



# city commission agenda

November 12,  
2018  
3:30 PM  
Commission  
Chambers

## mayor & commissioners

seat 1  
Gregory Seidel

seat 2  
Sarah Sprinkel

Mayor  
Steve Leary

seat 3  
Carolyn Cooper

seat 4  
Pete Weldon

## welcome

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

## meeting procedures

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

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

\*times are projected and  
subject to change

## agenda

### 1. Meeting Called to Order

### 2. Invocation

Building Director George Wiggins

Pledge of Allegiance

### 3. Approval of Agenda

### 4. Mayor's Report

- a. **Appointment of Bronce Stephenson to replace Jeff Briggs on the Winter Park Improvement Fund Board of Directors** 2 minutes

## **5. City Manager's Report**

- a. City Manager's Report** 5 minutes

## **6. City Attorney's Report**

## **7. Non-Action Items**

## **8. Citizen Comments | 5 p.m. or soon thereafter**

(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)  
(Three (3) minutes are allowed for each speaker)

## **9. Consent Agenda**

- a. Approve the minutes of October 22, 2018** 2 minutes

- b. Approve the following purchases:** 5 minutes

1. Duval Ford, LLC - Purchase of eight 2019 Ford Interceptor sedans for the Police Department; \$215,290
2. Duval Ford, LLC - Purchase of one 2019 Ford F150 for Water Treatment, three 2019 Ford F150's for the Police Department, and one 2019 Ford F550 for Wastewater Collection; \$224,921
3. Environmental Products of Florida - Purchase of a 2019 Vactor HXX Hydro Excavator for W/WW Construction Services; \$420,950
4. Altec Industries, Inc. - Purchase of a DB37 Hydraulic Derrick for the Electric Utility; \$143,687

- c. Approve the following contract:** 5 minutes

1. Florida Municipal Power Agency - ITN-12-2018  
- Purchase of Wholesale Electric Power;

- d. Approve closing City Hall on December 24, 2018 (Christmas Eve) and cancel the City Commission meeting.** 2 minutes

## **10. Action Items Requiring Discussion**

- a. Set State Legislative priorities** 10 minutes
- b. Approve completion of final design of rooftop venue and provide direction on expansion of southern parking lot** 10 minutes
- c. Contract for sale of 2600 Lee Road property** 10 minutes

## **11. Public Hearings**

- a. Ordinance - Amending FY18 Adopted Budget (2)** 2 minutes
- Formal approval of previously adopted budget amendments for the last fiscal year.
- b. Ordinance - Request of the City of Winter Park: (2)** 5 minutes
- Ordinance - Amending Chapter 58 "Land Development Code", Article III, "Zoning Regulations" Subsection 58-86 "Off-Street Parking and Loading Regulations" so as to modify the retail, office and restaurant parking regulations within the Central Business District, the New England Avenue portion of the Hannibal Square Neighborhood Commercial District and the Orange Avenue corridor; providing for off-site parking options; and providing for a use methodology (1)
- c. Request for an extension of the Conditional Use approval at 503 North Interlachen Avenue (2nd hearing)** 20 minutes
- d. Ordinances - Request of Benjamin Parters, LTD: (1)** 10 minutes
- Amending Chapter 58 "Land Development Code" Article I, "Comprehensive Plan" and the Future Land Use Map so as to change the Low Density Residential Future Land Use designation to an Orange County Planned Development Future Land Use designation on the property located at 1308 Loren Avenue. (1)
  - Amending Chapter 58 "Land Development Code" Article III, "Zoning" and the official Zoning Map so as to change Low Density Residential (R-2) district zoning to Orange County Planned Development (PD) district zoning on the property at 1308 Loren Avenue. (1)
- e. Ordinance - Refunding Electric Refunding Revenue Bonds, Series 2009A, 2009B and reimbursing refunding of the 2005A bonds (1)** 10 minutes

## 12. City Commission Reports

### Appeals and Assistance

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"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	Invocation	meeting date	11/12/2018
prepared by	City Clerk	approved by	
board approval	final vote		
strategic objective			

## **subject**

Building Director George Wiggins

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**



# city commission **agenda item**

item type	Mayor's Report	meeting date	11/12/2018
prepared by	City Manager	approved by	City Manager
board approval	no final vote		
strategic objective	Fiscal Stewardship		

## **subject**

Appointment of Bronze Stephenson to replace Jeff Briggs on the Winter Park Improvement Fund Board of Directors

## **motion / recommendation**

Approve Appointment of Planning and Community Development Director Bronze Stephenson to replace Jeff Briggs on the Winter Park Community Improvement Fund Board of Directors.

## **background**

The articles of incorporation call for the Planning and Community Development Director to serve on the board of the Winter Park Community Improvement Fund. Jeff Briggs was temporarily appointed to replace Dori Stone when she left the City's employment until a new Director was hired. Bronze Stephenson is the new Director of Planning and Community Development.

## **alternatives / other considerations**

N/A

## **fiscal impact**

N/A



# city commission **agenda item**

item type	City Manager's Report	meeting date	11/12/2018
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

City Manager's Report

#### Upload Date

11/6/2018

#### Type

Cover Memo



# city commission city manager's report

item type	meeting date
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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	Material procurement completed by January 2019 and expected construction completed by August 2019.
Seminole County Ditch Drainage Improvement	Analysis for long term solution piping of the ditch is ongoing and requires cooperation with Seminole County to design and construct. Currently performing a topographic survey of the recently dredged ditch.
Electric undergrounding	<b><u>Miles of Undergrounding Update</u></b> Project G: 4 miles 55% complete S. Virginia Ave. near Lyman: .41 miles Complete <b>TOTAL so far for FY 2019: .1 miles</b>
Fairbanks transmission	Harper Street is blocked off and work has begun on the Fairbanks Avenue project.
Power contracts	10MW GRU expires in 2019. Negotiations newly finalized.
Denning Drive	Phase 3 from Morse to Canton is complete. Phase 4 (Canton to Webster) will start in January 2019. Power undergrounding and new decorative light installation continues.
Library Design	Architect team is currently working on design development following recent commission meeting approvals. Work continues on IT/AV, site permitting, details, costing, etc. City's owner's rep is reviewing DD's from architect team.
Consideration of additional parking at MLK, Jr. Park	Preliminary engineering is underway to determine feasibility and order of magnitude cost for adding 90 degree parking along Comstock Avenue adjacent to MLK, Jr. Park and is expected to be ready in the December meeting.

Bollard Pilot Program	Anticipating a January installation date. Timing reflects resource availability, holiday special events, traffic considerations, and communication to the public.
Mixed Use	With new Planning Director Bronce Stephenson on board, staff has jumped right back into the Orange Avenue Corridor project. Planning staff is evaluating the information that has come in up to this point and is setting a timeline and framework for the completion of the project. Additionally, staff is meeting with key stakeholders and determining what planning consultants may or may not be necessary to reach project goals.

Once projects have been resolved, they will remain on the list for one additional meeting to share the resolution with the public and then be removed.



# city commission **agenda item**

item type	Consent Agenda	meeting date	11/12/2018
prepared by	City Clerk	approved by	N/A
board approval	final vote		
strategic objective			

## **subject**

Approve the minutes of October 22, 2018

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**

### ATTACHMENTS:

#### Description

Minutes

#### Upload Date

10/26/2018

#### Type

Cover Memo

**REGULAR MEETING OF THE CITY COMMISSION  
OCTOBER 22, 2018**

Mayor Steve Leary 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 Father James Profirio-Bond, FJC, St. Dorothy Catholic Community, followed by the Pledge of Allegiance.

Members present:

Mayor Steve Leary  
Commissioner Greg Seidel (Arrived 4:13)  
Commissioner Sarah Sprinkel  
Commissioner Carolyn Cooper  
Commissioner Pete Weldon

Also Present:

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

**Approval of agenda**

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

**Mayor's Report**

a. Check Presentation – WPHS Foundation

Susy Scarlatos, President of the Winter Park High School Foundation, presented Mayor Leary with a \$20,000 check for the City's support and partnership with Winter Park High School and for Showalter Field.

b. Presentation – The Gardens at DePugh Nursing Center

Manager Kristine Miller and Board Member Richard Baldwin provided a presentation explaining their mission to provide excellence in the care and quality of life in their nursing and rehabilitation center. They addressed their outdoor garden, their Whole Community Garden, being a center for geriatric excellence, and the grants they receive to help manage their expenses as well as other information.

c. Proclamation – Week of the Family

Week of the Family Chair Elizabeth Rahter accepted a proclamation from Mayor Leary proclaiming November 3-10 as Week of the Family and encouraged all citizens to participate in the events planned for that week. Ms. Rahter spoke about their current theme 'kindness'.

### **City Manager's Report**

City Manager Knight commented that the Fairbanks undergrounding project begins next week starting with the closing of Harper Street at Fairbanks Avenue. He spoke about beginning parking enforcement and are working to remedy the situations they have experienced with the three and four hour parking issues. Commissioner Cooper asked about the Community Center pool. City Manager Knight explained it will be open this winter and are working to fix the pool heater issues.

Commissioner Cooper spoke about other political signs and Winter Park code specifying what is allowed in the City. Other signs are causing issues because they violate our sign code. After discussion, there was a consensus that the sign code be a future agenda item for review and possible modification.

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

Attorney Ardaman provided information on the buoys/markers in the lakes issue where they need more time because of the hurricane that is affecting the FWC. He stated an alternative would be instead of waiting for them to push forward with what we have already and move forward. There was a consensus to decide which way they want to pursue at the next meeting.

### **Non-Action Items**

No items.

### **Consent Agenda**

- a. Approve the October 8, 2018 Commission minutes.
- b. Approve the six (6) month extension of pay differential for Firefighter/Paramedic Aaron Cravey currently deployed on active military duty.
- c. Approve the following contract items:
  1. Graef-USA, Inc. - RFQ-19-2018 - Continuing Contract for Professional Structural Engineering Consulting Services; As-needed basis
  2. Lafleur Nurseries & Garden Center - Increase term spending under RFQ-1-2015 - Right-of-Way Tree Planting; \$115,000
  3. Leidos Engineering, LLC - Amendment 2 to RFQ-15-2016 -Distribution Engineering & Substation Consultant Services to renew the contract for an additional one-year term; As-needed basis
- d. Approve the following piggyback agreements:
  1. SiteSecure - Piggyback of Osceola County contract #RFP-16-4469-TP - Video Surveillance and Access Control Repair, Maintenance, Upgrades and New Installation; \$150,000
  2. Airgas USA, LLC - Piggyback of OUC contract #4415-2 OQ - Bulk Gases, Associated Lease Equipment and Liquid Oxygen System Services; \$150,000



3. USA Services of Florida, Inc. - Renewal of piggyback of City of Daytona Beach contract #1210-1960 - Street Sweeping Services; \$215,000
- e. Approve the following purchases:
  1. City of Altamonte Springs - FY19 wholesale sewer treatment; \$90,000
  2. City of Orlando - FY19 Iron Bridge sanitary sewer; \$2,892,000
  3. City of Orlando - FY19 Asbury sanitary sewer; \$666,000
  4. S. Seminole & N. Orange County Wastewater - FY19 operational maintenance of the city's water/wastewater system; \$946,099
  5. MUSCO Sports Lighting, LLC - Upgrade to LED lights on Ward Park baseball fields 2 & 3; \$202,445
  6. Waste Pro of Florida, Inc. - FY19 residential, commercial & construction solid waste collection; \$3,315,300
  7. Seminole County Solid Waste - FY19 landfill services; \$810,000
  8. WM Recycle America, LLC - FY19 recycling services; \$108,000
  9. Electric Supply of Tampa, Inc. - Cable & wire required for the operation & maintenance of the city's electric utility, as well as the city-wide undergrounding initiative; Not to exceed \$700,000
  10. Gresco Utility Supply, Inc. - Conduit & PVC required for the operation & maintenance of the city's electric utility, as well as the city-wide undergrounding initiative; Not to exceed \$250,000

**Motion made by Commissioner Sprinkel to approve the Consent Agenda; seconded by Commissioner Weldon and carried unanimously with a 4-0 vote. Commissioner Seidel was absent.** There were no public comments made.

### **Action Items Requiring Discussion**

#### **a. Parks and Recreation Department Master Plan Update**

Mayor Leary suggested hearing the presentation, have a quick discussion and schedule a work session to answer all their questions. Tim Egan, Parks and Recreation Department, provided their presentation to include a new format for the master plan process, a summary of the action items (Mead Botanical Garden (bridges are budgeted for FY 19 – underway; and MLK, Jr. Park and Ward Park (field management changes implemented). Action #3-Lake Baldwin Park (condition rating and beach access policy clarification); Action #4-Recreation standards (develop specific criteria); Action #5-Golf Course (use designation – maintenance building); and Action #6-Policy review (lake access, connectivity, lakefront acquisition). Ward Park-Parking (acquire additional land for parking included in 2019 budget).

Commissioner Seidel arrived during the presentation at 4:13 p.m.

Mr. Egan summarized what they want to accomplish in the short term, the long term (10 years and beyond), what they want to implement in year 1, wanting to maximize the benefits of money spent on consultants, and public input statistics.

After further comments, the consensus was to schedule a work session to further discuss the plan. Issues to be discussed in a work session per suggestions of the Commission included the standards and how we fit our strategic planning in with the resources available throughout Orange County that many residents also use (how we fit strategically in and among our region).

**Public Hearings:**

- a. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE ADOPTED BUDGET AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2017 – 2018 BY PROVIDING FOR CHANGES IDENTIFIED IN EXHIBIT A; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE First Reading

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

- b. Request for an extension of conditional use approval at 503 North Interlachen Avenue

Planning Manager Jeff Briggs explained this approval was from August 2016 and they are requesting an extension. He spoke about the three-story condominium with underground parking level that was in conformance with the code with no variances and an oversight of storage rooms out of the basement parking to the north and south. The applicant has stated if these are not permitted by the code, which they are not without a variance, they are not going to proceed with the storage areas because they want their request to be without any variances as originally approved.

Commissioner Cooper requested that the City's documents contain the plan that does not show a need for a variance. Mr. Briggs acknowledged and stated that the applicant would like to continue with the approved project with no variances and that this meets R-3 code.

Commissioner Weldon referred to the original letter from the developer in 2016 that provided certain assurances to the neighbors on both sides that applied to the entire property. He wanted to clarify that the applicant understands and accepts that the terms of the letter and related assurances continue to apply. Mr. Briggs explained the letter submitted had questions related to excavation and the verbal at the meeting that this was part of the approval, but that the motion did not reference it as a specific condition so it was not part of the motion.

Attorney Rebecca Wilson, representing the applicant and owner, asked that the approval from two years ago be extended without variances. She stated they are

happy to update the plans per Commissioner Cooper's request. She stated the original letter from 2016 still exists and is up to the Commission whether to make that a condition of approval but that some issues are between two private parties. Attorney Ardaman stated the letter appears to be a commitment by the developer to only Mr. John Beck and if the City wants these conditions as part of the approval and as long as the commitments are met then the approval would be valid. He stated he did not see a reason not to make this a condition. Mayor Leary commented about not wanting the City to get involved between private individuals. Further comments were made regarding the letter and agreements made between the private parties.

John Beck, 457 N. Interlachen Avenue, read a quote from the P&Z meeting and Commission meeting that included in the motion all conditions of the P&Z. He stressed the importance that everyone live up to their word of what was agreed to and that the developer adhere to the agreement from July 14, 2016. He asked that the Commission not allow any parking, storage, or destruction of the sidewalks.

Rudy Hlavek, N. Interlachen, representing Daniel Gorman, 403 N. Interlachen Avenue, read a letter asking that noise be limited to reasonable hours, traffic and pedestrians will not be impeded by parking construction vehicles on the street or sidewalks and that City code be enforced during construction.

**Motion made by Commissioner Weldon to approve the conditional use extension with the removal of the storage areas inside the setback line and with a clear recognition that the agreement between Mr. Beck and N. Interlachen Partners LLC does not involve the City of Winter Park, seconded by Commissioner Sprinkel.**

**Motion amended by Commissioner Cooper that we limit the approval of the conditional use extension to one year as opposed to two years (so the property does not remain vacant longer, and that the building is constructed sooner and landscaped); seconded by Commissioner Seidel.**

Commissioner Cooper also addressed other issues drainage, soil stability and rooftop usage that was inherent in the P&Z Board's and Commission approval.

**Motion amended by Commissioner Cooper that this agreement between Mr. Beck and the applicant continue (add back in the agreement between Mr. Beck and the applicant as part of the conditional use extension request) as part of what they are pursuing (for clarification: our agreement and their agreement is extended – original agreement from 2016). Motion failed for lack of a second.**

**Motion amended by Commissioner Cooper that the project that is approved is in compliance with Winter Park codes and that any drawing that is our file**

**of approved documents reflects a code compliant project.** Attorney Wilson explained that transpired and that there are no variances nor are they trying to terminate any agreements with the neighbors. Commissioner Cooper agreed and the motion did not move forward.

The following spoke in opposition to the request to extend the conditional use approval:

Linda Eriksson, 535 N. Interlachen

Leif Eriksson, 535 N. Interlachen Avenue

Linda Kulmann, 257 Canton Avenue (for a year extension and that qualifications are put on the owners to be better custodians of the property)

Eileen Cook Tucker, 453 N. Interlachen Avenue (one year extension and enforce maintenance of the property)

Attorney Wilson apologized for the lack of maintenance of the property and spoke about the construction plan that addresses sidewalks and parking of vehicles during construction. She disagreed with the one year extension. Commissioner Weldon commented that he believed all interests have been protected and did not foresee any problems.

**Upon a roll call vote on the amendment to allow the extension for one year Commissioners Seidel and Cooper voted yes. Mayor Leary and Commissioners Sprinkel and Weldon voted no. The motion failed with a 3-2 vote.**

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

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

Nancy Shutts, 2010 Brandywine Drive, spoke about her concerns with the policies and usage of Lake Baldwin Park as related to the Parks Master Plan. She addressed dogs at the park that at times are not in the area meant for dogs. She asked that the policies be honored because of beach access for other activities.

**Recess**

A recess was taken from 5:30-5:45 p.m.

- c. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING REGULATIONS" SUBSECTION 58-86 "OFF-STREET PARKING AND LOADING REGULATIONS" SO AS TO MODIFY THE

RETAIL, OFFICE AND RESTAURANT PARKING REGULATIONS WITHIN THE CENTRAL BUSINESS DISTRICT, THE NEW AVENUE PORTION OF THE HANNIBAL SQUARE NEIGHBORHOOD COMMERCIAL DISTRICT AND THE ORANGE AVENUE CORRIDOR; PROVIDING FOR OFF-SITE PARKING OPTIONS; FEE-IN-LIEU OPTIONS AND PROVIDING FOR A SHARED USE METHODOLOGY, PROVIDING FOR VESTING, CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE First Reading

Attorney Ardaman read the ordinance by title. Planning Manager Jeff Briggs stated both the Planning and Zoning Board and Economic Development Board recommended updating the parking code. He addressed the history of the parking studies previously completed; the parking code modernization process; the parking code analysis that focused on the Central Business District, the New England Avenue portion of the Hannibal Square Neighborhood Commercial District and the Orange Avenue corridor; the retail and office parking minimum requirements; Kimley Horn recommendations; and summarized the proposed code changes.

**Motion made by Mayor Leary to accept the ordinance on first reading as presented with the exception of #4 (fee in lieu of parking); seconded by Commissioner Weldon.**

**Motion amended by Commissioner Cooper that these parking changes in the code do not apply to the Park Avenue corridor (to protect Park Avenue); seconded by Commissioner Seidel.**

Questions by the Commission were answered. Discussion ensued that the entire Commission is concerned with preserving Park Avenue, and that people residing on Park Avenue that were spoken to agreed with the changes.

Michael Perelman, 1010 Greentree Drive, agreed with trying to improve parking but that 750' is very far for ones that cannot walk far. He asked about valet parking and how that is counted into 300' off-site parking.

Betsy Eckbert, Chamber of Commerce President/CEO, spoke in favor of the ordinance.

Lamont Garber, Garber Capital, 1280 Orange Avenue, spoke in support of the ordinance.

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

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

- d. RESOLUTION NO. 2211-18: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT ORDER FOR THE RAVAUDAGE DEVELOPMENT; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE

Attorney Ardaman read the resolution by title. Planning Manager Jeff Briggs stated the applicant/developer has requested certain changes to the Development Order, which is the development standards for Ravaudage and those items need City Commission action. Mr. Briggs indicated that the applicant/developer is in agreement with all the recommendations by staff and is here to answer questions. Mr. Briggs summarized the proposed changes to the development order as follows:

The first request is to change the setbacks in two locations. One is along Bennett Avenue between Glendon Parkway and Morgan Stanley where the developer desires to build 3-story townhomes. The change requested is from a 15 foot to a 6 foot front setback which will still provide a 10 foot sidewalk and parallel parking spaces between the townhomes and the roadway. The applicant has agreed to limit this project to 3-stories versus the 4-stories permitted and he has also has provided a letter of approval from the adjacent Park Green Homeowners Assoc. The Development Review Committee (DRC) has recommended approval, per the text below. Mr. Briggs responded to questions from the Commission.

10 C. A MINIMUM 15' BUILDING SETBACK SHALL BE MAINTAINED ALONG BENNETT AVENUE, IN LIEU OF 30' (WITH A MAXIMUM SETBACK OF 25'), WITH THE EXCEPTION OF BLOCK E BETWEEN MORGAN STANLEY AVENUE AND GLENDON PARKWAY SHALL BE PERMITTED A 6' BUILDING SET BACK, SO LONG AS A MINIMUM OF A 10' SIDEWALK EXISTS WITH ON STREET PARKING AND THE BUILDING IS LIMITED TO THREE-STORIES IN HEIGHT.

In the second situation, the change requested is from a 15 foot to a Zero (0) foot setback to the Maitland City Limit line between Bennett Avenue and Lewis Drive in Block K. Mr. Briggs explained that the original setback was to protect the adjacency between commercial and single family homes but those homes have been removed. Now that land is to be storm water retention so that no protection is needed. Mr. Briggs showed the site plan layout of the future office project and indicated that the developer has provided a letter of approval from the City of Maitland. The Development Review Committee (DRC) has recommended approval, per the text below. Mr. Briggs responded to questions from the Commission.

11 A. A WAIVER IS GRANTED FROM SECTION 38-1254(1) IS GRANTED TO ALLOW BUILDING SETBACKS ALONG THE PD BOUNDARY TO BE A MINIMUM OF 15' IN LIEU OF 25' (WITH A MAXIMUM SETBACK OF 25'), WITH THE EXCEPTION THAT THE PD BOUNDARY BETWEEN THE MAITLAND AND WINTER PARK CITY LIMITS SHALL BE PERMITTED TO BE ZERO ALONG THE SOUTH SIDE OF MONROE AVE AND WITHIN BLOCK K.

~~19 E. A 100 FOOT SETBACK SHALL BE MAINTAINED FOR DEVELOPMENT GREATER THAN 1 STORY ADJACENT TO ANY SINGLE FAMILY DWELLING DISTRICT AND USES ALONG RAVAUDAGE BOUNDARY WITH THE CITY OF MAITLAND. A BUFFER OF 25 FEET FOR PAVED PARKING AREAS ADJACENT TO A SINGLE FAMILY DWELLING DISTRICT SHALL NOT BE REDUCED AND THE PERIMETER FOR THE PD BE MAINTAINED AT A MINIMUM OF 25 FEET. AT SUCH TIME AS BENJAMIN PARTNERS LTD OBTAINS OWNERSHIP OF THE SINGLE FAMILY PARCELS SOUTH OF MONROE AVENUE THAT ARE CURRENTLY UTILIZED FOR SINGLE FAMILY PURPOSES AND INCLUDES THOSE PARCELS INTO THE DEVELOPMENT PLAN FOR RAVAUDAGE, THE STATUS OF THESE PARCELS WILL NOT REQUIRE THE SAME LEVEL OF BUFFERING AS THE COUNTY'S EXISTING REGULATIONS PROVIDE. AT THAT JUNCTURE, MAITLAND WILL PROCESS A MODIFICATION OF ITS SUGGESTED BUFFERING REQUIREMENTS WITH THE INTENT TO CHANGE THEM TO BE CONSISTENT WITH THE APPROVALS GRANTED HEREIN. BENJAMIN PARTNERS HAS OBTAINED OWNERSHIP OF THE SINGLE FAMILY PARCELS SOUTH OF MONROE AND THE LAND HAS BEEN CLEARED OF ALL STRUCTURES. THE CITY OF MAITLAND PROVIDED A LETTER DATED APRIL 30, 2018 STATING NO OBJECTION TO A NEW WAIVER MODIFICATION REQUEST TO ALLOW A ZERO FOOT SETBACK BETWEEN THE MAITLAND AND WINTER PARK CITY LIMITS BOUNDARY ALONG THE SOUTH SIDE OF MONROE AVE AND WITHIN BLOCK K. FOR THOSE PROPERTIES LOCATED EAST OF BENNETT AVENUE, ADJACENT TO THE RESIDENTIAL PROPERTY WITHIN THE CITY OF WINTER PARK, A BUILDING SETBACK OF 15 FEET IS TO BE PROVIDED FROM THE EASTERN RIGHT-OF-WAY LINE OF BENNETT AVENUE, WITH THE EXCEPTION OF BLOCK E BETWEEN MORGAN STANLEY AVENUE AND GLENDON PARKWAY SHALL BE PERMITTED A 6' BUILDING SETBACK FROM THE BENNETT AVE EASTERN RIGHT OF WAY LINE SO LONG AS A MINIMUM OF A 10' SIDEWALK EXISTS WITH ON STREET PARKING.~~

The third request is to swap building heights within Ravaudage in order to allow the six story office project, just shown to the Commission. Mr. Briggs indicated that there is an equal swap of building heights so that no additional square footage or entitlements are being added. An existing policy (10 G) below allows for these swaps pursuant to Commission approval. DRC is also in favor of this request, per the amendments below. Mr. Briggs responded to questions from the Commission.

~~10 F. NO BUILDING SHALL EXCEED FOUR (4) STORIES IN HEIGHT WITHIN A 200' SETBACK ALONG ORLANDO AVENUE AND LEE ROAD AND 130' ALONG THE SOUTH EDGE OF MONROE AVENUE.~~

10 G. IF THE APPLICANT SEEKS TO INCREASE THE HEIGHT OF A BUILDING IN THE DEVELOPMENT, AS REFLECTED ON THE MAXIMUM HEIGHT MAP INCLUDED IN EXHIBIT B, THE APPLICANT MUST PROPOSE TO LOWER THE HEIGHT OF ANOTHER BUILDING IN THE DEVELOPMENT OF THE SAME SCALE AND TO THE SAME EXTENT AS THE BUILDING WITH THE HEIGHT INCREASE. ANY HEIGHT INCREASE MUST BE APPROVED BY THE CITY COMMISSION.

The fourth request is to amend the Development Order to allow right-of-way encroachments for open awnings, canopies, etc. Mr. Briggs showed the covered patio sidewalk dining for the new Hilton Garden Inn to illustrate what the request entails. Staff assured the Commission that any such approval must be by Public Works and cannot interfere with pedestrian circulation, utilities, etc. DRC is also in favor of this request, per the amendments below. Mr. Briggs responded to questions from the Commission.

11 C. A WAIVER IS GRANTED FROM SECTION 38-1254 (2) (E) TO ALLOW BUILDING SETBACKS FOR ALL INTERIOR/EXTERIOR (ALL OTHER R-O-W'S) STREETS TO BE A MINIMUM OF 0' IN LIEU OF 20' (WITH A MAXIMUM SETBACK OF 25'). THIRD AND FOURTH STORIES MUST BE SET BACK ON STREET FRONTAGES EQUAL TO THEIR HEIGHT OF A ONE FOOT SETBACK FOR EACH ONE FOOT HEIGHT OF THE RESPECTIVE THIRD AND FOURTH STORIES. THE MINIMUM SETBACK OF 0' SHALL APPLY TO BACK OF SIDEWALK WITH A MINIMUM SIDEWALK WIDTH OF 10'. ~~NO BUILDING SHALL ENCROACH INTO THE RIGHT-OF-WAY.~~ THIS CONDITION APPLIES TO BUILDINGS WITH A MAXIMUM HEIGHT OF FOUR STORIES.

11 D. SUBJECT TO REVIEW AND APPROVAL BY THE DEVELOPMENT REVIEW COMMITTEE, ARCHITECTURAL FEATURES (E.G. LOGGIA, COLUMN, AWNING, ARCHES, OR SIMILAR IMPROVEMENTS) WHICH DO NOT IMPEDE VEHICULAR OR PEDESTRIAN TRAVEL, DO NOT CAUSE DANGEROUS CONDITIONS, DO NOT CAUSE UTILITY CONFLICTS OR INTERFERE WITH RIGHT-OF-WAY IMPROVEMENTS MAY BE PERMITTED. ANY PROPOSED RIGHT-OF-WAY ENCROACHMENTS SHALL ALSO BE REVIEWED AND COMMENTED ON BY THE PUBLIC WORKS AND UTILITY DEPARTMENTS AND SHALL BE CONDITIONED UPON THE CITY'S AND DEVELOPER'S (OR APPROPRIATE PROPERTY OWNER'S) EXECUTION OF A RIGHT-OF-WAY ENCROACHMENT AGREEMENT WITH TERMS ACCEPTABLE TO THE CITY.

The fifth and last request has two parts. One part is to push back the date for determination of the right-of-way alignment at Bennett Avenue/Lee Road/Executive Drive, one year. Mr. Briggs explained the complications that exist with stormwater utilities and electric transmission poles. The delay gives the developer more time to work with Duke Energy and the City more time to discuss with FDOT which alignment is more likely to be approved. The second part is to allow for the alignment of Bennett Avenue with Lake Gem Drive. DRC is also in favor of this request, per the amendments below. Mr. Briggs responded to questions from the Commission and in particular explained the requirements for warrant studies and future traffic lights.

19 C. FOR SITE ACCESS PURPOSES AT THE PROPOSED INTERSECTION OF BENNETT AVENUE AND LEE ROAD REALIGNED WITH EXECUTIVE DRIVE, THE NORTHERN LEG OF THIS INTERSECTION MUST BE REALIGNED TO CONNECT AND ALIGN STRAIGHT WITH EXECUTIVE DRIVE OR, IN THE ALTERNATIVE, EXECUTIVE DRIVE MUST BE REALIGNED TO CONNECT AND ALIGN STRAIGHT WITH BENNETT DRIVE ("ROAD REALIGNMENT"). ONE OF THE PURPOSES OF THE ROAD REALIGNMENT IS TO



FACILITATE A FOUR LEG SIGNALIZED INTERSECTION AT THE REALIGNED BENNETT DRIVE/EXECUTIVE DRIVE INTERSECTION WITH LEE ROAD. THE DEVELOPER SHALL CAUSE THE DESIGN, PERMITTING AND CONSTRUCTION OF THE ROAD REALIGNMENT AND CONVEYANCE TO THE CITY OF RIGHT-OF-WAY PROPERTY NEEDED FOR THE SAME TO OCCUR ON OR BEFORE AUGUST 30, ~~2019~~ 2020, UNLESS AN EXTENSION IS GRANTED BY THE CITY COMMISSION FOR GOOD CAUSE SHOWN. THE REALIGNED ROADWAY INTO THE PROJECT MUST NOT DEAD END INTO A COMMERCIAL, RESIDENTIAL OR OFFICE DEVELOPMENT, AND MUST CONNECT, TO AN INTERNAL ROADWAY WHICH CONNECTS TO MONROE AVENUE OR US 17-92.

ON OR BEFORE EARLIER OF DECEMBER 31, 2019~~8~~, OR COMMENCEMENT OF PERMITTING AND CONSTRUCTION OF THE ROAD REALIGNMENT, THE DEVELOPER SHALL ENTER INTO A ROAD CONSTRUCTION AGREEMENT WITH THE CITY OF WINTER PARK IN A FORM ACCEPTABLE TO THE CITY SETTING FORTH THE TERMS AND CONDITIONS FOR THE DESIGN, PERMITTING, CONSTRUCTION AND COMPLETION OF THE ROAD REALIGNMENT AND RELATED UTILITY RELOCATIONS. THE DEVELOPER SHALL CAUSE, AT DEVELOPER'S EXPENSE AND AT NO CHARGE TO THE CITY, TO BE CONVEYED TO THE CITY OF WINTER PARK IN FEE SIMPLE, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT FOR MATTERS ACCEPTABLE TO THE CITY, RIGHT-OF-WAY LANDS NEEDED FOR THE ROAD REALIGNMENT IN ORDER TO CONNECT BENNETT DRIVE WITH EXECUTIVE DRIVE ACROSS AND SOUTH OF LEE ROAD. THE REALIGNED PORTION OF BENNETT DRIVE AND/OR EXECUTIVE DRIVE RIGHT-OF-WAY TO BE DETERMINED AT THE TIME OF DESIGN APPROVAL BY THE CITY OF WINTER PARK. THE CITY IS NOT OBLIGATED TO VACATE AND ABANDON ANY PORTION OF THE EXISTING BENNETT DRIVE AND EXECUTIVE DRIVE RIGHTS-OF-WAY AS THE RESULT OF THE ROAD REALIGNMENT.

THE DEVELOPER'S FAILURE TO MEET DEADLINES REQUIRED UNDER THIS SECTION MAY RESULT IN A HOLD ON PROCESSING AND APPROVAL OF ADDITIONAL DEVELOPMENT ORDERS AND PERMITS FOR THE RAVAUDAGE PROJECT.

Lastly, City Attorney Kurt Ardaman explained a series of technical clean-up amendments that he and Attorney Dan Langley had developed on Friday. He requested incorporation of these staff amendments to improve the clarity of the text, all of which had been agreed to by the applicant.

**Motion made by Commissioner Sprinkel to adopt the resolution and approve the Second Amendment to the amended and Restated Development Order for the Ravaudage Development as presented with the additional changes made by the City Attorney and adding Executive Drive into Section 15d (will now say Bennett Avenue or Executive Drive must be realigned.); seconded by Commissioner Weldon.**

Mr. Dan Bellows, applicant/developer, P.O. Box 350, Winter Park, FL. 32790 answered questions from the Commission. Mr. Bellows committed that there would be no more than 14 residential units in the townhouse project proposed along Bennett Avenue per the first setback request. He also explained the design challenges for the road alignment at Lee Road and his commitment to a traffic light at that location in some form, as could be permitted by FDOT.

Todd Weaver, 1051 Lake Bell Drive, spoke about the necessity of conducting a traffic study.

Daniel Assael, 1140-1144 Park Green Place, addressed his preference to have the three story townhomes with the 6' setback. He agreed with the Hilton Garden Inn alfresco dining at the sidewalk line, and thought that the Bennett and Executive language should say and/or in the condition.

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

**City Commission Reports:**

Commissioner Seidel – Spoke about the Historic Preservation award event at the Capen House that was an excellent event. Spoke about a Stand Your Ground case that was troubling to him because of the situation.

Commissioner Sprinkel – Addressed work trucks that are blocking roadways while working and the problem it is causing in the City. She spoke about needing to require that vacant lots be maintained and beautified. Consensus for staff to bring back recommendations. Inquired about the status of the golf course parking lot whereby Public Works Director Attaway provided an update (bricking to be done by November 1). Asked if everything is going well and on track for the library because of inaccurate information from the public whereby City Manager Knight updated the Commission. He spoke about the article sent out that was positive and addressed inaccuracies.

Commissioner Cooper – Asked that street sweeping be increased during construction of homes because of the mess and mud it causes. She asked that the situation be reviewed and to see if anything can be done. Assistant Public Works Director Don Marcotte stated this is covered under the NPDES rules in construction and they can handle the situation.

Commissioner Weldon – Spoke about the bonds for the library being issued under legal authority and that the people voted for it. He suggested when sending out information to the public to quote the ruling by the court so citizens are informed.

Mayor Leary – Commented about the people continually attempting to affect the direction of the Canopy project and that they will keep moving forward with the project. He spoke about projects before them and that everyone needs to understand that projects will not make it the Commission if they are not meeting code and that everyone needs to have faith in our staff that the City is being protected.

The meeting adjourned at 7:15 p.m.

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Mayor Steve Leary

ATTEST:

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City Clerk Cynthia S. Bonham, MMC



# city commission agenda item

item type	Consent Agenda	meeting date	11/12/2018
prepared by	Purchasing	approved by	
board approval	N/A final vote		
strategic objective	Fiscal Stewardship		

## subject

Approve the following purchases:

1. Duval Ford, LLC - Purchase of eight 2019 Ford Interceptor sedans for the Police Department; \$215,290
2. Duval Ford, LLC - Purchase of one 2019 Ford F150 for Water Treatment, three 2019 Ford F150's for the Police Department, and one 2019 Ford F550 for Wastewater Collection; \$224,921
3. Environmental Products of Florida - Purchase of a 2019 Vactor HXX Hydro Excavator for W/WW Construction Services; \$420,950
4. Altec Industries, Inc. - Purchase of a DB37 Hydraulic Derrick for the Electric Utility; \$143,687

## motion / recommendation

Commission approve items as presented.

## background

All vehicle purchases replace an existing vehicle at end of useful life. There is no net new addition to the city's fleet.

**ITEM 1:** Although the contract has expired, the vendor has agreed to honor the previous FSA pricing as Ford announced that it will be discontinuing its Interceptor sedan line following this final production run. As the only option moving forward with Ford police vehicles will be the Interceptor SUV model, this direction provides significant cost savings and will allow the city to maintain its current standard for an additional year.

**ITEM 2 & 3:** Florida Sheriffs Association contract #FSA18-VEH16.0 – Cab & Chassis Trucks and Heavy Equipment – is being utilized to make these purchases.

**ITEM 4:** Sourcewell (formerly NJPA) cooperative purchasing agreement #012418-ALT - Public Utility Equipment with Related Accessories and Supplies - is being utilized to make this purchase.

## alternatives / other considerations

N/A

### **fiscal impact**

Total expenditure included in approved budget.

#### ATTACHMENTS:

Description	Upload Date	Type
Purchases \$75k+	11/5/2018	Cover Memo



# city commission agenda item

item type	Purchases over \$75,000	meeting date	November 12, 2018
prepared by department division	Procurement Division	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		
		final vote	

## Purchases over \$75,000

	vendor	item   background	fiscal impact	motion   recommendation
1.	Duval Ford, LLC	Purchase of eight 2019 Ford Interceptor sedans for the Police Department	Total expenditure included in approved budget. Amount: \$215,290	Commission approve the purchase.
Although the contract has expired, the vendor has agreed to honor the previous FSA pricing as Ford announced that it will be discontinuing its Interceptor sedan line following this final production run. As the only option moving forward with Ford police vehicles will be the Interceptor SUV model, this direction provides significant cost savings and will allow the city to maintain its current standard for an additional year.				
2.	Duval Ford, LLC	Purchase of one 2019 Ford F150 for Water Treatment, three 2019 Ford F150's for the Police Department, and one 2019 F550 for Wastewater Collection	Total expenditure included in approved budget. Amount: \$224,921	Commission approve the purchase.
Florida Sheriffs Association contract #FSA18-VEH16.0 – Cab & Chassis Trucks and Heavy Equipment – is being utilized to make this purchase.				
3.	Environmental Products of Florida	Purchase of a 2019 Vactor HXX Hydro Excavator for W/WW Construction Services	Total expenditure included in approved budget. Amount: \$420,950	Commission approve the purchase.
Florida Sheriffs Association contract #FSA18-VEH16.0 – Cab & Chassis Trucks and Heavy Equipment – is being utilized to make this purchase.				
4.	Altec Industries, Inc.	Purchase of a DB37 Hydraulic Derrick for the Electric Utility	Total expenditure included in approved budget. Amount: \$143,687	Commission approve the purchase.
Sourcewell (formerly NJPA) cooperative purchasing agreement #012418-ALT – Public Utility Equipment with Related Accessories and Supplies – is being utilized to make this purchase.				



# city commission agenda item

item type	Consent Agenda	meeting date	11/12/2018
prepared by	Purchasing	approved by	
board approval	final vote		
strategic objective	Fiscal Stewardship		

## **subject**

Approve the following contract:

1. Florida Municipal Power Agency - ITN-12-2018 - Purchase of Wholesale Electric Power;

## **motion / recommendation**

Commission approve item as presented

## **background**

1. On May 26, 2018 Procurement issued ITN-12-2018 to invite power suppliers in Florida to enter into contract negotiations with the City of Winter Park to replace the 10 MW purchase from Gainesville Regional Utilities (GRU) expiring December 31, 2018. On July 23, 2018, the City Commission authorized staff to enter into negotiations with the suppliers that submitted responsive proposals, i.e. Covanta Energy Marketing, Duke Energy Florida, Florida Municipal Power Agency (FMPA), Florida Power & Light (FPL), Gainesville Regional Utilities (GRU), Orlando Utilities Commission (OUC) and Seminole Electric Cooperative. In addition to responding to the request to replace the GRU transaction, FPL offered to replace its existing contract with the city for partial requirements and load following services which expires December 31, 2019 at lower rates. Through the negotiating process, the selection committee provided the opportunity to the other power suppliers to likewise submit proposals to replace FPL beginning January 1, 2020. The selection committee, working with the consultant, narrowed the responses down to three FPL, FMPA, and OUC. Power Purchases from both FPL and FMPA offer significant savings over current prices and both offered lower rates for 2019 - 2027, or nine years.

## **alternatives / other considerations**

N/A

## **fiscal impact**

Total expenditures included in approved budget.

### ATTACHMENTS:

Description	Upload Date	Type
FMPA Agenda Item	11/6/2018	Cover Memo







# city commission agenda item

item type	Consent Agenda Item	meeting date	November 12, 2018
prepared by department division	Procurement	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A final vote		
strategic objective	<input type="checkbox"/> Exceptional Quality of Life <input type="checkbox"/> Intelligent Growth & Development <input type="checkbox"/> Investment in Public Assets & Infrastructure <input type="checkbox"/> Fiscal Stewardship <input type="checkbox"/> Public Health & Safety		

## subject

ITN-12-2018 – Purchase of Wholesale Electric Power

## motion | recommendation

Commission approve the negotiated contract and authorize the Mayor to execute the agreement.

## background

On May 26, 2018 Procurement issued ITN-12-2018 to invite power suppliers in Florida to enter into contract negotiations with the City of Winter Park to replace the 10 MW purchase from Gainesville Regional Utilities (GRU) expiring December 31, 2018. On July 23, 2018, the City Commission authorized staff to enter into negotiations with the suppliers that submitted responsive proposals, i.e. Covanta Energy Marketing, Duke Energy Florida, Florida Municipal Power Agency (FMPA), Florida Power & Light (FPL), Gainesville Regional Utilities (GRU), Orlando Utilities Commission (OUC) and Seminole Electric Cooperative. In addition to responding to the request to replace the GRU transaction, FPL offered to replace its existing contract with the city for partial requirements and load following services which expires December 31, 2019 at lower rates. Through the negotiating process, the selection committee provided the opportunity to the other power suppliers to likewise submit proposals to replace FPL beginning January 1, 2020. The selection committee, working with the consultant, narrowed the responses down to three FPL, FMPA, and OUC. Power Purchases from both FPL and FMPA offer significant savings over current prices and both offered lower rates for 2019 - 2027, or nine years. Based on a present value analysis, FMPA was selected by the committee as the best option, providing the highest value to the City of Winter Park. FMPA pricing for non-fuel related including demand charges and non-fuel energy charges provides savings

on a present value basis of \$3.9 million over the 9 year period. Since the FMPA purchase would involve transmission over one transmission system (i.e. Duke Energy Florida) and the FPL transaction involves transmission over both Duke's transmission and FPL transmission, the FMPA purchase provides another \$6.9 million in present value savings associated with avoided transmission charges. The total non-fuel savings of \$10.8 million directly reduces the city's cost of wholesale power over the 2019-2027 time period. The FMPA purchase does come with somewhat higher estimated fuel costs, but in total, the FMPA purchase provides present value savings of \$5.4 million over the eight year period.

The FMPA agreement will replace the expiring GRU 10 MW purchase beginning January 1, 2019. Beginning January 1, 2020 FMPA will take over from FPL as our partial requirement/load following power supply provider, providing all power in excess of our existing purchases from Covanta Energy and OUC.

The contract negotiated with FMPA allows the City of Winter Park to extend the current OUC agreement and to add one additional 10 MW distribution interconnection with OUC. Distribution interconnections with OUC provide transmission savings to Winter Park, based on current transmission wheeling rates, of about \$138,000 per year for each 10 MW purchased. Staff will continue discussions with OUC in hopes to extend the existing contract at lower rates and to add another 10 MW interconnection/purchase.

#### **alternatives | other considerations**

N/A

#### **fiscal impact**

Replacing GRU with FMPA at current rates provides estimated annual savings of \$2.15 million. FY 2019 savings provided by the new FMPA contract have been included in the FY 2019 budget.



# city commission **agenda item**

item type	Consent Agenda	meeting date	11/12/2018
prepared by	City Clerk	approved by	City Manager
board approval	final vote		
strategic objective			

## **subject**

Approve closing City Hall on December 24, 2018 (Christmas Eve) and cancel the City Commission meeting.

## **motion / recommendation**

Approve closing City Hall as a holiday the entire day on Christmas Eve, December 24 only to apply to the 2018 holiday season and cancel the commission meeting.

## **background**

Christmas Eve is an approved 1/2 day holiday. In the past when Christmas Eve fell on a Monday, the Commission has expanded it to a whole day holiday. City Hall was closed in 2001, 2007 and in 2012 when the holiday fell on a Monday. There will be only one Commission meeting on December 10.

## **alternatives / other considerations**

## **fiscal impact**

No impact to City Hall departments. Fire estimates impact to be about \$18,750 and Police estimates impact is about \$7,500.



# city commission agenda item

item type Action Items Requiring Discussion	meeting date 11/12/2018
prepared by City Manager	approved by City Manager
board approval	N/A final vote
strategic objective Exceptional Quality of Life, Intelligent Growth and Development, Investment in Public Assets and Infrastructure, Fiscal Stewardship, Public Health and Safety	

## subject

Set State Legislative priorities

## motion / recommendation

Approve State Legislative Priorities

## background

Attached is a draft list of legislative priorities compiled by staff. The City Commission can modify the list as it sees fit. The adopted list will be forwarded to the City's lobbyist as direction for the upcoming legislative session.

As always, staff will monitor the legislative session and provide additional direction to the lobbyist as bills get filed that impact the City.

## alternatives / other considerations

N/A

## fiscal impact

N/A

### ATTACHMENTS:

#### Description

Proposed State Legislative Priorities

#### Upload Date

10/30/2018

#### Type

Cover Memo

**City of Winter Park**  
**Draft 2019 State Legislative Priorities**

**Projects/Funding:**

- Support funding of Public Library Construction Grant Program. Our project is ranked # 16 so the funding needs to be at least \$8M to cover through project 16.
- Broadband/Fiber Optics pilot project
- Acquire excess CSX ROW from State including that within Central Park
- Assist with widening of SR 426 between 17-92 and Pennsylvania Ave.
- Acquisition of post office property for expansion of Central Park
- Expansion of sewer infrastructure to eliminate septic tanks
- Expansion of reuse water system
- Mead Garden natural habitat restoration
- Green energy generation (Solar, etc.)

**Legislative matters:**

- Dedicated Funding Source for Commuter Rail
- Pension Reform
- Remove statutory requirements for public employers to provide subsidized health, hospitalization and other insurance coverage for retirees (FS 112.0801)
- Protection of home rule authority including control of local planning issues, revenues and expenditures
- Oppose Public Service Commission regulation of municipal owned electric utilities
- Oppose negative modifications to CRA regulations
- Oppose vacation rental preemption



# city commission agenda item

item type	Action Items Requiring Discussion	meeting date	11/12/2018
prepared by	City Manager	approved by	City Manager
board approval	N/A final vote		
strategic objective	Investment in Public Assets and Infrastructure		

## **subject**

Approve completion of final design of rooftop venue and provide direction on expansion of southern parking lot

## **motion / recommendation**

Approve taking the rooftop venue design to the final design level and provide direction on the possible expansion of the southern parking lot.

## **background**

The Commission previously approved designing the first floor of the events center to ultimately support a rooftop venue but did not approve the final design of the rooftop venue.

The Mayor and city staff have received very positive responses to the potential funding of the rooftop, though there is no formal commitment to date. The Mayor and staff have a high degree of confidence the funding will be obtained.

If too much more time elapses before the rooftop is designed it will not be practical to include that element in the original project construction. To do the rooftop as a future phase II would require shutting down the events center for a period of time and would cost even more to construct.

Staff is requesting authority to have the architects complete the design drawings of the rooftop venue so it can be bid out as part of the original construction. The cost of the design is approximately \$290,000.

Secondly, there was previous discussion about expanding the parking lot south of the lake by removing the Lake Island Rec Center building and either expanding the surface lot or building a garage on that site. One potential funding source for this is CRA funds. Staff is seeking direction as to whether the City Commission would like this scheduled for a CRA meeting to consider moving forward with this expansion as part of the original construction project.

**alternatives / other considerations**

Do the rooftop as a Phase II

**fiscal impact**

Approximately \$290,000 that is part of the rooftop project estimate of \$2.6M.



# city commission agenda item

item type	Action Items Requiring Discussion	meeting date	11/12/2018
prepared by	Budget and Performance Measurement	approved by	City Manager, City Attorney
board approval	N/A final vote		
strategic objective	Fiscal Stewardship		

## **subject**

Contract for sale of 2600 Lee Road property

## **motion / recommendation**

Approve the contract and addendum to sell the property for \$960,000.

## **background**

Italian Investments USA LLC has submitted an offer of \$960k to purchase the city-owned property at 2600 Lee Rd. (Parcel ID 02-22-29-4164-02-010) The city purchased the property in 2015 for \$990k to remove a blighted use and has had a few offers in this similar price range over the last three years. The buyer has indicated that they plan to build medical office space, there is no financing contingency, however the property sale is contingent upon meeting appraisal. The buyer is granted no privileges or variances as part of this sale and any application for development must meet code or be submitted for consideration.

## **alternatives / other considerations**

Most of the other offers, with the exception of the proposed land lease, fell within this price range of the mid- \$900k. This price is not unreasonable given the time the city has waited to find a buyer and the offers that have been considered in the past. Certainly the city can continue to hold the property and bear any fluctuations in price from real estate risk.

## **fiscal impact**

The city currently receives \$775 a month in billboard rental revenue which it would no longer receive after the sale. However the property is also not on the tax rolls as it is currently exempt. If built out as office space at a 45% FAR, the property could yield \$9k - \$15k annually in property tax revenue to the General Fund. Sale of the property would place unencumbered General Fund reserves at an estimated 24.8% vs. the current 23.1%, or \$13.6 million.



**ATTACHMENTS:**

**Description**

Contract offer

Contract Addendum

**Upload Date**

11/5/2018

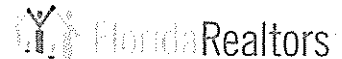
11/5/2018

**Type**

Cover Memo

Cover Memo

# Vacant Land Contract



1. **Sale and Purchase:** The City of Winter Park ("Seller")  
and ITALIAN INVESTMENTS USA LLC ("Buyer")

(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address:

Legal Description:

KILLARNEY ACRES 0/49 LOTS 1-4 LESS ST RD R/W ON N) BLOCK B

SEC    / TWP    / RNG    of ORANGE County, Florida. Real Property ID No.:  
including all improvements existing on the Property and the following additional property:

# 02-22-29-4164-02-010

2. **Purchase Price:** (U.S. currency).....\$ 960,000.00

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

Escrow Agent's Name: FISHBACK LAW FIRM

Escrow Agent's Contact Person: C/O A. KURT ARDAMAN ESQUIRE

Escrow Agent's Address: 1947 LEX ROAD WINTER PARK FL 32789

Escrow Agent's Phone: 407-262-8400

Escrow Agent's Email: ARDAMAN@FISHBACKLAW.COM

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

☐ accompanies offer

☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)

after Effective Date .....\$ 50,000.00

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

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

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

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

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

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)

to be paid at closing by wire transfer or other Collected funds .....\$ 910,000.00

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

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before 10/3/2018, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.

4. **Closing Date:** This transaction will close on 11/28/2018 OR RE FIRM ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

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

VAC-11 Rev 6/17

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

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

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

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

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

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

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

79 •  
80 • LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at  
81 • \$ \_\_\_\_\_ per month, including principal, interest, ☐ taxes and insurance, and having a  
82 • ☐ fixed ☐ other (describe) \_\_\_\_\_

83 • interest rate of \_\_\_\_\_% which ☐ will ☐ will not escalate upon assumption. Any variance in the  
84 • mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will  
85 • purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_% or  
86 • the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess,  
87 • failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves  
88 • **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

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

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

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

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

101 • (Check one) ☐ within \_\_\_\_\_ days after Effective Date ☒ at least 10 days before Closing Date,

102 • (Check one)

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

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

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 20 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

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

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

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

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

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

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

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

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

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

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

(a) **Seller Costs:**

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

(b) **Buyer Costs:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**16. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

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

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

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

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

(a) \_\_\_\_\_ (Seller's Broker)  
will be compensated by ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify):  
(b) Florida Realty Investment Dominick C. Cioffi (Buyer's Broker)  
will be compensated by ☒ Seller ☒ Buyer ☐ both parties ☐ Seller's Broker pursuant to ☐ a MLS offer of compensation ☐ other (specify): \_\_\_\_\_

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21. Additional Terms:

THIS CONTRACT IS CONTINGENT ON APPRAISING AT THE PURCHASE PRICE

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer

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

X Buyer: Paulo S. Ban Date: 10/1/18

X Print name: Paulo S. Ban

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

X Buyer's address for purpose of notice:

X Address: 6979 KINGSPONT PARK, UNIT 1271P, 32815

X Phone: 321.238.0386 Fax: \_\_\_\_\_ Email: \_\_\_\_\_ X

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Seller's address for purpose of notice:

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

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## **ADDENDUM TO VACANT LAND CONTRACT**

**THIS ADDENDUM TO VACANT LAND CONTRACT** (this “Addendum”) is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2018 (the “Effective Date”), by and between **CITY OF WINTER PARK**, a Florida municipal corporation (“Seller”); and **ITALIAN INVESTMENTS USA LLC**, a Florida limited liability company (“Buyer”).

**WHEREAS**, Seller and Buyer will enter into a Vacant Land Contract (the “Contract”) for the purchase and sale of the Property described therein.

**WHEREAS**, Seller and Buyer wish to attach this Addendum to the Contract regarding various provisions of the Contract as outlined herein.

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

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

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

3. Time for Acceptance. Paragraph 3 of the Contract is amended such that Buyer shall execute and deliver the Contract and Addendum to Seller and Seller shall submit the same for approval to the Winter Park City Commission. The Contract and Addendum shall remain a valid and binding offer provided the same is approved by the City Commission and then executed by the Mayor or other authorized representative of the Seller within sixty (60) days from the date Buyer delivers the same to the Seller.

4. Legal Description. Line 6 of Paragraph 1 of the Contract is amended to delete the legal description set forth therein and replace it with the following legal description:

Lots 1, 2, 3 and 4, Block "B", KILLARNEY ACRES, according to the plat thereof, as recorded in Plat Book "O", Page 49, of the Public Records of Orange County, Florida. (Less right-of-way on the North, for Lee Road (State Road 438) as recorded in Minute Book 87, Page 907, of the Ninth Judicial Circuit in Orange County, Florida).

5. Conveyance. Paragraph 7 of the Contract is amended to provide that Seller will provide a Special Warranty Deed rather than a Warranty Deed.

6. Title. Paragraph 7 of the Contract is also amended to provide that Seller, in addition to the matters set forth therein, will convey the Property to Buyer subject to the following:

a. License Agreement between City of Winter Park and Atlantic Civil Constructors Corporation dated April 21, 2016;

b. Lease Agreement between John W. Prevatt, et. al. (“Lessor”) and Clear Channel Outdoor Inc., fka Eller Media Company (“Lessee”) and all amendments thereto (the “Lease”). Pursuant to the Lease, Seller must give written notice to Lessee of the terms and price offered by Buyer. Lessee shall be entitled to sixty (60) days to acquire the Property on the terms and conditions of this Contract. In light of Lessee’s rights described above, Seller shall provide Lessee with written notice as outlined above within ten days from the Effective Date of this Contract. If Lessee exercises its right to purchase the Property as outlined above, Buyer’s rights under this Contract shall terminate and Buyer’s deposit shall be returned to Buyer. If Lessee does not exercise its right to purchase the Property under the Lease or waives such right, the transaction shall close on the later of: (a) the date set forth in Paragraph 4 of the Contract, (b) ten days after Lessee’s written waiver of the right of first refusal, or (c) ten days after Lessee’s right of first refusal expires without exercise.

7. Seller Default. Paragraph 15(a) of the Contract is deleted and replaced with the following: “If Seller fails, neglects, or refused to perform Seller’s obligations under this contract, Buyer may elect to receive a return of Buyer’s deposit(s) or seek specific performance.”

8. Buyer Default. Paragraph 15(b) of the Contract is amended to delete the words “or Seller, at Seller’s option, may proceed in equity to enforce Seller’s rights under this contact”.

9. Brokers. As indicated in paragraph 20 of the Contract, Seller represents that its only broker for this transaction is CBRE, Inc., which will be paid a broker’s fee by Seller for this transaction in accordance with Seller’s agreement with CRBE, Inc. Buyer represents that its only broker for this transaction is Florida Realty Investments, which shall be paid a commission by Buyer. Seller and Buyer shall indemnify and hold each other harmless from any loss or damage arising from such party’s representations set forth above.

10. Additional Terms. Paragraph 21 is deleted and replaced with the following:

a. Buyer’s obligation to close is contingent upon Buyer obtaining an appraisal from an appraiser acceptable to the Seller provided such appraisal is in an amount equal to or greater than the Purchase Price.

b. Notwithstanding any contrary provision in this Addendum or the Contract:

1. Seller has no obligation to grant or approve any comprehensive plan, land use, rezoning, site plan or other approvals for the Property;

2. Nothing in this Addendum or Contract shall relieve Buyer from applying for any approvals necessary for development of the Property;

3. Seller has no obligation to sign any documents Buyer is required to file in connection with development or rezoning approvals.

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

**[Signatures on following page]**

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

**SELLER :**

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

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

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

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

**BUYER:**

**ITALIAN INVESTMENTS USA LLC**  
a Florida limited liability company

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

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

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

AH: 10/31.18: S:\AKA\CLIENTS\Winter Park\Italian Investments USA, Sale To W600-26080\Addendum To Vacant Land K 10.31.18.Docx



# city commission agenda item

item type	Public Hearings	meeting date	11/12/2018
prepared by	Purchasing	approved by	City Manager, City Attorney
board approval	N/A final vote		
strategic objective	Fiscal Stewardship		

## **subject**

Ordinance - Amending FY18 Adopted Budget (2)

Formal approval of previously adopted budget amendments for the last fiscal year.

## **motion / recommendation**

Approve the ordinance adopting amendments made to the FY18 budget over the course of last fiscal year (2017-2018).

## **background**

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

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

## **alternatives / other considerations**

Not approving this would require staff to remove the amendments in the accounting system.

## **fiscal impact**

None. All the amendments have been previously approved by the Commission and are balanced with offsetting revenue sources.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Budget Amendment Ordinance	10/10/2018	Cover Memo
Budget Ord - Exhibit A	10/11/2018	Cover Memo

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

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE ADOPTED BUDGET AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2017 – 2018 BY PROVIDING FOR CHANGES IDENTIFIED IN EXHIBIT A; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Ordinance No. 3087-17, the City of Winter Park, Florida has adopted the Budget and Capital Improvement Program for the fiscal year 2017 – 2018; and

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

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

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

**SECTION 1.** The Budget and Capital Improvement Program for fiscal year 2017 – 2018 is hereby amended by providing for changes identified in Exhibit A.

**SECTION 2.** If any section, subsection, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

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

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

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this 12<sup>th</sup> day of November, 2018.

\_\_\_\_\_  
Steve Leary, Mayor

Attest:

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

## Exhibit A

### Budget Amendments Requiring Commission Approval

Fiscal Year 2017 - 2018

Item	Amount	Source Account	Source Acct. Name	Exp. Account	Exp. Acct. Name	Note	Approval Date
<b>Ravaudage Road Reimbursement</b>	\$ 93,806	0010383 383100	GF Fund Balance Carryforward	3013101 565334	Ravaudage Roadway Improvements	A agreement approved by the Commission provides for funding reimbursement to the developer of Ravaudage for making road improvements beyond the city standard. Funding is calculated based on a portion of building permit revenues and property tax increment generated by the development.	11/13/2017
<b>Golf Course Revenue and Expense Adjustment</b>	\$ 75,500	Various Revenue	See attached list	Various Expense	See attached list	Golf course revenues are exceeding budgeted estimates and corresponding expenses tied to demand need to be raised.	6/11/2018
<b>Recycling Costs</b>	\$ 99,000	0010342 342501	Inspection Fee	0013109 534100	Contractual Services - Recycling	Orange County no longer provides recycling services for free, and this adjustment reflects that disposal charge.	9/24/2018
<b>Solid Waste Contract</b>	\$ 200,200	0010343 343415 0010343 343417 0010343 343418 0010343 343419	Compactor Revenue Enviro Revenue Share Commercial Compactor Rev Misc. Garbage Charges	0013109 534095 0013109 534099 0013109 534096	Garbage Disposal Garbage Collection Compaction Center	General adjustment to cover annual costs of service on the Waste Pro contract. Corresponding revenues cover all expenditures.	9/24/2018
<b>Demo of 911 Park Ave</b>	\$ 33,638	0010369 369901	GF Misc. Revenues	0012401 534040	Building Dept. Contractual Services	Reflects the demolition costs for 911 Park Ave, the house that burned down under construction. Demolition costs were reimbursed.	9/24/2018
<b>Loch Lomond Rec Trail</b>	\$ 185,500	3010331 331491 3010369 369901 3010381 381010	Federal Grants Misc. Rev. Transfer from GF	3016101 565333	Ward/Loch Lomond Project	Rec trail connecting the Cady Way Trail and the St. Andrews Trail. Funded primarily by a matching grant from FDEP.	9/24/2018



### Recommended Amendment to Golf Course Admin (6301) Budget

Object	Description	2018 Budget	2018 Amended Budget	Budget Adjustment
347230	PARKS-GOLF GREEN FEES	(440,000.00)	(471,000.00)	(31,000.00)
347231	PARKS-GOLF MEMBERSHIP FEES	(80,000.00)	(90,000.00)	(10,000.00)
347232	PARKS-GOLF CART FEES	(60,000.00)	(69,000.00)	(9,000.00)
347234	PARKS-PRO SHOP MERCHANDISE SALE	(60,000.00)	(80,000.00)	(20,000.00)
347235	PARKS-GOLF PRO SHOP FOOD & BEV	(49,000.00)	(54,500.00)	(5,500.00)
<b>Total Amended Revenues</b>		<b>(689,000.00)</b>	<b>(764,500.00)</b>	<b>(75,500.00)</b>

534040	OTHER SERVICES - CONTRACTUAL	0.00	1,500.00	1,500.00
534045	OTHER SERVICES - CR CARD FEES	7,500.00	12,500.00	5,000.00
541015	COMM SERVICES - EQUIP CHARGES	769.00	2,069.00	1,300.00
541020	COMM SERVICES - MOBILE DEVICES	600.00	1,800.00	1,200.00
543070	UTILITY SERVICES - ELECTRICITY	7,000.00	11,000.00	4,000.00
547010	PRINTING AND BINDING	1,400.00	2,900.00	1,500.00
552010	OPERATING SUPPLIES - GENERAL	12,000.00	21,000.00	9,000.00
552012	OPERATING SUPPLIES - MERCHDISE	30,000.00	56,000.00	26,000.00
552014	OPERATING SUPPLIES - RECREATN	1,500.00	4,000.00	2,500.00
552015	OPERATING SUPPLIES - FOOD&BEV	10,000.00	10,500.00	500.00
552016	OPERATING SUPPLIES - ALCOHOL	10,000.00	19,000.00	9,000.00
552060	OPERATING SUPPLIES - JANITOR	2,600.00	3,600.00	1,000.00
534040	OTHER SERVICES - CONTRACTUAL	13,000.00	26,000.00	13,000.00
<b>Total Amended Expenses</b>		<b>96,369.00</b>	<b>171,869.00</b>	<b>75,500.00</b>

*Higher demand for play and sales are driving corresponding cost increases in cost of goods sold.*



# city commission agenda item

item type	Public Hearings	meeting date	11/12/2018
prepared by	Planning	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: (2)

- Ordinance - Amending Chapter 58 "Land Development Code", Article III, "Zoning Regulations" Subsection 58-86 "Off-Street Parking and Loading Regulations" so as to modify the retail, office and restaurant parking regulations within the Central Business District, the New England Avenue portion of the Hannibal Square Neighborhood Commercial District and the Orange Avenue corridor; providing for off-site parking options; and providing for a use methodology (1)

## motion / recommendation

Recommendation to approve the Ordinance on 2nd reading.

## background

This is the Second Reading of the Parking Code Modernization Ordinance recommended for adoption by the Planning and Zoning Board, Economic Development Advisory Board and also supported by the Winter Park Chamber of Commerce. This Ordinance has been updated from the First Reading to delete the provisions for the "fee-in-lieu" of parking.

A summary of the major changes in the Ordinance are as follows:

1. The Ordinance removes the ability to convert retail/office spaces within the CBD and the New England Avenue portion of the Hannibal Square District without providing the parking required for the greater parking needs of the restaurant. Within the CBD, there have been 17 retail to restaurant conversions since 2003 that have added a parking demand of 207 spaces. The City is continuing to grow the parking deficit in the CBD with every such conversion.
2. The Ordinance changes the distance permitted for off-site parking from 300 feet to 750 feet. The "peer" communities surveyed by Kimley-Horn allow off-site parking ranging from 600 to 1,300 feet. The attached maps show locations where city parking exists or where parking garages might be built and the walking area of 300

and 450 feet and 750 feet per the EDAB recommendation.

3. The Ordinance provides for the use of the Urban Land Institute's (ULI) Shared Parking analysis as a reference for determining when shared parking scenarios are applicable. The ULI Shared Parking analysis confirms the type of shared parking usage that we would expect and have seen occur.

4. The Ordinance changes the parking requirements for new retail and general office floor space within the CBD, the New England Avenue portion of the HSNCD and along the Orange Avenue corridor from one space per 250 square feet to one space for each 333 square feet or from 4 per 1,000 square feet to 3 per 1,000 square feet. The rationale is that trips to these locations are multi-destination trips. One comes to shop at more than one store. One combines a visit to an office with shopping or dining. The current code of one space per 250 adequately addresses the parking need for suburban locations. This change applies only to general office and not medical office uses as those do not tend to be multi-destinational and need the added parking. So for example, this change would not apply to the Jewett Clinic.

5. The Ordinance changes the parking requirements for large office buildings by providing for the current one space for 250 square feet (4 per 1,000 sf) on the first 20,000 square feet and then transitioning to one space for each 333 square feet (3 per 1,000 sf) for the floor area above 20,000 square feet. When one looks at the larger office buildings in the City, such as Heritage Park (91,000 sf), Commerce National Bank (66,000 sf), Seacoast Bank (48,000 sf), and the TD Bank Building on Orange Avenue (108,000 sf), you see many unused parking spaces every day.

The Ordinance does include a vesting provision so that anyone who is already in the process of designing a project and submits a site plan/floor plan for approval by the date of adoption can continue under the current parking code provided they submit for building permit by December 31<sup>st</sup> and start construction by March 1<sup>st</sup>.

## **Planning and Zoning Board Minutes - October 2, 2018:**

**REQUEST OF CITY OF WINTER PARK FOR:** AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE". ARTICLE III, "ZONING REGULATIONS" SUBSECTION 58-86 "OFF-STREET PARKING AND LOADING REGULATIONS' SO AS TO MODIFY THE RETAIL, OFFICE AND RESTAURANT PARKING REGULATIONS WITHIN THE CENTRAL BUSINESS DISTRICT, THE NEW ENGLAND AVENUE PORTION OF THE HANNIBAL SQUARE NEIGHBORHOOD COMMERCIAL DISTRICT AND THE ORANGE AVENUE CORRIDOR; PROVIDING FOR OFF-SITE PARKING OPTIONS; PROVIDING FOR A SHARED USE METHODOLOGY.

Planning Manager, Jeff Briggs presented the staff report and explained that the Planning Dept. is recommending adoption of an Ordinance to update and modernize the City's parking regulations pursuant to the Kimley-Horn studies and recommendations. Their work involved research on six "peer" communities, similar to Winter Park, by analyzing their parking codes and requirements and also by bringing the consultant's knowledge of parking regulation nation-wide. The primary focus of their work was on the parking codes for the Central Business District (CBD), the New England Avenue corridor portion of the Hannibal Square Neighborhood

Commercial District (HSNCD) and the Orange Avenue corridor. Mr. Briggs indicated the series of P&Z work sessions, agenda items for City Commission review and public meetings that have occurred. Also that the Planning and CRA staff met with the Economic Development Advisory Board on September 25<sup>th</sup> to review these code changes, per the direction of the City Commission. EDAB voted to support these changes but with the walking distance for shared parking at 750 feet versus 450 feet. EDAB felt that if it will be harder to establish restaurants, given the need for parking, then the option for leased/shared parking should be a larger radius distance. Staff agrees as 750 feet is a 3-4 minute walk.

A summary of the major changes in the Ordinance are as follows:

1. The Ordinance removes the ability to convert retail/office spaces within the CBD and the New England Avenue portion of the Hannibal Square District without providing the parking required for the greater parking needs of the restaurant. As the data at the end of this staff report indicates, within the CBD, there have been 17 retail to restaurant conversions since 2003 that have added a parking demand of 207 spaces. The City is continuing to grow the parking deficit in the CBD with every such conversion.

2. The Ordinance proposes to change the distance permitted for off-site parking from 300 feet to 750 feet. The "peer" communities surveyed by Kimley-Horn allow off-site parking ranging from 600 to 1,300 feet. The attached maps show locations where city parking exists or where parking garages might be built and the walking area of 300 and 450 feet and 750 feet per the EDAB recommendation.

3. The Ordinance provides for the use of the Urban Land Institute's (ULI) Shared Parking analysis as a reference for determining when shared parking scenarios are applicable. The ULI Shared Parking analysis confirms the type of shared parking usage that we would expect and have seen occur.

4. The Ordinance provides for the potential future creation of a fee-in-lieu of parking programs where property owners would purchase or fund the needed parking within a city owned parking facility.

5. The Ordinance changes the parking requirements for new retail and general office floor space within the CBD, the New England Avenue portion of the HSNCD and along the Orange Avenue corridor from one space per 250 square feet to one space for each 333 square feet or from 4 per 1,000 square feet to 3 per 1,000 square feet. The rationale is that trips to these locations are multi-destination trips. One comes to shop at more than one store. One combines a visit to an office with shopping or dining. The current code of one space per 250 adequately addresses the parking need for suburban locations.

6. The Ordinance changes the parking requirements for large office buildings by providing for the current one space for 250 square feet (4 per 1,000 sf) on the first 20,000 square feet and then transitioning to one space for each 333 square feet (3 per 1,000 sf) for the floor area above 20,000 square feet. When one looks at the larger office buildings in the City, such as Heritage Park (91,000 sf), Commerce National Bank (66,000 sf), Seacoast Bank (48,000 sf), and the TD Bank Building on Orange Avenue (108,000 sf), you see many unused parking spaces every day.

The Ordinance does include a vesting provision so that anyone who is already in the process of designing a project and submits a site plan/floor plan for approval by the date of adoption can continue under the current parking code provided they submit for building permit by December 31<sup>st</sup> and start construction by March 1<sup>st</sup>.

Mr. Briggs answered questions from the Board related to parking space square footage and surplus parking. In addition, he answered questions regarding the

change to the distance permitted for off-site parking from 300 feet to 450 feet and EDAB's and now also staff's recommendation to increase that distance to 750 ft. Lastly, Mr. Briggs provided a more in depth explanation of the fee-in-lieu of parking program.

The Board heard public comment from Roberta Hazlett, 300 S Interlachen Avenue, Winter Park, FL; regarding the unattractive nature of parking garages and Carlos Benitez, 800 New England Avenue, Winter Park, FL. about over-flow parking at Community Center events.

The Board also heard from Betsy Gardner Eckbert, President and CEO of the Winter Park Chamber of Commerce. Mrs. Gardner is also sits on the City of Winter Park Economic Development Advisory Board. Mrs. Gardner stated that she wanted to make sure the P&Z Board aware of the unanimous decision of EDAB to recommend the 750-foot walkshed. Ms. Eckbert noted that allowing the City to work with the walksheds gives the City the capacity to better utilize the current parking inventory.

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

The P&Z Board members discussed the appropriate walking distance and agreed with EDAB's recommendation to increase the walkshed distance to 750 feet. In addition, the P&Z Board discussed standards by which parking regulations are tracked over time.

There was consensus on the other components of the Ordinance. P&Z agreed that the retail to restaurant conversions were increasing the parking deficit and should be curtailed but the actions to encourage shared parking (via the ITE methodology and further walking distance) would provide a balance. There was agreement on the changing the rates for retail and office parking, especially in the over-parking of large office building.

**Motion made by Ray Waugh, seconded by Laura Walda, for approval An Ordinance of the City of Winter Park, Florida, amending Chapter 58 "Land Development Code". Article III, "Zoning Regulations" Subsection 58-56 "Off-Street Parking and Loading Regulations" so as to modify the Retail, Office and Restaurant Parking Regulations within the Central Business District, The New England Avenue portion of Hannibal Square Neighborhood Commercial District and the Orange Avenue Corridor; providing for off-site parking options; providing for a shared use methodology, with inclusion of the change to indicate the 750 foot shared parking radius.**

**The motion carried with a 6-0 vote.**

#### [alternatives / other considerations](#)

N/A

#### [fiscal impact](#)

N/A

#### ATTACHMENTS:

Description

Ordinance

Upload Date

10/26/2018

Type

Ordinance

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

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58 “LAND DEVELOPMENT CODE”, ARTICLE III, “ZONING REGULATIONS” SUBSECTION 58-86 “OFF-STREET PARKING AND LOADING REGULATIONS” SO AS TO MODIFY THE RETAIL, OFFICE AND RESTAURANT PARKING REGULATIONS WITHIN THE CENTRAL BUSINESS DISTRICT, THE NEW ENGLAND AVENUE PORTION OF THE HANNIBAL SQUARE NEIGHBORHOOD COMMERCIAL DISTRICT AND THE ORANGE AVENUE CORRIDOR; PROVIDING FOR OFF-SITE PARKING OPTIONS; PROVIDING FOR A SHARED USE METHODOLOGY, PROVIDING FOR VESTING, CONFLICTS, CODIFICATION, 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 October 2, 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 October 22, 2018 and on November 12, 2018 and advertised notice of such public hearings via notices mailed to the 274 affected property owners; advertisements in the Orlando Sentinel pursuant the requirements of Chapter 166, Florida Statutes and placed the proposed amendments on the City’s website on September 26, 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 single underlined 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 COMMISSION OF THE CITY OF WINTER PARK:**

**SECTION 1.** That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified within Section 58-86 "Off-street Parking and Loading Regulations", Subsections (a) (1) "Central business district exclusion" and (2) Hannibal square district exclusion" in the "Zoning" Article of the Land Development Code to read as follows:

**Sec. 58-86. Off-Street Parking and Loading Regulations.**

(1) *Central business district exclusion.* The following described area shall be known as the central business district for the provision of off-street parking spaces, and shall be exempt from furnishing parking facilities, as required by this article. This exemption is made because of the traditional exclusion from providing parking in central business districts and the existing development within the district. Property owners, however, are encouraged to provide off-street parking space whenever possible.

Begin at the intersection of Lyman and New York Avenues, run thence east on Lyman Avenue to Knowles Avenue, thence north on Knowles Avenue to Canton Avenue, thence west on Canton Avenue to New York Avenue, thence south on New York and Lot 1-4, Block 14; Lots 1-4, Block 15, all Block 66; Lots 1-10 and 22, 23, Block 76; and Lots 1-8, Block 77, Town of Winter Park according to the plat thereof recorded in Public Records of Orange County, Florida.

a. The foregoing exclusion shall apply only to existing square footage or floor space. Parking shall be provided as required by this section for any net new building or net new floor space created by redevelopment, new construction, additions, alterations or remodeling or for any change in use requiring additional parking such as an office or retail space conversion to restaurant. Existing parking spaces may be counted to satisfy this requirement only where such existing spaces are in excess of the parking space requirements of this section for any existing floor space.

b. The foregoing exclusion shall not exempt properties within this exclusion area from compliance with subsection "Location of parking lots", which prohibits the use of remote leased parking to satisfy the parking requirements of any new building or new floor space.

(2) *Hannibal Square district exclusion.*

a. The following described area shall be known as the Hannibal Square district for the provisions of off-street parking spaces and shall be exempt from furnishing parking spaces and shall be exempt from furnishing parking facilities as required by this article. The Hannibal Square district shall include Lots 5-10, Block 42, Lots 11-13 and the west 50 feet of Lot 14, Block 41, Lots 1-6, Block 54 and Lots 8-10, Block 55, Town of Winter Park according to the plat thereof recorded in Public Records of Orange County, Florida.

b. On properties within this district that have existing buildings, as of January 1, 1998, the foregoing exclusion shall apply only to existing building square foot area. Such existing building square foot area may be renovated, reused and redeveloped even if it involves the demolition and subsequent reconstruction of a same size to the existing building square foot area without providing any off-street parking spaces. However, this exclusion shall not apply to additional building square footage or for any change in use requiring additional parking such as an office or retail space conversion to restaurant. Parking shall be provided, as required by this article, for any increase in building square foot area. Existing parking spaces may be counted to satisfy this requirement only where such existing spaces are in excess of the parking space requirements of this article for any existing building square foot area.

**SECTION 2.** That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified within Section 58-86 "Off-street Parking and Loading Regulations", Subsection (b) (9), (18) and (22) in the "Zoning" Article of the Land Development Code to read as follows:

(b) *Specific requirements for various uses and buildings.* Listed below are the minimum parking spaces required for various buildings and uses. When the computation results in a requirement for a fractional space, a fraction of one-half or less shall be disregarded. When the fraction exceeds one-half, one additional off-street parking space will be required. Parking spaces, other than handicapped spaces, shall be nine (9) feet wide by eighteen (18) feet deep. Variances to reduce the size of parking spaces are prohibited. The Central Business District, as specified in this section, shall be the geographic area depicted in the CBD Map D-2 within the Definitions section of this Code; the New England Avenue portion of the Hannibal Square Neighborhood Commercial District shall be the same as detailed in the Hannibal Square District exclusion area and the Orange Avenue Corridor shall include any property with frontage directly on Orange Avenue from Fairbanks Avenue to Orlando Avenue.

(9) *General business and retail commercial:* Within the Central Business District, the New England Avenue portion of the Hannibal Square Neighborhood Commercial District and along the Orange Avenue Corridor, one parking space for each 333 square feet of gross floor space and within the other areas of the City, one parking space for each 250 square feet of gross floor space in the building.

(18) *Office, professional or public buildings:* Within the Central Business District, the New England Avenue portion of the Hannibal Square Neighborhood Commercial District and along the Orange Avenue Corridor, one parking space for each 333 square feet of gross floor space and within the other areas of the City, one parking space for each 250 square feet of gross floor space in the building up to the first 20,000 square feet of floor area, and one space for each 333 square feet of floor space in the building for floor area more than 20,000 square feet in size, or one parking space for each 220 square feet of gross floor space excluding areas of common public use and circulation. In computing the latter requirement the exclusion is to be used for public stairs, elevators, lobbies, arcades and atriums but not for common restrooms, mechanical areas or hallways beyond 20 feet from the lobby area.

(22) *Restaurants, food service establishments, nightclubs, taverns or lounges:* One parking space for each 50 square feet of floor space for patron use on the premises or one space for every three seats, whichever is greater. However, within the Central Business District, along the Orange Avenue Corridor and within the New England Avenue portion of the Hannibal Square Neighborhood Commercial District, the minimum requirement shall be one space for every four seats. Establishments with 12 seats or less shall be classified as retail.

**SECTION 3.** That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified within Section 58-86 "Off-street Parking and Loading Regulations", Subsection (3) (h) in the "Zoning" Article of the Land Development Code to read as follows:

(3) *Design, construction and operation of parking lots and parking garages.*

h. *Mixed uses and shared parking.* In the case of mixed uses and shared parking, the total requirements for off-street parking and loading spaces shall be the sum of the requirements of the various uses computed separately as specified in the off-street parking regulations and off-street loading and unloading regulations of this article. The off-street parking and off-street loading space



for one use shall not be considered as providing the required off-street parking and/or off-street loading space for any other use unless specifically ~~approved by the city commission provided for based upon the entire time period of usage and need as supported by the Urban Land Institute's Methodology for Shared Parking Exclusion report, as may be amended.~~ In any multi-family building or mixed use building or project, that includes residential units, constructed after September 1, 2107, at least one of the required parking spaces provided for each residential unit shall be dedicated and reserved for each particular residential unit and shall be provided to each residential unit at no additional cost as part of a monthly or other lease term other than as included in the base lease rate applicable to all other similar units and shall not be an additional cost for purchase over the agreed upon purchase price of the residential unit.

**SECTION 4.** That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified within Section 58-86 "Off-street Parking and Loading Regulations", Subsection (3) (f) in the "Zoning" Article of the Land Development Code to read as follows:

*(3) Design, construction and operation of parking lots and parking garages.*

f. *Location of parking lots.* Parking spaces provided pursuant to this section for any new building or building additions or increase in intensity of use, located in the area bounded by Swoope, New York, Fairbanks and Interlachen Avenues shall be on the same property as the principal building or on a remote, properly zoned lot within seven hundred fifty (750) ~~three hundred (300)~~ feet that is in the same ownership as the principal building/property and permanently dedicated and recorded as committed to parking uses. For other properties located outside of this area, parking provided pursuant to this section may be located on a remote, properly zoned lot within seven hundred fifty (750) ~~three hundred (300)~~ feet of the building, where such parking to be leased is in excess of the parking requirements for that building. Such distance shall be the walking distance measured from the nearest point of the parking lot to the nearest boundary of the lot on which the building is located that such parking lot is required to serve. In the event of new construction, addition, or change in intensity of use of the principal building or property being serviced by the remote parking lot, all existing parking spaces located on such remote lot shall be allocated to the existing building or principal use to meet the minimum requirements of this article, and any additional spaces may then be allocated to that portion of the building or property which is the subject of the new construction, addition, or change in intensity of use.

**SECTION 5. VESTING.** In order to not adversely affect development projects that may be in process and for which expenditures have been made in reliance upon the existing code provisions, the City will allow certain developments to be subject to the parking code existing prior to the adoption of this Ordinance provided such development projects meet the following requirements: (i) the development's site and building floor plans have been received and approved by the City prior to the effective date of this Ordinance; (ii) a building permit application for the development is received by the City prior to January 1, 2019; and (iii) a building permit for the development is issued by the City and construction is commenced no later than March 1, 2019. Provided however, for any development project that received a conditional use approval from the City Commission prior to the effective date of this Ordinance, the expiration of that conditional use approval per Section 58-90 shall apply as the deadline for the submission of a complete building permit application in lieu of the deadline of (ii) above, and the deadline for the receipt of the building permit and construction commencement shall be 60 days thereafter in lieu of the deadline in (iii) above.

**SECTION 6. 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 7. 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 Ordinances of the City of Winter Park, Florida.

**SECTION 8. CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 9. 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.

\_\_\_\_\_  
Steve Leary, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# city commission agenda item

item type	Public Hearings	meeting date	11/12/2018
prepared by	Planning	approved by	City Manager, City Attorney
board approval	yes final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

## **subject**

Request for an extension of the Conditional Use approval at 503 North Interlachen Avenue (2nd hearing)

## **motion / recommendation**

Staff recommendation is for approval of the extension until August 22, 2020 which is the two year extension requested with the proviso that this will be the last staff recommendation of approval for an extension and that all previous conditions still apply including the 7:30 am start time for construction. Furthermore any below ground encroachments into the setbacks, other than for mechanical and stairs shall not be allowed.

## **background**

This public hearing is to consider a request to extend, for an additional two years, the conditional use approval granted for the condominium project at 503 N. Interlachen Avenue, that expired on August 22, 2018. (See plans and materials attached) Conditional Uses can be re-established or extended by action of the City Commission following public notice. The City has undertaken a display advertisement, legal advertisement and mailed 415 notices to all property owners within 1,500 feet of the property. The rationale for this request from the current owner is attached.

The original approval of the Conditional Use by the City Commission included the conditions recommended by P&Z and the terms and conditions negotiated between the project developers and the neighbors. Those would all continue to be in force with any extension.

The staff is aware that some neighbors have concerns about this project. As you recall, the excavation for the underground parking garage in such close proximity was one issue. One thing that everyone missed in 2016 (because it is underground) is that the plans showed basement encroachments into the setbacks for storage rooms that are not permitted by Code (only allowed for stairs or mechanical) and there is a neighbor request for strict adherence to the setbacks. There also is

interest in having a later start time of 8:00 am for construction and deliveries versus the previously approved 7:30 am time.

#### **Staff Recommendation:**

Staff recommendation is for approval of the extension until August 22, 2020 which is the two year extension requested with the proviso that this will be the last staff recommendation of approval for an extension and that all previous conditions still apply including the 7:30 am start time for construction. Furthermore any below ground encroachments into the setbacks, other than for mechanical and stairs shall not be allowed.

#### **Project Summary from August 2016:**

Interlachen North Partners, LLC are the new owners of the Casa Disena Apartment property at 503 N. Interlachen Avenue, which is zoned R-3. This request is for Conditional Use approval to redevelop this property with eight (8) new residential condominiums with a cumulative project size of up to 23,385 square feet, on this property zoned R-3. This is a Conditional Use because the building size exceeds 10,000 square feet.

**Site and Zoning Parameters:** This is a 21,165 square foot property (per survey) which based on 17/units per acre maximum density permits the eight units proposed. These eight new units will be condominiums with three units on the first two floors and then two units on the third floor. There are ten apartments in Casa Disena building that will be demolished.

**Proposed Project:** The project will be three stories in height. The total project size is 23,385 sq. ft. which is a FAR of 110.49% which is within the maximum R-3 FAR. The maximum lot coverage is 40% and the project has 7,860 square feet of building lot coverage which is 37.1%. The maximum impervious coverage is 70% and this project is at 60.8% (12,870 sq. ft.). Building height is shown at 35 feet per code including the parapet elements. There are also some architectural cornice elements added to the roofs for architectural interest that are 2 feet above the 35 foot height, which are permitted as architectural appendages.

The access to these condominiums is the common driveway down a ramp on the north side of the building into the basement parking level. In that below ground parking level are 20 parking spaces that include two spaces per unit and four visitor spaces which meet the parking requirements for 2½ spaces per unit.

**Tree Preservation:** Attached is the Existing Tree Survey and Tree Removal Plan for 503 N. Interlachen Avenue. All of the existing trees on the site are non-native, invasive trees that are not protected by the City except for the one 8" Weeping Yaupon Holly that is a multi-trunk tree, and one 24" Laurel Oak street tree located in the R.O.W. All of the trees will be removed except for the 24" laurel oak street tree. Based on the species of the larger trees, and size of the Weeping Yaupon, no compensation will be required. Attached also is the Landscape Plan that shows the proposed trees to be planted that include two live oaks, and thirteen holly trees. The perimeter walls will be planted with Fig Vine.

**Storm Water Retention:** The project intends to meet the storm water code for a

25 year storm event with above ground swales and also potentially a below ground exfiltration system for added volume within the open space green areas of the site. Full engineering of the required storm water retention system is required for the "final" CU review or may be delegated for approval to staff.

**Other Considerations:** As P&Z is aware, special attention and due diligence is required with the excavation and construction of basement underground parking when in close proximity to other existing neighboring buildings. The staff is aware that this is a special concern of several adjacent neighbors to this project and so that P&Z will be aware, those neighbors have reached a private agreement with the applicants concerning those matters.

**Summary:** The conditional use request meets all the Comprehensive Plan and Zoning Code requirements and there are no variances or exceptions requested. The project has an attractive architectural appearance with garages/cars totally screened from view.

#### alternatives / other considerations

N/A

#### fiscal impact

N/A

#### ATTACHMENTS:

Description

Backup Materials

Upload Date

10/12/2018

Type

Backup Material



# Public Hearing

## NOTICE OF REQUEST TO RE-ESTABLISH AND EXTEND A CONDITIONAL USE APPROVAL AT 503 N. INTERLACHEN AVE.

NOTICE IS HEREBY GIVEN BY THE CITY OF WINTER PARK, FLORIDA, that public hearings will be held by the City Commission on Monday, October 22, 2018, at 3:30 p.m. and on Monday, November 12, 2018 at 3:30 pm in the Commission Chambers of City Hall at 401 S. Park Ave., Winter Park, Florida, 32789, to consider a request to re-establish and extend the previous conditional use approval granted for 503 N. Interlachen Ave. for a three-story, eight-unit, 23,385-square-foot residential building at 503 N. Interlachen Ave., zoned R-3.

Copies of the proposed development plans are available now for inspection in the Planning & Community Development Department in City Hall, Monday through Friday, from 8 a.m. to 5 p.m., and beginning Tuesday, October 16, 2018, on the city's website at [cityofwinterpark.org](http://cityofwinterpark.org).



All interested parties are invited to attend and be heard with respect to the adoption of the proposed amendments. Additional information is available in the Planning Department so that citizens may acquaint themselves with each issue and receive answers to any questions they may have prior to the hearing.

Pursuant to the provisions of the Americans with Disabilities Act: any person requiring special accommodation to participate in this meeting, because of disability or physical impairment, should contact the Planning & Community Development Department at 407-599-3453, at least 48 hours in advance of this hearing.

Pursuant to §286.0105 of the Florida Statutes: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and they need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.



## Jeffrey Briggs

---

**From:** Paul Bryan <paul@groverbryan.com>  
**Sent:** Wednesday, September 26, 2018 11:44 AM  
**To:** Jeffrey Briggs  
**Cc:** James Willard; Nancy Rossman; Gradon Willard  
**Subject:** Interlachen North Condominiums / 503 North Interlachen

Jeff,

Per our conversation earlier today, I am writing on behalf of Interlachen North Partners, LLC. We are requesting a two year extension of our entitlements from the City of Winter Park that expired on August 22, 2018.

We inadvertently calendared October 22, 2018 as the renewal deadline. Thank you for confirming the correct date.

While we had anticipated having the project underway this last summer, as you are well aware, the construction market is challenging, due to a labor shortage and high demand. We have been undergoing construction pricing and value engineering, which has taken much longer than expected.

We intend to build the project as approved and to deliver another beautiful development in the City of Winter Park.

I will drop off the \$1,000.00 fee to your office this afternoon. Please advise if you need anything else. I will await your advice regarding the timing for the City Commission meeting to approve the request for the extension.

Regards,  
Paul

GROVER BRYAN, INC.



*Since 1964*

Email: [paul@groverbryan.com](mailto:paul@groverbryan.com) |

Office located at: 201 West Canton Avenue, Suite A, Winter Park, FL 32789 |

Mail to: PO Box 2456, Winter Park, FL 32790 |

Voice: 321.460.0707

To: City Commissioner, City of Winter Park

From: John & Dolores Beck, Interlachen Homeowner's Association & Andulsia Condo Association.

Re: Interlachen North Condo's / 503 North Interlachen Ave, variance extension request.

We have received a copy of the developer's request for a 2 year extension of the variance. The original variance was approved by the City Commission on August 22, 2016 for 503 N. Interlachen Ave.

It's been more than 2 years since the Becks' and their engineers (Don McIntosh & Kevin Casey) negotiated with the Developer and produced the Developer's Agreement ( July 14, 2016).

Mr. & Mrs. Beck and the Neighbor's (Interlachen Homeowner's Association, Andalusia & Winterset Condo's) have:

- Waited patiently (for 2 plus years) to have the condo units start construction....2 ½ years + 2/3 years for construction (5 years +). 5 – 5 ½ years is a long time for neighbors to wait. It's disruptive!
- The noise, vibrations, and house/building shaking during the demolition phase was not nice. Actually, it was upsetting and not necessary.
- There was substantial damage done to the Beck house (inside & outside) during the demolition. The damage was verified (in person) by Don McIntosh and Kevin Casey (registered engineers) on both the inside and outside of the house.
- The Applicants' architects drew plans that violated (City set back requirements). In addition, 4 additional storage units were added that were not on the plans submitted to the P&Z Board and City Commission. These plans violated City Commission and P&Z rules regarding structural setbacks.
- The Applicant gained approval from the P&Z Board for a height of 35' plus 2' for cornices. Further, (Mr. Kevin Casey, registered engineer) has measured the actual height of the 6 condo units being 40' 5" (35' for building, 2' for cornices and 40' 5" for elevator buildings).

WE WOULD AGREE TO A 1 YEAR EXT. OF THE VARIANCE FROM AUG. 22, 2018, SUBJECT TO THE FOLLOWING CONDITIONS:

- |  |  |
|--|--|
| This is existing code                              | 1. Strict performance on the setback requirements (20") on the south side basement walls. The 2 <sup>nd</sup> & 3 <sup>rd</sup> floor balcony's (north & south side of condo building) are allowed 3 ½' foot extensions into the 20' setbacks.   |
| This is revised<br>(Existing approval) is 7:30am   | 2. Construction & delivery hours are to be 8:00am to 6:00pm Monday through Saturday (no work or deliveries on Sundays).  |
| Already approved by<br>P&Z Board & City Commission | 3. The Developer and his Contractors/Agents strictly adhere to the Developer's Agreement dated July 14, 2016. Violations are to be reported to the City Building inspector.  |
| Already approved by<br>P&Z Board & City Commission | 4. In digging the car park basement (The Developer, his Contractor/Agents) strict performance to the Developer's Agreement re: item 3, 3i, 3ii, 3iii and 3IV.... SO AS NOT TO DAMAGE NEIGHBOR'S HOME AND CONDO PROPERTY.   |
| Existing   | 5. All lights on the north and south side of the condo building <u>will be down lighting</u> (no glare to the neighbor's properties).  |
| Existing code                                      | 6. No blocking/parking on City Side Walks and City property during construction. All damage to Side Walks (Public hazard) are to be repaired immediately. <u>LOCAL RESIDENTS USE THE SIDE WALKS.....</u> In addition, a detailed off- site parking plan (for construction workers) will be presented to the building inspector (Geoff Wiggins) and agreed to by the contractors. |



# Interlachen North

## A CONDOMINIUM



REVISIONS	
PERMIT SET	XX-XX-XX

**SLOCUM PLATTS**  
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WILLIAM P. PLATTS AR 13242

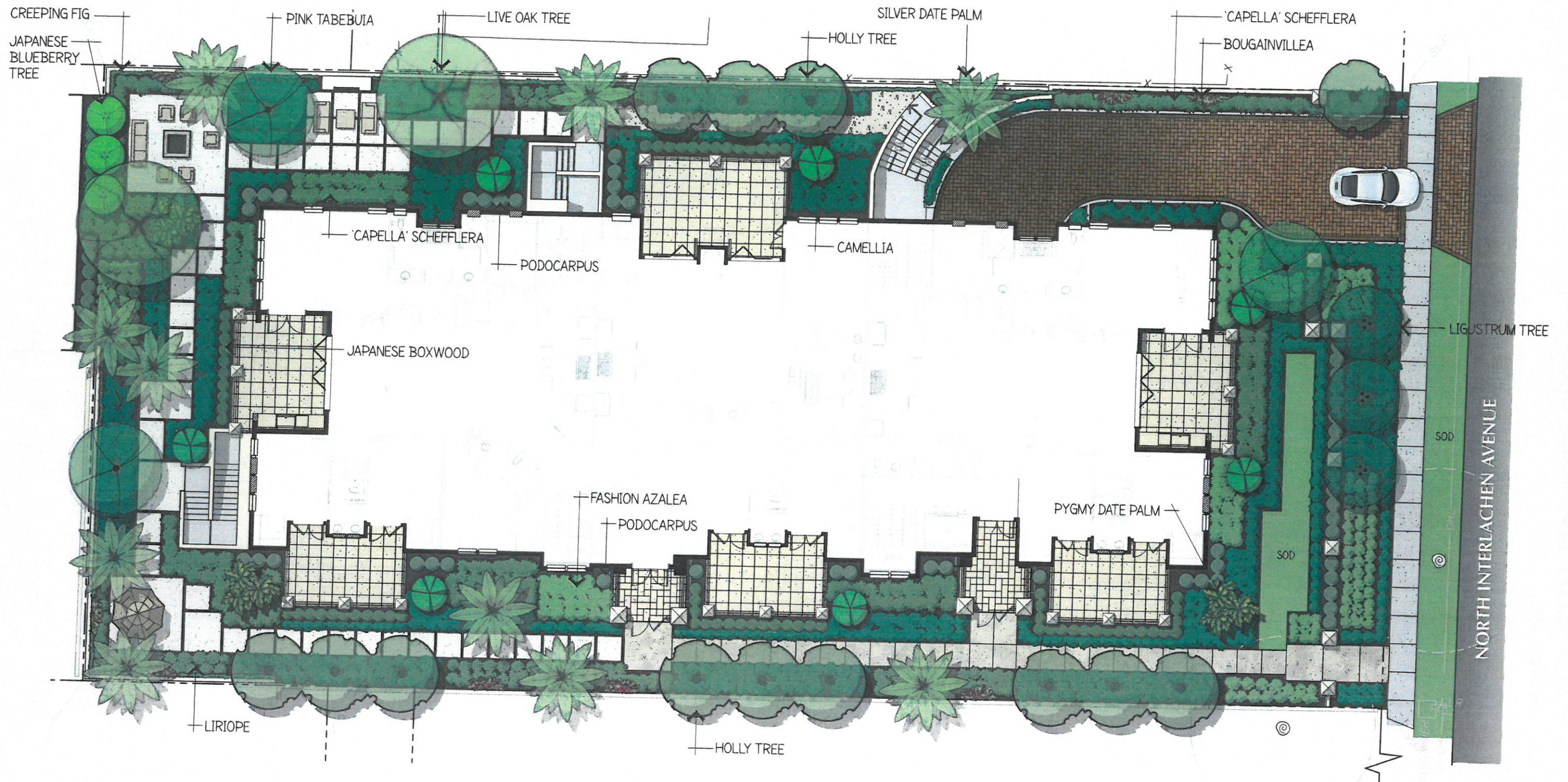
**INTERLACHEN NORTH  
A CONDOMINIUM**  
503 N. INTERLACHEN AVENUE, WINTER PARK, FLORIDA 32789

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WFP  
DATE  
06-03-2016  
SCALE  
AS NOTED  
JOB NO.  
16-02  
SHEET





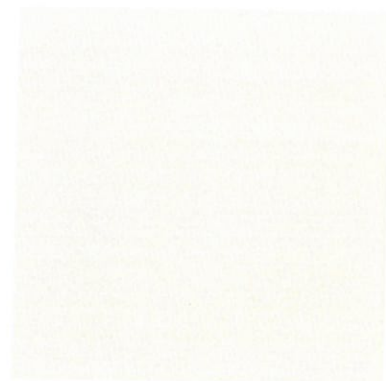




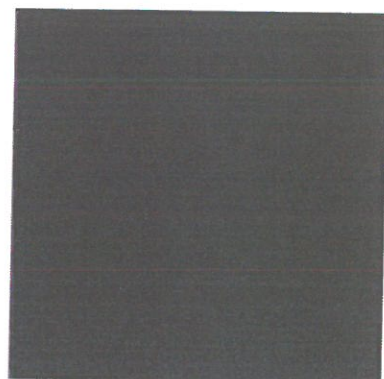
LANDSCAPE PLAN  
**NORTH INTERLACHEN**  
 WINTER PARK, FLORIDA



SW7005  
PURE WHITE



SW6140  
MODERATE  
WHITE



SW7020  
BLACK FOX



INTERLACHEN STREET ELEVATION

**CONCEPTUAL COLOR ELEVATION**  
**NORTH INTERLACHEN**  
16-012 6.3.16



# UNIT A

NET A/C = 2,518 SF  
NET A/C (W/ STAIR, ELEV., LOBBY) = 2,783 SF  
GROSS = 3,312 SF

# UNIT B

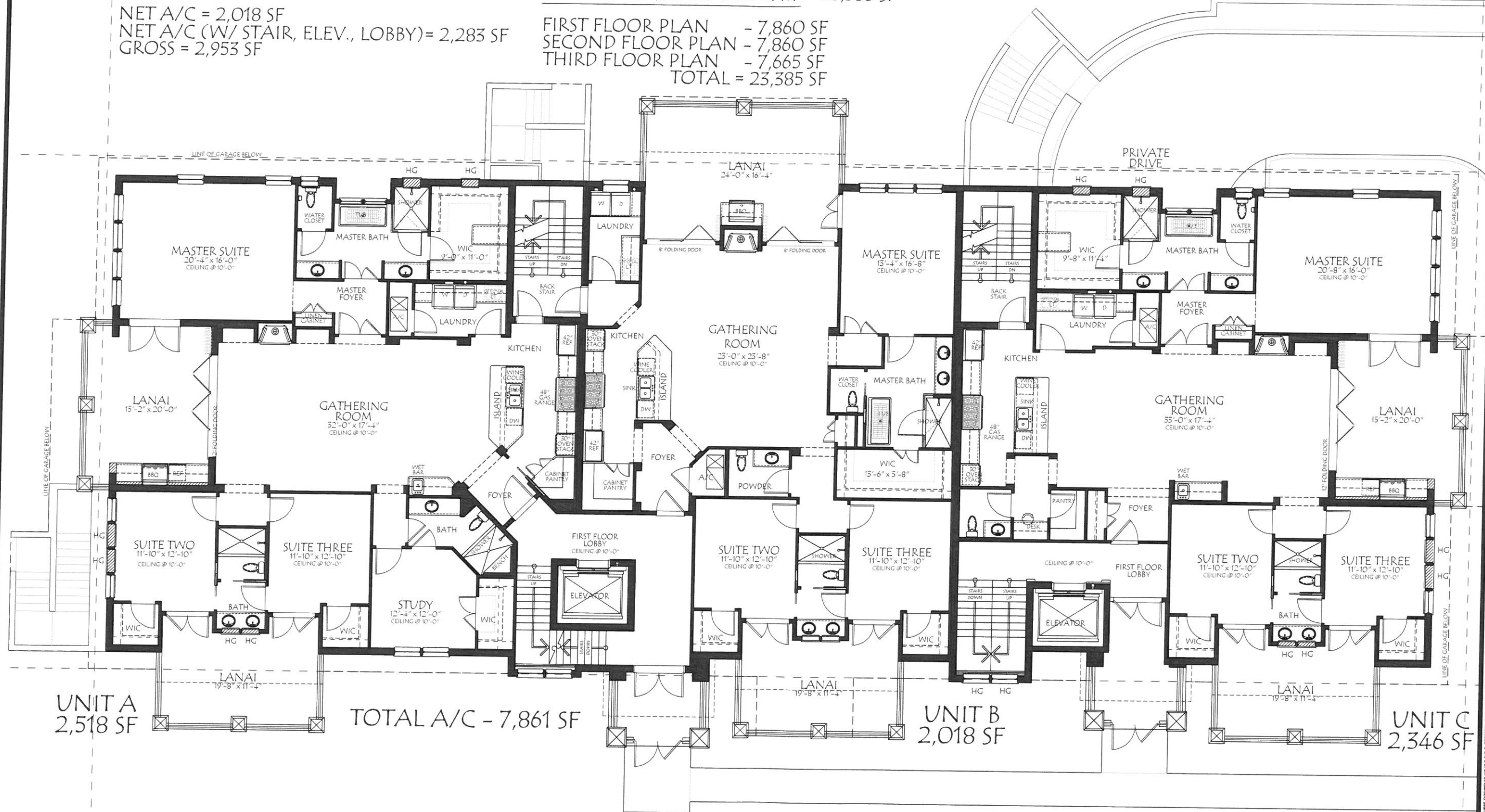
NET A/C = 2,018 SF  
NET A/C (W/ STAIR, ELEV., LOBBY) = 2,283 SF  
GROSS = 2,953 SF

# UNIT C

NET A/C = 2,346 SF  
NET A/C (W/ STAIR, ELEV., LOBBY) = 2,795 SF  
GROSS = 3,443 SF

FAR - LOT 21,165.03 (110.49%) = 23,385 SF

FIRST FLOOR PLAN - 7,860 SF  
SECOND FLOOR PLAN - 7,860 SF  
THIRD FLOOR PLAN - 7,665 SF  
TOTAL = 23,385 SF



UNIT A  
2,518 SF

TOTAL A/C - 7,861 SF

UNIT B  
2,018 SF

UNIT C  
2,346 SF

1 FIRST FLOOR PLAN - RESIDENTIAL  
SCALE: 3/16" = 1'-0"

REVISIONS
PERMIT SET XX-XX-XX

**SLOCUM PLATTS**  
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*SP*

WILLIAM P. PLATTS, ARCHITECT  
ARCHITECTS, P.A.

**FIRST FLOOR PLAN - RESIDENTIAL**  
**INTERLACHEN NORTH**  
**A CONDOMINIUM**  
503 N. INTERLACHEN AVENUE, WINTER PARK, FLORIDA 32789

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DATE
06-03-2016
SCALE
AS NOTED
JOB NO.
16-012
SHEET

A2.2

# UNIT A

NET A/C = 2,518 SF  
NET A/C (W/ STAIR, ELEV., LOBBY) = 2,783 SF  
GROSS = 3,312 SF

# UNIT B

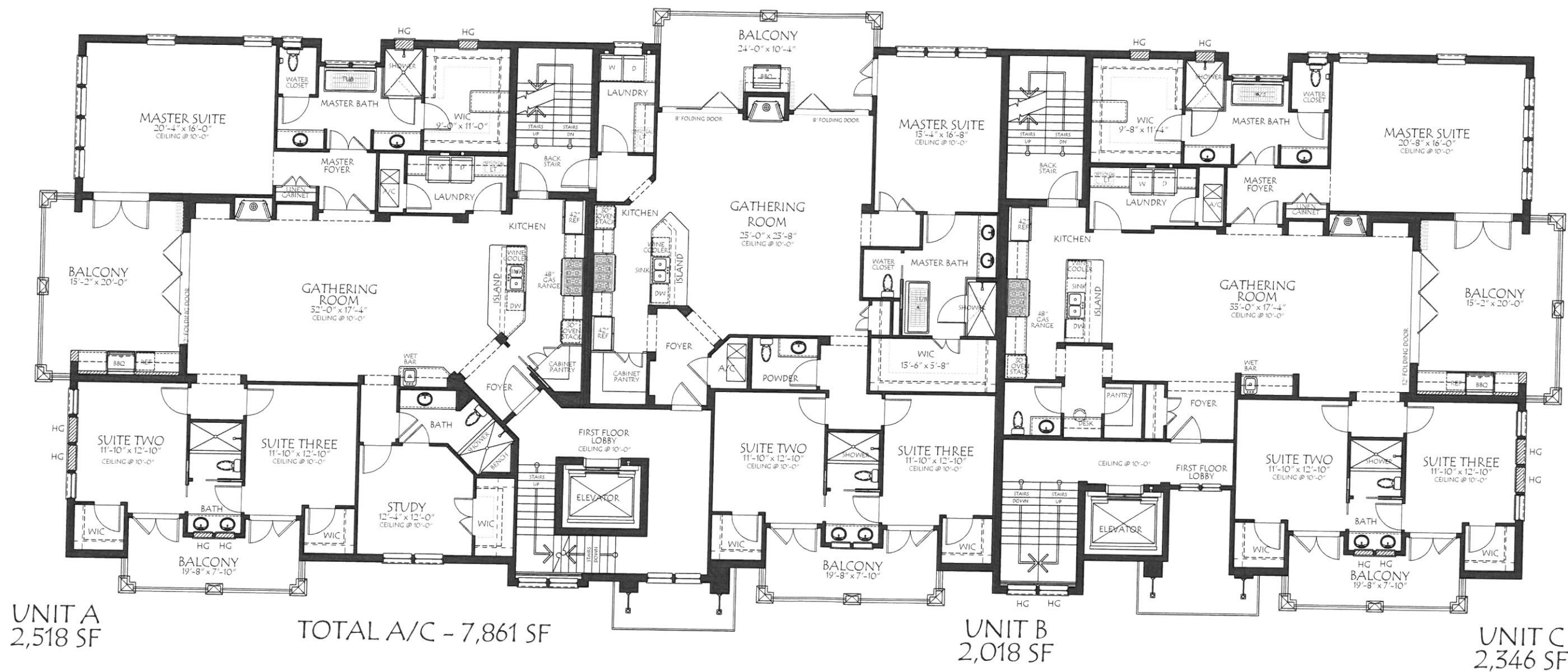
NET A/C = 2,018 SF  
NET A/C (W/ STAIR, ELEV., LOBBY) = 2,283 SF  
GROSS = 2,953 SF

# UNIT C

NET A/C = 2,346 SF  
NET A/C (W/ STAIR, ELEV., LOBBY) = 2,795 SF  
GROSS = 3,443 SF

FAR - LOT 21,165.03 (110.49%) = 23,385 SF

FIRST FLOOR PLAN - 7,860 SF  
SECOND FLOOR PLAN - 7,860 SF  
THIRD FLOOR PLAN - 7,665 SF  
TOTAL = 23,385 SF



1 SECOND FLOOR PLAN - RESIDENTIAL  
SCALE: 3/16" = 1'-0"

REVISIONS
PERMIT SET XX-XX-XX

SLOCUM PLATTS  
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*SP*

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WILLIAM P. PLATTS ARCH 32789

SECOND FLOOR PLAN - RESIDENTIAL

INTERLACHEN NORTH  
A CONDOMINIUM

503 N. INTERLACHEN AVENUE, WINTER PARK, FLORIDA 32789

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JOB NO.
16-012
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A2.3

# UNIT D

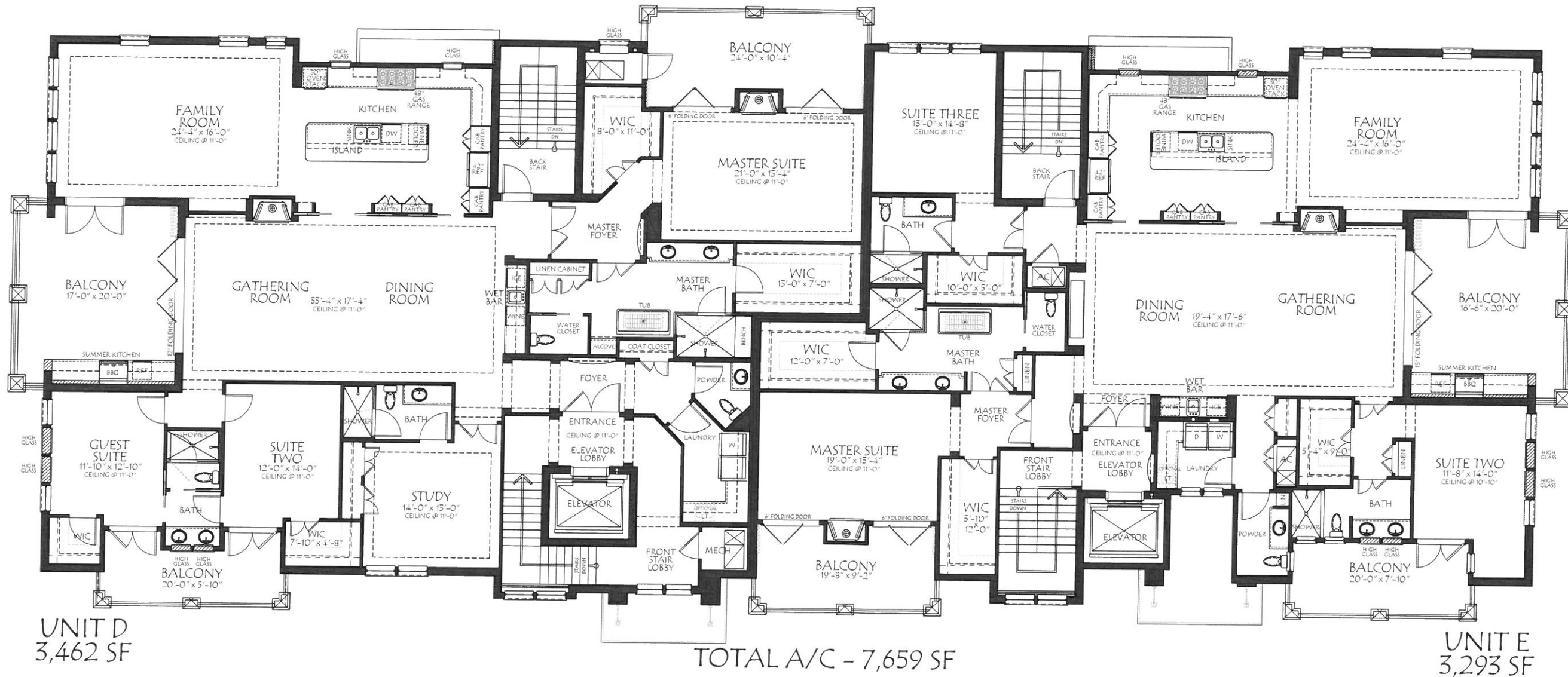
NET A/C = 3,462 SF  
NET A/C (W/ STAIR, ELEV., LOBBY) = 3,963 SF  
GROSS = 4,670 SF

# UNIT E

NET A/C = 3,293 SF  
NET A/C (W/ STAIR, ELEV., LOBBY) = 3,696 SF  
GROSS = 4,332 SF

FAR - LOT 21,165.03 (110.49%) = 23,385 SF

FIRST FLOOR PLAN = 7,860 SF  
SECOND FLOOR PLAN = 7,860 SF  
THIRD FLOOR PLAN = 7,665 SF  
TOTAL = 23,385 SF



1 THIRD FLOOR PLAN - RESIDENTIAL PENTHOUSE LEVEL  
SCALE: 3/16" = 1'-0"

REVISIONS
PERMIT SET XX-XX-XX

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WILLIAM P. PLATTS AR13262

THIRD FLOOR PLAN - RESIDENTIAL  
**INTERLACHEN NORTH**  
**A CONDOMINIUM**  
503 N. INTERLACHEN AVENUE, WINTER PARK, FLORIDA 32789

DRAWN UTB
CHECKED WPP
DATE 06-03-2016
SCALE AS NOTED
JOB NO. 16-012
SHEET

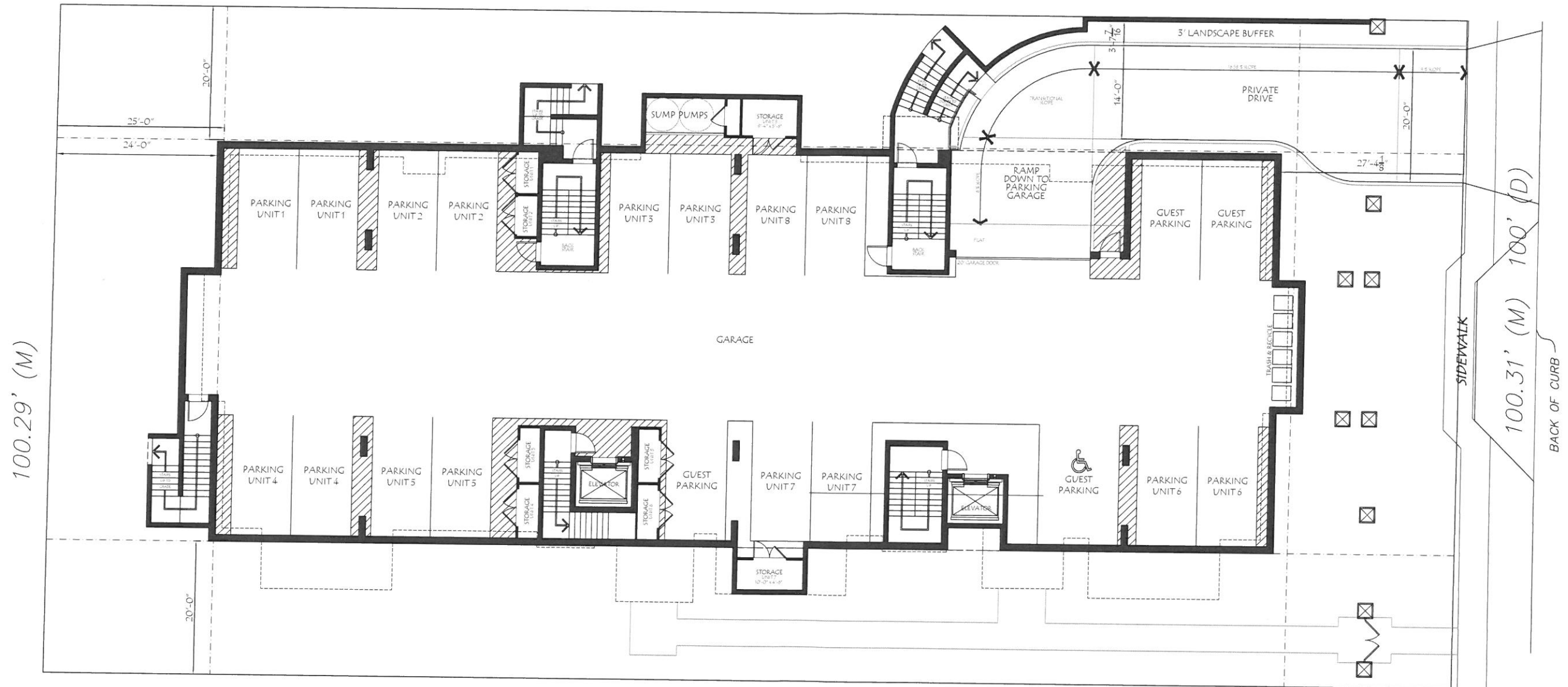
A2.4



IMPERVIOUS AREA CALCULATIONS AND BUILDING COVERAGE	
SITE AREA:	21,655 S.F.
BUILDING COVERAGE:	
ALLOWABLE BUILDING COVERAGE (40%):	8,662 S.F.
COVERAGE SHOWN (31.26%):	7,865 S.F.
IMPERVIOUS AREAS:	
-DRIVEWAY LANDSCAPE WALL AND STAIRS	1,474 S.F.
-SIDE WALK AND ENTRANCES	73 S.F.
-COLUMNS	24 S.F.
IMPERVIOUS ALLOWABLE (10%):	14,856 S.F.
TOTAL IMPERVIOUS (ARCHITECTURAL SITE) SHOWN (60.85%):	22,510 S.F.

AREA CALCULATIONS	
SITE AREA:	21,655 S.F.
MAX FAR (110%):	23,820 S.F.
FAR SHOWN (110.43%):	23,385 S.F.
1ST FLOOR HVAC:	7,865 S.F.
2ND FLOOR HVAC:	7,865 S.F.
3RD FLOOR HVAC:	7,665 S.F.
TOTAL HVAC:	23,385 S.F.
GARAGE LANAIS	(3,616 S.F.)
BALCONIES	(1,688 S.F.)
TOTAL NON-HVAC:	14,005 S.F.
NET TOTAL:	37,390 S.F.

209.7' (C)  
211.00' (M&C)



211.0' (C)  
211.03' (M)  
209.7' (C)

1 GARAGE FLOOR PLAN ON SITE  
SCALE: 1/8" = 1'-0"

REVISIONS
PERMIT SET XX-XX-XX

**SLOCUM PLATTS**  
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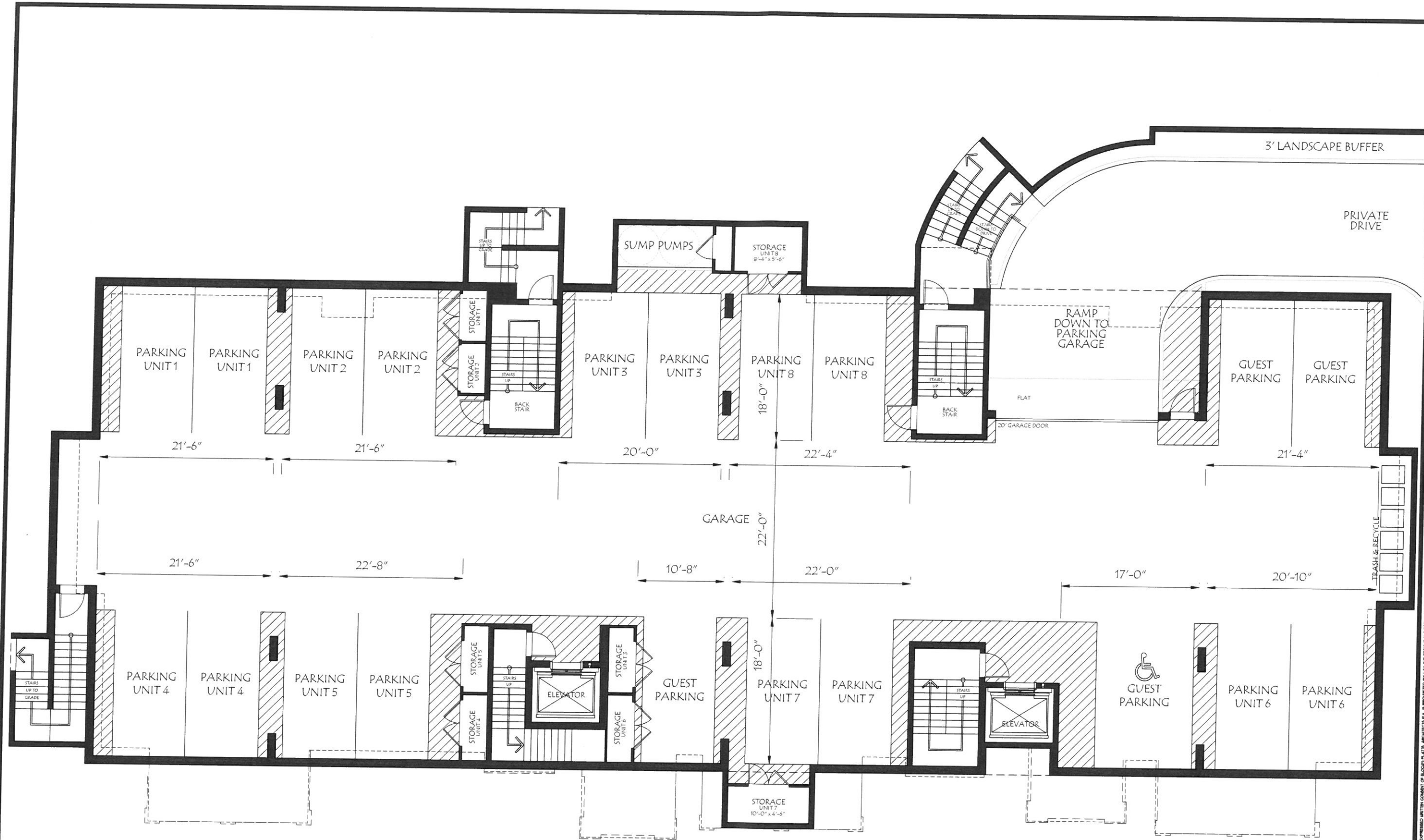
WILLIAM F. PLATTS ARCH 3662

**GARAGE FLOOR PLAN ON SITE**  
**INTERLACHEN NORTH**  
**A CONDOMINIUM**  
503 N. INTERLACHEN AVENUE, WINTER PARK, FLORIDA 32789

DRAWN	WFB
CHECKED	WFB
DATE	06-03-2016
SCALE	AS NOTED
JOB NO.	16-012
SHEET	

**A2.0**





1 GARAGE FLOOR PLAN  
SCALE: 3/16" = 1'-0"

REVISIONS
PERMIT SET
XX-XX-XX

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*SP*

**GARAGE FLOOR PLAN**

**INTERLACHEN NORTH  
A CONDOMINIUM**

503 N. INTERLACHEN AVENUE, WINTER PARK, FLORIDA 32789

DRAWN
UTB
CHECKED
WPP
DATE
06-03-2016
SCALE
AS NOTED
JOB NO.
16-012
SHEET
A2.1



1 EAST ELEVATION  
SCALE: 1/4" = 1'-0"

REVISIONS	

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WILLIAM P. PLATTS AR 13362

**EAST ELEVATION**  
**NORTH INTERLACHEN AVE**  
**CONDOMINIUMS**  
WINTER PARK FLORIDA

DRAWN	WTB
CHECKED	WFP
DATE	06-02-2016
SCALE	AS NOTED
JOB NO.	15-012
SHEET	A6.1





1 SOUTH ELEVATION - LEFT END  
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION - RIGHT END  
SCALE: 1/4" = 1'-0"

REVISIONS

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SP

WILLIAM P. PLATTS AR 3662

SOUTH ELEVATION

NORTH INTERLACHEN AVE  
CONDOMINIUMS

WINTER PARK FLORIDA

DRAWN  
UTB  
CHECKED  
WPP  
DATE  
26-02-2016  
SCALE  
AS NOTED  
JOB NO.  
15-012  
SHEET

A6.2





1 WEST ELEVATION  
SCALE: 1/4" = 1'-0"

REVISIONS	

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WILLIAM P. PLATTS AR13262

**WEST ELEVATION**  
**NORTH INTERLACHEN AVE**  
**CONDOMINIUMS**  
WINTER PARK  
FLORIDA

DRAWN	WTB
CHECKED	WPP
DATE	06-02-2016
SCALE	AS NOTED
JOB NO.	15-012
SHEET	A6.3



1 NORTH ELEVATION - LEFT END  
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION - RIGHT END  
SCALE: 1/4" = 1'-0"

REVISIONS	

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WILLIAM P. PLATTS AR13242

**SOUTH ELEVATION**

**NORTH INTERLACHEN AVE  
CONDOMINIUMS**

**WINTER PARK FLORIDA**

DRAWN  
WTB  
CHECKED  
WPP  
DATE  
06-02-2016  
SCALE  
AS NOTED  
JOB NO  
15-02  
SHEET

**A6.4**



1 WEST ELEVATION  
SCALE: 1/4" = 1'-0"



2 NORTH ELEVATION  
SCALE: 1/4" = 1'-0"

REVISIONS	BY
PERMIT SET XX-XX-XX	

**SLOCUM PLATTS**  
ARCHITECTS, P.A.

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*SP*

ILLUSTRATION BY: AR 1042

WEST + NORTH ELEVATIONS

NORTH INTERLACHEN AVE.  
CONDOMINIUMS

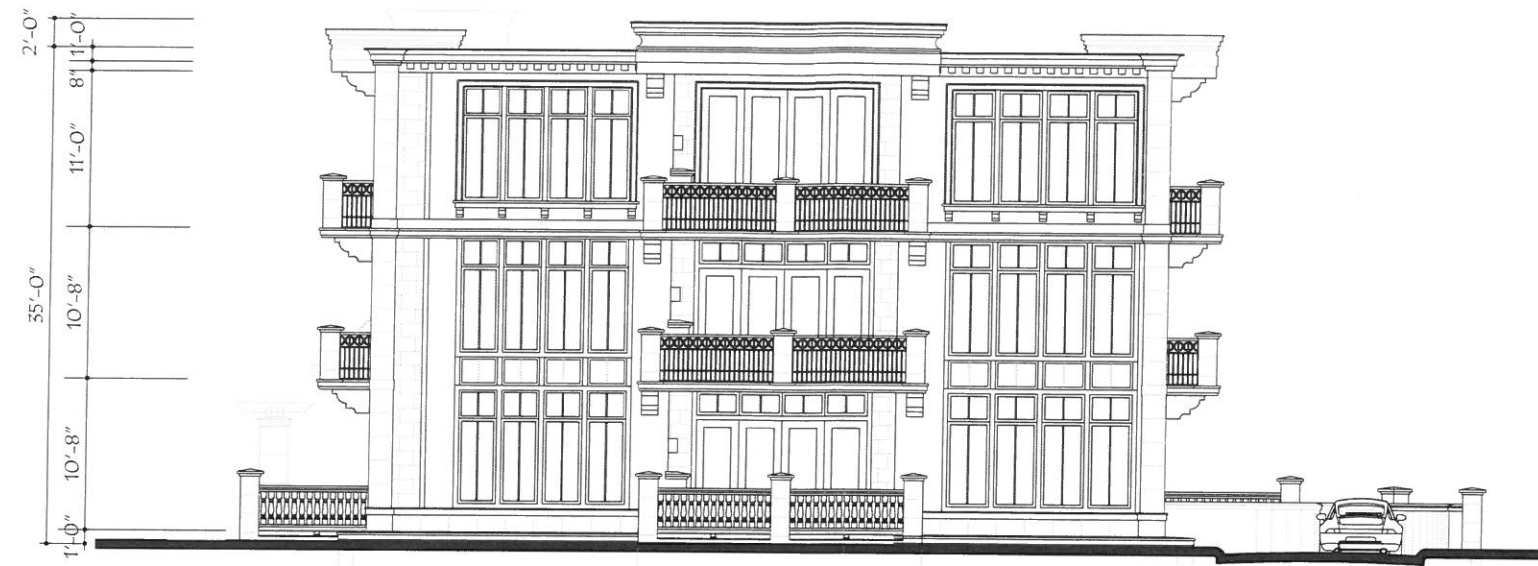
FLORIDA

WINTER PARK

DRAWN	UTB
CHECKED	UFP
DATE	06-01-2016
SCALE	AS NOTED
JOB NO.	16-012
SHEET	

A6.5





1 EAST ELEVATION  
SCALE: 1/4" = 1'-0"



2 SOUTH ELEVATION  
SCALE: 1/4" = 1'-0"

REVISIONS	BY
PERMIT SET	
XX-XX-XX	

**SLOCUM PLATT  
ARCHITECTS, P.A.**

RANDALL J. SLOCUM AR 13350 WILLIAM P. PLATT AR 13262  
670 NORTH ORLANDO AVENUE, SUITE 1001 MAITLAND, FL 32751  
TEL: (407) 645-3019 FAX: (407) 645-2771  
WWW.SLOCUMPLATT.COM

*GP*

WILLIAM P. PLATT AR 13262

EAST + SOUTH ELEVATIONS

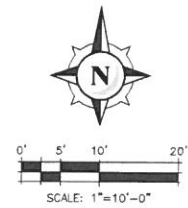
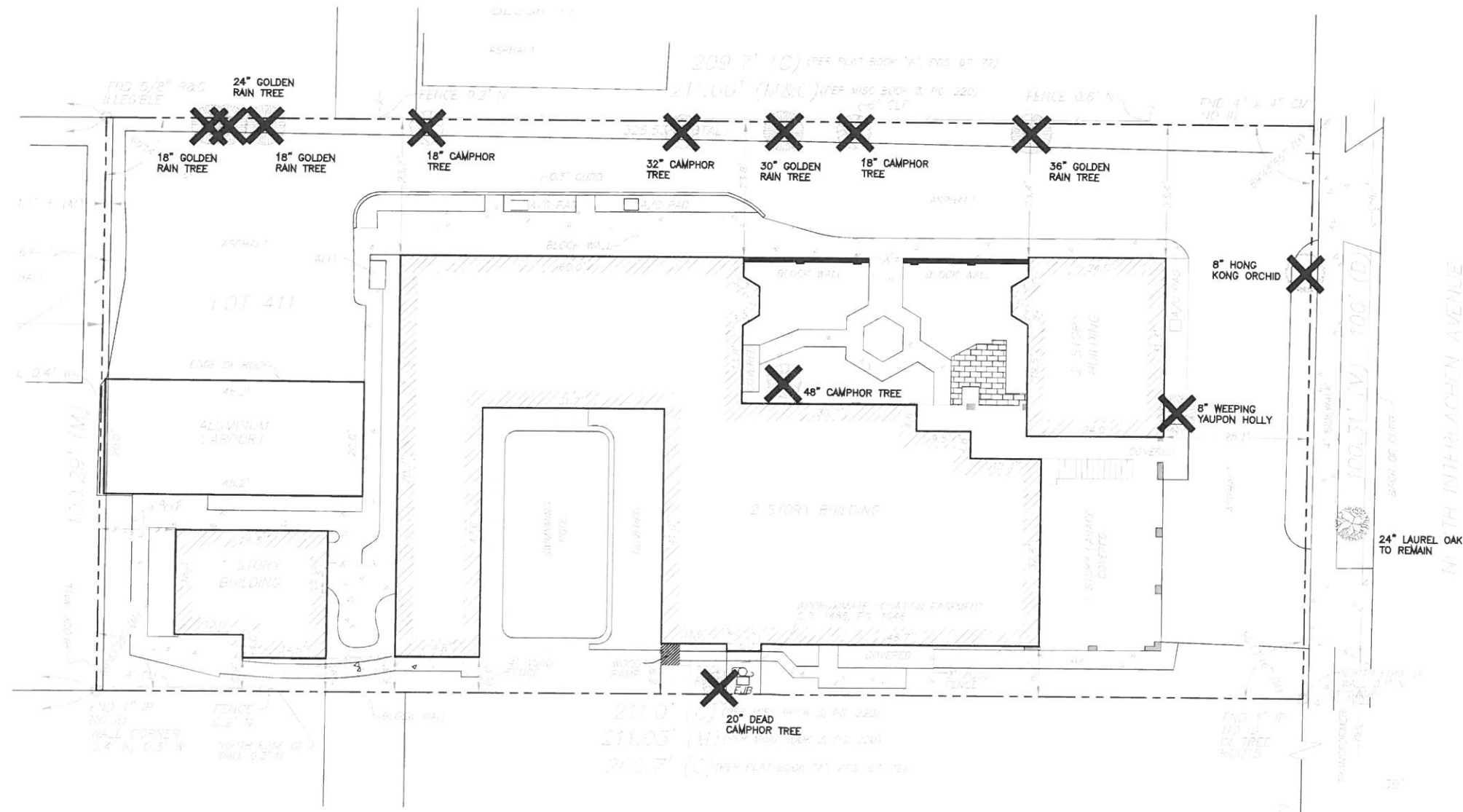
NORTH INTERLACHEN AVE.  
CONDOMINIUMS

FLORIDA

WINTER PARK

DRAWN	UTB
CHECKED	UPP
DATE	06-02-2016
SCALE	AS NOTED
JOB NO.	16-012
SHEET	

A6.6



**EXISTING TREE SURVEY & REMOVAL PLAN**  
**NORTH INTERLACHEN AVENUE CONDOMINIUMS**  
Prepared for: Interlachen North Partners, LLC  
Winter Park, Florida

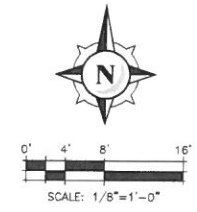
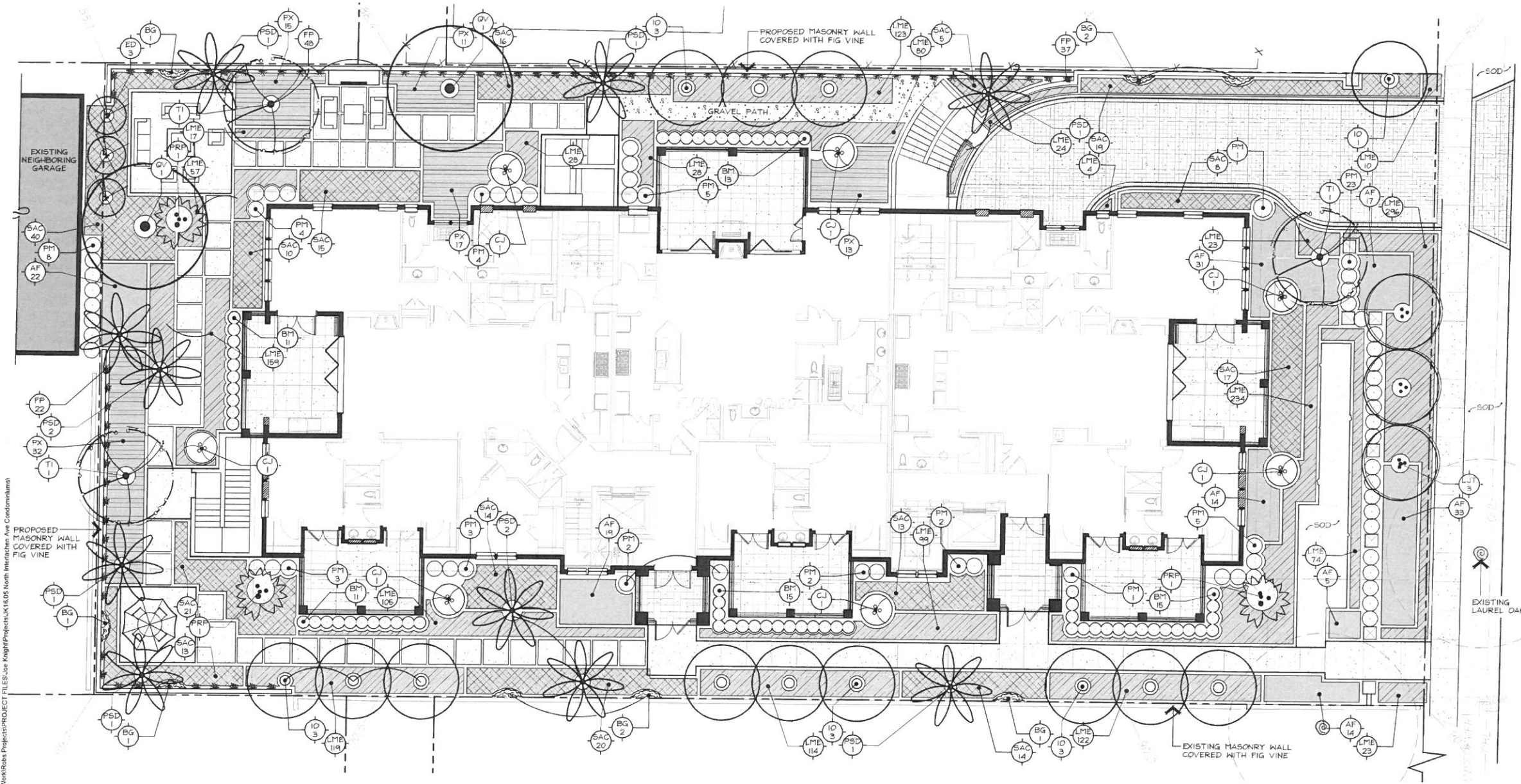
Ronnie J. Knight  
L.A.-0000379

DESIGN BY: J. KNIGHT  
DRAWN BY: R. GOOD  
PROJECT NO.: JK18.05  
DATE: 21 APRIL 2016  
SCALE: 1"=10'-0"

**LA-1**

OF 2 SHEETS





NORTH INTERLACHEN AVENUE

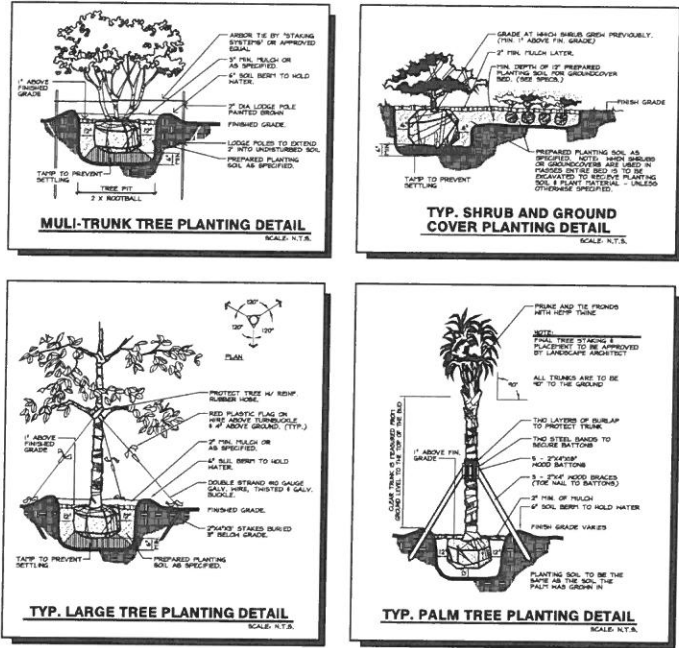
**Landscape Plan**  
**NORTH INTERLACHEN AVENUE CONDOMINIUMS**  
Prepared for: Interlachen North Partners, LLC  
Winter Park, Florida

Ronnie J. Knight  
LA-0000379  
DESIGN BY: J. KNIGHT  
DRAWN BY: R. GOOD  
PROJECT NO. JK16.05  
DATE 21 APRIL 2016  
SCALE 1/8"=1'-0"

**LA-1**  
OF 2 SHEETS



REVISIONS	BY
LANDSCAPE REV. 04 JUNE 2016	RJK
NOTATION REV. 20 JUNE 2016	RJK



GENERAL NOTES

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS AND ALL WORK AS CALLED FOR ON THE LANDSCAPE PLANS AND IN THE SPECIFICATIONS. THE LIST OF PLANT MATERIAL QUANTITIES ACCOMPANYING THE PLANS SHALL BE USED AS A GUIDE ONLY. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES AT THE TIME OF BIDDING.

ALL PLANT MATERIAL SHALL BE GRADED FLORIDA NO. 1 OR BETTER AS OUTLINED UNDER GRADES AND STANDARDS FOR NURSERY PLANTS, DIVISION OF PLANT INDUSTRY, STATE OF FLORIDA UNLESS OTHERWISE NOTED.

ALL PLANT BEDS SHALL BE TOP DRESSED WITH 1 1/2"-2" PREMIUM QUALITY PINE BARK MULCH. PINE BARK MULCH SHALL BE "BOLLING FOREST PRODUCTS, INC. MINI PINE BARK NUGGETS" OR EQUAL.

ALL PLANT MATERIAL SHALL BE PROPERLY PLANTED WITH FRIABLE TOPSOIL AND FERTILIZER MIXTURE CONTAINING AT LEAST 5% ORGANIC MATTER (HUMUS). FERTILIZER SHALL BE A COMPLETE BALANCED BLEND CONTAINING NITROGEN, PHOSPHOROUS AND POTASSIUM, AS WELL AS MICRONUTRIENTS MAGNESIUM, IRON, COPPER, ZINC, BORON, AND MANGANESE SULFATE.

ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF 180 DAYS.

LANDSCAPE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR THE STABILITY AND PLUMB CONDITION OF ALL TREES AND SHRUBS AND SHALL BE LEGALLY LIABLE FOR ANY DAMAGE CAUSED BY THE INSTABILITY OF ANY PLANT MATERIALS. STAKING OF TREES AND SHRUBS, IF REQUIRED, SHALL BE DONE UTILIZING A METHOD AGREED UPON BY THE LANDSCAPE ARCHITECT.

LANDSCAPE CONTRACTOR SHALL REVIEW ARCHITECTURAL PLANS TO BECOME THOROUGHLY FAMILIAR WITH SURFACE AND SUB-SURFACE UTILITIES.

EVERY POSSIBLE SAFEGUARD SHALL BE TAKEN TO PROTECT BUILDING SURFACES, EQUIPMENT AND FURNISHINGS.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSON OR PROPERTY WHICH MAY OCCUR AS A RESULT OF HIS NEGLIGENCE IN PROSECUTION OF THE WORK.

**IRRIGATION:**  
THE IRRIGATION SYSTEM WILL PROVIDE 100% COVERAGE ON ALL LAWN AND LANDSCAPED AREAS, AND WILL MEET ALL APPLICABLE CODES.

PLANT LIST

SYM	QTY	BOTANICAL	COMMON	OC	SIZE	COMMENTS
<b>TREES</b>						
ED	3	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY TREE 'STANDARD'	as shown	65 GAL.; 10'-12'x5'-6' S.P.; 3'-3 1/2' CAL.; FULL SPECIMEN FORM; 4' C.T. MIN.	--
IO	13	ILEX OPACA 'EAGLESTON'	HOLLY TREE	as shown	16'-18'x8'-9' S.P.; 5'-5 1/2' CAL.; SINGLE STR. TRK.; FULL SPECIMEN FORM	--
LJT	3	LIGUSTRUM JAPONICUM	TREE LIGUSTRUM	as shown	12'x12'; 3-5 MAIN TRKS.; WELL DEVELOPED SPECIMEN FORM	--
QV	2	QUERCUS VIRGINIANA	LIVE OAK	as shown	24'-25' X 12'-14' SP.; 8" CAL.; SINGLE STRAIGHT TRUNK; WELL DEV. HEAD	--
TI	3	TABEBUIA IMPETIGINOSA 'IPE'	PINK TABEBUIA	as shown	14'-16' X 7'-8'; FULL WELL DEV. HEAD	--
<b>PALMS</b>						
PRP	3	PHOENIX ROEBELENI	PYGMY DATE PALM	as shown	TRIPLE CROWN SPEC. FULL WELL DEV. CROWNS; 1 W/ 60" C.T.; 1 W/ 48" C.T.; 1 W/ 36" C.T.	--
PSD	10	PHOENIX SYLVESTRIS	SILVER DATE PALM	as shown	16' C.T.; MATCHING SPECIMENS	--
<b>ACCENTS</b>						
BG	8	BOUGAINVILLEA GLABRA	BOUGAINVILLEA	as shown	30 GAL. CONT.; BUSHY FORM; ON NURSERY TRELLIS	--
CJ	7	CAMELLIA JAPONICA	CAMELLIA	as shown	5' HT X 3' SPRD.; FULL SPECIMEN FORM	--
FP	107	FIGUS PUMILA	CREEPING FIG	as shown	1 GAL. CONT.; 3' O.C.; LONG TRAILING PLANTS	--
<b>SHRUBS</b>						
AF	155	AZALEA OBITUSSUM 'FASHION'	FASHION AZALEA	24"	15"-18" O.A.; BUSHY	--
BM	65	BUXUS MICROPHYLLA	JAPANESE BOXWOOD	24"	20"-24" O.A.; FULL ROUNDED FORM	--
PM	63	PODOCARPUS	PODOCARPUS	30"	4 1/2'-5'x30" O.A.; FULL PLANTS	--
PX	88	PHILODENDRON XANADU	DWARF PHILODENDRON	30"	7 GAL.; 24" O.A.	--
SAC	226	SCHIEFFLERA 'CAPELLA'	VARIEGATED 'CAPELLA' SCHIEFFLERA	30"	20"-24" O.A.; FULL AND BUSHY	--
<b>GROUND COVERS</b>						
LME	1739	LIRIOPE MUSCARI 'EMERALD GODDESS'	LIRIOPE	12"	1 GAL. FULL PLANTS	--
SOD		ST. AUGUSTINE 'SEVILLE'				



tele 407.718.7539  
mail@joeknight.net  
LA-0000379

REVISIONS	BY
LANDSCAPE REV. 04 JUNE 2016	RLK

Landscaping Details & Notes  
**NORTH INTERLACHEN AVENUE CONDOMINIUMS**  
Prepared for: Interlachen North Partners, LLC  
Winter Park, Florida

Ronnie J. Knight  
L.A.-0000379

DESIGN BY: J. KNIGHT  
DRAWN BY: R. GOOD  
PROJECT NO. JK16.05  
DATE 21 APRIL 2016  
SCALE AS NOTED

LA-2

# Interlachen North Partners, LLC

3200 S. Hiawasse Rd., Suite 205  
Orlando, Florida 32835  
{407} 523-2323 ♦ Fax {407} 578-8323  
Email: [NARossman@NARossman.com](mailto:NARossman@NARossman.com)

July 14, 2016

Mr. John Beck  
457 North Interlachen Avenue  
Winter Park, Florida 32789

RE: Construction at 503 North Interlachen Avenue

Dear John:

This letter will supersede and replace the letter I sent to you on June 28, 2016.

Based on our meeting, and after consultation with our own engineer and architect, we are willing to commit to the following precautions to avoid damage to your adjoining property resulting from our proposed redevelopment:

1. ✓ We will not seek any variances or special exceptions to allow recreational, entertainment or communal activities on the condominium's roof or, through the rules and regulations of the condominium association, permit such use by the condominium owners.
2. ✓ Site surface and subsurface drainage from our development will be managed and maintained to insure, that your yard, patio/wall and home will not be damaged. Project landscaping improvements, including irrigation, will also be installed and maintained in a manner that will not impact/damage your property.
3. ✓ Special attention to the southern limits of our project construction will be made to ensure protection of your property against damage and slope instability as a result of demolition, excavating or constructing our underground garage and construction of the eight (8) condominium units. This attention will include, at a minimum, the following:
  - (i) ✓ Our contractor, based in part on input from your retained professional consultants, will develop an excavation support and protection system including engineering analysis by a qualified professional engineer. This analysis will include the utilization of sheet piles or similar excavation support techniques to avoid impact/damage on your property.
  - (ii) ✓ Measures will be taken to prevent surface water from entering the excavation area by grading, dikes or other means.

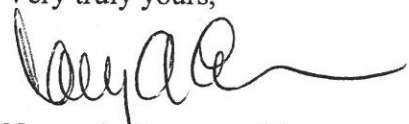


- ✓ (iii) Sidewalls or other excavation support and protection systems will be constructed as determined by our site engineer, so as not to damage your home, property line wall or patio.
- ✓ (iv) Project compaction will be accomplished using methods other than vibratory compaction. Vibratory rollers will not be used.
- 4. ✓ Prior to commencement of construction we agree to jointly cooperate to obtain photographs and/or videos of existing conditions on both your property and our construction site to better establish a baseline of existing conditions prior to construction.
- 5. ✓ Prior to construction, our professional land surveyor will include as part of our site survey the location of your residence, patio and property line wall and establish exact elevations at fixed points to act as benchmarks. During construction, your house, patio and wall will be monitored for damage on a weekly basis during garage excavation and construction and on a monthly basis during the eight (8) unit condominium construction above existing grade and continue for two months after Certificate of Occupancy by our surveyor and a registered professional structural engineer. You and your consultants will promptly receive copies of the measurements. Immediate remedial action will be taken in the event of any measured settlement or observed damage occurring to your property.
- 6. ✓ We agree to maintain coordination with you and your consultants during construction so that during construction you will be able to notify us immediately if you have any concerns and we can then expeditiously and jointly address the best way to resolve your concerns.
- 7. ✓ We will provide you and your consultants with our construction plans (concurrently with submittal to the City of Winter Park Building Department) and methods prior to commencement of the construction activities described above to confirm that we are following the terms of this letter.
- 8. ✓ Outside security lights on the north and south side of the building will be installed as "down" lights and other wall mounted or decorative lighting (e.g., coach lights) shall be located so as to eliminate direct glare outside our property lines.

John, we are confident that our project will be an enhancement to the neighborhood and a positive impact on your property value.

We look forward to working with you and continuing to be a good neighbor.

Very truly yours,



Nancy A. Rossman, Manager

cc: Jim Willard



# city commission agenda item

item type	Public Hearings	meeting date	11/12/2018
prepared by	Planning/MGR	approved by	City Manager, City Attorney
board approval	yes final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

## subject

Ordinances - Request of Benjamin Parters, LTD: (1)

- Amending Chapter 58 "Land Development Code" Article I, "Comprehensive Plan" and the Future Land Use Map so as to change the Low Density Residential Future Land Use designation to an Orange County Planned Development Future Land Use designation on the property located at 1308 Loren Avenue. (1)
- Amending Chapter 58 "Land Development Code" Article III, "Zoning" and the official Zoning Map so as to change Low Density Residential (R-2) district zoning to Orange County Planned Development (PD) district zoning on the property at 1308 Loren Avenue. (1)

## motion / recommendation

Recommendation to approve the two Ordinances to change the Future Land Use and Zoning designations of 1308 Loren Avenue.

## background

This public hearing is to re-designate one property, 1308 Loren Avenue, recently purchased by the Ravaudage development from Low Density Residential to Orange County Planned Development. The Comprehensive Plan provides via Policy 1-M-6 (below) that when out-parcels are added to the Ravaudage development, they may be granted the same future land use and zoning designations as for the entire project.

**Policy 1-M-6: Future Enclave & Out-Parcel Additions to the Ravaudage Planned Development.** Any future acquisitions and additions to the Ravaudage PD of enclave or out-parcel properties may, at the discretion of the City, be added to the Ravaudage PD and regulated by the Orange County PD Code and the Development Order terms and conditions pertaining to the Ravaudage PD.

As you are aware, the City does not have any Planned Development Future Land Use designation or PD zoning that approximates the Orange County PD designations. Thus in the Annexation Agreement and the Comprehensive Plan, the use of the Orange County land use designations is provided for.

This property at 1308 Loren Avenue is a single lot (62.5 by 132.5) of 8,281 square feet. It will potentially add some entitlements of commercial or residential but the residential entitlements (two additional units) would be the same as now permitted by the R-2 zoning.

In accordance with the Comprehensive Plan, these two ordinances would change the Low Density Residential future land use designation and corresponding R-2 zoning to Orange County Planned Development future land use and the corresponding Orange County Planned Development (PD) zoning.

#### **alternatives / other considerations**

N/A

#### **fiscal impact**

N/A

#### **ATTACHMENTS:**

Description

Backup Material

Upload Date

10/29/2018

Type

Backup Material

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

**AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" AND THE FUTURE LAND USE MAP SO AS TO CHANGE THE LOW DENSITY RESIDENTIAL FUTURE LAND USE DESIGNATION TO AN ORANGE COUNTY PLANNED DEVELOPMENT FUTURE LAND USE DESIGNATION ON THE PROPERTY LOCATED AT 1308 LOREN AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the owner of the subject property has requested a Comprehensive Plan future land use map amendment and such designation meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law to notify the public of this proposed Ordinance and of public hearings to be held; and

**WHEREAS**, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their November 6, 2018 meeting; and

**WHEREAS**, the City Commission of the City of Winter Park held a duly noticed public hearing on the proposed future land use change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Winter Park Comprehensive Plan and that sufficient, competent, and substantial evidence supports the Comprehensive Plan future land use change set forth hereunder; and

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

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

**SECTION 1. Official Zoning Map Amendment.** That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" and the Future Land Use Map is hereby amended so as to change the Future Land Use designation of Low Density Residential to Orange County Planned Development on the property at 1308 Loren Avenue, more particularly described as follows:

THE SOUTH 37.5 FT OF LOT 5 & THE NORTH 25 FT OF LOT 4 IN BLOCK "P" & EAST 1/2 OF THE VACATED R/W PER ORDINANCE NO. 3105-18 LYING WEST THEREOF IN THE HOME ACRES SUBDIVISION AS RECORDED IN PLAT BOOK "M", PAGE 97 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND AS IDENTIFIED BY PROPERTY TAX ID#01-22-29-3712-16-051

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

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

**SECTION 4. Effective Date.** This Ordinance shall become effective 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



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

**AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE LOW DENSITY RESIDENTIAL (R-2) DISTRICT ZONING TO ORANGE COUNTY PLANNED DEVELOPMENT (PD) DISTRICT ZONING ON THE PROPERTY LOCATED AT 1308 LOREN AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the owner of the subject property has requested a Zoning map amendment consistent with the Comprehensive Plan, and such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law to notify the public of this proposed Ordinance and of public hearings to be held; and

**WHEREAS**, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their November 6, 2018 meeting; and

**WHEREAS**, the City Commission of the City of Winter Park held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Winter Park Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

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

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

**SECTION 1. Official Zoning Map Amendment.** That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the zoning designation of Low Density Residential (R-2) District to Orange County Planned Development (PD) district on the property at 1308 Loren Avenue, more particularly described as follows:

THE SOUTH 37.5 FT OF LOT 5 & THE NORTH 25 FT OF LOT 4 IN BLOCK "P" & EAST 1/2 OF THE VACATED R/W PER ORDINANCE NO. 3105-18 LYING WEST THEREOF IN THE HOME ACRES SUBDIVISION AS RECORDED IN PLAT BOOK "M", PAGE 97 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND AS IDENTIFIED BY PROPERTY TAX ID#01-22-29-3712-16-051

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---

Mayor Steve Leary

Attest:

---

City Clerk








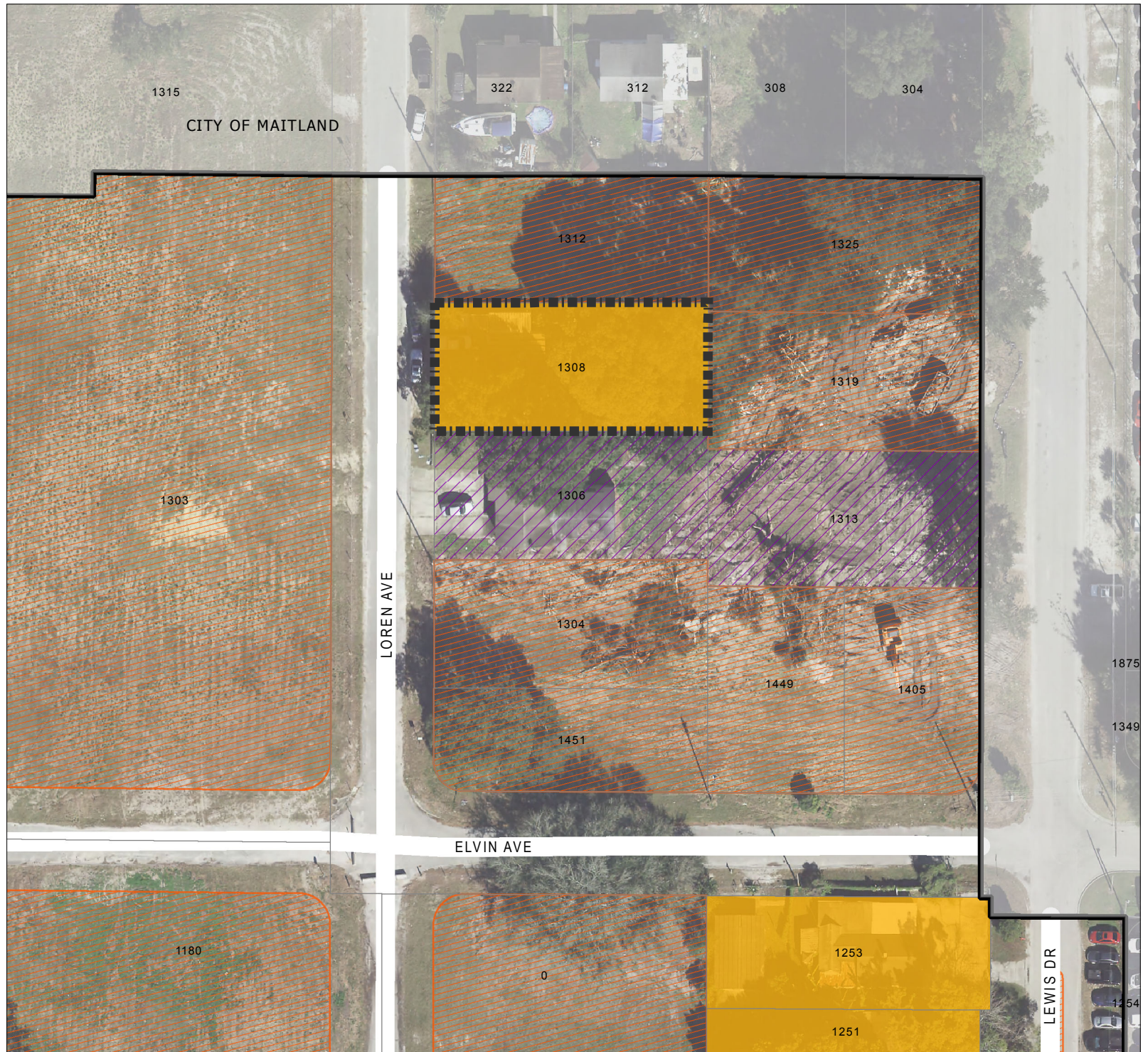
## 1308 LOREN AVENUE Future Land Use Map

City of Winter Park  
Florida

### LEGEND

#### Future Land Use

-  High Density PD-2
-  OC PD
-  Low Density Residential







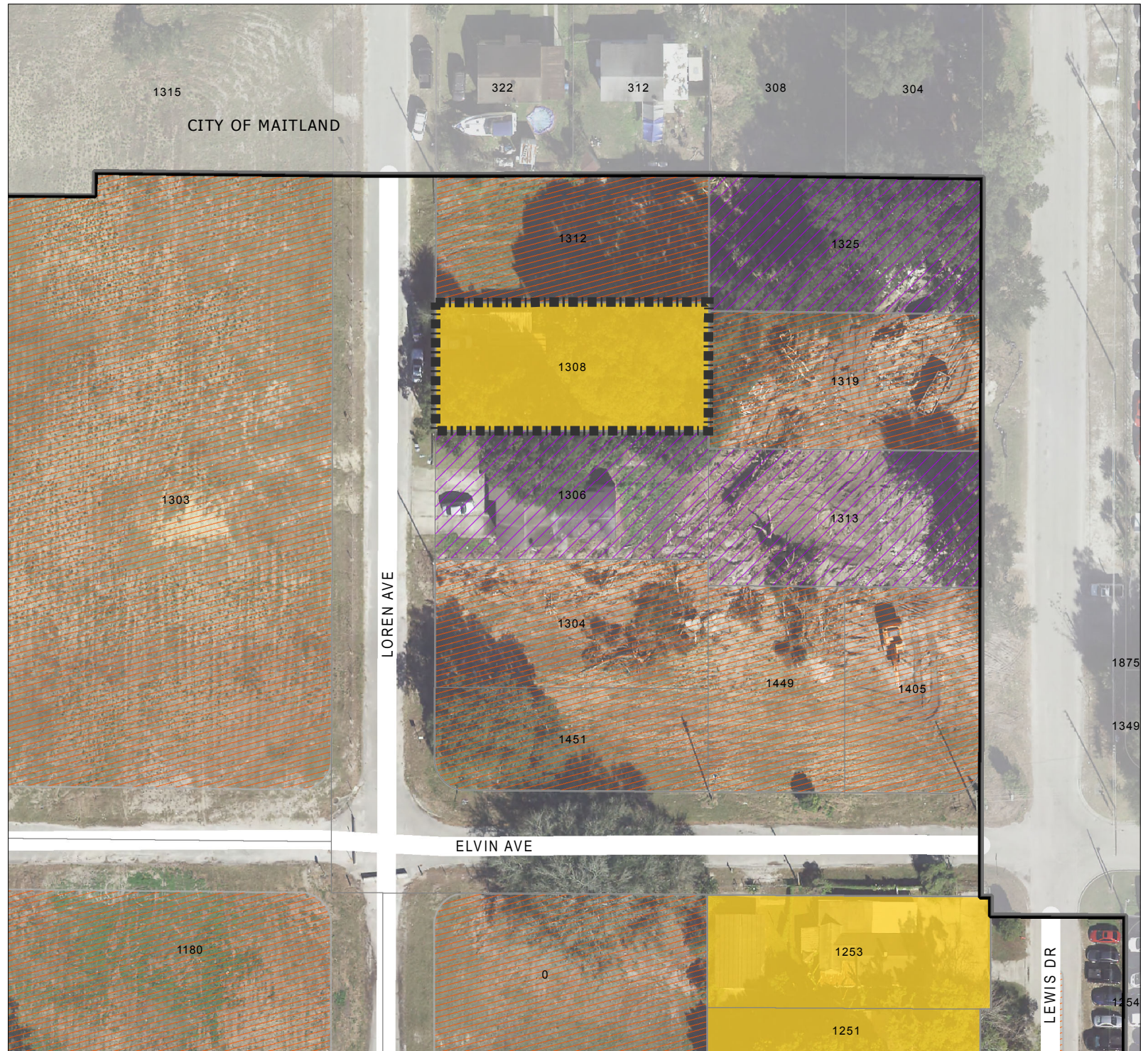
# 1308 LOREN AVENUE Zoning Map

City of Winter Park  
Florida

## LEGEND

### Zoning

- OC PD
- PD-2
- R-2







# city commission agenda item

item type	Public Hearings	meeting date	11/12/2018
prepared by	Finance	approved by	City Manager
board approval	no final vote		
strategic objective	Fiscal Stewardship		

## **subject**

Ordinance - Refunding Electric Refunding Revenue Bonds, Series 2009A, 2009B and reimbursing refunding of the 2005A bonds (1)

## **motion / recommendation**

Approve proposed ordinance authorizing the issuance of not to exceed \$25,500,000 of Electric Refunding Revenue Bonds, Series 2019 for the purpose of refunding the Electric Refunding Revenue Bonds, Series 2009A, 2009B and reimbursing the refunding of the 2005A bonds.

## **background**

The Electric Refunding Revenue Bonds, Series 2009A and 2009B have a call date of October 1, 2019 and cannot be refunded using tax exempt debt until we are within 90 days of that date. To take advantage of lower interest rates available now and minimize the risk of rising interest rates, the City's financial advisor, Public Financial Management (PFM), is soliciting proposals for bank loans on a forward starting basis. The forward starting basis would require proposing banks to commit now to the interest rate they would require to underwrite the refunding of the 2009A and 2009B series bonds next year.

In addition, the City has \$955,000 of the Electric Revenue Bonds, Series 2005A outstanding. These are auction rate bonds for which interest rates are based on 175% of one month LIBOR. This ordinance provides for the refunding of these bonds with cash now and reimbursing that cash next year with the release of the Debt Service Reserve Fund required by the Series 2009A and 2009B bonds.

Preliminarily, PFM believes the refunding will achieve net present value savings of \$2.2M or 8.1% of the refunded debt. This is well above the 5% minimum target in the City's debt management policy for advance refunding debt.

## **alternatives / other considerations**

The City could wait until within the 90 day window of the October 1, 2019 call date on the bonds and pursue a current refunding at that time. If interest rates were to stay the same, savings would be greater using this approach. However, to the extent interest rates rise, the savings would decrease.

Locking in a competitively bid rate now takes the risk of rising interest rates off the table.

### **fiscal impact**

Preliminarily, PFM estimates the City would save an average of \$270,000 on annual debt service through the 2035 maturity date of the bond.

#### ATTACHMENTS:

Description	Upload Date	Type
Ordinance - Refunding Electric Refunding Revenue Bonds, Series 2009A and 2009B and reimbursing refunding of the 2005A bonds	11/5/2018	Cover Memo

**ORDINANCE NO. \_\_\_\_\_-18**

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS NOT TO EXCEED \$25,500,000 ELECTRIC REFUNDING REVENUE BONDS, SERIES 2019 IN ORDER TO REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING ELECTRIC REFUNDING REVENUE BONDS, SERIES 2009A AND SERIES 2009B; PROVIDING AUTHORIZATION FOR THIS ORDINANCE; PROVIDING FINDINGS; PROVIDING FOR THE PAYMENT OF SUCH BONDS FROM THE NET REVENUES DERIVED FROM THE ELECTRIC SYSTEM OF THE CITY; AUTHORIZING THE REFUNDING OF THE CITY'S OUTSTANDING ELECTRIC REVENUE BONDS, SERIES 2005A FROM NET REVENUES OF THE ELECTRIC SYSTEM OF THE CITY; PROVIDING A DECLARATION OF INTENT TO REIMBURSE SUCH REVENUES FROM PROCEEDS OF THE SERIES 2019 BONDS; AND PROVIDING AN EFFECTIVE DATE.

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

**SECTION 1. AUTHORITY.** This ordinance is enacted pursuant to the provisions of Chapter 166, Parts I and II, Florida Statutes; Sections 2.11 and 2.14 of the Charter of the City; Chapter 86, Article III, of the Code of Ordinances of the City of Winter Park, Florida (the "City"); and other applicable provisions of law.

**SECTION 2. FINDINGS.** It is hereby ascertained, determined and declared that:

A. On September 1, 2009, the City issued its Electric Refunding Revenue Bonds, Series 2009A (the "Series 2009A Bonds") and its Electric Refunding Revenue Bonds, Series 2009B (the "Series 2009B Bonds" and together with the Series 2009A Bonds, the "Series 2009 Bonds"), to (i) refund a portion of the City's outstanding Electric Revenue Bonds, Series 2005A (the "Series 2005A Bonds") and outstanding Electric Revenue Bonds, Series 2005B (the "Series 2005B Bonds", and together with the Series 2005A Bonds, the "Series 2005 Bonds"), (ii) refund a portion of the Series 2005 Bonds, (iii) pay the swap termination payments related to the Series 2005 Bonds, and (iv) pay certain expenses related to the issuance and sale of the Series 2009 Bonds.

B. The Series 2009 Bonds were issued pursuant to Ordinance No. 2773-09 and Resolution No. 2031-09, each as amended and supplemented, in an aggregate principal amount of \$28,020,000 of Series 2009A Bonds and \$6,965,000 of Series 2009B Bonds.

C. Based upon the advice of PFM Financial Advisors LLC, Orlando, Florida, the financial advisor to the City (the "Financial Advisor"), it is necessary and desirable to enter into a forward purchase agreement to provide for the issuance bonds to facilitate the current refunding of all or a portion of the outstanding Series 2009 Bonds. Such refunding of the Series 2009 Bonds

will result in a savings with respect to the debt service that would otherwise be attributable to the Series 2009 Bonds.

D. The electric revenue system bonds to be issued to refund the Series 2009 Bonds will be secured by a pledge of the net revenues of the City's electric system.

**SECTION 3. AUTHORIZATION OF BONDS.** The issuance by the City of not exceeding \$25,500,000 Electric Refunding Revenue Bonds, Series 2019 (herein the "2019 Bonds") for the purpose of refunding the Series 2009 Bonds and paying the costs of issuance related thereto; to be dated, to bear interest at a rate or rates not exceeding the maximum legal rate per annum, to be payable, to mature, to be subject to redemption and to have such series designations and other characteristics as shall be provided by subsequent resolution or resolutions of the Commission prior to their delivery; and to be secured by a prior lien upon and pledge of the net revenues derived by the City from its electric system; is hereby authorized. The Commission may adopt a specific bond resolution (including any necessary resolutions supplemental to the bond resolution) supplemental to this ordinance, setting forth the maturities (or a mechanism for determining such maturities on or prior to the sale of the 2019 Bonds) and the fiscal details and other covenants and provisions necessary for the marketing, sale and issuance of the 2019 Bonds. In addition, the bond resolution may authorize various interest rate modes and appropriate agreements for such modes, and may establish special accounts and include provisions for the sole benefit of the holders of the 2019 Bonds, as circumstances dictate, in order to fully protect the rights of the holders of the 2019 Bonds.

The 2019 Bonds, when delivered by the City pursuant to the terms of the specific bond resolution and any resolution supplemental thereto as contemplated hereby shall not constitute general obligations or indebtedness of, or a pledge of the faith, credit or taxing power of, the City or the State of Florida or any agency or political subdivision thereof, but are limited, special obligations of the City, the principal of, premium, if any, and interest on which are payable from the net revenues of the electric system. Neither the City nor the State of Florida, or any agency or political subdivision thereof, will be obligated (i) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property to pay the principal of, premium, if any, or interest on the 2019 Bonds, or other costs incident thereto, or (ii) to pay the same from any funds of the City except from the net revenues of the electric system in the manner provided in the specific bond resolution and any resolution supplemental thereto. The 2019 Bonds do not constitute a lien upon any other property of or in the City.

**SECTION 4. AUTHORIZATION TO REFUND SERIES 2005A BONDS AND DECLARATION OF INTENT TO REIMBURSE.** The refunding of all of the outstanding Series 2005A Bonds from excess net revenues of the electric system is hereby authorized. The City intends to reimburse itself for all such amounts used to refund the Series 2005A Bonds from the proceeds of the Series 2019 Bonds. The City hereby declares its official intent to reimburse itself from the proceeds of the Series 2019 Bonds for amounts used to refund the Series 2005A Bonds within 60 days prior to the date of this Ordinance and subsequent to the date of this Ordinance. This Ordinance is intended as a declaration of official intent under Treasury Regulation Section 1.150-2. The portion of debt to be issued to refund the Series 2005A Bonds is expected not to exceed an aggregate principal amount of \$\_\_\_\_\_ of proceeds of the Series 2019 Bonds. The Mayor, City Manager, Director of Electric Utilities and Finance



Director of the City, or any of them and such other officers and employees of the City as may be designated by the Mayor are authorized and empowered, collectively and individually, to take all action and steps and to execute all instruments, documents and contracts on behalf of the City that are necessary to carry out the purposes of this Ordinance.

**SECTION 5. GENERAL AUTHORITY.** The Mayor, City Manager, Director of Electric Utilities and Finance Director of the City, or any of them and such other officers and employees of the City as may be designated by the Mayor are hereby authorized, pending adoption of the above resolutions, to do all things and to take any and all actions on behalf of the City, without further action by the Commission, to provide for the redemption of the 2009 Bonds and the outstanding 2005A Bonds; to furnish disclosures, representations, certifications and confirmations concerning the City; and to execute and deliver any forward purchase agreements or bank commitments regarding the 2019 Bonds, and all other documents and instruments deemed appropriate by any of such officers, the approval of the City and all corporate power and authority for such actions to be conclusively evidenced by the execution and delivery thereof by any of such officers.

**SECTION 6. REPEAL OF INCONSISTENT PROVISIONS.** All ordinances, resolutions or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 7. EFFECTIVE DATE.** This ordinance shall take effect immediately upon its final passage and adoption.

**ADOPTED** after reading by title at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, Florida, on this \_\_\_\_th day of November 2018.

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Steve Leary, Mayor

**ATTEST:**

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Cynthia S. Bonham, City Clerk

ORL 299839965v1