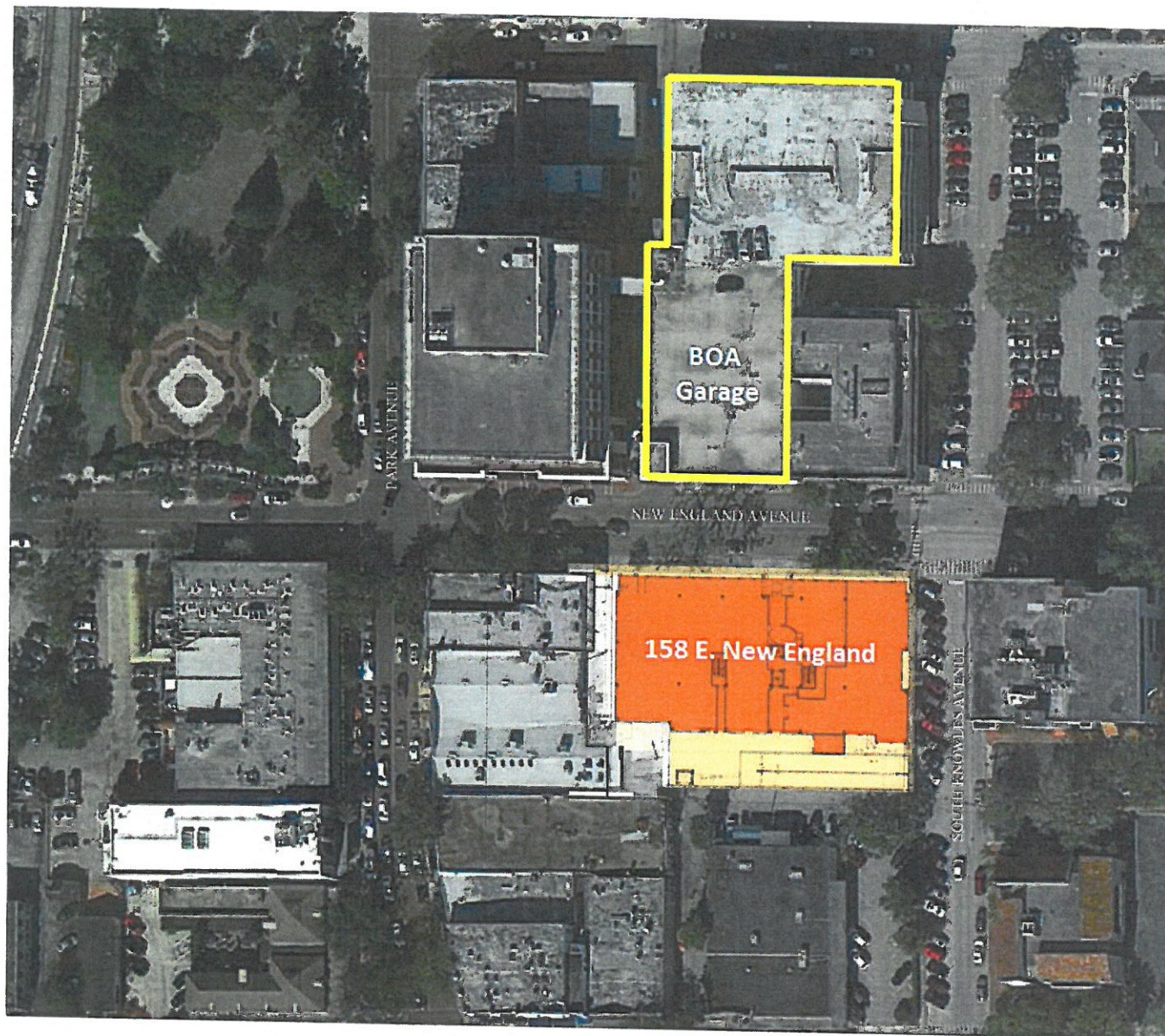
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158 E. New England Ave. Conditional Use Pre-Approval

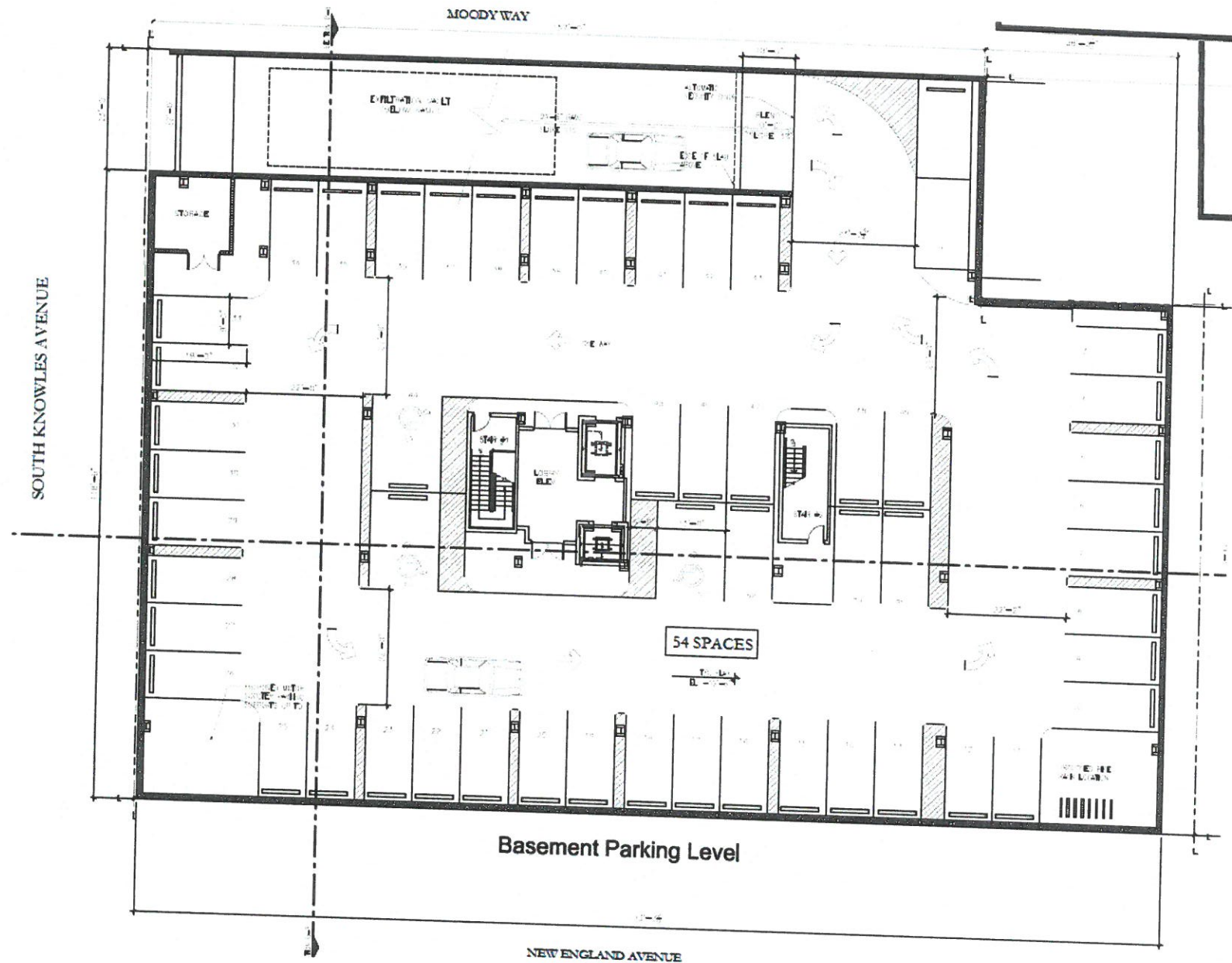
Issues:

- Height -** 45' in height (40' plus additional 5') permitted as conditional use. ✓
- Stories-** 3 stories permitted as conditional use. ✓
- Setbacks-** Setting back both upper floors, and variances to side-setbacks given consideration to architecture, massing and adjacencies, acceptable to staff and permitted in conditional use. ✓
- Parking-**
- Office (tenants): 8am – 5pm workdays during office hours; 3 parks per 1,000 ft. ✓
 - Office (visitors): BOA visitors have daytime reserved spaces on Center St. ✓
New England patrons will have limited access in basement garage. ✓
 - Restaurants (Eve): 5pm – close, weekends, holidays; 1 park per 4 seats via valet. ✓
 - Restaurants (Lunch): 11:00 – 2:00pm, workdays during office hours. Self-limit number of seats.
Agree to a new study at stabilization to affirm sufficient lunch capacity.

Location



158 E. New England Garage



Bank of America Garage



Parking Facilities

BOA Parking	Spaces
Upper levels	287
Ground level	16
Total	303

158 New England Parking	Spaces
Ground level	3
Basement level	54
Total	57

Combined Facilities	Spaces
Available for office/retail (daytime)	344
Available for restaurant (eve/weekends)	360
Total	360

Bank of America building uses

Bank of America Building	Square Feet
Office	73,572
Retail	4,477
	78,049
Restaurant	8,896
Basement	10,817
Total Rentable	97,762

NEEDS:
 Restaurant = 78 spaces
 Office/Retail = 312

Existing BOA Garage Usage

Total Spaces - Upper floors	287
Spaces in current use:	
Reserved - Day	89
Unreserved - Day	79
Unreserved - Eve/Wknd	29
Total Authorized	197
Max in use - Day	168
Unused - Day	119

Existing BOA Garage Usage

Typical Wednesday Conditions							Typical Friday Conditions						
Garage (for Office employees)							Garage (for Office employees)						
	Capacity	Enter	Exit	Occupied Spaces	Available Spaces	% Utilization		Capacity	Enter	Exit	Occupied Spaces	Available Spaces	% Utilization
12:00 AM	303			0	303	0%	12:00 AM	303			0	303	0%
1:00 AM	303	1		1	302	0%	1:00 AM	303			0	303	0%
2:00 AM	303		1	0	303	0%	2:00 AM	303			0	303	0%
3:00 AM	303			0	303	0%	3:00 AM	303			0	303	0%
4:00 AM	303			0	303	0%	4:00 AM	303			0	303	0%
5:00 AM	303			0	303	0%	5:00 AM	303			0	303	0%
6:00 AM	303	12		12	291	4%	6:00 AM	303	16		16	287	5%
7:00 AM	303	25		37	266	12%	7:00 AM	303	34		50	253	17%
8:00 AM	303	70		107	196	35%	8:00 AM	303	82	2	130	173	43%
9:00 AM	303	38		145	158	48%	9:00 AM	303	32	3	159	144	52%
10:00 AM	303	8	7	146	157	48%	10:00 AM	303	19	3	175	128	58%
11:00 AM	303	10	17	139	164	46%	11:00 AM	303	7	17	165	138	54%
12:00 PM	303	12	16	135	168	45%	12:00 PM	303	18	19	164	139	54%
1:00 PM	303	22	5	152	151	50%	1:00 PM	303	26	11	179	124	59%
2:00 PM	303	5	7	150	153	50%	2:00 PM	303	14	9	184	119	61%
3:00 PM	303	6	13	143	160	47%	3:00 PM	303	6	11	179	124	59%
4:00 PM	303	3	25	121	182	40%	4:00 PM	303	18	43	154	149	51%
5:00 PM	303	1	58	64	239	21%	5:00 PM	303	9	57	106	197	35%
6:00 PM	303	1	22	43	260	14%	6:00 PM	303	6	21	91	212	30%
7:00 PM	303	1	15	29	274	10%	7:00 PM	303	7	3	95	208	31%
8:00 PM	303		4	25	278	8%	8:00 PM	303	2	1	96	207	32%
9:00 PM	303		3	22	281	7%	9:00 PM	303	2	2	96	207	32%
10:00 PM	303		3	19	284	6%	10:00 PM	303		2	94	209	31%
11:00 PM	303		3	16	287	5%	11:00 PM	303		1	93	210	31%
Total	303	215	199	152	151	50%	Total	303	298	205	184	119	61%

New England building uses


158 New England Building	Square	Feet
Office		32,278
Retail		5,773
		38,051
Restaurant		10,900
Total Rentable		48,951

158 E. New England Ave.

158 New England Parking (Proposed) - Daytime	
New Spaces on site	57
Available spaces in BOA garage (min per actual)	119
Total Available	176
Code requirement for office & retail (4 per 1,000 ft)	154
Surplus to Code (4 per 1,000 ft)	22

Total Available	176
Amounted Requested (3, per 1,000 ft)	115
Surplus to Actual (3 per 1,000 ft)	61

Variance requested for office & retail	39
--	----



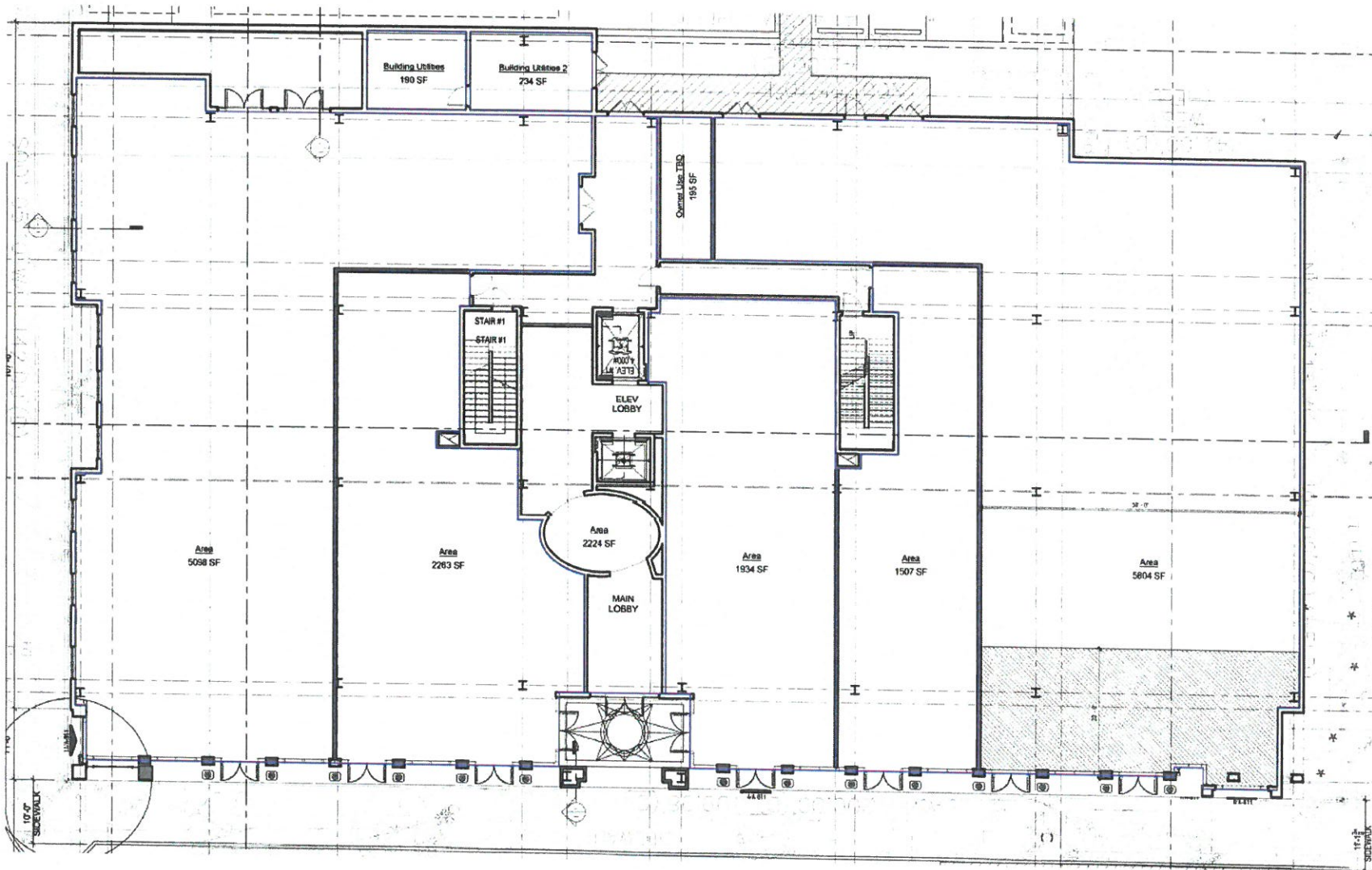
Combined Facilities – Capacity for Restaurants

Evening/Weekend Usage	Seats	Parking Ratio	Spaces
Available for restaurant (eve/weekends)			360
Max in use during peak eve (office)			126
Minimum available for restaurants			234
Existing Restaurants (Luma/Wine Room)	312	1 per 4	78
Evening/Weekend Surplus to Usage			156
New restaurant seats available (eve/wkd)	624	1 per 4	

Combined Facilities – Capacity for Restaurants

Daytime Usage		Spaces
BOA building tenants (max)		168
158 New England tenants (max)		115
Total Used		283
Available for office/retail (daytime)		344
Daytime Surplus to Usage		61
New restaurant seats available (lunch)	244	1 per 4

158 E. New England – Ground floor demising scenario



4th Edition

Parking Generation

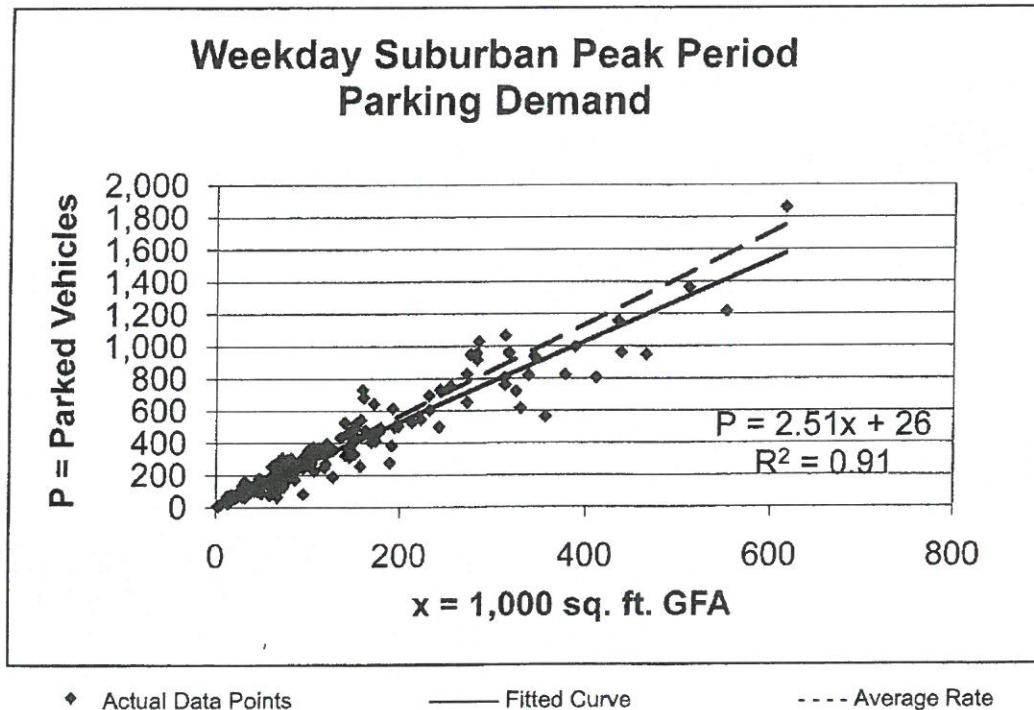


Institute of Transportation Engineers

Land Use: 701 Office Building

Average Peak Period Parking Demand vs. 1,000 sq. ft. GFA
On a: Weekday
Location: Suburban

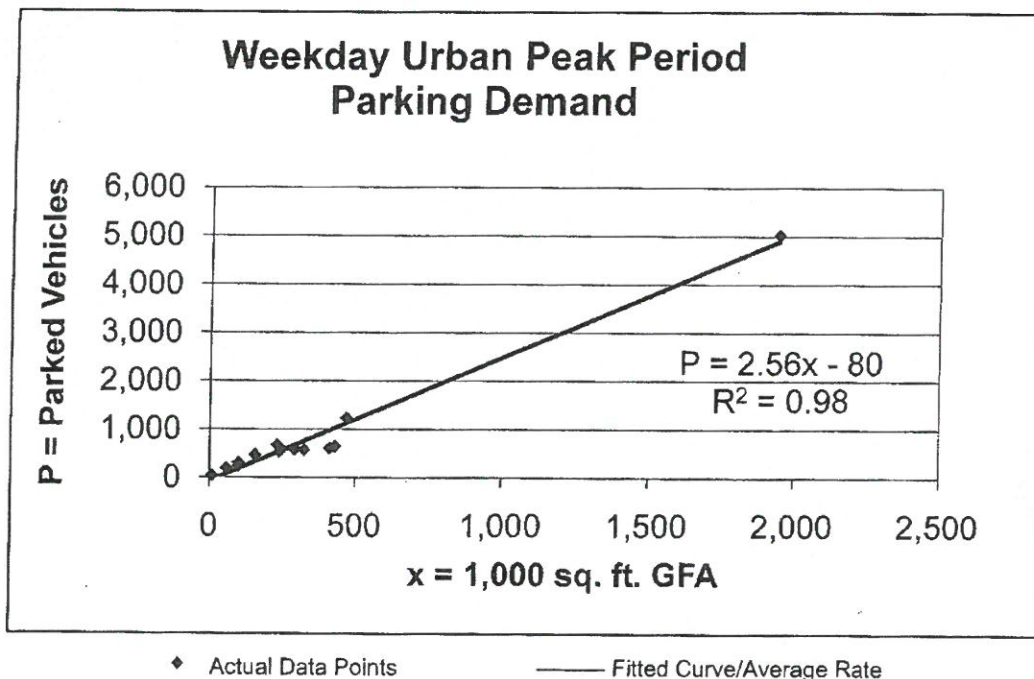
Statistic	Peak Period Demand
Peak Period	9:00 a.m.—4:00 p.m.
Number of Study Sites	176
Average Size of Study Sites	136,000 sq. ft. GFA
Average Peak Period Parking Demand	2.84 vehicles per 1,000 sq. ft. GFA
Standard Deviation	0.73
Coefficient of Variation	26%
95% Confidence Interval	2.73–2.94 vehicles per 1,000 sq. ft. GFA
Range	0.86–5.58 vehicles per 1,000 sq. ft. GFA
85th Percentile	3.45 vehicles per 1,000 sq. ft. GFA
33rd Percentile	2.56 vehicles per 1,000 sq. ft. GFA



Land Use: 701 Office Building

Average Peak Period Parking Demand vs. 1,000 sq. ft. GFA
On a: Weekday
Location: Urban

Statistic	Peak Period Demand
Peak Period	9:00 a.m.–5:00 p.m.
Number of Study Sites	14
Average Size of Study Sites	370,000 sq. ft. GFA
Average Peak Period Parking Demand	2.47 vehicles per 1,000 sq. ft. GFA
Standard Deviation	0.62
Coefficient of Variation	25%
Range	1.46–3.43 vehicles per 1,000 sq. ft. GFA
85th Percentile	2.98 vehicles per 1,000 sq. ft. GFA
33rd Percentile	2.24 vehicles per 1,000 sq. ft. GFA



Egerton K. van den Berg
901 Bonita Drive
Winter Park, FL 32789

To the Mayor and Commissioners of the Town of Winter Park.
March 28, 2017

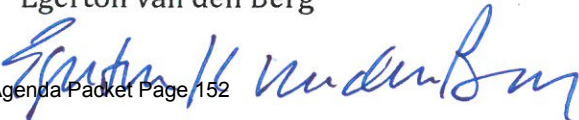
Wife Nikki and I were with you to the end of the Council's meeting last night. For what they may be worth, here are my observations. (I have lived in Winter Park since 1963, and previously owned four buildings on Park Avenue and one on Morse Boulevard).

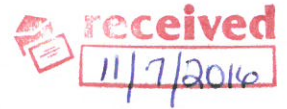
- Early in the proceeding, a City planning staff person suggested it is time for Winter Park to consider reducing its parking requirement from 4 to 3 per 1,000 square feet, and that she had solicited a consultant's proposal to study, and prepare a recommendation on the subject. To me the notion that the City's current parking requirements are too stringent is laughable, and the timing of the suggestion inappropriate.
- Onsite parking within the proposed project is acknowledged by the applicant to be inadequate to meet the project's needs. The applicant offers to compensate for the parking deficit by use of the existing Bank America ("B/A") structural garage. It is suggested by the applicant that (a) B/A's current use of its building does not generate parking demand equal to its garage's capacity, and (b) that B/A's current parking excess is at least equal to the project's parking deficit (an assertion requiring verification by the City).
- How the applicant would lend perpetuity to the B/A commitment was not discussed. It necessarily should be based on a recorded agreement - with the record owner of the building - which would "run with the land" upon which the garage sits. The owner of the B/A building would also need to enter a binding agreement insuring the City that future use and occupancy of the B/A building would never, without the City's consent, create parking demand which would impinge upon the parking spaces required to fulfill the applicant's commitment to the City.
- The written summary offered by counsel for the applicant would suspend the project's parking covenants during the Winter Park Art Festival, and other events sanctioned by the City. Most would think that wholly inappropriate.
- I respectfully suggest that all involved in this deliberation on behalf of the City visit the B/A garage. It is not a place where most drivers would wish to park. Vehicular ingress/egress is somewhat awkward. I am informed that many who currently are entitled to park there choose to park elsewhere, mostly preferring curbside spaces.

It must be said that praise is due the Mayor for his calm leadership of the meeting, and to the Commissioners for their patience and insight.

Respectfully,

Egerton van den Berg


Agenda Packet Page 152



November 7, 2016

Planning and Zoning Board
City of Winter Park

Dear Board Member,

We understand the developer's reasoning for submitting plans for such a large building at 158 East New England Ave. The economies of scale dictate that the larger the building the larger the profits. We get that.

The problem is that the parking, delivery and traffic associated with our area of Park Avenue will not support this project. Several of you were very astute to mention the daytime, weekday parking problems that Park Avenue merchants deal with every day. The thought of having parking even more restricted and more problematic is difficult to image. Existing business will suffer.

Our solution is to reduce the square footage of the project.

Project issues:

1. Parking Space Deficient by 80 to 200 spaces. This equates to 24,000 to 70,000 sq. feet on or near New England and Park Avenue. My entire building with two floors is only 6,000 sq. feet! Very expensive for the developer to comply with.
2. Contingent on moving 50ft commercial loading zone currently on New England which would block access to the 147 Lyman property and the parking spaces there.
3. Moving commercial loading zone to Moody Way and will not allow sufficient area for the restaurants that receive several large deliveries a day.
4. Demands too much parking that is not readily available unless creative calculations are used by the developer.
5. Requires a variance for height.
6. Requires breaking a one-hundred year old alley way agreement to accommodate the sprawl. **A lawsuit has been filed with Orange County.**
7. Area is saturated with restaurants which is the opposite of what the developer is telling the board. Blue, Luma, 310 South Park, Park Plaza Gardens, Pannulos, Cocina 124, Park Ave Pizza, Brazilian Steak House, Power House etc. More retail is needed not more restaurants with greater parking requirements.

Sincerely,

Allen Deaver, R.Ph
Property Owner 306 South Park

Bollards to block traffic installed by developer- view from New England Ave looking South



View from New England. Bollards installed to block access in violation of 100 year old agreement.



No deliveries possible by truck. All large trucks must jockey for a position on New England blocking traffic



Bollards not in keeping with ascetics of Park Avenue. Area not being maintained by developer. View looking north towards Luma.



October 19, 2016

Mr. Troy Attaway, P.E.
Public Works Director
City of Winter Park
401 Park Avenue South
Winter Park, Florida 32789

**Subject: Proposed Retail and Office Building at 158 E. New England Ave.
Shared Parking Study Review**

Dear Mr. Attaway:

Comprehensive Engineering Services, Inc. (CES) has reviewed the Shared Parking Study for the development of a retail and office building comprised of primarily first floor restaurants and second and third floor office space with a basement garage. Based upon our review, we offer the following observations and considerations.

The purpose of Municipal Codes for parking space requirements for developments is to address a wide range of potential uses that may occupy a particular development over time. Consistent with this purpose, the Study Methodology states that the goal is "To ensure that there is adequate parking supply for both the existing and future uses". However, future uses are not addressed within the study. The proposed shared use of the Bank of America parking garage is entirely based on the existing tenants rather than the possible range of tenants that might be expected over time. A brief evaluation of the current tenants use as it relates to the range of uses would be beneficial in identifying parking shortfalls that might be generated should there be a change in the tenant. For example, office use could range from a business with an open plan with numerous employees together in closely spaced desks to say a law office with large individual offices and multiple conference rooms. Additionally, the study does not discuss the percent occupancy of the existing Bank of America building or whether all offices of each tenant are fully occupied.

The study mentions that 74 percent of the available parking spaces in the existing garage have been allocated to the tenant employees. The study does not discuss how tenants might feel about some of the spaces being shared with another building. Typically a tenant expects to have all of the spaces they are paying for available even if the spaces are not always in use. As an example, CES currently leases 10,300 sf of office space in Downtown Orlando. We are allocated and using 30 spaces with our lease (3 per 1000sf) and we currently rent 4 additional spaces and have several offices available for future hires. Parking spaces are available 24/7. It is interesting to note that at one time we were considering moving to the Bank of America building. One of the important considerations is that there would be more parking available for tenants.

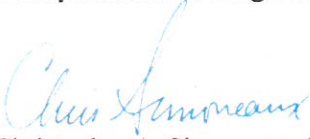
The study indicates that one of the justifications for the underutilized parking in the existing garage is due to staggered demand for the existing garage. This appears that it could be true based on the existing use. However, the City does not have complete control of what hours of operation the tenants of the new building will have and this could change over time. This is the primary reason that codes are developed to address the possible uses on average and not a specific type of establishment. On the first floor of the new building you could have a high volume high turnover breakfast, lunch and dinner restaurant or a high end restaurant that is only open for dinner. In addition, some internal capture is considered in parts of the Codes. Clearly restaurant patrons are not arriving for every visit with 4 people in a vehicle. Some patrons are already on Park Avenue and some will be parking to meet someone who also parked as my wife and I often do for lunch.

The study indicates "The parking ratios for the bank use is similar to the office use. Even though the observed parking ratio for restaurant use is comparable to City's requirement on a Friday, the overall parking ratio for the 250 S Park Avenue Building tenants is much less than the City's requirement". The bank provides customer parking and if the proposed restaurants will potentially generate needs comparable to the City's requirements, it is reasonable to conclude that the proposed development will push most of the customer traffic for the restaurants/retail and visitor parking for the office space onto parking intended for the general public. This is most of the parking for the restaurants and retail. In addition, 67 paid parking spaces that are currently available to the public are being eliminated. We understand that the existing surface lot is privately owned and they could stop allowing paid parking but the end result of the proposed development is a net loss of 67 parking spaces currently available to the public and a lot of public parking spaces used by the businesses. If the study utilized the ITE Parking Generation Manual and then the ULI Shared Parking Manual to determine peak parking requirements for the restaurants alone it would be well over the spaces required per code and none of these patrons can park in the garages unless they valet and typically there has not been valet for breakfast or lunch time. The ULI Shared Parking Manual also indicates that the parking rate for office space increases as size decreases. This may indicate that the comparison to the existing Bank of America building is not valid.

If the City intends to allow shared parking strategies to be utilized, consideration should be given to incorporating this language into the City Codes. Recommended language would include when and how much reduction is considered reasonable as well as clearly defining what constitutes a mixed use development. Also, when utilizing shared parking strategies, the ULI Shared Parking Manual indicates it is important that all parking needs to be available to all users without restriction and that an additional 15% buffer should be included. It also indicates that the 15% buffer may not be sufficient for tenants that generate above average parking demand. These considerations should be part of any code modification.

In summary, as a resident of Winter Park I do frequently visit restaurants, shops & businesses on Park Avenue at all times of the day from morning breakfast to evening dinners. It is a great asset and one of the reasons we moved to Winter Park 13 years ago. However, I would hardly say that availability of parking is the best part of the experience. In addition, many visitors chose not to use the valet parking. I would not feel good about future added development not having the parking needs fully addressed without additional demands on existing facilities. If you have any questions, please do not hesitate to contact me to discuss.

Sincerely,
Comprehensive Engineering Services, Inc.


Christopher A. Simoneaux, P.E.





Memorandum

To: Daniel Butts,
Chief Operating Officer
Battaglia Group Management, LLC

Date: September 7, 2016

Project 62460.00

#:

From: Fabricio Ponce, PE
Transportation Systems Manager

Re: New England Ave Development
Parking Study

Amphone Soupharath
Transportation Consultant

Introduction

VHB has been retained by BFC New England, LLC to conduct a parking study for the proposed retail and office building to be located at the southwest corner of the New England Avenue at Knowles Avenue intersection, in the City of Winter Park, Florida. The project location is illustrated in Figure 1. The purpose of this study is to fulfill the City of Winter Park analysis requirements and to evaluate the future parking needs to be generated by the proposed mixed-use development and to confirm that the existing parking garage located at the northeast corner of the New England Avenue at Center Street intersection in combination with the new underground and surface parking at the future building will satisfy current parking demand plus the future building parking demand. This Memorandum provides a detailed description of the study methodology, analysis, and key findings.

Project Description

The proposed mixed-use development will be located at the southwest corner of the New England Avenue at Knowles Avenue intersection in the City of Winter Park, Florida. The site is currently occupied by a 67 space surface parking lot currently leased to the 250 S Park Avenue Building valet operator. The proposed mixed-use development program for the site is to construct a three-story building with 52,601 square feet of office, retail, and restaurant uses. As part of the new building at 158 New England Avenue, 54 underground and 3 surface parking spaces, for a total of 57, will be constructed and it will be reserved/assigned to building tenants only. In addition, there will be changes in the curb cuts in front of the new building that will relocate 6 parking spaces from Knowles Avenue to New England Avenue. This reassignment of parking spaces will result in no change in the number of spaces available on the street; however, the spaces will now be located along New England Avenue (instead of Knowles Avenue), making them more convenient for the public/patrons, more visible, and easier to enforce, encouraging a higher turnover ratio of these spaces.

Study Methodology

The focus of this study is to evaluate the future parking needs to be generated by the proposed development and to confirm that the existing parking garage located at the northeast corner of the New England Avenue at Center Street intersection in combination with the new underground and surface parking at the new building will satisfy current parking demand plus the future building parking demand. To ensure that there is adequate parking supply for both the existing and future uses, a shared-parking analysis is required to demonstrate that the number of parking spaces to be provided are appropriate to the context of the core downtown Winter Park area. This shared parking analysis,

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Ref: 62460.00
September 7, 2016
Page 2

Memorandum

takes into consideration the mix of uses; the demand for parking spaces at different times of day, week and year; available of alternative modes of transportation; and other site-specific influences on parking supply and demand.

Figure 1: Project Location Map



The basic premise of shared parking is that a single parking space can serve the parking needs of two or more individual land uses. This occurs routinely in urban areas where, for example, a parking space used during the day by office employees is used during the evening by restaurant/retail patrons.

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Memorandum

The Urban Land Institute has studied shared parking among mixed-use developments and has produced a methodology for evaluating shared parking that is documented in "Shared Parking", Second Edition, which was published in 2005. The ULI procedure involves the following steps:

- Gather and review project data such as dwelling units, restaurant seating, and square footage of retail and office space.
- Select base parking ratios for each land use. These ratios (e.g., x parking space per dwelling unit or y parking spaces per 1,000 sf of office space) tend to represent (1) the parking required for the peak hour of the peak day of the week during the peak month of the year, and (2) locations where there are few travel mode options other than personal vehicle use. The ULI *Shared Parking* report and the ITE *Parking Generation* report provide national standards for the base rates, but the use of locally calibrated rates based on zoning requirements or data collected at comparable facilities is encouraged.
- Review the base parking rates for non-auto mode applicable to the site. This should be done separately for employee and customer/visitor parking. The ULI *Shared Parking* report provides data separately for employee and customer/visitor parking demand.
- Determine the season, day and time of peak parking demand by evaluating the monthly, daily and hourly parking demand variations for each type of land use. Time-of-day, day-of-week, and monthly factors are provided in the ULI *Shared Parking* report. The shared parking opportunity offered by mixed-use development comes from the staggered demand peaks associated with each use. Different land uses generate unique levels and patterns of parking demand. Parking supplies at mixed-use locations accommodate these demand fluctuations more efficiently than segregated supplies by accommodating peaking uses with space left vacant by other uses. Thus, the same parking space that was used by employees during the day can be used for patrons at night.
- Consider "internal capture" of parking demand to eliminate double counting parking demand in situations where, for example, office employees are also retail customers. Mixed-use districts such as downtown Winter Park allow for parking efficiencies through "internal capture" trips. Such trips are made by patrons who, having already parked, travel between uses without accessing their vehicle. Restaurants and retail services are common generators of internal capture trips in mixed-use developments, as they serve both employees and patrons with the same development and/or near-by land uses.

Any shared parking evaluation should also include consideration of how "sharable" are the parking spaces. There may be parking policies that reserve some parking spaces for a single land use (such as reserved parking for building tenants), or as a practical reality the location of available parking is too distant from many destinations within the project site.

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Base Parking Requirement

The City's zoning requirements for standalone uses provide a good starting point for the discussion of base parking requirements before adjustments for non-auto mode splits; seasonal, day-of-week, and time-of-day parking occupancy patterns; and internal capture of parking demand. The City's zoning requirements for the existing and proposed uses are summarized in Tables 1 and 2.

Table 1 Existing Uses Parking Requirements

250 S. Park Ave (6 story Building)	Unit	Parking Ratio	City's Zoning Requirement
Office	65,048 sf	1 per 250 sf	261
Bank (includes office space)	20,008 sf	1 per 250 sf	81
Restaurant (Luma/Wine Room)	9,695 sf (312 seats)	1 per 4 seats	78
Total	94,751 sf	N/A	420

Table 2 Proposed Uses Parking Requirements

158 New England Ave (3 story Building)	Unit	Parking Ratio	City's Zoning Requirement
Office	34,411 sf	1 per 250 sf	138
Retail	6,311 sf	1 per 250 sf	26
Restaurant	11,879 sf (380 seats)	1 per 4 seats	96
Total	52,601 sf	N/A	260

Based on the City's zoning requirements, the existing 94,751 sf of mixed-use space requires 420 spaces compared to the 303 spaces currently provided (278 spaces at the parking garage plus 16 on street spaces). It should be noted that the existing parking supply is substantially underutilized which is consistent with previous parking study findings. This will be discussed in detail in the following section.



Memorandum

Based on the City's zoning requirements, the proposed 52,601 sf mixed-use development would require an additional 260 spaces. Because the proposed uses would be similar in nature to the existing uses, it is reasonable to assume that the parking supply and demand would be consistent with the use in the existing building. Therefore, these uses will draw heavily on the traffic (both vehicular and pedestrian/SunRail) that is already present in Park Avenue area. Based on this, the parking needs associated with the proposed mixed-use development are not expected to follow "normal" traffic generator or parking need requirements. The provision of parking required by zoning are significantly higher than the parking needs to be generated by both the existing and proposed uses.

Availability of Existing Parking

The 250 S Park Avenue Building currently provides 287 secure parking spaces in the Bank of America garage for the tenant employees. There are another 16 unsecure parking spaces assigned/allocated for Bank patrons and building services/delivery on the surface level and are not part of the 27 garage ground level spaces which are provided to the City for public use. In total, there are 303 parking spaces available on-site for tenant employees, patrons, and building services/delivery. As shown in Table 3, approximately 224 spaces or 74 percent of the available parking spaces have been allocated to the tenant employees (mainly office employees of the bank, office tenants, and managers of the restaurants) and the remaining 79 spaces or 26 percent are unassigned.

To substantiate the number of parking spaces reasonably anticipated to be available and/or used in the existing parking garage, monitoring cameras were positioned at the existing Bank of America parking garage to gather existing parking occupancy and demand during the January 27 through January 29, 2016 time period.

The data indicated that the parking occupancy and demand on a Thursday are lower than on a Wednesday and Friday. For the purpose of this study, the parking occupancy and demands on a Wednesday and a Friday will be evaluated to represent the typical weekday (Wednesday) and the peak evening (Friday). There were always at least 151 and 119 parking spaces available at the parking garage on a Wednesday and Friday, respectively. The parking occupancy counts collected in 2016 were consistent with the 2014 and 2015 counts provided by the BFC New England, LLC. The historical garage usage and existing parking supply and demand is provided in Appendices A and B.

As shown in Figures 2 and 3, approximately 50 percent and approximately 61 percent of the garage parking supply is utilized and/or occupied throughout the day during a Wednesday and Friday, respectively. As expected, the parking demand for office use is higher during the day between 8AM and 5PM in the garage. The peak hour parking demand for the garage is between 1PM and 2PM. It should be noted that the parking spaces in the garage during office hours are available only to office tenants of the 250 S Park Avenue Building. In addition, during the evening when the parking demand for office use is the lowest, the garage is being used by the valet parking operator of the surface parking lot located at the northwest corner of the New England Avenue at Knowles Avenue intersection to serve the restaurant use at the 250 S Park Avenue Building.

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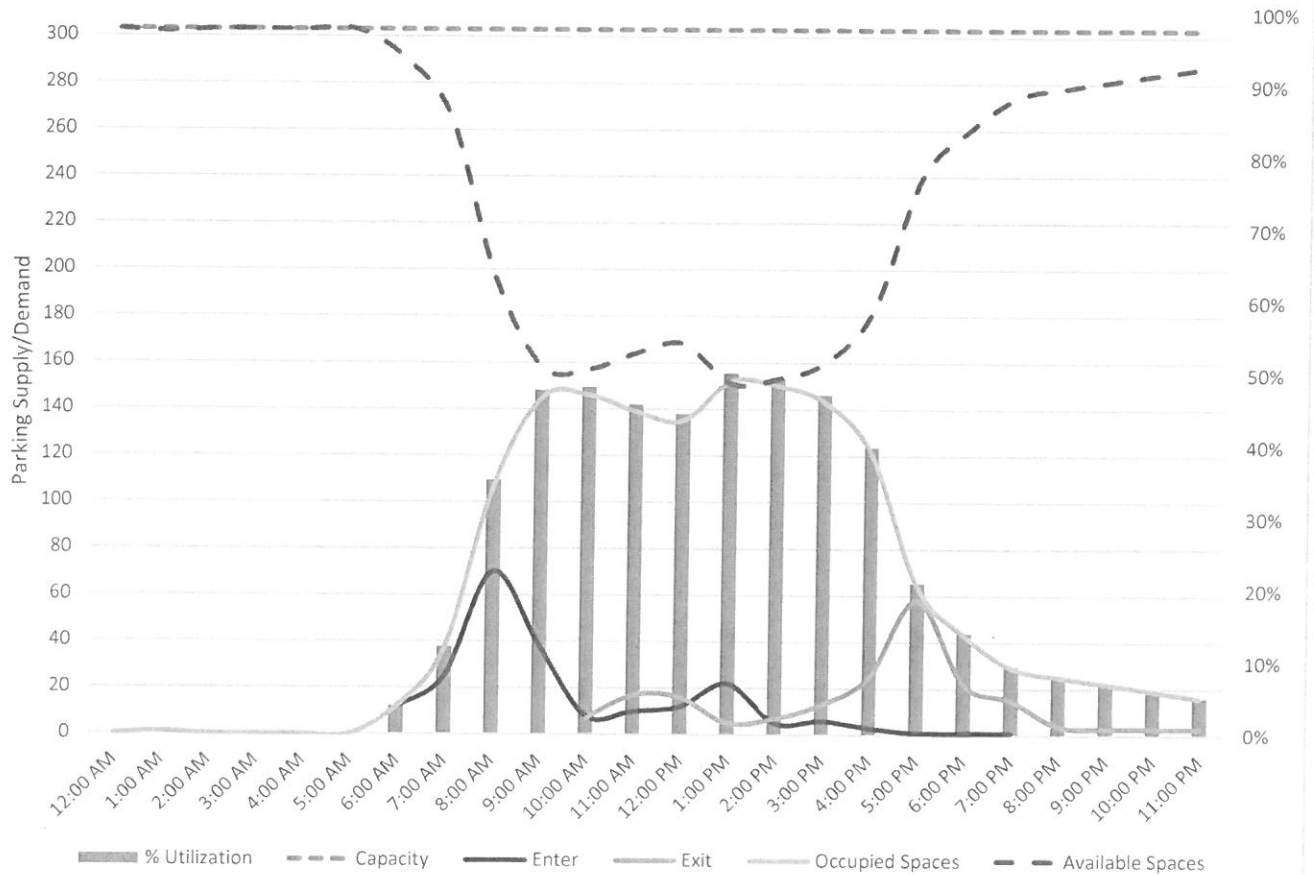
Additional data were collected to provide a better understanding of the parking supply and demand at the surface parking lot located at the northwest corner of the New England Avenue at Knowles Avenue intersection. This data was collected during the valet operation (after 5PM), when the parking demand on this lot is the highest. This surface parking lot is a paid public parking by the hour or day and is used by the general public and for the valet parking operation, mainly during the evening for restaurant patrons at the 250 S Park Avenue building. As shown in Figures 4 and 5, approximately 48 percent and approximately 88 percent of the surface lot parking supply is utilized during a Wednesday and Friday, respectively. As expected, the parking demand occurs after 5PM when the demand for office use at the garage start to empty out. The peak hour parking demand for the surface lot is between 6PM and 7PM on a Wednesday and between 8PM and 9PM on a Friday. It should be noted that the valet parking tenant uses this surface parking lot as a matter of convenience, instead of using the parking garage where most of the parking spaces are available during evenings and nights.

According to the 2013 City of Winter Park Parking Study Update, the overall peak parking utilization was 73 percent during the week. This is consistent with the observed parking utilization of 50 percent (Wednesday) and 61 percent (Friday) at the Bank of America garage and 48 percent (Wednesday) and 88 percent (Friday) at the surface lot.



Memorandum

Figure 2: Existing Conditions - Wednesday
Garage Parking Supply/Demand and Utilization Profile

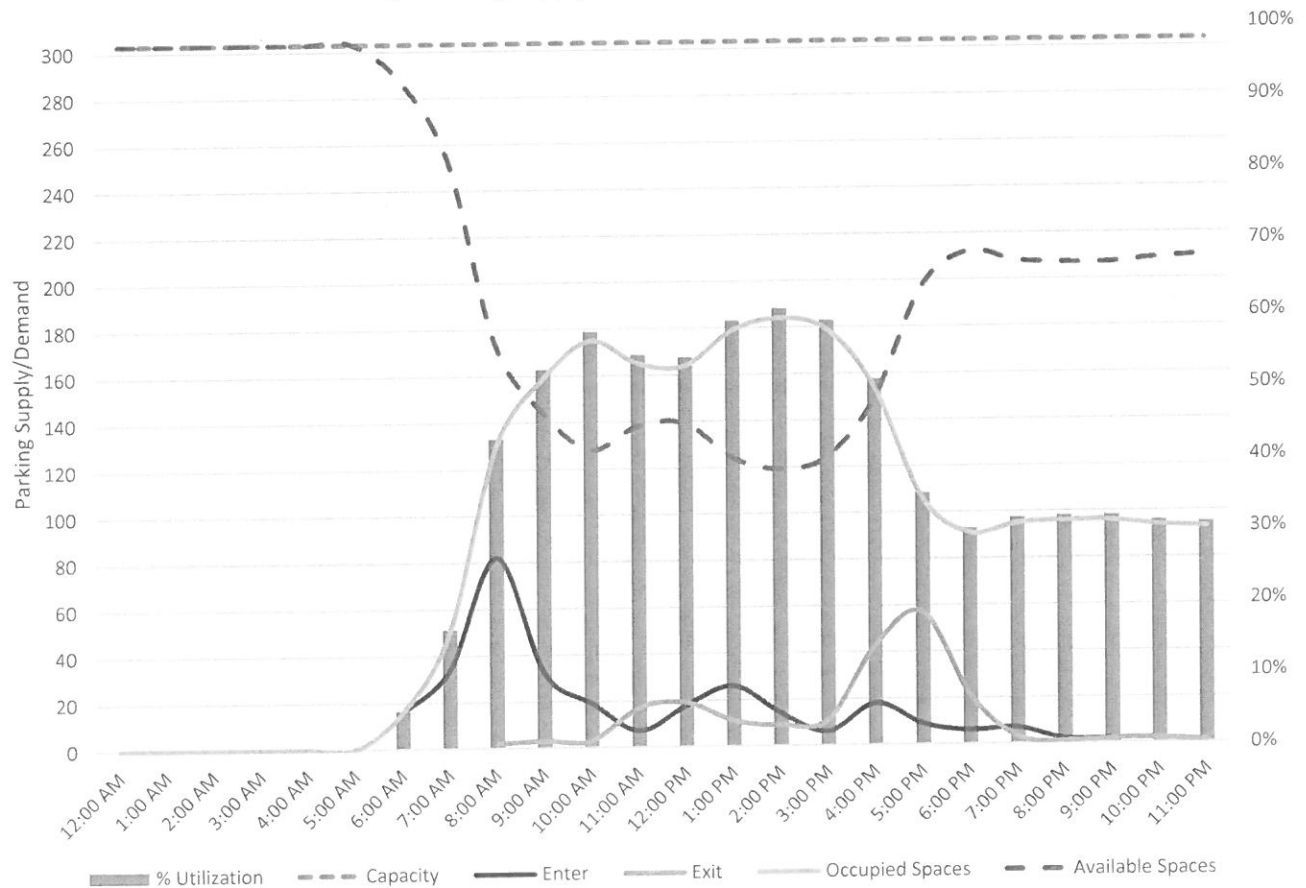




Ref: 62460.00
September 7, 2016
Page 8

Memorandum

Figure 3: Existing Friday
Garage Parking Supply/Demand and Utilization Profile

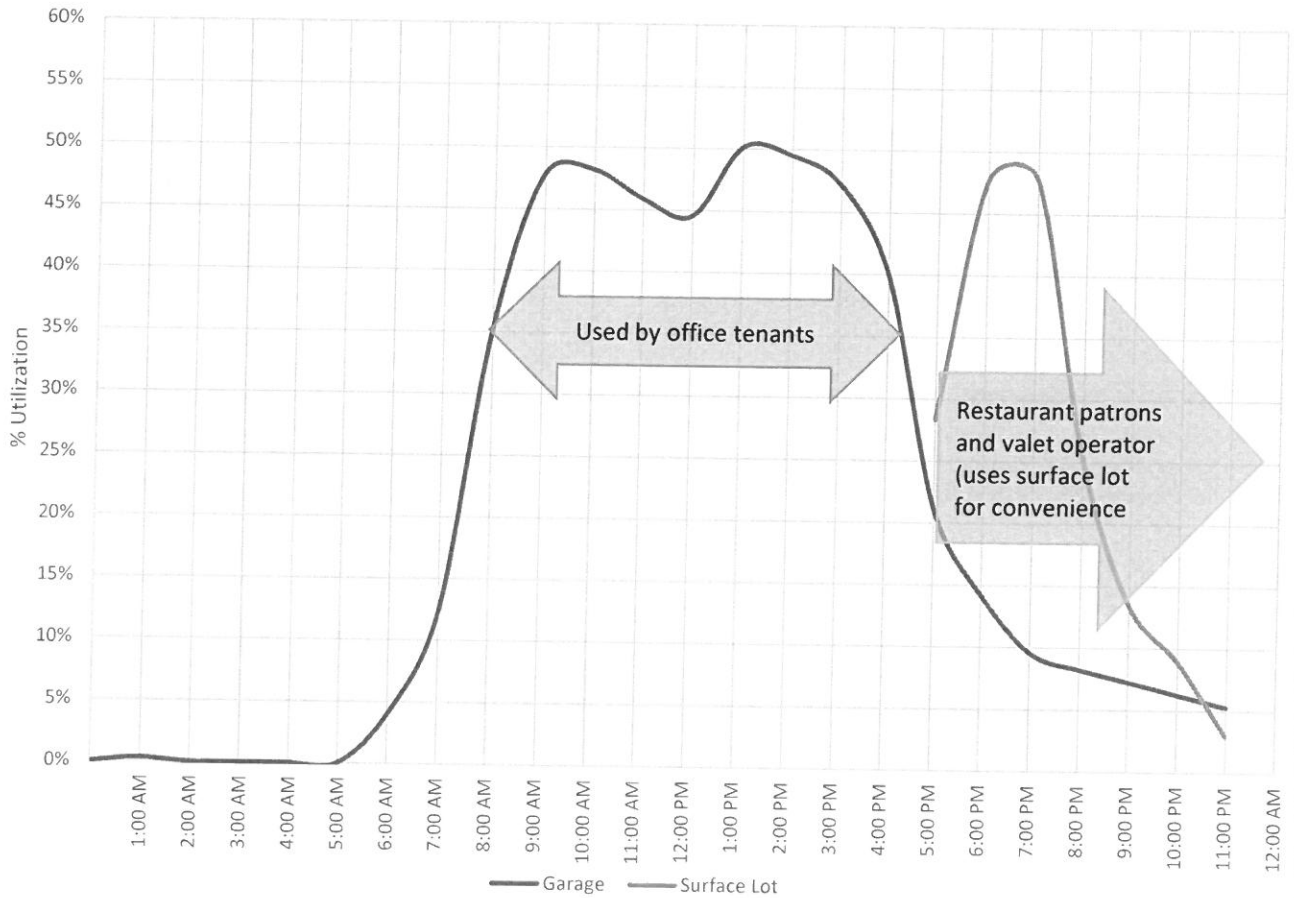


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Figure 4: Existing Conditions - Wednesday
Parking Utilization Profile

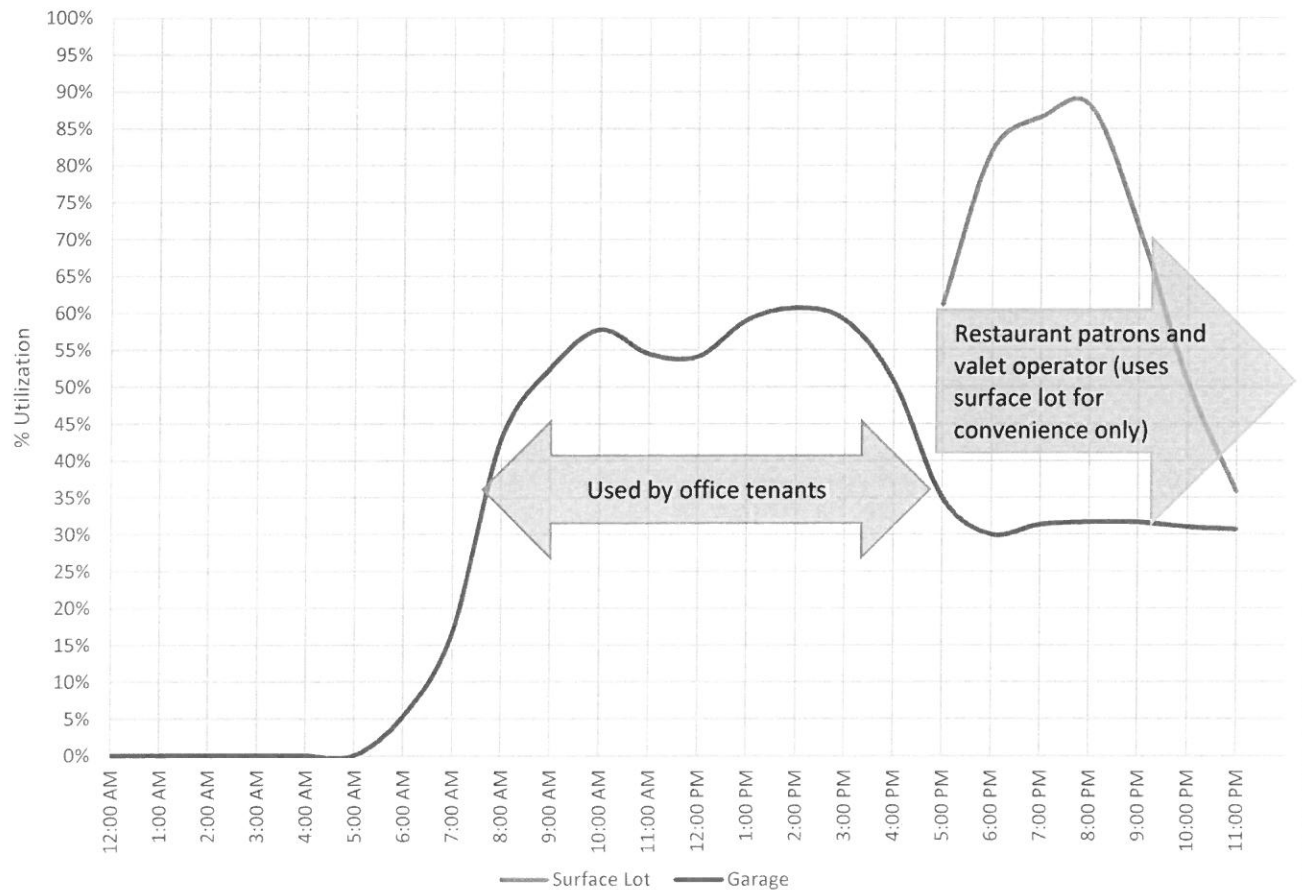


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Figure 5: Existing Conditions - Friday
Parking Utilization Profile



Based on the actual combined parking demand (parking garage and surface lot), the resulting parking ratios for each land use are significantly lower than the City's zoning requirements for standalone uses. As shown in Table 3, the observed parking ratio on a Wednesday for office use is 1.20 compared to the 4.00 parking spaces per 1,000 sf required by the City. The parking ratio on a Friday is 1.45 parking spaces per 1,000 sf, still significantly lower than the City's zoning requirements. The parking ratios for the bank use is similar to the office use. Even though the observed parking ratio for restaurant use is comparable to City's requirement on a Friday, the overall parking ratio for the 250 S Park Avenue Building tenants is much less than the City's requirement. The overall parking ratio for the existing building is 1.94 and 2.56 per 1,000 sf for a Wednesday and Friday, respectively.

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The lower parking ratio observed at the 250 S Park Avenue building garage are consistent with parking utilization for mix-used developments within an urbanized area. As discussed, a single parking space can serve the parking needs of two or more individual land uses. This occurs routinely in urban areas where, for example, a parking space used during the day by office employees is used during the evening by restaurant/retail patrons.

Table 3 Observed Existing Parking Ratios

250 S Park Ave (6 story Building)		Unit	City's Zoning Requirement		Avail. Parking Spaces	Observed Wednesday Peak Hour Conditions		Observed Friday Peak Hour Conditions	
			Parking Ratio	No. of Parking Spaces		Demand	Parking Ratio	Demand	Parking Ratio
Assigned Spaces	Office	65,048 sf	4 per 1,000 sf	261	155	78	1.20 per 1,000 sf	94	1.45 per 1,000 sf
	Bank (includes office space)	20,008 sf	4 per 1,000 sf	81	63	32	1.58 per 1,000 sf	38	1.91 per 1,000 sf
	Restaurant (Luma / Wine Room)	9,695 sf (312 seats)	1 per 4 seats	78	6	35 ^A	1 per 9 seats	63 ^A	1 per 5 seats
Unassigned Spaces	Garage	N/A	N/A	N/A	63	23	N/A	32	N/A
	Ground level	N/A	N/A	N/A	16	16	N/A	16	N/A
Total		94,751 sf	N/A	420	303	184	1.94 per 1,000 sf	243	2.56 per 1,000 sf

A – Including peak hour demand at the surface parking lot.

As can be observed in Table 3 above, of the 224 assigned parking spaces in the garage (224 = 155 + 63 + 6), during the peak hour of demand, a maximum of 145 and 195 are utilized during Wednesday and Friday respectively.

Project-Related Parking

Based on the City's zoning, the proposed 52,601 sf mixed-use development would require 260 spaces. Because the proposed uses would be similar in nature to the existing uses, it is reasonable to assume that the parking supply and demand would be consistent with the uses in the existing building. As evident in the existing parking supply and demand, the observed parking ratios for each land use are lower than the City's zoning requirements for standalone uses as well as the parking ratio documented in the 2013 City of Winter Park Parking Study Update. The lower parking

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ratios are appropriate to the context of the core downtown Winter Park area, taking into consideration the mix of uses; the demand for parking spaces at different times of day, week and year; availability of alternative modes of transportation; and other site-specific influences on parking supply and demand. The proposed development will draw heavily on the traffic (both vehicular and pedestrian/SunRail) that is already present in Park Avenue area. Based on this, the parking needs associated with the proposed 52,601 sf mixed-use development are not expected to follow "normal" traffic generator or parking need requirements. Therefore, provision of parking required by zoning is significantly higher than the parking needs to be generated by both the existing and proposed uses.

To ensure that there is adequate parking supply for both the existing and future uses, it is recommended that the observed parking ratios be applied to the proposed land uses to determine the appropriate peak hour parking demand. As shown in Table 4, the peak hour parking demand for the proposed mixed-use development is 94 spaces on a Wednesday and 138 spaces on a Friday based on the observed parking ratios.

Table 4 Proposed Parking Ratios

158 New England Ave (3 story Building)	Unit	City's Zoning Requirement		Projected Wednesday Peak Hour Conditions		Projected Friday Peak Hour Conditions	
		Parking Ratio	No. of Parking Spaces	Parking Ratio	Demand	Parking Ratio	Demand
Office	34,411 sf	4 per 1,000 sf	138	1.20 per 1,000 sf	41 ^A	1.45 per 1,000 sf	50 ^A
Retail	6,311 sf	4 per 1,000 sf	26	1.58 per 1,000 sf	10 ^B	1.91 per 1,000 sf	12 ^B
Restaurant	11,879 sf (380 seats)	1 per 4 seats	96	1 per 9 seats	43 ^B	1 per 5 seats	76 ^B
Total	52,601 sf	N/A	260	1.79 per 1,000 sf	94	2.62 per 1,000 sf	138

A – The peak hour for office use occurs between 1PM and 2PM

B – The peak hour for restaurant/retail occurs between 6PM and 7PM on a Wednesday and between 8PM and 9PM on a Friday.

The total future peak hour parking demand shown in Table 5 below indicates that 278 and 381 spaces would be required to satisfy the demand during the peak hour on a Wednesday and Friday, respectively. This is assuming that the peak hours for the different land uses coincide and happen at the same point in time. Even though the total peak hour demand on a Friday is higher than the available parking spaces, the demand for each land use does not occur

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during the same peak hour period. As discussed, the shared parking opportunity offered by mixed-use development comes from the staggered demand peaks associated with each use. Different land uses generate unique levels and patterns of parking demand. As demonstrated by the parking demand profile for the Bank of America garage, the demand for office use is during the day (between 8AM and 5PM), whereas the demand for restaurant use is during the evening (after 5PM). Therefore, the peak hour demand on a Wednesday can be easily accommodated by the 360 parking spaces (303 spaces in the garage and 57 in the new building).

Table 5 Future Parking Demand

Land Use	Existing Peak Hour Parking Demand		Project-related Peak Hour Parking Demand		Total Future Peak Hour Parking Demand	
	Wednesday	Friday	Wednesday	Friday	Wednesday	Friday
Office	78	94	41	50	119	144
Retail	32	38	10	12	42	50
Restaurant	35	63	43	76	78	139
Unassigned	39	48	N/A	N/A	39	48
Total	184	243	94	138	278	381

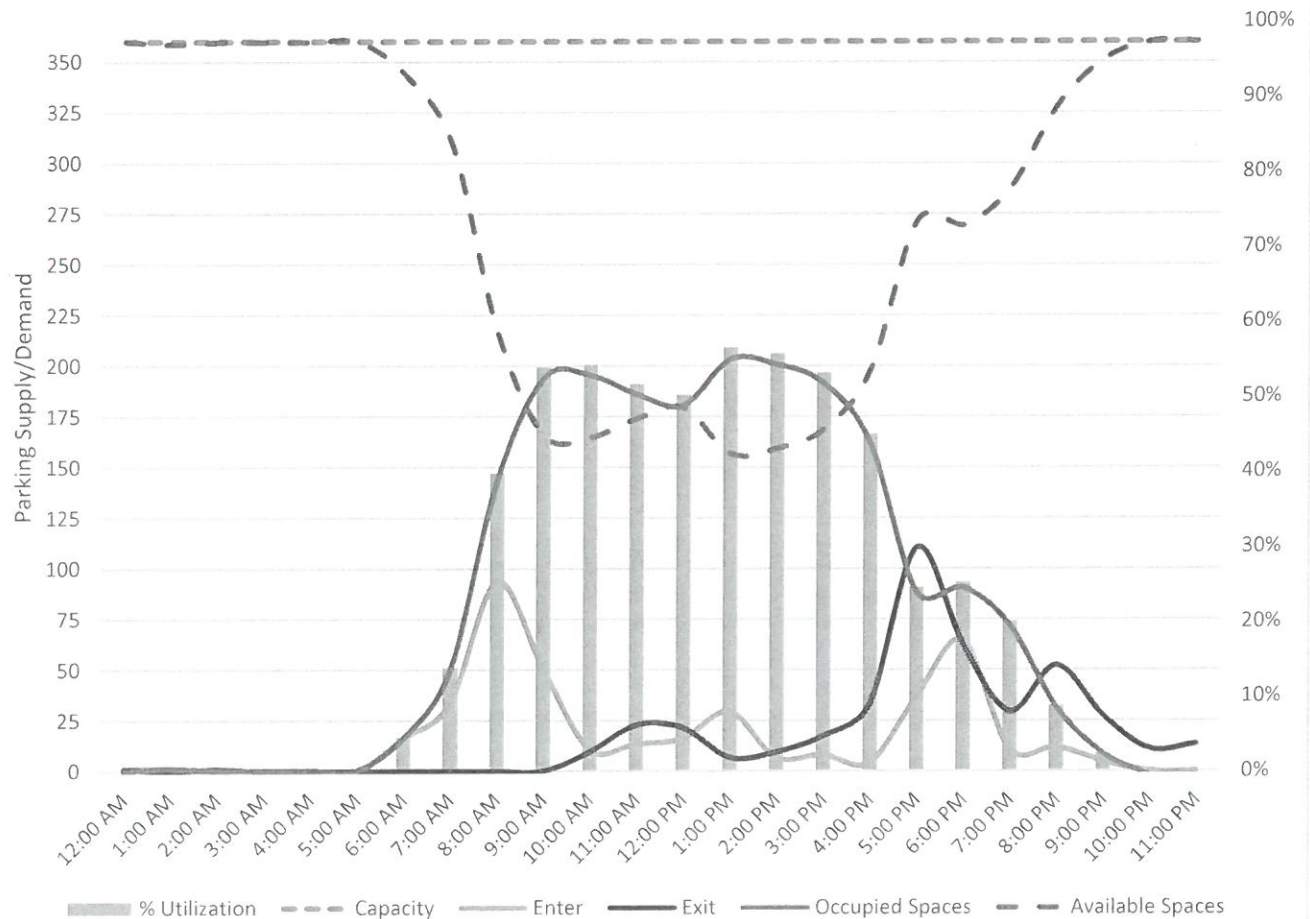
To substantiate the parking demand profile for office use versus restaurant/retail use, Figures 6 and 7 were developed to illustrate the total hourly demand throughout the day on a Wednesday and Friday. The hourly demand was developed based on the existing parking utilization observed at the existing garage (mainly used by office employee) and the existing surface lot (mainly used by restaurant and other uses). As discussed, the parking demand for restaurant patrons at the 250 S Park Avenue building mainly occurs after 5PM. Therefore, the parking demand for patrons of the restaurant use at both the 250 S Park Avenue building and the new 158 New England building is only accounted for after 5PM. Based on the above assumption, the total combined demand of 207 spaces is expected to occur during the 1PM-2PM hour on a Wednesday. This peak demand is approximately 56 percent of the number of parking spaces provided. On a Friday, the total combined demand of 250 spaces is expected to occur during the 2PM-3PM hour. This peak demand is approximately 68 percent of the provided parking spaces. The proposed parking supply and demand are provided in Appendix C.

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Figure 6: Proposed Typical Wednesday Conditions
Garage/Underground Parking Supply vs Demand and Utilization Profile

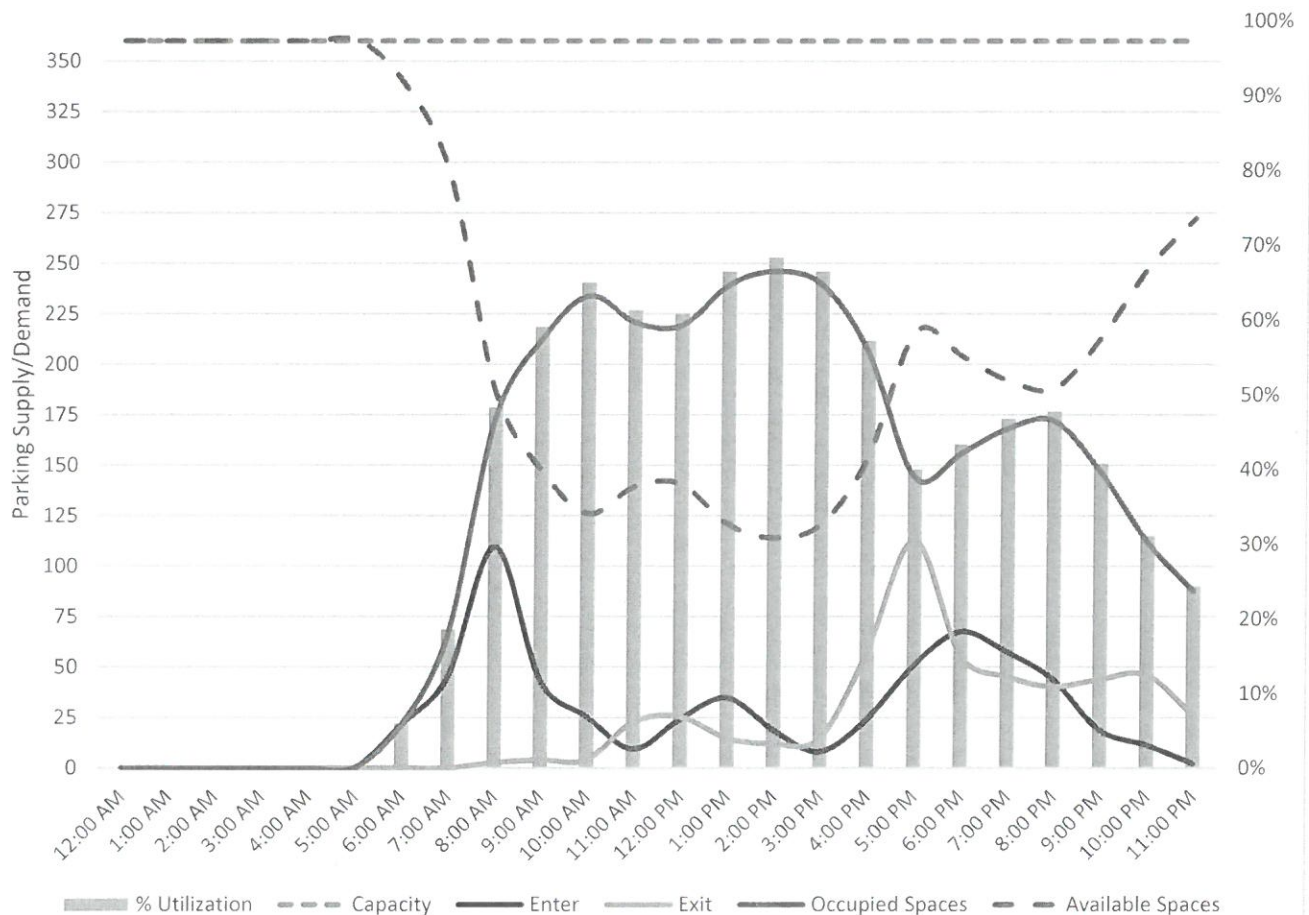


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Memorandum

Figure 7: Proposed Typical Friday Conditions
Garage/Underground Parking Supply vs Demand and Utilization Profile



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Memorandum

Summary of Findings and Recommendations

Based on a comprehensive parking supply and demand analysis performed based on parking observations and data collection at the existing Bank of America parking garage and surface lot, the following findings and recommendations were developed:

- Based on the City's zoning requirements, the existing 94,751 sf of mixed-use space and the proposed 52,601 sf mixed-use development require 420 and 260 spaces, respectively.
- VHB conducted a parking study to monitor existing parking occupancy and demand during the January 27 through January 29, 2016 time period. The data indicated that the existing parking supply is substantially underutilized. There were always at least 151 and 119 parking spaces available in the garage on a Wednesday and Friday, respectively.
- As demonstrated in the existing parking occupancy and demand counts at the parking garage, approximately 50 percent and 61 percent of the total parking supply is utilized and/or occupied throughout the day during a Wednesday and Friday, respectively. The lower parking ratio estimated for the 158 New England Avenue building (2.62 spaces/1,000 square feet) is generally consistent with parking utilization derived from the June 7, 2013, City of Winter Park Parking Study Update performed for Downtown Winter Park (2.71 spaces/1,000 square feet). The provision of parking required by zoning seems to be significantly higher than the parking needs to be generated by both the existing and proposed uses.
- Using the same parking ratio observed at the existing garage and surface lot, the peak parking demand for both the existing and proposed uses during a weekday peak (Wednesday from 1:00 PM to 2:00 PM) would continue to occupy/utilize less than 56% of the spaces where the peak demand on a Friday (from 2:00 PM to 3:00 PM) would occupy/utilize 68% of the spaces.
- The parking to be provided for the project is appropriate to satisfy the future parking demand given the mix of uses; proximity to transit; and differences in parking demand patterns by hour and day of week. The existing 303 space garage plus the proposed 57 at the new building plus surface space will be able to adequately accommodate both buildings parking needs.



Memorandum

APPENDICES

Appendix A - Historical Garage Usage

Appendix B - Existing Parking Supply and Demand

Appendix C - Proposed Parking Supply and Demand



Memorandum

Appendix A

Historical Garage Usage

2014 & 2015 Garage Usage Totals

January-14	February-14	March-14	April-14	May-14	June-14	July-14	August-14	September-14	October-14	November-14	December-14
1/1/2014 9	2/3/2014 163	3/3/2014 162	04/01/14 171	05/01/14 161	6/2/2014 155	7/1/2014 155	8/1/2014 153	9/1/2014 17	10/1/2014 152	11/3/2014 160	12/1/2014 168
1/2/2014 136	2/4/2014 151	3/4/2014 161	04/02/14 161	05/02/14 159	6/3/2014 153	7/2/2014 153	8/4/2014 157	9/2/2014 169	10/2/2014 158	11/4/2014 156	12/2/2014 152
1/3/2014 142	2/5/2014 159	3/5/2014 163	04/03/14 159	05/05/14 159	6/4/2014 155	7/3/2014 127	8/5/2014 162	9/3/2014 167	10/3/2014 150	11/5/2014 162	12/3/2014 159
1/6/2014 164	2/6/2014 152	3/6/2014 153	04/04/14 152	05/06/14 165	6/5/2014 139	7/4/2014 11	8/6/2014 158	9/4/2014 160	10/6/2014 152	11/6/2014 152	12/4/2014 168
1/7/2014 161	2/7/2014 158	3/7/2014 147	04/07/14 158	05/07/14 172	6/6/2014 147	7/7/2014 144	8/7/2014 151	9/5/2014 150	10/7/2014 158	11/7/2014 142	12/5/2014 154
1/8/2014 165	2/10/2014 144	3/10/2014 156	04/08/14 169	05/08/14 157	6/8/2014 139	7/8/2014 160	8/8/2014 143	9/8/2014 172	10/8/2014 159	11/10/2014 160	12/8/2014 144
1/9/2014 153	2/11/2014 159	3/11/2014 161	04/09/14 166	05/09/14 149	6/10/2014 144	7/9/2014 151	8/11/2014 158	9/9/2014 171	10/9/2014 157	11/11/2014 135	12/9/2014 153
1/10/2014 159	2/12/2014 158	3/12/2014 166	04/10/14 165	05/12/14 97	6/11/2014 152	7/10/2014 158	8/12/2014 168	9/10/2014 169	10/10/2014 144	11/13/2014 162	12/10/2014 155
1/13/2014 161	2/13/2014 158	3/13/2014 158	04/11/14 149	05/13/14 146	6/12/2014 146	7/11/2014 148	8/12/2014 156	9/11/2014 162	10/13/2014 123	11/13/2014 162	12/11/2014 149
1/14/2014 158	2/14/2014 158	3/14/2014 146	04/12/14 161	05/14/14 134	6/13/2014 143	7/14/2014 157	8/14/2014 167	9/12/2014 158	10/14/2014 152	11/14/2014 151	12/12/2014 155
1/15/2014 163	2/17/2014 49	3/17/2014 148	04/15/14 161	05/15/14 133	6/16/2014 143	7/15/2014 164	8/15/2014 153	9/15/2014 160	10/15/2014 160	11/17/2014 155	12/15/2014 147
1/16/2014 131	2/18/2014 161	3/18/2014 154	04/16/14 162	05/16/14 124	6/17/2014 142	7/16/2014 163	8/18/2014 162	9/16/2014 162	10/16/2014 159	11/18/2014 159	12/16/2014 150
1/17/2014 145	2/19/2014 157	3/19/2014 148	04/17/14 157	05/19/14 156	6/18/2014 156	7/17/2014 163	8/19/2014 163	9/17/2014 161	10/17/2014 153	11/19/2014 157	12/17/2014 141
1/20/2014 48	2/20/2014 154	3/20/2014 154	04/18/14 73	05/20/14 154	6/19/2014 156	7/18/2014 156	8/20/2014 169	9/18/2014 151	10/20/2014 144	11/20/2014 161	12/18/2014 145
1/21/2014 162	2/21/2014 145	3/21/2014 156	04/21/14 154	05/21/14 157	6/20/2014 136	7/21/2014 157	8/21/2014 161	9/19/2014 150	10/21/2014 158	11/21/2014 156	12/19/2014 149
1/22/2014 160	2/24/2014 161	3/24/2014 154	04/22/14 160	05/22/14 146	6/23/2014 157	7/22/2014 166	8/22/2014 166	9/22/2014 167	10/22/2014 164	11/24/2014 157	12/22/2014 136
1/23/2014 152	2/25/2014 158	3/25/2014 160	04/23/14 153	05/23/14 153	6/24/2014 155	7/23/2014 155	8/25/2014 170	9/23/2014 167	10/23/2014 150	11/25/2014 150	12/23/2014 137
1/24/2014 155	2/26/2014 168	3/26/2014 152	04/24/14 164	05/26/14 9	6/25/2014 154	7/24/2014 152	8/26/2014 171	9/24/2014 159	10/24/2014 140	11/26/2014 123	12/24/2014 92
1/27/2014 160	2/27/2014 160	3/27/2014 154	04/25/14 146	05/27/14 161	6/26/2014 142	7/25/2014 151	8/27/2014 171	9/25/2014 153	10/27/2014 157	11/27/2014 3	12/25/2014 3
1/28/2014 153	2/28/2014 151	3/28/2014 148	04/28/14 155	05/28/14 156	6/27/2014 142	7/28/2014 142	8/28/2014 167	9/26/2014 150	10/28/2014 150	11/28/2014 70	12/26/2014 65
1/29/2014 152			04/29/14 147	05/29/14 147	6/30/2014 143	7/29/2014 161	8/29/2014 146	9/29/2014 157	10/29/2014 162		12/29/2014 115
1/30/2014 160			04/30/14 160	05/30/14 138		7/31/2014 162		9/30/2014 155	10/31/2014 156		12/30/2014 112
1/31/2014 151											12/31/2014 104
143	151	156	156	142	146	150	159	154	153	141	133
January-15	February-15	March-15	April-15	May-15	June-15	July-15	August-15	Sept-15	Oct-15	Nov-15	Dec-15
01/01/15 6	02/02/15 148	03/02/15 149	04/01/15 149	05/01/15 148	6/1/2015 150	7/1/2015 132	8/3/2015 136	9/1/2015 152	10/1/2015 137	11/2/2015 154	12/1/2015 163
01/02/15 104	02/03/15 150	03/03/15 155	04/02/14 136	05/04/15 145	6/2/15 143	7/2/2015 116	8/4/2015 140	9/2/2015 144	10/2/2015 128	11/3/2015 156	12/2/2015 157
01/05/15 157	02/04/15 152	03/04/15 147	04/03/15 55	05/05/15 143	6/3/15 143	7/3/2015 34	8/5/2015 142	9/3/2015 139	10/5/2015 141	11/4/2015 159	12/3/2015 164
01/06/15 159	02/05/15 151	03/05/15 150	04/06/15 144	05/06/15 144	6/4/15 134	7/6/2015 127	8/6/2015 137	9/4/2015 133	10/6/2015 144	11/5/2015 157	12/4/2015 155
01/07/15 152	02/06/15 148	03/06/15 141	04/07/15 151	05/08/15 142	6/5/15 133	7/7/2015 130	8/7/2015 135	9/7/2015 11	10/7/2015 146	11/6/2015 143	12/7/2015 154
01/08/15 157	02/09/15 139	03/09/15 144	04/08/15 136	05/11/15 152	6/8/15 139	7/8/2015 138	8/10/2015 142	9/8/2015 144	10/8/2015 143	11/9/2015 143	12/8/2015 159
01/09/15 155	02/10/15 143	03/10/15 140	04/09/15 155	05/12/15 142	6/9/15 138	7/9/2015 135	8/11/2015 142	9/9/2015 139	10/9/2015 143	11/11/2015 114	12/9/2015 151
01/12/15 152	02/11/15 135	03/11/15 135	04/10/15 141	05/13/15 139	6/10/15 143	7/10/2015 128	8/12/2015 138	9/10/2015 143	10/12/2015 127	11/12/2015 140	12/10/2015 154
01/13/15 154	02/12/15 139	03/12/15 135	04/13/15 153	05/14/15 132	6/11/15 141	7/13/2015 145	8/13/2015 144	9/11/2015 143	10/13/2015 154	11/13/2015 136	12/11/2015 148
01/14/15 141	02/13/15 134	03/13/15 136	04/14/15 148	05/15/15 132	6/12/15 134	7/14/2015 139	8/14/2015 134	9/14/2015 143	10/14/2015 148	11/16/2015 148	12/14/2015 142
01/15/15 153	02/16/15 39	03/16/15 129	04/15/15 152	05/18/15 147	6/15/15 154	7/15/2015 143	8/17/2015 137	9/15/2015 144	10/15/2015 149	11/17/2015 147	12/15/2015 146
01/16/15 140	02/17/15 141	03/17/15 132	04/16/15 150	05/19/15 151	6/16/15 151	7/16/2015 147	8/18/2015 140	9/16/2015 154	10/16/2015 121	11/18/2015 144	12/16/2015 151
01/19/15 35	02/18/15 136	03/18/15 135	04/17/15 145	05/20/15 156	6/17/15 136	7/17/2015 135	8/19/2015 139	9/17/2015 144	10/19/2015 145	11/20/2015 149	12/17/2015 154
01/20/15 159	02/19/15 137	03/19/15 132	04/20/15 152	05/21/15 151	6/18/15 135	7/20/2015 145	8/20/2015 147	9/18/2015 143	10/20/2015 140	11/20/2015 147	12/18/2015 143
01/21/15 162	02/20/15 130	03/20/15 136	04/21/15 151	05/22/15 120	6/19/15 131	7/21/2015 149	8/21/2015 144	9/21/2015 135	10/21/2015 148	11/23/2015 138	12/21/2015 134
01/22/15 152	02/23/15 130	03/23/15 132	04/22/15 144	05/25/15 12	6/22/15 149	7/22/2015 146	8/24/2015 156	9/22/2015 132	10/22/2015 150	11/24/2015 146	12/22/2015 139
01/23/15 155	02/24/15 155	03/24/15 137	04/23/15 148	05/26/15 148	6/23/15 143	7/23/2015 140	8/25/2015 141	9/23/2015 133	10/23/2015 131	11/25/2015 113	12/23/2015 129
01/26/15 156	02/25/15 152	03/25/15 130	04/24/15 139	05/27/15 142	6/24/15 151	7/24/2015 135	8/26/2015 148	9/24/2015 144	10/26/2015 142	11/26/2015 3	12/24/2015 80
01/27/15 151	02/26/15 145	03/26/15 132	04/27/15 139	05/28/15 142	6/25/15 139	7/27/2015 142	8/27/2015 149	9/25/2015 137	10/27/2015 149	11/27/2015 64	12/25/2015 0
01/29/15 125	02/27/15 143	03/27/15 130	04/28/15 142	05/29/15 136	6/26/15 129	7/28/2015 140	8/28/2015 147	9/28/2015 135	10/28/2015 156	11/30/2015 152	12/28/2015 107
01/30/15 149		03/30/15 143	04/29/15 144		6/29/15 132	7/29/2015 143	8/31/2015 144	9/29/2015 142	10/29/2015 139		12/29/2015 111
		03/31/15 140	04/30/15 142		6/30/15 138	7/31/2015 142		9/30/2015 138	10/30/2015 136		12/30/2015 113
137	138	138	141	137	140	134	142	135	142	133	132

Source: BFC New England, LLC



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Appendix B

Existing Parking Supply and Demand

Existing Wednesday												
	Garage						Surface Lot					
	Capacity	Enter	Exit	Occupied Spaces	Available Spaces	% Utilization	Capacity	Enter	Exit	Occupied Spaces	Available Spaces	% Utilization
12:00 AM	303			0	303	0%	67	1	1	0	67	0%
1:00 AM	303	1		1	302	0%	67			0	67	0%
2:00 AM	303		1	0	303	0%	67			0	67	0%
3:00 AM	303			0	303	0%	67			0	67	0%
4:00 AM	303			0	303	0%	67			0	67	0%
5:00 AM	303			0	303	0%	67			0	67	0%
6:00 AM	303	12		12	291	4%	67			0	67	0%
7:00 AM	303	25		37	266	12%	67			0	67	0%
8:00 AM	303	70		107	196	35%	67			0	67	0%
9:00 AM	303	38		145	158	48%	67			0	67	0%
10:00 AM	303	8	7	146	157	48%	67			0	67	0%
11:00 AM	303	10	17	139	164	46%	67			0	67	0%
12:00 PM	303	12	16	135	168	45%	67			0	67	0%
1:00 PM	303	22	5	152	151	50%	67			0	67	0%
2:00 PM	303	5	7	150	153	50%	67			0	67	0%
3:00 PM	303	6	13	143	160	47%	67			0	67	0%
4:00 PM	303	3	25	121	182	40%	67			18	49	27%
5:00 PM	303	1	58	64	239	21%	67	15	14	19	48	28%
6:00 PM	303	1	22	43	260	14%	67	27	14	32	35	48%
7:00 PM	303	1	15	29	274	10%	67	4	4	32	35	48%
8:00 PM	303		4	25	278	8%	67	5	20	17	50	25%
9:00 PM	303		3	22	281	7%	67	2	10	9	58	13%
10:00 PM	303		3	19	284	6%	67		3	6	61	9%
11:00 PM	303		3	16	287	5%	67		4	2	65	3%
Total	303	215	199	152	151	50%	67	54	70	32	35	48%

Existing Thursday												
	Garage						Surface Lot					
	Capacity	Enter	Exit	Occupied Spaces	Available Spaces	% Utilization	Capacity	Enter	Exit	Occupied Spaces	Available Spaces	% Utilization
12:00 AM	303	2		2	301	1%	67	2	2	0	67	0%
1:00 AM	303		2	0	303	0%	67			0	67	0%
2:00 AM	303			0	303	0%	67			0	67	0%
3:00 AM	303			0	303	0%	67			0	67	0%
4:00 AM	303			0	303	0%	67			0	67	0%
5:00 AM	303			0	303	0%	67			0	67	0%
6:00 AM	303	12		12	291	4%	67			0	67	0%
7:00 AM	303	19	1	30	273	10%	67			0	67	0%
8:00 AM	303	57	1	86	217	28%	67			0	67	0%
9:00 AM	303	30	4	112	191	37%	67			0	67	0%
10:00 AM	303	13	3	122	181	40%	67			0	67	0%
11:00 AM	303	5	17	110	193	36%	67			0	67	0%
12:00 PM	303	15	18	107	196	35%	67			0	67	0%
1:00 PM	303	25	3	129	174	43%	67			0	67	0%
2:00 PM	303	8	5	132	171	44%	67			0	67	0%
3:00 PM	303	6	7	131	172	43%	67			0	67	0%
4:00 PM	303	2	31	102	201	34%	67			10	57	15%
5:00 PM	303		53	49	254	16%	67	9	13	6	61	9%
6:00 PM	303	2	26	25	278	8%	67	20	13	13	54	19%
7:00 PM	303	2	9	18	285	6%	67	9	4	18	49	27%
8:00 PM	303	2	1	19	284	6%	67	5	10	13	54	19%
9:00 PM	303	1	4	16	287	5%	67	1	4	10	57	15%
10:00 PM	303			16	287	5%	67	2	6	6	61	9%
11:00 PM	303			16	287	5%	67		6	0	67	0%
Total	303	201	185	132	171	44%	67	48	58	18	49	27%

Existing Friday												
	Garage						Surface Lot					
	Capacity	Enter	Exit	Occupied Spaces	Available Spaces	% Utilization	Capacity	Enter	Exit	Occupied Spaces	Available Spaces	% Utilization
12:00 AM	303			0	303	0%	67			0	67	0%
1:00 AM	303			0	303	0%	67			0	67	0%
2:00 AM	303			0	303	0%	67			0	67	0%
3:00 AM	303			0	303	0%	67			0	67	0%
4:00 AM	303			0	303	0%	67			0	67	0%
5:00 AM	303			0	303	0%	67			0	67	0%
6:00 AM	303	16		16	287	5%	67			0	67	0%
7:00 AM	303	34		50	253	17%	67			0	67	0%
8:00 AM	303	82	2	130	173	43%	67			0	67	0%
9:00 AM	303	32	3	159	144	52%	67			0	67	0%
10:00 AM	303	19	3	175	128	58%	67			0	67	0%
11:00 AM	303	7	17	165	138	54%	67			0	67	0%
12:00 PM	303	18	19	164	139	54%	67			0	67	0%
1:00 PM	303	26	11	179	124	59%	67			0	67	0%
2:00 PM	303	14	9	184	119	61%	67			0	67	0%
3:00 PM	303	6	11	179	124	59%	67			0	67	0%
4:00 PM	303	18	43	154	149	51%	67			40	27	60%
5:00 PM	303	9	57	106	197	35%	67	17	16	41	26	61%
6:00 PM	303	6	21	91	212	30%	67	26	12	55	12	82%
7:00 PM	303	7	3	95	208	31%	67	21	18	58	9	87%
8:00 PM	303	2	1	96	207	32%	67	18	17	59	8	88%
9:00 PM	303	2	2	96	207	32%	67	7	18	48	19	72%
10:00 PM	303		2	94	209	31%	67	5	19	34	33	51%
11:00 PM	303		1	93	210	31%	67	1	11	24	43	36%
Total	303	298	205	184	119	61%	67	95	111	59	8	88%



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Appendix C

Proposed Parking Supply and Demand

Typical Wednesday Conditions																																	
Existing Conditions												Proposed Demand												Proposed Supply vs Demand									
Garage (for Office employees)						Existing Surface Lot (Spaces in the Garage can be available for restaurant patrons/valet uses after 5pm)						Grand Total (Garage Only)						Office/Retail			Restaurant			Total Demand			Grand Total (Existing Garage + 57 new spaces at the new building at 158 New England Avenue)						
Capacity	Enter	Exit	Occupied Spaces	Available Spaces	% Utilization	Capacity	Enter	Exit	Occupied Spaces	Available Spaces	% Utilization	Capacity	Enter	Exit	Occupied Spaces	Available Spaces	% Utilization	Enter	Exit	Occupied Spaces	Enter	Exit	Occupied Spaces	Enter	Exit	Occupied Spaces	Capacity	Enter	Exit	Occupied Spaces	Available Spaces	% Utilization	
12:00 AM	303		0	303	0%	67	1	1	0	67	0%	303	1	1	0	303	0%	0	0	0	0	0	0	0	0	0	360	1	1	0	360	0%	
1:00 AM	303	1	1	302	0%	67			0	67	0%	303	1	0	1	302	0%	0	0	0	0	0	0	0	0	0	360	1	0	1	359	0%	
2:00 AM	303		0	303	0%	67			0	67	0%	303	0	1	0	303	0%	0	0	0	0	0	0	0	0	0	360	0	1	0	360	0%	
3:00 AM	303		0	303	0%	67			0	67	0%	303	0	0	0	303	0%	0	0	0	0	0	0	0	0	0	360	0	0	0	360	0%	
4:00 AM	303		0	303	0%	67			0	67	0%	303	0	0	0	303	0%	0	0	0	0	0	0	0	0	0	360	0	0	0	360	0%	
5:00 AM	303		0	303	0%	67			0	67	0%	303	0	0	0	303	0%	0	0	0	0	0	0	0	0	0	360	0	0	0	360	0%	
6:00 AM	303	12	12	291	4%	67			0	67	0%	303	12	0	12	291	4%	4	0	4	0	0	0	4	0	4	360	16	0	16	344	5%	
7:00 AM	303	25	37	266	12%	67			0	67	0%	303	25	0	37	266	12%	8	0	12	0	0	0	8	0	12	360	33	0	50	310	14%	
8:00 AM	303	70	107	196	35%	67			0	67	0%	303	70	0	107	196	35%	23	0	36	0	0	0	23	0	36	360	93	0	143	217	40%	
9:00 AM	303	38	145	158	48%	67			0	67	0%	303	38	0	145	158	48%	13	0	49	0	0	0	13	0	49	360	51	0	194	166	54%	
10:00 AM	303	8	146	157	48%	67			0	67	0%	303	8	7	146	157	48%	3	2	49	0	0	0	3	2	49	360	11	9	195	165	54%	
11:00 AM	303	10	139	164	46%	67			0	67	0%	303	10	17	139	164	46%	3	6	47	0	0	0	3	6	47	360	13	23	186	174	52%	
12:00 PM	303	12	135	168	45%	67			0	67	0%	303	12	16	135	168	45%	4	5	45	0	0	0	4	5	45	360	16	21	181	179	50%	
1:00 PM	303	22	5	152	51%	67			0	67	0%	303	22	5	152	151	50%	7	2	51	0	0	0	7	2	51	360	29	7	203	157	56%	
2:00 PM	303	5	7	150	153	50%	67			0	67	0%	303	5	7	150	153	50%	2	2	50	0	0	0	2	2	50	360	7	9	201	159	56%
3:00 PM	303	6	13	143	160	47%	67			0	67	0%	303	6	13	143	160	47%	2	4	48	0	0	0	2	4	48	360	8	17	191	169	53%
4:00 PM	303	3	25	121	182	40%	67			18	49	27%	303	3	25	121	182	40%	1	8	41	0	0	24	1	8	41	360	4	33	162	198	45%
5:00 PM	303	1	58	64	23%	67	15	14	19	48	28%	303	16	72	65	238	21%	0	19	21	20	19	26	20	38	47	360	36	110	88	272	24%	
6:00 PM	303	1	22	43	26%	67	27	14	32	35	48%	303	28	36	57	246	19%	0	7	14	36	19	43	37	26	57	360	65	62	91	269	25%	
7:00 PM	303	1	15	29	27%	67	4	4	32	35	48%	303	5	19	43	260	14%	0	5	10	5	5	43	6	10	53	360	11	29	72	288	20%	
8:00 PM	303		4	25	27%	67	5	20	17	50	25%	303	5	24	24	279	8%	0	1	8	7	27	23	7	28	31	360	12	52	31	329	9%	
9:00 PM	303		3	22	28%	67	2	10	9	58	13%	303	2	13	13	290	4%	0	1	7	3	13	12	3	14	19	360	5	27	9	351	2%	
10:00 PM	303		3	19	28%	67		3	6	61	9%	303	0	6	7	296	2%	0	1	6	0	4	8	0	5	14	360	0	11	-2	360	0%	
11:00 PM	303		3	16	28%	67		4	2	65	3%	303	0	7	0	303	0%	0	1	5	0	5	3	0	6	8	360	0	13	-16	360	0%	
Total	303	215	199	152	151	50%	67	54	70	32	35	48%	303	269	269	152	151	50%	72	66	51	71	93	43	143	159	65	360	412	428	203	157	56%

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Typical Friday Conditions																																	
Existing Conditions												Proposed Demand										Proposed Supply vs Demand											
Garage (for Office employees)						Existing Surface Lot (Spaces in the Garage can be available for restaurant patrons/valet uses after 5pm)						Grand Total (Garage Only)						Office/Retail			Restaurant			Total Demand				Grand Total (Existing Garage + 57 new spaces at the new building at 158 New England Avenue)					
Capacity	Enter	Exit	Occupied Spaces	Available Spaces	% Utilization	Capacity	Enter	Exit	Occupied Spaces	Available Spaces	% Utilization	Capacity	Enter	Exit	Occupied Spaces	Available Spaces	% Utilization	Enter	Exit	Occupied Spaces	Enter	Exit	Occupied Spaces	Enter	Exit	Occupied Spaces	Capacity	Enter	Exit	Occupied Spaces	Available Spaces	% Utilization	
12:00 AM	303			0	303	0%	67			0	67	0%	303	0	0	0	303	0%	0	0	0	0	0	0	0	0	0	360	0	0	0	360	0%
1:00 AM	303			0	303	0%	67			0	67	0%	303	0	0	0	303	0%	0	0	0	0	0	0	0	0	0	360	0	0	0	360	0%
2:00 AM	303			0	303	0%	67			0	67	0%	303	0	0	0	303	0%	0	0	0	0	0	0	0	0	0	360	0	0	0	360	0%
3:00 AM	303			0	303	0%	67			0	67	0%	303	0	0	0	303	0%	0	0	0	0	0	0	0	0	0	360	0	0	0	360	0%
4:00 AM	303			0	303	0%	67			0	67	0%	303	0	0	0	303	0%	0	0	0	0	0	0	0	0	0	360	0	0	0	360	0%
5:00 AM	303			0	303	0%	67			0	67	0%	303	0	0	0	303	0%	0	0	0	0	0	0	0	0	0	360	0	0	0	360	0%
6:00 AM	303	16		16	287	5%	67			0	67	0%	303	16	0	16	287	5%	5	0	5	0	0	0	5	0	5	360	21	0	21	339	6%
7:00 AM	303	34		50	253	17%	67			0	67	0%	303	34	0	50	253	17%	11	0	17	0	0	0	11	0	17	360	45	0	67	293	19%
8:00 AM	303	82	2	130	173	43%	67			0	67	0%	303	82	2	130	173	43%	28	1	44	0	0	0	28	1	44	360	110	3	174	186	48%
9:00 AM	303	32	3	159	144	52%	67			0	67	0%	303	32	3	159	144	52%	11	1	54	0	0	0	11	1	54	360	43	4	213	147	59%
10:00 AM	303	19	3	175	128	58%	67			0	67	0%	303	19	3	175	128	58%	6	1	59	0	0	0	6	1	59	360	25	4	234	126	65%
11:00 AM	303	7	17	165	138	54%	67			0	67	0%	303	7	17	165	138	54%	2	6	56	0	0	0	2	6	56	360	9	23	221	139	61%
12:00 PM	303	18	19	164	139	54%	67			0	67	0%	303	18	19	164	139	54%	6	6	55	0	0	0	6	6	55	360	24	25	219	141	61%
1:00 PM	303	26	11	179	124	59%	67			0	67	0%	303	26	11	179	124	59%	9	4	60	0	0	0	9	4	60	360	35	15	239	121	66%
2:00 PM	303	14	9	184	119	61%	67			0	67	0%	303	14	9	184	119	61%	5	3	62	0	0	0	5	3	62	360	19	12	246	114	68%
3:00 PM	303	6	11	179	124	59%	67			0	67	0%	303	6	11	179	124	59%	2	4	60	0	0	0	2	4	60	360	8	15	239	121	66%
4:00 PM	303	18	43	154	149	51%	67			40	27	60%	303	18	43	154	149	51%	6	14	52	0	0	0	6	14	52	360	24	57	206	154	57%
5:00 PM	303	9	57	106	197	35%	67	17	16	41	26	61%	303	26	73	107	196	35%	3	19	36	22	21	53	25	40	89	360	51	113	144	216	40%
6:00 PM	303	6	21	91	212	30%	67	26	12	55	12	82%	303	32	33	106	197	35%	2	7	31	33	15	71	36	23	102	360	68	56	156	204	43%
7:00 PM	303	7	3	95	208	31%	67	21	18	58	9	87%	303	28	21	113	190	37%	2	1	32	27	23	75	29	24	107	360	57	45	168	192	47%
8:00 PM	303	2	1	96	207	32%	67	18	17	59	8	88%	303	20	18	115	188	38%	1	0	32	23	22	76	24	22	108	360	44	40	172	188	48%
9:00 PM	303	2	2	96	207	32%	67	7	18	48	19	72%	303	9	20	104	199	34%	1	1	32	9	23	62	10	24	94	360	19	44	147	213	41%
10:00 PM	303		2	94	209	31%	67	5	19	34	33	51%	303	5	21	88	215	29%	0	1	32	6	24	44	6	25	75	360	11	46	112	248	31%
11:00 PM	303		1	93	210	31%	67	1	11	24	43	36%	303	1	12	77	226	25%	0	0	31	1	14	31	1	15	62	360	2	27	88	272	24%
Total	303	298	205	184	119	61%	67	95	111	59	8	88%	303	393	316	184	119	61%	100	69	62	122	143	76	223	212	108	360	616	528	246	114	68%

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