

CITY COMMISSION WORK SESSION
August 22, 2011

The work session was called to order by Mayor Kenneth Bradley at 4:34 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

Members present:

Mayor Kenneth Bradley
Commissioner Steven Leary
Commissioner Sarah Sprinkel
Commissioner Tom McMacken
Commissioner Carolyn Cooper

Also present:

City Manager Randy Knight
City Attorney Larry Brown
Deputy City Clerk Michelle Bernstein
Dan Bellows, Benjamin Partners, Ltd.
Phil Hunt, Gardnyr Michael Capital Inc.

This meeting was a work session with no public input.

Ravaudage discussion:

This work session was to discuss the proposed Ravaudage project and the possible creation of a Community Development District (CDD) for a public/private partnership. Dan Bellows with Benjamin Partners, Ltd. provided background information and explained that they are trying to get this project moving. He requested assistance from the City to help with the infrastructure.

Mr. Bellows stated that the Phase I plan is ready and that they have a fully executed contract with Ale House in which they are required to put in the permanent decorative 15 foot sidewalk along 17-92 as well as the permanent public plaza, the landscaping and the streetscape of Lewis Avenue. He indicated that they would like to break ground and start the infrastructure at the end of August or the first week in September. He mentioned that he was hoping the City would either self perform the work and/or back or guarantee the balance and to either agree to reimburse them through a CDD and/or through future impact fees that would be generated if they did not do a CDD.

Mr. Bellows proposed to annex 54 acres of currently unincorporated land into Winter Park. He explained that he is allowed to have a multi-jurisdictional CDD which would be through Maitland and Winter Park. He stated that there is a lot involved when setting up a multi-jurisdictional CDD so it works a lot better for everyone by petitioning one municipality. He also explained that because he is starting out in Winter Park when he goes to expand the CDD he can only expand up to 50% of the initial CDD (by example if he annexes 37 acres to Winter Park and then annexes 17+ acres to Maitland and since he already owns 30 acres in Maitland it will not work because he needs to include the 30 acres in his CDD boundary). He agreed it is best to annex all 54 acres into Winter Park. He also proposed to annex the land with the understanding that the City of Winter Park is going to accept the entitlements that were given by Orange County.

Mr. Bellows said since they would like to get started right away he suggested that they start out with the first reading of an annexation ordinance for the September 12 meeting. This would annex 24 acres to the City (all of Bennett Road) and allow him to use most of this land for the storing of materials and so they can start the stormwater piping in that area. He clarified that he owns all of the lots in the 24 acres except for one lot and that he is in the process of obtaining consent from the property owner.

Commissioner Sprinkel asked about the status of the agreement between Benjamin Partners Ltd. and the City of Winter Park and Orange County. Mr. Bellows said there is an agreement between Benjamin Partners Ltd. and City of Winter Park and he believes that with a strong

argument that he should bring 13 acres back into the City. He said the City may believe that it is the entire 54 acres but he disagrees that it could apply to acres of land that he never owned.

Planning Director Jeff Briggs explained that Mr. Bellows is offering to do this in two phases so he can fulfill the terms of the original agreement which is to annex the whole project into the City except for what is already in Maitland.

Commissioner Leary asked if this property is outside the City's electric utility. Mr. Bellows explained that currently there is City water and sanitary, some Progress Energy and some Winter Park electric. He mentioned that he is prepared to write a letter or construct legally whatever needs to be done to ensure that Winter Park provides the electric to this project.

Mayor Bradley summarized Mr. Bellows's request to the Commission which is to annex 24 acres which would eventually lead to 54 acres and either money, support or self performance to help with the initial site work. Mr. Bellows stated that is correct.

Mr. Bellows said he wants to know that the City is interested and supportive because he wants to get things started right away and that he is willing to annex 24 acres and obtain a signed pre-annexation agreement simultaneously.

Phil Hunt with Gardnyr Michael Capital Inc. and Mr. Bellows explained how a CDD works and what is proposed for the Ravaudage CDD. Mr. Bellows further defined the proposed split on the utility taxes, what revenues are to be split between the CDD and the City and what the revenue is to be used for. He noted that all of the revenue and tax information is included in the interlocal agreement that he is proposing to submit to the City.

Mr. Bellows explained that in order to enter into the interlocal agreement they need to have the district formed and in order to form the district they need to have it annexed and in order to annex they need to know that the City is willing to do the CDD. Thus, the annexation agreement comes first, partially start some of the annexations, then approve the CDD petition and subsequently address the interlocal agreement.

Commissioner Leary asked Attorney Brown if they separate this out to either 24 or 54 acres does it in any way affect the City's position with the original agreement. Attorney Brown said he needs to look at this more closely so he can understand why they want to break it up into two pieces. He said from the City's point of view it would be better to deal with all 54 acres and then provide reasonable conditions that both parties agree to.

In an effort to not hold up the project Mr. Bellows suggested to have staff and the City Attorney review the annexation agreement this week for the entire 54 acres and finalize the document so the item can be included in the September 12 agenda packet for first reading. This would allow the Commission to either approve the agreement or make revisions or inclusions/deletions. He stated that after the first reading he will have two weeks to coordinate with the City Attorney and staff to address the Commission's concerns and when it comes back to the Commission for the second reading if they are not comfortable with approving the agreement the City has that option.

City Manager Knight explained Mr. Bellows position. He noted that his intention was always to come in with the CDD documents upfront; however, because of the rush on the Ale House

component of the deal some pieces are out of order. He explained that Mr. Bellows has asked the City to help him get the infrastructure (electric, water/sewer) to the building pad for Ale House so he can close the deal with them. City Manager Knight said that staff is prepared to move forward with only the water, sewer and electric infrastructure because the City would be doing that type of work anyway and we would get reimbursed from the impact fees once they are paid. He explained the risk is to put the infrastructure in and have the Ale House deal not go through; however, the infrastructure would not be wasted but the cost of the work requested for the stormwater and other infrastructure is well beyond the commitments that staff can make.

City Manager Knight noted that staff has already reviewed a lot of the documents and comments were sent back to Mr. Bellows. The City is now waiting for the revised documents to come back within the next few days. Once they have been received staff will review them and they will be sent to Attorney Brown for his review. City Manager Knight also noted that a feasibility study needs to be done by the City to make sure the City can serve that portion of infrastructure.

Attorney Brown advised that under any plan the sharing of revenue with the CDD would end once the bonds are paid off.

Mayor Bradley said he is interested in the CDD and is eager to make sure it works. He also wanted to make sure that they are fair and appropriate with our sister cities and that it would work best if we can work with both Maitland and the petitioner to do something that makes sense for both of our cities. He said this is very important because they have had conversations with the Mayor and City Manager of Maitland at the direction of the Commission to make sure they were all working together for the common good.

Mr. Bellows believed the annexation agreement and the request for annexation should be ready for the September 12 meeting for discussion and it is up to the Commission if they want to have the second reading or not. He also noted that the interlocal agreement is the agreement that pertains to the entire CDD which includes the dollar figures; the methodology; and how the CDD is going to be run, managed, maintained and terminated. He noted that the interlocal agreement will not be ready for at least a month.

Mayor Bradley proposed an annexation agreement for some acreage (24 acres and up) for the meeting of September 12, 2011 for consideration; however, he was not clear that they need an annexation agreement to do that.

There was consensus to schedule the annexation ordinance and annexation agreement for the meeting of September 12, 2011.

The meeting was adjourned at 6:11 p.m.



City Clerk Cynthia Bonham