city commission agenda

Regular Meeting
April 23, 2018
3:30 PM
Commission Chambers

mayor & commissioners

seat 1	seat 2	Mayor	seat 3	seat 4
Gregory Seidel	Sarah Sprinkel	Steve Leary	Carolyn Cooper	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 commend 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**

   Reverend Leslie McCarrick, Winter Park Christian Church

   Pledge of Allegiance
3. **Approval of Agenda**
4. **Mayor's Report**
5. **City Manager's Report**

a. City Manager's Report 5 minutes

6. City Attorney's Report

7. Non-Action Items

a. Parking Strategies - Parking Code Modernization 20 minutes

b. Presentation by Ms. Deirdre Macnab "Why is Solar Smart for Cities"? 10 minutes

8. Citizen Comments (Items not on the agenda) | 5 p.m. or soon thereafter

9. Consent Agenda

a. Approve the minutes of April 9, 2018. 5 minutes

b. Approve the following piggyback agreements and authorize the Mayor to execute: 5 minutes

1. Layne Inliner, LLC - Renewal of existing piggyback of City of Orlando contract #IFB15-0017 – Storm Line Rehabilitation Cleaning & Video Recording; $600,000
2. Aquatic Weed Control, Inc. - Piggyback of Orange County contract #Y18-178 – Aquatic Restoration & Management Services; $125,000
3. Neopost USA, Inc. - Renewal of existing piggyback of State of Florida contract #44102100-17-1 – Mail Processing Equipment - for city-wide postage and equipment maintenance; $15,000

c. Approve the following contract and authorize the Mayor to execute: 5 minutes

1. Sensys Gatso USA, Inc. - Amendment to RFP-13-2009 – Red Light Safety Enforcement System – extending the contract for an additional 3 years; $335,000 annually.

d. Approve the following purchase and authorize the execution of a purchase order: 5 minutes

1. Environmental Products of Florida Corp. - Purchase of a Vactor 2100 Plus HXX – Hydro-excavator mounted on a freightliner 114SD chassis; $413,631

10. Action Items Requiring Discussion

a. Lake Killarney Shores Reimbursement Agreement 10 minutes

b. Events Center Rooftop Add/Alternate 30 minutes

11. Public Hearings

a. Ordinance - Request of the City of Winter Park to amend various sign code regulations. (2) 10 minutes

b. Request of Sydgan Corp. for conditional use approval under the cluster housing provisions of the R-2 zoning to construct a two-story, four-unit residential project of 10,556 square feet on the property at 301 West Comstock Avenue, zoned R-2. 20 minutes

c. Ordinance - To implement the updated Comprehensive Plan policies into the Land Development Code, specifically the policy to adopt a new Medical Arts zoning district and to amend the R-3 and PL zoning districts. (1) 20 minutes

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 4/23/2018
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	Upload Date	Type
City Manager's Report	4/17/2018	Cover Memo

city commission **city manager's report**

item type	meeting date

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 installed conduit at Canton, New York, Pennsylvania/Webster, Denning and Minnesota to connect the new gate mechanical houses. The first house is to be installed at the Pennsylvania/Webster crossing with expected delivery May 14th.
Seminole County Ditch Drainage Improvement	Preliminary design for additional ditch outfall to be completed by Summer 2018.
Electric undergrounding	**Miles of Undergrounding performed** Grove Terrace: Complete. Project G: 4.03 miles 15% complete McKean Circle Phase 2 is underway. 60% complete **TOTAL so far for FY 2018: 2.85 miles**
Fairbanks transmission	Working through the FDOT to acquire additional funding as well as trying to acquire some level of "not to Exceed" assurance from Duke.
Power contracts	10MW GRU expires in 2019. Negotiations underway for new 10MW block 10MW solar from FMPA receiving of power will begin in 2020.
Denning Drive	Construction continues with curb, stormwater, and sidewalk currently being constructed from Morse Boulevard to Fairbanks Avenue. This section of road will be closed to traffic for 1.5 weeks beginning in May to finalize the islands and repaving after which this section will be substantially complete. Work will begin north of Morse Boulevard by mid-May with the entire project anticipated to be substantially complete by July 30th.
Library Design	Schematic design approved by the Commission on April 9. Design continues into design development phase for the next several months.

Sign Code Revisions	Staff brought to the Commission on April 9. Second reading and adoption will be on April 23.

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 Non-Action Items	meeting date 4/23/2018
prepared by Planning / CRA	approved by
board approval final vote	
strategic objective Intelligent Growth and Development	

subject
Parking Strategies - Parking Code Modernization

motion / recommendation
N/A

background
Kimley Horn to share initial research on parking codes and potential modernization strategies.

alternatives / other considerations
None

fiscal impact

ATTACHMENTS:

Description	Upload Date	Type
Kimley Horn Peer City Research	4/10/2018	Backup Material

Peer City Evaluation

	Winter Park, FL[1]	Davidson, NC[2]	Delray Beach, FL[3]	Highland Park, IL[4]	Mt. Pleasant, SC	Asheville, NC[5]	St. Armands, [6]Sarasota, FL
Population	30,208	12,452	67,371	29,641	84,170	89,121	54,425 (Sarasota)
Persons per household	2.30	2.53	2.37	2.56	2.50	2.24	2.17 (Sarasota)
Size of Downtown (square miles approx.)	0.11	0.18	0.64	0.19	0.31	0.14	0.19
Downtown Parking Supply							
On-Street	832	371	1,053	507	Not Available	765	575
Off-Street, Public	532	298	2,637	2,547	Not Available	1,523	406
Off-Street, Private	461	1,261	Not Available	Not Available	Not Available	Not Available	0

[1] Zones 4 and 6 of the 2013 Parking Study
[2] Town of Davidson Comprehensive Parking Study, April 2011 https://www.ci.davidson.nc.us/DocumentCenter/Home/View/1737
[3] Delray Beach Parking Management Plan, August 2010 https://www.mydelraybeach.com/Delray%20Beach%20Parking%20Management%20Plan.pdf
[4] Highland Park 2016 Parking Report https://www.cityhpil.com/resident/docs/2016%20%20PARKING%20REPORT%20FINAL.pdf
[5] City of Asheville, NC Strategic Plan, February 2017 http://www.ashevillenc.gov/mwg-internal/de5fs23hu73ds/$MKiks5-L_-41Hm8bAWLfX6uSqEN07IPmofoIjYBKmL8,/progress?id=XsK0cQFbUxcGIsi7XM_jKGa1qxHqwViE-GlCXn-ebvw,&dl
[6] St. Armand's Circle Association, Parking Information https://www.stArmand'scircleassoc.com/parking/

Parking Minimums - Multifamily Residential

	Winter Park, FL	Davidson, NC	Delray Beach, FL	Highland Park, IL	Mt. Pleasant, SC	Asheville, NC	St. Armands, Sarasota, FL	Peer Cities Average
Multifamily, studio	2.0 per unit if building is 2 units or less; 2.50 per unit if building is 3 units or more	Min: 1.0 per unit Max: 2.0 per unit	1.0 per unit + guest spaces (see below)	1.25 per unit + guest spaces (see below)	1.5-3.0 per dwelling unit	Min: 1.0 per unit Max: 2.0 per unit	2.0 per unit Downtown districts: 1.0 per unit 1.5 per unit if senior Housing	1.29 per unit
Multifamily, 1 Bedroom			1.50 per unit CBD: 1.25 per unit + guest spaces (see below)	1.5 per unit + guest spaces (see below)				1.4 per unit
Multifamily, 2 Bedrooms			2.0 per unit CBD: 1.75 per unit + guest spaces (see below)	2.0 per unit + guest spaces (see below)				1.6 per unit
Multifamily, 3 Bedrooms+				2.0 per unit + guest spaces (see below)		Min: 2.0 per unit Max: 3.0 per unit		1.75 per unit
Multifamily, Guest Spaces	Included in above	Included in above	Units 1-20: 0.50 per unit + Units 21-50: 0.30 per unit + Units 51 and above: 0.20 per unit	0.5 per unit if fewer than 5 units; 0.25 per unit if 5 or more units	Included in above	Included in above	Included in above	N/A

Commercial, Office & Hospitality

	Winter Park, FL	Davidson, NC	Delray Beach, FL	Highland Park, IL	Mt. Pleasant, SC	Asheville, NC	St. Armands, Sarasota, FL	Peer Cities Average
General Commercial & Retail	4 per 1,000 ft^2	Min: 2.0 per 1,000 ft^2 Max: 5.0 per 1,000 ft^2	4.5 per 1,000 ft^2 CBD: 2 per 1,000 ft^2	3.3 per 1,000 ft^2 *CBD*: <15k ft^2: 2.5 per 1,000 ft^2 >15k ft^2: No requirement for first 2,000 ft^2, then 1.5 per 1,000 ft^2	3.3-5 per 1,000 ft^2	Min: 2.85 per 1,000 ft^2 Max: 5.0 per 1,000 ft^2	4.0 per 1,000 ft^2	3.8 per 1,000 ft^2 CBD: 2.75 per 1,000 ft^2
Restaurant	20 per ,1000 ft^2 of patron use Or 1 per 3 seats	Min: 2.0 per 1,000 ft^2 Max: 3.5 per 1,000ft^2	<6,000 ft^2: 12.0 space per 1,000 ft^2 >6,000 ft^2: additional 15 per 1,000 ft^2 over initial 6,000 ft^2 CBD: 6.0 space per 1,000 ft^2	20 per 1,000 ft^2 for kitchen, serving and waiting area + 0.5 per seat Outdoor restaurants: 10.80 per 1,000 ft^2 CBD: <15k ft^2: 2.5 per 1,000 ft^2 >15k ft^2: No requirement for first 2,000 ft^2, then 1.5 per 1,000 ft^2	10 per 1,000 ft^2	Min: 1 per 3 seats + 1 per 2 employees on peak shift Max: 1 per 2 seats + 1 per 2 employees on peak shift	Casual/Fine: 6.6 per 1,000 ft^2	10.12 per 1,000 ft^2 CBD: 5.42 per 1,000 ft^2
General Office	4 per 1,000 ft^2 excluding some common areas	Min: 2.0 per 1,000 ft^2	<3,000 ft^2: 4 per 1,000 ft^2 >3,000 ft^2 above: + 3.5 per 1,000 ft^2 over initial 3,000 ft^2	<30kft^2: 4.0 per 1,000 ft^2 then 3.3 per 1,000 ft^2 each additional 1,000 ft^2	3.3-5 per 1,000 ft^2	Min: 2.85 per 1,000 ft^2 Max: 4.0 per 1,000 ft^2	2.85 per 1,000 ft^2	3.16 per 1,000 ft^2 CBD: 2.66 per 1,000 ft^2

		Max: 3.5 per 1,000ft^2	CBD: <10,000 ft^2: 2 per 1,000 ft^2 >10,000 ft^2 more than 750 ft^2 from public garage or transit station: 3.3 per 1,000 ft^2 >10,000 ft^2 within 750 ft^2 from public garage or transit station: 2.0 per 1,000 ft^2	CBD: <15k ft^2: 2.5 per 1,000 ft^2 >15k ft^2: No requirement for first 2,000 ft^2, then 1.5 per 1,000 ft^2				
Hotel/Motel	1.0 per room + any auxiliary use minimums calculated separately	Min: 2.0 per 1,000 ft^2 Max: 3.5 per 1,000ft^2	0.7 space per guest room + 1.0 space per 800 ft^2 of meeting rooms and shops	1.0 per room + 2.0 per manager/owner + any auxiliary space (restaurant, meeting rooms) minimums calculated separately	1-2 per guest room	Min: 1.0 per 2 rooms + any auxiliary use minimums calculated separately Max: 1.0 per room + any auxiliary use minimums calculated separately	1.1 per room + any auxiliary use minimums calculated separately DTE/DTC: 0.5 per room	1 per guest room

Parking Minimums

Reductions & Shared Parking

	Winter Park, FL	Davidson, NC	Delray Beach, FL	Highland Park, IL	Mt. Pleasant, SC	Asheville, NC	St. Armand's, Sarasota, FL
Location-based reductions	Restaurants in the CDB may reduce from 1 per 3	Village Center, Village Edge, and Village Commerce Planning Areas	Restaurants in the Atlantic Avenue Parking District: 12 spaces per 1,000 ft^2 for the first			No off-street parking required in CBD, various reductions	No specific reductions for St. Armand's neighborhood

	Winter Park, FL	Davidson, NC	Delray Beach, FL	Highland Park, IL	Mt. Pleasant, SC	Asheville, NC	St. Armand's, Sarasota, FL
	seats to 1 per 4 seats	– grandfathered area; may count on-street parking toward minimum requirements and are exempt from bicycle parking requirements	6,000 ft^2 plus 15 spaces per each additional 1,000 ft^2			offered in other districts throughout city	Reductions and shared parking apply to Downtown Sarasota Nonresidential reduction in DTE/DTC to 2 per 1,000 ft^2, not including lodging as provided here; bldgs. under 10,000 ft^2 or of historical designation have no parking requirements; on-street parking adjacent to bldg. frontage may be counted toward requirement; tandem parking may be utilized for employee parking
Valet			Restaurants, Cocktail Lounges, Hotels, and Residential Type Inns may provide their required vehicular parking as valet parking, subject to the provisions of Section 4.6.9(F)(3)	10% for use of valet service during all operating hours			Valet operations may not be exclusive to a single business; operators must provide service regardless of patron's intended destination; operating hours restricted to 5pm – 3pm, unless approved through special application; vehicles

	Winter Park, FL	Davidson, NC	Delray Beach, FL	Highland Park, IL	Mt. Pleasant, SC	Asheville, NC	St. Armand's, Sarasota, FL
							may not stage more than 15 minutes-must be moved to storage lot
Shared Parking	Limited; may lease supply in excess of minimum requirements	May share up to 50% of required spaces if operating hours of uses do not significantly overlap and is located within 50 feet of main entrance; Off-site parking allowed within ¼ mile per pedestrian access route in facilities where parking is primary use	Calculation method detailed below for mixed use developments	Allowed in mixed use developments as prescribed in ULI Shared Parking documentation for uses with complimentary peak hours and or seasons; Captive Market reductions: Retail/Service 15%; Food/Beverage: 15%; General Offices and Financial Institutions 5%;	Allowed in cases as prescribed in ULI Shared Parking documentation and approved by Zoning Administrator for uses with complimentary peak hours and or seasons	Up to 100% of parking requirements per approval of Planning and Zoning Director	Nonresidential uses upon approval of Zoning Board with public hearing; must demonstrate complimentary peak hours of demand OR that the total number of spaces available meets both uses calculated separately; if off-site must demonstrate safe pedestrian access
TDM				15% reduction for location of use within 1,320 feet of transit stop;			

Notes		0.35 short-term and 0.175 long-term bicycle parking spaces per 1,000 sq ft also required		Greater of 1 space or 10% reduction for car-share program with designated space; 10% reduction for uses with 100+ employees and/or >50,000 ft2 that implements documented and measured carpool program; 15% reduction for use of personalized shuttle service;		Bicycle parking s hall be provided for all uses except single family dwellings and duplex dwellings. The minimum number of bicycle parking spaces required shall be equal to five percent of the total number of automobile park ing spaces in the lot	

Parking Demand Analysis

Land Uses Within Park Avenue	Intensity	Unit of Measure	Winter Park Current Minimum Parking Standards	ULI Shared Use******		Peer Communities - CBD/Downtown Districts						Peer Average	Peer CBD Average
				Weekday	Weekend	Davidson, NC Minimum	Davidson, NC Average	Delray Beach, FL	Highland Park, IL	Mt. Pleasant, SC	St. Armand's (Sarasota), FL		
Retail	275,569	square feet	1102	992	838	551	964	551	689	918	1102	1047	758
Restaurant - Fine Dining*	34,705	square feet	347	535	826	69	95	416	87	347	231	351	188
Restaurant - Family**	8,449	square feet	84			17	23	101	21	84	56	86	46
Restaurant - Casual**	3,077	square feet	31	42	35	6	8	37	8	31	21	31	17
Office***	223,848	square feet	895	850	0	448	616	817	560	745	889	707	595
Condos****	89	units	223	109	159	89	134	156	178	134	89	142	142
Apartments****	109	units	273	115	159	109	164	191	218	164	109	174	174
Residential Visitors	198	units	0	3	16	0	0	99	50	297	0	0	0
Hotel*****	28	rooms	28	16	15	56	77	20	22	28	28	28	28
Total Parking Spaces			2983	2662	2048	1345	2081	2388	1833	2748	2525	2566	1948
Percent of current required spaces			100%	89%	69%	45%	70%	80%	61%	92%	85%	86%	65%

*Assumes restaurants average space of approximately 7,000 ft^2 or less

**Assumes 2 family restaurants and 1 casual restaurant

***Assumes offices each total 25,000 ft^2 or less, 10,000 ft2 average space

****Assumes 2 bedrooms units in buildings of more than 2 units but less than 20

*****Assumes one leisure hotel, no auxilary space

******Rates adjusted for December peak

Appendix

Other Parking Rates

	Winter Park, FL	Davidson, NC	Delray Beach, FL	Highland Park, IL	Mt. Pleasant, SC	Asheville, NC	St. Armand's, Sarasota, FL
Single Family	2.0 per unit	Not specifically address	Not specifically addressed	2.0 per unit + guest spaces (see below)	1.0 per unit	Min: 1.0-2.0 per unit Max: 2.0-3.0 per unit	2.0 per unit
Assisted Living Facilities	1.0 per 3 beds + 1.0 per employee on average day shift	Not specifically address	Not specifically addressed	1.0 per employee + 0.1 per person in licensed capacity	1.0-4.0 per room	1.0 per 2 employees + 1 per 2 units	0.5 per bed
Auto Repair	2.5 per bay + 1.0 per 250 ft^2 office or customer area	Min: 2.0 per 1,000 ft^2 Max: 3.5 per 1,000ft^2 0.35 short-term and 0.175 long-term bicycle parking spaces per 1,000 ft^2 also required.	4.5 per 1,000 ft^2 CBD:1.0 space per 500 ft^2	CBD: <15k ft^2: 2.5 per 1,000 ft^2 >15k ft^2: No requirement for first 2,000 ft^2, then 1.5 per 1,000 ft^2	Not Specifically Addressed	Min: 1 per service bay + 1 per 2 employees on peak shift Max: 3 per bay + 1 per 2 employees on peak shift	1 per bay + 1 per pump + 1 per 200 ft^2
Beauty Salon and similar	1.0 per 250 ft^2		<5,000 ft^2: 4.5 per 1,000 ft^2 >5,000 ft^2: 4.5 per 1,000 ft^2 +0.5 per workstation	2.0 per workstation OR 4.0 per 1,000 ft^2, whichever is greater CBD: <15k ft^2: 2.5 per 1,000 ft^2	1.0 per 200-300 ft^2	Min: 2 per workstation + 1 per 2 employees on peak shift Max: 3 per workstation +	1 per workstation + 1 per 250 ft^2

	Winter Park, FL	Davidson, NC	Delray Beach, FL	Highland Park, IL	Mt. Pleasant, SC	Asheville, NC	St. Armand's, Sarasota, FL
				>15k ft^2: No requirement for first 2,000 ft^2, then 1.5 per 1,000 ft^2		1 per 2 employees on peak shift	
Bowling Alley	3.0 per alley		4 per lane	0.33 per person in permitted occupancy	Not Specifically Addressed	Not Specifically Addressed	Not Specifically Addressed
Commercial Recreational	1.0 per 250 ft^2		Not specifically addressed	Not specifically addressed			1.0 per 250 ft^2
Furniture, Appliance Retail	1.0 per 400 ft^2			2.5 per 1,000 ft^2 + 1.5 per 1,000 ft^2 of storage space	1.0 per 200-300 ft^2	Min: 1.0 per 350 ft^2 Max: 1.0 per 200 ft^2	1.0 per 250 ft^2
Hospitals	1.0 per 3 beds + 1.0 per employee on peak shift	Not specifically addressed	1.5 per bed + 1.0 per 1,000 ft^2 open to public	1.0 per 3 beds + 1.0 per 5 avg. daily outpatient visits + 1.0 per 10 daily ER visits	1-4 per room	Min: 1 per 250 ft^2 Max: 1 per 200 ft^2	1.5 per bed
Industrial and Manufacturing	1.0 per 500 ft^2	Min: 0.25 per 1,000 ft^2 Max: 2.0 per 1,000ft^2 0.1 short-term and 0.04 long-term bicycle parking spaces per 1,000 ft^2 also required.	1.0 space per 1,000 ft^2 CBD: 1.0 space per 500 ft^2	2.0 space per 1,000 ft^2 storage space + additional office minimum calculated separately	Not Specifically Addressed	Min: 1 per 2 employees on peak shift Max: 1 per employee on peak shift	1 per 500 ft^2
Laundromats	1.0 per 2 washing machines	Min: 2.0 per 1,000 ft^2	Not specifically addressed	1.0 per 2 washing machines	See General Retail	Not Specifically Addressed	Not Specifically Addressed

	Winter Park, FL	Davidson, NC	Delray Beach, FL	Highland Park, IL	Mt. Pleasant, SC	Asheville, NC	St. Armand's, Sarasota, FL
Medical Offices	1.0 per 200 ft^2	Max: 3.5 per 1,000ft^2 0.35 short-term and 0.175 long-term bicycle parking spaces per 1,000 ft^2 also required.	5.0 space per 1,000 ft^2	4.11 space per 1,000 ft^2	1.0 per 200-300 ft^2	Min: 1.0 per 350 ft^2 Max: 1.0 per 250 ft^2	Cumulative of ranges ≤3,000ft^2: 1 per 200 ft^2 3,001-5,000 ft^2: + 1 per 250 ft^2 5,001-10,000 ft^2: + 1 per 300 ft^2 10,001-20,000 ft^2: + 1 per 350 ft^2 >20,000 ft^2: + 1 per 400 ft^2
Dental Offices							1 per 175 ft^2
Showroom	1.0 per 350 ft^2 office + 1.0 per 700 ft^2 storage		1.0 space per 500 ft^2	2.5 space per 1,000 ft^2 + 1.5 per 1,000 ft^2 of storage	See General Retail	See General Retail	See General Retail
Theaters	1.0 per 4 seats + 1.0 per employee		1.0 space per 500 ft^2	0.25 per person in permitted occupancy	Not Specifically Addressed	Min: 1 per 4 seats Max: 1 per 3 seats	1 per 4 seats
Funeral Homes	1.0 per 4 seats + 1.0 per employee		4.0 per 1,000 ft^2 + 3 per 10 chapel seats			Min: 1 per 4 seats of largest public room + 1 per 2 employees on peak shift Max: 1 per 2 seats of largest public room + 1 per 2	1 per 5 seats in chapels with fixed seating or 1 per 60 ft^2 in chapels without fixed seating

	Winter Park, FL	Davidson, NC	Delray Beach, FL	Highland Park, IL	Mt. Pleasant, SC	Asheville, NC	St. Armand's, Sarasota, FL
						employees on peak shift	
Warehouse	1.0 per 1,000 ft^2	Min: 0.25 per 1,000 ft^2 Max: 2.0 per 1,000ft^2 0.1 short-term and 0.04 long-term bicycle parking spaces per 1,000 ft^2 also required.	1.0 space per 1,000 ft^2	0.5 space per 1,000 ft^2 storage space + additional office minimum calculated separately	1.0 per 200-300 ft^2	Min: 1 per 2 employees on peak shift Max: 1 per employee on peak shift	1.0 per 300 ft^2 office space + 1.0 per 1,500 ft^2 storage space
Pain Management Clinics	1.0 per 100 ft^2	See Medical Office above	5.0 space per 1,000 ft^2	See Medical Office above	See Medical Office above	See Medical Office above	See Medical Office above
Shopping Centers	Not Specifically Addressed	Not Specifically Addressed	25k-400k ft^2: 4 per 1,000 ft^2 400k-600k ft^2: 4.5 per 1,000 ft^2 600k+ ft^2: 5 per 1,000 ft^2	Not Specifically Addressed	1.0 per 250 ft^2	Not Specifically Addressed	1.0 per 250 ft^2
Call Center	Not Specifically Addressed	Not Specifically Addressed	2.0 space per 1,000 ft^2 + 1.0 per workstation	Not Specifically Addressed	Not Specifically Addressed	Not Specifically Addressed	Not Specifically Addressed
B&B and Boarding Houses	1.0 per room + 1.0 per employee	Min: 2.0 per 1,000 ft2 Max: 3.5 per 1,000ft2	0.7 space per guest room + 1.0 space per 800 ft2 of meeting rooms and shops	1.0 per room + 2.0 per manager/owner	1-2 per guest room	Min: 1 per room + 1 for managers or owners + 1 per employee	1 per guest room + 1 per D.U.

	Winter Park, FL	Davidson, NC	Delray Beach, FL	Highland Park, IL	Mt. Pleasant, SC	Asheville, NC	St. Armand's, Sarasota, FL
		0.35 short-term and 0.175 long-term bicycle parking spaces per 1,000 ft2 also required.				Max: 2 per room + 2 for managers or owners + 1 per employee	
Church	1.0 per 4 seats + 1.0 per resident + 0.5 per permanent employee	1.0 per 8 seats in main assembly area	1.0 per 4 seats	0.25 per person in permitted occupancy	3-5 per 100 ft^2 of main assembly area	Min: 1 per 4 seats or 1 per 200 ft^2 Max: 1 per 3 seats or 1 per 150 ft^2	1 per 5 seats in chapels with fixed seating or 1 per 60 ft^2 in chapels without fixed seating
Lodges			1.0 per 4 seats or 1.0 per 50 ft^2, whichever is greater	0.33 per person in permitted occupancy	Not Specifically Addressed	Min: 1 per 350 ft^2 Max: 1 per 250 ft^2	Not Specifically Addressed
Nonprofit Halls			0.3 per seat or 1.0 per 50 ft2, whichever is greater				
Private Clubs						Not Specifically Addressed	1.0 per 200 ft2
Tennis, Racquetball Courts	3.0 per court	Not specifically addressed	4.0 per court				Not Specifically Addressed
Community Centers	1.0 per 250 ft2		0.3 per seat or 1.0 per 50 ft2, whichever is greater	0.25 per person in permitted occupancy			

	Winter Park, FL	Davidson, NC	Delray Beach, FL	Highland Park, IL	Mt. Pleasant, SC	Asheville, NC	St. Armand's, Sarasota, FL
Post Office	1.0 per 250 ft2		5.0 per 1,000 ft2 + employee parking area	Determined by Zoning Administrator			
Gymnasiums and Stadiums (excluding schools)	1.0 per 4 seats			0.33 per person in permitted occupancy	1 per 3-5 seats		1 per 4 fixed seats + 1 per 100 ft2 capable of being used for temporary seating
Library	1.0 per 375 ft2		4.0 per 1,000 ft2 open to public	0.25 per person in permitted occupancy	Not Specifically Addressed		1 per 300 ft2
Museums	Case-by-Case		5.0 per 1,000 ft2 open to public			Min: 1 per 350 ft2 + 1 per 2 employees on peak shift Max: 1 per 250 ft2 + 1 per 2 employees on peak shift	Not Specifically Addressed
Assembly Hall with fixed seats	1.0 per 4 seats + 1.0 per employee	1.0 per 8 seats in main assembly area	0.3 per seat or 1.0 per 50 ft2, whichever is greater	0.33 per person in permitted occupancy		Min: 1 per 4 seats or 1 per 200 ft2 Max: 1 per 3 seats or 1 per 150 ft2	
Fire Station	Not specifically addressed	Not specifically addressed	1.0 per employee on peak shift	Not Specifically Addressed		Not Specifically Addressed	

	Winter Park, FL	Davidson, NC	Delray Beach, FL	Highland Park, IL	Mt. Pleasant, SC	Asheville, NC	St. Armand's, Sarasota, FL
Kindergarten and Day School	1.0 per employee + off-street loading space	Min: 2.0 per classroom Max: 2.25 per classroom Off-street loading space 0.0.1 short-term and 0.04 long term bicycle parking spaces per classroom also required.	1.0 per 300 ft2	1.0 per employee + 0.1 per person in licensed capacity	2-10 per classroom	Min: 1 per 2 employees + 1 per 10 children Max: 1 per employee + 1 per 10 children	1 per 300 ft2 + 3 for off-street loading and unloading
Elementary **Junior High**	1.0 per employee + off-street loading space		2.0 per classroom + 50% of the requirement of an auditorium or stadium	Determined by Zoning Administrator		Min: 2 per classroom Max: 3 per classroom	2 per classroom+ auxiliary uses calculated separately (i.e., office, auditorium)
Senior High	1.0 per employee + 1.0 per 2 students + off-street loading space + 1.0 per 10 auditorium seats		1.0 per 5 students accommodated at maximum possible capacity		5-10 per classroom OR 1-2 per 100ft2 of main assembly area, whichever is greater	Min: 5 per classroom Max: 10 per classrom	6 per classroom+ auxiliary uses calculated separately (i.e., office, auditorium)
College or University		Not specifically addressed				Min: 1 per 3 employees + 1 per 3 FT commuter students Max: 1 per employee + 1 per FT	10 per classroom + auxiliary uses calculated separately (i.e., office, auditorium)
Vocational	1.0 per 2 students + 1.0 per employee						

	Winter Park, FL	Davidson, NC	Delray Beach, FL	Highland Park, IL	Mt. Pleasant, SC	Asheville, NC	St. Armand's, Sarasota, FL
						commuter student	

city commission agenda item

item type Non-Action Items	meeting date 4/23/2018
prepared by City Clerk	approved by City Manager
board approval final vote	
strategic objective	

subject

Presentation by Ms. Deirdre Macnab "Why is Solar Smart for Cities"?

motion / recommendation

background

Ms. Macnab requested time on this agenda to present: "Why is Solar Smart for Cities"?

alternatives / other considerations

fiscal impact

ATTACHMENTS:

Description	Upload Date	Type
PowerPoint	4/16/2018	Cover Memo

Why is Solar Smart for Cities ?

How Solar Helps Cities

- **Savings**: Solar is a cheaper source of energy than fossil fuels.
- **Jobs:** Accelerating the growth of solar creates jobs and keeps energy dollars in our community.
- **Cleaner Air and Water:** Solar provides power with no carbon emissions, soot or toxic particles.

Voters Support Solar

2/3 of Americans prioritize alternative energy over fossil fuels.
Pew Foundation 2017

Cities Expanding Solar

In the past decade, solar power has experienced an average annual growth rate of 59%, with U.S. capacity now 26x that of 2010.

The US CONFERENCE OF MAYORS adopted the Ready for 100% Resolution in 2017.

Our Ask #1: Set Ambitious Goal

Today, we urge you to consider adding our City as one committed to using 100% Clean, Renewable Energy, and joining hundreds of fellow cities getting "Ready for 100"

FLORIDA SURGING AHEAD IN SOLAR

- **Florida had highest residential solar growth in U.S. – 110% growth in 2016-17 (PV MAGAZINE)**
- **FL utilities growing their solar, but need local support**
- **Experts say FL should be among top 3 solar states, now #10**

BIG SOLAR SAVINGS KEEPS JOBS AND MONEY IN FLORIDA USING OUR HOMEGROWN ENERGY SOURCE

FLORIDA LAW

- Anyone in FL can put solar on their roof: HOA cannot prevent
- Requires Utilities to Buy Back Unused Power: “Net Metering”
- FL consumers and businesses do not pay property or sales tax on rooftop solar installations

Jim Fenton, PhD, Director,

Florida Solar Energy Center , UCF

"Solar is now cheaper than fossil fuels."

30% SOLAR INVESTMENT TAX CREDIT EXTENSION

Babcock Ranch, Florida: Founders Square

Solar Reducing City Energy Costs in New Jersey at Medford Wastewater Treatment

….and in Arizona: Pheonix Lake Pleasant Water Treatment Plant

India's First 1MW Canal-Top Solar Power Project

An Innovative Project of Electricity Generation with Canal Water Savings on **Sanand Branch Canal**, Sardar Sarovar Project.

Solar Panel: 22050 to 22800 m

Total Length: 750 m

Bed Width: 3.50 m

Top Width: 10.10 m

FSD: 1.60 m

FB: 0.60 m

Side Slop: 2:1


IKEA


WHOLE FOODS MARKET
WHOLE FOODS
OPENING IN
4
DAYS
WHOLE FOODS

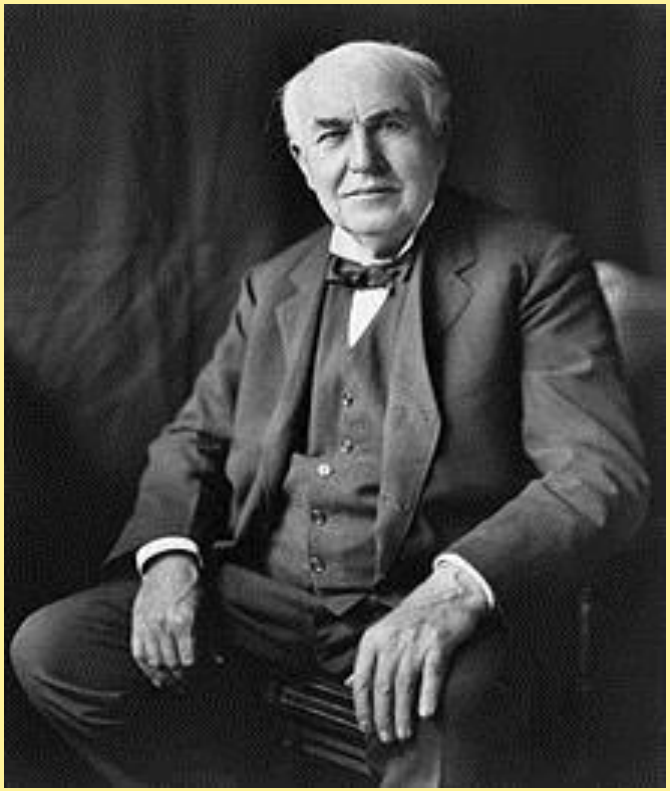
What Can Cities DO to Promote Solar?

1. Set 100% Renewable Energy GOAL
2. Continue to streamline permitting and reduce fees
3. Use on public buildings and wastewater plants
4. Explore and launch community solar
5. Expand charging stations for electric vehicles

BOTTOM LINE: SAVINGS

Jim Fenton, Director of UCF's Florida Solar Energy Center

"With an estimated annual 14% return, rooftop solar is the best investment today a homeowner in Florida can make."



"I'd put my money on the sun and solar energy. What a source of power! I hope we don't have to wait until oil and coal run out before we tackle that."

Thomas Edison

Let's Get Going!

1. Set 100% renewable energy goal
2. Continue to streamline permitting and reduce fees
3. Use on public buildings and wastewater plants
4. Explore and launch community solar
5. Expand charging stations for electric vehicles

city commission agenda item

item type Consent Agenda	meeting date 4/23/2018
prepared by City Clerk	approved by City Manager
board approval final vote	
strategic objective	

subject

Approve the minutes of April 9, 2018.

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

Description	Upload Date	Type
Minutes	4/16/2018	Cover Memo

REGULAR MEETING OF THE CITY COMMISSION
APRIL 9, 2018

Vice Mayor Pete Weldon called the meeting of the Winter Park City Commission to order at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Preston Free, Preaching Minister, First Christian Church of Winter Park, followed by the Pledge of Allegiance.

Members present:
Mayor Steve Leary (absent)
Vice Mayor Pete Weldon
Commissioner Greg Seidel
Commissioner Sarah Sprinkel
Commissioner Carolyn Cooper (arrived 3:37)

Also Present:
City Manager Randy Knight
City Clerk Cynthia Bonham
City Attorney Kurt Ardaman

Mayor's Report

No report.

City Manager's Report

Confirmation of Fire Chief

City Manager Randy Knight introduced Dan Hagedorn as the incoming Fire Chief upon Chief White's retirement the end of May. He summarized the process followed with the four internal candidates that led to this confirmation.

Motion made by Vice Mayor Weldon to approve the confirmation of Chief Hagedorn; seconded by Commissioner Sprinkel. The motion carried with a 3-0 vote with Commissioner Cooper being absent.

Approval of agenda

Motion made by Commissioner Sprinkel to approve the agenda; seconded by Commissioner Seidel and carried with a 3-0 vote (Commissioner Cooper had not arrived).

Introduction of Family Fun Program and Family Fun coordinator Position

Commissioner Cooper arrived at this time. City Manager Knight introduced Kelsi Baker, Family Fun Coordinator for the Community Center. Ms. Baker summarized what her job will be with events and programs, social media enhancement, and will be the liaison for the Parks and Recreation and Communications Departments. She spoke about her marketing plan for the Parks and Recreation Department.

City Attorney's Report

No report.

Non-Action Items

a. Comprehensive Annual Financial Report for the fiscal year ended September 30, 2017

Finance Director Wes Hamil spoke about improvements to the General Fund and fund balance. He introduced Dan O'Keefe, Moore Stephens Lovelace, P.A. who summarized the audit review and the financial analysis.

Consent Agenda

There were no public comments on the consent agenda items.

a. Approve the March 26, 2018 minutes. **PULLED BY COMMISSIONER COOPER.**
b. Approve the following contracts and authorize the Mayor to execute:
   1. Trane U.S., Inc. - Four year extended warranty & service agreement for City HVAC systems; $21,343.
   2. Owens, Renz & Lee Co., Inc. dba Owens Realty Services – Continuing contract for citywide facility management & maintenance services; $1,360,000.
   3. HIDTA - Lease agreement for office space; total expenditure to be reimbursed through the HIDTA grant program.
c. Approve the following purchase over $75,000:
   1. Brown & Brown of Florida, Inc. - 2018-2019 Property Insurance Renewal; $306,612.

Motion made by Commissioner Sprinkel to approve Consent Agenda items b. 1 and 3; seconded by Commissioner Cooper and carried with a 4-0 vote.

Motion made by Commissioner Sprinkel to approve Consent Agenda item 'c'; seconded by Commissioner Seidel and carried with a 4-0 vote.

Consent Agenda Item 'a' – Minutes

Commissioner Cooper asked that on the last page of the minutes (last paragraph) that the portion "whereby the remainder of the commission cannot respond because of the Sunshine Law" be deleted and be changed to read: "whereby the remainder of the Commission cannot respond without risking a violation of the Sunshine Law". **Motion made by Vice Mayor Weldon to accept the change and approve the minutes as amended; seconded by Commissioner Cooper and carried unanimously with a 4-0 vote.**

Consent Agenda Item 'b'2

Commissioner Cooper asked if we are doing a competitive procurement. City Manager Knight explained the City of Orlando did a competitive bid and we are piggybacking off that contract but that there were items in their contract that did not apply to Winter Park so they negotiated a lower price from that contract. They did not feel like they should have called it a piggyback because of the modifications. He stated staff is comfortable they received a competitive price.

Motion made by Commissioner Sprinkel to approve Consent Agenda 'b'2; seconded by Vice Mayor Weldon and carried unanimously with a 4-0 vote.

Action Items Requiring Discussion

a. Appointment of Vice Mayor

Vice Mayor Weldon stated he would welcome another appointment for another year. Commissioner Cooper suggested appointing Commissioner Seidel whereby Commissioner Seidel declined due to his work schedule.

Motion made by Vice Mayor Weldon to appoint himself as Vice Mayor for another year; seconded by Commissioner Sprinkel and carried unanimously with a 4-0 vote.

b. Library/Events Center Schematic Design Package

Jim Russell, Pizzuti Company, summarized the project phases. Maurizio Maso, HuntonBrady Architects, addressed additional details on the remaining schedule. Russell Crader, Adjaye Associates, addressed conceptual designs and showed schematic drawings.

Discussion ensued regarding the project budget and the add alternates that require additional funding. Vice Mayor Weldon addressed a letter received from the Library Board and asked about the relationship Mr. Russell has had in terms of what they have documented on their wish list. Mr. Russell responded that the comments they receive are documented and are made part of a marked up set of drawings as well as all correspondence they receive is sent to the Design Team for discussion. He stated he believed everything has been addressed at least verbally and will be evaluated to see what can work into the plan and what may have a cost factor to it. This will be presented as part of the design package.

Patricia Gallagher, President of the Winter Park Library Association, stated their staff have been very involved in the process with the architects and Pizzuti's representatives. She addressed the email sent with issues the library is concerned about and wanted to make sure there is an adequate resolution to some of the items. She stated they would like all the add alternates to be a part of the project.

Vice Mayor Weldon stated the porte cochere is essential to the overall architectural integrity of the project as designed and should be included. The rooftop venue has always been outside of the scope of the concept of what the citizens voted on and did not support it. He disagreed with the amphitheater to the water's edge and eventual use of it. Concerning the raked auditorium, he believed it to be a wonderful concept and that the more flexible they can make that space, the more valuable it will be for the library.

Commissioner Sprinkel did not want to include the rooftop venue or the other add-ons because of the cost, but agreed with including the porte cochere. She stated that the amphitheater could be added later on.

Mr. Russell stated the rooftop venue is the only alternate impactful in terms of cost today to advance and to make a change later on. He stated you could leave the other three items open to be a part of the design to be decided upon later and advanced as part of the design development.

Commissioner Cooper agreed to include the porto cochere. She believed that the rooftop venue will make this a special place but did not want to move forward now because of the cost. She wanted to know the cost to design it to allow it to happen at a future date, hold the necessary square footage in the drawings and in the facility so someday they would have the space available and structural support if they move forward with it in the future. She did not support the other add-ons.

Mr. Russell stated they can advance the schematic design and come back at the next meeting with more detail with options and costs.

Commissioner Seidel commented about the bond monies and he agreed with what they originally saw at the presentation.

#1 Motion made by Vice Mayor Weldon to accept the schematic design package as presented and to include the porte cochere add-in in the project for approximately $1 million; seconded by Commissioner Cooper.

#2 Motion made by Vice Mayor Weldon to delete the amphitheater from the project (to include this consideration in the engineering plans going forward for a later decision); seconded by Commissioner Sprinkel.

#3 Motion made by Vice Mayor Weldon to delete the raked auditorium to be replaced with a flexible auditorium; seconded by Commissioner Sprinkel.

#4 Motion made by Vice Mayor Weldon to approve the consideration of engineering for an anticipated rooftop venue to perhaps be constructed in the future with cost estimates and engineering insights to be presented at the next City Commission meeting; seconded by Commissioner Cooper.

#5 Motion made by Commissioner Sprinkel that all the comments made by the Library Board, staff and all interested parties in a cooperative effort be included to work through the remaining potential design changes to meet the functionality and design objectives of the program; seconded by Vice Mayor Weldon.

#6 Motion made by Vice Mayor Weldon to accept the schematic design package as presented today with the changes made; seconded by Commissioner Cooper.

Jeffrey Blydenburgh, 204 Genius Drive, commented that the library should get 100% of the size of the building that they need and if that means the civic center has to be rebuilt later, keep the current one and build that later.

Kim Allen, 1800 W. Fawsett, asked if the proposed size of the library meets its needs because it was first determined that 50,000 square feet was needed.

Upon a roll call on Motion #1, Commissioners Seidel, Sprinkel, Cooper and Vice Mayor Weldon voted yes. The motion carried unanimously with a 4-0 vote.

Upon a roll call on Motion #2, Commissioners Seidel, Sprinkel, Cooper and Vice Mayor Weldon voted no. The motion carried unanimously with a 4-0 vote.

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

Upon a roll call on Motion #4, Commissioners Seidel, Sprinkel, and Cooper and Vice Mayor Weldon voted yes. The motion carried unanimously with a 4-0 vote.

Upon a roll call on Motion #5, Commissioners Seidel, Sprinkel, and Cooper and Vice Mayor Weldon voted yes. The motion carried unanimously with a 4-0 vote.

Upon a roll call on Motion #6, Commissioners Seidel, Sprinkel, and Cooper and Vice Mayor Weldon voted yes. The motion carried unanimously with a 4-0 vote.

Public Comments (items not on the agenda)

There were no comments made.

Recess
A recess was taken from 5:21 – 5:32 p.m.

c. Library and Events Center and MLK Park proposed name, logo and design for the campus

Mark Calvert, Evolve Design Group, New England Avenue addressed the branding exercise and presented color palette options for the project. Vice Mayor Weldon spoke about his preference to include the City's logo to identify the facility as a Winter Park facility. He stated their role is to accept the judgment of the task force who made the recommendations. He stated he is willing to support the concept of the Winter Park Canopy with the sub-venue identifications as presented. Commissioner Sprinkel agreed and stated she does not want to be involved in the color scheme.

After further comments regarding the inclusion of the City seal, Communications Director Clarissa Howard offered a suggestion to use the colors from our seal and the font used for Winter Park above each Canopy name. Ms. Howard also clarified that they are not replacing the names of the facilities or names of the campus; the Winter Park Library (at the Canopy) will remain as well as the Martin Luther King, Jr. Park (at the Canopy).

After further discussion regarding the naming of the campus and the amenities within the campus (MLK Park, Rollins softball, etc.) there was clarification that they are not trying to replace any names of the existing amenities.

Motion made by Vice Mayor Weldon to table this until the next meeting for further discussion, seconded by Commissioner Cooper and carried unanimously with a 4-0 vote.

Public Hearings:

a. ORDINANCE NO. 3107-18: 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 ESTABLISH COMMERCIAL FUTURE LAND USE ON THE ANNEXED PROPERTY AT 1562 WEST FAIRBANKS AVENUE AND TO INDICATE THE ANNEXATION ON THE OTHER MAPS WITHIN THE COMPREHENSIVE PLAN, MORE PARTICULARLY DESCRIBED HEREIN. Second Reading

b. ORDINANCE NO. 3108-18: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO ESTABLISH COMMERCIAL (C-3) ZONING ON THE ANNEXED PROPERTY AT 1562 W. FAIRBANKS AVENUE, MORE PARTICULARLY DESCRIBED HEREIN Second Reading

Public hearings 'a' and 'b' were presented simultaneously. Attorney Ardaman read both ordinances by title.

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

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

c - e. Requests of Ansaka, LLC:

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 OFFICE FUTURE LAND USE DESIGNATION TO A MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE DESIGNATION ON THE PROPERTY AT 1835 ALOMA AVENUE, MORE PARTICULARLY DESCRIBED HEREIN PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE First Reading

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE FROM OFFICE (O-2) DISTRICT ZONING TO MEDIUM DENSITY MULTIPLE-FAMILY RESIDENTIAL (R-3) DISTRICT ZONING ON THE PROPERTY AT 1835 ALOMA AVENUE AND FROM SINGLE FAMILY (R-1A) DISTRICT ZONING TO PLANNED UNIT RESIDENTIAL (PURD) DISTRICT ZONING ON THE PROPERTIES AT 1791, 1801, 1811 AND 1821 ALOMA AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE First Reading

Request of Ansaka, LLC for preliminary and comprehensive development plan and subdivision approval for a planned unit residential development of 18 two story, fee-simple, townhouses to be developed collectively on the properties located at 1791, 1801, 1811, 1821 and 1835 Aloma Avenue.

Attorney Ardaman read both ordinances by title. Planning Manager Jeff Briggs summarized the current single family properties on the site zoned R-1A and the Office zoning of the property at 1835 Aloma Avenue. He addressed the request to change the office property to R-3 zoning and to take the other four properties that are single family and change to PURD to do a unified development for 18 townhomes. He addressed the proposed site and the access in and out of the project. He spoke about what could happen with the property if this request is not approved because the property will be redeveloped and the traffic generation of

those alternatives. Given that the same amount of traffic will result from what can currently be built and the proposed use, the staff and P&Z Board had recommended approval because the large 1.8 acre site on a State Highway with 45,000 cars a day seemed like an appropriate location for townhomes. Mr. Briggs answered questions of the Commission regarding what can be built if this is not approved. Commissioners disclosed conversations with the applicant, staff, residents or Fifth Third Bank representatives.

Applicant Andrew Ryan, owner/developer of the project, presented the project overview and summarized the meetings they held with neighbors, their detailed plan submissions and why they felt that this would be a very good redevelopment opportunity. He answered questions and concerns of the Commission. Mr. Ryan stated that he understood the project had opposition and as an alternative he also presented options for consideration to either 1) Approve the proposed project with 18 fee simple townhomes or 2) approve the proposed project with reduced density (15 versus 18 townhomes); 3) Decline the proposed project and they will move forward with a Residential and Office project; or 4) To conditionally approve an alternate plan and go back to P&Z with 6 SF/8 TH project plan.

Commissioner Cooper commented about not being prepared to move forward without evaluating the options presented, did not want to violate our Comprehensive Plan and believed keeping Office zoning is appropriate for this location, and was not in favor of using PURD zoning. She outlined the variances need to use the PURD zoning and stated the property will be developed and hoped that cross access easements between the properties will be obtained because of the high number of accidents at Lakemont and Aloma Avenues.

Commissioner Seidel spoke about the need for access easements through to the office property and that the property owners have also tried to obtain the easements. He asked if anything can be done with the Fifth Third Bank property that was obtained long ago but has done nothing with it. He commented about making a connection to Lakemont Avenue through the bank property that can relieve a lot of the traffic concerns and hopefully reduce accidents. He stated he would like to see the western most lot remain zoned R-1A with potentially two homes so that there was defined end line and the townhouse creep would not continue.

Commissioner Sprinkel indicated that she was happy that they have a local person wanting to develop this property and to make this a more attractive spot. She expressed concerns with turning left from Aloma into these properties and forcing traffic into the neighborhood behind there. She disagreed with the current request but wanted to see something for those who have worked so hard to bring forth a good project. She hoped they can bring forth something workable that they can approve.

Vice Mayor Weldon read comments he had that only property owners bring development proposals forward and that all Commissioners must vote on everything unless there is a conflict of interest and they try to keep the best interest in mind for the City and residents. He stated while he will not be voting to approve 18 townhomes he believed it wise to explore alternatives that do not require a zoning change.

The following spoke in opposition to the request because of various concerns with either traffic, character of the neighborhood changing, accessibility, or against comprehensive plan changes:

Tony Gray, 452 Sylvan Drive (okay with lesser number of townhomes)
Laura Bermudez, 1750 Edwin Boulevard
Jim Cook, 1444 Grove Terrace
Beth Hall, 516 Sylvan Drive
Fred Kungenhagen, 688 N. Phelps Avenue
Stephen Hightower, 1630 Lasbury Avenue
Peter Gottfried, 1841 Carollee Lane
Meredith Murphy, 1770 Windsor Drive
Dena Jalbert, 1860 Bryan Avenue
Kimberly Murphy, 1835 Bryan Avenue
Ruth Heine, 2358 Summerfield Road
Cathy Cook, 1770 Edwin Boulevard
Nora Sanchez, 1790 Edwin Boulevard
Laura Laboda, 1765 Edwin Boulevard
Kim Abbott, 1835 Edwin Boulevard
Lisa Coney, 2936 Sanbina Street
Kevin Klein, 1740 Edwin Boulevard
Sue Masselink, 1308 Alberta Drive
Rick Moore, 1800 and 1810 Edwin Boulevard
Mary Randall, 1000 S. Kentucky Avenue
Terry Bryant, 1831 Windsor Drive
Kim Allen, 1800 W. Fawsett Road
Joel Greenstein, 1741 Edwin Boulevard
Donna Colado, 327 Beloit Avenue

After public comments, Mr. Ryan stated he cannot improve the traffic issue and whatever is built there would create more traffic than exists today. He said that they have spent an enormous amount of time, effort and resources into designing what they believe is a good project. He stated if they come back before the Commission who is going to reject another project, they prefer to go with the approved zoning and begin working on an office building and thus would like some direction from the City Commission.

All of the Commission members voiced that they were uncomfortable trying to negotiate a compromise plan tonight from the dais. That effort needs to be

undertaken with staff and neighbor input. After further comments by the Commission, **motion made by Commissioner Sprinkel to table this item to a time uncertain; seconded by Commissioner Cooper.** Mr. Ryan agreed with the action to table the item to allow time to meet individually with Commissioners, work with the design team to see what can be offered, and then decide what they will do. **Upon a roll call vote, the motion carried with unanimously with a 4-0 vote.**

Recess

A recess was taken from 7:55 – 8:05 p.m.

f. Request of Deshpande, Inc. for final plat approval of a 30 lot, single-family subdivision from the current properties of 613/621/629 Ellen Drive and 503/511/519/524/525/532/600/601/604/618/619/624 Country Club Drive, with lot dimension variances requested for five lots, on properties zoned R-2

Planning Manager Jeff Briggs summarized the background of the project and the plat for 30 single family homes including nine (9) single family lakefront homes. He stated the developer is providing a new stormwater system that does not exist today, water upgrades, sanitary sewer, underground electric, sidewalks, and traffic calming. He stated that all the lakefront homes have to go before the Planning and Zoning Board that reviews the grade, stormwater retention, tree preservation, and preservation and views of the lake. He stated tree preservation is part of the approval process and the ones to be preserved have special setback considerations for those lots only.

Discussion ensued from the Commission about the process for determining lakefront setbacks and protection of the view of a lake. Mr. Briggs spoke about the case by case requests that the Planning and Zoning Board reviews. He suggested that since P&Z is performing this role, the Commission could make it in this context, a recommendation from P&Z and then the Commission can make those judgment calls. It was clarified that it would only apply to Lots 3, 4, and 9.

Motion made by Commissioner Sprinkel to approve the project as presented with the conditions indicated; seconded by Vice Mayor Weldon.

Attorney Tara Tedrow, Lowndes Drosdick Kantor and Reed law firm, provided a presentation consisting of the background and history of the project, the modification to the preliminary plat, and their request for approval of the final plat. She indicated that all of the conditions requested by P&Z had been implemented within the final plat and plat notes, leaving just conditions #2 and #7 to be implemented by the City Commission. Those were architectural diversity of the future homes and the requirement to construct speed humps.

The following spoke:

Gillian Higgins, 613 Country Club Drive, asked to preserve her oak tree in her front yard. Don Marcotte, Assistant Public Works Director, commented that they reviewed the design with Urban Forester Dru Dennison and that there will be clear protection of tree roots if the storm pipe there is moved. Ms. Higgins was advised to communicate with staff throughout the process. She commented about the lack of communication with the developer and asked that this happen.

Todd Weaver, 1051 Lake Bell Drive, spoke in favor of the request because the developer is not asking for the maximum on everything or rezoning.

David Robold, 612 Country Club Drive, opposed the project because of concerns with the setbacks being proposed that will potentially block his view of the lake. He asked that a setback from the lake be established on the properties next to his (Lots 3, 4, and 9) to include any structures (pools, gazebos, tennis courts, etc.). He submitted information for the record and the surveyor's plot.

Alison Yurko, Attorney for David Robold, P.O. Box 2286 Winter Park, stated they will withdraw their request for an independent review from the surveyor based on the understanding that the City surveyor has reviewed it and is consistent with the plat. She thanked the developer for agreeing to the traffic calming. The only remaining issue for them was the setback for the lakefront that they asked to be 75' (proposed an additional condition: "any structure, as defined in section 58-87(d) of the City code shall be set back a distance of at least 75.87 feet from the ordinary high water line for lots 3, 4 and 9").

Applicant Mr. Deshpande spoke in favor of his request and about the setback of the house being 70' from the lake. He stated he does not want to obstruct any view because of a swimming pool.

Attorney Tedrow clarified they are not going to be touching anything on the 613 property because they do not own that property and that they are happy to have the condition that states what the City code establishes. She stated our code provides a formula and they do not have to come up with one tonight. She spoke about Mr. Robold's survey where no homes are setback 50'. She stated they will agree to a minimum of a 60' of a building structure being setback off the property line.

Motion amended by Vice Mayor Weldon that the plans for the lakefront lots 3, 4, and 9 with regard to lakefront views be reviewed by the Planning and Zoning Board under the existing process and that their determination will come to the City Commission on those lots for a final approval; seconded by Commissioner Sprinkel. Upon a roll call vote, Vice Mayor Weldon and Commissioners Seidel, Sprinkel and Cooper voted yes. The motion carried unanimously with a 4-0 vote.

Upon a roll call vote on the main motion, Vice Mayor Weldon and Commissioners Seidel, Sprinkel and Cooper voted yes. The motion carried unanimously with a 4-0 vote.

g. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CERTAIN PROVISIONS OF ARTICLE IV, SIGN REGULATIONS OF THE CITY OF WINTER PARK LAND DEVELOPMENT CODE TO REVISE THE REGULATIONS FOR TEMPORARY AND PROHIBITED SIGNS, REVISING THE DEFINITIONS FOR SIGNS, PROVIDE MORE SPECIFICITY AND CLARITY TO EXISTING SIGN REGULATIONS; AND AMENDING SECTION 1-24, SCHEDULE OF VIOLATIONS AND PENALTIES, RELATING TO SNIPE SIGNS; AND PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS AND AN EFFECTIVE DATE First Reading

Attorney Ardaman read the ordinance by title. Planning Manager Jeff Briggs summarized the amendments.

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

Commissioner Cooper spoke against allowing murals. Fire Chief Jim White provided information on murals within the City.

Motion amended by Commissioner Cooper to delete the allowance for sandwich boards. Motion failed for lack of a second.

Motion amended by Commissioner Cooper to prohibit murals on our commercial businesses. Motion failed for lack of a second.

Motion amended by Commissioner Cooper to limit the size of the murals to no more than 25% of the first floor surface on one side of the building facing the road. Motion failed for lack of a second.

Motion amended by Commissioner Cooper to limit the murals to the first 45% of the first floor only on the sides facing the roads; seconded by Commissioner Seidel.

Betsy Gardner Eckbert, Winter Park Chamber of Commerce, thanked staff for working with the business community on this ordinance and coming up with a workable solution. She endorsed the ordinance as amended.

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

Upon a roll call vote on the main motion with the amendment, Vice Mayor Weldon and Commissioners Seidel, Sprinkel and Cooper voted yes. The motion carried unanimously with a 4-0 vote.

City Commission Reports:

Commissioner Seidel – Congratulated Vice Mayor Weldon for being appointed Vice Mayor for another year. He stated he will be out of the country for the next meeting. He asked for information ahead of time for the CRA Agency meeting scheduled before the next Commission meeting. He commented about the student walkout of the schools on April 20 regarding gun control throughout the country.

Commissioner Sprinkel – Reported she will be absent the last meeting in June. Thanked staff for coordinating all the Proclamations that come to the City.

Commissioner Cooper – No report.

Commissioner Weldon – No report.

Mayor Leary – Absent.

The meeting adjourned at 9:22 p.m.

_____
Mayor Steve Leary

ATTEST:

_____
City Clerk Cynthia S. Bonham, MMC

city commission agenda item

item type Consent Agenda	meeting date 4/23/2018
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:

1. Layne Inliner, LLC - Renewal of existing piggyback of City of Orlando contract #IFB15-0017 – Storm Line Rehabilitation Cleaning & Video Recording; $600,000
2. Aquatic Weed Control, Inc. - Piggyback of Orange County contract #Y18-178 – Aquatic Restoration & Management Services; $125,000
3. Neopost USA, Inc. - Renewal of existing piggyback of State of Florida contract #44102100-17-1 – Mail Processing Equipment - for city-wide postage and equipment maintenance; $15,000

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 budget.

ATTACHMENTS:

Description	Upload Date	Type
Piggyback Contracts	4/17/2018	Cover Memo

city commission agenda item

item type	Piggyback Contracts	meeting date	April 23, 2018
prepared by department division	Procurement Division	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

Piggyback Contracts

	vendor	item | background	fiscal impact	motion | recommendation
1.	Layne Inliner, LLC	Renewal of existing piggyback of City of Orlando contract #IFB15-0017 – Storm Line Rehabilitation Cleaning & Video Recording	Total expenditure included in approved FY18 budget. Amount: $600,000	Commission approve the renewal and authorize the Mayor to execute.
	A formal solicitation was issued to award this contract.			
2.	Aquatic Weed Control, Inc.	Piggyback of Orange County contract #Y18-178 – Aquatic Restoration & Management Services	Total expenditure included in approved FY18 budget. Amount: $125,000	Commission approve the piggyback agreement and authorize the Mayor to execute.
	A formal solicitation was issued to award this contract.			
3.	Neopost USA, Inc.	Renewal of existing piggyback of State of Florida contract #44102100-17-1 – Mail Processing Equipment	Total expenditure included in approved FY18 budget. Amount $10,000	Commission approve the renewal and authorize the Mayor to execute.
	Agreement to be extended through February 19, 2022 in accordance with the State contract.			

city commission agenda item

item type Consent Agenda	meeting date 4/23/2018
prepared by Purchasing	approved by City Manager
board approval final vote	
strategic objective Fiscal Stewardship	

subject

Approve the following contract and authorize the Mayor to execute:

1. Sensys Gatso USA, Inc. - Amendment to RFP-13-2009 – Red Light Safety Enforcement System – extending the contract for an additional 3 years; $335,000 annually.

motion / recommendation

Commission approve the item as presented.

background

A formal solicitation was issued to award this contract.

alternatives / other considerations

N/A

fiscal impact

Total expenditure included in approved FY18 budget. Previous contract price was $403,200 annually, new annual price is $335,000.

ATTACHMENTS:

Description	Upload Date	Type
Contracts	4/17/2018	Cover Memo

city commission agenda item

item type	Contracts	meeting date	April 23, 2018
prepared by department division	Procurement Division	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

Contracts

	vendor	item | background	fiscal impact	motion | recommendation
1.	Sensys Gatso USA, Inc.	Amendment to RFP-13-2009 – Red Light Safety Enforcement System – extending the contract for an additional 3 years	Total expenditure included in approved FY18 budget. Amount: $375,000	Commission approve the Amendment and authorize the Mayor to execute.
	A formal solicitation was issued to award this contract. Total expenditure for FY19 – 20 will be $335,000 per year.			

city commission agenda item

item type Consent Agenda	meeting date 4/23/2018
prepared by Purchasing	approved by
board approval final vote	
strategic objective Fiscal Stewardship	

subject

Approve the following purchase and authorize the execution of a purchase order:

1. Environmental Products of Florida Corp. - Purchase of a Vactor 2100 Plus HXX – Hydro-excavator mounted on a freightliner 114SD chassis; $413,631

motion / recommendation

Commission approve the item as presented.

background

A formal solicitation was issued to award this purchase.

alternatives / other considerations

N/A

fiscal impact

Total expenditure included in approved FY18 budget.

ATTACHMENTS:

Description	Upload Date	Type
Purchases $75,000+	4/17/2018	Cover Memo

city commission agenda item

item type	Purchases over $75,000	meeting date	April 23, 2018
prepared by department division	Procurement Division	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

Purchases over $75,000

	vendor	item | background	fiscal impact	motion | recommendation
1.	Environmental Products of Florida Corp.	Purchase of a Vactor 2100 Plus HXX – Hydro-excavator mounted on a freightliner 114SD chassis	Total expenditure included in approved FY18 budget. Amount: $413,631	Commission approve the purchase and authorize the execution of a purchase order.
	Purchase being made utilizing Florida Sheriff's Association contract #FSA17-VEH15.0.			

city commission agenda item

item type Action Items Requiring Discussion	meeting date 4/23/2018
prepared by Public Works	approved by City Manager, City Attorney
board approval no final vote	
strategic objective Investment in Public Assets and Infrastructiure	

subject

Lake Killarney Shores Reimbursement Agreement

motion / recommendation

Staff recommends executing the reimbursement agreement.

background

Lake Killarney, LLC, intends to develop real property as described in the attached plat approved by the City Commission on 4/9/2018.
The streets in this neighborhood were privately owned until 2006 when the city took over the ownership. The right-of-way and paved streets are very narrow with sub-standard drainage, utility infrastructure and currently has no stormwater treatment. The developer dedicated by plat one of his developable lots for stormwater treatment which will serve his private development, as well as the untreated existing paved streets. He also dedicated a 10 ft. utility and sidewalk easement along the street. Within this easement area he will install an upgraded water main and sidewalk.
In 2015 the City identified and approved a stormwater CIP for Lake Killarney outfalls to provide treatment of stormwater currently draining to Lake Killarney untreated. Staff agrees that the stormwater pond, proposed by the developer, will provide sufficient treatment for the streets within the proposed development. Also, we agree that this project will provide for the much needed watermain upgrades outside of the paved streets within the easement. Therefore, the agreement was drafted for cost sharing of the drainage and utilities as described.

The developer shall design, permit (including water management district permits and right-of-way permits) and construct infrastructure improvements benefitting the development and the City. The improvements to be constructed within the right of way include curbing, drainage, water and sewer facilities.
The design plans for the improvements will be reviewed and approved prior to installation and construction. The portions of the improvements intended to be

owned, operated and maintained by the City subsequent to their completion by the developer shall be installed within public rights-of-way or City easements in locations acceptable to the City.
Provided the improvements are properly installed and completed to the City's satisfaction and the other conditions of payment set forth in this agreement are met, the City agrees to reimburse the developer for a portion of the costs of such improvements.
From a Public Works standpoint the streets to be reconstructed are currently substandard with no stormwater treatment, no curbing and minimal drainage facilities. Staff recommends the reimbursement of the drainage infrstructue (materials only) and half the curbing installation.

The methodology utilized for this reimbursement is tailored to provide support only for the improvement of drainage and stormwater treatment since the existing road base and asphalt are sufficient for current and proposed utilization. This results in a significantly lower value per linear ft. in this proposed agreement than the previously approved agreement with Ravaudage where the road base and asphalt are also deficient for the proposed utilization, ($62/LF for Killarney Shores vs. $191/LF for Ravaudage.)

The water main upgrades replace existing small diameter water mains and substandard galvanized steel and asbestos cement pipe materials that have been on our proposed improvement list for several years. These upgrades increase the long term reliability of the water mains and increase delivery pressure for firefighting purposes. The Utility Department will reimburse the developer for the City's estimated in-house costs for the water system improvements. The developer is paying for all costs associated with the new sanitary collection system, with the exception of laterals for future connections at properties fronting the new sewer main. This will prevent future disruption and patching new the new asphalt. Staff recommends approval of the reimbursement for the water and sanitary sewer improvements in Exhibit C.
In summary, staff feels this is a good partnership to share in the upgrade cost of deficient city infrastructure above and beyond what the developer would otherwise be required to perform.

alternatives / other considerations

Deny the reimbursement to the developer.

fiscal impact

Funding for drainage related items will be from the city's stormwater capital fund utilizing previously approved, unspent funds allocated for Lake Killarney treatment. These costs are detailed in Exhibit B of the agreement.

See Exhibit B & C

ATTACHMENTS:

Description	Upload Date	Type
Agreement	4/16/2018	Cover Memo
Approved Plat	4/12/2018	Cover Memo

_____, 201_

VIA E-MAIL AND REGULAR MAIL
Lake Killarney, LLC
Attn: Anil Deshpande
5401 S. Kirkman Road,
Suite 640
Orlando, FL 32819

Re: Lake Killarney Shores Reimbursement Agreement (this "Agreement")
Drainage, Curbing, Potable Water and Sanitary Sewer Lateral Improvements

Dear Mr. Deshpande:

Based on your representations, it is the City of Winter Park's ("City") understanding that Lake Killarney, LLC, a Florida limited liability company ("Developer") is the contract purchaser of and intends to develop that certain real property located in the City of Winter Park, as more fully described in and attached as Exhibit "A" (the "Property"). The Property is intended to be redeveloped as a thirty-one lot residential subdivision, per a proposed Lake Killarney Shores replat (the "Project"); which replat will be recorded in the public records of Orange County, Florida pending review and final approval from the City.

As part of and during the construction and installation of the site infrastructure improvements for the Project, the Developer shall have designed, obtain all permits (including water management district permits and right-of-way permits) for and construct certain infrastructure improvements supporting and benefitting the Project, other properties proximate thereto and the public right-of-way, such as curbing, water and utility facilities, stormwater ponds, driveway extensions, and other drainage facilities as set forth on Exhibit "B" and Exhibit "C" attached hereto (the "Improvements").

The design plans for the Improvements must be submitted to the City for review and approval prior to installation and construction of the Improvements. The portions of the Improvements intended to be owned, operated and maintained by the City subsequent to their completion by the Developer shall be installed within public rights-of-way or City easements in locations acceptable to and approved by the City. To the extent a portion of the Improvements intended to be owned, operated and maintained by City are not placed within existing public rights-of-way or City easements, Developer shall cause the conveyance of necessary rights-of-way and easements to the City for such improvements and purposes as part of the final plat approval process.

Provided the Improvements are properly installed and completed to the City's reasonable satisfaction and the other conditions of payment set forth in this Agreement are met, then the City agrees to reimburse the Developer for a portion of the costs of such Improvements ("Reimbursement Payment") as follows:

1. The City shall reimburse Developer for 50% of the direct cost of the labor and materials necessary for the curbing along Country Club Drive and Ellen Drive, as set forth on Exhibit "B", which reimbursement amount shall not exceed $32,061.00.

2. The City shall reimburse the Developer for the direct costs of the materials required to construct the stormwater drainage facilities in Country Club and Ellen Drive, as set forth on Exhibit "B", which reimbursement amount shall not exceed $70,974.50.

3. The City shall reimburse the Developer the total amount set forth on Exhibit "C" for the cost to construct a portion of the water distribution system and certain sanitary sewer laterals, which reimbursement amount shall not exceed $77,242.00. Reimbursement excludes water and sewer impact fees and applicable City fees.

Thus, the City's maximum Reimbursement Payment under this Agreement shall be no greater than One Hundred Eighty Thousand Two Hundred Seventy-Seven and 50/100 ($180,277.50), unless otherwise agreed to in writing by the City and Developer. All costs of the design, permitting and construction of Improvements exceeding the Reimbursement Payment shall be borne by the Developer. Further, all other infrastructure improvements needed to support the Project shall be borne by the Developer.

Since Developer is completing construction of the Project, public bidding is not required. As a condition of the final completion of the Improvements and the City's Reimbursement Payment, Developer shall cause: (i) the design engineer of record for the Improvements to issue a written signed and sealed certification to the City declaring that the 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, for all the Improvements within the City's rights-of-way and utilities easements, and (iii) the execution of a bill of sale (in a form acceptable to the City) to the City for the portion of the Improvements to be owned, operated and maintained by the City. When the term "Final Completion" is used herein, it shall mean that the Improvements have been fully completed, are fully functional, that the City has accepted the Improvements and that all the other conditions set forth in this Agreement for disbursement of the reimbursement payment to Developer have occurred.

Upon Final Completion of the Improvements, Developer shall invoice City for amounts due to Developer by City along with providing written documentation supporting the amounts claimed. Provided Final Completion has occurred, City shall make the Reimbursement Payment to Developer within thirty (30) days of receiving the invoice and Developer submitting all documentation required by City for the same.

No certificates of completion for the Project site work or certificates of occupancy for Project buildings and structures shall be issued unless and until Final Completion of the Improvements occurs in material compliance with the City's and other applicable governments' (e.g. FDEP and SJRWMD) regulations, specifications, policies and requirements and the terms and conditions of this Agreement. Developer remains responsible for the Final Completion of the Improvements regardless of the recording of the Project's final plat and conveyance of right-

of-way and easements to the City for which the Improvements or a portion thereof may be located, provided Developer, or its successors or assigns, close on the purchase of the Property.

As part of the Project's final plat, the Developer shall cause the dedication of a non-exclusive drainage easement to the City over, under and through the Project's stormwater retention tract (labeled as "Tract 'A'" on the plat) for the conveyance, storage and treatment of stormwater for the benefit of public rights-of-way and properties in the area conveying stormwater to the public rights-of-way in accordance with SJRWMD requirements. The City shall have no obligation for the operation, maintenance or repair of the Project's stormwater retention Tract "A", as such Tract "A" is to be dedicated to the Lake Killarney Shores Homeowners' Association, Inc. for maintenance of the same.

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 and agents do not make or record claims against such property. To the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, construction liens, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Developer or its officers, directors, employees, agents, contractors and subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable regarding the design, permitting or constructing of the Improvements and Project, the breach of any of Developer's obligations pursuant to or any breach in the exercise of rights under the agreement set forth herein; excepting those claims, suits, judgments, demands, liabilities, damages, construction liens, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part due to the negligence of the City and its officials, agents, and employees. Nothing contained herein 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. The provisions of this paragraph shall survive termination of this Agreement.

The terms hereof shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto. The provisions of this Agreement are for the exclusive benefit of the parties and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless expressly provided. This Agreement sets forth the entire agreement of City and Developer with respect to the subject matter hereof and cannot be altered, amended or modified except in writing signed by City and Developer. If, for any reason, the Improvements necessary for the Project are not commenced and constructed within two (2) years of the date of this Agreement, the agreements contained herein shall be null and void.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Accepted and Agreed to by the City of Winter Park, Florida:

_____
Steve Leary, Mayor
Date: _____

ATTEST:

_____
Cynthia S. Bonham, City Clerk
Date: _____

The undersigned, Lake Killarney, LLC, hereby joins in the execution of this Agreement to agree with and consent to the terms hereof.

Lake Killarney, LLC, a Florida limited liability corporation

_____

Anil Deshpande, Manager

Date: _____

EXHIBIT "A"

LAKE KILLARNEY LEGAL DESCRIPTION:

PARCELS OF LAND BEING A PORTION OF LOTS 1 AND 4, LORD'S SUBDIVISION, AS RECORDED IN PLAT BOOK P, PAGE 89, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING WITHIN SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(1ST DESCRIBED)

BEGIN AT A IRON PIPE (NO ID) MARKING THE NORTHEAST CORNER OF THAT PARTICULAR PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6449, PAGE 2972, (FOR A POINT OF REFERENCE, SAID POINT IS THE FOLLOWING THREE (3) COURSES FROM THE NORTHEAST CORNER OF SAID LOT 1, LORD'S SUBDIVISION: (1) SOUTH 88°48'25" WEST, A DISTANCE OF 192.85 FEET (2) SOUTH 00°08'22" EAST, A DISTANCE OF 270.14 FEET, AND (3) NORTH 88°48'25" EAST, A DISTANCE OF 165.00 FEET). THENCE, FROM SAID POINT OF BEGINNING, RUN SOUTH 00°51'00" EAST, ALONG THE WESTERLY LINE OF THOSE PARTICULAR PROPERTIES AS DESCRIBED IN OFFICIAL RECORDS BOOK 4184, PAGE 1708 AND BOOK 10684, PAGE 7897, FOR A DISTANCE OF 115.36 FEET; THENCE RUN SOUTH 00°00'00" EAST, ALONG THE WESTERLY LINE OF THOSE PARTICULAR PROPERTIES AS DESCRIBED IN OFFICIAL RECORDS BOOKS 10684, PAGE 7897; BOOK 7711, PAGE 4825; AND BOOK 9605, PAGE 2646, FOR A DISTANCE OF 199.59 FEET; THENCE CONTINUE SOUTH 20°28'36" EAST, ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 12.83 FEET; THENCE CONTINUE SOUTH 69°08'54" WEST, FOR A DISTANCE OF 4.80 FEET; THENCE RUN SOUTH 00°00'00" EAST ALONG THE WESTERLY LINE OF THOSE PARTICULAR PROPERTIES AS DESCRIBED IN OFFICIAL RECORDS BOOKS 9605, PAGE 2646; BOOK 10658, PAGE 3768; BOOK 10450, PAGE 32; BOOK 9838, PAGE 8700; AND BOOK 9247, PAGE 4865, FOR A DISTANCE OF 506.96 FEET TO A POINT ON THE NORTH LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 4425, PAGE 366; THENCE RUN NORTH 89°32'17" WEST, ALONG SAID NORTH PROPERTY LINE, FOR A DISTANCE OF 27.80 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE SOUTH 00°01'28" WEST, ALONG THE WESTERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 119.05 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORD BOOK 9126, PAGE 2378 (KNOWN AS COUNTRY CLUB DRIVE); THENCE RUN ALONG THE NORTHERLY AND EASTERLY LINES OF SAID PROPERTY (COUNTRY CLUB DRIVE) THE FOLLOWING EIGHT (8) COURSES: (1) NORTH 82°56'13" WEST, FOR A DISTANCE OF 43.61 FEET; (2) NORTH 67°02'46" WEST, FOR A DISTANCE OF 32.85 FEET; (3) NORTH 44°29'39" WEST, FOR A DISTANCE OF 29.31 FEET; (4) NORTH 19°26'25" WEST, FOR A DISTANCE OF 36.63 FEET; (5) NORTH 10°13'52" WEST, FOR A DISTANCE OF 160.05 FEET; (6) NORTH 00°07'50" EAST, FOR A DISTANCE OF 260.46

FEET; (7) NORTH 21°40'44" WEST, FOR A DISTANCE OF 80.00 FEET; (8) NORTH 19°29'40" WEST, FOR A DISTANCE OF 100.16 FEET TO THE MOST SOUTHERLY CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9750, PAGE 4747; THENCE DEPARTING SAID EASTERLY PROPERTY LINE (COUNTRY CLUB DRIVE), RUN NORTH 63°30'30" EAST, ALONG THE SOUTHERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9750, PAGE 4747, FOR A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 24°01'54" WEST, ALONG THE EASTERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 138.85 FEET TO THE MOST NORTHERLY CORNER OF SAID PROPERTY; THENCE NORTH 55°10'58" WEST, FOR A DISTANCE OF 23.45 FEET TO A POINT ON THE EAST LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2925, PAGE 1746; THENCE RUN NORTH 00°08'22" WEST, ALONG THE EAST PROPERTY LINE OF THOSE PARTICULAR PROPERTIES AS DESCRIBED IN OFFICIAL RECORDS BOOK 2925, PAGE 1746 AND OFFICIAL RECORDS BOOK 10658, PAGE 4875, FOR A DISTANCE OF 83.56 FEET TO THE SOUTHWEST CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9126, PAGE 2378 (KNOWN AS ELLEN DRIVE), SAID POINT DESIGNATED HEREIN AS REFERENCE POINT "A"; THENCE RUN NORTH 88°48'25" EAST, ALONG THE SOUTH LINE OF SAID PROPERTY (ELLEN DRIVE) AND THE SOUTH LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORD BOOK 10056, PAGE 9292, FOR A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 145,116 SQUARE FEET OR 3.331 ACRES, MORE OR LESS.

ALONG WITH (2ND DESCRIBED):

COMMENCING AT THE AFOREMENTIONED REFERENCE POINT "A", BEING THE SOUTHWEST CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9126, PAGE 2378 (KNOWN AS ELLEN DRIVE); THENCE RUN SOUTH 63°27'11" WEST, FOR A DISTANCE OF 75.47 FEET TO THE MOST NORTHERLY CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10948, PAGE 2596, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE RUN SOUTH 48°02'57" WEST, ALONG THE NORTHWESTERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 135.24 FEET TO THE NORTHEASTERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9126, PAGE 2378 (KNOWN AS COUNTRY CLUB DRIVE), SAID POINT DESIGNATED HEREIN AS REFERENCE POINT "B"; THENCE NORTH 49°27'42" WEST, ALONG SAID NORTHEASTERLY PROPERTY LINE (COUNTRY CLUB DRIVE), FOR A DISTANCE OF 129.41 FEET, TO THE MOST SOUTHERLY CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9744, PAGE 4872; THENCE NORTH 47°05'24" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 158.91 FEET TO THE MOST EASTERLY CORNER OF SAID PROPERTY, SAID POINT ALSO LYING ON THE WESTERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10658, PAGE 4875; THENCE SOUTH 37°31'42" EAST, ALONG SAID WESTERLY PROPERTY LINE, FOR A DISTANCE OF

112.20 FEET; THENCE SOUTH 47°41'20” EAST, CONTINUING ALONG SAID WESTERLY PROPERTY LINE, FOR A DISTANCE OF 19.19 FEET, TO THE POINT OF BEGINNING.

CONTAINING 18,880 SQUARE FEET, OR 0.433 ACRES, MORE OR LESS.

ALONG WITH (3RD DESCRIBED):

COMMENCING AT A 3/4-INCH IRON PIPE (NO ID) BEING THE AFOREMENTIONED REFERENCE POINT “B”, THENCE RUN SOUTH 53°05'10" WEST, CROSSING SAID COUNTRY CLUB DRIVE (AS DESCRIBED IN OFFICIAL RECORD BOOK 9126, PAGE 2378), FOR A DISTANCE OF 37.19 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL AND THE POINT OF BEGINNING, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6642, PAGE 2836; THENCE RUN SOUTH 53°00'00” WEST, ALONG THE NORTHERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 164.27 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER LINE OF LAKE KILLARNEY; THENCE RUN NORTHWESTERLY ALONG SAID ORDINARY HIGH WATER LINE, THE FOLLOWING TWELVE (12) COURSES: (1) NORTH 27°05'50” WEST, FOR A DISTANCE OF 13.65 FEET; (2) NORTH 34°46'51” WEST, FOR A DISTANCE OF 18.32 FEET; (3) NORTH 32°27'29” WEST, FOR A DISTANCE OF 15.62 FEET; (4) NORTH 47°13'16” WEST, FOR A DISTANCE OF 33.98 FEET; (5) NORTH 43°42'48” WEST, FOR A DISTANCE OF 8.91 FEET; (6) NORTH 20°25'43” WEST, FOR A DISTANCE OF 4.18 FEET; (7) NORTH 05°55'13” WEST, FOR A DISTANCE OF 5.45 FEET; (8) NORTH 16°10'19” WEST, FOR A DISTANCE OF 4.13 FEET; (9) NORTH 66°35'18” WEST, FOR A DISTANCE OF 3.37 FEET; (10) NORTH 51°55'47” WEST, FOR A DISTANCE OF 21.23 FEET; (11) NORTH 53°20'21” WEST, FOR A DISTANCE OF 15.41 FEET; (12) NORTH 58°23'34” WEST, FOR A DISTANCE OF 9.98 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 7445, PAGE 911; THENCE NORTH 38°11'00” EAST, ALONG SAID SOUTHEASTERLY PROPERTY LINE FOR A DISTANCE OF 142.84 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORD BOOK 9126, PAGE 2378 (KNOWN AS COUNTRY CLUB DRIVE);THENCE SOUTH 48°42'32” EAST, ALONG SAID SOUTHWESTERLY LINE, FOR A DISTANCE OF 190.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 25,008 SQUARE FEET, OR 0.574 ACRES, MORE OR LESS.

ALONG WITH (4TH DESCRIBED):

COMMENCING AT A 3/4-INCH IRON PIPE (NO ID) BEING THE AFOREMENTIONED REFERENCE POINT “B”, THENCE RUN SOUTH 53°05'10" WEST, CROSSING SAID COUNTRY CLUB DRIVE (AS DESCRIBED IN OFFICIAL RECORD BOOK 9126, PAGE 2378), FOR A DISTANCE OF 37.19 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL; THENCE SOUTH 43°49'00” EAST, ALONG SAID SOUTHWESTERLY PROPERTY LINE, FOR A DISTANCE OF 102.04 FEET; THENCE SOUTH 22°14'49” EAST,

CONTINUING ALONG SAID PROPERTY LINE, FOR A DISTANCE OF 33.39 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 22°14'49" EAST, CONTINUING ALONG SAID PROPERTY LINE, FOR A DISTANCE OF 180.00 FEET TO AN ANGLE BREAK; THENCE SOUTH 26°43'08" EAST, CONTINUING ALONG SAID PROPERTY LINE, FOR A DISTANCE OF 45.70 FEET TO AN ANGLE BREAK; THENCE SOUTH 02°25'21" EAST, CONTINUING ALONG SAID PROPERTY LINE, FOR A DISTANCE OF 128.20 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6538, PAGE 4203; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN NORTH 90°00'00" WEST, ALONG THE NORTHERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 186.31 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER LINE OF LAKE KILLARNEY; THENCE RUN NORTHWESTERLY ALONG SAID ORDINARY HIGH WATER LINE THE FOLLOWING SIXTEEN (16) COURSES: (1) NORTH 14°46'36" EAST, FOR A DISTANCE OF 26.86 FEET; (2) NORTH 04°48'08" EAST, FOR A DISTANCE OF 13.31 FEET; (3) NORTH 02°52'30" WEST, FOR A DISTANCE OF 11.03 FEET; (4) NORTH 10°29'47" WEST, FOR A DISTANCE OF 8.06 FEET; (5) NORTH 22°47'37" WEST, FOR A DISTANCE OF 12.48 FEET; (6) NORTH 01°03'57" WEST, FOR A DISTANCE OF 10.96 FEET; (7) NORTH 13°32'39" WEST, FOR A DISTANCE OF 15.09 FEET; (8) NORTH 18°51'49" WEST, FOR A DISTANCE OF 40.94 FEET; (9) NORTH 25°09'04" WEST, FOR A DISTANCE OF 14.95 FEET; (10) NORTH 30°03'30" WEST, FOR A DISTANCE OF 23.57 FEET; (11) NORTH 32°19'44" WEST, FOR A DISTANCE OF 24.01 FEET; (12) NORTH 20°34'10" WEST, FOR A DISTANCE OF 19.67 FEET; (13) NORTH 24°51'44" WEST, FOR A DISTANCE OF 29.29 FEET; (14) NORTH 23°52'10" WEST, FOR A DISTANCE OF 17.25 FEET; (15) NORTH 31°28'23" WEST, FOR A DISTANCE OF 24.16 FEET; (16) NORTH 27°05'50" WEST, FOR A DISTANCE OF 6.15 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6642, PAGE 2836; THENCE RUN NORTH 71°31'12" EAST, ALONG SAID SOUTHERLY PROPERTY LINE, FOR A DISTANCE OF 190.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 58,782 SQUARE FEET, OR 1.349 ACRES, MORE OR LESS.
FOR AN AGGREGATE TOTAL OF 247,786 SQUARE FEET, OR 5.688 ACRES, MORE OR LESS.

TOGETHER WITH THAT CERTAIN EASEMENT RECORDED IN O.R. BOOK 3282, PAGE 2096, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

TOGETHER WITH THAT DECLARATION OF ACCESS AND UTILITY EASEMENT RECORDED IN O.R. BOOK 7464, PAGE 1949, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Said Property also being described as LAKE KILLARNEY SHORES, according to the plat thereof, as recorded in Plat Book _____, Pages _____ through _____, Public Records of Orange County, Florida.

LESS AND EXCEPT ANY PROPERTY DEDICATED TO THE CITY OF WINTER PARK.

EXHIBIT "B"

ENGINEER'S FINAL OPINION OF PROBABLE COST						
DAVE SCHMITT ENGINEERING, INC.						
PROJECT NAME: Lake Killarney						
Subj:	Final Cost Estimate (Material Cost Only)					
Proj No.:	DI-1				Created	5/10/2017
Prep. By:	BNE				Revised	8/21/2017
Chkd. By:	DMS					
ACCOUNT CODE	ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	EST QTY	CONST. COST
		Country Club Storm Drainage				
	1	18" RCP Pipe	LF	$17.00	301	$5,117.00
	2	24" RCP Pipe	LF	$22.00	386	$8,492.00
	3	Type P Curb Inlet	EA	$2,200.00	9	$19,800.00
	4	Storm Manhole	EA	$1,400.00	2	$2,800.00
		Subtotal Storm Drainage				$36,209.00
		Ellen Drive Storm Drainage				
	5	18" RCP Pipe	LF	$17.00	130	$2,210.00
	6	24" RCP Pipe	LF	$22.00	95	$2,090.00
	7	30" RCP Pipe	LF	$28.50	43	$1,225.50
	8	30" MES	EA	$1,400.00	1	$1,400.00
	9	Storm Manhole	EA	$1,400.00	2	$2,800.00
	10	Type P Curb Inlet	EA	$2,200.00	4	$8,800.00
		Subtotal Storm Drainage				$18,525.50
		Stormwater Pond				
	11	24" RCP Pipe	LF	$22.00	395	$8,690.00
	12	24" MES	EA	$1,200.00	1	$1,200.00
	13	Storm Manhole	EA	$1,400.00	3	$4,200.00
	14	Type C Control Structure with Weir & Orifice	EA	$2,150.00	1	$2,150.00
		Subtotal Storm Drainage				$16,240.00
		TOTAL MATERIAL COST				$70,974.50
		Other Items				
	15	Driveway Extensions	SY	$27.00	278	$7,506.00
	16	Type F Curb - 50%	LF	$17.00	830	$7,055.00
	17	Miami Curb - 50%	LF	$14.00	2500	$17,500.00
		Subtotal Misc				$32,061.00
		Total Costs				$103,035.50

*Unit cost is for material cost only based on contractors assumption of 50% is labor cost

EXHIBIT "C"

Potable Water System and Sewer Laterals Reimbursement Costs

DESCRIPTION	QTY	UNITS	TOTAL COST
6" C-900 Certa-Loc PVC	2235	LF	$40,483
2" Endopure PE	200	LF	$1,851
6" x 6" Tapping Valve & Sleeve	2	EA	$2,828
6"x6" MJ Tee	6	EA	$597
6"x2" Tapping Saddle	2	EA	$123
6" MJ 45*	23	EA	$1,303
2" Ball Valve (Brass)	2	EA	$642
2" Brass Fittings (Tee's - Y's)	8	EA	$1,055
6" Gate Valve	4	EA	$1,694
Hydrant Assembly	5	EA	$7,284
6"x1" Tapping Saddle	43	EA	$1,096
1" Corp Stop	43	EA	$1,723
1" Curb Stop	43	EA	$2,567
2" longside service casing	340	LF	$1,879
1" HDPE	750	LF	$1,601
Arch Box	2	EA	$242
Valve Box	6	EA	$465
Trace Wire	2235	LF	$664
Misc.MJ Restaint/Flange Kit	31	EA	$6,820
Sewer Laterals	9	EA	$2,327
TOTAL			$77,242

LAKE KILLARNEY SHORES

SHEET 1 OF 3

BEING A REPLAT OF PORTIONS OF LOTS 1 AND 4, LORD'S SUBDIVISION, AS RECORDED IN PLAT BOOK P, PAGE 89, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST CITY OF WINTER PARK, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION:

PARCELS OF LAND BEING A PORTION OF LOTS 1 AND 4, LORD'S SUBDIVISION, AS RECORDED IN PLAT BOOK P, PAGE 89, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING WITHIN SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(1ST DESCRIBED)

BEGIN AT A IRON PIPE (NO ID) MARKING THE NORTHEAST CORNER OF THAT PARTICULAR PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6448, PAGE 2972, (FOR A POINT OF REFERENCE, SAID POINT IS THE FOLLOWING THREE (3) COURSES FROM THE NORTHEAST CORNER OF SAID LOT 1, LORD'S SUBDIVISION: (1) SOUTH 88°48'25" WEST, A DISTANCE OF 192.85 FEET; (2) SOUTH 00°08'22" EAST, A DISTANCE OF 270.14 FEET, AND (3) NORTH 88°48'25" EAST, A DISTANCE OF 165.00 FEET); THENCE, FROM SAID POINT OF BEGINNING, RUN SOUTH 00°51'00" EAST, ALONG THE WESTERLY LINE OF THOSE PARTICULAR PROPERTIES AS DESCRIBED IN OFFICIAL RECORDS BOOK 4184, PAGE 1708 AND BOOK 10884, PAGE 7897, FOR A DISTANCE OF 115.36 FEET; THENCE RUN SOUTH 00°00'00 EAST, ALONG THE WESTERLY LINE OF THOSE PARTICULAR PROPERTIES AS DESCRIBED IN OFFICIAL RECORDS BOOKS 10884, PAGE 7897, BOOK 7711, PAGE 4825, AND BOOK 9805, PAGE 2648, FOR A DISTANCE OF 199.59 FEET; THENCE CONTINUE SOUTH 20°28'36" EAST, ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 12.83 FEET; THENCE CONTINUE SOUTH 89°08'54" WEST, FOR A DISTANCE OF 4.80 FEET; THENCE RUN SOUTH 00°00'00 EAST ALONG THE WESTERLY LINE OF THOSE PARTICULAR PROPERTIES AS DESCRIBED IN OFFICIAL RECORDS BOOKS 9805, PAGE 2648, BOOK 10858, PAGE 3788, BOOK 10450, PAGE 32, BOOK 9838, PAGE 8700, AND BOOK 8247, PAGE 4865, FOR A DISTANCE OF 508.98 FEET TO A POINT ON THE NORTH LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 4425, PAGE 366; THENCE RUN NORTH 89°32'17" WEST, ALONG SAID NORTH PROPERTY LINE, FOR A DISTANCE OF 27.80 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE SOUTH 00°01'28" WEST, ALONG THE WESTERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 119.09 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORD BOOK 9126, PAGE 2378 (KNOWN AS COUNTRY CLUB DRIVE); THENCE RUN ALONG THE NORTHERLY AND EASTERLY LINES OF SAID PROPERTY (COUNTRY CLUB DRIVE) THE FOLLOWING EIGHT (8) COURSES: (1) NORTH 82°56'13" WEST, FOR A DISTANCE OF 43.81 FEET; (2) NORTH 67°02'48" WEST, FOR A DISTANCE OF 32.85 FEET; (3) NORTH 44°29'39" WEST, FOR A DISTANCE OF 29.31 FEET; (4) NORTH 19°28'25" WEST, FOR A DISTANCE OF 36.63 FEET; (5) NORTH 10°13'52" WEST, FOR A DISTANCE OF 160.05 FEET; (6) NORTH 00°07'50" EAST, FOR A DISTANCE OF 280.48 FEET; (7) NORTH 21°40'44" WEST, FOR A DISTANCE OF 80.00 FEET; (8) NORTH 19°28'40" WEST, FOR A DISTANCE OF 100.16 FEET TO THE MOST SOUTHERLY CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9750, PAGE 4747; THENCE DEPARTING SAID EASTERLY PROPERTY LINE (COUNTRY CLUB DRIVE), RUN NORTH 63°36'30"EAST, ALONG THE SOUTHERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9750, PAGE 4747, FOR A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 26°01'04 WEST, ALONG THE EASTERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 136.85 FEET TO THE MOST NORTHERLY CORNER OF SAID PROPERTY; THENCE NORTH 55°10'56" WEST, FOR A DISTANCE OF 23.45 FEET TO A POINT ON THE EAST LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2925, PAGE 1746; THENCE RUN NORTH 00°08'22" WEST, ALONG THE EAST PROPERTY LINE OF THOSE PARTICULAR PROPERTIES AS DESCRIBED IN OFFICIAL RECORDS BOOK 2925, PAGE 1746 AND OFFICIAL RECORDS BOOK 10858, PAGE 4875, FOR A DISTANCE OF 83.56 FEET TO THE SOUTHWEST CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9126, PAGE 2378 (KNOWN AS ELLEN DRIVE), SAID POINT DESIGNATED HEREIN AS REFERENCE POINT 'A'; THENCE RUN NORTH 88°48'25" EAST, ALONG THE SOUTH LINE OF SAID PROPERTY (ELLEN DRIVE) AND THE SOUTH LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORD BOOK 10058, PAGE 9292, FOR A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 145,118 SQUARE FEET OR 3.331 ACRES, MORE OR LESS.

ALONG WITH (2ND DESCRIBED):

COMMENCING AT THE AFOREMENTIONED REFERENCE POINT 'A'; BEING THE SOUTHWEST CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9126, PAGE 2378 (KNOWN AS ELLEN DRIVE); THENCE RUN SOUTH 83°27'11 WEST, FOR A DISTANCE OF 75.47 FEET TO THE MOST NORTHERLY CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10948, PAGE 2596, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE RUN SOUTH 48°02'57" WEST, ALONG THE NORTHWESTERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 135.24 FEET TO THE NORTHEASTERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9126, PAGE 2378 (KNOWN AS COUNTRY CLUB DRIVE), SAID POINT DESIGNATED HEREIN AS REFERENCE POINT 'B'; THENCE NORTH 49°27'42" WEST, ALONG SAID NORTHEASTERLY PROPERTY LINE (COUNTRY CLUB DRIVE), FOR A DISTANCE OF 129.41 FEET, TO THE MOST SOUTHERLY CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 8744, PAGE 4872; THENCE NORTH 47°09'24" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 158.91 FEET TO THE MOST EASTERLY CORNER OF SAID PROPERTY, SAID POINT ALSO LYING ON THE WESTERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10858, PAGE 4875; THENCE SOUTH 37°31'42"EAST, ALONG SAID WESTERLY PROPERTY LINE, FOR A DISTANCE OF 112.20 FEET; THENCE SOUTH 47°41'20" EAST, CONTINUING ALONG SAID WESTERLY PROPERTY LINE, FOR A DISTANCE OF 18.19 FEET, TO THE POINT OF BEGINNING.

CONTAINING 18,860 SQUARE FEET, OR 0.433 ACRES, MORE OR LESS.

ALONG WITH (3RD DESCRIBED):

COMMENCING AT A 3/4-INCH IRON PIPE (NO ID) BEING THE AFOREMENTIONED REFERENCE POINT 'B'; THENCE RUN SOUTH 53°05'10" WEST, CROSSING SAID COUNTRY CLUB DRIVE (AS DESCRIBED IN OFFICIAL RECORD BOOK 9126, PAGE 2378), FOR A DISTANCE OF 37.19 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL AND THE POINT OF BEGINNING, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6842, PAGE 2836; THENCE RUN SOUTH 53°00'00 WEST, ALONG THE NORTHERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 164.27 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER LINE OF LAKE KILLARNEY; THENCE RUN NORTHWESTERLY ALONG SAID ORDINARY HIGH WATER LINE, THE FOLLOWING TWELVE (12) COURSES: (1) NORTH 27°05'50" WEST, FOR A DISTANCE OF 13.85 FEET; (2) NORTH 34°46'51" WEST, FOR A DISTANCE OF 18.32 FEET; (3) NORTH 32°27'29" WEST, FOR A DISTANCE OF 13.62 FEET; (4) NORTH 47°17'16 WEST, FOR A DISTANCE OF 33.98 FEET; (5) NORTH 43°47'48 WEST, FOR A DISTANCE OF 8.91 FEET; (6) NORTH 20°25'43 WEST, FOR A DISTANCE OF 4.18 FEET; (7) NORTH 05°55'13 WEST, FOR A DISTANCE OF 5.45 FEET; (8) NORTH 16°10'19 WEST, FOR A DISTANCE OF 4.13 FEET; (9) NORTH 60°35'38 WEST, FOR A DISTANCE OF 3.37 FEET; (10) NORTH 51°55'47 WEST, FOR A DISTANCE OF 21.23 FEET; (11) NORTH 53°20'21 WEST, FOR A DISTANCE OF 15.41 FEET; (12) NORTH 58°23'34 WEST, FOR A DISTANCE OF 8.88 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 7445, PAGE 911; THENCE NORTH 38°11'00" EAST, ALONG SAID SOUTHEASTERLY PROPERTY LINE FOR A DISTANCE OF 142.84 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORD BOOK 9126, PAGE 2378 (KNOWN AS COUNTRY CLUB DRIVE); THENCE SOUTH 48°42'32 EAST, ALONG SAID SOUTHWESTERLY LINE, FOR A DISTANCE OF 180.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 25,008 SQUARE FEET, OR 0.574 ACRES, MORE OR LESS.

ALONG WITH (4TH DESCRIBED):

COMMENCING AT A 3/4-INCH IRON PIPE (NO ID) BEING THE AFOREMENTIONED REFERENCE POINT 'B'; THENCE RUN SOUTH 53°05'10" WEST, CROSSING SAID COUNTRY CLUB DRIVE (AS DESCRIBED IN OFFICIAL RECORD BOOK 9126, PAGE 2378), FOR A DISTANCE OF 37.19 FEET, TO A POINT ON SAID SOUTHWESTERLY LINE OF SAID PARCEL; THENCE RUN SOUTH 43°49'20" EAST, ALONG SAID SOUTHWESTERLY PROPERTY LINE, FOR A DISTANCE OF 102.04 FEET; THENCE SOUTH 22°14'48"EAST, CONTINUING ALONG SAID PROPERTY LINE, FOR A DISTANCE OF 33.38 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 22°14'48" EAST, CONTINUING ALONG SAID PROPERTY LINE, FOR A DISTANCE OF 180.00 FEET TO AN ANGLE BREAK; THENCE SOUTH 67°47'08" EAST, CONTINUING ALONG SAID PROPERTY LINE, FOR A DISTANCE OF 45.70 FEET TO AN ANGLE BREAK; THENCE SOUTH 02°25'21 EAST, CONTINUING ALONG SAID PROPERTY LINE, FOR A DISTANCE OF 128.20 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 4533, PAGE 4203; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN NORTH 90°00'00 WEST, ALONG THE NORTHERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 186.31 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER LINE OF LAKE KILLARNEY; THENCE RUN NORTHWESTERLY ALONG SAID ORDINARY HIGH WATER LINE THE FOLLOWING SIXTEEN (16) COURSES: (1) NORTH 14°46'36 EAST, FOR A DISTANCE OF 28.86 FEET; (2) NORTH 04°48'08 EAST, FOR A DISTANCE OF 13.31 FEET; (3) NORTH 02°52'30 WEST, FOR A DISTANCE OF 11.03 FEET; (4) NORTH 10°29'47 WEST, FOR A DISTANCE OF 8.06 FEET; (5) NORTH 22°47'37 WEST, FOR A DISTANCE OF 12.48 FEET; (6) NORTH 01°03'57 WEST, FOR A DISTANCE OF 10.96 FEET; (7) NORTH 13°32'39 WEST, FOR A DISTANCE OF 15.09 FEET; (8) NORTH 18°51'49 WEST, FOR A DISTANCE OF 40.94 FEET; (9) NORTH 25°09'04 WEST, FOR A DISTANCE OF 14.85 FEET; (10) NORTH 30°03'30 WEST, FOR A DISTANCE OF 23.57 FEET; (11) NORTH 32°18'44 WEST, FOR A DISTANCE OF 24.01 FEET; (12) NORTH 29°34'10 WEST, FOR A DISTANCE OF 18.67 FEET; (13) NORTH 24°51'44 WEST, FOR A DISTANCE OF 29.29 FEET; (14) NORTH 23°52'10 WEST, FOR A DISTANCE OF 17.25 FEET; (15) NORTH 31°28'23 WEST, FOR A DISTANCE OF 24.16 FEET; (16) NORTH 27°05'50 WEST, FOR A DISTANCE OF 8.13 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 8642, PAGE 2836; THENCE RUN NORTH 71°31'12" EAST, ALONG SAID SOUTHERLY PROPERTY LINE, FOR A DISTANCE OF 190.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 58,782 SQUARE FEET, OR 1.349 ACRES, MORE OR LESS.

FOR AN AGGREGATE TOTAL OF 247,786 SQUARE FEET, OR 5.688 ACRES, MORE OR LESS.

TOGETHER WITH THAT CERTAIN EASEMENT RECORDED IN O.R. BOOK 3282, PAGE 2096, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

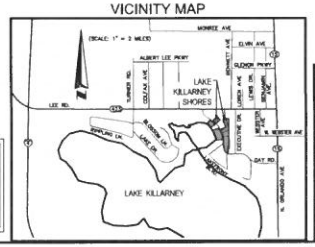
AND

TOGETHER WITH THAT DECLARATION OF ACCESS AND UTILITY EASEMENT RECORDED IN O.R. BOOK 7484, PAGE 1949, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON A PORTION OF THE MONUMENTED WESTERLY LINE OF COUNTRY CLUB DRIVE (SEE MAP SHEET 2 OF 3), PER OFFICIAL RECORDS BOOK 9126, PAGE 2378, AS HAVING A BEARING OF S 48°42'32" E, AND AS PER SURVEY MAP PROVIDED BY THE CITY OF WINTER PARK, PREPARED BY: HENRICH, TROTTER, CARTER & AYERS, INC., DATED 12/17/99, CERTIFIED BY: G.L.CARTER, REGISTERED LAND SURVEYOR NO. 2435, DATE: 5/15/01.
2. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. (SECTION 177.091 (28), FLORIDA STATUTES).
3. DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE LAKE KILLARNEY SHORES HOMEOWNERS' ASSOCIATION, INC. FOR THE OPERATION, MAINTENANCE AND REPAIR OF THE SUBDIVISION'S STORMWATER MANAGEMENT AND DRAINAGE SYSTEM.
4. UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF WINTER PARK AND TO OTHER PUBLIC UTILITY SERVICE PROVIDERS FOR THE OPERATION, INSTALLATION, MAINTENANCE AND REPAIR OF UTILITIES OF EVERY TYPE. THE CITY OF WINTER PARK SHALL ONLY BE RESPONSIBLE FOR THE MAINTENANCE OF UTILITIES IT INSTALLS OR ACCEPTS WITHIN ANY OF THE UTILITY EASEMENTS DEPICTED ON THIS PLAT, AND THE CITY SHALL NOT HAVE ANY RESPONSIBILITY FOR MAINTENANCE OF THE EASEMENTS FOR ANY OTHER PURPOSE, INCLUDING IN REGARD TO THE SURFACE IMPROVEMENTS, SOD AND LANDSCAPING AND UTILITIES OWNED BY OTHERS. THE CITY OF WINTER PARK'S UTILITY EASEMENT RIGHTS SHALL BE SUPERIOR TO THAT OF OTHER UTILITY OWNERS IN THE EVENT OF A CONFLICT.
5. THE CITY OF WINTER PARK AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE OR OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, TRACT "A" AND DRAINAGE EASEMENTS INCLUDING, WITHOUT LIMITATION, THE DRAINAGE SYSTEMS CONSTRUCTED THEREON. A BLANKET INGRESS/EGRESS EASEMENT IS GRANTED IN FAVOR OF THE CITY OF WINTER PARK AND/OR THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT FOR SAID PURPOSE OVER SAID DRAINAGE EASEMENTS, AND OVER TRACT "A".
6. SIDEWALK EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF WINTER PARK FOR THE OPERATION, REPAIR AND MAINTENANCE OF PUBLIC SIDEWALKS AND FOR THE USE OF SUCH SIDEWALKS BY THE GENERAL PUBLIC'S PEDESTRIAN ACCESS AND USE. THE CITY OF WINTER PARK SHALL ONLY BE RESPONSIBLE FOR THE MAINTENANCE OF THE SIDEWALK IMPROVEMENTS IT INSTALLS OR ACCEPTS WITHIN ANY OF THE SIDEWALK EASEMENTS DEPICTED ON THIS PLAT, AND THE CITY SHALL NOT HAVE ANY RESPONSIBILITY FOR MAINTENANCE OF THE EASEMENTS FOR ANY OTHER PURPOSE.
7. LOT OWNERS SHALL BE RESPONSIBLE TO MAINTAIN THEIR LOTS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAKE KILLARNEY.
8. TRACT "E" (PUBLIC RIGHT-OF-WAY), AN EXTENSION OF THE ELLEN DRIVE RIGHT-OF-WAY, IS HEREBY DEDICATED TO THE CITY OF WINTER PARK FOR THE OPERATION, REPAIR AND MAINTENANCE OF THE RIGHT-OF-WAY FOR THE GENERAL PUBLIC'S VEHICULAR AND PEDESTRIAN ACCESS AND USE OF THE ROADWAY IMPROVEMENTS THEREON.
9. THIS SUBDIVISION IS SUBJECT TO AND GOVERNED BY THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAKE KILLARNEY SHORES.
10. TRACT "A" (STORMWATER MANAGEMENT) AND TRACT "B" (LAKE ACCESS) SHALL BE OWNED AND MAINTAINED BY THE LAKE KILLARNEY SHORES HOMEOWNERS' ASSOCIATION, INC. FOR THE BENEFIT OF THE OWNERS OF LOTS 1-30 AND FOR THE OTHER PURPOSES AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS TO BE RECORDED IN THE PUBLIC RECORDS. A NON-EXCLUSIVE DRAINAGE EASEMENT IS HEREBY GRANTED TO THE CITY OF WINTER PARK OVER, UNDER, AND THROUGH TRACT "A" AND THE DRAINAGE EASEMENTS ADJACENT TO THE PUBLIC RIGHTS-OF-WAY. THE CITY OF WINTER PARK SHALL NOT HAVE ANY OPERATION, MAINTENANCE AND REPAIR OBLIGATIONS CONCERNING TRACT "A". TRACT "B" OR ANY DRAINAGE EASEMENTS DEDICATED HEREON.
11. EACH DRAINAGE EASEMENT AREA ON LOTS 1-11 AND 28-30 MUST BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS.
12. THE CITY OF WINTER PARK AND ITS OFFICERS, EMPLOYEES AND AGENTS ARE HEREBY DEDICATED A NON-EXCLUSIVE, PERPETUAL EASEMENT OVER AND THROUGH TRACT "B" (20' WIDE LAKE ACCESS) AND IMPROVEMENTS THEREON FOR PEDESTRIAN, VEHICULAR AND BOAT ACCESS TO AND FROM LAKE KILLARNEY AND PUBLIC RIGHTS-OF-WAY FOR MAINTENANCE, SEARCH AND RESCUE, PATROLLING AND RELATED MATTERS. THIS DOES NOT CREATE A PUBLIC RIGHT OF USE AND ACCESS IN TRACT "B". THE CITY SHALL HAVE NO MAINTENANCE AND REPAIR OBLIGATIONS CONCERNING TRACT "B".
13. DOCKS/BOATHOUSES SHALL BE LOCATED ONLY WHERE INDICATED ON THIS PLAT (BY ASTERISK SYMBOL, SEE LEGEND). PURSUANT TO CITY COMMISSION APPROVAL, SUCH DOCKS/BOATHOUSES MAY BE LOCATED WITH ZERO SIDE SETBACKS AND NO MORE THAN THREE FEET. SIZE, HEIGHT AND DIMENSIONS SHALL BE PERMITTED BY THE CITY OF WINTER PARK LAKES AND WATERWAYS BOARD.
14. ACCESS EASEMENT TRACT "C" AND "D" SHALL BE CONVEYED TO THE LAKE KILLARNEY SHORES HOMEOWNER'S ASSOCIATION, INC. AND OPERATED, REPAIRED AND MAINTAINED FOR INGRESS AND EGRESS TO AND FROM CERTAIN LOTS AND THE PUBLIC RIGHT-OF-WAY AS FURTHER SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS TO BE RECORDED IN THE PUBLIC RECORDS.
15. THE DEDICATOR/PROPERTY OWNER FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS HEREBY DISCLAIMS, RELEASES AND QUIT CLAIMS TO THE CITY OF WINTER PARK ANY AND ALL RIGHTS, TITLE AND INTERESTS DEDICATOR/PROPERTY OWNER MAY HAVE IN COUNTRY CLUB DRIVE AND TO ANY GAPS AND GORES THAT MAY EXIST BETWEEN THE PROPERTY BEING SUBDIVIDED BY THIS PLAT AND COUNTRY CLUB DRIVE, WHETHER BEING INSIDE OR OUTSIDE THE BOUNDARIES OF THIS PLAT.
16. REGARDLESS OF THE TRACT AND LOT BOUNDARIES ADJACENT TO LAKE KILLARNEY SHOWN HEREON, THE STATE OF FLORIDA INTERNAL IMPROVEMENT TRUST FUND OWNS TITLE, AS SOVEREIGN LANDS, TO THOSE LANDS OF LAKE KILLARNEY LYING WATERWARD OF THE ORDINARY HIGH WATER LINE (OHWL). ORDINARY HIGH WATER ELEVATION IS BASED ON A PUBLICATION BY CITY OF WINTER PARK, DEPARTMENT OF PUBLIC WORKS (LAKES DIVISION), WHICH LISTS THE ORDINARY HIGH WATER ELEVATION AS: 82.0 NGVD-1988 (82.8 NGVD-1929).
17. ALL SITE CONSTRUCTION AND TREE REMOVAL ACTIVITIES MUST BE IN ACCORDANCE WITH APPLICABLE CITY OF WINTER PARK CODES OF ORDINANCES AND THE CONDITIONS OF APPROVAL FOR THIS PLAT AND ALL OTHER DEVELOPMENT ORDERS AND BUILDING PERMITS ISSUED CONCERNING THIS SUBDIVISION. AMONG OTHER THINGS, THERE ARE SPECIFIC CONDITIONS OF APPROVAL FOR THIS SUBDIVISION CONCERNING BUILDING SETBACKS, TREE PRESERVATION AND RESTRICTING THE REMOVAL OF TREES FROM THE LOTS WHICH SHALL BE BINDING UPON THE LOTS AND MUST BE COMPLIED WITH BY ALL LOT OWNERS, AS SET FORTH IN THE CONDITIONS OF PLAT APPROVAL, WHICH DEEMED NECESSARY BY CITY'S URBAN FORESTRY PERSONNEL IN ORDER TO PRESERVE TREE(S) AND TREE CANOPY, THE BUILDING SETBACK TO AN INTERIOR (SAME SUBDIVISION) PROPERTY LINE CONCERNING LOTS #10, 11, 13, 14, 15, 16, 20, 22, 23, 26, AND 28 MAY BE REDUCED TO A 5 FOOT ONE STORY AND 8 FOOT TWO STORY SIDE SETBACK IN LIEU OF THE REQUIRED 7 FOOT ONE STORY AND 10 FOOT TWO STORY SIDE SETBACKS AND A 15 FOOT SECOND STORY REAR IN LIEU OF THE REQUIRED 25 FOOT REAR SETBACK. ALL OTHER LOTS SHALL MEET THE NORMAL R-2 ZONING DISTRICT SETBACK REQUIREMENTS. NO PERMIT FOR REMOVAL OF TREES ON THE TREES TO BE SAVED' PLAN ON FILE WITH THE CITY WILL BE GRANTED BY THE CITY FOR A PERIOD OF AT LEAST 25 YEARS FROM THE DATE OF RECORDING OF THIS PLAT UNLESS THE CITY ARBORIST DETERMINES THAT THEIR CONDITION, HEALTH OR OTHER NON-ECONOMIC FACTORS WARRANT THEIR REMOVAL.

VICINITY MAP



ASM AMERICAN SURVEYING & MAPPING INC.
CERTIFICATION OF AUTHORIZATION NUMBER LB#6363
3191 MAGURE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32803
(407) 426-7979

NOTICE

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SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE HEREON DESCRIBED LAND WHICH WAS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION AND SUPERVISION; AND THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES, AND THAT SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

SURVEYOR'S NAME: JAMES D. FLICK, PSM DATE
Registration Number: LS 6088
Florida Registration Number of Legal Entity: LB 6393
3191 Maguire Boulevard, Suite 200, Orlando FL 32803

PLAT BOOK PAGE

LAKE KILLARNEY SHORES
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the limited liability company named below, being the owner in fee simple of the lands shown hereon, does hereby dedicate said lands and plat for the uses and purposes therein expressed, including as set forth in the Surveyor's Notes.

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below on the _____ day of _____, 2018.

Owner:
Turner Real Property Investments, LLC,
a Florida limited liability company

BY: _____ _____
TITLE

SIGNED AND SEALED IN THE PRESENCE OF:

_____ _____
SIGNATURE PRINTED NAME

_____ _____
SIGNATURE PRINTED NAME

ACKNOWLEDGEMENT

STATE OF FLORIDA
ORANGE COUNTY

THIS IS TO CERTIFY, That on _____, 2018, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared _____ (title) of Turner Real Property Investments, LLC, a limited liability company under the laws of the State of Florida, to me know to be the individual and officer described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be his free act and deed as such officer there unto duly authorized; and that the said dedication for the uses and purposes therein expressed is the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date

_____

NOTARY PUBLIC
My Commission Expires _____

CERTIFICATE OF APPROVAL, BY THE CITY OF WINTER PARK

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

_____
Steve Leary Mayor

Attest:

_____
Cindy Bonham City Clerk

CERTIFICATE OF APPROVAL BY CITY ENGINEER

Examined & Approved: _____ Date _____

City Engineer _____

Florida Registration No. _____

CERTIFICATE OF REVIEW BY CITY SURVEYOR

I have reviewed this plat and find it be in conformity with Chapter 177, Florida Statutes.

_____ _____
Signed Date
Florida Registration Number

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY that the foregoing plat was recorded in the Orange County Official Records on _____ as File No. _____

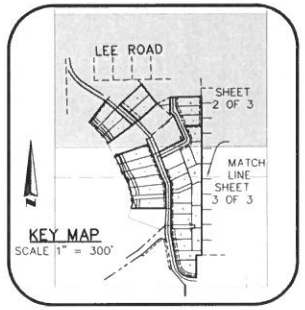
County Comptroller in and for Orange County, Florida

_____

LAKE KILLARNEY SHORES

SHEET 2 OF 3 | PLAT BOOK ____ PAGE ____

BEING A REPLAT OF PORTIONS OF LOTS 1 AND 4, LORD'S SUBDIVISION, AS RECORDED IN PLAT BOOK P, PAGE 89, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST CITY OF WINTER PARK, ORANGE COUNTY, FLORIDA



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	4.17'	10.00'	023°53'31"	S12°05'08"E	4.14'
C2	30.56'	20.00'	087°32'23"	S19°44'18"W	27.67'
C3	22.46'	30.00'	042°53'42"	S02°35'03"E	21.94'
C4	20.65'	30.00'	039°25'45"	S38°34'40"W	20.24'
C5	45.84'	30.00'	087°32'23"	S19°44'18"W	41.51'
C6	2.61'	25.00'	005°59'07"	N46°06'31"W	2.61'
C7	12.60'	36.00'	020°02'52"	N33°03'59"W	12.53'
C8	4.11'	200.00'	001°10'42"	S21°26'01"E	4.11'
C23	31.78'	160.18'	011°21'59"	N30°43'49"W	31.72'
C24	28.83'	145.18'	011°22'36"	N30°55'42"W	28.78'
C25	47.26'	254.94'	010°37'21"	N27°00'29"W	47.20'
C26	50.50'	269.94'	010°43'06"	N27°04'43"W	50.42'
C27	31.73'	288.20'	006°18'28"	N28°47'38"W	31.71'
C28	33.27'	273.20'	006°58'38"	N29°12'50"W	33.25'
C29	3.24'	10.00'	018°35'05"	S09°25'55"E	3.23'
C30	0.93'	10.00'	005°18'27"	S21°22'40"E	0.93'
C31	2.73'	30.00'	005°12'57"	N60°54'01"E	2.73'

Line Table		
Line #	Direction	Length
L1	S22°01'22"E	18.87'
L5	N86°49'37"W	26.07'
L6	N38°11'00"E	29.39'
L7	N38°11'00"E	99.61'
L8	S00°01'17"E	16.12'
L9	N38°11'00"E	13.84'
L13	S00°08'22"E	45.70'

1" = 40' GRAPHIC SCALE
0 20' 40' 80'

LEGEND

(C) CALCULATED DATA
C# CURVE NUMBER (SEE CURVE TABLE)
CB CHORD BEARING
CCR CERTIFIED CORNER RECORD
CHD CHORD LENGTH
℄ CENTER LINE
CM CONCRETE MONUMENT
DE DRAINAGE EASEMENT
ID. IDENTIFICATION
EW EDGE OF WATER
F.A.C FLORIDA ADMINISTRATIVE CODE
FIP FOUND IRON PIPE
FNLD FOUND NAIL & DISK
FPC FLORIDA POWER CORPORATION
L# LINE NUMBER (SEE LINE TABLE)
LB # LICENSE BUSINESS NUMBER
LS LICENSED SURVEYOR
NAVD NORTH AMERICAN VERTICAL DATUM
NGVD NATIONAL GEODETIC VERTICAL DATUM
(NR) NON RADIAL
OHWL ORDINARY HIGH WATER LINE
ORB OFFICIAL RECORDS BOOK
PB PLAT BOOK
PC POINT OF CURVATURE
PG PAGE
PI POINT OF INTERSECTION
PRM PERMANENT REFERENCE MONUMENT
PSM PROFESSIONAL SURVEYOR AND MAPPER
PT POINT OF TANGENCY
(R2) PER ORB 8129, PAGE 2378
R/w RIGHT OF WAY
SEC SECTION
S/W SIDEWALK
ESMT. SIDEWALK EASEMENT
TYP. TYPICAL
UE UTILITY EASEMENT
SET PRM (PERMANENT REFERENCE MONUMENT) 4"x4" CONCRETE MONUMENT, LB#6393 IN ACCORDANCE WITH CHAPTER 177.091(7), FLORIDA STATUTES (UNLESS OTHERWISE NOTED)
SET PCP NAIL AND DISK, STAMPED LB# 6393 IN ACCORDANCE WITH CHAPTER 177.091, F.S.
FOUND CONCRETE MONUMENT AS NOTED
INDICATES CHANGE OF DIRECTION
29-27-27 SECTION, TOWNSHIP, RANGE
PROPOSED LOCATION OF BOAT DOCK
SET 1/2" IRON ROD AND CAP (LB#6393) IN ACCORDANCE WITH CHAPTER 177.091(9), FS
FOUND IRON PIPE MONUMENT AS NOTED
SET PRM (PERMANENT REFERENCE MONUMENT) 1/8" DIAMETER MAG NAIL WITH 1 1/4" BRASS DISK INSCRIBED "PRM LB# 6393" IN ACCORDANCE WITH CHAPTER 177.091(8), FLORIDA STATUTES.

ASM
AMERICAN SURVEYING & MAPPING INC.
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
2180 W. STATE ROAD 434, SUITE 2150
ORLANDO, FLORIDA 32804
(407) 629-7979

NOTE: FOR LEGAL DESCRIPTION AND NOTES SEE SHEET 1 OF 3.

POINT OF REFERENCE 1ST DESCRIPTION NE CORNER LOT 1, LORD'S SUBDIVISION, PB P, PAGE 89

POINT OF BEGINNING

POINT OF COMMENCEMENT

LOT 1 LORD'S SUBDIVISION PB P, PG 89

ELLEN DRIVE 50' WIDE ROAD ORB 9126, PAGE 2378

LEE ROAD (VARIABLE WIDTH RIGHT OF WAY)

COUNTRY CLUB DRIVE

TRACT "A" STORMWATER MANAGEMENT

LAKE KILLARNEY

MATCH LINE SEE SHEET 3 OF 3

NOTICE

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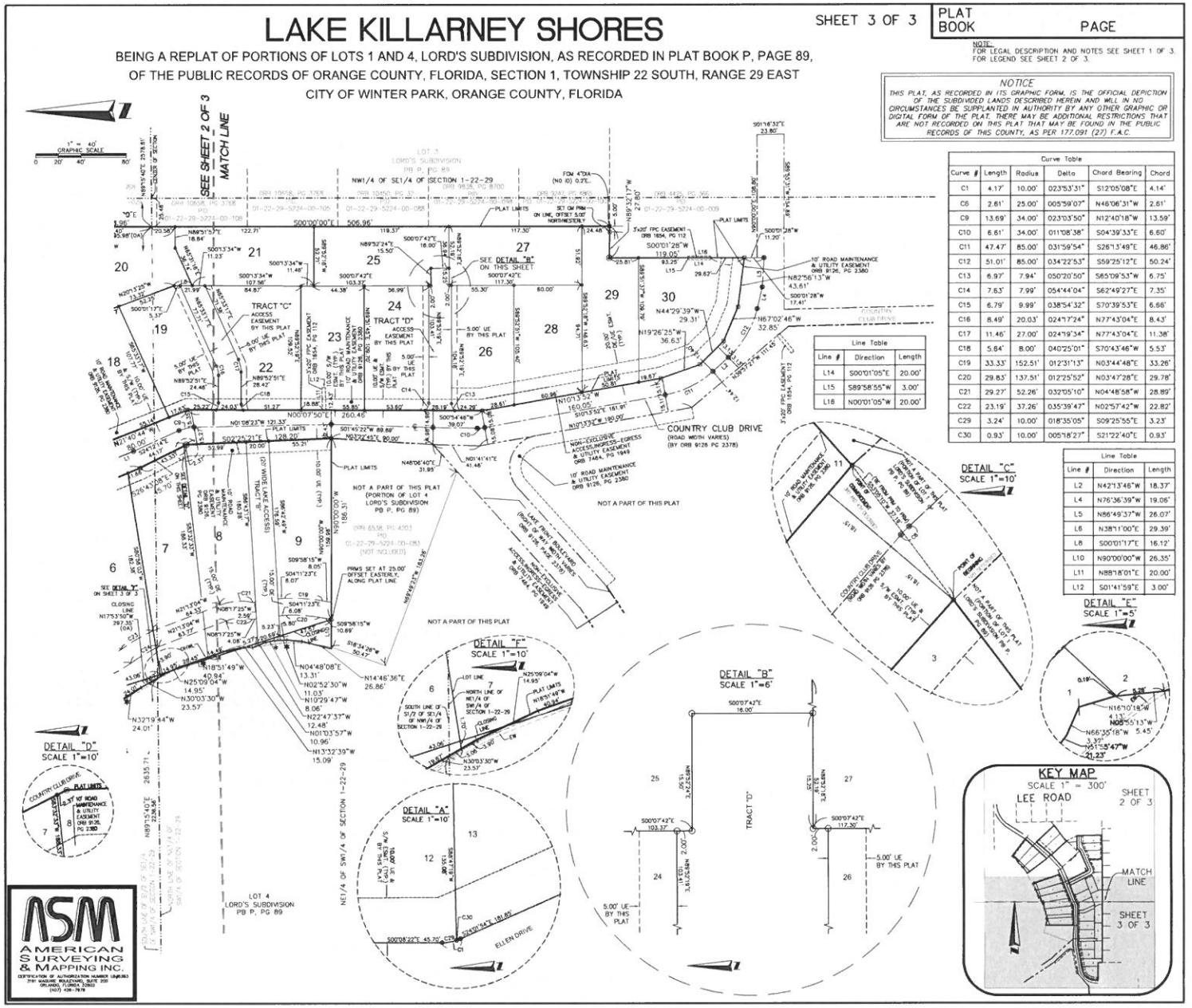
LAKE KILLARNEY SHORES
SHEET 3 OF 3
PLAT BOOK
PAGE
BEING A REPLAT OF PORTIONS OF LOTS 1 AND 4, LORD'S SUBDIVISION, AS RECORDED IN PLAT BOOK P, PAGE 89,
OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST
CITY OF WINTER PARK, ORANGE COUNTY, FLORIDA
NOTE:
FOR LEGAL DESCRIPTION AND NOTES SEE SHEET 1 OF 3.
FOR LEGEND SEE SHEET 2 OF 3.
NOTICE
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SEE SHEET 2 OF 3
MATCH LINE
GRAPHIC SCALE
1" = 40'
TRACT "C"
ACCESS EASEMENT BY THIS PLAT
TRACT "D"
ACCESS EASEMENT BY THIS PLAT
SEE DETAIL "B" ON THIS SHEET
COUNTRY CLUB DRIVE
(ROAD WIDTH VARIES)
(BY ORB 9126 PG 2378)
NOT A PART OF THIS PLAT
(PORTION OF LOT 4 LORD'S SUBDIVISION PB P, PG 89)
PLAT LIMITS
LOT 4 LORD'S SUBDIVISION PB P, PG 89
ELLEN DRIVE
LEE ROAD
DETAIL "A"
SCALE 1"=10'
DETAIL "B"
SCALE 1"=6'
DETAIL "C"
SCALE 1"=10'
DETAIL "D"
SCALE 1"=10'
DETAIL "E"
SCALE 1"=5'
DETAIL "F"
SCALE 1"=10'
KEY MAP
SCALE 1" = 300'
SHEET 2 OF 3
SHEET 3 OF 3
MATCH LINE
TRACT "D"
5.00' UE BY THIS PLAT
Curve Table
Curve # | Length | Radius | Delta | Chord Bearing | Chord
C1 | 4.17' | 10.00' | 023°53'31" | S12°05'08"E | 4.14'
C6 | 2.61' | 25.00' | 005°59'07" | N46°06'31"W | 2.61'
C9 | 13.69' | 34.00' | 023°03'50" | N12°40'18"W | 13.59'
C10 | 6.61' | 34.00' | 011°08'38" | S04°39'33"E | 6.60'
C11 | 47.47' | 85.00' | 031°59'54" | S26°13'49"E | 46.86'
C12 | 51.01' | 85.00' | 034°22'53" | S59°25'12"E | 50.24'
C13 | 6.97' | 7.94' | 050°20'50" | S65°09'53"W | 6.75'
C14 | 7.63' | 7.99' | 054°44'04" | S62°49'27"E | 7.35'
C15 | 6.79' | 9.99' | 038°54'32" | S70°39'53"E | 6.66'
C16 | 8.49' | 20.03' | 024°17'24" | N77°43'04"E | 8.43'
C17 | 11.46' | 27.00' | 024°19'34" | N77°43'04"E | 11.38'
C18 | 5.64' | 8.00' | 040°25'01" | S70°43'46"W | 5.53'
C19 | 33.33' | 152.51' | 012°31'13" | N03°44'48"E | 33.26'
C20 | 29.83' | 137.51' | 012°25'52" | N03°47'28"E | 29.78'
C21 | 29.27' | 52.26' | 032°05'10" | N04°48'58"W | 28.89'
C22 | 23.19' | 37.26' | 035°39'47" | N02°57'42"W | 22.82'
C29 | 3.24' | 10.00' | 018°35'05" | S09°25'55"E | 3.23'
C30 | 0.93' | 10.00' | 005°18'27" | S21°22'40"E | 0.93'
Line Table
Line # | Direction | Length
L14 | S00°01'05"E | 20.00'
L15 | S89°58'55"W | 3.00'
L16 | N00°01'05"W | 20.00'
Line Table
Line # | Direction | Length
L2 | N42°13'46"W | 18.37'
L4 | N76°36'39"W | 19.06'
L5 | N86°49'37"W | 26.07'
L6 | N38°11'00"E | 29.39'
L8 | S00°01'17"E | 16.12'
L10 | N90°00'00"W | 26.35'
L11 | N88°18'01"E | 20.00'
L12 | S01°41'59"E | 3.00'
ASM
AMERICAN SURVEYING & MAPPING INC.
CERTIFICATION OF AUTHORIZATION NUMBER LB#7363
2191 MAGUIRE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32803
(407) 426-7979

city commission agenda item

item type Action Items Requiring Discussion	meeting date 4/23/2018
prepared by City Clerk	approved by
board approval N/A final vote	
strategic objective Exceptional Quality of Life, Intelligent Growth and Development, Investment in Public Assets and Infrastructiure, Fiscal Stewardship	

subject

Events Center Rooftop Add/Alternate

motion / recommendation

To approve funding either:
A: the add/alternate rooftop for the events center at $2,612,754 for full construction or
B: to fund the infrastructure to support the future construction of the rooftop feature at a later date, some time in the future. Infrastructure support cost $382,235

background

The rooftop add/alternate would accommodate 150 people for various events and would offer a unique overlook of the park. Staff feels this feature would elevate the events center above other events centers locally, drawing additional interest and revenue to the building as a whole. Approximately one-half of the rooftop space would be air/conditioned and the other half open air. It would feature restrooms and a kitchen as well as dedicated storage space for event tables and chairs and other event equipment.

As discussed in the April 9, 2018 City Commission Meeting, the rooftop venue option was presented as a "go/no go" decision needed in order to avoid additional expenses to carry forward two different designs - one with the rooftop and one without. The Commission requested that a cost be generated to provide the necessary structural support to allow the rooftop venue to be added at a future date. The cost estimate for this necessary structural support is $382.235.

Adjaye Associates consider this feature to have a positive impact on the project.

A cost/benefit analysis of the rooftop venue has been performed and is attached. Using this data, the payback period for the addition of the rooftop venue is approximately 10 years, see page 11 of the study. In the summary on page 12, the report states that the rooftop benefits outweigh the capital expense.

alternatives / other considerations

Construction during initial phase is ideal.
A later construction will disrupt the entire campus, impact rental revenues and potentially cost more as construction access would be more limited and potential escalation of construction costs.

fiscal impact

The rooftop add/alternate of $2.6 million is not budgeted nor is the infrastructure needed to support a later construction of this add/alternate at $382,235.

ATTACHMENTS:

Description	Upload Date	Type
Rooftop Infrastructure Budget	4/17/2018	Backup Material
Memo from Adjaye Associates	4/17/2018	Backup Material
Rooftop Analysis Study	4/17/2018	Cover Memo

SCHEDULE OF VALUES | Infrastructure for Future Rooftop Venue

BRASFIELD & GORRIE GENERAL CONTRACTORS

WINTER PARK LIBRARY & EVENT CENTER

City of Winter Park

Winter Park, FL

4/13/2018

		ADD ALTERNATE - PROVIDE INFRASTRUCTURE FOR A FUTURE ROOFTOP VENUE AT THE EVENT CENTER	
CSI	**Item of Work**	**Cost**	**Comments**
1	Concrete	**$60,456**	Includes slab on metal deck at 7,000 SF of Roof, elevator pit and foundations premium to support added weight of future rooftop venue (elevator not included)
2	Structural & Misc. Steel	**$72,000**	Includes 20 Ton allowance for added steel and column stub ups for future structure. Stairs not included. Roof ladder and hatch included
3	Roofing & Waterproofing	**$91,500**	Includes 7,000 SF of added roofing to allow for "double waterproofing" at the rooftop venue construction area so that the Event Center remains watertight during construction of the future venue
4	Fireproofing	**$2,000**	Premium for added capacity and stub outs for future tie-in
5	Drywall	**$0**	Not included. Note that shaft walls will not be provided so that the future shaft space can be used for storage prior to future rooftop venue construction
6	Plumbing	**$19,500**	Premium for added capacity and stub outs for future tie-in
7	Mechanical	**$20,000**	Premium for added capacity and stub outs for future tie-in
8	Electrical	**$20,000**	Premium for added capacity and stub outs for future tie-in
9	**Subtotal**	**$285,456**	
10	General Conditions	**$19,982**	
11	Preconstruction	**$0**	
12	Design Fees	**$36,000**	
13	Permits	**$0**	
14	Contractor Insurance and Risk Management	**$12,311**	
15	Escalation	**$0**	
16	Fee	**$15,540**	
17	**Subtotal**	**$369,289**	
18	Contingency	**$12,946**	
19	**Totals**	**$382,235**	

From: Russell Crader [mailto:russell@adjaye.com]
Sent: Tuesday, April 17, 2018 9:44 AM
To: Fox, Kathleen <kfox@pizzuti.com>
Subject: WPL - Roof Top Venue

Kathy,

In review of the roof top venue, Adjaye Associates believes that this will have a positive impact on the project as an added destination for residents of Winter Park which expands the programmatic opportunities of the campus.

Best
Russell

Russell Crader, RA
Project Director

Adjaye Associates
1 Liberty Plaza | Suite 2701 | New York NY 10006 | Tel: +1 212 965 8477 | www.adjaye.com

Distinct Valuation and Consulting Group, Inc
A Hospitality Consultancy

CONSULTING LETTER
FOR THE
PROPOSED WINTER PARK EVENT CENTER
1050 WEST MORSE BOULEVARD
ORANGE COUNTY
WINTER PARK, FLORIDA, 32789

ROOFTOP RENTAL RATE ANALYSIS

Date: April 12, 2018

For

Mr. James S. Russell CEcD
Executive Vice President
The Pizzuti Companies
The Offices at the Joseph
629 North High Street, Suite 500
Columbus, Ohio 43215

Distinct Valuation and Consulting Group, Inc
A Hospitality Consultancy

April 12, 2018

Mr. James S. Russell CEcD
Executive Vice President
The Pizzuti Companies
The Offices at the Joseph
629 North High Street, Suite 500
Columbus, Ohio 43215

RE: Rooftop Rental Rate Analysis
Proposed Winter Park Event Center
Orange County, Winter Park, Florida, 32789

Dear Mr. Russell:

In fulfillment of the agreement outlined in the letter of engagement, we are pleased to present the attached consulting letter concerning an analysis of rooftop rental rates at the proposed event center. This letter contains phase two of a two-phase scope of work. The first phase, which is an analysis of the rooftop event space capacity was completed in a letter dated January 18, 2018. Together, both letters represent the completion of the original two-phase engagement. The property is at 1050 West Morse Boulevard, at the same location as the existing Rachel D. Murrah Civic Center.

Assumptions

The letter's conclusions are based upon a review of information provided by you and on-line research, which is described in the Scope of Assignment section. As in all studies of this type, the conclusions do not consider or make provisions for the effect of any sharp rise or decline in local or general economic conditions not presently foreseeable. We assume the subject will hire appropriate management personnel to operate and market the event center. We did not estimate feasibility but analyzed potential rental rates for the event venue against comparable facilities.

This report and its contents are intended solely for the information of the Pizzuti Companies and the City of Winter Park for internal use relative to determining the rental rates at the proposed event venue. The report should not be relied upon for any other purpose. Neither our report nor any of its contents nor any reference to Distinct Valuation and Consulting Group (DVAC Group) may be disseminated online or included or quoted in any document, offering circular, registration statement, prospectus, sales brochure, other appraisal, or other agreement without our prior written approval. Such permission will not be unreasonably withheld.

We appreciate the opportunity to be of service to Winter Park and The Pizzuti Companies, and look forward to working with you again.

Respectfully submitted,

Distinct Valuation and Consulting Group, Inc.

Eric B. Hansen, MAI, AIA, ISHC
President

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CONSULTING LETTER – ROOFTOP RENTAL RATE ANALYSIS
PROPOSED WINTER PARK EVENT CENTER
1050 WEST MORSE BOULEVARD
ORANGE COUNTY, WINTER PARK, FLORIDA

SCOPE OF THE ASSIGNMENT

Mr. James S. Russell, CEcD, retained Distinct Valuation and Consulting Group, Inc to provide consulting services for the proposed, city-owned, Winter Park Event Center in two phases.

This engagement is a desktop analysis, and as such, we've conducted our research from our office in Westlake, Ohio. This (phase two) scope of work is the development of a market rent analysis that includes:

- Identifying various types of demand that the proposed venue can attract
- Assessing current market rents for various event space types in the market through an analysis of comparable and competitive event centers
- The quantification of market rents versus prime-time rates at the proposed center
- Preparation of a rental rate sensitivity analysis resulting in potential rooftop net operating incomes based on inferred data analysis regarding historical event center performance
- Develop conclusions and recommendations in the form of presenting a range of rental rates and payback periods used to make informed decisions

DVAC Group reserves the right to amend our conclusions in the event that additional studies are conducted that reveal material discrepancies.

COMPETITIVE/COMPARABLE RATE ANALYSIS

The proposed Winter Park Event Center will compete directly with four other stand-alone event center properties in the market. These properties include the University Club of Winter Park, the Maitland Civic Center, Lake Mary Events Center, and the Noah Event Center. While each of these centers offers outdoor space in addition to their indoor event space, none offer a rooftop venue available for rent. This is a significant point of differentiation in the market for the proposed event center. In addition, the proposed subject will compete on a limited basis with other local specialty venues such as Casa Feliz, the Orlando Museum of Art, and The Orlando Science Center that have unique space for rent. Prior to analyzing rental rates, the types of events that then proposed center will host is important to understand.

Types of Events

The existing Rachel D. Murrah Civic Center hosted a variety of events including meetings, banquets, receptions, business socials, and weddings. The historical performance of the venue averaged 400 total events annually from 2014 through 2016. Included in this total is an average of 60 weddings per year. We note during 2016 the property slowed its marketing efforts due to an anticipated earlier construction start of the proposed project. This reduced the number of weddings held at the center that year, artificially lowering the annual wedding figures.

Our research of comparable event venues revealed a refined list of event types that we recommend be used to market the proposed facility. Utilizing these key words in any digital campaign will assist the venue in their marketing efforts beyond just meetings, banquets and weddings.

Venue Event Types

Birthday Party	Holiday Party
Anniversary Celebration	Product Launches
Baby Shower	Rehersal Dinner
Bachelor/Bachelorette Party	Retreat/Team Building
Bridal Shower	Reunion
Charity Event	Social Event
Corporate Event	Wedding Ceremony
Dinner Party/Galas	Wedding Reception
Elopement/Vow Renewal	Welcome Reception
Engagement Party	Workshops/Classes
Family Reunion	

Source: DVAC Group

Rate Categories

Comparable venues rent space any number of ways, providing flexibility for their customers to match their budgets. The following identify the most common ways facilities such as the subject, are rented.

Full Building Rental refers to a customer having access to the entire venue's sellable space for an entire day, which is typically a block of eight hours. Outdoor space (patios, terraces, grottos, etc., are typically included in a full building rental.

If the customer is not renting the entire building, the individual spaces within the event venue are rented on the following bases with the larger, more prominent ballroom/banquet spaces commanding higher rates than the junior ballroom and/or ancillary meeting and conference spaces.

Per Block Rentals refer to defined time increments for which an individual space is rented. If a venue offers more than one space, the per block rental allows multiple users to occupy the building and grounds simultaneously. These rentals are also known as 'per event' rentals. Per block rentals incorporate time to set up and take down the event. The smallest block increment for an event is four-to-six hours, with a nine-to-ten-hour block being typical for a wedding event. If an event goes beyond the block, additional, premium hourly rates are typically incurred.

Per Hour Rentals typically refer to renting the smaller meeting spaces within an event venue. Hourly rentals are defined by minimums, with two-hour minimums being most prominent during weekdays, and four-hour minimums during weekends.

These rental categories are further refined by applying them to different times during the week, bringing to light the importance of active revenue management for the facility. Revenue management is defined as the analytical process of achieving the optimum availability and pricing to maximize revenue growth for the event center.

Weekdays – Monday through Thursday are considered non-prime periods for event center rentals. Further, evening hours typically command higher rental rates than daytime hours. Pricing during these periods are typically lower than weekend pricing.

Weekends – Friday evenings through Sunday are considered prime periods for event center rentals and should command the highest price, as well as have the most restrictions as to

limit hourly rentals in favor of block rentals. If hourly rentals occur on the weekends, the minimum number of hours is typically four.

Other pricing considerations, add-ons, preferred vendor lists, and discounts

Typically included within the room rental fee are table/chair set-up, take-down, and use of basic AV equipment (screen, projector, and lectern). A preferred vendor list should be identified for all catering and decoration needs. Customers typically contract directly with the preferred vendors outside of any agreements with the space rentals. Preferred vendors include caterers, florists-decorators, sound/DJ/AV entertainment productions, and advanced lighting décor vendors. We recommend alcohol policies be engaged and enforced through the preferred caterer list/licensed alcohol vendors, which is common throughout the industry, although some of the profiled venues have their own liquor licenses.

Additional income is generated through other items beyond just space rental. These include strict adherence to cancellation policies and fees, additional security details if required, increased fees during holiday periods, stage risers, pipe and drape rental, and parking valet/concierge services.

Pricing considerations also include discounts for certain types of consumers. Our research into other city-owned facilities reveal policies that provide fee discounts and/or exemptions for the following:

- 501(c)3 non-profit organization (discount)
- Resident (discount)
- City employee (discount)
- Continuous Contract Customer (discount)
- School organization (discount)
- Any city-related/government events (exempt)
- Public library donors above a certain giving level (exempt)
- Holiday event (premium surcharge)

These are samples only, and we do not recommend incorporating them all into an operational model but suggest making the subject's pricing considerations as simple as possible.

Competitive/Comparable Rate Profiles

Proposed Winter Park Event Center
Rental Rate Analysis

		Weekday Rentals - Mon-Thurs			Weekend Rentals - Fri-Sun		
Florida Civic and Library-owned Event Centers	**City**	Full Building	Per Block Rental	Per Hour Rental	Full Building	Per Block Rental	Per Hour Rental
Ocoee Lakeshore Center	Ocoee	-	$640-$2,500	$240-$300	-	$1,160-$2,900	$240-$300
Sanborn Activity & Event Center	DeLand	-	$255-$850	$50-$250	-	$1,500-$2,000	$60-$275
Port St. Lucie Civic Center	Port St. Lucie	-	$375-$1,500	-	-	$750-$3,000	-
Largo Community Center	Largo	-	-	$125	-	$1,700-$1,900	$150-$200
Conference Center at the Main Library	Jacksonville	$2,280	$300-$1,140	$75-$285	$6,000	$1,600-$2,600	$200-$325
Local Competitve Stand-Alone Centers	**City**						
University Club of Winter Park	Winter Park	-	$1,350	-	-	$1,350	-
Maitland Civic Center	Maitland	$475/hr	$1,100-$1,250	$150	$3,700	$1,750	$175-$575
Lake Mary Events Center	Lake Mary	$1,250	$60-$850	-	$2,500	$2,500-$3,500	-
Noah Event Venue	Lake Mary	-	$600-$8,000	-	-	$600-$8,000	-

Source: Facility Websites and DVAC Group Interviews

The wide range of space rental sizes and the particular nuances of each event center result in a variety of methodologies when it comes to identifying rental rates. The following salient points are footnotes to our understanding of the above rental rates.

The Ocoee Lakeshore Center offers three set-rate categories of consumer; the general public, for-profit corporations, and non-profit, schools, and government. Each of these groups have their own rates with the general public being the most expensive – at market rates with significant savings for the for-profit corporation (50%) followed by even deeper discounts (60%) for the non-profits, schools and government. In addition, Ocoee provides a 10% discount upon proof of residency. We also note that the general public is not able to rent the facility on an hourly basis. The full six- to eight-hour block of time is required for the general public.

The Sanborn Activity & Event Center further categorizes their blocks of time into day and evening blocks. Day blocks start at 8:00 and go until 4:30 during weekdays and 2:00 on weekends. Rental fees include a scheduled one-hour ceremony rehearsal during a weekday prior to the event. The property allows only corporate functions to bring in their own food utilizing the prep kitchen. Other functions are required to use an approved catering vendor. The rental rates are the same for everyone. The facility does not offer discounts for residents, non-profits, and city employees. According to our interview, the decision to not discount was made when the existing facility opened four years ago. Prior there were many abuses by renters such as 50th birthday parties obtaining non-profit certificates, city employees renting spaces for their friends, etc. The simplification of their rental structure has proven to be much easier to manage in the new facility. However, if an organization or association signs a continuous contract for renting space monthly, a 15% discount is given.

The Port St. Lucie Civic Center offers a 25% discount to non-profit organizations and a 50% discount for any governmental event. Local residents do not receive discount opportunities. Management at the center reports they do their best to enforce the non-profit certification, but the policy sometimes is abused.

The Largo Community Center offers three rate categories: non-residents, Largo residents, and non-profit organizations. However, there is no fee categories for use of the ballroom or what is known as Studio A. In other words, the main event spaces are not discounted. Other spaces within the facility are rented with a 15% discount for residents, and a 30% discount for non-profit groups. Additional fees are charged for table and chair rentals, A/V equipment and sound system rentals. All alcohol is purchased through the community center and is served by the facility's bartenders. Outside alcohol is not allowed. The property does not have a list of preferred vendors, allowing customers to bring in their own caterers/vendors.

The Conference Center at the Main Library in Jacksonville offers a flat rate for a four-hour minimum during the week and an eight-hour minimum during the weekends. The hourly rate profiled above are for hours exceeding the required minimums. The property offers add-on options for events by renting additional dressing/storage rooms for a flat rate of $150 to $400. Certain groups are exempt from paying rental fees. These include any City of Jacksonville events and donors having given equal to or greater than $2,000,000 to the library (for facility use two times per year). Non-profit and governmental organizations receive a 50% discount on weekdays only. All fees are set by the Board of Library Trustees. Alcohol must be supplied through a licensed vendor having the appropriate insurance requirements. We also note the library does not provide free parking.

The University Club of Winter Park rental rates identified above are for rental of the large banquet hall for a four-hour time block. The library within the facility rents for a flat rate of $100. This venue is a private membership facility that rents to the public.

The Maitland Civic Center identifies three rates congruent with different time frames. The most expensive are Saturday Rates, followed by the Prime Time category, which is Sundays after 5:00 pm and weekdays. The Non-Prime category is defined as any weekday before 5:00 pm and it is the least expensive of all the rates. Saturday and Prime Time rates are for six-hour blocks. A 30% premium is charged on top of these rates for rental during any holiday. Since the facility is not owned by the city (it is owned by a non-profit) there are no resident discounts. However, a 10% discount is offered to non-profit organizations.

The Lake Mary Events Center rents their space via several time block options. Weekend blocks are segmented into Friday evening, Saturday, Sunday, or Holiday rentals. During these blocks, only the full building is available for rent. Full building rental includes the ballroom, meeting room, rotunda, bride and groom rooms, as well as use of the Lakeside Ceremony Site. Individual rooms can be rented during the weekday block rentals, which are split into daytime blocks (8:00-4:30) or evening blocks (6:00 to 11:00). We note there are no hourly rentals at this facility.

The Noah Event Venue in Lake Mary is a for-profit, stand-alone, banquet center. It is a national banquet center franchise and does not offer local resident discounts. The property specializes in selling inclusive wedding packages including lighting, décor, ceiling treatments, and entertainment. We note that this venue does not have any kitchen equipment and as such all catered events need to be fully cooked elsewhere. This fact does not give a chef or caterer the opportunity to "finish" or sauce a dish on-site, limiting the dining experience.

The above rate profiles describe the stand-alone event centers rate strategies for their main event spaces. In addition, we researched specific rooftop event venues and have profiled their rental rates. The two hotel spaces profiled below are somewhat competitive, but due to their additional food and beverage minimum spend requirements we consider these rental rates at the lower end of the range.

The Grand Bohemian Rooftop Gardens charges $2,500 for a five-hour wedding ceremony, and no rental fee for the reception. However, the hotel charges a minimum food and beverage expenditure for all events. According to the Wedding Spot, the average wedding cost at this venue is estimated between $18,182 and $29,874 for a ceremony and reception for 100 guests.

The Gale Rooftop in Miami (at the Gale Hotel) charges a wedding ceremony rental fee of $4,000 with minimum food and beverage purchase. We note the maximum outdoor ceremony is for 60 guests, with a maximum outdoor reception of 100 guests. In addition, there is an administration fee of 7% applied to all events. According to the Wedding Spot, the average wedding cost at this venue is estimated between $15,696 and $18,950 for a ceremony and reception for 100 guests.

The following two properties are considered comparable to the subject rooftop event space and both provide a range of pricing based on prime, and non-prime time blocks.

The 10,000 square foot Balcony Orlando is a for-profit, stand-alone, rooftop event space that rents via different packaging levels. Rental rates start at $3,425 for a four-hour Gathering package up to $7,450 for an eight-hour Grands Affairs package.

The 10,000 square foot SKYDECK Miami, charges rental fees that range from $3,500 to $7,000 per event. The fee includes set up and clean up time, security and furniture. According to the Wedding Spot, the average wedding cost at this venue is estimated between $10,719 and $18,941 for a ceremony and reception for 100 guests.

In addition, there are several non-traditional event spaces in the Winter Park area that offer venues for upscale weddings.

Casa Feliz is a historic home and museum in Winter Park that can be rented for upscale events with pricing that ranges from $1,600 to $2,975. According to the Wedding Spot, the average wedding cost at this venue is estimated between $17,807 and $21,181 for a ceremony and reception for 100 guests.

The Orlando Museum of Art can be rented as a specialty venue for rental fees ranging from $2,800 to $4,000. According to the Wedding Spot, the average wedding cost at this venue is estimated between $8,393 and $20,725 for a ceremony and reception for 100 guests.

The Orlando Science Center is another non-traditional venue that can be rented Sunday through Thursday for $1,500 with a Friday or Saturday building buy-out of $8,000. A Sunday through Thursday buyout of the venue rents for $6,500.

Subject Rooftop Event Venue Analysis

The analysis begins with an understanding of how many time blocks are available for sale at the subject.

Proposed Winter Park Event Center Rooftop Venue
Annual Block Availability per Sellable Space

	Non-Prime Time		Prime Time	
	DayTime	Evening	DayTime	Evening
Monday	1	1		
Tuesday	1	1		
Wednesday	1	1		
Thursday	1	1		
Friday	1			1
Saturday			1	1
Sunday			1	1
Blocks per Week	5	4	2	3
Weeks per Year	52	52	52	52
Blocks per Year	260	208	104	156
Total non-Prime Blocks		468	64%	
Total Prime Blocks		260	36%	
Total Available Blocks		728		

Source: DVAC Group

Each space within the subject has the ability to sell all 728 blocks of time. For simplicity, a single event equals a single block of time. The number of events hosted divided by the total available blocks equals the event center occupancy percentage. For example, the Rachel D. Murrah Center averaged 387 events per year from 2014 through 2016. Using the available block calculations profiled above, this equates to an average occupancy of 53%. We acknowledge the Rachel D. Murrah center operations did not allow for two blocks per day

rentals on the weekend. Weekend rentals were full building only. This may or may not be true at the new event center depending on how future management sells their prime time blocks. The segmentation of blocks into prime and non-prime relate directly to managing revenue through selling prime blocks at a higher rental rate than non-prime blocks. To understand the value proposition of adding a rooftop venue, an estimate of the number of events, and the associated rental fees (prime and non-prime) need to be considered.

Rooftop Venue Occupancy Assumptions

With a separate entry and support space, the rooftop venue has the ability to sell 728 blocks of time that includes 468 non-prime blocks and 260 prime blocks. The following table presents, as a point of beginning, an estimate of annual blocks that could potentially be sold for the rooftop venue.

Proposed Winter Park Rooftop Venue
Occupancy Analysis

Rate Segment	Available Blocks	Estimated Occupancy	Blocks Occupied
Prime Time	260	30%	78
Non-Prime Time	468	20%	94
Total	728		172
Estimated Rooftop Occupancy			24%

Source: DVAC Group

The purpose of this analysis is not to forecast what the rooftop venue will achieve, but to identify a reasonable, conservative approach to understanding its potential. A 30% occupancy of the Prime Time blocks available is considered conservative. The overall occupancy of 24% is considered low, and thus judged a worse-case scenario. The 172 rooftop events are less than one-half of the aforementioned 387 events achieved by the Rachel D. Murrah center. This is a reasonable estimate to start from given the outdoor conditions subject to inclement weather, and the limit on the number of guests allowed utilizing the space.

Subject Rooftop Venue Rental Rate Assumptions

Based on the comparable/competitive facility rental profiles we estimate a range of rental rates for both prime time ($3,000 to $7,000) and non-prime time ($1,500 to $3,500) blocks.

Proposed Winter Park Rooftop Venue
Rental Rate Analysis

Rate Segment	Rate Low	Rate High	Average Rate	Blocks Occupied	Revenue
Prime Time	$3,000	$7,000	$5,000	78	$390,000
Non-Prime Time	$1,500	$3,500	$2,500	94	$234,000
Total				172	$624,000
Estimated Weighted Rooftop Rental Rate			$3,600	(rounded)	

Source: DVAC Group

The estimated prime time rental rates fall within the range of the comparable rooftop event venues previously profiled. Rooftop rental rates in the market command premium rates over

regular ballroom rates. The non-prime time rates are in alignment with the range of competitive local event centers' indoor ballroom space rentals. The overall estimated rooftop rental rate of $3,600 is a weighted calculation of the total revenue divided by the total blocks occupied. This rental rate is a point of beginning for this analysis and is considered a probable (reasonable) rate in our sensitivity analysis.

The estimated revenue shown is income only from the rental of the rooftop venue, not the remaining sellable space in the proposed subject event center. This income is used to justify (or not) the expense of the rooftop venue construction. The question becomes one of identifying the associated expenses with the rooftop operation and the application of the remaining funds (net operating income) to the debt service of the rooftop venue construction cost. The key metric in this analysis is identifying the net operating income percentage (NOI%). It is through this figure that a range of net operating income can be estimated.

NOI% Estimate

To estimate the NOI% we first look at historical operations of the Rachel D. Murrah event center.

Rachel D. Murrah Event Center Historical Operations
Key Performance Indicators

	2014	2015	2016	Average
Revenue	$217,856	$273,304	$260,985	$250,715
Expenses	$243,538	$250,080	$251,002	$248,207
NOI	-$25,682	$23,224	$9,983	$2,508
NOI%	-11.8%	8.5%	3.8%	0.2%
Total Number Events	409	427	326	387
Weddings	55	60	64	60

Source: City of Winter Park, DVAC Group

While revenue fluctuated between the years, the expenses remained constant at approximately $250,000 per year. The calculated NOI% ranged from -11.8% up to 8.5% based on the fluctuation in revenue. For purposes of this report and estimating an appropriate NOI% for the rooftop venue, we begin with an assumption utilizing a base of $270,000 in revenue against expenses of $250,000. This equates to an NOI% of 7.4% as shown.

Base Historic Revenue	$270,000
Historic Expenses	$250,000
NOI	$20,000
NOI%	7.4%

Considering the upscale market position, modern construction, and world-class design of the new event center, it is appropriate to recognize the increase in revenue over the historical performance. A conservative increase of 25% produces new revenue to which is added the incremental revenue from the rooftop venue. However, we recognize some of the demand that would be accommodated in the main ballroom would shift to the rooftop venue, reducing the base revenue and increasing the rooftop revenue. To account for this, in our analysis we add the incremental rooftop revenue at 70% of the total $624,000 calculated previously. The calculations result in a total new revenue that is more than three times the historical revenue average.

Base Revenue % Increase	25%
New Revenue	$337,500
Incremental Rooftop Revenue at 70%	$436,800
Total New Revenue	$774,300

With the new event center, not only does revenue increase, but so do expenses. What is the appropriate amount that expenses should increase? We recognize leverage is gained because expenses will not double (100% increase) just by doubling the sellable space. A conservative estimate is that overall expenses (for both the main space and rooftop) will increase 75%. We recognize this figure is based on a percentage increase and not necessarily how the city intends to operate the overall new space, but it provides a reasonable figure to highlight the margin leverage obtained through adding the rooftop venue as a separate income source.

Historic Expenses	$250,000
Expenses % Increase	75%
New Expenses	$437,500
New NOI	$336,800
New NOI%	43.5%

The resulting NOI percent is based on reasonable increased assumptions over historic operating performance figures.

Winter Park Event Center Forecast

For additional support of the above analysis, we compared DVAC Group's estimate of revenues, expenses, and NOI% to that of Winter Park's internal forecast figures for the new event center. The following table presents this information.

Winter Park Events Center 2021 Forecast

Key Performance Indicators

	City of Winter Park Estimate			DVAC Group Estimate
	Main Space	Rooftop	Total	Total
Revenue	$515,000	$308,000	$823,000	$774,300
Expenses	$431,682	$47,910	$479,592	$437,500
NOI	$83,318	$260,090	$343,408	$336,800
NOI%	16.2%	84.4%	41.7%	43.5%

Source: City of Winter Park and DVAC Group

As shown previously, we note the DVAC Group revenue estimate is calculated from the baseline of the existing Rachel D. Murrah Center's historic operating performance and does not reflect a revenue analysis of the main event space beyond applying a conservative 25% increase factor. The city's approach to its overall revenues and expenses is built comprehensively from looking at the entire facility, with anticipated and detailed increased operation expenses in mind. While overall revenues and expenses are within 10% of each other, the two methodologies result in a difference between the NOI's of less than 2%.

The analysis provides support for the notion of leveraging the additional sellable space within the event center. The leverage is evidenced by higher net operating income results than achieved previously. Based on the above analysis alone, an NOI figure between 40% and 42% is reasonable. However, throughout this analysis, we also consider a more conservative approach to the overall figures; therefore, we estimate an NOI% of 38.0% is an appropriate figure to be applied to the rooftop venue revenue throughout our sensitivity analysis.

NOI Sensitivity Analysis

Developing the net operating income for the rooftop venue allows us to understand the monies available to pay for its construction. Based on estimated rental rates 20% below and 20% above the reasonable rate estimated previously, combined with a reasonable number of annual events, the following calculations are made.

Proposed Winter Park Event Center Rooftop Venue
NOI Sensitivity Analysis

Line Item	Low	Reasonable	High
Average Revenue Rate per Rooftop Event	$2,880	$3,600	$4,320
Annual Number of Rooftop Events	172	172	172
Total Rental Revenue from Rooftop Events	$494,208	$617,760	$741,312
Net Operating Income Percent	38.0%	38.0%	38.0%
Net Operating Income	$187,799	$234,749	$281,699
Rounded	$188,000	$235,000	$282,000

Source: DVAC Group

The resulting net operating income range reflects the earnings from the rooftop venue. It is from these earnings that the payback period for the construction cost can be determined.

ROOFTOP EVENT VENUE CONSTRUCTION COST AND PAYBACK PERIOD

According to Pizzuti Companies, converting the rooftop of the new events center into an income producing upscale quality outdoor event venue will costs approximately $2,600,000. This figure includes all furniture, fixtures, and equipment including kitchen, catering and bar equipment. Is there enough annual income from the rooftop venue to support a reasonable payback period for the construction costs?

Payback Period is defined as *the length of time required for the stream of cash flows produced by the investment to equal the original cash outlay.* The payback period is a calculation based on inputs of original capital expenditure, annual interest rate, and annual payments. In the case of the subject rooftop venue the cash outlay is equal to the construction cost of $2,600,000. The annual payments come from the net operating income of the rooftop venue. The interest rate is determined by what the city wants to charge itself for use of its capital in constructing the rooftop venue.

A debt coverage ratio is the net operating income (NOI) divided by the annual debt service (ADS). The ADS is a constant amount paid annually to retire a given loan amount. A debt coverage ratio of 1.0 represents NOI = ADS. For purposes of this report, we utilize a debt coverage ratio of 1.0, which means all the income generated by the rooftop event venue goes to retiring the debt.

Another relevant variable is identifying the interest rate at which the payback period is calculated. The interest rate is determined by how much the city is willing to charge itself for use of its capital funds for the rooftop. The first payback period example utilizes a 2.0% interest rate.

Payback Period Calculations at 2.0%

	Low	Reasonable	High
Net Operating Income	$188,000	$235,000	$282,000
Debt Coverage Ratio	1.00	1.00	1.00
Annual Debt Service	$188,000	$235,000	$282,000
Loan Amount	$2,600,000	$2,600,000	$2,600,000
Interest Rate	2.0%	2.0%	2.0%
Payback Period - Years	16	13	10

Source: DVAC Group

The results indicate a payback period that ranges from 10 to 16 years if funds are borrowed at 2.0%. The following indicates the same calculations, but at a 4.5% interest rate.

Payback Period Calculations at 4.5%

	Low	Reasonable	High
Net Operating Income	$188,000	$235,000	$282,000
Debt Coverage Ratio	1.00	1.00	1.00
Annual Debt Service	$188,000	$235,000	$282,000
Loan Amount	$2,600,000	$2,600,000	$2,600,000
Interest Rate	4.5%	4.5%	4.5%
Payback Period - Years	22	16	12

Source: DVAC Group

Commercial loans from traditional lenders have market rates around 6.5%. Applying this interest rate to the various NOIs results in even longer payback periods.

Payback Period Calculations at 6.5%

	Low	Reasonable	High
Net Operating Income	$188,000	$235,000	$282,000
Debt Coverage Ratio	1.00	1.00	1.00
Annual Debt Service	$188,000	$235,000	$282,000
Loan Amount	$2,600,000	$2,600,000	$2,600,000
Interest Rate	6.5%	6.5%	6.5%
Payback Period - Years	36	20	15

Source: DVAC Group

Annual debt service to cover 6.5% interest on the loan amount is approximately $187,000 per year. The 'Low' scenario above barely meets that threshold and thus the result is a 36-year payback period.

The annual debt service is applied to the net operating income. The annual debt service remains constant throughout the loan and never increases or decreases. The NOI will fluctuate, especially as the subject ramps up its marketing campaigns and solidifies its market position, reaching market equilibrium, typically after three to five years of operation.

CONCLUSIONS AND RECOMMENDATIONS

Is it worth an additional $2.6 million to make the rooftop a sellable venue? What is the value-add to the property?

The answers to these questions are found throughout the analysis. In our opinion, the benefits received (both tangible and intangible) through the construction of a rooftop event venue outweigh the capital expense. The following bullets reflect our comments and recommendations regarding the rooftop venue space.

- From a design point of view, we recommend the rooftop venue be constructed as a separate space available for rent. The rooftop would benefit from its own entry/egress, reception, and back of house areas. The space will perform best if accessed separately, without disrupting events in any of the other available spaces. With the rooftop marketed and sold as a separate venue, it doubles the number of time blocks available for rent and allows for multiple functions to be held simultaneously in the building.

- We recommend the rooftop space be designed conducive to accommodate wedding ceremonies. This should include the incorporation of shade structures as well as outdoor lighting enhancements.

- Based on the comparable rental rate analysis, the lake views, the unique nature of the rooftop space, and its world-class design, it will command premium rental rates over traditional market rates.

- We recommend center management actively employ best practice revenue management techniques that will optimize the sellable space, adjusting prime time rental rates as the market demand dictates to achieve higher rates and revenue over a focus on increased occupancy. The uniqueness of the venue provides the leverage needed for increased rental rates.

- The unique rooftop venue will attract events to the center especially during the non-prime time weekday blocks. The wedding market identifies 52 weekends annually as sellable time. Weekends at the subject will sell first and are considered the easiest time slots to fill. A rooftop venue, especially during weekday evenings provides an elevated experience for corporate events and social gatherings. It is during these times that opportunities for increasing the total number of events will occur.

- We recommend offering a package by combining the main ballroom with the rooftop venue for larger and more affluent events, essentially selling the entire facility as a single building buy-out. The rooftop venue increases the capacity of the event center. However, appropriate controls need to be in place for the larger events to not exceed the maximum rooftop guest capacity.

- As indicated in this analysis, essentially doubling the available time blocks leads to leveraging increased revenues against a lower increase in expense margins. Utilizing conservative and "safe" metrics as assumptions, the payback period using the additional NOI from the rooftop venue ranges from 10 to 16 years.

- The rooftop rental rates, based on the market comparables could achieve up to an 80% premium over regular market rates. This is quantification of the answer for the question "What is the value-add to the property?" The value-add is the result of not

only an increase in rental rate premium, but an increase in the total number of events, as well as adding flexibility to the event center's spatial offerings.

- World renowned architect David Adjaye will add leverage to the venue's marketing efforts through highlighting his world-class design and the unique nature of the facility.

- We recommend rental rates include table and chair set-up and take-down, as well as basic AV (projector, screen) for use in meetings. We recommend complimentary Wi-Fi be available throughout the facility.

- We recommend the city look for additional revenue opportunities not included in the above rental analysis including potential catering affiliation income, which may provide an additional $50k to $100k in topline revenue. (DVAC Group has not analyzed this income stream, but recognizes its potential)

- We recommend simplicity when it comes to identifying appropriate rental rates for discounts and non-profit groups. Our comparable interviews with other venues indicate discounts for residents as well as government-sponsored events are appropriate. We do not recommend providing complimentary space for any group or organization.

EXTRAORDINARY ASSUMPTIONS AND HYPTOTHETICAL CONDITIONS

It is assumed that qualified professional management with demonstrated expertise in management of event centers operate the subject. It is assumed that adequate funds will be available for upkeep and repair of the facility.

The design and amenities of the proposed event center, and the details concerning its structure, are still in the planning stage. The conclusions shown in this report may change depending upon the design of the facility. As these plans are refined, they could have a material impact on this study.

Our rate analysis is not a feasibility study for the event center, but an analysis of what the rooftop venue could achieve given its market position, unique qualities, and various rate structures. This study is an analysis that is used to inform the clients regarding a range of potential rental rates that may be used to pay for the construction cost over a period of years.

COMPETENCY OF THE CONSULTANTS

Distinct Valuation and Consulting Group, Inc is a national hospitality consulting firm specializing in appraisals, feasibility studies, and impact analysis for hotels, resorts, conference centers, social entertainment venues, sports facilities, golf courses, amusement parks, and other leisure real estate. We work exclusively in the hospitality industry and concentrate our efforts on in-depth understanding of industry trends and factors. Our participation in industry associations and trade groups keeps us abreast of developments affecting our clients and gives us access to rich sources of data. We follow news and transactions occurring in the hospitality industry daily. Mr. Eric B. Hansen, MAI, AIA, ISHC's hospitality industry appraisal and architectural experience spans 25 years. Mr. Hansen has written articles concerning hotels, resorts, waterparks, social entertainment venues, and youth sports travel for Hotel/Motel Management, World Waterpark Magazine, and Hotel Online and is a national expert on hospitality-related income producing properties. He is the past president of the Ohio Travel Association where he served Ohio's travel and tourism industry for nine years as a board member. Therefore, we possess the knowledge and experience to conduct the inspection, analysis, and reasoning necessary to appraise the subject.

STANDARD CONDITIONS

The following Standard Conditions apply to real estate consulting engagements and appraisals by Distinct Valuation and Consulting Group, Inc (DVAC Group). Extraordinary Assumptions are added as required.

1. The report is to be used in whole and not in part. The report, engagement letter and these standard conditions constitute the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or current agreements or understandings between the parties, whether in writing or orally. The report and engagement letter may not be amended except in writing signed by the parties hereto. These standard conditions shall survive the completion of the assignment.

2. Publication of the report or engagement letter without the prior written consent of DVAC Group is prohibited unless otherwise stated in the letter of engagement. Neither the report nor engagement letter may be used by any person other than the party to whom they are addressed nor may they be used for purposes other than that for which they were prepared. Neither the engagement letter, nor the report, nor their contents, nor any reference to the appraisers or DVAC Group or any reference to the Appraisal Institute, International Society of Hospitality Consultants, or the American Institute of Architects, (or the MAI, ISHC, or AIA designations) may be included or quoted in any offering circular or registration statement, prospectus, sales brochure, other appraisal, loan, or other agreement or document without DVAC Group's prior written permission, in its sole discretion. Moreover, "DVAC Group" is an applied for registered trademark of Distinct Valuation and Consulting Group, Inc. The client agrees that in event of a breach of this Section 2, in addition to any other rights and remedies of DVAC Group, and hereby consents to injunctive relief.

3. No responsibility is assumed for the legal description or any matters which are legal in nature. Title to the property is assumed to be good and marketable and the property is assumed to be free and clear of all liens unless otherwise stated. No survey of the property was performed. Sketches, maps, photos, or other graphic aids included in the reports are intended to assist the reader in ready identification and visualization of the property and are not intended for technical purposes.

4. The information contained in the assignment is based upon data gathered from sources the consultant or appraiser assumes to be reliable and accurate. Some of this information may have been provided by the owner of the property. Neither the consultants nor DVAC Group shall be responsible for the accuracy or completeness of such information including the correctness of public records or filings, estimates, opinions, dimensions, sketches, exhibits, and other factual matters.

5. The report may contain prospective financial information, estimates, or opinions that represent the consultants' or appraisers' view of reasonable expectations at a particular point in time. Such information, estimates, or opinions are not offered as predictions or as assurances that a particular level of income or profit will be achieved, that events will occur, or that a particular price will be offered or accepted. Actual results achieved during the period covered by DVAC Group's prospective financial analyses will vary from those described in the report, and the variations may be material. The financial projections stated in the report and any opinions of value are as of the date stated in the report. Changes since that date in external and market factors or in the property itself can significantly affect property value or performance.

6. DVAC Group has not considered the presence of potentially hazardous materials and contaminants such as asbestos, urea formaldehyde foam insulation, toxic waste, PCBs, pesticides, mold, lead-based paints, or other materials. The appraisers and consultants are not qualified to detect or report on hazardous material contamination and DVAC Group urges the client to retain an expert in this field if desired.

7. Unless noted, DVAC Group assumes there are no encroachments, zoning violations, or building violations encumbering the subject property. It is assumed that the property will not be operated in violation of any applicable government regulations, zoning, codes, ordinances, or statutes. No responsibility is assumed for architectural design and building codes. The analysis and concept drawings included in the report are not intended for technical purposes.

8. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless specified otherwise.

9. Real estate consulting engagements and appraisal assignments are accepted with the understanding that there is no obligation to furnish services after completion of the original assignment. We are not required to give testimony or attendance in court by reason of this analysis without previous arrangements, and the client will be obligated to pay in advance for the standard per diem fees and travel costs.

10. No significant change is assumed in the supply and demand patterns indicated in the report.

11. The quality of a lodging facility or other leisure property's management has a direct effect on the property's economic viability. It should be specifically noted by any prospective reader that the engagement assumes that the property will be competently managed, leased, and maintained by financially sound owners over the expected period of ownership. DVAC Group is not responsible for future marketing efforts and other management or ownership actions upon which actual results will depend.

12. The forecast of income and expenses are not predictions of the future. Rather, they are the consultants' best estimates of current market thinking on future income and expenses. We do not warrant that the estimates will be obtained, but that they have been prepared in a conscientious manner on the basis of information obtained during the course of this study.

13. The subject property is valued assuming all items of furniture, fixtures, equipment, working capital, and inventory are in place. Should items essential in the operation of the hotel prove to be missing, we reserve the right to amend the opinion of value expressed in an appraisal report.

14. DVAC Group does not, as part of this consulting report or appraisal, perform an audit, review, or examination (as defined by the American Institute of Certified Public Accountants) of any of the historical or prospective financial information used and therefore, does not express any opinion with regard to it.

15. The consulting engagement or appraisal report has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice and the Code of Ethics of the

Appraisal Institute. No other code, ordinance, rule or regulation of any kind or nature whatsoever shall apply.

16. It is agreed that the maximum damages recoverable from DVAC Group or its affiliates or their respective employees relative to this engagement shall be the amount of the money actually collected by DVAC Group or its affiliates for work performed pursuant to the engagement letter. The client acknowledges that DVAC Group cannot and does not guarantee and makes no representations as to the success of the project. DVAC Group shall not be liable for any incidental, breach of warranty, consequential or punitive damages, expenses, costs or losses whatsoever directly or indirectly arising out of the services performed hereunder (including negligence and/or gross negligence). In addition, there is no accountability or liability to any third party.

17. The client hereby releases and discharges DVAC Group, its directors, officers, and employees, from and against any and all claims and demands of any nature or kind whatsoever arising as a result of the design, development, operations, and performance of the proposed or existing project. The client furthermore agrees to indemnify, defend and hold harmless DVAC Group and its directors, officers and employees, from any and all claims of any nature whatsoever, including attorney fees, expenses and costs.

18. The report does not address the project's compliance with the federal statute commonly known as the Americans with Disabilities Act as well as regulations and accessibility guidelines promulgated thereunder.

19. The provisions of the report, the engagement letter and these standard conditions shall be severable, and if a court of competent jurisdiction holds any provisions of the report, engagement letter and these standard conditions invalid, illegal or unenforceable, the remaining provisions shall nevertheless remain in full force and effect as written.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, conclusions, and recommendations.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

I have performed services, as a consultant, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Eric B. Hansen, MAI, AIA, ISHC has not made a personal inspection of the subject property.

No one other than I provided significant real property appraisal or appraisal consulting assistance to the person signing this certification.

As of the date of this report, Eric B. Hansen, MAI, AIA, ISHC has completed the continuing education program of the Appraisal Institute.

Eric B. Hansen, MAI, AIA, ISHC
President

city commission agenda item

item type Public Hearings	meeting date 4/23/2018
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

Ordinance - Request of the City of Winter Park to amend various sign code regulations. (2)

motion / recommendation

Recommendation to Approve the Ordinance to amend various Sign Code provisions regarding clarifications on prohibited signs and measures to enhance code enforcement.

background

This item is a continuation of the Sign Code updates that were tabled at the January 22nd City Commission meeting. Since that time, the Ordinance has been modified to remove the sections that eliminated the use of free standing real estate signs on commercial/office properties and which also eliminated the use of A-frame, sandwich board temporary signs in certain sections of the City.

The process to update the sign code (which has not been done in 20+ years), started with the intent to improve the ability of Code Compliance to enforce the Sign Code, and to update the Sign Code due to new types of signs and evolving technology. The proposed sign changes were developed by staff involving Planning, Building and Code Enforcement with oversight on legality (not content) by the City Attorney. The staff prior to advertisement, reviewed these sign code changes with the Planning and Zoning Board on September 26, 2017, and with the City Commission on August 14, 2017 as non-action/work session items. Since that time there has been the formal P&Z Board public hearing on October 3, 2017 with a positive recommendation; a review by the Economic Development Advisory Board (EDAB) on October 17, 2017; and a presentation to the Park Avenue Merchant Association (PAMA) on October 27, 2017. EDAB and PAMA were both in favor of the changes as presented. At the January 22 Commission meeting, due to concerns of about the prohibition on the commercial and office free standing real estate signs and A-frame, sandwich board temporary sign code changes, the Commission decided to continue this item to give time for staff to discuss further with the business

community. After those discussions, there was agreement that the City needed first to enforce our current Sign Code to downsize all of the many commercial and office real estate signs that are over the 12 sq. ft. limit. It also was agreed that the enforcement improvements in this Ordinance (ability for the City to remove the repeat offender signs) could solve most of the issues with the A-frame and sandwich board signs that are repeatedly placed blocking sidewalks or sitting in landscape islands within the right-of-way.

The following changes are included in the Ordinance for the sign code amendment with the intent to aid enforcement and removal of illegal temporary signs:

Sec. 58-123 – Definitions –
1. Updating and providing new definitions for animated signs including humans that are waving and spinning signs.
2. Determining that murals are signs and creating size and area limits on building walls.
3. Clarify that neon and LED lighting around windows is a window sign and is not permitted.

Sec. 58-134 – Temporary Signs
1. Providing new regulations for decorative wind screens on construction fences regarding the copy area versus pictures.
2. Clarifies that portable A-frame, sandwich and menu board signs are not allowed to block sidewalks, are not permitted in the right-of-ways or street-side landscape areas and that the City may remove such signs after notice to owners of violations and repeated violations.

Sec. 58-135 – Prohibited Signs
1. Clarifying that balloons, human signs, electronic signs, LED window signs, inflatable signs, and any flashing or blinking mechanism or sign is prohibited.
2. Declaring snipe signs "abandoned property" and allowing anyone to remove them.
3. Eliminating content based language regarding flag display.

Sec. 58-137 – Severability - Revising the severability language to comport with case law.

alternatives / other considerations

N/A

fiscal impact

N/A

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	4/11/2018	Cover Memo
Exhibit A	4/11/2018	Cover Memo

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CERTAIN PROVISIONS OF ARTICLE IV, SIGN REGULATIONS OF THE CITY OF WINTER PARK LAND DEVELOPMENT CODE TO REVISE THE REGULATIONS FOR TEMPORARY AND PROHIBITED SIGNS, REVISING THE DEFINITIONS FOR SIGNS, PROVIDE MORE SPECIFICITY AND CLARITY TO EXISTING SIGN REGULATIONS; AND AMENDING SECTION 1-24, SCHEDULE OF VIOLATIONS AND PENALTIES, RELATING TO SNIPE SIGNS; AND PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park has determined the need to update and revise its Land Development Code relative to signs;

WHEREAS, the City Commission finds and determines that certain types of signs, particularly signs with lighted and/or changing information, and human signs, create a safety hazard by distracting motorists, pedestrians, and others;

WHEREAS, the City Commission wishes to protect the safety of motorists, pedestrians, and others from distraction caused by signs;

WHEREAS, the Future Land Use Element of the City's Comprehensive Plan provides that the City shall regulate signage;

WHEREAS, the City Commission finds and determines that the City adopted the Land Development Code in order to implement its comprehensive plan, and to comply with the minimum requirements in the State of Florida's Growth Management Act, at Section 163.3202, Florida Statutes, including the regulation of signage and future land use;

WHEREAS, the City Commission finds and determines that pursuant to the policy of the City's Comprehensive Plan, the City's Land Development Code is required to regulate signage;

WHEREAS, the City Commission finds and determines that this ordinance will lessen hazardous situations, as well as confusion and visual clutter otherwise caused by the proliferation, improper placement, excessive height, excessive size, and distracting characteristics of signs which compete for the attention of pedestrian and vehicular traffic;

WHEREAS, the City Commission hereby finds and determines that anything beside the road which tends to distract the driver of a motor vehicle directly affects traffic safety, and that signs which divert the attention of the driver and occupants of motor vehicles from the highway to objects away from it, may reasonably be found to increase the danger of accidents, and agrees with the courts that have reached the same determination [*see In re Opinion of the Justices*, 103 N.H. 268, 169 A.2d 762 (1961); *Newman Signs, Inv. C. Hjelle*, 268 N.W. 2d 741 (N.D. 1978); *Naser Jewelers, Inc. v. City of Concord, New Hampshire*, 513 F.3d 27 (1st Cir. 2008)];

WHEREAS, the City Commission has determined that the purpose and intent provisions of its signage regulations should be more detailed so as to further describe the beneficial, aesthetic, and other effects of the City's sign regulations, and to reaffirm that the sign regulations are concerned with the secondary effects of speech and are not designed to censor speech or regulate the viewpoint of the speaker;

WHEREAS, the City Commission wishes to continue to assure that animated signs and flashing signs are effectively prohibited as sign-types within the City;

WHEREAS, the City of Winter Park finds and determines that the regulation of signage for purposes of aesthetics has long been recognized as advancing the public welfare;

WHEREAS, the City of Winter Park finds and determines that as far back as 1954 the United States Supreme Court recognized that "the concept of the public welfare is broad and inclusive," that the values it represents are "spiritual as well as physical, aesthetic as well as monetary," and that it is within the power of the legislature "to determine that the community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled" [Justice Douglas in *Berman v. Parker*, 348 U.S. 26, 33 (1954)];

WHEREAS, the City of Winter Park finds and determines that aesthetics is a valid basis for zoning, and that the regulation of the size of signs and the prohibition of certain types of signs can be based upon aesthetic grounds alone as promoting the general welfare [*see Merritt v. Peters*, 65 So. 2d 861 (Fla. 1953); *Dade Town v. Gould*, 99 So. 2d 236 (Fla. 1957); *E.B. Elliott Advertising Co. v. Metropolitan Dade Town*, 425 F.2d 1141 (5th Cir. 1970), *cert. dismissed*, 400 U.S. 805 (1970)];

WHEREAS, the City of Winter Park finds and determines that the enhancement of the visual environment is critical to a community's image and its continued presence as a tourist destination;

WHEREAS, the City of Winter Park finds and determines that the sign control principles set forth herein create a sense of character and ambiance that distinguishes the City as one with a commitment to maintaining and improving an attractive environment;.

WHEREAS, the City of Winter Park finds and determines that the sign regulations are intended to permit signs that are compatible with their surroundings and aid orientation, and to preclude placement of signs in a manner that devalue adjacent properties and land uses;

WHEREAS, the City of Winter Park finds and determines that the regulation of signage was originally mandated by Florida's Local Government Comprehensive Planning and Land Development Regulation Act in 1985 (*see* Chapter 85-55, §14, Laws of Florida), and this requirement continues to apply to the City of Winter Park through Section 163.3202(2)(f), Florida Statutes;

WHEREAS, the City of Winter Park finds and determines that the definition of "sign" should be revised so as to provide more specificity;

WHEREAS, the City of Winter Park finds and determines that there should be a more detailed definition for "animated sign" and that animated signs should continue to be included among signs prohibited in the City;

WHEREAS, the City of Winter Park finds and determines that the size restrictions on all temporary signs should be consistent;

WHEREAS, the City of Winter Park finds and determines that the regulations on election signs should be modified to comport with case law;

WHEREAS, the City of Winter Park finds and determines that "snipe signs" as defined in the sign code are abandoned property and anyone should be empowered to remove them;

WHEREAS, the City of Winter Park finds and determines that the amendments, as set forth herein, are consistent with all applicable policies of the City's adopted Comprehensive Plan;

WHEREAS, the City of Winter Park finds and determines that one of the City's goals under its comprehensive plan and included within the future land use element is to promote, protect, and improve the public health, safety and welfare of the City's residents through the provision of appropriate land uses;

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

SECTION 1. The above recitals are hereby adopted as the legislative purpose of this Ordinance and as the City Commission's legislative findings.

SECTION 2. Portions of Chapter 58, Land Development Code, Article IV, Sign Regulations, are hereby amended to read as shown on Exhibit "A" attached hereto, and

words with single underlined type shall constitute additions to the original text and ~~strike through~~ shall constitute deletions to the original text.

SECTION 3. All real estate signs not in conformance with any provisions of these regulations must be removed, changed or altered to conform to the provisions of these regulations and amendments within six (6) months after such sign becomes nonconforming.

SECTION 4. Section 1-24, Schedule of violations and penalties, of Article II, Code Enforcement Citations, of the City of Winter Park Code of Ordinances, is hereby amended by changing the violation for Snipe signs to a Class II violation as follows:

Class	Violation	Ord. No.
* * *		
II	Snipe signs	§ ~~31-19(15)(b)~~ 58-135(3)
* * *		

SECTION 5. 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 6. 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;

SECTION 7. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 8. 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 _____, 2018.

_____
Mayor Steve Leary

ATTEST:

_____
City Clerk, Cynthia S. Bonham

EXHIBIT "A"

Sec. 58-123. - Definitions.

For the purposes of this article, certain terms or words used herein shall be interpreted as follows:

Animated sign means ~~any sign or part of a sign which changes physical position by movement or rotation~~ a sign which includes action, motion, or color changes, or the optical illusion of action, motion, or color changes, including a sign set in motion by movement of the atmosphere, or made up of a series of sections that turn, whether such movement or rotation is by human energy, mechanical or electronic means.

Electronic sign means a sign ~~for presentation of information for visual reception, acquired, stored or transmitted in various forms where the input information is supplied as an electrical signal and uses a light source, LED (light emitting diodes), bare electric bulbs, luminous tubes, fiber optic or any other combination of light sources to create the message. Also, signs that appear projected or are intermittently or intensely illuminated or of a traveling, tracing, scrolling or sequential light type, or contain or are illuminated by animated or flashing light,~~ on which the copy changes automatically on a lamp bank or in a similar fashion, including but not limited to LED (light emitting diodes), LCD (liquid crystal displays), CEVMS (commercial electronic variable message signs), plasma displays, dynamic displays, projected images, or any other functionally equivalent technology, and which is capable of automated, remote or computer control to change the image, or through any electronically illuminated, scrolling or moving text, symbols or other images, utilizing LED, LCD, CEVMS, or other digital or electronic technology, commonly known as electronic message or reader boards, electronic marquees, message centers, moving message displays, or digital signs.

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Flashing sign means any directly or indirectly illuminated sign which exhibits intermittent or flashing natural or artificial light or color effects by any means whatsoever. ~~Automatic changing signs such as public service time, temperature and date signs or electronically controlled message centers are classed as changing signs, not flashing signs.~~

Ground sign means a sign affixed to the ground and supported by poles, uprights, or braces extending from the ground or a permanently mounted object on the ground but not attached to any part of any building. Ground signs are also referred to as pole signs, pylon signs and monument signs.

Murals means art work or painting on the wall, façade, awning or other part of a building.

Sign means any object or device visible from the right-of-way of a street or highway, or internal parking lot, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business product, service, event or location by any means including words, letters, figures, designs, symbols, fixtures, colors, motion, illumination, or projected images. "Sign" also includes a human sign, which is a sign that is carried, waved, or otherwise displayed by a person, including a sign worn as an article of clothing, while outside, for the purpose of advertising a business, service or product.

Signs do not include the following:

(1) Window displays of merchandise, pictures or models of products or services;

(2) Time and temperature devices not related to a product;

(3) Symbols or crests of political subdivisions and religious, fraternal, professional or civic organizations;

(4) Works of art, such as sculpture, statutes, fountains which in no way identify a product;

(5) Directional signs four ~~six~~ square feet in area or less and no higher than thirty (30) inches in height, so as not to block visibility at points of ingress and egress which direct and guide traffic and parking ~~but bear no advertising matter~~ which are limited to directional text/symbols and logo;

(6) Coin-operated vending machines, gasoline pumps, telephone booths, and ice vending equipment.

(7) Banners, used by the city or a museum to support a city commission-approved event or activity, excluding those used to identify a political cause or statement.

~~(8) Up to three balloons 12 inches or less in diameter on one property or premises.~~

~~(9) Murals painted on walls that bear no advertising matter.~~

Sec. 58-134. - Temporary signs.

(b) Subdivision development signs shall be permitted to identify subdivisions where an active building and development program is underway. Such signs shall be permitted on a temporary permit basis only for a maximum of two years or until the subdivision is completed, whichever shall occur first. Such signs shall be limited to one per street frontage and shall not exceed 32 square feet in size or eight feet in height. For construction projects of multi-family or non-residential buildings, the wind screen coverings on construction fences may contain pictures and perspective elevations of the exterior of the project on up to fifty (50%) percent of the wind screen area but the area of text, words, logos, and other project information shall not cover more than 32 square feet of the fence wind screen materials per street frontage.

(c) On site development signs shall be permitted on property where there is an active building program underway to identify the project, the developer, architect, contractor, realtor and others involved in the design, construction and financing. Such signs shall be permitted on a temporary basis and shall not be erected more than five days prior to the start of construction. Signs shall be removed upon issuance of a certificate of occupancy or when there has been no construction activity on the property for 60 days or more. Such signs shall be limited to one per street frontage and shall not exceed eight square feet in size or six feet in height for single family and duplex building projects; 32 square feet in size and eight feet in height for multifamily building projects and 32 square feet ~~no larger or higher than the size that is permitted for permanent ground signs~~ for nonresidential building projects. For construction projects of multi-family or non-residential buildings, the wind screen coverings on construction fences may contain pictures and perspective elevations of the project but the area of text, words, logos, and other project

information shall not cover more than 32 square feet of the fence wind screen materials per street frontage.

(d) One temporary real estate sign offering real property for sale or lease shall be permitted on each street frontage of properties where an owner is actively attempting to sell or lease such property, either personally or through an agent. Such sign shall not exceed four square feet in area nor six feet in height in residential zones for one or two-family dwellings and shall not exceed 12 square feet in area for multifamily dwellings or nonresidential buildings. All such temporary real estate signs shall be located behind the sidewalk or ten feet behind the curb or edge of pavement, whichever is greater. Additionally, a maximum of two "open house" signs may be used to direct interested persons to the location of an open house, in addition to the "open house" sign placed at the site of the real property offered for sale. The two directional signs are limited in size to two square feet and may be placed in the public right-of-way subject to not blocking visibility for traffic and are subject to allowing removal by the abutting property owner if that owner does not consent to the placement of the sign. Such "open house" signs shall be posted only during the hours of 9:00 a.m. to 6:00 p.m. and shall be removed immediately following the close of the open house event. Open house signage shall not be posted more than two days per week.

(f) One temporary sign, A-frame sign, sandwich board sign, portable sign or menu board per business may be located outside of a commercial business, zoned C-2 or C-3, exclusive of beautification elements such as plants. The sign must be located within two (2) feet of the street front wall or window of the building, unless specifically approved for an alternate location by the City due to factors involving pedestrian circulation. One such sign per business may also be permitted within shopping centers, zoned C-1, provided that such signs are located on pedestrian walkways under a building canopy and not interfering with pedestrian and handicapped accessibility and provided that such signs are not visible from a public street. The sign must not block or impede pedestrian traffic or be placed on the public sidewalk and at least six feet of clear sidewalk width must remain for pedestrian traffic. The minimum criteria for all temporary signs in this paragraph (or section) are as follows:

1) Per above, the sign must be located within two (2) feet of the front wall or window of the building, unless specifically approved by the City due to pedestrian circulation.
2) The sign must be no more than six feet in height and not more than ~~two feet in width~~ six square feet.
3) Sign placement must comply with the Florida ADA and shall not be located in the public sidewalk or within the right-of-way.
4) At least five (5) feet of clear sidewalk space must be provided between the sign and the curb or other obstruction.
5) Placement of signs in landscaped areas in the road right-of-way is prohibited.
6) Signs may only be placed immediately in front of the business they are advertising.
7) Signs shall not be secured, tethered, or installed on traffic devices, utility equipment, trees, furniture, poles, or any other fixture.
8) Signs shall not be located within sight triangles or in a manner that obstructs visibility to vehicular traffic.
9) Signs must be safely secured and removed in windy conditions and removed when the business is not open.

10) Signs must have a static message and there shall be no illumination of any kind on the sign or within the sign.
11) Signs shall not have a computer screen or TV monitor of any kind to display messages, images or information.
12) Such signs provided to the business by a product, brand or service which identify the product, brand or service as an integral part of the sign shall not be permitted. Such signs should identify the business and not function as off-site advertising for a particular product, brand or service.

~~The sign must be no more than six feet in height and not more than two feet in width.~~ The signs must be decorative, with the name/logo of the business included. ~~The sign must be safely secured and removed under windy conditions. The sign must be removed when the business is not open.~~ A temporary sign, portable sign or menu sign is not permitted if the business chooses to place an outdoor display of merchandise as permitted by this Code. ~~section 58-82(aa).~~ Failure to locate said sign in the permitted location and placement in an unauthorized location within the city sidewalk, street side landscape area or other portion of the public right-of-way, shall permit the City to deem said sign as abandoned property and said sign shall be subject to removal by the City. In addition, failure to remove such signs when the business is closed shall also subject the sign to removal by the City.

~~(g) Portable signs. One portable advertising sign may be placed in front of active businesses in General Commercial (C-3) zoning districts at or near the front lot line of the property. The sign shall not obstruct traffic visibility for vehicles exiting or interfere with traffic circulation within the property and shall not exceed two feet in width or six feet in height. Multi-tenant properties with several businesses within a single building shall be limited to one portable sign to serve one or all of the businesses within the building. The sign shall be removed when the business is not open and shall be removed during high wind conditions. In addition, the sign shall not interfere with required landscaping for a property. Businesses with existing ground, pole or roof signs shall not be permitted an additional portable sign under this paragraph.~~

Sec. 58-124. Signs permitted in zoning districts of the city.

(a) Residential, parks and recreation, and public and quasi-public districts.

(1) For each single family home or duplex, one identification sign for each dwelling unit not exceeding an area of one and one-third square feet. Such identification sign shall not be subject to the permit requirements of this chapter.
(2) For multiple family uses, rooming and boarding houses, one identification sign for each developed parcel, not exceeding 12 square feet in area.
(3) For nonresidential uses, one identification sign and one bulletin board for each developed parcel not exceeding a total of 18 square feet in area for all signs.
(4) All signs shall be either wall signs or ground signs. Grounds signs shall not exceed a height of six feet. No height limit is specified for wall signs. All signs shall be placed on private property behind the lot line. These signs shall also comply with the applicable provisions of sections 58-125 and 58-126.
(5) Such signs may not have interior illumination. Backlit halo-type opaque sign lettering is permitted, however, the light color must be white or subdued and muted such as a pastel shade. Sign faces and sides may not be translucent and must be an opaque material such as metal or wood.

(b) *Office (O-1) and (O-2) districts.*

(3) Office district properties located within the boundaries of the area subject to the Central Business District Facade Design Guidelines, the Morse Boulevard Plan Facade Design Guidelines area from New York Avenue to Denning Drive or within the boundaries of the Hannibal Square Neighborhood Commercial District may not have digital, electronic, and/or internally illuminated signs, such as backlit plastic, acrylic or glass. Front lighting of signs is encouraged. External illumination must be provided by a light source that is installed to prevent direct light from shining onto the street or adjacent properties. Flashing or moving lights are not permitted. Backlit halo-type opaque sign lettering is permitted, however, the light color must be white or subdued or muted such as a pastel shade. Sign faces and sides may not be translucent and must be an opaque material such as metal or wood.

(d) *Central business (C-2) district.*

(6) Commercial (C-2) district properties may not have digital, electronic, and/or internally-illuminated signs, such as backlit plastic, acrylic or glass. Front lighting of signs is encouraged. External illumination must be provided by a light source that is installed to prevent direct light from shining onto the street or adjacent properties. Flashing or moving lights are not permitted. Backlit halo-type opaque sign lettering is permitted, however, the light color must be white or subdued and muted such as a pastel shade. Sign faces and sides may not be translucent and must be an opaque material such as metal or wood.

(e) *General commercial (C-3), limited commercial (C-3A) and light industrial (I-1) districts.*

(4) Commercial district properties located within the boundaries of the area subject to the Central Business District Facade Design Guidelines, the Morse Boulevard Plan Facade Design Guidelines area from New York Avenue to Denning Drive or within the Hannibal Square Neighborhood Commercial District may not have digital, electronic, and/or internally illuminated signs, such as backlit plastic, acrylic or glass. Front lighting of signs is encouraged. External illumination must be provided by a light source that is installed to prevent direct light from shining onto the street or adjacent properties. Flashing or moving lights are not permitted. Backlit halo-type opaque sign lettering is permitted, however, the light color must be white or subdued and muted such as a pastel shade. Sign faces and sides may not be translucent and must be an opaque material such as metal or wood.

Sec. 58-129. - Signs on awnings. In addition to other permitted signs, a sign consisting of letters not exceeding an average height of 12 inches placed within an area width not exceeding 18 inches may be painted, placed, or installed upon the front and sides of any awning erected and maintained in accordance with the city's building code. An identification emblem, insignia, initial or other similar feature not exceeding an area of eight square feet may be painted, placed or installed elsewhere on any awning. Awnings in areas subject to the Central Business Façade Design Guidelines and Morse Boulevard Plan Design Façade Design Guidelines may not have a shiny surface and must have a matte, fabric texture finish.

Sec. 58-130. - Other signs.

(d) *Window signs.* The total area of all window signs on any side of a building shall not cover more than 25 percent of the window area. In addition, there shall not be permitted any neon or LED lighting in a window as highlighting, bordering or drawing attention to other signage or merchandise in a window or business or as part of such signage or as stand-alone lighting, other than an "Open" sign which must be non-flashing and non-scrolling. "Open" signs shall be turned off when the business is closed.

(e) Mural signs. Art work painted or afixed to building walls, facades or other exterior surfaces shall be limited to one single façade only on the first floor on each side directly facing a street and shall not cover more than forty-five (45%) percent of the first floor of that wall or signable area. The City Commission may approve larger murals on a case by case basis, at a public hearing after notice to adjacent property owners, if such mural art works are exclusively non-commercial in nature and deemed to provide artistic value and benefit to the surrounding area and not just of benefit to the building or business proposing the mural.

*(f) Flags. N*o more than three flags of a national, religious, fraternal or civic organization shall be displayed and the total permitted size of all individual flag(s) shall not exceed 32 square feet.

Sec. 58-133. - Nonconforming signs.

~~(a) All signs not in conformance with any provisions of these regulations, with the exception of the maximum height and area limitations, must be removed, changed, or altered to conform to the provisions of these regulations within two years after such sign becomes nonconforming.~~

~~(1) Any sign not in conformance with the provisions of these regulations becomes nonconforming on July 14, 1998.~~

~~(2) Any sign not in conformance with the provisions of an amendment to these regulations becomes nonconforming on the effective date of such amendment.~~

~~(3) Any projecting sign which is nonconforming due solely to its location over a public right-of-way shall also be exempt from the conformance provisions of this chapter.~~

(a) ~~(b)~~ Whenever the occupancy of a premises with nonconforming signs changes, the new occupant shall be required to remove, change or alter such signs to conform to the provisions of these regulations. This requirement is not intended to apply to changes in ownership where the same type of business, continues to occupy the premises. Whenever a building is demolished and removed for redevelopment, the existing ground signs shall also be required to be demolished and removed at the same time as the demolition of the building(s) and new signage shall be required to conform to the provisions of these regulations.

(b) ~~(c)~~ All wind signs, animated signs, and nonconforming flashing signs shall be removed or converted to non-flashing, non-animated signs. All portable and temporary signs not in conformance with this section shall be removed or altered to meet the requirements of this section.

(c) ~~(d)~~ No nonconforming sign shall be enlarged or increased in size or altered in any fashion or extended to occupy a greater amount of land. No nonconforming sign shall be reconstructed if the sign pole(s) or structural elements of the sign face(s) are damaged, destroyed or removed to an extent of more than 50 percent of the replacement cost at the time of destruction. Nonconforming signs may undergo reasonable repair and maintenance including change of advertising message. Reasonable repair and maintenance means the work necessary to keep the sign structure in a good state of repair, including the replacement in kind of materials in the sign structure. When such replacement of materials is involved, such replacement may not exceed 50 percent of the structural materials in the sign within any 24-month period.

Sec. 58-135. - Prohibited signs.

The following types of signs are expressly prohibited in all districts, except as otherwise provided by this article:

(1) Animated signs, flashing signs, automatic changing signs, electronic and inflatable signs are~~. Animated signs, flashing signs and automatic changing signs or automatic changeable copy signs shall be~~ prohibited. Also, any interior or exterior blinking mechanism or flashing window signs of any size are prohibited. This is not intended to prohibit public service information signs and other electronic message centers where different copy changes are shown on the same lamp bank as long as such messages are limited to time, temperature, date and other public service non-advertising copy.

(2) *Snipe signs*. The tacking, pasting or otherwise affixing of signs of a miscellaneous character to any vacant or developed property or to walls of buildings, on poles, trees, fences or other structures is prohibited. Any snipe sign unlawfully placed on or affixed to private or public property or placed in the right-of-way, including but not limited to public property and rights-of-way along or adjoining any roadway, in violation of this Code, is hereby declared to be abandoned property and is subject to being removed by the City, so long as such removal is accomplished in a safe and peaceful manner. Nothing herein shall be construed to permit any City staff person who removes such abandoned property to do so in a manner that endangers any person or the safety of any other person traveling on such roadway. Such prohibition on snipe signs shall not apply to temporary real estate open house signs if displayed in accordance with the provisions of this code.

(4) *Banner and wind signs.* Banner and wind signs shall be prohibited. ~~In addition no more than three flags of a national, religious, fraternal or civic organization shall be displayed and no individual flag shall exceed 32 square feet.~~ Government facilities displaying the banners in the public interest for community events and signs authorized under a special event permit are exempt from this provision.

(10) Balloons whether inflated or permanent. ~~More than three balloons over 12 inches in diameter on any one property or any one balloon over 18 inches in diameter.~~

(11) Neon or LED lighting in a window as highlighting, bordering or otherwise drawing attention to other signage or merchandise in a window or as part of such signage or as stand-alone lighting, other than an “open” sign, all of which must be non-flashing and non-scrolling.

(12) Any sign not expressly permitted in Article IV, Sign Regulations, is prohibited.

Section 58-137. Severability.

(a) *Generally.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section.

(b) *Severability where less speech results.* Without diminishing or limiting in any way the declaration of severability set forth elsewhere in this section, this Code, or any adopting ordinance, if any part, section subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section, even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.

(c) *Severability of provisions pertaining to prohibited signs.* Without diminishing or limiting in any way the declaration of severability set forth elsewhere in this section, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section that pertains to prohibited signs, including specifically those signs and sign-types prohibited and not allowed under Section 58-135 of this section. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of Section is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of Section 58-135.

(d) *Severability of prohibition on off-site signs.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section and/or any other Code provisions and/or laws as declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on off-site signs as contained in this section and Code.

city commission agenda item

item type Public Hearings	meeting date 4/23/2018
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

Request of Sydgan Corp. for conditional use approval under the cluster housing provisions of the R-2 zoning to construct a two-story, four-unit residential project of 10,556 square feet on the property at 301 West Comstock Avenue, zoned R-2.

motion / recommendation

Recommendation to approve the conditional use request with the following condition:

1. The two-story garage and above garage room structure is an accessory structure to the principal residential structure, and in no event shall the two-story garage and above garage room structure be converted to function as its own principal use(s) or structure(s). The use of the two-story garage and above garage room structure shall remain an integral part of and inseparable from the use of the principal dwelling units within the principal residential structure building such that there shall be no more than a total of four residential dwelling units upon the property. Each of the four garages and above garage rooms within the two-story accessory structure shall be used only in conjunction with and appurtenant to title of, corresponding to and matching the dwelling units within the principal residential structure having the same unit numbers on the plan submitted with the conditional use application. None of the accessory two-story garage and above garage rooms, nor any portion thereof shall be leased, sub-leased, condominiumized or conveyed separate from the corresponding (matching unit numbers on the plan) principal dwelling unit(s) within the principal residential structure building. The owner(s) and tenant(s) of the principal residential dwelling unit(s) is/are prohibited from renting or leasing (including sub-leasing) out the two-story garage and the above garage room, or any combination or portion thereof, to a tenant which is different than the tenant of the corresponding residential dwelling unit within the principal residential structure. That the property owner shall execute and record a restrictive covenant enforceable by the City of Winter Park with terms and in a form acceptable to the City which makes the aforesaid condition of conditional use approval restrictive covenant binding upon and running with the land. Said restrictive covenant shall prohibit condominiumizing the property and its improvements in such way that violates this condition or the intent thereof. Said restrictive covenant shall be executed and recorded prior to the issuance of any building permit for any structure constructed upon the property.

background

The Sydgan Corp. (representing the property owner) is requesting Conditional Use approval under the Cluster Housing provisions of the R-2 zoning in order to construct a four unit, two-story residential project at 301 W. Comstock Avenue.

Site and Zoning Parameters: The property at 301 W. Comstock Avenue property measures 19,325 square feet per OCPA (0.44 acres), and is zoned Low Density Residential (R-2). The property is adjacent to the duplex townhomes and single family homes of the David Weekly project and the FDOT railroad right-of-way. Based on the 10/units per acre maximum density, this permits the 4 units proposed.

Proposed Project: These 4 new units will be developed in a single building with two units on the first floor and two units on the second floor. In addition, each unit has their own two car garage and accessory living space on the second floor above the garage

The individual units range in size from 1,570 to 1,656 square feet with the detached garage (22 x 22) 484 sq. ft. and upstairs living space of 420-484 sq. ft. The total building size is 10,556 square feet which is at the maximum permitted FAR of 55%. The impervious coverage is 12,036 square feet at 62.2% is within the maximum permitted coverage of 65%. The project also meets the 30% building lot coverage requirement.

The required parking is provided by the two car garages for each unit, as well as the opportunity to park 5-6 visitor cars in locations on-site, as shown on the plans. The garages at 22x22 meet the architectural design standards for garages that allow one to comfortably park two cars in the garage and also fit your trash can inside the garage. You will also note pervious pavement shown in areas along the western property line in order to help preserve three existing trees along that property line. No other trees exist on-site.

Architectural Appearance: The architectural style of the project replicates the "Old World Mediterranean" design of the Barbour Apartments, at 544 N. Knowles Avenue, designed and built by Gamble Rogers in 1936. Attached are pictures of the Barbour Apts. building and you will see in the applicant's elevations, that they are doing a very good job of replicating this very attractive and historic architectural image.

To achieve commonality with the design of the Barbour House Apts. the plan has two architectural 'tower' elements at 32.5 feet in height but otherwise the overall building is within the 30 foot height limit for R-2 development. Another architectural element that they are trying to replicate is the 'wall arch' feature over the driveway off of Comstock Avenue, which you can see in the picture of the Barbour Apts. from the Swoope side. That 'wall arch' is at 17 feet in height which needs a variance for the section that is within the 10 foot side setback. The "wall arch" in in line with the front of the adjacent home at 337 W. Comstock and staff understands that they are agreeable to that variance.

Setback Variances: The buildings setbacks to the FDOT railroad right-of-way at 7.5 feet in lieu of the required 10 foot setback and the one southwest corner of this

building that is 9 feet from the Comstock Avenue right-of-way in lieu of the required 30 foot setback. The proximity to the railroad is a non-issue for the planning staff. The proximity of the building to Comstock Avenue is an issue depending upon the impact upon the adjacent neighbor at 337 Comstock Avenue. Again, with their concurrence, staff is not opposed to that variance because it arises from the desire of the applicant to replicate in form and function the layout and image of the Barbour Apts. and is located 35 feet away from the adjacent neighbor.

Storm Water Retention: This project will have an underground storm water system that will meet the requirements of the St. John River Water Management District as well as City Code.

Other Approvals: This project is intended to be developed as apartments. If the owner decides later to covert to condominiums, they will be able to do that without needing any subsequent city approval.

Staff Analysis of the Conditional Use Request: The key word within our Conditional Use code standards is "compatibility". This project in overall size (55% FAR) matches the density (55% FAR) of the adjacent David Weekly buildings (duplexes and single family homes). It is located at the dead end cul-de-sac of Comstock Avenue adjacent to the FDOT railroad right-of-way. The variances requested (tower height, gate feature and building corner) all result from the attempt to replicate as close as possible to the layout and look of the Barbour Apts. The applicant is to be commended for the effort at recreating this historically important and attractive architectural product.

Summary: At the P&Z Board meeting, they heard comments from residents about concerns with renting out the garage living space. Chairman Johnston asked Dan Langley, City Attorney, if he could suggest some language to help as a condition regarding the concerns about the garage living space. Mr. Langley verbalized the following language which was agreeable to the Board:

1. The two-story garage and above garage room structure is an accessory structure to the principal residential structure, and in no event shall the two-story garage and above garage room structure be converted to function as its own principal use(s) or structure(s). The use of the two-story garage and above garage room structure shall remain an integral part of and inseparable from the use of the principal dwelling units within the principal residential structure building such that there shall be no more than a total of four residential dwelling units upon the property. Each of the four garages and above garage rooms within the two-story accessory structure shall be used only in conjunction with and appurtenant to title of, corresponding to and matching the dwelling units within the principal residential structure having the same unit numbers on the plan submitted with the conditional use application. None of the accessory two-story garage and above garage rooms, nor any portion thereof shall be leased, sub-leased, condominiumized or conveyed separate from the corresponding (matching unit numbers on the plan) principal dwelling unit(s) within the principal residential structure building. The owner(s) and tenant(s) of the principal residential dwelling unit(s) is/are prohibited from renting or leasing (including sub-leasing) out the two-story garage and the above garage room, or any combination or portion thereof, to a tenant which is different than the tenant of the corresponding residential

dwelling unit within the principal residential structure. That the property owner shall execute and record a restrictive covenant enforceable by the City of Winter Park with terms and in a form acceptable to the City which makes the aforesaid condition of conditional use approval restrictive covenant binding upon and running with the land. Said restrictive covenant shall prohibit condominiumizing the property and its improvements in such way that violates this condition or the intent thereof. Said restrictive covenant shall be executed and recorded prior to the issuance of any building permit for any structure constructed upon the property.

Planning and Zoning Board Minutes – April 3, 2018:

REQUEST OF THE SYDGAN CORP. FOR: CONDITIONAL USE APPROVAL UNDER THE CLUSTER HOUSING PROVISIONS OF THE R-2 ZONING TO CONSTRUCT A TWO-STORY, FOUR-UNIT RESIDENTIAL PROJECT OF 10,556 SQUARE FEET ON THE PROPERTY AT 301 WEST COMSTOCK AVENUE, ZONED R-2.

Planning Manager, Jeff Briggs, presented the staff report. He explained that Sydgan Corp. (representing the property owner) is requesting Conditional Use approval under the Cluster Housing provisions of the R-2 zoning in order to construct a four unit, two-story residential project at 301 W. Comstock Avenue.

Mr. Briggs reviewed site and zoning parameters explaining that the property at 301 W. Comstock Avenue property measures 19,325 square feet per OCPA (0.44 acres), and is zoned Low Density Residential (R-2). He stated that the property is adjacent to the duplex townhomes and single-family homes of the David Weekly project and the FDOT railroad right-of-way and based on the 10/units per acre maximum density, this permits the 4 units proposed.

Mr. Briggs stated that the 4 new units will be developed in a single building with two units on the first floor and two units on the second floor. He noted each unit has their own two car garage and accessory living space on the second floor above the garage. He went on to explain that individual units range in size from 1,570 to 1,656 square feet with the detached garage (22 x 22) 484 sq. ft. and upstairs living space of 420-484 sq. ft. The total building size is 10,556 square feet which is at the maximum permitted FAR of 55%. The impervious coverage is 12,036 square feet at 62.2% is within the maximum permitted coverage of 65% and that the project also meets the 30% building lot coverage requirement.

Mr. Briggs stated that the required parking is provided by the two car garages for each unit, as well as the opportunity to park 5-6 visitor cars in locations on-site, as shown on the plans. The garages at 22x22 meet the architectural design standards for garages that allow one to comfortably park two cars in the garage.

Mr. Briggs reviewed the architectural appearance, set back variances and storm water retention. He summarized stating that the project in overall size (55% FAR) matches the density of the adjacent David Weekly buildings (duplexes and single-family homes). It is located at the dead end cul-de-sac of Comstock Avenue adjacent to the FDOT railroad right-of-way. The variances requested (tower height, gate feature and building corner) all result from the attempt to replicate as close as possible to the

layout and look of the Barbour Apartments and the applicant is to be commended for the effort at recreating this historically important and attractive architectural product. Staff recommendation is for Approval. Mr. Briggs answered questions from the Board.

Dan Bellows (Sydgan Corp.), 411 West New England Avenue, represented the Applicant. He stated that FDOT, in conjunction with City of Winter Park, recently installed a wide bike path/pedestrian sidewalk from New York Avenue to Fairbanks Avenue and a fence was installed between the sidewalk and the train tracks so pedestrians are protected from the track. He asked for an opportunity to respond to public comments/questions.

The Board heard public comments from Scott Rost, 1000 Legion Place; Lee Ann Inman, 327 West Comstock Avenue; Maria Bryant, 450 South Virginia Avenue; Laurel Habgood, 411 West Comstock Avenue; Forest Michael, 358 West Comstock Avenue and Scott Goodkind, 266 West Lyman Avenue regarding concerns of the building setback to Comstock, parking, storm water retention and the potential of renting of garage units making the development an 8-unit dwelling as opposed to the 4-unit dwelling being proposed. The most repeated concern was the ability of the garage square footage to become separate garage apartments.

Applicant, Dan Bellows, responded to public comments and questions from the Board. He addressed resident concerns related to parking and storm water retention indicating that the project has visitor parking beyond code and that he must meet the City's storm water requirements. He also explained that there is no intent to rent out the accessory living spaces above the garages as individual units. City Attorney, Dan Langley asked Mr. Bellows if he would be opposed if the Board, as part of the Conditional Use Approval, added a covenant/condition that would require the units above the garages to be tied to main units in the building so they cannot be rented or sold independently of each other. Mr. Bellows was not opposed to the condition.

No one else wished to speak; the Public Hearing was closed.

The Board conversed about neighbor concerns and discussion ensued about the concern of the ability of the garage living area to become separate garage apartments. The Board members expressed that they were satisfied with the amount of resident and visitor parking and the efforts to save the existing trees. They stated their recognition of the historic architecture and the hardship for the variances in replicating that design.

Chairman Johnston asked Dan Langley, City Attorney, if he could suggest some language to help as a condition regarding the concerns about the garage living space. Mr. Langley verbalized that language which was agreeable to the Board.

Motion made by Ray Waugh with the language just suggested by the City Attorney, (as detailed below) which was seconded by Laura Turner for Conditional Use approval under the Cluster Housing provisions of the (R-2) zoning to construct a two-story, four-unit residential project at 301 West Comstock Avenue, with the following condition:

1. The two-story garage and above garage room structure is an accessory structure to the principal residential structure, and in no event shall the two-story garage and above garage room structure be converted to function as its own principal use(s) or structure(s). The use of the two-story garage and above garage room structure shall remain an integral part of and inseparable from the use of the principal dwelling units within the principal residential structure building such that there shall be no more than a total of four residential dwelling units upon the property. Each of the four garages and above garage rooms within the two-story accessory structure shall be used only in conjunction with and appurtenant to title of, corresponding to and matching the dwelling units within the principal residential structure having the same unit numbers on the plan submitted with the conditional use application. None of the accessory two-story garage and above garage rooms, nor any portion thereof shall be leased, sub-leased, condominiumized or conveyed separate from the corresponding (matching unit numbers on the plan) principal dwelling unit(s) within the principal residential structure building. The owner(s) and tenant(s) of the principal residential dwelling unit(s) is/are prohibited from renting or leasing (including sub-leasing) out the two-story garage and the above garage room, or any combination or portion thereof, to a tenant which is different than the tenant of the corresponding residential dwelling unit within the principal residential structure. That the property owner shall execute and record a restrictive covenant enforceable by the City of Winter Park with terms and in a form acceptable to the City which makes the aforesaid condition of conditional use approval restrictive covenant binding upon and running with the land. Said restrictive covenant shall prohibit condominiumizing the property and its improvements in such way that violates this condition or the intent thereof. Said restrictive covenant shall be executed and recorded prior to the issuance of any building permit for any structure constructed upon the property.

The motion carried unanimously with a 5-0 vote.

alternatives / other considerations

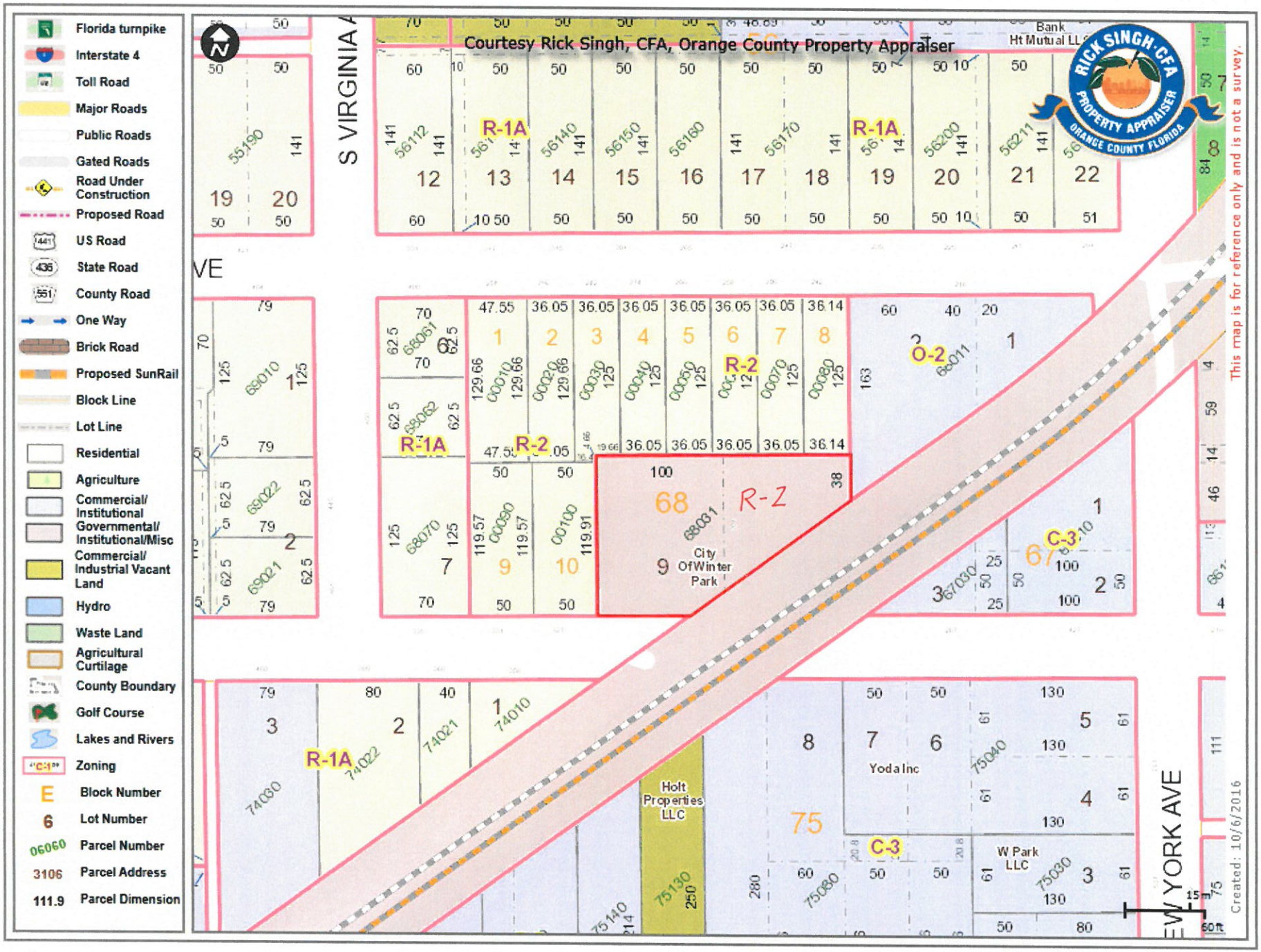
N/A

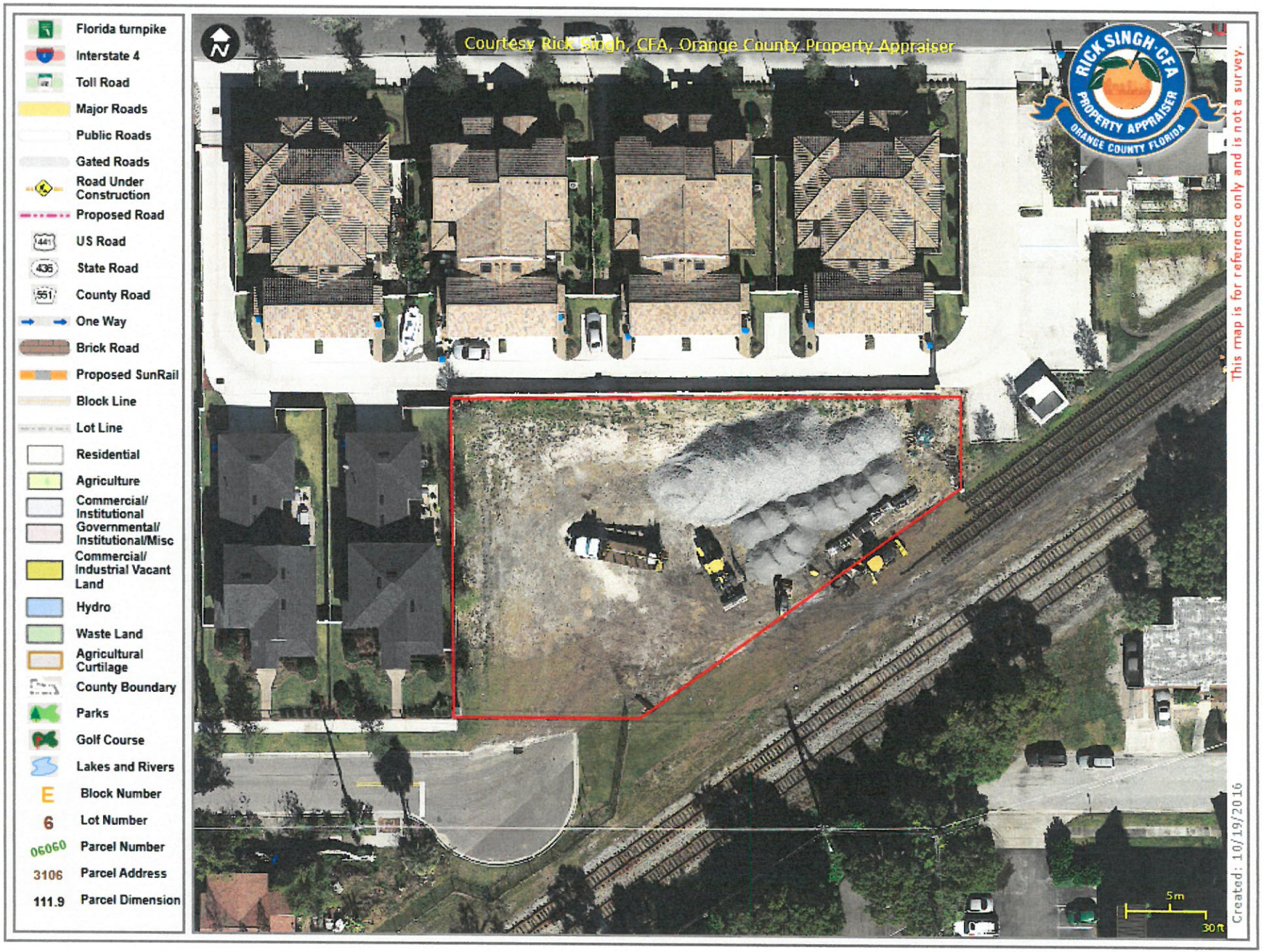
fiscal impact

N/A

ATTACHMENTS:

Description	Upload Date	Type
Backup Materials	4/10/2018	Backup Material
Letters of Support	4/10/2018	Backup Material


Courtesy Rick Singh, CFA, Orange County Property Appraiser
RICK SINGH, CFA
PROPERTY APPRAISER
ORANGE COUNTY FLORIDA
S VIRGINIA A
VE
R-1A
R-2
O-2
C-3
City Of Winter Park
Holt Properties LLC
Yoda Inc
W Park LLC
EW YORK AVE
Florida turnpike
Interstate 4
Toll Road
Major Roads
Public Roads
Gated Roads
Road Under Construction
Proposed Road
US Road
State Road
County Road
One Way
Brick Road
Proposed SunRail
Block Line
Lot Line
Residential
Agriculture
Commercial/ Institutional
Governmental/ Institutional/Misc
Commercial/ Industrial Vacant Land
Hydro
Waste Land
Agricultural Curtilage
County Boundary
Golf Course
Lakes and Rivers
Zoning
Block Number
Lot Number
Parcel Number
Parcel Address
Parcel Dimension
This map is for reference only and is not a survey.
Created: 10/6/2016


Courtesy Rick Singh, CFA, Orange County Property Appraiser
RICK SINGH, CFA
PROPERTY APPRAISER
ORANGE COUNTY FLORIDA
This map is for reference only and is not a survey.
Created: 10/19/2016
5m
30ft
Florida turnpike
Interstate 4
Toll Road
Major Roads
Public Roads
Gated Roads
Road Under Construction
Proposed Road
US Road
State Road
County Road
One Way
Brick Road
Proposed SunRail
Block Line
Lot Line
Residential
Agriculture
Commercial/ Institutional
Governmental/ Institutional/Misc
Commercial/ Industrial Vacant Land
Hydro
Waste Land
Agricultural Curtilage
County Boundary
Parks
Golf Course
Lakes and Rivers
Block Number
Lot Number
Parcel Number
Parcel Address
Parcel Dimension

Google Maps 544 N Knowles Ave

Barbour Apts. view from Knowles

Image capture: May 2015 © 2018 Google

Winter Park, Florida

Google, Inc.

Street View - May 2015

Google Maps 215 E Swoope Ave

Barbour Apts. view from Swoope

Winter Park, Florida

Google, Inc.

Street View - May 2015

Image capture: May 2015 © 2018 Google

301 W COMSTOCK AVE - LOT 9,10,11,12

ZONING R-2	SQ.FT.
LAND AREA	19,193

FAR	FLOOR 1		FLOOR 2			TOTAL
UNITS		GARAGE		GUEST	PATIO	
1A	1630	484		420	150	2,534
1B	1570	484		420	300	2,774
2A		484	1656	484		2,624
2B		484	1656	484		2,624
SHARED					353	
TOTAL SQ FT	3,200	1,936	3,312	1,808		10,556
TOTAL AC	3,200		3,312	1,808		8,320
TOTAL NON-AC		1,936			803	2,739

MAX	SHOWN
55%	55%
10,556	10,556

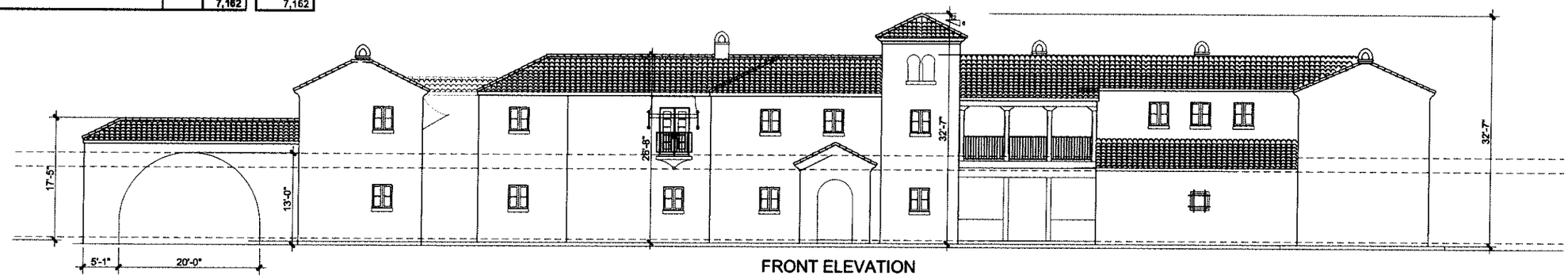
		MAX	SHOWN
BUILDING FOOTPRINT	5,738	35%	30%
		6,718	5,738

IMPERVIOUS		MAX	SHOWN
		65%	63%
BUILDING footprint	5,738	12,475	12,038
DRIVES WALKWAYS PATIOS	6,300		
TOTAL	12,038		

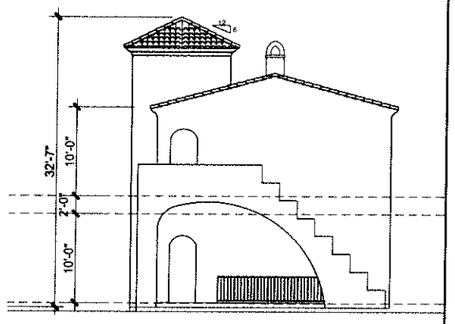
PARKING	UNIT 1A	1B	2A	2B	TOTAL	REQ'D	SHOWN
	2.5	2.5	2.5	2.5	10	10	14

PERVIOUS		SHOWN
		37%
LANDSCAPE SORMWATER	7,162	7,162

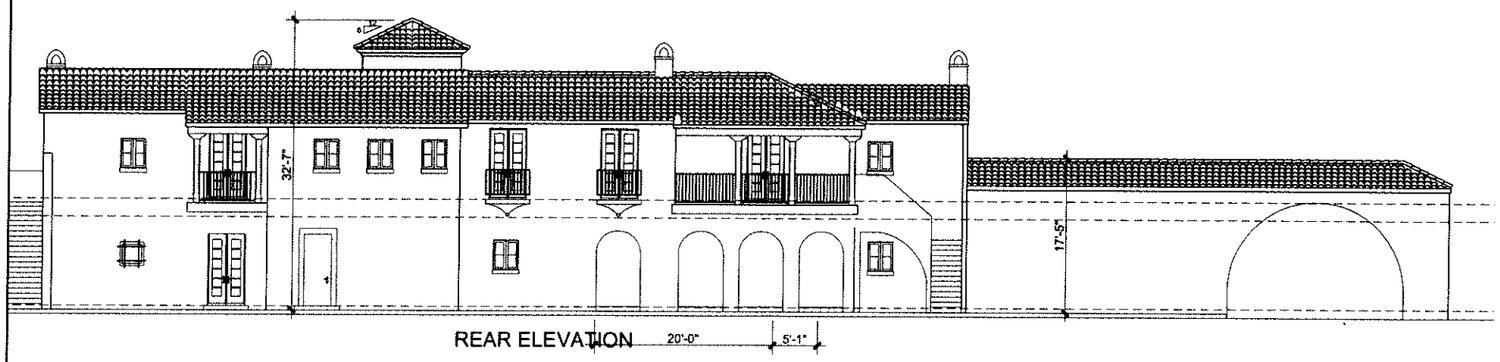
301 W. COMSTOCK
WINTER PARK, FL 32790



FRONT ELEVATION



SIDE ELEVATION



REAR ELEVATION

301 W. COMSTOCK
WINTER PARK, FL 32790

PRELIMINARY
NOT FOR CONSTRUCTION

MOD
T/ 407.740.5585
MO@MODinc.us

NO.	REVISIONS:	DATE:

SCALE:

DATE: 03-13-18

DWG NO. A

TITLE SHEET / ELEVATIONS

LOT 1
FF ELEV.
= 89.11

LOT 2
FF ELEV.
= 89.11

LOT 3
FF ELEV.
= 90.0

LOT 4
FF ELEV.
= 90.0

LOT 5
FF ELEV.
= 91.36

LOT 6
FF ELEV.
= 91.36

LOT 7
FF ELEV.
= 91.97

LOT 8
FF ELEV.
= 91.97

GARAGE
FF ELEV.
= 88.86

GARAGE
FF ELEV.
= 88.86

GARAGE
FF ELEV.
= 89.75

GARAGE
FF ELEV.
= 89.75

GARAGE
FF ELEV.
= 91.11

GARAGE
FF ELEV.
= 91.11

GARAGE
FF ELEV.
= 91.72

GARAGE
FF ELEV.
= 91.72

EXISTING CHAPEL

SHARED
STORMWATER POND
WITH BLAKE YARD

ADJACENT PROPERTY R-2 ZONING

GARAGE
FF ELEV.
= 89.74

1023-B

LOT 10
FF ELEV.
= 89.74

ADJACENT PROPERTY R-2 ZONING

UNIT-1A
400 sf

UNIT-1B
400 sf

UNIT-2A
400 sf

UNIT-2B
400 sf

UNIT-3
400 sf

1A
1700 sf

1B
1700 sf

ADJACENT PROPERTY
O-1 ZONING

1st FLOOR
TRAINTRACK RIGHT OF WAY

COMSTOCK AVENUE

SITE PLAN
NTS

301 W. COMSTOCK
WINTER PARK, FL 32790

PRELIMINARY
NOT FOR
CONSTRUCTION

MOD
DWG NO. B

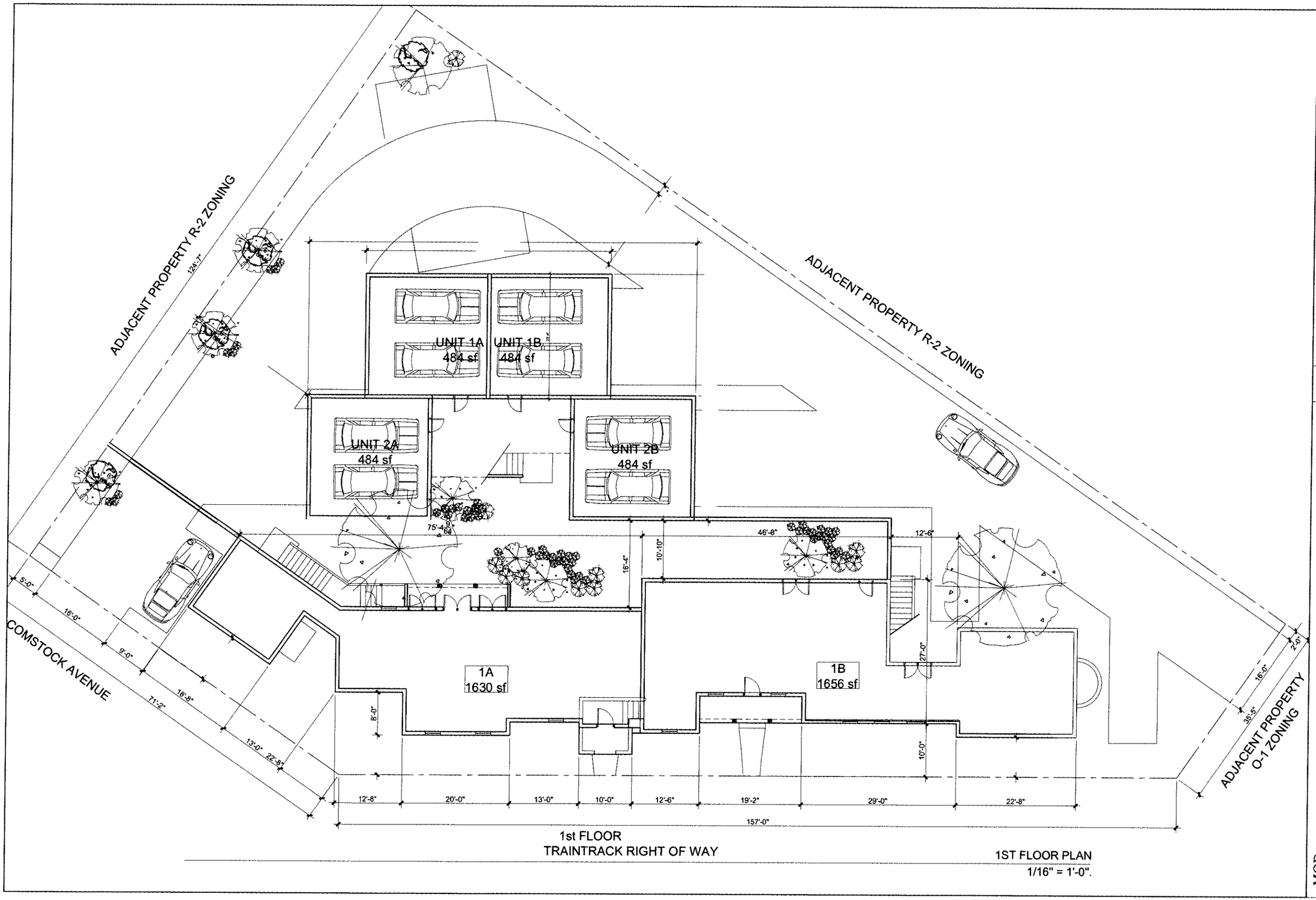
T/ 407.740.5585
MO@MODinc.us

NO.	REVISIONS:	DATE:

SCALE:

DATE: 01-22-18

SITE PLAN SHOWING ADJACENCIES



1ST FLOOR PLAN
1/16" = 1'-0".

301 W. COMSTOCK
WINTER PARK, FL 32790

PRELIMINARY
NOT FOR
CONSTRUCTION

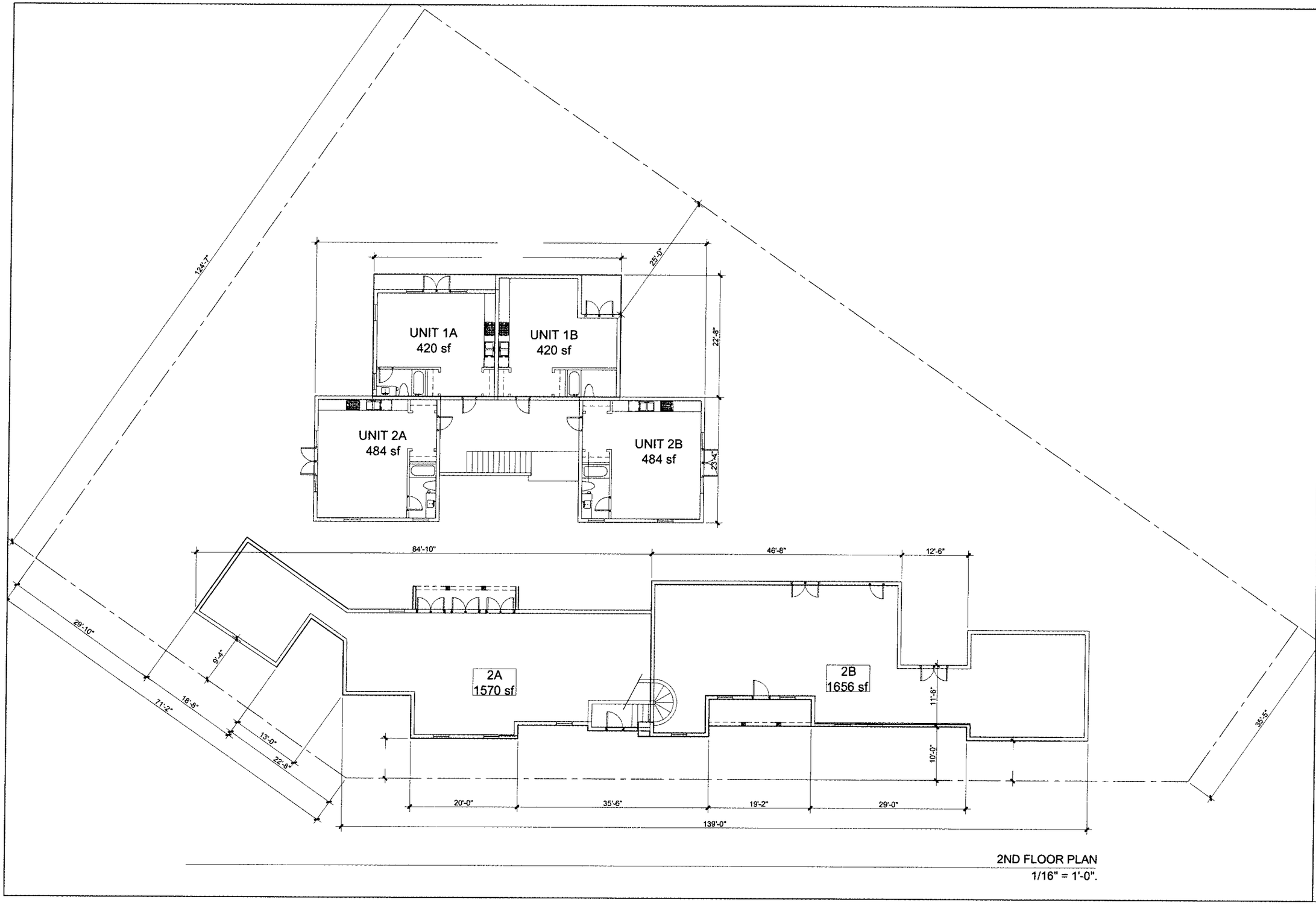
MOD
DWG NO. 1

T/ 407.740.5585
MO@MODinc.us

SCALE:
DATE: 03-13-18

NO.	REVISIONS	DATE

1ST FLOOR PLAN



2ND FLOOR PLAN
1/16" = 1'-0".

301 W. COMSTOCK
WINTER PARK, FL 32790

PRELIMINARY
NOT FOR
CONSTRUCTION

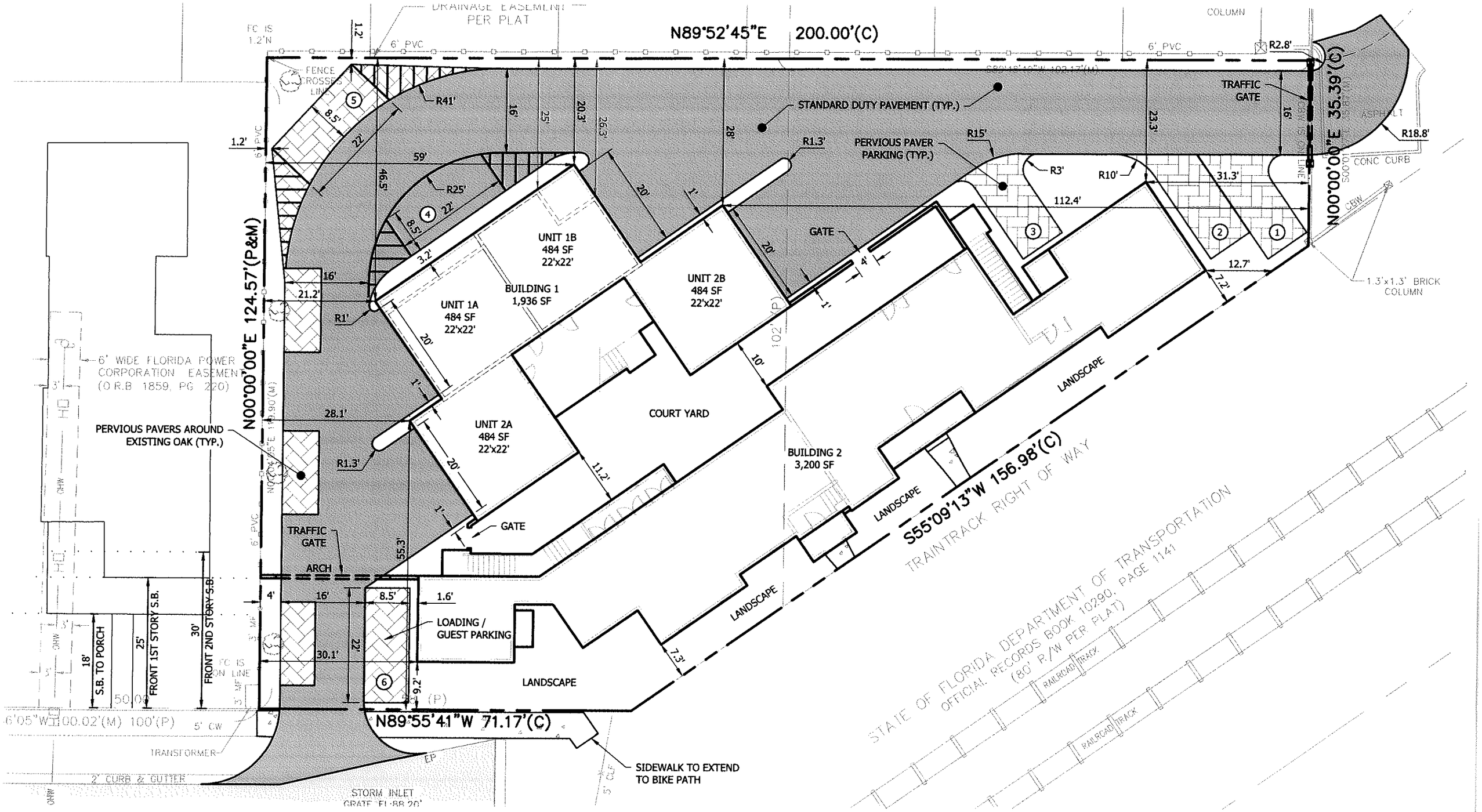
MOD
DWG NO. 2

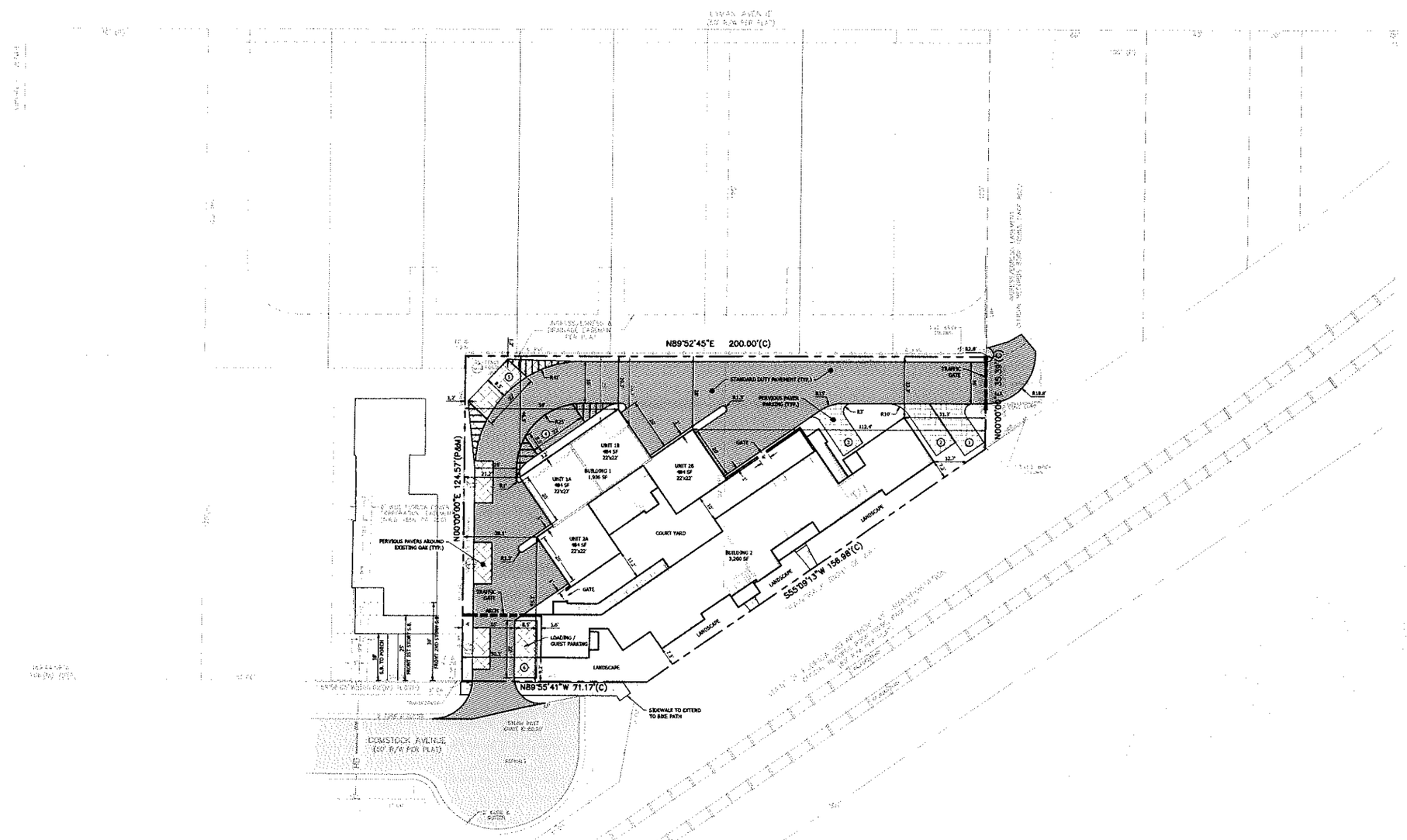
T/ 407.740.5585
MO@MODinc.us

NO. REVISIONS. DATE:

SCALE:
DATE: 03-13-18

2ND FLOOR PLAN


DRAINAGE EASEMENT PER PLAT
N89°52'45"E 200.00'(C)
FC IS 1.2'N
1.2'
6' PVC
FENCE CROSSES LINE
R41'
16'
25'
20.3'
26.3'
28'
STANDARD DUTY PAVEMENT (TYP.)
PERVIOUS PAVER PARKING (TYP.)
R1.3'
R15'
R3'
R10'
23.3'
TRAFFIC GATE
19'
COLUMN
R2.8'
ASPHALT
R18.8'
CONC CURB
31.3'
112.4'
12.7'
7.2'
1.3'x1.3' BRICK COLUMN
N00°00'00"E 35.39'(C)
N00°00'00"E 124.57'(P&M)
59'
46.5'
R25'
22'
8.5'
20'
1'
GATE
4'
UNIT 1B
484 SF
22'x22'
UNIT 1A
484 SF
22'x22'
BUILDING 1
1,936 SF
UNIT 2B
484 SF
22'x22'
3.2'
16'
21.2'
R1'
1'
102.0'(P)
10'
LANDSCAPE
6' WIDE FLORIDA POWER CORPORATION EASEMENT (O.R.B 1859, PG 220)
PERVIOUS PAVERS AROUND EXISTING OAK (TYP.)
28.1'
UNIT 2A
484 SF
22'x22'
COURT YARD
11.2'
BUILDING 2
3,200 SF
TRAFFIC GATE
ARCH
55.3'
GATE
LANDSCAPE
4'
16'
8.5'
1.6'
LOADING / GUEST PARKING
30.1'
22'
7.3'
18'
S.B. TO PORCH
25'
FRONT 1ST STORY S.B.
30'
FRONT 2ND STORY S.B.
9.2'
N89°55'41"W 71.17'(C)
S55°09'13"W 156.98'(C)
TRANSFORMER
2' CURB & GUTTER
STORM INLET
SIDEWALK TO EXTEND TO BIKE PATH
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFFICIAL RECORDS BOOK 10290, PAGE 1141
(80' R/W PER PLAT)
TRAINTRACK RIGHT OF WAY
RAILROAD TRACK
RAILROAD TRACK



NORTH

SCALE: 1" = 20'

0' 20' 40'

LEGEND

- EXISTING PAVEMENT
- EXISTING CONCRETE
- PROPOSED PAVEMENT
- PROPOSED CONCRETE
- PROPOSED PERVIOUS PAVERS
- PROPERTY LINE
- EXISTING FENCE
- LOT LINES
- PARKING SPACE COUNT

NO.	DATE	APPROVED	DESCRIPTION

DESIGNED BY: MF
DRAWN BY: DH
CHECKED BY: MF

MICHAEL D. FLORA P.E. FL REG. #79413

NOT VALID UNLESS SIGNED AND SEALED

SLOAN
Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 533-8146 • FAX: (863) 800-1159
FLORIDA CERTIFICATE OF AUTHORIZATION (P.E.) #24247

811 Know what's below. Call before you dig.

CLIENT: BENJAMIN PARTNERS, LTD.
PROJECT: 301 W COMSTOCK AVE.

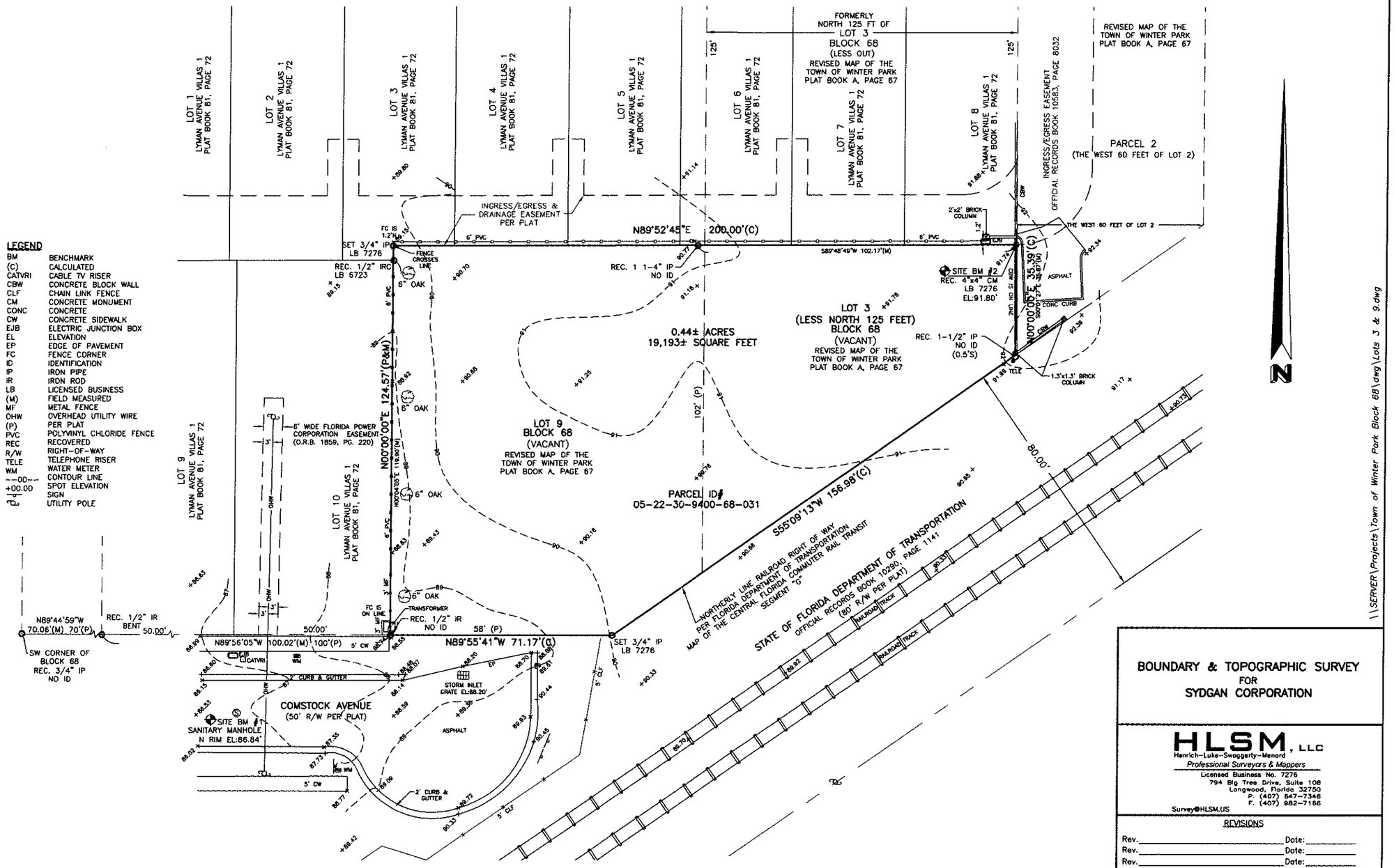
SITE PLAN

WINTER PARK, FLORIDA

PROJECT NO.	SHEET NO.
1881	ST-1

LEGAL DESCRIPTION:

LOT 3, EXCEPT THE NORTH 125 FEET OF SAID LOT AND ALL OF LOT 9, BLOCK 68, WINTER PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK "A", PAGE 67, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



LEGEND

BM	BENCHMARK
(C)	CALCULATED
CATVRI	CABLE TV RISER
CBW	CONCRETE BLOCK WALL
CLF	CHAIN LINK FENCE
CM	CONCRETE MONUMENT
CONC	CONCRETE
CW	CONCRETE SIDEWALK
EJB	ELECTRIC JUNCTION BOX
EL	ELEVATION
EP	EDGE OF PAVEMENT
FC	FENCE CORNER
ID	IDENTIFICATION
IP	IRON PIPE
IR	IRON ROD
LB	LICENSED BUSINESS
(M)	FIELD MEASURED
MF	METAL FENCE
OHW	OVERHEAD UTILITY WIRE
(P)	PER PLAT
PVC	POLYVINYL CHLORIDE FENCE
REC	RECOVERED
R/W	RIGHT-OF-WAY
TELE	TELEPHONE RISER
WM	WATER METER
---00---	CONTOUR LINE
+00.00	SPOT ELEVATION
	SIGN
	UTILITY POLE

SURVEYOR'S NOTES:

1. The lands as shown hereon lie within Section 7, Township 22 S., Range 30 E., Orange County, Florida.
2. This survey represents a survey made on the ground under the supervision of the signing surveyor, unless otherwise noted.
3. Underground improvements or underground foundations have not been located except as noted.
4. This survey does not reflect or determine ownership.
5. All easements of which the surveyor has knowledge of, or has been furnished, have been noted on this map.
6. No title data has been provided to this surveyor unless otherwise noted.
7. Bearings shown hereon are assumed relative to the East line of Lot 10, Lyman Avenue Villas 1; said bearing being N90°00'00"E per Plat Book 81, Page 72.
8. According to the Federal Insurance Rate Map, this property lies in Zone "X", Community Panel number 12095C0255 F, Dated: 9/25/2009.
9. Elevations shown hereon are based on Orange County benchmarks relative to NAVD 88.
10. Legal Description as shown taken from Orange County, Florida Property Appraiser web site.
11. Only trees located along the west property line as per request of the client.

CERTIFIED TO:

CITY OF WINTER PARK, A FLORIDA MUNICIPAL CORPORATION
WINTER PARK REDEVELOPMENT AGENCY, LTD., A FLORIDA LIMITED PARTNERSHIP
WESTCOR LAND TITLE INSURANCE AND LIBERTY TITLE COMPANY
FISHBACK, DOMINICK, BENNETT, ARDAMAN, AHLERS, LANGLEY & GELLER LLP
WINTER PARK REDEVELOPMENT MGT CORPORATION

THAT THIS SURVEY WAS PERFORMED IN THE FIELD ON THE DATE(S) SHOWN HEREON.

BOUNDARY & TOPOGRAPHIC SURVEY FOR SYDGAN CORPORATION

HLSM, LLC
Henrich-Luke-Swoggerty-Menard
Professional Surveyors & Mappers
Licensed Business No. 7276
794 Big Tree Drive, Suite 108
Longwood, Florida 32750
P. (407) 647-7346
F. (407) 982-7186
Survey@HLSM.US

REVISIONS

Rev._____ Date:_____
Rev._____ Date:_____
Rev._____ Date:_____
Rev. TREE & RECERTIFICATION Date: 8/18/17

THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Job No:	H-528
Field Date:	07/25/17
Drawn By:	JJR
Field By:	ME/TH
Scale:	1"=20'

William F. Menard
Professional Surveyor & Mapper
Florida Registration #5625

\\SERVER\Projects\Town of Winter Park Block 68\dwg\Lots 3 & 9.dwg

March 29, 2018

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

Re: 301 W. Comstock Avenue Conditional Use Application

Dear Ms. Breland:

My name is Samuel F Phillips, and I am the owner of the property located at 435 W. Lyman Avenue where I reside with my wife. I am fully aware of the proposed project at 301 W. Comstock Avenue in Winter Park, Florida, including the conditional use and requested variances, and I am writing to communicate my strong support for that project.

Please accept this letter as a courteous notice of my full support and opinion that this project will be an asset to Hannibal Square and Winter Park as a whole.

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

Sincerely,

Samuel F. Phillips
Property owner and resident

Winter Park Real Estate Advisors, Inc.

3200 S. Hiawassee Road, Suite 205
Orlando, Florida 32835
{407} 523-2323 ♦Fax {407} 578-8323
Email: NARossman@NARossman.com
Cell No: 407-230-2536

March 27, 2018

Kim Breland
City of Winter Park
401 South Park Avenue
Winter Park, Florida 32789

Re: 301 W. Comstock Ave., Winter Park, FL

Dear Ms. Breland:

My name is Nancy A. Rossman, I am the President of Winter Park Real Estate Advisors, Inc. I am the owner of 326 and 354 Hannibal Square E and 455, 463 and 465 Lyman Ave.

I am writing to express my support for the project at 301 W. Comstock Ave as requested by the applicant as well as the requested variances. I feel very strongly that this project will have a positive impact on the neighborhood, and I'm looking forward to seeing it progress.

If you have any questions or need any additional information, please feel free to contact me at any time.

Very truly yours,

Nancy A. Rossman

From: Daren Ellington <daren@darenellington.com>
To: w1454 <w1454@aol.com>
Subject: Fwd: 301 W. Comstock Ave.
Date: Thu, Mar 22, 2018 8:59 pm

For your records.

Thanks,
Daren Ellington
Daren@DarenEllington.com

---------- Forwarded message ----------
From: **Daren Ellington** <daren@darenellington.com>
Date: Thu, Mar 22, 2018 at 8:57 PM
Subject: 301 W. Comstock Ave.
To: kbreland@cityofwinterpark.org

Ms. Breland,

My name is Daren Ellington. I am the owner of 451 W. Comstock Avenue, and my wife and I are currently in the process of building our personal residence at that address.

I am writing to express my support for the project at 301 W. Comstock Avenue as requested by the applicant as well as the requested variances. I feel very strongly that this project will have a positive impact on our neighborhood, and I'm looking forward to seeing it progress.

If you have any questions or need any additional information, please feel free to contact me at any time.

Thanks,
Daren Ellington
Daren@DarenEllington.com

April 2, 2018

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

Re: 301 W. Comstock Avenue, Winter Park, FL 32789

To Whom It May Concern:

I am the owner of 267 W. Comstock Avenue, Winter Park, FL 32789. I am writing in support of the project at 301 W. Comstock Avenue as requested by the applicant as well as the requested variances.

This development will be directly behind my office building and will be a much nicer view than the current drab empty lot. This project will be a positive addition to the neighborhood and the city and a nice view for the commuters on the train.

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

Sincerely,

Dr. Kimberly Besuden

Winter Park Wellness | Bay Street Wellness
267 W. Comstock Ave | Winter Park, FL 32789 • 407-647-3244 • Fax 407-647-4790
2430 S. Bay Street | Eustis, FL 32726 • 352-357-7244 • Fax 352-357-7246

March 29, 2018

Re: Conditional Use Application/ 301 W. Comstock Ave
Winter Park, Florida

To Whom It May Concern,

Javier Omana and I are the owners of 426 W. Lyman Avenue. I am writing to express our support of the project at 301 Comstock Avenue, including the conditional use and requested variances. It is our understanding that the applicant intends to develop a two story four-unit project with detached garages. We are thrilled with the project vision and know it will be a great complement to the neighborhood.

If you have any questions, please do not hesitate to reach out.

Best regards,

Christina E. Hite, PLA
407-797-9584
chite@dixhite.com

March 27, 2018

RE: Conditional Use Application
301 W. Comstock Avenue, Winter Park, FL

To Whom It May Concern:

I, Morgan S. Bellows, am the owner of 335 W. Comstock Avenue, located within the same block as the subject property.

I am writing to express my support for the project at 301 W. Comstock Avenue, Winter Park, Florida. It is my understanding that the applicant would like to develop a two-story, four-unit residential product with detached two-story garages on this property. I am in full support of the applicants proposed project including the conditional use and requested variances.

Sincerely,

Morgan S. Bellows, Adjacent Property Owner
335 W. Comstock Avenue
Winter Park, FL 32789

March 29, 2018

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

Re: 301 W. Comstock Avenue Conditional Use Application

Dear Ms. Breland:

My name is Sydney B. Brownlee, and I am the president of Morney Partnership, Ltd. which owns the property located at 216 W. Lyman Avenue. I am fully aware of the proposed project at 301 W. Comstock Avenue in Winter Park, Florida, including the conditional use and requested variances, and I am writing to communicate my strong support for that project.

Please accept this letter as a courteous notice of my full support and opinion that this product will be an asset to Hannibal Square and Winter Park as a whole.

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

Sincerely,

Sydney B. Brownlee
sydneybbrownlee@gmail.com
(407) 644-3151

Kim Breland

From: Richard Russell <russell32789@gmail.com>
Sent: Monday, April 2, 2018 2:15 PM
To: Kim Breland
Cc: Dan Bellows
Subject: 301 West Comstock Avenue

April 2, 2018

Kim Breland
City of Winter Park
401 South Park Avenue
Winter Park, FL 32789
via email to kbreland@cityofwinterpark.org

Regarding 301 West Comstock Avenue, Winter Park, FL 32789

Dear Ms. Breland:

I am the owner of 456 West Lyman Avenue, where I am having my personal residence built.

I have reviewed the plans for the project at 301 West Comstock Avenue, and I am writing to express my support both for the project and for the requested variances. I find the project to be thoughtful and attractive – like other Sydgan properties in the neighborhood – and I believe that its completion would enhance the neighborhood significantly.

Please feel free to be in touch if you have any questions.

Sincerely,

Richard Russell
from +1 407-421-7704

city commission agenda item

item type Public Hearings	meeting date 4/23/2018
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 implement the updated Comprehensive Plan policies into the Land Development Code, specifically the policy to adopt a new Medical Arts zoning district and to amend the R-3 and PL zoning districts. (1)

motion / recommendation

Recommendation to approve the Ordinance as presented.

background

This proposed Ordinance makes the changes required to implement the recently adopted new Comprehensive Plan adopted on April 24, 2017 within the City's Land Development Code, that were tabled for additional review by the City Commission in November 2017. A summary of those changes are as follows and the "track change" version shows the changes made since you last saw this in November 2017:

1. Sec. 58-82 – Implements the Comp. Plan policy decision to adopt a new Medical Arts zoning district, with revisions.
2. Sec. 58-68 – Implements the Comp. Plan policy decisions to change the R-3 zoning district to fully implement the maximum 17 units/acre; remove the affordable housing density incentives; implement the policy on third floor sloped roofs and dormers; clarify the visitor parking requirements; and addresses the most common exception request for master bedrooms on the first floor, with revisions.
3. Sec. 58-80 – Implements the Comp. Plan policy decision to require easement for interconnectivity of parking lots when they are granted Parking Lot District zoning by the City, which is all new.

The primary change to the new Medical Arts zoning district from the previous version was to remove the requirement for Master Plans which then granted the authority to staff to approve development consistent with the Master Plans. Instead, the same procedures and notice will be required for the approval of individual development projects within the Medical Arts zoning, as now are in effect for all the other zoning districts of the City.

The primary change to the Multi-Family (R-3) zoning district from the previous version was to remove the staff modifications that applied to projects with less than 15,000 square feet of land area. The current regulations for those properties then

are unchanged.

Planning and Zoning Board Minutes – April 3, 2018:

REQUEST OF THE CITY OF WINTER PARK TO: AMEND CHAPTER 58 "LAND DEVELOPMENT CODE', ARTICLE III, "ZONING REGULATIONS" SO AS TO ADOPT NEW ZONING REGULATIONS BY ADOPTING A NEW MEDICAL ARTS ZONING DISTRICT AND AMENDING THE MULTI-FAMILY (R-3) DISTRICT AND PARKING LOT (PL) DISTRICT AS NECESSARY TO IMPLEMENT THE CITY OF WINTER PARK, COMPREHENSIVE PLAN, GOALS, OBJECTIVES AND POLICIES DOCUMENT, DATED APRIL 24, 2017.

Planning Manager, Jeff Briggs, presented the staff report and explained that the proposed Ordinance makes the changes required to implement the recently adopted new Comprehensive Plan adopted on April 24, 2017 within the City's Land Development Code, that were tabled for additional review by the City Commission in November 2017. He stated that the primary change to the new Medical Arts zoning district from the previous version was to remove the requirement for Master Plans which then granted the authority to staff to approve development consistent with the Master Plans. Instead, the same procedures and notice will be required for the approval of individual development projects within the Medical Arts zoning, as now are in effect for all the other zoning districts of the City.

Mr. Briggs note that the primary change to the Multi-Family (R-3) zoning district from the previous version was to remove the staff modifications that applied to projects with less than 15,000 square feet of land area. The current regulations for those properties then are unchanged. With t respect the Parking Lot change, it requires interconnecting easement between parking lots created in the future behind redevelopment along the north side of Fairbanks Avenue. Staff Recommendation is for APPROVAL of the Ordinance.

No one from the public wished to speak; the Public Hearing was closed. The Board agreed with Staff's recommendation and there were no questions.

Motion made by Ray Waugh, seconded by Laura Turner to amend Chapter 58 "Land Development Code", Article III, "Zoning Regulations" so as to adopt new zoning regulations changing the permitted, conditional and prohibited uses and development standards within the City by adopting a new Medical Arts Zoning District and amending the multi-family (R-3) District and Parking Lot (PL) District as necessary to implement the City of Winter Park, Comprehensive Plan, Goals and Objectives and Policies Document, dated April 24, 2017.

The motion carried unanimously with a 5-0 vote.

alternatives / other considerations

N/A

fiscal impact

N/A

ATTACHMENTS:

Description	Upload Date	Type
Ordinance without tracked changes	4/10/2018	Backup Material
Ordinance with tracked changes	4/10/2018	Backup Material

Version to be adopted

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" SO AS TO ADOPT NEW ZONING REGULATIONS CHANGING THE PERMITTED, CONDITIONAL AND PROHIBITED USES AND DEVELOPMENT STANDARDS WITHIN THE CITY BY ADOPTING A NEW MEDICAL ARTS ZONING DISTRICT AND AMENDING THE MULTI-FAMILY (R-3) DISTRICT AND PARKING LOT (PL) DISTRICT AS NECESSARY TO IMPLEMENT THE CITY OF WINTER PARK, COMPREHENSIVE PLAN, GOALS, OBJECTIVES AND POLICIES DOCUMENT, DATED APRIL 24, 2017; PROVIDING FOR CONFLICTS; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature has adopted Chapter 163, Florida Statutes which requires all local communities to adopt amendments to their Land Development Codes to implement the growth and development policies of Comprehensive Plans adopted pursuant to Chapter 163, Florida Statutes and Florida Administrative Rules in order to provide appropriate policy guidance for growth and development: and

WHEREAS, the Winter Park City Commission adopted a new Comprehensive Plan on April 24, 2017 via Ordinance 3076-17; and

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of proposed amendments to the Zoning Regulations portion of the Land Development Code having held an advertised public hearing on April 3, 2018, and rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed amendments to the Zoning Regulations portion of the Land Development Code and held advertised public hearings on April 23, 2018 and on May 14, 2018 and advertised notice of such public hearings via quarter page advertisements in the Orlando Sentinel pursuant the requirements of Chapter 166, Florida Statutes and placed the proposed amendments on the City's website on March 28, 2018; and.

WHEREAS, the portions of Chapter 58, Land Development Code, Article III, Zoning Regulations that are to be amended and modified as described in each section and amended to read as shown herein where words with <u>single underlined</u> type shall constitute additions to the original text and ~~strike through~~ shall constitute deletions to the original text.

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

SECTION 1. That Chapter 58 “Land Development Code”, Article III "Zoning" of the Code of Ordinances is hereby amended and modified by adding a new Section 58-82 Medical Arts (MA) District, utilizing Section 58-82 reserved, thereby creating a new zoning district in the “Zoning” Article of the Land Development Code to read as attached as Exhibit “A” to this ordinance.

SECTION 2. That Chapter 58 “Land Development Code”, Article III "Zoning" of the Code of Ordinances is hereby amended and modified within Section 58-68 Medium Density Multiple Family (R-3) District subsections (c) (5) (8) (10); (d) (3) and (e) (1), (6) (7) in the “Zoning” Article of the Land Development Code to read as follows:

Sec. 58-68. Medium Density Multiple Family Residential (R-3) District.

(c) *Conditional uses.* The following uses may be permitted after review by the planning and zoning board and approval by the city commission in accordance with the provisions of this article. See Sec. 58-90. Conditional Uses.

(5) Residential complexes which are developed and operated by the Winter Park Housing Authority, or by nonprofit 501(c) corporations providing affordable housing and receiving financial support for affordable or workforce housing from agencies of the federal, state or city government. ~~For such projects the following minimum requirements are met:~~

~~a. The density shall not exceed one unit per 1,000 square feet of ground area;~~

~~b. Parking spaces provided shall not be less than one space per residential unit;~~

~~c. No minimum apartment size shall be required; however, the average size of all the residential units shall not be less than 500 square feet in floor area;~~

~~d. The site on which the complex is to be located shall be served by public utilities and streets capable of accommodating the increased residential densities permitted by this section;~~

~~e. The property owner enters into a formal agreement with the city to pay all taxes and fees required by the city or enters into contractual agreement for a payment in lieu of taxes to the city, whichever shall apply because of ownership.~~

(8) Buildings with a third floor within the central business district, provided that such conditional use approvals require two public hearing approvals by the city commission and buildings with a third floor outside the central business district subject to the normal public hearing approvals outlined in Section 58-90;

(10) Bed and breakfast inns provided such property location is one hundred (100) feet from any single family zoned property ~~residence~~.

(d) *Minimum building site and maximum density.*

(1) The minimum building site required for either a single family residence or a duplex shall be the same as required by the R-2 district.

(2) The minimum building site for a multiple family complex of shall be 15,000 square feet with a minimum front width of 100 feet and a minimum depth of 100 feet. For properties with less than 15,000 square feet in size, the provisions of the R-2 zoning district shall apply.

(3) The ~~minimum ground area per dwelling unit shall be 2,500 square feet and the~~ maximum density shall be seventeen (17) units per acre.

(e) *Development standards.*

(1) Development in the R-3 district, at the discretion of the property owner, may meet the requirements of the R-2 district or shall meet the following R-3 development standards. The requirements of R-2 district must be met for lots which are 65 feet wide or less.

	Single Family	Duplexes	Multi-family housing
Min. land area (sq. ft.)	6,000	9,000	15,000
Min. lot width (ft.)	50	50	100
Min. land area per unit	6,000	4,500	~~2,500~~ 2,562
Min. building setbacks (ft.):			
front yard	25	25	25
side yard	10	10	20
rear yard--one-story	10	10	20
rear yard--two-story	25	25	25
Max. building coverage	35%	35% **	40% **
Max. impervious coverage	60%	65%	70%
Max. building height (ft.)	30	30	35/30*
Min. off-street parking	2/unit	2/unit	2.5/unit

*Note: The Comprehensive Plan limits development in the R-3 zoning district to a maximum of two stories and 30 feet of building height in the area bounded by Minnesota, Azalea Lane, Melrose and Pennsylvania Avenues. ~~certain locations.~~

**Note: In cases where the interior building floor plan design includes any first floor bedroom space in order to accommodate the housing needs of the elderly or mobility impaired, the building footprint coverage may be increased by up to three (3%) percent, but this shall not allow any variance or exception to the required amount of open space pervious coverage.

(6) The intent of the Code requirement for 2.5 (2½) spaces for multiple family projects is to provide visitor parking spaces for guests, service calls, deliveries, etc. For multiple family projects providing 2.5 (2½) parking spaces per unit, the provision of those visitor spaces may not be exclusively within enclosed garages or carports and there must be at least one visitor parking space for each two units that are open and accessible for guests, service calls, deliveries, etc. Multiple family projects may not sell or lease any of the code required visitor parking spaces to individual unit owners or residents. In cases where the City may grant or has granted a variance or exception enabling the

total parking spaces for any multiple family project to be less than the code required 2.5 (2½) spaces per unit, then at least fifteen (15%) percent of the total number of parking spaces approved by the City must be made available as visitor parking. All such visitor parking spaces shall be clearly marked on the pavement or have signage provided, indicating their use for visitor parking. In cases where there is restricted access security or gates for resident parking, then such restricted access security or gates, etc. shall not prohibit access to the required number of visitor parking spaces. Parking necessary for on-site management or other on-site employees shall be provided in parking spaces in excess of the number required as visitor parking. The City's Code Enforcement Board may enforce these provisions when it is witnessed by city staff that on any four consecutive occasions within any two consecutive day period, the same resident vehicle or management employee vehicle is utilizing any designated visitor parking spaces. Two car garages utilized to meet the parking requirements shall be a minimum size of 22 x 22 feet.

(7) Except within the Central Business District geographical area, multi-family residential development within areas designated R-3, shall not exceed two stories in height unless approved via conditional use by the City Commission. In addition, such third floors must have a roof slope of a maximum 12:12 roof slope (45 degree angle) for the third floor starting at the second floor eave height. When the roof slope height reaches the maximum roof height, then a flat roof is permitted or the roof slope may function as a parapet wall. Dormer windows are permitted on the third floor to provide light into such spaces but the dormers may not exceed forty-five (45%) percent of within the same roof plane and must be placed at least 2.5 (2½) feet back from the second floor wall below. Alternative methods of compliance may be approved by the city commission such as terracing and enhanced setbacks for the third floor, such as in wedding cake manner, that setbacks at least seventy-five (75%) percent of the third floor walls without roof porch coverings from the floor walls below for a significant distance on the sides facing streets or other properties.

SECTION 3. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified by adding to Section 58-80 Parking Lot (PL) District, new Section (c) entitled "Cross Access easements" to read as follows:

Sec. 58-80. Parking Lot (PL) District.

(c) Cross access easements.

(1) It is deemed to be in the public interest that private parking lots, under certain conditions be required by design and function to have inter-connectivity with other adjacent properties so that vehicles and traffic may have alternate means of access to side streets or away from residential streets thereby promoting traffic safety and energy efficiency.
(2) As a term and condition of the City granting parking lot (PL) zoning, the city may require and the owner be obligated to grant to the city, a perpetual easement through the proposed parking lot that would allow use by other adjacent owners so that parking lots are interconnected and achieve the public interest cited above. The city shall declare that intent to require such easement, at the time the zoning is granted, so that the owner may choose not to accept parking lot zoning if the easement is unacceptable to the owner. However, once adopted, the easement may not be vacated except by subsequent action by the City Commission.

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

SECTION 5. 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;

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 7. 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 _____, 2018.

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Sec. 58-82. Medical Arts (MA) District.

(a) Purpose:

(1) The Medical Arts district provides for and encourages the development and operation of hospitals, clinics, medical offices and wellness/fitness facilities. Accessory complementary specialty retail businesses, and food service are permitted to serve the users, visitors and employees of the medical facilities. The provisions of this zoning district shall differ from other zoning districts in that the development standards may be clustered and spread across all or portions of the medical/wellness campus, regardless of intervening streets. The Medical Arts district should encourage the development of diverse urban infill medical projects that also include open space areas and public gathering places. The increased building density permitted by this Medical Arts district contrasted with other zoning districts is balanced by the provision of health care that is important to the community at large. Each building use project shall incorporate designs and architecture that enhances the surrounding area and which encourages traditionally designed, pedestrian friendly neighborhoods.

(b) Application:

(1) The Medical Arts (MD) zoning district is appropriate for limited areas along the major commercial corridors that possess prior office or commercial zoning, as specified in the Comprehensive Plan, in order to permit the efficient use of land, as well as the clustering of building density. Medical Arts (MD) zoning shall not be permitted in the Central Business District or Hannibal Square Neighborhood Commercial District. The adoption of Medical Arts (MD) zoning shall only occur in locations where specific provisions are to be applied on a case by case basis to ensure the compatibility of character and intensity of the Medical Arts district with the surrounding development. Medical Arts district zoning shall not be utilized or applicable unless at least eighty (80%) of the floor space within the building is devoted to medical or wellness related business.

(2) Application for Medical Arts zoning in concert with or separate from application for Medical Arts future land use designation in the Comprehensive Plan shall be made with a conceptual development plan showing existing and proposed development and any other improvements contemplated such as roadways. Such prospective or conceptual development plan is intended to provide some generalized information on the location, proposed use and size of future buildings, as may be known by the applicant at the time of application.

(c) *Permitted uses.*

(1) Hospitals; (but not animal hospitals or veterinary clinics)

(2) Medical offices, such as those of medical doctors, physical therapists, state licensed massage therapists, and dentists;

(3) Medical and dental laboratories;

(4) Wellness and fitness facilities related to physical therapy facilities;

(5) Nursing homes or health rehabilitation facilities but not including assisted living or memory care facilities.

(6) Off-street parking lots and parking garages to serve the permitted and accessory uses;

(d) *Accessory uses permitted.* The location of the following accessory and ancillary uses within structures is permitted in this district. These uses must be located within the primary office structure (not within a separate structure) and must be primarily for the use and convenience of occupants and users of the building. These uses shall not have separate public entrances to the outdoors nor separate outdoor advertising signs or any other advertising signs which encourage use by the general public.

(1) Restaurant or cafeteria;

(2) Card and gift shop, florist, or bank/credit union.

(3) Pharmacy store within a medical office building which sells prescription and nonprescription drugs, medicines and medically related equipment only.

(e) *Conditional uses.* The following uses may be permitted as conditional uses following review by the planning and zoning board and approval by the City Commission in accordance with the provisions of this article. See Sec. 58-90. Conditional Uses.

(1) Drive-in components of any business;

(2) Buildings over 10,000 square feet, any addition over 500 square feet to an existing building over 10,000 square feet or additions over 500 square feet to existing buildings that result in a building over 10,000 square feet in size.

(3) Assisted living or memory care facilities.

(e) *Minimum building site.* The minimum building site size shall be no less than two acres and the site shall have a minimum frontage of one hundred (100) feet on a publicly dedicated right-of-way.

(f) *Development standards.*

(1) Any building constructed within this district shall adhere to the following minimum or required setbacks for front, rear and side yards. The front setback from all streets shall be a minimum of ten (10) feet from the property line and a minimum of fifteen (15) feet on Orlando Avenue. For properties along Orange Avenue, the front setback may be reduced to the average front setback of the existing buildings within that block if approved by the City Commission. Side yard setbacks shall be a minimum of five (5) feet from each property line unless the parcel shares a common line with a residentially zoned parcel, then a fifteen (15) foot setback shall be observed for any one or two story building. No building over two stories in height shall be located within 100 feet of an adjoining single family or townhouse building. The rear setback shall be a minimum of thirty (30) feet from the property line.

(2) The maximum floor area ratio shall be one hundred (100%) percent. The floor area ratio shall include the floor area of any attached or detached above grade private parking garage. The permitted floor area ratio may be calculated on a campus wide or area wide collective basis of the properties in the same ownership and MD zoning without respect to intervening streets so that the average of the private land areas in the respective blocks do not collectively exceed the permitted

one hundred (100%) floor area ratio even though that number may be exceeded in one or more portions of the overall campus or site area.

(3) The maximum floor area ratios outlined above are not an entitlement and are not achievable in all situations. Many factors may limit the achievable floor area ratio including limitations imposed by the Maximum Height Map, concurrency management/level of service standards, physical limitations imposed by property dimensions and natural features as well as compliance with applicable code requirements such as, but not limited to, parking and internal circulation, setbacks, landscaping requirements, impervious lot coverage, design standards and on-site and off-site improvements and design amenities required to achieve land use compatibility.

(4) Building heights shall not exceed the height limits imposed by the Maximum Height Map. For those properties shown with a two story maximum, the maximum building height shall be thirty (30) feet; for those properties shown with a three story maximum height, the maximum building height shall be forty-two and a half (42½) feet. For those properties shown with a four story maximum height, the maximum building height shall be fifty-five (55) feet; for those properties shown with a five story maximum height, the maximum building height shall be sixty-five (65) feet. Unless specifically approved by the City Commission, as a conditional use, buildings developed with less than the maximum building stories shall conform to the height for the applicable stories. Parking garage levels shall be counted as stories for each level except for any basement level or the open roof level.

(5) Parapet walls or mansard roofs functioning as parapet walls may be added to the permitted building height but in no case shall extend more than five (5) feet above the height limits in this subsection. Mechanical penthouses, mechanical and air conditioning equipment, elevator/stair towers and related non-occupied structures may be permitted to extend up to ten (10) feet above the height limits in this subsection. Architectural appendages, embellishments and other architectural features may be permitted to exceed the roof heights specified in this section, on a limited basis, encompassing no more than thirty (30%) percent of the building roof length and area, up to eight (8) feet of additional height, upon approval of the city commission, based on a finding that said features are compatible with adjacent projects.

(6) For properties not shown on the Maximum Height Map, located on a property or a campus adjacent to four lane roadways, the maximum height shall not exceed fifty-five (55) feet, or the maximum height shall not exceed forty-two and a half (42 1/2) feet for properties located adjacent to two lane roadways. For corner properties adjacent to both four lane and two lane roadways, the maximum height shall be fifty-five (55) feet.

(7) Development shall not exceed eighty-five (85%) percent impervious coverage in this district,

(8) Whenever the rear or side property lines within this district share a common property line with parcels zoned residential, either a solid wall or vinyl fence shall be provided along the entire common line. The wall or fence shall be six (6) feet in height; except that such wall or fence shall be only three (3) feet in height from the front setback line of the adjoining parcel to the front property line of the adjoining parcel.

(9) Parking garages constructed within the district shall be constructed and maintained in strict conformance with the parking garage design guidelines, as detailed in Sec. 58-84 and as may be adopted and amended by resolution of the city commission.

(10) Other code sections related to development that should be referenced include but are not limited to Off-street Parking Regulations, Maximum Height Map, General Provisions, Definitions,

Sign Regulations (Article IV), Environmental Protection (Article V) (this section includes Division 1 Storm Water, Division 6 Tree Preservation, Division 8 Landscape Regulations Division 9 Irrigation Regulations and Division 10 Exterior Lighting), Subdivision Regulations (Article VI), Historic Preservation (Article VIII) and Concurrency Management regulations (Article II).

NOTE: This is the tracked changes version to show changes made since November 2017

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" SO AS TO ADOPT NEW ZONING REGULATIONS CHANGING THE PERMITTED, CONDITIONAL PROHIBITED USESAND DEVELOPMENT STANDARDS WITHIN THE OF THE CITY BY ADOPTING A NEW MEDICAL ARTS ZONING DISTRICT AND AMENDING THE MULTI-FAMILY (R-3) DISTRICT AND PARKING LOT (PL) DISTRICT AS NECESSARY TO IMPLEMENT THE CITY OF WINTER PARK, COMPREHENSIVE PLAN, GOALS, OBJECTIVES AND POLICIES DOCUMENT, DATED APRIL 24, 2017; PROVIDING FOR CONFLICTS; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature has adopted Chapter 163, Florida Statutes which requires all local communities to adopt amendments to their Land Development Codes to implement the growth and development policies of Comprehensive Plans adopted pursuant to Chapter 163, Florida Statutes and Florida Administrative Rules in order to provide appropriate policy guidance for growth and development: and

WHEREAS, the Winter Park City Commission adopted a new Comprehensive Plan on April 24, 2017 via Ordinance 3076-17; and

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of proposed amendments to the Zoning Regulations portion of the Land Development Code having held an advertised public hearing on April 3, 2018 , and rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed amendments to the Zoning Regulations portion of the Land Development Code and held advertised public hearings on April 23, 2018 and on May 14, 2018 and advertised notice of such public hearings via quarter page advertisements in the Orlando Sentinel pursuant the requirements of Chapter 166, Florida Statutes and placed the proposed amendments on the City's website on March 28, 2018; and.

WHEREAS, the portions of Chapter 58, Land Development Code, Article III, Zoning Regulations, that are to be amended and modified as described in each section and amended to read as shown herein where words with <u>single underlined</u> type shall constitute additions to the original text and ~~strike through~~ shall constitute deletions to the original text.

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

SECTION 1. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified by adding a new Section 58-82 Medical Arts (MA) District, utilizing Section 58-82 reserved above, thereby creating a new zoning district in the "Zoning" Article of the Land Development Code to read as attached as Exhibit "A" to this ordinance.

SECTION 2. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified within Section 58-68 Medium Density Multiple Family (R-3) District subsections (c) (5) (8) (10); (d) ~~(2)~~ (3) and (e) (1), (6) (7) in the "Zoning" Article of the Land Development Code to read as follows:

Sec. 58-68. Medium Density Multiple Family Residential (R-3) District.

(c) *Conditional uses.* The following uses may be permitted after review by the planning and zoning board and approval by the city commission in accordance with the provisions of this article. See Sec. 58-90. Conditional Uses.

(5) Residential complexes which are developed and operated by the Winter Park Housing Authority, or by nonprofit 501(c) corporations providing affordable housing and receiving financial support for affordable or workforce housing from agencies of the federal, state or city government. ~~For such projects the following minimum requirements are met:~~

~~a. The density shall not exceed one unit per 1,000 square feet of ground area;~~

~~b. Parking spaces provided shall not be less than one space per residential unit;~~

~~c. No minimum apartment size shall be required; however, the average size of all the residential units shall not be less than 500 square feet in floor area;~~

~~d. The site on which the complex is to be located shall be served by public utilities and streets capable of accommodating the increased residential densities permitted by this section;~~

~~e. The property owner enters into a formal agreement with the city to pay all taxes and fees required by the city or enters into contractual agreement for a payment in lieu of taxes to the city, whichever shall apply because of ownership.~~

(8) Buildings with a third floor within the central business district, provided that such conditional use approvals require two public hearing approvals by the city commission and buildings with a third floor outside the central business district subject to the normal public hearing approvals outlined in Section 58-90;

(10) Bed and breakfast inns provided such property location is one hundred (100) feet from any single family zoned property ~~residence~~.

(d) *Minimum building site and maximum density.*

(1) The minimum building site required for either a single family residence or a duplex shall be the same as required by the R-2 district.

(2) The minimum building site for a multiple family complex ~~of three to six units shall be 7,500 square feet with a minimum front width of 50 feet. The minimum building site for a multiple family complex of six units or greater~~ shall be 15,000 square feet with a minimum front width of 100 feet

and a minimum depth of 100 feet. For properties with less than 15,000 square feet in size, the provisions of the R-2 zoning district shall apply.

(3) The ~~minimum ground area per dwelling unit shall be 2,500 square feet and the~~ maximum density shall be seventeen (17) units per acre.

(e) *Development standards.*

(1) Development in the R-3 district, at the discretion of the property owner, may meet the requirements of the R-2 district or shall meet the following R-3 development standards. The requirements of R-2 district must be met for lots which are 65 feet wide or less.

	Single Family	Duplexes	Multi-family housing
Min. land area (sq. ft.)	6,000	9,000 ~~6,000~~	15,000 ~~7,500~~
Min. lot width (ft.)	50	50	100
Min. land area per unit	6,000	4,500 ~~3,000~~	~~2,500~~ 2,562
Min. building setbacks (ft.):			
front yard	25	25	25
side yard	10	10	20
rear yard--one-story	10	10	20
rear yard--two-story	25	25	25
Max. building coverage	35%	35% **	40% **
Max. impervious coverage	60%	65%	70%
Max. building height (ft.)	30	30	35/30*
Min. off-street parking	2/unit	2/unit	2.5/unit

*Note: The Comprehensive Plan limits development in the R-3 zoning district to a maximum of two stories and 30 feet of building height in the area bounded by Minnesota, Azalea Lane, Melrose and Pennsylvania Avenues. ~~certain locations.~~

**Note: In cases where the interior building floor plan design includes any first floor bedroom space in order to accommodate the housing needs of the elderly or mobility impaired, the building footprint coverage may be increased by up to three (3%) percent, but this shall not allow any variance or exception to the required amount of open space pervious coverage.

(6) The intent of the Code requirement for 2½ parking spaces for multiple family projects is to provide visitor parking spaces for guests, service calls, deliveries, etc. For multiple family projects providing 2½ parking spaces per unit, the provision of those visitor spaces may not be exclusively within enclosed garages or carports and there must be at least one visitor parking space for each two units that are open and accessible for guests, service calls, deliveries, etc. Multiple family

projects may not sell or lease any of the code required visitor parking spaces to individual unit owners or residents. In cases where the City may grant or has granted a variance or exception enabling the total parking spaces for any multiple family project to be less than the code required 2½ spaces per unit, then at least fifteen (15%) percent of the total number of parking spaces approved by the City must be made available as visitor parking. All such visitor parking spaces shall be clearly marked on the pavement or have signage provided, indicating their use for visitor parking. In cases where there is restricted access security or gates for resident parking, then such restricted access security or gates, etc. shall not prohibit access to the required number of visitor parking spaces. Parking necessary for on-site management or other on-site employees shall be provided in parking spaces in excess of the number required as visitor parking. The City's Code Enforcement Board may enforce these provisions when it is witnessed by city staff that on any four consecutive occasions within any two consecutive day period, the same resident vehicle or management employee vehicle is utilizing any designated visitor parking spaces. Two car garages utilized to meet the parking requirements shall be a minimum size of 22 x 22 feet.

(7) Except within the Central Business District geographical area, multi-family residential development within areas designated R-3, shall not exceed two stories in height unless approved via conditional use by the City Commission. In addition, such third floors must have a roof slope of a maximum 12:12 roof slope (45 degree angle) for the third floor starting at the second floor eave height. When the roof slope height reaches the maximum roof height, then a flat roof is permitted or the roof slope may function as a parapet wall. Dormer windows are permitted on the third floor to provide light into such spaces but the dormers may not exceed forty-five (45%) percent of within the same roof plane and must be placed at least 2½ feet back from the second floor wall below. Alternative methods of compliance may be approved by the city commission such as terracing and enhanced setbacks for the third floor, such as in wedding cake manner, that setbacks at least seventy-five (75%) percent of the third floor walls without roof porch coverings from the floor walls below for a significant distance on the sides facing streets or other properties.

SECTION 3. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified by adding to Section 58-80 Parking Lot (PL) District, new Section (c) entitled "Cross Access easements" to read as follows:

Sec. 58-80. Parking Lot (PL) District.

(c) Cross access easements.

(1) It is deemed to be in the public interest that private parking lots, under certain conditions be required by design and function to have inter-connectivity with other adjacent properties so that vehicles and traffic may have alternate means of access to side streets or away from residential streets thereby promoting traffic safety and energy efficiency.
(2) As a term and condition of the City granting parking lot (PL) zoning, the city may require and the owner be obligated to grant to the city, a perpetual easement through the proposed parking lot that would allow use by other adjacent owners so that parking lots are interconnected and achieve the public interest cited above. The city shall declare that intent to require such easement, at the time the zoning is granted, so that the owner may choose not to accept parking lot zoning if the easement is unacceptable to the owner. However, once adopted, the easement may not be vacated except by subsequent action by the City Commission.

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

SECTION 5. 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;

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 7. 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 _____, 2018.

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Sec. 58-82. Medical Arts (MA) District.

(a) Purpose:

(1) The Medical Arts district provides for and encourages the development and operation of hospitals, clinics, medical offices and wellness/fitness facilities. Accessory complementary specialty retail businesses, and food service ~~and residential units~~ are permitted to serve the users, visitors and employees of the medical facilities. The provisions of this zoning district shall differ from other zoning districts in that the development standards may be clustered and spread across all or portions of the medical/wellness campus, regardless of intervening streets. The Medical Arts district should encourage the development of diverse urban infill medical projects that also include open space areas and public gathering places. The increased building density permitted by this Medical Arts district contrasted with other zoning districts is balanced by the provision of health care that is important to the community at large. ~~This district shall encourage master planning but may also incorporate single use properties for the specified medical and wellness purposes.~~ Each building use project shall incorporate designs and architecture that enhances the surrounding area and which encourages traditionally designed, pedestrian friendly neighborhoods.

(b) Application:

(1) The Medical Arts (MD) zoning district is appropriate for limited areas along the major commercial corridors that possess prior office or commercial zoning, as specified in the Comprehensive Plan, in order to permit the efficient use of land, as well as the clustering of building density. Medical Arts (MD) zoning shall not be permitted in the Central Business District or Hannibal Square Neighborhood Commercial District. The adoption of Medical Arts (MD) zoning shall only occur in locations where specific provisions are to be applied on a case by case basis to ensure the compatibility of character and intensity of the Medical Arts district with the surrounding development. Medical Arts district zoning shall not be utilized or applicable unless at least eighty (80%) of the floor space within the building is devoted to medical or wellness related business~~, except as may be necessary for employee housing~~.

(2) Application for Medical Arts zoning in concert with or separate from application for Medical Arts future land use designation in the Comprehensive Plan shall be made with a conceptual development plan showing existing and proposed development and any other improvements contemplated such as roadways. Such prospective or conceptual development plan is intended to provide some generalized information on the location, proposed use and size of future buildings, as may be known by the applicant at the time of application. ~~Master Plan that depicts the contemplated development plans, densities and building heights to be utilized or constructed within a ten (10) year time horizon. The optional adoption of a Development Agreement as part of such a request for future land use or zoning change may allow for the formal adoption of such Master plan subject to the restrictions and limitations included in the Development Agreement. The Development Agreement may also allow the city staff to review, process and issue building permits for individual building projects that are consistent with an adopted and approved Master Plan without a subsequent conditional use review subject to any design or other conditions that may be included in the Development Agreement.~~

~~(3) Applications for approval or amendments of a Medical Arts Zoning Master Plan shall follow the notice and public hearings procedures established for conditional uses.~~

(c) *Permitted uses.*

(1) Hospitals; (but not animal hospitals or veterinary clinics)

(2) Medical offices, such as those of medical doctors, physical therapists, state licensed massage therapists, and dentists;

(3) Medical and dental laboratories;

(4) Wellness and fitness facilities related to~~;~~ physical therapy facilities;

(5) Nursing homes or health rehabilitation facilities, but not including assisted living or memory care facilities.

(6) Off-street parking lots and parking garages to serve the permitted and accessory uses;

(d) *Accessory uses permitted.* The location of the following accessory and ancillary uses within structures is permitted in this district. These uses must be located within the primary office structure (not within a separate structure) and must be primarily for the use and convenience of occupants and users of the building. These uses shall not have separate public entrances to the outdoors nor separate outdoor advertising signs or any other advertising signs which encourage use by the general public.

(1) Restaurant or cafeteria;

(2) Card and gift shop, florist, or bank/credit union.

(3) Pharmacy store within a medical office building which sells prescription and nonprescription drugs, medicines and medically related equipment only.

~~(4) Residential units utilized exclusively by the employees of the permitted uses, where at least one of the full time residents of each residential unit must be a full or part-time employee or student intern of the hospital, medical office or wellness facility.~~

(e) *Conditional uses.* The following uses may be permitted as conditional uses following review by the planning and zoning board and approval by the City Commission in accordance with the provisions of this article. See Sec. 58-90. Conditional Uses.

(1) Drive-in components of any business;

(2) Buildings over 10,000 square feet, any addition over 500 square feet to an existing building over 10,000 square feet or additions over 500 square feet to existing buildings that result in a building over 10,000 square feet in size.

(3) Assisted living or memory care facilities.

(e) *Minimum building site.* The minimum building site size shall be no less than two acres and the site shall have a minimum frontage of one hundred (100) feet on a publicly dedicated right-of-way.

(f) *Development standards.*

(1) Any building constructed within this district shall adhere to the following minimum or required setbacks for front, rear and side yards. The front setback from all streets shall be a minimum of ten

(10) feet from the property line and a minimum of fifteen (15) feet on Orlando Avenue and on the north side of Fairbanks Avenue and twenty (20) feet on the south side of Fairbanks Avenue. For properties along Orange Avenue, the front setback may be reduced to the average front setback of the existing buildings within that block if approved by the City Commission. Side yard setbacks shall be a minimum of five (5) feet from each property line unless the parcel shares a common line with a residentially zoned parcel, then a fifteen (15) foot setback shall be observed for any one or two story building. No building over two stories in height shall be located within 100 feet of an adjoining single family or townhouse building. The rear setback shall be a minimum of thirty (30) feet from the property line.

(2) The maximum floor area ratio shall be one hundred (100%) percent. The floor area ratio shall include the floor area of any attached or detached above grade private parking garage. The permitted floor area ratio may be calculated on a campus wide or area wide collective basis of the properties in the same ownership and MD zoning without respect to intervening streets so that the average of the private land areas in the respective blocks do not collectively exceed the permitted one hundred (100%) floor area ratio even though that number may be exceeded in one or more portions of the overall campus or site area.

(3) The maximum floor area ratios outlined above are not an entitlement and are not achievable in all situations. Many factors may limit the achievable floor area ratio including limitations imposed by the Maximum Height Map, concurrency management/level of service standards, physical limitations imposed by property dimensions and natural features as well as compliance with applicable code requirements such as, but not limited to, parking and internal circulation, setbacks, landscaping requirements, impervious lot coverage, design standards and on-site and off-site improvements and design amenities required to achieve land use compatibility.

(4) Building heights shall not exceed the height limits imposed by the Maximum Height Map. For those properties shown with a two story maximum, the maximum building height shall be thirty (30) feet; for those properties shown with a three story maximum height, the maximum building height shall be forty-two and a half (42½) feet. For those properties shown with a four story maximum height, the maximum building height shall be fifty-five (55) feet; for those properties shown with a five story maximum height, the maximum building height shall be sixty-five (65) feet. Unless specifically approved by the City Commission, as a conditional use, buildings developed with less than the maximum building stories shall conform to the height for the applicable stories. ~~For example, if a two story building is developed within an area permitting a four story building, the two story building shall conform to the thirty (30) foot height limit.~~ Parking garage levels shall be counted as stories for each level except for any basement level or the open roof level.

(5) Parapet walls or mansard roofs functioning as parapet walls may be added to the permitted building height but in no case shall extend more than five (5) feet above the height limits in this subsection. Mechanical penthouses, mechanical and air conditioning equipment, elevator/stair towers and related non-occupied structures may be permitted to extend up to ten (10) feet above the height limits in this subsection. Architectural appendages, embellishments and other architectural features may be permitted to exceed the roof heights specified in this section, on a limited basis, encompassing no more than thirty (30%) percent of the building roof length and area, up to eight (8) feet of additional height, upon approval of the city commission, based on a finding that said features are compatible with adjacent projects.

(6) For properties not shown on the Maximum Height Map, located on a property or a campus adjacent to four lane roadways, the maximum height shall not exceed fifty-five (55) feet, or the maximum height shall not exceed forty-two and a half (42 1/2) feet for properties located adjacent to two lane roadways. For corner properties adjacent to both four lane and two lane roadways, the maximum height shall be fifty-five (55) feet.

(7) Development shall not exceed eighty-five (85%) percent impervious coverage in this district~~, however the approval of a Master Plan should incorporate open space, plazas and public gathering places~~.

(8) Whenever the rear or side property lines within this district share a common property line with parcels zoned residential, either a solid wall or vinyl fence shall be provided along the entire common line. The wall or fence shall be six (6) feet in height; except that such wall or fence shall be only three (3) feet in height from the front setback line of the adjoining parcel to the front property line of the adjoining parcel.

(9) Parking garages constructed within the district shall be constructed and maintained in strict conformance with the parking garage design guidelines, as detailed in Sec. 58-84 and as may be adopted and amended by resolution of the city commission.

(10) Other code sections related to development that should be referenced include but are not limited to Off-street Parking Regulations, Maximum Height Map, General Provisions, Definitions, Sign Regulations (Article IV), Environmental Protection (Article V) (this section includes Division 1 Storm Water, Division 6 Tree Preservation, Division 8 Landscape Regulations Division 9 Irrigation Regulations and Division 10 Exterior Lighting), Subdivision Regulations (Article VI), Historic Preservation (Article VIII) and Concurrency Management regulations (Article II).