Meeting Called to Order

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

Pledge of Allegiance

Approval of Agenda

Mayor’s Report
*Projected Time  
*Subject to change

City Manager’s Report
*Projected Time  
*Subject to change

City Attorney’s Report
*Projected Time  
*Subject to change
### Non-Action Items

<table>
<thead>
<tr>
<th>Subject</th>
<th>Estimated Time</th>
</tr>
</thead>
</table>

### Citizen Comments

- Citizen Comments | 5 p.m. or soon thereafter
- (if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting) 
- (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)

### Consent Agenda

<table>
<thead>
<tr>
<th>Subject</th>
<th>Estimated Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Approve the minutes of December 14, 2015.</td>
<td></td>
</tr>
<tr>
<td>b. Approve the following purchases and contract:</td>
<td>5 minutes</td>
</tr>
<tr>
<td>1. PR159128 to ALTEC Industries, Inc. for the purchase of two AT40M-AWD bucket trucks; $240,000 (Vehicle Replacement Fund).</td>
<td></td>
</tr>
<tr>
<td>2. PR159163 to ADPI Intermedix for EMS Fire Billing Services Collections; $84,000.</td>
<td></td>
</tr>
<tr>
<td>3. Contract renewal with Gerhartz &amp; Associates LLC, RFQ-16-2012 (Continuing Contract for GIS Services) and authorize the Mayor to execute Amendment 3.</td>
<td></td>
</tr>
<tr>
<td>c. Approve the letter outlining plans to update the Comprehensive Plan per Chapter 153.3191, Florida Statutes (Evaluation and appraisal notification to the Florida Department of Economic Opportunity).</td>
<td></td>
</tr>
<tr>
<td>d. Adopt the Orange County Canvassing Board criteria for canvassing Winter Park absentee ballots; and allow the Orange County Canvassing Board to canvass the Winter Park election and certify the election results.</td>
<td></td>
</tr>
</tbody>
</table>

### Action Items Requiring Discussion

<table>
<thead>
<tr>
<th>Subject</th>
<th>Estimated Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. <strong>Request of Rollins College:</strong></td>
<td>10 minutes</td>
</tr>
<tr>
<td>- Ordinance – Amending Chapter 58 “Land Development Code” Article III, “Zoning” to add within Section 58-67 Low Density Residential (R-2) District, a new conditional use provision for child care and education facilities operated by non-profit entities subject to certain limitations (2)</td>
<td></td>
</tr>
<tr>
<td>- Conditional use approval for a child care and educational facility operated by Rollins College on the property at 315 Holt Avenue, zoned R-2 and providing for the approval of a development agreement pertaining to the project.</td>
<td></td>
</tr>
<tr>
<td>b. Ordinance – Vacating and abandoning the utility easements located at 110 South Orlando Avenue (2)</td>
<td>5 minutes</td>
</tr>
<tr>
<td>c. Resolution – Authorizing the execution of a non-exclusive interlocal subscription agreement with the Florida PACE funding agency</td>
<td>5 minutes</td>
</tr>
</tbody>
</table>
d. Resolution – Designating 700 Oxford Road as a historic resource on the Winter Park Register of Historic Places

5 minutes

e. Resolution – Designating 901 Georgia Avenue as a historic resource on the Winter Park Register of Historic Places

5 minutes

<table>
<thead>
<tr>
<th>City Commission Reports</th>
<th>*Projected Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Commissioner Seidel</td>
<td>10 minutes each</td>
</tr>
<tr>
<td>b. Commissioner Sprinkel</td>
<td></td>
</tr>
<tr>
<td>c. Commissioner Cooper</td>
<td></td>
</tr>
<tr>
<td>d. Commissioner McMacken</td>
<td></td>
</tr>
<tr>
<td>e. Mayor Leary</td>
<td></td>
</tr>
</tbody>
</table>

appeals & assistance

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

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

<table>
<thead>
<tr>
<th>issue</th>
<th>update</th>
<th>date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Railroad crossing update</td>
<td>Four of Winter Park’s street crossings are included in FDOT’s CIP for installing concrete panels. Estimates were provided for the remaining crossings.</td>
<td>FDOT is expected to complete the work by 1st quarter 2016. The City and FDOT are working in cooperation to complete the improvements at Lyman/New York Avenues in January 2016, not included in the CIP.</td>
</tr>
<tr>
<td>MLK (Rollins) Restroom</td>
<td>The MLK punch list walk through is Wednesday, 12/9/15.</td>
<td>Opening will be January 8, 2016.</td>
</tr>
<tr>
<td>Visioning Steering Committee</td>
<td>Inviting community to participate at <a href="http://www.visionwinterpark.org">www.visionwinterpark.org</a>.</td>
<td></td>
</tr>
<tr>
<td>New Hope Baptist Church Project</td>
<td>The exterior of the buildings, accessible restrooms, landscaping, parking and drainage have been completed and approved. The Pastor has agreed to obtain assistance of a designer to improve the architectural appearance of the buildings to include the area at the base of the structures.</td>
<td>Tabled at the October 26 Commission meeting to come back to the Commission at a later date.</td>
</tr>
<tr>
<td></td>
<td>Awaiting response from Pastor.</td>
<td></td>
</tr>
<tr>
<td>Progress Point property</td>
<td>Planning and Zoning Board work session was held on 11/3/2015.</td>
<td>Review outcome with City Commission in January 2016.</td>
</tr>
<tr>
<td>Ward Park restrooms</td>
<td>Design is being completed on two new restrooms by the new soccer fields and adjacent to the existing restrooms at the Little League fields.</td>
<td>Out to bid no later than the end of January 2016. Bid release rescheduled due to extraordinary attention required by currently active construction projects.</td>
</tr>
</tbody>
</table>

Once projects have been resolved, they will remain on the list for one additional meeting to share the resolution with the public and then be removed.
2015 YEAR END REVIEW

Below is a recap of the commercial or major multi-family development projects that were completed in 2015 or are now under underway in 2015 or in the planning stage for 2016:

**Completed in 2015:**

**Apartments at Winter Park Village (Paseo):** The 204 unit apartment project at the former DMV property at 940 W. Canton Avenue, began construction in November 2013 and was completed in May 2015. The project is currently almost completely leased.

**Ravaudage:** Construction is completed on the 18,000 square foot building next to the Ale House that holds a Tony Roma’s (TR’s Firegrill) restaurant and a Zona Fresca restaurant location. A hair salon and some office space will fill out the building.

**Jewett Clinic:** Construction began in October, 2014 on a two-story, 25,000 sq. ft. medical building in conjunction with the Jewett Clinic at 1245 Orange Avenue and was completed in October 2015. The six new operating rooms have been fully booked since opening.

**Lombardi’s Seafood:** The new Lombardi’s Seafood retail store with café at 1888 West Fairbanks Avenue to replace the existing location opened in June 2015. No word on the plans for redevelopment of the old Lombardi’s site, which the family sold.

**Kid’s Care:** The first pediatric Centra Care facility in Central Florida called “Kid’s Care” at 2325 West Fairbanks (former site of a Chevron station) adjacent to the on-ramp to I-4 was completed and opened in June, 2015.

**Blake’s Corner:** The building at 900 S. Orlando Avenue (SE corner of Minnesota) was completed in December 2015. The Subway store that was next to Taco Bell has moved down to this new location. A hair salon will be taking another tenant space. The major corner space is to be a 150 seat, Square One Burgers restaurant.

**Starbucks/Verizon:** The new Starbucks opened at the former Jiffy Lube location at 2519 Aloma Avenue and their former location at 1900 Aloma Avenue has become a Verizon store that opened in November. Phone stores such as Verizon are one of the few businesses with sales per square foot that outpace a Starbucks.

**Thomas Lumber:** The redevelopment of the former Thomas Lumber building at 784 N. Orange Avenue (The Lumber Yard) is almost complete as it transitions to interior design studios and salons.

**Park Avenue Transitions:** Several stores and restaurants have transitioned in 2015 along Park Avenue but notable is the new LuLu Lemon store. Top 3 in sales per square foot across the nation: #1 Apple stores; #2 Tiffany stores and #3 Lululemon stores.
Approved and Under Construction in 2015:

**Whole Foods project:** Redevelopment of the 11 acre former Corporate Square/WP Dodge properties for a Whole Foods grocery has begun. Whole Foods together with another major retailer, possibly a Nordstrom Rack, will total 77,000 square feet of retail store space. In addition, there are three out-parcels. One out-parcel will be a new PNC Bank site, which has also been issued their building permit. Permits have been issued for the site development work for the shopping center, the building permit for the ‘shell’ of the Whole Foods building and for the construction of the Lee Road extension, as FDOT has also approved the modification of the Lee Road/Orlando Avenue intersection.

**Lakeside Crossing:** The redevelopment proposed for the former Mt. Vernon Inn at 110 S. Orlando Avenue has begun. Building permits have been issued for the site development work and for the building shells. The permit for the parking garage is now in plan review. The project is to consist of 37,473 square feet of retail and restaurant space. The restaurants are to include a “Chuy’s”, which has several locations in Central Florida, which is Tex-Mex fare; a restaurant concept from Miami called “Bulla’s” which is a Spanish-Tapas menu and “Kona Grille” which has another location is Sarasota and this will be first Orlando location.

**State Auto Body:** The former State Auto Body building at 1280 N. Orange Avenue is also under renovation into retail space and possibly a small on-site brew pub. The size of the building remains the same and a new parking lot will be constructed in the rear.

**Canton/Capen Homes:** Twelve new single family homes are to be built on the now vacant land at the NW corner of Canton and Capen Avenues by David Weekly Homes. The City has approved the permit for the site development work for the alleys and other infrastructure which are now under construction. Upon completion David Weekly will then start on the new homes.

**900/912/952 W. Fairbanks Avenue:** Phil Kean is renovating these three properties including the former Café 906, Sadler’s Tailoring and the adjacent building into his business offices.

**Coming in 2016:** There are several new projects in the works for 2016:

**Downtown Residential/Townhouses:** Eight new 3-story townhouse units of 28,924 total square feet at 401/421 W. Morse Blvd. (NW corner of Virginia Avenue) by Phil Kean were approved by the City Commission in October 2014. That project now has been issued building permits and site work has begun.

Six new townhouse units within a three story building totaling 20,542 square feet with underground parking is in construction plan development at 125 S. Interlachen (former Ye Olde Bric Condo) which was approved by the City Commission on February 2015. Building permits ready to be issued for construction to start in 2016.

Ten additional new 2-3 story townhouse units totaling 40,566 square feet by Phil Kean are expected sometime in 2016 at 652 W. Morse Blvd (former DeCiccio law firm next to the Coop). The land sale has been completed and the project is in the construction plan development phase.

Three new units were approved at 170 E. Morse in July, 2015 that would demolish the existing two story commercial building at the SW corner of Morse/ Knowles and replace it with a three story townhouse building of approximately 19,000 square feet in total size. However, that land sale has not been completed, so the status and timing of this project is not known at this time.
Another ten new 3-story townhouse units totaling 44,200 square feet in size were granted zoning approval in November, 2015 by the City Commission at 633 & 651 N. Park Avenue across from the Park Aire Condos. The existing Spanish Oaks and Golfview Apartments would be demolished for this project. Timing of that project is unknown.

**300 N. Pennsylvania:** A new 2-story concierge medical building of 6,535 square feet for Dr. Castro has been issued a building permit and is expected to start in January 2016.

**Sun Trust Drive-in:** Permits have been issued for the new Sun Trust drive-thru teller building at 295 S. New York (corner of New England Ave.) to replace their existing bank tellers on Carolina Avenue.

**Reflections Dermatology:** The former Don Palladino building at 440 W. Morse Blvd. has been sold and will be razed for the construction of a new two story, 3,695 square foot dermatology practice in 2016.

**Lee Road Townhouses:** In July 2015, the City Commission approved a new project for the redevelopment of the 1800 Lee Road parcels. The property formerly consisted of eight duplex buildings which have been removed and the property is to be redeveloped into 30, two-story townhomes. Construction expected in mid-2016.

**Fifth Third Bank:** In May, 2015 the City granted the zoning approvals for a 3,872 square foot branch bank and 5,410 square feet of other office space at the vacant NW corner of Lakemont & Aloma was approved. The City has not yet received building permit plans for this project.

**Lee Road Medical Office:** Building permit for a 9,000 square foot expansion to the medical office at 1691 Lee Road is ready to be issued. Construction expected in 2016.

**Center for Reproductive Medicine:** The former St. John Lutheran parking lot at 1500 S. Orlando Avenue has been sold and the expectation is for construction of a new two story 15,000 square foot medical building on that site in 2016.

**K-Mart Shopping Center:** On December 14th the City Commission gave the initial approval for the renovation of the former K-Mart shopping center at 501 N. Orlando Avenue. All the buildings will be (in phases) renovated with new facades and the parking lot upgraded with enhanced landscaping and lighting as well as new signage. Most major tenants are remaining such as Michael’s, Office Depot, L.A. Fitness, etc. New prospective tenants include a Home Goods and Ross store. Also there will be several new restaurants including a Too Jay’s and Blaze Pizza.

**Winter Park Hospital:** The City expects the Winter Park Hospital to start on a major renovation and expansion to the Emergency Services Dept. in 2016. Following completion of that project, the next major undertaking for the Winter Park Hospital is the construction of a new five story Patient Tower/Wing on the east side of the Hospital building.

For more information on these or other projects, please contact Jeff Briggs, Planning Manager at jbriggs@cityofwinterpark.org or at (407) 599-3440.
General Fund

General Fund highlights for FY 2015 include:

1. Property tax revenue increased from the prior year as a result of a 5.58% increase in taxable values.
2. Franchise fee revenues include solid waste, electricity (from Duke Energy and OUC), gas, the Azalea Lane Tennis Center and the Scenic Boat Tour. All had revenue in excess of the budget estimate. The largest variance was $39,000 for solid waste.
3. The negative variance in utility tax revenue is due to the decline in Communications Services Tax. Actual revenues were $225,000 less than budget even though the City’s projection was $24,000 less than the estimate provided by the Florida Department of Revenue.
4. Lower construction activity reduced building permit revenues by about 20%.
5. Half cent sales tax and state revenue sharing were both well above projected revenues.
6. Charges for services had positive budget variances for garbage services and parks facility rentals (particularly the Civic Center, $53,305) and golf events ($17,143). These positive variances were partially offset by less fire inspection fee revenues due to less construction activity.
7. Red light camera revenues continued to decline and was $350,000 less than anticipated.
8. Positive budget variances in miscellaneous revenue includes investment earnings (positive budget variance of $216,631) and the sale of 300 N Pennsylvania Avenue for $623,550. Offsetting these positive variances is an anticipated loss on the 2600 Lee Road property of $170,000.
9. Planned uses of fund balance in the General Fund included:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quiet zones</td>
<td>$700,000</td>
</tr>
<tr>
<td>Purchase order commitments rolled over from FY 2014</td>
<td>$175,066</td>
</tr>
<tr>
<td>Contribution towards purchase of new Enterprise Planning Resource Software</td>
<td>$133,284</td>
</tr>
<tr>
<td>Additional funding for City Visioning effort</td>
<td>$115,000</td>
</tr>
<tr>
<td>Funding for preliminary design work for a new Winter Park Public Library</td>
<td>$108,750</td>
</tr>
<tr>
<td>Funding for Winter Park Public Library space needs study</td>
<td>$50,000</td>
</tr>
<tr>
<td>Interactive Voice Response software for Building Department</td>
<td>$14,000</td>
</tr>
<tr>
<td>Large format scanner for Building Department</td>
<td>$11,095</td>
</tr>
<tr>
<td>Total</td>
<td>$1,307,195</td>
</tr>
</tbody>
</table>
10. The positive budget variance in the Police Department is a result of both planned personnel vacancies as well as ones that occurred during the year. Overall budget variance for the Police Department is 4%.
11. The negative budget variance in the Fire Department is also personnel related causing the departmental budget to be 4% overspent.
12. The largest single budget variances in the Parks Department are for tree care costs. Overall budget variance for the Parks Department is 3%.
13. The non-departmental budget of $190,000 is contingency funding that was never allocated to any purpose in FY 2015.
14. Overall, it was a very good year for the General Fund. With an anticipated net reduction in General Fund reserves of over $1,117,195 ($1,307,195 in fund balance to be spent minus $190,000 in unallocated contingency), the net reduction is only $144,998, $158,379 of which came from Building Code Enforcement Reserves which did not impact free and clear General Fund Reserves. The biggest reason the fund balance did not decrease more was the sale of 300 N Pennsylvania Avenue property for $623,550. General Fund Reserves as a percentage of expenditures and transfers for recurring costs reported in other funds will decrease from 28.40% to 27.34%.

**Community Redevelopment Agency Fund**
Tax increment revenue from the City and County both improved based on a 6.2% increase in taxable values. Tax increment revenue from the County is reported as Intergovernmental Revenue. Tax increment revenue from the City is reported as Transfers In.

**Water and Sewer Fund**
Water and sewer sales are very close to the forecast in terms of thousands of gallons.
Our revenue variance is a positive $581,864 which is about 2.1% of the budget.
Our bottom line for FY 2015 is a positive $1,150,415 and our projected debt service coverage is net revenues equal to 1.92 times debt service requirements.

**Electric Services Fund**
Electric sales in kWh exceeded the annual forecast by almost 1%.
Fuel costs were over-recovered by about $1,050,000 for FY 2015. At September 30, 2015, the balance in our fuel cost stabilization fund was $1,628,270. By the end of October, this balance had grown to $1,910,511. Our target balance for the fuel cost stabilization fund is $500,000 - $1,700,000. Fuel cost recovery rates were reduced November 1 to reduce the stabilization fund balance back into the target range over the next few months.
Our capital spending will be about $1.7M over our budgetary projections. Options for controlling these costs are being examined.

Our projected bottom line for the fiscal year is a loss of $1,539,361 with net revenues projected to equal 2.69 times debt service requirements. Key factors in this loss are over spending on capital, transferring $1,015,000 to the Capital Projects Fund for construction of the new warehouse for electric at the Howell Branch Public Works Complex, and the $1,050,000 over recovery of fuel costs.

**Investment Report**

This two page report summarizes the City's cash and investment holdings as of September 30, 2015. The overall portfolio has a blended rate of return of 1.36% and the average maturity of the long-term investment securities held was 5.64 years. All investment holdings were within the parameters of the City’s current Investment Policy as of September 30, 2015.
## The City of Winter Park, Florida
### Monthly Financial Report - Budget vs. Actual
#### General Fund
##### Fiscal YTD September 30, 2015 and 2014
##### 100% of the Fiscal Year Lapsed

### Revenues:

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Actual YTD: 41,677,048</th>
<th>Fiscal YTD September 30, 2015</th>
<th>Variance from</th>
<th>Expenditures:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Budget: 41,724,069</td>
<td>$41,677,048 over (4,562,790)</td>
<td>$463,620</td>
<td>City Commission: 24,016</td>
</tr>
<tr>
<td>Property Tax</td>
<td>16,593,276</td>
<td>16,489,478</td>
<td>103,798</td>
<td>24,016</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>1,216,596</td>
<td>1,122,850</td>
<td>93,746</td>
<td>1,122,850</td>
</tr>
<tr>
<td>Utility Taxes</td>
<td>6,560,898</td>
<td>6,728,400</td>
<td>(167,502)</td>
<td>6,728,400</td>
</tr>
<tr>
<td>Business Taxes</td>
<td>496,973</td>
<td>481,500</td>
<td>15,473</td>
<td>481,500</td>
</tr>
<tr>
<td>Building Permits</td>
<td>1,889,370</td>
<td>1,988,000</td>
<td>(198,700)</td>
<td>1,988,000</td>
</tr>
<tr>
<td>Other Licenses &amp; Permits</td>
<td>25,386</td>
<td>24,000</td>
<td>3,386</td>
<td>24,000</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>7,031,726</td>
<td>6,738,307</td>
<td>262,419</td>
<td>6,738,307</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>5,606,514</td>
<td>5,403,450</td>
<td>203,064</td>
<td>5,403,450</td>
</tr>
<tr>
<td>Fines and Forfeitures</td>
<td>986,385</td>
<td>1,007,291</td>
<td>281,902</td>
<td>1,007,291</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>1,289,924</td>
<td>642,923</td>
<td>642,923</td>
<td>642,923</td>
</tr>
<tr>
<td>Fund Balance</td>
<td>833,284</td>
<td>1,307,195</td>
<td>(473,911)</td>
<td>1,307,195</td>
</tr>
</tbody>
</table>

### Expenditures:

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City Commission</td>
<td>24,016</td>
<td>22,927</td>
<td>(1,089)</td>
<td>24,016</td>
</tr>
<tr>
<td>Legal Services - City Attorney</td>
<td>281,943</td>
<td>281,000</td>
<td>(943)</td>
<td>24,016</td>
</tr>
<tr>
<td>Lobbyists</td>
<td>53,840</td>
<td>64,160</td>
<td>10,320</td>
<td>64,160</td>
</tr>
<tr>
<td>City Management</td>
<td>577,316</td>
<td>519,164</td>
<td>58,152</td>
<td>519,164</td>
</tr>
<tr>
<td>Budget and Performance Measurement</td>
<td>152,735</td>
<td>141,514</td>
<td>(11,221)</td>
<td>141,514</td>
</tr>
<tr>
<td>City Clerk</td>
<td>195,400</td>
<td>214,407</td>
<td>19,007</td>
<td>214,407</td>
</tr>
<tr>
<td>Communications Dept.</td>
<td>526,102</td>
<td>548,406</td>
<td>22,304</td>
<td>548,406</td>
</tr>
<tr>
<td>Information Technology Services</td>
<td>889,121</td>
<td>865,294</td>
<td>(21,827)</td>
<td>865,294</td>
</tr>
<tr>
<td>Finance</td>
<td>896,121</td>
<td>840,785</td>
<td>(55,336)</td>
<td>840,785</td>
</tr>
<tr>
<td>Human Resources</td>
<td>335,280</td>
<td>294,311</td>
<td>(40,970)</td>
<td>294,311</td>
</tr>
<tr>
<td>Purchasing</td>
<td>183,322</td>
<td>226,775</td>
<td>43,453</td>
<td>226,775</td>
</tr>
<tr>
<td>Planning &amp; Community Development</td>
<td>814,689</td>
<td>535,256</td>
<td>(279,433)</td>
<td>535,256</td>
</tr>
<tr>
<td>Building</td>
<td>1,168,625</td>
<td>1,115,832</td>
<td>(52,793)</td>
<td>1,115,832</td>
</tr>
<tr>
<td>Economic Development</td>
<td>10,148</td>
<td>157,820</td>
<td>147,682</td>
<td>157,820</td>
</tr>
<tr>
<td>Public Works</td>
<td>6,801,636</td>
<td>6,807,822</td>
<td>6,807,822</td>
<td>6,807,822</td>
</tr>
<tr>
<td>Police</td>
<td>12,875,238</td>
<td>12,902,981</td>
<td>12,902,981</td>
<td>12,902,981</td>
</tr>
<tr>
<td>Fire</td>
<td>11,597,267</td>
<td>10,756,686</td>
<td>10,756,686</td>
<td>10,756,686</td>
</tr>
<tr>
<td>Parks &amp; Recreation</td>
<td>7,124,325</td>
<td>6,909,816</td>
<td>6,909,816</td>
<td>6,909,816</td>
</tr>
<tr>
<td>Organizational Support</td>
<td>1,394,580</td>
<td>1,534,560</td>
<td>1,534,560</td>
<td>1,534,560</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>175,000</td>
<td>190,000</td>
<td>190,000</td>
<td>190,000</td>
</tr>
</tbody>
</table>

### Total Revenues

<table>
<thead>
<tr>
<th>Total Revenues: 41,677,048 over (4,562,790)</th>
<th>Actual Total: 41,724,069</th>
<th>Fiscal YTD September 30, 2014</th>
<th>Variance from</th>
<th>Operating transfers in: 5,833,796 over (991)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(4,562,790)</td>
<td>(463,620)</td>
<td>(5,833,796)</td>
<td>(991)</td>
<td>5,833,796</td>
</tr>
</tbody>
</table>

* As adjusted through September 30, 2015
### The City of Winter Park, Florida
#### Monthly Financial Report - Budget vs. Actual
#### Community Redevelopment Fund
#### Fiscal YTD September 30, 2015 and 2014
#### 100% of the Fiscal Year Lapsed

<table>
<thead>
<tr>
<th></th>
<th>Fiscal YTD June 30, 2015</th>
<th>Fiscal YTD June 30, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Budget</td>
</tr>
<tr>
<td></td>
<td>YTD</td>
<td>YTD %</td>
</tr>
<tr>
<td>Revenues:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>$1,243,644</td>
<td>99%</td>
</tr>
<tr>
<td>Charges for services</td>
<td>210,827</td>
<td>94%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>108,100</td>
<td>142%</td>
</tr>
<tr>
<td>Fund Balance</td>
<td>-</td>
<td>0%</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>1,562,571</td>
<td>61%</td>
</tr>
<tr>
<td>Expenditures:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planning and Development</td>
<td>816,414</td>
<td>73%</td>
</tr>
<tr>
<td>Capital Projects</td>
<td>84,290</td>
<td>0%</td>
</tr>
<tr>
<td>Debt service</td>
<td>1,498,378</td>
<td>100%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>2,399,082</td>
<td>71%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating transfers in</td>
<td>1,147,624</td>
<td>99%</td>
</tr>
<tr>
<td>Operating transfers out</td>
<td>(49,898)</td>
<td>100%</td>
</tr>
<tr>
<td>Other Financing Sources/(Uses)</td>
<td>1,097,726</td>
<td>0%</td>
</tr>
</tbody>
</table>

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

**WATER AND IRRIGATION SALES (in thousands of gallons)**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sewer - inside city limits</strong></td>
<td>968,105</td>
<td>968,105</td>
<td>961,182</td>
<td>6,923</td>
<td>965,315</td>
<td>965,315</td>
</tr>
<tr>
<td><strong>Sewer - outside city limits</strong></td>
<td>859,202</td>
<td>859,202</td>
<td>856,019</td>
<td>3,183</td>
<td>862,933</td>
<td>862,933</td>
</tr>
<tr>
<td><strong>Water - inside city limits</strong></td>
<td>1,420,561</td>
<td>1,420,561</td>
<td>1,425,817</td>
<td>(5,257)</td>
<td>1,434,771</td>
<td>1,434,771</td>
</tr>
<tr>
<td><strong>Irrigation - Inside City</strong></td>
<td>553,164</td>
<td>553,164</td>
<td>552,714</td>
<td>450</td>
<td>559,582</td>
<td>559,582</td>
</tr>
<tr>
<td><strong>Water - outside city limits</strong></td>
<td>1,214,394</td>
<td>1,214,394</td>
<td>1,231,121</td>
<td>(16,727)</td>
<td>1,238,144</td>
<td>1,238,144</td>
</tr>
<tr>
<td><strong>Irrigation - Outside City</strong></td>
<td>111,009</td>
<td>111,009</td>
<td>112,809</td>
<td>(1,800)</td>
<td>115,527</td>
<td>115,527</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>5,126,433</td>
<td>5,126,433</td>
<td>5,139,662</td>
<td>(13,229)</td>
<td>5,176,272</td>
<td>5,176,272</td>
</tr>
</tbody>
</table>

---

### Operating Revenues:

<table>
<thead>
<tr>
<th></th>
<th>FY 2015</th>
<th>FY 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sewer - inside city limits</strong></td>
<td>$5,935,645</td>
<td>$5,935,645</td>
</tr>
<tr>
<td><strong>Sewer - outside city limits</strong></td>
<td>6,449,735</td>
<td>6,449,735</td>
</tr>
<tr>
<td><strong>Water - inside city limits</strong></td>
<td>8,531,698</td>
<td>8,531,698</td>
</tr>
<tr>
<td><strong>Water - outside city limits</strong></td>
<td>5,806,016</td>
<td>5,806,016</td>
</tr>
<tr>
<td><strong>Other operating revenues</strong></td>
<td>1,405,508</td>
<td>1,405,508</td>
</tr>
<tr>
<td><strong>Total operating revenues</strong></td>
<td>28,128,602</td>
<td>28,128,602</td>
</tr>
</tbody>
</table>

---

### Operating Expenses:

<table>
<thead>
<tr>
<th></th>
<th>FY 2015</th>
<th>FY 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General and administration</strong></td>
<td>1,686,771</td>
<td>1,686,771</td>
</tr>
<tr>
<td><strong>Operations</strong></td>
<td>11,359,040</td>
<td>11,359,040</td>
</tr>
<tr>
<td><strong>Labor costs capitalized</strong></td>
<td>411,571</td>
<td>411,571</td>
</tr>
<tr>
<td><strong>Wastewater treatment by other agencies</strong></td>
<td>3,732,172</td>
<td>3,732,172</td>
</tr>
<tr>
<td><strong>Total operating expenses</strong></td>
<td>17,189,554</td>
<td>17,189,554</td>
</tr>
</tbody>
</table>

---

### Operating Income (Loss):

<table>
<thead>
<tr>
<th></th>
<th>FY 2015</th>
<th>FY 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Income (loss)</strong></td>
<td>10,939,048</td>
<td>10,939,048</td>
</tr>
</tbody>
</table>

---

### Other Sources:

<table>
<thead>
<tr>
<th></th>
<th>FY 2015</th>
<th>FY 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Investment earnings</strong></td>
<td>418,425</td>
<td>418,425</td>
</tr>
<tr>
<td><strong>Miscellaneous revenue</strong></td>
<td>73,022</td>
<td>73,022</td>
</tr>
<tr>
<td><strong>Transfer to Renewal and Replacement Fund</strong></td>
<td>(1,647,935)</td>
<td>(1,647,935)</td>
</tr>
<tr>
<td><strong>Transfer to General Fund</strong></td>
<td>(2,086,900)</td>
<td>(2,086,900)</td>
</tr>
<tr>
<td><strong>Transfer for Organizational Support</strong></td>
<td>(60,846)</td>
<td>(60,846)</td>
</tr>
<tr>
<td><strong>Transfer to Capital Projects Fund</strong></td>
<td>(562,953)</td>
<td>(562,953)</td>
</tr>
<tr>
<td><strong>Debt service sinking fund deposits</strong></td>
<td>(5,921,446)</td>
<td>(5,921,446)</td>
</tr>
<tr>
<td><strong>Total other sources</strong></td>
<td>(9,788,633)</td>
<td>(9,788,633)</td>
</tr>
</tbody>
</table>

---

### Net Increase (Decrease) in Funds:

<table>
<thead>
<tr>
<th></th>
<th>FY 2015</th>
<th>FY 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Net increase (decrease)</strong></td>
<td>$1,510,415</td>
<td>$1,510,415</td>
</tr>
</tbody>
</table>

---

### Debt Service Coverage:

<table>
<thead>
<tr>
<th></th>
<th>FY 2015</th>
<th>FY 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Debt service coverage</strong></td>
<td>1.92</td>
<td>2.02</td>
</tr>
</tbody>
</table>

---

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

<table>
<thead>
<tr>
<th></th>
<th>FY 2015</th>
<th>FY 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annual Renewal and Replacement (R&amp;R) Funding</strong></td>
<td>$1,647,935</td>
<td>26,459,063</td>
</tr>
</tbody>
</table>

---

### Net Value of Water and Wastewater Plant as of 09/30/2015:

<table>
<thead>
<tr>
<th></th>
<th>FY 2015</th>
<th>FY 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Net Value of Water and Wastewater Plant as of 09/30/2015</strong></td>
<td>93,095,590</td>
<td>1,777</td>
</tr>
</tbody>
</table>

---

1. The City implemented adjustments to water (increasing) and wastewater (decreasing) effective October 1, 2014.
### WINTER PARK ELECTRIC UTILITY METRICS
#### September 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 FY'14 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Technical Performance</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Sales (kWh)</td>
<td>428,657,711</td>
<td>428,657,711</td>
<td>425,008,963</td>
<td>3,648,748</td>
</tr>
<tr>
<td>Average Revenue/kWh</td>
<td>0.1092</td>
<td>0.1092</td>
<td>0.1135</td>
<td></td>
</tr>
<tr>
<td>Wholesale Power Purchased (kWh)</td>
<td>447,757,800</td>
<td>447,757,800</td>
<td>449,826,000</td>
<td>(2,068,200)</td>
</tr>
<tr>
<td>Wholesale Power Cost/kWh</td>
<td>0.0522</td>
<td>0.0522</td>
<td>0.0572</td>
<td></td>
</tr>
<tr>
<td>Gross margin</td>
<td>0.0570</td>
<td>0.0570</td>
<td>0.0563</td>
<td></td>
</tr>
<tr>
<td>SAIDI (rolling 12 month sum)</td>
<td>62.01</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAIFI (rolling 12 month sum)</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sold vs. Purchased kWh Ratio</td>
<td>95.73%</td>
<td>95.73%</td>
<td>94.48%</td>
<td>95.47%</td>
</tr>
</tbody>
</table>

| **Income Statement**     |           |                 |              |                           |
| Electric Sales:          |           |                 |              |                           |
| Fuel                     | 16,112,377 | 16,112,377      | 16,535,297   | (422,920)                 |
| Other Operating Revenues | 466,831    | 466,831         | 265,422      | 201,409                   |
| Total Operating Revenues | 47,271,981 | 47,271,981      | 47,020,104   | 251,877                   |

| Operating Expenses:      |           |                 |              |                           |
| General and Administrative | 1,217,041 | 1,217,041       | 1,112,956    | (104,085)                 |
| Operating Expenses       | 6,841,029 | 6,841,029       | 6,919,385    | 78,356                    |
| Purchased Power:         |           |                 |              |                           |
| Fuel                     | 15,062,709 | 15,062,709      | 16,535,297   | 1,472,588                 |
| Non-Fuel                 | 8,322,905 | 8,322,905       | 8,063,634    | (259,271)                 |
| Transmission Power Cost  | 3,254,741 | 3,254,741       | 3,083,397    | (171,344)                 |
| Total Operating Expenses | 34,698,425 | 34,698,425      | 35,714,669   | 1,016,244                 |

| Operating Income (Loss)  | 12,573,556 | 12,573,556      | 11,305,435   | 1,268,121                 |

| Nonoperating Revenues (Expenses): |           |                 |              |                           |
| Investment Earnings (net of interest paid on interfund borrowings) | 53,483 | 53,483 | 35,000 | 18,483 | 58,589 |
| Principal on Debt | (1,735,000) | (1,735,000) | (1,600,000) | (135,000) | (1,765,000) |
| Interest on Debt | (2,956,693) | (2,956,693) | (2,945,334) | (11,359) | (2,767,440) |
| Miscellaneous Revenue | 220,733 | 220,733 | - | 220,733 | 684,689 |
| Proceeds from Sale of Assets | 55,717 | 55,717 | - | 55,717 | 28,171 |
| Routine Capital | (2,188,021) | (2,188,021) | (739,400) | (1,448,621) | (3,057,038) |
| Undergrounding of Power Lines | (4,316,264) | (4,316,264) | (3,500,000) | (816,264) | (3,656,667) |
| Contributions in Aid of Construction | 579,798 | 579,798 | - | 579,798 | 901,067 |
| Residential Underground Conversions | 17,200 | 17,200 | - | 17,200 | 73,050 |
| Capital Contributions for Plug-In Program | 35,131 | 35,131 | - | 35,131 | 63,960 |
| Total Nonoperating Revenues (Expenses) | (10,233,916) | (10,233,916) | (8,749,734) | (1,484,182) | (9,438,973) |
# WINTER PARK ELECTRIC UTILITY METRICS

**September 30, 2015**

<table>
<thead>
<tr>
<th>FY'15</th>
<th>FY'15 Annualized</th>
<th>FY'15 Budget</th>
<th>Variance from FY'14 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>YTD</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Income (Loss) Before Operating Transfers</td>
<td>2,339,640</td>
<td>2,339,640</td>
<td>2,555,701</td>
</tr>
<tr>
<td>Operating Transfers In</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfers to General Fund</td>
<td>(2,582,126)</td>
<td>(2,582,126)</td>
<td>(2,580,329)</td>
</tr>
<tr>
<td>Transfers for organizational support</td>
<td>(109,604)</td>
<td>(109,604)</td>
<td>(109,604)</td>
</tr>
<tr>
<td>Transfers to capital projects (primarily electric warehouse construction)</td>
<td>(1,187,271)</td>
<td>(1,187,271)</td>
<td>(1,187,271)</td>
</tr>
<tr>
<td>Total Operating Transfers</td>
<td>(3,879,001)</td>
<td>(3,879,001)</td>
<td>(3,877,204)</td>
</tr>
<tr>
<td>Net Change in Working Capital</td>
<td>(1,539,361)</td>
<td>(1,539,361)</td>
<td>(1,321,503)</td>
</tr>
</tbody>
</table>

## Other Financial Parameters

<table>
<thead>
<tr>
<th></th>
<th>FY'15</th>
<th>FY'15</th>
<th>FY'14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service Coverage</td>
<td>2.69</td>
<td>2.69</td>
<td>2.85</td>
</tr>
<tr>
<td>Fixed Rate Bonds Outstanding</td>
<td>69,065,000</td>
<td>64,750,000</td>
<td></td>
</tr>
<tr>
<td>Auction Rate Bonds Outstanding</td>
<td>1,220,000</td>
<td>7,445,000</td>
<td></td>
</tr>
<tr>
<td>Total Bonds Outstanding</td>
<td>70,285,000</td>
<td>72,195,000</td>
<td></td>
</tr>
<tr>
<td>Principal Retired</td>
<td>1,735,000</td>
<td>1,600,000</td>
<td>1,765,000</td>
</tr>
<tr>
<td>Balance Owed on Advance from General Fund</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Cash Balance</td>
<td>294,010</td>
<td>3,530,562</td>
<td></td>
</tr>
</tbody>
</table>

## Notes

- Fiscal Years run from October to September; FY'15 is 10/1/14 to 9/30/15
- SAIDI is System Average Interruption Duration Index (12-month rolling sum)
- MAIFI is Momentary Average Interruption Frequency Index (12-month rolling sum)
<table>
<thead>
<tr>
<th>Issuer CUSIP</th>
<th>Purchase Date</th>
<th>Quantity</th>
<th>Estimated Price</th>
<th>Coupon Rate</th>
<th>Cost</th>
<th>Market Value</th>
<th>Maturity Date</th>
<th>Moody's Rating</th>
<th>S&amp;P Rating</th>
<th>Percentage of Total Cash and Investments</th>
<th>Percentage of Long-Term Investments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank of America</td>
<td>0.25%</td>
<td>6,124,051</td>
<td>6,124,051</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SeacoastBank</td>
<td>0.25%</td>
<td>1,159,296</td>
<td>1,159,296</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Money Market Fund</td>
<td>0.00%</td>
<td>585,426</td>
<td>585,426</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificate of Deposit</td>
<td>0.46%</td>
<td>100,000</td>
<td>100,230</td>
<td>12/29/15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Board of Administration (SBA)</td>
<td>1.80%</td>
<td>19,037</td>
<td>19,037</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total short-term funds</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$ 7,987,810</strong></td>
</tr>
<tr>
<td>Short-term funds:</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>US Treasury Note Investments (backed by full faith and credit of the United States Government):</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>US TREASURY NOTES 91282RJU</td>
<td>02/21/14</td>
<td>2,000,000</td>
<td>100,594</td>
<td>1.00%</td>
<td>2,018,270</td>
<td>2,011,880</td>
<td>09/30/16</td>
<td>AAA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>US TREASURY NOTES 91282K66</td>
<td>09/09/15</td>
<td>1,000,000</td>
<td>99,926</td>
<td>0.50%</td>
<td>998,750</td>
<td>999,260</td>
<td>04/30/17</td>
<td>AAA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>US TREASURY NOTES 91282RJU</td>
<td>02/07/13</td>
<td>1,000,000</td>
<td>100,133</td>
<td>1.38%</td>
<td>992,500</td>
<td>1,001,330</td>
<td>08/31/20</td>
<td>AAA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>US TREASURY NOTES 91282RJU</td>
<td>09/09/15</td>
<td>1,000,000</td>
<td>101,320</td>
<td>1.88%</td>
<td>1,002,188</td>
<td>1,013,200</td>
<td>11/30/21</td>
<td>AAA</td>
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<td><strong>Total US Treasury Note Investments</strong></td>
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<td><strong>$ 6,000,000</strong></td>
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<td>Government National Mortgage Investments (backed by full faith and credit of the United States Government):</td>
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<tr>
<td>GNMA II ARM PASS THRU POOL 8286</td>
<td>05/04/99</td>
<td>490,000</td>
<td>101,886</td>
<td>1.75%</td>
<td>2,288</td>
<td>2,331</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>GNMA PASS THRU POOL 372024</td>
<td>05/21/98</td>
<td>1,730,000</td>
<td>114,868</td>
<td>6.50%</td>
<td>47,886</td>
<td>55,012</td>
<td>01/15/24</td>
<td></td>
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<tr>
<td>GNMA PASS THRU POOL AD1605</td>
<td>02/01/13</td>
<td>1,000,000</td>
<td>111,913</td>
<td>6.00%</td>
<td>36,765</td>
<td>41,145</td>
<td>03/20/28</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>GNMA PASS THRU POOL 4978</td>
<td>02/11/99</td>
<td>500,000</td>
<td>113,865</td>
<td>6.00%</td>
<td>14,753</td>
<td>16,817</td>
<td>01/15/29</td>
<td></td>
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<tr>
<td>GNMA PASS THRU POOL 2970</td>
<td>02/01/13</td>
<td>2,000,000</td>
<td>114,868</td>
<td>6.50%</td>
<td>22,074</td>
<td>25,250</td>
<td>08/20/29</td>
<td></td>
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<tr>
<td>GNMA PASS THRU POOL 2997</td>
<td>02/01/13</td>
<td>2,000,000</td>
<td>114,868</td>
<td>6.50%</td>
<td>7,706</td>
<td>8,854</td>
<td>11/20/30</td>
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<tr>
<td>GNMA PASS THRU POOL 3147</td>
<td>03/20/08</td>
<td>1,700,000</td>
<td>110,939</td>
<td>5.00%</td>
<td>136,465</td>
<td>151,352</td>
<td>04/15/34</td>
<td></td>
<td></td>
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<tr>
<td>GNMA PASS THRU POOL 3839</td>
<td>01/30/08</td>
<td>1,000,000</td>
<td>107,820</td>
<td>4.50%</td>
<td>154,971</td>
<td>167,089</td>
<td>04/20/36</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>GNMA PASS THRU POOL 4071</td>
<td>01/18/08</td>
<td>1,000,000</td>
<td>108,315</td>
<td>5.00%</td>
<td>102,852</td>
<td>111,404</td>
<td>01/20/38</td>
<td></td>
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<tr>
<td>GNMA 09-9 TA REMIC MULTICLASS CMO</td>
<td>03/17/00</td>
<td>1,000,000</td>
<td>105,046</td>
<td>4.50%</td>
<td>121,109</td>
<td>127,220</td>
<td>08/20/38</td>
<td></td>
<td></td>
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<tr>
<td>GNMA 10-31 AP REMIC MULTICLASS CMO</td>
<td>04/12/10</td>
<td>1,000,000</td>
<td>104,887</td>
<td>4.00%</td>
<td>332,164</td>
<td>348,397</td>
<td>08/20/38</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>GNMA PASS THRU POOL 702875</td>
<td>05/10/10</td>
<td>1,015,000</td>
<td>108,806</td>
<td>4.00%</td>
<td>673,937</td>
<td>719,799</td>
<td>07/15/39</td>
<td></td>
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<tr>
<td>GNMA 13-28 DE REMIC MULTICLASS CMO</td>
<td>02/08/13</td>
<td>1,000,000</td>
<td>96,829</td>
<td>1.75%</td>
<td>777,256</td>
<td>753,386</td>
<td>12/20/42</td>
<td></td>
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<td>GNMA 13-42 DE REMIC MULTICLASS CMO</td>
<td>03/13/13</td>
<td>1,000,000</td>
<td>99,434</td>
<td>1.75%</td>
<td>431,927</td>
<td>429,483</td>
<td>01/20/43</td>
<td></td>
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<tr>
<td><strong>Total Government National Mortgage Investments</strong></td>
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<td></td>
<td><strong>$ 18,652,305</strong></td>
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<td>Agencys which are non-full faith and credit:</td>
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<td>Federal Farm Credit Investments:</td>
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<tr>
<td>FEDERAL FARM CREDIT</td>
<td>10/16/12</td>
<td>1,000,000</td>
<td>99,825</td>
<td>1.42%</td>
<td>999,250</td>
<td>998,250</td>
<td>07/10/19</td>
<td>AAA</td>
<td>AA+</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEDERAL FARM CREDIT</td>
<td>12/13/13</td>
<td>2,000,000</td>
<td>99,494</td>
<td>1.29%</td>
<td>1,931,749</td>
<td>1,898,880</td>
<td>06/14/19</td>
<td>AAA</td>
<td>AA+</td>
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<tr>
<td>FEDERAL FARM CREDIT</td>
<td>04/22/13</td>
<td>1,000,000</td>
<td>99,054</td>
<td>0.74%</td>
<td>1,000,000</td>
<td>999,540</td>
<td>07/25/17</td>
<td>AAA</td>
<td>AA+</td>
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<tr>
<td>FEDERAL FARM CREDIT</td>
<td>05/03/13</td>
<td>1,000,000</td>
<td>97,722</td>
<td>0.96%</td>
<td>1,000,000</td>
<td>967,220</td>
<td>05/08/18</td>
<td>AAA</td>
<td>AA+</td>
<td></td>
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<tr>
<td>FEDERAL FARM CREDIT</td>
<td>10/19/12</td>
<td>1,000,000</td>
<td>100,009</td>
<td>1.24%</td>
<td>1,000,000</td>
<td>1,000,090</td>
<td>10/25/18</td>
<td>AAA</td>
<td>AA+</td>
<td></td>
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<tr>
<td>FEDERAL FARM CREDIT</td>
<td>01/12/11</td>
<td>1,000,000</td>
<td>107,079</td>
<td>3.33%</td>
<td>1,000,000</td>
<td>1,070,790</td>
<td>01/28/19</td>
<td>AAA</td>
<td>AA+</td>
<td></td>
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<tr>
<td>FEDERAL FARM CREDIT</td>
<td>07/31/12</td>
<td>800,000</td>
<td>99,589</td>
<td>1.40%</td>
<td>798,600</td>
<td>796,712</td>
<td>08/01/19</td>
<td>AAA</td>
<td>AA+</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Issuer CUSIP</td>
<td>Purchase Date</td>
<td>Quantity</td>
<td>Estimated Price</td>
<td>Coupon Rate</td>
<td>Cost</td>
<td>Market Value</td>
<td>Maturity Date</td>
<td>Moody's Rating</td>
<td>S &amp; P Rating</td>
<td>Percentage of Total Cash and Investments</td>
<td>Percentage of Long-Term Investments</td>
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<tr>
<td>FEDERAL FARM CREDIT</td>
<td>01/12/15</td>
<td>2,000,000</td>
<td>99.874</td>
<td>2.15%</td>
<td>$2,000,000</td>
<td>$1,997,480</td>
<td>01/20/21</td>
<td>AAA</td>
<td>AA+</td>
<td>18.11%</td>
<td>21.23%</td>
</tr>
</tbody>
</table>

**Total Federal Farm Credit Investments**

- **Total** $9,800,000
- **Price** $9,729,599
- **Market Value** $9,849,962
- **Percentage of Total Cash and Investments** 18.11%
- **Percentage of Long-Term Investments** 21.23%

**Federal Home Loan Banks Investments**

- FEDERAL HOME LOAN BANK 07/31/12 3,750,000 $100.015 1.55% $3,750,000 $3,750,583 08/15/19 AAA AA+
- FEDERAL HOME LOAN BANK 10/10/12 1,000,000 99.907 1.49% 1,000,000 996.570 11/01/19 AAA AA+
- FEDERAL HOME LOAN BANK 10/19/12 1,000,000 99.292 1.05% 1,000,000 992.920 04/29/20 AAA AA+
- FEDERAL HOME LOAN BANK 04/27/15 1,300,000 99.978 1.00% 1,000,000 1,299.714 05/21/20 AAA AA+
- FEDERAL HOME LOAN BANK 07/31/12 3,000,000 99.139 1.25% 3,000,000 2,974.170 08/14/20 AAA AA+

**Total Federal Home Loan Banks Investments**

- **Total** $10,050,000
- **Price** $9,750,000
- **Market Value** $10,013,937
- **Percentage of Total Cash and Investments** 18.42%
- **Percentage of Long-Term Investments** 21.59%

**Federal Home Loan Mortgage Investments**

- FEDERAL HOME LN MTG CORP 03/05/13 1,000,000 99.950 1.10% 1,000,000 999.500 07/30/18 AAA AA+
- FEDERAL HOME LN MTG CORP 04/11/13 2,000,000 100.000 1.05% 2,000,000 2,000.000 10/30/18 AAA AA+
- FEDERAL HOME LN MTG CORP 09/25/15 1,000,000 99.932 1.25% 1,000,000 1,999.320 10/15/20 AAA AA+
- FEDERAL HOME LN MTG CORP 09/24/15 2,000,000 99.927 1.25% 2,000,000 1,998.540 09/30/20 AAA AA+
- FEDERAL HOME LN MTG CORP 04/27/15 1,300,000 99.978 1.00% 1,300,000 1,299.714 05/21/20 AAA AA+
- FHLMC GOLD PASS THRU POOL J01091 01/17/06 1,000,000 105.873 5.00% 105873 70.273 02/01/21
- FHLMC GOLD PASS THRU POOL C91020 03/21/07 1,000,000 110.084 5.50% 110084 62.081 03/01/27

**Total Federal Home Loan Mortgage Investments**

- **Total** $9,000,000
- **Price** $7,130,354
- **Market Value** $7,143,670
- **Percentage of Total Cash and Investments** 13.14%
- **Percentage of Long-Term Investments** 15.40%

**Federal National Mortgage Association Investments**

- FEDERAL NATL MTG ASSN 12/11/12 1,000,000 99.739 1.00% 1,000,000 997.390 06/27/18 AAA AA+
- FEDERAL NATL MTG ASSN 11/27/12 1,000,000 100.125 1.10% 1,000,000 1,001.250 12/18/18 AAA AA+
- FEDERAL NATL MTG ASSN 07/31/12 1,000,000 100.043 1.13% 1,000,000 1,000.430 07/30/19 AAA AA+
- FEDERAL NATL MTG ASSN 08/13/12 2,000,000 100.126 1.63% 2,000,000 2,002.520 08/28/19 AAA AA+
- FEDERAL NATL MTG ASSN 10/16/12 1,000,000 98.883 1.60% 1,000,000 988.830 10/30/20 AAA AA+
- FEDERAL NATL MTG ASSN 08/15/12 2,500,000 99.989 2.00% 2,497.500 2,499.200 12/14/20 AAA AA+
- FEDERAL NATL MTG ASSN 01/12/15 1,000,000 99.137 2.00% 1,000,000 991.370 01/27/22 AAA AA+
- FNMA PASS THRU POOL 255994 03/12/07 1,605,000 111.799 5.50% 111799 141.820 11/01/25

**Total Federal National Mortgage Association Investments**

- **Total** $11,105,000
- **Price** $9,639,320
- **Market Value** $9,639,543
- **Percentage of Total Cash and Investments** 17.73%
- **Percentage of Long-Term Investments** 20.78%

**Total Federal Instrumentalities (United States Government Agencies which are non-full faith and credit):**

- **Total** $39,955,000
- **Price** $36,248.273
- **Market Value** $36,647.112
- **Percentage of Total Cash and Investments** 67.40%
- **Percentage of Long-Term Investments** 79.00%

**Total Long-Term Investments**

- **Total** $64,607,305
- **Price** $45,872,661
- **Market Value** $46,388,028

**Total Short-Term Funds and Long-Term Investments**

- **Total** $53,860,471
- **Price** $54,376,067

**Blended Portfolio Rate of Return** 1.36%

**Average Maturity (in years)** 5.64
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 Police Chief Brett Railey, followed by the Pledge of Allegiance.

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

Also present:
City Manager Randy Knight
City Attorney Kurt Ardaman
City Clerk Cynthia Bonham

Approval of the agenda

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

Mayor’s Report

Patrick Chapin updated the Commission on the holiday festivities and thanked the City staff for their hard work and support. He spoke about the Chamber’s marketing impressions where the ad circulation for Winter Park shopping touched 683,000 people and on-line almost 800,000 people. He stated they raised over $80,000 for the Feed the Need campaign.

a. Recognition – America In Bloom

Kris Stenger, Keep Winter Park Beautiful and Sustainable Advisory Board staff liaison, introduced Vice Chairman of the KWPB&S Advisory Board Stephen Pategas. Mr. Pategas, who is also the Chairman of the Winter Park Blooms Committee, presented the results of the ‘America in Bloom’ competition where they received the Outstanding Achievement Award for overall impression. He summarized the other criteria they are judged on, and that they have won two major awards and hope for a third win so they will be entered into the Circle of Champions competition. He commended Kris Stenger and Abby Gulden for their hard work and support.

b. Presentation – Susan Johnson, Founder and President of Support our Scholars

Ms. Johnson summarized their program that helps disadvantaged families that have scholarships into college with the other necessities such as books and things for their dorm rooms. She spoke about the three students from Winter Park that they are assisting. She provided a sample of a yard sign for a fundraiser they hope to put throughout the City that says “Support our Scholars”. She stated they hope to have a kickoff party in Central Park that will include various corporate sponsors who
can help these students that one day with their application forms to college, etc. to help get them started toward their next step.

c. **Recognition – “Winter in the Park” Holiday Window Contest winners**

Planning Director Dori Stone announced the two winners:  
People’s Choice Award – Tugboat & The Bird – received a $250.00 utility bill credit  
Design Excellence Award – Gary Lambert Salon – received a $500.00 utility bill credit

d. **Board appointment: Civil Service Board**

Mayor Leary reappointed Kip Marchman (term 2016-2019); and Pitt Warner to replace Johnny Jallad (term 2016-2019). Seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

Mayor Leary spoke about the legislative trip to Tallahassee with City Manager Knight where they discussed the Lake Howell opportunity as well as other priorities agreed to by the Commission.

**City Manager’s Report**

City Manager Knight reminded the Commission this is the last meeting of the year. He addressed the Russell Athletic Bowl Battle of the Bands on December 29 and that the Dinner on the Avenue tables go on sale January 4. Commissioner Sprinkel asked that more tables be added to prevent disappointment of those not getting a table. Upon discussion, staff will meet with the Chamber and merchants and bring back a recommendation to the Commission on January 11. There was discussion about the event not being kid friendly.

**City Attorney’s Report**

No report.

**Non-Action Item**

a. **PACE Interlocal agreement**

Employee Kris Stenger introduced Jonathan Schaefer, Program Manager for Property Assessed Clean Energy (PACE). Mr. Schaefer explained the program is a way for residential and commercial property owners to finance improvements that make their homes and businesses safer in a storm, reduce energy use or create renewable energy onsite and is based on property value and paid back through an assessment on the annual property tax bill. Upon discussion, there was a consensus to bring an agreement back to the Commission on the January 11 agenda.
Consent Agenda

a. Approve the minutes of November 23, 2015.
b. Approve the following purchases and contracts:
   1. PR158996 to Sternberg Lanterns for Aloma Streetlights; $85,664. **PULLED FOR DISCUSSION. SEE BELOW.**
   2. Purchase and subsequent PR for two Pierce Fire Apparatus – Quantum Pumpers from Pierce Manufacturing Inc., and authorize Mayor to execute piggyback contract.
   3. PR159016 to Sungard HTE for Maintenance and Technical Support Services for FY16; $93,770.
   4. PR159003 for the purchase of one Crew Cab Dump Truck from Orlando Freightliner Inc.; $103,224.
   5. Piggyback contract IFB15-0017 (City of Orlando) with Layne Inliner for Storm Line Rehabilitation Cleaning & Video Recording.
   6. Award to Kelly, Collins & Gentry, Inc., RFP-3-2016, for the Engineering & Design Service for St. Andrews Trail Project. Authorize Mayor to execute contract and approve subsequent purchase requisition. **PULLED FOR DISCUSSION. SEE BELOW.**
c. Approve the contract extension of 90 days with Waste Pro of Florida. **PULLED FOR DISCUSSION. SEE BELOW.**
d. Approve the budget amendment of $11,691 for the stormwater capital fund. **PULLED FOR DISCUSSION. SEE BELOW.**
e. Approve the addition of janitorial cleaning to the Winter Park Train Station on the weekends.

Motion made by Commissioner McMacken to approve Consent Agenda items a, b2-5, and e; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote. No public comments were made.

Consent Agenda item b-1:

Commissioner Sprinkel pulled this item and asked for the status of the pricing of other lanterns. Electric Utility Assistant Director Terry Hotard explained the original project went from Lakemont to Pennsylvania and that this covers the area between Shepherd and Cortland Avenues where lights were not installed on Aloma Avenue because of funding. He explained that these lights match what was already installed along Aloma. **Motion made by Commissioner Sprinkel to approve Consent Agenda item b-1; seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.** No public comments were made.

Consent Agenda item b-6:

Commissioner Seidel pulled this item due to a Conflict of Interest. Form 8b was submitted for the record. Commissioner Cooper wanted to ensure that staff has met with the residents of the Four Seasons. Public Works Director Attaway stated part of the design is meeting with the public and making sure all the stakeholders
are aware and approve of what they are doing. **Motion made by Commissioner McMacken to approve Consent Agenda item b-6; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.** No public comments were made.

**Consent Agenda item c:**

Commissioner McMacken pulled this item to make sure when the RFQ is put back there that the questions are tightened up. **Motion made by Commissioner McMacken to approve Consent Agenda item c; seconded by Commissioner Cooper and carried unanimously with a 5-0 vote.** No public comments were made.

**Consent Agenda Item d:**

Commissioner Seidel pulled this item to gain a better understanding of the background. Assistant Public Works Director Don Marcotte provided additional information regarding the project. **Motion made by Commissioner Seidel to approve Consent Agenda item d; seconded by Mayor Leary and carried unanimously with a 5-0 vote.** No public comments were made.

**Action Items Requiring Discussion**

No action items.

**Public Hearings:**

a. **Request of Rollins College:**

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 “LAND DEVELOPMENT CODE” ARTICLE III, “ZONING REGULATIONS” SECTION 58-67 “LOW DENSITY RESIDENTIAL (R-2) DISTRICT” SO AS TO ADD A NEW CONDITIONAL USE FOR CHILD CARE CENTERS, SUBJECT TO CERTAIN LIMITATIONS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE First Reading

Conditional use approval for a child care and educational facility operated by Rollins College on the property at 315 Holt Avenue, zoned R-2 and providing for the approval of a development agreement pertaining to the project.

Attorney Ardaman read the ordinance by title. Planning Manager Jeff Briggs explained the request that went before the Planning and Zoning Board and that this request is without a rezoning. He stated that the conditional use approval will be at the second reading of the ordinance on January 11, 2016.

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

b. Request of SVAP Winter Park L.P.: Conditional use approval to redevelop and renovate the Winter Park Center (K-Mart Shopping Center) at 501 N. Orlando Avenue to provide for the redevelopment of existing stores and parking lot including an exception for parking in order to accommodate increased restaurant tenant space.

Planning Manager Jeff Briggs summarized the project as being a remodel and upgrade of the existing center and not a redevelopment project because of the need to keep the shopping center active and leased out. He stated the improvements will be done in phases and that the entire shopping center will get a new face lift. He stated the project will be about 14,500 square feet less than what is there today. He explained other improvements with the project to include a more pedestrian friendly environment with more sidewalks and landscaping, more restaurants, and new signage. He addressed the challenges with the design of stormwater retention because of the code requirement that developers must retrofit for stormwater retention. Mr. Briggs addressed questions of the Commission to include road access and impervious space.

J. J. Johnson, representing the applicant, Sloane and Johnson Law Firm, addressed their project being a renovation, not a redevelopment and summarized some of their proposed improvements such as putting in underground infiltration systems. Upon questioning by Commissioner Seidel, discussion ensued regarding a connection from the shopping center to the west that the applicant stated is not possible. Assistant Public Works Director Don Marcotte addressed the stormwater system being upgraded for current technology and that it will meet code.

Motion made by Commissioner McMacken to approve the final conditional use request with the Planning and Zoning Board conditions; 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.

Public comments (items not on the agenda):

1. Dan Bellows, 411 W. New England Avenue, spoke about the Eatonville car event from two weeks ago that was out of control and people coming onto the Ravaudage property causing an unsafe situation. He asked that measures be put into place as to a resolution for the next time as this affected both the Winter Park and Maitland Police Departments who did an outstanding job with controlling the situation.

2. Lambrine Macejewski, 210 Dana Lane, spoke about the concerns with recent crime and the school lockdown at her child’s school. She spoke about workforce
housing that was previously discussed as a Commission and asked where the City was with that so more police live in the City. City Manager Knight stated the ordinance was modified to allow funds to be used for workforce housing but that currently there is no fee being collected to fund this.

Recess

A recess was taken from 5:10 to 5:30 p.m.

c. Request of Sydgan Corporation: Conditional use approval to construct a third story onto the existing two story building at 425 West New England Avenue, zoned C-2.

Planning Manager Jeff Briggs addressed the conditional use request to add a third floor on the building for a single residential unit. He explained the variance needed for the third floor requirement to be terraced back from the façade of the first two floors in order to maintain the vertical wall and to maintain the character on the street. Applicant Dan Bellows explained that the façade is in line with the other buildings.

Motion made by Commissioner McMacken to approve the conditional use request with the Planning and Zoning Board conditions; 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 Sydgan Corporation: Approval to construct a steeple on top of the Grant Chapel Building at 216 West Lyman Avenue, zoned O-2.

Planning Manager Jeff Briggs explained the request to construct a steeple on top of the Grant Chapel Building and because of the Office zoning someone can build to the 35’ height limit. He stated they are asking for up to an eight (8)’ foot additional variance so the steeple would reach 43’ tall at the peak. He stated that staff did not recommend approval because on that section of Lyman Avenue there are no other buildings of that height. He stated that the Planning and Zoning Board recognized that many church steeples on many churches in residential areas of the city exceed the height limit so they were not concerned with the additional height considering the small scale of what they are asking for.

Commissioner Cooper asked about any community input that was obtained from Westside residents. Mr. Briggs spoke about mailing notices along with the plans to the neighbors within 500’. He stated the two emails received are in the packet. She wanted to see the opportunity for the community to have a meeting to allow them to come and voice their opinions and talk to the builder because this building is part of the Westside community.
Motion made by Commissioner Sprinkel to approve the request; seconded by Mayor Leary. Commissioner Sprinkel commented that this improves the look of the building and did not see the height difference being the issue since it is a steeple.

Motion made by Commissioner Cooper to table this item until the community has the opportunity for a community meeting to sit with the applicant. The motion failed for lack of a second.

Upon questioning, the applicant stated there are no plans to put in a bell or any type of amplified system. Planning Manager Briggs stated if this did occur it would fall under the noise ordinance.

No public comments were made. Upon a roll call vote on the main motion to approve the request, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

e. Request of Warner Chapel Primitive Baptist Church: Conditional use approval to construct a fellowship hall addition to their church building for Sunday School Classroom space and fellowship hall activities in conjunction with the church at 753 West Comstock Avenue, Zoned R-1A

Planning Manager Jeff Briggs explained the conditional use request is for added space the church needs.

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

f. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING THE UTILITY EASEMENTS LOCATED AT 110 SOUTH ORLANDO AVENUE, WINTER PARK, FLORIDA, PROVIDING AN EFFECTIVE DATE First Reading

City Attorney Ardaman read the ordinance by title. Assistant Public Works Director Don Marcotte explained the request to vacate the easement for Lakeside Crossing and that no one is opposed to the vacation.

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

ORDINANCE NO. 3021-15: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, “LAND DEVELOPMENT CODE”, ARTICLE I “COMPREHENSIVE PLAN” FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATIONS OF COMMERCIAL AND LOW DENSITY RESIDENTIAL TO PLANNED DEVELOPMENT FUTURE LAND USE ON THE PROPERTIES AT 1531 LEE ROAD AND 1325 LEWIS DRIVE, MORE PARTICULARLY DESCRIBED HEREIN. Second Reading

ORDINANCE NO. 3022-15: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, “LAND DEVELOPMENT CODE”, ARTICLE III, “ZONING” AND THE OFFICIAL ZONING MAP SO AS TO CHANGE THE COMMERCIAL (C-3) AND LOW DENSITY RESIDENTIAL (R-2) DISTRICT DESIGNATIONS TO PLANNED DEVELOPMENT (PD-2) DISTRICT ZONING ON THE PROPERTIES AT 1531 LEE ROAD AND 1325 LEWIS DRIVE, MORE PARTICULARLY DESCRIBED HEREIN. Second Reading

Attorney Ardaman read the ordinances by title. No public comments were made.

Motion made by Commissioner McMacken to adopt the comprehensive plan ordinance; seconded by Commissioner Sprinkel. 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 adopt the zoning ordinance; seconded by Commissioner Sprinkel. 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.

h. ORDINANCE NO. 3023-15: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING ARTICLE I, CHAPTER 70, SECTION 70-10 OF THE CODE OF ORDINANCES REGARDING PEDDLERS, HAWKERS AND SOLICITORS BY CREATING REGULATIONS FOR STREET PERFORMERS IN CERTAIN DESIGNATED AREAS OF THE CITY; PROVIDING LEGISLATIVE FINDINGS OF THE CITY; PROVIDING ADDITIONAL DEFINITIONS; PROVIDING FOR PROHIBITIONS AND UNLAWFUL ACTS OF STREET PERFORMERS; PROVIDING AMPLE ALTERNATIVE CHANNELS RELATING TO PERFORMANCE AREAS; PROVIDING PENALTIES; AND PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS AND AN EFFECTIVE DATE. Second Reading

City Attorney Ardaman read the ordinance by title. Discussion ensued regarding the minutes reflecting two people opposed the ordinance but that no one spoke against the ordinance. It was clarified that the two persons indicated on their request to speak forms that they opposed the ordinance but that they did not reflect that in their comments made.

Motion made by Commissioner McMacken to adopt the ordinance; 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 Attorney Ardaman read the ordinance by title. Mayor Leary thanked staff and the board for their hard work. He expressed that the ordinance is an improvement but that he has challenges with lowering the threshold to 50% plus one, and with the 30 day demolition period that he wanted to be 60 days. He addressed other concerns he had with the ordinance as well. He stated that he believed another public forum would be helpful to discuss the ordinance and to give concrete examples of this because he did not believe this ordinance will protect and preserve the truly historic assets in the city.

Motion made by Mayor Leary to deny this ordinance as it stands; seconded by Commissioner Sprinkel.

Commissioner Seidel agreed that historic houses will not be saved with this ordinance but that there is balance and is a step to clean up the current ordinance and then move forward with figuring out how to get the incentives done. Commissioner Cooper spoke about not being 100% satisfied with the ordinance but that there was a consensus with the Historic Preservation Board to move this forward. Commissioner Sprinkel addressed the majority of people she spoke with disagreeing with this ordinance, especially the historic district portion. Further discussion ensued regarding the 50 year time frame for historic homes and the value of those homes.

Pete Weldon, 700 Via Lombardy, spoke in opposition to the ordinance and against historic districts.

Upon a roll call vote to deny the ordinance, Commissioners Seidel, Cooper and McMacken voted no. Mayor Leary and Commissioner Sprinkel voted yes. The motion failed with a 3-2 vote.

Motion made by Commissioner McMacken to adopt the ordinance as presented; seconded by Commissioner Cooper.
Motion made by Mayor Leary to table this until such time as the City can coordinate public notice and have a City-wide forum (in February) on this topic to further educate and communicate this in greater detail with real life examples of how this could impact; seconded by Commissioner Sprinkel. Planning Director Dori Stone spoke about the public notice already provided throughout the process with those impacted and that a City-wide notice has not been done. She provided clarification regarding demolitions within the ordinance. Upon a roll call vote to table the ordinance, Commissioners Seidel, Cooper and McMacken voted no. Mayor Leary and Commissioner Sprinkel voted yes. The motion failed with a 3-2 vote.

Upon a roll call vote on the main motion to adopt the ordinance as presented, Commissioners Seidel, Cooper and McMacken voted yes. Mayor Leary and Commissioner Sprinkel voted no. The motion carried with a 3-2 vote.

J. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, ACCEPTING RECOMMENDATIONS FOR INCENTIVES FOR HISTORIC PRESERVATION FROM THE HISTORIC PRESERVATION BOARD.

Planning Director Dori Stone stated she presented this to the Historic Preservation Board last week and informed them that the Commission wanted information on financial numbers attached to the incentives. She informed the Commission that the Board believed the financial incentives needed more work and that they wanted the opportunity to continue working on that prior to the Commission taking action. Upon discussion, there was a consensus that this resolution come back on a February agenda.

City Commission Reports:

a. Commissioner Seidel – Complimented Mayor Leary as to how he handled the historic preservation process, that he handled himself as a gentleman and listened to everyone, and that the Commission meetings have been genuine and have had free flowing discussions.

b. Commissioner Sprinkel – Expressed how much she loves Winter Park and being part of this great community.

c. Commissioner Cooper – Spoke about the idea of “Councilman on the Square” whereby commissioners take Saturdays to be available for the residents on a rotational basis. She stated she would love for everyone to participate and to think about it and let her know.

d. Commissioner McMacken – Thanked staff and the Chamber of Commerce for all the holiday events. He addressed the audio system in the Chamber and the ability to skype that needs to be improved.
e. Mayor Leary – Spoke about the holiday events the last three days that were most enjoyable and thanked staff for their hard work and support.

The meeting adjourned at 6:43 p.m.

Mayor Steve Leary

ATTEST:

City Clerk Cynthia S. Bonham, MMC
<table>
<thead>
<tr>
<th>item type</th>
<th>Consent Agenda</th>
<th>meeting date</th>
<th>January 11, 2016</th>
</tr>
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<tbody>
<tr>
<td>prepared by</td>
<td>Purchasing Division</td>
<td>approved by</td>
<td>City Manager □</td>
</tr>
<tr>
<td>department division</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>board approval</td>
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<td>N/A □</td>
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### Purchases over $75,000

<table>
<thead>
<tr>
<th>vendor</th>
<th>item</th>
<th>background</th>
<th>fiscal impact</th>
<th>motion</th>
<th>recommendation</th>
</tr>
</thead>
</table>

This purchase will be made utilizing NJPA Contract# 031014-ALT.

<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>ADPI Intermedix</td>
<td>PR159163 – EMS Fire Billing Services Collections</td>
<td>Total expenditure included in approved FY16 budget. Amount: $84,000</td>
<td>Commission approve PR159163 to ADPI Intermedix for EMS Fire Billing Services Collections.</td>
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This purchase will be made utilizing RFP-2-2015 – City Commission awarded this contract on March 23, 2015.

### 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>
</tr>
</thead>
</table>

The City utilized a formal solicitation process to award this contract. The contract term was for a period of one (1) year, with the option to renew upon mutual agreement, not to exceed five (5) years in total.
### item

<table>
<thead>
<tr>
<th>Item type</th>
<th>Consent Agenda</th>
<th>meeting date</th>
<th>January 11, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>prepared by</td>
<td>Dori Stone</td>
<td>approved by</td>
<td></td>
</tr>
<tr>
<td>department</td>
<td>Planning &amp; Comm. Development</td>
<td>City Manager</td>
<td></td>
</tr>
<tr>
<td>division</td>
<td></td>
<td>City Attorney</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>N|A</td>
<td></td>
</tr>
<tr>
<td>board</td>
<td></td>
<td>yes</td>
<td>no</td>
</tr>
<tr>
<td>approval</td>
<td></td>
<td></td>
<td>N|A</td>
</tr>
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<td>strategic objective</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Exceptional Quality of Life</td>
<td></td>
<td>Fiscal Stewardship</td>
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<td></td>
<td>Intelligent Growth &amp; Development</td>
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<td>Public Health &amp; Safety</td>
</tr>
<tr>
<td></td>
<td>Investment in Public Assets &amp; Infrastructure</td>
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</table>

**subject**

Evaluation and Appraisal Notification to the Florida Department of Economic Opportunity

**motion | recommendation**

Recommend approval of the attached letter outlining plans to update the Comprehensive Plan per Chapter 163.3191, Florida Statutes

**background**

Chapter 163.3191, Florida Statutes requires that every seven years, cities and counties notify the Florida Department of Economic Opportunity (FDEO) by letter of their intent to amend and/or update the adopted Comprehensive Plan. The City’s Comprehensive Plan was adopted in February 2009, so the city’s notification to FDEO is due by February 1, 2016. Staff has prepared a letter for the Mayor’s signature stating that the need exists to amend the adopted Comprehensive Plan to reflect changes in State requirements and local conditions since the last time the city’s Comprehensive Plan was updated and adopted.

Much of the data collection that was used in the 2009 Comprehensive Plan was collected in 2004, such as traffic counts, population projections, utility customers and parklands. These have not been updated through the past 11 years. Staff will review each element of the Comprehensive Plan and determine what data needs to be updated. The update to the Comprehensive Plan will be due one year from the date of the letter.

**alternatives | other considerations**

N/A
fiscal impact

None
January 31, 2016

Mr. Ray Eubanks
Plan Processing Administrator
Florida Department of Economic Opportunity
The Caldwell Building
107 East Madison Street, MSC 160
Tallahassee, Florida 32399

RE: Winter Park Evaluation and Appraisal Notification Letter

Dear Mr. Eubanks:

In accordance with the Evaluation and Appraisal Notification Schedule 2012-2018 that requires that the City of Winter Park transmit a Notification Letter by February 1, 2016, the City has conducted its evaluation and determination, and finds that it will be necessary to amend the City of Winter Park’s Comprehensive Plan in order to be consistent with the changes in State requirements and local conditions. The City understands that these Comprehensive Plan amendments must be transmitted to the FDEO by February 1, 2017, and are subject to the State Coordinated Review Process.

Should you require any further information regarding this matter, please contact Dori Stone, AICP, Planning and Community Development Director, at 407-599-3665 or at dstone@cityofwinterpark.org

Sincerely,

Steve Leary
Mayor

cc: Winter Park City Commissioners
Randy Knight, City Manager
Kurt Ardaman, City Attorney
Dori Stone, Planning & Community Development Director
December 3, 2015

The Honorable Steve Leary, Mayor
City of Winter Park
401 South Park Avenue
Winter Park, Florida 32789

RE: Winter Park Evaluation and Appraisal Notification Letter Due Date

Dear Mayor Leary:

As you know each local government in the State of Florida is required to regularly review its comprehensive plan pursuant to Section 163.3191, Florida Statutes (2015). The Department of Economic Opportunity, Bureau of Community Planning created a submittal schedule for the Evaluation and Appraisal Notification Letters which was posted on the Department’s website on July 1, 2011.

The purpose of this letter is twofold: first to remind you that your Evaluation and Appraisal Notification Letter is due on February 1, 2016; and second, to make you aware of the implications of not timely submitting your notification letter.

The Legislature made three processing changes to Section 163.3191, Florida Statutes, regarding the evaluation and appraisal process. The law eliminated the need to adopt an Evaluation and Appraisal Report. The law requires local governments to evaluate its comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements and notify the Department by letter to its determination. If local governments determine amendments are necessary to their comprehensive plan, the local government shall prepare and transmit amendments within one year of notification letter. Further, the law provides that a local government will be prohibited from amending its comprehensive plan if it fails to timely submit its notification letter or transmit proposed amendment to update its plan within one year of notification if necessary.

It is important to complete the Evaluation and Appraisal notification process and you are encouraged to comprehensively evaluate and, as necessary, update your comprehensive plan to reflect changes in local conditions. Department staff is available to assist and provide technical guidance to your questions concerning this new process.
If you have any questions concerning the processing of the Evaluation and Appraisal Notification Letter or the submittal of proposed Evaluation and Appraisal based amendments, please contact Mr. Ray Eubanks, Plan Review Administrator, at (850) 717-8483 or Mr. James Stansbury Regional Planning Administrator at (850) 717-8512.

Sincerely,

D. Ray Eubanks  
Plan Processing Administrator

DRE/me
Authorize the Orange County Canvassing Board to canvass the March 15, 2016 Winter Park election.

motion | recommendation

Adopt the Orange County Canvassing Board criteria for canvassing Winter Park absentee ballots; and

Allow the Orange County Canvassing Board to canvass the Winter Park election and certify the election results.

background

Our code states: “The Orange County Canvassing Board is hereby authorized to canvass the City of Winter Park ballots voted in the city general election set in accordance with this section (Section 42.10). Since we are piggybacking off of Orange County for this year’s general election, the Orange County Canvassing Board will consist of Judge Jeanette Bigney (Chair) (alternate Judge Steve Jewett); County Commissioner Victoria Siplin (alternate County Commissioner Bryan Nelson); and Orange County Supervisor of Elections Bill Cowles. The criteria the Canvassing Board will use to canvass absentee is consistent with other elections held.

The City Clerk will be present on election night at the elections office and will bring back unofficial results that evening which will not be available until after 7:00 p.m. The certification will not take place until March 25 as they are required to wait 10 days to make sure all overseas ballots are accounted for.
alternatives | other considerations
None.

fiscal impact
None.
### Absentees

<table>
<thead>
<tr>
<th>Description</th>
<th>Accept</th>
<th>Reject</th>
<th>Case by Case</th>
<th>CB Review?</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Signature [101.68(2)(c)(1)]</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signature does not match [101.68(2)(c)(1)] [101.65-15th day]</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signature printed and does not match the signature on file [101.68(2)(c)(1)]</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voter signed envelope for someone else and the other person had a request on file</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificate envelope has two signatures and both voters requested ballots and both received the same card numbers.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voter sends ballot in blank envelope that does not have the oath [101.64(2)]</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voted wrong ballot card (voter has moved) [101.045]</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voter deceased or canceled since ballot returned [101.68(2)(c)(1)]</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Late return of absentee ballot (Except UOCAVA voters) [101.67(2)]</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voted early or at the polls [101.69]</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**F.S. 101.68** Until 5pm on the day before the election, the supervisor shall allow an elector who has returned an absentee ballot that does not include the elector's signature to complete and submit an affidavit in order to cure the unsigned absentee ballot.

### First time voters who registered by mail - Special Absentees

<table>
<thead>
<tr>
<th>Description</th>
<th>Accept</th>
<th>Reject</th>
<th>Case by Case</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voter provides proper identification or indicates exemption [101.6923]</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voter does not provide proper identification or indicate an exemption by 7 pm [101.6923]</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Provisional Ballots 101.048

<table>
<thead>
<tr>
<th>Description</th>
<th>Accept</th>
<th>Reject</th>
<th>Case by Case</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voter is eligible, signature matches, correct precinct</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voter is eligible but did not have proper ID - Signature matches that on file</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voter given the provisional in error--should have voted a regular ballot</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voter's application was not verified by State, voter furnished additional information prior to 5 p.m. of second day. Voter deemed eligible.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ballot cast in wrong precinct</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voter name not found - not registered to vote</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voter moved into county- Eligible, signature matches, correct precinct [101.045]</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voter moved out of county</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voter was canceled as a Felon or for other reasons</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voter registered after the books closed</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Write In Absentee Ballot</td>
<td>Just the Facts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------</td>
<td>---------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Must be a registered voter in the county</td>
<td>Accept</td>
<td>Reject</td>
<td>Case by Case</td>
</tr>
<tr>
<td>Must have signed the FWAB and the signature verified</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No date and no postmark - received after election day</td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>Dated or postmarked on election day or earlier</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No request received but dated on or before election day and oath is signed.</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Challenge of overseas voter based on not meeting definition of [97.021(22)]</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Not registered by deadline - all overseas voters</td>
<td>X</td>
<td></td>
<td></td>
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</tbody>
</table>

**10-Day Extension for Overseas Voters:** A federal write-in absentee ballot may not be canvassed until 7 p.m. on the day of the election. A federal write-in absentee ballot from an overseas voter in a presidential preference primary or general election may not be canvassed until the conclusion of the 10-day period specified in subsection (5). Each federal write-in absentee ballot received by 7 p.m. on the day of the election shall be canvassed pursuant to ss. 101.5614(5) and 101.68, unless the elector's official absentee ballot is received by 7 p.m. on election day. 101.6952 (2)(a) An absent uniformed services voter or an overseas voter who makes timely application for but does not receive an official absentee ballot may use the federal write-in absentee ballot to vote in any federal, state, or local election.

<table>
<thead>
<tr>
<th>Date Adopted:</th>
<th>Orange County Canvassing Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Judge</td>
<td>Orange County Canvassing Board</td>
</tr>
<tr>
<td>County Commissioner</td>
<td>Orange County Canvassing Board</td>
</tr>
<tr>
<td>Supervisor of Elections</td>
<td>Orange County Canvassing Board</td>
</tr>
</tbody>
</table>
### Subject: Second Reading of an Ordinance to Establish a New Conditional Use in R-2 Zoning for Child Care Centers and a Conditional Use Request from Rollins College for the Construction of a Child Care Center at 315 Holt Avenue.

This public hearing involves two combined items:

1. Second Reading of the change to the Zoning Code to establish a new Conditional Use provision in the R-2 zoning district for child care centers; and

2. A Conditional Use request by Rollins College for their specific project at 315 Holt Avenue, as outlined in the attached materials and development agreement.

### Summary:

#### R-2 Zoning Code Amendment:

The proposed new Conditional Use for the R-2 zoning district would be for:

(6) Child care centers which are operated by a non-profit educational institution. The location of such use may not have ingress and egress onto a street which serves primarily residential traffic. The proposed CUP must specifically address traffic impacts, parking, playground noise and hours of operation.

This type of Conditional Use could potentially apply to other situations where non-profit educational child care providers wish to establish a child care facility. A good example that already fits this model is the existing Winter Park Day Nursery at 741 S. Pennsylvania Avenue which is located on land zoned R-2 and has been in that location since the late 1950’s. However, important caveats are that the potential locations cannot be on a “street which serves primarily residential traffic” and each request must stand on its own merits and be reviewed based on compatibility for the location as well as potential impacts from traffic, parking and playground noise.

#### Rollins College Conditional Use Request:

Rollins College desires to redevelop the College Arms property and is seeking the Conditional Use approval pursuant to the adoption of the proposed Ordinance. Specifically, Rollins College desires to move their Child Development Center from the current on-campus location in a renovated house to a new 5,050-square foot, one story building as shown in the attached plans.
Architecturally, the new Child Care Center will continue the Mediterranean architectural theme of the college campus. There will be a fenced playground area to the west of the building for outdoor child play and observation. There will be no outdoor lighting for evening use. Since the initial P&Z meeting, the proposed playground area has been moved 50 feet further to the east leaving a 60 foot separation to the adjacent residential property on Holt Avenue to the west.

The new building will observe a 25 foot setback (versus the permitted 10 foot setback in PQP zoning) in order to maintain continuity with the existing R-2 setback of 25 feet and the prevailing setbacks of the other homes along Holt Avenue.

The new facility will offer child care to those in the Rollins community and to students within the Hamilton Holt evening program which has classes up until 9:00 pm. The anticipated capacity for child care is 25 students at night and 40 students during the day.

The entrance access to the Child Care Center will only be from New York Avenue. This one-way circulation has been arranged so that all traffic enters from New York Avenue and exits onto Fairbanks Avenue and no traffic enters or exits directly from Holt Avenue. The parking spaces on the south side of the drive aisle will be reserved for Child Care Center use such as drop-off and pick-up. The parking spaces on the north side of the drive aisle will be available but those are also used by that adjacent commercial building.

**Development Agreement to Implement the Conditional Use:**

A draft Development Agreement is attached which would be executed, if approved, to place in the public record the conditions of approval for the Child Care Center. Those conditions have been agreed upon by Rollins College and the College Quarter Neighborhood Association as follows:

**SECTION 2. CONDITIONS OF APPROVAL**

Rollins College agrees to develop and maintain the Project and Property in accordance with the conditions of approval imposed by the City Commission, which are outlined as follows:

(i) All employees must park at an off-site location;

(ii) The child care center shall be limited to a one-story building, not to exceed 5,100 square feet in size and thirty (30) feet in height, which shall be developed in substantial compliance with the architectural renderings attached hereto. The building shall be setback a minimum of twenty-five (25) feet along the Holt Avenue side of the Property;

(iii) Enrollment at the child care center shall be limited to forty (40) children during the day (8:30 a.m. to 3:30 p.m.) and twenty-five (25) children during the evening (3:30 p.m. to 9:30 p.m.). The hours of operation of the child care center for the public shall be limited to 8:30 a.m. to 9:30 p.m., Monday through Friday, and staff hours shall be limited to 8:00 a.m. to 10:00 p.m., Monday through Friday. There may be Saturday hours for special events associated with the child care center from 8:00 a.m. to 1:00 p.m.;
Use of the outdoor playground and rear covered patio for the child development center shall be limited to the hours of 9:30 a.m. to 5:30 p.m., Monday through Friday. There shall be no evening or weekend use of the outdoor playground facility or rear covered patio except as set forth for Saturday special events above, which shall be limited to 9:30 a.m. to 1:00 p.m.;

The size of the outdoor playground has been reduced with the removal of Lot 5 from this Conditional Use Application. Lot 5 may be redeveloped in accordance with the R-2 zoning and College Quarter Design Guidelines as residential;

There shall be no evening or weekend use of the outdoor playground facility or rear covered patio except as set forth for Saturday special events above, which shall be limited to 9:30 a.m. to 1:00 p.m.;

The size of the outdoor playground has been reduced with the removal of Lot 5 from this Conditional Use Application. Lot 5 may be redeveloped in accordance with the R-2 zoning and College Quarter Design Guidelines as residential;

There shall be no evening or weekend use of the outdoor playground facility or rear covered patio except as set forth for Saturday special events above, which shall be limited to 9:30 a.m. to 1:00 p.m.;

The size of the outdoor playground has been reduced with the removal of Lot 5 from this Conditional Use Application. Lot 5 may be redeveloped in accordance with the R-2 zoning and College Quarter Design Guidelines as residential;

The size of the outdoor playground has been reduced with the removal of Lot 5 from this Conditional Use Application. Lot 5 may be redeveloped in accordance with the R-2 zoning and College Quarter Design Guidelines as residential;

There shall be no lighting signage located on the child care center building or neon lighting on the exterior of the building. Signage shall be limited to one, ground-mounted sign no larger than four (4) square feet, limited to no more than four (4) feet in height, to be installed on the New York Avenue side of the building;

All exterior lighting for the Property, including lighting on the building, the parking area, and the lawn, shall be downward shielded to prevent any glare and light spillage onto any surrounding residential properties and lighting shall achieve a measurement of 0.5 foot-candles measured at the western, southern, and eastern property lines. There shall be no free-standing lights within the outdoor playground area, and such area shall not otherwise be lit by building or roof mounted spot lights;

There shall be no outdoor loud speakers or amplification of sound, excluding any required emergency/life-safety equipment (e.g., fire alarm or security system);

To serve as a visual buffer and assist with noise attenuation, Rollins shall install an increased landscape buffer along the side of the outdoor playground facing Holt Avenue, including, but not limited to, the installation of a viburnum or equivalent hedge running the length of the side yard fence depicted on the site plan;

The main entrances to the building shall be from the sides of the building facing Fairbanks Avenue and New York Avenue. The door depicted on the site plan in the middle of the building on the Holt Avenue side of the Property shall be a non-operational, fixed door and will not provide general access to the building;

The vehicular ingress to the child care center shall be only from New York Avenue, not Holt Avenue, and the proposed ingress/egress from New York Avenue shall be re-designed to provide only one-directional ingress from New York Avenue with angled parking, with patrons exiting the site through the adjacent commercial property onto Fairbanks Avenue; and

In the event residential unit(s) are built on the western lot within the Property, any driveway related thereto shall be limited solely to use by the occupants of such dwelling and shall not be accessible or otherwise for use by child care staff (unless said staff lives in said unit) and patrons of the child development center to access Holt Avenue.
Planning and Zoning Board Review:

The Planning and Zoning Board was pleased that the College Quarter neighborhood group and Rollins College had worked together to resolve the issues of concern and to derive conditions of approval acceptable to all parties. The P&Z Board agreed that the proposed Zoning Code amendment to establish a new Conditional Use in the R-2 zoning district is an appropriate provision that is consistent with other potential conditional uses that already exist in the R-2 zoning district including Churches which in many cases have child care as part of their religious mission.

As per the specific Conditional Use request by Rollins College, the P&Z Board concluded that the request meets the standards for approval as specified in Section 58-90 (j). This is based upon the proposed development agreement which imposes conditions, restrictions and safeguards that provide for operations that are compatible with the adjacent residential properties.

The Conditional Use provides both an educational purpose and a societal amenity. The scale of the proposed building (one story) and the size of 5,050-square feet is significantly smaller than the amount of building that would be allowed under the R-2 FAR of 55%. The architectural style and traffic circulation work to make the proposal compatible with the surrounding neighborhood. Together with the restrictions and limitations agreed to by the applicant, the P&Z Board concluded that the proposal represents compatible redevelopment.

Planning Staff Recommendation:

The Planning staff recommendation was the same as approved by the Planning and Zoning Board.

Planning and Zoning Board Recommendation:

Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve an Ordinance amending Chapter 58 “Land Development Code” Article III, “Zoning” so as to add within Section 58-67 Low Density Residential (R-2) district, a new conditional use provision for child care centers operated by non-profit entities subject to certain limitations. Motion carried unanimously with a 7-0 vote.

Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve the Conditional Use for a child care center operated by Rollins College on the property at 315 Holt Avenue, zoned R-2 subject to the plans presented and to a Development Agreement pertaining to the project reflecting the conditions provided at the December 1, 2015 Planning and Zoning Board meeting as agreed upon by the College Quarter Neighborhood Association and Rollins College. Motion carried unanimously with 7-0 vote.
P&Z Minutes – December 1, 2015:

REQUEST OF ROLLINS COLLEGE FOR: AN ORDINANCE AMENDING CHAPTER 58 “LAND DEVELOPMENT CODE” ARTICLE III, “ZONING” SO AS TO ADD WITHIN SECTION 58-67 LOW DENSITY RESIDENTIAL (R-2) DISTRICT, A NEW CONDITIONAL USE PROVISION FOR CHILD CARE AND EDUCATION FACILITIES OPERATED BY NON-PROFIT ENTITIES SUBJECT TO CERTAIN LIMITATIONS.

REQUEST OF ROLLINS COLLEGE FOR: CONDITIONAL USE APPROVAL FOR A CHILD CARE AND EDUCATIONAL FACILITY OPERATED BY ROLLINS COLLEGE ON THE PROPERTY AT 315 HOLT AVENUE, ZONED R-2 AND PROVIDING FOR THE APPROVAL OF A DEVELOPMENT AGREEMENT PERTAINING TO THE PROJECT.

Planning Manager Jeffrey Briggs gave the staff report and he updated the Board members on what has happened since the previous public hearing held on October 6th. He explained that at the October 26th City Commission meeting the request was tabled, and referred back to P&Z so that it could be reviewed via an alternate Conditional Use approach. Mr. Briggs said that since the October 6th meeting, there have been continual meetings between Rollins College and the College Quarter Neighborhood Association. He stated that the applicant’s current request involves two combined items:

1. A change to the Zoning Code to establish a new Conditional Use provision in the R-2 zoning district for child care centers; and
2. A Conditional Use request by Rollins College for the specific project as outlined in the attached materials and development agreement.

Mr. Briggs summarized the request that the proposed Zoning Code amendment to establish a new Conditional Use in the R-2 zoning district is an appropriate provision that is consistent with other potential conditional uses that already exist in the R-2 zoning district including Churches which in many cases have child care as part of their religious mission.

Rebecca Wilson, Attorney, 215 North Eola Drive, represented Rollins College. She agreed with the staff presentation as presented by Mr. Briggs and reviewed the two changes to the site plan since the last P&Z meeting. She said that the location of the playground has been relocated to 60 feet from the western boundary line. She said that this now creates a buildable lot and if and when it is developed, it will be developed as a residence in accordance with the College Quarter Neighborhood design standards. With regard to traffic concerns raised by neighbors at the previous public hearing, traffic will now be one-way into the adjacent retail center. She requested that approval be granted based on the conditions submitted to the Board as agreed upon by both parties on December 1st. She responded to Board member concerns with regard to the traffic impact on the neighboring retail center. No one wished to speak concerning the request. Public Hearing closed.

Mr. Sacha thanked both sides for their efforts coming to a resolution on this issue. There was concurrence and appreciation from all the P&Z members that the concerns had been resolved.

Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve an Ordinance amending Chapter 58 “Land Development Code” Article III, “Zoning” so as to add within Section 58-67 Low Density Residential (R-2) district, a new conditional use provision for child care and education facilities operated by non-profit entities subject to certain limitations. Motion carried unanimously with a 7-0 vote.

Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve a Conditional Use approval for a child care and educational facility operated by Rollins College on the property at 315 Holt Avenue, zoned R-2 and providing for the approval of a Development Agreement pertaining to the project subject to the conditions provided at the December 1, 2015 Planning and Zoning Board meeting as agreed upon by the College Quarter Neighborhood Association and Rollins College. Motion carried unanimously with 7-0 vote.
ORDINANCE NO. __________

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 “LAND DEVELOPMENT CODE” ARTICLE III, “ZONING REGULATIONS” SECTION 58-67 “LOW DENSITY RESIDENTIAL (R-2) DISTRICT” SO AS TO ADD A NEW CONDITIONAL USE FOR CHILD CARE CENTERS, SUBJECT TO CERTAIN LIMITATIONS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at its December 1, 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 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’s Comprehensive Plan; and

WHEREAS, the City Commission hereby find 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 PEOPLE OF THE CITY OF WINTER PARK:

SECTION 1. That Chapter 58 “Land Development Code”, Article III “Zoning” of the Code of Ordinances is hereby amended and modified by adding within Section 58-67 “Low Density Residential (R-2) District”, a new Conditional Use for Child Development Centers, as subsection 58-67 (e) (6) to read as follows:

Sec. 58-67. Low density residential (R-2) district.

(e) Conditional uses.

(6) Child care centers which are operated by a non-profit educational institution. The location of such use may not have ingress and egress onto a street which serves primarily residential traffic. The proposed CUP must specifically address traffic impacts, parking, playground noise and hours of operation.

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. CODIFICATION. It is the intention of the City Commission of the City of Winter Park, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made
a part of the Code of Ordinance of the City of Winter Park, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, “Ordinance” may be changed to “Section,” “Article,” or other appropriate word.

**SECTION 5. EFFECTIVE DATE.** This ordinance shall become effective immediately upon its final passage and adoption.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this ______ day of ________________, 2016.

Attest:

________________________________________
Mayor Steve Leary

________________________________________
City Clerk

PREPARED BY AND RETURN TO:
DEVELOPER'S AGREEMENT
(Rollins College – 315 Holt Avenue)

THIS DEVELOPER’S 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 Rollins College, a non-profit corporation whose address is 1000 Holt Avenue, Winter Park, FL 32789 (hereinafter referred to as “Rollins College”).

W I T N E S S E T H

WHEREAS, Rollins College is the owner of that certain real property located at 315 Holt Avenue, Winter Park, FL, lying within the municipal boundaries of the City, having Orange County Tax Parcel Identification Number 07-22-30-2044-00-011 and is more particularly described as:

Lots 1 through 4 and the South Half of the vacated alley lying to the north within the Mrs. L. A. Dennis subdivision as recorded in Plat Book “J”, Page 140 of the Public Records of Orange County, Florida.

(thereinafter referred to as “Property”); and

WHEREAS, Rollins College desires to develop the Property as a 5,100 sq. ft. child care center (hereinafter, the “Project”); and

WHEREAS, Rollins College desires to facilitate the development of the Project, in compliance with the laws and regulations of the City and of other governmental authorities, as well as provide assurances that the Project will be compatible with surrounding properties; and

WHEREAS, Rollins College made certain representations concerning voluntary restrictions and conditions to be placed upon the Property, and desires to formalize such voluntary restrictions and conditions; and

WHEREAS, on January 11, 2016 the City Commission approved a Conditional Use Permit for the proposed Project provided that Rollins College abide by the restrictions mutually agreed upon for the operation and future use of the Property, and that this Agreement shall set out the development entitlements, exceptions, conditions and terms of the City’s approvals; and

WHEREAS, this Agreement is not a statutory development agreement pursuant to Chapter 163, Florida Statutes (Florida Local Government Development Agreement Act), and is being entered into by
the City pursuant to the City’s home rule authority as a condition of development approvals and based on concessions voluntarily agreed upon by Rollins College.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the City, Owners and Rollins College agree as follows:

SECTION 1. RECITALS
The above recitals are true and correct and form a material part of the Agreement.

SECTION 2. CONDITIONS OF APPROVAL
Rollins College agrees to develop and maintain the Project and Property in accordance with the conditions of approval imposed by the City Commission, which are outlined as follows:

(xiii) All employees must park at an off-site location;

(xiv) The child care center shall be limited to a one-story building, not to exceed 5,100 square feet in size and thirty (30) feet in height, which shall be developed in substantial compliance with the architectural renderings attached hereto. The building shall be setback a minimum of twenty-five (25) feet along the Holt Avenue side of the Property;

(xv) Enrollment at the child care center shall be limited to forty (40) children during the day (8:30 a.m. to 3:30 p.m.) and twenty-five (25) children during the evening (3:30 p.m. to 9:30 p.m.). The hours of operation of the child care center for the public shall be limited to 8:30 a.m. to 9:30 p.m., Monday through Friday, and staff hours shall be limited to 8:00 a.m. to 10:00 p.m., Monday through Friday. There may be Saturday hours for special events associated with the child care center from 8:00 a.m. to 1:00 p.m.;

(xvi) Use of the outdoor playground and rear covered patio for the child development center shall be limited to the hours of 9:30 a.m. to 5:30 p.m., Monday through Friday. There shall be no evening or weekend use of the outdoor playground facility or rear covered patio except as set forth for Saturday special events above, which shall be limited to 9:30 a.m. to 1:00 p.m.;

(xvii) The size of the outdoor playground has been reduced with the removal of Lot 5 from this Conditional Use Application. Lot 5 may be redeveloped in accordance with the R-2 zoning and College Quarter Design Guidelines as residential;

(xviii) There shall be no lighted signage located on the child care center building or neon lighting on the exterior of the building. Signage shall be limited to one, ground-mounted sign no larger than four (4) square feet, limited to no more than four (4) feet in height, to be installed on the New York Avenue side of the building;

(xix) All exterior lighting for the Property, including lighting on the building, the parking area, and the lawn, shall be downward shielded to prevent any glare and light spillage onto any surrounding residential properties and lighting shall achieve a measurement of 0.5 foot-candles measured at the western, southern, and eastern property lines. There shall be no free-standing lights within the outdoor
playground area, and such area shall not otherwise be lit by building or roof mounted spot lights;

(xx) There shall be no outdoor loud speakers or amplification of sound, excluding any required emergency/life-safety equipment (e.g., fire alarm or security system);

(xxii) To serve as a visual buffer and assist with noise attenuation, Rollins shall install an increased landscape buffer along the side of the outdoor playground facing Holt Avenue, including, but not limited to, the installation of a viburnum or equivalent hedge running the length of the side yard fence depicted on the site plan;

(xxii) The main entrances to the building shall be from the sides of the building facing Fairbanks Avenue and New York Avenue. The door depicted on the site plan in the middle of the building on the Holt Avenue side of the Property shall be a non-operational, fixed door and will not provide general access to the building;

(xxii) The vehicular ingress to the child care center shall be only from New York Avenue, not Holt Avenue, and the proposed ingress/egress from New York Avenue shall be re-designed to provide only one-directional ingress from New York Avenue with angled parking, with patrons exiting the site through the adjacent commercial property onto Fairbanks Avenue; and

(xxiv) In the event residential unit(s) are built on the western lot within the Property, any driveway related thereto shall be limited solely to use by the occupants of such dwelling and shall not be accessible or otherwise for use by child care staff (unless said staff lives in said unit) and patrons of the child development center to access Holt Avenue.

In addition to the requirements and obligations of Rollins College herein, the development of the Property and the Project shall be subject to the City of Winter Park Code of Ordinances requirements and any other development orders, approvals and permits for the Project and Property, including the conditions of such development orders, approvals and permits.

SECTION 3. STORM WATER RETENTION
Rollins College will retrofit the Property to conform to the storm water retention requirements of the City and the St. Johns River Water Management District.

SECTION 4. AMENDMENTS TO THIS AGREEMENT
Amendments to this Agreement, if requested by Rollins College, may be permitted if approved following review by the City in conformance with the City’s Land Development Code and other applicable requirements of the City.

SECTION 5. AGREEMENT TO BE BINDING
This Agreement, including any and all supplementary orders and resolutions, together with the approved development plan, the master sign plan, and all final site plans, shall be binding upon Rollins College and their successors and assigns in title or interest. The provisions of this Agreement and all
approved plans shall run with the Property and shall be administered in a manner consistent with Florida Statutes and local law.

SECTION 6. ENFORCEMENT
This Agreement may be enforced by specific performance by either party. In no event shall the City be liable for monetary damages arising out of or concerning this Agreement. In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, Rollins College shall be responsible for all costs and expenses, including attorney’s fees, whether or not litigation is necessary, and if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement, which costs, expenses and fees shall also be a lien upon the Property superior to all others. In addition to the foregoing, the City shall be permitted without notice to immediately withhold the issuance of certificates of occupancy and building permits associated with the Project in the event Rollins College is in violation of any provision of this Agreement until such violation is cured to the City’s satisfaction. Further, if Rollins College fails to timely pay the City any monies due pursuant to this Agreement, the City may record a Notice of Lien against the Property in the amount owed to the City. Interest on unpaid overdue sums shall accrue at the rate of eighteen percent (18%) compounded annually or at the maximum rate allowed by law if lower than 18%. A copy of such Notice of Lien shall also be delivered to Rollins College in the same manner as required under this Agreement for delivery of written notices. The recorded Notice of Lien shall constitute a lien upon the Property and the lien may be foreclosed upon for the benefit of the City any time after fifteen (15) days after the Notice of Lien has been recorded in the public records. City may foreclose the lien in accordance with the procedures established in Chapter 702, Florida Statutes, or successor or other statute providing for lien foreclosure procedures. Rollins College may obtain a release from the lien by paying the amount stated in the lien, plus accrued interest, plus attorney's fees and costs incurred by the City in filing and collecting upon the lien.

SECTION 7. GOVERNING LAW; VENUE
This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The exclusive venue for purpose of litigation in any action to construe or enforce the provisions of this Agreement shall be in a court of competent jurisdiction in and for Orange County, Florida.

SECTION 8. RECORDING
This Agreement shall be recorded, at Rollins College’s expense, among the Public Records of Orange County, Florida no later than fourteen (14) days after full execution. Notwithstanding the foregoing, the same shall not constitute any lien or encumbrance on title to the Property and shall instead constitute record notice of governmental regulations, which regulates the use and enjoyment of the Property.

SECTION 9. TIME IS OF THE ESSENCE
Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

SECTION 10. SEVERABILITY
If any part of this Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Agreement is declared severable.

SECTION 11. DEVELOPMENT PERMITS
Nothing herein shall limit the City’s authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Rollins College or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Unless expressly authorized or granted herein, nothing in this Agreement shall constitute or be deemed to constitute or require the City to issue any approval by the City of any rezoning, Comprehensive Plan amendment, variance, special exception, final site plan, preliminary subdivision plan, final plat or subdivision plan, building permit, grading, stormwater drainage, engineering, or any other land use or development approval. These and any other required City development approvals and permits shall be processed and issued by the City in accordance with procedures with respect to same as otherwise set forth in the City’s Code of Ordinances and subject to any conditions of approval thereof. This Agreement is approved under the City’s home rule authority and is not a statutory development agreement under Chapter 163, Florida Statutes.

SECTION 12. SUBORDINATION/JOINDER
Rollins College represents and warrants to City that it is the fee simple owner of the Property. Unless otherwise agreed to by the City, all liens, mortgages and other encumbrances not satisfied or released of record, must be subordinated to the terms of this Agreement or the lienholder join in this Agreement. It shall be the responsibility of Rollins College to promptly obtain the said subordination or joinder, if necessary, in form and substance acceptable to the City Attorney, prior to the City’s execution of the Agreement.

SECTION 13. NOTICE
Any notices required or permitted under this Agreement shall be addressed to the City, Owners and Rollins College at the addresses listed in the first paragraph of this Agreement, or at such other addresses designated in writing by the party to receive notice. Notices shall be either: (i) personally delivered (including without limitation, delivery by UPS, Federal Express or other commercial courier service), in which case they shall be deemed delivered on the date of delivery; or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail.

SECTION 14. MISCELLANEOUS
a. Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its home rule authority, police power, zoning authority and sovereign immunity under the Constitution and laws of the State of Florida or any other privilege, immunity or defense afforded to the City or the City’s officials, officers, employees and agents under the law.

b. This Agreement is entered into voluntarily by Rollins College without duress and after full review, evaluation and consideration by Rollins College. Rollins College is represented by counsel, or alternatively, has been afforded an opportunity to retain counsel for review of this Agreement.

c. The captions or section headings of this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, or meaning of this Agreement.
d. City and Rollins College are not partners and this Agreement is not a joint venture and nothing in this Agreement shall be construed to authorize Rollins College to represent or bind the City to matters not expressly authorized or provided in this Agreement.

e. None of the parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting all or any portion of this Agreement, it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement.

SECTION 15. TERM; EFFECTIVE DATE

This Agreement shall not be effective and binding until the latest date that this Agreement is approved by and signed by all parties hereto. The Agreement will be effective for 30 years from the Effective Date.

[SIGNATURES TO FOLLOW]
IN WITNESS WHEREOF, Rollins College and the City have executed this Agreement as of the day and year first above written.

**Witnesses**

**ROLLINS COLLEGE**

By: ________________________________

Name: ________________________________

Its: ________________________________

Date: ________________________________

______________________________
Name: ________________________________

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of __________, 2016, by ________________________________, as ______________ of ______________. He (She) □ is personally known to me or □ has produced __________________________ as identification.

______________________________
Notary Public Signature

______________________________
(Name typed, printed or stamped)
CITY OF WINTER PARK, FLORIDA

ATTEST:

By: ______________________________
    Mayor Steve Leary

By: ______________________________
    City Clerk

STATE OF FLORIDA          )
COUNTY OF ORANGE           )

The foregoing instrument was acknowledged before me this ___ day of __________, 2016, by Steve Leary, as Mayor of the City of Winter Park, Florida, who is personally known to me.

________________________________
Notary Public
Printed Name: ___________________
My commission expires: ___________
NOTICE OF AN ORDINANCE TO ESTABLISH A NEW CONDITIONAL USE FOR CHILD CARE CENTERS WITHIN THE R-2 ZONING DISTRICT

NOTICE IS HEREBY GIVEN that the Winter Park City Commission will hold a Public Hearing on Monday, January 11, 2016 at 5:01 p.m., in City Hall Commission Chambers, located at 401 South Park Avenue in the City of Winter Park, Florida, to consider the adoption of an Ordinance to establish a new Conditional Use within the residential (R-2) zoning district to allow non-profit Child Care Centers.

Copies of the proposed Ordinance are available for inspection in the Planning Department in City Hall, Monday through Friday, from 8 a.m. to 5 p.m., as well as on the city’s official web site at www.cityofwinterpark.org.

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 Department at 407-599-3324 at least 48 hours in advance of this hearing.

Pursuant to §286.0105 of the Florida Statutes: 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.

PUBLISH: January 3, 2016 ORLANDO SENTINEL
October 28, 2015

Jeff Briggs, Planner
Winter Park Planning Dept.
401 Park Avenue South
Winter Park, FL 32789

Re: 315 Holt Ave.

Dear Jeff,

As you know this firm represents Rollins College with respect to the above referenced property. Pursuant to my email to you and the City Manager dated October 22nd and pursuant to the City Commission motion to table the pending rezoning and Comprehensive Plan Amendment request, Rollins College suggests the following underlined text be added to the City’s R-2 zoning category:

(e) Conditional uses.
(6) Child development centers which are operated by a non-profit educational institution. The location of such use may not have ingress and egress onto a street which serves primarily residential traffic.

Also attached are the conditions Rollins College will agree to (note I have underlined two clarifications related to hours of operation):

- The child development center shall be limited to a one-story building, not to exceed 5,100 square feet in size and thirty (30) feet in height, which shall be developed in substantial compliance with the architectural renderings submitted by Rollins with its land use/rezoning application.

- The hours of operation of the child development center for the public shall be limited to 8:30 a.m. to 9:30 p.m., Monday through Friday, and staff hours shall be limited to 8:00 a.m. to 10:00 p.m. There may be Saturday hours for special events from 8:00 a.m. to 1:00 p.m.
Use of the outdoor playground and rear covered patio for the child development center shall be limited to the hours of 9:30 a.m. to 5:30 p.m., Monday through Friday. There shall be no evening or weekend use of the outdoor playground facility or rear covered patio except as set forth for Saturday special events above.

The size of the outdoor playground shall be reduced in size by at least 50 ft. move it further from the western boundary line of the property. Such lot may then be redeveloped in accordance with the R-2 zoning and College Quarter Design Guidelines as residential.

There shall be no lighted signage located on the child development center building or neon lighting on the exterior of the building. Signage shall be limited to one, ground-mounted sign no larger than four (4) square feet, limited to no more than four (4) feet in height, to be installed on the New York Avenue side of the building.

All exterior lighting for the property, including lighting on the building, the parking area, and the lawn, shall be downward shielded to prevent any glare and light spillage onto any surrounding residential properties and lighting shall achieve a measurement of 0.5 foot-candles measured at the western, southern, and eastern property lines. There shall be no free-standing lights within the outdoor playground area, and such area shall not otherwise be lit by building or roof mounted spot lights.

There shall be no outdoor loud speakers or amplification of sound, excluding any required emergency/life-safety equipment (e.g., fire alarm or security system).

To serve as a visual buffer and assist with noise attenuation, Rollins shall install an increased landscape buffer along the side of the outdoor playground facing Holt Avenue including, but not limited to, the installation of a viburnum or equivalent hedge running the length of the side yard fence depicted on the site plan.

The main entrances to the building shall be from the sides of the building facing Fairbanks Avenue and New York Avenue.

The vehicular ingress to the child development center shall be only from New York Avenue, not Holt Avenue, and the proposed ingress/egress from New York Avenue shall be re-designed to provide only one-directional ingress from New York Avenue with angled parking, with patrons exiting the site through the adjacent commercial property onto Fairbanks Avenue.
In the event residential unit(s) are built on the western lot within the property, any driveway related thereto shall be limited solely to use by the occupants of such dwelling and shall not be accessible or otherwise for use by child care staff (unless said staff lives in said unit) and patrons of the child development center to access Holt Avenue.

Please contact me if you have any questions.

Very truly yours,

M. Rebecca Wilson

MRW/sjg
view of entrance & courtyard

ROLLINS COLLEGE
HUME HOUSE CHILD DEVELOPMENT CENTER
design review

08.21.15
NOTICE OF AN ORDINANCE TO ESTABLISH A NEW CONDITIONAL USE FOR CHILD CARE CENTERS WITHIN THE R-2 ZONING DISTRICT

NOTICE IS HEREBY GIVEN that the Winter Park City Commission will hold a Public Hearing on Monday, December 14, 2015 at 3:30 p.m., in City Hall Commission Chambers, located at 401 South Park Avenue in the City of Winter Park, Florida, to consider the adoption of an Ordinance to establish a new Conditional Use within the residential (R-2) zoning district to allow non-profit Child Care Centers.

Copies of the proposed Ordinance are available for inspection in the Planning Department in City Hall, Monday through Friday, from 8 a.m. to 5 p.m., as well as on the city's official web site at www.cityofwinterpark.org.

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 Department at 407-599-3324 at least 48 hours in advance of this hearing.

Pursuant to §286.0105 of the Florida Statutes: 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.

PUBLISH: December 6, 2015 ORLANDO SENTINEL
subject

Request to vacate and abandon four utility easements located at 110 S Orlando Ave
SECOND READING OF ORDINANCE

motion | recommendation

Approve vacate request.

background

A request has been received by the property owner at 110 S. Orlando Ave. to abandon four easements. Letters of no objection from every applicable utility provider have been received.

alternatives | other considerations

na

fiscal impact

None
ORDINANCE NO. 15-15

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING THE UTILITY EASEMENTS LOCATED AT 110 SOUTH ORLANDO AVENUE, WINTER PARK, FLORIDA, PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Winter Park by custom will abandon four utility easements no longer needed for municipal purposes; and

WHEREAS, the City has determined that the easements are no longer needed by the City of Winter Park.

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

Section 1. The City Commission of the City of Winter Park, Florida, hereby vacates and abandons those certain utility easements which fall within a parcel of land described as follows:

Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, LESS AND EXCEPT road right of way, Block 10, Lake Island Estates, according to the map or plat thereof, as recorded in Plat Book M, Page 95, Public Records of Orange County, Florida, and said easements being recorded in (Official Record Book 895, Page 375) (Official Record Book 2108, Page 457) (Official Record Book 3993, Page 1332) and (Official Record Book 2108, Page 434)

Section 2. All ordinances or portions of ordinances in conflict herewith are hereby repealed.

Section 3. The parties intend that any error in legal description or in depiction of the portion of the easement vacated and abandoned may be corrected by subsequent curative document if the parties agree that there was an error in the survey or description.

Section 4. This ordinance shall take effect immediately upon its passage and adoption.
ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the __________ day of __________, 2015.

________________________
Mayor Steven Leary

ATTEST:

________________________
City Clerk Cynthia S. Bonham

Ordinance No. ________
Debbie,
Could you please prepare this for processing and the City Commission agenda/

Bruce,
Do we have any stormwater needs for this easement?

Donald Marcotte
Asst Dir P/W-City Engineer
Stormwater Administration
City of Winter Park
1409 Howell Branch Rd.
Winter Park, FL 32789
cityofwinterpark.org
407.599.3425

Under Florida law, email addresses and written correspondence with the city become public record and must be made available to the public and media upon request (unless otherwise exempt). If you do not want your email address to be public record, please contact our office by phone.

From: Brett Mulligan [mailto:Brett@unicorpusa.com]
Sent: Friday, October 16, 2015 9:20 AM
To: Donald Marcotte
Subject: Lakeside Crossing - Easement Release

Don,

Attached please find no objection letters to the easement release for the property at 110 S. Orlando Ave Winter Park. One of the tenants, Chuy’s, has requested the easements be vacated as they are leasing the land from us.

Also I have attached the survey showing the FPC and Brighthouse easements.

Please let me know what, if anything else you require from me to vacate the easements on our property.

Thank you,

BRETT MULLIGAN
Date: October 1, 2015

TECO/Peoples Gas
600 West Robinson
PO Box 2433
Orlando, FL 32802-2433
Attn: Bruce Stout, Sr Engineer Tech

Dear Mr. Stout:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 110 S. Orlando Avenue in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at Brett@UnicorpUSA.com. If you have any questions, please contact Brett Mulligan 407-999-9985

Sincerely

Name: Brett Mulligan
Address: 7940 Via Dellagio Way, Suite 200
City, State, Zip Code: Orlando, FL 32819

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

Additional comments: ____________________________________________________________

Signature: ____________________________
Print Name: ____________________________
Title: ________________________________
Date: ________________________________
Date: October 1, 2015

City of Winter Park  
Terry Hotard  
Electric Asst. Director  
401 Park Avenue South  
Winter Park, FL 32789-4386

Dear Mr. Hotard:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 110 S. Orlando Avenue in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at Brett@UnicorpUSA.com. If you have any questions, please contact Brett Mulligan 407-999-9985

Sincerely,

Name: Brett Mulligan  
Address: 7940 Via Dellagio Way, Suite 200  
City, State, Zip Code: Orlando, FL 32819

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

Additional comments: ________________________________________________

______________________________________________
Signature:  

______________________________
Print Name: TERRY HOTARD

______________________________
Title: CITY OF WINTER PARK ELECTRIC UTILITY

______________________________
Date: 10-7-2015
MEMORANDUM

To: Brett Mulligan

From: Phil Daniels

Date: October 2, 2015

Subject: 110 S. Orlando Ave. - Lakeside Crossing Easement Vacate

Please find attached the approved request for vacate of the two easements you indicated at the above referenced project.

I am assuming that there was not an easement for the sanitary sewer main connected to the main in Harper Street since that main is being removed and there was no request included for vacate of an easement in that vicinity. If you do find that there is an easement for it then we will need to follow this same procedure.

Please do not hesitate to contact us if you need additional assistance.

Sincerely,

[Signature]

E. Phillip Daniels
Assistant Utility Director
Water & Wastewater Department
Date: October 1, 2015

City of Winter Park
Phil Daniels
Water/Wastewater Asst. Utility Director
401 Park Avenue South
Winter Park, FL 32789-4386

Dear Mr. Daniels:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 110 S. Orlando Avenue in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at Brett@UnicorpUSA.com. If you have any questions, please contact Brett Mulligan 407-999-9985

Sincerely

Name: Brett Mulligan
Address: 7940 Via Dellagio Way, Suite 200
City, State, Zip Code: Orlando, FL 32819

The subject parcel is not within our service area.

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

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

Additional comments:

Signature: [Signature]
Print Name: E. Phillip Daniels
Title: Assistant Utility Director - Water/Wastewater
Date: October 2, 2015
Date: October 1, 2015

Bright House Networks, Inc  
Attn: Marvin Usry  
3767 All American Blvd.  
Orlando, FL 32810

Dear Mr. Usry:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 110 S. Orlando Avenue in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at Brett.Sotnik@BRIGHT. If you have any questions, please contact Brett Mulligan 407-999-9985

Sincerely,

Name: Brett Mulligan  
Address: 7940 Via Dellagio Way, Suite 200  
City, State, Zip Code: Orlando, FL 32819

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

Additional comments: 1, 22, 29

Signature:  
Print Name: P.J. King  
Title: Sr. Const. Mgr.  
Date: 10/7/2015
Date: October 1, 2015

Century Link
Attn: Candy Crim
952 First St.
Altamonte Springs, Fl. 32701

Dear Ms. Crim:

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 110 S. Orlando Avenue in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at Brett@UnicorpUSA.com. If you have any questions, please contact Brett Mulligan 407-999-9985

Sincerely

Name: Brett Mulligan
Address: 7940 Via Dellagio Way, Suite 200
City, State, Zip Code: Orlando, Fl. 32819

---
The subject parcel is not within our service area.

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

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

Additional comments:

____________________________
Signature: 

____________________________
Print Name: Victoria S. Bucher

Title: Negotiator - Century/Link

Date: 10-6-2015
Date: October 1, 2015

Duke Energy, Inc.
3300 Exchange Place
Lake Mary, FL 32746
Attn: Lori Herring Easement Specialist

Dear Ms. Herring

I am in the process of requesting the City of Winter Park vacate an (easement/right of way) as shown on the copy of the enclosed tax map. The site is located at (address) 110 S. Orlando Avenue in Winter Park. In order to have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at Brett@UnicorpUSA.com. If you have any questions, please contact Brett Mulligan 407-999-9985

Sincerely,

[Signature]

Name: Brett Mulligan
Address: 7940 Via Della Gio Way, Suite 200
City, State, Zip Code: Orlando, FL 32819

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

[] The subject parcel is not within our service area.

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

Additional comments: This area and these easements now belong to the City of Winter Park, and they have control over the use of.

Signature: [Signature]
Print Name: NICK BRANA
Title: LAND REP - DISTRIBUTION
Date: 10/8/15
subject

PACE (Property Accessed Clean Energy) interlocal agreement with the Florida PACE Agency

motion | recommendation

Approve the interlocal agreement with the Florida PACE Agency to provide PACE services to citizens of Winter Park.

background

Presentation on PACE was provided at previous Commission meeting.

alternatives | other considerations

Alternatives would be to adopt either residential or commercial. Another solution is to not sign the interlocal with Florida PACE Agency, but to engage with another PACE provider.

fiscal impact

There is no cost to the City as the program is managed by the Florida PACE Agency.
RESOLUTION NO. _______

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, TO PROVIDE A MECHANISM FOR THE FINANCING OF ENERGY CONSERVATION AND EFFICIENCY IMPROVEMENTS, RENEWABLE ENERGY IMPROVEMENTS, AND WIND RESISTANCE IMPROVEMENTS; AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT WITH THE FLORIDA PACE FUNDING AGENCY FOR AN INITIAL TERM OF THREE YEARS ENDING SEPTEMBER 30, 2018; PURSUANT TO WHICH THE FLORIDA PACE FUNDING AGENCY WILL ADMINISTER A FINANCING PROGRAM FOR SUCH IMPROVEMENTS WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY; AUTHORIZING AND DIRECTING CITY OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS TO TAKE SUCH ACTIONS AS MAY BE NECESSARY OR DESIRABLE IN FURTHERANCE OF THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.08, Florida Statutes (the "Supplemental Act"), authorizes counties, municipalities and certain separate Local Government entities to establish and administer financing programs pursuant to which owners of real property may obtain funding for energy conservation and efficiency, renewable energy and wind resistance improvements (as referred to therein, the "Qualifying Improvements"), and repay such funding through voluntary special assessments, sometimes referred to as non-ad valorem assessments ("Special Assessments"), levied upon the improved property pursuant to financing agreements between the owner thereof and the local government (the "Financing Agreements"); and

WHEREAS, pursuant to the Supplemental Act or as otherwise provided by law, local governments may enter into a partnership with other local governments for the purpose of providing and financing Qualifying Improvements, and a Qualifying Improvement program may be administered by a third party at the discretion of the local government; and

WHEREAS, installing Qualifying Improvements on existing structures can reduce the burdens resulting from fossil fuel energy production, including greenhouse gas reductions; and

WHEREAS, increased energy conservation, and installing wind resistance improvements on existing structures can reduce repair and insurance costs, and the burdens placed on surrounding properties resulting from high wind storms and hurricanes; and

WHEREAS, the Florida PACE Funding Agency (the "Agency"), is a separate legal entity and unit of local government, and was established by separate
Resolution authorizing execution of
Non-exclusive Interlocal Subscription Agreement
with Florida PACE Funding Agency

interlocal agreement for the express purpose of providing a scalable and uniform platform to facilitate the financing of Qualifying Improvements to local governments throughout Florida; and

WHEREAS, the mission of the Agency is to aspire to and undertake, cause and/or perform all such acts as are necessary to provide a uniform, efficient, and scalable statewide platform in Florida, so that, when and if embraced by individual local governments and interested property owners, the Agency can facilitate the provision, funding and financing of energy conservation, renewable energy, and wind-resistance improvements to Florida properties; and

WHEREAS, the Agency has provided evidence to the City of Winter Park (the "City" or "Winter Park") that: (1) the Agency's Program has assembled, at the Agency's sole cost and expense, and not that of the taxpayers of Winter Park, open public governance and oversight, staffing in the form of qualified third-party administration, active funding provider servicing oversight, dedicated Program counsel, and an independent institutional trustee, (2) the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements in the City of Winter Park, and (3) the Agency presently has large scale funding in place and available under an executed bond purchase agreement and trust indenture; and

WHEREAS, the availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of the City of Winter Park) and the voluntary participation in the Program by property owners will provide a heretofore unavailable and alternative financing option to finance and repay the costs to provide and install Qualifying Improvements to property owners desiring them in Winter Park; and

WHEREAS, the Agency now, by an through its funding provider, employs a second and redundant Qualifying Improvement review process to avoid fraud, Program misuse, or improvident funding - this additional review process is required and not only serves the risk concerns of the funding provider, but serves to accomplish more careful, sober and proper use of this financing alternative in achieving the purposes of the Property Owner, the Agency, the City and the compelling State interests involved, while at the same time better protecting the interests of mortgage or other lien holders not on parity with taxes and assessments; and

WHEREAS, the statewide platform offered by the Agency does not require exclusivity, has in fact attracted immediately available capital that does not require any City financial back-up, is fundamentally designed to be the most market competitive program available in terms and rates, offers significant advantages over any other imitator program or individualized local approaches including, but not limited to, limited liability for local government subscribers to a platform uniform throughout Florida, can presently demonstrate the successful attraction of financial resources to begin funding immediately and to also fund growing demand,
Resolution authorizing execution of  
Non-exclusive Interlocal Subscription Agreement  
with Florida PACE Funding Agency

cost savings resulting from efficiencies of scale and reduced startup and implementation expenditures, presents a higher quality and more competitive set of program attributes and review processes, and a greater ability to foster locally advantageous statewide partnerships with commercial and industrial groups, educators, energy auditors, contractors, suppliers and installers; and

WHEREAS, the City is presently without adequate, currently available and recurring funds to establish a program similar to the Agency's Program; and recognizes that if it does initiate its own program it may be necessary that it commit significant time, staffing and monetary resources derived from all taxpayers, and that if it borrows the moneys necessary for such purpose and secures repayment thereof by the proceeds derived from non-ad valorem assessments it imposes, it will likely face a demand from credit markets for an additional pledge of other City revenues; however, as an alternative or supplement to any other program or approach chosen by the City, the City can concurrently and presently authorize and approve the Agency to separately make the Agency's non-exclusive Program and funding for Qualified Improvements immediately available to Property Owners and the local economy in the City of Winter Park; and

WHEREAS, the City finds that local needs and conditions reasonably warrant the establishment of the Agency's non-exclusive Program within the jurisdiction of the City as a direct and immediate means to non-exclusively implement and advance positive local economic activity, job creation, energy efficiency, renewable energy and wind resistant activities; and

WHEREAS, it is reasonable and in the interest of the health, safety, and welfare of the City and its inhabitants and taxpayers that the City subscribe to and authorize the availability of the Agency's Program within Winter Park in the manner authorized herein by law; and

WHEREAS, this Agreement is for a term of three years with renewal options and provides an alternative, supplemental and non-exclusive means to achieve, inter alia, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act; and

WHEREAS, the Director of Community Development and the Director of Financial Services recommends executing an agreement between the Florida PACE Funding Agency and the City of Winter Park for a term of three years with renewal options, in an effort to provide an alternative, supplemental, and non-exclusive means to achieve, inter alia, immediate and careful local economic development, commerce and job creation, as well compelling State interests and public purposes described in the Supplemental Act; and

WHEREAS, the City Commission of the City of Winter Park, Florida deems it to be in the best interest of the citizens and residents of the City of Winter Park to authorize the appropriate City officials to accept and execute an agreement
between the Florida PACE Funding Agency and the City of Winter Park for a term of three years with renewal options, in an effort to provide an alternative, supplemental, and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well compelling State interests and public purposes described in the Supplemental Act.

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

SECTION 1. RECITALS. The foregoing recitals are incorporated in this Resolution as if fully set forth herein and are approved and adopted.

SECTION 2. NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT. The Non-Exclusive Interlocal Subscription Agreement ("Subscription Agreement"), a copy of which is attached hereto as Exhibit "A," and incorporated herein, is hereby approved. The City Manager is hereby authorized and directed to execute the Subscription Agreement on behalf of the City. The City hereby delegates to the City Manager, or his or her designee, the discretion and authority to allow the Agency to use and display the City logo for communicative purposes associated with the Program. The City Manager or the City Manager's designee, City Attorney, City staff, officials and agents are hereby authorized and directed to take such actions and execute and deliver such other documents as may be necessary or desirable in furtherance of the purposes set forth herein and in the Subscription Agreement.

SECTION 3. AUTHORIZATION. Through adoption of this Resolution and execution of the Subscription Agreement as provided hereunder, the City of Winter Park is expressly authorizing the Agency to provide its services, as set forth in the Agency's charter, within the City pursuant to the Subscription Agreement. This Resolution is and shall be deemed to constitute a resolution of the City authorizing the transfer of the function or power to provide the Agency's services and conduct its affairs within the City to the Agency in conformance with Article VIII, Section 4 of the Florida Constitution. Adoption of this Resolution evidences the express authority and concurrent transfer of all necessary powers to the Agency, if required, and the covenant to cooperate by the City, so that the Agency may facilitate, administer, implement and assist in providing Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting from the mission of the Agency, as contemplated by the Supplemental Act as the same may be amended from time to time. All power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the City.
SECTION 4. All resolutions or parts of resolutions on in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

SECTION 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

THE CITY OF WINTER PARK, a municipal corporation and general purpose local government duly organized and existing under and by virtue of the laws of the State of Florida

(SEAL)

By: ________________________________
Steven Leary, Mayor
Ex-Officio Chair of the City Commission

ATTEST: Approved as to form:

Cynthia S. Bonham, MMC, City Clerk

A. Kurt Ardaman, City Attorney
Resolution authorizing execution of
Non-exclusive Interlocal Subscription Agreement
with Florida PACE Funding Agency

EXHIBIT A

NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT
NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT
RELATING TO THE FUNDING AND FINANCING
OF QUALIFYING IMPROVEMENTS BY THE
FLORIDA PACE FUNDING AGENCY

Between

THE CITY OF WINTER PARK, FLORIDA,

and

THE FLORIDA PACE FUNDING AGENCY
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NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT
RELATING TO THE FUNDING AND FINANCING
OF QUALIFYING IMPROVEMENTS BY THE
FLORIDA PACE FUNDING AGENCY

THIS NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT is made and entered into as of ____________ 1, 2015 (the “Subscription Agreement”), by and between the City of Winter Park, Florida (the “Subscriber”), and the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government, established pursuant to Section 163.01(7)(g), Florida Statutes, (the “Agency”), by and through their respective governing bodies. The purpose of the Subscription Agreement is to secure, in an efficient and uniform manner, for the Property Owners (as hereinafter defined) within the jurisdiction and boundaries of the Subscriber the privileges, benefits, powers and terms provided for herein and by law, and particularly by Section 163.08, Florida Statutes, as amended (the “Supplemental Act”), relating to the voluntary determination by affected property owners to obtain and finance certain improvements to property for energy efficiency, renewable energy or wind resistance.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Subscriber and the Agency hereby agree, stipulate and covenant as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

“Board of Directors” means the governing body of the Agency.

“Agency” means the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government. The name or acronym PACE is derived from the concept commonly referred to as ‘property assessed clean energy’ and relates hereto to the provisions of general law related to energy efficiency, renewable energy and wind resistance improvements encouraged by Section 163.08, Florida Statutes.

“Agency Charter Agreement” or “Charter” means, unless the context otherwise requires, the separate interlocal agreement which created and established the Agency, including any amendments and supplements hereto executed and delivered in accordance with the terms thereof.
"Financing Agreement" means the agreement authorized hereunder and by the Act (specifically including section 163.08(4) thereof) between the Agency and a Property Owner providing for the funding to finance Qualifying Improvements and the imposition of a non-ad valorem Special Assessment against the Property Owner’s assessed property.

"Financing Documents" shall mean the resolution or resolutions duly adopted by the Agency, as well as any indenture of trust, trust agreement, interlocal agreement or other instrument relating to the issuance or security of any bond or Obligations of the Agency and any agreement between the Agency and the Subscriber, pursuant to which the Subscriber and Property Owners obtain access to funds provided by the Agency.

"Obligations" shall mean a series of bonds, obligations or other evidence of indebtedness, including, but not limited to, notes, commercial paper, certificates or any other obligations of the Agency issued hereunder or pursuant hereto, or under any general law provisions, and pursuant to the Financing Documents. The term shall also include any lawful obligation committed to by the Agency or pursuant to an interlocal agreement with another governmental body or agency and/or warrants issued for services rendered or administrative expenses.

"Pledged Funds" shall mean (A) the revenues derived from Special Assessments and other moneys received by the Agency or its designee relating to some portion thereof, (B) until applied in accordance with the terms of the Financing Documents, all moneys in the funds, accounts and sub-accounts established thereby, including investments therein, and (C) such other property, assets and moneys of the Agency as shall be pledged pursuant to the Financing Documents; in each case to the extent provided by the Board of Directors pursuant to the Financing Documents. The Pledged Funds pledged to one series of Obligations may be different than the Pledged Funds pledged to other series of Obligations. Pledged Funds shall not include any general or performance assurance fund or account of the Agency.

"Program" means the program operated by the Agency to provide financing for Qualifying Improvements undertaken within the jurisdiction of the Subscriber. Unless determined otherwise by the Subscriber, the Agency’s Program will be non-exclusive; and, the Subscriber may embrace or authorize any similar program under the Act as the Subscriber sees fit and in the interest of the public.

"Property Owner" means, collectively, all of the record owners of real property subject to a Financing Agreement.

"Qualifying Improvements" means those improvements for energy efficiency, renewable energy, or wind resistance described in the Supplemental Act authorized to be affixed and/or installed by the record owner of an affected property. The term does not include similar improvements underwritten or financed by local, state or federal programs including, but not limited to State Housing Initiatives Partnership or SHIP Program, which are not secured by a special or non-ad valorem assessment.

"Special Assessments" means the non-ad valorem assessments authorized by the Supplemental Act and levied by the Agency on property owned by participating property
owner who has entered into a Financing Agreement with the Agency to fund the costs of Qualifying Improvements.

“Subscriber” means the City of Winter Park, Florida, a municipal corporation and general purpose local government duly organized and existing under and by virtue of the laws of the State of Florida.

“Subscription Agreement” means this interlocal agreement, or if the context requires a similar interlocal agreement between the Agency and any municipality, county or other government or separate legal entity permitted by the Supplemental Act to enter into Financing Agreements as provided for therein. At a minimum, each such Subscription Agreement shall provide for (1) the authority of the Agency to act, provide its services, and conduct its affairs within the subscribing government’s jurisdiction; (2) the Agency to facilitate the voluntary acquisition, delivery, installation or any other manner of provision of Qualifying Improvements to record owners desiring such improvements who are willing to enter into Financing Agreements as provided for in the Supplemental Act and agree to the imposition of non-ad valorem assessments which shall run with the land on their respective properties; (3) the Agency to levy, impose and collect non-ad valorem assessments pursuant to such Financing Agreements; (4) the issuance of Obligations of the Agency to fund and finance the Qualifying Improvements; (5) for the proceeds of such non-ad valorem assessments to be timely and faithfully paid to the Agency; (6) the withdrawal from, discontinuance of or termination of the Subscription Agreement by either party upon reasonable notice in a manner not detrimental to the holders of any Obligations of the Agency or inconsistent with any Financing Documents; (7) and such other covenants or provisions deemed necessary and mutually agreed to by the parties to carry out the purpose and mission of the Agency.

“Supplemental Act” means the provisions of, and additional and supplemental authority described in, Section 163.08, Florida Statutes, as amended.

SECTION 1.02 CONSTRUCTION.

(A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar terms, shall refer to this Subscription Agreement; the term “heretofore” shall mean before the date this Subscription Agreement is executed; and the term “hereafter” shall mean after the date this Subscription Agreement is executed.

(B) Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other party to this Subscription Agreement. Both parties have independently reviewed this Subscription Agreement with their own counsel and covenant that the provisions hereof shall not be construed for or against either the Subscriber or the Agency by reason of authorship.

SECTION 1.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Interlocal Agreement and any table of contents or
marginal notes appended to copies hereof shall be solely for convenience of reference and shall
neither constitute a part of this Subscription Agreement nor affect its meaning, construction or
effect.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared
that:

(A) The State has declared it the public policy of the State to develop energy
management programs aimed at promoting energy conservation and wind resistance or
‘hardening’ programs achieving hurricane and wind damage mitigation.

(B) Home and business energy consumption accounts for approximately 70% of the
overall usage of electric energy. The State of Florida has adopted a schedule for increasing the
energy performance of buildings subject to the Florida Energy Efficiency Code for Building
Construction Chapter 553, Florida Statutes.

(C) A significant contributor to statewide and local greenhouse gas emissions is the
inefficient use of energy by existing building stock. Installing energy efficiency and renewable
energy improvements on existing structures can reduce the burdens resulting from fossil fuel
energy production, including greenhouse gas reductions and increased energy conservation.

(D) Reductions in greenhouse gas emissions will in all reasonable likelihood
contribute to improved air quality, lower fossil fuels use, energy independence and security,
promote the creation of jobs and economic development by stimulating "green industries" and
save consumers money by reducing energy consumption.

(E) Hardening improvements on properties by advancing resistance to wind damage
is smart and proactive hurricane mitigation and attracts sustainable long term employment and
uniquely local commerce. Such actions serve to avoid huge unbudgeted expenditures in
reacting to climatic disasters such as hurricanes and storms, reduce insurance claims, reduce
insurance rates, reduce risk and liability, and protect persons, and property, and improvements
to real property.

(F) There exists a vast quantity of existing structures with many years of remaining
life before replacement, and these structures are not nearly as energy efficient as typical newly
constructed buildings, nor do many existing buildings have renewable energy systems installed
to provide some or all of their electric energy needs, nor are these structures as well protected
from wind and storm damage as they could be.

(G) The State Legislature has determined there is a compelling state interest in
enabling property owners to voluntarily finance Qualifying Improvements with local
government assistance. The actions authorized by the Supplemental Act, including the
financing of Qualifying Improvements through the execution of Financing Agreements and the
related imposition of a Special Assessment, are reasonable and are necessary for the prosperity
and welfare of the State, the Subscriber and its property owners and inhabitants.
The expected life of energy efficiency, renewable energy, and wind resistance Qualifying Improvements may require a longer-term cost recovery period than offered by traditional equity financing may afford, necessitating an alternative financing option to pay the costs to install the Qualifying Improvements while sharing the costs of the Qualifying Improvements over the useful life of the Qualifying Improvements. Existing homeowners and business property owners may find it not cost effective to refinance their properties to install Qualifying Improvements and/or the lending markets may effectively discourage property owners from financing Qualifying Improvements with traditional equity financing options. Facilitating the provision of Qualifying Improvements, the funding, and the repayment by participating property owners through the use of Special Assessments not only will relieve burdens emanating from and provide benefits to assessed property in terms of increased value, use and enjoyment, but will serve the public interest by preserving and protecting the environment, implementing hurricane mitigation, and promoting reasonable, smart and local economic activity. The Agency has secured a binding final judgment, binding and only advantageous to the Agency, which has statewide effect. Such judgment carefully relieves the Subscriber from cost and liability associated with implementation of the Agency’s Program. The Agency has provided evidence to the Subscriber that: (1) the Agency’s Program has assembled, at the Agency’s sole cost and expense, open public governance and oversight, staffing in the form of qualified third-party administration, active funding provider servicing oversight, dedicated Program counsel, and an independent institutional trustee, (2) that the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements, and (3) that the Agency presently has large scale funding in place and available under an executed bond purchase agreement and trust indenture. The availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of the City of Winter Park) and the voluntary participation in the Program by Property Owners will provide a heretofore unavailable or alternative financing option to finance and repay the costs to provide and install Qualifying Improvements in the City of Winter Park. The provision of financing to a Property Owner who decides to participate in the Program requires by law using non-ad valorem assessments levied by the Agency on the property pursuant to the Supplemental Act which must be collected pursuant to Chapter 197, Florida Statutes. Such collection method minimizes risk of failure for non-payment and provides a more efficient, fair and cost effective means of enforcement of any Special Assessment to both the Property Owner and the Agency’s funding providers. In addition, the Agency now, by an through its funding provider, employs a second and redundant Qualifying Improvement review process to avoid fraud, Program misuse, or improvident funding. This
additional review process is required by and not only serves the risk concerns of the funding provider, but serves to accomplish more careful, sober and proper use of this financing alternative in achieving the purposes of the Property Owner, the Agency, the Subscriber and the compelling State interests involved.

(O) Given other priorities, the Subscriber does not wish to deploy currently available and recurring funds or to incur debt to establish a program similar to the Agency’s Program; and recognizes that if it does initiate its own program it may be necessary that it commit time, staffing and monetary resources and that it may be necessary to borrow the moneys necessary for such purpose and secure repayment thereof by the proceeds derived from non-ad valorem assessments it imposes and likely also pledge other sources of revenue. However, regardless of any other approach which could be chosen by the Subscriber, the Subscriber can concurrently and presently authorize and approve the Agency to separately make the Agency’s non-exclusive Program and independent funding for Qualified Improvements immediately available to Property Owners and the local economy of the City of Winter Park.

(P) The Subscriber finds that local needs and conditions warrant the establishment of the Agency’s non-exclusive Program within the jurisdiction of the Subscriber as a direct and immediate means to non-exclusively implement and advance positive local economic activity, job creation, energy efficiency, renewable energy and wind resistant activities.

(Q) It is reasonable and in the interest of the health, safety, and welfare of the Subscriber and its inhabitants that the Subscriber subscribe to the availability of the Program within the Subscriber’s jurisdiction. The Agency is authorized hereby, by law and pursuant to the provisions of the Supplemental Act to undertake the Program.

(R) This Agreement provides an alternative, supplemental and non-exclusive means to achieve, inter alia, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

(S) The City of Winter Park also requests and encourages the Orange County Board of County Commissioners to also adopt a similar resolution immediately approving the availability of the Agency’s non-exclusive and scalable program county-wide. Such action would be without cost or liability and make these storm hardening, environmental, economic development and job-creating benefits uniformly available to businesses, property owners and constituents throughout our entire County.

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ARTICLE II
SUBSCRIPTION

SECTION 2.01. AUTHORITY.

(A) The execution hereof has been duly authorized by the resolution of the governing bodies of each party hereto.

(B) The Agency by this Subscription Agreement is hereby authorized to act to provide its services, and conduct its affairs, within the boundaries of the Subscriber’s jurisdiction.

(C) The execution of this Subscription Agreement evidences the express authority and concurrent transfer of all necessary powers to the Agency, and the covenant to reasonably cooperate by the Subscriber, so that the Agency may facilitate, administer, implement and provide Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting there from, as contemplated by the Supplemental Act as the same may be amended from time to time.

(D) By resolution of the governing bodies of each of the parties and as implemented pursuant by this Subscription Agreement, all power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the Subscriber.

(E) This Subscription Agreement may be amended only by written amendment hereto.

SECTION 2.02. CREATION OF STATE, COUNTY OR MUNICIPAL DEBTS PROHIBITED. The Agency shall not be empowered or authorized in any manner to create a debt as against the State, county, or any municipality, and may not pledge the full faith and credit of the State, any county, or any municipality. All revenue bonds or debt obligations of the Agency shall contain on the face thereof a statement to the effect that the State, county or any municipality shall not be obligated to pay the same or the interest and that they are only payable from Agency revenues or the portion thereof for which they are issued and that neither the full faith and credit nor the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue or refunding bonds under the provisions of law, the Charter Agreement, or this Subscription Agreement shall not directly or indirectly or contingently obligate the State, or any county or municipality to levy or to pledge any form of ad valorem taxation whatever therefore or to make any appropriation for their payment.
SECTION 2.03. ADOPTION OF RATES, FEES AND CHARGES.

(A) The Board of Directors may adopt from time to time by resolution such rates, fees or other charges for the provision of the services of the Agency to be paid by the record owner of any property, pursuant to a Financing Agreement described in the Supplemental Act.

(B) Such rates, fees and charges shall be adopted and revised so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay the expenses of administering, managing, and providing for the services and administration of the activities of the Agency, to pay costs and expenses provided for by law or the Charter Agreement and the Financing Documents, and to pay the principal and interest on the Obligations as the same shall become due and reserves therefore, and to provide for necessary administration and reasonable margin of safety over and above the total amount of such payments. Notwithstanding any other provision in the Charter Agreement or this Subscription Agreement, such rates, fees and charges shall always be sufficient to comply fully with any covenants contained in the Financing Documents.

(C) Such rates, fees and charges may vary from jurisdiction to jurisdiction, but shall be just and equitable and uniform at the time of imposition for the record owners in the same class of or within each subscribing local governmental jurisdiction electing to enter into any Financing Agreement described in the Supplemental Act and may be based upon or computed upon any factor (including, by way of example and not limitation, competitive or market conditions, distinguishing between residential and non-residential properties or uses, distinguishing between variable costs of administrative services over time) or combination of factors affecting the demand or cost of the services furnished or provided to administer the services and affairs of the Agency as may be determined by the Board of Directors from time to time.

(D) Notwithstanding anything in this Subscription Agreement to the contrary, the Agency may establish a general fund and/or performance assurance account into which moneys may be deposited from an annual surcharge upon the Special Assessments imposed, pledged to or collected by the Agency. Any moneys deposited to such general fund account from such a surcharge shall be considered legally available for any lawful purpose approved by the Board of Directors. Moneys in such general fund and/or performance assurance account may be used to pay for or reimburse initial costs and expenses advanced or associated with start-up costs, feasibility studies, economic analysis, financial advisory services, program development or implementation costs or enhancements, public education, energy audits, administration, quality control, vendor procurement, and any other purpose associated with the purpose or mission of the Agency approved by the Board of Directors.

SECTION 2.04. FINANCING AGREEMENTS.

(A) The Agency shall prepare and provide to each participating property owner the form of the Financing Agreement which complies with the Supplemental Act and is in accordance with the Financing Documents as designated by the Board of Directors from time to time.
(B) The Agency, not the Subscriber, shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the Agency’s authorized non-ad valorem assessments.

SECTION 2.05. IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO FINANCING AGREEMENTS.

(A) Upon execution by the record owners and the Agency, the Financing Agreement or a summary or memorandum thereof shall be recorded by the Agency within five (5) days of execution as required by Section 163.08(8), Florida Statutes. The recorded Financing Agreement, or summary or memorandum thereof, provides constructive notice that the non-ad valorem assessment to be levied on the subject property constitutes a lien of equal dignity to ad valorem taxes and assessments from the date of recordation.

(B) In a reasonably cooperative and uniform manner the Agency is authorized to and shall provide a digital copy to the property appraiser or tax collector of the recorded Financing Agreement or summary thereof, the most recent property identification number and annual amount of the non-ad valorem assessment along with such other efficient and reasonable information necessary for the tax collector to collect such amounts on behalf of the Agency pursuant to Sections 197.3632 and 163.08, Florida Statutes, as a non-ad valorem assessment.

SECTION 2.06. COLLECTION OF SPECIAL ASSESSMENTS.

(A) The Agency shall be solely responsible for professionally coordinating all interface with the tax collector or property appraiser, and minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of the Supplemental Act subscribed to by the Subscriber. The Agency shall ensure and be responsible for compliance with all laws, rules and regulations in the imposition and collection of any Special Assessments levied upon property owned by participating property owners who have entered into a Financing Agreement. Subscriber hereby respectfully requests and encourages the tax collector or property appraiser to only impose, charge, or deduct the minimum amount allowed by general law for the collection or handling of the Special Assessments which are the subject of this Subscription Agreement.

(B) To advance Program acceptance and to minimize Program participation costs, and because each Property Owner is voluntarily undertaking to achieve and underwrite the unique and compelling State interests described in the Supplemental Act, the Subscriber urges either the waiver of such fees by the tax collector and property appraiser or a flat five dollar ($5) fee per year per tax parcel for such purposes which shall be paid by the Agency via deduction, by the institutional trustee required by the Financing Documents, or as otherwise reasonably agreed to by the Agency and these parties.

SECTION 2.07. PLEDGE OF PROCEEDS FROM NON AD VALOREM ASSESSMENTS.
(A) The Agency will take such actions as are necessary for the lawful levy of the Special Assessments against all lands and properties specially benefitted by the acquisition, construction and financing of Qualifying Improvements. If any assessment made with respect to any property shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Agency or Subscriber shall be satisfied that any such assessment is so irregular or defective that the same cannot be enforced or collected, the Agency is authorized to take all necessary steps to cause a new assessment to be made for the whole or any part of any Qualifying Improvements or against any property specially benefitted by such improvement, to the extent and in the manner provided by law.

(B) Pursuant to the Financing Documents and this Subscription Agreement, the Agency shall irrevocably pledge and, to the fullest extent permitted by law, pledge and assign any and all revenues derived from Special Assessments to the repayment of any debt obligation issued by the Agency pursuant to the Financing Documents.

(C) The Subscriber shall not incur or ever be requested to authorize any obligations secured by Special Assessments associated with Qualifying Improvements imposed by the Agency.

(D) Each series of Financing Documents shall be secured forthwith equally and ratably by a pledge of and lien upon the Special Assessments. The obligations of the Agency under and pursuant to the Financing Documents shall not be or constitute general obligations or an indebtedness of the Subscriber as "bonds" within the meaning of the Constitution of Florida, but shall be payable from and secured solely by a lien upon and pledge of the Special Assessments as provided herein. Neither the Agency nor any holder of any debt obligation issued by the Agency pursuant to the Financing Documents shall ever have the right to compel the exercise of the ad valorem taxing power of the Subscriber or taxation in any form of property therein to pay any amount due under any Financing Documents or any Special Assessment. The Financing Documents shall not constitute a lien upon any property of or in the Subscriber except as to the respective Special Assessments in the manner provided herein and by law.

SECTION 2.08. CARBON OR SIMILAR CREDITS. The form of Financing Agreement in each instance shall provide for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to the Agency, with such revenues therefrom, if any ever materialize, to be used by the Agency to underwrite generally its operation, mission and purpose. The Financing Agreement, in each instance, shall separately and expressly confirm that consideration therefore is in the form and substance of economies of scale provided by the Agency and its programs and $1 and other good and valuable consideration provided to and received by the Property Owner, or such other statement of consideration as shall be appropriate under the circumstances. By execution hereof any such interest in mitigation credits shall be assigned by the Subscriber to the Agency without any future action by the parties. Provided, however, the Subscriber shall upon request from time to time execute and deliver all such documents as may be reasonably required to further evidence the assignment and transfer of such interests to the Agency. Such credits expressly exclude
investment tax credits available under the Internal Revenue Code or monetary rebates available to the Property Owner.

ARTICLE III
GENERAL PROVISIONS

SECTION 3.01. INTERLOCAL AGREEMENT PROVISIONS. This Subscription Agreement constitutes a joint exercise of power, privilege or authority by and between the Subscriber and the Agency and shall be deemed to be an “interlocal agreement” within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended. This Interlocal Agreement shall be filed by the Agency with the Clerk of the Circuit Court of the county in which the Subscriber is located.

SECTION 3.02. DISCLOSURE.

(A) The Agency has provided a copy of (1) the Supplemental Act, (2) the Agency’s Charter Agreement, (3) the Final Judgment in Fla. PACE Funding Agency v. State, No. 2011-CA-1824 (Fla. 2d Cir. Ct. 2011), and (4) other relevant disclosure information and background materials to the Subscriber prior to execution hereof. Subscriber, through its own staff and advisors, has independently reviewed and considered the foregoing and other relevant information of its choosing.

(B) The objective of the Agency’s mission is to offer a uniform, standardized and scalable approach that provides efficiencies and economies of scale intended to attract voluntary financing of Qualifying Improvements and stimulate a substantial and meaningful flow of private sector economic activity and new job creation. In doing so, each subscribing local government by entering into a subscription agreement of this nature authorizes the availability of the Agency’s uniform program to property owners in the subscribing jurisdiction. Accordingly, the Agency has engaged, and may engage in the future, various advisors, consultants, attorneys or other professionals or firms with recognized expertise necessary to accomplish the Agency’s mission.

(C) Each of the various advisors, consultants, attorneys or other professionals engaged by the Agency has been, and shall in the future be, disclosed to the Subscriber. The Subscriber and Agency recognize, consider and acknowledge the fact or possibility that one or more of the various professionals or firms may serve as the advisor to the Agency in its mission, and to the Subscriber or another client in providing other similar professional services, outside of the provision, funding and financing of Qualifying Improvements. Such circumstance is acceptable and will not be construed as a conflict, be objected to unreasonably, nor be used as the basis for its disqualification of such professionals or firms from any continued or future representation of either party hereto which can otherwise be resolved by a reasonable waiver.
SECTION 3.03. TERM OF AGREEMENT; DURATION OF AGREEMENT; EXCLUSIVITY.

(A) The term of this Interlocal Agreement shall commence as of the date first above written, and initially continue for the next three (3) full fiscal years (ending September 30) following execution hereof. The term of this Agreement shall then be renewed for successive three-year periods, unless either party provides notice to the other in writing of intent to terminate not later than 180 days prior to the end of any three-year term, or as otherwise agreed to by the parties in writing. Provided, however, either party may unilaterally terminate this Agreement prior to any Financing Agreements being executed or, if earlier, the issuance of any Obligations of the Agency secured by Pledged Revenues derived from within the jurisdiction or boundaries of the Subscriber.

(B) In the event of any termination hereunder, and so long as the Agency has Obligations outstanding which are secured by Pledged Revenues derived from Financing Agreements relating to any properties within the jurisdiction or boundaries of the Subscriber, or the Agency has projects for Qualified Improvements underway therein, the applicable provisions, authority and responsibility under this Agreement reasonably necessary to carry out the remaining aspects of the Program and responsibilities of Agency then underway, shall remain in effect and survive such termination until such time as those obligations and all associated remaining Program responsibilities are fulfilled (including, but not limited to the collection of assessments in due course).

(C) In light of the unique nature of the Agency’s program and in recognition of the capital investment made by the Agency and its contracting parties, and in order to maximize the benefits of a uniform implementation of a program under the Supplemental Act, the Subscriber covenants that it will not terminate this Agreement without cause. Provided, however, the Agency’s powers to be employed and exercised hereunder shall be non-exclusive, and the Subscriber is free to and reserves the right to enter into or otherwise commence another program for financing Qualified Improvements using non-ad valorem assessments either under the Supplemental Act or pursuant to its home rule powers upon written notice to the Agency of its decision to do so.

SECTION 3.04. AMENDMENTS AND WAIVERS.

(A) Except as otherwise provided herein, no amendment, supplement, modification or waiver of this Subscription Agreement shall be binding unless executed in writing by the Subscriber and Agency.

(B) To the extent the Agency has no outstanding bonds, Obligations or other evidence of indebtedness, this Subscription Agreement may be amended or modified or provisions hereto waived upon the written consent of all parties hereto.

(C) To the extent the Agency has outstanding bonds, Obligations or other evidence of indebtedness arising from Financing Agreements relating to properties within the jurisdiction or boundaries of the Subscriber, this Subscription Agreement may not be amended or modified in any way that is materially adverse to holders of such bonds, Obligations or other
evidence of indebtedness without the consent in writing of the holders of at least two-thirds (2/3) or more in principal amount of such bonds, Obligations or other evidence of indebtedness (exclusive of any warrants issued by the Agency) then outstanding, or any insurer duly authorized to provide such consent on behalf of such holders.

SECTION 3.05. NOTICES.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered (or confirmed electronic facsimile transmission) or mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier (with delivery instructions for “next business day” service) to the parties at the following addresses:

Subscriber: The City of Winter Park  
ATTN: City Manager  
City Hall  
401 South Park Avenue  
Winter Park, Florida 32789

With a copy to: The City of Winter Park  
ATTN: City Attorney  
c/o Fishback Dominick  
1947 Lee Road Winter Park, Florida 32789

Agency: Executive Director  
Florida PACE Funding Agency  
c/o City of Kissimmee  
101 North Church Street, Fifth Floor  
Kissimmee, Florida 34741

With a copy to: Program Counsel for the Florida PACE Funding Agency  
P.O. Box 14043  
Tallahassee, Florida 32317-4043

(B) Any of the parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or confirmed electronic facsimile transmission) or three days after the date mailed.

SECTION 3.06. QUALITY CONTROL AND COMMUNICATION. For quality control purposes the Agency and Subscriber desire, and the Agency covenants to develop, implement and employ policies, systems and procedures which are within industry standards; with such standards being reasonably expected to change and evolve over time. An ongoing positive and informal line of communication between staff and agents for the parties is encouraged. At any time, notwithstanding lack of default or lack of material breach hereunder,
the Subscriber is encouraged to objectively and specifically communicate to the Agency in writing as provided for herein any concerns, suggestions or disapproval with performance, policies, systems or procedures being employed by the Agency. The Agency through its administrator, Executive Director, or a duly authorized designee, will promptly respond in writing to all such communications (reasonably within fifteen (15) days of receipt of any such written communication, but sooner if necessary) and follow-up accordingly; and, also promptly communicate any such response, follow-up, and all related communication to the Board of Directors for review.

SECTION 3.07. IMMUNITY; LIMITED LIABILITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Subscription Agreement.

(B) The Subscriber and Agency are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the incorporators or members of the Agency shall not be held jointly liable for the torts of the officers or employees of the Agency, or any other tort attributable to the Agency, and that the Agency alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The Subscriber and Agency acknowledge and agree that the Agency shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Subscription Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(C) Neither the Subscriber, nor the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency, except to the extent otherwise mutually and expressly agreed upon, and neither the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency have any authority or power to otherwise obligate either the Subscriber, the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency in any manner.

(D) In no event shall the Subscriber be liable for or obligated to pay or perform any debts, liabilities, conditions or obligations arising as a result of any Financing Agreement, Financing Documents, Special Assessment, Qualifying Improvements or any act or omission of
any Property Owner or its/their agents. Subscriber shall have no monetary, appropriation or budgetary obligations under this Subscription Agreement or any authorizing resolution.

SECTION 3.08. BINDING EFFECT. This Subscription Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

SECTION 3.09. SEVERABILITY. In the event any provision of this Subscription Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 3.10. EXECUTION IN COUNTERPARTS. This Subscription Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 3.11. APPLICABLE LAW. The exclusive venue of any legal or equitable action that arises out of or relates to this Subscription Agreement shall be the appropriate state court in Leon County. In any such action, Florida law shall apply and the parties waive any right to jury trial.

SECTION 3.12. ENTIRE AGREEMENT. This Subscription Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the undersigned have caused this Non-Exclusive Interlocal Subscription Agreement to be duly executed and entered into as of the date first above written.

THE CITY OF WINTER PARK, a municipal corporation and general purpose local government duly organized and existing under and by virtue of the laws of the State of Florida

(SEAL)

By: ________________________________
Steven Leary, Mayor
Ex-Officio Chair of the City Commission

Attest: ________________________________
Cynthia S. Bonham, MMC, City Clerk

Approved as to form:

______________________________
A. Kurt Ardaman, City Attorney
IN WITNESS WHEREOF, the undersigned have caused this Interlocal Agreement to be duly executed and entered into as of the date first above written.

THE FLORIDA PACE FUNDING AGENCY

(SEAL)

By: __________________________
Michael H. Steigerwald, Executive Director

ATTEST:

______________________________
Donald T. Smallwood, Assistant Secretary
Subject:

Jose and Ann Lacambra, the owners of 700 Oxford Road, have requested the listing of their property on the Winter Park Register of Historic Places.

Motion | Recommendation:

The Historic Preservation Board voted unanimously on December 9, 2015 to recommend listing 700 Oxford Road in the Winter Park Register of Historic Places. The listing is finalized by resolution of the City Commission (attached).

Background:

700 Oxford Road is associated with the development of Virginia Heights. The house is an eclectic example of the Colonial Revival style in Winter Park built by contractor Frank Heigel. It retains its historic integrity, and the property is in excellent condition.

Alternatives | Other Considerations:

Fiscal Impact:

None
RESOLUTION NO.______

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 700 OXFORD ROAD, WINTER PARK, FLORIDA AS A HISTORIC RESOURCE ON THE WINTER PARK REGISTER OF HISTORIC PLACES.

WHEREAS, there are located within the City of Winter Park historic sites, areas, structures, buildings, improvements and appurtenances, both public and private, both on individual properties and in groupings, that serve as reminders of past eras, events, and persons important in local, state and national history; or that provide significant examples of past architectural styles and development patterns and that constitute unique and irreplaceable assets to the City; and

WHEREAS, the City Commission recognizes that the sites and properties of historical, cultural, archaeological, aesthetic and architectural merit contribute to the public health, welfare, economic well-being and quality of life of the citizens of Winter Park; and

WHEREAS, there is the desire to foster awareness of and civic pride in the accomplishments of the past; and

WHEREAS, the Winter Park Historic Preservation Board determined that the property at 700 Oxford Road meets the criterion for historic resource status through its association with the historic development of the Virginia Heights neighborhood in Winter Park and as an eclectic example of Colonial Revival style architecture.

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

The City Commission of the City of Winter Park hereby supports and endorses the designation of 700 Oxford Road as a historic resource on the Winter Park Register of Historic Places.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this _____ day of________________ 2016.

_____________________________________________ Steve Leary, Mayor

ATTEST:

_____________________________________________ City Clerk Cynthia S. Bonham
HDA 15-007 Request by Jose and Ann Lacambra to nominate their property located at 700 Oxford Road, Winter Park, Florida for listing as a historic resource in the Winter Park Register of Historic Places. Parcel No. 07-22-30-8908-07-010. Zoned R1-AA.

**History.** The eclectic style residential property at 700 Oxford Road was built in 1938-39 by building contractor Frank A. Heigel. It was built in its highly visible location during the later days of the development of the Virginia Heights subdivision. This section of Oxford Road was once named as an extension of Melrose Avenue according to the 1958 Sanborn Perrins Insurance Company map. Platted in the 1920s, the property changed hands several time before Heigel bought the property and built the house. The deed required that the residence must be erected at a cost no less than $5,000.00 and must be at least 30 feet from the front lot line.

Frank Heigel started his business as a contractor in 1924 during the Florida Land Boom. He was active in civic organization, becoming a charter member of the Kiwanis when the Winter Park Chapter started in 1931. He was elected its president in 1936.

**Virginia Heights.** By the 1920s, the Florida Land Boom was in full swing. This was an unprecedented period of growth that followed World War I. Immediately upon the end of the war, real estate activity rose to a frenzied pitch. Property values climbed dramatically. In Winter Park, new subdivisions were platted and lots sold and re-sold for quick profits. Platted in January 1922 by J. H. Bradshaw, W. H. McRainey, James H. Hirsch and Julian H. Harris, Virginia Heights was touted as “Winter Park, Florida’s finest new subdivision” in a real estate postcard. It was developed by the National Realty Company of Indianapolis.

The property was platted by civil engineer E. F. White. The Virginia Heights street design is a modified grid that responds to the eastern shore of Lake Virginia and to the creek that runs from Lake Sue to Lake Virginia. The developers included a park at the northern end of College Point which is deeded to Virginia Heights property owners. A vintage postcard shows the neighborhood as it was platted and as it is today with one exception; a road was not extended across the wetlands between Lakes Sue and Virginia. Many historic homes from the earliest development of Virginia Heights and the original street plan lend the neighborhood its distinctive charm. Until the 1920s Florida Land Boom, the area was primarily undeveloped woodlands tapped by the local turpentine industry. The “Dinky Line” railroad ran along the shore of Lake Virginia.
In the early phase of development, Virginia Heights included the variety of residential style popular at the time including Colonial Revival, Tudor, Craftsman and Mediterranean. After World War II, home building completed development within the neighborhood. The dominant domestic architectural style during the 1940s was Minimal Traditional. By the 1950s, the end of Virginia Heights’ period of significance, Ranch and Contemporary Rambler style homes were the norm.

**Description.** 700 Oxford Road faces Oxford Road between the corners of Lakeview Drive and Essex Road. The two story stuccoed masonry residence has a flat tile, side facing gable roof and a flat roofed one story sun porch on the east side. There is a two story wing on the rear elevation. The shallow eaves have decorative moldings. The foundation is raised and continuous. The façade is symmetrical with a center entry. The entry stoop has low ironwork railings. The paneled entry door is topped with a Colonial Revival broken triangular pediment. The entry pilasters and over door panel are ornamented with classical patterns typical of Beaux Arts patterns, and the doorway is flanked with lights. There is an ornamental window with decorative ironwork grill on the second floor above the entry. The windows are divided light casements and have fixed shutters and cornices.

The west side elevation has an exterior chimney on the two story main body of the house. There is an attached, now enclosed, garage off the northwest corner of the house. The wing has a tiled pent roof wrapping the building. A screened porch has been added to the rear. Like many Florida homes of the era, its eclectic architecture borrows details from several pure styles. The property is in very good condition.

**Architecture.** Colonial Revival style refers to the rebirth of interest in the early English and Dutch homes of the Atlantic seaboard that emerged at the 1876 Philadelphia Centennial Exposition. The structures reflected classical traditions from Georgian, Federal and Jeffersonian styles. Major elements included symmetrical facades, prominent porticos, molded details in Bas relief, small paned windows, and entry fanlights. It was the dominant house style during the first half of the last century. There were several subtypes based on primarily on roof forms and variants of entrances, windows and cornices.

**RECOMMENDATION:** The property represents the middle phase of historic development during Virginia Heights’ period of significance. It is an eclectic example of Colonial Revival influenced architecture. Staff’s recommendation listing the house as a historic resource in the Winter Park Register of Historic Places.
Historic Designation Application

1. **FOO OXFORD ROAD, WINTER PARK, FL. 32789-5087**
   
   Building address
   
   **JOSE + ANN LACAMBRA**
   
   Owner’s name(s)
   
   **1407 44/4 0386**
   
   Address
   
   **407 718 1632**
   
   Telephone
   
   Applicant's name (if different from above)
   
   Address
   
   Telephone

2. 

   _JOSE M. LACAMBRA_, as owner of the property described above, do hereby authorize the filing of this application for historic designation for that property.

   
   Owner’s Signature
   
   **11/12/15**
   
   Date

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**Historic Preservation Commission Office Use**

**Criteria for Designation**

- ✓ A. Association with events that have made a significant contribution to the broad patterns of history including the local pattern of development; or
- _B. Association with the lives of a person or persons significant in our past; or that_
- _C. Embodies the distinctive characteristics of a type, period, or method of construction or that represents the work of a master, or that possesses high artistic values or that represents a significant and distinguishable entity whose components may lack individual distinction; or_
- _D. Has yielded or are likely to yield information important in prehistory or history._

**Legal description**

Var Heights G/107 LOT 1 + N 1/2 LOT 2 BK 64 G 1937

**Year built**

Probable, not likely

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**Historic name of building (if any)**

**Date received:** 11-13-15

**Historic district name (if any)**

**HPC Meeting:** 12-9-15

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**Case File No.: HDA 15-007**

**Florida Master Site File No.: OR-9369**
VARIANTS AND DETAILS

As in their Georgian and Adam prototypes, the principal areas of elaboration in Colonial Revival houses are entrances, cornices, and windows.

ENTRANCES—The illustrations of Georgian and Adam entrances on pages 155 and 158 include most variants found on colonial prototypes; some common additional variations found on Colonial Revival houses are illustrated here. Recessed pediments, rare on colonial originals, are particularly favored by the Revivalists. Entrance details on useful Colonial Revival copies can be distinguished from originals only by their regular, machine-made finish, which contrasts with the slightly irregular hand finish of early examples. On less precise Revival copies, door surrounds are typically flatter than the originals that is, less wood and fewer and shallower moldings are used to gain a similar frontal effect but less depth and relief are apparent when viewed from the side.

CORNICES—In original Georgian and Adam houses the cornice is an important identifying feature. It is almost always part of a boxed roof-wall juncture with little overhang, and is frequently decorated with dentils or modillions (see page 155). These are also typical of many Colonial Revival examples. Some, however, have open caves and rakes, or even exposed rafters, features never found on original colonial houses.

WINDOWS—As in the originals, most Colonial Revival windows are rectangular in shape with double-hung sashes. In the more accurate copies, each wall has six, eight, nine, or twelve panes. Equally common are multi-pane upper sashes hung above lower sashes that have only a single large pane, a pattern never seen on colonial originals. Where bay windows, paired windows, or triple windows (except the Adam Palladian type) are present, they clearly signify a Colonial Revival house rather than an original.

OTHER DETAILS—All common wall materials were used, but masonry predominates in high-style examples. Vernacular examples were generally of wood before about 1910, with masonry progressively more common as veneering techniques became widespread in the 1930s. High-style elaborations of Georgian and Adam originals may also occur on landmark Colonial Revival copies.

OCCURRENCE

This was a dominant style for residential building throughout the country during the first half of this century. The different subtypes were, however, equally common throughout this long period, but shifted with changing fashion (see each subtype above). After briefly falling from favor in mid-century, the style has recently reappeared in somewhat different form as a dominant Neocolonial style (see page 40).

COMMENTS

The term "Colonial Revival," as used here, refers to the entire rebirth of interest in the early English and Dutch houses of the Atlantic seaboard. The Georgian and Adam styles form the backbone of the Revival, with secondary influences from Proto-Revival English or Dutch Colonial prototypes. Details from two or more of these precursors are often combined in many examples so that pure copies of colonial houses are far less common than are eclectic mixtures.
SIDES-CAUBLED ROOF

1. Baltimore, Maryland, ca. 1920. A very simple, two-colon example.
2. Lexington, Kentucky. 1930s. Side porches are common on Colonial Revival houses (see Figure 3, 4, and 25).
3. Louisville, Kentucky, 1930. Another Regency house (see also page 321, Figure 4). This type of side porch with a canopy roof is characteristic of Regency houses.
4. Kansas City, Missouri. 1930s. Although a few places this looks like an accurate copy, the real thing is too wide and the windows too broad for an original colonial house.
5. Cleveland, Ohio. 1920s. The entry porch with a curved pediment is a fair Revival detail.
6. Dallas, Texas, 1910. Young House. Small round windows above the entry here and in the gable end of Figure 3 were widely used in the late 1920s, 1930s, and early 1940s on Colonial Revival houses and in other arts.
7. Dallas, Texas. 1915. Thomas House. This example was inspired by the Middle Colonial Georgian house. Note the portico and the double door over the entry. The side porches on the left in a modern version of the porch above with windows on three sides. These were especially favored in the South where they appear in many modern arts.
8. Cambridge, Massachusetts, 1920s. John W. Sloan, architect. This house demonstrates that reasonably accurate Colonial copies were being designed in the early years of the Revival; close with exaggerated detailing were, however, far more common.
9. Louisville, Kentucky, 1920. The garden facades of a very large example. Note the door surmounted with the pediment extending over the side lights but lacking a transom. Although this combination was never used in colonial houses, the example here faithfully reproduces the spirit of a Georgian or Adam doorway.
This Indenture,

Made this Eighteenth day of August, A.D. 1838,

Between WILLIAM RUSSELL HENRY, AND MARGARET R. HENRY,
His Wife

of the County of Lancaster and State of Pennsylvania

part of the first part, and FRANK A. HIEGEL

of the County of Orange and State of Florida

part of the second part. Witnesseth, that the said part of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations

Received of them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part and his heirs and assigns forever, all that certain parcel of land lying and being in the County of Orange and State of Florida, more particularly described as follows:

Lot One (1) in Block G, in Virginia Heights, according to the plat thereof recorded in Plat Book G, Page 107, of the Public Records of Orange County, Florida, and subject to the following covenants:

1. This property is to ownership and occupation is reserved to persons of the Caucasian Race.
2. This property shall be used for residence purposes only.
3. No residence to be erected at a cost less than $5000.00.
4. No residence shall be erected less than 30 feet from the front line.
5. Subject to taxes for the year 1838 which are to be paid by the party of the second part.

Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto, belonging or in anywise appertaining, To Have and to Hold the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises, that they are free from all incumbrances and that they have good right and lawful authority to sell the same; and the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whosoever.

In Witness Whereof, the said parties of the first part have hereunto set their hand and seal, the day and year above written.

Signed, sealed and delivered in our presence:

[Signatures]

Warranted to the State by
[Signature]

Florida:
[Signature]
I hereby certify, that this day in the above named State and County before me, an officer duly authorized and acting, personally appeared

WILLIAM RUSSELL HENRY AND MARGARET N. HENRY, HIS WIFE

who executed the foregoing deed, and they acknowledged then and there before me that they executed said deed.

And I further certify, that the said

MARGARET N. HENRY

known to me to be the wife of the said WILLIAM RUSSELL HENRY

on a separate and private examination, taken and made in the above named State and County by and before me, separately and apart from her said husband, did this day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

Witness: my hand and official seal this

Eighteenth day of August, A.D. 1938

Notary Public

My commission expires Second day of August, A.D. 1942.
**Subject:**

James Martin Sullivan and Maura T. Smith, the owners of 901 Georgia Avenue, have requested the listing of their property on the Winter Park Register of Historic Places.

**Motion | Recommendation:**

The Historic Preservation Board voted unanimously on December 9, 2015 to recommend listing 901 Georgia Avenue in the Winter Park Register of Historic Places. The listing is finalized by resolution of the City Commission (attached).

**Background:**

901 Georgia Avenue is associated with the early of development of Winter Park and with first owner Dr. Edward S. Meyer. The house is an excellent representative of the English Arts and Crafts type Tudor Revival style in Winter Park. It retains its historic integrity, and the property is in excellent condition.

**Alternatives | Other Considerations:**

**Fiscal Impact:**

None
RESOLUTION NO.______

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 901 GEORGIA AVENUE, WINTER PARK, FLORIDA AS A HISTORIC LANDMARK ON THE WINTER PARK REGISTER OF HISTORIC PLACES.

WHEREAS, there are located within the City of Winter Park historic sites, areas, structures, buildings, improvements and appurtenances, both public and private, both on individual properties and in groupings, that serve as reminders of past eras, events, and persons important in local, state and national history; or that provide significant examples of past architectural styles and development patterns and that constitute unique and irreplaceable assets to the City; and

WHEREAS, the City Commission recognizes that the sites and properties of historical, cultural, archaeological, aesthetic and architectural merit contribute to the public health, welfare, economic well-being and quality of life of the citizens of Winter Park; and

WHEREAS, there is the desire to foster awareness of and civic pride in the accomplishments of the past; and

WHEREAS, the Winter Park Historic Preservation Board determined that the property at 901 Georgia Avenue meets the criterion for historic landmark status through its association with the early development of Winter Park and Dr. Edward S. Meyer and as an example of Tudor Revival style architecture.

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

The City Commission of the City of Winter Park hereby supports and endorses the designation of 901 Georgia Avenue as a historic landmark on the Winter Park Register of Historic Places.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this _____ day of________________ 2016.

_______________________________
Steve Leary, Mayor

ATTEST:

_______________________________
City Clerk Cynthia S. Bonham
Request by James Martin Sullivan and Maura T. Smith to nominate their property located at 901 Georgia Avenue, Winter Park, Florida for listing as a historic landmark in the Winter Park Register of Historic Places. Parcel No. 06-22-30-2264-00-081. Zoned R-1AA.

History. The residential property at 901 Georgia Avenue was built in 1917 for Professor and Mrs. Edward S. Meyer of Cleveland, Ohio. It was identified as a potential local landmark building in the 1986 survey of historic resources.

Dr. Meyer made arrangements to build the house when he and his wife wintered at the Osceola House in 1916. He was educated at the University of Heidelberg, and had taught German at Adelbert College in Cleveland (now Case Western Reserve University). He joined the Rollins College faculty in 1917. He was a professor of German Language and Literature. Dr. Meyer was active on the local School and Civic League, serving as Chair of the Advisory Teacher Committee. The Edward S. Meyer Scholarship was established at Rollins in 1942. Dr. and Mrs. Meyer also had a summer house in Gordon Bay, Ontario. The architect and builder of the house have not been identified. It is possible that the house was designed by L. Percival Hutton who designed the English style cottage, Pine Needles, at 242 Chase Avenue around the same time.

From 1947 to 1951, it was the residence of J. Lynn Pflug and his wife Kelly Pflug. J. Lynn Pflug served as Winter Park Mayor from 1958 to 1961.

Description. The Tudor style residence is a two story frame building on a continuous brick foundation. The hip and jerkinhead roofline has very distinctive curved eaves that create the impression of a thatched roof. The horizontal siding is beveled edge heart pine. There is a half basement. There is an eyebrow dormer on the main roof and on the entry porch roof. The porch has a jerkinhead roof and the entry door is flanked by windows. There is a pair of second floor bay windows and a ground floor bay window on the façade. The windows are sash style and have one over one and six over one glazing patterns.

The chimney is placed at the center ridge. The rear roofline repeats the jerkinhead and eyebrow details of the façade. There is a screened porch on the rear elevation. The front brick driveway accesses Georgia Avenue and Cherokee Lane and also runs along the north side of the property.
to a freestanding one story, two car frame garage at the northwest rear corner of the property. The original garage was located by Cherokee Lane. The property is in very good condition.

**Architecture.** Designed to resemble a thatched roof English cottage, 901 Georgia Avenue is a rare subtype of the Tudor style; in its case, with wood wall cladding and a false thatched roof. The popular name for the style is historically imprecise since few examples closely mimic the true characteristics of early 16th century England. Instead, the style is loosely based on a variety of late Medieval English prototypes ranging from thatched roof cottages to grand timbered manor houses. Uncommon in America before World War I, the style gained popularity through plan books and newer construction materials and techniques. It became one of the most popular house styles from 1915 to 1930.

The unusual false thatched roof imitates with modern materials the picturesque thatched roofs on rural English cottages. Composition roofing materials are rolled around eaves and rakes to suggest a thick layer of thatch. The English Art and Crafts movement during the same time period also provided inspiration for the building's details.

**RECOMMENDATION:** Staff recommends listing as a historic landmark on the Winter Park Register of Historic Places.
City of Winter Park Historic Designation Application

1. 901 Georgia Ave.
   Building address
   Owner's name(s) Address Telephone

Applicant's name (if different from above) Address Telephone

2. I, James Martin Sullivan & Maureen Smith, as owner of the property described above, do hereby authorize the filing of this application for historic designation for that property.

Owner's Signature 9/24/15 Date

Historic Preservation Board Office Use

Criteria for Designation

A. Association with events that have made a significant contribution to the broad patterns of history including the local pattern of development; or

B. Association with the lives of persons or persons significant in our past; or that

C. Embody the distinctive characteristics of a type, period, or method of construction or that represents the work of a master, or that possesses high artistic values or that represents a significant and distinguishable entity whose components may lack individual distinction; or

D. Has yielded or are likely to yield information important in prehistory or history.

Legal description

Edward S. Meyer House
Historic name of building (if any)

Year built

Date received: 10-21-15

IIPC Meeting: 12-9-15

Case File No.: HOA-15-006
Florida Master Site File No.: OR-0433

Local Historic Landmark 1984 Survey

Local Historic Resource
Significance:

This style of bungalow was common in plan books in the early part of this century. The rounded eaves and low roofs gave the impression of a thatched roof. The house was built in 1917 for Edward S. Meyer, a member of the Rollins Faculty in 1917. Meyer also had a summer home in Gordon Bay, Ontario.
At Rollins College, Room, Board and Tuition in the Academy and Business School was increased from $190 to $224, and in the Collegiate Department from $210 to $244. Rev. Nathaniel M. Pratt, Ciella M. Avery and Alfred J. Hanna joined the faculty. Dr. W. F. Blackman resigned as President because of ill health, and Dr. George Morgan Ward again took charge. Graduates of the College were Anne Bellows and Donald M. Marvin.

1916

In the Presidential election Winter Park cast 167 out of a possible 170 votes. Hughes received 73 votes, Wilson 77.

The gap in the highway between the Maitland and Sanford brick roads was filled, completing fifty miles of brick road between Kissimmee and the St. Johns River bridge. Shoulders were put on the nine foot County brick road from Maitland to the south boundary of Winter Park to make a sixteen foot paved road through town. A fifteen foot gravel road was built beginning at the brick road at the intersection of New England and Park, west across the railroad, north along West Park Avenue, to the packinghouse. Interlachen Avenue was paved twenty-four feet wide from the Boulevard to Pulsifer Circle. Genius Drive was laid out, and a road was built around the west side of Lake Knowles. Webster Avenue was paved eighteen feet wide from the County road to the New Seminole Hotel. A new bridge was built over the Virginia-Mizell run. Sidewalks were laid on West Boulevard and Welborne Avenue.

Winter Park had a per capita valuation of $2,500; bonded indebtedness, $40 per capita; one automobile to each eight inhabitants and one telephone to each five.

Sixty-nine votes were cast in the municipal election. W. C. Temple was re-elected Mayor; Percy Dale, Clerk; D. C. Overstreet, Marshall. Aldermen elected were H. A. Ward, E. F. Keezel and James Campbell. Arthur Schultz was appointed Fire Chief; Ed Favor, assistant. Ira Rigdon was appointed Tax Collector. A set of books was opened and Mr. Rigdon hired as town bookkeeper at $75 a month, because of the confusion in town finances. The Town Clerk's salary was raised from $15 to $20 a month. The tax levy was set at 11 mills.

An ordinance was drawn up regulating the blocking of street traffic on crossings and sidewalks by trains; also an ordinance requiring all cats residing in Winter Park to be licensed, at a fee of one dollar. The Woman's Club erected tablets on all highways entering the town bearing the words "Winter Park Bird Sanctuary." Deputy marshals were appointed to enforce the ordinances relating to birds and game.

An occupational tax was levied, with 70 businesses on the list. The lowest license was 50 cents for a one-chair barber shop, the highest $1,250 for merchants using trading stamps. Winter Park's "Great White Way" lights were turned on for the first time on East Park Avenue. Fourteen new incandescent lights were installed at street corners where needed. A Model T Ford with chemical tanks was added to the town's fire fighting equipment. A new pumping system was installed giving a maximum water supply of 300 gallons per minute. Pipe was laid in Hannibal Square to furnish city water to the colored people.

Arthur Schultz, President of the Board of Trade, addressed the Town Council with reference to the condition of Palm Cemetery, as a result of which $500 was appropriated from the 1917 tax levy for cemetery purposes. On May 4 the Town Hall was dedicated and the council chamber moved. It was built with the $2,000 bond issue and $5,000 donated by an anonymous citizen.

usual atmosphere of this little community, that convinced me that Winter Park was where I wanted to live and work and have my friends.'"


The Dyer Section of the Navy League was organized in Winter Park in memory of the late Commander Geo. L. Dyer. A branch of the National Surgical Dressings Committee was organized, Mrs. Walter Chess, Chairman; Dorotha Chess, Secy-Treas. The use of the Town Hall was given for a workroom, and fifty women met twice a week to make dressings under the direction of Mrs. W. F. Blackman and Mrs. W. C. Temple. The Country Club Auxiliary of the American Red Cross sent 1,510 dressings to the National Surgical Dressings Committee, and 16,042 dressings to the American Red Cross.

Florida Marmalades for the Wounded was organized and sent 700 pounds of marmalade to the wounded soldiers of France. A Food Conservation Club was organized. Rev. W. H. Burr loaned the Woman's Club a room for a Community Kitchen, where a course in war cooking was given. Mrs. George M. Ward sent 1000 baby caps to the New York office of American Girls Aid.

Prof. Hiram Powers sailed to take up YMCA work. Ray Greene did YMCA work among the U.S. forces in Officers' Reserve Schools. Dean A. D. Enyart went to France to engage in educational work among the French military forces. F. Ellison Adams drove a Red Cross ambulance on the firing line—later he entered the Air Force. Joe Ahik was the second Winter Park citizen to reach the firing line, enlisting in the Seventh Volunteer Regiment of the Engineer Corps. Company C went from Orlando and Winter Park; among its members were Fred Floyd and Ray Troyvillion.

The Winter Park Country Club turned its links into pasture for 250 sheep and 150 goats, to relieve the shortage in the meat supply.

W. H. Schultz was chairman of the YMCA campaign in Winter Park, which netted $1,808 for war work on a quota of $1000. The YWCA campaign raised $1,100, Red Cross $300. In the First

Liberty Loan Drive the Bank of Winter Park sold $15,000 worth of bonds, the highest in Orange County except the State Bank of Orlando. In the second drive a total of $59,600 was sold in Winter Park. Walter Schultz was chairman of the Men's Committee, Mrs. Luther Detwiler of the Women's Committee.

At Rollins College 205 students enrolled, 43 being in the Collegiate Department. Many Rollins boys enlisted, and others answered the draft. Fifty young men received military training under Malcolm McGowan, Company Captain. Dr. Calvin H. French succeeded Dr. George M. Ward as President. Newcomers to the faculty were Helen L. Warner, Mrs. Christine Harcourt, Dr. Herrick, Dr. Meyer, Dr. Rencher and Dr. Short. The students adopted two war orphans. A Red Cross group was organized with Margaret Smith Pres.; Mary Conaway, Secy.; Dorothy Richards, Treas.

The Congregational Education Society gave the College $2,000. F. S. Child gave $1,500, Mrs. W. R. O'Neal $2,000, E. H. Brewer $500, Mrs. Chas. L. Smith $6,900, W. C. Comstock $9,400, Chas. H. Morse $35,000. H. A. Weaver gave a $400 tennis court. When George A. Rollins died he left his fortune to the College.

The first number of the Tomoka, the original (Indian) name of the peninsula of Florida. Alfred J. Hanna was editor-in-chief. The Delphic Debating Society was reorganized, with Mr. Hanna as President. Paul L. Thoren was President of the Rollins College Athletic Association, A. J. Hanna of the Alumni Association. Graduates were Mary L. Conaway, Anna F. Funk, Edwin A. McQuaters, Paul L. Thoren and Alfred J. Hanna.

1918

Armistice was declared November 11, bringing hostilities to an end.

The population of Orange County was 24,752, an increase of almost 10,000 in three years.

Item in Winter Park Post, March 7:

"The following true story is somewhat indicative of how strangers are impressed with Winter Park: Mrs. E. A.
WOODED WALL CLADDING
1. Taylor, Texas; 1930. The arched extension of the false-gabled wall extending beyond the main house on the right is called "strawberry wing wall." This is a feature found on both Tudor and Spanish Eclectic houses (see also Figure 2).
2. Kansas City, Missouri; 1930. An unusually tall and steeply pitched false-gabled roof forms the principal facade. Note the pinnacled cantilever varying hip and gable walls were added to Tudor houses in the 1930s.
3. Des Moines, Iowa; 1940. It is easy to identify the simple false-gable form in this example and to see how the addition of the gabled dormer, massive front chimney, and dormer front gable ornament it to Tudor styling.
4. St. Louis, Missouri; 1930.
5. Buffalo, New York; 1930. An early commercial example with a full false-gabled roof. Note the open eaves with exposed rafters, borrowed from contemporary Craftsman houses. Decorative half-cleated siding near here and in Figure 4 is common on Tudor houses with only wooden wallcladding.

FALSE FRASHERD ROOF
1. Portland, Oregon; 1930. This steeply pitched roof with curved eaves and curved gables and gables has a curved horizontal line of detail. The weathering material is probably a replacement of the original.
2. St. Louis, Missouri; 1930. The tightly wrapped roof edge seen here is best identified with a combination roof being due to the graceful curving edge of the red brick surface. Note the decorative details of the original composition weathering material, visible on the left gable.
3. Cleveland, Ohio; 1930. False-frame false-gable examples are more likely to have symmetrical designs than other Tudor subtypes (see also Figures 4 and 5). The original weathering material has probably been replaced here and in Figure 4.
4. Cleveland, Ohio; 1930.
5. Cedarton, New York; 1930. This pristine example lacks the false-gabled walls found on Tudor houses. The red brick face entry above the gable is Continental influence. The original composition weathering is shown; note the hip roof, which clearly resembles Dutch.