



# city commission agenda

August 26, 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](http://cityofwinterpark.org).

## meeting procedures

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

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

\*times are projected and  
subject to change

## agenda

### 1. Meeting Called to Order

### 2. Invocation

**Ms. Tee Rogers, Humanist Chaplain of UCF**

**Pledge of Allegiance**

### 3. Approval of Agenda

### 4. Mayor's Report

**a. Proclamation - Cindy Bonham Day** 2 minutes

**b. Presentation - Resolution presented by the** 5 minutes

**Florida Association of City Clerk's for retiring  
City Clerk Cindy Bonham**

**5. Citizen Budget Comments**

**6. City Manager's Report**

- a. Parks and Recreation Summer Program Update** 3 minutes

**7. City Attorney's Report**

**8. Non-Action Items**

- a. Financial report for June 30, 2019** 10 minutes

**9. 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)

**10. Consent Agenda**

- a. Approve the minutes of August 12, 2019.** 1 minute
- b. Approve the following piggyback agreements:** 1 minute
  - 1. T.V. Diversified: Increase allowable spend under existing piggyback of City of West Palm Beach contract #ITB-13-14-129 – Lift Station Repairs & Rehabilitation; Not to exceed \$150,000.
  - 2. Cain Enterprises dba Engineering Solutions International: School District of Volusia County contract #RFP S-802BC – Water & Wastewater Facilities – Operations & Maintenance; Not to exceed \$75,000 per year; Initial term valid through 6/30/2021.
  - 3. Audio Visual Innovations: Extension of existing piggyback of State of Florida contract #52161500-ACS-16-1 – Audio Visual Equipment & Accessories; Not to exceed \$75,000 per year; Term valid through 4/14/2021.
- c. Approve the following contract items:** 1 minute
  - 1. Brown & Brown of Florida: Amendment to renew RFP-22-2018 – Insurance Agent/Broker of Record Services; \$80,000.
  - 2. School Board of Orange County, Florida: 2019-2021 School Resource Officer Program; City shall be reimbursed by SBOC in accordance

with the attached schedule; \$787,600.

- d. Approve the following formal solicitations:** 1 minute
1. Mechanical Services of Central Florida: RFP-22-2019 – Community Center Chiller; \$117,538.
  2. Moore Stephens Lovelace: RFP-23-2019 – External Audit Services; Not to exceed \$62,000 per fiscal year.
- e. Approve extension of Old Library Site Task Force through the end of September.** 5 minutes

## **11. Action Items Requiring Discussion**

- a. Discussion of Potential FY20 Budget.** 20 minutes

## **12. Public Hearings**

- a. Request to Terminate Development Agreement for 1345 Clay Street** 5 minutes
- b. Request of Rex-Tibbs Construction for:** 30 minutes
- Subdivision or lot split approval to divide the property at 2700 Wright Avenue, zoned R-1A, into two lots with 65 and 69.41 feet of frontage on the street and lot sizes of 10,129 and 10,816 square feet of land area for each lot. Variances are requested for the proposed lot widths. The applicant is proposing to preserve and dedicate to the city, a permanent easement for the preservation of the three live oak trees located in the rear yards of the new lots.

## **13. City Commission Reports**

### Appeals and Assistance

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

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



# city commission **agenda item**

item type	Invocation	meeting date	8/26/2019
prepared by	City Clerk	approved by	
board approval	final vote		
strategic objective			

## **subject**

Ms. Tee Rogers, Humanist Chaplain of UCF

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**





# city commission **agenda item**

item type	Mayor's Report	meeting date	8/26/2019
prepared by	Communications	approved by	
board approval	N/A final vote		
strategic objective	Exceptional Quality of Life		

## **subject**

Proclamation - Cindy Bonham Day

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**



# city commission **agenda item**

item type	Mayor's Report	meeting date	8/26/2019
prepared by	City Clerk	approved by	
board approval	final vote		
strategic objective			

## **subject**

Presentation - Resolution presented by the Florida Association of City Clerk's for retiring City Clerk Cindy Bonham

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**



# city commission **agenda item**

item type	City Manager's Report	meeting date	8/26/2019
prepared by	City Clerk	approved by	
board approval	final vote		
strategic objective			

## **subject**

Parks and Recreation Summer Program Update

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**



# city commission **agenda item**

item type	Non-Action Items	meeting date	8/26/2019
prepared by	Finance	approved by	N/A
board approval	N/A final vote		
strategic objective	Fiscal Stewardship		

## **subject**

Financial report for June 30, 2019

## **motion / recommendation**

None

## **background**

None

## **alternatives / other considerations**

None

## **fiscal impact**

None

### ATTACHMENTS:

Description

Financial report for June 30, 2019

Upload Date

8/19/2019

Type

Cover Memo

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# Financial Report

For the Month of June (75% of fiscal year lapsed) Fiscal Year 2019

## **General Fund**

The attached statement provides a comparison of actual results to a pro-ration of the adjusted annual budget as well as prior year results for the same period. Below are explanations for any significant variances from either the pro-rated adjusted annual budget or prior year results:

1. Property tax revenues received fiscal year to date are higher than the prior year but are expected to be very close to the annual budget by September 30. Taxable values of property increased by 8.61% over the prior year.
2. Electric utility tax revenues are typically highest in the last three months of the fiscal year and should be enough to make up for the current projected budget shortfall for utility taxes as a whole.
3. Communication services taxes (CST) will likely be about \$300,000 short of the annual budget estimate. CST continues to be a declining source of revenue.
4. Business taxes are renewed each October 1. Some additional revenue will be realized over the remainder of the fiscal year but the largest amount has already been received.
5. Building permit revenues continue to be very strong and will likely exceed the annual budget by about \$275,000. The largest commercial activity this fiscal year has been for Winter Park Hospital, parking garage for Rollins College and a hotel in Ravadauge.
6. Intergovernmental revenues compare favorably to both budget and prior year. The two largest reasons are 1) half cent sales are on pace to exceed the original budget projection by about \$140,000 and 2) funding from the Orange County School District for school resource officers is much higher as Winter Park Police Department has increased its presence on school campuses.
7. Charges for services are ahead of projections mostly in golf course operations. Golf revenues are on track to exceed the budget by \$215,000. A portion of these additional revenues will need to be appropriated for golf course uses such as costs of goods sold and maintenance of the course. Fire inspection fees will likely exceed the annual budget by at least \$160,000 as a result of the construction activity.
8. Miscellaneous revenue is largely made up of investment earnings, which reflect market value swings in the City's investment portfolio. Since the Federal Reserve has backed off its forecast of interest rate hikes in 2019, unrealized losses from the prior year are being replaced by unrealized gains. The City follows a buy and hold investment strategy in which the swings neither benefit nor harm the City as the Treasury and Agency securities invested in are paid off at par when the investment matures.
9. Departmental expenditures are in line with budgetary expectations.

10. Organizational support is almost all for the Winter Park Public Library and all support payments have been made at this point.
11. Operating transfers out include the City's transfer to the CRA for tax increment revenue. This payment is required to be made by December 31.

### **Community Redevelopment Agency Fund**

The CRA was credited with the annual tax increment revenue from both the City and County in December. The County portion is on the Intergovernmental revenue line item and the City portion is reflected in the Operating Transfers In. Incremental valuation in the CRA increased by 14.08%.

Miscellaneous revenue in the CRA is also up due to unrealized gains in the City's investment portfolio.

Capital spending is primarily for street lighting, sidewalk, and landscaping improvements. The largest capital spending in FY 2019 is for Denning Drive improvements at \$532,122.

Principal on CRA debt is due January 1. While debt service appears to be going over budget at this point, it will equal the annual budget by fiscal year end.

### **Water and Sewer Fund**

Sales of water and sewer service are a little ahead of the prior year and the forecast as well.

The bottom line reflects a positive \$1,412,868 and projected debt service coverage of 2.25 for the fiscal year, well above the minimum ratio of 1.25.

Water and Sewer rates will increase by 2.36% effective October 1, 2019. The City adopted an ordinance many years ago to use the Public Service Commission index adjustment for water and sewer utilities.

## **Electric Services Fund**

Sales in terms of kWh are pretty close to our forecast. The summer months will make the biggest difference in the total for the year. The table below shows a comparison of fiscal year to date results with those of prior years:

	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
kWh sales for first nine months - residential	125,780,768	128,992,744	130,486,222	126,547,360	125,806,361	132,725,374
kWh sales for first nine months – commercial and street lighting	174,268,481	170,396,545	176,342,272	171,759,870	165,908,942	169,498,026
Total kWh for first nine months	300,049,249	299,389,289	306,828,494	301,307,230	291,715,303	302,223,400
Heating/Cooling Degree Days for first nine months	2,463	2,646	2,824	2,428	2,512	2,761
FY sales (projected for FY 2019)	425,342,682	428,482,496	437,486,122	424,821,271	414,329,035	425,000,000
Heating/Cooling Degree Days	4,090	4,259	4,449	3,969	4,224	2,761

Total heating/cooling degree days for the twelve months ended June 2019 were 4,473.

Fiscal year to date deficit is (\$856,845). There are a couple of reasons for this deficit. First, \$391,727 under recovery in fuel costs. This will go up and down throughout the year. Our goal is to be at break even over the course of the year. Second, capital spending is a bit ahead of schedule but that has been slowed down particularly in the area of decorative lighting. We've already done as much decorative lighting in neighborhoods as the budget can afford for FY 2019. Further spending on decorative lighting in neighborhoods will wait until FY 2020. The City has to front the cost, while property owners pay over time via the utility bill to reimburse the City.

The City's reimbursement from FEMA and the State for restoring power service following Hurricane Irma will likely not occur until FY 2020. The total amount outstanding is \$755,161. In addition, the City recently made a payment to Duke Energy for \$531,221 as required by its agreement related to purchasing service territory in Ravadauge. These factors will be a drain on the City's cash position in the Electric Fund at 09/30/2019. The picture should improve in FY 2020 with the savings to be realized from the City's bulk power agreement with Florida Municipal Power Agency that becomes effective January 1, 2020.

Debt service coverage is projected to be 2.78. Well above the minimum ratio of 1.25.

## **Investment Report**

This two page report summarizes the City's cash and investment holdings as of March 31, 2019. The overall portfolio has a blended rate of return of 1.89% and the average maturity of the long-term investment securities held was 2.74 years. All investment holdings were within the parameters of the City's current Investment Policy as of June 30, 2019 with the exception of the total percentage of the long-term portion invested in federal instrumentalities. The total at June 30 was 81.32% and the policy limitation was 80.00%. Steps will be taken to rebalance the portfolio as securities mature before the fiscal year ends on September 30.



**The City of Winter Park, Florida**  
**Monthly Financial Report - Budget vs. Actual**  
**General Fund**  
**Fiscal YTD June 30, 2019 and 2018**  
**75% of the Fiscal Year Lapsed**

	Fiscal YTD June 30, 2019						Fiscal YTD June 30, 2018					
	Actual		Budget				Actual		Budget			
	YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual	YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual		
Revenues:												
Property Tax	\$ 21,855,576	129%	\$ 22,624,661	\$ 22,624,661	\$ 16,968,496	\$ 4,887,080	\$ 20,431,389	\$ 20,932,465	\$ 15,699,349	\$ 4,732,040		
Local Option Gas Tax	767,701	100%	1,026,079	1,026,079	769,559	(1,858)	771,637	1,040,000	780,000	(8,363)		
Utility Tax	3,482,829	96%	4,851,313	4,851,313	3,638,485	(155,656)	3,328,559	4,794,930	3,596,198	(267,639)		
Communication Services Tax	1,287,990	85%	2,021,607	2,021,607	1,516,205	(228,215)	1,431,360	1,923,406	1,442,555	(11,195)		
Local Business Tax	463,749	128%	482,000	482,000	361,500	102,249	462,792	496,250	372,188	90,604		
Building Permits	2,168,988	115%	2,520,741	2,520,741	1,890,556	278,432	2,333,539	1,916,769	1,437,577	895,962		
Franchise Fees	632,905	103%	815,787	815,787	611,840	21,065	620,799	950,813	713,110	(92,311)		
Other Licenses & Permits	138,302	142%	129,500	129,500	97,125	41,177	143,840	113,465	85,099	58,741		
Intergovernmental	5,384,108	106%	6,761,087	6,761,087	5,070,815	313,293	5,093,498	6,279,328	4,709,496	384,002		
Charges for Services	7,110,225	106%	8,910,710	8,980,710	6,735,533	374,692	6,634,835	8,150,699	6,113,024	521,811		
Fines and Forfeitures	1,088,860	120%	1,208,659	1,208,659	906,494	182,366	1,002,447	1,150,169	862,627	139,820		
Miscellaneous	895,227	222%	536,839	536,839	402,629	492,598	2,610,837	673,072	504,804	2,106,033		
Fund Balance	-	-	326,136	326,136	244,602	(244,602)	-	662,279	496,709	(496,709)		
<b>Total Revenues</b>	<b>45,276,458</b>	<b>115%</b>	<b>52,215,119</b>	<b>52,285,119</b>	<b>39,213,839</b>	<b>6,062,619</b>	<b>44,865,531</b>	<b>49,083,645</b>	<b>36,812,736</b>	<b>8,052,795</b>		
Expenditures:												
City Commission	23,066	108%	28,576	28,576	21,432	(1,634)	17,723	28,567	21,425	3,702		
Lobbyists	58,180	76%	102,000	102,000	76,500	18,320	61,500	102,000	76,500	15,000		
Legal Services - City Attorney	289,394	113%	340,000	340,000	255,000	(34,394)	184,692	300,000	225,000	40,308		
Legal Services - Other	16,725	30%	75,000	75,000	56,250	39,526	53,516	60,000	45,000	(8,516)		
City Management	463,349	94%	658,547	658,547	493,910	30,561	441,043	638,928	479,196	38,153		
Budget and Performance Measurement	127,051	0%	173,466	173,466	130,100	3,049	112,283	166,664	124,998	12,715		
City Clerk	147,859	104%	189,720	189,720	142,290	(5,569)	128,805	188,619	141,464	12,659		
Information Technology Services	1,368,150	103%	1,669,698	1,764,152	1,323,114	(45,036)	1,138,319	1,620,481	1,215,361	77,042		
Finance	672,648	93%	962,439	962,439	721,829	49,181	679,081	914,096	685,572	6,491		
Communications Dept.	561,671	90%	827,902	827,902	620,927	59,256	454,741	592,634	444,476	(10,265)		
Human Resources	281,798	87%	430,587	430,587	322,940	41,142	299,287	413,805	310,354	11,067		
Purchasing	230,097	93%	329,910	329,910	247,433	17,336	187,559	293,827	220,370	32,811		
Planning & Community Development	466,690	68%	927,098	917,098	687,824	221,134	612,494	885,414	664,061	51,567		
Building	1,405,546	87%	2,154,956	2,154,956	1,616,217	210,671	1,085,079	1,370,410	1,027,808	(57,271)		
Public Works	6,848,862	91%	9,873,667	10,033,410	7,525,057	676,195	7,172,382	9,862,406	7,396,804	224,422		
Police	10,491,956	95%	14,746,894	14,746,894	11,060,171	568,215	10,063,583	14,470,520	10,852,890	789,307		
Fire	9,122,580	94%	12,926,443	12,984,254	9,738,191	615,611	9,237,799	12,779,475	9,584,606	346,807		
Parks & Recreation	6,054,970	94%	8,550,428	8,551,464	6,413,598	358,628	5,549,160	6,154,286	6,115,715	566,555		
Organizational Support	1,556,773	134%	1,554,373	1,554,373	1,165,780	(390,993)	1,511,500	1,509,100	1,131,825	(379,675)		
Non-Departmental	-	-	460,450	460,450	345,338	345,338	-	(150,972)	(113,229)	(113,229)		
<b>Total Expenditures</b>	<b>40,187,363</b>	<b>94%</b>	<b>56,982,154</b>	<b>57,285,197</b>	<b>42,963,901</b>	<b>2,776,538</b>	<b>38,990,546</b>	<b>54,200,260</b>	<b>40,650,196</b>	<b>1,659,650</b>		
<b>Revenues Over/(Under)</b>	<b>5,089,095</b>	<b>-136%</b>	<b>(4,767,035)</b>	<b>(5,000,078)</b>	<b>(3,750,062)</b>	<b>8,839,157</b>	<b>5,874,986</b>	<b>(5,116,615)</b>	<b>(3,837,460)</b>	<b>9,712,446</b>		
Operating transfers in	7,186,065	100%	9,581,420	9,581,420	7,186,065	0	7,072,768	9,430,357	7,072,768	(0)		
Operating transfers out	(4,198,116)	116%	(4,814,385)	(4,814,385)	(3,610,788)	(587,328)	(3,712,243)	(4,313,742)	(3,235,307)	(476,936)		
Other Financing Sources/(Uses)	<b>2,987,950</b>	<b>84%</b>	<b>4,767,035</b>	<b>4,767,035</b>	<b>3,575,277</b>	<b>(587,327)</b>	<b>3,360,525</b>	<b>5,116,615</b>	<b>3,837,461</b>	<b>(476,936)</b>		
<b>Total Revenues Over Expenditures</b>	<b>\$ 8,077,045</b>		<b>\$ -</b>	<b>\$ (233,043)</b>	<b>\$ (174,785)</b>	<b>\$ 8,251,830</b>	<b>\$ 9,235,511</b>	<b>\$ -</b>	<b>\$ 1</b>	<b>\$ 9,235,510</b>		

\* As adjusted through June 30, 2019

The City of Winter Park, Florida  
Monthly Financial Report - Budget vs. Actual  
Community Redevelopment Fund  
Fiscal YTD June 30, 2019 and 2018  
75% of the Fiscal Year Lapsed

	Fiscal YTD June 30, 2019						Fiscal YTD June 30, 2018			
	Actual		Budget				Actual	Budget		
	YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual	YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual
Revenues:										
Intergovernmental	\$ 2,442,412	132%	\$ 2,462,513	\$ 2,462,513	\$ 1,846,885	\$ 595,527	\$ 2,215,051	2,196,932	\$ 1,647,699	\$ 567,352
Charges for services	-	0%	-	-	-	-	151,495	200,000	150,000	1,495
Miscellaneous	207,444	426%	65,000	65,000	48,750	158,694	(9,609)	65,000	48,750	(58,359)
Fund Balance	-	0%	-	3,230,985	2,423,239	(2,423,239)	-	3,204,279	2,403,209	(2,403,209)
Total Revenues	2,649,856	61%	2,527,513	5,758,498	4,318,874	(1,669,018)	2,356,937	5,666,211	4,249,658	(1,892,721)
Expenditures:										
Planning and Development	904,860	64%	1,454,859	1,875,623	1,406,717	501,857	766,033	1,942,192	1,456,644	690,611
Capital Projects	585,420	0%	750,000	3,731,944	2,798,958	2,213,538	741,208	4,015,382	3,011,537	2,270,329
Debt service	1,343,909	121%	1,483,491	1,483,491	1,112,618	(231,291)	1,377,102	1,496,648	1,122,486	(254,616)
Total Expenditures	2,834,189	53%	3,688,350	7,091,058	5,318,293	2,484,105	2,884,343	7,454,222	5,590,667	2,706,324
<b>Revenues Over/(Under) Expenditures</b>	<b>(184,333)</b>	<b>18%</b>	<b>(1,160,837)</b>	<b>(1,332,560)</b>	<b>(999,420)</b>	<b>815,087</b>	<b>(527,406)</b>	<b>(1,788,011)</b>	<b>(1,341,009)</b>	<b>813,603</b>
Operating transfers in	2,428,801	132%	2,455,299	2,455,299	1,841,474	587,327	2,141,166	2,125,167	1,593,875	547,291
Operating transfers out	(50,966)	100%	(67,955)	(67,955)	(50,966)	0	(43,162)	(57,550)	(43,163)	1
Other Financing Sources/(Uses)	2,377,835	0%	2,387,344	2,387,344	1,790,508	587,327	2,098,004	2,067,617	1,550,712	547,292
<b>Total Revenues Over/(Under) Expenditures</b>	<b>\$ 2,193,502</b>		<b>\$ 1,226,507</b>	<b>\$ 1,054,784</b>	<b>\$ 791,088</b>	<b>\$ 1,402,414</b>	<b>\$ 1,570,598</b>	<b>279,606</b>	<b>\$ 209,703</b>	<b>\$ 1,360,895</b>

\* As adjusted through June 30, 2019

**WINTER PARK WATER AND WASTEWATER METRICS**  
**June 30, 2019**

	FY 2019 YTD				FY 2018 YTD	
	FY 2019 YTD	FY 2019 Annualized	FY 2019 Budget	Variance from Budget	FY 2018 YTD	FY 2018 in Total
<b>Operating Performance:</b>						
<b>Water and Irrigation Sales (thousands of gallons)</b>						
Sewer - inside city limits	768,592	1,011,950	1,015,000	(3,050)	753,592	1,003,058
Sewer - outside city limits	660,385	869,322	890,000	(20,678)	672,912	890,927
Water - inside city limits	1,182,569	1,563,333	1,500,000	63,333	1,167,294	1,542,806
Irrigation - Inside City	451,932	601,761	585,000	16,761	433,792	573,574
Water - outside city limits	903,164	1,196,785	1,235,000	(38,215)	909,357	1,202,479
Irrigation - Outside City	84,690	111,845	115,000	(3,155)	87,530	112,162
<b>Total</b>	<b>4,051,333</b>	<b>5,354,995</b>	<b>5,340,000</b>	<b>14,995</b>	<b>4,024,476</b>	<b>5,325,006</b>
<hr/>						
<b>Operating revenues:</b>						
Sewer - inside city limits	\$ 5,026,584	\$ 6,618,143	\$ 6,660,987	\$ (42,844)	4,798,821	6,597,283
Sewer - outside city limits	5,239,775	6,897,570	7,159,291	(261,721)	5,218,196	7,053,427
Water - inside city limits	7,050,022	9,319,984	9,694,542	(374,558)	6,756,122	9,071,477
Water - outside city limits	4,341,242	5,752,590	6,004,353	(251,763)	4,275,106	5,765,475
Other operating revenues	1,274,498	1,699,331	1,578,000	121,331	1,294,591	1,783,058
<b>Total operating revenues</b>	<b>22,932,122</b>	<b>30,287,616</b>	<b>31,097,173</b>	<b>(809,557)</b>	<b>22,342,836</b>	<b>30,270,720</b>
<b>Operating expenses:</b>						
General and adminstration	1,406,967	1,875,955	2,050,245	174,290	1,445,132	2,139,076
Operations	8,934,444	12,613,333	13,339,642	726,309	8,569,698	11,881,602
Labor costs capitalized	255,473	340,631	400,000	59,369	304,442	300,133
Wastewater treatment by other agencies	3,601,973	4,802,630	4,767,099	(35,531)	3,455,707	4,951,839
<b>Total operating expenses</b>	<b>14,198,856</b>	<b>19,632,549</b>	<b>20,556,986</b>	<b>924,437</b>	<b>13,774,979</b>	<b>19,272,650</b>
<b>Net Operating income</b>	<b>8,733,265</b>	<b>10,655,067</b>	<b>10,540,187</b>	<b>114,880</b>	<b>8,567,857</b>	<b>10,998,070</b>

**WINTER PARK WATER AND WASTEWATER METRICS**  
**June 30, 2019**

	<b>FY 2019 YTD</b>				<b>FY 2018 YTD</b>	
	<b>FY 2019 YTD</b>	<b>FY 2019 Annualized</b>	<b>FY 2019 Budget</b>	<b>Variance from Budget</b>	<b>FY 2018 YTD</b>	<b>FY 2018 in Total</b>
<b>Other sources (uses):</b>						
Investment earnings	478,794	638,392	(10,000)	648,392	(79,928)	(43,054)
Miscellaneous revenue	10,158	13,545	17,000	(3,455)	11,490	12,190
Transfer to Renewal and Replacement Fund	(1,581,204)	(2,108,272)	(2,060,525)	(47,747)	(650,288)	(867,051)
Transfer to General Fund	(1,834,911)	(2,446,548)	(2,446,548)	-	(1,796,525)	(2,395,367)
Transfer for Organizational Support	(58,016)	(77,354)	(77,354)	(0)	(55,357)	(73,809)
Transfer to Capital Projects Fund	(113,654)	(151,538)	(151,538)	(0)	(118,438)	(157,917)
Transfer to Electric Fund	(141,323)	(188,431)	(188,431)	0	(109,921)	(146,561)
Other Capital Spending	(166,054)	(221,405)	(3,168,087)	-	(14,043)	
Debt service sinking fund deposits	(3,914,189)	(5,176,360)	(5,418,995)	242,635	(4,266,177)	(5,634,572)
<b>Total other sources (uses)</b>	<b>(7,320,397)</b>	<b>(9,717,971)</b>	<b>(13,504,478)</b>	<b>839,825</b>	<b>(7,079,187)</b>	<b>(9,306,140)</b>
<b>Net increase (decrease) in funds</b>	<b>\$ 1,412,868</b>	<b>\$ 937,097</b>	<b>\$ (2,964,291)</b>	<b>\$ 954,705</b>	<b>1,488,671</b>	<b>1,691,929</b>
<b>Debt service coverage</b>		<b>2.25</b>				<b>2.00</b>

# WINTER PARK ELECTRIC UTILITY METRICS

June 30, 2019

	<b><u>FY'19</u></b>	<b><u>FY'19</u></b>	<b><u>FY'19</u></b>	<b><u>Variance</u></b>	<b><u>FY'18</u></b>	<b><u>FY'17</u></b>
	<b><u>YTD</u></b>	<b><u>Annualized</u></b>	<b><u>Budget</u></b>	<b><u>from</u></b>		
				<b><u>Budget</u></b>		
<b><u>Technical Performance</u></b>						
Net Sales (kWh)	302,223,400	424,837,131	425,000,000	(162,869)	414,329,035	424,821,271
Average Revenue/kWh	0.1102	0.1118				0.1043
Wholesale Power Purchased (kWh)	309,196,857	438,903,633	447,368,421	(8,464,788)	434,246,377	429,845,391
Wholesale Power Cost/kWh	(0.0611)	(0.0607)				(0.0627)
Gross margin	0.0490	0.0511				0.0415
Sold vs. Purchased kWh Ratio	97.74%	96.80%	95.00%		95.41%	98.83%
<b><u>Revenues and Expenses Directly Related to Sales of Electricity:</u></b>						
Electric Sales:						
Customer charges - residential	1,673,700	2,231,600	2,482,314	(250,714)		
Customer charges - commercial and public authority	375,243	500,324	548,363	(48,039)		
Demand charges	1,985,106	2,646,808	2,916,488	(269,680)		
Street Lighting	286,477	381,969	383,100	(1,131)		
Non-Fuel kWh charges	19,966,472	28,428,051	27,850,677	577,375	33,381,040	30,628,559
Fuel	9,007,322	13,322,384	13,560,222	(237,838)	13,739,354	13,663,392
Purchased Power :						
Fuel	(9,374,201)	(13,322,384)	(13,560,222)	237,838	(13,739,354)	(12,619,342)
Non-Fuel	(7,117,796)	(10,115,636)	(9,958,180)	(157,456)	(10,180,683)	(10,778,312)
Transmission Power Cost	(2,413,060)	(3,217,413)	(3,965,605)	748,192	(3,510,746)	(3,558,875)
<b>Net Revenue from Sales of Electricity</b>	<b>14,389,263</b>	<b>20,855,704</b>	<b>20,257,156</b>	<b>598,548</b>	<b>19,689,611</b>	<b>17,335,422</b>
<b><u>Other Operating Income (Expenses):</u></b>						
Other Operating Revenues	232,347	309,796	325,000	(15,204)	350,997	276,212
General and Administrative Expenses	(1,339,173)	(1,785,564)	(1,822,599)	37,035	(1,804,767)	(1,705,609)
Operating Expenses	(4,041,872)	(5,389,162)	(6,229,805)	840,643	(5,616,455)	(7,170,834)
Total Other Operating Income (Expenses)	(5,148,698)	(6,864,930)	(7,727,404)	862,474	(7,070,224)	(8,600,231)
<b>Net Operating Income</b>	<b>9,240,566</b>	<b>13,990,773</b>	<b>12,529,752</b>	<b>1,461,021</b>	<b>12,619,387</b>	<b>8,735,191</b>

# WINTER PARK ELECTRIC UTILITY METRICS

June 30, 2019

	<b><u>FY'19</u></b>	<b><u>FY'19</u></b>	<b><u>FY'19</u></b>	<b><u>Variance</u></b>	<b><u>FY'18</u></b>	<b><u>FY'17</u></b>
	<b><u>YTD</u></b>	<b><u>Annualized</u></b>	<b><u>Budget</u></b>	<b><u>from</u></b>		
				<b><u>Budget</u></b>		
<b>Nonoperating Revenues (Expenses):</b>						
Investment Earnings	29,573	39,431	(25,000)	64,431	(34,021)	(35,398)
Principal on Debt	(2,002,500)	(2,670,000)	(2,670,000)	-	(2,530,000)	(2,450,000)
Interest on Debt	(1,779,325)	(2,372,433)	(2,458,230)	85,797	(2,913,548)	(2,995,826)
Miscellaneous Revenue	16,559	22,078	-	22,078	83,427	21,910
Proceeds from Sale of Assets	16,770	22,360	18,000	4,360	32,599	18,592
Contributions in Aid of Construction (CIAC)	397,648	530,197	500,000	30,197	789,480	498,577
Residential Underground Conversions	55,065	73,420	100,000	(26,580)	81,158	94,004
Capital (including the costs of improvements paid for by CIAC revenues)	(1,693,924)	(2,258,566)	(1,147,320)	(1,111,246)	(1,678,010)	(1,546,321)
Reimbursement of Fairbanks Distribution Line Costs	933,234	1,244,312	3,071,921	(1,827,609)		
Undergrounding Fairbanks Distribution Lines	(933,234)	(1,244,312)	(3,071,921)	1,827,609	(1,029)	-
Undergrounding of Power Lines	(3,274,748)	(4,366,330)	(3,931,640)	(434,690)	(4,429,125)	(3,303,800)
<b>Total Nonoperating Revenues (Expenses)</b>	<b>(8,234,883)</b>	<b>(10,979,843)</b>	<b>(9,614,190)</b>	<b>(1,365,653)</b>	<b>(10,599,071)</b>	<b>(9,698,262)</b>
<b>Income Before Operating Transfers</b>	<b>1,005,683</b>	<b>3,010,930</b>	<b>2,915,562</b>	<b>95,368</b>	<b>2,020,317</b>	<b>(963,071)</b>
<b>Operating Transfers In/Out:</b>						
Transfers from Water and Sewer Fund	141,323	188,431	188,431	-	146,561	1,151,088
Transfers to General Fund	(1,834,447)	(2,611,866)	(2,634,772)	22,906	(2,557,836)	(2,463,692)
Tranfers for organizational support	(94,694)	(126,258)	(126,258)	-	(120,705)	(118,947)
Tranfers to capital projects	(74,711)	(99,615)	(99,615)	-	(122,500)	(179,771)
<b>Total Operating Transfers</b>	<b>(1,862,528)</b>	<b>(2,649,308)</b>	<b>(2,672,214)</b>	<b>22,906</b>	<b>(2,654,480)</b>	<b>(1,611,322)</b>
<b>Net Change in Working Capital</b>	<b>(856,845)</b>	<b>361,622</b>	<b>243,348</b>	<b>118,274</b>	<b>(634,164)</b>	<b>(2,574,393)</b>
<b><u>Other Financial Parameters</u></b>						
Debt Service Coverage		2.78			2.31	1.72
Fixed Rate Bonds Outstanding	59,560,000				62,185,000	64,685,000
Auction Rate Bonds Outstanding	955,000				1,000,000	1,030,000
Total Bonds Outstanding	60,515,000				63,185,000	65,715,000
Principal Retired	2,670,000				2,530,000	2,450,000
Cash Balance					(2,377,803)	(324,693)
<b>Current year change in cash balance</b>						

# **WINTER PARK ELECTRIC UTILITY METRICS**

**June 30, 2019**

	<b>FY'19</b>	<b>FY'19</b>	<b>FY'19</b>	<b>Variance</b>		
	<b><u>YTD</u></b>	<b><u>Annualized</u></b>	<b><u>Budget</u></b>	<b>from</b>	<b><u>FY'18</u></b>	<b><u>FY'17</u></b>
				<b><u>Budget</u></b>		
<b><u>Fuel Cost Stabilization Fund Balance:</u></b>						
Beginning Balance	1,303,566				1,998,073	2,127,701
Fuel Revenues	8,982,474				13,516,532	13,821,741
Fuel Expenses	(9,374,201)				(14,211,039)	(13,951,369)
Ending Balance	<u>911,839</u>				<u>1,303,566</u>	<u>1,998,073</u>
<b>Current year change in fuel stabilization fund</b>	<b>(391,727)</b>				<b>(694,507)</b>	<b>(129,628)</b>

## Notes

Fiscal Years run from October to September; FY'19 is 10/1/18 to 9/30/19

**Cash and Investment Portfolio (excluding pension funds and bond proceeds)**  
**30-Jun-19**

Issuer	CUSIP	Purchase Date	Quantity	Estimated Price	Coupon Rate	Cost	Market Value	Maturity Date	Moody's Rating	S & P Rating	Percentage of Total Cash and Investments	Percentage of Long-Term Investments
<b>Short-term funds:</b>												
Bank of America					0.45%	\$ 2,875,846	\$ 2,875,846					
SeacoastBank					1.75%	\$ 101,672	\$ 101,672					
FL Safe - Local Government Investment Pool					2.38%	\$ 1,095,053	\$ 1,095,053					
Florida Education Investment Trust - Local Government Investment Pool					2.78%	\$ 1,000,577	\$ 1,000,577					
American Municipal Securities Money Market Fund					1.82%	\$ 3,284,455	\$ 3,284,455					
State Board of Administration (SBA)					2.55%	\$ 20,101	\$ 20,101					
Certificate of Deposit - First Colony Bank					2.51%	\$ 1,000,000	\$ 1,000,000					
Certificate of Deposit - Seacoast Bank					2.22%	\$ 1,202,000	\$ 1,202,000					
<b>Total short-term funds</b>						<b>\$ 10,579,704</b>	<b>\$ 10,579,704</b>				13.63%	
<b>Long-term investments:</b>												
<b>US Treasury Note Investments (backed by full faith and credit of the United States Government):</b>												
US TREASURY NOTES	912828L32	09/09/15	\$ 1,000,000	99.371	1.38%	\$ 992,500	\$ 993,710	08/31/20	AAA			
US TREASURY NOTES	912828A42	01/09/18	\$ 2,000,000	100.195	2.00%	\$ 1,999,840	\$ 2,003,900	11/30/20	AAA			
US TREASURY NOTES	9128283Q1	01/10/18	\$ 3,000,000	100.234	2.00%	\$ 2,995,260	\$ 3,007,020	01/15/21	AAA			
US TREASURY NOTES	9128283Q1	04/16/19	\$ 500,000	100.234	2.00%	\$ 2,995,260	\$ 501,170	01/15/21	AAA			
US TREASURY NOTES	912828S27	07/05/16	\$ 1,000,000	98.750	1.13%	\$ 1,010,156	\$ 987,500	06/30/21	AAA			
US TREASURY NOTES	912828G53	09/09/15	\$ 1,000,000	100.285	1.88%	\$ 1,002,188	\$ 1,002,850	11/30/21	AAA			
US TREASURY NOTES	9128282S8	09/14/17	\$ 2,300,000	99.648	1.63%	\$ 2,285,625	\$ 2,291,904	08/31/22	AAA			
<b>Total US Treasury Note Investments</b>						<b>\$ 10,800,000</b>	<b>\$ 13,280,829</b>				13.90%	16.09%
<b>Government National Mortgage Investments (backed by full faith and credit of the United States Government):</b>												
GNMA II ARM PASS THRU POOL 8258	36202KE76	05/04/99	\$ 490,000	100.760	1.75%	\$ 712	\$ 717	08/20/23				
GNMA PASS THRU POOL 372024	36204KG98	05/21/98	\$ 1,730,000	109.853	6.50%	\$ 21,587	\$ 23,714	01/15/24				
GNMA PASS THRU POOL AD1605	36180CYA1	02/01/13	\$ 1,000,000	99.442	2.00%	\$ 444,579	\$ 442,098	01/15/28				
GNMA II PASS THRU POOL 2562	36202CZ30	02/08/01	\$ 2,500,000	111.660	6.00%	\$ 18,619	\$ 20,790	03/20/28				
GNMA PASS THRU POOL 497581	36210NXJ3	02/11/99	\$ 500,000	109.376	6.00%	\$ 11,555	\$ 12,638	01/15/29				
GNMA II PASS THRU POOL 2795	36202DC82	02/08/01	\$ 2,000,000	114.297	6.50%	\$ 11,541	\$ 13,191	08/20/29				
GNMA II PASS THRU POOL 2997	36202DKJ9	01/31/01	\$ 1,717,305	100.756	6.50%	\$ 1,896	\$ 1,910	11/20/30				
GNMA PASS THRU POOL 574674	36200WMX6	03/27/08	\$ 1,700,000	104.651	5.00%	\$ 29,103	\$ 30,457	04/15/34				
GNMA II PASS THRU POOL 3839	36202EHQ5	01/30/08	\$ 1,000,000	104.711	4.50%	\$ 92,598	\$ 96,960	04/20/36				
GNMA II PASS THRU POOL 4071	36202EQY8	01/18/08	\$ 1,000,000	108.134	5.00%	\$ 37,828	\$ 40,905	01/20/38				
GNMA 09-9 TA REMIC MULTICLASS CMO	38374TDH4	03/17/09	\$ 1,000,000	100.660	4.50%	\$ 12,297	\$ 12,378	08/20/38				
GNMA 10-31 AP REMIC MULTICLASS CMO	38376XL50	04/12/10	\$ 1,000,000	100.646	4.00%	\$ 38,146	\$ 38,392	08/20/38				
GNMA PASS THRU POOL 702875	36296V2G2	05/10/10	\$ 1,015,000	107.328	4.00%	\$ 404,404	\$ 434,039	07/15/39				
GNMA 13-28 DE REMIC MULTICLASS CMO	38378FWG1	02/08/13	\$ 1,000,000	97.875	1.75%	\$ 427,732	\$ 418,643	12/20/42				
GNMA 13-42 DE REMIC MULTICLASS CMO	38378JFT4	03/13/13	\$ 1,000,000	100.080	1.75%	\$ 154,520	\$ 154,644	01/20/43				
<b>Total Government National Mortgage Investments</b>						<b>\$ 18,652,305</b>	<b>\$ 1,707,117</b>				2.24%	2.60%
<b>Agencies which are non-full faith and credit):</b>												
<b>Federal Farm Credit Investments:</b>												
FEDERAL FARM CREDIT	3133EGF42	11/02/16	\$ 1,000,000	99.338	1.36%	\$ 1,000,000	\$ 993,380	11/09/20	AAA	AA+		
FEDERAL FARM CREDIT	3133EGRN7	08/10/16	\$ 1,000,000	99.398	1.47%	\$ 1,000,000	\$ 993,980	02/17/21	AAA	AA+		
FEDERAL FARM CREDIT	3133EEF28	02/23/16	\$ 1,600,000	99.463	1.65%	\$ 1,600,000	\$ 1,591,408	03/01/21	AAA	AA+		
FEDERAL FARM CREDIT	3133EGQP3	08/16/16	\$ 1,000,000	98.523	1.44%	\$ 1,000,000	\$ 985,230	08/16/21	AAA	AA+		
FEDERAL FARM CREDIT	3133EGQM0	08/16/16	\$ 1,500,000	99.551	1.62%	\$ 1,500,000	\$ 1,493,265	02/10/22	AAA	AA+		



Cash and Investment Portfolio (excluding pension funds and bond proceeds)  
30-Jun-19

Issuer	CUSIP	Purchase Date	Quantity	Estimated Price	Coupon Rate	Cost	Market Value	Maturity Date	Moody's Rating	S & P Rating	Percentage of Total Cash and Investments	Percentage of Long-Term Investments
FEDERAL FARM CREDIT	3133EHQG1	07/25/17	\$ 4,000,000	100.001	2.00%	\$ 4,000,000	\$ 4,000,040	04/05/22	AAA	AA+		
FEDERAL FARM CREDIT	3133EGRK3	08/10/16	\$ 1,000,000	99.385	1.60%	\$ 1,000,000	\$ 993,850	08/17/22	AAA	AA+		
FEDERAL FARM CREDIT	3133EJPX1	05/14/18	\$ 1,250,000	103.355	2.88%	\$ 2,298,850	\$ 1,291,938	12/21/22	AAA	AA+		
FEDERAL FARM CREDIT	3133EGME2	04/26/17	\$ 1,000,000	99.304	2.12%	\$ 1,000,000	\$ 993,040	10/18/24	AAA	AA+		
<b>Total Federal Farm Credit Investments</b>			<b>\$ 13,350,000</b>			<b>\$ 14,398,850</b>	<b>\$ 13,336,131</b>				17.18%	19.89%
<b>Federal Home Loan Banks Investments:</b>												
FEDERAL HOME LOAN BANK	3130AFLY1	12/20/18	\$ 2,000,000	100.331	2.75%	\$ 2,000,000	\$ 2,006,620	12/24/20	AAA	AA+		
FEDERAL HOME LOAN BANK	3130AFV61	03/12/21	\$ 500,000	100.963	2.50%	\$ 500,000	\$ 504,815	03/12/21	AAA	AA+		
FEDERAL HOME LOAN BANK	3130A95J6	08/18/16	\$ 3,000,000	99.571	1.60%	\$ 3,000,000	\$ 2,987,130	03/16/21	AAA	AA+		
FEDERAL HOME LOAN BANK	3130AAET1	12/08/16	\$ 2,500,000	100.042	2.05%	\$ 2,500,000	\$ 2,501,050	12/29/21	AAA	AA+		
FEDERAL HOME LOAN BANK	3130A6UY1	12/03/15	\$ 2,500,000	100.413	2.00%	\$ 2,500,000	\$ 2,510,325	12/30/21	AAA	AA+		
FEDERAL HOME LOAN BANK	3130ADDA7	01/09/18	\$ 2,000,000	100.002	2.32%	\$ 2,500,000	\$ 2,000,040	01/25/22	AAA	AA+		
FEDERAL HOME LOAN BANK	3130AA5W4	12/16/16	\$ 4,500,000	100.008	2.00%	\$ 4,460,625	\$ 4,500,360	05/23/22	AAA	AA+		
FEDERAL HOME LOAN BANK	3130AGKT1	06/04/19	\$ 2,800,000	100.044	2.37%	\$ 4,460,625	\$ 2,801,232	06/12/23	AAA	AA+		
<b>Total Federal Home Loan Banks Investments</b>			<b>\$ 19,800,000</b>			<b>\$ 21,921,250</b>	<b>\$ 19,811,572</b>				25.52%	29.54%
<b>Federal Home Loan Mortgage Investments:</b>												
FHLMC GOLD PASS THRU POOL J01091	3128PCF80	01/17/06	\$ 1,000,000	102.363	5.00%	\$ 712	\$ 729	02/01/21	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134GTAN3	03/29/19	\$ 1,240,000	100.385	2.50%	\$ 1,240,000	\$ 1,244,774	03/26/21	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134GGBBM3	03/02/17	\$ 1,000,000	100.251	2.00%	\$ 1,000,000	\$ 1,002,510	03/29/21	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134GTBG7	03/29/19	\$ 1,760,000	100.340	2.40%	\$ 1,760,000	\$ 1,765,984	04/01/21	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134GSCV5	01/30/18	\$ 2,500,000	100.078	2.50%	\$ 1,000,000	\$ 2,501,950	08/23/21	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134GA5C4	02/16/17	\$ 3,000,000	100.395	2.00%	\$ 3,000,000	\$ 3,011,850	09/16/21	AAA	AA+		
FEDERAL HOME LN MTG CORP	3134GSBV6	01/09/18	\$ 2,000,000	100.038	2.50%	\$ 2,000,000	\$ 2,000,760	01/30/23	AAA	AA+		
FHLMC GOLD PASS THRU POOL C91020	3128P7DZ3	03/21/07	\$ 1,000,000	106.640	5.50%	\$ 24,978	\$ 26,637	03/01/27	AAA	AA+		
<b>Total Federal Home Loan Mortgage Investments</b>			<b>\$ 13,500,000</b>			<b>\$ 10,025,690</b>	<b>\$ 11,555,193</b>				14.88%	17.23%
<b>Federal National Mortgage Association Investments:</b>												
FEDERAL NATL MTG ASSN	3136G3L45	07/26/16	\$ 4,800,000	99.241	1.25%	\$ 4,800,000	\$ 4,763,568	07/28/20	AAA	AA+		
FEDERAL NATL MTG ASSN	3136G2CS4	01/12/15	\$ 1,000,000	100.304	2.00%	\$ 1,000,000	\$ 1,003,040	01/27/22	AAA	AA+		
FEDERAL NATL MTG ASSN	3136GOV42	04/26/19	\$ 4,000,000	100.158	2.65%	\$ 1,000,000	\$ 4,006,320	01/27/22	AAA	AA+		
FNMA PASS THRU POOL 255994	31371MKF3	03/12/07	\$ 1,605,000	106.611	5.50%	\$ 51,311	\$ 54,703	11/01/25	AAA	AA+		
<b>Total Federal National Mortgage Association Investments:</b>			<b>\$ 11,405,000</b>			<b>\$ 6,851,311</b>	<b>\$ 9,827,631</b>				12.66%	14.65%
<b>Total Federal Instrumentalities (United States Government Agencies which are non-full faith and credit):</b>			<b>\$ 58,055,000</b>			<b>\$ 53,197,101</b>	<b>\$ 54,530,527</b>				70.24%	81.32%
<b>Total Long-Term Investments</b>			<b>\$ 87,507,305</b>			<b>\$ 68,185,047</b>	<b>\$ 67,060,058</b>					
<b>Total Short-Term Funds and Long-Term Investments</b>						<b>\$ 78,764,751</b>	<b>\$ 77,639,762</b>					
<b>Blended Portfolio Rate of Return</b>												1.89%
<b>Average Maturity (in years)</b>												2.74



# city commission **agenda item**

item type	Consent Agenda	meeting date	8/26/2019
prepared by	City Clerk	approved by	
board approval	final vote		
strategic objective			

## **subject**

Approve the minutes of August 12, 2019.

## **motion / recommendation**

## **background**

## **alternatives / other considerations**

## **fiscal impact**

### ATTACHMENTS:

#### Description

Minutes

#### Upload Date

8/16/2019

#### Type

Cover Memo

**REGULAR MEETING OF THE CITY COMMISSION  
AUGUST 12, 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. Reverend Alison Harrity, St. Richards Episcopal Church provided the invocation, followed by the Pledge of Allegiance.

Members present:

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

Also Present:

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

**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**

**Citizen Budget Comments**

Nancy Shutts, 2010 Brandywine Drive, asked to provide additional funds in the Public Works Department budget to enable them to complete small projects that need to be completed for City infrastructure. Mayor Leary asked Ms. Shutts to provide a list of her concerns for the City Manager to address.

**City Manager's Report**

City Manager Knight reminded the Commission that their budget spreadsheets for what they want to see in the 2020 budget are due this Friday.

Commissioner Seidel spoke about his 'Coffee Talk' where he was asked about the location of mailboxes at residences. He spoke about a document provided by Rod Sward that he needed to read concerning mailboxes in the rights-of-way. City Manager Knight will provide him a copy of the document to review. Upon receipt, Commissioner Seidel will come back to have further conversations with the Commission. City Manager Knight addressed the ordinance adopted years ago concerning objects in the right-of-way that would include the location of mailboxes that the City has not enforced because of issues with the post office. After discussion, there was a consensus that the City Manager provide the ordinance for Commission review to determine if they will take any further action.

Commissioner Seidel spoke about Rollins College coming before the Commission when they wanted to build their new dormitory and staging the construction process so they could still have dorm rooms on campus. He stated he understood that they did not stage it and had concerns that there will be more students displaced. He asked if there is coordination between Rollins and the City and if the parking garage takes care of that to make sure the extra students are parking there and not throughout the other areas.

Commissioner Sprinkel spoke about the termites at the dais and that the City Manager suggested rebuilding the dais. She asked if the other Commissioners have a desire to build the new dais at the level of the residents because of the message she believes is sent to the audience with them sitting above everyone else. Mayor Leary expressed his preference to be able to see into the audience. No other Commissioners provided comments regarding lowering the new dais.

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

Attorney Langley addressed the Harmon Champion Circle litigation mediation that is scheduled for August 16. He will bring back to the Commission for consideration anything that affects the City such as a settlement agreement. Commissioner Seidel spoke about Ms. Harmon contacting him where he informed her she needed to speak with Orange County for right-of-way concerns and to obtain advice from her attorney.

### **Non-Action Items**

No items.

### **Consent Agenda**

- a. Approve the minutes of July 22, 2019. **PULLED BY COMMISSIONER COOPER FOR DISCUSSION. SEE BELOW.**
- b. Approve the parking lease - St. Andrews United Methodist Church lot for Ward Park and Showalter Stadium overflow parking.
- c. Approve the following purchases:
  1. Presidio Networked Solutions: Core Network Refresh; \$190,464.42.
  2. ACF Standby Systems: Three Generac 60 kw Mobile Generators; \$138,075.

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

### **Consent Agenda item 'a', Approval of July 22, 2019 minutes**

Commissioner Cooper asked that the minutes be amended on page 7 of the minutes to include after 'bike path easements' 'or that the Mayflowers submission includes substantial changes from the preliminary approval'. There was a consensus of three Commissioners to amend the minutes.

**Motion made by Commissioner Cooper to approve Consent Agenda 'a' with the amendment as stated, seconded by Commissioner Seidel.** There were no public comments made. **Upon a roll call vote, the motion carried with a 3-2 vote with Mayor Leary and Commissioner Sprinkel voting no.**

**Action Items Requiring Discussion**

No items.

**Public Hearings:**

- a. Request of Golfstream Residential, LLC for:

ORDINANCE NO. 3148-19: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING A PORTION OF THE UTILITY EASEMENT THAT ENCUMBERS THE PROPERTY LOCATED AT 1691 CHESTNUT AVENUE, DESCRIBED AS LOT 1, BLOCK 1, LAKE KNOWLES TERRACE ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "K", PAGE(S) 4 OF THE PUBLIC RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED IN EXHIBIT A; PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE Second Reading

Attorney Langley read the ordinance by title.

**Motion made by Commissioner Sprinkel to adopt the ordinance; 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.**

- b. ORDINANCE NO. 3149-19: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE CONVEYANCE OF THE CITY OWNED PROPERTY LOCATED AT 2600 LEE ROAD DESCRIBED ON EXHIBIT "A" AND PURSUANT TO THE CONTRACT ATTACHED HERETO AS EXHIBIT "B"; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE Second Reading

Attorney Langley read the ordinance by title.

**Motion made by Commissioner Sprinkel to adopt the ordinance; seconded by Commissioner Seidel.** There were no public comments made. **Upon a roll call vote, Mayor Leary and Commissioners Seidel and Sprinkel voted yes. Commissioners Cooper and Weaver voted no. The motion carried with a 3-2 vote. (See the previous minutes that explain why the two Commissioners voted no on this item).**

- c. Request to appeal the interpretation and determination of the Building and Zoning Official regarding the interpretation and determination that nonconforming accessory structures are to be utilized in determining the average lakefront setback (Sec. 58-87) as part of the considerations by the Planning and Zoning Board in lakefront plan reviews, particularly as applied to the June 4, 2019 approval at 1204 North Park Avenue.

Building Director George Wiggins summarized the appeal that they received contesting the City's interpretation and determination that accessory structures should not be counted when determining average lakefront setbacks per Section 58-87, if the structures are nonconforming per Section 58-64. The appeal was first heard by the P&Z Board on July 9, 2019, and their decision was to uphold the interpretation as set forth by Zoning Official, George Wiggins', interpretation letter. Following that decision, the applicant chose to further appeal this decision to the City Commission. Attorney Langley explained the provision that allows interpretations of Mr. Wiggins and the code and appeals to the P&Z Board and Commission. He also addressed Mr. Wiggins' letter explaining his interpretation.

Commissioner Seidel disclosed conversations with the attorney and property owner for the lot with the setback in question. Commissioner Sprinkel disclosed meeting with both the attorney and property owner and walked the property. Commissioner Cooper disclosed speaking to the attorney for the property owner of the smaller lot and Mr. Cohen and the owner of the larger lot along with two neighbors. Mayor Leary stated he spoke with Ms. Bonifay (attorney for the applicant) and Mr. Cohen.

Commissioner Weaver stated he is going to recuse himself from voting on this item because of what he believed to be a conflict of interest to avoid the perception of bias on the issue because of owning a nonconforming lakefront structure. Attorney Langley commented that he approved this due to the appearance of a conflict of interest and/or potential bias. Discussion ensued that there is a difference between conflict and an appearance of one.

A recess was taken to discuss this with the City Attorney. Mayor Leary inquired if any other Commission members need to recuse themselves from voting on this item because of the possible appearance of a conflict. Commissioner Cooper spoke about her lakefront residence and if they are going to assume that nonconforming setbacks create a setback then she needs to know if her home sits far enough back from the high water line. Attorney Langley summarized when you can recuse yourself from voting according to State law. Mayor Leary asked if the Commission would like to table this item to allow time to address any concerns that they may have.

Commissioner Cooper asked if the Commission has the authority to overturn a decision made by the Planning and Zoning Board. Attorney Langley spoke about the P&Z upholding the interpretation. He provided options that the Commission has the ability to either uphold the interpretation, reject it and grant the appeal, or substitute a contrary interpretation. Further discussion took place.

Attorney Rebecca Wilson, representing the property owners at 1202 N. Park Avenue, addressed the appeal process and how the code is being interpreted. She stated they are only appealing where the code requires that staff determine what the average setback is. She read a portion of the code 58-64 (a) (1) and believed staff was interpreting this in a manner which is in direct conflict with this. She added that their main objection is that staff is saying they do not have to include non-conforming structures. Ms. Wilson responded to questions of the Commission.

Commissioner Sprinkel spoke in support of the staff and attorney interpretations and asked that the code be modified to make it more clear in the future.

Attorney Cecilia Bonifay, Akerman LLP, 420 S. Orange Avenue, Orlando, FL, on behalf of Alan Cohen and Z Properties, spoke about what has taken place already, the interpretation of the code, and non-conforming structures. Ms. Bonifay addressed questions from the Commissioners.

Commissioner Cooper provided the following recommendations:

- 1) Support the appellant's position that Sec 58-64(a)(1) restricts the use of **nonconforming structures** being used in the lake setback calculation for principal residences.
- 2) Do not support the building official's position that Sec 58-87(d)(5)(a) includes **accessory structures** in the calculation of lakefront setbacks.
- 3) Do not support the appellant's position that Sec 58-87 requires the average lakefront setback calculation to include the averages of setbacks for the width of the lot.
- 4) Direct staff to present proposed code clarifications to the Commission for consideration within 1 month.

Commissioner Cooper provided her rationale for what she recommended and asked that staff look at the following and present options to the Commission:

- 1) Change code add the P&Z determination on lakefront reviews to be added to Sec 58-94 and appealed to the Commission; not the circuit court.
- 2) Clarify definition section of the code to define "average" as the mathematical "mean."
- 3) Clarify the definition of "setback" to state the "minimum horizontal distance from any point on the building to the property line."
- 4) Clarify that "nonconforming structures" should not be included in the calculation of lakefront setbacks for principal residences.
- 5) Clarify that "accessory structures" should not be included in the calculation of lakefront setbacks for principal residences; and
- 6) Clarify the code to restrict unduly impairing lakefront views by way of "landscape screens."

Commissioner Cooper provided other suggestions for changes to the code. Please see attached presentation at the end of the minutes that she provided.

Commissioner Seidel spoke about the process followed for these type of issues that was favorable to him. He addressed the P&Z meeting where they discussed and made decisions on the setbacks.

**Motion made by Commissioner Seidel to uphold the Planning and Zoning Board and staff's interpretations; seconded Commissioner Sprinkel.**

Commissioner Sprinkel spoke in support of the process. Mayor Leary offered the opportunity for Commissioner Weaver to comment. Commissioner Weaver did not provide comments. Mayor Leary also addressed the process and supported the interpretation as presented.

Bill Roll, 1194 N. Park Avenue, spoke how this may negatively affect him in the future but understood that Mr. Cohen has every right to build the home he wants. He addressed how the use of this building that is non-conforming greatly affects the setbacks. He disagreed with Mr. Wiggins and asked the Commission to vote no.

Attorney Wilson clarified the process they followed through the Planning and Zoning Board. She commented that the home previously approved but not built to the north of her client was setback 68' and the home that was demolished was over 100' back.

Mr. Alan Cohen, 1204 North Park Avenue, spoke about the home that was there and demolished because it did not meet their needs. He addressed the previously approved home that he hoped to sell as a single property.

**Motion amended by Commissioner Cooper to accept the P&Z decision on this interpretation with one caveat and that is that we not include nonconforming or accessory structures in the lakefront setback calculation for principle residents.** Attorney Langley explained this motion would contradict the purpose of the main motion and conflicts with the original motion.

**Upon a roll call vote on the main motion, Mayor Leary and Commissioners Seidel and Sprinkel voted yes. Commissioner Cooper voted no. Commissioner Weaver cited a conflict of interest and did not vote. Form 8B is attached. The motion carried with a 3-1 vote.**

**PUBLIC COMMENTS (ITEMS NOT THE AGENDA)**

Sabrina Bernat, Winter Park Public Library, spoke about the Summer Reading Program and that they exceeded their goal to read 10,000 books.



**City Commission Reports:**

Commissioner Seidel – Spoke about his Coffee Talk where he was asked about the status of fiber optic network in the City. City Manager Knight provided an update.

Commissioner Seidel stated he was also asked about maintaining the right-of-way trees. He spoke about the need to determine what is going to happen with the new law to determine if the City can challenge it because of home rule. Attorney Langley spoke about receiving an email where city attorneys in south Florida have a pending case in circuit court on this issue where they raised the constitutionality of that tree statute. He was not sure of the status but will find out and provide the information to the Commission.

Commissioner Seidel spoke about the gun violence in the country and the tragic events that have recently taken place. He commented about school violence and that children are at risk because it is domestic terrorism. He addressed the need to solve the crisis.

Commissioner Sprinkel – Commissioner Sprinkel spoke about the end to the Summer Program at the Community Center. She asked that staff provide information/statistics for all the summer programs that took place in the City.

Commissioner Cooper – Commissioner Cooper addressed the need to look at our codes to make sure they are clear and thoroughly reviewed.

Commissioner Weaver – Commissioner Weaver spoke about hearing from residents along the Palmer Avenue corridor and the Orwin Manor section of Orange Avenue. He believed for the benefit of the residents there that installing flashing yellow lights at the road level that delineated the crosswalks would be beneficial. He asked staff to look into this at those two locations.

Commissioner Seidel and Assistant Public Works Director Don Marcotte stated that would be a Department of Transportation decision. Mr. Marcotte stated the DOT is wrapping up their safety study and are communicating with Orwin Manor now. He stated staff is now waiting to receive feedback from Orwin Manor as to when they will give DOT feedback. It was determined that Orwin Manor will wait but Palmer Avenue needs to move forward with solutions.

Mr. Marcotte summarized what they were planning to do on Palmer Avenue with installing the flashing lights that will only flash when activated by a pedestrian and will only be at two locations at Temple Drive and Alabama but they have not moved forward yet. Discussion ensued whether there are other options to help with safety besides flashing lights. This issue will be placed under the City Manager's Report for further discussion, as well as going before the Transportation Advisory Board.

Commissioner Weaver spoke about the decision made at the last meeting with not tearing down the Progress Point building and the suggestions made by Commissioner Seidel about beautifying the area. He thanked staff for mowing the grass and bush hogging some of the understory brush out of there. He asked for suggestions from the Commissioners as to how to beautify the area in lieu of demolishing the building. Commissioner Sprinkel commented that she did not understand why we are keeping the building because it is not usable. Commissioner Weaver stated it gives the option of reusing the building in the future and then if they decide to tear it down they can do that after the Orange Avenue Overlay Committee concludes their findings.

Commissioner Weaver spoke about the City of Maitland adopting a resolution to move the City to better sustainability. They are looking to replace City vehicles with hybrids and electric vehicles and also solar panels. He will report back at the next meeting.

Mayor Leary – Mayor Leary reported that Jim Moyer passed away. He spoke about sustainability and that he has been discussing what to do with the City's tree farm. He commented that a plan needs to come forward with what to do with the land. Assistant City Manager Neuner commented that the property is going to be used as a site for hurricane debris in the future.

The meeting adjourned at 6:02 p.m.

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Mayor Steve Leary

ATTEST:

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City Clerk Cynthia S. Bonham, MMC



# city commission agenda item

item type	Consent Agenda	meeting date	8/26/2019
prepared by	Purchasing	approved by	
board approval	final vote		
strategic objective	Fiscal Stewardship		

## subject

Approve the following piggyback agreements:

1. T.V. Diversified: Increase allowable spend under existing piggyback of City of West Palm Beach contract #ITB-13-14-129 – Lift Station Repairs & Rehabilitation; Not to exceed \$150,000.
2. Cain Enterprises dba Engineering Solutions International: School District of Volusia County contract #RFP S-802BC – Water & Wastewater Facilities – Operations & Maintenance; Not to exceed \$75,000 per year; Initial term valid through 6/30/2021.
3. Audio Visual Innovations: Extension of existing piggyback of State of Florida contract #52161500-ACS-16-1 – Audio Visual Equipment & Accessories; Not to exceed \$75,000 per year; Term valid through 4/14/2021.

## motion / recommendation

Commission approve items as presented.

## background

Formal solicitations were issued by the originating agencies to award these contracts.

## alternatives / other considerations

N/A

## fiscal impact

Item 1: Increased expenditure under the contract term not to exceed \$150,000 or approved budgeted amount.

Item 2: Total expenditure under the contract term not to exceed \$75,000 per year or approved budgeted amount.

Item 3: Total expenditure under the contract term not to exceed \$75,000 per year or approved budgeted amount.

## ATTACHMENTS:

Description

Piggyback Agreements

Upload Date

8/19/2019

Type

Cover Memo



# city commission agenda item

item type	Piggyback Agreements	meeting date	August 26, 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	item   background	fiscal impact	motion   recommendation
1.	T.V. Diversified	Increase allowable spend under existing piggyback of City of West Palm Beach contract #ITB-13-14-129 – Lift Station Repairs & Rehabilitation	Increased expenditure under the contract term not to exceed \$150,000 or approved budgeted amount.	Commission approve the increase.
2.	Cain Enterprises dba Engineering Solutions International	School District of Volusia County contract #RFP S-802BC – Water & Wastewater Facilities – Operations & Maintenance	Total expenditure under the contract term not to exceed \$75,000 per year or approved budgeted amount.	Commission approve the piggyback and authorize the Mayor to execute.
The initial term under this agreement shall be valid through 6/30/2021.				
3.	Audio Visual Innovations	Extension of existing piggyback of State of Florida contract #52161500-ACS-16-1 – Audio Visual Equipment & Accessories	Total expenditure under the contract term not to exceed \$75,000 per year or approved budgeted amount.	Commission approve the extension and authorize the Mayor to execute.
The contract term under this agreement shall be valid through 4/14/2021.				



# city commission agenda item

item type	Consent Agenda	meeting date	8/26/2019
prepared by	Purchasing	approved by	
board approval	final vote		
strategic objective	Fiscal Stewardship		

## **subject**

Approve the following contract items:

1. Brown & Brown of Florida: Amendment to renew RFP-22-2018 – Insurance Agent/Broker of Record Services; \$80,000.
2. School Board of Orange County, Florida: 2019-2021 School Resource Officer Program; City shall be reimbursed by SBOC in accordance with the attached schedule; \$787,600.

## **motion / recommendation**

Commission approve items as presented.

## **background**

Item 1: A formal solicitation was issued to award the initial contract.

Item 2: Interlocal agreement between the City of Winter Park and the School Board of Orange County.

## **alternatives / other considerations**

N/A

## **fiscal impact**

Item 1: Total expenditure included in approved budget.

Item 2: City shall be reimbursed by SBOC in the amount of \$390,550 (2019/20) and \$397,050 (2020/21).

### **ATTACHMENTS:**

Description	Upload Date	Type
Contracts	8/19/2019	Cover Memo
#2 backup information	8/21/2019	Cover Memo



# city commission agenda item

item type	Contracts	meeting date	August 26, 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.	Brown & Brown of Florida	Amendment to renew RFP-22-2018 – Insurance Agent/Broker of Record Services	Total expenditure included in approved budget. Amount: \$80,000	Commission approve the amendment and authorize the Mayor to execute.
2.	School Board of Orange County, Florida	2019-2021 School Resource Officer Program	City shall be reimbursed in accordance with the attached schedule. Amount: \$787,600	Commission approve the agreement and authorize the Mayor to execute.
The City shall be reimbursed by SBOC in the amount of \$390,550 (2019/20) and \$397,050 (2020/21).				

Exhibit "A"

Winter Park Police Department  
2019-2020 School Year  
Reimbursement for School Resource Officers

	School	School #	Level	# of Officers	Amount NTE*
1	Brookshire ES	751	E	1	49,000.00
2	Lakemont ES	561	E	1	49,000.00
3	Winter Park HS	1411	H	2	98,000.00
4	Winter Park 9 <sup>th</sup> Gr Ctr	302	9th	1	49,000.00
5	Orange Tech - Winter Park (WPPD Detail)	5852	T	1	72,050.00
	<b>Total</b>		<b>5</b>	<b>6</b>	<b>317,050.00</b>

No. of Elementary Schools	2
No. of K-8 Schools	0
No. of Middle Schools	0
No. of 9th Grade Centers	1
No. of High Schools	1
No. of ESE Schools	0
No. of ALT Schools	0
No. of Tech Schools	1
<b>Total No. of Schools</b>	<b>5</b>

Exhibit "A"

Winter Park Police Department  
2020-2021 School Year  
Reimbursement for School Resource Officers

	School	School #	Level	# of Officers	Amount NTE*
1	Brookshire ES	751	E	1	50,000.00
2	Lakemont ES	561	E	1	50,000.00
3	Winter Park HS	1411	H	2	100,000.00
4	Winter Park 9 <sup>th</sup> Gr Ctr	302	9th	1	50,000.00
5	Orange Tech - Winter Park (WPPD Detail)	5852	T	1	72,050.00
	<b>Total</b>		<b>5</b>	<b>6</b>	<b>322,050.00</b>

No. of Elementary Schools	2
No. of K-8 Schools	0
No. of Middle Schools	0
No. of 9th Grade Centers	1
No. of High Schools	1
No. of ESE Schools	0
No. of ALT Schools	0
No. of Tech Schools	1
<b>Total No. of Schools</b>	<b>5</b>





# city commission **agenda item**

item type	Consent Agenda	meeting date	8/26/2019
prepared by	Purchasing	approved by	
board approval	final vote		
strategic objective	Fiscal Stewardship		

## **subject**

Approve the following formal solicitations:

1. Mechanical Services of Central Florida: RFP-22-2019 – Community Center Chiller; \$117,538.
2. Moore Stephens Lovelace: RFP-23-2019 – External Audit Services; Not to exceed \$62,000 per fiscal year.

## **motion / recommendation**

Commission approve items as presented.

## **background**

Formal solicitations were issued to award the items.

## **alternatives / other considerations**

N/A

## **fiscal impact**

Item 1: Total expenditure included in approved budget.

Item 2: Total expenditure under the contract term not to exceed \$62,000 per fiscal year or approved budgeted amount.

### ATTACHMENTS:

Description	Upload Date	Type
Formal Solicitations	8/19/2019	Cover Memo



# city commission agenda item

item type	Formal Solicitations	meeting date	August 26, 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.	Mechanical Services of Central Florida	RFP-22-2019 – Community Center Chiller	Total expenditure included in approved budget. Amount: \$117,538	Commission approve the award and authorize the Mayor to execute the contract.
2.	Moore Stephens Lovelace	RFP-23-2019 – External Audit Services	Total expenditure under the contract term not to exceed \$62,000 per fiscal year or approved budgeted amount.	Commission approve the award and authorize the Mayor to execute the contract.
The term of the contract shall be valid for fiscal years ending September 30, 2019 – 2021.				



# city commission **agenda item**

item type	Consent Agenda	meeting date	8/26/2019
prepared by	CRA	approved by	City Manager
board approval	N/A final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development, Investment in Public Assets and Infrastructure, Fiscal Stewardship		

## **subject**

Approve extension of Old Library Site Task Force through the end of September.

## **motion / recommendation**

Extend the task force sunset date through the end of September.

## **background**

The task force has been hearing stakeholder input and soliciting comment through the website, social media, and at public meetings. They are currently still awaiting comment from additional interested parties through the month of August, with completion of their final report expected by the end of September.

## **alternatives / other considerations**

## **fiscal impact**



# city commission agenda item

item type	Action Items Requiring Discussion	meeting date	8/26/2019
prepared by	Budget and Performance Measurement	approved by	City Manager, City Attorney
board approval	N/A final vote		
strategic objective	Fiscal Stewardship		

## **subject**

Discussion of Potential FY20 Budget.

## **motion / recommendation**

Review and approve/reject staff and commission suggestions for budget adjustment.

## **background**

Each year during the budget process, suggestions for changes to the proposed budget are brought forward by the Commission and staff. Attached to this item is a matrix of suggested changes that have been received. Staff has included a number of changes based on the recent release of state revenue estimates, changes to existing contracts, and funding requests that have been received from the time the budget was first presented.

## **alternatives / other considerations**

## **fiscal impact**

Based on changes already approved, here is a summary of helpful information.

General Fund: Contingency currently stands at \$931k (Commuter Rail \$316k, Budget Policy Reserve \$319k, Surplus Contingency \$296k). Revising the budget to match the state estimates would add an additional \$107k. Beneficial changes to the School Resource Officer contract will raise revenues by a net \$50k. Adding the additional Cybersecurity position in IT will cost approximately \$85k. If all suggested staff changes in the General Fund are made, total contingency will increase by \$72k overall.

CRA Agency: At the recent CRA Agency meeting, all available cash and contingency funding was allocated to capital projects for FY20.

Water & Wastewater: The South Seminole & North Orange Wastewater Transmission Authority just released their cost estimates based on new capital contributions required through our interlocal agreements for wastewater treatment. Staff has provided a contingency of almost \$190k for anticipated changes and this contingency has now been allocated for these costs.

Electric Utility & Stormwater: No change in budgets.

Organizational Support: Staff has received a request from the Polasek Museum (\$23k) to support their operations. The city has an adopted funding mechanism to support outside organizations and the total funding pool for FY20 is \$350k. There is approximately \$23k that has not been allocated in the proposed budget.

Affordable Housing: The Winter Park Housing Authority has asked for \$25k in annual assistance to support capital repairs and replacements at the Plymouth Apartments. The Affordable Housing Trust has over \$600k in available funds that can be utilized for this type of support.

ATTACHMENTS:

Description	Upload Date	Type
Proposed Budget Changes FY20	8/20/2019	Cover Memo

Suggested City Commission & Staff Budget Adjustments FY 2020

Item	Proposer	Fund	Budget Amt	Budget Source	Comments	Staff Notes
State Revenue Estimates	Staff	General Fund	250,000	Half Cent Sales Tax	State Revenue estimates are preliminarily arrived at by staff for budget planning purposes until the State provides their final figures. These were later than usual this year and traditionally changes to the original budget are only made when state estimates differ significantly. The net effect of the state changes is a positive \$107k to the budget. This can be added to the revenue total to raise available contingency or be left at original staff estimates to provide some conservative figures in case state estimates are not met over the course of the year.	Staff preliminarily estimated sales taxes at \$4.985 million, the State has provided an estimate of \$5.230 million.
			(25,000)	Local Option Gas Tax		State estimate is \$1.028 million.
			112,000	Municipal Revenue Share		State estimate is \$1.56 million.
			(230,000)	Communications Services Tax		State estimate is \$1.794 million.
Police School Resource Officers	Staff	General Fund	50,000	Public Safety Police SRO		The new SRO contract with Orange County approved in August, provides for \$320k in reimbursement. The original amount in the budget was \$270k.
			-	Special Detail Police (Wash with Rev and Exp)		The new SRO contract also provides \$72k for additional officer coverage at the schools. Some of this amount was previously accounted for in the Special Detail budget, but now with confirmed numbers the additional amount will be a wash with the revenue side increasing and the expenditure side increasing.
Cybersecurity IT Position	Staff	General Fund	85,000	Contingency		Since the initial creation of the budget document, four Florida cities have been hit with ransomware attacks. The City of Winter Park takes great precaution to ensure the safety and integrity of data but it just takes one user error misstep to open up systems to hackers. With more business and data being housed on-line, IT has requested an additional staff member to address these concerns.
Water & Wastewater Interlocal Agreements	Staff	Water & Wastewater Fund	189,815	W&WW Contingency		The South Seminole & North Orange County Wastewater Transmission Authority has just provided their revised estimates for the city's contribution under the interlocal agreement and they are significantly higher due to planned capital improvement expenditures. In anticipation of some increase, the initial budget was created with a contingency of about \$190k. This will now be needed to cover these increases.
Polasek Museum	Polasek	Designations Trust Fund	23,000	Org. Support Contingency		The Polasek Museum and Sculpture Gardens is looking for \$23k in operating support to mitigate funding reductions that have been reduced at the State level for Arts and Cultural organizations. (There is \$23k remaining in the funding source for organizational support.)
Housing Authority	Housing Authority	Affordable Housing Trust Fund	25,000	Contingency in Housing Trust Fund		The Plymouth is a Housing Authority run property that is asking for \$25k to support capital repairs and replacements as necessary. Currently the Affordable Housing Trust Fund has over \$600k that could be used to support this request.

**Suggested City Commission & Staff Budget Adjustments FY 2020**

Item	Proposer	Fund	Budget Amt	Budget Source	Comments	Staff Notes
Mead Gardens Weeds	Sprinkel	General Fund	10,000	Contingency	Provide funding to address weeding issues at the Gardens	Staff has \$25k dedicated to deal with additional maintenance concerns at Mead but is waiting upon agreement for the new lease. To address issues immediately, staff is recommending that \$10k be added to the Parks budget to enhance maintenance.
Library ERP System	Sprinkel	General Fund	56,000	Contingency	The library is updating its operating system (ERP) and needs a contribution to complete the project. This new system will also be utilized in the new library location as well.	The city has previously supported upgrades for card operating systems at the library. Staff would recommend adding a one time increase of \$56k to the library organizational support transfer for FY20 to address this upgrade.
MLK Park Plan	Sprinkel	General Fund/CRA	TBD	TBD	Would like to see plans on a rehabilitation of MLK Park.	Parks staff is currently having the previously performed project scope of MLK Park, reexamined and will return with recommendations regarding different levels of potential improvements to the area. As discussed at the CRA Agency Meeting, the CRA has the future capacity to address some improvement at this site and that funding can be discussed and assigned at a future CRA CIP meeting.
Drainage Plan for City	Sprinkel	Stormwater/CRA	TBD	TBD	Would like to see a drainage plan for the city, where there are issues.	At the CRA Agency Meeting in July, \$350k was approved to masterplan stormwater concerns in the CRA area. This will not address the whole city but will certainly be a good start to begin expansion of the effort.
Parks & Rec Bike Path and Green Spaces Plan	Sprinkel	General Fund/CRA	TBD	TBD	Would like to see a Parks & Rec plan that includes greenspaces and bike paths.	This effort will be part of the overall Transportation Master Plan being performed by the Planning & Public Works Departments.
Polasek Museum	Cooper	Designations Trust Fund	23,000	Org. Support Contingency	Approve Polasek's request to be included in the list of Community Partners.	There is \$23k available for organizational support and can be used for this request.
Stormwater Master Plan beyond the CRA FY20	Cooper	General Fund	TBD	General Fund Contingency	CRA budgeted \$350K in FY20. GF proration for non CRA properties.	The CRA approved funds of \$350k will be the first phase of reviewing regional stormwater.
Corridor Traffic Model beyond the CRA FY20	Cooper	General Fund	TBD	General Fund Contingency	CRA budgeted \$100K in FY20. This proration is to cover associated corridor traffic, signalization modeling that are outside the CRA. (i.e. Gay/Trovillion Rd )	The CRA has \$200k in its contractual services account for FY20. These funds could be used for this project.
17/92 PDE Intersection Improvements beyond the CRA FY20	Cooper	General Fund	113,750 (Summary of LRE/Distribution of Cost Version 2	General Fund Contingency	17/92 PDE Amendment includes landscaping and intersection improvements at Orlando/Orange and Orlando/Minnesota intersections.	CIP contributions from the General Fund for the 17/92 project can certainly be added to the CIP. This can either be allocated now, or can be done closer to when a solid start date for the project is announced. It is also possible that if the city is providing services (labor) to this CRA project, that the City and CRA can sign an interlocal that credits the labor value to the total project cost and allows CRA dollars to cover any cash outlays. This would be similar to how the Denning Project was structured.
Transportation Impact Fee for Commercial Development	Cooper	General Fund	Increased Revenue to be used to fund transportation improvements.	Impact Fee Revenue to the General Fund	Winter Park does not collect transportation impact fees or multi-modal fees for impacts of new development on our roads or multi-modal facilities.	Review of this impact fee could be considered as part of the work being done on a Mobility Fee. The County led effort to add a 1 cent sales tax to fund transportation may also impact this consideration.

**Suggested City Commission & Staff Budget Adjustments FY 2020**

Item	Proposer	Fund	Budget Amt	Budget Source	Comments	Staff Notes
Establish Commercial Parks Usage (Impact) Fee	Cooper	General Fund	Increased Revenues	Impact Fee Revenue to the General Fund	Comprehensive Plan policy 6-3.1.1. requires "all new development" to pay its fair-share of the cost to acquire new parks. Currently the fee is only assessed on residential properties in excess of 10 units. The WRT, Analysis of Potential Impediments to Economic Development, in September 2013, recommended developing " a non-residential system development charge (SDC) allowing the city to require non-residential development to pay a fee or dedicate park land as a condition of building permit approval." (pg 32) We have not evaluated this source of parks acquisition contribution.	
New Vehicle Purchases	Cooper	All Funds	TBD	Part of Division Operating Budgets	Upgrade any new vehicle purchases to electric vehicles.	Staff is currently considering upgrading the vehicles in the Building Department to electric, pending feasibility of the options available. For the heavier construction equipment and trucks, there may not be viable options that can effectively perform the work needed, but our Fleet and Sustainability group continue to monitor the improvements in this technology to see what can be done. Electric vehicles do come at a premium cost to conventional.
Circulator Shuttle	Cooper	General Fund/CRA/Grant	150,000	Contingency Budgets or Grants	Add a circulator vehicle to move residents/visitors between Sunrail, shopping areas and other areas of interest. Pursue grants from state. Complies with Sunrail Task Force and Kimley-Horn recommendations.	Staff can certainly begin to look into grant opportunities. The County led sales tax effort, if it passes, would also be able to fund this activity. The CRA budget and cash reserves are currently completely allocated for FY20 but would have some availability in future years.
Lakemont Ave. Study	Seidel	General Fund	TBD	General Fund Contingency	Lakemont Avenue Roadway Diet Study including conceptual plans and public meetings. Hospital to Pine Ave.	With the addition of a transportation planner position in FY20, this work may be able to be partially or completely performed in-house. Public Works and Planning will work to determine what is required.
17/92 Corridor Modeling	Seidel	General Fund/CRA	100,000	Fund Contingencies	Corridor modeling in conjunction with current FDOT plans development.	There may be elements of this work that could be performed in-house. The CRA also has reserved funds for this project that could be utilized now to complete this.
Reduce Millage Rate	Seidel	General Fund/CRA	TBD	Fund Contingencies	Reduce Millage Rate based on Homestead exemption not passing.	Reductions to the millage rate will effect the General Fund, and to a lesser extent the CRA, as they both derive their primary revenue source from property taxes. Currently the General Fund budget has a proposed contingency of \$931k which is made up of the designated support for Commuter Rail (\$316k), budget policy savings reserve of half a percent of revenues (\$319k), and \$296k of additional contingency. The homestead exemption was expected to cost the city a maximum of \$750k. Removing this amount from estimated property tax revenue collection would require a reduction in the millage rate to about 3.9660. This would also result in a reduction of \$87k in planned CRA revenues. Property tax revenues will make up over 60% of net new revenue growth in FY20 and offset other revenue sources that are largely flat or declining.
Lake Health Analysis	Seidel	General Fund	TBD	General Fund Contingency	Review of Lake health analysis with recommendations for improvements for all lakes in Winter Park. Review of information currently collected and what measures or actions may need to be improved upon.	Public Works will review and return with recommendations.





# city commission agenda item

item type	Public Hearings	meeting date	8/26/2019
prepared by	Planning	approved by	City Manager, City Attorney
board approval	N/A final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

## **subject**

Request to Terminate Development Agreement for 1345 Clay Street

## **motion / recommendation**

Recommendation to terminate the Development Agreement for 1345 Clay Street.

## **background**

In 2005, the City annexed the property at 1345 Clay Street which holds a 1925 historic home. In return for the continued preservation of that building via adding it to the City's Register of Historic Places, the City also rezoned the property to Office (O-2). This adaptive reuse allowed for the preservation of the 1925 structure, the oversight of the Historic Preservation Board on any exterior changes or additions while allowing the owners to convert the interior to office space for mental health counseling.

At that time, the only concern was traffic and parking given that all the adjacent properties were single family homes. As a result, a Development Agreement (attached) was entered into in July, 2005 that gave the Planning Director the authority to approve or deny changes in office business types based on the traffic and parking characteristics of the proposed office business.

At this time, conditions have changed dramatically in that immediate area. Under construction is a 300+ unit apartment complex on the adjacent six acres to the west. The owners of 1345 Clay Street are asking to terminate the Development Agreement and let the normal City office zoning rules govern the future tenant mix.

The Planning staff agrees with the request. Based upon the available parking, the building cannot expand from the current 2,000 square feet. Any changes to the property must not only meet the office zoning rules but also must be approved by the Historic Preservation Board at a noticed public hearing. There are only so many office tenants that can use a 1925 house converted to an office. A high traffic volume turnover type office is not a likely possibility.. The traffic impact on the surrounding area will be from the apartments and not from changes in tenants in the same 2,000 sq. ft. within this 1925 house converted to office.

**alternatives / other considerations**

N/A

**fiscal impact**

N/A

**ATTACHMENTS:**

**Description**

Backup Materials

Original Development Agreement

Termination of DA

**Upload Date**

8/14/2019

8/14/2019

8/14/2019

**Type**

Backup Material

Backup Material

Backup Material

## Parcel Photos - 1345 Clay St



292212709601030 02/13/2007







**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

**PREPARED BY:**

James R. Pratt, Esq.  
Graham, Builder, Jones, Pratt & Marks, LLP  
369 N. New York Avenue  
Winter Park, FL 32789  
(407) 647-4455

**RETURN TO:**

Donald S. Martin, AICP  
Dir. of Planning & Comm. Dev.  
City of Winter Park  
401 Park Avenue  
Winter Park, FL 32789  
(407) 599-3217

**DEVELOPMENT AGREEMENT**  
(1345 Clay Street)

**THIS DEVELOPMENT AGREEMENT** ("this Agreement") is made and entered into as of the 11<sup>th</sup> day of July, 2005 by and between **MICHAEL E. NEBEL** and **SANDEE S. NEBEL**, (collectively, "Owner") whose address is 1331 Lakeview Drive, Winter Park, Florida, 32789 and the **CITY OF WINTER PARK**, a Florida municipal corporation, whose mailing address is 401 Park Avenue, Winter Park, FL 32789, Attention: City Manager (hereinafter referred to as the "City").

**WITNESSETH:**

**WHEREAS**, the Owner owns fee simple title to certain lands located in Orange County, Florida, said lands being more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property"); and

**WHEREAS**, the Owner has applied to the City to annex the Property into the corporate limits of the City, and to rezone the Property 0-2 in accordance with Section 58-72 of the **Code of Ordinances of the City of Winter Park, Florida** (the "Code"); and,

**WHEREAS**, the Winter Park City Commission, after holding all requisite public hearings and being otherwise fully advised, approved the Owner's applications, on July 11, 2005; and,

**WHEREAS**, as a condition of such approval and to further ensure that the Property is used in a manner that is compatible and consistent with surrounding properties to the greatest degree reasonably possible, the City has required the Owner to subject the Property to the terms of this Development Agreement; and,

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

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

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

**Section 2. Use of the Property.** Notwithstanding the other uses that are permitted by the Code, subject to the provisions of this Agreement, the Property may be used only for mental and emotional health counseling and treatment and related activities (the "Permitted Use"). The Permitted Use will be broadly and liberally construed and will expressly permit the following activities, without implied limitation: Advising, consulting, counseling, and treating individuals with respect to eating disorders and other addictive behavior, nutrition and dietary matters, marital and family issues, pain management, and career and school planning. No owner or occupant of the Property shall be required to secure City's consent as a condition of using the Property for the Permitted Use.

**Section 3. Change of Use.** If at any time any owner or occupant of the Property desires to use the Property for purposes other than the Permitted Use that are otherwise permitted by the Code, City approval shall be required. In order to obtain such City approval, the applicant shall submit a request to the Director of Planning for the City, providing such information to that Director as he or she may reasonably require. The Director of Planning for the City shall have discretion, without the joinder, consent, or approval of any other City official or representative, to allow the requested change of use. The Director of Planning for the City will be required to permit any requested use if such Director determines that the use will result in no substantial increase in parking required by, or traffic generated by, such use over the level of parking and traffic generated by the Permitted Use. In the event the Director of Planning for the City denies a request for change of use pursuant to this Section, the applicant shall have the right to appeal that denial to the City Commission.

**Section 4. Signage.** The face of any sign placed on the Property for the purpose of identifying the business conducted from the Property shall not exceed twelve (12) square feet.

**Section 5. No Permit.** This Agreement is not and shall not be construed as a development permit, nor authorization to commence development, nor shall it relieve the Owner of the obligations to obtain necessary development permits that are required under applicable law and under and pursuant to the terms of this Agreement.

**Section 6. Notice.** Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) when (i) hand delivered to the other party at the address appearing on the first page of this Agreement, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return receipt



requested, addressed to the party at the address appearing on the first page of this Agreement, or such other person or address as the party shall have specified by written notice to the other party delivered in accordance herewith.

**Section 7. Covenant Running with the Land.** This Agreement shall run with the Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Property or any portion thereof. Notwithstanding any other provision of this Agreement, this Agreement will burden the Property and remain in effect only for as long as the Property lies within the corporate limits of the City. If at any time the Property is deannexed from the City or is annexed into the jurisdiction of another governmental entity, then this Agreement shall automatically terminate and be of no further force or effect.

**Section 8. Recording of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Owner's expense, in the Public Records of Orange County, Florida. The City will, from time to time upon request of the Owner, execute and deliver letters affirming the status of this Agreement.

**Section 9. Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

**Section 10. Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

**Section 11. Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

**Section 12. Further Documentation.** The parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder.

**Section 13. Specific Performance.** Both the City and the Owner shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance.

**Section 14. Attorneys' Fees.** In the event that either party finds it necessary to commence an action against the other party to enforce any provision of this Agreement or because of a breach by the other party of any terms hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, legal assistants' fees and costs incurred in connection therewith, at both trial and appellate levels, including bankruptcy proceedings, without regard to whether any legal proceedings are commenced or whether or not such action is prosecuted to judgment (collectively, "Attorneys' Fees")

**Section 15. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

**Section 16. Captions.** Captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

**Section 17. Severability.** If any sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereof.

**Section 18. Effective Date.** The Effective Date of this Agreement shall be the day and year first above written.

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

Signed, sealed and delivered in the presence of

Wendy Pann Adler  
Print Name Wendy Pann Adler

Sheila Ambrecht  
Print Name Sheila Ambrecht

Wendy Pann Adler  
Print Name Wendy Pann Adler

Sheila Ambrecht  
Print Name Sheila Ambrecht

**OWNER:**

Michael E. Nebel  
Michael E. Nebel

Sandee S. Nebel  
Sandee S. Nebel



STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **Michael E. Nebel** and **Sandee S. Nebel**, who ☒ are personally known to me or ☐ produced \_\_\_\_\_ as identification, and that they acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, for the uses and purposes therein expressed.

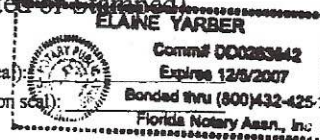
WITNESS my hand and official seal in the County and State last aforesaid this 14th day of July, 2005.

Elaine Yerber  
Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal)

My Commission Expires (if not legible on seal)



Signed, sealed and delivered in the presence of:

Linda T. Steman

Print Name: LINDA T. Steman

Jett Briggs

Print Name: Jett Briggs

CITY:

CITY OF WINTER PARK, FLORIDA

By:

Kip Marchman  
Kip Marchman, Mayor

Attest:

Matthew Gordon  
City Clerk

(SEAL)

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

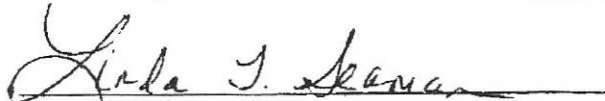
Approved as to form and legality this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED BY THE WINTER PARK  
CITY COMMISSION AT A MEETING  
HELD ON 7/11/05 UNDER AGENDA  
ITEM NO. P.H.A.

**STATE OF FLORIDA  
COUNTY OF ORANGE**

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

**WITNESS** my hand and official seal in the County and State last aforesaid this 29th day of July, 2005.

  
Signature of Notary

LINDA T. SEAMAN  
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): \_\_\_\_\_



**Linda T. Seaman**  
Commission # DD409232  
Expires May 4, 2009  
Bonded Tray Firm - Insurance, Inc. 800-385-7019

EXHIBIT "A"

THE PROPERTY

Lots 3 and 4, THE PINES, according to the Plat thereof as recorded in Plat Book H, Page 14, of the Public Records of Orange County, Florida.

Prepared by:  
Joseph E. Seagle, Esq.  
Joseph E. Seagle, P.A.  
924 W Colonial Drive  
Orlando, FL 32804

Return to:  
City of Winter Park  
Planning & Commercial Development  
401 Park Avenue  
Winter Park, FL 32789

**TERMINATION OF DEVELOPMENT AGREEMENT  
(1345 Clay Street)**

**THIS TERMINATION OF DEVELOPMENT AGREEMENT** ("this Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between White Picket Fence Properties, LLC, a Florida limited liability company ("Owner") whose address is 1345 Clay Street, Winter Park, FL 32789, and the **CITY OF WINTER PARK**, a Florida municipal corporation, whose mailing address is 401 Park Avenue, Winter Park, FL 32789, Attn: City Manager (hereinafter referred to as the "City").

W I T N E S S E T H

**WHEREAS**, the Owner owns fee simple title to certain lands located within the corporate limits of Winter Park, located in Orange County, Florida, said lands being more particularly described as

Parcel A

Begin at the Southeast corner of Lot 4, Block A, The Pines, according to the map or plat thereof, as recorded in Plat Book H, Page 14, of the Public Records of Orange County, Florida, run thence West 101.70 feet, thence North 0 Degrees, 19 Minutes West 100 feet, thence East 99.23 feet to the Northeast corner of Lot 3, of said Block A, thence South 1 Degrees, 44 Minutes East 100 feet to the point of beginning.

AND

Parcel B

Begin 101.70 feet West of the SE corner of Lot 4, Block A, THE PINES, according to the map or plat thereof, as recorded in Plat Book H, Page 14, of the Public Records of Orange County, Florida, run thence North 0 Degrees, 19 Minutes West 100 feet, thence West 38.70 feet to the NW corner of Lot 3 of said Block A, thence South 01 Degrees 43 Minutes" East to the Southwest corner of aforementioned Lot 4, thence East 36.26 feet to the Point of Beginning.

Also Known As:

Lots 4 and 3, Block A, THE PINES, according to the plat thereof as recorded in Plat Book H, Page 14, of the Public Records of Orange County, Florida.

(hereinafter, the "Property"); and

**WHEREAS**, the City and a prior owner of the Property entered into a certain Development Agreement dated July 11, 2005, as recorded in Official Records Book 8104, Page 2691, and Instrument Number 20050511276, (the "Development Agreement") restricting the commercial uses permitted at the Property;

**WHEREAS**, the character of the neighborhood surrounding the Property has significantly changed since 2005;

**WHEREAS**, the restrictions on use of the Property are no longer compatible and consistent with the surrounding properties which are now more densely populated and used for various commercial purposes; and

**WHEREAS**, the parties concur that it is in the best interests of the City, the surrounding property owners, the Owner and future owners of the Property, to mutually terminate the Development Agreement;

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

1. The above recitals are true and correct and incorporated herein by reference.
2. The Development Agreement is hereby terminated, and it shall have no further effect upon the Property, City, Owners, nor any future owners of the Property.
3. The parties hereto agree that an executed original of this Termination of Development Agreement shall be recorded by the City, at the Owner's expense, in the Public Records of Orange County, Florida.
4. This Agreement and the provisions contained herein shall be governed by the laws of the State of Florida.
5. This Agreement constitutes the entire agreement between the Parties, and supersedes all previous discussions, understandings, and agreements with respect to the subject matter hereof. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.
6. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.
7. If any part or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereof.
8. The Effective Date of this Agreement shall be the day and year first written above.

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

Signed, sealed and delivered in the presence of:

**CITY:**

CITY OF WINTER PARK, FLORIDA

\_\_\_\_\_  
Witness #1  
Printed Name:

By: \_\_\_\_\_  
Steve Leary, Mayor

\_\_\_\_\_  
Witness #2  
Printed Name:

Attest: \_\_\_\_\_  
Cindy Bonham, City Clerk

(SEAL)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Steve Leary, as Mayor, and Cindy Bonham, as City Clerk, for City of Winter Park, Florida, a Florida municipal corporation. They are \_\_\_\_ personally known to me, or \_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of Florida

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

Approved as to form and legality this \_\_\_\_ day  
of \_\_\_\_\_, 2019.

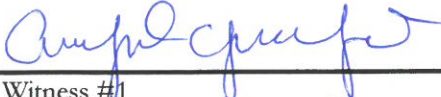
**APPROVED BY THE CITY OF WINTER  
PARK CITY COMMISSION AT A MEETING  
HELD ON \_\_\_\_\_ UNDER  
AGENDA ITEM NO. \_\_\_\_\_.**





Signed, sealed and delivered in the presence of:

**OWNER:**

WHITE PICKET FENCE PROPERTIES, LLC, a  
Florida limited liability company

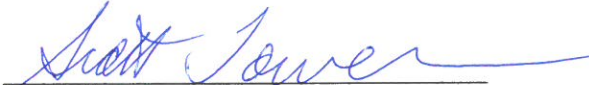
  
Witness #1  
Printed Name: Crystal George

By:   
Sandee S. Nebel  
Manager

  
Witness #2  
Printed Name: Ben Holman

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15 day of July, 2019, by Sandee S. Nebel, as manager for White Picket Fence Properties, LLC, a Florida limited liability company. She is        personally known to me, or ✓ produced FLORIDA Driver License as identification.

  
Notary Public – State of Florida



Scott Towson  
Notary Public  
State of Florida  
My Commission Expires 5/24/2020  
Commission No. FF 967755



# city commission **agenda item**

item type	Public Hearings	meeting date	8/26/2019
prepared by	Planning	approved by	City Manager, City Attorney
board approval	yes final vote		
strategic objective	Exceptional Quality of Life, Intelligent Growth and Development		

## **subject**

Request of Rex-Tibbs Construction for:

- Subdivision or lot split approval to divide the property at 2700 Wright Avenue, zoned R-1A, into two lots with 65 and 69.41 feet of frontage on the street and lot sizes of 10,129 and 10,816 square feet of land area for each lot. Variances are requested for the proposed lot widths. The applicant is proposing to preserve and dedicate to the city, a permanent easement for the preservation of the three live oak trees located in the rear yards of the new lots.

## **motion / recommendation**

Staff and P&Z Board recommendation is for approval with two conditions:

1. That the applicant enter into a tree preservation agreement with the City to preserve the three live oaks in the rear of the split lots.
2. That the final front elevations of the homes be of varied architectural styles to each other to provide diversity to the neighborhood.

## **background**

Rex-Tibbs Development and Construction LLC (contract purchaser) is requesting lot split approval to divide the property at 2700 Wright Avenue into two single-family lots. The property is currently occupied by a single-family home that will be demolished. The zoning of this property is R-1A. The lots are proposed to be split in the north/south direction with 65 and 69.41 feet of lot frontage along Wright Avenue and will be 10,129 and 10,816 square feet. The lot areas meet the minimum requirements for R-1A, but variances are requested for both of the lot widths in lieu of the minimum 75 feet of frontage for interior lots and 85 feet of frontage for corner lots. As a result, the compromise offered by the applicant is the commitment in the form of a permanent easement to preserve the three existing live oaks in the rear (southern) portion of this lot, if the variance is granted.

During the City's review process of subdivisions or lot split requests, there are two criteria that are reviewed. First is the 'Zoning Test' as to conformance with the zoning criteria. The next is the 'Lot Conformance to Subdivision Code Test' which is conformance to the neighborhood character. The applicable policies governing lot splits are below.



**Zoning Test:** This existing property has 134 feet of frontage on Wright Avenue and 155 feet of frontage on Winter Park Road, and measures approximately 20,938 square feet in size. The applicant is proposing to split the lot north/south and will front along Wright Avenue. The subdivided lots are proposed to have 65 or 69.41 feet of frontage and will be 10,129 and 10,816 square feet in size. The R-1A zoning requires a minimum of 75 feet of frontage for interior lots and 85 feet of frontage for corner lots, and a minimum of 8,500 square feet of land area. Thus, this request does not meet the R-1A lot frontage standards, and variances are requested. Below is a table summarizing this request in comparison to the R-1A lot requirements. Items in bold indicate a variance request as part of this site plan review.

Table 1:

	R-1A Zoning	Proposed East Lot	Proposed West Lot
Lot Size	8,500 square feet	10,129 square feet	10,816 square feet
Lot Width	75 feet	<b>65 feet</b>	<b>69.41 feet</b>

Note: Items in bold indicate a variance request.

It is important to note that with the 156 feet of frontage along Winter Park Road, if the applicant were to split the lot east/west to front along Winter Park Road, the only variance needed would be for the extra 5 feet of width required for a corner lot. However, while this would be less of a variance request, splitting the lot in this direction would not allow the applicant to save the tree healthy oak trees that make this lot special.

**Lot Conformance to Subdivision Code Test:** The practice outlined in the Comprehensive Plan and the Subdivision Code (attached) is to look at the surrounding neighborhood to compare the standard lot sizes. The Subdivision Code dictates that the review area is within a 500-foot radius of the subject property, and limited to those with the same zoning designation.

There are 53 homes within this neighborhood with the same R-1A zoning (see attached map). The average lot width is 73.6 feet, and the median lot width is 71.4 feet. The average lot area from this 53-home survey is 11,528 square feet, and the median lot area is 9,714 square feet. Thus, the proposed lot widths of 65 and 69.41 feet are four to eight and a half feet shorter than the neighborhood average, and the lot areas are approximately 700-1,400 square feet less than the existing neighborhood average. However, the proposed lot areas are greater than the neighborhood median.

Of the 53 lots, only 18 lots (34%) conform to the code width requirements of R-1A, and 35 lots (66%) have lot widths less than the code requires. A majority of the neighborhood has lot widths of 50 to 71 feet in width. Therefore, the proposed lot frontages of 65 and 69.41 feet, although short of the 75-foot minimum for R-1A zoning, compare favorably to a majority of the homes in the neighborhood.

**Permanent Tree Easement:** In recognition of the variance request, the compromise offered by the applicant is the commitment in the form of a permanent easement to preserve the three existing live oaks in the rear (southern) portion of this lot, if the variance is granted. Attached is the proposed development agreement for this easement.

These three healthy oak trees are located on the southern portion of the property and measure 45 inches, 40 inches, and 50 inches in diameter.

**Development Plans:** The applicant has provided conceptual front elevations for the type of homes that they plan to build, and conceptual site plans for the layout of the proposed new homes (attached). The applicant will comply with the normal single-family development standards, setbacks, etc.

Lot split requests like these give the City an opportunity to provide input to the developers to encourage variety and character in their design to enhance our single-family neighborhoods. As mentioned, the applicant provided generalized front elevations of the types of homes they plan to build, which depict two slightly different architectural elevations for the homes. Staff suggests that the final front elevations of the homes be of varied architectural styles to each other to provide diversity to the neighborhood.

**Summary:** This would be a simple request if the applicants were asking to divide this property with a 75 foot lot and 81 foot lot on Winter Park Road. While it is not a custom of the planning staff to recommend approval of lot splits with variances, the minor shortfall of four feet would be de minimis. The result however, would be the destruction of three large healthy specimen live oak trees. While the frontages variances are greater dividing the property so that the lots front on Wright Avenue, the applicant agreement is to commit, through a permanent tree easement, to save these three significant specimen live oak trees as an important and valuable concession to the variance request. Based on this concession and the fact that this request compares favorably to a majority of the neighborhood, staff and the P&Z Board feel that the variance requests are acceptable.

## **RELEVANT COMPREHENSIVE PLAN POLICIES:**

**Policy 1-5.2.8: Subdivision of Land and Lot Splits for Non-Lakefront Single Family & Low Density Multi-Family Property.** The City shall consider approving subdivision and lot split applications, which are not lakefront properties and which are not estate lots in areas designated single family, low density or multi-family residential, when the proposed new lots are designed at size and density that meet adopted subdivision regulations. The City Commission in consideration of lot consolidation requests may limit the applicable floor area ratio as a condition of approval in order to preserve neighborhood scale and character.

**Policy 1-6.3.1: Protect Trees.** The City shall promote the proliferation and preservation of trees throughout the City, minimize the removal of protected trees, and require compensation and replanting for the loss of protected trees in various stages of maturity on public and private property in order to preserve the quality of life in the City well into the future.

**Policy 5-2.7.2: Tree Protection from Development Activities.** The City shall protect and conserve specimen and other significant trees from destruction by development activities through the site development process.

## **ARTICLE VI. - SUBDIVISION AND LOT CONSOLIDATION REGULATIONS**

### **Sec. 58-377. - Conformance to the comprehensive plan.**

(a) In the City of Winter Park, as a substantially developed community, the review of lot splits, lot consolidations, plats, replats or subdivisions within developed areas of the city shall insure conformance with the adopted policies of the comprehensive plan as a

precedent to the conformance with other technical standards or code requirements.

(b) In existing developed areas and neighborhoods, all proposed lots shall conform to the existing area of neighborhood density and layout. The proposed lot sizes, widths, depths, shape, access arrangement, buildable areas and orientation shall conform to the neighborhood standards and existing conditions. This provision is specifically intended to allow the denial or revision by the city of proposed lot splits, lot consolidations, plats, replats or subdivisions when those are not in conformance with the existing neighborhood density or standards, even if the proposed lots meet the minimum technical requirements of the zoning regulations.

(c) In determining the existing area or neighborhood density and standards, for the consideration of lot splits, plats, replats or subdivision of other than estate lots or lakefront lots, the planning and zoning commission and city commission shall consider the frontage and square foot area of home sites and vacant properties with comparable zoning within an area of 500-foot radius from the proposed subdivision.

(d) In order to implement the policies of the comprehensive plan, the city commission may also impose restrictions on the size, scale, and style of proposed building, structures, or other improvements. This provision shall enable the city commission to impose restrictions on the size, height, setback, lot coverage, impervious area or right-of-way access such that proposed building and other improvements match the dimension and character of the surrounding area or neighborhood.

#### **P&Z Board Minutes from August 6th Meeting:**

- **SUB #19-05 Request of Rex-Tibbs Construction For: Subdivision or Lot Split approval to divide the property at 2700 Wright Avenue, Zoned R-1A, into two lots with 67 feet of frontage on the street and 10,035 square feet of land area for each lot. Variances are requested for the proposed 67 feet of lot width in lieu of the minimum 78/85 feet of lot width required in R-1A zoning.**

Planning intern, Nicholas Lewis presented the staff report. Mr. Lewis explained the item was a request for lot split approval to divide the property at 2700 Wright Avenue, zoned R-1A, into two lots. He stated that the request is to subdivide the property in the north/south direction into two lots, which would result in a 65 and 69.41 feet of street frontage along Wright Avenue. The division would also result in a 10,129 and 10,816 square feet of land area for each lot. He stated that variances are being requested for the proposed lot widths and the applicant has proposed to dedicate to the City via permanent easement, the three healthy live Oak trees that are located in what would be the rear of the two subdivided lots.

Mr. Lewis provided slides showing that the property at 2700 Wright Avenue is a corner lot. He noted that the property could potentially be split in the east/west or north/south direction. The applicant has requested that the property be subdivided in the north/south

direction along Wright Avenue in an effort to preserve the three healthy live Oak trees on the property. Presently there is a single-family home occupying the property that will be demolished. It was also mentioned that a lot split in the east/west direction would include the demolition of the oak trees in addition to the single-family home.

Mr. Lewis explained the City's review process for subdivision and lot split requests, which contains two criteria. The first is the zoning test that Staff uses to evaluate

conformance of zoning criteria. The second is a lot conformance to subdivision code test, which is conformance to the neighborhood character. He went on to state that R-1A zoning requires 75 feet of frontage for interior lots and 85 feet of frontage along corner lots. In addition, R-1A zoning requires a minimum of 8500 square feet of land area. It was stated that both proposed lots meeting the minimum requirements for R-1A zoning. However, neither lot meets the minimum frontage standards. He explained that the proposed interior lot is 10 feet short and the proposed corner lot is 15.59 feet short of the requirement for R-1A Zoning.

Mr. Lewis stated that it was important to note that if the applicant were to subdivide the properties in the east/west direction along Winter Park Road, the only needed variance would be for five-feet of width required for the corner lot. It was stated that while that option would be less of a variance request, it would not allow for the preservation of the healthy live oak trees on the property.

Mr. Lewis stated that the practice outlined in the subdivision code is to look at the surrounding neighborhood to compare the standard lot sizes. The subdivision code dictates that the review area is within the five hundred foot radius of the subject property and is limited to the same zoning designation. The result is 53 lots in the neighborhood that have an average lot width of 73.6 feet and a median lot width of 71.4 feet. The average lot size of the 53 homes surveyed is 11,528 square feet and the median lot size is 9,714 square feet. Of the 53 lots, only 18 lots (or 34%) conform to the requirements of R-1A zoning, 35 lots (or 66%) have lot widths less than the code requires. A majority of the lots has widths ranging from 50 to 71 feet, therefore the proposed frontages of 65 and 69.41 feet compare favorably to the homes in the neighborhood even though they are short of the minimum zoning requirement.

Mr. Lewis stated that in recognition of the variance request, the applicant is proposing the deed restriction agreement for the three healthy live oak trees with widths of 40, 45, and 50 inches in diameter in the form of permanent tree easement if the variances are granted. He presented proposed conceptual elevations of the homes the applicant wishes to build on the properties. He noted that lot split requests such as this one provide the City with an opportunity to provide input to the developers to encourage variety and character in their design to enhance our single-family neighborhoods. Staff has recommended that the final front elevations of the homes be of varied architectural styles to each other to provide diversity to the neighborhood.

Mr. Lewis summarized by reiterating that if the applicant were to request to subdivide the property in the east/west direction, along Winter Park Road, there would only be a small variance request of five feet. However, such a division would cause the destruction of the three live oak trees at the rear of the property, plus the creation of two new driveways on Winter Park road, which is larger than Wright Avenue and would create more potential for traffic safety concerns. Therefore, while the variances while the frontages variances are greater dividing the property so that the lots front on Wright Avenue, the applicant agreement is to commit through a permanent tree easement to save these three significant specimen live oak trees as an important and valuable concession to the variance request. Based on this concession and the fact that this request compares favorably to a majority of the neighborhood, staff feels that the

variance requests are acceptable.

**STAFF RECOMMENDATION IS FOR APPROVAL** with two conditions:

1. That the applicant enter into a tree preservation agreement with the City to preserve the three live oaks in the rear of the split lots.
2. That the final front elevations of the homes be of varied architectural styles to each other to provide diversity to the neighborhood.

Staff answered questions from the Board regarding square footage for the proposed homes, orientation of the lots in the original plat, architectural diversity, process, and

names, orientation of the lots in the original plat, architectural diversity process and evaluation, the tree preservation agreement, input from urban forestry regarding health of the trees, drip line and distance of construction near the trees and neighbor input. Applicant, Fredrick Tibbs, Rex-Tibbs Construction, 181 Circle Drive, Maitland, Florida, addressed the board. He stated that he met with Urban Forestry to discuss preservation of the live oak trees. He answered questions from the Board regarding architectural diversity for the proposed homes.

No one from the public wished to speak. The public hearing was closed.

The Board discussed the matter and questions were posed about the live oak trees health, methods to enforce architectural diversity, the legal form of the agreement (deed restriction running with title to the land) and the orientation of neighboring homes. After further the P&Z members expressed agreement with Staff recommendation.

**Motion made by Owen Beitsch, seconded by Chuck Bell, for subdivision or lot split approval to divide the property at 2700 Wright Avenue, Zoned R-1A, into two lots with 67 feet of frontage on the street and 10,035 square feet of land area for each lot with the following conditions:**

- 1. That the applicant enter into a tree preservation agreement with the City to preserve the three live oaks in the rear of the split lots.**
- 2. That the final front elevations of the homes be of varied architectural styles to each other to provide diversity to the neighborhood.**

**Motion carried unanimously with a 7-0 vote.**

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

N/A

#### **fiscal impact**

N/A

#### **ATTACHMENTS:**

Description

Backup Materials

Upload Date

8/14/2019

Type

Backup Material

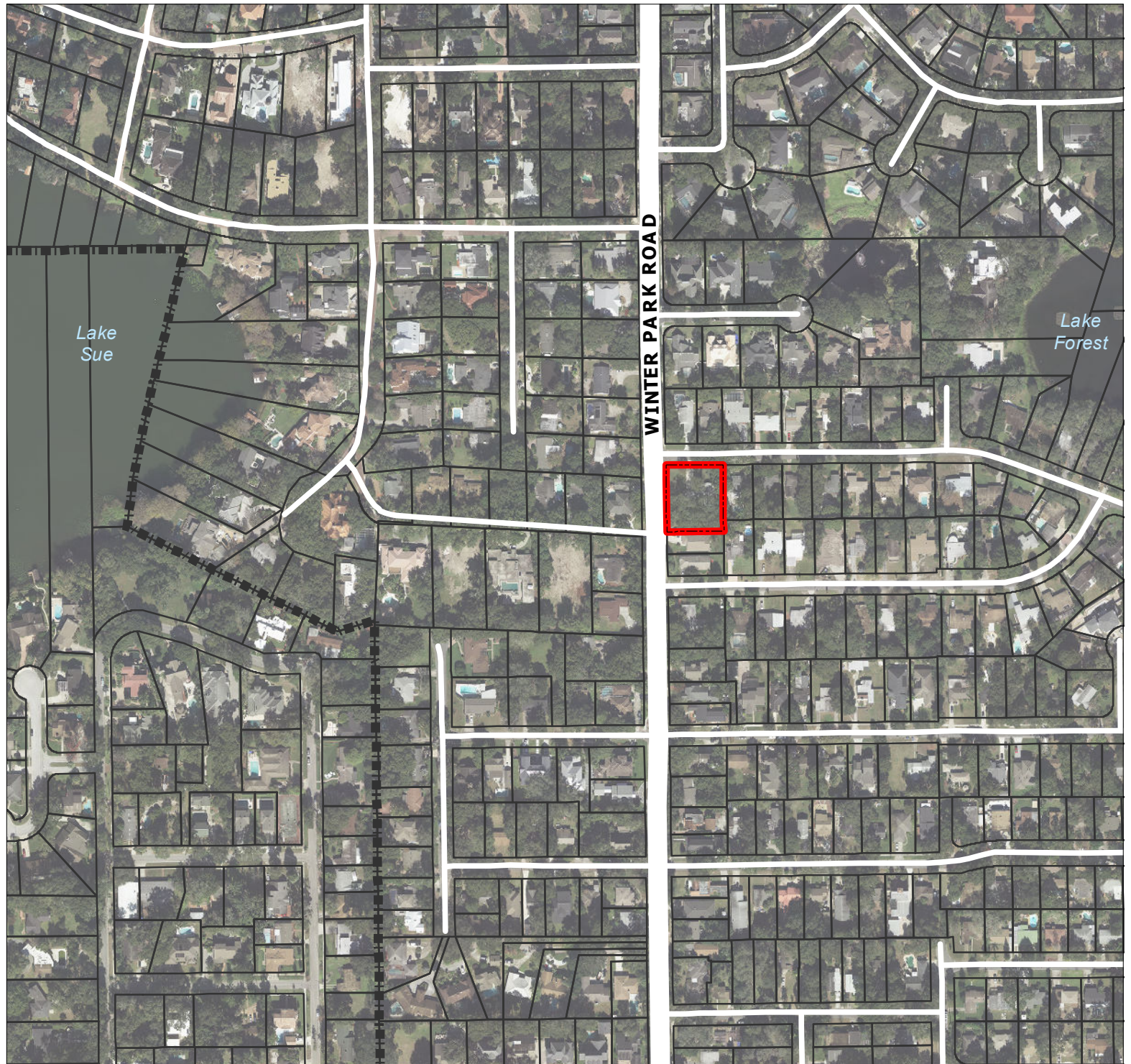




## LOCATION MAP

**2700 Wright Avenue**

City of Winter Park  
Florida







City of Winter Park  
Florida

 Subject Site  
(zoned R-1A)

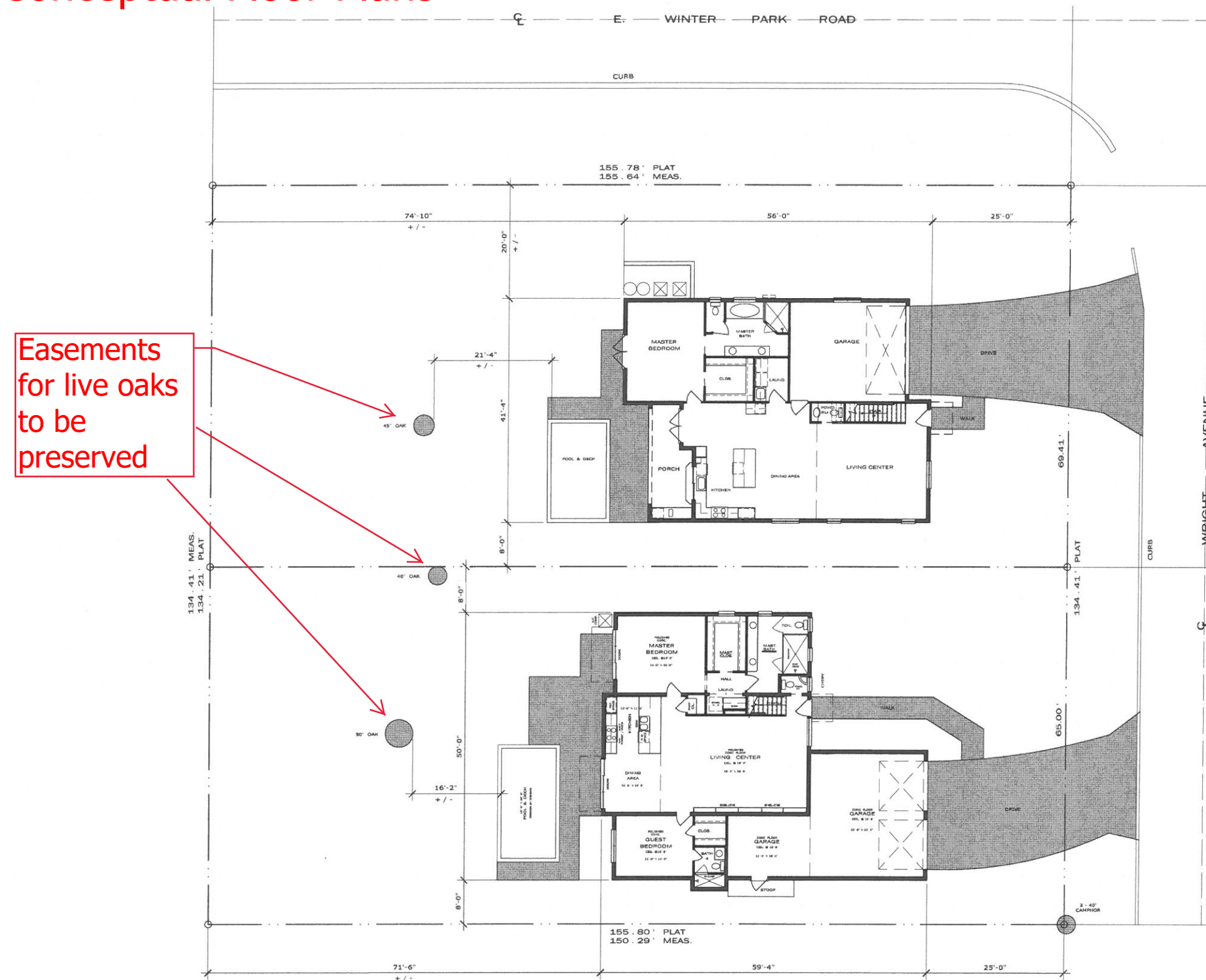
 Lots within 500' with the same R-1A zoning (53 total)

Average Lot Width = 73.6 ft  
Median Lot Width = 71.4 ft  
Average Lot Size = 11,528 sq ft  
Median Lot Size = 9,714 sq ft





# Conceptual Floor Plans



DESCRIPTION :

LOTS 1, 2, & 3, BLOCK "E",  
PARKLANDO # 2,  
P. B. "N", PG. 45,  
ORANGE COUNTY, FLORIDA.

CITY OF WINTER PARK .

LOT    USE    PROPOSAL    FOR :

REX - TIBBS DEVELOPMENT  
AND CONSTRUCTION L. L. C.

S I T E                      P L A N

$$1'' = 10' - 0''$$

REVISIONS	BY
ENGINEERING	

CUSTOM HOME DESIGN  
**DAVID DUFF**  
Residential Design L. L. C.  
181 CIRCLE DR.  
MATTLAND FL. 32751  
407 - 644 - 3122

DRAWN D. L. DUFF
CHECKED
DATE
SCALE 1" = 10'-0"
SHEET
A
OF SHEETS
JOB NO. 2019-08



Conceptual Elevations



REVISIONS	BY
ENGINEERING	

CUSTOM HOME DESIGN  
DAVID DUFF  
Residential Design L.L.C.  
181 CIRCLE DR.  
MANTON, MI 48447-6447  
407-644-3122

DRAWN  
D. L. DUFF  
CHECKED  
DATE  
3 / 11 / 15  
SCALE  
1/4" = 1'-0"  
SHEET  
B  
OF 3 SHEETS  
JOB NO.  
2015-01

**THIS INSTRUMENT SHOULD BE RETURNED TO:**

Jeffrey Briggs,  
City of Winter Park  
401 Park Avenue  
Winter Park, FL 32789  
(407) 599-3440

**WRIGHT AVENUE LIVE OAK TREE AGREEMENT**  
**(2700 Wright Avenue)**

**THIS WRIGHT AVENUE LIVE OAK TREE AGREEMENT** ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019 by and between **Rex-Tibbs Development & Construction LLC**, whose mailing address is 181 Circle Drive, Maitland, FL 32751 (hereinafter referred to as the "Owners") and the **CITY OF WINTER PARK**, a Florida municipal corporation, whose mailing address is 401 Park Avenue, Winter Park, FL 32789, Attention: City Manager (hereinafter referred to as the "City").

**WITNESSETH:**

**WHEREAS**, the Owners owns fee simple title to certain lands located in Orange County, Florida, and within the corporate limits of the City of Winter Park, Florida, namely 2700 Wright Avenue, comprised of Lots 1, 2 & 3, Block E, Parklando Number 2 subdivision as recorded in Plat Book "N", Page 45 and being also identified with Property Tax ID# 18-22-30-6702-05-010 in the Records of Orange County, Florida (hereinafter referred to as the "Property"); and

**WHEREAS**, the Owners have received a subdivision or lot split approval from the City of Winter Park and have voluntarily agreed to a condition of approval that commits to the preservation of the three existing live oak trees on the southern portion of this property, indicated on the attached Conceptual Floor Plans, and the City views the preservation of these three existing live oak trees on the Property, the location of which are generally shown on the site plan attached hereto, (herein sometimes "live oak trees" or "Live Oak Trees") to be of paramount importance and,

**WHEREAS**, the Owners recognize that the size of the Property and the location of the three existing live oak trees would not inhibit a future owner from developing the Property with a new single family home or making improvements to an existing single family home without needing to remove the aforementioned existing live oak trees and,

**WHEREAS**, the Owners plans for the redevelopment of this Property are to occur in a manner that preserves the three existing live oak trees on the southern portion of the Property provided that such trees remain in good health and condition based upon the judgement of the City and is willing to voluntarily impose restrictions upon the Property for this purpose that will run with title to the land to affect future owners and,

**WHEREAS**, the Owners concur that it is in the best interest of the City, surrounding property owners, the Owners, and future owners of the Property, to subject the Property to this binding Live Oak Tree Agreement which shall run with the land and bind the Owners' successors and assigns; and,

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

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

**Section 2.** Development of the Property and Preservation of the existing Live Oak Trees.

A. The Owners hereby agrees that the City may deny applications for tree removal permits for the three existing live oak trees on the subject Property as long as such trees are in good health and condition in the judgement of the City. This authority is deemed to be in addition to any authority of the City under tree protection ordinances and regulations that the City may have. In addition, the Owners agree that no buildings, structures, pavements, patios, swimming pools, spas or other construction shall be allowed to occur within a twenty (20) foot radius of the base of each of the three existing live oak trees, unless approved by the City. The Owners and their successors and assigns in interest, tenants, contractors and agents shall not cut down, remove or trim to cause harm to the health of the live oak trees (or any of them individually) without prior written approval of the City and obtaining a tree removal permit, which may be denied in the City's reasonable discretion.

B. The Owners hereby agrees that this authority granted to the City shall also extent to and apply to the major limb portions of the existing three live oak trees within forty (40) foot radius of the base of each of these three live oak trees for the three sides of the trees not facing the home, on the subject Property. The City shall have the same authority as expressed in subsection A, above to deny permits and prohibit the removal of major live oak tree limbs except when an owner demonstrates to the satisfaction of the City that the removal of a live oak tree limb is necessary and essential for the redevelopment of the subject Property and will not compromise the health and survival of the live oak tree.

**Section 3. No Permit.** This Agreement shall not be construed as a development permit, nor authorization to commence development, nor shall it relieve the Owner of the obligations to obtain necessary development permits that are required under applicable law and under and pursuant to the terms of this Agreement.

**Section 4. Notice.** Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) when (1) hand delivered to the other party at the address appearing on the first page of this Agreement, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address appearing on the first page of this Agreement, or such other person or address as the party shall have specified by written notice to the other party delivered in accordance herewith.

**Section 5. Covenant Running with the Land.** This Agreement shall run with the Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Property or any portion thereof. This agreement shall be considered a deed restriction and tree preservation easement in favor of and enforceable by the City, which Owners hereby voluntarily dedicate, grant and convey to the City in perpetuity.

**Section 6. Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Owner's expense, in the Public Records of Orange County, Florida. The City will, from time to time upon request of the Owner, execute and deliver letters affirming the status of this Agreement.

**Section 7. Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Nothing is State Law shall be construed to override or circumvent this Agreement, as this Agreement is entered into voluntarily by both parties.

**Section 8. Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

**Section 9. Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

**Section 10. Further Documentation.** The parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder.

**Section 11. Specific Performance.** Both the City and the Owners shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance.

**Section 12. Attorneys' Fees.** In the event that either party finds it necessary to commence an action against the other party to enforce any provision of this Agreement or because of a breach by the other party of any terms hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, legal assistants' fees and costs incurred in connection therewith, at both trial and appellate levels, including bankruptcy proceedings, without regard to whether any legal proceedings are commenced or whether or not such action is prosecuted to judgment (collectively, "Attorneys' Fees")

**Section 13. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

**Section 14. Captions.** Captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

**Section 15. Severability.** If any sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereof.

**Section 16. Effective Date.** The Effective Date of this Agreement shall be the day and year first above written.

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

Signed, sealed and delivered in the presence of

**OWNERS: Rex-Tibbs Development & Construction LLC**

\_\_\_\_\_  
Print Name \_\_\_\_\_

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

\_\_\_\_\_  
Print Name \_\_\_\_\_

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

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

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

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): \_\_\_\_\_  
My Commission Expires (if not legible on seal): \_\_\_\_\_

Signed, sealed and delivered in the presence of:

**CITY:**

**CITY OF WINTER PARK, FLORIDA**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Steve Leary, Mayor

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

(SEAL)

**STATE OF FLORIDA  
COUNTY OF ORANGE**

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

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

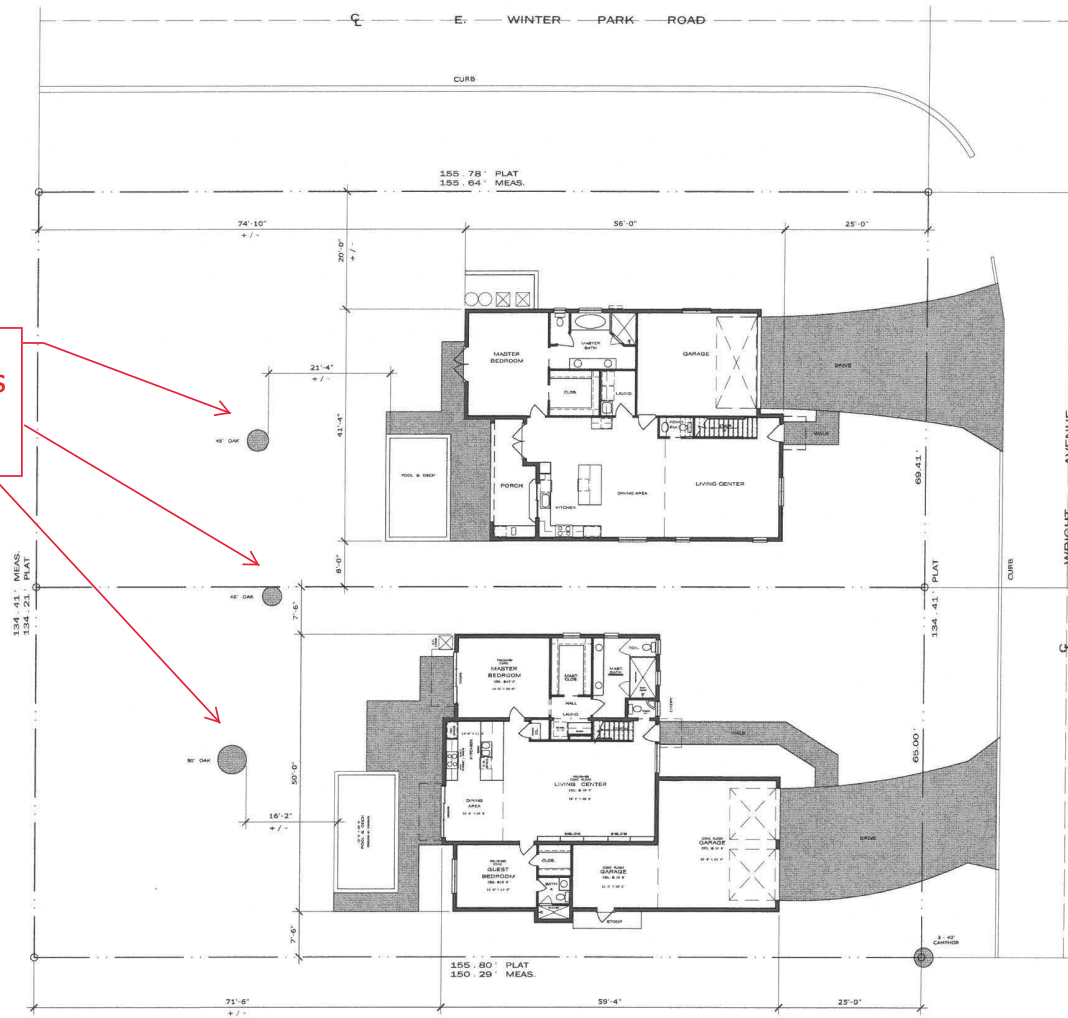
\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal):\_\_

# Conceptual Floor Plans

Easements  
for live oaks  
to be  
preserved



SITE PLAN 1" = 10'-0"

DESCRIPTION :  
LOTS 1, 2, & 3, BLOCK "E",  
PARCELAND # 2,  
P.B. "N" - PG. 45,  
ORANGE COUNTY, FLORIDA,  
CITY OF WINTER PARK.

LOT USE PROPOSAL FOR :  
**REX - TIBBS DEVELOPMENT  
AND CONSTRUCTION L.L.C.**

REVISIONS	BY
ENGINEERING	

CUSTOM HOME DESIGN  
**DAVID DUFF**  
Residential Design L.L.C.  
1000 W. WINTER PARK BLVD.  
WINTER PARK, FL 32789  
407-644-3127

DRAWN D. L. DUFF
CHECKED
DATE
SCALE 1" = 10'-0"
SHEET <b>A</b>
OF SHEETS JOB NO. 2019-08