



City Commission Regular Meeting

Agenda

June 11, 2025 @ 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

welcome

Agendas and all backup material supporting each agenda item are accessible via the city's website at cityofwinterpark.org/meetings/ and include virtual meeting instructions.

assistance & appeals

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office ([407-599-3277](tel:407-599-3277)) at least 48 hours in advance of the meeting.

"If a person decides to appeal any decision made by the Board with respect to any matter considered at this hearing, a record of the proceedings is needed 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).

please note

Times are projected and subject to change.

2:30 p.m. - Electric Utility 20th Anniversary Reception, Chapman Room.**1. Meeting Called to Order****2. Invocation - Pastor Greg McClellan, Action Church****3. Pledge of Allegiance****4. Approval of Agenda****5. Mayor's Report**

- | | |
|---|------------|
| a. Winter Park Sidewalk Art 2025 Festival Best of Show Presentation | 5 minutes |
| b. Presentation - Dr. Fayshonda Cooks, UCF College of Nursing | 5 minutes |
| c. Juneteenth Proclamation | 5 minutes |
| d. Pride Month Proclamation | 5 minutes |
| e. Electric Utility 20th Anniversary Presentation | 20 minutes |
| <ul style="list-style-type: none">• Proclamation• Power Shift Video Presentation• Florida Municipal Power Association (FMPA) Reliability Award• Florida Municipal Electric Association (FMEA) Safety Award | |

6. City Manager's Report**7. City Attorney's Report****8. Non-Action Items****9. Public Comments | 5 p.m. or soon thereafter**

(If the meeting ends earlier than 5 p.m., public comments will be at the end of the meeting. Three minutes are allowed for each speaker.)

10. Consent Agenda

- | | |
|--|----------|
| a. Approve the minutes of the regular meeting, May 28, 2025 | 1 minute |
| b. Approve the following piggyback contracts: | 1 minute |
| <ul style="list-style-type: none">1. Fisher Scientific - OMNIA Partners #2021002889 General Lab Supplies; For purchasing lab supplies and materials for the Water & Wastewater Department. Contract Term: Through June 30, 2029; | |

- not to exceed \$200,000.
2. Harrington Industrial Plastics LLC - GSA #47QSWA23D008S Industrial Products and Services; For purchasing industrial water treatment products and assisting city staff with services. Contract Term: Through August 9, 2028; not to exceed \$150,000.
 3. Stuart C. Irby Company - Orlando Utilities Commission #4979-1 OQ - Wire and Cable; For purchasing wire and cables for City support and inventory purposes. Contract Term: Through June 14, 2026; not to exceed: \$1,000,000.
 4. Hale Innovation, LLC - Seminole County #RFP-604788-24/TLR Grant Consulting Services; Requesting additional funding for consulting services to assist and support City staff with grant applications. Contract Term: Through November 11, 2027; not to exceed: \$250,000.
 5. Control Technologies, Inc. - FDOT #DOT-ITB-24-9098-SJ FDOT Approved Products List (APL) Traffic Equipment; For purchasing traffic control materials in preparation for the upcoming hurricane season. Contract Term: Through June 5, 2026; not to exceed: \$200,000.
 6. Fire Facilities, Inc. - H-GAC #MB11-20 New/Leased Modular Buildings and Shelters; For the purchase of a modular fire training building for use by the Fire Department in support of training operations. Contract Term: Through October 31, 2025; not to exceed: \$1,100,000.

c. Approve the following contracts:

1 minute

1. RFQ7-22 - Kisinger Campo & Associates, Corporation - Transportation Planning & Engineering Services; For professional consulting services to support city staff with active and potential future projects. Contract Term: Through June 14, 2026.
2. RFP8-24 - A Budget Tree Service, Inc. - Tree Pruning and Removal Services; For contracted services to support the City with tree pruning and removal. Contract Term: Through June 14, 2026; not to exceed \$1,200,000.
3. RFQ7-24 - Southeastern Surveying & Mapping Corporation - Professional Survey Consulting Services; For professional consulting services to support city staff with active and potential future projects. Contract Term: Through June 9, 2026.
4. RFQ7-22 - Kimley-Horn & Associates, Inc. - Transportation Planning & Engineering Services; For professional consulting services to support city staff with active and potential future projects. Contract Term: Through June 2, 2026.
5. RFQ7-23 - Terracon Consultants, Inc. - Geotechnical & Environmental Consulting Services; For professional consulting

services to support city staff with active and potential future projects; Contract Term through May 5, 2026.

- | | | |
|----|--|----------|
| d. | Budget Amendment and Purchase of horizontal directional drilling equipment to replace existing equipment; Vermeer Southeast Sales & Service, Inc. - Florida Sheriffs Association Contract #FSA23-EQU21.0: Equipment; Amount: \$600,000 | 1 minute |
|----|--|----------|

11. Action Items Requiring Discussion

- | | | |
|----|--|------------|
| a. | Rollins College Softball Stadium Contract Revision | 30 minutes |
|----|--|------------|

12. Public Hearings: Quasi-Judicial Matters

(Public participation and comment on these matters must be in-person.)

- | | | |
|----|--|-----------|
| a. | Ordinance 3337-25 - Authorizing lease of Lake Island Center to Winter Park Benefit Shop (2nd reading) | 5 minutes |
| b. | Request of Toren Veigle to: <ul style="list-style-type: none"> • Ordinance 3334-25 - Annexing the property at 687 Harold Avenue along with approximately 0.2 acres of right-of-way of Harold Avenue adjacent to the property to be annexed (2nd Reading) • Ordinance 3339-25 - Establishing Commercial Future Land Use (2nd reading) • Ordinance 3340-25 - Establishing Commercial (C-3) Zoning on the annexed property (2nd Reading) | 5 minutes |
| c. | Request of the City of Winter Park for Ordinances to: <ul style="list-style-type: none"> • Ordinance 3341-25 - Establishing single-family Future Land Use on the annexed properties at 443 East Kings Way, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 Stonehurst Road and to indicate the annexation on the other maps within the Comprehensive Plan. (2nd Reading) • Ordinance 3342-25 - Establishing single-family (R-1AA) zoning on the annexed properties at 443 East Kings Way, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 Stonehurst Road. (2nd Reading) • Ordinance 3343-25- Vacating and abandoning the western and eastern 17.5-foot portion of Stonehurst Road. (2nd Reading) | 5 minutes |

13. Public Hearings: Non Quasi-Judicial Matters

(Public participation and comment on these matters may be virtual or in-person.)

14. City Commission Reports

15. Summary of Meeting Actions

16. Adjournment



City Commission

agenda item 5.a

item type

Mayor's Report

meeting date

June 11, 2025

prepared by

Craig O'Neil, Assistant Director of Communications

approved by

Randy Knight, City Manager

subject

Winter Park Sidewalk Art 2025 Festival Best of Show Presentation

motion | recommendation

Board members from the Winter Park Sidewalk Art Festival will present the 2025 Best of Show piece to the City Commission.

background

Each year, the Best of Show art piece from the Annual Winter Park Sidewalk Art Festival is presented to the City Commission and then displayed in the lobby of City Hall for the next year. The city's Public Art Collection, which includes almost 100 pieces representing various mediums from artists around the world, includes the Best of Show piece for each year since 1969. The 2025 Best of Show piece is a drawing titled "Suburbandale" by R. Michael Wommack of Langhorne, Pennsylvania. This piece will be included in the city's online Public Art Collection accessed at cityofwinterpark.org/public-art.

alternatives | other considerations**fiscal impact****attachments**

None



City Commission

agenda item 5.b

item type

Mayor's Report

meeting date

June 11, 2025

prepared by

Rene Cranis, City Clerk

approved by

Randy Knight, City Manager

subject

Presentation - Dr. Fayshonda Cooks, UCF College of Nursing

motion | recommendation**background**

Dr. Fayshonda Cooks, UCF College of Nursing, and nursing students will present generalized health-related information and population health concepts that support optimal community health. The intent is to ensure that nursing students graduate with a broad view of our Central Florida communities, including exposure to our city and county leadership processes and programs. Through this presentation, nursing students can learn about decision-making processes and how policies and programs are shaped. This knowledge can empower them to engage more effectively in our communities and contribute to meaningful changes.

alternatives | other considerations**fiscal impact****attachments**

None



City Commission

agenda item 5.c

item type

Mayor's Report

meeting date

June 11, 2025

prepared by

Craig O'Neil, Assistant Director of Communications

approved by

Randy Knight, City Manager

subject

Juneteenth Proclamation

motion | recommendation**background****alternatives | other considerations****fiscal impact****attachments**

None



City Commission

agenda item 5.d

item type

Mayor's Report

meeting date

June 11, 2025

prepared by

Clarissa Howard, Director of Communications

approved by

Randy Knight, City Manager

subject

Pride Month Proclamation

motion | recommendation**background****alternatives | other considerations****fiscal impact****attachments**

None



City Commission

agenda item 5.e

item type

Mayor's Report

meeting date

June 11, 2025

prepared by

Craig O'Neil, Assistant Director of Communications

approved by

Randy Knight, City Manager

subject

Electric Utility 20th Anniversary Presentation

- Proclamation
- Power Shift Video Presentation
- Florida Municipal Power Association (FMPA) Reliability Award
- Florida Municipal Electric Association (FMEA) Safety Award

motion | recommendation**background**

The "Flip of the Switch" announcing the city's official acquisition of the Electric Utility took place on June 1, 2005, and now in 2025, the city proudly celebrates its 20th anniversary this June. The celebration will include presentations, a proclamation, as well as award recognitions from the Florida Municipal Power Agency and Florida Municipal Electric Association.

alternatives | other considerations**fiscal impact**

N/A

attachments

None



City Commission

agenda item 10.a

item type

Consent Agenda

meeting date

June 11, 2025

prepared by

Rene Cranis, City Clerk

approved by

Randy Knight, City Manager

subject

Approve the minutes of the regular meeting, May 28, 2025

motion | recommendation**background****alternatives | other considerations****fiscal impact****attachments**

1. Minutes 05-28 -25 Draft



City Commission Regular Meeting Minutes

May 28, 2025 at 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

Present

Mayor Sheila DeCiccio, Commissioners Marty Sullivan, Craig Russell, Kris Cruzada and Warren Lindsey; City Manager Randy Knight; City Attorney Kurt Ardaman and City Clerk Rene Cranis.

1. Meeting Called to Order

Mayor DeCiccio called the meeting to order at 3:30 p.m.

2. Invocation - Pastor Doug Hankins - First Baptist Church of Winter Park

3. Pledge of Allegiance

4. Approval of Agenda

Motion made by Commissioner Sullivan to approve the agenda, seconded by Commissioner Cruzada. The motion carried unanimously by a 5-0 vote.

5. Mayor's Report

6. City Manager's Report

- In compliance with new ban, the city will discontinue fluoride use by July 1st.
- Staff have begun hurricane preparation with pre-hurricane sandbag distribution.
- The suit filed by the family of Daniel Knight was dismissed.

7. City Attorney's Report

8. Non-Action Items

9. Public Comments | Heard after Public Hearings.

Hattie Bryant, 1240 S. Pennsylvania Avenue, suggested the city consider discontinuing the city's Earth Day event due attendance and expense and also staff reductions in the sustainability division, which coordinates this event, and transferring responsibilities to the lakes division.

At the request of Mayor DeCiccio, Commissioner Russell read a letter to the city manager from Austin's owner, Jackie Moore, in which she thanked him for the city's efforts to find a new location in the community, explained the perception and passion of

its patrons and restated their intent to continue working with the city's realtor to assist in finding another location.

The following spoke in support of preserving Austin's Coffee and of designating it as a historic landmark:

Aloe Bellochi, 4725 Walden Circle, Orlando
Kenya Richemond, 6856 Waterville Lane, Orlando
Ramon Bonilla, 1647 E. Colonial Drive, Orlando
Erin Loranger, 12100 Sterling University Lane, Orlando
Lacey Quinn, 11963 Boardwalk Drive, Orlando
Giancarlo Rodriguez, 10725 Cypress Trail Drive, Orlando

10. Consent Agenda

- a. Approve the minutes of the regular meeting, May 14, 2025
- b. Approve the following piggyback contracts:
 1. Hubbard Construction Company - Orange County #Y23-127 Furnish Asphalt Products. Used for purchasing asphalt materials and assisting city staff with services; Contract Term agreement through May 31, 2026; not to exceed \$715,000.
 2. Miller Electric Co. - Osceola County #RFP-21-12227-TP Video Surveillance Maintenance & Installation. For purchasing video surveillance materials and assisting city staff with services, the Contract Term Agreement through April 30, 2026, not to exceed \$200,000.
 3. Caterpillar, Inc. - Sourcewell #RFP 092222 Caterpillar Generator Purchases, Repairs, and Maintenance. For purchasing generators, generator materials and assisting city staff with services; Contract Term Agreement November 22, 2026; not to exceed \$500,000.
 4. Cummins Inc. - Sourcewell #RFP 092222 Cummins Generator Purchases, Repairs, and Maintenance. For purchasing generators, generator materials, and assisting city staff with services; Contract Term Agreement November 22, 2026; not to exceed \$500,000.
 5. Ten-8 Fire Equipment Co. - Lake County #22-730K Fire Equipment, Supplies, and Services. Requesting additional funding for purchasing fire-fighting materials. Contract Term through July 31, 2025; not to exceed \$100,000.
 6. Evans Equipment & Environmental - Choice Partners #22/027MR-02 Parts and Equipment Fleet Wash Station. For the purchase of materials and services to construct a New Wash Bay for City-Owned vehicles; Contract Term through May 18, 2026; not to exceed \$300,000.
- c. Approve the following contracts:
 1. All City Management Services, Inc. - Crossing Guard Services. For public safety crossing guard services; not to exceed \$104,755.00
 2. Cintas Corporation - Fire Protection Services. Fire extinguisher maintenance and services as needed on City facilities; Contract Term through May 31, 2026, not to exceed \$100,000.

Motion made by Commissioner Lindsey to approve the Consent Agenda, seconded by Commissioner Russell. The motion carried unanimously by a 5-0 vote.

11. Action Items Requiring Discussion

a. Streetlight policy

Director of Electric Utility Jamie England reviewed the proposed policy regulating residential and commercial street lighting and responded to questions about the timeline for the installation and eliminating existing streetlight assessments.

Motion made by Commissioner Cruzada to approve the policy, seconded by Commissioner Russell. The motion carried unanimously by a 5-0 vote.

12. Public Hearings: Quasi-Judicial Matters

a. Ordinance - Authorizing lease of Lake Island Center to Winter Park Benefit Shop (1st reading)

Attorney Ardaman read the ordinance by title.

Mayor DeCiccio suggested the agreement note that the city paid the insurance for the first year. Mr. Ardaman suggested adding in Section 16d, Insurance, "notwithstanding the above, the city has agreed to pay the first year's insurance.

Commissioner Sullivan asked for confirmation of the term. Mayor DeCiccio confirmed a three-year term was approved with a 4-1 vote in the last meeting. Commissioner Cruzada voted no, supporting a five-year term. Commissioner Sullivan said three years is not long enough to gauge the shop's success and proposed a five-year lease.

Debbie Glaser, 1219 Arlington Place, Benefit Shop Manager, thanked the Commission for their support. She announced the reopening on May 30th and named the charities that will be supported by the shop in 2025.

Gigi Papa, 1440 Hibiscus Avenue, thanked Mrs. Glaser and the volunteers for their work and supported a longer lease.

Motion made by Commissioner Sullivan to change the initial lease term to five years, seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Sullivan, Russell and Cruzada voted yes. Commissioner Lindsey and Mayor DeCiccio voted no. The motion carried by a 3-2 vote.

Motion made by Commissioner Cruzada to approve the ordinance on first reading with the term lease amended to five years and adding language that city has paid the first year's insurance. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously with a 5-0 vote.

b. Request of John and Gold Cohen Trust, for Conditional Use approval to develop a 6,956 square-foot auto parts retail store (Autozone), at 2684 Lee Road, zoned C-3.

Senior Planner John Harbilas presented this request. The Planning and Zoning Board recommended approval with the following conditions noting that the architectural conditions have been met with the most recent plans.

1. Façade materials behind the wall signage on all sides are to be a light-colored brick or textured cement panel.
2. The decorative water table around building base to be made from brick, cast stone, or painted precast colored to match the parapet cornice.
3. Dumpster enclosures and ground signs shall be designed to mimic the material palette of the principal building.
4. Store operating hours to be no later than midnight, with no overnight parking.
5. Vehicle maintenance services, such as fluid and oil changes, are not permitted on site.
6. That urban forestry reviews any conflicts between the overhead power lines and placement of canopy trees.

Motion made by Commissioner Sullivan to approve the request with the conditions noted, seconded by Commissioner Lindsey. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

- c. Request of Toren Veigle to:
 - Ordinance - Annexing the property at 687 Harold Avenue along with approximately 0.2 acres of right-of-way of Harold Avenue adjacent to the property to be annexed (1st Reading)
 - Ordinance - Establishing Commercial Future Land Use (1st reading)
 - Ordinance - Establishing Commercial (C-3) Zoning on the annexed property (1st Reading)

Attorney Ardaman read the ordinances by title. Director of Planning and Zoning Allison McGillis reviewed the requests. The Planning & Zoning Board recommended approval. There were no public comments.

Motion made by Commissioner Russell to approve the annexation ordinance on first reading, seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

Motion made by Mayor DeCiccio to approve the future land use ordinance, seconded by Commissioner Russell. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

Motion made by Mayor DeCiccio to approve the zoning ordinance, seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

- d. Request of Barefoot Brothers Construction for subdivision approval to split the property at 747 McIntyre Avenue (zoned R-2) into two lots. Each proposed lot would exceed the minimum size requirements of R-2 with 52 feet of lot width and 8,736 square feet of area.

Mrs. McGillis reviewed the request for subdivision approval. The Historic Preservation Board (HPB) recommended approval of the demolition of the existing house provided the new homes are not mirror images of each other. The Planning and Zoning Board recommended approval with the condition that the new homes receive a Certificate of Review from HPB. There were no public comments.

Motion made by Commissioner Sullivan to approve the subdivision request with recommended conditions, seconded by Commissioner Russell. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

- e. Request of the City of Winter Park for Ordinances to:
 - Ordinance - Establishing single-family Future Land Use on the annexed properties at 443 East Kings Way, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 Stonehurst Road and to indicate the annexation on the other maps within the Comprehensive Plan. (1st Reading)
 - Ordinance - Establishing single-family (R-1AA) zoning on the annexed properties at 443 East Kings Way, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 Stonehurst Road. (1st Reading)
 - Ordinance - Vacating and abandoning the western and eastern 17.5-foot portion of Stonehurst Drive. (1st Reading)

Attorney Ardaman read the ordinances by title. Mrs. McGillis reviewed these requests relating to the recent annexation of these properties and noted a resolution adopted in 2009 requires the abandonment of a portion of Stonehurst Road upon annexation. The Planning and Zoning Board recommended approval. There were no public comments.

Motion made by Commissioner Russell to approve the land use ordinance on first reading, seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

Motion made by Mayor DeCiccio, to approve the zoning ordinance, seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

Motion made by Commissioner Russell to approve the abandonment ordinance, seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

13. Public Hearings: Non-Quasi-Judicial Matters

- a. ORDINANCE 3335-25 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING ARTICLE VIII HISTORIC PRESERVATION OF CHAPTER 58 OF THE LAND DEVELOPMENT CODE CONCERNING THE PROCESS AND PROCEDURES FOR CERTIFICATES OF REVIEW SUBJECT TO THE PUBLIC NOTICE AND PUBLIC HEARING PROCESS, PENALTIES FOR UNAUTHORIZED SIGNIFICANT ALTERATIONS OR DEMOLITIONS; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. (2nd reading)

Attorney Ardaman read the ordinance by title.

Motion made by Commissioner Cruzada to adopt Ordinance 3335-25, seconded by Commissioner Lindsey. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

- b. ORDINANCE 3336-25 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING SECTION 114-1 DEFINING TERMS RELATED TO THE REGULATION OF CITY WATERWAYS; AMENDING SECTION 114-2 ESTABLISHING PENALTIES FOR NONCRIMINAL BOATING INFRACTIONS; AMENDING CHAPTER 114, ARTICLE IV GOVERNING BOATING AND WATER SAFETY; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE. (2nd reading)

Attorney Ardaman read the ordinance by title. Director of Natural Resources and Sustainability Gloria Eby reviewed the updates based on discussion at first reading. Commissioner Sullivan urged staff to look at regulating non-motorized vessels and tour guides. There were no public comments.

Motion made by Commissioner Cruzada to adopt Ordinance 3336-25, seconded by Commissioner Lindsey. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

14. City Commission Reports

Commissioner Sullivan –

- Thanked the IT Department for helping him transition to the Cloud.

Commissioner Russell –

- Noted that today is the last day of school and urged participation in summer camps/programs.
- Suggested the Youth Advisory Council be invited to an upcoming meeting to give a year-end report. Approved by consensus. Mayor DeCiccio thanked Commissioner Russell for his work with the council.

Commissioner Cruzada –

- Thanked city staff for their work on the deteriorating wall on Aloma Avenue.

Commissioner Lindsey –

- Appointed Ed Baxa to the Construction Board of Adjustments and Appeals.

- Expressed his appreciation for the input by Austin's patrons.
- Suggested that the city consider an ordinance to regulate the use and placement of pickleball courts in residential areas. Agreed by consensus.

Mayor DeCiccio –

- Spoke about board member attendance and inability to take action due to lack of quorum. She proposed that after two consecutive absences, upon notification by staff, the appointing commissioner speak with the board member and after a third consecutive absence, the board member be terminated from the board. After discussion, consensus was for staff to propose changes to attendance standards.
- Said the Today show was broadcast in Central Park without mention of the city or recognition or by Visit Orlando who coordinated the event. She suggested that Visit Orlando receive nothing for free without recognition of the City's contribution. Agreed by consensus.
- Asked that staff to research left turn signal at the intersection of Morse and 17-92 due to accidents.
- Received input from residents about the lack of a Memorial Day celebration and suggested an event or recognition with American flags next year. Approved by consensus.
- Addressed rules regarding public comment in meetings. She suggested amending the rules to either reduce speaking time for items not on the agenda or allowing flexibility to reduce the time if there are numerous speakers on one topic. After discussion, consensus was for staff to look at options. Commissioner Lindsey said he feels this violates First Amendment rights and sets a dangerous precedent.

15. Summary of Meeting Actions

- Approved the Consent Agenda.
- Approved the Street Lighting Policy.
- Approved ordinance on first reading for Benefit Shop Lease.
- Approved conditional use request for Autozone store.
- Approved ordinances for 687 Harold Avenue annexation, land use, zoning. Approved subdivision request for 747 McIntyre Avenue.
- Approved ordinances on first reading for Stonehurst area land use, zoning, and abandonment of portion of Stonehurst Road.
- Adopted ordinances on second reading amending historic preservation and boating regulations.
- Commissioner Lindsey appointed Ed Baxa to the Construction Board of Adjustment and Appeals.
- Staff to bring back pickleball regulations on private property.
- Staff to present options to address board member attendance.
- Staff to advise Visit Orlando that no fee waivers will be granted without proper recognition of the city.
- Staff to research a left-turn signal at the Morse/17-92 intersection.
- Staff to look at Memorial Day recognition.
- Staff to present options for speaking time at meeting.

16. Adjournment

The meeting was adjourned at 5:58 p.m.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis



City Commission

agenda item 10.b

item type

Consent Agenda

meeting date

June 11, 2025

prepared by**approved by**

Rene Cranis, City Clerk

subject

Approve the following piggyback contracts:

motion | recommendation**background****alternatives | other considerations****fiscal impact****attachments**

None

**item type**

Consent Agenda

meeting date

June 11, 2025

prepared by

Rebecca Watt, Procurement Agent

approved by

Randy Knight, City Manager

subject

1. Fisher Scientific - OMNIA Partners #2021002889 General Lab Supplies; For purchasing lab supplies and materials for the Water & Wastewater Department. Contract Term: Through June 30, 2029; not to exceed \$200,000.
2. Harrington Industrial Plastics LLC - GSA #47QSWA23D008S Industrial Products and Services; For purchasing industrial water treatment products and assisting city staff with services. Contract Term: Through August 9, 2028; not to exceed \$150,000.
3. Stuart C. Irby Company - Orlando Utilities Commission #4979-1 OQ - Wire and Cable; For purchasing wire and cables for City support and inventory purposes. Contract Term: Through June 14, 2026; not to exceed: \$1,000,000.
4. Hale Innovation, LLC - Seminole County #RFP-604788-24/TLR Grant Consulting Services; Requesting additional funding for consulting services to assist and support City staff with grant applications. Contract Term: Through November 11, 2027; not to exceed: \$250,000.
5. Control Technologies, Inc. - FDOT #DOT-ITB-24-9098-SJ FDOT Approved Products List (APL) Traffic Equipment; For purchasing traffic control materials in preparation for the upcoming hurricane season. Contract Term: Through June 5, 2026; not to exceed: \$200,000.
6. Fire Facilities, Inc. - H-GAC #MB11-20 New/Leased Modular Buildings and Shelters; For the purchase of a modular fire training building for use by the Fire Department in support of training operations. Contract Term: Through October 31, 2025; not to exceed: \$1,100,000.

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. The Water & Wastewater Department requires ongoing access to lab supplies and

materials to support daily operations and regulatory testing. Fisher Scientific was selected through the OMNIA Partners cooperative agency, which provides competitively solicited pricing and terms.

2. The Water & Wastewater Department utilizes industrial water treatment products and related services to maintain and support essential systems and operations. Harrington Industrial Plastics LLC was selected through the GSA cooperative agency, a federally awarded cooperative contract offering competitive pricing.
3. The City maintains an inventory of wire and cable to support utility operations, maintenance, and system upgrades. Stuart C. Irby Company was selected through the Orlando Utilities Commission, which provides competitively sourced pricing.
4. The City utilizes grant consulting services to identify, apply for, and secure external funding opportunities, including programs such as the CDBG (Orange County Community Development Block grants), CPF (Congressional Operations), HMGP (Hazard Mitigation Grant Program), and FDEM (Federal Department of Emergency Management). Hale Innovation, LLC was selected by Seminole County to assist and support City staff with the preparation and management of grant applications.
5. The City will utilize this contract to maintain existing traffic control equipment and to purchase additional materials in preparation for the upcoming hurricane season. Control Technologies, Inc. was selected through FDOT's competitive process.
6. The City was awarded state appropriation funding to support the Fire Training Facility project. This contract will be utilized to purchase the facility in compliance with state regulations. A total of \$1.1 million in funding remains available for the project, which includes the \$550,000 state appropriation awarded specifically for this purpose.

alternatives | other considerations

N/A

fiscal impact

1. Water & Wastewater Fund
2. Water & Wastewater Fund
3. Electric Utility Fund
4. General Fund
5. General Fund
6. Capital Improvements Fund

attachments

None



City Commission

agenda item 10.c

item type

Consent Agenda

meeting date

June 11, 2025

prepared by**approved by****subject**

Approve the following contracts:

motion | recommendation**background****alternatives | other considerations****fiscal impact****attachments**

None



City Commission

agenda item 10.c.1

item type

Consent Agenda

meeting date

June 11, 2025

prepared by

Rebecca Watt, Procurement Agent

approved by

Randy Knight, City Manager

subject

1. RFQ7-22 - Kisinger Campo & Associates, Corporation - Transportation Planning & Engineering Services; For professional consulting services to support city staff with active and potential future projects. Contract Term: Through June 14, 2026.
2. RFP8-24 - A Budget Tree Service, Inc. - Tree Pruning and Removal Services; For contracted services to support the City with tree pruning and removal. Contract Term: Through June 14, 2026; not to exceed \$1,200,000.
3. RFQ7-24 - Southeastern Surveying & Mapping Corporation - Professional Survey Consulting Services; For professional consulting services to support city staff with active and potential future projects. Contract Term: Through June 9, 2026.
4. RFQ7-22 - Kimley-Horn & Associates, Inc. - Transportation Planning & Engineering Services; For professional consulting services to support city staff with active and potential future projects. Contract Term: Through June 2, 2026.
5. RFQ7-23 - Terracon Consultants, Inc. - Geotechnical & Environmental Consulting Services; For professional consulting services to support city staff with active and potential future projects; Contract Term through May 5, 2026.

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. Kisinger Campo & Associates, Corporation was selected through a competitive process based on their qualifications to assist City staff with transportation projects. This item represents the third of five allowable renewals under the terms of the original agreement.
2. A Budget Tree Service, Inc. was selected through a competitive process to provide these services, including the removal of hazardous trees and routine pruning to maintain public spaces and right-of-ways. This item represents the first of five allowable renewals under the terms of the original agreement.

3. Southeastern Surveying & Mapping Corporation was selected through a competitive process based on their qualifications to assist City staff with surveying projects. This item represents the first of five allowable renewals under the terms of the original agreement.
4. Kimley-Horn & Associates, Inc. was selected through a competitive process based on their qualifications to assist City staff with transportation projects. This item represents the third of five allowable renewals under the terms of the original agreement.
5. Terracon Consultants, Inc. was selected through a competitive process based on their qualifications to assist City staff with geotechnical and environmental projects. This item represents the second of five allowable renewals under the terms of the original agreement.

alternatives | other considerations

N/A

fiscal impact

1. Each task order will be brought to the City Commission with the funding source listed.
2. General Fund
3. Each task order will be brought to the City Commission with the funding source listed.
4. Each task order will be brought to the City Commission with the funding source listed.
5. Each task order will be brought to the City Commission with the funding source listed.

attachments

None



item type

Consent Agenda

meeting date

June 11, 2025

prepared by

David Zusi, Director of Water and Wastewater
Utilities
Peter Moore, Director of Office of Management and
Budget
Jennifer Maier, Procurement Manager
Jason Riegler, Deputy Director of Water and
Wastewater Utilities

approved by

Randy Knight, City Manager

subject

Budget Amendment and Purchase of horizontal directional drilling equipment to replace existing equipment; Vermeer Southeast Sales & Service, Inc. - Florida Sheriffs Association Contract #FSA23-EQU21.0: Equipment; Amount: \$600,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

The Water & Wastewater Utilities Department continuously replaces aging water and wastewater pipeline infrastructure utilizing the personnel and equipment of the Department's Construction Services Division. The Division eliminates the need to employ a contractor to construct the infrastructure and therefore saves costs and time delivering renewal and replacement projects. For the replacement of pipelines, the Division utilizes trenchless technology construction techniques to install new pipelines to minimize disruption within the right-of-way, reduce pipe installation time, and reduce site restoration costs. Horizontal directional drilling is the primary construction technique used by this Division for the installation of replacement pipelines. The existing horizontal directional drilling equipment comprises various components that range in age from 10–20 years. The main drill rig is 10 years old and at the end of its useful life. Additionally, the Division is starting to replace larger and longer pipelines which require larger directional drilling equipment. The purchase of the larger replacement horizontal directional drilling equipment will allow the Division to continue to reliably implement the overall pipeline replacement program and complete the replacement of larger and longer pipeline projects.

alternatives | other considerations

N/A

fiscal impact

The City maintains an equipment replacement fund (ERF) that is supported each year by contributions from departments based upon the vehicles and equipment they use.

Approximately \$187k has been set aside for replacement of the smaller drill rig type which is currently 10 years old and was purchased in 2015. Upgrading to the larger size is expected to cost slightly under \$600k. The remaining difference would come from reserves balance in the Water & Wastewater Utility Fund, which is currently just under \$9 million. Approval of this item will allow staff to amend the contract limits with the manufacturer Vermeer, and fund the \$600k cost with a budget amendment with \$187k from the ERF and \$413k from W&WW reserves.

attachments

1. Budget Amendments Sheet - Directional Boring Rig June 2025

Exhibit A

Item	Amount	Source Account	Source Acct. Name	Exp. Account	Exp. Acct. Name	Note
Directional Boring Rig Replacement - W&WW	\$600,000	4030383 383100 5020383 383100 5020341 341226	W&WW Fund Balance Carryforward ERF Fund Balance Carryforward W&WW ERF Contribution	4032844 544060 5023210 564020	ERF Rental W&WW ERF Capital Outlay - Veh & Equip	Replacement of 10-yr-old directional boring rig with larger new one. Will be funded by \$187k from the ERF and \$413k from W&WW reserves.

**item type**

Action Items Requiring Discussion

meeting date

June 11, 2025

prepared by

Jason Seeley, Director of Parks and Recreation

approved by

Randy Knight, City Manager

subject

Rollins College Softball Stadium Contract Revision

motion | recommendation

Staff recommends approval of the revised contract between the City of Winter Park and Rollins College for the use and maintenance of the softball stadium. Staff also supports the request by Rollins to change the location of the proposed structure.

background

Rollins College received approval for the construction of a locker room/team room in the space behind the home team dugout by the City Commission in 2019. Due to disruption in athletics and campus activities during the 2020 pandemic, the project was delayed. When the project was approved by the Commission, a condition of the approval required the existing contract, which is outdated and no longer reflects the operational realities, to be updated and include language that includes necessary language related to the approved future construction of the team facility.

The City and Rollins College, along with their respective legal counsel, have worked in coordination to develop the revised contract. The revisions provide more clearly defined the responsibilities of both parties as they relate to the daily maintenance and long-term upkeep of the softball stadium. Additionally, the revised contract includes language that requires Rollins College to implement a mechanism that provides a transparent and straightforward process for the public to rent the softball stadium for appropriate public use, such as youth softball games or practices.

The proposed contract provided has been reviewed by the respective legal counsel of both parties. Additionally, the contract was brought before the Parks and Recreation Advisory Board for recommendation at the May 2025 meeting and was approved unanimously with a 5-0 vote.

Along with the approval of the contract, Rollins College has requested the ability to swap the existing location of their team batting cage with the previously approved location of the

locker/team facility building. The swap creates no operational hardship for the City, or impact on existing use of MLK park for the residents and park guests. The swap would eliminate the loss of 4-5 parking spaces that were impacted in the previously approved request. Staff support the proposed change in location due to the preservation of parking spaces and the absence of operational cost or opportunity cost associated with the use of park property involved.

alternatives | other considerations

fiscal impact

No loss in revenue or substantial expenses are projected due to the revision to use agreement/contract.

attachments

1. Amended and Restated Rollins Softball Stadium Agreement _Final Draft_6.5.25
2. Original Rollins College Stadium Agreement
3. Rollins College - Softball Facility - First Amendment 2010
4. Softball Clubhouse Deck.May 2025_Rollins Presentation

**AMENDED AND RESTATED
ROLLINS SOFTBALL STADIUM AGREEMENT**

THIS AMENDED AND RESTATED AGREEMENT (the “**Agreement**”) is hereby made and entered into this ____ day of _____, 2025 (the “**Effective Date**”), by and between the **CITY OF WINTER PARK**, a Florida municipal corporation with its principal offices located at 401 South Winter Park Avenue, Winter Park, Florida, (the “**City**”) and **ROLLINS COLLEGE**, a Florida Not for Profit Corporation, with its principal address located at 1000 Holt Avenue, Winter Park, FL, (the “**College**”).

WHEREAS, The City is the owner of certain real property located at 452 Harper Street, Winter Park, Florida (also known as Parcel ID # 01-22-29-4512-03-010), whereby upon a portion of such lands, the City owns and operates the facility and grounds known as the Rollins Softball Stadium (the “**Softball Stadium**”);

WHEREAS, the Softball Stadium and its associated parking lot area (the “**Parking Lot**”) are located at the southwest corner of the City’s Martin Luther King, Jr. Park, which is located at 1050 West Morse Boulevard, Winter Park, Florida (the “**Property**”);

WHEREAS, since 2004, the College has used the Softball Stadium to host softball games and other collegiate events pursuant to that certain Softball Facility Agreement dated October 22, 2003 (“**Facility Agreement**”);

WHEREAS, pursuant to paragraph 10(b) of the Facility Agreement, the Facility Agreement is perpetual and may be terminated only by written agreement between the City and the College;

WHEREAS, the City and the College acknowledge and agree this Agreement supersedes and replaces the Facility Agreement;

WHEREAS, the City has traditionally allotted use of such Softball Stadium so as to accommodate the College’s softball schedule(s) and other events;

WHEREAS, in order to provide appropriate facilities for the Rollins College Women's Softball Team, the City has allowed and the College has agreed to pay for the construction of a women’s locker room, including, but not limited to, restrooms, showers, and an open team space for approximately thirty (30) women (the “**Locker Room**”) and construction of improvements related thereto along the southern boundary of the Softball Stadium (together with the Locker Room, the “**Improvements**”) in exchange for preferential use rights to be granted by the City to the College pursuant to the terms and conditions set forth herein; and

WHEREAS, the City would like to continue to allow the College to continue to use the Softball Stadium and, in addition thereto upon completion of construction, the Locker Room, pursuant to the terms and conditions set forth herein;

WHEREAS, upon completion of the Improvements and expiration or earlier termination of the Term, the College shall convey its interest in the Improvements constructed by the College to the City.

NOW, THEREFORE, in consideration of the mutual covenants and provisions hereof, and other good and valuable considerations, the receipt and sufficiency all of which are hereby acknowledged, the parties desire to be legally bound by the terms and conditions of this agreement as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated herein in their entirety by this reference.
2. **Term of Agreement.** The term of this Agreement shall be twenty-five (25) years (the “**Term**”) commencing on the Effective Date and terminating at midnight on the day preceding the date which is twenty-five (25) years following the Effective Date (the “**Termination Date**”). If the City and the College do not agree in writing to the finality of the Termination Date on or before the Termination Date, the term of this Agreement shall automatically extend for one (1) additional period of fifteen (15) years (“**Renewal Term**”). All references to the term “Term” shall be deemed to include the Renewal Term, if applicable.
3. **Early Termination Right.** The parties reserve the right to terminate this Agreement without cause or penalty (“**Early Termination Right**”), unless the City exercises its Early Termination Right during the Reimbursement Period (defined hereinafter), so long as each party provides the other party with a minimum of two (2) years advance written notice (“**Early Termination Notice**”) prior to such termination date (“**Early Termination Date**”). In the event the City exercises the Early Termination Right during the period commencing on the Effective Date to the tenth (10th) anniversary of the Effective Date (“**Reimbursement Period**”), the City shall be obligated to reimburse the College the pro-rated value of the Improvements (valued at \$44,000 per year) for the period beginning on the Early Termination Date and throughout the remainder of the Reimbursement Period, within forty-five (45) days after delivery of the Early Termination Notice by the City to the College in compliance with the terms of Paragraph 17 hereof.
4. **The College’s Use of the Stadium.** The College is hereby provided a revocable license for management and priority use of the Softball Stadium and Locker Room (together, the “**Stadium**”) for softball events, practices, games, other events and sporting activities, and incidental services, such as the operation of a concession stand(s), including, but not limited to the sale of prepackaged snacks, candy, hot foods, soft drinks, bottled beverages, alcoholic beverages, and other consumable items typically offered at similar concession facilities, subject to applicable laws and regulations governing such sales. The Stadium, including its grounds, for which the College is granted access to and use of is depicted within the red outline indicated in Exhibit “A”, which is attached hereto and incorporated herein by this reference.

In using and managing the Stadium, the College shall develop and utilize a transparent process of sublicensing use of the Stadium to local youth and adult athletic programs (“**Third Parties**”) at reasonable rates (collectively known as the “**Process and Rates**”). Such sublicensing must occur pursuant to the Process and Rates, which must be approved by the City in writing prior to its implementation. Pursuant to this Agreement, the College is granted the discretion to approve the use of the Stadium by Third Parties pursuant to the

Process and Rates; however, any such Process and Rates may not unlawfully discriminate against any Third Parties or otherwise be conducted or implemented in violation of local, state, and federal civil rights laws. The College must act in good faith in sublicensing use of the Stadium to Third Parties to ensure appropriate shared use of the Stadium with the local community. Additionally, the College will continue its longstanding commitment to being part of the Winter Park community through various youth athletic/enrichment programs, lifelong learning opportunities, and continuing to encourage student and faculty volunteer efforts within the City.

The College further agrees not to commit or suffer any waste of the Stadium or make any change in the use of the Stadium that will in any way increase the risk of fire or other hazard arising out of the College's operation or oversight of the Stadium, take any action that might invalidate or give cause for the cancelation of any insurance policies maintained in connection with the Stadium, or do or permit to be done anything to the Stadium that might in any way impair the value of the Stadium.

In addition to the foregoing, the College must provide the City with access to the Stadium at any time, excluding any time on a day when the College is hosting a softball game, sporting activity, or other collegiate event at the Stadium, to perform inspections and maintenance of such on an as needed basis. The City shall endeavor to contact the College in advance of any maintenance or inspections to schedule such activities at a mutually agreeable time; however, the City reserves the right to enter the Stadium as may be necessary to mitigate or otherwise remedy structural or other issues that must be addressed on an emergency or exigent basis.

5. **Signage.** In using and managing the Stadium, the College shall have the right, but not the obligation, to place or maintain any sign, letter, or advertising matter in the Stadium related to the sale of concessions and/or merchandise, sponsors, Rollins College Women's Softball Team player recognition/spotlight, and other typical event information, including, but not limited to, fixed signage, temporary signage, or free-standing signs.
6. **Lay-Down Areas and Temporary Construction Access Road.** The City hereby bargains, sells, grants and conveys unto the College, for the benefit of College and its employees, agents, invitees, selected contractor(s), and/or sublicensees, a temporary license for ingress and egress to and the use of the (i) area depicted as the "**Buildable Area**" indicated in **Exhibit "A"**, which is attached hereto and incorporated herein by this reference, and (ii) the areas depicted as the "**Lay-Down Areas**" indicated in **Exhibit "A-1"**, which is attached hereto and incorporated herein by this reference, for the following purposes: (a) storage and maintenance of the construction equipment, (b) construction and material staging, and (c) storage areas (the "**Work**") related to the construction of the Improvements.
7. **Construction of a Locker Room.** The City shall (A) provide and make available the Buildable Area, for the construction of the Improvements; (B) provide and make available the Lay-Down Areas, for the Work; and (C) provide reasonable access to the College's selected contractor(s) for the Work. The College shall (i) prepare construction documents to be approved by both the College and the City, including, but not limited to, an appropriate landscape plan; (ii) in coordination with the City and or its contractor(s), obtain

all necessary construction permits; (iii) employ architectural and engineering professionals; (iv) select the construction company to construct the Improvements; (v) administer the performance of its selected contractor(s) while constructing the Improvements; and (vi) install landscaping pursuant to the approved landscape plan. Upon (a) completion of the Improvements and, if any, Additional Improvements (defined hereinafter) pursuant to construction documents reviewed and approved by the City and (b) expiration or earlier termination of the Term, the College shall convey to the City by Special Warranty Bill of Sale, or otherwise, all of its right, title and interest in and to the Improvements and, if any, Additional Improvements (defined hereinafter) free and clear of all liens and encumbrances.

- a. **Additional Improvements.** The College shall have the right, at its sole cost and expense, to construct additional improvements to the Locker Room (the “**Additional Improvements**”) as more particularly described in **Exhibit “B”** attached hereto. The City shall approve the timing of the Additional Improvements in order to minimize disruption to other users of the Stadium and the College shall have no obligation to complete such Additional Improvements. Any improvements other than those set forth on **Exhibit “B”** that the College may propose in the future are subject to the review and written approval of the City.
- b. **Rent for the Locker Room.** The College shall pay the following annual “**Rent**”, based upon the rental rate(s) set forth below:

<u>Period</u>	<u>Annual Rent</u>
Year 1 – Year 25	\$0.00
Year 26 – Year 40	\$1.00

Note Regarding First Twenty-Five (25) Years: As indicated in the schedule of Rent following the Effective Date, Rent has been credited for the first twenty-five (25) years following the Effective Date. This credit provides a “**Rent Concession**” to the College of \$1,100,000.00 (based on the cost of Improvements equal to \$1,100,000.00), which equals \$44,000 per year.

- c. **No Liens.** The College guarantees to the City that it shall pay for all work by the College in connection with the construction of the Improvements and that it shall indemnify and hold harmless the City as to any liens that may be placed on the Improvements as a result of work done and performed by or on behalf of the College pursuant to this Agreement. The College will not permit any construction lien or liens to be placed upon the Improvements and will promptly pay or bond off pursuant to Fla. Stat. s. 713.24 any construction lien that is filed on the Improvements and, if any, Additional Improvements. The City's interest in the Improvements is not subject to construction liens for improvements made, or contracted for, by the College. The College must give written notice to all contractors constructing and making any improvements on the Locker Room of this provision.

- d. **Completion.** The College agrees to diligently proceed to obtain necessary permitting to construct the Improvements in order that it will be completed and ready for use no later than eighteen (18) months after the Effective Date.
8. **Relocation of the Batting Cages.** The College may, at its option and sole cost and expense, relocate the batting cages located on the Property to another area of the Property, which shall not unreasonably interfere with the City's use of the Property.
9. **Maintenance by the College.** The College is responsible for all operational and maintenance expenses and costs related to the use of the Stadium by the College, including any of its invitees or sublicensees. This includes maintenance of the field, payment of utility costs directly related to operation and use of the Stadium, and janitorial, trash removal and daily maintenance of the Stadium, including its dugouts, dugout bathrooms, batting cages, spectator areas, and any other areas of the Stadium, the Parking Lot and grounds used by the College. The College shall further be responsible for maintaining the interior plumbing of the Stadium (e.g., piping, sinks, toilets, showers, wash basins, hose couplings, spigots, etc.) and the stocking, installation, and replacement of consumable items (e.g., sanitary paper products, soaps and detergents, light bulbs, etc.) used within the Stadium. Cosmetic, aesthetic, and other improvements to the Stadium unrelated to the underlying infrastructure or safety of the Stadium are to be made pursuant to the sole expense of the College but must be pre-approved by the City prior to implementation. The College shall be solely responsible for all such costs in lieu of paying a user fee to the City for the use of the Stadium.
10. **Maintenance by the City.** To the extent not covered by the College's maintenance obligations set forth in Paragraph 9, the City is responsible for the maintenance of infrastructure, including the electrical infrastructure, exterior water and wastewater plumbing, piping, and structural build of the Stadium, which includes the Softball Stadium and the Locker Room. The City will further continue to be responsible for the daily maintenance and all associated upkeep of the public restroom located adjacent to the Softball Stadium. Pursuant to Facility Agreement for use of the Softball Stadium, the expected useful life of the Softball Stadium was thirty (30) years, which will elapse on February 1, 2034 (*i.e.*, the 30th anniversary of the Facility Agreement). The expected useful life of the Locker Room is thirty (30) years from completion of construction of the Locker Room, which is evidenced by the issuance of a certificate of occupancy. Any maintenance or critical infrastructure items related to the Softball Stadium and/or the Locker Room at, within, or beyond the five (5) years preceding the end of the applicable 30-year period will require approval and direction from City Commission as to whether further investment in the Softball Stadium and/or Locker Room should be continued beyond the estimated useful life thereof.
11. **Parking.** The City hereby bargains, sells, grants and conveys unto the College, for the benefit of College and its employees, agents, invitees, guests, spectators, students, and/or sublicensees during times of use of the Stadium, a non-exclusive license for ingress, egress, and access over and across the driveways and drive aisles of the Property for the purpose of providing access to and use of the vehicular parking spaces located within the Parking Lot and parking spaces located south of the Stadium as depicted on Exhibit "A", which is

attached hereto and incorporated herein by this reference. The use of the Parking Lot is subject to compliance with vehicle, traffic and parking laws and other rules and regulations of the City as may be enacted from time to time.

- 12. Safety and Security.** The College is responsible for ensuring the safe and proper use of the Stadium and responsible for reporting any maintenance or safety issues to the City.

The College is responsible for ensuring that clear policy and procedures for use are established and that all users of the Stadium follow rules and regulations that allow for safe use of the Stadium and its amenities. Additionally, the College will ensure proper staffing, oversight, and liability insurance is in place at all times when the Stadium is in use.

The College will not allow any use not directly related to the Rollins College Women's Softball Team without approval by the City. In the event the Stadium is used for programming or instruction that involves minors, the College is responsible for ensuring appropriate background screening has been conducted for any adults working directly with minors pursuant to the state laws of Florida.

- 13. Indemnification Sovereign Immunity.** The College agrees to indemnify, defend, and hold harmless the City, including its elected and appointed officials, officers, agents, and employees, from and against any and all liability, claims, demands, damages, and costs of every kind and nature, including attorney's fees at both the trial and appellate levels, and all court costs arising out of the College's use, occupation, or sublicensing of the Stadium or realty upon which the Stadium is located, including any injury to or death of the College's employees, agents, invitees, guests, spectators, students, and/or sublicensees, or resulting from the negligence, intentional torts, and criminal actions of the College, its agents, servants, employees, volunteers, members, guests, invitees, spectators, or students.

The College and the City acknowledge and agree that the College is solely responsible for the reasonable supervision, control, protection and safety of the College's agents, servants, employees, volunteers, members, guests, students, spectators, invitees, and sublicensees. The College shall, upon request from the City, defend and satisfy any and all suits arising from the College's use of the Stadium. This paragraph and all indemnification and hold harmless provisions of this Agreement will survive the termination and expiration of this Agreement. Further, the City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes. Regardless of anything set forth in any section or part of this Agreement to the contrary, nothing in this Agreement may be deemed as a waiver of sovereign immunity or the limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement may inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

14. **Insurance.** The College shall, at its own cost and expense, keep in force during the term of this Agreement; insurance from an insurance company licensed in the State of Florida and rated “A”, Class “X” or better by A.M. Best. The required insurance must be evidenced by a certificate of insurance, which must be submitted to and approved by the City prior to the Effective Date of this Agreement. The City must be provided with thirty (30) day written notice in the event of cancellation, non-renewal or adverse change to any of the policies required hereunder. Such policies must be primary and not be additional to or contributing with any other insurance carried by or for the benefit of the City with any other insurance available to the City.

- a. *Commercial General Liability Policy.* The College shall provide Comprehensive General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate. Such policy may not allow the policy limits to be reduced by defense and claim expenses. The City must be listed as an additional insured under the College’s Comprehensive General Liability Insurance policy. Furthermore, such insurance must be issued on an occurrence basis and include coverage for College’s operations, independent contractors, subcontractors and “broad form” property damage coverages protecting itself, its employees, agents, contractors, or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations, including what is commonly known as groups A, B, and C. Such policies must include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the College or by any of its subcontractors arising from operations conducted under this Agreement. Public liability coverage must include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly College’s agreement to indemnify, defend, and hold harmless the City as provided in this Agreement. The commercial general liability policy must provide coverage to the City, either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of the City in College’s Care, Custody or Control or Property of City on which operations are being conducted. When the City is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent must be used and must provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. The College shall require any sublicensees to add the City to their Commercial General Liability policy as an additional insured. The commercial general liability policy must provide a waiver of subrogation in favor of the City.
- b. *Motor Vehicle Liability Insurance.* The College shall also secure and maintain during the term of the Agreement motor vehicle coverage no less than in the combined single limit of \$1,000,000.00 with “Any Auto,” Coverage Symbol 1, providing for coverage for all autos operated regardless of ownership, and

protecting itself, its employees, agents or lessees, or subsidiaries and their employees and agents against claims arising from the ownership, maintenance, or use of a motor vehicle.

- c. *Insurance Requirements for Vendors, Sublicensees, and Contractors.* In addition to the foregoing, the College shall require any vendors, sublicensees, or contractors operating at the Stadium that are not College staff or volunteers to acquire and maintain \$1,000,000 in general liability insurance with the City listed as an additional named insured. Such vendors, sublicensees, or other contractors must also execute a contractual agreement with the City, in a form prescribed by the City, describing the services or activities that such vendors, sublicensees, or contractors will be providing or otherwise engaged in at the Stadium and agreeing to indemnify, defend, and hold the City harmless from any and all liability arising from their activities on City-owned property. Copies of such contractual agreements and proof of insurance must be kept current by the College and provided to the City upon request. Failure to comply with this paragraph will result in non-compliant vendors, sublicensees, or contractors being barred from City property, including the Stadium, until such time as they comply with the requirements of this paragraph.

Any paid contracted instructors hired by the College must have a signed W9 and waiver holding the College and the City harmless while conducting any classes, programs, or events on City property or within the Stadium. Copies of the W9 and waivers must be kept current by the College and provided to the City upon request.

If the College operates or authorizes a concession facility or in any way distributes or sells prepackaged snacks, candy, hot foods, soft drinks, bottled beverages, alcoholic beverages, and other consumable items typically offered at similar concession facilities, the College agrees to fully indemnify, defend, and hold harmless the City (in accordance with Paragraph 13 above) from and against any claim, damages, or costs arising from or in connection with the provision of such foodstuffs.

- d. *Compliance with Insurance Requirements.* Failure to comply with the insurance requirements of this Agreement will result in termination at the election of the City, except that all indemnification, defense, and hold harmless provisions and provisions pertaining to the City's sovereign immunity protections will survive the termination or expiration of this Agreement.

15. **Attorney's Fees.** If any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy will be entitled to recover from the other party or parties all reasonable attorney's fees and paralegal fees, expenses, and suit costs, including those associated with any appellate or post-judgment collection proceedings.

16. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement and no partial or single exercise of that right, will constitute a waiver of that or any other right, unless otherwise expressly provided herein.

17. **Notices.** Any notice, request, instruction, or other document to be given as part of this Agreement must be in writing and will be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

To City: City of Winter Park
Director of the Parks & Recreation Department
401 South Park Avenue
Winter Park, FL 32789
PH: (407) 599-3399

With a copy to: City of Winter Park
City Manager
401 South Park Avenue
Winter Park, FL 32789

To the College: Rollins College
Attn: Sam Stark
1000 Holt Avenue 2715
Winter Park, FL 32789-4499

18. **Modifications/Counterparts.** Modifications of this Agreement shall only be made in writing and signed by both parties. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

19. **Standard of Care.** In using or sublicensing the Stadium, the College shall employ and use that degree of care and skill ordinarily exercised, under similar circumstances by other institutions of higher learning located within the same or similar locality. The College shall undertake all necessary and reasonable precautions to protect the public from being injured when using or sublicensing the use of the Stadium.

20. **Assignment.** This Agreement may not be assigned or transferred in any manner by the College or the City and any such assignment or transfer is expressly prohibited.

21. **No Property Interest.** The licenses granted herein are solely a license for the express purposes set forth in this Agreement and do not grant any leasehold, property or equitable interest in the Property or the Stadium to the College. Upon expiration or earlier termination of this Agreement, all licenses granted herein shall automatically expire and terminate and the College and those acting by and through the College shall peacefully surrender and vacate the Property and the Stadium.

22. **Binding Agreement.** This Agreement is binding upon the parties hereto and their successors and assigns.

23. **Entire Agreement.** Any previously existing oral or written agreements are terminated as of the Effective Date of this Agreement and will be deemed to be hereafter null and void and of no further force and effect whatsoever. The City and the College acknowledge and agree this Agreement supersedes and replaces the Facility Agreement and the Facility Agreement and will be deemed to be hereafter null and void and of no further force and effect whatsoever.
24. **Modifications or Amendments.** No modifications, amendments, or alterations in the terms or conditions contained in this Agreement will be effective unless contained in a written document executed by the parties.
25. **Governing Law.** This Agreement is governed by and must be interpreted in accordance with the laws of the state of Florida. Any and all legal action arising out of this Agreement will, if in state court, have its exclusive venue in a court of appropriate and proper jurisdiction located in Orange County, Florida, or if in federal court, the Middle District of Florida, Orlando Division.
26. **Non-Appropriation.** To the extent that this Agreement may require an ongoing obligation of the City to expend funds, the City's performance and obligation to pay funds pursuant to this Agreement remain contingent upon an annual appropriation of such funds by the City Commission. Any decision by the City Commission to not appropriate any such funds will be without penalty or further cost to the City.
27. **Severability.** If any terms or provisions of this Agreement, or the application thereof to any person or circumstance is, to any extent, be held invalid or unenforceable, then the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those to which it is held invalid or unenforceable, will not be affected, and every other term and provision of this Agreement will be deemed valid and enforceable to the fullest extent permitted by law.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 2025.

WITNESSES:

ROLLINS COLLEGE

By: _____

Print Name: _____

Its: _____

Address: _____

Date: _____

Print Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____. He/She is personally known to me or had produced _____ (type of identification) as identification.

(NOTARY SEAL)

Notary Public

Print Name: _____

My Commission Expires: _____

WITNESSES:

CITY OF WINTER PARK, a Florida
municipal corporation

Print Name: _____

Address: _____

Print Name: _____

Address: _____

By: _____

Print Name: _____

Its: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this _____ day of _____, 2025, by _____.
He/She is personally known to me or had produced _____ (type of identification)
as identification.

(NOTARY SEAL)

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"

THE STADIUM

The Stadium is comprised of the Softball Stadium and Locker Room (to be constructed within the Buildable Area)



EXHIBIT “A-1”

LAY-DOWN AREAS



EXHIBIT “B”

ADDITIONAL IMPROVEMENTS

Additional Improvements shall include the following:

- Rollins signage on the exterior of the Locker Room.
- Landscaping along the exterior of the Locker Room.

ROLLINS SOFTBALL FIELD



City of Winter Park
Parks and Recreation
Department

SOFTBALL FACILITY AGREEMENT

THIS SOFTBALL FACILITY AGREEMENT (the "Agreement") made this 22nd day of October, 2003, by and between CITY OF WINTER PARK, FLORIDA ("City"), a municipal corporation organized and existing under the laws of the State of Florida and ROLLINS COLLEGE, ("Rollins"), a Florida not for profit corporation, organized and existing under the laws of the State of Florida.

RECITALS:

A. The City is the owner of property located at Lake Island Park more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto, which exhibits are by reference made a part hereof ("Property").

B. The City and Rollins desire to construct a softball field and related improvements ("Field") on that portion of the Property depicted on the survey attached hereto as Exhibit "B" for the mutual benefit of both parties and the Winter Park community.

C. The City and Rollins have agreed to share in the cost of the construction of the Field.

D. Upon completion of the Field, Rollins shall convey to the City its interest in the improvements constructed by Rollins and in return will be granted preferential use of the Field for the Rollins College Women's Softball Team pursuant to the terms set forth herein.

E. It is anticipated that the development of the Field will be done in stages as generally provided for in the Allocation and Cost Schedule ("Allocation Schedule") attached hereto as Exhibit "C" and by reference made a part hereof.

F. The City and Rollins have agreed to enter into this Agreement to set forth their understanding with respect to the following items:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) each to the other in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereby agree as follows:

1. Recitals.

The foregoing recitals are true and correct and are incorporated herein.

2. City's Obligation.

The City shall:

- a. Provide the Property for the construction of the Field.

- b. Prepare the Property for construction.
- c. Bring utilities to the Property.
- d. Construct the playing surface including, but not limited to the planting of all turf grass as reasonably necessary and appropriate for its intended use.
- e. Install the irrigation system.
- f. Install the lights for the Field.
- g. Install the permanent fencing surrounding the Field.
- h. Engineer and install a paved parking lot, including storm drainage requirements, in lieu of the gravel parking lot currently shown on the plans. The City shall provide labor, equipment, and engineering.

The estimated cost for the above items as set forth in the Allocation Schedule is \$237,500.00 ("City Cost"). Both parties acknowledge that the estimates set forth in Exhibit "C" are best estimates as of the date of this Agreement but that the individual line items may ultimately cost slightly more or less.

3. **Rollins' Obligation.**

Rollins shall:

- a. Prepare construction documents to be approved by both Rollins and the City, including, but not limited to, an appropriate landscape plan.
- b. In coordination with the City and or its contractor(s), obtain all necessary construction permits.
- c. Employ architectural and engineering professionals.
- d. Select the construction company to complete the improvements that will not be performed by the City.
- e. Construct the bleachers to include two hundred (200) bench seats with roof.
- f. Construct two (2) dugouts to accommodate twenty-five (25) people each with roof and front screen.
- g. Purchase and install a scoreboard per the approved plans.
- h. Install landscaping per the approved landscape plan.

- i. Install backstop screen per the approved plans.
- j. Install batting cages, bull pens and back stops to be located per the approved plans.
- k. Pay for the paving materials necessary to pave the parking lot (currently shown on the plans as a gravel parking lot).

The estimated cost for the above items as set forth in the Allocation Schedule is \$320,000.00 ("Rollins Cost").

4. Future Rights to Construct Additional Improvements.

Rollins shall have the right, at its sole cost and expense, to construct additional improvements to the Field as more particularly outlined in Exhibit " C". These additional improvements shall be done at the sole option of Rollins (subject however to the City approving the timing of such improvements so that the City can minimize disruption to other users of the facilities) and Rollins shall have no obligation to complete such additional improvements. Any improvements other than those set forth on Exhibit "C" that Rollins may propose in the future are subject to the review and approval of the City.

5. Rollins Conveyance to City.

Upon completion of the improvements listed in paragraph 3 above as detailed as Phase I on Exhibit " C", Rollins shall convey to the City by Special Warranty Bill of Sale, or otherwise, all of its right, title and interest in and to the improvements that it installed in connection with the construction of the Field, free and clear of all liens and encumbrances.

6. Rollins Right to Preferential Use.

In return for Rollins conveyance to the City as provided for in Section 5 above, Rollins shall be given a preferential right to use the Field during the following times ("Use Periods"):

- a. During the non-traditional women's softball season during the months of September and October in the Fall of each year; and
- b. During the traditional women's softball season commencing in January and going through May of each year.

The parties understand that the traditional and non-traditional Use Periods may change from time to time and Rollins shall have the right to adjust and modify the Use Periods, as reasonably necessary to accommodate its women's softball schedule. Rollins shall give the City as much notice in advance of adjustment or modification as reasonably possible in order to allow the City to find other facilities, if possible, for other users who have reserved the field. All such reservations by other users, however, shall contain a notice that they are subject to being bumped by Rollins.

During the Use Periods, Rollins shall have first priority on the use of the Field. During times when Rollins does not schedule the use of the Field, the Field shall be available for public use as regulated by the City. Use of the field, whether by Rollins or others, shall be subject to reasonable rules and regulations from time to time promulgated by the City including, but not necessarily limited to:

- (i). All users shall provide the City an insurance certificate demonstrating that the user has general liability insurance with minimum policy limits of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage and \$2,000,000.00 general aggregate. Users shall also provide a certificate of insurance showing automobile liability insurance with a combined single limit of no less than \$1,000,000.00. The City of Winter Park shall be shown as an additional insured.
- (ii). Unless approved by City, fields shall only be used for their intended purpose, e.g., softball fields shall only be used for softball practice and softball games.
- (iii). All users shall utilize Parks and Recreation Department facilities in a safe manner, recognizing that certain risks are inherent in sporting activities.
- (iv). Users shall report any unsafe conditions to the City Parks and Recreation Department immediately upon discovery or as soon thereafter as possible and shall immediately discontinue use of any unsafe facility or area and take such other reasonable steps as are necessary to prevent injuries to participants and the public.
- (v). All users acknowledge that lightning strikes are an inherent risk in outside activities in Florida and must govern themselves accordingly.
- (vi). No alcoholic beverages shall be permitted on Parks and Recreation Department Facilities without prior approval of the City and all necessary permits.

7. Maintenance and Operational Costs of the Field.

- a. The City shall be responsible for all maintenance to the Field including, by way of illustration but not limitation, the maintenance of the turf grass and playing surface at City maintenance level one for premium playing fields and maintenance of all the infrastructure and above ground improvements.
- b. The City shall pay all reasonable operational costs relating to the Field, including by way of illustration but not limitation utilities such as water, sewer, electric and telephone service.

8. No Liens.

Rollins guarantees to the City that it shall pay for all work done by Rollins in connection with the construction of the Field and that it shall indemnify and hold harmless the City as to any liens that may be placed on the Property as a result of work done and performed by Rollins pursuant to this Agreement. Rollins will not permit any construction lien or liens to be placed upon the Property, and will promptly pay any construction lien that is filed on the Property or on improvements located thereon arising out of Rollins' obligation set forth in paragraph 3 above. The City's interest in the Property is not subject to construction liens for improvements made, or contracted for, by Rollins. Rollins must give written notification to all contractors making any improvements on the Property of this provision.

9. Payment of City Cost.

In order to expedite the construction and completion of the project, and recognizing that the City has not budgeted funds for the project in its 2003-2004 fiscal year, Rollins agrees to initially pay for the City Cost which shall be repaid to Rollins as follows:

- a. There shall be no interest charged by Rollins on the money advanced to pay the City Cost.
- b. The City Cost shall be paid by the City to Rollins in six (6) equal consecutive semi-annual payments commencing November 1, 2004 and semi-annually thereafter on the first day of each succeeding May and November with the entire unpaid City Cost to be due and payable on or before May 1, 2007 ("Final Maturity Date").

The City covenants to budget and appropriate, by amendment, if necessary, for lawfully available non-ad valorem funds in an amount sufficient to pay to Rollins the City Cost as set forth above. Such covenant and agreement on the part of the City to budget and appropriate such amounts of non-ad valorem funds is subject, however, in all respects to certain appropriation covenants contained in Section 166.241(3), Florida Statutes, as amended, and to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are legally mandated by applicable law. The agreement by the City to reimburse Rollins for the funds spent by Rollins for the City Cost shall not be secured in any manner or be deemed a revenue or other bond of the City, and Rollins shall never have the right to require or compel the levy of ad valorem taxes. The City's obligation shall not constitute a general obligation of the City nor shall it constitute a lien upon any property of the City.

10. Completion and Duration.

- a. The parties agree to diligently proceed to construct the Field in order that it will be completed and ready for play no later than February 1, 2004.

- b. This Agreement shall be perpetual and may only be terminated by written agreement between the City and Rollins, provided, however, that in the event the City elects to discontinue the use of the Property for park and recreation purposes in the future, Rollins shall have a right of first refusal to purchase the Property, for its then fair market value, less the remaining un-depreciated value of all improvements paid for by Rollins utilizing a straight line method of depreciation and a useful life of 30 years. In the event that Rollins elects not to purchase the Property, the City shall reimburse Rollins for the remaining un-depreciated value of such improvements (utilizing the same method of depreciation and useful life stated herein).

11. Effective Date.

This Agreement shall be effective as of the date of its execution by the last of the parties as evidenced by the date following the execution portion of this Agreement.

12. Subsequently Enacted State or Federal Law.

If state or federal laws are enacted after the execution of this Agreement, which are applicable to and preclude the parties compliance with the terms of this Agreement, this Agreement shall be modified or revoked as necessary to comply with the relevant state or federal laws.

13. Recording.

This Agreement shall be recorded among the Public Records of Orange County, Florida.

14. Successors and Assigns.

This Agreement and the terms and conditions thereof shall be binding upon and inure to the benefit of the City and Rollins and their respective successors in interest. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with the title to the same.

15. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

16. Modification Must Be In Writing.

No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representative of City and Owner.

17. **No Waiver.**

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

18. **Captions and Section Heading.**

Captions and Section Headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement nor the intent of any provision thereof.

19. **Attorneys' Fees.**

In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each of the parties shall be responsible for their own attorneys' fees and costs.

20. **Waiver of Strict Construction Against Drafting Party.**

Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other legal agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel and the negotiation of changes in language in any provision deemed unsuitable or inadequate as initially written, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

21. **Interpretation.**

In case any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect the validity of the remaining provisions shall be in no way affected, prejudiced or disturbed thereby. The use of any gender shall include all other genders. The singular shall include the plural and vice versa. Use of the words "herein," "hereof" "hereunder" and any other words of similar import refer to this Agreement as a whole and not to any particular article, section or sub-section of this Agreement unless specifically noted otherwise in this Agreement.

22. **Governing Law.**

This Agreement shall be deemed to be governed by, construed and enforced in accordance with the internal laws of the State of Florida. Venue shall be Orange County, Florida.

23. Third Parties.

This Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the parties hereto intending by the provisions hereof to confer no such benefits or status.

24. Calculation of Time Periods.

Whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday or other non-business day; provided, however, if the last day of any such time period shall happen to fall on a Saturday, Sunday or other non-business day, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

25. Notice.

Any written notice, demand or request that is required to be made under this Agreement shall be served in person, or by registered or certified mail, return receipt requested, or by express mail or similar reputable overnight courier service, addressed to the party to be served at the address set forth in the first paragraph hereof. The addresses stated herein may be changed as to the applicable party by providing the other party with notice of such address change in the manner provided in this paragraph. In the event that written notice, demand or request is made as provided in this paragraph, then in the event that such notice is returned to the sender by the United States Postal Service or other similar reputable overnight courier service because of insufficient address or because the party has moved or otherwise, other than for insufficient postage, such writing shall be deemed to have been received by the party to whom it was addressed on the date that such writing was initially placed in the United States Postal Service or reputable overnight courier service by the sender.

Copies of notices shall be sent to:

As to City: City of Winter Park
 Attention: City Manager
 401 Park Avenue South
 Winter Park, FL 32789

As to Rollins: Rollins College
 Attention: George H. Herbst, Vice President/Treasurer
 1000 Holt Avenue -2717
 Winter Park, Florida 32789

26. Waiver of Trial By Jury.

The City and Rollins intentionally waive the right either may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

27. Force Majeure.

The parties shall use reasonable diligence to ultimately fulfill the intent of this Agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other governments (including but not limited to obligations hereunder), fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities. If any provision of this agreement cannot be performed due to any cause beyond the control and without the fault of the parties, then a suitable and equitable provision shall be substituted for the provision which cannot be performed in order to carry out so far as possible the intent and purpose of this Agreement and such non-performed provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Wes Hamil
Print Name: Wes Hamil

Tania Haas
Print Name: Tania Haas

~~CITY OF WINTER PARK, FLORIDA~~

By:

John Eckbert

Mayor (VICE)

ATTEST:

Antelia Bonham
City Clerk

Date:

10-22-23

Seal

ROLLINS COLLEGE, a Florida not for profit corporation

Cindy G. Ligon
Print Name: CINDY G. LIGON

Sara Corbisiero
Print Name: Sara Corbisiero

By: George H. Herbst
GEORGE H. HERBST,
Vice President/Treasurer

Date: 10/21/03

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22 day of October, 2003, by John Eckhart, Vice Mayor of the City of Winter Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Linda T. Seaman
(Signature of Notary Public)

LINDA T. SEAMAN
(Typed name of Notary Public)
Notary Public, State of Florida
My Commission Expires:

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of October, 2003, by GEORGE H. HERBST, as Vice President/Treasurer of ROLLINS COLLEGE, a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Rosalind C. Beck
(Signature of Notary Public)

ROSALIND C. BECK
(Typed name of Notary Public)
Notary Public, State of Florida
My Commission Expires: 8/14/2006

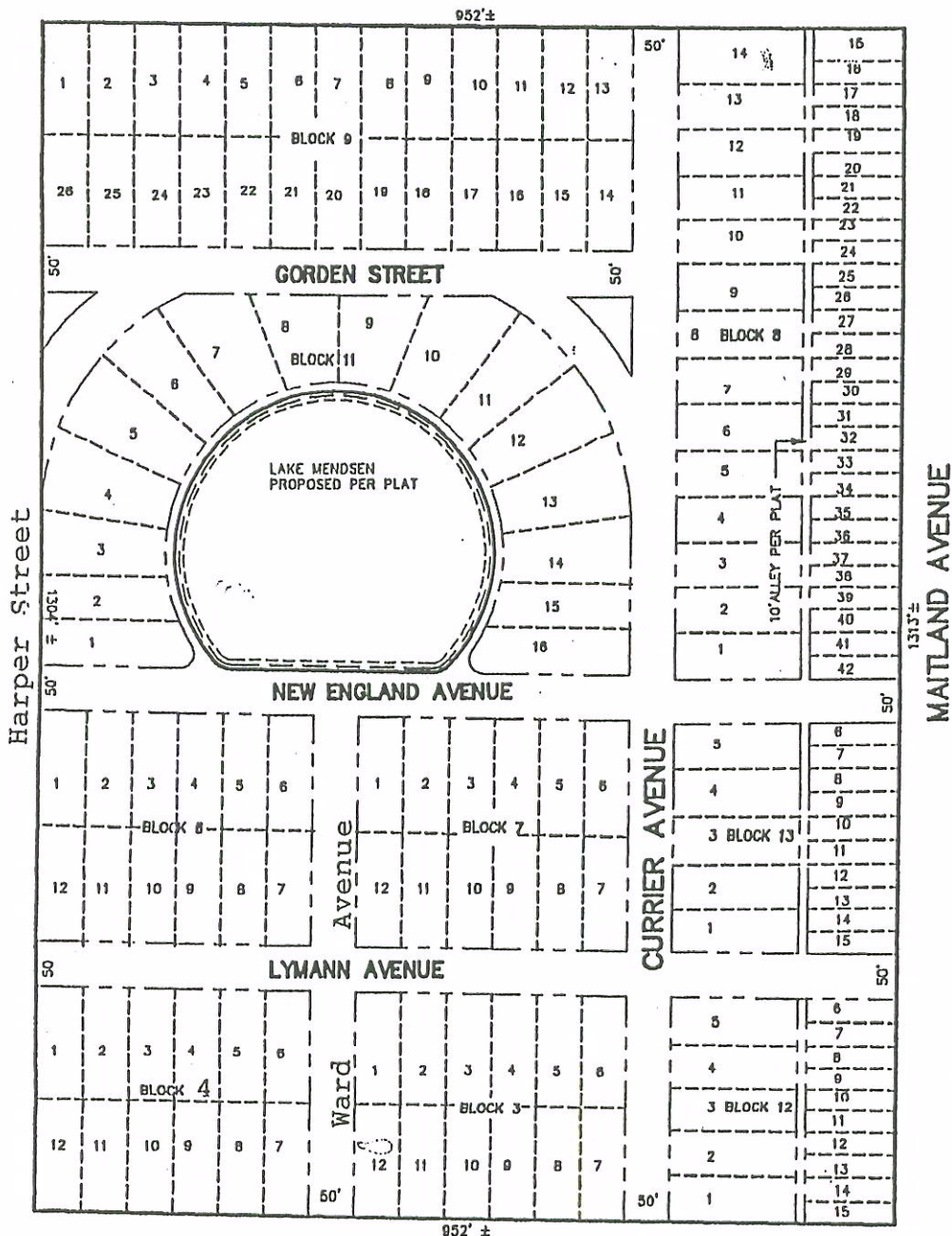
SKETCH OF DESCRIPTION

A PORTION OF LAKE ISLAND ESTATES, AS RECORDED IN PLAT BOOK M, PAGE 46 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF BLOCKS 3, 4, 6, 7, 8, 9, 11, 12 & 13, TOGETHER WITH THAT PORTION OF CURRIER AVENUE (A 50' WIDE PLATTED RIGHT-OF-WAY) BEING BOUNDED TO THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF BLOCK 3, AND BOUNDED TO THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID BLOCK 9 AND THAT PORTION OF GORDON STREET (A 50' WIDE PLATTED RIGHT-OF-WAY) BEING BOUNDED TO THE WEST BY THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF BLOCK 9 AND BOUNDED TO THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK 9, AND THAT PORTION OF NEW ENGLAND AVENUE (A 50' WIDE PLATTED RIGHT-OF-WAY) BEING BOUNDED TO THE EAST BY THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF SAID BLOCK 11 AND BOUNDED TO THE WEST BY THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF SAID BLOCK 11 AND THAT PORTION OF LYMAN AVENUE (A 50' WIDE PLATTED RIGHT-OF-WAY) BEING BOUNDED TO THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK 7 AND BOUNDED TO THE WEST BY THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF SAID BLOCK 6 AND THAT PORTION OF WARD AVENUE (A 50' WIDE PLATTED RIGHT-OF-WAY) BEING BOUNDED TO THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID BLOCK 4 AND BOUNDED TO THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID BLOCK 6

MORSE BOULEVARD



REMAINDER OF LAKE ISLAND ESTATES PLAT BOOK M PAGE 95

Comstock Avenue

LAKE ISLAND SOFTBALL FIELD

Phase I

200 Foot Field 31415 sq. ft.

Rollins

City WP

Field		\$150,000.00
Turf		
Irrigation		
Temp Fence for 200' Field		
Lights for Field		\$ 75,000.00
Fencing		12,500.00
Bleachers	\$200,000.00	
200 Bench seats		
No Roof		
Media Area		
Dugouts (for 25 people)	\$ 35,000.00	
No restrooms		
W/roof and front screen		
Scoreboard	\$ 15,000.00	
Landscape	25,000.00	
Demo (& Relocate backflow)	5,000.00	
Backstop Screen	5,000.00	
Batting Cages/Bull pens/back stops	20,000.00	
Parking	<u>15,000.00</u>	

Total Phase I	\$320,000.00	\$237,500.00
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Phase II

Public Restrooms/Concession/Storage	\$175,000.00
Add Restrooms to Dugouts	25,000.00
Roof over bleachers	<u>50,000.00</u>

Total Phase II	\$250,000.00
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Phase III

Team rooms	\$125,000.00
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Grand Total	\$695,000.00	\$237,500.00
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EXHIBIT "C"

FIRST AMENDMENT TO SOFTBALL FACILITY AGREEMENT

THIS FIRST AMENDMENT TO SOFTBALL FACILITY AGREEMENT (“Amendment”), made this the 2nd day of April, 2009¹⁸, by and between CITY OF WINTER PARK, FLORIDA (“City”), a municipal corporation organized and existing under the laws of the State of Florida and ROLLINS COLLEGE, a Florida non-profit corporation (“Rollins”) amends that certain Softball Facility Agreement dated October 22, 2003 (the “Agreement”)

RECITALS

A The City and Rollins have heretofore entered into the Agreement which provides for Rollins to have preferential use of the Field, as that term is defined in the Agreement, for the Rollins College Women’s Softball Team, located at Lake Island Park, as more particularly described in the Agreement

B The Agreement is in full force and effect

C Rollins and the City have agreed to amend the Agreement to change the maintenance obligations of the parties

D The City and Rollins are entering into this Amendment to set forth, in writing, their understanding with respect to matters in the Agreement to be amended

NOW THEREFORE, in consideration of the mutual covenants herein made and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, the parties do agree as follows

1 The foregoing recitals are true and correct and incorporated herein

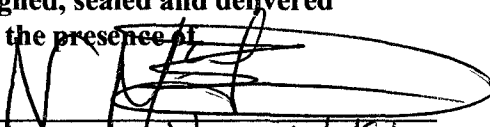
2 Paragraph 7 a of the Agreement is deleted in its entirety and the following is substituted in its place

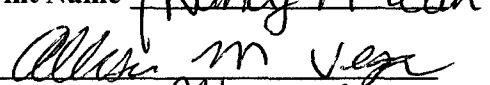
“a Rollins shall be responsible for all maintenance to the Field including, by way of illustration but not limitation, the maintenance of the turf grass and playing surface, at City maintenance level one for premium playing fields, and maintenance of all the infrastructure and above ground improvements ”

3 Other than as herein amended the Agreement remains as written and in full force and effect

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written

Signed, sealed and delivered
in the presence of


Print Name Nancy McLean

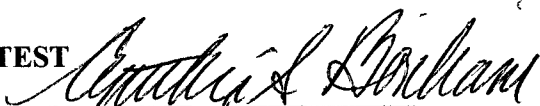

Print Name Allison M. Vega

CITY OF WINTER PARK, FLORIDA

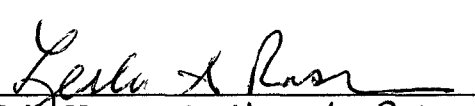
By Kenneth W. Bradley

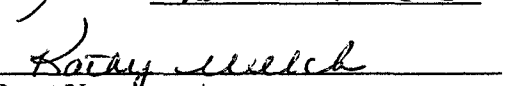
Mayor

ATTEST

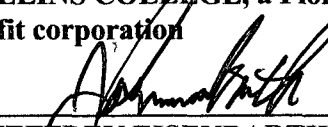

City Clerk

Date 3-22-10 Seal

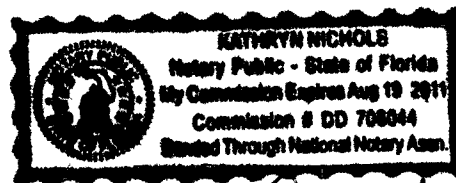

Print Name Leslie A. Rose

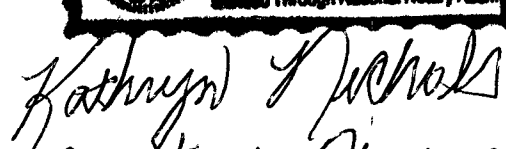

Print Name KATHY WELCH

ROLLINS COLLEGE, a Florida not for
profit corporation

By 
JEFFREY EISENBARTH,
Vice President/Treasurer

Date 4-2-10

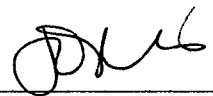



County: Orange 4/2/10

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23 day of February, 2009, by Kenneth Bradley Mayor of the City of Winter Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida corporation, on behalf of the corporation He/she is personally known to me or has produced _____ as identification



(Signature of Notary Public)

Lakesha Jones

(Typed name of Notary Public)

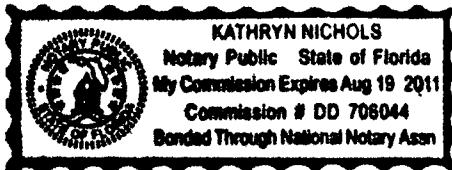
Notary Public, State of Florida

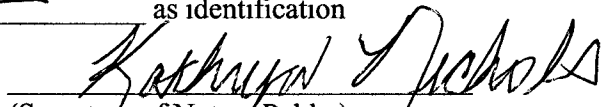
My Commission Expires

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2 day of April, 2009, by JEFFREY EISENBARTH, as Vice President/Treasurer of ROLLINS COLLEGE, a Florida not for profit corporation, on behalf of the corporation He is personally known to me or has produced _____ as identification




(Signature of Notary Public)

Kathryn Nichols
(Typed name of Notary Public)

Notary Public, State of Florida

My Commission Expires

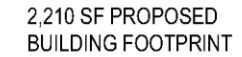
8/19/2011

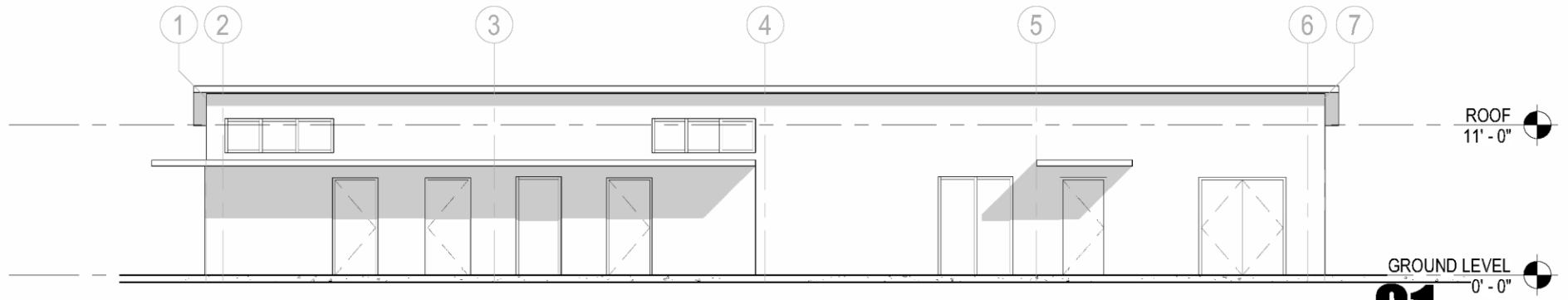
PROVISION	ORIGINAL AGREEMENT <i>Softball Facility Agreement dated October 22, 2003</i>	PROPOSED AGREEMENT <i>Amended and Restated Rollins Softball Stadium Agreement</i>	DIFFERENCE
1. TERM	Perpetual (§10.b.).	25 years with an automatic extension for 1 additional period of 15 years if the parties do not agree in writing on the Termination Date (§2).	The Term of the Proposed Agreement is for a shorter duration.
2. TERMINATION RIGHT	N/A	Both parties reserve the right to terminate early so long as a minimum of 2 years' notice is provided (§3).	Added the early termination right.
3. IMPROVEMENTS	The College has the right, at its sole cost and expense, to construct the following additional improvements (§4): bleachers, dugouts, scoreboard, landscaping, batting cages, and parking lot.	The College has the right, at its sole cost and expense, to construct the Locker Room, related improvements, the College signage, and landscaping along the exterior of the Locker Room (§7).	Additional Improvements: construction of locker room.
4. MAINTENANCE	The City is responsible, at its sole cost and expense, for all maintenance to the Field (including the turf grass), the infrastructure, and the operational costs (including utilities, such as water, sewer, electric, and telephone service) (§7).	The City is responsible, at its sole cost and expense, for all maintenance of the infrastructure of the Softball Stadium and Locker Room (including the electrical infrastructure, exterior water and wastewater plumbing, piping, and structural build), and daily upkeep of the public restroom (§10). The College is responsible, at its sole cost and expense, for all operational and maintenance expenses related to the Softball Stadium and Locker Room (including the field, utility costs, janitorial, trash removal, daily maintenance of the dugouts bathrooms, batting cages, spectator areas and any other area used by the College), the interior plumbing (piping, sinks, toilets, showers, wash basins, etc.), stocking consumable items (sanitary paper products, soap, light bulbs, etc.) (§9).	The College will take over some of the City's responsibilities.
5. USE OF THE STADIUM	The College will have the first priority on the use of the field or the Softball field (§6).	The College has priority use of Stadium but is required to develop a program for sublicensing.	The College is required to implement transparent process to encourage use by others.



SOUTHWEST RENDERING

01
SP-03

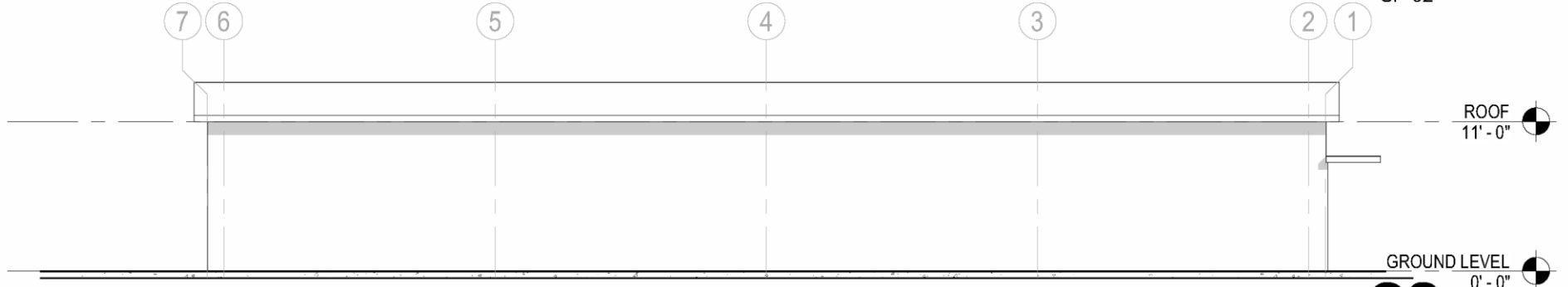




SOUTH ELEVATION

1/8" = 1'-0"

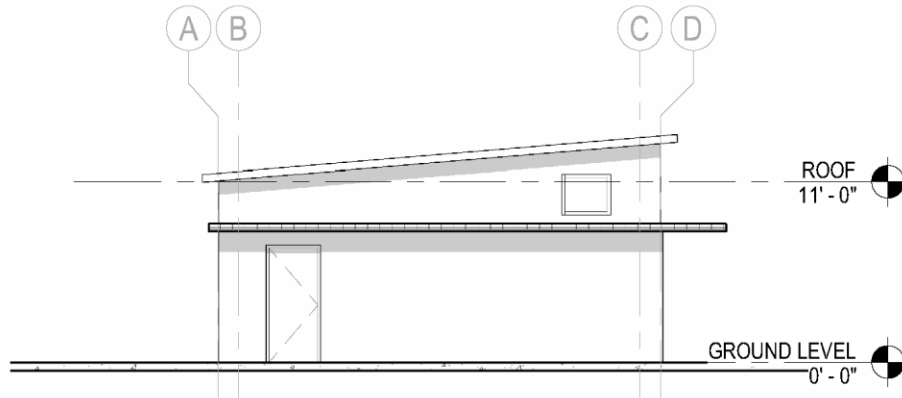
01
SP-02



NORTH ELEVATION

1/8" = 1'-0"

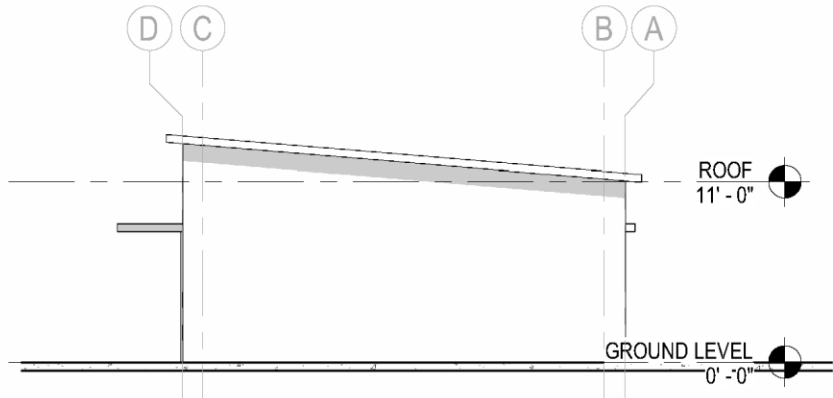
02
SP-02



WEST ELEVATION

1/8" = 1'-0"

03
SP-02



EAST ELEVATION

1/8" = 1'-0"

04
SP-02

**item type**

Public Hearings: Quasi-Judicial Matters

meeting date

June 11, 2025

prepared by

Michelle del Valle, Assistant City Manager

approved by

Randy Knight, City Manager

subject

Ordinance 3337-25 - Authorizing lease of Lake Island Center to Winter Park Benefit Shop (2nd reading)

motion | recommendation

Approve the second reading of the ordinance as presented.

background

Update from first reading: The attached lease reflects changes approved by the Commission on first reading:

- The lease term was changed from three to five years.
- Section 16 d, Proof of Coverage, was amended, adding "Notwithstanding the foregoing, the City has agreed to pay, and paid the first year of insurance.

The Winter Park Benefit Shop Association (WPBSA) has worked in the community for many years, selling donated used household items to benefit local charities. Annually, they raise approximately \$15,000, which benefits approximately 10 organizations. A secondary benefit is the upcycling of used items and making clothing and other necessities available to the community at very reasonable prices.

Most recently, the Benefit Shop's lease expired on August 20, 2024, and the City determined it needed additional office space in City Hall to conduct City business. The City Manager extended the lease through December 2024 to allow the WPBSA an opportunity to find an alternative location. After many unsuccessful attempts to relocate, Lake Island Hall at 450 Harper Street was proposed. This building was slated for demolition related to providing additional parking on the MLK Park, Library and Event Center campus. A revised design of the parking lot and phased approach to increasing parking allowed for the building to remain. The City has made minimal improvements to the building and assisted the WPBSA with moving furniture and inventory.

At the May 14, 2025, commission meeting, the City Commission gained consensus on the remaining policy items to be identified in the lease. The lease included in the packet recognizes the agreed-upon terms.

The WPBSA is eager to reopen and continue their work on behalf of the community, with more volunteers and an expanded inventory. Liability insurance was obtained on May 15, 2025, and the volunteers anticipate a grand reopening on May 30, 2025.

alternatives | other considerations

fiscal impact

Annual rent is proposed at \$1 per year. The agreement proposes the City cover costs associated with utilities, cleaning and light maintenance.

attachments

1. Ordinance 3337-25 Authorizing Lease to Winter Park Benefit Shop Association
2. Winter Park Benefit Shop Association Lease clean 05-29-2025
3. Exhibit A - Leased Premises

ORDINANCE 3337-25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, APPROVING AND AUTHORIZING THE LEASE OF CERTAIN PROPERTY TO WINTER PARK BENEFIT SHOP ASSOCIATION, INC., FOR THE OPERATION OF ITS BENEFIT SHOP, WHICH PROPERTY IS LOCATED AT 450 HARPER STREET, WINTER PARK, FLORIDA; PROVIDING FOR CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Section 2.11(b)(7) of the Charter of the City of Winter Park, Florida, requires the City Commission to approve by ordinance the conveyance or lease or authorize by administrative action such conveyance or lease of any lands of the City; and

WHEREAS, the City owns fee simple title to the improved real property located at 450 Harper Street, Winter Park, County of Orange, State of Florida ("Leased Premises"), which is more specifically described as set forth in the Lease, which Lease is attached hereto and incorporated herein as Exhibit 1 ("Lease Agreement"); and

WHEREAS, Winter Park Benefit Shop Association, Inc. ("WPBSA") desires to operate the Leased Premises for a benefit shop as part of its purpose a "charitable purpose"; and

WHEREAS, the City Commission deems it advisable and in the best interest of the public and citizens of the City to lease the Leased Premises to the Winter Park Benefit Shop Association, Inc., in accordance with the Lease Agreement attached hereto as Exhibit 1 to this Ordinance.

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

SECTION 1 RECITALS. The recitals stated hereinabove are incorporated herein by reference and are made fully a part of this Ordinance.

SECTION 2. APPROVAL OF LEASE. The City Commission of the City of Winter Park hereby approves the Lease Agreement attached hereto as **Exhibit 1** and the lease of the Leased Premises to WPBSA. The Mayor is hereby authorized to execute the Lease Agreement for and on behalf of the City of Winter Park.

SECTION 3. AUTHORIZATION. This Ordinance constitutes the authorization by the City Commission pursuant to Section 2.11(b)(7) of the Charter of the City of Winter Park, Florida, for the lease of the Leased Premises.

SECTION 4. CONFLICTS. To the extent that any Ordinances or parts of Ordinances conflict with any of the provisions of this Ordinance, this Ordinance will govern and control.

SECTION 5. CODIFICATION. No part of this Ordinance will be codified as part of the City Code, and an executed copy of the Ordinance will be maintained by the Clerk at City Hall in accordance with Florida's public records laws.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 11th day of June, 2025.

Sheila DeCiccio, Mayor

ATTEST:

City Clerk Rene S. Cranis

Lease Agreement

This LEASE AGREEMENT (hereinafter referred to as the "Lease") is made and entered into this ____ day of _____, 2025 ("Effective Date") by and between the **City of Winter Park**, a Florida municipal corporation, whose address is 401 South Park Avenue, Winter Park, Florida 32789 (hereinafter referred to as "City") , and **Winter Park Benefit Shop Association, Inc.**, a Florida not-for-profit corporation, whose address is 450 Harper Street, Winter Park, Florida 32789 (hereinafter referred to as "Tenant"), collectively the "Parties".

1. **LEASED PREMISES.** The premises being leased herein is that approximately 2,200 square foot building, including floor space and interior wall and ceiling space, located at 450 Harper Street, Winter Park, FL 32789 known as Lake Island Hall as shown outlined in Exhibit "A" ("Premises"). The City hereby leases the Premises to the Tenant for the Term and upon the conditions hereinafter provided.
2. **TERM/TERMINATION**
 - a. This Lease is for a period of five (5) years commencing on the Effective Date ("Term"). The Term shall expire on the ____ day of _____, 2028.
 - b. Either the City or Tenant may terminate this Lease early by providing at least ninety (90) days' prior written notice to the other party.
 - c. If Tenant abandons the Premises during the Term, this Lease may be immediately terminated by the City by giving written notice to the Tenant. If at any time Tenant does not operate its business within the Premises such that it is open to customers for 90 consecutive days, the City shall have the right to immediately terminate this Lease by giving written notice to Tenant.
 - d. Upon termination or expiration of this Lease for any reason, the Tenant shall peacefully surrender and vacate the Premises and leave the Premises free and clear of Tenant's personal property.
3. **LEASEHOLD IMPROVEMENTS.** Tenant is taking the Premises and accepting the condition of the Premises "AS IS" and the City is under no obligation to make any structural or other improvements. Tenant may not build, construct, alter, demolish, or make any improvements to the Premises or attach any fixtures in or to the Premises without the prior written consent of the City. The City is not responsible for any upgrades, improvements, or modifications to the building. The City intends to provide basic maintenance, specifically related to safety issues and provide utilities (including electricity, water, sewer, garbage, recycling, internet access and telephone), pest control and custodial services consistent with

other City owned and operated properties. The City will maintain plumbing, electrical, HVAC, lighting, roof, windows, structural components and foundations of the Premises building.

4. **RENT.** The Tenant agrees to pay to the City annual Rent in the amount of One Dollar (\$1.00).

5. **TENANT'S ADDITIONAL WARRANTIES.** In addition to any warranties or covenants made or to be kept by the Tenant pursuant to any other provision contained elsewhere herein, the Tenant hereby agrees:

- a. To not commit any nuisance or waste on the Premises, throw foreign substances in plumbing facilities, or waste the services, if any, furnished by the City;
- b. To comply with guidance from the Fire Marshall, not place any items in or otherwise obstruct entries, halls, sidewalks, or other Common Areas, and to not use the same for anything other than the allowed use in Paragraph 7;
- c. To comply with any and all of the Tenant's other covenants and agreements contained in this Lease;
- d. To store all trash and garbage and make the same available for regular pick-up;
- e. To conduct its business at all times in good faith, and in a high grade and reputable manner;
- f. To not use the Premises for any unlawful purpose or in a manner inconsistent with applicable zoning ordinances or other local, state, or federal laws and regulations.

6. **REPAIR.** City shall be responsible to perform basic repair and maintenance of the Premises sufficient to keep the building operational, subject to the obligation of the Tenant to operate the Premises in a safe and responsible manner and to keep the Premises clean during ordinary operations of the business conducted within the Leased Premises. If the Premises becomes un-useable due to catastrophic structural issues or extremely expensive maintenance problems, this Lease may be immediately terminated by either City or Tenant upon giving written notice to the other.

7. **USE.** Tenant may only use and occupy the Premises for a benefit shop, to sell donated clothes and household items, for charitable purposes. The City shall allow operations of the allowable use conducted by Tenant on days which are not a state, municipal or federal holiday, Monday through Saturday, at Tenant's option, between the hours of 9:00 a.m. through 5:00 p.m.

8. **COMPLIANCE WITH LAWS.** The Tenant warrants that it will abide by all laws that

apply to Tenant's conformance with health, safety, and building codes.

9. **TENANT'S MAINTENANCE OBLIGATIONS.** The Tenant, at its own expense, shall always maintain the Premises in a good, clean, sanitary, and safe condition in accordance with laws, ordinances, and regulations. The City shall provide janitorial services once per week, but the City is not otherwise obligated to ensure the cleanliness or sanitation of the Premises.
10. **THE CITY'S RIGHT OF ACCESS.** The City, its employees, and agents shall have the right to enter the Premises at all reasonable times for the purpose of inspecting, cleaning, or repairing the Premises.
11. **ALTERATIONS.** Tenant shall not make any alterations, additions, or improvements in or to the Premises, or add, disturb, or in any way change any plumbing or wiring therein without the written consent of the City.
12. **ASSIGNMENT OR SUBLETTING.** Tenant will not assign, transfer, mortgage or encumber this Lease or sublet or rent or permit occupancy or use of the Premises, or any part thereof by any third party. The Tenant may, from time to time, jointly host special events with other not-for-profit organizations that also serve Winter Park residents, on the exterior patio. The Tenant shall be responsible for the maintenance and cleanliness of the grounds following such special events.
13. **SURRENDER AND TREATMENT OF IMPROVEMENTS.** On the last day of the Term, or on the sooner termination thereof, the Tenant shall peaceably surrender the Premises.
14. **DEFAULT BY TENANT:** Events which would constitute default by Tenant (individually, an "Event of Default") include the following:
 - a. Breach of any material provision of this Lease.
 - b. If a notice of lien, levy or assessment is filed of record with respect to all or any part of the property of the Tenant by the United States, or any other governmental authority, unless contestable and actually and diligently contested in accordance herewith;
 - c. If the Tenant shall file a voluntary petition for bankruptcy or for arrangement, reorganization or other relief under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter in effect;
 - d. If the Tenant shall file an answer or other pleading or any proceeding admitting insolvency, bankruptcy, or inability to pay its debts as they mature;

- e. If, within thirty (30) days after the filing against it of any involuntary proceedings under the Federal Bankruptcy Code or similar law, state or federal, now or hereafter in effect, the Tenant shall fail to have such proceeding vacated;
- f. If the Tenant shall be adjudicated as bankrupt;
- g. If the Tenant be dissolved, terminated or merged;
- h. If the Tenant shall sell, convey, transfer or assign all or a major portion of its inventory, fixtures or other personal property, either on or off the Premises, without replacing same with comparable equivalents within thirty (30) days;
- i. If the Tenant abandons the Premises before the end of the Term, including the event that the Premises are closed to the public for more than ninety (90) consecutive days;
- j. If the Tenant shall, at any time during the Term of this Lease, fail to carry in full force and effect any insurance coverage required by Paragraph 17 of this Lease.
- k. The City shall provide Tenant with written notice of any alleged default pursuant to this Lease. The Tenant shall have ninety (90) days to commence to contest or cure the alleged default.

15. **REMEDIES.** Upon the occurrence of any Event of Default, the City shall have all rights under Florida law.

16. **INSURANCE.**

The Tenant agrees to secure and keep in force from and after the Commencement Date of this Lease and throughout the full Term of this Lease, at the Tenant's own cost and expense, the following:

- a. Commercial general liability insurance on the Premises, which policy shall include coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Lease), and Independent Contractors, in current Insurance Services Office form or other form which provides coverage at least as broad. Tenant shall maintain a combined policy limit of at least \$200,000 applying to Bodily Injury, Property Damage and Personal Injury.
- b. Tenant will carry workers' compensation insurance as required by Florida law.
- c. Other Requirements. All policies of insurance procured by the Tenant shall:
 - i. Be issued by insurance companies reasonably acceptable to the City.
 - ii. Be written as primary policies not contributing with and not in excess of

coverage that the City may carry.

- iii. All comprehensive general liability insurance procured by the Tenant under this section shall be issued for the benefit of the City and the Tenant, as their respective interests may appear.
- iv. Contain endorsements providing as follows:
 - 1. That such insurance may not be materially changed, amended, or canceled with respect to the City except after twenty (20) days' prior written notice from the insurance company to the City, sent by registered mail;
 - 2. That the Tenant be solely responsible for the payment of all premiums under such policy and that the City shall have no obligation for the payment thereof notwithstanding that the City is named as an insured.
- d. Proof of Coverage. The original policy or policies, or duly executed certificates for the same, together with reasonably satisfactory evidence of payment of the premium thereof, shall be delivered to the City within five (5) days of the Effective Date of this Lease, and on renewals of such policies not less than twenty (20) days prior to the expiration of the term of any such coverage. Failure to maintain insurance coverage is grounds for immediate closure of the Benefit Shop and termination of the lease. Notwithstanding the foregoing, the City has agreed to pay, and paid the first year of insurance.
- e. The Tenant shall hold in reserve enough revenues to cover the required deductible and/or co-insurance.
- f. Non-Waiver of Sovereign Immunity. The limits of liability in Section 768.28, Florida Statutes, and the sovereign immunity of the City of Winter Park shall not be waived by virtue of this requirement that Tenant maintain insurance adding the City as an additional insured. City is a municipal corporation and expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with common law and § 768.28, Florida Statutes.
- g. Nothing herein shall prohibit the City from contributing an amount of money sufficient to fund the insurance, although the City is not required to do this. Any such expenditure shall be consistent with the regular practice of the City for any fiscal year in question in which the City elects to provide funding for charitable purposes directly benefitting the citizens of Winter Park.

17. **SIGNAGE.** The city will provide appropriate signage.

18. GENERAL PROVISIONS.

- a. **Indemnity and hold harmless.** The City is protected by sovereign immunity. Tenant shall indemnify, defend and save the City harmless, from and against claims, demands, obligations, liabilities, penalties, fines, charges, costs and expenses, including, but not limited to, attorneys' fees, costs and expenses for the defense thereof, arising from occurrences on or about the Premises caused or allowed by Tenant's actions/inactions. Should a claim be brought against the City or the City be made a party to any action relating to the Premises, then Tenant shall reimburse the City for the foregoing and the city's attorneys' fees, costs and expenses incurred by the City in connection with the claim or action. The individual members and officers of the Tenant shall not be personally liable for the foregoing indemnity and hold harmless obligations.
- b. **Construction liens.** The Tenant agrees to promptly pay all sums of money owed in respect of labor, services, materials, supplies, or equipment furnished to the Tenant in or about the Premises, and the Tenant shall not permit any construction, material man's, or other lien to arise or be filed against the Premises or the City's interest therein. The Tenant shall save, hold harmless, and defend the City from liability or other damage that the City may incur as a result of such liens.
- c. **Keys.** Any and all keys to the Premises shall be surrendered to the City on the termination of this Lease.
- d. **No partnership, joint venture, third party beneficiary or fiduciary relationship created.** Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the City and Tenant, it being understood that the sole relationship created hereby is one of the City and tenant. Nothing contained in this Lease shall have the effect of creating a third party beneficiary and no non-party to this Lease shall be deemed to have any third party rights, it being understood that the sole relationship created hereby is one of the City and Tenant.
- e. **Notices.** All communications permitted or required to be given under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent, or deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, by fax or email transmission addressed to the other party to this Lease. For purposes of notice, the addresses of the parties shall be as follows:

City: **City of Winter Park**
Attn: Assistant City Manager
401 South Park Avenue
Winter Park, Florida 32789

Copy to: **Fishback Dominick LLP**
Attn: City Attorney – Winter Park
1947 Lee Road
Winter Park, FL 32789

Tenant: **Winter Park Benefit Shop Association, Inc.**
Attention: _____
450 Harper Street
Winter Park, FL 32789

- f. Amendment, modification, or waiver. No amendment, modification, or waiver of any condition, provision, or term of this Lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default shall not affect or impair any right arising from any subsequent default.
- g. Entire agreement. This Lease contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.
- h. Captions, headings, or titles. All captions, headings, or titles in the paragraphs or sections of this Lease are inserted for convenience of reference only and shall not constitute a part of this Lease as a limitation of the scope of the particular paragraphs or sections to which they apply.
- i. Florida Law. This Lease shall be construed and enforced in accordance with the laws of the state of Florida. No provision of this Lease shall be construed by any court against either party by reason of such party being deemed to have drafted or structured such provision.
- j. Jurisdiction and Venue. Each of the parties irrevocably consents to exclusive jurisdiction and venue in the Florida state courts located in Orlando, Orange County, Florida, and in the Federal district court which includes Orlando, Orange County, Florida.

k. Time is of the essence. Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision hereof.

l. Dispute Resolution. In the event of any dispute or claim arising under this Lease, the parties agree to attempt to resolve the matter through good-faith mediation prior to initiating litigation.

IN WITNESS WHEREOF, the City and Tenant have hereunto set their hands and seals the day and year above written.

Signed, sealed, and delivered in the presence of:

CITY:

CITY OF WINTER PARK, a Florida municipal corporation.

Witness

Print

Witness

Print

Sheila DeCiccio, Mayor

Date: _____

TENANT:

WINTER PARK BENEFIT SHOP ASSOCIATION, INC., a Florida not-for-profit corporation.

Witness

Print

By: _____

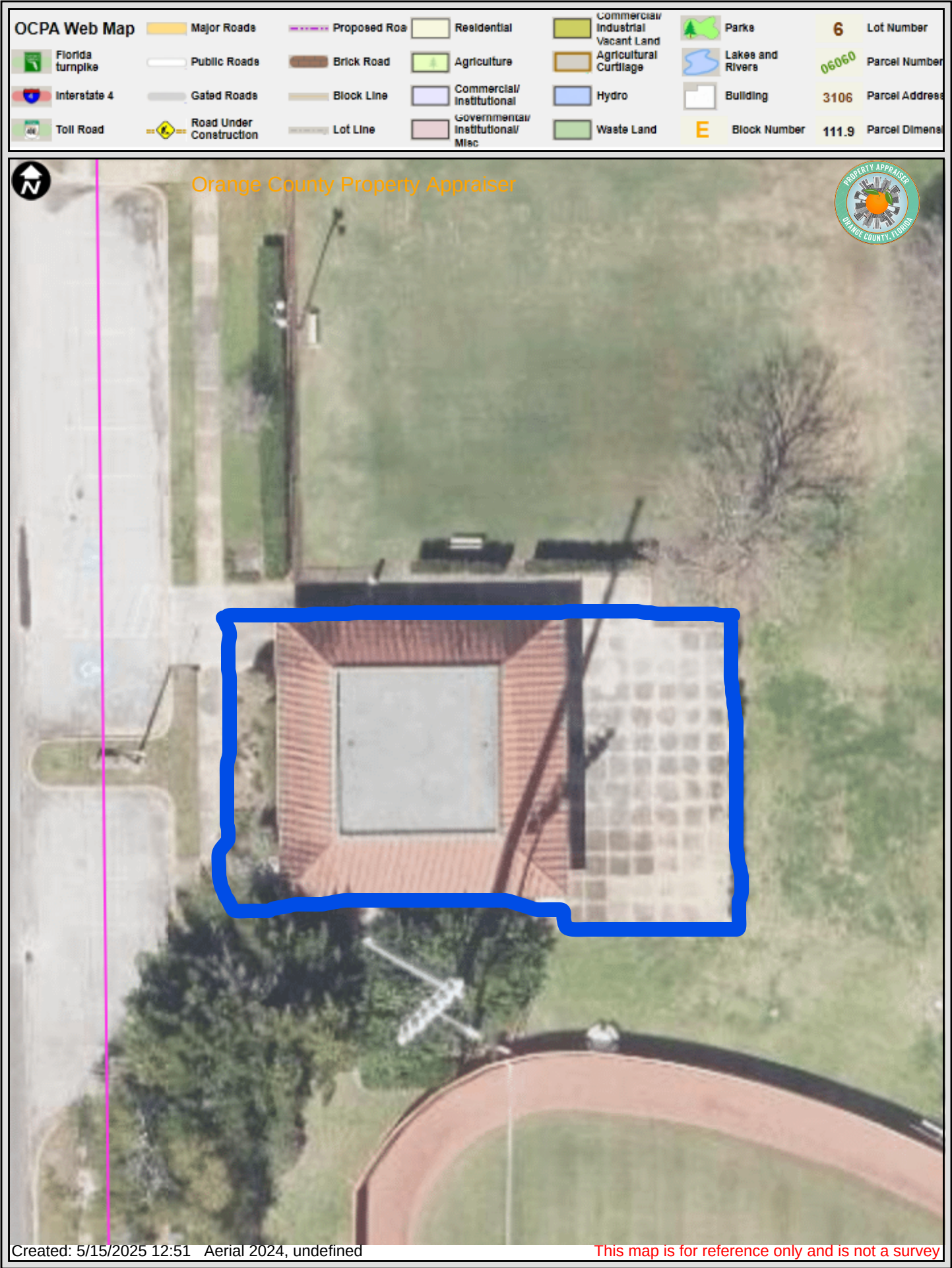
Title: _____

Witness

Print

Date: _____

EXHIBIT "A"



**item type**

Public Hearings: Quasi-Judicial Matters

meeting date

June 11, 2025

prepared by

Allison McGillis, Director of Planning and Zoning

approved by**subject**

Request of Toren Veigle to:

- Ordinance 3334-25 - Annexing the property at 687 Harold Avenue along with approximately 0.2 acres of right-of-way of Harold Avenue adjacent to the property to be annexed (2nd Reading)
- Ordinance 3339-25 - Establishing Commercial Future Land Use (2nd reading)
- Ordinance 3340-25 - Establishing Commercial (C-3) Zoning on the annexed property (2nd Reading)

motion | recommendation

Planning & Zoning Board recommendation is for approval.

background

The property owner, Toren Veigle, has submitted a request for voluntary annexation of the property located at 687 Harold Avenue, including approximately 0.2 acres of adjacent Harold Avenue right-of-way, from unincorporated Orange County into the City of Winter Park. As part of the annexation process, the City must assign both a Future Land Use designation and zoning classification to the property.

Currently, the property carries a Commercial Future Land Use designation and is zoned Commercial (C-3) under Orange County's jurisdiction. Upon annexation, the City intends to apply its own Commercial Future Land Use designation and C-3 zoning to maintain consistency.

This site is located within the Annexation Reserve Area #3 as outlined in the City's Comprehensive Plan, and it falls within the Joint Planning Area shared by the City and Orange County. This strategic area supports intergovernmental coordination and the annexation of unincorporated enclaves such as this property, which is surrounded by Winter Park.

Regarding redevelopment, the rear portion of the property previously housed a structure that

was destroyed by fire. The owner intends to rebuild the rear structure while preserving the existing front structure.

alternatives | other considerations

fiscal impact

attachments

1. Ordinance 3334-25 - Annexation - 687 Harold Ave
2. Ordinance 3339-25 - Comp Plan FLU - 687 Harold Ave
3. Ordinance 3340-25 -Zoning - 687 Harold Ave
4. Annexation Area
5. Aerial Map - 687 Harold Ave

ORDINANCE 3334-25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 0.31 ACRES OF REAL PROPERTY LOCATED AT 687 HAROLD AVENUE ALONG WITH APPROXIMATELY 0.2 ACRES OF RIGHT-OF-WAY OF HAROLD AVENUE, AS MORE SPECIFICALLY DESCRIBED HEREIN, INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF WINTER PARK; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY OF WINTER PARK JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property owner of 687 Harold Avenue has requested the City enact a voluntary annexation, also identified by Orange County Tax Parcel ID: 12-22-29-5000-03-110; and

WHEREAS, the City of Winter Park has determined that 687 Harold Avenue along with 0.2 acres of right-of-way of Harold Avenue are reasonably compact and contiguous to the municipal limits of the City of Winter Park, that said annexation will not result in the creation of an enclave and meets the prerequisites and standards set forth in Section 171.044, Fla. Stat., for voluntary annexation into the City of Winter Park; and

WHEREAS, the City of Winter Park has provided adequate notice required by general law for this annexation and has conducted the required public hearing prior to the adoption of this Ordinance; and

WHEREAS, the City Commission of the City of Winter Park finds that said annexation is in accordance with the requirements of Florida law and is in the best interest of the City and its residents.

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

SECTION 1: *Recitals.* The above "Whereas" clauses are true and correct and constitute legislative findings of the City of Winter Park City Commission and are incorporated herein by this reference.

SECTION 2: *Property Annexed.* That, after conducting two public hearings and having found that the Owners' petition for voluntary annexation of 687 Harold Avenue (Orange County Tax Parcel ID: 12-22-29-5000-03-110) along with 0.2 acres of right-of-way of Harold Avenue meet the prerequisites and standards for annexation under general law and is further legally defined below and as shown on the map attached hereto as Exhibit "A" is hereby annexed into the municipal boundaries of the City of Winter Park.

Legal description: LOTS 11 AND 12, BLOCK "C", LAWNSDALE ANNEX, AS RECORDED IN PLAT BOOK "J", PAGE 50, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
AND

ALL THAT PORTION OF THE RIGHT OF WAY OF HAROLD AVENUE LYING EAST OF LOTS 9, 10, 11 AND 12, BLOCK "C", LAWNSDALE ANNEX, AS RECORDED IN PLAT BOOK "J", PAGE 50, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SECTION 3: Effect of Annexation. That the City of Winter Park, shall have all of the power, authority, and jurisdiction over and within the area as described in Section 2 hereof, and the inhabitants thereof, and property therein, as it does and have over its present corporate limits and laws, ordinances, and resolutions of said City shall apply and shall have equal force and effect as if all territory had been part of said City at the time of the passage of such laws, ordinances, and resolutions.

SECTION 4: Apportionment of Debts and Taxes. Pursuant to § 171.061, Fla. Stat., the area annexed to the City shall be subject to all taxes and debts of the City upon the effective date of annexation. However, the annexed area shall not be subject to municipal ad valorem taxation for the current year if the effective date of the annexation falls after the City levies such tax.

SECTION 5: Instructions to Clerk. Within seven (7) days following the adoption of this Ordinance, the City Clerk or her designee is directed to file a copy of this Ordinance with the clerk of the circuit court and the chief administrative officer of Orange County as required by § 171.044(3), Fla. Stat.

SECTION 6: Severability. Should any portion of this Ordinance be held invalid, then such portions as are not declared invalid shall remain in full force and effect.

SECTION 7: Effective Date. This Ordinance shall become effective after its adoption at its second reading.

ADOPTED this 11th day of June, 2025, by the City Commission of the City of Winter Park, Florida.

Sheila DeCiccio, Mayor

ATTEST:

Rene Cranis, City Clerk

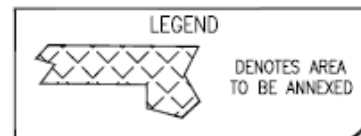
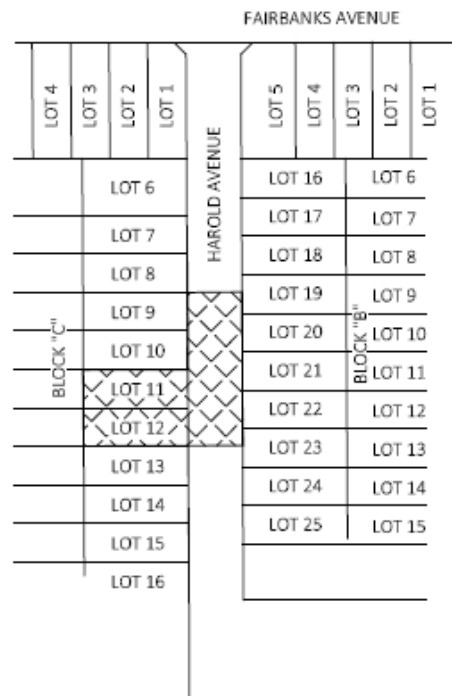
Exhibit "A"

LEGAL DESCRIPTION
PROPERTY TO BE ANNEXED:

LOTS 11 AND 12, BLOCK "C", LAWDALE ANNEX, AS RECORDED IN PLAT BOOK "J", PAGE 50, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

ALL THAT PORTION OF THE RIGHT OF WAY OF HAROLD AVENUE LYING EAST OF LOTS 9, 10, 11 AND 12, BLOCK "C", LAWDALE ANNEX, AS RECORDED IN PLAT BOOK "J", PAGE 50, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



SKETCH OF DESCRIPTION ONLY; NOT A BOUNDARY SURVEY



CITY OF WINTER PARK

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
SURVEY SECTION

500 N. Virginia Avenue
Winter Park, Florida 32789
Phone: (407) 599-3233

SKETCH OF DESCRIPTION
HAROLD AVENUE
RIGHT OF WAY TO BE VACATED
CITY OF WINTER PARK, ORANGE COUNTY, FL
SCALE : 1" = 100' DATE : 04/14/25
04-14-25 HAROLD AVENUE
PREPARED BY THOMAS L. CONNER, CITY SURVEYOR
FLORIDA LICENSED SURVEYOR AND MAPPER LS4340
ON BEHALF OF THE CITY OF WINTER PARK, FLORIDA

ORDINANCE 3339-25

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 ESTABLISH COMMERCIAL FUTURE LAND USE ON THE ANNEXED PROPERTY AT LOCATED AT 687 HAROLD AVENUE AND TO INDICATE THE ANNEXATION ON THE OTHER MAPS WITHIN THE COMPREHENSIVE PLAN, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the City of Winter Park has officially annexed the property more particularly described below in compliance with Chapter 171, Florida Statutes, and

WHEREAS, the City Commission intends to amend its Comprehensive Plan to establish a municipal Comprehensive Plan Future Land Use map designation as a small-scale amendment to the Comprehensive Plan, and

WHEREAS, on May 6, 2025, the Planning and Zoning Board held a public hearing on the proposed Future Land Use map amendment set forth herein and made a recommendation to the City Commission concerning the same, and

WHEREAS, the amendment of the Comprehensive Plan maps and the establishment of a Future Land Use designation meets the criteria established by Chapter 163, Florida Statutes and pursuant to and in compliance with law.

NOW THEREFORE BE IT ENACTED, 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 establish a Commercial Future Land Use designation on the annexed property at 687 Harold Avenue, and that all other maps in the Comprehensive Plan reflect the annexation of this property into the City of Winter Park, said property being more particularly described as Orange County Tax Parcel ID: 12-22-29-5000-03-110 and LAWNDAL E ANNEX J/50 LOT 11 (LESS N 4 INCHES) & ALL LOT 12 BLK C.

SECTION 2. This Ordinance shall become effective 31 days after its adoption unless timely challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption. If timely challenged, this Ordinance will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining compliance pursuant to Chapter 163, Florida Statutes.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 11th day of June, 2025.

Mayor Sheila DeCiccio

Attest:

Rene Cranis, City Clerk

ORDINANCE 3340-25

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE
III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO
ESTABLISH COMMERCIAL (C-3) ZONING ON THE ANNEXED
PROPERTY AT 687 HAROLD AVENUE, MORE PARTICULARLY
DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Commission intends to establish a municipal zoning designation on this property in compliance with the establishment of a similar Comprehensive Plan Future Land Use designation for said property, and

WHEREAS, on May 6, 2025, the Planning and Zoning Board held a public hearing on the proposed zoning map amendment set forth herein and made a recommendation of approval to the City Commission; and

WHEREAS, the establishment of 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.

**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 establish Commercial (C-3) district zoning on the annexed property at 687 Harold Avenue, more particularly described at Orange County Parcel ID: 12-22-29-5000-03-110 and LAWNDALE ANNEX J/50 LOT 11 (LESS N 4 INCHES) & ALL LOT 12 BLK C.

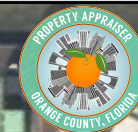
SECTION 2. This Ordinance shall become effective immediately upon the effectiveness of the companion Ordinance amending the City of Winter Park Comprehensive Plan to designate the property described in Section 1 of this Ordinance with the Commercial Future Land Use.

ADOPTED this 11th day of June, 2025, by the City Commission of the City of Winter Park, Florida.

Mayor Sheila DeCiccio

ATTEST:

Rene Cranis, City Clerk



**item type**

Public Hearings: Quasi-Judicial Matters

meeting date

June 11, 2025

prepared by

Allison McGillis, Director of Planning and Zoning

approved by**subject**

Request of the City of Winter Park for Ordinances to:

- Ordinance 3341-25 - Establishing single-family Future Land Use on the annexed properties at 443 East Kings Way, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 Stonehurst Road and to indicate the annexation on the other maps within the Comprehensive Plan. (2nd Reading)
- Ordinance 3342-25 - Establishing single-family (R-1AA) zoning on the annexed properties at 443 East Kings Way, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 Stonehurst Road. (2nd Reading)
- Ordinance 3343-25- Vacating and abandoning the western and eastern 17.5-foot portion of Stonehurst Road. (2nd Reading)

motion | recommendation

Planning & Zoning Board recommendation is for approval.

background

The city recently entered into an Interlocal Agreement to annex the area identified as the Stonehurst Enclave, which includes 443 East Kings Way, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 Stonehurst Road. As part of the annexation process, the City must assign both a Future Land Use designation and zoning classification to the properties.

Currently, the properties carry a Low-Density Future Land Use designation and are zoned Single-Family (R-1AA) under Orange County's jurisdiction. The city is now proposing to apply its own Single-Family Future Land Use designation and R-1AA zoning to maintain consistency.

As part of this request, the city is proposing an Ordinance to vacate and abandon the western and eastern 17.5 feet portions of Stonehurst Road. This action is initiated in accordance with Resolution 2028-09 (attached), which outlines the City's intent to vacate specific portions of public right-of-way within the Stonehurst Enclave subdivision upon annexation into the city.

The resolution was originally passed as an incentive to encourage property owners within the area to annex into Winter Park. With the annexation now complete, the proposed Ordinance fulfills the City's commitment under that Resolution.

City staff has reviewed the request and determined that the 17.5-foot strips on each side of the 95-foot-wide Stonehurst Drive right-of-way are no longer needed for current or future public use. The vacation of these areas will not negatively affect infrastructure or public access, as long as a perpetual utility easement is maintained. Accordingly, the ordinance includes provisions to reserve a perpetual easement over the vacated areas, ensuring uninterrupted access for the installation, maintenance, and operation of both public and private utilities.

alternatives | other considerations

fiscal impact

The annexed properties are worth approximately \$11.5 million dollars in taxable value, which equates to approximately \$47,000 in annual revenue.

attachments

1. Ordinance 3341-25 FLU - Stonehurst
2. Ordinance 3342-25 - Zoning - Stonehurst
3. Ordinance 3343-25 - Vacate Portions of Stonehurst Road
4. Location Map
5. EXHIBIT B - Resolution 2028-09
6. Stonehurst Road Enclave Annexation ILA - signed

ORDINANCE 3341-25

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 ESTABLISH SINGLE-FAMILY FUTURE LAND USE ON THE ANNEXED PROPERTIES AT 443 EAST KINGS WAY, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 STONEHURST ROAD AND TO INDICATE THE ANNEXATION ON THE OTHER MAPS WITHIN THE COMPREHENSIVE PLAN, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission intends to amend its Comprehensive Plan to establish a municipal Comprehensive Plan Future Land Use map designation as a small-scale amendment to the Comprehensive Plan on the recently annexed properties at 443 East Kings Way, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 Stonehurst Road; and

WHEREAS, on May 6, 2025, the Planning and Zoning Board held a public hearing on the proposed Future Land Use map amendment set forth herein and made a recommendation of approval to the City Commission; and

WHEREAS, the amendment of the Comprehensive Plan maps and the establishment of a Future Land Use designation meets the criteria established by Chapter 163, 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.

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

SECTION 1: That, Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" Future Land Use Plan map is hereby amended so as to establish a Single-Family Future Land Use designation on the annexed properties at 443 East Kings Way, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 Stonehurst Road, and that all other maps in the Comprehensive Plan reflect the annexation of these properties into the City of Winter Park, said properties being more particularly described as follows:

Legal description: LOTS 1, 4, 5, 6, 7, 9, 10, 11, 13, 14, 15, 16 AND 19, STONEHURST ESTATES, AS RECORDED IN PLAT BOOK "U", PAGE 9, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SECTION 2: This Ordinance shall become effective 31 days after adoption but shall not become effective if this Ordinance is challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption. In that case it will not become effective

until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining the Ordinance, in compliance, with Chapter 163, Florida Statutes.

ADOPTED this 11th day of June, 2025, by the City Commission of the City of Winter Park, Florida.

Mayor Sheila DeCiccio

ATTEST:

Rene Cranis, City Clerk

ORDINANCE 3342-25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO ESTABLISH SINGLE-FAMILY (R-1AA) ZONING ON THE ANNEXED PROPERTIES AT 443 EAST KINGS WAY, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 STONEHURST ROAD, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission intends to establish a municipal zoning designation on this property in compliance with the establishment of a similar Comprehensive Plan Future Land Use designation for said property; and

WHEREAS, on May 6, 2025, the Planning and Zoning Board held a public hearing on the proposed zoning map amendment set forth herein and made a recommendation of approval to the City Commission; and

WHEREAS, the establishment of 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.

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

SECTION 1: That, Chapter 58 "Land Development Code", Article III, "Zoning" and the official Zoning Map is hereby amended so as to establish a Single-Family (R-1AA) district zoning on the annexed properties at 443 East Kings Way, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 Stonehurst Road, and that all other maps in the Land Development Code reflect the annexation of this property into the City of Winter Park, said properties being more particularly described as follows:

Legal description: LOTS 1, 4, 5, 6, 7, 9, 10, 11, 13, 14, 15, 16 AND 19, STONEHURST ESTATES, AS RECORDED IN PLAT BOOK "U", PAGE 9, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SECTION 2: This ordinance shall become effective 31 days after adoption but shall not become effective if this Ordinance is challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption. In that case it will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining the Ordinance, in compliance, with Chapter 163, Florida Statutes.

ADOPTED this 11th day of June, 2025, by the City Commission of the City of Winter Park, Florida.

Mayor Sheila DeCiccio

ATTEST:

Rene Cranis, City Clerk

After Recording Return To:
City of Winter Park
City Clerk's Office
401 Park Avenue South
Winter Park, Florida 32789

ORDINANCE 3343- 25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, VACATING AND ABANDONING THE WESTERN AND EASTERN 17.5 FEET PORTIONS OF STONEHURST DRIVE DEDICATED BY STONEHURST ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "U", PAGE 9, OF THE PUBLIC RECORDS OF ORANGE COUNTY, SAID PORTION TO BE VACATED IS SHOWN HEREON AS EXHIBIT "A" ATTACHED HERETO AND DESCRIBED HEREIN; PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE.

WHEREAS, this right-of-way vacation is initiated pursuant to and in accordance with the Resolution 2028-09 attached hereto as Exhibit "B," which sets forth the City's intent and findings regarding the vacation of a portion of public right-of-way located within the Stonehurst Enclave Subdivision, being a portion of Stonehurst Drive and Kings Way, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Vacation Area"); and

WHEREAS, the fee simple property owners adjacent to the Vacation Area have requested the Vacation Area to be vacated by the City; and

WHEREAS, said right-of-way is no longer necessary for present or prospective public use; and

WHEREAS, the vacation of the Vacation Area has been reviewed by City staff and found to be in the public interest; and

WHEREAS, the City has the authority to adopt this Ordinance by virtue of its home rule powers and Charter with respect to abandoning and vacating rights-of-way no longer needed for public purposes; and

WHEREAS, the City has determined that these portions of Stonehurst Drive right-of-way being vacated and abandoned by this Ordinance are no longer needed by the City of Winter Park or for any public purpose, except with respect to the reserved utilities easement.

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

Section 1. The City Commission of the City of Winter Park, Florida hereby vacates and abandons those certain portions of the 95 feet wide public right-of-way described in **EXHIBIT "A"** attached hereto ("Vacation Area"), subject to a reservation by the City of Winter Park of a perpetual utilities easement over, under and through the

Vacation Area for the construction, installation, repair, replacement, reconstruction, maintenance, control, operation, use, and modification of public and private utilities and facilities (including private utilities and facilities owned by the City's licensees or permit holders), including but not limited to sewer lines, water lines, reclaimed water lines, gas lines, electric lines, cable television lines, telecommunications lines, stormwater drainage lines, fiber optic cables and other public utilities facilities of every type, including without limitation, mains, pipes, inlets, grates, pumps, valves, wires, structures, boxes, manholes, electrical controls, cables and similar appurtenances, including the right of ingress and egress to and from adjacent public rights-of-way for the purposes of the easement.

Section 2. Any error in the legal description or in depiction of the Vacation Area 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 3. In the event of any conflict between this Ordinance and any other ordinance or portions of ordinances, this Ordinance controls.

Section 4. After adoption, this Ordinance shall be recorded in the public records of Orange County, Florida.

Section 5. This Ordinance shall take effect immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the 11th day of June, 2025.

Sheila DeCiccio, Mayor

ATTEST:

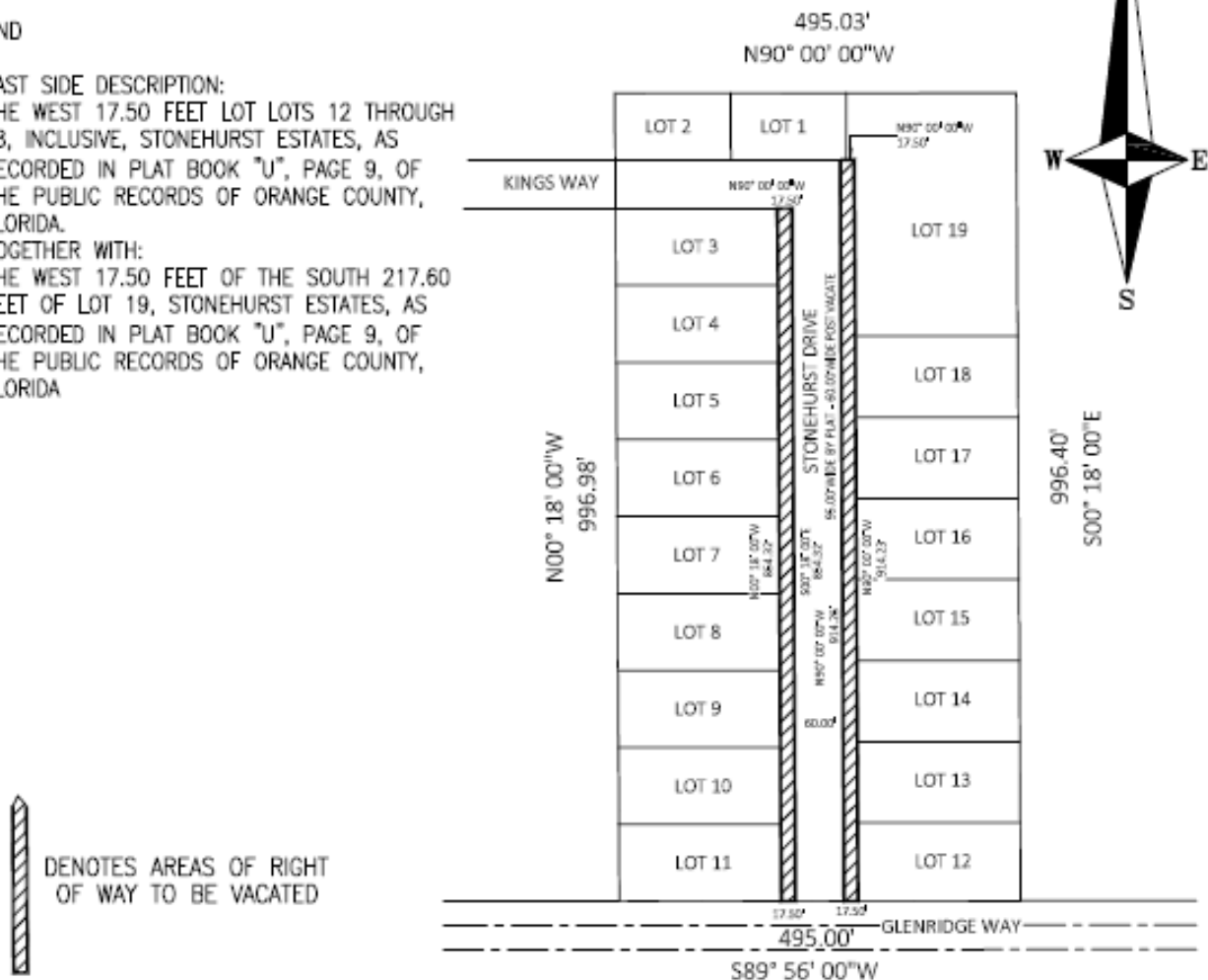
Rene Cranis, City Clerk

LEGAL DESCRIPTION
PORTIONS OF STONEHURST DRIVE TO BE
VACATED:

WEST SIDE DESCRIPTION:
THE EAST 17.50 FEET OF LOTS 3 THROUGH
11, INCLUSIVE, STONEHURST ESTATES, AS
RECORDED IN PLAT BOOK "U", PAGE 9, OF
THE PUBLIC RECORDS OF ORANGE COUNTY,
FLORIDA.

AND

EAST SIDE DESCRIPTION:
THE WEST 17.50 FEET LOT LOTS 12 THROUGH
18, INCLUSIVE, STONEHURST ESTATES, AS
RECORDED IN PLAT BOOK "U", PAGE 9, OF
THE PUBLIC RECORDS OF ORANGE COUNTY,
FLORIDA.
TOGETHER WITH:
THE WEST 17.50 FEET OF THE SOUTH 217.60
FEET OF LOT 19, STONEHURST ESTATES, AS
RECORDED IN PLAT BOOK "U", PAGE 9, OF
THE PUBLIC RECORDS OF ORANGE COUNTY,
FLORIDA

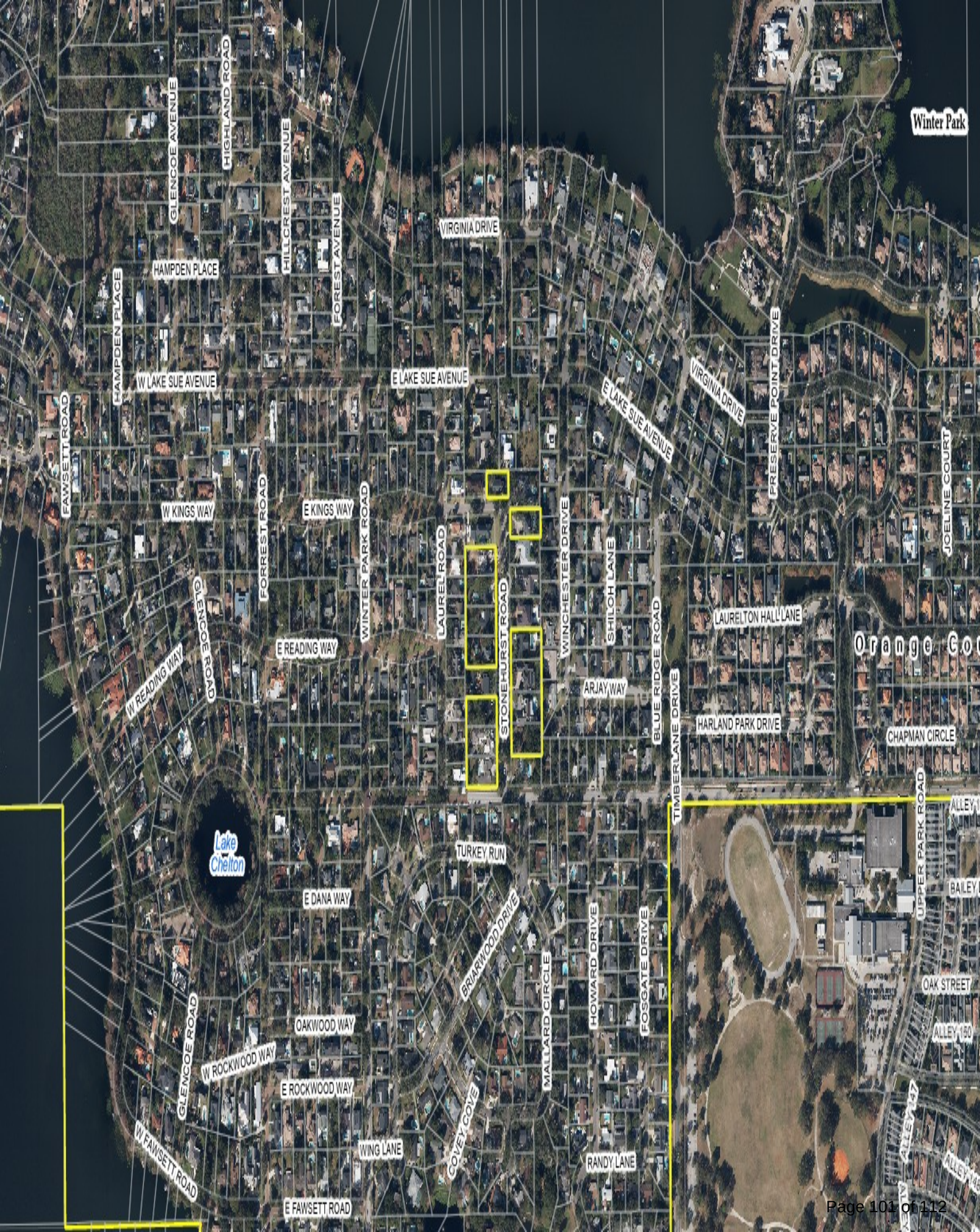


SKETCH OF DESCRIPTION ONLY; NOT A BOUNDARY SURVEY



CITY OF WINTER PARK
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
SURVEY SECTION
500 N. Virginia Avenue
Winter Park, Florida 32789
Phone: (407) 599-3233

SKETCH OF DESCRIPTION
STONEHURST DRIVE
RIGHT OF WAY TO BE VACATED
CITY OF WINTER PARK, ORANGE COUNTY, FL
SCALE : 1" = 100' DATE : 04/14/25
04-14-25 STONEHURST ENCLAVE
PREPARED BY THOMAS L. CONNER, CITY SURVEYOR
FLORIDA LICENSED SURVEYOR AND MAPPER LS4340
ON BEHALF OF THE CITY OF WINTER PARK, FLORIDA



Winter Park

Orange Co

EXHIBIT "B"

RESOLUTION NO. 2028-09

A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA, ADOPTING POLICY ASSURANCES REGARDING THE FUTURE ANNEXATION OF THE STONEHURST DRIVE AND KINGS WAY ENCLAVE.

WHEREAS, the Florida Statutes Chapter 171 provides the statutory regulations for annexations and encourages cities to annex enclaves of unincorporated areas that are completely surrounded by municipalities in order to more efficiently provide services to those areas; and

WHEREAS, the Winter Park Comprehensive Plan and Strategic Plan indicate that the Stonehurst Drive and Kings Way enclave is a priority area for the City to annex; and

WHEREAS, the residents on this area desire some assurances as to policy matters concerning the future provision of city services to be codified for future city commissions to understand the terms and conditions that were given regarding these issues.

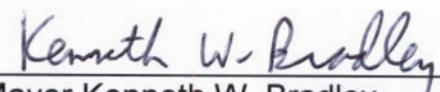
NOW, THEREFORE, be it Resolved by the City Commission of the City of Winter Park, Florida:

SECTION 1. The Winter Park City Commission does hereby adopt as policy that sanitary sewer and sidewalks shall not be further constructed or extended within the streets or properties within the Stonehurst Drive and Kings Way enclave area as depicted and attached as Exhibit "A".

SECTION 2. The Winter Park City Commission does hereby adopt as policy its' intention to reduce the width of the Stonehurst Drive right-of-way from 90 feet wide to 60 feet wide via a future ordinance to vacate and abandon 15 feet on each side of the right-of-way thereby increasing the private property of the homes fronting on Stonehurst Drive.

SECTION 3. This Resolution shall become effective upon its passage and the annexation of the Stonehurst Drive and Kings Way enclave.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 27th day of July, 2009.


Mayor Kenneth W. Bradley

ATTEST:


Deputy City Clerk Nancy McLean



Stonehurst Drive/ Kings Way Enclave

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: April 22, 2025

AFTER RECORDING RETURN TO:

City of Winter Park
Attn: City Clerk
401 S Park Avenue
Winter Park, Florida 32789

For Recording Purposes Only

**INTERLOCAL AGREEMENT FOR ANNEXATION OF THE STONEHURST ROAD
ENCLAVE**

between

CITY OF WINTER PARK, FLORIDA

and

ORANGE COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT, dated this 22 day of April, 2025, (hereinafter referred to as "Agreement") between the **CITY OF WINTER PARK**, a municipal corporation in the State of Florida whose mailing address is 401 S. Park Avenue, Florida, 32789 (hereinafter referred to as "City"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida whose mailing address is 201 South Rosalind Avenue, Orlando, Florida 32801 (hereinafter referred to as "County"), is entered into for the purpose of annexing a certain enclave located within unincorporated Orange County into the corporate limits of the City of Winter Park, Florida, pursuant to, and as authorized by, Florida Statutes §171.046.

WITNESSETH

WHEREAS, Florida Statutes §171.046, adopted by the Florida Legislature, recognizes that enclaves can create significant problems in planning, growth management, and service delivery; that it is the policy of the State of Florida to eliminate enclaves; and provides a method for the annexation by interlocal agreement of enclaves that are one hundred and ten (110) acres or less; and

WHEREAS, the land area of the Stonehurst Road enclave as described in Attachment A and Attachment B ("Stonehurst Road Enclave") is 5.57 acres in size and located more than one-half mile from the closest portion of unincorporated Orange County; and

AFTER RECORDING RETURN TO:

City of Winter Park
Attn: City Clerk
401 S Park Avenue
Winter Park, Florida 32789

For Recording Purposes Only

**INTERLOCAL AGREEMENT FOR ANNEXATION OF THE STONEHURST ROAD
ENCLAVE**

between

CITY OF WINTER PARK, FLORIDA

and

ORANGE COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT, dated this ____ day of _____, 20__, (hereinafter referred to as "Agreement") between the **CITY OF WINTER PARK**, a municipal corporation in the State of Florida whose mailing address is 401 S. Park Avenue, Florida, 32789 (hereinafter referred to as "City"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida whose mailing address is 201 South Rosalind Avenue, Orlando, Florida 32801 (hereinafter referred to as "County"), is entered into for the purpose of annexing a certain enclave located within unincorporated Orange County into the corporate limits of the City of Winter Park, Florida, pursuant to, and as authorized by, Florida Statutes §171.046.

WITNESSETH

WHEREAS, Florida Statutes §171.046, adopted by the Florida Legislature, recognizes that enclaves can create significant problems in planning, growth management, and service delivery; that it is the policy of the State of Florida to eliminate enclaves; and provides a method for the annexation by interlocal agreement of enclaves that are one hundred and ten (110) acres or less; and

WHEREAS, the land area of the Stonehurst Road enclave as described in Attachment A and Attachment B ("Stonehurst Road Enclave") is 5.57 acres in size and located more than one-half mile from the closest portion of unincorporated Orange County; and

WHEREAS, Florida Statutes §171.031, adopted by the Florida Legislature, defines areas that are “urban in character” as those lands used intensively for residential, urban recreational or conservation parklands, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes; and defines “enclave” as any unincorporated developed or improved area that is enclosed within and bounded on all sides by a single municipality, or any unincorporated developed or improved area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality; and

WHEREAS, Florida Statutes §171.043, adopted by the Florida Legislature, describes the character of the area that may be annexed; and

WHEREAS, on December 17, 2024, the City and County entered into a Joint Planning Area Agreement providing, in part, that within nine (9) months the City and County shall work together in good faith to annex the Stonehurst Road Enclave into the City limits by an interlocal agreement pursuant to Florida Statutes §171.046(2); and

WHEREAS, it has been determined by the City that the thirteen (13) developed residential single family parcels to be annexed by this Agreement are within the future annexation and planning areas of the City and meet the requirements set out in Florida Statutes §171.046; and

WHEREAS, annexation of the Stonehurst Road Enclave into the City will avoid unnecessary confusion and duplication of municipal services, including emergency services.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

SECTION I. The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

SECTION II. This Agreement is executed in order to adjust and redefine the corporate limits of the City to include the lands described in Section III below in order to ensure the sound and efficient delivery of urban services to said lands.

SECTION III. The City and the County hereby find that the following lands (known as the Stonehurst Road Enclave) located in unincorporated Orange County is an enclave of unincorporated area of 110 acres or less which meets the criteria for annexation into the City under Florida Statutes §171.046;

See **Attachment “A”** which is attached hereto and by this reference made a part hereof. A map of the above-described lands which clearly shows the area proposed to be annexed is attached hereto as **Attachment “B”** and by this reference made a part hereof.

SECTION IV. The City hereby finds that the annexation of the lands herein described is consistent with State law, the City's Comprehensive Plan and meets all of the requirements for annexation set forth in State law, the City's Comprehensive Plan, and the City Code.

SECTION V. Pursuant to Florida Statutes §171.046(2), the City by this Agreement hereby annexes into the corporate limits of the City those lands described in Attachment "A" and Attachment "B" hereto.

SECTION VI. The lands herein described and future inhabitants of said lands shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City and shall be entitled to the same privileges and benefits as other areas of the City.

SECTION VII. The lands herein described shall have the existing County land use plan and County zoning or subdivision regulations in full force and effect until the City adopts a comprehensive plan amendment and rezoning that includes said land. The City agrees to process for change the land use classification and zoning category of these annexed lands in accordance with applicable City ordinances and State laws within twelve (12) months following the date of execution of this Agreement by the second party hereto and at no charge to the owners of the land described in Attachment "A" hereto.

SECTION VIII. The City and the County hereby acknowledge that, prior to their approval of this Agreement, they have jointly provided written notice to all owners of the real property identified in Attachment A whose names and addresses are known by reference to the latest published ad valorem tax records of the Orange County Property Appraiser. The written notice described the purpose of this Agreement and stated the date, time, and place of the meetings of the City of Winter Park City Commission and the Orange County Board of County Commissioners at which this Agreement was to be considered for approval.

SECTION IX. Miscellaneous.

1. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns. Any such modification or amendment shall not be effective until recorded in the Public Records of Orange County, Florida.

2. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

3. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.

4. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

5. Each party to this Agreement shall bear its own attorney fees and costs in connection with this Agreement and / or in connection with any action undertaken in compliance with, or relating to, this Agreement.

SECTION X. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION XI. This Agreement shall become effective upon its execution by the second of the two parties hereto and such date shall be inserted on the first page of this Agreement. Thereafter the City Clerk is directed to file a certified copy of this Agreement and associated attachments with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

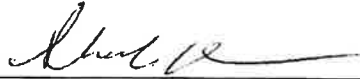
SECTION XII. Following its execution by the City and the County, a copy of this Agreement shall be recorded and thereafter provided by U.S. mail to all owners of the real property identified in Attachment "A" whose names and addresses are known by reference to the latest published ad valorem tax records of the Orange County Property Appraiser.

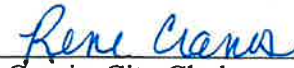
IN WITNESS WHEREOF, the City and County have executed this Interlocal Agreement for Annexation of the Stonehurst Road Enclave on the dates inscribed below.

[Remainder of page left intentionally blank.]

"CITY"

**CITY OF WINTER PARK, a Florida
municipal corporation**

By: 
Sheila DeCiccio, Mayor

Attest: 
Rene Cranis, City Clerk

Executed on:

(SEAL)

**FOR USE AND RELIANCE ONLY BY
THE CITY OF WINTER PARK, FLORIDA.
APPROVED AS TO FORM AN
LEGALITY this 7th day of April, 2025**

**APPROVED BY THE CITY
COMMISSION AT A MEETING
HELD ON March 26, 2025**

By: 
Signed by:
City Attorney



"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: April 22, 2025

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *David Rooney*
Deputy Clerk

Print Name: David Rooney

ATTACHMENT “A”

LEGAL DESCRIPTION OF ANNEXED LANDS

Lot 1, Lots 4 through 7, Lots 9 through 11, Lots 13 through 16 and Lot 19, per the plat of Stonehurst Estates as recorded in Plat Book “U”, Page 9 of the Public Records of Orange County, Florida. Also identified as:

Lot 1	443 E. Kings Way	17-22-30-8324-00-010
Lot 4	1811 Stonehurst Road	17-22-30-8324-00-040
Lot 5	1815 Stonehurst Road	17-22-30-8324-00-050
Lot 6	1819 Stonehurst Road	17-22-30-8324-00-060
Lot 7	1907 Stonehurst Road	17-22-30-8324-00-070
Lot 9	1915 Stonehurst Road	17-22-30-8324-00-090
Lot 10	1919 Stonehurst Road	17-22-30-8324-00-100
Lot 11	1923 Stonehurst Road	17-22-30-8324-00-110
Lot 13	1918 Stonehurst Road	17-22-30-8324-00-130
Lot 14	1914 Stonehurst Road	17-22-30-8324-00-140
Lot 15	1910 Stonehurst Road	17-22-30-8324-00-150
Lot 16	1906 Stonehurst Road	17-22-30-8324-00-160
Lot 19	1808 Stonehurst Road	17-22-30-8324-00-193

ATTACHMENT "B"
MAP OF ANNEXED LANDS

