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

Meeting Procedures

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

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

Agenda

1 Meeting Called to Order

2 Invocation Reverend John D. Williams Sr., Ward Chapel AME
   Pledge of Allegiance

3 Approval of Agenda

4 Mayor’s Report
   a. Proclamation – Parks and Recreation Month
   b. Historic Preservation Board appointments and discussion

5 City Manager’s Report
### City Attorney’s Report

**Projected Time**

*Subject to change*

### Non-Action Items

**Projected Time**

*Subject to change*

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<tr>
<td>a. Library Task Force Report</td>
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### 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)

### Consent Agenda

**Projected Time**

*Subject to change*

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<td>a. Approve the minutes of June 8, 2015.</td>
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<td>b. Approve the following contracts:</td>
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<tr>
<td>1. Piggyback contract with HD Supply Waterworks, Ltd. for water/wastewater material alliance extension agreement No. 895; and authorize the Mayor to execute contract.</td>
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<td>2. Piggyback contract with CycleHop, LLC for Bicycle Sharing System; and authorize the Mayor to execute contract.</td>
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<td>3. Piggyback contract IFB15-0017 with Layne Inliner, LLC for storm line rehabilitation cleaning and video recording; and authorize the Mayor to execute contract and proposal.</td>
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<tr>
<td>5. Amendment 3, RFQ-2-2012, Continuing Contracts for Professional, Architectural, &amp; Engineering Services. Discipline: Surveying Services to Southeastern Surveying and Mapping Corporation; and authorize the Mayor to execute Amendment.</td>
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### Action Items Requiring Discussion

**Projected Time**

*Subject to change*

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<tr>
<td>a. Florida League of Cities Conference Voting Delegate</td>
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<td>b. Citizens Century Collection Recognition Policy</td>
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<tr>
<td>c. Real Estate Purchase and Sale between Orange County School Board, City of Winter Park and UP Fieldgate US Investments and Indemnity Agreement between the City and UP Fieldgate US Investments – Winter Park LLC</td>
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## Public Hearings

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<tr>
<th>Subject</th>
<th>Description</th>
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| **a.** Request of the Winter Park Racquet Club, Inc. for the property at 211 Via Tuscany: | - Ordinance – To amend the “comprehensive plan” Future Land Use map to change from Single Family Residential to an Open Space and Recreation Future Land Use designation (2)  
- Ordinance – To amend the official zoning map to change from Single Family (R-1AAA) District zoning to Parks and Recreation (PR) (2)  
- Conditional use approval to amend the site plan layout for the Racquet Club to add the property at 211 Via Tuscany, eliminate the north driveway and to make other site modifications. | 20 minutes |
| **b.** Request of Tower Acquisition Partners LLC: | - To amend the conditional use approval previously granted to the property at 170 S. Knowles Avenue/170 East Morse Boulevard in 2007 to allow for modifications to the multi-family project to now be composed of three units, three stories and 19,935 square feet of residential living area and garage | 20 minutes |
| **c.** Request of Icon Residential: | - Conditional use approval to redevelop the 3.45 acres collectively referred to as 1800 Lee Road, including the tax parcels of 1746/1800/1802/1806/1810/1814/1818/1824/1828/1832 Lee Road for a 30 unit townhouse development (cluster housing). | 15 minutes |
| **d.** Ordinance – Amending the Land Development Code to clarify language by removing the antiquated term “Servant” (1) | | 10 minutes |
| **e.** Resolution – Approving the execution of the Quiet Zone Improvement Agreement with the Florida Department of Transportation | | 10 minutes |
| **f.** Request of Javier Omana and Chris Hite for the property at 426 West Lyman Avenue: | WITHDRAWN BY THE APPLICANT  
- Ordinance – To amend the “Comprehensive Plan” Future Land Use Map to change from Single Family Residential to Low Density Residential (1)  
- Ordinance – To amend the official zoning map to change from Single Family (R-1A) District zoning to Low Density Residential (R-2) District zoning (1) | WITHDRAWN |
The following public hearing must be held at 5:00 p.m. or as soon thereafter:

g. Request of Unicorp National Developments, Inc.:
   - Ordinance – Adding a new comprehensive plan policy to the text of the Future Land Use Element within the U.S. Highway 17-92 corridor study area “J” to allow for a Floor Area Ratio of up to 60%, conditioned upon use for parking with both public and private parking benefit (1)
   - Ordinance – Amending Chapter 58 “Land Development Code”, Article III, “Zoning” to change within Section 58-76 Commercial (C-3) District, Subsection (E) Development Standards to allow for a Floor Area Ratio of up to 60%, conditioned upon use for parking with both public and private parking benefit (1)

12 City Commission Reports

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

*Projected Time
*Subject to change

10 minutes each

appeals & assistance

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

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

<table>
<thead>
<tr>
<th>issue</th>
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<tr>
<td>Quiet Zones</td>
<td>Grant funds agreement received, are being reviewed and negotiated.</td>
<td>Completed. Agreement on June 22, 2015 agenda.</td>
</tr>
<tr>
<td>Railroad crossing update</td>
<td>Grade crossing repairs included in a CIP managed by FDOT.</td>
<td>Contracts to be awarded by August 2015.</td>
</tr>
<tr>
<td>Future tree plantings</td>
<td>FY 2015 to date – 289 trees planted.</td>
<td>Street tree inventory has started.</td>
</tr>
<tr>
<td>MLK (Rollins) Restroom</td>
<td>Plans complete. Rollins will be contracting.</td>
<td>Project in for permitting. Contractor anticipated to break ground by end of June. Construction will take approximately (four) 4 months.</td>
</tr>
<tr>
<td>Historic Preservation Ordinance</td>
<td>Draft approved by the Historic Preservation Board. Work session scheduled for June 17 at 6:00 p.m. to review with citizens group.</td>
<td>To be determined based on work session outcome.</td>
</tr>
<tr>
<td>Underground electric</td>
<td>Refinement/update of policies re: undergrounding of overhead electric service wires</td>
<td>TBD – July 2015</td>
</tr>
<tr>
<td>Lake Lillian Restoration</td>
<td>This project is underway at Mead Botanical Garden.</td>
<td>Pond excavation is complete and boardwalk replacement and planting will be complete by end of June.</td>
</tr>
<tr>
<td>Visioning Steering Committee</td>
<td>Next meeting scheduled for August 4 at 3:00 p.m. in Welcome Center. Continuing to host stakeholder meetings. Inviting community to participate at <a href="http://www.visionwinterpark.org">www.visionwinterpark.org</a></td>
<td>On-going activities.</td>
</tr>
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</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.
Final Report of the City of Winter Park Library Facility Task Force
June 22, 2015

Sam Stark, Chair
Gary Barker
Daniel Butts
Jeffry Jontz
Nancy Miles
Joel Roberts
Jan Walker
Chip Weston

Shawn Shaffer, Winter Park Public Library Executive Director
Randy Knight, City Manager
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Appendix C: Space Planning Worksheet for WPPL
Appendix D: Community Forum Presentation & Comments
Appendix E: Transportation Study
Appendix F: Soil Borings Report
Appendix G: City of Winter Park Rental Facility Listing
Appendix H: Winter Park and Regional Services and Spaces
Appendix I: Letter of Support from Valencia College
Appendix J: Education and Enrichment Opportunities for Children
Appendix K: Education and Enrichment Opportunities for Teens
Appendix L: Education and Enrichment Opportunities for Adults
Appendix M: Possible Programming Collaborators and Community Education Opportunities
Appendix N: “The 21st Century Community Library as a Platform for Real World Problem Solving”
Appendix O: All Sites Considered
Executive Summary

Directive from the Commission
The original charge of the Task Force was to make recommendations to the Commission on the need, location, costs and funding strategies for a new or remodeled Library facility. On December 8, 2014, following extensive and compelling evidence supporting the critical need for a new facility, evaluating multiple site opportunities and considering cost and funding strategies, the Winter Park City Commission extended the work of the City’s Library Facility Task Force for an additional six months. The new directive for the Task Force, unanimously approved by the Commission, was to refine the program/space planning for a potential new library; to consider fundraising philanthropy in the context of determining total project costs; and to more fully explore the following sites: the City Hall Annex site, the Civic Center site and the current site. The Task Force was also directed to hold an open period for 60 days during which additional location options suggested by residents would be considered.

Space and Program Recommendation
After exhaustive research and consultation with national, state and local resources, the Task Force recommends a facility of 50,000 square feet to be divided among collection space, reader seating areas, civic engagement space, electronic commons, special use areas, local history and non-assignable space. These recommendations are for core services and collections only and do not include “enhanced use areas” (e.g. teaching kitchen, auditorium, digital theater).

Location Recommendation
After an additional six months of Task Force meetings and five public forums, the Task Force unanimously recommends the north sector of the Civic Center/Martin Luther King Jr. Park site as the preferred location for a new Winter Park Public Library. Placement of the new WPPL facility at this site provides the best possible combination of opportunities to the Library, the City and its residents. This site activates an underutilized sector of the park, does not necessitate a parking structure and creates opportunities to extend the experience of the “city core.” This site has fewer physical dimensional constraints, provides for future flexibility and advancement, enriches the lives of residents, and represents a longer lasting and sustainable library, park, and community asset.

The Task Force believes the other two sites remain as viable alternatives and can be explored only after exhaustive measures and effort is given to the Civic Center/MLK Park site.

Cost Projections
Cost projections vary depending on the scope of the project and site. Estimates range from $15.3 million to $22.7 million.

Funding Strategies
On December 8, 2014, the Commission voted 5-0 to establish the City’s initial investment in a new Library facility to be $15 million. The Library Board of Trustees has committed to an initial fundraising goal of $2 million and has engaged the services of a consultant to conduct a feasibility study that will help determine fundraising strategy. The Library will aggressively pursue grants from local and national organizations including a $500,000 grant from the Florida Division of Library and Information Services. Additionally, there are potential community partnerships that may become a source of funds for the facility.

Requested Action Items
1. The Task Force requests the Commissioners to approve the location recommendation made by the Task Force.
2. The Task Force requests that the Commissioners give the directive for the selection of qualified professionals to further develop detailed design and pricing documents for a specific site for the new library on the northern sector of the Civic Center/Martin Luther King, Jr. Park.
Library Facility Task Force Members

Below are the members of the Library Facility Task Force. Five members were appointed by the City Commission and three were appointed by the Board of Trustees of the Winter Park Public Library.

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<tr>
<th>Task Force Members:</th>
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<tr>
<td><strong>Gary Barker</strong></td>
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<tr>
<td>appointed by Commissioner</td>
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<tr>
<td>Carolyn Cooper</td>
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<tr>
<td><strong>Daniel Butts</strong></td>
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<tr>
<td>appointed by the WPPL</td>
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<tr>
<td><strong>Jeffry Jontz</strong></td>
</tr>
<tr>
<td>appointed by the WPPL</td>
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<tr>
<td><strong>Nancy Miles</strong></td>
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<tr>
<td>appointed by Commissioner</td>
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<tr>
<td>Tom McMicken</td>
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<tr>
<td><strong>Joel Roberts</strong></td>
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<tr>
<td>appointed by Mayor Ken Alday</td>
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<tr>
<td><strong>Sam Stark</strong></td>
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<tr>
<td>appointed by Commissioner</td>
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<tr>
<td>Steve Leary</td>
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<tr>
<td><strong>Jan Walker</strong></td>
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<tr>
<td>appointed by the WPPL</td>
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<tr>
<td><strong>Chip Weston</strong></td>
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<tr>
<td>appointed by Commissioner</td>
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<tr>
<td>Sarah Sprinkel</td>
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<th>Ex-officio Members:</th>
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<tr>
<td><strong>Shawn Shaffer</strong></td>
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<tr>
<td>Executive Director of the</td>
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<tr>
<td>WPPL</td>
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<tr>
<td><strong>Randy Knight</strong></td>
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<tr>
<td>City Manager</td>
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Introduction

We stand at a crossroads. There is no question as to whether the residents of Winter Park need a new facility to house a library capable of meeting its present and future library needs. The data, the experts, the planners and the community have answered that question resoundingly and undeniably in the affirmative. The opportunity before us is for the Winter Park City Commission to unite a bold vision with a clear plan of action that embraces the challenge of engaging and empowering residents as they move forward in a 21st century that requires access to information, knowledge and networks.

In addition to the expected best practices of research, benchmarking, consultants, and engaging professional expertise, the Task Force held, as a core value throughout this process, honoring input from our community. Along with an enthusiastic open invitation for the public to attend our meetings and our public forums, we have held dozens of one-on-one meetings with interested and concerned individuals. The end result has been an even richer and more robust process throughout which our community helped shape the process and the progress of our Task Force. We are deeply indebted to our fellow citizens whose passion for Winter Park’s public resources led us to an incredible opportunity for the Library and our community.

“The library, the most democratic of public institutions, is the essential civil society space where this new America will take its democratic character. The library is a core civic society institution, democracy’s ‘maker space.’”

- Amy K. Garmer
The Aspen Institute
Summarizing the Process – June to December 2014

Looking Back So We Can Look Forward
For almost 130 years, the Winter Park Public Library has served residents as a manifestation of the City’s passion for learning and knowledge, a hallmark of our City from its inception that endures today. A key to the success of the Library has been its ability to evolve with the needs of its residents, something made possible by its century-long partnership with the City of Winter Park. It has been a long and fruitful partnership, providing residents with the library materials, programs and services they need to be informed, educated and entertained.

Founded by nine women who believed Winter Park deserved learning opportunities similar to those in the northern towns from which they came, the Library was first housed on the front porch of early resident Evaline Lamson in December of 1885. A year later, the Library moved to a spare room in the Winter Park Company offices at the southwest corner of New England and Park Avenues, where it remained for 16 years. The first permanent, stand-alone library building was built on the south end of Interlachen Avenue. It was at this location that the City began to directly support the Library by providing water and electricity to the building in 1914. The Library on Interlachen Avenue expanded multiple times, eventually constructing a new building directly in front of the first on the same site. In 1979, under the leadership of Rachel Murrah, it moved to its current location at 460 E. New England Avenue and into a building constructed and owned by the City of Winter Park. The two-story building on New England Avenue was built with the intention of expanding it with a third floor when the need arose, which happened in 1995. Despite having five buildings at four different locations, the purpose of the library has remained the same: to empower residents with access to information and to encourage literacy.

The Library Facility Task Force Begins
This Facility Task Force has dedicated itself to a thorough, thoughtful and complete process, endeavoring to be transparent and inclusive of community input at every opportunity. A full description of its work, conclusions and recommendations up to December 8, 2014, as well as a wealth of support materials, is available in the “Report of the City of Winter Park Library Facility Task Force,” which is accessible online at www.wppl.org/FutureWPPL.

The following is a summary of the formation of the Task Force and its work prior to its extension in December 2014.

June 8, 2014: Library Board holds a workshop with the City Commission to present its conclusion: that the current facilities no longer suffice; requests appointment of Task Force for further study.

August – September 2014: Task Force fully investigates current Library facility and researched U.S. library trends; views possibilities for where in the City a facility might be.

August 2014: Task Force receives an interactive briefing from The Douglas Company on the status of the current building and the potential cost and logistics of renovating it.

September 17, 2014: Task Force holds its first public forum at the Winter Park Women’s Club. Eight break-out groups report with clear consensus that a library facility serving Winter Park in the future must:
1. Be a source of education and information for people of all ages.
2. Be a flexible space that can change with technology and community needs.
3. Have access to technology and be capable of adapting to new technologies.
4. Be configured for partnerships, collaboration and creativity.

September 23, 2014: Based on current building’s clear deficiencies in the areas of capacity, accessibility, flexibility and technology, the Task Force unanimously votes that a new Library facility is necessary.

October – November 2014: Using research and public input, Task Force clarifies vision for a new or renovated facility.

October – November 2014: Task Force begins review of possible site for new facility in context of its developing program vision and a comprehensive list of criteria.

October 30, 2014 – Task Force holds two public forums, soliciting public input about the following possible sites:
• Current Library Location: renovate/expand or scrape site and build new at 460 E. New England Ave.
• Adjacent to City Hall property at 401 S. Park Ave.
• Rachel D. Murrah Civic Center site at 1050 W. Morse Blvd.
• Winter Park Post Office site at 300 N. New York Ave.

November 2014: Task Force works with Library staff, Clyde Scoles and the City’s continuing services architectural consultants, ACi Architects, to develop preliminary cost analyses for all possible locations

November 2014: Task Force engages staff and community experts to develop potential funding strategies as well as an analysis of potential operating costs in a new facility.

November 12, 2014: Task Force ranks possible sites using location, cost, accessibility, green space, walkability, timing and adjacencies as criteria. Final ranking from Task Force is
1. Winter Post Office site
2. Adjacent to City Hall site
3. Rachel D. Murrah Civic Center
4. Current site with new building
5. Expansion/refurbishment of building on current site

December 8, 2014: Task Force presents findings and recommendations to the City Commission. Commission accepts Task Force recommendation regarding to need and extends it an additional six months to further address potential sites, clarify building program and investigate funding strategies.
Summarizing the Process – December 2014 to Present

Task Force Extended
At the December 8, 2014 City Commission meeting, the Task Force was extended an additional six months by a unanimously approved motion comprised of the following elements:

- directed refinement of the program/space planning for a new library and specified the investment of up to $50,000 in architectural/design programming services in order to further develop a program space plan.
- directed that the City’s initial investment be established (limited) at $15 million which ultimately may or may not determine project costs.
- directed that fundraising and philanthropy be considered to determine total project costs.
- directed the further investigation of three sites: the City Hall Annex site, the Civic Center site, the current site.
- directed that the Task Force consider site suggestions from the public for 60 days.

Outreach and Public Involvement
Although it may seem that this process has taken a longtime, the value in it has been that the Task Force has been able to spend more time introducing ideas to and getting feedback from the residents. Over the last 11 months, the following have generated public involvement and feedback:

- Task Force website at www.wppl.org/FutureWPPL
- five well-attended public forums at various community locations
- listening session and Q&A at The Cloisters
- presentation and Q&As with “Heart of Winter Park” advocacy group
- presentation to Winter Park Chamber
- meeting with Teen Advisory Board (see results of teen input in Appendix A)
- one-on-ones with community members with specific concerns
- FutureWPPL@wppl.org email address for public questions
- updates and forum invitations to various social media
- presentation with Q&A to Winter Park Women’s Club
- open relationships with local media regarding Task Force process

Methodology: Refinement of Program and Space Planning
In addressing the Commission’s first directive to refine the program and space planning, the Task Force developed and applied a matrix to determine the square footage shown in the program schemes. A key resource in our investigation of the space needs and program was the advice and expertise of Clyde Scoles, Executive Director at Toledo-Lucas County Public Library and a nationally recognized expert in library facilities and construction. His expertise and four decades in library leadership have been invaluable to our process. A full list of Scoles’ credentials can be viewed in Appendix B. Clyde met with library staff February 19 – 20, 2015. He solicited their input on current building problems and needs in a new building. In addition to Scoles’ input, we also consulted the following resources to develop our space needs.

Early in the process, we used “Public library space needs, a planning outline,” a document by Anders Dahlgren from Library Planning Associates. Our spreadsheet using these formulas for calculating space needs to accommodate the collection and activities of a new Winter Park Public Library can be viewed in Appendix C.
Additionally, we consulted with the American Library Association about standards for public library buildings. Its response to the Task Force was: “ALA no longer sets prescriptive standards for libraries in America. The reason for this is that each library serves a different community with different needs. For example, a public library serving a community with many young families wants and needs a library with different facilities and services than a library serving a similar size population with a high percentage of empty-nesters and retirees”.

We consulted with professionals at the Florida Division of Library and Information Services regarding state facility standards. The standards are in the process of being revised at this time. “The new standard will state: Libraries offering a wide array of programs and services for a variety of age groups and/or special collections should plan larger buildings than these minimally acceptable sizes.” Further the new standards state “The major factors for determining the size of library facilities include the size of population served, proximity of other libraries available to the population served, materials shelving needs, public and staff seating, equipment and technology, programs and services, and the number of service desks.”

Methodology: Examination of Sites
Over the course of the Task Force’s 11 months of study, we evaluated 14 sites, two of which were brought to our attention during the 60-day period the Commission asked us to open for additional community suggestions. A table listing all locations investigated by the Task Force and the result of the Task Force’s investigation of them can be viewed in Appendix O.

In its investigation of the Commission-directed sites, ACi Architects performed numerous services to provide the Task Force a complete understanding of the possibilities and challenges involved in each site. ACi Architects worked in collaboration with the following:

- Task Force public input forums (see Appendix D)
- The Cloisters Homeowners Association
- City of Winter Park Sustainability Board
- City of Winter Park Parks & Recreation Board
- City of Winter Park Pedestrian and Bicycle Advisory Board
- In-house City Architect Kris Stenger
- Library Staff
- Library Teen Advisory Board (see Appendix A)
- Library facility standards/best practices experts and cost experts

From December 2014 to June 2015, Task Force members and ACi Architects conducted the following activities to gather research and data for use in clarification of the sites and program:

- Visited new community libraries in Central Florida and nationally.
- Researched 21st century library space needs standards, best practices and peer library benchmarking.
- Space needs program evaluation with library staff and Clyde Scoles
- Based on the “Preliminary Space Program,” created block-and-stack diagrams for each site to indicate horizontal and vertical functional requirements and to ensure that valid building program footprints and site circulation were feasible. These were used to “test fit” the library program onto the three Commission-directed sites.
- Assessed pros and cons of each Commission-directed site using the following considerations:
  - Civic engagement
  - Future expansion/flexibility
  - Place-making
  - Street presence
Methodology: Examination of Costs
ACi Architects consulted the cost experts at Wharton Smith as well as other customary costing sources. For ease of reference, the full methodology used to calculate costs can be found in the report findings section “Examination of Costs” on page 51.

By the End
By the time the Task Force will have completed its duty in June, its activities will have encompassed the following:

- 11 months of investigation, research, listening and discussing
- 37, 90-minute Task Force meetings
- 5 community forums designed to communicate the Task Force’s progress and get input from the public
- 2 Commission workshops and 2 commission meetings
- a group visit to the Melrose Center at the Central Branch of the Orange County Library System

“What libraries need is to be more intentional in the ways that they deploy resources in the community, and more deeply embedded in addressing the critical challenges facing the community. This will require a level of flexibility and adaptability to change as community needs change.”

- Amy K. Garmer
  The Aspen Institute
Investigation of Current Use and Users

Current Patrons and the Facility That Serves Them
Over 11,000 cardholders actively use the Winter Park Public Library each year – fully a third of the City’s population in card numbers alone. It crucial to note that this is not a true representation of the number who use the Library because many cards are used as family accounts, with a single card representing parents, children and others in the household.

Each day, an average of 650 people visit the WPPL. They go for a variety of reasons: research, self-directed education, instruction, cultural enlightenment, shared space and quiet study.

WPPL patrons read for information and pleasure. In 2014, they checked out items from the collection nearly half a million times. The users are active and engaged - on any given day, the WPPL has over 1,000 requests for titles processing and fills every month over 1,800 holds. On average, roughly 25 percent of the Library’s collection is checked out at all times.

The WPPL is busy. Each Tuesday morning, over 70 children learn about music, language, words, and play at the regularly scheduled storytime classes. With only 68 parking spots, it’s difficult for parents and other patrons to find a space. The WPPL is 32 spaces short of the required 100 spaces needed to meet City Code. The same scenario repeats itself Wednesdays and Thursdays as well.

A four-day transportation study conducted at the Library from May 2-5 determined that over 90 percent of its 650 visitors arrive by car each day, which confirmed the results of a smaller transportation study conducted in December 2014. For the full results of the transportation study, see Appendix E.

There are 1,789 square feet in the Library Children’s Area to serve over 600 active youth cardholders from birth to 5th grade, a number that’s artificially low because many younger patrons don’t have their own cards. Imagine 600 children being served out of a facility the size of an average family home. Now imagine squeezing in over 32,000 children’s items which circulated over 210,000 times in 2014. This results in tall shelves not accessible to children and narrow aisles that, in some cases, cannot accommodate wheelchairs.

Due to space constraints, the WPPL must continually remove books from its children’s collection as it add new materials. Between 2013 and 2015, Library staff were forced to weed nearly 30,000 items due to lack of available building space. Most of this weeding occurs in our Children’s Area.

As per library best practices, the WPPL removes items which don’t circulate. But for the last few years, staff have been forced to adjust criteria to remove items that simply circulated less than others. Of the 30,000 volumes recently weeded, over half of them had circulated more than 40 times and none were more than five years old.

The current collection of 140,000 volumes still exceeds capacity by approximately 20,000 volumes; shelving capacity maxed out over 10 years ago.

It’s true that digital items don’t take up space and that demand for digital items will grow in the future. The WPPL does currently carry digital copies of many titles, but an equally large number of titles are not available digitally due to publishing licensing restrictions. Additionally, the current cost of digital items for libraries is in some cases 200-300% higher than the cost to the average consumer. As good stewards of its funding, Library staff must make difficult decisions. For example, staff could purchase a current, bestselling title in ebook format for $87 (which may or may not be licensed as “metered access”, requiring it to be repurchased after a specified amount of time or checkouts have occurred) or staff could purchase four copies of the physical book for the same price – all to meet the same demand.
There are also accessibility issues to consider, both physical and digital. Not everyone can afford an e-reader nor has the manual dexterity to manage one. Staff purchase audiobooks and large print books for those with vision challenges and these items take up more space than their traditional book counterparts.

Accessibility extends further than the items in the collection. There are difficulties in serving patrons with physical or mobility challenges. ADA (Americans with Disabilities Act) requirements mandate larger aisle openings and widths, larger bathrooms, elevators and entrances. – but there isn’t enough space to make these critical and required improvements.

The existing Community Room only has the capacity to seat 60, but many Library events consistently draw crowds which exceed the room’s capacity and force staff to turn people away.

The Winter Park History and Archives Collection is at maximum capacity and many historical documents can’t be properly cataloged. The room needs climate control to meet preservation standards.

The current building has design constraints that can’t be addressed without major renovation. When the third floor was added, the computer server room, which houses computer equipment that operates the WPPL’s crucial operating systems, was placed next to the bathroom - a fact that means the Library is one burst pipe away from potential disaster. Unfortunately, limitations of the building configuration means that all critical data wiring extends down through that room and cannot be rerouted without major structural overhaul.

Every day, an average of over 100 laptop and mobile device users study and research in the current building. These users often experience difficulty in find a outlets to plug-in and the building’s outdated electrical system means staff make frequent trips to the breaker to get power back online. The lack of electrical outlets also limits how space can be configured to meet patron needs.

With over 650 visitors each day, there aren’t have enough reading and study space for patrons. There are only 177 seats available to the public.

In 1995, when the third floor was added, Winter Park’s population was 23,699. Now, in the same space, the WPPL serves a city with a population of nearly 30,000.

Today’s Winter Park’s library users are active and many are tech-savvy. If trends continue, the users of tomorrow will be even more so. Unfortunately, the current facility lacks the space, mechanical, and technological efficiency to meet their need for traditional library services, much less the 21st century library services Winter Park residents need.

“The library is first and foremost a place.... a place that promotes development in society. It is the family room of a community. That’s the vision, that’s the future.”

- Akhtar Badshah
Current User Demographics and Circulation

The majority of current cardholders are females 40+ and they account for the largest circulation block. An important caveat is that many of these women are also parents, spouses and caregivers who check out materials not only for themselves but for their families. Resident library cards are registered to a single user, but can have multiple named family members also granted access to the card, which results in the number of card registrations being far lower than actual users.

**2014 User Age Demographics:**

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Male 0-11</th>
<th>Female 0-11</th>
<th>Male 12-17</th>
<th>Female 12-17</th>
<th>Male 18-39</th>
<th>Female 18-39</th>
<th>Male 40-59</th>
<th>Female 40-59</th>
<th>Male 60+</th>
<th>Female 60+</th>
<th>Male 60+</th>
<th>Female 60+</th>
<th>Male 60+</th>
</tr>
</thead>
<tbody>
<tr>
<td>Female Child 0-11</td>
<td>309</td>
<td>12,555</td>
<td>13,001</td>
<td>12,555</td>
<td>34,404</td>
<td>34,404</td>
<td>47,226</td>
<td>47,226</td>
<td>26%</td>
<td>26%</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
</tr>
<tr>
<td>Female Young Adult 12-17</td>
<td>362</td>
<td>13,001</td>
<td>13,001</td>
<td>13,001</td>
<td>38,041</td>
<td>38,041</td>
<td>51,062</td>
<td>51,062</td>
<td>30%</td>
<td>30%</td>
<td>30%</td>
<td>30%</td>
<td>30%</td>
</tr>
<tr>
<td>Female Adult 18-39</td>
<td>890</td>
<td>119,770</td>
<td>119,770</td>
<td>119,770</td>
<td>289,440</td>
<td>289,440</td>
<td>364,210</td>
<td>364,210</td>
<td>30%</td>
<td>30%</td>
<td>30%</td>
<td>30%</td>
<td>30%</td>
</tr>
<tr>
<td>Female Adult 40-59</td>
<td>1,202</td>
<td>116,230</td>
<td>116,230</td>
<td>116,230</td>
<td>252,460</td>
<td>252,460</td>
<td>317,690</td>
<td>317,690</td>
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</tr>
<tr>
<td>Female Adult 60+</td>
<td>1,210</td>
<td>70,911</td>
<td>70,911</td>
<td>70,911</td>
<td>141,822</td>
<td>141,822</td>
<td>182,732</td>
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<tr>
<td>Male Adult 60+</td>
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<td>15%</td>
</tr>
</tbody>
</table>

**2014 Circulation Statistics by Age Group:**

(Numbers do not include electronic circulation statistics, such as ebooks, databases or digital magazines)

<table>
<thead>
<tr>
<th>Age Group</th>
<th>Male 0-11</th>
<th>Female 0-11</th>
<th>Male 12-17</th>
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<td>34,404</td>
<td>34,404</td>
<td>47,226</td>
<td>47,226</td>
<td>7%</td>
<td>7%</td>
<td>7%</td>
<td>7%</td>
<td>7%</td>
</tr>
<tr>
<td>Male Adult 0-11</td>
<td>11,309</td>
<td>11,309</td>
<td>11,309</td>
<td>11,309</td>
<td>22,618</td>
<td>22,618</td>
<td>33,936</td>
<td>33,936</td>
<td>33%</td>
<td>33%</td>
<td>33%</td>
<td>33%</td>
<td>33%</td>
</tr>
</tbody>
</table>
Geographic Distribution of Current Library Patrons

ACTIVE LIBRARY PATRONS
BY 2010 CENSUS
BLOCK GROUP

City of Winter Park
Florida

Legend

Winter Park Library

Active Patrons By Block Group

- < 100 Patrons
- 100 - 249 Patrons
- 250 - 499 Patrons
- 500 - 999 Patrons
- 1,000 - 2,503 Patrons

Buffers - 1, 2, 3, 5, and 10 Mile

Toll Roads

SUMMARY DATA - PATRONS AND ACTIVE PATRONS BY BUFFERED DISTANCE

<table>
<thead>
<tr>
<th>Buffer</th>
<th>All Patrons</th>
<th>In Buffer</th>
<th>% in Buffer</th>
<th>Active in Buffer</th>
<th>% in Buffer Active</th>
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<tr>
<td>10 Miles</td>
<td>30,962</td>
<td>29,457</td>
<td>95.07%</td>
<td>11,014</td>
<td>37.42%</td>
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<tr>
<td>5 Miles</td>
<td>30,962</td>
<td>27,408</td>
<td>88.52%</td>
<td>10,628</td>
<td>35.78%</td>
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<tr>
<td>3 Miles</td>
<td>30,962</td>
<td>25,608</td>
<td>86.77%</td>
<td>10,091</td>
<td>32.65%</td>
</tr>
<tr>
<td>2 Miles</td>
<td>30,962</td>
<td>20,021</td>
<td>64.66%</td>
<td>8,642</td>
<td>27.80%</td>
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<tr>
<td>1 Miles</td>
<td>30,962</td>
<td>6,285</td>
<td>20.33%</td>
<td>2,651</td>
<td>8.50%</td>
</tr>
</tbody>
</table>

Date: 2/13/2015
Project: LIB2150213
Source: Winter Park Library
Clarification of Space and Program Needs

A key directive from the Commission was to refine the space and program needs for a new facility. The methodology for this process can be viewed on page 8. It was a thorough process that involved input from library facility experts in Chicago, Wisconsin, Cleveland, Tallahassee and Central Florida, as well as from our own community. Much was discovered through these efforts, but a key discovery is this: **Determining library space needs for any given community is not a prototypical, commoditized, formulaic process. It is a process that must be customized to the needs and character of each community.**

Statement on program and space needs from Clyde Scoles:

“While questions always arise about space requirements for public libraries, there is no magic formula or algorithm for how large a library should be. In our planning activities, we encounter individuals – even seasoned architects and planners with extensive experience building offices, commercial development or homes – who assume there is a definitive formula for determining library space needs. This is simply not the case.

Architects and library administrators alike are deeply concerned about flexibility, sustainability and providing for myriad possible future uses. It is undisputable that the growing need to design an outstanding library is **the need to design for people rather than materials.** Originally, books occupied their territory and then the customers could fit into the leftover space.

Over the past 10 years, this need to design for people has significantly changed that ratio, and with that, all approaches to library design. Collections are being rethought, service points made much more flexible, and a variety of noise levels managed. Truly, keeping the customers and staff in focus, taking into account their technology needs and insuring that programming innovations will not impact existing workloads.

Regarding the Winter Park Public Library, the Task Force, library staff and the ACi Architects have diligently drilled down to the human-centered end-product, involving stakeholders in the planning process as much as possible. It has taken a lot of collaborative work, but doing so has told the story of Winter Park’s truly inadequate and antiquated public library facility and the tremendous opportunity now presented for a new facility that can successfully provide innovative library service in the 21st century.

Indeed, building library spaces varies from community to community. A key consideration is balancing the design so it can accommodate users who need the library to be a meeting and collaborative space as well as accommodate a core constituency of users needing libraries for individual study and quiet processing of information. Noise mitigation is now a key consideration nationally for library designers and architects. While older buildings have a difficult time effectively zoning areas for children, collaboration, and quiet activities, newer construction libraries are able to effectively and economically manage these needs because these varied purposes are incorporated into their very design. This does impact space requirements and often poses a challenge for whose wishing to rearrange and repurpose a facility. Quite simply, people require more space than books.

**Newly constructed libraries do not follow a magic formula in designing space.** Space considerations are prompted by ingenuity as a crucial aspect of a people-centered design. We are designing new libraries as the “People’s University” for collaboration and creation. Providing space for public collaboration is a broad subject now in library design. It is broader than simply whether to include makerspaces or digital
space: it includes everything from the “innovation center” concept (e.g. Melrose Center at Orlando Public Library) to new conversation circles, virtual spaces, or spaces that allow mobile tech users to seek out and work with other users based on common goals.

There is not and never will be universal agreement for how large or how small a library should be, and there is no single solution. Library construction means a strong synergy of partnership and teamwork focused on creating a human-centered design. The alliance with ACI Architects and Winter Park Public Library have been a resoundingly successful partnership of incredible vision and strong reimagining of the Winter Park Public Library for the 21st century.

Facility experts with the American Library Association cautioned the Task Force that many of the widely published “standards” for library facilities are based on 20th century assumptions and do not reflect the nature and requirements of modern library services. For these reasons, they do not set prescriptive standards for libraries in the United States. Similarly, professionals with the Florida Division of Library and Information Sciences have recognized that its basic standards, which were intended to set bare minimum requirements for small and rural facilities, are out of date and they are in the process of revising them. And for all of the standards discovered throughout the research, their developers intended for them to be basic minimums, not recommendations for optimal facilities or service levels.

An important note: the original calculations using the matrix generated the Task Force in conjunction with Library staff (Appendix C) fenerated an approximate space need of 60,000 square feet. **Further refinement by ACI Architects and other experts yielded efficiencies and innovations that reduced the required amount of space to around 50,000 square feet.**

---

“Whether you build a new library or transform an existing one, do not build the best library of the previous century. Create an environment that facilitates new patterns of interacting, learning and accessing information and is sufficiently flexible to accommodate changes that inevitably will come.”

- Peter Gisolfi
Benchmarking Libraries
As a best practice, the Task Force researched libraries in communities of similar size and character. The following chart shows the size and features of those libraries and compares them to the current Winter Park Public Library (red column).

<table>
<thead>
<tr>
<th></th>
<th>Darien Public Library (CT)</th>
<th>Hillary Rodham Clinton Children's Library (AK)</th>
<th>Slover Public Library (VA)</th>
<th>Petersburg Public Library (VA)</th>
<th>Barrington Public Library (IL)</th>
<th>Chapel Hill Library (NC)</th>
<th>Winter Park Public Library (FL)</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Population</td>
<td>35,000</td>
<td>42,000</td>
<td>200,000</td>
<td>32,500</td>
<td>44,000</td>
<td>57,000</td>
<td>Est. 29,203</td>
</tr>
<tr>
<td>Square Footage (Gross)</td>
<td>57,000</td>
<td>45,000</td>
<td>30,000</td>
<td>50,000</td>
<td>56,090</td>
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<td>Digital Theatre (Meeting Room)</td>
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<td>✓</td>
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<td>Children's Interactive</td>
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<td>✓</td>
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<tr>
<td>Local History (Climate Control)</td>
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<td>✓</td>
<td>✓</td>
<td>✓</td>
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</tr>
<tr>
<td>Electronic Commons</td>
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<td>✓</td>
<td>✓</td>
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</tr>
<tr>
<td>Student Help/ Homework Centers</td>
<td>✓</td>
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<td>✓</td>
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<td>Business Career Center</td>
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<td>✓</td>
<td>✓</td>
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</tr>
<tr>
<td>Computer Lab/Makerspace</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Collaborative Rooms</td>
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<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Raised Floor (Plenum)</td>
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<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Shelving (66&quot;-45&quot;-33&quot;)</td>
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<td>✓</td>
<td>✓</td>
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<tr>
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<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Flexibility/ Sustainability</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>
Space and Program Elements

Note – “Square Footages of Space:” Space needs programming usually uses net area which is the actual space that is used for its intended purpose known as departmental square footage. A grossing up factor is then applied to include non-departmental circulation, thickness of walls, non-usable chases, building systems, storage and other non-usable areas.

Collection Space

These are the areas needed to house the books, magazines, newspapers, CDs, DVDs and other media. In order to increase accessibility, shelving will be no higher than 5 feet (current shelving exceeds 7 ½ feet in much of the building)

9785 sq. ft.

Reader Seats

Distributed throughout the Library, these are inviting places for patrons to sit, read, study, and talk with one another. Dynamic content means that the Library will provide not only quiet areas for study and meetings but also active spaces for learning how to use the programs and software provided, as well as spaces for people to connect, share ideas and develop new opportunities, ideas, information or products together. Providing physical spaces that connect people with each other and with the resources and services they need creates an environment that is greater than the sum of its parts.

6000 sq. ft.
Space and Program Elements - continued

Civic Engagement Space

This encompasses spaces of various sizes that accommodate meetings, gatherings, activities and events, small group study and individual study or private tutoring. The library will require a large space for presentations, smaller conference spaces, larger rooms for story times and teen programs and several small, private study room.

All of these spaces will be equipped with connected display technology allowing learning to connect distant teachers with local students, or provide the opportunity for local business leaders to meet with other leaders globally. Smaller spaces will be equipped with collaborative technology to facilitate group projects.

4830 sq. ft.

Staff Workspace

Distributed throughout the Library, this is a combination of private offices and collaborative work areas.

4900 sq. ft.
Space and Program Elements - continued

Electronic Commons
An area with computer workstations for patrons to access email, the Internet, research databases, etc. Most likely a computer learning room and other areas throughout the library with individual workstations.

As we continue to move into an online environment, where critical forms are only online and information is only accepted via email, the library plays a critical role providing computers, resources and expertise to assist patrons with these critical tasks.

2600 sq. ft.

Local History
This is a special area of our Library that houses the collection of books, papers and artifacts of the history of Winter Park. Currently, much of this collection, like the papers of Senator Paula Hawkins is in storage and not readily available to the public.

The new larger space would provide access to our current collection and room to grow as more of our shared history is brought to be preserved at the library.

1750 sq. ft.
Space and Program Elements - continued

Special Use Areas

These spaces would include the Friends of the Library bookstore, a café and possibly some support space for Information Technology.

8600 sq. ft.

Non-assignable Space

This includes spaces such as elevators, stairwells, HVAC equipment, mechanical rooms and it is distributed throughout the Library.

11,301 sq. ft.
## Program Design & Space Allocation Summary

<table>
<thead>
<tr>
<th>Space Type</th>
<th>NEW</th>
<th>EXISTING</th>
<th>% Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collection Space</td>
<td>9,785 SF</td>
<td>6,848 SF</td>
<td>43%</td>
</tr>
<tr>
<td>Reader Seating Areas</td>
<td>6,000 SF</td>
<td>900 SF</td>
<td>567%</td>
</tr>
<tr>
<td>Civic Engagement Space (Small, Large, Tutorial, Auditorium)</td>
<td>4,830 SF</td>
<td>3,384 SF</td>
<td>43%</td>
</tr>
<tr>
<td>Electronic Commons – Children, Teens, Adults (Research, Collaboration, Manufacturing)</td>
<td>2,600 SF</td>
<td>657 SF</td>
<td>296%</td>
</tr>
<tr>
<td>Special Use Areas (Bookstore, Café, IT)</td>
<td>8,600 SF</td>
<td>1,252 SF</td>
<td>587%</td>
</tr>
<tr>
<td>Staff Workspace</td>
<td>4,900 SF</td>
<td>5,924 SF</td>
<td>-17%</td>
</tr>
<tr>
<td>Local History (climate controlled)</td>
<td>1,750 SF</td>
<td>717 SF</td>
<td>144%</td>
</tr>
<tr>
<td>Non-Assignable Space (Compact Storage, Facilities, Operations, HVAC)</td>
<td>11,301 SF</td>
<td>14,060 SF</td>
<td>-20%</td>
</tr>
<tr>
<td><strong>TOTAL GROSS SQUARE FOOTAGE</strong></td>
<td>Est. 50,000 SF</td>
<td>33,742 SF</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** The above is the projected initial needs. It is important to note that a key element of the new building will be the flexibility to shift uses as future needs change.

The following graph illustrates the percentage of total space represented by each space type.

![New Space Allocation](image-url)
Exploration of Sites

The Commission directed the Task Force to further explore the possibilities presented by the three sites described in this section:

- the existing Library site
- adjacent to City Hall site
- the Civic Center/Martin Luther King Jr. Park site.

Over the months spent investigating these options, it remains the opinion of the Task Force that all three sites remain viable options, each presenting unique opportunities and challenges. In the pages that follow, we present a full evaluation of each site, some with varying configurations. The Civic Center/Martin Luther King, Jr. Park site comes with an explanation as to how that site evolved over the course of our work.

The following chart gives a quick look at the physical fundamentals of each site.

### Comparison of Primary Opportunities/Constraints for Possible Sites

<table>
<thead>
<tr>
<th>Winter Park Library</th>
<th>Expand Existing Building</th>
<th>Re-build New at Existing Site</th>
<th>Adjacent to City Hall Site</th>
<th>Civic Center/MLK Park Site</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Physical Site Fundamentals:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>❖ Provides flexibility to meet future needs</td>
<td>N</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>❖ Requires parking structure</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
</tr>
<tr>
<td>❖ Provides opportunity to meet other parking needs with a structure</td>
<td>N</td>
<td>N</td>
<td>Y</td>
<td>O</td>
</tr>
<tr>
<td>❖ Requires partial or total demolition</td>
<td>Y</td>
<td>Y</td>
<td>O</td>
<td>O</td>
</tr>
<tr>
<td>❖ Requires temporary relocation</td>
<td>N</td>
<td>Y</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>❖ Requires land acquisition</td>
<td>N</td>
<td>N</td>
<td>O</td>
<td>N</td>
</tr>
<tr>
<td>❖ In existing downtown core</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>N</td>
</tr>
</tbody>
</table>

_Y = YES_  
_N = NO_  
_O = OPTIONAL_  

Commission Directed Sites

U.S. 17-92
Denning Ave
Pennsylvania Ave
New York Ave
Park Ave
Interlachen Ave

Civic Center/MLK Park
City Hall
Existing Library
Expanding the existing three-story Library with a parking garage within the geometric site constraints, limits the direction for expansion to the west; therefore, the proximity of the new parking garage will be positioned to the south.

While the Library expansion and the parking garage fit on the site, the necessary configuration creates poor vehicular circulation, a “ceremonial” entry/drop-off along New England Avenue, and limits garage entry to Lyman Avenue only. There isn’t any space on-site for outdoor programs or events; however, this could be accommodated on a third floor or roof terrace.

Ultimately this scheme works, but it is a more urban response in its planning and aesthetic response.

| Building gross square feet: | Up to 60,000 |
| Parking:                  | 160 spaces  |
| Number of stories:        | Three (3)   |
Existing Winter Park Library – Expansion / Renovation

FLOOR PLAN: 2ND FLOOR

BLOCK-AND-STACK DIAGRAM
Positioning the new three-story Library slightly to the east along New England Avenue allows the Library to be positioned similarly to its traditional location. The site allows vehicular access from New England Avenue to a covered porte cochere/book drop-off and then into the parking garage. Vehicular access is also accommodated into the parking garage along Lyman Avenue.

A two-story porch along New England Avenue would allow readers to enjoy the outdoors and allow the scale of this facade to step down from three to two stories and be more residential in scale.

The parking garage can be configured in this scheme such that it sits back from Fairbanks, allowing it to be less prominent and can be buffered visually with trees and landscape.

<table>
<thead>
<tr>
<th>Building gross square feet:</th>
<th>Up to 60,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking:</td>
<td>160 spaces</td>
</tr>
<tr>
<td>Number of stories:</td>
<td>Three (3)</td>
</tr>
</tbody>
</table>
Existing Winter Park Library – All New Building

FLOOR PLAN: 1ST FLOOR
BLOCK-AND-STACK DIAGRAM
Existing Winter Park Library – All New Building

FLOOR PLAN: 2\textsuperscript{ND} FLOOR
BLOCK-AND-STACK DIAGRAM
Existing Winter Park Library – All New Building

FLOOR PLAN: 3\textsuperscript{rd} FLOOR
BLOCK-AND-STACK DIAGRAM
The new three-story Library is located on the corner of New York Avenue and West Lyman Avenue. The Library will create a prominent civic presence and act as a gateway along New York Avenue, welcoming residents into downtown and onto Park Avenue. Of note, residents, visitors and SunRail travelers will now have three civic structures to view at this intersection: the Farmers Market, the Welcome Center and new Library.

Along West Lyman Avenue, it is contemplated all three floors will feature porches for residents to sit on chairs to enjoy the community, read and watch fellow residents pass by. There will be a joint parking garage to accommodate the Library, City Hall, public parking requirements and the proposed new private development on the corner of Comstock and New York Avenue.

Between the City Hall to the east and the new Library, there will be an entry garden courtyard for Library programs and events, as well as city and community events. At such time when the Library may expand east, it can expand into the garden courtyard and as a new City Hall is redeveloped on the existing site in a more efficient layout, the garden courtyard can shift east as well.

Creating an edge, albeit setback from West Lyman Avenue, will create a well-defined and activated edge to a street that is now a parking lot.
FLOOR PLAN: 1ST FLOOR
BLOCK-AND-STACK DIAGRAM
FLOOR PLAN: 2ND FLOOR
BLOCK-AND-STACK DIAGRAM
As originally directed by the Task Force, ACi Architects investigated locating a three-story (up to 60,000 BGSF) new Library directly on the site of the existing Civic Center. The positive attributes of this Library location were as follows:

- Anchored the Northwest corner of the MLK Park;
- Provided a “gateway” in close proximity of US 17-92 to Morse Boulevard;
- A “fresh face” on the civic presence along Morse Blvd;
- Utilized the existing surface parking lot with minor modifications for additional parking required;
- Had little impact on the existing size of MLK Park land, trees, flora and fauna.

Based on input at the public forum held in October 2014, it was determined there was citizen concern about removal of the Civic Center, the functional space that is available to citizens and the community at-large for events, and that it could reduce jobs now provided by the City.

Based upon these considerations, the Task Force directed ACi Architects to look at other options for locating the Library along Morse Boulevard.

<table>
<thead>
<tr>
<th>Building gross square feet:</th>
<th>Up to 60,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking:</td>
<td>160 spaces</td>
</tr>
<tr>
<td>Number of stories:</td>
<td>Three (3)</td>
</tr>
</tbody>
</table>
The purpose of this scheme is to capitalize on the shared synergies of use between the existing Civic Center and the new Library. The proximity of the existing parking lot will allow for the addition of one level of parking, accommodating both uses. Additionally, nesting the Library in the westerly portion of the site is least intrusive into the park.

There are drawbacks, such as having to “tie into” the existing Civic Center, as they share a wall. Being of such close proximity, the façade of the Library, to be contextual would need to be of similar style to the Civic Center or the Civic Center would need to be remodeled to match the new Library.

Further, there may be identity issues, “where is the front door” for one facility or the other. Expansion for this scheme would be either the addition of a third floor, to the east should the Civic Center remain, and to the west should the Civic Center be vacated at some future date.

<table>
<thead>
<tr>
<th>Building gross square feet:</th>
<th>Up to 60,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking:</td>
<td>160 spaces</td>
</tr>
<tr>
<td>Number of stories:</td>
<td>Two (2)</td>
</tr>
</tbody>
</table>
The purpose here is to place the building in a prominent location to anchor both the corner of Denning and Morse Boulevard and to frame the corner of Morse and Denning with an MLK Memorial and events plaza. The plaza doubles as parking. The proximity to Denning also allows for a symbiotic relationship with Valencia College, a potential partner.

The building sits very close to the water’s edge to capitalize on the views for the reader seat and meeting rooms, and provides program/events plaza between the library and the lake.

Expansion for this scheme would be either the addition of a third floor, or expansion of the second floors to the east and west.

<table>
<thead>
<tr>
<th>Building gross square feet:</th>
<th>Up to 60,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking:</td>
<td>160 spaces</td>
</tr>
<tr>
<td>Number of stories:</td>
<td>Two (2)</td>
</tr>
</tbody>
</table>
FLOOR PLAN: 1ST FLOOR
BLOCK-AND-STACK DIAGRAM
FLOOR PLAN: 2ND FLOOR
BLOCK-AND-STACK DIAGRAM
Evolution of the Civic Center/Martin Luther King, Jr. Site

As originally directed by the City Commission and in collaboration with the Task Force, ACi Architects investigated locating the Library within the existing Civic Center area located in the northern sector of the Civic Center and MLK Park site.

Rough, preliminary footprints were developed using early space programming estimates of a three-story 60,000 building gross square feet (BGSF) library directly on the site of the existing Civic Center or adjacent to it. These program diagrams were presented to the community at Public Forums 2 and 3 held October 30 at the Chamber of Commerce (morning) and Civic Center (early evening).

The positive attributes of this location, as determined by the forum attendees, were as follows:

- Activates public common space as a “civic amenity” bordered by a man-made storm water lake and active recreation;
- Anchors a major city “gateway” space in close proximity to the US 17-92/Morse Boulevard entrance;
- Introduces a “fresh civic face” along the city’s major Morse Boulevard gateway corridor;
- Shares existing Civic Center surface parking with feasible modifications for additional parking required for the new Library;
- Becomes a key component of a larger renaissance of Winter Park’s destination experience, neighborhood park and open space system;
- Becomes the first City park to integrate landscape with family recreation, space for children, learning and civic-cultural destinations.

While many attendees at these public forums had positive feedback about the possibility of a new Library facility activating that sector of the park, there were also concerns about the potential loss of the Civic Center; the new Library’s proximity to new traffic/parking demand generated by a new mixed-use, private sector project that will replace the Mt. Vernon hotel and; potential “poaching” of Library parking by existing and proposed surrounding development.

Based upon these major considerations, the City Task Force collaborated with ACI Architects to look at additional options for locating the Library in other areas of the northern sector of the park along Morse Boulevard as described below.

During this process, the Task Force reviewed the Orange County and the City Commission agreement to expand the CRA on February 7, 1999, largely due to significant improvements to be made to the Lake Island Park area, now known as the Martin Luther King, Jr. Park. The intent of the CRA expansion was to encourage development according to the revised plan and capture tax increments that could be reinvested into the CRA to improve the citizens’ quality of life. The City knew the Winter Park Mall was being redeveloped (which has since been developed in the Winter Park Village) and would be a catalyst for growth in this area. A goal of the CRA expansion was to capture the increased tax increments to reinvest into the CRA to mitigate the impact of the new development. The intent was that the CRA expansion would create a “gateway corridor,” enhance Lake Island Park and include a cultural institution.

---

1Following more detailed space programming, the library space needs estimate was later reduced to approximately 50,000 BGSF.
or museum. These elements were considered and adopted as part of the CRA expansion. A new Library certainly meets the criteria for a “cultural institution.”

In considering possible options, the question was asked: “...what if the Library was moved to the opposite end of the north sector of the park and activated the least-used portion as a major civic amenity?” A new footprint and block and stack diagram was developed that, with some reshaping of the lake, was moved away from the existing Civic Center and sited close to the corner of Morse and Denning. These images were shown at public forums 4 and 5. This configuration generated both enthusiasm for activating the park and concern about the loss of the Civic Center.

Following those public forums and additional public comments and input at subsequent Task Force meetings, ACI Architects and members of the Task Force met with the City’s Sustainability Board and its Chair, City Architect Kris Stenger, and the Parks & Recreation Board. Following several positive collaborative brainstorming sessions, a more balanced Library siting emerged as the configuration that is recommended herein by the Task Force to the City for further refinement and study.

**Task Force Recommended Site for a New Library in the Northern Sector of MLK Park**

As delineated by the following site diagram, metrics and imagery, the recommended Library siting offers the following attributes to the community, park and vision of the City of Winter Park.

- Creates a civic-cultural library and park that seamlessly interweaves landscape, architecture, program and civic engagement into an outdoor living room for an emerging live, work, eat, shop and play neighborhood district.
- Preserves the corner view-shed of MLK Park at Morse and Denning including sight lines to Island Lake features and the potential location of a future memorial.
- Positively activates public common space shaped by the Civic Center, MLK Park, Morse Boulevard Gateway and surrounding neighbors and neighborhoods.
- Transcends the conventional definition of a park by interweaving a storm water treatment pond with place-making landscape, architecture, engineering, public culture and education to respond to a wide variety of uses and interests of a diverse constituency of existing and future residents, students, seniors, and employees of emerging businesses that will be drawn to the City’s new 21st century Library.
- Becomes a catalytic node along Island Lake and Morse Boulevard contributing to a more memorable public realm and future grand boulevard experience as originally intended by the City of Winter Park’s historic Master Plan.
Martin Luther King, Jr. Park Overview

In the Task Force’s investigation of the MLK Park site, they felt it crucial to fully define the size and scope of this wonderful community asset. Many people consider only the aspect of the park they use most, perhaps the athletic fields or the playground or the walking path. But the park itself is a multifaceted entity that is described fully below.

Martin Luther King, Jr. Park – 26.8 acres

- 2 basketball courts
- 1 baseball/softball stadium
- 3 multipurpose sports fields
- 1 lake
- 1 recreation center
- 1 civic center
- 1 community playground – “castle park”
- 1 maintenance facility
- 1 restroom building
- 1 rentable pavilion
- Walking paths and bridges
- Picnic tables and park benches

Source: 2014 WP Parks & Recreation Annual Report
As delineated by the above site diagram, this conceptual composition maintains the existing Civic Center and its current parking. The new Library in this general location offers the following possibilities to the community, park and vision of the City of Winter Park.

- **Preserves** the Morse-Denning corner view-shed of MLK Park including improved sight lines to new Island Lake features, including a future memorial, fountains, café terrace, reading gardens, expanded paths;

- Creates a **civic campus-like setting** using two civic buildings. The addition of a second building/parking footprint requires heightened sensitivity to the landscape and architecture to properly integrate and strengthen the park setting for a new emerging live, work, eat, shop and play **neighborhood district**;

- **Positively activates** dormant public common space by **merging synergies** of the new Library, Civic Center, MLK Park, Morse Boulevard Gateway with surrounding neighbors and neighborhoods;

- **Transcends** the conventional definition of a park by interweaving a storm water treatment pond with place-making landscape and civic architecture into a **sustainable eco-friendly, public learning environment** to respond to a **diverse constituency** of existing and future residents, families, seniors, creatives drawn to Winter Park.

---

**Building**

- **gross square feet:** 50,000 (est.)
- **Parking:** 133 spaces
  - New Library only

**Number of stories:** Two (2)

**Highlights:** Maintains existing Civic Center building and parking. The new Library footprint and its required parking co-exist on the site. Increases pathways in length & location around & over lake. Re-shaping of Island Lake is required to accommodate new building storm water and balance surface water areas. Reshaping can be minimized by underdrains in the parking areas. Preliminary soil borings indicate site is suitable for a two or three story library in this area.

The Morse Boulevard gateway creates a strong connection between Central Park and MLK Park. This corridor should be developed to take advantage of new walkability and bikeability opportunities.
As delineated by the above site diagram, this conceptual composition offers the following possibilities to the community, park and vision of the City of Winter Park.

- Preserves the Morse-Denning corner view-shed of MLK Park including improved sight lines to new Island Lake features, including a future memorial, fountains, café terrace, reading gardens and expanded paths;

- Creates a civic-cultural library and park that seamlessly layers landscape, architecture, cultural and civic engagement into an “outdoor living room” for a new emerging live, work, eat, shop and play neighborhood district;

- Positively activates dormant public common space by merging synergies of the new Library, Civic Center, MLK Park, and Morse Blvd. Gateway with surrounding neighbors and neighborhoods. The Morse Blvd. gateway creates a strong connection between Central Park and MLK Park. This corridor should be developed to take advantage of new walkability and bikeability opportunities;

- Transcends the conventional definition of a park by interweaving a storm water treatment pond with place-making landscape & civic architecture into a sustainable eco-friendly, public learning environment to respond to a wider variety of interests of a diverse constituency including existing & future residents, families, seniors, and entrepreneurs and that are drawn to Winter Park.

<table>
<thead>
<tr>
<th>Building gross square feet:</th>
<th>55,000 (est.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking:</td>
<td>200 spaces</td>
</tr>
<tr>
<td>Library</td>
<td>133 spaces</td>
</tr>
<tr>
<td>New Ballroom (200 seats)</td>
<td>67 spaces</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of stories:</th>
<th>Three (3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A third floor with step-backs is added to consolidate/relocate Civic Center 200-seat ballroom.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Highlights:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Re-purposes existing Civic Center within the new Library footprint to create a new “civic-cultural wholeness” within the park. Replaces former building with a “new public green” buffering new Library parking from expanding commercial development to the west. Increases pathways in length and location around and over lake. Proposes demolition of existing civic center replaced by new green space and re-shaping of Island Lake.</td>
<td></td>
</tr>
</tbody>
</table>
Civic Center/MLK Park Site Design Considerations

Based on more than 11 months of public input, research, and study, the following images are used to communicate a visual language of the basic design patterns suggested by the community, Task Force, Library staff and City. These patterns should be further considered, expanded and applied during the next level of site and building planning, design and engineering phases for the new library.

ParkingTerraceswithBio-swales

LandscapeasPublicOutdoorRoom
Green Terraces, Paths & Stair Seats to Public Common & MLK Park Amenities

Steps & Pathways to Water
Family of Entrances to New Public Common (corner of Morse & Denning)

Indoor Sunlight
**Pedestrian and Bicycle Considerations**

In recommending the Civic Center/MLK Park site, the Task Force unanimously agreed that this site will provide the greatest opportunities for the City to create safer, more accessible and vibrant walk/bike paths. Specifically, and perhaps as the starting point, consideration could be given to modify Morse Boulevard by creating walk/bike paths from downtown Park Avenue to the park and enhancing traffic crossings for safety and accessibility.

After meeting with the City’s Pedestrian & Bicycle Advisory Board and gathering its input, the Task Force believes that the energy of a new Library project could create potential partnerships with the CRA, Winter Park Health Foundation, and City to shape a more pedestrian and bicycle-friendly future for Winter Park.

The founding visionaries of the City of Winter Park applied very strong community planning principles, one being what we refer to today as “walkability” and “bikeability.”

Walkability can be defined as “the extent to which the built environment is friendly to the presence of people living, shopping, visiting, enjoying or spending time in an area.” (Abley, S. (2005). “Walkability Scoping” paper, Abley Transportation Consultants.)

Morse Boulevard was originally planned as a major “city gateway” running perpendicular to the midpoint of the Park Avenue gateway. The intersection of these two gateways started as connecting circulation points for various forms of travel at that time. It evolved into an oak-shaded corridor with multi-story residential and on-street parking, and included a prominent pedestrian walkway located in a “green shaded” median (see photo above, c. 1948).

Today, locating a new placemaking 21st century library along Morse Boulevard’s gateway could revive and stimulate its purpose, creating better walk paths throughout a major portion of Winter Park and reaching its potential as a strong gateway to Park Avenue.

The boulevard is the only street that starts at a lake and ends at a lake (Lake Killarney to Lake Osceola), passing through Park Avenue and paralleling – one street away – New England Avenue. With those unique characteristics, Morse Boulevard could serve as an important path that connects the lakes, MLK
Park, children’s playground, and Library with the shops and restaurants of Park Avenue. Enhancing Morse Boulevard also has the opportunity to relieve Fairbanks Avenue traffic congestion, catalyze predictable economic development and create a “Park Avenue-quality” street complete with new stores, dining, residences and businesses.

The image below illustrates the walking distances relative to the three Commission-directed sites as well as the walking distances and times from the train station, a point in the heart of the City core. There may be a perception that a library at the Civic Center/MLK Park site would not be considered walkable from the City core, but the reality is that the distance from the train station to the corner of Morse and Denning is identical to the distance between the Park Avenue 7-11 to the edge of the Winter Park Croquet Club, a walk residents and visors routinely make without thought to distance.
Examination of Costs

Methodology
A cost model was developed to allow analysis of five sites (existing site, City Hall, Civic Center/MLK Park, Post Office, and Progress Energy) and two versions of the new Library (renovation + addition and new). Within this model, it was understood that while the square footage of the Library building would remain constant, the footprint of the building, number of stories, number of parking spaces, number of parking levels, and site amenities would vary. Therefore the model needs to allow for variation, be readily adjustable, and allow the versions to be ranked by cost.

All cost projections were made for building versions at 49,766 square feet. The floor-to-floor height, floor 1 to floor 2 is based on 18 feet; other floors are at 15 ft. The building structural elements are aligned with a 50+ year useable life.

The exterior walls are concrete block, covered with brick/stucco and limited cast stone/GFRC architectural trim. Exterior thermally-efficient glass area is based on 60% of the exterior wall surface, with sun shade/screens on the south and west walls. A signature architectural element, three stairs (one of which is a monumental stair), dual elevators and an emergency generator (emergency systems only) are included.

Interior walls are masonry for utility spaces, with gypsum drywall elsewhere. Most interior spaces are open, so the interior partitions are minimal. Fixed casework, such as reception desk, reference desk, work-room counters, and storage cabinets are included. For current and future systems needs, floors except core spaces, are a low-rise raised system. Operable walls and glass walls are included for 15% of the interior partitions. Interior signature architectural elements, lobby graphics, decorative displays, and enhanced technology systems are included.

The building is fully sprinklered. Plumbing is to code. HVAC is based on local chilled water with VAV distribution and DDC controls. Lighting is LED. Systems such as light harvesting or solar electric are not included. Project is LEED certified.

For the “Renovate + Add” option, all existing elements were thoroughly removed back to the building structure. The structure was modified to allow for new life safety stairwell locations and raised flooring. The exterior brick, roofing and windows were removed. The building was then rebuilt to match the other options.

The shapes of the sites made some of the buildings long and narrow as opposed to square, which affected the building perimeter and therefore the glass, and exterior wall elements. The sites also had different numbers of parking spaces required, and except for the Civic Center site, required elevated parking decks. These factors are accounted for in the model.

The Civic Center/MLK Park site includes very preliminary soil borings data (see Appendix F) provided by the City’s geotechnical consulting engineer. Their report describes the suitability of the site to accommodate the anticipated new library building loads. Should this site be selected, additional soil borings will need to be performed, and a determination will need to be made as to the amount of soil that must be imported to fill the required area.

Costs estimates provided by Clyde Scales and other experts include those for furnishings/fixtures/equipment, architectural and engineering fees, Library grants, and other normal and customary soft costs. A program adjustment contingency is included at 3% of construction costs to allow for items added to the project as the design is completed. A market adjustment contingency is included at 3% of construction cost to allow for increases in the cost of construction goods and services until the project is bid.

Cost is based on construction completed prior to the end of 2016. Construction duration varies from 12 to 14 months. As the Library plan and design is further defined, the concept estimate will also need to be further refined in keeping with the City’s and Library’s requirements.
**Preliminary Concept Budget**
(order of magnitude as of June 9, 2015)

**Library Building = est. 50,000 Square Feet**

<table>
<thead>
<tr>
<th></th>
<th>Existing Site Renovation &amp; Garage</th>
<th>Existing Site New &amp; Garage</th>
<th>Adjacent to City Hall &amp; Garage (3)</th>
<th>Adjacent to Civic Center &amp; Surface Parking (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL BUDGET (1)</strong></td>
<td>$22,398,777</td>
<td>$23,558,718</td>
<td>$21,730,000</td>
<td>$15,192,468</td>
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<tr>
<td>(using Cost Consultant estimate)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cost / Building SF only</strong></td>
<td>$264</td>
<td>$283</td>
<td>$285</td>
<td>$275</td>
</tr>
<tr>
<td>(Cost Consultant estimate)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Parking (City Code) (3)</strong></td>
<td>spaces 133</td>
<td>spaces 133</td>
<td>spaces 440 (3)</td>
<td>spaces 133</td>
</tr>
<tr>
<td>Library = 133 spaces (1, 2, 3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Hall = 164 spaces (3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Public Parking = 143 (3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cost / Parking Space</strong></td>
<td>$17,000</td>
<td>$17,000</td>
<td>$17,000</td>
<td>$7,000</td>
</tr>
<tr>
<td>(with architectural facades)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Est. Construction Duration</strong></td>
<td>14</td>
<td>12</td>
<td>12</td>
<td>13</td>
</tr>
<tr>
<td>(Months)</td>
<td></td>
<td></td>
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</tbody>
</table>

(1) All estimated costs are based on a 50,000 BGSF new facility. See key assumptions in previously described methodology of cost estimating process.

(2) Budget value assumes surface parking option with storm water under drains and some re-shaping of lake to accommodate Library building.

(3) Parking count/budget for City Hall site assumes shared parking (with two adjacent land parcels) located on grade level plus three levels above grade (including roof).

---

“Public libraries can be... a trusted community resource and an essential platform for learning, creativity and innovation in the community.”

- Amy K. Garmer
  The Aspen Institute
Examination of Funding Strategies

The success of the Winter Park Public Library over its 130-year history has been due, in large measure, to the foresight of community leaders who established and maintained the Library as an independent institution. This public/private partnership has provided city residents with excellence in library services, often at a lower cost per taxpayer than in any surrounding community. For over a century, private citizens, the City and Library leaders have partnered to provide residents with the best possible services that promote and inspire educational pursuits.

**Winter Park Public Library**

The Board of the Winter Park Public Library is fully committed to establishing and operating a world-class library for the Winter Park community and looks forward to continuing its unique and fruitful partnership with the City. The Board will raise awareness and funds from public and private sources to ensure that current and future city residents receive the highest quality library services.

**Fundraising**

Stalwart in its commitment to financially contribute to the construction of a new Winter Park Public Library, the Library Board has set an initial fundraising goal of $2 million for a new facility.

As a means of fulfilling its due diligence and fiduciary responsibilities, the Board enlisted the assistance of the Edyth Bush Charitable Foundation to contract with Library Strategies Consulting Group (LSGC). Library Strategies is a consulting group of The Friends of the Saint Paul Public Library, formally established in 2007 to provide services to libraries and library organizations across the country and internationally. Library Strategies is the only consulting group in the country based in a library organization. Their consultants are leaders in the national library community who offer a wide range of practical skills and decades of successful experience in many areas, including all areas of fundraising, strategic and development planning, advocacy, Friends and foundations, Board development and many other services critical to the successful growth of libraries and library organizations. They will conduct a thorough capacity study that will assist staff and volunteers in charting a course toward fundraising success. Additionally, LSGC’s data will be used in aligning Library resources for fundraising from private individuals and corporations.

**Grants**

The Library will aggressively apply for grants from local and national foundations to support construction initiatives. Initial contacts have already been made to the Florida Division of Library and Information Services (FDLIS), which provides public library construction grants. WPPL will apply for a $500,000 FDLIS grant in the 2016 legislative cycle.
City of Winter Park
At the December 8, 2014 City Commission meeting, the Commission voted to establish the initial City investment in a new Library facility at $15 million. The Task Force does not presume to determine the source of those funds but acknowledges the following as potential sources.

Municipal Bonds
The final tax assessment for the Golf Course Bonds will take place in November 2015; the millage rate to service those bonds in Fiscal Year 2015 was 0.0965 mills. The Task Force suggests that a new bond referendum could be conducted to approve bonds to pay a portion of new library construction. Depending on the site selected, the net new annual cost to the taxpayer is estimated at less than $25 per $100,000 of taxable assessed value of their property. The bond referendum conducted for the construction of the current location’s third floor passed by an overwhelming majority.

Sale of City Property
Depending on which site is selected for a new Library, the City may choose to sell either or both of the following assets and apply the proceeds toward new library facility.
• Property and building of current WPPL
• Progress Point site

Other Sources
Community Redevelopment Agency
If the Commission selects a site within the established boundaries of the CRA (City Hall or Civic Center/MLK Park sites qualify), there is the possibility that CRA funds could be secured for the construction of parking facilities or site enhancements to improve walkability and bicycle access.

Partnerships
The Task Force has explored multiple opportunities for partnerships with civic, nonprofit and for-profit organizations. The opportunities for partnerships are site-dependent but Library staff and Task Force members have met with multiple organizations that could be sources of facility funding. For example, an educational organization interested in having classroom space in a new library facility would secure funding for the construction of that space.

“To meet the needs of individuals, the community and the nation in the knowledge society, public libraries must be re-invented for a networked world, in which the value of networks grows as more connections are made.”

- Amy K. Garmer
The Aspen Institute
Examination of Community Spaces and Resources

A comprehensive survey of existing programs and services was conducted and the data aggregated so that an analysis can be made of existing and proposed WPPL services and programs to insure that there is not duplication of space or services in city-owned facilities.

A full listing of City of Winter Park Rental Facilities can be viewed in Appendix G. The Winter Park Community Center has been a beautiful addition to the community’s resources, and its continuing schedule of ongoing programs means that its rooms are often booked during the prime times when much of the Library’s educational programming is scheduled (3 – 7:30 p.m.). The Community Center’s smallest Room available to the public has a capacity of 40 individuals. The Rachel D. Murrah Civic Center, is in high demand for weekend events such as weddings, and its schedule books are often fill up to two years out. The Civic Center’s smallest room has a capacity of 40 people. The city offers various other spaces at a fair price with the smallest room accommodating a maximum of 30 individuals at a cost of $50 per hour.

The Task Force also researched Winter Park-area services to determine what other venues in our community have space available. This list can be viewed in Appendix H.

In our analysis, what is missing in the Winter Park community are:

- affordable spaces to accommodate groups of 20 or less
- spaces for small groups of students or clubs who need access to broadband Wi-Fi for their work
- very small spaces for individuals or student/tutor pairs to work privately.

On a daily basis in its current facility, Library staff turn away numerous individuals and small groups seeking these kinds of spaces. We could find no evidence that a new Library facility with small and medium-size meeting rooms would in any way duplicate space already in the community.

“A great library platform is a “third place”- an interactive entity that can facilitate many people operating individually and in groups- and supports the learning and civic needs of the community”

- Amy K. Garmer
  The Aspen Institute
Exploration of Partnerships

The subject of partnerships is one of the most exciting aspects to think about with regard to a new facility, but it is also one of the most difficult to discuss with any certainty at this point in the process. Each of the three possible sites presents new opportunities for partnerships with important civic and nonprofit institutions.

We imagine partnerships will fall in the following categories:

- Health & Wellness
- Technology
- Food/Nutrition
- Social Services
- Seniors
- Education
- Music
- Arts & Culture
- Community Service
- Youth

See our list of Potential Programming Collaborators in Appendix J.

At the preferred Civic Center/MLK Park site, obvious potential partnerships include:

- Civic Center (use of ballroom or possible full catering kitchen for food and nutrition programming)
- Valencia College (classrooms, a possible teaching garden on Library property). See Appendix I for a letter regarding possible partnerships from Valencia President Sandy Shugart
- With an approximate monthly usage of 5,800 to the playground, ball fields, event pavilion and walking paths, the City’s Martin Luther King, Jr. Park would be an obvious potential partner
- Local businesses with parking lots could allow use of their lots as overflow parking for large evening or weekend events.

At the City Hall Site, potential partnerships might include:

- cooperating with the Welcome Center on programming, events and information for visitors
- partnering with City Hall and City government
- partnering with community events, the Farmers Market and concerts held in the park
- a closer affiliation with our local history collection and the Winter Park Historical Association.

At the current site, we would continue with our current partnerships. We are always searching for and encouraging new partnerships

We performed a community inventory of the following existing community resources that may present potential partnerships or resources for partnerships that may apply in any of the three locations:

- Education and Enrichment Opportunities for Children – Appendix J
- Education and Enrichment Opportunities for Teens – Appendix K
- Possible Programming Collaborators and Community Education Opportunities for Adults – Appendix L

At all sites, there are many potential virtual partnerships. As online education for all ages becomes ubiquitous, there will be a role for libraries to support the virtual schools and the efforts of the students taking part in their programs. Some futurists predict that within 20 years, 40 percent of all existing jobs will disappear through obsolescence and as current products and services are “virtualized.” Libraries will be key partners in providing both access and points of instruction for all affected.
The Aspen Institute – A Unique Opportunity

In Winter Park, with all of our resources and assets, there is no reason that the Winter Park Public Library cannot become a benchmark for libraries all over the U.S. and the world. This should be our goal and may present the greatest partnership opportunities that allows us to grow even more effectively into the vast potential of the future. One such potential partnership is with The Aspen Institute, a Washington D.C.-based educational and policy studies organization with a mission of fostering leadership based on enduring values and providing a nonpartisan venue for dealing with critical issues.

Last year, the Aspen Institute released its RISING TO THE CHALLENGE - Re-Envisioning Public Libraries: A Report of the Aspen Institute Dialogue on Public Libraries by Institute Director Amy Garmer and co-sponsored by the Bill and Melinda Gates Foundation. A listing of Garmer’s credentials can be viewed in Appendix B. This inspiring and real-world based document looks forward to the roles that libraries can and will play in the future and directly addresses the concepts of people, place and platform – exactly what the Task Force has been considering on the local level for almost a year. They have developed a clear list of 15 action steps for library leaders, policy makers and communities, and the Institute has expressed interest in working with Winter Park to help make its new library a national leader in developing forward-thinking, user-centered facilities and services.

The Aspen Institute has also suggested another possible partnership. Like many communities, Winter Park has been challenged time and again by major differences in community planning, development and political direction. Every City election, important community issues (density, design, traffic, culture, etc.) rise to the surface and, to a significant degree, ferment dissention, drive rumor and create barriers to a more positive and transparent community dialog. To improve this conflicting dialogue, the idea arose for creating inside the new public library a non-political, real world “think-tank” to provide more in-depth knowledge and dialogue regarding trends, facts and issues in our City. The program model would be structured using credible processes with The Aspen Institute as a partner. This kind of thinking model could offer extraordinary benefits to better inform our citizens and leaders. As further described in the white paper found in located in the Appendix N, “The 21st Century Community Library as a Platform for Real World Problem Solving,” the WPPL in effect, can become a repository of real world problem solving data and ideas.

We imagine the City of Winter Park being that shining example for those around the region, nation and globe on how to collaborate to solve critical community issues centered at a new 21st century Winter Park Public Library.

“How we seize this moment of opportunity and the visions and actions that carry us forward into the future, will affect not only the health and prosperity of families, but the quality of the democratic communities that we nourish and sustain in the 21st Century.”

- The Knight Commission on the Information Needs of Communities in a Democracy
A Bold Vision

Through the Task Force’s research, feedback from the community, and interaction with Task Force expertise, a true vision emerged for the new and crucial roles the Winter Park Public Library could play in the community.

The Library is in a unique position to aid its citizens as they navigate the unprecedented challenges and opportunities presented by technology and sociological change.

Technologies that have emerged over the last two decades have produced profound, permanent effects on lifestyles, the economy and the community now and for the future. We know these effects include drastic shifts in business models for numerous industries, and job growth will be in new fields for which our work force will need to be prepared.

The Library can and should play a major role in helping many of our citizens in this preparation -- small and medium businesses; independent and flex workers; and older workers who cannot afford to retire. Possibilities include: assistance with job and skill retraining; online certifications; providing short-term, high-tech, and global multi-channel communication interfaces; and shared office space with secure cloud storage.

A new, future-oriented library in a state of the art facility could provide access to leading technologies and devices not available to the average Winter Park citizen or business. It could become a global communications center with a digital theater integrating high-resolution video and audio in an acoustically balanced room. These could provide citizens access to continual educational and entertainment opportunities while connecting the community with the best educators, trainers and mentors no matter where they are on the planet. For many of our citizens and businesses, the Library may be the only affordable source for this type of information and education.

New Opportunities to Serve Community
By combining roles the WPPL has always played with a new vision of libraries as places for content creation as well as consumption, the possibilities for what a new library could be for Winter Park become thrilling.

Makerspaces: The WPPL can foster community-sourced, multi-format and multi-channel content creation and provide access to systems that are too expensive or complex for most people to afford.

Lifelong Education: A library built and wired with the future in mind could give our citizens a lifeline to ongoing education, entertainment and community interaction.

Virtual Online Library: Internet connectivity and patron portals can provide secure and private interfaces to efficient educational offerings for all ages in their own homes. Our virtual library can enhance civic engagement, community interactivity, robust digital delivery of library services for all ages, support for volunteerism, and support for mentor networks.

The Internet of Things: As homes, offices, cars and bodies become interconnected in real-time, there may be no better source for educating our citizens on how to set up these systems and best uses than the Library. The Library could become the first stop for updating and optimizing our devices, setting up our personal digital agents and protecting our privacy from the ubiquitous peering eyes and ears of the Internet.

A new Winter Park Public Library will be in a position to guide our community through the astounding changes that are yet to come as artificial intelligence and the confluence of maturing technologies and social applications bring more challenges to daily life. A new Library has both the opportunity and the obligation to become the forum for helping citizens and community deal with the opportunities and challenges of the next decades.
Recommendations and Requested Actions

1. The Task Force requests the Commissioners to approve the location recommendation made by the Task Force.

2. The Task Force requests that the Commissioners give the directive for the selection of qualified professionals to further develop detailed design and pricing documents for a specific site for the new Library on the northern sector of the Civic Center/Martin Luther King, Jr. Park.

“The physical library must undergo a transition that embraces the openness and flexibility needed to thrive in a world of constant change. Central to this flexibility is creating spaces that can adapt to the changing operational models of libraries.”

- Amy K. Garmer
  The Aspen Institute
Acknowledgments

Over the last 11 months, the City of Winter Park’s Library Facilities Task Force has benefitted from the enthusiasm, expertise, civic pride and knowledge of many of our citizens, business-owners and professionals. There are too many individuals to mention, but we wish to extend our deep appreciation to the citizens who cared enough to make their voices heard.

The Task Force also extends a heartfelt thank you to our partners at ACi Architects, the City’s continuing services contract architectural consultants. Larry Adams and his staff, especially John Cunningham, Julie von Weller and Doug Storer, have shown a passion and dedication to this project that goes far beyond what might be expected of project consultants. Their love of Winter Park and value for that which makes Winter Park unique among its neighbors and peers has greatly enhanced both the Task Force’s experience and the end results we present to you in this report.

“While there are thousands of stories in the public library, the ones that matter most come with the people who use the library.”

- Amy K. Garmer
The Aspen Institute
Our Mission:
The Winter Park Public Library is a place where education, entertainment and enlightenment happen every day.
Appendix A

Teen Forum
**Teen Forum**

On May 6th, Sam Stark met with the WPPL Teen Advisory Board to discuss each possible site and review the presentation made at the Community Forums on April 28th.

Our Teen Advisory Board is a group of engaged, active young people who volunteer huge amounts of time and energy at the Library. They are faced daily with the current limitations of our building.

Our teens are excited about a new library in any location. They share different ideas and concerns than their parents about some of the locations, and lack the same nostalgia for the current site.

At the end of the presentation, the teens were polled on their preferred site, and the votes were split in favor of the City Hall site and the Civic Center/MLK Park site.

The teens had the following comments:

- Rollins library is already here, moving the public library would be helpful for people in other parts of Winter Park.
- Parking garage at City Hall would help Park Avenue.
- Park Avenue is a hangout for teens. Our friends have jobs on Park Avenue. We can walk there from the current library.
- People won’t walk to the park.
- We are concerned about walkability on busy roads.
- We are concerned about safety in the park at night. Can’t walk to Park Avenue from the park after the library closes at night.
- If the Library were near the Civic Center there are opportunities for new places to go and hangout.
Appendix B

Relevant Biographies
Relevant Biographies

Clyde S. Scoles, Director, Toledo-Lucas County Public Library

Clyde S. Scoles has been director of the Toledo-Lucas County Public Library since 1985. Before 1985, Mr. Scoles served as Assistant Director in the Toledo-Lucas County Public Library since 1978. Mr. Scoles holds a Bachelors Degree from Ohio State University and a Masters Degree in Library Science from the University of Michigan. Since 1987, he has served as a library building consultant to libraries in Ohio and nationwide. He is currently serving on the American Library Association/American Institute of Architects Library Building awards Committee. During his career in Ohio libraries, he has also been a library consultant to the Ohio Legislative Reference Bureau in the State House at Columbus, Ohio as well as an Adjunct Lecturer in the Graduate School of Library and Information Studies at the University of Michigan and Kent State University.

Amy Korzick Garmer, Director, Aspen Institute Dialogue on Public Libraries and Director of Journalism Projects

As Director of the Aspen Institute Dialogue on Public Libraries, Amy Garmer is leading the launch of a new multi-year initiative to explore, develop and champion new ways of thinking about U.S. public libraries. She has also led the development and execution of many domestic and international journalism-related initiatives as Director of Journalism Projects in the Communications and Society Program, including the Aspen Institute Dialogue on Journalism and National Security, the Arab-U.S. Media Forum and the Aspen Institute Symposium on Critical Issues in Journalism at the U.S. State Department. She led development, publication, and outreach of a white paper series and a companion website inspired by the Knight Commission on the Information Needs of Communities. This work focused on policy and innovations to foster universal broadband access and adoption, digital and media literacy, local journalism and information hubs, public service media, civic engagement, and government transparency. Prior to joining the Aspen Institute, Amy was a member of the staff of U.S. Senator Sam Nunn. She holds degrees from the University of Virginia (B.A.) and the University of Texas at Austin (M.A.)
Appendix C

Space Planning Worksheet for WPPL
## SPACE NEEDS WORKSHEET

**INSTRUCTIONS:** Fill in or check off all shaded worksheet cells.

### DESIGN POPULATION

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<table>
<thead>
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<tbody>
<tr>
<td>Projected resident population</td>
<td></td>
<td>30,000</td>
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<tr>
<td>Nonresident service population</td>
<td></td>
<td>100</td>
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<tr>
<td>Design population</td>
<td></td>
<td>30,100</td>
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### COLLECTION SPACE

**Books:** The space needed for the library's book collection is determined by the size of the collection and the parameters of the shelving environment. Depending on factors such as the width of the aisles and the height of the shelving, book collections can be housed at 10, 13 or 15 volumes per square foot. As the volumes housed per square foot increases, the average aisle width will decrease, the height of the shelving will grow, and there will be fewer opportunities for marketing display.

* How many volumes will be in the library's print collection?  
* What is the library's preferred collection density? (choose one)

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<tbody>
<tr>
<td>10 volumes per sq.ft.</td>
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<tr>
<td>13 volumes per sq.ft.</td>
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<tr>
<td>15 volumes per sq.ft.</td>
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**Magazine / newspapers:** The Americans with Disabilities Act specifies that current issue display shelving for magazines is subject to height limitations, which conditions how much space magazines will need.

* How many titles will the library receive?

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<td>250</td>
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**Magazine backfile:** Shelving for any back issues retained by the library is NOT subject to reach limitations, but many libraries choose to treat these holdings in the same manner.

* How many of those titles will the library retain in backfiles?  
* What will be the average backrun for a typical title (in years)?

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**Nonprint:** This collection will often be housed on lower shelving with more marketing display, but because these items are typically smaller than books, the collection density corresponds to that for books. The space need varies depending on aisle widths, marketing display, and so on.

* How many nonprint items will the library house?  
* What is the library's preferred collection density? (choose one)

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<tbody>
<tr>
<td>10 items per sq.ft.</td>
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<tr>
<td>13 items per sq.ft.</td>
<td></td>
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<tr>
<td>15 items per sq.ft.</td>
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**Public access computers:** Many libraries today experience increasing demands for access to digital information resources, which affects the number of stations needed for the public. Wireless access can also affect the inventory needed. The space need per station will be affected by the number of stations provided: a small inventory will usually require more space per station while a larger inventory will benefit from economies of scale and less space per station.

* How many public access computers to provide?  
* What is the preferred space allocation for each? (choose one)

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<tbody>
<tr>
<td>70</td>
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<tr>
<td>35 sq.ft. per station</td>
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<tr>
<td>45 sq.ft. per station</td>
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<tr>
<td>50 sq.ft. per station</td>
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</table>
**READER SEATING SPACE**

The number of reader seats a library needs is determined in large measure by the number of people the library serves, although other factors may also affect this inventory. Typically allow 30 square feet per seat.

- How many reader seats should the library provide? ............................ 200

**STAFF WORK SPACE**

The inventory of staff work stations is based on the specific operations and work routines of the library, the number of public service desks, and so on. The space needed for each station, on average, will be affected by the number of work stations a library needs: a small inventory will require more space per station while a larger inventory will need less space per station.

- How many staff work stations are needed? ........................................... 35
- What is the preferred space allocation for each? (choose one) ..............
  - 125 sq.ft. per station
  - 140 sq.ft. per station
  - 150 sq.ft. per station

**MEETING ROOM SPACE**

| Multi-purpose: How many seats to accommodate in a multi-purpose room? | 250 |
| Conference: How many seats to accommodate at a conference table?     | 20  |
| How many seats in a gallery?                                         | 30  |
| Storytime: What is the maximum audience for a typical storytime?     | 30  |
| Do your storytimes include a craft of activity? (choose one)         |
  - Yes
  - No
| Computer training lab: How many trainees should be accommodated?     | 15  |

**SPECIAL USE SPACE**

Special use space reserves space for features such as small group study rooms, a copy center, a public café or refreshment area, a used book sale area, a staff break room, and so on. A larger proportionate allocation here reserves the option to incorporate a wider array of special use functions as a specific architectural plan is developed.

- Choose the library's preferred allocation for special use space ...........
  - 12% of gross area
  - 15% of gross area
  - Yes
  - 17% of gross area

**NONASSIGNABLE SPACE**

Nonassignable space reserves space for such necessary features as mechanical rooms, restrooms, stairwells and elevators. Typically a smaller building will need to reserve a larger share of its gross area for nonassignable purposes, while a larger building will require a smaller proportion for nonassignable. New construction will likely need a smaller proportion than an addition or renovation.

- Choose the library's preferred allocation for nonassignable ..............
  - 25% of gross area
  - Yes
  - 27% of gross area
  - 30% of gross area
**ADDITIONAL ALLOWANCES**

As an option, this worksheet can accommodate additional special allowances for features that may or may now be adequately accommodated in the preceding calculations. These may include space for an automated materials handling system, or a garage (if the library owns and operates vehicles). List any such special features here, along with a suitable square foot allowance.

<table>
<thead>
<tr>
<th>Feature Description</th>
<th>Allowance (sq.ft.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## SPACE NEEDS SUMMARY

### COLLECTION SPACE  (See note 1)

<table>
<thead>
<tr>
<th>Item</th>
<th>Formula</th>
<th>Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>99,000 volumes to house at 13 vol/sq.ft.</td>
<td>99,000 x 13</td>
<td>7,615 sq.ft.</td>
</tr>
<tr>
<td>250 magazine display at 1 sq.ft./title</td>
<td>250 x 1</td>
<td>250 sq.ft.</td>
</tr>
<tr>
<td>15 magazine backfile at 0.5 sq.ft./title/yr held</td>
<td>15 x 0.5</td>
<td>23 sq.ft.</td>
</tr>
<tr>
<td>30,000 nonprint items to house at 13 items/sq.ft.</td>
<td>30,000 x 13</td>
<td>2,308 sq.ft.</td>
</tr>
<tr>
<td>70 public access computers at 35 sq.ft. per station</td>
<td>70 x 35</td>
<td>2,450 sq.ft.</td>
</tr>
</tbody>
</table>

### READER SEATING SPACE

<table>
<thead>
<tr>
<th>Item</th>
<th>Formula</th>
<th>Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>200 reader seats at 30 sq.ft. per seat</td>
<td>200 x 30</td>
<td>6,000 sq.ft.</td>
</tr>
</tbody>
</table>

### STAFF WORK SPACE

<table>
<thead>
<tr>
<th>Item</th>
<th>Formula</th>
<th>Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>35 staff work stations at 140 sq.ft. per station</td>
<td>35 x 140</td>
<td>4,900 sq.ft.</td>
</tr>
</tbody>
</table>

### MEETING ROOM SPACE  (See notes 2 through 5)

<table>
<thead>
<tr>
<th>Item</th>
<th>Formula</th>
<th>Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>250 multi-purpose seats at 10 sq.ft. per seat</td>
<td>250 x 10</td>
<td>2,600 sq.ft.</td>
</tr>
<tr>
<td>20 conference room seats at 30 sq.ft. per seat</td>
<td>20 x 30</td>
<td>900 sq.ft.</td>
</tr>
<tr>
<td>30 storyline seats at 15 sq.ft. per seat</td>
<td>30 x 15</td>
<td>500 sq.ft.</td>
</tr>
<tr>
<td>15 computer training lab seats at 50 sq.ft. per seat</td>
<td>15 x 50</td>
<td>830 sq.ft.</td>
</tr>
</tbody>
</table>

### SPECIAL USE SPACE

<table>
<thead>
<tr>
<th>Item</th>
<th>Formula</th>
<th>Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>calculated at 17% of gross building area</td>
<td></td>
<td>8,614 sq.ft.</td>
</tr>
</tbody>
</table>

### NONASSIGNABLE SPACE

<table>
<thead>
<tr>
<th>Item</th>
<th>Formula</th>
<th>Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>calculated at 27% of gross building area</td>
<td></td>
<td>13,681 sq.ft.</td>
</tr>
</tbody>
</table>

### SPECIAL ALLOWANCES

<table>
<thead>
<tr>
<th>Item</th>
<th>Formula</th>
<th>Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### GROSS AREA NEEDED

<table>
<thead>
<tr>
<th>Item</th>
<th>Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>50,671 sq.ft.</td>
</tr>
</tbody>
</table>

### NOTES

1. For collections of more than 100,000 volumes, 10% is assumed in circulation at any given time.
2. Multi-purpose room area includes a modest allocation for a speaker’s podium.
3. Conference room area includes allocation for gallery / audience seating, if so designated.
4. Storytime area includes a modest allocation for storyline presenter.
5. Computer training lab area includes a modest allocation for trainer’s station.
Appendix D

Community Forum April 28, 2015
Presentation and Citizen Comments
Enhancing Winter Park’s civic engagement, learning & cultural heritage through a world-class public library.
Winter Park Library Task Force Process

Our charge from the City Commission & Library Trustees

“The official charge of the Task Force is to make recommendations to the Commission on the need, location, costs and funding strategies for a new or remodeled library facility.”
Winter Park Library Task Force Process

- Commission Appointed Task Force
- 23, 90-minute Public Task Force Meetings
- +10 mos. research, technical input, public dialogue
- 5 Community Forums
- Commission Workshop / Commission Meeting
- Visits to Local, Florida & National Public Libraries
Before We Look Forward, We Must Look Back
How did Winter Park first use library books?

The Winter Park Public Library began when nine women came together on the morning of December 9, 1885. The porch and hall of the Lamson house was the first site of the newly-formed Winter Park Library from 1885-1886. The house was located at 503 Interlachen Avenue, near the corner of Interlachen and Swoope Avenues.

In 1901, the building committee contracted to build a public library building, 24 by 50 feet in size, at a cost of $1,600. The property on Interlachen Avenue was donated by the Francis Knowles Estate and opened the last week of April, 1902. The new library was one room, heated by open fireplaces located at each end of the room.

In 1886, the Library moved operations from the Lamson house porch to a room in the building occupied by the Winter Park Company, located at the corner of New England and Park Avenues. It remained there until 1902.

Two additions wings were constructed in 1924. One of the biggest organizational changes took place from the late 1930s through the World War II years when the Library went from being subscription based to a free public library. Another major addition to the Interlachen building was constructed in 1956.
How did Winter Park first use library books?

With growth and demand for services, the library had outgrown its home. A new library was needed or at the very least an addition to the existing building.

In May 1975, Library Board president, Rachel Murrah, presented the idea of building an entirely new facility at another location.

September 1976 - City purchased property at 460 East New England Avenue for a new library building.

July 1977- Library received a grant for construction of a new building.

1978-79-Library was constructed and occupied in 1979.

This project would add approximately 11,000 square feet to the existing building and would provide opportunities for expanded services, particularly to Winter Park youth between the ages of 12 and 18.

October 15, 1995, a ribbon cutting and official dedication ceremony for the addition of the third floor and renovation of the first two floors was celebrated.
“Show me your library and I’ll show you your future.”

- Daniel Taylor - Author, Writer, Traveler
Existing Library - Fundamental Challenges

- New zoning/bldg/life safety code impacts building, parking
- High cost to modify structure, building envelope, bldg systems, roof
- High cost for new Parking Garage-inefficient geometry/site constraints
- High cost for temporary relocation
- Difficult to expand due to site constraints
- Adjacent land not available
- Inefficient floor plan & flexibility
- Site constraints challenge aesthetically pleasing “City Gateway”
What are American Public Libraries, Institutes, Foundations & Communities saying & doing?
Fact: **80%**

investment in public libraries involves new construction versus renovated.

- (The Library Journal)
Fact: 69%

Americans 16 or older report high to medium levels of engagement with public libraries.

- Rising to the Challenge, October 2014
  The Aspen Institute Dialogue on Public Libraries
Fact: **62%**

of public libraries are the **ONLY SOURCE OF FREE INTERNET** in the community.

- Rising to the Challenge, October 2014
  The Aspen Institute Dialogue on Public Libraries
  Bill & Melinda Gates Foundation
What is the Library of our future?
People

• All age groups.
• Use and learn in distinct formats, text, audio and video.
• Access to conversations, lectures among creative people.
• Community identity, local.

Platform

• User-centered.
• Array of available tools and technology.
• Lifelong access.
• Partners in with the digital age.
Place

- That inspire learning.
- Places to gather as a community.
- Trusted, welcomed place.
- Safe and child-friendly location.
- Create centers of learning, creativity and innovation.
• **PARENTS** having the opportunity to read with their **children** in a **comfortable space**.

Larger design spaces for kids, where they can interact with each other and spend some time with their parents with interconnected spaces, i.e., tech lab on the back.
• **TEENS** learning new technology and game processing in **noisy learning labs.**
• **STUDENTS** meeting for group projects in library classrooms.
• **JOB SEEKERS** creating or re-creating their resumes in career centers with business librarian.

• **ENTREPRENEURS** preparing presentations, interviewing, tutoring in co-working spaces using Wi-Fi.
• **RETIREES** using online tools.

• **ARTISTS** can expose their works, while appreciating the **arts of the community.**
Friends & Partners

Community Think-Tank

Real world community problem-solving

THE ASPEN INSTITUTE
Communications and Society Program

Community Forums 04-28-15
Friends & Partners

Technology Education & Bandwidth
Winter Park Library Patrons

Fact:

Majority of patrons DRIVE to WP Library.

2014 Winter Park Library Survey
Library Best Practices, Standards & Methodology

• National, Regional, State, Local
• Peer Benchmarking
• AIA New Design Trends
• City of Winter Park/Library Board of Trustees
• Winter Park Community
AMERICAN LIBRARY ASSOCIATION no longer sets quantitative standards for public libraries, such as a library building with a recommended number of square feet based on population size. Such standards were last published by ALA in the 1970’s. The reason for this is that each library serves a different community with different needs.

Public Library Space Needs: A Planning Outline; Anders C. Dahlgren, President, Library Planning Associates, Inc.

Florida’s standards are being revised to “PUBLIC LIBRARY CUSTOMER AND COMMUNITY OUTCOMES ACHieved THROUGH STANDARDS FOR ACTION”
# Benchmarking Libraries - Best Practices

<table>
<thead>
<tr>
<th>City Population</th>
<th>Square Footage</th>
<th>Digital Theatre Meeting Room</th>
<th>Children's Interactive</th>
<th>Local History Climate Control</th>
<th>Electronic Commons</th>
<th>Student Help/Homework Centers</th>
<th>Business Career Center</th>
<th>Computer Lab/Maker space</th>
<th>Collaborative Rooms</th>
<th>Raised Floor (Plenum)</th>
<th>Shelving 66' - 45'</th>
<th>New Construction</th>
<th>Flexibility/ Sustainability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Darien Public Library (CT)</td>
<td>35,000</td>
<td>57,000</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Hillary Rodham Clinton Children's Library (AK)</td>
<td>42,000</td>
<td>45,000</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Slover Public Library (VA)</td>
<td>200,000</td>
<td>30,000</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Petersburg Public Library (VA)</td>
<td>32,500</td>
<td>50,000</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Barrington Public Library (IL)</td>
<td>44,000</td>
<td>56,090</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
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<tr>
<td>Chapel Hill Library (NC)</td>
<td>57,000</td>
<td>63,305</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
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<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Oak Park Library/Park (IL)</td>
<td>52,000</td>
<td>101,000</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Winter Park Public Library (FL)</td>
<td>Est. 29,203</td>
<td>32,106</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
</tbody>
</table>
# Program Design & Space Allocations

*(Revised Estimate 04-10-15)*

<table>
<thead>
<tr>
<th></th>
<th>NEW</th>
<th>EXISTING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collection Space</td>
<td>9,785 SF</td>
<td>6,848 SF</td>
</tr>
<tr>
<td>Reader Seating Areas</td>
<td>6,000 SF</td>
<td>900 SF</td>
</tr>
<tr>
<td>Civic Engagement Space</td>
<td>4,830 SF</td>
<td>3,384 SF</td>
</tr>
<tr>
<td>(Small, Large, Tutorial, Auditorium)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electronic Commons – Children, Teens, Adults</td>
<td>2,600 SF</td>
<td>657 SF</td>
</tr>
<tr>
<td>(Research, Collaboration, Manufacturing)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Use Areas</td>
<td>8,600 SF</td>
<td>1,252 SF</td>
</tr>
<tr>
<td>(FOL, Store, Café, IT)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Workspace</td>
<td>4,900 SF</td>
<td>5,924 SF</td>
</tr>
<tr>
<td>Local History (climate controlled)</td>
<td>1,750 SF</td>
<td>717 SF</td>
</tr>
<tr>
<td>Non-Assignable Space</td>
<td>11,301 SF</td>
<td>14,060 SF</td>
</tr>
<tr>
<td>(Compact Storage, Facilities, Operations, HVAC)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| TOTAL GROSS SQUARE FOOTAGE    | Est. 50,000 SF | 33,742 SF    |
Exploring Locations
Commission Directed Sites

- Civic Center-MLK Park
- City Hall
- Existing Library

WINTER PARK LIBRARY: CONTEXT - MORSE BOULEVARD

Community Forums 04-28-15
Preliminary Site Planning & Block-and-Stack Diagrams
Adjacent to City Hall
EXPANDED PARKING FOOTPRINT
Civic Center / MLK Park
Public Libraries & Parks
connection & engagement

“Parks and libraries have the potential to be powerful symbols and agents for neighborhood identity”

Project for Public Spaces

There several examples of libraries with close relationships with community parks. Among those, Bryant Park in New York, Oak Park Public Library (IL) & Hillsboro (Oregon) Public Library are great examples that show to the community what is neighborhood identity and how those places has become the “third place” of the community.
Public Libraries in Park Settings

New Library - Boca Raton, FL
City Martin Luther King, Jr. Park – 26.8 acres

- 2 basketball courts
- 1 baseball/softball stadium
- 3 multipurpose sports fields
- 1 lake
- 1 recreation center
- 1 civic center
- 1 community playground - “castle park”
- 1 maintenance facility
- 1 restroom building
- 1 rentable pavilion
- walking paths and bridges
- picnic tables and park benches

Source: 2014 WP Parks & Recreation Annual Report
City Martin Luther King, Jr. Park – 26.8 acres

Source: 2014 WP Parks & Recreation Annual Report
New Retail Garage
Rachel Murrah Civic Center
MLK Park
Children's Playground
Valencia College
Denning Ave.
Morse Blvd.
Existing Library
(expansion & all new)
Preliminary Budget
<table>
<thead>
<tr>
<th></th>
<th>Existing Site Renovation &amp; Garage</th>
<th>Existing Site New &amp; Garage</th>
<th>Adjacent to City Hall &amp; Garage (1)</th>
<th>Adjacent to Civic Center Surface Parking (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL BUDGET</td>
<td>$22,653,777</td>
<td>$23,813,718</td>
<td>$21,985,000</td>
<td>$15,297,468</td>
</tr>
<tr>
<td>Cost /Building SF only</td>
<td>$264</td>
<td>$283</td>
<td>$285</td>
<td>$275</td>
</tr>
<tr>
<td>(Cost Consultant estimate)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking (City Code) (3)</td>
<td>148</td>
<td>148</td>
<td>455</td>
<td>148</td>
</tr>
<tr>
<td>Library = 148 spaces</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Hall = 164 spaces</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Public Parking = 143 spaces</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost / Parking Space</td>
<td>$17,000</td>
<td>$17,000</td>
<td>$17,000</td>
<td>$7,000</td>
</tr>
<tr>
<td>(with Architectural facades)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Est. Construction Duration</td>
<td>14</td>
<td>12</td>
<td>12</td>
<td>13</td>
</tr>
<tr>
<td>(Months)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1) Budget value for a new garage *without* 2 adjacent western land parcels = 281 spaces @ $17,000/space = $18,825,499.
(2) Budget value assumes surface parking option with stormwater under drains & no runoff into existing lake.
(3) Parking count assumes shared parking (with 2 adjacent land parcels) located on grade level + 3 levels above grade (incl. roof).
Possible Sources of Funding

• Real Estate Disposition

• Philanthropy

• Fundraising

• Grants

• Partnerships

• Bond Referendum (i.e., golf course, police station)

• New Venues Revenue
Next Steps

Public Input Forums 4 & 5
Task Force Recommendations
Final Report to Commission
COMMUNITY ENGAGEMENT

It is a time of great opportunity for community improvement...to champion new thinking that our Public Libraries have a unique stature as a trusted community hub and repository of knowledge and information accessible to ALL.
Thank You!
Community Forum April 28, 2015

It takes a community to build a library, and we’ve invited our community to offer their feedback. We want to incorporate the needs and concerns expressed by our community into everything we do, and in return provide them with accurate information and research. The Library has opened doors to dialogue by actively soliciting community input. On April 28 the Task Force held two community forums in the Community Room of the Winter Park Public Library.

The program included:
- Introduction and Task Force Process – Sam Stark
- History of WPPL Locations – Shawn Shaffer
- Benchmarking, Comparisons and New Library Design – Clyde Scoles
- Program Design – Shawn Shaffer
- Site Locations and Block and Stack Designs – John Cunningham
- Open Q&A

The pattern of questioning that emerged during the question and answer session made apparent that despite numerous public announcements, advertisements, flyers and social media outreach there was still misinformation or misunderstanding of the Task Force’s year-long efforts. The forums greatly helped to inform the community and positively change perceptions about the Task Force and the progress of their work.

Overall, the public had similar questions at both forums. Many members of the public wanted to know why certain sites had been eliminated and whether potential partnerships had been explored. There were concerns expressed about pedestrian and bicycle-friendly travel, density increases downtown, sustainability, the necessity for parking structures and relocation of the Library. Our patrons were surprised to learn that the Library had been in several locations over the years.

Patrons had thoughtful comments about challenges and opportunities at all the sites. Thanks to their input, we considered new options and conducted additional research. We look forward to incorporating more feedback from the community as the process moves forward.

Questions from Public Forums
- Has the Task Force/Library considered increased future operating costs?
- Has the Task Force locked into square footage?
- Was consideration given to future site development?
- Can the Task Force highlight the ability (or inability) of the Library to make any future adjustments or expansions on each site?
- What is the current site’s property value if sold?
- What is the cost to acquire each site?
- Which sites are in the CRA to potentially receive funding?
- Could the Library have an electronic survey about library location?
- Was the site on New England and Virginia considered?
- Why was the Progress Point location eliminated?

- Has thought been given to future technology shifts and how that affects the Library?
- Will books remain, especially for children?
Were patron age demographics considered?
Were future population demographics considered?

How will the parking be handled at City Hall (how much parking, parking poaching, and increased density)?
Could current Library site be City Hall?
Could Lyman Avenue be closed to benefit current Library site?

Were the MLK Park unity circles considered?
How is sustainability defined and criteria weighted?
How much of MLK Park would be used?
Could we increase the size of MLK Park?

How has walkability been addressed?
Which sites are most walkable?
What could be done to make each site more pedestrian friendly?
Was future transportation considered (Sunrail, arteries)?
Was there a traffic study about placing more cars at City Hall and MLK Park?

Could we list the trade-offs with each site?
Will there be free parking at each location?
What has been studied or done to ensure adequate parking spaces at each location?
Parking poaching at each site?

Could the Post Office site be revisited?
Could the Post Office be placed at Progress Point?
If there’s a Progress Point property disposition, could Central Park still be on the table?
What is the cost for the Post Office site compared to the other three?

Comments from Public Forums
City Hall site is in extremely close proximity to the railroad.
Could the Library partner with Rollins for parking on current site?
At MLK Park site, the Library is no longer in the current core.
MLK Park site rated least sustainable by Sustainability Board (mentioned by Sustainability board members at each forum).
Building on the MLK Park site could potentially mean a loss of greenspace.
It should be referred to as the MLK Park site, not Civic Center site, because more than just the Civic Center location is being explored.
The Library should lay out the logistics of the City Hall site vs the MLK Park site.
Valencia representative was very excited about potential partnership at MLK Park site.
This is an opportunity to build a library to Winter Park standards and should not be squandered.
Less friction for the Civic Center location due to it already being “grey space”.

City Hall site is in extremely close proximity to the railroad.
Appendix E

Transportation Study
For four days in May, all patrons were asked how they arrived at the library. The majority came by car, but others walked, rode bikes, and took SunRail or a bus.

**OVERALL MODE OF TRANSPORTATION**

The four-day cumulative travel data reveal that 90% of patrons arrive to the library in a car.

“How did you arrive at the library today?”

- Car: 1500
- Walk: 114
- Bike: 37
- Bus: 15
- Other: 9

**TRANSPORTATION BY DAY**
The highest percentage of non-motorists was on Sunday. Tuesday (perhaps due to storytimes) showed the largest percentage of motorists.

```
"How did you arrive at the library today?"

<table>
<thead>
<tr>
<th></th>
<th>Saturday</th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Car</td>
<td>348</td>
<td>248</td>
<td>398</td>
<td>507</td>
</tr>
<tr>
<td>Walk</td>
<td>29</td>
<td>26</td>
<td>31</td>
<td>28</td>
</tr>
<tr>
<td>Bike</td>
<td>6</td>
<td>7</td>
<td>15</td>
<td>9</td>
</tr>
<tr>
<td>Bus</td>
<td>6</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>Other</td>
<td>3</td>
<td>0</td>
<td>4</td>
<td>2</td>
</tr>
</tbody>
</table>
```

DRIVE-THRU BOOK DROPS

Seventy-nine percent of the book drop traffic is from 9am-6pm.
### TOTAL CARS

On average there were 261 cars driving through and 283 cars that parked at the library each day of the four day survey period.

Source: Data collected by WP Traffic Department. Data above represents all vehicles exiting the book drop crescent from 12:00am on May 2 to midnight on May 5, 2015.
<table>
<thead>
<tr>
<th></th>
<th>Saturday</th>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parked</td>
<td>256</td>
<td>177</td>
<td>311</td>
<td>386</td>
</tr>
<tr>
<td>Drive-Thru</td>
<td>217</td>
<td>246</td>
<td>316</td>
<td>266</td>
</tr>
</tbody>
</table>

Source: Data derived from asking how many passengers were in the car.
Appendix F

Soil Borings Report
Preliminary Subsurface Soil Exploration and Geotechnical Engineering Evaluation
Proposed Library
SW Corner of West Morse Boulevard and South Denning Drive
Winter Park, Florida

Ardaman & Associates, Inc.

OFFICES

Orlando – 8008 S. Orange Avenue, Orlando Florida 32809 – Phone (407) 855-3860
Alexandria – 3609 Mac Lee Drive, Alexandria, Louisiana 71302 – Phone (318) 443-2888
Bartow – 1525 Centennial Drive, Bartow, Florida 33830 – Phone (863) 533-0858
Baton Rouge – 316 Highlandia Drive, Baton Rouge, Louisiana 70884 – Phone (225) 752-4790
Cocoa – 1300 N. Cocoa Blvd., Cocoa, Florida 32922 – Phone (321) 632-2503
Fort Myers – 9970 Bavaria Road, Fort Myers, Florida 33913 – Phone (239) 768-6600
Miami – 2608 W. 84th Street, Hialeah, Florida 33016 – Phone (305) 825-2683
Monroe – 1122 Hayes Street, West Monroe, Louisiana 71292 – Phone (318) 387-4103
New Orleans – 1305 Distributors Row, Suite I, Jefferson, Louisiana 70123 – Phone (504) 835-2593
Port St. Lucie – 460 Concourse Place NW, Unit 1, Port St. Lucie, Florida 34986 – Phone (772) 878-0072
Sarasota – 78 Sarasota Center Blvd., Sarasota, Florida 34240 – Phone (941) 922-3526
Shreveport – 7222 Greenwood Road, Shreveport, Louisiana 71119 – Phone (318) 636-3673
Tallahassee – 3175 West Thrpe Street, Tallahassee, Florida 32303 – Phone (850) 576-6131
Tampa – 3925 Coconut Palm Drive, Suite 115, Tampa, Florida 33619 – Phone (813) 620-3389
West Palm Beach – 2200 North Florida Mango Road, Suite 101, West Palm Beach, Florida 33409 – Phone (561) 687-8200
Dear Mr. Attaway:

As requested and authorized, we have completed a preliminary shallow subsurface soil exploration for the subject project. The purposes of performing this exploration were to determine soil stratigraphy and groundwater levels at selected locations and preliminarily evaluate the compatibility of the conditions encountered with the proposed development. This report documents our findings.

We understand that future development of the site may include a 2-story library.

SITE LOCATION AND SITE DESCRIPTION

The site for the proposed development is located on the southwest corner of West Morse Boulevard and South Denning Drive in Winter Park, Orange County, Florida (Section 1, Township 22 South, Range 29 East). The general site location is shown superimposed on the Orlando East, Florida U.S.G.S. quadrangle map presented on Figure 1.

The subject site currently consists of a grassy, public park and the northeast corner of the existing Lake Mendsen. The site slopes downward towards the lake. We note that a semi-circular retaining wall structure, located to the east of the lake, provides a level viewing area of the lake.

REVIEW OF SOIL SURVEY MAPS

Based on the 1989 Soil Survey for Orange County, Florida, as prepared by the U.S. Department of Agriculture Soil Conservation Service, the site is located in an area mapped as the "Pits" soil series, which consists of excavated areas of unconsolidated or heterogeneous soil and geologic materials which have been removed primarily for use in road construction or as fill material for low areas and for building foundations. Areas of this map unit consist of a pit or depressed area from 5 to 40 feet deep, surrounded by sidewalls of variable steepness.
FIELD EXPLORATION PROGRAM

SPT Borings

The field exploration program included performing two Standard Penetration Test (SPT) borings. The SPT borings were advanced to depths of 70 and 75 feet below the ground surface using the methodology outlined in ASTM D-1586. A summary of this field procedure is included in the Appendix. Split-spoon soil samples recovered during performance of the borings were visually classified in the field and representative portions of the samples were transported to our laboratory in sealed sample jars.

The groundwater level at each of the boring locations was measured during drilling. The borings were grouted with cement-bentonite slurry upon completion of drilling.

Test Locations

The approximate locations of the borings are schematically illustrated on a site aerial photograph shown on Figure 2. These locations were determined in the field by estimating distances from existing site features and should be considered accurate only to the degree implied by the method of measurement used. Boring locations should be considered accurate only to the degree implied by the method of locating used.

LABORATORY PROGRAM

Representative soil samples obtained during our field sampling operation were packaged and transferred to our laboratory for further visual examination and classification. The soil samples were visually classified in general accordance with the Unified Soil Classification System (ASTM D-2488). The resulting soil descriptions are shown on the soil boring profiles presented on Figure 3.

In addition, we conducted three percent fines analyses (ASTM D1140) on selected soil samples. The results of these tests are presented adjacent to the sample depth on the boring profiles on Figure 3.

GENERAL SUBSURFACE CONDITIONS

General Soil Profile

The results of the field exploration and laboratory programs are graphically summarized on the soil boring profiles presented on Figure 3. The stratification of the boring profiles represents our interpretation of the field boring logs and the results of laboratory examinations of the recovered samples. The stratification lines represent the approximate boundary between soil types. The actual transitions may be more gradual than implied.
The results of the borings indicate the following general soil profile:

<table>
<thead>
<tr>
<th>Depth Below Ground Surface (feet)</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 9</td>
<td>Very loose to medium dense fine sand with varying amounts of silt and clay (SP, SP-SM, SM, SC)</td>
</tr>
<tr>
<td>9 – 32.5</td>
<td>Very loose to loose fine sand with varying amounts of clay (SP, SP-SC, SC)</td>
</tr>
<tr>
<td>32.5 – 75</td>
<td>Very loose to medium dense fine sand with varying amounts of silt and clay (SP, SP-SM, SC) or medium stiff clay (CL/CH)</td>
</tr>
</tbody>
</table>

The above soil profile is outlined in general terms only. Please refer to Figure 3 for soil profile details.

Groundwater Level

The groundwater level was measured in the boreholes during drilling. As shown on Figure 3, groundwater was encountered at depths that ranged from 1.8 and 3.5 feet below the existing ground surface on the dates indicated. Fluctuations in groundwater levels should be anticipated throughout the year primarily due to seasonal variations in rainfall and other factors that may vary from the time the borings were conducted.

PRELIMINARY ENGINEERING EVALUATION

The results of our preliminary exploration indicate that, with proper site preparation (i.e., stripping, grubbing, proofrolling, filling, compacting, etc.), the existing soils as encountered in the SPT borings are generally suitable for supporting the proposed library structure.

We note that it is our understanding that the proposed development includes filling a portion of the existing lake to provide a building pad for the library. We recommend drilling in the lake (i.e.; utilizing barge-mounted drilling equipment) prior to making a final decision relative to the suitability of the site.

CLOSURE

The findings submitted herein are based on the data obtained from the soil borings presented on Figure 3. This report does not reflect any variations which may occur adjacent to or between the borings. The nature and extent of the variations between the borings may not become evident until during further exploration and/or construction. A more detailed subsurface soil exploration in the structure area should be performed prior to final design. Additional subsurface soil
exploration is necessary before final site preparation and foundation recommendations can be provided and once foundation loads are known.

This preliminary study is based on a relatively shallow exploration and is not intended to be an evaluation for sinkhole potential. This study does not include an evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface.

This report has been prepared for the exclusive use of the City of Winter Park in accordance with generally accepted geotechnical engineering practices for the purpose of preliminary exploration and geotechnical engineering evaluation for the proposed development. No other warranty, expressed or implied, is made.

We are pleased to be of assistance to you on this phase of the project. When we may be of further service to you or should you have any questions, please contact us.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.
Certificate of Authorization No. 5950

Virginia A. Goff, E.I.
Assistant Project Engineer

VAG/CHC
15-6356 PSSE Winter Park Library.docx(Sep 2015)
LEGEND

TH  STANDARD PENETRATION TEST (SPT) BORING LOCATION

NOTE: THE AERIAL PHOTOGRAPH FOR THE BORING LOCATION PLAN WAS OBTAINED FROM GOOGLE EARTH PRO, DATED 02/18/2015.
SOIL DESCRIPTIONS

- FINE SAND (SP)
- FINE SAND WITH SILT (SP-SM)
- SILTY FINE SAND (SM)
- FINE SAND WITH CLAY (SP-SC)
- CLAYEY FINE SAND (SC)
- SANDY CLAY TO CLAY (CLICH)

LEGEND

COLORS

- LIGHT BROWN TO BROWN
- GRAY TO GREENISH GRAY
- DARK GRAY OR DARK BROWN
- LIGHT GRAY TO GRAY

SPT STANDARD PENETRATION TEST

N STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT

GROUNDWATER LEVEL MEASURED ON DATE DRILLED

-200 PERCENT PASSING NO. 200 SIEVE SIZE (PERCENT FINES) (ASTM D-1140)

UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D-2487)

ENGINEERING CLASSIFICATION

I. COHESIONLESS SOILS

DESCRIPTION

- VERY LOOSE
- LOOSE
- MEDIUM DENSE
- DENSE
- VERY DENSE

BLOW COUNT "N"

- 4 TO 10
- 10 TO 30
- 30 TO 50

II. COHESIVE SOILS

DESCRIPTION

- VERY SOFT
- SOFT
- MEDIUM STIFF
- STIFF
- VERY STIFF
- HARD

UNCONFINED COMpressive STRENGTH, QU, TSF

BLOW COUNT "N"

- >1/4
- 1/4 TO 1/2
- 1/2 TO 1
- 1 TO 2
- 2 TO 4

NOTES:

1. UPON COMPLETION OF EACH SPT BORING, THE BOREHOLE WAS GROUTED WITH CEMENT-BENTONITE SLURRY.

2. ALl SPT BORINGS WERE PERFORMED USING A SAFETY HAMMER IN THE UPPER 10.5 FEET AND AN AUTOMATIC HAMMER BELOW 10.5 FEET TO THE BORING TERMINATION DEPTH. AUTOMATIC HAMMER N-VALUES MAY BE CONVERTED TO EQUIVALENT SAFETY HAMMER N-VALUES BY MULTIPLYING BY 1.24.

WHILE THE BORINGS ARE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT THEIR RESPECTIVE LOCATIONS AND FOR THEIR RESPECTIVE VERTICAL REACHES, LOCAL VARIATIONS CHARACTERISTIC OF THE SUBSURFACE MATERIALS OF THE REGION ARE ANTICIPATED AND MAY BE ENCOUNTERED. THE BORING LOGS AND RELATED INFORMATION ARE BASED ON THE DRILLER’S LOGS AND VISUAL EXAMINATION OF SELECTED SAMPLES IN THE LABORATORY. THE DELINEATION BETWEEN SOIL TYPES SHOWN ON THE LOGS IS APPROXIMATE AND THE DESCRIPTION REPRESENTS OUR INTERPRETATION OF SUBSURFACE CONDITIONS AT THE DESIGNATED BORING LOCATIONS ON THE PARTICULAR DATE DRILLED.

GROUNDWATER ELEVATIONS SHOWN ON THE BORING LOGS REPRESENT GROUNDWATER SURFACES ENCOUNTERED ON THE DATES SHOWN. FLUCTUATIONS IN WATER TABLE LEVELS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR.
APPENDIX

Standard Penetration Test Boring Procedure
STANDARD PENETRATION TEST

The standard penetration test is a widely accepted test method of \textit{in situ} testing of foundation soils (ASTM D 1586). A 2-foot long, 2-inch O.D. split-barrel sampler attached to the end of a string of drilling rods is driven 18 inches into the ground by successive blows of a 140-pound hammer freely dropping 30 inches. The number of blows needed for each 6 inches of penetration is recorded. The sum of the blows required for penetration of the second and third 6-inch increments of penetration constitutes the test result or N-value. After the test, the sampler is extracted from the ground and opened to allow visual examination and classification of the retained soil sample. The N-value has been empirically correlated with various soil properties allowing a conservative estimate of the behavior of soils under load.

The tests are usually performed at 5-foot intervals. The test holes are advanced to the test elevations by rotary drilling with a cutting bit, using circulating fluid to remove the cuttings and hold the fine grains in suspension. The circulating fluid, which is a bentonitic drilling mud, is also used to keep the hole open below the water table by maintaining an excess hydrostatic pressure inside the hole. In some soil deposits, particularly highly pervious ones, NX-size flush-coupled casing must be driven to just above the testing depth to keep the hole open and/or prevent the loss of circulating fluid.

Representative split-spoon samples from the soils are brought to our laboratory in air-tight jars for further evaluation and testing, if necessary. Samples not used in testing are stored for 30 days prior to being discarded.
Appendix G

City of Winter Park Rental Facility Listing
## City of Winter Park Rental Facilities

<table>
<thead>
<tr>
<th>Facility</th>
<th>Size (square feet)</th>
<th>Capacity</th>
<th>Kitchen</th>
<th>Fee</th>
<th>Parking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civic Center Ballroom</td>
<td>3355</td>
<td>140</td>
<td>Full Kitchen Available</td>
<td>$2000 (Fri/Sat flat rate 11a-mid)</td>
<td>Parking on Site</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1600 (Sn 2p-10p)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$160/hr M-R</td>
<td></td>
</tr>
<tr>
<td>Civic Center Full Building</td>
<td>5800</td>
<td>250</td>
<td>Full Kitchen Available</td>
<td>$2800 (Fri/Sat flat rate 11a-mid)</td>
<td>Parking on Site</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1600 (Sn 2p-10p)</td>
<td></td>
</tr>
<tr>
<td>Civic Center Small Room</td>
<td>567</td>
<td>40</td>
<td>Full Kitchen Available</td>
<td>$70/hour</td>
<td>Parking on Site</td>
</tr>
<tr>
<td>Community Center Oak Room</td>
<td>1377</td>
<td>95</td>
<td>Full Kitchen Available</td>
<td>$95/hour</td>
<td>Parking on Site, Public parking available</td>
</tr>
<tr>
<td>Community Center Elm Room</td>
<td>1581</td>
<td>108</td>
<td>NA</td>
<td>$95/hour</td>
<td>Parking on Site, Public parking available</td>
</tr>
<tr>
<td>Community Center Cedar Room</td>
<td>1080</td>
<td>74</td>
<td>NA</td>
<td>$65/hour</td>
<td>Parking on Site, Public parking available</td>
</tr>
<tr>
<td>Community Center Cypress Room</td>
<td>936</td>
<td>66</td>
<td>NA</td>
<td>$65/hour</td>
<td>Parking on Site, Public parking available</td>
</tr>
<tr>
<td>Community Center Half Ballroom</td>
<td>2958</td>
<td>200</td>
<td>Full Kitchen Available</td>
<td>$1225 (Fri-Sun flat rate 4p-mid)</td>
<td>Parking on Site, Public parking available</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$210/hr</td>
<td></td>
</tr>
<tr>
<td>Community Center Ballroom</td>
<td>6500</td>
<td>350</td>
<td>Full Kitchen Available</td>
<td>$1575 (Fri-Sun flat rate 4p-mid)</td>
<td>Parking on Site, Public parking available</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$325/hr</td>
<td></td>
</tr>
<tr>
<td>Community Center Activity Room</td>
<td>900</td>
<td>40</td>
<td>Full Kitchen Available</td>
<td>$65/hour</td>
<td>Parking on Site, Public parking available</td>
</tr>
<tr>
<td>Azalea Lane Recreation Center East Room</td>
<td>900</td>
<td>30</td>
<td>Catering Kitchen</td>
<td>$50/hour</td>
<td>Parking on Site</td>
</tr>
<tr>
<td>Azalea Lane Recreation Center West Room</td>
<td>1445</td>
<td>70</td>
<td>Catering Kitchen</td>
<td>$70/hour</td>
<td>Parking on Site</td>
</tr>
<tr>
<td>Winter Park Country Club Full Building</td>
<td>1500</td>
<td>80</td>
<td></td>
<td>$900 (flat rate Fri/Sat 4p-mid)</td>
<td>Shared Parking with Golf Course</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$200/hr</td>
<td></td>
</tr>
<tr>
<td>Lake Island Hall</td>
<td>1200</td>
<td>70</td>
<td>Catering Kitchen</td>
<td>$80/hr</td>
<td>Parking on Site</td>
</tr>
<tr>
<td>Winter Park Farmers Market</td>
<td>2800</td>
<td>130</td>
<td>Catering Kitchen</td>
<td>$1300 (flat rate Fri/Sat 4p-mid)</td>
<td>Dedicated Parking Lot and Public Parking</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$140/hr (Sun-Thu)</td>
<td></td>
</tr>
</tbody>
</table>
Appendix H

Winter Park and Regional Services and Spaces
Winter Park Area Services and Spaces

AARP (Amer. Assoc. for Retired Persons)
- Information about available space does not apply (no space available)

Adult Continuing Education (ACE) OCPS
- Information about available space does not apply (no space available)

Albin Polasek Museum & Sculpture Gardens
- Room(s): Multiple indoor and outdoor spaces on property available for rental
- Availability: By reservation only
- Occupancy: Between 15-350, depending on the space(s) rented on the property
- Sq. footage: Varies—depends on the space(s) rented on the property
- Cost: Monday-Thursday: Between $1,000-$1,750 (depending on the organization and required setup); Fridays and Sundays: $2,250; Saturdays: $3,000

Art’s Sake Acting Studios
- Information about available space does not apply (no space available)

Audubon Center for Birds of Prey
- Information about available space does not apply (no space available)

Austin’s Coffee & Film – Open Mic Nights
- Space is available for rental but availability, occupancy, sq. footage, and cost are unknown. Contact Austin’s Coffee & Film directly at 407-975-3364 for more information.

Cady Way Bike Trail
- Information about available space does not apply (no space available)

Casa Feliz Historic Home Museum
- Room(s): Main house + garden room available for rental
- Availability: By reservation only
- Occupancy: Between 25-120, depending on the space(s) rented on the property
- Sq. footage: Varies—depends on the space(s) rented on the property
- Cost: Between $400-$2,600 (pre-tax) (depending on the event, set-up needs, and day, time, and duration of event)

Center for Contemporary Dance
- Room(s): 2 dance studios
- Availability: By reservation only
• Occupancy: Unknown—Studio A dimensions: 38’x24’; Studio B dimensions: 48’x24’
• Sq. footage: Unknown—See above for studio dimensions
• Cost: Between $35-$95/hour (depending on the event) (discounted rates are available for 501(C)(3) organizations). Additional fees for tables/chairs may apply.

Chamberlin’s Market & Café
• Information about available space does not apply (no space available)

City of Maitland
- **Art & History Association**
  • Room(s): 5 rental spaces are available: The Chapel, Mayan Courtyard, Main Garden and the Germaine Marvel Building, as well as the Cottage at Lake Lily
  • Availability: By reservation only
  • Occupancy: Between 30-250, depending on the space(s) rented
  • Sq. footage: Unknown
  • Cost: Between $30/hour (two hour minimum)-$1,200/day (depending on the space(s) rented). Additional fees for tables, chairs, etc. are not included. Discounts are available to Art & History Association members and non-profit organizations.

- **Civic Center**
  • Room(s): Multiple rooms are available for rental within the facility
  • Availability: By reservation only
  • Occupancy: Between 49-850, depending on the space(s) rented
  • Sq. footage: For the entire facility, approximately 15,000 sq. ft.
  • Cost: Between $60/hour (two hour minimum)-$2,800 (six hour rental)—cost varies depending on the space(s) rented within the facility. Additional fees may also apply.

City of Orlando
- **Beardall Senior Center**
  • Room(s): 2—a multipurpose room and a ballroom are available for rental
  • Availability: By reservation only
  • Occupancy: Between 50-150, depending on the space(s) rented
  • Sq. footage: Unknown
  • Cost: Between $50-$100/hour, depending on the space(s) rented

- **Marks Street Senior Recreation Center**
  • Room(s): 6
- **Museum of Art**
  - Room(s): Multiple rooms are available for rental within the facility
  - Availability: By reservation only
  - Occupancy: Between 50-1,000, depending on the space(s) rented and the room set-up(s)
  - Sq. footage: Unknown

- **Science Center**
  - Room(s): Multiple spaces are available for rental within the facility
  - Availability: By reservation only
  - Occupancy: Unknown
  - Sq. footage: 200,000
  - Cost: Unknown. Specific pricing information can be found by contacting Helen Tillem, Director of Meetings and Events

- **Shakespeare Theater**
  - Room(s): 7 spaces are available for rental within the facility
  - Availability: By reservation only
  - Occupancy: Between 69-324, depending on the space(s) rented and the room set-up(s)
  - Sq. footage: Unknown
  - Cost: Between $40-$200/hour, depending on the space(s) rented. Discounts for non-profit organizations are also available. A full pricing list can be found here: [http://www.orlandoshakes.org/pdfs/Rental_Packet.pdf](http://www.orlandoshakes.org/pdfs/Rental_Packet.pdf)

**City of Winter Park**

- **Community Center**
  - Room(s): 6
  - Availability: By reservation only
- **Farmer’s Market**
  - Room(s): 1 (additional outdoor space is available)
  - Availability: By reservation only
  - Occupancy: 140
  - Sq. footage: 2,800
  - Cost: Hourly reservations are available during the week (Monday-Thursday) for $140/hour (2 hour minimum). Reservations for weekend days (Friday-Sunday) are available for $1,300/day. Weekend reservations are from 4:00 p.m.- midnight on Fridays and Saturdays, and 2:00 p.m.-10:00 p.m. on Sundays

- **Parks & Recreation**
  - Room(s): Multiple indoor and outdoor facilities/spaces are available for rental
  - Availability: By reservation only
  - Occupancy: Varies
  - Sq. footage: Unknown
  - Cost: Varies. A full pricing list for the different facilities/spaces available can be found here: [https://cityofwinterpark.org/departments/parks-recreation/rental-facilities/](https://cityofwinterpark.org/departments/parks-recreation/rental-facilities/)

- **Rachel D. Murrah Civic Center**
  - Room(s): Numerous rooms/setups available
  - Availability: By reservation only
  - Occupancy: 40-200
  - Sq. footage: 5,800
  - Cost: Between $70-$160/hour on weekdays (Monday-Thursday), and between $1,600-$2,800 for reservations on weekend days (depends upon room(s) chosen, times, etc.)

- **Sports Fields**
  - Field(s): 10 fields are available for rental
  - Availability: By reservation only
- **Occupancy:** Not applicable
- **Sq. footage:** Unknown
- **Cost:** Between $29-$52/hour (a full pricing list for the different fields can be found here: [http://cityofwinterpark.org/docs/departments/parks-recreation/Fields.pdf](http://cityofwinterpark.org/docs/departments/parks-recreation/Fields.pdf)). Additional fees for field linings apply.

**Crealdé School of Art**

- Information about available space does not apply (no space available)

**Enzian Theatre**

- **Room(s):** Theater and accompanying facilities are available for rental
- **Availability:** By reservation only
- **Occupancy:** 200
- **Sq. footage:** Unknown
- **Cost:** Rates vary, but start at $250/hour with a two hour minimum

- **Brouhaha Film & Video Showcase**

- Information about available space does not apply (no space available)

- **Central Florida Jewish Film Festival**

- Information about available space does not apply (no space available)

- **Florida Film Festival**

- Information about available space does not apply (no space available)

- **Southeast Asian Film Festival**

- Information about available space does not apply (no space available)

**Faith Communities**

- **All Saints Episcopal Church**

- **Room(s):** The church is available to parishioners for baptisms, weddings, and funerals
- **Availability:** By reservation only
- **Occupancy:** Unknown
- **Sq. footage:** Unknown
- **Cost:** Unknown—contact the church at 407-647-3413 for more information
- **Bethel Missionary Baptist Church**
  - Information about available space is unavailable. Contact the church directly at 407-629-5741 for additional information.

- **Calvary Assembly of God**
  - Room(s): Multiple spaces are available for rental
  - Availability: By reservation only
  - Occupancy: Over 5,000
  - Sq. footage: Unknown
  - Cost: Unknown (see [http://www.calvaryorlando.org/facilities/index.html](http://www.calvaryorlando.org/facilities/index.html), or call 407-644-1199 ext.8138 for additional information)

- **First Baptist Church**
  - Information about available space is unavailable. Contact the church directly at 407-644-3061 for additional information.

- **First Christian Church of Winter Park**
  - Information about available space is unavailable. Contact the church directly at 407-644-5060 for additional information.

- **First Congregational Church**
  - Information about available space is unavailable. Contact the church directly at 407-647-2416 for additional information.

- **First United Methodist Church**
  - Information about available space is unavailable. Contact the church directly at 407-644-2906 for additional information.

- **Flowers Temple Church of God**
  - Information about available space is unavailable.

- **The Life Center Church (Eatonville)**
  - Information about available space is unavailable. Contact the church directly at 407-628-3229 for additional information.

- **Macedonia Missionary Baptist Church (E)**
  - Information about available space is unavailable. Contact the church directly at 407-647-8034 for additional information.
- **Mt. Moriah Missionary Baptist**
  - Information about available space is unavailable.

- **St Margaret Mary Catholic Church**
  - Information about available space is unavailable. Contact the church directly at 407-647-3392 for additional information.

- **New Fellowship Church of God**
  - Information about available space is unavailable.

- **New Warner Chapel Primitive Baptist**
  - Information about available space is unavailable. Contact the church directly at 407-644-3233 for additional information.

- **Patmos Chapel Seventh Day Adventist**
  - Information about available space is unavailable. Contact the church directly at 407-629-7005 for additional information.

- **Prayer Mission Church of God in Christ**
  - Information about available space is unavailable.

- **St Lawrence AME Church (E)**
  - Information about available space is unavailable. Contact the church directly at 407-619-4652 for additional information.

- **United Church of God by Faith**
  - Information about available space is unavailable. Contact the church directly at 407-629-9560 for additional information.

- **Ward Chapel African Methodist Episcopal**
  - Information about available space is unavailable. Contact the church directly at 407-628-1602 for additional information.

**Florida Writer’s Group**
- Information about available space does not apply (no space available)

**Full Circle Yoga**
- Information about available space does not apply (no space available)

**Global Peace Film Festival**
• Information about available space does not apply (no space available)

**Hannibal Square Heritage Center**
• Information about available space does not apply (no space available)

**Holocaust Memorial Resource & Education Center (Maitland)**
• Information about available space does not apply (no space available)

**Ideal Women’s Club**
• Information about available space does not apply (no space available)

**(Roth) Jewish Community Center of Greater Orlando (Maitland)**
• Room(s): 14 indoor and outdoor spaces/facilities are available for rental on the property
• Availability: By reservation only
• Occupancy: Unknown
• Sq. footage: Unknown
• Cost: Unknown. For additional information about occupancy, sq. footage, and cost, contact the Jewish Community Center directly at 407-645-5933.

**Latin Music Institute**
• Information about available space does not apply (no space available)

**Leu Gardens**
• Room(s): 4 rooms/spaces are available for rental
• Availability: By reservation only
• Occupancy: Between 14-180, depending on the space(s) rented
• Sq. footage: Unknown
• Cost: Between $50/hour-$750/four hours—rates vary depending on the day/time of the event. For additional information, visit [http://www.leugardens.org/rental-information/](http://www.leugardens.org/rental-information/) or call 407-246-2620.

- **Bromeliad Society of Central Florida**
  • Information about available space does not apply (no space available)

- **Camellia Society of CF**
  • Information about available space does not apply (no space available)

- **CF Anthropological Society**
  • Information about available space does not apply (no space available)
- **CF Orchid Society**
  - Information about available space does not apply (no space available)
- **CF Rose Society**
  - Information about available space does not apply (no space available)
- **Florida Native Plant Society (Tarflower Chapter)**
  - Information about available space does not apply (no space available)
- **Florida Trail Association**
  - Information about available space does not apply (no space available)
- **Herb Society of Central Florida**
  - Information about available space does not apply (no space available)
- **Ikebana International Chapter 132**
  - Information about available space does not apply (no space available)
- **Orange Audubon Society**
  - Information about available space does not apply (no space available)
- **Organic Growers**
  - Information about available space does not apply (no space available)
- **Orlando Area Historical Rose Society**
  - Information about available space does not apply (no space available)
- **Sierra Club, Central Florida Chapter**
  - Information about available space does not apply (no space available)
- **Tropical Fruit Club of CF**
  - Information about available space does not apply (no space available)

(The) **Mayflower Retirement Community**
- Information about available space is unavailable. Call 407-672-1620 for more information.
- **Mayflower Toastmasters**
• Information about available space does not apply (no space available)

Mead Gardens
• Room(s): 5 facilities/spaces are available for rental at Mead Gardens
• Availability: By reservation only
• Occupancy: Varies depending on the space(s) rented
• Sq. footage: Varies depending on the space(s) rented
• Cost: Unknown. See http://www.meadgarden.org/facilities for additional information.

Mennello Museum Of American Art
• Information about available space is unavailable. Call 407-246-4278 for more information.

Morse Museum of American Art
• Information about available space does not apply (no space available)

Orange County Regional History Center
• Information about available space is unavailable. Call 407-836-8585 for more information.

Orlando Film Festival
• Information about available space does not apply (no space available)

Orlando Latin American Film Festival
• Information about available space does not apply (no space available)

Rollins College
• According to their website, Rollins College facilities and grounds are primarily designed and reserved for supporting the educational mission of the college. In some cases, however, the facilities and grounds may also be made available to outside entities for approved purposes. For additional information on available space, occupancy, sq. footage, cost, etc., email Sudie Eisenbarth at seisenbarth@rollins.edu.

University Club of Winter Park
• Room(s): Multiple rooms are available for rental within the facility
• Availability: By reservation only
• Occupancy: Between 14-200, depending on the space(s) rented within the facility and room set-up(s)
• Sq. footage: Unknown
• Cost: Rates vary depending on the space(s) rented within the facility, as well as the room set-ups, and day/time of event. Rates start at $15/hour and go up to $1,000 for rental of the ballroom for a dinner or reception. For additional information, call 407-644-6149.

Valencia College, Winter Park
• Information about available space does not apply (no space available)

Winter Park Autumn Art Festival
• Information about available space does not apply

Winter Park Chamber of Commerce
• Information about available space does not apply (no space available)

Winter Park Welcome Center
• Information about available space does not apply (no space available)

Winter Park Garden Club
• Room(s): The facility has several rooms and a kitchen (individual room rental is not available)
• Availability: By reservation only
• Occupancy: Up to 175
• Sq. footage: 3,000
• Cost: Rates vary. Detailed rate information can be found by visiting: http://winterparkgardencolumn/rental-information/ or by calling 407-644-5770.

Winter Park History Museum
• Information about available space does not apply (no space available)

Winter Park Playhouse
• Information about available space does not apply (no space available)

Woman’s Club of Winter Park
• Room(s): Main ballroom plus additional rooms for buffet and beverage service areas are available for rental
• Availability: By reservation only
• Occupancy: Between 120-150, depending on the event and set-up
• Sq. footage: Unknown
• Cost: Unknown. Contact 407-644-2237 for availability, pricing, and further information.
YMCA of Central Florida
- Crosby Family YMCA
  - Information about available space does not apply (no space available)
- YMCA Lakemont
  - Information about available space does not apply (no space available)

Winter Park Public Library
- Room(s): 3 (Community Room, Conference Room, and Melanson Room)
- Availability: Available to the public for rental during all Library operating hours
- Occupancy: 60 (Community Room), 16 (Conference Room), and 30 (Melanson Room)
- Sq. footage: 2,436 (combined square footage of all three meeting rooms)
- Cost: Community Room: $800/day or $100/hour (2 hour minimum), Conference Room: $400/day or $50/hour (2 hour minimum), Melanson Room: $480/day or $60/hour (2 hour minimum)

Central Florida Acoustic Guitar Players
- Information about available space does not apply (no space available)

Storytellers of Central Florida
- Information about available space does not apply (no space available)

Winter Park Sidewalk Art Festival
- Information about available space does not apply (no space available)

Winter Park Tech
- Information about available space is unavailable. Contact Winter Park Tech directly at 407-622-2900 for additional information.

Winter Park Tennis Center
- Information about available space is unavailable. Contact the Winter Park Tennis Center directly at 407-599-3445 for additional information.

Winter Park Toastmasters
- Information about available space does not apply (no space available)

Zora Neale Hurston National Museum of Fine Arts
• Space may be available for rental but availability, occupancy, sq. footage, and cost are unknown. Contact the Zora Neale Hurston National Museum of Fine Arts at 407-647-3307 for more information.

- **Festival of the Arts & Humanities**

• Information about available space does not apply (no space available)
Appendix I

Letter of Support—Valencia
May 1, 2015

Sam Stark
President and CEO
Massey Communications
1736 33rd Street
Orlando, FL 32839

Dear Mr. Stark:

It has come to my attention that you are chairing a task force to evaluate future options for the location and development of the Winter Park Library and that one of the sites under consideration is on Morse Boulevard adjacent to Valencia’s Winter Park Campus. I would like to offer just a preliminary comment on this option for your consideration.

Valencia College has operated successfully on this site in Winter Park for nearly twenty years. In this time, we have grown to serve some 3,000 students per semester in our attractive and modestly scaled building of just over 50,000 square feet. We love this location and enjoy serving residents from every neighborhood of Winter Park. We are here for the long-term, although our capacity at this site is fully absorbed, so we will be unable to grow with the community.

We view the possibility of the library relocating to Morse Boulevard very positively. At the very least, we believe it will be a great neighbor and provide services that are congenial to our mission. And there may well be synergies in our operations and programming that would be beneficial to both of our missions. These can be explored further if the site is recommended by your task force and approved by the City Council.

I must add that we love Martin Luther King Park and believe a tastefully designed 21st century library could do much to enhance and activate this beautiful green-space, further connecting it to the community.

We look forward to your recommendations. If I can provide any further information to you, please do not hesitate to call.

Yours truly,

Sanford C. Shugart
Appendix J

Education and Enrichment Opportunities for Children
### Education and Enrichment Opportunities for Children

<table>
<thead>
<tr>
<th>Name</th>
<th>Website</th>
<th>age 0-5</th>
<th>K-5</th>
<th>Programs</th>
<th>Services</th>
<th>Events</th>
<th>Free</th>
</tr>
</thead>
<tbody>
<tr>
<td>JCC of Greater Orlando</td>
<td><a href="https://www.orlandojcc.org/">https://www.orlandojcc.org/</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
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<tr>
<td>Aloma Elementary - Extended Day</td>
<td><a href="https://www.ocps.net/lc/east/eal/Pages/default.aspx">https://www.ocps.net/lc/east/eal/Pages/default.aspx</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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</tr>
<tr>
<td>Brookshire Elementary - Extended Day</td>
<td><a href="https://www.ocps.net/lc/east/br/Pages/default.aspx">https://www.ocps.net/lc/east/br/Pages/default.aspx</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Domerich Elementary - Extended Day</td>
<td><a href="https://www.ocps.net/lc/east/edo/Pages/default.aspx">https://www.ocps.net/lc/east/edo/Pages/default.aspx</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Lakemont Elementary - Extended Day</td>
<td><a href="https://www.ocps.net/lc/east/elk/Pages/default.aspx">https://www.ocps.net/lc/east/elk/Pages/default.aspx</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Princeton Elementary-Extended Day/YMCA</td>
<td><a href="https://www.ocps.net/lc/north/epr/Pages/default.aspx">https://www.ocps.net/lc/north/epr/Pages/default.aspx</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
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<tr>
<td>All Saints</td>
<td><a href="http://www.allsaintswp.com/">http://www.allsaintswp.com/</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Geneva School-Afterschool Care</td>
<td><a href="http://www.genevaschool.org/">http://www.genevaschool.org/</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>International Community School</td>
<td><a href="http://iccsa/index.html">http://iccsa/index.html</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Jewish Academy of Orlando</td>
<td><a href="http://www.jewishacademyorlando.org/">http://www.jewishacademyorlando.org/</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
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<tr>
<td>Lake Highland</td>
<td><a href="http://www.lhps/lhps/HOME.aspx">http://www.lhps/lhps/HOME.aspx</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Maitland Montessori</td>
<td><a href="http://www.maitlandmontessori.org/">http://www.maitlandmontessori.org/</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Park Maitland-Aftercare</td>
<td><a href="http://www.parkmaitland.org/">http://www.parkmaitland.org/</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>St. Margaret Mary Catholic school</td>
<td><a href="http://www.smmknight.org/">http://www.smmknight.org/</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
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<tr>
<td>Trinity Preparatory</td>
<td><a href="http://www.trinityprep.org/">http://www.trinityprep.org/</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
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<tr>
<td>Winter Park Presbyterian</td>
<td><a href="http://www.winppc.org/Joomla25/">http://www.winppc.org/Joomla25/</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
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<tr>
<td>Killarney elementary-day</td>
<td><a href="https://www.ocps.net/lc/east/eau/Pages/default.aspx">https://www.ocps.net/lc/east/eau/Pages/default.aspx</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
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<tr>
<td>Alpha Christian Academy</td>
<td><a href="http://www.alphachristianacademy.com/">http://www.alphachristianacademy.com/</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Conductive Education Center of Orlando</td>
<td><a href="http://www.cecfi.org/Programs/FullSchoolDay.aspx">http://www.cecfi.org/Programs/FullSchoolDay.aspx</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Childtime</td>
<td><a href="http://winterparkdaynursery.org/about-us/">ask evelyn</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Monarch Learning Academy-extended care</td>
<td><a href="https://monarchlearningacademy.com/">https://monarchlearningacademy.com/</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<tr>
<td>Central Christian Academy</td>
<td><a href="http://access-inc.com/cca">http://access-inc.com/cca</a></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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</tbody>
</table>
Appendix K

Education and Enrichment Opportunities for Teens
<table>
<thead>
<tr>
<th>Name</th>
<th>Website</th>
<th>Description</th>
<th>Free?</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agape Counseling Center</td>
<td><a href="http://www.agapeacc.com/">http://www.agapeacc.com/</a></td>
<td>Christian-based life counseling</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Aikido Orlando Dojo</td>
<td><a href="http://www.aikiorlando.com/aikido-classes-kids">http://www.aikiorlando.com/aikido-classes-kids</a></td>
<td>Teen martial arts classes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Another Chance Counseling</td>
<td><a href="http://anotherchancecounselingcenter.com/">http://anotherchancecounselingcenter.com/</a></td>
<td>Alcohol/substance abuse counseling</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Babe Ruth League</td>
<td><a href="http://www.winterparkbaberuth.com/">http://www.winterparkbaberuth.com/</a></td>
<td>Baseball and softball for kids and teens</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Bach Festival Youth Choir</td>
<td><a href="http://www.bachfestivalflorida.org/outreach/youth-choir">http://www.bachfestivalflorida.org/outreach/youth-choir</a></td>
<td>Youth choir</td>
<td>No</td>
<td></td>
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<tr>
<td>Big Brothers Big Sisters of Central Florida</td>
<td><a href="http://www.bbbcsfl.org/site/c.clKWiC0IU6H/b.6368025/k.DF8/Big_Brot">http://www.bbbcsfl.org/site/c.clKWiC0IU6H/b.6368025/k.DF8/Big_Brot</a></td>
<td>Mentoring programs</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Center for Contemporary Dance</td>
<td><a href="http://www.thecenterfordance.org/">http://www.thecenterfordance.org/</a></td>
<td>Musical theater dance camp, summer intensives, special needs classes, pre-professional studies, voice &amp; music instruction</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Chad Von Dette Self-Defense &amp; Martial Arts</td>
<td><a href="http://www.chadvondette.com/#!for-teenagers/c11k6">http://www.chadvondette.com/#!for-teenagers/c11k6</a></td>
<td>Self defense class for teens</td>
<td>No</td>
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<tr>
<td>Crealde School of Art</td>
<td><a href="http://www.crealde.org/yap.html">http://www.crealde.org/yap.html</a></td>
<td>Young Artist Program - drawing, ceramics, sculpture, photography, printmaking, mixed-media classes</td>
<td>No</td>
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<tr>
<td>Darwin Fitness</td>
<td><a href="http://darwin-fitness.com/personal-training-for-children-and-teenagers">http://darwin-fitness.com/personal-training-for-children-and-teenagers</a></td>
<td>Personal training</td>
<td>No</td>
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</tr>
<tr>
<td>Dojo Karate Center</td>
<td><a href="http://www.thedojoakaratecenters.com/school-tours/baldwin-park-sched/">http://www.thedojoakaratecenters.com/school-tours/baldwin-park-sched/</a></td>
<td>Karate classes</td>
<td>No</td>
<td></td>
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<tr>
<td>EZ Learning Driving School</td>
<td><a href="http://www.orlandoedrivingschool.com/">http://www.orlandoedrivingschool.com/</a></td>
<td>Driving school &amp; traffic school</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Florida Symphony Youth Orchestra</td>
<td><a href="https://orlandophil.org/youth-orchestras/">https://orlandophil.org/youth-orchestras/</a></td>
<td>Youth orchestra</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Goldenrod Recreation Center</td>
<td><a href="http://orlandomagicocflgyms.net/yahoo_site_admin/assets/docs/YouthRdrecomme.html">http://orlandomagicocflgyms.net/yahoo_site_admin/assets/docs/YouthRdrecomme.html</a></td>
<td>Yes/No</td>
<td></td>
<td></td>
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<tr>
<td>Hands On Orlando</td>
<td><a href="http://www.handsonorlando.com/Join">http://www.handsonorlando.com/Join</a></td>
<td>Volunteer opportunities</td>
<td>Yes</td>
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<tr>
<td>Jewish Community Center, Maitland</td>
<td><a href="https://www.orlandojcc.org/youth/camp_j_tayarim_grades_6_9">https://www.orlandojcc.org/youth/camp_j_tayarim_grades_6_9</a></td>
<td>Summer Camp and other activities</td>
<td>No</td>
<td></td>
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<tr>
<td>Lifeskills</td>
<td><a href="http://lifeskillscenter.com/teens-and-adults/">http://lifeskillscenter.com/teens-and-adults/</a></td>
<td>Work with SPD disorder, occupational and speech/language therapies, sensory integration treatment &amp; evaluations</td>
<td>No</td>
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<tr>
<td>Lighthouse Baptist Church</td>
<td><a href="http://www.lbchwinterpark.com/youth">http://www.lbchwinterpark.com/youth</a></td>
<td>Bi-weekly activities, choir, outreach, teen conference VBS Programs in acting, modeling, monologue &amp; scene study, image &amp; confidence development</td>
<td>Yes</td>
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<tr>
<td>Lisa Maile Modeling School</td>
<td><a href="http://www.lisamaile.com/maile-school-acting-modeling-image-program">http://www.lisamaile.com/maile-school-acting-modeling-image-program</a></td>
<td>Ballet, tap, jazz, hiphop, lyrical, modern, cheer/tumbling, expressive dance classes</td>
<td>No</td>
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<tr>
<td>NRG-Dance Studios</td>
<td><a href="http://nrg-dancestudios.weebly.com/">http://nrg-dancestudios.weebly.com/</a></td>
<td>Youth Theatre</td>
<td>No</td>
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<tr>
<td>Orlando Repertory Theatre Youth Academy</td>
<td><a href="http://www.orlandorep.com/season/fall/">http://www.orlandorep.com/season/fall/</a></td>
<td>Non-residential, gender-specific program for girls who are experiencing difficulty or conflict in school or at home. Small classroom settings, course recovery, one-on-one instruction, self-pace on-line learning, classroom instruction, GED track, Workforce Certification, Better Grades, Leadership Skills, Life Skills, Microsoft Professional Certification, Food Handling &amp; Safety Certification, resume writing &amp; job interview skills.</td>
<td>??</td>
<td></td>
</tr>
<tr>
<td>Pace</td>
<td><a href="http://www.pacecenter.org/centers/orange">http://www.pacecenter.org/centers/orange</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rollins College Educational Talent Search</td>
<td><a href="http://www.rollins.edu/pre-collegiate-programs/talent-search/index.htm">http://www.rollins.edu/pre-collegiate-programs/talent-search/index.htm</a></td>
<td>College prep classes for high-achieving students</td>
<td>Yes</td>
<td>Starts in 6th grade</td>
</tr>
<tr>
<td>Rollins College Summer Camp</td>
<td><a href="http://www.rollins.edu/summer-camp/index.html">http://www.rollins.edu/summer-camp/index.html</a></td>
<td>Summer Camp</td>
<td>No</td>
<td>More for kids/tweens</td>
</tr>
<tr>
<td>Rollins College Upward Bound</td>
<td><a href="http://www.rollins.edu/pre-collegiate-programs/upward-bound/index.html">http://www.rollins.edu/pre-collegiate-programs/upward-bound/index.html</a></td>
<td>Pre-collegiate preparation for first generation and/or low income students.</td>
<td>Yes</td>
<td>Starts in 9th grade</td>
</tr>
<tr>
<td>Organization</td>
<td>Website</td>
<td>Offered Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------</td>
<td>-------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
<td></td>
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</tr>
<tr>
<td>Total Life Counseling</td>
<td><a href="http://www.totalifecounseling.com/services-therapy-orlando-florida-cl">http://www.totalifecounseling.com/services-therapy-orlando-florida-cl</a></td>
<td>Counseling or Therapy for ADHD, ODD, Anxiety, Mood Disorders, Depression by Expert Therapists and Counselors in Winter Park</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Victory Martial Arts</td>
<td><a href="http://www.victoryma.com/programs/">http://www.victoryma.com/programs/</a></td>
<td>Teen martial arts classes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Winter Park Community Center</td>
<td><a href="http://cityofwinterpark.org/departments/parks-and-recreation/recreation">http://cityofwinterpark.org/departments/parks-and-recreation/recreation</a></td>
<td>Teen night (Fridays), Midnight Basketball (Saturdays), Girls on Fire group (Saturdays)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>YMCA of Central Florida</td>
<td><a href="http://ymcacentralflorida.com/activity-schedule-search/camp/">http://ymcacentralflorida.com/activity-schedule-search/camp/</a></td>
<td>Various summer camp opportunities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Youth Leaders -- Winter Park Chamber of Commerce</td>
<td><a href="http://www.winterpark.org/content/youth-leaders">http://www.winterpark.org/content/youth-leaders</a></td>
<td>Summer leadership program, &quot;designed to help students develop new leadership skills and expose them to opportunities for leadership within our community.&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&quot;Session topics include team building, arts and culture in Winter Park, media and communications, law and government and a day for career exploration and mentoring.&quot;</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix L

Education and Enrichment Opportunities for Adults
<table>
<thead>
<tr>
<th>Name</th>
<th>Education and Enrichment Opportunities for Adults</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Continuing Education (ACE) OCPS</td>
<td>Highly-qualified instructors for health sciences, information technology, digital/m Arts, and related fields</td>
</tr>
<tr>
<td>Agape Counseling Center</td>
<td>Christian-based life counseling</td>
</tr>
<tr>
<td>Akiko Orlando Dojo</td>
<td>Teen martial arts classes</td>
</tr>
<tr>
<td>Albin Polasek Museum</td>
<td>Sculpture museum and garden. Preserve the works of Czech sculptor Albin Polasek</td>
</tr>
<tr>
<td>All Saints Episcopal Church</td>
<td>Episcopal church, supports many charities. Programs, services, and events for children</td>
</tr>
<tr>
<td>Aloma Bowl</td>
<td>Services for children aged 0-12</td>
</tr>
<tr>
<td>Aloma Elementary - Extended Day</td>
<td>Programs for children in grades K-5</td>
</tr>
<tr>
<td>Alpha Christian Academy</td>
<td>Programs and events for children in grades K-5.</td>
</tr>
<tr>
<td>Annie Russell Theatre</td>
<td>Owned by Rollins and named after a British stage actress. It is the longest-running hot spot.</td>
</tr>
<tr>
<td>Another Chance Counseling</td>
<td>Alcohol/substance abuse counseling</td>
</tr>
<tr>
<td>Art's Sake Acting Studios</td>
<td>Film acting classes</td>
</tr>
<tr>
<td>Audubon Park</td>
<td>Programs, services, and events for children in grades K-5.</td>
</tr>
<tr>
<td>Audubon Center for Birds of Prey</td>
<td>Bird sanctuary. Events related to education about wild birds of prey.</td>
</tr>
<tr>
<td>Austin's Coffee &amp; Film</td>
<td>Coffee bar featuring live bands, art shows, independent films, live comedy, poetry, and music</td>
</tr>
<tr>
<td>Babe Ruth League</td>
<td>Baseball and softball for kids and teens</td>
</tr>
<tr>
<td>Bach Festival Society of Winter Park</td>
<td>Offer annual Bach Festival, Choral Masterworks and visiting artists performances</td>
</tr>
<tr>
<td>Beadall Senior Center</td>
<td>Run by Orlando’s Parks &amp; Rec department. Offers recreational, fitness, cultural, and educational programs</td>
</tr>
<tr>
<td>Bethel Missionary Baptist Church</td>
<td>Worship, outreach, classes.</td>
</tr>
<tr>
<td>Big Brothers Big Sisters of Central Florida</td>
<td>Mentoring programs</td>
</tr>
<tr>
<td>Bishop Moore</td>
<td>Programs, services, and events for children.</td>
</tr>
<tr>
<td>Bromeliad Society of Central Florida</td>
<td>Encourages the exchange of info, public interest and education about bromeliads</td>
</tr>
<tr>
<td>Brookshire Elementary - Extended Day</td>
<td>Programs for children in grades K-5</td>
</tr>
<tr>
<td>Calvary Assembly of God</td>
<td>Bible studies, choir, support groups, charitable works</td>
</tr>
<tr>
<td>Camellia Society of Central Florida</td>
<td>Members are interested in growing, propagating and learning more about camellia plants.</td>
</tr>
<tr>
<td>Casa Felix Historic Home Museum</td>
<td>Historic home. Site for weddings, banquets, etc. Annuals events: Christmas at Casa Felix.</td>
</tr>
<tr>
<td>Center for Contemporary Dance</td>
<td>Nonprofit arts organization and production center for professional dance performances</td>
</tr>
<tr>
<td>Center For Lifelong Learning</td>
<td>Part of Rollins College Hamilton Holt School. Mainly geared for working and retired adults</td>
</tr>
<tr>
<td>Central Florida Acoustic Fingerstyle Guitar</td>
<td>Musicians of all levels an styles of acoustic fingerstyle guitar share their passion</td>
</tr>
<tr>
<td>Central Florida Anthropological Society</td>
<td>A non-profit organization dedicated to the study and preservation of Florida’s prehistoric and cultural</td>
</tr>
<tr>
<td>Central Florida Jazz Festival</td>
<td>A cinematic celebration of Jewish life, culture and history, co-presented with the New World Symphony</td>
</tr>
<tr>
<td>Central Florida Orchesty Society</td>
<td>Extends the knowledge, production, use, and appreciation of orchids as well as passing of the torch.</td>
</tr>
<tr>
<td>Central Florida Rose Society</td>
<td>Monthly meetings feature knowledgeable speakers covering many aspects of rose growing.</td>
</tr>
<tr>
<td>Chad Von Dette Self-Defense &amp; Martial Arts</td>
<td>Self defense class for teens</td>
</tr>
<tr>
<td>Chamberlins Market &amp; Cafe</td>
<td>A full service natural foods grocery market. Offers continued education and special events</td>
</tr>
<tr>
<td>Children's Art Festival</td>
<td>Programs for children</td>
</tr>
<tr>
<td>Circle Christian School</td>
<td>Programs and events for children aged 0-12.</td>
</tr>
<tr>
<td>City of Winter Park Community Center</td>
<td>Amenities include a fitness center, two basketball courts, media center, banquet</td>
</tr>
<tr>
<td>Community School of Music</td>
<td>Provides private instruction of music to all ages and is a charter member of the National Endowment for Music</td>
</tr>
<tr>
<td>Conductive Education Center of Orlando</td>
<td>Programs, services, and events for children aged 0-12.</td>
</tr>
<tr>
<td>Cornell Fine Arts Museum</td>
<td>Houses the only European Old Masters collection in the area, a sizable American</td>
</tr>
<tr>
<td>Creadle School of Art</td>
<td>Nonprofit community arts offering 100+ visual arts classes and humanities-based programs</td>
</tr>
<tr>
<td>Crosby Family YMCA</td>
<td>Fitness center</td>
</tr>
</tbody>
</table>
### Darwin Fitness
- Personal training

### Dojo Karate Center
- Karate classes

### Domenich Elementary - Extended Day
- Programs for children in grades K-5

### Enzian Theatre
- Full-time alternative cinema, home of Eden Bar and the Florida Film Festival.

### EZ Learning Driving School
- Driving school & traffic school

### First Baptist Church
- Bible studies, choir, support groups, charitable works

### First Christian Church of Winter Park
- Bible studies, choir, support groups, charitable works

### First Congregational Church
- Bible studies, choir, support groups, charitable works

### First United Methodist Church
- Bible studies, choir, support groups, charitable works

### First United Methodist Preschool
- Services and events for children aged 0-5.

### Florida Film Festival
- Ten days of 170 films and events and mingling with filmmakers and celebrities.

### Florida Native Plant Society
- Promotes the preservation, conservation and restoration of native plants via field trips.

### Florida Symphony Youth Orchestra
- Youth orchestra

### Florida Trail Association – Central Florida chapter
- Maintains part of the Florida National Scenic Trail. Also provides educational and recreations opportunities.

### Flowers Temple Church of God
- Bible studies, choir, support groups, charitable works

### Full Circle Yoga
- Yoga studio, offers teacher training courses.

### Geneva School-Afterschool Care
- Programs and events for children aged 0-12.

### Global Peace Film Festival
- Presents films from around the world, educational panel discussions relating to peace.

### Goldendog Recreation Center
- Free youth membership, gym & gym room; fee programs in boxing, cheerleading, flag football, volleyball, magic, karate

### Hamilton Holt School
- Evening-only classes towards various degrees.

### Hands On Orlando
- Volunteer opportunities

### Hannibal Square Heritage Center
- Offers a Visiting Exhibition Series, community-created public art installations and exhibits, and other events.

### Holocaust Memorial Resource & Education Center
- Dedicated to combating anti-Semitism, racism and prejudice. Houses permanent exhibitions.

### Ideal Women’s Club
- 141 S. Pennsylvania Ave • Winter Park, FL 32789 • 407-644-4421

### Reban International Chapter 132
- Chapter members &/or invited experts present programs to learn Ikebana and its traditions.

### International Community School
- Programs and events for children aged 0-12.

### ICC of Greater Orlando
- Programs, services, and events for children aged 0-12.

### Jewish Academy of Orlando
- Programs, services, and events for children in grades K-5.

### Jewish Community Center, Maitland
- Summer Camp and other activities

### Killeary elementary-extended day
- Events for children in grades K-5

### Lake Highland
- Programs and events for children aged 0-12.

### Lake Montessori Elementary - Extended Day
- Programs for children in grades K-5

### Latin Music Institute
- Lessons for guitar, piano, violin, drums, voice, Latin percussion, flute, clarinet, saxophone.

### Leu Gardens
- 50-acres of garden plus the Leu House Museum

### Life Center Church
- Bible studies, choir, support groups, charitable works

### Lifeskills
- Work with ADHD, occupational and speech/language therapies, sensory integration treatments & evaluations

### Lighthouse Baptist Church
- Bi-weekly activities, choir, outreach, teen conference VBS

### Lil 500 Go-Karts
- Programs for children

### Lisa Maile Modeling School
- Programs in acting, modeling, monologue & scene study, image & confidence development

### Macedonia Missionary Baptist Church
- Bible studies, choir, support groups, charitable works

### Maitland Montessori
- Programs for children aged 0-12.

### Marks Street Senior Recreation Center
- Run by Orlando’s Parks & Rec department. Offers recreational, fitness, cultural, and educational opportunities.

### Master Class Academy
- Programs and events for children aged 0-12.

### Mayflower Toastmasters
- Club designed to help members improve communication skills. Members give speeches.

### Mead Gardens
- Protects, restores, beautifies and advocates gardening to the community. Offers gardening programs.

### Theatre – Eden cinema, home of Eden Bar
- Supports groups, charitable works

### United Methodist Church
- Bible studies, choir, support groups, charitable works

### United Peace Film Festival
- A platform for independent filmmakers to showcase their work.

<table>
<thead>
<tr>
<th>Church/Luxembourg</th>
<th>Address</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broward Synagogue</td>
<td>1300 South Orlando Ave • Maitland, FL 32751 • 407-629-1088</td>
<td>Adults</td>
</tr>
<tr>
<td>Central Baptist</td>
<td>642 West New England Ave • Winter Park, FL 32789 • 407-539-2680</td>
<td>Adults and children</td>
</tr>
<tr>
<td>Central Congregational Church of Christ</td>
<td>851 N Maitland Ave • Maitland, FL 32751 • 407-628-0555</td>
<td>Adults and children</td>
</tr>
<tr>
<td>First Baptist Church</td>
<td>415 Lakeside Drive #104 • Altamonte Springs, FL 32701</td>
<td>Adults and children</td>
</tr>
<tr>
<td>First Christian Church of Winter Park</td>
<td>733 W Lyman Ave • Winter Park Florida 32789 • 407-644-8408</td>
<td>Adults and children</td>
</tr>
<tr>
<td>First Congregational Church</td>
<td>972 B &amp; C Orange Ave • Winter Park • 407-644-3288 • <a href="mailto:christined@fnp.org">christined@fnp.org</a></td>
<td>Adults</td>
</tr>
<tr>
<td>First Church of God</td>
<td>141 S. Pennsylvania Ave • Winter Park, FL 32789 • 407-644-4421</td>
<td>Adult women</td>
</tr>
<tr>
<td>First United Methodist Church</td>
<td>7270 N Maitland Ave • Maitland, FL 32751 • 407-644-1088</td>
<td>Adults</td>
</tr>
<tr>
<td>First United Methodist Church</td>
<td>1300 S. New York Ave • Winter Park, FL 32789 • Phone</td>
<td>Adults and children</td>
</tr>
<tr>
<td>First United Methodist Church</td>
<td>1140 S. Lakemont Ave • Winter Park, FL 32792 • 407-644-5060</td>
<td>Adults and children</td>
</tr>
<tr>
<td>First United Methodist Church</td>
<td>225 S. Interlachen Ave • Winter Park, FL 32789 • 407-647-2416</td>
<td>Adults and children</td>
</tr>
<tr>
<td>First United Methodist Church</td>
<td>125 N. Interlachen Ave • Winter Park, FL 32789 • 407-644-2906 • <a href="mailto:info@fucc.org">info@fucc.org</a></td>
<td>Adults and children</td>
</tr>
<tr>
<td>First United Methodist Church</td>
<td>1140 S. Lakemont Ave • Winter Park, FL 32792 • 407-644-5060</td>
<td>Adults and children</td>
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<td>Adults and children</td>
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<td>Adults and children</td>
</tr>
<tr>
<td>Organization</td>
<td>Location</td>
<td>Program/Services</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>-----------------------------------------------</td>
<td>---------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Menello Museum of American Art</td>
<td>Orlando, FL 32803</td>
<td>Exhibits feature American art of all genres and time periods plus a permanent co</td>
</tr>
<tr>
<td>Monarch Learning Academy-extended care</td>
<td>Orlando, FL 32803</td>
<td>Programs and events for children aged 0-12.</td>
</tr>
<tr>
<td>Morse Museum of American Art</td>
<td>Winter Park, FL 32789</td>
<td>Comprehensive collection of works by Louis Comfort Tiffany plus American art pe</td>
</tr>
<tr>
<td>Mt. Moriah Missionary Baptist</td>
<td>Orlando, FL 32803</td>
<td>Bible studies, choir, support groups, charitable works</td>
</tr>
<tr>
<td>Museum of Art</td>
<td>Orlando, FL 32803</td>
<td>501 (c)(3). Collects/presents local, regional, national and internationally sign</td>
</tr>
<tr>
<td>New Warner Chapel Primitive Baptist</td>
<td>Orlando, FL 32803</td>
<td>Bible studies, choir, support groups, charitable works</td>
</tr>
<tr>
<td>NRG Dance Studios</td>
<td>Orlando, FL 32803</td>
<td>Ballet, tap, jazz, hip hop, lyrical, modern, cheer/tumbling, expressive dance</td>
</tr>
<tr>
<td>Orange Audubon Society</td>
<td>Orlando, FL 32803</td>
<td>Promotes public understanding of, and an interest in, wildlife and the environment</td>
</tr>
<tr>
<td>Orange County Regional History Center</td>
<td>Orlando, FL 32803</td>
<td>Houses the collection of the Historical Society of Central Florida, the Joseph L.</td>
</tr>
<tr>
<td>Organic Growers (Simple Living Institute)</td>
<td>Orlando, FL 32803</td>
<td>Creates public awareness of organic issues, facilitates development of organic co</td>
</tr>
<tr>
<td>Orlando Area Historical Rose Society</td>
<td>Orlando, FL 32803</td>
<td>Studies the historical perspectives of old roses and encourages the growth and pe</td>
</tr>
<tr>
<td>Orlando Film Festival</td>
<td>Orlando, FL 32803</td>
<td>Supports independent cinema and promotes culture and the arts in Downtown Orlando</td>
</tr>
<tr>
<td>Orlando Repertory Theatre Youth Academy</td>
<td>Orlando, FL 32803</td>
<td>Provides educational opportunities including field trips, family science nights at</td>
</tr>
<tr>
<td>Orlando Science Center</td>
<td>Orlando, FL 32803</td>
<td>Produces professional theater, develops new plays and educational experiences.</td>
</tr>
<tr>
<td>Orlando Shakespeare Theater</td>
<td>Orlando, FL 32803</td>
<td>Non-residential, gender-specific program for girls who are experiencing difficulty</td>
</tr>
<tr>
<td>Pace Maitland-Aftercare</td>
<td>Orlando, FL 32803</td>
<td>Programs for children aged 0-12.</td>
</tr>
<tr>
<td>Patmos Chapel Seventh Day Adventist</td>
<td>Orlando, FL 32803</td>
<td>Bible studies, choir, support groups, charitable works</td>
</tr>
<tr>
<td>Philanthropy &amp; Nonprofit Leadership Center</td>
<td>Winter Park, FL 32789</td>
<td>Part of the Rollins College Crummer Graduate School of Business. Established to</td>
</tr>
<tr>
<td>Princeton Elementary-Extended Day/YMCA</td>
<td>Winter Park, FL 32789</td>
<td>Programs for children in grades K-5</td>
</tr>
<tr>
<td>Rachel D. Murrah Civic Center</td>
<td>Winter Park, FL 32789</td>
<td>Functions as a gathering place for events. Rates vary.</td>
</tr>
<tr>
<td>Rollins College Early Childhood Program</td>
<td>Winter Park, FL 32789</td>
<td>Programs for children</td>
</tr>
<tr>
<td>Rollins College Educational Talent Search</td>
<td>Winter Park, FL 32789</td>
<td>College prep classes for high-achieving students.</td>
</tr>
<tr>
<td>Rollins College Summer Camp</td>
<td>Winter Park, FL 32789</td>
<td>Summer Camp</td>
</tr>
<tr>
<td>Rollins College Upward Bound</td>
<td>Maitland, FL 32781</td>
<td>Pre-collegiate preparation for first generation and/or low income students.</td>
</tr>
<tr>
<td>Roths Family Jewish Community Center of Greater O</td>
<td>Maitland, FL 32781</td>
<td>Preschool, after school activities, summer camp, fitness, sports, arts and commu</td>
</tr>
<tr>
<td>Scenic Boat Tour</td>
<td>Orlando, FL 32803</td>
<td>Services for children aged 0-12.</td>
</tr>
<tr>
<td>Sierra Club, Central Florida Chapter</td>
<td>Orlando, FL 32803</td>
<td>Uses grassroots activism and community action to protect America’s environmen</td>
</tr>
<tr>
<td>Southeast Asian Film Festival</td>
<td>Orlando, FL 32803</td>
<td>Showcases South Asian (India/Pakistan) culture and heritage through independent</td>
</tr>
<tr>
<td>Sports Fields</td>
<td>Orlando, FL 32803</td>
<td>Shows an image of the world’s diversity</td>
</tr>
<tr>
<td>St. Lawrence AME Church</td>
<td>Maitland, FL 32781</td>
<td>Bible studies, choir, support groups, charitable works</td>
</tr>
<tr>
<td>St. Margaret Mary Catholic school</td>
<td>Eatonville, FL 32751</td>
<td>Programs for children aged 0-12.</td>
</tr>
<tr>
<td>St. Margaret Mary Church</td>
<td>Winter Park, FL 32789</td>
<td>Bible studies, choir, support groups, charitable works</td>
</tr>
<tr>
<td>Storytellers of Central Florida</td>
<td>Orlando, FL 32803</td>
<td>Preserves and promotes the art of storytelling. Members range from novice to p</td>
</tr>
<tr>
<td>The Charles Hosmer Morse Museum of American Art</td>
<td>Winter Park, FL 32789</td>
<td>Programs and events for children aged 0-12.</td>
</tr>
<tr>
<td>The Learning Tree</td>
<td>Orlando, FL 32803</td>
<td>Programs, services, and events for children aged 0-12.</td>
</tr>
<tr>
<td>Total Life Counseling</td>
<td>Winter Park, FL 32789</td>
<td>Counseling or Therapy for ADHD, ODD, Anxiety, Mood Disorders, Depression by</td>
</tr>
<tr>
<td>Trinity Preparatory</td>
<td>Winter Park, FL 32789</td>
<td>Programs, services, and events for children in grades K-5.</td>
</tr>
<tr>
<td>Tropical Fruit Club of CF</td>
<td>Winter Park, FL 32789</td>
<td>&quot;This is a club for anyone interested in rare tropical fruits and all things related&quot;</td>
</tr>
<tr>
<td>United Church of God by Faith</td>
<td>Orlando, FL 32803</td>
<td>Bible studies, choir, support groups, charitable works</td>
</tr>
<tr>
<td>Organization Name</td>
<td>Programs and services</td>
<td>Contact Information</td>
</tr>
<tr>
<td>-------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>United Faith Private School</td>
<td>Programs and events for children</td>
<td>Children</td>
</tr>
<tr>
<td>University Club of Winter Park</td>
<td>Members join for intellectual stimulation, community service, and fellowship. Act.</td>
<td>Adults</td>
</tr>
<tr>
<td>Valencia College, Winter Park</td>
<td>Winter Park campus of Valencia College</td>
<td>Adults</td>
</tr>
<tr>
<td>Victory Martial Arts</td>
<td>Teen martial arts classes</td>
<td>Teens</td>
</tr>
<tr>
<td>Walden Community School</td>
<td>Programs, services, and events for children aged 0-12.</td>
<td>Children</td>
</tr>
<tr>
<td>Ward Chapel African Methodist Episcopal</td>
<td>Bible studies, choir, support groups, charitable works.</td>
<td>Adults and children</td>
</tr>
<tr>
<td>Winter Park Autumn Art Festival</td>
<td>Held annually on the second weekend in October. Community-oriented sidewalk</td>
<td>Adults and children</td>
</tr>
<tr>
<td>Winter Park Chamber of Commerce</td>
<td>Develops and promotes the business climate and supports the civic, educational</td>
<td>Adults</td>
</tr>
<tr>
<td>Winter Park Community Center</td>
<td>Teen night (Fridays), Midnight Basketball (Saturdays), Girls on Fire group (Saturdays)</td>
<td>Teens</td>
</tr>
<tr>
<td>Winter Park Day Nursery</td>
<td>Programs and events for children aged 0-5.</td>
<td>Children</td>
</tr>
<tr>
<td>Winter Park Farmer’s Market</td>
<td>Home of Saturday Farmer’s market</td>
<td>Adults and children</td>
</tr>
<tr>
<td>Winter Park Garden Club</td>
<td>Educates members and the public about gardening, horticulture, botany, landscape</td>
<td>Adults</td>
</tr>
<tr>
<td>Winter Park History Museum</td>
<td>Collects, preserves, promotes and researches Winter Park history, sharing it through</td>
<td>Adults and children</td>
</tr>
<tr>
<td>Winter Park Institute</td>
<td>Brings together leaders from various disciplines and expertise to for enlightened</td>
<td>Adults and children</td>
</tr>
<tr>
<td>Winter Park Parks &amp; Recreation</td>
<td>Parks, recreation, facilities, activities and services. Examples of events include</td>
<td>Adults and children</td>
</tr>
<tr>
<td>Winter Park Playhouse</td>
<td>Non-profit, professional musical theatre. Produces musical comedies, revues and</td>
<td>Adults and children</td>
</tr>
<tr>
<td>Winter Park Presbyterian</td>
<td>Programs, services, and events for children aged 0-5.</td>
<td>Adults</td>
</tr>
<tr>
<td>Winter Park Sidewalk Art Festival</td>
<td>Juried outdoor art festival. Categories include</td>
<td>Children</td>
</tr>
<tr>
<td>Winter Park Tech</td>
<td>Highly-qualified instructors for health sciences, information technology, digital/m</td>
<td>Adults</td>
</tr>
<tr>
<td>Winter Park Tennis Center</td>
<td>Cardio tennis, recreational and high performance tennis classes, summer camps,</td>
<td>Adults and children</td>
</tr>
<tr>
<td>Winter Park Toastmasters</td>
<td>Club designed to help members improve communication skills. Members give speeches and</td>
<td>Adults</td>
</tr>
<tr>
<td>Winter Park Welcome Center</td>
<td>Offers an abundance of info about Winter Park plus the Sarah Galloway Foundation</td>
<td>Adults</td>
</tr>
<tr>
<td>Winter With the Writers</td>
<td>A festival of the literary arts joins world-class writers with Rollins’s creative envi</td>
<td>Adults</td>
</tr>
<tr>
<td>Woman’s Club of Winter Park</td>
<td>Focuses on outreach, charitable giving and scholarships for students. Each me</td>
<td>Adult women</td>
</tr>
<tr>
<td>YMCA Lakemont</td>
<td>Fitness center</td>
<td>Adults and children</td>
</tr>
<tr>
<td>YMCA of Central Florida</td>
<td>Various summer camp opportunities</td>
<td>Teens</td>
</tr>
<tr>
<td>Youth Leaders – Winter Park Chamber of Commerce</td>
<td>Summer leadership program, “designed to help students develop new leadership</td>
<td>Teens</td>
</tr>
<tr>
<td></td>
<td>skills and expose them to opportunities for leadership within our community.”</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Session topics include team building, arts and culture in Winter Park, media and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>communications, law and government and a day for career exploration and mentoring.”</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zora Neale Hurston National Museum of Fine Arts</td>
<td>A place “in the heart of the community” to view the work of artists of African des</td>
<td>Adults</td>
</tr>
</tbody>
</table>
Appendix M

Possible Programming Collaborators and Community Education Opportunities
Possible Programming Collaborators and Community Education Opportunities

Adult Continuing Education (ACE) OCPS
http://www.reinventme.net/Pages/default.aspx
What: Highly-qualified instructors for health sciences, information technology, digital/media arts, audio/video technologies, automotive, building construction, manufacturing and personal growth.
Where: Five campuses (including Winter Park Tech).
Who: Adults

Albin Polasek Museum
http://www.polasek.org/
What: Sculpture museum and garden. Preserve the works of Czech sculptor Albin Polasek, celebrates representational art and exhibiting regional and international artists. Also hosts events like the Winter Park Paint Out, concerts, art classes and is available for wedding and meeting rentals.
Where: 633 Osceola Ave • Winter Park, FL 32789 • Phone: 407-647-6294
Who: Adults and children

Art’s Sake Acting Studios
What: Film acting classes
Where: 680 Clay St. • Winter Park, FL 32789 • 407-629-4800 • arts_sake@hotmail.com
Who: Adults

Audubon Center for Birds of Prey
http://fl.audubon.org/audubon-center-birds-prey
What: Bird sanctuary. Events related to education about wild birds of prey.
Where: 1101 Audubon Way • Maitland, FL 32751 • 07-644-0190
Who: Adults and children

Austin’s Coffee & Film
http://www.austinscoffee.com/
What: Coffee bar featuring live bands, art shows, independent films, live comedy, poetry.
Where: 929 W. Fairbanks Ave • Winter Park, FL 32789 • 407-975-3364
Who: Adults

Casa Feliz Historic Home Museum
http://www.casafeliz.us/index.html
What: Historic home. Site for weddings, banquets, etc. Annuals events: Christmas at the Casa, James Gamble Rogers II Colloquium on Historic Preservation and the Casa Parlor Series (a sequence of lectures and performances). Offers live music every Sunday afternoon.
Where: 656 N. Park Ave • Winter Park, FL 32789 • 407-628-8200
Who: Adults (and children for Christmas at the Casa)

Center for Contemporary Dance
http://www.thecenterfordance.org/
What: Nonprofit arts organization and production center for professional dance performances and community dance education programs. Also reaches 1,000+ Central Florida public school children
through academically-enriching performances, lecture/demonstrations and cultural dance workshops.  
Where: 3580 Aloma Ave #7 • Winter Park FL 32792 • 407-695-8366
Who: Adults

Chamberlins Market & Cafe
www.chamberlins.com
What: A full service natural foods grocery market. Offers continued education and special events focusing on natural foods and snacks.
Where: 430 N. Orlando Ave • Winter Park, Fl. 32789 • 407-647-6661
Who: Adults and children

Beardall Senior Center
http://www.cityoforlando.net/recreation/beardall-senior-center/
What: Run by Orlando’s Parks & Rec department. Offers recreational, fitness, cultural, and educational facilities and programs.
Where: 800 South Delaney Ave • Orlando, FL 32801 • 407-246-4440
Who: Seniors

East End Market  www.eastendmkt.com

Marks Street Senior Recreation Center
http://www.orangecountyfl.net/CultureParks/Parks.aspx?m=dtlvw&d=27#.VMuXVi7K6hM
What: Run by Orlando’s Parks & Rec department. Offers recreational, fitness, cultural, and educational facilities.
Where: 99 E Marks Street • Orlando, FL 32803 • 407-254-1066
Who: Seniors

Museum of Art
http://www.omart.org/
What: 501 (c)(3). Collects/presents local, regional, national and internationally significant works, develops and presents educational programs. These includes teacher professional development workshops, film programs, lectures, studio classes and lecture/luncheon programs.
Where: 2416 North Mills Ave • Orlando, FL • 407 896 4231 info@omart.org
Who: Adults and children

Orlando Science Center
www.osc.org
What: Provides educational opportunities including field trips, family science nights at schools and community centers and other outreach. Onsite exhibits, programs and labs, and giant screen films.
Where: 777 E. Princeton Street • Orlando, FL 32803 • Phone: 407-514-2000
Who: Adults and children

Shakespeare Theater
http://www.orlandoshakes.org/
What: Produces professional theater, develops new plays and educational experiences. Also offers
school workshops and residencies, community classes and training programs for future theater professionals.

**Where:** 812 E. Rollins St. • Orlando, FL 32803 • 407-447-1700

**Who:** Adults and children

**City of Winter Park Community Center**
http://cityofwinterpark.org/departments/parks-recreation/recreation-sports/community-center/

**What:** Amenities include a fitness center, two basketball courts, media center, banquet, outdoor amphitheater and a pool. Activities for seniors are free with membership card. Fitness activities for adults have small fees.

**Where:** 721 W. New England Ave • Winter Park, FL 32789 • 407-599-3275

**Who:** Adults and children

**Winter Park Farmer’s Market**
http://cityofwinterpark.org/departments/parks-recreation/rental-facilities/farmers-market/

**What:** Home of Saturday Farmer’s market.

**Where:** 200 West New England Ave • Winter Park, FL 32789 • 407-599-3341

**Who:** Adults and children

**Winter Park Parks & Recreation**
http://cityofwinterpark.org/departments/parks-recreation/

**What:** Parks, recreation, facilities, activities and services. Examples of events include Dinner on the Avenue, Farmer’s Market, Veterans Day Celebration, Russell Athletic Bowl Parade of Bands, Santa Visits Winter Park and Easter Egg Hunt. Also provide fitness trails, play spaces and parks.

**Where:** 401 South Park Ave • Winter Park, FL 32789 • 407-599-3399

**Who:** Adults and children

**Rachel D. Murrah Civic Center**
http://cityofwinterpark.org/departments/parks-recreation/rental-facilities/rachel-d-murrah-civic-center/

**What:** Functions as a gathering place for events. Rates vary.

**Where:** 1050 West Morse Blvd. • Winter Park, FL 32789 • 407-599-3341

**Who:** Adults

**Sports Fields**
See list of them here: http://cityofwinterpark.org/departments/parks-recreation/recreation-sports/

**Creadle School of Art**

**What:** Nonprofit community arts offering 100+ visual arts classes and humanities-based programs.

**Where:** 600 St. Andrews Blvd • Winter Park, FL 32792 • 407-671-1886

**Who:** Adults and children

**Enzian Theatre**
www.enzian.org

**What:** Full-time alternative cinema, home of Eden Bar and the Florida Film Festival.

**Where:** 1300 South Orlando Ave • Maitland, FL 32751 • 407-629-0054

**Who:** Adults
Central Florida Jewish Film Festival
www.enzian.org/festivals/jewish_film_festival
What: A cinematic celebration of Jewish life, culture and history, co-presented with the Jewish Community Center of Greater Orlando.
Where: at Enzian Theater (600 St. Andrews Blvd. • Winter Park, FL 32792 • 407-671-1886)
Who: Adults and children

Florida Film Festival
http://www.floridafilmfestival.com/
What: Ten days of 170 films and events and mingling with filmmakers and celebrities.
Where: 1300 South Orlando Ave • Maitland, FL 32751 • 407-629-1088
Who: Adults

Southeast Asian Film Festival
http://www.enzian.org/festivals/south_asian
What: Showcases South Asian (India/Pakistan) culture and heritage through independent films from across the globe. Co-presented with the Asian Cultural Association.
Where: 1300 South Orlando Ave • Maitland, FL 32751 • 407-629-1088
Who: Adults

All Saints Episcopal Church
http://www.allsaintswp.com/
What: Episcopal church, supports many charities. For list of charities visit http://www.allsaintswp.com/outreach.htm
Where: 338 E. Lyman Ave • Winter Park, FL 32789 • 407.647.3413
Who: Adults and children

Bethel Missionary Baptist Church
What: Worship, outreach, classes.
Where: 425 W. Welbourne Ave • Winter Park, FL 32789 • 407-629-5741
Who: Adults and Children

Calvary Assembly of God
http://calvaryorlando.org/
What: Bible studies, choir, support groups, charitable works
Where: 1199 Clay Street • Winter Park, FL 32789 • 407-644-1199
Who: Adults and Children

First Baptist Church
http://www.firstbaptistwinterpark.com/
What: Bible studies, choir, support groups, charitable works
Where: 1021 N. New York Ave • Winter Park, FL 32789 • Phone: 407-644-3061
Who: Adults and children

First Christian Church of Winter Park
http://www.firstchristianchurch.com/
What: Bible studies, choir, support groups, charitable works
Where: 1140 S. Lakemont Ave • Winter Park, FL 32792 • 407-644-5060
Who: Adults and children

First Congregational Church
http://www.fccwp.org/
What: Bible studies, choir, support groups, charitable works
Where: 225 S. Interlachen Ave • Winter Park, FL 32789 • 407-647-2416
Who: Adults and children

First United Methodist Church
http://fumcwp.org/
What: Bible studies, choir, support groups, charitable works
Where: 125 N. Interlachen Ave • Winter Park, FL 32789 • 407-644-2906 • info@fumcwp.org
Who: Adults and children

Flowers Temple Church of God
http://www.flowerstemple-cogic.com/
What: Bible studies, choir, support groups, charitable works
Where: 733 W Lyman Ave • Winter Park Florida 32789 • 407-644-8408
Who: Adults and children

Life Center Church
http://shop.thelifecenter.org/store/default.aspx
What: Bible studies, choir, support groups, charitable works
Where: 63 E. Kennedy Blvd • Eatonville, FL 32751 • 407-628-3229
Who: Adults and children

Macedonia Missionary Baptist Church
http://www.mdonia.org/home.html
What: Bible studies, choir, support groups, charitable works
Where: 412 E. Kennedy Boulevard • Eatonville, FL 32751 • 407-647-0010
Who: Adults and children

Mt. Moriah Missionary Baptist
What: Bible studies, choir, support groups, charitable works
Where: 421 S. Pennsylvania Ave • Winter Park, FL • 407-644-3818
Who: Adults and children

St. Margaret Mary Church
http://www.stmargaretmary.org/
What: Bible studies, choir, support groups, charitable works
Where: 526 North Park Ave • Winter Park, FL 32789 • 407-647-3392
Who: Adults and children

New Warner Chapel Primitive Baptist
http://newwarnerchapelpbchurch.com/
What: Bible studies, choir, support groups, charitable works
Where: 753 West Comstock Ave • Winter Park, FL 32789 • 407-644-3233 • newwarnerchapel@gmail.com
Who: Adults and children

Patmos Chapel Seventh Day Adventist
http://www.patmoschapel.org/
What: Bible studies, choir, support groups, charitable works
Where: 821 W Swoope Ave • Winter Park, FL 32789 • 407-629-7005
Who: Adults and children

St Lawrence AME Church
http://www.stlawrenceame.com/
What: Bible studies, choir, support groups, charitable works
Where: 549 E Kennedy Blvd • Eatonville, FL 32751 • 407-644-1021
Who: Adults and children

United Church of God by Faith
http://www.cogbf.org/
What: Bible studies, choir, support groups, charitable works
Where: 800 Symonds Ave • Winter Park, FL 32789 • 407-629-9560
Who: Adults and children

Ward Chapel African Methodist Episcopal
http://www.wardchapelame.org/
What: Bible studies, choir, support groups, charitable works
Where: 160 S Pennsylvania Ave • Winter Park, FL 32789 • 407-628-1602 • wardchamechurch@aol.com
Who: Adults and children

Full Circle Yoga
http://www.fullcircleyoga.com/
What: Yoga studio, offers teacher training courses.
Where: 972 B & C Orange Ave • Winter Park, FL 32789 • 407-644-3288 • christine@fullcircleyoga.com
Who: Adults

Global Peace Film Festival
http://peacefilmfest.org/
What: Presents films from around the world, educational panel discussions relating to peace issues, filmmakers, and local activists.
Where: P.O. Box 3310 • Winter Park, FL 32790-3310 info@peacefilmfest.org
Who: Adults

Hannibal Square Heritage Center
http://hannibalsquareheritagecenter.org/
What: Offers a Visiting Exhibition Series, community-created public art installations and educational programs that explore the African-American experience, black heritage, cultural preservation and Southern folklore.
Where: 642 West New England Ave • Winter Park, FL 32789 • 407-539-2680
Who: Adults and children

Holocaust Memorial Resource & Education Center
http://www.holocaustedu.org/
What: Dedicated to combating anti-Semitism, racism and prejudice. Houses permanent/temporary exhibit space, archives and a research library. Offers extensive outreach of educational and cultural programs.
Where: 851 N Maitland Ave • Maitland, FL 32751 • 407-628-0555
Who: Adults and children

Ideal Women’s Club
What:
Where: 141 S. Pennsylvania Ave • Winter Park, FL 32789 • 407-644-4421
Who: Adult women

Roth Family Jewish Community Center of Greater Orlando
https://orlandojcc.org/
What: Preschool, after school activities, summer camp, fitness, sports, arts and community programs.
Where: 851 N. Maitland Ave • Maitland, FL 32781 • 407-645-5933
Who: Adults and children

Latin Music Institute
http://www.latinmusicinstitute.com/
Where: 6586 University Blvd • Winter Park, FL 32792 • 407-673-2462 • info@newworldmusicschool.com
Who: Adults and teens

Leu Gardens
http://www.leugardens.org/
What: 50-acres of garden plus the Leu House Museum
Where: 1920 North Forest Ave • Orlando, FL • 407-246-2620
Who: Adults and children

Bromeliad Society of Central Florida
What: Encourages the exchange of info, public interest and education about bromeliads and assists in their preservation.
Where: PO Box 536961 • Orlando, FL 32853-6961 • 407-348-2139
Who: Adults

Camellia Society of Central Florida
http://camelliacfl.com/
What: Members are interested in growing, propagating and learning more about camellia. Represents Orange, Seminole, Osceola, Volusia and Lake counties.
Where: P.O. Box 325 • Plymouth, FL 32768 • 407-886-7917
Who: Adults
Central Florida Anthropological Society  
http://www.fasweb.org/chapters/central.htm  
**What:** A non-profit organization dedicated to the study and preservation of Florida's prehistoric and historic heritage.  
**Where:** P.O. Box 948003 • Maitland, FL 32794 • 407-492-5421 • centralflorida.fas@gmail.com  
**Who:** Adults

Central Florida Orchid Society  
http://cflochidssociety.org/  
**What:** Extends the knowledge, production, use, and appreciation of orchids as well as participating in shows, events, scholarship, and conservation.  
**Where:** 407-695-1297 • florchidsociety@gmail.com  
**Who:** Adults

Central Florida Rose Society  
http://www.centralfloridarosesociety.org/  
**What:** Monthly meetings feature knowledgeable speakers covering many aspects of rose culture, good fellowship, lots of rose talk, and refreshments.  
**Where:** 111 N. Silver Cluster Court • Longwood, FL 32750 • 407-721-9852  
**Who:** Adults

Florida Native Plant Society  
http://www.fnps.org/  
**What:** Promotes the preservation, conservation and restoration of native plants via field trips, conference, education programs and encouraging local landscaping practices that preserve Florida's native plant heritage.  
**Where:** 321-271-6702 • info@fnps.org  
**Who:** Adults

Florida Trail Association – Central Florida chapter  
https://sites.google.com/site/ftacentralflorida/  
**What:** Maintains part of the Florida National Scenic Trail. Also provides educational and recreational opportunities such as TGIF “after work” hikes, Historical Hikes and the wintertime Wednesday Walks.  
**Where:** 415 Lakepointe Drive #104 • Altamonte Springs, FL 32701  
**Who:** Adults and children

Ikebana International Chapter 132  
http://www.ikebanaorlando.com/  
**What:** Chapter members &/or invited experts present programs to learn Ikebana and its related Japanese arts and culture.  
**Where:** 407-797-7337 • ricarrasco@aol.com • ricbansho@ikebanabanmishofu.com.  
**Who:** Adults

Orange Audubon Society  
http://www.orangeaudubonfl.org/  
**What:** Promotes public understanding of, and an interest in, wildlife and the environment that supports
it through exhibitions and education programs

**Where:** P.O. Box 941142 • Maitland, FL 32794 • 407-637-2525
**Who:** Adults and children

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**Organic Growers (Simple Living Institute)**
http://www.simplelivinginstitute.org/organic-growers.html

**What:** Creates public awareness of organic issues, facilitates development of organic community projects and provides an outlet for organic growers to share organic farming best-practices.

**Where:** PO Box 781741 • Orlando, FL 32878 • info@simplelivinginstitute.org
**Who:** Adults

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**Orlando Area Historical Rose Society**
http://oahrs.weebly.com/

**What:** Studies the historical perspectives of old roses and encourages the growth and preservation of their heritage in gardens and landscapes.

**Where:** ?
**Who:** Adults

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**Sierra Club, Central Florida Chapter**
http://www.centraflloridasierra.org/

**What:** Uses grassroots activism and community action to protect America's environment. Members take part in hikes, biking, camping, paddling, etc. Comprises over 2,100 volunteer members in Orange, Seminole, Lake and Osceola Counties.

**Where:** 407-679-6759
**Who:** Adults

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**Tropical Fruit Club of CF**
http://tropicalfruitclub.org/

**What:** “This is a club for anyone interested in rare tropical fruits and all things related.” Meetings offer tastings, raffles, and guest speakers.

**Where:** president@tropicalfruitclub.org
**Who:** Adults

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**Mayflower Toastmasters**
http://mayflower.toastmastersclubs.org/

**What:** Club designed to help members improve communication skills. Members give speeches and are evaluated.

**Where:** 1620 Mayflower Court • Winter Park, FL 32792 • 407-672-1620
**Who:** Adults

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**Mead Gardens**
http://www.meadgarden.org/

**What:** Protects, restores, beautifies and advocates gardening to the community. Offers education and cultural programming, including hikes, summer camps, Duck Derby and more.

**Where:** 1500 S. Denning Drive • Winter Park, FL 32789 • 407-765-6323
**Who:** Adults and children
Mennello Museum of American Art
http://www.mennellomuseum.com/
What: Exhibits feature American art of all genres and time periods plus a permanent collection of Earl Cunningham paintings and a lakeside sculpture garden. Offers the annual Orlando Folk Festival and welcomes field trips from students.
Where: 900 East Princeton St • Orlando, FL 32803 • 407-246-4278
Who: Adults and children

Morse Museum of American Art
http://www.morsemuseum.org/
What: Comprehensive collection of works by Louis Comfort Tiffany plus American art pottery, late 19th- and early 20th-century American painting, graphics, decorative art. Also offers lectures, movies, and Christmas in the Park.
Where: 445 North Park Ave • Winter Park, FL 32789 • 407-645-5311
Who: Adults and children

Orange County Regional History Center
http://www.thehistorycenter.org/
What: Houses the collection of the Historical Society of Central Florida, the Joseph L. Brechner Research Library, the Emporium Museum Store, and Heritage Square park. Offers camps, events, lectures and events.
Where: 65 E. Central Blvd • Orlando, FL 32801 • 407-836-8500
Who: Adults and children

Orlando Film Festival
http://orlandofilmfest.com/
What: Supports independent cinema and promotes culture and the arts in Downtown Orlando by offering diverse stories told by independent filmmakers from around the world. Also offers acting workshops and back lot tours.
Where: 155 South Orange Ave • Orlando, FL 32801 • dspringen@orlandofilmfest.com
Who: Adults

Annie Russell Theatre
http://www.rollins.edu/annie-russell-theatre/
What: Owned by Rollins and named after a British stage actress. It is the longest-running theater in Central Florida.
Where: 1000 Holt Ave – 2735 • Winter Park, FL 32789 • 407-646-2145 • annieboxoffice@rollins.edu
Who: Adults

Bach Festival Society of Winter Park
http://www.bachfestivalflorida.org/
What: Offer annual Bach Festival, Choral Masterworks and visiting artists performances plus a variety of educational and community outreach programs to encourage participation in music at all levels. Youth choir, outreach to schools via freARTs.
Where: 1000 Holt Ave – 2763 • Winter Park, FL 32789 • 407-646-2182
Who: Adults and children
Cornell Fine Arts Museum
http://www.rollins.edu/cornell-fine-arts-museum/
What: Houses the only European Old Masters collection in the area, a sizable American art collection, and the Alfond Collection of Contemporary Art. Also offers gallery talks, lectures, discussions, films, and hands-on art activities, special tours, and scavenger hunts for the younger visitors.
Where: 1000 Holt Ave • Winter Park, FL 32789 • 407-646-2526 • info@rollins.edu
Who: Adults and children

Center For Lifelong Learning
http://www.rollins.edu/evening/rollins-center-lifelong-learning/index.html
What: Part of Rollins College Hamilton Holt School. Mainly geared for working and retired adults; focuses on earning one of numerous certificates available to strengthen professional skills and self-enrichment courses.
Where: 1000 Holt Ave – 2725 • Winter Park, FL 32789-4499 • 407-646-1577 • lifelonglearning@rollins.edu
Who: Adults

Community School of Music
http://www.rollins.edu/music/community-outreach/csm/
What: Provides private instruction of music to all ages and is a charter member of the National Association of Schools of Music. Schedules and fees available on website.
Where: 1000 Holt Ave - 2371 • Winter Park, FL 32789 • 407-646-1507
Who: Adults and children

Hamilton Holt School
http://www.rollins.edu/evening/
What: Evening-only classes towards various degrees.
Where: 1000 East Lyman Ave Box 2725 • Winter Park, FL 32789 • 407-646-2232
Who: Adults

Philanthropy & Nonprofit Leadership Center
http://pnlc.rollins.edu/
What: Part of the Rollins College Crummer Graduate School of Business. Established to strengthen organizations through education and management assistance by offering workshops, networking events and certificate programs.
Where: 200 E. New England Ave Suite 250 • Winter Park, FL 32789 • 407-975-6414
Who: Adults

Winter Park Institute
http://www.rollins.edu/rollins-winter-park-institute/
What: Brings together leaders from various disciplines and expertise to for enlightened conversation and to develop a liberally educated citizenry. Done through lectures, readings, symposiums, seminars, master classes, interviews, and special-interest sessions.
Where: 231 North Interlachen Ave • Winter Park, FL 32789 • 407-691-1995
Who: Adults
**Winter With the Writers**
http://www.rollins.edu/winter-with-the-writers/index.html

**What:** A festival of the literary arts joins world-class writers with Rollins’s creative environment, encouraging an appreciation of literary excellence in American culture. Writers read from their works and/or lectures.

**Where:** 1000 Holt Ave - 2371 • Winter Park, FL 32789 • 407.646.2666

**Who:** Adults

---

**University Club of Winter Park**
http://www.uclubwp.org/

**What:** Members join for intellectual stimulation, community service, and fellowship. Activities include Current Events Discussion, Classical Music, Book Reviews and Foreign Languages. Displays local art and offers scholarships to Central Florida students.

**Where:** 841 Park Ave North • Winter Park, FL 32789 • 407-644-6149

**Who:** Adults

---

**Valencia College, Winter Park**
http://valenciacollege.edu/wp/

**What:** One campus of Valencia State College.

**Where:** 850 W. Morse Blvd • Winter Park, FL 32789 • 407-299-5000

**Who:** Adults

---

**Winter Park Autumn Art Festival**
http://www.winterpark.org/content/winter-park-autumn-art-festival

**What:** Held annually on the second weekend in October. Community-oriented sidewalk show presents visual art, live entertainment, children’s activities and more. Is held in Central Park.

**Where:** 251 S. Park Ave • Winter Park, FL 32789 • 407-644-8281

**Who:** Adults and children

---

**Winter Park Chamber of Commerce**
http://www.winterpark.org/

**What:** Develops and promotes the business climate and supports the civic, educational and economic well-being of the area. Events include Hannibal Square Wine Tasting, Taste of Winter Park, Autumn Art Festival, Business After Hours, Winter Park Executive Women and Good Morning Winter Park.

**Where:** 151 West Lyman Ave • Winter Park, FL 32789 • 407-644-8281

**Who:** Adults

---

**Winter Park Welcome Center**

**What:** Offers an abundance of info about Winter Park plus the Sarah Galloway Foundation Community Gallery and the Winter Park Health Foundation Community Room and computers.

**Where:** 151 West Lyman Ave • Winter Park, FL 32789 • 407-644-8281

**Who:** Adults and children

---

**Winter Park Garden Club**
http://winterparkgardenclub.com/

**What:** Educates members and the public about gardening, horticulture, botany, landscape design,
conservation of natural resources, civic beautification and public sanitation. Events include monthly meetings, field trips and workshops
Where: 1300 South Denning Drive • Winter Park, FL 32789 • 407-644-5770 • wpgardenclub@embarqmail.com
Who: Adults

Winter Park History Museum
http://www.wphistory.org/
What: Collects, preserves, promotes and researches Winter Park history, sharing it through educational programs (free lecture series and outreach programs) and the museum.
Where: 200 W. New England Ave • Winter Park, FL 32789 • 407.647.2330
Who: Adults and children

Winter Park Playhouse
http://winterparkplayhouse.org/
What: Non-profit, professional musical theatre. Produces musical comedies, revues and cabarets with live musicians. Also offers R.E.A.C.H: brings live musical theatre that educates and engages Title One and other under-served elementary schools in the Central Florida community.
Where: 711 Orange Ave Suite C • Winter Park, FL 32789 • 407-645-0145 • mail@winterparkplayhouse.org
Who: Adults and children

Woman's Club of Winter Park
http://www.womansclubofwinterpark.com/
What: Focuses on outreach, charitable giving and scholarships for students. Each meeting features a program on art, literature, music, travel, drama, current affairs or another area of interest.
Where: 419 S. Interlachen Ave • Winter Park, FL 32790 • 407-644-2237 • Info@womansclubofwinterpark.com
Who: Adult women

Crosby Family YMCA
http://ymcacentralflorida.com/y-locations/crosby-center/
What: Fitness center
Where: 2005 Mizell Ave • Winter Park, FL 32792 • 407-644-3606
Who: Adults and children

YMCA Lakemont
http://ymcacentralflorida.com/y-locations/winter-park/
What: Fitness center
Where: 1201 North Lakemont Ave • Winter Park, FL 32789 • 407-644-1509
Who: Adults and children

Central Florida Acoustic Fingerstyle Guitar
What: Musicians of all levels an styles of acoustic fingerstyle guitar share their passion
Where: WPPL 460 E. New England Ave • Winter Park, FL 32789 • 407-982-4819 • wbeckeroags@earthlink.net
Who: Adults
**Storytellers of Central Florida**
http://www.storytellerscf.org/
What: Preserves and promotes the art of storytelling. Members range from novice to professional and include varied ages and cultures.
Where: WPPL 460 E. New England Ave • Winter Park, FL 32789 • imagination@gmail.com
Who: Adults

**Winter Park Sidewalk Art Festival**
http://www.wpsaf.org/
What: Juried outdoor art festival. Categories include: Clay, Digital Art, Drawing and Pastels. Also offers a Children’s Workshop Village during the festival.
Where: P.O. Box 597 • Winter Park, FL 32790 • 407-644-7207 • WPSAF@yahoo.com
Who: Adults

**Winter Park Tech**
http://www.ocpstechcenters.net/winterparktech/Pages/default.aspx
What: Highly-qualified instructors for health sciences, information technology, digital/media arts, audio/video technologies, automotive, building construction, manufacturing and personal growth.
Where: 901 Webster Ave • Winter Park, FL 32789 • 407-622-2900
Who: Adults

**Winter Park Tennis Center**
http://winterparktenniscenter.com/
What: Cardio tennis, recreational and high performance tennis classes, summer camps, fitness classes, private lessons and adult clinics.
Where: 1075 Azalea Lane • Winter Park, Florida 32789 • 407-599-3445 • winterparktenniscenter@gmail.com
Who: Adults and children

**Winter Park Toastmasters**
www.wptm.org
What: Club designed to help members improve communication skills. Members give speeches and are evaluated.
Where: ?
Who: Adults

**Zora Neale Hurston National Museum of Fine Arts**
http://www.zoranealehurstonmuseum.com/
What: A place “in the heart of the community” to view the work of artists of African descent, who live on the Continent and/or in the Diaspora. Outreach includes the Zora Festival plus collaborating with the Zora Neale Hurston Institute for Documentary Studies at the University of Central Florida.
Where: 227 E. Kennedy Blvd • Eatonville, FL 32751 • 407-647-3307 • apec@cfl.rr.com
Who: Adults and children

**Zora Neale Hurston Festival of the Arts & Humanities**
http://zorafestival.org/
What: Highlights the life and works of one of America's most celebrated collectors and interpreters of Southern rural African-American culture through theatrical performances, educational programs and a
juried art show. Four days long.
Where: 227 E. Kennedy Blvd • Eatonville, FL 32751 • 407-647-3307
Who: Adults and children
The 21st Century Community Library as a Platform for Real World Problem Solving

By Julie von Weller - Director of Strategic Initiatives, ACi Architects

To promote on-going civic dialogue and local problem solving for communities with the public library as the active venue, dedicated to transparency and equality, with access given to all members of the community. Encouraging an environment of learning as a platform for scalability amongst both urban and suburban communities throughout the region and beyond.

In today’s society, some would argue politically, as a nation, we are in a constant state of reaction. A driving theory behind this is the ability to instantly learn what is happening throughout the globe because of rapid technological connectivity. This too is true at the local and state level. When considering the importance of problem solving for communities, transparency and inclusivity of all people, is key to creating the most broad and impactful outcomes.

"Today’s libraries, Apple-era versions of the Dewey/Carnegie institution, continue to materialize, at multiple scales, their underlying bureaucratic and epistemic structures — from the design of their web interfaces to the architecture of their buildings to the networking of their technical infrastructures. This has been true of knowledge institutions throughout history, and it will be true of our future institutions, too. I propose that thinking about the library as a network of integrated, mutually reinforcing, evolving infrastructures — in particular, architectural, technological, social, epistemological and ethical infrastructures — can help us better identify what roles we want our libraries to serve, and what we can reasonably expect of them. What ideas, values and social responsibilities can we scaffold within the library’s material systems — its walls and wires, shelves and servers?" [Library as Infrastructure, By: Shannon Mattern]

Robert Kennedy once said, “There are those that look at things the way they are, and ask why? I dream of things that never were, and ask why not?” One approach is to spend more time excusing why something is bad, wrong, shouldn’t be done. Another is to vision something that incorporates solutions and alternatives, transcending both the unmovable and movable obstacles.
As the City of Winter Park evaluates the need and direction of a new 21st Century Winter Park Public Library, the idea of incorporating a “Community Think Tank” arose from Larry Adams of ACi, the City of Winter Park’s Continuing Services Architect working on the project, as a way to successfully congregate on-going, citizen centered, local roundtable sessions which deal with real world challenges and opportunities communities face with the rapid and ever changing technological advances, economic growth, density and quality of life faced on a daily basis. The Community Think Tank concept has continued to innovate and gather support from many, including library industry leaders, Amy Garmer, Director Aspen Institute Dialogue on Public Libraries for The Aspen Institute Communication and Society Program, and Amy Johnson, the State Librarian and Director of the Division of Library and Information Services at the Florida Department of State.

Community Think Tank Leverages and Creates:

- Access
- Connectivity
- Diversity
- Transparency
- Less reaction, creating forward thinking planning
- Innovation
- No Boundaries
- New problem solving data accessible to all people and communities through the local, regional and national Public Library System

“The library is first and foremost a place … a place that promotes development in society. It is the family room of the community.” [Akhtar Badshah, Vice Chairman of Board, Council of Foundations]. Libraries transform platforms for innovation and progress. Its access is not dependent on location; allowing people from other cities/counties/regions/states/globe to interface remotely. Creating a scalable spine of hyper-local community problem solving opportunities which drive smart growth, safety and quality of life among communities. The United Nations Population Fund has calculated, based on current trends, the future population of the world's countries. Unites States population will increase by 16.5% in 2030 (361,680,000 people). [Wikipedia]. The State of Florida estimates total residents to be at 23,608,972 people [State of Florida Website].
Through this Community Think Tank platform, the new 21st Century Winter Park Public Library would be the active venue for researching and providing high-quality information to identify, educate and more effectively communicate critical community issues. This would be anchored by local citizens and invited experts from around the country to educate the public on issues with high-quality data, explore new concepts, determine proposed recommendations, exchange insights, and find personal growth which betters the Winter Park community as a whole. It would be administered by the Library Board of Trustees and housed in a multi-disciplinary library space where veteran and emerging decision-makers can develop new approaches and suggestions for community topics, interests and issues. This is the proven Aspen Institute model [Rising to the Challenge, Re-Envisioning Public Libraries], which brings together diverse perspectives to generate breakthrough ideas, with thought leading to action.

This type of work is what The Aspen Institute is working on in key select communities throughout the United States. From their report, Rising to the Challenge – Re-Envisioning Public Libraries, which was co-sponsored by the Bill and Melinda Gates Foundation and published in October 2014, one of the libraries which is working to employ the vision of AI is the Wichita Public Library Foundation. Don Barry, President of the Wichita Public Library Foundation believes, “The Aspen Institutes findings are distilled from the intense work and input from the country’s brightest minds in the field of library science and community development for those of us on a mission to develop a new advanced Learning Center (Library).”

Through many conversations with Amy Garmer, she expressed one of the reasons The Aspen Institute is poised to move forward, with the Winter Park Public Library to begin this groundbreaking process in Winter Park, is based on the unique importance this would have for all communities which would be the first of its kind in the country. Amy expressed another opportunity is how this data created in Winter Park would become a repository for all information learned to then be connected to the State Library System. Another first of its kind.

Often times, AI’s roundtable discussions employ a seminar format: approximately 25 leaders from diverse disciplines and perspectives engaged in roundtable dialogue, moderated with the goal of driving the agenda to specific conclusions and recommendations. The program distributes AI’s conference reports and other materials to key policymakers, opinion leaders and the public locally and throughout the United States and around the world. They use the internet and social media to inform and ignite broader conversations that foster greater participation in the democratic process.
One of the goals would be to create a business model for Community Engagement that is scalable and measurable. “In the future, smart deployment of libraries’ physical facilities and service orientation could spur private investment and leverage public assets in broadband connectivity.” [Ellen Goodman of Rutgers University Law School]. Imagine the new 21st Century Winter Park Public Library being that shining example for those around the region, nation and globe on how to collaborate to solve critical community issues. This is what the Community Think Tank can do.
Appendix O

All Sites Considered as Possible WPPL Locations
### All Sites Considered As Possible WPPL Locations
**by Library Facility Task Force**

<table>
<thead>
<tr>
<th>Property Considered</th>
<th>Task Force Determination</th>
</tr>
</thead>
<tbody>
<tr>
<td>Virginia and New England</td>
<td>Too many separate owners to purchase</td>
</tr>
<tr>
<td>Vacant corner of Aloma and Lakemont</td>
<td>Adds density to a busy street, lot was too small</td>
</tr>
<tr>
<td>Privately held property on New York Avenue</td>
<td>Property not for sale</td>
</tr>
<tr>
<td>Progress Pointe</td>
<td>Eliminated in December because of property size and location</td>
</tr>
<tr>
<td>Post Office Location</td>
<td>Commission not currently pursuing purchase of this property</td>
</tr>
<tr>
<td>Lawrence Center on Interlachen and New England</td>
<td>Not quite big enough; not for sale.</td>
</tr>
<tr>
<td>Winter Park Tech site on Webster and Denning and property behind it</td>
<td>Orange County Public Schools not interested in selling</td>
</tr>
<tr>
<td>Morse Foundation property on the lake on Interlachen</td>
<td>Owner not interested in selling</td>
</tr>
<tr>
<td>Privately owned land on Lakemont Avenue</td>
<td>Property not for sale</td>
</tr>
<tr>
<td>West Park Ave and Morse (parking lot)</td>
<td>Lot was too small</td>
</tr>
<tr>
<td>Adjacent to (Dinky Dock after Dec 8)</td>
<td>Owned by Rollins, part of their long term plan</td>
</tr>
<tr>
<td>KMart Plaza (post December 8)</td>
<td>Cost prohibitive</td>
</tr>
<tr>
<td>Civic Center Site</td>
<td>Under consideration</td>
</tr>
<tr>
<td>City Hall Site</td>
<td>Under consideration</td>
</tr>
<tr>
<td>Current Site</td>
<td>Under consideration</td>
</tr>
</tbody>
</table>
Financial Report

For the Month of April (58% of fiscal year lapsed) Fiscal Year 2015

**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 $250,000 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. Although permit revenues by nature come in sporadically, based on receipts through April, this source could be $90,000 short of budget projections.
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 $350,000 (0.8%) short of projected revenues. Staff is monitoring spending accordingly.

Departmental expenditures for the seven months 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 $887,290 and debt service coverage is projected to be a strong 1.97 for the fiscal year.

**Electric Services Fund**

Projected electric sales in kWh are tracking very closely with the forecast after a slow start. April sales were the highest in the ten year history of our electric utility.

Fuel costs were over-recovered by about $585,000 for the first seven months of FY 2015.

Bottom line for the first seven months reflects a net use of $405,955 of working capital.

Debt service coverage is projected to be a strong 2.50 for the fiscal year.
### The City of Winter Park, Florida

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

**General Fund**

**Fiscal YTD April 30, 2015 and 2014**

58% of the Fiscal Year Lapsed

---

#### General Fund

**Fiscal YTD April 30, 2015 and 2014**

<table>
<thead>
<tr>
<th>YTD %</th>
<th>Original</th>
<th>Adjusted</th>
<th>Prorated</th>
<th>Variance from Prorated</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Annual</td>
<td>Annual</td>
<td>Adj. Annual</td>
<td>Adj. Annual</td>
</tr>
</tbody>
</table>

**Revenues:**

<table>
<thead>
<tr>
<th>Description</th>
<th>2015</th>
<th>2014</th>
<th>2014</th>
<th>Variance from Prorated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Tax</td>
<td>$15,803,125</td>
<td>$16,489,478</td>
<td>$9,618,862edorated Adj. Annual</td>
<td>$6,184,263</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>654,747</td>
<td>1,122,850</td>
<td>654,996</td>
<td>(249)</td>
</tr>
<tr>
<td>Utility Taxes</td>
<td>3,623,364</td>
<td>6,728,400</td>
<td>3,924,900</td>
<td>(301,536)</td>
</tr>
<tr>
<td>Business Taxes</td>
<td>480,878</td>
<td>481,500</td>
<td>280,875</td>
<td>200,003</td>
</tr>
<tr>
<td>Building Permits</td>
<td>1,069,771</td>
<td>1,988,000</td>
<td>1,153,667</td>
<td>(89,899)</td>
</tr>
<tr>
<td>Other Licenses &amp; Permits</td>
<td>15,141</td>
<td>24,000</td>
<td>14,000</td>
<td>1,141</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>3,949,695</td>
<td>6,728,400</td>
<td>3,942,346</td>
<td>7,349</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>3,248,672</td>
<td>5,396,450</td>
<td>3,147,929</td>
<td>100,743</td>
</tr>
<tr>
<td>Fines and Forfeitures</td>
<td>462,446</td>
<td>1,300,100</td>
<td>758,392</td>
<td>(295,946)</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>625,577</td>
<td>24,000</td>
<td>652,167</td>
<td>(42,036)</td>
</tr>
<tr>
<td>Fund Balance</td>
<td>-</td>
<td>833,284</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Total Revenues:**

29,933,416 119% 43,109,358 4,275,942 29,338,360 39,253,336 6,440,580

---

#### Expenditures:

<table>
<thead>
<tr>
<th>Description</th>
<th>2015</th>
<th>2014</th>
<th>2014</th>
<th>Variance from Prorated</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Commission</td>
<td>15,051</td>
<td>22,927</td>
<td>13,374</td>
<td>(1,677)</td>
</tr>
<tr>
<td>Legal Services - City Attorney</td>
<td>128,437</td>
<td>281,000</td>
<td>163,917</td>
<td>35,480</td>
</tr>
<tr>
<td>Legal Services - Other</td>
<td>64,135</td>
<td>40,000</td>
<td>30,000</td>
<td>32,165</td>
</tr>
<tr>
<td>Lobbyists</td>
<td>46,090</td>
<td>118,000</td>
<td>82,033</td>
<td>(32,767)</td>
</tr>
<tr>
<td>City Management</td>
<td>290,071</td>
<td>309,768</td>
<td>19,959</td>
<td>171,902</td>
</tr>
<tr>
<td>Budget and Performance Measurement</td>
<td>141,514</td>
<td>32,950</td>
<td>32,950</td>
<td>20,210</td>
</tr>
<tr>
<td>City Clerk</td>
<td>133,332</td>
<td>141,514</td>
<td>95,953</td>
<td>(24,693)</td>
</tr>
<tr>
<td>Communications Dept.</td>
<td>271,273</td>
<td>391,904</td>
<td>238,669</td>
<td>42,887</td>
</tr>
<tr>
<td>Information Technology Services</td>
<td>651,296</td>
<td>720,397</td>
<td>69,101</td>
<td>(1,633)</td>
</tr>
<tr>
<td>Finance</td>
<td>469,360</td>
<td>804,785</td>
<td>400,485</td>
<td>27,777</td>
</tr>
<tr>
<td>Human Resources</td>
<td>198,242</td>
<td>341,130</td>
<td>164,843</td>
<td>77,287</td>
</tr>
<tr>
<td>Purchasing</td>
<td>85,061</td>
<td>269,479</td>
<td>157,196</td>
<td>98,994</td>
</tr>
<tr>
<td>Planning &amp; Community Development</td>
<td>434,964</td>
<td>494,205</td>
<td>254,241</td>
<td>125,998</td>
</tr>
<tr>
<td>Building</td>
<td>603,893</td>
<td>650,902</td>
<td>47,009</td>
<td>(1,492)</td>
</tr>
<tr>
<td>Economic Development</td>
<td>9,675</td>
<td>-</td>
<td>-</td>
<td>(9,675)</td>
</tr>
<tr>
<td>Public Works</td>
<td>3,668,405</td>
<td>4,010,725</td>
<td>3,445,133</td>
<td>575,192</td>
</tr>
<tr>
<td>Police</td>
<td>7,055,334</td>
<td>7,733,952</td>
<td>7,668,344</td>
<td>7,592,306</td>
</tr>
<tr>
<td>Fire</td>
<td>3,607,893</td>
<td>6,574,708</td>
<td>6,257,474</td>
<td>709,766</td>
</tr>
<tr>
<td>Parks &amp; Recreation</td>
<td>3,682,896</td>
<td>3,818,775</td>
<td>3,716,932</td>
<td>66,043</td>
</tr>
<tr>
<td>Organizational Support</td>
<td>1,045,935</td>
<td>813,505</td>
<td>1,534,560</td>
<td>720,928</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>1,045,935</td>
<td>110,833</td>
<td>(78,475)</td>
<td>(45,777)</td>
</tr>
</tbody>
</table>

**Total Expenditures:**

25,444,011 93% 46,747,063 21,303,052 24,034,621 44,872,598 2,141,063

---

#### Operating Transfers

<table>
<thead>
<tr>
<th>Description</th>
<th>2015</th>
<th>2014</th>
<th>2014</th>
<th>Variance from Prorated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating transfers in</td>
<td>4,614,831</td>
<td>8,532,487</td>
<td>4,614,831</td>
<td>(353,455)</td>
</tr>
<tr>
<td>Operating transfers out</td>
<td>(3,326,152)</td>
<td>(3,894,782)</td>
<td>(3,894,782)</td>
<td>(470,863)</td>
</tr>
</tbody>
</table>

**Other Financing Sources/(Uses):**

1,315,679 62% 4,637,705 3,637,705 221,019 806,316 2,778,883 5,619,262 3,277,903 (499,020)

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* * As adjusted through April 30, 2015

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Note: Figures have been adjusted through April 30, 2015.
The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Community Redevelopment Fund
Fiscal YTD April 30, 2015 and 2014
58% of the Fiscal Year Lapsed

### Monthly Financial Report - Budget vs. Actual

<table>
<thead>
<tr>
<th></th>
<th>Fiscal YTD April 30, 2015</th>
<th>Fiscal YTD April 30, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Budget</td>
</tr>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>$ 1,243,644</td>
<td>170%</td>
</tr>
<tr>
<td>Charges for services</td>
<td>$ 182,635</td>
<td>139%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$ 49,968</td>
<td>92%</td>
</tr>
<tr>
<td>Fund Balance</td>
<td>$ 2,610,658</td>
<td>58%</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$ 1,467,247</td>
<td>133%</td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planning and Development</td>
<td>$ 686,107</td>
<td>95%</td>
</tr>
<tr>
<td>Capital Projects</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Debt service</td>
<td>$ 1,285,137</td>
<td>147%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$ 1,971,244</td>
<td>124%</td>
</tr>
<tr>
<td>**Revenues Over/(Under)</td>
<td>$ (503,997)</td>
<td>102%</td>
</tr>
<tr>
<td>Expenditures</td>
<td>$ (375,512)</td>
<td>100%</td>
</tr>
<tr>
<td>Other Financing Sources/(Uses)</td>
<td>$ 1,118,517</td>
<td>0%</td>
</tr>
<tr>
<td>Total Revenues Over/(Under)</td>
<td>$ 614,520</td>
<td>12%</td>
</tr>
</tbody>
</table>

* As adjusted through April 30, 2015
## Operating Performance:

Water and Irrigation Sales (in thousands of gallons)

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer - inside city limits</td>
<td>556,442</td>
<td>947,725</td>
<td>961,182</td>
<td>(13,457)</td>
<td>565,055</td>
<td>965,315</td>
</tr>
<tr>
<td>Sewer - outside city limits</td>
<td>491,848</td>
<td>838,296</td>
<td>856,019</td>
<td>(17,723)</td>
<td>502,163</td>
<td>862,933</td>
</tr>
<tr>
<td>Water - inside city limits</td>
<td>814,629</td>
<td>1,398,362</td>
<td>1,425,817</td>
<td>(27,455)</td>
<td>826,667</td>
<td>1,434,771</td>
</tr>
<tr>
<td>Irrigation - Inside City</td>
<td>295,245</td>
<td>513,643</td>
<td>552,714</td>
<td>(41,071)</td>
<td>316,313</td>
<td>559,582</td>
</tr>
<tr>
<td>Water - outside city limits</td>
<td>694,263</td>
<td>1,176,343</td>
<td>1,231,121</td>
<td>(54,778)</td>
<td>718,552</td>
<td>1,238,144</td>
</tr>
<tr>
<td>Irrigation - Outside City</td>
<td>60,033</td>
<td>103,265</td>
<td>112,809</td>
<td>(9,541)</td>
<td>66,710</td>
<td>115,527</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2,912,461</strong></td>
<td><strong>4,975,637</strong></td>
<td><strong>5,139,662</strong></td>
<td><strong>(164,025)</strong></td>
<td><strong>2,995,460</strong></td>
<td><strong>5,176,272</strong></td>
</tr>
</tbody>
</table>

---

### Operating Revenues:

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Sewer - inside city limits</td>
<td>$3,451,903</td>
<td>$5,879,241</td>
<td>$5,666,302</td>
<td>$212,939</td>
<td>$3,624,557</td>
<td>6,259,030</td>
</tr>
<tr>
<td>Sewer - outside city limits</td>
<td>3,740,076</td>
<td>6,374,510</td>
<td>6,242,021</td>
<td>132,489</td>
<td>3,934,196</td>
<td>6,828,389</td>
</tr>
<tr>
<td>Water - inside city limits</td>
<td>4,698,503</td>
<td>8,065,275</td>
<td>8,439,061</td>
<td>(373,786)</td>
<td>4,408,787</td>
<td>7,815,209</td>
</tr>
<tr>
<td>Water - outside city limits</td>
<td>3,243,088</td>
<td>5,495,013</td>
<td>5,943,517</td>
<td>(448,504)</td>
<td>3,155,583</td>
<td>5,516,225</td>
</tr>
<tr>
<td>Other operating revenues</td>
<td>788,744</td>
<td>1,352,133</td>
<td>1,255,837</td>
<td>96,296</td>
<td>736,396</td>
<td>1,228,163</td>
</tr>
<tr>
<td><strong>Total operating revenues</strong></td>
<td><strong>15,922,314</strong></td>
<td><strong>27,166,170</strong></td>
<td><strong>27,546,738</strong></td>
<td><strong>(380,568)</strong></td>
<td><strong>15,859,519</strong></td>
<td><strong>27,647,016</strong></td>
</tr>
</tbody>
</table>

### Operating Expenses:

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General and administration</td>
<td>869,415</td>
<td>1,490,425</td>
<td>2,018,381</td>
<td>527,955</td>
<td>882,832</td>
<td>1,667,091</td>
</tr>
<tr>
<td>Operations</td>
<td>6,241,910</td>
<td>10,700,417</td>
<td>12,192,357</td>
<td>1,491,940</td>
<td>6,203,757</td>
<td>11,406,886</td>
</tr>
<tr>
<td>Wastewater treatment by other agencies</td>
<td>2,111,524</td>
<td>3,619,755</td>
<td>3,667,813</td>
<td>48,058</td>
<td>1,399,728</td>
<td>3,487,555</td>
</tr>
<tr>
<td><strong>Total operating expenses</strong></td>
<td><strong>9,222,849</strong></td>
<td><strong>15,810,598</strong></td>
<td><strong>17,878,551</strong></td>
<td><strong>2,067,953</strong></td>
<td><strong>8,486,317</strong></td>
<td><strong>16,561,532</strong></td>
</tr>
</tbody>
</table>

### Operating Income (Loss):

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Investment earnings</td>
<td>181,722</td>
<td>311,523</td>
<td>178,600</td>
<td>132,923</td>
<td>108,708</td>
<td>243,427</td>
</tr>
<tr>
<td>Miscellaneous revenue</td>
<td>2,893</td>
<td>2,893</td>
<td>-</td>
<td>2,893</td>
<td>153,855</td>
<td>685,121</td>
</tr>
<tr>
<td>Transfer to Renewal and Replacement Fund</td>
<td>(961,295)</td>
<td>(1,647,934)</td>
<td>(1,647,935)</td>
<td>1</td>
<td>(1,363,050)</td>
<td>(2,336,658)</td>
</tr>
<tr>
<td>Transfer to General Fund</td>
<td>(1,217,358)</td>
<td>(2,086,899)</td>
<td>(2,086,900)</td>
<td>1</td>
<td>(1,178,975)</td>
<td>(2,021,100)</td>
</tr>
<tr>
<td>Transfer to Designations Trust Fund</td>
<td>(35,494)</td>
<td>(60,847)</td>
<td>(60,846)</td>
<td>(1)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfer to Capital Projects Fund</td>
<td>(328,389)</td>
<td>(562,953)</td>
<td>(562,953)</td>
<td>0</td>
<td>(42,292)</td>
<td>(72,500)</td>
</tr>
<tr>
<td>Debt service sinking fund deposits</td>
<td>(3,454,253)</td>
<td>(5,921,446)</td>
<td>(5,869,813)</td>
<td>(51,631)</td>
<td>(3,454,878)</td>
<td>(5,922,530)</td>
</tr>
<tr>
<td><strong>Total other sources (uses)</strong></td>
<td>[5,812,175]</td>
<td>(9,965,664)</td>
<td>(10,049,847)</td>
<td>84,183</td>
<td>(5,776,632)</td>
<td>(9,424,240)</td>
</tr>
</tbody>
</table>

### Net Increase (Decrease) in Funds:

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Net increase (decrease) in funds</td>
<td>$887,290</td>
<td>$1,389,908</td>
<td>$(381,660)</td>
<td>$1,771,568</td>
<td>$1,596,570</td>
<td>$1,661,244</td>
</tr>
</tbody>
</table>

### Debt service coverage:

1.97  2.02

**Annual Renewal and Replacement (R&R) Funding**

1,647,934

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

93,095,590

**Annual R&R Funding as a Percentage of Plant**

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></td>
<td>133,524</td>
<td>133,524</td>
<td></td>
</tr>
<tr>
<td>Investment earnings</td>
<td></td>
<td>36,639</td>
<td>36,639</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>Ending balance - 4/30/2015</td>
<td>2,654,434</td>
<td>170,163</td>
<td>(17,193)</td>
<td>2,807,404</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></td>
<td>38,072</td>
<td>38,072</td>
<td></td>
</tr>
<tr>
<td>Investment earnings</td>
<td></td>
<td>68,671</td>
<td>68,671</td>
<td></td>
</tr>
<tr>
<td>Upgrade water mains</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ending balance - 4/30/2015</td>
<td>2,903,766</td>
<td>106,743</td>
<td>-</td>
<td>3,010,509</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></td>
<td>961,295</td>
<td>961,295</td>
<td></td>
</tr>
<tr>
<td>Investment earnings</td>
<td></td>
<td>50,538</td>
<td>50,538</td>
<td></td>
</tr>
<tr>
<td>Upgrade water mains</td>
<td></td>
<td>(383,260)</td>
<td>(383,260)</td>
<td></td>
</tr>
<tr>
<td>Upgrade sewer mains</td>
<td></td>
<td>(223,126)</td>
<td>(223,126)</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>(67,412)</td>
<td></td>
<td>(67,412)</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>(147,566)</td>
<td>(147,566)</td>
<td></td>
</tr>
<tr>
<td>Ending balance - 4/30/2015</td>
<td>1,938,972</td>
<td>1,011,833</td>
<td>(821,364)</td>
<td>2,129,441</td>
</tr>
</tbody>
</table>
### Technical Performance

<table>
<thead>
<tr>
<th></th>
<th>FY'15 YTD</th>
<th>FY'15 Annualized</th>
<th>FY'15 Budget</th>
<th>FY'14 Budget</th>
<th>Variance from Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Sales (kWh)</td>
<td>224,534,427</td>
<td>423,568,520</td>
<td>425,008,963</td>
<td>(1,440,443)</td>
<td>425,342,682</td>
</tr>
<tr>
<td>Average Revenue/kWh</td>
<td>0.1103</td>
<td>0.1077</td>
<td>0.1135</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wholesale Power Purchased (kWh)</td>
<td>234,288,335</td>
<td>447,331,335</td>
<td>449,826,000</td>
<td>(2,494,665)</td>
<td>445,526,000</td>
</tr>
<tr>
<td>Wholesale Power Cost/kWh</td>
<td>0.0525</td>
<td>0.0530</td>
<td>0.0572</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gross margin</td>
<td>0.0578</td>
<td>0.0546</td>
<td>0.0563</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAIDI (rolling 12 month sum)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAIFI (rolling 12 month sum)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sold vs. Purchased kWh Ratio</td>
<td>95.84%</td>
<td>94.69%</td>
<td>94.48%</td>
<td></td>
<td>95.47%</td>
</tr>
</tbody>
</table>

### Income Statement

**Electric Sales:**
- **Fuel:**
  - FY'15: 8,561,284
  - FY'15 Annualized: 15,375,616
  - FY'15 Budget: 16,535,297
  - FY'14: 17,715,492
- **Non-Fuel:**
  - FY'15: 16,202,092
  - FY'15 Annualized: 30,222,145
  - FY'15 Budget: 30,219,385
  - FY'14: 30,554,862
- **Other Operating Revenues:**
  - FY'15: 188,065
  - FY'15 Annualized: 322,397
  - FY'15 Budget: 265,422
  - FY'14: 248,010

**Total Operating Revenues:**
- FY'15: 24,951,441
- FY'15 Annualized: 45,920,158
- FY'15 Budget: 47,020,104
- FY'14: 48,518,364

**Operating Expenses:**
- **General and Administrative:**
  - FY'15: 657,852
  - FY'15 Annualized: 1,127,746
  - FY'15 Budget: 1,112,956
  - FY'14: 1,135,782
- **Operating Expenses:**
  - FY'15: 3,734,055
  - FY'15 Annualized: 6,401,237
  - FY'15 Budget: 7,934,385
  - FY'14: 7,216,805
- **Purchased Power:**
  - **Fuel:**
    - FY'15: 7,975,332
    - FY'15 Annualized: 15,375,616
    - FY'15 Budget: 16,535,297
    - FY'14: 17,753,988
  - **Non-Fuel:**
    - FY'15: 4,328,112
    - FY'15 Annualized: 8,344,153
    - FY'15 Budget: 8,063,634
    - FY'14: 7,745,014
- **Transmission Power Cost:**
  - FY'15: 1,638,362
  - FY'15 Annualized: 2,808,621
  - FY'15 Budget: 3,083,397
  - FY'14: 2,724,792

**Total Operating Expenses:**
- FY'15: 18,333,713
- FY'15 Annualized: 34,057,373
- FY'15 Budget: 36,729,669
- FY'14: 36,576,381

**Operating Income (Loss):**
- FY'15: 6,617,728
- FY'15 Annualized: 11,862,785
- FY'15 Budget: 10,290,435
- FY'14: 11,941,983

**Nonoperating Revenues (Expenses):**
- **Investment Earnings (net of interest paid on interfund borrowings):**
  - FY'15: 37,791
  - FY'15 Annualized: 64,785
  - FY'15 Budget: 35,000
  - FY'14: 29,785
- **Principal on Debt:**
  - FY'15: (1,012,083)
  - FY'15 Annualized: (1,735,000)
  - FY'15 Budget: (1,600,000)
  - FY'14: (135,000)
- **Interest on Debt:**
  - FY'15: (1,769,294)
  - FY'15 Annualized: (3,033,075)
  - FY'15 Budget: (2,945,334)
  - FY'14: (87,741)
- **Miscellaneous Revenue:**
  - FY'15: 215,543
  - FY'15 Annualized: 215,543
  - FY'15 Budget: -
  - FY'14: -
- **Proceeds from Sale of Assets:**
  - FY'15: 6,277
  - FY'15 Annualized: 10,761
  - FY'15 Budget: -
  - FY'14: 10,761
- **Routine Capital:**
  - FY'15: (1,334,418)
  - FY'15 Annualized: (2,877,374)
  - FY'15 Budget: (739,400)
  - FY'14: (1,548,174)
- **Undergrounding of Power Lines:**
  - FY'15: (2,168,065)
  - FY'15 Annualized: (3,716,683)
  - FY'15 Budget: (3,500,000)
  - FY'14: (216,683)
- **Contributions in Aid of Construction:**
  - FY'15: 271,135
  - FY'15 Annualized: 464,803
  - FY'15 Budget: -
  - FY'14: 901,067
- **Residential Underground Conversions:**
  - FY'15: 12,200
  - FY'15 Annualized: 20,914
  - FY'15 Budget: -
  - FY'14: 20,914
- **Capital Contributions for Plug-In Program:**
  - FY'15: 51,397
  - FY'15 Annualized: 88,109
  - FY'15 Budget: -
  - FY'14: 63,960

**Total Nonoperating Revenues (Expenses):**
- FY'15: (5,689,517)
- FY'15 Annualized: (9,907,418)
- FY'15 Budget: (8,749,734)
- FY'14: (1,157,684)
## WINTER PARK ELECTRIC UTILITY METRICS

**April 30, 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>Income (Loss) Before Operating Transfers</td>
<td>928,211</td>
<td>1,955,368</td>
<td>1,540,701</td>
<td>414,667</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>(1,270,230)</td>
<td>(2,369,390)</td>
<td>(2,752,600)</td>
<td>383,210</td>
<td>-</td>
</tr>
<tr>
<td>Transfers for organizational support</td>
<td>(63,936)</td>
<td>(109,605)</td>
<td>(109,604)</td>
<td>(1)</td>
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<tr>
<td>Total Operating Transfers</td>
<td>(1,334,166)</td>
<td>(2,478,995)</td>
<td>(2,862,204)</td>
<td>383,209</td>
<td>-</td>
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<tr>
<td>Net Change in Working Capital</td>
<td>(405,955)</td>
<td>(523,627)</td>
<td>(1,321,503)</td>
<td>797,876</td>
<td>2,503,010</td>
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### Other Financial Parameters

<table>
<thead>
<tr>
<th>Parameter</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>
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<tr>
<td>Debt Service Coverage</td>
<td>2.39</td>
<td>2.50</td>
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<tr>
<td>Fixed Rate Bonds Outstanding</td>
<td>69,065,000</td>
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<td>64,750,000</td>
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<tr>
<td>Auction Rate Bonds Outstanding</td>
<td>1,220,000</td>
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<td>7,445,000</td>
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<tr>
<td>Total Bonds Outstanding</td>
<td>70,285,000</td>
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<td>72,195,000</td>
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<td>Principal Retired</td>
<td>1,735,000</td>
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<td>1,765,000</td>
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<tr>
<td>Capital Spending from Bond Proceeds</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
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<tr>
<td>Balance Owed on Advance from General Fund</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
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<tr>
<td>Cash Balance</td>
<td>(6,023)</td>
<td></td>
<td>3,530,562</td>
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</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)
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 Fire Chief Jim White, followed by the Pledge of Allegiance. Mayor Leary asked for a moment of silence to honor Russell Troutman who recently passed away.

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 Cooper to approve the agenda with the following changes: to pull Consent Agenda item ‘b-2’ and public hearing item ‘d’; seconded by Commissioner Sprinkel and approved by acclamation with a 5-0 vote.

Mayor’s Report

a. Presentation - FMEA 2014 Community Service Award

Electric Director Jerry Warren presented Mayor Leary with the City’s Florida Municipal Electric Association (FMEA) Community Service Award for 2014.

b. Presentation - Happy 10th Anniversary Electric Utility

Electric Director Jerry Warren commented that June 1 marked the 10th anniversary of the City’s official ownership of its electric utility. He spoke about the accomplishments since taking over the utility. Mayor Leary presented a proclamation to celebrate this anniversary.

c. Proclamation – Code Enforcement Officer’s Appreciation Week

Mayor Leary presented Fire Chief White with a proclamation celebrating Code Enforcement Officer’s Appreciation Week.

d. Board appointments:

Visioning Steering Committee: Debra Ousley representing Orwin Manor area
Motion by Commissioner Cooper to approve the appointment; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Fire Pension Board – Stuart (Trey) Merrick (elected by FD Board (2015-2017))

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

Mayor Leary commented about the need to appoint the members to the Historic Preservation Board per our City Charter. He addressed the conversation at the last meeting when board members were being appointed. He asked Commissioner Seidel if he spoke with the two individuals that he wanted to appoint. Commissioner Seidel stated he spoke with the individuals and believed the issue with historical preservation is what the real function of the board is with regards to property rights versus historic preservation. He stated he wants to continue conversations with other people so he can determine how to balance the opinions of everyone.

Commissioner Cooper spoke about the need to qualify for grant funds and wanted to see a list of the criteria for membership to become a certified local government and to fill the remainder positions with the skill sets needed to qualify. She asked the Commission to set a date as to when the ordinance will come before them. Discussion ensued regarding the meetings held by the Historic Preservation Board.

Mayor Leary spoke about the individuals he wanted to appoint to the board that are qualified and that the Commission needs to come together and appoint them per the Charter. Commissioner McMacken expressed his preference that the existing board complete this discussion and expedite bringing the ordinance before the Commission. Commissioner Sprinkel commented that the Commission has not seen anything brought forward at this time from the board. Mayor Leary spoke about not knowing where the board stands and that the ordinance needs more work. He stated he was informed that the ordinance was ready but that they had not taken into account public input at that time. He stated they need to take the ordinance before the Economic Development Advisory Board and the Planning and Zoning Board first and then after addressing their comments to bring it before the Commission.

Mayor Leary stated he is not going to bring his two appointees up this evening for a vote as it is clear he does not have the votes needed.

City Manager’s Report

1. City Manager Knight reminded the Commission that the Library Task Force will be bringing forward their report. Commissioner Sprinkel expressed concerns with the boards and how we make sure they know their role as advisory boards. Mayor Leary addressed the need to keep them focused and to have a board review with each individual board. City Manager Knight spoke about board orientation for new
members being held this Thursday and that the boards are being informed as to how the budget process works.

Further discussion ensued regarding the budget process where boards are concerned. Commissioner Sprinkel concluded that she wanted to put something in place that enables us to have the opportunity for the boards to know a little more about what the Commission is asking them to do. Mayor Leary stated we need to be careful what boards are charged with and to make sure they understand what they are tasked to do.

2. Commissioner Cooper inquired about the right-of-ways on the rails. She spoke about the old leases with CSX for areas along the right-of-way and that people are interested in a bike path/trail along the right-of-way. She asked if we should let FDOT officially know that we would like the City to have the first option to any right-of-way leases they may be getting ready to negotiate. She asked if they would be interested in having our Pedestrian and Bicycle Board provide guidance as to whether this fits in with the current plans for trails and if it does the Commission can then decide whether we should pursue a more formal relationship with FDOT. Mayor Leary commented that we are trying to work through the process and that we should first try to see if we can acquire rights to it, work out some type of partnership and agreement, and then decide what to do with it.

Commissioner McMacken spoke about the construction fence at Harper Street and Morse Boulevard in the right-of-way that blocks everyone’s view. He asked that this be moved back further to provide a line of sight. City Manager Knight stated he would have staff review it.

**City Attorney’s Report**

Attorney Brown provided the status of the Fifth Third Bank conditional use approval from the May 11 meeting and the easement negotiations. He stated he will be providing a development agreement with language that he believes will assure a reasonable means for resolution that relates to the adjoining parcel owned by the Helsby’s. This will be brought to the Commission for approval.

**Non-Action Item**

a. Review of concepts for parking garage design guidelines

Planning Manager Jeff Briggs provided a PowerPoint presentation on the design concepts proposed to be included within the Parking Garage Design Guidelines. He stated the Planning and Zoning Board agreed with the general direction and that an ordinance and public hearings will be held in the future to adopt this. Comments were made by Commissioners and questions were answered by Mr. Briggs. There was consensus for this to move forward.
Public comments (items not on the agenda)

1. John Kern, Roundelay Lane, asked for information regarding Dr. Phillips Performing Arts Center (DPAC) benefits. City Manager Knight will respond.

2. Shawn Shaffer, 151 N. Orlando Avenue, thanked the Commission for the individuals appointed to this task force and spoke about the task force report that will come at the next meeting. She stated they are in discussions with the Aspen Institute about a partnership andpossibly a new facility. She provided a book by the Aspen Institute for the Commission to read the conclusion and call to action.

3. Lurline Fletcher, 811 English Court, asked that the visioning sessions be scheduled to meet the working schedules of the residents. Planning Director Dori Stone outlined the schedule. She commented that they are happy to meet with residents individually or as a group to accommodate their schedules.

4. William Sullivan, 1362 Richmond Road, asked what is going to happen with the Historic Preservation Board appointees because of the Charter. Mayor Leary stated he does not have the support of the Commission at this time.

Recess
A recess was taken from 5:05 to 5:23 p.m.

Consent Agenda

a. Approve the minutes of May 11, 2015. PULLED FOR DISCUSSION. SEE BELOW.
b. Approve the following contracts:
   1. Piggyback Contract No. 12-0806H with Fisher Scientific Company, LLC for fire equipment and supplies; and authorize the Mayor to execute contract.
   2. Amendment No. 2, IFB-7-2014 to Bailey Scapes, LLC for grounds maintenance for cemeteries; and authorize the Mayor to execute Amendment. PULLED FROM AGENDA. NO DISCUSSION OR APPROVAL.
   3. Amendment No. 3, RFQ-2-2012 (Continuing contracts for Professional, Architectural & Engineering Services, Discipline: Structural Engineering) to Florida Bridge & Transportation Inc.; and authorize the Mayor to execute Amendment.
   4. Amendment No. 3, RFQ-2-2012 (Continuing Contracts for Professional, Architectural & Engineering Services, Discipline: Structural Engineering) to BASE Consultants, P.A.; and authorize the Mayor to execute Amendment.
   5. Amendment No. 3, RFQ-2-2012 (Continuing Contracts for Professional, Architectural & Engineering Services, Discipline: Environmental Services) to Universal Engineering Sciences; and authorize the Mayor to execute Amendment.
6. Amendment No. 3, ITN-6-2013 (Utility Vegetation Management) to The Davey Tree Expert Company; and authorize the Mayor to execute Amendment.
c. Approve the FDOT Quiet Zone Project Grant Agreement subject to City Attorney review and approval of forthcoming final draft.
d. Approve the budget amendment for Stormwater (fee in lieu of for drainage improvements-$56,978) and Public Works (TECO for salaries part time-$7,000).

**Motion made by Commissioner Sprinkel to approve Consent Agenda items ‘b-1, ‘b-3-6’, ‘c’ and ‘d’, seconded by McMacken.** No public comments were made. **The motion carried unanimously with a 5-0 vote.**

**Consent Agenda Item ‘a’ – minutes**

Commissioner Cooper stated the minutes are correct on page 8 but wanted to make sure the development agreement with Fifth Third Bank was changed to include the live oaks. Attorney Brown will review this.

**Motion made by Commissioner Cooper to approve the minutes of May 11, seconded by Commissioner Seidel and carried unanimously with a 5-0 vote.**

**Consent Agenda Item ‘b-2’:**
This was pulled from the agenda at the beginning of the meeting. No discussion or approval.

**Action Items Requiring Discussion**

There were no action items.

**Public Hearings:**

a. **Request of Philip Kean: Subdivision or lot split approval to divide the property at 456 West Lyman Avenue into two buildable lots. Subdivision variances are requested for the 50’ lot width and 3,750 square feet of lot area in lieu of the 75’ of lot width and 8,500 square feet of lot area required in the R-1A zoning.**

Planning Manager Jeff Briggs explained the approval being contingent with a one story project versus two stories whereby the applicant agreed. He stated the Planning and Zoning Board agreed the lot sizes are comparable to 80% of the neighborhood lots and are much more in character with the street so they recommended approval of the one story project. Mr. Briggs answered questions. Commissioners disclosed any conversations they had before the meeting with the applicant and/or staff. Commissioner Seidel expressed his preference of placing two different style homes next to each other and was pleased to see the smaller homes.
Applicant Phil Kean spoke in favor of the lot split and showed a video of the concept of what the homes will look like to make them unique and not the same. He stated the current homeowner owning the lot wants to live in one of these homes which is why these homes are being built.

Commissioner Cooper stated her concern is not about style but is about the aquifer and drainage, reducing the size of the lots will bring in other similar requests, and if we can support undergrounding utilities and canopy trees on the smaller lots. Mr. Kean stated all the concerns of Commissioner Cooper can be supported.

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

Lurline Fletcher, 811 English Court, opposed the style of homes being built. No other public comments were made.

Commissioner Cooper clarified she is not voting against this because of the architecture but because we are cutting in half the size of the lot by subdividing it and it is only half of the minimum requirement for a R-1 lot. She expressed concerns that once this is done you have to defend yourself the next time someone wants to do this. She stated she believes in trees, pervious space and recharge of the aquifer and is appreciative of the single family home being put on these lots.

**Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, and McMacken voted yes. Commissioner Cooper voted no. The motion carried with a 4-1 vote.**

b. **Request of Adam Bert and Todd Albert: Subdivision or lot split approval to divide the property at 500 Fairfax Avenue into two buildable lots. Subdivision variances are requested for the 50’ lot width in lieu of the 100’ lot width required in the R-1AA zoning.**

Planning Manager Jeff Briggs explained that this was originally platted as 50’ lots and since 500 Fairfax is two lots together (100’) the owners want to split them into 50’ lots. He explained the history of the property, the zoning variance requested, and the Planning and Zoning approval.

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

Commissioner Seidel addressed the trees in the back and asked what they are allowed to take down. Mr. Briggs stated the applicant will address this and that the plans will go to Planning and Zoning for review and approval and that tree preservation is one of their criteria.
Applicant/property owner Adam Bert spoke about their property and partnering with Mr. Albert so he can financially afford to build a home there on one lot. He stated they walked the neighborhood and that there was only one opposition from the next door neighbor who was concerned about her privacy whereby he addressed her concerns. He stated he had a tree survey done and displayed which trees are on the property and will retain as many healthy trees as possible. He stated they will have the arborist look at the oak trees out front to see if they are healthy.

Kathryn Campbell, 1351 Richmond Road, spoke in opposition to the request. She addressed the deeded lake access to Lake Virginia that they all share equally at College Point. She stated if this variance is approved, both homes will have deeded lake access which increases the number. She stated she has not entered into any real estate contract or given verbal agreement to sell any portion of her property and that not all property owners who have deeded lake access on the College Point lot have been notified.

Commissioner Sprinkel spoke about this property originally being two lots with that access. Attorney Brown spoke about the splitting of the lots, lake access, and the required notification of neighbors within 500’ for small lot splits. Commissioner Cooper asked to include emails in the packet relative to the projects. Mr. Briggs stated they put the ones they are aware of and copied on in the packet but at times do not know what has been sent to others.

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.

c. Request of the Winter Park Racquet Club, Inc. for the property at 2011 Via Tuscany:

AN ORDINANCE AMENDING CHAPTER 58 “LAND DEVELOPMENT CODE” ARTICLE I, “COMPREHENSIVE PLAN” SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF SINGLE FAMILY RESIDENTIAL FUTURE LAND USE TO OPEN SPACE AND RECREATION ON THE PROPERTY AT 2011 VIA TUSCANY, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND 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-1AA) DISTRICT ZONING TO PARKS AND RECREATION (PR) DISTRICT ZONING ON THE PROPERTY AT 2011 VIA TUSCANY, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE First Reading

Attorney Brown read both ordinances by title. Planning Manager Jeff Briggs spoke about the Racquet Club at 2111 Via Tuscany having a contract to purchase the adjacent single family home at 2011 Via Tuscany to be incorporated into the
Racquet Club as part of the club’s activities which is why they are asking for a comprehensive plan change and a zoning change. He explained this squares off the property, allows the club to widen the south entrance road/driveway for two-way traffic flow, and allows the existing house to be converted for club purposes. He spoke about the improvements they have made over the last two years on the property.

Upon questioning, Mr. Briggs addressed the approval from 2-3 years ago to add another tennis court in the front and by eliminating the drive on the north side they can add the extra feet required to make it a regulation size court. He explained that the action on the conditional use has to wait for the second reading and adoption of the ordinances. Commissioners disclosed ex-parte communications they had. Commissioner Cooper spoke about any financial impact this has to the taxpayers and importance of maintaining the residential character of the neighborhood.

Charlie Madden, Civil Engineer working on the project and member of the Racquet Club, stated the plans at this point are to utilize the house as is. He stated the club met with the adjacent property owners and everyone agreed with what they are requesting.

Motion made by Commissioner McMacken to accept the first ordinance (comprehensive plan) on first reading; seconded by Commissioner Sprinkel. 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 Commissioner McMacken to accept the second ordinance (zoning) on first reading; seconded by Commissioner Sprinkel. 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.

d. Request of Icon Residential: Conditional use approval to redevelop the 3.45 acres collectively referred to as 1800 Lee Road, including the tax parcels of 1746/1800/1802/1806/1810/1814/1818/1824/1828/1832 Lee Road for a 30 unit townhouse development (cluster housing).

This item was tabled until June 22 per the request of the applicant.

e. Real Estate Purchase and Sale between Orange County School Board, City of Winter Park and UP Fieldgate US Investments

Planning Director Dori Stone stated the agreement between the three parties is based on terms set out in the UP Fieldgate US Investments – Winter Park LLC Development Agreement dated March 19, 2015. As part of the Development Agreement for the Whole Foods project and the additional Building A, UP Fieldgate
agrees to construct the Lee Road extension as a necessary access point to the development along US 17-92. The development agreement requires the developer to also convey the right-of-way for the Lee Road extension to the City. To acquire the necessary rights-of-way, UP Fieldgate negotiated a purchase of property from the Orange County School Board. She summarized the other provisions within the agreement.

Ms. Stone stated FDOT is close to signing. Attorney Brown addressed his concern that the City could be in a position for liquidated damages under a strict time period that cannot be controlled and whether or not the City in its approval to enter into liquidated damages might be in excess of its authority. He stated he would like to see this deal being contingent upon FDOT giving approval and that the developer submits the building plans for the cure work they are going to do.

Upon discussion, Ms. Stone suggested to allow a continuance to go back and speak with the City Attorney and with UP Fieldgate about this to see if this can be worked out and to come to a compromise that the City Attorney is comfortable with. It was agreed to also table the next item.

**Motion made by Mayor Leary to table this item, seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.**

- f. Indemnity Agreement between the City and UP Fieldgate US Investments-Winter Park LLC

**Motion made by Mayor Leary to table this item, seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.**

- g. RESOLUTION NO. 2155-15: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, EXTENDING THE TERM OF EXISTENCE FOR THE VISIONING STEERING COMMITTEE; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

Attorney Brown read the resolution by title. Planning Director Dori Stone explained the request to extend the committee until August 26, 2016.

**Motion made by Commissioner Cooper to adopt the resolution; seconded by Commissioner Sprinkel.** 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 Brown read the resolution by title. Assistant Electric Director Terry Hotard explained the resolution for decorative lighting on Fairbanks Avenue (south side) between Orlando Avenue (17-92) and Interstate 4.

Motion made by Commissioner McMacken to adopt the resolution; seconded by Commissioner Sprinkel. There were no public comments. 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 Brown read the resolution by title. Assistant Electric Director Terry Hotard explained the resolution for decorative lighting on Aloma Avenue between Pennsylvania Avenue and Lakemont Avenue (lights to actually be between Cortland and Shepherd Avenues).

Motion made by Commissioner Sprinkel to adopt the resolution; seconded by Commissioner Seidel. There were no public comments. 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.

j. Fairbanks Avenue Undergrounding:

Electric Director Jerry Warren addressed the three agreements for approval. Questions were raised by the Commission whereby Mr. Warren responded. Commissioners thanked Mr. Warren for making this happen.

Agreement regarding construction of underground electric distribution lines with Duke Energy Florida

Motion made by Mayor Leary to approve the agreement for construction of underground distribution lines with Duke Energy Florida; seconded by Commissioner Sprinkel. 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 Brown read the resolution by title.
Motion made by Mayor Leary to adopt the resolution (approving the JPA agreement); 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.

Three party agreement with Duke Energy, Florida Department of Transportation and the City relating to the undergrounding of Duke’s transmission line

Motion made by Mayor Leary to approve the agreement with Duke Energy, FDOT and the City relating to undergrounding of Duke’s transmission line; seconded by Commissioner Sprinkel. 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.

City Commission Reports:

a. Commissioner Seidel

Commissioner Seidel thanked Mayor Leary for a great job running the meeting.

b. Commissioner Sprinkel

Commissioner Sprinkel asked for clarification if discussion takes place before making a motion or after the motion is made. It was clarified that the Commission should discuss the item, make a motion and then allow public comment.

c. Commissioner Cooper

Commissioner Cooper commented that the Central Florida water initiative people asked if we would like to have a briefing before the close of the comment period on July 31. There was a consensus that the Sustainability Board will schedule this for their next meeting.

Commissioner Cooper announced the upcoming Florida League of Cities pension webinar.

d. Commissioner McMacken

Commissioner McMacken asked what is going on with the Blake yard and what the City is going to do with that. City Manager Knight stated the last discussion with the Commission resulted in different opinions as to what to do with the property so no direction was received by staff. He stated he can bring it back up for discussion at a later time.
City Manager Knight mentioned only receiving one bid on the Progress Point property. He asked if the Commission wants this to come before them or have the Economic Development Advisory Board or another board evaluate the bid prior to coming to the Commission. There was a consensus to send this to the EDAB for review at their next meeting. The notification for the Notice of Disposal was discussed.

Commissioner McMacken spoke about the great meeting he had with Mayor Leary on June 1.

e. **Mayor Leary**

Mayor Leary reported that he is meeting with Commissioner Seidel in the morning.

Mayor Leary announced his participation in the “Coffee Talk” this Friday. He asked Vice Mayor Sprinkel to attend the State of the County Address for him because of the time conflict with “Coffee Talk”.

The meeting adjourned at 7:12 p.m.

________________________________________________________________________

Mayor Steve Leary

ATTEST:

________________________________________

City Clerk Cynthia S. Bonham, MMC
### Piggyback contracts

<table>
<thead>
<tr>
<th>vendor</th>
<th>item</th>
<th>background</th>
<th>fiscal impact</th>
<th>motion</th>
<th>recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. HD Supply Waterworks, Ltd.</td>
<td>Water/Wastewater Material Alliance Extension Agreement No.895</td>
<td>Contract sets pricing no predetermined amount to be spent. Any expenditure included in approved FY15 budget.</td>
<td>Commission approve piggyback contract with HD Supply Waterworks, Ltd. and authorize the Mayor to execute contract.</td>
<td>Orlando Utilities Commission utilized a competitive bidding process to award this contract. The current contract pricing is valid through June 30, 2016.</td>
<td></td>
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<tr>
<td>2. CycleHop, LLC</td>
<td>Piggyback Contract for Bicycle Sharing System</td>
<td>City will spend $5k for one location at SunRail. Additional sites would require sponsorships.</td>
<td>Commission approve piggyback contract with CycleHop, LLC and authorize the Mayor to execute contract.</td>
<td>The City of Orlando issued a formal solicitation for this contract. The term of the agreement is for 5 initial years with the option to renew for 5 additional 12 month periods, not to exceed 120 months.</td>
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<tr>
<td>3. Layne Inliner, LLC</td>
<td>Piggyback Contract IFB15-0017 – Storm Line Rehabilitation Cleaning &amp; Video Recording</td>
<td>Total expenditure included in approved FY15 budget. Amount: $475,570.00</td>
<td>Commission approve piggyback contract with Layne Inliner, LLC and authorize the Mayor to execute contract and proposal.</td>
<td>The City of Orlando issued a formal solicitation for this contract.</td>
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### Contracts

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<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>4. Matern Professional Engineering, Inc.</td>
<td>Amendment 3 – RFQ-2-2012 Continuing Contracts for Professional, Architectural, &amp; Engineering Services. Discipline: Green Planning</td>
<td>Continuing services contract which sets pricing for services when needed.</td>
<td>Commission approve Amendment 3 to Matern Professional Engineering, Inc. and authorize the Mayor to execute Amendment.</td>
<td>This City utilized a formal solicitation process to award this contract. The contract term was for a period of one year with a total of 4 one year renewal options, not to exceed five years in total.</td>
<td></td>
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<tr>
<td>5. Southeastern Surveying and Mapping Corporation</td>
<td>Amendment 3 – RFQ-2-2012 Continuing Contracts for Professional, Architectural, &amp; Engineering Services. Discipline: Surveying Services</td>
<td>Continuing services contract which sets pricing for services when needed.</td>
<td>Commission approve Amendment 3 to Southeastern Surveying and Mapping Corporation and authorize the Mayor to execute Amendment.</td>
<td>This City utilized a formal solicitation process to award this contract. The contract term was for a period of one year with a total of 4 one year renewal options, not to exceed five years in total.</td>
<td></td>
</tr>
<tr>
<td>6. Kelly, Collins &amp; Gentry, Inc.</td>
<td>Amendment 3 – RFQ-2-2012 Continuing Contracts for Professional, Architectural, &amp; Engineering Services. Discipline: Roadway Design</td>
<td>Continuing services contract which sets pricing for services when needed.</td>
<td>Commission approve Amendment 3 to Kelly, Collins &amp; Gentry, Inc. and authorize the Mayor to execute Amendment.</td>
<td>This City utilized a formal solicitation process to award this contract. The contract term was for a period of one year with a total of 4 one year renewal options, not to exceed five years in total.</td>
<td></td>
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</tbody>
</table>
**Item type** | **Action Item Requiring Discussion** | **meeting date** | **June 22, 2015**
--- | --- | --- | ---
**prepared by** | Cindy Bonham | City Manager | 
**department** | City Clerk | City Attorney | 
**division** | | N|A | 
**board approval** | | yes | no | N|A | final vote | 
**strategic objective** | Exceptional Quality of Life | Fiscal Stewardship | 
 | Intelligent Growth & Development | Public Health & Safety | 
 | Investment in Public Assets & Infrastructure | | 

**subject**

Annual Florida League of Cities Conference Voting Delegate

**motion | recommendation**

Motion to appoint either the Mayor or a Commissioner as the City of Winter Park voting delegate to attend the Florida League of Cities Annual Conference on August 13-15.

**background**

The Commission has delegated either the Mayor or a Commissioner in prior years. Election of League leadership and adoption of resolutions are undertaken during the business meeting. Voting delegates will also adopt the FLC 2016 Legislative Action Agenda because the 2016 Legislative Session will begin early next year. The voting delegate will make decisions that determine the direction of the League.

**alternatives | other considerations**

Do not send a voting delegate.

**fiscal impact**

Travel expenses and registration for the conference.
TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: May 20, 2015

SUBJECT: 89th Annual FLC Conference – Florida Cities: A Public Conversation
VOTING DELEGATE INFORMATION
August 13-15, 2015 – World Center Marriott, Orlando

As you know, the Florida League of Cities’ Annual Conference will be held at the World Center Marriott, Orlando, Florida on August 13-15. This year the theme for this year’s conference is Florida Cities: A Public Conversation, which will provide valuable educational opportunities to help Florida’s municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. Voting delegates will also adopt the FLC 2016 Legislative Action Agenda because the 2016 Legislative Session will begin early next year. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League’s by-laws, each municipality’s vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2014.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. Voting delegate forms must be received by the League no later than August 7, 2015.

Attachments: Form Designating Voting Delegate
89th Annual Conference
Florida League of Cities, Inc.
August 13-15, 2015
Orlando, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

**Designation of Voting Delegate**

Name of Voting Delegate: ____________________________________________

Title: ____________________________________________________________

Municipality of: __________________________________________________

**AUTHORIZED BY:**

________________________________________

Name

________________________________________

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email gdennard@flcities.com
Important Information

Submitting Resolutions for consideration by the FLC Resolutions Committee

The League’s Resolutions Committee will be meeting in conjunction with the FLC Annual Conference, August 13-15, 2015. Any municipality interested in submitting resolutions for consideration must submit them to the League no later than **Wednesday, July 8, 2015**, to guarantee that they will be included in the packet of proposed resolutions to the Resolutions Committee. Resolutions are limited to federal, constitutional or commemorative issues that are of statewide concern. Attached are the procedures your municipality should follow for proposing resolutions to the League membership.

If you have questions regarding resolutions, please contact Allison Payne at apayne@flcities.com or 850-701-3602 at the League office.

FLC Legislative Policy Committee Process

With the Florida Legislature convening the 2016 Legislative Session in January instead of March 2016, the policy committee meetings will commence this June instead of September. This accelerated timeline means the proposed priorities adopted by each policy committee will then be submitted to the Legislative Committee and then ultimately the FLC membership for consideration and adoption at the FLC Annual Conference in August instead of the FLC Legislative Conference in November. These priorities then become the League's Legislative Action Agenda.

If you have questions regarding the legislative policy process, please contact Holly McPhail at hmcphail@flcities.com or 850-701-3604 at the League office.
In order to fairly systematize the method for presenting resolutions to the League membership, the following procedures have been instituted:

(1) Proposed resolutions must be submitted in writing, to be received in the League office by July 8, 2015, to guarantee that they will be included in the packet of proposed resolutions that will be submitted to the Resolutions Committee.

(2) Proposed resolutions will be rewritten for proper form, duplicated by the League office and distributed to members of the Resolutions Committee. (Whenever possible, multiple resolutions on a similar issue will be rewritten to encompass the essential subject matter in a single resolution with a listing of original proposers.)

(3) Proposed resolutions may be submitted directly to the Resolutions Committee at the conference; however, a favorable two-thirds vote of the committee will be necessary to consider such resolutions.

(4) Proposed resolutions may be submitted directly to the business session of the conference without prior committee approval by a vote of two-thirds of the members present. In addition, a favorable weighted vote of a majority of members present will be required for adoption.

(5) Proposed resolutions relating to state legislation will be referred to the appropriate standing policy committee. Such proposals will not be considered by the Resolutions Committee at the conference; however, all state legislative issues will be considered by the standing policy committees and the Legislative Committee, prior to the membership. At that time, a state Legislative Action Agenda will be adopted.

(6) Proposed resolutions must address either federal issues, state constitutional issues, matters directly relating to the conference, matters recognizing statewide or national events or service by League officers. All other proposed resolutions will be referred for adoption to either the Florida League of Cities Board of Directors or FLC President.

Municipalities unable to formally adopt a resolution before the deadline may submit a letter to the League office indicating their city is considering the adoption of a resolution, outlining the subject thereof in as much detail as possible, and this letter will be forwarded to the Resolutions Committee for consideration in anticipation of receipt of the formal resolution.
Important Dates

May 2015
Notice to Local and Regional League Presidents and Municipal Associations regarding the Resolutions and Legislative Committees

June 2015
Appointment of Resolutions Committee Members
June 25 – Legislative Post-Session Review (2015 Session)
June 26 – Policy Committee Meetings (2016 Session)

July 2015
July 8 – Deadline for Submitting Resolutions to the League office
July 17 – Policy Committee Meetings (2016 Session)

August 2015
August 13 – Policy Committee Meetings including the finalization of proposed committee statements (FLC Annual Conference)
August 14 – Resolutions Committee Meeting
August 14 – Legislative Committee Meeting (2016 Session)
August 15 – Pick Up Voting Delegate Credentials Followed by Annual Business Session
subject
Citizens Century Collection

motion | recommendation
Recommend City Commission approval of the “Citizens Century Collection” recognition policy.

background
The “Citizens Century Collection” will provide recognition of Winter Park residents that have reached the age of 100. Upon request the City will plant a tree in their honor in Central Park or Martin Luther King, Jr. Park. Applicants can make requests for alternate planting locations but will be subject to approval by the Parks and Recreation Director. The tree shall be identified as a 3 “C” Tree by an attached tag showing the honoree information. The tree GPS position will be designated on a city map available on the City website.

alternatives | other considerations
Draft policy is provided as backup information

fiscal impact
Cost of trees and planting contractor.
Purpose: The purpose of this policy is to establish guidelines, standards, and procedures for the installation and care of trees planted in honor of residents who reach 100 years of age.

General: A request for a tree installation in particular Citizens Century Collections will be considered in honor of residents reaching 100 years of age. Citizen Century Collections will be established in Central Park and in Martin Luther King Park.

Requests for installation of an honorary tree in any other park will be subject to approval from the Parks and Recreation Director.

Guidelines established by this policy will only apply to all requests made after the effective date of this policy.

Maintenance: Trees will be maintained by the city. Trees are subject to peril from insects or harm and may be replaced should a tree not survive.

Cost: The City will cover the full-cost of the purchase, installation, and maintenance during the expected life cycle of the tree and will provide a temporary Honoree tag.

PROCEDURE:

Application: The Honoree or requesting party must contact the Parks and Recreation Department with a letter of request and a completed application form. Applications are available through the mail/e-mail, on the City website or in person at the Parks and Recreation Department. Completed applications should be submitted to the Parks and Recreation Department for review and processing to the attention of the department director.

Criteria for Acceptance: The request for Century trees within Central Park or Martin Luther King, Jr. Park will be considered by the Department Director. Proposals may be subject to approval by the Urban Forestry Division, City Management and in certain circumstances the Parks and Recreation Advisory Board and Commission.

- The honoree must be at least 100 years old.
- Must be at least a 25 year resident of Winter Park.
Acknowledgement: An informational tag will be placed on the tree that bears the name of the honoree. The tag will be removed before any permanent damage to the tree occurs from growth restriction. No permanent memorial plaques will be installed for tree installations.

The GPS location of the tree will be provided on the City Of Winter Park website.

Trees: The size and species of trees shall include Life Oak, Tabebuia, Sweet Gum, Magnolia Grandiflora, Red Bud, Cypress and Chaste trees. Any other requested species shall be subject to approval by the Parks and Recreation Director and the Urban Forestry Manager.

Installation: The trees will be installed by the Urban Forestry Division with the assistance of the Parks and Recreation Department. A tree dedication ceremony will be held to honor the recipient and designate the tree as part of the Citizens Century Collection. The installation and ceremony will be scheduled at a time and date approved by the Parks and Recreation Department.

Removal and/or Relocation: This section applies to both existing and new trees. The City reserves the right to remove and/or relocate park elements when they interfere with site safety, maintenance, or construction activities or if the tree does not survive.
a) **Establish Citizens Century Collection**

Staff explained the idea of the century collection; a group or grove of trees will be planted to honor 100 year old city residents of 25 years or more. Janet Atkins had some concern about limiting the planting of the trees to two parks, staff explained that trees will not be limited to specific parks; they may be planted throughout the city. Staff will approve the application and location of the trees.

*Motion made by Janet Atkins to approve action item “e” Seconded by Joel Roberts, the motion carried unanimously with a 5-0 vote.*
Real Estate Purchase and Sale Agreement between the Orange County School Board, the City of Winter Park and UP Fieldgate US Investments – Winter Park LLC and

Indemnity Agreement between the City of Winter Park and UP Fieldgate US Investments – Winter Park LLC

Request approval of the Agreement based on the terms set out in the UP Fieldgate US Investments – Winter Park LLC Development Agreement dated 03/19/15.

Request approval of the Indemnity Agreement for Cure issues outlined in the School Board/City/UP Fieldgate Agreement

Following the June 8, 2015 meeting, the City Attorney has renegotiated the tri-party agreement with the Orange County School Board and UP Fieldgate. The attached agreement reflects the following changes from the original agreement including:

- Developer assumes all responsibility to design and complete all cure work
- The developer will provide a letter of credit for $500,000 to be used expressly to pay liquidated damages.
• There is a cap placed on liquidated damages limited to the LOC and the escrow.
• The City’s liability as the purchaser is limited to the LOC and the escrow account funded by the developer but is not liable to pay liquidated damages from its own funds.
• The School Board may pursue the developer for any liquidated damages above the cap releasing liability to the city.

**Agreement Summary**

This agreement is a tri-party agreement between Orange County School Board, the City of Winter Park and UP Fieldgate for property currently owned by the School Board on the Winter Park Vo-Tech site to be used as rights-of-way for the proposed Lee Road Extension.

As part of the Development Agreement for the Whole Foods project and the additional Building A, UP Fieldgate agrees to construct the Lee Road Extension as a necessary access point to the development along US 17-92. The development agreement requires the developer to also convey the right of way for the Lee Road Extension to the City. To acquire the necessary rights of way, UP Fieldgate has negotiated a purchase of property from the Orange County School Board.

The terms of the Tri-Party Agreement provide that the School Board will convey the property to the city. The developer, on behalf of the city, will pay the school board the sum of $2,580,000 for the property.

Since the Vo-Tech site will be losing parking spaces, the agreement also requires the city to “cause the undertaking and performance of the design, engineering, permitting and construction of certain cure work.” The cure work includes the reconfiguration of the parking filed on the Vo-Tech site, the addition of a full access point from the remaining School property to the Lee Road Extension, drainage improvements, reconfiguration of the parking lot lighting and installation of new parking lot lighting and temporary offsite parking for the operation of the Vo-Tech center. The city is requiring UP Fieldgate to undertake and perform the cure work at no cost to either the School Board or the city. The School Board has the right to review and approve all cure work.

The Agreement also requires that temporary parking for the Vo-Tech site must be in place by September 1, 2015 and the cure work must be completed by December 31, 2015 or 120 days after the temporary completion date. The access point must be open by March 1, 2016 and the School Board is entitled to liquidated damages if the cure work is not completed in a timely manner. The conveyance of the property will be “As-is” and the city and the developer will have a 15 day inspection period commencing on the effective date of the agreement. The agreement requires that the property may only be used for public right of way and related purposes such as stormwater draining and retention.
The Orange County School Board approved the first agreement at their Board meeting on May 26, 2015. They will be considering the modified agreement at the Board meeting on June 23, 2015.

**Indemnity Agreement**

The attached Indemnity Agreement further clarifies the role of the city and the developer. This Agreement, between the city and UP Fieldgate, outlines a number of terms that removes the city from any liability by the School Board for the cure work to the Winter Park Vo-Tech site. The developer agrees to perform the cure work, assumes all penalties and agrees to defend any claims against the city that may arise from the School Board Agreement. The developer also will post a $500,000 irrevocable letter of credit as security for this cure work.

This agreement has been drafted by the City Attorney’s office and attorneys for UP Fieldgate to ensure that the city has no risk with regard to the cure work required by the School Board Agreement.

**alternatives | other considerations**

**fiscal impact**

There is no fiscal impact to the city for the acquisition of the property from the School Board. The developer will be assuming all liability for the purchase of the property and all necessary cure work.
REAL ESTATE PURCHASE AGREEMENT

Between

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, as Seller

and

THE CITY OF WINTER PARK, FLORIDA, as Purchaser

and

UP FIELDGATE US INVESTMENTS – WINTER PARK, LLC, as Developer

(Winter Park Adult Vocational Center)
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EXHIBIT “A” Legal Description of the School
EXHIBIT “B” Depiction of the Lee Road Extension
EXHIBIT “C” Legal Description of the Land
EXHIBIT “D” School Improvements
REAL ESTATE PURCHASE AGREEMENT
(Winter Park Adult Vocational Center)

THIS REAL ESTATE PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of the Effective Date (as hereinafter defined), by and between THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body organized and existing under the Constitution and laws of the State of Florida, (“Seller”), THE CITY OF WINTER PARK, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, (“Purchaser”), and UP FIELDGATE US INVESTMENTS – WINTER PARK, LLC, a Florida limited liability company (“Developer”).

WITNESSETH:

WHEREAS, Seller is the fee simple owner of a parcel of real property, commonly known as the Winter Park Adult Vocational Center, located on the northwest corner of West Webster Avenue and North Denning Drive in the incorporated City of Winter Park, Orange County, Florida, containing approximately 13.04 acres and bearing Orange County Property Appraiser’s Parcel Identification Number 01-22-29-3664-02-010, (the “School”) which School is legally described in Exhibit “A” attached hereto and by this reference made a part hereof, and the sale of a portion of the School for public right-of-way and related purposes is the subject of this Agreement; and

WHEREAS, Developer is the fee simple owner of parcels of real property, located generally west and northwest of the School, that Developer is developing and redeveloping for a commercial project (the “Project”); and

WHEREAS, in connection with the development of the Project, as a condition of Developer’s “final” conditional use approval of the Project on October 27, 2014, and as more particularly set forth in that certain “Developer’s Agreement” between Developer and Purchaser recorded on March 19, 2015 in Book 10891, Page 2720, of the Public Records of Orange County, Florida, (collectively, the “Project Approvals”) Developer will be required to obtain right-of-way and construct an extension of Lee Road (the “Lee Road Extension”) extending east from the current terminus of Lee Road with North Orlando Avenue, before curving 90 degrees to the right and proceeding south to a new terminus with West Webster Avenue, said Lee Road Extension being more particularly depicted and described in Exhibit “B” attached hereto and by this reference made a part hereof; and

WHEREAS, the Lee Road Extension is to be a publicly-dedicated right-of-way owned and maintained by Purchaser; and

WHEREAS, the construction of the Lee Road Extension requires Purchaser to obtain fee simple ownership of approximately 2.0 acres of the School (the “Land”) which Land is legally described in Exhibit “C” attached hereto and by this reference made a part hereof; and

WHEREAS, on May ___, 2015, pursuant to Resolution No. __________, Seller (i)
declared the Land to be “unnecessary or unsuitable for school purposes” (i.e. surplus) in accordance with Policy DN of Seller, such policy having been adopted by Seller pursuant to the Florida Administrative Procedures Act (Chapter 120, Florida Statutes) and in accordance with the “State Requirements for Educational Facilities” approved by the Florida State Board of Education, and (ii) approved the sale of the Property to Purchaser for public right-of-way and related purposes for the Lee Road Extension; and

WHEREAS, in order to facilitate the Lee Road Extension and ensure compliance with Seller’s duly adopted procurement policies, Developer has requested that Seller sell and convey the Land directly to Purchaser inasmuch as Purchaser shall ultimately own and maintain the Lee Road Extension, and Seller has agreed to sell the Land to Purchaser and Purchaser has agreed to purchase the Land with Developer providing the funds Developer would have expended in any event in accordance with the Developer’s Agreement, said sale of Land to be together with (i) all tenements, hereditaments and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings and fixtures, if any, situated thereon, (iii) all right, title and interest of Seller in any street, road, alley or avenue adjoining such Land to the center line thereof, but (for avoidance of doubt) excluding any streets, roads, alleys or avenues, if any, within Seller’s Retained Lands (hereinafter defined), and (iv) all of Seller’s right, title and interest in any strip, hiatus, gore, gap or boundary adjustment area adjoining or affecting such Land (collectively, with the Land, the “Property”); and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Property upon the terms and conditions hereinbelow set forth, in order to effectuate the Lee Road Extension; and

WHEREAS, Seller’s conveyance of the Property to Purchaser provides a material benefit to Developer inasmuch as Purchaser’s acquisition of the Property allows Developer to construct the Lee Road Extension, perform the Cure Work and develop the Project; and

WHEREAS, this Agreement has a public purpose for the Purchaser because the Lee Road Extension is beneficial to the public as it provides improved traffic flow, and is required by FDOT for the benefit of the public; further, the Project will increase the Purchaser’s tax base and improve this area of the City; and

WHEREAS, Purchaser and Developer have entered into a Developer’s Agreement of even date with this Agreement providing that Developer is Purchaser’s guarantor under this Agreement, and the real party in interest with respect to the conveyance of the Property; and

WHEREAS, the sale of the Land will result in certain work being necessary to replace Seller facilities that will be lost, which work is hereafter more clearly defined and referred to herein as the Cure Work; and

WHEREAS, Purchaser has agreed to cause the Cure Work to be completed and Developer has agreed to provide funds in escrow to guarantee the completion of the Cure Work with no out-of-pocket cost to Purchaser.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants
and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

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

2. **Agreement to Buy and Sell.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

3. **Purchase Price.** The purchase price to be paid by Developer to Seller, on behalf of Purchaser, for the Property (the "**Purchase Price**") shall be the sum of Two Million Five Hundred Eighty Thousand and No/100 U.S. Dollars ($2,580,000.00), which Purchase Price shall be paid by Developer to Seller at the Closing, subject to appropriate credits, adjustments and prorations as hereinbelow provided. Purchaser is not responsible for paying any part of the Purchase Price. As additional consideration to Seller for the conveyance of the Property to Purchaser, and in addition to the Purchase Price, Purchaser has agreed to cause the undertaking and performance of the design, engineering, permitting, and construction of the Cure Work as described in Section 10 of this Agreement. Purchaser and Developer acknowledge that the Purchase Price has been arrived at after accounting for, and that Seller has only agreed to the Purchase Price because of, Purchaser’s promise to cause the undertaking and performance of the design, engineering, permitting, and construction of the Cure Work.

4. **Purchaser’s Access to Property.** Purchaser and Developer shall at all times before Closing have the right of going upon the Property with their respective agents and engineers as needed to inspect, examine, survey, and otherwise undertake those actions which Purchaser, in its sole discretion, deems necessary or desirable to determine the suitability of the Property for the Lee Road Extension; provided, however, all entries upon the Property shall be coordinated in advance of entry with the then current senior director of the public school on Seller’s Retained Lands. Said privilege shall include, without limitation, the right to make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property, all of the foregoing (hereinafter collectively referred to as the "**Inspections**") at no cost or expense to Seller. Purchaser and Developer each covenant, respectively, that their respective activities will not cause any harm to Seller or the Property and will not unreasonably interfere with the use and operation of the Seller’s Retained Lands and the school located thereon and that the Property will be immediately restored to the same or better condition as existed prior to their respective inspection activities. Purchaser (to the extent allowed by law) and Developer, respectively, and their respective agents and engineers shall at all times indemnify, save harmless and defend Seller, and Seller's board, staff, counsel, trustees, employees, and/or other agents, from and against any and all claims, liabilities, losses, costs, lawsuits, disputes, damages and expenses (including reasonable attorneys’ fees whether incurred at or before the trial level or in any appellate proceedings) which Seller may suffer, sustain or incur by reason of the exercise of Purchaser’s and Developer’s respective rights under this Section 4, including, without limitation, any damage to the Property or to any person or other real or personal property, and including the
filing of any mechanics’ or other statutory or common law lien or claims against the Property or any part thereof. The restoration and indemnification provisions of this Section 4 shall survive Closing or earlier termination of this Agreement.

5. **Survey and Title Matters.**

   a. **Survey.** Purchaser shall, through Developer, and at Developer’s expense, within five (5) days after the Effective Date, at no cost or expense to Seller, obtain a new, current survey of the Property (the “Survey”) prepared by a registered surveyor, licensed in the State of Florida (the “Surveyor”) and deliver a copy of such Survey to Developer and Seller and, if requested by Purchaser, to Purchaser. The Survey shall locate all improvements, if any, situated upon the Property and shall locate and identify with the relevant recorded information all utility lines and access, easements, streets, rights-of-way and other man-made objects, and locate all other matters not of record which are ascertainable by a visual inspection of the Property. The Survey shall identify any portion of the Property which is within a flood plain or which is subject to the jurisdiction of the Department of Environmental Protection, the Army Corps of Engineers, the applicable Water Management District or any agency of Orange County. The Survey shall also determine and certify within one-one hundredth (1/100th) of an acre the total acreage contained within the boundaries of the Property. The survey shall be certified to Purchaser, Seller, Developer, Purchaser’s attorney, Seller’s attorney, Developer’s attorney, Title Agent (as defined below), and the Title Company (as defined below), and shall certify that such Survey was prepared in accordance with the ALTA/ACSM land survey requirements and the minimum technical requirements and standards promulgated by the Florida Board of Professional Land Surveyors, Chapter 61G-17 of the Florida Administrative Code and Section 427.027 of the Florida Statutes. The Survey shall, at Purchaser’s option, also contain such other matters as are required by the Title Company. The Surveyor’s seal shall be affixed to the Survey.

   b. **Title Insurance.** Purchaser and Developer acknowledge receipt of Title Commitment No. 5011612-2037-3320722 with an effective date of April 13, 2015 at 8:00 a.m. (the “Title Commitment”) proposing to insure the Property issued by First American Title Insurance Company (“Title Company”), by and through its agent, Shutts & Bowen LLP (“Title Agent”), together with copies of all exception documents referred to therein. The Title Commitment shall irrevocably obligate the Title Company to issue an ALTA title insurance policy approved for issuance in the State of Florida in the amount of the Purchase Price (the “Title Policy”), which Title Policy shall insure the Purchaser’s fee simple title to the Property.

   c. **Title and Survey Objection.** Within five (5) days after the receipt of the Survey, Purchaser shall provide Seller with notice of any matters set forth in the Title Commitment or Survey which are unacceptable to Purchaser, which matters shall be referred to herein as “Title Defects”. Any matters set forth in the Title Commitment or Survey to which Purchaser does not timely object shall be referred to collectively herein as the “Permitted Exceptions”. Within five (5) days after receipt of the notice of Title Defects from Purchaser (the “Seller’s Response Period”), Seller shall notify Purchaser whether Seller will attempt to cure any of the Title Defects; in the event Seller fails to notify Purchaser of its intent to cure any Title Defect(s) within the Seller’s Response Period, Seller shall be deemed to have refused to cure such Title Defect(s). In the event Seller refuses to cure (or is deemed to refuse to cure) any Title
Defect within the Seller’s Response Period then Purchaser may, at its option, by delivering written notice thereof to Seller prior to the expiration of the Inspection Period: (i) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no force and effect, and no party hereto shall have any further rights, obligations or liability hereunder, except as otherwise provided herein; or (ii) accept title to the Property subject to such Title Defects, whereupon such Title Defects that Seller has refused to cure shall for all purposes herein also be considered “Permitted Exceptions”. If Seller elects to attempt to cure any of the Title Defects, Seller shall have until Closing (the “Seller’s Cure Period”) within which to use its diligent good faith efforts to cure such Title Defects to the satisfaction of Purchaser and the Title Company. In the event Seller fails to cure any Title Defect within Seller’s Cure Period after agreeing to cure such Title Defect within the Seller’s Response Period, then Purchaser may at its option by delivering written notice thereof to Seller prior to Closing: (i) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no force and effect, and no party hereto shall have any further rights, obligations or liability hereunder, except as otherwise provided herein; or (ii) accept title to the Property subject to such Title Defects, whereupon such Title Defects that Seller has failed to cure shall for all purposes herein also be considered “Permitted Exceptions”.

6. **Inspection Period; As-Is Sale.** Purchaser and Developer shall have fifteen (15) days after the Effective Date (the “Inspection Period”), to determine, as to Purchaser, in Purchaser’s sole and absolute discretion, and as to Developer, in Developer’s sole and absolute discretion, that the Property is suitable and satisfactory for the Lee Road Extension.

In addition to those inspections of the Property permitted under Section 4 of this Agreement, during the Inspection Period, Purchaser may, in Purchaser’s sole discretion and at no cost or expense to Seller, through Developer, and at Developer’s expense, also: (i) have the Property tested, surveyed and inspected to determine if the Property contains any hazardous or toxic substances, wastes, materials, pollutants or contaminants; (ii) have the Property tested, surveyed and inspected to determine if the Property contains any endangered or threatened species of animal life or endangered, threatened or commercially exploited plants or under it, including, without limitation, any jurisdictional wetlands, such that any state or federal agency, department or commission would disallow the use of the Property for the Lee Road Extension or require Purchaser to relocate any such species, plants or wetlands; and/or (iii) obtain an endangered species and habitat report. All entries upon the Property shall be coordinated in advance of entry with the then current senior director of the public school on Seller’s Retained Lands.

As used herein, “Hazardous Substances” shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminates (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, “CERCLA”, “RCRA”, or state superlentine or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as “Environmental Laws”). Purchaser may obtain a hazardous waste report prepared by a registered engineer.
In the event either Purchaser or Developer is not satisfied, in Purchaser’s or Developer’s sole discretion, with Purchaser’s or Developer’s respective inspections of the Property (if any), either Purchaser or Developer may elect to terminate this Agreement by written notice to Seller prior to the expiration of the Inspection Period, whereupon this Agreement shall terminate and be null and void and no party shall have any further liability or obligation hereunder except as otherwise provided herein.

Except to the extent specifically set forth herein, Seller makes and shall make no representation or warranty either express or implied regarding the condition, operability, safety, fitness for intended purpose or use of the Property. Purchaser and Developer specifically acknowledge and agree that except as otherwise specifically set forth herein to the contrary, Seller shall sell and Purchaser shall purchase the Property on an “AS IS, WHERE-IS, AND WITH ALL FAULTS” basis and that, except as otherwise specifically set forth herein to the contrary, neither Purchaser nor Developer is relying on any representations or warranties of any kind whatsoever, express or implied, from Seller and/or Seller’s board, staff, counsel, trustees, employees, and/or other agents, as to any matters concerning the Property except as specifically set forth in this Agreement, including, without limitation, any warranty or representation as to: (i) the quality, nature, adequacy, and physical condition of the Property; (ii) the quality, nature, adequacy, and physical condition of soils, geology, and any groundwater; (iii) the existence, quality, nature, adequacy, and physical condition of utilities serving the Property; (iv) the development potential of the Property; (v) the Property’s value, use, habitability, or merchantability; (vi) the fitness, suitability, or adequacy of the Property for any particular use or purpose; (vii) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property; (viii) the compliance of the Property or its operation with all applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity including, without limitation, environmental person or entity, including, without limitation, environmental laws, and environmental matters of any kind or nature whatsoever relating to the Property; (ix) the presence of hazardous or toxic materials on, under, or about the Property or the adjoining or neighboring property; (x) the quality of any labor and materials used in any improvements included in the Property, (xi) any service contracts, guarantees or warranties, or other agreements affecting the Property; (xii) the economics of the purchase of the Property; (xiii) the freedom of the Property from latent or apparent vices or defects; (xiv) peaceable possession of the Property; and (xv) any other matter or matters of any nature or kind whatsoever relating to the Property. Neither Purchaser nor Developer shall have any rights or claims whatsoever against Seller or Seller’s board, staff, counsel, trustees, employees, or other agents, for damages, rescission of the sale, or reduction or return of the Purchase Price because of any matter not represented or warranted by Seller contained in this Agreement, and all such rights and claims are hereby expressly waived by Purchaser and Developer.

7. **School Improvements: Scope.** Purchaser and Developer acknowledge that the sale of the Property will result in the loss by Seller of approximately 2.0 acres of the School, including a minimum of one hundred six (106) parking spaces and associated improvements, and that as a result it will be necessary to reconfigure the development and improvements upon portions of the School other than the Property (the “Seller’s Retained Lands”) in order to
maintain safe, efficient, and legal operations of the public school upon the Seller’s Retained Lands. Without limiting the generality of the foregoing, as a result the conveyance of the Property to Purchaser for public right-of-way purposes (and Seller’s loss of use thereof), and/or as a result Developer’s construction of the Project and the Lee Road Extension, it will be necessary to reconfigure the parking fields of the School, to add a full access point from Seller’s Retained Lands to the Lee Road Extension, to make drainage improvements both within and external to Seller’s Retained Lands to accommodate the stormwater retention/detention needs of Seller’s Retained Lands, to reconfigure the parking lot lighting of the parking fields of the school and to install new parking lot lighting in connection therewith, to provide temporary offsite parking for the operation of the public school located on Seller’s Retained Land during the performance of the Cure Work and to make certain other improvements both within and external to Seller’s Retained Lands, which may include the removal, relocation, installation, and/or construction of utilities.

a. Definitions.

i. For the purposes of this Agreement, the term “Parking Improvements” shall mean those parking improvements depicted and described in Exhibit “D” attached hereto and by this reference made a part hereof (other than the Access Point (as defined below)) and, without limiting the foregoing, such Parking Improvements shall include (i) the removal of existing asphalt pavement, clearing, grading, base, sub-base, paving, curbing, sidewalks, drainage pipes, inlets, signage, striping, light poles, fencing, and landscaping within the Seller’s Retained Lands and (ii) any such other improvements as are necessary to accommodate the parking needs of Seller’s Retained Lands and to maintain safe, efficient, and legal operations of the public school upon Seller’s Retained Lands, after the conveyance of the Property to Purchaser for public right-of-way purposes (and Seller’s loss of use thereof) and/or resulting from Developer’s construction of the Project, Developer’s construction of the Lee Road Extension, and/or construction of the Cure Work (hereinafter defined).

ii. For the purposes of this Agreement, the term “Temporary Parking Improvements” shall mean those parking improvements on the Premises (as hereinafter defined) depicted and described in Exhibit “D” and, without limiting the foregoing, such Temporary Parking Improvements shall include (i) the removal of existing asphalt pavement, clearing, grading, base, sub-base, paving, curbing, sidewalks, signage, light poles, and fencing within and adjacent to the Premises and (ii) any such other improvements to the Premises and Seller’s Retained Land as are necessary to accommodate the parking needs of Seller’s Retained Lands during the time period commencing with the commencement of the Cure Work and ending with the Completion of the Cure Work and to maintain safe, efficient, and legal operations of the public school upon Seller’s Retained Lands, after the conveyance of the Property to Purchaser for public right-of-way purposes (and Seller’s loss of use thereof) and/or resulting from Developer’s construction of the Project, Developer’s construction of the Lee Road Extension, and/or construction of the Cure Work.

iii. For the purposes of this Agreement, the term “Access Point” shall mean and refer to the one (1) access point with full median cut providing for vehicular ingress and egress (right in and out and left in and out) to and from the Parking Improvements and the
Lee Road Extension in the location generally depicted in Exhibit "D" attached hereto. The exact location and configuration of the Access Point shall be subject to Seller's approval, as contemplated in Section 10 below.

iv. For the purposes of this Agreement, the term “Drainage Improvements” shall mean a drainage system within Seller’s Retained Lands, within the Property, and/or within other lands of Purchaser and/or Developer to accommodate the stormwater retention/detention needs of Seller’s Retained Lands and to maintain safe, efficient, and legal operations of the public school upon Seller’s Retained Lands, after the conveyance of the Property to Purchaser for public right-of-way purposes (and Seller’s loss of use thereof) and/or resulting from Developer’s construction of the Project, Developer’s construction of the Lee Road Extension, and/or construction of the Cure Work, including without limitation all aboveground and underground drainage, retention, detention, and conveyance facilities, lakes, ponds, ditches, trenches, swales, culverts, inlets, pipes, weirs, control structures, and other structures associated with such drainage system including a pond (the “Pond”), outside of Seller’s Retained Lands, that may also accommodate certain stormwater retention/detention needs of the Lee Road Extension. For avoidance of doubt, the Drainage Improvements shall be generally consistent with those improvements depicted and described in Exhibit “D” attached hereto.

v. For the purposes of this Agreement, the term “Utility Improvements” shall mean and refer to the removal, relocation, installation, and/or construction of water, wastewater, reclaimed/reuse water, electrical, gas, telephone, internet, cable, and/or other utility pipes, lines, mains, lift stations, poles, wires, guy wires, transformers, and/or other facilities, and appurtenances associated therewith, within Seller’s Retained Lands, within the Property, and/or within other lands of Purchaser and/or Developer necessary to accommodate the utility needs of Seller’s Retained Lands and to maintain safe, efficient, and legal operations of the public school upon Seller’s Retained Lands, after the conveyance of the Property to Purchaser for public right-of-way purposes (and Seller’s loss of use thereof) and/or resulting from Developer’s construction of the Project, Developer’s construction of the Lee Road Extension, and/or construction of the Cure Work, including without limitation any required “upsizing” of existing utilities and/or “upsizing” of new utilities to be installed in connection with the Project, the Lee Road Extension, and/or the Cure Work.

vi. For the purposes of this Agreement, the term “Other Improvements” shall mean and refer such other work of every kind and nature and to the removal, relocation, installation, and/or construction of such other improvements and facilities of every kind and nature within Seller’s Retained Lands, within the Property, and/or within other lands of Purchaser and/or Developer (other than the Parking Improvements, the Access Point, the Drainage Improvements, the Utility Improvements, and the Access Improvements (hereinafter defined)) necessary to maintain safe, efficient, and legal operations of the public school upon Seller’s Retained Lands, after the conveyance of the Property to Purchaser for public right-of-way purposes (and Seller’s loss of use thereof) and/or resulting from Developer’s construction of the Project, Developer’s construction of the Lee Road Extension, and/or construction of the Cure Work.
vii. For the purposes of this Agreement, the term “School Improvements” shall mean, collectively, the Parking Improvements, the Temporary Parking Improvements, the Access Point, the Drainage Improvements, the Utility Improvements, the Other Improvements, and the Access Improvements.

b. Purchaser, Seller and Developer acknowledge that while some of the School Improvements are depicted and described in Exhibit “D”, the exact nature of all School Improvements and the complete list of all matters that will constitute School Improvements (collectively, the “Scope”) are unknown as of the Effective Date. Prior to the expiration of the Inspection Period, Purchaser, Seller and Developer shall agree upon the Scope and shall document their agreement upon the Scope through an amendment of this Agreement which amendment shall, among other terms and provisions, add such Scope to this Agreement as an exhibit hereto. Purchaser and Developer hereby acknowledge that the Scope will materially impact Seller, and that Seller shall have the right to review and approve or disapprove all aspects of the Scope in its sole, exclusive and absolute discretion. To facilitate agreement by the parties on the Scope prior to the end of the Inspection Period, Developer shall provide Purchaser and Seller with Developer’s proposed Scope within five (5) days after the Effective Date. If Purchaser, Seller and Developer do not agree upon the Scope (and document such agreement through an amendment of this Agreement) prior to expiration of the Inspection Period, then any of Purchaser, Seller or Developer may, by written notice to all other parties, terminate this Agreement at any time thereafter; upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

8. Conditions Precedent to Seller’s Obligation to Close. Seller’s obligation to sell the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the “Conditions to Close”) on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

a. The representations, warranties and covenants of Purchaser and Developer contained in this Agreement shall be true and correct as of the Closing Date.

b. Purchaser and Developer shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Purchaser and/or Developer at or prior to Closing.

c. Purchaser, Seller, and Developer shall have agreed upon the Scope.

d. Seller shall have approved the Proposed Plans such that the Proposed Plans are deemed Submission Plans in accordance with Section 10 below.

e. Purchaser, Seller, and Developer shall have agreed upon forms of the Escrow Agreement (hereinafter defined), Temporary Construction Easement (hereinafter defined), Drainage Easement (hereinafter defined) and Letter of Credit (as hereinafter defined).

f. Purchaser, Seller and Developer shall have agreed upon the amount of the Escrowed Funds (as defined in Section 10j. below)
g. Purchaser shall have surrendered to Seller sole and exclusive possession of the Premises (as defined in Section 25) in accordance with Section 25 of this Agreement.

h. Seller may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing conditions to its obligations hereunder and the consummation of such sale, but any such waiver shall be effective only if contained in writing signed by Seller and delivered to Purchaser and Developer. Except as to the condition waived, no waiver shall reduce the rights or remedies of Seller by reason of any breach of any undertaking, agreement, warranty, representation or covenant of Purchaser and/or Developer.

i. In the event any of the foregoing conditions, or other conditions to this Agreement, are not fulfilled or waived prior to the date of Closing, Seller may terminate this Agreement, regardless of whether such right is otherwise expressly provided above, by written notice of Seller delivered to Purchaser and Developer prior to the Closing Date. Notwithstanding anything herein to the contrary, in the event of any such termination, this Agreement shall become null and void and of no further force or effect with neither party having any further rights or liabilities hereunder, except as otherwise provided herein.

9. Closing Date and Closing Procedures and Requirements.

a. Closing Date. The closing (the “Closing”) shall be fifteen (15) business days after satisfaction of the Conditions to Close; but in no event later than June 25, 2015 (“Closing Date”), at the offices of the Title Company (the “Closing Agent”). Closing Agent shall prepare all documents for Closing and act as escrow agent (the “Escrow Agent”).

b. Conveyance of Title. At the Closing, Seller shall execute and deliver to Purchaser a Special Warranty Deed conveying free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, excepting only the Permitted Exceptions (“Deed”). Developer, Seller, and Purchaser agree that such documents, resolutions, certificates of good standing and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner’s affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy and other affidavits reasonably required by a party to this Agreement, the Title Company, or Closing Agent, and a certificate duly executed by Seller certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as may be amended from time to time.

c. Prorating of Taxes and Assessments; Special Assessments. All real property ad valorem taxes, general assessments and all Municipal Services Taxing Unit (“MSTU”) charges applicable to the Property shall be prorated as of the Closing Date between Seller and Purchaser, and at Closing Seller will pay to Purchaser (or the Closing Agent) Seller’s pro rata share of such taxes, assessments, and MSTU charges as determined by the Orange County Property Appraiser, the Orange County Tax Collector, and any other applicable governmental authority. Delivery of such tax payment to Orange County along with a copy of
the Deed and a request to remove the Property from the tax roll at Closing shall be the responsibility of the Closing Agent and shall occur at Closing. If the real property ad valorem taxes, general assessments, and MSTU charges applicable to the Property are not available at Closing, then they shall be estimated based upon the most recent information available. If the Closing occurs in November or December Seller shall be responsible for the entire year’s tax liability. Seller shall pay in full, on or before the Closing Date, all special assessments which have been levied and certified, confirmed, and/or ratified prior to Closing.

d. Closing Costs. Developer shall pay all costs of the Closing including without limitation: (i) all real property transfer and transaction taxes and levies, if any, relating to the purchase or sale of the Property including, without limitation, the documentary stamps which shall be affixed to the Deed; (ii) title search fees, title insurance premiums for the Title Commitment/Policy equal to the Purchase Price to be issued by Title Agent, and title insurance premiums for any endorsements to the Title Commitment/Policy; (iii) the cost of preparing the Closing documents; and (iv) the cost of recording the Deed, the Drainage Easement (hereinafter defined), and any other documents to be recorded at Closing. Notwithstanding the foregoing, each party shall pay its own attorneys’ fees and costs. Notwithstanding the foregoing, all parties acknowledge and agree that the Deed will constitute a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax under Florida Department of Revenue Rule 12B-4.0114(10), F.A.C.

10. Cure Work. Upon the terms and provisions more particularly set forth herein, Purchaser, at no cost or expense to Seller, shall cause to be designed, engineered, permitted, and constructed: (i) the School Improvements; (ii) all other site work, work, and improvements that are described in the Submission Plans (hereinafter defined) or the revised Submission Plans (if applicable); and (iii) all other site work, work, and improvements required by the Permits (hereinafter defined) (collectively, the “Cure Work”). Purchaser intends to retain Developer to undertake and perform the Cure Work and Purchaser shall require Developer to provide a letter of credit to Purchaser to insure the timely performance and completion of the Cure Work in accordance with this Agreement. All terms and provisions of this Section 10 shall survive Closing hereunder. However, the parties acknowledge that Developer is ultimately responsible to properly design and timely complete all of the Cure Work in accordance with the terms and conditions of this Agreement, and that Purchaser’s liability for liquidated damages (as provided for in Section 10(i) below) shall be limited to a maximum of the LOC and escrowed Escrow Funds (as defined in Section 10(i) below) to be provided and funded by Developer and that Purchaser is not liable to pay Liquidated Damages from its own funds. For purposes of this Agreement, the LOC shall mean a Letter of Credit and refer to a letter of credit in form and content acceptable to the Seller in the amount of Five Hundred Thousand Dollars ($500,000.00) to be provided and funded by Developer and that is expressly available to pay Liquidated Damages upon the breach of the Cure Work completion deadline. This LOC and the Escrowed Funds as defined and referred to in 10(i) and (j) hereafter shall be the cap and not to exceed amount of the Purchaser’s liability for Liquidated Damages, although the School Board may pursue the Developer for any Liquidated Damages it may have a right to claim against Developer notwithstanding the cap not to exceed amount herein referred to with respect to the Purchaser/City’s liability for liquidated damages under this Agreement and in the event the Escrowed Funds and LOC are not
available to be drawn upon or are insufficient to pay the liquidated damages claimed by Seller, then such liquidated damages shall be paid directly by Developer to the Seller without any cap on the Developer’s liability for liquidated damages. The parties acknowledge and agree that the LOC and Escrowed Funds are for the benefit of Seller to ensure the timely and satisfactory completion of the Cure Work and that Seller is, and shall be, a direct or third party beneficiary to all agreements related to the LOC and Escrowed Funds. Purchaser agrees that it shall not draw on the LOC without Seller’s prior written consent and that Purchaser shall promptly draw against the LOC when requested by Seller to do so in writing.

a. Definitions.

i. For the purposes of this Agreement, the term “Permits” shall mean all permits, approvals, licenses, authorizations, and development entitlements of/from all Governmental Authority(ies), including Purchaser, Seller, the St. Johns River Water Management District and the Florida Department of Transportation, consents from all private parties with rights of consent or approval applicable to the School, and easements from persons from whom easements may be obtained, that are required or beneficial to own, improve, construct, develop, use, occupy, or operate the School Improvements in accordance with the Submission Plans (hereinafter defined) and/or revised Submission Plans, if applicable, including: (i) any required rezoning, land use designation changes, and/or comprehensive plan amendments; (ii) all subdivision, preliminary subdivision, and site plans; (iii) all applicable St. Johns River Water Management District and United States Army Corps of Engineers approvals, or determinations of no jurisdiction, as applicable; (iv) building permits; and (v) Approval by all Governmental Authority(ies) of final construction and engineering plans, including drainage and infrastructure plans, for the development and construction of the School Improvements, and completion thereafter of the pre-construction meetings required as part of the engineering and construction plan review process, allowing Purchaser to immediately cause the commencement of construction of the School Improvements after the Closing.

ii. For the purposes of this Agreement, the term “Governmental Authorities” shall mean Purchaser, Seller and any and all federal, state, county, municipal, or other governmental department or entity, or any authority, commission, board, bureau, court, community development district, or agency having jurisdiction over the School or any portion thereof, and whose approval is necessary or beneficial for the construction of the School Improvements, including without limitation, the United States Army Corps of Engineers, Orange County, Florida, Seller, Purchaser, the Florida Department of Environmental Protection, the Florida Department of Transportation, and the St. Johns River Water Management District.

iii. For the purposes of this Agreement, the terms “Approval” or “Approved” shall mean final approval by the applicable Governmental Authority(ies) and the expiration of all appeal periods for the same without an appeal being filed, with such matter being approved containing no terms, conditions, or provisions that are unsatisfactory or objectionable to Seller in its sole, exclusive and absolute discretion.

b. Review and Approval of Proposed Plans. Subject to other terms and conditions of this Agreement, the Purchaser shall, at no cost or expense to Seller, cause to be
prepared and provided to Seller complete engineering plans, specifications, and drawings for permitting and construction of the School Improvements as agreed upon in the Scope (the "Proposed Plans") no later than the expiration of the Inspection Period. As part of the design of the Access Point, Purchaser shall, at no cost or expense to Seller, cause to be taken any and all action reasonably necessary to amend, revise, or redesign the Lee Road Extension to provide the Access Point and to ensure the safe and efficient circulation of traffic for the operation of a public school upon the Seller's Retained Lands and the surrounding areas, including, without limitation, the assessment and determination of need for additional turn lanes or other improvements (the "Access Improvements") to accommodate the traffic needs of the educational facility and potential impact on the surrounding areas. Within fifteen (15) days following Seller's receipt of the Proposed Plans, Seller shall notify Purchaser and Developer of its approval or disapproval thereof, and, if disapproved, the specific reasons for such disapproval and the modifications deemed necessary by Seller in order for the Proposed Plans to be acceptable ("Disapproval Notice"). Purchaser and Developer hereby acknowledge that the design of the School Improvements will materially impact Seller, and that Seller shall have the right to review and approve or disapprove all aspects of the Proposed Plans in its sole, exclusive and absolute discretion. In the event Seller does not deliver a Disapproval Notice to Purchaser and Developer within said fifteen (15) day period, the Proposed Plans as submitted by Purchaser or on behalf of Purchaser shall be deemed approved. In the event Seller timely delivers a Disapproval Notice to Purchaser, Purchaser shall cause the Proposed Plans to be revised to address Seller's concerns or objections and have the same resubmitted to Seller within ten (10) days following Purchaser's receipt of Seller's Disapproval Notice, whereupon Seller shall have ten (10) days following the delivery of the revised Proposed Plans to review the same and notify Purchaser and Developer of its approval or to deliver to Purchaser and Developer another Disapproval Notice. In the event Seller does not deliver another Disapproval Notice to Purchaser and Developer within said ten (10) day period, the revised Proposed Plans shall be deemed approved. The parties shall continue the foregoing process until the Proposed Plans are approved by Seller (the Proposed Plans as approved by Seller are hereinafter referred to as the "Submission Plans"). Purchaser and Developer acknowledge that any approval by Seller pursuant to this paragraph with respect to the Proposed Plans shall not mean that the School Improvements proposed thereby comply with any applicable laws, regulations, rules, ordinances or statutes; moreover, the approval of Submission Plans by Seller shall not impose any liability or warranty obligation on Seller. The parties agree that Developer is ultimately responsible to design and timely compete the Cure Work in accordance with the terms and conditions of this Agreement.

c. Permits for Submission Plans. Immediately subsequent to obtaining Seller's approval of the Submission Plans, Purchaser shall submit or cause to be submitted, the Submissions Plans to the Governmental Authorities having jurisdiction thereof in order to obtain the Permits, and shall diligently and in good faith pursue, or cause to be diligently pursued, the Permits at no cost or expense to Seller. In the event any changes need to be made to the Submission Plans after submission of the same to Governmental Authorities, Purchaser shall cause the same to be revised and resubmitted to Seller for approval or disapproval and the parties shall undertake the same approval process as set forth in the immediately preceding paragraph until the revised Submission Plans are approved by Seller, which approval by Seller must be obtained prior to the submission of such revised Submission Plans for approval by any
Governmental Authorities.

Without limiting the generality of the foregoing, the Permits to be obtained by or on behalf of Purchaser include without limitation applicable permits from Seller’s Building Code Compliance Office (the “BCCO”), applicable permits from the Florida Department of Education, applicable permits from the St. Johns River Water Management District and applicable permits from the Florida Department of Transportation. For avoidance of doubt, review of the Submission Plans by the BCCO (and issuance of permits by the BCCO) is a process separate and in addition to the review and approval/disapproval of the Proposed Plans (and/or revised Submission Plans, if applicable) to be undertaken by Seller pursuant to Section 10(b) of this Agreement. If Purchaser performs, or causes to be performed, any Cure Work without obtaining, or contrary to, the Permits, Purchaser (through application of the Escrow Funds as hereafter defined) shall bear all costs arising therefrom. Developer shall pay, or cause to be paid, all applicable governmental charges and inspection fees necessary for the prosecution of the Cure Work. The parties agree that the Developer is the party ultimately responsible to design and timely complete the Cure Work timely and properly in accordance with the terms and conditions of this Agreement.

d. Cooperation. Developer and Seller shall, upon the reasonable request of Purchaser, at no cost or expense to Seller, join in all application and submissions, forms, or documents that shall be reasonably required by any Governmental Authority, to facilitate the processing of the Submission Plans and approval of the School Improvements and the Permits.

e. Construction. Promptly after obtaining the Permits, but in no event prior to Closing, Purchaser shall commence and diligently pursue or cause the commencement and diligent pursuit of the construction of the Cure Work to Completion. All Cure Work shall be constructed: (i) in conformity with the Submission Plans (or the revised Submission Plans, if applicable); (ii) in conformity with the Permits; (iii) in conformity with applicable laws; (iv) in a good and workmanlike manner; and (v) free and clear of all liens, claims and encumbrances. Notwithstanding the foregoing, in order to accommodate the parking needs for Seller’s Retained Land during the construction of the Cure Work, Completion of the Temporary Parking Improvements (as finally approved in the Submission Plans) shall occur prior to and as a condition precedent to the commencement of construction of any other aspect of the Cure Work.

f. Completion Dates. Purchaser, at no cost or expense to Seller or Purchaser, shall cause the Temporary Parking Improvements to be Completed by the latter of (a) September 1, 2015 or (b) that date which is forty-five (45) days after issuance of all approvals and permits from the BCCO (the “Temporary Completion Date”). Developer, at no cost or expense to Seller or Purchaser, shall cause the remainder of the Cure Work (other than the opening of the Access Point such that the Access Point may be lawfully used by the Seller and the public for vehicular and pedestrian access to and from the Temporary Parking Improvements and the Lee Road Extension) to be Completed (the “Completion Date”) by the latter of (a) December 31, 2015 or (b) that certain date which is one hundred twenty (120) days after the Temporary Completion Date. Developer, at no cost or expense to Seller or Purchaser, shall cause the Access Point to be opened such that the Access Point may be lawfully used by the Seller and the public for vehicular and pedestrian access to and from the Parking Improvements and the Lee Road.
Extension (the “Access Point Opening Date”) on or before March 1, 2016.

g. **Completion.** For the purposes of this Agreement, the terms “Complete”, “Completed”, or “Completion”, or words of similar import, shall be deemed to have occurred with regard to each applicable portion of the Cure Work only when: (i) all elements of such Cure Work have been constructed and installed by Purchaser, including without limitation the completion and satisfaction of material and non-material “punchlist” items; (ii) the as-built elevation of the Seller’s Retained Lands as to such Cure Work meet the requirements of the Submission Plans (or the revised Submission Plans, if applicable) and the Permits in all material respects; (iii) final approval of such Cure Work, including approval that such Cure Work may be lawfully used for its intended purposes, has been obtained from Purchaser and all other applicable Governmental Authorities, and final certificates of completion (or equivalent certificates) have been issued by Seller, Purchaser, and all other applicable Governmental Authorities (collectively, the “Certificates”); (iv) the Utility Improvements included in such Cure Work have been approved by the applicable utility provider(s) and either: (x) the Utility Improvements (within the Property and/or within other lands of Developer) included in such Cure Work have been dedicated as utilities to the appropriate governmental entity(ies) and/or service provider(s), or (y) Purchaser and/or Developer have granted Seller and the appropriate governmental entity(ies) and/or service provider(s) appropriate easements over the Utility Improvements included in such Cure Work permitting use of all Utility Improvements (within the Property and/or within other lands of Purchaser and Developer) for the operation a public school upon Seller’s Retained Lands; (v) Purchaser has delivered to Seller one or more letters signed by Developer’s engineer of record for the Cure Work (or portion thereof) (the “Completion Notice”), enclosing the applicable Certificates, and wherein Purchaser’s engineer certifies to Seller that each of (i), (ii), (iii), and (iv) set forth above in this paragraph, as applicable, have occurred and that all elements of such Cure Work have been have been Completed in accordance with the requirements of applicable law, in accordance with the Permits, and in accordance with the Submission Plans (or the revised Submission Plans, if applicable); and (vi) all Deficiencies (hereinafter defined) have been cured to Seller’s satisfaction in Seller’s sole, exclusive and absolute discretion.

h. **Verification of Completion.** Seller shall have a period of thirty (30) days from the date of its receipt of a Completion Notice (the “Verification Period”) within which to determine, in Seller’s sole discretion, whether or not the applicable portion of the Cure Work which is the subject of the Completion Notice has been Completed and whether Seller’s Retained Lands, as improved by such Cure Work, are in a condition acceptable to Seller in its sole discretion. In the event Seller shall determine that such Cure Work has not been Completed and/or that Seller’s Retained Lands, as improved by the Cure Work, are not in a condition acceptable to Seller, Seller shall provide a written notice to Purchaser and Developer of the deficiencies in such Cure Work (the “Deficiencies”), in which case Purchaser shall have ten (10) days to cause said Deficiencies to be cured and provide written notice to Seller that such Deficiencies have been cured. Upon the receipt of any such notice from Purchaser, Seller shall have five (5) business days to provide a written notice to Purchaser and Developer that such Deficiencies have not been cured, in which case Purchaser shall have ten (10) days to cause the outstanding Deficiencies to be cured and provide written notice to Seller that the outstanding Deficiencies have been cured. The foregoing process shall be repeated until all Deficiencies have
been cured to Seller’s satisfaction in Seller’s sole, absolute and exclusive discretion. At such time as Seller either: (i) notifies Purchaser and Developer that there are no Deficiencies (or that all Deficiencies have been cured), or (ii) fails to provide a notice of Deficiencies to Purchaser and Developer within the time periods established by this paragraph; then “Completion” shall be deemed to have occurred.

i. Payment of Liquidated Damages for Failure to Timely Complete the Cure Work: It is mutually agreed by and between the parties hereto that time shall be an essential part of this Agreement and that if Purchaser fails to cause any or each of the Temporary Parking Improvements to be Completed by the Temporary Completion Date, the Cure Work (other than the opening of the Access Point such that the Access Point may be lawfully used by the Seller and the public for vehicular and pedestrian access to and from the Temporary Parking Improvements and the Lee Road Extension) to be Completed by the Completion Date, or the Access Point to be opened for vehicular and pedestrian access to and from the Temporary Parking Improvements and the Lee Road Extension by the Access Point Opening Date, Seller shall be damaged thereby; and because the amount of said damages to Seller in its efforts to operate a public school upon Seller’s Retained Lands is difficult if not impossible to definitely ascertain and prove, it is hereby agreed that for such period of time after (i) the Temporary Completion Date the Temporary Parking Improvements are not Completed, (ii) the Completion Date the Cure Work (other than the opening of the Access Point such that the Access Point may be lawfully used by the Seller and the public for vehicular and pedestrian access to and from the Temporary Parking Improvements and the Lee Road Extension) is not Completed, or (iii) the Access Point Opening Date the Access Point is not opened such that the Access Point may be lawfully used by the Seller and the public for vehicular and pedestrian access to and from the Temporary Parking Improvements and the Lee Road Extension, in each such instance the amount of such damages shall be ONE THOUSAND DOLLARS ($1,000.00) per day for the first thirty (30) days, THREE THOUSAND DOLLARS ($3,000.00) per day for the next thirty (30) days and thereafter FIVE THOUSAND DOLLARS ($5,000.00) per day until such time as the Temporary Parking Improvements are Complete, the Cure Work (other than the opening of the Access Point for vehicular and pedestrian access to and from the Temporary Parking Improvements and the Lee Road Extension) is Complete, or the Access Point is opened for vehicular and pedestrian access to and from the Temporary Parking Improvements and the Lee Road Extension, as the case may be, and Purchaser and Developer hereby agree that said sum may be deducted from monies otherwise due and payable to Purchaser under the Escrow Agreement (hereinafter defined); provided, however, that Purchaser’s liability under this paragraph shall in no event be construed as being limited to the amount of the Escrowed Funds (as defined below), as the case may be, and if the Escrowed Funds and the LOC to be provided and funded by Developer pursuant to this Section 10 and that certain Indemnity Agreement Regarding Whole Foods Development and Lee Road Extension dated on even date herewith and entered into by and between the Purchaser and Developer (the “Indemnity Agreement”). If the Escrowed Funds and/or the LOC are not available to be drawn upon, said Damages or are insufficient to pay the liquidated damages claimed by Seller, then such liquidated damages shall be paid directly by Developer to the Seller without any cap on the Developer’s liability for liquidated damages, and Purchaser and Developer further agree that said sum is not a penalty but reasonable compensation for the damages incurred by Seller. Notwithstanding any other provision, the parties agree that in no event shall the City
of Winter Park Purchaser be liable as Purchaser (or otherwise) to pay Liquidated Damages in any amount in excess of said Escrowed Funds plus the LOC provided by Purchaser and paid for by Developer in the amount of Five Hundred Thousand Dollars ($500,000.00), pursuant to its acknowledgement and agree that Seller is and shall be a direct or third party beneficiary of the indemnity agreement.

j. Guaranty of Purchaser’s Post-Closing Performance. Seller and Purchaser shall enter into an unrecorded agreement at Closing which shall (i) identify both the Cure Work to be Completed by Purchaser after the Closing and an estimate of the cost to Complete such work, (ii) require Purchaser to place into an escrow account with Escrow Agent, in addition to the Purchase Price to be paid to Seller, a sum equal to one hundred twenty five percent (125%) of the estimated cost of the Cure Work (to be agreed upon by Purchaser and Seller prior to expiration of the Inspection Period) (the “Escrowed Funds”), and (iii) authorize and direct Escrow Agent to hold such funds until Completion of the Cure Work (“Escrow Agreement”). The Escrowed Funds will be paid into escrow by Developer, on behalf of the Purchaser. The amount of the Escrowed Funds and the Escrow Agreement shall be drafted and approved in writing by Seller, Purchaser and Developer during the Inspection Period. If Seller, Purchaser and Developer do not agree upon the amount of Escrowed Funds and the form of Escrow Agreement prior to expiration of the Inspection Period, then either Seller, Purchaser or Developer may, by written notice to all other parties, terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein. Notwithstanding the foregoing, Developer may provide an irrevocable Letter of Credit, issued from a Florida bank acceptable to Seller in Seller’s sole, exclusive and absolute discretion and approved in form and content by Seller, in Seller’s sole, absolute and exclusive discretion, equal to the Escrowed Funds required (the “Letter of Credit”), in lieu of cash for the Escrowed Funds.

k. Self-Help. In the event Purchaser does not cause the Completion of Temporary Parking Improvements, Completion of the Cure Work (other than the opening of the Access Point for vehicular and pedestrian access to and from the Temporary Parking Improvements and the Lee Road Extension), or the opening of the Access Point for vehicular and pedestrian access to and from the Temporary Parking Improvements and the Lee Road Extension by the Access Point Opening Date by the applicable completion dates set forth in Section 10(f) above, then, in each such instance, Seller shall be entitled, in addition to all other remedies available at law or in equity or otherwise set forth in this Agreement (including without limitation the liquidated damages provisions of Section 10(i)), to Complete such work itself, and all costs and expenses incurred by Seller in completing such work (including, without limitation, attorneys’ fees, mobilization costs, and all other costs incurred as a result of the failure to timely Complete such work) plus ten percent (10%) for administrative costs, shall, at the election of Seller and upon written demand by Seller therefore, be paid to Seller by Escrow Agent from the Escrowed Funds. Purchaser covenants and agrees to cooperate with Seller, and to cause its contractors and engineers to cooperate with Seller, in connection with Seller’s exercise of the remedy set forth in this paragraph, and to: (i) assign to Seller, as necessary, Purchaser’s rights under those Permits that may necessary for Seller to Complete such Cure Work itself; and (ii) grant to Seller such easements over, under, on, upon, through, and across, and/or to grant to Seller such permits, licenses, and/or other authorizations of Purchaser (including without
limitation right-of-way use permits, if applicable) to use, the Property (and such other lands of Developer, if necessary) as may necessary for Seller to Complete such Cure Work itself. Developer covenants and agrees to cooperate with Seller in connection with Seller’s exercise of the remedy set forth in this paragraph and to grant to Seller such easements over, under, on, upon, through, and across lands of Developer as may be necessary for Seller to Complete such Cure Work itself. To the extent the Escrowed Funds, as the case may be, are not sufficient to fund such Self-Help, Developer shall pay any shortfall to Purchaser who shall forward same promptly to Seller.

1. **Access to Seller’s Retained Lands and the Premises.**

   i. **Notice.** Purchaser shall, prior to causing the commencement of any construction of the Cure Work within Seller’s Retained Lands and the Premises, provide three (3) weeks advanced notice to: (1) Seller’s Department of Facilities and Environmental Services and furnish such department with a description of the proposed work; and (2) the principal (or senior director, as applicable) of the public school on Seller’s Retained Lands.

   ii. **Access Restrictions.** All entries upon Seller’s Retained Lands and the Premises by Purchaser, and its successors, employees, contractors, subcontractors, consultants, and agents shall be shall be coordinated in advance of entry with the then current principal (or senior director, as applicable) of the school on Seller’s Retained Lands or other appropriate School Board representative designated by Seller to ensure that said entries are in compliance with all applicable laws, including the Jessica Lunsford Act (and all rules or regulations implemented by Seller in order to comply with the Jessica Lunsford Act). Further, Purchaser shall be prohibited from performing any work within Seller’s Retained Lands and the Premises during FCAT (or other standardized assessment testing, as adopted by Seller from time to time) testing dates as determined by Seller in its sole discretion.

   iii. **Construction.** In accessing the Seller’s Retained Lands and the Premises to construct the Cure Work, Purchaser shall direct its employees, contractors, subcontractors, consultants and agents to undertake all work within Seller’s Retained Lands and the Premises in a safe and prudent manner, and in such manner that the normal, orderly construction and operation of the public school on Seller’s Retained Lands is not unreasonably disturbed. Purchaser, its successors, employees, contractors, subcontractors, laborers, consultants, agents, licensees, guests and invitees shall not make any use of the Seller’s Retained Lands or the Premises which is or would be a nuisance or unreasonably detrimental to the use or operation of the public school on Seller’s Retained Lands, or that would weaken, diminish, or impair the lateral or subjacent support of any improvement located on the Seller’s Retained Lands. Purchaser through Developer shall comply with Seller’s policies and procedures that are applicable to Purchaser’s activities as to the Cure Work.

   iv. **Insurance of and Indemnification by Purchaser.** Purchaser and/or its agents, contractors, subcontractors and consultants shall access the Seller’s Retained Lands and the Premises to construct the Cure Work at their own risk and expense. Until Completion of the Cure Work, Purchaser shall maintain or cause to be maintained insurance in compliance with the limits provided in Section 768.28 ($200,000/$300,000), Florida Statutes. Upon request by
Seller, Purchaser shall furnish evidence of such insurance to Seller. To the extent allowed by law, for actions arising from or connected in any way with the Cure Work, including, but not limited to, any acts or omissions which result in a breach or constitute a default under the Temporary Construction Easement (hereinafter defined) Purchaser will indemnify, defend, save, and hold harmless Seller, its successors, and its and their board, staff, counsel, trustees, employees, and/or other agents from and against any and all liabilities, damages, claims, penalties, fines, costs or expenses whatsoever (including reasonable attorneys’ fees and court costs at trial and all appellate levels including any administrative proceedings and any appeals therefrom) to the extent provided in Section 768.28 ($200,000/$300,000), Florida Statutes, as same may be amended from time to time. The terms of this indemnification shall survive any termination of or Closing under this Agreement. Nothing herein shall be construed as a waiver of Purchaser’s sovereign immunity or the limits of liability referenced therein, beyond that provided under Section 768.28, Florida Statutes, as same may be amended from time to time. Nothing herein shall inure to the benefit of any third party to allow a claim otherwise barred by sovereign immunity or other operation of law.

v. Insurance of Purchaser’s Agents. Until Completion of the Cure Work, Purchaser shall cause any and all of Purchaser’s contractors, subcontractors, consultants and agents entering upon the Seller’s Retained Lands and the Premises or otherwise performing work or services on behalf of Purchaser in connection with the Cure Work to procure and maintain, such insurance and insurance policies and coverages to afford protection to Seller against any and all claims for personal injury, death or property damage occurring in, upon, adjacent to, or connected with the Seller’s Retained Lands and the Premises in connection with the Cure Work hereunder. Each such general liability insurance policy shall be from a company satisfactory to Seller, with minimum limits of not less than $2,000,000.00, with an umbrella policy of $1,000,000.00 (per occurrence), or such greater amounts as reasonably required by Seller from time to time. Each such person shall also maintain comprehensive automobile liability insurance with limits of not less than $1,000,000.00, with an umbrella policy of $1,000,000.00 (per occurrence). Copies of each such insurance policy from Purchaser’s contractors, subcontractors, consultants, and agents and certificates of insurance therefor, shall be provided to Seller prior to entry upon Seller’s Retained Lands and the Premises by Purchaser’s contractors, subcontractors, consultants, and agents in connection with the Cure Work. The name of the project for which the Cure Work is to be installed and the type and amount of coverage provided shall be clearly stated on the face of each certificate of insurance. The insurance coverage shall name Seller as additional insured and shall contain a provision which forbids any cancellation, changes or material alteration, or renewals of coverage without providing thirty (30) days written notice to Seller. Purchaser’s contractors, subcontractors, consultants, and agents will name Purchaser as an additional insured in its insurance policies described in this paragraph. For actions arising from or connected in any way with the Cure Work, including, but not limited to, any acts or omissions which result in a breach or constitute a default under the Temporary Construction Easement, Purchaser’s contractors, subcontractors, consultants and agents will indemnify, defend, save, and hold harmless Seller, its successors, and its and their board, staff, counsel, trustees, employees, and/or other agents from and against any and all liabilities, damages, claims, penalties, fines, costs or expenses whatsoever (including reasonable attorneys’ fees and court costs at trial and all appellate levels including any administrative proceedings and any appeals therefrom). The terms of this indemnification shall
survive any termination of or Closing under this Agreement. Notwithstanding the foregoing, all insurance requirements may be satisfied by Developer satisfying said requirements as the parties agree it is the Developer who is ultimately responsible to design and timely and appropriately complete the Cure Work in accordance with the terms and conditions of this Agreement, provided, however, in such event Seller shall be a named insured.

m. Temporary Construction Easement. As part of Closing, Seller and Purchaser shall enter into a temporary construction easement in form and substance acceptable to each of Seller and Purchaser in their sole discretion (the “Temporary Construction Easement”) over such portions of the Seller’s Retained Lands and the Premises as is reasonably necessary for performance of the Cure Work; provided, however, the Temporary Construction Easement shall: (i) contain provisions identical or substantially similar to those set forth in Section 10(l); (ii) shall contain other usual and customary provisions for instruments of a similar nature; and (iii) in no event may the Temporary Construction Easement, or the exercise of rights granted to Purchaser, its contractors, subcontractors, consultants or agents therein, materially interfere with Seller’s use or enjoyment of the Seller’s Retained Lands and the Premises, including without limitation the ability to maintain safe, efficient, and legal operations of the public school upon the Seller’s Retained Lands during the time that the Temporary Construction Easement is in effect and the Cure Work is being constructed. The Temporary Construction Easement shall be drafted and approved in writing by Seller and Purchaser during the Inspection Period. If Seller and Purchaser do not agree upon a form of Temporary Construction Easement prior to expiration of the Inspection Period, then either Seller or Purchaser may, by written notice to all other parties, terminate this Agreement at any time thereafter until Seller and Purchaser have agreed upon a form of Temporary Construction Easement; upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

n. Drainage Easement. As part of Closing, Seller and Purchaser and (and Developer, if applicable) shall enter into a permanent drainage easement in form and substance acceptable to each of Seller and Purchaser (and Developer, if applicable) in their sole discretion (the “Drainage Easement”) over the elements of the Drainage Improvements outside of the boundaries of Seller’s Retained Lands (the “Off-Site Drainage Improvements”), including without limitation over the Pond and over such other portions of the Property, and such other lands of Purchaser and Developer, if applicable, as is reasonably required by Seller to own, improve, construct, use, occupy, operate, or develop the public school upon Seller’s Retained Lands; provided, however, the Drainage Easement shall: (i) always provide for the outfall, retention, and detention of stormwater from the Seller’s Retained Lands through and within the Off-Site Drainage Improvements in accordance with the Submission Plans and the Permits, including, without limitation, permits issued by the St. Johns River Water Management District; (ii) require Purchaser to own, operate and maintain the Off-Site Drainage Improvements in accordance with the Submission Plans and the Permits, including, without limitation, permits issued by the St. Johns River Water Management District; (iii) provide for Purchaser’s maintenance of the Off-Site Drainage Improvements at Purchaser’s sole expense; (iv) provide a self-help remedy to Seller in the event that Purchaser shall default in Purchaser’s maintenance of the Off-Site Drainage Improvements; and (v) shall contain other usual and customary provisions for instruments of a similar nature. The Drainage Easement shall be drafted and approved in
writing by Seller and Purchaser (and Developer, if applicable) during the Inspection Period. If Seller and Purchaser and Developer do not agree upon a form of Drainage Easement prior to expiration of the Inspection Period, then either Seller or Purchaser may, by written notice to all other parties, terminate this Agreement at any time thereafter until Seller and Purchaser (and Developer, if applicable) have agreed upon a form of Drainage Easement; upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein. The Drainage Easement shall be recorded in the Public Records of Orange County, Florida, as part of Closing, immediately following the recordation of the Deed.

10. **As-Built Survey.** Within forty-five (45) days after the Completion Date, Purchaser shall, through Developer, and at Developer’s sole cost and expense, deliver to Seller an “as-built” survey of the School prepared by Lochrane Consulting, Engineers and Surveyors or another registered land surveyor satisfactory to Seller in Seller’s sole, exclusive and absolute discretion showing the location of all improvements on the School with relation to the boundary lines thereof, all easements thereon, and all setback restrictions applicable thereto and stating that such location is in compliance with all setback and other applicable restrictions.

11. **Warranties and Representations.**

   a. **Of Seller.** To induce Purchaser and Developer to enter into this Agreement, Seller, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is material and is being relied upon by Purchaser and Developer and shall survive Closing hereunder:

   i. That Seller has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Seller hereunder.

   ii. That, to the best of Seller’s actual knowledge without investigation or inquiry, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Seller.

   iii. That Seller owns fee simple marketable record title to the Property, which title is, to the best of Seller’s actual knowledge without investigation or inquiry, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances other than those recorded in the public records of Orange County, Florida, or otherwise set forth in the Title Commitment, and there are no tenancy, rental or other occupancy agreements affecting the Property.

   iv. That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.
v. That in the event that changes occur as to any of the foregoing representations and warranties of Seller, or in any other part of this Agreement, of which Seller has knowledge, Seller will immediately disclose same to Purchaser and Developer when first available to Seller.

b. Of Purchaser. To induce Seller and Developer to enter into this Agreement, Purchaser, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is material and is being relied upon by Seller and Developer and shall survive Closing hereunder:

i. That Purchaser has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder.

ii. That, to the best of Purchaser's actual knowledge without investigation or inquiry, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Purchaser of any provision of any agreement or other instrument to which Purchaser is a party or to which Purchaser may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Purchaser.

iii. That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

iv. That in the event that changes occur as to any of the foregoing representations and warranties of Purchaser, or in any other part of this Agreement, of which Purchaser has knowledge, Purchaser will immediately disclose same to Seller and Developer when first available to Purchaser.

c. Of Developer. To induce Purchaser and Seller to enter into this Agreement, Developer, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is material and is being relied upon by Purchaser and Seller and shall survive Closing hereunder:

i. That Developer has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Developer hereunder.

ii. That the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Developer of any provision of any agreement or other instrument to which Developer is a party or to which Developer may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Developer.

iii. That Developer is duly organized, validly existing and in good
standing under the laws of the State of Florida.

iv. That this Agreement constitutes a valid and binding obligation of Developer and is enforceable against Developer in accordance with its terms.

v. That the person signing below on behalf of Developer represents and warrants that he or she is duly authorized to execute this Agreement and to bind Developer to the terms hereof, and that the execution and delivery of all instruments and documents required hereunder to be obtained or authorized by Developer in order to consummate this transaction have been or will be obtained and authorized as so required.

vi. That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

vii. That in the event that changes occur as to any of the foregoing representations and warranties of Developer, or in any other part of this Agreement, of which Developer has knowledge, Developer will immediately disclose same to Purchaser and Seller when first available to Developer.

12. **Affirmative Covenants.** In addition to the other covenants and undertakings set forth herein, Purchaser and Developer each make the following affirmative covenants, each of which shall survive Closing hereunder:

a. Purchaser and Developer shall take such other actions and perform such other obligations as are required or contemplated hereunder including, without limitation, all obligations pertaining to satisfaction of any contingencies of this Agreement or conditions precedent to performance by Purchaser and/or Developer of their obligations hereunder and/or the Cure Work.

b. Neither Purchaser nor Developer shall permit on any property or lands owned by Purchaser or Developer, the location of overhead utility transmission lines, gas transmission lines, waste water or treatment plants/facilities, landfills, borrow pits or any other potentially hazardous or offensive use adjacent to the Seller’s Retained Lands.

c. Construction of the Cure Work shall be Completed by Purchaser through Developer by the Completion Date. Developer shall cause Purchaser to Complete construction of the Cure Work by the Completion Date.

d. The Property shall only be used for public right-of-way and related purposes, such as stormwater drainage and retention. Purchaser and Developer acknowledge and agree that with respect to such related purposes, such purposes shall not conflict with or interfere with the use and operation of the Seller’s Retained Lands and the school located thereon.

e. Construction of the Lee Road Extension shall be completed in accordance with the Project Approvals by Developer on or before March 1, 2016 (the “Road Completion Date”). Purchaser shall take all steps reasonably and lawfully available to it to ensure the
Developer completes construction of the Lee Road Extension on or before the Road Completion Date. For purposes of this Agreement, construction of the Lee Road Extension shall be deemed to be "completed" only when: (i) the entirety of Lee Road Extension has received final approval from the City of Winter Park and all other applicable Governmental Authorities, and final certificates of completion (or equivalent certificates) have been issued by the City of Winter Park and all other applicable Governmental Authorities; (ii) the entirety of Lee Road Extension has been accepted for maintenance by the City of Winter Park (or the applicable Governmental Authority) to maintain the same; and (iii) the entirety of Lee Road Extension may be lawfully used for its intended purposes and has been opened to the public as a public right-of-way for ingress, egress, access, and passage by pedestrian and vehicular traffic.

13. **Defaults.**

   a. **Pre-Closing Defaults of Seller.** In the event, prior to Closing, Seller breaches any warranty or representation contained in this Agreement, or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Seller under the terms and provisions of this Agreement, each of Purchaser and Developer, in Purchaser’s and/or Developer’s sole discretion, shall be entitled to, as Purchaser’s and/or Developer’s sole and exclusive remedy, to elect either to: (i) enforce specific performance of this Agreement against Seller; or (ii) terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

   Developer and Purchaser acknowledge and agree that Seller was materially induced to enter into this Agreement in reliance upon Developer’s and Purchaser’s agreements to accept the limitation on remedies set forth herein and that Seller would not have entered into this Agreement but for the other parties’ agreements to so limit remedies.

   b. **Pre-Closing Defaults of Purchaser.** In the event, prior to Closing, Purchaser breaches any warranty or representation contained in this Agreement, or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Purchaser under the terms and provisions of this Agreement:

   i. Developer’s sole and exclusive remedy for any such default shall be at Developer’s election, and in Developer’s sole discretion, to terminate this Agreement, whereupon Seller shall become entitled to the liquidated damages set forth in clause (ii) of this subsection, and thereafter this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

   ii. Seller’s sole and exclusive remedy for any such default shall be to receive the sum of Two Hundred Fifty-Eight Thousand and No/100 Dollars ($258,000.00) as full liquidated damages from Developer, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever, except as otherwise provided herein. Purchaser and Seller acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by Seller as a result of
any default by Purchaser and agree that such liquidated damages are a reasonable estimate of such damages. Notwithstanding anything in this Agreement to the contrary, the limitations on Seller’s remedies set forth in this clause do not apply to any obligation of Purchaser, set forth elsewhere in this Agreement, to indemnify Seller; for avoidance of doubt, such obligations of Purchaser, set forth elsewhere in this Agreement, to indemnify Seller may be enforced by Seller by all remedies that may be available to Seller at law or in equity.

c. **Pre-Closing Defaults of Developer.** In the event, prior to Closing, Developer breaches any warranty or representation contained in this Agreement, or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Developer under the terms and provisions of this Agreement:

i. Purchaser’s sole and exclusive remedy for any such default shall be, at Purchaser’s election, and in Purchaser’s sole discretion, to terminate this Agreement, whereupon Seller shall become entitled to the liquidated damages set forth in clause (ii) of this subsection, and thereafter this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

ii. Seller’s sole and exclusive remedy for any such default shall be to receive the sum of Two Hundred Fifty-Eight Thousand and No/100 Dollars ($258,000.00) as full liquidated damages from Developer, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever, except as otherwise provided herein. Developer and Seller acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by Seller as a result of any default by Developer and agree that such liquidated damages are a reasonable estimate of such damages. Notwithstanding anything in this Agreement to the contrary, the limitations on Seller’s remedies set forth in this clause do not apply to any obligation of Developer, set forth elsewhere in this Agreement, to indemnify Seller; for avoidance of doubt, such obligations of Developer, set forth elsewhere in this Agreement, to indemnify Seller may be enforced by Seller by all remedies that may be available to Seller at law or in equity.

d. **Post-Termination/Post-Closing Defaults.** Notwithstanding anything in this Section 13 to the contrary, with respect to a default by any party of any of its obligations under this Agreement that survive Closing and/or termination of this Agreement, the non-defaulting party(ies) may pursue all remedies that may be available to the non-defaulting party(ies), at law or in equity; provided, however, in no event shall a party be liable for consequential, punitive, exemplary, indirect, or speculative damages.

e. **Grace Period.** In the event any party breaches any warranty or representation of such party contained in this Agreement, or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by such party under the terms and provisions of this Agreement, prior to the exercise of the rights hereinafter provided to the non-breaching party(ies), the breaching party(ies) shall be entitled to written notice of the specific default, breach, or other problem and to ten (10) days after the receipt of that written notice in which to cure said default, breach, or other problem,
except that no notice shall be required as to a failure to timely close the transaction contemplated hereby. If such default, breach, or other problem is not corrected within the applicable period, then an event of default shall have occurred and the parties shall be entitled to the rights and remedies herein set forth.

14. **Possession of Property.** Seller shall deliver to Purchaser full and exclusive possession of the Property on the Closing Date.

15. **Condemnation.** In the event the Property or any portion or portions thereof shall be taken or condemned or be the subject of a bona fide threat of condemnation by any governmental authority or entity, other than Purchaser, prior to the Closing Date, Purchaser and Developer shall each have the option of terminating this Agreement by giving written notice thereof to all other parties, whereupon this Agreement and all rights and obligations created hereunder shall be null and void and of no further force or effect, except as otherwise provided herein. In the event that neither Purchaser nor Developer terminate the Agreement pursuant to the power granted in the preceding sentence, then Seller shall convey the remaining portion or portions of the Property to Purchaser pursuant to the terms and provisions hereof and to transfer and assign to Purchaser at the Closing all of the right, title and interest of Seller in and to any award made or to be made by reason of such condemnation. The parties hereby further agree that Purchaser and Developer shall have the right to participate in all negotiations with any such governmental authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such governmental authority or other entity.

16. **Broker.**

   a. Seller hereby represents and warrants to Purchaser and Developer that Seller has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. To the extent allows by law, Seller hereby indemnifies Purchaser and Developer and agrees to hold Purchaser and Developer free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys’ and paralegals’ fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, which Purchaser and/or Developer shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Seller, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby.

   b. Purchaser hereby represents and warrants to Seller and Developer that Purchaser has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Developer hereby represents and warrants to Purchaser and Seller that Developer has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. To the extent allowed by law, Purchaser hereby indemnifies Seller and Developer and agrees to hold Seller and Developer free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys’ and paralegals’ fees and costs, whether suit be brought or not, and whether at trial, both prior to and
on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, which Seller and/or Developer shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Purchaser, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby.

c. Developer hereby indemnifies Purchaser and Seller and agrees to hold Purchaser and Seller free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, which Purchaser and/or Seller shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Developer, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby.

17. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., telexcom device), three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

Seller: The School Board of Orange County, Florida
Attn: Superintendent
445 West Amelia St.
Orlando, FL 32801
Telephone: (407) 317-3202
Telecopy: (407) 317-3401

Copy to: The School Board of Orange County, Florida
Attn: Harold Jenkins
6501 Magic Way
Building 100A
Orlando, FL 32809
Telephone: (407) 317-3700 (ext. 202)
Telecopy: (407) 317-3792

and
The School Board of Orange County, Florida  
Attn: Eileen D. Fernandez, Esq.  
445 West Amelia St.  
Orlando, FL 32801  
Telephone: (407) 317-3200 (ext. 2002945)  
Telecopy: (407) 317-3341 (Direct)

and

Shutts & Bowen LLP  
Attn: Juli S. James, Esq.  
300 S. Orange Ave.  
Suite 1000  
Orlando, FL 32801  
Telephone: (407) 835-6774  
Telecopy: (407) 425-8316

Purchaser:  
The City of Winter Park Florida  
Attn: Randy Knight, City Manager  
401 Park Avenue South  
Winter Park, FL 32789  
Telephone: (407) 599-3235  
Telecopy: (407) 599-3436

Copy to:  
Larry Brown, Esq.  
Brown, Garganese, Weiss & D’Agresta, P.A.  
111 N. Orange Ave., Ste. 2000  
Orlando, FL 32801  
Telephone: (407) 425-9566 Telecopy: (407) 425-9596

Developer:  
UP Fieldgate US Investments – Winter Park, LLC  
Attn: Scott Fish  
3201 East Colonial Drive  
Orlando, Florida 32803  
Telephone: (407) 896-1956  
Telecopy: (407) 894-8381

Copy to:  
Johnson Real Estate Law, PA  
Attn: Paul Johnson, Jr., Esq.  
3660 Maguire Blvd.  
Suite 102  
Orlando, FL 32803  
Telephone: (407) 745-0019  
Telecopy: (407) 278-4208
or to such other address as any party hereto shall from time to time designate to the other parties by notice in writing as herein provided. The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

18. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party’s right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by all of the parties hereto. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, and successors. Neither this Agreement, nor any right or obligation of any party arising under this Agreement, may be assigned or delegated without the written consent of all parties. Time is of the essence of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or holiday, such time for performance shall be extended to the next business day. For purposes of this Agreement, “holiday” shall mean federal holidays as defined in 5 U.S.C. 6103. The last day of any period of time described herein shall be deemed to end at 6:00 p.m. local time in Orange County, Florida. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. The parties do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closing. This Agreement shall be interpreted under the laws of the State of Florida. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a third-party beneficiary or otherwise. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

19. **Survival of Provisions.** All covenants, representations and warranties set forth in
this Agreement, and/or any other provisions of this Agreement, which are expressly stated herein to survive the Closing, and/or to survive the termination of this Agreement, shall survive the Closing, and/or shall survive the termination of this Agreement, indefinitely unless otherwise specified herein.

20. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

21. **Attorneys’ Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising therefrom, the prevailing party(ies) shall be entitled to recover its(their) reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal.

22. **Effective Date.** When used herein, the term “Effective Date” or the phrase “the date hereof” or “the date of this Agreement” shall mean the last date that any of Purchaser, Seller, or Developer execute this Agreement.

23. **Prior “Right of Entry” Agreements.** Notwithstanding any term or provision of this Agreement to the contrary, nothing herein shall alter, impact, amend, or waive any term or provision of either (i) that certain “Right of Entry Agreement” between Seller and Developer dated August 6, 2014, (ii) that certain “Right of Entry Agreement” between Seller and Developer dated August 29, 2014, or that certain “Right of Entry Agreement” between Seller and Developer dated March 4, 2015, including without limitation the provisions of such agreements providing that the provisions of Sections 3 and 5 of each such agreement survive any termination or expiration of such agreements.

24. **No Sovereign Immunity Waiver.** Nothing herein shall be construed as a waiver of Purchaser’s or Seller’s sovereign immunity provided under Section 768.28, Florida Statutes, as same may be amended from time to time. The terms of this section shall survive Closing and/or any termination of this Agreement.

25. **Storage Area Lease.** As material inducement for Seller entering into this Agreement, Purchaser does hereby agree to surrender and deliver possession of that certain property located adjacent to Seller’s Retained Lands and currently utilized by the Purchaser as a storage yard (the “Premises”) pursuant to that certain Lease Agreement dated January 4, 2015 and entered into by and between the Seller, as landlord, and the Purchaser, as tenant (the “Storage Area Lease”) within five (5) days after expiration of the Inspection Period and as condition precedent to Seller’s obligation to convey the Property to Purchaser. Purchaser shall deliver possession of the Premises to Seller within five (5) days after expiration of the Inspection
Period in as good condition and state of repair as existed on the “Commencement Date” as defined in the Storage Area Lease. Seller’s acceptance of possession of the Premises shall be had without waiving any rights Seller may have under the Lease.

26. **No Recording.** Neither this Agreement nor any memorandum thereof shall be recorded and any attempted recordation hereof shall be void and constitute a default hereunder.

27. **Force Majeure.** Seller, Purchaser and/or Developer shall be excused for the period of any delay and no party shall be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Agreement to be performed by any party if any failure of performance shall be primarily due to any strike, lockout, civil commotion, war, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service for reasons other than the cost of such material or service, Act of God, or weather conditions abnormal for the period of time, which are beyond the reasonable control of such party (each, a “*Force Majeure Event*”). The time for performance by such party shall be extended by the period of delay resulting from or due to any of said Force Majeure Event; provided that: (a) the party which is unable to perform due to the Force Majeure Event promptly notifies the other parties of the Force Majeure Event and its anticipated effect on the time for completing the subject obligation, and (b) the party which is unable to perform due to the Force Majeure Event shall use commercially reasonable efforts to overcome or mitigate the effects of the Force Majeure Event. Notwithstanding the foregoing, a Force Majeure Event shall not include (i) Purchaser’s or Developer’s financial inability to perform any obligation under this Agreement, (ii) failure to apply for a required permit or approval or to provide in a timely manner all information required to obtain a required permit or approval that is necessary to meet the requirements of this Agreement, or (iii) the inability to obtain labor, supplies or equipment or pay monies due and owing. Further, for purposes of this Section, the term “Abnormal for the period of time” shall mean rain or bad weather in excess of the ten (10) year average for that specific period of time (from its commencement to its conclusion), as compared with the historical data for that same period) as published by the National Oceanic and Atmospheric Administration, Ashville, North Carolina, for Metropolitan Orlando, Florida, Reporting Station.

[signature pages and exhibits follow]
IN WITNESS WHEREOF, Seller, Purchaser, and Developer have caused this Agreement to be executed as of the dates set forth below.

“SELLER”

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body organized and existing under the Constitution and the laws of the State of Florida

WITNESSES:

______________________________
Print Name:____________________

______________________________
Print Name:____________________

By:____________________________
Name: William E. Sublette
Title: Chairman
Dated:__________________________

STATE OF FLORIDA
) s.s.: 
COUNTY OF ORANGE
) s.s.: 

The foregoing instrument was acknowledged before me this ___ day of ___________, 2015, by William E. Sublette, as Chairman of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board. He is personally known to me or has produced ___________________________ (type of identification) as identification.

______________________________
Notary Public

Print or Type Name
Serial Number:
My Commission Expires:
WITNESSES:

______________________________
Print Name:____________________

______________________________
Print Name:____________________

Attest:__________________________
Barbara M. Jenkins, as its
Secretary and Superintendent

Dated:__________________________

STATE OF FLORIDA)
 s.s.:)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ___ day of __________, 2015, by Barbara M. Jenkins as Secretary and Superintendent of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board. She is personally known to me or has produced ___________________________ (type of identification) as identification.

______________________________
Notary Public

______________________________
Print or Type Name
Serial Number:
My Commission Expires:
Reviewed and approved by Orange County Public School’s Chief Facilities Officer

John T. Morris
Chief Facilities Officer

Dated: ________________, 2015

Approved as to form and legality by legal counsel to The School Board of Orange County, Florida, exclusively for its use and reliance.

Shutts & Bowen LLP

________________________

Juli S. James, Esq.

Date: ________________, 2015
"PURCHASER"

THE CITY OF WINTER PARK, FLORIDA,
a municipal corporation organized and existing under the laws of the State of Florida

WITNESSES:

________________________________________
Print Name: ______________________________

________________________________________
Print Name: ______________________________

By: ______________________________________
Name: ____________________________________

________________________________________
Title: _____________________________________

________________________________________
Dated: ____________________________________

STATE OF FLORIDA )
COUNTY OF ORANGE ) s.s.:  

The foregoing instrument was acknowledged before me this ____ day of ________, 2015, by ________________________, as _____________________ of The City of Winter Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida, on behalf of the City. S/He is personally known to me or has produced ______________________ (type of identification) as identification.

(NOTARY SEAL)

Notary Public

Print or Type Name
Serial Number:
My Commission Expires:
"DEVELOPER"

UP FIELDGATE US INVESTMENTS – WINTER PARK, LLC,
a Florida limited liability company

WITNESSES:

______________________________
Print Name:

______________________________
Print Name:

By: __________________________
Name: _________________________
Title: _________________________
Dated: _________________________

STATE OF ____________________ )
COUNTY OF ____________________ ) s.s.

The foregoing instrument was acknowledged before me this ___ day of ________,
2015, by ________________________, as __________________ of UP Fieldgate US
Investments – Winter Park, LLC, a Florida limited liability company, on behalf of the company.
S/He is personally known to me or has produced ____________________________ (type of
identification) as identification.

______________________________
Notary Public

Print or Type Name
Serial Number:
My Commission Expires:
EXHIBIT “A”

Legal Description of the School

HOLDEN BROTHERS ADDITION A/61 ALL BLK B (LESS BEG SW COR RUN N TO NE COR BLK 3 HAVILAH PARK O/144 E 161 FT S TO S LINE SAID BLK B TH W TO POB) & PIECE 83 FT N & S LYING S OF LOTS 17 18 & 19 (LESS STS & LESS WEBSTER AV R/W) & LESS FROM SE COR OF NE1/4 RUN N 974.8 FT W 25 FT FOR A POB TH S 13.65 FT W 4 FT N 21 DEG W 33.24 FT S 43 DEG E 23.72 FT TO POB) & (LESS THAT PT LYING N OF BELOIT ST)
DESCRIPTION:

A PORTION OF BLOCKS 1, 4 AND A PORTION OF THE VACATED RIGHT OF WAY OF GALLOWAY DRIVE, (ELAH STREET BY PLAT), HAVILAH PARK, AS RECORDED IN PLAT BOOK O, PAGE 144 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA. ALSO BEING A PORTION OF BLOCK "B" HOLDEN BROTHERS' ADDITION TO HOMESTEAD PARK AS RECORDED IN PLAT BOOK A, PAGE 61 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 4, HAVILAH PARK, AS RECORDED IN PLAT BOOK O, PAGE 144 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S00°00'01"E, ALONG THE EAST LINE OF SAID HAVILAH PARK, 323.16 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE S00°00'01"E, ALONG SAID EAST LINE, 24.73 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CHEROKEE AVENUE; THENCE S89°56'14"E, ALONG SAID SOUTH RIGHT OF WAY LINE, 220.50 FEET; THENCE S39°45'05"W, DEPARTING SAID SOUTH RIGHT OF WAY LINE, 73.65 FEET TO A POINT OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S22°53'02"E, AND A RADIUS OF 260.00 FEET THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°31'50", A DISTANCE OF 197.54 FEET TO THE POINT OF TANGENCY; THENCE S01°07'07"E, 459.42 FEET; THENCE S57°02'44"E, 45.54 FEET TO THE NORTH RIGHT OF WAY LINE OF WEBSTER AVENUE; THENCE S89°45'17"W, ALONG SAID NORTH RIGHT OF WAY LINE, 124.74 FEET TO THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK NO. 886, PAGE 2648 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N01°06'43"W, ALONG SAID EAST LINE, 507.15 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE S89°55'36"E, DEPARTING SAID EAST LINE, 18.17 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF N51°02'38"W AND A RADIUS OF 200.25 FEET; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°42'23", A DISTANCE OF 268.09 FEET TO THE POINT OF TANGENCY; THENCE N89°23'50"W, 112.72 FEET; THENCE N88°26'44"W, 60.21 FEET; THENCE N89°23'50"W, 218.60 FEET; THENCE S64°45'39"W, 17.44 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 36.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°41'32", A DISTANCE OF 21.80 FEET TO THE POINT OF TANGENCY; THENCE S30°04'08"W, 21.73 FEET TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 17-92 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD 15-600, SECTION 75030, F.P. NO. 408425; THENCE N00°55'36"E, ALONG SAID EASTERLY RIGHT OF WAY LINE, 40.46 FEET; THENCE N89°08'24"W, ALONG SAID EASTERLY RIGHT OF WAY LINE, 10.00 FEET TO THE EASTERLY RIGHT OF WAY LINE AND THE WEST LINE OF AFOREMENTIONED HAVILAH PARK; THENCE N00°55'36"E, ALONG SAID EAST RIGHT OF WAY LINE AND SAID WEST LINE, 118.75 FEET; THENCE N89°50'50"E, DEPARTING SAID LINE, 5.15 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S25°51'40"E AND A RADIUS OF 36.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°47'48" A DISTANCE OF 30.66 FEET TO THE POINT OF TANGENCY; THENCE S50°15'34"E, 18.74 FEET; THENCE S89°23'50"E, 423.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 107,576 SQUARE FEET OR 2.4696 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.

2. BEARINGS ARE BASED ON THE EAST LINE OF HAVILAH PARK AS ASSUMED AS SHOWN.

3. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPERS.

PREPARED FOR:

UP DEVELOPMENT

CUMMINS SURVEYING AND MAPPING, INC.

2758 Susandy Drive
Orlando, Florida 32812
(407) 894-4254

e-mail: mc5592@bellsouth.net
Certificate of Authorization LB 6983

LEGEND

C.B. CHORD BEARING
C.A. CENTRAL ANGLE
CH CHORD LENGTH
R RADIUS
L ARC LENGTH
P.B. PLAT BOOK

MICHAEL D. CUMMINS, JR.
FLORIDA REGISTRATION NUMBER LS5592
FLORIDA LICENSED SURVEYOR AND MAPPER

TECHNICIAN: MDC

ISSUE DATE: 5-21-15
PROJECT NO. 14-36
OVERALL NO POND
SHEET No. 1 OF 2
SKETCH AND DESCRIPTION

A PORTION OF THE NORTHEAST 3/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA. ALSO BEING A PORTION OF BLOCK "B" HOLDEN BROTHERS' ADDITION TO WINTER PARK AS RECORDED IN PLAT BOOK A, PAGE 61 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST ORANGE COUNTY, FLORIDA; THENCE N89°05'15"W, ALONG THE SOUTH LINE OF SAID NORTHEAST 3/4, A DISTANCE OF 485.60 FEET; THENCE N00°53’44"E, DEPARTING SAID SOUTH LINE, 17.53 FEET TO THE NORTH RIGHT OF WAY LINE OF WEBSTER AVENUE AND THE POINT OF BEGINNING; THENCE S89°45’17"W, ALONG SAID NORTH RIGHT OF WAY LINE, 124.74 FEET TO THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECKONS BOOK 9986, PAGE 2648 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N01°06’43"W, ALONG SAID EAST LINE, 507.15 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE N89°55’36"W, ALONG THE NORTH LINE OF SAID LANDS, 160.99 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND THE EAST LINE OF HAVILAH PARK AS RECORDED IN PLAT BOOK 2, PAGE 144 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N00°00’01”W, ALONG SAID EAST LINE, 211.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CHEROKEE AVENUE; THENCE S89°56’14"E, ALONG SAID SOUTH RIGHT OF WAY LINE, 220.50 FEET; THENCE S39°45’05”W, DEPARTING SAID SOUTH RIGHT OF WAY LINE, 73.65 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S22°53’02”E, AND A RADIUS OF 260.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°31’50”, A DISTANCE OF 197.54 FEET TO THE POINT OF TANGENCY; THENCE S01°07’07”E, 459.42 FEET; THENCE S57°02’44”E, 45.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 90,024 SQUARE FEET OR 2.0667 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE EAST LINE OF HAVILAH PLACE, ASSUMED AS SHOWN.
3. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED FOR:  
UP FIELDGATE  
CUMMINS SURVEYING AND MAPPING, INC.  
2758 Susanday Drive  
Orlando, Florida 32812  
(407) 894-4254  
e-mail: mc5592@ellsouth.net  
Certificate of Authorization LB 6083

LEGEND

O.R. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
C.A. CENTRAL ANGLE
C.B. CHORD BEARING
R RADIUS
L ARC LENGTH
CH. CHORD DISTANCE

MICHAEL D. CUMMINS, JR  
FLORIDA LICENSE NUMBER LS5592  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

TECHNICIAN: MDC
ISSUE DATE: 5-21-15  
PROJECT NO. 14-36
SCHOOL WITH POND
SHEET No. 1 OF 2
INDEMNITY AGREEMENT REGARDING
WHOLE FOODS DEVELOPMENT AND LEE ROAD EXTENSION

THIS INDEMNITY AGREEMENT ("Agreement") entered into and made as of the _____ day of ___________ 2015, by and between the CITY OF WINTER PARK, FLORIDA, 401 S. Park Avenue, Winter Park, Florida, 32789 (hereinafter referred to as the "City"), and UP FIELDGATE US INVESTMENTS – WINTER PARK LLC, a Florida limited liability company, 3201 East Colonial Drive, Orlando, Florida, 32083, and UP DEVELOPMENT COMPANY, LLC, a Florida limited liability company, 1045 Tulloss Road, Franklin, TN 37067 (collectively hereinafter referred to as "Developer").

WITNESSETH

WHEREAS, DEVELOPER owns certain property located in the City of Winter Park, as more fully described in Exhibit A (the "Whole Foods Property"); and

WHEREAS, the CITY has determined that the construction of an extension of Lee Road (the "Lee Road Extension") from its present terminus at North Orlando Avenue extending east and south to a new terminus with Webster Avenue, all as shown on the Sketch and Description of the Lee Road Extension ("Lee Road Extension Sketch and Description") prepared by Cummins Surveying and Mapping, Inc., dated May 21, 2015 and bearing Project No. 14-36, attached hereto as Exhibit B, is consistent with and furthers the goals, objectives and policies of the Winter Park Comprehensive Plan; and

WHEREAS, CITY has entered into an agreement with the DEVELOPER and the Orange County School Board (the "School Board Agreement") for the sale to CITY of certain real property as necessary for the Lee Road Extension (the "School Board Property"), and the School Board Agreement is incorporated herein as if fully set forth herein; and

WHEREAS, the term "Property" shall have the same meaning as it does in the School Board Agreement; and

WHEREAS, as a condition to CITY entering into the School Board Agreement, DEVELOPER has agreed to pay the Purchase Price, perform the Cure Work defined in Section 10 of the School Board Agreement, and to assume all liabilities and obligations under the School Board Agreement, and to fully indemnify the CITY for any liability related to the School Board Agreement; and

WHEREAS, this Agreement has a public purpose for the CITY because the Lee Road Extension is beneficial to the public as it provides improved traffic flow, and is required by FDOT for the benefit of the public; further the DEVELOPER’s proposed project will increase the City’s tax base and improve this area of the CITY.
AGREEMENT

SECTION 1. Recitals: Capitalized Terms.

The above recitals are true and correct, form a material part of this Agreement and are incorporated in this Agreement by reference. All capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the School Board Agreement.

SECTION 2. Construction of the Lee Road Extension and the Cure Work.

(a) The DEVELOPER shall be responsible for the design, engineering, permitting and construction of the Cure Work and the performance of any other duties or obligations set forth in the School Board Agreement. The DEVELOPER shall exercise its good faith efforts to complete the construction of the improvements in accordance with the School Board Agreement.

(b) Should DEVELOPER fail to complete the Cure Work to the satisfaction of the School Board or the CITY, and the CITY is forced to expend any funds whatsoever to complete the Cure Work, the DEVELOPER and UP DEVELOPMENT COMPANY, LLC, agree that CITY can lien the property in Winter Park owned by DEVELOPER if DEVELOPER fails to immediately reimburse CITY.

(c) The DEVELOPER will provide the CITY with a $350,000.00 irrevocable letter of credit with CNL to be drawn at a location in Orlando, Florida, as security for the Cure Work, effective until Final Completion of the Cure Work, as determined by the School Board. This Letter of Credit will provide that if the School Board or the School District Staff makes any demand of any kind on the CITY for any reason related to the Cure Work, the Lee Road Extension or the School Board Agreement, then the CITY will be authorized to draw down from the Letter of Credit the amount the CITY deems necessary, in the CITY’s sole discretion, to address the School Board/District’s demand, and for the CITY’s attorneys’ fees and expert fees. The Letter of Credit will provide that if the CITY initiates suit under the Letter of Credit, CNL agrees to be responsible for the CITY’s courts costs and attorneys’ fees, up to the full amount of the letter of credit.

SECTION 3. Indemnification Regarding School Board Agreement. To induce CITY to enter into the School Board Agreement, DEVELOPER, including its parent corporation, UP Development Company, LLC, (“collectively Indemnitor”), agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless CITY and its employees, officers, and attorneys (collectively “Indemnitee”) against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney’s fees through all administrative, trial, post judgment and appellate proceedings), directly or indirectly arising from the acts, errors, omissions, intentional or otherwise, arising out of or resulting from the School Board Agreement, the CITY’s acquiring ownership interest in the Property, as defined in the School Board Agreement, or the completion of the Cure Work. Indemnitor shall indemnify and defend Indemnitee against any environmental claim, threatened or commenced, which relates to the Property.

Upon demand by an Indemnitee, Indemnitor shall diligently defend any claim (threatened or commenced) which relates to or arises from the School Board Agreement, this Agreement or from CITY’s acquisition of ownership interest in the Property or from the Cure Work, all at Indemnitor’s own cost and expense, and the claim shall be pursued by counsel approved by Indemnitee in exercising its reasonable judgment. Indemnitee may elect for any reason to conduct its own defense through counsel selected by Indemnitee and at the sole cost and expense of Indemnitor. DEVELOPER will cooperate, and cause its Affiliates to cooperate, in the defense of any claim by the School Board, and shall furnish or cause to be furnished such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection with the claim. This Section will bind the Indemnitor and its successors, assigns and legal representatives and will inure to the benefit of Indemnitee and its successors, assigns and legal representatives.
For this Section, "Losses" means all liabilities, losses, damages, injuries, harm, diminution in value, expense, expenditure and disbursement of every nature (including, without limitation, costs of investigation, travel expenses, value of time expended by personnel), fines, fees and expenses of litigation (including without limitation reasonable attorneys' fees incident to any of the foregoing), costs, and court costs.

The Indemnitee shall reimburse Indemnitee for all Losses regardless of whether Indemnitee receives insurance proceeds as compensation for the Losses, receives tax benefits as result of the Losses, or receives any amounts from any other source as payment for the Losses.

Indemnitor releases and forever discharges, and covenants not to sue, Indemnitee from all claims, injuries, demands, costs, penalties, attorneys' fees, costs of litigation and causes of action of any kind, now or in existence, known or unknown, which Indemnitor may have against Indemnitee and which are related to events, omissions or circumstances arising from or related to the School Board Agreement, this Agreement or CITY's acquisition of ownership interest in the Property or the Cure Work or construction of the Lee Road Extension.

SECTION 4. Binding Effect; Termination. The obligations and covenants of this Agreement shall bind and benefit the successors, personal representatives, heirs and assigns of the parties to this Agreement. Except for those matters that survive closing under the School Board Agreement, this Agreement will automatically partially terminate on the date that is six (6) months following the later of: 1) the end of the School Board's "Verification Period", after School Board's receipt of Developer's "Completion Notice", as defined in the School Board Agreement; or 2) the CITY's acceptance of the Lee Road Extension; or 3) the "Completion" of the Lee Road Extension, as defined in the School Board Agreement; unless CITY has made a claim in writing to Developer for indemnification under the terms of this Agreement, in which case this Agreement will continue in full force and effect until the full and final resolution of such claim, including appeal periods. At the request of either party, CITY or Developer will execute a document acknowledging the partial termination of this Agreement.

SECTION 5. Conflicts. In case of a conflict between any provision of this Agreement and a provision in the Lee Road Extension Sketch and Description, attached as Exhibit B, the provisions of this Agreement shall control.

SECTION 6. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder or substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent, the same not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

SECTION 7. Notices: Proper Form.

(a) Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered (1) when hand delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in United States mail, postage prepaid, certified mail, return receipt requested, or (3) upon receipt of such notice when deposited with Federal Express or similar overnight courier, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

(b) The initial persons to review note as set forth herein are:

(1) CITY: THE CITY OF WINTER PARK, FLORIDA
    Attn: Randy Knight, City Manager
    City Management
    CITY OF WINTER PARK

Page No. 3
(2) DEVELOPER: UP FIELDGATE US INVESTMENTS-
WINTER PARK, LLC
Attn: Scott Fish
1045 Tulloss Road
Franklin, TN 37067
Telephone: 407-896-1132
Telecopier: 407-278-4208

With a copy to: Johnson Real Estate Law, P.A.
Attn: Paul Johnson, Jr., Esquire
3660 Maguire Boulevard, Ste. 102
Orlando, Florida 32803
Telephone: 407-745-0019
Telecopier: 407-278-4208

(3) DEVELOPER UP DEVELOPMENT COMPANY, LLC
Attn: Scott Fish
1045 Tulloss Road
Franklin, TN 37067
Telephone: 407-896-1132
Telecopier: 407-278-4208

SECTION 8. Time of the Essence. Time is hereby declared of the essence in the performance of the duties and obligations of the respective parties to this Agreement.

SECTION 9. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and venue for any action to enforce the provisions of this Agreement shall be in the Circuit Court in and for Orange County, Florida.

SECTION 10. Effective Date. This Agreement shall become effective upon the date of execution by the last of the parties hereto (the “Effective Date”).

SECTION 11. Expenses of Enforcement.

(a) Should either party incur any expenses in enforcing any covenants, terms or conditions of this Agreement, the party in default, as determined by a court of competent jurisdiction, shall pay to the other all expenses so incurred, including reasonable attorneys’ and paralegals’ fees.

(b) On any third party challenge to this Agreement, the DEVELOPER shall bear all costs of defense.
SECTION 12. Amendments. No amendment, modification or other change in this Agreement shall be binding upon the parties unless in writing and executed by all of the parties hereto.

SECTION 13. Assignment. This Agreement shall not be assigned by either party without the prior written approval of the other, which approval shall not be unreasonable withheld.

SECTION 15. Exhibits. All exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

SECTION 16. Public Records. The DEVELOPER shall allow public access to all documents, papers, letters or other materials subject to the provision of Chapter 119, Florida Statutes, and which have been made or received by the DEVELOPER in connection with this Agreement.

SECTION 17. Records and Audits. The DEVELOPER shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the DEVELOPER's place of business at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection by the CITY upon five (5) days prior written notice.

SECTION 18. Conflict of Interest. The DEVELOPER agrees that it will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

SECTION 19. Compliance with Laws and Regulations. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party, including, but not limited to, those now in effect and hereafter adopted.

SECTION 20. Entire Agreement

(a) This Agreement embodies and constitutes the entire understandings of the parties with respect to the subject matter addressed herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

(b) This Agreement shall not be deemed to grant any development approval or be deemed to be a development permit or order except as may be specifically set forth herein.

IN WITNESS WHEREOF, the DEVELOPER and the CITY have executed this Agreement as of the day and year first above written.

[signature pages to follow]
Signed, Sealed and Delivered
In the Presence of:

________________________________________
Signature of Witness #1
Printed Name: ___________________________

________________________________________
Signature of Witness #2
Printed Name: ___________________________

STATE OF FLORIDA
COUNTY OF ____________

The foregoing instrument was acknowledged before me this ___ day of ________, 2015, by Scott Fish, as Manager of UP FIELDGATE US INVESTMENTS – WINTER PARK LLC (Owner/Developer), a Florida limited liability company, who is personally known to me or who has produced ______________________ as identification and who did (did not) take an oath.

________________________________________
Notary Public
Printed Name: ___________________________
My commission expires: _________________

DEVELOPER:

UP FIELDGATE US INVESTMENTS – WINTER PARK LLC, a Florida limited liability company

By: ___________________________
    Scott Fish, Manager
Signed, Sealed and Delivered
In the Presence of:

Signature of Witness #1
Printed Name: __________________________

Signature of Witness #2
Printed Name: __________________________

DEVELOPER:

UP DEVELOPMENT COMPANY, LLC, a Florida limited liability company

By: __________________________
Print name: __________________________
Title: __________________________

STATE OF FLORIDA
COUNTY OF ________________

The foregoing instrument was acknowledged before me this ______ day of __________, 2015, by the ________________ of UP DEVELOPMENT COMPANY, LLC, a Florida limited liability company, who is personally known to me or who has produced __________________________ as identification and who did (did not) take an oath.

Notary Public
Printed Name: __________________________
My commission expires: __________________________

Page No. 7
CITY OF WINTER PARK, FLORIDA

By: __________________________________________
    Steven J. Leary, Mayor

By: _________________________________
    City Clerk

STATE OF FLORIDA    )
COUNTY OF ORANGE     )

The foregoing instrument was acknowledged before me this ___ day of __________, 2015, by
Steven J. Leary, Mayor, of the City of Winter Park, Florida, who is personally known to me.

_______________________________________
Notary Public
Printed Name: _________________________
My commission expires: ________________
EXHIBIT A

Whole Foods Property
LEGAL DESCRIPTION

PARCEL 2:


COMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTH 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 20 EAST, RUN SOUTH 118 FEET, WEST 445 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 212 FEET, WEST 330 FEET, NORTH 212 FEET, EAST 330 FEET TO THE POINT OF BEGINNING.


PARCEL 3:

BEGIN 445 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTH 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 20 EAST, RUN SOUTH 118 FEET, WEST 330 FEET, NORTH 118 FEET, EAST 330 FEET.

LESS AND EXCEPT ROADWAY ON NORTH.


PARCEL 5:

LOTS 13 THROUGH 33, INCLUSIVE, ALANDALE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H, PAGE 7, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 6:

LOTS 10, 11, AND 12, ALANDALE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H, PAGE 7, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 7:

THAT PARCEL OF LAND Lying SOUTH OF THE SOUTHEAST 1/4 OF THE NORTH 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 20 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 28 OF SAD ALANDALE PARK, THENCE RUN NORTH 90°54'37" EAST ALONG THE EAST LINE OF EAST 100 FEET, WEST 330 FEET OF SAID ALANDALE PARK A DISTANCE OF 330.59 FEET TO THE NORTHEAST CORNER OF SAID LOT 28, SAID NORTHEAST CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF DOMIN AVENUE, THENCE RUN NORTH 90°54'37" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOMIN AVENUE 11.80 FEET TO THE NORTHEAST CORNER OF THE FOLLOWING DESCRIBED PARCEL (HEREAFTER "PARCEL 8").

PARCEL 8:


THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF DOMIN AVENUE RUN SOUTH 90°54'37" WEST ALONG THE WEST BOUNDARY LINE OF PARCEL 8 AND THE WEST BOUNDARY LINE OF THE FOLLOWING DESCRIBED PARCEL:

PARCEL 9:


COMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTH 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 20 EAST, RUN EAST 445 FEET, WEST 445 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 212 FEET, WEST 330 FEET, NORTH 212 FEET, EAST 330 FEET TO THE POINT OF BEGINNING.


WHICH BOUNDARY LINE IS ALSO THE WEST LINE OF THE EAST 773.00 FEET OF THE SOUTHEAST 1/4 OF THE NORTH 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 20 EAST, A DISTANCE OF 301.12 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTH 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 20 EAST, ORANGE COUNTY, FLORIDA.
COMMANDING AT THE EAST 1/4 CORNER OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, RUN NORTH 1000 FEET, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4, OF THE NORTHEAST 1/4, OF THE SOUTHEAST 1/4, OF THE SOUTH 1/4 OF SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, A DISTANCE OF 1440.00 FEET TO THE SOUTHEAST CORNER OF LOTS 3, 4, 5, 6, 7, 8, 9 AND 10, BLOCK 5, HAYLAR PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN Plat Book D, Page 144, Public Records of Orange County, Florida, TOGETHER WITH THAT PORTION OF THE PLAT OF LOTS 3, 4, 5, 6, 7, 8, 9 AND 10, BLOCK 5, HAYLAR PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN Plat Book D, Page 144, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LESS AND EXCEPT THE PORTION OF PARCEL "C" SOUTH OF THE LEB ROAD EXTENSION.
EXHIBIT B

Lee Road Extension Sketch and Description

4837-8161-7956, v. 2
DESCRIPTION:
SKETCH AND DESCRIPTION

A PORTION OF BLOCKS 1, 4 AND A PORTION OF THE VACATED RIGHT OF WAY OF GALLOWAY DRIVE, (ELAH STREET BY PLAT), HAVILAH PARK, AS RECORDED IN PLAT BOOK O, PAGE 144 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF BLOCK "B" HOLDEN BROTHERS' ADDITION TO WINTER PARK AS RECORDED IN PLAT BOOK A, PAGE 61 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 4, HAVILAH PARK, AS RECORDED IN PLAT BOOK O, PAGE 144 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S00°00'01"E, ALONG THE EAST LINE OF SAID HAVILAH PARK, 323.16 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE S00°00'01"E, ALONG SAID EAST LINE, 24.73 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CHEROKEE AVENUE; THENCE S89°56'14"E, ALONG SAID SOUTH RIGHT OF WAY LINE, 220.50 FEET, DEPARTING SAID SOUTH RIGHT OF WAY LINE, 73.65 FEET TO A POINT OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF S22°53'02"E, AND A RADIUS OF 260.00 FEET THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°31'50", A DISTANCE OF 197.54 FEET TO THE POINT OF TANGENCY; THENCE S01°07'07"E, 459.42 FEET; THENCE S57°20'44"E, 45.54 FEET TO THE NORTH RIGHT OF WAY LINE OF WEBSTER AVENUE; THENCE S89°45'17"W, ALONG SAID NORTH RIGHT OF WAY LINE, 124.74 FEET TO THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9986, PAGE 2848 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N01°06'43"W, ALONG SAID EAST LINE, 507.15 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE S89°55'36"E, DEPARTING SAID EAST LINE, 18.17 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING OF N51°02'38"W AND A RADIUS OF 200.25 FEET; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°42'23", A DISTANCE OF 268.09 FEET TO THE POINT OF TANGENCY; THENCE N89°23'50"W, 112.72 FEET; THENCE N88°25'44"W, 50.21 FEET; THENCE N89°23'50"W, 218.60 FEET; THENCE S64°45'39"W, 17.44 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 36.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°41'32", A DISTANCE OF 21.80 FEET TO THE POINT OF TANGENCY; THENCE S30°04'08"W, 21.73 FEET TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 17-92 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD 15-800, SECTION 75030, F.P. NO. 408429; THENCE N00°51'36"E, ALONG SAID EASTERLY RIGHT OF WAY LINE, 40.46 FEET; THENCE N89°08'24"W, ALONG SAID EASTERLY RIGHT OF WAY LINE, 10.00 FEET TO THE EASTERLY RIGHT OF WAY LINE AND THE WEST LINE OF AFOREMENTIONED HAVILAH PARK; THENCE N00°51'36"E, ALONG SAID EAST RIGHT OF WAY LINE AND SAID WEST LINE, 118.75 FEET; THENCE N88°50'50"E, DEPARTING SAID LINE, 5.15 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S25°14'40"E AND A RADIUS OF 36.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE; THROUGH A CENTRAL ANGLE OF 48°47'48" A DISTANCE OF 30.66 FEET TO THE POINT OF TANGENCY; THENCE S50°15'34"E, 18.74 FEET; THENCE S89°23'50"E, 423.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 107,576 SQUARE FEET OR 2.4696 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE EAST LINE OF HAVILAH PARK ASSUMED AS SHOWN.
3. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER.

MICHAEL D. CUMMINS, JR.
FLORIDA REGISTRATION NUMBER LS5592
FLORIDA LICENSED SURVEYOR AND MAPPER

PREPARED FOR: UP DEVELOPMENT
CUMMINS SURVEYING AND MAPPING, INC.
2758 Susanday Drive
Orlando, Florida 32812
(407) 894-4254
e-mail mc5592@bellsouth.net
Certificate of Authorization LO 9883

LEGEND
C.B. CHORD BEARING
C.A. CENTRAL ANGLE
CH CHORD LENGTH
R RADIUS
L Arc LENGTH
P.B. PLAT BOOK

TECHNICIAN: MDC
ISSUE DATE: 5-21-15
PROJECT NO. 14-36
OVERALL NO POND
SHEET No. 1 OF 2
Subject: Second Reading of the Rezoning for the Winter Park Racquet Club and Conditional Use.

This public hearing is the second reading of the request of the Winter Park Racquet Club for a Comprehensive Plan change from Single Family to Open Space and Recreation and Zoning change from Single Family (R-1A) to Parks and Recreation (PR) for the property to be acquired at 2011 Via Tuscany so the Racquet Club can incorporate the property as part of the Club’s activities. The agenda also includes action on the Conditional Use for the site improvements described below.

Summary:

This acquisition is beneficial to the Racquet Club for a number of reasons:

1. Acquiring the 2011 Via Tuscany property ‘squares off’ the Racquet Club property. Actually the north 30 feet of that property is an easement for the driveway of the Racquet Club.

2. Acquiring the 2011 Via Tuscany property allows the Club via the Conditional Use approval to widen the south entrance road/driveway for two-way traffic flow. That then permits eliminating the “north” driveway. The attached plan shows how that area will be improved with more green space, outdoor patio and pedestrian/bike path. It also removes the traffic impacts (noise/head lights) onto those adjacent residential neighbors to the north.

3. Acquiring the 2011 Via Tuscany property allows the existing house to be converted via Conditional Use for Club purposes such as administrative office space, an expanded tennis pro shop and for storage.

The Conditional Use component of this request is depicted on the attached site plan. It shows the elimination of the driveway on the north side of the tennis courts. It shows a new patio area and pedestrian/bike path in that area. It allows a full sized regulation tennis court to be built in the front where the City had previously approved an undersized new tennis court.

The ideas of how the Racquet Club would use the 2011 Via Tuscany property are conceptual at this point. This approval would allow the City to permit interior renovations to the home for use by the Racquet Club and for the connection of the two properties for circulation. However, if there are major changes to the building (additions over 500 sf) or major changes to the site layout (such as parking in the front yard) then those would require a future conditional use review/approval at subsequent public hearings.
The Winter Park Racquet Club has voluntarily made several significant safety, aesthetic and environmental improvements to their properties in recent years. The parking and driveways have been redone to add extra parking spaces and improve vehicle safety. New sidewalk/bike paths have been added to increase pedestrian safety. New storm water retention areas have been added and underground clay separators have been installed to improve the quantity and quality of the drainage systems. This acquisition of the property at 2011 Via Tuscany continues that program by improving traffic safety (two way drive) and squaring off the Club’s boundaries. It does not represent an increase in the number of activities or traffic to/from the Racquet Club.

Planning and Zoning Board Recommendation:

Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve the request to amend the "Comprehensive Plan" Future Land Use Map to change from single family residential to open space and recreation on the property at 2011 Via Tuscany. Motion carried unanimously by a 7-0 vote.

Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve the request to amend the official zoning map to change from single family (R-1AA) district zoning to parks and recreation (PR) district zoning on the property at 2011 Via Tuscany. Motion carried unanimously by a 7-0 vote.

Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve the request for a Conditional Use to amend the site plan layout for the Racquet Club to add the property at 2111 Via Tuscany, eliminate the north driveway and make other site modifications. Motion carried unanimously by a 7-0 vote.
ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 58 “LAND DEVELOPMENT CODE” 
ARTICLE I, “COMPREHENSIVE PLAN” SO AS TO CHANGE THE FUTURE 
LAND USE DESIGNATION OF SINGLE FAMILY RESIDENTIAL FUTURE 
LAND USE TO OPEN SPACE AND RECREATION ON THE PROPERTY AT 
2011 VIA TUSCANY, MORE PARTICULARLY DESCRIBED HEREIN, 
PROVIDING FOR CONFLICTS, SEVERABILITY AND 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, the Winter Park Racquet Club, as petitioner for a future land use amendment, is 
desirous of amending the future land use designation from Single Family Residential to Open 
Space and Recreation; and

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

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local 
Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive 
Plan amendment, having held an advertised public hearing on May 5, 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 June 8, 2015 and June 22, 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. Future Land Use Map Amendment. 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 from Single Family Residential 
to Open Space and Recreation on the property at 2011 Via Tuscany, more particularly 
described as follows:
Lots 1 & 2 and the south 30 feet of the street to the north, Block C, Sicilian Shores subdivision, as recorded in Plat Book "O", Page 34 of the Public Records of Orange County, Florida. Parcel ID# 32-21-30-8020-03-010

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. Furthermore this amendment shall only become effective upon the purchase of this property by the Winter Park Racquet Club.

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
ORDINANCE NO. ______

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE SINGLE FAMILY RESIDENTIAL (R-1AA) DISTRICT ZONING TO PARKS AND RECREATION (PR) DISTRICT ZONING ON THE PROPERTY AT 2011 VIA TUSCANY, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Winter Park Racquet Club has requested a Zoning map amendment consistent with the amended Comprehensive Plan and the requested zoning 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 May 5, 2015 meeting; and

WHEREAS, the City Commission of the City of Winter Park held duly noticed public hearings 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 from Single Family (R-1AA) District to Parks and Recreation (PR) District on the property at 2011 Via Tuscany, more particularly described as follows:

Lots 1 & 2 and the south 30 feet of the street to the north, Block C, Sicilian Shores subdivision, as recorded in Plat Book "O", Page 34 of the Public Records of Orange County, Florida. Parcel ID# 32-21-30-8020-03-010
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. Furthermore this amendment shall only become effective upon the purchase of this property by the Winter Park Racquet Club.

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
REQUEST OF THE WINTER PARK RACQUET CLUB INC. TO: AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE MAP TO CHANGE FROM SINGLE FAMILY RESIDENTIAL TO OPEN SPACE AND RECREATION DESIGNATION ON THE PROPERTY AT 2011 VIA TUSCANY.

REQUEST OF WINTER PARK RACQUET CLUB INC. TO: AMEND THE OFFICIAL ZONING MAP TO CHANGE FROM SINGLE FAMILY (R-1AA) DISTRICT ZONING TO PARKS AND RECREATION (PR) DISTRICT ZONING ON THE PROPERTY AT 2011 VIA TUSCANY.

REQUEST OF WINTER PARK RACQUET CLUB INC. FOR: CONDITIONAL USE APPROVAL TO AMEND THE SITE PLAN LAYOUT FOR THE RACQUET CLUB TO ADD THE PROPERTY AT 2111 VIA TUSCANY, ELIMINATE THE NORTH DRIVEWAY AND MAKE OTHER SITE MODIFICATIONS.

Planning Manager Jeffrey Briggs presented the staff report and explained that the Winter Park Racquet Club at 2111 Via Tuscany has a contract to purchase the adjacent single family home at 2011 Via Tuscany. The 2011 Via Tuscany property is designated Single Family in the Comprehensive Plan and zoned R-1AA. The Racquet Club is asking for the Comprehensive Plan change from Single Family to Open Space and Recreation and for the Zoning change from Single Family (R-1A) to Parks and Recreation (PR) for the property so that they may use the property as part of the Club’s activities.

This acquisition is beneficial to the Racquet Club for as number of reasons:

1. Acquiring the 2011 Via Tuscany property ‘squares off’ the Racquet Club property. Actually the north 30 feet of that property is an easement for the driveway of the Racquet Club.

2. Acquiring the 2011 Via Tuscany property allow the Club to widen the south entrance road/driveway for two-way traffic flow. That then permits eliminating the “north” driveway. The attached plan shows how that area can be improved with more green space, outdoor patio and pedestrian/bike path. It also removes the traffic impacts (noise/head lights) onto those adjacent residential neighbors to the north.

3. Acquiring the 2011 Via Tuscany property allow the existing house to be converted for Club purposes such as administrative office space, an expanded tennis pro shop and for storage.

Mr. Briggs reviewed the Conditional Use component of this request. It contemplates the elimination of the driveway on the north side of the tennis courts, a new patio area, and pedestrian/bike path in that area. It also contemplates a full sized regulation tennis court to be built up in the front where the City had previously approved an undersized new tennis court.

Mr. Briggs explained that any proposed uses of the 2011 Via Tuscany property are conceptual at this point. This approval would allow the City to permit interior renovations to the home for use by the Racquet Club and for the connection of the two properties for circulation. However, if there are major changes to the building (additions over 500 square feet) or major changes to the site layout (such as parking in the front yard) then those would require a future conditional use review/approval at subsequent public hearings. Given that there are adequate protections for the neighbors from the City approval processes, this property acquisition will not provide for something unforeseen that could be a nuisance for the neighbors. He noted that as a point of information, the Winter Park Racquet Club is not a tax exempt entity. They pay property taxes on their current properties and thus would continue to pay property taxes on this newly acquired property.

Mr. Briggs summarized by stating that the Winter Park Racquet Club has voluntarily made several very significant safety, aesthetic and environmental improvement to their properties in recent years. The
parking and driveways have been redone to add extra parking spaces and improved vehicle safety. New sidewalk/bike paths have been added to increase pedestrian safety. New storm water retention areas have been added and underground clay separators have been installed to improve the quantity and quality of the drainage systems. This acquisition of the property at 2011 Via Tuscany continues that program by improving traffic safety (two-way drive) and squaring off the Club’s boundaries. It does not represent an increase in the number of activities or traffic to/from the Racquet Club. Staff recommended approval of the request. Mr. Briggs responded to Board member questions and concerns.

Mr. Gottfried disclosed that he is a member of the Racquet Club. He explained that he has spoken to the City Attorney and there is no conflict that prohibits him from voting on or participating in the discussion of this item.

John Gigliotti, 2233 Azalea Place, represented the Racquet Club. He explained that he is a neighbor, member and also serves on Club’s the long range planning committee. He stated that there have been improvements to storm water, parking lot and landscaping. He noted that they have been working with the Sutton’s in an effort to traffic calm their ingress/egress to their driveway. He said that redevelopment will be conforming to the existing single family neighborhood. Mr. Gigliotti responded to Board member questions and concerns.

Charlie Madden, Madden Engineering, spoke regarding Board member concerns with regard to the location and configuration of the boat ramp. He also explained the improvements that have been made at the racquet Club for storm water drainage including the clay separators and increased retention areas.

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

The P&Z Board agreed that the addition of this property can be done without impact upon the neighbors and that the City conditional use requirements would apply if anything major is done to the acquired property.

**Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve the request to amend the “Comprehensive Plan” Future Land Use Map to change from single family residential to open space and recreation designation on the property at 2011 Via Tuscany.**
Motion carried unanimously by a 7-0 vote.

**Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve the request to amend the official zoning map to change from single family (R-1AA) district zoning to parks and recreation (PR) district zoning on the property at 2011 Via Tuscany.**
Motion carried unanimously by a 7-0 vote.

**Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve the request for a Conditional Use to amend the site plan layout for the Racquet Club to add the property at 2111 Via Tuscany, eliminate the north driveway and make other site modifications.**
Motion carried unanimously by a 7-0 vote.
April 21st, 2015

Mr. Jeffrey Briggs
City of Winter Park
401 South Park Avenue
Winter Park, FL 32789

Dr. Mr. Briggs;

The Winter Park Racquet Club (WPRC) is a neighborhood club, governed by neighborhood volunteers, with over 350 multi-generational members residing within 1 mile of the club.

The club has entered into discussions with the owners of 2011 Via Tuscany, Winter Park, for the purchase of their property. The home is located south of the Clubhouse, directly across from our tennis courts and fitness center. As we move forward with the purchase, we respectfully request a change to the zoning of 2011 Via Tuscany to Parks and Recreation, which is consistent with the current WPRC property.

The zoning change will allow us to:

- Increase parks and recreation space
- Reduce single lane vehicle traffic and optimize pedestrian and vehicle safety
- Increase pedestrian paths and landscaping
- Retain the residential character of all buildings
- Cultivate green space to the north of the property.

All of these ideas will function into the framework of the Club’s vision to remain a neighborhood club.

It is always the Club’s goal to ensure a mutually beneficial relationship with our neighbors and the surrounding Winter Park community.

Thank you for your attention to our request.

Warm regards,

Leslie Koren
General Manager
Winter Park Racquet Club

P.O. Box 2830 Winter Park, Florida 32790 (407) 644-2226 Fax (407) 644-5515
www.wprc.net E-mail: clubhouse@wprc.net
Subject: Amendment of Conditional Use for Three Story Townhouse Project at 170 E. Morse/170 S. Knowles.

This public hearing is a Conditional Use request by the prospective purchasers of 170 S. Knowles Avenue/170 E. Morse Blvd. to amend the previous multi-family project approved in 2007. It was originally four units; however, this proposal is now three units, each three stories in height and now 19,935 square feet of total building area. The property is zoned C-2.

Summary:

Background: On October 22, 2007 the City Commission approved a Conditional Use, for a four unit, three-story, 18,290 square foot residential project to replace the two story retail/office building at the SW corner of Morse Blvd. and Knowles Avenue. That project by the current property owner, Mr. Furst and required Conditional Use approval as it was a three story building in the Central Business District and over 10,000 sq. ft. That original Conditional Use approval was valid for two years. The City Commission provided an extension on April 13, 2009. Then on April 10, 2010 the City Commission provided a five year extension until October 22, 2016. Later, on October 24, 2011 the City Commission extended the Conditional Use approval until October 24, 2021. As this application is from a contract purchaser, the seller and purchaser have requested that any approval be conditioned upon the eventual sale and closing which is reflected in the staff conditions.

Current Project Plan Request:

The project parameters retain much of the original site plan layout from the original approval in 2007. The project fronts on Morse Blvd. and Knowles Avenue and has a rear entry motor court from the Treat Way alley into two car garages for each of the three units. The total building area increases from 18,290 square feet to 19,935 square feet. This is an increase in floor area ratio (FAR) from the 177% permitted in 2007 to the current request at 192.61%. The Code maximum FAR for C-2 zoning is 200%.

For purposes of comparison, the following table outlines the C-2 zoning requirements and the proposed dimensions of this project.
<table>
<thead>
<tr>
<th></th>
<th>C-2 Requirements</th>
<th>Project Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Size</td>
<td>10,350 sf</td>
<td>10,350 sf</td>
</tr>
<tr>
<td>Floor Area Ratio</td>
<td>Max. 200%</td>
<td>192.61%</td>
</tr>
<tr>
<td>Knowles Ave. setback</td>
<td>0 feet</td>
<td>5-8 feet</td>
</tr>
<tr>
<td>Morse Blvd. setback</td>
<td>3.3 feet</td>
<td>3.3 feet</td>
</tr>
<tr>
<td>Alley setback</td>
<td>0 feet Floors 1 &amp; 2 10 feet -3rd floor</td>
<td>3 feet 4 inches for all floors</td>
</tr>
<tr>
<td>Interior Side setback</td>
<td>0 feet</td>
<td>0 feet</td>
</tr>
<tr>
<td>Bldg. Height</td>
<td>40 feet</td>
<td>40 feet</td>
</tr>
</tbody>
</table>

The street setbacks on Morse Blvd. are in line with the average existing 3.3 foot setback (from the adjacent Landmark Condominium) and the street setbacks on Knowles Avenue are 5 to 8 feet except for the first floor entry porch features at zero feet or at the property line as there is no ‘average’ setback on Knowles Avenue in this block. There is also a proposed 3 foot-4 inch street setback to the Treat Way alley (south side) and to the adjacent Landmark Condo (west side).

The building height is at the maximum 40 feet permitted for three story buildings in the Central Business District and in the C-2 zoning. There is a cornice parapet wall of 5 feet in height for a total visual height of 45 feet. Back within the rooftop are the elevator/stair tower elements for each unit, an additional 10 feet in height. These heights are consistent with the original 2007 approval and the parapet walls are somewhat smaller as the 2007 plans which had architectural ornamentation on the corners.

The Comprehensive Plan and the Zoning Code contain a requirement to provide terracing and articulation by imposing a further setback for the third floors of any prospective building within the Central Business District and C-2 zoning. The Comprehensive Plan policies are very prescriptive in requiring a one for one foot setback for the third floors. If the third floor is 10 feet tall then the third floor setback is 10 feet. The C-2 zoning is less prescriptive in that it just requires that “a significant portion of the top floor shall be terraced and stepped back from the exterior face of the next lower floor”.

In this project, as with the Morse/Virginia Townhouses, designed by Phil Kean, the design solution is to build the “box” setback from the street front by 9-10 feet and then add architectural articulation outward from the “box”. It is an acceptable method of compliance and in some ways a better design solution because the bulk of the “building mass” is further setback from the street frontages.
Per the policy of the Comprehensive Plan, if the third floor is ten feet in height then the third floor must be setback 10 feet from the street where zero foot setbacks apply (Knowles Avenue and the Alley) and the third floor must be setback 13 feet 3 inches from where a 3 foot, 3 inch street setback exists (Morse Blvd.). The proposed plans indicate a 9 foot, 1 inch setback for the third floor on the Knowles Avenue frontage and a 12 foot, 3 inch setback for the third floor on the Morse Blvd. frontage. The applicant is asking for an exception, as may be permitted via this Conditional Use review for the 1 foot difference (9 foot setback vs. 10 foot floor height). To the staff this one foot differential seems deminimus and staff has no issue for the request for that 1 foot setback exception.

On the Treat Way alley side, which is also street frontage, the plans depict a setback of 3 feet 4 inches for all three floors and the applicant has proposed another one foot setback for the third floor. This request is asking in effect to vest the vertical 3 feet 4 inches setback for all three floors that was approved for the previous project in 2007 but allowing for another one foot setback for the third floor to break up that vertical wall. Treat Way is a public street, albeit an alley but with frontage and visibility all along Knowles Avenue. The P&Z Board is in support of these setback exceptions.

**Streetscape Proposal:**

The applicant is also asking the City to consider a streetscape proposal for this section of Knowles Avenue. Currently (as depicted in the plans) along Knowles Avenue are 12 on-street parking spaces at 90 degrees from the travel lanes. An existing 4.5 feet of sidewalk exists between the curb and the property line. The applicant would like to convert this Knowles Avenue street frontage using on street spaces. That increases the sidewalk width to 12.5 feet for better pedestrian circulation and oak trees within this area.

This proposal benefits the project by enhancing the visual street appeal of this street section and increasing pedestrian access. The concern is that the City loses public parking spaces within an area where all the parking spaces are usually full.

Public Works has been conducting parking surveys on the use and availability of parking spaces in the six city parking lots downtown for the past 15 months. The Knowles Avenue parking spaces have consistently been the most heavily utilized parking in the downtown. As a result, the recommendation from Public Works was not in favor of this streetscape proposal as it results in the loss of six to eight public parking spaces.

The applicants’ position is that the conversion of this property from a retail/office building to a residential building is going to reduce the demand from customers/clients parking on Knowles to visit businesses within this building. The applicants’ perspective is that this change in use will benefit the parking situation and more than offset the loss of the six parking spaces.

The P&Z Board agreed with the applicant and felt that the benefits of continuing the streetscape program on Morse Blvd around the corner with a wider sidewalk and new oak trees, especially to increase pedestrian safety was more important than the loss of six parking spaces.
Traffic Study:

The staff did not require the developer to provide a traffic study because the total trip generation from 3 residential units of 33 trips per day is far less than the trip generation from the existing 7,365 square feet of retail/office spaces which produces 349 trips per day per ITE generation estimates. This existing traffic generation may be overstated since many trips to the downtown are multi-destination trips but the conclusion regardless is that this residential project of three townhouses will generate less traffic than the existing building.

Impact Upon the Downtown Winter Park Historic Districts:

This property is located outside the US Federal Register - Downtown Winter Park Historic District which ends at the Center Street alley and the Interlachen Avenue Historic District which ends adjacent to this property. See maps attached. In other cases, a question has been raised about applicability of a recommendation from the City’s Historic Preservation Board per the code text below:

Sec. 58-446. - Functions, powers and duties of the historic preservation board. The historic preservation board shall be responsible for the development and administration of a comprehensive historic preservation program, and shall identify and maintain the city's historic resources for the benefit of both present and future residents. It shall be the responsibility of the HPB to:

1. Provide or recommend incentives for historic preservation, and to recommend for or against rezonings, demolitions, developments, lot splits, lot consolidations, or conditional uses that could impact historic resources identified in the Florida Master Site File survey of the City of Winter Park.

The precedent has been to apply this Code requirement to projects within a historic district but not outside the Districts. Staff did not bring this application to the Historic Preservation Board for review since it was outside the District and has not received direction from the City Commission to do so in the past.

Other Considerations:

This project is intended to be developed as fee simple townhouses pursuant to a replat (not as a condominium). To the extent that any “subdivision approval” is required, then this process provides that approval. This fee simple/replat marketing approach is what was approved by the City for the 400 Swoope townhouse project, the Morse/Virginia Townhouse project and the one at 125 S. Interlachen Avenue.

The scale of this project and the materials presented allows the City to combine the Preliminary and Final Conditional Use approvals. However, the Code requires two public hearings for approval by the City Commission for three story buildings within the Central Business District.

Comprehensive Plan and Zoning Code Compliance:

There are a number of policies in the Comprehensive Plan that address the design aspects of this application. Those policies and other relevant C-2 Zoning Code sections that are included as an appendix to this staff report.
Planning and Zoning Board Recommendation:

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve both the Preliminary and Final Conditional Use approvals for the modification of this project with the following conditions:

1. The third floor facing the Treat Way alley must be setback an additional one-foot from the lower floors in a reduced but similar fashion to the other street elevations.

2. The electric transformer/switch gear and backflow preventers shall be located adjacent to the building and shall be effectively screened from view.

3. Changes to the Knowles Avenue streetscape and parking arrangement are approved, as presented by the applicant.

4. As the Applicant is not the owner of the Property, but rather is the purchaser under a contract for sale and purchase to buy the Property, unless specifically consented to by Owner in writing, no approval issued pursuant to the Application or any condition imposed in connection therewith, shall be binding upon the Property or the current Owner of the Property unless and until Applicant, or its successor or assign, acquires title to the Property. If Applicant or its successor or assign does not acquire title to the Property within one hundred fifty (150) days following the approval by the City Commission of such Conditional Use Permit and the expiration of any appeal period applicable thereto, the Conditional Use Permit shall be null and void and the existing Conditional Use, which was extended by the City Commission on October 24, 2011 until October 24, 2021 shall be in full force and effect; provided, however, that Owner shall have the right to waive the foregoing and accept the new Conditional Use Permit which shall not be null and void in such event.”

Motion carried unanimously with a 7-0 vote.
**Comprehensive Plan policy and C-2 District excerpts:**

**Policy 1-3.2.2: Maintain the Character and Scale of the Central Business District:** The City shall maintain the character and scale of the Central Business District (CBD), including the Park Avenue Corridor as one of the premier downtown retail shopping districts in Florida, by reinforcing attributes that underlie its ambiance and special character, including its pedestrian scale, the relationship of its buildings and their orientation to the street, the eclectic mix of architectural styles, the open space vistas of Central Park, and the predominance of small distinctive specialty shops. This Comprehensive Plan imposes a two story height limit throughout the Central Business District as depicted on the Winter Park Central Business District Boundary Map located in the Definitions section of this Comprehensive Plan. These height restrictions may be increased to a maximum 3 story height limit if the development is approved by the City Commission as a Conditional Use and conforms to the Maximum Height Map. Third floors approved by conditional use in the CBD must be setback on street frontages equal to their height of a one foot setback for each one foot height of the third floor. Properties designated low density residential, and other properties identified as limited to two stories on the Maximum Height Map are not candidates for the 3 story height Conditional Use. The maximum floor area ratio within the CBD shall include private parking garages which are either at grade or elevated in calculations of floor area. Subterranean parking garages and public parking garages may be excluded from floor area calculations by the City Commission.

**Policy 1-3.8.9: Preserve the Pedestrian Scale and Orientation of the CBD and Restrict Building Height.** The City shall preserve the pedestrian scale and orientation of the Winter Park Central Business District Boundary Map, as defined in the Definitions section of this Comprehensive Plan, by limiting development for any property to two stories in height or three stories (including any mezzanine levels) on a case by case basis via conditional use approval by the City Commission for any third floor. The pedestrian orientation is also protected by prohibiting new drive-in businesses within the C-2 zoning locations east of Virginia Avenue. Approvals or other variances for more than three stories are prohibited. Third floors approved by conditional use must be setback on street frontages equal to their height on a one foot setback for each one foot height of the third floor. Properties designated low density residential and properties limited to two stories on the Maximum Height Map are not candidates for the 3 story conditional use.

**Sec. 58-75. Commercial (C-2) District.**

(b) *Permitted uses.*

(4) Residences located on any floor outside of the Park Avenue Corridor or above the ground floor within the Park Avenue Corridor.

(c) *Conditional uses.* The following uses may be permitted as conditional uses following review by the planning and zoning board and approval by the city commission in accordance with the provisions of this C-2 district section only.

(3) Buildings with a third floor provided that such conditional use approvals require two public hearing approvals by the city commission;

(6) Buildings over 10,000 square feet, any addition over 500 square feet to an existing building over 10,000 square feet or additions over 500 square feet to existing buildings that result in a building over 10,000 square feet in size.

(e) *Development standards.*
(1) On all streets, buildings and structures shall be built to a zero foot building setback from the property line or such front setback as is established by the average front setback of the existing buildings on that block of street frontage, whichever is greater. However, canopies may extend over the sidewalks provided a clearance of nine feet zero inches is maintained from the sidewalk to the bottom portion of the canopy.

(2) Building heights shall not exceed the height limits imposed by the Maximum Height Map. For those properties within the geographic areas shown with a two story maximum, the maximum building height shall be thirty (30) feet; for those properties shown with a three story maximum height, the maximum building height may be up to forty (40) feet if approved via conditional use. Variances for more than three stories in the Central Business District are prohibited. Parapet walls, mansard, gable or hip roof appendages or similar architectural elements or appendages on a one or two story building may be added to the building height but in no case shall extend more than five (5) feet above the building roof height limitations established in the section. Mechanical equipment, elevator towers and related non-occupied structures may be added to the building roof height but in no case shall exceed more than ten (10) feet above these building roof height limitations and shall be located to the maximum extent possible so that they are not visible from the street.

(3) Buildings shall be setback no less than ten (10) feet from the rear lot line.

(4) No side yard setbacks shall be required on interior side property lines.

(5) The maximum floor area ratio for any building shall be two hundred (200%) percent. The floor area ratio shall include the floor area of any attached or detached above grade private parking garage.

(8) Terracing and articulation requiring additional setbacks are required to create relief to the overall massing of the building facades. Such design features of building façade articulation are required at least every sixty (60) feet on average along the primary building façades facing the streets, or along the building frontage where the building fronts the primary parking lot area. For any building over two stories in height and over 200 feet in length, there shall be a thirty-five (35) foot break on at least the first floor, the design of which shall be a component of the architectural review process required for conditional use. For any building over two stories or thirty (30) feet in height, a significant portion of the top floor shall be terraced and stepped back from the exterior face of the next lower floor. Parking structures are exempt from this terracing requirement.

Planning and Zoning Board Minutes: June 2, 2015:
REQUEST OF TOWER ACQUISITION PARTNERS, LLC TO: AMEND THE CONDITIONAL USE APPROVAL PREVIOUSLY GRANTED TO THE PROPERTY AT 170 S. KNOWLES AVENUE/170 EAST MORSE BOULEVARD IN 2007, TO ALLOW FOR MODIFICATIONS TO THE MULTI-FAMILY PROJECT, TO NOW BE COMPOSED OF THREE UNITS, THREE STORIES AND 19,935 SQUARE FEET OF RESIDENTIAL LIVING AREA AND GARAGE, ON THIS PROPERTY ZONED C-2.

Planning Manager Jeffrey Briggs presented the staff report and explained that this was a Conditional Use request by the prospective purchasers of the property at 170 S. Knowles Avenue/170 E. Morse Blvd. seeking to amend the previously approved conditional use plans to allow for modifications to the multi-family project originally approved in 2007. It was originally four units but is now three units, each three stories in height and now 19,935 square feet of total building area. The property is zoned C-2.

Mr. Briggs explained that the project parameters retain much of the original site plan layout from the original approval in 2007. The project fronts on Morse Blvd. and Knowles Avenue and has a rear entry motor court from the Treat Way alley into two car garages for each of the three units. The total building area increases from 18,290 square feet to 19,935 square feet. This is an increase in floor area ratio from the 177% permitted in 2007 to the current request at 192.61%. The Code maximum FAR for C-2 zoning is 200%. Mr. Briggs further described the setbacks, building articulation and height.

Mr. Briggs described the issue on the Treat Way alley side however, which is also street frontage, that the plans depict a 3 foot-4 inch setback for all three floors and no additional setback for the third floor as required by the C-2 zoning. This request is asking in effect to “grandfathered-in” the vertical 3 foot-4 inch setback for all three floors that was approved for the previous project in 2007. Treat Way is a public street with frontage and visibility all along Knowles Avenue and there is a valid reason to break up the vertical wall as is being done for the Knowles and Morse frontages. Thus, the staff did not support an exception from the Code for the third floor on this Treat Way frontage but would support just an additional 3 foot setback.

Mr. Briggs also discussed the applicant’s streetscape proposal for this section of Knowles Avenue. Currently (as depicted in the plans) along Knowles Avenue are 12 on-street parking spaces at 90 degrees from the travel lanes. An existing 4½ foot sidewalk exists between the curb and the property line. The applicants would like to convert this Knowles Avenue street frontage to a parallel parking orientation of 6 on-street spaces. That increases the sidewalk width to 12½ feet for better pedestrian circulation and oak trees within this area. This proposal benefits the project by enhancing the visual street appeal of this street section and increasing pedestrian access. The negative part is that the City loses 6 public parking spaces and the ability to add 2 more spaces when the existing driveway is closed. Public Works has been conducting parking surveys on the use and availability of parking spaces in the six city parking lots downtown for the past 15 months. The Knowles Avenue parking spaces have consistently been the most heavily utilized parking in the downtown. As a result, the recommendation from Public Works is not in favor of this streetscape proposal as it results in the loss of 6-8 public parking spaces.

Staff recommended approval of both the Preliminary and Final Conditional Use approvals for the modification of this project with conditions.

Rebecca Wilson, Lowndes, Drosdick, Kantor and Reed, representing the applicant presented a power point detailing the history of the project, the conformance to the C-2 zoning regulations and the applicant’s position with regard to the two issues of the setback from Treat Way and the Streetscape proposal. Ms. Wilson provided detail on the Treat Way situation with comparisons to other properties and the necessity for the setback and that the applicant was proposing an additional one foot setback for the third floor from the proposed 3 foot 4 inch setback of the first two floors.
Ms. Wilson also discussed the rationale for the streetscape improvements by showing pictures of the current conditions, previous plans presented 2007 and why the parking will be improved. The applicant’s position is that the conversion of this property from a retail/office building to a residential building is going to reduce the demand from customers/clients parking on Knowles to visit businesses within this building. The applicant’s position is that this change in use will benefit the parking situation and more than offset the loss of the 6 parking spaces.

David Odahowski, 199 E. Welbourne Avenue (Bush Foundation) representing the adjacent property expressed that public parking in this area was critical. He explained that people are continually parking within their private lot and he could not support any plan that removed public parking.

Dykes Everett, 341 E. Webster Avenue expressed support for the project as an improvement and asset for the downtown.

No one else appeared to speak and the public hearing was closed.

The Planning Board members discussed the application and the consensus was that the proposal for the Treat Way façade accomplished the objective of the Code in providing articulation and that on this less visible side of the building, the façade was appropriate with a one foot additional setback for the third floor as presented by the applicant. The Planning Board members had significant discussion regarding the streetscape proposal. The competing interests were how important every public parking space is within the downtown versus the public benefit to continue the streetscape of Morse Blvd. around the corner to greatly enhance pedestrian circulation and safety.

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve both the Preliminary and Final Conditional Use approvals for the modification of this project with the following conditions as suggested by staff and as modified:

1. The third floor facing the Treat Way alley must be setback an additional one-foot from the lower floors in a reduced but similar fashion to the other street elevations.
2. The electric transformer/switch gear and backflow preventers shall be located adjacent to the building and shall be effectively screened from view.
3. Changes to the Knowles Avenue streetscape and parking arrangement are approved, as presented by the applicant.
4. As the Applicant is not the owner of the Property, but rather is the purchaser under a contract for sale and purchase to buy the Property, unless specifically consented to by Owner in writing, no approval issued pursuant to the Application or any condition imposed in connection therewith, shall be binding upon the Property or the current Owner of the Property unless and until Applicant, or its successor or assign, acquires title to the Property. If Applicant or its successor or assign does not acquire title to the Property within one hundred fifty (150) days following the approval by the City Commission of such Conditional Use Permit and the expiration of any appeal period applicable thereto, the Conditional Use Permit shall be null and void and the existing Conditional Use, which was extended by the City Commission on October 24, 2011 until October 24, 2021 shall be in full force and effect; provided, however, that Owner shall have the right to waive the foregoing and accept the new Conditional Use Permit which shall not be null and void in such event.”

Motion carried unanimously with a 7-0 vote.
NOTICE OF REQUEST TO MODIFY A CONDITIONAL USE APPROVAL AT 170 S. KNOWLES AVE.

NOTICE IS HEREBY GIVEN BY THE CITY OF WINTER PARK, FLORIDA, that public hearings will be held by the City of Winter Park Planning & Zoning Board on Tuesday, March 3, 2015, at 6 p.m., and by the City Commission on Monday, March 23, 2015, at 3:30 p.m., in the Commission Chambers of City Hall at 401 S. Park Ave., Winter Park, Florida, 32789, to consider the request to modify and amend the previous conditional use approval granted for 170 S. Knowles Ave. for revised plans for a three-story, three-unit, 19,935-square-foot residential building at 170 S. Knowles Ave., zoned C-2.

Copies of the proposed development plans are available now for inspection in the Planning & Community Development Department in City Hall, Monday through Friday, from 8 a.m. to 5 p.m., and beginning Tuesday, February 24, 2015, on the city's website at cityofwinterpark.org under Board & Public Meetings.

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

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

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

Original Plans Approved in October, 2007
• ZONING

BUILDING CRITERIA

1. BUILDING HEIGHT
   ROOF HEIGHT

2. PARAPETS, MANSARD AND GABLE ROOF APPENDAGES

BUILDING SETBACK

1. FRONT
   0’ OR AVERAGE OF BLOCK

2. SIDE
   0’

3. REAR
   10’

F.A.R.

FLOOR AREA RATIO

W.P. LDC

3 STORIES 40’

AN ADDITIONAL 10’ FOR 3 AND 4 STORY BUILDINGS

PROJECT AS PROPOSED

3 STORIES 37’

2’-7” to 6’-6”

Morse – 5’-1” to 7’-2”
Knowles – 5’10” to 9’-8”

0’

N.A. – no rear yard

W.P. COMP. PLAN

FAR 2.0

PROJECT

FAR 1.77 with garages
FAR 1.62 without garages

Winter Park Land Development Code § 58-74 (e)
### ZONING (CONTINUED)

**PARKING**

<table>
<thead>
<tr>
<th>W.P. LDC</th>
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<th>PROJECT</th>
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<tr>
<td>COMMERCIAL 1/250 SQ.FT.</td>
<td>7,500 SQ. FT.</td>
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<tr>
<td>30 SPACES REQUIRED</td>
<td>14 SPACES PROVIDED</td>
<td></td>
</tr>
<tr>
<td>16 SPACES ON STREET</td>
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<td></td>
</tr>
</tbody>
</table>

**RESIDENTIAL 2.5/UNIT**

- 4 RESIDENTIAL UNITS
- 10 SPACES REQUIRED
- 8 SPACES PROVIDED
- 2 SPACES ON STREET

**THERE IS LESS IMPACT TO PUBLIC ON-STREET PARKING BY 14 SPACES (16-2)**

Winter Park Land Development Code § 58-84 (3)
Upon a roll call vote on the first ordinance as amended, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

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

b. Request for 10 year Conditional Use approve extension for Mr. Felix Furst for the project at 170 S. Knowles Avenue.

Planning Director Jeff Briggs explained the request for the four unit townhouse project located at 170 S. Knowles Avenue and that this was back on the agenda because of a requirement of advertising. This would add another five years and would be effective until October 24, 2021.

Motion made by Commissioner Sprinkel to approve the extension of the conditional use request, seconded by Commissioner Leary. Upon a roll call vote, Mayor Bradley and Commissioners Leary and Sprinkel voted yes. Commissioners Cooper and McMacken voted no. The motion carried with a 3-2 vote.

c. Request of Winter Park Investors LLC on behalf of WAWA, Inc.: Conditional use approval to construct a convenience store and drive-in gas/fuel sales at 901 and 911 North Orlando Avenue

Each Commissioner disclosed their ex-parte conversations with the applicant. Planning Director Jeff Briggs summarized the site and the conditional use request. He noted that he is comfortable with the architecture of the proposed canopy and the landscaping and indicated that it is an upgrade from the minimum requirement listed in the code.

Applicant Brian Pomykacz, Real Estate Manager for WAWA, provided a presentation and video regarding the history of their company and how the company will integrate into the surrounding community.

Ryan Stahl, Equinox Development Group provided the site plan, showed renderings of the proposed building and explained how the building will look both inside and outside.

Motion made by Commissioner McMacken to approve the conditional use request, seconded by Commissioner Sprinkel.

Bill Shallcross, 1450 Bonnie Burn Circle, indicated that this is not a project that he would prefer to see in the City and encouraged the Commission to carefully consider approving the project.

Bee Epley, 151 N. Orlando Avenue, spoke in favor of the project.

Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.
Allan E. and Linda S. Keen
140 East Morse Boulevard
Residence K
Winter Park, FL 32789
407.645.4400

To: Honorable Mayor and Winter Park City Commissioners
Members of the Planning & Zoning Commission
Winter Park Planning Department Staff

From: Allan and Linda Keen

Date: May 26, 2015

Subject: Request to Modify a CUP for 170 East Morse/170 South Knowles

CC: Reid Berman and Residents of The Landmark Winter Park

On behalf of Linda and I, we wish to register and offer our strong support for the upcoming request of Mr. Berman, related to the property immediately adjacent to our residence at The Landmark.

As most of you know, I was the developer of The Landmark, and have continued to not only own our 2-story residence in the building, but have over time, owned a number of the residences for-sale; currently there are two (2) residences we still own that are for-sale, in addition to our personal residence, with a combined value of just under $6,000,000.

We take extreme pride in the quality and architectural elevation and style of The Landmark, and this property is now the home to eleven (11) families, including Linda and I. The combined value of those eleven (11) residences approaches $17,000,000... and with the added value of the two (2) remaining residences for-sale, The Landmark represents a substantial real estate investment in Winter Park, of over $20,000,000 just steps from Park Avenue.

With the love, sweat and substantial cash investment that we have made to this property, we are of course very interested in what any neighboring property will be developed into, and look like. I have known Mr. Berman, and his family, for over 25 years, and have seen the type and quality of their investments throughout Central Florida. They were an early developer in downtown Winter Park, with the high-quality three (3) story residential condominium located on Park Avenue across from St. Margaret Catholic Church. Also, I recently met with Mr. Berman, and carefully reviewed their plans for the adjacent property, as well as the proposed request before the P&Z and City Commission.
I have **no reservations** in offering Linda and my complete and unqualified support for the proposed project, including the requested variances presented in your staff report. As to the parking variance request, the current office building is significantly "under-parked", with the excess parking needs being served by the adjacent City parking areas, and with only three (3) residential units (with self-contained parking for those residences), the minor reduction in angular parking, adjacent to their Knowles Avenue frontage, is *de minimis*, and in fact will yield more public parking availability when the office building is removed from service.

There are no properties or individuals within the City of Winter Park that will be impacted more by this proposed project, however after reviewing their plans and request, we continue to offer our support, and respectfully ask that you look favorably upon this request, including the variances. This will be a fine addition to our growing downtown Winter Park residential base.

If anyone has any questions on any of the above, please do not hesitate to reach out to either Linda or me.

Thank you for your time in considering this application.

Take care.
Subject: Conditional Use for 1800 Lee Road.

This public hearing involves the request of Icon Residential for the redevelopment of the properties collectively referred to as the 1800 Lee Road property that have separate property addresses of 1746/1800/1802/1806/1810/1814/1818/1824/1828/1832 Lee Road. All of the properties have a Low Density Residential future land use designation in the Comprehensive Plan and are zoned Low Density Residential (R-2). The request is for Conditional Use approval under the R-2 provision for Cluster Housing to redevelop the properties with 30, two-story townhouses.

Summary:

Development Request: The proposed development consists of approximately 82,000 square feet of total residential buildings which yield townhouse units of an average size of 2,733 square feet inclusive of a two car garage for each unit. For purposes of comparison, the following table outlines the R-2 zoning requirements and the proposed dimensions of this project.

<table>
<thead>
<tr>
<th></th>
<th>R-2 Requirements</th>
<th>Project Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Size</td>
<td>3.45 acres</td>
<td>3.45 acres</td>
</tr>
<tr>
<td>Floor Area Ratio</td>
<td>Max. 55%</td>
<td>53.3%</td>
</tr>
<tr>
<td>Lot Coverage</td>
<td>Max. 35%</td>
<td>27.2%</td>
</tr>
<tr>
<td>Max. Impervious Coverage</td>
<td>Min. 65%</td>
<td>62.5%</td>
</tr>
<tr>
<td>Lee Road setback</td>
<td>30 feet</td>
<td>35 feet</td>
</tr>
<tr>
<td>Lakeside setback</td>
<td>50 feet</td>
<td>50 feet minimum</td>
</tr>
<tr>
<td>Western Side setback</td>
<td>10 feet</td>
<td>20 feet</td>
</tr>
<tr>
<td>Northern Side setback</td>
<td>30 feet</td>
<td>38-84 feet</td>
</tr>
<tr>
<td>Parking Required</td>
<td>75 spaces</td>
<td>72 spaces</td>
</tr>
<tr>
<td>Bldg. Height</td>
<td>35 feet</td>
<td>30-32 feet</td>
</tr>
</tbody>
</table>
There are currently eight one-story duplexes on this property (16 units) which will be demolished to make way for this redevelopment. The 30 new townhouse units are to be spread amongst nine separate buildings holding 2-4 units each. Four units in a building is the maximum permitted under the R-2 cluster housing regulations. Parking spaces shown for this project are 72 spaces. Each townhouse has a two-car garage. Under the requirements of the Code, this project would need 15 visitor parking spaces. To save trees located in the center development near the guest parking, the developer is asking for an exception of two parking spaces. The City Commission has the authority to grant this exception under the conditional use process.

Storm water retention will be accomplished through a combination of underground exfiltration and some retention swales within the lakefront portions of the site. Due to the shallow location of groundwater, given the lakeside location, the site has to be built up with fill so that there can be clearance between the underground exfiltration and the groundwater so that the system can function as designed.

The addition of this fill then necessitates the clear cut removal of all of the existing trees on the property except those bordering the lake edge. The landscape plan indicates the removal and compensation to be provided. Per the applicant’s tree survey, there will be 33 existing oak trees to be removed of a total size of 850 caliper inches. The replacement is 46 trees, each of 3 inches in diameter for a replacement 138 caliper inches.

These units will be sold fee simple with a Homeowners Association for maintenance of the common elements. There will be a re-plat of this property for the “lots” and common area tracts to be maintained by the HOA as well as indicating the easement areas needed for utilities.

The common area amenities will include some boat slip and gazebo/dock area for the use and enjoyment of the residents. The primary concern of the Lake Killarney Advisory Board is that the City control the number of structures and the number of boat/jet skis that add to the impact on lake usage. The applicant is asking for the ability for their residents to have 10 boat or Jet Ski slips and one common dock/gazebo for the residents. That number seems reasonable to staff but the actual design and location of these facilities is one item that needs further refinement. As such there will be a condition of approval requiring a subsequent review and approval by P&Z, as to the actual design and location.

The project also proposes to redevelop the privacy wall that exists along the Lee Road frontage. The existing wall is not in good condition structurally in some sections due to tree root/growth impacts since 1964. The applicant is proposing to move the wall closer to Lee Road, at a 10 foot setback and is requesting a variance for 7 feet of wall height in lieu of the typical code maximum of 6 feet. The subdivision code requirement would also apply such that the walls may not be completely linear but must contain jogs which will vary the distance from the sidewalk between 2-3 feet. Staff understands the need for a little more height and sound buffering given the location adjacent to Lee Road. As there is not a firm design at this time, there will be a condition of approval requiring a subsequent review and approval by P&Z, as to the actual design and configuration of the wall.

**Preliminary and Final CU:** 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, civil engineering plans, architectural perspective images of the building facades,
landscape plan, complete storm water retention design and a traffic impact information. With the exception of the design and location of the docks and a final design of the wall, the information in the attached submittal package is applicable.

Since the initial P&Z meeting there has been a site plan modification primarily to protect the tree canopy along the western property line that moved the building about 30 feet from that property line (in lieu of the 15 feet originally shown. This has not only been beneficial to that tree canopy but has also allowed the applicant to preserve some of the existing sand oaks within a tree well in the open space where the visitor parking is located. That revised plan has been shown to P&Z at their June 2nd meeting. Staff met with the developer and their representatives on Monday, June 15th to discuss revisions to the tree survey and landscape plan. On Tuesday, June 16th, staff received a revised landscape plan. This revised landscape plan is included in the backup materials and a revised set of plans is expected to be submitted showing all these modifications by Thursday, June 18, 2015. Upon receipt of the revised plans, staff will include them in the agenda material and send a copy to the Commission for review.

History of the Property: The current duplexes on these properties were built in 1964. In 2007 the P&Z Board and City Commission approved a redevelopment plan via this same Conditional Use process for a project of 27 two-story townhouses and based on that approval the property was sold to the current ownership group. However, shortly thereafter, the economy experienced the downturn and that project was not pursued. The current applicant has a contract to purchase these properties from that ownership group, contingent upon received these development approvals.

Context with Adjacent Properties: This property location sits in between two office properties with the Lee World Center, a three story building of 62,000 square feet on the west and the one-story Bank of 6,500 square feet on the east. As such there are no neighborhood impacts from this project.

Traffic/Mobility Impacts: The 30 townhouses will have a daily traffic generation of 285 trips per day. The existing 16 units generate 152 trips per day so the net increase is 133 trips per day. On Lee Road with an existing 35,500 cars a day, this increase is deminimus.

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 Lee Road allows left turns from the site. The added traffic impact is minimal.

Water/Sewer/Storm Water Utility: The applicant is aware of the requirements for the private lift station for sanitary sewer and the fire flow need for additional hydrants. The HOA will maintain the lift station and underground exfiltration system per Agreement with the City.

P&Z Summary and Conclusion:
The Planning and Zoning Board recognized that in 2007 the City approved a redevelopment plan for this property with a similar concept (two-story townhouses) and density (27 units). This location is on a four lane arterial State Highway (Lee Road) with 35,500 cars/day and sits between two office buildings. The one negative impact is that the storm water exfiltration design is causing the loss of many significant oak trees but overall, the applicant has provided a plan that meets the requirements of the Comprehensive Plan and Land Development Code. The only items to define further are the boat docks/gazebo and exterior wall design. Thus the P&Z Board recommended approval subject to the special conditions suggested by staff.

Please note that the revised site plan showing the approximately 30 foot setback to the western property line and the preservation of existing oaks adjacent to the visitor parking is to be the “approved” site plan. The applicant has committed to preserve the oak tree limb canopy that hangs over the property along the western property line and to construct a tree well to save some of the interior oak trees.

Planning and Zoning Board Recommendation:

Motion made by Mr. Weldon, seconded by Mr. Gottfried to grant conditional use approval to redevelop the 3.45 acres of properties collectively referred to as 1800 Lee Road, including the tax parcels of 1746/1800/1802/1806/1810/1814/1818/1824/1828/1832 Lee Road for a 30 unit townhouse development (cluster housing), on these properties zoned R-2 subject to the following conditions requested by staff:

1. The Icon Residential project entitlements comprise 30 residential two-story townhouses of approximately 82,000 total square feet which may be sold as fee simple units subject to the City’s review and approval of the re-plat, covenants/restrictions and HOA documents by staff and city attorney.

2. The final number, location and design of the docks and gazebos shall be reviewed and approved by the Planning & Zoning Board but may not exceed accommodations for more than 10 boats/jet skis and the re-plat covenants/restrictions and HOA documents shall reflect this restriction.

3. The final design of the privacy wall along Lee Road shall be reviewed and approved by the Planning & Zoning Board.

The motion carried unanimously by a 7-0 vote.
REQUEST OF ICON RESIDENTIAL FOR: CONDITIONAL USE APPROVAL TO REDEVELOP THE 3.45 ACRES OF PROPERTIES COLLECTIVELY REFERRED TO AS 1800 LEE ROAD, INCLUDING THE TAX PARCELS OF 1746/1800/1802/1806/1810/1814/1818/1824/1828/1832 LEE ROAD FOR A 30 UNIT TOWNHOUSE DEVELOPMENT (CLUSTER HOUSING), ON THESE PROPERTIES ZONED R-2.

Planning Manager Jeffrey Briggs presented the staff report and explained that this public hearing involves the request of Icon Residential for the redevelopment of the properties collectively referred to as the 1800 Lee Road property that are all in the same ownership but which have separate property addresses of 1746/1800/1802/1806/1810/1814/1818/1824/1828/1832 Lee Road. All of the properties have a Low Density Residential future land use designation in the Comprehensive Plan and are zoned Low Density Residential (R-2). The request is for Conditional Use approval under the R-2 provision for Cluster Housing to redevelop the properties with 30, two-story townhouses. There are currently eight one-story duplexes on this property (16 units) which will be demolished to make way for this redevelopment. Project Site is 3.45 acres. Mr. Briggs discussed the R-2 zoning requirements and the proposed dimensions of this project, preliminary and final Conditional Use approvals, history of the Property, compatibility with adjacent properties, traffic/mobility impacts and detailed the current redevelopment proposed by the applicant. The proposed redevelopment consists of approximately 82,000 square feet of total residential buildings which yield townhouse units of an average size of 2,733 square feet inclusive of a two car garage for each unit. Mr. Briggs briefly touched on the concerns and comments received from other departments.

Mr. Briggs concluded by stating that the staff recognizes that in 2007 the City approved a redevelopment plan for this property with a similar concept (two-story townhouses) and density (27 units). This location is on a four lane arterial State Highway (Lee Road) with 35,500 cars/day and sits in between two office buildings. The one negative impact is that the storm water exfiltration design is causing the loss of many significant oak trees. Overall, the applicant has provided a plan that meets the requirements of the Comprehensive Plan and Land Development Code. The only items to define further are the boat docks/gazebo and exterior wall design. After significant review, staff has analyzed the Conditional Use and is recommending approval subject to the following special conditions:

1. The Icon Residential project entitlements comprise 30 residential two-story townhouses of approximately 82,000 total square feet which may be sold as fee simple units subject to the City’s review and approval of the re-plat, covenants/restrictions and HOA documents by staff and city attorney.
2. The final number, location and design of the docks and gazebos shall be reviewed and approved by the Planning & Zoning Board but may not exceed accommodations for more than 10 boats/jet skis and the re-plat covenants/restrictions and HOA documents shall reflect this restriction.

3. The final design of the privacy wall along Lee Road shall be reviewed and approved by the Planning & Zoning Board.

Mr. Briggs responded to Board member questions and concerns.

Brian Kiraly, 2190 South Belcher Road, Largo, represented Icon Residential. He stated that the applicant agrees with the staff report and the conditions as presented by Mr. Briggs. He further discussed parking, architectural details, ingress/egress. He confirmed that the applicant will build a private lift station for this project. Mr. Kiraly and Mr. Ryan Studzinski of Icon Residential responded to Board member questions and concerns.

The following people addressed the Board concerning the request: Bob Maska, 1820 Lee Road; Paul Gaulding, 1121 Park Green Place; Bee Epley, 151 North Orlando Avenue; Linda Young, 1808 Lee Road; Karen Gray, 1832 Lee Road; Resident of 1814 Lee Road; Perry Poyor, 1830 Lee Road. The existing residents within the properties that spoke expressed concern about the impact on the existing cove, additional boat docks, the proposed height of the townhomes, traffic on Lee Road, the loss of trees, and the impact that the redevelopment would have on the existing wildlife. The residents that reside at the property currently expressed frustration over the upkeep of the property, their displacement and expressed frustration that no one from the ownership, management or prospective buyers would talk to them or provide them any information for them to plan for the future.

No one else wished to speak. Public Hearing closed.

The Planning Board members expressed sympathy to the residents that no one on the ownership or development side had made any effort to provide information regarding their future. However, the Chairman noted that a lease agreement provides rights and privileges to the tenants but also provides the opportunity for the owners to redevelop their property at the end of the lease periods. The role of the P&Z Board then is limited to review of those prospective plans if the ownership decides to redevelop.

The Board members noted that the redevelopment plans were in conformance with the R-2 code regulations and no variances were requested. Mr. Gottfried added that the St. Johns WMD reviews the storm water system and impacts upon wetlands and thereby impacts on wildlife. The Board agreed that the items to return for further review were important for the ecology of the lake and for the aesthetics of project.

Motion made by Mr. Weldon, seconded by Mr. Gottfried to grant conditional use approval to redevelop the 3.45 acres of properties collectively referred to as 1800 Lee Road, including the tax parcels of 1746/1800/1802/1806/1810/1814/1818/1824/1828/1832 Lee Road for a 30 unit townhouse development (cluster housing), on these properties zoned R-2 subject to the following conditions requested by staff:

4. The Icon Residential project entitlements comprise 30 residential two-story townhouses of approximately 82,000 total square feet which may be sold as fee simple units subject to the City's review and approval of the re-plat, covenants/restrictions and HOA documents by staff and city attorney.

5. The final number, location and design of the docks and gazebos shall be reviewed and approved by the Planning & Zoning Board but may not exceed accommodations for more than 10 boats/jet skis and the re-plat covenants/restrictions and HOA documents shall reflect this restriction.
6. The final design of the privacy wall along Lee Road shall be reviewed and approved by the Planning & Zoning Board.

Motion carried unanimously by a 7-0 vote.
Revised Site Plan - June 1, 2015

Per request of owner of Lee Wald Center, site plan makes buildings 30 ft. setback to save existing tree limb canopy along the common property line.
Shift in the location of the BBQs also allows preservation of existing oaks within interior open space.
The following spoke in favor of the conditional use approval:

Michael Harbison, 2150 Forrest Road
Joe Terranova, 700 Melrose Avenue – expressed concerns with the wetlands mitigation and asked that they be permanently protected and that the mitigation be done at the Clayton property.
Muriel Dubuc, Mayflower resident
Jack Williamson, Mayflower resident

The following submitted a letter of opposition to the conditional use approval which Attorney Cheek read into the record: S. Charles Modell, 1230 Sunset Drive (representing the Gallery Condominiums).

Barbara Smith, 2427 Gallery View Drive, did not speak for or against the project but expressed concerns with the construction phase, the dirt and noise and the two lane road that will be used during the construction. She asked what can be done to keep these concerns at a minimum.

Motion made by Commissioner Metcalf to approve the conditional use request, and seconded by Commissioner Bridges for discussion. Commissioner Bridges stated she supports the project but asked if there is a way to help mitigate the traffic issues during the construction phase. Mr. Kolb responded there are ways to help this and they will be developing those plans. He stated they will consider an alternate access road that may be a solution to both the construction and emergency access. Mr. McGuffin spoke about their sensitivity with the Gallery Condominium resident's concerns regarding traffic. Mayor Strong asked if there was any way we could regulate the construction traffic during the construction period that would alleviate some of the concerns. Attorney Cheek responded as well as Mr. Kolb who spoke about a satellite parking area for construction traffic which will alleviate some of the traffic back and forth. Further discussion ensued regarding the size of the building. The motion carried unanimously.

A recess was taken from 5:16 – 5:20 p.m.

b) Conditional Use Approval-Request to construct 27 two-story townhouse units on the 3.4 acre property at 1800 Lee Road.

Planning Director Jeff Briggs explained the location of the request and the other issues related to the project that have been resolved regarding the gated entrance into the property, the access and tree preservation. He stated they have adequate parking, the stormwater retention meets the code and that the site plan has been perfected. He added that there is more architectural detail and the architecture of the individual buildings has been improved. He addressed the Planning and Zoning approval with conditions. Commissioner Metcalf inquired into the rules currently in place regarding gates. Mr. Briggs responded there is a prohibition in the code about private streets and further spoke regarding this issue. There was discussion as to why the applicant asked for a gate, that the code does not prohibit it and that all public safety concerns have been eliminated.

Representing the applicant, Attorney Allison Yurko and Ed Avellaneda provided a power point presentation outlining the details of the project. Ms. Yurko asked that the record reflect the following: "That they have talked a lot with the adjacent neighbor to the west and that they will cooperate in good faith with the neighbor at 1850 Lee Road on sewer related issues and that they will use best efforts to preserve the density and health of the seven trees near the western
boundary of their property. She stated they are actually located on the neighbor’s property but that they wanted assurances that they would try and preserve the trees. She stated this is also important to them because that is their buffer between the commercial property to the west and their parcel. She stated that staff is going to add a phrase to recommendation #2.

Michael (unknown), Lakefront Boulevard, asked that the cypress trees be preserved along the perimeter. He spoke about the stormwater runoff swales between the trees and the water and asked how that will be created and that this be considered. He stated he is not against gating their community. It was assured by the applicant that the existing trees will remain and that the trees behind the swales are new trees that will be added.

Motion made by Commissioner Metcalf to approve the conditional use request, subject to the following conditions as approved by the P&Z:
1. Applicant is to bring back for final development plan approval, the final site plan, civil plans (retention), final architectural elevations, tree preservation protection plan and landscape/hardscape plans to P&Z for review and approval; and
2. Applicant is to modify the stormwater retention area to increase separation from the cypress trees (indicated by numbers 41, 43 and 46 on the tree survey) to 35 feet for better protection of the tree root systems and preservation of those trees.

Motion was seconded by Commissioner Bridges. Commissioner Bridges commented about the gated community and if this is precedent setting. There was further discussion regarding the allowance of gates within the City. Commissioner Metcalf commented against gates. He spoke about the future gateways of the City and the future of Lee Road to look like other areas of the City but without gates. Attorney Yurko spoke about the importance of the gate for the project. Mayor Strong and Commissioner Eckbert addressed their preference of a gate at this location. Mayor Strong commented about Lee Road having its own set of circumstances and issues that would warrant a gate that may not be warranted at most other City locations. He stated that the project is an upgrade for the community and that the gate does not detract from that upgrade significantly. Commissioner Bridges asked that the issue of gates within the City be discussed at a future work session as part of the visioning process. The motion carried unanimously.

c) Conditional Use Approval-Request to allow the three properties at 634/640/642 West Comstock Avenue to be used for the construction of four individual one-story single family homes.

Planning Director Jeff Briggs explained that this is a combined request from the City and the Hannibal Square Community Land Trust. He showed the location of the three 50’ lots on the south side of Comstock Avenue. He commented that instead of building three large homes, they worked to promote the goals of the affordable work force housing. He addressed the layout showing four smaller homes; 1,100-1,300 square feet in size; one single center drive, and parking behind the two front residences. He stated this is before the Commission because of the conditional use request to build four affordable houses versus the three that are permitted. He stated there are no variances, besides the conditional use, as it meets the parking requirements, external setbacks, and Floor Area Ratio (FAR).

Mary Daniels, 650 Canton Avenue, asked for approval of the request as presented.

Joe Terranova, 700 Melrose Avenue, spoke in favor of the request because it increases affordable housing.
1800 Lee Rd. Townhomes
City of Winter Park, Florida Parcel I.D. #
01-22-29-5224-00-006,007,010,045,086,087,089,091,109

for

by

G L SUMMITT
ENGINEERING INC

Project Team

Owner
Or 1800 Associates, LTD
3317 Se 13th St.
Orlando, Florida 32803

Surveyor
Tampa Survey, PMA
2500 W. Drive, Suite 4
Tampa, Florida 33611

Developer
ICON Residential
1800 Lee Road
Winter Park, Florida 32789

Civil Engineer
J.L. Winters Engineering, Inc.
1800 Lee Road
Winter Park, Florida 32789

Landscape Architect
Foundations Design Studio, L.L.C.
1800 Lee Road
Winter Park, Florida 32789

Environmental
Blumberg Consulting, Inc.
3320 E. Colonial Dr.
Winter Park, Florida 32789

Utilities

Drinking Water
City of Winter Park
401 S. Park Ave.
Winter Park, Florida 32789

Sanitary Sewer
City of Winter Park
401 S. Park Ave.
Winter Park, Florida 32789

Garbage Disposal
City of Winter Park
401 S. Park Ave.
Winter Park, Florida 32789

Tower
City of Winter Park
401 S. Park Ave.
Winter Park, Florida 32789

Telephone

Cable

Environmental

1800 Lee Road Townhomes
City of Winter Park, Florida
Preliminary Development Plan

Coversheet

Drawing Index

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Revised
02-22-15
02-22-15
02-22-15
02-22-15
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Subject: Ordinance to Update Zoning Terminology.

This public hearing is to consider an Ordinance, requested by the City Commission, to update the Zoning Code text by removing the antiquated term of “servants” and replacing it with “domestic service employees”.

Summary:

When the City discussed the lot consolidation request at 1251/1252 Lakeview Drive there was discussion of a proposed ‘guest house”. In the Zoning Code text, the use of guest houses is limited to family members, visitors and “servants”. This is an antiquated term going back to the adoption of this zoning regulation in 1952. The City Commission asked that staff update this terminology and the city attorney has prepared the accompanying ordinance to accomplish that request.

Planning and Zoning Board Recommendation:

Motion made by Mr. Sacha, seconded by Mr. Gottfried to APPROVE amending sections 58-71 and 58-95 of Article III, Zoning, Chapter 58, Land Development Code to clarify language by removing the antiquated term “Servant”.

Motion carried unanimously with a 7-0 vote.
ORDINANCE NO.___________

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING SECTIONS 58-71 AND 58-95 OF ARTICLE III, ZONING, CHAPTER 58, LAND DEVELOPMENT CODE TO CLARIFY LANGUAGE BY REMOVING THE ANTIQUATED TERM "SERVANT"; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to clarify the language in the City Code by removing the antiquated term "servant"; and

WHEREAS, this Ordinance promotes the health, safety and welfare of the City residents; and

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

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

Section 1. Sub-section (i)(8) of Section 58-71, General Provisions for Residential Zoning Districts, of Chapter 58, Land Development Code, is hereby amended to read as follows:

* * *

(i) Accessory buildings, structures, air-conditioning equipment and other accessory uses in residential zones.

* * *

(8) Guesthouses or garage apartments are permitted accessory uses when they provide accommodations for guests, servants domestic service employees or members of a family occupying the main building on the same property. Guesthouses or garage apartments shall not exceed 1,000 square feet of floor area. Guesthouses or garage apartments as permitted accessory uses may not have a kitchen area or cooking facilities. They also may not have separate utility meters or be rented, let or hired out for occupancy whether compensations be paid directly or indirectly. In order to insure that these provisions are understood as ownership of property transfers and to protect the city from a proliferation of prohibited nonconforming rental uses, all applicants for building permits for guesthouses or garage apartments, or for the substantial improvement of same shall record a deed restriction outlining the above restrictions and conditions of that building permit. That deed restriction shall be recorded prior to the issuance of the building permit and shall be removed only with the consent of the city. Substantial improvement for the purposes of this section shall be work totaling more than 25 percent of the replacement construction value of the original accessory structure.
Section 2. Section 58-95, Definitions, of Chapter 58, Land Development Code, is hereby amended as follows:

Dwelling, single-family means a detached building designed for or occupied exclusively by one family, including guests and servants domestic service employees employed on the premises and having but one kitchen.

Family means one or more persons occupying a single dwelling unit, provided that unless all members are related by blood, marriage or adoption, no such family shall contain over three unrelated persons, but further provided that domestic servants domestic service employees employed on the premises may be housed on the premises without being counted as a family or families.

Section 3. Incorporation Into Code. This ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 5. Conflicts. All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.

Section 6. Effective date. This ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held at City Hall, Winter Park, Florida, on the ____ day of ________________, 2015.

Mayor Steve Leary

Attest:

________________________
Cynthia Bonham, City Clerk
REQUEST OF THE CITY OF WINTER PARK FOR: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING SECTIONS 58-71 AND 58-95 OF ARTICLE III, ZONING, CHAPTER 58, LAND DEVELOPMENT CODE TO CLARIFY LANGUAGE BY REMOVING THE ANTIQUATED TERM "SERVANT".

Planning Manager Jeffrey Briggs presented the staff report and explained that this public hearing was to consider an Ordinance, requested by the City Commission, to update the Zoning Code text by removing the antiquated term of "servants".

When the City discussed the lot consolidation request at 1251/1252 Lakeview Drive there was discussion of a proposed 'guest house". In the Zoning Code text, the use of guest houses is limited to family members, visitors and "servants". This is an antiquated term going back to the adoption of this zoning regulation in 1952. The City Commission asked that staff update this terminology and the city attorney has prepared the accompanying ordinance to accomplish that request.

No one wished to speak to this item.

The Planning Board members agreed that it was appropriate to update this terminology.

Motion made by Mr. Sacha, seconded by Mr. Gottfried to APPROVE amending sections 58-71 and 58-95 of Article III, Zoning, Chapter 58, Land Development Code to clarify language by removing the antiquated term "Servant".

Motion carried unanimously with a 7-0 vote.
subject

Resolution for the authorization of City Manager Randy B. Knight to execute the Quiet Zone Improvement Agreement between the State of Florida Department of Transportation and the City of Winter Park. (Required by FDOT)

motion | recommendation

Approval

background

On June 8, 2015, the City Commission approved execution of the Quiet Zone Agreement subject to final review and approval by the City Attorney, allocating no more than $710,900 (Seven Hundred Ten Thousand Nine Hundred Dollars and 00/100) as the City’s match.

alternatives | other considerations

None

fiscal impact

$710,900 from the Hurricane Recovery Fund.
RESOLUTION NO. __________

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, TO EXECUTE THE QUIET ZONE IMPROVEMENT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF WINTER PARK FOR CAPITAL IMPROVEMENTS IN RESPONSE TO THE USE OF LOCOMOTIVE HORNS AT HIGHWAY-RAIL GRADE CROSSINGS.

WHEREAS, the State of Florida Department of Transportation and the City of Winter Park, Florida, desire to facilitate the Quiet Zone Rail Initiative;

WHEREAS, the State of Florida Department of Transportation has requested the City of Winter Park, Florida, to execute and deliver to the State of Florida Department of Transportation Quiet Zone Improvement Agreement for the aforementioned project, FMN: 436014-1-52-08;

WHEREAS, the City Commission has determined that the implementation of the Quiet Zone Rail Initiative will benefit the public; and

WHEREAS, the City Commission has determined that based on the City’s current budget, it may allocate no more than Seven Hundred Ten Thousand Nine Hundred Dollars and 00/100 ($710,900.00) to the project.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Winter Park, Florida, that Randy B. Knight, City Manager, is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Quiet Zone Improvement Agreement for the aforementioned project, FMN: 436014-1-52-08.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 22nd day of June, 2015.

____________________________________
Steven Leary, Mayor

ATTEST:

__________________________________
Cynthia S. Bonham, City Clerk
Subject: Comprehensive Plan and Zoning Code Amendments for Expanded FAR for Parking Garages within the Orlando Avenue Corridor.

This public hearing is a request by Unicorp National Developments, Inc to amend the Comprehensive Plan future land use element and the Zoning Code to add a provision that would allow additional floor area ratio (FAR) or square footage to parking garages predicated upon an equal split of public and private parking from that increased FAR or garage size.

Summary:

Unicorp received a final conditional use approval for their Lakeside Crossing project from the Planning Board on April 7, 2015 and from the City Commission on April 27, 2015, for the property at 110 N. Orlando Avenue, zoned C-3. Unicorp now desires to expand the project parking garage by 77 parking spaces which would change it from a 2½ level structure to a 3 level structure. The request also commits that one-half of those spaces (38 spaces) would be deemed “private parking” that could be used for expanded restaurant seating and the other half would be deemed “public parking” to be provided in excess of the City’s parking code requirements.

Comprehensive Plan/Zoning Code Amendment:

In order to illustrate the effect of these amendments on their Lakeside Crossing project, the Lakeside Crossing – Alternate Parking Option plans are attached to show the comparisons between the approved 2½ level garage and the proposed 3 level garage. The footprint dimensions, location and setbacks of the parking garage have not changed. The only change is that the parking garage would be fully two-stories in height (25 feet tall approx.) on all sides with parking on the roof/upper third level.

Because there is additional covered area within the expanded parking garage, that added covered area must be counted toward the floor area ratio (FAR). This expanded parking garage covers an additional 25,937 square feet which increases the floor area ratio from the previous approval at 44.17% FAR to 60.87% FAR.

Under the City’s Comprehensive Plan and Zoning Code, the City Commission may exclude the floor area of “public parking” from the floor area ratio calculation. Public parking is defined as those spaces provided above the minimum zoning code requirements. Subtracting the floor area of the 39 “public parking” spaces to be provided within this parking garage that are in
excess of the zoning code requirements would then reduce the proposed floor area ratio to 52.52% FAR. Also, technically, 19 spaces of the 40 spaces provided on this site for the Lakeside (Trader Joes) project are also over and above the zoning code requirements and by definition "public parking". If one additionally subtracted those 19 spaces and the floor area thereof, it would reduce the "official" floor area ratio to 48.4% FAR or 3.4% above Code.

The current Comprehensive Plan and C-3 Zoning already permit up to a 60% FAR when there is a mixed use building project that has residential units on the upper floors. The Comprehensive Plan and C-3 Zoning also permits up to a 50% FAR if the project is a hotel. The existing floor area of the Mt. Vernon Inn including the covered balcony areas is an FAR of 56.7%. Thus the requested project size is comparable to what currently exists on the property. Staff does recognize that this application scenario addresses a single use project where the extra FAR is needed for parking garage space due to the higher parking requirements for restaurant businesses.

This Comprehensive Plan amendment and Zoning Code change would apply potentially to all properties that have frontage along the US Highway 17-92 (Orlando Avenue) corridor. The economics of this provision will make the likelihood of others requesting increased FAR based on this amendment unlikely. Spaces within parking garages cost roughly $15,000 per space when built in structures to the quality required by the City. Any future developer working to use this amendment needs to build one public parking space for each private parking space. In essence, the cost of one private space is $30,000, making the investment in parking significant to any project.

**The Comprehensive Plan Approval Process:**

The method required to allow for the expansion of this parking garage is to amend the Comprehensive Plan and C-3 Zoning Code to allow for this additional FAR. However, as requested it would only be for the special case when the additional parking garage spaces are split equally between private and public parking. Rather than make it a city-wide provision, this specific Comprehensive Plan Amendment would apply only to properties fronting on Orlando Avenue within the US Highway 17-92 Corridor Planning Area by adding a new policy to read as shown below. Similar text would then be added to the C-1 and C-3 zoning regulations in order to implement this provision within the Zoning regulations. Both ordinances, as approved by the city attorney, are attached for your review.

**Policy 1-4.1.1.16: Provide for Increased Floor Area Ratio on Orlando Avenue Based on Construction of a Parking Garage and Provision of Dedicated Public Parking.** Notwithstanding the commercial intensity limits established elsewhere in this element, this policy shall enable the properties fronting on Orlando Avenue to be developed with a maximum commercial intensity (Floor Area Ratio) of 60% as long as: 1) all FAR above 45% is applied to a parking garage; and 2) one-half of the floor area ratio that is above 45% is dedicated public parking. The dedicated public parking spaces shall be over and above the parking spaces required for the commercial project pursuant to the City of Winter Park Land Development Code.

**Amendment of the Conditional Use for the Revised Parking Garage Plans:**

The applicant has been working with the city staff to redesign the parking garage toward conformance with the concepts outlined in the draft Parking Garage Design Guidelines that were presented conceptually to the Planning Board and City Commission. The Conditional Use for this project will need to be amended to reflect the expanded parking garage but that cannot
be done by the City Commission until the second reading and adoption of these Ordinances. Because this Comp. Plan amendment is a "large scale" text amendment, it has to be sent to the Florida Dept. of Economic Opportunity (FDEO) for review and comment. That is approximately a two month process. The specific plans for the revised parking garage (interior and exterior) plus exterior landscaping will be on a future agenda.

Planning Board Summary:

The Planning and Zoning Board consensus was that there is significant public benefit to this request in providing the patrons of Lakeside Crossing with 39 more parking spaces above and beyond the code requirements. While that is only 10% more parking, it is 10% more parking than previously agreed to. P&Z felt that those 39 extra parking spaces would be helpful during the peak times for the three proposed restaurants.

The Planning Board also expressed that appearance of a full 2-story parking garage at approximately the same height (25 feet) as the commercial buildings would look appropriate in terms of architecture and scale. Also they noted that when one discounts the "public parking" aspect of the request, the amount of floor area ratio above Code (48.4% FAR versus 45% FAR) is not significant. Even without the public parking discounts, the total FAR of 60.87% FAR is a size and scale that was contemplated within the Commercial future land use category of the Comprehensive Plan and the C-1/C-3 Zoning Code and not much more than the gross floor area of the existing Mt. Vernon Inn.

Planning and Zoning Board Recommendation:

Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the Ordinance amending Chapter 58 "Land Development Code" Article J, "Comprehensive Plan" so as to add a new policy to the US Highway 17-92 corridor study area "J" to provide for additional floor area ratio for parking garages if equal private and public parking is provided. 
Motion carried unanimously with a 5-0 vote. J. Johnston and Slocum abstained.

Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the Ordinance amending Chapter 58 "Land Development Code" Article III, "Zoning" so as to change within Sections 58-74 and 58-76 Commercial C-1 and C-3 districts, so as to allow for added floor area ratio for parking garages if equal private and public parking is provided. 
Motion carried unanimously with a 5-0 vote. J. Johnston and Slocum abstained.
Planning & Zoning Board minutes: June 2, 2015:

REQUEST OF UNICORP NATIONAL DEVELOPMENTS, INC. FOR: AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO ADD A NEW POLICY TO THE US HIGHWAY 17-92 CORRIDOR STUDY AREA "J" TO PROVIDE FOR ADDITIONAL FLOOR AREA RATIO FOR PARKING GARAGES IF EQUAL PRIVATE AND PUBLIC PARKING IS PROVIDED.

REQUEST OF UNICORP NATIONAL DEVELOPMENTS, INC. FOR: AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" SO AS TO CHANGE WITHIN SECTIONS 58-74 AND 58-76 COMMERCIAL C-1 AND C-3 DISTRICTS, SO AS TO ALLOW FOR ADDED FLOOR AREA RATIO FOR PARKING GARAGES IF EQUAL PRIVATE AND PUBLIC PARKING IS PROVIDED.

Chairman J. Johnston and Randall Slocum indicated that they had conflicts involving previous work for the applicant and thus would not be voting or participating in the discussion. The meeting was turned over to Vice-Chairman, Gottfried.

Planning Manager Jeffrey Briggs presented the staff report and explained that Unicorp National Developments, Inc. desires to expand the project parking garage by 77 parking spaces which would change it from a 2½ level structure to a 3 level structure. The request also commits that one-half of those spaces (38 spaces) would be deemed “private parking” that could be used for expanded restaurant seating and the other half would be deemed “public parking” to be provided in excess of the City’s parking code requirements. Mr. Briggs detailed that to accomplish the expansion of the parking garage the City would need to amend the Comprehensive Plan and Zoning Code to enable the larger floor area ratio (FAR) needed.

Mr. Briggs explained that under the City’s Comp. Plan and Zoning Code, the City Commission may exclude the floor area of “public parking” from the floor area ratio calculation. Public parking is defined as those spaces provided above the minimum zoning code requirements. Subtracting the floor area of the 39 “public parking” spaces to be provided within this parking garage that are in excess of the zoning code requirements would then reduce the proposed floor area ratio to 52.52% FAR. Also, technically, 19 spaces of the 40 spaces provided on this site for the Lakeside (Trader Joes) project are also over and above the zoning code requirements and by definition “public parking”. If one additionally subtracted those 19 spaces and the floor area thereof, it would reduce the “official” floor area ratio 48.4% FAR or just 3.4% above Code.

This Comprehensive Plan amendment and Zoning Code change would apply potentially to all properties that have frontage along the US Highway 17-92 (Orlando Avenue) corridor. The economics of this provision will make the likelihood of others requesting increased FAR based on this amendment unlikely. Spaces within parking garages cost roughly $15,000 per space when built in structures to the quality required by the City. Any future developer working to use this amendment needs to build one public parking space for each private parking space. So at $30,000 per parking space, that alone will limit the future applicability.

The method required to allow for the expansion of this parking garage is to amend the Comprehensive Plan and C-3 Zoning Code to allow for this additional FAR. However, as requested it would only be for the special case when the additional parking garage spaces are split equally between private and public
parking. Rather than make it a city-wide provision, this specific Comp. Plan amendment would apply only to properties fronting on Orlando Avenue within the US Highway 17-92 Corridor Planning Area by adding a new policy to read as shown below. Similar text would then be added to the C-1 and C-3 zoning regulations in order to implement this provision within the Zoning regulations. Mr. Briggs then answered questions from the Board members concerning the Parking Management Plan and other aspects of the parking garage. Mr. Briggs clarified that this action tonight does not provide an approval for the expanded parking garage but only enables a future application (likely in August) at which time the specific detail of the project would be reviewed.

Amy Shuman, represented Unicorp National Developments. She stated that they are in agreement with the staff report and that she is available to respond to Board member questions and concerns.

Lurlene Fletcher, 811 English Court expressed concerns over the increased density and traffic from an expanded parking garage.

Joe Terranova, 151 North Virginia Avenue, stated that it is to the advantage of the City to increase parking wherever possible, especially when a developer volunteers to provide more parking that Code. He stated that he sent an email about other aspects of the design of the expanded garage but understands those items will be discussed at a future meeting.

Shelia Reid, 780 Carver Street, questioned how the parking garage will be controlled.

No one else appeared to speak and the public hearing was closed.

The Planning Board members briefly discussed the application and the consensus was that the public benefit to this request is that the patrons of the Lakeside Crossing businesses will have 39 more parking spaces above and beyond the code requirements to use and those 39 extra parking spaces would be helpful during the peak times for the three proposed restaurants. The Board members expressed that these Ordinances would only apply when the City receives parking above the Code requirements and that each future request could be approved or denied.

Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the Ordinance amending Chapter 58 “Land Development Code” Article J, "Comprehensive Plan” so as to add a new policy to the US Highway 17-92 corridor study area “J” to provide for additional floor area ratio for parking garages if equal private and public parking is provided.
Motion carried unanimously with a 5-0 vote. J. Johnston and Slocum abstained.

Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the Ordinance amending Chapter 58 “Land Development Code” Article III, "Zoning" so as to change within Sections 58-74 and 58-76 Commercial C-1 and C-3 districts, so as to allow for added floor area ratio for parking garages if equal private and public parking is provided.
Motion carried unanimously with a 5-0 vote. J. Johnston and Slocum abstained.
Relevant Comprehensive Plan Policies:

Policy 1-2.1.4: Floor Area Ratio Defined. Floor Area Ratio (FAR) shall be defined as the sum of the gross horizontal areas of the several floors of a building or buildings measured from the exterior surface of the walls divided by the land area of the site. The site land area must be entirely one contiguous land mass and shall not include land isolated or separated from the main site by a street or water body. The gross floor area ratio in square feet of the building or buildings on the property (and contiguous properties being used in connection with such building(s) divided by the area of such property in square feet. This mathematical expression (gross floor area ÷ land area = floor area ratio) shall determine the maximum building size permitted. Basement areas or other below grade floor areas are excluded from the floor area when more than one-half of that basement or floor height is below the established curb level. The area of stairways, elevators, and multi-story rooms or atriums shall be counted on each floor level. The floor area of private parking garages (above grade) or parking levels shall be counted toward the floor area ratio when such parking is provided to meet the parking requirements of the Land Development Code except for the top open parking level if it is open and uncovered. The public parking component of any parking garage may be excluded from the floor area ratio calculation by the City Commission.

Policy 1-3.8.2: Include Parking Garages in Floor Area Ratio and Lot Coverage Calculations. The City shall include all above grade parking garages in Floor Area Ratio and Lot Coverage calculations. However, public parking garages or the public portion of public/private garages may be excluded from this requirement by the City Commission.

Policy 1-2.3.1: Commercial. This land use designation includes both the wide variety of commercial retail uses, restaurants, and various professional office uses. It is designed to relate to those areas zoned C-1, C-3 and C-3A, but may also include areas zoned I-1 when used for commercial or office or residential purposes. This designation also allows a density of residential uses as a conditional use up to 17 units per acre. Residential units however, shall only be permitted above the first or ground floor level. The intensity of use (floor area ratio) of buildings in this designation may not exceed the standards as listed in the Maximum Future Land Use Density/Intensity Table and as governed by the maximum number of stories permitted in the Maximum Height Map within this Future Land Use Element.
<table>
<thead>
<tr>
<th>Density (units/acre)</th>
<th>Office</th>
<th>Commercial</th>
<th>Medium Density PD 1</th>
<th>High Density PD 2</th>
<th>C.B.D.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>17 units/acre</td>
<td>17 units/acre</td>
<td>17 units/acre</td>
<td>25 units/acre</td>
<td>17 units/acre</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Intensity (FAR)</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 2-3 story limit</td>
<td>45%*+ 60%**</td>
<td>45%*+ 60%**</td>
<td>130%</td>
<td>130%</td>
<td>200%</td>
</tr>
<tr>
<td>Up to 4 story limit</td>
<td>45%*+ 60%**</td>
<td>45%*+ 60%**</td>
<td>175%</td>
<td>200%</td>
<td>Not permitted</td>
</tr>
<tr>
<td>Up to 5-8 story limit</td>
<td>45%*+ 60%**</td>
<td>45%*+ 60%**</td>
<td>N/A</td>
<td>250%</td>
<td>Not permitted</td>
</tr>
</tbody>
</table>

Note: *All categories count private parking garage floor space toward FAR limits.*
Maximum number of stories is determined by the Maximum Height Map and may be further restricted by other policies of this Comprehensive Plan.

+ The 45% FAR may be increased up to 5% if parking for the increase is entirely underground beneath the foot print of the building or if the building’s upper floor(s) cantilevered over such parking or for hotel buildings.

* For any building project exclusively commercial or office; or any mix of commercial or office uses.

** For any building project at least 85% commercial or office on the first floor with residential units on upper floors.

Note: This table reflects the maximum intensities that may be permitted in the underlying zoning district. The maximum intensity that will be approved on any specific site will be based on the applicable development regulations and the ability of the project to further promote the goals of the City, but is not an entitlement.
ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" IN THE FUTURE LAND USE ELEMENT SO AS TO ADD A NEW POLICY TO THE US HIGHWAY 17-92 CORRIDOR PLANNING AREA "J" TO PROVIDE FOR ADDITIONAL FLOOR AREA RATIO FOR PARKING GARAGES IF EQUAL PRIVATE AND PUBLIC PARKING IS PROVIDED; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

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

WHEREAS, the City Commission desires to amend the Comprehensive Plan, Future Land Use Element, within US Highway 17-92 Corridor planning area "J" in order to allow floor area ratios up to 60%, if the increase over a 45% floor area ratio is exclusively for parking garage spaces and where the resultant increase in parking spaces are equally split between private and public parking, and

WHEREAS, such amendment 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 Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on June 2, 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 at which the City Commission has 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", is hereby amended by adding a new Future Land Use Policy within the US Highway 17-92 Corridor Planning Area "J" on Page 1-61 of the Goals, Objectives and Policies to read as follows:
**Policy 1-4.1.3.16: Provide for Increased Floor Area Ratio on Orlando Avenue Based on Construction of a Parking Garage and Provision of Dedicated Public Parking.** Notwithstanding the commercial intensity limits established elsewhere in this element, this policy shall enable the properties fronting on Orlando Avenue to be developed with a maximum commercial intensity (Floor Area Ratio) of 60% as long as: 1) all FAR above 45% is applied to a parking garage; and 2) one-half of the floor area ratio that is above 45% is dedicated public parking. The dedicated public parking spaces shall be over and above the parking spaces required for the commercial project pursuant to the City of Winter Park Land Development Code.

**SECTION 2. Codification.** This ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

**SECTION 3. Severability.** If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

**SECTION 4. Conflicts.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 5. Effective Date of Ordinance.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administrative Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administrative Commission, this amendment may nevertheless be made effective by the adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

**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.

Attest: ____________________________  Mayor Steve Leary

City Clerk
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, “LAND DEVELOPMENT CODE”, ARTICLE III, “ZONING”, SECTIONS 58-74 COMMERCIAL (C-1) DISTRICT AND 58-76 COMMERCIAL (C-3) DISTRICT, SO AS TO ALLOW FOR ADDED FLOOR AREA RATIO FOR PARKING GARAGES IF EQUAL PRIVATE AND PUBLIC PARKING IS PROVIDED, LIMITED TO LOCATIONS ALONG THE ORLANDO AVENUE CORRIDOR; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City Commission has amended the Comprehensive Plan to provide for additional floor area ratio allowance for parking garages subject to limits on their location and usage; and

WHEREAS, this Land Development Code amendment is needed to implement the policy amendment within the Comprehensive Plan so that the two Codes are consistent and not in conflict; and

WHEREAS, the zoning text amendment is consistent with the Comprehensive Plan, the requested zoning text changes will achieve conformance with the Comprehensive Plan, 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 City Staff recommends this Ordinance, and the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their June 2, 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; and
WHEREAS, words with double underlined type shall constitute additions to the original text and strike through shall constitute deletions to the original text, and asterisks (* * *) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

SECTION 1. That Chapter 58 “Land Development Code”, Article III, “Zoning”, Section 58-74 “Commercial (C-1) District”, subsection (e) (3) is hereby amended to read as follows:

Sec. 58-74. Commercial (C-1) District.

* * *

(e) Development standards.

* * *

(3) The maximum floor area ratio and building lot coverage shall be forty-five (45%) percent. The floor area ratio shall include the floor area of any attached or detached above-grade private parking garage. The forty-five (45%) percent floor area ratio and building lot coverage may be increased by an additional five (5%) percent if the parking for the increased five (5%) percent floor area ratio is located entirely underground beneath the building’s footprint or if the building’s upper floor(s) are cantilevered over such parking or if it is for a hotel building. However, for properties with frontage on Orlando Avenue, the City Commission may approve a floor area ratio of up to sixty (60%) percent as long as: 1) all FAR above forty-five (45%) percent is applied to a parking garage; and 2) one-half of the floor area ratio that is above forty-five (45%) percent is dedicated public parking. The dedicated public parking spaces shall be over and above the parking spaces required for the commercial project pursuant to the City of Winter Park Land Development Code.

* * *

SECTION 2. That Chapter 58 “Land Development Code”, Article III, “Zoning”, Section 58-76 “Commercial (C-3) district”, subsection (e) (3) is hereby amended to read as follows:

Sec. 58-76. Commercial (C-3) District.

* * *

(e) Development standards.

* * *

(3) The maximum floor area ratio and building lot coverage shall be forty-five (45%) percent. The floor area ratio shall include the floor area of any attached or detached above-grade private parking garage. The forty-five (45%) percent floor area ratio and building lot coverage may be increased by an additional five (5%) percent if the parking for the increased five (5%) percent floor area ratio is located entirely underground
beneath the building’s footprint or if the building’s upper floor(s) are cantilevered over such parking or if it is for a hotel building. However, for properties with frontage on Orlando Avenue, the City Commission may approve a floor area ratio of up to sixty (60%) percent as long as: 1) all FAR above forty-five (45%) percent is applied to a parking garage; and 2) one-half of the floor area ratio that is above forty-five (45%) percent is dedicated public parking. The dedicated public parking spaces shall be over and above the parking spaces required for the commercial project pursuant to the City of Winter Park Land Development Code.

***

SECTION 4. Codification. This ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

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

SECTION 7. 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
OBJECTIVE 1-4.1: PRESERVE THE INTEGRITY AND CHARACTER OF PLANNING AREAS. Land use decisions and development approvals shall be guided by the policies delineated within the planning areas mapped and identified as Planning Areas A through L. The following Future Land Use policies are unique to specific planning areas within the City of Winter Park. The Comprehensive Plan Data Inventory and Analysis includes a detailed description of each Planning Area and identifies major planning issues confronting each respective Planning Area. The policies identified below were generated by citizens active in the review of the Comprehensive Plan. The citizens were particularly concerned with preserving the village character of the City of Winter Park and preserving the special character of neighborhoods comprising the cityscape. Below the Planning Areas are identified by title and specific policies are stated. A Future Land Use Map that depicts the boundaries and future land use pattern within each of the respective Planning Areas is also presented. The City-wide Goals, Objectives and Policies of the Future Land Use Element apply to the Planning Areas. The supplementary objectives and policies for each planning area provide additional guidance on future zoning or land use issues.

The planning areas are as follows:

- PLANNING AREA A: Temple/Howell Branch Planning Area
- PLANNING AREA B: Osceola/Lakeview Planning Area
- PLANNING AREA C: Winter Park Hospital Planning Area
- PLANNING AREA D: Waterbridge/Brookshire Planning Area
- PLANNING AREA E: Glenridge/Lake Sue
- PLANNING AREA F: Mead Garden, Virginia Heights & College Quarter
- PLANNING AREA G: Downtown/Rollins College
- PLANNING AREA H: Hannibal Square Neighborhood
- PLANNING AREA I: North Park Avenue
- PLANNING AREA J: U. S. Highway 17-92 Corridor
- PLANNING AREA K: Lee Road Planning Area
- PLANNING AREA L: West Fairbanks Avenue Planning Area

Planning Area J: U. S. Highway 17-92 Corridor

Policy 1-4.1.J.1: Protect Single-Family Residential Use within Orwin Manor Neighborhood from Non-Residential Land Use Encroachment. The City shall preserve and protect the single-family residential land use within the Orwin Manor neighborhood from commercial and office encroachment.

Policy 1-4.1.J.2: Annexation of Areas between City Limits and Minnesota Avenue. The City shall pursue annexation of areas between the City limits and Clay Street and Minnesota Avenue when citizen interest is ripe.

Policy 1-4.1.J.3: Protect Low-Density Residential Use West of Schultz Avenue within Lawndale, Strongly Discourage Non-Residential Encroachment and Maintain the Low-Density Future Land Use Map Designation. The City shall preserve and protect the low-density residential land use west of Schultz Avenue, within Lawndale, in this planning area, from commercial and office encroachment. The Future Land Use Map shall maintain the Low-Density
Residential designation and FLU map amendments to non-residential or Planned Development shall be deemed to be in conflict with the Comprehensive Plan within 200 feet of Shultz Avenue. Policy amended to reflect changes as adopted on October 11, 2010 per Ordinance 2825-10.

Policy 1-4.1.J.4: Preserve Multifamily Residential Use South of the Center of Winter Park. The City shall preserve the multifamily residential land use in the area located south of the Center of Winter Park.

Policy 1-4.1.J.5: Pursue Improved Appearance of Industrial Area Along Solana Avenue and Railroad Avenue. The City shall promote the appearance of the industrial area located along Solana Avenue and Railroad Avenue through code enforcement and site plan review design standards.

Policy 1-4.1.J.6: Protect Interests of Multifamily Residents Located Behind Winter Park Tech. The City shall protect the interests of the residents of the multifamily area located behind Winter Park Tech if development or rezoning appears imminent by avoiding non-residential encroachment into residential areas. In addition, non-residential development occurring adjacent to residentially designated property shall be required to provide adequate buffers including architecturally designed masonry walls capped and appropriately landscaped with canopy trees, specimen trees, and shrubs.

Policy 1-4.1.J.7: Concentrate Vehicle Dealerships North of Webster Avenue or Lee Road. The policies of this Comprehensive Plan restrict car sales businesses to two geographic areas where such businesses are permitted. One such area where vehicle sales business are potentially allowed as conditional uses is in this planning area north of Webster Avenue or north of Lee Road.

Policy 1-4.1.J.8: Preserve Lake Island Estates Park Recreational Land Use. The City shall preserve the recreational land use of Lake Island Estates Park.

Policy 1-4.1.J.9: Subdivision of Lots within Orwin Manor Neighborhood to Comply with Zoning District Minimum Lot Width Requirements. The City shall prohibit subdivision of lots within the Orwin Manor neighborhood to lots with less than the required 75 foot width (85 foot width - corner lots).

Policy 1-4.1.J.10: Prohibit Redevelopment of the Former Florida Gas Building to Include a Parking Garage. The City shall prohibit the redevelopment of the former Florida Gas Building property at 1560 Orange Avenue to include a parking garage. The residential nature of this area is not conducive to a development intensity where parking structures are permitted.

Policy 1-4.1.J.11: Protect Single-Family Residential Use in the Killarney Neighborhood from Non-Residential Land Use Encroachment. The City shall preserve and protect the single-family residential land use within the Killarney neighborhood from commercial and office encroachment, excluding parcels that have or obtain Parking Lot (PL) zoning designation along the edges where commercial, office and residential meet. All development should include appropriate landscape buffers, including walls if necessary, so as not to have a negative impact on the residential neighborhood. Policy amended to reflect changes as adopted on January 23, 2012 per Ordinance 2865-12.

Policy 1-4.1.J.12: Support a Smooth Land Use Transition along Trovillion Avenue and Gay Road to Low-Intensity Office Uses Compatible with Killarney Bay and Chateaux du Lac Condominiums. The City shall support transition along Trovillion Avenue and Gay Road from Medium-Density Residential to low-intensity office uses as long as they are complimentary to and compatible with the adjacent Killarney Bay and Chateaux du Lac condominiums. The City shall
ensure compatible development by enforcing architectural design standards as part of the site plan review process and require adequate buffers including architecturally designed capped masonry walls landscaped with canopy trees, specimen trees, and shrubs.

Policy 1-4.1.J.13: Consider Proposals to Redevelop the Center Of Winter Park (K-Mart) Parking Fields. The City shall consider proposals for redevelopment within the parking fields of the Center of Winter Park if such redevelopment proposals contain significant public benefits, including affordable/ work force housing, relatively high estimated tax yield, open space, and park amenities.

Policy 1-4.1.J.14: Encourage a Public-Private Partnership in Redeveloping Winter Park Tech. The City shall encourage a joint public-private proposal for Winter Park Tech. The City shall coordinate joint planning with the Orange County School Board to identify a project that includes a viable land use mix, as well as density and intensity that meets the common objectives of the School Board, the City and the private developer.

Policy 1-4.1.J.15: Provide for Additional Residential Density at 940 and 1020 W. Canton Avenue. Notwithstanding the residential density limits established elsewhere within this element, this specific policy shall enable the adjacent properties at 940 and 1020 W. Canton Ave (together, the “Properties”), to be used at a combined maximum residential density of up to 25 units per acre for the following reasons:

- The Properties are part of a mixed-use master plan development;
- The Properties are under unified control;
- The Properties are located adjacent to a property approved for a building over 55 feet in height;
- The Properties serve as an appropriate buffer between adjacent commercial uses and residential uses located further to the east;
- The Properties are located proximate to multiple employment centers; and
- The 940 W. Canton Avenue parcel has been previously approved for a four (4) story multi-family residential project under the density and maximum height standards that were applicable to the changes made to the Comprehensive Plan in 2009; due to the Properties being part of a unified mixed-use development under common control, the 1020 W. Canton Avenue parcel was included in calculating the density for this project.
- This density allowance for both properties may only be applied to residential development within the 940 W. Canton Avenue parcel. All other provisions within the High Density Residential future land use designation shall apply to that property.

Policy amended to reflect changes as adopted on October 8, 2012 per Ordinance 2889-12.

Policy 1-4.1.J.16: Provide for Increased Floor Area Ratio on Orlando Avenue Based on Provision of Dedicated Public Parking. Notwithstanding the commercial intensity limits established elsewhere in this element, this policy shall enable the properties fronting on Orlando Avenue to be developed with a maximum commercial intensity (Floor Area Ratio) of 60% as long as one-half of the floor area ratio that is above 45% is dedicated public parking. The dedicated public parking spaces shall be over and above the parking spaces required for the commercial project pursuant to the City of Winter Park Land Development Code.