



City Commission Regular Meeting

Agenda

March 23, 2022 @ 3:30 pm

City Hall - Commission Chambers
401 S. Park Avenue

welcome

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assistance & appeals

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"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.

Reception for newly-elected Commissioners will be held in the Chapman Room from 2:30 p.m. to 3:15 p.m.

1. Meeting Called to Order

2. Invocation

- a. [Pastor Bruce Mayhew, Gateway Church](#) 1 minute

Pledge of Allegiance

3. Oaths of Office

4. Selection of Vice-Mayor

5. Approval of Agenda

6. Mayor Report

7. City Manager Report

8. City Attorney Report

9. Non-Action Items

10. Public Comments | 5 p.m. or soon thereafter

(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)

(Three minutes are allowed for each speaker)

11. Consent Agenda

- a. [Approve the minutes of the regular meeting, March 9, 2022.](#) 1 minute

- b. [Approve the following contract:](#) 1 minute

1. Hach Company - SS22-35 - Laboratory Products; For additional purchases on an as needed basis; Amount: \$60,000

- c. [Approve the following piggyback contracts:](#) 1 minute

1. Leading Edge Aerial Technologies, Inc. - Seminole County Contract #RFP-604065-21/LNF - Unmanned Aircraft System (UAS) Aerial Applications Support; For services on an as-needed basis during the term of the Agreement, contract term through April 29, 2024; Amount: \$100,000
2. D. H. Pace Company, Inc. - City of Orlando Contract #IFB20-

0207 - Maintenance and Repairs of Overhead Roll-Up Doors;
For services on an as needed basis during the term of the
Agreement, contract term through July 14, 2023; Amount:
\$100,000

12. Action Items Requiring Discussion

- | | | |
|----|---|------------|
| a. | Memorandum of Understanding with Winter Park Land Trust to engage a grant writer for park acquisitions and park improvements. | 10 minutes |
|----|---|------------|

13. Public Hearings

- | | | |
|----|--|------------|
| a. | Request of NIL Build LLC for approval to subdivide the property located at 810 N. Lakemont Avenue, zoned R-1A, into two buildable single-family home lots. | 10 minutes |
| b. | Request of Raymond Horal for: Conditional Use Approval to waive the separation distance requirement of 300 feet from a residential property, in conjunction with retail liquor sales at 834 N. Orange Avenue, zoned C-3. | 10 minutes |
| c. | Requests of Winter Park Christian Church and Creative Neighbors LLC. | 30 minutes |

Tabled from March 9, 2022 at applicant's request.

- Winter Park Christian Church: Conditional Use approval to build a new replacement church facility on the 1.25 acres of the Lakemont frontage at 740/760 N. Lakemont Avenue, zoned R-1A;
 - Creative Neighbors LLC:
 - Ordinance amending the Comprehensive Plan Future Land Use Map; from Institutional to Single Family Residential on the rear 5.25 acres. (1st Reading)
 - Ordinance amending the Zoning Map to change from Single-Family (R-1A) zoning to Planned Unit Residential District (PURD) zoning. (1st Reading)
 - Approval of Preliminary Concept Plan for the Planned Unit Residential District zoning and to provide subdivision plat approval to divide the east/rear 5.25 acres of 740/760 N. Lakemont Avenue to provide for 13 single-family home lots and 12 townhouses lots, common area park and retention tracts.
- | | | |
|----|--|----------|
| d. | Requests of Winter Park Town Center Ltd. (Winter Park Village).
Continued from February 23, 2022 at applicant's request.
Applicant has requested continuance to April 13, 2022 | 1 minute |
|----|--|----------|

- Conditional Use approval to construct a central architectural tower at a height of 63 feet, which requires a variance of 8 feet above the 55 feet (Regal Cinemas at Winter Park Village).
 - Conditional Use approval for the installation of three electronic signs on the front façade of Regal Cinemas which require variances for oversized wall signs and for sign type not permitted.
- e. [Request of Z Properties for:](#) 30 minutes
- Ordinance authorizing the conveyance of a stormwater pond drainage easement (2nd reading); and
 - Approval to grant an easement to enlarge and maintain the city-owned retention pond located behind 341 N. Pennsylvania Avenue and to route stormwater retention from previously approved office building located at 301 N. Pennsylvania Avenue to the city-owned retention area.
- f. [Ordinance: Establishing the Winter Pines Golf Course Advisory Board. \(2nd reading\)](#) 5 minutes
- g. [Ordinance authorizing the issuance of not to exceed \\$8,000,000 Capital Improvement Revenue Bond, Series 2022 to finance the acquisition, rehabilitation and equipping of the Winter Pines Golf Club \(2nd reading\)](#) 5 minutes
- h. [Resolution authorizing the issuance of the City's Capital Improvement Bond, Series 2022 not to exceed \\$8,000,000 to finance the acquisition, rehabilitation and equipping of the Winter Pines Golf Club](#) 10 minutes

14. City Commission Reports

15. Summary of Meeting Actions

16. Adjournment



City Commission

agenda item

item type Invocation	meeting date March 23, 2022
prepared by Kim Breland	approved by
board approval	
strategic objective	

subject

Pastor Bruce Mayhew, Gateway Church

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type	Consent Agenda	meeting date	March 23, 2022
prepared by	Rene Cranis	approved by	Michelle del Valle
board approval	Completed		
strategic objective			

subject

Approve the minutes of the regular meeting, March 9, 2022.

motion / recommendation

Approve.

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CC-min-2022-03-09.pdf](#)



City Commission Regular Meeting Minutes

March 9, 2022 at 3:30 p.m.

City Hall, Commission Chambers
401 S. Park Avenue | Winter Park, Florida

Present

Mayor Phil Anderson; Commissioners Marty Sullivan, Sheila DeCiccio, Carolyn Cooper and Todd Weaver; City Manager Randy Knight; City Attorney Kurt Ardaman; City Clerk Rene Cranis.

1) Meeting Called to Order

Mayor Anderson called the meeting to order at 3:31 p.m.

2) Invocation

Reverend Shawn Garvey, First Congregational Church of Winter Park, provided the invocation followed by the Pledge of Allegiance.

4) Mayor Report

Mayor Anderson recognized Commissioner Cooper for her 12 years on the Commission. Mayor Anderson commented on the thoroughness of the canvassing board process and the Supervisor of Elections staff. He thanked the voters for the high voter turnout and the candidates for their willingness to serve in the community and introduced Commissioner-elect Kris Cruzada.

3) Approval of Agenda

Mayor Anderson suggested including in Item 7a, Emergency Utility Assistance Program, a discussion of the impact of the global climate and other events on the electric utility.

Motion made by Commissioner Sullivan to approve the agenda with the change; seconded by Commissioner DeCiccio. Motion carried unanimously with a 5-0 vote.

5) City Manager Report

a. Meet Your Department: Water and Wastewater

David Zusi, Director of Water and Wastewater, gave an overview and showed a video of the department's responsibilities for construction, maintenance and service of utilities infrastructure. He responded to questions on regulations, supply chain and costs, and on the difficulties accessing the Summerland Drive lift station.

b. Presentation of ICMA Service Award to Michelle del Valle

Mr. Knight presented Assistant City Manager Michelle del Valle with ICMA's Service Award in recognition of her 30 years of service in local government. Ms. del Valle expressed her appreciation for the recognition and spoke about her experience in local government.

c. City Manager's Report

Mr. Knight congratulated Commissioner Weaver on his re-election and Kris Cruzada on his election as Commissioner and thanked Commissioner Cooper for her service.

6) City Attorney Report

Mr. Ardaman provided an update on the litigation in the City of Pensacola case relating denial of a permit to remove a dangerous tree.

a. Declaration of Restrictive Covenant - West Meadow

Mr. Ardaman stated that based on previous discussion, the Declaration (DRC) has been revised adding language at the end of Section 1 "subject to compliance with all applicable Codes and Ordinances." He read the language from Ordinance 2470 (adopted in 2002) that requires voter approval of any building or structure in or adjacent to Central Park except for any open park or garden structure such as trellises, fountains, pergolas, gazebos, pavilions or modifications or enhancements to existing structures. He stated that if the Commission's intent is to allow restrooms to be constructed without voter approval, the DRC could be adopted with the added language in Section 1 with the understanding that the city must comply with the ordinance, which could be amended at a later date.

Mayor Anderson asked about the exclusion of Carolina Avenue from the boundaries. Mr. Knight stated that the right-of-way is used for access to the Post Office parking lot. Mr. Ardaman added that the ordinance covers a larger area than the DRC which only covers the West Meadow.

Commissioner Cooper said she feels this is an issue of heritage and stressed the need to respect the objectives and work of residents and prior commissions to protect Central Park through design, location and impact of any enclosed structures. She said she is in favor of restrooms at the train station or Welcome Center, not in the park.

Commissioner DeCiccio said she has received requests from residents for restrooms, which she feels are needed for evening and weekend events; however, it needs to be in the appropriate location and mirror the architecture of the rain station and new stage. She opposed a restriction that requires voter approval for restrooms.

A recess was held from 4:34 to 4:43 p.m.

Commissioner Weaver agreed that restrooms are needed in Central Park but questioned the active use of the West Meadow when the Farmers Market moves back to the Farmers Market. He spoke about the cost of construction of a permanent restroom and suggested as an alternative that the city purchase an air-conditioned restroom trailer at an approximate cost of \$80k and opened when needed. It would require a slab, an ADA ramp, potable water and capped sewer and electricity for AC. Landscaping and a canopy could be installed to improve aesthetics.

Mayor Anderson suggested moving forward with the DRC and then discuss amending the ordinance to allow restrooms as a permanent structure without voter approval. He supported Commissioner Weaver's solution as a temporary measure.

Mr. Ardaman explained that if the DRC is adopted with the additional language, "subject to compliance with all applicable Codes and Ordinances", voter approval would be required for restrooms and the condition would apply to ordinances in effect at time of approval of DRC. One alternative, if the intent is not to require voter approval for restrooms, is to adopt the DRC without the added language by an ordinance which states that the DRC controls over any conflicting ordinance or code, which removes the requirement of voter approval.

Commissioner DeCiccio said she could not support the DRC with any language that requires voter approval for restrooms.

Mayor Anderson suggested adding "as amended" at the end of the additional language and the 2002 ordinance would apply unless the ordinance is modified.

Commissioner Cooper opposed the DRC that allows a restroom when the ordinance clearly allows only open structures. She said this not about restrooms but is about any closed building in Central Park. She supported Commissioner Weaver's proposal and expansion of the train station for restrooms with voter approval.

Commissioner DeCiccio restated her opposition to a DRC with language that does not allow restrooms. She stated that the DRC does not include the train station, so restrooms could be added.

Discussion was held on the area covered by the DRC (West Meadow) and the ordinance and structures that require voter approval under the ordinances.

Motion made by Mayor Anderson to approve the revised version of Declaration of Restrictive Covenant with the added phrase at the end of Section 1 "subject to compliance with all applicable Codes and Ordinances as such may be amended"; seconded by Commissioner Sullivan.

Discussion followed on the language and intent. Mr. Ardaman clarified that adopting the DRC with the additional language would establish the restrictions in the West

Meadow and the existing ordinances would still apply; however, an ordinance could be adopted in the future changing the requirements for voter approval.

Commissioner Cooper suggested deleting the last sentence in Section 1 beginning "To support and accommodate..." which removes language that states the ordinances apply and language that would allow certain structures.

Motion made by Commissioner Cooper to amend the DRC striking the last sentence of Section 1 beginning "To support and accommodate such authorized purposes... all applicable Codes and Ordinances"; seconded by Commissioner Weaver.

Donna Colado, 327 Beloit Avenue, spoke in favor of maintaining the voter approval requirement and opposed the long-term addition of mobile restrooms.

Sally Flynn, 1400 Highland Road, opposed removing the voter approval requirement for permanent structures.

Upon a roll call vote on the amendment, Commissioners Sullivan, Cooper and Weaver voted yes. Commissioner DeCiccio and Mayor Anderson voted no. Motion carried with a 3-2 vote.

Upon a roll call vote on the main motion as amended, Commissioners Sullivan, Cooper and Weaver and Mayor Anderson voted yes. Commissioner DeCiccio voted no. Motion carried with a 4-1 vote.

Mayor Anderson asked staff to provide an update on the design review. Discussion was held on the restroom facilities, design and location (close to RR, convenience for Farmers Market and Central Park events.)

8) Public Comments | 5 p.m. or soon thereafter

7) Non-Action Items

- a. Emergency Utility Assistance Program managed by Heart of Florida United Way (HFUW)

Mayor Anderson addressed current events and suggested deferring the proposed electric rate increase for three to four months until a joint meeting with UAB to evaluate how to fund continued undergrounding of residential service lines in the long-term.

Dan D'Alessandro, Director of Electric Utility, spoke about the delays and rising cost of equipment which may slow down undergrounding. He responded to questions providing details on current inventory and impact on scheduled completion of the project. He advised that current fuel cost recovery rate will be available next. Mr. Knight added that the rate stabilization fund will last approximately four months and a consultant is studying the impact to the fund due to rising costs.

Staff responded to questions regarding the availability of the federal transportation grant funds and funding of electric utility costs.

Mayor Anderson suggested scheduling discussions in the next three months, one without and one with the Utilities Advisory Board, before deciding on a potential rate increase.

Motion made by Mayor Anderson to suspend the rate increase for at least 90 days from April 1st; seconded by Commissioner Cooper.

Michael Poole, Chairman of UAB, supported the concept of delaying the rate increase because the UAB is doing a cost of service study. He spoke about the financial stability of the electric utility and suggested delaying the increase for 120 days to allow time for completion of the study and for work sessions.

Motion carried unanimously with a 5-0 vote.

Mayor Anderson stated the emergency utility assistance program through the Heart of Florida United Way (HFUW) has a cap of \$650/household and proposed increasing the cap to the lowest 10% or 25% of cost.

Wes Hamil, Finance Director, explained that OUC and Duke are part of the HFUW program with similar requirements; however, the city can change the requirements to be less stringent on requiring proof of hardship. He noted that denial of support is typically because applicants are not Winter Park customers. He noted that between 5-10 customers receive assistance each month with average assistance of \$330. He noted that the program balance is approximately \$55k. He outlined the financial hardship criteria and said that customers are guided toward federally funded programs where they would receive higher level of support. Mayor Anderson requested that this be brought back to the commission if additional funding is needed for this program.

9) Consent Agenda

- a. Approval of the minutes of the regular meeting, February 23, 2022
- b. Approval of the minutes of the work session, February 24, 2022
- c. Approve the following piggyback contracts:
 1. Atlantic Pipe Services, LLC - St. John's County Contract #21-MCC-ATL-13188 - Pipe and Manhole Lining, Renewal & Rehabilitation; for services on an as-needed basis during the term of the Agreement, contract term through February 24, 2023; Amount: \$500,000
 2. Cubix, Inc. - Orange County Contract #Y19-1018 – SaniGlaze Services; for services on an as-needed basis during the term of the Agreement, contract term through March 7, 2023; Amount: \$350,000

3. Stuart C. Irby Co. - OUC Contract #46700Q – Padmount Switchgears; for goods on an as-needed basis for the remainder of the Agreement, contract term through January 1, 2025; Amount: \$450,000
- d. Approve the following contract:
 1. Trane Company - FY17-46 - Chiller/HVAC Maintenance for services on an as needed basis; Amount: \$350,000

Motion made by Commissioner Cooper to approve the Consent Agenda; seconded by Commissioner Weaver. There were no public comments. **Motion carried unanimously with a 5-0 vote.**

10) Action Items Requiring Discussion

- a. City Manager Evaluation

Mayor Anderson said the purpose of this is to bring forward any items that may need to be discussed in public forum and to consider a pay increase. He applauded Mr. Knight for his management and leadership during trying times and noted improvements in areas that needed some attention.

Commissioner DeCiccio said she feels the city is in excellent condition under Mr. Knight's leadership in the past year, specifically during the pandemic. She noted that Mr. Knight's last salary increase was 3% in 2018 having received bonuses in 2019 and 2020.

Motion made by Commissioner DeCiccio to award a salary increase of 3.5%; seconded by Commissioner Sullivan.

Commissioner Sullivan explained that his scores were lower because he felt it was important to bring awareness to any areas that need to be addressed. He said he looks forward to continue working with Mr. Knight.

There were no public comments.

Motion carried unanimously with a 5-0 vote.

A recess was held from 6:09 to 6:16 p.m.

11) Public Hearings

- a. RESOLUTION 2259-22 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA SUPPORTING THE PLACEMENT OF A ONE PERCENT (1%) TRANSPORTATION SURTAX REFERENDUM ON THE NOVEMBER 8, 2022 COUNTYWIDE BALLOT FOR CONSIDERATION BY THE VOTERS OF ORANGE COUNTY, FLORIDA

Attorney Ardaman read the resolution by title.

Mayor Anderson said that this resolution only supports the County's efforts to place this referendum on the ballot. He explained the importance of this to the City, which will provide a dedicated funding source to take over annual cost of Sunrail and under a shared arrangement would provide about \$3.5M for transportation improvements.

Mr. Knight added that this referendum also commits to expanding Sunrail to weekends. He stated that Orange County cities will share 10% based on each city's population and that, if approved, this could potentially lower the city's transportation impact fee due to calculation of need.

Commissioner Weaver pointed out that 51% of this will be paid by non-residents, that there are limitations on the max paid on large purchases and that this will benefit lower income workers with the expansion of Lynx services.

Commissioner Sullivan said expansion of Sunrail will take vehicles off the road and will provide funds for multi-modal transportation and expansion of Lynx services to better serve those that rely on public transportation.

Motion made by Mayor Anderson to approve the resolution; seconded by Commissioner Cooper. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

- b. Requests of Winter Park Christian Church and Creative Neighbors LLC.

Tabled to March 9th at applicant's request. Applicant has requested continuance to March 23rd.

- Winter Park Christian Church: Conditional Use approval to build a new replacement church facility on the 1.25 acres of the Lakemont frontage at 740/760 N. Lakemont Avenue, zoned R-1A;
- Creative Neighbors LLC:
 - Ordinance amending the Comprehensive Plan Future Land Use Map; from Institutional to Single Family Residential on the rear 5.25 acres. (1st Reading)
 - Ordinance amending the Zoning Map to change from Single-Family (R-1 A) zoning to Planned Unit Residential District (PURD) zoning. (1st Reading)
 - Approval of Preliminary Concept Plan for the Planned Unit Residential District zoning and to provide subdivision plat approval to divide the east/rear 5.25 acres of 740/760 N. Lakemont Avenue to provide for 13 single-family home lots and 12 townhouses lots, common area park and retention tracts.

Attorney Ardaman read the ordinances by title.

Motion made by Commissioner Weaver to continue these requests to March 23, 2022; seconded by Commissioner DeCiccio. Upon a roll call vote, Commissioners Sullivan, DeCiccio and Weaver and Mayor Anderson voted yes. Commissioner Cooper voted no. Motion carried with a 4-1 vote.

- c. Ordinance: Establishing the Winter Pines Golf Course Advisory Board. (1st reading)
- d. Ordinance authorizing the issuance of not to exceed \$8,000,000 Capital Improvement Revenue Bond, Series 2022 to finance the acquisition, rehabilitation and equipping of the Winter Pines Golf Club (1st reading)

A simultaneous public hearing was held on these ordinances. Attorney Ardaman read the ordinances by title.

Motion made by Commissioner Weaver to approve the ordinance establishing the Winter Pines Golf Course Advisory Board; seconded by Commissioner DeCiccio.

Mr. Knight noted that appointments to this board will be made at the next meeting.

There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.**

Mr. Knight gave an update on negotiations which are moving forward smoothly with due diligence process; however, the contract price may be reduced due to removal the golf carts, which were ordered but will not likely be received prior to closing. He added that a resolution that outlines details the bonds to be issued will be on the next agenda.

Mr. Ardaman explained that this is a bond issue to purchase parkland, not a general revenue bond issue, and as a result does not require voter approval.

Commissioner Weaver noted that the ordinance includes cost for purchase and rehabilitation and asked for staff's intent for rehabilitation. Mr. Knight explained that the bond issue is \$600k over the purchase price to provide funding to upgrade equipment and for improvements that may be needed based on inspections.

Jason Seeley, Director of Parks and Recreation, stated that although a thorough inspection has not been completed, irrigation may need to be updated. He said the course is functioning but may need repairs.

Mayor Anderson asked to be provided with the debt service sensitivity report.

Motion made by Mayor Anderson to approve the ordinance on first reading; seconded by Commissioner Weaver. There were no public comments. Upon a roll call vote, Commissioner Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

e. Request of Z Properties for:

Applicant has requested a continuance to comply with conditions set forth by the commission at first reading.

- Ordinance authorizing the conveyance of a stormwater pond drainage easement (2nd reading); and
- Approval to grant an easement to enlarge and maintain the city-owned retention pond located behind 341 N. Pennsylvania Avenue and to route stormwater retention from previously approved office building located at 301 N. Pennsylvania Avenue to the city-owned retention area.

Attorney Ardaman read the ordinance by title.

Mayor Anderson said that he visited the site again and met with an area resident and has concerns that this may be better for developer but is struggling why this is good for the residents.

Commissioner Cooper asked that staff look at the parcel map that she submitted and confirm whether retention is going to be doubled and share the map with the Commission.

Motion made by Mayor Anderson to continue these requests to March 23, 2022; seconded by Commissioner DeCiccio. Motion carried unanimously with a 5-0 vote.

12) City Commission Reports

Commissioner Sullivan -

- Asked for a work session to discuss affordable housing and HUD properties in terms of providing proper services, needed repairs that he has been made aware of, transportation and how the city is serving Winter Park residents. Commissioner DeCiccio suggested including the Housing Authority. Mayor Anderson suggested having the Commission priorities work session which may include discussion of affordable housing. Approved by consensus.

Commissioner DeCiccio -

- Thanked Commissioner Cooper for her service.
- Suggested that next year the city-sponsored State of the City event be held before the Chamber event and present employee of the year awards at the city event. Consensus was to place on the agenda for the first meeting in April, due to the full agenda for March 23.
- Said she has met with non-quasi-judicial board members and feels those boards need direction. Mr. Knight advised that staff is working with boards on strategic plans. Consensus was to put on the first April meeting agenda for discussion.

- Presented a resident suggestion to add workout stations along the walkways at Progress Point which could be paid for by Orlando Health. Mr. Seeley said he is aware of the request and will be part of design discussions and presented to the commission.
- Commented on parking issues at the Events Center which she feels needs to a top priority. Mayor Anderson suggested reserving spaces Library patrons and discussion followed on parking options and parking options. Staff will bring back recommendations.

Commissioner Cooper -

- Expressed her appreciation for working with commission and thanked the city for the dedication of the park bench. She read a quote Clara B. Ward from 1925 about keeping spirit of the city alive. She thanked former Mayor David Strong for his efforts to protect Winter Park when Carlisle project was before the commission and urged the commission continue efforts to purchase post office. She read the words of Hamilton Holt in the 1900's about drawing a line in the sand around Winter Park.

Commissioner Weaver -

- Expressed his admiration for Commissioner Cooper's strong stand on issues.
- Offered his assistance on Tiki lift station.
- Said he saw persons sitting on the sidewalk on Denning waiting for a bus and suggested that a bench be installed at the bus stop.
- Suggested that the city consider purchasing the Patmos Chapel property and rezone it for workforce housing for smaller houses and either sell lots to builders or donate to WP Land Trust or Habitat for Humanity.

Mayor Anderson suggested looking at different approaches for affordable housing and that the work session on affordable housing and include representatives from the Housing Authority and the Land Trust.

Commissioner Sullivan said strategic direction is needed in terms how the city addresses affordable workforce housing.

Commissioner Cooper advised the commission to carefully consider options relative to where it is placed which could include properties outside city boundaries.

- Thanked the voters for his re-election and passing the Charter amendments.

Mayor Anderson -

- Suggested that the work session on Commission priorities be scheduled as quickly as possible and then schedule the affordable housing work session. Approved by consensus.

13) Summary of Meeting Actions

- Approved Declaration of Restrictive Covenant as amended.
- Bring back design for pavilion and restroom.
- Bring back plan for using mobile restroom trailer in a more permanent setting.
- Suspended the electric rate increase for 90 days from April 1st to evaluate impact from current events and supply chain issues and for a joint work session with UAB.
- Approved the Consent Agenda.
- Approved pay increase for City Manager.
- Approved resolution supporting transportation tax on November ballot.
- Approved ordinance establishing Winter Pines Golf Course Advisory Board.
- Approved ordinance authorizing golf course bond issue, not to exceed \$8M.
- Distribute sensitivity analysis on the golf course to the Commission.
- Continued requests from Winter Park Christian Church and Z properties and verify and distribute stormwater map presented by Commissioner Cooper in the 3/9 meeting.
- Schedule work session for affordable and workhouse housing and commission priorities.
- Place discussion of State of the City event changes on upcoming agenda.
- Bring back recommendations non-quasi boards for direction.
- Bring back parking options for Events Center.

14) Adjournment

The meeting was adjourned at 7:27 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date March 23, 2022
prepared by Michael Hall	approved by Jennifer Maier, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

Approve the following contract:

item list

1. Hach Company - SS22-35 - Laboratory Products; For additional purchases on an as needed basis; Amount: \$60,000

motion / recommendation

Commission approve item as presented.

background

1. A sole source was advertised for this contract.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budget.



City Commission **agenda item**

item type Consent Agenda	meeting date March 23, 2022
prepared by Michael Hall	approved by Jennifer Maier, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

Approve the following piggyback contracts:

item list

1. Leading Edge Aerial Technologies, Inc. - Seminole County Contract #RFP-604065-21/LNF - Unmanned Aircraft System (UAS) Aerial Applications Support; For services on an as-needed basis during the term of the Agreement, contract term through April 29, 2024; Amount: \$100,000
2. D. H. Pace Company, Inc. - City of Orlando Contract #IFB20-0207 - Maintenance and Repairs of Overhead Roll-Up Doors; For services on an as needed basis during the term of the Agreement, contract term through July 14, 2023; Amount: \$100,000

motion / recommendation

Commission approve item as presented and authorize the Mayor to execute the Agreements.

background

1-2: A formal solicitation process was conducted by the originating agency to award these contracts.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budget.



City Commission **agenda item**

item type Action Items Requiring Discussion	meeting date March 23, 2022
prepared by Randy Knight	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Memorandum of Understanding with Winter Park Land Trust to engage a grant writer for park acquisitions and park improvements.

motion / recommendation

Approve the Memorandum of Understanding (MOU).

background

The City Commission directed staff to work with the Winter Park Land Trust to engage a grant writer for the purpose of seeking grants for park acquisition and park improvements. The attached MOU is proposed as a mechanism for facilitating this process.

Under the terms of the MOU, the City and Land Trust will work together to agree on the selection of the grant writer, share in the cost of the grant writer (50/50) up to a combined annual cost of \$60,000, and both parties must agree on any grant that will be pursued.

alternatives / other considerations

The alternative would be for each organization to pursue its own grant opportunities.

fiscal impact

Not to exceed \$30,000 annually from the city.

ATTACHMENTS:

[Memorandum_of_Understanding_City_and_Land_Trust final.pdf](#)

MEMORANDUM OF UNDERSTANDING

THIS **MEMORANDUM OF UNDERSTANDING** ("MOU") is made and entered into this ____ day of March, 2022 by and between the **CITY OF WINTER PARK**, a Florida municipal corporation (hereafter the "City") and the **WINTER PARK LAND TRUST**, a non-profit corporation authorized to do business under the laws of the State of Florida (hereafter "Land Trust").

RECITALS

WHEREAS, the City and the Land Trust have a common core value that sufficient well desired park space and park connectivity are essential to ensure our City remains as one of the most desirable residential communities in America, and

WHEREAS, the Land Trust was formed to support the City in increasing and improving greenspace opportunities for the community, and

WHEREAS, the City and the Land Trust desire to work together to pursue grant opportunities to acquire and improve passive greenspace and green walkways, running paths and bikeways to connect parks throughout Winter Park.

NOW THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and are material provisions of this MOU.

SECTION 2. COOPERATION.

A. The City and Land Trust agree to use reasonable efforts to jointly hire or contract with a grant writer (hereafter the Grant Writer) for the purpose of pursuing grant opportunities that support the mission of acquiring and improving greenspace and greenspace connections as described in the recitals; provided, however, neither party is required to hire a Grant Writer as an employee and if the costs associated with the Grant Writer employment or contract exceed a total of Sixty Thousand Dollars (\$60,000.00) annually, refusal by either party to hire or contract with that Grant Writer shall be deemed reasonable.

B. The City and Land Trust agree to split the costs of the Grant Writer evenly (50%/50%) between the two parties. Both parties must agree on the Grant Writer selected, the scope of services to be provided by the Grant Writer, and the terms of the agreement with the Grant Writer.

C. The City and the Land Trust will work together to identify a list of properties they both agree would be worthy of adding to the greenspace in the City or improving such greenspace to enhance public use and enjoyment or connecting park areas with walkways and bikepaths. This list will be the basis for the Grant Writer to research grant opportunities.

D. Before the Grant Writer applies for any grant, the Grant Writer must first obtain approval from both the City Manager of the City and the Chair of the Land Trust.

E. The acceptance of any grant awarded must be approved by both the City Commission of the City and the Executive Board of the Land Trust prior to execution of any grant agreement.

SECTION 3. TERM. This MOU will become effective immediately upon approval by both parties and will continue until terminated by either party in accordance with Section 4 below.

SECTION 4. TERMINATION. This MOU may be terminated at any time, with or without cause, with 30 days written notice by either party to the other party; provided any outstanding obligations to the Grant Writer and obligations under grants or pending grants as of the date of termination shall not be affected by the termination of this MOU.

SECTION 5. NOTICES. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand delivered to the official hereinafter designated, (2) via overnight delivery , or (3) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

CITY:	Randy Knight City Manager City of Winter Park 401 Park Ave., South Winter Park, FL 32789 407-599-3235
-------	--

Copy to:	Rene Cranis City Clerk 401 Park Ave., South Winter Park, FL 32789 407-599-3447
----------	--

Land Trust:

Steve Goldman

Copy to:

SECTION 6. SEVERABILITY. In the event that any provision of this MOU shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of this MOU or take such other appropriate actions as shall, to the maximum extent practicable in the light of such determination implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this MOU, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

SECTION 7. Unless this MOU expressly provides for actions or decisions by the City Manager, such other actions and decisions of the City requires City Commission approval.

SECTION 8. INTEGRATED MOU. This MOU constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding as of the date first above written.

Signed, sealed and delivered
in the presence of:

CITY OF WINTER PARK, FLORIDA

ATTEST:

By: _____
City Clerk

By: _____
Phillip Anderson, Mayor

Winter Park Land Trust

Print Name: _____

By: _____
Steve Goldman

Print Name: _____

Date: _____

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day
of _____, 2022 by _____, Winter Park Land
Trust, known to me to be the person described herein and who executed the
foregoing.

Signature of Notary Public

AFFIX NOTARY STAMP

Print Notary Name
My Commission Expires: _____
Commission No.: _____

☐ Personally known, or
☐ Produced Identification
Type of Identification Produced



City Commission **agenda item**

item type Public Hearings	meeting date March 23, 2022
prepared by John Harbilas	approved by John Harbilas, Jeffrey Briggs, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Request of NIL Build LLC for approval to subdivide the property located at 810 N. Lakemont Avenue, zoned R-1A, into two buildable single-family home lots.

motion / recommendation

The Planning & Zoning Board voted 7-0 to approve the request as recommended and presented by staff.

background

NIL Build LLC has a vacant lot along the east side of N Lakemont Avenue and is requesting lot split approval with the intention to develop two individual single-family homes. The Zoning is single-family residential (R-1A). The lot is currently undeveloped. The lots are proposed to be split, using a flag lot for shared driveway access, with 80.13 feet of lot width on Lot 1 and 98.29 feet on Lot 2. These lot widths exceed the minimum 75 foot lot, width requirement for their R-1A zoning. The respective lots sizes would be 8,591 square feet and 11,547 square feet, respectively.

During the City's review process of subdivisions or lot split requests, there are two criteria that are reviewed. First is the 'Zoning Test' as to conformance with the zoning criteria. The next is the 'Subdivision Code Test' which is conformance to the neighborhood character.

Zoning Test

As indicated above, the R-1A zoning requires a minimum lot size of 75 feet of lot width and 8,500 square feet of lot area. Both proposed lots meet this requirement. Additionally, the flag portion of Parcel 2 requires a minimum of 15 feet of public ROW access, and 18 feet is being provided. No variances are requested.

Lot Conformance to Subdivision Code Test

There are 40 other homes within this neighborhood and block with the same R-1A zoning (see attached map). Of those homes, eleven (97%) are conforming lots with 75 feet of width or greater. Average width is 80 feet, despite a large majority of the homes along

Windsor to the west and Yorkshire to the north being 75 feet wide. The average lot size in the immediate area is 12,547 square feet, however that is skewed by the adjacent neighbor to the south. Thus, while the lot widths proposed are comparable to the entire block, the proposed lot sizes are at the low end of spectrum, yet still meeting the minimum requirements.

Development Plans

The applicant has provided generalized plans for the type of homes that they plan to build, and general site plans for the layout of the proposed new homes. The applicants will comply with the normal single-family development standards, setbacks, etc.

Summary

The owner is looking to develop the property and contribute additional residential units to a desirable area of the City. The request meets all of the R-1A zoning requirements for lot sizes, and no variances are requested. This request also passes the Comprehensive Plan test.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[810 N Lakemont Aerial Map.pdf](#)

ATTACHMENTS:

[Final Plans 810 N Lakemont.pdf](#)

ATTACHMENTS:

[Staff Report Table.pdf](#)

ATTACHMENTS:

[Subdivision Comp Plan Policies.pdf](#)

ATTACHMENTS:

[Subdivision Test.pdf](#)

Sub #22-02 - 810 N. Lakemont Ave



810 N. LAKEMONT DRIVE



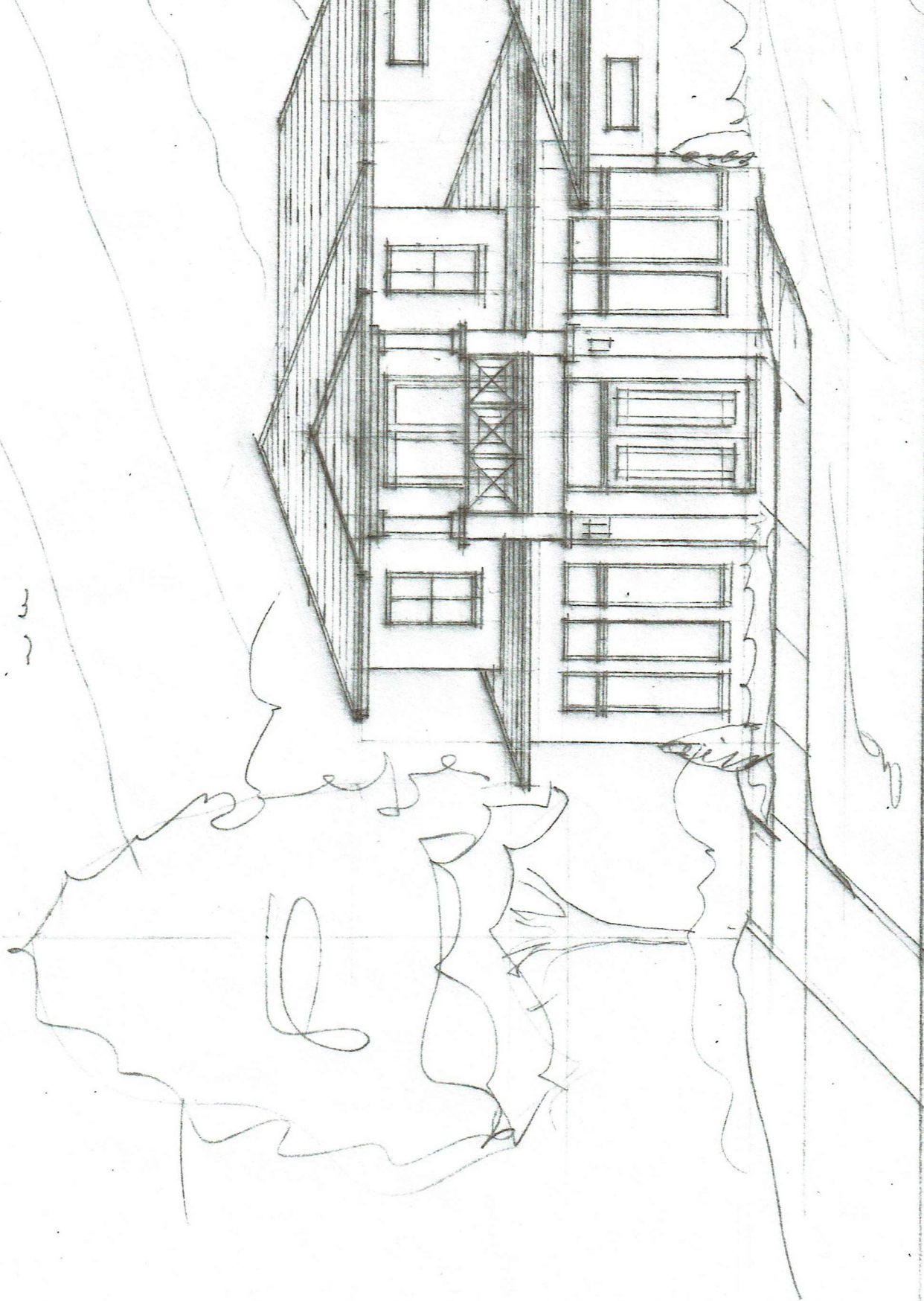
810 N. Lakemont Dr.
Winter Park, Florida

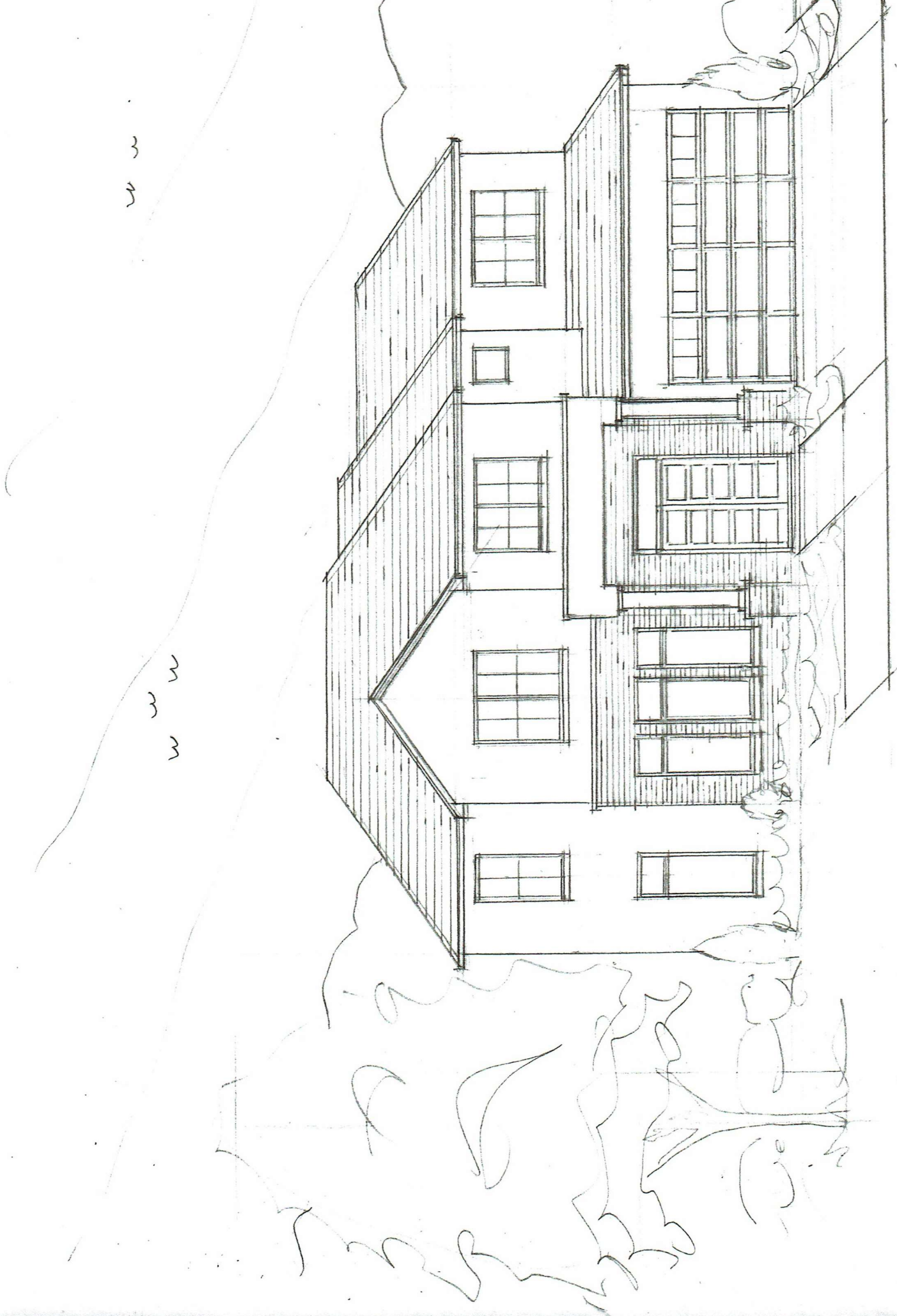
Lot 1

Lot 2

Site Data

Site Data





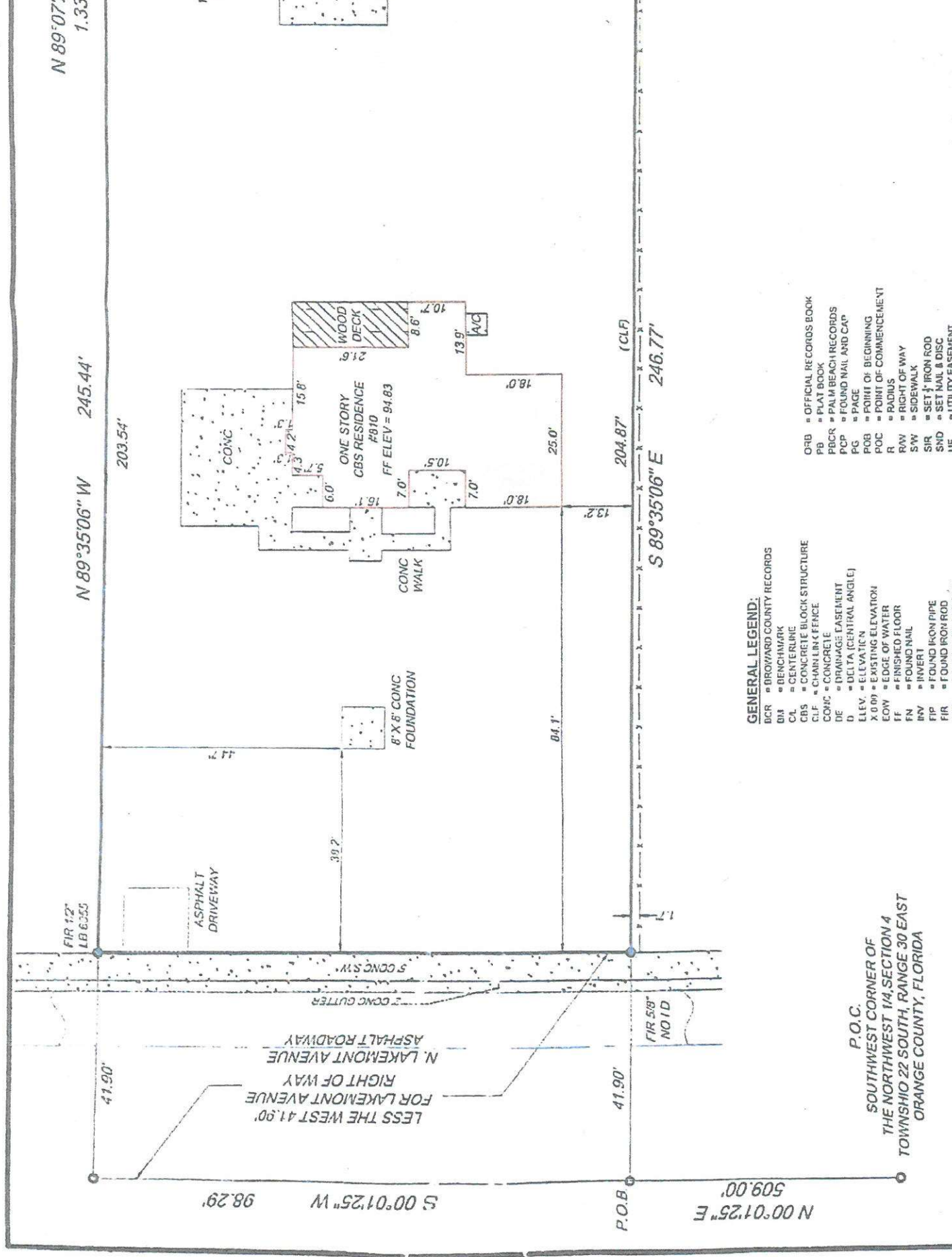
3

3

3

3

3



GENERAL LEGEND:

- DCR = DROWARD COUNTY RECORDS
- DM = DITCH MARK
- CL = CENTERLINE
- CBS = CONCRETE BLOCK STRUCTURE
- CLF = CHAIN LINK FENCE
- CONC = CONCRETE
- DE = DRAINAGE EASEMENT
- ELEV. = ELEVATION
- X 0.00 = EXISTING ELEVATION
- EW = EDGE OF WATER
- FF = FINISHED FLOOR
- FN = FOUND NAIL
- INV = INVERT
- IRV = FOUND IRON PIPE
- FIR = FOUND IRON ROD
- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PBCR = PALM BEACH RECORDS
- PCP = FOUND NAIL AND CAP
- PG = PAGE
- PGB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R = RADIUS
- ROW = RIGHT OF WAY
- S'W = SIDEWALK
- SIR = SET 1" IRON ROD
- SHD = SET NAIL & DISC
- UE = UTILITY EASEMENT

P.O.C.
SOUTHWEST CORNER OF
THE NORTHWEST 1/4 SECTION 4
TOWNSHIP 22 SOUTH, RANGE 30 EAST
ORANGE COUNTY, FLORIDA

Legal Description for 810 N Lakemont Ave

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4, SECTION 4, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE NORTH 0001'25"EAST ALONG SECTION LINE 509 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 89035'06"EAST 246.77FEET; RUN THENCE NORTH 000025" EAST 98.29FEET; RUN THENCE NORTH 89007'20"WEST 1.33FEET TO IRON PIN; RUN THENCE NORTH 89035'06"WEST TO THE WEST SECTION LINE OF SAID SECTION 4; RUN THENCE SOUTH 0001'25"WEST TO THE POINT OF BEGINNING, LESS THE RIGHT OF WAY FOR LAKEMONT AVENUE, BEING THE WEST 41.90FEET OF THE ABOVE DESCRIBED TRACT.

Boundary Survey

Legal Description :

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4, SECTION 4, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE NORTH 0°01'25" EAST ALONG SECTION LINE 527.00 FEET; THENCE RUN SOUTH 89°35'06" EAST 41.90 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH LAKEMONT AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°35'06" EAST A DISTANCE OF 107.00 FEET; THENCE RUN NORTH 0°01'25" EAST 80.30 FEET; RUN THENCE NORTH 89°35'06" WEST A DISTANCE OF 107.00' FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE RUN SOUTH 00°01'25" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 80.30 FEET TO THE POINT OF BEGINNING.

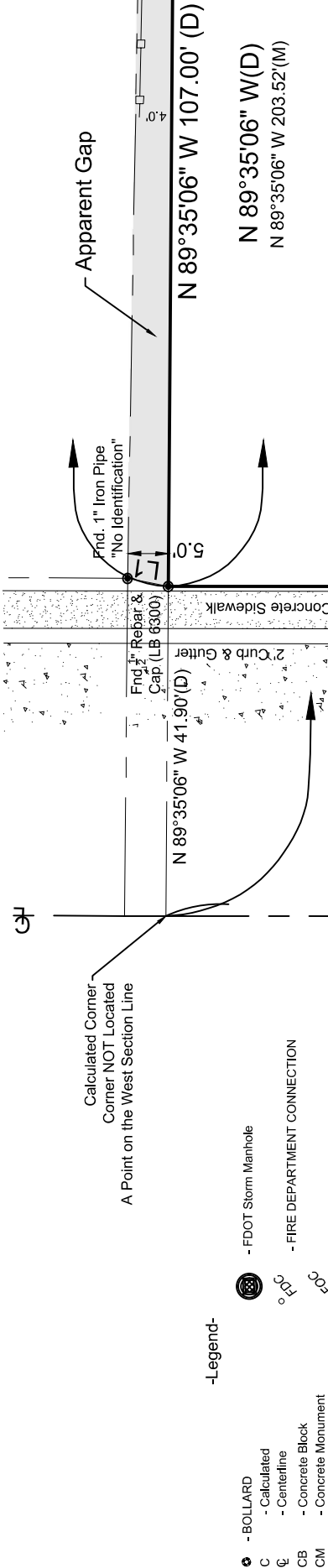
Flood Disclaimer:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN CITY OF WINTER PARK, COMMUNITY NUMBER 120188, DATED 9/25/2009.

CERTIFIED TO:
NIL BUILD LLC

Corner NOT Located
NW Corner of Lot 1, Block B
Plat of Park Manor
Plat Book T, Page 142

N 00°01'25" E 185.64'(D)
50.00'(D)

N 11°22'46" E 5.14' (M)
L1



Boundary Survey

Legal Description :

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4, SECTION 4, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE NORTH 0°01'25" EAST ALONG SECTION LINE 509.00 FEET; THENCE RUN SOUTH 89°35'06" EAST 41.90 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH LAKEMONT AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°35'06" EAST A DISTANCE OF 204.87 FEET; THENCE RUN NORTH 0°01'25" EAST 98.29 FEET; RUN THENCE NORTH 89°07'20" WEST 1.33 FEET; RUN THENCE NORTH 89°35'06" WEST A DISTANCE OF 98.25' FEET; THENCE RUN SOUTH 00°01'25" WEST A DISTANCE OF 80.30 FEET; THENCE RUN NORTH 89°35'06" WEST A DISTANCE OF 107.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE RUN SOUTH 00°01'25" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

Flood Disclaimer:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN CITY OF WINTER PARK, COMMUNITY NUMBER 120188, DATED 9/25/2009.

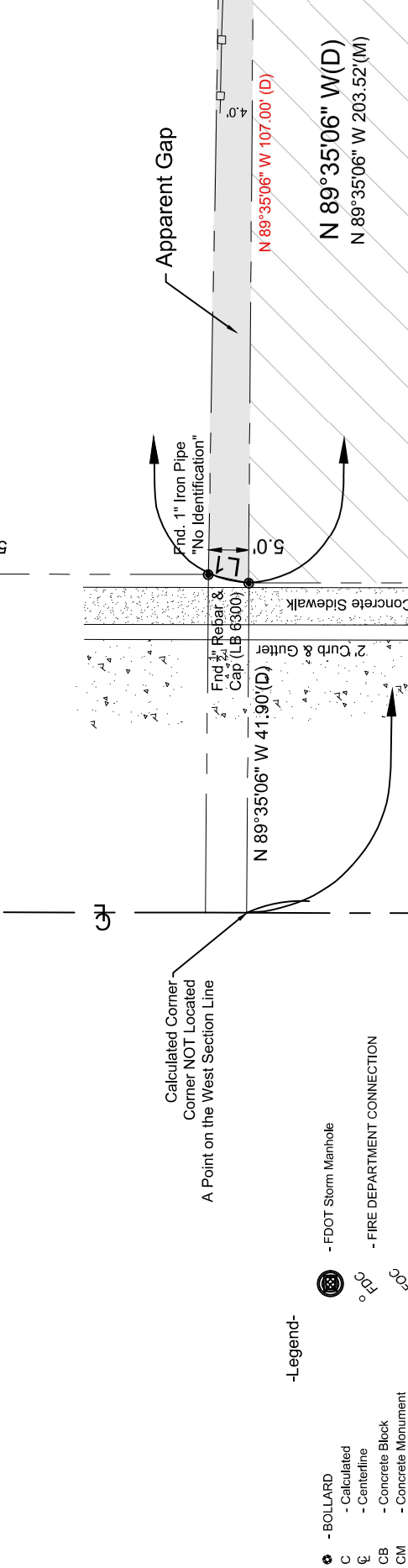
CERTIFIED TO:
NIL BUILD LLC

$$\begin{matrix} L1 \\ N\ 11^{\circ}22'46''\ E\ 5.14'\ (M) \\ L2 \\ S\ 00^{\circ}01'25''\ W\ 18.00'\ (D) \end{matrix}$$

Corner NOT Located
NW Corner of Lot 1, Block B
Plat of Park Manor
Plat Book T, Page 142

N 00°01'25" E 185.64'(D)

50.00'(D)



Boundary Survey

Legal Description (Parent):

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4, SECTION 4, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; RUN THENCE NORTH 0°01'25" EAST ALONG SECTION LINE 509 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 89°35'06" EAST 246.77 FEET; RUN THENCE NORTH 0°01'25" EAST 98.29 FEET; RUN THENCE NORTH 89°07'20" WEST 1.33 FEET TO IRON PIN; RUN THENCE NORTH 89°35'06" WEST TO THE WEST SECTION LINE OF SAID SECTION 4; RUN THENCE SOUTH 0°01'25" WEST TO THE POINT OF BEGINNING; LESS THE RIGHT OF WAY FOR LAKEMONT AVENUE, BEING THE WEST 41.90 FEET OF THE ABOVE DESCRIBED TRACT.

Legal Description (Proposed Parcel 1):

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4, SECTION 4, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; RUN THENCE NORTH 0°01'25" EAST ALONG SECTION LINE 527.00 FEET; THENCE RUN SOUTH 89°35'06" EAST 41.90 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH LAKEMONT AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°35'06" EAST A DISTANCE OF 107.00 FEET; THENCE RUN NORTH 0°01'25" EAST 80.30 FEET; RUN THENCE NORTH 89°35'06" WEST A DISTANCE OF 107.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE RUN SOUTH 00°01'25" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 80.30 FEET TO THE POINT OF BEGINNING.

Legal Description (Proposed Parcel 2):

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4, SECTION 4, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; RUN THENCE NORTH 0°01'25" EAST ALONG SECTION LINE 509.00 FEET; THENCE RUN SOUTH 89°35'06" EAST 41.90 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH LAKEMONT AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°35'06" EAST A DISTANCE OF 204.87 FEET; THENCE RUN NORTH 0°01'25" EAST 98.29 FEET; RUN THENCE NORTH 89°07'20" WEST 1.33 FEET; RUN THENCE NORTH 89°35'06" WEST A DISTANCE OF 98.25 FEET; THENCE RUN SOUTH 00°01'25" WEST A DISTANCE OF 80.30 FEET; THENCE RUN NORTH 89°35'06" WEST A DISTANCE OF 107.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE RUN SOUTH 00°01'25" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

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CERTIFIED TO:
NIL BUILD LLC

L1
N 11°22'46" E 5.14' (M)

-Legend-

- BOLLARD
- Calculated
- Centerline
- Concrete Block
- Concrete Monument
- FDOT Storm Manhole
- FIRE DEPARTMENT CONNECTION

Corner NOT Located
NW Corner of Lot 1, Block B
Plat of Park Manor
Plat Book T, Page 142

N 00°01'25" E 185.64' (D)

50.00' (D)

CH

Calculated Corner
Corner NOT Located
A Point on the West Section Line

2" Fnd 1/2" Rebar &
Cap (LB 6300)

2" Curb & Gutter

Concrete Sidewalk

Apparent Gap

Fnd. 1" Iron Pipe
"No Identification"

N 89°35'06" W 107.00' (D)

N 89°35'06" W (D)
N 89°35'06" W 203.52' (M)

Description to Accompany Sketch

Legal Description:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4, SECTION 4, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE NORTH 0°01'25" EAST ALONG SECTION LINE 509.00 FEET; THENCE RUN SOUTH 89°35'06" EAST 41.90 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH LAKEMONT AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°35'06" EAST A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 0°01'25" EAST 18.00 FEET; ; THENCE RUN NORTH 89°35'06" WEST A DISTANCE OF 50.00 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE RUN SOUTH 00°01'25" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 900 SQ FT OR .021 ACRES ±

Revision: Revised SoD - 02/15/22 - JWW

-Legend-	
C	- Calculated
CL	- Centerline
CB	- Concrete Block
CM	- Concrete Monument
Conc.	- Concrete
D	- Description
DE	- Drainage Easement
Esmt.	- Easement
F.E.M.A.	- Federal Emergency Management Agency
FFE	- Finished Floor Elevation
Fnd.	- Found
IP	- Iron Pipe
L	- Length (Arc)
M	- Measured
N&D	- Nail & Disk
N.R.	- Non-Radial
ORB	- Official Records Book
P	- Plat
P.B.	- Plat Book
-a-	- Wood Fence
PC	- Point of Curvature
Pg.	- Page
PI	- Point of Intersection
P.O.B.	- Point of Beginning
P.O.L.	- Point on Line
PP	- Power Pole
PRM	- Permanent Reference Monument
PT	- Point of Tangency
R	- Radius
Rad.	- Radial
R&C	- Rebar & Cap
Rec.	- Recovered
Rfd.	- Roofed
Set	- Set 1/2" Rebar & Cap "LB 7623"
Typ.	- Typical
UE	- Utility Easement
WM	- Water Meter
Δ	- Delta (Central Angle)
-X-	- Chain Link Fence

This is NOT a Survey.
This is ONLY a Description.
This Sketch and Description consist of two sheets
and is not full and or complete without both sheets.

Sketch Date: 02-01-22	Sketch and Description Certified To:
Drawn By: JW	
Approved By: PKI	
Field: N/A	
	NIL BUILD LLC

*Ireland & Associates
Surveying, Inc.*

800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com

Office-407.678.3366 Fax-407.320.8165

-Notes-

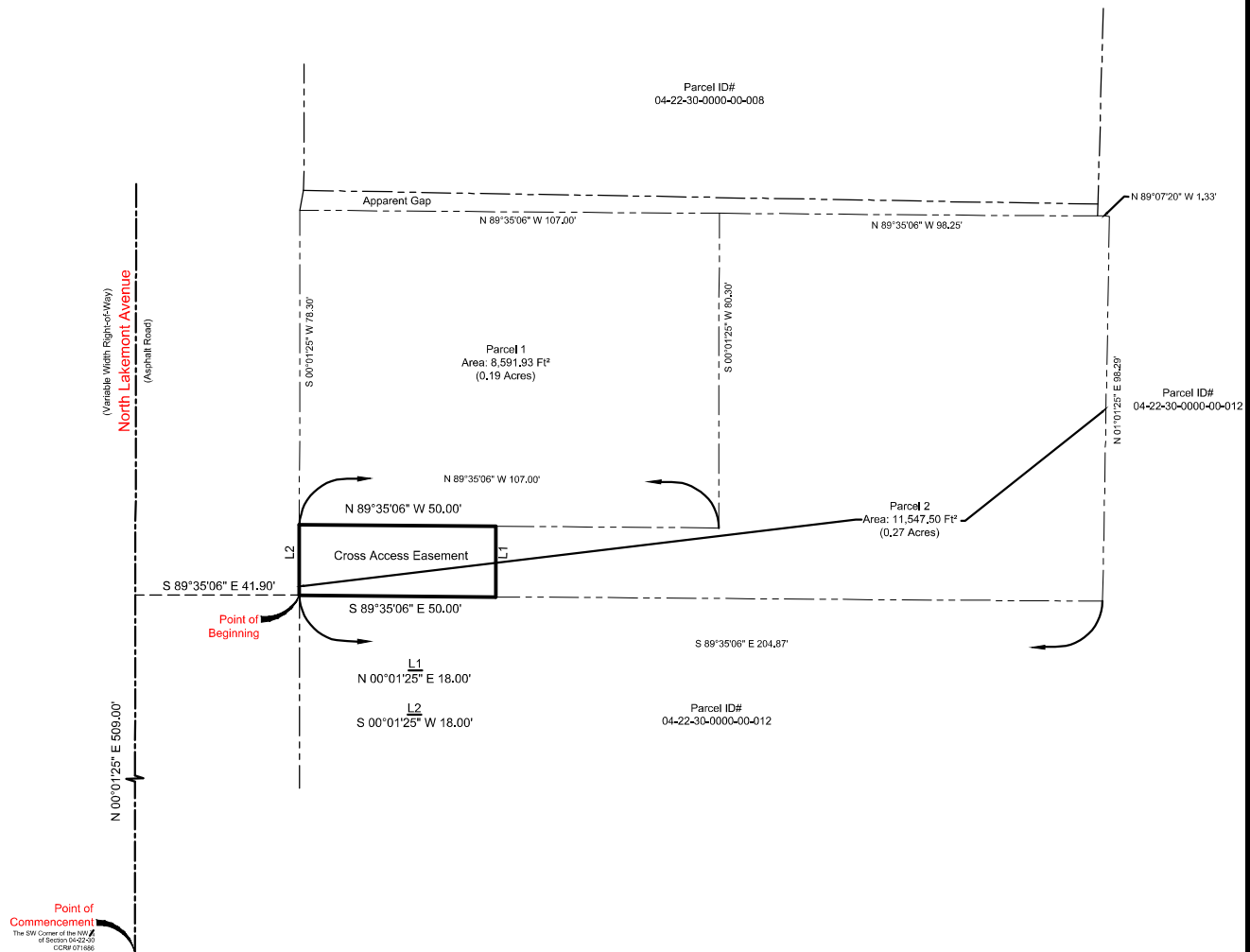
- >Sketch is Based upon the Legal Description Supplied by Client.
- >Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
- >Subject to any Easements and/or Restrictions of Record.
- >Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
- >Building Ties are NOT to be used to reconstruct Property Lines.
- >Fence Ownership is NOT determined.
- >Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
- >Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
- >Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

I hereby Certify that this Sketch and Description of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 53-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

Patrick K. Ireland
Patrick K. Ireland, P.S.M. 6637 LB 7623
Date Signed: 02-01-22

This Sketch is intended ONLY for the use of Said Certified Parties.
This Sketch NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.
File No. IS-100430

Sketch to Accompany Description



This is NOT a Survey.
 This is ONLY a Description.
 This Sketch and Description consist of two sheets
 and is not full and or complete without both sheets.

*Ireland & Associates
 Surveying, Inc.*

800 Currency Circle Suite 1020
 Lake Mary, Florida 32746
 www.irelandsurveying.com
 Office-407.678.3366 Fax-407.320.8165



NOT To Scale
 This is NOT a Survey.
 This is ONLY a Sketch.

Revision: Revised SoD - 02/15/22 - JWW

Lot Split Review: 810 N Lakemont Avenue

	R-1A Requirements	Existing	Proposed Lot 1	Proposed Lot 2
Zoning	N/A	R-1A	R-1A	R-1A
Future Land Use	N/A	SFR	SFR	SFR
Lot Width	75'/110' (Corner Lots)	98.29'	80.29'	98.29'
Lot Depth	N/A	204'	107'	96'
Lot Area	8,500 sf	20,050 sf	8,591 sf	11,480 sf
Floor Area Ratio	Max. 38%	Max 38%	Max 38%	Max 38%
Impervious Lot Coverage	Max. 60% (single-story)/ Max. 50% (two-story)	N/A	Max. 50%	Max. 50%
Front Setback	N/A	N/A	25'	25'
Side Setbacks	25% of lot width	N/A	11'	11' and 29'
Rear Setback	25' to first-floor/ 35' to second floor	N/A	25' to first-floor/ 35' to second floor	25' to first-floor/ 35' to second floor
Side Pool Setback	10' (water) & 5' (deck)	N/A	25' (water) & 20' (deck)	25' (water) & 20' (deck)
Rear Pool Setback	10' (water) & 5' (deck)	N/A	10' (water) & 9' (deck)	10' (water) & 9' (deck)
Side Detached Garage Setback	5' (Interior)	N/A	N/A	5'
Rear Detached Garage Setback	10'	N/A	N/A	10'

RELEVANT COMPREHENSIVE PLAN POLICIES:

Policy 1-5.2.8: Subdivision of Land and Lot Splits for Non-Lakefront Single Family & Low Density Multi-Family Property. The City shall consider approving subdivision and lot split applications, which are not lakefront properties and which are not estate lots in areas designated single family, low density or multi-family residential, when the proposed new lots are designed at size and density that meet the adopted subdivision regulations. The City Commission in consideration of lot consolidation requests may limit the applicable floor area ratio as a condition of approval in order to preserve neighborhood scale and character.

ARTICLE VI. - SUBDIVISION AND LOT CONSOLIDATION REGULATIONS

Sec. 58-377. - Conformance to the comprehensive plan.

(a) In the City of Winter Park, as a substantially developed community, the review of lot splits, lot consolidations, plats, replats or subdivisions within developed areas of the city shall insure conformance with the adopted policies of the comprehensive plan as a precedent to the conformance with other technical standards or code requirements.

(b) In existing developed areas and neighborhoods, all proposed lots shall conform to the existing area of neighborhood density and layout. The proposed lot sizes, widths, depths, shape, access arrangement, buildable areas and orientation shall conform to the neighborhood standards and existing conditions. This provision is specifically intended to allow the denial or revision by the city of proposed lot splits, lot consolidations, plats, replats or subdivisions when those are not in conformance with the existing neighborhood density or standards, even if the proposed lots meet the minimum technical requirements of the zoning regulations.

(c) In determining the existing area or neighborhood density and standards, for the consideration of lot splits, plats, replats or subdivision of other than estate lots or lakefront lots, the planning and zoning commission and city commission shall consider the frontage and square foot area of home sites and vacant properties with comparable zoning within an area of 500-foot radius from the proposed subdivision.

(d) In order to implement the policies of the comprehensive plan, the city commission may also impose restrictions on the size, scale, and style of proposed building, structures, or other improvements. This provision shall enable the city commission to impose restrictions on the size, height, setback, lot coverage, impervious area or right-of-way access such that proposed building and other improvements match the dimension and character of the surrounding area or neighborhood.



LOT CONFORMANCE TO SUBDIVISION CODE TEST

810 N. LAKEMONT AVE

City of Winter Park
Florida

LEGEND



Subject Site



Single-Family Lots
Within 500' of Site
(35 total)

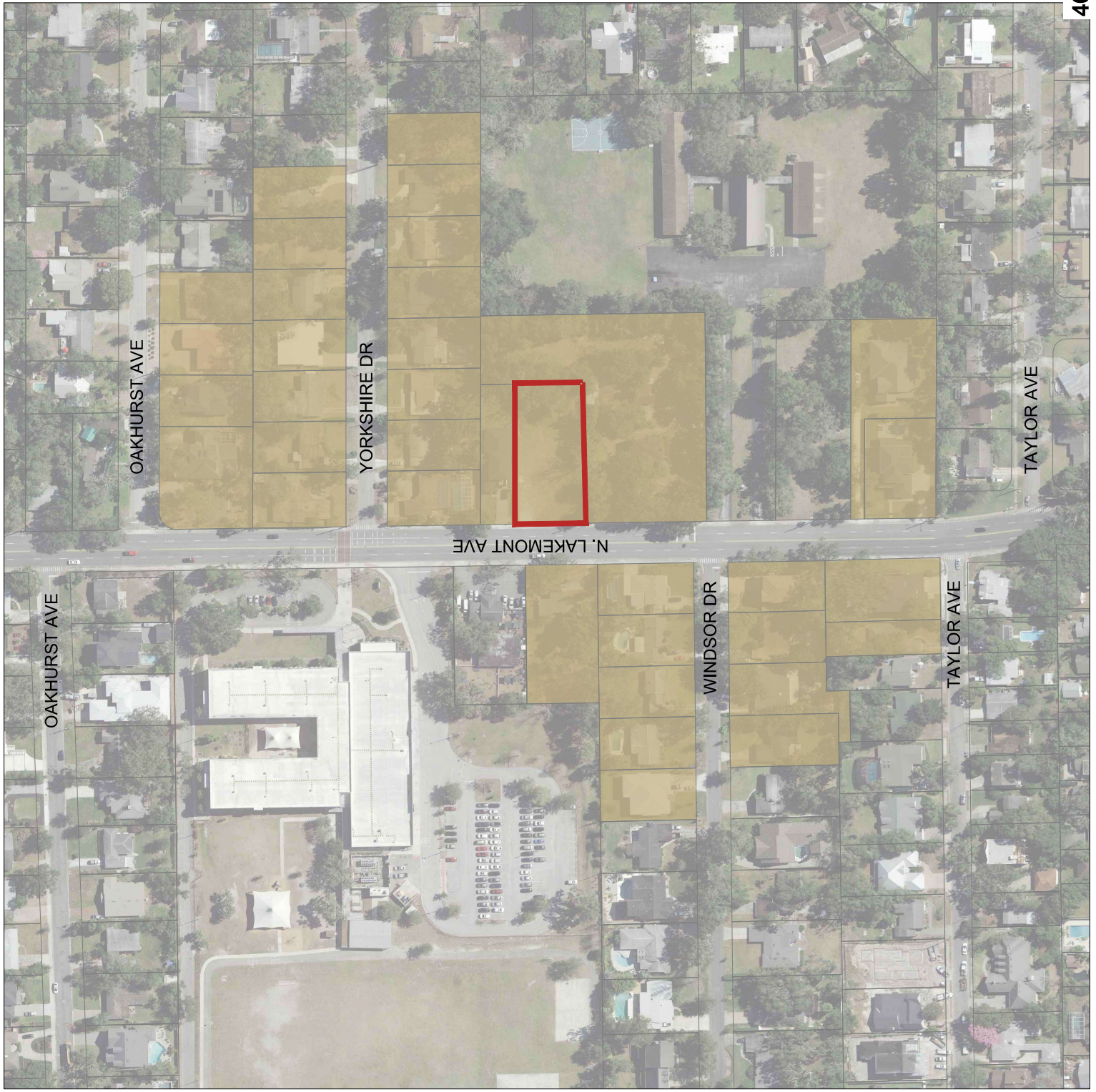
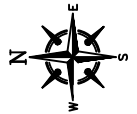
NOTES

Average Lot Width = 80 ft

Median Lot Width = 75 ft

Average Lot Size = 12,547 sq ft

Median Lot Size = 10,204 sq ft





City Commission **agenda item**

item type Public Hearings	meeting date March 23, 2022
prepared by Nicholas Lewis	approved by John Harbilas, Jeffrey Briggs, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Request of Raymond Horal for: Conditional Use Approval to waive the separation distance requirement of 300 feet from a residential property, in conjunction with retail liquor sales at 834 N. Orange Avenue, zoned C-3.

motion / recommendation

Staff recommendation is for approval.

background

Raymond Horal, on behalf of The Generous Pour, is requesting conditional use approval to waive the separation distance requirement of 300 feet from a residential property, in conjunction with retail liquor sales at 834 N. Orange Avenue, zoned C-3. The applicant will be seeking a Class 2 Liquor License for retail liquor sales for off-premise consumption.

Section 58-76 of the City Land Development Code allows liquor stores more than 300-feet from residential properties as a permitted use and liquor stores within 300 feet of a residential property as a conditional use in C-3 Commercial Zoning Districts.

The rear of the property currently sits roughly 132-feet away from the rear of the nearest residential property. However, these two properties are separated by a considerable FDOT right-of-way with train tracks, and the rear fences of the residential neighborhood. This creates an 80-foot buffered area that is inaccessible from the rear of the residential properties backing up to the railway. This buffer makes the closest residential property accessible by cars, bikes, or pedestrians 640-feet down Aragon Ave. to the West, as well as about 940-feet Northbound on Orange Ave. and 1,100-feet away traveling southbound on Orange Ave. from the proposed location; all well above the 300-distance requirement. Because the Code measures based on proximity, and not travelable distance, the Applicant must seek relief from the distance requirement through the Conditional Use process. The proposed location is strictly within a commercial corridor, and it is Staff's position that this use is all-around compatible with the area.

Section 58-90(k)(2) of the City Code states that the purpose of the conditional use process for alcoholic beverage licenses is to make sure, "the proposed use is compatible with the adjacent residential areas and will not create any nuisances related to overflow parking on residential streets, noise which is disturbing to the residential occupants, or loitering of patrons within residential areas."

The applicant is proposing a high-end retail establishment looking to "champion all things poured" including a variety of inventory related to coffee, tea, wine and spirits. The Class 2 Alcoholic Beverages License, strictly limits the sale of wine and liquor in closed containers for off-premise consumption. Since the proposed store is compatible with the surrounding commercial uses, and all wine and liquor sales will be limited to off-premise consumption, Staff is recommending approval for this request. The Planning and Zoning Board recommended 7-0 for approval of this request at their March 1st, 2022 regular meeting.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[834 N Orange Area Map.pdf](#)

ATTACHMENTS:

[834 N Orange Aerial Map.pdf](#)

ATTACHMENTS:

[Updated Floor Plan FINAL.pdf](#)

ATTACHMENTS:

[834 Orange Ave Site Plan - Revised.pdf](#)

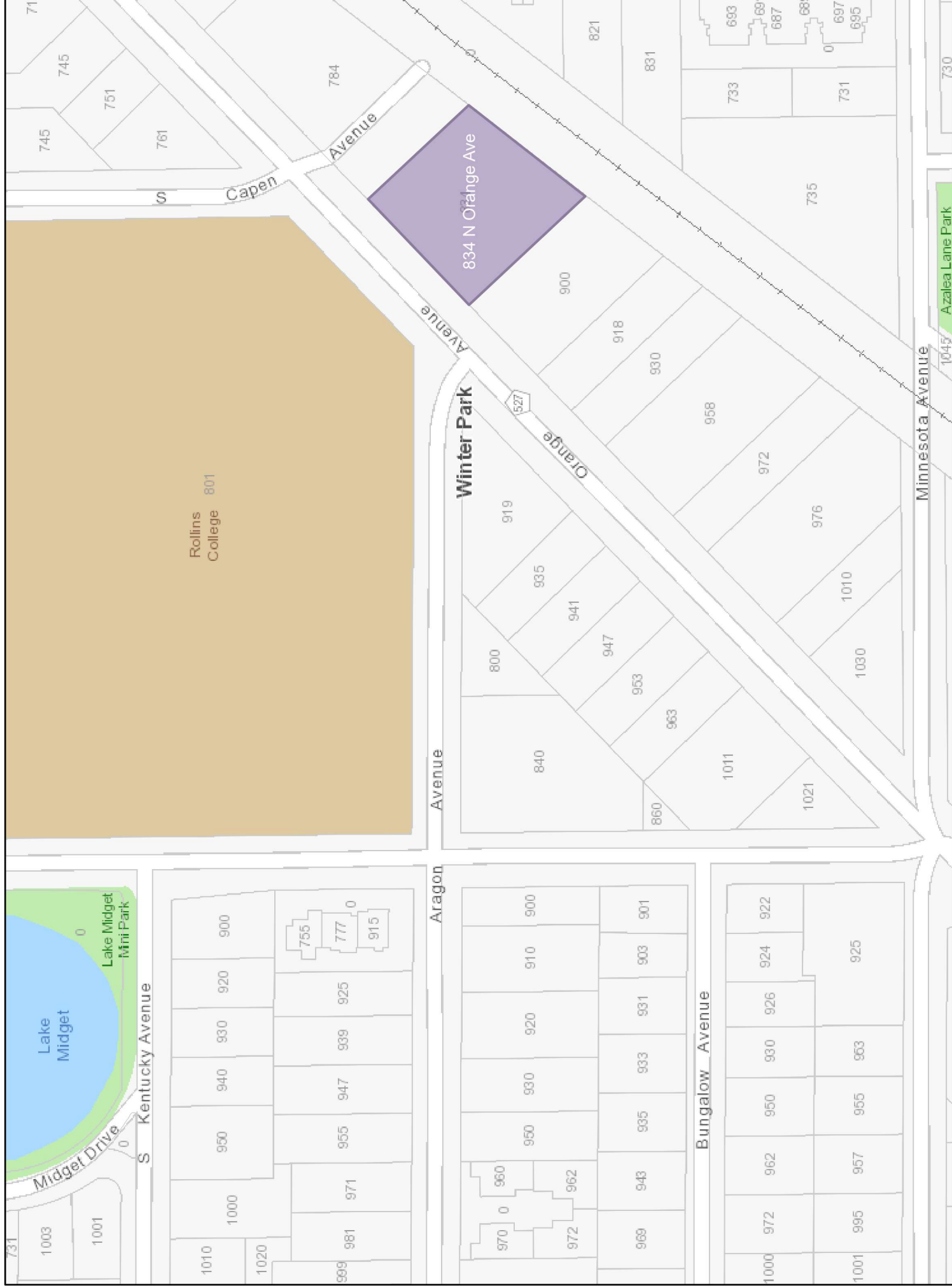
ATTACHMENTS:

[March 1 P&Z Minutes.pdf](#)

ATTACHMENTS:

[The Generous Pour - Business Overview.pdf](#)

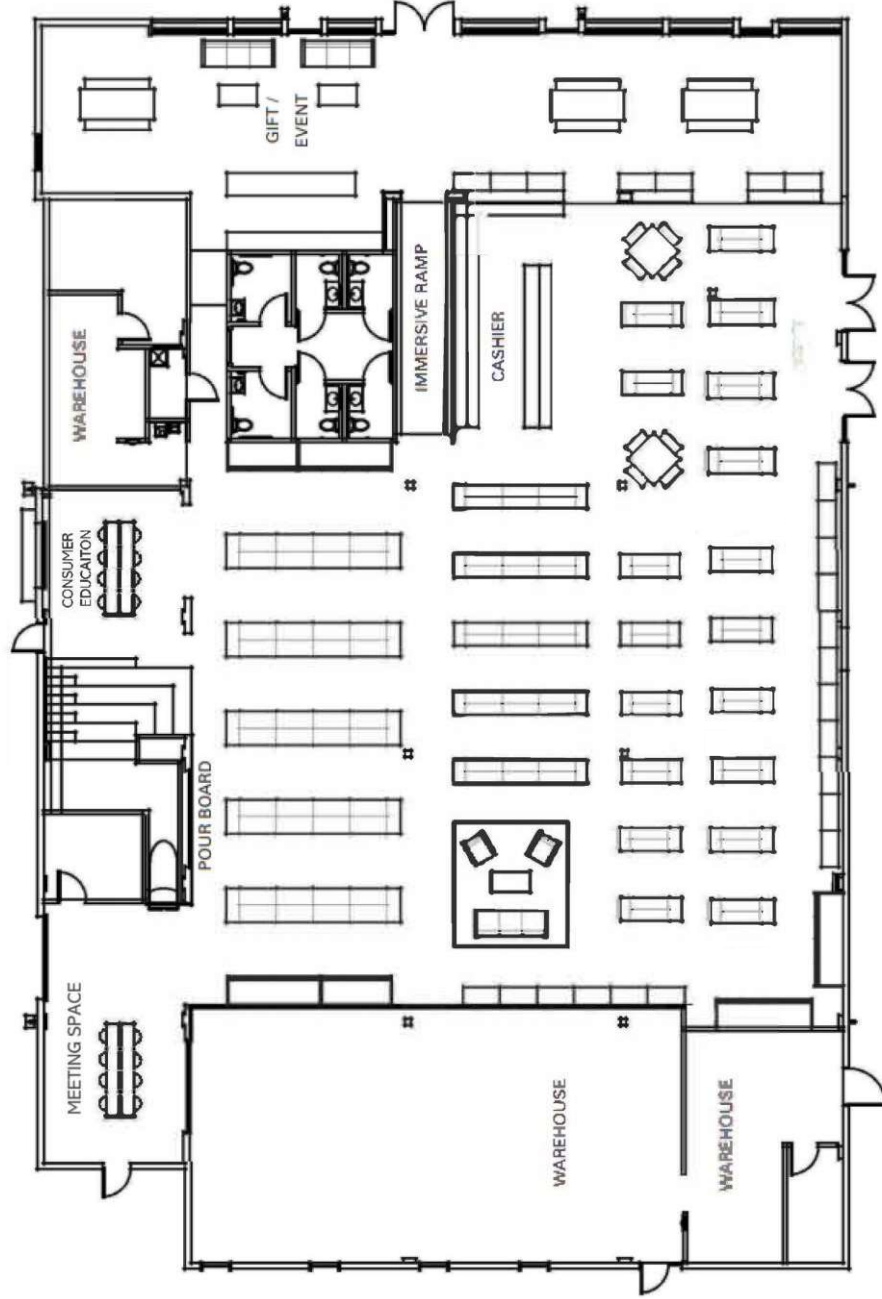
CU #22-03 - 834 N Orange Ave



CU #22-03 - 834 N Orange Ave



THE
GENEROUS
POUR



HARPER & SHEPHERD REPLAT
PLAT BOOK K, PAGE 84

00' EASEMENT PAGE 3198

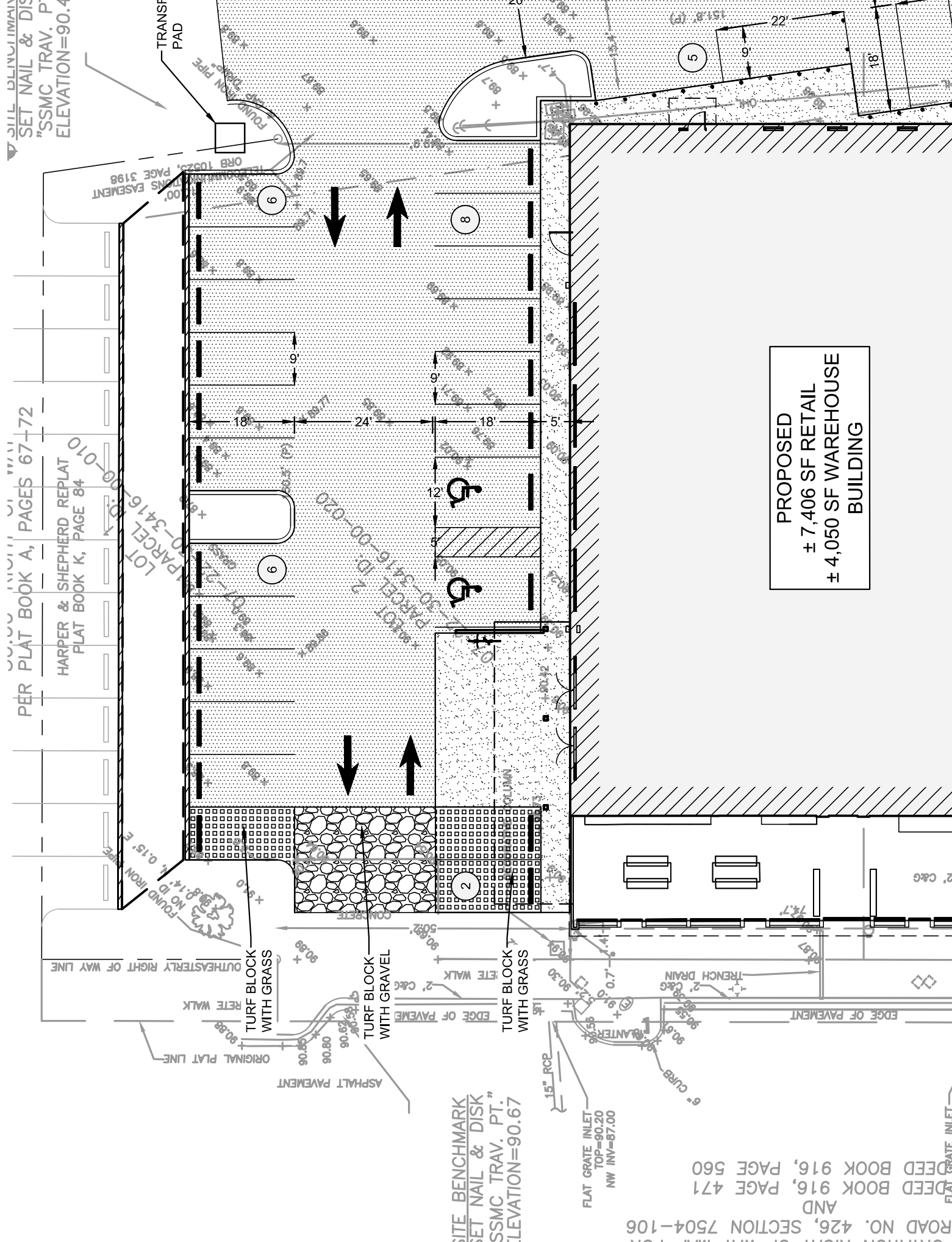
-TRANSF
PAD

SET NAIL & DIS
"SSMC TRAV. P
ELEVATION=90.4

PROPOSED
± 7,406 SF RETAIL
± 4,050 SF WAREHOUSE
BUILDING

ROAD NO. 426, SECTION 7504-106
AND
DEED BOOK 916, PAGE 471
DEED BOOK 916, PAGE 560

SITE BENCHMARK
SET NAIL & DISK
SSMC TRAV. PT."
ELEVATION=90.67





Planning and Zoning Board Minutes

March 1, 2022 at 06:00 p.m.

Hybrid Meeting
401 S. Park Avenue | In-Person and Virtual | Winter Park, Florida

Call to Order

Chairman Richard James called the meeting to order at 5:58 p.m. Present: Richard James, Melissa Vickers, David Bornstein, Vashon Sarkisian, Michael Spencer, Jim Fitch, and Alex Stringfellow. Also Present: City Attorney Dan Langley. Staff: Director of Planning and Transportation Bronce Stephenson, Principal Planner Jeff Briggs, Senior Planner John Harbilas, Planner I Nicholas Lewis, Planning Technician Aaron Hull, and Recording Secretary Mary Bush.

Consent Agenda

Motion made by Jim Fitch, seconded by Michael Spencer to approve the February 1, 2022 meeting minutes.

Motion carried unanimously with a 7-0 vote.

Staff Updates

No staff updates.

Public Comments (for items not on Agenda)

No one from the public wished to speak. The public hearing was closed.

Non-Action Items

No non-action items.

Action Items

No action items.

Public Hearings

- SUB #22-04 - Request of Richard Jennings for: Approval to subdivide or split the property, located at 1475 Berkshire Avenue, zoned R-1A, into two buildable single-family home lots.

THIS ITEM WAS CONTINUED TO THE APRIL 5TH PLANNING & ZONING BOARD REGULAR MEETING BY STAFF.

Motion made by David Bornstein, seconded by Alex Stringfellow, to table to the April 5th Planning & Zoning Board Regular Meeting the request of Richard Jennings for approval to subdivide or split the property, located at 1475 Berkshire Avenue, zoned R-1A, into two buildable single-family home lots.

Motion carried unanimously with a 7-0 vote.

- CU #19-10 - Request of Vilasa Townhouses for: An amendment to the Conditional Use Approval to add exterior rear porches onto the ten Swoope Avenue townhomes, zoned R-3.

Mr. Briggs provided the Board a brief summary of the request. He presented the Board an aerial view of the property prior to construction and a layout of the project that was previously approved as a conditional use in 2019. He explained that after starting the project the applicant realized that there was 20 feet to the property line of back yard space for the buildings, so the applicant decided to make the space more usable with one story porches. Mr. Briggs further explained that the applicant went to the Board of Adjustments in December of 2020 and received approval for a variance to encroach the 20 foot setback to build the porches. During the permitting process for the porches it was discovered that an approval for a variance from the 40% allowed by code to 46.1%

for the building lot coverage was not obtained. Mr. Briggs noted that a letter in support of the request was received from one of the adjacent neighbors of the property and the other neighbor had not been responsive to attempts for contact regarding the request.

Staff recommendation was for approval.

Mr. Stephenson stated that “it really just comes down to the proper legal process of if you have a conditional use the only way that you can modify a conditional use is through an amended conditional use. Getting a variance on something through the Board of Adjustment is not the proper way to do it but the good thing is what they are requesting falls within what would actually be the allowable setbacks in the area. So, it was a staff oversight at the time and now we are coming forward to fix that.”

No one from the public wished to speak. The public hearing was closed.

Motion made by Alex Stringfellow, seconded by Michael Spencer, for approval of an amendment to the Conditional Use Approval to add exterior rear porches onto the ten Swoope Avenue townhomes, zoned R-3.

Motion carried unanimously with a 7-0 vote.

- SPR #22-02. Request of Michael Wenrich for: Approval to construct a new, two-story, 10,864 sq. ft., single-family home located at 581 Sylvan Drive on Lake Osceola, zoned R-1AAA.

Mr. Briggs provided the Board a brief summary of the request. He presented the Board a location map and aerial of the existing of home. Mr. Briggs reviewed the site plans for the project and noted that there would be a unique feature for storage of the applicant’s collection of vehicles in an underground basement with access through a vehicle elevator located in the driveway of the front of the home. He also noted that there was a challenge to having the pool deck no more than three feet above the existing grade on the lakeside of the home. Mr. Briggs indicated that the custom of the Board on other properties that have had similar grade issues has been to approve five and a half feet above existing grade. To solve the issue, the applicant’s design team lowered the house by three feet to meet the five and a half feet above grade that has been previously approved for other properties. Mr. Briggs spoke on the applicant preserving all of the oak and cypress trees on the property, using inlet pipes to ensure all water filters down to the lake front and not onto the adjacent neighbor’s property, and the retaining wall located along the north property line. He also noted that in order to place their garage at a 90 degree angle, the applicant has been in discussion with the adjacent neighbor regarding purchasing a portion of the neighbor’s property. Mr. Briggs presented elevations of the proposed home noting an existing small accessory structure to the left side of the rear of the home that the applicant wants to rebuild and move five feet from the property line. He also noted that staff received an email from the adjacent neighbor in support of the rebuild and relocation of the structure.

Staff recommendation was for approval.

The Board briefly inquired about the location of the retaining wall and the grade drop indicators on the site plan.

No one from the public wished to speak. The public hearing was closed.

Motion made by Michael Spencer, seconded by David Bornstein, for approval to construct a new, two-story, 10,864 sq. ft., single-family home located at 581 Sylvan Drive on Lake Osceola, zoned R-1AAA.

Motion carried unanimously with a 7-0 vote.

- SPR #22-05 - Request of Bruce Cole for approval to construct a new, two-story, 7,846 sq. ft., single-family home located at 2056 Lake Drive on Lake Killarney, zoned R-1AA.

Mr. Hull provided the Board a brief summary of the request. He presented the Board an aerial view, location map, and site plan of the property. He noted that the property was sold to the applicant by the owner of the adjacent home to the west and that the applicant also owns the adjacent home to the east. Mr. Hull briefly spoke on the proposed Floor Area Ratio, the impervious lot coverage, removal of three trees, the view from the lake and the neighbors, and the plan for a swale retention along the lakefront. He presented the elevations for the proposed home and expressed that the project meets all required lakefront code criteria.

Staff recommendation was for approval.

No one from the public wished to speak. The public hearing was closed.

Motion made by Vashon Sarkisian, seconded by Alex Stringfellow, for approval to construct a new, two-story, 7,846 sq. ft., single-family home located at 2056 Lake Drive on Lake Killarney, zoned R-1AA.

Motion carried unanimously with a 7-0 vote.

- CU #22-03 - Request of Raymond Horal for: Conditional Use Approval to waive the separation distance requirement of 300 feet from a residential property in conjunction with retail liquor sales at 834 N. Orange Avenue, zoned C-3.

Mr. Lewis provided the Board a brief summary of the request. He presented an aerial map of the property and noted that it is 132 feet away from the closest residential property. He also noted that there is a significant buffer of FDOT railway as well as the back fences of the surrounding residential properties which will hinder public access. He presented the Board the floor plan of the proposed conditions of the interior of the property explaining that the applicant is proposing a retail store, warehouse space for storage, meeting spaces, a pour board for charity donations, and an immersive ramp. Mr. Lewis added that the project can easily meet the 27 parking spaces required by code.

Staff recommendation was for approval.

Brief discussion ensued with the Board regarding parking, the existing building, and neighbor input.

The applicant, Raymond Horal of 533 Balmoral Road, Winter Park 32789 addressed the Board. Mr. Horal provided the Board a presentation that covered the Generous Pour team, purpose of the business, the intended retail experience, their patent pending software for consumer donations, the reason Winter Park was chosen for their business location, their process and goals for charity at check out, their intent to become a Certified B Corporation, their tech goals, their base consumers, and their overall approach.

Brief discussion ensued with the Board regarding how a consumer will know how much is being donated with each purchase, concerns regarding barriers to public access to the rear of the building, and if the benefiting charities will be local.

No one from the public wished to speak. The public hearing was closed.

Discussion ensued with the Board regarding the following:

- being cautious about any kind of conditions related to content for the signs,

Motion made by David Bornstein, seconded by Michael Spencer, for Conditional Use Approval to waive the separation distance requirement of 300 feet from a residential property in conjunction with retail liquor sales at 834 N. Orange Avenue, zoned C-3.

Motion carried unanimously with a 7-0 vote.

- SUB #22-02 Request of NIL Build LLC for: Approval to subdivide or split the property, located at 810 N Lakemont Avenue, zoned R-1A, into two buildable single-family home lots.

Mr. Harbilas provided the Board a brief summary of the request. He presented the Board an aerial view, site plan, and elevations of the property and proposed homes. Mr. Harbilas noted that the applicant is proposing two single-family lots with a flag lot in the rear with shared access. He added that both homes meet all of the R-1A zoning requirements and will meet proper means of access via the shared easement.

Staff recommendation was for approval.

Brief discussion ensued with the Board regarding the property being vacant, the use of City sewer, clarification of the percentage of homes in the area with 75 foot wide lots, the date that another similar project close to Aloma Avenue was completed, and input received from neighbors.

No one from the public wished to speak. The public hearing was closed.

Discussion ensued with the Board regarding inspection of the property and project by life safety and if any of the front elevations of the homes will face North Lakemont Drive.

Motion made by Richard James, seconded by David Bornstein, for approval to subdivide or split the property, located at 810 N Lakemont Avenue, zoned R-1A, into two buildable single-family home lots.

Motion carried unanimously with a 7-0 vote.

Board Comments

Mr. Stephenson expressed sentiments regarding the possibility of Mr. Spencer and Mr. Fitch no longer being on the Board after this year's election for open Commission seats.

Adjournment

Meeting adjourned at 7:12 p.m.

/s/ Mary Bush.



POUR MORE INTO MAKING A DIFFERENCE™

MASSIVE TRANSFORMATIVE PURPOSE

To create & connect consumers to the biggest lever mankind has ever been able to access to promote, empower & fuel the human spirit –

One customer, one cocktail & one community at a time.





THE VISION

To establish **THE GENEROUS POUR** as a lifestyle retail brand with a robust omni-channel strategy that effectively caters to the millennial consumer by combining culture, creativity & connection, our vision is being recognized as the premier purveyor of wine, beer & spirits in the world, all while upholding our uncompromising commitment to our principles, our people & our purpose while we grow.

POURING FOR MORE

We are going to connect consumers & communities to charitable causes that are most important to them by way of a \$72b wine & spirits retail category that is expecting consistent growth through 2026 (+4.8%), predominantly fueled by the influx of millennial consumers coming of legal drinking age in the next 3 years.



THE GENEROUS POUR
everyone the opportunity to
experience the joy & flavor of
generosity; because even the
thirst to quench & socialize
pour for.

LEADING FROM THE FRONT

THE GENEROUS POUR will become the first-ever Certified B- Corporation wine & spirits retailer, as we seek to harness the magnitude of the industry as a force for good.

Certified B Corporations are a new kind of business that balance's purpose and profit, and that is our pledge at **THE GENEROUS POUR**. We are legally required to consider the impact of our decisions on our workers, customers, suppliers, community, and the environment. This is a community of leaders, driving a global movement of people using business as a force for good.



MEET OUR TEAM

Fanatically driven with an incurable need to produce results, our team has an unwavering faith that we can & will prevail in the end, being the best in the world at our core business. We recognize that leadership is not about titles, positions or flowcharts, as we believe in about one life influencing another. Collectively we will lead from the front with a fierce resolve to do whatever it takes to fuel our com



GIULIANA ROSSI
CO-FOUNDER | MARKETING



ALEX AMMAR
CO-FOUNDER | FINANCE



RON BO
EXECUTIVE CREATIVE



RAY HORAL
CO-FOUNDER | SALES



DANIELLE WASSERMAN
DIRECTOR OF DIGITAL MARKETING

THE TEAM

We are a team of accomplished business professionals that has an unrivaled ambition to build something larger & more lasting than ourselves. We have learned humility, kindness, empathy, toughness, perseverance & grit; with areas of expertise in B2B & B2C sales, business development, financial affairs, marketing, strategic planning, team building, compliance, leadership & fundraising. Each founding member of our team has experienced catalytic events that have had a transformative impact on each of our lives, and these circumstances have fueled our commitments to inter-development as both individuals & professionals.

Through personal humility & professional will, we'll channel our ego away from ourselves & into a larger goal of building a great company. We are incredibly ambitious; however, our ambition is for our vision & company goals & not for ourselves.

**SERVICE
+
SIGNIFICANCE
=
SUCCESS**



W
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courage
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PILLARS OF SUCCESS



BRICK & MORTAR



E-COMMERCE

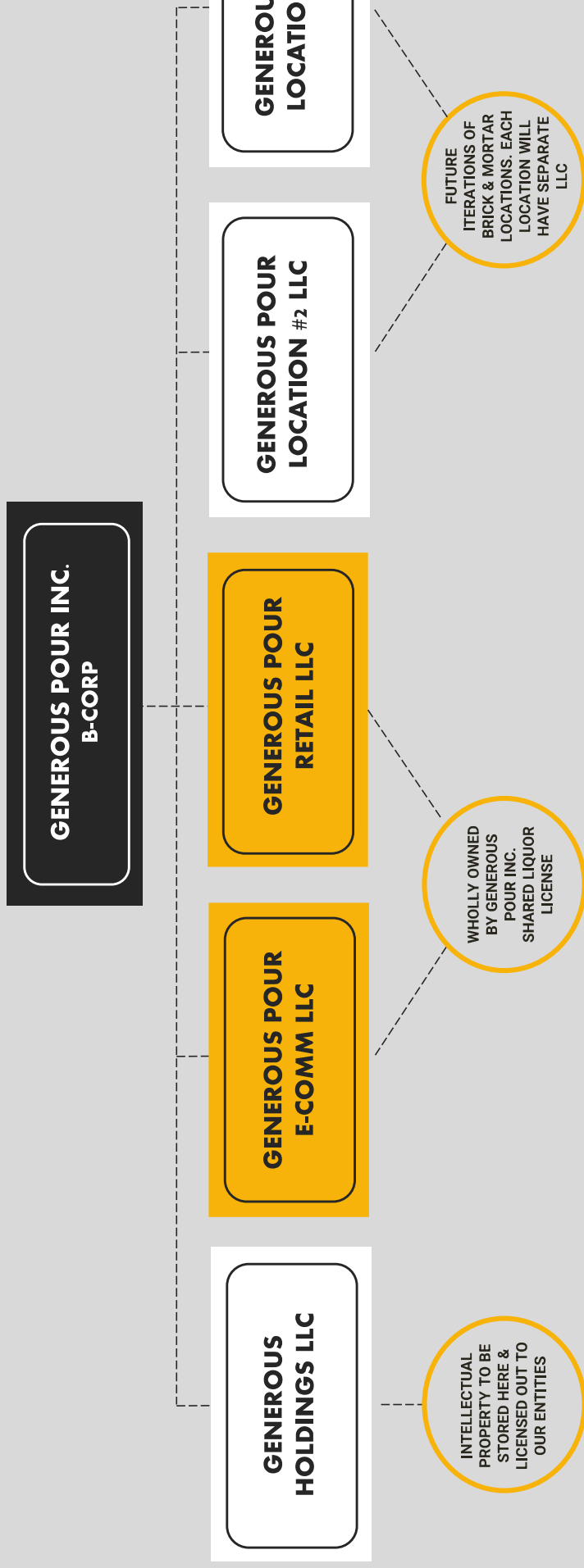


SOFTWARE



CORPORATE STRUCTURE

FIRST-EVER B-CORP WINE & SPIRITS RETAILER



THE WHY

The **CATEGORY** is big, healthy & positioned for growth

The millennial **CONSUMER** is thirsty for better! There is a void, as wine & spirit cater to the largest living demographic in the U.S. that values self, society & ph

Our founding team is fueled by a purpose & a **CAUSE** far greater than ourselves. Consumers will support our efforts & share in this mission as we unfold a new truly embodies "purpose over profits"

THE CATEGORY



Over the 5 years to 2026, alcohol consumption will continue to grow an estimated 4.8%

THE CONSUMER



Millennials account for 35% of U.S. beer consumption, 32% of spirit consumption and 42% of wine consumption.

THE



According to Good Scout's report liking being asked to disliked being asked to give felt guilty if they didn't donate ARE G

WINNING THE MILLENNIAL

THE GENEROUS POUR recognizes the significance of the millennial consumer, as they are 75 million strong & roughly 25% of the U.S. population people born between 1981 and 1996, and are now the largest living generation & legal drinking age generation in the U.S. With this group projected to reach \$10 trillion annually, **THE GENEROUS POUR** understands how important it is to win with this consumer.

According to USA Today, millennials spend about \$300 a month on alcohol or about \$56 per outing. By comparison, gen Xers and boomers said they spend about \$200 a month on alcohol, respectively, on booze each month. Accompanied with their penchant to spend more on alcohol & the fact that this group's spending power is expected to reach \$10 trillion by 2025, it makes this specific group our primary target & focus.



CAPTURING THE MILLENNIALS IS NOT A ONE-SIZE FITS ALL:

Value-driven — 40% of millennials are conservative in their purchase decisions. They are budget-conscious risk avoiders who rely heavily on recommendations

Image-driven — 38% of millennials are likely to live beyond their means as long as they enjoy life through experiences. They follow the latest trends and may even pay more to be among the first to receive a new or innovative product

Quality-driven — 22% of millennials have definite preferences and consider brands as extensions of themselves. They are willing to overspend to receive high quality.





BOHO
BUY ONE, HELP OTHERS



BOHO

BUY ONE, HELP OTHERS

GIVING CONSUMERS CONTROL OF THEIR CONTRIBUTION

FLIPPING THE SCRIPT

THE GENEROUS POUR WILL REVERSE-ENGINEER THE CONSUMERS CHARITY AT CHECKOUT STRATEGY BY PAYING FORWARD A DESIGNATED CONTRIBUTION FROM EACH SALE THAT IS GENERATED FROM EACH CUSTOMER

CAUSE YOU CARE

BY WAY OF OUR PROPRIETARY “BOHO” SOFTWARE, **THE GENEROUS POUR** WILL AFFORD EACH CUSTOMER AT CHECKOUT THE OPPORTUNITY TO CHOOSE THE CAUSE IN WHICH THEY CARE ABOUT MOST TO SUPPORT WITH THEIR RESPECTIVE CONTRIBUTION THAT WAS GENERATED BY WAY OF THEIR PURCHASE

TRUST & TRANSPARENCY

THE GENEROUS POUR OFFER OUR CUSTOMERS THE OPPORTUNITY TO CHOOSE THE CAUSE IN WHICH THEY CARE ABOUT MOST TO SUPPORT WITH THEIR RESPECTIVE CONTRIBUTION THAT WAS GENERATED BY WAY OF THEIR PURCHASE

GIVING BACK HAS NEVER BEEN SO EASY

The BOHO platform will transcend charity at checkout, as it will give consumers complete control of their contribution



SIGN-UP



SELECT



SHOP



CONTRIBUTE

HYPERSPACE

CHANGING THE GAME AT CHECKOUT



Web Application

The first component of this solution will be an online web application (web site). This web site will serve as an informative place where retailers can learn more about the program. It will also serve as a place where retailers can sign-up to be part of the program.



Mobile Application

The second component of this solution will consist of a mobile application (Apple + Android) that can operate on any mobile device (phone or tablet). The mobile application is designed to be customer facing. When a customer scans the QR code on one of the stickers or banners in the store, their device will be directed to the app on the Apple App Store or Google Play Store.

Customers will download the app and enter basic information (name, email). Once they access the app, they will be instructed to choose the charity of their choice. They will only see a list of the charities designated by the retailer. This will be the primary charity assigned to all purchases they do at the retailer's stores.

Boho

Buy One | Help Others

THE GENEROUS POUR'S proprietary "BOHO" software will enable retailers using VEND Point of Sale to offer a charitable contribution offering to their customers. Customers can elect to join the program and a percentage of their purchase will go directly to the charity of their choice. The charities that the customer can select will be designated by each retailer.

CONSUMER EXPERIENCE

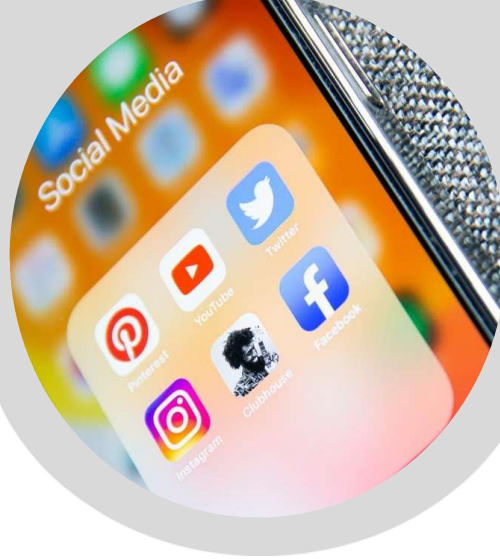
IN-STORE AESTHETICS
CLEAN & CONSISTENT BRANDING
BRAND STORYTELLING
CONSUMER EDUCATION
CUSTOMER SERVICE
EXPERIENTIAL SAMPLING
INTERACTIVE EVENTS
IN-STORE PHOTO OPS
COMPETITIVE PRICING STRATEGY



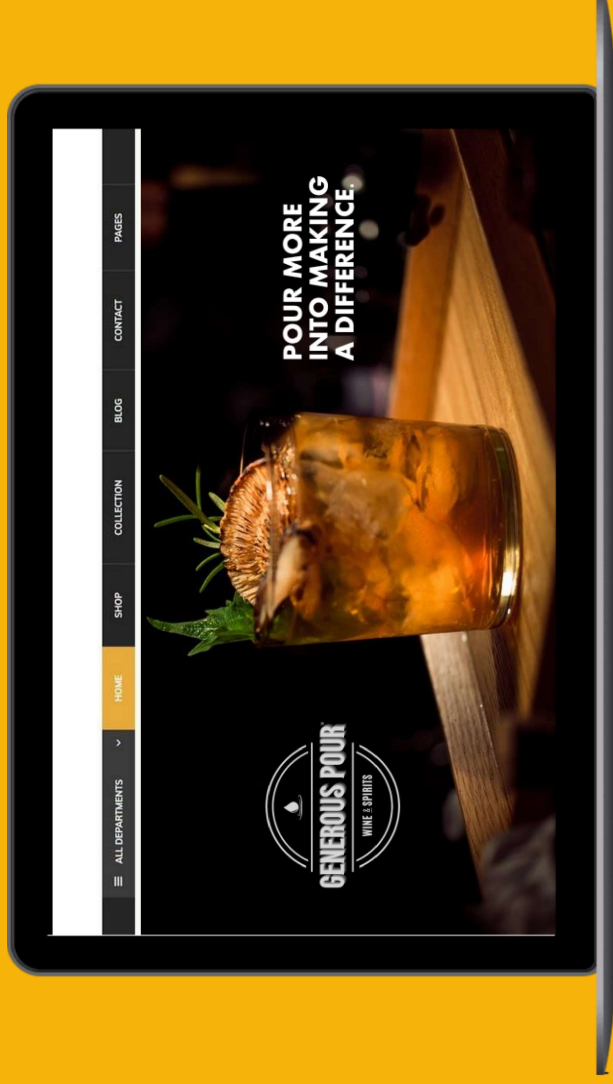
MARKETING

PREMIUM CONTENT

PHILANTHROPY
COMMUNITY
EDUCATION
STORYTELLING
INSPIRATION
ADDED-VALUE



GENEROUSPOUR.COM



E-COMMERCE



MEMBER SIGN-UP



GIFTING



EVENTS

DIGITAL DOMINANCE

@GENEROUSPOURMOVEMENT



EDUCATIONAL CONTENT
FILL IN THE BLANK
COCKTAIL INSPIRATION
CONSUMER GIVE-AWAYS
HOME-TAINMENT TIPS
BEHIND THE SCENES
MOTIVATION MONDAYS
PHILANTHROPIC UPDATES
STORYTELLING



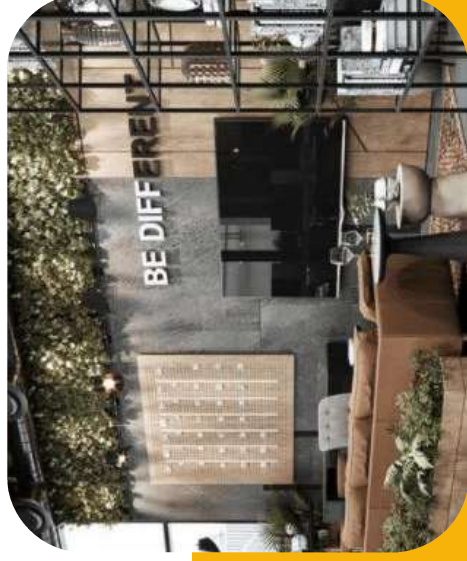
IN-STORE EXPERIENCE

PREMIUM RUSTIC | RAW | INVITING



By creating theatrically themed displays, as we deem
we enhance the customer experience through inspir
visualization.

Soft-toned lighting & upbeat music are the finite det
the-scenes upgrade that looks & feels premium.



IN-STORE DESIGN ELEMENTS

The essence of each store is rooted in shedding new light into old places.

A contagious pour of energy.

A place for impact.

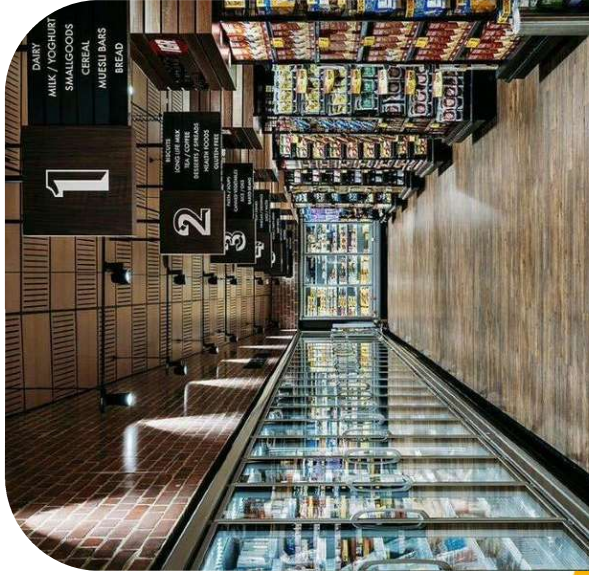
An approachable twist on the wine & spirits industry that playfully educates guests in a notoriously intimidating subject.

Bringing cultural experiences to life guests & team members never thought imaginable.



IN-STORE STANDARDS

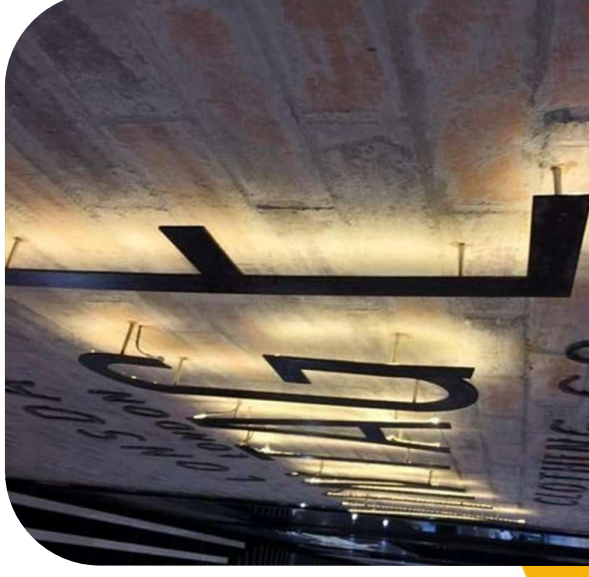
Unlike cluttered brick & mortar stores that bottleneck the consumer path-to-purchase, we focus on top-notch organization that clearly defines categories & products.



CUSTOMER FIRST



IMPACT DRIVEN



PREMIUM BRANDING



E

CAMPAIGN STRATEGY

TIER 1 CAMPAIGNS

POUR ME A DOUBLE

Out of Home
1 Experiential Event
Premium POS Displays
Photo Op
1 Big Giveaway
7 Email Features
3 Blog Features
Website/Ecommerce Headers
Social Media Ads
Social Media Content
Gifting Bundles
Shelf Talkers
Shopping Cart Signage
Direct Mailers
Geofencing
Public Relations

TIER 2 CAMPAIGNS

I'LL TAKE A SINGLE

Prime POS Display
Shelf-Talkers
Shopping Cart Signage
2 Email Features
1 Blog Feature
Website/Ecommerce Headers
Social Media Ads
Social Media Content
Gifting Bundles
4 Cocktail Recipes
Charity of the Month
Personnel Training

TIER 3 CAMPAIGNS

ON THE ROCK

End Cap Features
Shelf Talkers
Social Media Content
Website/Ecommerce Headers
2 Cocktail Recipes
Personnel Training
PPC (optional)

A ONE-STOP SHOP MARKETPLACE

MEATS & CHEESES

COFFEE & TEA

OLIVE OIL

BARWARE & DRINKWARE

FRESH FLOWERS

ENTERTAINING ESSENTIALS

RECIPE BOOKS

CANDLES

STATIONARY

WINE & MIXOLOGY CLASSES

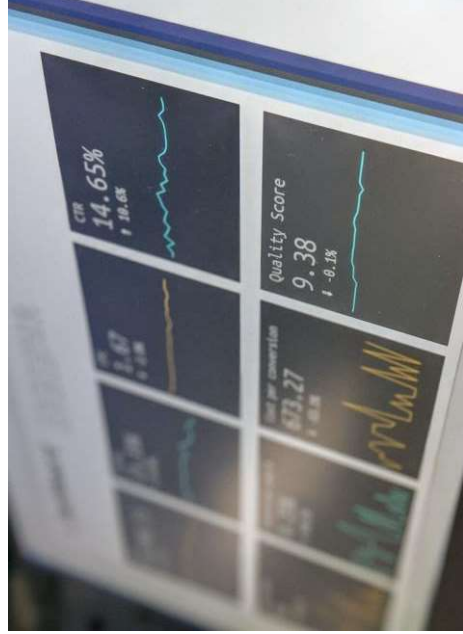


RAISING THE BAR ON GIFTING

BUILD-YOUR-OWN BASKETS
ON-SITE BOTTLE ENGRAVING
TURN-KEY GIFTING SOLUTIONS
IDEATION CATALOGUES
PREMIUM PACKAGING
MULTI-STATE DELIVERY



REASONS TO BELIEVE



FILLING A VOID

There is currently no quality wine & spirits retailer that caters to the millennial's insatiable appetite for self, society & purpose. We are going to fill

BY THE NUMBERS

THE GENEROUS POUR is dedicated to prioritizing data-driven insights to effectively streamline our entire process of marketing, sales, and customer efforts more informed & more powerful. The benefit of this approach is that our team will be able to identify emerging trends & customer preferences, along with achieving higher operational efficiency.

FOUNDERS EXPERIENCE

The founding team has a proven track record of success in the wine & spirits marketing, events & finance. Fueled by a deep understanding of the market, dynamic marketing strategies, strong financial acumen, and a network of catalysts behind the brand build have the knowledge and experience to

TAPPING INTO EMOTION

We recognize that emotion is necessary to most effectively communicate to deliver impact at every touchpoint that'll trigger a response from the consumer that cannot be replicated by competitors.

ELEVATED EXPERIENCE

Placing brands on the shelf is one thing - experiencing them is another. We continuously bring new & innovative experiences to our customers through storytelling, interactive teachings & themed events, all influenced by the many different wine & spirit producers in the world.

WINNING THE MILLENNIAL

We have developed a robust marketing strategy that resonates with the noise and connect with millennials in meaningful ways, building & loyalty that'll fuel strong economic growth for years to come.

CONSUMER EXPERTISE

Leading with our premium branding blueprint, THE GENEROUS POUR is a focused & disciplined approach to merchandising, marketing, and sales on our way to outpacing our competition in every aspect of the wine-to-purchase.



GENEROUS POUR™
POUR MORE INTO MAKING A DIFFERENCE™





City Commission agenda item

item type Public Hearings	meeting date March 23, 2022
prepared by Jeffrey Briggs	approved by John Harbilas, Jeffrey Briggs, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Requests of Winter Park Christian Church and Creative Neighbors LLC.

item list

Tabled from March 9, 2022 at applicant's request.

- Winter Park Christian Church: Conditional Use approval to build a new replacement church facility on the 1.25 acres of the Lakemont frontage at 740/760 N. Lakemont Avenue, zoned R-1A;
- Creative Neighbors LLC:
 - Ordinance amending the Comprehensive Plan Future Land Use Map; from Institutional to Single Family Residential on the rear 5.25 acres. (1st Reading)
 - Ordinance amending the Zoning Map to change from Single-Family (R-1A) zoning to Planned Unit Residential District (PURD) zoning. (1st Reading)
 - Approval of Preliminary Concept Plan for the Planned Unit Residential District zoning and to provide subdivision plat approval to divide the east/rear 5.25 acres of 740/760 N. Lakemont Avenue to provide for 13 single-family home lots and 12 townhouses lots, common area park and retention tracts.

motion / recommendation

The Planning & Zoning Board voted 5-2 to approve all of the requests except for the Comprehensive Development Plan as recommended and presented by staff.

background

THE FOLLOWING INFORMATION IS NEW SINCE THIS REQUEST WAS TABLED ON MARCH 9TH:

The issues of contention that caused the item to be tabled have been resolved. The applicant has reduced the size of the proposed single-family homes and townhomes to meet both the maximum 43% FAR and maximum 50% impervious coverage, in compliance with traditional R-1A single-family development standards. Staff has also put the project information in a more concise table format attached to this memo.

THE FOLLOWING INFORMATION IS REPEATED FROM THE LAST MEETING:

This application involves multiple requests for the redevelopment of the 6.3 acres of the Winter Park Christian Church properties at 740/760 N. Lakemont Avenue. The request is to rebuild a new Winter Park Christian Church facility on the front 0.93 acres and to use the rear 5.38 acres for the development of 13 single family homes and 12 townhomes.

Individually the requests are:

1. Conditional Use by the Winter Park Christian Church for the construction of a new replacement church facility;
2. Ordinance amending the Comprehensive Plan Future Land Use Map designation of Institutional to Single Family Residential for the rear 5.38 acres. (1st reading)
3. Ordinance amending the Zoning Map on the rear 5.38 acres from Single Family Residential (R-1A) to Planned Unit Residential District (PURD); (1st reading)
4. Request for approval of the Preliminary Concept Plan for a PURD development of 13 single family houses and 12 townhomes; and
5. Subdivision Plat approval to provide for the 13 single family lots and 12 townhouse lots along with the common area and retention along with the dedication of required public streets and easements..

Summary:

The Winter Park Christian Church Inc. (Disciples of Christ) owns the 6.3 acres of property at 740/760 N. Lakemont Avenue, on which they have used for the Church since the late 1950's. In recent years, the Church membership has declined and the Church facilities that were last renovated significantly in 1975, need updating. From that situation arose the idea to sell the rear 5.38 acres of the property for residential development and to rebuild a new Church with modern facilities that would be more visible and hopefully build the congregation. This would be similar to what the Christian Science Church at 650 N. New York Avenue recently accomplished.

Request for Conditional Use for the new Church facility:

The first part of this redevelopment project is to build the new replacement Winter Park Christian Church facility on the 0.93 acres adjacent to Lakemont Avenue. The future land use of the entire site is Institutional and the zoning is Single Family (R-1A), in which Churches are Conditional Uses. The proposed plans, developed by ACI Architects, show a 6,500 sq. ft. facility with 150 seats in the sanctuary and 38 parking spaces. These plans meet the zoning code in all respects including setbacks, building height, parking, storm water retention, etc. Some of the parking will be a grass surface, which is permitted given the "light and infrequent use" of churches. Such parking allows the ability to save a quality live oak trees. There also are parking spaces that back into the roadway, which while not normally permitted, are again allowable given the infrequent usage.

Comprehensive Plan Change for the Residential Development:

The Creative Neighbors LLC requests begin with the need to change the Comprehensive

Plan future land use map designation of Institutional to Single Family Residential on the rear 5.38 acres that will be redeveloped as the Enclave project once the new Church is built. As this is the same Single-Family future land use designation as the surrounding neighborhoods, such a change is consistent and compatible with the existing neighborhoods. Traditional single family is no more than 5 units per acre but up to 8 units per acre are allowed via a PURD. This project will conform to the traditional 5 units per acre standard. This project will also comply with the maximum allowable 43% FAR and 50% impervious coverage.

Zoning Change for the Residential Development:

The Creative Neighbors LLC requests include a change from the existing Single-Family Residential (R-1A) district zoning to the Planned Unit Residential District (PURD) zoning district. The PURD Zoning has been in the Code since the 1970's and is something that has been infrequently used, mostly because there is so little vacant land to develop as new subdivisions. The PURD zoning has been used for the creation of the Waterbridge, Windsong and Pennsylvania Place subdivisions. The essence of the PURD zoning is to allow a variety of housing/lot types and to aggregate the land that would otherwise be allocated to front and back yards into common area park tracts that are more visible and usable by everyone.

The PURD zoning is supposed to be a two-step process. First an applicant gets the approval for the PURD zoning based upon a "Preliminary Concept Plan". Once that is accomplished, the applicant then submits for approval of a "Comprehensive Development Plan". That second part is where any setbacks deviations from traditional single family are outlined and may be approved. That part will come back to the City Commission after review by the P&Z Board in April.

This proposed Preliminary Concept Plan matches the maximum 5 units/acre that would be permitted in the current R-1A zoning. The overall floor area ratio is to be in line with the 43% floor area ratio permitted in the current R-1A zoning. There is a townhouse component for a variety of housing types and a significant common area park tract for all to enjoy. The roadway is a dedicated right-of way with underground utilities within those areas, as is typically the case.

The Planning and Zoning Board and/or City Commission did not approve the "Comprehensive Development Plan" at this time, so any deviations to setbacks will be considered at a later time. The main focus at this time is whether the City Commission is comfortable with this redevelopment proposal, whether the City Commission is comfortable with a mix of townhouses and single-family homes.

Subdivision Plat:

The subdivision plat itself is typical of other neighborhoods in the City. The streets will be

dedicated public streets, with a typical 24 feet of travel roadway width. The alley behind the townhomes will be private which is permitted as a secondary access. A storm water retention area is provided that has been sized to meet the City Code and that of the St. John River Water Management District for the impervious coverage runoff from all of the residential buildings, driveways and streets.

The applicants are requesting one variance which is to have a 41-foot wide right-of-way in lieu of the required 50 feet. That diminishes the 'green' parkway strip between the roadway and the sidewalk but otherwise does not impair the function of the roadway.

Protections for the Adjacent Residential Neighborhoods:

This is a dead-end neighborhood so there is no traffic onto any adjacent roadway other than the four lanes of North Lakemont Avenue. The plan, in addition to the park/open space tract, also has a 20-foot buffer strip of common area around the perimeter of the site that is to function as an open space buffer and walking path. This accomplishes a goal of tree preservation as many of the existing trees are located along those property lines and it also provides some separation from the new homes within the project from those in the adjacent neighborhoods. The applicant has sent notices and held two open houses at the Church to show the neighbors the proposed plans. At the P&Z Hearing, there was opposition from residents living on the west side of Lakemont, which were more concerned about the current conditions of Lakemont and concern of adding more traffic.

Traffic Generation:

These 25 new residential homes will generate a potential 290 vehicle trips per day, as 'net new' traffic assuming the church traffic is a constant. The daily average vehicle traffic on North Lakemont Avenue is about 20,000 cars per day, so this number of vehicles is de minimus.

Summary and Recommendation:

This project does not appear to adversely affect the adjacent neighbors in any fashion and provides creative land use (park site and buffer strip) in return for the combination of townhouse and single-family homes. The project is true to the Comprehensive Plan single-family density limit of 5 units/acre and to the 43% FAR limit and the 50% Impervious coverage limit.

[alternatives / other considerations](#)

[fiscal impact](#)

ATTACHMENTS:

[OCPA Map.JPG](#)

ATTACHMENTS:

[Colored Site Plan.JPG](#)

ATTACHMENTS:

[The Enclave Siteplan ISR and FAR \(Mar 14, 2022\).pdf](#)

ATTACHMENTS:

[WPCC PURD TABLE.pdf](#)

ATTACHMENTS:

[Ord._Lakemont Church_Zoning.doc](#)

ATTACHMENTS:

[Ord._Lakemont Church_Comp. Plan FLU.doc](#)

ATTACHMENTS:

[THE ENCLAVE IN WINTER PARK NARRATIVE.docx](#)

ATTACHMENTS:

[New WP Christian Church plan package.pdf](#)

ATTACHMENTS:

[Sec58-70 PURD Zoning District text.doc](#)





LAND AREA CALCULATIONS

Church Use (Not Included in FAR)	40,274 s.f.
ROW (Not Included in FAR)	37,021 s.f.
Residential Use	197,489 s.f.
TOTAL LAND AREA	274,784 s.f.

BUILDABLE AREA CALCULATIONS

<u>Townhouses</u>	
1 st Floor under air	1,518 s.f.
2 nd Floor under air	1,106 s.f.
Total under air	2,624 s.f.
Garage	467 s.f.
Total for FAR Calculation	3,091 s.f.
Open air entry	41 s.f.
Open air lanai	140 s.f.
Total SF	3,272 s.f.

Single Family Residences (Restricted to a Maximum FAR per Lot)

<u>LOTS</u>	<u>Lot Size</u>		<u>Home Size</u>	<u>Garage</u>
A	7,034 s.f.	x	0.51 FAR	=
B	7,034 s.f.	x	0.51 FAR	=
C	7,034 s.f.	x	0.51 FAR	=
D	7,034 s.f.	x	0.51 FAR	=
E	7,504 s.f.	x	0.51 FAR	=

Conditional Use Site Plan Review: 740/760 N. Lakemont Avenue (Residential Development)*

	R-1A Requirements	Existing Site	Proposed Residential	Proposed Institutional
Zoning	N/A	R-1A	PURD	PURD
Future Land Use	N/A	Institutional	Single-Family Residential	Institutional
Total Lot Area (Acres)	N/A	6.37 acres	5.38 acres	0.98 acres
Total Lot Area (Square feet)	N/A	277,477 sq. ft.	197,489 sq. ft. after removal of ROW*	40,274 sq. ft.*
Building Use(s)	N/A	Institutional (Church)	Single-Family Residential	Institutional (Church)
Permitted Units Per Acre	5	5	8	8
Proposed Units Per Acre	N/A	N/A	5	N/A
Total Units Permitted	N/A	32	26	4
Number of Units Proposed	N/A	N/A	13 single-family houses/ 12 Townhouses	N/A
Proposed Units per Acre	N/A	N/A	4.7	N/A
Floor Area Ratio	38%; 43% Max. w/ Bonus****	N/A	42.99%***	16.26%
Impervious Lot Coverage	60% (single-story)/ 50% (two-story)	N/A	50%***	49.49%
Building Height	30 ft.	N/A	30-32 ft.**	33 ft.-8 in.
Max. Building Floors	2	1	2	2
Permitted Parking Spaces	2/unit	N/A	2/unit	See note below*****
Total Parking Spaces	N/A	50 +/-	50	23 asphalt/17 turf
Setbacks	-	-	TBD**	TBD**
Individual Lot Area (Square feet)	8,500 sq. ft.	N/A	7,034-8,107 sq. ft.**	N/A
Lot Width	75 ft./85 ft. (Corner Lots)	N/A	57-62 ft.**	N/A
Lot Depth	N/A	N/A	107.21-134.11 ft.**	N/A

***Based off of Applicant's Submitted Land Area Development Standards**

**Single-family lot sizes vary (setbacks to be determined by Planning and Zoning Board and City Commission with the approval of the Comprehensive Development Plan)

***For total residential portion including townhouse/single-family lots and common areas

****FAR may be increased up to 5% over the allowable 38% so long as the increased side setback standards for R-1A lots are met (1% increase in FAR for every 1% increase in lot width used to calculate side setbacks)

*****One parking space for each four seats plus one parking space for each official resident on the premises plus additional parking spaces equal in number to 50% of the number of permanent employees.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE",
ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO
AS TO CHANGE THE ZONING FROM SINGLE FAMILY (R-1A)
TO PLANNED UNIT RESIDENTIAL (PURD) DISTRICT ZONING
ON THE REAR 5.25 ACRES OF THE WINTER PARK CHRISTIAN
CHAURCH PROPERTIES AT 740/760 N. LAKEMONT AVENUE,
MORE PARTICULARLY DESCRIBED HEREIN.**

WHEREAS, the City Commission intends to change the Zoning designation on the portion of the Winter Park Christian Church properties no longer intended for use by the Church, 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 change the Zoning designation of Single Family Residential (R-1A) district zoning to Planned Unit Residential (PURD) district zoning on the rear 5.25 acres of the Winter Park Christian Church properties at 740/760 N. Lakemont Avenue.

SECTION 2. This ordinance shall become effective upon the effective date of the change to the future land use amendment for this property.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2022.

Mayor Phillip Anderson

Attest:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO AMEND THE FUTURE LAND USE MAP SO AS TO CHANGE THE REAR 5.25 ACRES OF THE WINTER PARK CHRISTIAN CHURCH PROPERTY AT 740/760 N. LAKEMONT AVENUE FROM INSTITUTIONAL TO SINGLE FAMILY RESIDENTIAL, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the City Commission intends to amend its Comprehensive Plan to establish a single-family future land use on the remaining portion of the Winter Park Christian Church property no longer to be used by the Church. 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 BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, 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 Single Family Residential future land use designation on the rear 5.25 acres of the Winter Park Christian Church properties at 740/760 N. Lakemont Avenue

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 at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2022.

Mayor Phillip Anderson

Attest:

City Clerk

THE ENCLAVE IN WINTER PARK

DEVELOPMENT SUMMARY

The Winter Park Christian Church (Disciples of Christ) was conceived in the late 1950's and is one of Winter Park's best examples of a uniquely-unsuspecting property. Located at 740 & 760 N. Lakemont Ave, this property is in close proximity to Lakemont Elementary School, The Lakemont YMCA and Phelps Park. With over six acres of land, The Winter Park Christian Church currently accommodates a school facility, 200 seat sanctuary, fellowship hall and meeting space (also the local voting center for its precinct) in three buildings totaling almost 13, 000 square feet.

At present, the church and its accessory structures have fallen into disrepair and are outdated for today's needs. To avoid closing the church due to insufficient funds necessary to improve the property, ACI Architects (headed by Larry Adams) was tasked with planning a full redevelopment of the site that would include the construction of a new Church (to be located on Lakemont Ave) and a new residential sub-division to be tucked behind on the remaining 5+ acres. The proposed re-development plan before you is the result of two equally necessary components of a thriving community... Worship, counseling and fellowship resource and creative community residences.

Our proposal suggests a new single story, 150 seat, 6,500 sq. ft. "traditional style" Church facility located directly on Lakemont Ave featuring a centralized park with mature oak and magnolia tree canopy, parking for 38 vehicles and a circular drop-off drive to accommodate all who visit. Additionally, in order to fund the new Church facility, Creative Neighbors, LLC will develop a new residential community offering 12 unit "Dual-Villa" townhomes and 13 single family lots encompassing *The Enclave in Winter Park*.

The twelve townhome villas are designed with only two units per building allowing for generous "recess and projections" and adequate "solids & voids", paramount when creating unique residences. Each townhome shall have a personalized elevation with one distinguishable entry per structure (giving the appearance of a single family residence. The Villas of 3,316 sq. ft. in size, will offer 2800 sq. ft. (conditioned) space, 4

bedrooms, optional elevator, 150 sq. ft. open-landscaped courtyard, 2-car garage with two additional off-street parking spaces and open porches.

The thirteen single family lots range in size from 6,471 sq. ft. to over 7,912 sq. ft. and will be designed individually by each buyer and constructed by one of three selected local contractors. Design variety is our top priority and will be overseen by the association/developer.

The Enclave in Winter Park will feature a 1/3 acre “*Center Park*” that will feature mature tree canopy and a starting point for the ½ mile fitness pathway along the perimeter of the property. We have carefully designed the development to protect over 90% of existing trees and will work to prune, protect and encourage continued growth of the enormous Oak trees throughout our new community.

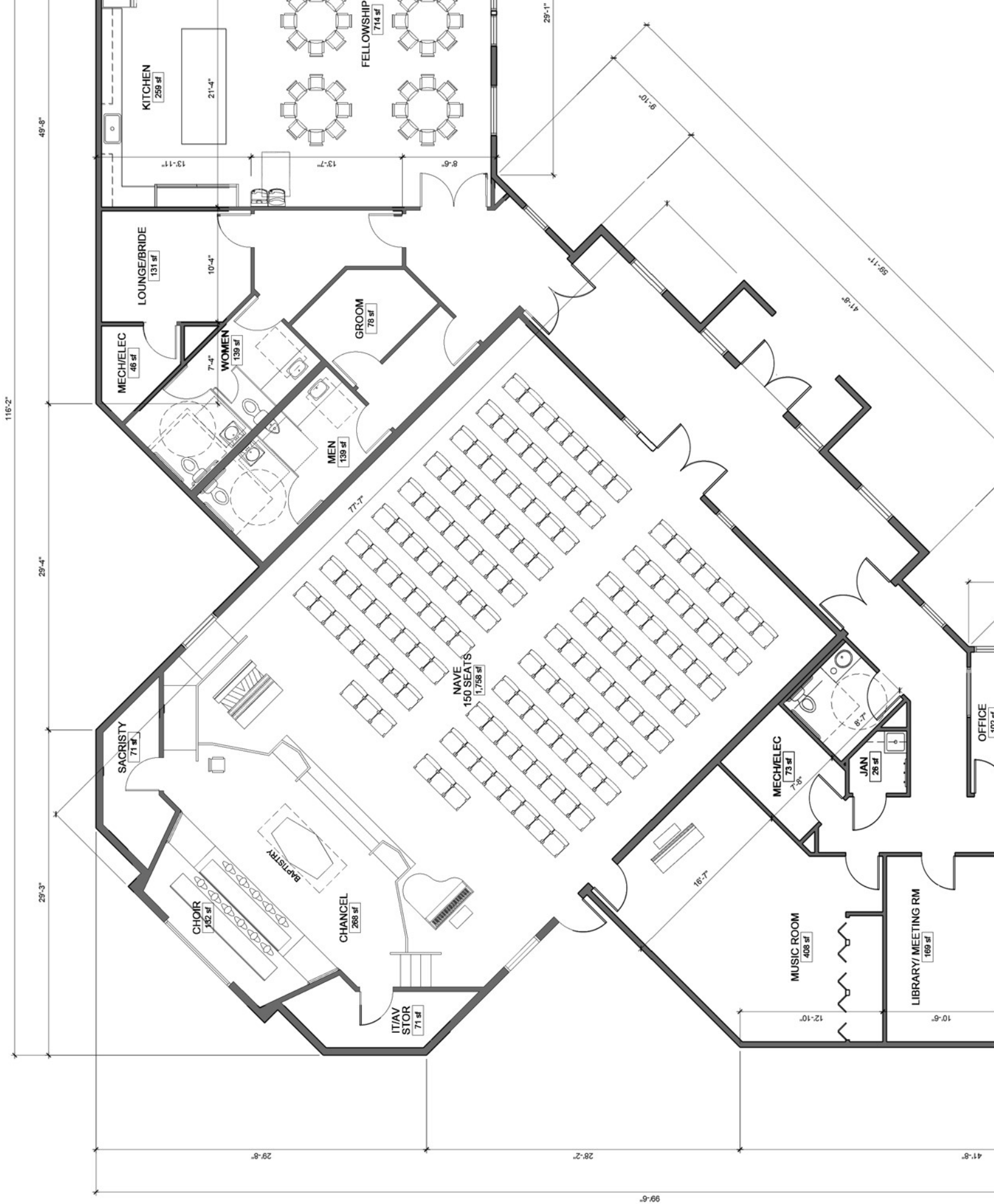
We look forward to presenting our new project...The Enclave in Winter Park.

Thank you,

Creative Neighbors, LLC



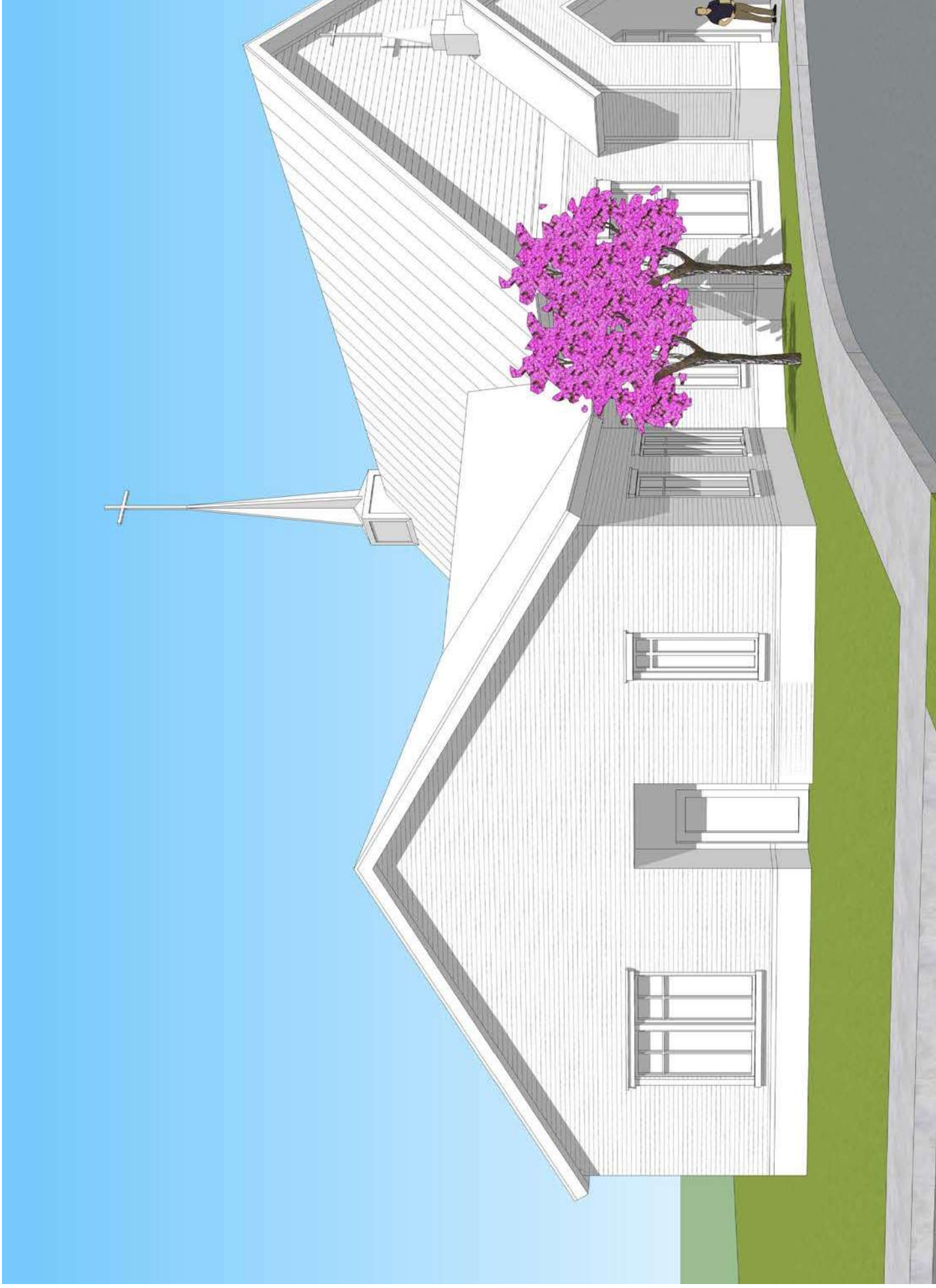


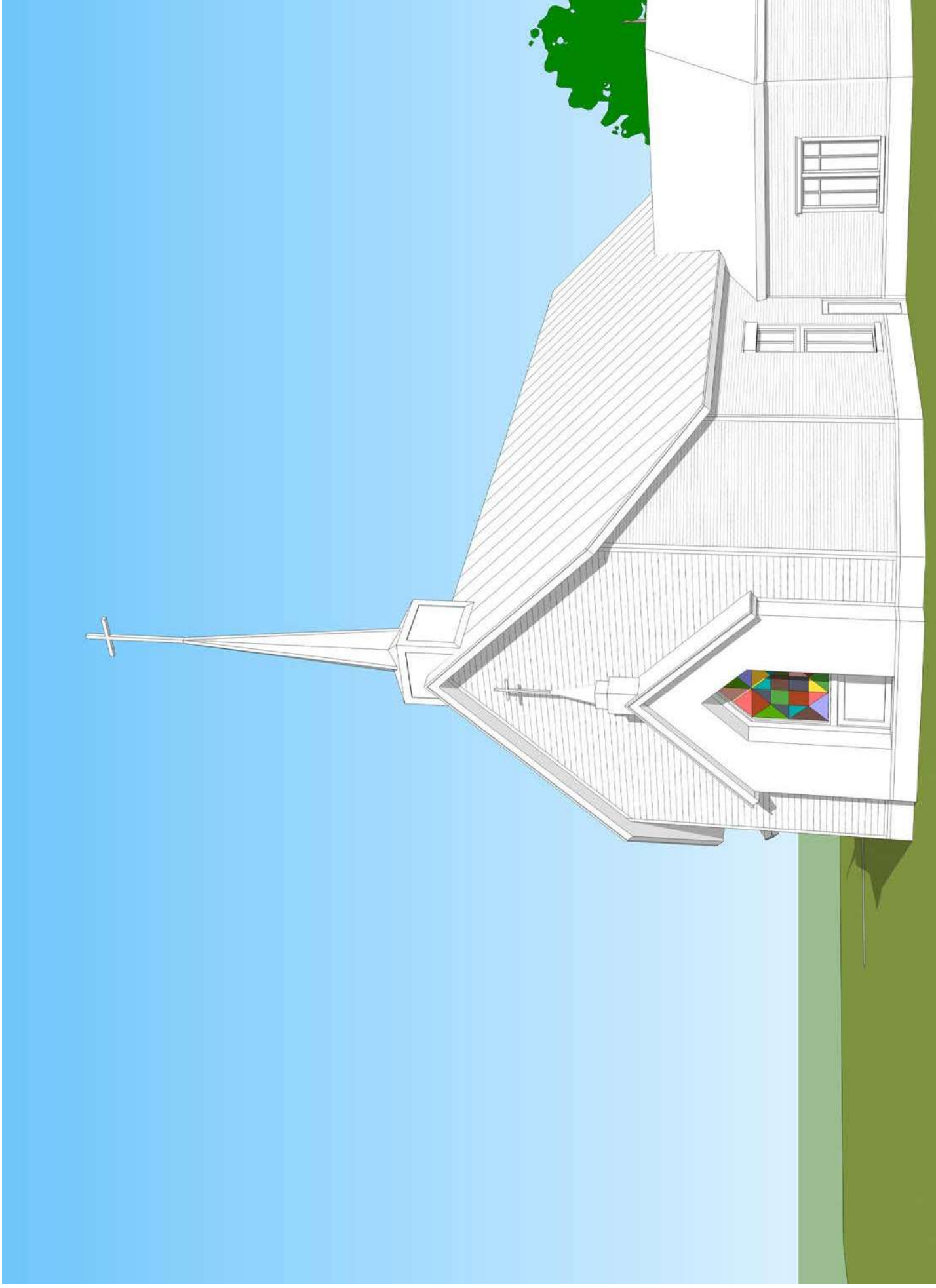














Sec. 58-70. Planned Unit Residential Development (PURD) District.

(a) Purpose and intent.

(1) The planned unit residential development (PURD) district is established to encourage the development of large tracts of land as planned residential areas which provide a more varied and interesting urban pattern and are capable of incorporating new demands in the housing market and changes in design and technology in the building industry.

(2) Further, the objectives of the PURD district include:

- a. To provide a more desirable living environment than would be possible through the strict application of article requirements;
- b. To encourage developers to use a more creative approach in the development of land;
- c. To encourage a more efficient allocation and maintenance by private initiative of common open spaces within new residential areas;
- d. To encourage variety in the physical development pattern of the city;
- e. To provide for more efficient use of those public facilities and utilities required in connection with the new residential development;
- f. To encourage a variety of dwelling and building types within a neighborhood area; and
- g. To place emphasis on the density of dwelling units per acre rather than on minimum lot sizes, thereby permitting and encouraging a developer to preserve scenic and natural amenities.

(b) *Permitted uses.* The uses permitted within this district shall be primarily residential in character, and may include the following:

- (1) Single family detached dwellings;
- (2) Duplex townhouses or cluster housing but excluding garden apartments or density in a single building beyond that defined in this article;
- (3) Multiple-family dwellings provided, however, in no case shall the building height as defined in this article exceed 35 feet. Parapet walls or mechanical equipment and related structures may be added to the building height but in no case shall extend more than five feet above the height limitation established in this section;
- (4) Parks and recreational areas;
- (5) Churches.

(c) *Development requirements and standards for approval.*

(1) The parcel for which a PURD is proposed must be compact in shape and be in a single ownership or control. The parcel must be a minimum of two acres in size.

(2) The overall density of development permitted on this tract shall not exceed five units per acre for properties designated as single-family in the comprehensive plan or ten units per acre for properties designated as low density or multi-family in the comprehensive plan. This calculation shall not include the land areas to be dedicated as road right-of-ways or stormwater retention areas necessary for those road right-of-ways. The residential units permitted in this district may be provided by a mixture of housing types provided that the number of multi-family units does not exceed 50 percent of the total residential units; the remaining units shall include cluster housing, attached and detached single family residences.

(3) Minimum land area per residential unit:
Single family detached . . . 5,000 sq. ft.
Cluster housing/townhouse . . . 2,500 sq. ft.
Multiple-family unit . . . 1,500 sq. ft.

(4) Minimum land area per residential unit reserved in common open space:
Single family detached . . . 1,000 sq. ft.
Townhouse/cluster housing . . . 2,000 sq. ft.
Multiple-family unit . . . 2,500 sq. ft.
(Required stormwater retention areas shall not be counted toward meeting this requirement.)

(5) Minimum living area per residential unit:
Single family detached . . . 1,500 sq. ft.
Cluster house . . . 1,200 sq. ft.
Townhouse . . . 1,000 sq. ft.
Multiple-family unit . . . 750 sq. ft.

(6) There shall be no minimum setbacks, no minimum percentage of lot coverage and no minimum lot widths unless otherwise stated in this section. However, the location of proposed structures shall be shown on the development plan and the development of the PURD shall be subject to the minimum lot size, setback lines, lot coverage or floor area, specified in the approved plan. The proposed location arrangement of structures shall not be detrimental to existing or proposed adjacent dwellings or to the development of the neighborhood.

(7) When development standards are not proposed and adopted that are different than the applicable single family or low density building and accessory structure requirements, the regulations of this article shall apply.

(8) A minimum of two off-street parking spaces shall be provided for each residential unit in the planned unit residential development. For single family attached and detached houses, these spaces shall be provided on each residential lot; for the multiple-family units, parking may be provided in small parking areas adjacent to the units served.

(9) All streets within the PURD shall meet all the requirements outlined in the city's subdivision regulations.

(10) The common open space and recreational areas may be deeded to the city for general public use. If the city does not accept this land or the developer elects not to offer the areas for general public use, the developer of the PURD shall provide a legally constituted homeowners association which owns and maintains this common open space property. The legal instruments of this association shall be reviewed and shall be acceptable to the city commission. If the

property is owned by such an association, this property shall be subject to the city ad valorem taxes. The legal instrument creating this association shall be approved by the city commission.

(11) The perimeter of the planned unit residential development shall contain a buffer or setback strip of 50 feet to any adjacent private property, if the development includes any building over 30 feet in height. Otherwise a buffer or setback strip of 20 feet shall be provided. When a development contains buildings of differing heights, the buffer or setback strip shall be determined by the height of the building closest to the adjacent private property. No buildings, parking lots or other structures may be located within this area. However, swimming pools and pool decks may be permitted in these buffer areas subject to the normal residential setback requirements. The planning and zoning commission may recommend and the city commission may approve the erection of a fence or wall or the location of other buildings or structures within this buffer area if it is located adjacent to a public street and if those buildings or structures are consistent with the character of the surrounding area or as deemed appropriate to protect the privacy and amenities of the adjacent existing uses. This buffer area may be included in the required open space, but is not required to be, if this land is open to common use and not fenced for the private use of the adjacent residential unit.

(12) After the completion of a planned unit residential development, the use of the land and the construction, modification or alteration of any buildings or structures within the area covered by the plan shall be regulated by the approved development plan which shall be retained in the office of the building and zoning department of the city.

(13) No changes may be made in the approved development plan except as provided below:

a. Minor extensions, alterations or modifications of existing buildings or structures may be permitted after review and approval by the building official provided they are substantially consistent with the purposes and intent of the development plan.

b. Substantial change in permitted uses, location of buildings or other specifications of the development plan may be permitted, but only after public hearing and approval by the city commission upon receipt of the recommendation of the planning and zoning commission.

(d) *Review and approval procedure.* An application for a PURD shall be considered administratively as a petition for rezoning and will be subject to those procedures established in this article. Because of the nature of this district, additional procedures and requirements must be required; these are outlined in the following paragraphs. The application and additional supportive data shall be submitted to the building official.

(1) *Pre-application conference.* The applicant for a PURD is encouraged to confer with the city's administrative staff prior to submitting a formal application to discuss the general concept of the plan and to obtain information regarding projected programs and other matters of the city which might affect the development.

(2) *Preliminary concept plan.*

a. Applications for PURD districts shall be accompanied by a preliminary concept plan and supporting documents that properly present necessary basic data such as the location and size of the entire proposed development, the existing and proposed land uses by type and density, the location of existing streets and highways, the location of streets proposed in the development, public uses, such as parks, playgrounds or other open spaces, and typical

examples of various proposed buildings. The applicant shall also identify the present ownership of all land included in the development, indicate the expected sequence of development, and define the objectives and intent of the planned unit residential development.

b. An application for approval of the planned unit residential development (PURD) shall be reviewed by the planning and zoning commission and the city commission in public hearings with final approval being given by the city commission. In the review the following points will be considered:

1. Adherence to the city's comprehensive planning policies;
2. The proper relation between the proposed development and the surrounding uses, and the effect of the plan upon the city's comprehensive plan;
3. The adequacy of existing and proposed streets, utilities, and other public services to serve the development;
4. The character, design and appropriateness of the proposed land uses and their adequacy to encourage desirable living conditions, to provide separation and screening between uses where desirable to preserve the natural amenities of the land; and
5. The adequacy of open space areas and recreation facilities within the PURD. If a PURD district is approved, the building official shall change the zoning map to designate the appropriate PURD district and the date of approval. Planned unit residential developments shall also be subject to approval by the city commission receiving upon the recommendation of the planning and zoning commission of a comprehensive development plan (which shall substantially comply with the approved concept plan) prior to issuance of permits or authorization of development.

(3) *Comprehensive development plan.* The application shall be supported by a development plan and a written summary of intent, and shall show the relation between the proposed development and the surrounding area, both existing and proposed. The following information shall also be presented for review:

- a. A general location map;
- b. Existing topographic conditions, including contour intervals of one foot based on field surveys or photogrammetric methods;
- c. The existing and proposed land uses and the proposed location of all buildings or structures in the PURD;
- d. The location of existing and proposed streets and major thoroughfares;
- e. The location of all existing and proposed utilities, including a preliminary utility and drainage plan;
- f. The present zoning of the surrounding area;
- g. A legal description of the subject property;

h. The location and use of existing and proposed public, semipublic, or community facilities such as schools, parks and open spaces. This will include areas proposed to be dedicated or reserved for community or public use as required by this district;

i. Perspective drawings of representative building types except for detached single-family dwellings and their accessory buildings. These drawings should indicate general architectural type and appearance; and

j. If a proposed development creates special problems or involves unusual circumstances or if the planning and zoning commission desires additional information to more adequately evaluate the proposal, such data may be required. Examples include an off-street parking and loading plan, an economic feasibility report or market analysis, a traffic study and circulation plan for the area or any other information needed.

(4) *Development report.* The applicant shall submit a written statement with the plan that shall include the following information:

a. A state of the present ownership of all land within the proposed development;

b. An explanation of the character of the PURD, including a summary of acres for each use, the number of dwelling units and the gross density by type of land use. The statement shall include standards for floor area ratio, lot size, yard and spacing requirements for each type of dwelling unit. In the event any standards are not included in the development report, the applicable zoning standards for the single family, cluster housing or multi-family housing shall be utilized. This shall apply to the principal structure as well as any accessory structures such as swimming pools, fences, walls, etc.

c. A general statement of the proposed development schedule and progression of unit division or staging;

d. Statement giving the proposed ownership of the multiple-family units; and

e. Agreements, provisions and covenants which govern the use, maintenance, and protection of the development of common or open areas where public dedication is not contemplated.

(5) *Staff review.* After all required information has been received, the administrative staff of the city will have 30 days to review it. During this time, the staff may require the applicant to provide additional information which it deems necessary to adequately consider the comprehensive development plan.

(6) *Public hearings.* After this review period, the planning and zoning commission and city commission will hold public hearings. The administrative staff will present its recommendations to the commissions at these hearings. Approval of the comprehensive development plan will be contingent upon its conformance to the approved preliminary concept plan.

(7) *Subdivision plan.* The applicant may file a preliminary subdivision plan with the development plan in order that tentative approval of the subdivision may be granted by the planning and zoning commission. In no case, however, shall subdivision approval precede approval of the development plan. The building official shall issue building permits for structures in the area covered by the approved comprehensive development plan if they are in substantial conformity with the approved preliminary concept plan, the development schedule, and with all

other applicable regulations. If the developer questions the building official, the matter will be resolved by the planning and zoning commission.

(8) *Revision of comprehensive development plan.* Any major or substantial changes in the approved comprehensive development plan which affects the intent and character of the development, the land use pattern and density, the location or dimensions of streets or structures, or similar substantial changes shall be reviewed and approved by the city commission subsequent to the receipt of the recommendation of the planning and zoning commission. A request for a revision of the comprehensive development plan shall be supported by a written statement of why the revisions are necessary or desirable. The planning and zoning commission or city commission may require any additional supportive data they deem necessary.

(9) *Duration of approval.* Approval by the city commission shall be for one year or the submitted development schedule. If no construction has begun within one year after approval of the development plan, or if the applicant fails to maintain the approved development schedule, the approval of the comprehensive development plan shall lapse and be of no further effect. If the approval of the comprehensive development plan lapses under this provision the comprehensive development plan shall automatically be removed from the official zoning map and the area shall automatically revert back to the zoning district which applied to the area prior to the approval of the comprehensive development plan. The city clerk shall also file a notice of revocation with the recorded comprehensive development plan.

(e) Approved development plan standards for approved PURD's. Except as shown below, the applicable zoning standards (based on the comprehensive plan) shall apply for all principal and accessory structures. In addition, for Waterbridge and Windsong subdivisions, the development standards of Section 58-65 Lakefront (R-1AAA) District, subsection (f)(8) "Side wall articulation" shall be applied and other development standards of Section 58-65(f) may be applied except where the approved Windsong and Waterbridge development standards contain more restrictive requirements.

(1) Winter Park Oaks and Waterbridge as shown below:

Setbacks	Winter Park Oaks	Waterbridge
Front	20'	25' Single Family 20' Zero Lot Line
Side	5'	10' Single Family 10' (one side) Zero Lot Line
Rear	10' lots 1-20 & 26-40 15' lots 21-25	20' Single Family 10' Zero Lot Line

- (2) Alabama Hotel: Only as shown on development plan report.
- (3) Winter Park Towers Village: Only as shown on development plan report.
- (4) Genius or Windsong property as shown below:

Lot Type*	A	B	C(12)	D(9)	E(11)	F(10)	G(8)
Lot width	200'	150'	125'	125'	100'	100'	60'
Lot depth	435'	300'	200'	150'	150'	100'	105'
Max. density (DU/AC)	.5	.97	1.7	2.3	2.9	4.4	6.0
Minimum Setbacks:							
Front	50'	35'	25'	25'	25'(1)(2)	20'(1)	15'(3)
Side	30'	25'	15'	15'	10'	10'	5'
Rear	75'	50'	25'	25'	25'	20'	20'
Lake (4) (5)	75'	75'	75'	--	--	--	--
Min. living area	2,500 s.f.	2,000 s.f.	1,800 s.f.	1,500 s.f.	1,500 s.f.	1,500 s.f.	1,200 s.f.
Max. height	40'	35'	35'	35'	35'	35'	30'
Max F.A.R. (%)	20%	25%	30%	33%	33%	38%	45%(6)
Max. impervious surface (%)	35%	40%	45%	50%	50%	50%	55%(7)
1. The front setback may be reduced to 20 feet if the house includes a front porch. 2. The front setback may be reduced to 20 feet if the lot fronts upon a common green/park. 3. Garages must be set back a minimum of ten feet behind the primary facade line. (please see Item 14 below for exceptions) 4. Setback is from normal high water elevation. 5. Minimum setback for all site improvements, (pools, patio, etc.). 6. The maximum FAR on all lots within Windsong-Elizabeth's Walk will be 45 percent, except for lots 2-6, 9-20, 49-50, and 61-62, for which the maximum FAR will be 55 percent; and lots 33-47, for which the maximum FAR will be 33 percent. 7. The maximum impervious surface on all lots within Windsong-Elizabeth's Walk will be 55 percent, except for lots 2-6, 9-20, 49-50, and 61-62, for which the maximum impervious surface will be 65 percent; and lots 33-47, for which the maximum impervious surface will be 50 percent. All other development standards for lots 33-47 Windsong-Elizabeth's Walk, shall conform to those listed as Type "E" lots referenced above. 8. The house constructed on Windsong-Elizabeth's Walk, lot 1 will be limited to single story in height. 9. Lots 13 and 32-34 in Windsong-North Shore are less than 18,750 sq. ft. and less than 125 feet in width, as approved by the city commission. 10. The minimum lot width for lots 6 and 7, Windsong-Lakeside Section One is 87.5 feet; for lots 8-10 Windsong-Lakeside Section One the minimum lot width is 90 feet; and the minimum lot width for lots 1-12 Windsong-North Shore is 95 feet, as approved by the city commission. 11. The rear yard setback for lots 39 and 40 Windsong-Lookout Landing shall be 35 feet, and the house on these two lots shall be limited to single story in height. 12. Lots are permitted 35 feet of building height, if side setbacks to that second story component over 30 feet in height are increased to 15 feet.							

13. As per Windsong-Lakeside Section One, the front setback on Mizell Avenue for new construction after October 1, 2001 shall be 20 feet for lot 1, 25 feet for lot 2, 30 feet for lots 3, 4 and 5, 40 feet for lots 6 and 7 and 30 feet for lots 8, 9 and 10.

14. The waters edge for any pool on all of the lots within Windsong (lot types A--G) may be placed to the edge of the respective minimum side yard setback referenced above, and to within 10 feet of all rear property lines, within the respective rear yard setback. Pool decks may be placed within the side or rear yard setback, up to one-half of the distance within the respective side or rear setback for a particular lot type. Screen pool enclosures may be permitted at a ten-foot set back if limited to one-story in height, as per zoning regulations. Setbacks on lakefront lots may be permitted by the planning and zoning commission at a 60 feet setback in lieu of the required 75-foot setback and the side setbacks on lakefront lots may also be reduced to 12.5 feet in lieu of the required 25 feet by the planning and zoning commission if deemed advisable to preserve existing trees

15. As to Elizabeth's Walk, the following additional development standards shall apply:

(a) HVAC equipment may be placed within the side yard setback lines for lots 1-32 and 48-71 Elizabeth's Walk. To screen the equipment from the adjacent lot, a minimum four-foot high stucco-concrete block and/or brick screen wall, shall be constructed on the side yard property line. If visible from the front street, landscaping shall be used in front of said HVAC equipment, so as to screen the equipment from the front;

(b) The front and rear yard setbacks for lots 2-6, 9-20, 30-31, 48-51 and 60-63 Elizabeth's Walk may be reduced to ten feet provided the front and rear setback is ten feet only on houses with front side entry and rear side entry garages. In addition, the front yard setback may be further reduced by three feet on lots 1-32 and 48-71, in Elizabeth's Walk, in the event the additional three-foot setback relief is utilized for a deeper front open porch on the respective house. On any lot where the front and rear yard setback is reduced to ten feet, a corresponding increase in the side yard setback will be required, as follows:

- On houses that are two-story with a front garage, the side setbacks will increase to 13 feet total (with five feet minimum on one side).

- On houses that are one-story with a rear-entry garage, the side setbacks will increase to 15 feet total (with five feet minimum on one side).

- On houses that are two-story with a rear-entry garage, the side setbacks will increase to 20 feet total (with seven feet six inches minimum on one side).

- On houses that are one-story with a front garage, the side yard setbacks shall remain ten feet total (with five feet on each side).

- On houses that have a front-entry garage (garage doors facing the street), the garage front facade shall be setback a minimum to ten feet behind the primary house facade line. If the front garage plan has a side-entry or courtyard-entry garage (no garage doors facing the street), the garage front facade may be placed at the respective front yard setback line.

(c) All corner lots shall be allowed to have rear-entry garage plans, with the driveway exiting the side street.

(d) Any lots with a rear-entry garage may be connected to the main house by an enclosed or unenclosed breeze way, which connection will be counted in the FAR for the house,

(e) All front garages on any lot with a reduced front yard setback must be one-story in height and function, and all rear-entry garages which back up to Glenridge Way must be one-story in height and function, however Lots 2-6 Elizabeth's Walk, which back up to Preserve Point Drive, may have a two-story function on the rear-entry garage, subject to additional tree plantings within the rear of said lot, or within the landscaping buffer outside the lot and the seven-foot Preserve Point wall, to screen any two-story function on said lot.

*See Plats of Windsong--Chart Attached

Lot types A-F may utilize a five percent increase in floor area ratio in accordance with the provisions of Section 58-65 "Lakefront (R-1AAA) District" subsection (f), paragraph (8) "d" and table notes in accordance with the lot width.

One-story dwelling provisions: Homes in all lot types (A--G) limited to one-story with a maximum building height of 25 feet may utilize an additional five percent increase in the allowable floor area ratio and a maximum impervious coverage of 60 percent. These one-story homes which qualify for the five percent floor area ratio increase shall use a maximum floor area of 5,200 square feet on lots with areas of 11,600 square feet to 13,600 square feet.

(5) Pennsylvania Place property as shown below:

a. Lots 1 and 29:

15-foot side buffer on the outside of each lot (side facing adjoining property).

Ten-foot side setback on inside of each lot (side facing neighboring home within the property).

Front and rear setbacks 25 feet.

b. Lot 2:

20-foot street side setback.

Ten-foot interior side setback.

Front and rear setback 25 feet.

c. Lots 3--16:

Side setbacks of 5 feet, both sides.

Front setbacks of 25 feet.

Rear setbacks, 25 feet from centerline.

d. Lots 17--20:

Setback 15 feet from closest edge of access easement.

Setback 20 feet from closest edge of pavement.

Ten-foot side setbacks.

e. Lots 21--27:

Front setback 25 feet.

Rear setback 20 feet from closest edge of pavement.

Ten-foot side setbacks.

f. Lot 28:

Front and rear setback 25 feet.

Ten-foot side setbacks.

g. Corner lots 21, 24 and 25:

20-foot street side setback.

h. Maximum floor area ratio for all lots is 38 percent.

i. No additional setback for the second story up to 30 feet in height and on lots 90 feet or greater, 35 feet is permitted with a side setback of 15 feet to that second story component over 30 feet in height.

j. Impervious coverage up to 50 percent (excluding private alleys) and up to 55 percent for one-story houses without semi-circular driveways.

k. Lots with 25-foot street front setbacks may reduce front setback five feet for front porch.

(6) Within the single-family lots of Waterbridge Subdivision and on Lot types A through E in the Windsong Subdivision containing residences that are 5,000 square feet or larger in gross floor area, a second kitchen may be included in a dwelling or cabana subject to not having a separate utility meter and not allowing this portion of the dwelling to be rented, let or hired out for occupancy whether compensations be paid directly or indirectly and subject to executing a deed restriction which outlines the above restrictions. That deed restriction shall be recorded prior to the issuance of the building permit and shall be removed only with the consent of the city.

(Ord. No. 2296, §§ 1, 2, 4-13-99; Ord. No. 2336, § 1, 12-14-99; Ord. No. 2344, §§ 1, 2, 5-9-00; Ord. No. 2443-01, § 3, 10-9-01; Ord. No. 2453-02, § 1, 1-8-02; Ord. No. 2510-03, § 3, 4-8-03; Ord. No. 2601-04, § 3, 9-13-04)



City Commission **agenda item**

item type Public Hearings	meeting date March 23, 2022
prepared by Jeffrey Briggs	approved by John Harbilas, Bronce Stephenson, Jeffrey Briggs, Randy Knight
board approval Completed	
strategic objective	

subject

Requests of Winter Park Town Center Ltd. (Winter Park Village).

item list

Continued from February 23, 2022 at applicant's request. Applicant has requested continuance to April 13, 2022

- Conditional Use approval to construct a central architectural tower at a height of 63 feet, which requires a variance of 8 feet above the 55 feet (Regal Cinemas at Winter Park Village).
- Conditional Use approval for the installation of three electronic signs on the front façade of Regal Cinemas which require variances for oversized wall signs and for sign type not permitted.

motion / recommendation

The Planning and Zoning Board voted 5-2 to recommend approval of the Conditional Use for the architectural tower and the electronic signs to the City Commission with the following conditions, as proposed by the applicant:

1. There must be no offsite advertisements displayed on the electronic screens;
2. The lighting must only be on during the theatre business hours;
3. The electronic screens should have no sound; and
4. Only movie trailers are allowed to be shown on the electronic screens.

The implementation of this approval and conditions would be done via a Development Agreement, which may also, at the discretion of the City Commission, include a Hold Harmless provision regarding electronic signage and any traffic safety issues that might accompany their operation.

background

As part of their overall site and façade improvements to the entire Winter Park Village, along with the addition of several new businesses, the applicant is proposing to make several façade changes to the Regal Cinemas building, including the addition of an architectural tower at a height of 63 feet tall and three electronic signs along the front

façade, at a total size of just over 1,550 square feet.

Architectural Tower Request:

The first part of this request, is to permit the central architectural tower at a height of 63 feet. The property is zoned C-1 which has a maximum height limit of 55 feet, therefore an 8-foot variance is requested. Section 58-84, provided in full below, permits the City Commission, based on a recommendation of the Planning and Zoning Board, to allow up to eight feet of additional height for architectural towers, spires, chimneys, or other architectural appendages, etc., based on a finding that said features are compatible with adjacent properties.

Sec. 58-84. – General provisions for nonresidential zoning districts.

(c) Architectural towers, spires, chimneys, or other architectural appendages, etc.

(1) Any architectural tower, spire, chimney, flag pole or other architectural appendage to a building shall conform to that districts height limit. However, when necessary to meet the building code requirements, chimneys may exceed the height by that minimum required distance.

(2) If provided for within the respective nonresidential zoning district, architectural appendages, embellishments and other architectural features may be permitted to exceed the roof heights specified in that section, on a limited basis encompassing no more than 30 percent of the building roof length and area, up to eight feet of additional height upon approval of the city commission, based on a finding that said features are compatible with adjacent projects. For any such approval not part of a conditional use request, the planning and zoning commission will review the plans at a public hearing after the notification of such request is mailed to all owners of property within 500 feet. The planning and zoning commission will make a recommendation to the city commission for their final decision.

The applicant's request of 63 feet, adheres to this 8-foot increase provision. Further, the width of the architectural tower does not exceed thirty percent (30%) of the building roof length and area, adhering to the other requirement of Section 58-84. The proposed architectural tower is significantly smaller in overall length and area compared to what exists today. The tower is proposed to be backlit and will not be lit on the east side, which faces single-family residential properties.

Electronic Signage Request:

The second half of this request, pertains to the proposed electronic signage along the front façade of Regal Cinemas. The three proposed signs are a total size of roughly 1,550 square feet and are fully located on the private property owned by the applicant. Section 58-135 of the City Sign Code includes animated signs, flashing signs, automatic changing signs, electronic and inflatable signs as prohibited throughout the City with a limited exception for messages limited to time, temperature, date and other public service non-

advertising copy. The signs as proposed, do not conform to this limited exception, and are therefore considered prohibited as electronic signs per Section 58-135.

Section 58-138(b), however provides that "the city commission shall be empowered to grant variances from the terms of this article and to permit signs otherwise prohibited by this article as deemed appropriate via agreements regarding nonconforming or prohibited signs on private properties as deemed necessary to fulfill the goals of the city, in improving the aesthetic appeal of the city, in reducing the number of outdoor advertising signs and in preserving and protecting historic or architecturally significant signs."

Therefore, the City Commission, on a finding based upon the criteria outlined above, has the authority to grant a variance for the type, location, height and size of the electronic signage as proposed by the applicant, which would otherwise be prohibited. The signage is very central to a large property, located over 500 feet from the public right-of-way of 17-92. The applicant will state their case for the granting of the variance to allow the signage and how potential impacts would be mitigated. The Code provides that the City Commission is to make decisions based on recommendations of the Planning and Zoning Board, staff will not be providing a recommendation for this request.

However, as part of the Conditional Use, one of the standards for approval per Sec. 58-70(j) is that "the traffic generated shall not raise any traffic safety hazards". The Planning & Zoning Board questioned the distraction factor to drivers from these electronic signs. Staff has suggested to the applicant that their traffic consultant should support that conclusion, as nothing submitted supports or refutes whether that standard is being met. To that end, a Hold Harmless agreement would clear the City from any liability of this decision to approve electronic signage that is otherwise prohibited by our Code.

[alternatives / other considerations](#)

[fiscal impact](#)

ATTACHMENTS:

[February 1st Approved P&Z Regular Meeting Minutes.pdf](#)

ATTACHMENTS:

[Final P-Z Plan set 1.14.22.pdf](#)

ATTACHMENTS:

[Justification Letter from Becky Wilson.pdf](#)

ATTACHMENTS:



Planning and Zoning Board Minutes

February 1, 2022 at 06:00 p.m.

Hybrid Meeting
401 S. Park Avenue | In-Person and Virtual | Winter Park, Florida

Call to Order

Chairman Richard James called the meeting to order at 5:59 p.m. Present: Richard James, Melissa Vickers, David Bornstein, Vashon Sarkisian, Michael Spencer, Jim Fitch, and Alex Stringfellow. Also Present: City Attorney Dan Langley. Staff: Director of Planning and Transportation Bronce Stephenson, Principal Planner Jeff Briggs, Senior Planner John Harbilas, Planner I Nicholas Lewis, Planning Technician Aaron Hull, and Recording Secretary Mary Bush.

Consent Agenda

Motion made by David Bornstein, seconded by Alex Stringfellow to approve the January 4, 2022 meeting minutes.

Motion carried unanimously with a 6-0 vote. (Vashon Sarkisian was not present for the approval of the January 4, 2022 meeting minutes.)

Motion made by Jim Fitch, seconded by David Bornstein to make an amendment to the December 7, 2021 meeting minutes adding Mr. Fitch's statement that he did not have confidence that Staff had a handle on the overall traffic situation at the Winter Park Christian Church.

Motion carried unanimously with a 7-0 vote.

Staff Updates

Mr. Stephenson spoke briefly regarding the upcoming commission election and amendments to the City's municipal charter.

Mr. Stephenson also noted that the Fairbanks and I-4 project discussed at the City Commission joint work session with the Planning and Zoning Board on November 17, 2021, is no longer proceeding and the City is looking for a new purchaser. He also noted that to take advantage of all the opportunities of connecting the area and revitalizing the industrial portion, staff will be bringing forward a recommendation to the City Commission to utilize the urban design consultant, Canin Associates. They will help create a road map for what may be appropriate in the area.

Public Comments (for items not on Agenda)

No one from the public wished to speak. The public hearing was closed.

Non-Action Items

No non-action items.

Action Items

Chairman James inquired about item SPR #22-02 581 Sylvan Drive not being listed on the meeting's agenda. Mr. Briggs advised that the item was continued to the March 1, 2022 Planning and Zoning Board meeting.

Public Hearings

- CU #22-03: Request of Raymond Horal for Conditional Use approval to waive the separation distance requirement of 300 feet from a residential property in conjunction with retail liquor sales at 834 N. Orange Avenue, zoned C-3.
THIS ITEM WAS CONTINUED TO THE MARCH 1ST PLANNING & ZONING BOARD REGULAR MEETING BY STAFF.
- SUB #22-02: Request of NIL Build LLC for: Subdivision approval to split the property at 810 N. Lakemont Avenue, zoned R-1A.
THIS ITEM WAS CONTINUED TO THE MARCH 1ST PLANNING & ZONING BOARD REGULAR MEETING BY STAFF.
- CU #22-02: Request of Winter Park Town Center Ltd. for:
 - a. Conditional Use approval within Regal Cinemas at Winter Park Village, to construct a central architectural tower at a height of 63 feet, which requires a variance of 8 feet above the 55 feet as permitted by Code; and
 - b. Conditional Use approval under Section 58-138(b) which states, "The city commission shall be empowered to grant variances from the terms of this article and to permit signs otherwise prohibited by this article as deemed appropriate via agreements regarding nonconforming or prohibited signs on private properties as deemed necessary to fulfill the goals of the city, in improving the aesthetic appeal of the city, in reducing the number of outdoor advertising signs and in preserving and protecting historic or architecturally significant signs", for the installation of three electronic signs, which are prohibited under Section 58-135 of the City Sign Code, on the front façade of Regal Cinemas in conjunction with the applicant's overall façade improvements to Winter Park Village and request for the type, location, height and size of the electronic signage to be permitted as depicted in the signage application package.

Mr. Harbilas provided the Board a brief summary of the request. He presented the Board an aerial view of the existing property. He noted that the Regal Cinema building in the request is located internal to the entire site with private roads surrounding it. He reviewed the general code provisions for nonresidential zoning districts as they relate to the tower request. Mr. Harbilas then presented a site plan and rendering showing the tower at the main entrance to the Cinema. He noted that the tower will be illuminated on three sides with the fourth side, which faces east, having an opaque panel to block any light on that facade. He went on to discuss the front façade of the Cinema regarding the electronic sign request. Mr. Harbilas briefly reviewed the sign code and the variance and appeals procedures and conditions. He presented a site plan for the electronic screens being proposed for the front façade of the Cinema entrance, noting the main screen size to be 1,275 square feet and two smaller screens sized at 141 square feet each to be placed at the sides of the main screen. Mr. Harbilas added that the screens will be digital with moving images displayed on them. He also presented several renderings and street images of the proposed changes to the Cinema.

Staff recommendation was for approval for the tower height of 63 feet.

Staff did not take a position on the electric signage request due to the determination having to be made by the City Commission and the Planning and Zoning Board being the recommending body to the Commission for this specific type of variance.

The applicant's representative, Becky Wilson with Lowndes Law Firm at 215 North Eola Drive, Orlando, FL 32801 addressed the Board. Attorney Wilson provided the Board a detailed presentation regarding the request. She presented aerial views and renderings of the project. She discussed the intent behind the renovation of the Winter Park Village and the Regal Cinema. Attorney Wilson noted that the roads throughout Winter Park Village are private roads. She also elaborated on the new architectural tower feature highlighting that Code Section 58-84 permits the City Commission, based upon recommendation of the Planning & Zoning Board, to allow up to eight feet of additional height for "architectural towers, spires, chimneys or other architectural appendages" based on a finding that said feature is compatible with adjacent properties. She added that the light from the tower will be blocked on the residential side of the property to not adversely impact any of the residents along Denning Drive.

Attorney Wilson went on to discuss the conditional use request for the three electronic signs referencing Code Section 58-138(b). She noted that the signs were over 800 feet away from Orlando Avenue and cannot be seen from Webster Avenue, Canton Avenue, and Denning Drive. She also presented renderings of the front façade of the Cinema noting that entertainment is the main intent of the screens. She indicated that the applicant was willing to add as a condition that the screens will not be used for any type of offsite advertisement. Attorney

Wilson continued discussion explaining how the signs met the required conditional use criteria of including improving the aesthetic appeal of the City, reducing the number of outdoor advertising signs, and preserving and protecting historic or architecturally significant signs.

Brett Hutchins of 5391 Lakewood Ranch Blvd., Sarasota, FL 34240, a representative of the applicant, addressed the Board. He briefly discussed the background of the redevelopment of the Winter Park Mall into Winter Park Village and the current intent of the proposed renovations to the Regal Cinema. He noted that there are nine Regal Cinemas across the United States that have had similar renovations including the addition of the screens to improve the customer entertainment experience.

Discussion ensued with the Board and inquiries were made regarding the following:

- if there would be sound coming from the screens,
- if the screens would be on at all times,
- when the screens would be turned off,
- the existing height of the Cinema building,
- how comparable the interactive signs are to other signs at similar outdoor malls,

The applicant's representatives presented a brief fly over video for the Board to show more perspective on the project.

The Board then continued discussion and inquired about the following:

- if the commercial tenants shown in the fly-over video will be actual tenants,
- if the signs exceed the copy area requirement,
- the internal light source of the tower,
- and if the tower will work on a photo cell and timer.

Mr. Stephenson noted that the rule used for the size of wall signage is that if there is no ground sign, roof sign, or projecting sign, 45% of the sign able area may be used for copy of a wall or an area. He added that it is typically up to the zoning official to make the determination of the appropriate signage size.

No one from the public wished to speak. The public hearing was closed.

Discussion ensued with the Board regarding the following:

- being cautious about any kind of conditions related to content for the signs,
- the signs being a possible distraction for drivers,
- the size of the largest sign,
- the daily hours the signage will be lit,
- the internal location of the proposed façade improvements,
- and if the applicant had ever considered making the entire internal portion of the Winter Park Village pedestrian only with no vehicles.

During discussion and without being asked, Attorney Wilson offered, on behalf of the applicant, to have no offsite advertisements displayed on the electronic screens, lighting to be on only during the theater business hours, and no sound from and only movie trailers to be shown on the electronic screens.

Attorney Langley noted that the Board could implement a condition that the copy area shall not include offsite advertising or signage and that it is intended to be without sound and only to project movie trailers.

Motion made by Melissa Vickers, seconded by Jim Fitch, for approval to construct a central architectural tower at a height of 63 feet, which requires a variance of 8 feet above the 55 feet as permitted by Code.

Motion carried unanimously with a 7-0 vote.

Motion made by David Bornstein, seconded by Melissa Vickers, for approval under Section 58-138(b) for the installation of three electronic signs, which are prohibited under Section 58-135 of the City Sign Code, on the front façade of Regal Cinemas in conjunction with the applicant's overall façade improvements to Winter Park Village and request for the type, location, height and size of the electronic signage to be permitted as depicted in the signage application package with the following conditions:

- There must be no offsite advertisements displayed on the electronic screens.
- The lighting must only be on during the theater business hours.

- The electronic screens should have no sound.
- Movie trailers only are allowed to be shown on the electronic screens.

Motion carried with a 5-2 vote. (In Favor: Vashon Sarkisian, David Bornstein, Melissa Vickers, Jim Fitch, and Richard James. Opposed: Michael Spencer and Alex Stringfellow.)

Board Comments

Mr. Bornstein expressed appreciation for Mr. Stringfellow's points regarding zoning and universal perspective during the City Commission joint work session with the Planning and Zoning Board on November 17, 2021. He also requested that the Board hold him accountable if he votes for any electronic signs in the future that are not internal and may impact traffic or residents.

Mr. Fitch expressed that he was upset about the Orlando Watch Company on Park Avenue that has a neon red sign which he feels destroys the ambience of Park Avenue.

Adjournment

Meeting adjourned at 7:12 p.m.

/s/ Mary Bush.

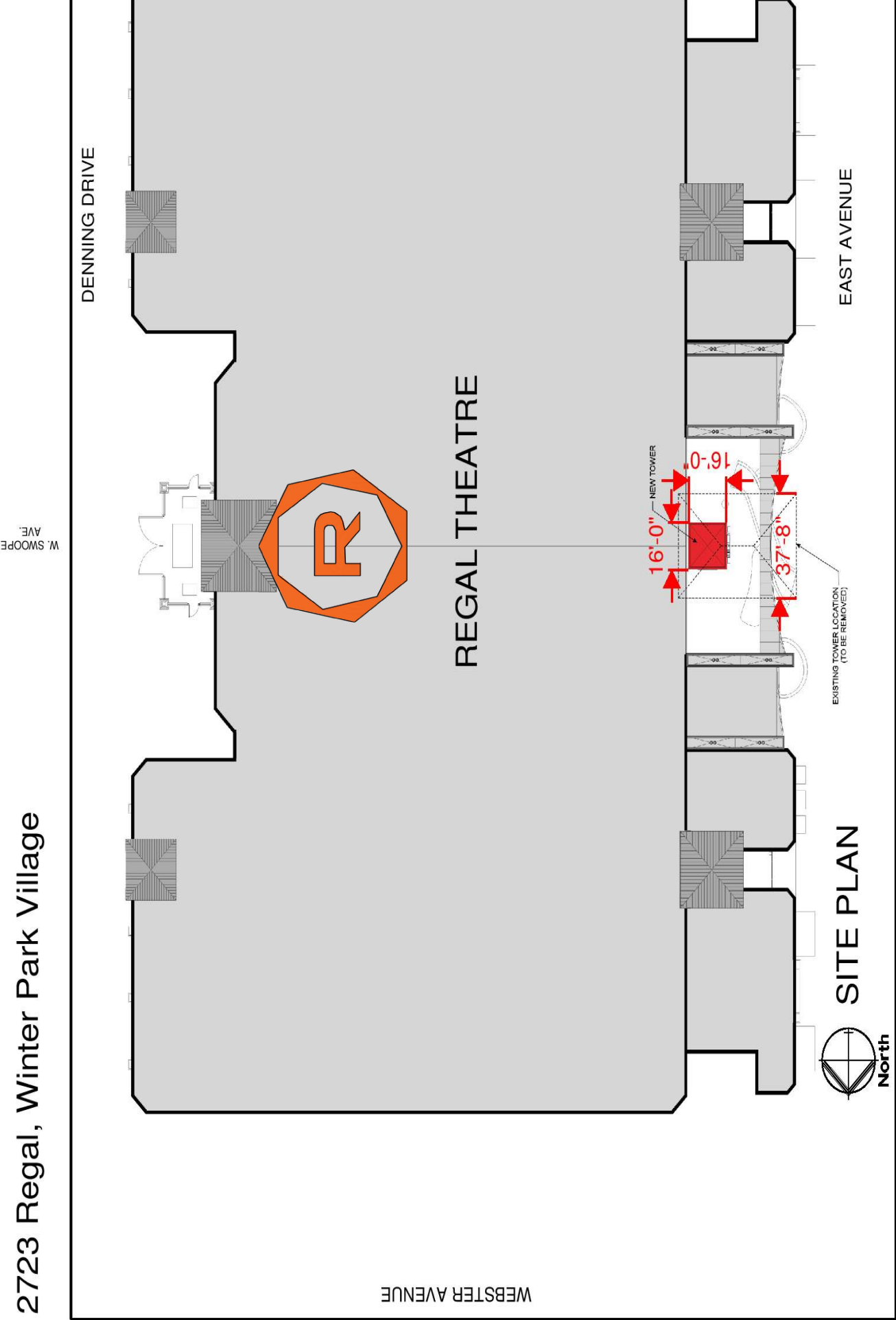
Approved by Board on March 1, 2022.



REGAL

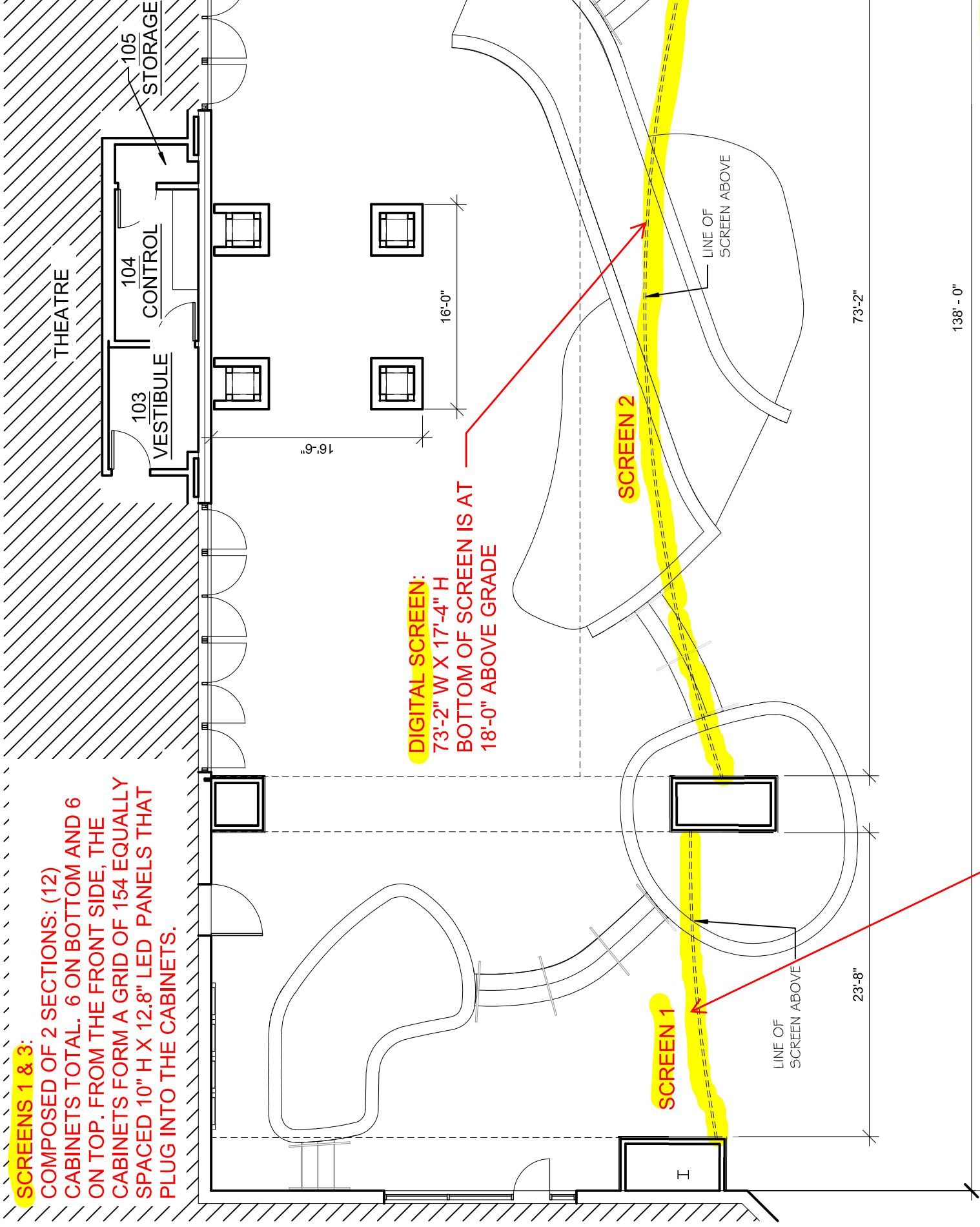


AT WINTER PARK
VILLAGE



SCREENS 1 & 3:

COMPOSED OF 2 SECTIONS: (12) CABINETS TOTAL. 6 ON BOTTOM AND 6 ON TOP. FROM THE FRONT SIDE, THE CABINETS FORM A GRID OF 154 EQUALLY SPACED 10" H X 12.8" LED PANELS THAT PLUG INTO THE CABINETS.



DIGITAL SCREEN:

73'-2" W X 17'-4" H
BOTTOM OF SCREEN IS AT
18'-0" ABOVE GRADE

SCREEN 2

SCREEN 1

DIGITAL SCREEN:

23'-6" W X 6'-0" H

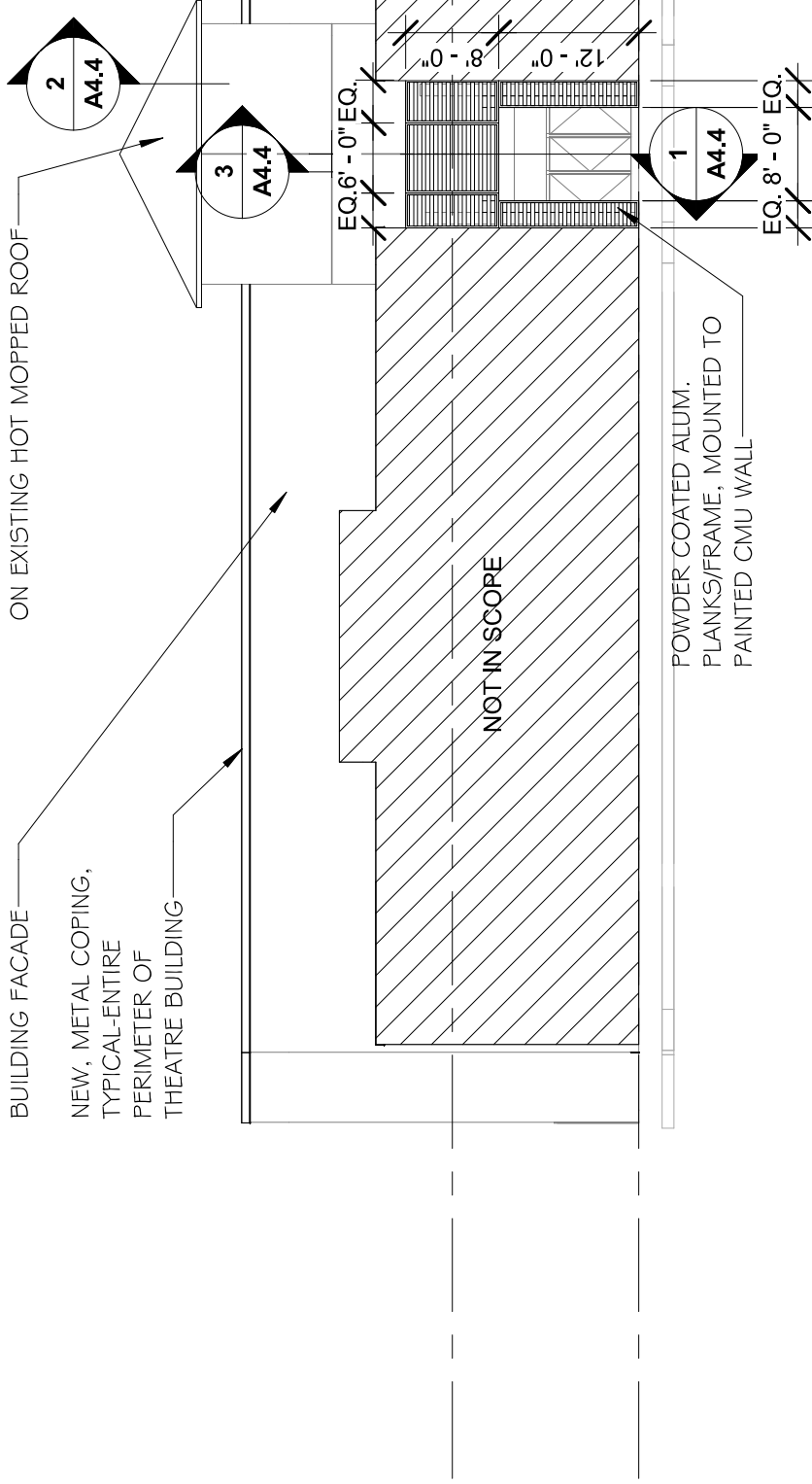
DIGITAL

23'-6" W
BOTTOM

PAINT ENTIRE
EXISTING THEATRE
BUILDING FACADE

NEW, METAL COPING,
TYPICAL-ENTIRE
PERIMETER OF
THEATRE BUILDING

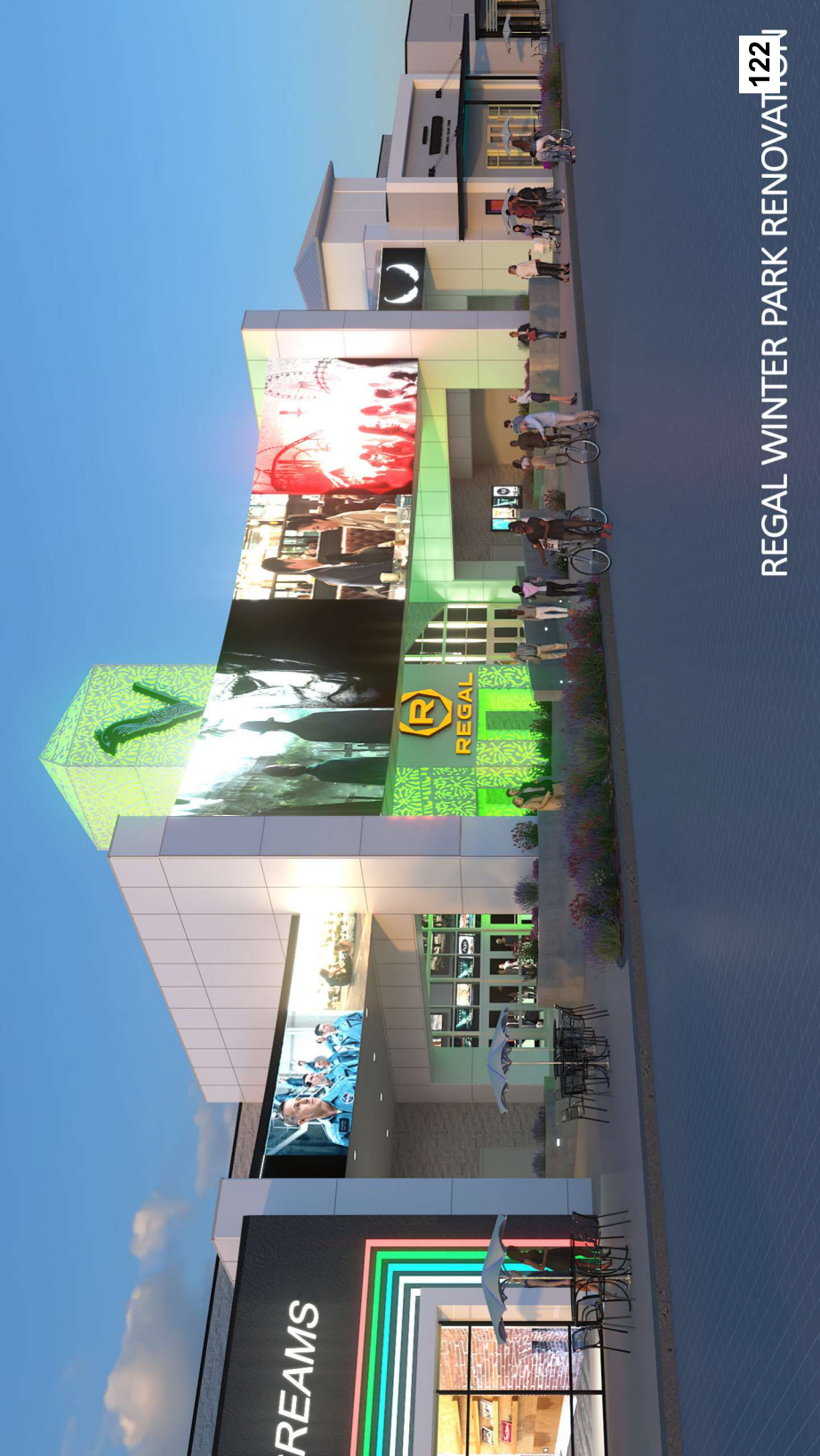
NEW STANDING SEAM METAL ROOF
ON SELF ADHERED UNDERLAYMENT
ON EXISTING HOT MOPPED ROOF



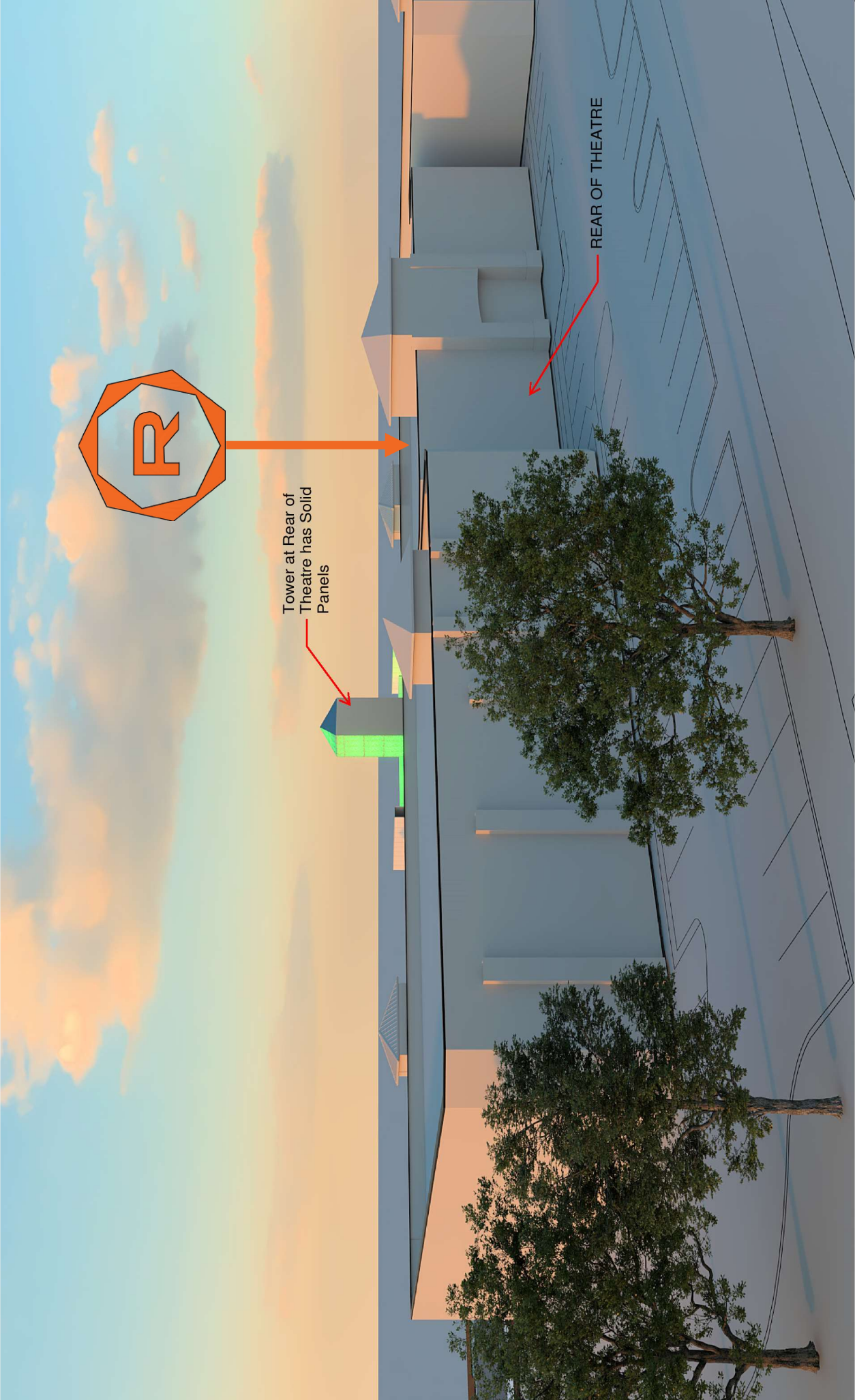
23' - 6"

TYPICAL:
EXTERIOR OF BUILDING
TO RECEIVE A NEW
STUCCO SYSTEM
EXISTING EIFS

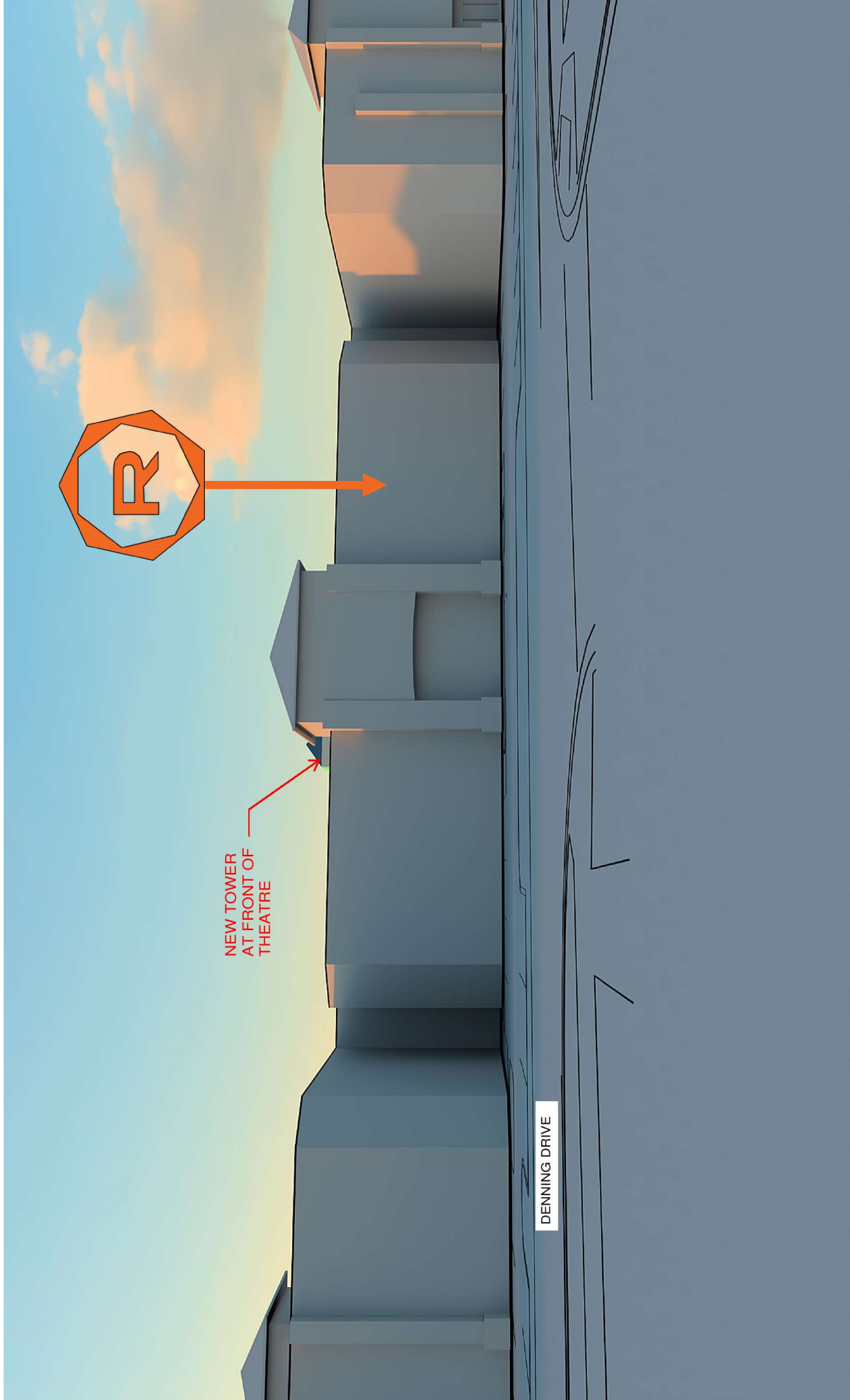
NEW SOFFIT



122
REGAL WINTER PARK RENOVATION



VIEW FROM VILLAGE PARK SENIOR LIVING, Denning Drive
UPPER LEVEL BALCONY



VIEW FROM SIDEWALK, Denning Drive & S. Swoope Ave.
REAR OF THEATRE



Google

Orlando Ave

Gay Road / Main Street

Winter Park Village



Gay Road

Regal Cinemas 20

Regal Cinemas 20

Regal Cinemas 20

Regal Cinemas 20

Regal Cinemas 20

Regal Cinemas 20

Regal Cinemas 20

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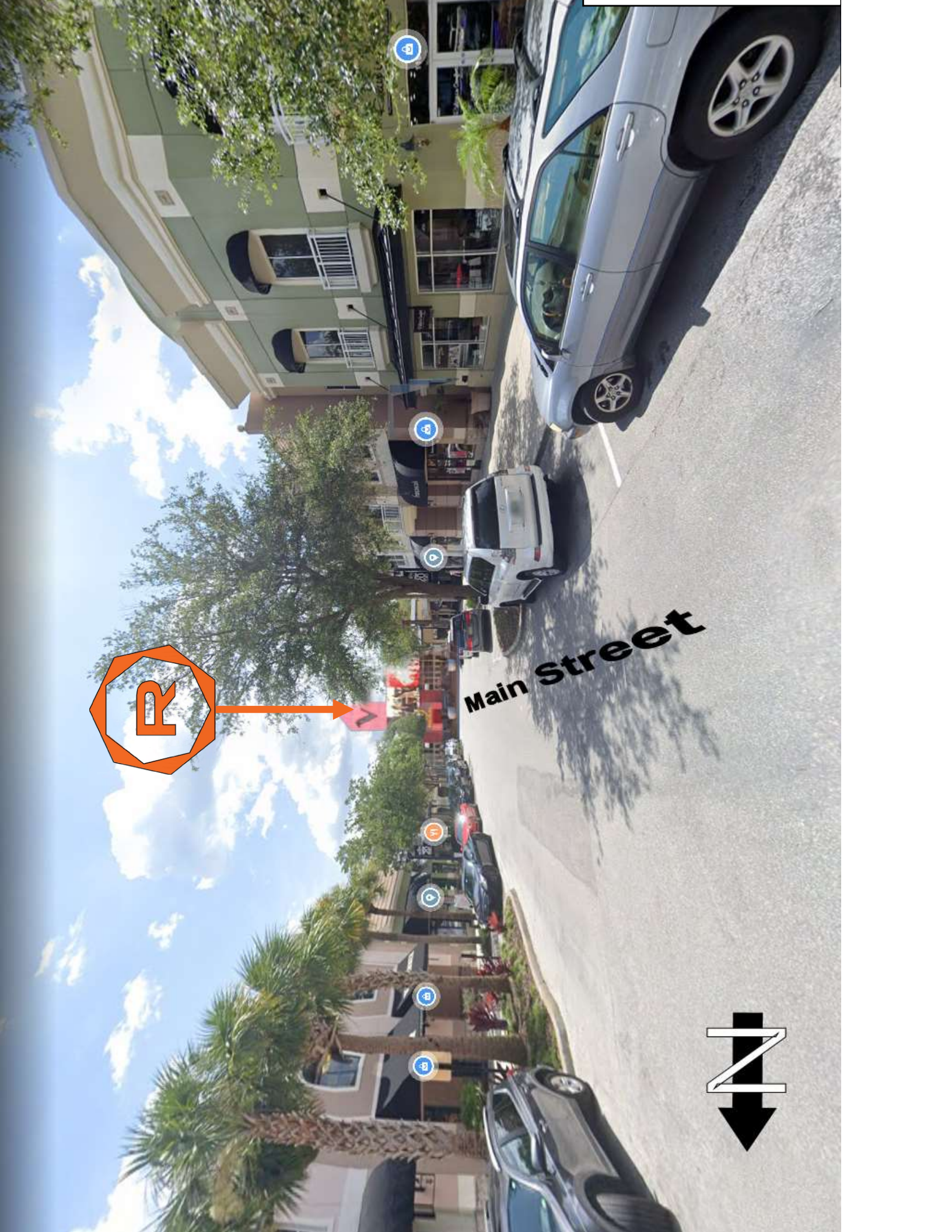
Regal Cinemas 20

Regal Cinemas 20

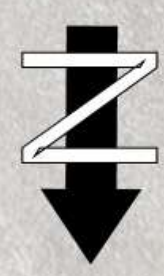
Regal Cinemas 20

Regal Cinemas 20

Regal Cinemas 20



Main Street





East Avenue





W. Canton Ave

Google

East Avenue





East Avenue





N Denning Dr

W Swoope Ave.

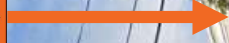




N Denning Dr

Google

N





DENNING DR

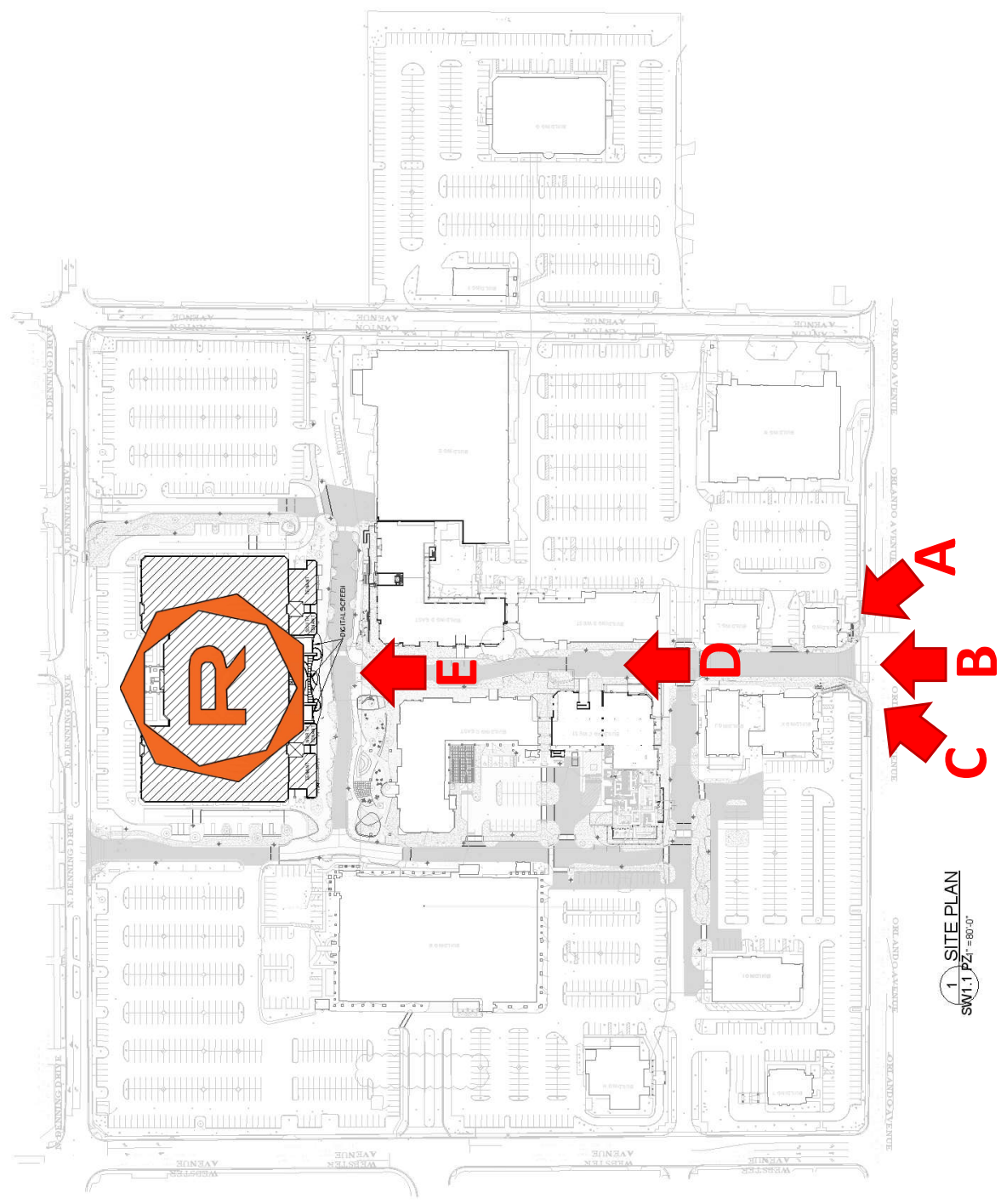


N Denning Dr

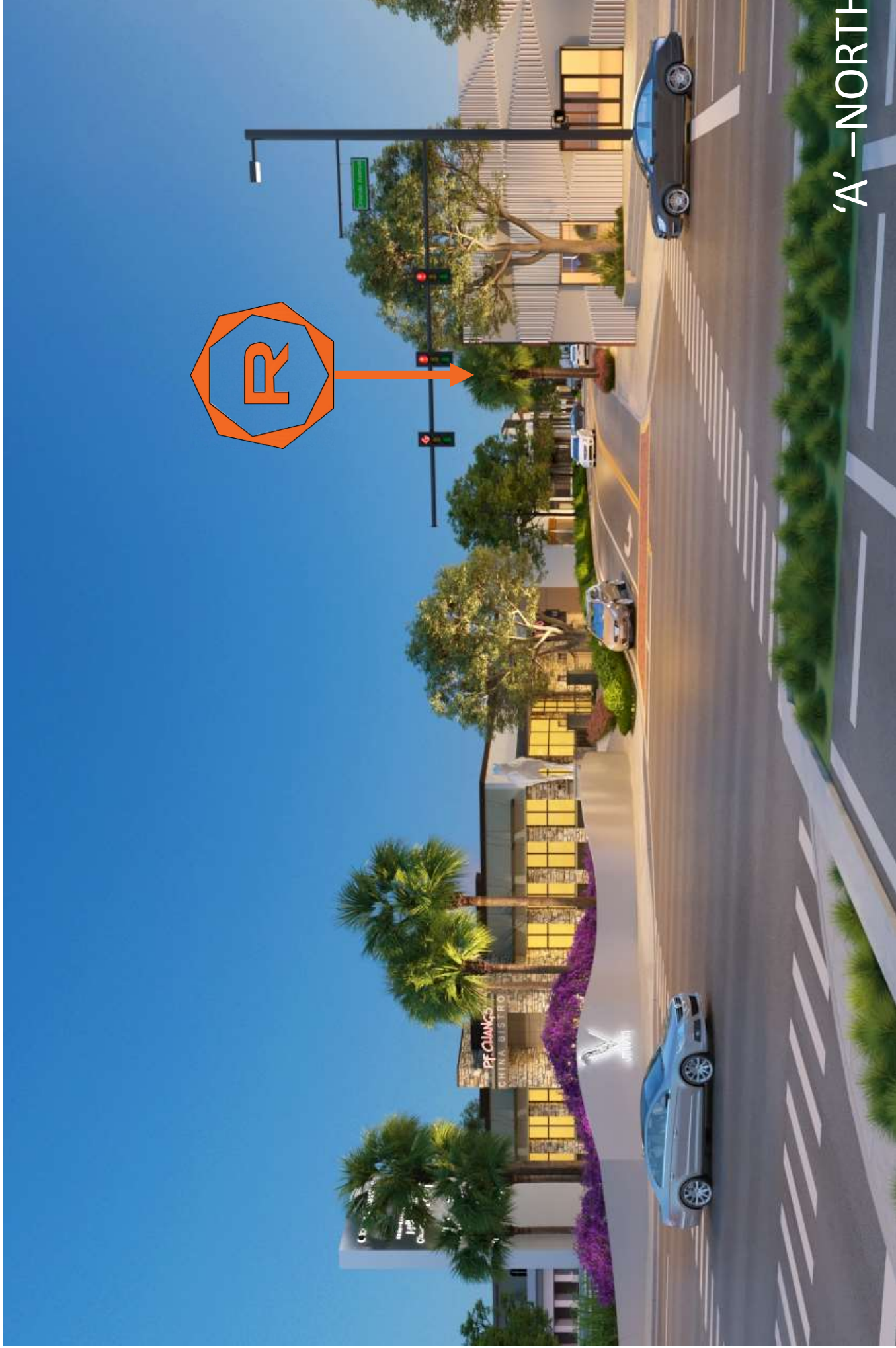
W Canton Ave

Google





1 SITE PLAN
SW1.1 P21 = 80'-0"



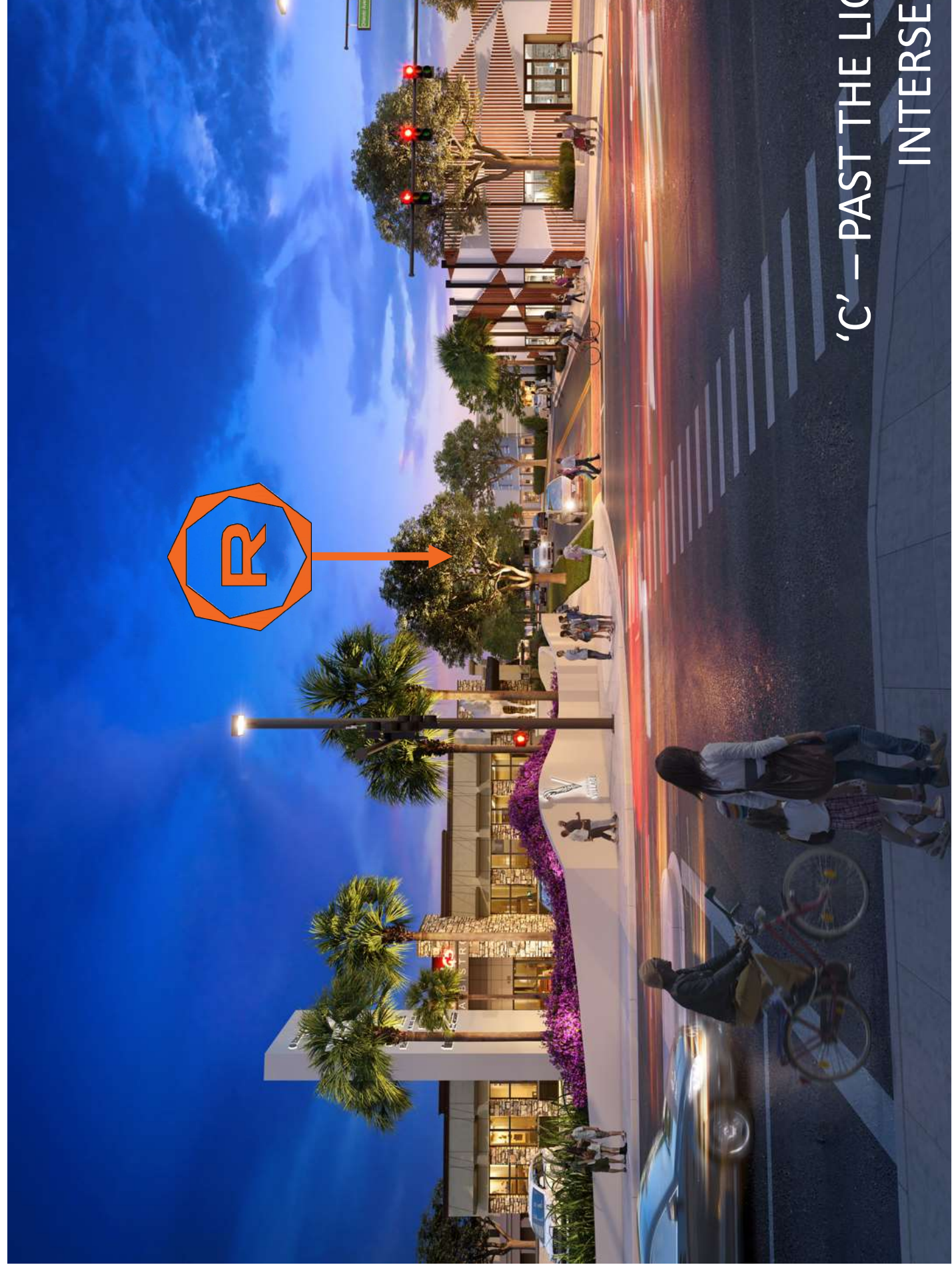
'A' - NORTH

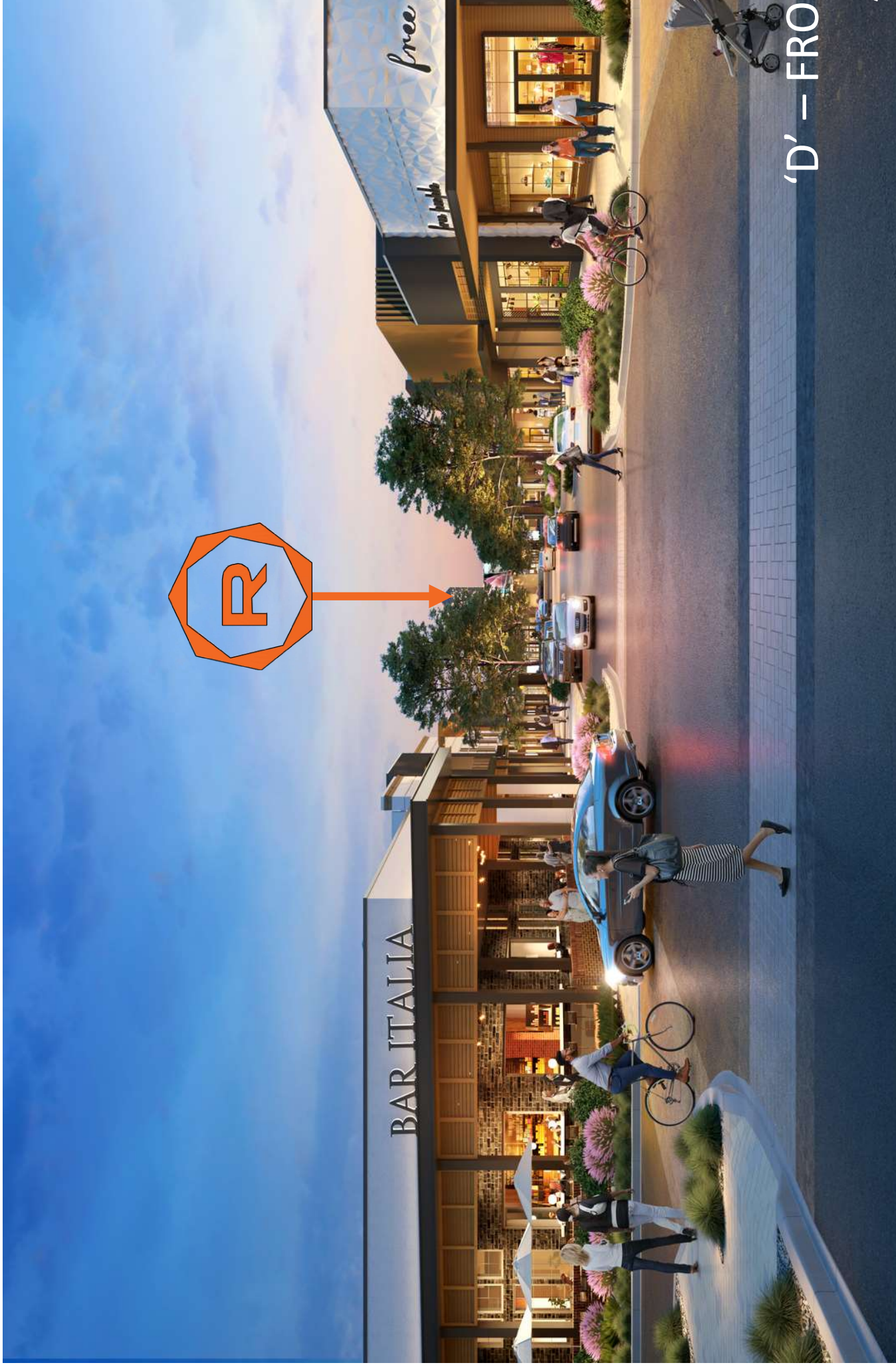


'B' - FRO
GAY RD INT



'C' – PAST THE LIC
INTERSE



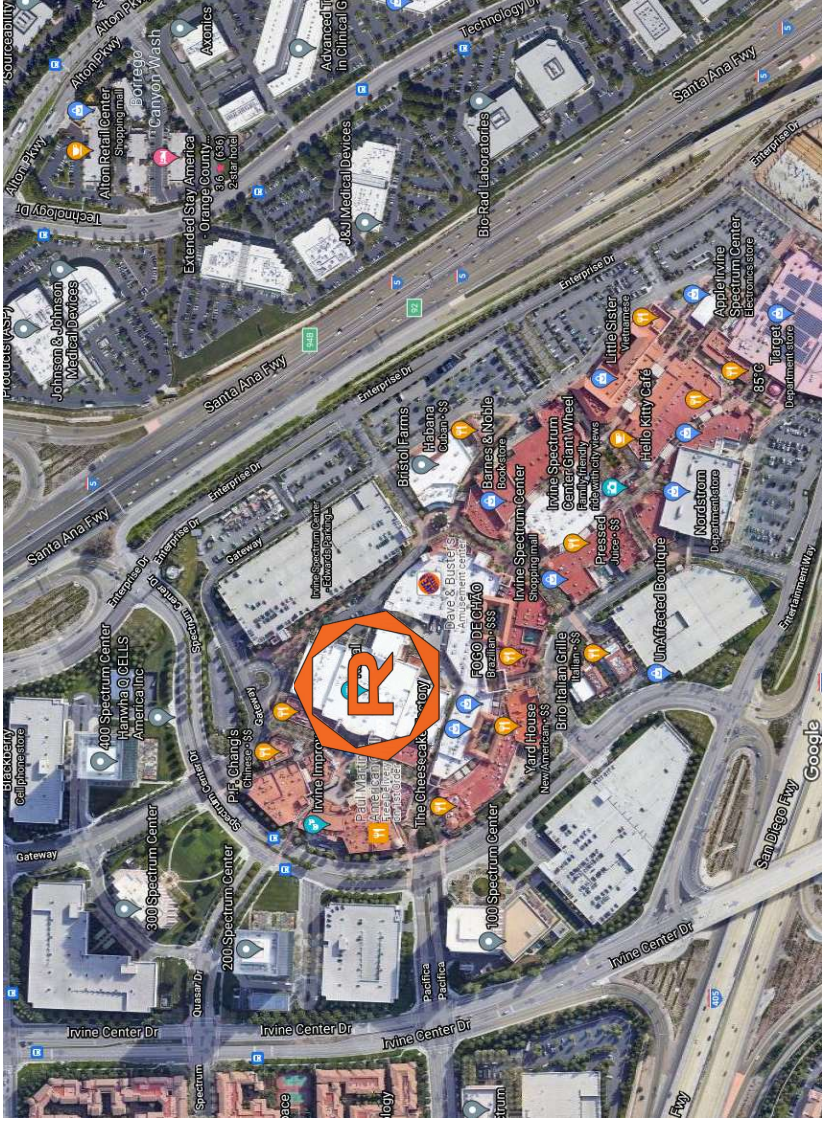


'D' - FRO

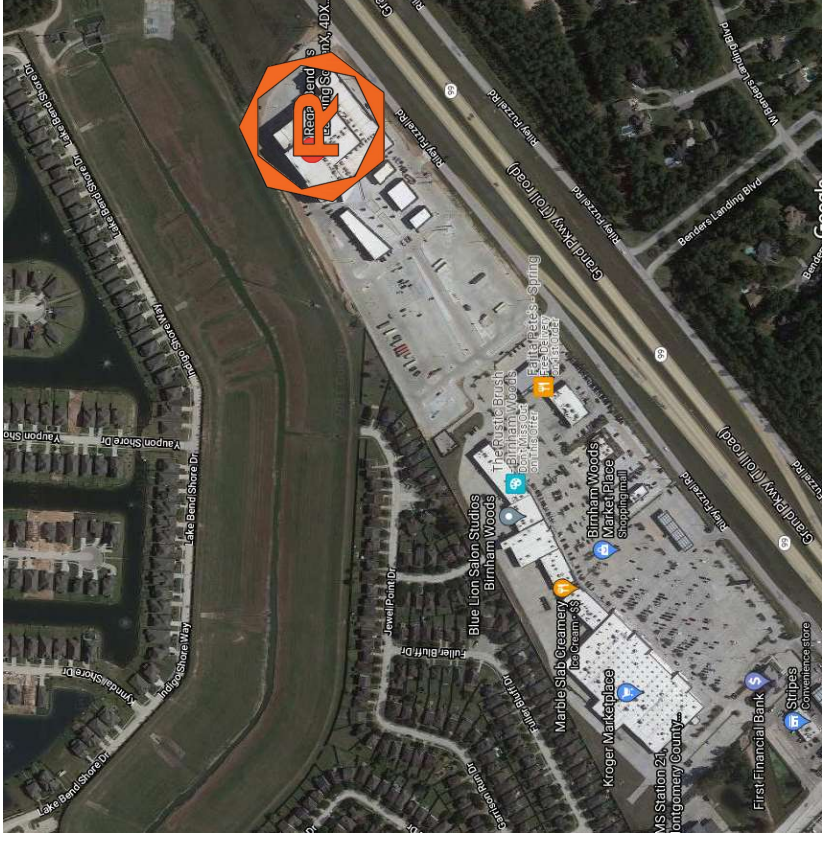


'E' - FROM E

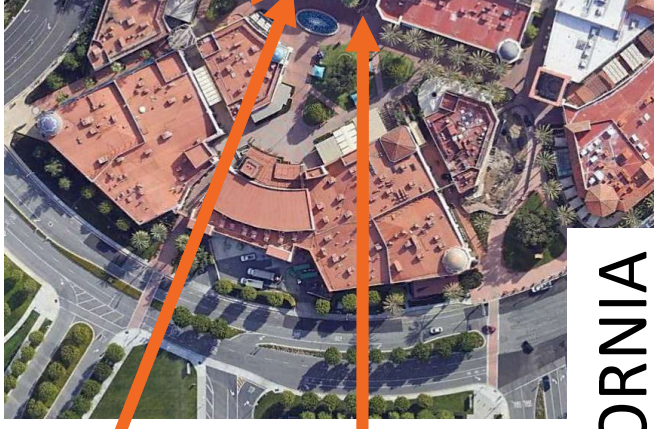
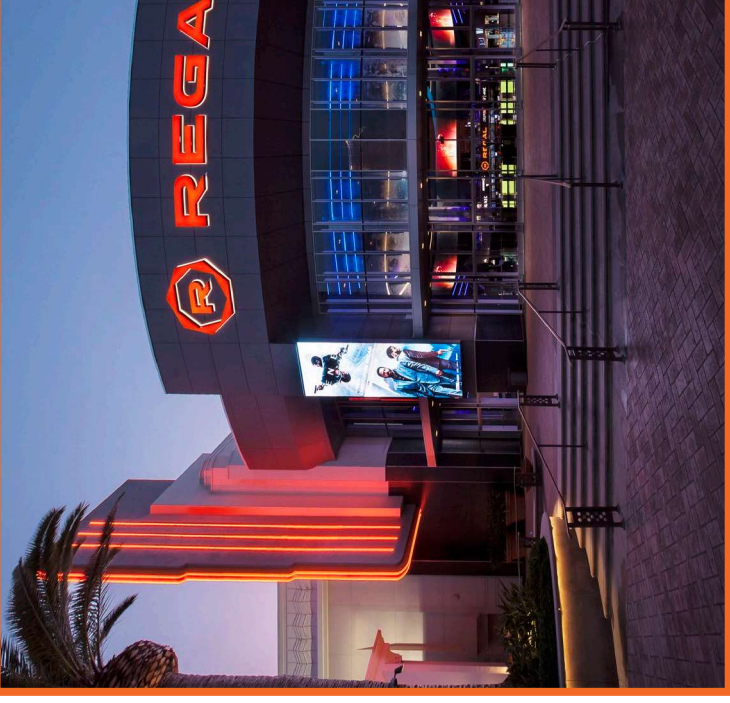
REGAL THEATRE PROJECTS WITH SIMILAR SIGNAGE CONDITIONS



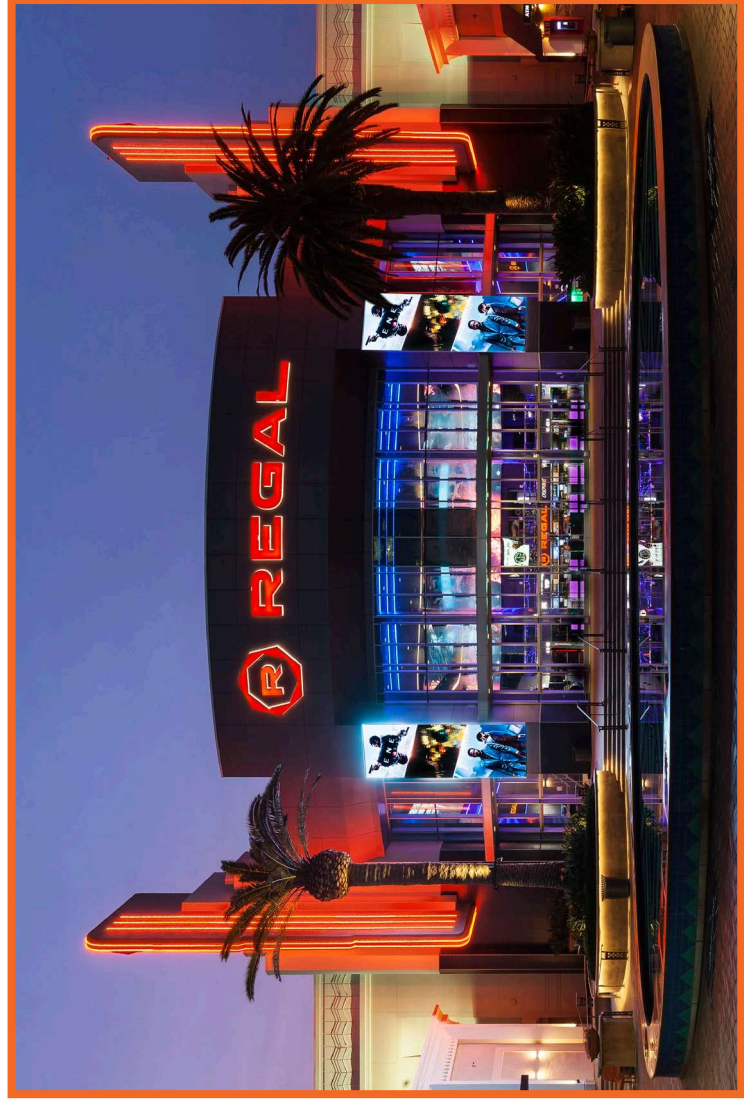
IRVINE, CALIFORNIA



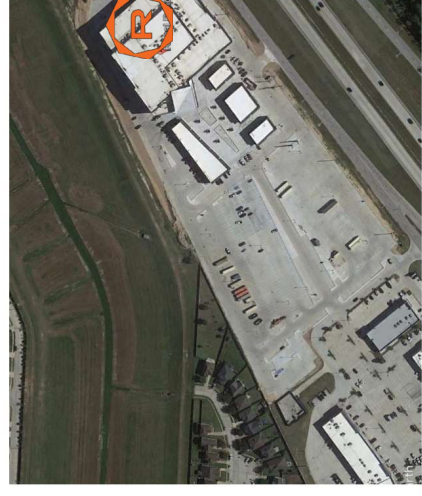
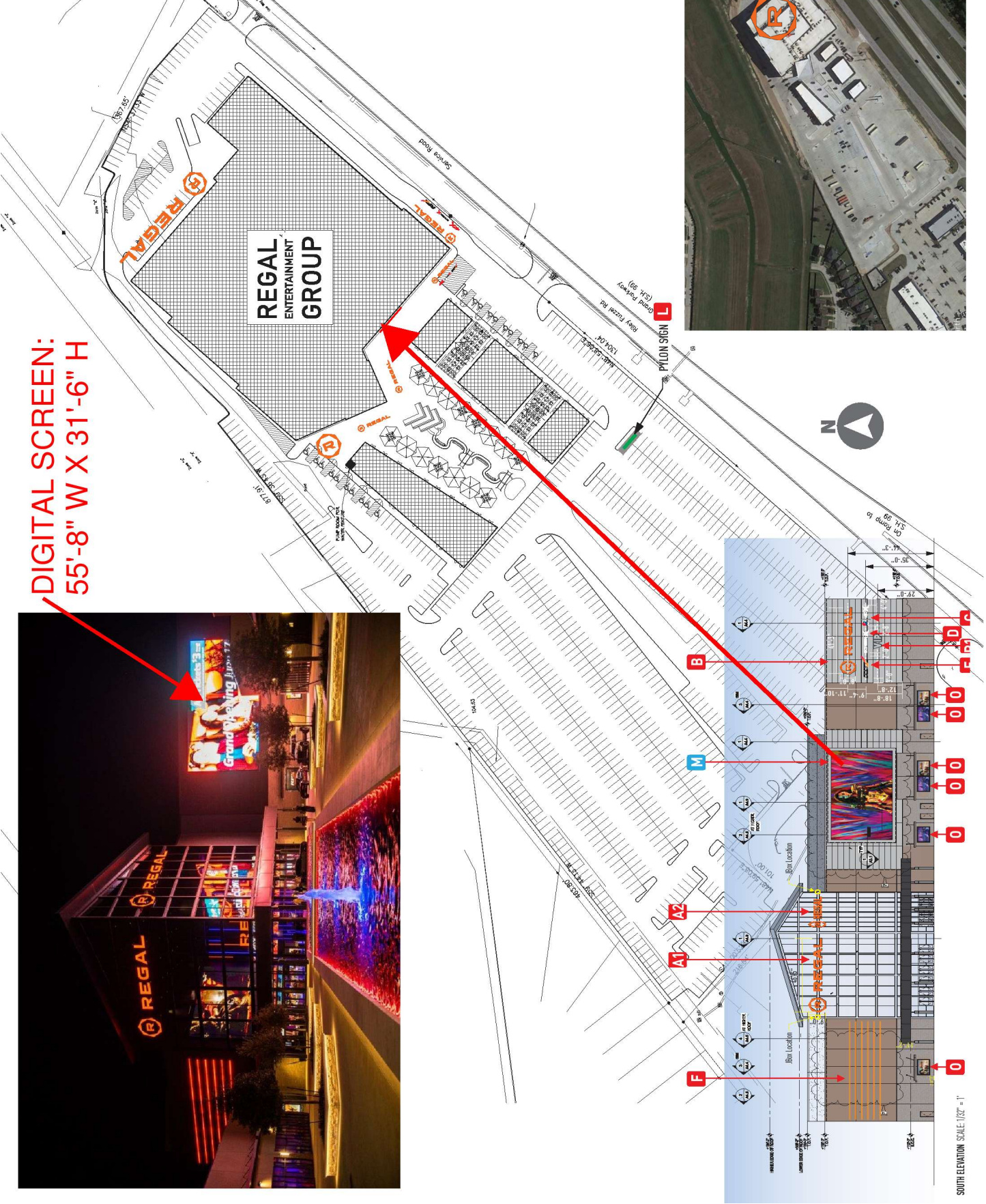
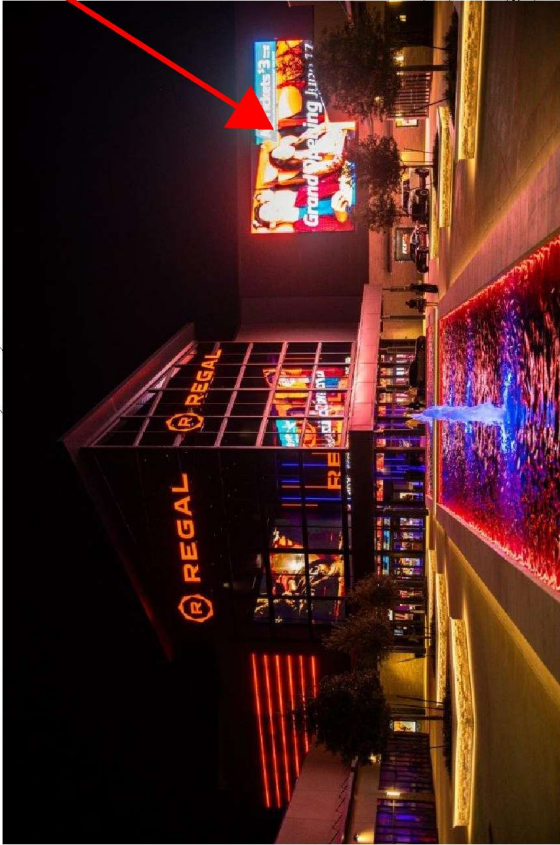
SPRING, TEXAS



IRVINE, CALIFORNIA



DIGITAL SCREEN:
55'-8" W X 31'-6" H





M. REBECCA WILSON

rebecca.wilson@lowndes-law.com
215 North Eola Drive, Orlando, Florida 32801-2028
T: 407-418-6250 | F: 407-843-4444
MAIN NUMBER: 407-843-4600



January 10, 2022

SENT VIA EMAIL

City of Winter Park
Attn: John Harbilas, AICP
Planning & Transportation Department
401 Park Avenue South
Winter Park, FL 32789

jharbilas@cityofwinterpark.org

Re: Winter Park Town Center Ltd./Conditional Use

Dear John,

As you know this firm represents Winter Park Town Center Ltd. ("Casto") with regard to the Conditional Use request. The request includes the installation of 3 digital screens on the front façade of Regal Cinema. Please note that these digital screens are internal to Winter Park Village and only visible from private drive aisles and not visible from public right-of-way.

Section 58-138 allows the City Commission to grant variances for signage and sets forth criteria to consider including: fulfilling the goals of the City and improving the aesthetic appeal of the City.

The vision for the City states "Winter Park is the City of arts and culture, cherishing its traditional scale and charm while building healthy and sustainable future for all generations." As you know, the Regal Cinema is the only Cinema in the City of Winter Park screening first run movies and the only one to provide the RPX experience. Regal Cinema attracts Winter Park residents along with other Central Florida residents, to enjoy the performing arts in its cinematic format. These digital screens will enhance this cultural experience by showing exciting trailers to entertain those enjoying the Village's outdoor plaza and as they walk to and from the Villages shops and restaurants. The City puts an emphasis in its vision "for all generations". We believe that these digital screens will be enjoyed by residents of many ages due to the wide appeal of the Cinema from the Casablanca 80th Anniversary screening and Bolshoi Ballet to Spider-Man.



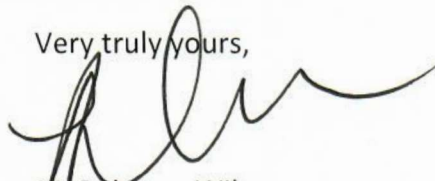
The Winter Park Comprehensive Plan FLU Element Policies include:

- GOAL 1-1: "To promote conscientious economic development in appropriate locations"
- GOAL 1-4: "Create an environment that balances business creation and growth while maintaining an exceptional quality of life for its residents."
- OBJECTIVE 1-4.2: "The City will continue to enhance local attractions and recreational facilities to promote tourism and quality of life, recognizing that the creative arts and culture play a major role in building and sustaining economically vibrant communities by generating jobs, revenue and tourism."

As explained in Brett Hutchens letter to the City dated December 3, 2021, Casto intends to invest \$40 Million in order to upgrade Winter Park Village to bring new and exciting businesses to Winter Park. The digital screens are part of the overall aesthetic and desire for activity in the Village. The City has continued to promote economic development along the US 17-92/Orlando Avenue corridor. We believe that this reinvigorating and exciting outdoor experience will promote tourism and enhance quality of experiences that available in Winter Park.

Regal Cinema is also operating in the highly competitive entertainment market. In addition to Casto's multi-million dollar exterior remodel, Regal has committed its own capital to an expensive interior renovation. Of the 540 theaters in the Regal chain, only 9 exceeded 2019 volumes and all of those had recently received a similar remodel. The cinema business has its challenges, but it has been proven that creating new and enhanced experiences will successfully overcome those challenges. Although the digital screens are not part of the interior renovation, they contribute to the overall experience and signal that the interiors are also new and exciting.

Very truly yours,



M. Rebecca Wilson

MRW/nle

cc: Randy Knight (via email rknight@cityofwinterpark.org)
Bronce Stephenson (via email bstephenson@cityofwinterpark.org)
Brett Hutchens (via email bhutchens@castoinfo.com)

December 3, 2021

Re: Winter Park Village Conditional Use Permit (CUP)

Dear Bronce,

Winter Park Town Center Ltd ("Casto") developed and owns the property known as Winter Park Village. It has been my pleasure to work on this property for 25 years. When we began, the former Winter Park Mall was a decaying 528,000 square foot mall which was virtually empty except for Dillards department store. In 2000, Casto worked with the City to create one of the first open air retail villages in the country. We saw this trend continue for the next 20 years as malls across the U.S. became a thoughtful gathering place or "village green" for the residents. We introduced Regal Cinemas, P.F. Chang's, Cheesecake Factory and Ruth's Chris to Winter Park all of which are still thriving today.

The success of Winter Park Village resulted in increased competition as many other developers have tried to mimic our success in Winter Park. Then as you are aware, in March 2020 the pandemic created another disruption among retail and restaurants. We appreciate all that the City did to keep its residents safe and provide flexibility for our restaurants. As we move out of the pandemic we continue to be committed to this legacy project and have made the decision to invest over \$40million dollars in upgrading Winter Park Village. This will include among other things: rebranding; updating of architecture and facades; enhanced lighting and landscaping; enhanced outdoor spaces for gathering and lingering; new outdoor furnishings along with exterior and interior enhancements to Regal Cinemas. This commitment is already attracting new high-quality retailers and restaurants. Once completed we will return to the glory of when we first opened and continue to serve the citizens and visitors of beautiful Winter Park.

Regal Cinemas is our largest and most important tenant and its long term success is integral to the success of Winter Park Village. The theatre business was severely damaged as a result of the pandemic but it is showing positive signs of recovery. We intend to invest \$4 million dollars in exterior improvements to the Regal building and they are committed to invest \$1million dollars for interior improvements.

In order to accomplish this vision, we are requesting help from the City Commission for two items. The first is an architectural feature on the Regal Cinema at the terminus of our entry

road into the site. This architectural feature will create a new and exciting sense of arrival. The architectural feature is 63 feet in height and is lit internally to be visible from the west, north and south. The eastern façade (Denning Drive) will be enclosed to ensure no light intrusion to the residential properties to the east. The City's Land Development Code (LDC) allows the City Commission to approve this additional height: "Architectural appendages, embellishments and other architectural features may be permitted to exceed the roof heights specified in this section, on a limited basis; encompassing no more than 30 percent of the building roof length, up to eight feet of additional height upon approval of the city commission, based on a finding that said features are compatible with adjacent properties." Sec. 58-74(e)(9). Renderings of the tower are included, as well as the surrounding area showing multi story structures of 55 feet in height.

The second item we are requesting is the installation of 3 digital screens on the front (west) façade of Regal Cinema. These digital screens are located over 882 feet from N. Orlando Avenue Right-of- Way (see pictures included demonstrating no visibility from any rights of way). Pursuant to LDC section 58-138 "the city commission shall be empowered to grant variances for signs located on properties that require conditional use approval by the city commission or in circumstances where agreements are approved by the city commission pursuant as specified in sections 58-85 and 58-86." We respectfully request that the City consider these digital screens as an exciting addition to the experience at Winter Park Village. We have attached additional information as to location, size and visual impact. The screens have been employed by Regal in other theatre remodels with great success.

Please let me know if staff has any additional questions. We look forward to continuing the successful partnership we have had with the City for over two decades.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brett Hutchens", is written over the printed name.

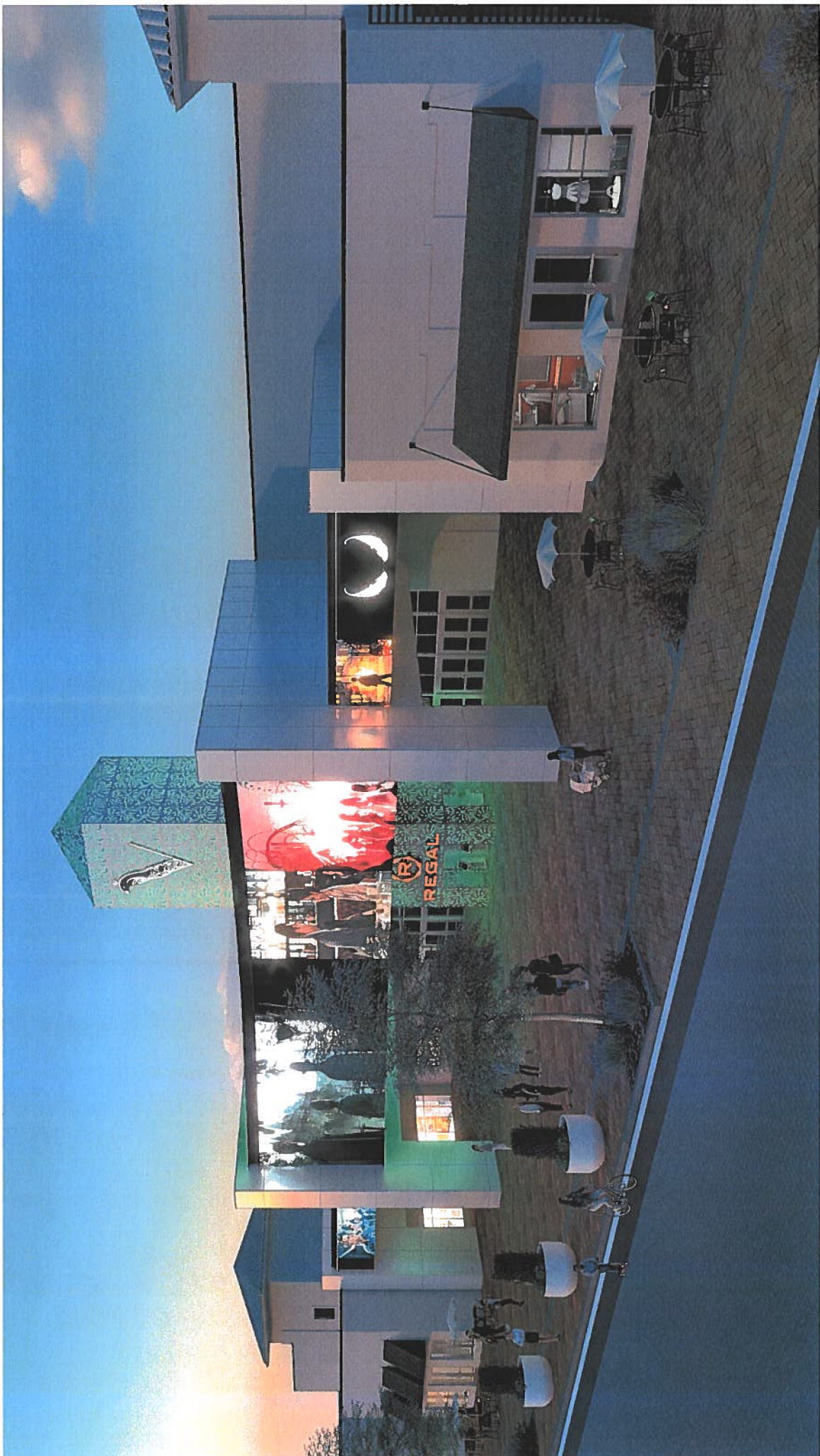
Brett Hutchens

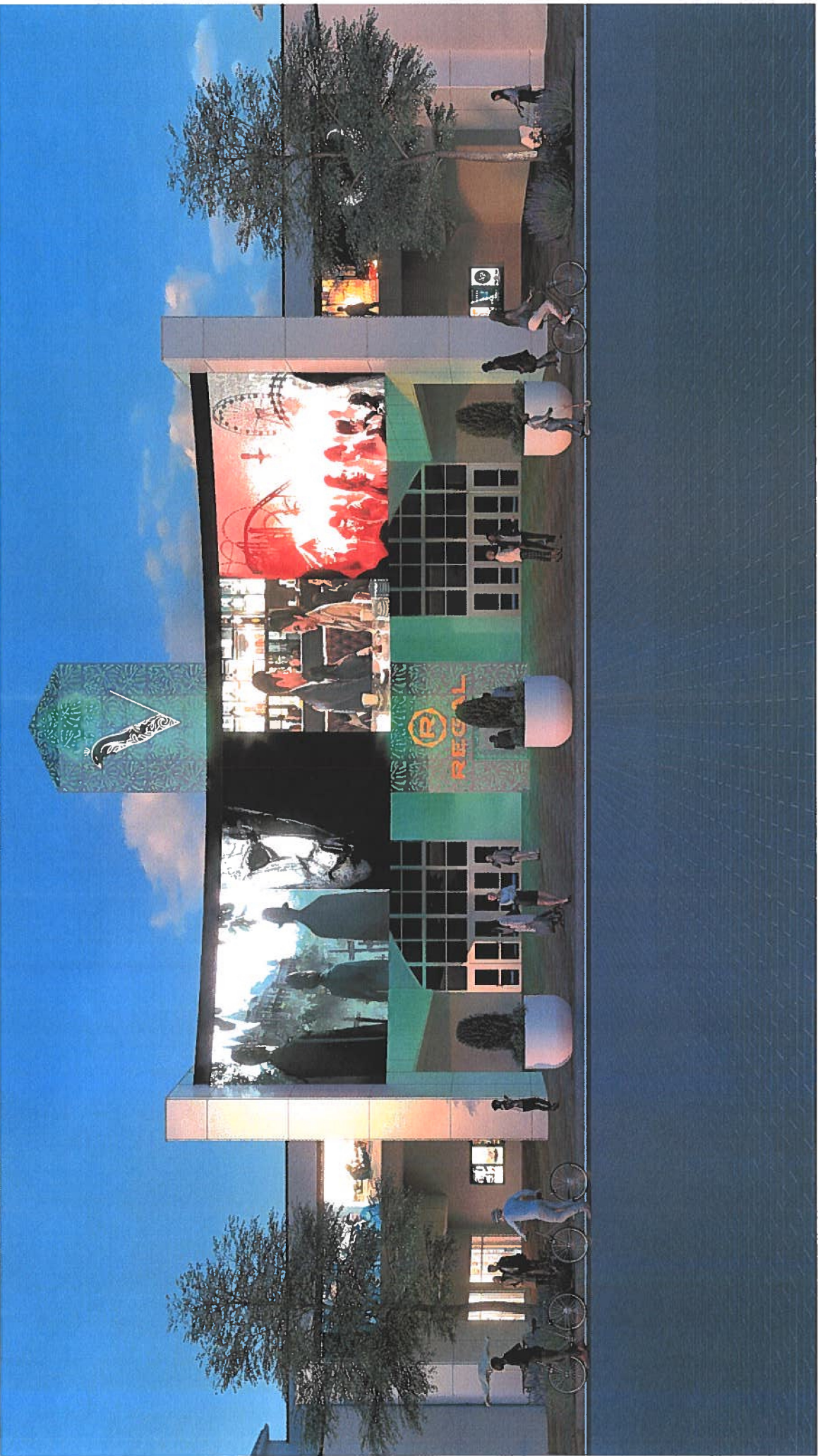
Enclosure

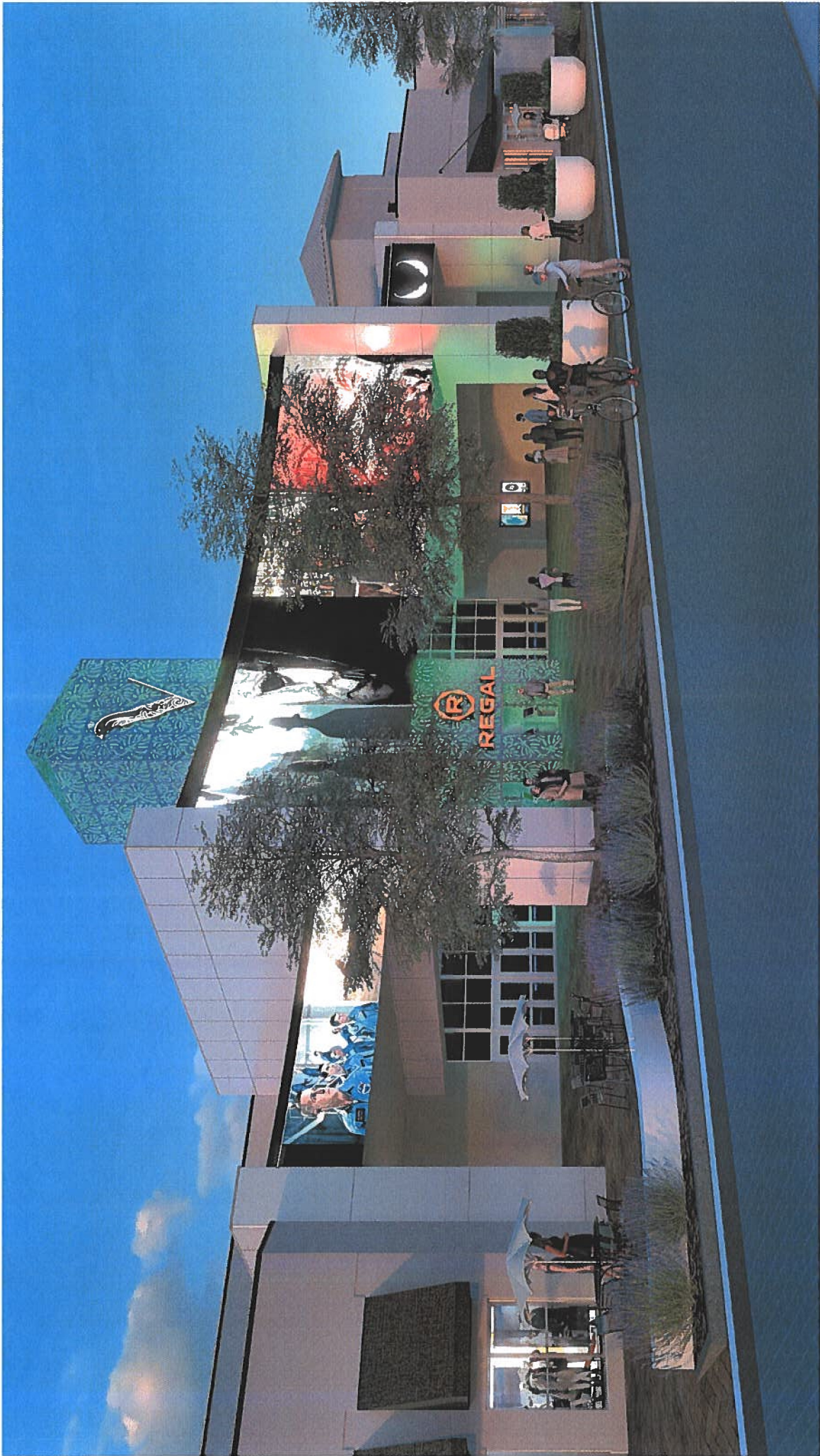














City Commission agenda item

item type Public Hearings	meeting date March 23, 2022
prepared by Nicholas Lewis	approved by John Harbilas, Jeffrey Briggs, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Request of Z Properties for:

item list

- Ordinance authorizing the conveyance of a stormwater pond drainage easement (2nd reading); and
- Approval to grant an easement to enlarge and maintain the city-owned retention pond located behind 341 N. Pennsylvania Avenue and to route stormwater retention from previously approved office building located at 301 N. Pennsylvania Avenue to the city-owned retention area.

motion / recommendation

Staff recommendation is for approval subject to any conditions desired by the City Commission.

background

This item was approved on first reading on February 23rd but continued by the City Commission in order for staff to provide notice and plans to the neighbors and for more detailed plans as included in the backup to this item.

Z Properties, for Douglas Partners Realty, LLC is requesting approval for an ordinance granting the attached Stormwater Pond Drainage Easement Agreement (easement agreement) with Douglas Partners Realty, LLC (Douglas Partners) and Diversified Property Investments, Inc. (Diversified), who are the respective owners of 301 N. Pennsylvania Avenue (Douglas Partners Property) and 271 N. Pennsylvania Avenue (Diversified Property) to permit both properties to utilize the City-owned regional stormwater retention pond located adjacent to Israel Simpson Court.

The retention area, located at Orange County Parcel Identification Number: 06-22-30-3724-13-001, was originally constructed to serve as regional retention for the Israel Simpson Court subdivision. In addition to the neighborhood, the retention area was also proactively designed to be modified to serve the future redevelopment of other

surrounding properties including 341 N. Pennsylvania (owned by the Early Rising Lodge and renovated by Z Properties) as well as 311 and 331 N. Pennsylvania (both owned by the Baker family).

In 2019, the City approved a lease agreement with the applicant to lease the eastern 33 feet of the City-owned retention area to permit five parking spaces as part of the applicant's remodeling of 341 N. Pennsylvania. As part of that agreement, the applicant agreed to take over all maintenance of the retention area. As part of the current request, the applicant will continue to be responsible for the operation, maintenance, and repair of the retention pond.

As provided in the easement agreement, at their sole expense, Z Properties on the behalf of Douglas Partners agrees to design, permit and construct modifications to the pond to accommodate the increased demand from both 271 and 301 N. Pennsylvania Avenue properties. As part of the easement agreement, the applicant is required to submit for review, comment and approval by the City detailed design and construction plans for the retention pond. The City is also authorized to inspect the property during construction. After construction is complete, the City shall receive a final survey, and certification by the applicant's engineer that the retention area was constructed according to the approved design and construction plans.

The applicant has two options for stormwater retention. First, underground retention may be constructed on-site for roughly \$100,000. The applicant's second, and preferred option, is to tie-in to the existing line that runs through the rear of the Douglas Partners Property and discharges into the regional retention pond. Staff from public works verified that the retention area can be resized to retain the water from both the Douglas Partners and Diversified Properties. The applicant estimates the cost of this option to be roughly \$50,000. Due to the significant savings this would provide the applicant, they are proposing to donate \$25,000 to the Affordable and Workforce Housing Trust Fund in accordance with Comprehensive Plan Policy 1-H-2.

[alternatives / other considerations](#)

[fiscal impact](#)

ATTACHMENTS:

[Ordinance Authorizing Stormwater Drainage Easement Agreement 01-21-2022.docx](#)

ATTACHMENTS:

[Stormwater Pond Easement Agreement 2-11-2022.doc](#)

ATTACHMENTS:

[Exhibit A - Boundary Survey - IS-81087_Joined Lots-Model.pdf](#)

ATTACHMENTS:

[Retention Pond Design Proposal.pdf](#)

ATTACHMENTS:

[C104.pdf](#)

ATTACHMENTS:

[S-100.pdf](#)

ATTACHMENTS:

[Comp Plan Policy 1-H-2.JPG](#)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK,
FLORIDA, AUTHORIZING THE CONVEYANCE OF A
STORMWATER POND DRAINAGE EASEMENT OVER,
UNDER AND THROUGH THE CITY OWNED PROPERTY
LOCATED ADJACENT TO ISRAEL SIMPSON COURT
HAVING ORANGE COUNTY TAX PARCEL
IDENTIFICATION NUMBER 06-22-30-3724-13-001;
PROVIDING FOR CONFLICTS AND AN EFFECTIVE
DATE.**

WHEREAS, Section 2.11 of the Charter of the City of Winter Park, Florida, authorizes the City Commission, by ordinance to convey or authorize by administrative action the conveyance of any lands of the City of Winter Park (“City”); and

WHEREAS, the City is the owner of that certain 0.20 +/- acre parcel of land fronting on Israel Simpson Court located in the City of Winter Park, Orange County, Florida, having Tax Parcel Identification Number 06-22-30-3724-13-001 (herein “City Property”); and

WHEREAS, Douglas Partners Realty, LLC has requested a non-exclusive stormwater pond drainage easement over, under and through the City Property for the purpose of conveying, retaining and treating stormwater drainage for the proposed office building project at 301 N. Pennsylvania Avenue, Winter Park, Florida, and the existing 4,868 square foot, two story building at 271 Pennsylvania Avenue.

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

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

SECTION 2. APPROVAL. The City Commission of the City of Winter Park hereby approves the City’s granting and execution of a Stormwater Pond Drainage Easement Agreement with Douglas Partners Realty, LLC and Diversified Property Investments, Inc. in the form and with terms as set forth in the Stormwater Pond Drainage Easement Agreement attached hereto. Either the Mayor or City Manager is authorized to execute the Stormwater Pond Drainage Easement Agreement on behalf of the City. This Ordinance shall constitute the authorization by the City Commission pursuant to Section 2.11 of the Charter of the City of Winter Park, Florida, to grant, execute and deliver the Stormwater Pond Drainage Easement Agreement.

SECTION 3. CONFLICTS. If any Ordinances or parts of Ordinances conflict with any of the provisions of this Ordinance, the provisions of this Ordinance shall control.

SECTION 4. 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 ____ day_____, 2022.

Mayor Phil Anderson

ATTEST:

City Clerk, Rene Cranis

S:\AKA\CLIENTS\Winter Park\Planning and CRA W600-26037\301 N Penn LLC\Ordinance Authorizing Stormwater Drainage Easement Agreement 01-21-2022.docx

After recording return to:

City of Winter Park
Attn: City Clerk
401 S. Park Avenue
Winter Park, FL 32789
Orange County Tax Parcel ID # 06-22-30-3724-13-001

STORMWATER POND DRAINAGE EASEMENT AGREEMENT

THIS STORMWATER POND DRAINAGE EASEMENT AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into this ____ day of _____ 2022, by and between CITY OF WINTER PARK, a Florida municipal corporation, whose address is 401 S. Park Avenue, Winter Park, Florida 32789 (hereinafter referred to as the “Grantor”), DOUGLAS PARTNERS REALTY, LLC, whose address is 336 W. Morse Blvd., Winter Park, Florida 32789 and its successors and/or assigns (“Douglas Partners”), and DIVERSIFIED PROPERTY INVESTMENTS, INC., whose address is whose address is 336 W. Morse Blvd., Winter Park, Florida 32789 and its successors and assigns (“Diversified”) (Douglas Partners and Diversified are hereinafter collectively referred to as the “Grantees”).

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain stormwater pond and related improvements located upon that certain 0.20 +/- acre parcel of real property fronting on Israel Simpson Court located in the City of Winter Park, Orange County, Florida, having Tax Parcel Identification Number 06-22-30-3724-13-001, and depicted and legally described as Parcel #3 in **Exhibit “A”** attached hereto and incorporated herein by referenced (“Retention Pond Property”); and

WHEREAS, Douglas Partners is the fee simple owner of that certain 0.47 +/- acre parcel of real property located at 301 N. Pennsylvania Avenue, City of Winter Park, Orange County, Florida, having Orange County Tax Parcel Identification Number 06-22-30-1168-05-113, and depicted and legally described as Parcel #1 in **Exhibit “A”** attached hereto and incorporated herein by reference (“Office Property”); and

WHEREAS, Diversified is the fee simple owner of that certain 0.27 +/- acre parcel of real property located at 271 Pennsylvania Avenue, City of Winter Park, Orange County, Florida, having Orange County Tax Parcel Identification Number 06-22-30-1168-05-122, and depicted and legally described as Parcel #2 in **Exhibit “A”** attached hereto and incorporated hereby by reference (“Diversified Property”); and

WHEREAS, the Diversified Property is currently improved with a 4,868 square foot, two story building and its stormwater drainage needs are accommodated in part by the Office Property; and

WHEREAS, Douglas Partners intends to develop the Office Property with an 6,000 square foot office building office (“Project”) but has inadequate land onsite to accommodate the stormwater drainage conveyance, retention and treatment needs of the Project and the current needs of the developed Diversified Property; and

WHEREAS, Grantees desires to obtain from the Grantor, and the Grantor desires to grant to Grantees, a non-exclusive, perpetual, stormwater pond drainage easement for the sole purpose of the

conveyance, retention, and detention of storm water run-off originating from the Office Property and the Diversified Property to accommodate the Project (herein “Stormwater Pond Drainage Easement”); and

WHEREAS, the legal description for the Stormwater Pond Drainage Easement is same as the Retention Pond Property depicted and described as Parcel #3 attached hereto as **Exhibit “A”**, except that the Grantee shall not disturb the vehicle parking area upon the Retention Pond Property; and

NOW THEREFORE, in consideration of the aforesaid premises, the sum of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Grantor and Grantee do hereby agree as follows:

1. **RECITALS.** The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Agreement by this reference.

2. **STORMWATER POND DRAINAGE EASEMENT GRANT.** Grantor does hereby give, grant and convey to Grantees, a non-exclusive, perpetual, stormwater pond drainage easement for the sole purpose of the conveyance, retention, and detention of storm water run-off originating from the Office Property and Diversified Property to the stormwater pond upon the Retention Pond Property subject to the conditions and terms set forth herein. The stormwater run-off originating from the Office Property and Diversified Property being conveyed to the Retention Pond Property shall be limited to the volume for which was originally approved by the Grantor in plans on file with the City of Winter Park and shall not be increased or expanded. Grantees shall not permit other properties to connect to the drainage systems upon the Office Property and Diversified Property that would cause additional stormwater drainage to flow into the Retention Pond Property. The Stormwater Pond Drainage Easement shall be for the benefit of the Office Property and Diversified Property. Grantor shall retain all other rights of ownership, possession and use of the Retention Pond Property, including the right to convey, retain and treat additional stormwater in the Retention Pond benefitting the Grantor’s property interests or public rights-of-way. This instrument does not grant any easement rights in Grantor’s public rights-of-way and drainage systems thereon.

3. **CONSTRUCTION.** Provided that Douglas Partners obtains all necessary development orders and permits for the Project and obtains Grantor’s approval for the design of the Retention Pond, Douglas Partners shall, at Douglas Partners’ sole cost, design, permit and construct modifications of the retention pond upon the Retention Pond Property and other drainage improvements of sufficient size and capacity to accommodate the Grantor’s existing drainage needs for public rights-of-way and improvements thereon, any other existing drainage into the Retention Pond Property, and the needs of the Project and as constructed condition of the Diversified Property (“Retention Pond”). Prior to construction of the Retention Pond, Douglas Partners shall submit to the Grantor for review and comment detailed design and construction plans for the Retention Pond and obtain approval for the same from the Grantor. Douglas Partners’ design, construction, use and operation of the Retention Pond shall not disturb or interfere with the existing vehicle parking area upon the Retention Pond Property. Douglas Partners shall allow Grantor to inspect the construction of the Retention Pond. Upon completion of the Retention Pond, Douglas Partners shall cause to be provided to Grantor (i) a signed, sealed and certified “as-built” survey of the Retention Pond to be completed and certified to Grantor; and (ii) a signed and sealed certification by the engineer of record that the Retention Pond was constructed according to approved design and construction plans.

4. **MAINTENANCE & COST.** After completion of construction of the Retention Pond, Douglas Partners (and its successors and assigns), at its sole cost, will be responsible for the operation, maintenance, and repair (including replacement if and when replacement is needed) of the Retention Pond

and the improvements, sod and landscaping thereon. Such maintenance obligations by Douglas Partners includes routine mowing and trimming of sod and landscaping. In the event Douglas Partners fails to properly operate, maintain and repair (or replace) the Retention Pond and improvements, sod or landscaping thereon, Grantor shall have the right to self-perform such work and invoice Douglas Partners for the cost of the same, which Douglas Partners shall pay to Grantor within ten (10) days of receipt of the invoice.

If the Grantor is not timely paid for any amount owed under this Agreement, Grantor shall have all rights and remedies at law and in equity to collect amounts due. Past due amounts under this Agreement shall accrue interest at the rate of twelve percent (12%) per annum. In addition, Grantor shall have the right to place a lien against the Office Property for any amount due and not timely paid to Grantor under this Agreement by recording a notice of lien. The recorded notice of lien shall constitute a lien upon the Office Property and the lien may be foreclosed upon for the benefit of the Grantor (or its successors and assigns) at any time that is at least thirty (30) days after the notice of lien was recorded in the public records. Such recorded notice of lien shall be superior to all other liens and encumbrances that become a matter of record after the recording date of this Agreement regardless of when the notice of lien is recorded. Grantor may foreclose such lien in accordance with the procedures established in Section 702.10, Florida Statutes, or successor or other statute providing for lien foreclosure procedures. The Office Property owner may obtain a release from the lien by paying the amount stated in the lien, plus accrued interest of twelve percent (12%) per annum, plus attorney's fees and costs incurred by the Grantor in filing and collecting upon the lien and amounts owed.

5. **DONATION.** Douglas Partners shall make a \$25,000.00 donation to the Grantor's Affordable and Workforce Housing Trust Fund as a precondition to exercising the easement rights under this Agreement. If such donation is not made by Douglas Partners within thirty (30) days from the execution of this Agreement, the Grantor shall have the right to terminate this Agreement upon written notice to Douglas Partners. Upon termination pursuant to this paragraph, the Grantor shall have the right to record a notice of termination of this Agreement.

6. **ENVIRONMENTAL/INDEMNIFICATION.** Grantees shall not allow and shall affirmatively prevent any and all hazardous wastes, hazardous substances, petroleum products, trash and other adverse matters from draining, being placed in or on, or otherwise coming onto or into the Stormwater Pond Drainage Easement and Retention Pond. Grantees shall ensure the proper operation, maintenance and repair of all drainage inlets, pipes and connections upon or connected from the Office Property and Diversified Property to the Retention Pond. Grantees hereby indemnify and hold Grantor harmless from any and all damages, penalties, claims, cleanups, remediations, assessments, lawsuits, disputes, attorneys' fees (with attorneys selected by Grantor), experts' fees and other adverse matters which in any way relate to Grantees' breach or violation of Grantees' obligations under this Agreement.

7. **TERMINATION.** The Grantor shall have the right to terminate this Agreement, without cost or penalty, upon written notice to the Grantees if the Project does not receive all necessary development orders and building permits on or before February 1, 2023. Upon termination pursuant to this paragraph, the Grantor shall have the right to record a notice of termination of this Agreement.

8. **DURATION, SUCCESSORS AND ASSIGNS.** This Agreement and the rights and obligations contained herein shall be deemed to run with the title to the lands referred to herein for the benefit and burden of parties, as their interests may exist, and the successors and assigns of Grantees forever, unless terminated as provided herein. It is expressly covenanted and agreed that this Agreement does in no way convey the fee simple title to all or a portion of Grantor's property, but is only a permanent non-exclusive Stormwater Pond Drainage Easement for the limited purposes herein stated.

Grantor may have Grantor's agents, employees, contractors and other designees carry out Grantor's rights or obligations under this Agreement.

9. **RECORDING/EFFECTIVE DATE.** This Agreement shall be recorded in the Public Records of Orange County, Florida. This Agreement shall be effective upon its execution by all of the parties hereto.

10. **GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding brought pursuant to this Agreement shall be in Orange County, Florida. Nothing herein shall constitute a waiver of Grantor's sovereign immunity, police power or home rule authority or of any other privilege, immunity or defense afforded to Grantor or its officials, employees or agents under law.

11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof and may not be amended, waived or discharged, except by an instrument in writing executed by Grantees and the Grantor (or their respective successors and assigns), which written document shall be recorded in the Public Records of Orange County, Florida. No prior oral or written agreement shall have any force or effect whatsoever unless contained within this Agreement.

12. **MISCELLANEOUS.** The headings as used herein are for reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties as set forth herein, or limit the provisions or scope of any section herein nor shall headings be used in interpreting all or any portion of this Agreement. In the event of any lawsuit arising out of or connected with the use of the Stormwater Pond Drainage Easement or rights and obligations created by this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including paralegal and appellate attorney's fees, from the party or parties who do not prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Signature

Print

Signature

Print

"GRANTEES"
DOUGLAS PARTNERS REALTY,
LLC

By:

Its: _____

STATE OF FLORIDA }
COUNTY OF _____}

The foregoing instrument was acknowledged before me this [] by physical presence or [] by online notarization this _____ day of _____, 2022, by _____ as managing member of **Douglas Partners Realty, LLC** who is personally known _____ or who produced identification of the following type:

Notary Stamp:

NOTARY PUBLIC
STATE OF FLORIDA

Signature

Print Name

Signed, sealed and delivered
in the presence of:

Signature

Print

Signature

Print

“GRANTEES”

**DIVERSIFIED PROPERTY
INVESTMENTS, INC.**

By:

Its: _____

STATE OF FLORIDA }
COUNTY OF _____}

The foregoing instrument was acknowledged before me this [] by physical presence or [] by online notarization this _____ day of _____, 2022, by _____ as managing member of **Diversified Property Investments, Inc.** who is personally known _____ or who produced identification of the following type:

Notary Stamp:

NOTARY PUBLIC
STATE OF FLORIDA

Signature

Print Name

Signature

Print

Signature

Print

“GRANTOR”
CITY OF WINTER PARK, a Florida
municipal corporation

Phil Anderson, Mayor

STATE OF FLORIDA}
COUNTY OF ORANGE}

The foregoing instrument was acknowledged before me this [] by physical presence or [] by online notarization _____ day of _____, 2022, by Phil Anderson as Mayor of the CITY OF WINTER PARK, a Florida municipal corporation, who is personally known _____ or who produced identification of the following type:

Notary Stamp:

NOTARY PUBLIC
STATE OF FLORIDA

Signature

Print Name

S:\AKA\CLIENTS\WINTER PARK\PLANNING AND CRA W600-26037\301 N PENN LLC\STORMWATER POND EASEMENT AGREEMENT 2-11-2022.DOC

Boundary Survey

Legal Description:

· PARCEL #1: (301 N PENNSYLVANIA AVENUE, WINTER PARK, FL. 32789)

THE NORTH 100 FEET OF LOTS 11 AND 12, BLOCK E, CAPEN'S ADDITION TO WINTER PARK, ACCORDING TO THE PLAT OF THE SAME, AS RECORDED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. SUBJECT TO A RIGHT OF WAY EASEMENT OVER THE NORTH 40 FEET THEREOF, AS RECORDED IN OF

PARCEL #2 (271 N PENNSYLVANIA AVENUE, WINTER PARK, FL. 32789)

LOT 12, BLOCK E, LESS THE NORTH 100 FEET THEREOF, CAPENS ADDITION TO WINTER PARK, ACCORDING TO THE PLAT OF THE SAME, AS RECORDED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

PARCEL #3 (RETENTION POND)

THAT PART OF LOT 13 DESCRIBED AS BEGINNING NORTHEASTERLY MOST CORNER OF SAID LOT 13 THENCE RUN N 78-08-48 W ALONG SAID NORTH RIGHT-OF-WAY LINE OF ISRAEL SIMPSON CT; THENCE RUN N 78-08-48 W ALONG SAID NORTH RIGHT-OF-WAY LINE OF ISRAEL SIMPSON CT; THENCE RUN S 89-57-57 W, 114.22 FEET TO THE POINT OF BEGINNING.

-Site Benchmark Information-

 #1

Found Box Cut on curb, 4.5' West of
Concrete Apron
Elevation: 91.39'

 #2

Top of Nail & Disk located at the Southeast
Corner of Subject Property.
Elevation: 91.38'

-Benchmark Information-



Orange County Datum Elevation: 88.40'

Identification Number: L651001

(Elevations are based upon NGVD 88 Datum)

THE
FACIAL

EXISTING CONDITION



N

JE
AL

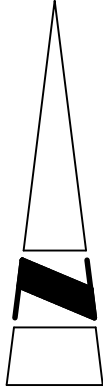


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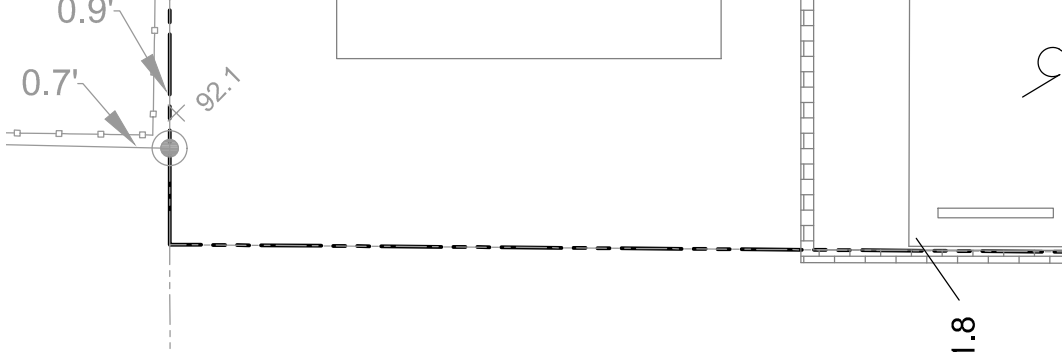
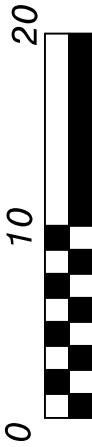
The logo consists of the letters 'L-LN' in a bold, orange, sans-serif font. The 'L' and 'N' are larger and more prominent, with the hyphen in between being smaller and centered.

1'-0"

4'-0" MAX



1" = 10'



DRAINAGE STRUCTURES				
DRAINAGE STRUCTURE	TOP (FT)	INVERT (FT)	TYPE	NOTE
D-1	91.3	87.39	FDOT-TYPE C	H-20-STEEL GRATE
D-2	91.3	87.26	FDOT-TYPE C	H-20-STEEL GRATE
D-3	91.4	87.19	FDOT-TYPE C	H-20-STEEL GRATE
M-1	91.5	87.12	FDOT-TYPE P	SOLID CI COVER (H-20)

DRAINAGE PIPE			
DRAINAGE PIPE	LENGTH (FT)	STOPE (%)	DIAMETER (IN)
P-1	73	0.18%	12
P-2	37	0.18%	12
P-3	38	0.18%	15
P-4	93	0.13%	15

TREATMENT VOLUME - REQUIRED AND PROVIDED		
BASIN OR AREA	IMPERVIOUS AREA, SF	RUNOFF, IN
		VOLUME, CF

GENERAL STRUCTURAL NOTES

GENERAL CONDITIONS

- ALL STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE MECHANICAL, CIVIL, ARCHITECTURAL, ELECTRICAL, HVAC, PLUMBING AND SHOP DRAWINGS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL REVIEW AND VERIFY DIMENSIONS SHOWN IN ALL PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT THE WORK DEPICTED ON THE DRAWINGS. SHOULD DISCREPANCIES APPEAR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING TO OBTAIN ENGINEER'S CLARIFICATION BEFORE COMMENCING WITH THE WORK.
- FOR ALL ITEMS EMBEDDED IN OR PASSING THROUGH CONCRETE, THE CONTRACTOR SHALL REFER TO PROJECT DOCUMENTS FOR TYPE, SIZE, LOCATION, AND SPECIAL INSTALLATION REQUIREMENTS FOR THESE ITEMS.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT EXISTING STRUCTURES FROM DAMAGE WHEN WORKING IN AND AROUND EXISTING STRUCTURES PERFORMING WORK SUCH AS DEMOLITION, FOUNDATION EXCAVATIONS, AND OTHERS.
- ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE ON THE PROJECT, EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN.

DESIGN CRITERIA

BUILDING CODES AND REFERENCES:

- 2020 FLORIDA BUILDING CODE, BUILDING - 7TH EDITION (FBC)
- REINFORCED CONCRETE: ACI 318-14 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"
- LIVE LOADS:

- RETAINING WALL SURCHARGE:

100 PSF

- RISK CATEGORY: II

- WIND DESIGN CRITERIA:

ULTIMATE DESIGN WIND SPEED, V_{ULT} 140 MPH
NOMINAL DESIGN WIND SEED, V_{ASD} 108 MPH
EXPOSURE CATEGORY B

FOUNDATIONS

ALLOWABLE SOIL BEARING PRESSURE USE FOR DESIGN IS LIMITED TO 2,000 PSF. CLASS 4 FOUNDATION MATERIAL PER FBC TABLE 1806.2 HAS ASSUMED FOR DESIGN.

CONCRETE (CAST-IN-PLACE)

&
@

ACI
ADDTL
ALUM
ALT
APROX
BOT
CIP
CJ
CL
CLR
CONC
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CONT
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(E)
EA
EF
EJ
EL
EMBED
EQ
EW
EXIST
EXP
FG

Policy 1-H-2: If Non-Residential Zonings Are Approved, Compensation Required for Lost Housing In situations where a change to non-residential Comprehensive Plan Amendment is approved, in this planning area, the loss of housing or housing potential must be compensated for through the provision of housing or negotiated fees in lieu of housing, paid to the Affordable and Workforce Housing Trust Fund.



City Commission **agenda item**

item type Public Hearings	meeting date March 23, 2022
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Ordinance: Establishing the Winter Pines Golf Course Advisory Board. (2nd reading)

motion / recommendation

Approve and appoint board members. The following appointments will be presented:
Mayor Anderson: Marc Reicher, Sean Connelly and Nancy Freeman
Commissioner Sullivan: David Webster
Commissioner DeCiccio: Skip Smith
Commissioner Weaver: Jim Fitch (transfer from Planning and Zoning)

background

This ordinance is presented at the direction of the City Commission in its meeting on January 26, 2022.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Ordinance creating Winter Pines Golf Course Advisory Board.doc](#)

ORDINANCE

AN ORDINANCE OF THE CITY OF WINTER PARK FLORIDA, AMENDING ARTICLE III OF CHAPTER 2 OF THE WINTER PARK CODE OF ORDINANCES REGARDING SUBSIDIARY CITY BOARDS TO ESTABLISH THE WINTER PINES GOLF COURSE ADVISORY BOARD; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to Establish the Winter Pines Golf Course Advisory Board; and

WHEREAS, the City Commission determines that this Ordinance is in the best interest of the citizens of the City of Winter Park.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals. The recitals set forth above are hereby adopted and incorporated by reference.

Section 2. Amendment/Adoption. Chapter 2, Article III, Division 1 and Division 3 of the City of Winter Park Code of Ordinances is hereby amended to read as follows: (underlined language are additions; ~~stricken through~~ language are deletions; provisions and sections not included are not being amended):

ARTICLE III. - SUBSIDIARY BOARDS OF THE CITY OF WINTER PARK

DIVISION 1. ESTABLISHMENT OF CITY BOARDS

Sec. 2-47. - List and size of boards established.

The general requirements for boards are specified in division 2 herein and the board specific requirements are specified in division 3. Unless otherwise provided by the City Charter, state law, other ordinance or this article, each board shall have seven members. The following boards are established:

- (1) Board of adjustments;
- (2) Civil service board (also sits as the independent personnel review board);
- (3) Code compliance board (which also sits as the nuisance abatement board and performs the functions of a code enforcement board pursuant to F.S. ch. 162);
- (4) Community redevelopment agency;

- (5) Community redevelopment advisory board;
- (6) Construction board of adjustments and appeals;
- (7) Economic development advisory board;
- (8) Historic preservation board;
- (9) Housing authority board;
- (10) Keep Winter Park beautiful and sustainable advisory board;
- (11) Lakes and waterways advisory board;
- (12) Parks and recreation advisory board;
- (13) Transportation advisory board;
- (14) Planning and zoning board;
- (15) Public art advisory board;
- (16) Utilities advisory board;
- (17) Winter Park Firefighters' pension board;
- (18) Winter Park Police Officers' pension board;
- (19) Orange Avenue Overlay Appearance Review Advisory Board;
- (20) Tree preservation board;
- (21) Lake Killarney Advisory Board.
- (22) Winter Pines Golf Course Advisory Board.

DIVISION 3. - DESCRIPTION, DUTIES AND PROCEDURES OF EACH CITY BOARD

Sec. 2-74. – Winter Pines Golf Course Advisory Board.

Pursuant to the authority of the city commission, there is created and established the Winter Pines Golf Course Advisory Board, subject to the following provisions:

(1) Membership. The number of members and the procedures for appointment thereof shall be in accordance with section 2.19 of the Charter and section 2-48, of the city code.

(2) Advisory board - functions and responsibility. The golf course advisory board is an advisory board and shall after receiving such information as it deems appropriate, and following due deliberation in accordance with its internal rules and procedures, give advice and recommendations to the City Commission concerning the Winter Park Pines Golf Course. The board will provide advice on capital improvements, revenue and service/program opportunities, and

marketing/branding. Additionally, the board will promote the golf course and facilities to the Winter Park community. The golf course advisory board shall have no adjudicatory or enforcement authority.

(3) Procedures. The procedures and rules for operation of the golf course advisory board shall be in accordance with the general requirements stated in divisions 1 and 2 of this article.

Section 3. Codification. Section 2 of this Ordinance shall be codified in the City Code. Any section, paragraph number, letter or heading within the Code may be changed or modified as necessary to effectuate the codification. Grammatical, typographical and similar or like errors may be corrected in the Code, and additions, alterations and omissions not affecting a material substantive change in the construction or meaning of this Ordinance may be freely made.

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

Section 5. Conflicts. In the event of any conflict between this Ordinance, or any part thereof, with any of the provisions of other City Ordinances or the City Code, this Ordinance shall control.

Section 6. Effective Date of Ordinance. This Ordinance shall become effective immediately upon adoption of the City Commission of the City of Winter Park, Florida.

Adopted by the City Commission of the City of Winter Park, Florida in a regular meeting assembled on the ____ day of _____, 2022.

Mayor Phillip Anderson

ATTEST:

Rene Cranis, City Clerk



City Commission **agenda item**

item type Public Hearings	meeting date March 23, 2022
prepared by Rene Cranis	approved by Wes Hamil, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Ordinance authorizing the issuance of not to exceed \$8,000,000 Capital Improvement Revenue Bond, Series 2022 to finance the acquisition, rehabilitation and equipping of the Winter Pines Golf Club (2nd reading)

motion / recommendation

Approve ordinance authorizing the issuance of not to exceed \$8,000,000 Capital Improvement Revenue Bond, Series 2022

background

At the January 26 Commission meeting, the City Commission voted to approve the letter of intent to proceed with the purchase of Winter Pines Golf Course. The attached ordinance was prepared by the City's bond counsel, Greenberg Traurig.

The City's financial advisor, PFM, has solicited proposals to underwrite the bond and a recommendation to award the bond to an underwriter and adopt a resolution incorporating the terms of the proposal will be presented to the commission at its March 23 meeting.

alternatives / other considerations

fiscal impact

Annual debt service on the bond is expected to be approximately \$530,000. The bond will be secured by a covenant to budget and appropriate non-ad valorem revenues of the City. Net revenues generated by operation of the Winter Pines Golf Course are anticipated to be adequate to cover debt service costs.

ATTACHMENTS:

[62737971_v 1_ORDINANCE - Winter Park 2022 CBA.DOCX](#)

ORDINANCE NO. _____-22

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS NOT TO EXCEED \$8,000,000 CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2022 IN ORDER TO FINANCE THE ACQUISITION, REHABILITATION AND EQUIPPING OF THE WINTER PINES GOLF CLUB TO PRESERVE AS GREEN SPACE FOR THE CITY'S PARKS AND RECREATION PROGRAM; PROVIDING AUTHORIZATION FOR THIS ORDINANCE; PROVIDING FINDINGS; PROVIDING FOR THE PAYMENT OF SUCH BONDS FROM A COVENANT TO BUDGET AND APPROPRIATE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. This ordinance is enacted pursuant to the provisions of Chapter 166, Parts I and II, Florida Statutes; Chapter 159, Part I, Florida Statutes; Section 2.14 of the Charter of the City of Winter Park, Florida (the "City"); and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

A. Section 2.14 of the Charter of the City (the "Charter") provides that the City Commission of the City (the "City Commission") shall have the authority to borrow money, contract loans and issue bonds in accordance with the provisions of the Constitution of the State of Florida and the general laws of the state. Section 2.14 of the Charter also provides that approval by voter referendum is not required prior to the issuance of revenue bonds which finance the purchase, lease and/or acquisition of park real property and/or park projects by the City.

B. The City Commission finds that the purchase of the Winter Pines Golf Club constitutes the acquisition of park real property and protects and preserves green space within the City and therefore no approval by voter referendum is required by the Charter.

C. On or about February 2, 2022, the City, through its financial advisor, PFM Financial Advisors LLC, Orlando, Florida (the "Financial Advisor"), issued a request for proposals for the financing of the acquisition, rehabilitation, and equipping of the Winter Pines Golf Club and paying the costs of issuance related thereto, pursuant to which the Mayor and City Manager, in conjunction with its Financial Advisor, will select the response from a financial institution containing the terms most favorable to the City.

D. The Series 2022 Bond will be secured by a covenant to budget and appropriate from certain legally available non-ad valorem revenues of the City.

SECTION 3. AUTHORIZATION OF BOND. The issuance by the City of its not exceeding \$8,000,000 Capital Improvement Revenue Bond, Series 2022 (herein the "Series 2022

Bond") for the purpose of financing the acquisition, rehabilitation, and equipping of the Winter Pines Golf Club and paying the costs of issuance related thereto; to be dated, to bear interest at a rate or rates not exceeding the maximum legal rate per annum, to be payable, to mature, to be subject to redemption and to have such series designations and other characteristics as shall be provided by subsequent resolution or resolutions of the Commission prior to its delivery; and to be secured by a covenant to budget and appropriate from legally available non-ad valorem revenues of the City is hereby authorized. The Commission may adopt a specific bond resolution (including any necessary resolutions supplemental to the bond resolution) supplemental to this ordinance, setting forth the maturities (or a mechanism for determining such maturities on or prior to the sale of the Series 2022 Bond) and the fiscal details and other covenants and provisions necessary for the sale and issuance of the Series 2022 Bond. In addition, the bond resolution may authorize various interest rate modes and appropriate agreements for such modes and may establish special accounts and include provisions for the sole benefit of the holders of the Series 2022 Bond, as circumstances dictate, in order to fully protect the rights of the holders of the Series 2022 Bond. In the case of any inconsistency between the provisions of the Original Resolution and such bond resolution provisions for the Series 2022 Bond, the provisions of the bond resolution shall control.

The Series 2022 Bond, when delivered by the City pursuant to the terms of the specific bond resolution and any resolution supplemental thereto as contemplated hereby shall not constitute a general obligation or indebtedness of, or a pledge of the faith, credit or taxing power of, the City or the State of Florida or any agency or political subdivision thereof, but is a limited, special obligation of the City, the principal of, premium, if any, and interest on which are payable from a covenant to budget and appropriate legally available non-ad valorem revenues. Neither the City nor the State of Florida, or any agency or political subdivision thereof, will be obligated (i) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property to pay the principal of, premium, if any, or interest on the Series 2022 Bond, or other costs incident thereto, or (ii) to pay the same from any funds of the City except from certain non-ad valorem revenues of the City in the manner provided in the specific bond resolution and any resolution supplemental thereto. The Series 2022 Bond does not constitute a lien upon any other property of or in the City.

SECTION 4. GENERAL AUTHORITY. The Mayor, City Manager, Assistant City Manager and Finance Director of the City, or any of them and such other officers and employees of the City as may be designated by the Mayor are hereby authorized, pending adoption of the above resolutions, to do all things and to take any and all actions on behalf of the City, without further action by the Commission, to furnish disclosures, representations, certifications and confirmations concerning the City; and to execute and deliver any bond purchase agreements or bank commitments regarding the Series 2022 Bond, and all other documents and instruments deemed appropriate by any of such officers, the approval of the City and all corporate power and authority for such actions to be conclusively evidenced by the execution and delivery thereof by any of such officers.

SECTION 5. REPEAL OF INCONSISTENT PROVISIONS. All ordinances, resolutions or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE. This ordinance shall take effect immediately upon its final passage and adoption.

ADOPTED after reading by title at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, Florida, on this ____ day of _____ 2022.

Phil Anderson, Mayor

ATTEST:

Rene Cranis, City Clerk



City Commission **agenda item**

item type Public Hearings	meeting date March 23, 2022
prepared by Wes Hamil	approved by Wes Hamil, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Resolution authorizing the issuance of the City's Capital Improvement Bond, Series 2022 not to exceed \$8,000,000 to finance the acquisition, rehabilitation and equipping of the Winter Pines Golf Club

motion / recommendation

Approve resolution authorizing the issuance of the Capital Improvement Bond, Series 2022

background

The City's financial advisor, PFM Financial Advisors LLC, coordinated the solicitation of proposals to underwrite the 2022 bond. Seven responses were received and PFM and staff concluded the proposal from Webster Bank offered the lowest interest rate (2.54%) and the most favorable terms since the rate was fixed for the entire term of the 20 year bond. The attached resolution memorializes the terms of the bond between the City and Webster Bank. The bond also allows the City to prepay after five years with a 1% premium and after eight years without penalty.

alternatives / other considerations

fiscal impact

Annual debt service on the 2022 bond will be approximately \$520,000

ATTACHMENTS:

[63511295_v_3_Authorizing_Resolution_Winter_Park_2022_Capital_Improvement.DOCX](#)

RESOLUTION 2260-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA SUPPLEMENTING ORDINANCE 3240-22 ENACTED MARCH 23, 2022; AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2022 IN A PRINCIPAL AMOUNT NOT TO EXCEED \$8,000,000 IN ORDER TO FINANCE THE ACQUISITION, REHABILITATION AND EQUIPPING OF THE WINTER PINES GOLF CLUB TO PRESERVE AS GREEN SPACE FOR THE CITY'S PARKS AND RECREATION PROGRAM; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE AND SALE OF THE SERIES 2022 BOND; AUTHORIZING A NEGOTIATED SALE OF SAID SERIES 2022 BOND TO WEBSTER BANK, NATIONAL ASSOCIATION; DELEGATING CERTAIN AUTHORITY TO THE MAYOR; PROVIDING FOR CERTAIN TERMS OF THE SERIES 2022 BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF THE SERIES 2022 BOND, SUCH SERIES 2022 BOND TO BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM A COVENANT TO BUDGET AND APPROPRIATE FROM LEGALLY AVAILABLE NON-AD VALOREM REVENUES AS PLEDGED HEREIN; PROVIDING FOR THE RIGHTS AND SECURITIES OF THE OWNER OF THE SERIES 2022 BOND; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE PURCHASER OF THE SERIES 2022 BOND; AUTHORIZING THE MAYOR AND CITY MANAGER TO TAKE CERTAIN ACTIONS AND TO EXECUTE AND DELIVER CERTAIN DOCUMENTS; APPOINTING THE CLERK AS PAYING AGENT AND BOND REGISTRAR FOR SAID SERIES 2022 BOND; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA:

SECTION 1. AUTHORIZATION. This Resolution is adopted pursuant to the Florida Constitution and the provisions of Chapter 166, Part II, Florida Statutes, the Charter of the City of Winter Park, Florida (the "Issuer"); Ordinance 3240-22 (the "Bond Ordinance") and other applicable provisions of law (hereinafter collectively referred to as the "Act"). This Resolution is supplemental to the Bond Ordinance.

SECTION 2. DEFINITIONS. Unless otherwise defined herein, capitalized terms shall have the meanings set forth below.

"Bond Ordinance" means Ordinance 3240-22 enacted by the City on March 23, 2022, as supplemented by this Resolution.

"Bond Registrar" shall mean the City via the Clerk, who shall maintain the registration books of the City and be responsible for the transfer and exchange of the Series 2022 Bond, and who shall also be the paying agent for the Series 2022 Bond.

"Business Day" shall mean any day other than a Saturday, Sunday or day on which banking institutions within the State of Florida are authorized or required by law to remain closed.

"Charter" means the charter of the City of Winter Park, Florida.

"City" means the City of Winter Park, Florida, a municipal corporation of the State of Florida, or any successor thereto.

"City Commission" means the City Commission of the City, or its successor in function.

"City Manager" means the City Manager of the City or his or her designee.

"Clerk" means the City Clerk or assistant or deputy City Clerk of the City, or such other person as may be duly authorized by the City Commission of the City to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Debt" means as of any date and without duplication, all of the following to the extent that they are payable in whole or in part from any Non-Ad Valorem Funds: (i) all obligations of the City for borrowed money or evidenced by bonds, debentures, notes or other similar instruments; (ii) all obligations of the City to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (iii) all obligations of the City as lessee under capitalized leases; and (iv) all indebtedness of other persons to the extent guaranteed by, or secured by Non-Ad Valorem Revenues of the City.

"Event of Default" shall mean the occurrence and continuance of one or more of the following events:

(a) payment of the principal of the Series 2022 Bond is not made when the same shall become due and payable; or

(b) payment of any installment of interest or any other amount payable on the Series 2022 Bond is not made when the same shall become due and payable; or

(c) the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Series 2022 Bond

or this Resolution and such default shall continue for thirty (30) days from the earlier of (a) after written notice shall have been received by the City from the Bondholder specifying such default and requiring the same to be remedied or (b) when notice was required to be given by the City pursuant to Section 6 hereof; provided, however, that if, in the reasonable judgment of the Bondholder, the City shall proceed to take such curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of thirty (30) days, then such period shall, upon the written consent of the Bondholder, be increased to such extent as shall be necessary to enable the City to diligently complete such curative action; provided further, however, that in no event shall the cure period exceed sixty (60) days; or

(d) any representation or warranty made in writing by or on behalf of the City in this Resolution or the Series 2022 Bond shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(e) the City admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, declares a financial emergency or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof or the involuntary appointment of a receiver or trustee for the City, where such event continues for at least sixty (60) days undismissed or undischarged.

"Event of Taxability" means the occurrence after the date hereof of a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on all or a portion of any Series 2022 Bond is or was includable in the gross income of an Owner for Federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the City has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity at the City's own expense to contest the same, either directly or in the name of any Owner, and until the conclusion of any appellate review, if sought. An Event of Taxability does not include and is not triggered by a change in law by Congress that causes the interest to be includable under Owner's gross income. For all purposes of this definition, the effective date of any Event of Taxability will be the first date as of which interest is deemed includable in the gross income of the registered owner of the Series 2022 Bond.

"Finance Director" means the Director of Financial Services for the City or his or her designee.

"Interest Rate" shall mean a per annum rate equal to 2.54%, prior to the occurrence of an Event of Taxability, and after an Event of Taxability shall mean the Taxable Rate.

"Mayor" means the Mayor of the City or his or her designee.

"Non-Ad Valorem Revenues" means all revenues of the City not derived from ad valorem taxation and which are lawfully available to be used to pay debt service on amounts due under the Series 2022 Bond as the same shall become due, all as more particularly set forth in Section 8 hereof.

"Owner," or "Bondholder" means the Person or Persons in whose name or names the Series 2022 Bond shall be registered on the books of the City kept for that purpose in accordance with the provisions of this Resolution.

"Payment Date" means June 1 and December 1 of each year.

"Person" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Purchaser" means Webster Bank, National Association, or any affiliate thereof.

"Record Date" shall mean the 15th day of the month immediately preceding any interest payment date for the Series 2022 Bond.

"Resolution" means this Resolution supplementing the Bond Ordinance pursuant to which the Series 2022 Bond is authorized to be issued, including any supplemental resolution(s).

"Series 2022 Bond" or "Series 2022 Bonds" means the not to exceed \$8,000,000 City of Winter Park, Florida Capital Improvement Revenue Bond, Series 2022 authorized by Section 6 hereof.

"Series 2022 Project" means the acquisition, rehabilitation, and equipping of the Winter Pines Golf Club.

"State" means the State of Florida.

"Taxable Period" shall mean the period of time between (a) the date that interest on the Series 2022 Bond is deemed to be includable in the gross income of the owner thereof for federal income tax purposes as a result of an Event of Taxability, and (b) the date of the Event of Taxability and after which the Series 2022 Bond bears interest at the Taxable Rate.

"Taxable Rate" shall mean the interest rate per annum that shall provide the Owner with the same after-tax yield that the Owner would have otherwise received had the Event of Taxability not occurred, taking into account the increased taxable income of the Owner as a result of such Event of Taxability. The Owner shall provide the City with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the City.

SECTION 3. FINDINGS. The City Commission hereby finds and determines that:

(a) The City is a duly constituted and validly existing municipality within the State of Florida with requisite home rule powers derived from the Constitution and Laws of the State of Florida.

(b) In order to protect and preserve green space within the City, the City desires to acquire, rehabilitate, and equip the existing golf course known as Winter Pines Golf Club (the "Series 2022 Project").

(c) In order to finance the Series 2022 Project, it is necessary and desirable to provide for the issuance of a capital improvement revenue bond (the "Series 2022 Bond").

(d) The capital improvement revenue bond to be issued to finance the Series 2022 Project will be secured by a covenant to budget and appropriate certain legally available Non-Ad Valorem revenues of the City as set forth herein.

(e) Debt service on the Series 2022 Bond will be paid from legally available Non-Ad Valorem Revenues budgeted and appropriated in accordance with this Resolution. The Non-Ad Valorem Revenues are expected to be sufficient to pay the principal and interest on the Series 2022 Bond, as the same become due.

(f) The Series 2022 Bond to be issued under this Resolution does not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction and is not subject to the provisions of any other law or charter relating to the authorization, issuance, or sale of bonds.

(g) The City has received responses to its request for proposals for the financing of the Series 2022 Project pursuant to which the City Manager, in conjunction with its financial advisor, has recommended the Purchaser as the response containing the terms most favorable to the City. Due to the immediate need for funds, prevailing market conditions, and the nature of the contemplated financing, it is hereby determined that it is in the best interests of the public and the City to issue and sell the Series 2022 Bond to the Purchaser.

(h) The principal of and interest on the Series 2022 Bond shall be payable from and secured solely by a covenant to budget and appropriate legally available Non-Ad Valorem Revenues. Neither the City, nor the State of Florida or any political subdivision thereof or governmental authority or body therein, shall ever be required to levy ad valorem taxes to pay the principal of and interest on the Series 2022 Bond or any amounts due on the Series 2022 Bond and the Series 2022 Bond shall not constitute a lien upon the Series 2022 Project, or upon any properties owned by or situated within the City except as provided herein with respect to the covenant to budget and appropriate legally available Non-Ad Valorem Revenues.

SECTION 4. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Series 2022 Bond authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution (including the Bond Ordinance) shall be deemed to be and shall constitute a contract between the City and such Owners. The covenants and agreements herein set forth to be performed by the City shall be for the benefit, protection and security of the legal Owner of the Series 2022 Bond.

SECTION 5. APPROVAL OF THE SERIES 2022 BOND AND SALE OF THE SERIES 2022 BOND TO PURCHASER; COVENANTS. The City hereby approves the issuance of the Series 2022 Bond and sale of same to the Purchaser. A copy of the City's annual audit of its financial statements and report shall be furnished to the Owner by the City within 270 days of the end of each related fiscal year. A copy of the annual budget of the City for each fiscal year shall be provided to the Owner by the City within ninety (90) days of adoption and such other additional information, reports or schedules (financial or otherwise) shall be provided as the Owner may reasonably request.

SECTION 6. AUTHORIZATION OF THE SERIES 2022 BOND AND SERIES 2022 PROJECT. Subject and pursuant to the provisions of this Resolution, an obligation of the City to be known as the "City of Winter Park, Florida Capital Improvement Revenue Bond, Series 2022" is hereby authorized to be issued under and secured by the Bond Ordinance and this Resolution, in the principal amount not to exceed \$8,000,000 for the purpose of providing funds to pay the costs of the Series 2022 Project and to pay the costs of issuing the Series 2022 Bond. The Series 2022 Bond shall be substantially in the form set forth herein and is hereby approved, with such changes therein as shall be approved by any of the authorized officers executing the same, with such execution to constitute conclusive evidence of such officer's approval and the City's approval of any changes therein from the form set forth herein.

The City shall pay interest upon the unpaid principal balance of the Series 2022 Bond at the Interest Rate, subject to adjustment as provided herein. Interest shall be due and payable semi-annually on each June 1 and December 1 commencing December

1, 2022 and shall be calculated based upon a year of 360 days consisting of twelve 30-day months. Principal of and interest on the Series 2022 Bond shall be payable from, and secured by, the legally available Non-Ad Valorem Revenues budgeted and appropriated by the City as provided in Section 8 hereof.

The Series 2022 Bond is subject to prepayment as set forth in Section 15 hereof and in the Series 2022 Bond.

In any case in which interest is due or the maturity date of the Series 2022 Bond or the date fixed for the redemption of the Series 2022 Bond shall be other than a Business Day, then payment of interest, principal or redemption price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

Except as otherwise provided herein, upon the occurrence of an Event of Taxability and for as long as the Series 2022 Bond remains outstanding, the Interest Rate on the Series 2022 Bond shall be converted to the Taxable Rate and this adjustment shall survive payment on the Series 2022 Bond until such time as the federal statute of limitations under which the interest on the Series 2022 Bond could be declared taxable under the Code shall have expired. In addition, upon an Event of Taxability, the City shall, immediately upon demand, pay to the Owner (or prior holders, if applicable) (i) an additional amount equal to the difference between (A) the amount of interest actually paid on the Series 2022 Bond during the Taxable Period and (B) the amount of interest that would have been paid during the Taxable Period had the Series 2022 Bond borne interest at the Taxable Rate, and (ii) an amount equal to any interest, penalties and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Owner as a result of the Event of Taxability (the "Additional Amount").

The Owner shall promptly notify the City in writing of any adjustments pursuant hereto. Such adjustments shall become effective as of the effective date of the event causing such adjustment. Adjustments pursuant hereto may be retroactive. The Owner shall provide to the City in writing the Additional Amount, if any, due to such Owner as a result of an adjustment pursuant hereto. Notwithstanding any provision hereto the contrary, in no event shall the interest rate on the Series 2022 Bond exceed the maximum rate permitted by law.

The Series 2022 Bond shall be issued in fully registered form without coupons; shall be issued as a current interest paying Series 2022 Bond; shall be payable in lawful money of the United States of America; and shall bear interest from its date, payable by

direct electronic payment to the Owner or any other method acceptable to the City and the Owner.

The Series 2022 Bond shall be issued in certificated form and registered in the name of the Purchaser.

The Series 2022 Bond may only be transferred, in whole or in part, to an "accredited investor" within the meaning of Rule 501 of the Securities Act of 1933, as amended (the "Securities Act") or a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act and shall bear a legend to such effect at the top of the first page thereof. Notwithstanding the foregoing, the Owner, in its sole discretion, shall have the right to assign all or a portion of the Series 2022 Bond to an affiliate of the Owner.

The Series 2022 Project is hereby authorized.

The City shall within five (5) days after it acquires knowledge thereof, notify the Owner in writing at its notice address (a) of any change in any material fact or circumstance represented or warranted by the City in this Resolution or in connection with the issuance of the Series 2022 Bond; (b) upon the happening, occurrence, or existence of any Event of Default, and (c) any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Owner, with such written notice, a detailed statement by a responsible officer of the City of all relevant facts and the action being taken or proposed to be taken by the City with respect thereto. Regardless of the date of receipt of such notice by the Owner, such date shall not in any way modify the date of occurrence of the actual Event of Default.

SECTION 7. CONDITIONS TO PURCHASE OF SERIES 2022 BOND BY PURCHASER. The City shall not be required to sell the Series 2022 Bond to the Purchaser and the Purchaser shall not be required to purchase the Series 2022 Bond until such time as the following conditions have been satisfied:

(a) Receipt by the Mayor of a Purchaser's Certificate, the form of which is attached hereto as Exhibit "A", and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit "B".

(b) Receipt by the Purchaser of the City's counsel's opinion as to the due authorization, execution, delivery and enforceability of the Ordinance, this Resolution, the Series 2022 Bond and such other matters required by the Purchaser.

(c) Receipt by the City, with a Reliance Letter to the Purchaser, of an opinion of Bond Counsel as to the exclusion of the interest on the Series 2022 Bond from gross income for federal tax purposes under the Code, and certain other matters related to the Series 2022 Bond.

(d) Receipt by the City of the supplemental opinion of Bond Counsel addressed to the City and the Purchaser to the effect that the Series 2022 Bond is not subject to the registration requirements of the Securities Act of 1933, as amended and the Resolution and Bond Ordinance are exempt from qualification under the Trust Indenture Act of 1939, as amended.

(e) Such other conditions as shall be deemed necessary by bond counsel or the City Attorney.

Upon satisfaction of all the requirements set forth in this Section 7, the Mayor, upon the advice of the City's financial advisor as to the satisfaction of the provisions of this Resolution, is authorized to execute and deliver the Series 2022 Bond in exchange for the principal amount thereof from the Purchaser.

SECTION 8. COVENANT TO BUDGET AND APPROPRIATE. The City covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues lawfully available in each fiscal year, amounts sufficient to pay the principal of and interest on the Series 2022 Bond when due, and all other amounts due hereunder, all in accordance with the provisions of the Bond Ordinance and this Resolution. Such covenant and agreement on the part of the City to budget and appropriate such amounts of legally available Non-Ad Valorem Revenues shall be cumulative to the extent not paid and shall continue until such legally available Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City does not covenant to maintain any services or programs, now provided or maintained by the City, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner of the Series 2022 Bond a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of such City. Such covenant to budget and appropriate legally available Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such legally available Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds

and other debt instruments). However, the covenant to budget and appropriate for the purposes and in the manner stated herein shall have the effect of making available for the payment of the Series 2022 Bond, in the manner described herein, legally available Non-Ad Valorem Revenues, and placing on the City a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City ("Essential Government Services") and is subject further in all respects to the provisions of Section 166.241, Florida Statutes.

Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the City hereunder shall be payable from the portion of legally available Non-Ad Valorem Revenues budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the City, and no Owner of the Series 2022 Bond, nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City. The Series 2022 Bond does not constitute a lien upon the Series 2022 Project or upon any revenue source generated therefrom. The Series 2022 Bond will not constitute a general debt, liability or obligation of the City or the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory provision. Neither the faith and credit nor the taxing power of the City or of the State of Florida or any political subdivision thereof is pledged to the payment of the principal of or interest on the Series 2022 Bond. Except as provided hereafter, neither this Resolution nor the obligations of the City hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the City, but shall be payable solely as provided herein and is subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City, and is subject further in all respects to the provisions of Section 166.241, Florida Statutes, provided that, except to the extent required to provide for Essential Government Services and payment of debt secured by a lien on specific non-ad valorem revenues, the City shall not be entitled to fail to budget and appropriate debt service on the Series 2022 Bond in order to balance its budget.

SECTION 9. ANTI-DILUTION TEST. Before issuing additional Debt secured by Non-Ad Valorem Revenues, the City shall deliver a certificate of its Finance Director or Mayor evidencing that the City's total Non-Ad Valorem Revenues for the prior fiscal year were at least 2.00 times the maximum annual debt service of all Debt to be paid from Non-Ad Valorem Revenues, including any Debt payable from one or several specific revenue sources.

For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize in up to 20 years (from the date of calculation) on a level debt service basis. In the event that the City is required to fund a reserve fund, the funding of such reserve fund shall be included in the calculation of debt service. For purposes of this paragraph, "balloon indebtedness" includes indebtedness if 25% or more of the principal amount thereof comes due in any one year.

SECTION 10. EXECUTION OF SERIES 2022 BOND. The Series 2022 Bond shall be executed in the name of the City by its Mayor or Vice Mayor, and the corporate seal of the City or a facsimile thereof shall be affixed thereto or reproduced thereon and attested by its Clerk. The authorized signatures for the Mayor and City Clerk shall be either manual or in facsimile. The Deputy City Clerk is expressly authorized to execute instruments for the transaction contemplated herein in the absence of the City Clerk. The Certificate of Authentication of the Bond Registrar shall appear on the Series 2022 Bond, and no Series 2022 Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless such certificate shall have been duly executed on such Series 2022 Bond. The authorized signature for the Bond Registrar shall be either manual or in facsimile; provided, however, that at least one of the above signatures, including that of the authorized signature for the Bond Registrar, appearing on the Series 2022 Bond shall at all times be a manual signature. In case any one or more of the officers who shall have signed or sealed the Series 2022 Bond shall cease to be such officer of the City before the Series 2022 Bond so signed and sealed shall have been actually sold and delivered, such Series 2022 Bond may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2022 Bond had not ceased to hold such office. The Series 2022 Bond may be signed and sealed on behalf of the City by such person as at the actual time of the execution of such Series 2022 Bond shall hold the proper office, although at the date of such Series 2022 Bond such person may not have held such office or may not have been so authorized.

SECTION 11. NEGOTIABILITY. The Series 2022 Bond shall be and have all the qualities and incidents of a negotiable instrument under the laws of the State of Florida, and each successive Owner, in accepting any of the Series 2022 Bond, shall be conclusively deemed to have agreed that such Series 2022 Bond shall be and have all of the qualities and incidents of negotiable instruments under the laws of the State of Florida.

SECTION 12. REGISTRATION. The City through the Clerk, as Bond Registrar, shall be responsible for maintaining the books for the registration and transfer of the Series 2022 Bond. Upon surrender to the Bond Registrar for transfer or exchange of the Series 2022 Bond, duly endorsed for transfer or accompanied by an assignment or

written authorization for exchange, whichever is applicable, duly executed by the Bondholder or its attorney duly authorized in writing, the Bond Registrar shall deliver in the name of the Bondholder or the transferee or transferees, as the case may be, a new fully registered Series 2022 Bond of the same maturity and interest rate and for the outstanding principal amount which the Bondholder is entitled to receive.

Any Series 2022 Bond presented for transfer or exchange (if so required by the City) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the City, duly executed by the Bondholder or by its duly authorized attorney. No presentment shall be required for any payment on the Series 2022 Bond except upon final maturity in which the Series 2022 Bond will be marked cancelled and promptly returned upon payment.

The City may require payment from the Bondholder or transferee of a sum sufficient to cover any tax, fee or other governmental charge (other than those imposed by the City) that may be imposed in connection with any exchange or transfer of the Series 2022 Bond. Such charges and expenses shall be paid before a new Series 2022 Bond shall be delivered.

Interest on and principal installments for the Series 2022 Bond shall be paid to the Bondholder whose name appears on the books of the Bond Registrar as of 5:00 p.m. (eastern time) on the Record Date.

A new Series 2022 Bond delivered upon any transfer or exchange shall be a valid obligation of the City, evidencing the same debt as the Series 2022 Bond surrendered, and shall be entitled to benefits hereof to the same extent surrendered, shall be secured by this Resolution and entitled to all of the security as the Series 2022 Bond surrendered.

The City and the Bond Registrar may treat the Owner of the Series 2022 Bond as the absolute owner thereof for all purposes, whether or not such Series 2022 Bond shall be overdue, and shall not be bound by any notice to the contrary.

SECTION 13. DISPOSITION OF SERIES 2022 BONDS PAID OR REPLACED. Whenever any Series 2022 Bond shall be delivered to the Bond Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Series 2022 Bond shall, after cancellation, either be retained by the Bond Registrar for a period of time specified in writing by the City, or at the option of the City, shall be destroyed by the Bond Registrar in accordance with the laws of the State, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the City.

SECTION 14. SERIES 2022 BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Series 2022 Bond shall become mutilated, or be destroyed, stolen or lost, the City, acting as the Bond Registrar, may in its discretion issue and deliver a new Series 2022 Bond of like tenor as the Series 2022 Bond so mutilated, destroyed, stolen, or lost, in exchange and substitution for such mutilated Series 2022 Bond, upon surrender and cancellation of such mutilated Series 2022 Bond or in lieu of and substitution for the Series 2022 Bond destroyed, stolen or lost, and upon the Bondholder furnishing proof of his ownership and the loss thereof (if lost, stolen or destroyed) and complying with such other reasonable regulations and conditions as the City may prescribe and paying (in advance if so required by the City) such taxes, governmental charges, attorneys fees, printing costs, and other expenses as the City may charge and/or incur. Any Series 2022 Bond so surrendered shall be cancelled by the Bond Registrar. Any such duplicate Series 2022 Bond issued pursuant to this Section shall constitute an original contractual obligation on the part of the City, whether or not the lost, stolen or destroyed Series 2022 Bond shall be at any time found by anyone; and such duplicate Series 2022 Bond shall be entitled to equal and proportionate benefits and rights as to lien, source and security for payment, pursuant to this Resolution from the funds, as hereinafter provided, to the same extent as the original Series 2022 Bond issued under this Resolution.

SECTION 15. PROVISIONS FOR PREPAYMENT. On or after June 1, 2027, the Series 2022 Bond may be pre-paid in whole or in part on any Payment Date subject to the terms hereof and upon at least thirty (30) Business Days' prior written notice to the Owner specifying the amount of prepayment. For prepayment dates on June 1, 2027 through and including December 1, 2029, a prepayment premium equal to one percent (1%) of the principal amount being prepaid shall be payable to the Owner. For prepayment dates on or after June 1, 2030, no prepayment premium shall be due. Any partial prepayment shall (a) occur on a Payment Date, (b) occur no more than once during any consecutive 12-month period, (c) be in a principal amount of not less than \$250,000, and (d) be applied to the then remaining principal repayment schedule in inverse order of installments coming due.

SECTION 16. FORM OF SERIES 2022 BOND. The text of the Series 2022 Bond, together with the Certificate of Authentication of the Bond Registrar, shall be substantially of the following tenor, with such omissions, insertions and variations as may be necessary or desirable and authorized or permitted by this Resolution or any subsequent resolution adopted prior to the issuance thereof; or as may be necessary to comply with applicable laws, rules and regulations of the United States Government and the State of Florida in effect upon the issuance thereof:

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THIS SERIES 2022 BOND MAY ONLY BE TRANSFERRED, IN WHOLE OR IN PART, TO AN OWNER CERTIFYING THAT SUCH OWNER IS AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, A "QUALIFIED INSTITUTIONAL BUYER" WITHIN THE MEANING OF RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN AFFILIATE OF THE REGISTERED OWNER.

No. R-1

\$_____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF WINTER PARK
CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2022**

RATE OF INTEREST	MATURITY DATE	DATE OF ORIGINAL ISSUE
2.54%	December 1, 2041	_____, 2022

REGISTERED OWNER: WEBSTER BANK, NATIONAL ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS, that the City of Winter Park, Florida (the "City"), for value received hereby promises to pay to the Registered Owner designated above, or registered assigns, solely from the special funds hereinafter mentioned, on the dates and in the principal installments set forth on Exhibit A attached hereto and to pay solely from such special funds, interest hereon from the date of this Series 2022 Bond or from the most recent interest payment date to which interest has been paid, whichever is applicable, until payment of such sum, at the rate per annum set forth above, calculated on the basis of a 360-day year consisting of twelve 30-day months, payable on December 1, 2022, and semiannually thereafter on June 1 and December 1 in each year (or if any such date is not a Business Day (as defined in the Resolution), then on the next Business Day thereafter), by direct electronic payment to the Registered Owner or such other method acceptable to the City and the Registered Owner, on the registration books of the City. The principal of, premium, if any, and interest on this Series 2022 Bond are payable in lawful money of the United States of America. No presentment shall be required for any payment on this Series 2022 Bond and upon final maturity shall be cancelled by the Registered Owner and promptly returned to the City.

This Series 2022 Bond is an authorized issue of bonds issued to finance the acquisition, rehabilitation and equipping of the Winter Pines Golf Club under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Part II, Florida Statutes, Ordinance 3240-22 enacted on March 23, 2022 (the "Ordinance") as supplemented by Resolution 2260-22.

adopted on March 23, 2022 (the "Resolution") and other applicable provisions of law. Terms not otherwise defined in this Series 2022 Bond shall have the meanings ascribed to them in the Resolution.

The City covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues lawfully available in each fiscal year, amounts sufficient to pay the principal of and interest on this Series 2022 Bond when due, all in accordance with the provisions of the Ordinance and the Resolution. Such covenant and agreement on the part of the City to budget and appropriate such amounts of legally available Non-Ad Valorem Revenues shall be cumulative to the extent not paid and shall continue until such legally available Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City does not covenant to maintain any services or programs, now provided or maintained by the City, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the holder of this Series 2022 Bond a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate legally available Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such legally available Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate for the purposes and in the manner stated herein shall have the effect of making available for the payment of this Series 2022 Bond, in the manner described herein, legally available Non-Ad Valorem Revenues, and placing on the City a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, to the payment of services and programs which are for Essential Government Services and is subject further in all respects to the provisions of Section 166.241, Florida Statutes.

Anything herein to the contrary notwithstanding, it is understood and agreed that all obligations of the City hereunder shall be payable from the portion of legally available Non-Ad Valorem Revenues budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the City, and no Registered Owner of this Series 2022 Bond, nor any other person, may compel the levy

of ad valorem taxes on real or personal property within the boundaries of the City. The Series 2022 Bond does not constitute a lien upon the Series 2022 Project or upon any revenue source generated therefrom. This Series 2022 Bond will not constitute a general debt, liability or obligation of the City or the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory provision. Neither the faith and credit nor the taxing power of the City or of the State of Florida or any political subdivision thereof is pledged to the payment of the principal of or interest on this Series 2022 Bond. Except as provided hereafter, neither the Ordinance, the Resolution nor the obligations of the City thereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the City, but shall be payable solely as provided therein and is subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City, and is subject further in all respects to the provisions of Section 166.241, Florida Statutes, provided that, except to the extent required to provide for Essential Government Services and payment of debt secured by a lien on specific non-ad valorem revenues, the City shall not be entitled to fail to budget and appropriate debt service on this Series 2022 Bond in order to balance its budget.

It is expressly agreed by the Registered Owner of this Series 2022 Bond that such Registered Owner shall never have the right to require or compel the levy of ad valorem taxes for the payment of the principal of and interest on this Series 2022 Bond or for the making of any sinking fund or other payment specified in the Ordinance or the Resolution. This Series 2022 Bond and the indebtedness evidenced thereby shall not constitute a lien upon any property of or in the City, but shall constitute a lien only upon the legally available Non-Ad Valorem Revenues budgeted and appropriated by the City, in the manner and to the extent provided in the Resolution.

Except as otherwise provided herein, upon the occurrence of an Event of Taxability and for as long as this Series 2022 Bond remains outstanding, the Interest Rate on this Series 2022 Bond shall be converted to the Taxable Rate and this adjustment shall survive payment on this Series 2022 Bond until such time as the federal statute of limitations under which the interest on this Series 2022 Bond could be declared taxable under the Code shall have expired. In addition, upon an Event of Taxability, the City shall, immediately upon demand, pay to the Registered Owner (or prior holder, if applicable) (i) an additional amount equal to the difference between (A) the amount of interest actually paid on this Series 2022 Bond during the Taxable Period and (B) the amount of interest that would have been paid during the Taxable Period had this Series 2022 Bond borne interest at the Taxable Rate, and (ii) an amount equal to any interest, penalties and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Registered Owner as a result of the Event of Taxability.

This Series 2022 Bond may be transferred upon the books of the City upon surrender thereof to the City with an assignment duly executed by the Registered Owner or his duly authorized attorney, but only in the manner, subject to the limitations and upon payment of a sum sufficient to cover any tax, fee or governmental charge (other than those of the City), if any, that may be imposed in connection with any such transfer, as provided in the Resolution. Upon any such transfer, there shall be executed in the name of the transferee, and the City shall deliver, a new registered bond in the same outstanding principal amount, maturity and interest rate as this Series 2022 Bond.

In like manner, subject to such conditions and upon the payment of a sum sufficient to cover any tax, fee or governmental charge, if any, that may be imposed in connection with any such exchange, the Registered Owner of this Series 2022 Bond may surrender the same (together with a written instrument of transfer satisfactory to the City duly executed by the Registered Owner or its duly authorized attorney) in exchange for an equal outstanding principal amount thereof and of the same maturity and interest rate as this Series 2022 Bond.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Series 2022 Bond exist, have happened and have been performed in regular and due form and time as required by the Statutes and Constitution of the State of Florida applicable thereto; and that the issuance of this Series 2022 Bond does not violate any constitutional or statutory limitation.

On or after June 1, 2027, this Series 2022 Bond may be pre-paid in whole or in part on any Payment Date subject to the terms hereof and upon at least thirty (30) Business Days' prior written notice to the Registered Owner specifying the amount of prepayment. For prepayment dates on June 1, 2027 through and including December 1, 2029, a prepayment premium equal to one percent (1%) of the principal amount being prepaid shall be payable to the Registered Owner. For prepayment dates on or after June 1, 2030, no prepayment premium shall be due. Any partial prepayment shall (a) occur on a Payment Date, (b) occur no more than once during any consecutive 12-month period, (c) be in a principal amount of not less than \$250,000, and (d) be applied to the then remaining principal repayment schedule in inverse order of installments coming due.

This Series 2022 Bond is and has all the qualities and incidents of a negotiable instrument under the laws of the State of Florida.

This Series 2022 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance or Resolution until the

certificate of authentication hereon shall have been executed by the City as Bond Registrar.

IN WITNESS WHEREOF, the City of Winter Park, Florida, has issued this Series 2022 Bond and has caused the same to be executed by its Mayor, and its corporate seal to be impressed, imprinted or otherwise reproduced hereon and attested by its City Clerk, all as of _____, 2022.

(SEAL)

CITY OF WINTER PARK, FLORIDA

By: _____
Mayor Phil Anderson

ATTESTED:

By: _____
City Clerk

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CERTIFICATE OF AUTHENTICATION OF BOND REGISTRAR

This Series 2022 Bond is the Series 2022 Bond described in the Ordinance and Resolution.

CITY OF WINTER PARK, FLORIDA

By: _____
Mayor Phil Anderson

Date of Authentication: _____, 2022

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EXHIBIT A

[PRINCIPAL PAYMENT SCHEDULE]

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in
common

UNIF GIF/TRANS MIN ACT - _____
(Cust.)

TEN ENT - as tenants by
the entirety

Custodian for _____
(Minor)

JT TEN - as joint tenants
with right of
survivorship and
not as tenants
in common

under Uniform Gifts/Transfers
to Minors Act of _____
(State)

Additional abbreviations may also be used though not in list above.

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ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to

_____ (PLEASE INSERT NAME, ADDRESS AND SOCIAL SECURITY OR ASSIGNEE) the within bond and does OTHER IDENTIFYING NUMBER OF hereby irrevocably constitute and appoint _____ as his agent to transfer the bond with full power of on the books kept for registration thereof, substitution in the premises.

Dated:

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or change whatever.

Signature guaranteed:

Signature guarantee by guarantor
institution participating in Securities
Transfer Agents Medallion Program, or in
other guarantee program acceptable to
Bond Registrar

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SECTION 17. APPLICATION OF SERIES 2022 BOND PROCEEDS. Upon the issuance of the Series 2022 Bond, the proceeds received from the sale of the Series 2022 Bond shall be applied by the City simultaneously with its delivery to the Purchaser as follows:

A. A sufficient amount of the proceeds of the Series 2022 Bond shall be applied by the City to pay all costs and expenses in connection with the preparation, issuance and sale of the Series 2022 Bond; and

B. The remainder of the proceeds of the Series 2022 Bond shall be applied toward the costs of the Series 2022 Project.

SECTION 18. REMEDIES. Upon the occurrence and during the continuance of an Event of Default, the Owner may proceed to protect and enforce its rights under the laws of the State or under this Resolution by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Owner shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Owner shall have the right to bring a mandamus action to require the City to perform its obligations under this Resolution, provided, the Owner shall never have the right to compel the exercise of the ad valorem taxing power of the City or the taxation in any form of any property to pay the Series 2022 Bond or the interest thereon.

In the enforcement of any remedy under this Resolution, to the extent permitted by law, an Owner shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming due from the City for principal, interest or otherwise under any of the provisions of this Resolution or of the Series 2022 Bond then unpaid, together with any and all costs and expenses of collection and of all proceedings hereunder and under the Series 2022 Bond (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate and bankruptcy proceedings), but payable from only the legally available Non-Ad Valorem Revenues budgeted and appropriated by the City as provided herein, without prejudice to any other right or remedy of the Owner, and to recover and enforce any judgment or decree against the City, but solely as provided herein and in the Series 2022 Bond, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect (but only from the legally available Non-Ad Valorem Revenues budgeted and appropriated by the City as provided herein) in any manner provided by law, the moneys adjudged or decreed to be payable.

If after the date hereof the City shall, under the terms of an ordinance or resolution or other document or instrument authorizing the issuance of debt secured by the City's covenant to budget and appropriate legally available Non-Ad Valorem Revenues, grant other bondholders a right of acceleration (whether by declaration or tender upon a default), then such right of acceleration shall also apply with respect to the Series 2022 Bond.

SECTION 19. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to an Owner is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

SECTION 20. WAIVERS, ETC. No delay or omission of an Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Resolution to an Owner may be exercised from time to time and as often as may be deemed expedient.

An Owner may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Resolution or before the completion of the enforcement of any other remedy under this Resolution, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

SECTION 21. TAX EXEMPTION. The City at all times while the Series 2022 Bond and the interest thereon are outstanding will comply with the requirements of the Internal Revenue Code of 1986, as amended, to the extent necessary to preserve the exemption from federal income taxation of the interest on the Series 2022 Bond. The Finance Director of the City, or his or her designee, is authorized to make or effect any election, selection, choice, consent, approval or waiver on behalf of the City with respect to the Series 2022 Bond as the City is required to make or give under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or characterization of the Series 2022 Bond or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties thereon, or making payments in lieu thereof, or obviating such amounts or payments, as determined by such officer, or his or her designee. Any action of such officer, or his or her designee, in that regard shall be in writing and signed by the officer, or his or her designee.

SECTION 22. AUTHORIZATION OF EXECUTION OF OTHER CERTIFICATES AND OTHER INSTRUMENTS. The Mayor or other members of the City Commission or authorized City staff is hereby authorized and directed to execute and deliver certificates of the City certifying such facts as Greenberg Traurig, P.A., as bond counsel, shall require, in connection with the issuance, sale and delivery of the Series 2022 Bond and to execute and deliver such other instruments as shall be necessary or desirable to perform the City's obligations under any agreement securing such Series 2022 Bond.

SECTION 23. APPOINTMENT OF REGISTRAR AND PAYING AGENT. The Clerk is hereby appointed Registrar and Paying Agent for the Series 2022 Bond.

SECTION 24. GENERAL AUTHORITY. The City Manager, the Finance Director, the members of the City Commission, the Mayor and its officers, counsel, agents and officials are hereby authorized to do all acts and things required of them consistent with the requirements of the Bond Ordinance, this Resolution and any other document relating to the issuance of the Series 2022 Bond for the full punctual and complete performance of all the terms, covenants and agreements contained in the Series 2022 Bond, the Bond Ordinance, this Resolution and such other documents. The Vice Mayor and any other member of the City Commission is authorized to do all things required or permitted by this Resolution of the Mayor in his or her absence or unavailability.

SECTION 25. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions contained herein shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions hereof and shall in no way affect the validity of any of the other provisions of this Resolution.

SECTION 26. WAIVER OF JURY TRIAL. The City knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of the Bond Ordinance, this Resolution or the Series 2022 Bond, including any course of conduct, course of dealings, verbal or written statement or actions or omissions of any party which in any way relates to the Bond Ordinance, the Series 2022 Bond or this Resolution.

SECTION 27. APPLICABLE LAW AND VENUE. The Series 2022 Bond shall be governed by applicable federal law and the internal laws of the state of Florida. Unless applicable law provides otherwise, in the event of any legal proceeding arising out of or related to the Series 2022 Bond, the jurisdiction and venue shall be in Orange County, Florida.

SECTION 28. NO PERSONAL LIABILITY. Notwithstanding anything to the contrary contained herein, in the Bond Ordinance or in the Series 2022 Bond, or in any other instrument or document executed by or on behalf of the City in connection herewith, no stipulation, covenant, agreement or obligation of any present or future member of the City Commission, officer, attorney, employee or agent of the City, officer, employee or agent of a successor to the City, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements, liability, debt, judgment or obligations, nor shall any recourse be had for the payment of the principal of or interest on any Series 2022 Bond or for any claim based thereon or on any such stipulation, covenant, agreement, liability, debt, judgment or obligation, against any such person, in his or her individual capacity, either directly or through the City or any successor to the City, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

SECTION 29. MODIFICATION OR AMENDMENT. No modification or amendment of the Bond Ordinance or this Resolution or of any resolution amendatory hereof or supplemental hereto may be made except with the written consent of the Owner.

SECTION 30. REPEAL OF INCONSISTENT PROVISIONS. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION 31. NO ADVISORY OR FIDUCIARY RELATIONSHIP. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the City acknowledges and agrees, that: (a) (i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and any other loan documents, (iii) the Purchaser is not acting as a municipal advisor or financial advisor to the City and (iv) the Purchaser has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the City with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser has provided other services or is currently providing other services to the City on other matters); (b) (i) the Purchaser is and has been acting solely as a principal in an arm's length commercial lending transaction and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the City, or any other person and (ii) the Purchaser has no obligation to the City, with respect to the transactions contemplated

hereby except those obligations expressly set forth herein; (c) notwithstanding anything herein to the contrary, it is the intention of the City and the Purchaser that the loan documents represent a commercial loan transaction not involving the issuance and sale of a municipal security, and that any bond, note or other debt instrument that may be delivered to the Purchaser is delivered solely to evidence the repayment obligations of the City under the loan document; and (d) the Purchaser may be engaged in a broad range of transactions that involve interests that differ from those of the City, and the Purchaser has no obligation to disclose any of such interests to the City. To the fullest extent permitted by law, the City hereby waives and releases any claims that it may have against the Purchaser with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby. If the City would like a municipal advisor in this transaction that has legal fiduciary duties to the City, the City is free to engage a municipal advisor to serve in that capacity. The transactions contemplated herein and the Series 2022 Bond is delivered, pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated hereunder.

SECTION 32. PERMISSION TO USE INFORMATION. The City agrees and consents that the Purchaser shall be permitted to use information related to the transaction in connection with marketing, press releases or other transactional announcements or updates provided to investors or trade publications, including, but not limited to, the placement of the logo or other identifying name on marketing materials or of "tombstone" advertisements in publications of its choice at its own expense.

SECTION 33. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 23rd day of March, 2022.

CITY OF WINTER PARK, FLORIDA

By: _____
Mayor Phillip M. Anderson

ATTEST:

By: _____
City Clerk Rene Cranis

EXHIBIT "A"

FORM OF PURCHASER'S CERTIFICATE

This is to certify that Webster Bank, National Association (the "Purchaser") has not required the City of Winter Park, Florida (the "City") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City in connection with the issuance of the City's Capital Improvement Revenue Bond, Series 2022 (the "Bond") in an amount equal to \$_____ and no inference should be drawn that the Purchaser, in the acceptance of the Bond, is relying on Greenberg Traurig, P.A. ("Bond Counsel") or Fishback Dominick ("City Attorney") as to any such matters other than the legal opinions rendered by Bond Counsel and by the City Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in Ordinance ____ enacted by the City Commission of the City on March 23, 2022 (the "Ordinance") or Resolution ____ adopted by the City Commission of the City on March 23, 2022 (the "Resolution").

We have been afforded access to all information we have requested in making our decision to purchase the Series 2022 Bond and have had sufficient opportunity to discuss the business of the City with its officers, employees and others. We do not require any further information or data incident to our purchase of the Series 2022 Bond. In purchasing the Series 2022 Bond, we have relied solely upon our own investigation, examination, and evaluation of the City, and other relevant matters and upon the accuracy of the information and representations provided to us by the City officers, employees and agents.

We acknowledge that neither the Ordinance nor the Resolution are being qualified under the Trust Indenture Act of 1939, as amended, and that neither are being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the City, Bond Counsel nor the City Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary and are purchasing the Series 2022 Bond for our own account and not with a present view to a resale or other distribution to the public, other than to our affiliate, Sterling National Funding Corp., a New York corporation and wholly-owned subsidiary of the Purchaser ("SNFC"), whereby the Purchaser will sell to SNFC a 100% participation interest in the Series 2022 Bond at par.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Series 2022 Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder.

Patriot Act Notice. The Purchaser hereby notifies the City that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law October 26, 2001) (the "USA Patriot Act"), the Purchaser may be required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Purchaser to identify the City in accordance with the USA Patriot Act.

DATED this ____ day of _____ 2022.

**WEBSTER BANK, NATIONAL
ASSOCIATION**

By: _____
Kevin C. King, Senior Managing
Director

EXHIBIT "B"

FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, proposes to negotiate with the City of Winter Park, Florida (the "City") for the private purchase of the City's \$_____ Capital Improvement Revenue Bond, Series 2022 (the "Series 2022 Bond"). Prior to the award of the Series 2022 Bond, the following information is hereby furnished to the City:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Series 2022 Bond (such fees and expenses to be paid by the Purchaser):

Gilmore & Bell: _____

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Series 2022 Bond to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes).

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the City, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the City and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2022 Bond.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.

4. The management fee to be charged by the Purchaser is \$0.

5. Truth-in-Bonding Statement:

The Series 2022 Bond is being issued primarily to finance the cost of the acquisition, rehabilitation and equipping of the Winter Pines Golf Club. Unless redeemed earlier than maturity, the Series 2022 Bond is expected to be repaid over a period of approximately 19.8 years. At a net interest cost of 2.54% per annum, subject to the assumptions in the prior sentence, total interest paid over the life of the Series 2022 Bond is estimated to equal \$_____.

The source of repayment or security for this proposal is a covenant to budget and appropriate from legally available non-ad valorem revenues (the "Non-Ad Valorem

Revenues"), as described in Ordinance ____ enacted by the City on March 23, 2022 and Resolution ____ adopted on March 23, 2022 of the City. Based on information provided to the Purchaser by PFM Financial Advisors LLC, issuance of the Series 2022 Bond will result in an average of approximately \$_____ of Non-Ad Valorem Revenues of the City not being available to finance the other services of the City each year for approximately 19.8 years.

6. The name and address of the Purchaser is as follows:

Webster Bank, National Association
Attn: Public Sector Finance
500 Seventh Avenue, 3rd Floor
New York, New York 10018

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this ____ day of _____ 2022.

**WEBSTER BANK, NATIONAL
ASSOCIATION**

By: _____
Kevin C. King, Senior Managing
Director