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

**meeting procedures**

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

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

**agenda**

*times are projected and subject to change

1. **Meeting Called to Order**
2. **Invocation**
   a. Father Richard Walsh, St. Margaret Mary Catholic Church

   **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Mayor's Report**
   a. 4th Quarter 2017 Business Recognition Award
      - Park Avenue Smoothie Cafe
5. City Manager's Report
   a. City Manager's Report

6. City Attorney's Report

7. Non-Action Items
   a. Tennis Center Renovation and Operational Improvements

8. Citizen Comments and budget comments | 5 p.m. or soon thereafter

9. Consent Agenda
   a. Approve the January 8, 2018 minutes.
   b. Approve the following agreement and authorize the Mayor to execute the contract:
      1. Orange County - Interlocal agreement for municipal separate storm sewer system permit activities; $22,052
   c. Approve the following piggyback agreement and authorize the Mayor to execute the contract:
      1. Hubbard Construction Co. - Seminole County contract #IFB-602096-14/BJC for Pavement Management Services; $150,000

10. Action Items Requiring Discussion
   a. Contract for the sale of 1111 W. Fairbanks Avenue
   b. Consideration of two real estate offers on 2600 Lee Road
      Presentation of two offers.
   c. Federal Legislative Priorities

11. Public Hearings
   a. Ordinance - Vacating and abandoning a certain portion of the public right-of-way known as Laurel Road (2)
   c. Ordinances - Request of the Mayflower
Retirement Community to amend the “Comprehensive Plan” Future Land Use map to change portions of the property at 2141 Oakhurst Avenue from a Single Family Future Land Use designation to a Low Density and Medium Density Residential Future Land Use designation and to amend the official Zoning map to change portions of the property at 2141 Oakhurst Avenue from Single Family (R-1A) district Zoning to Low Density Residential (R-2) and Medium Density Multi-Family Residential (R-3) district Zoning to allow expansions to the facilities of the Mayflower Retirement Community. (1)

d. Request of the Mayflower Retirement Community for Preliminary and Final Conditional Use approval for expansions to their facility to include a three-story healthcare (skilled nursing) building; a one-story memory care building; a one-story clubhouse and forty (40) new villa units in four separate three-story buildings on the combined 15.5 acres of vacant property at 1620 Mayflower Court and 2141 Oakhurst Avenue.

e. Resolution - Urging Florida Legislature to oppose legislation that would restrict or eliminate Community Redevelopment Agencies

f. Resolution - Opposing Legislative efforts to impede the constitutional right Florida's citizens have enjoyed for nearly 50 years to govern themselves under Municipal Home Rule Powers

g. Ordinance - Adopting Naming Policy (1)

h. Request of the City of Winter Park to amend various sign code regulations PLEASE NOTE: THE PUBLIC HEARING FOR THIS ORDINANCE HAS BEEN POSTPONED UNTIL FURTHER NOTICE

12. City Commission Reports

Appeals and 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."
item type  Invocation
meeting date  1/22/2018

prepared by  City Clerk
approved by

board approval  final vote

strategic objective

subject
Father Richard Walsh, St. Margaret Mary Catholic Church

motion / recommendation

background

alternatives / other considerations

fiscal impact
<table>
<thead>
<tr>
<th>item type</th>
<th>Mayor's Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>meeting date</td>
<td>1/22/2018</td>
</tr>
<tr>
<td>prepared by</td>
<td>City Clerk</td>
</tr>
<tr>
<td>approved by</td>
<td></td>
</tr>
<tr>
<td>board approval</td>
<td>final vote</td>
</tr>
<tr>
<td>strategic objective</td>
<td></td>
</tr>
</tbody>
</table>

**subject**

4th Quarter 2017 Business Recognition Award - Park Avenue Smoothie Cafe

**motion / recommendation**

**background**

**alternatives / other considerations**

**fiscal impact**
item type  City Manager's Report  meeting date 1/22/2018
prepared by  City Clerk  approved by
board approval  final vote
strategic objective

**subject**
City Manager's Report

**motion / recommendation**

**background**

**alternatives / other considerations**

**fiscal impact**

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Manager's Report</td>
<td>1/16/2018</td>
<td>Cover Memo</td>
</tr>
<tr>
<td>2017 Year end Review Development Report</td>
<td>1/16/2018</td>
<td>Cover Memo</td>
</tr>
</tbody>
</table>
Below are issues of interest to the Commission and community that are currently being worked on by staff, but do not currently require action on the Commission agenda. These items are being tracked to provide the Commission and community the most up to date information regarding the status of the various issues. The City Manager will be happy to answer questions or provide additional updates at the meeting.

<table>
<thead>
<tr>
<th>issue</th>
<th>update</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quiet zones</td>
<td>(FDOT update October 2017) –The current activities include completing design plans, procurement of materials supply and delivery and wiring of Central Florida Rail Corridor (CFRC) signal houses. Design is completed, materials procurement by January 2019, and construction completion by August 2019.</td>
</tr>
<tr>
<td>Seminole County Ditch Drainage Improvement</td>
<td>Dredging the drainage ditch behind the homes along the east side of Arbor Park Drive has been postponed until February 2018.</td>
</tr>
<tr>
<td>Electric undergrounding</td>
<td><strong>Miles of Undergrounding performed</strong></td>
</tr>
<tr>
<td></td>
<td>Project F: Complete</td>
</tr>
<tr>
<td></td>
<td>Grove Terrace: 45% complete.</td>
</tr>
<tr>
<td></td>
<td>Project G: 4.03 miles Boring has begun.</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL so far for FY 2018:</strong> 1.2 miles</td>
</tr>
<tr>
<td>Fairbanks transmission</td>
<td>No Change. A bid review took place on 11/30 at Duke Energy. Estimates for transmission came in $4.65M higher than the original estimated cost to underground the transmission of $8.45M. Currently working with FDOT to request additional funding.</td>
</tr>
<tr>
<td>Denning Drive</td>
<td>Phase 1 from Orange to Fairbanks Is substantially complete and the only remaining items are installation of trees, irrigation and landscape along with about 100 feet of sidewalk and cleanup. The permanent road striping will be completed following cure period of the asphalt which is typically a month or so. The adjoining property owners are pleased with the improvements. Phase 2 (from Fairbanks to Webster) will begin February 6 with construction of bus bays on west side of road. The project will be substantially complete by June 1\textsuperscript{st}.</td>
</tr>
<tr>
<td>Project</td>
<td>Description</td>
</tr>
<tr>
<td>----------------------</td>
<td>-------------</td>
</tr>
<tr>
<td><strong>Scenic Boat Tour</strong></td>
<td>Construction of the new concrete ramp is substantially complete and only remaining items are production/installation of the railing and installation of several small sections of retaining wall which will be complete by January 31st. Once the ramp is opened for use, the stairs will be rebuilt to provide 2 different routes to access the dock.</td>
</tr>
<tr>
<td><strong>Library Design</strong></td>
<td>Schematic design anticipated to be completed by the end of January 2018.</td>
</tr>
<tr>
<td><strong>Sign Code Revisions</strong></td>
<td>This has been postponed until a later date to be announced.</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.
2017 YEAR END REVIEW – 2018 PREVIEW

Below is a recap of the commercial and multi-family residential development projects that were completed in 2017 or began construction 2017 to be completed in 2018 as well as projects expected to begin in 2018:

**Commercial Projects Completed in 2017:**

**REI Retail Store:** The former Chamberlin’s Food Market at 402/490 North Orlando Avenue was replaced by the first REI outdoor retail store in Orlando and only the second in Florida, which opened in August, 2017.

**Whole Foods Project:** Redevelopment of the 11 acre former Corporate Square/WP Dodge properties is nearing completion. The new Whole Foods grocery store opened in November 2016 to coincide with the opening of the new Lee Road Extension. The other major retailer, Nordstrom Rack opened in September, 2017. Additional out-parcels including a PNC Bank site and a building holding a Café Rio restaurant and Habit Burger Grill have been completed. The final out-parcel building to house a Sephora makeup/retail tenant is now under construction.

**300 North Pennsylvania:** A new two-story concierge medical building of 6,535 square feet for Dr. Castro is under construction. The building shell and first floor are completed and the second floor is under construction.

**Orchard Supply Hardware:** A new Orchard Supply hardware store at 1111 South Orlando Avenue was completed in August, 2017 is now open. This was the first location of an Orchard Supply store in Orlando.

**Center for Reproductive Medicine:** The former St. John Lutheran parking lot at 1500 South Orlando Avenue was sold and the new Center for Reproductive Medicine medical building of 15,000 square feet was completed in December 2017.

**Rollins College Bookstore:** The former Frank n Steins (Shipyard) restaurant site at 200 W. Fairbanks Avenue has been renovated for the relocation of the Rollins College Bookstore along with a small 30 seat Einstein’s Café in the interior, which opened in August 2017.

**Projects Started in 2017 to be Completed in 2018:**

**Reflections Dermatology:** The former Don Palladino building at 440 W. Morse Blvd. has been razed for the construction of a new two story, 3,695 square foot dermatology practice. Construction is in the finishing stages.

**K-Mart Shopping Center:** In December 2015 the City Commission gave the initial approval for the renovation of the former K-Mart shopping center at 501 North Orlando Avenue. All the buildings have been renovated in phases 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 tenants have opened including a Home Goods, Marshalls, Zoe’s Kitchen, Blaze Pizza, 5 Below, DSW, and Ross store is still under construction.

**Rollins College Facilities Building:** On February 27, 2017 the City Commission approved a request by Rollins College to construction a new two-story, 17,410-square foot Facilities Building at 501 Holt and 450 W. Fairbanks Avenue. Building permits were issued in November 2017 and construction is on-going.

**Project Wellness:** The Winter Park Health Foundation is redeveloping the current Wellness Center property at 2005 Mizell Avenue. The consolidated 4.2 acre site will be used to construct a new 41,508 square foot Wellness Center; 16,884 square feet of new medical related offices; 24,970 square feet of common public use areas, as well as a four-story, five level 271 space parking garage of 86,628 square feet. Construction for this project is underway, and is at the structural framing stage.

**Winter Park Hospital:** The Winter Park Florida Hospital has just started construction of a new five story Patient Tower/Wing on the east side of the Hospital building. Construction schedule is not known at this time, but the construction permit has been issued.

**Dunkin Donuts:** A new Dunkin Donuts with a drive-through was issued a building permit in December, 2017 and is now under construction at 1655 W Fairbanks Avenue. Construction is now at the framing stage and completion is expected in May, 2018.

**Commercial Projects Expected to Start Construction is 2018:**

**Westminster Winter Park Towers:** A new Lifelong Learning Center amenity for the residents of the Winter Park Towers was approved by the City Commission in November 2016. The proposed building addition is located between the main Winter Park Towers building and the Parking Garage. The centerpiece of the project is an auditorium/stage to accommodate approximately 400 persons. The facility could host speakers, music productions, theatre performances and such for the entertainment and enlightenment of the residents of the Winter Park Towers. Construction timing is unknown but expected to begin in 2018.

**Watercrest ALF/Memory Care in Ravaudage:** Watercrest Senior Living Group received site plan approval in September, 2017 for an approximate 100,000-square foot assisted living and memory care facility within the Ravaudage Planned Development at the northeast corner of Bennett Avenue and Glendon Parkway. The building consists of a two-story memory care wing with 32 beds and a three-story assisted living wing with 75 beds, totaling 107 beds/units. A permit for site construction is currently under review, with construction starting in February/March, 2018.

**Ravaudage Self-Storage Project:** A site plan was approved in October 2016 for a four-story self-storage building with ground floor liner retail spaces within the Ravaudage Planned Development at the northwest corner of Glendon Parkway and Lewis Drive. A permit for site construction is currently under review, and construction timing is unknown.

**PDQ:** Development plans for a new PDQ fast food restaurant was approved at 925 S Orlando Avenue. The former bank at this property will be demolished. Construction is anticipated to start in early 2018.
**Winter Park Racquet Club:** The Winter Park Racquet Club at 2111 Via Tuscany received approval to add a new kitchen building wing, redevelop the pool side snack bar and to add on-site parking. Construction timing is unknown.

**Morse Boulevard Office Building:** The vacant site at 531 W Morse Boulevard received approval in September 2017 by the City Commission to build a two-story, office building with an underground parking level with approximately 24,106-square feet of leasable space. Plans are being reviewed for building permit now with construction expected to start in January, 2018.

**Winter Park Corners:** The Winter Park Corners shopping center located at 1903-1999 Aloma Avenue received approval from the City Commission in November 2017 to redevelop the portion of the shopping center (former Whole Foods Market site) by reconstructing a new 30,348 square foot Sprouts grocery store and 12,250 square feet of new retail space. The Sprouts Market, which is a natural and organic grocery, and this will be their first location in Central Florida. The existing shopping center is also upgrading with new façades, new signage and stormwater retention where none exists today. Permit plan for the site development and infrastructure have been submitted with the building permit to follow shortly.

**Carolina Office Building:** In August 2017, the City Commission approved plans to redevelop the former SunTrust drive-in bank teller location at 345 Carolina Avenue, with a new three story, 9,926 square foot office building, with a one lane drive-thru teller component. Permits for this project have not yet been applied for so construction timing is unknown.

**Multi-Family Projects in 2017/2018:**

**Broadstone Winter Park In Ravaudage:** A 268-unit multifamily project has been approved within the Ravaudage planned development to be located in the vacant land northeast of Lewis Drive and Kindel Avenue. Construction started in February 2017.

**Bainbridge Apartments Winter Park in Ravaudage:** A 278-unit multifamily project has been approved within the Ravaudage planned development to be located in the vacant land southeast of Bennett Avenue and Morgan Stanley Avenue. Permits for this project were issued on December 28, 2017 with construction to begin immediately.

**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 began in early 2017, is currently active but proceeding very slowly.

**Michigan and Shultz Townhomes:** A 12-unit, two-story townhome project has been approved at the northeast corner of Michigan and Shultz Avenue. Construction began in September, 2017, is now underway, and completion is expected in June 2018.

**Park Place Townhomes:** Ten new three-story townhouse units totaling 44,200 square feet in size were granted zoning approval in November, 2015 by the City Commission at 633 & 651 North Park Avenue across from the Park Aire Condos. Construction began in early 2017, and is anticipated to be complete in mid-2018.

**Morse and Virginia Brownstones:** Eight new three-story townhouse units of 28,924 total square feet at 401/421 West Morse Blvd. (northwest corner of Virginia Avenue) were approved by the City Commission in October 2014. That project is now under construction with completion of all the units expected in early 2018.
652 W. Morse Boulevard: Ten additional new two-three story townhouse units totaling 40,566 square feet are expected to begin construction in the early 2018 at 652 W. Morse Blvd (former DeCiccio law firm next to the Coop) which was approved by the City Commission in July 2016. Permits for this project are ready, but have not been issued.

South Interlachen Place: Building permits have been issued for six new townhouse units within a three story building totaling 20,542 square feet with underground parking at 125 S. Interlachen (former Ye Olde Bric Condo) which was approved by the City Commission in February 2015. Project completion is anticipated for late 2018.

503 Interlachen North Condominium: Eight new condominium units of 23,385 total square feet in a 3-story building at 503 N. Interlachen Avenue were approved by the City Commission in August, 2016. Timing of this project is unknown, but demolition has been completed.

741 & 751 Minnesota Avenue: Seven individual two-story townhomes totaling 10,584 square feet were granted zoning approval in July 2015 by the City Commission at 741/751 Minnesota Avenue, adjacent to the railroad tracks. Timing of this project is unknown, but the construction permit is in for review.

New York Ave Townhomes: Sixteen townhouse units developed as eight separate, three-story, two-unit duplex buildings at 650 N New York Avenue, which currently hold the First Church of Christ Scientist, was approved by the City Commission in October 2017. Construction timing is unknown.

Lyman Ave Townhomes: In January 2017, the City Commission approved the plans for a nine-unit townhouse project with a mix of two and three story units at 326/354 Hannibal Square East and 465/463/455 W Lyman Avenue. Construction timing is unknown.

For more information on these or other projects, please contact Jeff Briggs, Planning Manager at jbriggs@cityofwinterpark.org or at (407) 599-3440.
subject
Tennis Center Renovation and Operational Improvements

motion / recommendation
Staff is presenting budgeted improvements to the tennis facility and sharing preliminary ideas for operational improvements and recommended timeline for implementation. After sharing these ideas with the PRAB and the City Commission, staff will continue to gather information from the public in January and February prior to finalizing an operational model and issuing a call for contractors or RFP.

background
The Parks and Recreation Department received approval of funding for hardcourt and lighting improvements at the Winter Park Tennis Center for FY 2018 Center and would like to move forward with such renovations over the course of the traditionally slower summer months. During the temporary closure the City would also make much needed improvements to tennis tower/pro shop, irrigation, lighting, landscaping, and other areas of the facility to improve asset for residents and members.

In addition to the renovations, the Parks and Recreation Department is also considering a new operational model for the Winter Park Tennis Center as the current contract with High Performance Tennis will be ending in May of this year. The Parks and Recreation Department has begun the discovery process for using a new model that would have City manage and operate the facilities business and maintenance functions and contract for programming and instructional services only.

Public meetings have been scheduled to allow the department management team to receive feedback from our current users on changes and improvements they would like to see and once the department has completed public input process we will bring forth a more concrete operations/business model for board review.

The Parks and Recreation Department feels that by placing management of maintenance and operations in the hands of the City it will allow for better oversight
and protection of the City asset, a more consistent guest experience, and will allow our tennis contractor(s) to better focus on what they do best in providing high quality tennis programs and instruction.

alternatives / other considerations
Renovations to courts and lighting are budgeted and a necessity for continued safe and responsible operation of the facility. While the renovations could be moved to another time, our current timeframe of May-September would provide the least impact on users and would dovetail with the ending of the current operational contract.

The City can choose to maintain current operational model and issue an RFP for complete operations of the tennis center similar to the current arrangement with High Performance Tennis.

fiscal impact
The renovations to the tennis center were budgeted and approved as part of the FY 2018 budget process. Budgeted expenses include hardcourt restoration and upgrades to tennis court lighting. Additional expense for auxiliary items such as site amenities, fencing, landscaping, and improvements to tennis tower structure will be absorbed through operational budgets and general parks major improvements budget.

The operational model changes that the Parks and Recreation Department are considering at this point would create additional City staff positions and increase Park and Recreation Department budget. At the same time, the model would increase revenues as well as potentially reduce long term maintenance costs and increase consistency and quality of guest experience when compared to current model.

Any model brought to the Commission for approval would have the expectation of having zero net effect on the Department budget.
subject
Approve the January 8, 2018 minutes.

motion / recommendation

background

alternatives / other considerations

fiscal impact
ATTACHMENTS:
<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 8, 2018 minutes</td>
<td>1/16/2018</td>
<td>Cover Memo</td>
</tr>
</tbody>
</table>
REGULAR MEETING OF THE CITY COMMISSION
JANUARY 8, 2018

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 Finance Director Wes Hamil, followed by the Pledge of Allegiance.

Members present:  
Mayor Steve Leary  
Commissioner Pete Weldon  
Commissioner Greg Seidel  
Commissioner Sarah Sprinkel  
Commissioner Carolyn Cooper

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

Approval of agenda

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

Mayor’s Report

a. Proclamation – Proclaiming January 8 as UCF Knights Day

Mayor Leary recognized January 8 as UCF Knights Day for an undefeated 2017 season and winning the Peach Bowl. He presented UCF Athletic Director Danny White and UCF Board members present (including Fred Kittinger, Mayor Kenneth Bradley, David and Judy Albertson, John Lord, Rick Walsh) with a proclamation.

b. Recognition – “Winter in the Park” Holiday Window Contest Winners

Planning Director Dori Stone recognized the winners as follows: Design Excellence Award - Taylor's Pharmacy; and People's Choice Award - Be on Park.

City Manager’s Report

No report.

City Attorney’s Report

Attorney Ardaman reported that the Constitutional Revision Commission meeting regarding the home rule amendments was postponed until the 18th or 19th.

Attorney Ardaman announced he will be providing an ordinance at the next meeting regarding the naming policy.
Non-Action Items

a. Discussion of Administrative Policies

City Manager Knight addressed the policies adopted in 2011 along with the investment and debt management policies adopted in 2000 and 2004. He stated this was requested to come back before them to discuss whether or not they were necessary or were stating the obvious. He stated that much of the operating policy is a compilation of best practices in those areas that staff would do whether or not they were written down in a policy. He addressed the debt and investment policies are required by the rating agencies and are in place to satisfy them.

Commissioner Weldon commented that he reviewed them and that certain things are redundant and recommended that the City Manager review the administrative policy and point out things that are duplicative, irrelevant or obvious and try to narrow down those policies in the administrative policy document that he finds to be meaningful and worth preserving in a formal document. After discussion, there was a consensus for the City Manager to review this and bring back any revisions at a later time that he believes is necessary to clean up the documents.

Consent Agenda

a. Approve the minutes of December 11, 2017 (with the amendment as provided by the City Clerk before the meeting).

b. Approve the following agreements and authorize the Mayor to execute contracts:
   1. A Budget Tree Service, Inc. - RFQ-25-2014 - Amendment No. 4 - Tree Removal Services: Dead/Diseased/High-Risk; As-Needed basis.
   2. Seminole County Sheriff's Office - Interlocal Agreement for criminal justice computer services and support. Open ended term; $65,000.
   3. Gerhartz & Associates, LLC - RFQ-16-2012 - Amendment No. 5 - Continuing Contract for GIS Services; $185,000.

c. Approve the following purchase over $75,000 and authorize all subsequent payments:
   1. Core & Main, LP - Change Order to include purchases related to capital improvement projects for Public Works utilizing piggyback agreement of Orlando Utilities Commission Alliance #895-OQ; $500,000.

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

Action Items Requiring Discussion

a. State Legislative Priorities

City Manager Knight stated the packet contains a slightly revised list from comments received from Commissioners that will go to our lobbyist upon approval. Commissioner Sprinkel asked that the list states what the Commission wants from them and to be more specific. Commissioner Cooper asked about Federal
Legislative priorities. City Manager Knight will provide information at the next meeting.

b. **Proposed Winter Park Art on the Green 2018 Exhibition**

Public Arts Advisory Board members Jan Clanton and Lauren Branzei provided their idea for Art on the Green exhibit in Central Park and asked for support of their proposal.

**Motion made by Commissioner Cooper to approve the proposed exhibition; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.**

**Public Hearings:**

a. **ORDINANCE NO. 3099-18: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING SECTION 2-188 OF THE CITY CODE GOVERNING PURCHASING, CONTRACTS, AND OTHER MATTERS; PROVIDING FOR, WITHOUT LIMITATION, SIGNATURE AUTHORITY, PROCEDURES AND POLICIES AND ADOPTION THEREOF, PROCUREMENT POLICY, CITY MANAGER AUTHORITY, MAYOR AUTHORITY, ENCROACHMENT UPON CITY DRAINAGE OR UTILITY EASEMENTS, EXECUTION OF EASEMENT AND LICENSE AGREEMENTS, EXECUTION OF DOCUMENTS AND OTHER MATTERS NOT INVOLVING EXPENDITURE OF CITY FUNDS, MATTERS RELATED TO CITY PROPERTY, AND OTHER MATTERS RELATED TO THE FOREGOING; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE Second Reading**

Attorney Ardaman read the ordinance by title.

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

b. **AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING ARTICLE II, CHAPTER 22 OF THE CITY OF WINTER PARK CODE OF ORDINANCES RELATING TO THE BUILDING CODE AND AMENDING ARTICLE V,CHAPTER 22 OF THE WINTER PARK CODE OF ORDINANCES RELATING TO PROPERTY AND BUILDING MAINTENANCE; PROVIDING FOR THE INCORPORATION OF AND MODIFICATIONS TO THE FLORIDA BUILDING CODE AND ASSOCIATED STANDARDS AND REQUIREMENTS; PROVIDING FOR CLARIFICATIONS TO THE CITY’S BUILDING CODE AND PROPERTY AND BUILDING MAINTENANCE CODE; PROVIDING FOR THE INCORPORATION OF CERTAIN ADMINISTRATIVE AND TECHNICAL AMENDMENTS, INCLUDING A FIRE SPRINKLER REQUIREMENT FOR CERTAIN PROPERTIES; DESIGNATING APPLICABLE WIND DESIGN CRITERIA; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, TRANSMITTAL TO THE FLORIDA BUILDING COMMISSION, AND AN EFFECTIVE DATE First Reading**
Attorney Ardaman read the ordinance by title. Building Director George Wiggins summarized a portion of the changes to the code and answered questions of the Commission. Rodney Kincaid of the Construction Board of Adjustments and Appeals Chairman addressed their meetings held to discuss state requirements.

Motion made by Commissioner Cooper to accept the ordinance on first reading with the amendment (Section 105.4.1.8) that the building official is authorized to administratively close expired or inactive trade permits after 6 years (from 10 years) based on expiration, etc.; seconded by Mayor Leary.

Lurline Fletcher, 811 English Court, asked about the construction times that are allowed. No other public comments were made.

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

c. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, VACATING AND ABANDONING A CERTAIN PORTION OF THE PUBLIC RIGHT-OF-WAY KNOWN AS LAUREL ROAD AND PUBLIC UTILITY RIGHTS OVER CERTAIN PROPERTY LOCATED WITHIN THE CHARMONT SUBDIVISION, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR RESERVATION OF A PERPETUAL 20’ PUBLIC UTILITY EASEMENT; PROVIDING FOR AUTHORIZATION AND DIRECTION TO CITY STAFF; PROVIDING FINDINGS BY THE CITY COMMISSION; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE  First Reading

Attorney Ardaman read the ordinance by title. Public Works Director Troy Attaway explained the ordinance clears up unneeded encumbrances and dedicated ones that are needed on the property on Virginia Drive (corner of Laurel Road).

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

City Commission Reports:

Commissioner Seidel – Spoke about attending the Fire Department awards ceremony and how blessed the City is to have our fire department.

Spoke about an incident he encountered with Spectrum regarding his services and fees he encountered with a late fee for services he had not yet received. He expressed concerns with this affecting other Winter Park citizens. Attorney Ardaman stated he would be happy to review this and send a letter since if affects the citizens.
Commissioner Seidel announced that he made the decision not to resign his seat to run in the Mayor’s race and looked forward for open and honest discussion in this campaign season.

Commissioner Sprinkel – Commissioner Sprinkel spoke about the LED Christmas tree that some people disagreed with. City Manager Knight stated a new red southern cedar tree is coming to be planted on January 19. Mayor Leary spoke about residents liking the tree in the park this holiday season.

Commissioner Sprinkel spoke about serving on other committees representing the Commission and her appointment to the Orange County Community Action Board. She asked that the Commission review the other roles they take on and that maybe someone would like to take over the Orange County Board.

Commissioner Sprinkel spoke about all the signs around the City and wanted to have more discussion on this issue. She also addressed receiving emails from individuals about issues going on the agenda that the Commission knows nothing about. Mayor Leary asked that they be informed of what is being posted on the website. Planning Director Dori Stone addressed the sign ordinance going through the Park Avenue Merchants Association, they mailed out 2,600 flyers to commercial businesses to make them aware of the potential changes, and have put notices in the paper. She spoke about meeting with stakeholders. There was a consensus that staff takes this to the Chamber of Commerce and to schedule a public meeting.

Commissioner Cooper – Commissioner Cooper spoke about residents having concerns with the intersection of Morse Boulevard and New York Avenue with the four way stop signs.

Commissioner Cooper received a lot of input regarding the LED Christmas tree and spoke about being delighted about the new tree coming.

She reported that she brought resolutions for the CRA support and the home rule to see if those are what is needed.

Spoke about a Finance Advisory Committee that many cities have and the knowledge with residents in the City where we could use those assets and hoped this would be given some thought.

Spoke about the Orange County community meeting notice about the RaceTrac gas station going in behind Golfside and Baldwin Park that had incorrect information that it was to be located on the east side. She called Orange County who corrected it who sent out a new notice with the correct location. She stated residents need to contact Orange County if they are interested in this project.
Commissioner Weldon – Commissioner Weldon spoke about asking the City Manager about the global financial picture that includes all property taxes paid by Winter Park property owners to the School Board, Orange County and Winter Park. He addressed the large amount of taxes paid to Orange County and that they may want to think about what they might ask the County for given our contributions to them. He suggested to work with Maitland in the near future and the County about the funding source for commuter rail in a few years.

Mayor Leary – Mayor Leary spoke about UCF being great partners as are many others outside of the City’s geographic boundaries.

**Public Comments (for items not on the agenda)**

No comments were made.

The meeting adjourned at 5:04 p.m.

____________________________
Mayor Steve Leary

ATTEST:

____________________________
City Clerk Cynthia S. Bonham, MMC
subject
Approve the following agreement and authorize the Mayor to execute the contract:

1. Orange County - Interlocal agreement for municipal separate storm sewer system permit activities; $22,052

motion / recommendation
Commission approve the items as presented.

background
Item 1 is an interlocal agreement between the City of Winter Park and Orange County to meet regulations required under the National Pollutant Discharge Elimination System permit.

alternatives / other considerations
N/A

fiscal impact
Total expenditure included in approved FY18 budget.

ATTACHMENTS:
<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracts</td>
<td>1/16/2018</td>
<td>Cover Memo</td>
</tr>
</tbody>
</table>
## Contracts

<table>
<thead>
<tr>
<th>vendor</th>
<th>item</th>
<th>background</th>
<th>fiscal impact</th>
<th>motion</th>
<th>recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orange County</td>
<td></td>
<td>Interlocal agreement for municipal separate storm sewer system permit activities</td>
<td>Total expenditure included in approved FY18 budget. Amount: $22,052</td>
<td></td>
<td>Commission approve the agreement and authorize the Mayor to execute.</td>
</tr>
</tbody>
</table>

Multi-year Interlocal agreement to meet regulations required under the National Pollutant Discharge Elimination System permit.
subject
Approve the following piggyback agreement and authorize the Mayor to execute the contract:

1. Hubbard Construction Co. - Seminole County contract #IFB-602096-14/BJC for Pavement Management Services; $150,000

motion / recommendation
Commission approve the items as presented.

background
Formal solicitations were issued to award these contracts.

alternatives / other considerations
N/A

fiscal impact
Total expenditures included in approved FY18 budgets.

ATTACHMENTS:
<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Piggyback Contracts</td>
<td>1/16/2018</td>
<td>Cover Memo</td>
</tr>
<tr>
<td>item type</td>
<td>meeting date</td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>---------------</td>
<td></td>
</tr>
<tr>
<td>Piggyback Contracts</td>
<td>January 22, 2018</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>prepared by department division</th>
<th>approved by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Division</td>
<td>City Manager</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>board approval</th>
<th>final vote</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
</tr>
</tbody>
</table>

### Piggyback Contracts

<table>
<thead>
<tr>
<th>vendor</th>
<th>item</th>
<th>background</th>
<th>fiscal impact</th>
<th>motion</th>
<th>recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hubbard Construction Co.</td>
<td>Piggyback of Orange County contract #IFB-602096-14/BJC for Pavement Management Services</td>
<td>Total expenditure included in approved FY18 budget. Amount: $150,000</td>
<td>Commission approve the agreement and authorize the Mayor to execute.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A formal solicitation was issued to award this contract.
subject
Contract for the sale of 1111 W. Fairbanks Avenue

motion / recommendation
Recommend approval of the sales contract with addendum for property located at 1111 W. Fairbanks Avenue

background
The city undertook an advertised Notice of Disposal (NOD) solicitation and then engaged a licensed real estate broker to solicit the best offer for the benefit of the City of Winter Park which satisfied the requirements of Chapter 163, Florida Statues and has been subsequently approved by the City Commission.

The City Commission has determined that there is not a municipal use of this property and that the proposed use will be consistent with the Commercial Future Land use and the C-3 zoning district. No variances or any other commitments have been made other than the ability to develop the land in conformance with the normal land development code regulations. The attached sales contract allows for the sale of the city property located at 1111 W. Fairbanks Avenue to Verax Investments, LLC, pursuant to the terms of the offer of purchase prices of $3,500,000 pursuant to contract approval by the City Commission.

This price exceeds the appraised value of $2,960,000. the proposed use as a two story medical and business office is compatible with the surrounding area. This use conforms to the existing C-3 zoning regulations for this property. The city is retaining land along both Fairbanks and Comstock frontages for roadway and utility purposes.

This development will require a Conditional Use approval. This contract signals the timeframe required for that process to begin.

A second reading of the Ordinance transferring the property to the new owners will occur at the time that the City Commission reviews the conditional use application.
**alternatives / other considerations**

**fiscal impact**

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales contract for 1111 W. Fairbanks</td>
<td>1/11/2018</td>
<td>Backup Material</td>
</tr>
<tr>
<td>Sales Addendum to contract for 1111 W. Fairbanks Avenue</td>
<td>1/11/2018</td>
<td>Backup Material</td>
</tr>
<tr>
<td>Map of Property</td>
<td>1/11/2018</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
1. **Sale and Purchase:** City of Winter Park, a Florida municipal corporation ("Seller") and Verax Investments, LLC, a Florida limited liability company ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 1111 West Fairbanks Avenue, Winter Park, Florida 32789

Legal Description:

See the legal description set forth in Paragraph 3 of the attached Addendum.

SEC____/TWP____/RNG____ of _________ County, Florida. Real Property ID No.: 01-22-29-4512-01-070

including all improvements existing on the Property and the following additional property: None.

2. **Purchase Price:** (U.S. currency)

$3,500,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Fishback Law Firm

Escrow Agent's Contact Person: c/o A. Kurt Ardaman, Esquire

Escrow Agent's Address: 1947 Lee Road, Winter Park, Florida 32789

Escrow Agent's Phone: 407 262-8400

Escrow Agent's Email: ardaman@fishbacklaw.com

(a) Initial deposit ($0 if left blank) (Check if applicable)

☐ accompanies offer

☐ will be delivered to Escrow Agent within 2 _____ days (3 days if left blank) after Effective Date .............................................................................................................................. $100,000.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within _____ days (10 days if left blank) after Effective Date

☐ within 2 _____ days (3 days if left blank) after expiration of Feasibility Study Period ...... $150,000.00

(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) .............................................................. $

(d) Other: ................................................................................................................................. $

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)

to be paid at closing by wire transfer or other Collected funds .............................................................. $3,250,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): prorating areas of less than a full unit. The purchase price will be $_______________ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the calculation:

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before See attached addendum, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.

4. **Closing Date:** This transaction will close on See attached addendum ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.
5. Financing: (Check as applicable)
   (a) ☑ Buyer will pay cash for the Property with no financing contingency.
   (b) ☐ This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s)
       specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
       Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within _____
       days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
       and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the
       Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be
       returned.

   (1) ☐ New Financing: Buyer will secure a commitment for new third party financing for $______________
       or ____% of the purchase price at (Check one) ☐ a fixed rate not exceeding ____% ☐ an
       adjustable interest rate not exceeding ____% at origination (a fixed rate at the prevailing interest rate
       based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully
       informed of the loan application status and progress and authorizes the lender or mortgage broker to
       disclose all such information to Seller and Broker.

   (2) ☑ Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to
       Seller in the amount of $______________ bearing annual interest at ____% and payable as
       follows:

       The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow
       forms generally accepted in the county where the Property is located; will provide for a late payment fee
       and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without
       penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
       conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to
       keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller
       to obtain credit, employment, and other necessary information to determine creditworthiness for the
       financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not
       Seller will make the loan.

   (3) ☑ Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to
       [LN# ___________________ in the approximate amount of $______________ currently payable at
       $______________ per month, including principal, interest, ☐ taxes and insurance, and having a
       ☐ fixed ☐ other (describe) interest rate of ____% which ☐ will ☐ will not escalate upon assumption. Any variance in the
       mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will
       purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds ____% or
       the assumption/transfer fee exceeds $______________, either party may elect to pay the excess,
       failing which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves
       Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.

6. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this
   contract, ☐ may assign but not be released from liability under this contract, or ☑ may not assign this contract.
7. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty
   deed ☑ special warranty deed ☐ other (specify) ________________________, free of liens, easements,
   and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,
   restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
   other matters to which title will be subject) ________________________, provided there exists at closing no violation of the foregoing.

   (a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and
       pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.

       Seller will deliver to Buyer, at
       (Check one) ☑ Seller's ☐ Buyer's expense and
       (Check one) ☑ within 30 days after Effective Date ☐ at least ______ days before Closing Date,
       (Check one)

   (1) ☑ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
       discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the
       amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is
       paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to
       Buyer within 15 days after Effective Date.
(2) □ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner’s title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer’s closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, Buyer will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller’s inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at Buyer’s expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property’s improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller’s and Buyer’s obligations will be determined in accordance with Paragraph 7(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

8. Property Condition: Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer’s Inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property’s condition without the Buyer’s prior written consent.

(a) Inspections: (Check (1) or (2))

1. ☐ Feasibility Study: Buyer will, at Buyer’s expense and within 90 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in Buyer’s sole and absolute discretion, determine whether the Property is suitable for Buyer’s intended use. During the Feasibility Study Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine Buyer’s satisfaction the Property’s engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys’ fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller’s prior written consent. If this transaction does not close, Buyer will, at Buyer’s expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer’s determination of whether or not the Property is acceptable. Buyer’s failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer’s intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this contract will be deemed terminated, and Buyer’s deposit(s) will be returned.

(2) □ No Feasibility Study: Buyer is satisfied that the Property is suitable for Buyer’s purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

Buyer (___) (___) and Seller (___) (___) acknowledge receipt of a copy of this page, which is 3 of 7 pages.

VAC-10  Rev 8/14

© Florida Association of Realtors®

Licensed to Alta Star Software and ID: D-1270149950.FZ8R.114519
Software Agent - Pocket Edition 2017 Alta Star Software, all rights reserved. - www.alta.com - (877) 279-8898
and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer’s intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line’s location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer’s deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier’s check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, Seller and Buyer will pay the costs indicated below.

(a) **Seller Costs:**
- Taxes on deed
- Recording fees for documents needed to cure title
- Title evidence (if applicable under Paragraph 7)
- Other:

(b) **Buyer Costs:**
- Taxes and recording fees on notes and mortgages
- Recording fees on the deed and financing statements
- Loan expenses
- Title evidence (if applicable under Paragraph 7)
- Lender’s title policy at the simultaneous issue rate
- Inspections
- Survey
- Insurance
- Other:

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year’s rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners’ or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** Buyer should not rely on the Seller’s current property taxes as the amount of property taxes that Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the Property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser’s Office for further information.

Buyer (_____)(_____) and Seller (_____)(_____) acknowledge receipt of a copy of this page, which is 4 of 7 pages.

© Florida Association of Realtors®

Licensed to Alta Star Software and ID: D-1270149950.FZ8R.114519

Software Agent's Pocket Page 3017 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898
(f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a “foreign person” as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.

(g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

10. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this contract.

11. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this contract by written notice to the other within 10 days after Buyer’s receipt of Seller’s notification, and Buyer’s deposit(s) will be returned, failing which Buyer will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

12. Force Majeure: Seller or Buyer will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and Buyer’s deposit(s) will be returned.

13. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer’s failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.

14. Complete Agreement; Persons Bound: This contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract. Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms “Seller,” “Buyer,” and “Broker” may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.

15. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

(a) Seller Default: If Seller fails, neglects, or refuses to perform Seller’s obligations under this contract, Buyer may elect to receive a return of Buyer’s deposit(s) without thereby waiving any action for damages resulting from Seller’s breach and may seek to recover such damages or seek specific performance. Seller will also be liable for the full amount of the brokerage fee.
(b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this contract, or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this contract. *Seller hereby waives all other rights and remedies at law or in equity.*

16. **Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

17. **Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer, respectively, will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and maps related to the Property; (iii) Broker's performance at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's refusal, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

18. **Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

19. **Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

(a) **CBRE** (Seller's Broker) will be compensated by ☑ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify):

(b) **ComTech Properties, Inc.** (Buyer's Broker) will be compensated by ☐ Seller ☑ Buyer ☐ both parties ☐ Buyer's Broker pursuant to ☐ a MLS offer of compensation ☐ other (specify):

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 6 of 7 pages.

VAC-10 Rev 8/14 © Florida Association of Realtors®

Licensed to Alta Star Software and ID: D-1270149650-FZ6R-114519
Software and added formatting © 2017 Alta Star Software. all rights reserved. • www.altastar.com • (877) 279-8858
Agenda Packet Page 34
This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

**Vera Investments, LLC, a Florida limited liability company**

<table>
<thead>
<tr>
<th>Buyer:</th>
<th>Date:</th>
<th>12/14/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ravi Gandhi</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>c/o Ravi Gandhi, M.D., 1605 West Fairbanks Avenue, Winter Park, Florida 32789</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td>407 975-0200</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

**City of Winter Park, a Florida municipal corporation**

<table>
<thead>
<tr>
<th>Seller:</th>
<th>Date:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Seller:</th>
<th>Date:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Seller:</th>
<th>Date:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>c/o A. Kurt Ardaman, Esquire, Fishback Law Firm, 1947 Lee Road, Winter Park, Florida 32789</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td>407 262-8400</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:ardaman@fishbacklaw.com">ardaman@fishbacklaw.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Effective Date:</th>
<th>(The date on which the last party signed or initialed and delivered the final offer or counter offer.)</th>
</tr>
</thead>
</table>

Florida Association of REALTORS® and local Board/Association of REALTORS® make no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of blank forms by any means including facsimile or computerized forms.
ADDENDUM TO VACANT LAND CONTRACT

THIS ADDENDUM TO VACANT LAND CONTRACT (this “Addendum”) is made and entered into effective as of the ___ day of ______, 2017 (the “Effective Date”), by and between CITY OF WINTER PARK, a Florida municipal corporation ("Seller"); and VERAX INVESTMENTS, LLC, a Florida limited liability company ("Buyer").

WHEREAS, Seller and Buyer will enter into a Vacant Land Contract (the “Contract”) for the purchase and sale of the Property described therein.

WHEREAS, Seller and Buyer wish to attach this Addendum to the Contract regarding various provisions of the Contract as outlined herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Defined Terms. Any defined term used in this Addendum that is not specifically defined herein shall have the meaning given to such term in the Contract.

2. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

3. Legal Description. Line 7 of Paragraph 1 of the Contract is amended to provide that the legal description for the Property is as set forth on the survey attached hereto as Exhibit “A”.

4. Deposits. The initial deposit in the amount of $100,000.00 and the additional deposit in the amount of $150,000.00 shall become non-refundable upon the expiration of the Feasibility Study Period unless (i) Seller has defaulted on its obligations under this Contract by failing to provide marketable title, allowing new encumbrances to attach to the Property after the Effective Date that will adversely affect the Property after Closing, or refusing to close, or (ii) the parties agree to a Concept Plan (defined below) and Buyer applies for a conditional use permit ("CUP") all within thirty (30) days from the Effective Date for a project substantially similar to the Concept Plan and the Seller denies the CUP. Notwithstanding the above provision or any other provision contained in this Addendum or the Contract, $10,000.00 of the deposit shall become non-refundable upon the execution of the Contract and this Addendum by both Seller and Buyer and approval of the same by the Winter Park City Commission unless (i) Seller has defaulted on its obligations under this Contract by failing to provide marketable title, allowing new encumbrances to attach to the Property after the Effective Date that will adversely affect the Property after Closing, or refusing to close, or (ii) the parties agree to a Concept Plan and Buyer applies for a CUP for a project substantially similar to the Concept Plan all within thirty (30) days from the Effective Date and the Seller denies the CUP.

5. Time for Acceptance. Paragraph 3 is amended such that Buyer shall execute and deliver the Contract and Addendum to Seller and Seller shall submit the same for approval to the Winter Park City Commission. The Contract and Addendum shall remain a valid and binding
offer provided the same is approved by the City Commission and then executed by the Mayor or other authorized representative of the Seller within sixty (60) days from the date Buyer delivers the same to the Seller.

6. **Closing Date.** Paragraph 4 of the Contract is amended to provide that the transaction will close on the date that is fifteen (15) days after the later of: (i) the end of the Feasibility Study Period, or (ii) provided the parties agree to a Concept Plan and Buyer timely applies for a CUP for the same all within thirty (30) days from the Effective Date, the date the appeal period expires after Buyer obtains the CUP.

7. **Extension of Feasibility Study Period.** Paragraph 8(a)(1) is amended such that Buyer may obtain one thirty (30) day extension of the Feasibility Study Period by paying Seller a $10,000.00 extension fee prior to the expiration of the Feasibility Study Period, which amount shall be applied toward the purchase price if the transaction closes.

8. **Brokers.** As indicated in paragraph 19 of the Contract, Seller represents that its only broker for this transaction is CBRE, Inc., which will be paid a broker’s fee by Seller for this transaction. Buyer represents its only broker for this transaction is ComTech Properties, Inc., which will be paid a broker’s fee by Buyer for this transaction. Seller and Buyer shall indemnify and hold each other harmless from any loss or damage arising from such party’s representations set forth above.

9. **Additional Terms.** Paragraph 20 is amended to add the following provisions:

   a. **Due Diligence Documents.** The parties confirm that Seller has already provided Buyer with all available due diligence materials and documentation.

   b. **Application for Conditional Use Permit.** Within thirty (30) days after the Effective Date, Buyer shall apply for a CUP for a project substantially similar to the Concept Plan. Approval of the CUP is an express condition of Buyer's obligation to close.

   c. **Landscaping and Greenspace.** The Buyer's project shall comply with the City of Winter Park code and will continue the beautification of Fairbanks Avenue. Buyer shall use its best efforts to provide enhanced landscaping and greenspace above the code requirements and provide an open view corridor to the City’s park from Fairbanks Avenue north along Harper Street as set forth in the Concept Plan.

   d. **Reporting.** Buyer will provide bi-weekly reporting to Seller's agent, Bobby Palta, or other designated agent, on the following issues:

      1. Financing, loan commitment and funding;
      2. CUP application and approval status;
      3. Leasing progress including letter of intent and lease negotiations status (tenant and square footage only). Buyer need not disclose specific tenants until after leases are in place.
e. Development Approvals. Notwithstanding any contrary provision in this Addendum or the Contract:

1. Seller has no obligation to grant or approve any comprehensive plan, land use, rezoning, site plan, conditional use permit or other approvals for the Property;
2. Nothing in this Addendum or the Contract shall relieve Buyer from applying for any approvals necessary for development of the Property;
3. Seller has no obligation to sign any documents Buyer is required to file in connection with development or rezoning approvals unless required by the applicable governmental authorities in Seller’s capacity as owner of the Property if approved by the City Manager, but in such event, Seller shall not be required to undertake any expense.

f. Concept Plan. Within thirty (30) days from the Effective Date, the parties shall agree on an initial concept plan for the Property that shall be substantially the same as the plan submitted to the City in Buyer’s purchase bid that provided for a two-story 20,000 +/- square foot office/medical building with a site plan as set forth on the attached Exhibit “B” (the “Concept Plan”). Any material modifications thereafter by the Buyer shall be subject to City review and approval in the City’s commercially reasonable discretion, which approval or comments thereto shall be provided to Buyer within ten (10) days after Seller’s receipt of such proposed modifications provided the City Commission has the right to review, deny, change, impose requirements or conditions, or approve any changes to the CUP in the City Commission’s sole discretion. However, reasonable minor field adjustments due to engineering necessity or governmental requirements do not require City approval. If the parties fail to agree on a mutually acceptable Concept Plan, then either party may terminate the Contract by providing written notice to the other party prior to the end of the Feasibility Study Period.

g. Public Amenities. Buyer shall create an amenity for the public by providing access to the parking lot after 5:00 p.m. on weekdays and all day on weekends. The Concept Plan shall show the parking spots for such public use and such use shall be subject to the parties entering into a mutually acceptable license/parking lease agreement during the Feasibility Study Period. If the parties fail to agree on a mutually acceptable license/parking lease agreement, then either party may terminate the Contract by providing written notice to the other party prior to the end of the Feasibility Study Period.

10. Seller Cure of Monetary Encumbrances. Notwithstanding anything to the contrary herein or in the Contract, Seller shall, prior to Closing, discharge and release the Property from any mortgages, security interests and other monetary liens encumbering the Property (including, without limitation, claims and liens against the Property made by contractors, suppliers or workers for work performed upon, or materials supplied to, the Property by such claimants at Seller’s request).

10.1 See attached Exhibit "C" for new paragraph 10.1.

11. No Further Changes. The foregoing terms and conditions are hereby incorporated into the Contract. Except as set forth in this Addendum, the Contract in its original form shall have full force and effect. In the event of any conflict or ambiguity between the Contract and this Addendum, this Addendum controls. This Addendum may be executed in one or more counterparts. Signed counterparts delivered by facsimile or electronic mail shall constitute originals.
IN WITNESS WHEREOF, the parties have set their hands and seals as of the Effective Date of this Addendum.

SELLER:

CITY OF WINTER PARK
a Florida municipal corporation

By: __________________________

(Print Name)

Its: __________________________

BUYER:

VERAX INVESTMENTS, LLC
a Florida limited liability company

By: __________________________

Ravi Gandhi Javier Miller

(Print Name)

Its: __________________________
EXHIBIT "A"

LEGAL DESCRIPTION:

LOTS 2, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, BLOCK 1, LAKE ISLAND ESTATES, ACCORDING TO THE PLAT INCORPORATED HERETO, AS RECORDED IN F I L E W I N K , H I M A , 1 9 4 6 , P 9 , OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

NORTHIER BOUNDARY, THAT PORTION OF THE VACATED 1000 FEET WIDE ALLEY RUNNING EAST AND WEST THROUGH SAID BLOCK 1, LESS THE WEST 120 FEET LYING SOUTH OF SAID LOT 18 AND LYING NORTH OF LOT 17, BLOCK 1, AND LESS THE SOUTH 120 FEET LAYING NORTH OF AND TURNING TO LOT 12, BLOCK 1, OF SAID LAKE ISLAND ESTATES.

AND ALSO (LESS THE SOUTH 2000 FEET OF LOTS 7, 8, 9, 10, AND 11, BLOCK 1), AND (LESS THE WEST 300 FEET OF LOTS 1 AND 18, BLOCK 1) OF SAID LAKE ISLAND ESTATES, AS RECORDED IN THE PLAT BOOK M, PAGE 25, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CONTAINING THEREIN 1.51 ACRES, MORE OR LESS.

SURVEY WORK PERFORMED:

1) Drawings shown herein are based on the South right-of-way line of Comstock Avenue, being S89°38'24"E.

Assumed.

2) No underground utility or improvements were located.

(except as shown)

3) This Sketch of Description is not valid without the original骑到 seal and signature of the Florida Professional Surveyor and Mapper.

NOT A BOUNDARY SURVEY

For: City of Winter Park
Scale: 1" = 60'
Date: 06-04-2017

CITY OF WINTER PARK
ENGINEERING DEPARTMENT
250 W. Victoria Ave, Winter Park, Florida 32789
Phone (407) 649-3338

O1921413.v2
EXHIBIT "B"
EXHIBIT “C”

10.1. Seller Right to Repurchase Property. Seller shall have the right to repurchase the Property from Buyer (the “Repurchase Option”) for $3,250,000.00 (“Repurchase Price”) if:

a. Buyer fails to commence construction of a project in accordance with the Concept Plan within two years after the date of Closing; or

b. Buyer commences construction of a project in accordance with the Concept Plan within two years after the date of Closing but fails to complete construction of the project and obtain the certificate of occupancy for the project within four years from the date of Closing.

Seller shall have the right to exercise its Repurchase Option under subsection a. above by delivering written notice to Buyer within thirty (30) days after the expiration of the two year time period set forth in subsection a. above. Seller shall have the right to exercise its Repurchase Option under subsection b. above by delivering written notice to Buyer within thirty (30) days after the expiration of the four year time period set forth in subsection b. above. In the event that Seller declines to exercise its Repurchase Option or fails to notify Buyer of the exercise of its Repurchase Option by the deadline under both subsection a. and subsection b., the Repurchase Option shall expire and be of no further force or effect.

Seller’s right to repurchase shall be set forth in a recordable memorandum of contract or memorandum of agreement to be executed at Closing, which recorded document shall include language providing that in the event that Seller declines to exercise its Repurchase Option or fails to notify Buyer of the exercise of its Repurchase Option by the deadline under both subsection a. and subsection b., the Repurchase Option shall expire and be of no further force or effect.

The transfer of the Property after the valid exercise by Seller of its Repurchase Option shall be effectuated by special warranty deed, with a quitclaim assignment of all contracts, development permits and approvals obtained by Buyer, subject to all matters set forth on the title policy received by Buyer upon Buyer’s acquisition of the Property and those matters affecting the Property after Closing that were entered into through Buyer’s reasonable development of the Property provided that upon transfer of the Property from Buyer to Seller all mortgages, liens and other monetary encumbrances on the Property shall be satisfied from the Repurchase Price or by Buyer. The remaining terms shall be acceptable to Buyer and Seller in each’s commercially reasonable discretion.
W COMSTOCK AVE

Property to be Sold

Property to be retained by the City

W FAIRBANKS AVE

Created: Fri Oct 27 2017 10:41:34 GMT-0400 (Eastern Daylight Time)
This map is for reference only and is not a survey
subject
Consideration of two real estate offers on 2600 Lee Road

Presentation of two offers.

motion / recommendation
Staff is requesting guidance on proceeding with one of the two offers on 2600 Lee Road.

background
CBRE has two bona fide offers from prospects for the 2600 Lee Road property. While they have been in discussions with dozens of other prospects since the last contract was terminated, these two are viable for the city. There are significant differences between the two deals. One is a ground lease to a corporate end user - something that would be new for a City owned property. The other deal would be a sale to a developer for a speculative retail building, similar to the previous purchaser. Bobby Palta, representing CBRE, the city’s commercial broker has put together the following deal comparison with attachments.

A S.C.O.T. (Strengths, Challenges, Opportunities, Threats) Analysis for each deal follows below, along with a narrative:

Checkers Restaurant
With this deal, the City would negotiate a Single Tenant Net Lease in the form of a Net-Net-Net Ground Lease with Checkers restaurant (an explanation on this terminology follows below). Upon completion of the building and opening for business (sometime in early 2019), the Tenant would commence payment of rent to the City. Given the current ‘Cap Rate environment’, a quick financial analysis shows that a sale of a STNL Checkers property would trade anywhere from $1,050,000 to as much as $1,594,000 based on expected market conditions.

Strengths
- Sale of a NNN STNL property provides a higher economic benefit to City
- Deal is directly with the end user and not a developer / intermediary
- Tenant has Corporate credit, providing a reliable income stream

Challenges
Two transactions, one lease and one sale

**Opportunities**
- Realize gain from acquisition of the property in 2015
- Provide a quick service restaurant operation to the community at this interstate interchange location
- City realizes gain from the improvements made to the property either at the end of the term or through the STNL sale

**Threats**
- Tenant may terminate contract as Due Diligence period expires
- Cap Rate environment may move higher in step with any interest rate increases, potentially reducing sale proceeds

**UP Development**
With this deal, the City would put the property under contract with the developer for a speculative retail strip center development. This is similar to the Glen Spivey deal from April 2017. Unfortunately, the Purchaser has declined to provide details to the City despite repeated requests over the past 3 months. If the sale is completed, the City would receive the sale proceeds within 180 to 210 days.

**Strengths**
- Accomplished developer with many projects

**Challenges**
- Decision on whether to proceed with purchase is likely dependent on securing leases from end users
- City does not realize any gain from any future improvements to the property, limited to only land value

**Opportunities**
- Realize gain from acquisition of the property in 2015
- May be a nice new construction building at this intersection

**Threats**
- Purchaser may terminate contract as Due Diligence period expires
- Purchase may be subject to securing financing
- Purchaser has not provided preliminary plan or described end user retail categories

Previous offers on the Lee Road property included:

- Dairy Queen - their prototype building was too large for the site
- Medical Office Building - the 4,000 sf building was too large for the site
- Dunkin Donuts - their building fit but the economics would not work
- Glen Spivey - changed his plan from a 5,000 sf speculative retail building to a speculative ground lease development but dropped the contract due to lack of a tenant
- Dozens of other offers have not made it through the ‘filter’ due to similar economic or site configuration problems

Explanation of STNL Properties (Realized1031.com)
A Single-Tenant Triple-Net property (also known as “Net-Lease”, “STNL” or “NNN”)
refers to a property which is 100 percent leased to one tenant with a lease structure in which the tenant is responsible for all property-related expenses, leaving the landlord with minimal responsibilities. NNN properties are a popular choice for individuals who wish to invest in real estate, but may not have the time or desire to actively manage a property.

“Triple Net” refers to the expense responsibilities of the tenant. The “nets” mean property taxes, insurance and operating expenses. There are also “Gross”, “Single-Net” or “Double-Net” leases, with each “Net” representing more responsibility falling on the tenant rather than the investor. For example, a tenant typically pays for only property taxes in a “Single-Net” lease, whereas the tenant typically covers all taxes, insurance, and operating expenses in a “Triple Net” lease. It is important to note that there are a variety of perspectives on the definition of any lease, and you should always read the actual lease agreement to truly understand the rental terms and conditions.

Another attractive feature of many NNN properties is long-term leases. These properties often have new lease terms of 10 to 25 years and typically provide multiple lease renewal options. Of course these properties may be bought or sold at any point during their lease, thus an investor may not realize the full lease term. NNN tenants span across a variety of property types including office and industrial, but are most prevalent with retail properties including fast food restaurants, convenience stores, gas stations, and big box stores.

 Asking prices for Triple Net properties are typically quoted based on a cap rate, which is determined by dividing the property’s annual net operating income (NOI) by the purchase price. A cap rate is the initial unleveraged rate of return an investment is expected to produce. Since the tenant is responsible for all expenses, property income is generally equal to rent paid by the tenant. For example, if a tenant is paying $225,000 in annual rent and the building was purchased for $4,000,000, the cap rate would be 5.6% ($225,000/$4,000,000). Generally, riskier investments trade for higher cap rates, while more stable investments trade based on lower cap rates.

Perhaps the most important factor when considering a Triple Net property is the credit quality of the tenant. Because they only have a single tenant, the financial performance of the property is largely attributable to the tenant’s ability to pay rent over the course of its lease. Larger companies are often assigned a credit rating by a credit agency (Standard and Poor’s, Moody’s, or Fitch). Credit ratings represent the likelihood of a company defaulting on its financial obligations. All else being equal, properties occupied by strong tenants with “investment-grade” ratings generally trade for lower cap rates than those with non-investment grade tenants.

STNL properties can provide a passive investment with long-term predictable cash flow. Although property risks can be partially mitigated by the strength of the tenant, NNN properties are still subject to all the risks associated with real estate investments.

alternatives / other considerations
The City Commission can decide to accept one of these offers and direct staff and CBRE to enter into a sales or lease. The Commission can also reject both offers and provide additional direction for future consideration.

fiscal impact
The attached analysis provides fiscal impacts anticipated from each deal.

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calculations - Comparison of offers</td>
<td>1/15/2018</td>
<td>Backup Material</td>
</tr>
<tr>
<td>2017 LOI - UP Development</td>
<td>1/15/2018</td>
<td>Backup Material</td>
</tr>
<tr>
<td>2017 LOI - Checkers</td>
<td>1/15/2018</td>
<td>Backup Material</td>
</tr>
<tr>
<td>2018 LOI - UP Development</td>
<td>1/15/2018</td>
<td>Backup Material</td>
</tr>
<tr>
<td>2018 LOI - UP Development</td>
<td>1/15/2018</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
## DISPOSITION PROPOSAL COMPARISON

2600 LEE ROAD - WINTER PARK, FL 32789

1/13/2018

<table>
<thead>
<tr>
<th>Acreage (Gross)</th>
<th>0.54</th>
<th>23,522</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asking Price</td>
<td>$975,000</td>
<td></td>
</tr>
<tr>
<td>Zoning</td>
<td>C-3</td>
<td></td>
</tr>
</tbody>
</table>

### DEAL TERMS

<table>
<thead>
<tr>
<th>PROPOSAL DATE / PARTY</th>
<th>CHECKERS DRIVE-IN RESTAURANTS, INC.</th>
<th>CHECKERS DRIVE-IN RESTAURANTS, INC.</th>
<th>UP DEVELOPMENT COMPANY, LLC</th>
<th>UP DEVELOPMENT COMPANY, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPOSAL DATE / PARTY</td>
<td>11/21/2017 - Tenant</td>
<td>12/21/2017 - Landlord Draft Response</td>
<td>10/24/2017 - Purchaser</td>
<td>1/2/2018 - Seller Draft Response</td>
</tr>
<tr>
<td>ECONOMICS</td>
<td>$65,000 / yr 10% Escalations every 5 years</td>
<td>$77,500 / yr 12% Escalations every 5 years</td>
<td>$995,000</td>
<td>$995,000</td>
</tr>
<tr>
<td>TERM &amp; OPTIONS</td>
<td>10 year Base Term w/ Four 5 year Options</td>
<td>15 year Base Term w/ Three 5 year Options</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>INITIAL DEPOSIT</td>
<td>n/a</td>
<td>$15,000</td>
<td>$25,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>DUE DILIGENCE PERIOD</td>
<td>180 w/ two 30 day extensions</td>
<td>60 w/ one 30 day extension</td>
<td>90</td>
<td>60</td>
</tr>
<tr>
<td>2ND DEPOSIT</td>
<td>n/a</td>
<td>n/a</td>
<td>$25,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>PERMITTING PERIOD</td>
<td>included</td>
<td>90</td>
<td>90</td>
<td>90</td>
</tr>
<tr>
<td>CLOSING PERIOD</td>
<td>n/a</td>
<td>n/a</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>OTHER</td>
<td>Landlord Work Exhibit</td>
<td>As-is</td>
<td>Standstill agreement</td>
<td>Confidentiality</td>
</tr>
<tr>
<td>CONTINGENCIES</td>
<td>Site plan approval</td>
<td>Reasonable assurance of site plan approval</td>
<td>Site plan &amp; development approval</td>
<td>Reasonable assurance of site plan approval</td>
</tr>
<tr>
<td>COMMENTS</td>
<td>Asking for co-brokerage commission</td>
<td>Tenant to pay co-brokerage commission</td>
<td>Asking for co-brokerage commission</td>
<td>Purchaser to pay co-brokerage commission</td>
</tr>
<tr>
<td>PROPERTY USE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BUILDING SIZE</td>
<td>810 sq ft + patio</td>
<td>810 sq ft + patio</td>
<td>Purchaser declined to provide</td>
<td>5,000 sq ft (estimated)</td>
</tr>
<tr>
<td>PURPOSE</td>
<td>Drive-thru Quick Service Restaurant</td>
<td>Drive-thru Quick Service Restaurant</td>
<td>Retail strip center</td>
<td>Retail strip center</td>
</tr>
<tr>
<td>USE/S</td>
<td>Checkers QSR</td>
<td>Checkers QSR</td>
<td>Buyer declined to provide until agreement on terms other than:</td>
<td></td>
</tr>
<tr>
<td>DEVELOPMENT INFO</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SITE PLAN RECEIVED</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Purchaser must provide building details</td>
</tr>
<tr>
<td>TENANT 1</td>
<td>Checkers QSR</td>
<td>Checkers QSR</td>
<td>Purchaser declined to provide</td>
<td>-</td>
</tr>
<tr>
<td>USE CATEGORY</td>
<td>n/a</td>
<td>n/a</td>
<td>Purchaser declined to provide</td>
<td>-</td>
</tr>
<tr>
<td>SQUARE FOOTAGE RANGE</td>
<td>n/a</td>
<td>n/a</td>
<td>Purchaser declined to provide</td>
<td>-</td>
</tr>
<tr>
<td>ENTITY (# LOCATIONS, HISTORY, ETC)</td>
<td>n/a</td>
<td>n/a</td>
<td>Purchaser declined to provide</td>
<td>-</td>
</tr>
<tr>
<td>COMMITMENT STAGE</td>
<td>n/a</td>
<td>n/a</td>
<td>Purchaser declined to provide</td>
<td>-</td>
</tr>
</tbody>
</table>
# DISPOSITION PROPOSAL COMPARISON

2600 LEE ROAD - WINTER PARK, FL 32789

1/13/2018

<table>
<thead>
<tr>
<th>Acreage (Gross)</th>
<th>0.54</th>
<th>23,522</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asking Price</td>
<td>$975,000</td>
<td></td>
</tr>
<tr>
<td>Zoning</td>
<td>C-3</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CHECKERS DRIVE-IN RESTAURANTS, INC.</th>
<th>CHECKERS DRIVE-IN RESTAURANTS, INC.</th>
<th>UP DEVELOPMENT COMPANY, LLC</th>
<th>UP DEVELOPMENT COMPANY, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIMELINE FOR 50% LEASED</td>
<td>n/a</td>
<td>Purchaser declined to provide</td>
<td>-</td>
</tr>
<tr>
<td>TIMELINE FOR STABILIZATION</td>
<td>n/a</td>
<td>Purchaser declined to provide</td>
<td>-</td>
</tr>
</tbody>
</table>

**FINANCIAL INFO**

<table>
<thead>
<tr>
<th>ANNUALIZED AVERAGE BASE RENT</th>
<th>$68,250</th>
<th>$87,172</th>
<th>n/a</th>
<th>$200,000 (5,000 sf @ $40 NNN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAPITALIZATION RATE - RANGE</td>
<td>5.5 to 6.5%</td>
<td>5.5 to 6.5%</td>
<td>n/a</td>
<td>5.75 to 7.5%</td>
</tr>
<tr>
<td>POTENTIAL SALE VALUE</td>
<td>$1,050,000 to $1,240,909</td>
<td>$1,341,107 to $1,594,763</td>
<td>n/a</td>
<td>$2,666,666 to $3,478,260</td>
</tr>
<tr>
<td>CONSTRUCTION BUDGET OVERVIEW</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>CAPITAL STACK</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>PROOF OF FUNDS</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

**COMPANY BACKGROUND**

<table>
<thead>
<tr>
<th>DEVELOPMENT PORTFOLIO (PHOTOS, SIZE, YEAR BUILT, STATUS)</th>
<th>800 locations nationwide</th>
<th>800 locations nationwide</th>
<th>Several projects throughout Metro Orlando</th>
<th>Several projects throughout Metro Orlando</th>
</tr>
</thead>
</table>
October 24, 2017

The Honorable Steve Leary, Mayor                        Mr. Bobby Palta  
City of Winter Park                                CBRE, Inc.  
401 S Park Ave                                      200 S Orange Ave, Ste 2100  
Winter Park, FL  32789                               Orlando, FL  32801  
                                           bobby.palta@cbre.com

Re: +/- .54-acre site located at 2600 Lee Road, Winter Park, Florida, 32789, Parcel ID 02-22-29-4164-02-010 (the “Property”)

Dear Sirs:

This firm has the pleasure of representing UP Development Company, LLC (the “Purchaser”), and this Letter of Intent will outline the terms and conditions pursuant to which UP is interested in entering into a definitive written agreement (the “Contract”) to purchase fee simple title to the Property from the City of Winter Park, Florida (the “Seller”). The date the Contract is fully executed will be referred to in this Letter of Intent as the “Effective Date.” The Purchaser is prepared to proceed on the following terms:

1. **Property.** The Property consists of approximately +/- .54 acres of real property and all rights and interests benefiting or pertaining to the Property.

2. **Purchase Price.** The purchase price for the Property shall be Nine Hundred Ninety-Five Thousand and No/100 Dollars ($995,000.00).

3. **Due Diligence.** The Purchaser’s agreement to purchase the Property is subject to the Purchaser’s satisfactory business, legal and physical reviews and inspections (in the Purchaser’s sole and absolute discretion) to be completed within ninety (90) days from the Effective Date of the Contract (the “Feasibility Period”).

4. **Approval Period.** The Purchaser will have a period beginning on the expiration of the Feasibility Period and expiring ninety (90) days after the expiration of the Feasibility Period (the “Approval Period”) to obtain site plan approval for Purchaser to develop the Property for its intended use.
5. **Deposit.** Within ten (10) business days after the Effective Date, the Purchaser shall deliver to Sloane & Johnson, PLLC (the “Escrow Agent”), an escrow deposit of Twenty-Five Thousand and No/100 Dollars ($25,000) (the “Initial Deposit”) which shall be fully refundable during the Feasibility Period. Prior to the end of the Feasibility Period, the Purchaser shall have the right to terminate the Contract by giving written notice to the Seller. If the Purchaser desires to proceed with the Contract, the Purchaser must deliver an additional deposit of Twenty-Five Thousand and No/100 Dollars ($25,000) (the “Second Deposit”) to the Escrow Agent no later than 5:00 p.m. on the last day of the Feasibility Period. Upon delivery of the Second Deposit to the Escrow Agent, the term “Deposits” will mean the Initial Deposit and the Second Deposit. If the Purchaser fails to deliver the Second Deposit to the Escrow Agent by 5:00 p.m. on the last day of the Feasibility Period, the Purchaser will be deemed to have terminated the Contract and the Initial Deposit will be returned to the Purchaser. Prior to the end of the Approval Period, the Purchaser will have the right to terminate the Contract if Purchaser fails to obtain site plan approval by giving written notice to the Seller and the Escrow Agent no later than 5:00 p.m. on the last day of the Approval Period. If the Purchaser fails to deliver the notice of termination to the Seller and the Escrow Agent by 5:00 p.m. on the last day of the Approval Period, the Deposits will become nonrefundable except upon (a) default of the Seller, or (b) pursuant to any right in the Contract granting the return of all or a portion of the Deposits. The Deposits will be applied against the Purchase Price at Closing.

6. **Closing.** The closing of the acquisition of the Property will be thirty (30) days after the expiration of the Feasibility Period (the “Closing Date”). The Escrow Agent will act as the Closing Agent and either party may elect to close the transaction via “mail away”.

7. **Closing Costs.** At Closing, the Seller will pay (a) the transfer tax due on the conveyance, (b) any brokerage commissions due, including a reasonable commission to Purchaser’s broker, (c) the cost of recording the special warranty deed, (d) one-half of reasonable escrow and closing fees and (e) fees for its legal counsel. The Purchaser shall pay (v) its due diligence expenses, (w) the cost of the title commitment and title policy, (x) survey costs for an as-built ALTA survey, (y) one-half of reasonable escrow and closing fees, and (z) fees for its legal counsel. All taxes, rents and other applicable items relating to the Property shall be prorated and adjusted to the Closing Date.

8. **Real Estate Commission.** Seller will pay Shannon Herring Enterprises a real estate commission equal to three percent (3%) of the Purchase Price at and only in the event of Closing.

9. **Environmental Report and Surveys.** Within three (3) business days after the Effective Date, the Seller shall deliver to the Purchaser any existing environmental reports, engineering studies, title policies and surveys related to the Property and other information which the Purchaser could use in evaluating the development of the Property to be further defined in the Contract.
10. **Terms and Conditions.** The Contract should also contain terms and conditions normally found in contracts for the sale and purchase of real property.

11. **Withdrawal of Property from Market and Confidentiality.** During the term of this Letter of Intent, the Seller agrees not to market the Property for sale or joint venture or enter into any agreement related to the disposition of the Property. The Seller agrees that it will not disclose the subject matter or terms of this Letter of Intent or the transaction contemplated hereby unless written consent is obtained from the Purchaser, which written consent may be withheld in the Purchaser’s sole discretion.

12. **Assignment.** The Purchaser shall have the right to assign its rights and obligations under this Letter of Intent to an affiliated entity the Purchaser will form (the “Company”). The Purchaser or members of the Purchaser will be members of the Company. Such assignment to the Company may be made without obtaining the prior consent of the Seller.

13. **Not a Contract.** This Letter of Intent does not constitute a contract and does not create enforceable obligations. No consideration is given for this Letter of Intent and, notwithstanding any provision of this Letter of Intent, no contract or agreement shall exist between the parties by course of conduct or otherwise until a final definitive Contract between them is negotiated, mutually executed and delivered.

This Letter of Intent shall be valid for a term of thirty (30) days after the Purchaser receives an executed copy of this Letter of Intent from the Seller.

If the terms and conditions as outlined in this Letter of Intent are acceptable, please sign and return one copy of this letter to us and we will direct our counsel to prepare the Contract.

Sincerely yours,

Paul “J.J.” Johnson, Jr., Esq.

cc: Client
Randy Knight (city_manager@cityofwinterpark.org)

________________________________________________________________________

Agreed to and accepted this
_____ day of __________________, 2017.

By:____________________________
Print name:________________________
Title:_____________________________
November 21, 2017

VIA ELECTRONIC MAIL

CBRE, Inc.
200 South Orange Avenue
Suite 2100
Orlando, FL 32801

Attn: Bobby Palta

Re:  Non-Binding Letter of Intent (this “Letter of Intent”) – Lease of 2600 Lee Road, Winter Park, Florida 32789 (the “Property”)

Dear Bobby:

This letter sets forth only some of the terms and conditions that serve as the basis for further discussions. Neither this outline or any discussion between Tenant and Landlord or their respective agents or attorneys, nor the exchange or preparation of any such papers or memoranda will be deemed to constitute a final, binding or mutual agreement. Any final binding agreement is expressly conditioned upon the execution of a formal, written, definitive Lease Agreement (the “Lease”) and upon approval of the officers of the Landlord and Tenant. Accordingly, this outline does not constitute a contractual commitment.

1.  Tenant:  Checkers Drive-In Restaurants, Inc. (“Tenant”)

2.  Landlord: City of Winter Park (“Landlord”). The Landlord acknowledges that it is the current fee owner of the Property. In addition, Landlord represents that there is no other agreements in place (other than this letter) to lease or sell the Property.

3.  Use.  Tenant may use the Property for restaurant and any other lawful purpose.

4.  Property.  A land site of approximately .54 +/- acres which parcel is legally described on Exhibit “A” attached hereto and made a part hereof (the “Property”), which is located at 2600 Lee Road, Winter Park, Florida 32789.

5.  Rent Terms.  $65,000/year for ten (10) years (the “Initial Term”). Followed by four 5-year option periods, exercisable upon three (3) months written notice from Tenant to Landlord. Rent will increase 10% every five (5) years during the Initial Term and the option periods. Rent shall commence the later of (i) Landlord’s completion of the Landlord’s Work (as same is set
forth in Exhibit “B” attached hereto and made a part hereof, or (ii) the earlier of (1) the expiration of the Permitting Period (as defined herein) or (2) the date upon which Tenant commences to do business with the public from the Property.

6. **Exclusive.** Landlord covenants and agrees that no portion of the Shopping Center shall, during the term of this Lease, be leased, used or occupied as a restaurant selling or serving “fast food” type burgers and/or sandwiches as a principal menu item. For purposes hereof, “a restaurant selling or serving “fast food” type burgers and/or sandwiches as a principal menu item” shall mean any business that: (i) operates as a restaurant or similar food-service provider and derives more than ten percent (10%) of its revenue from selling hamburgers, cheeseburgers, hot dogs or other food items in a fast-food, quick-service, drive-thru or drive-in format, or (ii) grants franchises or licenses to other to operate the type of business specified in subparagraph (i) (other than a “Checkers” or “Rally’s”-branded restaurant operated under a franchise agreement with Tenant).

7. **Taxes and Utilities.** Tenant shall be responsible for all taxes and utility charges applicable to the Property during the term of the Lease, including any renewal term; provided, that Landlord shall be responsible for any taxes or utility charges and fees applicable to (i) the Property prior to the term, and any extension thereof, including, without limitation, any rollback taxes and standby fees (ii) Landlord’s obligation to bring utilities to within five (5) feet of the proposed building site (as set forth in Landlord’s Work below), (iii) the development of the Property for Tenant’s intended use such as impact fees, and (iv) any other property of Landlord on or about the Property. Landlord, at Landlord’s expense, shall cause the Property to be a separate tax parcel.

8. **Documents Supplied by Landlord:** Within five (5) days of the Landlord’s execution of this letter, Landlord, at their sole cost and expense, shall deliver to Tenant the following:

- Copies of its geotechnical, engineering and environmental reports and;
- All public and private land use controls, including title commitment affecting the Premises and the Shopping Center. Landlord will also provide the Tenant with an opportunity to review and comment on any pending documents of this nature);
- All existing or current zoning documents, including PUD evidencing the current property zoning;
- Master Signage agreement (if applicable);
- Any former title commitments or title policies that may be in Landlord’s possession; and
- Any prior boundary and ALTA surveys of the Premises and the Shopping Center that may be in Landlord’s possession.

In the event that Landlord shall not be able to provide (a) an ALTA survey of the Premises and the Shopping Center dated within 12 months of the execution of the LOI (b) a Phase I and or Phase II environmental reports of the Premises and the Shopping Center dated within 12 months of the execution of the LOI or (c) current commitment for title insurance covering the Premises, setting forth the status of the title of the Premises and showing all liens, claims, encumbrances,
easements, rights-of-way, encroachments, reservations, restrictions and any other matters affecting the Premises, then Landlord agrees to allow Tenant and/or its agents upon prior notice, access to the Premises for completion of said survey and environmental report and/or to order said title commitment. Landlord agrees to fully, defend, indemnify and hold harmless the Tenant from any and all claims, demands, or actions arising out of Tenant, or Tenant’s agents going upon the Premises and Shopping Center and conducting the aforesaid survey and environmental report. Tenant and/or its agents will return site to original condition.

9. **Due Diligence Period:**

   (a) Tenant shall have one hundred eighty (180) days from the later of (i) Lease execution and (ii) Tenant’s receipt of Documents to be Supplied by Landlord to determine the feasibility of the site for its intended use and to secure all government approvals and permits (the “Permits”) that it deems necessary, including drive-up facilities. Provided that Tenant has applied and is diligently seeking governmental approvals, Tenant shall have the option to extend the Due Diligence Period for two (2) thirty (30) day periods.

   (b) Tenant may terminate the Lease for any reason during the Due Diligence Period, and upon such termination all obligations of Tenant and Landlord not expressly excepted in the Lease shall become void and of no further force and effect.

10. **Common Area Maintenance and Insurance:** None. Except for as set forth in the Hazardous Materials provision below, Tenant shall maintain the Property at Tenant’s cost and expense, Landlord represents and warrants that no third party has any consent or approval rights over any improvements that Tenant may, from time to time, build upon the Premises.

11. **Hazardous Materials:** If at any time during the ground lease it is discovered that Property contains Hazardous Materials not introduced by Tenant, then, Landlord, at its sole cost and expense, shall take all action required, including environmental cleanup of the Property in accordance with applicable law, to the extent required by law, at no cost to the Tenant. Tenant shall cooperate with Landlord to allow the installation of any necessary remediation systems provided such systems and remediation plans shall be implemented so as to minimize any disruption to Tenant’s use or enjoyment of the Property.

12. **Conditions.** Tenant’s obligations under the Lease shall be subject to (i) Landlord completing the Landlord’s Work, at Landlord’s sole cost and expense, set forth on Exhibit “B” which is attached hereto and incorporated herein by reference, to Tenant’s reasonable specifications the procurement of the Easement Agreement by Landlord as provided above and (ii) Tenant completing its due diligence and permitting processes within one hundred and eighty (180) days after the execution by both parties of the Lease, which 180-day period may be extended twice for thirty (30) days each as is reasonable necessary to complete such due diligence and finalize permitting.

13. **Signage.** Tenant shall have the right to install at the Property any and all interior and exterior signage, illuminated and non-illuminated signage, monument and pylon signs, banners, and "grand opening" signage and banners and to seek variances to enable it to install its desired signage, to the full extent permitted by the Permits. Landlord shall provide its full cooperation
and commercially reasonable efforts, including execution of applications and other documentation, in order for Tenant to apply for and obtain its required signage Permits.

14. **Assignment/Subletting.** Tenant shall have the right to sublease the Property to a franchisee of Tenant or assign the Lease without Landlord’s consent so long as Tenant remains obligated and liable under the Lease. Tenant shall be released from all obligations and liabilities under the Lease if it assigns the Lease to an entity with a net worth of $2 Million or greater.

15. **Right of First Refusal / Purchase Option.** Landlord agrees to grant Tenant the following rights in the Lease:

   (a) A right of first refusal on the Property and any property of Landlord adjacent to the Property, on the same terms and conditions contained in any bonafide written offer from a third-party purchaser that Landlord is ready, willing and able to accept; and

   (b) A right to purchase the Property from Landlord for its then fair market value at any time after the second (2nd) full year of the term of the Lease.

16. **Form Lease.** As the basis for Landlord’s and Tenant’s negotiation of the Lease, Landlord agrees to use Tenant’s form Ground Lease; provided that nothing herein shall bind Landlord or Tenant to any terms or conditions in such form Ground Lease until such Lease has been executed and delivered by both parties thereto. Such form Ground Lease shall include certain customary rights, covenants and restrictions on Landlord’s property adjacent to the Property, if any, in favor of Tenant.

17. **Broker.** Landlord and Tenant, respectively, agree and represent that no broker retained by such party, other than James Mitchell and Kristen Knowlton at CBRE, Inc. are responsible or involved in the negotiation or consummation of this Letter of Intent and that it is Landlord’s responsibility to pay such broker’s commission in accordance with a separate agreement. Landlord and Tenant each agree to indemnify and hold the other harmless from and against all causes of action and liabilities arising out of a claim for a commission by any broker purporting to have been retained by the indemnifying party. This Section 10 shall survive the revocation, termination or expiration of this Letter of Intent.

18. **Confidentiality.** This Letter of Intent, the transactions contemplated hereby and the terms hereof are confidential and shall not be disclosed by the Landlord or any of its representatives to any third party without the prior written consent of Tenant. Any information provided by Tenant or its representatives to Landlord or its representatives in connection with this Letter of Intent, the transactions contemplated hereby shall be held in strict confidence by Landlord and its representatives and shall not be used by Landlord or its representatives for any purpose other than the evaluation of the transactions contemplated hereby. Landlord shall return any such information to Tenant upon Tenant request.

19. **No Third-Party Beneficiaries.** Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon any person or entity other than the parties and their successors or assigns, any rights or remedies under or by reason of this Letter of Intent.
20. **Expenses.** The parties will each pay their own transaction expenses, including the fees and expenses of their respective advisors, incurred in connection with this Letter of Intent and the negotiation of the Lease.

21. **No Binding Agreement.** Nothing in this Letter of Intent should be construed as an offer or commitment on the part of Tenant to consummate the Lease or any transaction. This Letter of Intent reflects the current intention of the parties, but for the avoidance of doubt neither this Letter of Intent nor its acceptance shall give rise to any legally binding or enforceable obligation on any party, except with regard to Section 11 through Section 26 hereof (the “Binding Provisions”), which are intended to and will be legally binding and enforceable on the parties in accordance with their terms. No contract or agreement providing for any transaction involving Tenant or the Lease shall be deemed to exist between the parties and any of their affiliates unless and until the Lease has been executed and delivered, which will contain material terms not set forth in this Letter of Intent. No obligations of one party to the other (including any obligation to continue negotiations) or liability of any kind shall arise from executing this Letter of Intent, a party’s partial performance of the terms of this Letter of Intent, its taking or refraining from taking any actions relating to the proposed Lease or any other course of conduct by the parties other than breach of the Binding Provisions. The parties agree that neither party shall have a duty to negotiate in good faith and that either party may discontinue negotiations at any time for any reason or no reason. Any letters, drafts or other communications shall have no legal effect and shall not be used as evidence of any oral or implied agreement between the parties.

22. **Entire Agreement.** This Letter of Intent embodies the entire agreement and understanding of the parties with respect to the Lease and supersedes all prior agreements or understandings with respect to the matters covered thereby.

23. **GOVERNING LAW.** THIS LETTER OF INTENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH INTERNAL LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF FLORIDA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF FLORIDA.

24. **Miscellaneous.** This Letter of Intent may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this Letter of Intent have been inserted for reference only and shall not be deemed to be a part of this Letter of Intent. Signatures of the parties transmitted by facsimile or portable document format (.pdf) shall be deemed to be their original signatures for all purposes.

25. **Termination.** This Letter of Intent will automatically terminate and be of no further force and effect upon the earlier of: (a) the date on which the Lease is executed and delivered by each of the parties; or (b) the date on which Tenant provides Landlord with written notice of termination. Notwithstanding anything in the previous sentence, the Binding Provisions shall survive the termination of this Letter of Intent and the termination of this Letter of Intent shall not affect any rights any party has with respect to the breach of the Binding Provisions by another party.
26. **Duration of this Proposal.** The proposal set forth in this Letter of Intent shall expire if this Letter of Intent is not countersigned and returned prior to 5:00 p.m., Eastern Time, on December 4th, 2017.

This letter is solely intended as a summary of the basic economic terms and conditions of the proposed Lease, and it is understood and agreed that neither party is under a binding obligation to the other until a Lease acceptable to the Landlord and Tenant has been executed.

Sincerely,

Jennifer Durham  
SVP and Chief Development Officer

ACCEPTED AND AGREED on this _____ day of ______________, 2017.

________________________

By: _________________, Landlord
Exhibit A

Landlord Work

Landlord agrees, at its expense, to complete the "Landlord's Work" in accordance with this Exhibit.

Section 1. Scope of Landlord's Work. Landlord will perform the site work and utility work required for Tenant to proceed with the construction of its restaurant building and all related improvements. The work to be performed by Landlord is referred to as the "Landlord's Work," will include without limitation:

(a) All demo, erosion control, fill work and finished grading.
(b) All utilities, to be extended to Tenant’s proposed location as set forth below. Utilities include electricity, water, gas, storm sewer and sanitary sewer.
(c) All necessary improvements for stormwater drainage and retention.
(d) Site graded and compacted to pavement subgrade elevation with soil compaction greater than or equal to 95%.
(e) Any and all offsite work or improvements required by governing authorities.

Section 2. Landlord's Plans. Landlord agrees to develop plans in accordance with Tenant’s initial site layout. Landlord to submit plans and specifications for Landlord's Work to Tenant for Tenant's review and approval prior to submitting to the City. Landlord's plans will include, by way of example only and not by way of limitation, the following types of drawings:

(a) A.L.T.A. topography and boundary survey of the site
(b) Overall development plan for the tract on which the pad site is located
(c) D.O.T. driveway and highway occupancy plans (if applicable)
(d) All site drawings required to secure zoning and site plan approval; including without limitation:
   1) Demo plan
   2) Site Plan
   3) Utility Plan
   4) Grading Plan
   5) Drainage Plan
   6) Paving Plan
   7) Landscape and Irrigation Plans
   8) Erosion and Sediment Control Plan

Once Tenant approves the plans and specifications in writing (the "Approved Plans"), Landlord will not modify the Approved Plans (except as provided below) without Tenant's prior, written consent, which will not be unreasonably withheld.

Section 3. Permits and Fees: Landlord shall be responsible for the payment of any and all fees associated with Landlord’s Work, including without limitation:

(a) Zoning application fees; including plan review escrows
(b) Site plan application fees; including plan review escrows
(c) D.O.T. application fees (if applicable)
(d) Professional Engineer’s fees for plan preparation and distribution, and for participation in meetings and hearings
(e) Professional Planner’s fees for services relative to zoning and site plan applications
(f) Professional Traffic Engineer’s fees for services relative to zoning and site plan applications
(g) Any Tap fees required
(h) All Impact Fees

Section 4. Utility Criteria. All utilities will be properly stubbed, capped and their locations marked above ground. Landlord will install all sleeves for piping to Tenant's signage, irrigation systems and Trash Enclosure in locations designated by Tenant on Tenant's plans. The capacity of all utilities must conform to the following criteria:

(a) Electric service: conduits and conductors to service switchgear location on the proposed building; power configuration = 120/208 volts; 400 Amps; 3 Phase
(b) Gas Service: gas service pipe to the exterior gas meter location on the proposed building; gas input load = 860,000 btuh
(c) 4” sanitary sewer lateral to within 5’ of the sanitary sewer exit of the proposed building
(d) 1” domestic water service line to the connection point at the proposed building; minimum static pressure at the main connection = 70 psi
(e) 2” conduit (with pull string) from off-site internet service connection point to the service entry point at the rear of the proposed building.
(f) 2” conduit (with pull string) from the off-site telephone service connection point to the service entry point at the rear of the proposed building
Re: +/- .54-acre site located at 2600 Lee Road, Winter Park, Florida, 32789, Parcel ID 02-22-29-4164-02-010 (the “Property”)

Dear Sirs:

This firm has the pleasure of representing UP Development Company, LLC (the “Purchaser”), and this Letter of Intent will outline the terms and conditions pursuant to which UP is interested in entering into a definitive written agreement (the “Contract”) to purchase fee simple title to the Property from the City of Winter Park, Florida (the “Seller”). The date the Contract is fully executed will be referred to in this Letter of Intent as the “Effective Date.” The Purchaser is prepared to proceed on the following terms:

1. **Property.** The Property consists of approximately +/- .54 acres of real property and all rights and interests benefiting or pertaining to the Property.

2. **Purchase Price.** The purchase price for the Property shall be Nine Hundred Ninety-Five Thousand and No/100 Dollars ($995,000.00).

3. **Due Diligence / Feasibility Period.** The Purchaser’s agreement to purchase the Property is subject to the Purchaser’s satisfactory business, legal and physical reviews and inspections (in the Purchaser’s sole and absolute discretion) to be completed within sixty-nine (69) days from the Effective Date of the Contract (the “Feasibility Period”).

4. **Approval Period.** The Purchaser will have a period beginning on the expiration of the Feasibility Period and expiring ninety (90) days after the expiration of the Feasibility Period (the “Approval Period”) to obtain **reasonable assurance of** site plan approval for Purchaser to develop the Property for its intended use.
5. **Deposit.** Within ten (10) business days after the Effective Date, the Purchaser shall deliver to Sloane & Johnson, PLLC (the “Escrow Agent”), an escrow deposit of **Fifty Thousand and No/100 Dollars ($50,000.00)** (the “Initial Deposit”) which shall be fully refundable during the Feasibility Period. Prior to the end of the Feasibility Period, the Purchaser will have the right to terminate the Contract by giving written notice to the Seller. If the Purchaser desires to proceed with the Contract, the Purchaser must deliver an additional deposit of **Fifty Thousand and No/100 Dollars ($50,000.00)** (the “Second Deposit”) to the Escrow Agent no later than 5:00 p.m. on the last day of the Feasibility Period. Upon delivery of the Second Deposit to the Escrow Agent, the term “Deposits” will mean the Initial Deposit and the Second Deposit. If the Purchaser fails to deliver the Second Deposit to the Escrow Agent by 5:00 p.m. on the last day of the Feasibility Period, the Purchaser will be deemed to have terminated the Contract and the Initial Deposit will be returned to the Purchaser. Prior to the end of the Approval Period, the Purchaser will have the right to terminate the Contract if Purchaser fails to obtain reasonable assurance of site plan approval by giving written notice to the Seller and the Escrow Agent no later than 5:00 p.m. on the last day of the Approval Period. If the Purchaser fails to deliver the notice of termination to the Seller and the Escrow Agent by 5:00 p.m. on the last day of the Approval Period, the Deposits will become nonrefundable except upon (a) default of the Seller, or (b) pursuant to any right in the Contract granting the return of all or a portion of the Deposits. The Deposits will be applied against the Purchase Price at Closing.

6. **Closing.** The closing of the acquisition of the Property will be thirty (30) days after the expiration of the Feasibility Period (the “Closing Date”). The Escrow Agent will act as the Closing Agent and either party may elect to close the transaction via “mail away”.

7. **Closing Costs.** At Closing, the Seller will pay (a) the transfer tax due on the conveyance, (b) any brokerage commissions due, including a reasonable commission to Purchaser’s broker, (c) the cost of recording the special warranty deed, (d) one-half of reasonable escrow and closing fees and (e) fees for its legal counsel. The Purchaser shall pay (v) its due diligence expenses, (w) the cost of the title commitment and title policy, (x) survey costs for an as-built ALTA survey, (y) one-half of reasonable escrow and closing fees, and (z) fees for its legal counsel. All taxes, rents and other applicable items relating to the Property shall be prorated and adjusted to the Closing Date.

8. **Intended Use.** The intended use by Purchaser is [ ].

9. **Prohibited Uses.** Although the Property has a Zoning designation of C-3, the following uses will not be permitted at the Property:

10. **Real Estate Commission.** Intentionally Deleted. Seller will pay Shannon Herring Enterprises a real estate commission equal to three percent (3%) of the Purchase Price at and only in the event of Closing.

11. **Environmental Report and Surveys.** Within three (3) business days after the Effective Date, the Seller [hash] delivered to the Purchaser any existing
environmental reports, engineering studies, title policies and surveys related to the Property and other information which the Purchaser could use in evaluating the development of the Property to be further defined in the Contract.
10.12. **Terms and Conditions.** The Contract should also contain terms and conditions normally found in contracts for the sale and purchase of real property.

11.13. **Withdrawal of Property from Market and Confidentiality.** Intentionally deleted. During the term of this Letter of Intent, the Seller agrees not to market the Property for sale or joint venture or enter into any agreement related to the disposition of the Property. The Seller agrees that it will not disclose the subject matter or terms of this Letter of Intent or the transaction contemplated hereby unless written consent is obtained from the Purchaser, which written consent may be withheld in the Purchaser’s sole discretion.

12.14. **Assignment.** The Purchaser shall have the right to assign its rights and obligations under this Letter of Intent to a wholly owned affiliated entity the Purchaser will form (the “Company”). The Purchaser or members of the Purchaser will be the members of the Company. Such assignment to the Company may be made without obtaining the prior consent of the Seller but Purchaser shall notify Seller.

15. **Not a Contract.** This Letter of Intent does not constitute a contract and does not create enforceable obligations. No consideration is given for this Letter of Intent and, notwithstanding any provision of this Letter of Intent, no contract or agreement shall exist between the parties by course of conduct or otherwise until a final definitive Contract between them is negotiated, mutually executed and delivered.

16. **Right of First Refusal.** The Purchase Agreement is subject to a Right of First Refusal from Clear Channel, who has a lease for the billboard.

17. **Billboard.** Per surveys, except for the western catwalk overhead, the entire Clear Channel billboard structure is located and exists on the adjacent property to the east, owned by Florida Hospital. City’s code prohibits any new billboard sites and no replacement of that structure is permitted.

18. **Reporting.** Buyer will provide bi-weekly reporting to Seller’s agent, Bobby Palta, or other designated agent, on the following issues:

1. Financing, loan commitment and funding;
2. CUP application and approval status;
3. Leasing progress including letter of intent and lease negotiations status (tenant and square footage only). Buyer need not disclose specific tenants until after leases are in place.

13.19. **This Letter of Intent shall be valid for a term of thirty (30) days after the Purchaser receives an executed copy of this Letter of Intent from the Seller.**
If the terms and conditions as outlined in this Letter of Intent are acceptable, please sign and return one copy of this letter to us and we will direct our counsel to prepare the Contract.

Sincerely yours,

Paul “J.J.” Johnson, Jr., Esq.

cc: Client
Randy Knight (city_manager@cityofwinterpark.org)

Agreed to and accepted this ___ day of _______________, 2017.

By: ________________________________
Print name: __________________________
Title: _______________________________
January 21, 2018

VIA ELECTRONIC MAIL

CBRE, Inc.
200 South Orange Avenue
Suite 2100
Orlando, FL 32801

Attn: Bobby Palta

Re: Non-Binding Letter of Intent (this “Letter of Intent”) – Lease of 2600 Lee Road, Winter Park, Florida 32789 (the “Property”)

Dear Bobby:

This letter sets forth only some of the terms and conditions that serve as the basis for further discussions. Neither this outline or any discussion between Tenant and Landlord or their respective agents or attorneys, nor the exchange or preparation of any such papers or memoranda will be deemed to constitute a final, binding or mutual agreement. Any final binding agreement is expressly conditioned upon the execution of a formal, written, definitive Lease Agreement (the “Lease”) and upon approval of the officers of the Landlord and Tenant. Accordingly, this outline does not constitute a contractual commitment.

1. Tenant: Checkers Drive-In Restaurants, Inc. ("Tenant") with Corporate Guarantee

2. Landlord: City of Winter Park ("Landlord"). The Landlord acknowledges that it is the current fee owner of the Property. In addition, Landlord represents that there is no other agreements in place (other than this letter) to lease or sell the Property other than the existing billboard lease.

3. Use. Tenant may use the Property for a first-class quick service restaurant and any other lawful purpose.

4. Property. A land site of approximately .54 +/- acres which parcel is legally described on Exhibit “A” attached hereto and made a part hereof (the “Property”), which is located at 2600 Lee Road, Winter Park, Florida 32789.

5. Rent Terms. $77,500 per year for fifteen (15) years (the “Initial Term”). Followed by four 5-year option periods, exercisable upon nine (9) three (3) months written
notice from Tenant to Landlord. Rent will increase 1012% every five (5) years during the Initial Term and the option periods. Rent shall commence the later of (i) Landlord’s completion of the Landlord’s Work (as same is set forth in Exhibit “B” attached hereto and made a part hereof), or (ii) the earlier of (1) the expiration of the Permitting Period (as defined herein) or (2) the date upon which Tenant commences to do business with the public from the Property.

6. **Exclusive. Not applicable, stand-alone parcel.** Landlord covenants and agrees that no portion of the Shopping Center shall, during the term of this Lease, be leased, used or occupied as a restaurant selling or serving “fast food” type burgers and/or sandwiches as a principal menu item. For purposes hereof, “a restaurant selling or serving “fast food” type burgers and/or sandwiches as a principal menu item” shall mean any business that: (i) operates as a restaurant or similar food service provider and derives more than ten percent (10%) of its revenue from selling hamburgers, cheeseburgers, hot dogs or other food items in a fast food, quick service, drive thru or drive in format, or (ii) grants franchises or licenses to other to operate the type of business specified in subparagraph (i) (other than a “Checkers” or “Rally’s”-branded restaurant operated under a franchise agreement with Tenant).

7. **Taxes and Utilities.** Tenant shall be responsible for all taxes and utility charges applicable to the Property during the term of the Lease, including any renewal term, provided, that Landlord shall be responsible for any taxes or utility charges and fees applicable to (i) the Property prior to the term, and any extension thereof, including, without limitation, any rollback taxes and standby fees (ii) Landlord’s obligation to bring utilities to within five (5) feet of the proposed building site (as set forth in Landlord’s Work below), (iii) the development of the Property for Tenant’s intended use such as impact fees, and (iv) any other property of Landlord on or about the Property. Landlord, at Landlord’s expense, shall cause the Property to be a separate tax parcel.

8. **Documents Supplied by Landlord: Within five (5) days of the Landlord’s execution of this letter, Landlord, at their sole cost and expense, shall deliver to Tenant the following, if available:**

- Copies of its geotechnical, engineering and environmental reports and;
- All public and private land use controls, including title commitment affecting the Premises and the Shopping Center. Landlord will also provide the Tenant with an opportunity to review and comment on any pending documents of this nature;
- All existing or current zoning documents, including PUD evidencing the current property zoning;
- Master Signage agreement (if applicable);
- Any former title commitments or title policies that may be in Landlord’s possession; and
- Any prior boundary and ALTA surveys of the Premises and the Shopping Center that may be in Landlord’s possession.

In the event that Landlord shall not be able to provide (a) an ALTA survey of the Premises and the Shopping Center-dated within 12 months of the execution of the LOI (b) a Phase I and or
Phase II environmental reports of the Premises and the Shopping Center dated within 12 months of the execution of the LOI or (c) current commitment for title insurance covering the Premises, setting forth the status of the title of the Premises and showing all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters affecting the Premises, then Landlord agrees to allow Tenant and/or its agents upon prior notice, access to the Premises for completion of said survey and environmental report and/or to order said title commitment. Landlord agrees to fully, defend, indemnify and hold harmless the Tenant from any and all claims, demands, or actions arising out of Tenant, or Tenant’s agents going upon the Premises and Shopping Center and conducting the aforesaid survey and environmental report. Tenant and/or its agents will return site to original condition.

9. **Due Diligence Period:**

   (a) Tenant shall have sixty-one hundred eighty (60180) days from the later of (i) Lease execution and (ii) Tenant’s receipt of Documents to be Supplied by Landlord to determine the feasibility of the site for its intended use. Tenant shall have a Permitting Period of ninety (90) days and to obtain assurances for all government approvals and permits (the “Permits”) that it deems necessary, including drive-up facilities. Provided that Tenant has applied and is diligently seeking governmental approvals, Tenant shall have the option to extend the Due Diligence Period for one (1) thirty (30) day periods.

   (b) Tenant may terminate the Lease for any reason during the Due Diligence Period, and upon such termination all obligations of Tenant and Landlord not expressly excepted in the Lease shall become void and of no further force and effect.

10. **Common Area Maintenance and Insurance:** None. Except for as set forth in the Hazardous Materials provision below, Tenant shall maintain the Property at Tenant’s cost and expense, Landlord represents and warrants that no third party has any consent or approval rights over any improvements that Tenant may, from time to time, build upon the Premises.

11. **Hazardous Materials:** If at any time during the ground lease it is discovered that Property contains Hazardous Materials not introduced by Tenant, then, Landlord, at its sole cost and expense, shall take all action required, including environmental cleanup of the Property in accordance with applicable law, to the extent required by law, at no cost to the Tenant. Tenant shall cooperate with Landlord to allow the installation of any necessary remediation systems provided such systems and remediation plans shall be implemented so as to minimize any disruption to Tenant’s use or enjoyment of the Property. Landlord has provided agent with existing Florida DEP NFA letter.

12. **Conditions:** As-is, where is with all existing utilities and improvements in place. Tenant’s obligations under the Lease shall be subject to (i) Landlord completing the Landlord’s Work, at Landlord’s sole cost and expense, set forth on Exhibit “B” which is attached hereto and incorporated herein by reference, to Tenant’s reasonable specifications the procurement of the Easement Agreement by Landlord as provided above and (ii) Tenant completing its due diligence and permitting processes within one hundred and eighty (180) days after the execution by both parties of the Lease, which 180-day period may be extended twice for thirty (30) days each as is reasonable necessary to complete such due diligence and finalize permitting.
13. **Signage.** Tenant shall have the right to install at the Property any and all interior and exterior signage, illuminated and non-illuminated signage, monument and pylon signs, banners, and "grand opening" signage and banners and to seek variances to enable it to install its desired signage, to the full extent permitted by the Permits. Landlord shall provide its full cooperation and commercially reasonable efforts, including execution of applications and other documentation, in order for Tenant to apply for and obtain its required signage Permits.

14. **Assignment/Subletting.** Tenant shall have the right to sublease the Property to a franchisee of Tenant or assign the Lease without Landlord’s consent so long as Tenant remains obligated and liable under the Lease. Tenant shall be released from all obligations and liabilities under the Lease if it assigns the Lease to an entity with a net worth of $152 Million or greater.

15. **Right of First Refusal / Purchase Option.** Landlord agrees to grant Tenant the following rights in the Lease:

   (a) A right of first refusal on the Property and any property of Landlord adjacent to the Property, on the same terms and conditions contained in any bona fide written offer from a third-party purchaser that Landlord is ready, willing and able to accept; and

   (b) A right to purchase the Property from Landlord for its then fair market value at any time after the fifth (5th) year and (42nd) full year of the term of the Lease. The Purchase Agreement is subject to a Right of First Refusal from Clear Channel, who has a lease for the billboard.

16. **Form Lease.** As the basis for Landlord’s and Tenant’s negotiation of the Lease, Landlord agrees to use Tenant’s form Ground Lease; provided that nothing herein shall bind Landlord or Tenant to any terms or conditions in such form Ground Lease until such Lease has been executed and delivered by both parties thereto. Such form Ground Lease shall include certain customary rights, covenants and restrictions on Landlord’s property adjacent to the Property, if any, in favor of Tenant. Tenant shall provide a Security Deposit of Fifteen Thousand Dollars ($15,000) upon execution of the Lease, which shall become non-refundable upon the expiration of the Due Diligence Period.

17. **Broker.** Landlord and Tenant, respectively, agree and represent that no broker retained by such party, other than James Mitchell and Kristen Knowlton at CBRE, Inc. are responsible or involved in the negotiation or consummation of this Letter of Intent and that it is Tenant's landlord's responsibility to pay such broker’s commission in accordance with a separate agreement. Landlord and Tenant each agree to indemnify and hold the other harmless from and against all causes of action and liabilities arising out of a claim for a commission by any broker purporting to have been retained by the indemnifying party. This Section 10 shall survive the revocation, termination or expiration of this Letter of Intent.

18. **Confidentiality.** Landlord is a Florida municipality, subject to State of Florida Sunshine laws. This Letter of Intent, the transactions contemplated hereby and the terms hereof are confidential and shall not be disclosed by the Landlord or any of its representatives to any third party without the prior written consent of Tenant. Any information provided by Tenant or its representatives to Landlord or its representatives in connection with this Letter of Intent, the transactions contemplated hereby shall be held in strict confidence by Landlord and its
representatives and shall not be used by Landlord or its representatives for any purpose other than the evaluation of the transactions contemplated hereby. Landlord shall return any such information to Tenant upon Tenant request.

19. **No Third-Party Beneficiaries.** Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon any person or entity other than the parties and their successors or assigns, any rights or remedies under or by reason of this Letter of Intent.

20. **Expenses.** The parties will each pay their own transaction expenses, including the fees and expenses of their respective advisors, incurred in connection with this Letter of Intent and the negotiation of the Lease.

21. **No Binding Agreement.** Nothing in this Letter of Intent should be construed as an offer or commitment on the part of Tenant to consummate the Lease or any transaction. This Letter of Intent reflects the current intention of the parties, but for the avoidance of doubt neither this Letter of Intent nor its acceptance shall give rise to any legally binding or enforceable obligation on any party, except with regard to Section 11 through Section 2620 hereof (the “Binding Provisions”), which are intended to and will be legally binding and enforceable on the parties in accordance with their terms. No contract or agreement providing for any transaction involving Tenant or the Lease shall be deemed to exist between the parties and any of their affiliates unless and until the Lease has been executed and delivered, which will contain material terms not set forth in this Letter of Intent. No obligations of one party to the other (including any obligation to continue negotiations) or liability of any kind shall arise from executing this Letter of Intent, a party’s partial performance of the terms of this Letter of Intent, its taking or refraining from taking any actions relating to the proposed Lease or any other course of conduct by the parties other than breach of the Binding Provisions. The parties agree that neither party shall have a duty to negotiate in good faith and that either party may discontinue negotiations at any time for any reason or no reason. Any letters, drafts or other communications shall have no legal effect and shall not be used as evidence of any oral or implied agreement between the parties.

22. **Entire Agreement.** This Letter of Intent embodies the entire agreement and understanding of the parties with respect to the Lease and supersedes all prior agreements or understandings with respect to the matters covered thereby.

23. **GOVERNING LAW.** THIS LETTER OF INTENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH INTERNAL LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF FLORIDA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF FLORIDA.

24. **Miscellaneous.** This Letter of Intent may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this Letter of Intent have been inserted for reference only and shall not be deemed to be a part of this Letter of Intent. Signatures of the parties transmitted by facsimile or portable document format (.pdf) shall be deemed to be their original signatures for
all purposes.

25. **Termination.** This Letter of Intent will automatically terminate and be of no further force and effect upon the earlier of: (a) the date on which the Lease is executed and delivered by each of the parties; or (b) the date on which Tenant provides Landlord with written notice of termination. Notwithstanding anything in the previous sentence, the Binding Provisions shall survive the termination of this Letter of Intent and the termination of this Letter of Intent shall not affect any rights any party has with respect to the breach of the Binding Provisions by another party.

26. **Duration of this Proposal.** The proposal set forth in this Letter of Intent shall expire if this Letter of Intent is not countersigned and returned prior to 5:00 p.m., Eastern Time, on December 4th, 2017.

26.27. **Billboard.** Per surveys, except for the western catwalk overhead, the entire Clear Channel billboard structure is located and exists on the adjacent property to the east, owned by Florida Hospital. City’s code prohibits any new billboard sites and no replacement of that structure is permitted.

This letter is solely intended as a summary of the basic economic terms and conditions of the proposed Lease, and it is understood and agreed that neither party is under a binding obligation to the other until a Lease acceptable to the Landlord and Tenant has been executed.

Sincerely,

Jennifer Durham
SVP and Chief Development Officer

ACCEPTED AND AGREED on this ______ day of __________________, 2018.

By: __________________, Landlord
Exhibit A

Landlord Work

Landlord agrees, at its expense, to complete the "Landlord's Work" in accordance with this Exhibit.

Section 1 – Scope of Landlord’s Work. Landlord will perform the site work and utility work required for Tenant to proceed with the construction of its restaurant building and all related improvements. The work to be performed by Landlord is referred to as the “Landlord’s Work,” will include without limitation:

(a) All demo, erosion control, fill work and finished grading.
(b) All utilities, to be extended to Tenant’s proposed location as set forth below. Utilities include electricity, water, gas, storm sewer and sanitary sewer.
(c) All necessary improvements for stormwater drainage and retention.
(d) Site graded and compacted to pavement subgrade elevation with soil compaction greater than or equal to 95%.
(e) Any and all offsite work or improvements required by governing authorities.

Section 2 – Landlord’s Plans. Landlord agrees to develop plans in accordance with Tenant’s initial site layout. Landlord shall submit plans and specifications for Landlord’s Work to Tenant for Tenant’s review and approval prior to submitting to the City. Landlord’s plans will include, by way of example only and not by way of limitation, the following types of drawings:

(a) A.L.T.A. topography and boundary survey of the site.
(b) Overall development plan for the tract on which the pad site is located.
(c) D.O.T. driveway and highway occupancy plans (if applicable).
(d) All site drawings required to secure zoning and site plan approval, including without limitation:
   1) Demo Plan
   2) Site Plan
   3) Utility Plan
   4) Grading Plan
   5) Drainage Plan
   6) Paving Plan
   7) Landscape and Irrigation Plans
   8) Erosion and Sediment Control Plan

Once Tenant approves the plans and specifications in writing (the “Approved Plans”), Landlord will not modify the Approved Plans except as provided below without Tenant’s prior, written consent, which will not be unreasonably withheld.

Section 3 – Permits and Fees. Landlord shall be responsible for the payment of any and all fees associated with Landlord’s Work, including without limitation:

(a) Zoning application fees; including plan review escrows.
(b) Site plan application fees; including plan review escrows.
(c) D.O.T. application fees (if applicable).
(d) Professional Engineer’s fees for plan preparation and distribution, and for participation in meetings and hearings.
(e) Professional Planner’s fees for services relative to zoning and site plan applications.
(f) Professional Traffic Engineer’s fees for services relative to zoning and site plan applications
(g) Any Tap fees required
(h) All Impact Fees

Section 4. Utility Criteria — All utilities will be properly stubbed, capped and their locations marked above ground. Landlord will install all sleeves for piping to Tenant’s signage, irrigation systems and Trash Enclosure in locations designated by Tenant on Tenant’s plans. The capacity of all utilities must conform to the following criteria:

(a) Electric service: conduits and conductors to service switchgear location on the proposed building; power configuration = 120/208 volts; 400 Amps; 3 Phase
(b) Gas Service: gas service pipe to the exterior gas meter location on the proposed building; gas input load = 160,000 btuh
(c) 4” sanitary sewer lateral to within 5’ of the sanitary sewer exit of the proposed building
(d) 1” domestic water service line to the connection point at the proposed building; minimum static pressure at the main connection = 70 psi
(e) 2” conduit (with pull string) from off-site internet service connection point to the service entry point at the rear of the proposed building
(f) 2” conduit (with pull string) from the off-site telephone service connection point to the service entry point at the rear of the proposed building
**subject**
Federal Legislative Priorities

**motion / recommendation**
Approve the Federal Legislative Priorities

**background**
The City is contracted with renaissance Strategy Group for federal lobbying services. Attached is a report from Jim Huckeba discussing the opportunities at the federal level.

**alternatives / other considerations**

**fiscal impact**

<table>
<thead>
<tr>
<th>ATTACHMENTS:</th>
<th>Upload Date</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Legislative Priorities</td>
<td>1/16/2018</td>
<td>Cover Memo</td>
</tr>
<tr>
<td>Report from Federal Lobbyist</td>
<td>1/16/2018</td>
<td>Cover Memo</td>
</tr>
</tbody>
</table>
City of Winter Park
Proposed 2018 Federal Legislative Priorities

Projects/Funding (in priority order):
- 17-92 beautification and corridor improvements
- Assist with widening of SR 426 between 17-92 and Pennsylvania Ave
- Acquisition of post office property for expansion of Central Park
- Broadband project
- Expansion of reuse water system
- Green energy generation (Solar, etc.)
- Expansion of sewer infrastructure to eliminate septic tanks

Legislative matters:
- Assist with FEMA reimbursements
- Oppose legislation negatively impacting tax exempt financings
Renaissance Strategy Group
2018 Federal Lobbying Plan
for the
City of Winter Park, Florida
Mr. Randy Knight
City Manager
City of Winter Park
401 S. Park Avenue
Winter Park, Florida 32789

Dear Randy,

Per our discussions, the following document details a basic overview of federal lobbying plan for Winter Park for CY 2018. As we have discussed, a significant change occurred in the federal government during 2017. With a change in the executive branch along with many new members in Congress, a number of questions resulted. The change in Presidents resulted in wholesale changes in the policies and direction of the executive branch of government and its agencies. Central Florida welcomed three new members of Congress in addition to its two incumbent members. And while veteran Congressman John Mica, a strong proponent of local infrastructure improvements, is no longer serving, the new members have expressed a desire to support local projects. The fundamental question on the table for these members is what projects will enhance Central Florida and how will those projects be funded?

Recent Federal Legislation and Activity

Congress recently passed major tax cut legislation and its impact is currently being studied on proposed infrastructure projects and public financing. As we discussed one major area is in the refinancing of municipal bonds. This bill will also impact the proposed infrastructure bill that the administration is bringing forward soon. Initial reports are that the program will be a one trillion dollar program to be financed by 200 billion dollars from the federal
government and 800 billion in money from new sources which have not been
defined and will be impacted by the new tax cut legislation.

In October, the Federal Highway Administration announced a $12 million grant
to the state of Florida to be distributed for intelligent transportation
technologies. And while the grant is being shared by UCF and Metroplan, a
portion of the funds will support activity along HWY 17-92. This grant was part
of an outgrowth of an intelligent transportation lobbying effort with
Commissioners in Seminole County, Mayor Leary and former Congressman
Mica. I held several meetings and had numerous phone discussions with a
number of people on efforts to obtain federal funding for Winter Park. The
expressed desire of the FDOT was that any projects being considered be
regional and not for a singular agency. And while my lobbying efforts center
primarily on federal work, I would recommend that cross over lobbying be
supported with the city's state lobbyist where it may complement local funding
requests without interfering.

2018 Proposed Activities

Continue to research and solicit methods to obtain infrastructure funding
especially within the major transportation corridors. As mentioned earlier, the
administration will be putting forth a trillion dollar infrastructure bill and staff
will be seeking input and feedback. Members of Congress will be focused on
federal monies directed into their districts so advocating needs will be
extremely important as this bill takes shape through the legislative process. The
big question is how to pay for the bill. Numerous options are being discussed.
However, funding is going to be the elephant in the room. Traditional means of
financing projects will have to give way to more creative and innovative
methods. For example, the Highway Trust Fund, which normally funds a good
part of the surface transportation bill, is essentially broke since cars get better
gas mileage, electric vehicles pay no tax and the federal gas tax rate hasn't
increased since 1993. The Transportation & Infrastructure Committee in the
House and the Commerce, Science and Transportation Committee in the Senate will have significant input into projects and how they will be funded in the infrastructure bill. Senator Nelson is the ranking member of the Senate committee. Florida currently has four members of Congress on the full house T&I committee including local congressman Dan Webster. In addition to discussions with the members of the committees, there will be a number of calls and meetings in which feedback is provided to staff members of the various subcommittees. Please feel free to call me to discuss any potential needs you would like to bring forward. Also, be aware that other major bills such as a stand-alone highway bill (most recently the FAST ACT) and a water resource bill are brought forward from time to time.

Earmarks, the process of inserting a provision into a government spending appropriations bill that directs funds to a specific recipient circumventing a merit based or competitive funds allocation process, have been banned by Congress for several years. This was done as a result of expenditures that were deemed egregious (i.e. Bridge to nowhere in Alaska) by several members of Congress. President Trump has recently proposed bringing them back to Congress. While this effort will gain no traction during this election year, there is a significant reception among a large number of members as it allows them to direct federal spending where they see the biggest need. Aside from the fiscal argument of affordability, members feel they are closest to the people in assessing needs. Look for this discussion to heat up in the coming months. Winter Park has received several earmarks prior to the Congressional ban.

Grants

The federal government publishes a significant number of grant opportunities each year with funding awarded to the selected recipients. For years Winter Park's Police and Fire Departments have been successful in acquiring grant funding in numerous related areas. Infrastructure and similar grants generally require more funding and often times are directed towards specific recipients. Research of potential grants is very intensive and detailed oriented and generally require more detailed grant submissions. I spend approximately 10-15
hours per week reviewing grant opportunities. I am currently working in the following areas:

Broadband Internet

I will continue to seek grant opportunities in the areas of internet broadband. This is an emerging area and while most grants to date have been for rural areas, there appears to be a strong desire to direct capital into technology improvements.

Park Funding Opportunities

I am continuing to research potential funding grants and other federal opportunities for park funding especially in the acquisition of the post office. While this was thoroughly reviewed and parameters defined three years ago, I will continue to monitor the position of the postal service to determine if an equitable arrangement might occur where this facility could be procured by the city. We continue to have the support of local members of Congress in this endeavor. Additionally, my research includes working to define park grants for other areas within the city.

Transportation Grants

In addition to legislative efforts in obtaining transportation funding, I monitor federal publications for transportation-oriented grants. The FY 2017 Appropriations act set aside $500 million to be awarded by DOT for Tiger discretionary grants in the area of infrastructure. Grants have a floor of $5 million and a maximum amount of $25 million. In rural areas the floor is $1 million. There is substantial competition for the grants, and while getting selected is difficult, projects that express uniqueness and creativity are often
rewarded with funding. Before expending the cost and effort to submit a grant of this type I would encourage in-depth dialogue. While this is one major component of infrastructure grants, there are numerous other smaller grant opportunities that are published by the federal government that I research and monitor.

Library Grants

I have been asked to assist in trying to find federal grant opportunities for the new library and have been reviewing potential funding grants.

Utility Infrastructure and Environmental Grants

I am continuing to seek both grants and legislative opportunities for the city's utilities including power, water and sewer infrastructure in addition to areas that impact the city's environment. Many of these opportunities are directed to rural areas or to a specific target.

Community Development Grants

These are generally grants that affect disadvantaged areas but nonetheless should be examined for potential opportunities. Because of how they are targeted they take very little time to research.

Grant opportunities can be numerous but detailed research is important in assessing the chance of receiving a federal award. And while there is a standard process, each agency usually processes applications in their own way. Preparation by a grant writer experienced in how the particular agency does business is important.

FEMA

I have worked closely with FEMA in the past to assist local governments in obtaining reimbursement from FEMA due to expenditures as a result of natural
disasters. I will monitor the activities as a result of Hurricane Irma and, if requested, will again assist in that effort. Although to end on a high note, it appears that FEMA has significantly improved their systems for disaster reimbursement.
subject
Ordinance - Vacating and abandoning a certain portion of the public right-of-way known as Laurel Road (2)

motion / recommendation
Approve motion to vacate portion of right of way. Staff agrees this right-of-way section is appropriate to vacate and abandon as shown in “Exhibit A. “Letters of No Objection” received from each utility.

background
The City received a request to vacate unused right-of-way and utility easements on the subject property. These unused instruments are the result of a partial road vacation in the past and a relocation of an old sanitary lift station. A new utility easement over the necessary infrastructure will be granted through this action. This action clears up unneeded encumbrances and provides for necessary encumbrances (easements) to meet the needs of our water and wastewater dept.

alternatives / other considerations
Not approve request to vacate.

fiscal impact
No direct financial impact as a part of this action.

ATTACHMENTS:
Description    Upload Date    Type
Title Sheet    12/29/2017    Cover Memo
<table>
<thead>
<tr>
<th>Document Type</th>
<th>Date</th>
<th>Memo Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laurel Rd Ordinance</td>
<td>12/29/2017</td>
<td>Cover Memo</td>
</tr>
<tr>
<td>Exhibits A-E</td>
<td>12/29/2017</td>
<td>Cover Memo</td>
</tr>
<tr>
<td>Letters of No Objections</td>
<td>12/29/2017</td>
<td>Cover Memo</td>
</tr>
</tbody>
</table>
Ordinance vacating and abandoning a certain portion of the public right of way known as Laurel Road and public utility rights over certain property located within the Charmont subdivision.

Approve motion to vacate portion of right of way. Staff agrees this right-of-way section is appropriate to vacate and abandon as shown in “Exhibit A. “Letters of No Objection” received from each utility.

The City received a request to vacate unused right-of-way and utility easements on the subject property. These unused instruments are the result of a partial road vacation in the past. And a relocation of an old sanitary lift station. A new utility easement over the necessary infrastructure will be granted through this action. This action clears up unneeded encumbrances and provides for necessary encumbrances (easements) to meet the needs of our water and wastewater dept.

Not approve Request to Vacate

No direct financial impact as a part of this action
ORDINANCE NO. ______-17

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, VACATING AND ABANDONING A CERTAIN PORTION OF THE PUBLIC RIGHT-OF-WAY KNOWN AS LAUREL ROAD AND PUBLIC UTILITY RIGHTS OVER CERTAIN PROPERTY LOCATED WITHIN THE CHARMONT SUBDIVISION, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR RESERVATION OF A PERPETUAL 20’ PUBLIC UTILITY EASEMENT; PROVIDING FOR AUTHORIZATION AND DIRECTION TO CITY STAFF; PROVIDING FINDINGS BY THE CITY COMMISSION; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Applicant Douglas S. Metcalf (hereinafter “Applicant”) owns certain property abutting upon and underlying that certain public right-of-way originally platted as “Virginia Road” in that certain plat for the Charmont subdivision recorded in the Orange County public records at Plat Book “L,” Page 93 (hereinafter the “Charmont Plat”), which road was subsequently renamed “Laurel Road” by Winter Park City Commission Resolution 1261 on February 27, 1979 (hereinafter “Laurel Road 1”); and

WHEREAS, Laurel Road 1 abuts upon and intersects that certain public right-of-way platted as “Laurel Road” in the Charmont Plat (hereinafter “Laurel Road 2”); and

WHEREAS, on January 11, 1983, the City adopted Ordinance No. 1449, as recorded in the Orange County public records at O.R. 3466, Page 555, abandoning and vacating the eastern 120 feet of Laurel Road 1 and leaving an irregularly shaped strip of right-of-way, as more particularly described in Exhibit “A” (hereinafter the “Laurel Road 1 Remainder”); and

WHEREAS, in Ordinance No. 1449, the City retained a utility easement over the entire width of Laurel Road 1 in order to serve a lift station existing in the vicinity, which easement is more particularly described in the attached Exhibit “B” (hereinafter the “1983 Easement”); and

WHEREAS, in that certain Second Amended Order of Taking dated August 27, 1971 and recorded at O.R. 2210, Page 105, the City obtained certain easement rights and/or public right-of-way over a portion of Applicant’s property more particularly described in the attached Exhibit “C” (the “1971 Easement/Right-of-Way”); and

WHEREAS, Applicant owns those certain parcels of land described in the attached Exhibit “E” (the “Properties”) underlying the Laurel Road 1 Remainder, the 1983 Easement, and the 1971 Easement/Right-of-Way, and has requested that the City abandon and vacate the foregoing while
retaining a 20’ utility easement over the Properties as described in the attached Exhibit “D” (the “New Easement Area”); and

WHEREAS, the City finds that due to the relocation of the original lift station and infrastructure associated therewith, and other changes to the area since the subdivision was originally platted, there is no longer a public need for the City to retain the Laurel Road 1 Remainder, nor easement rights over the full width of Laurel Road 1 as provided in the 1983 Easement, and that it serves a public purpose to grant Applicant’s request for vacation and abandonment subject to the City’s reservation of a 20’ utility easement, all as provided in this Ordinance.

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

SECTION 1: Recitals. The above recitals are true and correct, constitute findings of the City Commission, and are incorporated herein as a material part of this Ordinance.

SECTION 2: Vacation and Abandonment. The City of Winter Park, Florida hereby abandons and vacates the Laurel Road 1 Remainder, the 1983 Easement, and the 1971 Easement/Right-of-Way, except that the City reserves a perpetual 20’ public utility easement over, under, and through the New Easement Area for the construction, installation, repair, replacement, reconstruction, maintenance, control, operation, use, and modification of public and private utilities and facilities, including but not limited to stormwater drainage lines, sewer lines, water lines, reclaimed water lines, gas lines, electric lines, cable television lines, telecommunications lines, fiber optic cables and other utilities of every type, including the right of access upon and to and from said area to effectuate the purposes of said perpetual public utility easement, and which public utility easement is further described and depicted in the attached Exhibit “D.”

SECTION 3: Authorization & Direction to City Staff. The City Manager and his or her designee(s) are hereby authorized and directed to execute such instruments and take such actions as may be necessary to effect this Ordinance, and to record any such instruments and this Ordinance in the Public Records of Orange County, Florida, as may be appropriate.

SECTION 4: Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5: Conflicts. In the event of any conflict between this Ordinance and any other ordinance or portions of ordinances, this Ordinance controls.

SECTION 6: Correction of Errors. Any error in the legal description or in depiction of any public right-of-way, easement, or property referenced in this Ordinance may be corrected by subsequent curative document(s) prepared, executed, and/or recorded by the City Manager and/or his or her designee, if any such error is determined to exist by the City Manager or City Commission.
SECTION 7: Effective Date. This ordinance shall take effect immediately upon its passage and adoption by the City Commission of Winter Park, Florida.

FIRST READING: __________, 2017

SECOND READING: __________, 2017

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida on this ___ day of _________, 2017.

CITY COMMISSION
CITY OF WINTER PARK

_____________________________
Mayor Steven Leary

ATTEST:

___________________________
City Clerk Cynthia S. Bonham

___________________________
Date
LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF BLOCK "N", CHARMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "L", PAGE 93, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, OF THE AFORESAID PLAT; THENCE NORTH 02°17'29" WEST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 173.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°17'29" WEST, ALONG THE NORTHERLY PROJECTION OF THE WEST LINE OF SAID LOT 1 AND THE WEST LINE OF LAUREL ROAD A DISTANCE OF 62.02 FEET; THENCE NORTH 73°02'00" EAST, A DISTANCE OF 21.14 FEET; THENCE SOUTH 01°16'30" EAST, ALONG THE WEST LINE OF VACATED RIGHT-OF-WAY PER RESOLUTION 1261 AS RECORDED IN OFFICIAL RECORDS BOOK 3466, PAGE 555, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 62.32 FEET; THENCE SOUTH 73°02'00" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,234 SQUARE FEET, OR 0.028 ACRES, MORE OR LESS.

TSS Order #T17-B64-SOD2

Prepared by:

CENTRAL FLORIDA SURVEYS, INC. dba: TINKLEPAUGH SURVEYING SERVICES, INC.
5125 ADANSON STREET, SUITE 800
ORLANDO, FLORIDA 32804
(407) 262-0957

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 53-17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

ABRAHAM I. REMCHUK, P.S.M. # 6813
Date: 10-31-17
LEGAL DESCRIPTION

A PORTION OF THE VACATED RIGHT-OF-WAY AS DESCRIBED IN RESOLUTION #1261 AS RECORDED IN OFFICIAL RECORDS BOOK 3466, PAGE 555 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK "N", CHARMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "L", PAGE 93, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 02°17'29" WEST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 173.87 FEET; THENCE NORTH 73°02'00" EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE, DEPARTING SAID NORTH LINE, RUN NORTH 01°16'30" WEST, ALONG THE WEST LINE OF THE AFORESAID VACATED RIGHT-OF-WAY, A DISTANCE OF 62.32 FEET TO A POINT ON THE NORTH LINE OF THE AFORESAID VACATED RIGHT-OF-WAY; THENCE NORTH 73°02'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 120.01 FEET TO A POINT ON THE EAST LINE OF LOT 2 OF THE AFORESAID PLAT, AND THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 01°16'30" EAST, ALONG SAID LINE A DISTANCE OF 62.32 FEET TO A POINT ON THE NORTH LINE OF LOT 2 OF THE AFORESAID PLAT; THENCE SOUTH 73°02'00" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 120.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,200 SQUARE FEET, OR 0.165 ACRES, MORE OR LESS.

TSS Order #T17-B64-SOD1

Prepared by:

CENTRAL FLORIDA SURVEYS, INC. dba:
TINKLEPAUGH SURVEYING SERVICES, INC.
5125 ADANSON STREET, SUITE 800
ORLANDO, FLORIDA 32804
(407) 262-0957

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 5J-17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

ABRAHAM I. REMCHUK, P.S.M. # 6813
Date: 10-31-17
Begin at the northeast corner of Lot 2 Block N of Charmont Subdivision as recorded in Plat Book L, Page 93 of the Public Records of Orange County, Florida, run thence S1°10'E 6.83 feet along the east line of said Lot 2 thence S80°51'W 48.32 feet to a point on the northerly line of said Lot 2, thence N73°02'E along said northerly line 49.73 feet to the point of beginning.

TSS Order # T17-B64

EXHIBIT C: Highlighted Area – Request to Vacate Right-of-Way And to Vacate Easement
LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF BLOCK "N", CHARMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "L", PAGE 93, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, OF THE AFORESAID PLAT; THEN NORTH 02°17'29" WEST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 179.29 FEET TO THE POINT OF BEGINNING; THEN CONTINUE NORTH 02°17'29" WEST, ALONG SAID WEST LINE, A DISTANCE OF 20.26 FEET; THEN, DEPARTING SAID WEST LINE, RUN NORTH 78°28'04" EAST, A DISTANCE OF 137.44 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; THEN SOUTH 01°16'30" EAST, ALONG SAID EAST LINE, A DISTANCE OF 20.32 FEET; THEN, DEPARTING SAID EAST LINE, RUN SOUTH 78°28'04" WEST, A DISTANCE OF 137.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,745 SQUARE FEET, OR 0.063 ACRES, MORE OR LESS.

TSS Order #T17-B64-SOD3

Prepared by:
CENTRAL FLORIDA SURVEYS, INC. dba:
TINKLEPAUGH SURVEYING SERVICES, INC.
5125 ADAMSON STREET, SUITE 800
ORLANDO, FLORIDA 32804
(407) 262-0957

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 53-17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

ABRAHAM I. REMCHUK, P.S.M. # 6813
Date: 10-21-17
SKETCH OF DESCRIPTION

- NOT A SURVEY -

LAUREL ROAD
REMOVED PER RESOLUTION 1261
OFFICIAL RECORDS BOOK 3466, PAGE 555
ACCESS AND UTILITY EASEMENT
OFFICIAL RECORDS BOOK 3466, PAGE 555

LAKE VIRGINIA

N 78°28'04" E 137.44'
2,243 SQUARE FEET
0.523 ACRES

S 78°28'04" W 137.07'

POINT OF BEGINNING
LOT 1
LOT 2

BLOCK "N"
CHARMONT
PLAT BOOK "L", PAGE 93

LAUREL ROAD
60.00 RIGHT OF WAY

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF LOT 1,
BLOCK "N", CHARMONT
PLAT BOOK "L", PAGE 93

VIRGINIA DRIVE (FIELD)
RIGHT OF WAY VARIES
OFFICIAL RECORDS BOOK 1597, PAGE 325

NORTH 40' OF THE
SOUTH 70' OF LOT 1
NORTH 40' OF THE
SOUTH 70' OF LOT 2
20.3" INGRESS AND EGRESS EASEMENT
OFFICIAL RECORDS BOOK 1492, PAGE 371

SOUTH 30' OF LOT 1
SOUTH 30' OF LOT 2

CENTRAL FLORIDA SURVEYS, INC., dba:
Tinklepaugh
SURVEYING SERVICES, INC.
5125 Adanson Street, Suite 800 • Orlando, Florida 32804
Tel. No. (407) 262-0957 LICENSED BUSINESS No. 3778
1/T17B64/DWG/T17B64.DWG SX3695-17

SURVEYOR'S NOTES
1) BEARINGS SHOWN HEREIN ARE ASSUMED RELATIVE TO THE WEST
RIGHT OF WAY LINE OF LAUREL ROAD AS BEING N02°17'29"W
2) SEE SHEET 1 FOR LEGAL DESCRIPTION
Exhibit “E”

Parcel 1 (PID #07-22-30-1252-14-011):

CHARMONT L/93 LOTS 1, 2 BLK N LESS S 30 FT THEREOF (LESS NORTH 40 FT OF SOUTH 70 FT FOR R/W PER 1597/325) & S1/2 OF E 120 FT OF VAC RD ON N PER 3466/555

Parcel 2: (PID #07-22-30-1252-14-013):

CHARMONT L/93 THE E1/2 OF E1/2 OF SE1/4 OF SE1/4 LYING E OF NLY PROJECTION OF W LINE OF LAUREL RD & NLY OF N LINE OF VIRGINIA DR & N1/2 OF E 120 FT OF VAC RD ON S SEE 3272/1109
November 10, 2017

Nicholas Brana
Duke Energy, Inc.
3300 Exchange Place
Lake Mary, FL 32746

Dear Mr. Brana:

I am in the process of requesting that the City of Winter Park vacate an easement and right-of-way as shown on the copies of the enclosed Exhibits A, B, and C, and impose an easement as shown in Exhibit D. The site is located at my personal residence, 405 Virginia Drive in Winter Park, 32789. To have this action heard, I must provide a Letter of No Objection from utility companies serving the neighborhood.

Please review your records, complete the form below, and return this letter to me at the address above. If you have any questions, please contact me at (407) 256-4400. Thank you very much.

Respectfully,

[Signature]

Douglas S. Metcalf

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: property/easement NOT within Duke Energy service territory.

Signature: [Signature]

Print Name: Nick Brana

Title: Real Estate Representative

Date: 12/14/17

Duke Utility Easement Release
November 30, 2017

LETTER OF NO OBJECTION

Douglas S. Metcalf
405 Virginia Drive
Winter Park Florida 32789-5862

Via Email: metcalfds@gmail.com
Copied to: Dave.C.Kennedy@cennturylink.com

SUBJECT: PROPOSED VACATE OF EASEMENTS ESTABLISHED BY CITY OF WINTER PARK ORDINANCE 1449, ADOPTED ON JANUARY 11, 1983, AND RECORDED IN O.R. BOOK 3466 PAGE 555, ORANGE COUNTY, FLORIDA PUBLIC RECORDS, WHICH RESERVED UTILITY EASEMENT RIGHTS WHILE VACATING A PORTION OF PLATTED RIGHT-OF-WAY (LAUREL ROAD), LOCATED IN CHARMONT SUBDIVISION, AS RECORDED IN PLAT BOOK L PAGE 93, ORANGE COUNTY, FLORIDA PUBLIC RECORDS; ORANGE COUNTY PARCEL ID 07-22-30-1252-14-011.

Dear Mr. Metcalf,

Please be advised that Embarq Florida, Inc., D/B/A CenturyLink, has no objection to the proposed vacate and abandonment of easements established by City of Winter Park Ordinance 1449, adopted on January 11, 1983, and recorded in OR Book 3466 Page 555, Orange County, Florida Public Records, which reserved utility easement rights while vacating a portion of platted Right-Of-Way (Laurel Road), located in Charmont subdivision, as recorded in Plat Book L Page 93, Orange County, Florida Public Records, or to the establishment of a new easement, as requested by Douglas S. Metcalf.

The location of said vacates and easements is more particularly shown on the attached sketches. The Property Address is 405 Virginia Drive, Winter Park Florida 32789-5862 and the Orange County Parcel ID is 07-22-30-1252-14-011.

Should there be any questions or concerns, please contact me at 352-425-8763 or by email at stephanie.canary@centurylink.com.

Sincerely,

EMBARQ FLORIDA, INC., D/B/A CENTURYLINK

Stephanie Canary
CenturyLink
319 SE Broadway Street
Mailstop: D7303L0401-4058
Ocala FL 34471
stephanie.canary@centurylink.com
Phone: Cell: (352) 425-8763
Fax: (352) 368-8889

PRN 795132

Agenda Packet Page 99
November 10, 2017

Marvin Usry or Price King
Spectrum / Charter
3767 All American Blvd.
Orlando, FL 32810

Dear Messrs. Usry or King:

I am in the process of requesting that the City of Winter Park vacate an easement and right-of-way as shown on the copies of the enclosed Exhibits A, B, and C, and impose an easement as shown in Exhibit D. The site is located at my personal residence, 405 Virginia Drive in Winter Park, 32789. To have this action heard, I must provide a Letter of No Objection from utility companies serving the neighborhood.

Please review your records, complete the form below, and return this letter to me at the address above. If you have any questions, please contact me at (407) 256-4400. Thank you very much.

Respectfully,

Douglas S. Metcalf

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:

Signature: ________________________________
Print Name: ______________________________
Title: _________________________________
Date: ________________

Spectrum Utility Easement Release (1).docx
November 10, 2017

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

Dear Mr. Riegler:

I am in the process of requesting that the City of Winter Park vacate an easement and right-of-way as shown on the copies of the enclosed Exhibits A, B, and C, and impose an easement as shown in Exhibit D. The site is located at my personal residence, 405 Virginia Drive in Winter Park, 32789. To have this action heard, I must provide a Letter of No Objection from utility companies serving the neighborhood.

Please review your records, complete the form below, and return this letter to me at the address above. If you have any questions, please contact me at (407) 256-4400. Thank you very much.

Respectfully,

[Signature]

Douglas S. Metcalf

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

[Marked] 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.

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

Additional comments: ____________________________________________________________

______________________________________________________________________________

Signature: [Signature]
Print Name: Jason Riegler
Title: Asst. Director
Date: 11/20/17
November 10, 2017

Shawn Winsor, Gas Design / Proj. Mgr.
TECO / Peoples Gas
P.O. Box 2433
Orlando, FL 32802-2433

Dear Mr. Winsor:

I am in the process of requesting that the City of Winter Park vacate an easement and right-of-way as shown on the copies of the enclosed Exhibits A, B, and C, and impose an easement as shown in Exhibit D. The site is located at my personal residence, 405 Virginia Drive in Winter Park, 32789. To have this action heard, I must provide a Letter of No Objection from utility companies serving the neighborhood.

Please review your records, complete the form below, and return this letter to me at the address above. If you have any questions, please contact me at (407) 256-4400. Thank you very much.

Respectfully,

[Signature]

Douglas S. Metcalf

---

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: 

[Signature]

Shawn Winsor

Print Name: Shawn Winsor
Title: Gas Design / Project Manager
Date: 11/9/2017
November 10, 2017

Michael Passarella, WP Electric Utility, Senior Engineer
City of Winter Park
1409 Howell Branch Rd
Winter Park, FL 32789

Dear Mr. Passarella:

I am in the process of requesting that the City of Winter Park vacate an easement and right-of-way as shown on the copies of the enclosed Exhibits A, B, and C, and impose an easement as shown in Exhibit D. The site is located at my personal residence, 405 Virginia Drive in Winter Park, 32789. To have this action heard, I must provide a Letter of No Objection from utility companies serving the neighborhood.

Please review your records, complete the form below, and return this letter to me at the address above. If you have any questions, please contact me at (407) 256-4400. Thank you very much.

Respectfully,

[Signature]

Douglas S. Metcalf

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: ________________________________________________________________

______________________________
Signature:

______________________________
Print Name: Michael A. Passarella

______________________________
Title: Engineering Manager

______________________________
Date: 10 Nov., 2017
**subject**

**motion / recommendation**
Recommend approval of Ordinance as presented.

**background**
As part of the 3 year update of the Florida Building Code, a local government charged with enforcing the provisions of this Code must update its administrative and technical provisions to align with that code and may adopt additional provisions to facilitate the permitting, plan review and inspection process.

On December 1, 2017, the Ordinance was presented to the Construction Board of Adjustments and Appeals and received their unanimous recommendation to the City Commission for approval.

A page by page summary is provided as follows:

**WINTER PARK BUILDING CODE ADMINISTRATIVE ORDINANCE**
At the time of each 3 year update of the Florida Building Code each jurisdiction in the State must either carry forward local administrative and technical amendments to the Building Code or make any necessary changes to facilitate the local enforcement and administration of the Florida Building Code.

**Summary of Winter Park administrative & technical amendments:**
Pages 1-2: Basis for establishment of local administrative and technical amendments is set forth in the “Whereas” statements.
Page 4: Provision added to strengthen penalty for leaving a residential construction project unfinished, which often results in an eyesore or safety hazard in a neighborhood. Includes criteria that can be required when extending permit to mitigate disruption to neighboring property owners.

Page 5: Provision added from BOAF Model Admin Code dealing with expired, open and closed permits, including a mechanism to address contractors that fail to close out expired permits.

Page 6: Amends requirements under “Construction Management Plans” to include method of debris removal highlighting the need to comply with the city’s waste franchise agreement. Clarifies that closing out permits is responsibility of the permit applicant and property owner. Includes language on what services are covered with permit fees.

Page 7: Requires that buildings planned for demolition be maintained in good condition and not unsightly, overgrown, etc if demolition if demolition is delayed.

Page 8: Cross references requirements for certain buildings listed in the Florida Master Site File which are applying for a demolition permit that need to also comply with an additional waiting period under the City’s Historic Preservation Ordinance. Further clarifies requirement for boundary survey for new construction.

Pages 9-10: Updates Roofing and Swimming Pool inspection criteria. Requires contractor or permit holder to obtain final inspection in a timely manner.

Page 11: Updates membership of Construction Board in accordance with State Statute requiring a fire code professional to be a Board member when hearing a fire code appeal.

Page 12: Provision strengthens actions to be taken by City to ensure swimming pool barrier is in place during construction. Adds technical amendment requiring fire sprinklers for new construction in the Central Business District. This provision had been in place for many years.

Page 13: Clarifies for designers the exact wind speed to be used for new construction under the ultimate design wind speed criteria, $V_{ult}$ based on the three risk categories outlined in the Code.

Pages 14-18: Updates our property maintenance standards to current edition (2018) of the International Property and Maintenance Code and various amendments to this Code are delineated. Most of the changes incorporated here are further clarification of changes already in place. All references throughout this ordinance which had referred to the Code Enforcement Board have been changed to Code Compliance Board, which corresponds to the name change from Code Enforcement Division to Code Compliance Division which is located within the City’s Fire Department.

**alternatives / other considerations**

Existing administrative provisions will legally carry over with the 3 year update, but will result in dropping out any technical amendments, may not line up newer administrative provisions and will have various section numbers & provisions not properly cross referenced.

**fiscal impact**
The language referencing the permitting fee schedule carries forward unchanged and covers all costs incurred in the enforcement of the Florida Building Code with no adverse fiscal impact to the City.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinance with amendments from 1/8/18</td>
<td>1/9/2018</td>
<td>Cover Memo</td>
</tr>
<tr>
<td>Florida Building Codes Cover</td>
<td>12/27/2017</td>
<td>Backup Material</td>
</tr>
<tr>
<td>Building Officials Model Administrative Code</td>
<td>12/27/2017</td>
<td>Backup Material</td>
</tr>
<tr>
<td>International Property Maintenance Code</td>
<td>12/27/2017</td>
<td>Backup Material</td>
</tr>
<tr>
<td>Winter Park Construction Board of Adjustments meeting 12/01/17</td>
<td>12/27/2017</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
ORDINANCE NO. __________

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING ARTICLE II, CHAPTER 22 OF THE CITY OF WINTER PARK CODE OF ORDINANCES RELATING TO THE BUILDING CODE AND AMENDING ARTICLE V, CHAPTER 22 OF THE WINTER PARK CODE OF ORDINANCES RELATING TO PROPERTY AND BUILDING MAINTENANCE; PROVIDING FOR THE INCORPORATION OF AND MODIFICATIONS TO THE FLORIDA BUILDING CODE AND ASSOCIATED STANDARDS AND REQUIREMENTS; PROVIDING FOR CLARIFICATIONS TO THE CITY’S BUILDING CODE AND PROPERTY AND BUILDING MAINTENANCE CODE; PROVIDING FOR THE INCORPORATION OF CERTAIN ADMINISTRATIVE AND TECHNICAL AMENDMENTS, INCLUDING A FIRE SPRINKLER REQUIREMENT FOR CERTAIN PROPERTIES; DESIGNATING APPLICABLE WIND DESIGN CRITERIA; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, TRANSMITTAL TO THE FLORIDA BUILDING COMMISSION, AND AN EFFECTIVE DATE.

WHEREAS, the Florida Building Code Act of 1998 directed the Florida Building Commission to establish a statewide uniform building code known as the Florida Building Code; and

WHEREAS, the Sixth Edition of the Florida Building Code shall be in effect throughout the state of Florida as of December 31, 2017; and

WHEREAS, the City Commission of the City of Winter Park ("City") recognizes that the enforcement of the Florida building Code is the responsibility of local governments; and

WHEREAS, the City actively participates in the enforcement and regulation of building construction for the benefit of the public safety of its citizens, businesses, and visitors; and

WHEREAS, the City desires to facilitate the enforcement of the Florida Building Code by enacting administrative and technical amendments in accordance with Florida law that meet the needs of its citizens, businesses, and visitors; and

WHEREAS, the City recognizes that there exists an area with a special defined downtown zoning district known as the Commercial (C-2) District, where buildings are located in close proximity to each other with zero setbacks and in many cases are located next to older historic and non-historic buildings, and where there is the potential threat of fire spreading among combustible building types, which require an additional level of fire protection through the provision of fire sprinkler systems due to having combinations of combustible and non-combustible construction types; and
WHEREAS, the City hereby determines that those certain administrative and technical fire sprinkler and other amendments as referenced herein are needed for the safety and public welfare of the citizens, businesses, and visitors to the City; and

WHEREAS, the City recognizes that chapter 553, Florida Statutes, allows local governments to adopt and enact local administrative amendments to the Florida Building Code that are more stringent than the minimum standards described therein so long as such amendments are transmitted to the Florida Building Commission within thirty days after enactment and are made available to the general public in a useable format; and

WHEREAS, the City recognizes that chapter 553, Florida Statutes, allows local governments to adopt and enact local technical amendments to the Florida Building Code Act that address local needs requiring the strengthening of the requirements of the Florida Building Code subject to the requirements of section 553.73(b), Florida Statutes; and

WHEREAS, the City finds that such local technical amendments are no more stringent than necessary to address the local needs for same, the additional requirements are not discriminatory against materials, products, or construction techniques of demonstrated capabilities, and the additional requirements do not introduce new subject not addressed in the Florida Building Code; and

WHEREAS, the City has and shall make readily available, in usable format, all technical amendments adopted as referenced herein, and the City has considered and shall include in its transmittal to the Florida Building Commission a fiscal impact statement which documents the costs and benefits of the proposed technical amendment. Such fiscal impact state includes the impact to local government relative to enforcement, the impact to property and building owners, as well as to industry, relative to the cost of compliance; and

WHEREAS, the City has determined that all technical amendments enacted hereby are based upon a review of local conditions, which review demonstrates by evidence or data that the City exhibits a local need to strengthen the Florida Building Code beyond the needs or regional variation addressed by the Florida Building Code;

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

Section 1. Recitals. The City Commission hereby ratifies, approves, and adopts the preceding recitals, which constitute the legislative findings of the City Commission and same shall be fully incorporated herein.

Section 2. That Article II, Chapter 22 of the City of Winter Park Code of Ordinances entitled “Building Code” is hereby amended to read as follows (struckout text indicates deletions; underlined text indicates additions; and non-referenced sections shall remain unchanged):

ARTICLE II. – BUILDING CODE.
Sec. 22-27. – Codes adopted by reference.

The Fifth Sixth Edition Florida Building Code, including all volumes: Building, Existing Building, Fuel Gas, Plumbing, Mechanical, Accessibility, Energy Conservation and Residential, as published by the International Code Council, Inc., (Country Club Hills, Illinois) is hereby adopted by reference and is automatically in effect as required by Florida Statutes and shall include administrative and technical amendments in this article as deemed appropriate to meet local needs and to facilitate the administration of the Florida Building Code.

Sec. 22-28. – Amendments to the Florida Building Code.

All volumes of the Florida Building Code as adopted in section 22-27 are amended with administrative amendments contained in this section in the following respects:

* * *


* * *

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the building official shall determine if the proposed work constitutes substantial improvement or repair of substantial damage. Where the building official determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by this code, the building official shall require the building to meet the requirements of Section 1612 Flood Loads.

* * *

105.4.1.3 In constructing, renovating or building a new one or two family dwelling, additions onto one or two-family dwellings or accessory buildings work under the permit must be substantially completed within 12 calendar months after the time the work is commenced or else the permit shall become invalid. If such permit becomes invalid, no new permit shall be issued covering the same work or any portion thereof if the effect of such permit would be to allow completion of the work begun under the original permit unless an extension or reinstatement of the original permit is granted by the building official after receiving in writing
reasons for the delay in completion of the building for good cause (see Section
105.4.1.4). When extending or reinstating a residential permit the building
official may impose additional conditions to limit noise, storage of materials or
debris, cleanliness of the building site, work hours, construction worker parking
or take other actions that will minimize the negative impact of an active
construction project for surrounding properties. Furthermore any structural work
partially completed on the property where the permit became invalid shall be
removed and the property cleaned to the satisfaction of the building official. If the
property owner or holder of the invalidated permit fails to remove the structure
and clean the property within 30 days of the invalidation date, then the building
official may take the necessary action to have the structure removed and have the
property cleaned with all costs assessed against the property owner and if unpaid
for 30 days shall be assessed as a lien against the property. Failure to comply with
this section may require referring this matter to the Code Compliance Board to
assess fines or other corrective actions.

Standard criteria that may be applied when extending or reinstating an expired
permit or when preparing a construction management plan for any building
project:

1. Limitation of noise: In addition to the specific prohibitions of noise from
construction activities in Section 62-97 of Chapter 62, Article II "Noise
and Disturbance Control," construction activity noise may be limited to
week days between the hours of 8AM and 5PM.

2. Limitation of site cleanliness and storage of materials: In addition to the
requirements addressing construction debris in Section 105.24, clean up of
debris and discarded construction material may be required every 7 days;
and storage of building material not in use may be limited to a storage
period of 30 days or less.

3. Limitation of work hours to 8AM to 5PM, Monday through Friday, in
addition to prohibition of work on excluding holidays.

4. Parking of all vehicles, trailer(s) and equipment related to the construction
project is limited to onsite parking or parking on a remote non-
residentially zoned site.

105.4.1.4 With respect to commercial or multifamily building projects,
construction activity which has commenced under a valid building permit shall
proceed without stoppages of work exceeding ninety (90) days or ninety (90) days
after the last inspection after which the building permit may be revoked and
become void and the project shall be deemed an inactive construction site for the
purpose of this Section. The licensed contractor and/or property owner shall
maintain all construction sites in a safe condition and shall provide fencing or
other protective barriers if needed for security and safety on active or inactive construction sites. All building sites shall be kept clean so as to minimize unsafe or hazardous conditions and unsightly appearance. Active construction sites shall be protected as directed by the Florida Building Code and the building official. When extending or reinstating a non-residential or multifamily residential permit the building official may impose additional conditions to limit noise, storage of materials or debris, cleanliness of the building site, work hours, construction worker parking or take other actions that will minimize the negative impact of an active construction project for surrounding properties.

* * *

Upon a determination by the building official that the subject project is not in compliance with this section, the licensed contractor or property owner may appeal the building official's decision to the Construction Board of Adjustments and Appeals to affirm or to amend and modify the decision of the building official. Failure to comply with any of these actions will result in the Building Official referring the matter to the Code Compliance Enforcement Board. If the Code Compliance Enforcement Board finds a serious threat to public health, safety and welfare, the Code Compliance Enforcement Board may recommend reasonable repairs to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with a fine, as provided for in Section 162.09, Florida Statutes.

* * *

105.4.1.8 The building official is authorized to reject new permit applications from a contractor who holds expired permits or inactive permits not resolved to comply with the building code or other applicable codes as determined by the building official. For the purposes of this subsection, a closed permit shall mean a permit for which all requirements for completion have been satisfied or a permit that has been administratively closed by the building official. An open permit shall mean a permit that has not satisfied all requirements for completion under conditions of the permit as determined by the building official. The building official is authorized to administratively close expired or inactive trade permits after 6 years based upon expiration when no known safety hazard exists and no code violations have been previously identified.

Section 105.5 and 105.5.3 is added to read as follows:

105.5 Construction Site Management Plan (referenced hereafter as “Management Plan”) The building official may require a detailed site management plan and completion schedule prior to the approval of a building permit or during the process of completing any active or inactive construction or demolition project. The site management plan shall, at a minimum, provide specific information outlining where all the location of construction worker
parking, construction equipment, material storage and temporary structures will be located on the site under construction or on nearby properties, and methods of debris removal including compliance with the city’s waste franchise agreement, and the plan is subject to review and approval by the building official. Additionally, traffic routes to and from the site, pedestrian safety barriers and fencing shall be included on the site management plan and shall be identified for approval. The site management plan must also reflect where displaced public or private parking is temporarily located during the term of the project to the maximum extent feasible. The plan is subject to review and approval by the building official. Failure to comply with the approved site management plan shall result in the placement of a “stop work” order as outlined in Section 115, the issuance of a citation, by referring the violation to be heard by the Code Compliance Enforcement Board or any other remedy provided at law. The approved construction site management plan must be kept at the construction site and be available at all times during the construction process and be made available to the building official or city inspectors.

105.5.3 Closing out or resolving open or expired permits shall be the responsibility of the permit applicant and the property owner. Failure to close out or resolve open permits may be reported to the proper authority by the building official.

* * *

105.21.1 Permit fees. On all buildings, structures, electrical, plumbing, mechanical and gas systems or alterations requiring a permit, a plan review fee for each permit shall be paid as required at the time of applying for the permit, and a fee shall be paid as required at the time of obtaining the permit in accordance with the schedule as established by the city commission of the city as set forth in its schedule of fees. The established permit and plan review fee shall include the costs of services for enforcing the land development code and other municipal or regulatory requirements by city departments involved in the areas of plan review, inspection, and preliminary consultation for a project and administration of the land development code. The amount of refunds for any building permit, including single-family dwellings, shall be determined by deducting the cost of all city services including but not limited to plan review fees. When one year has elapsed from the time of issuance of a permit, no refunds shall be processed. No new permit shall be issued to a building permit applicant who has outstanding unpaid fees from any previous permit issued to said applicant, including but not limited to re-inspection fees, impact fees, or “stop work order” charges or who has outstanding permits which have not received either final inspection approval or a release on abandoned projects after more than six months of inactivity except for extenuating circumstances such as good cause as delineated under Section 105.4.1.7.

* * *
The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles prior to receiving final inspection approval. Construction job sites must be kept clean, free of overgrown weeds and grass over 12 inches in height, and the accumulation of construction debris must not remain on the property for a period of time exceeding 10 days. Dust created during construction or demolition must be contained on the site or close proximity to building or structure through wetting down the dust or materials or through the use of any alternate means that prevents dust from leaving the property. Violation of these conditions shall authorize the building official to place a stop work order on such jobs in violation of this section and require removal of debris and overgrowth, and correction of dust accumulation on site and adjacent properties or streets. Other remedies shall include referring the violation to the Code Enforcement Compliance Board or having all debris removed from job site by the city and charging all costs to the contractor or the property owner and if unpaid for 30 days all costs incurred shall be assessed as a lien against the property.

*     *     *

105.26 Notice provision for demolition of buildings.

(a) Prior to the issuance of a permit for the demolition of a building, the property owner or the designated representative of the owner of the building proposed for demolition shall post a notice on the property where the building is located so as to be easily visible and readable from the abutting street frontage and shall remain in place for 30 days. This notice shall be provided by the City and shall include the following information:

(1) Owner of the property.

(2) Date of posting the notice.

(3) Address of the building planned for demolition and statement that the building will be demolished at the end of the posting period. If demolition is delayed after the posting period then the building and property shall be maintained in good condition, free of debris, overgrowth or other unsightly conditions including removal of silt fencing until such time that demolition commences.

(b) Buildings not required to follow the notice of demolition provisions of this section:

1. Buildings which are determined to be a safety hazard, unsafe, a public nuisance, or otherwise dangerous and require immediate removal.
2. Accessory buildings, such as detached carports, garages, sheds, storage buildings, arbors, boathouses, greenhouses, and similar detached structures.

3. Other buildings as determined by the building official, such as certain commercial or multifamily buildings, but not including any building listed on the city's registry of historical buildings.

(c) Demolition of structures or buildings identified on the Florida Master Site File shall also comply with applicable provisions of Section 58-481 of the Winter Park Code, which may require an additional posting period as determined by Historic Preservation Board staff.

* * *

107.2.1.1 Site drawings. Drawings shall show the location of the proposed building or structure and of every existing building or structure on the site or lot. The building official may require a boundary line survey prepared by a qualified State registered surveyor.

* * *

110.1 General. Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection. The building official may require a boundary survey showing all setbacks to structures being laid out and detailed on a form board survey or after pouring foundations, floor slabs or for accurate determination of building height in accordance with the zoning code. A copy of the required survey shall be given to the inspector prior to approval of the inspection requested.

* * *

Required inspections listed in Section 110.3 are amended as follows: Required inspections listed in Section 110.3 are amended as follows:
4. Roofing inspection: To be made as two inspections on tile, slate or similar roof coverings or as one inspection on all other roof coverings, and shall at a minimum include the following building components:

☐ dry-in
☐ insulation
☐ roof coverings
☐ flashing

Re-roof sheathing inspection. An affidavit with a notarized signature of the licensed roofing contractor verifying that all replaced sheathing and fasteners used comply with criteria required by the Existing Building Code may be accepted at the discretion of the building official.

*   *   *

6. Swimming pool inspection:

Inspections for Residential swimming pools

☐ First inspection: to be made after excavation and installation of reinforcing steel, bonding, main drain piping sizing and pressure test and main drain and prior to placing of concrete.

☐ Second inspection: underground piping in open trench with pressure test and underground electric bond wire to the equipment.

☐ Third inspection (deck inspection): to be made prior to installation of the deck material (with forms, deck drains, trench with equipotential bonding and any reinforcement in place.

☐ Fourth inspection (safety inspection): bonding connections for light niche, installation of proper drain covers and completion of barrier prior to filling the pool with water.

☐ Fifth inspection (final electrical inspection): electrical bonding equipment connections, GFCI devices and disconnects.

☐ Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

Commercial swimming pools may require additional inspections.
Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in the Florida Building Code (Section 454.2.17).

Specific swimming pool inspections required below:

1st. — Pool steel & ground: Pipe sizing and pressure test.
2nd. — Plumbing rough: Trench, bond wire, piping placement and pressure test.
3rd. — Deck inspection: Size, location and bonding grid.
5th. — Pool electrical final: Electrical bonding, equipment connections, GFCI devices, and disconnects.
6th. — Pool final: Total Dynamic head pressure, permanent barrier or alarms and pool swim out.

* * *

110.3.9 Final inspections. The licensed contractor and permit holder shall be responsible for obtaining final inspections and a certificate of occupancy or certificate of completion for all permits within a timely manner after completion of work. Timely shall mean immediately after completion of work within 30 calendar days after completion of work. Failure to obtain such final inspections and certificates of occupancy or certificate of completion shall be a violation of this article.

* * *

111.1.1 Issuing Certificate of Occupancy. Upon completion of construction of a building or structure and installation of electrical, gas, mechanical and plumbing systems in accordance with the technical codes, reviewed plans and specifications, and after the final inspection approval, and after verification that all any septic system permits have received an approved final inspection where applicable, and after approval of other City departments involved in the inspection of the building or site, the building official shall issue a Certificate of Occupancy containing the information listed in Section 111.2 of the Florida Building Code and any other information required by the city. Delays in obtaining a certificate of occupancy by the contractor or property owner after fulfilling the above listed
conditions will result in the automatic issuance of the certificate of occupancy with the issuance date recorded as the date on which final inspection approval occurred.

* * *

113.1 *Membership.* There is hereby established a board to be called the construction board of adjustments and appeals, which shall consist of 7 members and one alternate member. The alternate, or a regular member of this board shall also be licensed and employed or practicing in one of the trades professions regulated by this board or may be a member that is a fire code professional in order qualify the board to hear cases or appeals concerning the Florida Fire Prevention Code. The board shall be comprised of 2 licensed contractors (building, residential or general), one licensed include a practicing architect, a one licensed structural engineer, two licensed construction contractors, a one licensed master electrician, a one licensed master plumber, and one licensed or a mechanical contractor or mechanical engineer. By state statute, this board is required to have at least one fire protection contractor, a fire protection design professional, a fire department operations professional, or a fire code enforcement professional. The board members shall be appointed by the mayor and confirmed by the city commission.

* * *

113.3 *Quorum.* Four members of the board shall constitute a quorum, in the case of a matter or case concerning an electrical, plumbing, or mechanical or fire code matter before the board, the respective appointee knowledgeable of that field shall be present in order to make a decision. In hearing appeals of the enforcement of the application of any provisions of the building codes including electrical, plumbing, fuel gas, or mechanical, energy or accessibility volumes of the Florida Building Code or in modifying an order of the building official, affirmative votes of the majority present, but not less than 3 affirmative votes, shall be required. A board member shall not act in a case in which he has a personal interest.

* * *

113.4 *Executive Secretary or Clerk of board.* The building official or designee of the building official shall act as staff liaison of the construction board of adjustments and appeals and shall make a detailed record of all its proceedings, which shall set forth the reasons for its decisions, the vote of each member, the absence of a member, and any failure of a member to vote.

* * *

114.2 *Notice of violation.* The building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a
permit or certificate issued under the provisions of this code. Such order shall
direct the discontinuance of the illegal action or condition and the abatement of
the violation. Appeals of the Notice of Violation may be filed and heard by the
Board of Adjustments and Appeals in accordance with the appeal procedure
outlined in Section 113. Failure to comply with the Notice of Violation may result
in referring the matter to the Code Compliance Enforcement Board who are
empowered to impose fines in accordance with procedures set forth in Section 2-
107 of the Winter Park Code of Ordinances.

* * *

116.2. Public nuisances. Public nuisances are defined in section 22-177(202)
under "nuisance". When nuisance conditions or hazards degenerate or
cumulatively impact on structures, dwellings, or other buildings regulated by this
code, to the extent that repair, removal, securing or demolition is necessary for the
public health, safety and welfare, then the building official or his designee or the
code compliance enforcement board is authorized to order the property owner or
city agents to repair, remove, secure, vacate or demolish such structures according
to procedures outlined in this chapter. These powers are hereby declared to be
remedial and essential for the public interest, and it is intended that such powers
be liberally construed to effectuate the purposes stated herein.

* * *

454.3 (Building) and R4501.17.1.16 (Residential) swimming pool enclosure
protection during construction. During the construction of public or private
swimming pools, the permanent fence or wall meeting all applicable requirements
of the Florida Building Code, Residential Volume, Chapter 45, or a temporary
fence at least four (4) feet in height above the grade shall be installed. This fence
or wall shall be closed, latched and locked at all times, except when work is in
progress and workmen are on the site. The temporary fence shall not be removed
except when the permanent fence, wall, enclosure or swimming pool is being
actively constructed. At no time shall the pool be left by workmen unless secured
by either the permanent or temporary enclosure. Swimming pool barrier
protection shall allow bodies of water such as lakes, canals and streams to serve
as one side of the required barrier when the water frontage is at least six feet wide
beyond the shoreline, and the side yard fence barrier proceeds at least one foot
into the water body or the fence continues to the edge of the water to the top of a
canal or stream bulkhead wall. Provisions in this section apply to swimming
pools on building sites, including commercial, residential or multifamily
projects. Failure to maintain enclosure protection security with a swimming pool
protection barrier shall cause the city to secure the pool from outside entry, and
authorize the issuance of a “stop work” order until all fees related to providing a
pool protection barrier have been paid or waived by the building official minus
costs.
Sections 903.1 and 903.2.13 shall be in addition to the fire sprinkler provisions required in the Florida Building Code, which is amended as follows:

**903.2.13** Approved automatic sprinkler systems shall be provided in all buildings in the Commercial (C-2) zoning district as defined in the Land Development Code (Chapter 58) on properties bounded by New York Avenue (on the west), Swoope Avenue (on the north), Knowles Avenue (on the east), and Fairbanks Avenue (on the south) including the projected extension of Knowles Avenue to Fairbanks Avenue.

Section 1609.3 Basic Ultimate wind speed. The ultimate design wind speed $V_{ult}$ in miles per hour, for the development of the wind loads shall be determined by Figures 1609.3(1)A, 1609.3(2)B and 1609.3(3)C. The ultimate design wind speed $V_{ult}$ for use in the design of Risk Category II buildings and structures shall be obtained from Figure 1609.3(1)A. The ultimate design wind speed $V_{ult}$ for use in the design of Risk Category III and IV buildings and structures shall be obtained from Figure 1609.3(2)B. The ultimate design wind speed $V_{ult}$ for use in the design of Risk Category I buildings and structures shall be obtained from Figure 1609.3(3)C. The ultimate design wind speeds, $V_{ult}$, determined by the local jurisdiction shall be in accordance with Section 26.5.1 of ASCE 7. The exact location of wind speed lines shall be established by local ordinance using recognized physical landmarks such as major roads, canals, rivers and lake shores wherever possible. For the purpose of complying with the structural requirements related to wind loads, all buildings and structures including one and two family dwellings shall comply with the following ultimate design wind speeds $V_{ult}$:

1) Risk Category I: 130 mph
2) Risk Category II: 139.9 mph
3) Risk Category III and IV: 150 mph

As indicated in Figures 1609.3(1), (2) and (3) A, B, and C, linear interpolation between wind contour lines is permitted.

Exception: Buildings designed utilizing one of the alternate prescriptive wind design standards permitted in the Florida Building Code.

This wind speed determination provided herein is an administrative amendment to the Florida Building Code for the purpose of giving guidance to designers and to
provide uniformity with neighboring jurisdictions and is not a local technical amendment or change in the published Florida Building Code wind load criteria.

* * *

Section 3. That Article V, Chapter 22 of the City of Winter Park Code of Ordinances entitled “Property and Building Maintenance” is hereby amended to read as follows (struckout text indicates deletions; underlined text indicates additions; and non-referenced sections shall remain unchanged):

ARTICLE V. - PROPERTY AND BUILDING MAINTENANCE

Sec. 22-176. - Code adopted.

The International Property Maintenance Code, 2018 edition, as published by International Code Council, Inc., is hereby adopted by reference, together with modifications and amendments contained in this article, and shall be known as the property and building maintenance code of the city. All references within the International Property Maintenance Code to the International Code(s) shall refer to the applicable Florida Building Code(s).

Sec. 22-177. - Amendments.

The International Property Maintenance Code, 2018 edition, is hereby amended in the following respects:

General: All references to the International Building, Plumbing, Mechanical, Fuel Gas, Fire, Electrical and Zoning Codes shall mean the respective building, residential, plumbing, mechanical, gas, fire, and electrical rules and requirements as incorporated into the Florida Building Codes, Florida Fire Prevention Code, and zoning codes of the city along with amendments adopted herein.

* * *

Section 105.3 is amended as follows:

105.3 Required testing and assessments. Whenever there is insufficient evidence of compliance with the provisions of this code or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the code official shall have the authority to require tests or assessments to be made as evidence of compliance at no expense to the City. Required assessments include and are not limited to mold assessments by a mold assessor licensed by the State.
108.8 Public nuisances. Public nuisances are defined in section 202 “General Definitions” 22-177(202) under "nuisance". When nuisance conditions or hazards degenerate or cumulatively impact on structures, dwellings, or other buildings regulated by this code, to the extent that repair, removal, securing or demolition is necessary for the public health, safety and welfare, then the building official or his designee or the code compliance enforcement board is authorized to order the property owner or city agents to repair, remove, secure, vacate or demolish such structures according to procedures outlined in this code. These powers are hereby declared to be remedial and essential for the public interest, and it is intended that such powers be liberally construed to effectuate the purposes stated herein.

110.1 General Unsafe buildings or structures. The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than 90 days, to demolish and remove such structure; or where a nuisance exists, the code official shall order the owner of the premises to correct or remove conditions causing the nuisance. The existence of a nuisance shall constitute a violation of this code.

Section 202. General definitions is amended by adding or altering the following definition:

[Note: See Definitions in International Property Maintenance Code Chapter 2]

Nuisance. The following shall be defined as nuisances: It is a public nuisance for any person owning, leasing, occupying or having charge of any premises in this city to maintain, or permit to exist, such premises in such manner that any one or more of the following conditions are to exist thereon:

(14) Vegetation, including dry grass, dead shrubs, dead trees, combustible refuse and waste, or any material growing upon the area between the traveled way and the property line, sidewalks or upon private property which by reason of size, manner of growth and location would create any one or more of the following:
a. A condition likely to constitute a fire hazard to any building, improvement or other property, or when dry will in reasonable probability constitute a fire hazard;

b. A condition likely to harbor rats, vermin or other similar creatures constituting a health hazard; or

c. Causes appreciable harm or material detriment to the aesthetic and/or property values of surrounding property; or

d. Creates a safety hazard due to slipping or tripping on sidewalks or similar surfaces.

* * *

(18) Waste on the premises in open view or can be seen from an adjacent property which by reason of its location is unsightly and interferes with the reasonable enjoyment of property by neighbors, detrimentally affects property values in the surrounding neighborhood or community or which would materially hamper or interfere with the suppression of fire upon the premises or adjacent premises and which is visible from public property or from neighboring properties for a period of time in excess of ten days. "Waste" is defined for the purpose of this section as unused or discarded matter and material which consists (without limitation or exclusion by enumeration) of such matter and material as rubbish and refuse and matter of any kind including, but not limited to, rubble, debris, asphalt, concrete, plaster, tile, rocks, bricks, soil, building materials, crates, cartons, containers, boxes, furniture and household equipment or parts thereof, lumber, trash, dirt, machinery or parts thereof, scrap metal and pieces of metal, ferrous or nonferrous, bottles, bedding, etc.

* * *

(22) The substantial lack of maintenance of grounds including but not limited to dead grass, lack of sod (grass) or surface coverings within the city on which structures exist, where the grounds are viewable by the public from a public right-of-way or viewable from the sites of neighboring properties, where such condition would cause appreciable harm or material detriment to the aesthetic and/or property values of surrounding properties.

* * *

302.4.2 Notice. The city shall notify in writing the owner of any lot, place or area within the city or the agent of such owner or the occupant to cut, destroy or remove any weeds, grass, trash, rubbish or noxious matter found growing, lying or located on such owner or occupant's property or upon the sidewalk or street right-of-way abutting the property and that, upon the failure of the owner or agent
or occupant to do so. The city will cause such weeds, grass, rubbish or noxious matter to be cut, destroyed or removed. Such notice shall be by certified mail, addressed to the owner or agent of the owner or occupant, at his last known address, or by hand delivery to the owner or agent of the owner or occupant. In lieu of notice by certified mail, in addition, a notice may be posted on the property upon which the violation is alleged to exist and at the primary municipal government office of code enforcement, and proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date, and the place of its posting. Notice by posting may run concurrently with, or may follow an attempt or attempts to provide notice by hand delivery or by mail, as required by this subsection.

* * *

302.8.4.3 If no appeal is submitted in writing to the office of Code Compliance made and the abandoned or disabled vehicle remains in violation after the ten calendar-day period, the city shall cause such vehicle on private property to be removed to a storage facility approved by the city and thereafter disposed of in accordance with applicable state law or city ordinance.

* * *

304.3 Premises identification. Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property, in accordance with Article VII, Numbering of Buildings, of this Chapter.

* * *

304.6. Exterior walls. Every exterior wall shall be free of holes, breaks, loose or rotting boards or timber, chipped paint, decaying substance conditions and any other conditions which might admit rain, or dampness to the interior portions of the walls or to the occupied spaces of the building. All siding material shall be kept in repair. All exterior surfacing material shall be painted or properly surface coated (except brick, stone or other natural material which does not require the application of a weatherproofing substance) and in good repair after scraping and removing any loose paint or surfacing material.

* * *

Section 4. Codification. It is the intention of the City Commission of the City of Winter Park that sections II and III of this ordinance shall become and be made a part of the Code of Ordinances of the city; and that sections of this ordinance may be numbered or renumbered or lettered or relettered and the word "ordinance" may be changed to "chapter," "section," "article," or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the code is accomplished, sections of this ordinance may be
numbered or renumbered or lettered or relabeled and typographical errors which do not affect the intent may be authorized by the city manager, without need of public hearing, by filing a corrected or recodified copy of same with the city clerk.

Section 5. Conflicts. If any ordinances or parts of ordinances are in conflict herewith, this ordinance shall control to the extent of such conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses or phrases under application shall not be affected thereby.

Section 7. Transmittal. This ordinance enacting technical and administrative amendments to the Florida Building Code shall be transmitted to the Florida Building Commission within 30 days after enactment.

Section 8. Effective Date. Administrative amendments herein to the Florida Building Code shall take effect immediately upon this ordinance’s adoption. Technical amendments herein shall take effect immediately upon the expiration of thirty (30) days after such amendments have been received and published by the Florida Building Commission.

First reading held on the _____ day of _______________, 2018.

Second reading, public hearing, and adoption held on the _____ day of _______________, 2018.

City of Winter Park
City Commission

_______________________________
Steven M. Leary, Mayor

Attest: _______________________
Cynthia S. Bonham, City Clerk

Click on a title to view:

- Florida Building Code - Accessibility
- Florida Building Code - Building
- Florida Building Code - Energy Conservation
- Florida Building Code - Existing Building
- Florida Building Code - Fuel Gas
- Florida Building Code - Mechanical
- Florida Building Code - Plumbing
- Florida Building Code - Residential
- Florida Building Code - Test Protocols for High-Velocity Hurricane Zones

Helpful Links

- ICC Website
- ICC Product Store
- Evaluation Reports of products not prescribed in the code
BOAF MODEL ADMINISTRATIVE CODE
7/28/17
MINUTES

PRESENT
Rodney, Kincaid, (Chairman), Eddie Cox, Joe Fisher, Frank Gay, Mark Sylvain, Bill Maroon, Joe Fisher. Staff members present: Ashley Ong, Asst. Bldg Official. Kris Stenger, Assistant Director, George Wiggins, Building Director and Georgette Harper, Recording Secretary. Robert Harris was absent.

APPROVAL OF MINUTES
Joe Fisher made a motion, seconded by Bill Maroon to approve the minutes from the January 7, 2016 meeting. The minutes were approved by unanimous vote.

NEW BUSINESS

Mr. Kincaid, Chair, asked that each member introduce themselves and give their area of expertise since the Board has not met for nearly a year. The purpose of the meeting is to hear from City staff concerning updating of the local administrative and technical amendments to the upcoming 6th Edition of the Florida Building Code. Mr. Kincaid asked Mr. Wiggins to review the Ordinance which proceeded as follows:

WINTER PARK BUILDING CODE ADMINISTRATIVE ORDINANCE


At the time of each 3 year update of the Florida Building Code each jurisdiction in the State must either carry forward local administrative and technical amendments to the Building Code or make any necessary changes to facilitate the local enforcement and administration of the Florida Building Code.

Summary of Winter Park administrative & technical amendments:

Pages 1-2: Basis for establishment of local administrative and technical amendments is set forth in the “Whereas” statements.

Page 4: Provision added to strengthen penalty for leaving a residential construction project unfinished, which often results in an eyesore or safety hazard in a neighborhood. Includes criteria that can be required when extending permit to mitigate disruption to neighboring property owners.

Page 5: Provision added from BOAF Model Admin Code dealing with expired, open and closed permits, including a mechanism to address contractors that fail to close out expired permits.

Page 6: Amends requirements under “Construction Management Plans” to include method of debris removal highlighting the need to comply with the city’s waste franchise agreement. Clarifies that closing out permits is responsibility of the permit applicant and property owner. Includes language on what services are covered with permit fees.

Page 7: Requires that buildings planned for demolition be maintained in good condition and not unsightly, overgrown, etc if demolition if demolition is delayed.

Page 8: Cross references requirements for certain buildings listed in the Florida Master Site File which are applying for a demolition permit that need to also comply with an additional waiting period under the City’s Historic Preservation Ordinance. Further clarifies requirement for boundary survey for new construction.

Pages 9-10: Updates Roofing and Swimming Pool inspection criteria. Requires contractor or permit holder to obtain final inspection in a timely manner.

Page 11: Updates membership of Construction Board in accordance with State Statute requiring a fire code professional to be a Board member when hearing a fire code appeal.

Page 12: Provision strengthens actions to be taken by City to ensure swimming pool barrier is in place during construction. Adds technical amendment requiring fire sprinklers for new construction in the Central Business District. This provision had been in place for many years.

Page 13: Clarifies for designers the exact wind speed to be used for new construction under the ultimate design wind speed criteria, $V_{ult}$ based on the three risk categories outlined in the Code.
Pages 14-18: Updates our property maintenance standards to current edition (2018) of the International Property and Maintenance Code and various amendments to this Code are delineated. Most of the changes incorporated here are further clarification of changes already in place. All references throughout this ordinance which had referred to the Code Enforcement Board have been changed to Code Compliance Board, which corresponds to the name change from Code Enforcement Division to Code Compliance Division which is located within the City’s Fire Department.

Various Board members asked questions for clarification throughout the discussion of the amendments to the ordinance.

Kris Stenger, our Assistant Director and Ashley Ong, Assistant Building Official highlighted some of the updated items in the 6th Edition of the Florida Building Code.

Joe Fisher brought up the need for close examination of lathe, stucco and adherence to proper water proofing on the exterior of new buildings including homes. He has contacts with experts in this area that may be available to come meet with our inspection staff. Mr. Wiggins stated that we would welcome that opportunity to receive training on accurate code application in this area for all of our staff.

The Board felt that the amendments to our local building code ordinance are needed and in line with the next edition of the Florida Building Code.

**ACTION**

A motion was made by Frank Gay and seconded by Mark Sylvain to recommend approval of this ordinance to the City Commission and passed by a vote of 6-0.

The meeting was adjourned at 8:55 AM.

______________________________
Georgette Harper
Recording Clerk
subject
Ordinances - Request of the Mayflower Retirement Community to amend the “Comprehensive Plan” Future Land Use map to change portions of the property at 2141 Oakhurst Avenue from a Single Family Future Land Use designation to a Low Density and Medium Density Residential Future Land Use designation and to amend the official Zoning map to change portions of the property at 2141 Oakhurst Avenue from Single Family (R-1A) district Zoning to Low Density Residential (R-2) and Medium Density Multi-Family Residential (R-3) district Zoning to allow expansions to the facilities of the Mayflower Retirement Community. (1)

motion / recommendation
Recommendation to approve the Future Land Use and Zoning amendments.

background
The Mayflower Retirement Community was a project originally approved by Orange County when the property was outside the city limits. Since most of the prospective residents were to be Winter Park retirees moving to the Mayflower from their homes in the City, there was interest in annexing into the City. In 1988 the City annexed the Mayflower property (along with the vested Orange County development approvals) and also annexed the Aloma Shopping Center and Crealde Art Center, Crealde Condos, etc.

The Mayflower has operated since 1989 with 240 apartments, approximately 30 assisted living units and 60 skilled nursing beds. In 1996, the 28 existing villa homes were built for new residents. This proposed expansion maintains the 60 skilled nursing beds, increases the assisted living units from 30 to 45, adds 28 beds in the new memory care facility, and adds the 40 new villa/apartment units.

Site and Future Land Use/Zoning Changes: The entire development site of 1620 Mayflower Court and 2141 Oakhurst Avenue comprises 15.5 acres, and is currently vacant. To the north/east is the Interlachen County Club golf course, to the south is the Publix/Aloma Shopping Center, and to the west single family homes. The 1620 Mayflower Court property currently has a High Density Residential Future Land Use designation and is zoned R-4. The applicant is not requesting to change
the Future Land Use or zoning designations of 1620 Mayflower Court. The 2141 Oakhurst Avenue property currently has a Single Family Future Land Use designation and is zoned R-1A. For the Oakhurst property, the applicant is requesting to change the eastern 57.9 feet of the southern 660 feet to Medium Density Residential Future Land Use and R-3 zoning, to leave a 50 foot buffer with the existing Future Land Use and zoning designations on the west and north portions of the property, and to change the remaining area to Low Density Residential Future Land Use and R-2 zoning. The attached map provides a visual representation of this request.

The Single Family portion will remain an undeveloped buffer for the adjacent residential neighborhood. The Low Density Residential portion will be utilized for stormwater retention, a maintenance building, and parking for the project. The Medium Density portion will be utilized for portions of the independent living and memory care building, and this land use designation is necessary because of the three-story component to these buildings. Staff feels that this provides an adequate visual and sound buffer to the adjacent residential neighborhood, and is an ideal transition from Single Family to High Density Residential land uses.

**Summary:** The staff, as well as the P&Z Board were in support the changes in the Comprehensive Plan Future Land Use and Zoning from Single Family (R-1A) to Low Density Residential (R-2) and Medium Density Residential (R-3) because the request leaves untouched a 50 foot buffer area next to the adjoining homes of single family land use and zoning. Thus, the Mayflower cannot build or develop anything in that 50 foot perimeter buffer area. Additionally there is a logical land use transition moving west to east from Single Family (R-1A) to Low Density (R-2) to Medium Density (R-3) to High Density (R-4) Residential.

**Planning and Zoning Board Minutes – January 4, 2018:**

**REQUEST OF THE MAYFLOWER RETIREMENT COMMUNITY TO:** Amend the "COMPREHENSIVE PLAN" FUTURE LAND USE MAP to change portions of the property at 2141 OAKHURST AVENUE FROM A SINGLE FAMILY FUTURE LAND USE DESIGNATION TO A LOW DENSITY AND MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE DESIGNATION TO ALLOW EXPANSIONS TO THE FACILITIES OF THE MAYFLOWER RETIREMENT COMMUNITY.

**REQUEST OF THE MAYFLOWER RETIREMENT COMMUNITY TO:** Amend the official zoning map to change portions of the property at 2141 OAKHURST AVENUE FROM SINGLE FAMILY (R-1A) DISTRICT ZONING TO LOW DENSITY RESIDENTIAL (R-2) DISTRICT ZONING AND MEDIUM DENSITY MULTIPLE-FAMILY RESIDENTIAL (R-3) DISTRICT ZONING TO ALLOW EXPANSIONS TO THE FACILITIES OF THE MAYFLOWER RETIREMENT COMMUNITY.

**REQUEST OF THE MAYFLOWER RETIREMENT COMMUNITY FOR:** Preliminary and Final Conditional Use Approval for expansions to the facilities of the Mayflower Retirement Community to include a 3-story healthcare (skilled nursing) building; a 1-story memory care building; a 1-story clubhouse and 40 new villa units in four separate 3-story buildings on the combined 15.5 acres of vacant property at 1620 Mayflower Court and 2141 Oakhurst Avenue.
Planning Manager Jeff Briggs presented the staff report. Mr. Briggs explained that the Mayflower Retirement Community is requesting:

1. Change of the Comprehensive Plan Future Land Use designation from Single Family to Low and Medium Density Residential on portions of 2141 Oakhurst Avenue (see attached map).
2. Changes of Zoning from Single Family (R-1A) to Low and Medium Density Multi-Family (R-2 and R-3) on portions of 2141 Oakhurst Avenue (see attached map).
3. Conditional Use approval to expand the facilities of the Mayflower Retirement Community to include a three-story health care (skilled nursing) building, a one-story, memory care building, a one-story, clubhouse, 40 new villa units in four separate three-story buildings, and a one-story maintenance building on the combined property at 1620 Mayflower Court and 2141 Oakhurst Avenue.

Mr. Briggs gave the Board an overview of the history of the Mayflower Retirement Community stating that the Mayflower was a project originally approved by Orange County when the property was outside the city limits. Since most of the prospective residents were to be Winter Park retirees moving to the Mayflower from their homes in the City, there was interest in annexing into the City. In 1988 the City annexed the Mayflower property (along with the vested Orange County development approvals) and also annexed the Aloma Shopping Center and Crealde Art Center, Crealde Condos, etc.

He explained that the Mayflower has operated since 1989 with 240 apartments, approximately 30 assisted living units and 60 skilled nursing beds. In 1996, the 28 existing villa homes were built for new residents. This proposed expansion maintains the 60 skilled nursing beds, increases the assisted living units from 30 to 45, adds 28 beds in the new memory care facility, and adds the 40 new villa/apartment units.

Mr. Briggs reviewed site and zoning/future land use changes stating that the entire development site of 1620 Mayflower Court and 2141 Oakhurst Avenue comprises 15.5 acres, and is currently vacant. He stated that to the north/east is the Interlachen County Club golf course, to the south is the Publix/Aloma Shopping Center, and to the west single family homes. The 1620 Mayflower Court property currently has a High Density Residential Future Land Use designation and is zoned R-4. The applicant is not requesting to change the Future Land Use or zoning designations of 1620 Mayflower Court. The 2141 Oakhurst Avenue property currently has a Single Family Future Land Use designation and is zoned R-1A. For the Oakhurst property, the applicant is requesting to change the eastern 57.9 feet of the southern 660 feet to Medium Density Residential Future Land Use and R-3 zoning, to leave a 50 foot buffer with the existing Future Land Use and zoning designations on the west and north portions of the property, and to change the remaining area to Low Density Residential Future Land Use and R-2 zoning. He noted that the Single Family portion of the property would remain an undeveloped buffer for the adjacent residential neighborhood and the Low Density Residential portion will be utilized for storm water retention, a maintenance building, and parking for the project. The Medium Density portion will be utilized for portions of the independent living and memory care building, and this land use designation is necessary because of the three-story component to these buildings. Mr. Briggs expressed that Staff feels that
this provides an adequate visual and sound buffer to the adjacent residential neighborhood, and is an ideal transition from Single Family to High Density Residential land uses.

Mr. Briggs reviewed the proposed project stating that the entire development site of 1620 Mayflower Court and 2141 Oakhurst Avenue comprises 15.5 acres. He noted that the final design is not complete, but the property is to be developed with a three-story health care (skilled nursing) building that will range in size from 58,117 square feet to 63,900 square, a one-story, memory care building that will be 20,672 square feet to 25,000 square feet in size and a one-story clubhouse that will be in the range of 9,000 to 10,000 square feet in size and a one-story, 6,500-square foot maintenance building. The 40 new villa or apartment units are to be in four separate three-story buildings. Each building will be 7,100 square feet in size or 28,400 total square feet total. The combined building/project size totals approximately 127,300 to 133,800 square feet which is a floor area ratio (FAR) of 17-20%. That number is well under the permitted FAR in R-2/R-3 and R-4 zoning, which has maximum FAR’s of 55%, 110% and 200% respectively.

He stated that within the overall 15.5 acre site, are isolated sections of the Crane Strand wetland. The Comprehensive Plan policy from the Conservation Element below specifically states that this is the only wetland within the City where wetland disruption can occur.

**Policy 5-2.4.4: Protection of Wetlands.** The City’s protection of all wetlands in the City (except for the remaining isolated sections of the Crane Strand wetland) including adjacent environmentally sensitive lands shall be to prohibit any building and structures within fifty (50) feet of all designated wetlands. No fill disturbance or development may occur within this fifty (50) foot buffer protection zone.

Mr. Briggs provided additional information on the history of the Crane Strand Wetland and stated that the Mayflower has already received all of the approvals from the SJRWMD for the nine and a half acres of wetlands they already own. Mitigation has already been purchased from the Econlockhatchee River Mitigation Bank. He noted that a new approval from the SJRWMD will be needed for the additional six acres acquired at 2141 Oakhurst Avenue. The arrangement tentatively worked out with the SJRWMD is for the Mayflower to buy additional acreage from the Econlockhatchee River Mitigation Bank. This is a wetland preserve about 20 miles southeast of the City down by the Orlando airport. This agreement allows the destruction of the remaining Crane Strand wetlands in order to preserve functioning wetlands elsewhere. Mr. Briggs discussed issues related to traffic/parking and construction impacts, building architecture, tree preservation and landscaping and storm water retention.

Mr. Briggs also stated that at the City’s Transportation Advisory Board meeting in December, the Board made a motion requesting the City include as a condition of approval that the Mayflower Retirement Center make provisions on their site for a northeast bike trail connector to the proposed St. Andrews Trail. This trail will then make a connection to the Cady Way Trail. Their motion included that the trail itself must be at least 12 feet wide to be consistent with the St. Andrews Trail width, with a three foot buffer on either side that may vary depending on site conditions.
He stated that there are obvious pros and cons to this request from the Transportation Advisory Board. The major benefit is that this would provide a safe bicycle and pedestrian connection for city residents connecting Lakemont Avenue to the Cady Way Trail and vice-versa. The adverse situation is that it creates a public right-of-way on private land to be used by the general public traversing a retirement community. He noted retirement communities are very concerned with safety and security for their residents. However, staff feels that if there is a way to locate the trail to accommodate safety and security concerns, that this would be a benefit to the City as a whole.

Mr. Briggs summarized by stating that Staff is in support the changes in the Comprehensive Plan Future Land Use and Zoning from Single Family (R-1A) to Low Density Residential (R-2) and Medium Density Residential (R-3) because the request leaves untouched a 50 foot buffer area next to the adjoining homes of single family land use and zoning. Thus, the Mayflower cannot build or develop anything in that 50 foot perimeter buffer area. Additionally there is a logical land use transition moving west to east from Single Family (R-1A) to Low Density (R-2) to Medium Density (R-3) to High Density (R-4) Residential. The overall project also accommodates our aging population and staff feels that this project not only provides a needed use to the community, but is compatible to the surrounding area. However, to insure that outcome, staff is recommending conditions to the Conditional use portion of the request as follows:

Staff recommendation was for approval of the Future Land Use Amendment, Rezoning, and the Conditional Use with the following conditions:
1. That the Mayflower Retirement Community explore options to create a northeast connector trail on the Mayflower Retirement Center property of 12 feet wide with a three foot buffer on each side, consistent with the proposed St. Andrews Trail, as recommended by the Transportation Advisory Board.
2. That the Project receive a subsequent approval from the P&Z Board on a fence and landscape plan for the project including the 50 foot perimeter buffer area which utilizes a combination of new trees in the buffer area, cypress trees around the new ponds and those ponds bordering other properties; other landscaping features and fencing to provide a visual and sound buffer for the privacy of the adjoining residences and Crealde condos.
3. In consideration of the multi-year length of the construction period, that the Mayflower limit the hours of construction to no later than 6:00 pm.

Mr. Briggs answered questions from the Board regarding the wetlands, the purpose of the community garden, and a clarification of the request for the northeast connector trail from the Transportation Advisory Board.

Steven Kramer, CEO of the Mayflower Retirement Community represented the applicant. Mr. Kramer gave the Board additional background on the Mayflower, he explained the three levels of living care that the Mayflower provides their residents. He noted that the Mayflower team has done extensive research over the last two years to go over needs of their residents.

Kevin Deck of SFCS Architects, 2122 Maiden Lane, Roanoke, Virginia. Mr. Deck
reviewed the architectural designs for the new expansion.

Joe Kolb, Engineer with VHB, 225 East Robinson Street, Orlando, FL, explained that he is the Engineer of Record for the Mayflower project. He reviewed the preliminary plans for storm water retention, utilities systems, sewer system and traffic.

Chairman Johnston asked the applicant to address what security measures are being taken to insure safety of residents as it has been a constant concern with senior housing over the years. Steve Kramer responded, he stated that the intent is to have an aluminum picket fence that surrounds the entire property. Planning Manager, Jeff Briggs, interjected that from the conditions from Staff, the decision regarding fence type will be based on the plans that come back for the Board to review. Regarding security, Mr. Kramer stated that the gate will be closed 100% of the time.

Chairman Johnston asked Mr. Kramer his opinion on the request for the northeast connector trail from the Transportation Advisory Board. Mr. Kramer stated that the Mayflower has been approached with the request and stated that they are not opposed to a trail, what the Mayflower would like to understand is how the trail would affect the safety and security of its residents. He stated that it would be a great benefit to the community as well as the Mayflower residents. Mr. Kramer stated he hasn’t seen a plan yet that seemed to work, but they are very open to a conversation to see if there is a way to make the trail work, but the concerns for resident safety are most important. Further discussion ensued.

The Board heard public comments from: Bill Segal, 1820 Windsor Avenue; John O’Brien, 2145 Suffield Drive; Barbara Smith, 2427 Gallery View Drive, regarding concerns specific to storm water retention, flooding and equipment traffic during construction.

Additionally, the Board heard from Mike Emmerson, 2115 Taylor Avenue and Dorothy Fox, 640 Lander Road of Winter Park regarding ongoing issues with flooding to Mrs. Fox’s properties. Mr. Emmerson spoke on his mother-in-law, Mrs. Fox. He explained to the Board that Mrs. Fox’s home is flooded several times a year with the summer rains as most of the drainage for the area for the entire area empties out onto Lander Road and into Mrs. Fox’s backyard. He expressed great concern that the flooding would get worse if the problem is not corrected before the new Mayflower construction begins.

No one else wished to speak. The public hearing was closed.

Engineer, Joe Kolb, addressed concerns from the public. He stated that storm water patterns will be maintained throughout the project. He noted that the water management district requires that the Mayflower address all water coming in and out of the property and they are required to maintain all of the drainage patterns and it will be addressed. Mr. Kolb remarked that they will look into the flooding issues with Mrs. Fox’s property and see if can be dealt with at the same time.

Mr. Kolb stated that all heavy equipment for the project construction will be housed on the Mayflower property. He stated that the time frame for construction work will be 8 a.m. to 5 p.m. Monday – Friday.
He also addressed traffic concerns regarding the Gallery at Winter Park Condominiums stating that the Mayflower is aware of the concerns and they are looking at ways to mitigate traffic, especially during the construction periods.

There was further discussion regarding storm water retention and flooding concerns of the residents. Planning Manager, Jeff Briggs, recommended that the Board request to see the final storm water plans along with the landscape fence plan. The Board also discussed that the Applicant should be strongly encouraged to consider adding the northeast connector trail.

**Motion made by Laura Turner, seconded by Sheila De Ciccio to amend the “Comprehensive Plan” Future Land Use Map to change portions of the property at 2141 Oakhurst Avenue from Single Family Future Land Use designation to a Low Density and Medium Density Residential Future Land Use designation to allow expansions to the facilities of the Mayflower Retirement Community.**

Motion carried unanimously with at 5-0 vote.

**Motion made by Owen Beitsch, seconded by Sheila De Ciccio to amend the official zoning map to change portions of the property at 2141 Oakhurst Avenue from Single Family (R-1A) District Zoning to Low Density Residential (R-2) District Zoning and Medium Density Multiple-Family Residential (R-3) District Zoning to allow expansions to the facilities of the Mayflower Retirement Community.**

Motion carried unanimously with a 5-0 vote.

**Motion made by Sheila De Ciccio, seconded by Laura Turner for Recommendation to approve the Future Land Use, Zoning, and Preliminary and Final Conditional Use request with the following conditions:**
1. That the Mayflower Retirement Community explore options to create a northeast connector trail on the Mayflower Retirement Center property of 12 feet wide with a three foot buffer on each side, consistent with the proposed St. Andrews Trail, as recommended by the Transportation Advisory Board.
2. That the Project receive a subsequent approval from the P&Z Board on a fence and landscape plan for the project including the 50 foot perimeter buffer area which utilizes a combination of new trees in the buffer area, cypress trees around the new ponds and those ponds bordering other properties; other landscaping features and fencing to provide a visual and sound buffer for the privacy of the adjoining residences and Crealde condos.
3. In consideration of the multi-year length of the construction period, that the Mayflower limit the hours of construction to Monday through Friday 8 a.m. to 5 p.m.
4. That the Project receive a subsequent approval from the P&Z Board on the final stormwater design for the project, once fully vetted by City staff.
Motion carried unanimously with a 5-0 vote.

alternatives / other considerations
N/A

fiscal impact
N/A

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinance for FLU</td>
<td>1/5/2018</td>
<td>Ordinance</td>
</tr>
<tr>
<td>Ordinance for Zoning</td>
<td>1/5/2018</td>
<td>Ordinance</td>
</tr>
<tr>
<td>Map of Request</td>
<td>1/5/2018</td>
<td>Backup Material</td>
</tr>
<tr>
<td>Current FLU</td>
<td>1/5/2018</td>
<td>Backup Material</td>
</tr>
<tr>
<td>Current Zoning</td>
<td>1/5/2018</td>
<td>Backup Material</td>
</tr>
<tr>
<td>Justification Report</td>
<td>1/5/2018</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
ORDINANCE NO. ______

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, “LAND DEVELOPMENT CODE”, ARTICLE I “COMPREHENSIVE PLAN” FUTURE LAND USE MAP SO AS TO CHANGE THE SINGLE FAMILY FUTURE LAND USE DESIGNATION ON PORTIONS OF THE PROPERTY AT 2141 OAKHURST AVENUE TO A LOW DENSITY AND MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE DESIGNATION, MORE PARTICULARLY DESCRIBED HEREIN PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on January 4, 2018, provided for participation by the public in the process, and rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on January 22, 2018 and on February 12, 2018 and provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.

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

SECTION 1. That Chapter 58 “Land Development Code”, Article I, “Comprehensive Plan” future land use plan map is hereby amended so as to change the future land use map designation of Single Family to Medium Density Residential on the portion of the property at 2141 Oakhurst Avenue, being more particularly described as follows:

THE EAST 57.9 FEET OF THE SOUTH 655 FEET OF THE PROPERTY IDENTIFIED AS 04-22-30-0000-00-005 AND ALSO DESCRIBED AS: BEG SE COR OF SW 1/4 OF NW 1/4 TH RUN N 1328.17 FT W 215.04 FT S 340.9 FT W 252.59 FT S 334.78 FT E 255 FT S 50 FT E 50 FT S 500.88 FT E 142 FT TO POB IN SEC 04-22-30

Agenda Packet Page 139
SECTION 2. That Chapter 58 “Land Development Code”, Article I, “Comprehensive Plan” future land use plan map is hereby amended so as to change the future land use map designation of Single Family to Low Density Residential on the portion of the property at 2141 Oakhurst Avenue, being more particularly described as follows:

THE PROPERTY IDENTIFIED AS 04-22-30-0000-00-005 AND ALSO DESCRIBED AS: BEG SE COR OF SW 1/4 OF NW 1/4 TH RUN N 1328.17 FT W 215.04 FT S 340.9 FT W 252.59 FT S 334.78 FT E 255 FT S 150 FT E 50 FT S 500.88 FT E 142 FT TO POB IN SEC 04-22-30 (LESS THE EAST 57.9 FEET OF THE SOUTH 655 FEET OF SAID PROPERTY AND LESS THE WESTERN 50 FEET AND THE NORTHERN 220 FEET OF SAID PROPERTY)

SECTION 3. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 4. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5. Effective Date. An amendment adopted under this paragraph does not become effective until 31 days after adoption. If timely challenged, an amendment may not become effective until the state land planning agency or the Administration Commission enters a final order determining that the adopted small scale development amendment is in compliance.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _______________, 2018.

Mayor ___________________________________________ Mayor Steve Leary

Attest:

______________________________
City Clerk
ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 58 “LAND DEVELOPMENT CODE” ARTICLE III, “ZONING” AND THE OFFICIAL ZONING MAP SO AS TO CHANGE FROM SINGLE FAMILY (R-1A) DISTRICT ZONING TO LOW DENSITY (R-2) AND MEDIUM DENSITY MULTIPLE-FAMILY RESIDENTIAL (R-3) DISTRICT ZONING ON A PORTION OF THE PROPERTY AT 2141 OAKHURST AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the owners of property at 2141 Oakhurst Avenue has requested Zoning map amendments consistent with the amended Comprehensive Plan, and the requested zoning text change will achieve conformance with the Comprehensive Plan for the property and such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their January 4, 2018 meeting; and

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

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

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

SECTION 1. That Chapter 58 “Land Development Code”, Article III, “Zoning” and the Official Zoning Map is hereby amended so as to change the zoning designation of Single Family (R-1A) District to Medium Density Multiple-Family Residential (R-3) District zoning on a portion of the property at 2141 Oakhurst Avenue, more particularly described as follows:

THE EAST 57.9 FEET OF THE SOUTH 655 FEET OF THE PROPERTY IDENTIFIED AS 04-22-30-0000-00-005 AND ALSO DESCRIBED AS: BEG SE COR OF SW 1/4 OF NW 1/4 TH RUN N 1328.17 FT W 215.04 FT S 340.9 FT W 252.59 FT S 334.78 FT E 255 FT S 150 FT E 50 FT S 500.88 FT E 142 FT TO POB IN SEC 04-22-30
SECTION 2. That Chapter 58 “Land Development Code”, Article III, “Zoning” and the Official Zoning Map is hereby amended so as to change the zoning designation of Single Family (R-1A) District to Low Density Residential (R-2) District zoning on a portion of the property at 2141 Oakhurst Avenue, more particularly described as follows:

THE PROPERTY IDENTIFIED AS 04-22-30-0000-00-005 AND ALSO DESCRIBED AS: BEG SE COR OF SW 1/4 OF NW 1/4 TH RUN N 1328.17 FT W 215.04 FT S 340.9 FT W 252.59 FT S 334.78 FT E 255 FT S 150 FT E 50 FT S 500.88 FT E 142 FT TO POB IN SEC 04-22-30 (LESS THE EAST 57.9 FEET OF THE SOUTH 655 FEET OF SAID PROPERTY AND LESS THE WESTERN 50 FEET AND THE NORTHERN 220 FEET OF SAID PROPERTY)

SECTION 3. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 4. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5. Effective Date. This Ordinance shall become effective upon the effective date of Ordinance ___________. If Ordinance ___________ does not become effective, then this Ordinance shall be null and void.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of ______________, 2018.

Mayor Steve Leary

Attest:

________________________
City Clerk
Mayflower Retirement Center
Future Land Use & Zoning Amendment Request
City of Winter Park
Florida

Legend
- Remain R-1A/Single Family FLU
- R-1A/Single Family FLU to R-2/Low Density FLU
- R-1A/Single Family FLU to R-3/Medium Density FLU
MAYFLOWER RETIREMENT CENTER
Existing Zoning
City of Winter Park
Florida

Legend
- C-1
- C-3
- O-2
- PQP
- R-1A
- R-2
- R-3
- R-4

City of Winter Park, Florida
MAYFLOWER RETIREMENT CENTER
Existing Zoning
City of Winter Park
Florida

Legend
- C-1
- C-3
- O-2
- PQP
- R-1A
- R-2
- R-3
- R-4

Agenda Packet Page 145
JUSTIFICATION STATEMENT
FOR COMPREHENSIVE PLAN AMENDMENT
2141 Oakhurst Ave – City of Winter Park, Florida

The Comprehensive Plan Amendment is for development of property located at 2141 Oakhurst Avenue (Subject Property) in the City of Winter Park, Florida. As shown in Figures 1 and 2, the Subject Property is generally located in the north of SR 426 / Aloma Avenue, east of North Lakemont Avenue and west of the existing Mayflower Retirement Community (Mayflower). The subject property is approximately 8 acres and is currently vacant. The Developer proposes to use the subject property as part of the expansion for The Mayflower Retirement Community located along the subject property’s eastern boundary.

The Mayflower Retirement Community is a Continuing Care Retirement Community (CCRC), which offers a variety of housing options, services and nursing care in one location. The Mayflower offers independent living villas and apartments, as well as assisted-living residences and a health-care center. The facility is proposing an expansion within the vacant area of their current parcel to include a 3-story Healthcare Building (skilled nursing) comprising of approximately 58,117 square feet, a one-story Memory Care Building comprising of 20,672 square feet, a one-story Clubhouse at 9,000 square feet and 10 new Villa Units.

The Subject Property currently has Single Family FLU designation (Figure 3) which has a maximum density of 5 dwelling units per acre, except in an approved Planned Unit Residential Development (PURD), where the maximum density is allowed to increase to 8 dwelling units per acre. The Subject Property is currently zoned R-1A (Figure 5).

Proposed Action

The proposed action is for a Comprehensive Plan Amendment to change the Future Land Use (FLU) designation for a portion of the Subject Property from Single Family to Medium Density Residential (MDR) (Figure 4). The Applicant is proposing to maintain a fifty (50) foot buffer of Single Family FLU area along the western boundary of the Subject Property. In addition to the comprehensive plan amendment, a rezoning request is being submitted to rezone the Subject Property from R-1A to R-3 (Figure 6).

The subject property is approximately 8 acres; however, the proposed amendment is only for 5.8 acres. The remaining 2.2 acres are proposed to remain unchanged from the current FLU and zoning, to maintain a 50-foot buffer and transition to the adjacent single family uses.
The current development program allowed based on the Single Family FLU for the 5.8 acres is 29 dwelling units. The proposed amendment would increase this allowable development program to 98 dwelling units, resulting in a 69 unit increase. However, the subject property will be utilized for additional stormwater area needed for the expansion of The Mayflower facility on the remainder of their parcel.

**Figure 1 Neighborhood Aerial**
Figure 3 Current Future Land Use
Figure 4 Proposed Future Land Use
Figure 5 Current Zoning
Standards for Review

In considering and acting upon an application for comprehensive plan amendment, the Planning and Zoning Board and City Commission shall observe the following standards and make findings as to whether the application meets the following standards:

a. The need and justification for the change;
b. When pertaining to the future land use designation of land, the effect of the change, if any, on the particular property and the surrounding properties;
c. When pertaining to the future land use designation of land, the amount of undeveloped land in the general area and in the city having the same classification as that requested; and
d. The relationship of the proposed amendment to the goals, objectives and policies text of the city's comprehensive plan, with appropriate consideration as to whether the proposed change will further, or at least not be contrary to the comprehensive plan.

The requested comprehensive plan amendment is consistent with the Goals, Objectives and Policies of the City’s Comprehensive Plan. A review of the City’s Comprehensive Plan has been conducted; relevant goals, objectives and policies have been identified below (italicized) and a brief statement regarding consistency of the proposed conditional use request has been provided.

FUTURE LAND USE ELEMENT

Policy 1-2.2.7: Restrictions on Density and Intensity of Development. The maximum range of density and/or intensity stated in the Comprehensive Plan and in the Land Development Code may be further constrained by qualitative criteria and development standards included in the Comprehensive Plan and Land Development Code. In addition, natural constraints such as the shape and natural features of a site may present obstacles to achieving maximum density and/or intensity delineated on the adopted Comprehensive Plan Future Land Use Map Series.

<table>
<thead>
<tr>
<th>Future Land Use Designations</th>
<th>Compatible Zoning Districts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
<td>R-1AAA, R-1AA, R-1A, PURD</td>
</tr>
<tr>
<td>Low Density Residential</td>
<td>R-2, PURD, R-1A</td>
</tr>
<tr>
<td>Medium Density Residential</td>
<td>R-3, R-2, PURD, PL</td>
</tr>
<tr>
<td>Commercial</td>
<td>C-3, C-3A, C-1, O-1, O-2, PL</td>
</tr>
<tr>
<td>Office and Professional</td>
<td>O-1, O-2, PL</td>
</tr>
<tr>
<td>Central Business District</td>
<td>C-2, PL</td>
</tr>
<tr>
<td>Industrial</td>
<td>I-1, C-3, O-1, O-2, PL</td>
</tr>
<tr>
<td>Parking Lot</td>
<td>PL</td>
</tr>
<tr>
<td>Institutional</td>
<td>PQP, PR, PL</td>
</tr>
<tr>
<td>Open Space and Recreation</td>
<td>PR</td>
</tr>
</tbody>
</table>
The proposed comprehensive plan amendment (MDR) is accompanied by a rezoning request to R-3 to maintain compatibility.

**Policy 1-2.3.3:** **Medium Density Residential.** This Future Land Use Map land use designation is designed to indicate areas to be zoned for multi-family residential uses. The compatible zoning districts for this designation shall be R-2 or R-3 zoning districts. Included are townhouses, condominiums, and apartments. The maximum density is up to 17 units per acre on such properties. The floor area ratio shall not exceed 110% and as may be governed by the maximum number of stories permitted in the Maximum Height Map within this Future Land Use Element and shall include the floor area of above grade, attached and unattached garages.

The proposed development will include an expansion of the current Mayflower site; specifically, four (4) villa buildings, a memory care facility, skilled nursing facility and clubhouse will be added. The expansion development program shall be consistent with the Medium Density Residential FLU densities and intensities.

**Objective 1-3.1:** **Prevent Proliferation of Urban Sprawl.** The City shall continue to foster quality development while respecting the context and heritage of urban growth through the City.

**Policy 1-3.1.2:** **Encouraging Infill Development.** The City will encourage quality, compatible infill. Actions including installation of sewer line expansions, reuse line expansion, and undergrounding of utilities will be evaluated as potential ways to encourage such infill.

As previously stated, the proposed comprehensive plan amendment will allow for the expansion of the Mayflower Retirement Community. The Mayflower is currently in operation in an adjacent parcel. The proposed project does not proliferate urban sprawl and promotes infill development in appropriate areas. The Subject Parcel is surrounding by existing residential uses and the Interlachen County Club.

**Policy 1-5.2.1:** **Maintain the Scale and Character of Neighborhoods.** The City shall accommodate redevelopment activity in a manner that does not produce residential development that substantially alter the scale or character of a street. The aim shall be to create opportunities for redevelopment that complement the features of the existing neighborhood.
The proposed development does not produce development that substantially alters the scale of the area. The proposed development is an expansion of the Mayflower, and will be designed at a similar scale. A 50-foot buffer of Single Family FLU land is maintained around the north, west and south boundaries of the property to maintain a buffer to transition from the proposed Mayflower expansion to the existing single family homes.

Policy 1-5.2.5: Ensure Compatible Size, Form and Function are achieved in Areas designated Medium- and High-Density Residential. The City shall apply regulatory measures within Medium and High-Density Residential designated areas in order to avoid land use compatibility conflicts due to dissimilar building types, size, mass, articulation, height, and other design features or ancillary loss of views, privacy, and access to light, as well as noxious impacts of traffic, noise, adverse changes in drainage patterns, and other negative effects of incompatible development.

The proposed development is an expansion of an existing use and therefore will be compatible in size, form and function of the adjacent medium- and high-density FLU areas.

Policy 1-5.4.6: Promote Appropriate Scale and Height for Medium Density Multi-Family Development. Except within the Central Business District geographical area, multi-family residential development within areas designated Medium Density Residential shall not exceed two stories in height unless approved via conditional use by the City Commission. In addition, such third floors must be entirely contained within a sloping roof having a maximum 12:12 roof slope.

Concurrent with this FLUM Amendment application, a Rezoning and Conditional Use Permit application is also being submitted. The memory care facility and skilled nursing facility is proposed to be three-stories. The conceptual site plan places these facilities along the northern boundary of the existing Mayflower parcel, away from the existing residential development.

TRANSPORTATION ELEMENT

Policy 3-1.1.1: Regulations to Support Housing Diversity. To maintain or improve mobility and safety on roadways, sites shall be designed to manage access to roadways. These access management techniques and activities may include, but are not limited to:
• Direct cross access connections to all adjacent parcels (except parcels with single family zoning);
• No inherent right of direct access to arterial streets for out-parcels, unless such access is the only access available to the property;
• Design that directs primary access toward adjacent Collector and Local level facilities, with limited secondary access to the adjacent State roadway;
• Limitation of access points to one major access point or curb cut along each roadway frontage; additional access and egress points may be granted, based on site characteristics or as considered appropriate by the Traffic Engineer and approving agencies, to provide for safe and efficient site-related traffic movements on adjacent street.

The proposed development will be accessed from the Mayflower, utilizing cross access and resulting in no additional curb cuts along SR 426 / Aloma Avenue.

**HOUSING ELEMENT**

**Policy 3-1.1.1:** **Regulations to Support Housing Diversity.** The City’s Future Land Use Map shall allocate land resources that shall accommodate a range of housing densities and structure types to accommodate current and future population needs.

The proposed amendment supports the City’s policy of accommodating a range of densities and housing types based on current and future population needs.

**Objective 3-1.4:** **Provide Opportunities for Group Homes, Housing for the Elderly and Foster Care Facilities.** The City shall promote housing opportunities to meet the special housing needs of the elderly, dependent children, the physically and mentally handicapped, and the developmentally disabled.

**Policy 3-1.4.3:** **Housing for the Elderly.** The City shall promote the development of housing alternatives specially designed for the elderly, including but not limited to adult living facilities and adult foster care homes. Sites for elderly housing shall be approved only if such sites have access appropriate infrastructure and are located on a paved street.
The proposed amendment will allow for the expansion of an existing retirement community that provides housing for the elderly and nursing home care. The Subject Property is served by appropriate infrastructure and access will be along the current paved access to the Mayflower.

**Compatibility with Adjacent Uses**

The proposed residential use, specifically the expansion of an existing continuing care retirement community, is compatible with adjacent uses and consistent with the City’s goals, objectives and policies.

The uses adjacent to the subject property are as follows:

- **North**: Single family residential and a communications tower
- **East**: Single family residential
- **South**: Single family residential.
- **West**: Existing Mayflower Retirement Community and the Interlachen County Club

Furthermore, the Applicant is proposing to maintain a 50-foot wide buffer of Single Family FLU land along the existing single family residential properties. No development is proposed in this area, providing a buffer of the existing Single Family FLU along single family properties, and establishing a transition from the existing High Density Residential land east of the Subject Property to the single family homes to the west.
Conclusion

This proposed Future Land Use Map Amendment meets the overall intent of the City’s Comprehensive Plan and is consistent with that Plan. This application is in conjunction with a rezoning and conditional use permit application being processed for the expansion of the existing Mayflower Retirement Community. The expansion on the subject property is proposed for additional stormwater management, while vertical development will take place on the vacant portion of the Mayflower parcel. The proposed use for the subject property is compatible to the existing uses surrounding the subject property.

Therefore, we respectfully request the City of Winter Park planning staff recommend approval for this request for a small scale Future Land Use Map Amendment to change the future land use designation of the property from Single Family to Medium Density Residential.
subject
Request of the Mayflower Retirement Community for Preliminary and Final Conditional Use approval for expansions to their facility to include a three-story healthcare (skilled nursing) building; a one-story memory care building; a one-story clubhouse and forty (40) new villa units in four separate three-story buildings on the combined 15.5 acres of vacant property at 1620 Mayflower Court and 2141 Oakhurst Avenue.

motion / recommendation
Recommendation to approve the Preliminary and Final Conditional Use request with the following conditions:
1. That the Mayflower Retirement Community explore options to create a northeast connector trail on the Mayflower Retirement Center property of 12 feet wide with a three foot buffer on each side, consistent with the proposed St. Andrews Trail, as recommended by the Transportation Advisory Board.
2. That the Project receive a subsequent approval from the P&Z Board on a fence and landscape plan for the project including the 50 foot perimeter buffer area which utilizes a combination of new trees in the buffer area, cypress trees around the new ponds and those ponds bordering other properties; other landscaping features and fencing to provide a visual and sound buffer for the privacy of the adjoining residences and Crealde condos.
3. In consideration of the multi-year length of the construction period, that the Mayflower limit the hours of construction to Monday through Friday 8 a.m. to 5 p.m.
4. That the Project receive a subsequent approval from the P&Z Board on the final stormwater design for the project, once fully vetted by City staff.

background
The entire development site of 1620 Mayflower Court and 2141 Oakhurst Avenue comprises 15.5 acres. The final design is not complete but the property is to be developed with a three-story health care (skilled nursing) building that will range in size from 58,117 square feet to 63,900 square, a one-story, memory care building that will be 20,672 square feet to 25,000 square feet in size and a one-story
clubhouse that will be in the range of 9,000 to 10,000 square feet in size and a one-story, 6,500-square foot maintenance building. The 40 new villa or apartment units are to be in four separate three-story buildings. Each building will be 7,100 square feet in size or 28,400 total square feet total. The combined building/project size totals approximately 127,300 to 133,800 square feet which is a floor area ratio (FAR) of 17-20%. That number is well under the permitted FAR in R-2/R-3 and R-4 zoning, which has maximum FAR’s of 55%, 110% and 200% respectively.

Within the overall 15.5 acre site, there are isolated sections of the Crane Strand wetland. The Comprehensive Plan policy from the Conservation Element below specifically states that this is the only wetland within the City where wetland disruption can occur.

**Policy 5-2.4.4: Protection of Wetlands** The City’s protection of all wetlands in the City (except for the remaining isolated sections of the Crane Strand wetland) including adjacent environmentally sensitive lands shall be to prohibit any building and structures within fifty (50) feet of all designated wetlands. No fill disturbance or development may occur within this fifty (50) foot buffer protection zone.

Several decades ago, the Crane Strand wetland was a functioning wetland environment. Drainage ditches that were constructed in the 1950’s changed the hydrological function of the wetland by letting it drain and dry-out versus its previous wetland swampy condition. Thus, many can remember the muck fires that occurred in this wetland area in the 1960’s-1970’s. The subsequent construction of the Interlachen Golf Course eliminated 83% of the Crane Strand wetland.

The authority on determinations for the preservation or destruction of wetlands is within the jurisdiction of the St. Johns River Water Management District (SJRWMD) and the US. Army Corps of Engineers. They have determined that this wetland area can be sacrificed because of its isolated nature and because it has become overrun with exotic/nuisance vegetation (potato vine, ect.) The philosophy of the SJRWMD and Army Corp. is to preserve major wetland tracts that are more functional as wetlands and wildlife habitat. The formula is 10:1 meaning developers must buy and preserve 10 acres for each acre they destroy within the same drainage basin.

The Mayflower has already received all of the approvals from the SJRWMD for the nine and a half acres of wetlands they already own. Mitigation has already been purchased from the Econlockhatchee River Mitigation Bank. A new approval from the SJRWMD will be needed for the additional six acres acquired at 2141 Oakhurst Avenue. The arrangement tentatively worked out with the SJRWMD is for the Mayflower to buy additional acreage from the Econlockhatchee River Mitigation Bank. This is a wetland preserve about 20 miles southeast of the City down by the Orlando airport. This agreement allows the destruction of the remaining Crane Strand wetlands in order to preserve functioning wetlands elsewhere.

**Traffic/Parking/Construction Impacts:** While there is a significant amount of new construction (in square feet), the net increases in traffic generation are not significant. The net increases are only the daily employees serving the new 28 memory care residents and the 15 new assisted living unit residents, plus visitors to them, and the approximately 60 residents living in the 40 new villa/apartments.
The plans show 244 new parking spaces to be created in the ring road around the new facilities. The maximum new parking needed is one space for each two beds (22 spaces) and a space for each resident in the villas (60 spaces). This leaves at least 160 surplus parking spaces, which is intentional. Part of the reason is to solve a current complaint about not having enough on-site parking and also a potential goal to beautify the front of the existing facility by reducing some parking for more green space.

The initial construction phase that will take about a year to complete will be the excavation of the wetland area and construction of the site infrastructure including parking. Then the vertical building construction is expected to take approximately 18-24 months. The construction traffic activity is then spread out over a long period of time. Construction time is limited per city ordinance to Monday to Saturday from 7:00 am to 9:00 pm due to the noise associated with those activities.

**Building Architecture:** The building architecture is very basic and institutional. In a more prominent and visible location within the City, staff would insist upon more architectural detail. However, for this type of project and location, it is satisfactory. The R-3 zoning code requires third floors to have a maximum 12:12 roof slope (45 degree angle) for the third floor. The application package does not depict the third floors with a 12:12 (45 degree angle) roof slope. This policy has two goals, one is to prevent three-story boxes, and two is since a majority of the R-3 properties throughout the city are adjoining properties that have a two-story maximum height, the two-and-a-half story requirement provides a nice transition. Due to the location of this project and the fact that it is not visible from any public streets or adjoining properties, staff is in support of a variance to this third floor setback policy.

**Tree Preservation/Landscaping:** There will be a complete removal of all the trees and vegetation (and muck) in the areas of construction. Replacement landscaping will include a number of new trees and other landscaping. Some of the excavated soils will be used to berm within the perimeter 50 foot wide buffer area to create privacy and visual seclusion. The Mayflower plans some type of fence for security of their property to the adjoining residences and streets to the west. In the northern portion of the site the view into this property will be attractive looking at the pond and replacement landscaping, so an open metal picket fence is contemplated. In the southern portion where the neighbors may be seeing the maintenance building, villas and parking lot, there likely needs to be a more solid visual and privacy barrier of a vinyl material fence. In order to provide a forum for these decisions and a process to engage the neighbors, will suggest a condition of approval to deal with that specificity regarding the fence and future landscaping.

**Storm Water Retention:** This project will have a combination of surface ponds that will meet the requirements of the St. John River Water Management District as well as City Code. The surface ponds function both for retention for the new impervious surfaces but also for compensating storage for the wetland destruction. That is the reason they are sized as big as shown. The storm water ponds also add a nice visual aesthetic to the project. The pond closest to the adjoining single family residences also provides a buffer.
**Other Considerations:** At the City’s Transportation Advisory Board meeting in December, the Board made a motion requesting the City include as a condition of approval that the Mayflower Retirement Center make provisions on their site for a northeast bike trail connector to the proposed St. Andrews Trail. This trail will then make a connection to the Cady Way Trail. Their motion included that the trail itself must be at least 12 feet wide to be consistent with the St. Andrews Trail width, with a three foot buffer on either side that may vary depending on site conditions.

There are obvious pros and cons to this request from the Transportation Advisory Board. The major benefit is that this would provide a safe bicycle and pedestrian connection for city residents connecting Lakemont Avenue to the Cady Way Trail and vice-versa. The adverse situation is that it creates a public right-of-way on private land to be used by the general public traversing a retirement community. Retirement communities are very concerned with safety and security for their residents. However, staff feels that if there is a way to locate the trail to accommodate safety and security concerns, that this would be a benefit to the City as a whole.

**Summary:** The key word within our criteria for Comprehensive Plan Future Land Use and Zoning changes, as well as for Conditional Uses is the code standard of “compatibility”. The planning staff and P&Z Board felt that the requested building improvements, while quite large in scale, are none-the-less compatible with their surroundings. Critically important to that conclusion is the 50 foot buffer strip of undeveloped land around the perimeter adjacent to the homes to the west and how that buffer will function as a privacy and visual screen. The project is located where no traffic impacts will be placed upon the surrounding property owners or neighborhoods. The overall project also accommodates our aging population and staff feels that this project not only provides a needed use to the community, but is compatible to the surrounding area. However, to insure that outcome, conditions to the Conditional use were recommended by both planning staff and the P&Z Board.

**Planning and Zoning Board Minutes – January 4, 2018:**

**REQUEST OF THE MAYFLOWER RETIREMENT COMMUNITY TO:** AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE MAP TO CHANGE PORTIONS OF THE PROPERTY AT 2141 OAKHURST AVENUE FROM A SINGLE FAMILY FUTURE LAND USE DESIGNATION TO A LOW DENSITY AND MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE DESIGNATION TO ALLOW EXPANSIONS TO THE FACILITIES OF THE MAYFLOWER RETIREMENT COMMUNITY.

**REQUEST OF THE MAYFLOWER RETIREMENT COMMUNITY TO:** AMEND THE OFFICIAL ZONING MAP TO CHANGE PORTIONS OF THE PROPERTY AT 2141 OAKHURST AVENUE FROM SINGLE FAMILY (R-1A) DISTRICT ZONING TO LOW DENSITY RESIDENTIAL (R-2) DISTRICT ZONING AND MEDIUM DENSITY MULTIPLE-FAMILY RESIDENTIAL (R-3) DISTRICT ZONING TO ALLOW EXPANSIONS TO THE FACILITIES OF THE MAYFLOWER RETIREMENT COMMUNITY.

**REQUEST OF THE MAYFLOWER RETIREMENT COMMUNITY FOR:** PRELIMINARY AND FINAL CONDITIONAL USE APPROVAL FOR EXPANSIONS TO THE FACILITIES OF THE MAYFLOWER RETIREMENT COMMUNITY TO INCLUDE A 3-STORY HEALTHCARE (SKILLED NURSING) BUILDING; A 1-STORY MEMORY CARE BUILDING; A 1-STORY CLUBHOUSE AND 40 NEW VILLA UNITS IN FOUR
Planning Manager Jeff Briggs presented the staff report. Mr. Briggs explained that the Mayflower Retirement Community is requesting:

1. Change of the Comprehensive Plan Future Land Use designation from Single Family to Low and Medium Density Residential on portions of 2141 Oakhurst Avenue (see attached map).
2. Changes of Zoning from Single Family (R-1A) to Low and Medium Density Multi-Family (R-2 and R-3) on portions of 2141 Oakhurst Avenue (see attached map).
3. Conditional Use approval to expand the facilities of the Mayflower Retirement Community to include a three-story health care (skilled nursing) building, a one-story, memory care building, a one-story, clubhouse, 40 new villa units in four separate three-story buildings, and a one-story maintenance building on the combined property at 1620 Mayflower Court and 2141 Oakhurst Avenue.

Mr. Briggs gave the Board an overview of the history of the Mayflower Retirement Community stating that the Mayflower was a project originally approved by Orange County when the property was outside the city limits. Since most of the prospective residents were to be Winter Park retirees moving to the Mayflower from their homes in the City, there was interest in annexing into the City. In 1988 the City annexed the Mayflower property (along with the vested Orange County development approvals) and also annexed the Aloma Shopping Center and Crealde Art Center, Crealde Condos, etc.

He explained that the Mayflower has operated since 1989 with 240 apartments, approximately 30 assisted living units and 60 skilled nursing beds. In 1996, the 28 existing villa homes were built for new residents. This proposed expansion maintains the 60 skilled nursing beds, increases the assisted living units from 30 to 45, adds 28 beds in the new memory care facility, and adds the 40 new villa/apartment units.

Mr. Briggs reviewed site and zoning/future land use changes stating that the entire development site of 1620 Mayflower Court and 2141 Oakhurst Avenue comprises 15.5 acres, and is currently vacant. He stated that to the north/east is the Interlachen County Club golf course, to the south is the Publix/Aloma Shopping Center, and to the west single family homes. The 1620 Mayflower Court property currently has a High Density Residential Future Land Use designation and is zoned R-4. The applicant is not requesting to change the Future Land Use or zoning designations of 1620 Mayflower Court. The 2141 Oakhurst Avenue property currently has a Single Family Future Land Use designation and is zoned R-1A. For the Oakhurst property, the applicant is requesting to change the eastern 57.9 feet of the southern 660 feet to Medium Density Residential Future Land Use and R-3 zoning, to leave a 50 foot buffer with the existing Future Land Use and zoning designations on the west and north portions of the property, and to change the remaining area to Low Density Residential Future Land Use and R-2 zoning. He noted that the Single Family portion of the property would remain an undeveloped buffer for the adjacent residential neighborhood and the Low Density Residential portion will be utilized for storm water retention, a maintenance building, and parking for the project. The
Medium Density portion will be utilized for portions of the independent living and memory care building, and this land use designation is necessary because of the three-story component to these buildings. Mr. Briggs expressed that Staff feels that this provides an adequate visual and sound buffer to the adjacent residential neighborhood, and is an ideal transition from Single Family to High Density Residential land uses.

Mr. Briggs reviewed the proposed project stating that the entire development site of 1620 Mayflower Court and 2141 Oakhurst Avenue comprises 15.5 acres. He noted that the final design is not complete, but the property is to be developed with a three-story health care (skilled nursing) building that will range in size from 58,117 square feet to 63,900 square, a one-story, memory care building that will be 20,672 square feet to 25,000 square feet in size and a one-story clubhouse that will be in the range of 9,000 to 10,000 square feet in size and a one-story, 6,500-square foot maintenance building. The 40 new villa or apartment units are to be in four separate three-story buildings. Each building will be 7,100 square feet in size or 28,400 total square feet total. The combined building/project size totals approximately 127,300 to 133,800 square feet which is a floor area ratio (FAR) of 17-20%. That number is well under the permitted FAR in R-2/R-3 and R-4 zoning, which has maximum FAR’s of 55%, 110% and 200% respectively.

He stated that within the overall 15.5 acre site, are isolated sections of the Crane Strand wetland. The Comprehensive Plan policy from the Conservation Element below specifically states that this is the only wetland within the City where wetland disruption can occur.

**Policy 5-2.4.4: Protection of Wetlands.** The City’s protection of all wetlands in the City (except for the remaining isolated sections of the Crane Strand wetland) including adjacent environmentally sensitive lands shall be to prohibit any building and structures within fifty (50) feet of all designated wetlands. No fill disturbance or development may occur within this fifty (50) foot buffer protection zone.

Mr. Briggs provided additional information on the history of the Crane Strand Wetland and stated that the Mayflower has already received all of the approvals from the SJRWMD for the nine and a half acres of wetlands they already own. Mitigation has already been purchased from the Econlockhatchee River Mitigation Bank. He noted that a new approval from the SJRWMD will be needed for the additional six acres acquired at 2141 Oakhurst Avenue. The arrangement tentatively worked out with the SJRWMD is for the Mayflower to buy additional acreage from the Econlockhatchee River Mitigation Bank. This is a wetland preserve about 20 miles southeast of the City down by the Orlando airport. This agreement allows the destruction of the remaining Crane Strand wetlands in order to preserve functioning wetlands elsewhere. Mr. Briggs discussed issues related to traffic/parking and construction impacts, building architecture, tree preservation and landscaping and storm water retention.

Mr. Briggs also stated that at the City’s Transportation Advisory Board meeting in December, the Board made a motion requesting the City include as a condition of approval that the Mayflower Retirement Center make provisions on their site for a northeast bike trail connector to the proposed St. Andrews Trail. This trail will then
make a connection to the Cady Way Trail. Their motion included that the trail itself must be at least 12 feet wide to be consistent with the St. Andrews Trail width, with a three foot buffer on either side that may vary depending on site conditions.

He stated that there are obvious pros and cons to this request from the Transportation Advisory Board. The major benefit is that this would provide a safe bicycle and pedestrian connection for city residents connecting Lakemont Avenue to the Cady Way Trail and vice-versa. The adverse situation is that it creates a public right-of-way on private land to be used by the general public traversing a retirement community. He noted retirement communities are very concerned with safety and security for their residents. However, staff feels that if there is a way to locate the trail to accommodate safety and security concerns, that this would be a benefit to the City as a whole.

Mr. Briggs summarized by stating that Staff is in support the changes in the Comprehensive Plan Future Land Use and Zoning from Single Family (R-1A) to Low Density Residential (R-2) and Medium Density Residential (R-3) because the request leaves untouched a 50 foot buffer area next to the adjoining homes of single family land use and zoning. Thus, the Mayflower cannot build or develop anything in that 50 foot perimeter buffer area. Additionally there is a logical land use transition moving west to east from Single Family (R-1A) to Low Density (R-2) to Medium Density (R-3) to High Density (R-4) Residential. The overall project also accommodates our aging population and staff feels that this project not only provides a needed use to the community, but is compatible to the surrounding area. However, to insure that outcome, staff is recommending conditions to the Conditional use portion of the request as follows:

Staff recommendation was for approval of the Future Land Use Amendment, Rezoning, and the Conditional Use with the following conditions:
1. That the Mayflower Retirement Community explore options to create a northeast connector trail on the Mayflower Retirement Center property of 12 feet wide with a three foot buffer on each side, consistent with the proposed St. Andrews Trail, as recommended by the Transportation Advisory Board.
2. That the Project receive a subsequent approval from the P&Z Board on a fence and landscape plan for the project including the 50 foot perimeter buffer area which utilizes a combination of new trees in the buffer area, cypress trees around the new ponds and those ponds bordering other properties; other landscaping features and fencing to provide a visual and sound buffer for the privacy of the adjoining residences and Crealde condos.
3. In consideration of the multi-year length of the construction period, that the Mayflower limit the hours of construction to no later than 6:00 pm.

Mr. Briggs answered questions from the Board regarding the wetlands, the purpose of the community garden, and a clarification of the request for the northeast connector trail from the Transportation Advisory Board.

Steven Kramer, CEO of the Mayflower Retirement Community represented the applicant. Mr. Kramer gave the Board additional background on the Mayflower, he explained the three levels of living care that the Mayflower provides their residents. He noted that the Mayflower team has done extensive research over the last two
years to go over needs of their residents.

Kevin Deck of SFCS Architects, 2122 Maiden Lane, Roanoke, Virginia. Mr. Deck reviewed the architectural designs for the new expansion.

Joe Kolb, Engineer with VHB, 225 East Robinson Street, Orlando, FL, explained that he is the Engineer of Record for the Mayflower project. He reviewed the preliminary plans for storm water retention, utilities systems, sewer system and traffic.

Chairman Johnston asked the applicant to address what security measures are being taken to insure safety of residents as it has been a constant concern with senior housing over the years. Steve Kramer responded, he stated that the intent is to have an aluminum picket fence that surrounds the entire property. Planning Manager, Jeff Briggs, interjected that from the conditions from Staff, the decision regarding fence type will be based on the plans that come back for the Board to review. Regarding security, Mr. Kramer stated that the gate will be closed 100% of the time.

Chairman Johnston asked Mr. Kramer his opinion on the request for the northeast connector trail from the Transportation Advisory Board. Mr. Kramer stated that the Mayflower has been approached with the request and stated that they are not opposed to a trail, what the Mayflower would like to understand is how the trail would affect the safety and security of its residents. He stated that it would be a great benefit to the community as well as the Mayflower residents. Mr. Kramer stated he hasn't seen a plan yet that seemed to work, but they are very open to a conversation to see if there is a way to make the trail work, but the concerns for resident safety are most important. Further discussion ensued.

The Board heard public comments from: Bill Segal, 1820 Windsor Avenue; John O’Brian, 2145 Suffield Drive; Barbara Smith, 2427 Gallery View Drive, regarding concerns specific to storm water retention, flooding and equipment traffic during construction.

Additionally, the Board heard from Mike Emmerson, 2115 Taylor Avenue and Dorothy Fox, 640 Lander Road of Winter Park regarding on going issues with flooding to Mrs. Fox’s properties. Mr. Emmerson spoke on his mother-in-law, Mrs. Fox. He explained to the Board that Mrs. Fox’s home is flooded several times a year with the summer rains as most of the drainage for the area for the entire area empties out onto Lander Road and into Mrs. Fox’s backyard. He expressed great concern that the flooding would get worse if the problem is not corrected before the new Mayflower construction begins.

No one else wished to speak. The public hearing was closed.

Engineer, Joe Kolb, addressed concerns from the public. He stated that storm water patterns will be maintained throughout the project. He noted that the water management district requires that the Mayflower address all water coming in and out of the property and they are required to maintain all of the drainage patterns and it will be addressed. Mr. Kolb remarked that they will look into the flooding issues with Mrs. Fox’s property and see if can be dealt with at the same time.
Mr. Kolb stated that all heavy equipment for the project construction will be housed on the Mayflower property. He stated that the time frame for construction work will be 8 a.m. to 5 p.m. Monday – Friday.

He also addressed traffic concerns regarding the Gallery at Winter Park Condominiums stating that the Mayflower is aware of the concerns and they are looking at ways to mitigate traffic, especially during the construction periods.

There was further discussion regarding storm water retention and flooding concerns of the residents. Planning Manager, Jeff Briggs, recommended that the Board request to see the final storm water plans along with the landscape fence plan. The Board also discussed that the Applicant should be strongly encouraged to consider adding the northeast connector trail.

**Motion made by Laura Turner, seconded by Sheila De Ciccio to amend the “Comprehensive Plan” Future Land Use Map to change portions of the property at 2141 Oakhurst Avenue from Single Family Future Land Use designation to a Low Density and Medium Density Residential Future Land Use designation to allow expansions to the facilities of the Mayflower Retirement Community.**

Motion carried unanimously with at 5-0 vote.

**Motion made by Owen Beitsch, seconded by Sheila De Ciccio to amend the official zoning map to change portions of the property at 2141 Oakhurst Avenue from Single Family (R-1A) District Zoning to Low Density Residential (R-2) District Zoning and Medium Density Multiple-Family Residential (R-3) District Zoning to allow expansions to the facilities of the Mayflower Retirement Community.**

Motion carried unanimously with a 5-0 vote.

**Motion made by Sheila De Ciccio, seconded by Laura Turner for Recommendation to approve the Future Land Use, Zoning, and Preliminary and Final Conditional Use request with the following conditions:**
1. That the Mayflower Retirement Community explore options to create a northeast connector trail on the Mayflower Retirement Center property of 12 feet wide with a three foot buffer on each side, consistent with the proposed St. Andrews Trail, as recommended by the Transportation Advisory Board.
2. That the Project receive a subsequent approval from the P&Z Board on a fence and landscape plan for the project including the 50 foot perimeter buffer area which utilizes a combination of new trees in the buffer area, cypress trees around the new ponds and those ponds bordering other properties; other landscaping features and fencing to provide a visual and sound buffer for the privacy of the adjoining residences and Crealde condos.
3. In consideration of the multi-year length of the construction period, that the Mayflower limit the hours of construction to Monday through Friday 8 a.m. to 5 p.m.
4. That the Project receive a subsequent approval from the P&Z Board on the final stormwater design for the project, once fully vetted by City staff.

Motion carried unanimously with a 5-0 vote.

**alternatives / other considerations**
N/A

**fiscal impact**
N/A

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Backup Materials</td>
<td>1/5/2018</td>
<td>Backup Material</td>
</tr>
<tr>
<td>Public Letters</td>
<td>1/10/2018</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
Conditional Use Plan

Issued for: City of Winter Park Preliminary Approval
Date Issued: November 3, 2017
Latest Issue: November 3, 2017

The Mayflower Retirement Center
City of Winter Park, Florida
Parcel IDs: 04-22-30-0000-00-112
04-22-30-0000-00-005

Applicant
The Mayflower Retirement Center, Inc.
1620 Mayflower Court
Winter Park, Florida 32792
P 407.671.1620

LEGAL DESCRIPTIONS:

PARCEL ID 04-22-30-0000-00-112
The East 1/2 of the Northwest 1/4 of Section 4, Township 22 South, Range 30 East, Orange County, Florida, less the North 1580 feet. Together with the following easements: (i) an easement for signage over the property described in the Sign Easement Agreement, dated August 8, 1985, and recorded in Official Records Book 3675, Page 1134; (ii) a non-exclusive drainage easement reserved in a Warranty Deed dated November 30, 1983, and recorded in Official Records Book 3448, Page 1575; (iii) a non-exclusive easement for ingress, egress and utilities as set forth in an Easement dated November 30, 1983 and recorded in Official Records Book 3448, Page 1584, Public Records of Orange County, Florida; and (iv) easements for ingress, egress, utilities and drainage as reserved in a Warranty Deed dated December 6, 1983, and recorded in Official Records Book 3451, Page 700.

PARCEL ID 04-22-30-0000-00-005
The North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 4, Township 22 South, Range 30 East, and less part platted as PARK MANOR, FIRST ADDITION, according to the plat thereof as recorded in Plat Book W, Page 139, Public Records of Orange County, Florida, said property lying in Section 4, Township 22 South, Range 30 East.

ALSO:
The South 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 (less part platted PARK MANOR, FIRST ADDITION, according to the plat thereof as recorded in Plat Book T, Page 142, Public Records of Orange County, Florida, and less part platted PARK MANOR, first Addition, according to the plat thereof as recorded in Plat Book W, Page 139, Public Records of Orange County, Florida, said property lying in Section 4, Township 22 South, Range 30 East.

ALSO:
The West 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4, said part platted PARK MANOR, FIRST ADDITION, according to the plat thereof as recorded in Plat Book W, Page 139, Public Records of Orange County, Florida, and property lying in Section 4, Township 22 South, Range 30 East.

ALSO:
The North 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 and less part platted PARK MANOR, FIRST ADDITION, according to the plat thereof as recorded in Plat Book W, Page 139, Public Records of Orange County, Florida, and property lying in Section 4, Township 22 South, Range 30 East.

ALSO:
The East 1/2 of the Southeast 1/4 of the Northeast 1/4, said part platted PARK MANOR, FIRST ADDITION, according to the plat thereof as recorded in Plat Book T, Page 142, Public Records of Orange County, Florida, and less part platted PARK MANOR, FIRST ADDITION, according to the plat thereof as recorded in Plat Book W, Page 139, Public Records of Orange County, Florida, and property lying in Section 4, Township 22 South, Range 30 East.

LESS:
Begin at the Northeast corner of Lot 1, Block "C", PARK MANOR, FIRST ADDITION, as recorded in the Plat Book "W", Page 139, Public Records of Orange County, Florida, run South 89 degrees 02 minutes 05 seconds West 150 feet, thence North 89 degrees 57 minutes 55 seconds West 25 feet to the Southeast corner of Lot 3, Block "C", Parker Manor, First Addition, according to the plat thereof as recorded in Plat Book W, Page 139, Public Records of Orange County, Florida, said property lying in Section 4, Township 22 South, Range 30 East.

Reference Drawings:

<table>
<thead>
<tr>
<th>No.</th>
<th>Drawing Title</th>
<th>Latest Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>L-1</td>
<td>Preliminary Landscape Plan</td>
<td>November 3, 2017</td>
</tr>
<tr>
<td>L-2</td>
<td>Landscape Schedule &amp; Notes</td>
<td>November 3, 2017</td>
</tr>
<tr>
<td>A-1</td>
<td>A-9 Building Elevations</td>
<td>November 3, 2017</td>
</tr>
</tbody>
</table>
The Mayflower Retirement Center
Winter Park, Florida

Conditional Use Plan
Preliminary Approval
Nov. 3, 2017

Existing Conditions Plan

C-1
SITE DATA

GENERAL

PROJECT SIZE AREA
12.5 Ac

ZONING
R-4 and R-3

CURRENT LAND USE
Junior

PROPOSED LAND USE
Aged Living Facility

PROPOSED BUILDING AREA

<table>
<thead>
<tr>
<th>LAND USE</th>
<th>TOTAL</th>
<th>PROPOSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>STORMWATER POND</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>INDEPENDENT LIVING</td>
<td>6.50</td>
<td>6.50</td>
</tr>
<tr>
<td>MEMORY CARE</td>
<td>4.00</td>
<td>4.00</td>
</tr>
<tr>
<td>CLUBHOUSE</td>
<td>0.30</td>
<td>0.30</td>
</tr>
<tr>
<td>COURTYARD</td>
<td>0.30</td>
<td>0.30</td>
</tr>
<tr>
<td>MAINT. BLDG.</td>
<td>0.10</td>
<td>0.10</td>
</tr>
</tbody>
</table>

PROPOSED BUILDING HEIGHT

<table>
<thead>
<tr>
<th>MAXIMUM BUILDING HEIGHT</th>
<th>REQUIRED</th>
<th>PROPOSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>55 ft</td>
<td>55 ft</td>
<td>55 ft</td>
</tr>
</tbody>
</table>

BUILDING SETBACKS

<table>
<thead>
<tr>
<th>REQUIRED</th>
<th>PROPOSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 ft</td>
<td>40 ft</td>
</tr>
<tr>
<td>60 ft</td>
<td>60 ft</td>
</tr>
<tr>
<td>80 ft</td>
<td>80 ft</td>
</tr>
<tr>
<td>100 ft</td>
<td>100 ft</td>
</tr>
</tbody>
</table>

PERVIOUS AND IMPERVIOUS AREA CALCULATIONS

<table>
<thead>
<tr>
<th>PERVIOUS AREA</th>
<th>PROPOSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>IMPERVIOUS AREA</td>
<td>64%</td>
</tr>
<tr>
<td>TOTAL IMPERVIOUS AREA</td>
<td>64.6%</td>
</tr>
</tbody>
</table>

FLOOR AREA RATIO

<table>
<thead>
<tr>
<th>FLOOR AREA RATIO</th>
<th>REQUIRED</th>
<th>PROPOSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 Ac / 200% MIR</td>
<td>30 Ac / 200% MIR</td>
<td>30 Ac / 200% MIR</td>
</tr>
</tbody>
</table>

SCHEDULE

1. Per the City of Winter Park LDC Section 58-69 - Multifamily (High Density R-4) District, (e)(5) the maximum building shall not exceed 55 feet.
2. Building Setbacks are Per the City of Winter Park LDC Section 58-69 - Multifamily (High Density R-4) District, (e)(1)
3. Per the City of Winter Park LDC Section 58-69 - Multifamily (High Density R-4) District, (e)(6) the maximum allowable impervious is 75 percent.
4. Per the City of Winter Park LDC Section 58-69 - Multifamily (High Density R-4) District, (e)(2) the maximum allowable floor area ratio is 200 percent.
5. The landscape design shall comply with City of Winter Park, LDC, Division 8, Landscape Regulations.
6. (See Landscape Plan Sheets L-1 and L-2)
7. Site Lighting shall comply with the City of Winter Park, LDC, Division 10, Exterior Lighting Standards and the "Dark Skies" Lighting Requirement
8. Ground Signage and Locations shall comply with City of Winter Park, LDC, Section 58-125

---

The Mayflower Retirement Center
Winter Park, Florida

Conditional Use Plan
Preliminary Approval

Nov. 03, 2017

The Mayflower Retirement Center
Winter Park, Florida

Certificate of Authorization Number FL #3932

212 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006

Preliminary Master Site Plan

Nov. 03, 2017

62643.00

JLB JRH
City Conditional Use Review 11/03/20171
Jul. 25, 2017

Agenda Packet Page 172
Utility Service Notes:

Potable water service shall be provided to the site by the City of Winter Park utilities. The onsite private and
potable fire water distribution systems shall connect to the existing water main serving the existing facility.
Sanitary Sewer service shall be provided to the site by the City of Winter Park utilities. The onsite sanitary sewer
system shall connect to a new private Lift Station.
Reclaimed Water is not available on this site. Irrigation shall be served by potable water supply.

Stormwater Management Notes:

Onsite stormwater management facilities shall be provided in accordance with the City of Winter Park and St.
John’s River Water Management District criteria. The system shall provide water quality treatment and post-
development attenuation of the mean annual 25-year/24-hour storm event through a Wet Detention
System.

Fire Protection Notes:

Fire protection requirements shall comply with the City of Winter Park requirements. The fire protection system
shall be designed by a Licensed Fire Protection Engineer and constructed by Licensed Fire Protection
Contractor. The system shall be designed in accordance with NFPA 1, Chapter 18, 2009 Edition.

Utility Service Notes:

Potable water service shall be provided to the site by the City of Winter Park utilities. The onsite private and
potable fire water distribution systems shall connect to the existing water main serving the existing facility.
Sanitary Sewer service shall be provided to the site by the City of Winter Park utilities. The onsite sanitary sewer
system shall connect to a new private Lift Station.
Reclaimed Water is not available on this site. Irrigation shall be served by potable water supply.

Stormwater Management Notes:

Onsite stormwater management facilities shall be provided in accordance with the City of Winter Park and St.
John’s River Water Management District criteria. The system shall provide water quality treatment and post-
development attenuation of the mean annual 25-year/24-hour storm event through a Wet Detention
System.

Fire Protection Notes:

Fire protection requirements shall comply with the City of Winter Park requirements. The fire protection system
shall be designed by a Licensed Fire Protection Engineer and constructed by Licensed Fire Protection
Contractor. The system shall be designed in accordance with NFPA 1, Chapter 18, 2009 Edition.
CALCULATIONS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>REQUIRED</th>
<th>PROVIDED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>VEHICULAR USE AREA</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) Canopy Tree &amp; (1) Understory Tree every 60 L.F. as required per Sec. 58-336(e)(2b).</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>STORMWATER RETENTION AREA</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) Cypress Tree for every 50 L.F. of stormwater retention area as required per Sec. 58-336(g).</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PARKING AREA</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Screen Hedge as required per Sec. 58-336(g).</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note: All trees must be Evergreen.*

- **70 % Low Irrigation**
- **70 % Low Irrigation**

**Preliminary Landscape Plan**

**The Mayflower Retirement Center**

Winter Park, Florida

Conditional Use Plan

Preliminary Approval

Nov. 3, 2017

L-1

Issued for

Checked by

Designed by

VHB

Preliminary Approval

Nov. 3, 2017

62643.00

DATE:

Nov. 03, 2017

225 S. Robinson Street

Suite 300

Orlando, FL 32801

407.839.4006

Certificate of Authorization Number FL #3932
Building Elevations

The Mayflower Retirement Center
Winter Park, Florida

Conditional Use Plan Preliminary Approval
Nov. 3, 2017

The Mayflower
Retirement Center
Winter Park, Florida

Conditional Use Plan
Preliminary Approval
Nov. 3, 2017

Building Elevations

MAYFLOWER ELEVATIONS
VILLAS

SCALE: N.T.S.

DATE: Nov. 03, 2017

JLB JRH

City Conditional Use Review 11/03/2017

Certificate of Authorization Number FL #3932

225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006

vhb.com

1-2-3
The Mayflower Retirement Center
Winter Park, Florida
Conditional Use Plan
Preliminary Approval
Nov. 3, 2017

Building Elevations

NORTHEAST ELEVATION

SOUTH ELEVATION

MAYFLOWER ELEVATIONS
HEALTHCARE BUILDING

SCALE: N.T.S.
Jeffrey Briggs

From: Bill Segal <billysegal@gmail.com>
Sent: Thursday, January 04, 2018 12:37 PM
To: Jeffrey Briggs
Subject: Mayflower Expansion Comments

Jeff,

Thanks for speaking to me about the proposed Mayflower expansion and my one concern that I want brought to the attention of the proper people involved with approval and permitting. Please forward this to members of the Planning & Zoning Board, the Mayor and City Commission members, and affected staff such as Public Works, Utilities, etc.

My comments regarding the proposed Mayflower expansion to be heard by the P&Z Board hopefully before tonight's meeting and the City Commission on January 22, 2018:

The Mayflower has been a wonderful addition to the Winter Park community and at first blush my only concerns are with regard to the management of the stormwater created by the expansion of the Mayflower.

As you may know, I have had some experience with stormwater management as a public official, past member and chairman of the St. Johns Water Management District, and as a subdivision builder.

The planned expansion, and frankly the existing facility, is in a unique setting. I believe everything north and perhaps west of the property, including the area of the proposed expansion, is in a stressed wetland of some sort. The neighborhoods to the west including Suffield Drive, Halifax Avenue, Brookview Drive (where the city has a lift station at the eastern terminus), Yorkshire Drive, and East Oakhurst Avenue have a normal drainage pattern to the east and would be at the most risk of flooding or being adjacent to standing water on the Mayflower property for long periods of time.

Although I do not believe the City of Winter Park does its own checking of drainage information and calculations and just relies on the applicant's engineer and an approval from St. Johns, I believe that due to the nature of property proposed for the expansion and area for stormwater management, I feel the city has a special duty to the adjacent residents to take an extra special look at this proposed drainage system because once the "bell has rung" there is no way to unring it. The expansion can be sited at a height that the applicant desires but the homes, streets, and utilities in those neighborhoods cannot be raised.

Obviously, the things that would need to be check pre-approval would be things like soil type, true seasonal high water, size of the ponds, whether or not we are dealing with a closed basin or have a proven and permanent outfall that works and has not been constricted downstream.

Although this may not be typical for the city, this addition is of a large enough size and the potential for damage due to miscalculation, poor assumptions, and failure to catch any mistakes by the regulatory authority could result in permanent and irreversible harm to the surrounding neighborhoods.

I hope my concerns all prove to be unfounded and easily addressed by good engineering, but I have seen situations like this where perhaps the applicant could be asked as part of the approval process to pay for an independent analysis by a professional on behalf of the City of Winter Park. The amount of money would be
negligible in the scheme of things and would be a reasonable act by a city trying to make sure they're protecting their investment in roads, utilities, and protecting the adjacent neighbors.

Thank you for your service and I hope that should you see fit to approve this project that it is beneficial to the Mayflower and to all the citizens of Winter Park.

Best regards,

William Segal
1820 Windsor Drive
Winter Park, FL 32789

--

William Segal
1177 Louisiana Avenue
Suite 207
Winter Park, FL 32789
o: 407-629-4224
Dear Kim,

I would like to know how to find out what the Mayflower is going to do to my property on Lander Rd this time. My home backs up to the houses they built a few years ago, and every time there is a rainstorm, my property is flooded. And their new project is adjacent to the home my daughter and I own on Taylor Avenue around corner, and it looks like the same thing will happen to that place if the Mayflower goes ahead with this proposed plan.

That time they promised they would take care of the adjacent homeowners. They lied. I have lived in my home since 1959 so I know what they have done. They keep taking more and more of the wetlands and not considering the harm they are doing. They do not care.

When they filled up the drainage canal in back of my home, we talked to everyone, including the Winter Park engineer, begging them not to to that to us. They went ahead and put in pipes and a berm anyway. Money talks. I need to know who I can talk to about the harm they are going to do.

Dorothea (Dodi) Fox

640 Lander Road
Winter Park, FL 32792
407-671-4448

--
Dorothea M. Fox, CPA
5100 Old Howell Branch Rd.
Winter Park, FL 32792
dodifoxcpa@gmail.com
CONFIDENTIALITY NOTICE
This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this message is prohibited. If you have received this communication in error, please notify me immediately by replying to the message or calling me at 407-671-4448 and deleting the message from your computer. Thank You.

"IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, I inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax related penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any matters addressed herein."
### subject
Resolution - Urging Florida Legislature to oppose legislation that would restrict or eliminate Community Redevelopment Agencies

### motion / recommendation

### background
At the Commission's request the attached resolution is presented for your consideration.

### alternatives / other considerations

### fiscal impact
ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>CRA resolution</td>
<td>1/10/2018</td>
<td>Cover Memo</td>
</tr>
</tbody>
</table>
RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO OPPOSE LEGISLATION THAT WOULD RESTRICT OR ELIMINATE COMMUNITY REDEVELOPMENT AGENCIES; DIRECTING CITY ADMINISTRATION TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE FLORIDA LEAGUE OF CITIES, THE ORANGE COUNTY LEGISLATIVE DELEGATION AND ANY OTHER INTERESTED PARTIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Part III of Chapter 163, Florida Statutes, allows a county or municipality to create a Community Redevelopment Agency (CRA) to carry out redevelopment of slum or blighted areas when certain conditions exist; and

WHEREAS, examples of conditions that can support the creation of a CRA include the presence of substandard or inadequate structures, a shortage of affordable housing, or inadequate infrastructure and insufficient roadways; and

WHEREAS, CRAs are community redevelopment programs designed to eliminate slum or blight conditions and to enhance quality of life and business conditions for residents and business owners in a community redevelopment area; and

WHEREAS, CRAs have demonstrated that the use of Tax Increment Financing dramatically improved the economic and social outcomes within the targeted areas; and

WHEREAS, CRAs have proven historically to provide housing and make urban areas safer for residents, preserve and grow business, and provide improved, safe and clean places for all who live there; and

WHEREAS, CRAs have proven historically to provide distressed communities with a better business environment through improved infrastructure, preservation and growth of businesses and job opportunities; and

WHEREAS, these outcomes benefit both cities and the counties and, more importantly, their taxpayers; and

WHEREAS, there are 222 active CRAs in Florida, established to encourage new investment and job creation in urban areas that became blighted as a result of substantial growth moving away from the urban core; and
WHEREAS, municipal residents and local businesses pay local taxes and assessments in CRA areas for the specific purpose of obtaining and enhancing their desired level of municipal services and amenities; and

WHEREAS, CRAs are funded using local taxes and do not rely on state funds; and

WHEREAS, the Florida Legislature should be wary of attempts to restrict the use of Tax Increment Financing, particularly if the debate is over money and control and not about the merits of revitalizing blighted areas; and

WHEREAS, it is not in the state’s best interest to restrict municipalities’ ability to revitalize and redevelop areas that are struggling the most, particularly when the state-funded Enterprise Zones program is being sunset and there is an absence of alternative programs to effectively address slum and blighted areas in Florida.

WHEREAS, the Florida League of Cities has included the support of CRAs as one of its 2018 Legislative Priorities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK THAT:

Section 1. The above “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The City Commission of the City of Winter Park urges all members of the Florida Legislature to oppose legislation that limits Part III of Chapter 163, Florida Statutes, which allows a county or municipality to create a Community Redevelopment Agency to carry out redevelopment of slum or blighted areas.

Section 3. The City Administration is directed to transmit a certified copy of this Resolution to the Florida League of Cities, the Orange County Legislative Delegation and any other interested parties.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

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

_______________________________
Mayor Steve Leary

ATTEST:

_______________________________
Cynthia S. Bonham, City Clerk
subject
Resolution - Opposing Legislative efforts to impede the constitutional right Florida's citizens have enjoyed for nearly 50 years to govern themselves under Municipal Home Rule Powers

motion / recommendation

background
At the Commission's request the attached resolution is presented for your consideration.

alternatives / other considerations

fiscal impact
ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Rule resolution</td>
<td>1/10/2018</td>
<td>Cover Memo</td>
</tr>
</tbody>
</table>
RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA, OPPOSING LEGISLATIVE EFFORTS TO IMPEDE THE CONSTITUTIONAL RIGHT FLORIDA’S CITIZENS HAVE ENJOYED FOR NEARLY 50 YEARS TO GOVERN THEMSELVES UNDER MUNICIPAL HOME RULE POWERS; OPPOSING THE LEGISLATURE’S PERSISTENT INTRUSION INTO LOCAL FINANCES, WHICH ARE NECESSARY TO PROVIDE FINANCIAL STABILITY AND ESSENTIAL SERVICES UNIQUELY REQUIRED BY MUNICIPAL RESIDENTS AND LOCAL BUSINESSES; DIRECTING CITY ADMINISTRATION TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE FLORIDA LEAGUE OF CITIES, THE ORANGE COUNTY LEGISLATIVE DELEGATION AND ANY OTHER INTERESTED PARTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the expressed will of the voters of Florida to have the right to govern themselves under municipal Home Rule powers; and

WHEREAS, Floridians have possessed this constitutional right of local self-government for nearly 50 years; and

WHEREAS, as the only form of voluntary government, Florida’s municipalities are the embodiment of the Florida Constitution’s right of local self-government; and

WHEREAS, municipal Home Rule powers include all governmental, corporate and proprietary powers necessary to conduct municipal government, perform municipal functions and render municipal services for the unique benefit of the people who live and work within a municipality; and

WHEREAS, Floridians exercise their Home Rule powers by voting to incorporate and be governed under a municipal form of government for a variety of reasons, including increased services, a unique business and residential environment, and greater voice in how their government is run; and

WHEREAS, municipal citizens further exercise their Home Rule powers by voting on a charter that specifies the desired form, functions and powers of their municipal government; and

WHEREAS, Floridians’ constitutional right to govern themselves locally, under municipal Home Rule powers and pursuant to their adopted municipal charters, is being increasingly eroded and limited by actions of the Florida Legislature; and

WHEREAS, these actions of the Florida Legislature take power away from Florida citizens to ensure their chosen municipal government provides their desired level of services, offers their desired quality of life and otherwise meets their needs in a timely and effective manner; and

WHEREAS, municipalities are authorized by the Florida Constitution and by general law to levy ad valorem and other forms of local taxation, and are further authorized by general law and their Home Rule powers to impose special assessments and fees; and
WHEREAS, municipal residents and local businesses pay local taxes, assessments and fees for the specific purpose of obtaining and enhancing their desired level of municipal services and amenities; and

WHEREAS, intrusion from the Florida Legislature into municipal finances prohibits elected municipal leaders from meeting the expectations of their residents and local businesses that local revenues will be used as intended; and

WHEREAS, the Florida League of Cities has included the protection of local self-government under municipal Home Rule powers as one of its 2018 Legislative Priorities.

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

Section 1. The above “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The City Commission of the City of Winter Park urges all members of the Florida Legislature to oppose legislation that limits Floridians’ constitutional right to govern themselves under municipal Home Rule Powers.

Section 3. The City Commission of the City of Winter Park urges all members of the Florida Legislature to oppose legislation that would interfere with or intrude into municipal finances.

Section 4. The City Administration is directed to transmit a certified copy of this Resolution to the Florida League of Cities, the Orange County Legislative Delegation and any other interested parties.

Section 5. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 6. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 7. This Resolution shall become effective immediately upon its passage and adoption.


________________________
Mayor Steve Leary

ATTEST:

________________________
Cynthia S. Bonham, City Clerk
**motion / recommendation**
Adopt the attached ordinance.

**background**
As the City Attorney has discussed in the last two commission meetings an ordinance is necessary for the adoption of the naming policy in order to properly delegate authority to carry out the commission's naming policy.

**alternatives / other considerations**

**fiscal impact**

<table>
<thead>
<tr>
<th>Description</th>
<th>Upload Date</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinance Establishing Naming Policy</td>
<td>1/16/2018</td>
<td>Cover Memo</td>
</tr>
<tr>
<td>Naming Policy</td>
<td>1/16/2018</td>
<td>Cover Memo</td>
</tr>
</tbody>
</table>
ORDINANCE NO. ______

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, ADOPTING A NAMING POLICY FOR THE CITY’S LIBRARY AND EVENTS CENTER; PROVIDING FOR AUTHORIZATION TO THE MAYOR AND CITY MANAGER WITH RESPECT TO SUCH NAMING POLICY; MAKING FINDINGS; PROVIDING FOR SEVERABILITY, NON-CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Winter Park Library and Events Center is funded primarily by bonds duly approved by referendum of the electors of the City; and

WHEREAS, additional features have been proposed for the Library and Events Center, including but not limited to a roof top venue for the Events Center, an outdoor amphitheater, a raked auditorium in the Library, and a portico entry feature, which necessitate the raising of additional funds in excess of the funds provided by the bond issuance; and

WHEREAS, on November 27, 2017, the City Commission approved the City of Winter Park Library and Events Center Naming Policy, with the purpose of providing a mechanism for raising funds for the Library and Events Center via donations and naming of facilities related thereto; and

WHEREAS, the City Commission finds that it is advisable to further clarify the City’s naming policy with respect to the Library and Events Center, and to adopt such policy via ordinance.

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

SECTION 1: Recitals. The above recitals are true and correct, constitute findings of the City Commission, and are incorporated herein as a material part of this Ordinance.

SECTION 2: Naming Policy. The City of Winter Park Library and Events Center Naming Policy adopted by the City Commission on November 27, 2017 is hereby repealed in full and replaced with the policy of the same name attached to this Ordinance as Exhibit “A.” The City Manager and Mayor shall have authority under this Ordinance as described in the attached policy.

SECTION 3: Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. Non-Codification. This Ordinance and adopted policy shall not be codified but shall have the full force and effect of an ordinance of the City of Winter Park and any amendment of this Ordinance and adopted policy shall require an amendment by ordinance. No decisions or actions authorized or contemplated by the attached policy shall require approval by ordinance.
SECTION 5: Conflicts. In the event of any conflict between this Ordinance and any other ordinance or portions of ordinances, this Ordinance controls.

SECTION 6: Effective Date. This ordinance shall take effect immediately upon its passage and adoption by the City Commission of Winter Park, Florida.

FIRST READING: __________, 2018
SECOND READING: __________, 2018
ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida on this ____ day of _________, 2018.

CITY COMMISSION
CITY OF WINTER PARK

Mayor Steven Leary

ATTEST:

_____________________________
City Clerk Cynthia S. Bonham

___________________________
Date

U:\AKA\CLIENTS\WINTER PARK\GENERAL W600-26000\LIBRARY NAMING POLICY\NEW DOCS 1-11-18\ORDINANCE LIBRARY NAMING POLICY REV 1-11-18.DOCX
This Policy sets forth the requirements and conditions that must be met by donors in order for their name, or a name they select, to be applied to a City Library or Events Center facility or the Complex as a whole and matters related thereto. In all cases, final determination of whether any building, facility, exterior or interior space may be named for an individual rests with the City as provided herein. Fundraising to accomplish naming of facilities may be in partnership with the Winter Park Library Association (WPLA) and its board and leadership.

1. **General:** Donors who wish to name a building, addition to an existing building, interior space, exterior space, or any other facility or portion thereof (herein sometimes collectively referred to as “facility”) of the Library and Events Center Complex (LECC) must agree to the terms of the gift in an irrevocable and enforceable pledge/gift agreement.

2. **Requirements and Criteria for Naming a Facility:**

   (a) The required donation for naming a building, facility, or interior/exterior space of the LECC, or any portion thereof, shall be determined based on the following criteria: For large items such as the Library Building, the Event Center Building and the Complex as a whole, single donor naming rights must be at least 50 percent of the actual cost of the facility. With respect to the Rooftop Venue, the Belvedere and the Amphitheater – if approved at a later date – the cost for naming of these facilities shall be no less than 100 percent of the actual cost. The City Manager shall have the responsibility for making the foregoing determinations regarding required donations subject to the requirements and criteria established under this Policy and any direction by the City Commission. The Mayor and the counsel to the WPLA and any other persons deemed appropriate by the City Manager may provide advice and counsel to the City Manager regarding the required donation. The Mayor and the WPLA counsel are authorized to consult with and provide input to the City Manager regarding implementation and execution of this Policy, and to solicit donations and take other actions consistent with this Policy and any requirements/criteria adopted hereunder, all subject to the City Manager’s authority as provided in this Policy.

   (b) Final authority for naming a building, facility or exterior space rests exclusively with the City of Winter Park although the City Commission may assign or provide authority to the City Manager for naming certain portions of the LECC. The City may take into consideration recommendations of the Board of Trustees of the WPLA. Furthermore, the City in partnership with the WPLA (through the Board of Trustees) shall create a “pre-approved list of naming opportunities” and the associated costs therefor. Staff of the WPLA and the City may rely upon said approved lists and proceed with donors independent of consultation with the Board of Trustees; however, the City has final naming authority of any new or existing building, facility or exterior space.

   (c) Generally, naming rights shall not be granted “in perpetuity” but for the useful life of the structure subject to changed circumstances as noted in a written gift agreement.

   (d) The City shall not approve any naming option that is inconsistent with the City’s image, brand, and a family atmosphere. All decisions of the City Manager under this Policy shall be consistent with the foregoing principles, the requirements of this Policy, any direction by the City Commission, and shall advance the purposes of this Policy.

3. **Approval of Exceptions.** All exceptions to the Naming Costs will be weighed against their future cost, as all exceptions granted weaken this policy, and any exception granted may be viewed by past or prospective donors as a precedent, making it more difficult to deny future requests for exceptions. Exceptions may be denied by the City Manager or recommended for approval by the City Commission.

4. **Morals Clause.** If at any time the donor commits any act or becomes involved in any situation, incident, or occurrence tending to degrade the donor in the community, or which brings the donor into public contempt or scandal, or which materially and adversely affects the reputation or business of the City or the WPLA, whether or
not information in regard thereto becomes public, all in the City’s sole discretion, the City shall have the right to remove donor’s recognition rights, which right by the City shall be memorialized in a previously executed pledge/gift agreement.

5. **Prior Names.** Prior names on existing facilities will not carry over to the new Library and Events Center or the Complex as a whole. All donor pledges and gift agreements shall specifically acknowledge that any naming of all or a portion of the Library, the Events Center, or the Complex as a whole are limited to this project only and will not be carried forward to other, future facilities.

6. **City and Library Partnership.** The City and the WPLA may work in tandem on this joint project owned by the City. All donor solicitations shall be conducted so as to preclude multiple parties soliciting contributions from the same potential donor. The City and the WPLA have acknowledged the WPLA’s commitment to raise $2,500,000 towards this project. Funds may be contributed to either the WPLA or to the Foundation established by the City provided that in the case of the City Foundation, contributed funds shall count towards the WPLA’s commitment unless a donor specifies otherwise. Funds raised for naming the Amphitheater, Rooftop Venue, Raked Auditorium, Belvedere and Portico will first be applied to the additive cost thereof and any excess above their actual cost shall be credited to the WPLA’s $2,500,000 commitment.

7. **Disclaimer.** Nothing in this Policy, or any requirements or criteria adopted in accordance with this Policy, shall be construed to create any obligation by the City or any right or expectation of prospective donors with respect to the subject matter of this Policy. The City retains the sole discretion, to the maximum extent allowable by law, to reject any donation or naming proposal for any reason. The decision to associate any name with a City-owned facility, property, or any portion thereof, is made by the City in its proprietary capacity. It is not the City’s intention to create a public forum of any kind with respect to the naming of City property under this Policy.
subject
Request of the City of Winter Park to amend various sign code regulations PLEASE NOTE: THE PUBLIC HEARING FOR THIS ORDINANCE HAS BEEN POSTPONED UNTIL FURTHER NOTICE

motion / recommendation

background

alternatives / other considerations

fiscal impact