Meeting Called to Order

Invocation
Building Director George Wiggins

Pledge of Allegiance

Approval of Agenda

Mayor’s Report
a. Recognition of Robert Ross – Art in Chambers
b. Recognition of Diane Culpepper (Bright House Networks) as she retires

City Manager’s Report
a. Capen House update
b. Schedule a work session to discuss public/private partnership on the Civic Center parking site

City Attorney’s Report

Non-Action Items
a. Budget presentation
## Citizen Comments

<table>
<thead>
<tr>
<th>5 p.m. or soon thereafter</th>
</tr>
</thead>
<tbody>
<tr>
<td>(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)</td>
</tr>
<tr>
<td>(Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)</td>
</tr>
</tbody>
</table>

## Consent Agenda

| a. | Approve the minutes of 6/24/13. |
| b. | Approve the following purchases and contract: |
| 1. | PR 152580 to Heart Utilities of Jacksonville for undergrounding of electric; $70,887.17. |
| 2. | Purchase of a new shuttle bus for the Community Center from Duval Ford; $59,994.00. |
| 3. | Purchase for replacement storage area network for end of life equipment from CDW-G; $147,484.00. |
| 4. | Contract for Trane U.S., Inc. to update Trane Tracer air conditioner control system; $11,597.89. |
| c. | Approve the administrative costs of $250 to cover the costs associated with the implementation of a red light camera hearing program. |

### Projected Time

| 5 minutes |

## Action Items Requiring Discussion

| a. | Historic preservation review process |

### Projected Time

| 30 minutes |

## Public Hearings

| a. | Ordinance – Annexing the right-of-way of Aloma Avenue from 2015 Aloma Avenue east to the City limits and the right-of-way of Balfour Drive from Amsden Road south to the City limits (1) |
| b. | Ordinance – Authorizing the conveyance of the City owned property at 645 Symonds Avenue in exchange for the property located at 813 W. New England Avenue (1) |
| c. | Ordinance – Amending Section 1-7 to amend the penalty for violating municipal ordinances to comply with State law (2) |
| d. | Ordinance – Renaming the portion of Loch Lomond Drive between Glenwood Drive and Mizell Avenue as North Edinburgh Drive and renaming that section of Edinburgh Drive between Mizell Avenue and Dundee Drive as South Edinburgh Drive (2) |
| e. | Request of the Winter Park Hospital: |
| - | Final approval of the plans for the parking garage as approved in the Winter Park Hospital master plan. |

### Projected Time

| 10 minutes |

| 10 minutes |

| 5 minutes |

| 5 minutes |

| 60 minutes |
### City Commission Reports

<table>
<thead>
<tr>
<th>Commissioner</th>
<th>Projected Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioner Leary</td>
<td>10 minutes each</td>
</tr>
<tr>
<td>Commissioner Sprinkel</td>
<td></td>
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<tr>
<td>Commissioner Cooper</td>
<td></td>
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<tr>
<td>Commissioner McMacken</td>
<td></td>
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<tr>
<td>Mayor Bradley</td>
<td></td>
</tr>
</tbody>
</table>

### appeals & assistance

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

“Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk’s Office (407-599-3277) at least 48 hours in advance of the meeting.”
 Below are issues of interest to the Commission and community that are currently being worked on by staff, but do not currently require action on the Commission agenda. These items are being tracked to provide the Commission and community the most up to date information regarding the status of the various issues. The City Manager will be happy to answer questions or provide additional updates at the meeting.

<table>
<thead>
<tr>
<th>issue</th>
<th>update</th>
<th>date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lee Road Median Update</td>
<td>Revised permit documents for palm trees submitted and currently under review. Permit expected in July.</td>
<td>July 2013</td>
</tr>
<tr>
<td>Fairbanks Improvement Project</td>
<td>Contract has been awarded to Masci General Contractor, Inc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Progress Energy continuing to study transmission/distribution lines between I-4 and 17-92. FDOT has approved funding for PEF project engineering. PEF and FDOT have executed the engineering agreement.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Preliminary paving meetings have been held.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Project website has been set up at <a href="http://www.cityofwinterpark.org/fairbanks">www.cityofwinterpark.org/fairbanks</a></td>
<td></td>
</tr>
<tr>
<td>Tree Team Updates</td>
<td>Individual educational sessions with City Commission are complete.</td>
<td>Completed</td>
</tr>
<tr>
<td>Wayfinding Signs</td>
<td>All non-FDOT wayfinding signs are installed. Permitting of the FDOT signs continues. Old signs are being removed.</td>
<td>Installation of FDOT signs is approximately 90% complete.</td>
</tr>
<tr>
<td>ULI Fairbanks Avenue TAP</td>
<td>Staff has contracted with Marilyn Crotty to facilitate the work session. Staff has sent out invitations for a day long workshop at the Winter Park Civic Center. Attendance is limited to 50 stakeholders.</td>
<td>July 23, 2013</td>
</tr>
<tr>
<td>Post Office Discussions</td>
<td>Work session with Congressman Mica held on April 15, 2013. Staff to develop a plan based on information revealed at meeting.</td>
<td></td>
</tr>
<tr>
<td>Organizational Support</td>
<td>Will be discussed along with proposed FY14 budget.</td>
<td>July 2013</td>
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<tr>
<td>------------------------</td>
<td>--------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Lakemont/Mizell Manhole Replacement</td>
<td>Lakemont will be closed starting July 8 for approximately 14 days to make sanitary sewer repairs. Drivers and emergency vehicles will be detoured. All emergency responders/hospital/transportation services have been notified.</td>
<td>July 8 through July 22</td>
</tr>
<tr>
<td>Utility Billing/Recurring credit cards</td>
<td>Implementation of the electronic bill presentment and payment system with PSN has been completed. This system allows our customers to schedule recurring bill payments using a credit card, checking or savings account. Credit card options have been expanded to allow use of a Discover card. Further information regarding the capabilities of the new system are available on the City’s website under What’s New – Utility Services goes green and offers easy options.</td>
<td>July 2013</td>
</tr>
<tr>
<td>Amtrak/SunRail Station</td>
<td>Floor slab and walls being constructed.</td>
<td>Building complete December 2013 SunRail complete May 2014</td>
</tr>
<tr>
<td>Quiet Zones</td>
<td>FDOT consultant still reviewing concept plans.</td>
<td>July 2013</td>
</tr>
<tr>
<td>Territory/CR-3 Negotiations</td>
<td>Ongoing discussions with Progress Energy/Duke</td>
<td>July 2013</td>
</tr>
<tr>
<td>New Hope Baptist Church Project</td>
<td>They have resubmitted their request for status change as a Religious Exempt child Care Facility which takes about 2-3 weeks to receive new license number for DCF. After that is received, DCF will come and review their compliance with its standards for health, safety and sanitation of their facilities. They will then receive the green light to open. They have received power to both portables which now allows them to move forward with the skirting and landscaping. Pastor was contacted twice for update and stated skirting is to be added very soon (perhaps in a week). Safety barrier remains in place and is checked regularly.</td>
<td>Fall of 2013 (per Pastor)</td>
</tr>
<tr>
<td>Downtown Parking Study</td>
<td>At the direction of the Commission, staff is implementing the parking recommendations.</td>
<td>Completed</td>
</tr>
<tr>
<td>Martin Luther King, Jr. Park</td>
<td>Pond expansion will start on July 8 and take four weeks to complete.</td>
<td>Completion - August 2013</td>
</tr>
</tbody>
</table>

Once projects have been resolved, they will remain on the list for one additional meeting to share the resolution with the public and then be removed.
Below is the status of development projects previously approved by the City Commission and others that may be of interest. There changes or updates since the last report are shown in blue.

300 E. New England Avenue: Alfond Inn - Target opening date is August 18th.

600 N Orlando Avenue: Borders Books – Redevelopment approved by the City Commission on March 26, 2012. The City is now told that Chase Bank is getting close to waiving their contingencies. They have till the fall to do that but we are being told they will waive in July. If that occurs, they will demolish the Borders building in July/August, perform the site work in September, and construct the buildings from October thru February 2014. To that end, Chase applied on June 12th for their site development and building permits. Following the Chase Bank construction, Versona and Starbucks would construct the building and do their build out work in February/March for an opening in April/May 2014. Versona is a woman’s fashion store focused on jewelry, handbags, shoes and more per their website. They are occupying 7,000 sq. ft.

643 Orange Avenue: Former Levan’s Catering building - Building permit is in process for a new 165 seat restaurant in this space by the same owners as the adjacent Meat House.

550 N. Denning Drive: (behind the WP Village) Atlantic Housing 105 senior apartments and has applied for their site development and building permits. The City issued the building permits and construction is underway. They hope to be completed by November/December of this year.

940 W. Canton Avenue: Apartments at Winter Park Village. That 204 unit project received ‘final’ conditional use approval on the March 25th: Awaiting permit application.

401 N. Orlando Avenue (ABC Liquors plans a new larger store) were approved on November 26th by the City Commission. They have been issued their site development permit but have not applied for the “building” portion yet. Staff believes we are still some months away from a construction start.

1201 N. Lakemont Avenue- Winter Park YMCA: Work on the new zero depth children’s swimming pool is underway and will be completed by the end of August. Then the focus moves to the parking lot addition which is to be done by October/November.

900, 912 and 952 W. Fairbanks Avenue: Phil Keen has purchased these three properties including the former Café 906, Sadler’s Tailoring and the adjacent building) and plans to convert the buildings into his business offices.

111 and 131 N. Orlando Avenue: The “final” conditional use redevelopment plans for 36,000 sq. ft. of retail, restaurant and bank were approved preliminarily by the City Commission on February 25th was approved on June 26th. Closing is expected to be on June 28th. Trader Joe’s is a firm commitment. Applications are in to the City for the demolitions and site work.
200 N. Orlando Avenue: (just north of the new Carmel Café): The building permit for the conversion of that existing building into a new medical office for cosmetic surgery has been applied for and is in plan review.

810 N. Orlando Avenue: The redevelopment plans for a TD branch bank were approved by the City Commission on January 28th. Permits applied for and in plan review but FDIC approval is needed before construction can begin so it will likely be many months or as much as a year before construction begins.

400 W. Swoope Avenue – A ten unit townhouse project that received the zoning approval from the City Commission in February, 2012. They have modified the project to be nine units in order to improve the floor plans and marketability and the building permit is was issued on April 19th.

941 W. Morse Blvd.: CNL Building (former State Office building) – Building permits have been issued and construction is underway. Estimated completion is September.

100 Perth Lane – Dr. Bruce Breit (Women’s Care Florida) and WP Hospital - Conditional Use approved by the City on January 23rd to a new construct 22,000 sq. ft. medical office. Building permit has now been issued and construction on-going. Estimated completion is September.

271 N. Pennsylvania Avenue - the City Commission tentatively approved a rezoning for this property in September 2012 for Rex-Tibbs to build three townhomes but they did not purchase the property and the rezoning was effective only upon their closing. This commercial site was then sold to Zane Enterprises who has a building permit to build a two-story, 4,500 sq. ft. office with tenants committed.

200 E. Canton Avenue: Sestiere Santa Croce First floor interior build-out is completed. Construction continues on the second and third floors which will be a residence for the building owner.

347/349/351 N. Orlando Avenue: Liquidation Station is closing and vacating their three buildings. The northernmost building at the corner of Trovillion and Orlando Avenues has been converted to a Performance Bicycle business. Similar conversions of these buildings for other new businesses are expected in the near future.

901 N. Orlando Avenue: Wawa Store – The permit for the site development has been issued and construction has begun. The permit for the building construction has been issued and construction is underway.

Other Notes: Whole Foods is actively looking for a location along Orlando Avenue including the Corporate Square/WP Dodge property; at Ravaudage and other sites.

For more information on these or other projects, please contact Jeff Briggs, Planning Director at jbriggs@cityofwinterpark.org or at (407) 599-3440.
The budget document can be accessed separately from the website and/or the drop-box once finalized.
The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 3:34 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Reverend Dean Patrick Powers, Knowles Chapel Rollins College, followed by the Pledge of Allegiance.

Members present:  Also present:
Mayor Kenneth Bradley  Assistant City Manager Michelle del Valle
Commissioner Steven Leary  City Attorney Larry Brown
Commissioner Sarah Sprinkel  Deputy City Clerk Michelle Bernstein
Commissioner Carolyn Cooper  City Clerk Cynthia Bonham
Commissioner Tom McMacken

Approval of the agenda

Motion made by Commissioner McMacken to approve the agenda; seconded by Commissioner Sprinkel and approved by acclamation with a 5-0 vote.

Mayor’s Report

a. Presentation of check from the Kenneth and Rachel Murrah City of Winter Park Tree Fund

Mr. Kenneth Murrah presented the City with a $1,200.82 check for the purchase and planting of trees.

b. Operational Excellence Award for the Swoope Water Treatment Plant from FDEP

Jason Parillo and Marvin Kaden from the Florida Section of the American Water Works Association presented the City with the 2012 Class B Outstanding Water Treatment Plant award for the Swoope Water Treatment Facility. A special recognition was given to Gary Heller and Toan Tran who assisted with achieving this award.

c. David York Award - Water Reuse Award System of the Year from Florida Water Resources Commission

Greg Chomic, President of the Florida Water Environment Association, presented the City with the 2013 David W. York Water Reuse Award for the Winter Park Estates Wastewater Treatment Facility for outstanding performance and professionalism in the water environment industry. A special recognition was given to Gary Heller and Sam Cruz who assisted with achieving this prestigious award.
d. Presentation - Spring Webisode “Winter Park Country Club & Golf Course” presented by the Communications Dept. & Full Sail University’s SPARK Program

Assistant Communications Director Craig O’Neil introduced the Full Sail team that produced the new Spring Webisode that features the Winter Park Country Club & Golf Course. The video can be viewed on the City’s website for everyone to enjoy.

e. Proclamation – Parks and Recreation Month

Mayor Bradley proclaimed the month of July 2013 as Parks and Recreation Month. He gave special recognition to Director of Parks and Recreation John Holland and the entire department for the work they perform.

f. Board re-appointment – Sandy Modell, Police Pension Board (appointed by the Pension Board)

Motion made by Mayor Bradley to re-appoint Sandy Modell (2013-2015); seconded by Commissioner Sprinkel. Motion carried unanimously with a 5-0 vote.

City Manager’s Report:

a. Strategic planning session items for discussion

Per the request of Assistant City Manager Michelle del Valle, the following two meetings were scheduled; July 15th @ 4:00-5:00 p.m. budget work session (if needed - tentative) and July 22nd @ 2:00 p.m. Ravaudage work session.

Following a consensus regarding the scheduling of a strategic planning meeting, staff was directed to provide the Commission with several potential dates in August to choose from, with the preferred time being 9:00 a.m. to 2:00 p.m. The request was acknowledged.

b. Capen House update

Assistant City Manager Michelle del Valle explained that multiple private parties may be interested in moving the house to another location in order to save it and that a moving company is in the process of providing technical specifications on what it will take to move the home. Based on the technical specifications, the City will gain a better understanding on how we can assist in expediting the process to relocate the home. Mayor Bradley requested keeping this item on the agenda so the City Manager can provide another update in two weeks.

Public Works Director Troy Attaway addressed Commissioner Sprinkel’s question regarding the permitting and approval process for installing/removing City and
FDOT road signage. Mayor Bradley asked staff to look at putting something on the back of the signs so they are more appealing to the eye.

**City Attorney’s Report** – No items.

**Non-Action Item**

a. **Discussion of potential redevelopment projects**

On June 10, 2013, the Commission requested information from staff regarding three different redevelopment opportunities that are under consideration within the downtown corridor of Winter Park.

Commissioner Cooper felt that these items should not be discussed since there was no public notification provided and asked for legal input. Attorney Brown stated that these discussions are political and not quasi-judicial. He said they are not legally prejudicing the process if they talk about the concepts today and what they would like to see happen because the subsidiary boards have to perform their quasi-judicial role in a neutral and bias manner.

In response, CRA Director Dori Stone provided a brief update regarding the expansion and redevelopment of multi-purpose fields at the City’s Martin Luther King Park; the redevelopment of Harper Shepard Baseball Stadium by Rollins College; and the Orlando Avenue property redevelopment concept/potential partnership to use public parking at the Rachel D. Murrah Civic Center parking lot. Ms. Stone answered questions.

Commissioner Leary addressed the need to consider all of these projects at once since most of the potential redevelopment projects relate to City owned property and/or other properties that require the City to participate in some way. He explained that several of these potential projects are happening in one confined area and that it would be more beneficial if they would take a step back and look at things such as traffic patterns, parking constraints, the impact on local neighborhoods and how each of the projects tie into the City’s visioning process. They can then determine if it is in the City’s best interest whether to move forward or not. Ms. Stone acknowledged.

b. **Financial Report – April 2013**

Finance Director Wes Hamil provided the financial report and answered questions.

**Motion made by Commissioner Sprinkel to approve the report as presented; seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.**
c. Organizational support

Budget and Performance Manager Peter Moore explained that currently the City spends $1,536,560 in annual organizational support. Traditionally, the City has provided some money out of the general fund to support non-profit organizations. Currently, recipients of funds do not execute grant agreements with performance benchmarks. Staff would like to adopt a policy as it relates to accepting, reviewing, and tracking non-profit service provider performance. He addressed the issue of crafting a policy for organizational support being difficult because the need for funds always outweighs the funding available. Considerations such as who can apply, how much can be given, and how to measure success, may be subjective and could change as needs change.

Mr. Moore presented a draft copy of the organizational support guidelines (attached) and asked the Commission for feedback.

Mayor Bradley felt that it is important to have a contractual agreement in place, the progressive leverage of City investment, and that a City representative be appointed to the organization’s board. Commissioner Cooper was more comfortable with having a staff member act as the representative on the organization’s board.

Commissioner Sprinkel felt the library does not belong on the list because the library is not something that we have discretionary funds over. The first step is for the Commission to agree on the list of requirements, then determine how the CRA items get funded and if the same rules should apply. One of her goals was for the City to come up with additional money by possibly allocating a certain percentage of the entire budget.

Following discussion, Mr. Moore advised that staff’s goal is to bring this policy forward during the budget approval process along with the current contractual agreements for consideration and approval.

CRA Director Dori Stone reminded the Commission that they will need to discuss this item once again as the CRA Agency because the pots of money are different. She noted that she will work closely with Mr. Moore to make sure the policies are similar.

d. Discuss the process to review demolitions and the City’s historical preservation ordinance

Mayor Bradley proposed the following:

1. That we ask staff to do a thorough and complete understanding and if that requires a consultation from a reputable source outside of us in historic places to do another definition of what are historic buildings in Winter Park (an inventory);
2. Determine a clear comparison between what local historic designation does versus national, what are the pros/cons and what are the opportunities in both of those;
3. Inventory of why people haven’t chosen to do this so that they can understand why (because maybe they have not been asked);
4. Comparison to other municipalities (ones that we want to compare ourselves to);
5. Determine what has or has not worked in the past years; set a goal by declaring that a certain number or percentage of properties should be registered.
6. The Historical Preservation Advisory Board (HPAB) should be the touch point of where this data goes through;
7. The Planning and Zoning Board (P&Z) should also look at this information especially if it involves demolitions comparisons;
8. The Economic Development Advisory Board (EDAB) should also look at this information and bring a report back to them on what is the economic value of historic preservation.

Mayor Bradley said he would like for the work to begin at the next Commission meeting. He welcomed the receipt of detailed information on what is necessary in order to provide a complete and thorough inventory.

Commissioner McMacken noted that the Commission received an email this past week from a citizen suggesting that the City create a task force. He agreed that there needs to be community conversations on this and by involving a task force, where they can set a specific timeframe for the deliverables, is advantageous. Commissioner Cooper agreed. Commissioner Leary preferred to have the HPAB provide input since this is their specialty rather than a task force.

Commissioner Sprinkel said this needs to be owned by the entire community because of its importance and that we need to start with the HPAB and hear their recommendations. As a compromise, she suggested they direct the board to use the task force concept in the sense that they ask the citizens/residents for input and buy-in.

In conclusion, a majority agreed to continue this discussion. Mayor Bradley requested that this item be placed on the next agenda as an action item. He said he will work with staff to issue a document that discusses the steps.

Public comments (5:00 p.m.)

Donna Colado, 327 Beloit Avenue, commented on an article that was published in the Palm Beach Daily News titled “Del Frisco’s brunch request tabled.” The article addressed the town council waiting until February to see if the restaurant operators honor their commitment to provide priority reservations for town residents,
customize the exterior and interior, and modify the menu and employee uniforms to
distinguish the Palm Beach eatery from the rest of the Del Frisco’s chain.

Patrick Chapin, Winter Park Chamber of Commerce, thanked the Commission for
attending the numerous Chamber events. He explained that the Chamber of
Commerce and the Park Avenue Area Merchants’ Association recently met with
property and restaurant owners regarding the restaurant ordinance and they
received a positive and productive dialogue. Several helpful suggestions were
made regarding the restaurant ordinance and he will provide those comments to
City staff in the next week for consideration. The Commission asked Mr. Chapin to
submit the information to staff right away so their input can be included.

Betsy Owens, representing Casa Feliz, 656 N. Park Avenue, spoke about the need
to refine the rules and policies pertaining to historic preservation so they can
protect the culture and heritage in Winter Park.

Jeffrey Blydenburgh, 204 Genius Drive, spoke about the need to create a
community task force to address heritage and preservation in Winter Park.

A recess was taken from 6:04 p.m. to 6:34 p.m.

Consent Agenda

a. Approve the minutes of 6/10/13.
b. Approve PR 152370 to Gibbs & Register Inc. for site work for the Interlachen
   brick ing project; $60,767.39.

Motion made by Commissioner McMacken to approve the Consent Agenda;
seconded by Commissioner Cooper and approved unanimously with a 5-0
vote.

Action Items Requiring Discussion

a. Mead Botanical Garden lease term extension

Bill Weir, President of Mead Botanical Gardens, explained that the current lease
provides for Mead Botanical Gardens, Inc.’s (MBG, Inc.) exclusive premises use and
operation of the City’s old Parks Department maintenance facility (the “Barn”),
Environmental Center, Pole Barn, Community Garden and the new “Grove”
amphitheater and boardwalk wetlands.

Mr. Weir explained that there are longevity requirements in many grant applications
that must insure the agreements and leases of the properties receiving the funding
must extend through a specific number of years. The current 10 year lease term
does not fulfill these requirements; therefore, eliminating MBG, Inc. from
consideration of some Grant Programs.
Mr. Weir stated that they are requesting the approval of a lease addendum which would extend the lease with MBG, Inc. from five (5) renewable 10 year terms to one twenty (20) year term with two (2) renewable twenty (20) year terms. The lease will still include a termination clause whereas either party may provide 180 day written notice, with or without cause, to terminate the Lease Agreement.

Assistant City Manager Michelle del Valle answered questions. Attorney Brown provided legal counsel.

Motion made by Commissioner Leary to approve the lease addendum extending the Mead Botanical Garden Lease with Mead Botanical Garden, Inc. from five (5) renewable 10 year terms to one twenty (20) year term with two (2) renewable twenty (20) year terms; seconded by Commissioner Sprinkel.

Commissioner Cooper asked that the contract reflect an agreement that says on an annual basis they review Exhibit B and make adjustments as needed. Attorney Brown provided clarity by referencing Section 12.06 in the contract and said that he will add an annual meeting provision if there is a consensus. Following a brief discussion, a majority agreed that there was no need to add this provision.

No public comments were made.

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

b. Appoint the voting delegate for the August 15-17, 2013 Florida League of Cities’ Annual Conference

Mayor Bradley volunteered and said he would be honored to serve as the voting delegate.

c. CRA parking study

CRA Director Dori Stone provided a brief history. Public Works Director Troy Attaway introduced Laura Barbero-Buffa with Base Consultants, P.A. (the outside consulting firm who was hired by the City to perform the parking study).

Ms. Barbero-Buffa provided a PowerPoint presentation regarding the purpose of the study, the study area, off-street parking, community input survey results, parking supply, demand and adequacy, methodology, study area findings, Park Avenue corridor findings and recommendations involving employee parking, parking enforcement, special events parking, wayfinding and signage.

Motion made by Mayor Bradley to accept the parking study as presented; that we instruct staff to discuss with the Park Avenue Area Merchants’
Association a non-central business district parking lot for employees and the enforcement thereof; that we instruct staff to deal with the operational recommendations and have our support to implement those as seen; and that we ask staff to bring us a plan (proposal) on how we could add 100 parking spots with a minimal cost to the Park Avenue District within the next year; seconded by Commissioner Leary.

Ms. Barbero-Buffa answered questions including the different types of technology and mobile parking applications that can be used for parking enforcement.

Bee Epley, 151 N. Orlando Avenue, said she works downtown and the only time that it is more difficult to find a parking spot is between 11:30 a.m. to 1:30 p.m.

Lurlene Fletcher, 790 Lyman Avenue, said she would prefer to have green space used for parking rather than constructing another parking garage.

A brief discussion ensued whereby the Commission provided staff with alternative parking sites that could possibly be used to aid in a viable solution.

Commissioner Cooper said she does not want to vote on this if it includes parking Lot A because Lot A needs to be there for the visitors/retail customers to use and not employees (parking Lot A is located south of Morse Boulevard and east of New York Avenue). Mayor Bradley said that staff should review these recommendations and do what makes sense.

Mr. Attaway explained that Lot A right now is used for long term parking. He said in the next 2-3 months staff will come back with several alternative locations that can be used for long term employee parking and other areas where we can get additional parking spaces. Mayor Bradley said he is much more concerned with parking enforcement and wants this to be addressed.

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

d. Winter Park Electric Power Supply

Electric Utility Director Jerry Warren provided a power supply PowerPoint presentation which included background information, a recommended power supply portfolio, an estimated go forward cost, power supply market, ITN-13-2013, summary of offerings, clean footprint solar offering, and Public Works Compound - 2 MW.

Mr. Warren answered questions and asked the Commission to approve the recommended go forward power supply strategy. He noted that he will be coming back to the Commission as quickly as he can with recommendations on executing the contracts.
Motion made by Mayor Bradley to move forward with the power portfolio as presented (giving authority to continue negotiations with these groups as presented below); seconded by Commissioner Sprinkel.

**Recommended Power Supply Portfolio**

<table>
<thead>
<tr>
<th>Supplier</th>
<th>Description</th>
<th>Fuel /Energy price</th>
<th>Term</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Seminole</strong></td>
<td>up to 60 MW partial requirements (ends 12-31 2014)</td>
<td>Hrly Incremental</td>
<td>1 yr remaining</td>
</tr>
<tr>
<td><strong>GRU</strong></td>
<td>10 MW, must take – system supply (starts 1-1-15)</td>
<td>Fixed</td>
<td>7 yrs</td>
</tr>
<tr>
<td><strong>Covanta</strong></td>
<td>10 MW, must take waste to energy (starts 7-1-14)</td>
<td>Fixed</td>
<td>10 yrs</td>
</tr>
<tr>
<td><strong>OUC</strong></td>
<td>18.5 MW all-reqmnts @ dist. 0-40 MW additional (1-1-15)</td>
<td>System Avg</td>
<td>5-6 yrs</td>
</tr>
<tr>
<td><strong>FPL</strong></td>
<td>20 - 10 MW contract capacity, up to 60 MW partial reqmnts (1-1-15)</td>
<td>System Avg</td>
<td>3-6 yrs</td>
</tr>
<tr>
<td><strong>Clean Footprint - solar</strong></td>
<td>1-3 MW energy purchase</td>
<td>Fixed Price</td>
<td>25 yrs</td>
</tr>
</tbody>
</table>

Commissioner Leary said he is supportive of the clean footprint solar option but has major concerns with using the City’s public compound site for this especially since they are still trying to figure out what they want to do with this site. Commissioner McMacken did not want to tie up a City asset for 25 years.

Commissioner Cooper stated concerns about the cost of giving up property that zones 200% FAR. She said we are talking about four acres and that the future needs are unsure of as of this time.

Public Works Director Troy Attaway answered questions. He explained that the solar building would provide shade for the City’s commercial trucks, equipment and supplies.

A majority felt that we should look at other possible sites/solutions for the clean footprint solar option. Mr. Warren acknowledged and said he will bring back additional recommendations.

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

A recess was taken from 8:08 p.m. to 8:16 p.m.
Public Hearings:

a. Request of the Winter Park Hospital: Conditional use approval to construct one story, 8,040 square feet of additions to the existing 14,888 square foot cancer care medical facility office building at 2100 Glenwood Drive, zoned Office O-2.

Mayor Bradley and Commissioner McMacken announced a conflict of interest and recused themselves from voting. See Form 8B attached.

Planning Director Jeff Briggs explained that the existing Cancer Care Facility is 14,888 square feet in size. Winter Park Hospital has requested to increase the size of the Cancer Center facility by adding approximately 8,000 square feet of new medical exam rooms, treatment rooms and expansion of the waiting room area.

Mr. Briggs explained that they are losing six parking spaces and that the 8,000 square foot addition requires 40 new spaces. The additional parking spaces are going to be provided for in the proposed parking garage. The hospital has requested a continuance and tabling of the next item pertaining to the parking garage for two weeks.

Mr. Briggs advised that there is a reconfigured stormwater retention area on the site that meets City requirements as well as the requirements of the St. Johns River Water Management District (SJRWMD). He addressed the landscape plan that meets our codes. He noted that the request meets all the code requirements and that no variances are being requested. He stated that both the Planning and Zoning Board and City staff recommend approval with no conditions.

Motion made by Commissioner Sprinkel to approve the conditional use request; seconded by Commissioner Cooper. Mr. Briggs addressed questions of Commissioner Leary.

John Horvath, 1004 Bradford Drive, spoke in favor of the request.

Upon a roll call vote, Commissioners Leary, Sprinkel and Cooper voted yes. Mayor Bradley and Commissioner McMacken recused themselves from voting. The motion carried with a 3-0 vote.

b. Request of the Winter Park Hospital: Final approval of the plans for the parking garage as approved in the Winter Park Hospital master plan.

This item was tabled for two weeks (see comments above).
c. Request of the First Green Bank: Conditional use approval to establish a branch bank location at 862 S. Orlando Avenue within the existing building and to construct new remote drive-thru teller lanes on the adjacent property at 1161 Minnesota Avenue, zoned C-3 and O-1.

Planning Director Jeff Briggs explained the conditional use request. He spoke about the stormwater retention pond, City code, parking, the site is adequately sized, and the overall site plan design is well suited for this type of project. He explained that the drive-in components are designed to meet the peak stacking needs for this ‘community’ bank and if they were acquired by a large ‘national’ bank, the stacking would work as well.

Mr. Briggs addressed the ‘waivers’ (as they called them) put on the application and explained these really are not waivers but have to do with retrofit and reuse of the existing Absolute Sound site. He addressed the landscape plan, the site meeting all the code requirements and a positive recommendation from the P&Z Board.

Whether community bank versus national bank needs to be codified was discussed. Mr. Briggs stated that was not needed. Commissioner Leary shared concerns with approving another drive thru bank in the City and asked about the need. Mr. Briggs responded that the FDIC provides deposits by zip code and when they look at this every bank believes they need to be in Winter Park. He stated we cannot say that we will only allow a certain number of banks in the City. Other questions were posed by the Commissioners and answered by Mr. Briggs. Mr. Briggs explained the traffic pattern and the alley.

Motion by made by Commissioner Cooper to approve the conditional use request with the condition that the parking spaces that exceed code requirements are converted to a pervious space landscaped area. Motion failed for lack of a second.

Motion made by Commissioner Leary to approve the conditional use request; seconded by Mayor Bradley for discussion.

Rebecca Wilson, Lowndes Drosdick Kantor and Reed Law Firm, spoke on behalf of the applicant. She stated they are only before the Commission this evening because of the conditional use permit on the office zoned property (1161 Minnesota Avenue). She stated she believed it was incorrect for their consultant to list the waivers on the front because they relate to the retrofit of the Absolute Sound property and thus are not actually waivers or variances.

The trees along the alley were an issue of concern in that they are being removed because they are in the way of the drive thru. The lack of trees in the plan to break up the pavement was a concern of Commissioner Sprinkel. Ms. Wilson clarified that any trees that are being taken out are on their property and are not asking to take
out any trees not on their property. She stated they will pay into the tree fund and the landscape plan provides replacements.

No public comments were made.

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

d. Request of David Weekly Homes: Subdivision approval to split the property at 250 W. Lyman Avenue, zoned R-2, into six lots.

Planning Director Jeff Briggs explained the request to subdivide the property. He commented that the subdivision will consist of four duplex lots of 9,000 square feet fronting on Lyman Avenue and two single family home lots of 6,000 square feet fronting on Comstock Avenue which meet or exceed the requirements for R-2 lots. He stated there are no variances requested and that the Planning and Zoning Board approved the request.

Motion made by Mayor Bradley to approve the subdivision; seconded by Commissioner Sprinkel.

The following spoke in opposition to the request:

Dottie Collier, 301 W. Lyman Avenue
Martha Hall, 331 W. Lyman Avenue
Lurline Fletcher, 790 Lyman Avenue

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

e. Request of Lakeside Winter Park LLC: Final conditional use approval for approximately 36,000 square feet of retail, restaurant and office space on the properties at 111 and 131 North Orlando Avenue, zoned C-3.

Mayor Bradley announced a conflict of interest and recused himself from voting. See Form 8B attached.

Planning Director Jeff Briggs explained the final conditional use approval request. He explained the preliminary approval in February and the conditions imposed on the applicant. He stated there is no parking variance required since Ruth Chris's decided not to move to that location and a smaller restaurant will move in.

He spoke about the shoreline alterations, sea wall, boat dock that went to the Lakes and Waterways Board for approval, preserving the existing oak trees along the northern property line of the Lake Killarney Condominiums which are being saved as a buffer, and a fence/wall to be installed. He addressed trying to save the oak
trees at the front entrance. The stormwater drainage plans which are underground exfiltration are significant in terms of the area that is required and because of where the water table exists on the site it is forced to be in the area where the oaks are located so they could not be saved.

Mr. Briggs summarized the trees being installed as part of the landscape plan. He addressed concerns still pending with noise from air conditioning and mechanical equipment and established a maximum threshold both for design and operation at no more than 55 decibels which remains a condition that will be a part of the development agreement. He stated they have their lighting plan and photometric plans and are certain there is no light spillage over to Lake Killarney or to Hillstone. He further detailed other issues within the plan.

He stated a concern remains about the proposed paddle board business to be located on the property and the use of paddle boards, kayaks or canoes possibly being a safety issue for other people that are water skiing. He stated at this time they do not know the level of safety. Commissioner Leary inquired whether any paddle boarders can access the lake at any time with their own paddle boards. Further discussion ensued regarding the paddle boarders and any possible effect on the lake and concerns that this could be used as an access point.

Attorney Brown provided legal counsel that the City could adopt an ordinance that limits the number of people entering the water for reasons of safety. He advised that the Lakes and Waterways Advisory Board should be included in the discussion regarding an ordinance and what should be included. Further discussion ensued regarding this issue.

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

**Motion amended by Commissioner Cooper that a masonry wall be required between the Killarney Condominiums and the new development that preserves the trees to every extent possible; seconded by Commissioner McMacken.**

Applicant Chuck Woodall, Unicorp National Development, Inc., provided an overview of the site plan and the enhancements made in that they amended the dock size to 1,200 square feet and removed the boat ramp. He spoke about the high quality of materials used and the paddle boat store. He concluded that they agreed to eliminate their boat dock, will not have motorized watercraft, and are installing the boat dock for the use of everyone who lives on the lake so they can come and enjoy the facility. He stated they will remove the chain link fence that divides the two property lines and replace it with another vinyl fence. He summarized what they have done aesthetically and asked for approval. Further discussion took place regarding the type of wall to be built.
Public comments included:

Sarah Whitaker, 151 N. Orlando Avenue, requested that a masonry wall be installed that they can grow vegetation on and further buffer the sound. Mr. Woodall agreed to construct a solid panel slat wall in the location of the chain link fence that will be removed by them. Ms. Whitaker stated what the applicant showed this evening is exactly what they want with the exception of the wall/fence being vinyl.

Carol Sawyer Lotspeich, 151 N. Orlando Avenue, requested that the wall be constructed prior to demolition. She requested no external amplified music outside.

Conrad Necrason, 2130 Lake Drive, shared concerns with paddle boarders using the lake and non-motorized watersports.

Langdon Stanley, 524 Ololu Drive, asked about having regulation in place regarding the types of vessels allowed on the lake because of safety concerns.

Commissioner Cooper clarified her motion that the masonry wall means the wall as presented and discussed at the meeting today on page 7. After a clarification by Mr. Woodall regarding the solid panel slatted wall that would be installed, Commissioner Cooper withdrew her amendment to the motion.

Upon a roll call vote, Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. Mayor Bradley recused from voting. The motion carried with a 4-0 vote.

f. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, RENAMING THAT PORTION OF LOCH LOMOND DRIVE BETWEEN GLENWOOD DRIVE AND MIZELL AVENUE AS NORTH EDINBURGH DRIVE AND RENAMING THAT SECTION OF EDINBURGH DRIVE BETWEEN MIZELL AVENUE AND DUNDEE DRIVE AS SOUTH EDINBURGH DRIVE. First Reading

Attorney Brown read the ordinance by title. Mayor Bradley clarified that he does not have a conflict of interest with this item. Traffic Engineer Butch Margraf explained the two pieces of Loch Lomond are not connected that creates confusion with trying to locate addresses on Loch Lomond Drive so connecting the two Edinburgh Drives by renaming the portion of it will clarify this. He stated that property owners were notified and that they did not receive any responses back.

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

FOR NON-RESIDENTIAL ZONING DISTRICTS” SO AS TO FURTHER REGULATE
MASSAGE THERAPY BUSINESSES CONDUCTED OR LOCATED IN THE CITY OF
WINTER PARK, AND TO PROHIBIT RESIDENTIAL USE OF SUCH COMMERCIAL AND
OFFICE SPACE HELD OUT AS A MASSAGE THERAPY BUSINESS; PROVIDING FOR
CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. Second Reading

Attorney Brown read the ordinance by title. Attorney Brown handed out a corrected
version of the ordinance that did not show a couple of minor changes in their
package. The changes were explained.

Motion made by Mayor Bradley to adopt the ordinance with the
modifications as presented by the City Attorney; seconded by
Commissioner Cooper. No public comments were made. Upon a roll call vote,
Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken
voted yes. The motion carried with a 5-0 vote.

h. ORDINANCE NO. 2925-13: AN ORDINANCE OF THE CITY OF WINTER PARK,
FLORIDA, AMENDING SECTION 42-1, DEFINITIONS, AND 42-7, QUALIFICATION OF
CANDIDATES AND CLERK’S CERTIFICATION, OF CHAPTER 42, ELECTIONS, TO ADD
DEFINITIONS FOR “QUALIFICATION DEADLINE”, “QUALIFICATION DOCUMENTS”,
AND “QUALIFICATION PERIOD”, AND TO CLARIFY QUALIFICATION REQUIREMENTS;
PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS AND AN EFFECTIVE
DATE. Second Reading

Attorney Brown read the ordinance by title.

Motion made by Commissioner McMacken to adopt the ordinance;
seconded by Commissioner Sprinkel. No public comments were made. Upon a
roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken
voted yes. The motion carried with a 5-0 vote.

i. ORDINANCE NO. 2926-13: AN ORDINANCE OF THE CITY OF WINTER PARK
ADOPTING THE CITY SEAL IN THE MANNER REQUIRED BY STATUTE, RETROACTIVE
TO THE FORMAL ADOPTION OF THE SEAL BY THE CITY COMMISSION OF THE CITY
OF WINTER PARK ON MAY 10, 2004, PROVIDING FOR CODIFICATION, CONFLICTS,
SEVERABILITY AND AN EFFECTIVE DATE. Second Reading

Attorney Brown read the ordinance by title.

Motion made by Commissioner Leary to adopt the ordinance; seconded by
Commissioner Sprinkel. No public comments were made. Upon a roll call
vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken
voted yes. The motion carried with a 5-0 vote.
j. Request of the Jewett Orthopedic Clinic:

A simultaneous public hearing was held for the two ordinances. Mayor Bradley and Commissioner McMacken announced a conflict of interest and recused themselves from voting. See Form 8B attached. Attorney Brown read both ordinances by title.

**ORDINANCE NO. 2927-13**: AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO CHANGE THE FUTURE LAND USE DESIGNATIONS OF MEDIUM DENSITY RESIDENTIAL TO PARKING LOT FUTURE LAND USE ON THE REAR OF THE PROPERTY AT 1285 ORANGE AVENUE AND ON 951 AND 955 OAK PLACE AND TO OFFICE FUTURE LAND USE ON THE SOUTH 10 FEET OF 955 OAK PLACE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. Second Reading

**ORDINANCE NO. 2928-13**: AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL (R-3) DISTRICT ZONING TO PARKING LOT (PL) DISTRICT ON THE REAR OF THE PROPERTY AT 1285 ORANGE AVENUE AND ON 951 AND 955 OAK PLACE AND TO OFFICE (O-1) DISTRICT ON THE SOUTH 10 FEET OF 955 OAK PLACE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. Second Reading

Motion made by Commissioner Sprinkel to adopt the first ordinance (comprehensive plan); seconded by Commissioner Leary.

Motion made by Commissioner Leary to adopt the second ordinance (zoning); seconded by Commissioner Sprinkel.

No public comments were made.

Upon a roll call vote on the first ordinance (comprehensive plan), Commissioners Leary, Sprinkel and Cooper voted yes. Mayor Bradley and Commissioner McMacken abstained from voting. The motion carried unanimously with a 3-0 vote.

Upon a roll call vote on the second ordinance (zoning), Commissioners Leary, Sprinkel and Cooper voted yes. Mayor Bradley and Commissioner McMacken abstained from voting. The motion carried unanimously with a 3-0 vote.

**City Commission Reports:**

a. **Commissioner Leary**

Commissioner Leary thanked Jerry Warren for a great job with his presentation and for the great work he has done on the electric utility.
b. Commissioner Sprinkel – No comments were made.

c. Commissioner Cooper

Commissioner Cooper wished a Happy Birthday to Midge Ruff who just turned 102. She stated she just completed the Citizens Police Academy and that it is an incredible program. She asked to hear from the City Attorney relative to what the City’s latitude is relative to the lakes. Attorney Brown stated a memorandum is coming from him.

  
d. Commissioner McMacken – No comments were made.

e. Mayor Bradley – No comments were made.

The meeting adjourned at 10:16 p.m.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham
## Purchases over $50,000

<table>
<thead>
<tr>
<th>vendor</th>
<th>item</th>
<th>background</th>
<th>fiscal impact</th>
<th>motion</th>
<th>recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heart Utilities of Jacksonville</td>
<td>PR152580 for Undergrounding for Electric.</td>
<td>Total expenditure included in approved FY13 Citywide Undergrounding budget. Amount: $70,887.17</td>
<td>Commission approve PR 152580 to Heart Utilities of Jacksonville</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Duval Ford</td>
<td>Shuttle Bus for Community Center</td>
<td>Total expenditure included in approved FY13 budget. Amount: $59,994.00</td>
<td>Commission approve purchase of new shuttle bus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CDW-G</td>
<td>Replacement storage area network for end of life equipment.</td>
<td>Total expenditure included in approved FY13 budget. Amount: $147,484.00</td>
<td>Commission approve purchase for replacement storage area.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This purchase will be made utilizing IFB-1-2008. The City Commission approved award of IFB-1-2008 on January 14, 2008.

This purchase will be made with a grant awarded from The Winter Park Health Foundation in the amount of $25,000. The remainder of funds will come from the vehicle replacement fund.

This purchase will be made utilizing Florida State Contract 250-000-09-1.

## Contracts

<table>
<thead>
<tr>
<th>vendor</th>
<th>item</th>
<th>background</th>
<th>fiscal impact</th>
<th>motion</th>
<th>recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trane U.S. Inc.</td>
<td>Update Trane Tracer A/C control system.</td>
<td>Total expenditure included in approved FY13 budget. Amount: $11,597.89</td>
<td>Commission authorize Mayor to execute new agreement.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please note that Code Section 2-188 (c) (2) requires Commission approval of a contract that requires the City to hold harmless a private party. Trane is currently insisting upon the City indemnifying it in paragraph 8 of Trane’s terms and conditions. Otherwise, because of the amount of the contract, section 2-188 would allow the Mayor of City Manager to sign it.
Changes to Mark Wandall Traffic Safety Act in HB 7125 (Red Light Cameras)

Adopt the administrative fee of $250 to cover the costs associated with implementation of a red light camera hearing program.

House Bill 7125 made several changes to the Mark Wandall Traffic Safety Act (commonly referred to as the red light camera program). Under the new law, municipalities and counties are required to establish their own hearing officer program if they elect to use red light cameras. The hearing officer program must be equivalent to current county hearings in order to provide offenders an opportunity to contest their violation. The State of Florida has authorized local municipalities to charge up to $250 to cover all related costs associated with the hearing officer program. The $250 for administrative costs is in addition to the violation fine of $158. The City of Maitland and Apopka are proposing an additional $250 for administrative costs.

None

The requirement of local municipalities and counties to implement their own hearing officer program will have a fiscal impact. The City of Winter Park is required to contract the services of a hearing officer. Additionally, a clerk is required to take minutes and print and provide municipal court documents, an IT person is required to provide audio recording and IT capabilities, a cashier must be available to receive payments and a police officer will be required to provide court security. The Traffic Support Specialist (red light camera violation approval) will be required to provide court testimony. In addition, there will be an increased postage cost for violation and hearing notices. The hearings will be scheduled the first Friday of every other month, starting in September and will be held in the Winter Park Commission Chambers. The estimated costs for a full day of hearings are projected to be $6,400.

Sustainable hearing officer program

N/A
subject

Historic preservation review process

motion | recommendation

Mayor Bradley has recommended adoption of the attached.

background

At the June 24, 2013 Commission meeting Mayor Bradley addressed the need for a review process to achieve preservation of historic properties in the City of Winter Park.

alternatives | other considerations

The City Commission can amend as necessary.

fiscal impact

N/A

strategic objective

N/A
HISTORICAL PRESERVATION REVIEW PROCESS:
City of Winter Park, Florida
Proposed and Presented at the Winter Park City Commission July 8, 2013

GOALS:

Determine current inventory of historic properties, review City historic preservation ordinances and recommend goals or changes to achieve preservation.

PROCESS:

A. **Inventory all current City wide historic assets** through a new or updated historic survey (e.g. homes, buildings, properties etc.).

   1. Utilize outside consultation if necessary.
   2. Determination of historic assets by accepted Florida and National standards.
   3. Inventory current City, State or National registry designations and determine current % of eligible properties preserved either by public or private auspices.

B. **City staff will summarize the differences / benefits / distinctions between any current City ordinances / designations or National designations** including preservation, demolition etc.. Also, summarize the differences between “district” versus “specific property” designations. City staff to present this summary to the Historic Preservation Board first then the City Commission by August 15, 2013.

C. **Review current Winter Park historic preservation ordinances, policies and incentives:**

   1. **Benchmark** to key municipalities including:

      - Orlando, Florida
      - Maitland, Florida
      - Longwood, Florida
      - Orange County, Florida
      - Sarasota, Florida
      - Coral Gables, Florida
      - St. Augustine, Florida
      - Savannah, Georgia
      - Charleston, South Carolina

   2. Benchmark targeted designations to actual preservation both by public and private preservation efforts in key municipalities.
3. **Determine from Winter Park property owners** the number of voluntary City / National designations along with their reasons for designating or not designating under either criteria since the enactment of current Winter Park ordinances (circa 2001). Determine property owner’s awareness of current ordinances and benefits.

4. **Study the business model** and success of private preservation in Winter Park e.g. Friends of Casa Feliz etc.

D. **The Historic Preservation Board, after seeking appropriate public input, will recommend to the City Commission the City wide goal for % of properties eligible for historic designation designated with time frames.** Recommend goals for both public and private preservation.

E. **The Historic Preservation Board, after seeking appropriate public input, will recommend to the City Commission any necessary changes to existing ordinances, policies or incentives** to accomplish the City wide goal of historic designation and preservation.

Any recommendations to ordinances, policies or incentives will be referred to the City’s Planning and Zoning Board (ordinances) and Economic Development Advisory Board (incentives) for their review and input of any impacts before the City Commission reviews the final recommendations.

F. This review process should be **substantially complete by October 15, 2013.**
Subject: Ordinance to annex a portion of the Aloma Avenue right-of-way.

This ordinance would annex that portion of the Aloma Avenue right-of-way from 2015 Aloma Avenue (Mellow Mushroom) out east to the city limits (at the CVS Pharmacy). What happened years ago, was that the city annexed down from the north and up from the south and never included the Aloma right-of-way.

Over the years, this has been frustrating for the Police and Fire Depts. because they get called to accidents in this section of Aloma and then have to get the Orange County Sheriffs or the Highway Patrol to take over since it is not inside the city limits. This will eliminate that confusion in this section of Aloma and also for a tiny section of Balfour Drive, where the same condition exists.

The staff has provided the notice required to Orange County per Chapter 171, Florida Statutes, as well done the required legal advertisements. FDOT’s position is that their maintenance responsibilities are unchanged so they have no opinion on annexations.

Staff Recommendation: Approval
ORDINANCE NO. 2920-13

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING WITHIN THE CHARTER LAWS OF THE CITY OF WINTER PARK, SECTION 1.02, "CORPORATE LIMITS DESCRIBED" SO AS TO ANNEX THE RIGHT-OF-WAY OF ALOMA AVENUE FROM 2015 ALOMA AVENUE EAST TO THE CITY LIMITS AND THE RIGHT-OF-WAY OF BALFOUR DRIVE FROM AMSDEN ROAD SOUTH TO THE CITY LIMITS, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the City of Winter Park has previously annexed properties on both sides of sections of the Aloma Avenue and the Balfour Drive right-of-way and desires to annex those right-of-ways in order to simplify police, fire and emergency service response, and

WHEREAS, the annexation of said property meets the criteria established by Chapter 171, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication once a week for two consecutive weeks in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

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

SECTION 1. That Section 1.02 "Corporate Limits Described," of the Charter Laws of the City of Winter Park be hereby amended and modified so as to annex the portions of the right-of-way of Aloma Avenue and Balfour Drive, as more particularly described in Exhibit "A' and depicted in the Map in Exhibit "B'.

SECTION 2. This ordinance shall take effect upon immediately upon its final passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of ______________, 2013.

______________________________
Mayor

Attest:

______________________________
City Clerk
EXHIBIT "A"

Aloma Avenue East Annex

Legal Description:

Commence at the Southwesterly corner of Lot 1, Block A, of Winter Park Estates Section One, according to the plat thereof, as recorded in Plat Book "U," Page 146, of the Public Records of Orange County, Florida; thence run South 89°51'11" West a distance of 62.11 feet to the Westerly right-of-way line of said Balfour Drive; thence North 14°49'48" West along said Westerly right-of-way line a distance of 124.20 feet; thence departing said Westerly right of way run South 89°51'11" East a distance of 92.11 feet to a point on a curve concave Southeasterly and having a radius of 23.03 feet; thence run Southwesterly along the arc of said curve and the Easterly right-of-way line of said Balfour Drive a distance of 42.20 feet, through a central angle of 10°58'37" to the Point of Tangency; thence continue along said Easterly right-of-way line, South 14°49'48" East a distance of 94.20 feet to the Point of Beginning.

Together with:

A portion of Balfour Drive of Winter Park Estates Section Three, as recorded in Plat Book "X"; Page 1, of the Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Southwest Corner of Lot 1, Block F, of said Winter Park Estates Section Three; thence run North 89°51'11" West a distance of 62.11 feet to the Westerly right-of-way line of said Balfour Drive; thence North 14°49'48" West along said Westerly right-of-way line a distance of 124.20 feet; thence departing said Westerly right of way run South 89°51'11" East a distance of 92.11 feet to a point on a curve concave Southeasterly and having a radius of 23.03 feet; thence run Southwesterly along the arc of said curve and the Easterly right-of-way line of said Balfour Drive a distance of 42.20 feet, through a central angle of 10°58'37" to the Point of Tangency; thence continue along said Easterly right-of-way line, South 14°49'48" East a distance of 94.20 feet to the Point of Beginning.
June 7, 2013

Board of the Orange County Commission
Orange County Administration
PO Box 1393
Orlando, FL 32801

RE: Annexation of portions of Aloma Avenue and Balfour Drive

Dear Board of County Commissioners:

Pursuant to Chapter 171, Florida Statutes, the City of Winter Park is proceeding to annex portions of the rights-of-way of Aloma Avenue and Balfour Drive which have properties within the city on both sides. There have been instances of confusion with public safety response where these right-of-ways are in the County but all the properties along these sections are in the City. This will remedy these public safety response issues. Enclosed is a copy of the legal advertisement, ordinance and map. The legal advertisements will run in the Orlando Sentinel for two consecutive weeks on Sunday, June 30, 2013 and Sunday, July 7, 2013.

The ordinance for this annexation will be heard at public hearings on July 8, 2013 and July 22, 2013 at 3:30 pm in the Commission Chambers of City Hall, 401 S. Park Avenue, Winter Park.

If you have other questions, please contact me at jbriggs@cityofwinterpark.org or at (407) 599-3440.

Sincerely,

Jeffrey Briggs,
Planning Director

Enclosures
NOTICE OF ANNEXATION

CITY OF WINTER PARK
PUBLIC NOTICE

TO CONSIDER THE ANNEXATION OF PORTIONS OF THE ALOMA AVENUE AND BALFOUR DRIVE RIGHT-OF-WAYS

NOTICE is hereby given that public hearings will be held by the Winter Park City Commission on Monday, July 8, 2013 at 3:30 p.m. and on Monday, July 22, 2013 at 3:30 pm in the Winter Park City Hall, Commission Chambers at 401 S. Park Avenue, Winter Park, Florida, to consider the following:

ORDINANCE NO. 2920-13

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, ANNEXING THE RIGHT-OF-WAY OF ALOMA AVENUE FROM 2015 ALOMA AVENUE EAST TO THE CITY LIMITS AND THE RIGHT-OF-WAY OF BALFOUR DRIVE FROM AMISDEN ROAD SOUTH TO THE CITY LIMITS, MORE PARTICULARLY DESCRIBED HEREIN.

The complete legal description by metes and bounds as well as a complete copy of this proposed Ordinance No. 2896-13 may be obtained and inspected at the office of the City Clerk at 401 Park Avenue, South, Winter Park, Florida during regular business hours.

All interested parties are invited to attend and be heard. Additional information is available in the City Clerk’s office so that citizens may acquaint themselves with each issue and receive answers to any questions they may have prior to the meeting.

NOTE: 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.

Cynthia S. Bonham, CMC
City Clerk
Publish: Sunday, June 30, 2013 and Sunday, July 7, 2013, Orlando Sentinel
Subject: Ordinance for the land swap of 645 Symonds Avenue.

On May 13, 2013, the City Commission approved the request of CRDI LLC (Dan Bellows) to exchange or swap the city owned lot at 645 Symonds Avenue for his lot at 813 W. New England Avenue. The City Attorney advises that the City Charter requires an Ordinance to be adopted to sell (or swap) city owned land and has prepared this ordinance for that purpose.

As you recall, both lots are zoned R-2. The city lot at 645 Symonds is 6,250 sq. ft. in size. The lot at 813 W. New England is 5,500 sq. ft. in size. The difference in lot size is deemed to be inconsequential.

Under the terms approved by the City Commission, the applicant pays all of the closing costs.

**Staff Recommendation:** Approval
ORDINANCE NO. __________

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE CONVEYANCE OF THE CITY OWNED PROPERTY LOCATED AT 645 SYMONDS AVENUE, WINTER PARK, FLORIDA, IN EXCHANGE FOR THE PROPERTY LOCATED AT 813 W. NEW ENGLAND AVENUE, SUBJECT TO MINIMUM REQUIREMENTS AS SET FORTH HEREIN; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, Section 2.11 of the Charter of the City of Winter Park, Florida, authorizes the City Commission, by ordinance to convey or authorize by administrative action the conveyance of any lands of the City; and

WHEREAS, the City purchased the lot at 645 Symonds Avenue in 2006, with funding from the Affordable Housing Trust Fund, with the intention to use the lot for a home built either by Habitat for Humanity or the Hannibal Square Community Land Trust; and

WHEREAS, CRDI, LLC, has requested that the City exchange or swap the City owned Lot at 645 Symonds Avenue for a lot at 813 W. New England Avenue owned by CRDI, LLC, so that CRDI, LLC, can combine 645 Symonds Avenue with adjacent property it owns; and

WHEREAS, the City can use the lot at 813 W. New England Avenue for affordable housing; and

WHEREAS, the City Commission deems it advisable to convey City property pursuant to the terms of an agreement between the City and CRDI, LLC which agreement will provide that CRDI, LLC, will pay all closing costs.

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

SECTION 1. The recitals stated hereinabove are incorporated herein by reference and are made fully a part of this Ordinance.

SECTION 2. The property that is authorized to be conveyed by the City to CRDI, LLC, is the property identified in Exhibit “A” attached hereto and made a part hereof by reference, with a street address of which is 645 Symonds Avenue, Winter Park, Florida.

SECTION 3. The City Commission of the City of Winter Park hereby approves the transfer and conveyance of 645 Symonds Avenue to CRDI, LLC, on the terms and conditions and subject to all requirements as stated in the Real Estate Exchange Agreement (attached hereto as Exhibit “B”), as the City Commission deems it to be in the public interest.

SECTION 4. This Ordinance shall constitute the authorization by the City Commission pursuant to Section 2.11 of the Charter of the City of Winter Park, Florida, for the transfer and conveyance of the property set forth above, and the City Commission of the City of Winter
Park hereby authorizes the Mayor to execute the Real Estate Exchange Agreement on behalf of the City.

**SECTION 5. CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this ______ day of ________________, 2013.

____________________________
Mayor Kenneth W. Bradley

ATTEST:

____________________________
City Clerk, Cynthia S. Bonham
EXHIBIT “A”
CITY PROPERTY

Lot 14 of AARON HORTON, according to the Plat thereof as recorded in Plat Book N, Page 66, of the Public Records of Orange County, Florida.

Parcel Id. 06-22-30-3724-00-141
REAL ESTATE EXCHANGE AGREEMENT

THIS REAL ESTATE EXCHANGE AGREEMENT (the "Agreement") is made by and between CRDI, LLC, a Florida limited liability company, (hereinafter referred to as "CRDI"), with a principal address of 222 S. Pennsylvania Avenue, Ste. 200, Winter Park, FL 32789, and the CITY OF WINTER PARK, FLORIDA, a Florida municipal corporation ("City") with a principal address of 401 Park Avenue South, Winter Park, FL 32789, and the Parties. The effective date of this Contract (the "Effective Date") shall be the date upon which the last of the parties shall have signed this Contract.

RECITALS:

WHEREAS, City is the owner of the real property located in Orange County, Florida, located at 645 Symonds Avenue, Winter Park, Florida, and more particularly described on the attached Exhibit "A" and hereinafter referred to as the "City Property".

WHEREAS, CRDI is the owner of the real property located in Orange County, Florida, located at 813 W. New England Avenue, Winter Park, Florida, and more particularly described on the attached Exhibit "B" and hereinafter referred to as the "CRDI Property".

WHEREAS, City and CRDI intend to transfer the real property interests of the City Property on the one hand, and the CRDI Property on the other hand, and are willing to take such steps on their respective parts to enable the transactions contemplated.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, in hand paid each party by the other, the receipt and adequacy of which is hereby acknowledged, the Parties covenant and agree as follows:

1. Recitals. The Parties agree that the recitals are true and correct, and are incorporated and made a part of this Agreement. The City Property and the CRDI Property are sometimes individually or collectively referred to herein as the “Real Property.”

2. Property to be Conveyed. The Parties agree to exchange the City Property and the CRDI Property upon the terms and conditions hereinafter set forth and subject to performance of all conditions of this Agreement and performance by each party hereto of its respective obligations hereunder. The conveyances of the Real Property shall in each case include all rights, easements, fixtures and appurtenances pertaining to such property, as well as the owner of such property’s interests in any permits, licenses, governmental approvals, leases and other agreements pertaining to the Real Property, along with such other rights as may be specified herein.
3. **Value of Exchange.**

   (a) **Adjustment of Equities.** It is the intent of the Parties that the relative fair market value of the City Property and the CRDI Property shall be approximately equal and equivalent to FORTY-THREE THOUSAND and 00/100 Dollars ($43,000.00).

   (b) **Cash at Closing.** Such cash amounts as each party may owe to the other, as set forth hereinabove, shall be first offset against the other, and, after all other prorations and adjustments required hereunder are made, the balance shall be paid to the appropriate party in the form of cash, cashiers check or confirmed wire transfer, in immediately available U.S. funds.

4. **Conditions to Closing.** The obligation of each party hereunder to consummate the Closing contemplated hereby is subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part in writing by the party benefited by the condition). If any of the following conditions precedent are not satisfied, the party benefited by such unsatisfied condition may terminate this Agreement by giving the other party written notice.

   (a) **Correctness of Representations and Warranties.** The representations and warranties of the Parties set forth herein shall be true on and as of the Closing with the same force and effect as if such representations and warranties had been first made on and as of the Closing.

   (b) **Compliance by Parties.** The Parties shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with by it prior to or as of the Closing.

   (c) The complete execution of this Agreement by the Parties and the approval of this Agreement by the City Commission of the City of Winter Park at a public meeting, pursuant to §166.045, Fla. Stat.

   (d) CRDI shall fully comply with the provisions of Section 286.23, Florida Statutes by executing and delivering an Affidavit in the form of the Affidavit of Interest in Real Property - Florida Statute 286.23, a copy of which is attached hereto as Exhibit “C.”

   (e) **Inspection Period.** Each party hereto shall have until the date of Closing (herein the "Inspection Period") in which to conduct an investigation of the Real Property, including, by way of illustration and not in limitation: inspections as to the physical condition of the Real Property; investigation of the availability of utilities; status of zoning or ability to rezone; zoning codes; building codes; physical condition and any other condition or characteristic of the Real Property which Buyer may deem necessary or relevant to Buyer in purchasing the Real Property. Should either party for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then either party may, prior to the expiration of the Inspection Period, terminate this Agreement by written notice thereof to the other party.

   (f) **Delivery of Materials.** Within five (5) days after the Effective Date of this
5. **Warranties and Representations.** The Parties hereby make the following warranties, representations and covenants with respect to the Real Property, and which warranties, representations and covenants shall survive the Closing.

   (a) **Marketable Title.** City and CRDI have good and insurable title to their respective parcels, and will have good and insurable title, in both cases, free and clear of all mortgages, liens, encumbrances, leases, tenancies, security interests, covenants, conditions, restrictions, rights-of-way, easements, reservations, judgments, lis pendens and other matters affecting title, except the Permitted Exceptions as hereinafter defined.

   (b) **No Condemnation Pending or Threatened.** There is no pending or threatened condemnation or similar proceeding affecting any portion of the Real Property or any portion thereof, nor has either party acknowledged that any such action is presently contemplated.

   (c) **Authority.** Except as may specifically be set forth herein, neither party is aware of any facts which prohibit it from entering into this Agreement and closing this Agreement in accordance with the terms hereof. The execution and delivery of this Agreement, and the consummation of the transaction contemplated hereby will not result in any breach of the terms and conditions of, or constitute a default under, any instrument or obligation to which either party is now or may become a party, or by which either party may be bound or affected, or violate any order, writ, injunction or decree of any court in any litigation to which either party is a party, or violate any law. The Parties have the power and authority to enter into, deliver and perform this Agreement, to execute and deliver all documents required hereby, to convey all of their right, title and interest in and to the Real Property to the other, and to otherwise take all steps necessary to the performance of the duties and obligations of either party hereunder.

   (d) **Permitted Use.** The Real Property is zoned for such uses as are consistent with the comprehensive plan adopted by any Local Authority, except to the extent the failure of such representations and warranties does not materially affect the Parties or their successors, assigns or tenants from using the Real Property in a manner materially consistent with its historic and present use.

   (e) **Compliance with Laws.** The Real Property and any improvements comply in all material respects with all applicable Land Use Approvals in effect as of this date and the Closing Date.

   (f) **Certificates of Occupancy, Consents and Approvals.** All permanent certificates of occupancy and other consents and approvals required from any governmental agency having jurisdiction over the Real Property have been issued and are in full force and effect without the presence or existence of any unsatisfied conditions or requirements with respect thereto, and
true, correct and complete copies of such consents, approvals and certificates of occupancy have been delivered to the other party.

(g) **Litigation.** There are no actions, suits, proceedings or investigations, at law or in equity, or before any governmental agency or other person, pending or threatened against the City or CRDI that, in any case or in the aggregate, will affect the other party’s ability to meet its obligations arising under this Agreement or have an adverse affect on the use, operation or occupancy of the Real Property.

(h) **Access, Special Assessments.** Pedestrian and vehicular access to the Real Property is provided by publicly dedicated streets that are contiguous with the Real Property. There are no special assessments pending or, to the knowledge of the City or CRDI, threatened against or with respect to the Real Property on account of or in connection with such streets, roads or any other public improvements including but not limited to storm and sanitary sewer, water or other utility lines, curbs, gutters, drainage facilities, sidewalks, lighting and the like.

(i) **Easements.** No additional easements are required for the provision of utilities, access, egress and drainage to or for the benefit of the Real Property in connection with the use, operation and enjoyment of the Real Property as a transmitter site and related facilities.

(j) **Utilities.** All necessary utility services, including but not limited to sanitary sewer, water, electric power, and telephone service are available to the Real Property and no unpaid assessments, impact fees, development fees, tap-on fees or recapture costs are payable in connection therewith.

(k) **Encroachments.** The Real Property does not encroach on the real property of another or upon real property not being conveyed to the transferee as a result of the transactions contemplated by this Agreement.

(l) **Environmental Status.** Each party warrants and represents to the other that, as to the respective property owned by them, (i) the Real Property is free of all hazardous waste or substances except as may be permitted by applicable law; (ii) that the Property has been operated and maintained in compliance with all applicable environmental laws, statutes, ordinances, rules and regulations; (iii) no other release of any hazardous waste or substances has taken place on the Real Property, (iv) no migration of hazardous waste or substances has taken place from the Real Property which would cause the release of any hazardous waste or substance on any adjoining lands or any other lands in the vicinity of the Real Property; and (v) there are no bulk or underground storage tanks on or in the Real Property, and, no bulk or underground storage tanks have ever been located on or in the Real Property.

The term hazardous waste or substances shall include those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*, and in the regulations promulgated pursuant to said laws or any replacement thereof; such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state, or local laws or
regulations.

Both City and CRDI have no notice or knowledge of the on-site existence of any "Endangered and Threatened Species," flora and fauna as identified by the U.S. Fish and Wildlife Service's "List of Endangered and Threatened Wildlife and Plants" as may be amended from time to time. Both City and CRDI further warrant no knowledge of the on-site existence of any upland conservation areas which are preserved, or may be preserved, for the purposes of providing wildlife habitat.

The provisions of this Section shall survive the Closing or earlier termination of this Contract.

(m) **Representations Complete.** None of the representations or warranties made by the City or CRDI, nor any statement made in any document or certificate furnished by the either party pursuant to this Agreement contains or will contain at the Closing, any untrue statement of a material fact, or omits or will omit at the Closing, to state any material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

6. **Title Insurance.**

(a) **CRDI Property.** CRDI, at CRDI’s expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "Title Commitment") as to the CRDI Property, to issue an ALTA Owner's Title Insurance Policy - Form B, in the amount of $43,000.00 to be issued by a title company of CRDI’s choosing (the "Title Insurance Company"), naming City as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the Property to be vested in City, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of this Agreement; and those exceptions which are capable of and are actually to be discharged by CRDI at or before Closing (all other exceptions to title being deemed title defects for purposes of this Agreement). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, City shall, within ten (10) days from the date it receives the Title Commitment, notify CRDI in writing to that effect specifying the defects. CRDI shall have twenty (20) days from the receipt of City’s notice specifying the title defects to cure the defects and, if after said period CRDI shall not have cured the defects, or if CRDI shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to City’s satisfaction, City shall have the option of (i) accepting the title "as is" or (ii) terminating the Agreement after which City and CRDI shall each be released from all further obligations to each other respecting matters arising from this Contract.

(b) **City Property.** CRDI, at CRDI’s expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "Title Commitment") as to the City Property, to issue an ALTA Owner's Title Insurance Policy - Form B, in the amount of $43,000.00 to be issued by a title company of CRDI’s choosing (the “Title Insurance Company”), naming CRDI as the proposed insured. The Title Commitment shall show good, marketable and
insurable fee simple title to the Property to be vested in CRDI, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of this Agreement; and those exceptions which are capable of and are actually to be discharged by City at or before Closing (all other exceptions to title being deemed title defects for purposes of this Agreement). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, CRDI shall, within ten (10) days from the date it receives the Title Commitment, notify City in writing to that effect specifying the defects. City shall have twenty (20) days from the receipt of CRDI’s notice specifying the title defects to cure the defects and, if after said period City shall not have cured the defects, or if City shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to CRDI’s satisfaction, CRDI shall have the option of (i) accepting the title "as is" or (ii) terminating the Agreement after which CRDI and City shall each be released from all further obligations to each other respecting matters arising from this Contract.

7. **Surveys.** City, at CRDI’s expense, may obtain a survey of the CRDI Property (the "CRDI Survey"), and CRDI, at CRDI’s expense, may obtain a survey of the City Property (the "City Survey"), prepared by a licensed Florida land surveyor within the last thirty (30) days before closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Florida Minimum Technical Standards F.A.C. 5J-17-051. If the Survey shows any encroachments onto the Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Property, or if it is apparent that the Property violates existing title covenants and/or applicable zoning laws or ordinances, City and/or CRDI shall notify the other party in writing to that effect specifying the defects. City and/or CRDI shall have until thirty (30) days from receipt of the other party's notice specifying the survey defects in which to cure such defects. If after said period City and/or CRDI shall not have cured the defects, or if City or CRDI shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, City or CRDI shall have the option of (i) accepting the condition of the Property as disclosed in the survey in an "as is" condition, or (ii) terminating the Agreement, thereupon City and CRDI shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Agreement.

8. **Closing.** The Closing shall occur on or before ninety (90) days from the Effective Date, and shall be held by express courier or at the offices of CRDI’s choosing, or such other location as is mutually agreed upon by Parties. At the time of Closing, the Parties shall execute the Transaction Documents, conveying their respective property to the other.

9. **Closing Cost and Prorations.** Taxes, assessments and other items of income and expenses that survive closing, shall be prorated to the date of closing. If the Closing takes place and the current year's taxes are not fixed and the current year's assessment is available, taxes shall be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes shall be prorated on the prior year's tax. As to the CRDI Property, taxes shall be prorated pursuant to F.S. 196.295, since the City is tax exempt. CRDI shall pay all closing
costs, including the title insurance and the documentary stamps and recording costs for the transfer of the Real Property.

10. **Transaction Documents.** At the Closing, the appropriate party shall execute or procure the execution and delivery of the following documents:

   (a) Special Warranty Deed conveying the City Property free and clear of all encumbrances except for the Permitted Exceptions to CRDI.

   (b) Special Warranty Deed conveying the CRDI Property free and clear of all encumbrances except for the Permitted Exceptions to City.

   (c) Closing Statement itemizing the dollar amounts of all financial matters related to the Closing, including the adjustments and prorations provided herein.

   (d) FIRPTA affidavit by each party.

   (e) Mechanics’ lien, possession and gap affidavits.

   (f) Limited Liability Affidavit by CRDI.

   (g) Such other documents as may be required, necessary or useful to either party or the Title Insurance Company in consummating the transaction contemplated by this Agreement.

11. **Entry.** Each party shall have the reasonable right during the term of this Agreement to enter upon the Real Property, or any part thereof, for the purposes of reasonable inspection, environmental audits, surveys and tests and inspections. All inspections of either parcel shall be accomplished so as not to unreasonably interfere with the on-going business or activity conducted on said sites.

12. **Condemnation.** If, prior to closing, all or any part of the Real Property is taken by any governmental authority under its power of eminent domain, the party to which said Real Property shall be conveyed shall have the option, to be exercised within fifteen (15) days after said party receives written notice from the other party of same:

   (a) to take title to the Real Property at Closing without any abatement or adjustment in the agreed value, in which event the party conveying such real estate shall unconditionally assign its rights in the condemnation award to the other (or said other party shall receive the condemnation award from the conveying party if it has already been paid prior to Closing); or

   (b) to terminate this Agreement, whereupon the duties and obligations of each of the Parties hereto shall end.

13. **Brokers.** Each of the parties warrant and represent to each other that they have no knowledge of any real estate broker or agent involved in this exchange of the Real Property.
14. **Default.** If City or CRDI fails to perform any of the covenants set forth in this Agreement, City or CRDI shall have, as its sole and exclusive remedy the right of specific performance against the other party.

15. **Notices.** Notices to City and CRDI shall be deemed delivered (i) when hand delivered, or (ii) one business day following delivery to an express delivery courier, such as Federal Express, or (iii) three days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

To CRDI: CRDI, LLC
Attn: Daniel B. Bellows, Vice President
222 S. Pennsylvania Ave., Ste. 220
Winter Park, FL 32789
Tel. 407-644-2699
Fax 407-644-2854

To City: City of Winter Park
Attn: City Manager
401 Park Avenue South
Winter Park, FL 32789
Tel. 407-599-3235
Fax 407-599-3436

With a copy to: Usher L. Brown, Esq.
City Attorney
Brown, Garganese, Weiss & D’Agresta, P.A.
111 N. Orange Ave., Ste. 2000
Orlando, FL 32801
Tel. 407-425-9566
Fax 407-425-9596

16. **Assignment.** This Agreement and any rights hereunder shall not be assignable by either party hereto without the prior written consent of the other party.

17. **Miscellaneous.**

(a) **Attorneys' Fees and Costs.** In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees, including without limitation trial, appellate and bankruptcy proceedings.
(b) **Modifications to Agreement.** This Agreement may be modified only by an agreement in writing signed by the Parties to this Agreement.

(c) **Agreement To Survive the Closing.** All warranties, representations and agreements contained herein shall survive the Closing of the transaction contemplated by this Agreement.

(d) **Contract Not Recordable.** This contract shall not be recorded in the office of the Clerk of any Circuit Court of the State of Florida, except as may be required to enforce the provisions hereof in the event of a default.

(e) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns and, as applicable, to heirs and legal representatives of the Parties hereto.

(f) **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. The proper venue for any action concerning this Agreement shall be Orange County.

(g) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original.

(h) **Severability.** If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable in any jurisdiction, (i) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the extent and purpose of such invalid and unenforceable provision, and (ii) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

(i) **Time.** TIME IS OF THE ESSENCE IN THIS AGREEMENT.

(j) **Construction.** The paragraph headings, captions or abbreviations are used for convenience only and shall not be resorted to for interpretation of this Agreement. Whenever the context so requires, the masculine shall refer to the feminine, the singular shall refer to the plural, and vice versa.

(k) **Extension of Time Periods.** In the event that the last day of any period of time specified in this Agreement shall fall on a weekend or legal holiday, such period of time shall be extended through the end of the next work day following.

(l) **Waiver.** No waiver hereunder of any condition or breach shall be deemed to be a continuing waiver or a waiver of any subsequent breach.
IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year indicated below.

Signed, sealed and delivered in the presence of:

CRDI, LLC, a Florida limited liability company

By: WELBOURNE AVE. CORP., a Florida corporation

By: ________________________________

Daniel B. Bellows, Vice President

(print name)

(print name)
Signed, sealed and delivered in the presence of:

__________________________________________________________________________

__________________________________________________________________________

(print name)

__________________________________________________________________________

(print name)

CITY OF WINTER PARK, FLORIDA

By: ________________________________
   Kenneth W. Bradley, Mayor

ATTEST:

By: ________________________________
   Cynthia S. Bonham, City Clerk

Date: ________________________________
EXHIBIT “A”
CITY PROPERTY

Lot 14 of AARON HORTON, according to the Plat thereof as recorded in Plat Book N, Page 66, of the Public Records of Orange County, Florida.

Parcel Id. 06-22-30-3724-00-141
EXHIBIT "B"
CRDI PROPERTY

The East 50 feet of the South 110 feet of Lot 3, Block 45, REVISED MAP OF THE TOWN OF WINTER PARK, according to the Plat thereof as recorded in Plat Book A, Pages 67-72, Public Records of Orange County, Florida.

Parcel Id. 05-22-30-9400-45-031
EXHIBIT “C”

AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this _____ day of _________________, 2013, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

The undersigned is the __________________________ of CRDI, LLC, a Florida limited liability company, the legal title holder of the real property described as follows:

The East 50 feet of the South 110 feet of Lot 3, Block 45, REVISED MAP OF THE TOWN OF WINTER PARK, according to the Plat thereof as recorded in Plat Book A, Pages 67-72, Public Records of Orange County, Florida;

and (select appropriate option below):

☐ (check if applicable) – The name(s) and address(es) of every person having a beneficial interest in the real property described above however small or minimal is/are:

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<th>Address</th>
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☐ (check if applicable) – All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

[SIGNATURE ON FOLLOWING PAGE]
WITNESSES:

________________________________     By:_______________________________

________________________________     Print name:________________________

________________________________     Title:______________________________

________________________________

(print)

____________________________

(print)

STATE OF _______________

COUNTY OF _____________

SWORN TO and subscribed before me this _____ day of _____________, 2013, by

___________________________________, the

_____________________________ of CRDI, LLC, (check one)

☐ who is personally known to me or ☐ who provided _____________________________ as

identification.

________________________________

Notary Public

Print Name: ______________________
subject
Misdemeanor term of imprisonment revision to code for violating municipal ordinances to comply with state law – SECOND READING

title

motion | recommendation

Approve the ordinance on first reading.

summary
See the attached letter from the City Attorney.

board comments

N/A
May 28, 2013

Randy Knight, City Manager  
City of Winter Park  
401 Park Avenue South  
Winter Park, FL 32789

via email & regular U.S. Mail

Re: Misdemeanor term of imprisonment needs revisions in the Code of Ordinances

Dear Randy:

Please find enclosed my associate’s memorandum that identifies an error in the Code. Section 1-7(c) provides for a term of imprisonment not exceeding four months, whereas state statute limits the term of imprisonment for municipal code violation to 60 days.

Also enclosed is a recommended Ordinance that will amend the Code to correct this conflict with the statute.

Ms. McKinney is currently working with staff in prosecuting Code violations, and she assures me that the City is following the correct law in practice, but we do recommend amending the Code so that it is consistent with the maximum term of imprisonment allowed by state law.
May 28, 2013
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Please contact me should you have any questions. If you are satisfied with this, it would be in order to place this on the next available agenda for first reading.

Sincerely,

[Signature]

Usher L. Brown

ULB:tlad
Enclosure
cc: Cindy Bonham, City Clerk
    Michelle Bernstein, Assistant City Clerk
    Art King, Deputy Chief of Police
    Brett Railey, Chief of Police

G:\docs\Cities\Winter Park\Ordinances and Resolutions General\Correspondence\ltt.rand knight re Sec. 1-7 language to be amended to comply with statute.wpd
MEMO TO: Usher L. Brown, Esq. ✓

COPY TO: Catherine D. Reischmann, Esq.

FROM: L. Robin McKinney, Esq.

RE: Winter Park Code Section 1-7

DATE: May 17, 2013

Winter Park’s Code Section 1-7 needs to be revised to comply with state law on penalties for violating municipal ordinances. While we are following the correct law in practice, if there is an opportunity to update the Code in the future, we would like to do so to avoid any challenges.

Sec. 1-7(c) currently states, “Except as otherwise provided, a person convicted of a violation of this Code shall be punished by a fine not exceeding $500.00, by imprisonment for a term not exceeding four months, or any combination thereof. With respect to violations of this Code that are continuous with respect to time, each day the violation continues is a separate offense.”

“Four months” should be “60 days” in order to comply with Fla. Stat. 166.22:

162.22 Designation of enforcement methods and penalties for violation of municipal ordinances.—The governing body of a municipality may designate the enforcement methods and penalties to be imposed for the violation of ordinances adopted by the municipality. These enforcement methods may include, but are not limited to, the issuance of a citation, a summons, or a notice to appear in county court or arrest for violation of municipal ordinances as provided for in chapter 901. Unless otherwise specifically authorized and provided for by law, a person convicted of violating a municipal ordinance may be sentenced to pay a fine, not to exceed $500, and may be sentenced to a definite term of imprisonment, not to exceed 60 days, in a municipal detention facility or other facility as authorized by law.

Please see attached draft ordinance making this change to Section 1-7 of the City Code.
ORDINANCE NO. __________

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING SECTION 1-7, GENERAL PENALTY; CONTINUING VIOLATIONS, OF CHAPTER 1, GENERAL PROVISIONS, ARTICLE I, IN GENERAL, TO AMEND THE PENALTY FOR VIOLATING MUNICIPAL ORDINANCES TO COMPLY WITH STATE LAW; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, Fla. Stat. § 162.22 provides for penalties for violations of municipal ordinances; and

WHEREAS, the City Code needs to be amended to comply with state law; and

WHEREAS, this Ordinance is in the best interest of the City residents; and

WHEREAS, words with double underlined type shall constitute additions to the original text and strike through shall constitute deletions to the original text, and asterisks (** *) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

SECTION 1. Recitals. The foregoing recitals are hereby adopted and confirmed.

SECTION 2. Section 1-7, General penalty; continuing violations, of Chapter 1, General Provisions, Article I, In General, is hereby amended as follows:

1-7. – General penalty, continuing violations.

** **

(c) Except as otherwise provided, a person convicted of a violation of this Code shall be punished by a fine not exceeding $500.00, by imprisonment for a term not exceeding four months sixty days, or any combination thereof. With respect to violations of this Code that are continuous with respect to time, each day the violation continues is a separate offense.

** **

SECTION 3. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.
SECTION 4. CODIFICATION. It is the intention of the City Commission of the City of Winter Park, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Winter Park, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

SECTION 5. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of ________________, 2013.

______________________________
Mayor Kenneth W. Bradley

ATTEST:

______________________________
City Clerk, Cynthia S. Bonham
Subject: Ordinance renaming Loch Lomond Drive, north of Mizell Avenue. – SECOND READING OF ORDINANCE

The City received a request from Dr. Bruce Breit and Winter Park Hospital to look at resolving the issue of providing a remedy for the two disjointed sections of Loch Lomond Drive. The staff agrees this is a very good idea.

The easiest solution is to change the name of Loch Lomond Drive to Edinburgh Drive for that section north of Mizell Avenue. The properties in that section will be North Edinburgh Drive and over time the buildings on Edinburgh Drive, south of Mizell will evolve to South Edinburgh.

An ordinance adopted by the City Commission is needed to accomplish this.

Staff Recommendation:

Public Works, Police and Fire agree that the street name should change to remedy this confusion.
ORDINANCE NO._______

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, RENAMING THAT PORTION OF LOCH LOMOND DRIVE BETWEEN GLENWOOD DRIVE AND MIZELL AVENUE AS NORTH EDINBURGH DRIVE AND RENAMING THAT SECTION OF EDINBURGH DRIVE BETWEEN MIZELL AVENUE AND DUNDEE DRIVE AS SOUTH EDINBURGH DRIVE.

WHEREAS, there presently exists confusion for public safety response and others regarding the two separate and disjointed portions of Loch Lomond Drive; and

WHEREAS, there also presently exists confusion for public safety response and others regarding the two separate and disjointed portions of Edinburgh Drive; and

WHEREAS, the Winter Park City Commission seeks to resolve and remedy this addressing confusion in order to promote better public safety response and aid others as well.

NOW, THEREFORE, be it resolved by the City Commission of the City of Winter Park, Florida:

SECTION 1. That the portion of Loch Lomond Drive between Glenwood Drive and Mizell Avenue is hereby renamed as North Edinburgh Drive.

SECTION 2. That the portion of Edinburgh Drive between Mizell Avenue and Dundee Drive is hereby renamed as South Edinburgh Drive.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this ______ day of________________ 2013.

_______________________________
Mayor Kenneth W. Bradley

ATTEST:

_______________________________
City Clerk Cynthia S. Bonham
Subject: Request of Winter Park Hospital for approval of the Final Plans for a new Parking Garage as approved in the Winter Park Hospital Master Plan. Continued from the June 24th meeting with new text in gray.

In April 2005, the Winter Park Hospital received approval from the Planning Board and the City Commission of a Master Plan to guide the future development of the Winter Park Hospital campus. (Those minutes are attached) The approval of that Master Plan provided entitlements to the Hospital to proceed during a ten year period on the facility expansions and renovations contained within that Master Plan. One condition of the Master Plan approval was that “the final site, civil, architectural, landscape and hardscape plan for each phase be reviewed and approved by the Planning Commission and City Commission”. In essence this was a condition for ‘quality control’ as the Master Plan provided the entitlements and this condition provided the ‘look see’ at the final plans. The Planning and Zoning Board did make some recommendations to that end to improve the façade appeal of the project. The Hospital has revised the exterior elevations to comply with the recommendations of the Planning Board. Those revised elevations are included in the backup for this agenda item.

Planning and Zoning Board Recommendation:

Motion made by Peter Gottfried, seconded by Tom Sacha to grant final approval of the plans for the Winter Park Hospital parking garage as approved in the Winter Park Hospital Master Plan with the conditions that the landscape plan conform to number height and spacing of the palm trees indicated and that a greater portion of the west façade elevation incorporate the fenestration details common to the project within a significant portion of the façade between precast columns #3 and #5 so as to more closely match the appearance more prevalent on the other façades. Motion carried unanimously with a 7-0 vote.

Public Notice:

The mailed public notice sent for the July 2nd P&Z meeting was to all owners within 500 feet. Since that distance did not reach many of the surrounding residents, the staff increased the mailed public notice for this public hearing to 1,500 feet (1/3 mile) so the 623 notices that have been mailed would reach the surrounding neighborhoods.
Legal Background:

The legislative history for Conditional Uses, as it relates to the Winter Park Hospital approvals in 2005 is as follows:

July 14, 1998 the City adopts our first unified Land Development Code via Ordinance 2267 that incorporates and updates the Zoning Regulations establishing a stand-alone Section 58-86 for Conditional Uses.

October 10, 2000 the City adopts Ordinance 2388 amending the Conditional use code section to establish “conceptual approvals dependent and contingent upon the approval of a development agreement”. “Conceptual approvals establish a contractual obligation for the City to issue development orders and building permits for the development of projects that are consistent with the terms and conditions of the development agreement. Conceptual approvals and the accompanying development agreements do not fix the costs of projects as subsequent approval of additional plan submittals and approvals by the Planning and Zoning Commission and/or the City Commission may alter the costs associated with the exterior architectural facades of buildings, storm water retention facilities, service facilities, landscaping, signage, walls, fences, etc.”

April 25, 2005 the City Commission approves a Conditional Use for Conceptual Approval of a Master Development Plan for the Winter Park Hospital and Conditional Use for East Wing addition to the Hospital (Phase I) with eight conditions as recommended by the Planning Commission including “that the final site, civil, architectural, landscape and hardscape plan for each subsequent phase be reviewed and approved by the Planning Commission and City Commission”; that the parking garage ....be of similar architectural quality and materials to similar parking garages in Winter Park’s downtown core” and “that the parking garage be constructed concurrent with their needs and [parking] code requirements”.

Public notice required in 2005 is notice mailed to all owners within 500 feet of the Hospital campus. On May 8, 2006 the public notice requirements were changed via Ordinance 2668-06 to require city-wide notice and mailed notice to owners within 1,500 feet. Ordinance 2668-06 also changes the terminology from “conceptual” approvals to the existing “preliminary” conditional use approvals.

On February 22, 2010 via Ordinance 2796-10 the City adopts an entire new Land Development Code and Zoning regulations to implement the newly adopted Comprehensive Plan and revises the Conditional use section to “not” establish a contractual obligation for preliminary conditional use approvals.

Under the 1991 Comprehensive Plan, there is a Policy FL-Q-5 on Page FL 101 which states that “the City should require a Comprehensive Master Plan for the Hospital to guide the review of their facility expansions”. The Master Plan was submitted in 2005 is done in conformance to that Policy. Also in the 1991 Comprehensive Plan, the Office and Professional future land use category on page FL-17 that applies to the Winter Park Hospital states that “Public parking garages at hospitals may be excluded from the floor area ratio by the City Commission”. There is no definition of ‘public parking garages’ at this time but the similar provision is used by the City Commission to exempt the floor area ratio of the Sun Trust, Park Place and Douglas Grande parking garages. This provision is in effect until February 29, 2009 when the City Commission adopts the current Comprehensive Plan which includes definitions of ‘private and public garage’ as shown below:
Private Parking Garage means any above grade parking structure, required by this Code to meet the requirements for the private (non-public) use of building space, be it for retail, office, restaurant, residential uses, etc. Regardless of the fact that the “public” uses the parking garage spaces as customers, clients, residents, visitors, or employee, if the parking space floor area is necessary to meet the Code requirements, it is considered private parking. Where a project provides parking in excess of code requirements, and such parking is open to the public without restriction, that portion of the parking garage floor area may be defined as public parking, if deemed accessible by the City Commission and deed restricted as public parking.

Public Parking Garage means any above grade parking structure that is owned by the City. Public parking must be open and available to the public or public employees, and utilized for municipal purposes. Public parking may not be utilized by private owners to satisfy Code parking requirements.

The Property Appraiser’s information for the main block of the Winter Park Hospital that is bounded by Lakemont Avenue, Mizell Avenue and Edinburgh Drive is that the land area is 739,561 square feet (16.98 acres). This does not include the Physician’s Office building on Mizell Avenue which is in separate ownership. The Property Appraiser’s information shows 314,004 square feet of building space (not including the warehouse sections of the physical plant). This is a floor area ratio (FAR) of 42%, which is within the code limit of 45%. As the parking garage would push the total to exceed that 45% FAR, there is the assumption that the City Commission exempted this floor area of the parking garage pursuant to their approval of the Hospital master plan in 2005.

Summary:

Project Plans: The parking garage to be constructed is a five story, six level facility of 700+ parking spaces. It meets all the building, fire, life/safety and handicapped accessibility codes. Access from the adjacent streets is from the internal parking lot circulation and from the existing driveway access onto Mizell/Loch Lomond.

Final Site Plan: The new parking garage is to be situated in the location approved by the Master Plan. (The excerpt from the Master Plan is attached)

Civil/Storm Water Retention Plan: The parking garage is providing storm water retention in compliance with St Johns WMD and City Code.

Architectural and Other Project Plans: Finfrock as a company specializes in parking garage design and development and as such are experts in this field. They were involved in all the discussions and approvals by the City of the new parking garage at the Winter Park Towers. Many of the architectural design elements to improve the exterior facade and appearance from that project have been also incorporated into this design. They have provided a letter that elaborates on the architectural design goals. The Planning Board did recommend a condition to add some added architectural detail to the western elevation/façade because they felt this was also a very visible side as viewed from Mizell Avenue. The Hospital has revised the plans in accordance with that recommendation from the Planning Board.

The plans for this parking garage also include the important detail of the rooftop lighting on the sixth level (as we did at the WP Towers garage) to insure both lower pole/fixture heights and
'dark sky' light fixtures to minimize light spread and also to minimize how noticeable it is from a distance. This is also similar to the SunTrust parking garage in this respect.

**Landscape Plan:** There are quite a few street oak trees along this frontage street curve of Mizell/Loch Lomond that will screen the parking garage as one drives by. To the degree that there are gaps in the street trees, those gaps can be filled in. In addition, the elevations show anticipated palm tree plantings proposed adjacent to the building to also screen and soften the image of the building. Those palm trees are not specified as to number spacing, etc. on the plans but the City will look to the final landscape plan to conform to the number, spacing and heights depicted on the elevation plans and this was also a part of the P&Z conditions.
May 22, 2013

Jeff Briggs  
Planning Director  
City of Winter Park  
401 Park Ave South  
Winter Park, Fl. 32789

Re: Planning and Zoning Submission

The architectural intent of the Winter Park Memorial Parking Garage is to match the existing buildings on the campus so that it does not appear as a parking garage but another medical office building on the campus. Precast concrete wall panels with punched openings will be used on 75% of the façade. The west elevation, which is not exposed to the street view, will utilize a more open precast spandrel to assist in keeping the garage naturally open and not requiring mechanical ventilation. The stair and elevator cores will have pitched roofing that will match adjacent structures. Within the punched openings are grilles that mirror the window mullion pattern of the adjacent structures. Precast cornice at the tops of the wall panels and applied banding at intermediate and base locations are used to help accentuate the façade. Reveals cast into the precast will also be used in a blocking pattern to provide depth and interest to the façades. The use of precast allows for a durable life finished product that will withstand the harsh Florida environment and provide the owner with a low maintenance, long lasting structure. The precast concrete will receive an acrylic textured coating, along with the use of tile roofs and applied banding.

Along the west façade, spandrels were utilized to help provide the required openness per code. This west side is internal to the campus while the other three sides are facing public streets and therefore received the wall panel treatment. However, the first 60' of the south end will receive the wall panel treatment as the corner of the building will be seen from the roadway. The spandrels will be painted with the long lasting acrylic textured coating and receive a reveal pattern that gives interest to this façade as well.

Storm water will be collected in an internal vault that will be built within the parking structure. The vault will be 132'-0" x 60'-0" to handle the storm water capacity for the site.

Sincerely,

FINFROCK DESIGN

David Tabor  
Architectural Manager  
407-293-4000 o  
407-467-0931 d  
dtabor@finfrock.com
CITY OF WINTER PARK
Planning & Zoning Board

Regular Meeting
City Hall, Commission Chambers

MINUTES

June 4, 2013
7:00 p.m.

Acting Chair Johnston called the meeting to order at 7:00 p.m. in the Commission Chambers of City Hall. Present: James Johnston, Randall Slocum, Tom Sacha, Peter Gottfried, Robert Hahn, Peter Weldon, Sheila De Cicco and Ross Johnston. Staff: Planning Director Jeffrey Briggs and Recording Secretary Lisa Smith.

Approval of minutes – May 7, 2013

Motion made by Mr. Sacha and seconded by Mr. Weldon, to approve the May 7, 2013, meeting minutes. Motion carried unanimously with a 7-0 vote.

PUBLIC HEARINGS

REQUEST OF THE WINTER PARK HOSPITAL FOR: CONDITIONAL USE APPROVAL TO CONSTRUCT ONE STORY, 8,040 SQUARE FEET OF ADDITIONS TO THE EXISTING 14,888 SQUARE FOOT CANCER CARE MEDICAL FACILITY AT 2100 GLENWOOD DRIVE, ZONED OFFICE C-2.

Planning Director Jeffrey Briggs gave the staff report. He explained that this item is a Conditional Use request from the Winter Park Hospital to expand the Cancer Care facility located at 2100 Glenwood Drive. It is a conditional use because the building size is in excess of 10,000 square feet. He also noted that it is a stand-alone conditional-use request, i.e., it is not as part of the master plan approved eight years ago. He provided an overview of the projects plans, parking, storm water retention, and the landscape plan. He summarized by stating that the project meets all the code requirements and no variances are requested. He said that aside from adding a couple of new trees to improve the aesthetics, staff has no concerns. Staff recommended approval of the request with the condition regarding addition of the cypress trees in the retention area and filling in the tree gaps (one on Glenwood and two on Morley Lane) where street trees are needed. Mr. Briggs responded to Board member questions and concerns.

Selby Weeks, 385 E. Valencia Avenue, represented the applicant. He indicated their agreement with staff recommendations and responded to Board member questions and concerns. No one else wished to speak concerning the request. Public Hearing closed.

Motion made by Peter Gottfried, seconded by Tom Sacha to approve the conditional use request to construct a one-story, 8,040 square feet of additions to the existing 14,888 square foot cancer care medical facility office at 2100 Glenwood Drive. Motion carried unanimously with a 7-0 vote.

REQUEST OF THE WINTER PARK HOSPITAL FOR: FINAL APPROVAL OF THE PLANS FOR THE PARKING GARAGE AS APPROVED IN THE WINTER PARK HOSPITAL MASTER PLAN.

Planning Director Jeffrey Briggs provided the Board with historical insight as to the Winter Park Hospital Master Plan. He explained that in April 2005, the Winter Park Hospital received approval from the Planning Board and the City Commission of a Master Plan to guide the future development of the Winter Park Hospital.
campus. The approval of that Master Plan provided entitlements to the Hospital to proceed during a ten year period on the facility expansions and renovations contained within that Master Plan. He said that one caveat or condition of the Master Plan approval was that "the final site, civil, architectural, landscape and hardscape plan for each phase be reviewed and approved by the Planning Commission and City Commission". In essence this was a condition for 'quality control' as the Master Plan provided the entitlements and this condition provided the 'look see' at the final plans. He noted that the approval minutes from the 2005 meetings were provided to the Board members as a part of their packet. Further, he noted that the parking garage to be constructed is a five-story, six-level facility of 700+ parking spaces. It meets all the building, fire, life-safety and handicapped accessibility codes. Access from the adjacent streets is from the internal parking lot circulation and from the existing driveway access onto Mizell/Loch Lomond. He also provided an overview with regard to the comprehensive plan policies, redevelopment of the Winter Park Hospital Campus, final site plan, the civil/storm water retention plan, architectural and other project plans, landscape plans. He summarized by stating that it is easy to see the benefit from new medical facilities and services when they are proposed. Mr. Briggs noted that a parking garage unfortunately is not something quite as exciting but it is to the planning staff who knows that all development revolves around parking; thus the staff is very pleased to see this project come to fruition. The parking garage will provide much more convenient parking for those using and visiting the Hospital. It will also provide the necessary relief for staff parking as well as provide for the future growth and redevelopment of the Winter Park Hospital campus. Staff recommended approval of the request. Mr. Briggs responded to Board member questions and concerns.

David Tabor, 1894 Meeting Place, represented the applicant. He stated that the parking garage is within the height limitations of the Winter Park Code. He said that several meetings have been held with the officials of Winter Park Hospital and that they have been providing guidance thru the planning and design phase of the garage. He expressed that they are happy with the look of the building as configured. He also addressed management of the parking garage. He said that there are provisions in place for future access control; that the facility will not be manned; security cameras will be in place to monitor who comes in and out of the garage; and that it will be an open structure but there will be access gates. He also noted that the plan as presented addresses many of the existing security issues and will allow for better management of visitor parking.

Dave Walker, Project Manager, Florida Hospital also responded to Board member questions regarding physician parking and security. No one else wished to speak concerning this issue. Public Hearing closed.

Mr. Gottfried expressed that he is concerned with the mass of the building, what it will look like from the road and what will happen with the surrounding surface parking. He also said that he feels that the members of the Planning Board should see the master plan. Mr. Slocum does not have a problem with the scale of the building. His main concern was the utilitarian appearance of the façade on the west. He expressed that he would like to see more architectural details. Mr. Weldon did not have an issue. The Board members discussed the pros/cons of the articulation of the west elevation.

Motion made by Peter Gottfried, seconded by Tom Sacha to grant final approval of the plans for the parking garage as approved in the Winter Park Hospital Master Plan.
Amendment: Mr. Slocum offered that a greater portion of the west façade needs to incorporate the details on the façade of Sections 3 and 5. Mr. Gottfried accepted the amendment.
A greater portion of the west elevation needs to incorporate the fenestration details that are more prevalent on the other façade. Motion carried unanimously with a 7-0 vote.
CITY OF WINTER PARK
PLANNING & ZONING COMMISSION

Regular Meeting
Commission Chambers

April 5, 2005
7:00 p.m.

MINUTES

Chairman David Lamm called the meeting of the Planning and Zoning Commission to order at 7:00 p.m. in the Commission Chambers of City Hall, 401 Park Avenue South, Winter Park, Florida.

PRESENT: David Lamm, Chairman, Thomas Alday Vice-Chairman, Bill Roll, John Stevens, Patrick Doyle, Margie Bridges, City Planner Jeffrey Briggs and Recording Secretary Lisa M. Clark.

APPROVAL OF MINUTES

Motion made by Mr. Stevens, seconded by Mr. Alday to approve the March 1, 2005, meeting minutes. Motion carried unanimously with a 5-0 vote.

PUBLIC HEARINGS

CU 7:05 Request of the Winter Park Hospital for Conceptual Approval of the Master Development Plan for the Winter Park Hospital and Conditional Use Approval and Planned Development Approval for the redevelopment of the Winter Park Hospital campus at 200 N. Lakemont Avenue including the initial phase of a four/five story addition on the east side of the main hospital building adding 40 beds to the existing 287 bed hospital.

City Planner Jeffrey Briggs presented the staff report. He explained that the purpose of the request is to address two issues as follows:
1. The Conceptual Approval of a Master Development Plan for the Winter Park Hospital campus.
2. Conditional Use and Planned Development Approvals for the specific redevelopment project to add an east wing tower addition.

Mr. Briggs provided historical data concerning the redevelopment of the Hospital. He said that the City approved a Master Development Plan/Development with the Winter Park Hospital in 1992. He stated that it guided the development of the Hospital during the early 1990's when the hospital campus was expanded to include several off-site parking areas. He noted that now they propose to update and replace that agreement with a new master plan to guide the redevelopment of the hospital campus over the next ten years. He said that staff is pleased to see a long-range master plan. He stated that part of the proposal is to relocate the ER entrance on Lakemont. He added that staff is concerned with the relocation of the Central Energy plant, but overall is pleased with the proposal and recommends conceptual approval of the master plan as to development direction with the recognition that each individual building project must be reviewed for architectural, compatibility and code compliance at the time of development.

He detailed the proposal for Phase I, the East Tower Addition. He stated that the master plan envisions a four-story east wing expansion to the existing hospital building. He stated that the addition will include various medical components on the first two floors and new hospital rooms on the third and fourth floors as the hospital transitions to the exclusively private (one occupant) rooms. The building will be approximately 56,000 square feet in size, and as a result about 40 parking spaces will be lost for the east tower addition. He added that currently parking for the overall hospital campus is provided in the existing parking facilities spread across
the hospital campus. In addition, they also plan to construct a new parking lot addition on the now vacant property on the west side of Loch Lomond Drive that will provide up to 67 new spaces.

Mr. Briggs reviewed height issues for this project, as well as the possibility of interim screening for the existing a/c compressors at the Central Energy Plant south of the Walgreens. He said that he feels that a campus wide review of the landscape program is also warranted.

He added that staff recommends approval of the plans for the East Tower addition to the Hospital and conceptual approval of the new parking lot on Loch Lomond Drive with the final layout and design and landscape plan to be approved by the Planning Commission. Mr. Briggs responded to Board member questions and concerns.

Mr. Jack Rogers, 1002 Temple Grove, and Mr. John Lowe, Project Manager, represented the Winter Park Hospital. Mr. Lowe used a Power Point presentation that detailed the plans for east and west elevations, the main entrance, and the phasing of on-site redevelopment of the hospital. He also discussed the plans to relocate the entrance of the E.R. He stated that there are no plans to remove trees. Messrs. Lowe and Rogers responded to Board member questions and concerns.

No one else wished to speak concerning the request. Public Hearing closed.

Mr. Lamm opened the item up for discussion among the Board members. He recapped the requests as conceptual approval of the parking lot and final for the Phase 1A and conceptual approval of the master plan. He outlined the direction that the Board could take by approving the parking lot and phase 1A and either approve the master plan concept with conditions or discuss whether further study is necessary due to the size of the hospital campus or provide direction on the master plan.

Mr. Lamm said that he feels that a time period should be spoken as to what is reasonable for the first phase approval and the overall master plan. He stated that he feels that the aesthetics of the energy plant must be addressed, preferably beginning in the first phase. He said that he feels that it is reasonable for the applicant to screen the energy plant in phases. The Board members agreed that some type of screening must be installed. The Board members discussed the pros/cons of the appropriateness of the height that is proposed for the south tower. They discussed if this particular project would be the appropriate exception given the use. Mrs. Bridges stated that the she feels that in this case, this is the appropriate exception, because of the public purpose served by the Hospital. She said that she feels that there needs to be some modification to the Lakemont Avenue elevation. Mr. Doyle said that he feels that the project is good overall, and expressed agreement with the comments made by Mrs. Bridges with regard to the south tower. Mr. Alday stated that he agrees with Mr. Lamm regarding both the energy plant and the height of the south tower. The Board members agreed that a “wedding cake” design would satisfy the Lakemont Avenue elevation similar to that of the Regent Hotel. Mr. Stevens discussed his thoughts regarding Lakemont Avenue setbacks and floor area ratio. He suggested possibly offering more FAR for less height. Mr. Lamm responded that he felt that thought process was creative, but stated that he feels that the applicant should work with staff to create a master FAR schedule similar to that of Rollins where there is an overall sense of parking and FAR. Mr. Alday added that the garage be similar to the Rollins parking garage. Mr. Stevens asked if underground power would be provided. The Board members were in agreement that underground power would be provided with the condition that it is achieved by Phase 4.

Motion made by Mr. Lamm, seconded by Mr. Roll for conceptual approval of the conditional use for the remote parking lot proposed east of Loch Lomond Drive with condition that the final site plan with redesign pursuant to staff comments landscape plan incorporating tree preservation and lighting plan be reviewed and approved by the Planning Commission. Motion carried unanimously with a 5-0 vote.

Motion made by Mr. Lamm, seconded by Mr. Roll for final conditional use and planned development approval for the east tower (Phase 1A) building conditioned upon concurrent construction of screening of the existing air conditioning compressors at the central energy plant (pursuant to design
approved by staff) and landscape replacement (plants and trees) as needed on the hospital campus to meet code. Motion carried unanimously with a 5-0 vote.

Motion made by Mr. Lamm, seconded by Mr. Roll for conceptual approval of the hospital master plan subject to the following conditions and provisions:

1. Approval is for a term of 10 years with the provision that phase 1A be completed within two years.
2. That the floor area ratio be computed based on the land area of the hospital campus pursuant to a master floor area schedule.
3. That the final site, civil, architectural, landscape and hardscape plan for each subsequent phase be reviewed and approved by the Planning Commission and City Commission.
4. That the parking garage and central energy plant proposed at Phase 1B be of similar architectural quality and materials to similar parking garages in Winter Park's downtown core.
5. That coincident with the redevelopment of the Lakemont Avenue frontage (Phase 4 or before) that the hospital in partnership with the City undertake a program of streetscape and hardscape improvements including undergrounding of power lines and decorative streetlights.
6. That the Hospital work to modify the alignment of the emergency room entrance to line up with Benmore Drive to the degree possible.
7. That the parking garage phasing be constructed concurrent with their needs and code requirements.
8. That the five-story south tower component be modified to step back and recess the fifth floor level on the Lakemont frontage to a significant degree creating a terrace and reducing the visual impact of that height similar to the design of the Regent Condominium building.

Motion carried unanimously with a 5-0 vote.

ZMA 2:05 Request of Andrew Toshie to amend the Zoning Map to change the existing designation of Single-Family Residential (R-1A) District to Low Density Residential (R-2) District on the property at 2260 Hawick Lane to build four townhouses.

Jeff Briggs City Planner detailed the rezoning request to enable the construction of four townhouses at 2250 Hawick Lane. Mr. Briggs reviewed the zoning history of this neighborhood, and the details of the two adjacent townhouse projects which were rezoned and approved in 2002/2003. He discussed the rezoning in 2004 on Nairn Drive which failed due to neighbor opposition. However, in this location in context staff recommended approval as consistent with the ongoing redevelopment subject to the review of final plans by the Planning Commission.

Mr. Todd Meifert, 2245 Nairn Drive and Theresa Swanson (trustee for 2241 Nairn Drive), P.O. Box 536 Goldenrod, Florida, and John Atwood, 2250 Nairn Drive, spoke in favor of the request. No one else wished to speak concerning the request. Public hearing closed.

The Board members reviewed with staff the recent rezoning and redevelopment that is occurring on Glenwood Drive, Hawick Lane and Nairn Drive. Discussion ensued about appropriate locations for offices/townhouses and the areas to remain single-family residential. The Commission members concurred that this project was consistent with the trend of redevelopment and had neighborhood support.

Motion made by Mr. Lamm, seconded by Mr. Alday to approve the request with the condition that final site, civil and architectural and landscape plans be reviewed and approved by the Planning Commission subject to revision and modifications as suggested by staff and for code compliance. Motion carried unanimously with a 5-0 vote.

CU 8:05 Request of Chantilly Development for Conditional Use and Planned Development Approval to build a two-story, 10,000 square foot office building at 1455 Howell Branch Road, zoned O-2.
they are able to make satisfactory adjustments with one curb cut.

f) Request of Winter Park Hospital to redevelop the campus at 200 N. Lakemont Avenue: 5:19:33 PM

City Planner Jeffrey Briggs explained the request is to address two issues: 1) the Conceptual Approval of a ten-year Master Development Plan for the Winter Park Hospital campus, and 2) the Conditional Use and Planned Development approvals for the specific redevelopment project to add an east wing tower addition. He noted that they now propose to update and replace that agreement with a new master plan to guide the redevelopment of the hospital campus over the next ten years of which the Planning and Zoning Commission (P&Z) recommended approval of. He said that staff is pleased to see a long range master plan. He stated that part of the proposal is to relocate the emergency room entrance onto Lakemont Avenue.

Mr. Briggs stated the Planning and Zoning Commission recommended approval of the more immediate project; the Phase I, East Tower Addition. Mr. Briggs explained that the first two P&Z recommendations are the final approvals for the east tower with two minor conditions that address landscaping, the air conditioning compressors located along Lakemont Avenue behind the Walgreen, and the secondary parking on Loch Lomond Drive. He explained the P&Z concern with the 5 story tower element that is above the City's 55 foot height limit. Mr. Briggs reported that other than the concern of the south tower, the P&Z endorsed the request.

Winter Park Hospital Administrator Ken Bradley introduced Project Manager John Lowe who presented the Winter Park Hospital Master Development Plan and the Conditional Use request. Discussion ensued whether surrounding neighbors have been informed of the changes proposed.

Mayor Marchman explained that the P&Z recommendation is to approve Phase 1A and to conceptually approve the master plan which will need to return with additional details.

No public comments were provided.

Commissioner Metcalf spoke of the challenge to approve a development concept in a quasi-residential area and other similar requests that have been denied to move forward in more commercial areas. He expressed his preference of presenting the plan to surrounding residents.

Commissioner DeVane inquired into the height of the Regent Hotel and commented that what is presented is comparable to what is proposed for the Regent Hotel. Mayor Marchman elaborated on how there is justification for this approval. There was discussion in support of the approval and that this is an anchor to the medical district of the City.

Motion by Commissioner DeVane to conceptually approve the Master Plan Development and Phase 1A with the conditions imposed by the Planning and Zoning Commission, seconded by Commissioner Eckbert. The motion carried unanimously.

Commissioner Metcalf expressed his preference of further discussion on the uniqueness of this project and other areas that are more appropriate for similar altitudes and densities.