Meeting Called to Order

Invocation
Reverend Dr. Harold Custer, St. Andrews United Methodist Church

Pledge of Allegiance

Approval of Agenda

Mayor’s Report

a. Recognition – Winter Park High School State and National Championships
b. Honoring the life of Ella Mae Talbert in “The Sage Project”
c. Proclamation - Women’s Lung Health Week
d. Proclamation - Building Safety Month
e. Proclamation - Emergency Medical Services Week
f. 2015 Advisory Board appointments

*Projected Time
*Subject to change

60 minutes
| 5 | City Manager’s Report | *Projected Time  
|   |   | *Subject to change |
| 6 | City Attorney’s Report | *Projected Time  
|   |   | *Subject to change |
| 7 | Non-Action Items | *Projected Time  
|   |   | *Subject to change  
| 8 | Citizen Comments | 5 p.m. or soon thereafter (if the meeting ends earlier than 5 p.m., the citizen comments will be at the end of the meeting)  
|   | (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting) |
| 9 | Consent Agenda | *Projected Time  
|   |   | *Subject to change  
|   | a. Approve the minutes of April 27, 2015.  
|   | b. Approve the following purchases and contracts:  
|   | 1. PR 157606 to CDW-G for the purchase of Electronic Citation Reporting; $161,450.08.  
|   | 2. Change Order Request (modify existing Blanket Purchase Order) to Heart Utilities of Jacksonville to include purchase of wire material for Electric Undergrounding Project; $200,000.  
|   | 5. Contract renewal with Environmental Research & Design, Inc., Amendment 3 for RFQ-2-2012 Continuing Contracts for Professional, Architectural, & Engineering Services (Lake Management) and authorize the Mayor to execute Amendment 3. | 5 minutes |
| 10 | Action Items Requiring Discussion | *Projected Time  
|    |   | *Subject to change  
|    | a. Request for an extension of the Vehicle Sales Agreements at 1891, 2250 and 2286 W. Fairbanks Avenue. | 15 minutes |
11 Public Hearings

a. Request of Fifth Third Bank:
   - Ordinance - To amend the comprehensive plan Future Land Use Map to change from Single Family Residential to a Parking Lot Future Land Use designation at 453 North Lakemont Avenue (2)
   - Ordinance – To amend the official zoning map to change from Single Family (R-1A) District to Parking Lot (PL) District at 453 North Lakemont Avenue (2)
   - Conditional use approval to develop the properties at 1851/1861/1871 Aloma Avenue and 443/453 North Lakemont Avenue for a one story 3,500 square foot branch bank with drive-thru tellers and 5,715 square feet of professional office

b. Resolution - Extending the reversion period of the Loren Avenue right-of-way vacation.


12 City Commission Reports

a. Commissioner Seidel
b. Commissioner Sprinkel
c. Commissioner Cooper
d. Commissioner McMacken
e. Mayor Leary

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.”
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### Proposed Economic Development Advisory Board

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### Existing

**Keep Winter Park Beautiful & Sustainability Board**

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### Proposed

**Keep Winter Park Beautiful & Sustainability Board**

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### Existing

**Lakes and Waterways Board**

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**Lakes and Waterways Board**

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### Existing

**Parks and Recreation Advisory Board**

- **Janet Atkins**: 2014-2017 (2) F
- **Carl Creasman**: 2014-2017 (1) F
- **Julio DeArcos**: 2014-2017 (1) F
- **Joel Roberts**: 2013-2016 (2) F
- **Marni Spence**: 2014-2017 (2) F
- **Sacha Taylor**: 2013-2016 (1) F
- **Blair Culpepper (term out)**: 2012-2015 (2) F
- **Gary Diehl**: 2014-2017 (A) Alt

**Pedestrian & Bicycle Advisory Board**

- **Jill Hamilton Buss**: 2014-2017 (1) F
- **David Erne**: 2014-2017 (1) F
- **Tom Hiles**: 2013-2016 (2) F
- **Scott Redmon**: 2013-2016 (2) F
- **Terry Bangs**: 2012-2015 (1) F
- **Susan Pins (No reapply)**: 2013-2015 (1) F
- **Jean Siegfried (term out)**: 2012-2015 (2) F
- **VACANT**: VACANT Alt

### Proposed

**Parks and Recreation Advisory Board**

- **Janet Atkins**: Existing/New/Reappoint Alt to Full
- **Gary Diehl**: Reappointment Alt to Full
- **Mark Calvert**: New Alt

**Pedestrian & Bicycle Advisory Board**

- **Jill Hamilton Buss**: Existing/New/Reappoint Alt to Full
- **Karen McGuire**: New F
- **Duane Skage**: New F
- **Jim McFarland**: New Alt
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<th>Full/Alt</th>
<th>Name</th>
<th>Existing/New/Reappoint</th>
<th>Full/Alt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Clanton</td>
<td>2013-2016 (1)</td>
<td>F</td>
<td>Jan Clanton</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Leonard Feinberg</td>
<td>2013-2016 (1)</td>
<td>F</td>
<td>Leonard Feinberg</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Robert Lemon</td>
<td>2013-2016 (2)</td>
<td>F</td>
<td>Robert Lemon</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Francine Newberg</td>
<td>2013-2016 (1)</td>
<td>F</td>
<td>Francine Newberg</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Joan Pohl</td>
<td>2013-2016 (2)</td>
<td>F</td>
<td>Joan Pohl</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Joseph Roviaro</td>
<td>2013-2016 (2)</td>
<td>F</td>
<td>Joseph Roviaro</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Katy Bakker</td>
<td>2012-2015 (1)</td>
<td>F</td>
<td>Katy Bakker</td>
<td>Reappointment</td>
<td>F</td>
</tr>
<tr>
<td>Susan Battaglia</td>
<td>2012-2015 (1)</td>
<td>F</td>
<td>Susan Battaglia</td>
<td>Reappointment</td>
<td>F</td>
</tr>
<tr>
<td>Sarah Davey</td>
<td>2012-2015 (1)</td>
<td>F</td>
<td>Sarah Davey</td>
<td>Reappointment</td>
<td>F</td>
</tr>
<tr>
<td>Betty Hartnett (No reapply)</td>
<td>2012-2015 (1)</td>
<td>F</td>
<td>Jessica DeArcos</td>
<td>New</td>
<td>F</td>
</tr>
<tr>
<td>Dana Thomas (term out)</td>
<td>2012-2015 (2)</td>
<td>F</td>
<td>Caryn Israel</td>
<td>New</td>
<td>F</td>
</tr>
<tr>
<td>VACANT</td>
<td>VACANT</td>
<td>Alt</td>
<td>Lauren Brandei</td>
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</tr>
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</table>

**Public Arts Advisory Board**

<table>
<thead>
<tr>
<th>Name</th>
<th>Term (1, 2 or Exp)</th>
<th>Full/Alt</th>
<th>Name</th>
<th>Term (1, 2 or Exp)</th>
<th>Full/Alt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christine Menkin</td>
<td>2013-2016 (1)</td>
<td>F</td>
<td>Christine Menkin</td>
<td>2013-2016 (1)</td>
<td>F</td>
</tr>
<tr>
<td>Peter Weldon</td>
<td>2013-2016 (1)</td>
<td>F</td>
<td>Peter Weldon</td>
<td>2013-2016 (1)</td>
<td>F</td>
</tr>
<tr>
<td>Myriam Garzon-Greenberg (term out)</td>
<td>2012-2015 (2)</td>
<td>F</td>
<td>I. Paul Mandelkern</td>
<td>Reappointment</td>
<td>Alt to Full</td>
</tr>
<tr>
<td>I. Paul Mandelkern</td>
<td>2013-2016 (A)</td>
<td>Alt</td>
<td>Catherine Knudsen</td>
<td>New</td>
<td>Alt</td>
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</table>

**Tree Preservation Advisory Board**

<table>
<thead>
<tr>
<th>Name</th>
<th>Term (1, 2 or Exp)</th>
<th>Full/Alt</th>
<th>Name</th>
<th>Existing/New/Reappoint</th>
<th>Full/Alt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janet Atkins</td>
<td>2014-2017 (1)</td>
<td>F</td>
<td>Janet Atkins</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Jeffrey Berger</td>
<td>2014-2017 (1)</td>
<td>F</td>
<td>Jeffrey Berger</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Tony Gray</td>
<td>2014-2017 (2)</td>
<td>F</td>
<td>Tony Gray</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Jeffrey Jontz</td>
<td>2014-2017 (1)</td>
<td>F</td>
<td>Jeffrey Jontz</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Christine Menkin</td>
<td>2013-2016 (1)</td>
<td>F</td>
<td>Christine Menkin</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Peter Weldon</td>
<td>2013-2016 (1)</td>
<td>F</td>
<td>Peter Weldon</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>I. Paul Mandelkern</td>
<td>2013-2016 (A)</td>
<td>Alt</td>
<td>Catherine Knudsen</td>
<td>New</td>
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**Utilities Advisory Board**

<table>
<thead>
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<th>Existing/New/Reappoint</th>
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<tbody>
<tr>
<td>Name</td>
<td>Term (1, 2 or Exp)</td>
<td>Full/Alt</td>
<td>Name</td>
<td>Term (1, 2 or Exp)</td>
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<td>--------------------</td>
<td>----------</td>
<td>---------------------------</td>
<td>--------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Cheryl Forney</td>
<td>2014-2016 (1)</td>
<td>F</td>
<td>Cheryl Forney</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Hugh James</td>
<td>2013-2016 (1)</td>
<td>F</td>
<td>Hugh James</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Richard James</td>
<td>2014-2017 (1)</td>
<td>F</td>
<td>Richard James</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Katherine Johnson</td>
<td>2013-2016 (2)</td>
<td>F</td>
<td>Katherine Johnson</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Jennifer Lyons</td>
<td>2014-2017 (1)</td>
<td>F</td>
<td>Jennifer Lyons</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Dan Swanson</td>
<td>2013-2016 (2)</td>
<td>F</td>
<td>Dan Swanson</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Linda Lindsey (term out)</td>
<td>2012-2015 (2)</td>
<td>F</td>
<td>Barbara Devane</td>
<td>New</td>
<td>F</td>
</tr>
<tr>
<td>John Reker (term out)</td>
<td>2012-2015 (2)</td>
<td>F</td>
<td>Lawrie Platt Hall</td>
<td>New</td>
<td>F</td>
</tr>
<tr>
<td>David Smith (term out)</td>
<td>2012-2015 (2)</td>
<td>F</td>
<td>Rick Baldocchi</td>
<td>New</td>
<td>F</td>
</tr>
<tr>
<td>VACANT</td>
<td></td>
<td>Alt</td>
<td>Tara Tedrow</td>
<td>New</td>
<td>Alt</td>
</tr>
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</table>

### Existing Fire Pension Board

<table>
<thead>
<tr>
<th>Name</th>
<th>Term (1, 2 or Exp)</th>
<th>Full/Alt</th>
<th>Name</th>
<th>Term (1, 2 or Exp)</th>
<th>Full/Alt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mike Clifford</td>
<td>2014-2016 (9)</td>
<td>F</td>
<td>Mike Clifford</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Tony Gray</td>
<td>2014-2016 (6)</td>
<td>F</td>
<td>Tony Gray</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Trey Merrick</td>
<td>2013-2015 (5)</td>
<td>F</td>
<td>Trey Merrick</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Garry Mitchell</td>
<td>2014-2016 (3)</td>
<td>F</td>
<td>Garry Mitchell</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Tony Grey</td>
<td>2013-2015 (7)</td>
<td>F</td>
<td>Mike Hlavic</td>
<td>New</td>
<td>F</td>
</tr>
</tbody>
</table>

### Proposed Fire Pension Board

<table>
<thead>
<tr>
<th>Name</th>
<th>Term (1, 2 or Exp)</th>
<th>Full/Alt</th>
<th>Name</th>
<th>Term (1, 2 or Exp)</th>
<th>Full/Alt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sam Esterbrook</td>
<td>2014-2016 (1)</td>
<td>F</td>
<td>Sam Esterbrook</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Mike Broschart</td>
<td>2014-2016 (2)</td>
<td>F</td>
<td>Mike Broschart</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Kevin Roesner (WPPD appt)</td>
<td>2013-2015 (3)</td>
<td>F</td>
<td>Kevin Roesner</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Sandy Modell (board appt)</td>
<td>2013-2015 (2)</td>
<td>F</td>
<td>Sandy Modell</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>Bill Manuel</td>
<td>2014-2015 (1)</td>
<td>F</td>
<td>Bill Manuel</td>
<td>Reappointment</td>
<td>F</td>
</tr>
</tbody>
</table>

### Police Pension Board

<table>
<thead>
<tr>
<th>Name</th>
<th>Term (1, 2 or Exp)</th>
<th>Full/Alt</th>
<th>Name</th>
<th>Term (1, 2 or Exp)</th>
<th>Full/Alt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sam Esterbrook</td>
<td>2014-2016 (1)</td>
<td>F</td>
<td>Kevin Roesner (WPPD appt)</td>
<td>2013-2015 (3)</td>
<td>F</td>
</tr>
<tr>
<td>Mike Broschart</td>
<td>2014-2016 (2)</td>
<td>F</td>
<td>Sandy Modell</td>
<td>2013-2015 (2)</td>
<td>F</td>
</tr>
<tr>
<td>Kevin Roesner (WPPD appt)</td>
<td></td>
<td></td>
<td>Bill Manuel</td>
<td>Reappointment</td>
<td>F</td>
</tr>
</tbody>
</table>
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>Quiet Zones</td>
<td>Grant funds agreement received, are being reviewed and negotiated. Agreement to be executed by June 2015.</td>
<td>City Manager action expected the 1st meeting in June 2015.</td>
</tr>
<tr>
<td>Fairbanks electric transmission and</td>
<td>Engineering cost estimates indicate that the project can be completed within FDOT’s available funding. Contracts among Duke, the City, and FDOT in final draft form.</td>
<td>City Commission action expected the 1st meeting in June 2015.</td>
</tr>
<tr>
<td>distribution undergrounding</td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Hope Baptist Church Project</td>
<td>Pastor John Phillips continues pursuing licensing for the day care and school through DCF and obtaining required certifications for staff. Exterior construction and landscaping complete.</td>
<td>Approved Conditional Use will expire in September 2015.</td>
</tr>
<tr>
<td>Railroad crossing update</td>
<td>Grade crossing repairs included in a CIP managed by FDOT. Bids to be received by FDOT in May 2015.</td>
<td></td>
</tr>
<tr>
<td>Future tree plantings</td>
<td>FY 2015 to date – 200 trees planted. Street tree inventory has started.</td>
<td></td>
</tr>
<tr>
<td>MLK (Rollins) Restroom</td>
<td>Plans complete. Rollins will be contracting. Completion will be Summer 2015.</td>
<td></td>
</tr>
<tr>
<td>Historic Preservation Ordinance</td>
<td>Draft approved by the Historic Preservation Board. Hosting public forums May 7th at 9:00 a.m. and 7:00 p.m. at the Welcome Center. Tentative Commission date - July 2015.</td>
<td></td>
</tr>
<tr>
<td>Underground electric</td>
<td>Refinement/update of policies re: undergrounding of overhead electric service wires.</td>
<td>TBD – June 2015</td>
</tr>
<tr>
<td>Lake Lillian Restoration</td>
<td>This project is underway at Mead Botanical Garden. The contractor began removing invasive plants on April 27, 2015. Excavation and pond replanting anticipated to be completed by July 2015.</td>
<td></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.
General Fund

Six months into the fiscal year General Fund revenues appear to be on track with annual budget projections with the following exceptions and explanations:

1. The largest portion of property tax revenues are received in the December – February timeframe.
2. The projected shortfall in utility tax revenue is due to the decline in Communications Services Tax. Projections for this revenue were reduced by $183,000 from the prior year but based on receipts to date this still was overly optimistic even though the City’s projection was $24,000 less than the estimate provided by the Florida Department of Revenue. It looks like we could be up to $300,000 short of our budget estimate if CST revenues continue to decline.
3. Business taxes are renewed each October 1. Some additional revenue will be realized over the remainder of the fiscal year but the largest amount has already been received.
4. Building permit revenues are not quite as strong as they were last year but are not too far off the budget forecast. Permit fee revenues by their nature fluctuate significantly based on construction activity. For the six months ended March 31, 2015, permit fees from residential construction are up nicely, while fees from commercial activity have decreased. Of course, the prior year benefited from the fees on the apartments at 940 W Canton Avenue (commercial for multi-family). The permit fee on this project alone was $135,000.
5. Fines and forfeiture revenues are low due to lower red light camera receipts
6. Miscellaneous revenue is largely made up of investment earnings which reflect market value swings in the City’s investment portfolio. Values increased nicely in the first quarter of the current year. The City follows a buy and hold investment strategy in which the swings neither benefit nor harm the City as the Treasury and Agency securities invested in are paid off at par when the investment matures.
7. Overall, General Fund revenues will probably be about $400,000 short of projected revenues. Staff is monitoring spending accordingly.

Departmental expenditures for the first quarter are in line with budgetary expectations. Operating transfers out reflect the annual payment of tax increment revenue to the CRA. Tax increment payments must be made no later than December 31 each year. While a large portion of the budget for transfers out has already been expended by this $1,147,624 payment, it is a one time payment and transfers will match the annual budget at fiscal year end.
Community Redevelopment Agency Fund
The CRA was credited with the annual tax increment revenue from both the City and County in December. The County portion is on the Intergovernmental revenue line item and the City portion is reflected in the Operating Transfers In.

Tax increment revenue from the County (reported as intergovernmental revenue) and the City (reported as Operating transfers in) was credited to the CRA in December.

Charges for services revenue is primarily associated with the ice rink.

Debt service is paid January 1 and July 1 and will equal what was budgeted for the fiscal year.

Water and Sewer Fund
Water sales are comparable to the prior year at this point in time and slightly below our forecast.

The bottom line reflects a positive $523,699 and debt service coverage is projected to be a strong 1.89 for the fiscal year.

Electric Services Fund
Electric sales in kWh are about 3.3% behind where we were through March 2014. Since a large portion of our expenses in electric are the variable costs of purchasing power, this should not have a significant impact on the financial results of the fund.

Fuel costs were over-recovered by about $580,000 for the first half of FY 2015.

Bottom line for the first six reflects $75,678 being added to working capital.

Debt service coverage is projected to be a strong 2.95 for the fiscal year.

Investment Report
This two page report summarizes the City’s cash and investment holdings as of March 31, 2015. The overall portfolio has a blended rate of return of 1.43% and the average maturity of the long-term investment securities held was 5.81 years. All investment holdings were within the parameters of the City’s current Investment Policy as of March 31, 2015.
## Fiscal YTD March 31, 2015 and 2014

### General Fund

#### 50% of the Fiscal Year Lapsed

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Original</th>
<th>Adjusted</th>
<th>Prorated</th>
<th>Variance from</th>
<th>Variance from</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>YTD</td>
<td>Annual</td>
<td>Annual</td>
<td>Prorated Annual</td>
<td>Prorated Annual</td>
</tr>
<tr>
<td></td>
<td>%</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Property Tax</td>
<td>15,102,978</td>
<td>16,489,478</td>
<td>16,489,478</td>
<td>8,244,739</td>
<td>14,267,457</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>544,997</td>
<td>1,122,850</td>
<td>1,122,850</td>
<td>561,425</td>
<td>1,138,425</td>
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<tr>
<td>Utility Taxes</td>
<td>3,086,732</td>
<td>6,728,400</td>
<td>6,728,400</td>
<td>3,364,200</td>
<td>3,207,277</td>
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<tr>
<td>Business Taxes</td>
<td>475,295</td>
<td>481,500</td>
<td>481,500</td>
<td>240,750</td>
<td>246,295</td>
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<tr>
<td>Building Permits</td>
<td>926,206</td>
<td>1,988,000</td>
<td>1,988,000</td>
<td>994,000</td>
<td>1,138,425</td>
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<tr>
<td>Other Licenses &amp; Permits</td>
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<td>24,000</td>
<td>24,000</td>
<td>12,000</td>
<td>456</td>
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<tr>
<td>Intergovernmental</td>
<td>3,297,478</td>
<td>6,728,400</td>
<td>6,728,400</td>
<td>3,364,200</td>
<td>3,207,277</td>
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<tr>
<td>Charges for Services</td>
<td>2,742,021</td>
<td>5,396,450</td>
<td>5,396,450</td>
<td>2,698,225</td>
<td>2,728,153</td>
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<tr>
<td>Fines and Forfeitures</td>
<td>441,052</td>
<td>1,300,100</td>
<td>1,300,100</td>
<td>650,050</td>
<td>629,045</td>
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<tr>
<td>Miscellaneous</td>
<td>570,676</td>
<td>621,700</td>
<td>646,923</td>
<td>323,462</td>
<td>407,097</td>
</tr>
<tr>
<td>Fund Balance</td>
<td>-</td>
<td>833,284</td>
<td>1,086,675</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>27,199,891</td>
<td>41,724,069</td>
<td>43,109,358</td>
<td>21,554,680</td>
<td>26,594,994</td>
</tr>
</tbody>
</table>

### Expenditures:

<table>
<thead>
<tr>
<th>Expenditures:</th>
<th>Original</th>
<th>Adjusted</th>
<th>Prorated</th>
<th>Variance from</th>
<th>Variance from</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>YTD</td>
<td>Annual</td>
<td>Annual</td>
<td>Prorated Annual</td>
<td>Prorated Annual</td>
</tr>
<tr>
<td></td>
<td>%</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Legal Services - City Attorney</td>
<td>13,578</td>
<td>325,000</td>
<td>325,000</td>
<td>140,500</td>
<td>178,920</td>
</tr>
<tr>
<td>Legal Services - Other</td>
<td>42,639</td>
<td>40,000</td>
<td>40,000</td>
<td>30,000</td>
<td>16,502</td>
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<tr>
<td>City Management</td>
<td>246,026</td>
<td>531,030</td>
<td>531,030</td>
<td>265,515</td>
<td>237,102</td>
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<td>Budget and Performance Measurement</td>
<td>71,882</td>
<td>141,514</td>
<td>141,514</td>
<td>70,757</td>
<td>113,140</td>
</tr>
<tr>
<td>City Clerk</td>
<td>121,096</td>
<td>245,632</td>
<td>245,632</td>
<td>122,816</td>
<td>110,378</td>
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<tr>
<td>Communications Dept.</td>
<td>232,916</td>
<td>519,733</td>
<td>519,733</td>
<td>274,203</td>
<td>205,514</td>
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<td>Information Technology Services</td>
<td>578,028</td>
<td>1,234,967</td>
<td>1,234,967</td>
<td>617,484</td>
<td>578,014</td>
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<tr>
<td>Finance</td>
<td>400,638</td>
<td>865,294</td>
<td>865,294</td>
<td>320,000</td>
<td>399,691</td>
</tr>
<tr>
<td>Human Resources</td>
<td>153,972</td>
<td>341,130</td>
<td>341,130</td>
<td>165,560</td>
<td>127,342</td>
</tr>
<tr>
<td>Purchasing</td>
<td>83,227</td>
<td>269,479</td>
<td>269,479</td>
<td>134,740</td>
<td>91,197</td>
</tr>
<tr>
<td>Planning &amp; Community Development</td>
<td>381,637</td>
<td>847,209</td>
<td>847,209</td>
<td>425,605</td>
<td>223,227</td>
</tr>
<tr>
<td>Building Taxes</td>
<td>613,044</td>
<td>1,115,632</td>
<td>1,115,632</td>
<td>557,916</td>
<td>486,777</td>
</tr>
<tr>
<td>Economic Development</td>
<td>9,652</td>
<td>-</td>
<td>-</td>
<td>(9,652)</td>
<td>4,676</td>
</tr>
<tr>
<td>Public Works</td>
<td>3,243,237</td>
<td>6,786,659</td>
<td>6,785,259</td>
<td>3,437,765</td>
<td>194,528</td>
</tr>
<tr>
<td>Police</td>
<td>6,009,629</td>
<td>13,418,139</td>
<td>13,421,633</td>
<td>6,710,817</td>
<td>701,188</td>
</tr>
<tr>
<td>Fire</td>
<td>5,415,592</td>
<td>11,288,599</td>
<td>11,310,444</td>
<td>5,655,022</td>
<td>239,630</td>
</tr>
<tr>
<td>Parks &amp; Recreation</td>
<td>3,115,569</td>
<td>6,868,157</td>
<td>6,923,857</td>
<td>3,466,429</td>
<td>350,860</td>
</tr>
<tr>
<td>Organizational Support</td>
<td>1,045,935</td>
<td>1,394,580</td>
<td>1,394,580</td>
<td>697,290</td>
<td>1,158,420</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>-</td>
<td>175,000</td>
<td>190,000</td>
<td>95,000</td>
<td>78,475</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>21,816,218</td>
<td>46,361,774</td>
<td>46,747,063</td>
<td>23,373,535</td>
<td>20,884,329</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transfers:</th>
<th>Original</th>
<th>Adjusted</th>
<th>Prorated</th>
<th>Variance from</th>
<th>Variance from</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating transfers in</td>
<td>4,145,818</td>
<td>8,532,487</td>
<td>8,532,487</td>
<td>4,266,244</td>
<td>(120,426)</td>
</tr>
<tr>
<td>Operating transfers out</td>
<td>(3,014,934)</td>
<td>(3,894,782)</td>
<td>(3,894,782)</td>
<td>(2,447,390)</td>
<td>(567,544)</td>
</tr>
<tr>
<td>Other Financing Sources/(Uses)</td>
<td>1,130,884</td>
<td>4,637,705</td>
<td>3,637,705</td>
<td>1,818,854</td>
<td>(687,970)</td>
</tr>
</tbody>
</table>

* As adjusted through March 31, 2015
## The City of Winter Park, Florida

**Monthly Financial Report - Budget vs. Actual**

**Community Redevelopment Fund**

**Fiscal YTD March 31, 2015 and 2014**

50% of the Fiscal Year Lapsed

<table>
<thead>
<tr>
<th>Actual</th>
<th>Budget</th>
<th>Variance from</th>
<th>Actual</th>
<th>Budget</th>
<th>Variance from</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>YTD</td>
<td>YTD %</td>
<td>Original</td>
<td>Adjusted</td>
<td>Prorated</td>
</tr>
</tbody>
</table>

### Revenues:

- **Intergovernmental**
  - YTD: $1,243,644 (198%)
  - $1,257,232
  - $628,616
  - $615,028
  - $1,106,615
  - $1,107,992
  - $553,996
  - $552,619

- **Charges for services**
  - YTD: $182,599 (162%)
  - $225,000
  - $112,500
  - $70,099
  - $182,686
  - $195,000
  - $70,000
  - $39,000

- **Miscellaneous**
  - YTD: $81,660 (215%)
  - $76,000
  - $43,660
  - $14,204

- **Fund Balance**
  - YTD: $0 (0%)
  - $327,713
  - $163,857

- **Total Revenues**
  - YTD: $1,507,903 (160%)
  - $1,532,232
  - $942,973
  - $564,931

### Expenditures:

- **Planning and Development**
  - YTD: $632,635 (102%)
  - $883,450
  - $1,237,163

- **Debt service**
  - YTD: $1,285,137 (172%)
  - $1,498,378
  - $749,189

- **Total Expenditures**
  - YTD: $1,917,772 (140%)
  - $2,381,826
  - $1,367,771

### Revenues Over/Under Expenditures:

- **Operating transfers in**
  - YTD: $1,147,624 (198%)
  - $1,160,162
  - $580,811

- **Other Financing Sources/(Uses)**
  - YTD: $1,122,675 (0%)
  - $1,110,264

### Variance from actual:

- **Operating transfers out**
  - YTD: $2,494 (100%)

- **Other Financing Sources/(Uses)**
  - YTD: $0 (0%)

### Adjusted through March 31, 2015:

- **Operating transfers in**
  - $1,021,174
  - $1,022,445

- **Other Financing Sources/(Uses)**
  - $997,207
  - $974,511

### As adjusted through March 31, 2015:

- **Operating transfers out**
  - $23,967

- **Other Financing Sources/(Uses)**
  - $487,256
### WINTER PARK WATER AND WASTEWATER METRICS
March 31, 2015

#### Operating Performance:

- **Water and Irrigation Sales (in thousands of gallons)**
  - **Sewer - inside city limits**: 472,103 | 941,470 | 961,182 | (19,712) | 483,097 | 965,315
  - **Sewer - outside city limits**: 425,947 | 846,636 | 856,019 | (9,383) | 429,500 | 862,933
  - **Water - inside city limits**: 688,744 | 1,383,911 | 1,425,817 | (41,906) | 707,998 | 1,434,771
  - **Irrigation - inside City**: 249,031 | 504,108 | 552,714 | (48,606) | 272,975 | 559,582
  - **Water - outside city limits**: 590,201 | 1,162,400 | 1,231,121 | (68,721) | 615,310 | 1,238,144
  - **Irrigation - Outside City**: 50,718 | 101,680 | 112,809 | (11,129) | 57,676 | 115,527

- **Total**: 2,476,744 | 4,940,206 | 5,139,662 | (199,456) | 2,566,555 | 5,176,272

#### Operating revenues:

- **Sewer - inside city limits**: $2,931,777 | $5,846,568 | $5,666,302 | $180,266 | 3,097,659 | 6,259,030
- **Sewer - outside city limits**: 3,193,985 | 6,348,539 | 6,242,021 | 106,518 | 3,365,609 | 6,828,389
- **Water - inside city limits**: 3,965,179 | 7,967,338 | 8,439,061 | (471,723) | 3,789,719 | 7,815,209
- **Water - outside city limits**: 2,797,502 | 5,509,670 | 5,943,517 | (433,847) | 2,709,067 | 5,516,225
- **Other operating revenues**: 686,479 | 1,372,958 | 1,255,837 | 117,121 | 637,116 | 1,228,163

- **Total operating revenues**: 13,574,922 | 27,045,073 | 27,546,738 | (501,665) | 13,599,170 | 27,647,016

#### Operating expenses:

- **General and administration**: 718,315 | 1,436,630 | 2,018,381 | 581,751 | 772,890 | 1,667,091
- **Operations**: 5,382,304 | 10,764,608 | 12,192,357 | 1,427,749 | 5,181,885 | 11,406,886
- **Wastewater treatment by other agencies**: 1,820,298 | 3,640,596 | 3,667,813 | 27,217 | 1,656,281 | 3,487,555

- **Total operating expenses**: 7,920,917 | 15,841,834 | 17,878,551 | 2,036,717 | 7,611,056 | 16,561,532

#### Operating income (loss):

- **Operating income**: 5,654,005 | 11,203,239 | 9,668,187 | 1,535,052 | 5,988,114 | 11,085,484

#### Other sources (uses):

- **Investment earnings**: 6,903 | 13,806 | 178,600 | (164,794) | 108,857 | 243,427
- **Miscellaneous revenue**: 2,893 | 2,893 | - | 2,893 | 5,016 | 685,121
- **Transfer to Renewal and Replacement Fund**: (823,968) | (1,647,936) | (1,647,935) | (1) | (1,168,329) | (2,336,658)
- **Transfer to General Fund**: (1,043,450) | (2,086,900) | (2,086,900) | - | (1,010,550) | (2,021,100)
- **Transfer to Designations Trust Fund**: (30,423) | (60,846) | (60,846) | - | - | -
- **Transfer to Capital Projects Fund**: (281,476) | (562,952) | (562,953) | 1 | (36,250) | (72,500)
- **Debt service sinking fund deposits**: (2,960,815) | (5,921,446) | (5,869,813) | (51,633) | (2,961,348) | (5,922,530)

- **Total other sources (uses)**: $(5,130,336) | (10,263,381) | (10,049,847) | (213,534) | $(5,062,604) | (9,424,240)

#### Net increase (decrease) in funds:

- **Net increase (decrease)**: $523,669 | $939,858 | $(381,660) | $1,321,518 | 925,510 | 1,661,244

#### Debt service coverage:

- **Coverage**: 1.89 | 2.02

#### Annual Renewal and Replacement (R&R) Funding:

- **Funding**: 1,647,936

#### Net Value of Water and Wastewater Plant as of 09/30/2014:

- **Value**: 93,095,590

#### Annual R&R Funding as a Percentage of Plant:

- **Percentage**: 1.77%

---

1 The City implemented adjustments to water (increasing) and wastewater (decreasing) effective October 1, 2014.
### Sewer Impact Fees

<table>
<thead>
<tr>
<th></th>
<th>Beginning Balance</th>
<th>Additions</th>
<th>Deductions</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning balance - 10/01/2014</td>
<td>2,654,434</td>
<td></td>
<td></td>
<td>2,654,434</td>
</tr>
<tr>
<td>Sewer impact fee revenues</td>
<td>111,260</td>
<td></td>
<td>111,260</td>
<td></td>
</tr>
<tr>
<td>Investment earnings</td>
<td>35,821</td>
<td></td>
<td>35,821</td>
<td></td>
</tr>
<tr>
<td>Fairbanks Avenue sewer extension</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other sewer main extension work</td>
<td>(17,193)</td>
<td></td>
<td>(17,193)</td>
<td></td>
</tr>
<tr>
<td><strong>Ending balance - 3/31/2015</strong></td>
<td><strong>2,654,434</strong></td>
<td><strong>147,081</strong></td>
<td><strong>(17,193)</strong></td>
<td><strong>2,784,322</strong></td>
</tr>
</tbody>
</table>

### Water Impact Fees

<table>
<thead>
<tr>
<th></th>
<th>Beginning Balance</th>
<th>Additions</th>
<th>Deductions</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning balance - 10/01/2014</td>
<td>2,903,766</td>
<td></td>
<td></td>
<td>2,903,766</td>
</tr>
<tr>
<td>Water impact fee revenues</td>
<td>34,117</td>
<td></td>
<td>34,117</td>
<td></td>
</tr>
<tr>
<td>Investment earnings</td>
<td>67,138</td>
<td></td>
<td>67,138</td>
<td></td>
</tr>
<tr>
<td>Upgrade water mains</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Ending balance - 3/31/2015</strong></td>
<td><strong>2,903,766</strong></td>
<td><strong>101,255</strong></td>
<td><strong>-</strong></td>
<td><strong>3,005,021</strong></td>
</tr>
</tbody>
</table>

### Renewal and Replacement Fund

<table>
<thead>
<tr>
<th></th>
<th>Beginning Balance</th>
<th>Additions</th>
<th>Deductions</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning balance - 10/01/2014</td>
<td>1,938,972</td>
<td></td>
<td></td>
<td>1,938,972</td>
</tr>
<tr>
<td>R&amp;R transfer</td>
<td>823,968</td>
<td></td>
<td>823,968</td>
<td></td>
</tr>
<tr>
<td>Investment earnings</td>
<td>49,409</td>
<td></td>
<td>49,409</td>
<td></td>
</tr>
<tr>
<td>Upgrade water mains</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upgrade sewer mains</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rehab sewer manholes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replace asbestos cement force mains</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short line sewer rehab projects</td>
<td>(63,358)</td>
<td></td>
<td>(63,358)</td>
<td></td>
</tr>
<tr>
<td>Sewer main extensions</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lift station upgrades and repairs</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility patch crew work</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Ending balance - 3/31/2015</strong></td>
<td><strong>1,938,972</strong></td>
<td><strong>873,377</strong></td>
<td><strong>(686,346)</strong></td>
<td><strong>2,126,003</strong></td>
</tr>
</tbody>
</table>
## WINTER PARK ELECTRIC UTILITY METRICS
**March 31, 2015**

<table>
<thead>
<tr>
<th>Technical Performance</th>
<th>FY'15 YTD</th>
<th>FY'15 Annualized</th>
<th>FY'15 Budget</th>
<th>Variance from Budget</th>
<th>FY'14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Sales (kWh)</td>
<td>191,685,591</td>
<td>419,788,836</td>
<td>425,008,963</td>
<td>(5,220,127)</td>
<td>425,342,682</td>
</tr>
<tr>
<td>Average Revenue/kWh</td>
<td>0.1109</td>
<td>0.1077</td>
<td>0.1135</td>
<td>-0.0038</td>
<td>0.1135</td>
</tr>
<tr>
<td>Wholesale Power Purchased (kWh)</td>
<td>197,548,278</td>
<td>446,248,984</td>
<td>449,826,000</td>
<td>(3,577,016)</td>
<td>445,526,000</td>
</tr>
<tr>
<td>Wholesale Power Cost/kWh</td>
<td>0.0508</td>
<td>0.0508</td>
<td>0.0572</td>
<td>-0.0064</td>
<td>0.0572</td>
</tr>
<tr>
<td>Gross margin</td>
<td>0.0601</td>
<td>0.0570</td>
<td>0.0563</td>
<td>-0.0047</td>
<td>0.0563</td>
</tr>
<tr>
<td>SAIDI (rolling 12 month sum)</td>
<td>-</td>
<td>62.01</td>
<td>97.03%</td>
<td>94.07%</td>
<td>94.48%</td>
</tr>
<tr>
<td>MAIFI (rolling 12 month sum)</td>
<td>-</td>
<td>97.03%</td>
<td>94.07%</td>
<td>94.48%</td>
<td>95.47%</td>
</tr>
<tr>
<td>Sold vs. Purchased kWh Ratio</td>
<td>97.03%</td>
<td>94.07%</td>
<td>94.48%</td>
<td>95.47%</td>
<td>95.47%</td>
</tr>
</tbody>
</table>

## Income Statement
**Electric Sales:**
- Fuel: 7,357,445  
- Non-Fuel: 13,895,749  
- Other Operating Revenues: 133,340  
**Total Operating Revenues:** 21,386,534

**Operating Expenses:**
- General and Administrative: 555,267  
- Operating Expenses: 3,580,897  
- Purchased Power: 6,776,867  
- Non-Fuel: 3,249,126  
- Transmission Power Cost: 1,388,088  
**Total Operating Expenses:** 15,550,245

**Operating Income (Loss):** 5,836,289

**Nonoperating Revenues (Expenses):**
- Investment Earnings (net of interest paid on interfund borrowings): 106,287  
- Principal on Debt: (867,500)  
- Interest on Debt: (1,522,783)  
- Miscellaneous Revenue: 215,543  
- Proceeds from Sale of Assets: 6,277  
- Routine Capital: (879,852)  
- Undergrounding of Power Lines: (1,801,167)  
- Contributions in Aid of Construction: 233,135  
**Total Nonoperating Revenues (Expenses):** 5,836,289
# WINTER PARK ELECTRIC UTILITY METRICS

**March 31, 2015**

<table>
<thead>
<tr>
<th></th>
<th>FY'15 YTD</th>
<th>FY'15 Annualized</th>
<th>FY'15 Budget</th>
<th>Variance from Budget</th>
<th>FY'14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Underground Conversions</td>
<td>11,200</td>
<td>22,400</td>
<td>22,400</td>
<td>73,050</td>
<td></td>
</tr>
<tr>
<td>Capital Contributions for Plug-In Program</td>
<td>48,925</td>
<td>97,850</td>
<td>-</td>
<td>97,850</td>
<td>63,960</td>
</tr>
<tr>
<td>Total Nonoperating Revenues (Expenses)</td>
<td>(4,449,935)</td>
<td>(9,115,414)</td>
<td>(8,749,734)</td>
<td>(365,680)</td>
<td>(9,438,973)</td>
</tr>
<tr>
<td>Income (Loss) Before Operating Transfers</td>
<td>1,386,354</td>
<td>4,754,614</td>
<td>1,540,701</td>
<td>3,213,913</td>
<td>2,503,010</td>
</tr>
<tr>
<td>Operating Transfers In</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Operating Transfers Out</td>
<td>(1,310,676)</td>
<td>(2,821,085)</td>
<td>(2,862,204)</td>
<td>41,119</td>
<td>(2,689,617)</td>
</tr>
<tr>
<td>Total Operating Transfers</td>
<td>(1,310,676)</td>
<td>(2,821,085)</td>
<td>(2,862,204)</td>
<td>41,119</td>
<td>(2,689,617)</td>
</tr>
<tr>
<td>Net Change in Working Capital</td>
<td>75,678</td>
<td>1,933,529</td>
<td>(1,321,503)</td>
<td>3,255,032</td>
<td>(186,607)</td>
</tr>
</tbody>
</table>

**Other Financial Parameters**

<table>
<thead>
<tr>
<th></th>
<th>FY'15</th>
<th>FY'14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service Coverage</td>
<td>2.49</td>
<td>2.85</td>
</tr>
<tr>
<td>Fixed Rate Bonds Outstanding</td>
<td>69,065,000</td>
<td>64,750,000</td>
</tr>
<tr>
<td>Auction Rate Bonds Outstanding</td>
<td>1,220,000</td>
<td>7,445,000</td>
</tr>
<tr>
<td>Total Bonds Outstanding</td>
<td>70,285,000</td>
<td>72,195,000</td>
</tr>
<tr>
<td>Principal Retired</td>
<td>1,910,000</td>
<td>-</td>
</tr>
<tr>
<td>Capital Spending from Bond Proceeds</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Balance Owed on Advance from General Fund</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Cash Balance</td>
<td>1,426,153</td>
<td>3,530,562</td>
</tr>
</tbody>
</table>

**Notes**

- Fiscal Years run from October to September; FY'15 is 10/1/14 to 9/30/15
- SAIDI is System Average Interruption Duration Index (12-month rolling sum)
- MAIFI is Momentary Average Interruption Frequency Index (12-month rolling sum)
<table>
<thead>
<tr>
<th>Issuer CUSIP</th>
<th>Purchase Date</th>
<th>Quantity</th>
<th>Estimated Price</th>
<th>Coupon Rate</th>
<th>Cost</th>
<th>Market Value</th>
<th>Maturity Date</th>
<th>Moody’s Rating</th>
<th>S &amp; P Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short-term funds:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bank of America</td>
<td>02/08/13</td>
<td>1,500,000</td>
<td>100.113</td>
<td>0.38%</td>
<td>$1,501,875</td>
<td>$1,501,695</td>
<td>01/15/16</td>
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<tr>
<td>BankFirst</td>
<td>02/11/15</td>
<td>1,500,000</td>
<td>100.836</td>
<td>1.00%</td>
<td>$2,018,270</td>
<td>$2,016,720</td>
<td>09/30/16</td>
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<tr>
<td>Money Market Fund</td>
<td>02/08/13</td>
<td>1,216,116</td>
<td>117.742</td>
<td>6.50%</td>
<td>$1,285,526</td>
<td>$1,284,905</td>
<td>03/20/28</td>
<td>AA+</td>
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</tr>
<tr>
<td>Certificate of Deposit</td>
<td>02/08/13</td>
<td>1,000,000</td>
<td>116.589</td>
<td>2.00%</td>
<td>$2,018,270</td>
<td>$2,016,720</td>
<td>09/30/16</td>
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<tr>
<td>State Board of Administration (SBA)</td>
<td>02/08/13</td>
<td>1,000,000</td>
<td>109.991</td>
<td>4.50%</td>
<td>$1,285,526</td>
<td>$1,284,905</td>
<td>03/20/28</td>
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<tr>
<td>Total short-term funds</td>
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<td>$7,210,930</td>
<td>$7,211,381</td>
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<table>
<thead>
<tr>
<th>Percentage of Total Cash and Investments</th>
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<tr>
<td>11.96%</td>
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| Long-term investments: |

<table>
<thead>
<tr>
<th>US Treasury Note Investments (backed by full faith and credit of the United States Government):</th>
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</thead>
<tbody>
<tr>
<td>US TREASURY NOTES 912828UG3 02/08/13</td>
</tr>
<tr>
<td>US TREASURY NOTES 912828RJ1 02/21/14</td>
</tr>
<tr>
<td>US TREASURY NOTES 912828UA6 02/07/13</td>
</tr>
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<td>Total US Treasury Note Investments</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Government National Mortgage Investments (backed by full faith and credit of the United States Government):</th>
</tr>
</thead>
<tbody>
<tr>
<td>GNMA 4 ARM PASS THRU POOL 8258 36202KE76 05/04/99</td>
</tr>
<tr>
<td>GNMA PASS THRU POOL 372024 36202KG68 05/21/98</td>
</tr>
<tr>
<td>GNMA PASS THRU POOL 2795 36202DC82 02/08/01</td>
</tr>
<tr>
<td>Total Government National Mortgage Investments</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Percentage of Long-Term Investments</th>
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<tbody>
<tr>
<td>7.13%</td>
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</table>

| Agencies which are non-full faith and credit: |

<table>
<thead>
<tr>
<th>Federal Farm Credit Investments:</th>
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<tbody>
<tr>
<td>FEDERAL FARM CREDIT 3133EAS29 10/16/12</td>
</tr>
<tr>
<td>FEDERAL FARM CREDIT 3133ECL2 12/13/13</td>
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<tr>
<td>FEDERAL FARM CREDIT 3133EOM0 04/22/13</td>
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<tr>
<td>FEDERAL FARM CREDIT 3133EONY8 05/03/13</td>
</tr>
<tr>
<td>FEDERAL FARM CREDIT 3133EAF0 10/19/12</td>
</tr>
<tr>
<td>FEDERAL FARM CREDIT 3133EETT7 03/1/15</td>
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<tr>
<td>FEDERAL FARM CREDIT 3133EJU4 02/12/15</td>
</tr>
<tr>
<td>FEDERAL FARM CREDIT 3133EAD0 07/31/12</td>
</tr>
<tr>
<td>FEDERAL FARM CREDIT 3133EJW1 01/12/15</td>
</tr>
<tr>
<td>Total Federal Farm Credit Investments</td>
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</table>

<table>
<thead>
<tr>
<th>Percentage of Total Cash and Investments</th>
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<tbody>
<tr>
<td>17.94%</td>
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</table>
## Cash and Investment Portfolio (excluding pension funds and bond proceeds)

### 31-Mar-15

<table>
<thead>
<tr>
<th>Issuer CUSIP</th>
<th>Purchase Date</th>
<th>Quantity</th>
<th>Estimated Price</th>
<th>Coupon Rate</th>
<th>Cost</th>
<th>Market Value</th>
<th>Maturity Date</th>
<th>Moody's Rating</th>
<th>S &amp; P Rating</th>
<th>Percentage of Total Cash and Investments</th>
<th>Percentage of Long-Term Investments</th>
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<tbody>
<tr>
<td>Federal Home Loan Banks Investments:</td>
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<tr>
<td>FEDERAL HOME LOAN BANK 31364NW8 03/11/15 $2,000,000 100.035 1.50% $2,000,000 $2,000,700 08/15/19</td>
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<tr>
<td>FEDERAL HOME LOAN BANK 31338BJQ 07/31/12 $3,750,000 99.711 1.55% $3,750,000 $3,739,163 08/15/19</td>
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<tr>
<td>FEDERAL HOME LOAN BANK 31336ZG3 10/10/12 $1,000,000 99.086 1.49% $1,000,000 $998,860 11/01/19</td>
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<tr>
<td>FEDERAL HOME LOAN BANK 31338BS6 02/27/14 $1,007,609 100.018 1.67% $994,006 $1,007,790 10/11/19</td>
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<tr>
<td>FEDERAL HOME LOAN BANK 31338AK4 10/19/12 $1,000,000 98.263 1.05% $1,000,000 $982,630 04/29/20</td>
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<tr>
<td>FEDERAL HOME LOAN BANK 31338CS4 07/31/12 $3,000,000 98.669 1.25% $3,000,000 $2,980,070 08/14/20</td>
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<tr>
<td><strong>Total Federal Home Loan Banks Investments</strong></td>
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<td><strong>11,757,609</strong></td>
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<td><strong>11,744,006</strong></td>
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<td><strong>11,681,213</strong></td>
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<tr>
<td>Federal Home Loan Mortgage Investments:</td>
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<tr>
<td>FEDERAL HOME LN MTG CORP 3134G6EB5 02/04/15 $2,000,000 99.883 1.25% $2,000,000 $1,997,660 02/27/18</td>
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<tr>
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<tr>
<td>FEDERAL HOME LN MTG CORP 3134G4VW5 02/13/14 $1,000,000 99.956 0.88% $1,000,000 $999,560 03/10/17</td>
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<tr>
<td>FEDERAL HOME LN MTG CORP 3134G34QO 03/05/13 $1,000,000 99.388 1.10% $1,000,000 $993,880 07/30/18</td>
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<tr>
<td>FEDERAL HOME LN MTG CORP 3134G2X5 04/11/13 $2,000,000 98.971 1.05% $2,000,000 $1,979,420 10/30/18</td>
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<tr>
<td>FEDERAL HOME LN MTG CORP 3134GMLK4 03/11/15 $2,000,000 99.974 1.63% $998,000 $1,999,480 03/19/20</td>
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<tr>
<td><strong>Total Federal Home Loan Mortgage Investments</strong></td>
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<td><strong>12,000,000</strong></td>
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<td><strong>9,140,597</strong></td>
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<td>Federal National Mortgage Association Investments:</td>
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<tr>
<td>FEDERAL NATL MTG ASSN 3136G16F1 12/11/12 $1,000,000 99.209 1.00% $1,000,000 $992,090 06/27/18</td>
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<tr>
<td>FEDERAL NATL MTG ASSN 3136G12W2 04/02/14 $2,000,000 100.056 2.00% $2,000,000 $2,001,120 04/30/19</td>
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<tr>
<td>FEDERAL NATL MTG ASSN 3136GVWMO 07/31/12 $1,000,000 99.275 1.00% $1,000,000 $992,750 07/30/19</td>
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<tr>
<td>FEDERAL NATL MTG ASSN 3136G0K65 08/13/12 $2,000,000 99.989 1.63% $2,000,000 $1,999,780 08/28/19</td>
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<tr>
<td>FEDERAL NATL MTG ASSN 3136G0268 10/16/12 $1,000,000 98.358 1.60% $1,000,000 $983,680 10/30/20</td>
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<tr>
<td>FEDERAL NATL MTG ASSN 3136G0V28 08/15/12 $2,500,000 100.007 2.00% $2,497,500 $2,500,175 12/14/20</td>
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<tr>
<td>FEDERAL NATL MTG ASSN 3136G2CS4 01/21/15 $1,000,000 98.192 2.05% $1,000,000 $981,920 12/14/20</td>
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<tr>
<td>FNMA PASS THRU POOL 255994 31374KKF3 03/12/07 $1,450,000 112.349 5.50% $1,450,000 $1,450,000 03/10/22</td>
<td>AAA</td>
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<tr>
<td><strong>Total Federal National Mortgage Association Investments</strong></td>
<td></td>
<td></td>
<td><strong>13,105,000</strong></td>
<td></td>
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<td><strong>11,655,605</strong></td>
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<td></td>
<td><strong>11,627,768</strong></td>
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<tr>
<td>Federal National Instrumentalities (United States Government Agencies which are non-full faith and credit):</td>
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<tr>
<td>Fnma Pass Thru Pool 255994 31374KKF3 03/12/07 $1,450,000 112.349 5.50% $1,450,000 $1,450,000 03/10/22</td>
<td>AAA</td>
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<tr>
<td><strong>Total Federal Instrumentalities (United States Government Agencies which are non-full faith and credit):</strong></td>
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<td></td>
<td><strong>$47,662,609</strong></td>
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<td><strong>$43,269,807</strong></td>
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<td><strong>$44,254,476</strong></td>
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<td><strong>Total Long-Term Investments</strong></td>
<td></td>
<td></td>
<td><strong>$70,814,914</strong></td>
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<td><strong>$51,820,552</strong></td>
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<td><strong>$53,069,426</strong></td>
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<tr>
<td><strong>Total Short-Term Funds and Long-Term Investments</strong></td>
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<td><strong>$59,031,482</strong></td>
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<td><strong>$60,280,807</strong></td>
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**Blended Portfolio Rate of Return** 1.43%

**Average Maturity (in years)** 5.81
REGULAR MEETING OF THE CITY COMMISSION  
April 27, 2015

The meeting of the Winter Park City Commission was called to order by Mayor Steve Leary, at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Chris Allen, Member of the Central Florida Freethought Community, followed by the Pledge of Allegiance.

Members present:  
Mayor Steve Leary  
Commissioner Greg Seidel  
Commissioner Sarah Sprinkel  
Commissioner Tom McMacken  
Commissioner Carolyn Cooper

Also present:  
City Manager Randy Knight  
City Attorney Larry Brown  
City Clerk Cynthia Bonham

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. 2015 1st Quarter Business Recognition Recipient – Winter Park Day Nursery

Mayor Leary congratulated the Winter Park Day Nursery for being the recipient of the 2015 1st Quarter Business Recognition Recipient. Planning Director Dori Stone spoke about their pleasant experience while visiting the day nursery. Ali DeMaria, Executive Director of the Winter Park Day Nursery, addressed the day nursery and thanked the Commission.

b. Proclamation - “Letter Carriers Food Drive Day”

Mayor Leary proclaimed May 9, 2015 as “Letter Carriers Food Drive Day”. Johnnie Palacios, co-coordinator of the National Association of Letter Carriers Food Drive spoke about their efforts and the many families that are fed because of the food collected.

c. Steering Committee appointments

Planning Director Dori Stone recommended the appointment of Scott Bodie who has lived in the Lake Bell area for a number of years and will represent the Lee Road corridor. The appointment of a member from the Orwin Manor area still remains. Commissioners will bring Ms. Stone any recommendations they have.

Commissioner Cooper asked if she wanted to reconsider her vote from the previous meeting would this be the appropriate time to ask to amend her vote.
Motion made by Commissioner Cooper to reconsider the slate that we voted to approve at the last meeting and the reconsideration that I would like to make would be to remove Rebecca Furman Wilson and have the staff recommend another person from either the board or some person of authority from the Chamber of Commerce. Motion failed for lack of a second.

Attorney Brown addressed Commissioner Cooper’s alternative that she can change her ‘yes’ to a ‘no’ vote since it will not affect the outcome of the vote since the motion failed. Commissioner Cooper agreed that would be acceptable to her. It was clarified that if the vote is amended it would include the entire slate, not just the omission of Mrs. Wilson. Commissioner Cooper stated if that is her only option that she would like to change her vote to a ‘no’ vote and would like to have an opportunity to explain. She stated her issue is not with Mrs. Wilson at all and that she is not a resident of Winter Park but her concern is that Mrs. Wilson works for Lowndes Droodick Kantor and Reed and represents major developments continuously at our Commission meetings. She stated unless she is going to recuse herself from voting or representing her clients during the visioning process, she should not be on the board. She stressed the importance of trust in the process which is her concern, not with Mrs. Wilson personally.

Commissioner Seidel spoke about emails he received from people on both sides of the issue and that everyone should have the opportunity to participate. He addressed this being a tough decision but is okay with it moving forward as is.

Commissioner Sprinkel disagreed with pulling one individuals name off the committee and commented that was bothersome receiving the emails because she believed Mrs. Wilson was targeted which was unwarranted. She stated she is not in favor of removing anyone from the committee because she believes everyone will do a great job and want them to move forward.

The following spoke regarding this issue:

Pamela Peters, 467 Lakewood Drive, requested that any individual with a financial or other direct conflict of interest not be on the committee, that non-residents be consulted in an advisory capacity only and not have a vote, and that the Commission re-votes on the staff recommendations with appropriate advance advertising and the opportunity for public comment.

Pat McDonald, 2348 Summerfield Road, agreed that each Commissioner appoints two members but disagreed with staff recommending 10 more representatives from specifically targeted sources. She believed this has destroyed the whole concept of a reasonably well balanced visioning steering committee that represents a cross section of all of Winter Park. She disagreed with Mrs. Wilson’s nomination because she believed it to be a conflict of interest and there are other Chamber of Commerce qualified officers who could serve as its representative.
President and CEO Patrick Chapin, Chamber of Commerce, invited individuals who do not understand how the Chamber came to the decision of Mrs. Wilson to come speak with him or Mrs. Wilson. He stated this has been a fantastic process and the Chamber is 100% supportive of her representing the commercial businesses. He stated the process is not flawed, but the comments should be taken in stride because there are 20 people on the committee who believe in this process and are looking forward to it.

John Wettach, 1306 Green Cove Road, supported Commissioner Cooper’s motion but did not agree that this is completely flawed and heading for gloom and doom. He stated he is very pleased with a large number of the committee members and there is a great chance to do positive things for Winter Park. He spoke highly of Mrs. Wilson but believed that anyone who represents clients or a particular developer should not be serving on the committee.

Commissioner Cooper concluded that she does not want the Commission to believe she does not trust this process but that a change to have someone else from the Chamber would be better. She summarized the meetings held where this was discussed.

Mayor Leary spoke about the respect Mrs. Wilson has in the community and that her recommendation for appointment has nothing to do with working with Lowndes Drosdick but there was the need to find a person to represent business interests which is why staff recommended her.

**Motion made by Commissioner Sprinkel to appoint Scott Bodie, seconded by Commissioner Cooper and carried unanimously with a 5-0 vote.**

**Motion made by Commissioner Cooper to change her vote from the last meeting to a ‘no’ vote regarding the original slate of the visioning steering committee members, seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.**

**City Manager’s Report**

a. **Recognition – Employee years of service**

City Manager Knight recognized the 5, 10, 15, 20, 25, 30 and 40 year employees.

b. **90 day plan**

City Manager Knight presented the 90 day plan. Items discussed to schedule a potential work session:

1. Golf Course Task Force (scheduled at 2:30 on June 8)
2. Library Task Force Report (will hear the report on June 22 and then take action at a later date)

3. Ravaudage (requested by Mr. Bellows) – Have Mr. Bellows present to the Commission what he wants first, then determine if a work session is needed.

4. Pre-budget type discussion – To be presented before the formal budget proposal on July 13. City Manager asked this be scheduled in early June and will send out potential dates to schedule this with the Commission.

Commissioner Cooper spoke about the Florida Hospital parking garage and the discussion at that time about the authority of the master plan and the process of how we are going to approve development that comes forward under an umbrella of the master plan. She asked for clarification of the appropriate process and if we can develop one if one does not exist.

Planning Director Stone addressed the master plan policy adopted in the comprehensive plan. She stated that the garage process was to come as a conditional use process under the guise of the master planning process to implement the projects found in the master plan itself. Ms. Stone concluded that she has a master plan that is adopted in the comprehensive plan which sets the development ground rules for the Florida Hospital project which is what she will follow when the new application comes through.

**City Attorney’s Report** - No report.

**Non-Action Item** - No items for this agenda.

**Consent Agenda**

   a. Approve the minutes of April 13, 2015 (as amended).
   b. Approve the FY 2015 budget adjustment for the Cemetery Trust Fund.

**Motion made by Commissioner Sprinkel to approve the Consent Agenda, seconded by Commissioner Cooper.** No public comments were made. **The motion carried unanimously with a 5-0 vote.**

**Action Items Requiring Discussion**

   a. Real estate exchange agreement - 666 Nicolet Avenue, 808 Nicolet Avenue

City Manager Knight spoke about the opportunity to exchange two properties, both bought for future stormwater ponds. Public Works Director Troy Attaway
explained the request to swap the two properties as part of the Lakes and Stormwater Improvement Plan. He explained the opportunity to trade 666 Nicolet Avenue for 808 Nicolet Avenue to provide a more efficient way to treat stormwater since it is adjacent to City owned land. Mr. Attaway answered questions of the Commission.

**Motion made by Commissioner Cooper to approve the land swap, seconded by Commissioner Seidel and carried unanimously with a 5-0 vote.**

**Public Hearings:**

a. **RESOLUTION NO. 2152-15:** A RESOLUTION OF THE CITY OF WINTER PARK AUTHORIZING THE CITY MANAGER TO ENTER INTO AN URBAN AND COMMUNITY FORESTRY GRANT MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF WINTER PARK AND THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

City Manager Knight explained the resolution. Attorney Brown read the resolution by title. Upon questioning, Assistant City Manager del Valle Neuner explained we are matching with in-kind services that have already been utilized.

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

b. **Request of Philip Kean:** Conditional use approval under the cluster housing provisions of the R-2 zoning district to allow the construction of three, two story townhouse units at 1047 and 1049 North Kentucky Avenue, zoned R-2.

Planning Manager Jeff Briggs explained the request. Philip Kean and Bradley Grosberg are the recent purchasers of the properties at 1047 and 1049 N. Kentucky, which are on the northeast corner of N. Kentucky and Ward Avenues. This request is for conditional use approval to develop a three unit townhouse project on this property, zoned R-2 and is a conditional use because three or more units fall under cluster housing.

Questions were posed by the Commission related to improving the alley and the room behind the units for visitor parking; trash removal; the slope of the roofs; the need to specify the type of oaks they are referring to; the R-2 zoning; the issue of asbestos and protection of the lake; and the use of the property on lots 8, 7 and 6 and 1, 2 and 3. The questions were addressed by Mr. Briggs and Public Works Director Attaway.
Applicant Philip Kean, 229 Alexander Place, addressed his project. He showed a video of the type of townhomes being built, spoke about the roofs needing to drain, the units being more affordable, and the improvement this makes to the area.

**Motion made by Commissioner Sprinkel to approve the conditional use request including the three conditions directed by the Planning and Zoning Commission and recommended by staff; seconded by Commissioner Seidel.** No public comments were made. **Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

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

Bee Epley, 151 N. Orlando Avenue, #156, Winter Park, spoke in opposition to the funds provided for the Dr. Phillips Performing Arts Center.

Tony Gray, 452 Sylvan Drive, spoke about Police and Fire pensions and the life expectancy increasing that hits the pension plans hard. Pension reform was addressed. City Manager Knight stated we are in great shape.

**Recess**

A recess was taken from 5:08-5:30.

**Public Hearings (continued):**

c. **Request of Unicorp National Developments, Inc.:** Final conditional use approval for Lakeside Crossing, a redevelopment of the former Mt. Vernon Inn with approximately 37,473 square feet of retail and restaurant space including a two level parking deck and surface parking of approximately 300 spaces on the property at 110 S. Orlando Avenue, zoned C-3 and providing for certain exceptions and for the approval of a development agreement pertaining to the project.

Planning Manager Jeff Briggs addressed the final conditional use approval and the changes to the site plan from the preliminary approval. Mr. Briggs spoke about the additional refinements to the parking, landscaping, the design of the stormwater management system, site lighting, site signage, and more refined final architecture with the look of the buildings. He added that the plans conform to the Morse Boulevard design guidelines in terms of street faces that we have on Orlando Avenue and Morse Boulevard and the proposed signage. He elaborated on the additional work that has been done with mobility and traffic conditions.

He spoke about the development agreement that will be coming. He commented that the applicant has asked for two variances regarding landscape islands and the parking garage setback. Mr. Briggs addressed the two variances that P&Z
recommended favorably: 1) to reduce the landscape islands to 9’ from 12’ and to increase the caliper of trees being planted; and 2) regarding the parking garage, to reduce the street setback on Harper Street from 10 feet to 6 feet to increase the interior drive aisles from 22’ to 24’ wide which makes it easier to pull in or out of spaces. Also pertaining to the parking garage, the applicant has made an application to the P&Z to change our codes to permit the garage to change from a two to a three level garage which will come back to the Commission in June.

Mr. Briggs summarized the additional conditions added/modified by P&Z from the preliminary approval as follows to be in addition to the 11 conditions approved during the preliminary conditional use approval:

1. That the final landscape site plan be modified to include more substantial landscape screening and trees for the parking garage in the setback areas including new trees and other landscape materials determined by the City Staff and that only oak trees be allowed within the interior of the project wherever it is determined new tree plantings will occur where space is adequate for oak trees.

2. That the parking garage final elevations and interior design be returned for subsequent approval to achieve a higher “Sun Trust Parking Garage” standard of architectural treatment.

3. That the Development Agreement include the requirement for a “Parking Management Plan” for subsequent approval by the City to maintain oversight on the management of the parking garage, including areas reserved for tenants and/or valet, fees to be charged, etc.

4. In conformance with the Morse Blvd. design guidelines there shall be no interior illuminated signage for the project.

5. The developer shall reimburse the City for the engineering/application costs of the submittal for permit by FDOT of the traffic signal upgrade.

6. That the developer’s pay a proportionate share ($5,000) for the adaptive traffic signal control technology improvements at the Morse Boulevard/Orlando Avenue intersection.

7. The width of the interior landscape islands within the surface parking lot may be reduced from 12 feet down to 9 feet wide based on the developer’s commitment to increase the size of the oak trees to be planted within those islands to 5 inches in caliper.

8. The setback for the parking garage on Harper Street is reduced from 10 feet down to 6 feet along the length of the parking garage so that the interior traffic aisles may be widened to 24 feet.

Commission concerns were expressed and questions asked for clarification to include: valet parking, vehicles stacking up on 17-92, the need to screen the garage with oak trees as opposed to crepe myrtles between the curb and sidewalk, the setback request for the garage, stormwater management, design of the parking lot to give it more character (currently meets code), reserved parking spaces (so spaces are not underutilized), the reduction in the landscape islands,
and signage for pedestrian traffic to allow Trader Joe patrons to park in the garage.

Chuck Whittall, Unicorp National Developments, provided a presentation that summarized the design and architecture being proposed; the trees being saved on Morse Boulevard and ones proposed to be planted; the trees and landscaping on Harper Street because of existing power lines; valet parking; vehicle stacking that has already been addressed; the sidewalk streetscape that will look very nice with the landscaping, artwork, fences, fountain and park area; the friendly pedestrian crossing; the landscaping in the parking lot; the request going to P&Z for additional parking in the parking garage; and the variances being requested for the 6’ parking garage setback (he agreed to landscape, add easier ingress/egress in the parking garage, and will double the size of the trees in the parking lot if the Commission agrees to the 9’ landscape islands). He also agreed regarding the 6’ across the rear of the property instead of just behind the garage, to add an additional island between the parking spaces and put the space they gained to create another whole set of landscape in the back of the project.

After Mr. Whittall’s presentation, questions were posed by the Commission whereby Mr. Whittall clarified the questions/concerns.

**Motion made by Commissioner McMacken to approve the final conditional use as presented with the exception of #7 from P&Z (includes all 11 conditions by P&Z from the preliminary approval) and regarding the reduction in street setback on Harper Street for the parking garage that oak trees are planted along Harper Street and along New England; seconded by Mayor Leary.**

It was clarified that the oak trees would be along the entire east and south sides of the garage in the City parkway area. It was also clarified that the motion does not include the request to reduce the width of the landscape islands from 12 feet to 9 feet wide (#7 as listed by the P&Z recommendations.

No public comments were made regarding this request. **Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

d. **Request of Fifth Third Bank:**

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, “LAND DEVELOPMENT CODE”, ARTICLE I “COMPREHENSIVE PLAN” FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF SINGLE FAMILY RESIDENTIAL TO PARKING LOT DESIGNATION ON THE PROPERTY AT 453 NORTH LAKEMONT AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. **First Reading**
AN ORDINANCE AMENDING CHAPTER 58 “LAND DEVELOPMENT CODE” ARTICLE III, “ZONING” AND THE OFFICIAL ZONING MAP SO AS TO CHANGE SINGLE FAMILY RESIDENTIAL (R-1A) DISTRICT ZONING TO PARKING LOT (PL) DISTRICT ZONING ON THE PROPERTY AT 453 NORTH LAKEMONT AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. First Reading

Conditional use approval to develop the properties at 1851/1861/1871 Aloma Avenue and 443/453 North Lakemont Avenue for a one story 3,500 square foot branch bank with drive-thru tellers and 5,715 square feet of professional office

Attorney Brown read both ordinances by title. This was a simultaneous public hearing. Since this was a quasi-judicial hearing, Commissioners and Mayor Leary disclosed their ex-parte communications with staff, residents, property owners, and/or the applicant.

Planning Manager Jeff Briggs summarized the request for the development of the properties at 443/453 North Lakemont Avenue and 1851/1861/1871 Aloma Avenue, all zoned Office (O-2) except for the 453 N. Lakemont parcel zoned Single Family (R-1A). The request was to change the comprehensive plan future land use and zoning for the 453 N. Lakemont Avenue parcel to Parking Lot (PL) zoning so it can be incorporated into the project for use as stormwater retention and parking spaces; and to approve a conditional use for the Fifth Third Bank component of the project as it contains drive-thru components.

Mr. Briggs commented that the P&Z Board recommendation incorporates the conditions recommended by staff and those requested by the neighbors and that the bank is in agreement with those conditions. He addressed Mr. and Mrs. Helsby’s property to the west that is zoned Office and another 50’ lot zoned Single Family. He spoke about the homes on Edwin Boulevard where the plans include some measures to provide protection and screening for the residential neighbors to the north on Edwin Boulevard.

He provided an overview of the plan. He commented that we are meeting all the codes in terms of setbacks and pervious coverage and that this is a one story building so it is very low in terms of the Floor Area Ratio (FAR). He stated they spent a lot of time at the P&Z meeting with fitting this project into the neighborhood and having conditions of approval that ensured that there was no or extremely minimal impact on the adjacent neighbors.

Mr. Briggs spoke about the rezoning related to the R-1A lot and whether that can be the stormwater pond and parking spaces or if the rezoning is denied they will meet their stormwater requirement by doing underground exfiltration on the site and will move the parking spaces to the western landscape area. He stated from staff’s perspective, the tradeoff for the neighbors was if lot 25 is going to be a stormwater pond or if it will not be used by the bank they will sell that lot and
there will be a single family home built that will probably be a two story home. He stated there will either be a privacy wall and a tree buffer consisting of oak trees instead of cedar trees adjacent to the three neighbors versus having a two story house with the occupants being able to see into the back yards of the adjacent homes because the setback on the 50’ lot is only 10’ away from the line.

He stated that to staff and for those who spoke at the P&Z meeting this appeared to be a better neighbor if properly buffered and protected in all aspects. He stated the wall that will run along the northern property line would be 8’ in height instead of 6’ which is recommended by P&Z and that it be an architecturally attractive wall of either brick or brick veneer. He stated there will be no issues with night lighting/glare or with the ATM onto the adjacent properties. Other issues addressed by Mr. Briggs included the landscape plan where they are trying to save trees whenever they can, the architecture of the building, the dumpster location, the speakers from the bank that will not be heard, the signage condition; and the driveway being right-in, right-out only whereby the applicant will extend the median on Lakemont about 25’ to deal with left turn issues from the Mobil gas station. Discussion ensued regarding the traffic on Edwin Boulevard.

Lastly, Mr. Briggs spoke about the request from the Helsby’s who own the property next door for an easement connection through the property which would aid traffic movement whenever their property develops which would not be an easement granted to the Helsby’s but would be for the City to administer and could be a condition of approval. He stated the applicant is not interested in granting the easement because it does not benefit them. Mr. Briggs clarified that this approval is the final conditional use approval.

Upon questioning whether we need intersection improvements to make this function properly (add more lanes, signalization), Public Works Director Attaway stated the main deficiency is the east-west movement. He stated we do not need intersection improvements on the north-south movement. The rezoning was clarified that it has to be appropriately zoned because of the parking lot that goes along with the stormwater.

**Motion made by Commissioner McMacken to accept the development as presented with the 12 conditions that were included with P&Z (except for #7 which should now say to plant oak trees instead of cedar trees); at the second reading of the ordinances to see the west wall elevation of the building brought back with the articulation that has been discussed (already listed as condition #5), and to provide the easement that has been discussed; seconded by Commissioner Sprinkel.**

Arthur Baker, Baker & Hostetler LLP, representing the applicant, agreed to the 12 conditions of the P&Z, planting oak trees instead of cedar, but disagreed with the easement. He commented that they will preserve the live oak trees and that they are doing as low intensity development as possible. He asked that the project be
approved, subject to the 12 conditions as amended by Commissioner McMacken to have live oaks but not to include the easement that he believed was not in the best interest of the residential neighborhood to the north and since we do not know what will happen to the west with the property.

The following spoke regarding the request:

Kathy Helsby, Matsby Properties LLC, 2100 Aloma Avenue #200, asked that the easement be granted.

Jackie Sward, 292 Sylvan Boulevard, spoke against the request and asked to retain the property as green space.

Stephanie Murphy, 1850 Edwin Boulevard, spoke in opposition to the project because of traffic concerns on her street. She provided a video regarding vehicles on Lakemont disobeying the restrictions by making u-turns and illegal left turns, and using Edwin as a cut through or Edwin driveways as a pivot point to go south on Lakemont or east on Aloma. She stated the extension of the median will force more use of Edwin. She asked to mitigate the dangers before approving the project.

Idamarie Dover, 1800 Edwin Boulevard, spoke in opposition because of traffic concerns on her street.

Beth Hall, 516 Sylvan Drive, spoke in opposition because of traffic concerns at that intersection and believed another bank is not needed. She asked for denial of the drive-thru lanes that will add to the problems at that location.

Planning Director Stone suggested either breaking apart this request into a preliminary approval and then a final approval or to continue this item until the next meeting on May 11 to allow time to provide the Commission with additional information per the discussion.

Commissioner McMacken withdrew his motion.

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

Motion made by Mayor Leary to accept the zoning ordinance on first reading; seconded by Commissioner McMacken. No public comments were made. Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.
Attorney Baker stated they would go back and discuss the easement with their client. He addressed their current site is less than ¼ mile away so the overall traffic concern is already there and they will have the same customer base. He asked to consider that their lease is running out in their current location and they need to move forward.

**Motion made by Mayor Leary for a continuance of the conditional use approval where the applicant will come back to address the easement and to provide the west wall elevation (architectural rendering) of the building, and to change cedar trees to oak trees; seconded by Commissioner McMacken.**

Upon a roll call vote on the comprehensive plan ordinance, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

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

**City Commission Reports:**

a. **Commissioner Seidel**

Commissioner Seidel spoke about enjoying the discussions held on the dais.

b. **Commissioner Sprinkel**

Commissioner Sprinkel addressed the Breathe Free event she attended at Barnie’s and that she is happy that the community is moving towards some smoke-free areas.

c. **Commissioner Cooper**

Commissioner Cooper spoke about concerns from a merchant with smoking being allowed next to dress shops, asked if the starting time of Commission meetings can sometime be reconsidered, attended Winter Park High School Night on Broadway musical production “Once Upon a Time”, and the tree planting for Kenneth Murrah.

b. **Commissioner McMacken**

Commissioner McMacken spoke about attending the Kenneth Murrah tree planting, and attending the lunch this week where they acknowledge the Winter Park High School valedictorians.
e. **Mayor Leary**

Mayor Leary spoke about attending the Arbor Day event and the MetroPlan I-4 meeting. He addressed the SunRail 1 year anniversary and asked if the City is doing something to acknowledge this and if all Commissioners can come out to welcome riders. He also spoke about wanting to sit down with each Commissioner individually to discuss what each Commissioner would like to see done in the City. This will be set up through the City Manager’s office.

The meeting adjourned at 8:06 p.m.

________________________
Mayor Steve Leary

ATTEST:

________________________
City Clerk Cynthia S. Bonham, MMC
## Purchases over $75,000

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<thead>
<tr>
<th>vendor</th>
<th>item</th>
<th>background</th>
<th>fiscal impact</th>
<th>motion</th>
<th>recommendation</th>
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<tbody>
<tr>
<td>1. CDW-G</td>
<td></td>
<td>Electronic Citation Reporting (Citation Devices, Printers &amp; Accessories)</td>
<td>FDOT Grant Funded. Total Amount: $161,450.28</td>
<td></td>
<td>Commission approve PR 157606 to CDW-G for the purchase of Electronic Citation Reporting.</td>
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<td>This purchase will be made utilizing piggyback contract: National IPA – Technology Solutions # 130733.</td>
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<tr>
<td>2. Heart Utilities of Jacksonville</td>
<td></td>
<td>Modify existing Blanket Purchase Order to include purchase of wire material for Electric Undergrounding Project.</td>
<td>Total expenditure for increase amount: $200,000</td>
<td></td>
<td>Commission approve Change Order Request to Heart Utilities to include purchase of wire material for Electric Undergrounding Project.</td>
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## Contracts

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<th>background</th>
<th>fiscal impact</th>
<th>motion</th>
<th>recommendation</th>
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<tr>
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<td>The City utilized a formal solicitation process to award this contract. The City Commission approved the contract award to Bellomo-Herbert &amp; Company on March 26, 2012. The contract term was for a period of one (1) year with a total of four (4) one year renewal options, not to exceed five years in total. The current contract term will expire on May 24, 2015.</td>
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<td>The City utilized a formal solicitation process to award this contract. The City Commission approved the contract award to Le-Huu Partners on March 26, 2012. The contract term was for a period of one (1) year with a total of four (4) one year renewal options, not to exceed five years in total. The current contract term will expire on May 24, 2015.</td>
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<td>vendor</td>
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<td>fiscal impact</td>
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The City utilized a formal solicitation process to award this contract. The City Commission approved the contract award to Environmental Research & Design on March 26, 2012. The contract term was for a period of one (1) year with a total of four (4) one year renewal options, not to exceed five years in total. The current contract term will expire on May 24, 2015.
Subject: Request for Extension of Vehicle Sales Agreements at 1891; 2250 and 2286 W. Fairbanks Avenue.

The property owners of 1891 W. Fairbanks (Frank Ray) and 2250/2286 W. Fairbanks (Jim Veigle) are asking for City Commission approval to extend the period of vehicle sales permitted on these properties. They would like as long a period as possible but recognize that the “Agreement” for vehicle sales at the Orlando RV properties (860 W. Fairbanks (former Holler Chevrolet), 805 W. Fairbanks (former Holler truck lot across the street) and 710 W. Fairbanks (former Holler Corvette on corner of Capen Avenue) expire in December 2018.

Previously the City approved agreements to allow vehicle sales on the Holler properties until December 1, 2015. In 2013, an extension was granted until December 2018.

Staff Analysis:

A major part of the decision to invest $6-18 million dollars on the West Fairbanks corridor, with the extension of sanitary sewer, new traffic lights, new street lights, repaving of the road and undergrounding of the electric power is to encourage the redevelopment of this gateway corridor into the City. For that reason the City changed the Zoning Code in 2006 to make car/vehicle sales a prohibited use rather than a conditional use. The intention is that as car lots go out of business they cannot be replaced. Thus, the City will gradually see the entirety of Fairbanks Avenue evolve away from car/vehicle sales businesses. The City has been successful in that three used car lots that existed on West Fairbanks Avenue have permanently gone out of business since 2006.

Major redevelopment projects become more complicated when the developers have both a land purchase to negotiate and a lease to buy out. So it is helpful to have an “end point” at which point the obligation to buy out a lease is removed.

However, the City Commission desired to be fair to the affected property owners especially when the downturn in the economy occurred in 2007 and in recognizing the construction period for the sanitary sewer and other infrastructure project impacts. As a result, the City Commission approved vehicle sales agreements for these properties at 1891/2250/2286 W. Fairbanks that permitted car sales up until September 2015.
**Staff Recommendation:**

This is a difficult balancing of interests test. The City wants redevelopment but does not want empty vacant properties. The City also recognizes the impacts of the upcoming construction time period for the undergrounding of electric power of approximately two years.

Staff recommendation is to extend the agreements to expire September 28, 2017 during the term of the electric undergrounding project in recognition of impact of that construction on the West Fairbanks Avenue corridor.

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Email from Frank Ray owner of 1891 W. Fairbanks:

Mr. Briggs,
I am owner of 1891 W. Fairbanks property in Winter Park. I have a tenant that would like to renew his lease which ends in December.
I would like to be able to do this. However our agreement ends in September 2015. Anything you can do I would appreciate.
Thank-You,
Frank Ray
Fdray1934@yahoo.com
407-421-3401
April 10, 2015

Mr. Jeffrey Briggs, Manager
Planning & Community Development
City of Winter Park
401 Park Ave., South
Winter Park, FL 32789

Re: 2250 and 2286 W. Fairbanks Ave., Winter Park, FL 32789

Dear Mr. Briggs,

Regarding the above referenced properties, I would like to extend the approval for car sales at these addresses. The time limit right now is until September 2015.

Sincerely,

[Signature]

Jim Veigle
Property Owner
Subject: **Second Reading** of Comp. Plan FLU Change/ Rezoning and Conditional Use for Fifth Third Bank at Lakemont & Aloma.

The City Commission on April 27th approved the first reading of the Ordinances to change the Comp. Plan FLU and Zoning for the 453 N. Lakemont Avenue parcel to Parking Lot (PL) zoning so that it may be incorporated into the project for use as storm water retention; and the City Commission continued the Conditional Use request for the Fifth Third Bank project.

This public hearing is for the second readings of the Ordinances and the Conditional Use. In the interim, Fifth Third has modified the project site plan (attached) to incorporate the conditions of approval. None-the-less, the Planning staff is recommending that the City Commission approve with the same conditions recommended by P&Z (substituting oak trees for cedar trees per action of the City Commission) so that it is clear to the neighbors that those development conditions will be enforced. Fifth Third Bank is in agreement with those conditions.

Fifth Third Bank remains opposed to the prospective condition regarding the dedication of an access easement to the City in order to interconnect properties on Aloma Avenue.

**Summary from the first public hearing:**

The proposed development consists of a 3,872 square foot branch bank for Fifth Third with two drive-in tellers and companion 5,410 square feet of “for lease” office space. Total size of the one-story building is 9,282 square feet which is a 17.0% FAR; well within the maximum FAR of 45%. The building is centered on the site so it is significantly behind the perimeter setbacks. Impervious coverage or green area also exceeds the minimum 15% requirements by a significant amount at 57.5%.

For purposes of comparison, the following table outlines the O-2 zoning requirements and the proposed dimensions of this project.

<table>
<thead>
<tr>
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<th>O-2 Requirements</th>
<th>Project Proposal</th>
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<tbody>
<tr>
<td>Property Size</td>
<td></td>
<td>1.25 acres</td>
</tr>
<tr>
<td>Floor Area Ratio</td>
<td>Max. 45%</td>
<td>17.0%</td>
</tr>
<tr>
<td>Lot Coverage</td>
<td>Max. 45%</td>
<td>17.0%</td>
</tr>
<tr>
<td>Min. Open Space</td>
<td>Min. 15%</td>
<td>57.5%</td>
</tr>
</tbody>
</table>
Parking spaces shown for this project are 37 spaces to meet the code requirement based on one space for 250 square feet of office floor space (4 per 1,000). That meets the code for general business office but not for medical office space as that requirement is one space for every 200 square feet (5 per 1,000) for medical uses. The applicant would like the flexibility to create the 6 additional spaces needed within the landscape area along the western boundary of the site, if they lease to a medical tenant. However, they did not want to show those spaces now as they believe that the 15 spaces provided for the bank and the 22 spaces provided for the non-medical office space are in excess of their daily needs especially given the quick turnover of bank visitors and the trend toward increasing internet banking for customers. Bicycle parking is provided to meet code.

**Current Development Request:** This application package is intended to provide the detail needed both for the “preliminary” and “final” conditional use approvals and as such includes the final site plan, architectural perspective images of the building facades with materials, landscape plan, complete storm water retention design, photometric plan and a traffic impact report. The current lease on the Fifth Third Bank branch to the east at 2011 Aloma Avenue (next to Mellow Mushroom) is expiring and they need to move quickly for this project as the replacement.

**Comp. Plan FLU/Rezoning Request:**

The northernmost 50 feet of this property (453 N. Lakemont – Lot 25) is zoned single family (R-1A). The applicant is requesting a Comp. Plan and Zoning change to Parking lot (PL). They would use the property primarily for the bulk of the storm water retention as well as four parking spaces and the relocated dumpster.

The City created the Parking Lot zoning category for just this type of situation where the use of the land is limited to only parking or storm water retention as proposed. No other use and no buildings can be put on that land, if zoned PL. The only permitted uses in PL zoning are surface parking spaces and storm water retention. (If it were rezoned as office then it would bestow the ability for future buildings)

There are two choices for the City and the neighbors. If the property stays zoned single family (R-1A) then Fifth Third Bank has told the City that they will sell the lot and then likely a new two-story home will be constructed on that property. Fifth Third Bank can accommodate all of their storm water retention via underground exfiltration and the 4
parking spaces can be relocated to the landscape area on the western boundary. This then puts a new SF house in the ‘backyards’ of the three existing homes at 1850, 1860 & 1890 Edwin Blvd. Alternatively, the proposed plan maintains the vast majority of this property as open space via the use restricted to storm water retention. This seemed to the P&Z Board to be a more favorable neighboring use for those three homeowners.

**Protection for Adjacent Residential Properties:**

These plans do include some measures meant to provide protection and screening for the residential neighbors to the north on Edwin Blvd. On that common boundary line will be an eight foot brick wall (per neighbor’s request). There are also 14 new cedar trees that are to be planted to screen views above the wall height.

The City has historically resisted (and denied) attempts at rezoning this Fifth Third Bank property to commercial. The primary reason was to limit the impacts from commercial businesses associated with noise from 24 hour businesses (convenience stores/pharmacies/gas stations) and restaurants. The City has typically imposed conditions on speaker box audio when adjacent to residential and there are similar conditions with this request.

**Staff Analysis of the Applicant’s Requests:**

Various city departments have reviewed this application including representatives from Planning & Community Development, Public Works, Electric Utility, Water and Wastewater Utilities, Fire, Urban Forestry, Parks & Recreation and City Administration. Their comments were as follows:

**Fire Dept.:** Applicant is aware of the fire hydrant and fire flow needs for the project.

**Traffic Engineering/Police Dept.:** The median on Aloma Avenue prohibits any left turns from the site making that driveway ‘right-in & right-out’ only. The City was considering extending the median on Lakemont about 25 feet to deal with left turn issues from the Mobil gas station. To insure that this Lakemont Avenue driveway also functions only as ‘right-in & right-out’ the median needs to be extended at developer’s expense.

**Water/Sewer Utility:** There are complications with the locations of the sanitary sewer service lines and water main extensions that have been discussed with the applicant and will be their responsibility to fund and improve.

**Parks/Urban Forestry Depts.:** There are a number of older trees in deteriorated condition that will be removed. The one specimen live oak tree at the Aloma/Lakemont corner is to be preserved. Other oak trees are preserved as possible. The 5 new live oaks, 14 cedar trees and 4 cypress trees (in the retention area) will be sufficient compensation for the trees planned to be removed.

**Building Dept.:** The plan exceeds the one foot candle maximum at the western property line due to the State mandated lighting requirements for the ATM to be located in the drive-in lane. While the City understands the convenience for user of the ATM; there is no variance to that lighting standard and the ATM may need to be wall mounted on the bank façade unless compliance with the lighting code is achieved.
Traffic Study:

As required by the Land Development Code, the developer has provided a traffic study (which they have labeled as a “traffic generation statement”) to outline the traffic impacts of this project. This project will generate 499 new trips per day recognizing that there is no traffic generation now based on the vacant status of the land today. The report also uses medical office traffic generation which is larger than what other non-medical business office usage would generate. However, 43% of that traffic (214 cars/day) are passerby trips meaning that they are cars already on these roads and stopping by the bank or the office as part of their normal daily driving activities. With 36,000 cars/day on Aloma and 18,500 cars/day on Lakemont, this amount of net new traffic (285 cars/day) split between the two roadways is a .0039-.0076% increase.

Summary and Conclusion:

Overall, the applicant has provided a plan that meets the requirements of the Comprehensive Plan and Land Development Code. The only exceptions are the rezoning request and flexibility to add parking should a medical tenant arise. From the planning staff’s and P&Z Board’s perspective, the rezoning seems to be in the best interests of the neighbors and the additional parking for a medical tenant can be added since the project exceeds the “green” or pervious area required by Code. After review by staff and significant input from the neighbors; the P&Z Board recommended approval of Conditional Use/Rezoning subject to 12 conditions:

Planning and Zoning Board Recommendation:

Motion made by Mr. Weldon, seconded by Mr. Sacha to amend the "Comprehensive Plan” future land use map so as change the Future Land Use designation from Single Family Residential to Parking Lot on the property at 453 North Lakemont Avenue. Motion carried unanimously with a 5-0 vote.

Motion made by Mr. Weldon, seconded by Mr. Sacha to amend the official Zoning Map so as to change from Single Family Residential (R-1A) district zoning to Parking Lot (PL) district zoning on the property at 453 North Lakemont Avenue. Motion carried unanimously with a 5-0 vote.

Motion made by Mr. Weldon, seconded by Mr. Sacha to approve the Conditional Use request to develop the properties at 1851/1861/1871 Aloma Avenue and 443/453 North Lakemont Avenue for a one-story 3,500 square foot branch bank with drive-thru tellers and 5,715 square feet of professional office, on these properties zoned O-2 and prospectively PL; and subject to the following conditions:

1. The Fifth Third Bank project entitlements comprise 9,282 square feet of office development including two drive-thru teller lanes.
2. The project is required to have a minimum of 37 parking spaces to meet the anticipated needs of the development plan and may create the additional 6 parking spaces needed for medical tenant usage of the 5,410 square feet of associated office space within the landscape area along the western border of the site.
3. The entrance/exits to the project along Aloma and Lakemont Avenues will be restricted to ‘right in/right out’ only and the center line median on Lakemont Avenue shall be extended to the north 25 feet at the expense of the applicant.
4. The project signs along the two streets shall be limited to non-interior illuminated monument signs as presented.
5. The western building elevation facing 17,000 cars a day traveling east on Aloma Avenue shall include significant brick veneer façade coverings to match the architectural pattern of the other building facades.

6. The hours of operation of the drive-in teller speaker system is restricted to no later than 10:00 pm and no drive-in teller speaker noise shall be audible within any adjacent residential building.

7. Replacement of the sweet gum and cypress trees on the northern border of the property with cedar trees. As well as the following conditions suggested by the neighboring property owners and agreed to by the applicant:

8. Increase in the height of the proposed privacy wall on the northern property line to eight feet in height and construction to be of brick or brick veneer to match the primary structure with columns appropriately spaced and cap. Also that this privacy wall be constructed in the first phase of the construction activity in order to serve as a buffer from construction noise/dust.

9. Insure that the parapet wall height and location of AC and mechanical equipment screens such equipment from view.

10. Add hedges and understory trees to the landscape area adjacent to the north side of the building consistent with that shown for the landscape areas on the east and south sides of the building.

11. Modify the rear parking lot lighting on the northern border of the property adjacent to the residential properties to insure no light intrusion onto their properties.

12. Relocate the dumpster to a location further removed from the abutting residential neighbors.

Motion carried unanimously with a 5-0 vote.
ORDINANCE NO.______

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, “LAND DEVELOPMENT CODE”, ARTICLE I “COMPREHENSIVE PLAN” FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF SINGLE FAMILY RESIDENTIAL TO PARKING LOT DESIGNATION ON THE PROPERTY AT 453 NORTH LAKEMONT AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Winter Park City Commission adopted its Comprehensive Plan on February 23, 2009 via Ordinance 2762-09, and

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

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

WHEREAS, the Winter Park Planning and Zoning Commission, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on April 7, 2015, provided for participation by the public in the process, and rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on April 27, 2015 and May 11, 2015 and provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.

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

SECTION 1. That Chapter 58 “Land Development Code”, Article I, “Comprehensive Plan” future land use plan map is hereby amended so as to change the future land use map designation of single family residential to parking lot on the property at 453 North Lakemont Avenue, more particularly described as follows:

Lot 25, Campo Bello subdivision as recorded in Plat Book “L”, Page 23 of the Public Records of Orange County, Florida.

Property Tax ID # 05-22-30-1140-00-250
SECTION 2. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

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

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____________, 2015.

__________________________________________
Mayor Steve Leary

Attest:

__________________________________________
City Clerk Cynthia S. Bonham
ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 58 “LAND DEVELOPMENT CODE” ART. III, “ZONING” AND THE OFFICIAL ZONING MAP SO AS TO CHANGE SINGLE FAMILY RESIDENTIAL (R-1A) DISTRICT ZONING TO PARKING LOT (PL) DISTRICT ZONING ON THE PROPERTY AT 453 NORTH LAKEMONT AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the owners of property at 421 W. Morse Boulevard have requested a Zoning map amendment consistent with the amended Comprehensive Plan, and the requested zoning text change will achieve conformance with the Comprehensive Plan for the property and such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their April 7, 2015 meeting; and

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

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

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

SECTION 1. Official Zoning Map Amendment. That Chapter 58 “Land Development Code”, Article III, “Zoning” and the Official Zoning Map is hereby amended so as to change the zoning designation of Single Family (R-1A) District to Parking Lot (PL) District zoning on the property at 453 N. Lakemont Avenue, more particularly described as follows:

Lot 25, Campo Bello subdivision as recorded in Plat Book “L”, Page 23 of the Public Records of Orange County, Florida.

Property Tax ID # 05-22-30-1140-00-250
SECTION 2. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

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

SECTION 4. Effective Date. This Ordinance shall become effective upon the effective date of Ordinance _________. If Ordinance _________ does not become effective, then this Ordinance shall be null and void.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____________, 2015.

__________________________________________ Mayor Steve Leary
Attest:

__________________________________________
City Clerk Cynthia S. Bonham
REQUEST OF FIFTH THIRD BANK TO: AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS CHANGE FROM SINGLE FAMILY RESIDENTIAL TO A PARKING LOT FUTURE LAND USE DESIGNATION ON THE PROPERTY AT 453 NORTH LAKEMONT.

REQUEST OF FIFTH THIRD BANK TO: AMEND THE OFFICIAL ZONING MAP SO AS TO CHANGE FROM SINGLE FAMILY (R-1A) DISTRICT ZONING TO PARKING LOT (PL) DISTRICT ZONING ON THE PROPERTY AT 453 NORTH LAKEMONT AVENUE.

REQUEST OF FIFTH THIRD BANK FOR: CONDITIONAL USE APPROVAL TO DEVELOP THE PROPERTIES AT 1851/1861/1871 ALOMA AVENUE AND 443/453 NORTH LAKEMONT AVENUE FOR A ONE-STORY 3,500 SQUARE FOOT BRANCH BANK WITH DRIVE-THRU TELLERS AND 5,715 SQUARE FEET OF PROFESSIONAL OFFICE, ON THESE PROPERTIES ZONED O-2 AND PROSPECTIVELY PL.

Planning Manager Jeffrey Briggs presented the staff report and explained that this public hearing involves the requests of Fifth Third Bank for the development of the properties at 443/453 North Lakemont Avenue and 1851/1861/1871 Aloma Avenue. All of the properties are zoned Office (O-2) except for the 453 N. Lakemont parcel which is zoned Single family (R-1A). The request is to:

1. Change the Comp. Plan FLU and Zoning for the 453 N. Lakemont Avenue parcel to Parking Lot (PL) zoning so that it may be incorporated into the project for use as storm water retention; and
2. Approve a Conditional Use for Fifth Third Bank component of the project as it contains drive-thru components

The proposed development consists of a 3,872 square foot branch bank for Fifth Third with two drive-in tellers and companion 5,410 square feet of “for lease” office space. Total size of the one-story building is 9,282 square feet which is a 17.0% FAR; well within the maximum FAR of 45%. The building is centered on the site so it is significantly behind the perimeter setbacks. Impervious coverage or green area also exceeds the minimum 15% requirements by a significant amount at 57.5%. Mr. Briggs reviewed parking requirements. He explained that the application package is intended to provide the detail needed both for the “preliminary” and “final” conditional use approvals and as such includes the final site plan, architectural perspective images of the building facades with materials, landscape plan, complete storm water retention design, photometric plan and a traffic impact report. The current lease on the Fifth Third Bank branch to the east at 2011 Aloma Avenue (next to Mellow Mushroom) is expiring and they need to move quickly for this project as the replacement.

The northernmost 50 feet of this property (453 N. Lakemont – Lot 25) is zoned single family (R-1A). The applicant is requesting a Comp. Plan and Zoning change to Parking lot (PL). They would use the property primarily for the bulk of the storm water retention as well as four parking spaces. The City created the Parking Lot zoning category for just this type of situation where the use of the land is limited to only parking or storm water retention as proposed. No other use and no buildings can be put on that land, if zoned PL. The only permitted uses in PL zoning are surface parking spaces and storm water retention. (If it were rezoned as office then it would bestow the ability for future buildings)

From the staff’s perspective if the property stays zoned single family (R-1A) then Fifth Third Bank will sell the lot and then likely a new two-story home will be constructed on that property. Fifth Third Bank can accommodate all of their storm water retention via underground exfiltration and the 4 parking spaces can be relocated to the landscape area on the western boundary. This then puts a new SF house in the ‘backyards’ of the three existing homes at 1850, 1860 & 1890 Edwin Blvd. Alternatively, the proposed plan maintains the vast majority of this property as open space via the use confined and restricted to storm water retention. This seems to the planning staff to be a more favorable neighboring use for those three homeowners.
The plans include measures meant to provide protection and screening for the residential neighbors to the north on Edwin Blvd. On that common boundary line will be a six foot block stucco wall painted to match the building. There are also trees that are planned to help screen views above the wall height.

Mr. Briggs summarized by stating that the planning staff understands that there is no enthusiasm for another branch bank at this gateway location into the City; however, Fifth Third Bank purchased this property ten years ago with the intention of building on it someday. He said that the applicant has provided a plan that meets the requirements of the Comprehensive Plan and Land Development Code. He noted that planning staff's viewpoint is that the rezoning seems to be in the best interests of the neighbors and the additional parking for a medical tenant can be added since the project exceeds the “green” or pervious area required by Code. Staff has analyzed the Conditional Use/Rezoning and is recommending approval subject to the several conditions.

Brett Nevaril, Infinity Engineering Group, represented the 5/3 Bank. He stated that he has communicated with Mr. Briggs and is aware of the concerns and requests of the neighbors and expressed willingness to work with the neighbors. He indicated that the Bank is in agreement with the conditions recommended by the City and then addressed the conditions of the neighbors which the Bank is also in agreement with. He responded to Board member questions and concerns.

Stephanie Murphy, 1850 Edwin Boulevard (Lot 28), represented eight of her neighbors. She stated that they are concerned that several aspects of the proposed development that are not compatible with the existing neighborhood. She used a power point presentation to detail their concerns with the proposed development. The highlights of the requests were: (1) increase in height to an 8-foot wall (they requested that the wall be constructed first in an effort to buffer the neighborhood from construction dust and noise; (2) that the wall be brick instead of stucco; (3) that the dumpster be relocated to a space on the property further away from the residents; (4) that the trees be of a height and size to provide an immediate barrier; (5) that consideration be given to decorative light poles; (6) that more time be allowed to study the traffic in this area; and (6) that proper landscaping be installed adjacent to the building. Mrs. Murphy responded to Board members questions and concerns.

Beth Hall, 516 Sylvan Drive, spoke in opposition to the request and expressed concern with the architectural design of the proposed bank, the traffic impact on the surrounding neighborhood and the drive-thru tellers exiting on Aloma Avenue. She requested that more consideration be given to the existing residential neighborhood and that she is opposed to changing the zoning and comprehensive plan.

Marti Miller, 1399 Aloma Avenue, explained that she said that she would like to see the City purchase the property and develop it as a park. She was opposed to the property being developed with a bank.

Paul Helsby, (owner of the adjacent property to the west) spoke in favor of the request, stated that he is the principal neighbor on Aloma Avenue. His plans originally were to redevelop his property with his dental practice but he now has the property listed for sale. He stated that he is happy to see the property develop. He requested that more consideration be given to the façade, that more study be given to the traffic, and an easement pass-thru between his property and the subject property be required. He agreed with Mrs. Murphy concerning the dumpster placement.

Penney Potter, 1360 Canterbury Road, stated that she opposed to the rezoning and comprehensive plan change.

Tina Dover, 1800 Edwin Boulevard, opposed the drive-thru, the encroachment into the residential neighborhood and cut-thru traffic.
Ann Murrah, 1601 Legion Drive, stated that she would like to see the property developed in a joint venture between the City, the developer and Dr. Hellsby to develop the property as a gateway park. She said that she feels that would be very appropriate for this gateway into the city.

Donna Colado, 327 Beloit Avenue, commented that she agrees with the comments made by Mrs. Murrah and the neighbors.

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

Mr. Nevaril responded to the concerns brought up concerning lighting explaining that the lighting currently proposed by the bank complies with city code. He stated that they are willing to further modify the rear lighting on the north side of the property related to the parking lot and retention pond to be sure it does not affect the neighbors. He responded to Board member questions with regard to ATM location, architectural aspects of the development, the dumpster concern. He agreed to work on the west elevation and explained that this is a new prototype architectural look that the Bank is introducing.

Mr. Weldon spoke to the concerns raised by the neighbors. He explained that he feels it is practical to rezone the R-1A zoned property to allow for a parking lot and retention area only as this use as open space seems more attractive for the neighbors. He encouraged those that are passionate about the park issue to take those concerns to the City Commission. He commented that he feels that the proposal is a thoughtful low-intensity one-story use of the property relative to the current entitlements that would permit a four story building. He thanked Mrs. Murphy for her presentation, and assured that consideration will be given to the neighbors requests in the Board’s recommendation to the City Commission.

Mr. R. Johnston agreed with Mr. Weldon with regard to the rezoning for open space and retention, but stated that he is very concerned with the architectural details of this request, as the look is very simplistic and not going to be of the quality we would hope for at this gateway location into the City. He encouraged the applicants to give more thought into the comments received at the meeting. Considerable discussion ensued amongst the Board members to review and insure that the requests of the neighbors were considered in a motion to augment what had been suggested by staff.

Motion made by Mr. Weldon, seconded by Mr. Sacha to amend the “Comprehensive Plan” future land use map from Single Family Residential to Parking Lot on the property at 453 North Lakemont Avenue. Motion carried unanimously with a 5-0 vote.

Motion made by Mr. Weldon, seconded by Mr. Sacha to amend the official zoning map from Single Family Residential (R-1A) district zoning to Parking Lot (PL) district zoning on the property at 453 North Lakemont Avenue. Motion carried unanimously with a 5-0 vote.

Motion made by Mr. Weldon, seconded by Mr. Sacha to approve the conditional use to develop the properties at 1851/1861/1871 Aloma Avenue and 443/453 North Lakemont Avenue for a one-story square foot branch bank with drive-thru tellers and other professional office, on these properties zoned O-2 and prospectively PL; and subject to the following special conditions:

1. The Fifth Third Bank project entitlements comprise 9,282 square feet of office development including two drive-thru teller lanes.
2. The project is required to have a minimum of 37 parking spaces to meet the anticipated needs of the development plan and may create the additional 6 parking spaces needed for medical tenant usage of the 5,410 square feet of associated office space within the landscape area along the western border of the site.
3. The entrance/exits to the project along Aloma and Lakemont Avenues will be restricted to ‘right in/right out’ only and the center line median on Lakemont Avenue shall be extended to the north 25 feet at the expense of the applicant.
4. The project signs along the two streets shall be limited to non-interior illuminated monument signs as presented.

5. The western building elevation facing 17,000 cars a day traveling east on Aloma Avenue shall include significant brick veneer façade coverings to match the architectural pattern of the other building facades.

6. The hours of operation of the drive-in teller speaker system is restricted to no later than 10:00 pm and no drive-in teller speaker noise shall be audible within any adjacent residential building.

7. Replacement of the sweet gum and cypress trees on the northern border of the property with cedar trees.

As well as the following conditions suggested by the neighboring property owners and agreed to by the applicant:

8. Increase in the height of the proposed privacy wall on the northern property line to eight feet in height and construction to be of brick or brick veneer to match the primary structure with columns appropriately spaced and cap. Also that this privacy wall be constructed in the first phase of the construction activity in order to serve as a buffer from construction noise/dust.

9. Insure that the parapet wall height and location of AC and mechanical equipment screens such equipment from view.

10. Add hedges and understory trees to the landscape area adjacent to the north side of the building consistent with that shown for the landscape areas on the east and south sides of the building.

11. Modify the rear parking lot lighting on the northern border of the property adjacent to the residential properties to insure no light intrusion onto their properties.

12. Relocate the dumpster to a location further removed from the abutting residential neighbors.

Motion carried unanimously with a 5-0 vote.
CONDITIONAL USE/REZONE PLANS FOR:

FIFTH THIRD BANK
FIFTH THIRD BANK NO. 17818
1871 ALOMA AVENUE
WINTER PARK, FL 32789

LEGAL DESCRIPTION:
The east 1/2 of Lot 18, and all of Lots 19, 20, 21, 22, 23, 24, and 25, LAMPU BELG, according to the plat thereof as recorded in plat book 7, page 23, public records of Orange County, Florida, less those portions thereof described in deeds recorded in O.R. Book 1453, page 361 and O.R. Book 2220, page 107, and order of taking recorded in O.R. Book 2281, page 164, public records of Orange County, Florida.

PLANS PREPARED BY:
INFINITY

CIVIL DRAWING INDEX

ARCHITECTURAL DRAWING INDEX

CBRE
WEST ELEVATION
VIEW FROM NORTH LAKEMONT AVENUE

EAST ELEVATION

SOUTH ELEVATION
VIEW FROM ALOMA AVENUE

NORTH ELEVATION

EXTERIOR FINISH SCHEDULE

BRICK, VENEER

ACM, BLAKE GRAY

ALUCO ARCHITECTURAL PRODUCTS

REYNOLDS

BRIGHT SLIVER METALLIC

EFS

DV OR COVER SKY

WOOD PANEL

ARCHITECTURAL WOOD LAMINATE

MAPLE STAIN FINISH

ARCHITECTS: ARCHITECTS OF RECORD

BUILDING SIGN TO BE COATED WITH 2 COAT APPLICATION

PRE-FINISHED ALUMINUM COMPOSITE PANELS

PRE-FINISHED ALUMINUM COMPOSITE WINDOW SYSTEM

INTEGRAL WOOD LAMINATE PANEL

BRICK VENEER

EFS

PRE-FINISHED ALUMINUM COMPOSITE PANELS

PRE-FINISHED ALUMINUM COMPOSITE WINDOW SYSTEM

INTEGRAL WOOD LAMINATE PANEL

BRICK VENEER

PRE-FINISHED ALUMINUM COMPOSITE PANELS

PRE-FINISHED ALUMINUM COMPOSITE WINDOW SYSTEM

INTEGRAL WOOD LAMINATE PANEL

BRICK VENEER

BUILDING SIGN TO BE COATED WITH 2 COAT SEPARATE APPLICATION

PRE-FINISHED ALUMINUM COMPOSITE PANELS

PRE-FINISHED ALUMINUM COMPOSITE WINDOW SYSTEM

INTEGRAL WOOD LAMINATE PANEL

BRICK VENEER

BUILDING SIGN TO BE COATED WITH 2 COAT SEPARATE APPLICATION

PRE-FINISHED ALUMINUM COMPOSITE PANELS

PRE-FINISHED ALUMINUM COMPOSITE WINDOW SYSTEM

INTEGRAL WOOD LAMINATE PANEL

BRICK VENEER

BUILDING SIGN TO BE COATED WITH 2 COAT SEPARATE APPLICATION

PRE-FINISHED ALUMINUM COMPOSITE PANELS

PRE-FINISHED ALUMINUM COMPOSITE WINDOW SYSTEM

INTEGRAL WOOD LAMINATE PANEL

BRICK VENEER

FIFTH THIRD BANK

ALOMA & LAKEMONT BRANCH

WINTER PARK, FLORIDA

JOB NO. 15409

DATE: 5-15

DRAWN BY: MNN

SCALE: 1"=1'-0"

SHEET TITLE: EXTERIOR ELEVATIONS

SHEET NUMBER: A-1
FIFTH THIRD BANK
ALOMA & LAKEMONT BRANCH
WINTER PARK, FLORIDA
TRAFFIC GENERATION STATEMENT

FIFTH THIRD BANK
CITY OF WINTER PARK, FLORIDA

Prepared for:

Infinity Engineering Group, LLC
1135 Marbella Plaza Drive
Tampa, Florida 33619

Job No. 15-013

Date: 03/03/2015
TABLE OF CONTENTS

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3.0 SITE RELATED IMPROVEMENTS ............................................................................ 2
4.0 CONCLUSION .......................................................................................................... 3
1.0 SITE DATA

The subject parcel is located on the northwest corner of Aloma Avenue (State Road 426) and Lakemont Avenue in the City of Winter Park, Florida and contains approximately 1.247 acres. The Street Address for the subject parcel is 1871 Aloma Avenue, Winter Park, Florida. The Parcel Identification Numbers for the subject parcel are as follows:


05-22-30-1140-00-190  05-22-30-1140-00-210
05-22-30-1140-00-200  05-22-30-1140-00-230

Proposed site development on the currently unimproved parcel consists of a 3872 SF bank with two drive-through lanes and a contiguous 5410 SF medical office facility. Site access is proposed via right-in, right-out driveway connections to both Aloma Avenue and Lakemont Avenue. For additional information concerning site location and layout, please refer to the Site Plan prepared by Infinity Engineering Group, LLC.

2.0 TRAFFIC GENERATION

The traffic to be generated by the proposed development has been calculated in accordance with the traffic generation rates listed in the ITE Trip Generation Manual, 9th Edition as shown in Tables 1, 2 and 3. Table 1 shows the daily traffic generation associated with the proposed plan of development. Tables 2 and 3 show the A.M. and P.M. peak hour traffic generation, respectively. The traffic to be generated by the proposed plan of development consisting of a 3872 SF bank and 5410 SF medical office facility may be summarized as follows:

Daily Traffic Generation = 499 tpd
A.M. Peak Hour Traffic Generation (IN/OUT) = 36 pht (24 IN/12 OUT)
P.M. Peak Hour Traffic Generation (IN/OUT) = 71 pht (31 IN/40 OUT)

3.0 SITE RELATED IMPROVEMENTS

The A.M. and P.M. peak hour turning movement volumes and directional distributions at the project entrances for the overall development with no reduction for pass-by credits are shown in Tables 2 and 3 attached with this report and may be summarized as follows:

DIRECTIONAL DISTRIBUTION (TRIPS IN/OUT)

= 37 / 23
= 53 / 62
3.0 SITE RELATED IMPROVEMENTS (CONTINUED)

As mentioned in the SITE DATA section of this report, site access is proposed via right-in, right-out driveway connections to both Aloma Avenue and Lakemont Avenue. Table 5 attached with this report charts the project driveway turning movements and Figure 1 graphically represents the same. Based on the projected turning movements at the project driveways, no turn lanes appear warranted.

4.0 CONCLUSION

The proposed development will result in an increase of 499 daily trips, 36 A.M. peak hour trips and 71 PM peak hour trips at project build-out. The minimal increases in peak hour trips is negligible and will have an insignificant impact on the surrounding roadways.
### PROPOSED DEVELOPMENT

#### TABLE 1 - Daily Traffic Generation

<table>
<thead>
<tr>
<th>Landuse</th>
<th>Code</th>
<th>T&amp;F</th>
<th>Intensity</th>
<th>PeakEquation</th>
<th>Demand</th>
<th>Peak Flows</th>
<th>Off-Peak Flows</th>
<th>Total Flows</th>
<th>Peak Intensity</th>
<th>Off-Peak Intensity</th>
</tr>
</thead>
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<tr>
<td>Medical Office</td>
<td>720</td>
<td>5,410</td>
<td>S.F.</td>
<td>36.13</td>
<td>0.60</td>
<td>3.50</td>
<td>195</td>
<td>0</td>
<td>195</td>
<td>0%</td>
</tr>
<tr>
<td>Drive-in Bank</td>
<td>912</td>
<td>3,872</td>
<td>S.F.</td>
<td>148.15</td>
<td>0.50</td>
<td>2.50</td>
<td>574</td>
<td>0</td>
<td>574</td>
<td>47%</td>
</tr>
<tr>
<td><strong>Grand Totals:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### TABLE 2 - AM Peak Hour Traffic Generation

<table>
<thead>
<tr>
<th>Landuse</th>
<th>Code</th>
<th>T&amp;F</th>
<th>Intensity</th>
<th>PeakEquation</th>
<th>Demand</th>
<th>Peak Flows</th>
<th>Off-Peak Flows</th>
<th>Total Flows</th>
<th>Peak Intensity</th>
<th>Off-Peak Intensity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Office</td>
<td>720</td>
<td>5,410</td>
<td>S.F.</td>
<td>2.39</td>
<td>0.79</td>
<td>0.21</td>
<td>10</td>
<td>3</td>
<td>13</td>
<td>0%</td>
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<tr>
<td>Drive-in Bank</td>
<td>912</td>
<td>3,872</td>
<td>S.F.</td>
<td>12.06</td>
<td>0.57</td>
<td>0.43</td>
<td>27</td>
<td>20</td>
<td>47</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Grand Totals:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### TABLE 3 - PM Peak Hour Traffic Generation

<table>
<thead>
<tr>
<th>Landuse</th>
<th>Code</th>
<th>T&amp;F</th>
<th>Intensity</th>
<th>PeakEquation</th>
<th>Demand</th>
<th>Peak Flows</th>
<th>Off-Peak Flows</th>
<th>Total Flows</th>
<th>Peak Intensity</th>
<th>Off-Peak Intensity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Office</td>
<td>720</td>
<td>5,410</td>
<td>S.F.</td>
<td>LN(T) = 0.90 LN(Q) + 1.53</td>
<td>0.28</td>
<td>0.72</td>
<td>6</td>
<td>15</td>
<td>21</td>
<td>0%</td>
</tr>
<tr>
<td>Drive-in Bank</td>
<td>912</td>
<td>3,872</td>
<td>S.F.</td>
<td>24.3</td>
<td>0.50</td>
<td>2.50</td>
<td>47</td>
<td>47</td>
<td>94</td>
<td>47%</td>
</tr>
<tr>
<td><strong>Grand Totals:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ROADWAY</td>
<td>ORIGIN / DESTINATION</td>
<td>PROJECT DISTRIBUTION</td>
<td>DAILY</td>
<td>AM PEAK HOUR</td>
<td>PM PEAK HOUR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------</td>
<td>------------------------------</td>
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<td>--------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ALOMA AVENUE (SR 426)</td>
<td>WEST OF NORTH LAKEMONT AVENUE</td>
<td>30%</td>
<td>150</td>
<td>7</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ALOMA AVENUE (SR 426)</td>
<td>EAST OF NORTH LAKEMONT AVENUE</td>
<td>25%</td>
<td>120</td>
<td>6</td>
<td>2</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>NORTH LAKEMONT AVENUE</td>
<td>NORTH OF ALOMA AVENUE</td>
<td>15%</td>
<td>75</td>
<td>4</td>
<td>2</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>NORTH LAKEMONT AVENUE</td>
<td>SOUTH OF ALOMA AVENUE</td>
<td>30%</td>
<td>150</td>
<td>7</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>100%</td>
<td>499</td>
<td>24</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Table 5
Project Driveway Turning Movements

<table>
<thead>
<tr>
<th>Driveway</th>
<th>Project Distribution</th>
<th>Entering Net Project Trips</th>
<th>Exiting Net Project Trips</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Daily</td>
<td>AM Peak Hour</td>
</tr>
<tr>
<td>ALOMA AVENUE (SR 426) DRIVeway</td>
<td>25% EAST</td>
<td>96</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>30% SOUTH</td>
<td>115</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>30% WEST</td>
<td>115</td>
<td>11</td>
</tr>
<tr>
<td>NORTH LAKEMONT AVENUE DRIVeway</td>
<td>15% NORTH</td>
<td>58</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>25% EAST</td>
<td>96</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>30% SOUTH</td>
<td>115</td>
<td>7</td>
</tr>
</tbody>
</table>
SITE

PARCEL ID: 05-22-30-1140-00-190
05-22-30-1140-00-200
05-22-30-1140-00-210
05-22-30-1140-00-230

ALOMA AVENUE

FIGURE 1
TURNING MOVEMENT WORKSHEET AND PROJECT DISTRIBUTION

LEGEND
2 A.M. PEAK HOUR TURNING MOVEMENT
(11) P.M. PEAK HOUR TURNING MOVEMENT
148 A.A.D.
30% PROJECT DISTRIBUTION

FIFTH THIRD BANK
15-013 KD 03-03-15
Public Comment on the Conditional Use/Rezone Plans for: Fifth Third Bank
1871 Aloma Avenue
Winter Park, FL 32789

By: Stephanie Murphy
Winter Park Resident
1850 Edwin Blvd
Winter Park, FL 32789
Summary

Goals
• To ensure compatibility of proposed Fifth Third professional/office structure with existing residential area
• To mitigate the negative impacts of intrusion on the residential area as a result of the requested amendment to the comprehensive plan
• To ensure that development at a major gateway into the City of Winter Park is executed in a manner that is consistent and compatible with the city

Recommend Adopting the following Conditions of Approval:
Site Plan
• Build an 8’ wall to create a higher buffer between the residential area and the office space
  • The 8’ wall should be one of the first things installed before all other construction activity to begin serving as a buffer to the noise and dust
• Finish the wall with brick to match the primary structure, prevent the unsightly visual of mildew on stucco, and ensure compatibility
• Finish the dumpster in brick enclosure to ensure compatibility
Extend the wall up the western border of the Fifth Third property to prevent residents from having a view of the office dumpster which is located only 10’ from 1835 Edwin’s property line or consider moving the dumpster location further from residential properties

Architecture
• Ensure that the parapet wall will be high enough to screen all rooftop mechanical equipment from view on all sides of the structure, making them not visible from adjacent properties
• The rear façade should include architectural details and fenestration consistent with details on the front façade

Landscaping
• Maintain existing oak tree on Northern property line as part of the buffer
• Replace the currently proposed sweetgum and cypress trees with evergreen trees on the north perimeter
• Add shrubs and understory trees adjacent to building on north and west sides (sides not facing Lakemont or Aloma) of building consistent with the street facing landscaping

Lighting
• No visible bulb or glare from fixtures that are adjacent to residential properties (consider decorative shields, visors, screens on back of poles or reduced height of light poles such as pedestrian scale lighting)
• Full cut-off fixtures required for pole and wall light fixtures (not just shoe box or down lit)
• Ensure that the light poles do not conflict with tree locations and future tree canopy
• Use of decorative lightpoles

Traffic
• Consider “No U-turn sign” on the proposed extended median
• Consider a “No through traffic” or “local traffic only” on the corner of Lakemont Ave and Edwin Blvd
Comprehensive Plan Amendment from Single Family to Parking Lot (highlighted in Red)

Fifth Third Development in Blue
Site Plan

- Build an 8’ wall to create a higher buffer between the residential area and the office space
  - The 8’ wall should be one of the first things installed before all other construction activity to begin serving as a buffer to the noise and dust

- The wall should be made of brick (instead of proposed stucco) to match the primary structure, prevent the unsightly visual of mildew on stucco, and ensure compatibility

- Finish the dumpster in brick enclosure to ensure compatibility. Extend the wall up the western border of the Fifth Third property to prevent residents from having a view of the office dumpster which is located only 10’ from 1835 Edwin’s property line or consider moving the dumpster location further from residential properties
Architecture

- Ensure that the parapet wall will be high enough to screen all rooftop mechanical equipment from view on all sides of the structure, making them not visible from adjacent properties.
- The rear façade should include architectural details and fenestration consistent with details on the front façade.
- Add shrubs and understory trees adjacent to building on north and west sides (sides not facing Lakemont or Aloma) of building consistent with the street facing landscaping.
Landscaping

- Maintain existing oak tree on Northern property line as part of the buffer
Landscaping

Replace the currently proposed sweetgum and cypress trees with evergreen trees on the north perimeter.
- No visible bulb or glare from fixtures that are adjacent to residential properties (consider decorative shields, visors, screens on back of poles or reduced height of light poles such as pedestrian scale lighting)
- Full cut-off fixtures required for pole and wall light fixtures (not just shoe box or down lit)
- Ensure that the light poles do not conflict with tree locations and future tree canopy
- Use decorative lightpoles instead of cement ones
Traffic

- Consider "No U-turn sign" on the proposed extended median
- Consider a "No through traffic" or "local traffic only" on the corner of Edwin Blvd and Lakemont Ave

  - While the traffic study reviewed traffic on Lakemont and Aloma, it did not address the number of vehicles that turn right out of the Outback/Whole Foods parking lot onto N Lakemont and then either make a U-turn around the median or come down Edwin Blvd to use a driveway to turn around, in order to go south on N Lakemont.
  - There are high number of annual traffic accidents on this block as people attempt to enter and exit the commercial/professional properties on this corner. Moreover, these traffic patterns have a negative impact on the residential area near this corner.
  - Request that the planning commission re-look at the traffic patterns and consider signs or other methods to protect the small children, pets, and adults who live in this neighborhood.
APPENDIX
Zoning Map

Rezone from R-1A to Parking Lot

ZONING MAP
City of Winter Park, Florida

Legend

- County Boundary
- Winter Park
- Other Cities
- City Map Sheets
- Streams
- Water

This is to certify that this official Zoning Map was adopted April 11, 2010 as part of the Land Development Code of the City of Winter Park, Florida.
Please read before meeting on April 27th,

Thank you

Concerning need for easement for benefit of residential area and traffic safety on 5/4 Bank site
April 20th, 2015

Dear Mr. Briggs,

I would like to share information that may influence your decision at the next commission meeting in regards to the 5/3 Bank final approval. We believe adding a cross access easement will not only be beneficial to the adjacent residential neighborhood but also benefit public safety.

I have enclosed several drawings showing the benefit to the public of providing a cross access easement from 1821 and 1835 (Matsby Properties, LLC) and the 5/3 bank property on the corner of Lakemont and Aloma. Without a connection, tenants and guests will be forced to cross oncoming traffic on Aloma, make a U-turn on Aloma or travel thru the northern residential street of Edwin Blvd.

A cross access easement to Lakemont Ave. will help mitigate the traffic impact at this major intersection. The property is zoned for office but will likely be medical office given the proximity to the Hospital. Traffic generation through the site will be low assuming an office building less than 10,000 sq ft.

A decision on this is critical at this time. Once final approval is given for this project, the likelihood of obtaining a cross access to Lakemont Ave is greatly decreased.

Sincerely,

Kathy Helsby
Matsby Properties, LLC
TO GO EAST OR SOUTH WITHOUT CONNECTION
WITHOUT CONNECTION

U TURN OR CROSSING AGAINST ONCOMING TRAFFIC

TO GO NORTH, SOUTH OR EAST
TO GO EAST OR SOUTH WITH CONNECTION
CONNECTION IN FRONT OF PROPERTY

KEEPS TRAFFIC FURTHER FROM RESIDENTIAL AREAS, ELIMINATES NEED FOR U-TURN OR CUTTING ACROSS TRAFFIC ON ALOMA AND DOES NOT INTERFER WITH BANK DRIVE THRU
CONNECTION IN REAR OF PROPERTY

NEARER TO RESIDENTIAL AREA AND INCREASES TRAFFIC IN DRIVE THRU AREA
Subject
Resolution extending the reversion period of the Loren Avenue right-of-way vacation.
(Originally adopted June 23, 2014)

Motion | Recommendation
Approve extension of reversionary period to June 1, 2016.

Background

A request has been received to extend the reversionary deadline for the subject vacation previously approved (request attached for your information) due to extenuating circumstances related to private legal actions between adjoining properties. For this reason the development has been on hold awaiting resolution and as originally adopted, the Loren Avenue right-of-way would revert back to the City as of June 1, 2015, without the necessary permits and approvals being submitted and granted. As stated, the developer can not move forward until these legal matters are resolved.

Alternatives | Other Considerations
Do not extend the reversionary period and allow property to revert back to City right-of-way.

Fiscal Impact
None
RESOLUTION NO. __________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, EXTENDING CERTAIN DEADLINES IN ORDINANCE NO. 2965-14; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, on June 23, 2014, the City Commission adopted Ordinance No. 2965-14 which required the developer to obtain permits on certain development on or before June 1, 2015, and thereafter to complete construction on the projects thus permitted on or before June 1, 2017;

WHEREAS, Section 3 of Ordinance No. 2965-14 allows for the City Commission to extend these deadlines by action of the City Commission;

WHEREAS, Ordinance No. 2965-14 vacated a certain portion of Loren Avenue as more particularly described in the Ordinance and its exhibits, but provided for an automatic reversion of the vacated right-of-way and property back to the City of Winter Park if the developer failed to obtain permits and to complete construction by the deadlines provided in the Ordinance; and

WHEREAS, the City Commission has determined that it is reasonable, appropriate and in the interest of economic development and in the public interest to extend these deadlines.

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

SECTION 1. Extension of Deadlines. The developer shall have until June 1, 2017, to obtain permits. Additionally, the deadline for completion of construction is extended until June 1, 2019.

SECTION 2. Severability. If any Section or portion of a Section of this Resolution 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 Resolution.

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

SECTION 4. Effective Date. This Resolution 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 11th day of May, 2015.

________________________________
Steve Leary, Mayor

Attest:

________________________________
Cynthia S. Bonham, City Clerk
ORDINANCE NO. 2965-14

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING
AND ABANDONING A PORTION OF LOREN AVENUE WITHIN THE
RAVAUDAGE PLANNED DEVELOPMENT AND HOME ACRES
SUBDIVISION AREA, MORE PARTICULARLY DESCRIBED HEREBIN, AND
PROVIDING FOR REVERSION IF DEVELOPMENT OF THE VACATED ROAD
IS NOT TIMELY PERMITTED AND CONSTRUCTED.

WHEREAS, the City Commission desires to foster the development of the Ravaudage
Planned Development by vacating and abandoning certain platted streets within the Home
Acres subdivision as platted in Plat Book "M", Page 97 of the Public Records of Orange County,
Florida, so that an alternate street system can be developed to better serve the economic
growth of this area, and

WHEREAS, this Ordinance meets the criteria established by Chapter 166, Florida
Statutes and pursuant to and in compliance with law, notice has been given to abutting property
owners and to the public by publication in a newspaper of general circulation to notify the public
of this proposed Ordinance and of public hearings to be held.

WHEREAS, the city public works department has provided for participation by the public
in the process by providing information as requested and has also rendered its
recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Ordinance
and held advertised public hearings at which the City Commission has provided for public
participation in the process in accordance with the requirements of state law.

NOW, THEREFORE, BE IT ENACTED as follows:

Section 1. The City Commission of the City of Winter Park hereby vacates and
abandons that portion of the right-of-way of Loren Avenue lying approximately 235 feet south of
the platted right-of-way of Kindel Avenue per the plat of Homes Acres, as recorded in Plat Book
"M", Page 97, as more particularly described in Exhibit "A".

Section 2. This Ordinance is conditioned upon the receipt by the City of an
easement to be recorded in the Public Records of Orange County for a private street to run from
the terminus of the north end of Loren Avenue west to the right-of-way of Bennett Avenue, so as
to eliminate the creation of a dead-end road.

Section 3. This Ordinance and all agreements and procedures relating to the vacation of
a portion of Loren Avenue within the Ravaudage PD area are subject to the reversionary
interest stated herein. Notwithstanding the vacation and abandonment of municipal right-of-way
as provided in Sections 1 and 2 hereof, the subject right-of-way of Loren Avenue as set out in
Sections 1 and 2 shall be null and void, and the City shall by reversion take title to the public
right-of-way otherwise vacated and abandoned if development requiring the vacated roadway is
not fully entitled and building permits issued on or before June 1, 2015. And, if permits for
construction are timely issued on or before June 1, 2015, then the development requiring the
vacated roadway shall be fully constructed and a certificate of occupancy issued on or before June 1, 2017. Unless these deadlines are extended by action of the City Commission, the municipal right-of-way described in Sections 1 and 2 hereof shall by reversion, revert back into the ownership of the City of Winter Park to be used for any lawful purpose consistent with public right-of-way, including but not limited to usage as public roads.

Section 4. Assurance That Lots Currently Owned Or Controlled By The Developer Will Have Access Across The Existing Pavement On Loren Avenue, Even Following Vacation. Notwithstanding anything in this Ordinance to the contrary, all lots adjacent to or abutting the vacated portion of Loren Avenue, including but not limited to those lots currently owned or controlled by the Developer, Bubbalou's, Inc. or any affiliate thereof, or any successor of any of them in title, shall irrevocably grant to the public, an easement over the existing roadway of Loren Avenue so that all of said lots are accessible. This easement shall terminate only at such time that the owner of any such lot shall enter an agreement with another or develops the land for a purpose that will render access by the public to such lot unnecessary as determined in the sole and absolute discretion of the owner of such lot. In such event, the agreement showing that it is no longer necessary for the public to have access to such lot shall be recorded in the Public Records of Orange County.

Section 5. Public Dedication. The Developer shall dedicate to the City of Winter Park the ownership of the land subject to the easement created in Section 2 hereof, as public right-of-way. Such dedication shall occur at the same time all other Developer/CDD constructed roads are dedicated in accordance with City standards, and acceptance by the City. Until such time the easement granted in Section 2 hereof shall remain in full force and effect.

Section 6. Incorporation of Easement Agreement. The Ordinance is subject to the Developer's compliance with each provision in the Public Access Easement and Maintenance Agreement, attached hereto and incorporated herein by reference as Exhibit "A" to this Ordinance, and made fully a part hereof.

Section 7. All ordinances or portions of ordinances in conflict herewith are hereby repealed.

Section 8. This ordinance shall become effective upon the delivery to the City and recording in the Public Records of Orange County of an easement for the private access road, as detailed in section 2 of this Ordinance.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, on the 23rd day of June, 2014.

Kenneth W. Bradley
Kenneth W. Bradley, Mayor

ATTEST:

Cynthia S. Bonham, MMC, City Clerk

Ordinance No. 2965-14
Page 2
SKETCH OF DESCRIPTION
(THESE IS NOT A SURVEY)
A PORTION OF LOREN AVENUE

LEGAL DESCRIPTION:
That portion of Loren Avenue, a 50 foot right-of-way, home acres, according to the plat thereof, as recorded in plat book "W", page 77, public records of Orange County, Florida, being more particularly described as follows:

Begin at the southwest corner of lot 17, block "C", home acres, according to the plat thereof, as recorded in plat book "W", page 77, public records of Orange County, Florida; thence N89°35'11"W, for a distance 50.00 feet to a point on the west right-of-way line of Loren Avenue, thence N09°03'34"E along said west right-of-way, a distance of 235.59 feet to a point of curvature of a curve concave southwesterly and having a radius of 15.00 feet; thence northwesterly along said curve and said west right-of-way line, through a central angle of 89°34'21" and an arc distance of 23.54 feet to a point on the south right-of-way of Kindel Avenue, a 50 foot right-of-way, per said home acres, said point also being a point on a non-tangent line; thence N80°05'39"E along said south right-of-way line, a distance of 235.70 feet to a point on the east right-of-way of the aforementioned Loren Avenue, said point also being a point on a non-tangent curve concave northeasterly, having a radius of 15.00 feet, a chord bearing of N64°08'24"W and a chord length of 21.23; thence southwesterly along said curve and said east right-of-way line, through a central angle of 80°05'36" and an arc distance of 23.59 feet to a point of tangency; thence N09°03'34"E along said east right-of-way line, for a distance of 235.70 feet to the point of beginning.

CONTAINING 0.29 acres (12,829 square feet), more or less.

EXHIBIT "A"

SURVEYOR'S NOTES:
1. The lands as shown hereon lie within Section 01, Township 22 S., Range 29 E., Orange County, Florida.
2. This is not a survey.
3. This sketch does not reflect or determine ownership.
4. Bearings shown hereon are assumed relative to the West Right-of-way line of Loren Avenue; said bearing being N09°03'34"E.

LEGEND

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAZED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

HLSM
Henry - Lake - Swaggerty - Menard
Professional Surveyors & Mappers

Job No: E-9553
Date: 12/20/13
Drawn By: AMJ
Scale: 1" = 60'
April 27, 2015

Troy Attaway, P.E.
Public Works Director
City of Winter Park
500 North Virginia Avenue
Winter Park, FL 32789
Via email: tattaway@cityofwinterpark.org

Re: Ordinance Number 2965-14

Dear Mr. Attaway:

I have the pleasure of representing Benjamin Partners, Ltd. and Sydgan Corporation. Please consider this a formal request of the City of Winter Park to extend the reversion period as stated in ordinance number 2965-14 for two years to pull the permit and a subsequent two years to complete construction. A copy of the ordinance is attached for your convenience.

Please see additional documents for your review attached including an Agent Authorization Form dated December 13, 2013, from Clarence Wheeler, the then president of Bubbalou's, Inc., authorizing the City to vacate Loren Avenue; the Agreement between Benjamin Partners, Ltd. and the City of Winter Park, dated June 10, 2013; the subsequent Release of Easement Rights dated September 24, 2014, and recorded in Orange County book 10809, page 8370; and the Public Access Easement and Maintenance Agreement dated June 23, 2014, and recorded in Orange County book 10784, page 1086.

The request for an extension is due to pending litigation by Sam and Eleanor Meiner, including two lis pendens actions filed on property affecting the title and/or ability for American Land to pull its building permit. Please let me know if you have any questions. Thank you.

Sincerely,

Jeanne Reynaud
AGENT AUTHORIZATION FORM

FOR PROJECTS LOCATED IN THE CITY OF WINTER PARK, ORANGE COUNTY, FLORIDA

I/WE ___________ (PRINT PROPERTY OWNER NAME) ___________, AS THE OWNER(S) OF THE REAL

PROPERTY DESCRIBED AS FOLLOWS, 970, 1000, AND 1008 LOREN AVE, WINTER PARK, FL 32789, DO HEREBY

AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME) SYDGAN CORPORATION DANIEL B. BELLOWS, PRESIDENT, TO

EXECUTE ANY PETITIONS, AGREEMENTS, OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL

REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS,

FUTURE LAND USE CHANGES, REZONINGS, DRC SITE PLAN APPROVALS, DEVELOPMENT ORDER MODIFICATIONS, PARTIAL LOREN

AVENUE RIGHTS OF WAY VACATION REQUESTS AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR

LEGISLATIVE BODY IN THE CITY CONSIDERING THE APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS

PERTAINING TO THE APPLICATION AND ANY PETITIONS, AGREEMENTS, OR DOCUMENTS ANCILLARY THEREETO.

Date: 12/19/13

Signature of Property Owner 
 PRESIDENT 

STATE OF FLORIDA
COUNTY OF ORANGE

I certify that on DECEMBER 13, 2013, before me, Bradley J. Davis, and officer duly

authorized by the State of Florida and in the county mentioned above, to take acknowledgements,

personally appeared Clarence Weiler, to me known to be the person described in this

instrument or to have produced Mary H. Kaw, as evidence, and who has acknowledged

before me that he or she executed the instrument and did / did not take an oath.

Witness my hand and official seal in the county and state stated above on the 13 day of December,

in the year of 2013.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of Florida

My Commission Expires:

Legal Description(s) or Parcel Identification Number(s) are required:

PARCEL ID #: 01-22-29-3712-03-150

01-22-29-3712-03-160
AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the "Effective Date" (as that term is defined below) by and between BENJAMIN PARTNERS, LTD a Florida Limited Partnership ("Benjamin") and the CITY OF WINTER PARK, FLORIDA, a municipal corporation existing under the laws of the State of Florida (the "City").

RECITALS

WHEREAS, Benjamin has the right, power and authority, pursuant to its formation documents, to acquire title to real and personal property; and

WHEREAS, Benjamin has requested that the City to Vacate the Kindel Ave Rights of Way between Bennett Ave and Lewis Drive legally described on Exhibit "A" attached hereto (the "ROW"); and

WHEREAS, Benjamin is willing to stipulate that the existing ROW will not have the existing access restricted in anyway or the ROW altered until such time as the City has inspected and approved the new Morgan Lane and Morgan Lane is fully functional as described on Exhibit "B".; and

WHEREAS, the City is willing, subject to the terms and conditions set forth in this Agreement, to allow the rights of way application to proceed to a 2nd reading of the ordinance to vacate at a public hearing to be held on June 10, 2013; and

NOW, THEREFORE, in consideration of the matters set forth in the Recitals above and the mutual promises set forth below, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Section 1. Recitals: The foregoing recitals above are true and correct, and are incorporated herein by reference.

Section 2. Purpose: The purpose of the Agreement is to insure the continued unrestricted access to private property located on Loren ave between Lee Road and the future Morgan lane within the Revaudage project which shall be satisfied by the fully executed easement between Bubbalou's, Inc and Benjamin Partners, Ltd EXHIBIT - "C".

Section 3. Effective Date: When used herein, the term "Effective Date" shall mean the date on which the last of Benjamin or the City shall have executed this Agreement as reflected on the signature page hereof.

Page 1 of 4
Section 4. **Representations and Warranties of Benjamin:** As an inducement to the City to enter into this Agreement, Benjamin hereby represents and warrants to the City as follows:

A. Benjamin is a duly organized validly existing Limited Partnership under the laws of the State of Florida.

B. Benjamin has duly authorized the execution and delivery of this Agreement, and assuming the due authorization, execution and delivery by the City, this Agreement constitutes a valid and legally binding obligation of Benjamin, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

C. To Benjamin's knowledge, the authorization, execution and delivery of this Agreement and the compliance by Benjamin with the provisions of this Agreement will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to Benjamin or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instruments to which Benjamin is subject, or by which it is bound.

Section 5. **Notices:** When any party to this Interlocal Agreement desires to give final notice to the other concerning this Interlocal Agreement, it must be given by written notice, sent certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified. For present, the parties designate the following as the respective places for giving notice:

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

Benjamin Partners, Ltd
P.O. Box 350
Winter Park, FL 32790

Section 6. **Miscellaneous Provisions:**

A. **Amendment:** No modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith.
B. Entire Agreement: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

C. Binding Effect: To the extent provided herein, this Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

D. Severability: In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, then such holding shall not invalidate or render unenforceable any other provision hereof.

E. Counterparts: This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

F. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State. Venue for any action or proceeding to construe or enforce the provisions of this Agreement shall be in the Circuit Court in and for Orange County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on this 10th day of June, 2013.

ATTEST:

By: [Signature]
City Clerk

THE CITY OF WINTER PARK,
FLORIDA

By: [Signature]
Kenneth W. Bradley, Mayor

Date: 6/10/13

BENNAMIN PARTNERS, LTD., a
Florida Limited Partnership

By: [Signature]
Bennett Ave Corporation, it's
general partner
Daniel B. Bellows, President

Date: 6/10/13
LEGAL DESCRIPTION:

THAT PORTION OF KINDEN AVENUE LYING EASE OF BENNETT AVENUE, AND WEST OF LEWIS DRIVE HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 13, BLOCK "D", HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THEREON RUN N 00°39'40" E, A DISTANCE OF 220.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY; SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90.39'47" AND A CHORD BEARING OF S 44°43'06" E; THEREON RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THEREON RUN N 00°00'00" W ALONG THE NORTH LINE OF AFOREMENTIONED KINDEN AVENUE, A DISTANCE OF 531.95 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 89°54'37"; THEREON RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.54 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LEWIS DRIVE, THEREON RUN S 00°02'45" W, ALONG SAID WEST LINE A DISTANCE OF 28.93 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°55'38" AND A CHORD BEARING OF N 45°02'11" W; THEREON RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THEREON RUN S 90°00'00" W ALONG THE SOUTH LINE OF AFOREMENTIONED KINDEN AVENUE A DISTANCE OF 532.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 89°20'13"; THEREON RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.50 FEET TO THE POINT OF BEGINNING;

CONTAINING 29,305 SQUARE FEET MORE OR LESS.

SURVEYOR’S NOTES:

1. The above described land lies within Section 1, Township 22 South, Range 29 East, Orange County, Florida.
2. Bearings shown herein are based on the East Line of Bennett Avenue, Home Acres, having a bearing of N 00°39'40" E. (Assumed).
3. See Sketch on Sheet 2 of 2.
SKETCH OF DESCRIPTION
OF
A PORTION OF KINDEL AVENUE
(TIS NOT A SURVEY)

SURVEYOR'S NOTES:
1. The above described land lies within Section 1, Township 22 South, Range 29 East, Orange County, Florida.
2. Bearings shown herein are based on the East Line of Bennett Avenue, Home Acres, having a bearing of N 00°39'48" E. (Assumed).
3. See Legal Description on Sheet 1 of 2.

HENRICH-LUKE & SWAGGERTY, LLC
surveyors & mappers
165 Wiles Street
Suite 1101
Lake Mary, Florida 32746
(407) 647-7346
Fax (407) 647-8507
Licensed Business No. 7278

Job No: L-81074
Date: 4-2-14
Drawn By: Mill
Scale: 1"=100'

Mark L. Luke
Professional Surveyor & Mapper
Florida Registration #50005

HOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
HOT VALID WITHOUT SHEET 1 OF 2
ACCESS EASEMENT

THIS ACCESS EASEMENT (the "Easement Agreement") is made and executed by BENJAMIN PARTNERS, LTD., a Florida limited partnership (hereinafter the "Grantor") to and in favor of Bubbalou's, Inc, a Florida Corporation whose address is 1471 Lee Road, Winter Park, Florida, 32789 (hereinafter the "Grantee").

RECATALS

A. Grantor is the owner of record of the real property, located in Orange County, Florida, which is legally described on Exhibit "A" and depicted on Exhibit "B" both of which are attached hereto and incorporated herein (hereinafter the "Easement Area"); and

B. Grantee is a Tenant and occupies that certain parcel of real property, located in Orange County, Florida which abuts Loren Ave and is legally described on Exhibit "C" attached hereto and incorporated herein (hereinafter the "Grantee's Parcel"); and

C. Grantor, subject to the terms and conditions set forth herein, desires to grant and convey to the Grantee and its successors in title, lessees, contractors, invitees, permittees, licensees, guests and authorized agents a non-exclusive easement for motor vehicle and pedestrian ingress and egress over, across and through the Easement Area.

NOW THEREFORE, for and in consideration of Ten and 00/100 Dollars ($10.00) and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby grants and conveys the Easement to the Grantee subject to the following terms and conditions:

1. Recitals. The matters set forth in the Recitals above are hereby adopted and incorporated herein as a material part of this Easement Agreement.

2. Grant of Easement. Grantor hereby grants and conveys to the Grantee, its successors in title, lessees, business invitees, guests, contractors and licensees, a perpetual and non-exclusive easement (the "Easement") over, across and through the Easement Area for the purpose of (i) affording the Grantee vehicular and pedestrian ingress and egress from the Grantee's Parcel to Morgan Lane, (ii) the right to enter onto the Easement Area for the purpose of maintaining the Driveway Improvements in the condition required hereunder. Notwithstanding any language set forth in this Easement Agreement to the contrary, under no circumstances shall the Grantee hereafter construct any permanent improvements within the Easement Area without, in each instance, having received the prior express written consent of the Grantor.

3. Effect of Easement. The Easement shall be deemed to have permanent force and effect from and after the date of recording of this Easement Agreement in the Public Records of Orange.
4. **Use of Easement Area.** The Grantee's use and enjoyment of the Easement Area shall comply, in all respects, with any and all applicable governmental laws, ordinances, codes, rules, regulations and requirements (collectively, "Applicable Law").

5. **Driveway Access Improvements.** The Grantor shall pay the costs and expenses associated with the construction and the maintenance of the Driveway Improvements. Prior to commencing construction of the Driveway Improvements, the Grantor shall arrange for the preparation of those plans and specifications (collectively, the "Driveway Access Plans") that are required in order to apply for and thereafter obtain all of the governmental authorizations, approvals and permits that are required in order to lawfully construct the Driveway Access Improvements in accordance with Applicable Law (collectively, the "Permits"). The Grantor shall not submit the final Driveway Access Plans for approval by the City of Winter Park, Florida (the "City") until such time as they have been approved by the Grantee whose approval thereof shall not be unreasonably withheld, conditioned or delayed.

6. **Construction of Driveway Access Improvements.** The Grantor shall cause the Driveway Access Improvements to be constructed in (i) compliance with the Driveway Access Plans, the Permits, the Driveway Contract and Applicable Law and (ii) a good and workmanlike manner and free of any construction liens encumbering the Easement Area or the Grantee's Parcel.

7. **Maintenance of Driveway Access Improvements.** The Grantor shall keep and maintain the Driveway Access Improvements in good operating condition and repair, in accordance with the Permits and Applicable Law and, in any event, in a manner permitting the continued full use and enjoyment of the Easement by the beneficiaries thereof. Prior to undertaking any maintenance on, or repair of, the Driveway Access Improvements, the Grantor shall notify the Grantee, in writing, setting forth the nature of the repair or maintenance action required, the length of time estimated for such repair or maintenance action to be completed (in each case, a "Repair Notice"). Unless the Grantee shall have objected to a Repair Notice, in writing, to the Grantor within seven (7) days following its receipt thereof, the Grantor shall cause the repairs described in the Repair Notice to be made.

8. **Title.** Grantor represents and warrants to Grantee that it is the owner of record of fee simple title to the Easement Area and that the Easement Area is not encumbered by any mortgages, liens, easements or other encumbrances.

9. **Enforcement.** If any party shall be in default under this Agreement, or if any dispute shall arise concerning the interpretation of this Agreement, and if no action shall be brought in connection therewith in which it shall be finally (with no further appeal being available due to the expiration of appeal periods or otherwise) determined that such party was in default, or that the court agrees with one party's interpretation of the disputed provision of this Agreement, the party determined by the court to be in default, or with whose interpretation of this Agreement the court does not agree, shall pay to the other party all reasonable attorneys' fees and litigation expenses incurred or paid by the other party in connection therewith.

10. **Interpretation and Construction of Easement Agreement.** The headings herein are used only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms and provisions thereof. Wherever used herein, the use of any form of verb shall be deemed to include the singular and plural forms, and the use of any pronoun shall be deemed to include the masculine, feminine and neuter forms, and the singular and plural forms, as appropriate in the context. Each party has consulted with legal counsel regarding this Agreement and,
therefore, the contents hereof shall not be construed more strongly in favor of one party over the other.

11. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement shall not be modified or amended in any respect except by a writing executed and delivered by the parties hereto.

12. Controlling Law. This Agreement shall be governed by and interpreted according to the laws of the State of Florida.

13. Indemnification. Grantor hereby indemnifies and holds Grantee and its lessees, mortgagees, successors, and assigns of the Grantee’s Parcel harmless from and against any and all losses, damages, injuries, or claims of any nature whatsoever which any of them may incur or sustain as a legal result of (i) its construction of the Driveway Access Improvements, (ii) its maintenance and repair of the Driveway Access Improvements, and (iii) its entry upon the Easement Area for the purposes of exercising the rights afforded it pursuant to the Easement.

14. No Public Rights Created. Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area.

15. Notice. All notices, approvals, consents, requests, or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed given on (a) the date of delivery, (b) the date delivery is refused, (c) the date of the third failed attempt, on three separate business days, to make delivery during normal business hours, or (d) the date delivery is refused, which delivery is made, attempted but failed, or refused at the intended recipient’s address above. Said addresses may be changed by delivery of notice thereof.

16. No Dedication; Ownership. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement or Easement Area to the general public, for the general public, or for any public purposes whatsoever, it being the intention of the parties that the grant of easement hereunder be strictly limited to and for the purposes herein expressed. The parties expressly negate any construction of this Easement Agreement which implies or attributes joint or common ownership by the Grantor and Grantee of the Easement Area, other than the specific dominant tenements and servient tenements created hereby, or which implies the creation, establishment, or existence of any partnership, joint venture, or other such scheme of common ownership or common operation of the Easement or the Easement Area.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement on the date stated following their signatures, below.

Signed, sealed and delivered in the presence of:

GRANTOR:

BENJAMIN PARTNERS, LTD., a Florida limited partnership

by Bennett Ave Corporation as its general partner

By:
Name: Daniel Bellows
Title: President
Date: June 12, 2013

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on the 12th day of June, 2013, by Daniel Bellows acting in his capacity as the President of Bennett Ave Corporation, a Florida corporation, acting in its capacity as the general partner of Benjamin Partners, Ltd., a Florida limited partnership. He is personally known to me or has produced as identification.

Affix Notary Stamp

Signature of Person Taking Acknowledgment
Print Name: JESSICA L. ROBERTSON
Title: Notary Public
Serial No. (if any):
Commission Expires: 1-23-16
GRANTEE:

Bubbalou's, Inc, a Florida Corporation

By: ____________________________
Name:
Title:

Date: June 16, 2013

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on the ______ day of June, 2013, by _______ _______ _______ _______ acting in his capacity as the _______ _______ _______ _______ of Bubbalou's, a Florida Corporation. He is personally known to me or has produced ___________ _______ _______ _______ _______ as identification.

__________________________
Signature of Person Taking Acknowledgment

Print Name: _________________
Title: Notary Public
Serial No. (if any)
Commission Expires:

Affix Notary Stamp
EXHIBIT A
DESCRIPTION

(THIS IS NOT A SURVEY)

LEGAL DESCRIPTION:

A PART OF HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "A", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 14, BLOCK "C", HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "A", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 00°00'00"E ALONG THE WEST LINE OF SAID LOT 14 AND NORTHERLY EXTENSION THEREOF, A DISTANCE OF 50.00 FEET TO THE INTERSECTION OF SAID LINE WITH THE SOUTH LINE OF KHIDEL AVENUE FOR A POINT OF BEGINNING; THENCE RUN N 80°00'00"E A DISTANCE OF 50.00 FEET; THENCE RUN N 00°08'00"E A DISTANCE OF 73.84 FEET TO A POINT ON THE SOUTH LINE OF FUTURE MORGAN AVENUE; THENCE RUN N 00°00'00"E A DISTANCE OF 50.00 FEET; THENCE S 00°08'05"W A DISTANCE OF 73.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,692 SQUARE FEET MORE OR LESS.

SURVEYOR’S NOTES:

1. The above described land lies within Section 1, Township 22 South, Range 29 East, Orange County, Florida.
2. Bearings shown hereon are based on the West Line of Lot 14, Block "C", Home Acres, having a bearing of N 00°00'00"E. (Assumed).
3. See Drawing on Sheet 2 of 2.

HENRICH-LUKE & SWAGGERTY, LLC
survors & mappers
185 Midway Street
Suite 110
Lakeland, Florida 33801
(863) 647-7346
Fax (863) 647-8007
Lacensed By No. 7276

Job No. 1-9974
Date: 6-6-13
Drawn By: MLB
Scale: 1"=100'

Mark I. Luke
Professional Surveyor & Mapper
Florida Registration No. 5006

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RURED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Sheet 1 of 2
EXHIBIT B
SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SURVEYOR'S NOTES:
1. The above described land lies within Section 1, Township 22 South, Range 29 East, Orange County, Florida.
2. Bearings shown hereon are based on the East Line of Loren Avenue, Home Acres, having a bearing of N 00°08'05" E, (Assumed).
3. See Legal Description on Sheet 1 of 2.

HENRICH-LUKE & SWAGGERTY, LLC
surveyors & mappers
185 Wintle Street
Suite 1107
Lake Mary, Florida 32746
(407) 647-2346
FAX: (407) 647-8068
Licensed Business No. 7276

Job No: E-8974
Date: 6-6-13
Drawn By: MIL
Scale: 1"=100'

Mark P. Luke, PE
Professional Surveyor & Mapper
Florida Registration: 80006

NOT VALID WITHOUT THE SEAL, SIGNATURE AND THE ORIGINAL RIGID SEAL OF A FLORIDA-LICENSED SURVEYOR AND MAPPER.
NOT VALID WITHOUT LEGAL DESCRIPTION.

SHEET 2 OF 2
RELEASE OF EASEMENT RIGHTS

THIS RELEASE OF EASEMENT RIGHTS (the “Easement Release”) is given as of this 24th day of September 2014, by Bubbalou’s, Inc., (Bubbalou’s), a Florida Corporation, whose address is 558 W. New England Ave., Suite 210, Winter Park 32789, Orange County, Florida.

WHEREAS, a non-exclusive easement for motor vehicle and pedestrian ingress and egress over, across and through the easement area was granted to Bubbalou’s from Benjamin Partners, Ltd. and recorded in Orange County, Florida, on June 28, 2013, in ORB 10593, Page 1661, burdening the real property more particularly described in Exhibit “A” and depicted on Exhibit “B”, both of which are attached hereto and incorporated herein (hereinafter the “Easement Area”); and

WHEREAS, it is the purpose and intent of Bubbalou’s to release any and all easement rights within the aforementioned Easement Area as described in Exhibit “C”, the Access Easement, which is attached hereto and made a part hereof.

NOW THEREFORE, Bubbalou’s does hereby remise and release the herein above described premises from all easement rights and interests acquired by said corporation pursuant to the aforementioned plat and legal descriptions attached hereto.

IN WITNESS WHEREOF, the said Bubbalou’s corporation has caused these presents to be executed the day and year first above written.

DANIEL B. BELLOWS, President
Bubbalou’s, Inc.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me the 2nd day of September 2014, by Daniel B. Bellows acting in his capacity as the President of Bubbalou’s, Inc., a Florida corporation. He is personally known to me.

Affix Notary Stamp

BRITTNEY JAMES
Notary Public - State of Florida
My Comm. Expires Jan 21, 2017
Commission # EE 868569

Signature of Notary
Print Name: Brittney James
Commission Expires: 1/21/2017
LEGAL DESCRIPTION:

A PART OF HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 14, BLOCK "C", HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE RUN N 00°08'05"E ALONG THE WEST LINE OF SAID LOT 14 AND NORTHERLY EXTENSION THEREOF, A DISTANCE OF 50.00 FEET TO THE INTERSECTION OF SAID LINE WITH THE SOUTH LINE OF KINDEL AVENUE FOR A POINT OF BEGINNING; THENCE RUN N 90°00'00"W A DISTANCE OF 50.00 FEET; THENCE RUN N 00°08'05"E A DISTANCE OF 73.84 FEET TO A POINT ON THE SOUTH LINE OF FUTURE MORGAN AVENUE; THENCE RUN N 90°00'00"W A DISTANCE OF 73.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,692 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTES:

1. The above described land lies within Section 1, Township 22 South, Range 29 East, Orange County, Florida.
2. Bearings shown hereon are based on the West Line of Lot 14, Block "C", Home Acres, having a bearing of N 00°08'05" E. (Assumed).
3. See Drawing on Sheet 2 of 2.
EXHIBIT B
SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SURVEYOR'S NOTES:
1. The above described land lies within Section 1, Township 22 South, Range 29 East, Orange County, Florida.
2. Bearings shown hereon are based on the East Line of Loren Avenue, Home Acres, having a bearing of N 00°08'05" E, (Assumed).
3. See Legal Description on Sheet 1 of 2.

HENRICH-LUKE & SWAGGERTY, LLC
surveyors & mappers
185 Middle Street
Suite 1101
Lake Mary, Florida 32746
(407) 847-7346
FAX (407) 847-8867
Licensed Business No. 7276

Job No: E-8974
Date: 6-6-13
Drawn By: MIL
Scale: 1"=100'

Mark M. Luke
Professional Surveyor & Mapper
Florida Registration No. 5006

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL REGISTRATION SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

K SHEET 2 OF 2
ACCESS EASEMENT

THIS ACCESS EASEMENT (the "Easement Agreement") is made and executed by BENJAMIN PARTNERS, LTD., a Florida limited partnership (hereinafter the "Grantor") to and in favor of Bubbalou's, Inc, a Florida Corporation whose address is 1471 Lee Road, Winter Park, Florida, 32789 (hereinafter the "Grantee").

RECITALS

A. Grantor is the owner of record of the real property, located in Orange County, Florida, which is legally described on Exhibit "A" and depicted on Exhibit "B" both of which are attached hereto and incorporated herein (hereinafter the "Easement Area"); and

B. Grantee is a Tenant and occupies that certain parcel of real property, located in Orange County, Florida which abuts Loren ave and is legally described on Exhibit "C" attached hereto and incorporated herein (hereinafter the "Grantee's Parcel"); and

C. Grantor, subject to the terms and conditions set forth herein, desires to grant and convey to the Grantee and its successors in title, lessees, contractors, invitees, permittees, licensees, guests and authorized agents a non-exclusive easement for motor vehicle and pedestrian ingress and egress over, across and through the Easement Area.

NOW THEREFORE, for and in consideration of Ten and 00/100 Dollars ($10.00) and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby grants and conveys the Easement to the Grantee subject to the following terms and conditions:

1. Recitals. The matters set forth in the Recitals above are hereby adopted and incorporated herein as a material part of this Easement Agreement.

2. Grant of Easement. Grantor hereby grants and conveys to the Grantee, its successors in title, lessees, business invitees, guests, contractors and licensees, a perpetual and non-exclusive easement (the "Easement") over, across and through the Easement Area for the purpose of (i) affording the Grantee vehicular and pedestrian ingress and egress from the Grantee's Parcel to Morgan Lane, (ii) the right to enter onto the Easement Area for the purposes of maintaining the Driveway Improvements in the condition required hereunder. Notwithstanding any language set forth in this Easement Agreement to the contrary, under no circumstances shall the Grantee hereafter construct any permanent improvements within the Easement Area without, in each instance, having received the prior express written consent of the Grantor.

3. Effect of Easement. The Easement shall be deemed to have permanent force and effect from and after the date of recording of this Easement Agreement in the Public Records of Orange County.

EXHIBIT "C"
4. **Use of Easement Area.** The Grantee’s use and enjoyment of the Easement Area shall comply, in all respects, with any and all applicable governmental laws, ordinances, codes, rules, regulations and requirements (collectively, “Applicable Law”).

5. **Driveway Access Improvements.** The Grantor shall pay the costs and expenses associated with the construction and the maintenance of the Driveway Improvements. Prior to commencing construction of the Driveway Improvements, the Grantor shall arrange for the preparation of those plans and specifications (collectively, the “Driveway Access Plans”) that are required in order to apply for and thereafter obtain all of the governmental authorizations, approvals and permits that are required in order to lawfully construct the Driveway Access Improvements in accordance with Applicable Law (collectively, the “Permits”). The Grantor shall not submit the final Driveway Access Plans for approval by the City of Winter Park, Florida (the “City”) until such time as they have been approved by the Grantee whose approval thereof shall not be unreasonably withheld, conditioned or delayed.

6. **Construction of Driveway Access Improvements.** The Grantor shall cause the Driveway Access Improvements to be constructed in (i) compliance with the Driveway Access Plans, the Permits, the Driveway Contract and Applicable Law and (ii) a good and workmanlike manner and free of any construction liens encumbering the Easement Area or the Grantee’s Parcel.

7. **Maintenance of Driveway Access Improvements.** The Grantor shall keep and maintain the Driveway Access Improvements in good operating condition and repair, in accordance with the Permits and Applicable Law and, in any event, in a manner permitting the continued full use and enjoyment of the Easement by the beneficiaries thereof. Prior to undertaking any maintenance on, or repair of, the Driveway Access Improvements, the Grantor shall notify the Grantee, in writing, setting forth the nature of the repair or maintenance action required, the length of time estimated for such repair or maintenance action to be completed (in each case, a “Repair Notice”). Unless the Grantee shall have objected to a Repair Notice, in writing, to the Grantor within seven (7) days following its receipt thereof, the Grantor shall cause the repairs described in the Repair Notice to be made.

8. **Title.** Grantor represents and warrants to Grantee that it is the owner of record of fee simple title to the Easement Area and that the Easement Area is not encumbered by any mortgages, liens, easements or other encumbrances.

9. **Enforcement.** If any party shall be in default under this Agreement, or if any dispute shall arise concerning the interpretation of this Agreement, and if an action shall be brought in connection therewith in which it shall be finally (with no further appeal being available due to the expiration of appeal periods or otherwise) determined that such party was in default, or that the court agrees with one party’s interpretation of the disputed provision of this Agreement, the party determined by the court to be in default, or with whose interpretation of this Agreement the court does not agree, shall pay to the other party all reasonable attorneys’ fees and litigation expenses incurred or paid by the other party in connection therewith.

10. **Interpretation and Construction of Easement Agreement.** The headings herein are used only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms and provisions thereof. Wherever used herein, the use of any form of verb shall be deemed to include the singular and plural forms, and the use of any pronoun shall be deemed to include the masculine, feminine and neuter forms, and the singular and plural forms, as appropriate in the context. Each party has consulted with legal counsel regarding this Agreement and,
therefore, the contents hereof shall not be construed more strongly in favor of one party over the other.

11. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement shall not be modified or amended in any respect except by a writing executed and delivered by the parties hereto.

12. **Controlling Law.** This Agreement shall be governed by and interpreted according to the laws of the State of Florida.

13. **Indemnification.** Grantor hereby indemnifies and holds Grantee and its lessees, mortgagees, successors, and assigns of the Grantee’s Parcel harmless from and against any and all losses damages, injuries, or claims of any nature whatsoever which any of them may incur or sustain as a legal result of (i) its construction of the Driveway Access Improvements, (ii) its maintenance and repair of the Driveway Access Improvements, and (iii) its entry upon the Easement Area for the purposes of exercising the rights afforded it pursuant to the Easement.

14. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area.

15. **Notice.** All notices, approvals, consents, requests, or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed given on (a) the date of delivery, (b) the date delivery is refused, (c) the date of the third failed attempt, on three separate business days, to make delivery during normal business hours, or (d) the date delivery is refused, which delivery is made, attempted but failed, or refused at the intended recipient’s address above. Said addresses may be changed by delivery of notice thereof.

16. **No Dedication; Ownership.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement or Easement Area to the general public, for the general public, or for any public purposes whatsoever, it being the intention of the parties that the grant of easement hereunder be strictly limited to and for the purposes herein expressed. The parties expressly negate any construction of this Easement Agreement which implies or attributes joint or common ownership by the Grantor and Grantee of the Easement Area, other than the specific dominant tenements and servient tenements created hereby, or which implies the creation, establishment, or existence of any partnership, joint venture, or other such scheme of common ownership or common operation of the Easement or the Easement Area.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement on the date stated following their signatures, below.

Signed, sealed and delivered in the presence of:

Signature
Print Name: JESSICA L. ROBERTSON

Signature
Print Name: BRETT JAMES

GRANTOR:

BENJAMIN PARTNERS, LTD., a Florida limited partnership

by Bennett Ave Corporation as its general partner

By:
Name: Daniel Bellows
Title: President
Date: June 6, 2013

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on the 6th day of June, 2013, by Daniel Bellows acting in his capacity as the President of Bennett Ave Corporation, a Florida corporation, acting in its capacity as the general partner of Benjamin Partners, Ltd., a Florida limited partnership. He is personally known to me or has produced as identification.

Signature of Person Taking Acknowledgment
Print Name: JESSICA L. ROBERTSON
Title: Notary Public
Serial No. (if any): 1-23-16

Commission Expires: 1-23-16

JESSICA L. ROBERTSON
MY COMMISSION # EE 162621
EXPIRES, January 23, 2016
Bonded thru Notary Public Underwriting
GRANTEE:

Bubbalou's, Inc, a Florida Corporation

By: [Signature]
Name: [Print Name: BRADLEY J. DAVIS]
Title: [President ]
Date: June 6, 2013

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on the ___ day of June, 2013, by [Signature], acting in his capacity as the [President ] of Bubbalou's, a Florida Corporation. He is personally known to me or has produced ___ as identification.

Affix Notary Stamp

BRADLEY J. DAVIS
MY COMMISSION # EE 04806
EXPIRES: November 30, 2014
Bonded Thru Notary Public Underwriters

Print Name: [BRADLEY J. DAVIS]
Title: Notary Public
Serial No. (if any)
Commission Expires:
PUBLICATION EASEMENT AND MAINTENANCE AGREEMENT

This Public Access Easement and Maintenance Agreement ("Agreement") is entered effective this _23_ day of _June_, 2014, between the City of Winter Park ("City") and jointly and severally, the party of the second part, Benjamin Partners, Ltd. and Sydgan Corporation (hereafter jointly referred to as the "Developer").

For the consideration hereinafter mentioned, which consideration includes the exchange of mutual promises, the adequacy of which is deemed and agreed to be sufficient, the City and the Developer agree as follows:

RECORDS

WHEREAS, the Developer, representing Bubbalou's, Inc. has requested that the City vacate a portion of Loren Avenue within the Ravaudage PD area; and

WHEREAS, the City has vacated previously certain right-of-way in June, 2013, at the request of the Developer and to facilitate the development of the Ravaudage PD; and

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Public Access Easement and Maintenance Agreement
as presented in public City meeting held June 23, 2014

Page 1 of 11
WHEREAS, the City has vacated or will do so within sixty (60) days hereof, the requested portion of Loren Avenue (hereinafter referred to as the “Vacated Portion of Loren Avenue”) by ordinance; and

WHEREAS, the Developer has agreed to grant to the City an easement for public use of a private road running from the north end of the public street of Loren Avenue west to Bennett Avenue, (hereinafter referred to as the “Private Road”), more particularly described and shown on Exhibit “A” to this Agreement, (said exhibit being incorporated herein by reference), so as to avoid the creation of a dead-end street within the Ravaudage PD, and also for the purpose of providing public access into proposed parking garages for the Ravaudage project; and

WHEREAS, Exhibit “A” and the Private Road shall also constitute the Easement Area provided by this Agreement; and

WHEREAS, the City Commission of the City of Winter Park by approval of this Agreement has determined that this arrangement providing for the public use of the Private Road is in the municipal interest.

NOW THEREFORE, for the consideration previously acknowledged above, the parties covenant, agree and are bound as follows:

1. **Incorporation of Recitals.** The Recitals, including Exhibit “A” that describes the Private Road, are incorporated into the Agreement by reference and are fully made a part of this Agreement, and the same are fully binding upon the parties.

2. **Grant of Easement.** In consideration of the City’s past vacation of certain right-of-way within the Ravaudage PD and in specific consideration of the vacation of the Vacated Portion of Loren Avenue (also referred to as the “Easement Area”), the Developer hereby irrevocably grants an easement to all members of the public to use the Private Road in all lawful
and customary purposes for which the public may use a public road and right of way. Public use is subject to the condition that all uses shall be lawful and conducted in a reasonable manner in compliance with the laws and local ordinances concerning motor vehicle safety, vehicular traffic, and the operation of vehicles of any type (including non-motorized vehicles such as bicycles, and/or pedestrian use). All duly certified law enforcement officers may enforce the laws and local ordinances on or about the Easement Area, and this right is part of the easement granted.

3. **Term.** The term of this Agreement shall be ninety-nine (99) years. Unless the parties in writing mutually agree to terminate this Agreement upon expiration of the initial ninety-nine (99) year term, the Agreement shall extend automatically for successive and additional ninety-nine (99) year terms.

4. **Recordation of Agreement.** The easement granted in paragraph 2, above, shall be sufficient to establish the right of the public to use the Private Road for all lawful public purposes as provided therein. This Agreement shall be recorded to give due public notice of these rights conferred pursuant to this easement. The cost of the recordation shall be reimbursed by the Developer.

5. **Developer’s Expenses.** Developer agrees to pay the City Seven Hundred Fifty Dollars ($750.00) to cover the City’s time and expenses in processing this Developer request and time and expenses related to prior vacation of right-of-way as requested by the Developer.

6. **Standards and Maintenance.** Developer agrees that the Private Road subject to the public easement shall be permitted and constructed in accordance with City regulations, procedures and standards. The Developer agrees to abide by directives issued by the City Manager or his designee with respect to rulings concerning procedures and construction standards for the Private Road. In addition, the Developer agrees to abide by the City Manager’s
or designee's rulings on the standard of maintenance thereafter to be achieved and maintained during the term of the easement and this Agreement. The Developer and successors of the Developer shall be responsible for the expenses associated with maintaining the Private Road in accordance with City standards as the City may determine those standards to exist from time to time in the future. The Developer may maintain the road using its own forces (including this option being available to any successor of the Developer) or the Developer may contract with the City to maintain the Private Road and pay the expenses for such maintenance to the City pursuant to subsequent agreement.

If the Developer fails to maintain in accordance with City standards, then the City, pursuant to its right of easement and access conferred in paragraph 2, above, and pursuant to the specific rights of access and easement contained herein, shall have the right to enter upon the premises of the Private Road and any other surrounding property as reasonably necessary to effectuate appropriate repair and/or maintenance, and the cost of such maintenance or repair shall constitute a lien on all property of the Developer within the Ravaudage PD (including a lien upon all property of any successor of the Developer within the Ravaudage PD). Additionally, payment of Developer Expenses and costs identified in paragraphs 4 and 5 hereof are enforceable by lien and the provisions of this paragraph.

Except in a case of an emergency as determined by the City to put at risk the health, safety or welfare of persons in the community, the City shall give the Developer ten (10) days' written notice of any deficiency in repair or maintenance of the Private Road and shall allow the Developer the opportunity to cure the deficiency in repair or maintenance within the ten (10) day cure period or, if the nature of the default is such that the Developer cannot completely cure the problem within ten (10) days, the City, so long as there is not an immediate danger to the health,

Public Access Easement and Maintenance Agreement
as presented in public City meeting held June 23, 2014
safety or welfare of persons, shall allow the Developer to commence the cure within said ten (10) day period of time and thereafter to continuously work in a *bona fide* significant manner towards achieving a complete cure of the default. If the Developer fails to timely respond and cure in accordance with the standards set out in this paragraph, then the City shall have the remedy previously mentioned whereby it may access and enter the premises, effectuate the repair or maintenance, and liening the Developer or successor for all costs associated with the repair or maintenance. Additionally, the Developer or its successor shall be immediately liable to pay upon demand and subject to breach of contract action and to foreclose any such lien to enforce the payment of all amounts due if the City is required to effectuate a repair or to conduct maintenance of the Private Road.

7. **Assurance That Lots Currently Owned Or Controlled By The Developer Will Have Access Across The Existing Pavement On Loren Avenue, Even Following Vacation.** Notwithstanding anything in this Agreement to the contrary, all lots adjacent to or abutting the vacated portion of Loren Avenue, including but not limited to those lots currently owned or controlled by the Developer, Bubbalou’s, Inc. or any affiliate thereof, or any successor of any of them in title, shall irrevocably grant to the public, an easement over the existing roadway of Loren Avenue so that all of said lots are accessible. This easement shall terminate only at such time that the owner of any such lot shall enter an agreement with another or develops the land for a purpose that will render access by the public to such lot unnecessary as determined in the sole and absolute discretion of the owner of such lot. In such event the agreement showing that it is no longer necessary for the public to have access to such lot shall be recorded in the Public Records of Orange County.

*Public Access Easement and Maintenance Agreement as presented in public City meeting held* **June 23, 2014**
8. Public Dedication. The Developer shall dedicate to the City of Winter Park in ownership the easement property as public road right-of-way with respect to the easement established by this Ordinance. The timing of the dedication shall be upon development of the road in accordance with City standards, and acceptance by the City. Until such time the easement granted hereunder shall remain in full force and effect.


a. Venue of any dispute arising out of or related to this Agreement or the Private Road shall be exclusively in the court of appropriate jurisdiction in Orange County, Florida.

b. The law of Florida shall apply with respect to the enforcement of this Agreement.

c. The City has not waived its sovereign immunity pursuant to this Agreement. Therefore, the City is only responsible to perform the express provisions of this Agreement, and there are no other implied, equitable or common law obligations. The City reserves all of its rights, privileges and authority under the doctrine of sovereign immunity (including those rights set out in Section 768.28, Florida Statutes, as it may be amended, with respect to presuit notification procedures and limitations of liability).

d. There are no third party beneficiaries to this Agreement. Only Sydgan and Benjamin Partners, on the one hand (i.e., the Developer) and the City of Winter Park, on the other hand, shall have any rights pursuant to this Agreement. Notwithstanding, any successor to the Developer shall be bound by the duties and requirements imposed by this Agreement.
e. This Agreement shall be binding upon all successors of the parties, and shall run with the ownership of the Private Road.

f. In any litigation between or among the parties, each party shall bear its own attorneys’ fees and legal costs unless a cause of action may lawfully be brought pursuant to a statute which provides for an award of attorneys’ fees. There is no contractual right of attorneys’ fees with respect to the enforcement of this Agreement. Notwithstanding the foregoing, in the event the Developer receives notice of a default or deficiency respecting the need for repair or maintenance of the Private Road and fails to timely cure, the City of Winter Park shall have the right to recover its reasonable attorneys’ fees incurred in recovering the amount of damages necessary to recompense the City for the all costs it may incur in notifying the Developer of the deficiency, effectuating the repair or maintenance, liening the amount incurred, and legal process and procedures needed to collect the amount due from the Developer for such reasons. The reciprocity provision in Section 57.105, Florida Statutes, as it may be amended, shall apply only with respect to an action the City may bring to recover damages for a default in repair or maintenance of the Private Road.

g. The Developer irrevocably agrees that it will accept, as will its successors, all rulings made by the City Manager or his or her designee concerning the appropriate standard of the City of Winter Park governing repair and maintenance of the Private Road.
Agreed, as of the Effective Date first mentioned above. The parties acknowledge and accept all provisions in this Agreement by their signatures on the following pages:

Remainder of page intentionally left blank
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of June, 2014 by

Daniel B. Bellows, as President of BENJAMIN PARTNERS, LTD., who
is personally known to me or who has produced ____________________________ as
identification and who did take an oath and who acknowledged to me that he/she executed the
same for the purposes set forth herein.

Brittney James
Notary Public
(Name typed or printed)
Commission Expires: Jan 21, 2017

Public Access Easement and Maintenance Agreement

as presented in public City meeting held June 23, 2014
WITNESSES:

[Signatures]

SYDGAN CORPORATION

By: [Signature]

Print name: [Print name]

Title: [Title]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of June, 2014 by

[Name], as [Title] of SYDGAN CORPORATION, who is personally known to me or who has produced ___________________________ as identification and who did take an oath and who acknowledged to me that he/she executed the same for the purposes set forth herein.

[Seal/Stamp]

M. Brittney James

NOTARY PUBLIC

(Name typed or printed)

Commission Expires: Jan 21, 2017

Public Access Easement and Maintenance Agreement
as presented in public City meeting held June 23, 2014
CITY OF WINTER PARK, FLORIDA

By: Kenneth W. Bradley
Print name: Kenneth W. Bradley
Title: Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24th day of July, 2014 by KENNETH W. BRADLEY, as Mayor of CITY OF WINTER PARK, FLORIDA, who is personally known to me or who has produced as identification and who did take an oath and who acknowledged to me that he/she executed the same for the purposes set forth herein.

Juanita Grant
NOTARY PUBLIC
(Name typed or printed)
Commission Expires: January 21, 2017

Public Access Easement and Maintenance Agreement
as presented in public City meeting held June 23, 2014
SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

DESCRIPTION:

THAT PORTION OF BLOCK "D", HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST; THENCE S00°59'56"W ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 1849.69 FEET; THENCE LEAVING SAID WEST SECTION LINE S89°00'04"E, A DISTANCE OF 41.01 FEET TO THE POINT OF BEGINNING; THENCE N90°00'00"E, A DISTANCE OF 244.77 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK "D"; THENCE S00°03'34"W ALONG SAID EAST LINE, A DISTANCE OF 50.00 FEET; THENCE LEAVING SAID EAST LINE S90°00'00"W, A DISTANCE OF 245.31 FEET; THENCE N00°41'00"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.28 ACRES MORE OR LESS.

SURVEYOR'S NOTES:
1. The lands as shown hereon lie within Section 01, Township 22 S., Range 29 E., Orange County, Florida.
2. This is not a survey.
3. This sketch does not reflect or determine ownership.
4. Bearings shown hereon are assumed relative to the West line of the Northwest 1/4 of the Northeast 1/4 of Section 01, Township 22 South, Range 29 East; said bearing being S00°59'56"W (assumed).
subject

Extend the sunset of the Golf Course Strategic Plan Task Force 2 months. The Task Force originally was to sunset on May 25, 2015, with this action will now sunset July 25, 2015.

motion | recommendation

Extend the Sunset to July 25, 2015 allowing the Task Force to complete their presentation.

background

Golf Task Force Members: Gary Diehl, Brian Furey, Matthew Hegarty, Steve Hoffman, Bill Neidlinger, Taylor Sacha, Jeff Shafer

The task force is finalizing their presentation with a target date of presenting to City Commission on June 22, 2015.

alternatives | other considerations

Conclude work without presentation to Commission.

fiscal impact

None
RESOLUTION NO. __________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, EXTENDING THE TERM OF EXISTENCE FOR THE GOLF COURSE STRATEGIC PLAN TASK FORCE; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City of Winter Park established the Golf Course Strategic Plan Task Force on August 25, 2014; and

WHEREAS, the Task Force held their first meeting on November 25, 2014; and

WHEREAS, Section 2-46 of the Municipal Code provides that all subsidiary boards of the City shall be established in Chapter 2, Article III, Division 1 of the Code of Ordinances of the City of Winter Park; and

WHEREAS, Section 2-47 of the Municipal Code enumerates all subsidiary boards of the City, and the Task Force is not there established; and

WHEREAS, Section 2-48 of the Municipal Code provides general rules for all subsidiary boards of the City, and in subsection 2-48(n) allows for establishment of municipal task forces, each of which shall have a term of one hundred eighty (180) days unless the term is extended by action of the Commission; and

WHEREAS, by this Resolution the Commission of the City of Winter Park has determined that it is in the public interest to extend the term of the Task Force; and

WHEREAS, the City Commission of the City of Winter Park has determined that the term of the Task Force should be extended for two (2) months to allow it a reasonable opportunity to accomplish its important work.

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

SECTION 1. Extension of the Term of the Task Force. The term of the Task Force shall be extended for two (2) months, ending July 25, 2015. The City Commission may, by future resolution further extend the term of existence of the Task Force as it may determine advisable in the future.

SECTION 2. Severability. If any Section or portion of a Section of this Resolution 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 Resolution.
SECTION 3. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4. Effective Date. This Resolution 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 11th day of May, 2015.

______________________________
Steve Leary, Mayor

Attest:

______________________________
Cynthia S. Bonham, City Clerk