



city commission agenda

Regular Meeting
November 13, 2017
3:30 PM
Commission Chambers

mayor & commissioners

seat 1
Gregory Seidel

seat 2
Sarah Sprinkel

Mayor
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 the 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. The 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

**times are projected and
subject to change*

- 1. Meeting Called to Order**
- 2. Invocation**
 - a. Reverend Alison Harrity, St. Richard's Episcopal Church**
- Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Mayor's Report**
- 5. City Manager's Report**

- a. **City Manager's Report**
- 6. City Attorney's Report**
- 7. Non-Action Items**
- 8. Citizen Comments and budget comments | 5 p.m. or soon thereafter**
- 9. Consent Agenda**
 - a. **Approve the October 23, 2017 minutes.**
 - b. **Cancel the December 25, 2017 Commission meeting due to the Christmas holiday.**
 - c. **Approve the following piggyback agreements and authorize the Mayor to execute the contracts:** 5 minutes
 - 1. Motorola Solutions, Inc. - Broward County contract #RFP R1422515R1/P1 for a P25 Communications System & Service; \$300,000.
 - 2. Dana Safety Supply, Inc. - City of Tallahassee contract #1489 for the Provision & Installation of Vehicle Accessories; As-Needed Basis.
 - d. **Approve the following agreements and authorize the Mayor to execute the contracts:** 5 minutes
 - 1. Argos USA, Inc. - IFB-1-2018 - Purchase of Concrete Materials for various projects & maintenance throughout the city; As-needed basis.
 - 2. Physio Control, Inc. - Three-year service agreement for comprehensive coverage of the Fire Department's LifePak 15 System; \$15,739.20.
 - 3. Physio Control, Inc. - Three-year service agreement for comprehensive coverage of the Fire Department's LUCAS System; \$2,631.60.
 - e. **Approve the following purchases over \$75,000 and authorize all subsequent payments:** 5 minutes
 - 1. Ten-8 Fire Equipment, Inc. - FY18 purchases of fire equipment parts, supplies & service utilizing piggyback agreement of Lake County contract #17-0606L; \$100,000.
 - 2. Duval Ford, LLC - Replacement vehicles for the Police (12), Fire (1) and Water/Wastewater (2) Departments utilizing Florida Sheriffs Association contract #FSA17-VEL25.0 and State of Florida contract #25100000-16-1; \$415,520.50.
 - 3. HDD of Florida, LLC - Provision of

- underground utility services for the citywide undergrounding initiative; \$1,500,000.
4. Heart Utilities of Jacksonville, Inc. - Provision of underground utility services for the citywide undergrounding initiative; \$1,800,000.
 5. Covanta Energy Marketing, LLC - FY18 bulk power supply, \$5,125,399.
 6. Gainesville Regional Utilities - FY18 bulk power supply; \$5,014,920.
 7. Orlando Utilities Commission - FY18 bulk power supply & power transmission; \$4,547,569.
 8. Florida Power & Light Co. - FY18 bulk power supply & power transmission; \$10,859,193.
 9. Duke Energy - FY18 power transmission pursuant to Duke Energy tariff; \$2,289,338.
 10. ENCO Utility Services - FY18 Utility Call Center services; \$80,000.
 11. The Nidy Sports Construction Co. - Reconstruction of courts 1-8 at the Azalea Park Tennis Center utilizing NCPA contract; \$199,000.

10. Action Items Requiring Discussion

- | | |
|---|------------|
| a. Agreement for Roadway Improvement Contributions for Ravaudage | 30 minutes |
|---|------------|

- | | |
|--|------------|
| b. Conceptual Design Approval - Library & Events Center | 30 minutes |
|--|------------|

Approve conceptual design of the new Library & Events Center Project and move toward schematic design and ultimately construction documents.

11. Public Hearings

- | | |
|---|------------|
| a. Ordinance - FY 2017 Budget Amendments (2) | 5 minutes |
| b. Ordinance - W. Canton Avenue easement vacate (2) | 5 minutes |
| c. Ordinance - Amend the "Comprehensive Plan" Future Land Use Map to change from an Institutional Future Land Use designation to a Medium Density Residential Future Land Use designation on the First Church of Christ Scientist property at 650 North New York Avenue. (2) | 5 minutes |
| d. Ordinance - To amend the "Subdivision Regulations" so as to establish minimum criteria and standards for the subdivision or | 15 minutes |

split of lakefront portions of properties across the street from the principal residence (1)

- e. Request of Deborah Crown and Brandon & Jennifer Lenox for subdivision or lot split approval to divide the lakefront portion of the property at 1486 Alabama Drive** 15 minutes
- f. Ordinance - Sale of 1111 W. Fairbanks Avenue (1)** 5 minutes
- g. Interlocal agreement with Orange County to permit the annexation of the enclaves at 1562 W. Fairbanks Avenue** 15 minutes
- h. Request of Interplan for conditional use approval to build a PDQ drive-through restaurant at 925 S. Orlando Avenue** 30 minutes
- i. Ordinance - 540 Interlachen Avenue easement vacate (1)**
- j. Resolution - Notice of Intent - Pansy Avenue Street Bricking - Proposed Non-Ad Valorem Assessment**

12. City Commission Reports

Appeals and Assistance

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

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



city commission **agenda item**

item type	City Manager's Report	meeting date	11/13/2017
prepared by	City Clerk	approved by	
board approval	final vote		
strategic objective			

subject

City Manager's Report

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

Description

City Manager's Report

Upload Date

11/7/2017

Type

Cover Memo



city commission city manager's report

item type

City Manager's Report

meeting date

November 13, 2017

Below are issues of interest to the Commission and community that are currently being worked on by staff, but do not currently require action on the Commission agenda. These items are being tracked to provide the Commission and community the most up to date information regarding the status of the various issues. The City Manager will be happy to answer questions or provide additional updates at the meeting.

issue	update
Quiet zones	(FDOT update October 2017) –The current activities include completing design plans, procurement of materials supply and delivery and wiring of Central Florida Rail Corridor (CFRC) signal houses. Design completion by November 2017, materials procurement by January 2019, and construction completion by August 2019.
Seminole County Ditch Drainage Improvement	The City of Winter Park has contracted services for dredging the drainage ditch behind the homes along the east side of Arbor Park Drive. Dredging began the week of October 16, 2017.
Electric undergrounding	<p><u>Miles of Undergrounding performed</u></p> <p>Project F: 1.54 miles (95% complete)</p> <p>TOTAL so far for FY 2018: .5 miles</p>
Fairbanks transmission	All information required by Duke has been provided for contractors to begin the Fairbanks conversion. Expected start date of 1/1/18.
Orange Avenue corridor study	Completed. Stakeholder meetings finished. Staff presented findings at the October 23rd Commission meeting.
Denning Drive	Phase 1 construction (from Orange Avenue to Fairbanks Avenue) began October 9 with demolition. Curb work and grading is underway and will be complete before the end of the year. Phase 2 (Fairbanks Avenue to Webster Avenue) is expected to begin January 2018 and be complete May 2018 during the dry season. Phase 3 (Webster to Solana) will follow directly behind phase 2 with entire project wrapped in early summer 2018.
Scenic Boat Tour ADA ramp	Construction of the new concrete ramp is underway and will substantially be complete by mid-November 2017 to meet the City's obligation.

Library Design	Following the November 1, 2017 unveiling of the Library/Event Center design, and approval of the concept on November 13, 2017, the architects will continue to move toward the next phase of drawings and ultimately the construction plans.
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Once projects have been resolved, they will remain on the list for one additional meeting to share the resolution with the public and then be removed.



city commission **agenda item**

item type	Consent Agenda	meeting date	11/13/2017
prepared by	City Clerk	approved by	
board approval	N/A final vote		
strategic objective			

subject

Approve the October 23, 2017 minutes.

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

Description

October 23, 2017 minutes

Upload Date

11/7/2017

Type

Cover Memo

REGULAR MEETING OF THE CITY COMMISSION
October 23, 2017

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

Members present:

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

Also Present:

City Manager Randy Knight
City Clerk Cynthia Bonham
City Attorney Dan Langley

Approval of agenda

City Manager Knight announced that public hearing items 'b' and 'c' are being pulled from the agenda. **Motion made by Commissioner Cooper to approve the agenda with the deletion of public hearings 'b' and 'c'; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.**

Mayor's Report

a. Week of the Family Proclamation

Mary Rahter, Week of the Family Foundation Chair, commented about the importance of family time together and the events the City sponsors to make that happen. Mayor Leary presented Ms. Rahter with a proclamation proclaiming November 4-11 as "Week of the Family".

City Manager's Report

City Manager Knight announced the Veteran's Day event scheduled for November 10 at 10:00 a.m.

Commissioner Seidel spoke about the quiet zones information on the City Manager's Report and offered to go with the City Manager to meet with FDOT to try and accelerate that project. He stated maybe the City could advance the FDOT funds to be repaid as an option to expedite the project. Discussion ensued that the FDOT portion is about \$1.4 million, the meeting would only be to investigate options and to obtain their schedule to see if the City has to wait another two years for the project to be completed or if the project can be jump started.

Assistant Public Works Director Don Marcotte addressed the agreements signed with the State and that FDOT's focus at this time is the second phase of SunRail so most of their contractors are working there. He stated if we had the funding we could go to bid to obtain other contractors to do the work quicker. Commissioner

Cooper agreed that Commissioner Seidel along with staff meet with FDOT. Upon further discussion, there was a general consensus that the City Manager and staff obtain more information from FDOT along with their schedule to provide to the Commission and then determine where to go from there.

City Manager Knight updated the Commission on debris removal throughout the City from Hurricane Irma.

City Attorney's Report

No report.

Non-Action Items

a. Update on Progress Point and Orange Avenue

Planning Director Dori Stone provided an update on what is being done on Orange Avenue and Progress Point and shared what staff has received from interested parties in the community. She addressed Progress Point and Orange Avenue being tied together and the comprehensive plan looking at Orange Avenue as a gateway corridor. She summarized the land use and zoning districts and some of the redevelopment improvements that have already taken place on Orange Avenue that they need to continue to encourage. She spoke about the City's property (Progress Point) that has the opportunity to set the tone for what happens in redevelopment along Orange Avenue.

Ms. Stone shared potential development scenarios for Orange Avenue in looking at a variety of uses. She summarized conceptual site plans submitted for preliminary discussions for possibilities on the site and the opportunities that each option has with a development price tag or anticipated return to the City based on the development potential. She also addressed the trade-offs that included public parking versus private parking, open space versus density, and scale and design standards. Ms. Stone spoke about what they can do today: create a public parking lot along the railroad to address parking concerns today (not to preclude future partnerships); or to sell part or all today as office or commercial; and/or if they should through a continued public process to create a mixed use district to apply to Progress Point and Orange Avenue.

Ms. Stone spoke about their six month timeline where they will continue to engage the large property owners along Orange Avenue for a more detailed discussion on the corridor. They will review the Orange Avenue streetscape project and look at future corridor potential (urban design, mobility, open space, and parking); and they will continue to move forward with a mixed use option for consideration by the Commission before selling the property (if that is decided) because of the benefit for the community for more open space and shared parking and parking options. They will also have dialog about height and size and activity and pedestrian activity.

Ms. Stone answered questions of the Commission. Mayor Leary wanted to also include the smaller property owners in the discussions. Commissioner Seidel asked if any property owners are willing to help pay for parking. Ms. Stone stated it is too early because they are not sure of what the solution is going to be and after that is decided by the Commission they can have those conversations.

Commissioner Seidel asked if there are any plans to reconfigure the area between Orlando Avenue and Denning Drive and if they could have an idea of an overall plan for this area in the six month timeline. Ms. Stone commented that Kimley Horn has been tasked with doing a scope for Orange Avenue to look at it from an urban design corridor as well as that transportation corridor that they have been asked to complete in 6-8 months.

Commissioner Cooper spoke about her preference to tackle the design standards for parcels of two acres and above. She spoke about the difference between greenspace and open space as related to providing amenities to the City and the importance of seeing the greenspace as you drive through the corridor. She stated that residents she has talked with prefers a medium scale density, the availability of green connectivity, visibility to greenspace within the projects, and if they consider anything above our current three story height map that covers the entire area there needs to be some type of meaningful benefit. Ms. Stone reminded the Commission that they can sell the property now if they choose to. Commissioner Cooper asked that moving forward for staff to include other information they are going to be discussing in the agenda packet.

Commissioner Sprinkel spoke about the need for parking there that needs to be considered when looking at the usage. She also expressed the need to improve how the Progress Point building currently looks. There was a consensus for staff to clean up the property for now.

Commissioner Weldon voiced his preference to build something compatible with Winter Park and to entertain something at least initially that would not involve risk for the City such as shared parking investments, etc.. He added that the opportunities for the Orange Avenue corridor become greater if they align Palmetto all the way down the railroad track and find a way to improve the intersection with 17/92 as a result. He stated a change in the zoning could be dependent upon swapping the street right-of-way for the existing property along the railroad track in exchange for a high density on the remaining property.

Consent Agenda

- a. Approve the October 9, 2017 minutes.
- b. Approve the following purchases over \$75,000:
 1. Approve PR18000141 to Intermedix Corp. for FY18 payment collection services for EMS billing. Amount: \$100,000.

2. Approve FY18 purchases from Core & Main, LP related to material utilized in the capital improvement of the Water/Wastewater Utility. Amount: \$500,000.
 3. Approve FY18 purchases from Electric Supply of Tampa for underground wire/cable utilized in the citywide undergrounding program of the Electric Utility. Amount: \$600,000.
 4. Approve FY18 purchases from Gresco Utility Supply for underground conduit utilized in the citywide undergrounding program of the Electric Utility. Amount: \$250,000.
 5. Approve PR18000099 to Waste Pro of Florida for FY18 residential, commercial & construction solid waste disposal. Amount: \$3,030,000.
 6. Approve FY17 BPO Change Order to Duke Energy for Electric Power Transmission. Amount: \$2,285,000.
 7. Approve FY17 BPO Change Order to Florida Power & Light for Electric Power Transmission. Amount: \$940,000.
 8. Approve FY17 BPO Change Order to Florida Power & Light for Bulk Power. Amount: \$10,460,000.
 9. Approve FY17 BPO Change Order to ENCO for Call Center Services. Amount: \$105,000.
 10. Approve FY17 BPO Change Order to Heart Utilities for Undergrounding & Other Electric Services. Amount: \$2,185,000.
- c. Approve the following piggyback contract:
1. Approve the piggyback agreement of OUC contract #3601-2 OQ for purchase & delivery of Padmount Switchgears for citywide undergrounding program. Amount: \$275,000.
- d. Approve the following contracts:
1. Approve Contract agreement with Magic Ice USA, Inc. for Winter in the Park. Amount: \$84,750.
 2. Approve Amendment 1 for RFQ-15-2016 - Leidos Engineering, LLC for Substation Consultant Services. Amount: As-Needed Basis.
 3. Approve Amendment 1 for RFQ-15-2016 - UC Synergetic, LLC for Substation Consultant Services. Amount: As Needed Basis.

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

Action Items Requiring Discussion

a. City Manager Annual Review

Commissioner Seidel asked about the possibility of giving the City Manager a bonus in lieu of a salary increase. He spoke about his performance during the hurricane and caring about the City and residents that went above and beyond. He offered a 5% bonus for the extraordinary work he did this year in lieu of a raise or asked if you could do a combination of the two. After discussion about the 3% cap for all employees, Mayor Leary expressed concerns with a 5% bonus because of the 3%

cap imposed by the Commission but supported the bonus idea. Commissioner Weldon did not want to change the structure because of the way all employees are compensated. Commissioner Cooper stated she could entertain a bonus but not to be in lieu of the merit system in place.

Motion made by Commissioner Sprinkel to approve the 3% increase for the City Manager for the upcoming year; seconded by Commissioner Cooper. No public comments were made.

Commissioner Seidel stated he would like to be provided a salary evaluation for the City Manager for next year so they can compare to other cities. Mayor Leary thanked the City Manager and staff for their great work.

Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, and Cooper voted yes. Commissioner Weldon voted no. The motion carried with a 4-1 vote.

Public Hearings:

- a. Request of Condev Land LLC for 650 North New York Avenue:
AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF INSTITUTIONAL TO MEDIUM DENSITY RESIDENTIAL ON A PORTION OF THE PROPERTY AT 650 NORTH NEW YORK AVENUE, MORE PARTICULARLY DESCRIBED HEREIN PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE First Reading
- Subdivision approval to divide or split the 2.38 acres of 650 North New York Avenue to create a northern parcel of 1.43 acres to be purchased by Condev Land LLC for use as a fee simple, 16-unit townhome project and to create a southern portion of 0.95 acres to be retained for potential reconstruction of the First Church of Christ Scientist.
 - Conditional Use approval to construct a fee simple, three-story, residential townhouse project of 16 units in eight separate two-unit duplex buildings with an average individual townhouse unit size of approximately 4,700 square feet and a total combined project size for the eight separate duplex buildings of 68,394 square feet, on property zoned R-3.

Attorney Langley read the ordinance by title. Commissioners Seidel and Weldon stated they met with Condev, Commissioner Cooper met with Condev and several residents, and Mayor Leary met with Condev and the parishioner of the church. Planning Manager Jeff Briggs provided the information regarding the request of Condev to purchase the north 63% of the block from the church which makes it necessary to change the comprehensive plan future land use from Institutional to Medium Density Multi-Family to match the R-3 zoning. He stated the Commission

has to approve dividing the property so the north piece can be purchased and the south piece will remain in the ownership of the church where a new church facility to be built on the southern third of the property. He stated the conditional use approval is necessary for the 16 unit multi-family project of three story townhouses. He addressed the variance for the parapet of 18" higher than code to install the air conditioning on the roof to be able to screen it. He elaborated on the other aspects of the project concerning parking and parking spaces, that the oak trees along Whipple and New York Avenue will be saved and will screen the project, and the setback on the third floor.

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

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

Motion made by Commissioner Sprinkel to approve the conditional use request; seconded by Commissioner Weldon.

Commissioner Cooper expressed her preference to save the church because of it being a Gamble Rogers building and that it qualifies for the National Register. She spoke about the project being an asset to the community.

Chris Gardner, Condev, 1270 N. Orange Avenue, Winter Park, introduced others involved in the project. Scott Weber, ACI Architects, provided renderings of the proposed three story project where the second floor and third floor are setback 9' 4" as shown from various views.

The following spoke against the project:

Bunny Simmerson (church member) and Ronald Richards, 383 Sylvan Drive. Ms. Simmerson provided a letter from the Florida Department of State saying the building is eligible for listing in the National Register of Historic Places at the local level under Criterion C for Architecture.

The following spoke in favor of the project:

Matthew Ardea (unknown spelling and no address given) (member of church)
Judy Lauser, (unknown spelling and no address given)
Nan Williams, 385 Grouse Court
Wendy Landry, architect and member of the church

Commissioner Seidel asked if a 60 day demolition notice would cause any issue. Mr. Gardner stated it has already been issued.

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

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

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

- b. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE VI, "SUBDIVISION AND LOT CONSOLIDATION REGULATIONS" SO AS TO ESTABLISH MINIMUM CRITERIA AND STANDARDS FOR THE SUBDIVISION OR SPLIT OF THE LAKEFRONT PORTIONS OF PROPERTIES LOCATED ACROSS THE STREET FROM THE PRINCIPAL RESIDENCE, PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. First Reading

This item was pulled from the agenda at the beginning of the meeting.

- c. Request of Deborah Crown and Brandon & Jenifer Lenox for subdivision or lot split approve to divide the lakefront portion of 1486 Alabama Drive

This item was pulled from the agenda at the beginning of the meeting.

- d. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AN EASEMENT LOCATED AT 841 W. CANTON AVENUE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 1859, PAGE 55, OFFICIAL RECORDS BOOK 1859, PAGE 90 AND OFFICIAL RECORDS BOOK 1859, PAGE 579, OF THE PUBLIC RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED IN PLAT BOOK O, PAGE 140; PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE. First Reading

Attorney Langley read the ordinance by title. City Manager Knight stated there are no known utilities in the easement so there are no objections from staff. Attorney Tara Tedrow, representing the applicant, explained the request and found no objections.

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

- e. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE ADOPTED BUDGET AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2016 – 2017 BY PROVIDING FOR CHANGES IDENTIFIED IN EXHIBIT A; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE First Reading

Attorney Langley read the ordinance by title. City Manager Knight explained these items were brought to the Commission during the year and is being cleaned up by this ordinance.

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

PUBLIC COMMENTS (Items not on the agenda):

Bill Lawton, 1228 N. Park Avenue, spoke about a Planning and Zoning Board hearing on October 3 that he attended concerning Dr. Allen Cohen who resides at 1204 N. Park Avenue that he thought would be at the Commission level this evening. Planning Manager Jeff Briggs explained the home has been approved and does not come before the Commission.

City Commission Reports:

Commissioner Seidel – Commissioner Seidel commented about the vote this evening concerning the church and that he hopes this goes well for them.

Commissioner Sprinkel – No report.

Commissioner Cooper – Commissioner Cooper asked if the historic list can be updated and would like the codes that will help them with tools relative to historic preservation. She hoped that something can be worked out to save the church.

Commissioner Weldon – Commissioner Weldon stated he wanted to discuss the various fund reserves the City has outside of the general fund. He stated the funds have captured a significant amount of money over the years that have no clear purpose and some money has legislatively restricted purposes. He stated he is going to talk with Mr. Knight and do a study on the history of how those balances have been funded and any needs we can identify so the funds can be used for real potential risks we face as opposed to just having the money there.

Mayor Leary – Mayor Leary thanked Vice Mayor Weldon for standing in for him and retiring the Christmas tree in Central Park, for handling the Pink Out event, and the 50 Plus expo.

The meeting adjourned at 5:18 p.m.

ATTEST:

Mayor Steve Leary

City Clerk Cynthia S. Bonham, MMC



city commission **agenda item**

item type	Consent Agenda	meeting date	11/13/2017
prepared by	City Clerk	approved by	
board approval	final vote		
strategic objective			

subject

Cancel the December 25, 2017 Commission meeting due to the Christmas holiday.

motion / recommendation

Cancel the December 25, 2017 Commission meeting due to the holiday and City Hall is

background

Traditionally, the City Commission has cancelled the second meeting in December. This year the fourth Monday is on December 25th.

alternatives / other considerations

Schedule for another evening.

fiscal impact



city commission **agenda item**

item type	Consent Agenda	meeting date	11/13/2017
prepared by	Purchasing	approved by	
board approval	final vote		
strategic objective	Fiscal Stewardship		

subject

Approve the following piggyback agreements and authorize the Mayor to execute the contracts:

1. Motorola Solutions, Inc. - Broward County contract #RFP R1422515R1/P1 for a P25 Communications System & Service; \$300,000.
2. Dana Safety Supply, Inc. - City of Tallahassee contract #1489 for the Provision & Installation of Vehicle Accessories; As-Needed Basis.

motion / recommendation

Commission approve the items as presented.

background

Formal solicitations were issued to award these contracts.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved FY18 budgets.

ATTACHMENTS:

Description	Upload Date	Type
Piggyback Contracts	11/7/2017	Cover Memo



city commission agenda item

item type	Piggyback Contracts	meeting date	November 13, 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

Piggyback Contracts

	vendor	item background	fiscal impact	motion recommendation
1.	Motorola Solutions, Inc.	Piggyback agreement of Broward County contract #RFP R1422515R1/P1 for a P25 Communications System & Services.	Total expenditure included in approved FY18 budget. Amount: \$300,000	Commission approve the piggyback agreement and authorize the Mayor to execute the contract.
A formal solicitation was issued to award this contract.				
2.	Dana Safety Supply, Inc.	Piggyback agreement of City of Tallahassee contract #1489 for the Provision & Installation of Vehicle Accessories.	Total expenditure included in approved FY18 budget. Amount: As-Needed Basis	Commission approve the piggyback agreement and authorize the Mayor to execute the contract.
A formal solicitation was issued to award this contract.				



city commission agenda item

item type	Consent Agenda	meeting date	11/13/2017
prepared by	Purchasing	approved by	
board approval	final vote		
strategic objective	Fiscal Stewardship		

subject

Approve the following agreements and authorize the Mayor to execute the contracts:

1. Argos USA, Inc. - IFB-1-2018 - Purchase of Concrete Materials for various projects & maintenance throughout the city; As-needed basis.
2. Physio Control, Inc. - Three-year service agreement for comprehensive coverage of the Fire Department's LifePak 15 System; \$15,739.20.
3. Physio Control, Inc. - Three-year service agreement for comprehensive coverage of the Fire Department's LUCAS System; \$2,631.60.

motion / recommendation

Commission approve the items as presented.

background

A formal solicitation was issued to award item 1.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved FY18 budget.

ATTACHMENTS:

Description

Contracts

Upload Date

11/7/2017

Type

Cover Memo



city commission agenda item

item type	Contracts	meeting date	November 13, 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		

Contracts

	vendor	item background	fiscal impact	motion recommendation
1.	Argos USA, Inc.	IFB-1-2018 – Purchase of Concrete Materials for various projects & maintenance throughout the city.	Total expenditures included in approved FY18 budget. Amount: As-Needed Basis	Commission approve the contract award and authorize the Mayor to execute.
A formal solicitation was issued to award this contract.				
2.	Physio Control, Inc.	Three-year service agreement for comprehensive coverage of the Fire Department's LifePak 15 System.	Total expenditure included in approved FY18 budget. Amount: \$15,739.20	Commission approve the agreement and authorize the Mayor to execute.
Total cost of the service period shall be \$47,217.60 (annual cost of \$15,739.20).				
3.	Physio Control, Inc.	Three-year service agreement for comprehensive coverage of the Fire Department's LUCAS System.	Total expenditure included in approved FY18 budget. Amount: \$2,631.60	Commission approve the agreement and authorize the Mayor to execute.
Total cost of the service period shall be \$7,894.80 (annual cost of \$2,631.60).				



city commission agenda item

item type	Consent Agenda	meeting date	11/13/2017
prepared by	Purchasing	approved by	
board approval	final vote		
strategic objective	Fiscal Stewardship		

subject

Approve the following purchases over \$75,000 and authorize all subsequent payments:

1. Ten-8 Fire Equipment, Inc. - FY18 purchases of fire equipment parts, supplies & service utilizing piggyback agreement of Lake County contract #17-0606L; \$100,000.
2. Duval Ford, LLC - Replacement vehicles for the Police (12), Fire (1) and Water/Wastewater (2) Departments utilizing Florida Sheriffs Association contract #FSA17-VEL25.0 and State of Florida contract #25100000-16-1; \$415,520.50.
3. HDD of Florida, LLC - Provision of underground utility services for the citywide undergrounding initiative; \$1,500,000.
4. Heart Utilities of Jacksonville, Inc. - Provision of underground utility services for the citywide undergrounding initiative; \$1,800,000.
5. Covanta Energy Marketing, LLC - FY18 bulk power supply, \$5,125,399.
6. Gainesville Regional Utilities - FY18 bulk power supply; \$5,014,920.
7. Orlando Utilities Commission - FY18 bulk power supply & power transmission; \$4,547,569.
8. Florida Power & Light Co. - FY18 bulk power supply & power transmission; \$10,859,193.
9. Duke Energy - FY18 power transmission pursuant to Duke Energy tariff; \$2,289,338.
10. ENCO Utility Services - FY18 Utility Call Center services; \$80,000.
11. The Nidy Sports Construction Co. - Reconstruction of courts 1-8 at the Azalea Park Tennis Center utilizing NCPA contract; \$199,000.

motion / recommendation

Commission approve items as presented.

background

Formal solicitations were issued to award these purchases.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved FY18 budget.

ATTACHMENTS:

Description

Upload Date

Type

Purchases Over \$75k

11/7/2017

Cover Memo



city commission agenda item

item type	Purchases over \$75,000	meeting date	November 13, 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.	Ten-8 Fire Equipment, Inc.	Various purchases of fire equipment parts, supplies & service utilizing piggyback agreement of Lake County contract #17-0606L.	Total expenditure included in approved FY18 budget. Amount: \$100,000	Commission approve FY18 purchases and authorize the execution of purchase orders on an as-needed basis.
A formal solicitation was issued to award the originating contract.				
2.	Duval Ford, LLC	Replacement vehicles for the Police (12), Fire (1) and Water/Wastewater (2) Departments utilizing Florida Sheriffs Association contract #FSA17-VEL25.0 and State of Florida contract #25100000-16-1.	Total expenditure included in approved FY18 budget. Amount: \$415,520.50	Commission approve the purchase of replacement vehicles and authorize the execution of purchase orders.
Formal solicitations were issued to award the contracts.				
3.	HDD of Florida, LLC	Provision of Underground Utility Services for the citywide undergrounding initiative.	Total expenditure included in approved FY18 budget. Amount: \$1,500,000	Commission approve purchase and authorize the execution of payment on an as-needed basis.
A formal solicitation was issued to award this contract (IFB-8-2014).				
4.	Heart Utilities of Jacksonville, Inc.	Provision of Underground Utility Services for the citywide undergrounding initiative.	Total expenditure included in approved FY18 budget. Amount: \$1,800,000	Commission approve purchase and authorize the execution of payment on an as-needed basis.
A formal solicitation was issued to award this contract (IFB-8-2014).				
5.	Covanta Energy Marketing, LLC	Purchase of FY18 Bulk Power Supply	Total expenditure included in approved FY18 budget. Amount: \$5,125,399	Commission approve purchase and authorize the execution of payment on an as-needed basis.
A formal solicitation was issued to award this contract (ITN-13-2013).				

6.	Gainesville Regional Utilities	Purchase of FY18 Bulk Power Supply	Total expenditure included in approved FY18 budget. Amount: \$5,014,920	Commission approve purchase and authorize the execution of payment on an as-needed basis.
A formal solicitation was issued to award this contract (ITN-13-2013).				
7.	Orlando Utilities Commission	Purchase of FY18 Bulk Power Supply & Power Transmission	Total expenditure included in approved FY18 budget. Amount: \$4,547,569	Commission approve purchase and authorize the execution of payment on an as-needed basis.
A formal solicitation was issued to award this contract (ITN-13-2013).				
8.	Florida Power & Light Co.	Purchase of FY18 Bulk Power Supply & Power Transmission	Total expenditure included in approved FY18 budget. Amount: \$10,859,193	Commission approve purchase and authorize the execution of payment on an as-needed basis.
A formal solicitation was issued to award this contract (ITN-13-2013).				
9.	Duke Energy	Purchase of FY18 Power Transmission pursuant to Duke Energy Tariff	Total expenditure included in approved FY18 budget. Amount: \$2,289,338	Commission approve purchase and authorize the execution of payment on an as-needed basis.
10.	ENCO Utility Services, LLC	FY18 Utility Call Center Services	Total expenditure included in approved FY18 budget. Amount: \$80,000	Commission approve purchase and authorize the execution of payment on an as-needed basis.
11.	The Nidy Sports Construction Co.	Reconstruction of courts 1-8 at the Azalea Park Tennis Center utilizing NCPA contract.	Total expenditure included in approved FY18 budget. Amount: \$199,000	Commission approve purchase and authorize the execution of purchase order.
A formal solicitation was issued to award the contract.				

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



city commission agenda item

item type Action Items Requiring Discussion	meeting date 11/13/2017
prepared by Budget and Performance Measurement	approved by City Manager, City Attorney
board approval	final vote
strategic objective	Intelligent Growth and Development

subject

Agreement for Roadway Improvement Contributions for Ravaudage

motion / recommendation

Approval of the agreement as presented.

background

The developer of Ravaudage, a roughly 50 acre PD located in the north west quadrant of the Lee road/17-92 intersection, has requested the City reimburse him for road work being performed on existing roads in City's right of way. The purpose of this memo is to outline a basis of reimbursement.

Background:

The Ravaudage area was originally platted as single family residential except with commercial along Lee Road and 17-92 frontages. The interior roads, including Benjamin, Lewis, Loren, Glendon Pkwy and Kindle were dirt roads for a long time prior to the County paving them with various methods over the past 10 years or so. There was no curb, sidewalk and limited drainage inlets provided, however there are no known drainage problems as this basin flows primarily to the west into a large trunk line under Bennet road. The developer proposes to redevelop the area into commercial/office/multifamily residential land uses with wide sidewalks, drainage inlets, curbing and on street parking.

Seeing as the developer and the City benefit from these improvements, the developer has asked the City to reimburse him for these planned/installed improvements.

Basis/Assumptions:

- The existing internal roads should be removed completely due to questionable construction methods.
- Roads will serve commercial/office/multifamily land uses
- Minimum roadway width is 22' asphalt
- All roads to have curb/gutter on both sides
- All roads will need drainage including inlets and pipes. Design assumption is 18" pipe continuous with 2 inlets every 500'.
- Continuous sidewalk, 6' wide, is to be provided on both sides

- City will contribute towards the cost of treating the storm water runoff generated from the city's right-of-way
- City Roads eligible for this are: Benjamin Avenue, Kindle from Benjamin to 17-92, Glendon Parkway, Lewis Avenue and Loren north of Glendon

City will reimburse the developer for 50% of the reasonable sub-contractor costs as outlined below:

Remove/dispose existing road	\$12/SY	\$26.60/centerline foot (CLF)
Subgrade/base install	\$22/SY	\$53.78/CLF
Curbing	\$14/LF	\$28.00/CLF
Drainage pipe & inlets		\$70.00/CLF
Asphalt	\$12/SY	\$29.33/CLF
Sidewalk	\$3.50/SF	\$42.00/CLF
Striping/misc.	15% of subtotal	
Total generalized cost		\$287.72/CLF
City contribution (50% of total)		\$143.58/CLF
Contribution for stormwater treatment		\$48.21/CLF
Total City contribution		\$191.80/CLF

In summary, for every 1000' of roadway constructed to assumptions above, City will contribute \$191,800.

Bennett Avenue is a different scenario and can be addressed once the extent of work is known but will follow similar approach of 50% of subcontractor costs along with stormwater treatment contribution for portion of roadway treated.

The City Commission asked that any cost reimbursement be done at no risk to the City and be made payable from proven and received revenues. Staff has structured an agreement that would reimburse the developer no more than \$1.2 million over a ten year period based on a methodology derived from unrestricted building permit fees paid and changes in the growth of the tax revenue received from the district over time. The agreement would pay half of the unrestricted portion of building permit fees for properties brought on-line in the district and 25% of the incremental change in tax revenue derived from the district using 2016 as a base-year. This would behave in much the way that the CRA works and the amount of payment made would be calculated using the methodology of tax revenue growth but is not a reimbursement or rebate of property taxes. This scenario option was selected because it weighted payments towards permit fees vs property taxes (which are relied on more for operational support) and accelerates the potential timeline over which the developer could be reimbursed which incentivizes completing the projects quickly while reducing the term over which this agreement has to be monitored and maintained. As the total payment cap is \$1.2 million under this agreement, the methodology only effects the manner and timing over which potential payments are made. As it is difficult to predict future fiscal revenue constraints, it would be best to conclude any obligation while municipal revenues are strong and reduces timeline risk for when revenue outlook may be more uncertain. The potential reimbursement scenarios examined by staff are attached to this item but should not be considered an exact payment schedule but a future estimate based on many development assumptions.

alternatives / other considerations

Decline the agreement or choose another methodology.

fiscal impact

This will reduce annual revenue to the City by a potential maximum of \$1.2 million over a maximum of 10 years. Any single year obligation is difficult to determine but staff has provided an estimated maximum of approx. \$306k in any given year. Any payments made would be provided for from incremental revenues (permits and property taxes) directly attributable to the development of Ravaudage. It should be noted that the development of Ravaudage will generate incremental revenues to the city of well in excess of the \$1.2 million provided for in the agreement (est. \$14.6 million in one-time revenues and \$1.8 million in annual).

ATTACHMENTS:

Description	Upload Date	Type
Reimbursement Scenarios	11/2/2017	Cover Memo
Ravaudage Agreement	11/2/2017	Cover Memo

Ravaudage Reimbursement Scenarios

10 Year w/ 25% of permit fees and 25% of cumulative change in property tax.

Year	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Ten Year
	1	2	3	4	5	6	7	8	9	10	11	12	Total
Permit Fees	77,299	113,676	53,645	102,905	37,093	37,093	37,093	37,093	37,093	37,093			570,082
Prop. Tax Calc.	4,568	4,568	47,057	100,076	118,214	181,001	205,192	229,383	253,574	277,765	301,956	326,146	1,421,396
Repayment Max	81,867	118,244	100,701	202,982	155,307	218,094	242,285	266,476	290,666	314,857	301,956	326,146	1,991,479

10 Year w/ 25% of permit fees and 25% of annual change in property tax.

Year	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Ten Year
	1	2	3	4	5	6	7	8	9	10	11	12	Total
Permit Fees	77,299	113,676	53,645	102,905	37,093	37,093	37,093	37,093	37,093	37,093			570,082
Prop. Tax Calc.			42,489	53,020	18,138	62,787	24,191	24,191	24,191	24,191	24,191	24,191	273,197
Repayment Max	77,299	113,676	96,133	155,925	55,231	99,879	61,284	61,284	61,284	61,284	24,191	24,191	843,279

10 Year w/ 50% of permit fees and 25% of cumulative change in property tax.

Selected Scenario

Year	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Ten Year
	1	2	3	4	5	6	7	8	9	10	11	12	Total
Permit Fees	154,599	227,352	107,289	205,811	74,186	74,186	74,186	74,186	74,186	74,186			1,140,165
Prop. Tax Calc.	4,568	4,568	47,057	100,076	118,214	181,001	205,192	229,383	253,574	277,765	301,956	326,146	1,421,396
Repayment Max	159,167	231,920	154,346	305,887	192,400	255,186	279,377	303,568	327,759	351,950	301,956	326,146	2,561,561

10 Year w/ 50% of permit fees and 25% of annual change in property tax.

Year	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Ten Year
	1	2	3	4	5	6	7	8	9	10	11	12	Total
Permit Fees	154,599	227,352	107,289	205,811	74,186	74,186	74,186	74,186	74,186	74,186			1,140,165
Prop. Tax Calc.			42,489	53,020	18,138	62,787	24,191	24,191	24,191	24,191	24,191	24,191	273,197
Repayment Max	154,599	227,352	149,778	258,831	92,324	136,972	98,377	98,377	98,377	98,377	24,191	24,191	1,413,361

Prepared by and Return to:
City of Winter Park
c/o City Clerk
401 Park Avenue South
Winter Park, FL 32789

**AGREEMENT FOR
ROADWAY IMPROVEMENTS AND PARTIAL REIMBURSEMENT IN RAVAUDAGE**

This Agreement for Roadway Improvements and Partial Reimbursement in Ravaudage (hereinafter the “Agreement”) is entered into by the **CITY OF WINTER PARK**, a Florida municipal corporation whose principle address is 401 S. Park Avenue, Winter Park, Florida 32789 (hereinafter the “City”), **BENJAMIN PARTNERS, LTD.**, a Florida limited partnership whose principle address is 425 W. New England Avenue, Suite 300, Winter Park, Florida 32789 (hereinafter the “Developer”).

RECITALS:

A. On November 12, 2012, the City adopted Ordinance No. 2869-12 annexing that certain area of real property described in the attached **Exhibit “A”** (hereinafter the “Initially Annexed Property”); and

B. A significant portion of the Initially Annexed Property described on **Exhibit “B”** (hereinafter the “Property”) is currently owned by Developer; and the Initially Annexed Property is the site of the development referred to as the Ravaudage Development (hereinafter “Ravaudage Development”) and ongoing development activities performed by Developer; and

C. Certain public roads contained within City rights-of-way that are located within Ravaudage Development (hereinafter the “Internal Roads”) were paved by Orange County prior to annexation of the Initially Annexed Property by the City and require certain improvements in light of questionable construction methods, drainage requirements, and other issues rendering the Internal Roads and related infrastructure sub-standard; and

D. In light of the recent annexation of the Initially Annexed Property, and the need to bring the Internal Roads to a condition meeting or exceeding City standards, and the unique circumstance and opportunity to improve and enhance the public infrastructure in this part of the City, the City finds that it is in the interests of the residents and businesses of Winter Park that the City contribute funds for certain road improvements made and to be made by Developer, all as provided in this Agreement; and

E. The improvements to the Internal Roads benefit all of the surrounding and adjacent properties, businesses, citizens and those throughout the City and serve a public purpose.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct, are incorporated herein by this reference, and form a material part of this Agreement.

2. **ROAD IMPROVEMENTS.**

(a) **Road Improvements.** The parties acknowledge that, as of the date of this Agreement, Developer has performed the following road improvements: Lewis Drive from Lee Road to Glendon Parkway. In addition, the Developer shall perform the road improvements described below (all prior and future road improvements described in this section 2(a) are hereinafter referred to as the “Road Improvements”):

- (i) *Lewis Drive: Glendon Parkway to City Limits*
- (ii) *Glendon Parkway: Orlando Avenue to Bennett Avenue*
- (iii) *Bennett Avenue: Lee Road to City Limits*
- (iv) *Benjamin Avenue: Kindel Avenue to City Limits*
- (v) *Kindel Avenue: Orlando Avenue to Benjamin Avenue*

(b) **City Approval & Standards.** Developer shall cause signed and sealed engineering design plans to be created for the Road Improvements and such design plans must be submitted to the City for review and approval prior to installation and construction of the Road Improvements. The design plans for the Road Improvements shall address and accommodate the collection, treatment and retention of stormwater runoff from the public rights-of-way affected by the Road Improvements, and the Developer shall grant or cause the granting of all necessary and appropriate permanent drainage easements to the City (in a form and with terms acceptable to the City) to accommodate such stormwater prior to the City’s acceptance of the constructed Road Improvements. Further, Developer shall be responsible for securing proper permits and approvals from the City and all applicable state and local agencies concerning the Road Improvements (including water management district permits and right-of-way permits) and for ensuring that conditions of permits and approvals are followed, including, without limitation, maintenance of traffic, temporary road closure and redirection of traffic matters. All Road Improvements shall be subject to City approval in the City’s sole discretion, and the City may at any time inspect the Road Improvements and Internal Roads and any work being performed or which has been performed. The City shall not be obligated to make any reimbursements or payments under this Agreement or otherwise unless and until the City is satisfied in the City’s sole and absolute discretion that the Road Improvements, and/or relevant portion(s) thereof, meet all of the requirements set forth in this Agreement. If the City determines that any Road Improvement is being performed or has been performed in a manner inconsistent with this Agreement, or which creates a public hazard as determined by the City, the City may require Developer to immediately rectify the issue, at Developer’s expense, and if Developer fails to do so within a reasonable time period as determined by the City, the City may rectify the issue at Developer’s expense and may either bill Developer for costs incurred by the City or subtract such costs from the payments made or to be made to Developer

under this Agreement. In the event that Developer's actions under this Agreement create a public hazard, the City may immediately remedy such hazard at Developer's expense.

(c) **Ownership.** The City shall be the sole owner of any and all Road Improvements and infrastructure constructed or performed in accordance with this Agreement upon the City's approval and written acceptance thereof. Upon written notice from the City, Developer shall take any action(s) required by the City in order to transfer, secure, or verify ownership of any Road Improvement or infrastructure to the City.

3. **REIMBURSEMENT.**

(a) **Eligible Reimbursement.** The reimbursement to be paid to Developer under this Agreement shall in no event exceed \$191.80 per centerline feet of all Internal Roads within the City's rights-of-way improved by or required to be improved by Developer as described in this Agreement (hereinafter the "Eligible Reimbursement Amount"). In no event and under no circumstances shall the reimbursement paid or to be paid by the City to Developer under this Agreement exceed a total of **\$ 1.2 million.**

(b) **Annual Submissions by Developer.** At least thirty (30) days before the date that an annual payment is due under this Agreement, the Developer shall submit to the City sufficient written documentation, as determined by the City, describing all Road Improvements completed for such year which Road Improvements have been approved and accepted by the City. Upon the City's approval and acceptance of the portion of such Road Improvements for which reimbursement is submitted to the City, the City shall make a payment as calculated in subparagraph (c) below.

Further, as a precondition of the City's approval and acceptance of Road Improvements or any portion thereof and the City's reimbursement obligations, Developer shall cause: (i) the design engineer of record for the applicable portion of the Road Improvements to issue a written signed and sealed certification to the City declaring that such improvements have been completed in accordance with approved designed plans; (ii) the delivery to the City of release of liens from contractors, subcontractors, materialmen and laborers, and an assignment of contractor's warranties, if any, and (iii) the execution of a bill of sale (in a form acceptable to the City) to the City for the applicable portion of the Road Improvements.

(c) **Payment Calculation & Due Date.** Payments for the amounts due provided above shall be due annually within 45 days of the close of the fiscal year for which revenues have been received by the City and shall be calculated as follows:

- (i) The first annual payment shall be an amount equal to 1/6 of the total building permit fees received by the City for all projects within the Ravaudage Development in fiscal year 2017 (October 1, 2016 through September 30, 2017). Total building permit fees will be calculated as 1.35% of the permitted building valuation rounded to the nearest 1,000.
- (ii) The second year payment and subsequent annual payments shall be an amount equal to: 1) 1/4 of the total building permit fees calculated in the same manner above and received by

the City for all projects within the Ravaudage Development during the corresponding fiscal year (October 1 through September 30), in addition to 2) an amount equal to 25% of the City's portion of the increase, if any, in real property ad valorem tax revenue received by the City for all real property within the Ravaudage Development for the year, over the ad valorem tax revenues for the baseline year of January 1, 2016 (hereinafter the "Tax-based Contribution"). The Tax-based Contribution for each year for which a payment is made shall be calculated by establishing the total City's portion of the real property ad valorem tax revenues for all real property within Ravaudage Development on January 1, 2016, and subtracting such from the total City's portion of real property ad valorem tax revenues of all real property in the Ravaudage Development on January 1st of the year for which payment is being made, with a quarter of such resulting amount being due to Developer. In the event that no eligible improvements are completed and accepted by the City in a given year, the annual payment provided hereunder shall be held by the City and paid to Developer in a future year in accordance with this Agreement.

- (iii) All reimbursements and payments by the City shall cease and no reimbursements or other payments shall be required to be paid after the City has paid all of the Eligible Reimbursement Amount, or after ten (10) years after the Effective Date of this Agreement (regardless of whether the full Eligible Reimbursement Amount has been paid), whichever occurs earlier.
- (d) **Appropriation Contingency.** Regardless of anything to the contrary contained in this Agreement, the City's payment and performance of obligations under this Agreement for each and every fiscal year of the City, beyond the fiscal year when the Agreement is executed, shall be subject to discretionary annual appropriation by the City Commission of funds therefore, via adoption of the City's annual budget or amendments thereto, or otherwise. When funds are not appropriated or otherwise made available to support the continuation of payment and performance in a subsequent fiscal period, this Agreement shall be deemed terminated on the last day of the fiscal period for which appropriations were made, without further cost, penalty or obligation to the City.
- (e) **No Pledge of Taxation.** In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the city or a general obligation or indebtedness of the city within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and appropriated funds.

4. **INDEMNIFICATION AND INSURANCE AND CERTAIN REPRESENTATIONS AND WARRANTIES**

(a) **Indemnification, Representations and Warrants.** Developer hereby indemnifies and holds the City and its elected and appointed officials, employees, and agents harmless from and against any and all claims, disputes, lawsuits, injuries, damages, construction liens, attorneys' fees (including trial and appellate fees), costs and experts' fees, interest and all adverse matters in any way

arising out of or relating to Developer's, its officers', employees', contractors', subcontractors', and agents' acts, omissions, negligence, misrepresentations or defaults related to this Agreement or concerning the design, permitting, procurement and construction of the Road Improvements. Developer represents and warrants to the City that no entity or person, other than the Developer, has paid for any Road Improvements or is entitled to any reimbursement therefore. Without limiting the effect and scope of the foregoing indemnification and hold harmless provision, the foregoing indemnification and hold harmless provision includes any and all claims made by any third party for reimbursement or payment under this Agreement. In no event shall construction liens attach to the public rights-of-way or any other real or personal property owned by the City and other governmental agencies, and Developer shall ensure that its contractors, subcontractors, materialmen, suppliers, vendors and agents do not make or record claims against such property. The provisions of this paragraph shall survive termination and expiration of this Agreement.

(b) **Insurance**. Before performing any Road Improvements, Developer shall procure and maintain at its expense and throughout the course of the Road Improvements an insurance policy or policies providing general liability coverage in the amount of \$1,000,000 combined single limit per occurrence and \$2,000,000.00 aggregate, and shall submit to the City a Certificate of Insurance evidencing that the City, its officers, employees, and agents are included as additional insureds under any such insurance policy and that such policy is a primary insurance policy regardless of any other insurance available to the City, its officers, employees and agents, for liabilities caused by, related to or arising out of Developer's and their officers', employees', contractors', subcontractors', and agents' acts, omissions, negligence, misrepresentations or defaults related to this Agreement or the Road Improvements. The insurance policy shall be from a company or companies duly authorized to do business in the State of Florida having a rating in Best's Insurance Guide of 'A' or better and acceptable to the City, in the City's sole discretion.

5. **GENERAL PROVISIONS**

(a) **Notice**. Contact information for the purposes of written notice under this Agreement shall be as follows:

City of Winter Park
c/o City Manager
401 Park Avenue South
Winter Park, FL 32789

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

Benjamin Partners, LTD.
P.O. Box 350
Winter Park, FL 32790-0350

(b) **Local Development Approvals and Permits.** Notwithstanding anything herein to the contrary, all development of the Ravaudage Development shall be in compliance with all applicable federal, state, county and municipal laws, permits, ordinances, rules and regulations (including, but not limited to, the City's land development regulations, zoning requirements and comprehensive plan). 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 subdivision plan, plat, building permit, grading, stormwater drainage, engineering, or any other land use or development approval. Nor shall this Agreement be deemed to reduce, eliminate, derogate from or otherwise adversely affect any such approvals, permissions or rights. These and any and all 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. Nothing in this Agreement shall constitute or be deemed to constitute a limitation, restriction or any other type of waiver of Developer's right or ability to seek a rezoning, comprehensive plan amendment, variance, special exception, site plan, preliminary subdivision plan, final subdivision plan, or any other land use or development approval.

(c) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

(d) **No Third Party Beneficiaries and Assignment.** This Agreement is intended solely for the benefit of the City, Developer and their respective successors and assigns. No right or cause of action shall accrue under or by reason of this Agreement to or for the benefit of any third party. Nothing contained in this Agreement, whether expressed or implied, is intended, nor shall be construed, to confer upon or give to any person or entity not a party hereto any right, remedy or claim under or by reason of this Agreement or any particular term, provision or condition of this Agreement other than Developer and the City and their respective successors in interest and title. The Developer has no right to assign its rights or any portion of its rights under this Agreement without the prior written consent of the City, in the City's sole discretion, which if given must be approved, in writing, by the City Commission.

(e) **Non-Waiver.** No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach of default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity. 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 sovereign immunity under the Constitution and laws of the State of Florida or of any other privilege, immunity or defense afforded by law to the City or its officials, officers, employees and agents.

(f) **Severability.** If any particular term, provision or condition of this Agreement, the deletion of which would not adversely affect the receipt of any of the material benefit of this Agreement by either party hereto or substantially increase the burden of this Agreement upon either party hereto, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remaining terms, provisions and conditions of this Agreement.

(g) **Construction.** This Agreement shall not be construed against either party on the basis of it being the drafter of the Agreement. The parties agree that each played an equal part in drafting this Agreement. Capitalized terms contained herein shall have no more force or effect than uncapitalized terms. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement. Notwithstanding the foregoing, in the event of any dispute(s) regarding the calculation of the amount(s) and time for payment(s) under this Agreement, the City's interpretation and determination relating to such controls and is binding on Developer.

(h) **Breach.** In the event of a breach, default, or violation of one or more of the provisions herein by the Developer or the City, the violating party shall be given ten (10) days to cure such violation upon receipt of written notice of the violation from a non-violating party. In the event such violation is not cured within said period or good faith efforts are not being used to cure such violation, the City or Developer, as the case may be, shall have the right to pursue any and all legal and equitable remedies available provided by law. Notwithstanding the foregoing, the City shall be permitted to without notice immediately withhold the issuance of certificates of occupancy, building permits and other approvals and permits associated with the Ravaudage Development in the event Developer is in violation of any provision of this Agreement.

(i) **Recordation of Agreement.** This Agreement or a memorandum of this Agreement may be recorded by the City, at Developer's expense, among the Public Records of Orange County, Florida, in the City's discretion.

(j) **Time is of the Essence.** Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

(k) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties, and shall run with the Property; provided however that only Benjamin Partners, LTD shall have any right to reimbursement or payment under this Agreement, and any successor in title to all or any portion of the Property shall not have any right to payment or reimbursement from the City under this Agreement. Developer shall, at Developer's cost, shall obtain all necessary joinders and consents and subordinations to this Agreement (and documents called for herein) or releases from appropriate parties with an interest in the Property. Upon request by the City, Developer shall provide to City, certified surveys, title reports or other documents evidencing said ownership interest.

(l) **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the circuit court of and for Orange County, Florida.

(m) **Execution & Effective Date.** This Agreement may be executed separately by the parties or as part of a single document. Any facsimile or electronic copy of this Agreement, and all signatures thereon, shall be considered for all purposes as an original. This Agreement shall be effective as of the date that it is last executed by the parties and after its approval by the City Commission of the City of Winter Park (the "Effective Date"). The undersigned individual executing this Agreement for the Developer, and the Developer, each represent and warrant that all actions needed to bind the Developer to this Agreement have occurred and they have the authority to execute this Agreement

AGREED AND EXECUTED by the authorized representatives of the parties on the dates set forth below.

Witnesses

BENJAMIN PARTNERS, LTD.

Name: _____

Signature

Print Name

Name: _____

Title/Position

Date

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of **BENJAMIN PARTNERS, LTD**, a Florida limited liability company, on behalf of the company. He [is personally known to me] [has produced _____ as identification].

[NOTARY SEAL]

Notary Public Signature

ATTEST:

**CITY COMMISSION,
CITY OF WINTER PARK**

By: _____
City Clerk

Steve Leary, Mayor/Commissioner

Date

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of **CITY OF WINTER PARK**, a Florida limited liability company, on behalf of the company. He [is personally known to me] [has produced _____ as identification].

[NOTARY SEAL]

Notary Public Signature

EXHIBIT “A”

DRAFT

Prepared by and return to:
Cindy Bonham, City Clerk
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

DOCH 20120637427 B: 10481 P: 9371
12/03/2012 02:36:46 PM Page 1 of 6
Rec Fee: \$52.50
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: CITY OF WINTER PARK



ORDINANCE NO. 2869-12

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, ANNEXING APPROXIMATELY 51+- ACRES OF REAL PROPERTY REFERRED TO AS RAVAUDAGE OR HOME ACRES; GENERALLY LOCATED IN THAT POCKET OF UNINCORPORATED ORANGE COUNTY AREA BORDERED BY LEE ROAD TO THE SOUTH, ORLANDO AVENUE TO THE EAST; MONROE AVENUE TO THE NORTH AND BENNETT AVENUE TO THE WEST; PROVIDING FOR THE AMENDMENT OF THE CITY OF WINTER PARK'S CHARTER, ARTICLE I, SECTION 1.02, CORPORATE BOUNDARIES TO PROVIDE FOR THE INCORPORATION OF THE REAL PROPERTY ANNEXED HEREBY INTO THE MUNICIPAL BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED CHARTER WITH THE DEPARTMENT OF STATE; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 171, Florida Statutes provides the exclusive method of municipal annexation, in order to insure sound urban development and efficient provision of urban services; and

WHEREAS, the City has determined that the 51+- acre area to be annexed is contiguous and reasonably compact, is developed for urban purposes, is not within the boundaries of another municipality, does not have any registered electors, and has met all other requirements of Chapter 171, Florida Statutes, including but not limited to the prerequisites for annexation; and

WHEREAS, Benjamin Partners, Ltd., Greenhouse Partners, Ltd. and Garmet, Ltd.; Florida limited liability companies, have petitioned the City of Winter Park for annexation of thirty three (33) parcels of land that they own within this proposed 51+- acre annexation area and those properties represent 62.3% of the properties included in this annexation and comprise 86.24% of the land area involved; and

WHEREAS, the City Commission has determined that the annexation of the subject are has met all procedural requirements and that it will promote sound urban development and efficient provision of urban services; and

WHEREAS, the annexation is in compliance and consistent with the goals and objectives of the City of Winter Park Comprehensive Plan, Charter and Municipal Code; and

WHEREAS, in the best interest of the public health, safety, and welfare of the citizens of Winter Park, the City Commission of the City of Winter Park desires to annex the real property generally described below into the municipal boundaries of the City of Winter Park; and

WHEREAS, upon adoption of this Ordinance, the municipal boundaries lines of the City of Winter Park, shall, for purposes of Article I, Section 1.02 of the Municipal Charter shall be redefined to include the subject real property.

NOW, THEREFORE, be it enacted by the City Commission of the City of Winter Park, Florida as follows:

Section 1. Annexation of Real Property. The real property shall be, and is hereby annexed into the City of Winter Park, Florida. This real property is described in Exhibit "A" and illustrated in Exhibit "B". These Exhibits are incorporated herein by reference. The described real property shall be existing within the boundaries of the City of Winter Park, Florida and known to be existing within said boundaries from the effective date of this Ordinance.

Section 2. Incorporation of Recitals. The recitals to this Ordinance are hereby incorporated herein by reference and are fully effective as part of this Ordinance.

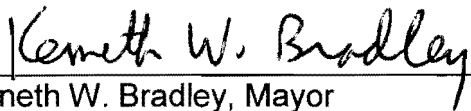
Section 3. City Boundaries Redefined; Winter Park Charter Amended. Pursuant to Section 166.031(3), Florida Statutes and Section 171.091, Florida Statutes, the City of Winter Park Charter, Article I, Section 1.02 is hereby amended to redefine the corporate boundaries of the City of Winter Park to include the real property described in Section 1 and Exhibits "A" and "B" of this Ordinance. The City Clerk shall file the revised Winter Park Charter, Article 1, Section 1.02 with the Department of State within 7 days of the effective date of this Ordinance. Section 1.02 provides that the corporate boundaries of the City of Winter Park shall remain as they exist on the date the amended Charter took effect, and provides that the City has the power to change its boundaries in the manner prescribed by law. The amendment to the Charter will provide that after the effective date of the adoption of Section 1.02, the property subject to this Ordinance was annexed, and the legal description of the property will not be included in the Charter but the Ordinance number shall be included so that the public is on notice that a description of the corporate boundaries, including the property annexed hereby, is on file in the City Clerk's office.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All Ordinances and Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed to the extent of conflict.

Section 5. Severability. Should any section or provision of this Ordinance or any portion hereof, including any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not effect the validity of the remainder hereto as a whole, and the invalid portion shall be severed from the remainder of this Ordinance and the remainder of this Ordinance shall be continue to be lawful, enforceable and valid.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida.

ADOPTED by the City Commission of the City of Winter Park, Florida at a regular meeting assembled on the 12th day of November, 2012.


Kenneth W. Bradley, Mayor

Attest: 
Cynthia S. Bonham, City Clerk

First Reading: April 9, 2012

Second Reading: November 12, 2012

Effective Date: November 12, 2012

Exhibit "A" Ravaudage Annexation Metes and Bounds Legal Description:

Begin 30.00 feet South and 21.00 feet West of the Northeast corner of the Northwest $\frac{1}{4}$ of Section 1, Township 22 South, Range 29 East, Orange County, Florida; thence run South $01^{\circ}18'01''$ West along the West right-of-way line of Bennett Avenue a distance of 100.61 feet; thence departing said West right-of-way line run South $89^{\circ}37'38''$ East along the South line of Lot 2, Block "O", and a projection thereof, of Home Acres, according to the plat thereof, as recorded in Plat Book "M", Page 97 of the Public Records of Orange County, Florida, a distance of 161.80 feet to the Southeast corner of said Lot 2, Block "O"; thence North $00^{\circ}53'15''$ East along the East line of said Lot 2, a distance of 11.60 feet to the Southwest corner of Lot 15, Block "O", of said Home Acres; thence South $89^{\circ}19'59''$ East along the South Line of said Lot 15, a distance of 115.79 feet to the Southeast corner of said Lot 15, said point also being on the West right-of-way line of Loren Avenue, of said Home Acres; thence departing said West right-of-way line run South $89^{\circ}50'25''$ East a distance of 50.00 feet to the East right-of-way line of said Loren Avenue, said point also being the Southwest corner of Lot 7, Block "P", of said Home Acres; thence North $89^{\circ}41'18''$ East along the South line of said Lot 7, a distance of 132.57 feet to the Southeast corner of said Lot 7; thence South $00^{\circ}26'08''$ West along the West line of Lot 10, of said Block "P", a distance of 2.70 feet to the Southwest corner of said Lot 10; thence North $89^{\circ}40'00''$ East along the South line of said Lot 10, a distance of 132.57 feet to the Southeast corner of said Lot 10, said point also being on the West right-of-way line of Lewis Drive, of said Home Acres; thence South $00^{\circ}25'53''$ West along said West right-of-way line and an extension thereof, a distance of 359.32 feet; thence departing said West right-of-way line run South $89^{\circ}34'07''$ East 70.00 feet to the Northwest corner of Lot 10, Block "K", of said Home Acres; thence South $00^{\circ}25'53''$ West along the West line of said Lot 10 and the West line of Lots 9, 8 and 7, of said Block "K", a distance of 200.00 feet to the Southwest corner of said Lot 7; thence South $89^{\circ}34'30''$ East along the South line of said Lot 7, a distance of 132.50 feet to the Northwest corner of Lot 15, of said Block "K"; thence South $00^{\circ}25'53''$ West along the West line of said Lot 15, a distance of 50.00 feet to the Southwest corner of said Lot 15; thence South $89^{\circ}34'30''$ East along the South line of said Lot 15 and an extension thereof, a distance of 185.50 feet to the Northwest corner of Lot 5, Block "J", of said Homes Acres; thence South $00^{\circ}25'53''$ West along the West line of said Lot 5 and the West line of Lot 4, of said Block "J", a distance of 100.00 feet to the Southwest corner of said Lot 4; thence South $89^{\circ}34'30''$ East along the South line of said Lot 4 and the South line of Lot 17, of said Block "J", a distance of 180.44 feet to the Westerly right-of-way line of North Orlando Avenue (State Road 15/600), (U.S. 17/92), as now established. thence run along said Westerly right-of-way line the following courses and distances: South $02^{\circ}34'51''$ East 138.24 feet to the Point of Curvature of a curve concave Westerly and having a radius of 5676.65 feet; thence run Southerly along the arc of said curve 283.03 feet, through a central angle of $02^{\circ}51'24''$ to the Point of Tangency; thence South $00^{\circ}16'33''$ West a distance of 803.23 feet; thence South $67^{\circ}51'04''$ West a distance of 36.60 feet, to the North right-of-way line of Lee Road (State Road 438) as now

established; thence South 89°57'03" West along said North right-of-way line and an extension thereof, a distance of 1183.25 feet to the Southeast corner of Lot 1, of Lee Shore, according to the Plat thereof, as recorded in Plat Book "T", Page 78, of the Public Records of Orange County, Florida, said point also being the Point of Intersection of said North right-of-way line of Lee Road with the West right-of-way line of Bennett Avenue (as now established); thence North 01°18'01" East along said West right-of-way line, a distance of 1439.59 feet to the Northeast corner of Park Green, according to the plat thereof, as recorded in Plat Book 10, Page 90, of the Public Records of Orange County, Florida; thence South 88°47'55" West along the North line of said Park Green, and an extension thereof, a distance of 489.00 feet to the Southwest corner of that certain parcel of land, as described and recorded in Official Record Book 09053, Page 4134, of the Public Records of Orange County, Florida; thence run along the Westerly line of said certain parcel of land, the following courses and distances: North 00°22'00" West 186.65 feet; thence North 89°33'44" East 191.75 feet; thence North 00°22'00" West 320.55 feet; thence North 89°23'57" East 49.46 feet; thence North 00°30'06" West 103.82 feet to the Northwest corner of the aforesaid certain parcel of land; thence North 89°17'48" East along the North line of said certain parcel, a distance of 274.63 feet to the Point of Beginning.

(LESS) Lot 16, Block "L" and Lot 17, Block "F", of Home Acres, according to the plat thereof, as recorded in Plat Book "M", Page 97, of the Public Records of Orange County, Florida.

TOGETHER WITH:

North Orlando Ave.

US 17-92 North Annex

Commence at Northwest corner, of the Northeast $\frac{1}{4}$, of Section 1, Township 22 South, Range 29 East, Orange County, Florida; thence run North 89°28'20" East along the North line of said Northeast $\frac{1}{4}$, a distance of 1093.87 feet for a POINT OF BEGINNING, said point also being on a Northerly extension of the West right-of-way line of North Orlando Avenue (U.S. 17/92) and (S.R. 15/600); thence departing said West line, continue North 89°28'20" East along said North line of the Northeast $\frac{1}{4}$, a distance of 53.03 feet to the center line of said North Orlando Avenue; thence departing said North line of the Northeast $\frac{1}{4}$, of Section 1, run South 02°34'51" East along said center line a distance of 495.08 feet; thence departing said center line, run South 87°25'09" West a distance of 53.00 feet to the aforementioned West right-of-way line of North Orlando Avenue, said point also being on the South right-of-way line of Elvin Avenue of Home Acres, as recorded in Plat Book "M," Page 97, of the Public Records of Orange County, Florida; thence departing said South right-of-way line, run North 02°34'51" West along said West right-of-way line of North Orlando Avenue being a projection and an extension thereof, a distance of 496.98 feet to the Point of Beginning.

Exhibit B – Area to be annexed

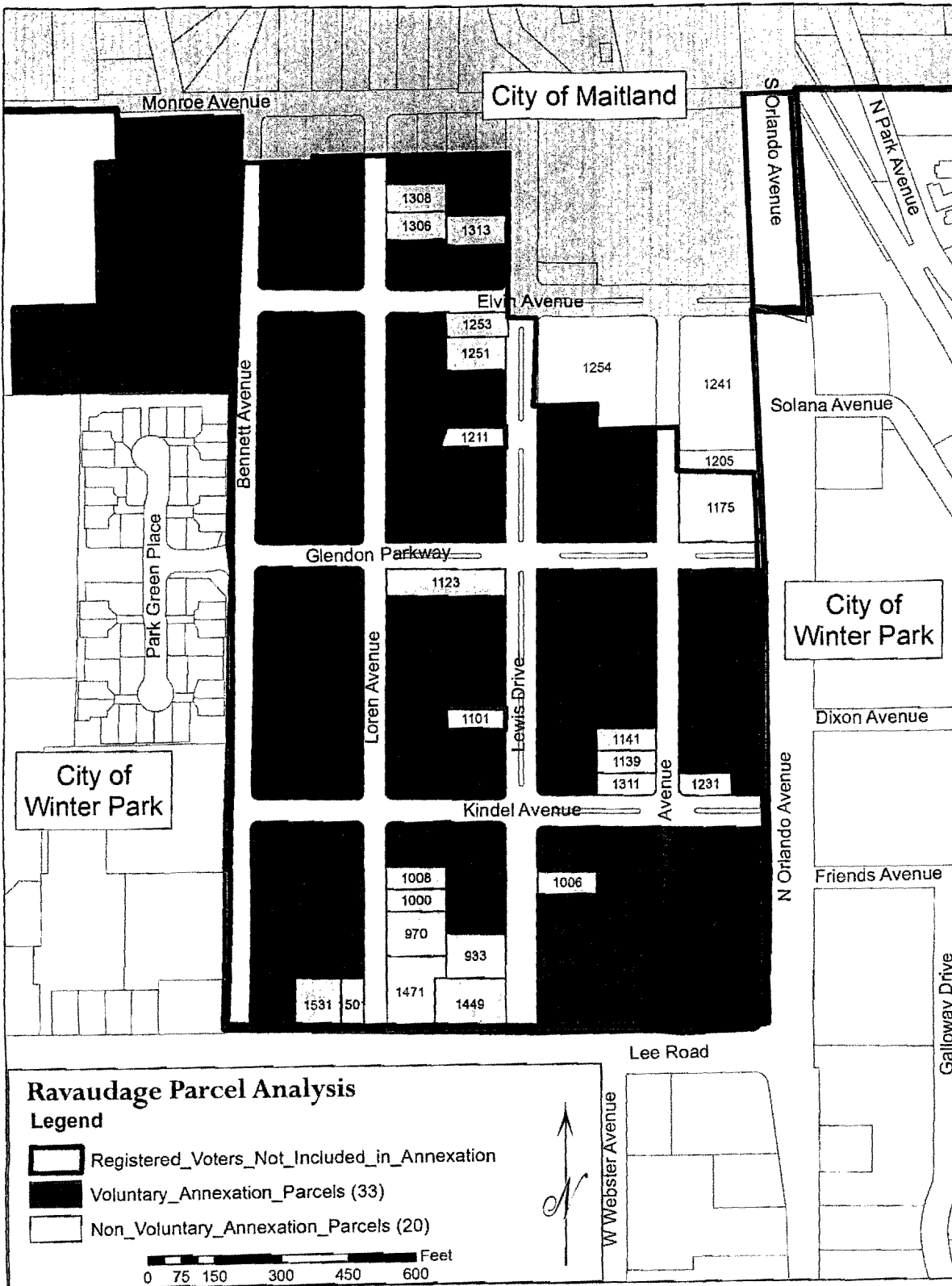


EXHIBIT B

CITY OF MAITLAND

CITY OF WINTER PARK

MONROE AVE

ELVIN AVE

GLENDON PKWY

LEE RD

BENNETT AVE

LOREN AVE

LEWIS DR

BENJAMIN AVE

KINDEL AVE

S ORLANDO AVE

N ORLANDO AVE

PARK GREEN PL

LEGEND

- PROJECT BOUNDARY
- NOT PART OF PROJECT
- PARCEL BOUNDARY
- CITY LIMITS

NOTES

GROSS SITE AREA: 46.7 AC +/-

NET SITE AREA: 38.5 AC +/-

17

92

423

0 100 200 300 400 500

SCALE: 1" = 250'



RAVAUDAGE PARCEL IDS

292201371216121	292201371212010
292201371216041	292201371216010
292201371211170	292201371208010
292201000000094	292201371208070
292201371200002	292201371208050
292201371213010	292201371207031
292201371215030	292201371205012
292201371204030	292201371206200
292201371208080	292201371201050
292201371208031	292201371201131
292201371208021	292201371204010
292201371200001	292201371203080
292201371202150	292201371203150
292201371201010	292201371202031
292201371202010	292201371203180
292201371216131	292201371207012
292201371216020	292201371206010
292201371216152	292201371205010
292201371211010	292201371201052
292201371216052	292201371205091
292201371216110	292201371205010
292201371216151	292201371206010
	292201371207011



city commission agenda item

item type	Action Items Requiring Discussion	meeting date	11/13/2017
prepared by	City Clerk	approved by	
board approval	final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development, Investment in Public Assets and Infrastructure, Fiscal Stewardship		

subject

Conceptual Design Approval - Library & Events Center

Approve conceptual design of the new Library & Events Center Project and move toward schematic design and ultimately construction documents.

motion / recommendation

Approval of the conceptual design of the new Library & Events Center Project as presented to the public by Principal Architect Sir David Adjaye at a special commission meeting on November 1, 2017 with or without the add/alternates of the rooftop venue and the outdoor auditorium/amphitheater that transitions from the belvedere to water's edge.

background

The Architect of Record firm, Hunton Brady Architects, was approved for the project on April 24, 2017. Adjaye Associates is in affiliation with Hunton Brady as Principal Architects. Notice to proceed was issued in May, 2017

The Design Team, Hunton Brady Architects, Adjaye Associates and the City's Owner's Representative firm, Pizzuti Companies has it's first meeting on May 24, 2017 with City Staff. Stake holder meetings continued with the Design Team and included a June 13, 2017 meeting with Department Heads, internal staff and Library staff to establish needs for each room and how each room or space would be utilized.

A large community meeting was held on June 20, 2017 with Sir David Adjaye conveying his design philosophies and inviting the public to share their vision for the new project. Over 250 attendees. Earlier that day, the Design team met with the Parks Board, Public Art Advisory Board and the Library Board for their input and comments.

Adjaye Associates Project Director, Russell Crader, conducted follow up meetings with library staff, department heads, city management and internal operations staff to finalize the program of needs for each of the spaces. The final program of needs was approved by Library and City staff on July 20, 2017.

Concept Design was underway immediately and cost estimating began as soon as a Concept was created. The estimating was done by the Architects and by the prospective builder, Construction Manager at Risk, Brasfield Gorrie. Both found the initial design to be over budget, adjustments were made in the drawings, removing the underground parking. A subsequent cost estimate found the project within

budget.

Concept Design was presented individually to each City Commissioner, Library and Event Center Task Force, Library Board, and internal stake holders during the week of October 16th. Comments were taken and adjustments made.

Concept was presented to the public on November 1st by the principal architect, approximately 300 attended the event. Eighty-one comment cards were collected, many of them read aloud and answered by the Mayor or the Architects. Some were duplicate comments. (All comment cards were copied and sent to the architects and owners representatives.)

The Concept, shown from the north Elevation, is included in this agenda item packet. The entire presentation as delivered by Sir David Adjaye is available on the City's website.

alternatives / other considerations

The commission may reject the concept and evaluate securing a second design to the same cost as this.

fiscal impact

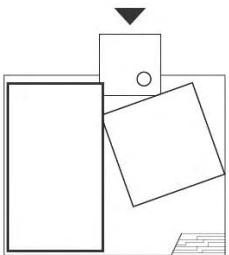
This project is on budget with the exception of two add/alternates which are the rooftop venue space on top of the event center and the outdoor auditorium/amphitheater that transitions from the belvedere, on which the buildings sit, to the waters edge. These two add/alternates are estimated to cost between \$1.6M and \$2.5M depending on the size and design of the two amenities.

The budget is \$30,000,000. \$27,500,000 City, \$2,500,000 Library Fundraising.

ATTACHMENTS:

Description	Upload Date	Type
North Elevation New Library/event Center	11/7/2017	Cover Memo

NORTH ELEVATION



Full presentation by David Adjaye
available on the City's Website.



city commission **agenda item**

item type	Public Hearings	meeting date	11/13/2017
prepared by	Budget and Performance Measurement	approved by	City Manager
board approval	N/A final vote		
strategic objective	Fiscal Stewardship		

subject

Ordinance - FY 2017 Budget Amendments (2)

motion / recommendation

Approve the ordinance adopting amendments made to the FY17 budget over the course of last fiscal year (2016-2017).

background

The City Commission is required by Statute to approve any budget adjustments that alter the total amount budgeted in any fund or when funds are transferred between different fund types. The City has adopted the practice of bringing budget amendments to the City Commission as they arise and then bringing a year-end ordinance adopting all the amendments formally to comply with Statute.

Through the receipt of grants, Commission direction, or due to a need to revise original revenue estimates the city periodically needs to make changes to stated account revenues and expenditures. This is primarily a housekeeping process and it properly provides departments and divisions with an accurate picture of the funds available to undertake programs and projects. The following attachment highlights the budget amendments (Exhibit A of the Ordinance) that have already been approved by the Commission at prior meetings and now need to be formally adopted through public hearing.

The following additional items will be reflected in the budget as part of the approval of this ordinance:

Showalter Field Funding: The funding plan for the Showalter Field project involved numerous funding sources including city, community partners, school board, and fundraising. Some of these funding sources were never formally added to the project budget and this adjustment will account for the \$99k received from the WP High School Foundation, the \$70k from Pop Warner, and the \$173,206 in first two year rental fees already collected that will contribute toward the project.

alternatives / other considerations

Not approving the ordinance would require staff to remove the amendments from the accounting system.

fiscal impact

The fiscal impact is neutral as revenues have been received for all capital expenditures collected.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance - FY17 Budget Amendments	10/13/2017	Cover Memo
Ordinance-Exhibit A	10/13/2017	Cover Memo

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE ADOPTED BUDGET AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2016 – 2017 BY PROVIDING FOR CHANGES IDENTIFIED IN EXHIBIT A; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 3012-15, the City of Winter Park, Florida has adopted the Budget and Capital Improvement Program for the fiscal year 2016 – 2017; and

WHEREAS, the City of Winter Park, Florida desires to amend the Budget and Capital Improvement Program for supplemental appropriations in the amounts identified in Exhibit A; and

WHEREAS, Section 166.241(4)(c) Florida Statutes require such a budget amendment be adopted in the same manner as the original budget.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA THAT:

SECTION 1. The Budget and Capital Improvement Program for fiscal year 2016 – 2017 is hereby amended by providing for changes identified in Exhibit A.

SECTION 2. If any section, subsection, phrase or portion of this Ordinance 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 portions thereof.

SECTION 3. In the event of any conflict between the provisions of this Ordinance and any other ordinance, resolution, or portions thereof, the provisions of this Ordinance shall prevail to the extent of such conflict.

SECTION 4. The provisions of this Ordinance shall become effective immediately upon passage.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this 13th day of November, 2017.

Steve Leary, Mayor

Attest:

Cynthia S. Bonham, City Clerk

Exhibit A

Budget Amendments Requiring Commission Approval

Fiscal Year 2016 - 2017

Item	Amount	Source Account	Source Acct. Name	Exp. Account	Exp. Acct. Name	Note	Approval Date
Industrial Waste Surcharges (Effluent Testing)	\$ 67,000	403-0000-343.50-11	Industrial Testing - Inside City Limits	403-2843-536.34-40	Contractual Services	City is experiencing a significant increase in wastewater testing for restaurant grease traps. Revenues from surcharges will offset expenses in laboratory testing.	4/24/2017
Lakeside Crossings Developer Contribution to Intersection Improvements	\$ 89,500	104-0000-369.90-10	CRA Misc. Revenue	104-2308-515.01-62	W. Morse Blvd Streetscape	Reflects developer contribution from Lakeside Crossing to intersection improvements at Morse and 17/92. Improvements included left turn phasing, construction reimbursement, crosswalks, and traffic signal mast arms.	4/24/2017
	\$ 5,000	301-0000-369.90-10	Capital Project Fund Misc. Revenue	301-0000-539.10-60	Pedestrian and Traffic Signal Upgrades		
Electric Vehicles for Building Inspection	\$ 60,000	001-0000-382.42-11	Building Code Enforcement Restricted Funds	001-2303-524.44-60	Equipment Replacement	Purchases two electric vehicles for building inspection services needs. Permitting is at an all time high and restricted building funds will be used for the acquisition.	4/24/2017
		502-0000-391.10-10	Equipment fund contributions from General Gov't	502-3210-593.64-20	Equipment Purchases		
Building Addressing	\$ 40,000	001-0000-382.42-11	Building Code Enforcement Restricted Funds	001-5107-522.13-10	Code Enforcement Part Time Wages	Funding to bring addressing database up-to-date prior to conversion to operating system.	4/24/2017
Fire Paramedicine Program	\$ 52,845	001-0000-342.60-10	EMS Transport Revenue	5103 Personnel Lines	Fire Rescue Division Personnel lines	Anticipated additional reimbursement from Medicare for ambulance transport fees cover the remainder current year cost of starting the paramedicine program by adding a full time employee.	4/24/2017
Sunrail Safety Mitigation Grant	\$ 614,968	301-0000-331.49-10	FDOT Pass Through Projects	301-0000-539.10-77	Sunrail Safety Mitigation	Pass-through grant from FDOT to fund safety improvements to the Sunrail corridor.	3/27/2017
Library Bond	\$ 27,430,996	301-0000-382.10-40	Capital Project Bond Proceeds	301-0000-539.10-74	Winter Park Public Library	Reflects bond proceeds to fund construction of Library and Events center project.	5/8/2017
Cash Transfer from Water to Electric	\$ 1,000,000	403-0000-382.10-00	Water Fund Balance Carry Forward	406-9200-585.04-10	Electric Contingency	Transfer of \$1 million from Water Utility to Electric Utilty to support cash position.	9/25/2017
Showalter Funding	\$ 169,100	301-0000-369.90-10	Capital Projects Misc Revenue	301-0000-572.10-56	Showalter Field Improvements	Reflects funds received from WP High School Foundation and Pop Warner.	Pending
	\$ 173,206	001-0000-382.10-00	Fund Balance Carry Forward			Reflects rental revenue to be contributed toward project construction.	Pending



city commission agenda item

item type	Public Hearings	meeting date	11/13/2017
prepared by	Public Works	approved by	
board approval	no final vote		
strategic objective			

subject

Ordinance - W. Canton Avenue easement vacate (2)

motion / recommendation

Approve motion to vacate easement. There are no known utilities within this easement and letters of "no objection" are attached from each potential utility.

background

The City of Winter Park received a request from Lowndes, Drosdick, Doster, Kantor and Reed, PA, to vacate the easement located at 841 W. Canton Avenue.

alternatives / other considerations

Not approve easement vacate.

fiscal impact

No direct financial impact as a part of this action

ATTACHMENTS:

Description	Upload Date	Type
Canton Ave Easement Vacate title sheet	9/19/2017	Cover Memo
Canton Ave Easement Vacate Ordinance	9/19/2017	Cover Memo
Canton Ave Easement Vacate Exhibit A	9/19/2017	Cover Memo
Canton Ave Easement Vacate Back up	9/19/2017	Cover Memo



city commission **public hearing**

item type	Public Hearing	meeting date	September 25, 2017
prepared by	Don Marcotte	approved by	<input type="checkbox"/> City Manager
department	Public Works		<input type="checkbox"/> City Attorney
division	Administration		<input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		
strategic objective	<input type="checkbox"/> Exceptional Quality of Life <input type="checkbox"/> Fiscal Stewardship		
	<input type="checkbox"/> Intelligent Growth & Development <input type="checkbox"/> Public Health & Safety		
	<input checked="" type="checkbox"/> Investment in Public Assets & Infrastructure		

subject

Request to abandon an easement at 841 W. Canton Avenue, Winter Park, Florida.

motion | recommendation

Approve motion to vacate easement. There are no known utilities within this easement and letters of "no objection" are attached from each potential utility.

background

The City of Winter Park received a request from Lowndes, Drosdick, Doster, Kantor and Reed, PA, to vacate the easement located at 841 W. Canton Avenue.

alternatives | other considerations

Not approve easement vacate.

fiscal impact

No direct financial impact as a part of this action

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

ORDINANCE NO. _____-17

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AN EASEMENT LOCATED AT 841 W. CANTON AVENUEES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 1859, PAGE 55, OFFICIAL RECORDS BOOK 1859, PAGE 90 AND OFFICIAL RECORDS BOOK 1859, PAGE 579, OF THE PUBLIC RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED IN PLAT BOOK O, PAGE 140; PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE.

WHEREAS, the City of Winter Park has authority to adopt this Ordinance by virtue of its home rule powers and Charter with respect to abandoning and vacating rights of way no longer needed for public purposes, and the City Commission has made such a determination.

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

Section 1. The City Commission of the City of Winter Park, Florida hereby vacates and abandons the easement legally described in that certain legal description and sketch of description attached hereto as **Exhibit "A"**.

Section 2. In the event of any conflict between this Ordinance and any other ordinance or portions of ordinances, this Ordinance controls

Section 3. After adoption, this Ordinance shall be recorded in the public records of Orange County, Florida.

Section 4. This ordinance 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 _____ day of _____, 2017.

Mayor Steven Leary

ATTEST:

City Clerk Cynthia S. Bonham

7- NP-853 6-22-30 Special ID 10677-WP-192

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, in consideration of the sum of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to FLORIDA POWER CORPORATION, its successors and assigns, the right, privilege and easement by easement, reconveyance, power and authority for such period of time as it may see fit, until the use thereof is abandoned, a single pole line for the transmission and distribution of electricity, including necessary construction and other wires, poles, guys, anchors, ground connections, attachments, fixtures, equipment and accessories therein, able in connection therewith over, upon and across the following described land in.....Orange County, State of Florida, to wit: The West 1/2 of the East 20 feet of the South 100 feet of the North 150 feet of lot #2 of Capena Addition to Winter Park as recorded in Plat Book Q, page 140 of the Public Records of Orange County, Florida, Section 6 Township 22-S Range 30-E. Herein referred to as Easement Area.

The Easement Area shall extend.....feet on each side of the center line of power line.

GRANTEE shall have the right to patrol, inspect, alter, improve, repair, rebuild or remove such lines, equipment and accessories, including the right to increase or decrease the number of wires and supports, together with all rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purposes above specified. GRANTEE shall also have the right to trim, cut and keep clear trees, brush and undergrowth along said line and area adjacent thereto, that may endanger the proper operation of the same. GRANTEE further grant the reasonable right to enter upon adjoining lands of the GRANTORS for the purpose of exercising the rights herein granted.

GRANTORS hereby agree that no building or structures shall be erected, shall be reconstructed or located within said Easement Area. However, GRANTORS reserves the right to use said Easement Area for any other purpose which will not unreasonably interfere with the safe and proper construction, installation, operation, maintenance, alteration, repair or removal of said facilities of GRANTEE.

GRANTORS covenant that they have the right to convey the said easement and that the GRANTEE, its successors and assigns shall have quiet and peaceful possession, use and enjoyment of said easement.

All covenants, terms, provisions and conditions hereto shall inure in the benefit of and be binding upon the parties hereto and their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the GRANTORS have hereunto affixed their hands and seals this..... day of..... A.D. 19.....

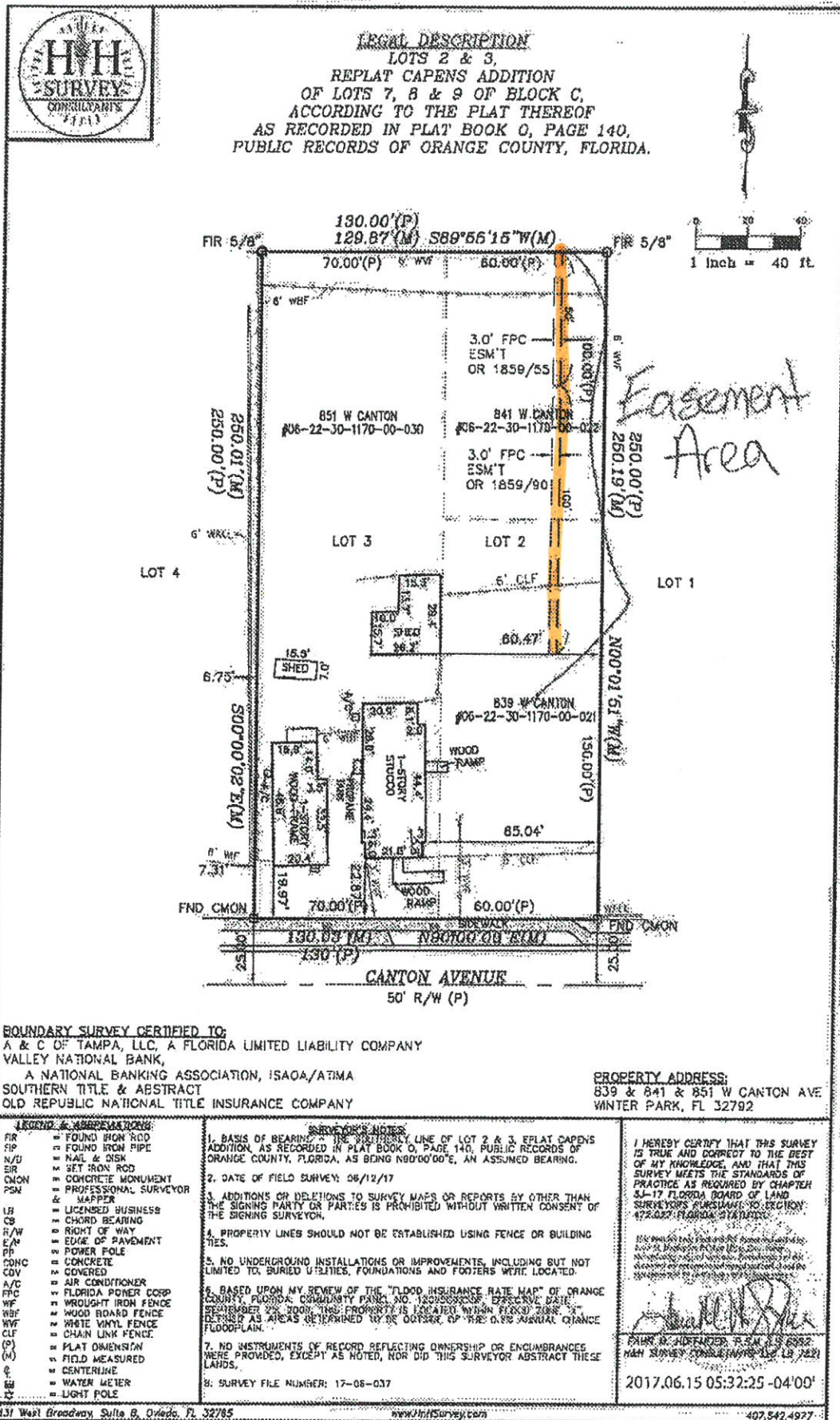
Signed, sealed and delivered
in presence of.....
.....
.....

STATE OF FLORIDA
COUNTY OF.....
I HEREBY CERTIFY that on this..... day of..... A.D. 19..... before me the undersigned authority, personally appeared.....
to me known to be the persons described in and who executed the foregoing instrument and hath acknowledged before me his identity. Executed the same.
WITNESS my signature and official seal in said County and State, the day and year last aforesaid.

NOTARIAL SEAL
Notary Public, State of Florida at Large,
My Commission Expires July 2, 1934.
Signed by State Seal by Sec. of R. C.

RECORDED & RETURNED VERIFIED
Clerk of Court
Circuit Court, Orange Co., Fla.

280183-11-10 AS 4 2 PM ES Ca 1859 F 90



September 1, 2017

VIA EMAIL AND HAND DELIVERY

City of Winter Park
500 N. Virginia Ave,
Winter Park, FL 32789
Attn: Donald J. Marcotte
Email: dmarcotte@cityofwinterpark.org

Re: Vacation of Easements Recorded in Official Records Book 1859, Page 55; Official Records Book 1859, Page 90 and Official Records Book 1859, Page 579, all of the Public Records of Orange County, Florida (collectively, the "Easement") for the property located at 841 W. Canton Avenue (the "Property")

Dear Don:

With regards to the above-referenced matter, enclosed please copies of the following documents and required approvals to vacate the Easement:

1. A copy of the City of Winter Park Easement Vacation Instructions;
2. A copy of the recorded Easement;
3. A survey of the Property showing the location of the Easement;
4. A signed letter approving the vacation from Nick Brana, on behalf of Duke Energy (dated 9/1/17);
5. A signed letter approving the vacation from Christian Read, on behalf of Century Link (dated 7/25/17);
6. A signed letter approving the vacation from Crystal L. Corbitt, on behalf of Teco (dated 8/2/17);
7. A signed letter approving the vacation from Jason Riegler, on behalf of the City of Winter Park's Wastewater Utility Department (dated 8/2/17);

September 1, 2017

Page 2

8. Michael Passarella, on behalf of the City of Winter Park's Engineering Department (dated 8/3/17);

9. A signed letter approving the vacation from Marvin L. Usry, Jr., on behalf of Bright House Networks, Inc. (dated 8/29/17); and

10. A signed letter approving the vacation from Michel L. Champagne, on behalf of Charter Communications, Inc. (dated 8/30/17).

Please do not hesitate to contact me should you have any questions concerning any of the documents enclosed herein. Since we cannot record our plat for the Property until this easement has been vacated of record, please confirm if there is anything else needed as we will be happy to provide. Thank you for your assistance!

Regards,

Tara L. Tedrow

TLT/TLT

Encl.

Cc:

Anil Deshpande (via email)

Steve O'Dowd (via email)

Dave Schmitt (via email)

Patrick Finnerty (via email)

September 1, 2017

Page 3

#1: A copy of the City of Winter Park Easement Vacation Instructions

[See Attached]



CITY OF WINTER PARK
401 PARK AVENUE SOUTH
WINTER PARK, FLORIDA 32789-4386

- 1) **Submit letter of request, including reasons for requesting the Easement Release.**
- 2) **Submit a copy of a Survey Plat showing the proposed area to be released.**
- 3) **Submit copies of letters from all utility companies stating their position on the proposed release. (List at bottom of page).**

The request can be submitted by mail to Don Marcotte, City Engineer, 401 Park Avenue South, Winter Park, Florida 32789 or hand delivered to 500 N. Virginia Ave, Winter Park, FL 32789. Contact Donald J. Marcotte, P.E., City Engineer (407) 599-3424 or E-mail: dmarcotte@cityofwinterpark.org if you have any questions regarding Release of Easements.

UTILITY CONTACT LIST

TECO/Peoples Gas
600 West Robinson
P.O. Box 2433
Orlando, FL 32802-2433
Attn: Bruce A. Stout, Sr. Engineer Tech
407-420-2678
407-843-6174 FAX

Duke Energy, Inc.
3300 Exchange Place
Lake Mary, FL 32746
Lori L. Herring
Easement Specialist
407-942-9463
407-942-9417 FAX

Bright House Networks Inc
Marvin Usry
407-532-8509
P J King, Construction Supervisor
407-532-8508
3767 All American Blvd.
Orlando, FL 32810
407-532-8544 FAX

Century Link
Steve O'Brien
407-830-3650
Candy Crim
407-830-3421
952 First St.
Altamonte Springs, FL 32701
407-260-2683 FAX

City of Winter Park
Phil Daniels
Water/Wastewater Asst. Utility Director
401 Park Avenue South
Winter Park, FL 32789-4386
407-599-3355
407-643-1680 FAX

City of Winter Park
Terry Hotard
Electric Asst. Director
401 Park Avenue South
Winter Park, FL 32789-4386
407-599-3400
407-599-3417 FAX

Date: _____

Dear _____:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) _____ in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at _____. If you have any questions, please contact _____.

Sincerely

Name: _____

Address: _____

City, State, Zip Code: _____

_____ The subject parcel is not within our service area.

_____ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

_____ The subject parcel is within our service area. We object to the vacation.

Additional comments: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

#2: A copy of the recorded Easement

[See Attached]

WP-853 6-22-30 Special 18 10677- WP- 107

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, in consideration of the sum of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, grant and convey to FLORIDA POWER CORPORATION, its successors and assigns, the right, privilege and easement to construct, reconstruct, operate and maintain for such period of time as it may use the same or until the use thereof is abandoned, a single pole line for the transmission and distribution of electricity, including necessary communication and other wires, poles, guys, anchors, ground connections, attachments, fixtures, equipment and accessories therein and in connection therewith over, upon and across the following described land in.....Orange County, State of Florida, to wit: The West 3 feet of the East 20 feet of the South 100 feet of the North 150 feet of lot 2 of Capona Addition to Winter Park as recorded in Plat Book 2, page 140 of the Public Records of Orange County, Florida, Section 6 Township 22-S Range 30-E. Herein referred to as ES. EASEMENT AREA.

THE EASEMENT AREA shall extend.....feet on each side of the center line of power line.

GRANTOR shall have the right to patrol, inspect, alter, improve, repair, rebuild or remove such lines, equipment and accessories, including the right to increase or decrease the number of wires and poles, together with all rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purposes above described. GRANTOR shall also have the right to trim, cut and keep clear trees, limbs and undergrowth along said line, and areas adjacent thereto, that may endanger the proper operation of the same. GRANTOR further grant the reasonable right to enter upon adjoining lands of the GRANTOR for the purpose of exercising the rights herein granted.

GRANTOR hereby agree that no buildings or structures other than fences shall be constructed or located within said Easement Area. However, GRANTOR reserves the right to use said Easement Area for any other purpose which will not permanently interfere with the safe and proper construction, installation, operation, maintenance, alteration, repair or removal of said facilities of GRANTOR.

GRANTOR covenant that they have the right to convey the said easement and that the GRANTOR, its successors and assigns shall have quiet and peaceful possession, use and enjoyment of said easement.

All covenants, terms, provisions and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the GRANTORS have hereunto affixed their hands and seals this..... day of..... A.D. 19.....

Witnessed and delivered in presence of.....

STATE OF FLORIDA
COUNTY OF.....

I HEREBY CERTIFY that on this..... day of..... A.D. 19..... before me, the undersigned authority, personally appeared..... to me known to be the persons described in and who executed the foregoing instrument and have acknowledged before me their free and voluntary execution of the same.

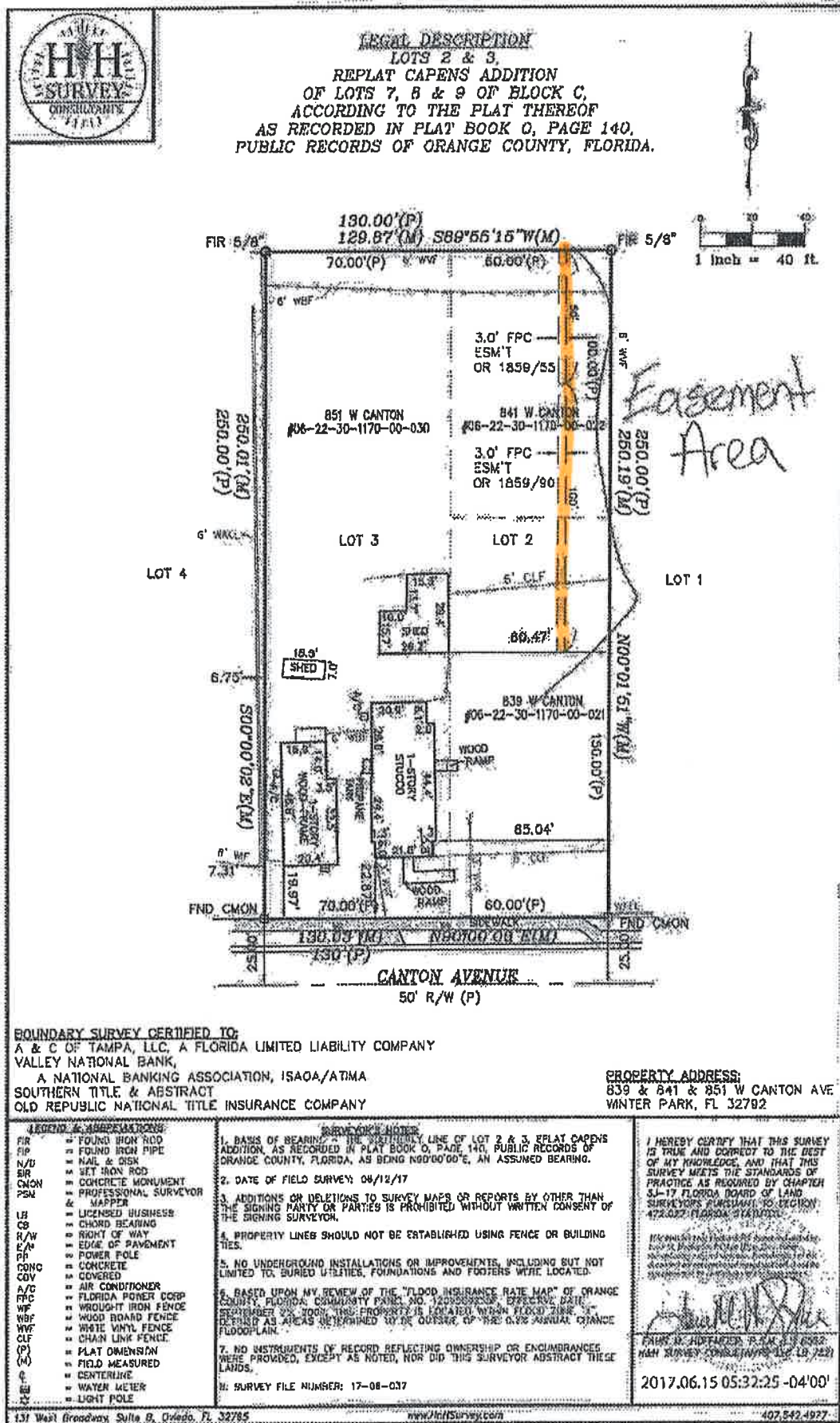
WITNESS my signature and official seal in said County and State, the day and year last aforesaid.

NOTARIAL SEAL
Notary Public, State of Florida at Large
My Commission Expires.....

RECORDED & RETURNED VERIFIED
Clerk of Circuit Court, Orange Co., Fla.

280183111100 NC 4 2 11 PM 83 101859 90

#3: A survey of the Property showing the location of the Easement
[See Attached]



September 1, 2017

Page 6

**#4: A signed letter approving the vacation from Nick Brana, on behalf of Duke Energy
(dated 9/1/17)**

[See Attached]

Lowndes
Drosdick
Doster &
Kantor
Reed, P.A.

ATTORNEYS
AT LAW

PETER H. SIMMONS

peter.simmons@lowndes-law.com
215 North Eola Drive, Orlando, Florida 32801-2028
T: (407) 418-6379 | F: 407-843-4444
MAIN NUMBER: 407-843-4600

III MERITAS LAW FIRMS WORLDWIDE

July 20, 2017

VIA FACSIMILE

Duke Energy, Inc.
3300 Exchange Place
Lake Mary, Florida 32746
Attn: Lori L. Herring, Easement Specialist
Fax: 407-942-9463

Re: Request to Vacate Unused Utility Easement at 841 W. Canton Ave, Orlando, Florida

Dear Ms. Herring:

I am in the process of requesting the City of Winter Park vacate an unused utility Easement Area (with such Easement Area and the respective rights thereto established pursuant to those certain instruments recorded in the Public Records of Orange County, Florida and enclosed herein for your review and reference). The Easement Area, as shown on the copy of the enclosed Boundary Survey, is located at 841 W. Canton Ave in Winter Park (with such parcel being more particularly depicted as Lot 2 on the enclosed Boundary Survey). In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Accordingly, after you have had an opportunity to review the enclosed documents and your records, please complete the form included below at your earliest convenience.

☒ The subject parcel is not within our service area.

☐ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

☐ The subject parcel is within our service area. We object to the vacation.

Additional comments: Area has been transferred to City of Winter Park

Signature: Nick Brana
Print Name: NICK BRANA
Title: LAND REP. - FLORIDA REGION
Date: 9/1/17

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www.lowndes-law.com

July 20, 2017
Page 2

Please promptly return this letter (with the form above completed and signed by you on behalf of the above-named utility company) to me via email at peter.simmons@lowndes-law.com. If you have any questions, please do not hesitate to contact me.

Very truly yours,



Peter H. Simmons

Enclosures

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**#5: A signed letter approving the vacation from Christian Read, on behalf of Century Link
(dated 7/25/17)**

[See Attached]

Lowndes
Drosdick
Doster &
Kantor
Reed, P.A.

ATTORNEYS
AT LAW

PETER H. SIMMONS

peter.simmons@lowndes-law.com

215 North Eola Drive, Orlando, Florida 32801-2028

T: (407) 418-6379 | F: 407-843-4444

MAIN NUMBER: 407-843-4600

III MERITAS LAW FIRMS WORLDWIDE

July 20, 2017

VIA FACSIMILE

Century Link
952 First St.
Altamonte Springs, Florida 32701
Attn: Steve O'Brien;
Candy Crim
Fax: 407-260-2683

Re: Request to Vacate Unused Utility Easement at 841 W. Canton Ave, Orlando, Florida

Dear Mr. O'Brien and Ms. Crim:

I am in the process of requesting the City of Winter Park vacate an unused utility Easement Area (with such Easement Area and the respective rights thereto established pursuant to those certain instruments recorded in the Public Records of Orange County, Florida and enclosed herein for your review and reference). The Easement Area, as shown on the copy of the enclosed Boundary Survey, is located at 841 W. Canton Ave in Winter Park (with such parcel being more particularly depicted as Lot 2 on the enclosed Boundary Survey). In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Accordingly, after you have had an opportunity to review the enclosed documents and your records, please complete the form included below at your earliest convenience.

☐ The subject parcel is not within our service area.

☒ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

☐ The subject parcel is within our service area. We object to the vacation.

Additional comments:

Signature:

Print Name:

Title:

Date:

Christian Read
CHRISTIAN READ
E.S.I.
7-25-17

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www.lowndes-law.com

July 20, 2017
Page 2

Please promptly return this letter (with the form above completed and signed by you on behalf of the above-named utility company) to me via email at peter.simmons@lowndes-law.com. If you have any questions, please do not hesitate to contact me.

Very truly yours,



Peter H. Simmons

Enclosures

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September 1, 2017

Page 8

#6: A signed letter approving the vacation from Crystal L. Corbitt, on behalf of Teco (dated 8/2/17)

[See Attached]



Crystal Corbitt
Distribution Easement Coordinator,
Real Estate
Office: 813.228.1091
FAX: 813.228.1376
clcorbitt@tecenergy.com

AN EMERA COMPANY

August 2, 2017

Peter Simmons
Peter.simmons@lowndes-law.com

RE: Request to Vacate Unused Utility Easement at 841 W. Canton Ave., Orlando, Florida

Peter Simmons:

Please be advised that Peoples Gas System, a division of Tampa Electric Company has no interest in any easements that may or may not be a matter of public record. We have no objection to such easements being released.

If you have any questions, please feel free to contact me.

Thank you,

A handwritten signature in black ink, appearing to read "Crystal L. Corbitt".

Crystal L. Corbitt
Distribution Easement Coordinator
Real Estate Services

PEOPLES GAS
702 NORTH FRANKLIN STREET
P.O. BOX 2562
TAMPA, FL 33601-2562
AN EQUAL OPPORTUNITY COMPANY

September 1, 2017

Page 9

#7: A signed letter approving the vacation from Jason Riegler, on behalf of the City of Winter Park's Wastewater Utility Department (dated 8/2/17)

[See Attached]

PETER H. SIMMONS

peter.simmons@lowndes-law.com
215 North Eola Drive, Orlando, Florida 32801-2028
T: (407) 418-6379 | F: 407-843-4444
MAIN NUMBER: 407-843-4600



July 20, 2017

VIA FACSIMILE

City of Winter Park
401 Park Avenue South
Winter Park, Florida 32789
Attn: Phil Daniels, Water/Wastewater Asst. Utility Director
Fax: 407-643-1680

Re: Request to Vacate Unused Utility Easement at 841 W. Canton Ave, Orlando, Florida

Dear Mr. Daniels:

I am in the process of requesting the City of Winter Park vacate an unused utility Easement Area (with such Easement Area and the respective rights thereto established pursuant to those certain instruments recorded in the Public Records of Orange County, Florida and enclosed herein for your review and reference). The Easement Area, as shown on the copy of the enclosed Boundary Survey, is located at 841 W. Canton Ave in Winter Park (with such parcel being more particularly depicted as Lot 2 on the enclosed Boundary Survey). In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Accordingly, after you have had an opportunity to review the enclosed documents and your records, please complete the form included below at your earliest convenience.

<input type="checkbox"/>	The subject parcel is not within our service area.
<input checked="" type="checkbox"/>	The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.
<input type="checkbox"/>	The subject parcel is within our service area. We object to the vacation.
Additional comments: <u>Only applicable to potable water and sanitary sewer.</u>	

Signature:	<u>Digitally signed by Jason Riegler, P.E.</u>
Print Name:	<u>DN: C=US, E=jriegler@cityofwinterpark.org,</u>
Title:	<u>O=City of Winter Park, OU=Water and</u>
Date:	<u>Wastewater Utility Department, CN= Jason</u>
	<u>Riegler, P.E."</u>
	<u>Date: 2017.08.02 14:09:10-04'00'</u>

July 20, 2017
Page 2

Please **promptly return this letter** (with the form above completed and signed by you on behalf of the above-named utility company) **to me via email** at peter.simmons@lowndes-law.com. If you have any questions, please do not hesitate to contact me.



Very truly yours,

Peter H. Simmons

Enclosures

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September 1, 2017

Page 10

**#8: Michael Passarella, on behalf of the City of Winter Park's Engineering Department
(dated 8/3/17)**

[See Attached]

PETER H. SIMMONS

peter.simmons@lowndes-law.com
215 North Eola Drive, Orlando, Florida 32801-2028
T: (407) 418-6379 | F: 407-843-4444
MAIN NUMBER: 407-843-4600



July 20, 2017

VIA FACSIMILE

City of Winter Park
401 Park Avenue South
Winter Park, Florida 32789
Attn: Terry Hotard, Electric Asst. Director
Fax: 407-599-3417

Re: Request to Vacate Unused Utility Easement at 841 W. Canton Ave, Orlando, Florida

Dear Mr. Hotard:

I am in the process of requesting the City of Winter Park vacate an unused utility Easement Area (with such Easement Area and the respective rights thereto established pursuant to those certain instruments recorded in the Public Records of Orange County, Florida and enclosed herein for your review and reference). The Easement Area, as shown on the copy of the enclosed Boundary Survey, is located at 841 W. Canton Ave in Winter Park (with such parcel being more particularly depicted as Lot 2 on the enclosed Boundary Survey). In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Accordingly, after you have had an opportunity to review the enclosed documents and your records, please complete the form included below at your earliest convenience.

<input type="checkbox"/>	The subject parcel is not within our service area.
<input checked="" type="checkbox"/>	The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.
<input type="checkbox"/>	The subject parcel is within our service area. We object to the vacation.

Additional comments: _____

Signature:	Michael A. Passarella
Print Name:	Michael Passarella
Title:	Sr. Electrical Engineer
Date:	Aug. 3, 2017

Digitally signed by Michael A. Passarella
DN: cn=Michael A. Passarella, o=City of Winter Park,
ou=Electric Utility Operations,
email=mpassarella@cityofwinterpark.org, c=US
Date: 2017.08.03 13:16:23 -0400

July 20, 2017

Page 2

Please **promptly return this letter** (with the form above completed and signed by you on behalf of the above-named utility company) **to me via email** at peter.simmons@lowndes-law.com. If you have any questions, please do not hesitate to contact me.



Very truly yours,

Peter H. Simmons

Enclosures

September 1, 2017

Page 11

#9: A signed letter approving the vacation from Marvin L. Usry, Jr., on behalf of Bright House Networks, Inc. (dated 8/29/17)

[See Attached]

PETER H. SIMMONS

peter.simmons@lowndes-law.com
215 North Eola Drive, Orlando, Florida 32801-2028
T: (407) 418-6379 | F: 407-843-4444
MAIN NUMBER: 407-843-4600



July 20, 2017

VIA FACSIMILE

Bright House Networks Inc.
3767 All American Blvd.
Orlando, Florida 32810
Attn: Marvin Usry;
PJ King, Construction Supervisor
Fax: 407-532-8544

Re: Request to Vacate Unused Utility Easement at 841 W. Canton Ave, Orlando, Florida

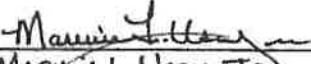
Dear Mr. Usry and Mr. King:

I am in the process of requesting the City of Winter Park vacate an unused utility Easement Area (with such Easement Area and the respective rights thereto established pursuant to those certain instruments recorded in the Public Records of Orange County, Florida and enclosed herein for your review and reference). The Easement Area, as shown on the copy of the enclosed Boundary Survey, is located at 841 W. Canton Ave in Winter Park (with such parcel being more particularly depicted as Lot 2 on the enclosed Boundary Survey). In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Accordingly, after you have had an opportunity to review the enclosed documents and your records, please complete the form included below at your earliest convenience.

-
- ☐ The subject parcel is not within our service area.
- ☒ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.
- ☐ The subject parcel is within our service area. We object to the vacation.

Additional comments: _____

Signature: 
Print Name: MARVIN L. USRY, JR.
Title: CONSTRUCTION SUPERVISOR
Date: 8/29/2017

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July 20, 2017
Page 2

Please promptly return this letter (with the form above completed and signed by you on behalf of the above-named utility company) to me via email at peter.simmons@lowndes-law.com. If you have any questions, please do not hesitate to contact me.



Very truly yours,

Peter H. Simmons

Enclosures

0038137\174730\4667050v1

**#10: A signed letter approving the vacation from Michel L. Champagne, on behalf of
Charter Communications, Inc. (dated 8/30/17)**

[See Attached]

PETER H. SIMMONS

peter.simmons@lowndes-law.com 215 North
Eola Drive, Orlando, Florida 32801-2028 T:
(407) 418-6379 | F: 407-843-4444 MAIN
NUMBER: 407-843-4600

July 20, 2017

VIA FACSIMILE

Bright House Networks Inc.
3767 All American Blvd.
Orlando, Florida 32810
Attn: Marvin Usry;
PJ King, Construction Supervisor
Fax: 407-532-8544

Re: Request to Vacate Unused Utility Easement at 841 W. Canton Ave, Orlando, Florida

Dear Mr. Usry and Mr. King:

I am in the process of requesting the City of Winter Park vacate an unused utility Easement Area (with such Easement Area and the respective rights thereto established pursuant to those certain instruments recorded in the Public Records of Orange County, Florida and enclosed herein for your review and reference). The Easement Area, as shown on the copy of the enclosed Boundary Survey, is located at 841 W. Canton Ave in Winter Park (with such parcel being more particularly depicted as Lot 2 on the enclosed Boundary Survey). In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Accordingly, after you have had an opportunity to review the enclosed documents and your records, please complete the form included below at your earliest convenience.

The subject parcel is not within our service area.

X The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

The subject parcel is within our service area. We object to the vacation.

Additional comments: _____

BRIGHT HOUSE NETWORKS, LLC

By: Charter Communications, Inc., Its Manager

Signature: Michel L. Champagne

Print Name: Michel L. Champagne

Title: Area Vice President, Field Operations

Date: 8/30/17



city commission agenda item

item type	Public Hearings	meeting date	11/13/2017
prepared by	Planning / CRA Manager Approval	approved by	City Manager, City Attorney
board approval	yes final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

subject

Ordinance - Amend the "Comprehensive Plan" Future Land Use Map to change from an Institutional Future Land Use designation to a Medium Density Residential Future Land Use designation on the First Church of Christ Scientist property at 650 North New York Avenue. (2)

motion / recommendation

Recommendation to approve the "Comprehensive Plan" Future Land Use Map amendment to change from an Institutional Future Land Use designation to a Medium Density Residential Future Land Use designation on the First Church of Christ Scientist property at 650 North New York Avenue.

background

The Future Land Use designation of the entire property is Institutional, which was based on the use of the property as a church. To be consistent with the R-3 zoning and proposed multi-family development, the applicant is also requesting that the Future Land Use designation be changed to Medium Density Residential for the portion they are purchasing.

alternatives / other considerations

N/A

fiscal impact

N/A

ATTACHMENTS:

Description

Ordinance

Upload Date

10/13/2017

Type

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF INSTITUTIONAL TO MEDIUM DENSITY RESIDENTIAL ON A PORTION OF THE PROPERTY AT 650 NORTH NEW YORK AVENUE, MORE PARTICULARLY DESCRIBED HEREIN PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Winter Park Planning and Zoning Commission, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on October 3, 2017, provided for participation by the public in the process, and rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on October 23, 2017 and on November 13, 2017 and provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.

NOW THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS:

SECTION 1. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to change the future land use map designation of Institutional to Medium Density Residential on the property at 650 North New York Avenue, being more particularly described as follows:

LOTS 8 THROUGH 13 AND NORTH 28.75' OF LOTS 14 THROUGH 19, BLOCK B, INCLUDING THE VACATED ALLEY WITHIN BLOCK B; PER THE PLAT OF STOVINS SUBDIVISION, BLOCK 5, AS RECORDED IN PLAT BOOK "A", PAGE 120 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Property Tax ID # 06-22-30-8332-02-080

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

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

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

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

Mayor

Mayor Steve Leary

Attest:

City Clerk



city commission agenda item

item type	Public Hearings	meeting date	11/13/2017
prepared by	Planning / CRA Manager Approval	approved by	City Manager, City Attorney
board approval	yes final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

subject

Ordinance - To amend the "Subdivision Regulations" so as to establish minimum criteria and standards for the subdivision or split of lakefront portions of properties across the street from the principal residence (1)

motion / recommendation

Recommendation to approve the Ordinance to amend the "Subdivision Regulations" in order to provide standards for the split of lake frontages across the street from the main home.

background

The city received a request for subdivision or lot split approval to divide the lakefront portion of 1486 Alabama Drive (across Alabama Drive on Lake Maitland) so the adjacent lot, 1488 Alabama Drive would also have a dock/boathouse and access to the Chain of Lakes.

The Comprehensive Plan and the Subdivision Code do not provide specific guidance regarding criteria for this circumstance. That is why the planning staff has proposed this Ordinance to remedy that situation.

The Objective and Policy from the Comprehensive Plan below clearly state that the intention is to limit development and density on the lakefronts. However, it is not clear whether "density" means houses or boathouses.

OBJECTIVE 1-5.1: MAINTAIN AND PRESERVE THE CHARACTER AND QUALITY OF LAKEFRONT AND OTHER WATERFRONT DEVELOPMENT THROUGH THE USE OF LAND USE CONTROLS. It is the intent of the City to apply land use controls to maintain and preserve the existing density, character and quality of lakefront land use by prohibiting lot splits and maintaining low densities.

Policy 1-5.1.1: Preserve Lakefront Estates. To maintain the diversity of sizes of lakefront properties and estates and to strongly discourage the subdivision or split of such properties, the City shall preserve low densities along the City's lakefront

property, including larger lakefront estates in order to perpetuate the unique character of Winter Park that sets it apart from other cities throughout Florida.

In the Subdivision and Zoning Codes there is no specific mention of the minimum size or width requirements for the portion of the property on the lake across the street from the home. Thus, one could make an argument that there are no minimum size requirements for lakefront parcels split by a street from the main building site. However, in that case, homeowners would have the right to divide their lakefronts to any width standard they desired and presumably have the "right" to do so as no variance is necessary. An alternative interpretation is that the same width requirements exist for the lakefront portion of the property, as the principal residence since the dock/boathouse is an accessory use to the principal residence. Since this is not clear in the Subdivision or Zoning Code, the planning staff is proposing this Ordinance to establish standards for requests such as this.

Planning Staff Analysis: The paramount concern for staff is the precedent set with regards to the 84 instances in the City where the lakefront portion of the property is separated by the intervening street. Those situations exist, on Alabama Drive on Lake Maitland, for a section of Osceola Avenue on Lake Mizell; for a section of Lakeview Drive on Lake Virginia and for a portion of Fawsett Road on Lake Sue.

There are significant economic incentives for these 84 lakefront owners to consider the sale of a portion of their lakefront and a corresponding positive economic incentive for non-lakefront owners who live close to the lake to gain lakefront access. The Zoning Code has a stated goal of keeping the lakefronts "as natural as reasonably possible" and the negative effect for the City would be exactly the opposite if multiple additional boathouses could be built along the lakeshores.

Subdivision Code Ordinance: To help remedy this precedent concern and provide criteria for the future the applicants and staff, the staff is proposing a companion ordinance to amend the Subdivision Regulations to establish criteria. Once the City specifically adopts criteria then variances to those standards can be denied by the City Commission. The three criteria that the proposed ordinance establishes are:

1. That the same lot width standards apply to the lakefront portion of the property as they do to the principal residence, thus a variance is required;
2. That the split may be approved only when the benefiting lot is directly across the street from the parcel (which is defined as within 70 feet). In this way homes down the street or around the corner cannot benefit, and
3. That the end result is a consolidated property with both the lakefront and main residence property included in the deed and Property appraiser description, so that it cannot be sold off later to another third party.

In summary, the ordinance criteria clarifies that any split is a variance, (so the City can deny); the receiving property must be directly across the street from the parcel (within 70 feet) and that the new owner can't later decide to sell it off to a third party. From the analysis presented by the applicant and the staff's review there are only three other properties that could qualify to meet these criteria.

Public Notice: Notice was sent to all 84 properties within the City that have deeded lakefront land across the street from their home.

Planning and Zoning Board Minutes – October 3, 2017:

REQUEST OF DEBORAH CROWN AND BRANDON & JENNIFER LENOX FOR: SUBDIVISION OR LOT SPLIT APPROVAL TO DIVIDE THE LAKEFRONT PORTION OF THE PROPERTY AT 1486 ALABAMA DRIVE SUCH THAT THE ADJACENT HOME AT 1488 ALABAMA DRIVE WILL ACQUIRE THAT SPLIT PORTION OF THE LAKEFRONT ACROSS THE STREET FROM THESE TWO HOMES.
REQUEST OF THE CITY OF WINTER PARK TO: AMEND THE "SUBDIVISION REGULATIONS" SO AS TO ESTABLISH MINIMUM CRITERIA AND STANDARDS FOR THE SUBDIVISION OR SPLIT OF THE LAKEFRONT PORTIONS OF PROPERTIES LOCATED ACROSS THE STREET FROM THE PRINCIPAL RESIDENCE.

Planning Manager, Jeff Briggs, presented the Staff Report. He explained that Deborah Crown (owner of 1488 Alabama Drive) and Brandon & Jennifer Lenox (owners of 1486 Alabama Drive) are requesting subdivision or lot split approval to divide the lakefront portion of the Lenox property (across Alabama Drive on Lake Maitland) so that both properties may have a dock/boathouse and access to the Chain of Lakes.

Mr. Briggs explained that both parties desire to split off the western portion of the lakefront so that the Crown property at 1488 Alabama Drive can purchase and own a portion of the lakefront that is 20 feet wide at the street and 50 feet wide on Lake Maitland. He stated that the property is zoned (R-1AA) and total property is 125 feet across the lake, it is 105 feet across the street. Along with the purchase comes the existing boathouse owned by the Lenox. The split would leave the Lenox property at 1486 Alabama drive with a lakefront parcel that has 85 feet on the street and 75 feet on Lake Maitland. The Lenox would then build a new boathouse on their property, subject to approval from the Lakes & Waterways Board.

Mr. Briggs stated that the paramount concern for staff related to this request is the precedent set with regards to the other 84 instances in the City where the lakefront portion of the property is separated by the intervening street. Those situations exist, such as in this case on Alabama Drive on Lake Maitland, for a section of Osceola Avenue on Lake Mizell; for a section of Lakeview Drive on Lake Virginia and for a portion of Fawsett Road on Lake Sue. He noted that there are significant economic incentives for these 84 lakefront owners to consider the sale of a portion of their lakefront and a corresponding positive economic incentive for non-lakefront owners who live close to the lake to gain lakefront access. The Zoning Code has a stated goal of keeping the lakefronts "as natural as reasonably possible" and the negative effect for the City would be exactly the opposite if multiple additional boathouses could be built along the lakeshores.

Mr. Briggs went on to explain that in order to remedy this precedent concern and provide criteria for the future, the applicants and the staff are proposing a companion ordinance to amend the Subdivision Regulations to establish criteria for the future. Once the City specifically adopts criteria then variances to those standards can be denied by the City Commission. The three criteria that the proposed ordinance establishes are:

1. That the same lot width standards apply to the lakefront portion of the property

- as they do to the principal residence, thus a variance is required;
2. That the split may be approved only when the benefiting lot is directly across the street from the parcel (which is defined as within 70 feet). In this way homes down the street or around the corner cannot benefit, and
 3. That the end result is a consolidated property with both the lakefront and main residence property included in the deed and Property appraiser description, so that it cannot be sold off later to another third party.

Mr. Briggs summarized by stating that the ordinance criteria clarifies that any split is a variance, (so the City can deny); you must be directly across the street from the parcel (within 70 feet) and that you can't later decide to sell it off to a third party. From the analysis presented by the applicant and the staff's review there are only three other properties that could qualify to meet these criteria. Thus, the staff's concerns about the precedent setting nature of this approval are mitigated by the companion ordinance.

Staff recommendation is for approval of both the subdivision/lot split as well as the Companion Ordinance. Mr. Briggs answered questions from the Board.

Attorney, Stuart Buchan of Swann Hadley Stump Dietrich & Spears, 200 E New England Avenue, Winter Park, FL, represented the applicants. He reiterated Mr. Briggs' review of the Comprehensive Plan where it states that Winter Park puts a high value on its lakefront homes because it is a characteristic that makes the City unique and in order to protect that, the City does not want more density on the lake. Mr. Buchanan stated that he feels this project accomplishes both goals of the City in that it creates, what is almost a lakefront estate, into a true lakefront estate as the property will have a boat dock, at the same time, because it is a unique circumstance, does not create more density since the crown house is already exists. Lastly, Mr. Buchanan stated that applicants agreed to and are in support of the text and language amendments to the code.

Applicant, Deborah Crown, 1466 Alabama Drive addressed the Board. She explained that at the suggestion of Staff, one of the first things she did was speak to the neighbors to explain the lakefront lot split request and make sure that they would be comfortable with the project. She presented a signed petition from the neighbors in support of the lakefront split.

Applicant, Brandon Lenox, 1486 Alabama Drive addressed the Board. He explained in preparing for this request he spent a considerable amount of time doing research on lakefront properties in the City of Winter Park. He presented information to the Board showing that this request is an isolated event and why it would benefit the City as well as the applicants. He answered questions from the Board related the shape of the portion of the lot being sold in this request and the location of the dock.

No one else wished to speak. Public hearing closed.

The Planning Board members discussed the combined requests and agreed that the Subdivision Code amendment was necessary to establish rules for these circumstances and to avoid a precedent for other such circumstances. The Board members agreed that since the Crown property was directly across the street and the

immediate neighbors were in support that the split was acceptable in this circumstance.

Motion made by Ray Waugh, seconded by Laura Turner for subdivision or lot split approval to divide the lake front portion of the property at 1486 Alabama Drive such that the adjacent home at 1488 Alabama Drive will acquire that split portion of the lakefront across the street from these two homes.

Motion carried unanimously with a 7-0 vote.

Motion made by Ray Waugh, seconded by Laura Turner to amend the "Subdivision Regulations" so as to establish minimum criteria and standards for the subdivision or split of the lakefront portions of properties located across the street from the principal residence.

Motion carried unanimously with a 7-0 vote

alternatives / other considerations

N/A

fiscal impact

N/A

ATTACHMENTS:

Description

Upload Date

Type

Ordinance

10/24/2017

Ordinance

Backup Materials

10/24/2017

Backup Material

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE VI, "SUBDIVISION AND LOT CONSOLIDATION REGULATIONS" SO AS TO ESTABLISH MINIMUM CRITERIA AND STANDARDS FOR THE SUBDIVISION OR SPLIT OF THE LAKEFRONT PORTIONS OF PROPERTIES LOCATED ACROSS THE STREET FROM THE PRINCIPAL RESIDENCE, PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City desires to establish standards and criteria to apply to any future request to subdivide the lakefront portion of properties located across the street from the principal residence, and

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

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

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

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

SECTION 1. That Chapter 58 "Land Development Code", Article VI "Subdivision and Lot Consolidation Regulations" of the Code of Ordinances is hereby amended and modified by adding a new Section 58-393 "Accessory Lakefront Lot Standards" to read as follows:

Sec. 58-393. Accessory Lakefront Lot Standards.

Subdivision/lot splits of lakefront property located across a street from the principal lot with the main residence shall maintain the same lot width on the lake as is required for main residence. Subdivision/lot splits of lakefront property located across a street from the principal lot with the main residence may be allowed by the City Commission, as a variance if: (i) the property which is to benefit and own and use the land for access to the lake and/or for use by an accessory structure such as a dock or boathouse is located within seventy (70) feet of the lakefront property, and (ii) that portion of the lakefront property which is to be split off must be consolidated into the deed and Orange County Property Appraiser as a unified parcel.

|

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

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

SECTION 4. CODIFICATION. It is the intention of the City Commission of the City of Winter Park, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Winter Park, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

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

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

Mayor Steve Leary

Attest:

City Clerk

Google Maps 1466 Alabama Dr



Image capture: Apr 2016 © 2017 Google United States

Winter Park, Florida

Google, Inc.

Street View - Apr 2016



Policy 1-4.4.9: Proposed Annexation Areas. The City has and shall continue to achieve the coordination with Orange County prior to annexing the four unincorporated Annexation Reserve Areas (ARAs) identified below:

1. **Annexation Reserve Area #1: Lake Killarney.** ARA #1 is a growth annexation area comprised of 198 acres, is located north of Fairbanks Avenue and is bounded by Lake Killarney on the north. The area contains approximately 1,300 residents and is primarily designated Low-Density Residential to the south side of the Lake, Office to the west along Wymore, and the Killarney Elementary School, located to the southwest near I-4, is designated Institutional. Annexation of this area would extend the City limits of Winter Park to I-4, the major barrier west of the City limits.
2. **Annexation Reserve Area #2: Kentucky/Oglesby.** ARA #2 is a growth annexation area comprised of 13± acres and accommodating approximately 40 residents, is located south of Fairbanks Avenue, north of Oglesby Avenue, east of I-4 and east and west of Clay Street. Annexation of this area would fill in the gap between the existing City limits and the City limits of Orlando to the south.
3. **Annexation Reserve Area #3: Lawndale.** ARA #3 is a growth annexation area containing 50± acres and approximately 300 residents, is located south of Minnesota Avenue, north of Harmon Avenue, west of Clay Street, and east of Wisconsin Avenue with a section extending north of Minnesota following Jackson Avenue west of Nicolet Avenue and east of Harold Avenue. Annexation of this area would fill in the gap between the existing City limits and the City limits of Orlando to the south.
4. **Annexation Reserve Area #4: Stonehurst.** ARA #4 is an enclave comprised of 5.6 acres and containing approximately 30 persons located in 13 single-family dwellings, is located in the south section of the City, south of Lake Virginia, north of Glenridge Way, between Lauren Road and Winchester Drive. This area is an unincorporated Orange County enclave, completely surrounded by the City limits of Winter Park.

GOAL 1-5: QUALITY AND CHARACTER. The City recognizes the many unique areas of the City and provides planning processes and regulations that ensures quality development while reflecting the context and heritage of the many facets of Winter Park.

OBJECTIVE 1-5.1: MAINTAIN AND PRESERVE THE CHARACTER AND QUALITY OF LAKEFRONT AND OTHER WATERFRONT DEVELOPMENT THROUGH THE USE OF LAND USE CONTROLS. It is the intent of the City to apply land use controls to maintain and preserve the existing density, character and quality of lakefront land use by prohibiting lot splits and maintaining low densities.

Policy 1-5.1.1: Preserve Lakefront Estates. To maintain the diversity of sizes of lakefront properties and estates and to strongly discourage the subdivision or split of such properties, the City shall preserve low densities along the City's lakefront property,

including larger lakefront estates in order to perpetuate the unique character of Winter Park that sets it apart from other cities throughout Florida.

Policy 1-5.1.2: Limitations of Development of Waterfront Lots. The City shall require that the Planning and Zoning Board review and approve plans for construction on all waterfront properties.

Policy 1-5.1.3: Restrictions on Lake or Canal Lot Development. The Planning and Zoning Board Commission shall have the discretion to place conditions on any lake or canal lot construction plan approval and to impose more stringent and restrictive requirements and development standards due to the environmental sensitivity of these properties.

Policy 1-5.1.4: Management of Lakefront Development. The City shall restrict lakefront development outside of the floodplain and lake setback areas around the lakes to the lowest density residential land uses with the corresponding lot coverage and impervious coverage.

Policy 1-5.1.5: Management of Undeveloped Lakefront Lots. Lakefront areas that are undeveloped but previously platted and in common ownership may combine lots so as to conform to the minimum lot sizes and frontages required or the average lot sizes and frontages of existing lots within a 500 ft. radius whichever is greater.

Policy 1-5.1.6: Development of Large Lakefront Tracts to Provide Adequate Public Access for Public Purposes. The development of large unplatted lakefront tracts shall include provisions for public access of a passive nature and public visual access along with agreements for the proper maintenance of these areas.

Policy 1-5.1.7: Lakefront Setbacks. The City shall enforce a minimum fifty (50) foot lakefront setback and require site plan review for all lakefront and canal front construction. The City shall prohibit filling in lakefront and stream front wetlands and shall require a conditional use approval for any type of allowable construction in such areas. In addition, no encroachment, fill, or other new development shall be permitted in a floodway. Development of flood prone areas shall be addressed on a site by site basis as part of the site plan review or conditional use process. The City shall coordinate with the State, the St. Johns River Water Management District, the East Central Florida Regional Planning Council, Orange County, state agencies, and other agencies concerned with managing natural resources. Such intergovernmental coordinating activities shall be directed toward protecting the values and functions of respective natural systems.

OBJECTIVE 1-5.2: PRESERVE THE QUALITY AND CHARACTER OF WINTER PARK'S RESIDENTIAL NEIGHBORHOODS. By recognizing and maintaining the variety of neighborhoods and housing types available throughout the City, the City will protect and conserve the diverse range of residential opportunities.

Lenox/Crown Property Report

All data was obtained through the Orange County Property Appraiser's Office, Orange County Tax Collector's Office and The City of Winter Park.

Part 1.

There are 84 homes in the City of Winter Park where a street divides the property with a home on it from lakefront property across the street. Of the 84 homes, 78 have deeded lakefront land across the street. Among the 6 homes that do not have a deeded piece of property across the street, 5 of the properties across the street are owned by either the City of Winter Park (4), or Rollins College (1). The single remaining property is 1466 Alabama Dr (Crown Residence). Land directly across the street is owned by the Lenox Residence (1486 Alabama Dr).

6 Properties that do not have deeded land on the lake with direct lake views:

1. 165 W. Fawsett Rd. - Direct view of Lake Sue across the street. Land across the street is owned by the city of Winter Park. Parcel ID 18-22-30-2844-00-005
2. 937 Lakeview Dr. - Direct view of Lake Virginia across the street. Land across the street is owned by Rollins College. Parcel ID 05-22-30-9400-63-010
3. 905 Lakeview Dr. - Direct view of Lake Virginia across the street. Land across the street is owned by the City of Winter Park. Parcel ID 07-22-30-1490-00-001
4. 1110 Alabama Drive - Direct view of Canal across the street. Canal Land deeded to the City of Winter Park Parcel ID 31-21-30-4220-04-160
5. 1450 Alabama Drive – No deeded land. Partial view of Lake Maitland. Land across the street is deeded to the City of Winter Park. Parcel ID 31-21-30-4220-00-000
6. 1466 Alabama Drive – Direct View of Lake Maitland No Deeded Land (Crown residence). Land across the street is owned by 1486 Alabama Dr (Lenox Residence)

Below is a list of the 79 properties that have deeded lakefront land across the street from the home.

Lake Sue

185 W. Fawsett Rd
201 W. Fawsett Rd
235 W. Fawsett Rd
251 W. Fawsett Rd
2290 W. Fawsett Rd
2200 W. Fawsett Rd
2170 W. Fawsett Rd

2150 W. Fawsett Rd
2130 W. Fawsett Rd
2110 W. Fawsett Rd
2010 W. Fawsett Rd
2020 W. Fawsett Rd
2050 W. Fawsett Rd
2060 W. Fawsett Rd
2080 W. Fawsett Rd
1936 W. Fawsett Rd
1900 W. Fawsett Rd
1860 W. Fawsett Rd

Lake Virginia

1169 Lakeview Dr
1167 Lakeview Dr
1135 Lakeview Dr
1111 Lakeview Dr
1071 Lakeview Dr
1055 Lakeview Dr
1035 Lakeview Dr
1023 Lakeview Dr
1005 Lakeview Dr
965 Lakeview Dr
945 Lakeview Dr

Lake Mizell

1000 Genius Dr
1008 Genius Dr
1016 Genius Dr
1024 Genius Dr
913 Osceola Ave - No Direct View of the Lake
919 Osceola Ave
921 Osceola Ave
1001 Osceola Ave
1031 Osceola Ave
1041 Osceola Ave
1101 Osceola Ave
1141 Osceola Ave
1200 Osceola Ave
1220 Osceola Ave

Lake Maitland

1218 Alabama Drive
1230 Alabama Drive
1246 Alabama Drive
1260 Alabama Drive

1288 Alabama Drive
1292 Alabama Drive
1360 Alabama Drive
1400 Alabama Drive
1486 Alabama Drive – Lenox Residence
1500 Alabama Drive
1510 Alabama Drive
1520 Alabama Drive
1530 Alabama Drive

Lake Killarney

230 Killarney Dr
240 Killarney Dr
250 Killarney Dr
300 Killarney Dr
320 Killarney Dr
350 Killarney Dr
400 Killarney Dr
430 Killarney Dr
1838 Killarney Dr
1840 Killarney Dr
1894 Killarney Dr
1898 Killarney Dr
1891 Killarney Dr
115 Killarney Dr
131 Killarney Dr
139 Killarney Dr
143 Killarney Dr
145 Killarney Dr
1321 Fairview Ave
1300 Fairview Ave
120 Broadview

Part 2.

Below is a summary of every Winter Park street that has a lakefront home on it.
Noted are any properties that have some variance related to lakefront access.

Lake Maitland

Gipson Green Lane – None
Bett Mar Lane – None
Columbia Ln – None
Legion Dr – None
Summerland Ave – None

Gaines Way – None

Summer Way

1. 1662 Summer Way – narrow strip of land for lake access. No direct view of Lake Maitland

Green Cove Rd – None

New York Ave – None

North Park Ave – None

Old England Ave – None

Anchorage Ct – None

McKean Cir – None

Palmer Ave

1. 721 Palmer Ave – Narrow strip of land behind 751 Palmer Ave. for Canal/Lake Access. 721 Palmer and 751 Palmer share a single boathouse on the canal.
2. 1031 Palmer Ave owns land on the canal with a boathouse and lake access. 1031 Palmer Ave does not sit on the canal, across the street from the canal, or adjacent to the water/canal. 1031 Palmer is Located on the corner of Palmer Ave and Alabama Dr (closer to Temple) and is 0.4 miles from the canal property.

Mayfield Ave

1. 820 Mayfield Ave - owns land on the canal with a boathouse and lake access. 820 Mayfield does not sit on the canal, across the street from the canal, or adjacent to the water/canal.
2. 920 Mayfield Dr - owns land on the canal with a boathouse and lake access. 920 Mayfield does not sit on the canal, across the street from the canal, or adjacent to the water/canal. *** Deed for land was transferred from 841 Mayfield Ave to 920 Mayfield Ave in 2016. 920 Mayfield Ave is located .35 miles from the owned boathouse.

Alabama Dr

1. 1737 Alabama Drive owns land on the canal with a boathouse and lake access. 1737 Alabama Drive does not sit on the canal or adjacent to the water/canal. **Deed to canal property for 1737 Alabama Drive was transferred from 1760 Alabama Dr in 2015. 1737 is located on the corner of Alabama Drive and Via Tuscany and 1737 Alabama is located 0.4 Miles from the canal property.
2. 1764 Alabama Drive - owns land on the canal with a boathouse and lake access. 1764 Alabama Drive does not sit on the canal, across the street from the canal, or adjacent to the water/canal. 1764 Alabama is located 0.45 Miles from the canal land.
3. 1710 Alabama Drive owns land on the canal with a boathouse and lake access. 1710 Alabama Drive does not sit on the canal, across the street from the canal, or adjacent to the water/canal. 1710 Alabama Drive is located on

the intersection of Alabama Drive and Via Tuscany 0.5 miles from the canal property.

4. 1287 Alabama Drive (canal property) is owned by the owners of 870 Mayfield Ave. 870 Mayfield Ave does not sit on the canal, across the street from the canal, or adjacent to the water/canal. 870 Mayfield is located in between the intersections of Mayfield Ave and Harding Ave and Mayfield Ave and Alabama way. 870 Mayfield Ave is located 0.3 miles form the property on the canal (1287 Alabama Dr).
5. ***1529 Alabama Dr*** – 1529 Alabama Dr is lakefront property only. There is no house across the street. Property mailing address is a PO Box and deeded to a Trust.

Interlachen Ave

1. 300 South Interlachen Ave Unit 303 – Owns a boathouse located at 1291 Alabama Drive. 300 South Interlachen Ave Unit 303 does not sit on the canal, across the street from the canal, or adjacent to the water/canal. 300 South Interlachen Ave Unit 303 is 1.5 miles form the owned property on the canal (1291 Alabama Drive)

1011 Ayrshire St, Orlando, FL 32803

1. 1011 Ayrshire St, Orlando, FL 32803 owns the canal lot and boathouse located at 1293 Alabama Drive. 1011 Ayrshire St, Orlando, FL 32803 does not sit on the canal, across the street from the canal, or adjacent to the water/canal. 1011 Ayrshire St, Orlando, FL 32803 is located in the city of Orlando and is 3.5 miles from the canal property on 1293 Alabama Drive.

Via Tuscany – None

Isle of Sicily – All properties have lake access in back yard and across the street. There are no properties on the street that lack accesses therefore there are no adjacent properties that could request lakefront property via a purchase or variance.

Pinetree Rd – None

Venetian Way –

1. 2105 Venetian Way – narrow strip of lake access

Azalea Place

1. 2211 Azalea Place – narrow strip of lake access. All adjacent properties have lake access.

Poinciana Ln – None

Lake Osceola

Georgia Ave – None
Seminole Drive – None
Palmer Ave – None
Via Bella – None
Greentree Drive – None
Temple Grove – None
Bonita Dr – None

***Alberta Drive

1. 1210 Alberta Drive granted land across the street from Lake Osceola. Land is a narrow walkway solely for the purpose of access to Lake Osceola. Strip is 10 ft. in width with a dock at the end of the access on Lake Osceola. From 1210 Alberta Drive there is no direct view to the lake.

Lakewood Drive

1. 495 Lakewood Drive – Narrow strip of land for lake access adjacent to Winter Park Owned Park

Trismen Terrace – None
Osceola Ct – None
Chase Ave – None
Interlachen Ave – None
Webster Ave – None
Kiwi Circle – None

Lake Virginia

520 East Lake Sue Ave

1. 520 East Lake Sue Ave owns a narrow strip of land across Virginia Dr. Home does not have a direct line of sight to lake Virginia.

Lake Virginia Drive

1. Access granted to 520 East Lake Sue Ave property. See above.

Preserve Point Dr – None
Genius Drive – None
Osceola – None
Lakeview Drive – None
Stirling Ave – None
College Pt. – None
Highland Rd – None
Henkel Cir – None

Lake Mizell

Audubon Lane – None
Henkel Cir – None

Osceola Ave

1. 892 Osceola Ave – Land has been divided to allow for owners across Osceola Ave to have Access to Lake Mizell.
2. 913 Osceola Ave – Deeded land across the street to Lake Mizell. Land is surrounded on both sides by 829 Osceola Ave (above)
3. 919 Osceola Ave – Deeded land across Osceola Ave. (As above)
4. 9210 Osceola Ave – 859 Square foot piece of land on Lake Mizell that is owned by 138 Detmar Rd. Detmar road is not on or adjacent to Lake Mizell.

Genius Dr – None

Lake Berry

Genius Dr – None

Balmoral Rd – None

Lake Berry Dr – None

Chase Landing Way – None

Preserve Point Dr – None

Lake Killarney

Killarney Drive

1. Parcel ID # 12-22-29-4172-07-001 (Deeded Address) – 0.03 acre piece of land on Lake Killarney. Land is not owned by adjacent properties on Lake Killarney. Deeded to owners with a mailing address of 325 S, Orlando Ave. 325 S. Orlando Ave is a commercial building. Owner's homesteaded property is located in Apopka.
2. 1801 Killarney Drive - 0.1 vacant lakefront property with no lot/home adjacent to it. Deeded address is 355 Starling Rd, Winter Park, FL 32789 (0.2 miles from 1801 Killarney Dr)

Lakeview Ave

1. 438 Lakeview Ave – Parcel Number 12-22-29-4172-01-102. 0.07-acre lakefront lot on Lake Killarney with no deeded land or home adjacent or across the street. Deeded Owners are located at 825 Dixie Pkwy, Winter Park, FL 32789 (1.9 miles from lakefront land).

Kilshore Lane – None

Blue Heron Dr – None

Killarney Dr – None

Euston Rd. – None

Lotafun Ave – None

Ololu Dr- None

Rippling Ln

1. Parcel ID 02-22-29-0000-00-085 – Property is a 10ft wide strip of land on Lake Killarney deeded to property at 212 Rippling Lane, which is across the street from the lakefront properties. 10ft strip is between two lakefront properties. No other property that is across the street from Lake Killarney

on Rippling Ln has land access to Lake Killarney.

Lake Dr

1. 2120 Lake Drive – Property is a 10ft wide strip of land for lake access deeded to an LLC registered at 505 Lakefront Blvd, Winter Park Florida. 505 Lakefront Blvd is located 1.1 miles from 2120 Lake Drive. The lot is non buildable (0.07 acres) and for the sole purpose of lake access.

Boitnott Ln – None

Country Club Drive – None

Lake Bell

Kindel Ave – None

Turner Rd – None

Lake Bell Dr – None

Early Ave – None

Lake Wilderness

Early Ave – None

Albert Lee Parkway – None

Lake Spider

Barker Dr – None

Lake Spider Dr – None

St George St – None

Lake Sue

1. 1941 Englewood Rd is deeded a narrow strip of land for access to Lake Sue on Fawsett Rd. 1941 Englewood is a block from Lake Sue behind the lakefront homes and does not have a direct view of the lake.

**SWANN HADLEY STUMP
DIETRICH & SPEARS**
PROFESSIONAL ASSOCIATION

Pervie P. Swann (1895-1984)

Sharon B. Abner
Karen M. Brown
Stuart P. Buchanan
D. Paul Dietrich II
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Since 1924
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Benjamin C. Iseman
Richard A. Leigh
Douglas C. Spears
John R. Stump
Richard R. Swann

Donald P. Dietrich
Of Counsel

September 6, 2017

Dear Mr. Briggs:

Thank you for taking the time to meet with Jennifer & Brandon Lenox (the "Owners"), Deborah Crown (the "Applicant") and myself. The Owners live at 1486 Alabama Drive and the Applicant has purchased the home at 1466 Alabama Drive. The Owners' home and the Applicant's home are adjacent to each other and both are across the street from Lake Maitland. All of the property in front of the two homes that is between Alabama Drive and Lake Maitland belongs to the Owner.

The attached Application for Subdivision requests that a portion of the land between Alabama Drive and Lake Maitland be subdivided (i.e. split) from the Owner's property and consolidated with the Applicant's property. We expect that the consolidation will be a condition of approval for the subdivision. The City's Comprehensive Plan and Code discourage subdivision of lake front properties so that there is not an increase in density in order to encourage lakefront estates. We believe the Application meets both of these goals in that it does not increase density by creating a new dwelling unit while at the same time creating a lakefront estate which is consistent with the characteristics of the neighborhood.

Based on research done by the Owners, we believe there are no other properties in Winter Park, other than a few owned by the City or Rollins College, which share the characteristics of the Applicant's property of being across the street from a lake and separated from the lake by a road where the land between the road and lake are owned by a private person/entity. Therefore, the action requested by the Applicant will not set precedent as the characteristics of these properties are unique. However, in order to confirm exactly what circumstances may allow for subdivision of lakefront property, the Applicant also requests the following text amendment to the City Code:

"Subdivision/lot splits of lakefront property may be allowed as a variance if: (i) the property from which the land is to be split shall be on a lake and divided by a public right of way, (ii) the property which the land will be consolidated with shall be across a public right of

way from a lake, (iii) both the property from which the land will be split and the property with which the land will be consolidated must be adjacent to each other along their side yard boundaries, (iv) that portion of the lakefront property which is to be split off cannot be between the property from which it is to be split and the lake, (v) that portion of the lakefront property which is to be split off must be between the property with which it will be consolidated and the lake. For purposes of determining the location of the property to be split off in relation to the lake, a line shall be drawn from the middle of road frontage of the lot from which it will be split (or the middle of the road frontage of lot with which it will be consolidated) to the middle of the split off lot, and whether a straight line between those two points extend into the contiguous lake.”

Thank you for working with us on this Application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stuart Buchanan", with a long horizontal flourish extending to the right.

Stuart Buchanan

Legal Description for 1486 Alabama Drive, Winter Park, Florida 32789

J KRONENBERGER SUB G/56 BLOCK C LOT 10 DESC: FROM THE SE CORNER OF LOT 10 RUN N20-14-00W 31 FT FOR THE POB TH S89-16-00W 67.22 FT TH NWLY 147.77 FT TO A POINT ON THE NORTH LINE OF LOT 10 A DISTANCE OF 25 FT ELY OF THE NW CORNER OF LOT 10 TH ELY 75 FT ALONG THE NORTH LINE OF LOT 10 TO THE NE CORNER THEREOF TH S20-14-00E 147 FT TO THE POB & BEG AT THE SE CORNER LOT 10 TH N20-14-00W 30.45 FT TH S89-20-20W 67.45 FT TH S23-07-20E 28.51 FT TH N89-31-00E 22.82 FT TH S87-42-00E 44 FT TO THE POB & A STRIP OF LAND BEGINNING AT THE POINT OF INTERSECTION OF THE NLY LINE OF ALABAMA DR WITH THE PROLONGATION NLY OF THE WLY BOUNDARY LINE OF LOT 10 TH NORTH ALONG SAID PROLONGATION TO THE SHORELINE OF LAKE MAITLAND TH ELY ALONG SHORELINE TO THE POINT OF INTERSECTION OF SHORELINE WITH A PROLONGATION NLY OF THE ELY BOUNDARY OF LOT 10 TH WLY ALONG NLY SIDE OF ALABAMA DR 100 FT MORE OR LESS TO THE POB



city commission agenda item

item type	Public Hearings	meeting date	11/13/2017
prepared by	Planning / CRA Manager Approval	approved by	City Manager, City Attorney
board approval	final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

subject

Request of Deborah Crown and Brandon & Jennifer Lenox for subdivision or lot split approval to divide the lakefront portion of the property at 1486 Alabama Drive

motion / recommendation

Recommendation to approve the lot split request to divide the lake front portion of the property at 1486 Alabama Drive such that the adjacent home at 1488 Alabama Drive will acquire that split portion of the lakefront across the street from these two homes.

background

Deborah Crown (owner of 1488 Alabama Drive) and Brandon & Jennifer Lenox (owners of 1486 Alabama Drive) are requesting subdivision or lot split approval to divide the lakefront portion of the Lenox property (across Alabama Drive on Lake Maitland) so that both properties may have a dock/boathouse and access to the Chain of Lakes.

Property Characteristics and Lot Split Request: The Lenox property at 1486 Alabama Drive, (like their three neighbors to the east), have their home on one side of Alabama Drive and their lakefront across Alabama Drive from their home. The property is zoned R-1AA and their lakefront portion is zoned R-1AAA and has approximately 105 feet of frontage on the street and 125 feet of frontage on Lake Maitland.

The two parties desire to split off the western portion of the lakefront so that the Crown property at 1488 Alabama Drive can purchase and own a portion of the lakefront that is 20 feet wide at the street and 50 feet wide on Lake Maitland. Along with the purchase comes the existing boathouse owned by the Lenox. The split would leave the Lenox property at 1486 Alabama Drive with a lakefront parcel that has 85 feet on the street and 75 feet on Lake Maitland. The Lenox would then build a new boathouse on their property, subject to approval from the Lakes & Waterways Board.

Based on the criteria for subdivision or lot splits for accessory lakefront lots, this request requires a variance since the divided lakefront properties will not maintain the same lot width on the lake as required for the main residence. The accessory lakefront lot widths at the lake would be 50 feet and 75 feet in lieu of the required 150 feet. However, it does meet the criteria for a variance since the property will benefit a property within 70 feet of the lakefront property, and the Crown property at 1488 Alabama Drive will consolidate this lakefront portion into their deed and Orange County Property Appraiser as a unified parcel.

Planning and Zoning Board Minutes – October 3, 2017:

REQUEST OF DEBORAH CROWN AND BRANDON & JENNIFER LENOX

FOR: SUBDIVISION OR LOT SPLIT APPROVAL TO DIVIDE THE LAKEFRONT PORTION OF THE PROPERTY AT 1486 ALABAMA DRIVE SUCH THAT THE ADJACENT HOME AT 1488 ALABAMA DRIVE WILL ACQUIRE THAT SPLIT PORTION OF THE LAKEFRONT ACROSS THE STREET FROM THESE TWO HOMES.

REQUEST OF THE CITY OF WINTER PARK TO: AMEND THE "SUBDIVISION REGULATIONS" SO AS TO ESTABLISH MINIMUM CRITERIA AND STANDARDS FOR THE SUBDIVISION OR SPLIT OF THE LAKEFRONT PORTIONS OF PROPERTIES LOCATED ACROSS THE STREET FROM THE PRINCIPAL RESIDENCE.

Planning Manager, Jeff Briggs, presented the Staff Report. He explained that Deborah Crown (owner of 1488 Alabama Drive) and Brandon & Jennifer Lenox (owners of 1486 Alabama Drive) are requesting subdivision or lot split approval to divide the lakefront portion of the Lenox property (across Alabama Drive on Lake Maitland) so that both properties may have a dock/boathouse and access to the Chain of Lakes.

Mr. Briggs explained that both parties desire to split off the western portion of the lakefront so that the Crown property at 1488 Alabama Drive can purchase and own a portion of the lakefront that is 20 feet wide at the street and 50 feet wide on Lake Maitland. He stated that the property is zoned (R-1AA) and total property is 125 feet across the lake, it is 105 feet across the street. Along with the purchase comes the existing boathouse owned by the Lenox. The split would leave the Lenox property at 1486 Alabama drive with a lakefront parcel that has 85 feet on the street and 75 feet on Lake Maitland. The Lenox would then build a new boathouse on their property, subject to approval from the Lakes & Waterways Board.

Mr. Briggs stated that the paramount concern for staff related to this request is the precedent set with regards to the other 84 instances in the City where the lakefront portion of the property is separated by the intervening street. Those situations exist, such as in this case on Alabama Drive on Lake Maitland, for a section of Osceola Avenue on Lake Mizell; for a section of Lakeview Drive on Lake Virginia and for a portion of Fawsett Road on Lake Sue. He noted that there are significant economic incentives for these 84 lakefront owners to consider the sale of a portion of their lakefront and a corresponding positive economic incentive for non-lakefront owners who live close to the lake to gain lakefront access. The Zoning Code has a stated goal of keeping the lakefronts "as natural as reasonably possible" and the negative effect for the City would be exactly the opposite if multiple additional boathouses could be built along the lakeshores.

Mr. Briggs went on to explain that in order to remedy this precedent concern and provide criteria for the future, the applicants and the staff are proposing a companion ordinance to amend the Subdivision Regulations to establish criteria for the future. Once the City specifically adopts criteria then variances to those standards can be denied by the City Commission. The three criteria that the proposed ordinance establishes are:

1. That the same lot width standards apply to the lakefront portion of the property as they do to the principal residence, thus a variance is required;
2. That the split may be approved only when the benefiting lot is directly across the street from the parcel (which is defined as within 70 feet). In this way homes down the street or around the corner cannot benefit, and
3. That the end result is a consolidated property with both the lakefront and main residence property included in the deed and Property appraiser description, so that it cannot be sold off later to another third party.

Mr. Briggs summarized by stating that the ordinance criteria clarifies that any split is a variance, (so the City can deny); you must be directly across the street from the parcel (within 70 feet) and that you can't later decide to sell it off to a third party. From the analysis presented by the applicant and the staff's review there are only three other properties that could qualify to meet these criteria. Thus, the staff's concerns about the precedent setting nature of this approval are mitigated by the companion ordinance.

Staff recommendation is for approval of both the subdivision/lot split as well as the Companion Ordinance. Mr. Briggs answered questions from the Board.

Attorney, Stuart Buchan of Swann Hadley Stump Dietrich & Spears, 200 E New England Avenue, Winter Park, FL, represented the applicants. He reiterated Mr. Briggs' review of the Comprehensive Plan where it states that Winter Park puts a high value on its lakefront homes because it is a characteristic that makes the City unique and in order to protect that, the City does not want more density on the lake. Mr. Buchanan stated that he feels this project accomplishes both goals of the City in that it creates, what is almost a lakefront estate, into a true lakefront estate as the property will have a boat dock, at the same time, because it is a unique circumstance, does not create more density since the crown house is already exists. Lastly, Mr. Buchanan stated that applicants agreed to and are in support of the text and language amendments to the code.

Applicant, Deborah Crown, 1466 Alabama Drive addressed the Board. She explained that at the suggestion of Staff, one of the first things she did was speak to the neighbors to explain the lakefront lot split request and make sure that they would be comfortable with the project. She presented a signed petition from the neighbors in support of the lakefront split.

Applicant, Brandon Lenox, 1486 Alabama Drive addressed the Board. He explained in preparing for this request he spent a considerable amount of time doing research on lakefront properties in the City of Winter Park. He presented information to the Board showing that this request is an isolated event and why it would benefit the City as well as the applicants. He answered questions from the Board related the

shape of the portion of the lot being sold in this request and the location of the dock.

No one else wished to speak. Public hearing closed.

The Planning Board members discussed the combined requests and agreed that the Subdivision Code amendment was necessary to establish rules for these circumstances and to avoid a precedent for other such circumstances. The Board members agreed that since the Crown property was directly across the street and the immediate neighbors were in support that the split was acceptable in this circumstance.

Motion made by Ray Waugh, seconded by Laura Turner for subdivision or lot split approval to divide the lake front portion of the property at 1486 Alabama Drive such that the adjacent home at 1488 Alabama Drive will acquire that split portion of the lakefront across the street from these two homes.

Motion carried unanimously with a 7-0 vote.

Motion made by Ray Waugh, seconded by Laura Turner to amend the "Subdivision Regulations" so as to establish minimum criteria and standards for the subdivision or split of the lakefront portions of properties located across the street from the principal residence.

Motion carried unanimously with a 7-0 vote

[alternatives / other considerations](#)

N/A

[fiscal impact](#)

N/A

ATTACHMENTS:

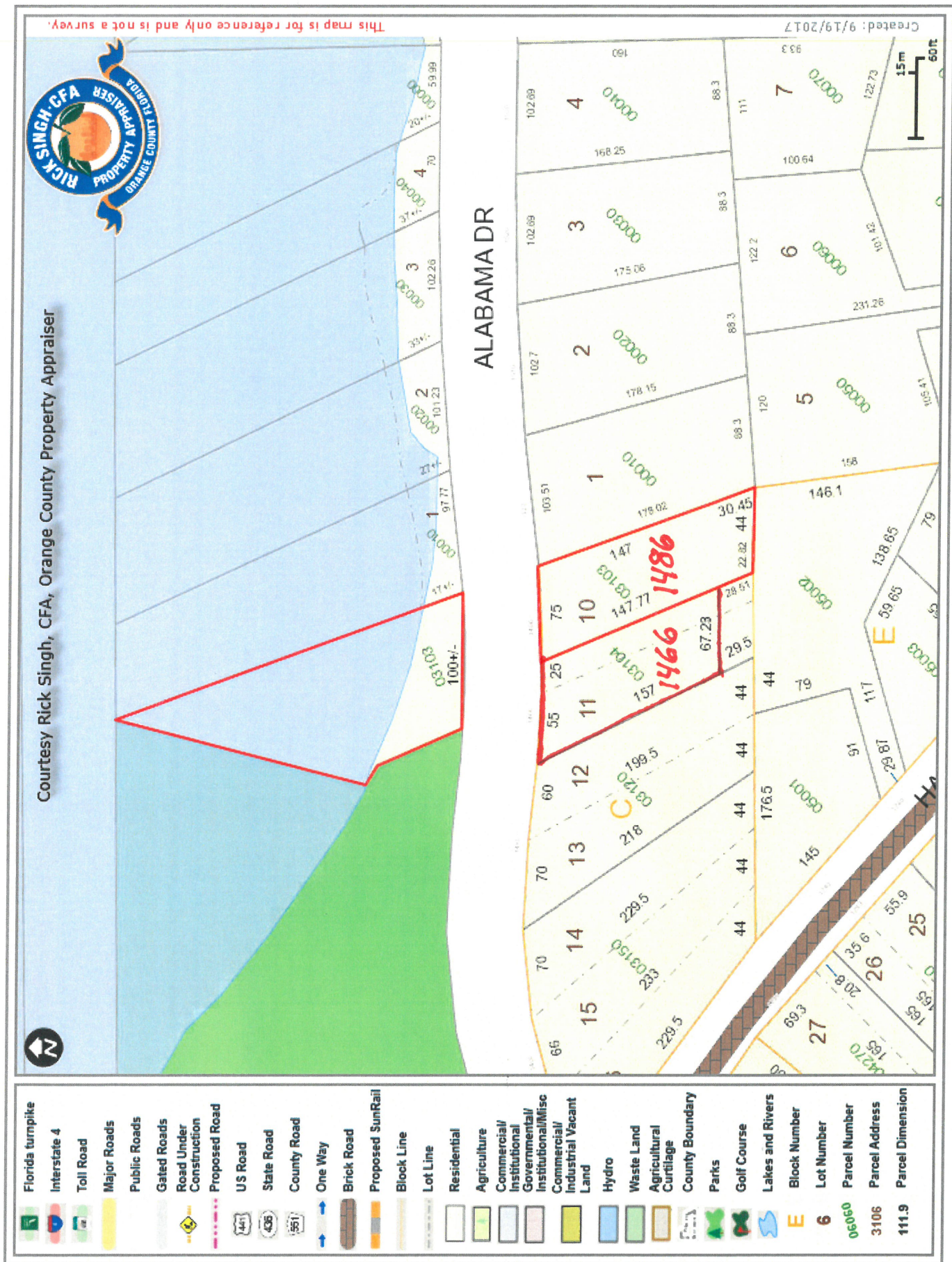
Description	Upload Date	Type
Backup Materials	10/11/2017	Backup Material
Petition	10/24/2017	Backup Material



Rick Singh CFA Orange County Property Appraiser Florida (Beta version)

- Base map
- Layers
- OCPA Tools
- Custom Print
- Trending
- Feedback
- Foreclosure
- Sales
- Parcel Search
- Legend
- Identify
- Input Address
- Address
- Q
- help





Google Maps 1466 Alabama Dr



Image capture: Apr 2016 © 2017 Google United States

Winter Park, Florida

Google, Inc.

Street View - Apr 2016



Agenda Packet Page 127

PETITION

REGARDING – City of Winter Park Application by Deborah Crown and Brandon & Jennifer Lenox for subdivision/lot split requesting City approval to divide the lakefront portion of the Lenox property such that the adjacent Crown property will acquire the split portion of the land across from the 2 properties.

I support the Crown/Lenox Application:

Name (Print and Sign)

Address

- | | | | |
|------------|----|--|---------------------------------|
| (1) | 1. | Michael Kirchner
Michael Kirchner | 1500 Alabama
Winter Park, FL |
| (2) | 2. | Michael Abufaris | 1510 Alabama Dr |
| | 3. | Muht Abfa | Winter Park, FL. |
| 14/15/16 - | 4. | Amir | 2406 Alabama Dr |
| (3) | 5) | James P. Ryan | WP FL 32789 |
| | 6) | Wb Na | 1520 Alabama Dr |
| (4) | " | Northern Carolina
Hans - kinda hang | 1341 McField Ave. |
| (3/4) | - | Allen Anfolk | WP, FL 32789 |
| 12/13 | & | Jerry ^{James} Merrill | |



city commission agenda item

item type	Public Hearings	meeting date	11/13/2017
prepared by	Planning / CRA Manager Approval	approved by	City Manager, City Attorney
board approval	N/A final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development, Fiscal Stewardship		

subject

Ordinance - Sale of 1111 W. Fairbanks Avenue (1)

motion / recommendation

Recommendation to approve the Ordinance required for the sale of 1111 West Fairbanks Avenue.

background

Section 2.11 of the Charter of the City of Winter Park, Florida, requires that the City Commission adopt 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 which satisfied the requirements of Chapter 163, Florida Statutes and which was subsequently approved by the City Commission.

The City Commission has determined that there is not a municipal use of this property and that the proposed use will be consistent with the Commercial Future Land Use and C-3 district 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. The attached Ordinance allows for the sale of the City property at 1111 W. Fairbanks Avenue to Verax Investments, LLC, pursuant to the terms of the offer of purchase price of \$3,500,000 pursuant to the offer as approved by the City Commission.

This price exceeds the appraised value of \$2,960,000. The proposed use as a two story medical and business office is compatible with the surrounding area; will bring new employment to the City and would be expected to conform to the existing C-3 zoning regulations for this property. The City is retaining land along the Fairbanks and Comstock frontages for roadway and utility purposes.

The development proposed will require a Conditional Use approval. This first reading will signal the formal intent to sell and the second reading will occur at the time of the Conditional Use public hearing, so that the buyer will then have the authorization for the sale and prospectively, the project approval at that time.

Staff Recommendation is for Approval.

alternatives / other considerations

N/A

fiscal impact

N/A

ATTACHMENTS:

Description

Ordinance

Property Map

Letter of Intent

Upload Date

10/27/2017

10/27/2017

10/27/2017

Type

Ordinance

Backup Material

Backup Material

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK,
FLORIDA, AUTHORIZING THE SALE AND CONVEYANCE
OF THE CITY OWNED PROPERTY LOCATED AT 1111
WEST FAIRBANKS AVENUE PURSUANT TO THE SALES
PROCESS APPROVED BY THE CITY COMMISSION;
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 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 which satisfied the requirements of Chapter 163, Florida Statutes and which was subsequently approved by the City Commission; and

WHEREAS, the City has determined that there is not a municipal use of this property and that the proposed use will be consistent with the Commercial (C-3) district 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.

WHEREAS, the City Commission deems it advisable to convey this property to the Verax Investments, LLC, pursuant to the terms of the offer of purchase price of \$3,500,000 pursuant to the offer as approved by the City Commission.

NOW, THEREFORE, BE IT ENACTED 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 is the property identified as follows:

LOTS 7, 8, 9, 10, 11, 13, 14, 15, 16, 17 AND 18, BLOCK 1, LAKE ISLAND ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK M, PAGE 95, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
TOGETHER WITH: THAT PORTION OF THE VACATED 10.00 FEET WIDE ALLEY RUNNING EAST AND WEST THROUGH SAID BLOCK 1; (LESS THE WEST 3.00 FEET LYING SOUTH OF SAID LOT 18 AND LYING NORTH OF LOT 7, BLOCK 1); AND (LESS THE SOUTH 5.00 FEET LYING NORTH OF AND CONTIGUOUS TO LOT 12, BLOCK 1), OF SAID LAKE ISLAND ESTATES; AND ALSO: (LESS THE SOUTH 20.00 FEET OF LOTS 7, 8, 9, 10 AND 11, BLOCK 1), AND (LESS THE WEST 3.00

FEET OF LOTS 7 AND 18, BLOCK 1), OF SAID LAKE ISLAND ESTATES, AS RECORDED IN THE PLAT BOOK M, PAGE 95, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Property Tax ID # 01-22-29-4512-01-070

SECTION 3. The City Commission of the City of Winter Park hereby approves the transfer and conveyance of this property to Verax Investments LLC, based upon the development potential of Commercial future land use and Commercial (C-3) zoning and no commitments have been made other than development permitted consistent the normal land development code regulations associated with that future land use and zoning designation.

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, and the City Commission of the City of Winter Park hereby authorizes the Mayor to execute such contract and deed on behalf of the City, as may be required.

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 of _____, 2017.

Mayor Steve Leary

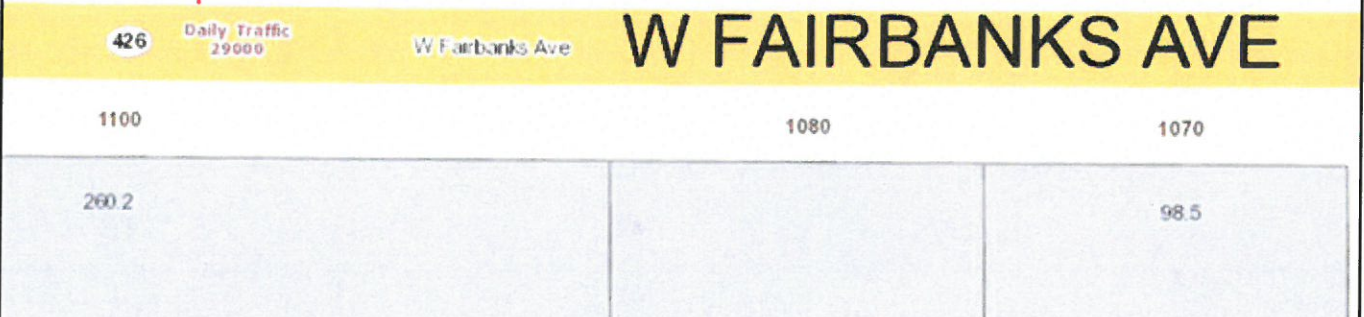
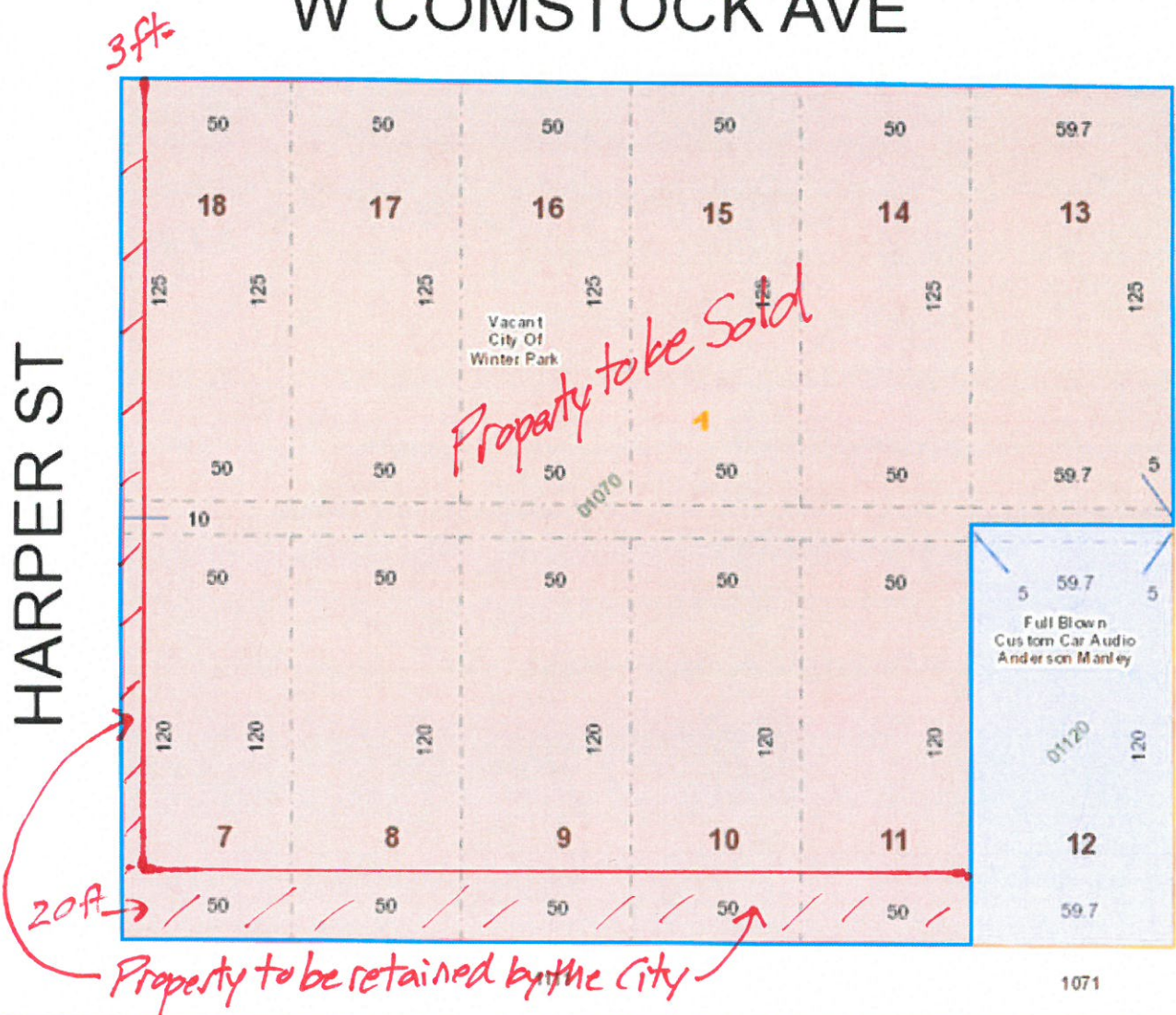
ATTEST:

City Clerk, Cynthia S. Bonham

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

Courtesy Rick Singh, CFA, Orange County Property Appraiser

W COMSTOCK AVE



ComTech Properties, Inc.

Licensed Real Estate Broker

October 18, 2017

City Of Winter Park
C/O CBRE
Attention: Bobby Palta

Re: Letter of Intent to purchase real property located at 1111 West Fairbanks Avenue, Winter Park, Florida, 32789.

Dear Bobby:

This Letter of Intent (this "**Letter**") outlines the basic terms upon which the parties intend to enter into a Purchase and Sale Agreement (the "**Purchase Agreement**"), wherein Purchaser will agree to purchase the Property from Seller (the "**Transaction**") upon the terms and conditions set forth explicitly in the Purchase Agreement, and based upon the general terms contained herein.

1. Seller: City of Winter Park
2. Purchaser: Verax Investments, LLC
3. Property: Fee simple interest in an estimated 1.51 acre parcel per the attached Exhibit.
4. Purchase Price: Three Million Five Hundred Thousand Dollars (\$3,500,000)
5. Method of Payment:
 - 5.1 One Hundred Thousand Dollars (\$100,000) initial earnest money deposit within Two (2) business Days upon execution of the Purchase Agreement.
 - 5.2 One Hundred Fifty Thousand dollars (\$150,000) earnest money deposit within Two (2) business days upon the end of the Inspection Period. Except as provided hereinafter, the deposits shall become non-refundable upon the expiration of the Inspection Period unless the City willfully fails or refuses to close or if the Purchaser applies for a Conditional Use Permit ("CUP") for a project substantially similar to the one submitted to the City in the Purchaser's purchase bid and the City denies the CUP.
 - 5.3 Notwithstanding any other provision contained herein, \$10,000.00 of the earnest money deposit shall become non-refundable upon execution of the Purchase Agreement between the Purchaser and the City and approval of the same by the City Commission unless the City willfully fails or refuses to close or if the Purchaser applies for a CUP in the manner set forth in Paragraph 5.2 and the City denies the CUP.
 - 5.4 The Deposits will be held in escrow by Fishback Law Firm.
6. Use/Tenants: +/-20,000sf, Two (2) story building with 5/1000 parking, multi-use medical facility. Certain tenant will not be disclosed at this time due to the public nature of this sale. Please see last page. While the desire is to have 100% of the property leased by the end of the inspection period, executed leases/commitments are not a requirement for the buyer to close.

1112 Sweetbriar Rd
Orlando, FL 32806

7. Inspection Period: Purchaser shall have Ninety (90) days following full execution of a Purchase Agreement to perform and complete its due diligence investigation of the Property which may include, but is not limited to, title and survey review, civil and architectural, traffic engineering, above and below ground physical inspection, including environmental testing, all pertinent records or documents relating to the Property, zoning and entitlement for Purchaser's intended use, and any other due diligence reasonably contemplated by Purchaser. Should Purchaser not be satisfied with any aspect of its review and inspection of the Property, as determined in Purchaser's sole and absolute discretion, then the Purchase Agreement shall terminate and the earnest money deposit shall be returned to Purchaser. The parties will agree on an initial Concept Plan during the inspection period and any material modifications thereafter would be subject to City review. But minor field adjustments should be acceptable if due to engineering necessity or governmental requirements without City approval rights. Purchaser will have the right, for any reason, to extend the Inspection Period for an additional thirty (30) days by paying the City a \$10,000.00 extension fee, which shall be applied towards the purchase price at closing.
8. Approval Period: Purchaser shall apply for the CUP within thirty (30) days after the Effective Date of the Purchase Agreement. If the City denies the CUP, the Purchaser may terminate the Purchase Agreement and the earnest money deposit shall be returned to Purchaser provided Purchaser otherwise complies with the provisions of Paragraphs 5.2 and 5.3.
9. Due Diligence Documents: Within three (3) days upon full execution of the Purchase Agreement, Seller shall deliver to Purchaser any and all documents in its possession relating to due diligence including, but not limited to, existing surveys, existing environmental reports, Purchaser is in receipt of all documentation available from City of Winter Park.
10. Closing: Closing of the Transaction contemplated by this Letter shall take place on the date that is fifteen (15) days after the later of (i) end of the Inspection Period, (ii) or approval of the CUP with all appeals periods having expired (usually 30 days after City approval). CUP is an express condition of closing provided Purchaser applies for a CUP for a project substantially similar to the one submitted to the City in Purchaser's purchase bid.
11. Closing Costs: Buyer and seller to pay their typical closing costs.
12. Public Amenities: Buyer shall create an amenity for the public, including access to the parking lot after 5pm on weekdays and on weekends. The concept plan shall show the parking spots up for public use and such use should be subject to the parties entering into a mutually acceptable license/parking lease agreement during the inspection period.
13. Financial Ability: ComTech Properties Inc has received direct communication & documentation from the buyer's lender stating they are confident they can provide the financing for the total cost of the development. Proof of funds for the down payment portion will be provided.

14. Non-binding: The purpose of this Letter is to set forth the general intent of Seller and Purchaser as to some of the material terms of a Purchase Agreement to be prepared by Purchaser. The parties agree that this Letter is non-binding upon Seller and Purchaser.
16. Brokerage: Buyer acknowledges that there is no brokerage agreement with the seller and buyer acknowledges it is their sole responsibility to pay a commission to their Broker, ComTech Properties Inc, in a separate written agreement, in the event the Purchase Sale Agreement is closed.
17. Purchase Agreement: Seller shall prepare an initial draft of the Purchase Agreement contemplated by this Letter of Intent. The parties agree to use commercially reasonable efforts to complete the negotiation and execution of the Purchase Agreement within thirty (30) days following full execution of this Letter.
18. Landscaping Greenspace: The project will conform to City of Winter Park code and will continue the beautification of Fairbanks Avenue. Purchaser shall use its best efforts to provide enhanced landscaping and greenspace above Code as well as provide an open view corridor to the park from Fairbanks Avenue north along Harper Street. Plans are provided in separate document.
19. Reporting: Purchaser will provide bi-weekly reporting to seller's agent on the following aspects of the purchase:
- Financing, loan commitment and funding
 - Conditional Use Permit application and approval status
 - Leasing progress: LOI and Lease negotiations status (tenant and square footage only). Purchaser will not disclose specific tenants they are working with.
20. CUP Application: City Commission is not bound to accept any application.

If this Letter correctly describes your understanding of the basic terms of the Transaction, please so indicate by signing, dating, and returning a copy of this Letter to the undersigned.

Sincerely,

Amy Ullrich, agent of
ComTech Properties, Inc.
amyammerman@gmail.com
407-276-2398 (cell)

Agreed to by:

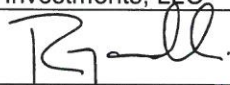
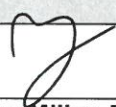
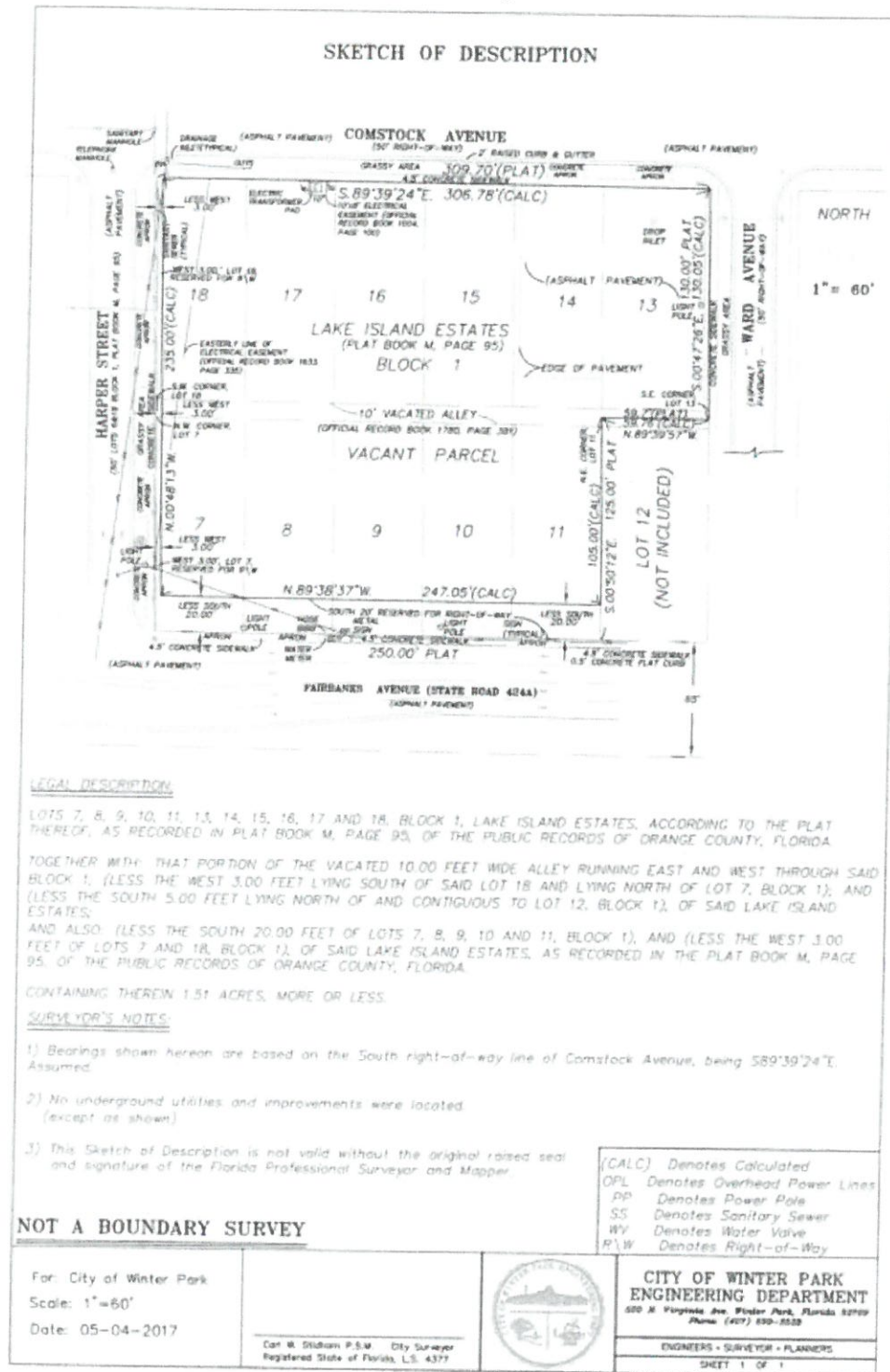
Seller:	Buyer:
City of Winter Park	Verax Investments, LLC
By:	By: 
Name:	Name: Ravi Gandhi, M.D.
Title:	Title: Authorized Representative
Date:	Date:
	By: 
	Name: Javier Miller, M.D.
	Title: Authorized representative
	Date:

EXHIBIT Survey





city commission **agenda item**

item type	Public Hearings	meeting date	11/13/2017
prepared by	Planning / CRA Manager	approved by	City Manager, City Attorney
board approval	N/A final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

subject

Interlocal agreement with Orange County to permit the annexation of the enclaves at 1562 W. Fairbanks Avenue

motion / recommendation

Recommendation to approve the inter-local agreement with Orange County to permit the annexation of the enclave at 1562 West Fairbanks Avenue.

background

There is one single enclave property at 1562 W. Fairbanks Avenue that is within unincorporated Orange County, while every other property along the W. Fairbanks Avenue corridor is in the City of Winter Park. The city staff has made efforts to contact the owner regarding annexation but has not received any reply. In order to consolidate the corridor into one single jurisdiction for efficiency of police and emergency response, the City staff is proposing an Inter-local Agreement with Orange County to effectuate this annexation.

Chapter 171, Florida Statutes allows for the annexation of such enclaves subject to the consent and adoption of an Inter-local Agreement by Orange County.

A letter (attached) has been mailed to the owner of record of this enclave property providing notice of this public hearing.

alternatives / other considerations

N/A

fiscal impact

N/A

ATTACHMENTS:

Description

Backup Materials

Upload Date

10/27/2017

Type

Backup Material



CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

October 27, 2017

Notice of Public Hearing for an InterLocal Agreement for the Annexation of 1562 W. Fairbanks Avenue by the City of Winter Park

TO: Randolph Real Estate LLC
2660 W. Fairbanks Avenue
Winter Park, FL. 32789

Please be advised that on Monday, November 13, 2017 at the Winter Park City Hall, 401 S. Park Avenue, Winter Park, Florida at 3:30 pm or as soon thereafter as possible, the Winter Park City Commission will convene a public hearing to consider an InterLocal Agreement with Orange County that would permit the annexation by Winter Park of an enclave including the property that you own at 1562 W. Fairbanks Avenue.

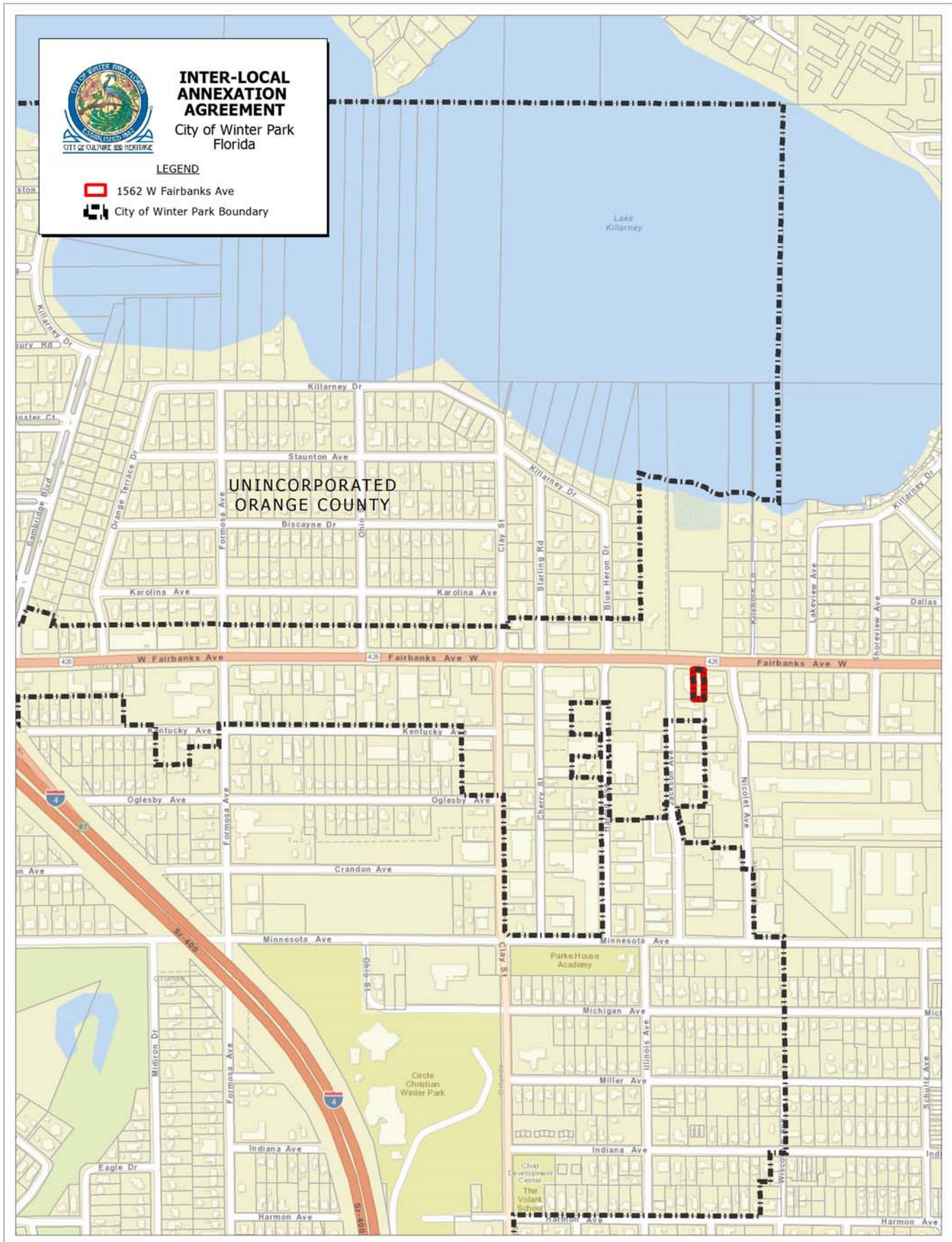
The reason for this action that your property is the one single property along the West Fairbanks corridor that is not within the city of Winter Park but is still within the boundaries of unincorporated Orange County. In order to consolidate jurisdictions for police and emergency service response, the City is proposing annexation of your property. For more information, please contact the Planning Dept. at 407-599-3440.

Copies of the proposed InterLocal Agreement covering your property to be annexed are available at City Hall with the City Clerk and the public may inspect the same.

Dated this 25th day of October, 2012.

Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105, Florida Statutes. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact City Clerk, Cindy Bonham at 407-599-3277, at least 48 hours prior to the meeting.

ATTACHMENT 'A'



**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
Winter Park City Clerk
401 S. Park Ave. Winter Park, Fl. 32789**

Tax Parcel Identification Number(s):
12-22-29-5000-01-010

For Recording Purposes Only

**INTERLOCAL AGREEMENT FOR ANNEXATION OF ENCLAVE AT 1562
WEST FAIRBANKS AVENUE**

between

CITY OF WINTER PARK, FLORIDA

and

ORANGE COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT, dated this ____ day of _____, 20__, (hereinafter referred to as “Agreement”) between the **CITY OF WINTER PARK**, a municipal corporation in the State of Florida whose mailing address is 401 S. Park Avenue, Winter Park, Florida (hereinafter referred to as “City”), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida whose mailing address is 201 South Rosalind Avenue, Orlando, Florida 32801 (hereinafter referred to as “County”), is entered into for the purpose of annexing certain enclaves located within unincorporated Orange County into the corporate limits of the City of Winter Park, Florida, pursuant to, and as authorized by, Florida Statutes §171.046.

WITNESSETH

WHEREAS, Florida Statutes §171.046, adopted by the Florida Legislature, recognizes that enclaves can create significant problems in planning, growth management, and service delivery; that it is the policy of the State of Florida to eliminate enclaves; and provides a method for the annexation by interlocal agreement of enclaves that are ten (10) acres or less; and

WHEREAS, Florida Statutes §171.031, adopted by the Florida Legislature, defines areas that are “urban in character” as those lands used intensively for residential, urban recreational or conservation parklands, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes; and defines “enclaves” as any unincorporated developed or improved area that is enclosed within and bounded on all sides by a single municipality, or any unincorporated

developed or improved area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality; and

WHEREAS, Florida Statutes §171.043, adopted by the Florida Legislature, describes the character of the area that may be annexed; and

WHEREAS, the City and County agree that both parties shall work together in good faith to enter into interlocal agreements pursuant to Florida Statutes to eliminate such identified enclaves; and

WHEREAS, it has been determined by the City that the parcels to be annexed by this Agreement are within the future annexation and planning areas of the City and meet the requirements set out in Florida Statutes §171.046; and

WHEREAS, annexation of the identified enclaves into the City will avoid unnecessary confusion and duplication of municipal services, including emergency services.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

SECTION I. The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

SECTION II. This Agreement is executed in order to adjust and redefine the corporate limits of the City to include the lands described in Section III below in order to ensure the sound and efficient delivery of urban services to said lands.

SECTION III. The City and the County hereby find that the following lands located in unincorporated Orange County are enclaves of 10 acres or less which meet the criteria for annexation into the City under Florida Statutes §171.046;

See **Attachment “A”** which is attached hereto and by this reference made a part hereof. A map of the above-described lands which clearly shows the area proposed to be annexed is attached hereto as **Attachment “B”** and by this reference made a part hereof.

SECTION IV. The City hereby finds that the annexation of the lands herein described is consistent with State law, the City’s Comprehensive Plan and meets all of the requirements for annexation set forth in State law and the City’s Comprehensive Plan.

SECTION V. Pursuant to Florida Statutes §171.046(2), the City and the County by this Agreement hereby annex into the corporate limits of the City those lands described in Attachment “A” hereto.

SECTION VI. The lands herein described and future inhabitants of said lands shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City and shall be entitled to the same privileges and benefits as other areas of the City.

SECTION VII. The lands herein described shall have the existing County land use plan and County zoning or subdivision regulations in full force and effect until the City adopts a comprehensive plan amendment and rezoning that includes said land. The City agrees to process for change the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws within 24 months following the date of execution of this Agreement by the second party hereto and at no charge to the owners of the land described in Attachment “A” hereto.

SECTION VIII. The City hereby acknowledges that, prior to their approval of this Agreement, they have jointly provided written notice to all owners of the real property identified in Attachment A whose names and addresses are known by reference to the latest published ad valorem tax records of the Orange County Property Appraiser. The written notice described the purpose of this Agreement and stated the date, time, and place of the meetings of the City of Winter Park City Commission at which this Agreement was to be considered for approval.

SECTION IX. Miscellaneous.

1. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns. Any such modification or amendment shall not be effective until recorded in the Public Records of Orange County, Florida.

2. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

3. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.

4. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

5. Each party to this Agreement shall bear its own attorney’s fees and costs in connection with this Agreement and / or in connection with any action undertaken in compliance with, or relating to, this Agreement.

SECTION X. If any section, subsection, sentence, clause, phrase, 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 hereto.

SECTION XI. This Agreement shall become effective upon its execution by the second of the two parties hereto and each respective date shall be inserted on the first page of this Agreement. Thereafter the City Clerk is directed to file a certified copy of this Agreement and associated attachments with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

SECTION XII. Following its execution by the City and the County, a copy of this Agreement shall be recorded and thereafter provided by certified mail to all owners of the real property identified in Attachment “A” whose names and addresses are known by reference to the latest published ad valorem tax records of the Orange County Property Appraiser.

[Remainder of page left intentionally blank.]

“CITY”

CITY OF WINTER PARK, a
Florida municipal corporation

By: _____
Steve Leary, Mayor

Attest: _____
Cindy Bonham, City Clerk

Executed on:

(SEAL)

**FOR USE AND RELIANCE ONLY BY
THE CITY OF WINTER PARK, FLORIDA.**

**APPROVED BY THE WINTER
PARK CITY
COMMISSION AT A MEETING
HELD ON NOVEMBER 13, 2017.**

“COUNTY”

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

ATTEST: Martha O. Hayne, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Date: _____

s:\dcrosby\agrmnt\draft final 9-21-09 dlc (9-22-11).doc

ATTACHMENT “A”

LEGAL DESCRIPTION OF ANNEXED LANDS

1562 W. Fairbanks Avenue: Property Tax ID# 12-22-29-5000-01-010

Further Described As:

Lot 1, Block A, Lawndale Annex subdivision as recorded in Plat Book J”, Page 50 of the Public records of Orange County, Florida.



city commission agenda item

item type	Public Hearings	meeting date	11/13/2017
prepared by	Planning / CRA	approved by	City Manager, City Attorney
board approval	yes final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

subject

Request of Interplan for conditional use approval to build a PDQ drive-through restaurant at 925 S. Orlando Avenue

motion / recommendation

Recommendation to approve the request for Conditional Use approval to build a PDQ drive-through restaurant at 925 S Orlando Avenue with the following conditions:

1. That along Minnesota Avenue and Orlando Avenue, sidewalk easements be granted to the City, as well as agree to repair any damages to the sidewalk that may occur during the construction of the restaurant.
2. That the P&Z Board shall review and approve the ground signage (pylon versus monument sign) at a future meeting after comparisons are presented.
3. That to the extent feasible the electric transformer/switch gear, backflow preventers and other utility components will be landscaped so as to be effectively screened from view.

background

This item was tabled at the July 24, 2017 City Commission meeting due to concerns with the traffic generation of this project, and applicant's limited traffic study. Specifically the entrance/exit driveway onto Minnesota Avenue was a concern. That concern involved the stacking of vehicles on Minnesota potentially blocking this driveway causing backups and congestion from traffic trying to turn into and out of the site during the peak hours during lunch and dinner.

Since that July 24th meeting, the applicant has revised their site plan based on recommendations from their traffic consultant that provides better internal circulation of the site. Also, they have provided to the City, a comprehensive Traffic Impact Study. The City's traffic engineers in the Public Works Department have reviewed the Traffic Impact Study, and recommend approval of this project. Attached is a one-page summary of their conclusions. The Planning Department defers any traffic related questions to the Public Works Department. The following information is the Planning Department's analysis of their request which was included in the July 24th agenda packet.

Analysis of Request: This item is a conditional use request to construct a new PDQ fast food restaurant with a drive-thru on the property at 925 South Orlando Avenue, which is located at the southwest corner of Orlando and Minnesota Avenues. The property is currently occupied by a Seacoast Bank that the applicant plans to demolish. This request is a conditional use because of the drive-thru component.

This property is approximately 35,929-square feet in size, and has 144 feet of frontage on Orlando Avenue and 234 feet along the side street of Minnesota Avenue. Adjacent to the north is Firestone Auto Care followed by the Publix Hollianna shopping center, to the south is a small shopping center, to the east is a two-story office building, and to the west is the recently redeveloped Corner Commons shopping center.

Project Plans: The proposed site plans show a one-story, 2,782-square foot, PDQ with one drive-thru lane. The site plans shows 38 parking spaces which exceeds the code requirements for the proposed seats and patron area. The site plan has adequate stacking for 6 cars using the drive-thru lane, and a by-pass lane for circulation. If there are ever more cars than that, the instinct for customers is to park and walk in for quicker service. It is PDQ's model for their drive-thru's to not have a speaker, and guests speak and order from a real person. Also, with this property being at the corner of a signalized intersection, with adequate buffers from surrounding properties to the adjacent neighborhood, this development will not negatively impact the surrounding area.

Landscape/Sidewalk Plan: The landscape plan provided meets the minimum code requirements, with the exception of the landscape width along the Minnesota Avenue frontage. The unique situation is that there is an extra wide 10 foot sidewalk along the Minnesota and Orlando Avenue frontages of this site. Staff requested that the applicant maintain the wide sidewalk. This sidewalk extends into the private property, so in recognition of that, staff made this request to preserve the sidewalk, and the site plan shows this preservation, which reduced the landscape width to five feet in lieu of the required eight feet along Minnesota. The applicant has agreed to grant a sidewalk easement along the Minnesota and Orlando Avenue frontages, as well as agree to repair any damages to the sidewalk that may occur during the construction of the restaurant.

Signage: As part of the application package, PDQ submitted their preliminary sign package. The project is proposing signage on the building itself on both the Orlando and Minnesota frontages. Also included in the sign package is a 25 foot interior illuminated pylon sign. As the Board may recall, the Orchard Supply hardware store that is located two blocks south of this site had a condition of approval to build a monument sign instead of a pylon sign. Staff feels that this type of design should be continued as properties redevelop along Orlando Avenue. Since this redevelopment is removing approximately 5,000 square feet of landscaping at the corner of Minnesota and Orlando Avenue and replacing it with less than half that amount in that area, staff feels that a monument sign would add sophistication to the property. This type of signage will also be more visible as is at eye level with motorists passing by. Surface lighting should also be used here, instead of internal illumination. The staff feels that the size of the sign should also be limited to 50

square feet in size in lieu of 100 square feet, as this size is more compatible with a 2,782-square foot building.

Summary: The proposed location for this PDQ fast food restaurant is adequately sized and is well suited for this type of project and provides protection to the nearby neighbors from the sounds associated with the drive-thru ordering. The project meets all the code requirements, there are no variances requested, other than the landscape width along Minnesota Avenue that is needed to maintain the width of the existing sidewalk along this road. The drive-in components are designed to meet the peak stacking needs for use intended. Together with the conditions recommended, the staff believes this PDQ will be compatible with the adjacent properties.

Planning and Zoning Board Summary: The P&Z Board was in agreement that the proposed building and drive-thru was properly planned and no variances were requested. Based on a request by the applicants, the P&Z Board agreed to defer the decision on the pylon versus monument sign to a future meeting in order to look at those alternatives in more detail. The one concern expressed by the P&Z Board involved the traffic access at the Minnesota Avenue driveway because of the congestion and backup of cars on Minnesota Avenue during peak hours that prevents access into or out of the site. The applicant agreed to undertake a traffic impact survey and study of that issue to explore methods to overcome this situation. As a result P&Z modified the conditions of approval that were recommended by staff to add these matters.

Planning and Zoning Board Minutes – July 11, 2017:

REQUEST OF INTERPLAN FOR: CONDITIONAL USE APPROVAL TO BUILD A 2,782 SQUARE FOOT, PDQ RESTAURANT WITH A DRIVE-THRU ON THE CURRENT VACANT SEACOAST BANK SITE, ZONED C-3, AT 925 S. ORLANDO AVENUE ON THE SOUTHWEST CORNER OF MINNESOTA AND ORLANDO AVENUES.

Mr. Briggs explained that this item is a conditional use request to construct a new PDQ fast food restaurant with a drive-thru on the property at 925 South Orlando Avenue, which is located at the southwest corner of Orlando and Minnesota Avenues. The property is currently occupied by a Seacoast Bank that the applicant plans to demolish. This request is a conditional use because of the drive-thru component.

This property is approximately 35,929-square feet in size, and has 144 feet of frontage on Orlando Avenue and 234 feet along the side street of Minnesota Avenue. Adjacent to the north is Firestone Auto Care followed by the Publix Hollianna shopping center, to the south is a small shopping center, to the east is a two-story office building, and to the west is the recently redeveloped Corner Commons shopping center. The proposed site plans show a one-story, 2,782-square foot, PDQ with one drive-thru lane. The site plans shows 33 parking spaces which meets the code requirements for the proposed seats and patron area.

The landscape plan provided meets the minimum code requirements, with the exception of the landscape width along the Minnesota Avenue frontage. The unique situation is that there is an extra wide 10 foot sidewalk along the Minnesota and Orlando Avenue frontages of this site. Staff requested that the applicant maintain

the wide sidewalk. This sidewalk extends into the private property, so in recognition of that, staff made this request to preserve the sidewalk, and the site plan shows this preservation, which reduced the landscape width to five feet in lieu of the required eight feet along Minnesota. The applicant has agreed to grant a sidewalk easement along the Minnesota and Orlando Avenue frontages, as well as agree to repair any damages to the sidewalk that may occur during the construction of the restaurant.

As part of the application package, PDQ submitted their preliminary sign package. The project is proposing signage on the building itself on both the Orlando and Minnesota frontages. Also included in the sign package is a 25 foot interior illuminated pylon sign. Mr. Briggs reminded Board that the Orchard Supply hardware store two blocks south of this site had a condition of approval to build a monument sign instead of a pylon sign. Staff feels that this type of design should be continued as properties redevelop along Orlando Avenue. Since this redevelopment is removing approximately 5,000 square feet of landscaping at the corner of Minnesota and Orlando Avenue and replacing it with less than half that amount in that area, staff feels that a monument sign would add sophistication to the property. This type of signage will also be more visible as is at eye level with motorists passing by. Surface lighting should also be used here, instead of internal illumination. The size of the sign should also be limited to 50 square feet in size in lieu of 100 square feet, staff feels that this size is more compatible with a 2,782-square foot building.

Mr. Briggs answered questions from the Board.

Chris Blurton from Interplan, LLC, 604 Courtland Street, Orlando, FL 32804, represented the applicant. Mr. Blurton answered questions from the Board related to how traffic would be affected going in and coming out of the restaurant, location of the electric transformer on property and noise control at the drive-thru window.

Kevin Latch, Project Manager for PDQ, also spoke with the Board. He reiterated to the Board that there would be no speaker box at the drive-thru window so noise control would not be an issue. He also explained the new design of the PDQ brand and look of their new buildings. He made a request that PDQ meet with Staff to develop a mutually agreeable signage plan. During further commentary it was agreed that the final decision would come back to P&Z.

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

Mr. Waugh expressed concerns about the Minnesota entrance/exit during peak hours. Cars traveling west on Minnesota, if they stop to turn left into this site and are blocked by a traffic line could cause a backup into 17-92. Exiting lefts may also be an issue. He requested a more detailed traffic engineering study on this situation from the applicant with the involvement of the city's traffic engineer. Other Board members also expressed concern and agreed that further study was needed. Otherwise the Board agreed that all the other elements of the plans were compliant and thus they did not foresee any other concerns.

Motion made by Raymond Waugh, seconded by Laura Turner for conditional use approval to build a 2,782 Square Foot, PDQ restaurant with a drive-thru on the current vacation Seacoast Bank site, zoned (C-3) at 925 S.

Orlando Avenue on the southwest corner of Minnesota and Orlando Avenues with the conditions as follows:

- 1. That along Minnesota Avenue and Orlando Avenue, sidewalk easements be granted to the City, as well as agree to repair any damages to the sidewalk that may occur during the construction of the restaurant.**
- 2. That the P&Z Board shall review and approve the ground signage (pylon versus monument sign) at a future meeting after comparisons are presented.**
- 3. That to the extent feasible the electric transformer/switch gear, backflow preventers and other utility components will be landscaped so as to be effectively screened from view.**
- 4. That the applicant submit a traffic analysis of the left turn movements into and out of the site on Minnesota Avenue including any recommendations for access control for review and approval by the City.**

Motion carried unanimously with a 5-0 vote.

alternatives / other considerations

N/A

fiscal impact

N/A

ATTACHMENTS:

Description	Upload Date	Type
Backup Materials	10/30/2017	Backup Material
Traffic Study	10/30/2017	Backup Material
Public Works Summary	10/30/2017	Backup Material

June 16, 2017

Allison McGillis
City of Winter Park
401 Park Ave. S.
Winter Park, FL 32789

Reference: PDQ – Winter Park, FL
IP # 2017.0255
Conditional Use Permit Letter

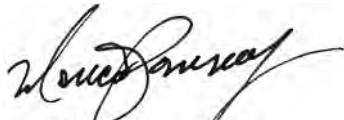
Dear Ms. McGillis

Please accept the following for a description of the requested CUP and business operation for the proposed PDQ restaurant.

- PDQ is a Tampa, FL based company that debuted in October of 2011 and has grown to 56 restaurants in eight (8) states.
- PDQ makes all of its items in-house, from scratch, and they are proud to say that they are a multi-store restaurant that uses fresh, never frozen chicken.
- PDQ is a fresh take on fast food. From hand-breaded chicken tenders, made-to-order sandwiches, hand-tossed salads, and hand-spun milk shakes. Again, everything is fresh and made-to-order.
- PDQ brings together the convenience and speed of fast food with the quality of casual dining.
- The drive-thru does not have a speaker, and guests will speak and order from a real person.
- PDQ stands for People Dedicated to Quality. Just Made, Better is what PDQ is all about.

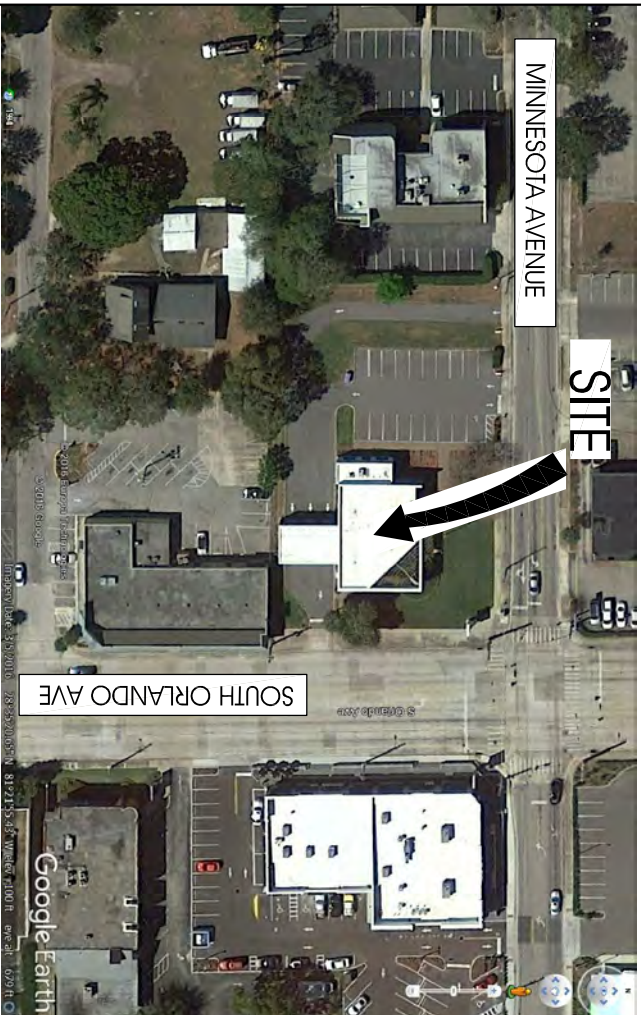
Please feel free to contact me if you have any questions or require additional information.

Sincerely,
INTERPLAN LLC



Monica Pomroy
Site Development

cc: Ed White, File



LOCATION MAP



LEGAL DESCRIPTION

ALL THAT PART OF LOTS 1 THROUGH 5, INCLUSIVE, OF BRYAN AND BAGGETT SUBDIVISION, LYING WEST OF THE WESTERLY RIGHT-OF-WAY OF ORLANDO AVENUE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK J, PAGE 130, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

DRAINAGE STATEMENT

WATER QUALITY TREATMENT WILL BE PROVIDED PER SUPPLEMENTAL AND CITY REQUIREMENTS FOR ALL NEW AND DISTURBED IMPERVIOUS AREAS LOCATED ON THE SITE. ESTIMATED WATER QUALITY TREATMENT VOLUME REQUIRED IS 4,220 CUBIC FEET AND WILL BE RECOVERED VIA INFILTRATION BACK INTO THE SOIL WITHIN NO MORE THAN 72 HOURS.

C3
AUTO REPAIR & SERVICE

SITE DATA

SITE AREA	35,909 SF	0.8 AC
EXISTING		
IMPERVIOUS {	15,977 SF	45% } 57%
TOTAL IMPERVIOUS	4,359 SF	12%
OPEN SPACE (GREEN)	20,336 SF	
IMPERVIOUS {	15,573 SF	43%
TOTAL IMPERVIOUS	23,850 SF	66% } 74%
OPEN SPACE (GREEN)	2,785 SF	8%
	26,630 SF	
	9,270 SF	26%
ZONING		
FLOOR AREA RATIO	COMMERCIAL (C-3)	
	F.A.R. = 0.08	
BUILDING HEIGHT	MAX. ALLOWED	PROPOSED
	30 FT	23 FT (1 STORY)
BUILDING SETBACKS	REQUIRED	PROVIDED
FRONT (EAST)	15 FT	72 FT
SIDE (NORTH)	10 FT	61 FT
SIDE (SOUTH)	5 FT	53 FT
REAR (WEST)	5 FT	87 FT
LANDSCAPE BUFFER		
FRONT (EAST)	8 FT	10 FT
SIDE (NORTH)	8 FT	9 FT
SIDE (SOUTH)	8 FT	7 FT
REAR (WEST)	8 FT	8 FT
PAVING REQUIRED	REQUIRED	PROVIDED
1) SPACES/3 SPACES	25 SPACES	38 SPACES
76 SEATS / 3 = 25.3		
PAVING PROVIDED		
REGULAR		36
HANDICAP		2
TOTAL		38

TRAFFIC CONTROL & SIGNAGE

- | | | |
|----|--|---|
| 1 | DIRECTIONAL ARROW |  |
| 2 | HANDICAP PAVEMENT SYMBOLS |  |
| 3 | HANDICAP SIGN |  |
| 4 | 24" WIDE WHITE STOP BAR (TYP) |  |
| 5 | PAVEMENT STRIPING (4" WHITE) (TYP) |  |
| 6 | 4" DOUBLE YELLOW LINE |  |
| 7 | 24" WIDE WHITE CROSSWALK STRIPING |  |
| 8 | 36" STOP SIGN (R-1-1) (TYP) |  |
| 9 | NO LEFT TURN SIGN (R3-2) WITH 5PM-7PM PLAQUE MOUNTED BELOW | |
| 10 | PEDESTRIAN CROSSING (W-11-2) | |
| 11 | 24" WHITE THERMOPLASTIC 'DRIVE' 'THRU' LETTERS | |
| 12 | 24" WHITE THERMOPLASTIC 'BY PASS' LETTERS | |
| 13 | "DO NOT BLOCK INTERSECTION" SIGN | |
| 14 | MONUMENT SIGNAGE | |

SITE NOTES

- ALL TRAFFIC CONTROL STORAGE SHALL CONFORM TO "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.
- WORK DONE WITHIN U.S. 17-92 R.O.W. SUBJECT TO F.D.O.T. REVIEW AND APPROVAL.

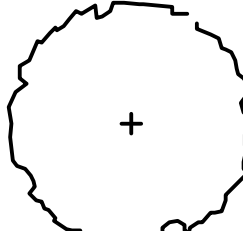
1	HANDICAP END RAMP	$\frac{14}{C4}$
2	SIDEWALK RAMP	$\frac{15}{C4}$
3	HANDICAP CORNER RAMP	$\frac{9}{C4}$
4	6" CURB	$\frac{5}{C4}$ (TYP)
5	MONOLITHIC CURB AND SIDEWALK	$\frac{6}{C4}$
6	CONCRETE SIDEWALK	$\frac{8}{C4}$
7	DUMPSITER ENCLOSURE	$\frac{1-4}{C4}$
8	CONCRETE AFRON	$\frac{7}{C4}$
9	BOLLARD	$\frac{4}{C4}$
10	ASPHALT PAVEMENT	$\frac{10}{C4}$
11	EXISTING FIRE HYDRANT	
12	DRAINAGE STRUCTURES (SEE SHEET C3)	
13	TRANSFORMER PAD (SEE SHEET C2)	
14	LIGHT POLE	
15	BIKE RACK	
16	VALLEY GUTTER	
17	PREVIEW MENU BOARD	
18	ORDER WINDOW	
19	PICK-UP WINDOW	
20	FLAG POLE WITH SPOT LIGHT	
21	OUTDOOR SEATING AREA (SEE ARCH. PLANS)	

[illegible]

SITE DIMENSION PLAN

Agenda Packet Pa
C1
DRAWN BY: MRS. CHECKED BY: CDB DATE: 5-31-17
PROJECT NUMBER:
2017.0255

PLANT LEGEND



SHADE TREES

LIVE OAK – QUERCUS VIRGINIANA
4" CAL./5–6' SPRD./14–16' HT.

ALLEE ELM – ULMAS AMERICANA
4" CAL./5–6' SPRD./14–16' HT.

D.D. BLANCHARD MAGNOLIA – MAGNOLIA GRANDIFLORA
4" CAL./5–6' SPRD./14–16' HT.

UNDERSTORY TREE

LIGUSTRUM TREE – LIGUSTRUM JAPONICUM
2.5" CAL./8' SPRD./8' HT./MULTI-TRUNKED

CRAPE MYRTLE – LAGERSTROEMIA INDICA
2.5" CAL./4' SPRD./8' HT.

SHRUBS / GROUNDCOVER

PODOCARPUS MACROPHYLLA – JAPANESE YEW
36" HT. x 24" SPRD. / FULL / 7G

VIBURNUM ODORATISSIMUM – SWEET VIBURNUM
36" HT. x 30" SPRD. / FULL / 7G

DIETES BICOLOR – YELLOW AFRICAN IRIS
12" HT. x 15" SPRD. / FULL / 1G

DIANELLA TASMANICA – FLAX LILY
18" HT. x 24" SPRD. / FULL / 3G

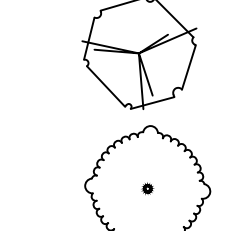
LIRIOPE MUSCARI – EMERALD GODDESS LIRIOPE
MIN. 6 BIBS / 18" O.A. / 1G

PENNISETUM SETACEUM 'RUBRUM' – RED FOUNTAIN GRASS
24" HT. x 18" SPRD. / FULL / 3G

RHAPHIOLEPIS INDICA 'ALBA' – WHITE INDIAN HAWTHORN
18" O.A. / FULL / 3G

TRACHELOSPERMUM ASIATICUM – ASIAN JASMINE
MIN. 12 RUNNERS / FULL / 1G

PASPALUM NOTATUM 'ARGENTINE' – ARGENTINE BAHIA
SOLID, FREE OF PESTS AND DISEASES

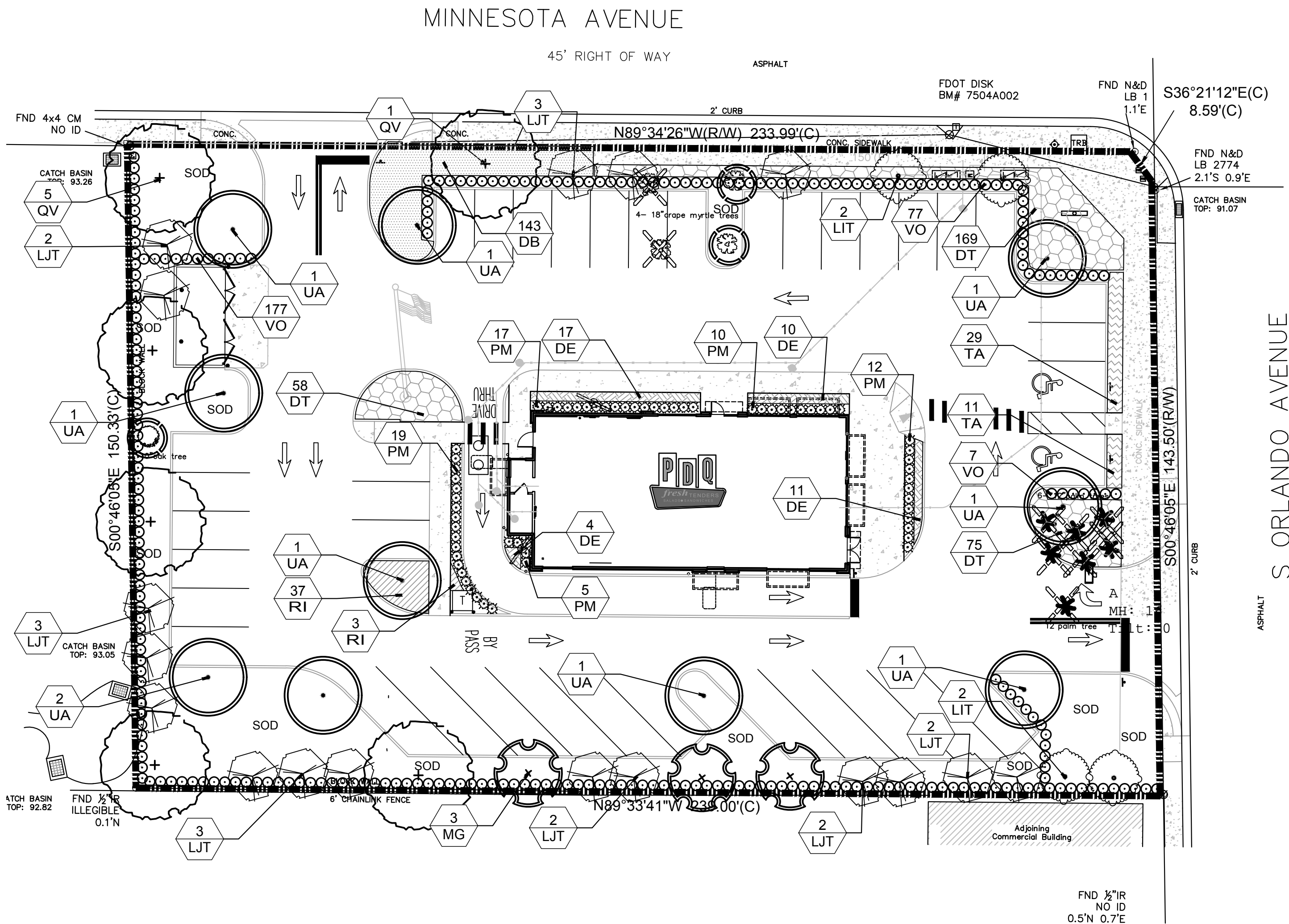



SOD

ALL LANDSCAPE AREAS TO BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.

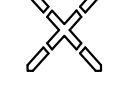
CITY OF WINTER PARK CODE NOTES:

LANDSCAPE WATER USE ZONES IN SF / %	
LANDSCAPE AREA: 9,494 SF / 100% (Proposed areas)	
ZONES	
LOW	4,106 SF / 44%
MODERATE	5,388 SF / 56%
HIGH	0 SF / 0%





TREE TO REMAIN (TYP.)



TREE TO REMOVE (TYP.)

CADDSCAPES, INC.
Florida Landscape Architecture Firm
3162 Parma Drive Landscape Architect:
Deltona, FL 32738 Jason Bridgewater, RLA
Office: 407 310-5567 Florida Water Star AP
LC# 26000550 jasonbridgewater@gmail.com
© Caddscapes, Inc. 2017



PDQ

925 S. ORLANDO AVE.
WINTER PARK
FLORIDA

PROJECT NO: 2017.0255
DATE: 06/05/17

LANDSCAPE
PLAN

L1

CHECKED: JB DRAWN: JB

INTERPLAN

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN
PROJECT MANAGEMENT

AA 003420
CA 8660

604 COURTLAND STREET
SUITE 100
ORLANDO, FLORIDA 32804
PH 407.645.5008
FX 407.629.9124

SEAL:
THIS DOCUMENT IS NOT FOR CONSTRUCTION
UNLESS THE ARCHITECT OR ENGINEER'S
SIGNATURE AND SEAL APPEAR BELOW.
DATE: 10/04/17



Jason P. Bridgewater
Registered Landscape Architect
FL Registration -LA 6667308



FRONT ELEVATION



SIDE ENTRY ELEVATION

SCHEDULE LEGEND

EXTERIOR PAINTS

EP-1 : SHERWIN WILLIAMS SW6989 DOMINO
EP-2 : SHERWIN WILLIAMS SW7548 PORTICO
EP-3 : SHERWIN WILLIAMS SW6378 CRISP LINEN
EP-4 : SHERWIN WILLIAMS SW9032 STAY IN LINE
EP-5 : SHERWIN WILLIAMS SW6868 REAL RED

EXTERIOR FINISHES

EF-1 : EIFS PAREX
EF-2 : INTEGRAL STANDARD UMBER BROWN
EF-3 : NICHHA SIDING VINTAGE WOOD CEDAR
EF-4 : CORRUGATED METAL 29 GAUGE CORRUGATED STEEL 1/2" THICK COLOR BRITE RED BY MBCI
EF-5 : SPLIT FACE CMU BLOCK BY FEATHERLITE (DUMPSTER)
EF-6 : STONE WAINSCOT CAP/ WATER TABLE SPLIT-EDGE WAINSCOT SILL COLOR: COSTAL SAND BY EL CORADO STONE

LIGHT LEGEND

WALL SCENCE
LINEAR LIGHT FIXTURE
LED STRIP FIXTURE

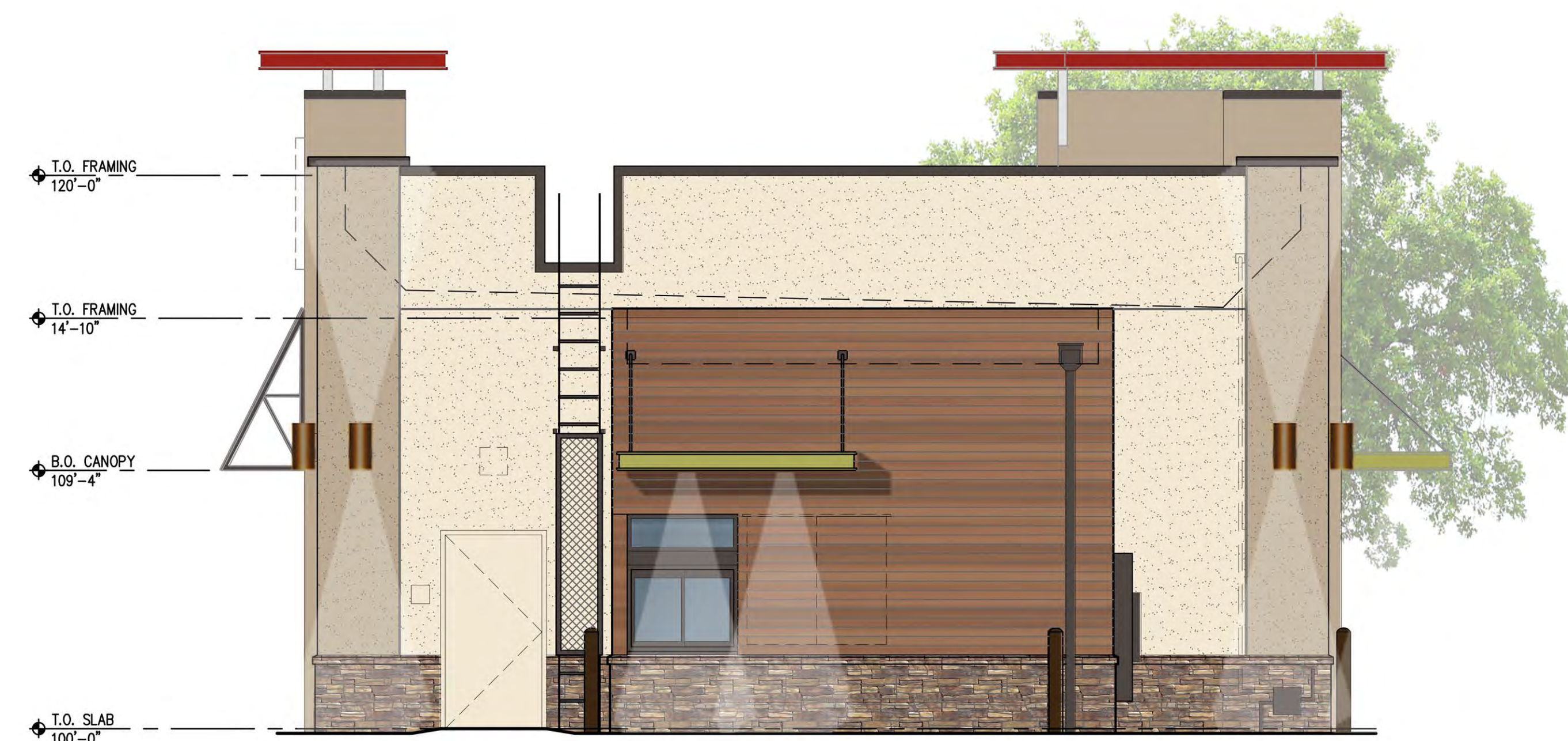


PROPOSED EXTERIOR ELEVATIONS

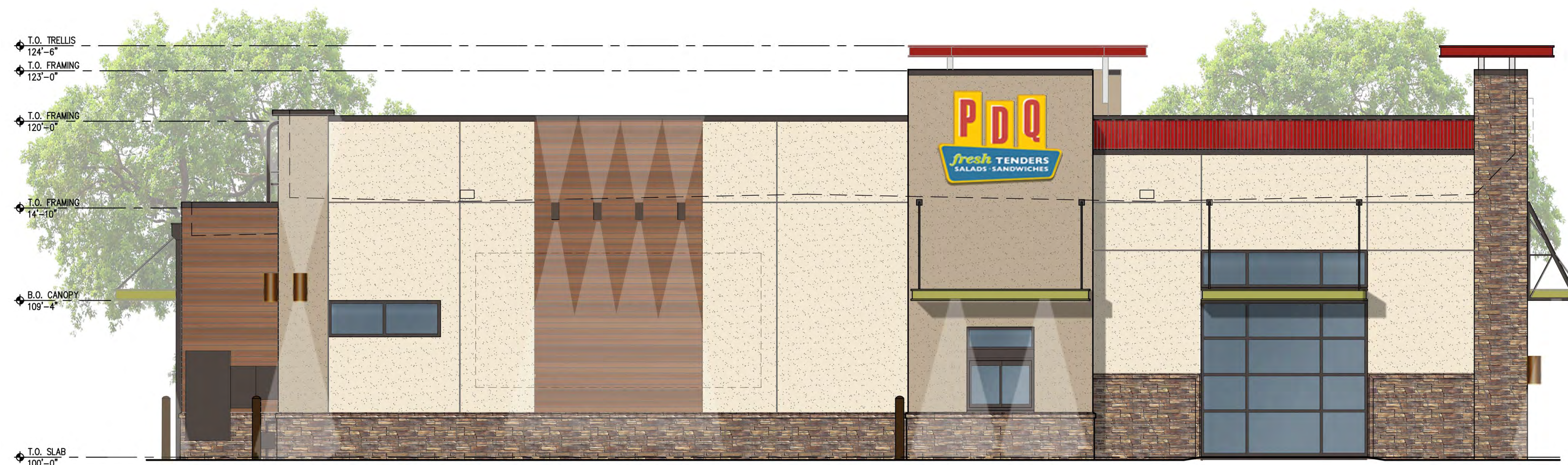
PDQ
HWY 17/92 & MINNESOTA AVE
WINTER PARK, FL

INTERPLAN
ARCHITECTURE • ENGINEERING • PROJECT MANAGEMENT • INTERIOR DESIGN

2017.0255 10-04-17



REAR ELEVATION



DRIVE THRU SIDE ELEVATION

SCHEDULE LEGEND

EXTERIOR PAINTS

- EP-1 : SHERWIN WILLIAMS SW6989 DOMINO
- EP-2 : SHERWIN WILLIAMS SW7548 PORTICO
- EP-3 : SHERWIN WILLIAMS SW6378 CRISP LINEN
- EP-4 : SHERWIN WILLIAMS SW9032 STAY IN LINE
- EP-5 : SHERWIN WILLIAMS SW6868 REAL RED

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LIGHT LEGEND

- WALL SCNCE
- LINEAR LIGHT FIXTURE
- LED STRIP FIXTURE



PROPOSED EXTERIOR ELEVATIONS

PDQ
HWY 17/92 & MINNESOTA AVE
WINTER PARK, FL

INTERPLAN OF

ARCHITECTURE • ENGINEERING • PROJECT MANAGEMENT • INTERIOR DESIGN

2017.0255 10-04-17

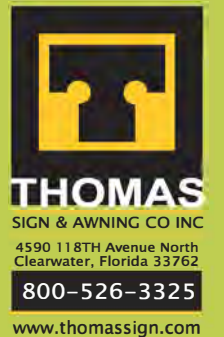


Prototype Branding Campaign

SWC Of Minnesota Ave &
S Orlando Ave
Winter Park, FL

Project ID: 77558
Date: 06.14.17

Revision: 06.14.17





SIGN & AWNING CO INC

4590 118TH Avenue North
Clearwater, Florida 33762

800-526-3325

www.thomassign.com

CLIENT

PDQ

Design Number:
75467

Installation Address:
7400 Seminole Blvd
Seminole, FL

Project Identity Number:
75467

Sales Associate: Project Team:

RW BM

Designer: Date:

MBV 06.12.17

Project Updates:

Rev:



3MTM MCSTM Warranty



Approval:

☐ Approved

DATE:

☐ Approved as noted

DATE:

☐ Revise & Re-Submit

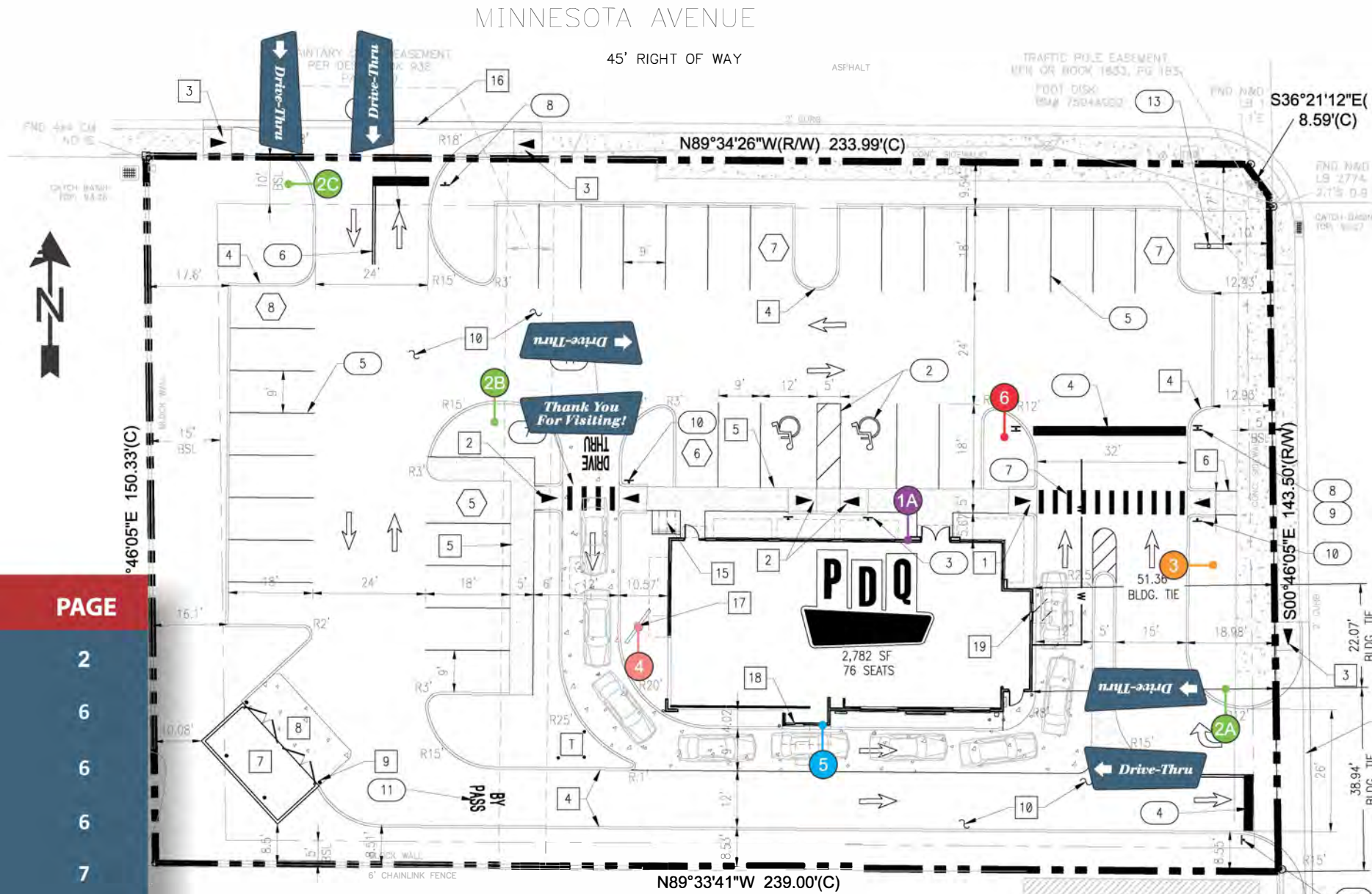
DATE:

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Page Sheet



SIGNAGE DESCRIPTION	PAGE
1A. 47 Sq Ft "Prototype" Wall Sign	2
2A. Directional North Face and South Face	6
2B. Directional North Face and South Face	6
2C. Directional East Face and West Face	6
3. 25'Tall Pylon Sign , 100 Sq Ft	7
4. Triple Menu Board	8
5. Double Wall Mounted Menu Board	9
6. 50'Tall Flag Pole with 10'x 15' USA Flag	10



Signage Location Site Plan



SIGN & AWNING CO INC

4590 118TH Avenue North
Clearwater, Florida 33762

800-526-3325

www.thomassign.com

CLIENT

PDQ

Design Number:
69117

Installation Address:
SWC of Minnesota Ave &
S Orlando, Ave
Winter Park, FL

Project Identity Number:
77558

Sales Associate: Project Team:

RW BM

Designer: Date:

MBV 06.14.17

Project Updates:

Rev:



3MTM MCSTM Warranty



THIS ARTICLE IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THIS SIGN

Approval:

☐ Approved
DATE:

☐ Approved as noted
DATE:

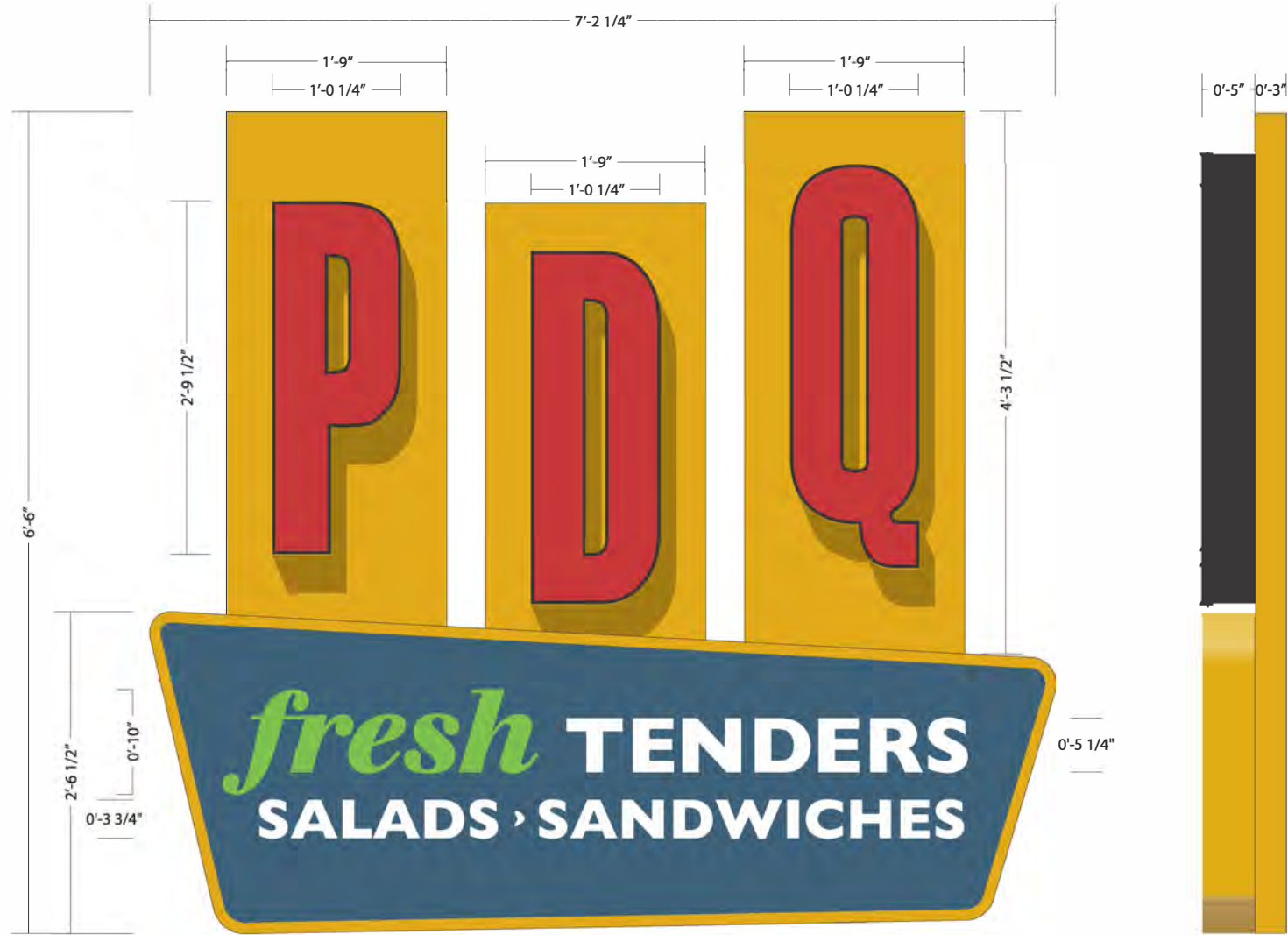
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DATE:

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Page Sheet

2 2 OF 10

Local: 727-573-7757
Fax: 727-573-0328



1A - Illuminated Wall Sign

Scale: 3/4"=1'-0" | Square Feet: 46.73'

Scope of Work:

- Primary identity wall sign will feature Front Lit channel letters from aluminum construction with 5" deep pre-finished gloss black returns and 1" black jewelite as trim cap. Faces to be #2447 milk white acrylic faces overlaid with 3M #3630-73 Dark Red translucent vinyl.
- Channel letters to be mounted onto 3" deep aluminum constructed cabinets painted to match PMS 124C yellow with satin finish.
- Subcopy will feature aluminum constructed 5" deep channel with 1" retainer painted PMS 124C yellow. 3M # 3630-106 Brilliant Green vinyl to be used for "fresh" as shown.
- Internal illumination to be Red LEDs for Channel letters and White LEDs for subcopy cabinet.

Number allowed (maximum):	ONE
Size allowed (maximum):	Signable area determination: The occupancy displaying a wall sign shall determine the signable area by choosing one such area on the building facade and by then calculating the number of square feet which are enclosed by an imaginary rectangle or square which is drawn around this area. -Area limits. In all cases, wall sign areas refer to the area of copy rather than the area of the background. (1) Where an occupancy has no ground, roof or projecting sign on the same premises, 45 percent of the signable area may be used for copy. (2) Where an occupancy has a ground sign but no roof or projecting sign on the same premises, 30 percent of the signable area may be used for copy. (3) Where an advertiser has a projecting sign but no ground sign on the same premises, 15 percent of the signable area may be used for copy.
How is sq.ft. of sign determined?	SINGLE RECTANGLE ENCOMPASSING ALL COPY
Can individual components of a channel letter sign be boxed in to calculate sign area?	NO
Are raceways allowed?	NOT STIPULATED PER CODE: CHECK W/ LL FOR RESTRICTIONS
Are cabinet style signs allowed?	YES
Interior illumination allowed?	YES
Projection restrictions?	NOT STIPULATED PER CODE: CHECK W/ LL FOR RESTRICTIONS
Above roofline allowed? Parapet install OK?	NO/YES
Is roofline measured to highest peak?	MANSARD/GABLE/HIP- EAVE; PARAPET-TOP OF PARAPET HORIZON LINE
Only on elevation facing street?	YES- MUST FACE PUBLIC ROW
Letter height restriction? Neon OK?	N/A
Other restrictions/comments:	N/A
Notes:	N/A



Proposed Condition - North Elevation

Scale: 3/32"=1'-0"



SIGN & AWNING CO INC

4590 118TH Avenue North
Clearwater, Florida 33762

800-526-3325

www.thomassign.com

CLIENT

PDQ

Design Number:
69117

Installation Address:
SWC of Minnesota Ave &
S Orlando, Ave
Winter Park, FL

Project Identity Number:
77558

Sales Associate:	Project Team:
RW	BM
Designer:	Date:
MBV	06.14.17

Project Updates:
Rev:



West Elevation

Scale: 3/16"=1'-0"

Number allowed (maximum):	ONE
Size allowed (maximum):	Signable area determination: The occupancy displaying a wall sign shall determine the signable area by choosing one such area on the building facade and by then calculating the number of square feet which are enclosed by an imaginary rectangle or square w
How is sq.ft. of sign determined?	SINGLE RECTANGLE ENCOMPASSING ALL COPY
Can individual components of a channel letter sign be boxed in to calculate sign area?	NO
Are raceways allowed?	NOT STIPULATED PER CODE: CHECK W/ LL FOR RESTRICTIONS
Are cabinet style signs allowed?	YES
Interior illumination allowed?	YES
Projection restrictions?	NOT STIPULATED PER CODE: CHECK W/ LL FOR RESTRICTIONS
Above roofline allowed? Parapet install OK?	NO/YES
Is roofline measured to highest peak?	MANSARD/GABLE/HIP- EAVE; PARAPET-TOP OF PARAPET HORIZON LINE
Only on elevation facing street?	YES- MUST FACE PUBLIC ROW
Letter height restriction? Neon OK?	N/A
Other restrictions/comments:	N/A
Notes:	N/A



3M™ MCS™ Warranty



Approval:

☐ Approved
DATE:

☐ Approved as noted
DATE:

☐ Revise & Re-Submit
DATE:

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Page Sheet

3

3 OF 10

Local: 727-573-7757
Fax: 727-573-0328



SIGN & AWNING CO INC

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Clearwater, Florida 33762

800-526-3325

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CLIENT

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77558

Sales Associate:	Project Team:
RW	BM
Designer:	Date:
MBV	06.14.17

Project Updates:
Rev:



South Elevation

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

Number allowed (maximum):	ONE
Size allowed (maximum):	Signable area determination: The occupancy displaying a wall sign shall determine the signable area by choosing one such area on the building facade and by then calculating the number of square feet which are enclosed by an imaginary rectangle or square w
How is sq.ft. of sign determined?	SINGLE RECTANGLE ENCOMPASSING ALL COPY
Can individual components of a channel letter sign be boxed in to calculate sign area?	NO
Are raceways allowed?	NOT STIPULATED PER CODE: CHECK W/ LL FOR RESTRICTIONS
Are cabinet style signs allowed?	YES
Interior illumination allowed?	YES
Projection restrictions?	NOT STIPULATED PER CODE: CHECK W/ LL FOR RESTRICTIONS
Above roofline allowed? Parapet install OK?	NO/YES
Is roofline measured to highest peak?	MANSARD/GABLE/HIP- EAVE; PARAPET-TOP OF PARAPET HORIZON LINE
Only on elevation facing street?	YES- MUST FACE PUBLIC ROW
Letter height restriction? Neon OK?	N/A
Other restrictions/comments:	N/A
Notes:	N/A



3M™ MCS™ Warranty



Underwriters
Laboratories Inc.
LISTING E89514
ELECTRIC SIGN
COMPLIES TO UL 48

Approval:

☐ Approved
DATE: _____

☐ Approved as noted
DATE: _____

☐ Revise & Re-Submit
DATE: _____

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Page Sheet

4 4 OF 10

Local: 727-573-7757
Fax: 727-573-0328



SIGN & AWNING CO INC

4590 118TH Avenue North
Clearwater, Florida 33762

800-526-3325

www.thomassign.com

CLIENT

PDQ

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Installation Address:
SWC of Minnesota Ave &
S Orlando, Ave
Winter Park, FL

Project Identity Number:
77558

Sales Associate:	Project Team:
RW	BM
Designer:	Date:
MBV	06.14.17

Project Updates:
Rev:



East Elevation

Scale: 3/16"=1'-0"

Number allowed (maximum):	ONE
Size allowed (maximum):	Signable area determination: The occupancy displaying a wall sign shall determine the signable area by choosing one such area on the building facade and by then calculating the number of square feet which are enclosed by an imaginary rectangle or square w
How is sq.ft. of sign determined?	SINGLE RECTANGLE ENCOMPASSING ALL COPY
Can individual components of a channel letter sign be boxed in to calculate sign area?	NO
Are raceways allowed?	NOT STIPULATED PER CODE: CHECK W/ LL FOR RESTRICTIONS
Are cabinet style signs allowed?	YES
Interior illumination allowed?	YES
Projection restrictions?	NOT STIPULATED PER CODE: CHECK W/ LL FOR RESTRICTIONS
Above roofline allowed? Parapet install OK?	NO/YES
Is roofline measured to highest peak?	MANSARD/GABLE/HIP- EAVE; PARAPET-TOP OF PARAPET HORIZON LINE
Only on elevation facing street?	YES- MUST FACE PUBLIC ROW
Letter height restriction? Neon OK?	N/A
Other restrictions/comments:	N/A
Notes:	N/A



3M™ MCS™ Warranty



Approval:

☐ Approved
DATE:

☐ Approved as noted
DATE:

☐ Revise & Re-Submit
DATE:

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Page Sheet

5

5 OF 10

Local: 727-573-7757
Fax: 727-573-0328



SIGN & AWNING CO INC

4590 118TH Avenue North
Clearwater, Florida 33762

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Rev:



3MTM MCSTM Warranty



Approval:

☐ Approved
DATE: _____

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DATE: _____

☐ Revise & Re-Submit
DATE: _____

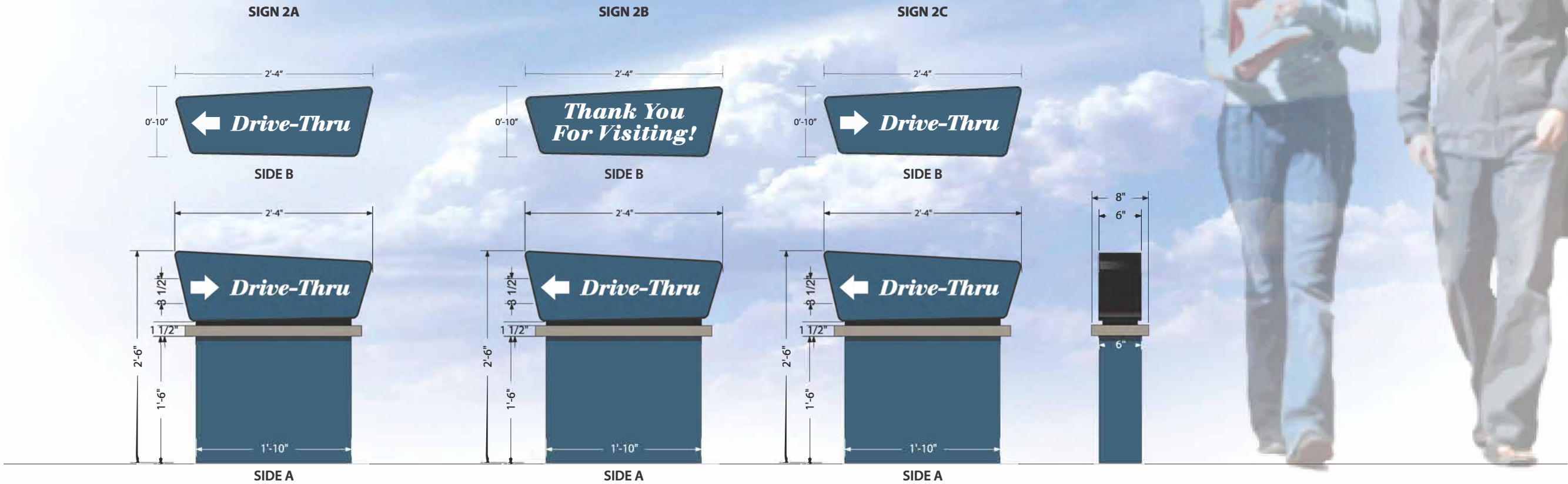
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Page Sheet

6 6 OF 10

Local: 727-573-7757
Fax: 727-573-0328

Permit required?	NO
Number allowed (maximum):	NOT STIPULATED BY CODE; SUBJECT TO REVIEW BY PLANNING & COMMUNITY DEVELOPMENT
Size allowed (maximum):	6 SQ FT
Height restrictions? (Explain)	NOT STIPULATED BY CODE; SUBJECT TO REVIEW BY PLANNING & COMMUNITY DEVELOPMENT
Setback restrictions? (Explain)	NOT STIPULATED BY CODE; SUBJECT TO REVIEW BY PLANNING & COMMUNITY DEVELOPMENT
Engineering required? (Explain)	NO
Dir. signs included in total sq.ft.?	NO
Logo allowed / name allowed?	NO
Illumination allowed? (If not, explain)	YES
Other restrictions/comments:	N/A
Notes:	N/A



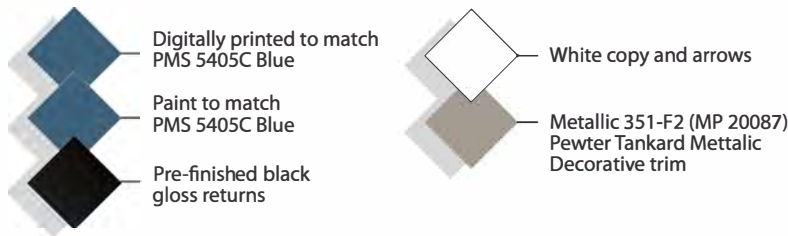
2A,2B,2C - D/F Non Illuminated Directional Signs (QTY: 3)

Square Feet: 2

Scale: 1"=1'-0"

Scope of Work:

Directional signs to be from aluminum contruction with digitally printed graphics on aluminum faces conforming with client's color program.
MS base will feature aluminum angle internal frame and .080" aluminum skin painted to match PMS 5405C.
Decorative rail to be painted to match Metallic 351-F2 (MP 20087) Pewter Tankard Metallic.
PDQ logo to be digitally printed



Color Program



SIGN & AWNING CO INC

4590 118TH Avenue North
Clearwater, Florida 33762

800-526-3325

www.thomassign.com

CLIENT

PDQ

Design Number:
69117

Installation Address:
SWC of Minnesota Ave &
S Orlando, Ave
Winter Park, FL

Project Identity Number:
77558

Sales Associate: Project Team:

RW BM

Designer: Date:

MBV 06.14.17

Project Updates:

Rev:



3MTM MCSTM Warranty



Underwriters
Laboratories Inc.
LISTING E89514
ELECTRIC SIGN
COMPLIES TO UL 48

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ACCORDANCE WITH THE REQUIREMENTS OF
ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE
AND/OR OTHER APPLICABLE LOCAL CODES. THIS
INCLUDES PROPER GROUNDING AND BONDING
OF THIS SIGN

Approval:

☐ Approved

DATE:

☐ Approved as noted

DATE:

☐ Revise & Re-Submit

DATE:

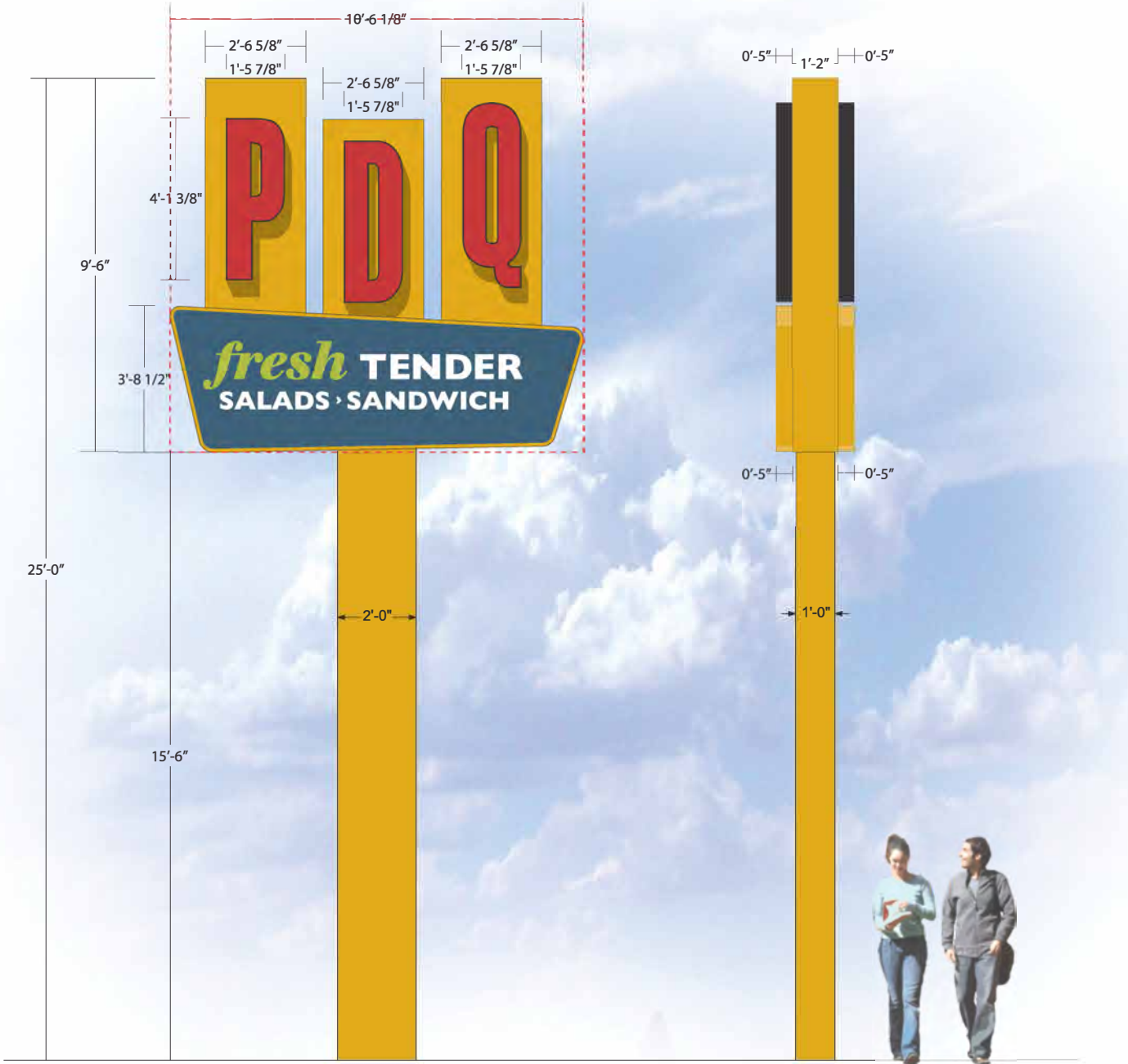
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3 - D/F Illuminated Pylon Sign

SCALE: 1/4" = 1'-0" | Square Feet: 99.84'

Scope of Work:

Primary identity DF pylon sign will feature Front Lit channel letters from aluminum construction with 5" deep pre-finished gloss black returns and 1" black jewelite as trim cap. Faces to be #2447 milk white acrylic faces overlayed with 3M #3630-73 Dark Red translucent vinyl. Backs to be clear

Subcopy will feature aluminum constructed 5" deep cabinet with 2" X 2" aluminum retainer to be used as trim cap and painted to match PMS 124C Yellow with satin finish.

Face to be .177 2447 white acrylic with digital print applied first surface. Digital print to be laminated with GPS Pylon pole support cover to be .080" aluminum.

Internal illumination to be Red LEDs for Channel letters and White LEDs for subcopy cabinet.

Number allowed (maximum):	1
Size allowed (maximum sq.ft) one side:	2-Lane Streets: 36 sq. ft. All other 4—6 lanes: 50 sq. ft. Orlando Ave., Aloma Ave., Lee Rd.: 100sq. Ft.
Are both sides counted toward square footage?	NO
Both pylons & monuments allowed?	YES
How is sq.ft. of sign determined?	SINGLE RECTANGLE ENCOMPASSING ALL COPY
Height restrictions (overall height.):	2-Lane Streets: 8 ft. All other 4—6 lanes: 20 ft. Orlando Ave., Aloma Ave., Lee Rd.: 25 ft.
Measure from crown or grade at install site?	GRADE AT INSTALL LOCATION
Pole cover or cabinet depth restrictions?	NO
Clearance restrictions?	PYLON-16' MIN FROM GRADE TO BOTTOM OF SIGN CABINET
Setback restrictions? (Explain)	A ground sign must be located entirely on private property behind the lot line.
Is setback measured from the leading edge or pole?	LEADING EDGE OF CABINET
Can the cabinet be changed on an existing pole sign?	YES-WITH PERMIT
Visibility triangle restrictions? (Explain)	MAY NOY OBSTRUCT DRIVER VISION WITHIN VISIBILITY TRIANGLE PER DOT STANDARDS
Feet between signs allowed?	N/A
Projection over public way allowed?	Where a ground sign projects over a vehicular traffic area such as a driveway or parking lot aisle, the minimum clearance between the bottom of the sign and the ground shall be 16 feet.
- If Yes; Dimensions:	16' FROM GRADE TO BOTTOM OF SIGN. MAY ONLY PROJECT OVER A DRIVEWAY OR PARKING LOT ISLE
Windload	PER ENGINEER
Other restrictions/comments:	N/A
Landscape Plan Required?	NO
Interior illumination allowed?	YES
Notes:	



Color Program



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Clearwater, Florida 33762

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CLIENT

PDQ

Design Number:
69117

Installation Address:
SWC of Minnesota Ave &
S Orlando, Ave
Winter Park, FL

Project Identity Number:
77558

Sales Associate: Project Team:

RW BM

Designer: Date:

MBV 06.14.17

Project Updates:
Rev:



3MTM MCSTM Warranty



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Approval:

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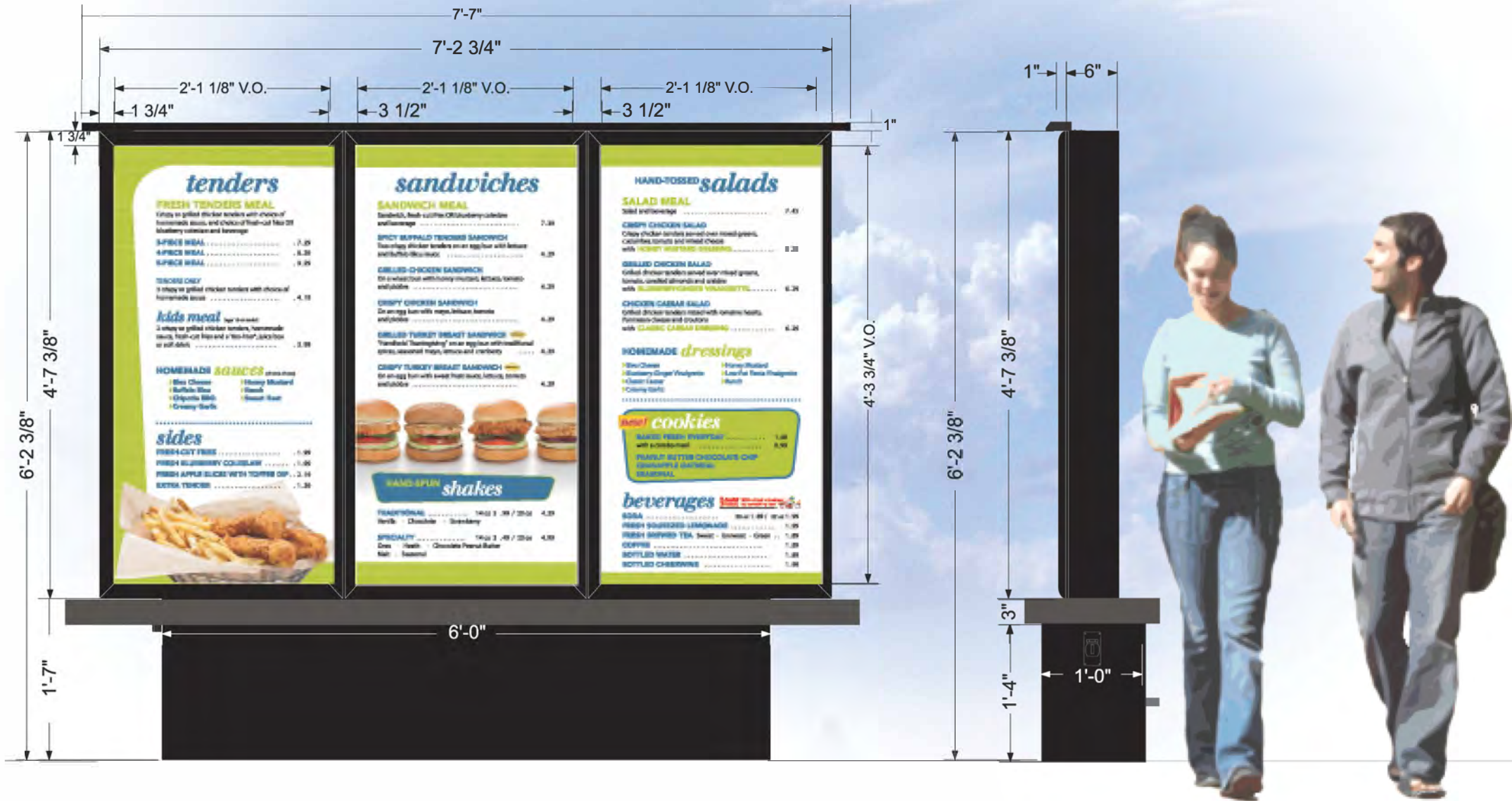
8 8 OF 10

Local: 727-573-7757
Fax: 727-573-0328

Number of Menu boards allowed	Per Ashley Ong, the Menu Boards are not regulated (no permit required), as they are not visible to the public as an advertising sign.
Max Allowed area	Per Ashley Ong, the Menu Boards are not regulated (no permit required), as they are not visible to the public as an advertising sign.
Max Allowed height	Per Ashley Ong, the Menu Boards are not regulated (no permit required), as they are not visible to the public as an advertising sign.
Notes:	Per Ashley Ong, the Menu Boards are not regulated (no permit required), as they are not visible to the public as an advertising sign.

- Digitally printed graphics on 17 mil. Duratex Backlit Film
- Black gloss returns, MS Base and frame system
- .177" Impact resistant non glare acrylic panels (FRONT)
- .177" #2447 Milk white acrylic
- Akzo Nobel Black Gloss Finish

Color Program



4 - S/F Illuminated Triple Panel Menu Board

Scope of Work:

Menu board will feature 6" deep extruded aluminum cabinet with an aluminum snap frame, front loading exchangeable graphics system. Full color digitally printed graphics on 17mil. Matte Duratex Rigid Backlit Film "sandwiched" between a .177" #2447 milk white acrylic and an impact resistant .177" matte clear acrylic. Menu board will feature a brake-formed aluminum rain cover. Monument base to feature internal aluminum angle framing and .080" aluminum skin painted black with gloss finish.

Menu board display to be painted Akzo Nobel black with gloss finish.
Internal illumination provided by DHO Fluorescent lamps and an energy efficient ballast system.
CLIENT TO PROVIDE SITE SPECIFIC TRIPLE MENU BOARD GRAPHICS.

SCALE: 3/4" = 1'-0"



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4590 118TH Avenue North
Clearwater, Florida 33762

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CLIENT

PDQ

Design Number:
69117

Installation Address:
SWC of Minnesota Ave &
S Orlando, Ave
Winter Park, FL

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77558

Sales Associate:	Project Team:
RW	BM
Designer:	Date:
MBV	06.14.17

Project Updates:
Rev:



Number of Menu boards allowed	Per Ashley Ong, the Menu Boards are not regulated (no permit required), as they are not visible to the public as an advertising sign.
Max Allowed area	Per Ashley Ong, the Menu Boards are not regulated (no permit required), as they are not visible to the public as an advertising sign.
Max Allowed height	Per Ashley Ong, the Menu Boards are not regulated (no permit required), as they are not visible to the public as an advertising sign.
Notes:	Per Ashley Ong, the Menu Boards are not regulated (no permit required), as they are not visible to the public as an advertising sign.



Color Program

NOTE: SITE SPECIFIC GRAPHICS TO BE PROVIDED BY OTHERS

5 - S/F Illuminated Single Panel Menu Board

Scope of Work:

Menu board cabinets to be constructed of 3" channel returns snap frame, front loading exchangeable graphics system.

Menu board display structures to be painted Akzo Nobel black with gloss finish.
Internal illumination provided by engery efficient LED lighting. Led lighting by Agilight Signrays Pro 260 1G3 B LEDs

SCALE: 3/4" = 1'-0"



Proposed Condition -South Elevation

Scale: 3/32"=1'-0"



3MTM MCSTM Warranty



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DATE: _____

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DATE: _____

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TRAFFIC IMPACT STUDY

PDQ WINTER PARK
WINTER PARK, FLORIDA



Prepared for:

PDQ
1511 North Westshore Blvd, Suite 700
Tampa, Florida 33607

Prepared by:

Traffic Planning and Design, Inc.
535 Versailles Drive
Maitland, Florida 32751
407-628-9955

October 2017 (Revised)


TPD № 4948

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with Traffic Planning & Design, Inc., a corporation authorized to operate as an engineering business, EB-3702, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: PDQ Winter Park
LOCATION: Winter Park, Florida
CLIENT: PDQ

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

NAME: Turgut Dervish, P.E.
P.E. No.: 20400
DATE: October 5th, 2017
SIGNATURE: 

EXECUTIVE SUMMARY

This analysis was undertaken in order to assess the traffic impact of the proposed PDQ fast-casual restaurant to be located at the southwest corner of the intersection of S. Orlando Avenue (US 17/92) and Minnesota Avenue in Winter Park, Florida. The proposed development will consist of a 2,782 square-foot fast-casual restaurant with a drive-through window. Access to the site will be provided via a right-in/right-out access driveway on S. Orlando Avenue and a full access driveway on Minnesota Avenue. The results of the study as documented herein are summarized below:

- A PDQ restaurant is a fast-causal restaurant and not a fast food restaurant. The restaurant will be designed to encourage customers to stay longer. Consequently, the project will have a lower trip generation than a similar size fast food restaurant.
- The proposed development will generate 433 new net daily trips, of which 29 will occur in the P.M. peak hour.
- The analysis indicated that the adjacent roadway segments currently operate at a satisfactory Levels of Service and will continue to do so with the addition of project trips. In addition, it was noted that the project trips consume approximately 1% or less of the capacity of the study roadways segments.
- The analysis indicated that the study intersections currently operate at a satisfactory Levels of Service and will continue to do so with the addition of project trips.
- Based on the field reviews and traffic simulation analyses conducted, it is anticipated that the proposed access driveways will adequately accommodate the project traffic volumes and extensive queues are not expected to develop or be further exacerbated. The primary reason for this is the proposed development is anticipated to generate low traffic volumes at the project access driveway - 0.32 vehicles or less a minute which is the equivalent of less than 2 vehicles every 5 minutes.
- Based on discussions with City staff at a coordination meeting held on October 3rd, 2017, the following safety countermeasures are recommended at the Minnesota Avenue access:
 - “DO NOT BLOCK” pavement marking striping to discourage driveway blockage
 - Sign to restrict left out onto Minnesota between 5:00 PM and 7:00 PM



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INTRODUCTION

This analysis was undertaken in order to assess the traffic impact of a proposed PDQ restaurant to be located at the southwest corner of the intersection of S. Orlando Avenue (US 17/92) and Minnesota Avenue in Winter Park, Florida. The proposed development will consist of a 2,782 square-foot fast-casual restaurant with a drive-through window. **Figure 1** depicts the site location and the area roadways. Access to the site will be provided via a right-in/right-out access driveway on S. Orlando Avenue and a full access driveway on Minnesota Avenue. **Figure 2** depicts its site plan and its access configuration.

Data utilized in the analysis consisted of a site plan provided by Project Engineers and P.M. peak hour turning movement counts obtained by Traffic Planning and Design (TPD) at the study intersection(s). Reference data were obtained from the Florida Department of Transportation (FDOT) and the Institute of Transportation Engineers (ITE).

Restaurant Description

A PDQ restaurant is a fast-causal restaurant and not a fast food restaurant. Some of the unique features of this restaurant include:

- No ordering “squawk” box at drive-thru – a person takes order in drive thru
- An industry leading quick drive thru queue
- A dining area designed for people to sit and spend time including customer/team member interaction, internet access, tv’s in dining room, booth and tables
- Bar top dining seating





PDQ Winter Park
Project № 4948

Figure 1

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Project Location Map



EXISTING CONDITIONS ANALYSIS

A capacity analysis was performed for the study roadway segments and intersections in order to establish their current operating conditions.

Roadway Segment Analysis

The adjacent roadway segments was analyzed by comparing their existing P.M. peak hour/peak direction traffic volume with the corresponding capacities at the adopted LOS standard. The existing traffic volumes were obtained from intersection counts and peak hour directional capacities were obtained from FDOT's 2013 Quality/Level of Service Handbook. A summary of the P.M. peak hour roadway capacity analysis is presented in **Table 1**.

Table 1
Existing Roadway Capacity Analysis

Roadway	Segment ¹	Lns	Adopted LOS		Period	PK Dir	Existing PHPD Vols ²	Within Adopted LOS Stnd?
			LOS	Capacity ¹				
S. Orlando Ave	N Orange Ave to Minnesota Ave	4L	D	2,000	PM	EB	1,166	YES
	Minnesota Ave to Aloma Ave	4L	D	2,000	PM	EB	1,247	YES
Minnesota Ave	Clay St to S. Orlando Ave	4L	D	2,000	PM	SB	417	YES
	S. Orlando Ave to Denning Dr	2L	D	750	PM	SB	373	YES

Notes:

1. Obtained from the FDOT 2013 QLOS Handbook

2. Existing Peak Hour Peak Direction (PHPD) volumes obtained for the TMCs conducted in support of this TIS

The existing analysis reveals that the study segments are currently operating at a satisfactory Levels of Service within its adopted LOS standards.



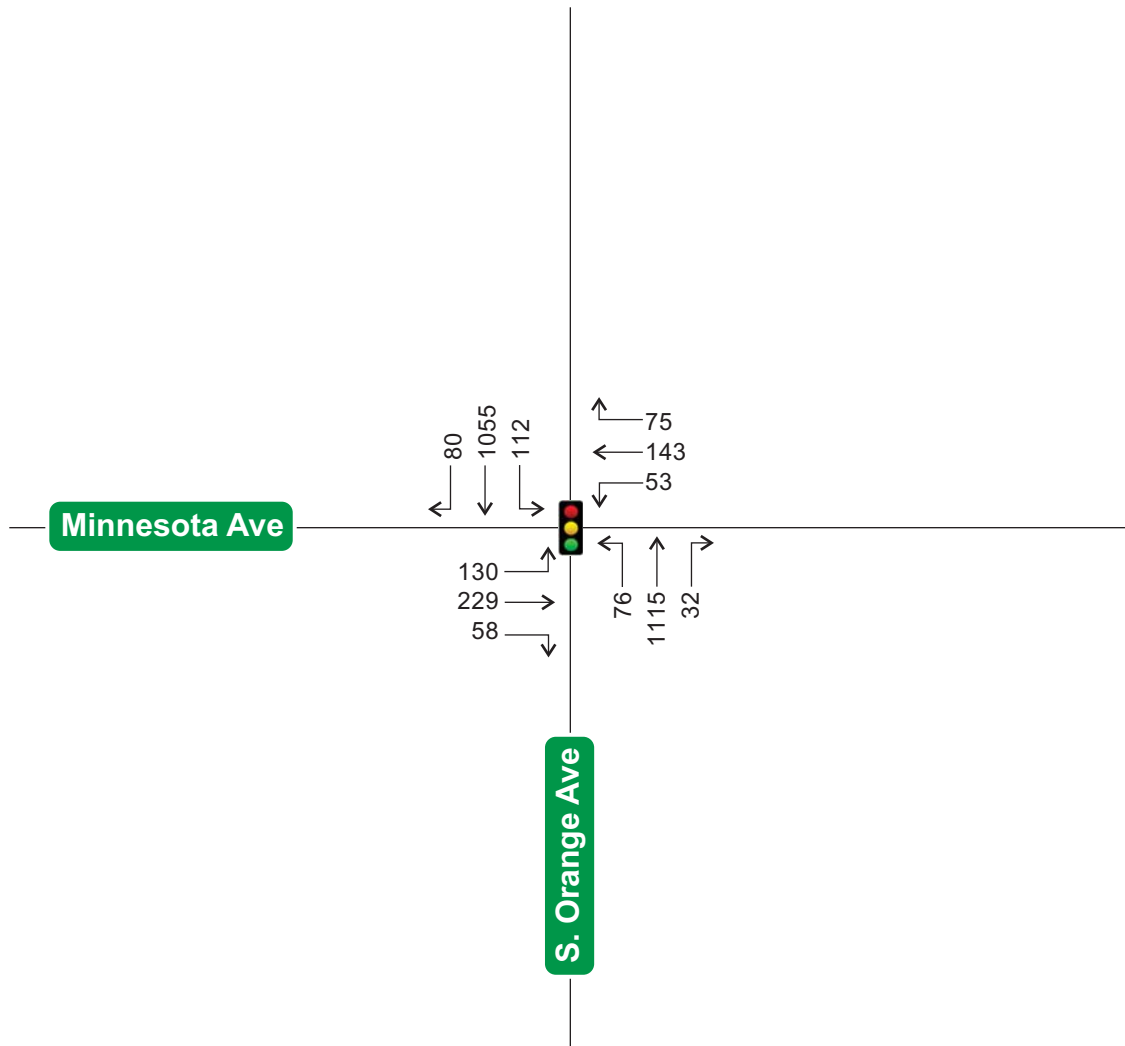
Intersection Analysis

An intersection analysis was conducted for the existing conditions using the *Synchro* software in accordance with the procedures of the 2010 Highway Capacity Manual (HCM). The existing turning movement counts were seasonally adjusted using a peak season factor obtained from the FDOT 2016 Traffic Online website. The existing intersection volumes are illustrated in **Figure 3** and the raw turning movement count is included in **Appendix A**. The intersection capacity analysis is summarized in **Table 2**. As shown, the study intersection currently operates at a satisfactory overall Level of Service. A detailed printout of the existing capacity analysis is included in **Appendix B**.

Table 2
Existing Intersection Capacity Analysis

Intersection	Control	EB		WB		NB		SB		Overall	
		Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
S. Orlando Ave & Minnesota Ave	Signal	69.6	E	105.4	F	24.9	C	23.8	C	37.3	D





PROPOSED DEVELOPMENT AND TRIP GENERATION

The proposed development will consist of a 2,782 square-foot fast-casual restaurant with a drive-through window. To determine the impact of this development, an analysis of its trip generation characteristics was conducted. This included the determination of the trips to be generated as well as their distribution and assignment to the area roadway segments.

Trip Generation

Trip generation rates were obtained from the Institute of Transportation Engineer's (ITE) *Trip Generation Manual, 9th Edition*. The proposed fast-casual project is a hybrid concept between a fast food restaurant and a high turnover sit down restaurant. Therefore, as has been done for other similar projects in other jurisdictions, trip generation rates were developed for the proposed project by averaging the rates from Land Use Code (LUC) 932 – High Turnover Sit Down Restaurant and LUC 934 Fast-Food Restaurant with Drive Thru Window. A pass-by rate of 50% was used based on ITE's *Trip Generation Handbook, 3rd Edition* for fast food restaurants. The trip generation calculation of daily and P.M. peak hour volumes is summarized in **Table 3** and the trip generation graphs are included in **Appendix C**. As shown, the project will generate 433 new net daily trips, of which 29 will occur in the P.M. peak hour.

Table 3
Trip Generation Summary

ITE Code	Land Use	Size	Daily		PM Peak Hour			
			Rate	Trips	Rate	Total	Enter	Exit
932	High Turnover Sit Down Restaurant	2.782 KSF	127.2	354	9.85	27	16	11
934	Fast-Food Restaurant with Drive Thru Window	2.782 KSF	496.1	1,380	32.7	91	47	44
Average of Two Uses			311.6	867	21.3	59	32	27
Fast Food Pass-by Rate (50%)			--	434	--	30	16	14
Net New Project Trips			--	433	--	29	16	13

Trip Distribution / Trip Assignment

A trip distribution pattern for the project was estimated using the currently adopted *Orlando Urban Area Transportation Study (OUATS)* model. A Select Zone Analysis (SZA) was conducted by modifying the 2020 interim year model network to include a Traffic Analysis Zone (TAZ) representing the proposed project. The model's socio-economic data was also updated to reflect the proposed project buildout. The resulting trip distribution pattern from the model is provided in



the **Appendix D** and illustrated in **Figure 4**. Utilizing this distribution, the development project trips will be assigned to the area roadways.





PDQ Winter Park
Project № 4948

Figure 4
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Trip Distribution Map



PROJECTED CONDITIONS ANALYSIS

Traffic conditions were analyzed for the study roadway segments and intersections to assess the operations at the project buildout (2018). Projected traffic volumes consist of background traffic combined with site generated traffic.

Background Traffic Volumes

A historical trends analysis conducted using the available Annual Average Daily Traffic (AADT) from the nearest FDOT traffic count location on S. Orlando Avenue. This analysis revealed a growth trend of 0.78%; therefore, a minimum 2% annual growth rate was used to determine the projected background volumes for the project buildout. The trends analysis worksheet is included in **Appendix E**.

Roadway Segment Analysis

A segment analysis was performed for the adjacent roadway segments by comparing their projected peak hour/peak direction segment volumes with their respective capacities at the adopted Level of Service standard. The analysis summarized in **Table 4** revealed that the study roadway segments will continue to operate at satisfactory Levels of Service within their adopted capacities. In addition, it was noted that the project trips consume approximately 1% or less of the capacity of the study roadways segments.

Table 4
Projected Roadway Capacity Analysis

Roadway	Segment ¹	Lns	Adopted LOS		B'grnd PHPD Vols	Project Trips		Total Projected Vols	Within Adopted LOS?
			LOS	Capacity		Trip Dist ²	Vol		
S. Orlando Ave	N Orange Ave to Minnesota Ave	4L	D	2,000	1,189	37%	9	1,198	YES
	Minnesota Ave to Aloma Ave	4L	D	2,000	1,272	6%	1	1,273	YES
Minnesota Ave	Clay St to S. Orlando Ave	2L	D	750	425	41%	9	434	YES
	S. Orlando Ave to Denning Dr	2L	D	750	380	16%	4	384	YES

Notes:

1. Obtained from the FDOT 2013 QLOS Handbook
2. Highest distribution on segment



Intersection Analysis

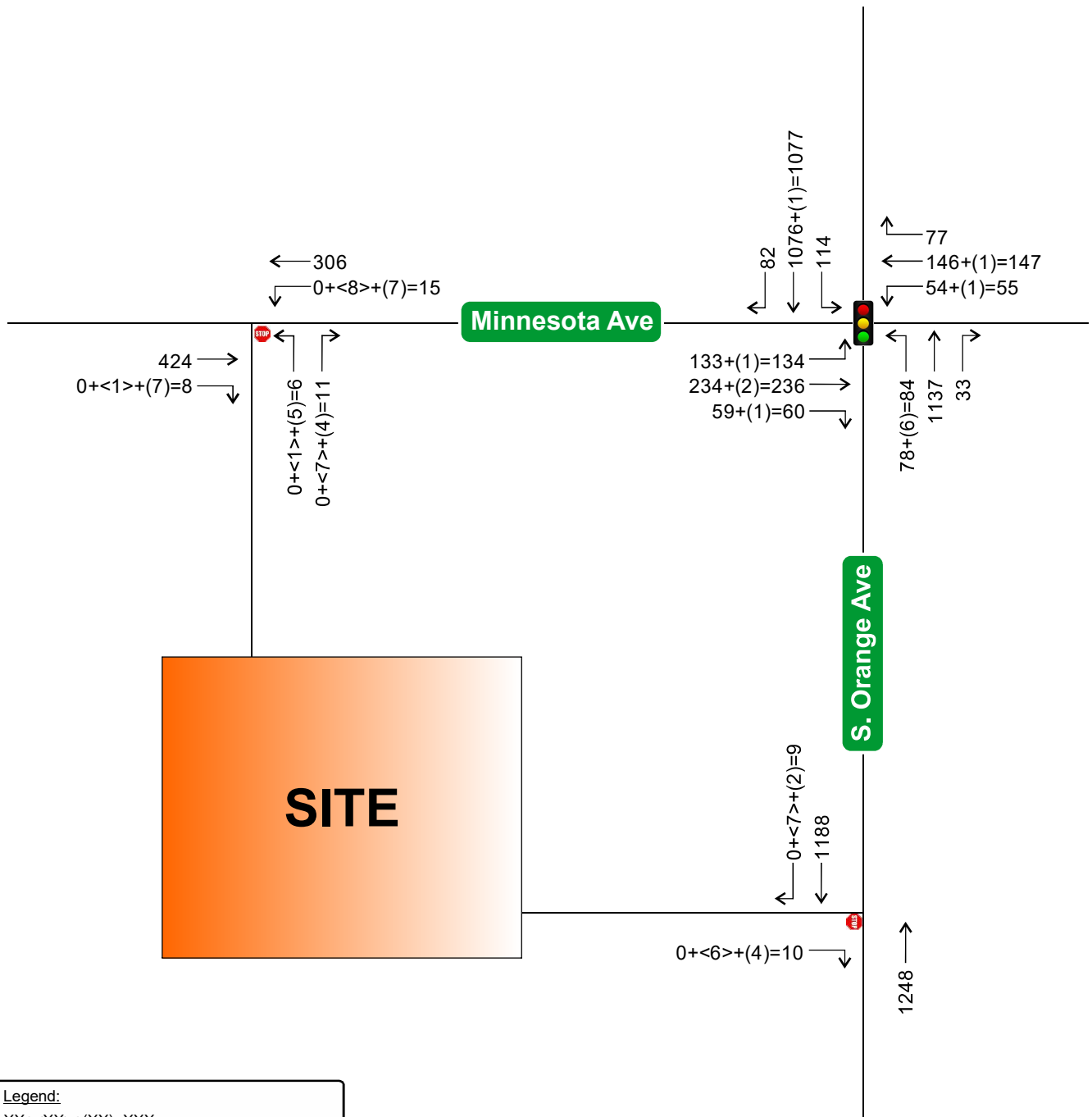
To assess the projected operating conditions at the study intersection, an intersection capacity analysis was conducted using the total projected traffic volumes along with the current roadway/intersection geometry as shown in **Figure 5**. The intersection was analyzed using the *Synchro* software and the results are summarized in **Table 5**. Detailed printout of the capacity analysis worksheets are included in **Appendix F**. The study intersections are projected to operate at satisfactory overall Levels of Service upon addition of project trips.

Table 5
Projected Intersection Capacity Analysis

Intersection	Control	EB		WB		NB		SB		Overall	
		Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
S. Orlando Ave & Minnesota Ave	Signal	69.7	E	106.6	F	26.0	C	25.1	C	38.4	D
Minnesota Ave & Project Access	Stop	--	--	0.4	A	13.0	B	--	--	--	--
S. Orlando Ave & Project Access	Stop	14.0	B	--	--	--	--	--	--	--	--

The eastbound and west bound approaches of the S. Orlando and Minnesota Avenue intersection currently operate at LOS E and F, respectively and are projected to continue to do so upon buildout of the project. However, as indicated by the *Synchro* software results, these approaches are projected to operate with volume to capacity ratios of less than 1.0, indicating that there is sufficient capacity to serve the projected volumes and suggests the LOS E and F results are due to delays experienced by drivers. It should be noted that on arterial corridors such as S. Orlando Avenue (US 17/92), it is typically for the traffic signal engineer to give green time preference to the major road movements (i.e. the S. Orlando Avenue north/south movements) resulting in reduced green times given to the Minnesota Avenue approaches.





PDQ Winter Park
Project № 4948

Figure 5

Agenda Packet Page 184

**Projected P.M. Peak Hour
Traffic Volumes**



Access Operations Discussion

The following discusses the queues anticipated at the proposed access driveways in the projected conditions. **Figure 6** illustrates this discussion.

S. Orlando Avenue and Minnesota Avenue Intersection - Eastbound Queues

- A field review was conducted of the eastbound approach at S. Orlando Avenue and Minnesota Avenue to observe the vehicular queuing during the P.M. peak hour. An maximum queue length of 17 vehicles were observed (see **Appendix A**). This queue does extend beyond the proposed driveway; however, it was observed that the queue clears with the green time provided by the signal and queues do not build from cycle to cycle. A review of the preliminary site plan noted that the Project access driveway was shifted as far west, with respect to its current existing location, so as to provide as much separation from S. Orlando Avenue as possible.

Minnesota Avenue and Project Access Driveway – Westbound Left Turns

- There are fifteen (15) vehicles projected to make westbound entering left turns at the Minnesota Avenue and Project Access driveway during the P.M. Peak hour. This equates to approximately 0.25 cars a minute. It is anticipated that due to this low entering/movement volume, a westbound left turn queue is not likely to develop such that westbound through movements will be restricted from going straight by a vehicle waiting to turn left into the project. A traffic simulation model, developed using the *SimTraffic* software, did not indicate any stacking westbound left turn entering queues (**Figure 6**).

Minnesota Avenue and Project Access Driveway – Northbound Left Turns

- There are six (6) vehicles projected to make northbound exiting left turns at the Minnesota Avenue and Project Access driveway during the P.M. Peak hour. This equates to approximately 0.1 cars a minute or 1 car every six minutes.

S. Orlando Avenue and Project Access Driveway - Right-in/Right-out operations

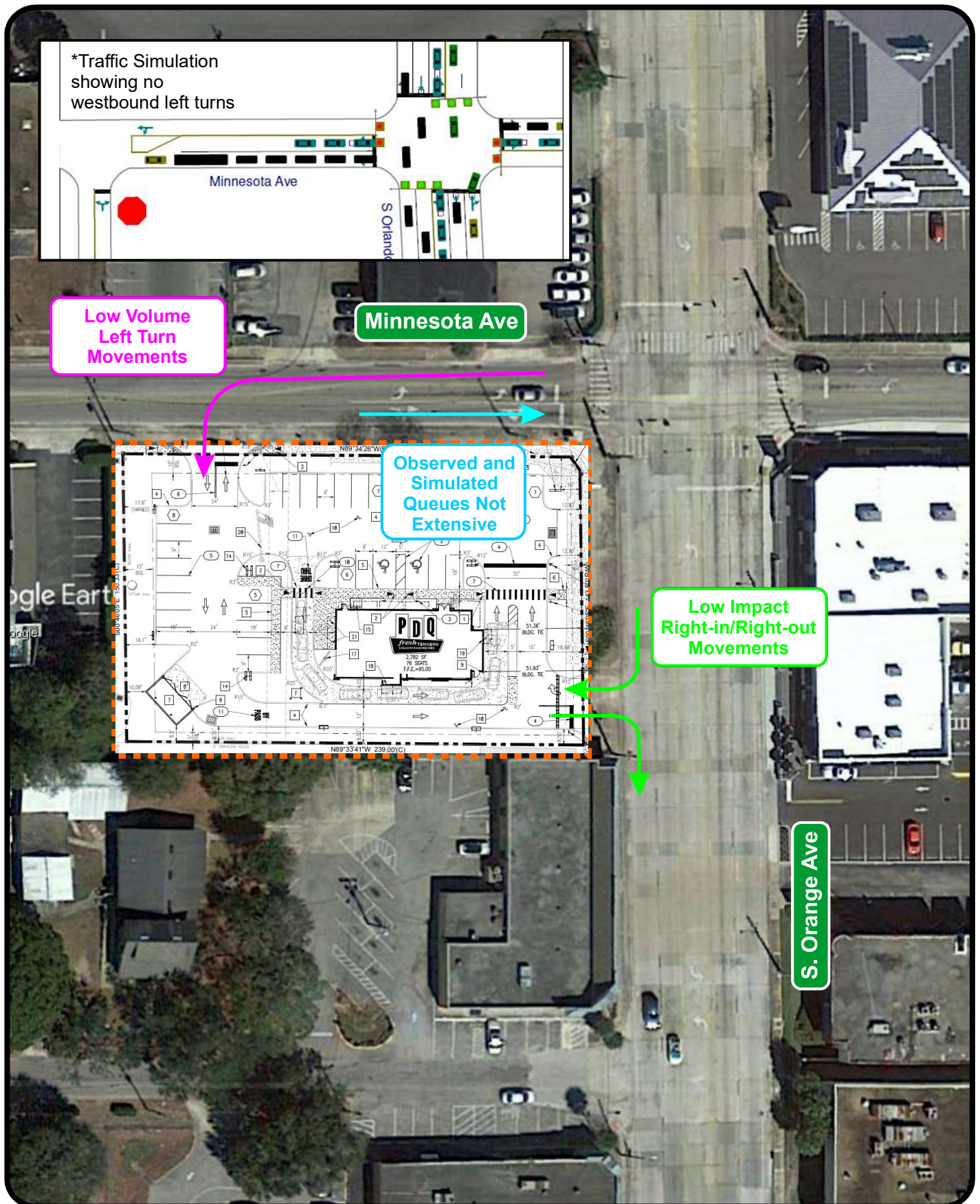
- There are nineteen (19) total vehicles projected to make southbound and eastbound right turns at the S. Orlando Avenue and Project Access (right-in/right-out) driveway during the P.M. Peak hour. This equates to approximately 0.32 cars a minute. It is anticipated that due to these low volumes the proposed right-in/right-out access will operate well within the adopted Levels of Service. In addition, to further improve ease of access, a throat



depth of approximately four (4) vehicles and larger radii curb returns of 35 feet will be provided for entering vehicles.

In summary, based on the field reviews and traffic simulation analyses conducted, it is anticipated that the proposed access driveways will adequately accommodate the project traffic volumes and extensive queues are not expected to develop or be further exacerbated.





PDQ Winter Park
Project № 4948

Figure 6

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Project Access Discussion



STUDY CONCLUSIONS

This analysis was undertaken in order to assess the traffic impact of the proposed PDQ fast-casual restaurant to be located at the southwest corner of the intersection of S. Orlando Avenue (US 17/92) and Minnesota Avenue in Winter Park, Florida. The proposed development will consist of a 2,782 square-foot fast-casual restaurant with a drive-through window. Access to the site will be provided via a right-in/right-out access driveway on S. Orlando Avenue and a full access driveway on Minnesota Avenue. The results of the study as documented herein are summarized below:

- A PDQ restaurant is a fast-causal restaurant and not a fast food restaurant. The restaurant will be designed to encourage customers to stay longer. Consequently, the project will have a lower trip generation than a similar size fast food restaurant.
- The proposed development will generate 433 new net daily trips, of which 29 will occur in the P.M. peak hour.
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- The analysis indicated that the study intersections currently operate at a satisfactory Levels of Service and will continue to do so with the addition of project trips.
- Based on the field reviews and traffic simulation analyses conducted, it is anticipated that the proposed access driveways will adequately accommodate the project traffic volumes and extensive queues are not expected to develop or be further exacerbated. The primary reason for this is the proposed development is anticipated to generate low traffic volumes at the project access driveway - 0.32 vehicles or less a minute which is the equivalent of less than 2 vehicles every 5 minutes.

(see next page)



- Based on discussions with City staff at a coordination meeting held on October 3rd, 2017, the following safety countermeasures are recommended at the Minnesota Avenue access:
 - “DO NOT BLOCK” pavement marking striping to discourage driveway blockage
 - Sign to restrict left out onto Minnesota between 5:00 PM and 7:00 PM



APPENDICES

APPENDIX A

Traffic Data

15 MINUTE TURNING MOVEMENT COUNTS

(Cars and Trucks)

DATE: July 20, 2017 (Thursday)

CITY: Winter Park

LATITUDE: 0

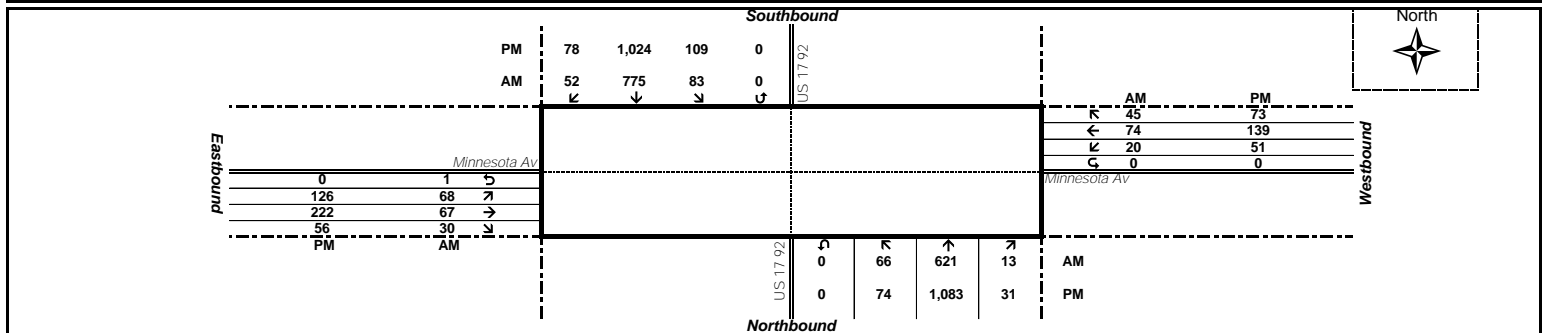
LOCATION: US 17 92 & Minnesota Av

COUNTY: Orange County

LONGITUDE: 0

US 17 92						US 17 92						Minnesota Av						Minnesota Av							
TIME BEGIN	NORTHBOUND					SOUTHBOUND					N/S TOTAL	EASTBOUND					WESTBOUND					E/W TOTAL	GRAND TOTAL		
	L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL				
06:00 AM	2	30	1	0	33	8	65	5	0	78	111	1	5	1	0	7	0	2	0	0	2	9	120		
06:15 AM	2	40	1	0	43	3	94	6	0	103	146	11	7	2	0	20	0	4	6	0	10	30	176		
06:30 AM	4	65	1	0	70	12	122	9	0	143	213	9	3	4	0	16	0	3	6	0	9	25	238		
06:45 AM	10	73	4	0	87	9	168	21	0	198	285	10	10	6	0	26	2	7	7	0	16	42	327		
TOTAL	18	208	7	0	233	32	449	41	0	522	755	31	25	13	0	69	2	16	19	0	37	106	861		
07:00 AM	14	117	1	0	132	14	139	12	0	165	297	17	17	5	1	40	3	7	10	0	20	60	357		
07:15 AM	19	130	7	0	156	17	194	9	0	220	376	13	11	8	0	32	3	8	12	0	23	55	431		
07:30 AM	14	161	3	0	178	25	222	19	0	266	444	17	19	6	0	42	8	27	9	0	44	86	530		
07:45 AM	19	213	2	0	234	27	220	12	0	259	493	21	20	11	0	52	6	32	14	0	52	104	597		
TOTAL	66	621	13	0	700	83	775	52	0	910	1,610	68	67	30	1	166	20	74	45	0	139	305	1,915		
04:00 PM	9	232	10	0	251	22	249	14	2	287	538	42	39	13	0	94	18	20	12	0	50	144	682		
04:15 PM	21	283	3	0	307	27	258	11	0	296	603	28	37	9	0	74	7	24	10	0	41	115	718		
04:30 PM	25	252	10	0	287	23	211	17	0	251	538	29	49	16	0	94	16	32	20	0	68	162	700		
04:45 PM	23	292	7	0	322	27	221	23	0	271	593	36	36	12	0	84	14	41	14	0	69	153	746		
TOTAL	78	1,059	30	0	1,167	99	939	65	2	1,105	2,272	135	161	50	0	346	55	117	56	0	228	574	2,846		
05:00 PM	22	268	4	0	294	29	269	15	0	313	607	36	54	23	0	113	17	34	15	0	66	179	786		
05:15 PM	14	281	13	0	308	26	275	20	0	321	629	23	64	9	0	96	13	32	29	0	74	170	799		
05:30 PM	15	242	7	0	264	27	259	20	0	306	570	31	68	12	0	111	7	32	15	0	54	165	735		
05:45 PM	19	248	3	0	270	30	269	18	0	317	587	29	42	13	0	84	10	25	9	0	44	128	715		
TOTAL	70	1,039	27	0	1,136	112	1,072	73	0	1,257	2,393	119	228	57	0	404	47	123	68	0	238	642	3,035		

AM Peak																								Peak Hour Factor: 0.802	
07:00 AM to 08:00 AM		66	621	13	0	700	83	775	52	0	910	1,610	68	67	30	1	166	20	74	45	0	139	305	1,915	
PM Peak																								Peak Hour Factor: 0.959	
04:45 PM to 05:45 PM		74	1,083	31	0	1,188	109	1,024	78	0	1,211	2,399	126	222	56	0	404	51	139	73	0	263	667	3,066	



15 MINUTE TURNING MOVEMENT COUNTS

(Trucks Only)

DATE: July 20, 2017 (Thursday)

CITY: Winter Park

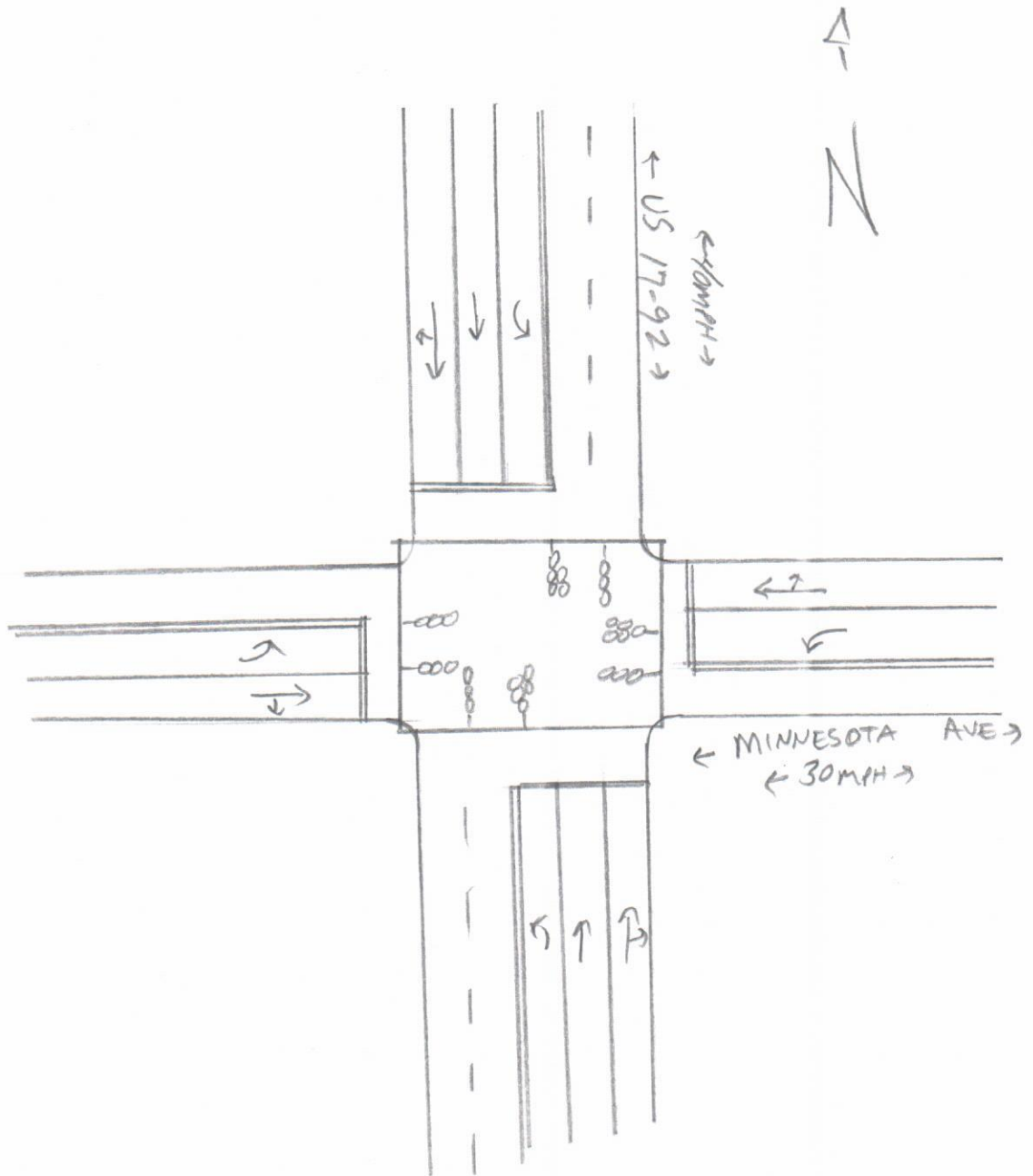
LATITUDE: 0

LOCATION: US 17 92 & Minnesota Av

COUNTY: Orange County

LONGITUDE: 0

US 17 92						US 17 92						Minnesota Av						Minnesota Av							
TIME BEGIN	NORTHBOUND					SOUTHBOUND					N/S TOTAL	EASTBOUND					WESTBOUND					E/W TOTAL	GRAND TOTAL		
	L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL				
06:00 AM	0	1	1	0	2	0	1	0	0	1	3	0	0	0	0	0	0	0	0	0	0	0	0		
06:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
06:30 AM	0	1	0	0	1	0	1	0	0	1	2	1	0	0	0	1	0	0	0	0	0	1	3		
06:45 AM	0	0	0	0	0	0	1	0	0	1	1	0	0	1	0	1	0	0	0	0	0	1	2		
TOTAL	0	2	1	0	3	0	3	0	0	3	6	1	0	1	0	2	0	0	0	0	0	2	8		
07:00 AM	0	0	0	0	0	0	1	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	1		
07:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
07:30 AM	0	3	0	0	3	0	0	1	0	1	4	0	0	0	0	0	0	1	0	0	1	1	5		
07:45 AM	0	0	0	0	0	0	2	0	0	2	2	0	0	1	0	1	0	0	0	0	0	1	3		
TOTAL	0	3	0	0	3	0	3	1	0	4	7	0	0	1	0	1	0	1	0	0	1	2	9		
04:00 PM	0	0	0	0	0	0	2	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	2		
04:15 PM	0	1	0	0	1	0	0	0	0	0	1	0	1	0	0	1	0	0	0	0	0	1	2		
04:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
04:45 PM	0	1	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1		
TOTAL	0	2	0	0	2	0	2	0	0	2	4	0	1	0	0	1	0	0	0	0	0	1	5		
05:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
05:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
05:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
05:45 PM	0	1	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1		
TOTAL	0	1	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1		
AM Peak																									
07:00 AM to 08:00 AM		0	3	0	0	3	0	3	1	0	4	7	0	0	1	0	1	0	1	0	0	1	2	9	
PM Peak																									
04:45 PM to 05:45 PM		0	1	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1		



2016 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 7500 ORANGE COUNTYWIDE

WEEK	DATES	SF	MOCF: 0.98 PSCF
1	01/01/2016 - 01/02/2016	1.01	1.03
2	01/03/2016 - 01/09/2016	1.03	1.05
3	01/10/2016 - 01/16/2016	1.06	1.08
4	01/17/2016 - 01/23/2016	1.04	1.06
5	01/24/2016 - 01/30/2016	1.03	1.05
6	01/31/2016 - 02/06/2016	1.02	1.04
7	02/07/2016 - 02/13/2016	1.01	1.03
8	02/14/2016 - 02/20/2016	1.00	1.02
9	02/21/2016 - 02/27/2016	0.99	1.01
*10	02/28/2016 - 03/05/2016	0.99	1.01
*11	03/06/2016 - 03/12/2016	0.98	1.00
*12	03/13/2016 - 03/19/2016	0.98	1.00
*13	03/20/2016 - 03/26/2016	0.98	1.00
*14	03/27/2016 - 04/02/2016	0.98	1.00
*15	04/03/2016 - 04/09/2016	0.98	1.00
*16	04/10/2016 - 04/16/2016	0.98	1.00
*17	04/17/2016 - 04/23/2016	0.98	1.00
*18	04/24/2016 - 04/30/2016	0.98	1.00
*19	05/01/2016 - 05/07/2016	0.98	1.00
*20	05/08/2016 - 05/14/2016	0.98	1.00
*21	05/15/2016 - 05/21/2016	0.99	1.01
*22	05/22/2016 - 05/28/2016	0.99	1.01
23	05/29/2016 - 06/04/2016	1.00	1.02
24	06/05/2016 - 06/11/2016	1.00	1.02
25	06/12/2016 - 06/18/2016	1.01	1.03
26	06/19/2016 - 06/25/2016	1.01	1.03
27	06/26/2016 - 07/02/2016	1.01	1.03
28	07/03/2016 - 07/09/2016	1.01	1.03
29	07/10/2016 - 07/16/2016	1.02	1.04
30	07/17/2016 - 07/23/2016	1.01	1.03
31	07/24/2016 - 07/30/2016	1.01	1.03
32	07/31/2016 - 08/06/2016	1.00	1.02
33	08/07/2016 - 08/13/2016	1.00	1.02
34	08/14/2016 - 08/20/2016	1.00	1.02
35	08/21/2016 - 08/27/2016	1.00	1.02
36	08/28/2016 - 09/03/2016	1.01	1.03
37	09/04/2016 - 09/10/2016	1.01	1.03
38	09/11/2016 - 09/17/2016	1.02	1.04
39	09/18/2016 - 09/24/2016	1.01	1.03
40	09/25/2016 - 10/01/2016	1.01	1.03
41	10/02/2016 - 10/08/2016	1.01	1.03
42	10/09/2016 - 10/15/2016	1.00	1.02
43	10/16/2016 - 10/22/2016	1.00	1.02
44	10/23/2016 - 10/29/2016	1.00	1.02
45	10/30/2016 - 11/05/2016	1.00	1.02
46	11/06/2016 - 11/12/2016	1.00	1.02
47	11/13/2016 - 11/19/2016	1.00	1.02
48	11/20/2016 - 11/26/2016	1.00	1.02
49	11/27/2016 - 12/03/2016	1.00	1.02
50	12/04/2016 - 12/10/2016	1.01	1.03
51	12/11/2016 - 12/17/2016	1.01	1.03
52	12/18/2016 - 12/24/2016	1.03	1.05
53	12/25/2016 - 12/31/2016	1.06	1.08

* PEAK SEASON

21-FEB-2017 10:54:35

830UPD

5_7500_PKSEASON.TXT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Districtwide Traffic Signal Retiming - Orange County 2013-2014

FM: 427046-2-32-02

SR 15 (US 17/92) at Minnesota Ave				Prepared By:	DJP	Date:	5/6/2014
North-South Roadway	SR 15 (US 17/92)			East-West Roadway	Minnesota Ave		

PHASE TIMES

MOVEMENT	1	2	3	4	5	6		8
DIRECTION	NBL	SB	EBL	WB	SBL	NB		EB
LEFT TURN	Prot/Perm	Perm	Prot/Perm	Perm	Prot/Perm	Perm		Perm
MIN GRN	5	15	5	7	5	15		7
GAP EXT	3.0	4.0	3.0	3.0	3.0	4.0		3.0
YEL CLR	4.0	4.0	4.0	4.0	4.0	4.0		4.0
RED CLR	2.0	2.0	2.4	2.7	2.0	2.0		2.7
MAX 1	10	30	20	30	15	30		30
MAX 2	15	30	30	25	15	10		25
WALK		7		7		7		7
PED CLR		14		23		12		23

Weekday	TIME BASE COORDINATION				COORDINATION PATTERN TABLES			
	Plan	Start	End	C/S/O	Cycle Length	Offset	Split	Alt Seq
	-	0:00	6:30	0/0/0	FREE			0
	AM	6:30	10:00	2/1/1	160	68	1	0
	Midday	10:00	15:15	2/3/1	180	148	2	0
	PM	15:15	19:30	3/3/1	200	34	3	0
	-	19:30	21:00	4/4/1	Existing			
	-	21:00	0:00	0/0/0	FREE			0

COORDINATION SPLIT TABLES

Split 1								
Phase	1	2	3	4	5	6		8
Time (sec)	20	83	20	37	20	83		57
Coord Phase		X				X		
Mode		MAX				MAX		
Split 2								
Phase	1	2	3	4	5	6		8
Time (sec)	20	99	26	35	20	99		61
Coord Phase		X				X		
Mode		MAX				MAX		
Split 3								
Phase	1	2	3	4	5	6		8
Time (sec)	20	110	30	40	20	110		70
Coord Phase		X				X		
Mode		MAX				MAX		

NOTES





















1. Coordination Mode: Permissive
2. Maximum Mode: Inhibit Max
3. Offset Reference: End of Green
4. Force Mode: Plan

APPENDIX B

Existing Conditions Intersection Capacity Analysis

HCM 2010 Signalized Intersection Summary
1: S Orlando Ave & Minnesota Ave

08/28/2017

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	130	229	58	53	143	75	76	1115	32	112	1055	80
Future Volume (veh/h)	130	229	58	53	143	75	76	1115	32	112	1055	80
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1863	1863	1900	1863	1863	1900	1863	1863	1900
Adj Flow Rate, veh/h	141	249	63	58	155	82	83	1212	35	122	1147	87
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	193	372	94	146	173	91	274	2145	62	281	2065	156
Arrive On Green	0.08	0.26	0.26	0.15	0.15	0.15	0.03	0.61	0.61	0.04	0.62	0.62
Sat Flow, veh/h	1774	1435	363	1063	1148	607	1774	3513	101	1774	3335	253
Grp Volume(v), veh/h	141	0	312	58	0	237	83	610	637	122	608	626
Grp Sat Flow(s),veh/h/ln	1774	0	1799	1063	0	1756	1774	1770	1845	1774	1770	1818
Q Serve(g_s), s	13.2	0.0	31.1	10.3	0.0	26.5	3.5	41.0	41.1	5.2	39.9	40.0
Cycle Q Clear(g_c), s	13.2	0.0	31.1	19.7	0.0	26.5	3.5	41.0	41.1	5.2	39.9	40.0
Prop In Lane	1.00		0.20	1.00		0.35	1.00		0.05	1.00		0.14
Lane Grp Cap(c), veh/h	193	0	466	146	0	264	274	1080	1126	281	1096	1126
V/C Ratio(X)	0.73	0.00	0.67	0.40	0.00	0.90	0.30	0.56	0.57	0.43	0.55	0.56
Avail Cap(c_a), veh/h	266	0	569	164	0	292	349	1080	1126	340	1096	1126
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	65.5	0.0	66.4	84.9	0.0	83.4	18.2	23.2	23.2	19.2	22.1	22.1
Incr Delay (d2), s/veh	6.4	0.0	2.2	1.7	0.0	26.6	0.6	2.1	2.1	1.1	2.0	2.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	11.0	0.0	22.3	5.6	0.0	21.2	3.2	28.1	29.1	4.7	27.4	28.1
LnGrp Delay(d),s/veh	71.9	0.0	68.6	86.7	0.0	110.0	18.8	25.3	25.2	20.2	24.1	24.1
LnGrp LOS	E		E	F		F	B	C	C	C	C	C
Approach Vol, veh/h	453				295			1330			1356	
Approach Delay, s/veh	69.6				105.4			24.9			23.8	
Approach LOS	E				F			C			C	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	8					
Phs Duration (G+Y+Rc), s	11.6	129.8	21.8	36.8	13.3	128.1	58.6					
Change Period (Y+Rc), s	6.0	6.0	6.4	* 6.7	6.0	6.0	* 6.7					
Max Green Setting (Gmax),s	45.0	104.0	23.6	* 33	14.0	104.0	* 63					
Max Q Clear Time (g_c+l1),s	5.5	42.0	15.2	28.5	7.2	43.1	33.1					
Green Ext Time (p_c), s	0.1	46.2	0.2	1.6	0.1	45.6	4.0					
Intersection Summary												
HCM 2010 Ctrl Delay	37.3											
HCM 2010 LOS	D											
Notes												

APPENDIX C

ITE Trip Generation Sheets

High-Turnover (Sit-Down) Restaurant (932)

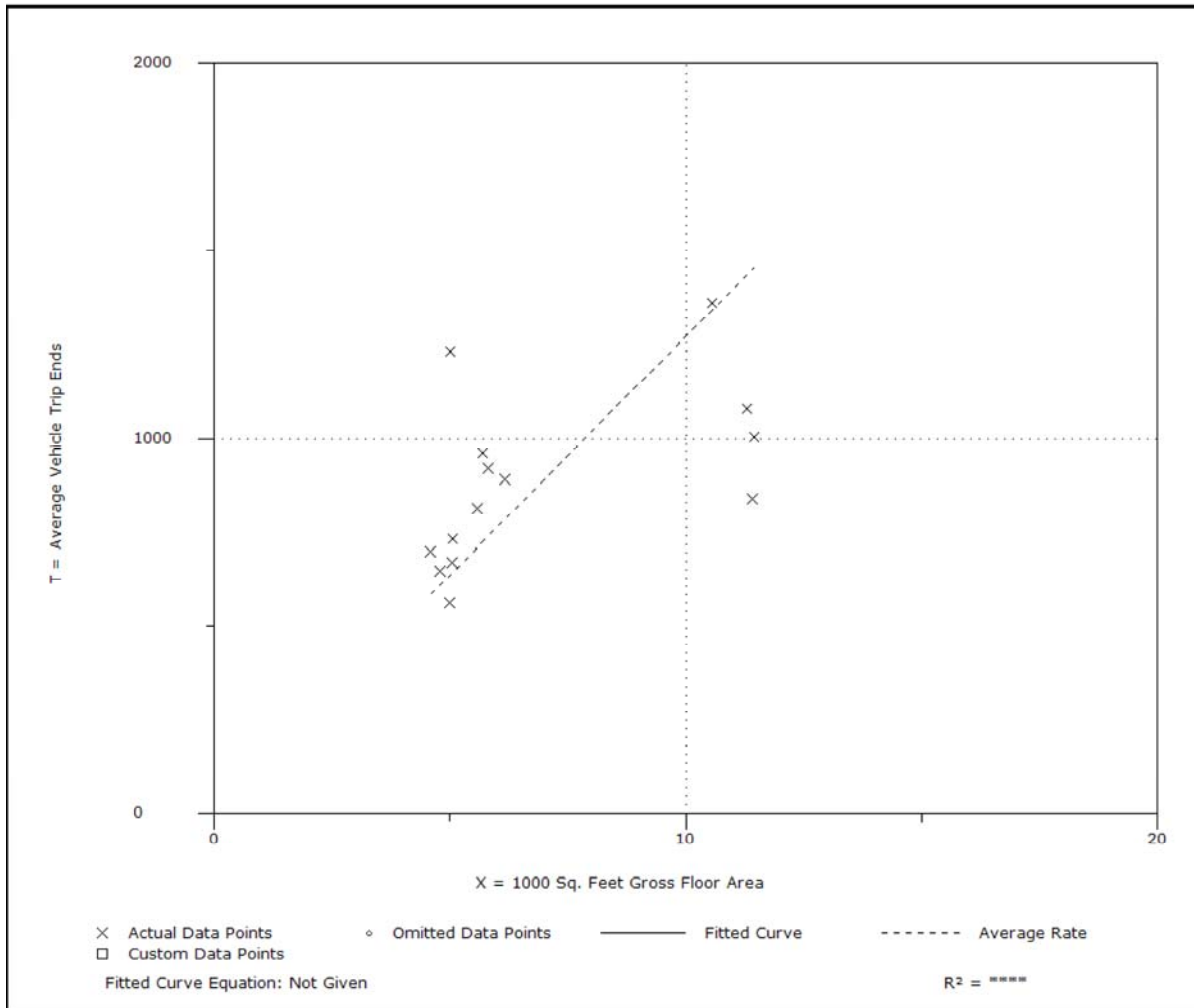
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday

Number of Studies: 14
Average 1000 Sq. Feet GFA: 7
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
127.15	73.51 - 246.00	41.77

Data Plot and Equation



Trip Generation, 9th Edition

High-Turnover (Sit-Down) Restaurant (932)

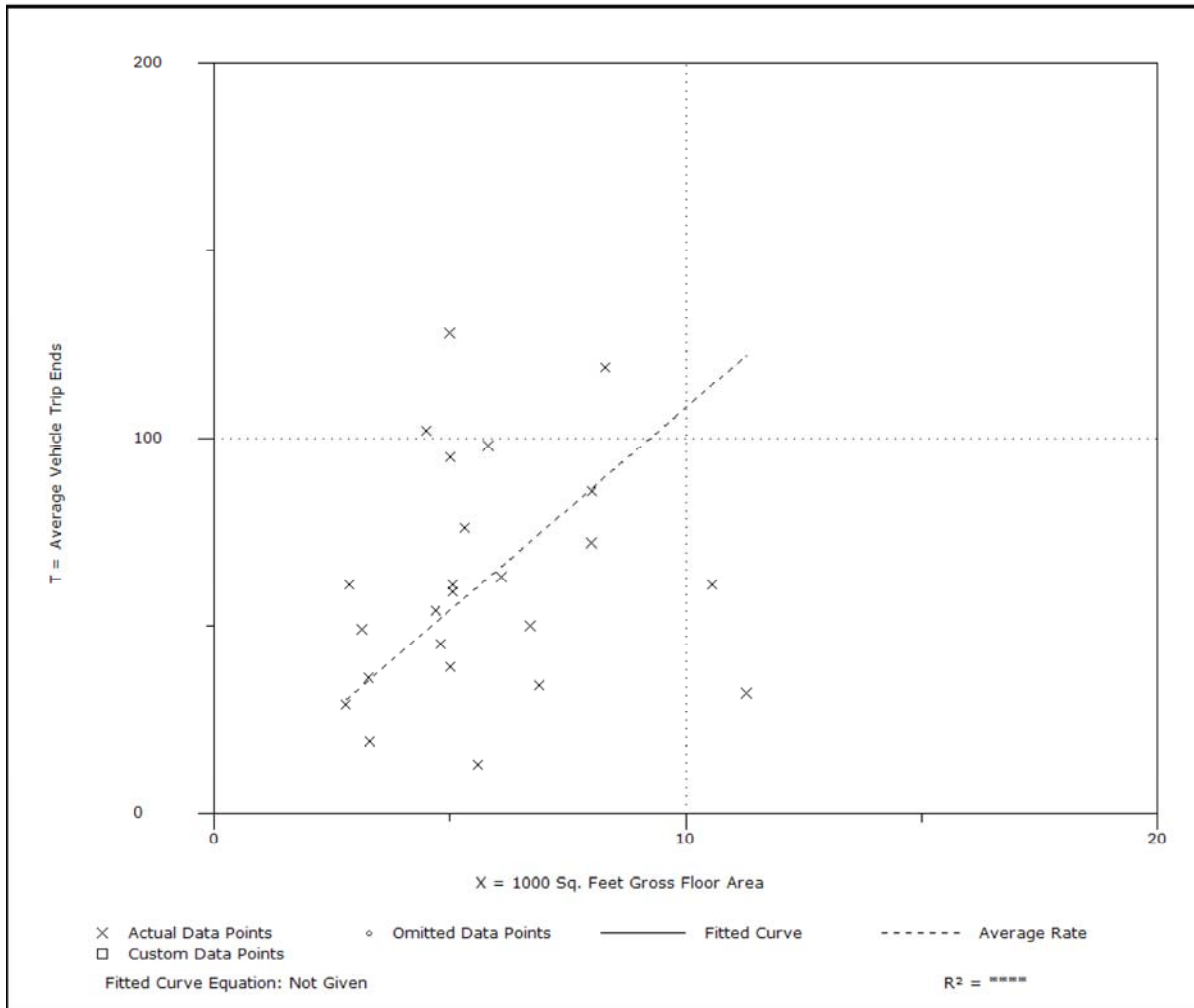
Average Vehicle Trip Ends vs: **1000 Sq. Feet Gross Floor Area**
On a: **Weekday**
Peak Hour of Adjacent Street Traffic
One Hour Between 7 and 9 a.m.

Number of Studies: 24
 Average 1000 Sq. Feet GFA: 6
 Directional Distribution: 55% entering, 45% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
10.81	2.32 - 25.60	6.59

Data Plot and Equation



Trip Generation, 9th Edition

High-Turnover (Sit-Down) Restaurant (932)

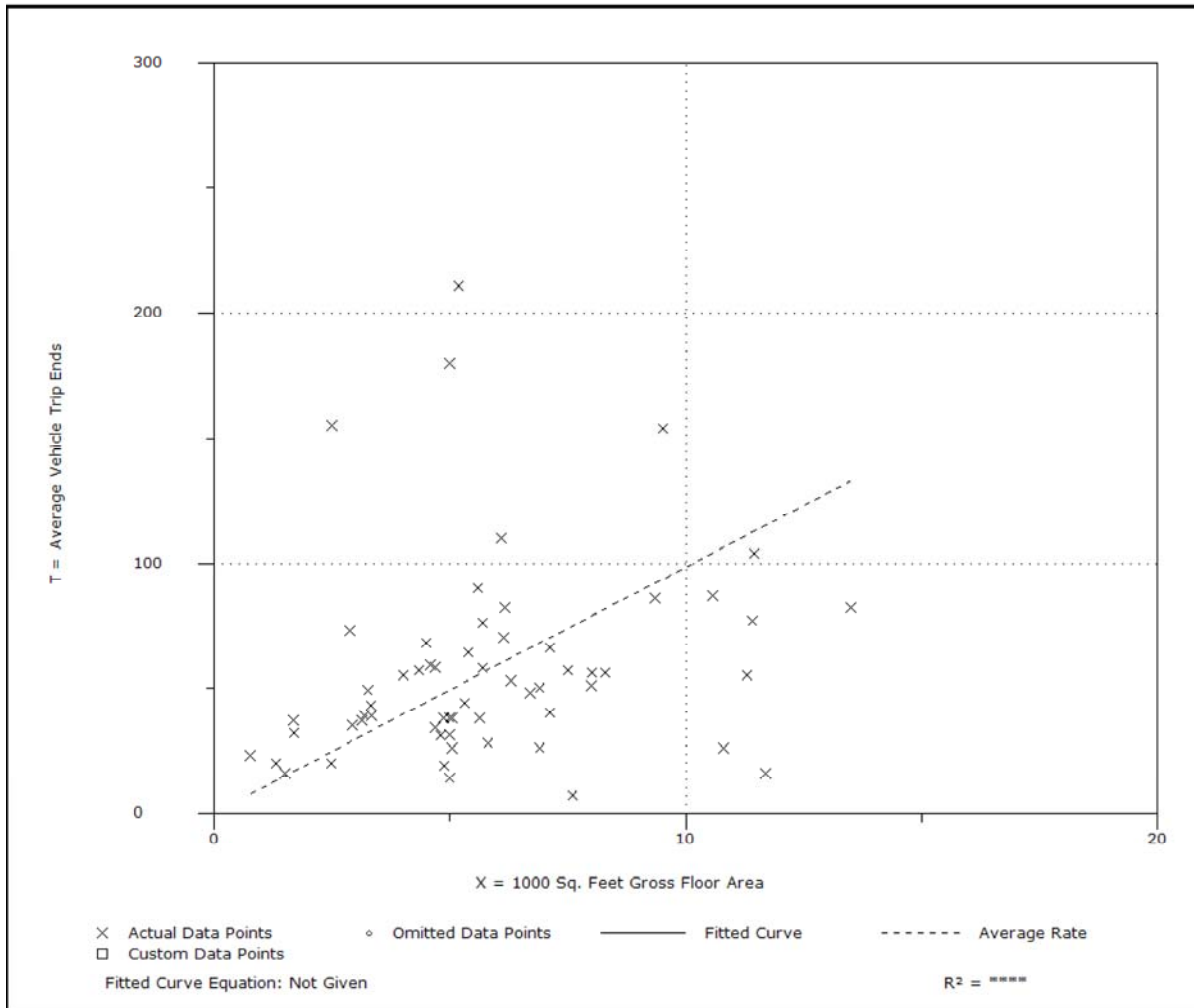
Average Vehicle Trip Ends vs: **1000 Sq. Feet Gross Floor Area**
On a: **Weekday**
Peak Hour of Adjacent Street Traffic
One Hour Between 4 and 6 p.m.

Number of Studies: 60
 Average 1000 Sq. Feet GFA: 6
 Directional Distribution: 60% entering, 40% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
9.85	0.92 - 62.00	8.54

Data Plot and Equation



Trip Generation, 9th Edition

Land Use: 934

Fast-Food Restaurant with Drive-Through Window

Description

This category includes fast-food restaurants with drive-through windows. This type of restaurant is characterized by a large drive-through clientele, long hours of service (some are open for breakfast, all are open for lunch and dinner, some are open late at night or 24 hours per day) and high turnover rates for eat-in customers. These limited-service eating establishments do not provide table service. Non-drive-through patrons generally order at a cash register and pay before they eat. High-turnover (sit-down) restaurant (Land Use 932), fast-food restaurant without drive-through window (Land Use 933) and fast-food restaurant with drive-through window and no indoor seating (Land Use 935) are related uses.

Additional Data

Users should exercise caution when applying statistics during the A.M. peak periods, as the sites contained in the database for this land use may or may not be open for breakfast. In cases where it was confirmed that the sites were not open for breakfast, data for the A.M. peak hour of the adjacent street traffic were removed from the database.

Information on approximate hourly variation in fast-food restaurant with drive-through window traffic is shown in the following table. It should be noted, however, that the information contained in this table is based on a limited sample size. Therefore, caution should be exercised when applying the data. Also, some information provided in the table may conflict with the results obtained by applying the average rate or regression equations. When this occurs, it is suggested that the results from the average rate or regression equations be used, as they are based on a larger number of studies.

Fast-Food Restaurant with Drive-Through Window (934)

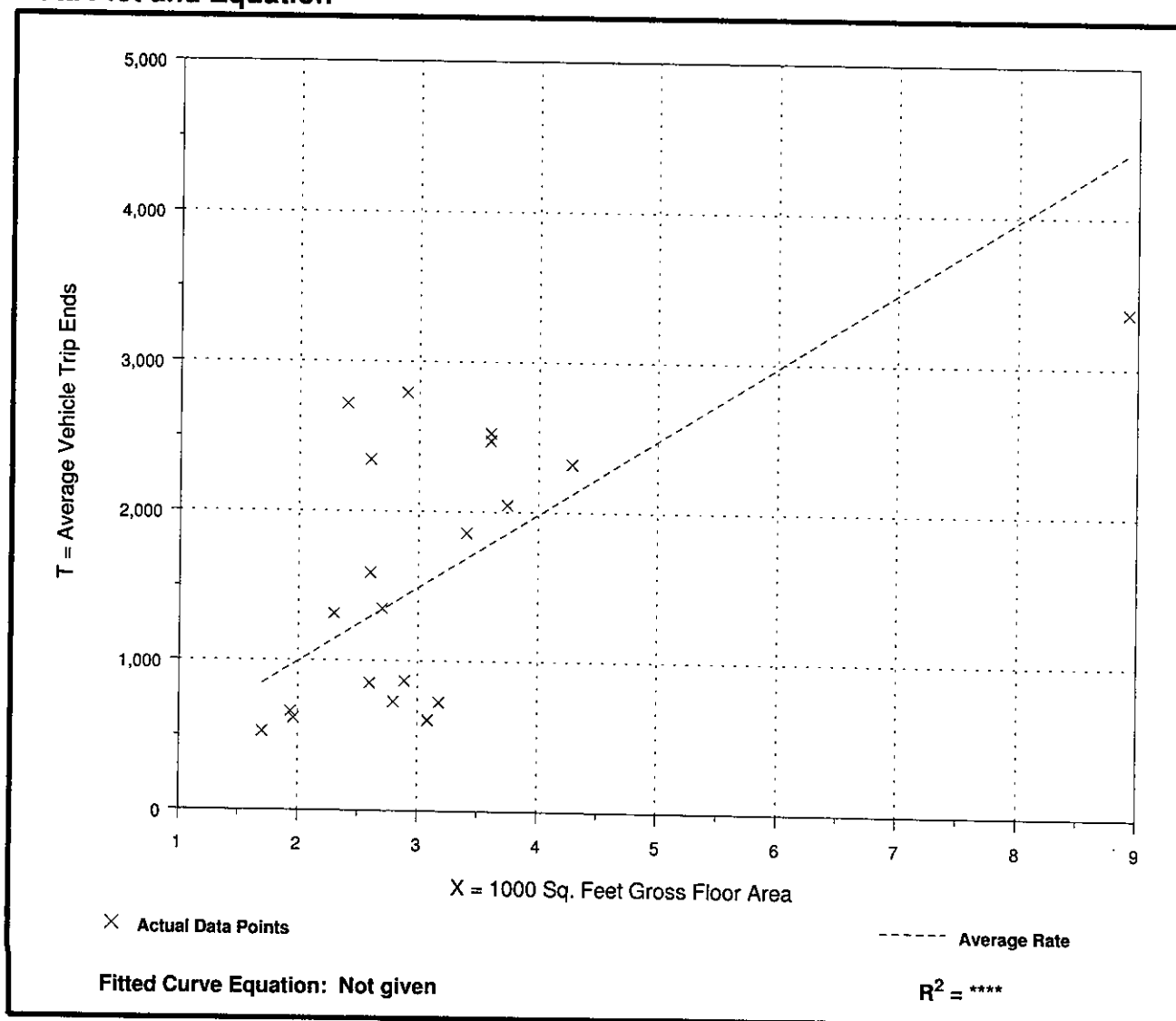
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday

Number of Studies: 21
Average 1000 Sq. Feet GFA: 3
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
496.12	195.98 - 1132.92	242.52

Data Plot and Equation



Fast-Food Restaurant with Drive-Through Window (934)

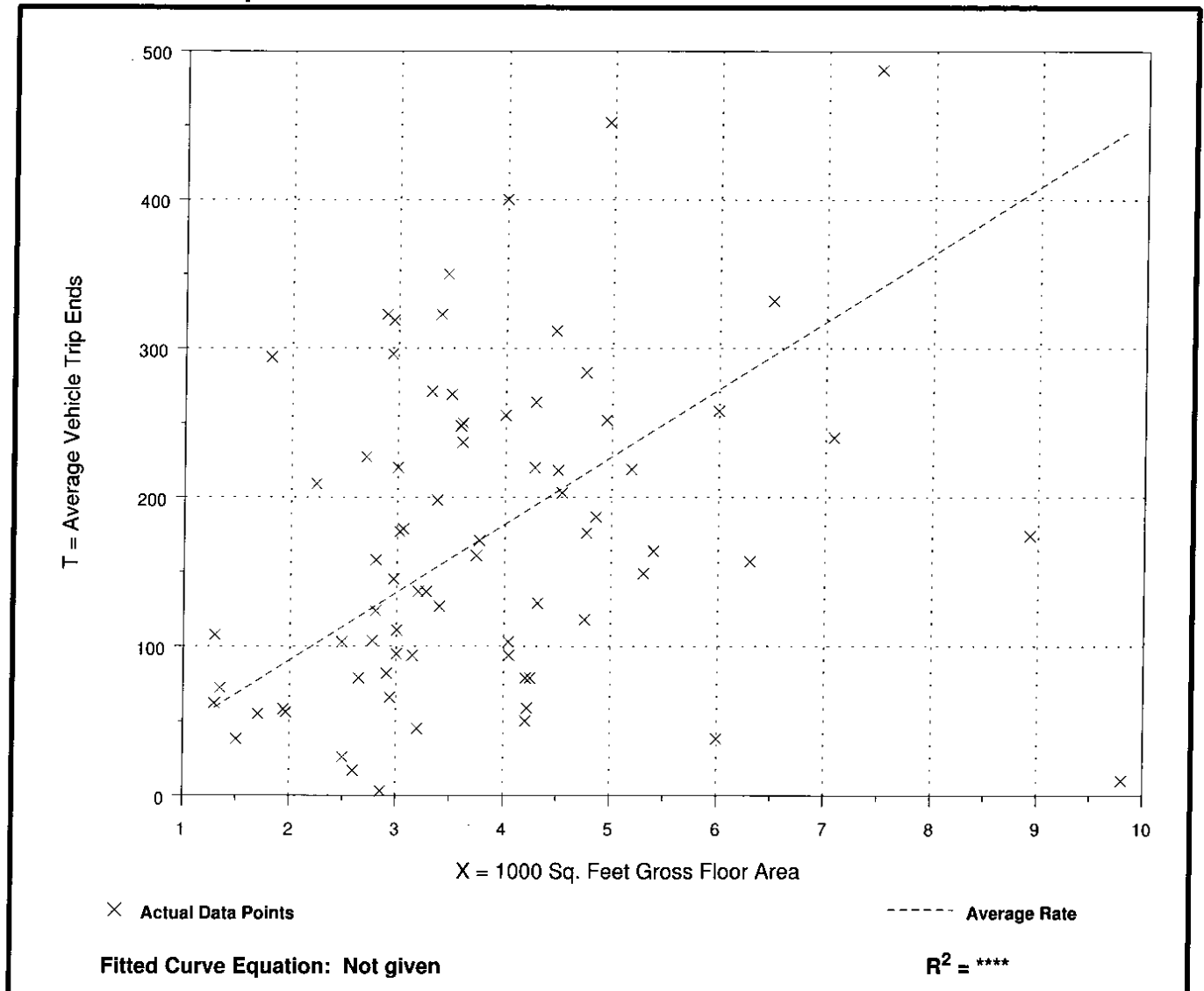
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Number of Studies: 75
 Average 1000 Sq. Feet GFA: 4
 Directional Distribution: 51% entering, 49% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
45.42	1.02 - 163.33	28.63

Data Plot and Equation



Fast-Food Restaurant with Drive-Through Window (934)

Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Number of Studies: 132

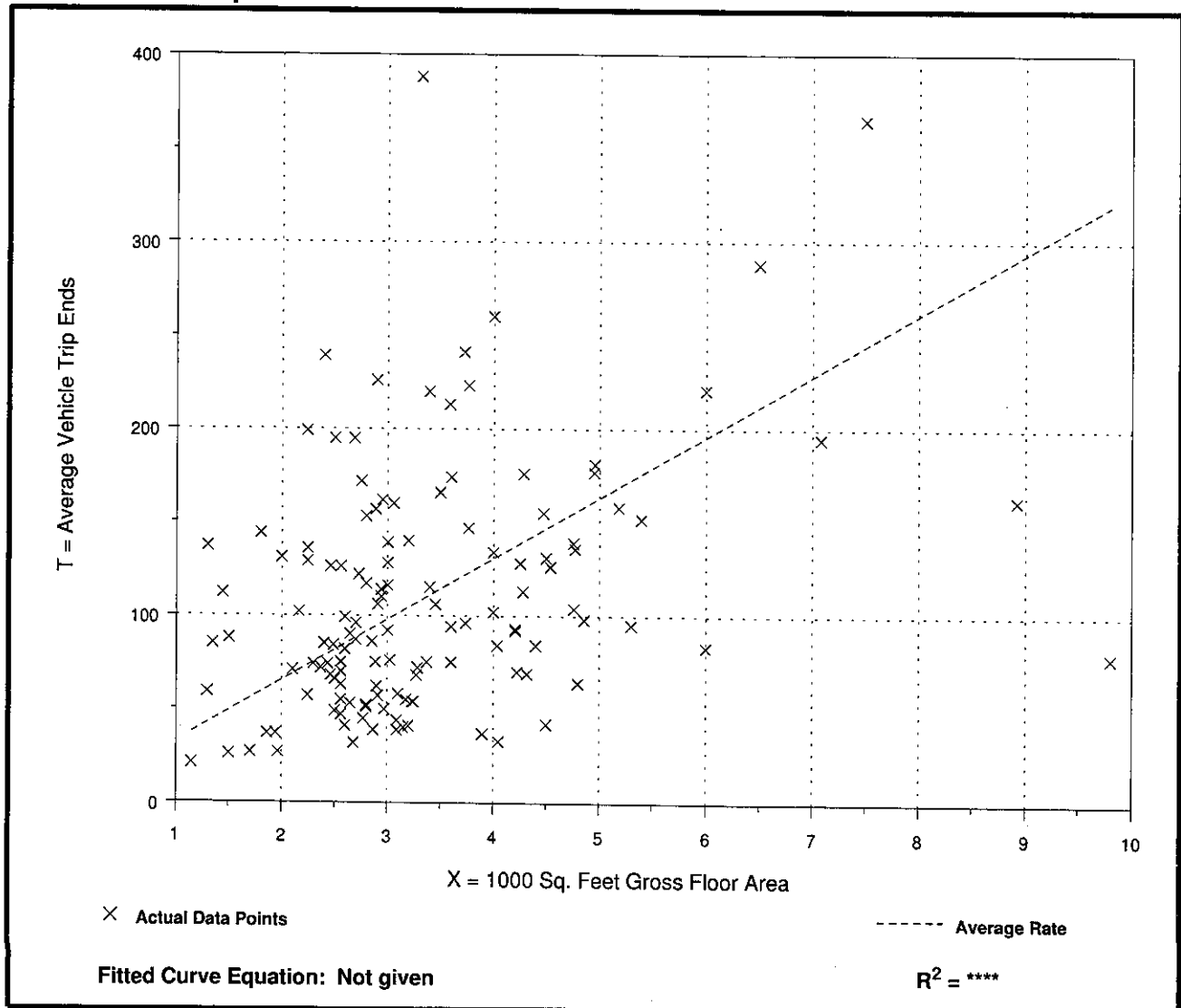
Average 1000 Sq. Feet GFA: 3

Directional Distribution: 52% entering, 48% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
32.65	7.96 - 117.15	19.73

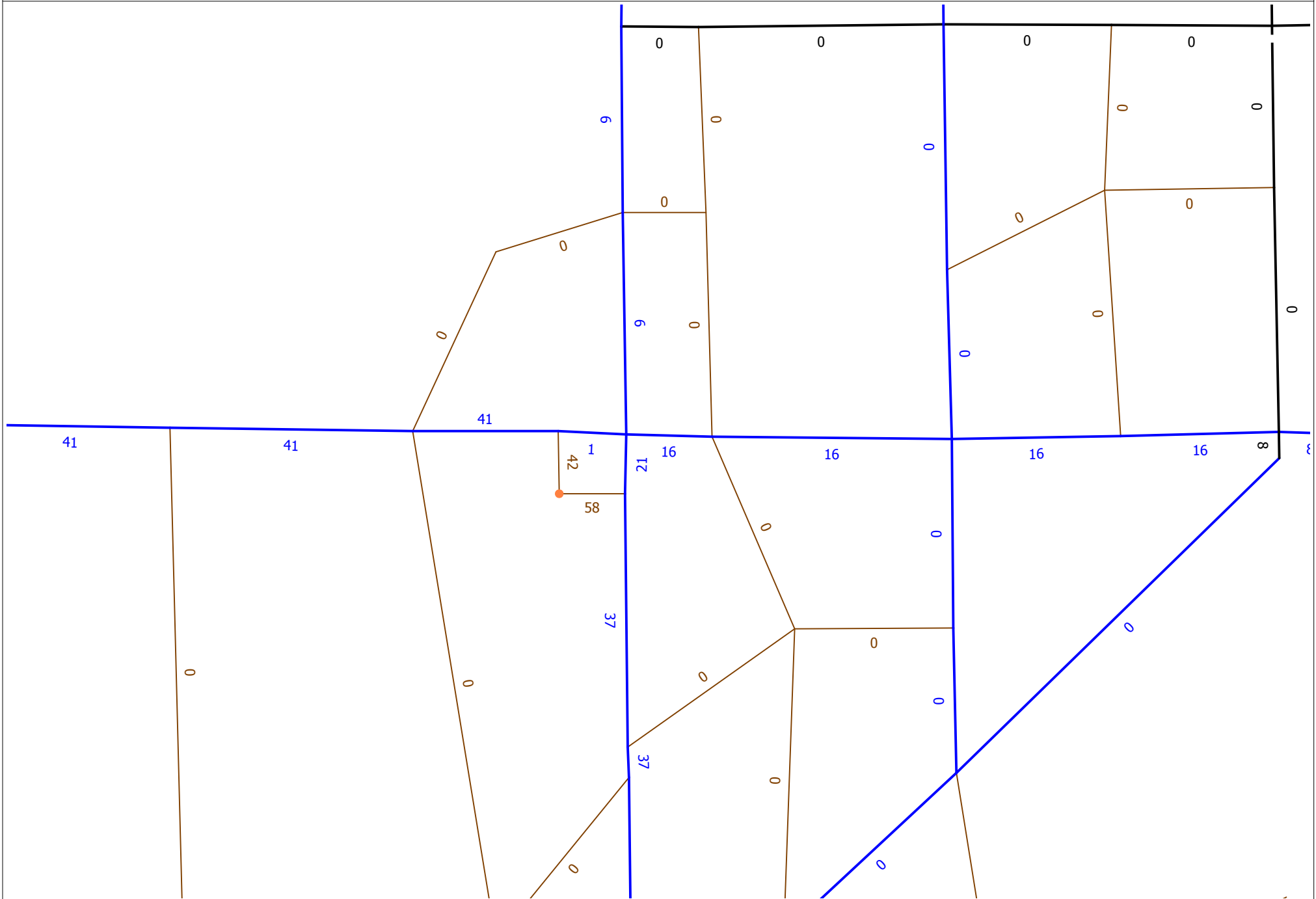
Data Plot and Equation



APPENDIX D

Model Plot

Trip Distribution



APPENDIX E

Historical Trends Analysis

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2016 HISTORICAL AADT REPORT

COUNTY: 75 - ORANGE

SITE: 5058 - ON US-17/92, 0.1 MI. N OF SR-527 (UV)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----	-----	-----	-----	-----	-----
2016	26500 C	N 13500	S 13000	9.00	52.50	3.10
2015	26000 C	N 13000	S 13000	9.00	53.20	4.00
2014	26000 C	N 12500	S 13500	9.00	53.20	3.70
2013	26000 C	N 12500	S 13500	9.00	53.30	4.80
2012	25500 C	N 12500	S 13000	9.00	52.90	4.10
2011	26500 C	N 13000	S 13500	9.00	52.70	4.20
2010	26000 C	N 13000	S 13000	8.87	52.83	2.90
2009	26000 C	N 13000	S 13000	8.79	53.70	3.20
2008	29000 C	N 15000	S 14000	8.80	53.99	6.00
2007	26000 C	N 13500	S 12500	8.63	54.08	3.30
2006	26000 C	N 13000	S 13000	8.59	53.01	2.90
2005	27000 C	N	S	8.60	54.10	4.80
2004	26000 C	N	S	8.70	52.80	3.80
2003	29000 C	N	S	8.60	54.20	5.50
2002	30000 C	N	S	8.40	54.80	3.80
2001	28500 C	N	S	8.60	54.70	3.70

NOTE: Data obtained from FDOT.

An annual growth rate of 0.78% was calculated. However a standard minimum annual growth rate of 2% was used in analysis in order to be conservative.

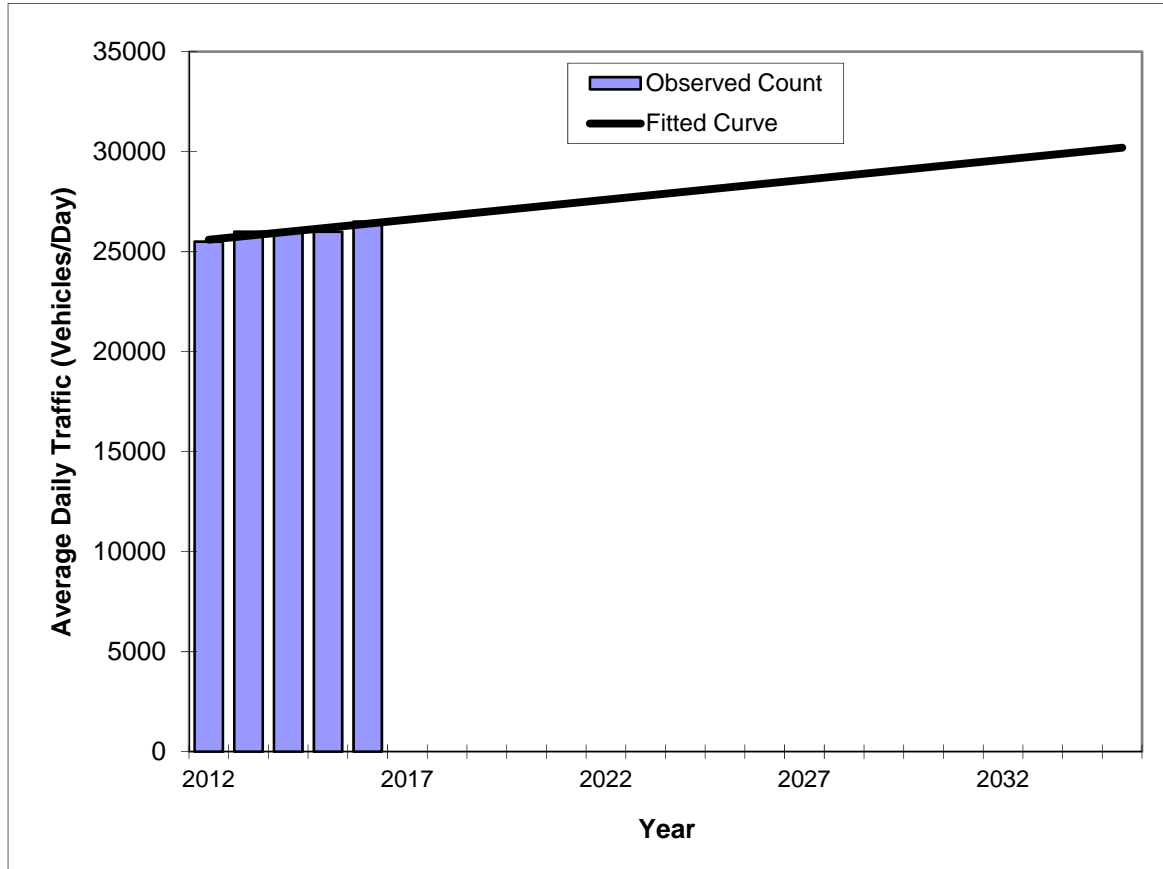
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V3.0

US 1792 -- 0.1 miles N of SR 527

FIN#	0
Location	1

County:	Orange (75)
Station #:	750592
Highway:	US 1792



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2012	25500	25600
2013	26000	25800
2014	26000	26000
2015	26000	26200
2016	26500	26400
2017 Opening Year Trend		
2017	N/A	26600
2018 Mid-Year Trend		
2018	N/A	26800
2019 Design Year Trend		
2019	N/A	27000
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	200
Trend R-squared:	80.00%
Trend Annual Historic Growth Rate:	0.78%
Trend Growth Rate (2016 to Design Year):	0.76%
Printed:	15-Aug-17
Straight Line Growth Option	

*Axle-Adjusted





















APPENDIX F

Projected Conditions Intersection Capacity Analysis

HCM 2010 Signalized Intersection Summary




1: S Orlando Ave & Minnesota Ave

08/28/2017

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	134	236	60	55	147	77	84	1137	33	114	1077	82
Future Volume (veh/h)	134	236	60	55	147	77	84	1137	33	114	1077	82
Number	3	8	18	7	4	14	1	6	16	5	2	12
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1863	1863	1900	1863	1863	1900	1863	1863	1900
Adj Flow Rate, veh/h	146	257	65	60	160	84	91	1236	36	124	1171	89
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	195	380	96	146	177	93	265	2123	62	271	2040	155
Arrive On Green	0.08	0.26	0.26	0.15	0.15	0.15	0.03	0.60	0.60	0.04	0.61	0.61
Sat Flow, veh/h	1774	1436	363	1053	1152	605	1774	3512	102	1774	3335	253
Grp Volume(v), veh/h	146	0	322	60	0	244	91	622	650	124	621	639
Grp Sat Flow(s),veh/h/ln	1774	0	1799	1053	0	1756	1774	1770	1845	1774	1770	1818
Q Serve(g_s), s	13.6	0.0	32.1	10.8	0.0	27.3	4.0	42.9	43.0	5.4	42.0	42.1
Cycle Q Clear(g_c), s	13.6	0.0	32.1	20.7	0.0	27.3	4.0	42.9	43.0	5.4	42.0	42.1
Prop In Lane	1.00		0.20	1.00		0.34	1.00		0.06	1.00		0.14
Lane Grp Cap(c), veh/h	195	0	476	146	0	270	265	1069	1115	271	1083	1112
V/C Ratio(X)	0.75	0.00	0.68	0.41	0.00	0.90	0.34	0.58	0.58	0.46	0.57	0.57
Avail Cap(c_a), veh/h	265	0	569	159	0	292	336	1069	1115	329	1083	1112
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	65.0	0.0	65.9	85.1	0.0	83.2	19.3	24.1	24.2	20.3	23.2	23.2
Incr Delay (d2), s/veh	7.6	0.0	2.5	1.9	0.0	28.3	0.8	2.3	2.2	1.2	2.2	2.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	1.4	0.0	22.9	5.8	0.0	21.8	3.6	29.2	30.3	4.9	28.7	29.5
LnGrp Delay(d),s/veh	72.6	0.0	68.4	86.9	0.0	111.5	20.0	26.5	26.4	21.5	25.4	25.4
LnGrp LOS	E		E	F		F	C	C	C	C	C	C
Approach Vol, veh/h	468				304				1363			
Approach Delay, s/veh	69.7				106.6				26.0			
Approach LOS	E				F				C			
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2	3	4	5	6	8					
Phs Duration (G+Y+Rc), s	12.0	128.4	22.2	37.4	13.5	126.9	59.6					
Change Period (Y+Rc), s	6.0	6.0	6.4	* 6.7	6.0	6.0	* 6.7					
Max Green Setting (Gmax),s	45.0	104.0	23.6	* 33	14.0	104.0	* 63					
Max Q Clear Time (g_c+l1),s	6.0	44.1	15.6	29.3	7.4	45.0	34.1					
Green Ext Time (p_c), s	0.1	46.0	0.2	1.4	0.1	45.5	4.1					
Intersection Summary												
HCM 2010 Ctrl Delay			38.4									
HCM 2010 LOS			D									
Notes												

Intersection

Int Delay, s/veh 0.5

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	424	8	15	306	6	11
Future Vol, veh/h	424	8	15	306	6	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	461	9	16	333	7	12




Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	470	0	830	465
Stage 1	-	-	-	-	465	-
Stage 2	-	-	-	-	365	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1092	-	340	597
Stage 1	-	-	-	-	632	-
Stage 2	-	-	-	-	702	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1092	-	334	597
Mov Cap-2 Maneuver	-	-	-	-	334	-
Stage 1	-	-	-	-	632	-
Stage 2	-	-	-	-	689	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.4	13
HCM LOS			B

Minor Lane/Major Mvm	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	467	-	-	1092	-
HCM Lane V/C Ratio	0.04	-	-	0.015	-
HCM Control Delay (s)	13	-	-	8.3	0
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0	-

Intersection

Int Delay, s/veh 0.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	10	0	1248	1188	9
Future Vol, veh/h	0	10	0	1248	1188	9
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	11	0	1357	1291	10

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	651	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	-	-
Pot Cap-1 Maneuver	0	411	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	411	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	14	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NB	EBLn1	SBT	SBR
Capacity (veh/h)	-	411	-	-
HCM Lane V/C Ratio	-	0.026	-	-
HCM Control Delay (s)	-	14	-	-
HCM Lane LOS	-	B	-	-
HCM 95th %tile Q(veh)	-	0.1	-	-

PDQ

Movement of concern - westbound left turn into driveway queues:

1. Storage length from travel lane 1792 to CL ingress at driveway = 170 feet
2. Average vehicle length = 20 feet
3. Westbound queue capacity = $170/20 = 8.5$ vehicles
4. PM Peak hour 1792 Minnesota signal cycle length = 200 sec >>>> 3.33 min
5. PM Peak hour 60 min / 3.33 min per cycle = 18.02 cycles per hour
6. Existing WB peak hour traffic = 143
Existing EB peak hour traffic = 229
Proposed WB peak hour traffic = 147
Proposed EB peak hour traffic = 236
7. Proposed WB peak hour vehicles per cycle = $147/18 = 8.2$ vehicles per cycle
8. WB storage length is sufficient for storage. $8.2 \text{ vehicles} \times 20 \text{ feet} = 163.33 \text{ feet} < 170 \text{ feet}$

Assumptions:

1. EB vehicles obey DO NOT BLOCK INTERSECTION at driveway
2. If WB left turns became a problem the City could restrict WB left turns

Summary:

The internal circulation is good with good capacity on site. The definition of Fast Casual has fewer guests per hour than fast food. Guests stay seated longer. There will be fewer vehicles. I recommend approval.

Butch Margraf
Traffic Manager
1-19-17



city commission **agenda item**

item type	Public Hearings	meeting date	11/13/2017
prepared by	Public Works	approved by	
board approval	N/A final vote		
strategic objective	Investment in Public Assets and Infrastructure		

subject

Ordinance - 540 Interlachen Avenue easement vacate (1)

motion / recommendation

Approve motion to vacate easement. There are no known utilities within this easement.

background

The City of Winter Park received a request to vacate a portion of power easement described in OR Book 3187, Pg. 205 and OR Book 8045, Pg. 4770 located at 540 Interlachen Ave. (Exhibit A)

alternatives / other considerations

Not approve easement vacate.

fiscal impact

No direct financial impact as a part of this action

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	10/31/2017	Cover Memo
Exhibit A	10/31/2017	Cover Memo

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

ORDINANCE NO. _____-17

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING A PORTION OF POWER EASEMENT LOCATED AT 540 INTERLACHEN AVENUE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 3187, PAGE 205, AND OFFICIAL RECORDS BOOK 8045, PAGE 4770, OF THE PUBLIC RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED IN PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE.

WHEREAS, the City of Winter Park has authority to adopt this Ordinance by virtue of its home rule powers and Charter with respect to abandoning and vacating rights of way no longer needed for public purposes, and the City Commission has made such a determination.

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

Section 1. The City Commission of the City of Winter Park, Florida hereby vacates and abandons the easement legally described in that certain legal description and sketch of description attached hereto as **Exhibit "A"**.

Section 2. In the event of any conflict between this Ordinance and any other ordinance or portions of ordinances, this Ordinance controls

Section 3. After adoption, this Ordinance shall be recorded in the public records of Orange County, Florida.

Section 4. This ordinance 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 _____ day of _____, 2017.

Mayor Steven Leary

ATTEST:

City Clerk Cynthia S. Bonham

LEGAL DESCRIPTION

Exhibit "A"

LEGAL DESCRIPTION:

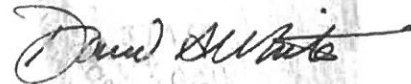
A STRIP OF LAND, BEING A PORTION OF LOT 498, BLOCK 1, PLAN OF TOWN OF WINTER PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN MISCELLANEOUS BOOK 3, PAGE 220, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 498 FOR A POINT OF REFERENCE, THENCE RUN SOUTH 69°55'44" EAST, ALONG THE NORTH LINE OF THAT CERTAIN DISTRIBUTION EASEMENT RECORDED OFFICIAL RECORDS BOOK 3187, PAGE 205 AND OFFICIAL RECORDS BOOK 8045, PAGE 4770 AND THE NORTH LINE OF SAID LOT 498, A DISTANCE OF 125.00 FEET TO THE NORTHEAST CORNER OF SAID DISTRIBUTION EASEMENT, THENCE DEPARTING SAID NORTH LINE RUN SOUTH 20°04'16" WEST ALONG EAST LINE OF SAID DISTRIBUTION EASEMENT, 8.29 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 20°04'16" WEST, 1.71 FEET TO THE SOUTHEAST CORNER OF SAID DISTRIBUTION EASEMENT; THENCE RUN NORTH 69°55'44" WEST ALONG SAID SOUTH LINE, 7.32 FEET; THENCE RUN NORTH 11°00'10" EAST, 0.56 FEET; THENCE RUN SOUTH 78°47'50" WEST, 7.50 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBE STRIP OF LAND LIES IN THE CITY OF WINTER PARK, ORANGE COUNTY, FLORIDA AND CONTAINING 8.3 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE NORTH LINE OF LOT 498, BLOCK 1, PLAN OF TOWN OF WINTER PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN MISCELLANEOUS BOOK 3, PAGE 220, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA DERIVED FROM RTK-GPS VALUES OBTAINED USING LENGEMANN OF FLORIDA'S L-NET NETWORK (NGS NAD 83 (NSRS2007)) BEING SOUTH 69°55'44" EAST.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS LEGAL DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY, AS SUCH.
- (6) THE CLASSIFICATION USE OF THE LAND, PURSUANT TO THE STANDARDS OF PRACTICE SET FORTH IN RULE CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, FLORIDA STATUTES 472.027, IS SUBURBAN. THE MINIMUM RELATIVE DISTANCE ACCURACY OF THIS MAP OF BOUNDARY SURVEY ACHIEVES OR EXCEEDS ONE FOOT IN 7,500 FEET.
- (7) ATTENTION IS DIRECTED TO THE FACT THAT THIS MAP MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.



DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC - SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NO.: LB 7808
DATE OF SIGNATURE: 10-10-17

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION 6, TOWNSHIP 22 SOUTH, RANGE 30 EAST

DATE: 10-10-17

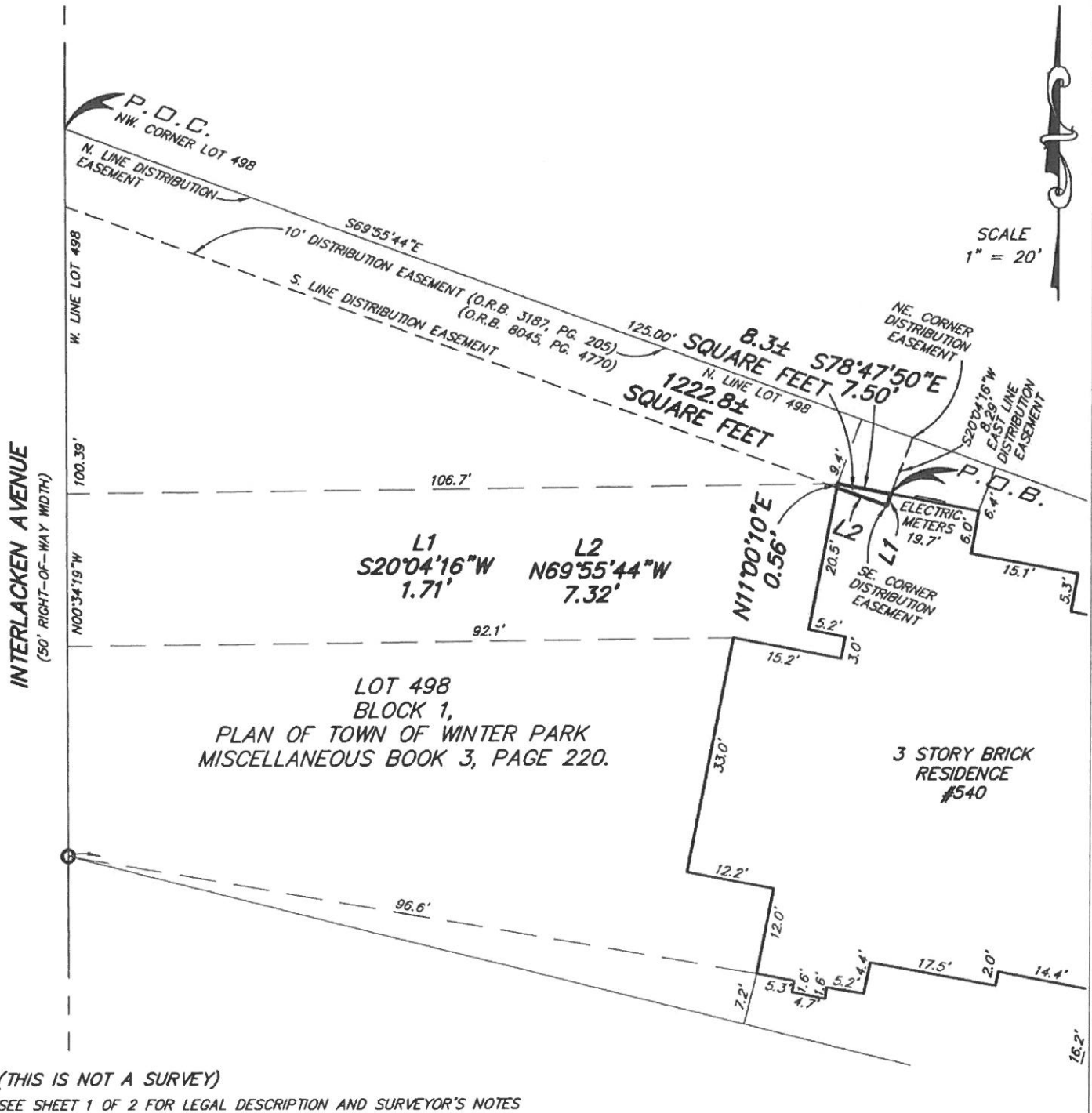
PREP BY: T.W.B.

DRAWN BY: T.W.B.

JOB #: 17-123

SKETCH OF DESCRIPTION

Exhibit "A" cont



(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION 6, TOWNSHIP 22 SOUTH, RANGE 30 EAST

DATE: 10-10-17

PREP BY: T.W.B.

DRAWN BY: T.W.B.

JOB #: 17-123

O: 17-123 Recert 16-030 Miller 17-123 Easement Encroachment.dwg Oct 10, 2017 - 2:33pm



city commission **agenda item**

item type	Public Hearings	meeting date	11/13/2017
prepared by	Public Works	approved by	
board approval	N/A final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

subject

Resolution - Notice of Intent - Pansy Avenue Street Bricking - Proposed Non-Ad Valorem Assessment

motion / recommendation

Recommend approval of the Notice of Intent Resolution

background

Property owner(s) on Pansy Avenue requested and approved by vote (per the CWP Street Bricking Policy) the installation of street brick on Pansy Avenue from Pennsylvania Ave., westerly 668', to match the existing brick surface on Pansy Avenue. The enhancement project will be funded thru a Non-Ad Valorem assessment attached to all properties adjacent to and within the project limits of Pansy Avenue.

Each Property along the facility is assessed based upon the length of that property that fronts Pansy Avenue.

alternatives / other considerations

The Commission may choose to approve or deny the NOI / Project.

fiscal impact

The enhancement project (construction) will be initially funded by the CWP. Estimated project cost; \$105,177.64. Property owners have the opportunity to satisfy their share of the costs and reimburse the CWP with the option of one (1) lump sum payment or by having a special Non-Ad Valorem (10 year) assessment placed on

their OCPA property tax bill.

ATTACHMENTS:

Description	Upload Date	Type
Title Sheet	11/3/2017	Cover Memo
Resolution	11/3/2017	Cover Memo
Pansy Ave - Exhibit A	11/3/2017	Cover Memo



city commission public hearing

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

subject

Notice of Intent Resolution for Pansy Avenue, Installation of Street Bricks and Proposed Non-Ad Valorem Assessment (NAV)

motion | recommendation

Recommend approval of the Notice of Intent Resolution

background

Property owner(s) on Pansy Avenue requested and approved by vote (per the CWP Street Bricking Policy) the installation of street brick on Pansy Avenue from Pennsylvania Ave., westerly 668', to match the existing brick surface on Pansy Avenue. The enhancement project will be funded thru a Non-Ad Valorem assessment attached to all properties adjacent to and within the project limits of Pansy Avenue. Each Property along the facility is assessed based upon the length of that property that fronts Pansy Avenue.

alternatives | other considerations

The Commission may choose to approve or deny the NOI / Project

fiscal impact

The enhancement project (construction) will be initially funded by the CWP. Estimated project cost; \$105,177.64. Property owners have the opportunity to satisfy their share of the costs and reimburse the CWP with the option of one (1) lump sum payment or by having a special Non-Ad Valorem (10 year) assessment placed on their OCPA property tax bill.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DECLARING THE CITY OF WINTER PARK'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS UNDER SECTION 197.3632, FLORIDA STATUTES, TO FUND THE INSTALLATION OF STREET BRICK AND RELATED ACTIVITIES UPON A PORTION OF PANSY AVENUE GENERALLY DESCRIBED AS BEGINNING AT PENNSYLVANIA AVENUE AND EXTENDING WESTERLY ABOUT 670 FEET; STATING THE NEED FOR THE LEVY OF SUCH SPECIAL ASSESSMENT; MAKING FINDINGS IN SUPPORT THEREOF; PROVIDING A DESCRIPTION OF THE REAL PROPERTY SUBJECT TO THE SPECIAL ASSESSMENT; PROVIDING FOR NOTICE TO THE PROPERTY APPRAISER, TAX COLLECTOR, AND THE FLORIDA DEPARTMENT OF REVENUE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Winter Park (the "City") finds that the portion of Pansy Avenue, generally described as beginning at Pennsylvania Avenue and extending westerly about 670 feet to existing brick (the "Improvement Area"), currently lacks street bricking; and

WHEREAS, the City finds that the installation of street bricking within the Improvement Area (the "Improvements") will improve the quality of Pansy Avenue, enhance the aesthetic character of the City, and advance the public health, safety, and welfare; and

WHEREAS, the City finds that the Improvements will provide a special benefit to certain parcels of property within the vicinity of the Improvement Area, which parcels of property are more particularly described in the attached Exhibit "A" (the "Benefited Parcels"), and that it is necessary and appropriate that the Improvements be funded by imposition of a non ad valorem special assessment upon the Benefited Parcels; and

WHEREAS, the City intends to use the uniform method for the levy, collection and enforcement of non-ad valorem special assessments, in accordance with § 197.3632, Florida Statutes, to fund the Improvements, and has duly published its intent to use such method in a newspaper of general circulation in the county for four consecutive weeks preceding the hearing at which the City considered the adoption of this Resolution.

NOW, THEREFORE, be it resolved by the City Commission of City of Winter Park, Florida as follows:

Section 1. Adoption of Representations. The foregoing recitals are hereby ratified and confirmed as true and correct, and are adopted as legislative findings and incorporated as material provisions of this Resolution.

Section 2. Authority. This Resolution is adopted in accordance with Section 197.3632(3)(a), Florida Statutes and under authority of Section 2(b), Article VIII of the Constitution of the State of Florida, Parts I and III of Chapter 166, Florida Statutes.

Section 3. Notice of Intent Pursuant to F.S. 197.3632(3)(a). The City hereby gives notice of its intent to use the uniform method for the levy, collection, and enforcement of non-ad valorem assessments in accordance with Section 197.3632, Florida Statutes, as may be amended from time to time, to fund and recoup all costs and expenses associated with the Improvements. Such costs and expenses shall be imposed and apportioned as a non ad valorem assessment against the Benefited Parcels (the "Assessment"). The Assessment shall be apportioned over a period of up to ten (10) years, commencing in the year 2018 or as soon thereafter as is practicable, and shall be enforceable as a lien against all Benefited Parcels, including homestead property, as permitted pursuant to section 4, Art. X of the Florida Constitution

Section 4. Necessity of Assessment. The City finds that the levy of the Assessment is necessary to fund the Improvements, in order to improve the quality of Pansy Avenue, enhance the aesthetic character of the City, and advance the public health, safety, and welfare.

Section 5. Notice to State and County. Upon adoption, the City Clerk or his/her designee is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Orange County Tax Collector, and the Orange County Property Appraiser by **January 10, 2018.**

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

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

CITY COMMISSION
WINTER PARK, FLORIDA

Steve Leary, Mayor

Attest: _____
Cynthia S. Bonham, City Clerk

PANSY AVENUE - NOTICE OF INTENT EXHIBIT A											
From Pennsylvania Ave, Westerly Approx. 670' (to existing brick)											
June 2017											
#	Address No.	Street	Name (1)	Name (2)	Tax ID #	Mailing Address	Front Footage	Cost Per Foot	Lump Sum Cost Per Property	Annual Pymt. For 10 Yrs. @ 3.5% Interest	Total 10 Yr Payment
1)	616	Pansy Avenue	Patel Daniel	Kamdar Tanvi	06-22-30-8892-00-740	616 Pansy Avenue Winter Park Florida 32789	125	\$89.86	\$11,232.10	(\$1,350.56)	(\$13,505.63)
2)	621	Pansy Avenue	Salimone Lonnie J	Salimone Shannon H	06-22-30-8892-00-310	621 Pansy Avenue Winter Park Florida 32789	50	\$89.86	\$4,492.84	(\$540.23)	(\$5,402.25)
3)	630	Pansy Avenue	Gallegos Javier	Gallegos Laura	06-22-30-8892-00-710	630 Pansy Avenue Winter Park Florida 32789	75	\$89.86	\$6,739.26	(\$810.34)	(\$8,103.38)
4)	637	Pansy Avenue	North Park Investments LLC	Bill & Elizabeth Roll (signature) 407-448-5814	06-22-30-8892-00-330	1194 N Park Ave Winter Park, FL 32789-2575	50	\$89.86	\$4,492.84	(\$540.23)	(\$5,402.25)
5)	639	Pansy Avenue	Campbell John Alden III	Campbell Jennifer Holler	06-22-30-8892-00-350	639 Pansy Avenue Winter Park Florida 32789	50	\$89.86	\$4,492.84	(\$540.23)	(\$5,402.25)
6)	640	Pansy Avenue	Berger Jacquelyn R	x	06-22-30-8892-00-690	2180 N Park Ave Ste 300 Winter Park FI 32789-2358	75	\$89.86	\$6,739.26	(\$810.34)	(\$8,103.38)
7)	643	Pansy Avenue	Fidius LLC	x	06-22-30-8892-00-370	215 N Eola Dr Orlando, FL 32801-2095	65	\$89.86	\$5,840.69	(\$702.29)	(\$7,022.93)
8)	645	Pansy Avenue	Feely Ryan	x	06-22-30-8892-00-390	645 Pansy Avenue Winter Park Florida 32789	65	\$89.86	\$5,840.69	(\$702.29)	(\$7,022.93)
9)	660	Pansy Avenue	HNR Properties LLC	x	06-22-30-8892-00-640	5448 Hoffner Ave Ste 101 Orlando FI 32812-2550	100	\$89.86	\$8,985.68	(\$1,080.45)	(\$10,804.50)
10)	680	Pansy Avenue	Fadool Margot C	Fadool John G	06-22-30-8892-00-590	680 Pansy Avenue Winter Park Florida 32789	125	\$89.86	\$11,232.10	(\$1,350.56)	(\$13,505.63)
11)	701	Pansy Avenue	Colasanti Christopher J	Colasanti Linnea A	06-22-30-8892-00-430	701 Pansy Avenue Winter Park Florida 32789	60	\$89.86	\$5,391.41	(\$648.27)	(\$6,482.70)
12)	711	Pansy Avenue	North Park Investments LLC	Bill & Elizabeth Roll (signature) 407-448-5814	06-22-30-8892-00-450	1194 N Park Ave Winter Park, FL 32789-2575	60	\$89.86	\$5,391.41	(\$648.27)	(\$6,482.70)
13)	720	Pansy Avenue	Posada Jeanne Christensen Tr	Posada Carlos Eduardo Tr	06-22-30-8892-00-570	240 N Pennsylvania Ave Ste 201 Winter Park, FL 32789-3766	50	\$89.86	\$4,492.84	(\$540.23)	(\$5,402.25)
14)	721	Pansy Avenue	Lutjens Nina V	Lutjens Richard N	06-22-30-8892-00-470	350 Carolina Ave Apt 401 Winter Park, FL 32789-3156	50	\$89.86	\$4,492.84	(\$540.23)	(\$5,402.25)
15)	731	Pansy Avenue	Kitograd Ira	x	06-22-30-8892-00-490	Po Box 878 Winter Park, FL 32790-0878	50	\$89.86	\$4,492.84	(\$540.23)	(\$5,402.25)
16)	735	Pansy Avenue	Silver Shay Davenport Life Estate	Silver Sheldon Life Estate : Rem: Michelle S Bangle	06-22-30-8892-00-510	735 Pansy Avenue Winter Park Florida 32789	47.2	\$89.86	\$4,241.24	(\$509.97)	(\$5,099.72)
17)	736	Pansy Avenue	Kirk W L Jr	Kirk Nancy C	06-22-30-8892-00-530	736 Pansy Avenue Winter Park Florida 32789	96.9	\$89.86	\$8,707.12	(\$1,046.96)	(\$10,469.56)
18)	1201	Pennsylvania Avenue	Slosser Derek A	Foley Kristin M	06-22-30-8892-00-270	1201 N. Pennsylvania Avenue Winter Park Florida 32789	100	\$89.86	\$8,985.68	(\$1,080.45)	(\$10,804.50)