



city commission agenda

July 8, 2019
3:30 PM
Commission
Chambers

mayor & commissioners

seat 1
Gregory Seidel

seat 2
Sarah Sprinkel

Mayor
Steve Leary

seat 3
Carolyn Cooper

seat 4
Todd Weaver

welcome

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

meeting procedures

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

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

*times are projected and
subject to change

agenda

1. Meeting Called to Order

2. Invocation

Rabbi David Kay, Congregation Ohev Shalom

Pledge of Allegiance

3. Approval of Agenda

4. Mayor's Report

5. City Manager's Report

a. City Manager's Report

5 minutes

- b. Presentation of the Proposed FY 2020 Budget** 30 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 June 24, 2019.** 1 minute

- b. Approve the following formal solicitations:** 1 minute

1. Anixter; Electric Supply of Tampa; Gresco Utility Supply; Wesco Distribution: IFB-16-2019 – Purchase & Delivery of Conduit/Pipe; Not to exceed \$525,000.

- c. Approve the following piggyback agreements:** 1 minute

1. Airgas USA: Extension of City of Melbourne contract #03-053-0-2016/KS – Liquid Oxygen; Not to exceed \$152,000.

- d. Approve the following contract items:** 1 minute

1. Allcrete: Amendment to renew RFP-13-2017 – Continuing Concrete Services; Not to exceed \$425,000.
2. Dix.Hite + Partners: Amendment to renew RFQ-14-2017 – Continuing Contract for Professional Landscape Architectural Services; As-needed basis.
3. Kimley-Horn & Associates: Amendment to renew RFQ-15-2017 – Continuing Contract for Professional Roadway Design Services – and incorporate a 4% increase to all rates under the contract; As-needed basis.
4. Hanson Professional Services: Amendment to renew RFQ-16-2017 – Continuing Contract for Professional Green Planning & Engineering Services; As-needed basis.
5. JMD Global Developers: Amendment to renew IFB-22-2017 – Brick Installation Services – and incorporate a 4% increase to all rates under the contract; Not to exceed \$150,000.
6. DRMP: Amendment to renew RFQ-20-2018 – Continuing Contract for Professional Survey Consulting Services; As-needed basis.

10. Action Items Requiring Discussion

11. Public Hearings

- a. **Ordinance - Refunding Water and Sewer Refunding and Improvement Revenue Bond, Series 2010 (2)** 5 minutes
- b. **Resolution - Refunding the Water and Sewer Refunding and Improvement Revenue Bond, Series 2010** 5 minutes
- c. **Ordinance - Easement Relocation, 807 Maryland Avenue (2)** 10 minutes
 - 1. Agreement Regarding Vacation and Relocation of Easement
 - 2. Vacation Ordinance
- d. **Request of V3 Capital Group LLC:** 30 minutes
 - Ordinance - To amend the "Comprehensive Plan" Future Land Use map to change from Medium Density Residential to an Office Future Land Use designation on the properties at 1419 and 1421 Trovillion Avenue. (2)
 - Ordinance - To amend the official Zoning map to change from Medium Density Multi-Family Residential (R-3) district zoning to Office (O-2) district zoning on the properties at 1419 and 1421 Trovillion Avenue. (2)
- e. **Request of Glen Haven Cemetery: THIS ITEM IS DELAYED UNTIL THE JULY 22 MEETING.**

12. City Commission Reports

Appeals and Assistance

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

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



city commission **agenda item**

| | | | |
|---------------------|------------|--------------|----------|
| item type | Invocation | meeting date | 7/8/2019 |
| prepared by | City Clerk | approved by | |
| board approval | final vote | | |
| strategic objective | | | |

subject

Rabbi David Kay, Congregation Ohev Shalom

motion / recommendation

background

alternatives / other considerations

fiscal impact



city commission **agenda item**

| | | | |
|---------------------|-----------------------|--------------|----------|
| item type | City Manager's Report | meeting date | 7/8/2019 |
| 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

7/2/2019

Type

Cover Memo



city commission city manager's report

| item type | meeting date |
|-----------|--------------|
|-----------|--------------|

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

7/8/19 meeting

| issue | update |
|--|---|
| Quiet zones | Railroad street crossing safety improvements construction started February 11 and is expected to be complete by August 2019. Quiet Zones implementation is expected by end of 2019. |
| Seminole County Ditch Drainage Improvement | The hydraulic model has been updated. Seminole County is reviewing the improvement alternatives and will provide the City feedback regarding participation and phasing over a 5 year capital improvement plan. |
| Electric undergrounding | <u>Miles of Undergrounding performed</u> Orwin Manor: Complete. Project G: 4.03 miles 80% complete. TOTAL so far for FY 2019: 3.5 miles |
| Fairbanks transmission | Construction on Fairbanks, west of Orlando Ave., is underway. |
| Canopy Project | Project currently in Construction Drawings (CD's) phase. CD's scheduled to be complete in October. Design team returns to town to work with staff the week of July 22nd. |
| Orange Avenue Overlay | The Orange Avenue Overlay Steering Committee held its third meeting on Wednesday, June 26th. The Committee discussed goals and then had a panel discussion with small business and property owners from the Orange Avenue area. The next Steering Committee will be held on July 10 th at 5:30 PM in the Commission Chambers. |
| Old Library Site Task Force | The Task Force has been narrowing down potential uses by meeting with stakeholder groups and considering site constraints. The Task Force has commented that retail, restaurant, or event use are difficult options for the site given parking constraints and proximity to neighbors. The Task Force has also invited stakeholder groups to attend meetings and answer questions. This included the Library staff, the Parks Department, and Rollins College. The Historical Association is scheduled to attend July 17. Staff has been asked to look into various options including civic uses such as alternatives for City Hall, partnerships for incubator or co-work space, flex space for non-profit partners, and others. |

| | |
|---|--|
| Charter Review Advisory Committee | The committee will normally meet the Tuesdays following the Monday Commission meetings from 6:00-8:00 p.m. The next meetings are scheduled for July 9 and July 23 at 6:00 p.m. Meetings are subject to change or cancellation if there is not a quorum. Agendas will be posted on the website. |
|---|--|

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 | City Manager's Report | meeting date | 7/8/2019 |
| prepared by | City Manager | approved by | |
| board approval | final vote | | |
| strategic objective | Exceptional Quality of Life, Fiscal Stewardship | | |

subject

Presentation of the Proposed FY 2020 Budget

motion / recommendation

background

Budget document will be provided later this week.

alternatives / other considerations

fiscal impact



city commission **agenda item**

| | | | |
|---------------------|----------------|--------------|----------|
| item type | Consent Agenda | meeting date | 7/8/2019 |
| prepared by | City Clerk | approved by | |
| board approval | final vote | | |
| strategic objective | | | |

subject

Approve the minutes of June 24, 2019.

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

Description

Minutes

Upload Date

7/1/2019

Type

Cover Memo

REGULAR MEETING OF THE CITY COMMISSION
JUNE 24, 2019

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. Souraya Ghalayini, Leaders Preparatory School Teacher, provided the invocation, followed by the Pledge of Allegiance.

Members present:

Mayor Steve Leary
Commissioner Greg Seidel
Commissioner Sarah Sprinkel
Commissioner Carolyn Cooper
Commissioner Todd Weaver

Also Present:

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

Approval of agenda

Motion made by Commissioner Sprinkel to approve the agenda; seconded by Commissioner Seidel and carried unanimously with a 5-0 vote.

Mayor's Report

- a. Presentation by Florida League of Cities Legislative Advocate to Mayor Steve Leary for 2019 Home Rule Hero Award

Jeff Branch, Florida League of Cities presented Mayor Leary with the 2019 Home Rule Hero Award. He mentioned that Commissioner Cooper and Building Director George Wiggins had already received their award.

- b. Appointment of voting delegate for the Florida League of Cities Annual Business Meeting

Motion made by Commissioner Cooper to appoint Mayor Leary; seconded by Commissioner Seidel and carried unanimously with a 5-0 vote.

City Manager's Report

Presentation – Arts & Culture Alliance

Communications Director Clarissa Howard introduced Betsy Gwinn, Executive Director Bach Festival Society of Winter Park and Ena Heller, Cornell Fine Arts Museum who provided a presentation regarding the Arts & Culture Alliance.

City Manager Knight reminded the Commission that a CRA work session is scheduled for July 8 at 2:30 and that staff is finalizing the budget to be presented at that meeting. Commissioner Cooper inquired about the costs associated with the new

library regarding personnel and maintenance. City Manager Knight responded that he will provide those costs. He added that the tree information will be provided at the July 22 meeting. Commissioner Cooper spoke about the Old Library Reuse Task Force meetings and recommended others to attend and provide input as to how to make it sustainable. Commissioner Sprinkel spoke about this coming before them in the future. Mayor Leary commented that the task force is working independently of the Commission and he is interested in seeing their report.

City Attorney's Report

Attorney Ardaman spoke about a lawsuit filed by the League of Cities along with Ft. Walton Beach, Port Orange and Naples against the law passed in 2017 – small cell providers. He spoke about the adoption of a strict ordinance in Winter Park regarding that to maximize the City's control in City rights-of-way. He stated if it makes sense for the Commission to be a part of the lawsuit he will bring it back for discussion.

Non-Action Items

a. Discussion regarding electric vehicle charging infrastructure ordinance

Assistant Building Director Kris Stenger provided a presentation regarding the background of Electric Vehicles (EV's), the benefits, and the draft EV ordinance that he provided. He summarized the various boards and their support of the proposed ordinance. Discussion ensued regarding the ordinance and concerns associated with residential requirements in the ordinance. After questions were answered, there was a consensus to bring this back with the Commission's concerns addressed for a first reading and discussion. Mayor Leary suggested that staff meet with Commissioners individually to obtain feedback before this comes back to them.

Consent Agenda

- a. Approve the minutes of June 10, 2019.
- b. Approve the following contract:
 1. SGM Engineering; Calvin, Giordano & Associates: RFQ-9-2019 – Continuing Contract for Professional MEP Engineering Services; As-needed basis.
- c. Approve the following piggyback agreements:
 1. Musco Sports Lighting: Clay County RFP #18/19-2 – Various Equipment & Amenities for Parks & Playgrounds; Not to exceed \$200,000 per year (3-year initial term).
 2. Rep Services: Clay County RFP #18/19-2 – Various Equipment & Amenities for Parks & Playgrounds; Not to exceed \$75,000 per year (3-year initial term).
 3. CDW-G: Increase allowable spend under existing piggyback of Sourcewell contract #100614-CDW for the procurement of

Technology Solutions with Related Equipment & Supplies; Not to exceed \$1,334,108.

4. Electric Supply of Tampa: Extension of Gainesville Regional Utilities contract #2015-002-A – Wire & Cable; Not to exceed \$600,000.

Motion made by Commissioner Seidel to approve the Consent Agenda; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote. There were no public comments made.

Action Items Requiring Discussion

- a. Discussion on allowing alcoholic beverage licenses in hair/nail salons and spas

Planning Manager Jeff Briggs provided Section 58-84, Alcoholic Beverage Licenses for discussion and summarized the code. The Topsy Salon, 110 S. Orlando Avenue brought this forward who asked that they be allowed to have a license to serve wine and beer at their salon. Mr. Briggs summarized the difference between sale and consumption of alcohol and spoke about this being impossible to police and control. He stated the Planning and Zoning Board was not in favor of changing the code.

Topsy Salon owner spoke about their other locations that were approved for liquor licenses and asked that they be allowed to have a liquor license in Winter Park.

Attorney Ardaman commented that the state has pre-empted the licensing and the City has the right to deal with the location of businesses and the sale of alcohol as long as the City keeps it in the realm of the zoning arena. He stated the state will not approve a liquor license unless the City zoning will sign off of it.

Motion made by Commissioner Cooper to approve staff's recommendation for denial; seconded by Commissioner Sprinkel. Upon a roll call vote, the motion carried unanimously with a 5-0 vote.

- b. Sale of 2600 Lee Road property

City Manager Knight addressed the contract and the offer made for purchase of the former Club Harem site for \$950,000. Staff's recommendation is to move forward with the purchase.

Commissioner Cooper spoke about property values increasing and wanted to hold out for a better offer.

Discussion ensued as to what the doctors who want to purchase the property want to do with the property and the amount of time the City has owned this property.

City Manager Knight explained the appraisal was under \$800,000 when they bought it and the City has spent more for it because of cleaning up illegal activities and reducing the amount of City resources because of policing the activities.

There were no public comments made. The applicant was not present.

Mr. Briggs addressed the billboard on the site that will be going away that is an asset going away in July 2020.

City real estate broker (CBRE) Bobby Palta stated this is a fair price for the property and that they are wanting to close in 90 days or less.

Motion made by Commissioner Sprinkel to approve the sale, seconded by Commissioner Seidel and carried with a 4-1 vote with Commissioner Cooper voting no.

Public Hearings:

- a. Request of Villa Tuscany Holdings LLC for: Subdivision approval to divide the property at 1298 Howell Branch Road on Lake Temple, zoned R-3, into four lakefront lots, to be developed as single family lots

Planner Allison McGillis presented the request and staff's recommendation for approval. Ms. McGillis answered questions regarding the building elevations and the notice provided to the neighbors.

The gentleman representing the property owners, addressed the prior approval to have four single family lots and after speaking with home designers they noticed it would be beneficial to change the lot line (between 3 and 4) in order to design a home that is more conducive to the lifestyle and living in Florida. He answered questions regarding the prior approval and why their request has changed.

Motion made by Commissioner Seidel to approve the request, seconded by Commissioner Sprinkel.

The following spoke in opposition:
Barry Render, 2630 Via Tuscany
Nancy Freeman, 1055 Tuscany Place

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

PUBLIC COMMENTS (ITEMS NOT THE AGENDA)

Linda Eriksson, 535 N. Interlachen Avenue, spoke against the neon signage on Park Avenue. Planning Manager Briggs stated that they do not prohibit neon signs and that they are asking the business owner to reorient the sign. There was a consensus for staff to bring back amended code to address the signs and their size.

Recess

A recess was taken from 5:10 to 5:25 p.m.

b. Request of V3 Capital Group LLC:

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP TO CHANGE FROM A MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE DESIGNATION TO AN OFFICE FUTURE LAND USE DESIGNATION ON THE PROPERTIES AT 1419 AND 1421 TROVILLION AVENUE, MORE PARTICULARLY DESCRIBED HEREIN PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. First Reading

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AMENDING THE "OFFICIAL ZONING MAP" TO CHANGE FROM MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL (R-3) TO OFFICE (O-1) DISTRICT ZONING ON THE PROPERTIES AT 1419 AND 1421 TROVILLION AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. FIRST READING

Conditional use approval to construct a new, two-story, 25,000 square foot office building on the combined properties at 1424 and 1428 Gay Road and 1419 and 1421 Trovillion Avenue

Attorney Ardaman read the ordinances by title.

Commissioner Seidel disclosed conversations with the applicant and neighbors. Commissioner Cooper disclosed conversations with the developer and residents of the Gay Road area and City staff. Commissioner Weaver disclosed conversations with neighbors and staff. Commissioner Sprinkel and Mayor Leary did not have conversations with anyone prior to this.

Planning Manager Jeff Briggs explained the prior request that was tabled and the options of what could be built if this request is not approved. He summarized the changes made to the plans to address Commission and citizen concerns as follows:

1. Elimination of the cut-thru traffic. The prior site plan allowed traffic to drive thru the parking lot creating a cut-thru route between Gay Road and Trovillion Avenue. This was a major objection from the neighbors. The new site plan closes that cut-thru and eliminates the

driveway onto Trovillion Avenue. Instead, there is a decorative six foot wall with landscaping in front along Trovillion Avenue. The project will also add a sidewalk along Trovillion Avenue and street trees.

2. Creation of a pedestrian/bike path. The new site plan shows a sidewalk easement for pedestrians and bikes to interconnect Gay and Trovillion so that neighbors can more easily access between the two streets.
3. Adding more setback on Gay Road. The building setback on Gay Road has been increased from 10 feet to 20 feet along Gay Road which provides more space for landscape plantings and separation from the sidewalk.
4. Reduction in building size. The building was reduced in size from 30,000 square feet to 25,000 square feet. This is a 17% reduction in building size and a reduction in 50 vehicle trips per day and 15 parking spaces.

Applicant Trey Vick provided a presentation supporting his request and the effort put forth to resolve concerns of the residents and Commission.

Commissioner Weaver provided a presentation showing Fawsett Road at Kings Way and flooding, stormwater projects, and flooding at the Killarney Bay Condos. Mayor Leary asked that his comments be focused on the issue before them. Mayor Leary clarified that there is no stormwater treatment on the property being discussed this evening, and that stormwater treatment will be part of the redevelopment that will be an improvement. Mr. Briggs clarified that the applicant has provided all that staff requires for preliminary and final approval.

Motion made by Commissioner Seidel to accept the two ordinances on first reading and approve the conditional use request for discussion, seconded by Commissioner Sprinkel.

The following spoke in favor of the request:

Ken Pozek, Keller Williams, read into the record a letter from the property owner.
Adrienne Altomari, 1500 Gay Road (with one exception of the pedestrian/Bikepath)
Donald Gaudette, Jr. 1060 Bonita Drive

The following spoke against the request:

Mar Jean Olson, 1415 Trovillion Avenue
Carriellen 'Terri' Godsell, 750 Killarney Bay Court
Rosemarie Seaman, Ultimate Fitness, 2265 Lee Road
Odalia Sandy Canfield, 585 Lake Front Boulevard
Doug White, 595 Lakefront Boulevard
Nancy Ponting, 570 Killarney Bay Court

David Robold, 612 Country Club Drive asked about the light at Bennett and Executive Drive alignment that would make the residents more comfortable with the traffic issue. Planning Director Bronce Stephenson commented that a light is warranted at that intersection with Lee Road and should be there by the end of the year.

Discussion ensued regarding final plans for the intersection and when they will be ready. Commissioner Weaver wanted the City to consider doing a stormwater project on Executive, Gay and possibly Trovillion before they get into a large development that will channel water into the streets and development. Mr. Stephenson reminded the Commission that the Killarney Bay original development from 1985 put the stormwater to go through the swales and be held on the property.

Commissioner Sprinkel asked for a response for the people asking that the property be built as a park. Mayor Leary spoke about MLK Park being close by and that this would probably not be acceptable to the property owner. Mr. Vick commented about asking the Winter Park Land Trust who did not have an interest in buying the property for a park. Mr. Vick stated their site is not going to drain into the Killarney Bay Condos storm system. He also addressed other concerns of the residents including setbacks. The ex-filtration system was also addressed.

Commissioner Cooper spoke about her approval of this request because it will have less negative impact on the community and the pervious space they are presenting is more equivalent to what they would get with R-3 and any other office property.

Commissioner Weaver spoke about his concern with water quality in the lakes and did not believe the streets were ready for development. He wanted the City to take more time to work out the stormwater issues before allowing this development.

Commissioner Seidel spoke about this issue being difficult to make a decision on and wanted to see the bike path move forward. He asked if they could make an exit only on Trovillion so when they are leaving at the end of the day they are not going out to Gay Road. Commissioner Sprinkel spoke about Trovillion and that the residents at the end were adamant about not keeping that open.

Mayor Leary suggested going forward with the walkway, he did not believe the drainage concerns with Killarney Bay are related to this property and that the retention being provided by the applicant will alleviate any concerns for their project, and traffic will be concentrated at certain times of the day but none on the weekends. He believed this to be the best project instead of the density of a possible condominium project or townhomes.

Commissioner Cooper listed conditions that she wanted to make sure were part of the application. These included:

Condition #3: Include the addition of shade trees along Trovillion Avenue Frontage.
Condition #4: Include the requirement that the applicant construct a lighted 5 foot pedestrian walkway landscaped with live oak, magnolia and sweet viburnum connecting Gay and Trovillion. The western edge to be lined with a capped masonry wall.

Add new Condition #6. That the dumpster be relocated to not align with the adjacent single family home to the southwest. Mr. Vick will assure the dumpster is not by the single family home.

Add new Condition #7 Developer to be responsible to maintain both sides of the proposed wall.

Add new Condition #8: All representations made in the Kimley Horn Letter to the City of Winter Park, dated June 07, 2019, Re: Gay Road Office Complex are agreed to be conditions of this approval.

Also include: continue to use the islands as shown in the current plan.

The applicant agreed to the above.

Upon a roll call vote on the comprehensive plan ordinance on first reading, Mayor Leary and Commissioners Seidel, Sprinkel and Cooper voted yes. Commissioner Weaver voted no. The motion carried with a 4-1 vote.

Upon a roll call vote on the zoning ordinance on first reading, Mayor Leary and Commissioners Seidel, Sprinkel and Cooper voted yes. Commissioner Weaver voted no. The motion carried with a 4-1 vote.

Upon a roll call vote on the conditional use request, Mayor Leary and Commissioners Seidel, Sprinkel and Cooper voted yes. Commissioner Weaver voted no. The motion carried with a 4-1 vote.

- c. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS NOT TO EXCEED \$15,000,000 WATER AND SEWER REFUNDING REVENUE BOND, SERIES 2020 IN ORDER TO REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING WATER AND SEWER REFUNDING AND IMPROVEMENT REVENUE BOND, SERIES 2010; PROVIDING AUTHORIZATION FOR THIS ORDINANCE; PROVIDING FINDINGS; PROVIDING FOR THE PAYMENT OF SUCH BONDS FROM THE NET REVENUES DERIVED FROM THE WATER AND SEWER SYSTEM OF THE CITY; AND PROVIDING AN EFFECTIVE DATE. First Reading

Attorney Ardaman read the ordinance by title.

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

- d. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, VACATING AND TERMINATING A PORTION OF THE DITCH RIGHT OF WAY DEPICTED ON THE PLAT OF TROTTER'S REPLAT, AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK "J", PAGE 58, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA THAT ENCUMBERS THE PROPERTY IDENTIFIED AS ORANGE PROPERTY APPRAISER PARCEL #07-22-30-

8760-00-172 PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE.
First Reading

Attorney Ardaman read the ordinance by title. Public Works Director Troy Attaway addressed the drainage right-a-way doing through the property with a house built over the pipe. He spoke about Mr. Bryan purchasing the parcel and that he wants to build another house so the City wants to vacate the existing drainage right-a-way and construct and develop a new easement along the property line.

Motion made by Commissioner Sprinkel to approve the agreement; seconded by Commissioner Sprinkel. There were no public comments made. **Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weaver voted yes. The motion carried unanimously with a 5-0 vote.**

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

City Commission Reports:

Commissioner Seidel – Attended the Winter Park's Fourth Annual Juneteenth Celebration where they rededicated Richard Hall's statue at the Heritage Center. Mentioned conversations with Sally Flynn and Charley Williams regarding where he stands regarding the library.

Commissioner Sprinkel – Attended the Chief Judge's Retirement. She asked for a consensus to look for a city that has a road like Aloma Avenue that was successful in making it more walkable. Mentioned how hard it is to drive around town because of the yard and construction trucks and concerns with people working in the streets possibly being hurt by vehicles going by. She asked if there is anything we can do to control that.

Commissioner Cooper – Spoke about stormwater and concerns on our streets and asked where staff sees stormwater challenges and what the costs would be to remedy this. She wanted to have a plan and to budget funds. There was a consensus to look at what it takes to address the stormwater issues. Spoke about being on the Florida League of Cities Board and asked Commissioners to attend the conference in Orlando. Spoke about the Park Avenue neon sign issue that she is happy the City is addressing.

Commissioner Weaver – Spoke about attending City Board meetings and his concerns with no longer having an experienced full time lakes manager. Mayor Leary asked

that he discuss this with the City Manager. Commissioner Cooper wanted to discuss succession planning sometime in the future.

Mayor Leary – Attended a Juneteenth event at the Community Center. He also attended the airport driving of the ceremonial red spike for the connection of the train from Miami to Orlando.

The meeting adjourned at 8:03 p.m.

Mayor Steve Leary

ATTEST:

City Clerk Cynthia S. Bonham, MMC



city commission agenda item

| | | | |
|---------------------|--------------------|--------------|----------|
| item type | Consent Agenda | meeting date | 7/8/2019 |
| prepared by | Purchasing | approved by | |
| board approval | final vote | | |
| strategic objective | Fiscal Stewardship | | |

subject

Approve the following formal solicitations:

1. Anixter; Electric Supply of Tampa; Gresco Utility Supply; Wesco Distribution: IFB-16-2019 – Purchase & Delivery of Conduit/Pipe; Not to exceed \$525,000.

motion / recommendation

Commission approve item as presented.

background

A formal solicitation were issued to award this contract.

alternatives / other considerations

N/A

fiscal impact

Total expenditure under the initial contract term not to exceed \$525,000 or approved budgeted amount.

ATTACHMENTS:

Description

Formal Solicitations

Upload Date

7/1/2019

Type

Cover Memo



city commission agenda item

| | | | |
|---------------------------------------|--|--------------|--|
| item type | Formal Solicitations | meeting date | July 8, 2019 |
| 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 |

Formal Solicitations

| | vendor(s) | item background | fiscal impact | motion recommendation |
|----|--|---|---|--|
| 1. | Anixter; Electric Supply of Tampa; Gresco Utility Supply; Wesco Distribution | IFB-16-2019 – Purchase & Delivery of Conduit/Pipe | Total expenditure under the initial contract term not to exceed \$525,000 or approved budgeted amount. | Commission approve the award and authorize the Mayor to execute the contract. |



city commission agenda item

| | | | |
|---------------------|--------------------|--------------|----------|
| item type | Consent Agenda | meeting date | 7/8/2019 |
| prepared by | Purchasing | approved by | |
| board approval | final vote | | |
| strategic objective | Fiscal Stewardship | | |

subject

Approve the following piggyback agreements:

1. Airgas USA: Extension of City of Melbourne contract #03-053-0-2016/KS – Liquid Oxygen; Not to exceed \$152,000.

motion / recommendation

Commission approve item as presented.

background

A formal solicitation was issued by the originating agency to award this contract.

alternatives / other considerations

N/A

fiscal impact

Item 1: Total expenditure under the contract term not to exceed \$152,000 or approved budgeted amount.

ATTACHMENTS:

Description

Piggyback Agreements

Upload Date

7/1/2019

Type

Cover Memo



city commission agenda item

| | | | |
|---------------------------------------|--|--------------|--|
| item type | Piggyback Agreements | meeting date | July 8, 2019 |
| 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 |

Piggyback Agreements

| | vendor(s) | item background | fiscal impact | motion recommendation |
|----|------------|---|--|--|
| 1. | Airgas USA | Extension of City of Melbourne contract #03-053-0-2016/KS – Liquid Oxygen | Total expenditure under the contract term not to exceed \$152,000 or approved budgeted amount. | Commission approve the extension and authorize the Mayor to execute. |



city commission **agenda item**

| | | | |
|---------------------|--------------------|--------------|----------|
| item type | Consent Agenda | meeting date | 7/8/2019 |
| prepared by | Purchasing | approved by | |
| board approval | final vote | | |
| strategic objective | Fiscal Stewardship | | |

subject

Approve the following contract items:

1. Allcrete: Amendment to renew RFP-13-2017 – Continuing Concrete Services; Not to exceed \$425,000.
2. Dix.Hite + Partners: Amendment to renew RFQ-14-2017 – Continuing Contract for Professional Landscape Architectural Services; As-needed basis.
3. Kimley-Horn & Associates: Amendment to renew RFQ-15-2017 – Continuing Contract for Professional Roadway Design Services – and incorporate a 4% increase to all rates under the contract; As-needed basis.
4. Hanson Professional Services: Amendment to renew RFQ-16-2017 – Continuing Contract for Professional Green Planning & Engineering Services; As-needed basis.
5. JMD Global Developers: Amendment to renew IFB-22-2017 – Brick Installation Services – and incorporate a 4% increase to all rates under the contract; Not to exceed \$150,000.
6. DRMP: Amendment to renew RFQ-20-2018 – Continuing Contract for Professional Survey Consulting Services; As-needed basis.

motion / recommendation

Commission approve items as presented.

background

Formal solicitations were issued to award these contracts.

alternatives / other considerations

N/A

fiscal impact

Item 1: Total expenditure under the contract term not to exceed \$425,000 or approved budgeted amount.

Items 2-4: Services to be utilized on an as-needed basis. Total expenditures under the contract terms not to exceed approved budgeted amount.

Item 5: Total expenditure under the contract term not to exceed \$150,000 or approved budgeted amount.

Item 6: Services to be utilized on an as-needed basis. Total expenditure under the contract term not to exceed approved budgeted amount.

ATTACHMENTS:

Description

Upload Date

Type

Contracts

7/1/2019

Cover Memo



city commission agenda item

| | | | |
|---------------------------------------|--|--------------|--|
| item type | Contracts | meeting date | July 8, 2019 |
| 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 | |

Contracts

| | vendor(s) | item background | fiscal impact | motion recommendation |
|----|------------------------------|---|--|--|
| 1. | Allcrete | Amendment to renew RFP-13-2017 – Continuing Concrete Services | Total expenditure under the contract term not to exceed \$425,000 or approved budgeted amount. | Commission approve the amendment and authorize the Mayor to execute. |
| 2. | Dix.Hite + Partners | Amendment to renew RFQ-14-2017 – Continuing Contract for Professional Landscape Architectural Services | Services to be utilized on an as-needed basis. Total expenditure under the contract term not to exceed approved budgeted amount. | Commission approve the amendment and authorize the Mayor to execute. |
| 3. | Kimley-Horn & Associates | Amendment to renew RFQ-15-2017 – Continuing Contract for Professional Roadway Design Services – and incorporate a 4% increase to all rates under the contract | Services to be utilized on an as-needed basis. Total expenditure under the contract term not to exceed approved budgeted amount. | Commission approve the amendment and authorize the Mayor to execute. |
| 4. | Hanson Professional Services | Amendment to renew RFQ-16-2017 – Continuing Contract for Professional Green Planning & Engineering Services | Services to be utilized on an as-needed basis. Total expenditure under the contract term not to exceed approved budgeted amount. | Commission approve the amendment and authorize the Mayor to execute. |
| 5. | JMD Global Developers | Amendment to renew IFB-22-2017 – Brick Installation Services – and incorporate a 4% increase to all rates under the contract | Total expenditure under the contract term not to exceed \$150,000 or approved budgeted amount. | Commission approve the amendment and authorize the Mayor to execute. |
| 6. | DRMP | Amendment to renew RFQ-20-2018 – Continuing Contract for Professional Survey Consulting Services | Services to be utilized on an as-needed basis. Total expenditure under the contract term not to exceed approved budgeted amount. | Commission approve the amendment and authorize the Mayor to execute. |



city commission agenda item

| | | | |
|---------------------|--------------------|--------------|-----------------------------|
| item type | Public Hearings | meeting date | 7/8/2019 |
| prepared by | Finance | approved by | City Manager, City Attorney |
| board approval | N/A final vote | | |
| strategic objective | Fiscal Stewardship | | |

subject

Ordinance - Refunding Water and Sewer Refunding and Improvement Revenue Bond, Series 2010 (2)

motion / recommendation

Approve proposed ordinance authorizing the issuance of not to exceed \$15,000,000 of Water and Sewer Refunding Revenue Bond, Series 2020 for the purpose of refunding the Water and Sewer Refunding and Improvement Revenue Bond, Series 2010.

background

The Water and Sewer Refunding and Improvement Revenue Bond, Series 2010 can be refunded at par beginning December 22, 2020. The interest rate on this bond began at 4.08% but was increased to 4.96% as a result of the decrease in the corporate income tax rate that occurred in 2018.

To take advantage of the current low interest rate market, the City's financial advisor, Public Financial Management (PFM), reached out to several financial institutions with a track history of providing cost effective forward delivery direct placements. Four responses were received, the most favorable of which was from SunTrust. SunTrust committed to refunding the 2010 bond in December 2020 at 2.29%. See attached memo from PFM for further detail.

alternatives / other considerations

The City could wait until December 2020 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

PFM estimates the City can achieve net present value savings of approximately \$1.9 million or over 13% of the refunded bonds par amount. Annual savings on debt service will be approximately \$220,000 through the final maturity of 2030. The City's debt policy requires minimum savings of 3% for a current refunding and 5% for an advance refunding. The proposed financing will function like an advance refunding except the deal will not close until December 2020. Savings do not begin until that time but we are locking in the rate now.

ATTACHMENTS:

| Description | Upload Date | Type |
|---------------------------------------|--------------------|-------------|
| Water and Sewer Refunding Ordinance | 6/14/2019 | Cover Memo |
| Financial Advisor Recommendation Memo | 6/14/2019 | Cover Memo |

ORDINANCE NO. _____ -19

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS NOT TO EXCEED \$15,000,000 WATER AND SEWER REFUNDING REVENUE BOND, SERIES 2020 IN ORDER TO REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING WATER AND SEWER REFUNDING AND IMPROVEMENT REVENUE BOND, SERIES 2010; PROVIDING AUTHORIZATION FOR THIS ORDINANCE; PROVIDING FINDINGS; PROVIDING FOR THE PAYMENT OF SUCH BONDS FROM THE NET REVENUES DERIVED FROM THE WATER AND SEWER SYSTEM OF THE CITY; 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; Chapter 159, Part I, Florida Statutes; Chapter 86, Article III, of the Code of Ordinances of the City of Winter Park, Florida (the "City"); Section 16T of Resolution No. 1878-04 (the "Original Resolution") of the City Commission (the "Commission") 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 December 22, 2010, the City issued its Water and Sewer Refunding and Improvement Revenue Bond, Series 2010 (the "Series 2010 Bond") to (i) finance the cost of the acquisition and/or construction of certain improvements to the water and sewer system of the City; (ii) refund all of the City's outstanding Water and Sewer Revenue Bonds, Series 2004; and (iii) pay certain expenses related to the issuance and sale of the Series 2010 Bond.

B. The Series 2010 Bond was issued pursuant to Ordinance No. 2830-10 and Resolution No. 2071-10, each as amended and supplemented, in an aggregate principal amount of \$16,500,000.

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 of bonds to facilitate the current refunding of all or a portion of the outstanding Series 2010 Bond. Such refunding of the Series 2010 Bond will result in a savings with respect to the debt service that would otherwise be attributable to the Series 2010 Bond.

D. The water and sewer revenue bonds to be issued to refund the Series 2010 Bond will be secured by a pledge of the net revenues of the City's water and sewer system.

E. The City will be able to comply with the provisions of Section 16T of the Original Resolution prior to the issuance of the Series 2020 Bond, in order that it may be issued as an additional parity bond under the Original Resolution.

SECTION 3. AUTHORIZATION OF BOND. The issuance by the City of not exceeding \$15,000,000 Water and Sewer Refunding Revenue Bond, Series 2020 (herein the "Series 2020 Bond") for the purpose of refunding the Series 2010 Bond 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 water and sewer system, on a parity with the lien thereon in favor of the holders of the outstanding Water and Sewer Refunding Revenue Bonds, Series 2011, and the outstanding Water and Sewer Refunding Revenue Bonds, Series 2017, 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 Series 2020 Bond) and the fiscal details and other covenants and provisions necessary for the marketing, sale and issuance of the Series 2020 Bond. 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 Series 2020 Bond, as circumstances dictate, in order to fully protect the rights of the holders of the Series 2020 Bond. In the case of any inconsistency between the provisions of the Original Resolution and such bond resolution provisions for the Series 2020 Bond, the provisions of the bond resolution shall control.

The Series 2020 Bond, 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 a general obligation 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 is a limited, special obligation of the City, the principal of, premium, if any, and interest on which are payable from the net revenues of the water and sewer 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 Series 2020 Bond, or other costs incident thereto, or (ii) to pay the same from any funds of the City except from the net revenues of the water and sewer system and possibly certain non-ad valorem revenues of the City in the manner provided in the specific bond resolution and any resolution supplemental thereto. The Series 2020 Bond does not constitute a lien upon any other property of or in the City.

SECTION 4. GENERAL AUTHORITY. The Mayor, City Manager, Assistant City Manager, Utilities Manager for the water and sewer system 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 Series 2010 Bond; to furnish disclosures, representations, certifications and confirmations concerning the City; and to execute and deliver any forward delivery bond purchase agreements or bank commitments regarding the Series 2020 Bond, 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 5. 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 6. 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 8th day of July 2019.

Steve Leary, Mayor

ATTEST:

Cynthia S. Bonham, City Clerk



June 14, 2019

Recommendation Memorandum

To: Wes Hamil, Finance Director -- City of Winter Park, Florida
From: Jay Glover, Managing Director – PFM Financial Advisors LLC
Re: Water and Sewer Refunding Revenue Bond, Series 2020 (Forward Delivery Bank Term Loan)

As financial advisor to the City of Winter Park (the “City”), PFM Financial Advisors LLC (“PFM”) continually monitors the City’s outstanding debt portfolio for refunding opportunities that could lower the City’s overall debt service payments. One such opportunity relates to the City’s outstanding Water and Sewer Refunding and Improvement Revenue Bond, Series 2010 (the “2010 Bond” or the “Refunded Bond”). Under current tax law provisions, the 2010 Bond cannot be refunded until the initial call date of December 22, 2020. However, due to the attractive level of current interest rates, the City can benefit from locking in a fixed rate for the refunding based on today’s market conditions and eliminate the risk of rising interest rates. In order to do so, PFM recommended that the City request indications of interest to procure a lender that would provide for the issuance of a Water and Sewer Refunding Revenue Bond, Series 2020 (the “2020 Bond”) in the form of a forward delivery direct placement. Given the reduced cost of issuance, desire to implement in an expedited manner and recent aggressive bids for similar transactions, a forward delivery direct placement is expected to be an efficient and cost effective method of financing.

PFM contacted a group of financial institutions that had a demonstrated track history of being able to provide cost effective forward delivery direct placements. Provided below is a list of the financial institutions that responded and their proposed interest rates:

- Capital One Public Funding: 2.92%
- JP Morgan Chase: 2.80%
- STI Institutional & Government (SunTrust): 2.29%
- TD Bank: 2.43%

Based on PFM’s review and discussions with City staff and Bond Counsel, it was determined that SunTrust provides the City the best combination of interest rate and terms/conditions. SunTrust provides for a forward delivery direct placement refunding in which the City, following Commission approval, would enter into a forward delivery agreement to be executed on or about July 9, 2019 for a final closing by December 22, 2020. By proceeding with SunTrust as the provider of the forward delivery direct placement, PFM estimates that the City can achieve net present value debt service savings



of approximately \$1.9 million or over 13% of the Refunded Bonds par amount. This equates to approximately \$220,000 on annual basis through the final maturity of 2030.

We anticipate bringing the 1st Reading of the Bond Ordinance to the City Commission for consideration at the June 24 meeting with the Bond Ordinance and Resolution being brought for approval at the July 8 meeting. If you have any questions please feel free to contact me at 407-406-5760 or gloverj@pfm.com.



city commission agenda item

| | | | |
|---------------------|--------------------|--------------|-----------------------------|
| item type | Public Hearings | meeting date | 7/8/2019 |
| prepared by | Finance | approved by | City Manager, City Attorney |
| board approval | N/A final vote | | |
| strategic objective | Fiscal Stewardship | | |

subject

Resolution - Refunding the Water and Sewer Refunding and Improvement Revenue Bond, Series 2010

motion / recommendation

Approve proposed resolution authorizing the issuance of up to \$15,000,000 of Water and Sewer Refunding Revenue Bond, Series 2020 for the purpose of refunding the Water and Sewer Refunding and Improvement Revenue Bond, Series 2010.

background

The Water and Sewer Refunding and Improvement Revenue Bond, Series 2010 cannot be refunded until the initial call date of December 22, 2020. The City's financial advisory, Public Financial Management (PFM), advised the City that market rates were currently extraordinarily low and it could be a good time for the City to lock in a low rate now via a forward delivery direct placement to refund the 2010 bond next year.

PFM reached out to several financial institutions for proposals for a forward delivery direct placement and five institutions responded. The lowest rate quote was 2.29% from SunTrust. At this rate, the net present value savings of this transaction would be \$1,995,556 or 13.83% of the refunded 2010 bond.

alternatives / other considerations

Wait until December 2020 or later to refund the 2010 bond in the hopes interest rates stay the same or decline.

fiscal impact

Annual debt service savings of approximately \$225,000 through the 2030 maturity of the bond.

ATTACHMENTS:

Description

Resolution - Refunding the Water and Sewer Refunding and Improvement Revenue Bond, Series 2010

Upload Date

7/1/2019

Type

Cover Memo

RESOLUTION NO. 2221-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, SUPPLEMENTING ORDINANCE NO. 3144-19 OF THE CITY WHICH AUTHORIZED THE REFUNDING OF THE OUTSTANDING WATER AND SEWER REFUNDING AND IMPROVEMENT REVENUE BOND, SERIES 2010, OF THE CITY; PROVIDING FOR THE ISSUANCE OF THE CITY'S NOT EXCEEDING \$15,000,000 WATER AND SEWER REFUNDING REVENUE BOND, SERIES 2020 TO BE APPLIED TO FINANCE THE COST THEREOF; AND PROVIDING FOR THE PAYMENT OF SUCH BOND FROM THE NET REVENUES DERIVED FROM THE WATER AND SEWER SYSTEM OF THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AUTHORIZING A NEGOTIATED SALE OF SUCH BOND AND THE EXECUTION OF A FORWARD DELIVERY BOND PURCHASE AGREEMENT RELATING THERETO; AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE I

AUTHORITY, DEFINITIONS AND FINDINGS

SECTION 1.01 AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 166, Parts I and II, and Chapter 159, Part I, Florida Statutes; Chapter 86, Article III, of the Code of Ordinances of the City of Winter Park, Florida; Section 16T of Resolution No. 1878-04 (the "Original Resolution"); Ordinance No. 3144-19 (the "Bond Ordinance"); and other applicable provisions of law; and is supplemental to the Bond Ordinance.

SECTION 1.02 DEFINITIONS. Unless the context otherwise requires, the terms defined in this Section shall have the meanings specified in this Section. Terms not otherwise defined in this Section shall have the meanings specified in the Original Resolution. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Additional Parity Bonds" shall mean additional bonds, notes or other obligations issued in compliance with the terms, conditions and limitations contained in the Original Resolution which have an equal lien on the Net Revenues.

"Bond" or "Bonds" shall mean the Series 2020 Bond, together with all Outstanding Parity Bonds and any Additional Parity Bonds hereafter issued in compliance with the terms, conditions and limitations contained in the Original Resolution.

"Bond Ordinance" shall mean Ordinance No. 3144-19 of the Issuer.

"Bond Registrar" shall mean the City Clerk of the Issuer, who shall maintain the registration books of the Issuer and be responsible for the transfer and exchange of the Series 2020 Bond, and who shall also be the paying agent for the Series 2020 Bond.

"Bond Year" shall mean the annual period ending on a Series 2020 Bond principal maturity date or Amortization Installment due date.

"Business Day" shall mean any day other than a Saturday, Sunday or day on which banking institutions within the State of Florida are authorized or required by law to remain closed.

"City Manager" shall mean the City Manager of the Issuer or, in his absence, the Assistant City Manager of the Issuer.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Commission" shall mean the City Commission of the City of Winter Park, Florida.

"Cost of Operation and Maintenance" of the System shall mean the current expenses, paid or accrued, of operation, maintenance and repair of the System, as calculated in accordance with generally accepted accounting principles, but shall not include any reserves for renewals and replacements, extraordinary repairs, any allowance for renewals, replacements and depreciation, or any transfers to the General Fund of the Issuer.

"Default Rate" shall mean the lesser of (i) 18% per annum and (ii) the maximum lawful rate.

"Event of Default" shall mean the occurrence and continuance of one or more of the following events:

(a) payment of the principal of any Bond is not made when the same shall become due and payable; or

(b) payment of any installment of interest on any Bond is not made when the same shall become due and payable; or

(c) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Original Resolution, the Series 2020 Bond or this Resolution and such default shall continue for thirty (30) days from the earlier of (a) after written notice shall have been received by the Issuer from the Bondholder specifying such default and requiring the same to be remedied or (b) when notice was required to be given by the Issuer pursuant to Section 2.03 hereof; provided, however, that if, in the reasonable judgment of the Bondholder, the Issuer shall proceed to

take such curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of thirty (30) days, then such period shall, upon the written consent of the Bondholder, be increased to such extent as shall be necessary to enable the Issuer to diligently complete such curative action; provided further, however, that in no event shall the cure period exceed sixty (60) days; or

(d) any representation or warranty made in writing by or on behalf of the Issuer in the Original Resolution, this Resolution or the Series 2020 Bond shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(e) the Issuer admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, declares a financial emergency or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof or the involuntary appointment of a receiver or trustee for the Issuer, where such event continues for at least sixty (60) days undismissed or undischarged.

"Event of Taxability" means the occurrence after the date hereof of a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on all or a portion of any Bond is or was includable in the gross income of a Purchaser for Federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the Issuer has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity at the Issuer's own expense to contest the same, either directly or in the name of any Purchaser, and until the conclusion of any appellate review, if sought. An Event of Taxability does not include and is not triggered by a change in law by Congress that causes the interest to be includable under Purchaser's gross income. For all purposes the of this definition, the effective date of any Event of Taxability will be the first date as of which interest is deemed includable in the gross income of the registered owner of the Bonds.

"Financial Advisor" shall mean PFM Financial Advisors LLC, its successors and assigns, or such other entity then serving as financial advisor to the Issuer.

"Forward Delivery Bond Purchase Agreement" shall mean the Forward Delivery Bond Purchase Agreement related to the sale and forward delivery of the Series 2020 Bond to be executed by the Issuer and the Purchaser following the adoption of this Resolution.

"Gross Revenues" or "Revenues" shall mean all income or earnings, including any income from the investment of funds, but excluding connection fees or charges (including, but not limited to, impact fees and the earnings thereon), derived by the Issuer from the operation of the System.

"Holder" or "Bondholder" or any similar term shall mean the owner of any such Series 2020 Bond as shown on the registration books of the Issuer maintained by the Bond Registrar.

"Interest Rate" shall mean a per annum rate equal to 2.29%, prior to the occurrence of an Event of Taxability, and after an Event of Taxability shall mean the Taxable Rate.

Notwithstanding the foregoing, however, after, and during the continuance of, an Event of Default, "Interest Rate" shall mean the Default Rate.

"Issuer" shall mean the City of Winter Park, Florida.

"Net Revenues" of the System shall mean the Revenues or Gross Revenues, after deduction of the Cost of Operation and Maintenance.

"Original Resolution" shall mean Resolution No. 1878-04 duly adopted by the Commission on August 9, 2004.

"Outstanding Parity Bonds" shall mean, upon issuance of the Series 2020 Bond, the outstanding Water and Sewer Refunding Revenue Bonds, Series 2011, and the outstanding Water and Sewer Refunding Revenue Bonds, Series 2017, of the Issuer, payable from and secured by a prior lien upon and pledge of the Net Revenues on a parity with the Series 2020 Bond.

"Purchaser" shall mean STI Institutional & Government, Inc., and its successors and assigns.

"Record Date" shall mean the 15th day of the month immediately preceding any interest payment date for the Series 2020 Bond.

"Refunded Bond" shall mean all of the outstanding Series 2010 Bond due as of the Refunded Bond Redemption Date.

"Refunded Bond Redemption Date" shall mean December 23, 2020.

"Refunding" shall mean the current refunding of the Refunded Bond on the Refunded Bond Redemption Date.

"Reserve Account Requirement" shall mean \$0.00.

"Series 2010 Bond" shall mean the City's Water and Sewer Refunding and Improvement Revenue Bond, Series 2010.

"Series 2020 Bond" shall mean, the Water and Sewer Refunding Revenue Bond, Series 2020, herein authorized to be issued.

"System" shall mean the consolidated water and sewer system of the Issuer, and any and all improvements, extensions and additions thereto hereafter constructed or acquired.

"Taxable Period" shall mean the period of time between (a) the date that interest on the Series 2020 Bond is deemed to be includable in the gross income of the owner thereof for federal income tax purposes as a result of an Event of Taxability, and (b) the date of the Event of Taxability and after which the Series 2020 Bond bears interest at the Taxable Rate.

"Taxable Rate" shall mean the interest rate per annum that shall provide the Purchaser with the same after-tax yield that the Purchaser would have otherwise received had the Event of

Taxability not occurred, taking into account the increased taxable income of the Purchaser as a result of such Event of Taxability. The Purchaser shall provide the Issuer with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the Issuer.

SECTION 1.03 FINDINGS. It is hereby ascertained, determined and declared that:

A. The Issuer owns, operates and maintains the System and derives and will continue to derive Net Revenues from rates, fees, rentals and other charges made and collected for the services of and with respect to the System. Such Net Revenues are not now pledged or encumbered in any manner except to the payment from such Net Revenues of the Outstanding Parity Bonds.

B. The Refunded Bond may be optionally prepaid without premium on or after December 23, 2020. To take advantage of current lower interest rates and to eliminate the risk of rising interest rates, the Financial Advisor has advised the proposed forward delivery structure. It is necessary and desirable to implement the Refunding for the reasons stated herein and in the Bond Ordinance.

C. The funds needed for the Refunding shall be derived from the sale of the Series 2020 Bond herein authorized, and, if necessary, other legally available funds of the Issuer.

D. Section 16T of the Original Resolution provides for the issuance of Additional Parity Bonds under the terms, limitations and conditions provided therein. The Issuer will comply with such terms, limitations and conditions, on or prior to the date of delivery of the Series 2020 Bond, and is, therefore, legally entitled to issue the Series 2020 Bond as an Additional Parity Bond within the authorization contained in the Original Resolution.

E. The Series 2020 Bond shall be payable on a parity and rank equally as to lien on and source and security for payment from the Net Revenues with the Outstanding Parity Bonds.

F. The principal of and interest on the Series 2020 Bond and all required sinking fund, reserve and other payments shall be payable solely from the Net Revenues as provided herein and in the Original Resolution. Neither the Issuer nor the State of Florida or any political subdivision thereof or governmental authority or body therein shall ever be required to levy ad valorem taxes to pay the principal of and interest on the Series 2020 Bond or to make any of the sinking fund, reserve or other payments required by this Resolution, the Original Resolution or the Series 2020 Bond; and the Series 2020 Bond shall not constitute a lien upon any other property owned by or situated within the corporate territory of the Issuer.

G. The estimated Net Revenues will be sufficient to pay all principal of and interest on the Series 2020 Bond and the Outstanding Parity Bonds, as the same become due, and to make all sinking fund, reserve or other payments required by this Resolution and the Original Resolution.

H. Concurrently with the execution of the Forward Delivery Bond Purchase Agreement, the Purchaser will provide the Issuer with a disclosure statement containing disclosure and truth-in-bonding statements as required by Section 218.385, Florida Statutes.

I. Because of the characteristics of the Series 2020 Bond, prevailing and anticipated market conditions, the delayed delivery of the Series 2020 Bond following the execution of the Forward Delivery Bond Purchase Agreement and savings to be realized from the advanced forward sale of the Series 2020 Bond, and taking into account the advice of the Financial Advisor, it is in the best interest of the Issuer to accept the offer of the Purchaser to purchase the Series 2020 Bond, at a negotiated sale upon the terms and conditions outlined herein, as determined by the City Manager in accordance with the terms hereof.

J. The Purchaser has represented that it will offer to purchase the Series 2020 Bond at the price of par, at the interest rates per annum and upon the remaining terms to be contained in the Forward Delivery Bond Purchase Agreement.

K. It is necessary and desirable at this time to delegate to the City Manager, the authority to fix the remaining fiscal details for the Series 2020 Bond and to execute the Forward Delivery Bond Purchase Agreement.

SECTION 1.04 RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Series 2020 Bond authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution (including the Bond Ordinance and applicable provisions of the Original Resolution) shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Holders of such Series 2020 Bond, all of which shall be of equal rank and without preference, priority or distinction of any of the Series 2020 Bond over any other thereof, except as expressly provided therein and herein.

ARTICLE II

REFUNDING AND DESCRIPTION, DETAILS AND FORM OF BOND

SECTION 2.01 REFUNDING. The Refunding has been authorized by the Bond Ordinance. The cost of the Refunding may include, but need not be limited to, legal and financing expenses; expenses for estimates of costs and of revenues; the fees of fiscal agents, financial advisors or consultants; and such other costs and expenses as may be necessary or incidental to the financing herein authorized.

SECTION 2.02 AUTHORIZATION OF BOND. Subject to the provisions of this Resolution and the Original Resolution, the Bond Ordinance has authorized the issuance of an obligation of the Issuer to be known as "Water and Sewer Refunding Revenue Bond, Series 2020," herein sometimes referred to as the "Series 2020 Bond," in the principal amount of not exceeding \$15,000,000.

SECTION 2.03 DESCRIPTION OF BOND. The Series 2020 Bond shall be dated, shall be issued in denominations of \$100,000, plus integral multiples of \$1 in excess thereof, shall bear interest at the Interest Rate, payable at such times, and shall mature in such years and amounts; all as shall be set forth in the Series 2020 Bond. Interest on the Series 2020 Bond shall be calculated on the basis of a 360-day year of twelve 30-day months.

In any case in which interest is due or the maturity date of the Series 2020 Bond or the date fixed for the redemption of the Series 2020 Bond shall be other than a Business Day, then payment of interest, principal or redemption price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

Except as otherwise provided herein, upon the occurrence of an Event of Taxability and for as long as the Series 2020 Bond remains outstanding, the Interest Rate on the Series 2020 Bond shall be converted to the Taxable Rate and this adjustment shall survive payment on this Series 2020 Bond until such time as the federal statute of limitations under which the interest on the Series 2020 Bond could be declared taxable under the Code shall have expired. In addition, upon an Event of Taxability, the Issuer shall, immediately upon demand, pay to the Purchaser (or prior holders, if applicable) (i) an additional amount equal to the difference between (A) the amount of interest actually paid on the Series 2020 Bond during the Taxable Period and (B) the amount of interest that would have been paid during the Taxable Period had the Series 2020 Bond borne interest at the Taxable Rate, and (ii) an amount equal to any interest, penalties and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Purchaser as a result of the Event of Taxability (the "Additional Amount").

The Holder shall promptly notify the Issuer in writing of any adjustments pursuant hereto. Such adjustments shall become effective as of the effective date of the event causing such adjustment. Adjustments pursuant hereto may be retroactive. The Holder shall provide to the Issuer in writing the Additional Amount, if any, due to such Holder as a result of an adjustment pursuant hereto. Notwithstanding any provision hereto the contrary, in no event shall the interest rate on the Series 2020 Bond exceed the maximum rate permitted by law.

The Series 2020 Bond shall be issued in fully registered form without coupons; shall be issued as a current interest paying Series 2020 Bond; shall be payable in lawful money of the United States of America; and shall bear interest from its date, payable by direct debit of an account maintained by Issuer with SunTrust Bank or other direct electronic payment to the Bondholder acceptable to the Issuer and Holder.

The Series 2020 Bond shall be issued in certificated form and registered in the name of the Purchaser.

The Series 2020 Bond may only be transferred, in whole or in part, to an "accredited investor" within the meaning of Rule 501 of the Securities Act of 1933, as amended (the "Securities Act") or a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act and shall bear a legend to such effect at the top of the first page thereof.

Notwithstanding the foregoing, the Holder, in its sole discretion, shall have the right to assign all or a portion of the Series 2020 Bond to an affiliate of the Holder.

The Issuer shall within five (5) days after it acquires knowledge thereof, notify the Holder in writing at its notice address upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Holder, with such written notice, a detailed statement by a responsible officer of the Issuer of all relevant facts and the action being taken or proposed to be taken by the Issuer with respect thereto. Regardless of the date of receipt of such notice by the Holder, such date shall not in any way modify the date of occurrence of the actual Event of Default.

SECTION 2.04 EXECUTION OF BONDS. The Series 2020 Bond shall be executed in the name of the Issuer by its Mayor or Vice Mayor (collectively, the "Mayor"), and the corporate seal of the Issuer or a facsimile thereof shall be affixed thereto or reproduced thereon and attested by its City Clerk or Deputy City Clerk (collectively, the "City Clerk"). The authorized signatures for the Mayor and City Clerk shall be either manual or in facsimile. The Certificate of Authentication of the Bond Registrar shall appear on the Series 2020 Bond, and no Series 2020 Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless such certificate shall have been duly executed on such Series 2020 Bond. The authorized signature for the Bond Registrar shall be either manual or in facsimile; provided, however, that at least one of the above signatures, including that of the authorized signature for the Bond Registrar, appearing on the Series 2020 Bond shall at all times be a manual signature. In case any one or more of the officers who shall have signed or sealed the Series 2020 Bond shall cease to be such officer of the Issuer before the Series 2020 Bond so signed and sealed shall have been actually sold and delivered, such Series 2020 Bond may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2020 Bond had not ceased to hold such office. The Series 2020 Bond may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Series 2020 Bond shall hold the proper office, although at the date of such Series 2020 Bond such person may not have held such office or may not have been so authorized.

SECTION 2.05 NEGOTIABILITY. The Series 2020 Bond shall be and have all the qualities and incidents of a negotiable instrument under the laws of the State of Florida, and each successive Holder, in accepting any of the Series 2020 Bond, shall be conclusively deemed to have agreed that such Series 2020 Bond shall be and have all of the qualities and incidents of negotiable instruments under the laws of the State of Florida.

SECTION 2.06 REGISTRATION. The Issuer, as Bond Registrar, shall be responsible for maintaining the books for the registration and transfer of the Series 2020 Bond.

Upon surrender to the Bond Registrar for transfer or exchange of any Bond, duly endorsed for transfer or accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the Bondholder or his attorney duly authorized in writing, the Bond Registrar shall deliver in the name of the Bondholder or the transferee or transferees, as the case may be, a new fully registered Series 2020 Bond or Bonds of authorized denominations and of the

same maturity and interest rate and for the aggregate principal amount which the Bondholder is entitled to receive.

Any Series 2020 Bond presented for transfer, exchange, redemption or payment (if so required by the Issuer) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Issuer, duly executed by the Bondholder or by his duly authorized attorney.

The Issuer may require payment from the Bondholder or transferee of a sum sufficient to cover any tax, fee or other governmental charge (other than those imposed by the Issuer) that may be imposed in connection with any exchange or transfer of the Series 2020 Bond. Such charges and expenses shall be paid before any new Series 2020 Bond shall be delivered.

Interest on and principal installments for the Series 2020 Bond shall be paid to the Bondholders whose names appear on the books of the Bond Registrar as of 5:00 p.m. (eastern time) on the Record Date.

A new Series 2020 Bond delivered upon any transfer or exchange shall be a valid obligation of the Issuer, evidencing the same debt as the Series 2020 Bond surrendered, and shall be entitled to benefits hereof to the same extent surrendered, shall be secured by this Resolution and entitled to all of the security as the Series 2020 Bond surrendered.

The Issuer and the Bond Registrar may treat the Holder of the Series 2020 Bond as the absolute owner thereof for all purposes, whether or not such Series 2020 Bond shall be overdue, and shall not be bound by any notice to the contrary.

SECTION 2.07 DISPOSITION OF BONDS PAID OR REPLACED. Whenever any Series 2020 Bond shall be delivered to the Bond Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Series 2020 Bond shall, after cancellation, either be retained by the Bond Registrar for a period of time specified in writing by the Issuer, or at the option of the Issuer, shall be destroyed by the Bond Registrar in accordance with the laws of the State of Florida, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the Issuer.

SECTION 2.08 BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Series 2020 Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer, acting as the Bond Registrar, may in its discretion issue and deliver a new Series 2020 Bond of like tenor as the Series 2020 Bond so mutilated, destroyed, stolen, or lost, in exchange and substitution for such mutilated Series 2020 Bond, upon surrender and cancellation of such mutilated Series 2020 Bond or in lieu of and substitution for the Series 2020 Bond destroyed, stolen or lost, and upon the Bondholder furnishing proof of his ownership and the loss thereof (if lost, stolen or destroyed) and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying (in advance if so required by the Issuer) such taxes, governmental charges, attorneys fees, printing costs, and other expenses as the Issuer may charge and/or incur. Any Series 2020 Bond so surrendered shall be cancelled by the Bond Registrar.

Any such duplicate Series 2020 Bond issued pursuant to this Section shall constitute an original contractual obligation on the part of the Issuer, whether or not the lost, stolen or destroyed

Series 2020 Bond shall be at any time found by anyone; and such duplicate Series 2020 Bond shall be entitled to equal and proportionate benefits and rights as to lien, source and security for payment, pursuant to this Resolution from the funds, as hereinafter pledged, to the same extent as all other Series 2020 Bonds issued under this Resolution.

SECTION 2.09 PROVISIONS FOR PREPAYMENT. The Series 2020 Bond may be pre-paid in whole or in part on any Business Day subject to the terms set forth in the Series 2020 Bond and upon at least two Business Days' prior written notice to the Purchaser specifying the amount of prepayment.

SECTION 2.10 FORM OF SERIES 2020 BOND. The text of the Series 2020 Bond, together with the Certificate of Authentication of the Bond Registrar, shall be substantially of the following tenor, with such omissions, insert ions and variations as may be necessary or desirable and authorized or permitted by this Resolution or any subsequent resolution adopted prior to the issuance thereof; or as may be necessary to comply with applicable laws, rules and regulations of the United States Government and the State of Florida in effect upon the issuance thereof:

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THIS BOND MAY ONLY BE TRANSFERRED, IN WHOLE OR IN PART, TO A HOLDER CERTIFYING THAT SUCH HOLDER IS AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR A "QUALIFIED INSTITUTIONAL BUYER" WITHIN THE MEANING OF RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

No. _____

\$ _____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF ORANGE
CITY OF WINTER PARK
WATER AND SEWER REFUNDING REVENUE BOND, SERIES 2020**

| | | |
|--|---|---|
| <u>RATE OF INTEREST</u> 2.29% (subject to adjustment as provided in the Ordinance) | <u>MATURITY DATE</u> December 1, 2030 | <u>DATE OF ORIGINAL ISSUE</u> December __, 2020 |
|--|---|---|

REGISTERED OWNER: STI INSTITUTIONAL & GOVERNMENT, INC.

KNOW ALL MEN BY THESE PRESENTS, that the City of Winter Park, Florida (the "City"), for value received hereby promises to pay to the Registered Owner designated above, or registered assigns, solely from the special funds hereinafter mentioned, on December 1 in the years and in the principal installments as follows:

| Years | Amounts |
|-------|---------|
| 2021 | |
| 2022 | |
| 2023 | |
| 2024 | |
| 2025 | |
| 2026 | |
| 2027 | |
| 2028 | |
| 2029 | |
| 2030 | |

and to pay solely from such special funds, interest hereon from the date of this bond or from the most recent interest payment date to which interest has been paid, whichever is applicable, until payment of such sum, at the rate per annum set forth above, payable on June 1, 2021, and semiannually thereafter on June 1 and December 1 in each year (or if any such date is not a business day, then on the next business day thereafter), by direct debit of an account maintained by the City at SunTrust Bank or other direct electronic payment to the Bondholder acceptable to the City and

Registered Owner, on the registration books of the City. The principal of, premium, if any, and interest on this bond are payable in lawful money of the United States of America. No presentment shall be required for any payment on this bond except upon final maturity.

This bond is an authorized issue of bonds issued to finance the cost of refunding all of the outstanding Water and Sewer Refunding and Improvement Revenue Bond, Series 2010, of the City, under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Parts I and II, and Chapter 159, Part I, Florida Statutes; Chapter 86, Article III, of the Code of Ordinances of the City; Section 16T of Resolution No. 1878-04; Ordinance No. 3144-19, as supplemented by Resolution No. 2221-19 of the City (collectively, the "Ordinance"); and is subject to all the terms and conditions of such Ordinance. Terms not otherwise defined in this Series 2020 Bond shall have the meanings ascribed to them by the Ordinance.

This bond and the interest hereon are payable solely from and secured by a prior lien upon and pledge of the net revenues derived by the City from the operation of the System (the "Net Revenues"), in the manner and to the extent provided in the Ordinance, on a parity with the Outstanding Parity Bonds, as defined in the Ordinance. This bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation.

It is expressly agreed by the Registered Owner of this bond that such Registered Owner shall never have the right to require or compel the levy of ad valorem taxes for the payment of the principal of and interest on this bond or for the making of any sinking fund or other payment specified in the Ordinance. This bond and the indebtedness evidenced thereby shall not constitute a lien upon any other property of or in the City, but shall constitute a lien only upon the Net Revenues, in the manner and to the extent provided in the Ordinance.

This bond may be transferred only upon the books of the City upon surrender thereof to the City with an assignment duly executed by the Registered Owner or his duly authorized attorney, but only in the manner, subject to the limitations and upon payment of a sum sufficient to cover any tax, fee or governmental charge (other than those of the City), if any, that may be imposed in connection with any such transfer, as provided in the Ordinance. Upon any such transfer, there shall be executed in the name of the transferee, and the City shall deliver, a new registered bond or bonds of authorized denominations and in the same aggregate principal amount, maturity and interest rate as this bond.

In like manner, subject to such conditions and upon the payment of a sum sufficient to cover any tax, fee or governmental charge, if any, that may be imposed in connection with any such exchange, the Registered Owner of any bond or bonds may surrender the same (together with a written instrument of transfer satisfactory to the City duly executed by the Registered Owner or his duly authorized attorney) in exchange for an equal aggregate principal amount of fully registered bonds in authorized denominations and of the same maturity and interest rate as this bond.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this bond exist, have happened and

have been performed in regular and due form and time as required by the Statutes and Constitution of the State of Florida applicable thereto; and that the issuance of this bond and of the issue of bonds of which this bond is one, does not violate any constitutional or statutory limitation.

This bond may be prepaid in whole or in part on any Business Day in accordance with the terms set forth on Schedule A attached hereto.

This bond is and has all the qualities and incidents of a negotiable instrument under the laws of the State of Florida.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the certificate of authentication hereon shall have been executed by the City as Bond Registrar.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the City of Winter Park, Florida, has issued this bond and has caused the same to be executed by its Mayor, and its corporate seal to be impressed, imprinted or otherwise reproduced hereon and attested by its City Clerk, all as of December ___, 2020.

CITY OF WINTER PARK, FLORIDA

(SEAL)

By _____
Mayor

ATTESTED:

By _____
City Clerk

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CERTIFICATE OF AUTHENTICATION OF BOND REGISTRAR

This bond is the bond described in the Ordinance.

CITY OF WINTER PARK, FLORIDA

By _____
Mayor

Date of Authentication: December ___, 2020

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The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in
common

UNIF GIF/TRANS MIN ACT - _____
(Cust.)

TEN ENT - as tenants by
the entireties

Custodian for _____
(Minor)

JT TEN - as joint tenants
with right of
survivorship and
not as tenants
in common

under Uniform Gifts/Transfers
to Minors Act of _____
(State)

Additional abbreviations may also be used though not in list above.

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ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to

_____, (PLEASE INSERT NAME, ADDRESS AND SOCIAL SECURITY OR ASSIGNEE) the within bond and does OTHER IDENTIFYING NUMBER OF hereby irrevocably constitute and appoint _____ as his agent to transfer the bond with full power of on the books kept for registration thereof, substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or change whatever.

Signature guaranteed:

Signature guarantee by guarantor institution participating in Securities Transfer Agents Medallion Program, or in other guarantee program acceptable to Bond Registrar

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SCHEDULE A

Prepayments; Make Whole Premium.

The Series 2020 Bond may be pre-paid in whole or in part on any Business Day subject to the terms hereof and upon at least two Business Days' prior written notice to the Purchaser specifying the amount of prepayment. The City shall, at the time of such prepayment, pay to the Purchaser the interest accrued to the date of prepayment on the principal amount being prepaid plus the Breakage Amount (as hereinafter defined) equal to:

"Breakage Amount" means, with respect to any date of prepayment, an amount (not less than zero) equal to the difference between (x) the sum of the Present Value of each Locked Index Payment that would be due on each Period End Date that occurs after such date of prepayment over (y) the sum of the Present Value of each Replacement Curve Payment that would be due on each Period End Date that occurs after such date of prepayment.

"Calculation Agent" means STI Institutional & Government, Inc. or one of its affiliates designated by the Purchaser.

"Calculation Date" means a date chosen by the Calculation Agent within five (5) business days of the Purchaser's receiving notice of prepayment.

"Day Count Fraction" means 30/360, being the basis on which interest will be computed on the Series 2020 Bond.

"Fixed Rate" means 2.29%, being the interest rate on the Series 2020 Bond. The Fixed Rate equals the sum of the Locked Index Rate and the Spread.

"Interest Accrual Period" means the period of time over which interest accrues on the Series 2020 Bond for any given Principal Outstanding as set forth in Schedule B attached hereto.

"LIBOR" means the London Interbank Offered Rate, or such substitute index determined by the Purchaser in its reasonably discretion.

"Locked Index Payments" means, for each Period End Date that occurs after a date of prepayment, the product of (A) the Principal Outstanding for the Interest Accrual Period ending on that Period End Date, (B) the Locked Index Rate and (C) the Day Count Fraction.

"Locked Index Rate" means 2.19%.

"Period Begin Date" means the first day of each Interest Accrual Period as set forth in Schedule B attached hereto.

"Period End Date" means the last day of each Interest Accrual Period as set forth in Schedule B attached hereto.

"Present Value" means with respect to any Locked Index Payment or Replacement Curve Payment, the discounted value of such Locked Index Payment or Replacement Curve

Payment calculated by the Calculation Agent in good faith using commercially reasonable procedures by reference to the applicable Replacement Curve Rate as the discount rate.

"Principal Outstanding" means the principal amount of the Series 2020 Bond outstanding for any given Interest Accrual Period as set forth in Schedule B attached hereto.

"Replacement Curve Payment" means, for each Period End Date that occurs after a date of prepayment, the product of (A) the Principal Outstanding for the Interest Accrual Period ending on that Period End Date, (B) the applicable Replacement Curve Rate and (C) the Day Count Fraction.

"Replacement Curve Rate" means, for any Interest Accrual Period following a date of prepayment, the product of (x) the Tax-Exempt Factor and (y) the fixed interest rate determined by the Calculation Agent from the bid side of the LIBOR swap yield curve on the Calculation Date with a maturity closest to the Period End Date of such Interest Accrual Period.

"Spread" means 0.10%.

"Tax-Exempt Factor" means 0.81%

The Purchaser shall determine the Breakage Amount hereunder with respect to date of prepayment reasonably and in good faith. The Purchaser's determination in good faith shall be conclusive and binding in the absence of manifest error. Upon written request, the Purchaser will provide to the City the information necessary or desirable to show the computation of the redemption premium. Any partial prepayments shall be applied as determined by the Purchaser in its sole discretion.

Schedule B

Principal Amortization and Interest Payment Schedule

| <i>Period Begin Date</i> | <i>Period End Date</i> | <i>Principal Outstanding</i> | <i>Principal Amortization</i> |
|----------------------------------|--------------------------------|----------------------------------|-----------------------------------|
|----------------------------------|--------------------------------|----------------------------------|-----------------------------------|

ARTICLE III

BOND PROCEEDS; REDEMPTION OF REFUNDED BOND

SECTION 3.01 APPLICATION OF BOND PROCEEDS. Upon the issuance of the Series 2020 Bond, the proceeds, including accrued interest and premium, if any, received from the sale of the Series 2020 Bond shall be applied by the Issuer simultaneously with their delivery to the Purchaser as follows:

A. An amount sufficient to pay the principal of, redemption premium, if any, and interest on the Refunded Bond shall be paid to the holder of the Refunded Bond on the Refunded Bond Redemption Date.

B. To the extent not paid or reimbursed therefor by the original purchaser of the Series 2020 Bond, the Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the Series 2020 Bond.

SECTION 3.02 REDEMPTION OF REFUNDED BOND. The Refunded Bond is hereby called for redemption, as a whole, as of the Refunded Bond Redemption Date, at a price of par plus accrued interest to the Refunded Bond Redemption Date, without premium. The Issuer shall provide notice of the optional prepayment of the Refunded Bond at least seven (7) calendar days prior to the Refunded Bond Redemption Date in accordance with Section 3.02 of Resolution 2071-10 of the Issuer.

ARTICLE IV

ORIGINAL RESOLUTION

SECTION 4.01 APPLICATION OF PROVISIONS OF ORIGINAL RESOLUTION. Subject to the following exception, the Series 2020 Bond shall for all purposes be considered to be an Additional Parity Obligation issued under the authority of the Original Resolution and the Bond Ordinance and shall be entitled to all the protection, security, rights and privileges enjoyed by the Outstanding Parity Bonds; however, there shall be no Reserve Account requirement for the Series 2020 Bond and no Holder of the Series 2020 Bond shall have any right to receive the payment of principal of, prepayment premium or interest on the Series 2020 Bond from the Reserve Account.

The Series 2020 Bond herein authorized shall not be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory limitation of indebtedness or a pledge of the faith, credit or taxing power of the Issuer or the State of Florida or any agency or subdivision thereof, but shall be payable solely from and secured by a prior lien upon and pledge of the Net Revenues on a parity with the Outstanding Parity Bonds, as provided in this Resolution, the Bond Ordinance and the Original Resolution. No Holder of the Series 2020 Bond shall ever have the right to compel the exercise of the ad valorem taxing power of the Issuer or taxation in any form on real property therein for payment of the Series 2020 Bond. The Series 2020 Bond shall not

constitute a lien upon the System or any other property owned by or situated within the corporate territory of the Issuer.

A copy of the annual audit and report required by Section 16H and Section 16P, respectively, of the Original Resolution shall be furnished to the Purchaser within 270 days of the end of the related Fiscal Year. A copy of the annual budget of the Issuer shall be provided to the Purchaser within thirty (30) days of adoption and such other additional information, reports or schedules (financial or otherwise) shall be provided as the Purchaser may reasonably request.

ARTICLE V

REMEDIES, TAX COVENANTS AND SALE

SECTION 5.01 REMEDIES. Upon the occurrence and during the continuance of an Event of Default, the Series 2020 Bond shall bear interest at the Default Rate and all payments made on the Series 2020 Bond during any such period shall be applied first to interest and then to principal. Issuer agrees that the Default Rate payable to Holder is a reasonable estimate of Holder's damages and is not a penalty. Upon the occurrence and during the continuance of an Event of Default, the Holder may proceed to protect and enforce its rights under the laws of the State of Florida or under this Resolution by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Holder shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Holder shall have the right to bring a mandamus action to require the Issuer to perform its obligations under this Resolution, provided, the Holder shall never have the right to compel the exercise of the ad valorem taxing power of the Issuer or the taxation in any form of any property to pay the Series 2020 Bond or the interest thereon.

In the enforcement of any remedy under this Resolution, to the extent permitted by law, a Holder shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming due from the Issuer for principal, interest or otherwise under any of the provisions of this Agreement or of the Series 2020 Bond then unpaid, at the Default Rate, together with any and all costs and expenses of collection and of all proceedings hereunder and under the Series 2020 Bond (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate and bankruptcy proceedings), but payable from only the Net Revenues as provided herein, without prejudice to any other right or remedy of the Holder, and to recover and enforce any judgment or decree against the Issuer, but solely as provided herein and in the Series 2020 Bond, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect (but only from the Net Revenues as provided herein) in any manner provided by law, the moneys adjudged or decreed to be payable.

If any holder of Additional Parity Bonds or Outstanding Parity Bonds under the Original Resolution is provided the remedy of acceleration, the Holders of the Series 2020 Bond shall also automatically be provided such remedy without further action or notice and at the request of the Purchaser, this Resolution shall be amended to so reflect. In addition, in the event that any

Additional Parity Bonds or Outstanding Parity Bonds or subordinated debt, in each case issued under the Original Resolution, are accelerated, the Series 2020 Bond shall also be automatically accelerated without further action or notice.

SECTION 5.02. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to a Holder is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

SECTION 5.03. WAIVERS, ETC. No delay or omission of a Holder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Resolution to a Holder may be exercised from time to time and as often as may be deemed expedient.

A Holder may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Resolution or before the completion of the enforcement of any other remedy under this Resolution, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

SECTION 5.04 TAX EXEMPTION. The Issuer at all times while the Series 2020 Bond and the interest thereon are outstanding will comply with the requirements of the Internal Revenue Code of 1986, as amended, to the extent necessary to preserve the exemption from federal income taxation of the interest on the Series 2020 Bond. The finance director of the Issuer, or his designee, is authorized to make or effect any election, selection, choice, consent, approval or waiver on behalf of the Issuer with respect to the Series 2020 Bond as the Issuer is required to make or give under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or characterization of the Series 2020 Bond or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties thereon, or making payments in lieu thereof, or obviating such amounts or payments, as determined by such officer, or his designee. Any action of such officer, or his designee, in that regard shall be in writing and signed by the officer, or his designee.

SECTION 5.03 SALE AND APPROVAL OF FORWARD DELIVERY BOND PURCHASE AGREEMENT. The sale and forward delivery of the Series 2020 Bond to the Purchaser is hereby approved as set forth in the Forward Delivery Bond Purchase Agreement. Any and all expenses and costs of issuance due at the time of execution of the Forward Delivery Bond Purchase Agreement are hereby authorized to be paid from available funds of the Issuer. The Forward Delivery Bond Purchase Agreement, in substantially the form attached hereto as Exhibit A, is hereby approved for execution with the Purchaser, with such changes, insertions and omissions, and the filling in of blanks and completion of schedules therein, as shall be negotiated and approved by the Mayor or City Manager, in consultation with bond counsel and the Financial Advisor, with the execution and delivery of such agreement by the Mayor or City Manager being

conclusive evidence of the Issuer's approval of any such additions, modifications, completions and deletions.

Concurrently with the execution and issuance of the Forward Delivery Bond Purchase Agreement, the Purchaser will provide the Issuer with a disclosure statement containing disclosure and truth-in-bonding statements as required by Section 218.385, Florida Statutes.

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ARTICLE VI

MISCELLANEOUS PROVISIONS

SECTION 6.01 MODIFICATION OR AMENDMENT. No amendment of this Resolution, Section 16 of the Original Resolution, including defined terms used therein or of any ordinance or resolution amendatory hereof or supplemental hereto may be made without the consent in writing of the Holder; provided, however, that no modification or amendment shall permit a change in the maturity of the Series 2020 Bond or a reduction in the rate of interest thereon, or in the amount of principal obligation thereof, or affect the promise of the Issuer to pay the principal of and interest on the Series 2020 Bond as the same shall become due from the Net Revenues.

SECTION 6.02 SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2020 Bond issued hereunder.

SECTION 6.03 DEFEASANCE. If, at any time, the Issuer shall have paid, or shall have made provision for the payment of, the principal, interest and redemption premiums, if any, with respect to the Series 2020 Bond, or any portion thereof, then, and in that event, the pledge of and lien on the Net Revenues in favor of the applicable Bondholders shall be no longer in effect. For purposes of the preceding sentence, deposit of sufficient cash and/or principal and interest of Federal Securities (the "Escrow Amounts") in irrevocable trust with a banking institution or trust company, for the sole benefit of the applicable Bondholders, to make timely payment of the principal, interest, and redemption premiums, if any, on the Outstanding Series 2020 Bond, shall be considered "provision for payment;" provided, however, that no defeasance shall occur unless (1) a report addressed to the Issuer and the Holder shall be prepared by a firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay the Series 2020 Bond in full on the maturity or redemption date (the "Verification"); provided that such report shall not be necessary in the event that Escrow Amounts are deposited in irrevocable trust with a banking institution or trust company, for the sole benefit of the applicable Bondholders in an amount sufficient without further investment to pay all principal, interest and redemption premiums, if any, on the Outstanding Series 2020 Bond and the Financial Advisor certifies as such to the Issuer; (2) an escrow deposit agreement between the Issuer and the escrow holder shall be executed and delivered; and (3) an opinion addressed to the Issuer and the Holder shall be rendered by nationally recognized bond counsel to the effect that the Series 2020 Bond is no longer Outstanding under this Resolution (the "Defeasance Opinion").

SECTION 6.04 GENERAL AUTHORITY. The Mayor, City Manager, Finance Director and Utilities Manager for the water and sewer system of the Issuer, or any of them, are hereby authorized, in connection with the issuance and sale of the Series 2020 Bond and the

transactions specified in the Series 2020 Bond documents, to do all things and to take any and all actions on behalf of the Issuer; to execute and deliver the Series 2020 Bond documents (including, but not limited to, the Forward Delivery Bond Purchase Agreement); to provide disclosures concerning the Issuer; and to finalize and close the transactions specified in all such agreements or arrangements (including any amendments or modifications thereof), including, without limitation, the execution and delivery of any and all documents and instruments deemed appropriate by any of such officers, and the making of any appropriate statements, representations, certifications and confirmations on behalf of the Issuer, and in their respective capacities as officers thereof, necessary, appropriate or convenient to effectuate and expedite the issuance and delivery of the Series 2020 Bond, the consummation of the transactions specified by the Series 2020 Bond documents, and any and all of the covenants, agreements and conditions of the Issuer; the approval of the Issuer 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 6.05 MEMBERS OF THE CITY COMMISSION EXEMPT FROM PERSONAL LIABILITY. No recourse under or upon any obligation, covenant or agreement of this Resolution, or the Series 2020 Bond or for any claim based thereon or otherwise in respect thereof, shall be had against any Issuer official, officer or employee or any member of the Commission, as such, of the Issuer, past, present or future, either directly or through the Issuer it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, any Issuer official, officer or employee or members of the Commission, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution, or the Series 2020 Bond or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, any Issuer official, officer or employee or member of the Commission, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution and the and the issuance of the Series 2020 Bond, on the part of the Issuer.

SECTION 6.06 USE OF FUNDS FOR REFUNDED BOND. An allocable portion of the money and investments in the funds and accounts established in the proceedings authorizing the issuance of the Refunded Bond may be transferred to one or more of the corresponding funds and accounts established in this Resolution or the Original Resolution for the Series 2020 Bond; or at the option of the Issuer, may be used for payment of the Refunded Bond.

SECTION 6.07 WAIVER OF JURY TRIAL. The Issuer knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of the Original Resolution, this Resolution or the Series 2020 Bond, including any course of conduct, course of dealings, verbal or written statement or actions or omissions of any party which in any way relates to the Series 2020 Bond, the Original Resolution or this Resolution.

SECTION 6.08 APPLICABLE LAW AND VENUE. The Series 2020 Bond shall be governed by applicable federal law and the internal laws of the state of Florida. Unless applicable law provides otherwise, in the event of any legal proceeding arising out of or related to the Series 2020 Bond, the jurisdiction and venue shall be in Orange County, Florida.

SECTION 6.09 REPEAL OF INCONSISTENT PROVISIONS. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION 6.10 EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

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 9th day of July 2019.

CITY OF WINTER PARK, FLORIDA

(SEAL)

By _____
Mayor

ATTESTED:

By _____
City Clerk

EXHIBIT A
FORM OF FORWARD DELIVERY BOND PURCHASE AGREEMENT



June 14, 2019

Recommendation Memorandum

To: Wes Hamil, Finance Director -- City of Winter Park, Florida
From: Jay Glover, Managing Director – PFM Financial Advisors LLC
Re: Water and Sewer Refunding Revenue Bond, Series 2020 (Forward Delivery Bank Term Loan)

As financial advisor to the City of Winter Park (the “City”), PFM Financial Advisors LLC (“PFM”) continually monitors the City’s outstanding debt portfolio for refunding opportunities that could lower the City’s overall debt service payments. One such opportunity relates to the City’s outstanding Water and Sewer Refunding and Improvement Revenue Bond, Series 2010 (the “2010 Bond” or the “Refunded Bond”). Under current tax law provisions, the 2010 Bond cannot be refunded until the initial call date of December 22, 2020. However, due to the attractive level of current interest rates, the City can benefit from locking in a fixed rate for the refunding based on today’s market conditions and eliminate the risk of rising interest rates. In order to do so, PFM recommended that the City request indications of interest to procure a lender that would provide for the issuance of a Water and Sewer Refunding Revenue Bond, Series 2020 (the “2020 Bond”) in the form of a forward delivery direct placement. Given the reduced cost of issuance, desire to implement in an expedited manner and recent aggressive bids for similar transactions, a forward delivery direct placement is expected to be an efficient and cost effective method of financing.

PFM contacted a group of financial institutions that had a demonstrated track history of being able to provide cost effective forward delivery direct placements. Provided below is a list of the financial institutions that responded and their proposed interest rates:

- Bank of America Merrill Lynch: 2.36%
- Capital One Public Funding: 2.92%
- JP Morgan Chase: 2.80%
- STI Institutional & Government (SunTrust): 2.29%
- TD Bank: 2.43%

Based on PFM’s review and discussions with City staff and Bond Counsel, it was determined that SunTrust provides the City the best combination of interest rate and terms/conditions. SunTrust provides for a forward delivery direct placement refunding in which the City, following Commission approval, would enter into a forward delivery agreement to be executed on or about July 9, 2019 for a final closing by December 22, 2020. By proceeding with SunTrust as the provider of the forward delivery direct



placement, PFM estimates that the City can achieve net present value debt service savings of approximately \$1.9 million or over 13% of the Refunded Bonds par amount. This equates to approximately \$220,000 on annual basis through the final maturity of 2030.

We anticipate bringing the 1st Reading of the Bond Ordinance to the City Commission for consideration at the June 24 meeting with the Bond Ordinance and Resolution being brought for approval at the July 8 meeting. If you have any questions please feel free to contact me at 407-406-5760 or gloverj@pfm.com.



city commission agenda item

| | | | |
|---------------------|--|--------------|---------------|
| item type | Public Hearings | meeting date | 7/8/2019 |
| prepared by | Public Works | approved by | City Attorney |
| board approval | N/A final vote | | |
| strategic objective | Intelligent Growth and Development, Investment in Public Assets and Infrastructure | | |

subject

Ordinance - Easement Relocation, 807 Maryland Avenue (2)

1. Agreement Regarding Vacation and Relocation of Easement
2. Vacation Ordinance

motion / recommendation

1. Approve - Agreement Regarding Vacation and Relocation of Easement
2. Approve - Vacation Ordinance (1st Reading)

background

In April 2018 Mr. Paul Bryan purchased this property located at 807 Maryland Avenue in Winter Park. Originally the property was platted in 1924 and included a 10ft wide ditch Right-of-Way located diagonally through the lot. In 1941, a house was built on the property and it is presumed that a pipe was installed and the ditch was filled in order to build it.

For redevelopment of this house to occur, the pipe must be relocated to the north and east property lines and the pipe through the middle of the lot must be removed. This is a request to create a drainage easement along the north and east property lines for the new pipe location and to vacate the portion of the ditch Right-of-Way through the middle of the lot.

This Commission agenda item includes an AGREEMENT REGARDING VACATION AND RELOCATION OF EASEMENT which outlines the Mr. Bryan's and the City's obligations. Under such circumstances in the past where a storm drain exists underneath an existing structure or any other undesired location on private property, it's been in the City's best interest to have it relocated and the City has agreed to share the cost. This agreement also includes EXHIBIT "C" (Vacation Ordinance) and EXHIBIT "D" (New Easement)

alternatives / other considerations

Not approve Request to Vacate

fiscal impact

Cost of materials, storm drainage pipe and two concrete manhole structures, estimated at \$8,600 to be purchased with City's stormwater utility funds.

ATTACHMENTS:

Description

Upload Date

Type

Utility Ltrs, Agreement Vac and Reloc Easement, Ord. New Easement 6/17/2019

Cover Memo

Debbie Wilkerson

From: Paul Bryan <paulfbryan@gmail.com>
Sent: Wednesday, May 29, 2019 1:28 PM
To: Debbie Wilkerson
Cc: Donald Marcotte
Subject: 807 Maryland Avenue (Formerly 461 Huntington Avenue, Winter Park, FL: Draining Easement Relocation

To whom it may concern:

I am requesting that the City of Winter Park abandon the existing drainage easement on the property at 807 Maryland Avenue, due to the fact that is currently located in a diagonal across the property. While the City permitted a house to be built over the easement decades ago, I intend to construct a new house on the property and would like the drainage easement to be relocated for both my benefit and the City's. The proposed new easement location would run within the (north) side yard and (east) front yard set back areas.

I have worked out an agreement in coordination with the City and its attorney to relocate the drainage pipe into the new easement at the time I construct the new house.

Thank you for your assistance in this matter. Please advise if you need any additional information.

Regards,
Paul Bryan

Paul F. Bryan
[Email: paulfbryan@gmail.com](mailto:paulfbryan@gmail.com)
Voice: 321-460-0707

Date: May 17, 2019

Re: 807 Maryland Avenue, Winter Park – RELEASE OF EASMENT

To Whom It May Concern:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 807 Maryland Avenue [formerly 461 Huntington Avenue], in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at email, scanned copy: paulfbryan@gmail.com or USPS: PO Box 2456, Winter Park, FL 32790. If you have any questions, please contact me at paulfbryan@gmail.com or phone, 321-460-0707.

I would appreciate anything you can do to expedite this request. Thank you.

Sincerely,



Name: Paul F. Bryan

Address: PO Box 2456

City, State, Zip Code: Winter Park, FL 32790

_____ **The subject parcel is not within our service area.**

X

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

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

Additional comments: _____

Signature:



Print Name: Jason Riegler

Title:

Assistant Director

Date:

5/29/19

*Water/
Waste Water
City of Winter Park*

CC: City of Winter Park, Attn: Debbie Wilkerson, Don Marcotte

N:\depts.\pworks\COMMON\forms\VacateRequest\inst\UPDATE 3/6/19

Date: May 17, 2019

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I would appreciate anything you can do to expedite this request. Thank you.

Sincerely,


Name: Paul F. Bryan

Address: PO Box 2456

City, State, Zip Code: Winter Park, FL 32790

☐ The subject parcel is not within our service area.

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

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

Additional comments: _____

Signature: 

Print Name: DAVE KENNEDY - Century Link

Title: ENGINEER I

Date: 05/23/2019

CC: City of Winter Park, Attn: Debbie Wilkerson, Don Marcotte

N:\depts.\pworks\COMMON\forms\VacateRequest\inst\UPDATE 3/6/19

Date: May 17, 2019

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Address: PO Box 2456

City, State, Zip Code: Winter Park, FL 32790

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

Additional comments: _____

Signature: _____



Print Name: _____



Title: _____



Date: _____



CC: City of Winter Park, Attn: Debbie Wilkerson, Don Marcotte

N:\depts\pworks\COMMON\forms\VacateRequest\inst\UPDATE 3/6/19

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Address: PO Box 2456

City, State, Zip Code: Winter Park, FL 32790

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

Additional comments: _____

Signature: Michael A. Passarella

Print Name: Michael A. Passarella

Title: Eng. Manager (Electric) Winter Park

Date: May 22, 2019

CC: City of Winter Park, Attn: Debbie Wilkerson, Don Marcotte

N:\depts.\pworks\COMMON\forms\VacateRequest\instUPDATE 3/6/19

From: Olivieri, Lindsay Lindsay.Olivieri@duke-energy.com 
Subject: RE: RELEASE OF EASEMENT FORM - CITY OF WINTER PARK - 807 Maryland Avenue, Winter Park, FL 32789
Date: May 22, 2019 at 12:45 PM
To: Paul Bryan paulfbryan@gmail.com, dave.c.kennedy@centurylink.com



Hello- the City does not need confirmation from Duke and they are aware of this. This is WP territory and we have no say.

Lindsay M. Olivieri

Land Representative

3300 Exchange Place

NP4A, Lake Mary, FL 32746

(407) 942-9657

Lindsay.Olivieri@duke-energy.com

Please consider the environment before printing this e-mail.



From: Paul Bryan [<mailto:paulfbryan@gmail.com>]

Sent: Wednesday, May 22, 2019 12:26 PM

To: Olivieri, Lindsay <Lindsay.Olivieri@duke-energy.com>; dave.c.kennedy@centurylink.com

Subject: Re: RELEASE OF EASEMENT FORM - CITY OF WINTER PARK - 807 Maryland Avenue, Winter Park, FL 32789

***** Exercise caution. This is an EXTERNAL email. DO NOT open attachments or click links from unknown senders or unexpected email. *****

Good morning,

I am following up on my email last week regarding the utility release that the City of Winter Park has requested in regard to my property. I have received all of the releases, except for **Duke Energy** and **Century Link**.

Can you please expedite, so that I can close this out? Please advise if you have any questions. I really appreciate the assistance.

Regards,
Paul Bryan

Paul F. Bryan
[Email: paulfbryan@gmail.com](mailto:paulfbryan@gmail.com)
Voice: 321-460-0707

Date: May 17, 2019

Re: 807 Maryland Avenue, Winter Park – RELEASE OF EASEMENT

To Whom It May Concern:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 807 Maryland Avenue [formerly 461 Huntington Avenue], in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

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I would appreciate anything you can do to expedite this request. Thank you.

Sincerely,

Name: Paul F. Bryan

Address: PO Box 2456

City, State, Zip Code: Winter Park, FL 32790

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

Additional comments: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

CC: City of Winter Park, Attn: Debbie Wilkerson, Don Marcotte

N:\depts.\pworks\COMMON\forms\VacateRequest\instUPDATE 3/6/19

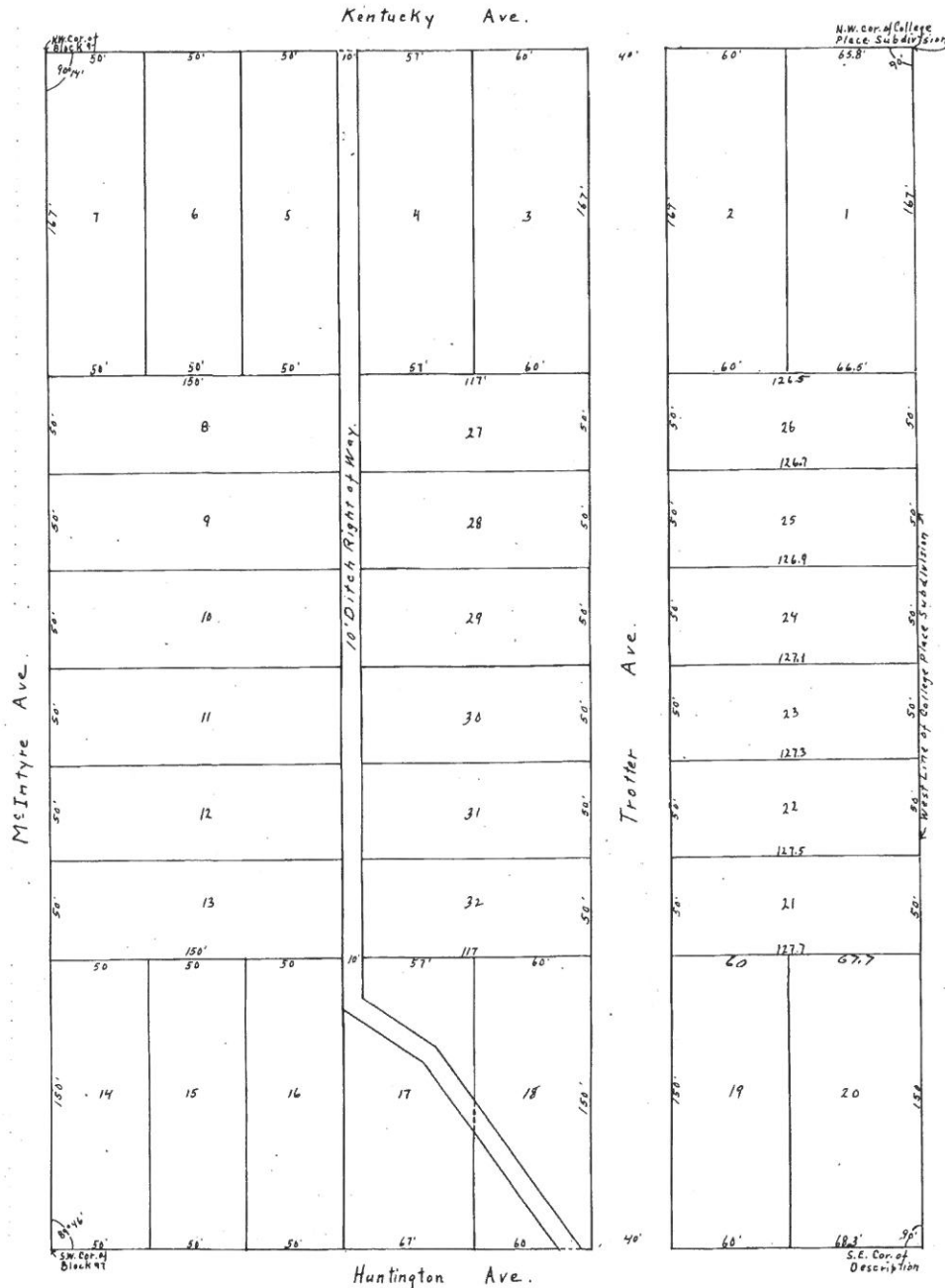
TROTTERS REPLAT

Description

A subdivision of Block 97 of the revised Plat of Winter Park as recorded in Plat Book A pages 67 to 72 inclusive, Orange County Records and the street on the East of same, which is described as follows: Beginning at the N.E. Cor. of said Block 97, run thence East 258 feet to the N.W. Corner of College Place Subdivision, thence South along the West line of College Place Subdivision 617 feet to the North line of Huntington Avenue, thence West 283 feet to the S.E. Cor. of said Block 97, thence North 617 feet to the point of beginning.

Scale: 1 inch = 40 feet
Date: March, 1924.

E. E. White, Civil Engr.
Orlando, Florida



Owner's Certificate
State of Florida
County of Orange

Personally appeared before me J. E. Trotter, who being duly sworn deposes and says: that he is the owner of the land described in the caption in the caption and has authorized and accepted the survey and subdivision as shown hereon.

J. E. Trotter, Owner
Subscribed and sworn to before me this 15th day of April A.D. 1924.

R. D. Barze, Notary Public
Notary Public for the State of Florida
at large. My commission expires February 17, 1925.

Notarial Seal.

Engineers Certificate
State of Florida
County of Orange

Personally appeared before me E. E. White, Civil Engineer, who being duly sworn deposes and says: that the plat hereon is a true and correct representation of the survey and subdivision of the land described in the caption.

E. E. White, Civil Engineer
Subscribed and sworn to before me this 14th day of March A.D. 1924.

M. I. Hart, Notary Public
My commission expires 4/11/1925.

Notarial Seal.

7-22-30

Filed and recorded May 24, 1924 at 230 AM.
BMC Atkinson Clerk
By mastward OC.



Rick Singh CFA Orange County Property Appraiser Florida

Base map

Layers

Foreclosure

Sales

Parcel Search



help

Legend

Identify

OCPA Tools



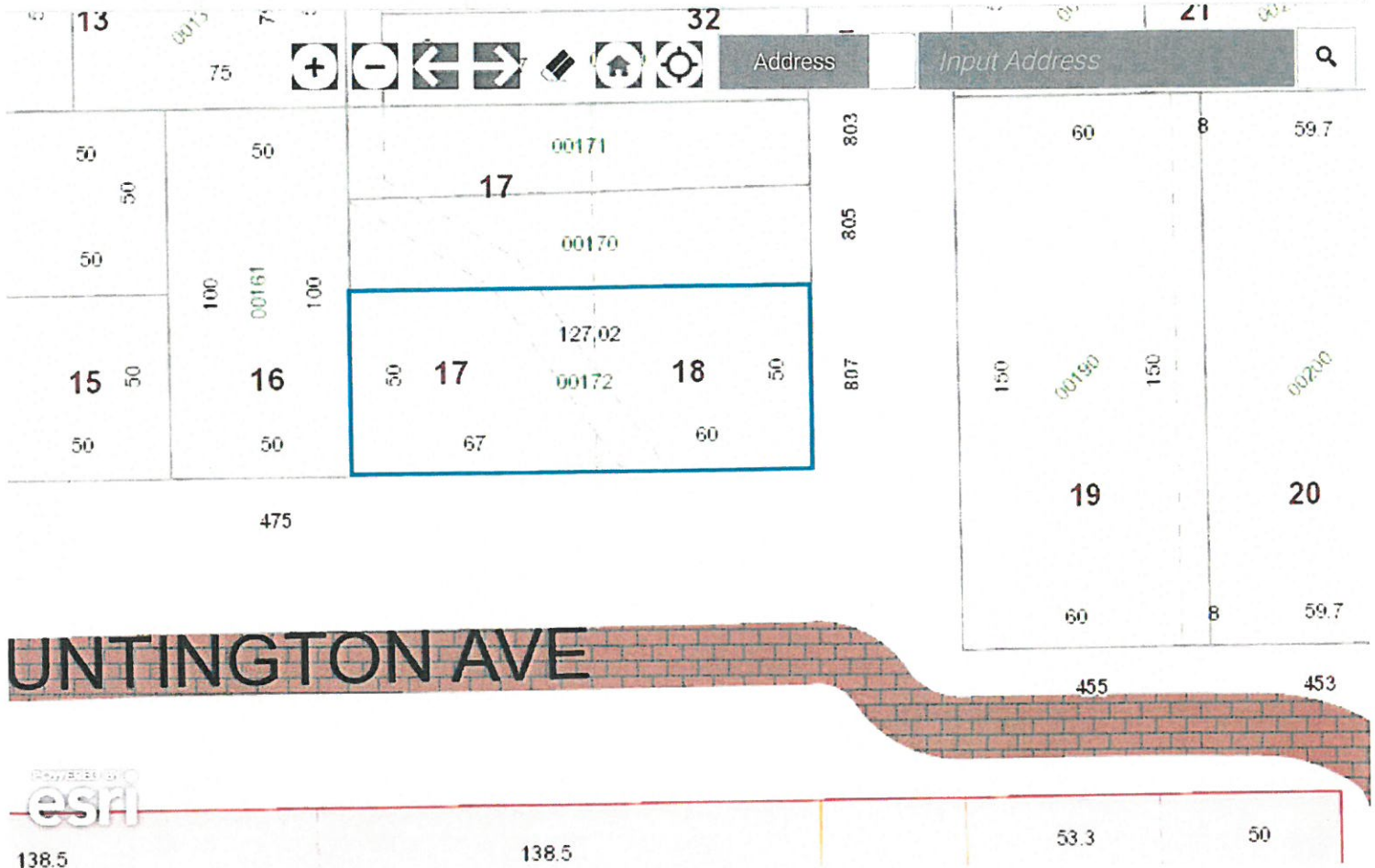
Custom Print

Trending



Feedback

Parcel Themes



138.5

138.5

53.3

50

60ft

**AGREEMENT REGARDING VACATION
AND RELOCATION OF EASEMENT**

THIS AGREEMENT REGARDING VACATION AND RELOCATION OF EASEMENT (hereinafter "Agreement") is made and entered effective the ____ day of _____, 2019, by and between PAUL F. BRYAN (hereinafter "Bryan"), whose address is P. O. Box 2456, Winter Park, Florida 32790, and CITY OF WINTER PARK, a Florida municipal corporation (hereinafter "City"), whose address is 401 Park Avenue South, Winter Park, Florida 32789.

WHEREAS, Bryan is the owner of the following described property:

The South 50 feet of the North 100 feet of Lots 17 and 18, TROTTER'S REPLAT, as per the plat thereof recorded in Plat Book "J", Page 58, Public Records of Orange County, Florida (hereinafter the "Bryan Property").

WHEREAS, the Bryan Property is located in the City and is encumbered by a ten foot platted ditch right of way established pursuant to Trotter's Replat, as per the plat thereof recorded in Plat Book "J", Page 58, Public Records of Orange County, Florida (hereinafter the "Ditch Right of Way").

WHEREAS, an underground drainage pipe is located within the Ditch Right of Way on the Bryan Property and a house is located above a portion of the underground pipe.

WHEREAS, Bryan would like to tear down the existing house and build another house on the Bryan Property but does not wish to build the new house on top of the Ditch Right of Way. Accordingly, Bryan would like the City to vacate that portion of the Ditch Right of Way

more particularly described on the Description and Sketch attached hereto as Exhibit "A" (hereinafter the "Vacation Area").

WHEREAS, to induce the City to grant his request, Bryan has agreed to grant the City an easement over the portion of the Bryan Property more particularly described on the Description and Sketch attached hereto as Exhibit "B" (hereinafter the "New Easement Area") and has agreed to pay for the installation of a new pipe, manhole structures and related equipment and appurtenances (hereinafter collectively the "New Pipe") in the New Easement Area and removal or abandonment of the existing pipe (hereinafter "Old Pipe") in the Vacation Area.

WHEREAS, in order to eliminate the need to maintain the Old Pipe located under the house on the Bryan Property, the City has agreed to provide the New Pipe and in house engineering for the New Pipe.

NOW, THEREFORE, in consideration of the mutual promises herein and ten dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Bryan shall execute and deliver this Agreement to the City along with an application (hereinafter "Application for Vacation") requesting that the City adopt an ordinance in the form attached hereto as Exhibit "C" vacating that portion of the Ditch Right of Way located within the Vacation Area (hereinafter the "Vacation Ordinance"), which ordinance shall not be effective unless and until the Vacation Ordinance is adopted by the City Commission and the conditions set forth therein are satisfied. Notwithstanding the City Commission approval of this Agreement, the City Commission has no obligation to approve the Vacation Ordinance and

shall consider Bryan's petition to adopt the Vacation Ordinance in accordance with all applicable legal requirements related to consideration of such.

3. Simultaneously with the execution of this Agreement, Bryan shall execute and deliver to the City an easement in the form attached hereto as Exhibit "D" together with a properly executed joinder and consent from all persons and entities that have a lien on the Bryan Property (hereinafter collectively referred to as the "New Easement").

4. Upon receipt of the Application for Vacation, the New Easement and this Agreement executed by Bryan, the City shall place the Application for Vacation along with approval of this Agreement on the City Commission meeting agenda for consideration.

5. If the City adopts the Vacation Ordinance and approves this Agreement, the City shall promptly record the New Easement and within sixty days thereafter, the City, at its sole cost, shall: (a) have its in-house engineering staff prepare engineering plans and specifications (hereinafter "Plans and Specifications") for installation of the New Pipe in the New Easement Area and provide copies of the Plans and Specifications to Bryan; and (b) order and pay for the New Pipe and have it available for delivery to the Bryan Property.

6. Within one year after receipt of the Plans and Specifications, Bryan, at his sole cost, shall: (a) obtain the necessary permits and complete the installation of the New Pipe within the New Easement Area in accordance with the Plans and Specifications, and (b) obtain the necessary permits and remove the Old Pipe in the Vacation Area or abandon and grout fill the Old Pipe in a manner acceptable to the City. The City agrees to waive the permit fees relating to the matters in 6(a) and 6(b) above. Bryan releases the City from any and all liability arising from or relating to the removal or abandonment of the Old Pipe, including but not limited to, any foundation or structural damage to any currently existing or subsequently constructed structures

on the Bryan Property due to erosion, soil compaction, voids, removal and construction activities, and other causes related to the removal or abandonment of the Old Pipe and agrees to indemnify and hold the City harmless from any loss, damage, claims, disputes, lawsuits, judgments, attorneys' fees at trial and appellate levels, and other adverse matters arising from or relating to the same.

7. Within fifteen days after Bryan completes his obligations set forth in Sections 6(a) and 6(b) and obtains Certificates of Completion or other appropriate proof of completion from the City, the City shall inspect the installation of the New Pipe and the removal or abandonment of the Old Pipe, and if the installation is performed in accordance with the Plans and Specifications as determined by the City, the City shall (a) record a Notice in the Public Records of Orange County, Florida confirming that all the conditions have been satisfied so that the Vacation Ordinance has become effective; and (b) request that the Orange County Comptroller place a note on the plat of Trotter's Replat recorded in Plat Book "J", Page 58, Public Records of Orange County, Florida to indicate that the portion of the Ditch Right of Way located within the Vacation Area has been vacated.

8. If the City does not adopt the Vacation Ordinance and approve this Agreement, the City shall promptly return the New Easement to Bryan in which case the obligations of the City and Bryan under this Agreement shall terminate.

9. If the City adopts the Vacation Ordinance but does not approve this Agreement, this Agreement shall terminate unless Bryan and the City enter into and have a mutually acceptable amendment to this Agreement approved by the City Commission within ninety days in which event the parties shall proceed in accordance with the terms of this Agreement as amended. If the parties do not timely enter into such amendment, this Agreement shall terminate

and the City shall return the New Easement to Bryan and record a Notice in the Public Records of Orange County, Florida indicating that the conditions of the Vacation Ordinance were not satisfied and therefore the Vacation Ordinance has not and will not become effective.

10. Notwithstanding anything to the contrary in this Agreement, the Vacation Ordinance shall not become effective, and the abandonment, granting and closure of the Old Pipe shall not occur any sooner than when the New Easement is recorded in the public records and the New Pipe is effective, functional and approved and accepted by the City.

11. The City's obligations under this Agreement are contingent upon the approval of the Agreement by the City Commission.

12. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are actually received, whether same are personally delivered, transmitted electronically or sent by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or sent by Federal Express or other overnight delivery service from which a receipt may be obtained evidencing the date and time delivery was made, and addressed as follows:

To Bryan at: Paul F. Bryan
P. O. Box 2456
Winter Park, Florida 32790
Email: paul@groverbryan.com

Or to Bryan at: Swann Hadley Stump Dietrich & Spears, P.A.
Attn: Karen M. Brown, Esquire
200 E. New England Avenue
Suite 300
Winter Park, FL 32789
Telephone: 407/647-2777
E-mail: kbrown@swannhadley.com

To the City at: City of Winter Park
Attn: Randy Knight
401 Park Avenue South
Winter Park, Florida 23789
Email: rknight@cityofwinterpark.org

With a copy to: Fishback Dominick
Attn: Kurt Ardaman, Esq.
1947 Lee Road
Winter Park, FL 32789
Telephone: 407/262-8400
Facsimile: 407/262-8402
E-mail: ardaman@fishbacklaw.com

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

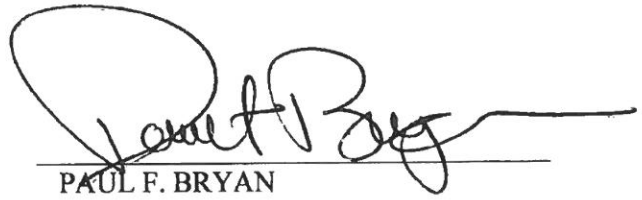
13. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral and otherwise, between the parties not embodied herein shall be of any force or effect. No amendment to this Agreement shall be binding upon any of the parties hereto unless such amendment is in writing and executed by Bryan and the City. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday or federal banking holiday, such time for performance shall be extended to the next day that is not a Saturday, Sunday or federal banking holiday. Facsimile copies or PDF copies sent by email of the Agreement and any amendments

hereto and any signatures thereon shall be considered for all purposes as originals. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same agreement. This Agreement shall be interpreted under the laws of the State of Florida.

14. The release and indemnification and hold harmless provisions of section 6 survive the termination and expiration of this Agreement, the recording of the New Easement, adoption of the Vacation Ordinance and completion of all actions and payments provided in this Agreement.

IN WITNESS WHEREOF, the undersigned parties have signed and sealed these presents effective as of the day and year first above written.

{SIGNATURES ON FOLLOWING PAGES}



PAUL F. BRYAN

CITY OF WINTER PARK, a
Florida municipal corporation

By: _____
RANDY KNIGHT
City Manager

S:\AKA\CLIENTS\Winter Park\Public Works Department W600-26039\Easement Vacation and Relocation (Paul Bryant)\Agreement Easement
Vacation and Relocation clean 5.7.19.doc

EXHIBIT "A"
(Vacation Area)

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 50 FEET OF THE NORTH 100 FEET OF LOTS 17 AND 18, TROTTERS REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "J", PAGE 58, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 89°53'47" WEST, ALONG THE NORTH LINE OF THE SOUTH 50 FEET OF THE NORTH 100 FEET OF LOTS 17 AND 18 OF THE AFORESAID PLAT, A DISTANCE OF 87.53 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 49°49'52" EAST, A DISTANCE OF 77.68 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HUNTINGTON AVENUE; THENCE NORTH 89°53'47" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 15.54 FEET; THENCE DEPARTING THE NORTH RIGHT-OF-WAY LINE OF HUNTINGTON AVENUE, RUN NORTH 49°49'52" WEST, A DISTANCE OF 77.68 FEET TO THE NORTH LINE OF THE SOUTH 50 FEET OF THE NORTH 100 FEET OF LOTS 17 AND 18 OF THE AFORESAID PLAT; THENCE SOUTH 89°53'47" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 15.54 FEET TO THE **POINT OF BEGINNING**.

**SKETCH OF DESCRIPTION
EXHIBIT "A"
- NOT A SURVEY -**

SHEET 4 OF 4

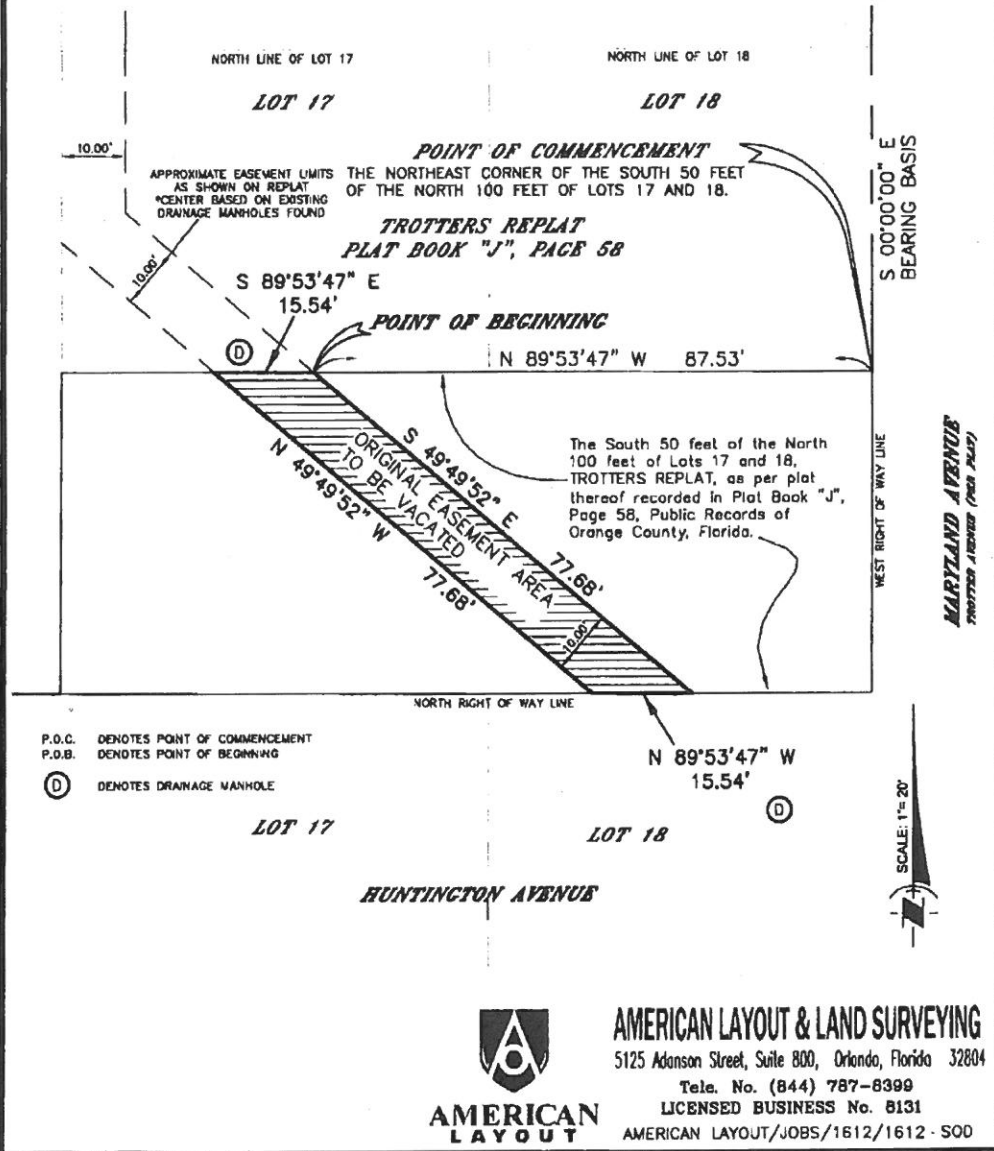


EXHIBIT "B"
(New Easement Area)

A TRACT OF LAND BEING A PORTION OF LOTS 17 AND 18, TROTTERS REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "J", PAGE 58, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SHEET 3 OF 4

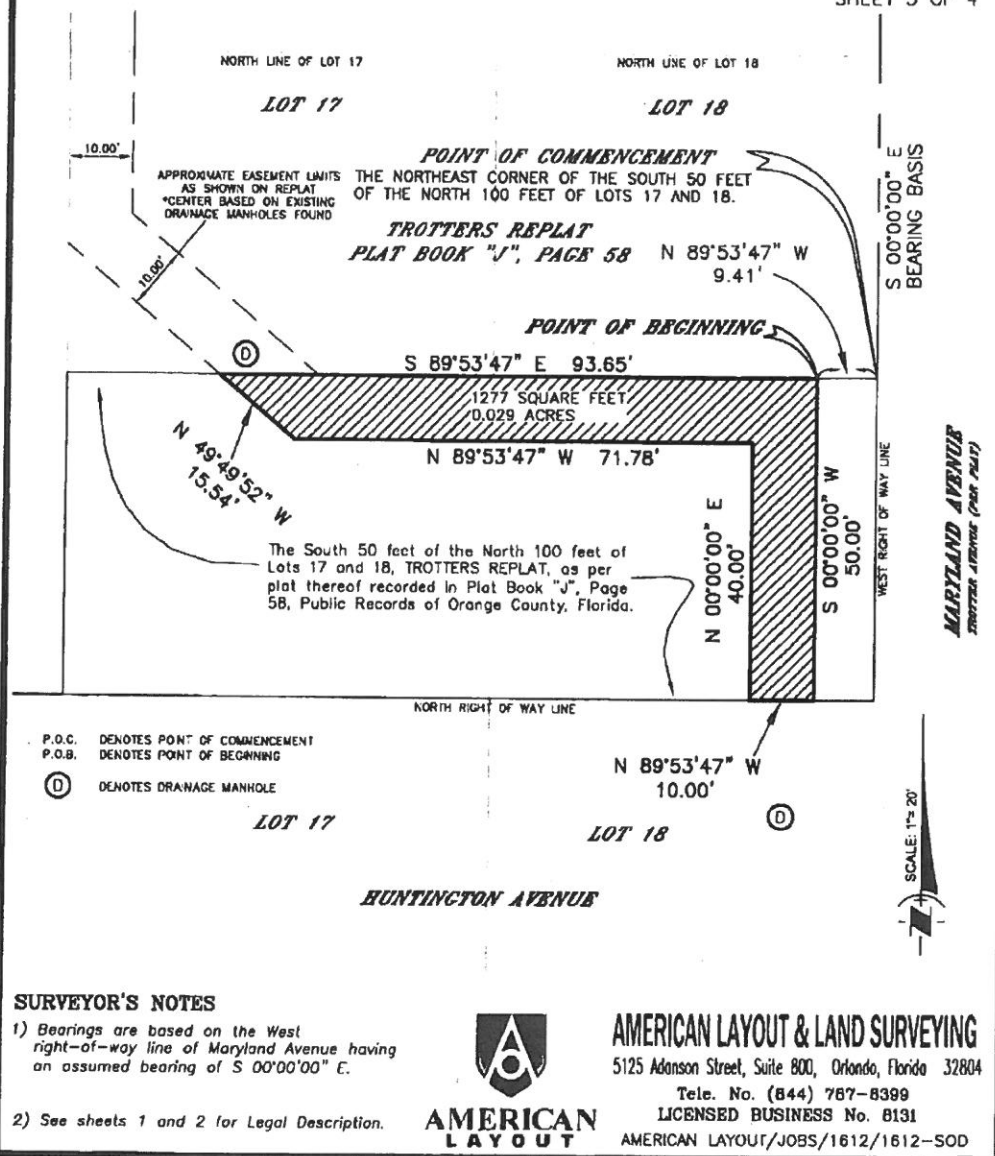


EXHIBIT "C"
(Vacation Ordinance)

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

ORDINANCE NO. _____-19

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, VACATING AND TERMINATING A PORTION OF THE DITCH RIGHT OF WAY DEPICTED ON THE PLAT OF TROTTER'S REPLAT, AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK "J", PAGE 58, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA THAT ENCUMBERS THE PROPERTY IDENTIFIED AS ORANGE PROPERTY APPRAISER PARCEL #07-22-30-8760-00-172 PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE.

WHEREAS, a ten foot ditch right of way is depicted on the plat of Trotter's Replat, as per the plat thereof recorded in Plat Book "J", Page 58, Public Records of Orange County, Florida (hereinafter the "Ditch Right of Way"); and

WHEREAS, a portion of the Ditch Right of Way encumbers the property located at 807 Maryland Avenue, Winter Park, Florida (hereinafter the "Property") and the owner of the Property, Paul F. Bryan (hereinafter "Bryan"), has requested that the City vacate, abandon and terminate that portion of the Ditch Right of Way more particularly described on the Description and Sketch attached hereto as Exhibit "A" (hereinafter the "Vacation Area"); and

WHEREAS, to induce the City to grant his request, Bryan has entered into an agreement with the City (hereinafter the "Agreement") whereby Bryan has executed and delivered a new easement in escrow to the City over another portion of the Property (hereinafter the "Replacement Area") and has agreed to install a new pipe and related equipment in the Replacement Area.

WHEREAS, the City of Winter Park has authority to adopt this Ordinance by virtue of its home rule powers and Charter with respect to abandoning and vacating easements and rights of way no longer needed for municipal or public purposes; and

WHEREAS, the City Commission has made a determination that the Ditch Right of Way located in the Vacation Area will no longer be needed for municipal or public purposes at such time that this ordinance becomes effective

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

Section 1. The City Commission of the City of Winter Park, Florida, hereby vacates, abandons and terminates that portion of the Ditch Right of Way located within the Vacation Area.

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

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

Section 4. This Ordinance shall not take effect until such time hereafter that the City records a separate notice in the public records of Orange County, Florida stating that all the conditions of the Agreement have been satisfied and the Ordinance has become effective.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the _____ day of _____, 2019.

Mayor Steven Leary

ATTEST:

City Clerk Cynthia S. Bonham

EXHIBIT "A"
(Vacation Area)

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SHEET 4 OF 4

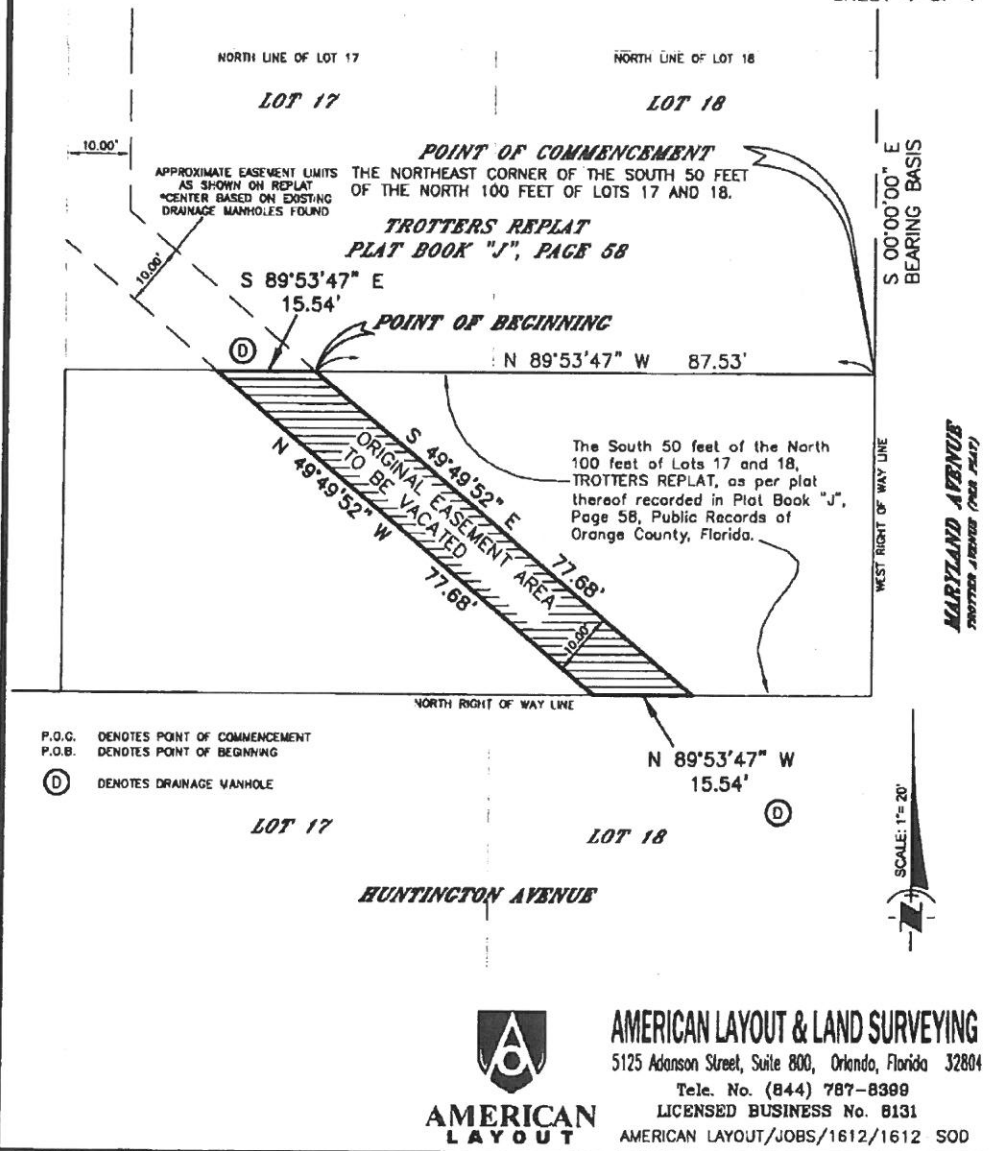


EXHIBIT "D"
(New Easement)

**THIS INSTRUMENT PREPARED BY AND AFTER
RECORDING RETURN TO:**

Mark F. Ahlers, Esquire
Fishback Dominick
1947 Lee Road
Winter Park, Florida 32789

For Recording Purposes Only

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT ("Easement") is made this ____ day of _____, 2019, by **Paul F. Bryan** ("Grantor"), a single man, whose address is P. O. Box 2456, Winter Park, Florida 32790 to the **City of Winter Park**, a Florida municipal corporation, whose mailing address is 401 South Park Avenue, Winter Park, Florida 32789 (the "**City**"),

WITNESSETH

WHEREAS, Grantor is the fee simple owner of the property more particularly described on the attached Exhibit "A" (hereinafter the "Grantor's Property");

WHEREAS, Grantor's Property is encumbered by a ten foot platted ditch right of way established pursuant to Trotter's Replat, as per the plat thereof recorded in Plat Book "J", Page 58, Public Records of Orange County, Florida (hereinafter the "Ditch Right of Way").

WHEREAS, in consideration of the City vacating a portion of a Ditch Right of Way on Grantor's Property, Grantor has agreed to grant a drainage easement to the City over, under, upon, across and through that portion of Grantor's Property more particularly described on the Description and Sketch attached hereto as Exhibit "B" (hereinafter the "Easement Area");

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Recitals. The above recitals are true and correct, form a material part of this Easement and are incorporated herein by reference.

Drainage Easement. Grantor hereby gives, grants, bargains, sells, and conveys to the City an exclusive perpetual drainage easement over, under, upon, across and through the Easement Area for the purpose of allowing stormwater drainage within the Easement Area and to allow the construction, placement, enhancement, upgrading, removal, repair, maintenance, replacement, access to and from, and use of pipes, valves, inlets, swales, ditches, culverts, connections, appurtenances, and all other facilities within the Easement Area for the collection, conveyance, retainage and management of stormwater regardless of the volumes, flows, flow rates, quantities, and sources or locations from which the stormwater originates.

Warranty. Grantor hereby represents and warrants to the City that Grantor is lawfully seized of the Easement Area in fee simple and has good right and lawful authority to transfer and convey the Easement free of all liens and encumbrances except for taxes for the year 2019 and subsequent years.

Binding Effect. This Easement shall be binding upon the Grantor and his heirs, personal representatives and assignees and shall burden and run with the title to the Easement Area. This Easement shall inure to the benefit of the City and its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in a manner and form sufficient to bind Grantor as of the date first above written.

WITNESSES:

GRANTOR:

Print Name: _____

Paul F. Bryan _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by Paul F. Bryan. He ☐ is personally known to me or ☐ has produced _____ as identification.

Print Name: _____

Notary Public, State of _____

Commission No.: _____

My commission expires: _____

S:\AKA\CLIENTS\Winter Park\Public Works Department W600-26039\Easement Vacation And Relocation (Paul Bryant)\Agreement Easement Vacation And Relocation Clean 5.7.19.Doc

Exhibit "A"
(Grantor's Property)

The South 50 feet of the North 100 feet of Lots 17 and 18, TROTTER'S REPLAT, as per the plat thereof recorded in Plat Book "J", Page 58, Public Records of Orange County, Florida (hereinafter the "Bryan Property").

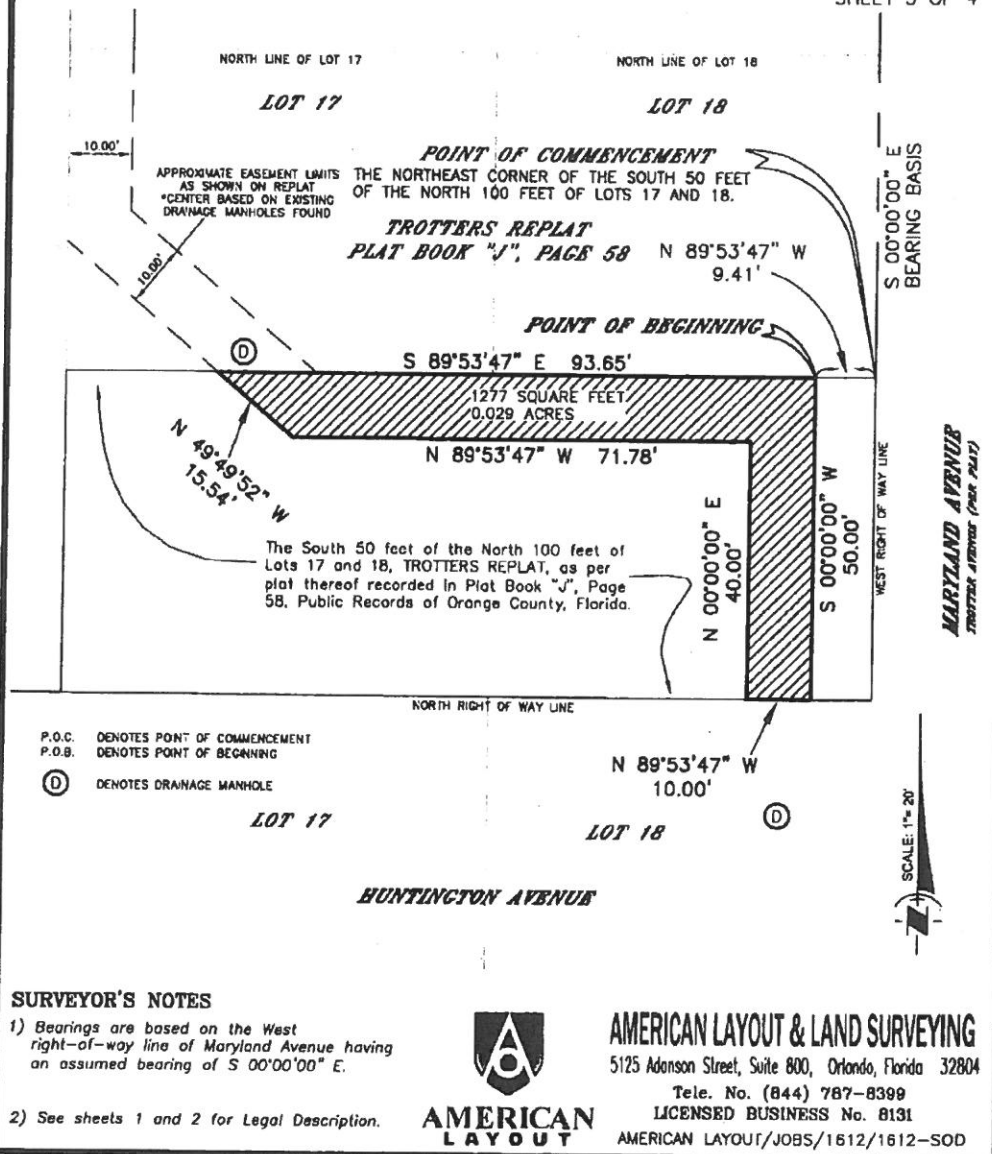
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**SKETCH OF DESCRIPTION
EXHIBIT "B"
- NOT A SURVEY -**

SHEET 3 OF 4



**THIS INSTRUMENT PREPARED BY AND AFTER
RECORDING RETURN TO:**

Mark F. Ahlers, Esquire
Fishback Dominick
1947 Lee Road
Winter Park, Florida 32789

For Recording Purposes Only

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT ("Easement") is made this ____ day of _____, 2019, by **Paul F. Bryan** ("Grantor"), a single man, whose address is P. O. Box 2456, Winter Park, Florida 32790 to the **City of Winter Park**, a Florida municipal corporation, whose mailing address is 401 South Park Avenue, Winter Park, Florida 32789 (the "**City**"),

WITNESSETH

WHEREAS, Grantor is the fee simple owner of the property more particularly described on the attached Exhibit "A" (hereinafter the "Grantor's Property");

WHEREAS, Grantor's Property is encumbered by a ten foot platted ditch right of way established pursuant to Trotter's Replat, as per the plat thereof recorded in Plat Book "J", Page 58, Public Records of Orange County, Florida (hereinafter the "Ditch Right of Way").

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NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Recitals. The above recitals are true and correct, form a material part of this Easement and are incorporated herein by reference.

Drainage Easement. Grantor hereby gives, grants, bargains, sells, and conveys to the City an exclusive perpetual drainage easement over, under, upon, across and through the Easement Area

for the purpose of allowing stormwater drainage within the Easement Area and to allow the construction, placement, enhancement, upgrading, removal, repair, maintenance, replacement, access to and from, and use of pipes, valves, inlets, swales, ditches, culverts, connections, appurtenances, and all other facilities within the Easement Area for the collection, conveyance, retainage and management of stormwater regardless of the volumes, flows, flow rates, quantities, and sources or locations from which the stormwater originates.

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IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in a manner and form sufficient to bind Grantor as of the date first above written.

WITNESSES:

GRANTOR:

Karen M. Brown
Print Name: KAREN M. BROWN

Paul F. Bryan
Paul F. Bryan

Sharon B. Abner
Print Name: SHARON B. ABNER

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16th day of May, 2019 by Paul F. Bryan. He ☒ is personally known to me or ☐ has produced _____ as identification.

Karen M. Brown
Print Name: KAREN M. BROWN
Notary Public, State of _____
Commission No.: _____
My commission expires _____
BONDED THRU BUDGET NOTARY SERVICES

S:\AKA\CLIENTS\Winter Park\Public Works Department W600-26039\Easement Vacation And Relocation (Paul Bryant)\Easement 5.7.19.Docx

Exhibit "A"
(Grantor's Property)

The South 50 feet of the North 100 feet of Lots 17 and 18, TROTTER'S REPLAT, as per the plat thereof recorded in Plat Book "J", Page 58, Public Records of Orange County, Florida (hereinafter the "Bryan Property").

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(Easement Area)

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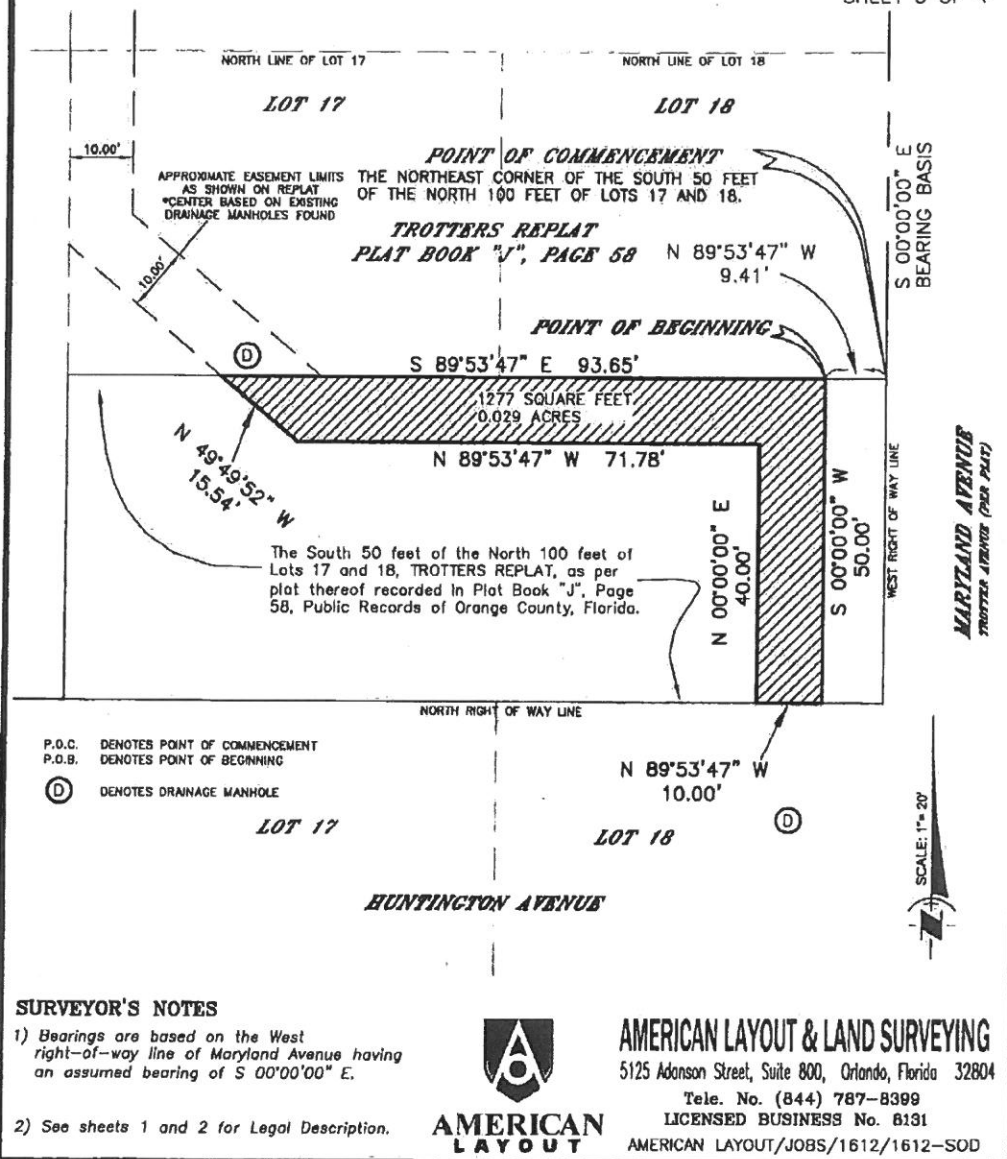
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SKETCH OF DESCRIPTION

EXHIBIT "B"

— NOT A SURVEY —

SHEET 3 OF 4





city commission agenda item

| | | | |
|---------------------|---|--------------|-----------------------------|
| item type | Public Hearings | meeting date | 7/8/2019 |
| prepared by | Planning | approved by | City Manager, City Attorney |
| board approval | yes final vote | | |
| strategic objective | Exceptional Quality of Life, Intelligent Growth and Development, Public Health and Safety | | |

subject

Request of V3 Capital Group LLC:

- Ordinance - To amend the "Comprehensive Plan" Future Land Use map to change from Medium Density Residential to an Office Future Land Use designation on the properties at 1419 and 1421 Trovillion Avenue. (2)
- Ordinance - To amend the official Zoning map to change from Medium Density Multi-Family Residential (R-3) district zoning to Office (O-2) district zoning on the properties at 1419 and 1421 Trovillion Avenue. (2)

motion / recommendation

RECOMMENDATION IS FOR APPROVAL FROM STAFF AND THE P&Z BOARD OF THE COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT, REZONING REQUESTS, AND CONDITIONAL USE WITH THE FOLLOWING CONDITIONS:

1. That the project be restricted to a non-interior illuminated monument ground signs, as shown.
2. That landscaping above and beyond code requirements be implemented within the front setback along Gay Road and the areas between the wall and Trovillion Avenue.
3. That the applicant replace the existing sidewalk along Gay Road with a new eight (8) foot sidewalk and add a sidewalk along the Trovillion Avenue frontage.
4. That the applicant dedicate to the City an easement for pedestrian/bike path walkway.
5. Add an electric vehicle charging station, as shown.

background

This matter was tabled by the City Commission at your May 13th meeting. The applicants have made four major changes to the plans to address Commission and Citizen concerns. They are as follows:

1. Elimination of the cut-thru traffic. The prior site plan allowed traffic to drive thru the parking lot creating a cut-thru route between Gay Road and Trovillion Avenue. This was a major objection from the neighbors. The new site plan

closes that cut-thru and eliminates the driveway onto Trovillion Avenue. Instead there is a decorative six foot wall with landscaping in front along Trovillion Avenue. The project will also add a sidewalk along Trovillion Avenue and street trees.

2. Creation of a pedestrian/bikepath. The new site plan shows a sidewalk easement for pedestrians and bikes to interconnect Gay and Trovillion so that neighbors can more easily access between the two streets.
3. Adding more setback on Gay Road. The building setback on Gay Road has been increased from 10 feet to 20 feet along Gay Road which provides more space for landscape plantings and separation from the sidewalk.
4. Reduction in building size. The building has been reduced in size from 30,000 square feet to 25,000 square feet. This is a 17% reduction in building size and a reduction in 50 vehicle trips per day and 15 parking spaces.

Comprehensive Plan Conformance: This revised project conforms to the specific Comprehensive Plan policy adopted for this site:

Policy 1-J-10: Support a Smooth Land Use Transition along Trovillion Avenue & Gay Road to Low-Intensity Office Uses Compatible with Killarney Bay & Chateaux du Lac Condominiums The City shall support transition along Trovillion Avenue and Gay Road from Medium-Density Residential to low-intensity office uses as long as they are complimentary to and compatible with the adjacent Killarney Bay and Chateaux du Lac condominiums. The City shall ensure compatible development by enforcing architectural design standards as part of the site plan review process and require adequate buffers including architecturally designed capped masonry walls landscaped with canopy trees, specimen trees, and shrubs.

The other background information from the May 13th meeting is restated below and adjusted for these latest changes:

V3 Capital Group, contract purchaser for the properties, is requesting to change the Comprehensive Plan Future Land Use (FLU) designation and to rezone 1419 and 1421 Trovillion Avenue from Medium Density Multiple-Family Residential (R-3) to Office (O-2). These two properties are part of a larger property purchase contract in the same ownership that are currently zoned O-2, at 1424 and 1428 Gay Road. This action would unify the entire combined property with an Office FLU designation and O-2 zoning. Lastly, the applicant is requesting a Conditional Use approval to construct a new two-story, 25,000 square foot office building on the combined properties.

Site & Context: The combined properties with requested FLU amendments and rezoning, 1419 and 1421 Trovillion Avenue, measure 56,338 square feet in size (1.3 acres). The other two office properties in the purchase contract at 1424 and 1428 Gay Road measure 17,699 square feet in size (0.41 acres).

To the north of the combined site is commercial development; to the east are office and commercial properties; to the south are the Killarney Bay Condos (zoned R-3) and to the west are the Chateau Du Lac Condos (zoned R-3). Therefore, the re-designation from medium density residential to office would match the properties to

the east and would be an appropriate zoning for the area.

Analysis of the Land Use Request: These properties have had previous requests before the City for land use changes and Conditional Use requests. As the Board may recall, in 2016, a request was made for a Conditional Use approval for a Ladybird Academy daycare/pre-school, keeping the existing R-3 and O-2 mixed zoning on the properties. The City Commission denied the request due to the neighborhood concerns of traffic and noise for this type of use.

Then in 2017, a request was made to unify the zoning of the combined properties to R-3 zoning. This would have allowed for, on the combined 1.7 acres, a total of up to 29 residential units. The applicant at the time, included two possible development plans showing 25 and 28 townhouse units. The request did not include a Conditional Use with an approval of the specific plans. The City Commission denied the request due to neighborhood concerns of dense residential development, and the uncertainty of the proposed project.

Proposed Project Plans: As previously mentioned, this combined project site measures 1.7 acres (74,037 square feet) in size. The proposed office building is now 25,000 square foot two-story building that measures thirty (30) feet in height. The Floor Area Ratio (FAR) equals 34.0%. The project is meeting the required setbacks for the site with the exception of the southern face of the building, which is proposing a sixteen (16) foot setback in lieu of the required thirty (30) foot rear setback. The applicant is proposing a 16 foot landscape buffer and a six (6) foot masonry wall to mitigate this setback encroachment to the adjacent office property to the south. The project meets the remaining code requirements with respect to height, storm water retention, impervious coverage, etc., refer to table below (text in bold indicates a variance request).

| | O-2 Requirements | Project Proposal |
|---------------------------|------------------|------------------|
| Property Size | | 1.7 acres |
| Floor Area Ratio | Max. 45% | 34.0% |
| Impervious Lot Coverage | Max. 85% | 72.3% |
| Min. Open Space | Min. 15% | 27.7% |
| Gay Road Setback | 10 feet | 20 feet |
| Trovillion Avenue Setback | 10 feet | 166 feet |
| Rear Setback (southeast) | 30 feet | 16 feet |
| Western Side Setback | 15 feet | 135 feet |
| Eastern Side Setback | 5 feet | 10 feet |
| Landscape Protection Zone | 8 feet | 10-20 feet |
| Bldg. Height | 35 feet | 30 feet |

Parking & Traffic Impact: The required parking for the project is one parking space for every 250 square feet for the first 20,000 square feet, and then one parking space for every 333 square feet above 20,000 square feet. Based on the 25,000 square feet proposed, the required parking is 95 parking spaces. The site plan shows

6 spaces over code requirements at 101 spaces. Bicycle parking is provided to meet code.

The applicant is proposing only one entrance to the project on Gay Road. Along Trovillion Avenue will be a decorative six foot wall and landscaping with street trees. This eliminates the previous concern with this inter-connection of the two streets as a cut-thru route.

Generally, the traffic generation from a multi-family project is lower than from office buildings during the week but higher on the weekends. With the existing Medium Density Residential FLU designation on the Trovillion properties, that land could be used for a 2-3 story multi-family project of up to 22 units. Based on the Institute of Transportation Engineers (ITE) Trip Generation rates, that scenario would generate 128 daily trips. The Gay Road properties now zoned Office could be used for a 2-story, 8,000 square foot office building, which based on ITE rates would generate 93 daily trips. This would be 221 total trips between the two uses.

Based on the Traffic Analysis provided by the applicant, there will be 251 net new daily trips from this proposed 25,000 square foot office building. Therefore, the difference in traffic from what could be built under current Zoning versus the proposed Zoning and the Conditional Use request is 30 additional trips. The Traffic Analysis states that these 30 additional trips are not expected to adversely affect the traffic operations along Gay Road or at the signalized intersection of Orlando Avenue and Gay Road.

Landscaping: The preliminary landscape plan that was provided by the applicant has been reviewed by the City's Urban Forestry department. They have stated that the protected trees that are being removed are not in the best shape, and would like additional shade trees to be planted within the right-of-ways. The conditions of approval require the addition of street trees on Trovillion Avenue and along the new ped/bike path.

Other Items from Departmental Review: The Public Works department has requested that the applicant replace the existing sidewalk along Gay Road with a new eight (8) foot sidewalk. With the multiple condominiums, Plymouth Senior Living facility, and commercial shopping center surrounding this project, there is considerable pedestrian activity on Gay Road. The current sidewalk is only four feet wide, thus requiring the applicant to implement this upgrade reinforces the city's Comprehensive Plan transportation policies to give pedestrian mobility the priority. Sustainability also asked for an electric vehicle charging station at one of the parking stalls.

[alternatives / other considerations](#)

N/A

[fiscal impact](#)

N/A

ATTACHMENTS:

Description

Backup Materials

Upload Date

6/12/2019

Type

Backup Material

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE",
ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP
TO CHANGE FROM A MEDIUM DENSITY RESIDENTIAL FUTURE
LAND USE DESIGNATION TO AN OFFICE FUTURE LAND USE
DESIGNATION ON THE PROPERTIES AT 1419 AND 1421
TROVILLION AVENUE, MORE PARTICULARLY DESCRIBED
HEREIN PROVIDING FOR CONFLICTS, SEVERABILITY AND AN
EFFECTIVE DATE.**

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

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

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on March 5, 2019, provided for participation by the public in the process, and rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on March 25, 2019 and April 8, 2019, and provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.

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

SECTION 1. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" Future Land Use Plan map is hereby amended so as to change the Future Land Use map designation of Medium Density Residential to Office on the properties at 1419 and 1421 Trovillion Avenue, being more particularly described as follows:

KILLARNEY SHORES INC Q/135 LOT 9 & E 30 FT OF VAC ST W OF LOT 9 BLK B & E 30 FT OF VAC ST W OF LOT 8 BLK B & LAND LYING ON N THEREOF EXTENDING TO S R/W LINE OF GAY RD BEING A PT OF VAC SOUTH BLVD, and

KILLARNEY SHORES INC Q/135 LOTS 7 8 10 & 11 BLK B & LAND LYING ON N OF LOTS 7 & 8 EXTENDING TO THE S R/W LINE OF GAY RD BEING A PORTION OF VAC SOUTH BLVD

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

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

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2019.

Mayor

Mayor Steve Leary

Attest:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AMENDING THE "OFFICIAL ZONING MAP" TO CHANGE FROM MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL (R-3) TO OFFICE (O-1) DISTRICT ZONING ON THE PROPERTIES AT 1419 AND 1421 TROVILLION AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the owners of properties at 1419 and 1421 Trovillion Avenue have requested a Zoning map amendment consistent with the amended Comprehensive Plan, and the requested zoning map change will achieve conformance with the Comprehensive Plan for the property and such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their March 5, 2019 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.

WHEREAS, words with single underline shall constitute additions to the original text and ~~strike-through~~ text shall constitute deletions to the original text.

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 Medium Density Multi-Family Residential (R-3) to Office (O-2) District zoning on the properties at 1419 and 1421 Trovillion Avenue, more particularly described as follows:

KILLARNEY SHORES INC Q/135 LOT 9 & E 30 FT OF VAC ST W OF LOT 9 BLK B & E 30 FT OF VAC ST W OF LOT 8 BLK B & LAND LYING ON N THEREOF EXTENDING TO S R/W LINE OF GAY RD BEING A PT OF VAC SOUTH BLVD, and

KILLARNEY SHORES INC Q/135 LOTS 7 8 10 & 11 BLK B & LAND LYING ON N OF

LOTS 7 & 8 EXTENDING TO THE S R/W LINE OF GAY RD BEING A PORTION OF
VAC SOUTH BVLD

Property Tax ID's # 01-22-29-4184-02-070 and 01-22-29-4184-02-090

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 the effective date of Ordinance _____. If Ordinance _____ does not become effective, then this Ordinance shall be null and void.

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 _____, 2019.

Mayor Steve Leary

Attest:

City Clerk



TROVILLION AVE &
GAY ROAD REQUEST

Location Map

City of Winter Park
Florida





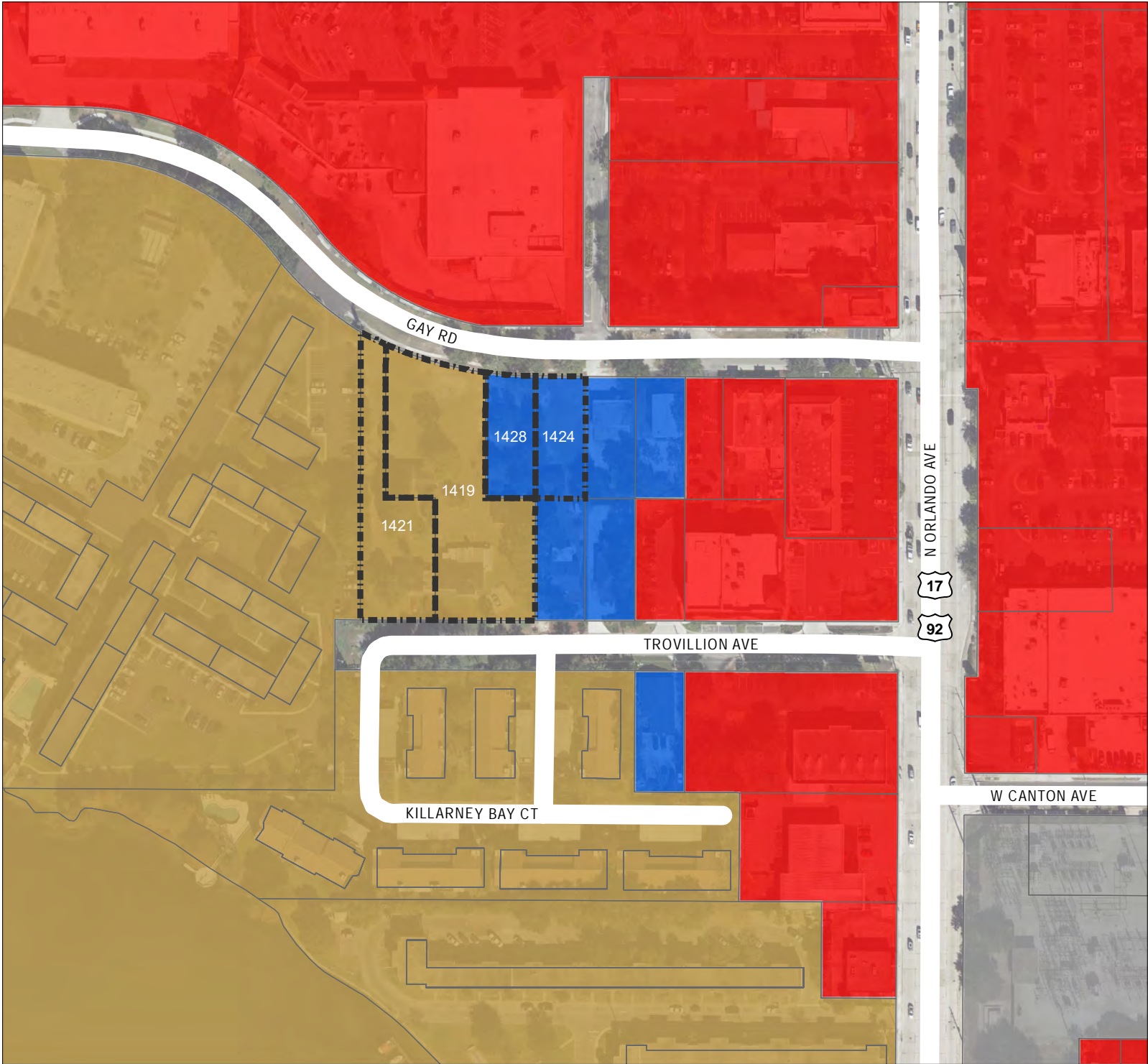
TROVILLION AVE &
GAY ROAD REQUEST

Future Land Use

City of Winter Park
Florida

Legend

- Commercial
- Office Professional
- Institutional
- Medium Density Residential





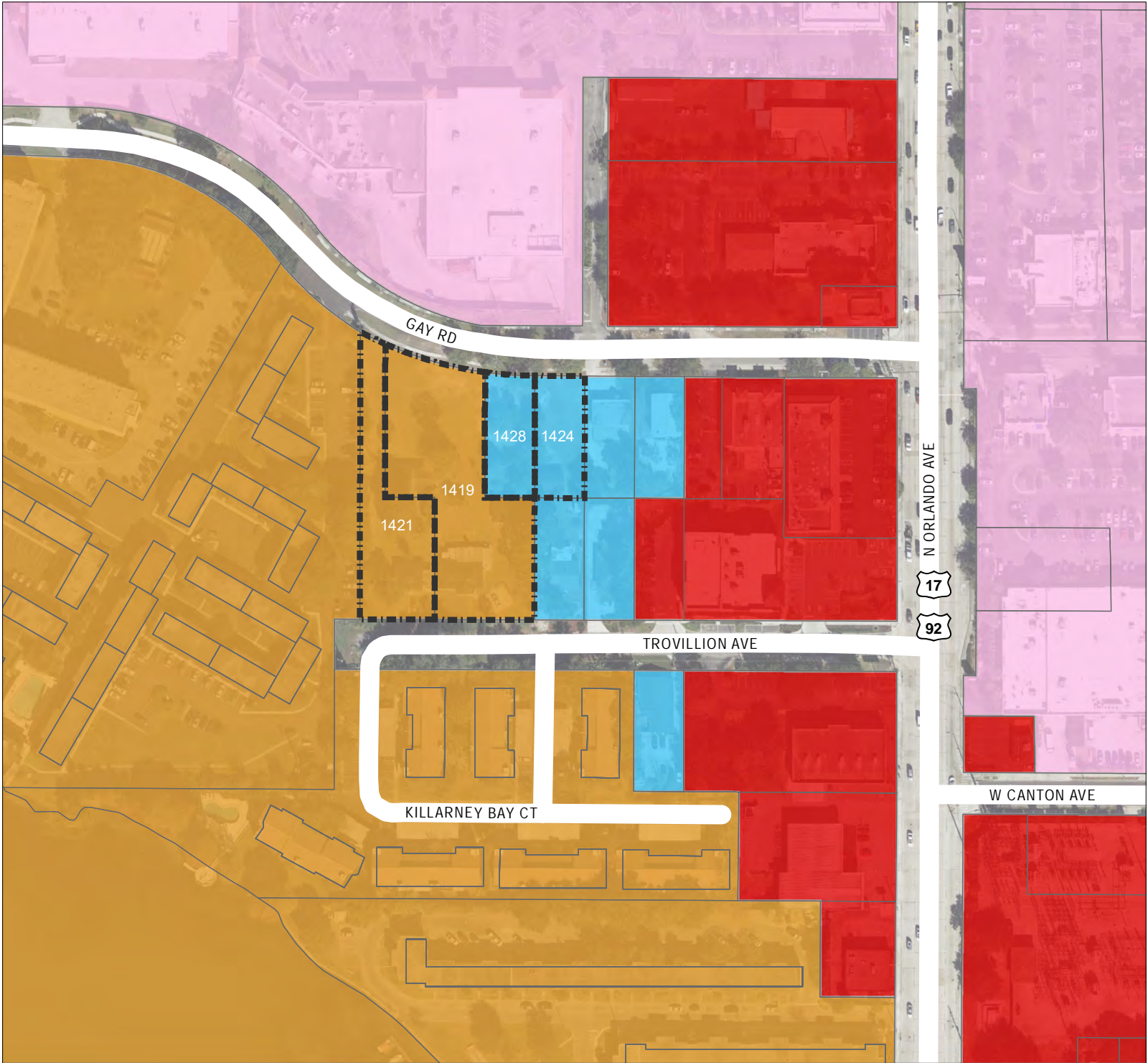
TROVILLION AVE &
GAY ROAD REQUEST

Zoning

City of Winter Park
Florida

Legend

-  C-1
-  C-3
-  O-2
-  R-3



June 07, 2019

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

Re:

Gay Road Office Complex

To Whom It May Concern,

Included with this submittal is the revised site plan layout for the Gay Road Office Complex. After the continuance decided within the 3/25/19 City Council Meeting for the project our team dug further to glean additional feedback in ways this site will be more desirable to the surrounding community and council members. Below we've detailed items we've modified in this revision to integrate the additional feedback we've collected. These items have also been delineated by the City of Winter Park Comprehensive Plan elements they serve to enhance.

Future Land Use Element:

- **Policy 1-2.4.2: Office & Professional** - This land use designation includes the business and professional activities housed in office structures such as those allowed in the O-1 and O-2 districts and the PQP district where appropriate. This designation also allows a density of residential uses as a conditional use up to 17 units per acre. Residential units however, shall only be permitted above the first or ground floor level. The intensity of use of buildings (floor area ratio) in this designation may not exceed the standards as listed in the Maximum Future Land Use Density/ Intensity Table and as governed by the maximum number of stories permitted in the Maximum Height Map within this Future Land Use Element.
 - The revised Gay Road Office Complex Floor Area Ratio (FAR) has been further reduced to 0.31 while the allowed is 0.45. Revised design proposes a significantly smaller building footprint than what is allowed, in order to decrease the density of development.
- **Policy 1-J-10** of the City of Winter Park's Comprehensive Plan states, *"The City shall support transition along Trovillion Avenue and Gay Road from Medium-Density Residential to low-intensity office uses as long as they are complimentary to and compatible with the adjacent Killarney Bay and Chateaux du Lac condominiums. The City shall ensure compatible development by enforcing architectural design standards as part of the site plan review process and require adequate buffers including architecturally designed capped masonry walls landscaped with canopy trees, specimen trees, and shrubs."* This project meets or exceeds each of these areas in its design.
 - The Gay Road Office Complex architecture has been modified by shrinking the building footprint from 30,000sf to 25,000sf.

- The reduced building square footage allows the project to exceed the 10ft building setback and landscape buffer area requirement along Gay Road by averaging 20ft of enhanced setback.
- While City code requires a 10ft landscape buffer the western site boundary utilizes a 15ft landscaped buffer area. This 15ft buffer has been enhanced with a 5ft pedestrian walkway, In order to facilitate safe walking access for residents on Trovillion . This walkway has been landscaped with Live Oak canopy trees to shade the pedestrian area. Little Gem Magnolias will act as the understory trees and Sweet Viburnum as a hedgerow to further add to the look of this greenspace. This will provide a lush look all year long and serve as a lush greenspace year round. An architecturally designed capped masonry wall lines the western edge of this enhanced buffer. Included with this submittal is the architectural detailing for the perimeter walls.
- The southern site boundary remains consistent with the City requirement of a 10ft landscape buffer. This south buffer area is enhanced with an architecturally designed capped masonry wall similar to that within the western site boundary. To break up the sterile view of only wall space within this buffer for Killarney Bay residents, a Yew Podocarpus hedge, Crepe Myrtle understory trees, and Dwarf Asian Jasmine will enhance this buffer. Adding some vibrant color with the Crepe Myrtle, rich green vegetation with the Podocarpus, and accenting the groundcover using the Dwarf Asian Jasmine will draw the pedestrian eye and benefit the Trovillion Avenue streetscape.
- The originally proposed Trovillion Avenue site access has been removed to screen the Gay Road Office Complex from the Killarney Bay residents and provide an unbroken row of landscaping along Trovillion avenue which uses capped masonry walls, understory trees and shrubs mentioned in Policy 1-J-10.
- The east landscape buffers comply with the required 10ft landscape buffers. The eastern area adjacent to the residential lot will utilize an architecturally designed capped masonry wall with live oak canopy trees and Little Gem Magnolias to enhance the look of this onsite greenspace. This will play off the lush look of the western buffer and provide a beautiful compliment across the site.

Transportation Element

Goal 2-1 within the City of Winter Park Comprehensive Plan is based on providing a balanced transportation system. It states, *“The City of Winter Park desires to ensure a balanced and safe transportation system that promotes a walkable, bicycle-friendly environment that encourages transit as well as ensures efficiencies along the roadway network.”* Below are the transportation element policies the site looks to champion in its added design features.

- **Policy 2-1.1.1 Multimodal Activities** - *The City defines mobility as the provision of multiple opportunities or choices in transportation modes for travel within and to/from the City through a multi-modal transportation system. The general hierarchy of modes is 1) walking, 2) bicycling, 3) transit (bus and rail), and 4) private vehicles. The primary focus or overall mobility strategy is on the minimum provision of facilities for all modes and the connectivity based upon the mode*

hierarchy. Where adequate facilities exist for all modes, the City will prioritize enhancing the quality and integration of the facilities based upon the mode hierarchy.

- To enhance the multimodal accessibility of the site, the existing sidewalk along Gay Road will be removed and upgraded to an 8ft sidewalk; a 5ft sidewalk will be added along Trovillion avenue; a 5ft pedestrian walkway will be added along the western site boundary; and bike racks will be installed near the building. The expanded sidewalk along Gay Road will encourage bike traffic; the Trovillion Avenue sidewalk will provide a safe walkway that didn't exist prior to the site; the internal landscaped pedestrian walkway will encourage pedestrian traffic to Gay Road from Trovillion Avenue; and the bike racks at the building will provide safe bike storage facilities for cyclists accessing the site.
- **Policy 2-1.1.3 Provide a Bicycle Circulation System** - *The City, in partnership with Orange and Seminole Counties, MetroPlan Orlando, and other local and state agencies, will continue to plan, fund and construct a network of bicycle facilities as depicted in the Winter Park Pedestrian and Bicycle Circulation Plan as amended, to increase the non-motorized transportation system.*
 - The existing 5ft sidewalk along Gay Road will be updated to an 8ft sidewalk to take a first step in providing a better bike circulation system along the Gay Road corridor. In addition, bike racks will be available in the event cyclists using the 8ft sidewalk must also access the building.
- **Policy 2-1.1.6 Tree Canopy & Landscaping Along Transportation System** - *Recognizing the integral part of the City's tree canopy and landscaping along the right-of-way, the City will see to protect the existing canopy and landscaping and expand it where possible in support of the Mobility Plan.*
 - The proposed Gay Road office building has been reduced in square footage from 30,000sf to 25,000sf and shifted south. These changes allow for an enhanced landscape buffer area along Gay Road that averages 20ft in width. The required landscape buffer width in this area is 10ft. Live Oaks will be utilized within this enhanced buffer area to encourage the development of tree canopy and provide extensive shade along this right-of-way.
 - A "pocket park" styled pedestrian walkway has been included along the western site boundary connecting Gay Road and Trovillion Avenue. This pocket park styled walk way will provide live oaks within the landscape design to further expand the tree canopy/shade from the right-of-way into the site while providing multi-modal interconnectivity from Gay Road to Trovillion Avenue.
- **Policy 2-1.1.7 Support the Development of a Regional Trails System** - *The City will coordinate with MetroPlan Orlando, the Cities of Orlando and Maitland, and Counties of Orange and Seminole to identify, program, and fund pedestrian and multiuse trails within the City limits as part of a regional trails system..*
 - The 5ft sidewalk along Gay Road will be expanded to an 8ft sidewalk. Expanding this portion of sidewalk will provide a future option if/when the City decides to expand a portion of the trails system in this area.

Public Facilities Element

According to City **Policy 4-6.1.3** the Gay Road Office Complex is allowed a max impervious area of 85% (1.44ac). Under this revised submittal, the impervious area has been further reduced to 72.3% (1.22ac).

Conservation Element

An electric vehicle charging station has been added to the features of the Gay Road Office Complex in an effort to follow suit with City **Policy 5-1.1.9** to promote alternative transportation fuels within the capital purchasing process for new motor vehicles used to transport city staff. It is our goal to also promote the use of electric vehicles among the building tenants by providing a charging facility.

Recreation & Open Space Element

Objective 6-3.4 within the City of Winter Park Comprehensive Plan states, “The City shall provide a park and open space system to interconnect parks by pedestrian and bicycle path lanes.” The following policies under this objective are areas the revised site design looks to champion.

- **Policy 6-3.4.1: Link Parks & Public Open Space** - The City shall provide bikeways, where possible and where public safety permits, to link open space and parks both internally and regionally to Winter Park. New park location and design should take into consideration the presence or feasibility to the park with other City facilities via bicycle paths and lanes.
 - The existing 5ft sidewalk along Gay Road will be updated to an 8ft sidewalk to encourage the expansion of bikeways along Gay Road.
 - The landscaped area along the western site boundary will be stylized as a pocket park and be accessible from the updated 8ft sidewalk and bikeway proposed along Gay Road.
 - This park will provide the opportunity to provide a more intimate scale landscape design to serve as an enhancement for pedestrians using this cross connection.
- **Policy 6-3.4.4: Integration of Park System & Bicycle Trails** - At the next update of the Park Master Plan, the bicycle trail system interconnecting parks and public places shall be included as a component of the Park Master Plan. The interconnection of parks with bicycle trails, paths, and lanes shall be addressed as part of the Park Master Plan update.
 - An updated 8ft sidewalk, a “pocket park” pedestrian walkway along the western site boundary, and a 5ft sidewalk along Gay Road have been proposed under this revised Gay Road Office Complex submittal. Incorporating these three (3) elements in the design provides pedestrian interconnection from Trovillion Avenue to Gay Road via enhanced pathways and new walkways that didn’t exist in public areas prior to this project.
- **Policy 6-3.4.5: Bicycle Parking Facilities at Parks** - All neighborhood, community, special purpose parks shall provide bicycle racks or similar parking facilities. Bicycle parking facilities shall be conveniently located within parks and placed at visible locations.
 - Bicycle racks will be provided in a visible location near the site entrance under this revised Gay Road Office Complex submittal.



In, addition to the aforementioned city policy compliance, a multitude of sustainable features and best practices are integral to the Gay Road Office Complex. Some of the sustainable features include:

- The Shading of Parking Areas to reduce the “heat island effect”, a phenomenon by which urban areas become warmer than their surroundings.
- Electric Vehicle charging stations as well as parking for electric and hybrid vehicles.
- Local sustainable landscaping, in order to reduce water consumption and support native fauna.
- Large windows in order to utilize natural light sources, as well as interior low wattage LED lighting fixtures.
- A white, highly reflective roof material in order to reduce cooling.
- Inclusion of Bike racks to encourage users of the office complex to utilize sustainable methods of transportation.

If you have any further questions, please do not hesitate to contact our office.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

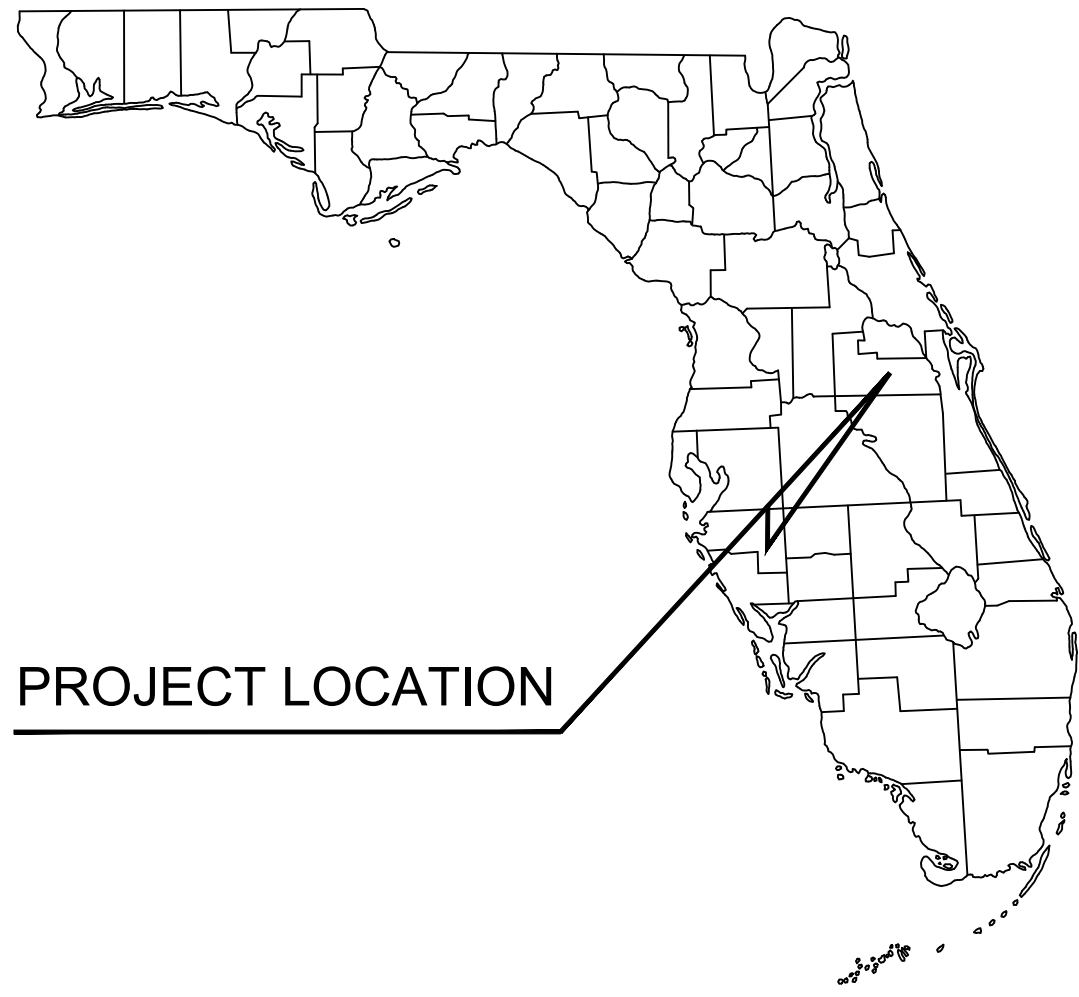
A handwritten signature in black ink, appearing to read "Jonathan A. Martin".

Jonathan A. Martin, P.E.

Sr. Vice President

C:\Users\Marcus.Geiger\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\11KSJG8Y\Gay Road Cover Letter Items V3 Draft.docx

Drawing name: K:\ORL_Civil\149973000-Gay Road\CADD\CONST\PlanSheets\Development Plan\DP0.0-COVER.dwg DP0.0-COVER Jun 06, 2019 7:39am by: marcus.geiger
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PROJECT LOCATION

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LOTS 5, 6, 7, 8, 9, 10 AND 11, BLOCK B, KILLARNEY SHORES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK Q, PAGE 135, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

THE EAST 30 FEET OF THE VACATED STREET LYING WEST OF LOT 8, BLOCK B, KILLARNEY SHORES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK Q, PAGE 135, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND LAND LYING ON THE NORTH THEREOF EXTENDING TO THE SOUTH RIGHT OF WAY LINE OF GAY ROAD, BEING A PART OF VACATED SOUTH BOULEVARD;

AND

THE EAST 30 FEET OF THE VACATED STREET LYING WEST OF LOT 9, BLOCK B, KILLARNEY SHORES, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK Q, PAGE 135, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

GAY ROAD OFFICE COMPLEX

COMPREHENSIVE PLAN AMENDMENT / CHANGE IN ZONING CLASSIFICATION

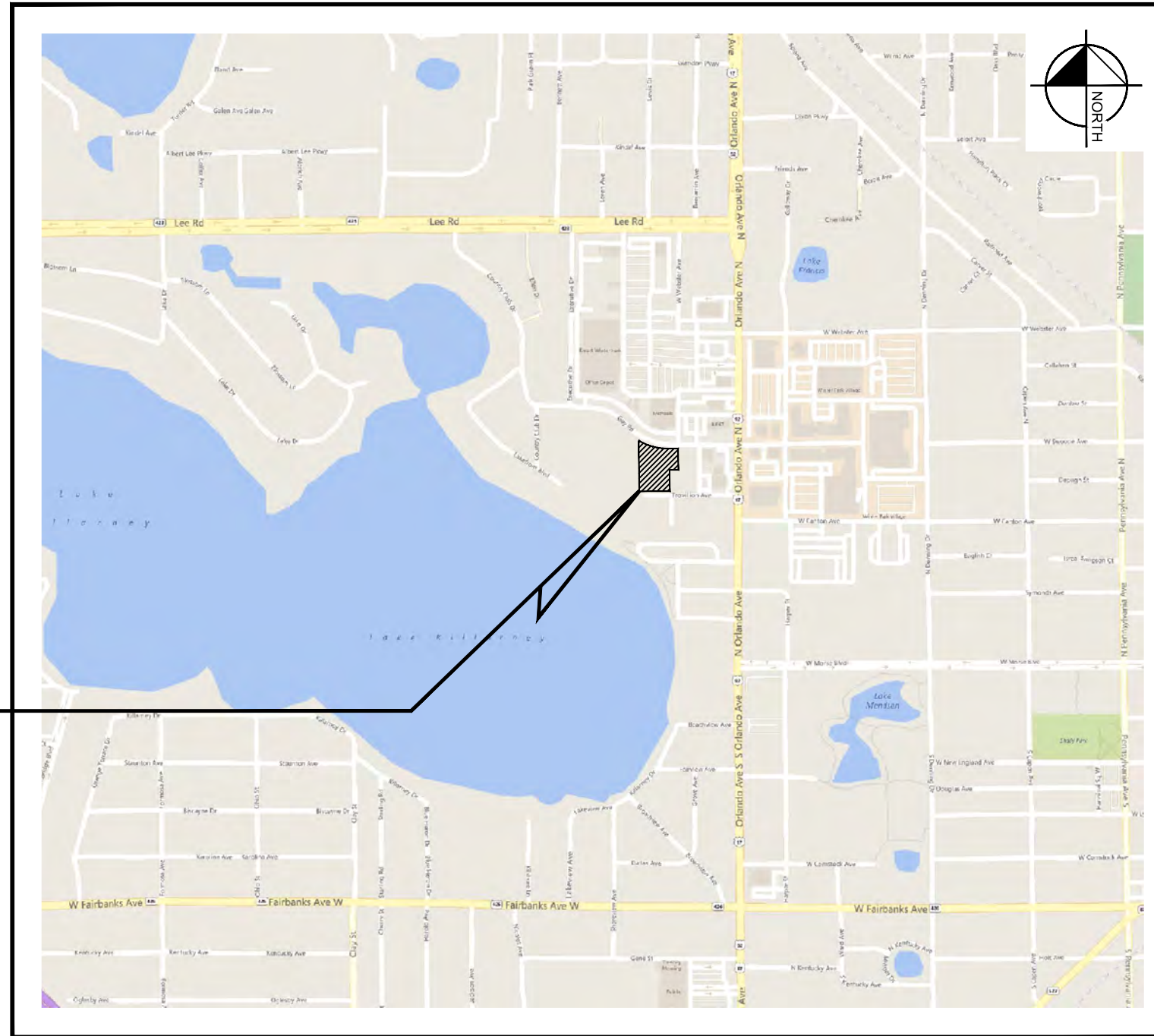
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PARCEL # 01-22-29-4184-02-060

PARCEL # 01-22-29-4184-02-070

PARCEL # 01-22-29-4184-02-090

1428 GAY ROAD
WINTER PARK, FLORIDA
JUNE 7, 2019



PROJECT LOCATION

SECTION 01, TOWNSHIP 22S, RANGE 29E

VICINITY MAP

PROJECT TEAM

DEVELOPER

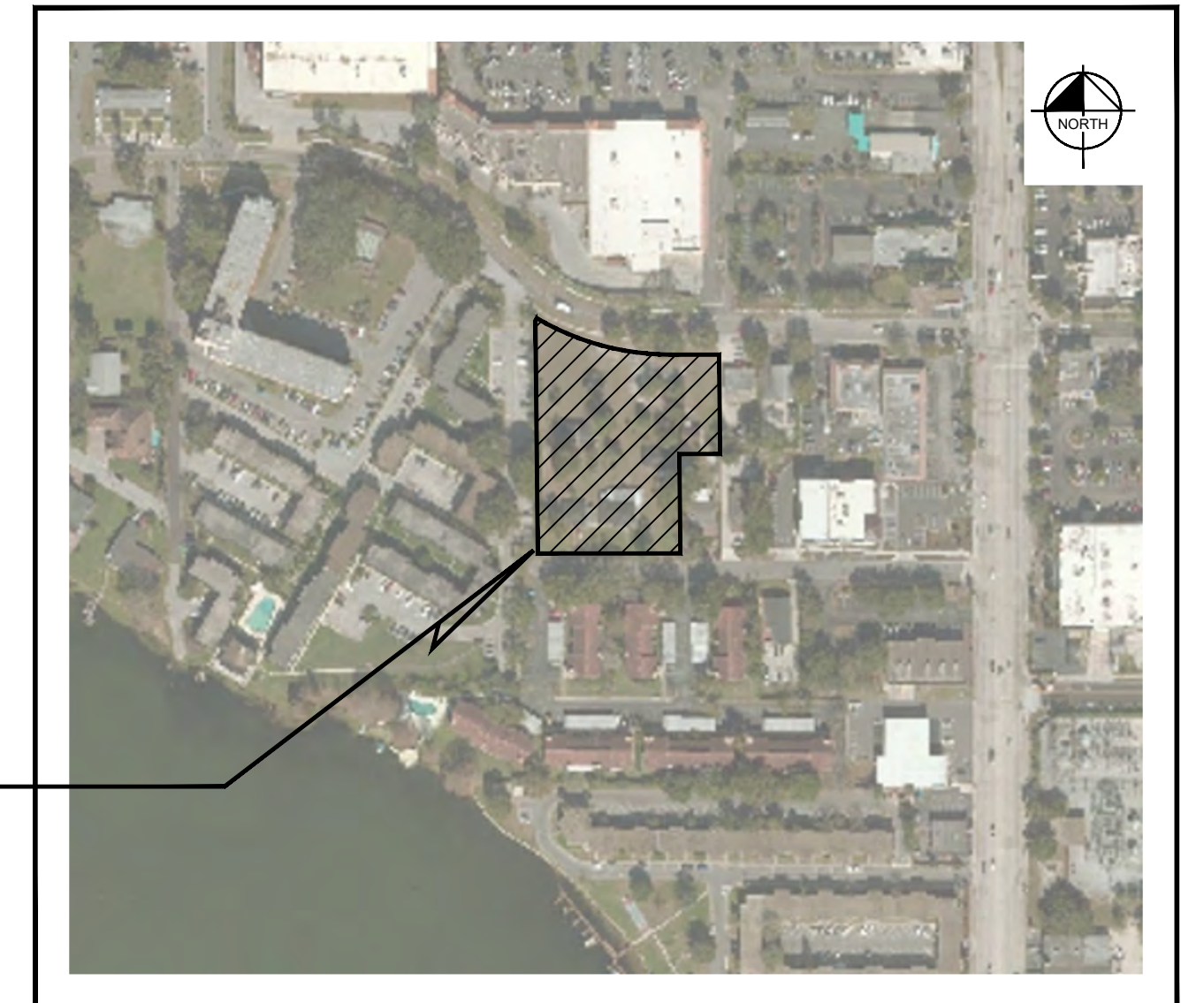
V3 CAPITAL GROUP, LLC
1009 MAITLAND CENTER COMMONS BLVD.
SUITE 209
MAITLAND, FL 32751
CONTACT: TREY VICK
PHONE: (321) 663-0454
EMAIL: Trey@V3CapGroup.com

ENGINEER

KIMLEY HORN AND ASSOCIATES
189 SOUTH ORANGE AVE, SUITE 1000
ORLANDO, FL 32801
CONTACT: JONATHAN A. MARTIN, P.E.
PHONE: (407) 898-1511
EMAIL: Jonathan.Martin@kimley-horn.com

SURVEYOR

ACCUMAP SURVEYING, LLC
2919 MONTFICHET LANE
WINTER PARK, FL 32792
CONTACT: DONALD A. HORNE, PSM
PHONE: (407) 657-2568
EMAIL: Don@Accumapsurveying.com



PROJECT LOCATION

AERIAL PHOTOGRAPH

N.T.S.

Sheet List Table

| Sheet Number | Sheet Title |
|--------------|------------------------------------|
| DP0.0 | COVER |
| DP1.0 | OVERALL SITE PLAN |
| DP2.0 | PAVING, GRADING, AND DRAINAGE PLAN |
| DP3.0 | UTILITY PLAN |
| L1.0 | LANDSCAPE PLAN |
| S-1 | SURVEY |
| ES-10 | SITE PHOTOMETRIC PLAN |

PREPARED BY

Kimley»Horn

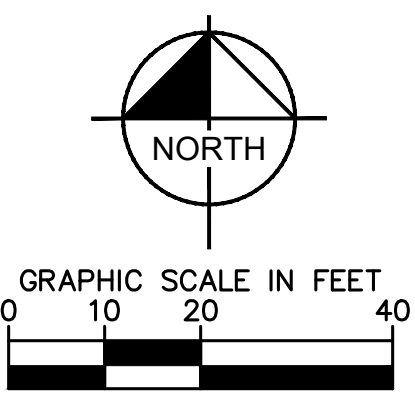
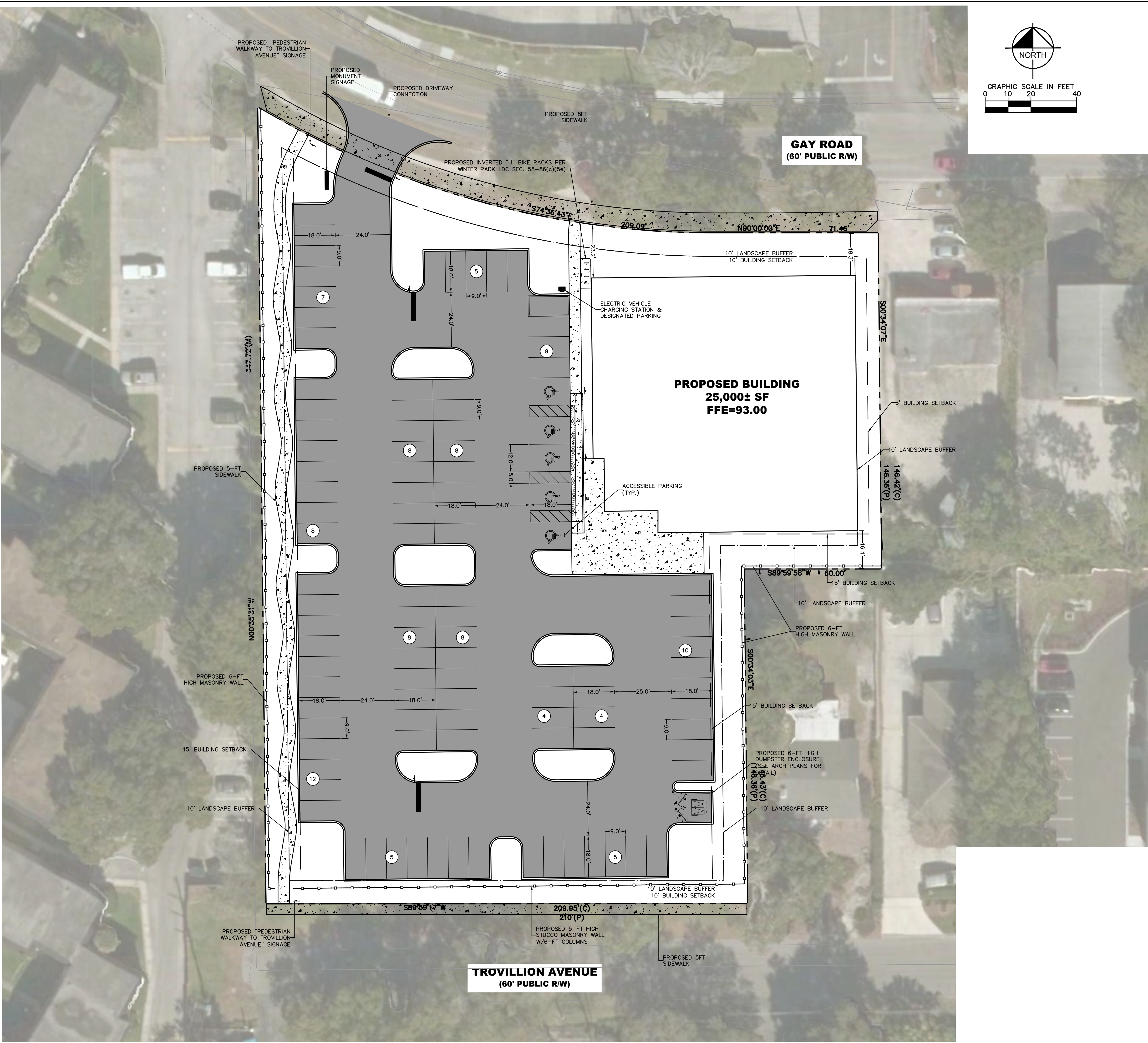
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
189 South Orange Avenue, Suite 1000, Orlando, FL 32801
Phone: (407) 898-1511
WWW.KIMLEY-HORN.COM CA 00000696

JONATHAN A. MARTIN, P.E.
FL P.E. NO. 54055

GAY ROAD OFFICE COMPLEX
07/09/2019
ENGINEER'S PROJECT No. 149973000

| REVISIONS: | DATE | BY |
|----------------|----------|----|
| 1. DESCRIPTION | 06-07-19 | |
| 2. REVISIONS | | |
| 3. COMMENTS | | |

Plotted By: Geier, Marcus Sheet Set: GAY ROAD OFFICE COMPLEX Layout: DP1.0 OVERALL SITE PLAN Date: 06/05/2019 07:38:41am K:\ORL\Civil\149973000-Gay Road\CADD\CONSTR\PlanSheets\Development Plan\DP1.0 OVERALL SITE PLAN.dwg
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| | |
|--|--|
| SITE DATA | |
| TOTAL SITE AREA: | 1.694 AC (73,803 SF) |
| EXISTING ZONING: | R-3 (MEDIUM DENSITY MULTIPLE FAMILY RESIDENTIAL) |
| FUTURE LAND USE: | O-2 (OFFICE) |
| EXISTING USE: | MEDIUM DENSITY OFFICE PROFESSIONAL |
| PROPOSED USE: | OFFICE PROFESSIONAL |
| PARCEL I.D.: | 01-22-29-4184-02-050 01-22-29-4184-02-060 01-22-29-4184-02-070 01-22-29-4184-02-090 |
| PROPERTY ADDRESS: | 1428 GAY ROAD |
| BUILDING SUMMARY | |
| PROPOSED INTERIOR BUILDING AREA | |
| 1ST FLOOR AREA: | 12,500 SF |
| 2ND FLOOR AREA: | 12,500 SF |
| TOTAL FLOOR AREA: | 25,000 SF |
| BUILDING F.A.R. | |
| MAX. ALLOWED F.A.R.: | 0.45 (O-2 ZONING) |
| PROPOSED F.A.R.: | 0.34 |
| BUILDING HEIGHT | |
| MAX BUILDING HEIGHT: | 2 STORY LIMITS (30-FT) |
| PROPOSED BUILDING HEIGHT: | 2 STORIES (30-FT) |

| | | |
|------------------------------------|----------------|----------------|
| BUILDING SETBACKS: | | |
| FRONT (GAY ROAD & TROVILLION AVE.) | REQUIRED 10 FT | PROVIDED 10 FT |
| SIDE (EAST RESIDENTIAL) | 15 FT | 15 FT |
| SIDE (EAST OFFICE) | 5 FT | 5 FT |
| SIDE (WEST) | 15 FT | 15 FT |

| | | |
|------------------------------------|----------------|----------------|
| LANDSCAPE BUFFERS | | |
| FRONT (GAY ROAD & TROVILLION AVE.) | REQUIRED 10 FT | PROVIDED 10 FT |
| SIDE (NORTH) | 10 FT | 10 FT |
| SIDE (SOUTH) | 10 FT | 10 FT |

| | | |
|--------------------------------|-------------------|--|
| IMPERVIOUS AREA SUMMARY | | |
| MAXIMUM ALLOWABLE: | 85.0% (62,733-SF) | |
| EXISTING IMPERVIOUS: | 12.8% (9,337-SF) | |
| PROPOSED IMPERVIOUS: | 72.3% (53,358-SF) | |

| | | |
|-------------------------------------|------------------|--|
| EXISTING LOT IMPERVIOUS AREA | | |
| BUILDING AREA: | 6,545-SF | |
| CONCRETE/PAVEMENT: | 2,792-SF | |
| TOTAL IMPERVIOUS: | 9,337-SF (12.8%) | |

| | | |
|----------------------------|-------------------|--|
| EXISTING GREEN AREA | | |
| LANDSCAPE AREA: | 64,466-SF | |
| TOTAL GREEN AREA: | 64,466-SF (87.2%) | |

| | | |
|-------------------------------------|-------------------|--|
| PROPOSED LOT IMPERVIOUS AREA | | |
| BUILDING AREA: | 12,500-SF | |
| CONCRETE/PAVEMENT: | 40,858-SF | |
| TOTAL IMPERVIOUS: | 53,358-SF (72.3%) | |

| | | |
|----------------------------|-------------------|--|
| PROPOSED GREEN AREA | | |
| LANDSCAPE AREA: | 20,443-SF | |
| TOTAL GREEN AREA: | 20,443-SF (27.7%) | |

| REQUIRED PARKING (OFFICE BUILDINGS) | | |
|---|-----------|------------|
| | AREA (SF) | SPACES |
| 1 SPACE PER 250-SF OF GROSS FLOOR SPACE | 20,000 | 80 |
| 1 SPACE PER 333-SF OF GROSS FLOOR SPACE | 5,000 | 16 |
| TOTAL PARKING SPACES REQUIRED | | 96 |
| PROVIDED PARKING | | |
| | | SPACES |
| STANDARD SPACES | | 96 |
| ACCESSIBLE SPACES | | 5 |
| TOTAL PARKING SPACES PROVIDED | | 101 |

STORMWATER MANAGEMENT
PROPERTY HAS BEEN DESIGNED TO PROVIDE 2.00-INCHES (OVER PROPOSED IMPERVIOUS AREA) PLUS AN ADDITIONAL 0.5-INCHES (OVER PROPOSED BASIN) OF ONSITE RETENTION THROUGH THE USE OF AN ONSITE RETENTION SYSTEM.

SUBJECT LOT ULTIMATELY DISCHARGES TO THE CITY OF WINTER PARK RIGHT-OF-WAY.

100-YEAR FLOOD PLAIN:
NOT APPLICABLE. THE SUBJECT PROPERTY IS LOCATED OUTSIDE THE 100-YEAR FLOODPLAIN, IN ITS ENTIRETY. "ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN," PER FEMA FIRM PANEL 12095C0255F, DATED SEPT. 25, 2009.

PHASING
SITE WORK WILL BE COMPLETED IN ONE (1) SINGLE PHASE.

SITE LIGHTING:
ALL EXTERIOR SITE LIGHTING SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 58, ARTICLE V OF THE CITY OF WINTER PARK LAND DEVELOPMENT CODE.

SITE SIGNAGE:
SITE SIGNAGE SHALL BE IN ACCORDANCE WITH CHAPTER 58, ARTICLE IV OF THE CITY OF WINTER PARK LAND DEVELOPMENT CODE.

BICYCLE RACKS
EIGHT (8) BICYCLE SPACES (4 RACKS) ARE PROPOSED TO BE PROVIDED ON-SITE. BICYCLE RACKS ARE TO BE IN ACCORDANCE WITH CITY OF WINTER PARK LDC SEC. 58-86(c)(5e).

Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

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|---|---|---|--------------|
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| | REVISIONS No. DATE BY | | |

GAY ROAD OFFICE COMPLEX

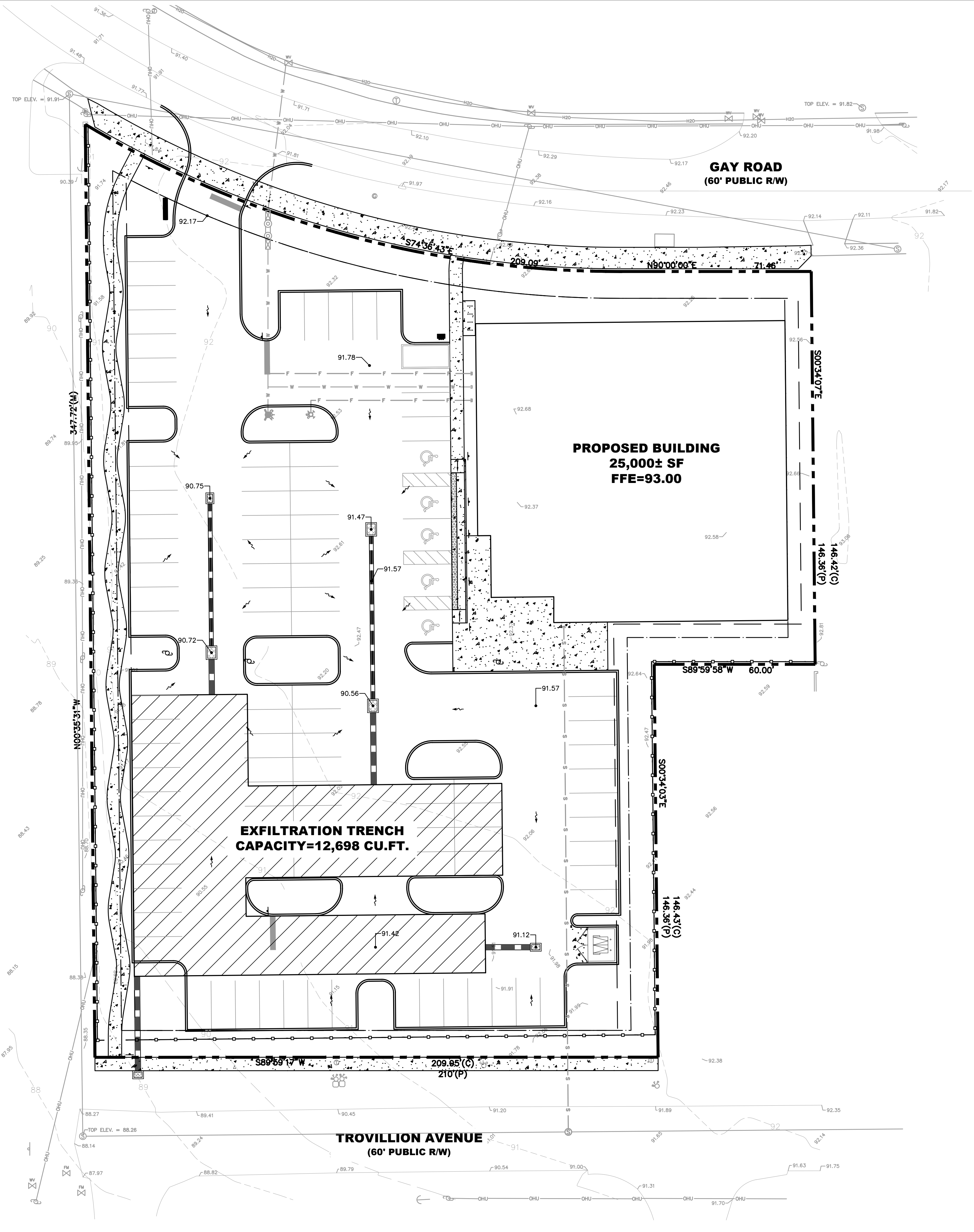
OVERALL SITE PLAN

CITY OF WINTER PARK

FLORIDA

SHEET NUMBER
DP1.0

Plotted By: Geier, Marcus - Sheet Set: GAY ROAD OFFICE COMPLEX - L:\you\DP2.0 PAVING GRADING AND DRAINAGE PLAN - June 05, 2019 - 07:39:45am - K:\ORL-Civil\149972600-Gay Road\CADD\CONSTR\PlanSheets\Development Plan\DP2.0-PAVING, GRADING, & DRAINAGE PLAN.dwg
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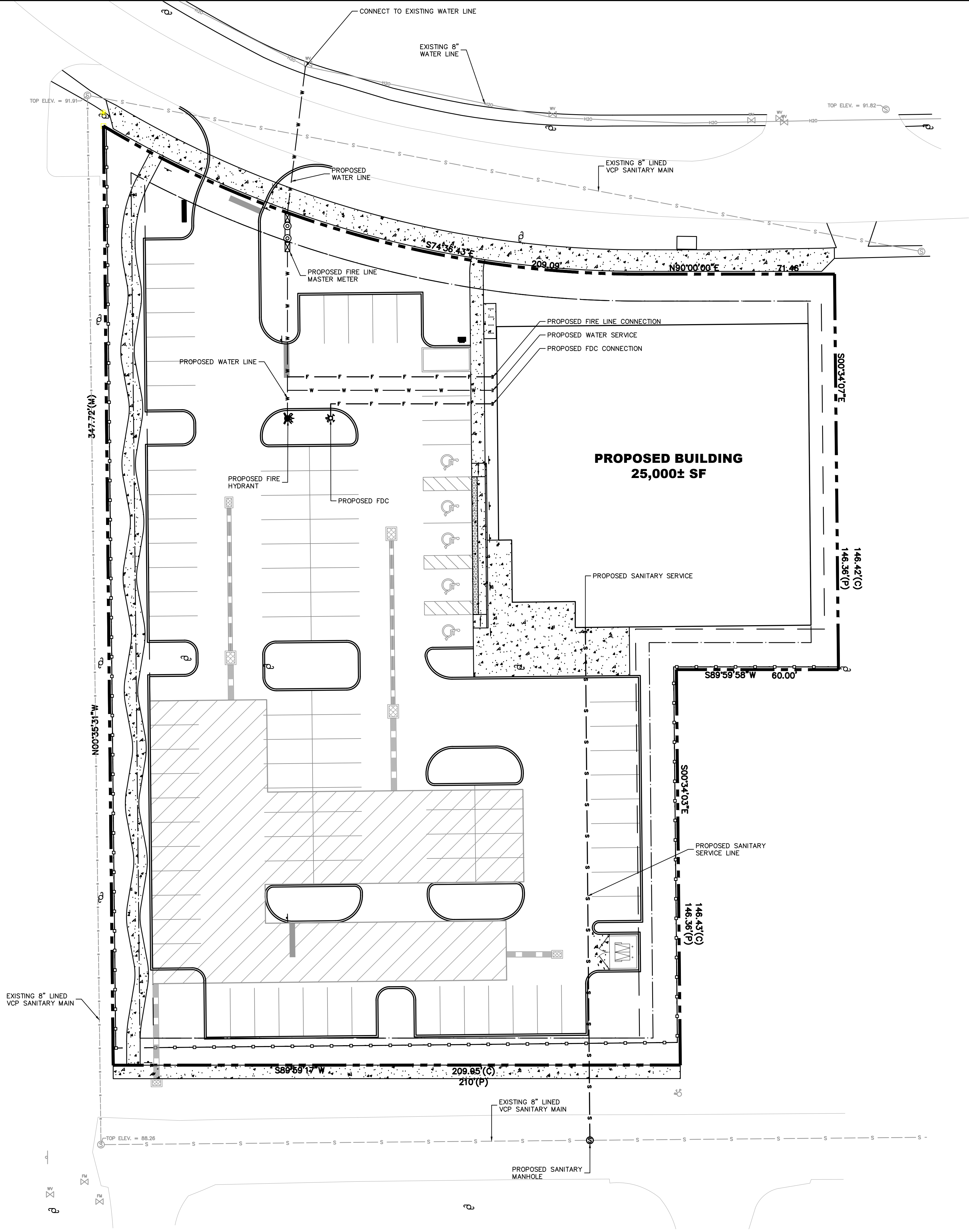
Sunshine811.com

- LEGEND**
- DIRECTION OF SURFACE WATER RUNOFF
 - PROPOSED SPOT ELEVATION
 - PROPOSED DRAINAGE PIPE
 - PROPOSED STORM INLET
 - PROPOSED STORM MANHOLE
 - EXISTING STORM PIPE
 - EXISTING CURB INLET
 - EXISTING STORM INLET

DRAINAGE NOTE:
1. THE SIZE, LOCATION, AND POINTS OF CONNECTION FOR STORM SEWER AS WELL AS GRADING OF THE SITE IS SUBJECT TO CHANGE DURING FINAL ENGINEERING REVIEW.

NOTES:
1. ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.

| | | | | | | | | |
|-------------------------|------------------------------------|---------|---------------------|-----------------------|--|---|------------------|------------|
| GAY ROAD OFFICE COMPLEX | PAVING, GRADING, AND DRAINAGE PLAN | FLORIDA | CITY OF WINTER PARK | SHEET NUMBER DP2.0 | <p>© 2019 KIMLEY-HORN AND ASSOCIATES, INC. 189 S ORANGE AVE, SUITE 1000, ORLANDO, FL 32801 PHONE: 407-898-1511 WWW.KIMLEY-HORN.COM CA 00000696</p> | REVISED PER CITY COMMENTS 06-05-19 MIG | REVISIONS No. | BY DATE |
| | | | | | | | | |



LEGEND

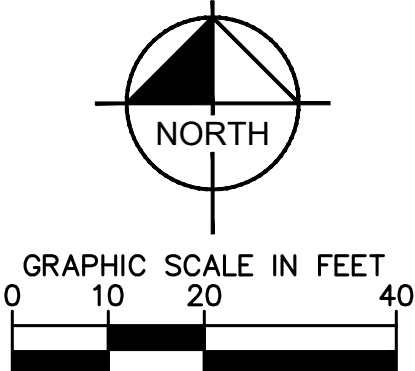
- EXISTING WATER LINE
- EXISTING FIRE HYDRANT
- EXISTING WATER METER
- EXISTING SANITARY SEWER PIPE
- EXISTING SANITARY SEWER MANHOLE
- PROPOSED WATER LINE
- PROPOSED FIRE LINE
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY SEWER LINE
- PROPOSED SANITARY SEWER MANHOLE
- EXISTING STORM PIPE
- PROPOSED STORM PIPE
- PROPOSED STORM INLET
- PROPOSED STORM MANHOLE

UTILITY NOTE:

1. THE SIZE, LOCATION AND POINTS OF CONNECTION FOR WATER, WASTEWATER AND RECLAIMED WATER MAINS SHALL BE FINALIZED AT TIME OF CONSTRUCTION PLAN REVIEW.

NOTES:

1. ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.



Always call 811 two full business days before you dig to have underground utilities located and marked.



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| CITY OF WINTER PARK | | | | | | | | | | FLORIDA | | | | | | | | | | SHEET NUMBER | | | | | | | | | | DP3.0 | | | | | | | | | | Kimley»Horn | | | | | | | | | | 189 S ORANGE AVE, SUITE 1000, ORLANDO, FL 32801 | | | | | | | | | | PHONE: 407-898-1511 | | | | | | | | | | WWW.KIMLEY-HORN.COM | | | | | | | | | | CA 0000696 | | | | | | | | | | REVISIONS | | | | | | | | | | DATE | | | | | | | | | | BY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 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ENTRANCE

WEST ELEVATION



ENTRANCE

SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION



GAY ROAD OFFICE COMPLEX

Gay Road & Orlando Avenue (US Hwy 17-92) - Winter Park, FL • C&P Project #2180673 • 06-06-19



NORTHEAST VIEW FROM PATHWAY

GAY ROAD OFFICE COMPLEX

Gay Road & Orlando Avenue (US Hwy 17-92) - Winter Park, FL • C&P Project #2180673 • 06-06-19



NORTHEAST VIEW FROM TROVILLION AVENUE

GAY ROAD OFFICE COMPLEX

Gay Road & Orlando Avenue (US Hwy 17-92) - Winter Park, FL • C&P Project #2180673 • 06-06-19

PEDESTRIAN
CONNECTION

LITTLE GEM
MAGNOLIA

TREE CANOPY

LIVE OAK

PEDESTRIAN
CONNECTION

TREE CANOPY

GAY ROAD

**2-STORY
OFFICE
BUILDING
+/- 25,000 SF**



CREPE MYRTLE

TROVILLION AVENUE

SCREEN WALL DETAIL

PRE-ENGINEERED STUCCO
FINISHED WALL (PAINTED TO
MATCH BODY OF BUILDING)

STUCCO FINISHED MASONRY
PILASTERS (PAINTED TO MATCH
DARK ACCENTS OF BUILDING)



TREE SCHEDULE



LITTLE GEM MAGNOLIA

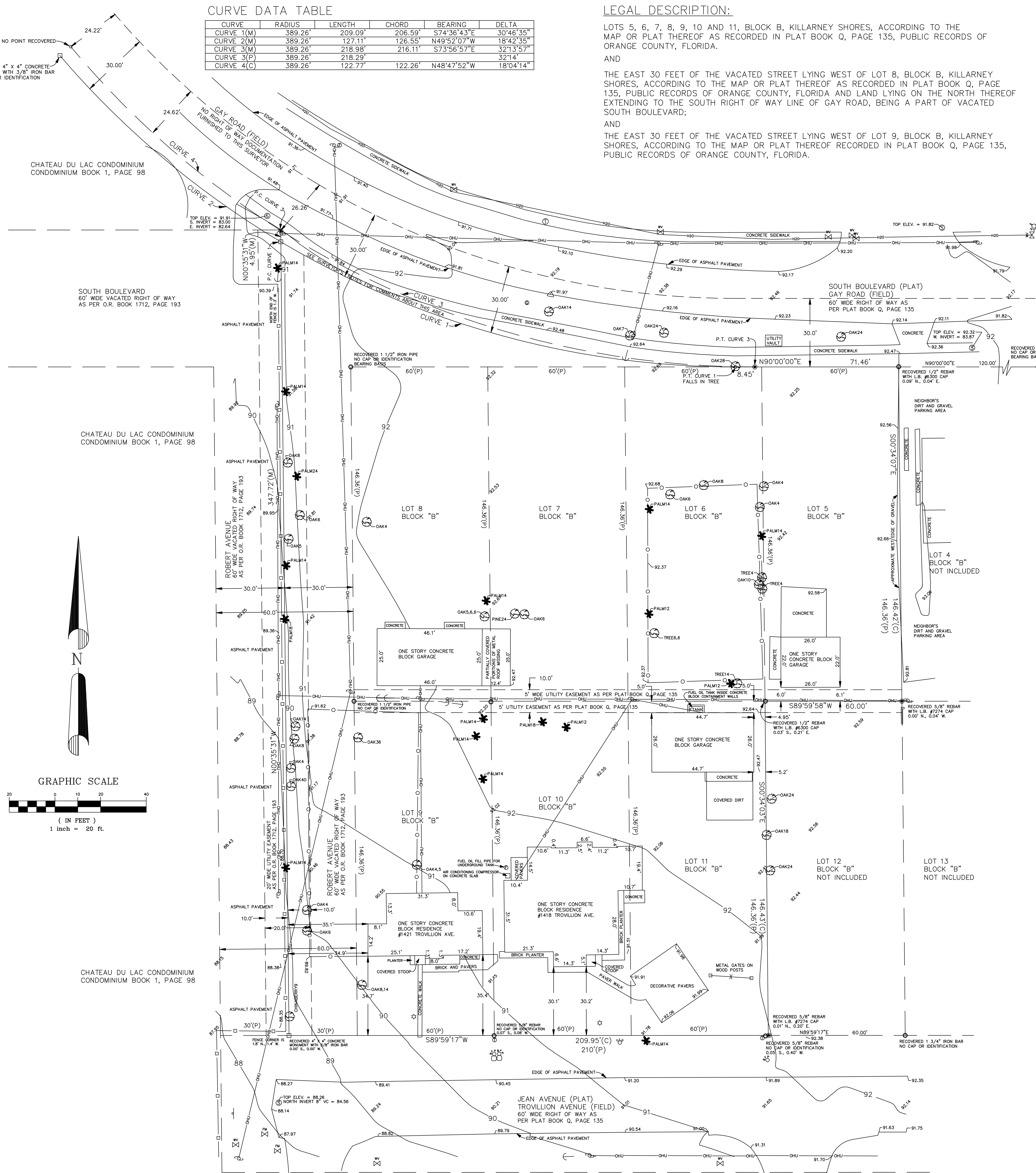


LIVE OAK



CREPE MYRTLE

ORLANDO AVENUE (US HWY 17-92)



| CURVE DATA TABLE | | | | | |
|------------------|---------|---------|---------|-------------|-----------|
| CURVE | RADIUS | LENGTH | CHORD | BEARING | DELTA |
| CURVE 1(M) | 389.26' | 209.09' | 208.59' | S74°36'43"E | 30°46'35" |
| CURVE 2(M) | 389.26' | 127.11' | 126.55' | N49°52'07"W | 18°42'35" |
| CURVE 3(M) | 389.26' | 218.98' | 216.11' | S73°56'57"E | 32°13'57" |
| CURVE 3(P) | 389.26' | 218.29' | | | 32°14' |
| CURVE 4(C) | 389.26' | 122.77' | 122.26' | N48°47'52"W | 18°04'14" |

LEGAL DESCRIPTION:

LOTS 5, 6, 7, 8, 9, 10 AND 11, BLOCK B, KILLARNEY SHORES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK Q, PAGE 135, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

THE EAST 30 FEET OF THE VACATED STREET LYING WEST OF LOT 8, BLOCK B, KILLARNEY SHORES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK Q, PAGE 135, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND LAND LYING ON THE NORTH THEREOF EXTENDING TO THE SOUTH RIGHT OF WAY LINE OF GAY ROAD, BEING A PART OF VACATED SOUTH BOULEVARD;

AND

THE EAST 30 FEET OF THE VACATED STREET LYING WEST OF LOT 9, BLOCK B, KILLARNEY SHORES, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK Q, PAGE 135, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON THE NORTH LINE OF LOTS 3 THROUGH 8, BLOCK B, HAVING AN ASSUMED BEARING OF N90°00'00"W AND A MEASURED DISTANCE OF 360.01 FEET.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THIS SURVEYOR HAS NOT CONDUCTED ANY TITLE RESEARCH OR ABSTRACTING. THIS SURVEY WAS PREPARED FOR THE SOLE PURPOSE OF PROVIDING THE CLIENT WITH BOUNDARY AND TOPOGRAPHIC INFORMATION TO BE USED FOR PLANNING POTENTIAL SITE IMPROVEMENTS.

PLEASE DIRECT YOUR ATTENTION TO THE AREA ALONG THE NORTH SIDE OF THE SUBJECT PROPERTY SPECIFICALLY THE AREA BETWEEN CURVE 1 AND CURVE 3 AS SHOWN HEREON. THERE APPEARS TO BE CONFLICTING EVIDENCE, BOTH ON THE GROUND IN THE FIELD AND IN THE RECORDED DOCUMENTS LISTED HEREON, AS TO THE POSITION OF THE SOUTHERLY RIGHT OF WAY LINE OF GAY ROAD. CURVE 3 APPEARS TO BE A RECENTLY FIELD MONUMENTED (5/8" REBARS WITH L.B. #7274 CAPS) POSITION FOR THE SOUTHERLY LINE OF GAY ROAD USING ONLY THE DATA SHOWN ON THE PLAT OF KILLARNEY SHORES (PLAT BOOK Q, PAGE 135). CURVE 1 REPRESENTS THIS SURVEYOR'S INTERPRETATION OF THE POSITION OF THE SOUTHERLY LINE OF GAY ROAD USING THE KILLARNEY SHORES PLAT DATA, THE REFERENCED CONDOMINIUM BOOK AND PAGE, THE OLDER RECOVERED FIELD MONUMENTATION (4" X 4" CONCRETE MONUMENTS) AND THE POSITION OF THE OBSERVABLE IMPROVEMENTS (ROAD, SIDEWALKS, UTILITIES, ETC.) WITHIN THE RIGHT OF WAY. THERE MAY BE ADDITIONAL DOCUMENTS RECORDED IN THE PUBLIC RECORDS OR IN THE ARCHIVES OF EITHER THE CITY OF WINTER PARK AND/OR THE COUNTY OF ORANGE (AND NOT PROVIDED TO THIS SURVEYOR) THAT MAY PROVIDE ADDITIONAL EVIDENCE FOR THE POSITION OF THE SOUTHERLY RIGHT OF WAY LINE OF GAY ROAD. THE LANDS BETWEEN CURVE 1 AND CURVE 3 AS SHOWN HEREON CONTAIN 462.8 SQUARE FEET MORE OR LESS.

NON-VISIBLE AND/OR UNDERGROUND IMPROVEMENTS WERE NOT LOCATED, EXCEPT AS OTHERWISE SHOWN.

THERE MAY BE EASEMENTS AND/OR RESTRICTIONS OF RECORD AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR OR SHOWN HEREON THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.

THERE MAY BE ENVIRONMENTAL ISSUES AND/OR OTHER MATTERS REGULATED BY VARIOUS DEPARTMENTS OF FEDERAL, STATE OR LOCAL GOVERNMENTS AFFECTING THE SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.

UTILITY LOCATIONS AS SHOWN HEREON ARE BASED ON FIELD LOCATION OF SURFACE MARKINGS BY UTILITY COMPANY REPRESENTATIVES. THIS SURVEYOR DOES NOT WARRANT THE ACCURACY OF ANY UNDERGROUND LOCATIONS AND YOUR ATTENTION IS DRAWN TO THE FACT THAT THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES THAT WERE NOT SURFACE MARKED AND/OR LOCATED AND/OR SHOWN HEREON.

HAVING EXAMINED THE FLOOD INSURANCE RATE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, IT IS THE OPINION OF THIS SURVEYOR THAT THE LANDS SHOWN AND DESCRIBED HEREON LIE IN FLOOD ZONE "X," DEFINED ON SAID F.I.R.M. AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN." SEE MAP NUMBER 12095C0255 F, DATED 09-25-2009.

ELEVATIONS AS SHOWN HEREON ARE BASED ON ORANGE COUNTY BENCHMARK 1010003A WHICH IS A SQUARE CUT IN THE TOP OF THE CURB AT THE NORTHWEST CORNER OF HIGHWAY 17-92 AND GAY ROAD HAVING AN ELEVATION OF 89.938 AND BEING REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

THE SOURCE OF THE LEGAL DESCRIPTION SHOWN HEREON IS THE TRUSTEE DEED RECORDED IN OFFICIAL RECORD BOOK 9859 AT PAGE 6384 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

THE SUBJECT PROPERTY CONTAINS 73,803.4 SQUARE FEET OR 1.671 ACRES, MORE OR LESS.

SURVEY DATE (LAST DATE OF FIELD WORK): DECEMBER 22, 2016.

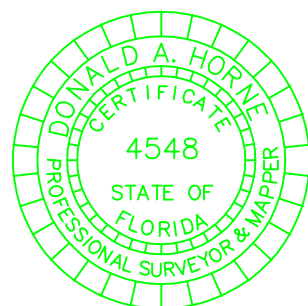
MAP LEGEND:

- (C) INDICATES A CALCULATED DISTANCE AND/OR DIRECTION.
- (P) INDICATES A PLAT DISTANCE AND/OR DIRECTION.
- (M) INDICATES A MEASURED DISTANCE AND/OR DIRECTION.
- LB INDICATES LAND SURVEYING BUSINESS.
- LS INDICATES INDIVIDUAL LICENSED LAND SURVEYOR.
- PSM INDICATES PROFESSIONAL SURVEYOR AND MAPPER.
- INDICATES A RECOVERED 5/8" REBAR WITH LB #7274 "BSM" CAP.
- INDICATES A RECOVERED 4" X 4" CONCRETE MONUMENT WITH A 3/8" IRON BAR.
- ⊙ INDICATES A SPOT ELEVATION SHOT AT THE DECIMAL POINT LOCATION.
- ⊙ INDICATES A SPOT ELEVATION SHOT AT THE END OF THE LEADER LOCATION.
- ⚡ INDICATES A FIRE HYDRANT.
- ⌵ INDICATES A WOOD UTILITY POLE.
- ⌵ INDICATES A GUY WIRE ANCHOR.
- ⌵ INDICATES AN OVERHEAD LIGHT ON A METAL OR WOOD POST.
- ⌵ INDICATES A METAL SIGN ON A METAL POST.
- ⌵ INDICATES A BACK FLOW PREVENTER.
- INDICATES A WATER METER AND VALVE BOX.
- ⊙ INDICATES A COMMUNICATION JUNCTION BOX.
- ⊙ INDICATES A GAS LINE WARNING POST.
- ⊙ INDICATES A WATER VALVE BOX.
- ⊙ INDICATES A SANITARY FORCE MAIN VALVE BOX.
- ⊙ INDICATES A SANITARY SEWER CLEAN OUT.
- ⊙ INDICATES A SANITARY SEWER MANHOLE.
- ⊙ INDICATES A PALM TREE HAVING A 12" DIAMETER AT BREAST HEIGHT.
- ⊙ INDICATES A CHAIN LINK FENCE.
- ⊙ INDICATES A WOOD PRIVACY FENCE.
- ⊙ INDICATES OVERHEAD UTILITY LINE(S).
- ⊙ INDICATES UNDERGROUND WATER MAIN AS SURFACE MARKED BY OTHERS.
- ⊙ INDICATES THE APPROXIMATE LOCATION OF THE 91 FOOT CONTOUR.

ALTA/NSPS CERTIFICATION:

TO: WEKIVA CAPITAL PARTNERS, LLC
LENDER
TITLE UNDERWRITER
CLOSING AGENT

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7g, 8 AND 11 (OBSERVED EVIDENCE) OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON DECEMBER 22, 2016.



DATE OF MAP: DECEMBER 28, 2016

Donald A. Horne 12-28-16

DONALD A. HORNE PSM
FLORIDA LICENSE NO. 4548



PREPARED FOR:

WEKIVA CAPITAL PARTNERS, LLC

225 W. CANTON AVE., #200
WINTER PARK, FLORIDA 32789
407-622-2669

MAP OF
ALTA/NSPS LAND
TITLE SURVEY
GAY ROAD
KILLARNEY SHORES
IN SECTION 01,
TOWNSHIP 22 SOUTH,
RANGE 29 EAST

Surveyor's Certification
THIS IS TO CERTIFY THAT WE HAVE PERFORMED A FIELD SURVEY OF THE HEREIN DESCRIBED PROPERTY FOR THE PURPOSE HEREIN DESCRIBED AND THAT THIS DRAWING IS A REPRESENTATION OF THAT SURVEY AND MEETS THE STANDARDS OF PRACTICE FOR SURVEYS SET FORTH IN CHAPTER 9, F.S. AND THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSE BEING RELIED UPON BY ANY OTHER ENTITY AND/OR INDIVIDUAL WHOSE INTERESTS ARE NOT SHOWN HEREON.
NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
SEE ALTA/NSPS CERTIFICATION BELOW
Donald A. Horne, Florida License #4548
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

| Copyright 2019 © | | Revisions | | REVISION | |
|------------------|-------------------|-----------|---|----------|--|
| Field By / Date | Dr. Kent 12-28-16 | 12-28-16 | ALTA/NSPS SURVEY | | |
| F.I.R.M. | NSPS | 12-28-16 | ADD 7-100 VALVES AND SAN. W/ INHERIT CLAS | | |
| Calc. By | Dr. | | | | |
| Drawn By | Dr. | | | | |
| Checked By | Dr. | | | | |
| Survey File | GA001 | | | | |
| Coordinate File | GA001 | | | | |
| Plotted | 12-28-16 | | | | |

SCALE 1" = 20'

JOB #
DCQ-135

SHEET
1
OF
1



city commission **agenda item**

| | | | |
|---------------------|-----------------|--------------|----------|
| item type | Public Hearings | meeting date | 7/8/2019 |
| prepared by | City Clerk | approved by | |
| board approval | final vote | | |
| strategic objective | | | |

subject

Request of Glen Haven Cemetery: THIS ITEM IS DELAYED UNTIL THE JULY 22 MEETING.

motion / recommendation

background

alternatives / other considerations

fiscal impact