City Commission
Regular Meeting

Agenda
December 13, 2023 @ 3:30 PM
City Hall Commission Chambers
401 S. Park Avenue

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

"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.

1. **Meeting Called to Order**

2. **Invocation - Pastor Mark Tutschulte, Action Church**

3. **Pledge of Allegiance**

4. **Approval of Agenda**

5. **Mayor's Report**

6. **City Manager's Report**

   a. Vision Zero Introduction Presentation — 20 minutes

7. **City Attorney's Report**

8. **Non-Action Items**

   a. Report of appointment to Keep Winter Park Beautiful and Sustainability Advisory Board (Mayor Anderson) — 1 minute

9. **Public Comments | 5 p.m. or soon thereafter**

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

10. **Consent Agenda**

    a. Approve the minutes of the regular meeting, November 8, 2023

    b. Approve the minutes of the work session, November 9, 2023

    c. Approve the following piggyback contracts: — 1 minute

       1. Cintas Corporation - OMNIA Partners/Prince William County School Board Contract #R-BB-19002 - Facilities Management Products & Solutions - Renewal; for goods and services on an as-needed basis during the term of the agreement through October 31, 2025; Amount: $250,000
       2. Electric Supply of Tampa - OUC-KUA Contract #RFP-21-4979-OQ - Wire and Cable; for the purchase of electric wire for inventory purposes and on an as-needed basis during the term of the agreement through June 14, 2024; Amount: $750,000
       3. TAW Orlando Service Center - City of Tampa Contract #20-P-00870 - Electric Motor & Pump Repair Services - Renewal; for services on an as-needed basis during the term of the agreement through November 4, 2024; Amount: $150,000

4. JMD Global Developers, LLC - City of Cocoa Contract #B-21-30-COC-A - Concrete Sidewalks, Curb, & Gutter Construction Services; for services on an as-needed basis during the term of the agreement through December 20, 2026; Amount: $500,000
5. R2 Unified Technologies, LLC - NASPO Contract #AR3227 43220000-NASPO-19-ACS - Data Communication Products & Services; for goods and services on an as-needed basis during the term of the agreement through September 30, 2024; Amount: $150,000
6. Applied Aquatic Management, Inc. - State of Florida FWC Contract #21352 - Aquatic Plant Control Services; for services on an as-needed basis during the term of the agreement through August 9, 2025; Amount: $100,000
7. Vortex Companies, LLC - TIPS Contract #20110401 - Pipe Bursting; for services on an as-needed basis during the term of the agreement through May 31, 2024; Amount: $500,000
8. DataProse, LLC - City of Georgetown Contract #22-0024-GS - Utility Bill Printing, Mailing and Insert Printing Services; for services on an as-needed basis during the term of the agreement through September 30, 2024; Amount: $260,000
9. Galls, Inc. – GSA Contract #47QSWA21D008H – Clothing, Footwear, and Protective Apparel; for goods on an as-needed basis during the term of the agreement through September 29, 2026; Amount: $100,000

d. Approve the following contracts: 1 minute

1. Gerhartz & Associates, LLC - RFQ16-12 - Continuing Contract for GIS Services; for services on an as-needed basis during the term of the agreement through September 30, 2025; Amount: $160,000
2. Irvine Mechanical, Inc. - IFB19-19 - HVAC Installation, Repair & Replacement Services - Amendment 4; for services on an as-needed basis during the term of the agreement through October 29, 2024; Amount: $500,000
3. Paymentus Corporation - FY20-75 - Payment Management & Processing Services; for services on an as-needed basis during the term of the agreement through November 7, 2024; Amount: $978,000
4. A Budget Tree Service Inc. - ITN23-18 - Vegetation Management Services; for services on an as-needed basis during the term of the agreement through February 14, 2024; Amount: $100,000

e. Approve the following purchase: 1 minute

1. Turf Tank - Lease of Turf Tank TWO Robot; For GPS line marking on athletic fields; Amount: $97,700

f. Authorize opening an account with FLCLASS local government investment pool — 5 minutes

g. Seven Oaks Park GMP Approval and Funding Amendment — 15 minutes

h. Authorize the annual financial allocation to Habitat for Humanity of Winter Park/Maitland, Inc. — 1 minute

11. Action Items Requiring Discussion

a. Appointments to Civil Service Board — 5 minutes

b. Approve 2024 State Legislative Priorities — 10 minutes

c. Ravaudage Agreement Amendment for Road Improvements and Partial Reimbursement — 45 minutes

12. Public Hearings: Quasi-Judicial Matters

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

a. Request of Robert Lazarus, on behalf of the property owner Thomas Family Trust, for: Subdivision approval to split the property at 627 Country Club Drive, into two residential lots for single-family homes. — 15 minutes

b. Request of Metro Winter Park LLC to: — 60 minutes

1. Ordinance 3287-23 - Amending the Comprehensive Plan Future Land Use designation from Institutional to Medium Density Residential to be consistent with the R-3 zoning of the properties (2nd reading - Continued from November 8, 2023).
2. Conditional Use approval for a two-story, 53-unit multi-family project on the properties at 821 & 831 W. Swoope Ave. and 800, 810 & 830 W. Webster Ave.

13. Public Hearings: Non Quasi-Judicial Matters

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

a. Ordinance 3288-23 - Repealing and substituting Article II, Chapter 22, of the City Code to incorporate the Florida Building Code. (2nd reading) — 5 minutes

b. Request of the City of Winter Park for: An Ordinance of the City of — 20 minutes

	Winter Park, Florida amending Chapter 58, "Land Development Code", Article III, "Zoning" Section 58-84 "General provisions for non-residential zoning districts", to provide definitions, submittal and reporting requirements, and other provisions for certification and implementation of development pursuant to the Live Local Act of Florida Statutes. (1st reading)	
c.	Ordinance 3289-23 - Prohibiting smoking and vaping in city parks and recreational facilities (2nd reading)	10 minutes

14. City Commission Reports

15. Summary of Meeting Actions

16. Adjournment

City Commission

agenda item

item type	meeting date
City Manager's Report	December 13, 2023
prepared by	**approved by**
Hongmyung Lim, Engineer II	Randy Knight, City Manager

subject
Vision Zero Introduction Presentation

motion | recommendation

background
On August 10, 2022, the City of Winter Park submitted a letter to USDOT showing support for Metroplan Orlando's application for the Safety Streets Roads for All Discretionary Grant Opportunity program. Winter Park included a twenty percent (20%) local match for this effort. This program would create a regional comprehensive Vision Zero Safety Action Plan that includes focused local Vision Zero Action Plans as well. Early 2023, Metroplan Orlando announced that they have been awarded the grant and informed the municipalities that the twenty percent (20%) local match is no longer needed as Metroplan Orlando would be able to fund all the jurisdictions' matches. The official kick-off meeting with Metroplan Orlando and their consultant with Winter Park was on October 17, 2023. There will be a series of meetings with the City of Winter Park's Vision Zero Working Group, composed of Public Works, Planning, Fire, Police, and a representative from the Transportation Advisory Board.

This agenda item under the City Manager's report is for Metroplan Orlando's consultants, VHB, Cambridge Systematics, and others, to provide an introduction presentation to the City Commission. They have provided an introduction presentation to the Transportation Advisory Board on Monday, December 4, 2023.

strategic objectives

alternatives | other considerations

fiscal impact

attachments

None

City Commission

agenda item

item type	meeting date
Non-Action Items	December 13, 2023
prepared by	**approved by**
Rene Cranis, City Clerk	Rene Cranis, City Clerk

subject

Report of appointment to Keep Winter Park Beautiful and Sustainability Advisory Board (Mayor Anderson)

motion | recommendation

background

Mayor Anderson is appointment Sam Stark to replace Laura Gustafson-Hullinger as the non-resident member on this board.

strategic objectives

alternatives | other considerations

fiscal impact

attachments

1. Sam Stark Application

Citizen Board Application

Profile

Sam
First Name

Middle Initial

Stark
Last Name

Suffix

sstark@rollins.edu
Email Address

Please note: *Physical address only – no P.O. Box.*

3711 Vinsetta Ct
Home Address

Suite or Apt

Winter Park
City

FL
State

32792
Postal Code

How long have you lived in Winter Park?

20+ years

Mobile: (407) 748-8557
Primary Phone

Alternate Phone

Are you a City resident?

○ Yes ◉ No

Do you own property in the City?

○ Yes ◉ No

Are you a registered voter?

◉ Yes ○ No

Are you employed by the City?

○ Yes ◉ No

Your Requested Boards (select 3)

Which Boards would you like to apply for?

Keep Winter Park Beautiful & Sustainable Advisory Board: Submitted

Please list all city boards for which you have attended a meeting.

Are you currently serving on a City board?

○ Yes ◉ No

If so, which one?

Have you previously served on a City board?

◉ Yes ○ No

If so, which one(s)?

Parks & Rec, EDAB

Why are you interested in serving on a City board?

Support the community effort to be more sustainable and develop community-wide partnerships for better sustainability practices.

Do you have any potential conflicts of interest that may arise while serving on one of these boards?

○ Yes ◉ No

If yes, please provide details:

Certain boards require members to file a Financial Disclosure Form annually. If appointed to one of these boards, would you be willing to comply with this requirement?

◉ Yes ○ No

Education and Work Experience

Education Background

Rollins College, '91, BA Degree

Current employment status: *

☑ Employed

Employer	Job Title
Rollins College	Vice President, Communications & External Relations

Employer Address

1000 Holt Ave

Current Professional License/Certification/Registration

Please list any skills or work experience that you feel qualify you for appointment to the board(s) you selected.

Chair of College Sustainability Task Force

Sam_Stark_Resume.2023.pdf

Upload a Resume

Community Involvement

Please provide your community involvement

WP Health Foundation, Board Member Trinity Prep, Board Member

Please provide any interests or experience that you feel would qualify you for appointment to the board(s) you selected.

Serve as college liaison for Sustainability

Please provide any additional information about yourself that relates to the board(s) you have selected.

Acknowledgements:

I understand the responsibility associated with being a board member and I have adequate time to serve on a Board.

(•) Yes ( ) No

Disclosures

This application, when submitted, is a Public Record under Chapter 119, Florida Statutes and therefore is open to public inspection by any person. Please contact the City Clerk's office at 407-599-3277 to discuss possible exemptions from disclosure.

City Commission

agenda item

item type	meeting date
Consent Agenda	December 13, 2023
prepared by	**approved by**
	Randy Knight, City Manager

subject
Approve the minutes of the regular meeting, November 8, 2023

motion | recommendation

background

strategic objectives

alternatives | other considerations

fiscal impact

attachments
1. Minutes - Nov 8, 2023

City Commission
Regular Meeting Minutes

November 8, 2023 at 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

Present
Mayor Phil Anderson, Commissioners Marty Sullivan, Sheila DeCiccio, Kris Cruzada and Todd Weaver; City Manager Randy Knight; Assistant City Manager Michelle del Valle; City Attorney Kurt Ardaman and City Clerk Rene Cranis.

1. Meeting Called to Order

Mayor Anderson called the meeting to order at 3:34 p.m.

2. Invocation - Peter Moore, Director of Office of Management and Budget

3. Pledge of Allegiance

4. Approval of Agenda

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

5. Mayor's Report

a. Week of the Family Video and Proclamation

Mayor Anderson read the proclamation declaring the week of November 4-11 as Week of the Family and presented it to Melanie Williams, Co-Chair, Orange County Week of the Family. A welcome video to be played at Popcorn Flicks in the Park on November 11th was shown.

Mayor Anderson reminded everyone of the Veterans Day event, Friday, November 10th at 9:30 a.m.

6. City Manager's Report

7. City Attorney's Report

8. Non-Action Items

9. Public Comments | 5 p.m. or soon thereafter - Taken after Item 12a.

10. Consent Agenda

a. Approve the minutes of the regular meeting, October 25, 2023.
b. Approve the minutes of the work session, October 26, 2023
c. Approve the following piggyback contracts:
   1. Gresco Supply, Inc. - Osceola County Contract #ELE/190961 - Transformer Supply and Delivery Services; For goods and services on an as-needed basis during the term of the Agreement through March 2, 2024; Amount: $1,500,000
   2. WeeDoo Greenboats, Inc. - GSA Contract #47QMCA20D0042; For goods on an as-needed basis during the term of the Agreement through July 16, 2025; Amount: $80,000
d. Approve the following contracts:
   1. Delsia Margraf - FY20-25 - Utility Billing Consulting - Amendment 4; For services on an as-needed basis during the term of the Agreement through November 13, 2024; Amount: $125,000
   2. HDD of Florida - RFP15-19 - Underground Conduit/Pipe Installation Services - Amendment 7; For services on an as-needed basis during the term of the Agreement through September 30, 2024; Amount: $3,000,000
   3. Heart Utilities of Jacksonville - RFP10-19 - Electric Utility Installation & Maintenance - Amendment 5; For services on an as-needed basis during the term of the Agreement through September 30, 2024; Amount: $2,000,000
e. Approve the following purchase:
   1. Dobbs Equipment, LLC - John Deere 524L Wheel Loader Tractor purchase; Amount: $226,241.20

Mayor Anderson removed Item 10b. **Motion made by Mayor Anderson to approve the Consent Agenda except Item b; seconded by Commissioner DeCiccio.** There were no public comments. **Motion carried unanimously with a 5-0 vote.**

Mayor Anderson addressed the comment on Page 4 of the October 26 minutes regarding the annual savings from eliminating extra conduit and recalled suggesting that staff confirm the savings. **Motion made by Mayor Anderson to amend the minutes adding "Mayor Anderson suggested staff confirm the annual savings before coming back to the Commission."; seconded by Commissioner Cruzada.** There were no public comments. **Motion carried unanimously with a 5-0 vote.**

11. Action Items Requiring Discussion

a. Ravaudage Agreement Amendment for Road Improvements and Partial Reimbursement

Transportation Engineer Hong Lim provided the background of the original road improvement and reimbursement agreement and proposed amendments. Staff

recommends approval with the multi-modal transportation impact fees paid by the developer used to fulfill the payment/reimbursement.

Mayor Anderson said he would like to listen to prior discussions/meetings to gain a full understanding of the history and link between the 2017 agreement, funding, incentives and benefits. Commissioner Sullivan agreed that more information is needed. He explained the terms of the 2017 agreement and at his request, Mr. Knight cited Windsong as a subdivision where roads were built and paid for by the developer and granted to the city. He also cited commercial streetscape projects where the city participated in the cost.

Commissioner DeCiccio asked why this (cost-sharing) is being considered for this developer when it is not done for others and said she needs additional information. Commissioner Weaver expressed his concern about setting/continuing a precedent and said he is unsure that a future commission would agree to a similar request.

Mayor Anderson asked staff to advise whether part of the multi-modal plan connects the western edge of the city to 17-92 and whether this request helps achieve that part of the transportation plan.

Motion made by Mayor Anderson to table to December 13, 2023; seconded by Commissioner Weaver. Motion carried unanimously with a 5-0 vote.

12. Public Hearings: Quasi-Judicial Matters

a. Request of Metro Winter Park LLC to:

1. Ordinance 3287-23 - Amending the Comprehensive Plan Future Land Use designation from Institutional to Medium Density Residential to be consistent with the R-3 zoning of the properties (2nd reading)
2. Conditional Use approval for a two-story, 53-unit multi-family project on the properties at 821 & 831 W. Swoope Ave. and 800, 810 & 830 W. Webster Ave.

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

Jeff Briggs summarized the requests for land use change to conform with current R-3 zoning and conditional use. He reviewed the concerns that have been addressed in the current site plan and the conditions agreed to by the developer. After hearing from the public and discussions in the previous meeting, staff is recommending the Webster driveway include a raised median to prevent left turns onto Webster. In addition, staff has looked at Swoope Avenue and believes the developer will agree to widen Swoope to provide on-street public parking on the north side of Swoope along the length of the project. He provided the background of R-3 zoning designation and area zoning and uses. He said conditional use approval is required because the number of units and

because the total square footage exceeds 10,000 square feet and went on to explain the standards for conditional use.

Becky Wilson, attorney for the property owner, stated the applicant has added a raised median as outlined by Mr. Briggs. She identified area R-3 zoned properties and their current uses and explained the ability for R-3 properties to be redeveloped from current single-family to townhomes. She showed images of area properties and renderings of the building on Webster which has been redesigned to look more like a single-family home. She stated the applicant has agreed to widen Swoope Avenue on the north side from Capen to Denning with two 11'-wide travel lanes (portion to be impact fee creditable); construct five on-street parking spaces along Swoope frontage and improve curb ramps at the NW corner of Swoope and Capen.

Commissioner Sullivan questioned the width of Swoope and suggested changing the language to require increasing the width by two feet. Jeff Swisher, Kimley Horn, said the width of Swoop varies and the intent is to have a consistent width of 22 feet from edge of asphalt to edge of asphalt. Mrs. Wilson said requiring a two-feet increase would create an inconsistent pavement width.

Commissioner Cruzada asked if any consideration was given to maintaining some level of single family instead of multi-family next to existing single-family residential homes on Webster and Swoope. Mrs. Wilson stated that change would result in a reduction in the number of units. In essence, the applicant is being asked to give up their rights under R-3 zoning when the adjacent properties zoned R-3 will still have the ability to redevelop into townhomes without having to come before the commission. Commissioner Cruzada said he spoke with residents who prefer single family homes compatible with the neighborhood.

Commissioner Weaver said it is not unusual for the commission to look at compatibility of uses and agrees with Commissioner Cruzada regarding single-family homes adjacent to multi-family homes. He suggested converting all or parts of Buildings 9 and 15 to single-family units, which would reduce the number of units; but the units could be smaller to retain the current number of units and could be made more affordable.

Mayor Anderson noted the zoning has been established and cannot be taken away without consequences, but feels the core question is whether the proposal is compatible within the zoning. He addressed comments raised in the previous meeting about stormwater, which he feels is a superior improvement to current conditions; preference for ownership versus rental, which the city cannot dictate; and character of the community (ways to introduce change that meets the character of the community). He expressed appreciation for the single-family use along Capen, which is compatible with existing use on Capen. The question is how Building 9 relates to the lots to the west and how the end of Building 15 relates to the lots along Webster.

Commissioner Cruzada spoke about the history and heritage of the area and showed provisions from the Code and Comp Plan regarding protection of and compatibility with

adjacent and surrounding residential uses. He showed photos of homes in the area depicting smaller homes with lower pitched roofs as opposed to the two-story and higher pitched roofs proposed in the development.

In-depth discussion was held on compatibility and different scenarios: one versus two-story houses, massing, size of units, relocating buildings to adjust for loss of units if converted to single-family unit.

Mrs. Wilson said they would be willing to change Building 9 to a duplex, looking as if it were single-family. Lengthy discussion followed on opportunities and barriers to move Building 15 to reduce the visual impact of the two and a half story structure, including increasing setbacks and changing the end unit to one-story and second story stepbacks. Also discussed were options for separating Building 9 into smaller single-family units and allowing reduced setback and increased density of the interior to accommodate the loss of units.

The following spoke in opposition, citing incompatibility, traffic, and preservation of the neighborhood.

- Donna Snyder, 640 Douglas Avenue
- Willie Clark, 820 W. Webster Avenue
- Sheila Reid, 780 Carver Street
- Bill Cole, 794 W. Swoope (on-street parking - Capen Avenue, public safety access)
- Brenda Martin-Smith, 831 W Webster
- Roda Ward Carter, 840 W. Canton (petition in opposition to the request)
- Mary Daniels, 650 Canton Avenue
- Adeline Davis, 367 Holt Avenue
- Charles Newton, 631 W. Swoope (cited inconsistencies with Comp Plan, CRA Plan)
- Anjali Vaya, 521 N. Capen Avenue
- Martha Bryant Hall, 331 W. Lyman
- Ruben Paige, 840 Carver Street

A recess was held from 5:58 to 6:15 p.m.

Mrs. Wilson expressed empathy for the neighbors and the history. Although the applicant has given up substantial density and building height, they are willing to compromise by adding a single-family unit on Webster, which will cause the loss of a unit in Building 15, provided they are granted the ability to add a unit to one of the internal buildings. Regarding the buildings on Swoope, they will agree to change Building 9 to a duplex and Building 8 to a 4-plex or to change Building 9 to a single-family unit (with the existing unit width) and make Building 8 a 5-plex.

Mr. Briggs responded to questions regarding on-street parking stating the Swoope parking is in addition to the onsite parking and explained parking is allowed on both sides of Capen because of its wider than normal width, however, the Planning and Zoning Board discussed options to increase the width of the parking spaces by

decreasing the greenspace between the curb and sidewalk. Mrs. Wilson added that not all residents were in agreement. Mayor Anderson summarized this is a city decision, but funding needs to be identified. Commissioner DeCiccio suggested CRA funds could be used to fund all or part of fixing parking on Capen and put the rest on an improvement plan and that staff get the neighbors input on what would help them.

Mayor Anderson thanked the applicant for their empathy for the residents' experience and appreciated the information and history provided. Commissioner DeCiccio suggested forming a committee to look at the entire area toward the goal of preserving the history, culture and neighborhood feel of the area. Mayor Anderson said he feels that was the original intent of the CRA Advisory Board and spoke about efforts of the Board. He suggested a future topic of compatibility of residential styles. He questioned whether this could be approved based on the compromise or whether this needs to come back with a modified site plan based on commission direction.

Continued discussion was held on compatibility issues and compromises to change the exterior to single-family homes, or to look like single-family homes.

Mayor Anderson believes there is support for single-family or the appearance of single family on three sides. The commission can approve or deny the applicant's proposal or table with the applicant’s consent.

Mrs. Wilson noted that the applicant has met all city codes without variances and they have spent time and money guessing what would be acceptable. She explained existing conditions on R-3 zoned lots across the street that have four homes on one lot and adjacent lots with two and three-story apartments and as a result it is unfair to ask the applicant to build single-family homes across the street.

Commissioner Weaver clarified that he is not suggesting reducing the number of units, but making them smaller, and he could support using R-1 setbacks to make it work. In-depth discussion followed on different site plan scenarios and options for narrowing and decreasing the size of units with a single-family or single-family expression. Mrs. Wilson noted that a reduction of the parking ratio to 2.0 would be needed. She added that they would have to revise their plan to see if they could regain the two units lost as part of the commission's direction. She said if the commission desires to see the revised plan, she would prefer this be tabled to the next meeting.

Motion made by Mayor Anderson to table and continue the ordinance and conditional use request to December 13th; seconded by Commissioner DeCiccio. Upon a roll call vote Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

Commissioner DeCiccio asked staff to work on options for Capen Avenue in order to determine what is best for the neighborhood.

9. Public Comments | 5 p.m. or soon thereafter – None.

A recess was held from 7:05 to 7:15 p.m.

13. Public Hearings: Non Quasi-Judicial Matters

a. RESOLUTION 2280-23 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 1390 INDIANA AVENUE, WINTER PARK, FLORIDA AS A HISTORIC RESOURCE ON THE WINTER PARK REGISTER OF HISTORIC PLACES.

Mr. Briggs provided the history of this property and presented the request, which is recommended for approval by the Historic Preservation Board.

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

b. Ordinance prohibiting smoking and vaping in city parks and recreational facilities (1st reading)

Attorney Ardaman read the ordinance by title.

Director of Parks and Recreation Jason Seeley provided the history of smoking ban, including vaping, in parks and recreation facilities and provided details on the prohibition, signage, and enforcement. It does not apply to cigars.

Gigi Papa, 1440 Hibiscus Avenue, opposed the ordinance, feeling a smoking ban in public parks should be decided by the residents not by the commission.

Jimmy Clarity, Vice-President of Community Impact, American Heart Association, commended the Parks and Recreation Advisory Board and advancing this to the commission and provided a history of smoking prohibition regulations.

Mr. Seeley responded to questions.

Motion made by Commissioner Weaver to approve the ordinance; seconded by Commissioner DeCiccio. Upon a roll call vote, Commissioners Sullivan, DeCiccio and Weaver and Mayor Anderson voted yes. Commissioner Cruzada voted no. Motion carried unanimously with a 4-1 vote.

14. City Commission Reports

Commissioner DeCiccio –

- On behalf of the Winter Park Library, thanked staff for the help with their recent Festapalooza event.

- Advised that work on Orange Avenue from Clay up to and including the intersection with 17-92 begins in January.

Commissioner Cruzada –
- Thanked staff for the stormwater improvements on Brechin, Whitehall and Lakemont.

Commissioner Weaver –
- Reminded everyone of the Veterans Day event on November 10th which will include a tribute to veteran and former Mayor Joe Terranova

15. Summary of Meeting Actions

- Approved the Consent Agenda with amendment to the work session minutes.
- Tabled the Ravaudage agreement with a request for additional information.
- Tabled the request regarding the redevelopment of the former Patmos Chapel property to December 13th.
- Directed staff to evaluate the parking along Capen Avenue.
- Approved resolution adding 1390 Indiana Avenue to the Register of Historic Places.
- Approved ordinance banning smoking and vaping in city parks on first reading.
- From CRA Agency meeting, asked staff to get a proposal to update the base parking study and pursue getting back a track crossing at end of the train station platform at Garfield.

16. Adjournment

The meeting adjourned at 7:41 p.m.

_____
Mayor Phillip M. Anderson

ATTEST:

_____
City Clerk Rene Cranis

City Commission

agenda item

item type	meeting date
Consent Agenda	December 13, 2023
prepared by	**approved by**
	Randy Knight, City Manager

subject
Approve the minutes of the work session, November 9, 2023

motion | recommendation

background

strategic objectives

alternatives | other considerations

fiscal impact

attachments
1. Minutes - WS - Nov, 9, 2023

City Commission
Work Session Minutes

November 9, 2023 at 1:00 PM

City Hall Commission Chambers
401 S. Park Avenue

Present

Mayor Phil Anderson; Commissioners Marty Sullivan, Sheila DeCiccio, Kris Cruzada and Todd Weaver; City Manager Randy Knight; Assistant City Manager Michelle del Valle and City Clerk Rene Cranis.

1. Meeting Called to Order

Mayor Anderson called the meeting to order at 1:06 p.m.

2. Discussion Item (s)

a. Review of Parking Standards

City Planning Consultant Jeff Briggs stated the purpose of this work session is to look at parking in many contexts, as well as how to manage downtown parking, parking garages and also to discuss the presentation by Henry Grabar on parking. He provided the background of the parking code and reviewed recent updates that focused on electric vehicle charging stations in 2021, parking garages in 2017, and in 2018, requirements were relaxed for retail and office use, leased parking was allowed, and Institute of Traffic Engineers (ITE) methodology for shared parking was adopted. He noted that the code prohibits charging a fee for parking without Commission approval. He explained the concept of shared parking and ideal situations (office/residential mixed use) and limitations (entities' reluctance to enter into a long-term lease).

Mr. Briggs presented options for updating the parking code: reduce requirements for non-medical office space city-wide to one space per 333 sf, reduce requirements for larger non-medical buildings for any portion over 20,000 sf and add parking maximums to reduce the amount of asphalt and provide an opportunity for additional square footage, He explained the multi-family parking requirements which could be updated and based on unit size where smaller units would require less parking and would also assist with development of attainable housing. The parking code could grandfather in second floors if converted to apartments, which assist, in a small way, with conversion for attainable housing. He spoke about the necessity of having parking minimums so adequate parking is provided for buildings. He commented that Mr. Grabar's examples come from urban areas where most are accustomed to using alternate modes of

transportation (public transit, taxis) and are accustomed to paying for private parking, which may not work for the city.

Commissioner DeCiccio spoke about the lack of available parking for people using Sunrail to commute to work in Orlando. Mr. Briggs explained that while Maitland was able to build a parking area exclusively for all-day parking, Winter Park does not have that option because of the location of the station which has a limited supply of parking in the "Amtrak lot." He said the question is whether the needs of the local businesses and workers more important that the needs of the commuters to downtown Orlando, or is there a suitable compromise, which is a policy decision of the Commission.

Mayor Anderson spoke about his experience as a commuter in Chicago stating some paid a monthly rate in some lots and some paid a daily rate in a municipal lot. He feels that if someone is intent on commuting, they could go to a regional lot in Maitland or at Florida Hospital, but in Winter Park parking is allocated downtown because it is an economic driver. He suggested updating the parking study.

Commissioner Weaver suggested researching the use of Mt. Moriah parking lot during the work seek for downtown workers and offer a shuttle to downtown. Another option that has been presented previously is to put another parking deck on the Amtrak lot, but with one deck 1/2 floor down to decrease the overall height.

Mayor Anderson said 10 or 20 spaces could be allocated for free commuter parking, but he would prefer to allocate free parking to support local businesses and the economy. Discussion followed on current parking regulations, short-term and employee parking and whether to charge for a parking placard and parking needs. Commissioner Sullivan supported charging for parking and looking at parking apps to pay for parking and, as Mr. Grabar recommended using the data to determine parking usage and lower or raise the rate based on supply and demand.

Mr. Briggs said staff had heard from Park Avenue merchants that they are at a disadvantage from other areas that have free parking. However, with paid parking, there is the advantage of higher turnover of spaces. Mayor Anderson said he understood the intent was to deter downtown workers from parking in prime locations, i.e. on Park Avenue. Discussion followed on parking regulations, enforcement, and zoned parking. Mr. Knight said additional signage is needed to enforce zoned parking. Deputy Police Chief Lisa Suepat provided details on parking enforcement issues.

Commissioner Cruzada said his concern is how to determine the threshold and capacity for residents and businesses to have customers pay for parking. He questioned whether Park Avenue merchants could provide some level of credit or incentive for having to pay for parking on Park Avenue. He supported conducting a test for demand-

based parking. Additional discussion followed on paid parking and the ease of paying via a parking app.

Responding to comments regarding parking garages, Mr. Briggs spoke about properties that were considered for parking garages but were rejected because of lot size or location. Discussion was held on other opportunities for parking, i.e. CenturyLink.

Mayor Anderson showed the zoned parking from the parking study from 2013 and spoke about the supply/excess/shortage of weekend and workweek parking. He restated his suggestion to update the study adjusting the assumption or calculation of demand before a decisions made on whether a parking garage is needed. He suggested offering 10-15 commuter placards on a first-come first-served basis with a wait list at $200/month as a pilot program.

Commissioner Sullivan supported updating the study to include the potential for utilizing a parking app if it is warranted by supply and demand and also smart city applications.

Discussion returned to deterring long-term parking in highly desirable retail areas and prioritization of allocating parking for residents, visitors and workers and paid parking on Park Avenue.

There were no objections to proceed with other staff recommendations and updating the study. Mr. Knight said staff will obtain a cost to update the study and bring it to the CRA for approval. Director of Office of Management and Budget Peter Moore suggested using ARPA funds, which has $750k allocated for studies. Approved by consensus. Commissioner Sullivan suggested the parking include a portion of Orange Avenue.

After additional discussion, consensus was to begin a pilot program for six months, issuing 10 placards at $60/month and adjust if needed.

Mr. Knight gave an update on the Seven Oaks Park GMP came in about 20% above budget but staff will be presenting funding options in an upcoming meeting and added staff is performing some tasks to reduce the cost, i.e. irrigation.

3. Adjournment

The work session adjourned at 2:36 p.m.

_____
Mayor Phillip M. Anderson

ATTEST:

_____
City Clerk Rene Cranis

City Commission

agenda item

item type	meeting date
Consent Agenda	December 13, 2023
prepared by	**approved by**

subject
Approve the following piggyback contracts:

motion | recommendation

background

strategic objectives

alternatives | other considerations

fiscal impact

attachments
None

City Commission

agenda item

item type	meeting date
Consent Agenda	December 13, 2023
prepared by	**approved by**
Rebecca Watt, Procurement Agent	Randy Knight, City Manager

subject

1. Cintas Corporation - OMNIA Partners/Prince William County School Board Contract #R-BB-19002 - Facilities Management Products & Solutions - Renewal; for goods and services on an as-needed basis during the term of the agreement through October 31, 2025; Amount: $250,000
2. Electric Supply of Tampa - OUC-KUA Contract #RFP-21-4979-OQ - Wire and Cable; for the purchase of electric wire for inventory purposes and on an as-needed basis during the term of the agreement through June 14, 2024; Amount: $750,000
3. TAW Orlando Service Center - City of Tampa Contract #20-P-00870 - Electric Motor & Pump Repair Services - Renewal; for services on an as-needed basis during the term of the agreement through November 4, 2024; Amount: $150,000
4. JMD Global Developers, LLC - City of Cocoa Contract #B-21-30-COC-A - Concrete Sidewalks, Curb, & Gutter Construction Services; for services on an as-needed basis during the term of the agreement through December 20, 2026; Amount: $500,000
5. R2 Unified Technologies, LLC - NASPO Contract #AR3227 43220000-NASPO-19-ACS - Data Communication Products & Services; for goods and services on an as-needed basis during the term of the agreement through September 30, 2024; Amount: $150,000
6. Applied Aquatic Management, Inc. - State of Florida FWC Contract #21352 - Aquatic Plant Control Services; for services on an as-needed basis during the term of the agreement through August 9, 2025; Amount: $100,000
7. Vortex Companies, LLC - TIPS Contract #20110401 - Pipe Bursting; for services on an as-needed basis during the term of the agreement through May 31, 2024; Amount: $500,000
8. DataProse, LLC - City of Georgetown Contract #22-0024-GS - Utility Bill Printing, Mailing and Insert Printing Services; for services on an as-needed basis during the term of the agreement through September 30, 2024; Amount: $260,000
9. Galls, Inc. – GSA Contract #47QSWA21D008H – Clothing, Footwear, and Protective Apparel; for goods on an as-needed basis during the term of the agreement through September 29, 2026; Amount: $100,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. The Prince William County School Board, in partnership with OMNIA Partners, issued a formal solicitation to award this contract in FY19 and has renewed it in accordance with the original executed Agreement.
2. The Originating Agency (OUC-KUA) issued a formal solicitation to award this contract in FY21 and is most advantageous for the City to utilize this contract.
3. The Originating Agency (City of Tampa) issued a formal solicitation to award this contract in FY23 and has renewed it in accordance with the original executed Agreement.
4. The Originating Agency (City of Cocoa) issued a formal solicitation to award this contract in FY22.
5. The Cooperative Purchasing Agency (NASPO) issued a formal solicitation to award this contract in 2019.
6. The Cooperative Purchasing Agency (State of Florida) issued a formal solicitation to award this contract in FY22.
7. The Cooperative Purchasing Agency (TIPS) issued a formal solicitation to award this contract in FY21.
8. The Originating Agency (City of Georgetown) issued a formal solicitation to award this contract in FY22.
9. The Cooperative Purchasing Agency (GSA) executed this contract in FY21.

strategic objectives

Fiscal Stewardship.

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in approved budgets.

attachments

None

City Commission

agenda item

item type	meeting date
Consent Agenda	December 13, 2023
prepared by	**approved by**

subject
Approve the following contracts:

motion | recommendation

background

strategic objectives

alternatives | other considerations

fiscal impact

attachments
None

City Commission

agenda item

item type	meeting date
Consent Agenda	December 13, 2023
prepared by	**approved by**
Rebecca Watt, Procurement Agent	Randy Knight, City Manager

subject

1. Gerhartz & Associates, LLC - RFQ16-12 - Continuing Contract for GIS Services; for services on an as-needed basis during the term of the agreement through September 30, 2025; Amount: $160,000
2. Irvine Mechanical, Inc. - IFB19-19 - HVAC Installation, Repair & Replacement Services - Amendment 4; for services on an as-needed basis during the term of the agreement through October 29, 2024; Amount: $500,000
3. Paymentus Corporation - FY20-75 - Payment Management & Processing Services; for services on an as-needed basis during the term of the agreement through November 7, 2024; Amount: $978,000
4. A Budget Tree Service Inc. - ITN23-18 - Vegetation Management Services; for services on an as-needed basis during the term of the agreement through February 14, 2024; Amount: $100,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. A formal solicitation was issued in FY12.
2. A formal solicitation was issued in FY19 and has been renewed in accordance with the original executed Agreement.
3. A formal agreement was executed on November 7, 2019.
4. A formal solicitation was issued in FY18. This contract was executed on November 14, 2018, with an initial one (1) year term and the option of four (4) one-year renewals. A one-time 90-day Temporary Extension has been issued for the forthcoming solicitation to rebid for these services.

strategic objectives

Fiscal Stewardship.

alternatives | other considerations
N/A

fiscal impact
Total expenditures included in approved budgets.

attachments
None

City Commission

agenda item

item type	meeting date
Consent Agenda	December 13, 2023
prepared by	**approved by**
Rebecca Watt, Procurement Agent	

subject
Approve the following purchase:

motion | recommendation

background

strategic objectives

alternatives | other considerations

fiscal impact

attachments
None

City Commission

agenda item

item type	meeting date
Consent Agenda	December 13, 2023
prepared by	**approved by**
Rebecca Watt, Procurement Agent	Randy Knight, City Manager

subject

1. Turf Tank - Lease of Turf Tank TWO Robot; For GPS line marking on athletic fields; Amount: $97,700

motion | recommendation

Commission approve item as presented and authorize Mayor to execute.

background

1. The City's Athletic Division received two (2) quotes with demonstrations and found it to be most advantageous to move forward with the selected vendor. This is a six (6) year lease agreement.

strategic objectives

Fiscal Stewardship.

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in approved budgets.

attachments

None

City Commission

agenda item

item type	meeting date
Consent Agenda	December 13, 2023
prepared by	**approved by**
Wes Hamil, Director of Finance	Randy Knight, City Manager

subject
Authorize opening an account with FLCLASS local government investment pool

motion | recommendation
Authorize the opening of a City of Winter Park account with FLCLASS

background
The Florida Cooperative Liquid Assets Securities System (FLCLASS) is an intergovernmental investment pool authorized under Section 218.415, Florida Statutes and was created via an interlocal agreement by and among state public agencies as described in Section 163.01, Florida Statutes. The FLCLASS prime-style portfolio is rated AAAm by S&P Global Ratings and its Enhanced Cash portfolio is rated AAAf/S1 by Fitch Ratings. FLCLASS would give the city another option for investing excess cash and funds may be returned to the city's bank account on the same day as the request if placed by 3:00 pm. The current daily yield for FLCLASS is 5.48%. Attached is the account application and interlocal agreement.

strategic objectives
Fiscal stewardship

alternatives | other considerations

fiscal impact
Potential additonal investment earnings

attachments
1. FLCLASS Registration Packet by Instrument of Adoption
2. 2021 05.01 FLCLASS Interlocal Agreement-

Welcome to FLCLASS

Thank you for choosing FLCLASS!

This packet contains all the materials necessary to set up your FLCLASS account(s). If you have any questions about the registration process or about your FLCLASS account(s), please do not hesitate to contact us. The FLCLASS Client Service Team can be reached any business day from 8:00 a.m. to 5:00 p.m. ET by phone at (844) 220-7600 or by email at clientservices@flclass.com.

FLCLASS is not a bank. An investment in FLCLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the FLCLASS prime style fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. Please read the applicable FLCLASS Information Statements carefully before making an investment decision. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.

Registration Procedures

To participate in FLCLASS, please complete the following:

1. Review the Interlocal Agreement (accessible on www.flclass.com).

2. Complete and sign the Instrument of Adoption (page 3).

Under Florida Statues, Section 218.415, Florida governments have the power to invest in any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01 of the Florida Statutes. The Instrument of Adoption must be signed by the finance director, treasurer, chief financial officer, or other local official who is properly authorized to invest public funds of your entity.

3. Complete the Entity Registration (page 4).

4. Complete the Authorized Contacts Form (pages 5/6).

5. Complete the FLCLASS Accounts to be Established form; you may open as many accounts as you wish (page 7).

6. Should you be interested in participating in FLCLASS Enhanced Cash, complete the FLCLASS Enhanced Cash Participant Acknowledgement Form (page 8), and complete the FLCLASS Enhanced Cash Accounts to be Established Form; you may open as many accounts as you wish (page 9).

7. Keep the original forms for your records and send the completed packet to the FLCLASS Client Service Team by fax (844) 220-7900 or by email clientservices@flclass.com.

Questions? Please contact us; we would love to hear from you.

FLCLASS Client Service Team
T (844) 220-7600
clientservices@flclass.com

Instrument of Adoption

of that certain
Interlocal Agreement for the
Florida Cooperative Liquid Assets Securities System (FLCLASS)

This Instrument of Adoption (this Instrument) is executed as of the 14th day of December, 20 23, by and on behalf of City of Winter Park, FL.

Reference is made to that certain Amended and Restated Interlocal Agreement for the Florida Cooperative Liquid Assets Securities System, dated as of March 4, 2021, made by and among certain Initial Participants (as defined therein) and such additional Participants who may have heretofore and may hereafter join therein, and as may have been and may be modified or amended as provided therein (the Interlocal Agreement). Capitalized terms not defined in this Instrument shall have the meanings given in the Interlocal Agreement.

By executing this Instrument, the undersigned represents and warrants that (a) the undersigned is a Unit of Local Government as defined in the Interlocal Agreement; (b) the person executing this Instrument on behalf of the undersigned is an officer of the Unit of Local Government authorized to execute this Instrument; (c) the undersigned has taken all required action to qualify as a Participant under the Interlocal Agreement, and (d) the undersigned is authorized to invest in FLCLASS pursuant to Section 163.01(17)(a), Florida Statutes with or without an adopted a written investment policy.

By executing this Instrument, the undersigned agrees that it will be bound by all terms and conditions of the Interlocal Agreement, as amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this Instrument as of the day first above written.

Name of Public Agency City of Winter Park

Date December 14, 2023

Authorized Signatory _____

Print Name Charles W Hamil, III

Trust Registration

Entity Information

Local Government Name (Participant) City of Winter Park

Entity Type: ☑ City/Town ☐ County ☐ School District ☐ Special District
☐ Other (Specify) _____

Mailing Address 401 South Park Avenue

City Winter Park Zip 32789 County Orange

Physical Address (if different than above) _____

City _____ Zip _____ County _____

Tax ID 596000454 Fiscal Year End Date (Month/Day) 09/30

I authorize FLCLASS and its transfer agent and administrator to act on any instructions believed to be genuine for any service authorized on this form. I agree that FLCLASS, its transfer agent, and administrator, Public Trust Advisors LLC, and their respective officers, directors, affiliates, representatives, employees and agents (each an "Indemnified Party") will not be liable for any losses, claims, expenses and liabilities (collectively, the "Losses") that result from accepting such instructions, and I agree to indemnify and hold harmless each Indemnified Party from and against any and all Losses arising from or resulting from such reliance on, or acceptance of, such instructions. Withdrawal proceeds can be sent only to the bank(s) indicated below unless changed by written instructions. Each local government is responsible for notifying the Trust of any changes to its account(s).

Wires will be distributed every hour with the final distribution ending at 3:00 p.m. ET; distribution times are subject to change as needed by the FLCLASS Administrator. Additionally, FLCLASS must be notified of any contributions by 3:00 p.m. ET to receive same day credit. **If funds are not received by 5:00 p.m. ET, contribution orders will be voided.**

Banking Information

Bank Name Bank of America Bank Routing Number (ABA) 026009593

Account Title City of Winter Park Account Number 1074600123

Bank Contact* Mary Steward Contact's Phone Number (904) 987-3312

☑ Wire ☑ ACH ☑ Both

Additional Banking Information (Optional)

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact* _____ Contact's Phone Number _____

☐ Wire ☐ ACH ☐ Both

*If there will only be one Authorized Signer on the FLCLASS account, bank contact must be provided to verify bank account information

Authorized Contacts

Authorized Signers Can:	Read-Only Users Can:
Approve changes to the Investor Profile Update banking/contact information Process transactions Receive account updates	Receive account updates Request "view-only" access to monthly statements and transaction confirmations

Authorized Signer

Charles W Hamil, III	Finance Director
Print First and Last Name	Title
	(407) 599-3381
Signature Required	Phone (Required)
whamil@cityofwinterpark.org	
Email (Required)	Fax

Additional Contact (Optional) Note – FLCLASS strongly advises each participant to have multiple authorized signers to help prevent fraud

Michelle Del Valle	Assistant City Manager
Print First and Last Name	Title
	(407) 599-3236
***(Signature Required if Authorized Signer)**	Phone (Required)
mdelvalle@cityofwinterpark.org	
Email (Required)	Fax

Permissions (check only one)

- [x] Authorized Signer to Move Funds*
- [ ] Read-Only Access

Additional Contact (Optional)

Randy B Knight	City Manager
Print First and Last Name	Title
	(407) 599-3235
***(Signature Required if Authorized Signer)**	Phone (Required)
rknight@cityofwinterpark.org	
Email (Required)	Fax

Permissions (check only one)

- [x] Authorized Signer to Move Funds*
- [ ] Read-Only Access

Authorized Contacts (cont.)

Additional Contact (Optional)

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone (Required)

Email (Required)

Fax

Permissions (check only one)

☐ Authorized Signer to Move Funds*

☐ Read-Only Access

Additional Contact (Optional)

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone (Required)

Email (Required)

Fax

Permissions (check only one)

☐ Authorized Signer to Move Funds*

☐ Read-Only Access

Additional Contact (Optional)

Print First and Last Name

Title

***(Signature Required if Authorized Signer)**

Phone (Required)

Email (Required)

Fax

Permissions (check only one)

☐ Authorized Signer to Move Funds*

☐ Read-Only Access

FLCLASS Accounts to be Established

Name of Public Local Government: City of Winter Park

Desired Subaccount Name(s)* i.e. General Fund, etc.:
(To be completed by Participant, **at least one Subaccount is required**)

Operating Account

*Name must be limited to 35 characters.

Once your FLCLASS account has been established, you will receive a confirmation email with your login credentials from no-reply@flclass.com. If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before calling the FLCLASS Client Service team.

FLCLASS Enhanced Cash Participant Acknowledgement Form

Participant Information

Entity Name (Participant) City of Winter Park

Participant Acknowledgement

The undersigned Authorized Signer for the Participant hereby acknowledges the following:

- The Participant has received and reviewed the FLCLASS Enhanced Cash Information Statement.
- All Enhanced Cash investments are made in accordance with the FLCLASS Enhanced Cash Investment Policy.
- FLCLASS Enhanced Cash is designed to complement the daily liquidity of the FLCLASS fund by gaining exposure to a diversified portfolio of high-quality securities.
- The general objective of FLCLASS Enhanced Cash is to generate a higher level of income than provided by a traditional stable NAV LGIP while seeking to protect Participant capital.
- Withdrawals are available one business day after the request is made. With FLCLASS Enhanced Cash, investments continue to accrue interest during the one-day redemption period. Due to the design of FLCLASS Enhanced Cash, early withdrawals are not permissible.
- Withdrawals can only be initiated in the Participant Portal.
- Any Authorized Signer has full power and authority to make investments for the above Participant.
- FLCLASS Enhanced Cash is designed for investors with a slightly longer investment horizon and the ability to tolerate a higher risk profile.

Authorized Signer

	December 14, 2023
Signature	Date
Charles W Hamil, III	Finance Director
Printed Name	Title

The investment advisor providing these services is Public Trust Advisors, LLC (Public Trust), an investment adviser registered with the SEC under the Investment Advisers Act of 1940, as amended. Registration with the SEC does not imply a certain level of skill or training. Additionally, this registration provides no guarantee of return or protection against loss. FLCLASS is not a bank. An investment in FLCASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Please read the applicable FLCLASS Information Statements carefully before making an investment decision. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

FLCLASS Enhanced Cash Accounts to be Established

Entity Name:_____

FLCLASS Enhanced Cash Accounts
Desired Subaccount Name(s)* i.e. General Fund, etc.:
(To be completed by Participant)

Enhanced Cash _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

*Name must be limited to 35 characters.

FLCLASS Enhanced Cash is designed to complement the daily liquidity offered by the FLCLASS portfolio. EDGE is best suited for funds not needed on a frequent or near-term basis. FLCLASS Enhanced Cash is designed for investors with a slightly longer investment horizon and the ability to tolerate a higher risk profile.

FLCLASS Enhanced Cash does not seek to maintain a stable net asset value (NAV) and does not offer daily liquidity. Investing in FLCLASS Enhanced Cash introduces the potential for the reporting of unrealized and realized gains and losses.

The FLCLASS Enhanced Cash investment objectives in order of priority are safety, liquidity, and return. The FLCLASS Enhanced Cash portfolio is structured to provide Florida local governments with an investment vehicle to invest monies not needed for daily liquidity.

If you have questions about which of your local government's funds are appropriate for the FLCLASS Enhanced Cash portfolio, please contact your FLCLASS representative or email info@flclass.com.

Once your FLCLASS account has been established, you will recei
no-reply@flclass.com. If you do not receive your login credentials within 48 business hours of submission, please first check your junk or spam folder before calling the FLCLASS Client Service team.

Dual Authorization Form

Entity Name: _____

Please utilize this form to request dual authorization capabilities on your FLCLASS account. Dual authorization ensures that any transaction entered via the FLCLASS online transaction portal requires approval from a second Authorized Signer in order to be processed (internal transfers between subaccounts do not require dual authorization). **Note**: All Authorized Signers listed on the account can enter transactions and approve them (not just the users below).

Request to Add Dual Authorization

Dual authorization is hereby approved for _____ by the Authorized Signer below. By approving dual authorization, the Authorized Signer acknowledges transactions not approved by the 3:00 p.m. ET cutoff will not be processed. Please ensure transactions are entered in a timely manner and that other authorized signers are available to approve the transactions for processing.

Entity Name

_____	_____
Authorized Signer's Signature	Date
_____	_____
Print Name	Title

FLCLASS®

Interlocal Agreement

March 4, 2021

This instrument was prepared by or under the supervision of
(and after recording should be returned to):

Michael L. Watkins, Esq.
Greenberg Traurig, P.A. 4
50 South Orange Avenue, Suite 650
Orlando, Florida 32801

Interlocal Agreement

of the Intergovernmental Investment Pool known as
Florida Cooperative Liquid Assets Securities System (FLCLASS)

DATED AS OF MARCH 4, 2021

by and among
the parties that have entered into
this Interlocal Agreement

The intergovernmental investment pool established, created, and authorized by this Interlocal Agreement is an authorized investment under Section 218.415, Florida Statutes, as an intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969.

This Interlocal Agreement does not meet the definition of a qualified public depository as described in Chapter 280, Florida Statutes.

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This AMENDED AND RESTATED **INTERLOCAL AGREEMENT** dated as of March 4, 2021 (this **Interlocal Agreement**) amends and restates that certain Interlocal Agreement dated as of April 1, 2015, as amended, and constitutes an interlocal cooperation agreement by and among the Florida public agencies (as described in Section 163.01, Florida Statutes, as amended) that have executed this Interlocal Agreement or that have or will execute counterparts of this Interlocal Agreement or Participation Certificates pursuant to Section 2.4 hereof (the **Participants**).

RECITALS:

WHEREAS, each Participant is permitted and has the power pursuant to the provisions of the Florida Statutes, as amended including but not limited to Section 218.415 of the Florida Statutes and its own local laws to invest certain of its funds in statutorily permitted investments including but not limited to any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes, as amended (the **Florida Interlocal Cooperation Act**); and

WHEREAS, the Florida Interlocal Cooperation Act authorizes the Participants to exercise jointly any power, privilege, or authority that the Participants share in common and that each might exercise separately pursuant to a written interlocal agreement; and

WHEREAS, the purpose of this Interlocal Agreement is, and each Participant will receive a substantial benefit by agreeing, to establish the intergovernmental investment pool to be known as the Florida Cooperative Liquid Assets Securities System (**FLCLASS**) which shall be an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, and an instrumentality of the Participants, in order to exercise such investment power jointly and invest such funds in concert with the other Participants pursuant to an interlocal agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

WHEREAS, the Participants desire to enter into an interlocal agreement and this Interlocal Agreement shall set forth the terms for such FLCLASS as set forth in the Florida Interlocal Cooperation Act; and

WHEREAS, the joint exercise of such power to invest will be benefited and made more efficient if all investments acquired pursuant to this Interlocal Agreement are held by one entity, the Custodian (as defined below), that will hold such investments for the benefit of the Participants; and

WHEREAS, the joint exercise of such power to invest will be benefited and made more efficient if the advisory, record-keeping, and other administrative functions, including the management and transmittal of investment instructions, are performed by one entity, the Administrator (defined below); and

WHEREAS, the policy of this Interlocal Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity;

WHEREAS, it is in the best interests of the Participants for each Participant to appoint an Authorized Representative to conduct certain transactions hereunder; and

WHEREAS, a Board shall be created by this Interlocal Agreement in accordance with the laws of the state of Florida as a separate interlocal governmental entity and shall supervise the administration of FLCLASS as set forth in this Interlocal Agreement; and

WHEREAS, the Board created hereunder shall be self-perpetuating;

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants, and agreements contained herein, each party hereto agrees as follows:

ARTICLE I

DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Interlocal Agreement, the following terms shall have the following meanings.

"**Account**" or "**Accounts**" shall have the meaning set forth in Section 6.5(a) hereof.

"**Administrator**" means Public Trust Advisors, LLC, or any Person or Persons appointed, employed, or contracted with by the Board pursuant to Article V hereof.

"**Administrator Agreement**" means the agreement by and between the Administrator and the Board, acting on behalf of the Participants described in Section 5.1(b) hereof.

"**Affiliate**" means, with respect to any Person, another Person directly or indirectly in control of, controlled by, or under common control with such Person or any officer, director, partner, or employee of such Person.

"**Applicable Law**" means Chapter 163, Chapter 125, Chapter 166, Chapter 218, Chapter 627, and Chapter 1001 of the Florida Statutes, as amended; Section 4, Article IX of the Constitution of Florida; and other applicable provisions of Florida law.

"**Authorized Representative**" means the person authorized to invest the funds of a Participant pursuant to Florida law who has been appointed in accordance with Section 2.1 hereof.

"**Balance**" for each Participant means an amount initially equal to zero that is adjusted pursuant to Article II hereof to reflect, among other things, cash investments by such Participant, cash payments to such Participant, investment results, and expenses and fees incurred pursuant to this Interlocal Agreement.

"**Board**" means the board of the Trustees, created by this Interlocal Agreement as a separate interlocal governmental entity, and established pursuant to Article III hereof.

"Business Day" means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in the state of Florida are required or authorized by law to remain closed, or (c) any day on which the New York Stock Exchange is closed.

"Bylaws" means those bylaws as described in Section 4.7 hereof.

"Conflicting Provisions" shall have the meaning set forth in Section 11.2 hereof.

"Custodian" means any Person or Persons appointed and employed by the Board pursuant to Section 6.1 hereof.

"Custodian Subaccount" shall mean a subaccount created by a Participant pursuant to Section 5.9 hereof.

"Custody Agreement" means the agreement by and between the Board and a custodial bank or Trust Company as described in Article VI hereof.

"Effective Date" means the first date that execution copies of this Interlocal Agreement have been executed by the initial two Participants, and this Interlocal Agreement has been filed with the clerk of the circuit court of each county where each initial Participant is located as provided in the Florida Interlocal Cooperation Act.

"FLCLASS" or the **"Trust"** means the Florida Cooperative Liquid Assets Securities System, an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, and an instrumentality of the Participants, managed by the Board, which consists of all Investment Property held by the Custodian in trust for the benefit of the Participants.

"**Fund**" means any of the funds established by the Investment Advisor pursuant to Section 5.9 hereof.

"Initial Trustees" shall have the meaning set forth in Section 3.1(a) hereof.

"Interlocal Agreement" means this Interlocal Agreement dated as of March 4, 2021 constituting an interlocal agreement by and among the initial Participants.

"Investment Advisor" means the entity serving as investment advisor to FLCLASS which may be the Administrator or an affiliate thereof.

"Investment Funds" means immediately available funds delivered by each Participant to the Custodian for investment pursuant to this Interlocal Agreement but only if: (i) the Authorized Representative appointed by such Participant is authorized pursuant to the

laws of the state of Florida to invest such funds and (ii) the Participant has taken all actions necessary pursuant to the laws of the state of Florida or other applicable local law to authorize the delivery and investment of such funds.

"Investment Policy" means the investment policy established by the Board with respect to the Investment Property in accordance with this Interlocal Agreement.

"Investment Procedures" means the procedures for participants to make investments set forth in Exhibit A attached hereto, as the same may be amended from time-to-time (notwithstanding Section 10.1(a) hereof) by the Administrator, with the consent of the Board or its Designee.

"Investment Property" means any and all securities and cash that are held in one of the Accounts and all proceeds, income, profits, and gains therefrom that have not been paid to a Participant pursuant to Section 2.2 hereof, used to discharge an Investment Property Liability or offset by losses, if any, and expenses. Investment Property shall not include securities purchased in anticipation of the delivery of funds by a Participant when such funds are not actually received by the Custodian by the anticipated delivery date and any such securities so purchased may be immediately sold and the proceeds used to pay any Person that did in fact provide monies to purchase such securities.

"Investment Property Liability" means any liability (whether known, unknown, actual, contingent, or otherwise) incurred in connection with the Investment Property pursuant to this Interlocal Agreement that is not specified in Section 7.1 hereof as being paid by the Administrator or specified in this Interlocal Agreement as being paid directly by a Participant.

"Investment Property Value" means the value of the Investment Property as determined pursuant to the valuation procedures net of the amount of the Investment Property Liabilities.

"Meeting of the Board" means a duly called meeting of the Board.

"Participants" means a unit of local government that has or will execute counterparts of this Interlocal Agreement or Participation Certificates pursuant to Section 2.4 hereof.

"Participation Certificate" means a resolution of the governing body of a Participant or an instrument of adoption for individual Participants authorizing the entry into this Interlocal Agreement pursuant to Section 2.4 hereof substantially in the form of the documents attached hereto as Exhibit D or any similar certification regarding authorization to join this Interlocal Agreement with such modifications as may be applicable to the particular unit of local government.

"Payment Procedures" means the procedures for Participants to request payments out of the Investment Property set forth in Exhibit B attached hereto, as the same may be amended from time-to-time (notwithstanding Section 10.1(a) hereof) by the Administrator with the consent of the Board or its Designee.

"Permitted Investments" means those investments defined as such in the Investment Policy established by the Board.

"Person" means any county, municipal corporation, national association, district, corporation, limited liability company, limited liability partnership, natural person, firm, joint venture, partnership, trust, unincorporated organization, group, government, or any political subdivision, department, board, commission, instrumentality, or agency of any governmental entity.

"PRIME Fund" means the designation given by Participants delivering Investment Funds for investment to indicate that such Investment Funds are to be invested in accordance with the Investment Policy.

"Trust Counsel" shall mean the attorney or firm of attorneys experienced in matter of local government law and duly admitted to practice law in the state of Florida as may be engaged or employed by the Board.

"Trustee" means each of the persons selected pursuant to Article III and Article IV hereof to serve on the Board.

"Unit of Local Government" means any governmental entity within the state of Florida and shall include but not be limited to the following and the officers thereof: any state agency, county, municipality, school district, special district, clerk of the circuit court, sheriff, property appraiser, tax collector, supervisor of elections, authority, board, public corporations, quasi-public authorities, or any other political subdivision of the state.

"Valuation Procedures" means the procedures for determining the value of the Investment Property set forth in Exhibit C attached hereto, as the same may be amended from time-to-time (notwithstanding Section 10.1(a) hereof) by the Administrator with the consent of the Board or its Designee.

ARTICLE II

PARTICIPANTS

2.1 Authorized Representatives

Each Participant shall select an Authorized Representative to represent its interests and act on its behalf under this Interlocal Agreement.

2.2 Investments

(a) Each Participant shall have the right from time-to-time to invest Investment Funds for credit to such Participant's balance in FLCLASS. A Participant that wishes to make such an investment shall notify the Administrator and follow the Investment Procedures. All Investment Funds will be invested in an applicable fund as designated by the Participant. Investment Funds so designated shall by invested pursuant to the Investment Policy established by the Board. Upon such investment in accordance with the Investment Procedures, the Participant shall have an undivided interest in the Investment Property.

(b) The balance of a Participant shall be increased upon the investment of Investment Funds by such Participant by an amount equal to the amount of such Investment Funds.

(c) No later than the end of each business day, the Custodian shall deliver a confirmation with respect to the transaction activity for the Accounts for the prior Business Day to the Administrator. The Administrator shall retain the confirmation in its records.

(d) Any funds that the Administrator is informed do not meet the conditions set forth in clauses (i) or (ii) of the definition of Investment Funds shall be returned to the Participant investing such funds by the Custodian at the request of the Administrator and such Participant shall bear all of the costs and liabilities associated with the return of such funds.

(e) There is no maximum or minimum amount that must be invested in FLCLASS pursuant to this Interlocal Agreement nor is there any maximum or minimum limitations on the aggregate amount of Investment Funds that any Participant may have invested at any one time with FLCLASS.

2.3 Payments

(a) Each Participant shall have the right from time-to-time to request, in accordance with the Payment Procedures, that the Administrator notify the Custodian to pay to the Participant, or on its behalf, any amount (rounded to the nearest whole cent) that is less than or equal to the Participant's balance at the time that payment is made pursuant to such request. Except as provided in the Payment Procedures, there shall be no limitation on the

period of time that Investment Funds must be invested pursuant to this Interlocal Agreement prior to such payment.

(b) Upon the receipt of any payment request, the Administrator shall notify the Custodian in writing, or orally to be followed by written confirmation, of the payment request from the Participant, and the requested amount (rounded to the nearest whole cent) shall be paid by the Custodian to, or on behalf of, such Participant as provided in Exhibit B.

(c) Whenever any payment is made to, or on behalf of, any Participant pursuant to Section 2.3(b) hereof, such Participant's balance shall be reduced by the Administrator by the amount of such payment.

(d) Each Participant agrees that, without prior notice, the right to withdrawals may be temporarily suspended or postponed for the whole or any part of any period (i) during which trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market, (ii) a general banking moratorium shall have been declared by Federal, state, or the state of New York authorities, or (iii) there shall have occurred any outbreak or material escalation of hostilities or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses that might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures set forth in Exhibit C. The Administrator shall determine, on behalf of the Board, when an event occurs that, under this Section entitles the Custodian to temporarily suspend or postpone a Participant's right to withdrawals, and shall immediately notify the Custodian and each Participant by facsimile, email, mail, or telephone of such determination. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance. Such a suspension or postponement shall take effect at such time as is determined by the Administrator, and thereafter there shall be no right to request or receive payment until the first to occur of: (a) in the case of (i) or (ii) above, the time at which the Administrator declares the suspension or postponement at an end, such declaration shall occur on the first day on which the period specified in the clause (i) or (ii) above shall have expired; and (b) in the case of (iii) above, the first day on which the period specified in clause (iii) above is no longer continuing. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

2.4 Additional Participants After Initial Execution

Any Person who meets the definition of a Participant that wishes to become a Participant after the Effective Date may do so by executing a counterpart to this Interlocal Agreement or a Participation Certificate substantially in the form attached hereto as Exhibit

D (with such modifications as may be applicable to the particular governmental entity) or other writing deemed acceptable by the Administrator and delivering the counterpart or the original executed Participation Certificate to the Administrator. Any entity that becomes a Participant pursuant to this Section 2.4 shall have the same rights and obligations hereunder as the other Participants.

2.5 Participant Right to Initiate a Vote to Require Board Action

The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board signed by the lesser of 25 or ten percent (10%) of the Participants, have the right to require a vote by the Board related to questions or consideration of such other matters as determined by such Participants. Within 90 days of receipt of such instrument or instruments or the following Board meeting, whichever occurs sooner, the Board shall be required to address the matters identified within the instrument or instruments and be required to take action on the matter.

2.6 Termination of Participation

(a) Any Participant may withdraw from this Interlocal Agreement at any time upon written notice to the Administrator and the withdrawal shall be noted to the Board in the Administrator's next report. Upon its withdrawal from this Interlocal Agreement, a Participant shall cease to have any rights or obligations under this Interlocal Agreement except for any obligations arising on or before the date of withdrawal and the rights to withdraw the Participant's Balance. A notice of withdrawal shall be deemed to constitute a request under the Payment Procedures that an amount equal to the requesting Participant's entire balance as of the date of such notice be paid to such Participant. No withdrawal from this Interlocal Agreement shall become effective until such Participant's balance is equal to zero, and until such time, such Participant shall continue to possess all of the rights and be subject to all of the obligations arising from this Interlocal Agreement.

(b) Any Participant that no longer qualifies as a unit of local government, that breaches any material covenant contained in Article VIII hereof, or for which any of the representations contained in Article VIII hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 2.6(a) hereof immediately upon such disqualification, breach, or cessation but shall not be deemed to have requested the payment of its balance unless and until it either makes an actual payment request or the Administrator determines that such a disqualification, breach, or cessation has occurred.

2.7 Receipt of Statements and Reports; Requests

(a) The Administrator shall provide to each Participant a copy of the statements prepared pursuant to Section 5.5 hereof and of the reports prepared pursuant to Section 5.6 hereof applicable to such Participant.

(b) In addition, each Participant, through its Authorized Representative, may direct the Administrator to provide a statement of the value of the Participant's balance as of the date of the request. The Administrator shall provide such statement, subject only to account activity as of such date.

(c) On behalf of each Participant, the Administrator shall maintain or cause to be maintained the records relating to such Participant in a manner that records (i) the portion of the Participant's balance designated in the applicable Fund and (ii) the Participant's balance as one or more subaccounts or other special accounts to accommodate the desire of such Participant to segregate a portion of its Investment Funds. The Administrator shall maintain a separate record for each Participant and shall record the individual transactions involving each such Participant and the total value by subaccount of all investments belonging to each such Participant.

2.8 Responsibility for Authorized Representatives

Each Participant shall be responsible for the actions or inaction of its Authorized Representative under this Interlocal Agreement, and the Administrator and Custodian are authorized to rely on the directions of the Authorized Representative without further investigation or diligence.

ARTICLE III

BOARD

3.1 Establishment of Board; Initial Board

(a) The management of FLCLASS shall be under the direction of the Board that is hereby created by this Interlocal Agreement as a separate interlocal governmental entity. The initial Participants have by this Interlocal Agreement appointed the following persons as the initial trustees (the Initial Trustees) having terms ending the following date:

Cindy Valentine	December 31, 2015
Sharon R. Bock	December 31, 2016
Ken Burke	December 31, 2017

(b) The Initial Trustees shall constitute the initial Board. The Board may expand the membership of the Board and set initial terms for each additional Trustee provided, however, the number of Trustees shall not be less than three (3) nor more than thirteen (13). New and successor Trustees shall be appointed as provided for in Article IV.

3.2 General Powers

(a) FLCLASS is hereby established as a common law trust pursuant to this Interlocal Agreement. The purpose of FLCLASS is to provide an intergovernmental investment pool in accordance with Section 218.415, Florida Statutes through which Participants may invest surplus funds in accordance with Florida law governing the investment of surplus monies of a Participant. No Participant shall be required to appropriate any funds or levy any taxes to establish FLCLASS. FLCLASS shall maintain an office of record in the state of Florida and may maintain such other offices or places of business as the Board may from time-to-time determine. The initial office of record of FLCLASS shall be 4767 New Broad Street Orlando, Florida 32814.

(b) The Board shall serve as the fiduciary for the Participants and shall have exclusive and absolute control over the Investment Property to the same extent as if the Board were the sole owner of the Investment Property in its own right. All powers of the Administrator or Custodian that are described in this Interlocal Agreement shall also be powers of the Board. The Board may perform such acts as it determines in its sole discretion as proper for conducting the business of the Board. The enumeration of any specific powers shall not be construed as limiting the powers of the Board. Such powers may be exercised with or without the posting of a bond, an order, or other action by any court. In construing the provisions of this Interlocal Agreement, the presumption shall be in favor of a grant of power to the Board.

(c) The Board may authorize the creation of one or more different Funds provided, however, that each such Fund shall conform in all respects to the requirements of this Interlocal Agreement.

(d) The Board may authorize the use of the names Florida Cooperative Liquid Assets Securities Systems, FLCLASS and Florida CLASS in conjunction with other products, portfolios, pools, and services that provide investment, financial, or other cash management services to Participants and for purposes of this Interlocal Agreement, such name shall include any Funds established pursuant to this Interlocal Agreement. The Administrator may identify a name for any additional Funds established pursuant to this Interlocal Agreement, subject to Board approval.

3.3 Investment and Management; The Investment Program

The Board shall have the power to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, pledge, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of Permitted Investments pursuant to the Investment Policy established by the Board.

The general investment policy and objective of the Board shall be to provide to the Participants the preservation of capital and liquidity while providing a competitive investment

yield by investing in Permitted Investments. The Board shall appoint an Administrator, and the Board is directed to enter into the Administrator Agreement with the Administrator consistent with the terms of this Interlocal Agreement. The Administrator shall have the power to manage the Investment Property as specifically set forth in the Administrator Agreement. All modifications to the Investment Policy require Board approval by simple majority.

3.4 Title to Investments; Rights as Holders of Investment Property

Legal title to all Investment Property shall be vested in the Board on behalf of the Participants and shall be held by and transferred to the Board, except that the Board shall have full and complete power to cause legal title to any Investment Property to be held, if permitted by law, in the name of any other Person as nominee, on such term, in such manner and with such powers as the Board may determine, so long as in the judgment of the Board the interests of the Board and the Participants are adequately protected.

The Board shall have full and complete power to exercise all of the rights, powers, and privileges appertaining to the ownership of the Investment Property to the same extent that any individual might and, without limiting the generality of the foregoing, to vote or give any consent, request, or notice, or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more persons, which proxies and powers of attorney may be for meeting or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

3.5 Payment of Expenses

The Board shall have full and complete power:

(a) to incur and pay any charges or expenses that, in the opinion of the Board, are necessary or incidental to or proper for carrying out any of the purposes of this Interlocal Agreement;

(b) to pay any taxes or assessments validly and lawfully imposed upon or against the Investment Property or the Board in connection with the Investment Property or upon or against the Investment Property or income or any part thereof;

(c) to reimburse others for payment of such expenses and taxes; and

(d) to pay appropriate compensation or fees from the Investment Property to a person with whom the Board has contracted or transacted business.

All payments or expenses incurred pursuant to this Section will be a liability payable solely from the Investment Property. The Trustees shall not be paid compensation for their services as Trustees hereunder.

3.6 Power to Contract, Appoint, Retain, and Employ

The Board is responsible for the investments of FLCLASS consistent with the Investment Policy established in this Interlocal Agreement and for the general administration of the business and affairs of FLCLASS. Subject to the limitations expressed in Section 3.11 of this Interlocal Agreement, the Board shall have full and complete power to, and shall at all times, appoint, employ, retain, or contract with any person of suitable qualifications (including

any corporation, partnership, trust, or other entity of which one or more of them may be an Affiliate) for the transaction of the affairs of the Board.

3.7 Insurance

The Board shall have full and complete power to purchase or to cause to be purchased and pay for, entirely out of Investment Property, insurance policies insuring FLCLASS, officers, employees, and agents of FLCLASS individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position or by reason of any action alleged to have been taken or omitted by FLCLASS or any such person, officer, employee, and agent including any action taken or omitted that may be determined to constitute negligence, whether or not FLCLASS would have the power to indemnify such person against such liability.

3.8 Borrowing and Indebtedness

The Board shall not borrow money or incur indebtedness, whether or not the proceeds thereof are intended to be used to purchase Permitted Investments or Investment Property, except as a temporary measure to facilitate the transfer of funds to the Participant that might otherwise require unscheduled dispositions of portfolio investments, but only to the extent permitted by law. No such indebtedness shall have a maturity later than that necessary to avoid the unscheduled disposition of portfolio investments.

3.9 Remedies

Notwithstanding any provision in this Interlocal Agreement, when the Board deems that there is a significant risk that an obligor to FLCLASS may default or is in default under the terms of any obligation of FLCLASS, the Board shall have full and complete power to pursue any remedies permitted by law that, in its sole judgment, are in the interests of FLCLASS, and the Board shall have full and complete power to enter into any investment, commitment, or obligation of FLCLASS resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

3.10 Information Statement

The Board shall have full and complete power to prepare, publish, and distribute an Information Statement regarding FLCLASS and to amend or supplement the same from time to time.

3.11 Contracting with Affiliates

To the extent permitted by law, the Board may enter into transactions with any Affiliate of the Administrator or the Custodian if:

(a) each such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Board, and

(b) such transaction (or type of transactions) is, in the opinion of the Board, on terms fair and reasonable to the Board and the Participants and at least as favorable to them as

similar arrangements for comparable transactions with organizations unaffiliated with the person who is a party to the transaction.

3.12 Further Powers

The Board shall have full and complete power to take all such actions, do all such matters and things, and execute all such instruments as it deems necessary, proper, or desirable in order to carry out, promote, or advance the interests and purposes of FLCLASS although such actions, matters, or things are not herein specifically mentioned. Any determination as to what is in the best interest of FLCLASS made by the Board in good faith shall be conclusive. In construing the provisions of this Interlocal Agreement, the presumption shall be in favor of a grant of power to the Board.

3.13 Intellectual Property

The parties acknowledge that pursuant to this Interlocal Agreement and/or the business activities of the Board, various types of intellectual property (the Intellectual Property) may be created including but not limited to trademarks such as "FLCLASS" and "Florida Cooperative Liquid Assets Securities Systems" among others. With regard to any and all intellectual property created by or for the Board or by or for FLCLASS with regard to this Interlocal Agreement, the Board shall have all right, title, and interest to such intellectual property. No other party to this Interlocal Agreement shall make any claim of ownership to any such intellectual property and shall have no rights to the intellectual property other than as expressly set forth in a written agreement between the Board and that other party. Except as expressly set forth in this Interlocal Agreement, the Board shall have no obligation to account to the other parties to this Interlocal Agreement for any revenues arising from the use, license, or assignment of any item of intellectual property.

3.14 No Liability

No Trustee or officer of the Board shall be subject to any personal liability whatsoever to any person, in connection with the Investment Property or affairs of the Board, other than liability arising from the bad faith, willful misfeasance, gross negligence, or reckless disregard of duty by such Trustee or officer; and all persons shall look solely to the Investment Property for satisfaction of claims of any nature arising in connection with the affairs of the Board. No member or officer of the Board who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.

ARTICLE IV

TRUSTEES

4.1 Number and Qualification

(a) Upon expansion of the Board after the Initial Trustees, the Board shall have at least three (3) but no more than thirteen (13) members.

(b) The Board shall strive to appoint qualified Trustees representative of the local government entity types that participate in FLCLASS. To that end, the Board shall strive to appoint at least one Trustee (but no more than four per category) from the following categories of local governments:

(i) counties;
(ii) cities and towns;
(iii) school districts;
(iv) special districts;
(v) other public entities.

(c) The Board shall be the sole judge of the appointment and qualification of its members.

4.2 Term of Office

The term of office for a Trustee shall be three years (or less for certain Initial Trustees) or until a successor has been appointed and qualified, and such term shall begin at the meeting of the Board following the appointment. Trustees may serve any number of successive terms. The term of Trustees shall be staggered such that the term of at least one-third of all Trustees shall expire in any year.

4.3 Appointment of Trustees

(a) The Board shall appoint Trustees at any regularly scheduled or special meeting by a majority vote of the Trustees present at such meeting, provided a quorum is present. The Board shall provide for the nomination of candidates by the Participants and shall appoint Trustees from among the nominees submitted.

(b) After each appointment, each Participant shall by this Interlocal Agreement be considered to have appointed each person appointed by such vote as their Trustee unless and until removed pursuant to resignation according to Section 4.4 or removal according to Section 4.5.

4.4 Resignation of Trustees

Any Trustee may resign without need for prior or subsequent accounting by notice in writing signed by the Trustee and delivered to the Board, and such resignation shall be effective upon such delivery or at a later date specified in the written notice Any vacancy created by such removal shall be filled in accordance with subsection 4.3(a). All Trust Assets held by the Trustee in his/her capacity as Trustee shall be immediately returned to the Trust.

4.5 Removal and Vacancies

(a) The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, adjudicated incompetence, or other incapacity to perform the duties of the office. In the case of a vacancy, the Trustees remaining in office shall appoint another person as a replacement Trustee, in accordance with Section 4.3, who shall serve until the expiration of the term for the office to which the replacement Trustee is appointed. The replacement Trustee shall be considered, unless removed pursuant to this Section 4.5, the appointee of each Participant.

(b) The Board may remove a Trustee in the event of the conviction of a felony or any other crime involving dishonesty. Such removal may occur upon the majority vote of the membership of the remaining Trustees. Any vacancy created by such removal shall be filled pursuant to this Section.

(c) Notwithstanding the forgoing, in lieu of selecting new Trustees to fill vacancies on the Board, the Board may decrease the membership of the Board by the number of such vacancies provided, however, the number of memberships shall not be less than three (3) nor more than thirteen (13).

4.6 Meetings

(a) The Annual Meeting of the Board shall be the last meeting of the calendar year and shall be for the purpose of the appointment of Trustees, election of officers, setting the calendar for regular meetings, and other organizational matters as provided in the Bylaws. The Board shall meet not less than semiannually.

(b) Regular meetings of the Board shall be established annually in the method described in the Bylaws of the Board and may be held at the time and place so established.

(c) Special meetings of the Board may be held from time-to-time upon the call of the Chairperson or any two Trustees in the manner described in the Bylaws of the Board.

(d) All meetings of the Board are subject to and must comply with Section 286.011, Florida Statutes, as amended.

(e) To the extent permitted by Section 286.011, Florida Statutes, telephonic regular or special meetings by conference call or other method of electronic voice transmission that permits each participant to hear every other participant and join in the discussion are specifically authorized.

(f) To the extent permitted by Section 286.011, Florida Statutes, in the event all of the Trustees shall severally or collectively consent in writing to any action taken or to be taken

by the Trust, such action is a valid action as though it had been authorized at a formal meeting.

(g) A quorum of the Board shall be a majority of all Trustees appointed and serving. Any action of the Board may be taken at a meeting by a simple majority vote of those Trustees present and voting, provided a quorum is present, unless a supermajority is required by another section of this Interlocal Agreement or by law of the state.

4.7 Bylaws

The Board shall adopt and may, from time-to-time, amend or repeal Bylaws for the conduct of the business of the Board consistent with this Interlocal Agreement. The Bylaws may define the duties of the respective officers, agents, employees, and representatives of the Board and shall establish the rules of calling of meetings and determination of regular and special meetings.

4.8 Officers

The Board shall annually elect a Chairperson and other officers having the responsibilities and powers described in the Bylaws.

4.9 Conflicts of Interest

No Trustee shall vote on any matter that inures to his or her special private gain or loss, as that phrase is defined in Section 112.3143(1)(d), Florida Statutes. Such Trustee shall, prior to a vote being taken, disclose the nature of his or her interest in the matter from which he or she is abstaining from voting.

4.10 Standard of Care

The Trustees shall use ordinary care and reasonable diligence in the administration of the Trust. Nothing contained in this Interlocal Agreement, either expressly or by implication, shall be deemed to impose any duties or responsibilities on the Trustees other than those expressly set forth in this Interlocal Agreement.

4.11 Liability

A Trustee shall not be personally liable for monetary damages to any person for any statement, vote decision, or failure to act regarding the management or policy of the Trust unless:

(a) The Trustee breached or failed to perform his or her duties as a Trustee; and

(b) The Trustee's breach of, or failure to perform, his or her duties constitutes:

(i) a violation of the criminal law unless the Trustee had reasonable cause to believe such conduct was lawful or had no reasonable cause to believe such conduct was unlawful. A judgment or other final adjudication against a Trustee in any criminal proceeding for violation of the criminal law shall estop that Trustee from contesting the fact that such breach, or failure to perform, constitutes a violation of the criminal law but does not stop the Trustee from establishing that such Trustee had reasonable cause to believe that such conduct was lawful or had no reasonable cause to believe that such conduct was unlawful;

(ii) a transaction from which the Trustee derived an improper personal benefit, either directly or indirectly; or

(iii) recklessness or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

For the purposes of this Section 4.11, the term "recklessness" means the acting or omission to act in conscious disregard of a risk: (a) known, or so obvious that it should have been known to the Trustee; and (b) known to the Trustee, or so obvious that it should have been known, to be so great as to make it highly probable that harm would follow from such action or omission.

4.12 Indemnification

(a) The Trust shall, to the extent permitted by law, indemnify any person who was or is a party (other than an action by, or in the right of, the Trust) by reason of the fact that such person is or was a Trustee, officer, or direct employee of the Trust against liability incurred in connection with such proceedings on behalf of the Trust, including any approval of such proceedings, if such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Trust and, with respect to any criminal action or proceedings, had no reasonable cause to believe such conduct was unlawful. The termination of any proceedings by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner that he or she reasonably believed to be in, or not opposed to, the best interest of the Trust, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) In case any claim shall be made or action brought against any person in respect of which indemnity may be sought against the Trust, such indemnified person shall promptly notify the Trust in writing setting forth the particulars of such claim or action. The indemnified person shall be entitled to select and retain counsel of his or her choice. The Trust shall be

responsible for the payment or immediate reimbursement for all reasonable fees and expenses incurred in the defense of such claim or action.

4.13 Legal Title to Investment Property

Title to all Investment Property shall be vested in the Trust on behalf of the Participants who shall be the beneficial owners. The Board shall have full and complete power to cause legal title to any Investment Property to be held, on behalf of the Participants, by or in the name of any other entity or person as nominee, on such terms, in such manner, and with such powers as the Board may determine provided that the interests of the Trust are adequately protected as a consequence thereof.

4.14 Reliance on Experts

Each Trustee and officer of the Trust shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other official records of the Trust, upon an opinion of Trust Counsel, or upon official reports made to the Trust by any of its officers or employees or by the Investment Advisor, Administrator, Custodian, accountants, appraisers, or other experts or consultants selected with reasonable care by the Board or officers of the Trust.

ARTICLE V

ADMINISTRATOR AND TRUST COUNSEL

5.1 Appointment; General Provisions

(a) The Board is responsible for the general investment policy and program of the Trust and for the general supervision and administration of the business and affairs of the Trust conducted by the officers, agents, employees, investment advisors, administrators, distributors, or independent contractors of the Trust consistent with the investment policy established in this Interlocal Agreement. However, the Board is not required to personally conduct all of the routine business of the Trust and, consistent with their responsibility as stated herein, the Board may, on behalf of the Trust, appoint, employ, or contract with an Administrator and a Trust Counsel and may grant or delegate such authority to the Administrator, Trust Counsel, or to any other person as the Board may, in its discretion, deem to be necessary or desirable for the efficient management of the Trust.

(b) The Board may appoint one or more persons to serve as the Administrator for FLCLASS. It is specifically intended that any and all provisions related to the Administrator set forth herein be memorialized in a contract between the Board and the Administrator (the Administrator Agreement) and that this Interlocal Agreement not be construed to create any third-party beneficiary rights in any party fulfilling the role of Administrator. In the event of conflict between the provisions of this Interlocal Agreement and the provisions of the

Administrator Agreement, this Interlocal Agreement shall control.

(c) In the event that, at any time, the position of Administrator shall become vacant for any reason, the Board may appoint, employ, or contract with a successor.

(d) The Administrator shall at no time have custody of or physical control over any of the Investment Property.

(e) The Administrator may also serve as investment advisor to FLCLASS.

5.2 Duties of the Administrator

(a) The duties of the Administrator shall be those set forth in this Article V and the Administrator Agreement. This Article V outlines some but not all of such duties. Such duties may be modified by the Board from time-to-time. The role of the Administrator is intended to effect purchases, sales, or exchanges of Investment Property on behalf of the Board. The Administrator Agreement may authorize the Administrator to employ other persons to assist in the performance of the duties set forth therein.

(b) The Administrator shall at no time have custody of or physical control over any of the Investment Property. If a Participant in error delivers Investment Funds for investment to the Administrator instead of to the Custodian, the Administrator shall immediately transfer such Investment Funds to the Custodian. The Administrator shall not be liable for any act or omission of the Custodian but shall be liable for the Administrator's acts and omissions as provided herein.

(c) The Administrator understands that the monies delivered to the Custodian may only be invested pursuant to the investment parameters contained in the Investment Policy.

5.3 Duties of the Trust Counsel

The duties of the Trust Counsel shall be:

(a) To construe the terms and provisions of this Interlocal Agreement and advise the Board with respect to its powers and duties thereunder;

(b) Review and approve the ordinances and joinder agreements of units of local government desiring to become Participants;

(c) Attend all meetings of the Board and provide legal advice and consultation as requested; and

(d) Bring, prosecute, appear in, or defend all on behalf of the Trust and in the name of the Trust any suit or administrative proceeding, for the enforcement of or arising out of or with respect to this Interlocal Agreement.

5.4 Investment Activities and Powers

The Administrator shall perform the following services:

(a) advise the Board on any material changes in investment strategies based upon current market conditions;

(b) enter into securities transactions with respect to the Investment Property (to the extent permitted by the investment criteria established by the Board as set forth in the Investment Policy and all applicable law) by entering into agreements and executing other documents relating to such transactions containing provisions common for such agreements and documents in the securities industry;

(c) from time-to-time, review the Permitted Investments and the investment criteria set forth in the Investment Policy and, if circumstances and applicable law permit, recommend changes in such Permitted Investments and such investment criteria;

(d) provide such advice and information to the Board on matters related to investments as the Board may reasonably request including, without limitation, research and statistical data concerning the Investment Property, whether and in what manner all rights conferred by the Investment Property may be exercised, and other matters within the scope of the investment criteria set forth in the Investment Policy;

(e) prepare such information and material as may be required in the implementation of the Valuation Procedures or the computation of the Balances and the preparation of any and all records and reports required by this Interlocal Agreement or applicable laws;

(f) issue instructions to the Custodian as provided in this Interlocal Agreement; and

(g) employ, consult with, obtain advice from, and exercise any of the Administrator's rights or powers under this Interlocal Agreement through the use of suitable agents including auditors, legal counsel (who may be counsel to the Administrator and/or the Board), investment advisers, brokers, dealers, and/or other advisers. Notwithstanding Section 11.8 hereof, the Administrator may transmit information concerning the Investment Property and the Participants to such agents.

5.5 Monthly Statements

(a) Within 15 days subsequent to the end of each month, the Administrator shall prepare and submit to each Participant who was a Participant during such month a statement disclosing any activity and a closing balance in each of its accounts for such month.

(b) The Administrator, upon the request of a Participant, shall furnish to the Participant a statement of such Participant's balance as of the date of such request, subject only to account activity on such date.

5.6 Reports

The Administrator shall prepare or cause to be prepared at least annually (i) a report of operations containing a statement of the Investment Property and the Investment Property

Liabilities and statements of operations and of net changes in net assets prepared in conformity with generally accepted accounting principles consistently applied and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Participants' Accounts, maintained by the Administrator with respect to the Investment Property, performed in accordance with generally accepted auditing standards. A copy of such signed report of operations and an accountant's opinion shall be filed with the Participants within ninety (90) days after the close of the period covered thereby.

5.7 Daily Calculation of Program Value and Rate of Return

(a) The Administrator shall calculate the Investment Property Value for each Account once on each business day at the time and in the manner provided in the Valuation Procedures contained in Exhibit C, hereto.

(b) Upon performing the valuation specified in Section 5.7(a) hereof, the Administrator shall calculate (rounding off to the nearest whole cent) the balance of each Participant and each balance of each of the Participants shall be adjusted proportionately so that the total balances of all the Participants equals the aggregate Investment Property Value for the Accounts.

(c) For purposes of calculating the Investment Property Value, the amount of any uncertain or contingent Investment Property Liability shall be deemed to be equal to the amount of the reserve, if any, against such Investment Property Liability that has been determined from time-to-time by the Administrator.

(d) For purposes of calculating the Investment Property Value, if the value of any part of the Investment Property is uncertain or contingent, the value of such part of the Investment Property shall be deemed to be equal to the amount determined from time-to-time by the Administrator.

(e) The Administrator shall calculate daily the rate of return earned on the Investment Property held in each Account.

5.8 Administration of FLCLASS

The Administrator shall perform the following administrative functions on behalf of the Board in connection with the implementation of this Interlocal Agreement:

(a) collect and maintain for such period as may be required under any applicable Federal or Florida law written records of all transactions affecting the Investment Property or the balances, including but not limited to (i) investments by and payments to or on behalf of each Participant; (ii) acquisitions and dispositions of Investment Property; (iii) pledges and

releases of collateral securing the Investment Property; (iv) determinations of the Investment Property Value; (v) adjustments to the Participants' balances; and (vi) the current balance and the balances at the end of each month for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate. The Administrator shall maintain the records relating to each Participant in a manner that subdivides the Participant's balance into subaccounts or other special accounts to accommodate such Participant's desire to segregate any portion or portions of its Investment Funds;

(b) assist in the organization of Meetings of the Board including preparation and distribution of the notices and agendas therefore;

(c) respond to all inquiries and other communications of Participants, if any, that are directed to the Administrator or, if any such inquiry or communication is more properly addressed by an officer of the Custodian, referring such inquiry or communication to such officer and coordinating such officer's response thereto;

(d) pay all Investment Property Liabilities in accordance with this Interlocal Agreement from any income, profits, and gains from the Investment Property (but not from the principal amount thereof); and

(e) engage in marketing activities to encourage eligible Florida public sector entities to become Participants.

5.9 Funds

The Investment Advisor shall cause the Custodian to establish a primary fund (the Prime Fund) for the investment of surplus funds of the Participants. The Prime Fund shall be invested in permitted investments pursuant to the criteria and policies contained in the Investment Policy. Notwithstanding anything in this Interlocal Agreement to the contrary, the Investment Advisor may, upon the direction of the Board, cause the Custodian to establish specially designated funds, in addition to the Prime Fund, with specified investment characteristics so long as the fund adheres to the permitted investments. Such characteristics may include, without limitation, certain restrictions on amounts to be invested, holding periods prior to payments, or certain other conditions to be met for payments, such as possible payment penalties, special investment criteria, investment management tailored to a particular Participant, or additional fees for administering such specially designated Funds. The Investment Advisor may cause the Custodian to establish such Funds once the Board or its designee has approved in writing the investment characteristics of such Funds. If established, any such Fund shall consist only of permitted investments, and the investment characteristics of each such Fund shall be set forth in a separate investment policy. The establishment of such Funds shall not be deemed an amendment of this Interlocal Agreement. A Participant may direct the Investment Advisor to invest its surplus funds in any of the established Funds. The Investment Advisor shall cause each such Fund to maintain accounts

and reports separate from any other Fund. The Investment Advisor shall cause to be maintained a separate rating on each such Fund. All provisions of this Interlocal Agreement shall apply to any such Funds.

ARTICLE VI

THE CUSTODIAN

6.1 Qualifications

(a) The Board, on behalf of the Trust, shall appoint and employ a bank or trust company organized under the laws of the United States of America to serve as Custodian for FLCLASS. Such custodian shall be a qualified depository as defined by Chapter 280, Florida Statutes and shall invest all Investment Property in accordance therewith and in accordance with the objectives of the Trust. The Custodian shall have authority to act as the Trust's agent, subject to such restrictions, limitations, and other requirements, if any, as may be established by the Board. It is specifically intended that any and all provisions related to the Custodian set forth herein be memorialized in a contract to be entered into between the Trust and the Custodian (the Custody Agreement) and that this Interlocal Agreement not be construed to create any third-party beneficiary rights in any party fulfilling the role of the Custodian. In the event of a conflict between the provisions of this Interlocal Agreement and the provisions of the Custody Agreement, this Interlocal Agreement shall prevail.

6.2 Successors

In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Board shall appoint a successor thereto.

6.3. Prohibited Transactions

With respect to transactions involving Investment Property, the Custodian shall act strictly as agent for the Trust. The Board shall not purchase Permitted Investments from the Custodian or sell Permitted Investments to the Custodian.

6.4. Appointment; Sub-Custodians

(a) The Custodian may employ other banks and trust companies as sub-custodians, including, without limitation, affiliates of the Custodian. The appointment of a sub-custodian under this Section shall not relieve the Custodian of any of its obligations set forth in this Interlocal Agreement. The Custodian shall use its best efforts to ensure that the collective interests of the Participants in the Investment Property is clearly indicated on the records of any sub-custodian and the Custodian shall use its best efforts to ensure that the collective

interests of the Participants in the Investment Property is not diminished or adversely affected because of the Custodian's use of a sub-custodian.

(b) No Investment Funds or Investment Property received or held by the Custodian pursuant to this Interlocal Agreement shall be accounted for in any manner that might cause such Investment Funds or Investment Property to become assets or liabilities of the Custodian.

6.5 Powers

The Custodian shall perform the following services:

(a) open and maintain such custody accounts as the Board directs through the Administrator and accept for safekeeping and for credit to the Account, in accordance with the terms hereof, all securities representing the investment of Investment Funds pursuant to Section 2.2 hereof, and the income or earnings derived therefrom.

(b) hold the Investment Property:

(i) in its vaults physically segregated and held separate and apart from other property of the Custodian;

(ii) in its account at Depository Trust Company or other depository or clearing corporation; or

(iii) in a book entry account with the Federal Reserve Bank in which case a separate accounting of the Investment Property shall be maintained by the Custodian at all times.

The Investment Property held by any such depository or clearing corporation or Federal Reserve Bank may be held in the name of their respective nominees provided, however, that the custodial relationship and the interests of the Participants regarding such Investment Property shall be noted on the records of the Administrator and the custodial relationship on behalf of the Participants shall be noted on the records of the Custodian and, to the extent possible, the Custodian shall cause the custodial relationship on behalf of the Participants to be noted on the records of such depository, clearing house, or Federal Reserve Bank.

(c) notify the Administrator, in writing or verbally with written, email, or facsimile confirmation, of any elective action involving the Investment Property.

(d) upon instruction of the Administrator, the Custodian shall

(i) receive and distribute Investment Funds and all other Investment Property in accordance with the requests of Participants pursuant to Article II and Exhibit A and Exhibit B hereof;

(ii) exchange securities in temporary or bearer form for securities in definitive or registered form; and surrender securities at maturity or earlier when advised of a call for redemption;

(iii) make, execute, acknowledge, and deliver as Custodian any and all documents or instruments (including but not limited to all declarations, affidavits, and certificates of ownership) that may be necessary or appropriate to carry out the powers granted herein;

(iv) make any payments incidental to or in connection with this Section 6.5;

(v) sell, exchange, or otherwise dispose of any and all Investment Property free and clear of any and all interests of the Participants, at public or private sale, with or without advertisement; and execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection therewith;

(vi) with respect to enforcing rights in connection with the Investment Property, use its best efforts to: (a) collect, receive, and receipt for all sums of money or other personal property due; (b) consent to extensions of the time for payment or to the renewal of any securities, investments, or obligations; (c) exercise any power of sale and convey good title thereunder free of any and all interests of any and all Participants and in connection with any such foreclosure or sale, purchase, or otherwise acquire title to any personal property; (d) to the extent necessary, be a party to the reorganization of any person and transfer to and deposit with any corporation, committee, voting trustee, or other Person any securities, investments, or obligations of any person that form a part of the Investment Property for the purpose of such reorganization or otherwise; (e) participate in any arrangement for enforcing or protecting the interests of the holders of such securities, investments, or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (f) extend the time (with or without security) for the payment or delivery of any debts or personal property and to execute and enter into releases, agreements, and other instruments; and (g) pay or satisfy any debt or claims; and

(vii) exercise all other rights and powers and to take any action in carrying out the purposes of this Interlocal Agreement.

6.6 Custodial Relationship; Custodian Records

(a) The Custodian shall hold the Investment Property in its capacity as Custodian for the collective benefit of each of the Participants. The Investment Property shall be custodial property of the Custodian and shall not be, or be deemed to be, an asset of the Custodian. Each Participant has an undivided beneficial interest in the Investment Property to the extent of such Participant's balance.

(b) The Custodian shall acknowledge in the Custody Agreement that records concerning the Investment Property shall be maintained by the Administrator and that such records shall conclusively determine the interests of each Participant in the Investment Property. Within 15 days subsequent to the end of each month, the Custodian shall send statements providing the closing balance in the Account at the end of such month and the transactions performed in the Account during such month to the Administrator and the Board.

ARTICLE VII

FLCLASS COSTS AND EXPENSES

7.1 Expenses

In consideration of the performance of its obligations hereunder, the Administrator shall receive a fee as set forth in the Administrator Agreement described in Section 5.2 hereof, which fee shall be paid from the earnings on the Accounts. The Administrator's fee shall be an Investment Property Liability. From its fee, the Administrator shall pay the following costs and expenses: the Custodian's fee set forth in the Custody Agreement, the costs of third parties retained by the Administrator to render investment advice pursuant to the Administrator Agreement, all custodial and securities clearance transaction charges, the cost of valuing the Investment Property, the cost of obtaining a rating, if any, the cost of other expenses agreed to by the Administrator and the Board, all Investment Property record-keeping expenses, the cost of preparing monthly and annual reports, the expense of outside auditors required pursuant to the Administrator Agreement (but only if the Administrator selects such auditors), the fees of the Administrator's and/or Board's legal counsel, the cost of meetings of the Board, and the costs of Participant surveys and mailings. At least quarterly, the Administrator shall provide a detailed accounting of such expenses to the Board.

7.2 Payment of Expenses

The Board shall have full and complete power:

(a) to incur and pay any charges or expenses that, in the opinion of the Board, are necessary or incidental to or proper for carrying out any of the purposes of this Indenture;

(b) to reimburse others for the payment therefore including but not limited to the Administrator; and 26(c) to pay appropriate compensation or fees from the funds managed under this Interlocal Agreement to persons with whom the Board has contracted or transacted business.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties of Each Participant

Each Participant hereby represents and warrants that:

(a) the Participant has taken all necessary actions and has received all necessary approvals and consents and adopted all necessary ordinances and resolutions in order to execute and deliver this Interlocal Agreement and to perform its obligations hereunder including, without limitation, the appointment of its Authorized Representative; and

(b) the execution, delivery, and performance of this Interlocal Agreement by the Participant are within the power and authority of the Participant and do not violate the laws, rules, or regulations of the state of Florida applicable to the Participant or the Participant's charter or its organizational statute, instrument, or documents or any other applicable Federal, state, or local law; and

(c) the certificates delivered heretofore or hereafter by the Participant pursuant to this Interlocal Agreement, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading.

ARTICLE IX

COVENANTS

9.1 Source of Investments

Each Participant hereby covenants that it will invest pursuant to Section 2.2 only Investment Funds that are permitted to be invested by it pursuant to the laws of the state of Florida and any charter, instrument, organizational document, and any Federal, state, or local rule, ordinance, resolution or regulation applicable to such Participant and that it will perform all actions required by the laws of the state of Florida and any charter, instrument, or organizational document and any Federal, state, or local rule, ordinance, resolution, or regulation applicable to such Participant to be done prior to such investment.

9.2 Truth of Representations and Warranties

Each party to this Interlocal Agreement hereby covenants that it shall use reasonable efforts to withdraw from this Interlocal Agreement prior to the time any of the representations and warranties made by it in Article VIII hereof ceases to be true.

ARTICLE X

AMENDMENT AND TERMINATION

10.1 Amendment

(a) Unless explicitly set forth otherwise herein, this Interlocal Agreement may be amended only by a majority of the Board. Any amendment that impacts the duties, obligations, or rights of either the Administrator or the Custodian shall be reduced to writing and agreed to by the affected party.

(b) Any amendment executed pursuant to Section 10.1(a) hereof will be effective upon the earlier of (i) thirty (30) days after notice is mailed or otherwise delivered, including but not limited to delivery by electronic means, to all existing Participants setting forth such amendment and permitting each Participant to terminate its participation and request payment of its balance.

(c) Notwithstanding the foregoing, the Investment Policy may be amended by a writing consented to by the Board. Any such amendment of the Investment Policy shall become effective thirty (30) days after notice thereof is sent to the Participants, Administrator, and Custodian setting forth such amendment.

(d) Notwithstanding the foregoing, Exhibits A, B, and C may be amended by the Board on behalf of the Participants. Any such amendment shall become effective thirty (30) days after notice thereof is mailed to the Participants, Administrator, and Custodian setting forth such amendment.

10.2 Termination

(a) This Interlocal Agreement shall continue in full force and effect unless terminated as set forth in this Section 10.2. This Interlocal Agreement may be terminated at any time pursuant to a duly adopted amendment hereto approved by the unanimous vote of the Board. This Interlocal Agreement shall terminate automatically if either the Program Administration Agreement or the Custody Agreement is not amended to name a new Administrator or Custodian on or before the day that is immediately prior to the date on which the resignation, withdrawal, or removal of the Administrator or Custodian would otherwise become effective.

(b) Upon the termination of this Interlocal Agreement pursuant to this Section 10.2:

(i) the Custodian, the Board, and the Administrator shall carry on no business in connection with FLCLASS except for the purpose of satisfying the Investment Property Liabilities and winding up their affairs in connection with the Investment Property;

(ii) the Custodian, the Board, and the Administrator shall proceed to wind up their affairs in connection with FLCLASS, and all of the powers of the Board, Administrator, and Custodian under this Interlocal Agreement, the Program Administration Agreement, and the Custody Agreement, respectively, shall continue until the affairs of the Board, Administrator, and Custodian in connection with FLCLASS shall have been wound up, including but not limited to the power to collect amounts owed, sell, convey, assign, exchange, transfer, or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration that may consist in whole or in part of cash, securities, or other property of any kind, discharge or pay Investment Property Liabilities, and do all other acts appropriate to liquidate their affairs in connection with FLCLASS; and

(iii) after paying or adequately providing for the payment of all Investment Property Liabilities and upon receipt of such releases, indemnities, and refunding agreements as each of the Board, Administrator, and Custodian deem necessary for their protection, the Board shall take all necessary actions to cause the distribution of the remaining Investment Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate Balances.

(c) Upon termination of this Interlocal Agreement and distribution to the Participants as herein provided, the Board shall direct the Administrator to execute and lodge among the records maintained in connection with this Interlocal Agreement an instrument in writing setting forth the fact of such termination, and the Board and Participants shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged.

ARTICLE XI

MISCELLANEOUS

11.1 Governing Law

This Interlocal Agreement is executed by the initial Participants and delivered in the state of Florida and with reference to the laws thereof, and the rights of all parties and the validity, construction, and effect of every provision hereof shall be subject to and construed according to the laws of the state of Florida.

11.2 Severability

The provisions of this Interlocal Agreement are severable, and if any one or more of such provisions (the Conflicting Provisions) are in conflict with any applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Interlocal Agreement, and this Interlocal Agreement may be amended pursuant to Section 10.1 hereof to remove the Conflicting Provisions provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Interlocal Agreement or render invalid or improper any action taken or omitted prior to the discovery or removal of the Conflicting Provisions.

11.3 Counterparts

This Interlocal Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument that shall be sufficiently evidenced by any such original counterpart.

11.4 No Assignment

No party hereto may sell, assign, pledge, or otherwise transfer any of its rights or benefits under this Interlocal Agreement to any other person, and any purported sale, assignment, pledge, or other transfer shall be null and void. The Board agrees not to unreasonably withhold consent to an assignment of this Interlocal Agreement or the Administrator Agreement.

11.5 Gender; Section Headings and Table of Contents

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

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

11.6 No Partnership

Other than the creation by the Participants of an interlocal cooperation agreement pursuant to Florida Statutes §163.01, this Interlocal Agreement does not create or constitute an association of two or more persons to carry on as co-owners a business for profit, and none of the parties intends this Interlocal Agreement to constitute a partnership or any other joint venture or association.

11.7 Notice

Unless oral notice is otherwise allowed in this Interlocal Agreement, all notices required to be sent under this Interlocal Agreement:

(a) shall be in writing;

(b) shall be deemed to be sufficient if given by (i) depositing the same in the United States mail properly addressed, postage prepaid, or (ii) electronically transmitting such notice by any means such as by facsimile transmission, email, or other electronic means whenever such notice is in a format that may be stored by the receiving party or parties, or (iii) by depositing the 30same with a courier delivery service, addressed to the person entitled thereto at his address or phone number as it appears on the records maintained by the Administrator;

(c) shall be deemed to have been given on the day of such transmission if delivered pursuant to subsection (b)(ii) or on the third day after deposit if delivered pursuant to subsection (b)(i) or (b)(iii); and

(d) any of the methods specified in Section 11.7(b) shall be sufficient to deliver any notice required hereunder notwithstanding that one or more of such methods may not be specifically listed in the Sections hereunder requiring such notice.

11.8 Confidentiality

(a) All information and recommendations furnished by the Administrator to any Participants or the Board that is marked confidential and all information and directions furnished by the Administrator to the Custodian shall be regarded as confidential by each such person to the extent permitted by law. Nothing in this Section shall prevent any party from divulging information as required by law or from divulging information to civil, criminal, bank, or securities regulatory authorities where such party may be exposed to civil or criminal proceedings or penalties for failure to comply, or from divulging information in accordance with Florida's Government in the Sunshine Law, Florida Statutes, Chapter 286, or Florida's Public Records Act, Florida Statutes, Chapter 119 or to prevent the Administrator from distributing copies of this Interlocal Agreement, the names of the Participants, or the Investment Property Value to third parties.

11.9 Entire Agreement

This Interlocal Agreement shall constitute the entire agreement of the parties with respect to the subject matter and shall supersede all prior oral or written agreements in regard thereto.

11.10 Disputes

In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation provided in writing at least 10 days before commencing legal action.

11.11 Writings

Whenever this Interlocal Agreement requires a notice, instruction, or confirmation to be in writing or a written report to be made or a written record to be maintained, it shall be sufficient if such writing is produced or maintained by electronic means or maintained by any other photostatic, photographic, or micrographic data storage method such as digital discs as well as on paper, so long as such method complies with Chapter 119, Florida Statutes.

11.12 Effective Date

This Interlocal Agreement shall become effective on the effective date.

SIGNATURE PAGE FOR INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

PINELLAS COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER, as Participant

By:_____
Ken Burke
Pinellas County Clerk of the Circuit Court and Comptroller

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of [√] physical presence or [ ] online notarization this 21st day of April, 2021, by Ken Burke, Pinellas County Clerk of the Circuit Court and Comptroller. He is personally known to me or produced _____ as identification.

_____
Notary Public

My Commission Expires: 12/13/2021

Notary Public State of Florida
Gretta Elizabeth Determann
My Commission GG 167861
Expires 12/13/2021

SIGNATURE PAGE FOR INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

ORANGE COUNTY TAX COLLECTOR, as Participant

By: _____
Scott Randolph
Orange County Tax Collector

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 30th day of March, 2021, by Scott Randolph, Orange County Tax Collector. He is personally known to me or produced _____ as identification.

_____
Notary Public

My Commission Expires: 7-10-2021

ARACELIS MORALES
Notary Public, State of Florida
My Commission expires July 10, 2021
Comm. No. GG120143

EXHIBIT A

Investment Procedures

1. The Participant shall provide a recorded call or send a written notice to the Administrator indicating the amount to be invested (there is no minimum investment). The Participant shall instruct its bank depository to wire or electronically transfer Investment Funds to the applicable Account at the Custodian for the purchase of investments to be held by the Custodian in such Account.

2. Receipt of the notice described in (1) by the Administrator as set forth in the Information Statement.

3. If Investment Funds for which notification of investment has been given are not received by the end of the business day on which such notification is given, the Administrator shall deduct the value of such Investment Funds from the Participant's balance if previously credited.

4. The Participant is prohibited from requesting payments from amounts credited to its balance pursuant to (2) or (3) above until such Investment Funds are received by the Custodian for the purchase of securities to be held by the Custodian.

5. These Investment Procedures may be amended from time-to-time pursuant to Section 10.1(d) of this Interlocal Agreement provided, however, the Administrator will only change the times set forth above after consulting with the Custodian.

EXHIBIT B

Payment Procedures

1. The Participant shall provide a recorded call or send a written notice to the Administrator indicating the amount requested to be paid and shall specify from which Account the payment is to be made.

2. The Participant shall notify the Administrator in writing of the payee of the amount requested, which may be the Participant, and include any wire, electronic transfer, or other payment instructions. Such payee must be listed on the list of approved payees that has been provided by the Participant to the Administrator in advance of the payment.

3. Requests for payments must be received by the Administrator as set forth in the Information Statement.

4. The Participant may only request payments of that portion of its balance that represents Investment Funds and its proportional share of the income from the Investment Property that, in all cases, has actually been received by the Custodian.

5. These Payment Procedures may be amended from time-to-time pursuant to Section 10.1(d) of this Interlocal Agreement provided, however, that the Administrator will only change the times set forth above after consulting with the Custodian.

EXHIBIT C

Valuation Procedures

1. Portfolio Valuation

At least daily, the Investment Property Value shall be determined on a mark to market basis as follows:

The Administrator shall determine the market value of the specific investment holdings for the FLCLASS portfolio. The market values shall be obtained from one or more sources that the Administrator believes to be reliable for providing such information. A credible pricing source will be used by the Administrator to price the underlying securities on a daily basis.

Alternatively, the Investment Property Value may be determined using the amortized cost valuation method. The amortized cost valuation method involves initially valuing a security at its cost and thereafter accreting to maturity any discount or amortizing to maturity any premium, regardless of the impact of fluctuating interest rates on the market value of the instrument.

2. Amendment

These Valuation Procedures may be amended from time to time pursuant to Section 10.1(d) of this Interlocal Agreement.

EXHIBIT D

Model Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE [GOVERNING BODY] OF THE [UNIT OF LOCAL GOVERNMENT] APPROVING THE ENTRANCE INTO AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the [Unit of Local Government] is permitted and has the power pursuant to the provisions of the Florida Statutes including but not limited to Section 218.415 of the Florida Statutes and its own local laws to invest certain of its funds in statutorily permitted investments including but not limited to any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes, as amended (the Florida Interlocal Cooperation Act); and

WHEREAS, Sec. 163.01, Fla. Stat., authorizes a political subdivision, agency, or officer of the State of Florida, including but not limited to state government, county, city, school district, single and multipurpose special district, single and multi-purpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under subsection (7) of Section 163.01, Fla. Stat., or an independently elected county officer (each of the foregoing a Local Government Entity or Entity), to exercise jointly with any other Entity any power, privilege, or authority which such Entities share in common and which each might exercise separately; and

WHEREAS, the Florida Interlocal Cooperation Act authorizes the [Unit of Local Government], together with other local governmental entities, to exercise jointly any power, privilege, or authority that the local governmental entities share in common and that each might exercise separately pursuant to a written interlocal agreement; and

WHEREAS, Palm Beach County Clerk and Comptroller, the Pinellas County Clerk of the Court and Comptroller, and the Orange County Tax Collector, as initial Participants (as such term is defined in the Interlocal Agreement described below), entered into that certain Interlocal Agreement, a copy of which is attached hereto as Exhibit A (the Interlocal Agreement), the purpose of which is to provide the [Unit of Local Government] and each Participant who has executed or otherwise joined the Interlocal Agreement, a substantial benefit by establishing the intergovernmental investment pool to be known as the Florida Cooperative Liquid Assets Securities System (FLCLASS), an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, in order to exercise such

investment power jointly and invest such funds in concert with the other Participants pursuant to the Interlocal Agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

WHEREAS, the [Unit of Local Government] desires to join the Interlocal Agreement as a Participant, in order to exercise investment power jointly and invest funds in concert with the other Participants pursuant to the Interlocal Agreement in order to take advantage of economies of scale and perform governmental functions more efficiently; and

WHEREAS, the policy of the Interlocal Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity;

NOW, THEREFORE, BE IT RESOLVED by the [Governing Body] of the [Unit of Local Government] as follows:

SECTION 1. The Interlocal Agreement executed or otherwise joined by the Participants thereto, a copy of which is attached to this Resolution as Exhibit A and incorporated herein by reference.

SECTION 2. Pursuant to Section 2.4 of the Interlocal Agreement, the [Unit of Local Government] hereby joins the Interlocal Agreement as a Participant and agrees to be bound by all of the terms and provisions thereof. The [Unit of Local Government] further agrees to file an executed copy of this Resolution with the Clerk of Court of _____ County, Florida.

SECTION 3. This Resolution shall take effect immediately upon its filing with the Clerk of Court of _____ County, Florida.

PASSED AND ADOPTED IN PUBLIC SESSION of the _____ of the _____ this ____ day of _____, 20__.

By: _____

Name: _____

Its: _____

Attest: _____

_____, [Assistant] Secretary

Instrument of Adoption

of that certain
Interlocal Agreement for the
Florida Cooperative Liquid Assets Securities System (FLCLASS)

This Instrument of Adoption (this Instrument) is executed as of the ____ day of _____, 20_____, by and on behalf of _____. Reference is made to that certain Amended and Restated Interlocal Agreement for the Florida Cooperative Liquid Assets Securities System, dated as of March 4, 2021, made by and among certain Initial Participants (as defined therein) and such additional Participants who may have heretofore and may hereafter join therein and as may have been and may be modified or amended as provided therein (the Interlocal Agreement). Capitalized terms not defined in this Instrument shall have the meanings given in the Interlocal Agreement.

By executing this Instrument, the undersigned represents and warrants that (a) the undersigned is a unit of local government as defined in the Interlocal Agreement; (b) the person executing this Instrument on behalf of the undersigned is an officer of the unit of local government authorized to execute this Instrument; (c) the undersigned has taken all required action to qualify as a Participant under the Interlocal Agreement; and (d) the undersigned is authorized to invest in FLCLASS pursuant to Section 163.01(17)(a), Florida Statutes with or without an adopted a written investment policy.

By executing this Instrument, the undersigned agrees that it will be bound by all terms and conditions of the Interlocal Agreement, as amended from time-to-time.

INSTRUMENT OF ADOPTION

of that certain

Interlocal Agreement for the

Florida Cooperative Liquid Assets Securities System (FLCLASS)

IN WITNESS WHEREOF, the undersigned has executed this Instrument as of the day first above written.

[NAME OF ENTITY]

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____day of _____, 20___, by _____ _____, _____, [He/She] is personally known to me/or produced

_____ as identification.

Public Notary: _____

My Commission Expires: _____

Contact Information

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Orlando, FL 32801
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www.flclass.com

City Commission

agenda item

item type
Consent Agenda

meeting date
December 13, 2023

prepared by
Peter Moore, Director of Office of Management and Budget

approved by
Randy Knight, City Manager

subject
Seven Oaks Park GMP Approval and Funding Amendment

motion | recommendation
Approve the guaranteed maximum price (GMP) with Collage to construct Seven Oaks Park, and the associated funding amendment.

background
The City's newest parkland addition, Seven Oaks Park, has gone through the design and solicitation process and the awarded vendor, Collage, has provided the GMP for the project at $4,999,924. This is a guaranteed maximum that the city would pay to complete the construction of the project, assuming no change in scope of the project once it is commenced.

When the city first estimated funding for the project a couple of years ago, $3.4 million was provided from ARPA and $1 million from the Parks Acquisition fund for a total of $4.4 million. From the date of that allocation, $168k has been spent toward the project, leaving about $4.2 million in available funds. With the GMP at just under $5 million that leaves a deficit of about $800k. This is not a surprising gap as early figures were estimates and cost inflation in the last two years has been significant for materials and labor. In order to close the gap on funding, staff is recommending the following:

Reallocation of ARPA Funds: The City Commission has allocated $220k towards expanding WiFi. Recently, Denning Dr was just put under WiFi coverage through a CDBG grant with Orange County and further expansion could be postponed as cellular technologies are expanded throughout the city. The city also allocated funding towards planning studies and has about $440k remaining. Staff is recommending that $330k be reallocated towards the park construction. These adjustments combined, would provide $550k in ARPA funds to help close the gap.

Allocation of General Fund Contingency: The City has almost $700k in contingency funds in its FY24 budget. Staff is recommending that $250k be provided towards the project from contingency, which, combined with the ARPA funds, will close the $800k deficit.

With the approval of the GMP and funding allocation, construction of the park is expected to commence on December 18th and be completed Fall 2024. This project marks the culmination of multiple community planning efforts and will provide a community amenity along Orange Ave as a gateway feature into the downtown.

Attached is the GMP proposal from the contractor.

strategic objectives

Fiscal Stewardship
Quality of Life
Investment in Public Assets & Infrastructure

alternatives | other considerations

Consider other funding sources or remove project components from the plan.

fiscal impact

This project will be funded with $3.95 million in ARPA dollars provided by pandemic recovery funds from the Federal government, $1 million from the Parks acquisition fund, and $250k from the General Fund contingency budget.

attachments

1. Seven Oaks Park GMP V2 VE Deliverable

COLLAGE
CONSTRUCTION ▪ INTEGRATED SERVICES

Project GMP

SUMMARY OF COSTS

Project:	Seven Oaks Park	**Project Area:**	5	Acres	**Project Notes:**
Location:	Winter Park, FL	**Dated:**	11/7/2023		
Architect:	ACI	**Version:**	2.0		
Estimator:	L. WALSH	**Plan / Basis:**	Permit Set		

DIV.	SCOPE OF WORK	QTY	UNIT	UNIT COST	TOTAL	NOTES
	COST OF WORK					
	Seven Oaks Park Restroom Building/Pergola	1	LS	$ -	$ -	
DIV 02	Demolition	1	LS	$ 12,500	$ 12,500	*Pece of Mind*
DIV 03	Concrete/CMU (Restroom Building/Pergolas)	1	LS	$ 129,129	$ 129,129	*Flores Concrete*
DIV 04	Brick/Pre-Cast	1	LS	$ 407,340	$ 407,340	*Flores / Castle Group*
DIV 05	Structural Steel	1	LS	$ 278,540	$ 278,540	*Whitley Steel*
DIV 06	Carpentry & Millwork	-	LS	$ -	$ -	*NA - Wall Hung Fixtures*
DIV 07	Thermal & Moisture Protection	1	LS	$ 70,400	$ 70,400	*Advanced Roofing / Midstate Caulking*
DIV 08	Doors, Windows, Glazing	1	LS	$ 6,355	$ 6,355	*Allied Doors*
DIV 09	Finishes	1	LS	$ 29,950	$ 29,950	*Patriot Team / Coastal Painting*
DIV 10	Specialties	1	LS	$ 27,761	$ 27,761	*C&S Supply*
DIV 12	Site Furnishings	1	LS	$ 172,430	$ 172,430	*Al B & Sons*
DIV 22	Plumbing	1	LS	$ 67,500	$ 67,500	*ARR Plumbing*
DIV 23	HVAC	-	LS	$ -	$ -	*NA*
DIV 26	Electrical	1	LS	$ 580,869	$ 580,869	*New Horizon Construction Services*
DIV 32	Site Work - Grading, Utilities, Paving	1	LS	$ 1,456,478	$ 1,456,478	*Tanderen*
DIV 32	Site Concrete (Hardscape)	1	LS	$ 453,200	$ 453,200	*Flores Concrete*
DIV 32	Brick Pavers	1	LS	$ 58,750	$ 58,750	*The Paver Way*
DIV 32	Landscape & Irrigation	1	LS	$ 407,443	$ 407,443	*Nature Coast*
DIV 90	Survey/GPR/Cleaning	1	LS	$ 55,340	$ 55,340	
	Value Engineering Cost Items	1	LS	$ (347,052)	$ (347,052)	*Discussed @ 10/26/2023 GMP Review Meeting*
	GC's, GR's & CONTINGENCY					
	General Conditions	12	MO	$ 36,471	$ 437,649	*Project staff & admin costs.*
	General Requirements	12	MO	$ 19,999	$ 239,987	*Jobsite requirements including dumpsters, safety, etc.*
	Contractor Contingency	2.3	%		$ 106,525	
	SUBTOTAL				$ 4,651,092	
	Overhead & Profit	7.5	%	--	$ 348,832	
				TOTAL	**$ 4,999,924**	

Project GMP

CONSTRUCTION COST BREAKDOWN

COLLAGE
CONSTRUCTION ▪ INTEGRATED SERVICES

Project:	Seven Oaks Park	**Project Area:**	5	Acres	**Project Notes:**
Location:	Winter Park, FL	**Dated:**	11/7/2023		
Architect:	ACI	**Version:**	2.0		
Estimator:	L. WALSH	**Plan / Basis:**	Permit Set		

DIV.	SCOPE OF WORK	QTY	UNIT	UNIT COST	TOTAL	NOTES / DIV TOTAL	
2	DEMOLITION					**$**	**12,500**
	Selective Demolition	1	LS	$ -	$ -	*NA - See Site for Clearing*	
	Remove Arsenic contaminated soil	1	LS	$ 12,500.00	$ 12,500	*Pece of Mind*	
3	CONCRETE					**$**	**129,129**
	Concrete Foundations & Slab on Grade	1	LS	$ 129,000.00	$ 129,000	*Flores Concrete - Building/Pergolas*	
	Restroom Concrete Beams	1	LS	$ -	$ -		
	Pergola 1,2,3 Foundations, Concrete Columns	1	LS	$ -	$ -		
	Site Concrete & Sidewalks	1	LS	$ -	$ -	*Flores - See Site Concrete*	
	Site Planter	1	LS	$ -	$ -		
	Seat Wall	1	LS	$ -	$ -		
	Brick Pavers	1	LS	$ -	$ -	*See Site Work*	
	Termite Treatment @ New Slab Areas	859	SF	$ 0.15	$ 129		
4	MASONRY/PRE-CAST					**$**	**407,340**
	Masonry Package	1	LS	$ 98,700.00	$ 98,700	*Flores - Masonry*	
	Restroom Building 8" CMU	1	LS	$ -	$ -	*With Above*	
	Pergola 1,2,3	1	LS	$ -	$ -	*With Above*	
	Precast Cap & Brick Veneer	1	LS	$ 308,639.99	$ 308,640	*Castle Group*	
5	METALS					**$**	**278,540**
	Structural Steel Package	1	LS	$ 212,000.00	$ 212,000	*Whitley Steel*	
	Erection	1	LS	$ -	$ -	*With Above*	
	Aluminum Metal Screen (1,2,3,4,5/A2.11)	1	LS	$ 55,540.00	$ 55,540	*With Above*	
	Wrought Iron Gates	1	LS	$ 11,000.00	$ 11,000	*With Above*	
6	CARPENTRY & MILLWORK					**$**	**-**
	Millwork & Casework Package	-	LS	$ -	$ -	*NA - Wall Hung Fixtures*	
7	THERMAL & MOISTURE PROTECTION					**$**	**70,400**
	Roofing System (TPO & Metal Roof)	1	LS	$ 60,295.00	$ 60,295	*Advanced Roofing*	
	Scuppers & Downspouts	-	LS	$ -	$ -	*NA*	
	Wood Blocking at parapet wall & roof edge	1	LS	$ -	$ -	*With Above*	
	Misc. Caulking/Joint Sealants/Waterproofing	1	LS	$ 10,105.00	$ 10,105	*Midstate Caulking*	
8	DOORS, WINDOWS & GLASS					**$**	**6,355**
	Doors, Frames & Hardware Package (Int & Ex)			$ -	$ -	*See Below*	
	Exterior HM Doors, Frames & Hardware	1	EA	$ 6,110.00	$ 6,110	*Allied Doors*	
	Installation of Doors, Frames & Hardware	1	EA	$ 245.00	$ 245		

Project GMP

CONSTRUCTION COST BREAKDOWN

COLLAGE
CONSTRUCTION ▪ INTEGRATED SERVICES

Project:	Seven Oaks Park	**Project Area:**	5	Acres	**Project Notes:**
Location:	Winter Park, FL	**Dated:**	11/7/2023		
Architect:	ACI	**Version:**	2.0		
Estimator:	L. WALSH	**Plan / Basis:**	Permit Set		

DIV.	SCOPE OF WORK	QTY	UNIT	UNIT COST	TOTAL	NOTES / DIV TOTAL
9	FINISHES					**$ 29,950**
	Drywall Partitions & Ceilings					
	Drywall Ceilings	1	LS	$ 3,000.00	$ 3,000	*A3.11/7 - Patriot Team*
	P.T Framing	1	LS	$ -	$ -	*With Above*
	Flooring Package (Tile, Carpet, LVT)	-	LS	$ -	$ -	*NA-Float Finish Concrete Floor*
	Painting & Coatings Package	1	LS	$ -	$ -	
	Painting Interior Walls, Soffits, Ceilings	1	LS	$ 26,950.00	$ 26,950	*Coastal Painting*
	Seal Concrete	1	LS	$ -	$ -	*With Above*
10	SPECIALTIES					**$ 27,761**
	Restroom Specialties Package	-				
	Toilet Partitions & Urinal Screens	1	LS	$ 20,817.00	$ 20,817	*C&S Supply*
	Toilet Accessories	1	LS	$ 6,944.00	$ 6,944	*C&S Supply*
	Signage - ADA Blade Sign	-	LS	$ -	$ -	*By Owner*
	Signage - Embossed on Cast Stone	-	LS	$ -	$ -	*Castle Group to Provide*
11	EQUIPMENT					**$ -**
	Water Heater	-	LS	$ -	$ -	*With Plumbing*
12	FURNISHINGS					**$ 172,430**
	Site Furniture	1	LS	$ 32,309.82	$ 32,310	
	Single Loop Bike Rack	13	EA	$ -	$ -	*With Above*
	Premier Serenity Flare Top Litter Receptacle	9	EA	$ -	$ -	*With Above*
	34 Gallon Trash Receptacle Lid w/ Rain Shield	9	EA	$ -	$ -	*With Above*
	6' Powder Coated Steel Bench	14	EA	$ -	$ -	*With Above*
	Tall Lollygagger Lounge Chair	20	EA	$ 760.75	$ 15,215	
	Haddonstone Fountain	1	LS	$ -	$ -	*See Below*
	Double Lotus Fountain	1	EA	$ 4,188.00	$ 4,188	
	Roman Medium Pool	1	EA	$ 8,947.00	$ 8,947	
	X230 Pump (6000 LPH)	1	EA	$ 434.00	$ 434	
	Pentair Fountain Fixture	3	EA	$ 286.50	$ 860	*Pool Supply Unlimited*
	Texacraft Shade Structures	4	EA	$ 20,254.15	$ 81,017	
	Install Site Furniture	1	LS	$ 16,340.00	$ 16,340	*Al B & Sons*
	Install TexaCraft Shade Structures	1	LS	$ 13,120.00	$ 13,120	*Al B & Sons*
13	SPECIAL CONSTRUCTION					**$ -**
22	PLUMBING					**$ 67,500**
	Plumbing Package	1	LS	$ 67,500.00	$ 67,500	*ARR Plumbing*
	Fountain					

Project GMP

CONSTRUCTION COST BREAKDOWN

COLLAGE
CONSTRUCTION ▪ INTEGRATED SERVICES

Project:	Seven Oaks Park	**Project Area:**	5	Acres	**Project Notes:**
Location:	Winter Park, FL	**Dated:**	11/7/2023		
Architect:	ACI	**Version:**	2.0		
Estimator:	L. WALSH	**Plan / Basis:**	Permit Set		

DIV.	SCOPE OF WORK	QTY	UNIT	UNIT COST	TOTAL	NOTES / DIV TOTAL
	Hot Water Heater	1	LS	$ -	$ -	*With Above*
23	HVAC					**$ -**
	HVAC Package	1	LS	$ -	$ -	*NA*
26	ELECTRICAL					**$ 580,869**
	Electrical	1	LS	$ 568,750.00	$ 568,750	*NHCS*
	Restroom Building Lighting	1	LS	$ -	$ -	*With Above*
	Site Lighting	1	LS	$ -	$ -	*With Above*
	Lighting Controls	1	LS	$ -	$ -	*With Above*
	Gear	1	LS	$ -	$ -	*With Above*
	Sub Bond	1	LS	$ 12,119.00	$ 12,119	
27	LOW VOLTAGE CABLING, AVL & SECURITY					**$ -**
	Data Cabling & Terminations	-	LS	$ -	$ -	*By Owner - If required*
	IT Equipment (Servers, Switches, WAPs)	-	LS	$ -	$ -	*By Owner - If required*
	Televisions & Audio-Visual Equipment	-	LS	$ -	$ -	*By Owner - If required*
	Sound System	-	LS	$ -	$ -	*By Owner - If required*
	Security Cameras & Cabling	-	LS	$ -	$ -	*By Owner - If required*
	Access Control Systems & Devices	-	LS	$ -	$ -	*By Owner - If required*
0	GENERAL					**$ 55,340**
	Surveying	1	LS	$ 5,700.00	$ 5,700	*John B Webb*
	Material Testing	1	LS	$ -	$ -	*By Owner - NV5*
	Site GPR/Site Investigation	10	DAY	$ 1,500.00	$ 15,000	**Allowance*
	Progress Cleaning	52	WKS	$ 570.00	$ 29,640	
	Final Cleaning	1	LS	$ 5,000.00	$ 5,000	
	SUBTOTAL BUILDING				**$ 1,838,114**	

Conceptual Budget

SITEWORK

COLLAGE
CONSTRUCTION ▪ INTEGRATED SERVICES

Project:	Seven Oaks Park	**Area:**	5	**Project Notes:**
Location:	Winter Park, FL	**Date:**	11/7/2023	
Architect:	ACI	**Version:**	2.0	
Estimator:	L. WALSH	**Plan / Basis:**	Permit Set	

DIV.	SCOPE OF WORK	QTY	UNIT	UNIT COST	TOTAL	NOTES / DIV TOTAL
	SITE WORK	**5**	**AC**	**$ 291,295.50**		**$ 1,456,478**
	General Condition/Mobilization	1	LS	$ 1,385,000.00	$ 1,385,000	Tanderen
	Erosion & Sediment Controls	1	LS	$ -	$ -	
	Silt Fence	2,543	LF	$ -	$ -	
	Inlet Protection	1	LS	$ -	$ -	
	Construction Entrance	1	LS	$ -	$ -	
	Temporary Access Roads/Lay Down Area	-	LS	$ -	$ -	*Excluded - None indicated*
	Maintenance of Traffic	1	LS	$ -	$ -	
	Dewatering	1	LS	$ -	$ -	
	Survey and As-Built Documents	1	LS	$ -	$ -	
	Demolition	1	LS	$ -	$ -	
	Asphalt Paving	1	LS	$ -	$ -	
	Concrete Paving, Misc. Concrete	1	LS	$ -	$ -	
	Storm System Utilities	1	LS	$ -	$ -	
	Sanitary System Utilities	1	LS	$ -	$ -	
	Clearing/Grubbing	1	LS	$ -	$ -	
	Earthwork/Site Grading	1	LS	$ -	$ -	
	Import Fill Materials	1	LS	$ -	$ -	
	Export Excess Soils	1	LS	$ -	$ -	
	Rough Site Grading	1	LS	$ -	$ -	
	Final Site Grading	1	LS	$ -	$ -	
	Topsoil	1	LS	$ -	$ -	
	Storm Systems	1	LS	$ -	$ -	
	HP Pipe	1	LS	$ -	$ -	
	Inlets, MHs, Control Structures	1	LS	$ -	$ -	
	Yard Drains	1	LS	$ -	$ -	
	Connection to Existing Systems - Core Drill	1	LS	$ -	$ -	
	Inspections	1	LS	$ -	$ -	
	Domestic Water Systems	1	LS	$ -	$ -	
	PVC Pipe	1	LS	$ -	$ -	
	Valve Assemblies	1	LS	$ -	$ -	
	Fire Hydrant	1	LS	$ -	$ -	
	Connection to Existing Systems - Wet Taps	1	LS	$ -	$ -	
	Testing	1	LS	$ -	$ -	
	Sanitary Sewer Systems	1	LS	$ -	$ -	
	PVC Pipe	1	LS	$ -	$ -	
	Manholes	1	LS	$ -	$ -	
	Connection to Existing System	1	LS	$ -	$ -	
	Testing	1	LS	$ -	$ -	
	Concrete Curbs	1	LS	$ -	$ -	

Conceptual Budget

SITEWORK

COLLAGE
CONSTRUCTION ▪ INTEGRATED SERVICES

Project:	Seven Oaks Park	**Area:**	5	**Project Notes:**
Location:	Winter Park, FL	**Date:**	11/7/2023	
Architect:	ACI	**Version:**	2.0	
Estimator:	L. WALSH	**Plan / Basis:**	Permit Set	

DIV.	SCOPE OF WORK	QTY	UNIT	UNIT COST	TOTAL	NOTES / DIV TOTAL
	D-Curb	1,237	LF	$ -	$ -	
	F-Curb	1,600	LF	$ -	$ -	
	Valley Gutter	200	LF	$ -	$ -	
	Pavers/Subbase/Base	-	LS	$ -	$ -	*Excluded - See Below*
	Concrete Paving, Sidewalks, Hardscape	-	LS	$ -	$ -	*Excluded - See Below*
	Asphalt Paving/Subbase/Base	1	LS	$ -	$ -	
	1.5" SP9.5 Light Duty Asphalt (1 Lift)	3,750	SY	$ -	$ -	
	2.5" SP12.5 Heavy Duty Asphalt (2 Lifts)	2,315	SY	$ -	$ -	
	Pavement Striping/Signage/Wheel Stops	1	LS	$ -	$ -	
	Site Furnishings	-	LS	$ -	$ -	*Excluded - See Div. 12*
	Sod	1	LS	$ 11,000.00	$ 11,000	*Dry Pond*
	Street Sweeper	8	MO	$ 3,000.00	$ 24,000	
	Import @ Arsenic Removal	1	LS	$ 5,000.00	$ 5,000	
	Bond	1.5	%	$ 20,985.00	$ 31,478	
3280	LANDSCAPE & IRRIGATION	**5**	**AC**	**$ 81,488.52**		**$ 407,443**
	Landscape Developed Site Area	1	LS	$ 290,468	$ 290,468	Nature Coast
	Irrigation at Developed Site Area	1	LS	$ 116,975	$ 116,975	Nature Coast
	SITE CONCRETE/PAVERS	**5**	**AC**	**$ 102,390.00**		**$ 511,950**
	Site Concrete/Sidewalks	1	LS	$ 453,200	$ 453,200	Flores
	Brick Pavers	1	LS	$ 58,750	$ 58,750	The Paver Way
	SUBTOTAL SITEWORK + LANDSCAPE/IRRIGATION	**5**	**AC**	**$ 475,174.02**	**$ 2,375,870**	

Project GMP

COLLAGE
CONSTRUCTION / INTEGRATED SERVICES

CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS & ALLOWANCES

PROJECT:	**Seven Oaks Park**		
LOCATION:	**Winter Park, FL**		
SQUARE FEET:			
DESIGNER:	**ACI**		
ESTIMATOR:	**L. Walsh**		
DATE:	**10/26/2023**	V:	**V1**

CLARIFICATIONS & ASSUMPTIONS

The following is a list of clarifications regarding the estimate scope of work. Pricing is based on the information provided in the permit set dated May 16th 2023 from ACI architects and any areas of scope requiring qualification or assumptions are clarified below. Where conflicts exist between these clarifications and the documents, these clarifications shall take precedence.

DIVISION 1 GENERAL

a. We include sales tax.
b. We exclude materials testing, threshold inspection services, third party building inspections, and permit expediting services
c. We exclude impact fees
d. We exclude Davis Bacon / prevailing wages

DIVISION 2: EXISTING CONDITIONS

a. Remove Arsenic contaminated soil

DIVISION 3: CONCRETE FOUNDATIONS & SLAB ON GRADE

a. NA

DIVISION 4: MASONRY

a. NA

DIVISION 5: METALS

a. Structural steel is to be primed and painted. Galvanized is excluded.
b. Furnish & erect structural steel beams, columns, purlins, and roof decking.

DIVISION 6: WOOD AND PLASTICS

a. Exclude T&G Cedar Plank Ceiling A1.12

DIVISION 7: THERMAL AND MOISTURE PROTECTION

a. We include miscellaneous caulking & joint sealants for the building envelope

DIVISION 8: DOORS AND WINDOWS

a. We include a hollow metal door at the mechanical room
b. No glazing is included

DIVISION 9: FINISHES

a. We include painting of CMU walls, gypsum ceiling, metal doors & frames, corrugated metal panel ceiling, steel purlins, beams, columns, and roof edge.
b. We include sealed concrete at the floors of men's/women's restrooms.

DIVISION 10: SPECIALTIES

a. Restroom building signage is listed as "By Owner"
b. We exclude graphics or logo signage
e. We include restroom partitions & accessories for the restrooms.

DIVISION 11: EQUIPMENT

a. NA

DIVISION 12: FURNISHINGS

a. We exclude countertops. Spec section has countertops, but none are shown on the plans.

DIVISION 14: CONVEYING SYSTEMS

a. NA

DIVISION 21: FIRE SUPPRESSION

a. NA

Project GMP

COLLAGE
CONSTRUCTION / INTEGRATED SERVICES

CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS & ALLOWANCES

PROJECT:	**Seven Oaks Park**		
LOCATION:	**Winter Park, FL**		
SQUARE FEET:			
DESIGNER:	**ACI**		
ESTIMATOR:	**L. Walsh**		
DATE:	**10/26/2023**	V:	**V1**

DIVISION 22: PLUMBING

a. We include all plumbing fixtures, trench drains, and water heater
d. We exclude grease traps.
e. We exclude a lift station
f. We exclude underdrains or underground storm storage systems

DIVISION 23: HEATING VENTILATING AND AIR CONDITIONING (HVAC)

a. NA

DIVISION 26, 27 & 28: ELECTRICAL, COMMUNICATIONS, ELECTRONIC SAFETY AND SECURITY

a. Exclude Ceiling Fan on A1.12
b. We include solar panels and installation
c. We exclude low voltage systems such as fire alarm, telecom, access control, sound systems, cameras.
d. Provide and install electrical equipment, conduit, wire, and fixtures as shown on plans

DIVISION 31, 32 & 33: EARTHWORK, EXTERIOR IMPROVEMENTS, UTILITIES

a. NA

GENERAL EXCLUSIONS

Impact Fees	Permanent Utility Company Connections and Monthly Charges
Geotech Consultant & Testing	Removal of unknown or buried debris

CONTINGENCY

This estimate includes a contractor contingency. This contingency shall be allocated towards additional project costs due to changes such as, but not limited to, items related to means and methods of construction, errors, deficiencies and/or omissions in the contract documents and/or pricing that are subsequently determined necessary for a complete and functional project or issues that in the contractor's judgment are advantageous to the project. The contingency is the contractor's fund and will be applied at the contractor's discretion with the best interest of the project in mind. The contingency does not include extra scope added by Owner, Architect, and governmental and utility company authorities. The contingency may be reduced as the design is refined, and once construction is underway, will be monitored by Owner and contractor and drawn upon with the normal pay requests.

ALLOWANCES

The following allowances have been noted in our estimate. An allowance is included for certain cost items whose exact values may vary due to incomplete design, owner, governmental authority, or other decisions outside the Contractor's control. Upon the completion of these items, the Contractor shall provide an accounting of the actual costs incurred to complete this work and the Contractor will be granted a change order adjusting the contract amount to reflect the actual cost. All allowances are inclusive of material, freight, taxes, labor, equipment, and subcontractor OH&P unless noted otherwise.

1	Site GPR/Site Investigation	1 LS	$	15,000	$	15,000.00

COLLAGE
CONSTRUCTION ▪ INTEGRATED SERVICES

Project GMP

SUMMARY OF VE OPTIONS

Project:	Seven Oaks Park	**Project Area:**	5	**Project Notes:**
Location:	Winter Park, FL	**Dated:**	11/7/2023	*0*
Architect:	ACI	**Version:**	2	
Estimator:	L. WALSH	**Plan / Basis:**	Permit Set	

DIV.	SCOPE OF WORK	QTY	UNIT	UNIT COST	TOTAL	NOTES
	ALLOWANCES					
001	Remove elevated brick planter @ restroom	1	LS	$ 19,500	$ 19,500	*Castle Group/Flores*
002	Aluminum screen @ Restroom building	1	LS	$ 20,540	$ 20,540	*Whitley Steel - Replace Aluminum with Steel*
003	Drywall ceiling @ Restroom building	1	LS	$ -	$ -	*No savings to switch to metal*
004	Shade Structures by TexaCraft	1	LS	$ 94,137	$ 94,137	*Pads to remain for future structures*
005	Remove water heater/piping	1	LS	$ 2,900	$ 2,900	*ARR Plumbing*
006	Remove bollards	1	LS	$ 26,550	$ 26,550	*Remove 9 bollards*
007	Switch Primary Feeders to Aluminum	1	LS	$ -	$ -	*Confirmed to be aluminum*
008	Self Perform Irrigation	1	LS	$ 116,975	$ 116,975	
009	Sand set brick pavers	1	LS	$ 16,450	$ 16,450	*The Paving Way*
010	Potential Tax Savings	1	LS	$ 50,000	$ 50,000	*ODP*
				SUBTOTAL VE OPTIONS	**$ 347,052**	

City Commission

agenda item

item type	meeting date
Consent Agenda	December 13, 2023
prepared by	**approved by**
Jeffrey Briggs, Director of Planning and Zoning	Randy Knight, City Manager

subject
Authorize the annual financial allocation to Habitat for Humanity of Winter Park/Maitland, Inc.

motion | recommendation
Approval of the funding is consistent with the Joint Participation Agreement.

background
Habitat for Humanity of Winter Park/Maitland, inc is requesting the annual fiscal year allocation of $200,000 in order for them to complete the purchase of 811 W. Webster Avenue. The Joint Participation Agreement (attached) provides for an annual commitment for lot acquisition to Habitat up to $200,000 each budget fiscal year.

This is Year #3 of the 5-Year Agreement. In previous years, the City assisted Habitat with the property acquisition for the homes built at 865. W. Comstock and at 715 Douglas Avenue.

strategic objectives

alternatives | other considerations

fiscal impact

attachments
1. Habitat Joint Participation with City 2021

JOINT PARTICIPATION AGREEMENT WITH HABITAT FOR HUMANITY

THIS JOINT PARTICIPATION AGREEMENT (the "Agreement") is made and entered into this 24th day of March 2021 between the CITY OF WINTER PARK, FLORIDA, a municipality of the State of Florida (the "City"), 401 Park Avenue South, Winter Park, Fl. 32789, and HABITAT FOR HUMANITY OF WINTER PARK/MAITLAND, INC., a Florida Not for Profit Corporation whose address is P. O. Box 1196, Winter Park, Florida, 32790 ("Habitat").

WHEREAS, the City has worked in partnership with Habitat for Humanity of Winter Park/Maitland, Inc. since 1992 in the development of affordable housing within the City of Winter Park by providing building lots and other fee waivers; and

WHEREAS, the City desires to continue this partnership and provide the responsibility for the acquisition of lots to be with Habitat in order to more efficiently budget the revenues of the Affordable Housing Trust Fund in line with the normal budget adoption cycles; and

WHEREAS, Habitat desires to obtain some certainty over the continuance of the financial assistance that is provided to accomplish the mission of Habitat for Humanity along with implementing the goals of the City for the continued construction of new affordable housing for sale to lower income families; and

WHEREAS, Habitat and the City agree that while these housing projects may compliment the activities of the Community Redevelopment Area (CRA) Plan, they are not governed by the CRA Plan, funded with CRA revenues nor subject to any of the requirements for CRA projects as set forth in Chapter 163, Part II, Florida Statutes.

NOW, THEREFORE, in consideration of the premises hereof and of the mutual covenants set forth herein, the parties hereby agree as follows:

1. **GRANT OF FINANCIAL ASSISTANCE:** The City will endeavor to provide financial assistance to Habitat on an annual basis as part of the normal

budget preparation process and adoption. The annual allocation of funding shall be based on the availability of funds within the Affordable Housing Trust Fund and other factors as deemed appropriate by the City Commission, and shall be at the sole discretion of the City Commission. Following the first year's allocation from the existing available housing trust funds, of $200,000 for lot acquisition, any future financial request by Habitat shall be done as part of the normal budget approval process by the City Commission and shall also include a report and documentation outlining the disposition of funds previously granted in order to verify the need for additional funding. Nothing in this Agreement shall commit the City for any future funding beyond the $200,000 referenced above, which shall be drawn from existing available housing trust funds. However, it is anticipated that a similar level of annual funding would be requested during the term of the Agreement.

2. **ELIGIBLE ACTIVITIES:** Financial assistance from the City to Habitat may be both in the context of the direct costs, as referenced above, and indirect financial assistance via fee waivers or payment from affordable housing funds. Direct costs shall be those expenses incurred by Habitat in the acquisition of lots including the cost of the lot and other normal closing costs as may be specified in the sales contract. Other indirect financial assistance previously supplied by the City may also be provided including either waiver or use of affordable housing funds of the City for impact fees, tree trimming and tree removal expenses (when done by the City Contractor/Parks Dept.), sewer and water connections/impact fees including laterals and connection fees (paid with affordable housing revenues), and electrical connection fees (waived).

3. **FUND RAISING ASSISTANCE:** The City shall also assist in fund raising activities by Habitat in providing a 50% discount on all fees and charges paid to the City for events such as for 5K events, and Night Golf Course events, limited to no more than three (3) per year.

4. **METHOD OF PAYMENT:** Financial assistance for lot acquisition to Habitat shall be done as a lump sum following the adoption of each year's fiscal budget, pending availability of funds. Habitat shall maintain such city funds in a separate land acquisition account so that the disbursement of funds from this account and the current balance of this account are easily accountable. Any investment interest gained in this account shall remain in the account and not be transferred. Habitat shall provide to the City on an annual basis, all records of disbursements from this land acquisition account and the purpose of such disbursements.

5. **DESIGN REQUIREMENTS:** As a condition of financial assistance, Habitat agrees to construct new homes or housing rehabilitations in conformance with design guidelines for homes as may be adopted by the City Commission.

6. **LOCATION OF HABITAT PROJECTS:** Lot acquisitions shall occur within the city limits of Winter Park or within one quarter mile of the city limits if within an area designated for annexation within the Comprehensive Plan. Habitat may obtain financial assistance for eligible activities involving properties within unincorporated Orange County that are in close proximity to the city limits if such projects receive the approval of the City Commission prior to the expenditure of any funds by Habitat.

7. **TERM OF THE AGREEMENT:** This Agreement shall be for an initial term beginning March 24, 2021 and ending September 30, 2026. The term of

this Agreement may be extended thereafter upon mutual written agreement of the parties. However, this Agreement shall not commit the City Commission to provide financial assistance to Habitat if such funding is not available from the Affordable Housing Trust Fund or if the City Commission in its sole discretion determines not to provide financial assistance.

8. **AUTHORITY**: Each party represents and warrants to the other that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement and that all acts, approvals, procedures and similar matters required in order to authorize this Agreement have been taken or followed, as the case may be, and that upon execution of this Agreement by both parties, this Agreement shall be valid and binding upon the parties hereto.

9. **GOVERNING LAW**: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue for any dispute or litigation between the parties arising from this Agreement shall be in a court of competent jurisdiction in Orange County, Florida.

10. **AMENDMENT:** This Agreement may be amended in writing by mutual consent of the City and Habitat, subject to the public hearing requirements, if applicable.

11. **SEVERABILITY**: If any provisions of this agreement are held to be illegal or invalid by a court of competent jurisdiction, the other provisions of this agreement shall remain in full force and effect.

12. **SOVEREIGN IMMUNITY & RELATIONSHIP OF PARTIES.** Nothing contained in this Agreement shall be considered or deemed a waiver of the City's sovereign immunity or any other privilege, immunity, or defense available to the

City or its officers, elected and appointed officials, agents, and representatives under the law. Nothing in this Agreement shall be construed to create a partnership or joint venture between the City and Habitat. Habitat is not an agent, partner, agency, sub-agency, or subdivision of the City and Habitat shall have no authority to bind the City to any obligation.

IN WITNESS WHEREOF, this 24th day of March, 2021.

Signed, Sealed and Delivered
In the Presence of:

Habitat for Humanity of Winter Park/Maitland, Inc.
BY:

Witness:

Print Name Jeff Briggs

Print Name Allison McGillis

Signature

Print Name: HAL GEORGE

Title: President

CITY OF WINTER PARK
BY:

Witness:

Print Name Rene Cranis

Print Name Kim Breland

Signature

Print Name: Phillip M. Anderson

Title: Mayor

City Commission

agenda item

item type	meeting date
Action Items Requiring Discussion	December 13, 2023
prepared by	**approved by**
Rene Cranis, City Clerk	Randy Knight, City Manager

subject
Appointments to Civil Service Board

motion | recommendation

background
Mayor Anderson and Commissioners Cruzada and Weaver will be making recommendations for appointment/reappointment for terms beginning January 2024. Per City Code, appointments require majority vote of the city commission.

strategic objectives

alternatives | other considerations

fiscal impact

attachments
None

City Commission

agenda item

item type	meeting date
Action Items Requiring Discussion	December 13, 2023
prepared by	**approved by**
Michelle del Valle, Assistant City Manager	Randy Knight, City Manager

subject
Approve 2024 State Legislative Priorities

motion | recommendation
Approve 2024 State legislative priorities

background
The City of Winter Park works with Gray Robbinson, State Lobbyist, to advance funding opportunities and address legislate matters as they occur during the session. Attached is a proposed list of priorities for the 2024 legislative session. The list may be modified by the Commission to address other potential areas of interest or priority.

The City has already been successful in getting three appropriations sponsored by House of Representative members:

- **Appropriation Filed** – Winter Park Chain of Lakes Study (Sponsored by Rep. Eskamani #1460)
- **Appropriation Filed** – Fairbanks and Denning Intersect Improvement Project Phase II (Sponsored by Rep. David Smith #1230)
- **Appropriation Filed** – Solar Awning Project (Sponsored by Rep. Eskamani #1681)

strategic objectives

alternatives | other considerations
The City Commission may adopt as presented or make modifications.

fiscal impact

attachments

1. 2024 State Legislative Priorities

City of Winter Park
2024 State Legislative Priorities

Projects/Funding:

- **Appropriation Filed** – Winter Park Chain of Lakes Study (Sponsored by Rep. Eskamani #1460)
- **Appropriation Filed** – Fairbanks and Denning Intersect Improvement Project Phase II (Sponsored by Rep. David Smith #1230)
- **Appropriation Filed** – Solar Awning Project (Sponsored by Rep. Eskamani #1681)

- Assist with widening of SR 426 between 17-92 and Pennsylvania Ave.
- Funding for municipal cyber security measures
- Joint project with Seminole County for ditch piping - $1M (agency grant)
- Fawsett Road CDS Unit - $300K (agency grant)
- Hydrophobic, neutrally buoyant nanobubbles for Lake Sue $2.5M (agency grant)
- Funding for sustainability issues: Solar, electric vehicles, trees, park space, bike trails
- Funding to rehab existing affordable housing units and/or funding create new units. Should we include this if we are getting Federal money?

Legislative Matters:

- **Dedicated Funding Source for Commuter Rail (High Priority)**
- Fix 426, specifically advocate for traffic signal
- Use of in-lake Alum Treatments
- Preserve home rule authority

- Oppose Utility General Fund Transfer
- Pension Reform
- Remove statutory requirements for public employers to provide subsidized health, hospitalization and other insurance coverage for retirees (FS 112.0801)
- Oppose Public Service Commission regulation of municipal owned electric utilities
- Oppose negative modifications to CRA regulations

Funding Consideration in Future Years:

- Acquisition of post office property for expansion of Central Park
- Phase II: Improvements to Howell Branch Preserve
- Acquire excess CSX ROW from State including that within Central Park

City Commission

agenda item

item type
Action Items Requiring Discussion

meeting date
December 13, 2023

prepared by
Hongmyung Lim, Engineer II

approved by

subject
Ravaudage Agreement Amendment for Road Improvements and Partial Reimbursement

motion | recommendation
Approval with Multimodal Transportation Impact Fees paid by development in Ravaudage to be used to fulfill this payment/reimbursement.

background
The original Ravaudage Agreement for Road Improvements and Partial Reimbursement was approved on November 13, 2017, where the developer proposed to redevelop the area into commercial/office/multifamily residential land uses with wide sidewalks, drainage inlets, curbing, and on-street parking. From the original agreement, the reimbursement paid, or to be paid, by the City to Developer was not to exceed a total of $1.2 million over ten years. The original agreement included the following sections of roadway:

- Lewis Drive: Glendon Parkway to City Limits
- Glendon Parkway: Orlando Avenue to Bennett Avenue
- Bennett Avenue: Lee Road to City Limits
- Benjamin Avenue: Kindel Avenue to City Limits
- Kindel Aavenue: Orlando Avenue to Benjamin Avenue

On February 24, 2020, the Winter Park City Commission adopted Ordinance 3165-20 to annex certain portions of areas in Ravaudage, including sections of Lewis Drive and Bennett Avenue shown in Exhibit A of the agreement amendment. The Lewis Drive and Bennett Avenue sections that were annexed through this ordinance were not included in the original partial reimbursement agreement for roadway improvements. With this agreement amendment, the developer is requesting to include Lewis Drive, from Elvin to City Limits, and Bennett Avenue from City limits to 115 feet south of the road.

These sections were not included in the original agreement for partial reimbursement. Under this agreement, the developer is requesting to include 451 feet of Lewis Drive from Elvin Avenue to the City limits and Bennett Avenue from the City limits to 115 feet south of the City limits for 50% partial reimbursement for the improvements. The total construction cost is

estimated to be $602,655.45 based on Florida Department of Transportation construction average cost reports/estimates, and the 50% partial reimbursement that the developer is requesting from the City is for a maximum of $301,327.72 for the new sections of Lewis Avenue and Bennett Avenue. This amendment would represent the final change to any kind of city contribution towards road improvements in Ravaudage and does not affect the original agreement's terms relating to the roads covered under that contract.

strategic objectives

alternatives | other considerations

fiscal impact

This agreement amendment would provide up to $301,327.72 construction contribution from the City of Winter Park towards the expanded road improvements at Ravaudage. Multimodal Transportation Impact Fees paid by development in Ravaudage will be used to fulfill this payment up to the maximum construction contribution. It is anticipated that the planned fitness facility is likely to generate impact fees in excess of this amount. Payments would only be made upon receipt of the impact fees for projects occurring in Ravaudage.

attachments

1. Amendment to Reimbursement Road Improvements Agreement_Final
2. Revised costs 08.21.2023 roadway centerline
3. Correspondence from Developer
4. Original Agreement for Roadway Improvement and Partial Reimbursement recorded at Doc 20180039020
5. Minutes_1113.17.rs
6. Minutes_0814.17.rs
7. Minutes_0724.17.rs

Prepared by and Return to:
City of Winter Park
c/o City Clerk
401 Park Avenue South
Winter Park, FL 32789

AMENDMENT TO AGREEMENT FOR
ROADWAY IMPROVEMENTS AND PARTIAL REIMBURSEMENT IN RAVAUDAGE

This Amendment to Agreement for Roadway Improvements and Partial Reimbursement in Ravaudage dated November , 2023 (hereinafter the "Agreement") is entered into by the **CITY OF WINTER PARK**, a Florida municipal corporation whose principle address is 401 S. Park Avenue, Winter Park, Florida 32789 (hereinafter the "City"), **BENJAMIN PARTNERS, LTD.**, a Florida limited partnership whose principle address is 425 W. New England Avenue, Suite 200, Winter Park, Florida 32789 (hereinafter the "Developer").

RECITALS:

A. On November 20, 2017 City and Developer entered into an Agreement for Roadway Improvements and Partial Reimbursement in Ravaudage providing for reimbursement of the Developer by City for Eligible Reimbursement Amounts for construction costs for certain public Roadway Improvements as described therein;

B. On February 24, 2020, the City adopted Ordinance No.3165-20 annexing additional real property into the City of Winter Park as described in the attached Exhibit "A" (hereinafter the "Additional Annexed Property"); and

C. Certain public roads contained within City rights-of-way (hereinafter referred to as "Annexed Roads") that are located within the Additional Annexed Property and require certain minimum improvements, drainage requirements, sidewalks and improved pavement to bring the improvements up from sub-standard conditions; and

D. In light of the recent annexation of the Additional Annexed Property, and the need to bring the Annexed Roads to a condition meeting minimum City standards, and the unique circumstance and opportunity to improve and enhance the public infrastructure in this part of the City, the City finds that it is in the interests of the residents and businesses of Winter Park that the City increase the linear street foot for Annexed Roads; and

E. The improvements to the Annexed Roads within the Additional Annexed Property benefit all of the surrounding and adjacent properties, businesses, citizens and those throughout the City and serve a public purpose.

F. The additional Annexed Roads contained on Exhibit B ("Additional Roadway") hereof shall be incorporated into the Agreement, as amended herein, and such reimbursement costs shall be paid by the City to the Developer as set forth herein for the Additional Roadway;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct, are incorporated herein by this reference, and form a material part of this Agreement.

2. **Additional Road Improvements.** Paragraph 2 of the Agreement shall be modified to add a new subsection (d) to read as follows:

(d) Additional Road Improvements. The Developer shall cause the design, permitting, and construction of the Additional Road Improvements described on the attached Exhibit C within the Additional Roadway as described on the attached Exhibit B depicting a hatched diagram of portions of Lewis Drive and Bennett Avenue (hereinafter referred to as the "Additional Road Improvements") pursuant to the terms of the Agreement, unless specifically modified by this Amendment.

3. **Eligible Reimbursement.** Paragraph 3 of the Agreement shall be modified to include an additional reimbursement calculation by the City for the Additional Road Improvements, as provided herein. The reimbursement to be paid to Developer under this Amendment as to the Additional Road Improvements shall be fifty percent (50%) of the costs per centerline foot as shown on Exhibit C, incorporated herein, for the Additional Road Improvements. The reimbursement to be paid to the Developer for the Additional Road Improvements shall not exceed $480.40 per centerline foot for Bennett Avenue and $547.32 per centerline foot for Lewis Drive for a total not to exceed amount of **$301,327.72** (hereinafter referred to as "Additional Eligible Reimbursement Amount"). This Amendment does not modify the maximum $1,200,000 reimbursement amount pertaining to the Road Improvements described in Paragraph 2(a) of the Agreement, which the Parties agree has been reached and no further reimbursements to the Developer are due or owing by the City concerning such Road Improvements.

4. **Payment Calculation & Due Date.** Paragraph 3(c)(iii) is hereby modified to include the following new sentence without deleting the current sentence pertaining to the Eligible Reimbursement Amount for the Road Improvements:

> "All reimbursements and payments by the City pertaining to the Additional Road Improvements shall cease and no reimbursement or other payments shall be required to be paid after the City has paid all of the Additional Eligible Reimbursement Amount, or on September 30, 2030, whichever occurs earlier."

5. **Execution & Effective Date**. This Amendment to the Agreement may be executed separately by the parties or as part of a single document. Any facsimile or electronic copy of this Agreement, and all signatures thereon, shall be considered for all purposes as an original. This Amendment to the Agreement shall be effective as of the date that it is last executed by the parties and after its approval by the City Commission of the City of Winter Park (the "Effective Date"). The undersigned individual executing this Amendment to the Agreement for the Developer, and the Developer, each represent and

warrant that all actions needed to bind the Developer to this Agreement have occurred and they have the authority to execute this Agreement.

6. **All other terms and provisions**. Unless expressly modified herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

AGREED AND EXECUTED by the authorized representatives of the parties on the dates set forth below.

Witnesses

_____

Name: _____

_____

Name: _____

BENJAMIN PARTNERS, LTD.

_____
Signature

_____
Print Name

_____
Title/Position

_____
Date

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, on this _____ day of _____, 2023, by _____, as _____ of **BENJAMIN PARTNERS, LTD**, a Florida limited liability company, on behalf of the company. He [is personally known to me] [has produced _____ as identification].

[NOTARY SEAL]

_____
Notary Public Signature

ATTEST:

CITY COMMISSION,
CITY OF WINTER PARK

By: _____
City Clerk

_____
Phil Anderson, Mayor/Commissioner

_____
Date

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, on this _____ day of _____, 2023, by _____, as _____ of **CITY OF WINTER PARK**, a Florida limited liability company, on behalf of the company. He [is personally known to me] [has produced _____ as identification].

[NOTARY SEAL]

_____
Notary Public Signature

EXHIBIT "A"

DOC # 20200134025
03/02/2020 15:51 PM Page 1 of 10
Rec Fee: $86.50
Deed Doc Tax: $0.00
Mortgage Doc Tax: $0.00
Intangible Tax: $0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: ERECORDING PARTNERS NETWORK

ORDINANCE 3165-20

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 2.06 +/- ACRES OF REAL PROPERTY GENERALLY LOCATED SOUTH OF MONROE AVENUE, NORTH OF ELVIN AVENUE, EAST OF BENNETT AVENUE AND WEST OF ORLANDO AVENUE, AND HAVING ORANGE COUNTY TAX PARCEL IDENTIFICATION NUMBERS 01-22-29-3712-15- 010, 01-22-29-3712-16-072, 01-22-29-3712-16-070, 01-22-29-3712-16-092 AND 01-22-29-3712-16-091 AND CERTAIN PORTIONS OF THE LEWIS DRIVE AND BENNETT AVENUE PUBLIC RIGHTS-OF-WAY AS MORE SPECIFICALLY DESCRIBED HEREIN INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF WINTER PARK; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY OF WINTER PARK JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Benjamin Partners, Ltd., Greenhouse Partnership, Ltd., and Winter Park Redevelopment Agency Ltd. (hereinafter collectively the "Owners") own five (5) parcels identified by Orange County Tax Parcel ID Numbers: 01-22-29-3712-15-010, 01-22-29-3712-16-072, 01-22-29-3712-16-092, 01-22-29-3712-16-091, and 01-22-29-3712-16-070 (approximately 1.22 acres), such properties being legally described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Subject Property"); and

WHEREAS, the Owners are petitioning the City of Winter Park for the voluntary annexation of the Subject Property as well as certain portions (approximately .84 acres) of the Lewis Drive and Bennett Avenue public rights-of-way ("Rights-of-Way") adjacent to the Subject Properties, such Rights-of-Way also being described in **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, the Subject Property and Rights-of-Way are being contracted (or de-annexed) from the city limits of the City of Maitland and the effective date of this annexation Ordinance will be after the effective date of the City of Maitland's contraction of the Subject Property and Rights-of-Way; and

WHEREAS, the City of Winter Park has determined that the Subject Property and Rights-of-Way is reasonably compact and contiguous to the municipal limits of the City of Winter Park, that annexation of the Subject Property and Rights-of-Way will not result in the creation of an enclave and that the Subject Property's and Rights-of-Way's annexation meets the prerequisites and standards set forth in Section 171.044, Fla. Stat., for voluntary annexation into the City of Winter Park; and

WHEREAS, the City of Winter Park has provided adequate notice required by general law for the annexation of the Subject Property and Rights-of-Way and has conducted the required public hearing prior to the adoption of this Ordinance.

ORDINANCE 3165-20

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 2.06 +/- ACRES OF REAL PROPERTY GENERALLY LOCATED SOUTH OF MONROE AVENUE, NORTH OF ELVIN AVENUE, EAST OF BENNETT AVENUE AND WEST OF ORLANDO AVENUE, AND HAVING ORANGE COUNTY TAX PARCEL IDENTIFICATION NUMBERS 01-22-29-3712-15- 010, 01-22-29-3712-16-072, 01-22-29-3712-16-070, 01-22-29-3712-16-092 AND 01-22-29-3712-16-091 AND CERTAIN PORTIONS OF THE LEWIS DRIVE AND BENNETT AVENUE PUBLIC RIGHTS-OF-WAY AS MORE SPECIFICALLY DESCRIBED HEREIN INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF WINTER PARK; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY OF WINTER PARK JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Benjamin Partners, Ltd., Greenhouse Partnership, Ltd., and Winter Park Redevelopment Agency Ltd. (hereinafter collectively the "Owners") own five (5) parcels identified by Orange County Tax Parcel ID Numbers: 01-22-29-3712-15-010, 01-22-29-3712-16-072, 01-22-29-3712-16-092, 01-22-29-3712-16-091, and 01-22-29-3712-16-070 (approximately 1.22 acres), such properties being legally described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Subject Property"); and

WHEREAS, the Owners are petitioning the City of Winter Park for the voluntary annexation of the Subject Property as well as certain portions (approximately .84 acres) of the Lewis Drive and Bennett Avenue public rights-of-way ("Rights-of-Way") adjacent to the Subject Properties, such Rights-of-Way also being described in **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, the Subject Property and Rights-of-Way are being contracted (or de-annexed) from the city limits of the City of Maitland and the effective date of this annexation Ordinance will be after the effective date of the City of Maitland's contraction of the Subject Property and Rights-of-Way; and

WHEREAS, the City of Winter Park has determined that the Subject Property and Rights-of-Way is reasonably compact and contiguous to the municipal limits of the City of Winter Park, that annexation of the Subject Property and Rights-of-Way will not result in the creation of an enclave and that the Subject Property's and Rights-of-Way's annexation meets the prerequisites and standards set forth in Section 171.044, Fla. Stat., for voluntary annexation into the City of Winter Park; and

WHEREAS, the City of Winter Park has provided adequate notice required by general law for the annexation of the Subject Property and Rights-of-Way and has conducted the required public hearing prior to the adoption of this Ordinance.

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

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

SECTION 2: *Property Annexed.* That, after conducting a public hearing and having found that the Owners' petition for voluntary annexation of the Subject Property and Rights-of-Way meets the prerequisites and standards for annexation under general law, the Subject Property and Rights-of-Way legally defined in Exhibit "A" and graphically shown on the map attached hereto as Exhibit "B" are hereby annexed into the municipal boundaries of the City of Winter Park.

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

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

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

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

SECTION 7: *Effective Date.* This Ordinance shall become effective after its adoption upon the later of: (i) the date this Ordinance is adopted at its second reading, and (ii) the effective date of the contraction of the Subject Property and Rights-of-Way from the City of Maitland city limits.

FIRST READING AND PUBLIC HEARING: February 10, 2020.

SECOND READING AND PUBLIC HEARING: February 24, 2020.

ADOPTED this 24th day of February, 2020, by the City Commission of the City of Winter Park, Florida.

APPROVED:

Steve Leary, Mayor

ATTEST:

Rene Cranis, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

SUBJECT PROPERTY

LOTS 1, 2, 15 & 16, BLOCK O AND LOTS 7, 8, 9 & 10, BLOCK P AND A PORTION OF VACATED LOREN AVENUE, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Having Orange County Tax Parcel Identification numbers:

Address	Parcel ID	Size
1315 Loren Ave	01-22-29-3712-15-010	.57 acre
322 Monroe Ave	01-22-29-3712-16-072	.20 acre
312 Monroe Ave	01-22-29-3712-16-070	.15 acre
308 Monroe Ave	01-22-29-3712-16-092	.15 acre
304 Monroe Ave	01-22-29-3712-16-091	.15 acre

RIGHTS-OF-WAY

Bennett Avenue

A PORTION OF BENNET AVENUE, AS LOCATED IN THE NORTHWEST 1/ 4 OF THE NORTHEAST 1/ 4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA.

Lewis Drive

A PORTION OF LEWIS DRIVE, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Those portions of Bennett Drive and Lewis Drive being annexed are further described herein

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

DESCRIPTION:

A PORTION OF LEWIS DRIVE, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 00°59'56" WEST, ALONG THE EAST LINE OF SAID NORTHWEST ¼, FOR A DISTANCE OF 30.02 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 89°59'35" EAST, A DISTANCE OF 571.72 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF MONROE AVENUE AND THE WEST RIGHT-OF-WAY LINE OF LEWIS DRIVE AND THE POINT OF BEGINNING; THENCE NORTH 88°59'35" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF MONROE AVENUE, FOR A DISTANCE OF 70.01 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF LEWIS DRIVE; THENCE, SOUTH 00°05'33" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 451.45 FEET; THENCE NORTH 89°54'39" WEST FOR A DISTANCE OF 70.00 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY OF LEWIS DRIVE; THENCE NORTH 00°05'33" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 450.11 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN SECTION 01, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, CONTAINING 0.72 ACRES, MORE OR LESS.

\\SERVER\Projects\Navaudage - Monroe\dwg\LEWIS PR.dwg

SURVEYOR'S NOTES:

1. The lands as shown hereon lie within Section 01, Township 22 S., Range 29 E., Orange County, Florida.
2. This is not a survey.
3. Bearings shown hereon are assumed relative to the South right-of-way line of Monroe Avenue, said bearing being N89°59'35"E per plat.

SHEET 1 OF 2

HLSM, LLC
Hearich-Luke-Swaggerty-Menard
Professional Surveyors & Mappers
Licensed Business No. 7276

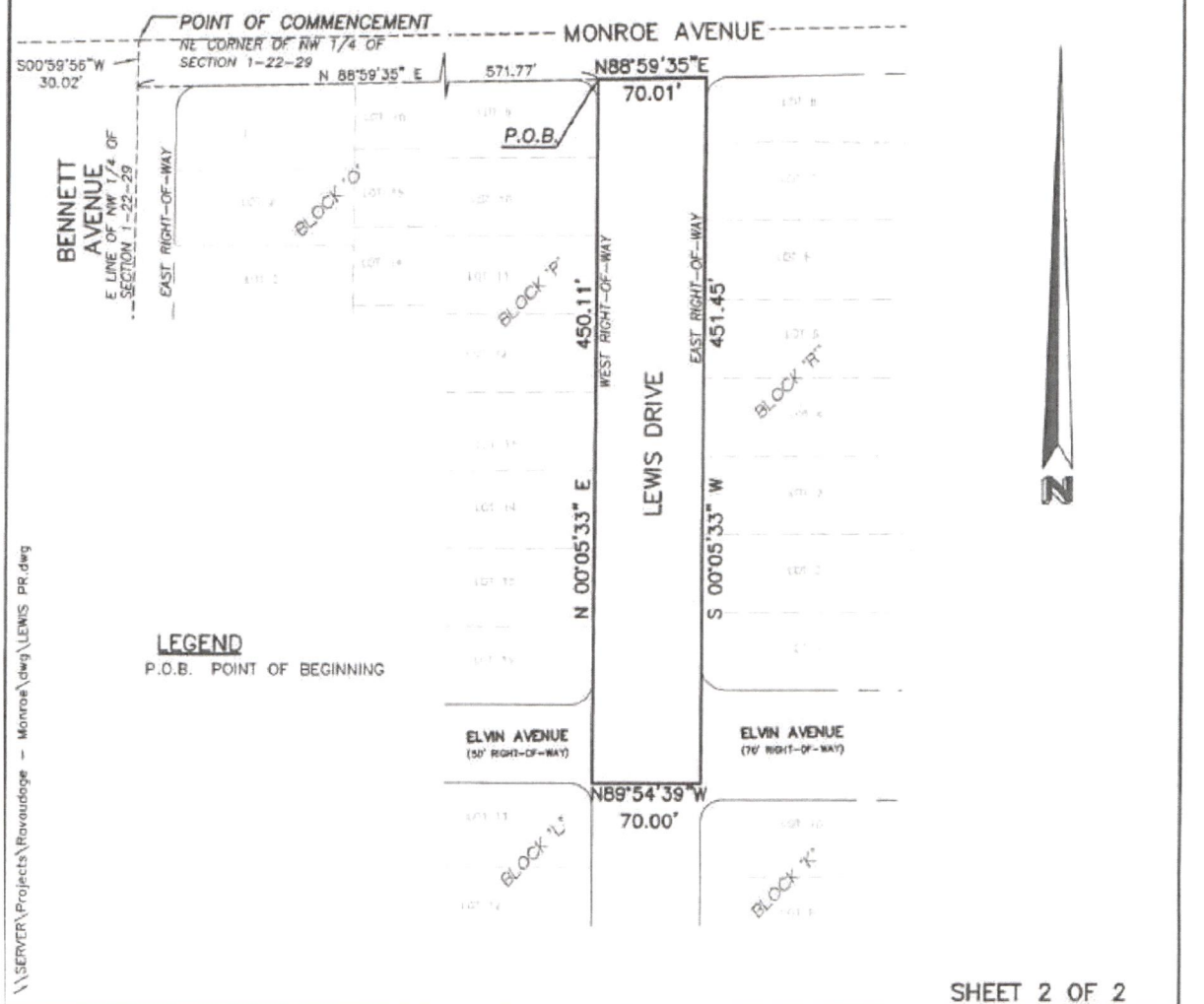
302 Live Oaks Boulevard
Casselberry, Florida 32707
P. (407) 647-7346
F. (407) 982-7166
Survey@HLSM.US

Job No: J-222
Date: 04/25/19
Drawn By: WFM
Scale: 1"=100

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

William F. Menard
Professional Surveyor & Mapper
Florida Registration #5625

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)



SHEET 2 OF 2

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SEE SHEET 1 OF 2 FOR SIGNATURE & SEAL

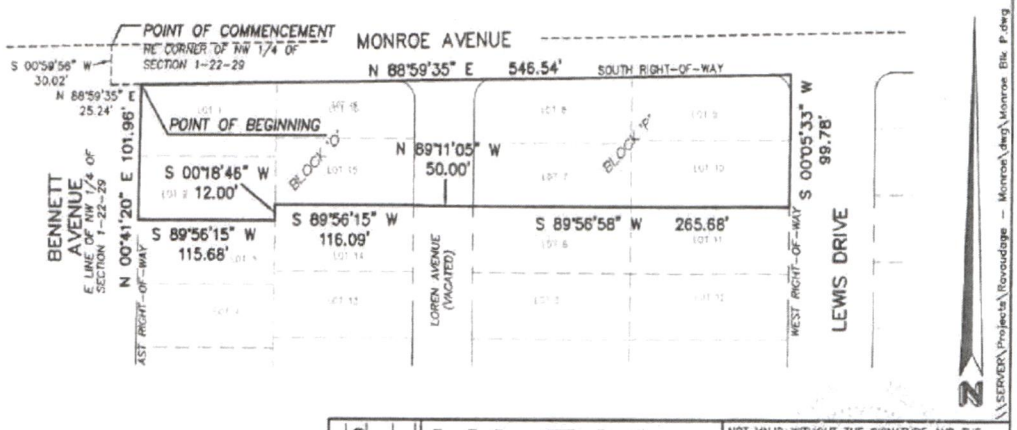
DESCRIPTION

LOTS 1, 2, 15 & 16, BLOCK O AND LOTS 7, 8, 9 & 10, BLOCK P AND A PORTION OF VACATED LOREN AVENUE, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 00°59'56" WEST, ALONG THE EAST LINE OF SAID NORTHWEST ¼, FOR A DISTANCE OF 30.02 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 89°59'35" EAST, A DISTANCE OF 25.24 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF MONROE AVENUE AND THE EAST RIGHT-OF-WAY LINE OF BENNETT AVENUE AND THE POINT OF BEGINNING; THENCE NORTH 88°59'35" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF MONROE AVENUE, FOR A DISTANCE OF 546.54 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF LEWIS DRIVE; THENCE, SOUTH 00°05'33" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 99.78 FEET TO THE SOUTHEAST CORNER OF LOT 10, BLOCK P; THENCE SOUTH 89°56'58" WEST ALONG THE SOUTH LINE LOT 10 & LOT 7, BLOCK P, FOR A DISTANCE OF 265.68 FEET TO THE SOUTHWEST CORNER OF LOT 7, BLOCK P; THENCE NORTH 89°11'05" WEST, FOR A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF LOT 15, BLOCK O; THENCE SOUTH 89°56'15" WEST ALONG THE SOUTH LINE OF SAID LOT 15, FOR A DISTANCE OF 116.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15; THENCE SOUTH 00°18'46" WEST ALONG THE EAST LINE OF LOT 2 BLOCK O, FOR A DISTANCE OF 12.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89°56'15" WEST ALONG THE SOUTH LINE OF SAID LOT 2, FOR A DISTANCE OF 115.68 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF BENNETT AVENUE; THENCE NORTH 00°41'20" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 101.96 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN SECTION 01, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, CONTAINING 1.22 ACRES, MORE OR LESS.

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)



SURVEYOR'S NOTES:

1. The lands as shown hereon lie within Section 01, Township 22 S., Range 29 E., Orange County, Florida.
2. This is not a survey.
3. Bearings shown hereon are assumed relative to the South right-of-way line of Monroe Avenue, said bearing being N89°59'35"E per plat.

Job No: J-222
Date: 04/25/19
Drawn By: WFM
Scale: 1" = 100'

HLSM, LLC
Henrich-Luke-Swaggerty-Menard
Professional Surveyors & Mappers
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William F. Menard
Professional Surveyor & Mapper
Florida Registration #5625

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

DESCRIPTION:

A PORTION OF BENNET AVENUE, AS LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST; THENCE S00°59'56"W ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 1, A DISTANCE OF 21.81 FEET TO THE POINT OF BEGINNING; THENCE S72°43'23"E, A DISTANCE OF 26.28 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF BENNETT AVENUE; THENCE S00°41'20"W, ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 101.62 FEET; THENCE, DEPARTING SAID EAST RIGHT OF WAY, N89°54'39"W, A DISTANCE OF 46.29 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BENNETT AVENUE; THENCE N00°47''09"E, A DISTANCE OF 115.83 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE S72°43'23"E, A DISTANCE OF 21.82 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING APPROXIMATELY 0.12 ACRES (5,023 SQUARE FEET) MORE OR LESS.

SURVEYOR'S NOTES:

1. THE LANDS AS SHOWN HEREON LIE WITHIN SECTION 01, TOWNSHIP 22 S., RANGE 29 E., ORANGE COUNTY, FLORIDA.
2. THIS IS NOT A SURVEY.
3. BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE WEST LINE OF THE NW 1/4 OF THE NE 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST; SAID BEARING BEING S00°59'56"W (ASSUMED).

\\SERVER\Projects\RAVAUDAGE – ROW\dwg\Bennett ROW.dwg

SHEET 1 OF 2

HLSM, LLC
Henrich–Luke–Swaggerty–Menard
Professional Surveyors & Mappers
Licensed Business No. 7276
794 Big Tree Drive, Suite 108
Longwood, Florida 32750
P. (407) 647–7346
F. (407) 982–7166
Survey@HLSM.US

Job No: I–263
Date: 5/21/18
Drawn By: JJR

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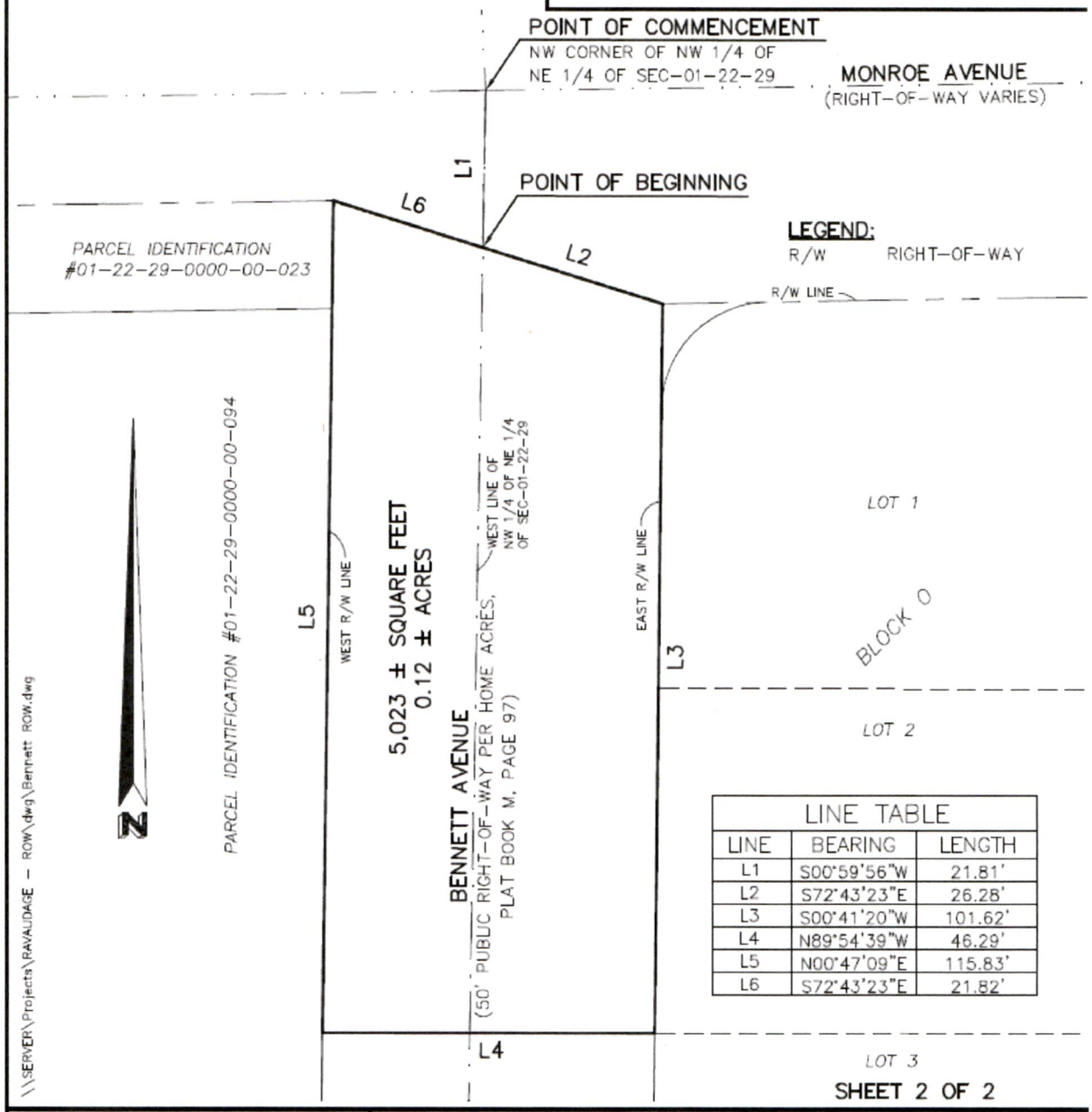
William F. Menard
Professional Surveyor & Mapper
Florida Registration #5625

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°59'56"W	21.81'
L2	S72°43'23"E	26.28'
L3	S00°41'20"W	101.62'
L4	N89°54'39"W	46.29'
L5	N00°47'09"E	115.83'
L6	S72°43'23"E	21.82'

SHEET 2 OF 2

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Scale: 1"=20'

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SEE SHEET 1 OF 2 FOR SIGNATURE & SEAL

EXHIBIT "B"

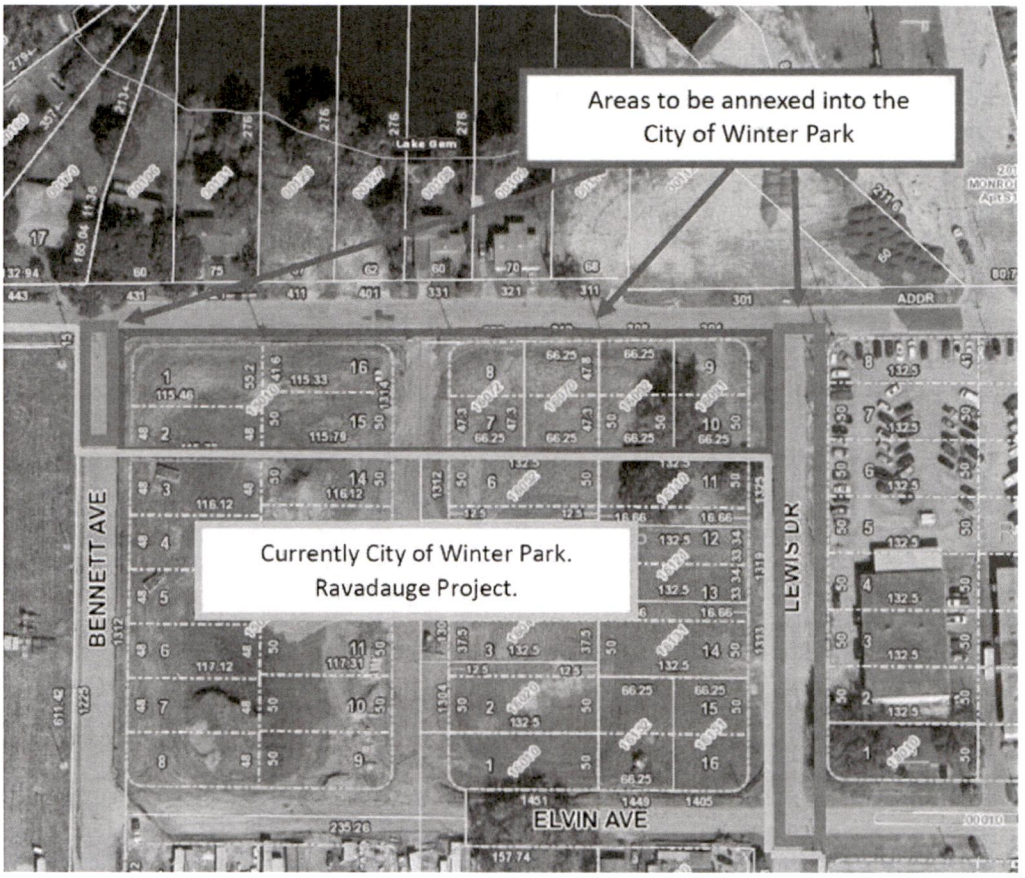
Areas to be annexed into the City of Winter Park
Currently City of Winter Park. Ravadauge Project.
BENNETT AVE
LEWIS DR
ELVIN AVE
ADDR
Lake Gem

EXHIBIT "C"
ADDITIONAL ROAD IMPROVEMENTS

1. Lewis Drive: Elvin North to City limits (451')
2. Bennet Avenue: From City limits south (115')

Bennet Road construction costs (46' ROW)

item	quantity	unit	unit price	total
demo/subgrade	483	syd	$ 20.00	$ 9,660.00
asphalt-road	32.78	tons	$ 147.26	$ 4,827.18
asphalt-onstreet parki	12.62	tons	$ 147.26	$ 1,858.42
road base	483	syd	$ 39.76	$ 19,204.08
curb	459	lf	$ 40.00	$ 18,360.00
storm inlet	2	ea	$ 7,730.80	$ 15,461.60
storm pipe	114	lf	$ 157.99	$ 18,010.86
sidewalk	10	syd	$ 69.24	$ 692.40
MOT	10%	ls	$ 8,807.45	$ 8,807.45
Mob/Demob/gen conc	10%	ls	$ 8,807.45	$ 8,807.45
total	110 lf length			**$ 105,689.45**
cost per centerline foot is			**$ 960.81**	

Lewis Drive construction costs (70' ROW)

item	quantity	unit	unit price	total
demo/subgrade	2137	syd	$ 20.00	$ 42,740.00
asphalt-road	150.04	tons	$ 147.26	$ 22,094.89
asphalt-onstreet parki	44.88	tons	$ 147.26	$ 6,609.03
road base	2137	syd	$ 39.76	$ 84,967.12
curb	1850	lf	$ 40.00	$ 74,000.00

storm inlet	5	ea	$ 7,730.80	$ 38,654.00
storm pipe	487	lf	$ 157.99	$ 76,941.13
sidewalk	984	syd	$ 69.24	$ 68,132.16
MOT	10%	ls	$ 41,413.83	$ 41,413.83
Mob/Demob/gen conc	10%	ls	$ 41,413.83	$ 41,413.83
total	454 lf length			**$ 496,966.00**
cost per centerline foot is			**$ 1,094.64**	

Notes

Includes demolition and stabilization

Based on Current FDOT statewide rolling average for Superpave Asphalt, TL-C, is $147.26/ton.

Based on Current FDOT statewide rolling average for Superpave Asphalt, TL-C, is $147.26/ton.

Based on Current FDOT statewide rolling average for OBG 6 (8" base) is $39.76/sy

Based on the one line item for both curbs used and the FDOT's current rolling average for Type D curb (

Based on Current FDOT statewide rolling average for Type V inlets, less than 10' deep is $7,730.80

Based on Current FDOT statewide rolling average for 24" culvert, optional material is $157.99/LF

Based on Current FDOT statewide rolling average for 4" Concrete sidewalk is $69.24/SY

based on Current FDOT statewide rolling average for MOT is $1,043.63/day. Use 10% of work

Based on 4 trips in , 4 trips out @ $750 ea plus site toilet and erosion and site control through job

Notes

Includes demolition and stabilization

Based on Current FDOT statewide rolling average for Superpave Asphalt, TL-C, is $147.26/ton.

Based on Current FDOT statewide rolling average for Superpave Asphalt, TL-C, is $147.26/ton.

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Based on Current FDOT statewide rolling average for 4" Concrete sidewalk is $69.24/SY

based on Current FDOT statewide rolling average for MOT is $1,043.63/day. Use 10% of work

Based on 4 trips in , 4 trips out @ $750 ea plus site toilet and erosion and site control through job

$40.16)

$40.16)

December 5, 2023

Hongmyung Lim, E.I.T., Engineer II
Public Works and Transportation Dept
City of Winter Park
401 South Park Avenue
Winter Park, FL 32789

RE: Proposed Roadway Improvements and Partial Reimbursement in Ravaudage Modification Agreement

City commission agenda December 13, 2023

Hong,

The following is some history and methodology for the request of Benjamin Partners, LTD to modify the existing Proposed Ravaudage Roadway Improvements and Partial Reimbursement Agreement. The original agreement was approved by the City Commission on November 13, 2017, by and between Benjamin Partners, LTD and the City of Winter Park.

New request 2023: 564 linear feet of public right of way was annexed into Winter Park from Maitland since the original agreement approval on November 13, 2017. Benjamin Partners, LTD is now asking the city to extend the terms of the original agreement to cover the additional 564 linear feet, and Benjamin Partners, LTD is in agreement with the staff's request to alter the funding source from the original ad valorem increment increase to only from future "Traffic Impact Fees" collected from permits within the Ravaudage boundary area.

Some History:

In 2006 - Benjamin Partners, LTD asked the City of Winter Park to annex approximately 35 acres of unincorporated Orange County land within the Home Acres subdivision. The City Commission at the time requested that Orange County contribute approximately **$6,000,000.00** for infrastructure, as there was very little sanitary sewer, no storm water, no sidewalks or curb and the road base was substandard. The City of Winter Park was already providing the potable water

service via an old and antiquated system that Winter Park acquired from General Water Works. Orange County denied the request, stating Winter Park would benefit from the Ad valorem tax increase, building permit fees, and utility impact fees.

In 2007 - Since the County was not willing to pay to Winter Park the requested **$6,000,000.00** for infrastructure upgrades, Winter Park did not want to annex the approximate 35 acres of unincorporated Orange County land area. Therefore, Benjamin Partners, LTD asked the Winter Park City Commission to de-annex approximately fifteen (15) acres of adjacent land area already in the city in order that Benjamin Partners, LTD could entitle the land uses with one governmental agency of the combined approximate fifty (50) acres within the Home Acres subdivision now called the Ravaudage Planned Development. The Winter Park City Commission agreed to do so.

In 2012 - The City of Winter Park, knowing the infrastructure issues and associated costs of approximately **$6M**, requested from both Orange County and Benjamin Partners, LTD to allow Winter Park to annex back the original city fifteen (15) acres and the unincorporated thirty-five (35) acres so that the full fifty (50) acres was now annexed into the City of Winter Park.

August of 2012 – The City of Winter Park began infrastructure installation and upgrades:

- Upgraded the Potable water system within the Home Acres subdivision;
- Installed or upgraded gravity sanitary sewer Lewis Drive, Morgan Stanley Lane, Glendon Parkway and Benjamin Avenue;
- Undergrounded the electric service;
- Installed decorative street lights.

During this process where the city was already demolishing and opening up the public right of ways to install the utility upgrades, Benjamin Partners, LTD has funded to date $4,700,000.00 in private funds and was reimbursed $1,100,000.00 from the city to enhance the street scape by paying to install a master storm water system that is treating all of the public right of way that has been upgraded to date, constructed on street parking that never prior existed, installed 10’ to 12’ wide sidewalks where no sidewalks existed prior, and planted street trees that never existed before. Benjamin Partners, LTD then paid 50% of the cost to resurface the public roadways with asphalt meeting Winter Park current standards.

In 2022 – Benjamin Partners, LTD granted the City of Winter Park a 60' x 60' Utility Lift Station Easement on its private property at **"NO CHARGE"**. It is important to understand that this gift to the city was for a new lift station that will service 62% of its flow OUTSIDE of Ravaudage. Furthermore, the city will convert the existing Solana Road lift station east of Hwy 17/92 to flow west through Ravaudage and out to Altamonte for treatment so as to free up capacity on the east side of Hwy 17/92.

The City of Winter Park over time would be making all the infrastructure improvements to a minimum service level and paying 100% of this cost. Keep in mind, Ravaudage does not have a conditional use process like elsewhere in the city per the Annexation Agreement. Benjamin Partners, LTD is simply trying to speed up the process and is willing to contribute to the cost per the cost share agreement proposed.

NEW TRAFFIC IMPACT FEE: When Ravaudage obtained its development order from Orange County in 2011 and subsequently annexed into Winter Park, one of the selling points from the Winter Park Planning Department was that Winter Park did **NOT** have a traffic impact fee. So Benjamin Partners, LTD agreed to pay for traffic signal improvements and the recent Bennett Avenue and Lee Road improvements which included Benjamin Partners, LTD deeding over to the city additional private property to allow for additional stacking and turn lanes, again at no cost to the city, and Benjamin Partners, LTD paid out more the $600,000.00 to complete the roadway work at this intersection. This is in addition to the $4,700,000.00 less the city reimbursement of $1,100,000.

In 2022 – The City of Winter Park **implemented a traffic impact fee ordinance** which, in the opinion of Benjamin Partners, LTD, is now double dipping. Benjamin Partners, LTD paid out $3,600,000.00 in enhanced roadway work, plus $600,000.00 in the Bennett Avenue and Lee Road intersection enhancement, donated the Lift Station Easement with a value of $450,000.00, and donated the fee simple land to widen the Bennett Avenue right of way at Lee Road which has a value of $300,000.00.

Another improvement provided by Benjamin Partners, LTD is that 100% of the 15' wide sidewalks along Hwy 17/92 and Lee Road are on private land set aside by Benjamin Partners, LTD, again at no charge to the city or state FDOT.

Benjamin Partners, LTD would like to be granted traffic mobility improvement credits against future traffic impact fees on permits pulled within the

public right of way of the Ravaudage boundary area. There will be millions of dollars generated within Ravaudage from just traffic impact fees on building permits. As an example:

1231 Kindel Avenue - proposed Bank OZK estimated traffic impact fee $300K

1225 Bennett Avenue - proposed Lifetime Fitness resort estimated traffic impact fee $1M to $1.5M

These are just two projects currently in the works. Lifetime already closed on their land and Bank OZK is proposed to close in January 2024.

The agreement before the City Commission on December 13, 2023, is to share in the cost of the newly annexed 564 linear feet of public right of way in the amount of $300K and to only have this paid out upon the city receiving the same amount or more in traffic impact fees from within Ravaudage. The traffic impact fee credit request will be at another time, but its important for this Commission to have this history and knowledge of how much Ravauage has paid out solely within the public right of way to date.

There is a fairly detailed report as to how much revenue Ravaudage has generated for the city with increased real-estate taxes, utility impact fees, building permit fees and electrical billing. This figure is in the many of millions.

Sincerely,

Benjamin Partners, LTD

By: Bennett Avenue Corporation, its general partner

Daniel B. Bellows, President

DOC# 20180039020
01/19/2018 10:37:17 AM Page 1 of 16
Rec Fee: $137.50
Deed Doc Tax: $0.00
DOR Admin Fee: $0.00
Intangible Tax: $0.00
Mortgage Stamp: $0.00
Phil Diamond, Comptroller
Orange County, FL
SA - Ret To: CITY OF WINTER PARK - PUB

Prepared by and Return to:
City of Winter Park
c/o City Clerk
401 Park Avenue South
Winter Park, FL 32789

AGREEMENT FOR
ROADWAY IMPROVEMENTS AND PARTIAL REIMBURSEMENT IN RAVAUDAGE

This Agreement for Roadway Improvements and Partial Reimbursement in Ravaudage (hereinafter the "Agreement") is entered into by the **CITY OF WINTER PARK**, a Florida municipal corporation whose principle address is 401 S. Park Avenue, Winter Park, Florida 32789 (hereinafter the "City"), **BENJAMIN PARTNERS, LTD.**, a Florida limited partnership whose principle address is 425 W. New England Avenue, Suite 300, Winter Park, Florida 32789 (hereinafter the "Developer").

RECITALS:

A. On November 12, 2012, the City adopted Ordinance No. 2869-12 annexing that certain area of real property described in the attached **Exhibit "A"** (hereinafter the "Initially Annexed Property"); and

B. A significant portion of the Initially Annexed Property described on **Exhibit "B"** (hereinafter the "Property") is currently owned by Developer; and the Initially Annexed Property is the site of the development referred to as the Ravaudage Development (hereinafter "Ravaudage Development") and ongoing development activities performed by Developer; and

C. Certain public roads contained within City rights-of-way that are located within Ravaudage Development (hereinafter the "Internal Roads") were paved by Orange County prior to annexation of the Initially Annexed Property by the City and require certain improvements in light of questionable construction methods, drainage requirements, and other issues rendering the Internal Roads and related infrastructure sub-standard; and

D. In light of the recent annexation of the Initially Annexed Property, and the need to bring the Internal Roads to a condition meeting or exceeding City standards, and the unique circumstance and opportunity to improve and enhance the public infrastructure in this part of the City, the City finds that it is in the interests of the residents and businesses of Winter Park that the City contribute funds for certain road improvements made and to be made by Developer, all as provided in this Agreement; and

E. The improvements to the Internal Roads benefit all of the surrounding and adjacent properties, businesses, citizens and those throughout the City and serve a public purpose.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct, are incorporated herein by this reference, and form a material part of this Agreement.

2. **ROAD IMPROVEMENTS.**

(a) **Road Improvements.** The parties acknowledge that, as of the date of this Agreement, Developer has performed the following road improvements: Lewis Drive from Lee Road to Glendon Parkway. In addition, the Developer shall perform the road improvements described below (all prior and future road improvements described in this section 2(a) are hereinafter referred to as the "Road Improvements"):

(i) *Lewis Drive: Glendon Parkway to City Limits*

(ii) *Glendon Parkway: Orlando Avenue to Bennett Avenue*

(iii) *Bennett Avenue: Lee Road to City Limits*

(iv) *Benjamin Avenue: Kindel Avenue to City Limits*

(v) *Kindel Avenue: Orlando Avenue to Benjamin Avenue*

(b) **City Approval & Standards.** Developer shall cause signed and sealed engineering design plans to be created for the Road Improvements and such design plans must be submitted to the City for review and approval prior to installation and construction of the Road Improvements. The design plans for the Road Improvements shall address and accommodate the collection, treatment and retention of stormwater runoff from the public rights-of-way affected by the Road Improvements, and the Developer shall grant or cause the granting of all necessary and appropriate permanent drainage easements to the City (in a form and with terms acceptable to the City) to accommodate such stormwater prior to the City's acceptance of the constructed Road Improvements. Further, Developer shall be responsible for securing proper permits and approvals from the City and all applicable state and local agencies concerning the Road Improvements (including water management district permits and right-of-way permits) and for ensuring that conditions of permits and approvals are followed, including, without limitation, maintenance of traffic, temporary road closure and redirection of traffic matters. All Road Improvements shall be subject to City approval in the City's sole discretion, and the City may at any time inspect the Road Improvements and Internal Roads and any work being performed or which has been performed. The City shall not be obligated to make any reimbursements or payments under this Agreement or otherwise unless and until the City is satisfied in the City's sole and absolute discretion that the Road Improvements, and/or relevant portion(s) thereof, meet all of the requirements set forth in this Agreement. If the City determines that any Road Improvement is being performed or has been performed in a manner inconsistent with this Agreement, or which creates a public hazard as determined by the City, the City may require Developer to immediately rectify the issue, at Developer's expense, and if Developer fails to do so within a reasonable time period as determined by the City, the City may rectify the issue at Developer's expense and may either bill Developer for costs incurred by the City or subtract such costs from the payments made or to be made to Developer

under this Agreement. In the event that Developer's actions under this Agreement create a public hazard, the City may immediately remedy such hazard at Developer's expense.

(c) **Ownership.** The City shall be the sole owner of any and all Road Improvements and infrastructure constructed or performed in accordance with this Agreement upon the City's approval and written acceptance thereof. Upon written notice from the City, Developer shall take any action(s) required by the City in order to transfer, secure, or verify ownership of any Road Improvement or infrastructure to the City.

3. **REIMBURSEMENT.**

(a) **Eligible Reimbursement.** The reimbursement to be paid to Developer under this Agreement shall in no event exceed $191.80 per centerline feet of all Internal Roads within the City's rights-of-way improved by or required to be improved by Developer as described in this Agreement (hereinafter the "Eligible Reimbursement Amount"). In no event and under no circumstances shall the reimbursement paid or to be paid by the City to Developer under this Agreement exceed a total of **$ 1.2 million**.

(b) **Annual Submissions by Developer.** At least thirty (30) days before the date that an annual payment is due under this Agreement, the Developer shall submit to the City sufficient written documentation, as determined by the City, describing all Road Improvements completed for such year which Road Improvements have been approved and accepted by the City. Upon the City's approval and acceptance of the portion of such Road Improvements for which reimbursement is submitted to the City, the City shall make a payment as calculated in subparagraph (c) below.

Further, as a precondition of the City's approval and acceptance of Road Improvements or any portion thereof and the City's reimbursement obligations, Developer shall cause: (i) the design engineer of record for the applicable portion of the Road Improvements to issue a written signed and sealed certification to the City declaring that such improvements have been completed in accordance with approved designed plans; (ii) the delivery to the City of release of liens from contractors, subcontractors, materialmen and laborers, and an assignment of contractor's warranties, if any, and (iii) the execution of a bill of sale (in a form acceptable to the City) to the City for the applicable portion of the Road Improvements.

(c) **Payment Calculation & Due Date.** Payments for the amounts due provided above shall be due annually within 45 days of the close of the fiscal year for which revenues have been received by the City and shall be calculated and limited as follows:

(i) The first annual payment shall be an amount equal to 1/6 of the total building permit fees received by the City for all projects within the Ravaudage Development in fiscal year 2017 (October 1, 2016 through September 30, 2017). Total building permit fees will be calculated as 1.35% of the permitted building valuation rounded to the nearest 1,000.

(ii) The second year payment and subsequent annual payments shall be an amount equal to: 1) 1/4 of the total building permit fees calculated in the same manner above and received by

the City for all projects within the Ravaudage Development during the corresponding fiscal year (October 1 through September 30), in addition to 2) an amount equal to 25% of the City's portion of the increase, if any, in real property ad valorem tax revenue received by the City for all real property within the Ravaudage Development for the year, over the ad valorem tax revenues for the baseline year of January 1, 2016 (hereinafter the "Tax-based Contribution"). The Tax-based Contribution for each year for which a payment is made shall be calculated by establishing the total City's portion of the real property ad valorem tax revenues for all real property within Ravaudage Development on January 1, 2016, and subtracting such from the total City's portion of real property ad valorem tax revenues of all real property in the Ravaudage Development on January 1st of the year for which payment is being made, with a quarter of such resulting amount being due to Developer. In the event that no eligible improvements are completed and accepted by the City in a given year, the annual payment provided hereunder shall be held by the City and paid to Developer in a future year in accordance with this Agreement.

(iii) All reimbursements and payments by the City shall cease and no reimbursements or other payments shall be required to be paid after the City has paid all of the Eligible Reimbursement Amount, or after ten (10) years after the Effective Date of this Agreement (regardless of whether the full Eligible Reimbursement Amount has been paid), whichever occurs earlier.

(d) **Appropriation Contingency**. Regardless of anything to the contrary contained in this Agreement, the City's payment and performance of obligations under this Agreement for each and every fiscal year of the City, beyond the fiscal year when the Agreement is executed, shall be subject to discretionary annual appropriation by the City Commission of funds therefore, via adoption of the City's annual budget or amendments thereto, or otherwise. When funds are not appropriated or otherwise made available to support the continuation of payment and performance in a subsequent fiscal period, this Agreement shall be deemed terminated on the last day of the fiscal period for which appropriations were made, without further cost, penalty or obligation to the City.

(e) **No Pledge of Taxation**. In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the city or a general obligation or indebtedness of the city within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and appropriated funds.

4. INDEMNIFICATION AND INSURANCE AND CERTAIN REPRESENTATIONS AND WARRANTIES

(a) **Indemnification, Representations and Warrants**. Developer hereby indemnifies and holds the City and its elected and appointed officials, employees, and agents harmless from and against any and all claims, disputes, lawsuits, injuries, damages, construction liens, attorneys' fees (including trial and appellate fees), costs and experts' fees, interest and all adverse matters in any way

arising out of or relating to Developer's, its officers', employees', contractors', subcontractors', and agents' acts, omissions, negligence, misrepresentations or defaults related to this Agreement or concerning the design, permitting, procurement and construction of the Road Improvements. Developer represents and warrants to the City that no entity or person, other than the Developer, has paid for any Road Improvements or is entitled to any reimbursement therefore. Without limiting the effect and scope of the foregoing indemnification and hold harmless provision, the forgoing indemnification and hold harmless provision includes any and all claims made by any third party for reimbursement or payment under this Agreement. In no event shall construction liens attach to the public rights-of-way or any other real or personal property owned by the City and other governmental agencies, and Developer shall ensure that its contractors, subcontractors, materialmen, suppliers, vendors and agents do not make or record claims against such property. The provisions of this paragraph shall survive termination and expiration of this Agreement.

(b) **Insurance**. Before performing any Road Improvements, Developer shall procure and maintain at its expense and throughout the course of the Road Improvements an insurance policy or policies providing general liability coverage in the amount of $1,000,000 combined single limit per occurrence and $2,000,000.00 aggregate, and shall submit to the City a Certificate of Insurance evidencing that the City, its officers, employees, and agents are included as additional insureds under any such insurance policy and that such policy is a primary insurance policy regardless of any other insurance available to the City, its officers, employees and agents, for liabilities caused by, related to or arising out of Developer's and their officers', employees', contractors', subcontractors', and agents' acts, omissions, negligence, misrepresentations or defaults related to this Agreement or the Road Improvements. The insurance policy shall be from a company or companies duly authorized to do business in the State of Florida having a rating in Best's Insurance Guide of 'A' or better and acceptable to the City, in the City's sole discretion.

5. **GENERAL PROVISIONS**

(a) **Notice**. Contact information for the purposes of written notice under this Agreement shall be as follows:

City of Winter Park
c/o City Manager
401 Park Avenue South
Winter Park, FL 32789

With a copy to:
City Attorney, A. Kurt Ardaman
1947 Lee Road
Winter Park, FL 32789

Benjamin Partners, LTD.
P.O. Box 350
Winter Park, FL 32790-0350

(b) **Local Development Approvals and Permits.** Notwithstanding anything herein to the contrary, all development of the Ravaudage Development shall be in compliance with all applicable federal, state, county and municipal laws, permits, ordinances, rules and regulations (including, but not limited to, the City's land development regulations, zoning requirements and comprehensive plan). Unless expressly authorized or granted herein, nothing in this Agreement shall constitute or be deemed to constitute or require the City to issue any approval by the City of any rezoning, Comprehensive Plan amendment, variance, special exception, final site plan, preliminary subdivision plan, final subdivision plan, plat, building permit, grading, stormwater drainage, engineering, or any other land use or development approval. Nor shall this Agreement be deemed to reduce, eliminate, derogate from or otherwise adversely affect any such approvals, permissions or rights. These and any and all other required City development approvals and permits shall be processed and issued by the City in accordance with procedures with respect to same as otherwise set forth in the City's Code of Ordinances and subject to any conditions of approval thereof. Nothing in this Agreement shall constitute or be deemed to constitute a limitation, restriction or any other type of waiver of Developer's right or ability to seek a rezoning, comprehensive plan amendment, variance, special exception, site plan, preliminary subdivision plan, final subdivision plan, or any other land use or development approval.

(c) **Entire Agreement**. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

(d) **No Third Party Beneficiaries and Assignment.** This Agreement is intended solely for the benefit of the City, Developer and their respective successors and assigns. No right or cause of action shall accrue under or by reason of this Agreement to or for the benefit of any third party. Nothing contained in this Agreement, whether expressed or implied, is intended, nor shall be construed, to confer upon or give to any person or entity not a party hereto any right, remedy or claim under or by reason of this Agreement or any particular term, provision or condition of this Agreement other than Developer and the City and their respective successors in interest and title. The Developer has no right to assign its rights or any portion of its rights under this Agreement without the prior written consent of the City, in the City's sole discretion, which if given must be approved, in writing, by the City Commission.

(e) **Non-Waiver**. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach of default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity. Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida or of any other privilege, immunity or defense afforded by law to the City or its officials, officers, employees and agents.

(f) **Severability.** If any particular term, provision or condition of this Agreement, the deletion of which would not adversely affect the receipt of any of the material benefit of this Agreement by either party hereto or substantially increase the burden of this Agreement upon either party hereto, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remaining terms, provisions and conditions of this Agreement.

(g) **Construction**. This Agreement shall not be construed against either party on the basis of it being the drafter of the Agreement. The parties agree that each played an equal part in drafting this Agreement. Capitalized terms contained herein shall have no more force or effect than uncapitalized terms. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement. Notwithstanding the foregoing, in the event of any dispute(s) regarding the calculation of the amount(s) and time for payment(s) under this Agreement, the City's interpretation and determination relating to such controls and is binding on Developer.

(h) **Breach**. In the event of a breach, default, or violation of one or more of the provisions herein by the Developer or the City, the violating party shall be given ten (10) days to cure such violation upon receipt of written notice of the violation from a non-violating party. In the event such violation is not cured within said period or good faith efforts are not being used to cure such violation, the City or Developer, as the case may be, shall have the right to pursue any and all legal and equitable remedies available provided by law. Notwithstanding the foregoing, the City shall be permitted to without notice immediately withhold the issuance of certificates of occupancy, building permits and other approvals and permits associated with the Ravaudage Development in the event Developer is in violation of any provision of this Agreement.

(i) **Recordation of Agreement**. This Agreement or a memorandum of this Agreement may be recorded by the City, at Developer's expense, among the Public Records of Orange County, Florida, in the City's discretion.

(j) **Time is of the Essence**. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

(k) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties, and shall run with the Property; provided however that only Benjamin Partners, LTD shall have any right to reimbursement or payment under this Agreement, and any successor in title to all or any portion of the Property shall not have any right to payment or reimbursement from the City under this Agreement. Developer shall, at Developer's cost, shall obtain all necessary joinders and consents and subordinations to this Agreement (and documents called for herein) or releases from appropriate parties with an interest in the Property. Upon request by the City, Developer shall provide to City, certified surveys, title reports or other documents evidencing said ownership interest.

(l) **Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the circuit court of and for Orange County, Florida.

(m) **Execution & Effective Date**. This Agreement may be executed separately by the parties or as part of a single document. Any facsimile or electronic copy of this Agreement, and all signatures thereon, shall be considered for all purposes as an original. This Agreement shall be effective as of the date that it is last executed by the parties and after its approval by the City Commission of the City of Winter Park (the "Effective Date"). The undersigned individual executing this Agreement for the Developer, and the Developer, each represent and warrant that all actions needed to bind the Developer to this Agreement have occurred and they have the authority to execute this Agreement

AGREED AND EXECUTED by the authorized representatives of the parties on the dates set forth below.

Witnesses

Meredith Albury

Name: MEREDITH ALBURY

Alina M. Kamajian

Name: Alina M. Kamajian

BENJAMIN PARTNERS, LTD.

Signature

DANIEL B. Bellows

Print Name

President

Title/Position

11/17/17

Date

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 17th day of Nov., 2017, by Daniel Bellows, as owner of **BENJAMIN PARTNERS, LTD**, a Florida limited liability company, on behalf of the company. He [is personally known to me] [has produced driver's license as identification].

[NOTARY SEAL]

ALINA M. KAMAJIAN
MY COMMISSION # GG023720
EXPIRES August 23, 2020

Alina Kamajian
Notary Public Signature

ATTEST:

By: Antoinette Bonham
City Clerk

CITY COMMISSION,
CITY OF WINTER PARK

Steve Leary, Mayor/Commissioner

11-20-2017
Date

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 20 day of November 2017, by Steve Leary, as Mayor of **CITY OF WINTER PARK**, a Florida limited liability company, on behalf of the company. He [is personally known to me] [has produced _____ as identification].

[NOTARY SEAL]

Notary Public State of Florida
Michelle Bernstein
My Commission FF 947853
Expires 01/25/2020

Michelle Bernstein
Notary Public Signature

RAVAUDAGE PARCEL IDS

292201371216121
292201371216041
292201371211170
292201000000094
292201371200002
292201371213010
292201371215030
292201371204030
292201371208080
292201371208031
292201371208021
292201371200001
292201371202150
292201371201010
292201371202010
292201371216131
292201371216020
292201371216152
292201371211010
292201371216052
292201371216110
292201371216151

292201371212010
292201371216010
292201371208010
292201371208070
292201371208050
292201371207031
292201371205012
292201371206200
292201371201050
292201371201131
292201371204010
292201371203080
292201371203150
292201371202031
292201371203180
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EXHIBIT "A"

Exhibit "A" Ravaudage Annexation Metes and Bounds Legal Description:

Begin 30.00 feet South and 21.00 feet West of the Northeast corner of the Northwest ¼ of Section 1, Township 22 South, Range 29 East, Orange County, Florida; thence run South 01°18'01" West along the West right-of-way line of Bennett Avenue a distance of 100.61 feet; thence departing said West right-of-way line run South 89°37'38" East along the South line of Lot 2, Block "O", and a projection thereof, of Home Acres, according to the plat thereof, as recorded in Plat Book "M", Page 97 of the Public Records of Orange County, Florida, a distance of 161.80 feet to the Southeast corner of said Lot 2, Block "O"; thence North 00°53'15" East along the East line of said Lot 2, a distance of 11.60 feet to the Southwest corner of Lot 15, Block "O", of said Home Acres; thence South 89°19'59" East along the South Line of said Lot 15, a distance of 115.79 feet to the Southeast corner of said Lot 15, said point also being on the West right-of-way line of Loren Avenue, of said Home Acres; thence departing said West right-of-way line run South 89°50'25" East a distance of 50.00 feet to the East right-of-way line of said Loren Avenue, said point also being the Southwest corner of Lot 7, Block "P", of said Home Acres; thence North 89°41'18" East along the South line of said Lot 7, a distance of 132.57 feet to the Southeast corner of said Lot 7; thence South 00°26'08" West along the West line of Lot 10, of said Block "P", a distance of 2.70 feet to the Southwest corner of said Lot 10; thence North 89°40'00" East along the South line of said Lot 10, a distance of 132.57 feet to the Southeast corner of said Lot 10, said point also being on the West right-of-way line of Lewis Drive, of said Home Acres; thence South 00°25'53" West along said West right-of-way line and an extension thereof, a distance of 359.32 feet; thence departing said West right-of-way line run South 89°34'07" East 70.00 feet to the Northwest corner of Lot 10, Block "K", of said Home Acres; thence South 00°25'53" West along the West line of said Lot 10 and the West line of Lots 9, 8 and 7, of said Block "K", a distance of 200.00 feet to the Southwest corner of said Lot 7; thence South 89°34'30" East along the South line of said Lot 7, a distance of 132.50 feet to the Northwest corner of Lot 15, of said Block "K"; thence South 00°25'53" West along the West line of said Lot 15, a distance of 50.00 feet to the Southwest corner of said Lot 15; thence South 89°34'30" East along the South line of said Lot 15 and an extension thereof, a distance of 185.50 feet to the Northwest corner of Lot 5, Block "J", of said Homes Acres; thence South 00°25'53" West along the West line of said Lot 5 and the West line of Lot 4, of said Block "J", a distance of 100.00 feet to the Southwest corner of said Lot 4; thence South 89°34'30" East along the South line of said Lot 4 and the South line of Lot 17, of said Block "J", a distance of 180.44 feet to the Westerly right-of-way line of North Orlando Avenue (State Road 15/600), (U.S. 17/92), as now established. thence run along said Westerly right-of-way line the following courses and distances: South 02°34'51" East 138.24 feet to the Point of Curvature of a curve concave Westerly and having a radius of 5676.65 feet; thence run Southerly along the arc of said curve 283.03 feet, through a central angle of 02°51'24" to the Point of Tangency; thence South 00°16'33" West a distance of 803.23 feet; thence South 67°51'04" West a distance of 36.60 feet, to the North right-of-way line of Lee Road (State Road 438) as now

established; thence South 89°57'03" West along said North right-of-way line and an extension thereof, a distance of 1183.25 feet to the Southeast corner of Lot 1, of Lee Shore, according to the Plat thereof, as recorded in Plat Book "T", Page 78, of the Public Records of Orange County, Florida, said point also being the Point of Intersection of said North right-of-way line of Lee Road with the West right-of-way line of Bennett Avenue (as now established); thence North 01°18'01" East along said West right-of-way line, a distance of 1439.59 feet to the Northeast corner of Park Green, according to the plat thereof, as recorded in Plat Book 10, Page 90, of the Public Records of Orange County, Florida; thence South 88°47'55" West along the North line of said Park Green, and an extension thereof, a distance of 489.00 feet to the Southwest corner of that certain parcel of land, as described and recorded in Official Record Book 09053, Page 4134, of the Public Records of Orange County, Florida; thence run along the Westerly line of said certain parcel of land, the following courses and distances: North 00°22'00" West 186.65 feet; thence North 89°33'44" East 191.75 feet; thence North 00°22'00" West 320.55 feet; thence North 89°23'57" East 49.46 feet; thence North 00°30'06" West 103.82 feet to the Northwest corner of the aforesaid certain parcel of land; thence North 89°17'48" East along the North line of said certain parcel, a distance of 274.63 feet to the Point of Beginning.
(LESS) Lot 16, Block "L" and Lot 17, Block "F", of Home Acres, according to the plat thereof, as recorded in Plat Book "M", Page 97, of the Public Records of Orange County, Florida.

TOGETHER WITH:
North Orlando Ave.
US 17-92 North Annex

Commence at Northwest corner, of the Northeast ¼, of Section 1, Township 22 South, Range 29 East, Orange County, Florida; thence run North 89°28'20" East along the North line of said Northeast ¼, a distance of 1093.87 feet for a POINT OF BEGINNING, said point also being on a Northerly extension of the West right-of-way line of North Orlando Avenue (U.S. 17/92) and (S.R. 15/600); thence departing said West line, continue North 89°28'20" East along said North line of the Northeast ¼, a distance of 53.03 feet to the center line of said North Orlando Avenue; thence departing said North line of the Northeast ¼, of Section 1, run South 02°34'51" East along said center line a distance of 495.08 feet; thence departing said center line, run South 87°25'09" West a distance of 53.00 feet to the aforementioned West right-of-way line of North Orlando Avenue, said point also being on the South right-of-way line of Elvin Avenue of Home Acres, as recorded in Plat Book "M," Page 97, of the Public Records of Orange County, Florida; thence departing said South right-of-way line, run North 02°34'51" West along said West right-of-way line of North Orlando Avenue being a projection and an extension thereof, a distance of 496.98 feet to the Point of Beginning.

EXHIBIT "B"

Exhibit B – Area to be annexed

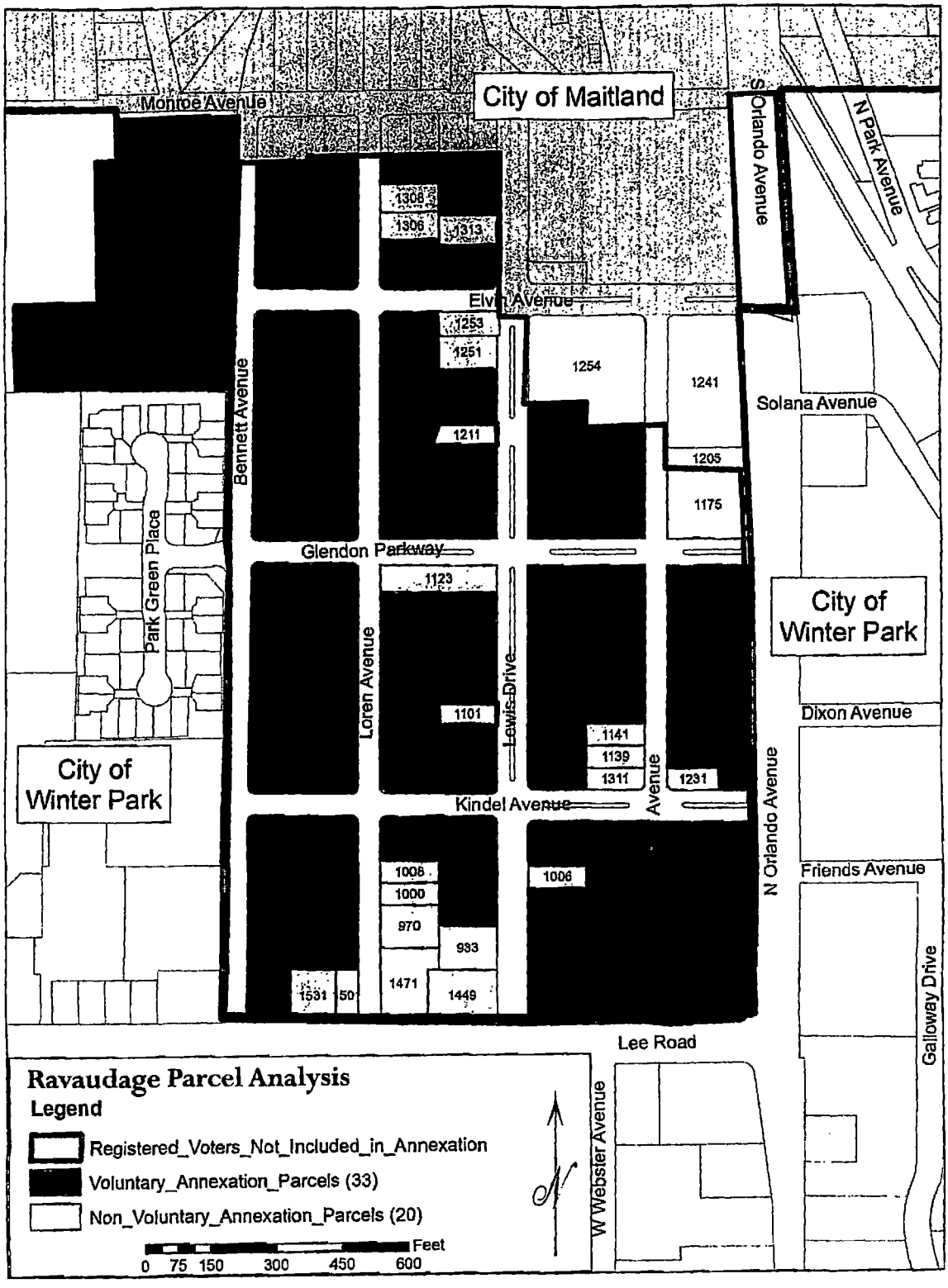
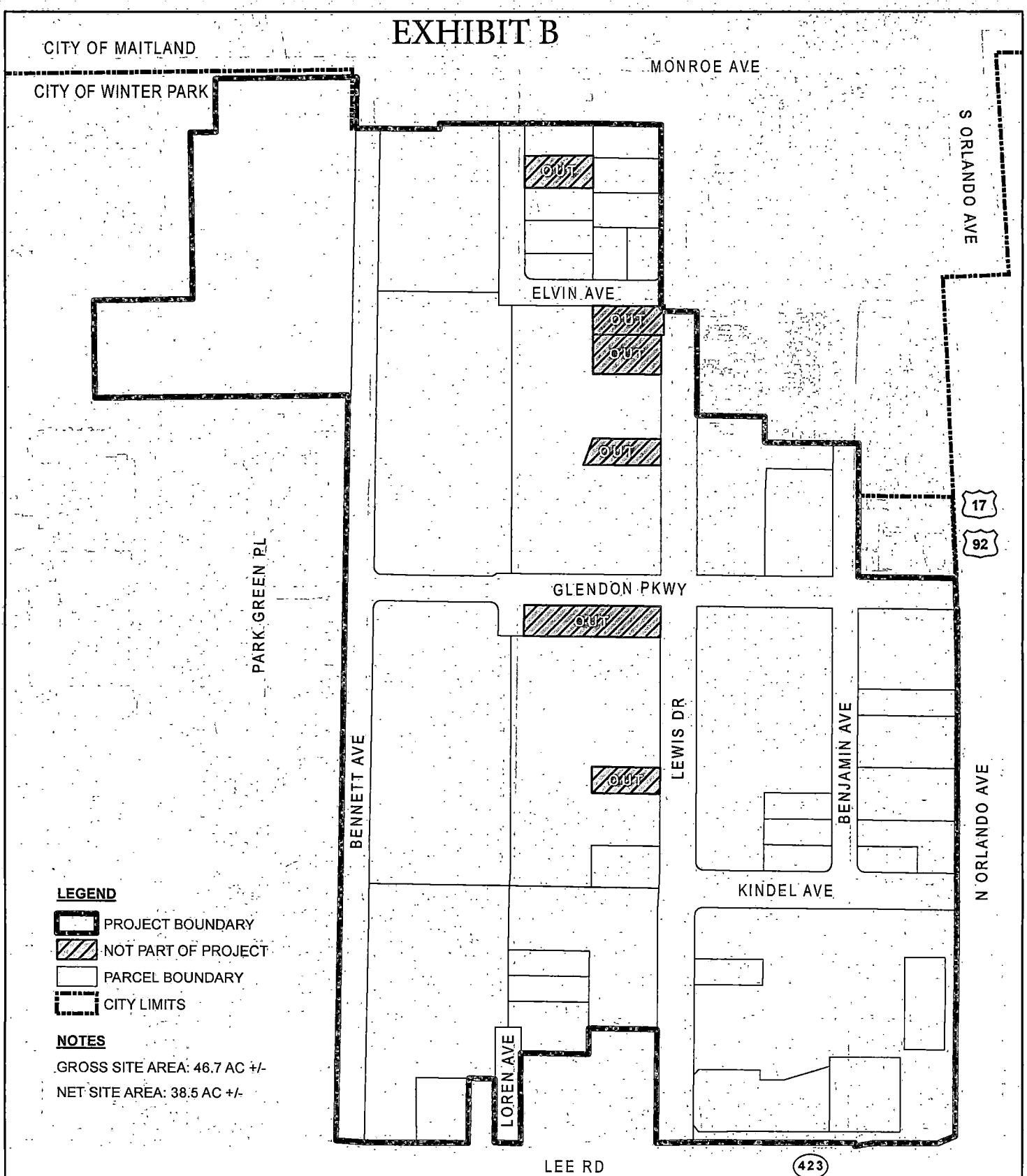


EXHIBIT B



CITY OF WINTER PARK FLORIDA ESTABLISHED 1887

RAVAUDAGE
LAND USE PLAN
WINTER PARK, FLORIDA

SHEET A-1 / JUNE 2017
PROJECT LOCATION

N

0 100 200 300 400 500
SCALE: 1" = 250'

REGULAR MEETING OF THE CITY COMMISSION
November 13, 2017

The meeting of the Winter Park City Commission was called to order by Mayor Steve Leary, at 3:35 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Reverend Alison Harrity, St. Richard's Episcopal Church followed by the Pledge of Allegiance.

Members present:
Mayor Steve Leary
Commissioner Pete Weldon
Commissioner Greg Seidel
Commissioner Sarah Sprinkel
Commissioner Carolyn Cooper (by phone)

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

Approval of agenda

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

Attorney Ardaman explained the law regarding participating and voting by phone and that the Commission needs to make a determination whether a vote is counted for Commissioners not physically in attendance. After discussion, there was a consensus to record Commissioner Cooper's vote but not count it.

Mayor's Report

No report.

City Manager's Report

Commissioner Seidel spoke about an upcoming Duke Energy staff meeting whereby City Manager Knight will provide a report to the Commission as to where Duke is concerning their schedule for Fairbanks Avenue.

Mayor Leary addressed speaking with the FDOT Secretary who is looking into trying to expedite the quiet zones process. He stated the funding is not the issue but is the workload and how it is set up to go through the process.

City Attorney's Report

Attorney Ardaman stated he hoped to have the 1111 W. Fairbanks Avenue sale of the property contract on the next agenda. He stated the Morse/Pennsylvania Avenue property is ready to close.

Non-Action Items

No items.

Consent Agenda

a. Approve the minutes of October 23, 2017.
b. Cancel the December 25, 2017 Commission meeting due to the Christmas holiday.
c. Approve the following piggyback agreements and authorize the Mayor to execute the contracts:
   1. Motorola Solutions, Inc. - Broward County contract #RFP R1422515R1/P1 for a P25 Communications System & Service; $300,000.
   2. Dana Safety Supply, Inc. - City of Tallahassee contract #1489 for the Provision & Installation of Vehicle Accessories; As-Needed Basis.
d. Approve the following agreements and authorize the Mayor to execute the contracts:
   1. Argos USA, Inc. - IFB-1-2018 - Purchase of Concrete Materials for various projects & maintenance throughout the city; As-needed basis.
   2. Physio Control, Inc. - Three-year service agreement for comprehensive coverage of the Fire Department's LifePak 15 System; $15,739.20.
   3. Physio Control, Inc. - Three-year service agreement for comprehensive coverage of the Fire Department's LUCAS System; $2,631.60.
e. Approve the following purchases over $75,000 and authorize all subsequent payments:
   1. Ten-8 Fire Equipment, Inc. - FY18 purchases of fire equipment parts, supplies & service utilizing piggyback agreement of Lake County contract #17-0606L; $100,000.
   2. Duval Ford, LLC - Replacement vehicles for the Police (12), Fire (1) and Water/Wastewater (2) Departments utilizing Florida Sheriffs Association contract #FSA17-VEL25.0 and State of Florida contract #25100000-16-1; $415,520.50.
   3. HDD of Florida, LLC - Provision of underground utility services for the citywide undergrounding initiative; $1,500,000.
   4. Heart Utilities of Jacksonville, Inc. - Provision of underground utility services for the citywide undergrounding initiative; $1,800,000.
   5. Covanta Energy Marketing, LLC - FY18 bulk power supply, $5,125,399.
   6. Gainesville Regional Utilities - FY18 bulk power supply; $5,014,920.
   7. Orlando Utilities Commission - FY18 bulk power supply & power transmission; $4,547,569.
   8. Florida Power & Light Co. - FY18 bulk power supply & power transmission; $10,859,193.
   9. Duke Energy - FY18 power transmission pursuant to Duke Energy tariff; $2,289,338.
   10. ENCO Utility Services - FY18 Utility Call Center services; $80,000.
   11. The Nidy Sports Construction Co. - Reconstruction of courts 1-8 at the Azalea Park Tennis Center utilizing NCPA contract; $199,000.

Motion made by Commissioner Seidel to approve the Consent Agenda; seconded by Commissioner Sprinkel. No public comments were made. **The motion carried with a 4-0 vote. Commissioner Cooper voted yes but was not counted in the final vote.**

Action Items Requiring Discussion

a. Agreement for roadway improvement contributions for Ravaudage

Public Works Director Troy Attaway addressed direction by the Commission to come back with a no risk agreement. He stated they worked with the City Attorney and this agreement is consistent with what they have previously discussed with the Commission regarding the dollar amount and what they mean by no risk. He further explained the content of the agreement. City Manager Knight stated it has a cap of $1.2 million over the life of the agreement and depending on how fast development takes place would drive the speed in which the City is reimbursed.

Motion made by Commissioner Sprinkel to approve the agreement; seconded by Commissioner Weldon.

Commissioner Seidel stated he disagrees with the agreement because he believed the City is giving Mr. Bellows money back that should be coming to the City that should have been negotiated in the original agreement. He stated he would be comfortable working with Mr. Bellows on things such as the intersection on Lee Road where he has to realign it and solve the signals there. He stated Mr. Bellows bought the property knowing the roads would have to be rebuilt and now he is asking the City to give him a discount on his work.

Commissioner Weldon agreed with the changes made that has satisfied the requirements he placed at the last discussion. He stated he supports this because the City can control the roads.

Commissioner Sprinkel spoke about this deal being approved before any of the current Commissioners were here and since then the Commission has been trying to work out something that would be equitable. She stated it is time to settle this and move forward.

Commissioner Cooper commented that she has not changed her position on this. She spoke about the initial Orange County approvals that made numerous changes and allowed more leasable square footage and less greenspace and that they did not offer to pay for infrastructure as part of the original agreement. She stated it is not necessary and is not fair to other developers that they are allowing a $1.2 million contribution to a private developer's infrastructure. She stated she is opposed to this and finds the precedence troublesome.

Jennifer Anderson, 1621 Roundelay Lane, spoke against the agreement and the precedent set for future developers.

Mayor Leary stated he is supporting this because the City would be responsible for the roads and still has control over them.

Attorney Ardaman suggested an addition to the agreement (page 3, paragraph 3, subsection c) to add the words "and limited" before 'as follows:'

Both Commissioner Sprinkel and Commissioner Weldon agreed with the added language provided by Attorney Ardaman. Upon a roll call vote, Mayor Leary and Commissioners Sprinkel and Weldon voted yes. Commissioners Seidel voted no. The motion carried with a 3-1 vote. Commissioner Cooper voted no but was not counted in the final vote.

b. Conceptual design approval – Library & Events Center

A video was shown regarding the library & events center proposed design and public forum that took place on November 1, 2017.

Jim Russell, Pizzuti Companies, the project's City's Owners Representative, presented the conceptual plan and asked for consideration to advance through the design process. He summarized the budget, the four elements of the conceptual plan presented that fall out of the initial $30 million budgeted that are desires that they are going to try strategically meet (raked auditorium inside the facility, outdoor amphitheater, connection from the library and events center down to the lakefront, the porte cochere, and the rooftop café on top of the events center). They are looking at how they can afford those and move those projects along so they are designing those elements and include as part of the add/alternates. He summarized the proposed size of the new library and events center and that they are comfortable with the building size and providing new space and new growth for expanded programs into the future. He spoke about exceeding the code for parking and to make the most efficient use of parking that will have minimal impact on the park and on the design of the facility.

He asked that the Commission move the project forward from concept design to schematic design with the architect. Mr. Russell answered questions regarding construction costs rising in the last 12 months.

Commissioner Seidel addressed the original proposed size of the library of 50,000 square feet and sacrificing some space for higher quality and his preference for higher quality. He stated he is happy with the project and for it to move forward but wanted to make sure the architect has a clear direction.

Commissioner Sprinkel explained the mandate from the public to build this building, the fundraising that will be done, they can work together to get more things named after people that want to donate, but did not think they were going about this with the City and the library/events center in a coordinated effort as much as they need to. She wanted to see as a result of this evening to go out with a plan of how they can put all resources together to make sure if they have a $5 million ask out there that could into the community towards this effort that they do that together. She stated she loves everything about the project and is ready to move forward.

Commissioner Cooper stated the rooftop dining and the lake/water interface are critical to the overall project and wanted to see those two elements as part of moving forward. She stated the residents are anticipating a 50,000 square foot library with a 200 space parking garage. She expressed being happy they are not doing that but that they need to inform the public of those changes. She asked that this be postponed for two weeks to allow time to bring the public up to date. Mayor Leary addressed the information sent to the residents to update them as to where they are with the project.

Motion made by Commissioner Sprinkel to approve the project and to move forward; seconded by Commissioner Weldon.

The following spoke in favor:
Mary Dipboye, 938 Golfside Drive (wanted more solar)
Karolyn Foreman, 1940 Summerland Avenue (wanted more solar)
Daniel McIntosh, 981 Mayfield Avenue
Jeff Byldenburgh, 204 Genius Drive (asked to further review the events center design)
Mary Randall, 1000 S. Kentucky Avenue (but had traffic concerns)

The following spoke in opposition:
Chele Hipp, 457 Seymour Avenue
Michael Perelman, 1010 Greentree Drive
Pat McDonald, 2348 Summerfield Road

Charley Williams, 757 Antonette Avenue, spoke about energy conservation for the building with solar and believed it to be a LEAD certified building but saw nothing about that. He wanted to hear from the design team how they integrate the whole complex with the park and pull the two together for synergy. Mayor Leary and City Manager Knight spoke about the LEAD certification that was never a goal and did not want to pay for the certification.

Maurizio Maso, HuntonBrady Architects, stated they are happy there is interest in sustainability and green design and whether to seek LEAD certification was debated. He stated that was not practical because of what it entails and is a very long payback period. He stated the intent is to be as sustainable as they can be and will be using the LEAD guidelines but are not seeking a certification. He explained Sir David Adjaye's concept to connect the complex to the park. He spoke about solar and that they would run an analysis to see how long it would take to pay back for having solar.

Discussion ensued regarding the comment cards provided at the November 1 public meeting and if any of those comments will be a part of consideration. Mayor Leary stated if there is anything the Commission wants to give direction on and they reach a consensus on to provide further direction, they can consider it.

Commissioner Sprinkel expressed her preference not to have the auditorium. She stated they have done an excellent job with this and that there are more positives than negatives and is excited with moving forward. She stressed the importance that everyone has the same information.

Commissioner Weldon responded to concerns of Ms. Chele Hipp that she submitted to the Commission. He stated he supports the design with the following recommendations: evaluate funding sources for the proposed project, the belvedere deck (already part of the project), events center rooftop café, a lakefront stage, have public review regarding exterior/interior material and color selections prior to Commission approval, have the events center interior space be designed to have partitions for holding events of various sizes and for accommodating multiple simultaneous events, and continue to evaluate parking alternatives and direct that recommendations on parking be subject to extensive public input prior to Commission approval.

Commissioner Cooper stated her request to wait until the next meeting to vote does not reflect her disappointment with the design, color or materials but reflects her disappointment with public outreach.

Motion made by Commissioner Cooper to table this until the next meeting; seconded by Commissioner Seidel. Upon a roll call vote, Mayor Leary and Commissioners Sprinkel and Weldon voted no. Commissioners Cooper and Seidel voted yes. The motion failed with a 3-2 vote.

Mayor Leary commented about the design team and staff still reviewing opportunities for additional parking during regular hours. He asked for consideration to look at shading the back area (belvedere) because of the hot weather months in case it is needed in the future. He also asked for consideration of solar and to work with staff to see if that is possible.

Commissioner Sprinkel as the maker of the motion, agreed that as part of the motion to advance the concept of the design with the add/alternates to be included (raked auditorium inside the facility, outdoor amphitheater, connection from the library and events center down to the lakefront, the porte cochere, and the rooftop café on top of the events center). He stated that would require the City, CRA Agency and the library to move forward to find additional funding to support these. Mr. Russell stated they will be designed and if the dollars are available they would be prioritizing construction. **Commissioner Weldon agreed as the seconder to the motion.**

Motion amended by Commissioner Weldon to direct staff and the architects that exterior and interior materials and color selections be the subject of extensive public review prior to Commission approval. After discussion and comments that the actual materials or final colors have not been selected, the amendment was withdrawn. The next step is going into the design phase. There

was a consensus that the Commission reviews the materials and colors for approval.

Upon a roll call vote for approval, Mayor Leary and Commissioners Seidel, Sprinkel and Weldon voted yes. The motion carried with a 4-0 vote. Commissioner Cooper voted yes but was not counted in the final vote.

Public comments (items not on the agenda)

Judith Barry, 1500 Gay Road, asked for consideration for the City to transform the lots located at 1424 and 1428 Gay Road and 1419 and 1421 Trovillion Avenue into a park. Upon discussion, there was a consensus for staff to investigate this property.

Leif Eriksson, 535 N. Interlachen Avenue, spoke favorably about the new golf course improvements.

Lurline Fletcher, 811 English Court, spoke against the library in MLK Park, asked if property owners could be informed when developing property close by to their homes, shared concerns that the building next door could cause water running into her yard, and asked about the street sweeper cleaning her street. Staff will contact her.

Marlene Muscatello, 531 Darcey Drive, spoke in opposition to the sidewalk project being proposed at Banchory and Darcey Drive that she believed will cause a hazardous situation because they will have to cross the street at Selkirk where the sidewalk ends in order to continue to walk along Banchory south side to Lakemont. City Manager Knight spoke about the missing link of 80' and the sidewalk that ends on her property line in the middle of the block. He stated staff believes it is the greater good to complete the missing link. He stated she is correct that if you continue to the west it stops at a corner and does not go all the way to Lakemont; they try to complete missing links especially in neighborhoods where there are schools and the long term plan includes completion of all areas where there are no sidewalks. She will meet with City staff.

Charley Williams, 757 Antonette Avenue, spoke about MLK Park and wanting to expand the park by not selling the 1111 W. Fairbanks Avenue property.

John Awsumb, 1091 N. Park Avenue, member of the Library Board, spoke favorably about the new library and events center design and the location in MLK Park. He stated he hopes the entry to the library is further analyzed and that the auditorium and the divisible space of the events center is further defined and improved.

Recess

A recess was taken from 5:55 to 6:15 p.m.

Public Hearings:

a. ORDINANCE NO. 3088-17: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE ADOPTED BUDGET AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2016 – 2017 BY PROVIDING FOR CHANGES IDENTIFIED IN EXHIBIT A; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE Second Reading

Attorney Ardaman read the ordinance by title.

Motion made by Commissioner Sprinkel to adopt the ordinance; seconded by Commissioner Weldon. No public comments were made. **Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel and Weldon voted yes. The motion carried with a 4-0 vote. Commissioner Cooper voted yes but was not counted in the final vote.**

b. ORDINANCE NO. 3089-17: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AN EASEMENT LOCATED AT 841 W. CANTON AVENUE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 1859, PAGE 55, OFFICIAL RECORDS BOOK 1859, PAGE 90 AND OFFICIAL RECORDS BOOK 1859, PAGE 579, OF THE PUBLIC RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED IN PLAT BOOK O, PAGE 140; PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE. Second Reading

Attorney Ardaman read the ordinance by title.

Motion made by Commissioner Sprinkel to adopt the ordinance; seconded by Commissioner Seidel. No public comments were made. **Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel and Weldon voted yes. The motion carried with a 4-0 vote. Commissioner Cooper voted yes but was not counted in the final vote.**

c. Request of Condev Land LLC for 650 North New York Avenue:

ORDINANCE NO. 3090-17: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF INSTITUTIONAL TO MEDIUM DENSITY RESIDENTIAL ON A PORTION OF THE PROPERTY AT 650 NORTH NEW YORK AVENUE, MORE PARTICULARLY DESCRIBED HEREIN PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE Second Reading

Attorney Ardaman read the ordinance by title.

Motion made by Commissioner Sprinkel to adopt the ordinance; seconded by Commissioner Weldon. Chris Gardner, Condev, spoke in favor of adoption. **Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel and**

Weldon voted yes. The motion carried with a 4-0 vote. Commissioner Cooper voted yes but was not counted in the final vote.

d. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE VI, "SUBDIVISION AND LOT CONSOLIDATION REGULATIONS" SO AS TO ESTABLISH MINIMUM CRITERIA AND STANDARDS FOR THE SUBDIVISION OR SPLIT OF THE LAKEFRONT PORTIONS OF PROPERTIES LOCATED ACROSS THE STREET FROM THE PRINCIPAL RESIDENCE, PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. First Reading

This item was withdrawn by staff from the agenda for consideration.

e. Request of Deborah Crown and Brandon & Jenifer Lenox for subdivision or lot split approve to divide the lakefront portion of 1486 Alabama Drive

Planning Manager Jeff Briggs explained the request where the property owners at 1486 (Lenox) and 1466 Alabama Avenue (Crown) are making a joint application to be able to split a portion of the Lenox property so that each property will be able to have a boathouse. Mr. Briggs answered questions of the Commission.

Stuart Buchanan, Swann Hadley Law Firm, representing the applicants, spoke in favor of the request.

Motion made by Commissioner Sprinkel to approve the subdivision/lot split request; seconded by Commissioner Weldon.

Bunny Simmerson, 383 Sylvan Drive, spoke against the request.

Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel and Weldon voted yes. The motion carried with a 4-0 vote. Commissioner Cooper voted yes but was not counted in the final vote.

f. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE SALE AND CONVEYANCE OF THE CITY OWNED PROPERTY LOCATED AT 1111 WEST FAIRBANKS AVENUE PURSUANT TO THE SALES PROCESS APPROVED BY THE CITY COMMISSION; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE First Reading

Attorney Ardaman read the ordinance by title and made a typo correction to the legal description.

Motion made by Commissioner Sprinkel to accept the ordinance on first reading; seconded by Commissioner Weldon.

Planning Manager stated after this evening, they will execute the contract; they will have to apply for a conditional use for the project so they will bring this back for the second reading of the ordinance when the conditional use comes forward.

Commissioner Cooper expressed her preference to wait until they find out the library designs and whether the City has a better use for this property.

Beth Hall, 516 sylvan Drive, spoke in opposition to the sale of the property.

Commissioner Seidel stated they are still negotiating parking on the library and from a perspective of providing parking for the park, he asked again about analyzing Comstock Avenue and if they could obtain additional parking through there. He wanted to investigate that before finalizing this deal. He commented he is not against selling the property but wanted to have more analysis done on the library and parking.

Upon a roll call vote, Mayor Leary and Commissioners Sprinkel and Weldon voted yes. Commissioner Seidel voted no. The motion carried with a 3-1 vote. Commissioner Cooper voted no but was not counted in the final vote.

g. Interlocal agreement with Orange County to permit the annexation of the enclaves at 1562 W. Fairbanks Avenue

Planning Manager Jeff Briggs explained this one property is not in the City and that staff has tried over the years to persuade the owner to annex into the City but that they have refused. He stated under the state law Orange County can give us the authority to annex it without the property owner's consent. He stated they understand that Orange County will approve this and that an ordinance will come before the Commission for approval.

Motion made by Commissioner Sprinkel to approve the interlocal agreement; seconded by Commissioner Weldon. No public comments were made. **Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel and Weldon voted yes. The motion carried with a 4-0 vote. Commissioner Cooper voted yes but was not counted in the final vote.**

h. Request of Interplan for conditional use approval to build a PDQ drive-through restaurant at 925 S. Orlando Avenue

Planning Manager Jeff Briggs explained the request and the previous discussion about access and traffic in and out to the site that caused this request to be tabled to allow for a more complete traffic study. He stated this has happened and have provided the Commission with the updated traffic study that relates to this site plan. He stated Public Works has reviewed the study who can answer questions

Public Works Director Troy Attaway addressed reviewing the traffic plan, specifically looking at westbound traffic on Minnesota and addressing the side entrance into the PDQ. He provided verbiage that was not included in the packet regarding their analysis that stated "they have reviewed the applicant's traffic study data provided and have performed field assessments of the existing conditions and do not feel there will be a significant traffic problem with westbound traffic on Minnesota Avenue." He continued that "the City controls all movements of Minnesota Avenue traffic and if there becomes a problem in the future, the City can restrict the westbound left turn movement into the PDQ site using signs or even physical control if needed necessary." Mr. Attaway further elaborated on the movement of concern - westbound left turn into driveway queues. Mayor Leary expressed concerns with vehicles backing up traffic all hours of the day. Mr. Attaway explained that they can look at extending the turn lane so that more stacking can be provided at the intersection which will help with the throughput.

Attorney Jonathan Huels, representing the applicant from the Lowndes Drosdick Doster Kantor & Reed, stated they concur with staff's recommendation and their findings in reviewing the traffic study submitted. He stated their project team is present for any questions and can provide a presentation if the Commission desires.

Motion made by Commissioner Sprinkel to approve the conditional use request; seconded by Commissioner Weldon. No public comments were made. **Upon a roll call vote, Commissioners Seidel, Sprinkel and Weldon voted yes. Mayor Leary voted no. The motion carried with a 3-1 vote. Commissioner Cooper voted yes but was not counted in the final vote.**

i. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING A PORTION OF POWER EASEMENT LOCATED AT 540 INTERLACHEN AVENUE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 3187, PAGE 205, AND OFFICIAL RECORDS BOOK 8045, PAGE 4770, OF THE PUBLIC RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED IN PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE First Reading

Attorney Ardaman read the ordinance by title. Public Works Director Troy Attaway explained the ordinance that is vacating a small triangle of an electric distribution easement that fell under the house. He stated Attorney Frank Hamner is representing the seller and that this came up at closing so they are requesting to vacate that portion of the easement to clear up the title.

Motion made by Commissioner Sprinkel to accept the ordinance on first reading; seconded by Mayor Leary. No public comments were made. **Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel and Weldon voted yes. The motion carried with a 4-0 vote. Commissioner Cooper voted yes but was not counted in the final vote.**

j. RESOLUTION NO. 2195-17: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DECLARING THE CITY OF WINTER PARK'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS UNDER SECTION 197.3632, FLORIDA STATUTES, TO FUND THE INSTALLATION OF STREET BRICK AND RELATED ACTIVITIES UPON A PORTION OF PANSY AVENUE GENERALLY DESCRIBED AS BEGINNING AT PENNSYLVANIA AVENUE AND EXTENDING WESTERLY ABOUT 670 FEET; STATING THE NEED FOR THE LEVY OF SUCH SPECIAL ASSESSMENT; MAKING FINDINGS IN SUPPORT THEREOF; PROVIDING A DESCRIPTION OF THE REAL PROPERTY SUBJECT TO THE SPECIAL ASSESSMENT; PROVIDING FOR NOTICE TO THE PROPERTY APPRAISER, TAX COLLECTOR, AND THE FLORIDA DEPARTMENT OF REVENUE; AND PROVIDING AN EFFECTIVE DATE.

Attorney Ardaman read the resolution by title. It was confirmed that the vote was over 66%.

Motion made by Commissioner Sprinkel to adopt the resolution; seconded by Commissioner Weldon. No public comments were made. **Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel and Weldon voted yes. Commissioner Cooper was unavailable for the vote. The motion carried with a 4-0 vote.**

City Commission Reports:

Commissioner Seidel – Commissioner Seidel commented that he has been asked if he would be interested in running for the Mayor's seat in March. He stated that Mayor Leary has done a very good job but there are a few areas that they do not agree on. He stated he tells people that his perfect world would be for the Mayor to agree with him more and help him get the things he wants done and then he would not have to run for Mayor nor would anyone else. He stated he will decide later on in January what he decides. The issues he wanted to see done and worked through are as follows: undergrounding, get more transportation management work done, determine how they do the greenspace corridor plan, and would like to figure out the best way to deal with historic preservation issues.

Commissioner Sprinkel – Spoke about getting ready for the holiday season.

Commissioner Cooper – Spoke that we may lose a Gamble Rogers church that appears to be qualified for either national register recognition. She stated our process needs some work and asked for support that the Historic Preservation Board review our processes and procedures and help us identify the truly important historic assets that we have and try to make sure our process does not allow us to lose those resources.

Mayor Leary commented he is always happy to have the HPB review this but was not sure what specific direction to give them on something like this when the existing property owner does not want to do it. He stated he will be happy to have a larger discussion at the Commission level and possibly give direction to the HPB.

Commissioner Weldon spoke about suggestions he previously provided and that he has no problem with creating its own list of houses that it considers to be historic if the HPB wants to do that, but before it goes on the list the property owner has to acknowledge their agreement with that and understand the consequences that it is on a list of potential historic protected properties. He stated that voluntary approach is how you build the trust with the property owners so they can follow it and have a much better opportunity to capture their support and get more homes on the register voluntarily. There was a consensus to revisit this.

Commissioner Weldon – No report.

Mayor Leary – Mayor Leary reported he attended the Cows n' Calves event that had about 2,000 people there and raised a lot of money for charity.

The meeting adjourned at 7:07 p.m.

Mayor Steve Leary

ATTEST:

City Clerk Cynthia S. Bonham, MMC

REGULAR MEETING OF THE CITY COMMISSION
August 14, 2017

The meeting of the Winter Park City Commission was called to order by Mayor Steve Leary, at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Father James Profirio-Bond, FJC, St. Dorothy Catholic Community followed by the Pledge of Allegiance led by Sophie and Jojo (grandchildren of Commissioner Sprinkel).

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

Also present:
City Manager Randy Knight
Debbie Wilkerson (for Clerk Bonham)
City Attorney Kurt Ardaman

Approval of the agenda

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

Mayor's Report

Fire Chief White provided an update on Jimm Walsh who suffered a stroke. Mayor Leary spoke about Joseph Robillard and Baxter Murrell (teenagers who served on City boards) that went on after their Winter Park experience to do great things.

a. Presentation – Best of Show – 2017 Sidewalk Art Festival

Sidewalk Art Festival Board members Louise DeVerr, Monte Livermore and Amy Thrasher presented the Best of Show for 2017.

b. Board appointments – Board of Adjustments – Tom Sacha and Zach Seybold as full members and Michael Clary as alternate

Motion by Mayor Leary to appoint Tom Sacha to replace Jeffrey Jontz (2016-2019), Zach Seybold to replace Cynthia Strollo (2017-2020), and Michael Clary as alternate; seconded by Commissioner Weldon and carried unanimously with a 5-0 vote.

The following two resolutions were presented by Mayor Leary for adoption. These were provided at the Orange County Council of Mayors meeting he attended. An overview was provided. Attorney Ardaman read both resolutions by title.

RESOLUTION NO. 2191-17: A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA, OPPOSING THE EROSION OF HOME RULE AUTHORITY EFFECTED BY THE ADVANCED WIRELESS INFRASTRUCTURE DEPLOYMENT ACT; SUPPORTING THE HOME RULE AUTHORITY GRANTED AND GUARANTEED LOCAL GOVERNMENTS BY THE FLORIDA CONSTITUTION; ENCOURAGING THE FLORIDA LEGISLATURE TO RETURN FULL HOME RULE AUTHORITY TO LOCAL

GOVERNMENTS WITH RESPECT TO WIRELESS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; EXPRESSING SOLIDARITY WITH OTHER LOCAL GOVERNMENTS OF ORANGE COUNTY, FLORIDA, IN SUPPORTING TECHNOLOGICAL ADVANCEMENT WHILE PRESERVING THE AUTHORITY OF LOCAL GOVERNMENTS TO ENACT REGULATIONS THAT PRESERVE AND PROTECT LOCAL COMMUNITY VALUES AND INTERESTS; PROVIDING AN EFFECTIVE DATE

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

RESOLUTION NO. 2190-17: A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA, REQUESTING THAT THE ORANGE COUNTY PUBLIC SCHOOL SYSTEM (OCPS), WHERE APPLICABLE, MAKE ITS RECREATIONAL FACILITIES AVAILABLE TO THE PUBLIC OUTSIDE OF NORMAL OPERATING HOURS AND AT OTHER APPROPRIATE TIMES, IN ORDER TO ENCOURAGE PHYSICAL ACTIVITY AND PROMOTE THE PHYSICAL AND MENTAL HEALTH OF CHILDREN AND ADULTS OF ALL AGES; MAKING FINDINGS WITH RESPECT TO HEALTH BENEFITS AND OTHER MATTERS; PROVIDING AN EFFECTIVE DATE

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

City Manager's Report

No report.

City Attorney's Report

City Attorney Ardaman reported on the Champion Circle pending lawsuit that now includes the City. He stated he would like to hold an executive session with the Commission to discuss this pending litigation. Commissioner Weldon stated he is out of town for the next meeting and asked if he can participate in the executive session by phone. Attorney Ardaman will check on this. This was scheduled for August 28 at 2:30 before the regular Commission meeting.

Non-Action Item

a. Review of parking strategies meetings

Planning Director Dori Stone introduced Brett Wood with Kimley Horn who presented a brief overview of the two sets of stakeholder and public meetings that have taken place about downtown parking. He summarized preliminary parking strategies. The submittal of the final report that will be presented at a later date with recommendations. Mr. Wood answered questions of the Commission.

b. Financial Report – June 2017

Finance Director Wes Hamil summarized the June 2017 financial report and answered questions of the Commission.

c. Review of proposed changes to City sign code

Planning Manager Jeff Briggs and Fire Chief Jim White presented the proposed changes to the sign code. The sections affected were Section 58-123, Definitions; Section 58-134, Temporary Signs; and Section 58-135, Prohibited Signs. Staff addressed the reason for the proposed changes to reduce the number of signs and to make enforcement easier. Chief White summarized the proposed amendments regarding new additions for prohibited animated/human signs, electric signs, flashing signs, and LED/neon signs; clarifies 'snipe signs'; reduces the number and size of commercial 'for sale' or 'for lease' signs; and reduces the areas of the City permitted for a-frame or other temporary signs. He stated the ordinance will be brought back for approval in October.

Commissioners commented about the need to be consistent across the board as to who the ordinance will apply to, the public notice that will be provided to the public, and any benefits from taking this to the other boards.

Consent Agenda

a. Approve the minutes of July 24, 2017.
b. Approve the following purchase, contracts and formal solicitations:
   1. PR162358 to Layne Inliner, LLC and authorize the Mayor to execute piggyback of Town of Longboat Key contract #RFP12-011; $119,750.
   2. Increase of BPO158835 to South Seminole and North Orange County Wastewater Transmission Authority to Change Order – Interlocal Agreement for Operational Maintenance; $79,114.08.
   3. Contract with Dix.Hite + Partners, Inc., RFQ-14-2017 – Continuing Contract for Professional Landscape Architectural Services and authorize the Mayor to execute contract.
   4. Contract with S&ME, Inc., RFQ-14-2017 – Continuing Contract for Professional Landscape Architectural Services and authorize the Mayor to execute contract.
   5. Contract with Kimley-Horn & Associates, Inc., RFQ-15-2017 – Continuing Contract for Professional Roadway Design Services and authorize the Mayor to execute contract.
   6. Amendment No. 1 with CBRE, Inc., RFP-10-2016 – Commercial Broker Service and authorize the Mayor to execute contract.
   7. Piggyback Contract with FieldTurf USA, Inc., R162203 – Sports Surfaces, Installation & Related Materials and authorize the Mayor to execute contract.
   8. Piggyback Contract with Hubbard Construction Co., Y16-1066 – Class III Landfill for Disposal of Construction Demolition & Vegetative Yard Waste Materials, Amendment No. 1 and authorize the Mayor to execute contract.

9. Formal solicitation - Contract with Abbott Communications Group, RFP-24-2017 – Printing and Mailing Services and authorize the Mayor to execute contract.
10. Formal solicitation - Contract with MLI Marketing Services, RFP-24-2017 – Printing and Mailing Services and authorize the Mayor to execute contract.
11. Formal solicitation - Contract with Scarborough Contracting Company, IFB-18-2017 – Lake Sylvan Stormwater Outfall Water Quality Structure and authorize the Mayor to execute contract.
12. Formal solicitation - Contract with Scarborough Contracting Company, IFB-19-2017 – Lee Road Stormwater Outfall Water Quality Structure and authorize the Mayor to execute contract.

Commissioner Seidel declared a conflict of interest on Consent Agenda item b-5 and did not vote on this one item. Form 8B was submitted and is part of these minutes.

Motion made by Commissioner Sprinkel to approve Consent Agenda items a, b-1 through b-4 and b-6 through b-12; seconded by Commissioner Weldon. The motion carried unanimously with a 5-0 vote.

No public comments were made.

Consent Agenda Item b-5: Motion made by Commissioner Sprinkel to approve item b-5; seconded by Commissioner Cooper and carried unanimously with a 4-0 vote with Commissioner Seidel abstaining from voting due to a conflict.

Action Items Requiring Discussion

a. Acquisition of parkland along the Howell Creek Basin

City Manager Knight explained that this has been on the City's list of legislative priorities and the subject of strategic planning sessions for many years.

In total there are 55.57 (including 7.71 submerged) acres amongst seven separate parcels that are part of the purchase. Some of the properties are owned by JBC Land, LLC and some are owned 2/3rds by JBC Land, LLC and 1/3rd by E. G. Banks. Once acquired the city would control almost all of the land along Howell Creek from Howell Branch Road up to Lake Waumpi.

The purchase is a package deal for all of the properties. Two of the properties are in the Maitland city limits (12.23 acres). One of the two (8.85 acres) is contiguous to current city parkland and the other is not. The agreed upon purchase price is $290,000 plus commissions bringing the total to $304,500. The properties were appraised at $166,000. The grant will cover approximately 50% of the total cost. Staff proposes that the remainder be paid from the Parks Impact Fee Fund which currently has a balance of approximately $1,234,000.

It is staff's plan to work with the City of Maitland on a joint planning agreement to transfer the one piece of property that is in their city limits and adjacent to our park into our city limits and to transfer the ownership of the other parcel to Maitland.

Provided to the Commission was a map showing the properties, copies of the purchase contracts with the two sellers and a copy of the appraisal.

The grant from the State will also cover the cost of removing the invasive plants and trees from the acquired properties, the replanting of native materials and the cost of other improvements such as nature trails. That will be part of a second grant agreement but all under the funding already approved in the state budget. We have at least $525,000 for those improvements with a potential for more depending on timing of the work.

Motion made by Mayor Leary to approve the acquisition; seconded by Commissioner Sprinkel.

Donna Colado, 327 Beloit Avenue, asked about the appraisal and the cost for the City to acquire it. City Manager Knight stated this was the price required to obtain it from the sellers.

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

b. Review of offers for the purchase of 1111 W. Fairbanks Avenue

Planning Director Dori Stone addressed the Notice of Disposal process approved and the offers or letters of intent received to purchase the property. The following offers/letters of intent were submitted: 1) Verax Investments LLC/ComTech Properties, Inc. Price: $3,500,000; 2) Wilson Development Group LLC Price: $3,050,000; 3) Tower Realty Partners, Inc. Price: $3,000,000; 4) Liberty Development LLC Price: 3,000,000; 5) Halvorsen Suburban Centers, LLC Price: $3,000,000; and 6) Crown Property Solutions LLC Price: $2,000,000.

Each bid met the Notice of Disposal process and requirements and included the proposed development for each bid. She explained the Commission can accept any of the bids or reject all of them and begin the process again.

Bobby Palta, CBRE (real estate broker) spoke about the six offers and the ones that were eliminated.

Motion made by Commissioner Sprinkel to enter into negotiations with Verax Investments and with Tower Realty Partners, Inc.; seconded by Commissioner Weldon.

Each Commissioner expressed what was important to them to consider when accepting the offers: Commissioner Seidel – proposed land use (consensus), similar layout as presented with the opportunity to discuss additional greenspace on Fairbanks Avenue (consensus). Commissioner Sprinkel – Best price; Commissioner Cooper – First bid being 45% FAR in C-3 zoning and no larger than 20,000 square feet, to be low scale and to be sensitive to the view from the rear that takes them to the library; Commissioner Weldon – Shorten the timeframe to be as tight as possible to closing (consensus).

It was agreed that it will be up to the bidders if they want to present a site plan at the time of final approval.

No public comments were made.

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

PUBLIC COMMENTS (ITEMS NOT ON THE AGENDA)

No public comments were made.

c. Ravaudage Road Reimbursement Strategy

Public Works Director Troy Attaway addressed the last Commission meeting discussion request to help reimburse the developer's cost for road and drainage infrastructure being put in in the City's rights-of-way. He stated the Commission asked staff to submit a 'no risk' plan for how this could be done. He understood that the City will reimburse him back after the City has received money based on his development either through plan review, permit fees and/or increase in ad valorem as a result of his development.

Mr. Attaway presented a plan that outlined a way to reimburse the developer for the dollars he would be entitled to using the methodology presented at the last meeting which defined a dollar per centerline foot of roadways and drainage he constructed. He elaborated on the specifics of a potential process and method that provides reimbursement using a portion of specific funds generated as a result of the development of the Ravaudage PD. Mr. Attaway answered questions of the Commission.

Motion made by Commissioner Sprinkel to approve the 'no risk' reimbursement to the Ravaudage master developer for infrastructure costs within the existing City rights-of-way and to come back with an agreement between the City and developer; seconded by Commissioner Weldon.

Motion amended by Commissioner Seidel that when the agreement comes back to the Commission to see the deferred costs of maintenance and

other items that would financially benefit the City (future revenue); seconded by Mayor Leary.

Commissioner Cooper spoke about the concessions made at the time this project was approved by Orange County to allow much higher heights and greater density than is normally allowed in Winter Park. As a result of the property coming back into Winter Park, it was not necessary for them to pay the fire, police or road fees that Orange County would have charged. When Orange County approved this there was no expectation that they would have to participate in the infrastructure. She expressed concerns with only receiving ad valorem taxes in an amount equal to 50% of the ad valorem taxes the City would gain over the next 10 years. She stated this is not fair to the taxpayers, and is not good policy and good precedence moving forward with other developments.

Commissioner Weldon inquired as to the extent of the unrestricted permit fees independent of the property taxes and expected at a full buildout because the magnitude of this is greater than the dollar values being discussed. Commissioner Seidel expressed struggling with this request because he needed more background information and to see the numbers with all the benefits, the cost and the history of the project and to provide the reasons why it is good to assist Mr. Bellows with doing stormwater on the streets.

Mayor Leary addressed the City's responsibility to put in infrastructure on City owned roads and asked about the benefit to the City with doing this. Mr. Attaway responded if the City is building the infrastructure with City funds then the advantage is Mr. Bellows is paying for half of it. Discussion ensued regarding the City's responsibility for paving the roads when property is annexed. Mayor Leary spoke about the City's responsibility for getting the Ravaudage roads up to basic standards but that Mr. Bellows is saying with the City's assistance he will get them to his higher standards by meeting him halfway and pay for what should be the City's responsibility anyway.

Budget Manager Peter Moore addressed the unrestricted portion of permit fees being about $1.5 million over the course of the buildout. Commissioner Weldon stated what is being proposed by staff is consistent with the sewer fees on a prior Commission.

Todd Weaver, 1051 Lake Bell Drive, asked if the developer on Lee Road currently going on Lake Killarney paid for a lift station and connection to the City's sewer.

No other public comments were made.

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

Upon a roll call vote on the main motion, Mayor Leary and Commissioners Sprinkel and Weldon voted yes. Commissioners Seidel and Cooper voted no. The motion carried with a 3-2 vote.

d. Establishment of a non-profit foundation to facilitate donations for improvements to the Winter Park community

City Manager Knight explained the intent is to allow citizens to contribute toward community improvement items. He provided the Articles of Incorporation and Bylaws needed to establish the entity. Mr. Knight answered questions of the Commission. Mayor Leary clarified that the board overseeing this should include a Commission member.

Motion made by Mayor Leary to approve this with the Mayor as President, the City Manager as Vice President, the Finance Director as Treasurer, and the Director of Planning and Community Development as Secretary; seconded by Commissioner Weldon. No public comments were made.

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

Recess

A recess was taken from 6:08 p.m. to 6:25 p.m.

Public Hearings:

a. ORDINANCE NO. 3080-17: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING A PORTION OF THE RIGHT OF WAY OF BENJAMIN AVENUE, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED IN EXHIBIT A; PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE Second Reading

Attorney Ardaman read the ordinance by title.

Motion made by Commissioner Sprinkel to adopt the ordinance; seconded by Commissioner Weldon. It was clarified that staff took care of the concern of the property owner present at the last meeting. No public comments were made. **Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.**

b. RESOLUTION NO. 2189-17: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE REQUIRED ASSURANCES INCLUDED WITHIN THIS RESOLUTION IN ACCOR DANCE WITH THE REQUISITE LIBRARY CONSTRUCTION GRANT REQUIREMENTS ESTABLISHED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION SERVICES, FOR THE PURPOSE OF SECURING A PUBLIC LIBRARY CONSTRUCTION GRANT; AND PROVIDING FOR AN EFFECTIVE DATE

Attorney Ardaman read the resolution by title.

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

c. ORDINANCE NO. 3081-17: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA REPEALING AND REPLACING ORDINANCE NO. 2981-14 AND THE CODE PROVISIONS ADOPTED THEREIN WITH A NEW SECTION 58-96 OF ARTICLE III OF CHAPTER 58, CITY OF WINTER PARK LAND DEVELOPMENT CODE TO PROHIBIT MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES WITHIN THE BOUNDARIES OF THE CITY AS AUTHORIZED BY SECTION 381.986, FLORIDA STATUTES; PROVIDING LEGISLATIVE FINDINGS; PROVIDING FOR CODIFICATION, MORATORIUM CONTIGENCY; SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE Second Reading

Attorney Ardaman read the ordinance by title.

Motion made by Commissioner Seidel to adopt the ordinance; seconded by Mayor Leary. No public comments were made. **Upon a roll call vote, Mayor Leary and Commissioners Seidel, Cooper and Weldon voted yes. Commissioner Sprinkel voted no. The motion carried with a 4-1 vote.**

d. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 40, ARTICLE IV OF THE CITY CODE REGARDING COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; IMPLEMENTING THE ADVANCED WIRELESS INFRASTRUCTURE DEPLOYMENT ACT; MAKING FACTUAL AND LEGISLATIVE FINDINGS; ADOPTING AND AMENDING CITY REGULATIONS RELATED TO, WITHOUT LIMITATION, PLACEMENT OF WIRELESS FACILITIES IN THE CITY'S RIGHTS-OF-WAY, COLOCATION OF SMALL WIRELESS FACILITIES ON EXISTING UTILITY POLES, PLACEMENT OF NEW UTILITY POLES, PERMITTING PROCEDURES AND REQUIREMENTS, AND FEES; OBJECTIVE DESIGN STANDARDS; PROVIDING AND INCORPORATING EXHIBITS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. First Reading

Attorney Ardaman read the ordinance by title. Attorney Rick Geller summarized the revisions to the ordinance provided after the packet was sent out.

After discussion if language can be put into the ordinance regarding the proximity of utility poles if different technology comes along, a provision will be incorporated into the ordinance 'in the event that technology is such that those shorter distances are not necessary and feasible the poles would have to be relocated' or similar language.

Motion made by Commissioner Weldon to accept the ordinance on first reading (with the inclusion of language regarding proximity of poles, the changes that Mr. Geller presented, and removing the first image described as Exhibit 12 on page 310 of the agenda packet); seconded by Commissioner Sprinkel. No public comments were made. **Upon a roll call vote, Mayor Leary and Commissioners Sei del, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.**

Commission budget discussion

City Manager Knight spoke about the spreadsheet previously provided to the Commission for them to add any changes they would like to make that was circulated to all the Commissioners. There was a consensus that the City Manager provides this again.

Commissioner Weldon stated he will follow up with Mr. Knight and Mr. Hamil on what they expect to happen by the end of the year to see what the City's cash position in the general fund is likely to be and what opportunities there may be to increase reserves above those budgeted for 2017 and then build that into the context of the 2018 budget. He also reiterated the points he made that are in the minutes from July 12 and that he agrees that we consider lowering the reserve threshold to 25%. The Reserves fund was discussed further and what percentage Commissioners would like it to be.

Commissioner Cooper addressed her budget issues: drainage in the Arbor Park area, updating the parks plan, management issue about the pedestrian/bike trails and connectivity, design standards for Orange Avenue, and participating with the traffic signalization on Aloma Avenue.

Commissioner Sprinkel addressed her preference of a 25% Reserves threshold and to provide to her a list of buildings the City cares for and a list of vehicles.

Commissioner Seidel addressed attending FDOT meetings and concerns with better communicating with FDOT and funding. Budget issues: parks plan, mobility plan and evaluations of intersections, and electric undergrounding.

Discussion ensued regarding the parks plan. Mayor Leary asked staff to provide a cost estimate on the existing plan. Commissioner Cooper asked to include what has already been accomplished.

Mayor Leary addressed meeting with police and fire and agreed with managing those expenses. He wanted to address budgetary concerns of the Commission but also provide the resources they need and to recruit the best.

Dan Peterson, representing James Madison Institute, 434 Valley Edge Drive, Clermont, spoke about the fiber proposal in the budget and provided information.

City Commission Reports:

a. Commissioner Seidel – No comments.

b. Commissioner Sprinkel – Asked about the outage yesterday whereby City Manager Knight addressed the power outage on Park Avenue.

c. Commissioner Cooper – Spoke about the urbanism issue advocating 11' travel lanes and how it affects buses on City streets and asked this be reviewed. Reported that the City of Altamonte has no debt, and that she appreciated our police and fire departments.

d. Commissioner Weldon – Spoke about how fast things are changing in the City and being appreciative that we have great opportunities in front of them, and about the quality of staff and work product they generate.

e. Mayor Leary – Thanked the Commission for their work on these agenda items and keeping the meetings civil. Thanked staff for what they do every day and to keep Jimm Walsh in their thoughts and prayers.

The meeting adjourned at 7:20 p.m.

Mayor Steve Leary

ATTEST:

City Clerk Cynthia S. Bonham, MMC

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME SEIDEL, GREGORY STEPHEN	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE WINTER PARK CITY COMMISSION
MAILING ADDRESS 1250 RICHMOND RD	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY WINTER PARK COUNTY ORANGE	NAME OF POLITICAL SUBDIVISION: CITY OF WINTER PARK
DATE ON WHICH VOTE OCCURRED AUGUST 14th, 2017	MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, GREGORY S. SEIDEL, hereby disclose that on AUGUST 14TH, 2017:

(a) A measure came or will come before my agency which (check one)

✓ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

9.b.5.

8/14/17
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

REGULAR MEETING OF THE CITY COMMISSION
July 24, 2017

The meeting of the Winter Park City Commission was called to order by Mayor Steve Leary, at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Rev. Weaver Blondin, Mt. Moriah Missionary Baptist Church followed by the Pledge of Allegiance.

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

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

Approval of the agenda

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

Mayor's Report

No report.

City Manager's Report

City Manager Knight addressed the policy regarding lake water levels and when the lakes are closed to boat traffic due to high water levels.

City Manager Knight explained the proposed quiet zones schedule.

City Attorney's Report

City Attorney Ardaman reported that the hearing on the memory care facility has been postponed and are still working toward a resolution.

Non-Action Item

No items.

Consent Agenda

a. Approve the minutes of July 10, 2017.
b. Approve the following contracts and formal solicitation:
   1. Piggyback contract of Orlando Utilities Commission Agreement No. 895, Water/Wastewater Material Alliance with HD Supply Waterworks and authorize the Mayor to execute contract.

2. Piggyback NCPA contract for Athletic Surfacing Systems Maintenance and Construction with The Nidy Sports Construction Company and authorize the Mayor to execute contract.
3. Award IFB-22-2017 – Brick Installation Services to JMD Global Developers for Brick Installation Services and authorize the Mayor to execute contract.

Commissioner Weldon spoke about his request to amend the minutes (emailed to the Commissioners prior to the meeting) that was changed for approval.

Motion made by Commissioner Cooper to approve the Consent Agenda (with Commissioner Weldon's changes to the minutes); seconded by Commissioner Sprinkel. No public comments were made. **The motion carried unanimously with a 5-0 vote.**

Action Items Requiring Discussion

a. Adoption of the tentative millage rate

City Manager Knight explained that this is the millage rate they give the Property Appraiser's office to be sent out in the TRIM notice to property owners in August. He explained that the Commission can lower the rate agreed to today but cannot increase the rate without an extraordinary notice process. He stated the balance budget provided is based on a 4.0923 millage rate as well as a debt service rate of 0.1597 mills for the Public Safety bonds and the new library bonds of 0.3536 mills. He asked for adoption of the tentative millage rate and the debt service rates.

Motion made by Commissioner Weldon that we reduce the operating millage rate from the requested 4.0923 to a number that reflects the reduction in total property tax revenue of $500,000 from the presented budget; seconded by Commissioner Sprinkel.

Motion made by Mayor Leary to approve the current millage rate of 4.0923; seconded by Commissioner Cooper.

No public comments were made.

Upon a roll call vote on the first motion to reduce the operating millage rate, Mayor Leary and Commissioners Seidel and Cooper voted no. Commissioners Sprinkel and Weldon voted yes. The motion failed with a 3-2 vote.

Upon a roll call vote on the second motion to adopt the current millage rate of 4.0923, Mayor Leary and Commissioners Seidel and Cooper voted yes. Commissioners Sprinkel and Weldon voted no. The motion carried with a 3-2 vote.

b. Ravaudage Road Reimbursement Strategy

Public Works Director Troy Attaway explained that the developer has requested the City reimburse him for road work being performed on existing roads in the City's right-of-way. The letter to Mr. Knight from Mr. Bellows regarding public right-of-way infrastructure (Exhibit A) and the memorandum from Mr. Attaway explaining the Ravaudage Road reimbursement strategy (Exhibit B) are attached.

Dan Bellows, representing Benjamin Partners, explained what he has accomplished to date in Ravaudage including the roads he built. He spoke about stormwater and sewer flow and the impact to the roads if the City is going to tear up the roads to put in potable and sanitary water. He spoke about the lack of on-street parking or sidewalks. He stated he will pay 100% of the cost for the 8 ½ feet of asphalt for on-street parking if he can get credit for the on-street parking. He asked to continue to work with staff to pay for the minimum standard of public right-of-way within Ravaudage.

Mr. Attaway and Mr. Bellows clarified questions of the Commission. Commissioner Weldon expressed concerns not to put the City at any risk to the taxpayers and to make sure the funds are available in order to make a contribution back to Mr. Bellows. He stated he is willing to work on commitments that would help Mr. Bellows but wanted to work on those to the extent that it is a proportionate share of the actual cost coming out of City dollars only after we have received the permit fees and related building fees as the remainder of Ravaudage is built out. He stated he is willing to table this and consider a scenario with the applicant that would be reasonable under the circumstances that would not put any City money at risk.

Commissioner Cooper commented about the requirement to do a cost benefit analysis when looking at any annexation and speaking with Orange County when this annexation came before them regarding expectations for infrastructure. She stated the developer has benefitted from Winter Park being here and we will benefit from this project in the way of taxation but the residents will have to deal with the congestion, impact on our schools and use of our parks over and above what we would normally have required from a developer. She stated the infrastructure for this project is a reasonable cost of development given the amount of density that is being projected in this development as compared to others. She stated she is not comfortable with that.

Motion made by Commissioner Weldon to table this pending discussion between staff and the applicant as to a scenario that may be possible to provide some assistance from the City provided the City is not at risk; seconded by Commissioner Seidel. No public comments were made. **The motion carried with a 4-1 vote with Commissioner Cooper voting no.**

Public Hearings:

a. RESOLUTION NO. 2188-17: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT ORDER FOR THE RAVAUDAGE DEVELOPMENT; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

Attorney Ardaman read the resolution by title. Planning Director Dori Stone summarized the proposed amendments. She addressed the request by the developer to convert some commercial and/or office square footage in his matrix into an assisted living/memory care facility; and other changes included in the redlined document provided. She spoke about the request for on-street parking. She asked that the Development Review Committee (DRC) be able to approve that request rather than allow on-street parking on public right-of-way which currently City code does not allow and to allow the DRC to review the on-street parking requests on a case by case basis.

Commissioner Cooper expressed wanting to make it clear that the developer cannot impact the parking next to any existing development that he does not own. There was further discussion regarding on-street parking within Ravaudage.

Motion made by Commissioner Sprinkel to adopt the resolution (approve the development order as presented) because staff is bringing us what they believe is a way that this can begin to move forward; seconded by Mayor Leary.

Motion amended by Commissioner Cooper to delete the changes recommended to item 12a and 12b; seconded by Commissioner Weldon.

Applicant Dan Bellows spoke about items 12a and 12b regarding on-street parking and the roads within Ravaudage that he has already built. He addressed the proposed memory care facility parking lacking seven parking spaces and trying to get this approved and let DRC analyze the value of the project and make the determination if on-street parking spaces would give him credit for the spaces he needs. He asked that this be amended to say 'at the discretion of DRC and only adjacent to fee simple owned property owned by Benjamin Partners'.

Lurline Fletcher, 811 English Court, spoke about action item b and asked why streets were closed off. Staff will speak with Ms. Fletcher on this issue.

Daniel Ansell, 1144 Park Green Place asked that when considering all the aspects of Ravaudage that the Commission tries to keep any eye on a real vision for the future.

The schedule for realigning Bennett Avenue was discussed. Mayor Leary disagreed with counting up to 300 parking spots toward the parking count.

Upon a roll call on the amendment to remove the changes to item 12a and 12b, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

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

b. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING A PORTION OF THE RIGHT OF WAY OF BENJAMIN AVENUE, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, OF THE PUBLIC RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED IN EXHIBIT A; PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE First Reading

Attorney Ardaman read the ordinance by title. Public Works Director Troy Attaway addressed the request to realign Benjamin Avenue further to the west to compensate for the right-of-way features that he constructed on his own property along 17/92. The request would vacate and abandon the eastern 17′ to 20′ of Benjamin Avenue between Glendon Parkway and Morgan Lane in order to provide additional debt to the buildable lots and compensate for the 20′ of wide sidewalk and green space the developer set aside along the 17/92 frontage of the lots. He addressed the private property along the west side of Benjamin that will accommodate part of the on-street parking lane and sidewalk along the western side of the proposed Benjamin Avenue.

Applicant Dan Bellows, Benjamin Partners, 411 West New England Avenue, explained that he set aside 6′ of private property which is sodded and maintained by him and signed a document that the county is holding so if they in the future (or FDOT or the City) wants to do something special on 17/92 they can take the 6′. He spoke about the 15′ sidewalk he built and setting aside 21′ of his property to be pedestrian friendly. He further elaborated on what he is proposing.

Lurline Fletcher, 811 English Court, spoke in opposition to swapping property.

Douglas Loft, Jericho Properties, 1231 Kindel Avenue, spoke in opposition to the changes and asked for assurances to keep the parking as it currently is at his property. Mr. Loft's property was discussed. Planning Director Dori Stone stated the property in front of Mr. Loft's property on Benjamin stays as public right-of-way and he can continue to have his driveway and public access.

Commissioner Cooper commented that with the most recent change to the development order, Glendon Parkway and 17/92 will now be the signalized intersection and that Benjamin Avenue runs into Glendon Parkway and will function more smoothly with wider travel lanes and straight alignment. She spoke about being uncomfortable losing right-of-way width or negatively impacting adjacent property owners.

Motion made by Commissioner Sprinkel to accept the ordinance on first reading; seconded by Commissioner Weldon. Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel and Weldon voted yes. Commissioner Cooper voted no. The motion carried with a 4-1 vote.

PUBLIC COMMENTS (ITEMS NOT ON THE AGENDA)

Shawn Shaffer, Winter Park Library, provided copies of their 2016 Annual Report and expressed their appreciation for the support they receive from the City.

Lurline Fletcher, 811 English Court, inquired about the Waste Pro schedule as her community yard waste is not being picked up weekly. Staff will look into this.

Tony Ansell, 1144 Park Green Place, suggested that some of the stained glass in the Morse Museum in storage be displayed in the new library. Her suggestion was welcomed.

Recess

A recess was taken from 5:23 – 5:41 p.m.

c. ORDINANCE NO. 3079-17: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE CONVEYANCE OF THE CITY OWNED PROPERTY LOCATED AT 301 WEST COMSTOCK AVENUE PURSUANT TO THE PROPOSAL ATTACHED HERETO AS EXHIBIT "B"; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE Second Reading

Attorney Ardaman read the ordinance by title.

Motion made by Commissioner Sprinkel to adopt the ordinance; seconded by Commissioner Weldon. No public comments were made. **Upon a roll call vote, Mayor Leary and Commissioners Sprinkel and Weldon voted yes. Commissioners Seidel and Cooper voted no. The motion carried with a 3-2 vote.**

d. Request of David Weekley Homes LLC: Subdivision approval to split the property at 1935 Woodcrest Drive, zoned R-3, into four single family lots.

Planning Manager Jeff Briggs explained the request that came with three conditions. He stated the applicant answered all the questions of the residents to their satisfaction at the Planning and Zoning Board meeting who recommended approval of the request.

Neel Shivcharran, David Weekley Homes stated they will comply with the request from Urban Forestry to save almost all the trees in the front portion of the lots with the exception of one cluster.

Motion made by Commissioner Cooper to approve the request with the three conditions; seconded by Commissioner Sprinkel. Upon a roll call vote, Mayor Leary and Commissioners Seidel, Sprinkel, Cooper and Weldon voted yes. The motion carried unanimously with a 5-0 vote.

e. Request of Interplan: Conditional use approval to build a 2,782 Square foot, PDQ restaurant with a drive-thru on the current vacant Seacoast Bank site, zoned C-3, at 925 S. Orlando Avenue on the southwest corner of Minnesota and Orlando Avenue.

Planning Manager Jeff Briggs addressed this item. He stated there are no noise issues with the drive-thru that is located as far away from the intersection as possible because of the traffic in that area. He further spoke about the traffic movement in the area of Minnesota Avenue and condition #4 that the applicant have a traffic engineer study the turning movements to see if anything can be done to help with this. He addressed the P&Z Board discussing the type of sign to go there and that they did not make a decision on that so that portion of request was tabled and will be determined later unless the Commission makes that decision.

Commissioner Cooper stated she is not comfortable putting a drive-thru on the corner of Minnesota and Orlando Avenue because of the existing traffic problems.

Commissioner Seidel expressed his preference to table this until a traffic engineer does an analysis and inform them of the impacts to that intersection, especially with regards to the turn lane.

Motion made by Commissioner Sprinkel to approve the conditional use request with the existing four conditions, seconded by Commissioner Weldon.

Chris Blurton, Interplan LLC, 604 Cortland Street, Orlando, representing the applicant, addressed the current drive-thru at the bank that is a person to person drive-thru without a speaker box. He stated they are going back to the P&Z Board with the traffic study and see if they can make any recommendations to improve traffic flow at Minnesota and 17/92 and anything that is recommended they will follow through with staff and make sure they are followed.

Commissioner Cooper asked Mr. Blurton about the monument versus pylon sign. He addressed staff's recommendation of the monument sign and a smaller sign than code allows. He stated he believed the applicant would be willing to provide one of those but not sure they would be willing to apply both signs to the site and would like to work with staff more closely to determine which option to do.

No public comments were made.

Mayor Leary expressed concerns with the traffic at that location and the drive-thru possibly creating a backup.

Motion made by Commissioner Seidel to table until a professional engineer evaluates the impact to the traffic in the intersection and provide an unbiased review of it); seconded by Commissioner Cooper.

Commissioner Cooper withdrew her second to allow for discussion. Commissioner Sprinkel spoke about the drive-thru currently there and did not see a major problem there because of current businesses already bringing traffic.

Commissioner Weldon commented that the applicant can open a restaurant without coming to them without a drive-thru and they are being penalized because of the drive-thru request and they are willing to take the risk with having their business there knowing the traffic circumstances. He stated he is not in favor of tabling this and wanted to approve it with the four P&Z conditions. Mayor Leary expressed his struggle with the possible traffic problems on Minnesota.

Motion made by Commissioner Cooper to table until the applicant brings back to staff and staff is comfortable with a traffic study for this project; seconded by Commissioner Seidel. Upon a roll call vote, Commissioners Seidel and Cooper voted yes. Mayor Leary and Commissioners Sprinkel and Weldon voted no. The motion failed with a 3-2 vote.

Motion made by Commissioner Cooper to deny, seconded by Commissioner Seidel. Motion withdrawn.

Mr. Blurton stated this is a preliminary site plan that will change depending on what the traffic engineer tells them. After further comments as to what Commissioners want to see in the traffic study, the applicant withdrew his application for consideration at this time to resubmit at a future time after doing the traffic study.

f. Request of Mr. and Mrs. Seidel and the 1234 Lakeview Trust: Amend a previous lot consolidation approval and use restriction declaration to allow the lakefront portion of the property serving 1251 Lakeview Drive (now located between the homes at 1234 Lakeview Drive and 1270 Lakeview Drive) to be relocated to the north.

Planning Manager Jeff Briggs explained the request. Commissioner Seidel submitted Form 8, Conflict of Interest and did not vote.

Motion made by Commissioner Cooper to approve the request; seconded by Commissioner Weldon. No public comments were made. **Upon a roll call vote, Mayor Leary and Commissioners Sprinkel, Cooper and Weldon voted yes. The motion carried with a 4-0 vote with Commissioner Seidel abstaining from voting.**

g. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA REPEALING AND REPLACING ORDINANCE NO. 2981-14 AND THE CODE PROVISIONS ADOPTED THEREIN WITH A NEW SECTION 58-96 OF ARTICLE III OF CHAPTER 58, CITY OF WINTER PARK LAND DEVELOPMENT CODE TO PROHIBIT MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES WITHIN THE BOUNDARIES OF THE CITY AS AUTHORIZED BY SECTION 381.986, FLORIDA STATUTES; PROVIDING LEGISLATIVE FINDINGS; PROVIDING FOR CODIFICATION, MORATORIUM

CONTIGENCY; SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE First Reading

Attorney Ardaman read the ordinance by title. Planning Manager Jeff Briggs explained the ordinance that replaces the existing regulations and that the City can always come back later and amend the ordinance after they see what other cities have done.

Motion made by Commissioner Cooper to accept the ordinance on first reading; seconded by Commissioner Weldon.

Commissioner Weldon stated he is comfortable allowing medical marijuana as in our existing ordinance which allows dispensaries within our industrial zoning. He noted that he is disappointed in the state for throwing this to the City. He spoke about the dispensaries nearby and that he is not for or against medical marijuana as a political issue but is for what is right for the City.

Commissioner Seidel wanted to wait a year and see what happens elsewhere in the area to determine whether or not they want to change the ordinance. No public comments were made.

Upon a roll call vote, Mayor Leary and Commissioners Seidel, Cooper and Weldon voted yes. Commissioner Sprinkel voted no. The motion carried with a 4-1 vote.

City Commission Reports:

a. Commissioner Seidel – Spoke about attending a Team Florida meeting in Boca Raton where they are implementing smart transportation because of their population and that the fiber optic network being discussed in the budget seems to be the backbone of what a lot are doing in the smart transportation. He hoped that the public will be active in our budget discussions.

b. Commissioner Sprinkel – No report.

c. Commissioner Cooper – Expressed her interest in the Orange Avenue design guidelines coming forward. She congratulated Lena Peterson on her retirement and congratulated Brenda Moody for replacing Lena. She addressed the Tanglewood/Temple Terrace drainage issues that need a resolution.

d. Commissioner Weldon – He spoke about better communicating with the citizens. He stated there are some things that could be included in the quarterly newsletter that are factual to help educate the public and asked to consider this. He stated he has a list of what may be good for the community to help them better understand what the Commission faces every day as to the constraints they have to live within as to how our government functions and works.

e. Mayor Leary – No report.

The meeting adjourned at 6:32 p.m.

Mayor Steve Leary

ATTEST:

City Clerk Cynthia S. Bonham, MMC

Exhibit A

Mr. Randy Knight, City Manager July 13, 2017

City of Winter Park

401 Park ave South

Winter Park, Fla 32789

Re: Public Right of way infrastructure

Home Acres subdivision/Ravaudage PD

Dear Mr. Knight,

Benjamin Partners, ltd has been working on the redevelopment of approximately fifty (50) acres of land within the Home acres subdivision for the past Fifteen years. During this time BP has completed over 180 closings of assemblage, entitled the project, set aside approximately three (3) acres of land for a master phase one storm system that never existed in the subdivision for the retention, treatment and discharge of both **public** and **private** storm water runoff. Another five (5) acres is being set aside for the phase two master storm system. BP was unable to get the support for the Ravaudage interlocal agreement that went hand in hand with the Ravaduage approved CDD therefore the CDD was terminated.

The city commission later approved and authorized the public works department to utilize development impact fee's from building permits within Ravaudage to be used towards the installation of an up graded potable water system and the new in some cases and up graded in other cases sanitary system within the public right of way. Both potable and sanitary upgrades and installation continue today.

To date BP has spent $3,300,000.00 on the public right of way improvements to Lewis Drive, the new Morgan Lane, the corner fountain and Master storm water system within the home acres subdivision, excluding land cost.

It is my opinion that BP was a team player in assisting the city of Winter Park to modify the electric territorial agreement with Florida power so that Winter Park could serve all of Ravaduage. There are some tweaks to the service limits still being worked on today to the benefit of Winter Park.

What was once a possibility is now a reality with the development currently taking place within Ravuadage:

Ale House - $4,500,000.

The Gardens at Ravaudage - $6,500,000.

Broadstone Apartments (268 units) - $56,000,000.

Coming next:

Bainbridge apartment (278 units) - $48,000,000.

Mixed use Self Storage - $8,000,000.

Watercrest Memory care/ALF - $12,000,000.

There are more exciting projects in development.

The Ask

When Winter Park annexed thirty seven acres of new land thirteen prior acres back into the city limits from Orange County it received several existing public roadways: Bennett ave, Lewis Drive and Glendon Parkway. It is my position that the city voluntarily annexed these public roadways within the Home acres subdivision and that the city as they do elsewhere when they annex public roadways should maintain said public roadways to the Winter Park minimum standard.

Bennett ave: Travel Lanes are in good condition for the most part. Does the city want sidewalks or Storm Water along any part of Bennett ave? Benjamin Partners, Ltd is prepared to pay for new on Street parking on the East side of Bennett

abutting the Bainbridge and Watercrest projects if BP gets credit for the on street parking. I would think this is a good benefit for the city. BP is asking the city to pay 100% the cost of any storm system installed along Bennett ave and where BP is receiving the flow into its private pond for treatment. **Still pricing at this time.**

Lewis Drive: Between Glendon Parkway and Monroe ave has some issues to include drainage and the fact that public works wants to install a new potable water system and Sanitary line within this right of way so they can divert the sanitary flow West of Hwy 17/92 instead of the current Eastern flow. BP is asking the city to pay 100 % of any restoration of the travel lanes and decide if they want to up grade the storm system at that time. Currently the storm water goes untreated into Gem Lake/Park Lake/Lake Maitland. BP is requesting the city pay 100% of any storm upgrades along Lewis Drive if the flow is going into the private pond for treatment. BP is willing to pay for the on street parking if it gets credit for the on street parking. BP is requesting the city pay the cost of a 4' sidewalk and BP will pay for 6' of sidewalk so as to maintain a 10' pedestrian sidewalk detail with street tree's. **Still pricing at this time**.

Glendon Parkway: The city acquired this roadway in a unacceptable state from the County. This is a main public roadway from Hwy 17/92 to Bennett ave that serves the Parkgreen homeowners, the Winter Park housing authority and the Monroe ave Nursing home all in Winter Park. Public works is installing a upgraded potable water and sanitary system along Glendon Parkway from Hwy 17/92 to just short of Bennett ave. The existing roadway material does not meet the current city minimum standard. BP is requesting that the City pay the cost of 100% of the installation of the correct travel lane material after the installation of the potable water and sanitary is complete. I believe the city should pay 100% of the cost of any storm water to be added along Glendon Parkway if the flow is going into the private pond for treatment. BP is willing to pay for the on street parking if it gets credit for the on street parking. BP is requesting that the city pay the cost of a 4' sidewalk and BP will pay for 6' of sidewalk so as to maintain a 10' pedestrian sidewalk detail with street tree's. **Total cost: $848,000.00 Roadway, stormwater, sidewalks.** Less the cost of on street parking and 6' of sidewalk.

Loren ave Ext: BP is asking the city to pay 50% of the cost for this project. Based on Back of Sidewalk to back of sidewalk. This road is replacing a lessor quality roadway and upgrading the stormwater run off collection for this area of roadway. **Total cost: $231,000.00 Split 50/50**

Bennett ave realignment: BP is asking the city to pay 100% of this project based on back of sidewalk to back of sidewalk. Note that BP is giving up 100% fee simple ownership of the existing private realignment land area and unlike the Loren ave ext, not getting a equal parcel in return. **Pending final city approval before pricing.**

Monroe Ave: BP believes the city should restore any part of the Maitland R/W disturbed by the public works sanitary project to the new lift station.

Street Lighting: I am to understand the city agrees to install the minimum standard lighting along the public roadways at no cost to the abutting property owners. If a decorative lighting program is desired the city has a decorative lighting program which BP understands this program and process.

Respectfully submitted,

Daniel B. Bellows

Exhibit B

MEMORANDUM

FROM: TROY ATTAWAY

DATE: June 27, 2017

SUBJECT: Ravaudage Road Reimbursement Strategy

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

The developer of Ravaudage, a roughly 50 acre PD located in the north west quadrant of the Lee road/17-92 intersection, has requested the City reimburse him for road work being performed on existing roads in City's right of way. The purpose of this memo is to outline a methodology to assess potential reimbursement.

Background:
The Ravaudage area was originally platted as single family residential except with commercial along Lee Road and 17-92 frontages. The interior roads, including Benjamin, Lewis, Loren, Glendon Pkwy and Kindle were dirt roads for a long time prior to the County paving them with various methods over the past 10 years or so. There was no curb, sidewalk and limited drainage inlets provided, however there are no known drainage problems as this basin flows primarily to the west into a large trunk line under Bennet road. The developer proposes to redevelop the area into commercial/office/multifamily residential land uses with wide sidewalks, drainage inlets, curbing and on street parking.

Seeing as the developer and the City benefit from these improvements, the developer has asked the City to reimburse him for these planned/installed improvements.

Basis/Assumptions:

- The existing internal roads should be removed completely due to questionable construction methods.
- Roads will serve commercial/office/multifamily land uses
- Minimum roadway width is 22' asphalt
- All roads to have curb/gutter on both sides
- All roads will need drainage including inlets and pipes. Design assumption is 18" pipe continuous with 2 inlets every 500'.
- Continuous sidewalk, 6' wide, is to be provided on both sides
- City will contribute towards the cost of treating the storm water runoff generated from the city's right-of-way
- City Roads eligible for this are: Benjamin Avenue, Kindle from Benjamin to 17-92, Glendon Parkway, Lewis Avenue and Loren north of Glendon

City will reimburse the developer for 50% of the reasonable sub-contractor costs as outlined below:

Department of Public Works
407-599-3233 ϖ 407-599-3417 Fax

www.cityofwinterpark.org

Remove/dispose existing road	$6/SY	$13.30/centerline foot (CLF)
Subgrade/base install	$20/SY	$49.00/CLF
Curbing	$12/LF	$24.00/CLF
Drainage pipe & inlets		$50.00/CLF
Asphalt	$10/SY	$24.40/CLF
Sidewalk	$3/SF	$36.00/CLF
Striping/misc.	10% of subtotal	
Total generalized cost		$216.00/CLF
City contribution (50% of total)		$108.00/CLF
Contribution for stormwater treatment		$29.00/CLF
Total City contribution		$137.00/CLF

In summary, for every 1000' of roadway constructed to assumptions above, City will contribute $137,000.

Bennett Avenue is a different scenario and can be addressed once the extent of work is known but will follow similar approach of 50% of subcontractor costs along with stormwater treatment contribution for portion of roadway treated.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME SEIDER, GREGORY STEPHEN	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE WINTER PARK
MAILING ADDRESS 1250 RICHMOND RD	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY WINTER PARK COUNTY ORANGE	NAME OF POLITICAL SUBDIVISION: WINTER PARK
DATE ON WHICH VOTE OCCURRED 7/24/17	MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, GREGORY S. SEIDEL, hereby disclose that on JULY 24, 20 17:

(a) A measure came or will come before my agency which (check one)

X inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

11 f

7/24/17
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

City Commission

agenda item

item type	meeting date
Public Hearings: Quasi-Judicial Matters	December 13, 2023
prepared by	**approved by**
John Harbilas, Senior Planner	Randy Knight, City Manager

subject

Request of Robert Lazarus, on behalf of the property owner Thomas Family Trust, for: Subdivision approval to split the property at 627 Country Club Drive, into two residential lots for single-family homes.

motion | recommendation

Staff recommendation is for approval.

background

Robert Lazarus (agent) is requesting to subdivide the 0.34 acre property at 627 Country Club Drive, in order to develop two new single-family homes.
The property is currently zoned R-2, and backs up to Office zoned properties to the north which face Lee Road. To the south east, is another single family home, which shares a similar R-2 zoning.

Zoning Test:
The property, when subdivided, would have two lots (Lot 1A and 1B), at 50 feet wide each. Both lots would face Country Club Drive. Lot 1A would be 6,615 square feet and Lot 1B would be 7,975 square feet.

The R-2 zoning requires a minimum of 50 feet for interior lots, as well as 6,000 square feet of lot area. Both lots then meet or exceed the minimum requirements for both lot width and lot area and no lot dimension variances are requested.

Lot Conformance to Subdivision Code Test:
The Subdivision Code or Lot Conformance Test in the Subdivision Regulations is intended to determine if the proposed lots are comparable to the existing neighboring lot size and character, which the Code defines as the other properties within a 500-foot radius.

Sec 58-377 (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."

There are 23 other homes within this immediate 500-foot radius neighborhood, with the same R-2 zoning. The average lot width is 52-feet, and the median lot width is 57-feet. The average lot size is 8,174 square feet, and the median lot size is 6,926 square feet. While both proposed lots fall near or below the middle of the spectrum, it should be recognized that half the properties examined are deep lakefront lots, along with two other lots that exceed 100ft in width, which skews the numbers. Furthermore, the subject property is predominantly surrounded by office uses, similar to those along Ellen Drive, which are similar in size to the proposed lots.

Development Plans:
The site plans and elevations for the new homes are included in the packet, which depicts a two-story structure on each lot. Lot 1A proposes a 3,320 square foot home, which is a floor area ratio of 48% versus the code maximum of 55%. The impervious coverage shown is 3,700 sf which is 54.3% versus the maximum of 65%. Lot 1B proposes a 3,312 square foot home, which is a floor area ratio of 41% versus the code maximum of 55%. The impervious coverage shown is 4,100 sf which is 51.3% versus the maximum of 65%. Both homes conform to the standard zoning setbacks.

Summary:
Because both lots conform to the Zoning Test, and both lots generally conform to the Subdivision Code Test, staff is recommending approval of this request. This item was heard by the Planning & Zoning Board in November of 2023, and was reccommended for approval.

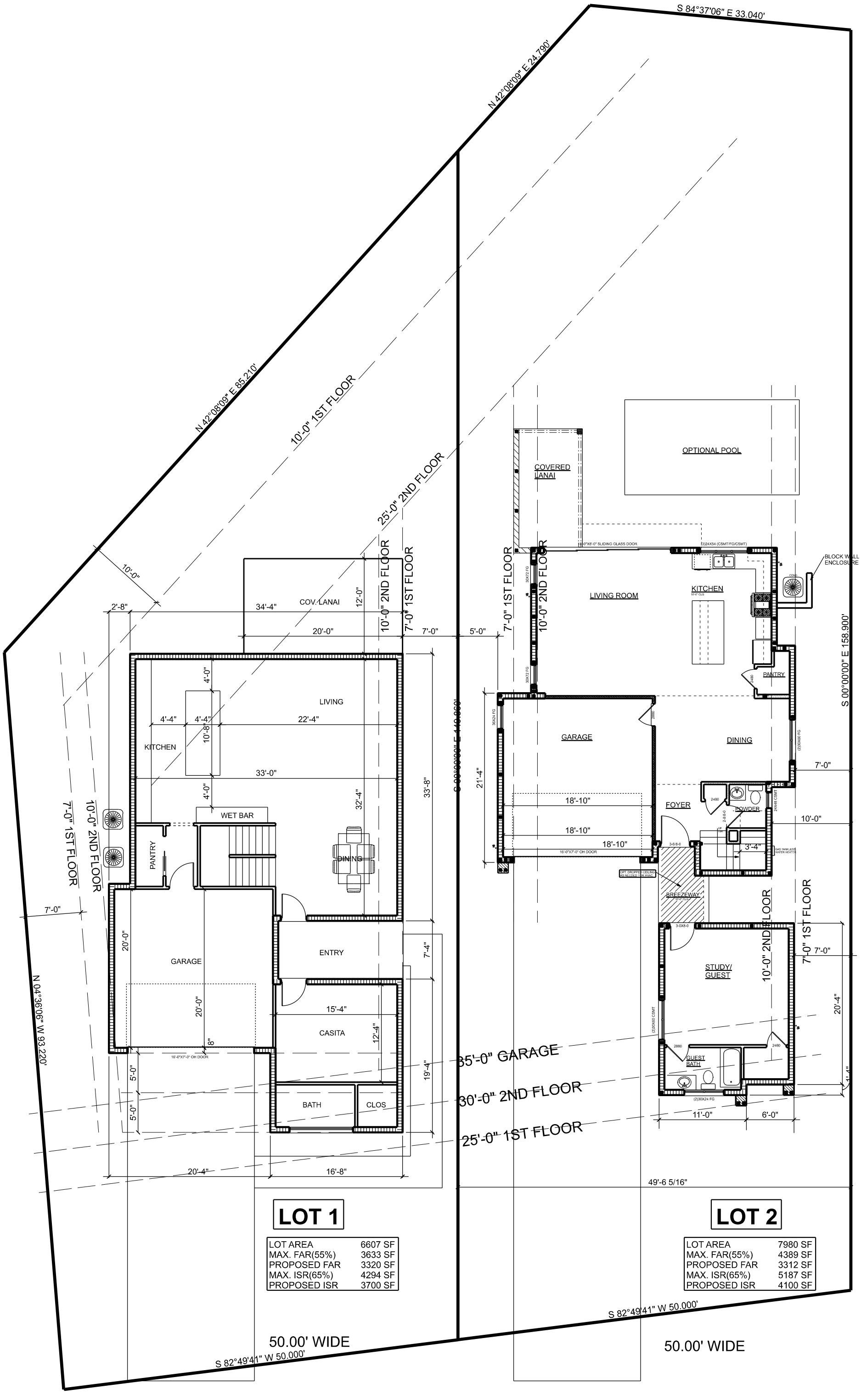
strategic objectives

alternatives | other considerations

fiscal impact

attachments

1. Site Plan with zoning info
2. 627 Country Club elevations
3. Location maps - 627 Country Club



LOT 1

LOT AREA	6607 SF
MAX. FAR(55%)	3633 SF
PROPOSED FAR	3320 SF
MAX. ISR(65%)	4294 SF
PROPOSED ISR	3700 SF

LOT 2

LOT AREA	7980 SF
MAX. FAR(55%)	4389 SF
PROPOSED FAR	3312 SF
MAX. ISR(65%)	5187 SF
PROPOSED ISR	4100 SF

LOT 1A FRONT ELEVATION

SCALE: 1/4" = 1'-0"

LOT 1B FRONT ELEVATION

SCALE: 1/4" = 1'-0"

Aerial Map - 627 County Club Dr

11/1/2023, 3:53:12 PM

Parcels

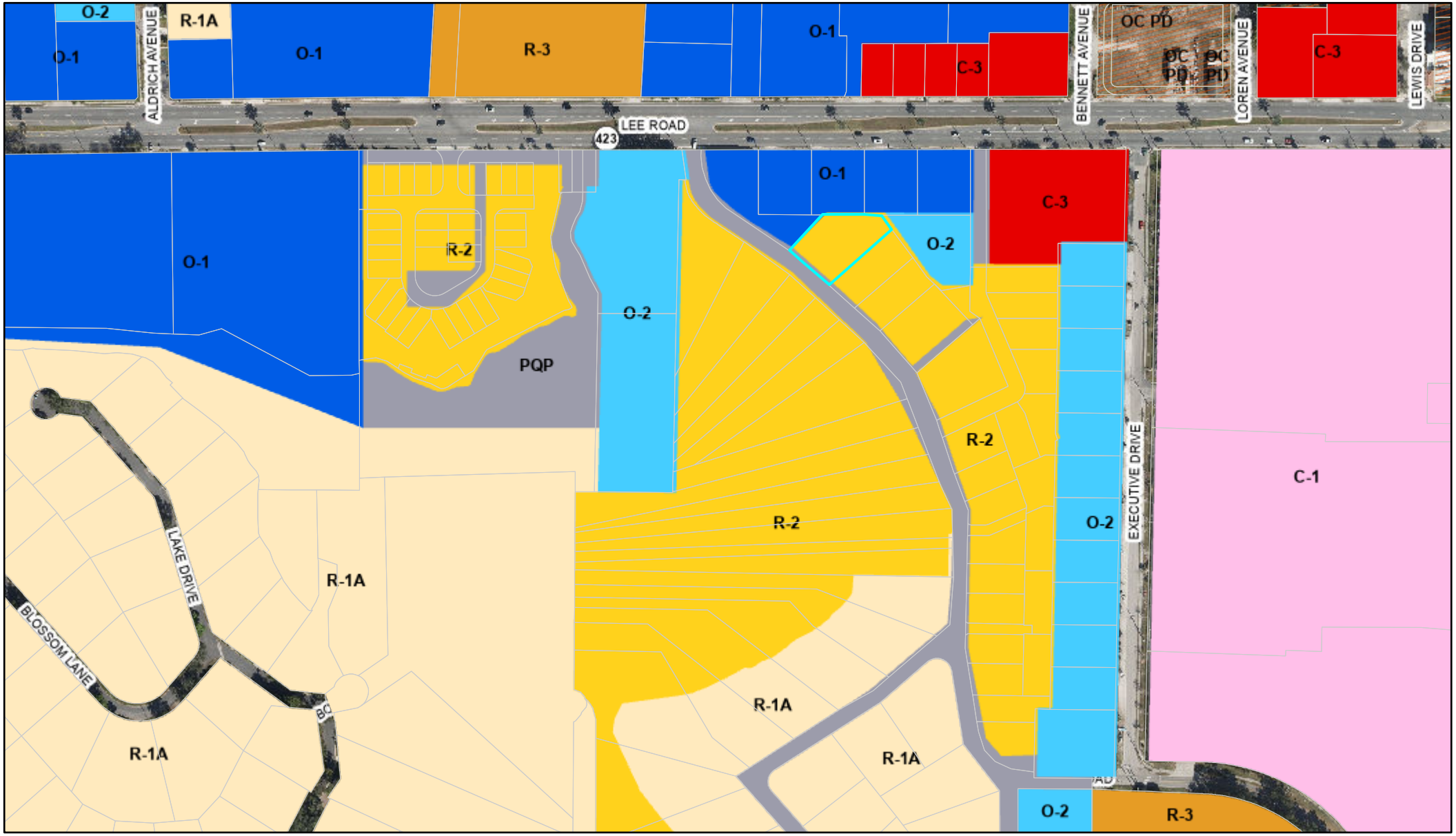
1:3,000

0 0.03 0.05 0.1 mi

0 0.04 0.08 0.16 km

The sample data is provided courtesy of the Fort Pierce, Florida Utilities Authority. It is a snapshot of the data for demonstration purposes only. | Orange County Property Appraiser's Office |

Zoning Map



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C-1
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R-1A
R-2
R-3

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0 0.03 0.05 0.1 mi

0 0.04 0.08 0.16 km

The sample data is provided courtesy of the Fort Pierce, Florida Utilities Authority. It is a snapshot of the data for demonstration purposes only. | Orange County Property Appraiser's Office |

City Commission

agenda item

item type	meeting date
Public Hearings: Quasi-Judicial Matters	December 13, 2023
prepared by	**approved by**
Jeffrey Briggs, Director of Planning and Zoning	Randy Knight, City Manager

subject

1. Ordinance 3287-23 - Amending the Comprehensive Plan Future Land Use designation from Institutional to Medium Density Residential to be consistent with the R-3 zoning of the properties (2nd reading - Continued from November 8, 2023).
2. Conditional Use approval for a two-story, 53-unit multi-family project on the properties at 821 & 831 W. Swoope Ave. and 800, 810 & 830 W. Webster Ave.

motion | recommendation

The Planning and Zoning Board recommended unanimously to approve the Ordinance to change the future land use designation from Institutional to Medium Density Residential.
The Planning and Zoning Board recommended approval by a 3-2 vote for the Conditional Use for a 53 unit multi-family development subject to the following conditions:

1. That the five parcels be combined into one replat inclusive of utility easements necessary and that the single-family units be shown as individual lots, so that if there is a desire by current or future owners to sell those individually, it is platted for such.
2. That there be no physical improvements within a 20-foot radius of the three existing live oak trees in the interior of the project. Initial pruning/limb removals shall be done under the supervision of the City's forestry staff.
3. That the project shall use at least 4 architectural styles from the attached "Style Inspiration" front elevations on the 14 single unit buildings along the Capen and Swoope Avenue frontage, repeating a style no more than twice. In the event that a style is repeated, it shall include a different colored pallet.
4. That the landscape plans for the two new surface retention areas include new cypress trees and perimeter fakahatchee or muhly grass/hedging on the sides with vehicular frontage.

background

The City Commission tabled these requests at your last meeting on November 8, 2023. In response to the commentary by the City Commission, the site plan has been modified. The

first attachment shows this new site plan. The applicant has changed the two triplex townhouses in the previous site plan, that fronted on Swoope Avenue to become five single family houses, losing one unit from that change. The applicant also changed from the previous site plan, the 5-unit townhouse building on the Webster Avenue frontage to become one single family house fronting the street and a 3-unit townhouse behind, again losing one unit. In order to maintain the same 53 unit density, the applicant reduced the square footage and width of the single family homes fronting on Capen Avenue in order to add two more units (7 units to 9 units) making up for the lost units.

The revised site plan also now shows the five on-street parking spaces that will be created by the applicant. The new site plan also shows the new driveway design on Webster with a raised median to accommodate those access concerns. The rest of the staff report below is a repeat from the first public hearing.

These requests were heard by the Planning and Zoning Board at an August 1, 2023 public hearing after the city-wide notice. The change to the Comprehensive Plan future land use map from Institutional to Medium Density Residential to match the existing R-3 zoning was approved at that August 1st meeting, but the Conditional Use portion of the request was tabled at the request of the applicant in order to respond to the concerns voiced at the meeting. Those issues were adequate separation for preservation of live oaks, compatibility with the adjacent single-family neighborhood via single-unit buildings along Capen Avenue with architectural diversity and sufficiency of storm water retention given the special flood hazard location of the project. (Changes were subsequently made to address these issues)

The Conditional Use request was reheard by the Planning and Zoning Board On October 3, 2023 at a public hearing after mailed notices were sent to all property owners within 1.500 feet. The applicant responded to the previous topics of concern in the following ways:

1. The site plan has been modified to provide a 20-foot setback separation, as requested, for all project construction in order to provide adequate separation in order to preserve the three major interior live oak trees.
2. There have been modifications to the storm water retention plans to create two new surface swale retention areas in order to achieve 3 inches of storm water retention versus the code requirement for 2 inches in recognition of the special flood hazard area that this project will contribute to.
3. There also have been changes to address the single-family orientation of the project along Capen Avenue, including architectural diversity.

Background Details:

The Patmos Chapel Seventh Day Adventist Church occupied the 4.51 acres of the subject property from 1978 until July 2019, when it was sold to Metro Winter Park LLC. The site has been zoned R-3 since 1971 but has an Institutional future land use designation based upon the previous church sanctuary use. The property owner is requesting a change to future land use designation to match the existing R-3 zoning and conditional use approval for a 53 unit rental community.

Project Details:
The plans submitted detail the demolition of the existing church sanctuary building and the proposed redevelopment of the unified 4.5-acre property via the site plan layout, parking and circulation, stormwater, landscaping and architectural details provided in their application for the proposed 53-unit townhome complex. Generally, the project conforms to the land development code requirements for this R-3 zoned property.

Given that this is a large 4.5-acre site, the development statistics are significant and scale. The 53 townhouses are all mostly 3-bedroom units of 2,219 sq. ft. per unit, inclusive of two-car garages for each unit. The three-story building units are 2.333 sq. ft. each. The single-family units along Capen Avenue would average 3,039 sq. ft. Cumulatively, this is a project of 124,000 square feet of building floor space. The impervious coverage will be 135,247 sq. ft. or 3.1 acres of buildings, drives, parking, etc. Parking is within two-car garages for each unit and exterior guest parking spaces, which meets the 21/2 spaces per unit requirement.

Conditional Use Approval:
The City Code requires that for projects over 10,000 sq. ft., a property owner cannot rely just upon meeting the code as the sole determinant of the ability to proceed. Instead, these projects require an additional Conditional Use approval to be granted that assesses the context and appropriateness of the project, the project impacts, and the compatibility of the project. In order for there to be equitable treatment of all conditional use requests, there are standards for approval of conditional uses that are outlined in Section 58-090 (j). Generally, the project now meets the 12 standards outlined in that section, subject to conformance to staff's conditions of approval.

Conditional Use Standards Discussed at the August 1st P&Z Meeting Compatibility:
Conditional Use standard #5 states "that the building size, floor area ratio, height and mass are compatible with the zoning code requirements and "consistent with the scale and character of the immediate neighborhood" This proposed site plan and building configuration is not "consistent with the scale and character of the immediate neighborhood". To the west of this site, there are two single family homes and also three significant multifamily apartment projects, including the 24 units of 'The Oaks' operated by the Center for Independent Living, the 52 units of Tranquil Terrace operated by the Winter Park Housing Authority and the 180 units of the Village Park senior housing. Based on that orientation, these 53-units would be compatible. However, to the north, east, or south of the proposed project, the scale and character of that immediate neighborhood is exclusively one-story single-family homes. Webster Avenue is entirely single-family residential. Capen Avenue is entirely singlefamily residential. From a statistical analysis, the "immediate neighborhood", as a 500-foot radius (the same as is done for zoning notices), reveals that 84% of the properties in that immediate neighborhood are single-family residential. Looking not just at parcel numbers but at the percentage of land use (because apartments cover more land), the statistical analysis reveals that 61% of the immediate neighborhood is single family residential.

When this project was first submitted to P&Z, it had six duplex townhouse buildings along the Capen Avenue frontage. The project now has seven individual single-family buildings on approximately 44-foot wide 'lots'. There is a new storm water retention area on the corner occupying 65 feet of the frontage. These seven single family units will mimic a single-family

orientation with architectural diversity, as is typical of the city's single-family neighborhoods. All seven houses are two-stories, with the same building width and footage. That makes architectural diversity even more important and thus the condition of approval recommended insuring such diversity. The standards for conditional use approval to achieve compatibility require single family diversity on this 18% of the project site, as staff's condition of approval will require. Storm Water Retention: Conditional Use standard #12 states that "the proposed use does not create through….stormwater runoff, any conditions that….negatively impact …the surrounding neighborhood". In order to maximize the density yield for this project, most of the 3.1 acres of impervious surfaces are proposed to be accommodated for stormwater retention via an underground storm water exfiltration system, but the project now has two newly added surface swale areas. Those combined retention systems will now hold 3.0 inches of rainfall versus the minimum code requirement for 2 inches. This will help limit the overflow downstream that flows to an area of special flood hazard.

Parking and Traffic Safety:
At the August P&Z meeting, concerns were raised about the adequacy of on-site parking and the impact of the design upon off-site on-street parking. Parking is provided for each unit with a two-car garage and there is also visitor parking provided in order to meet the 2 1/2 spaces per Code. Parking on-site in multi-family projects is especially challenging because there is no way to force owners/renters to park in their two-car garages, instead of filling the garage partly or entirely with 'stuff'. As a result, the residents park outside in the visitor spaces or on the adjacent streets. You can't force residents to park in the garage unless there is absolutely no other alternative. As a result, where permitted, the City can expect to see many of these resident cars parked on Capen, Swoope and Callahan Avenues.

strategic objectives

alternatives | other considerations

fiscal impact

attachments

1. Ordinance 3287-23
2. Zoomed Out Aerial
3. Map and Aerial
4. FINAL COLORED SITE PLAN for Dec. 13. 2023 Meeting
5. Architectural Inspiration for Single Family Homes
6. Winter Park Commons Development Plans October

ORDINANCE 3287-23

AN ORDINANCE OF THE CITY OF WINTER PARK AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FROM AN INSTITUTIONAL FUTURE LAND USE DESIGNATION TO A MEDIUM DENSITY RESIDENTIAL DESIGNATION ON THE FORMER PATMOS CHAPEL PROPERTIES AT 821 & 831 W. SWOOPE AVENUE AND 800, 810 & 830 W. WEBSTER AVENUE IN ORDER TO MATCH THE EXISTING R-3 ZONING.

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

NOW THEREFORE BE IT ENACTED, AS FOLLOWS:

SECTION 1. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to change the future land use designation from Institutional to Medium Density Residential on the properties outlined below:

821 W. Swoope Avenue	06-22-30-1168-02-110
831 W. Swoope Avenue	06-22-30-1168-02-101
800 W. Webster Avenue	06-22-30-1168-02-020
810 W. Webster Avenue	06-22-30-1168-02-031
830 W. Webster Avenue	06-22-30-1168-02-040

All as recorded in Capens Addition to Winter Park as recorded in Plat Book "A', Page 95 of the Public Records of Orange County, Florida.

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 8th day of November, 2023.

_____

Mayor Phillip M. Anderson

Attest:

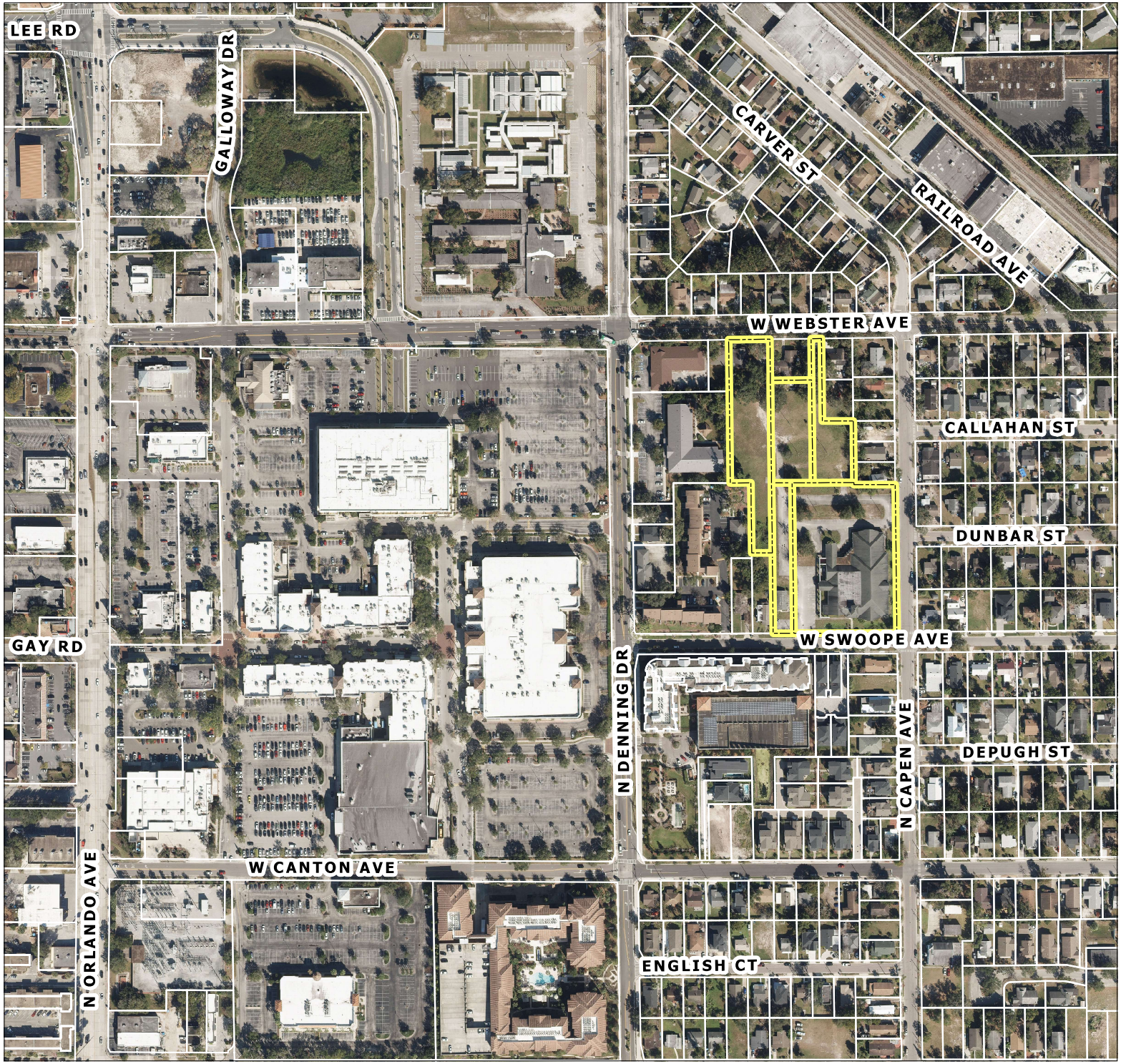
_____

City Clerk Rene Cranis

CONDITIONAL USE REQUEST

Winter Park Commons
Swoope & Webster

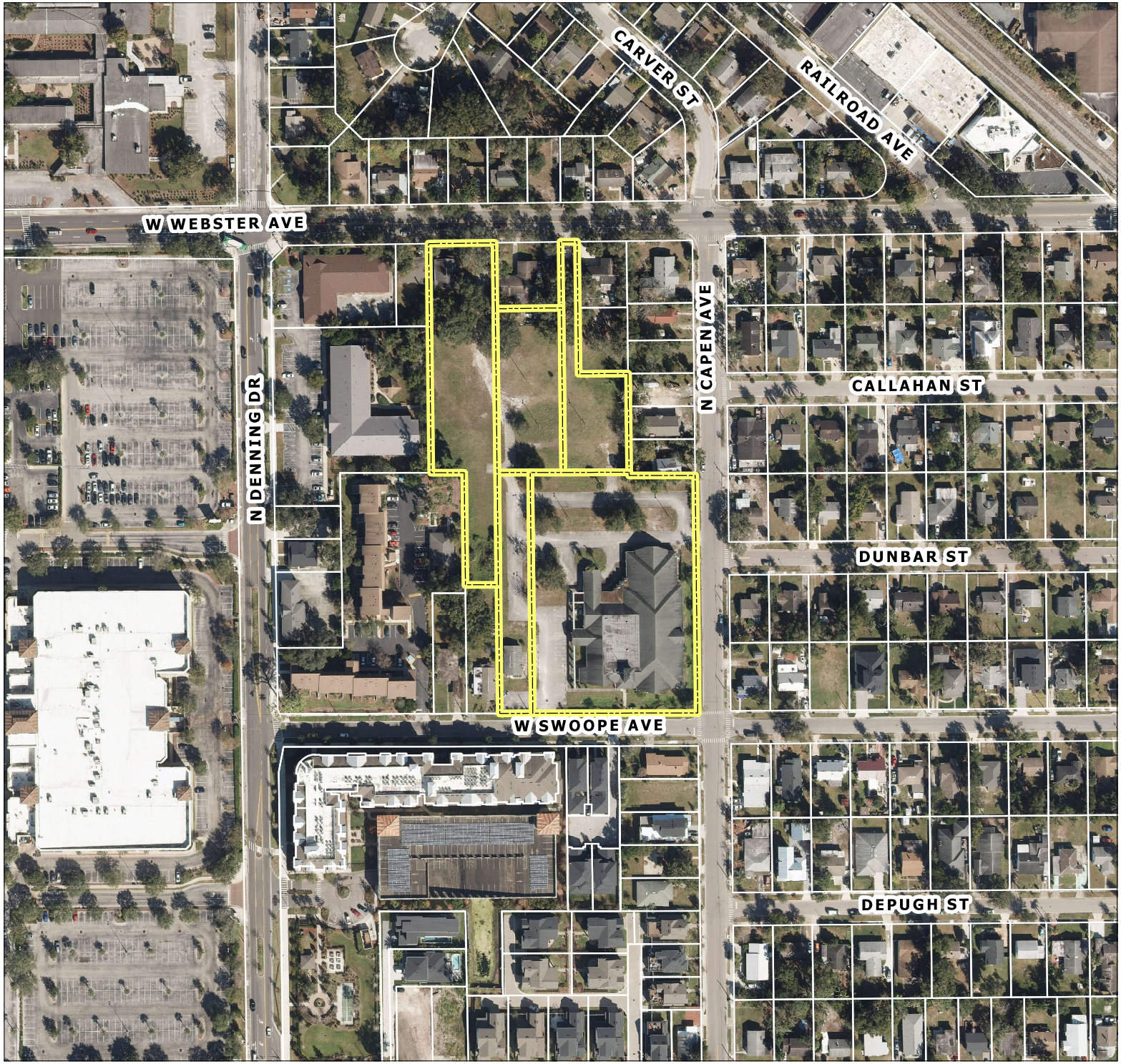
City of Winter Park
Florida



CONDITIONAL USE REQUEST

Winter Park Commons
Swoope & Webster

City of Winter Park
Florida



SITE PLAN

SCALE: 1" = 30'-0"

BUILDING DATA

TOTAL SITE AREA = 196,523 SQ FT

SINGLE FAMILY = 15 UNITS
MULTI FAMILY = 38 UNITS
TOTAL = 53 UNITS

BUILDINGS

SINGLE FAM = 15 BLDGS
TRI-PLEX = 1 BLDG
SIX-PLEX = 1 BLDG
SIX-PLEX (3 ST) = 1 BLDG
SEVEN-PLEX = 1 BLDG
EIGHT-PLEX = 2 BLDGS

TOTAL = 21 BLDGS.

PARKING SPACES REQUIRED

SF UNITS = 15 X 2 = 30
MF UNITS = 38 X 2.5 = 95
TOTAL REQUIRED = 125

PARKING SPACES PROVIDED

VISITOR PARKING SPACES = 22
GARAGE PARKING SPACES = 106
PARALLEL PARKING SPACES
ON SWOOPE = 5
TOTAL PROVIDED = 133

REVISIONS

SLOCUM PLATTS
ARCHITECTS, P.A.
RANDALL J. SLOCUM AR13350 WILLIAM P. PLATTS AR 13262
670 NORTH ORLANDO AVENUE, SUITE 1001 MAITLAND, FL 32751
TEL. (407)645-3019 FAX (407)645-2771
WWW.SLOCUMPLATTS.COM
WILLIAM P. PLATTS AR03262

SITE PLAN
WINTER PARK COMMONS
FLORIDA

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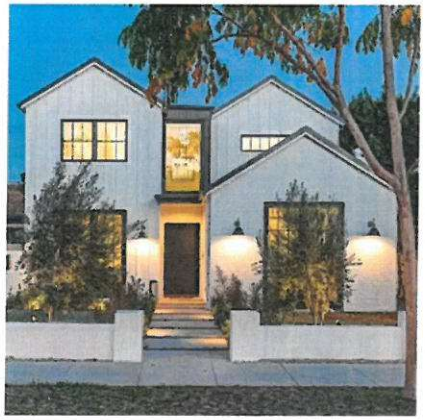
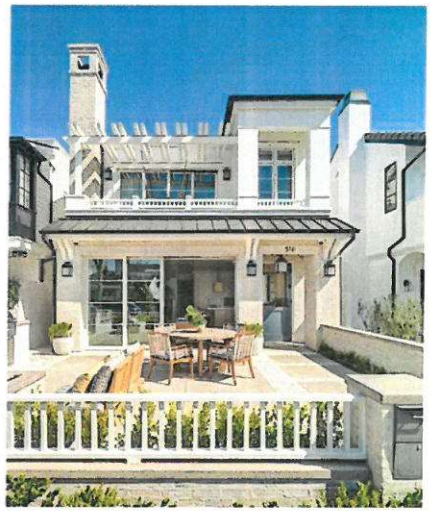
CHECKED WPP
DATE 11-29-23
SCALE AS NOTED
JOB NO. 20-031
SHEET A1.1





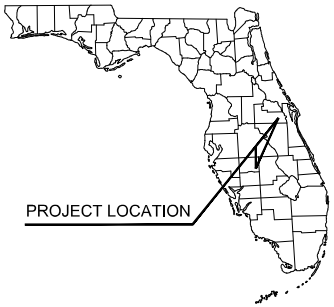
BUILDINGS 1-7, N CAPEN SINGLE FAMILY UNITS
ACHITECTURE INSPIRATION

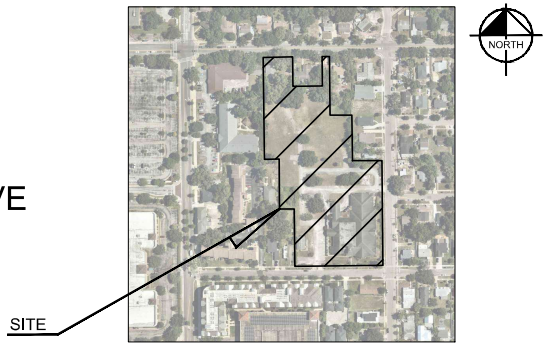
DEVELOPMENT PLANS
FOR
WINTER PARK COMMONS

821 & 831 W SWOOPE AVE; 800, 810 & 830 W WEBSTER AVE
WINTER PARK, FLORIDA 32789
ORANGE COUNTY, FLORIDA

PARCEL #: 06-22-30-1168-02-110, 06-22-30-1168-02-101, 06-22-30-1168-02-020,06-22-30-1168-02-031, 06-22-30-1168-02-040

SEPTEMBER 19, 2023





AERIAL PHOTOGRAPH
SCALE: 1" = 200'

LEGAL DESCRIPTION

(PER TITLE COMMITMENT # 2037-4339277)

PARCEL ONE:

LOT 2, BLOCK B, CAPEN'S ADDITION TO WINTER PARK (LESS THE EAST 75 FEET OF THE NORTH 100 FEET OF THE SAID LOT 2), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 'A', PAGE 95 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS THE NORTH 5 FEET THEREOF, AND ALSO LESS THE SOUTH 100 FEET OF THE NORTH 205 FEET OF THE EAST 75 FEET OF LOT 2, BLOCK B, CAPEN'S ADDITION TO WINTER PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 95 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL TWO:

LOT 3, BLOCK B, CAPEN'S ADDITION TO WINTER PARK (LESS THE NORTH 105 FEET OF LOT 3) ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK A, PAGE 95 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TOGETHER WITH EASEMENT AS GRANTED IN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2999, PAGE 956 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL THREE:

LOT 4, LESS THE NORTH 5 FEET OF SAID LOT 4, LOTS 10 AND 11, AND 12, LESS THE NORTH 5 FEET OF SAID LOT 12, AND THE NORTH 170 FEET OF THE EAST 1/2 OF LOT 9, ALL IN BLOCK B, CAPEN'S ADDITION TO WINTER PARK, AS RECORDED IN PLAT BOOK A, PAGE 95, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL FOUR:

THE NORTH 50 FEET OF THE SOUTH 200 FEET OF LOT 1, BLOCK B, CAPEN'S ADDITION TO WINTER PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK A, PAGES 95, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CONTAINING 4.51 ACRES OF LAND, MORE OR LESS.

SHEET INDEX

C0.0	COVER
----	BOUNDARY SURVEY
----	TOPOGRAPHIC & TREE SURVEY
A1.1	COLORED SITE PLAN
C4.0	SITE PLAN
----	GREEN PARK PERIMETER CHECK
C5.0	OVERALL GRADING PLAN
C6.0	OVERALL DRAINAGE PLAN
C6.1-C6.2	CONTROL STRUCTURE DETAILS
C7.1-C7.2	FIRE PROTECTION PLAN
C8.1-C8.2	STORM TRAP DETAILS
L0.50	TREE MITIGATION PLAN
L0.51	TREE MITIGATION SPECIFICATIONS
L1.00	LANDSCAPE PLAN
A6.2	EXTERIOR ELEVATIONS - TRIPLEX
A6.4	EXTERIOR ELEVATIONS - SIXPLEX
A6.5	EXTERIOR ELEVATIONS - CABANA
---	3-STORY TOWNHOME ELEVATION (BUILDING 14)
---	BUILDINGS 1-7, N CAPEN SINGLE FAMILY UNITS ARCHITECTURE INSPIRATION

SECTION 6, TOWNSHIP 22S, RANGE 30E
LOCATION MAP
SCALE: 1" = 500'

PROJECT TEAM

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PHONE: 407-342-1443

SURVEYORS
LEADING EDGE LAND SERVICES
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PHONE: (407) 351-6736
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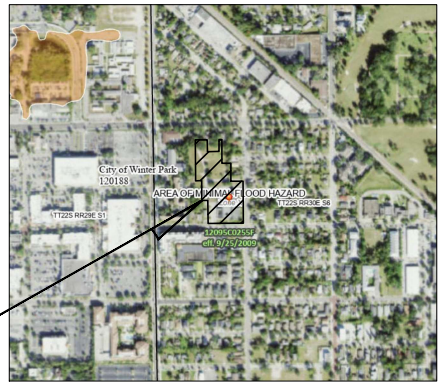

FEMA MAP
SCALE: 1" = 500'

PREPARED BY
Kimley»Horn

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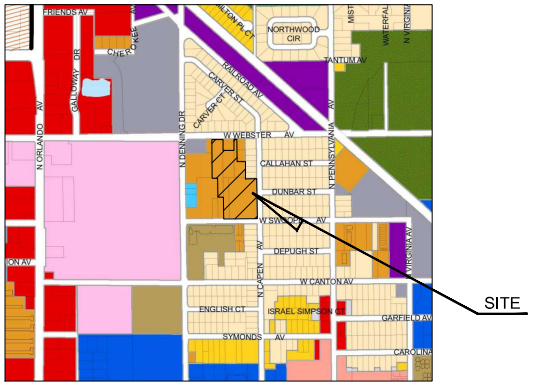
189 S. Orange Avenue, Suite 1000, Orlando, FL 32801
Phone: (407) 898-1511
WWW.KIMLEY-HORN.COM CA 00000696



ZONE R3
ZONING MAP
SCALE: 1" = 2,000'

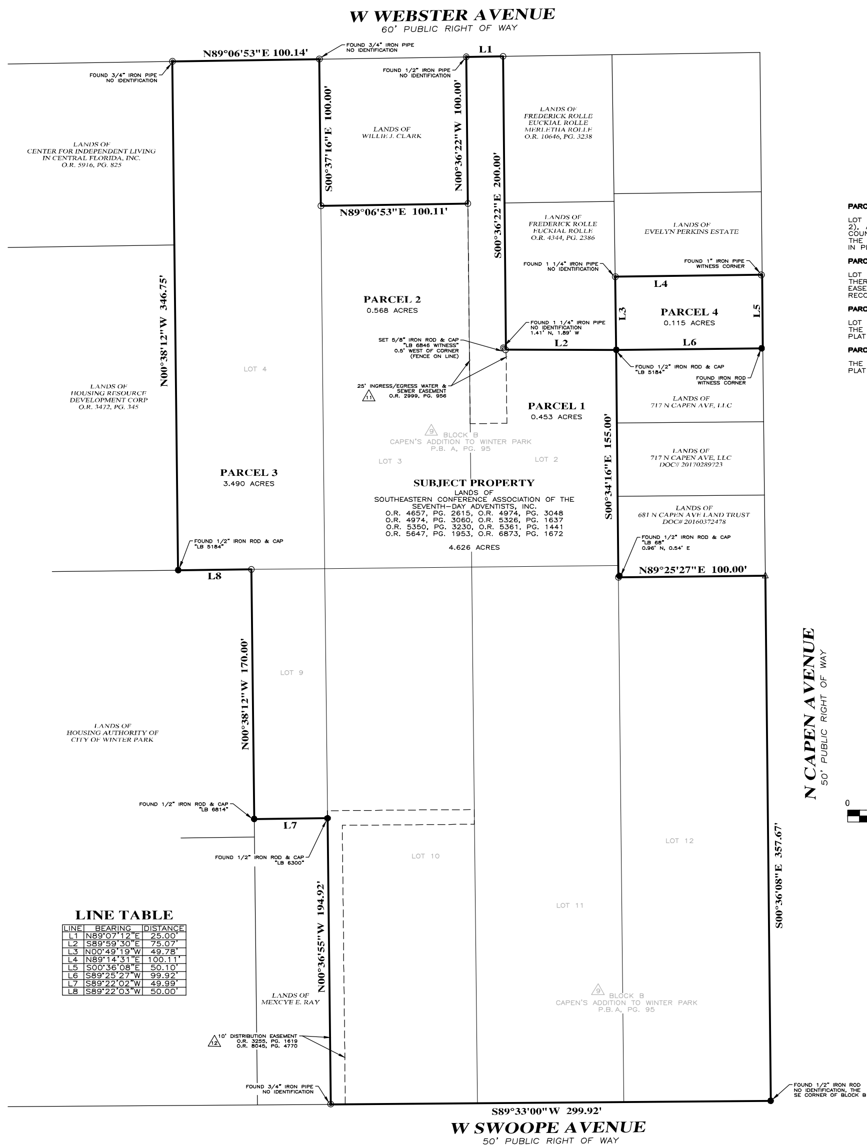
JEFFREY R. SWISHER, P.E.,
FL. P.E. NO. 60275

WINTER PARK COMMONS
AUGUST 22, 2023
ENGINEER'S PROJECT No. 249301000
REVISIONS:

No.	DESCRIPTION	DATE	BY

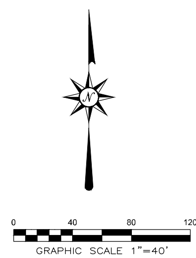
ALTA/NSPS LAND TITLE SURVEY OF LANDS OF SOUTHEASTERN CONFERENCE ASSOCIATION OF THE SEVENTH-DAY ADVENTISTS, INC.

LOCATED IN SECTION 6, TOWNSHIP 22 SOUTH, RANGE 30 EAST
CITY OF WINTER PARK, ORANGE COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°07'12"E	25.00'
L2	S89°59'30"E	75.07'
L3	N00°49'19"W	49.78'
L4	N89°14'31"E	100.11'
L5	S00°36'08"E	50.10'
L6	S89°25'27"W	99.92'
L7	S89°22'02"W	49.99'
L8	S89°22'03"W	50.00'



LEGAL DESCRIPTION

(PER TITLE COMMITMENT # 2037-4339277)

PARCEL ONE:

LOT 2, BLOCK B, CAPEN'S ADDITION TO WINTER PARK (LESS THE EAST 75 FEET OF THE NORTH 100 FEET OF THE SAID LOT 2), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "A", PAGE 95 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS THE NORTH 5 FEET THEREOF, AND ALSO LESS THE SOUTH 100 FEET OF THE NORTH 205 FEET OF THE EAST 75 FEET OF LOT 2, BLOCK B, CAPEN'S ADDITION TO WINTER PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 95 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL TWO:

LOT 3, BLOCK B, CAPEN'S ADDITION TO WINTER PARK (LESS THE NORTH 105 FEET OF LOT 3) ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK A, PAGE 95 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TOGETHER WITH EASEMENT AS GRANTED IN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2999, PAGE 956 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL THREE:

LOT 4, LESS THE NORTH 5 FEET OF SAID LOT 4, LOTS 10 AND 11, AND 12, LESS THE NORTH 5 FEET OF SAID LOT 12, AND THE NORTH 170 FEET OF THE EAST 1/2 OF LOT 9, ALL IN BLOCK B, CAPEN'S ADDITION TO WINTER PARK, AS RECORDED IN PLAT BOOK A, PAGE 95, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL FOUR:

THE NORTH 50 FEET OF THE SOUTH 200 FEET OF LOT 1, BLOCK B, CAPEN'S ADDITION TO WINTER PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK A, PAGES 95, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

VICINITY MAP
NO SCALE

SURVEYOR'S NOTES

1. THIS ALTA/NSPS LAND TITLE SURVEY WAS PREPARED FOR PRODESA. ADDITIONS OR DELETIONS BY ANYONE OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF LEADING EDGE LAND SERVICES, INC.

2. THE BASIS OF BEARINGS FOR THIS SURVEY IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST, NAD 83, NGS ADJUSTMENT OF 2011. THE NORTH RIGHT-OF-WAY LINE OF W SWOOPE AVENUE BEARS S89°33'00"W.

3. UNLESS OTHERWISE NOTED, SURVEY MEASUREMENTS AND PLOTTED FEATURES SHOWN ON THIS SURVEY ARE BASED ON ACTUAL FIELD MEASUREMENTS.

4. THE ACCURACY OF THIS SURVEY MEETS OR EXCEEDS STANDARDS SET FORTH IN ADMINISTRATIVE RULE 5J-17 "STANDARDS OF PRACTICE FOR SURVEYORS AND MAPPERS."

5. THE SUBJECT PROPERTY CONTAINS A TOTAL OF 4.626 ACRES OF LAND, MORE OR LESS.

6. THE PLAT OF CAPEN'S ADDITION TO WINTER PARK AS RECORDED IN PLAT BOOK A, PAGE 95 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, WAS USED IN THE PREPARATION OF THIS SURVEY.

7. A REVIEW OF FLOOD INSURANCE RATE MAPS FOR ORANGE COUNTY, FLORIDA, INDICATES THAT THIS PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN). THIS INFORMATION WAS TAKEN FROM MAP NUMBER 12095C0255F, REVISED SEPTEMBER 25, 2009.

8. THERE ARE 11 REGULAR STRIPED PARKING SPACES AND 10 STRIPED HANDICAPPED PARKING SPACES LOCATED ON THE SUBJECT PROPERTY.

9. ACCORDING TO THE ORANGE COUNTY PROPERTY APPRAISER, THE SUBJECT PROPERTY IS ZONED R-3. A ZONING REPORT CONTAINING BUILDING SETBACK AND HEIGHT RESTRICTIONS WAS NOT PROVIDED TO THE SURVEYOR.

10. AS OF THE DATE OF THIS SURVEY, THERE IS NO OBSERVABLE EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS ON THE SUBJECT PROPERTY.

11. THE VERTICAL DATUM FOR THIS SURVEY IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). THE BENCHMARK THIS SURVEY IS BASED ON IS DESCRIBED AS FOLLOWS: 2" ORANGE COUNTY BRASS DISK (STAMPED BM L-651-003), PUBLISHED ELEVATION = 90.129 FEET. SITE BENCHMARKS ARE SHOWN AND DESCRIBED GRAPHICALLY ON THE SURVEY.

12. TITLE INFORMATION WAS PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT NUMBER 2037-4339277, WITH AN EFFECTIVE DATE OF MAY 21, 2019. THE FOLLOWING SCHEDULE B-II ITEMS (ALL RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA) ARE NOTED RELATIVE TO THE SURVEY:

ITEM 9: RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS SHOWN ON THE PLAT OF CAPEN'S ADDITION TO WINTER PARK, RECORDED IN PLAT BOOK A, PAGE 95

AFFECT THE SUBJECT PROPERTY AND ARE DEPICTED GRAPHICALLY ON THE SURVEY

ITEM 10: RESERVATION CONTAINED IN DEED RECORDED IN DEED BOOK 561, PAGE 88

RESERVATION FOR STATE ROAD RIGHT OF WAY AFFECTING THAT PORTION OF THE SUBJECT PROPERTY LYING WITHIN LOT 9, BLOCK B, CAPEN'S ADDITION TO WINTER PARK. IS BLANKET IN NATURE AND IS NOT DEPICTED GRAPHICALLY ON THE SURVEY.

ITEM 11: EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2999, PAGE 956

AFFECTS THE SUBJECT PROPERTY AND IS DEPICTED GRAPHICALLY ON THE SURVEY

ITEM 12: DISTRIBUTION EASEMENT AGREEMENT IN OFFICIAL RECORDS BOOK 3255, PAGE 1619 AND IRREVOCABLE ASSIGNMENT OF WASEMENT RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 8045, PAGE 4770

AFFECTS THE SUBJECT PROPERTY AND IS DEPICTED GRAPHICALLY ON THE SURVEY

LEGEND

●	FOUND IRON ROD & CAP
◎	FOUND IRON PIPE
⊙	SET 5/8" IRON ROD & CAP "LB 6846"
△	SET NAIL & DISK "LB 6846"
	CATCH BASIN
	MITERED END SECTION
	CURB INLET
	CLEANOUT
	WATER METER
⋈	WATER VALVE
	BACKFLOW PREVENTER
	IRRIGATION CONTROL VALVE
	FIRE HYDRANT
	STORM MANHOLE
	SANITARY MANHOLE
	CAMPHOR TREE
	PALM TREE
	UNKNOWN TREE
	WOOD POWER POLE
	LIGHT POLE
	ELECTRIC TRANSFORMER
	ELECTRIC BOX
	TELEPHONE PEDESTAL
	CABLE TELEVISION RISER
⊠	WIRE PULL BOX
	UTILITY MARKER
	VAULT
	SIGN
	MAILBOX
	TITLE COMMITMENT EXCEPTION NUMBER
	HANDICAPPED PARKING SPACE
	BENCHMARK/FINISHED FLOOR
—— ST ——	STORM PIPE
—— SS ——	SANITARY SEWER PIPE
	OAK TREE
	MAGNOLIA TREE
——X——	FENCE LINE
—— OHU ——	OVERHEAD UTILITY LINE
O.R.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
DOC#	DOCUMENT NUMBER
R/W	RIGHT OF WAY
PSM	PROFESSIONAL SURVEYOR & MAPPER
LB	LICENSED BUSINESS
A/C	AIR CONDITIONING
BFP	BACKFLOW PREVENTER
CLF	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
INV	INVERT
⊠97.0	SPOT ELEVATION - GROUND SHOT
⊠97.33	SPOT ELEVATION - HARD SURFACE
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE

REVISIONS:
29 JUL 2019: REVISED CERTIFICATION
15 DEC 2022: ADDED TOPOGRAPHY

DATE OF DRAWING: 10 JUL 2019
LAST FIELD WORK: 7 DEC 2022
MANAGER: MAB | CADD: EAC, JAA
CREW CHIEF(S): RWE
PROJECT NUMBER: 1002-19001
COMPUTER FILE: 1002001ALTA2.DWG
FIELD BOOK NUMBER: LE 1326, 1675
SCALE: 1" = 40' | SHEET 1 OF 2

SURVEYOR'S CERTIFICATION

TO METRO EDGE, INC., A FLORIDA CORPORATION; PRODESA; MATEER & HARBERT, P.A. AND FIRST AMERICAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(A), 7(A), 8, 9, 13 AND 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 10, 2019.

Michael Baerhold Digitally signed by Michael Baerhold Date: 2022.12.15 12:54:41 -05'00'
DATE:

MICHAEL A. BAERHOLD, PSM 5575

MIKE BAERHOLD CERTIFICATE NO. 5575 STATE OF FLORIDA * REGISTERED SURVEYOR & MAPPER *

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ALTA/NSPS LAND TITLE SURVEY

OF

SOUTHEASTERN CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS, INC.
SECTION 6, TOWNSHIP 22 SOUTH, RANGE 30 EAST
CITY OF WINTER PARK, ORANGE COUNTY, FLORIDA

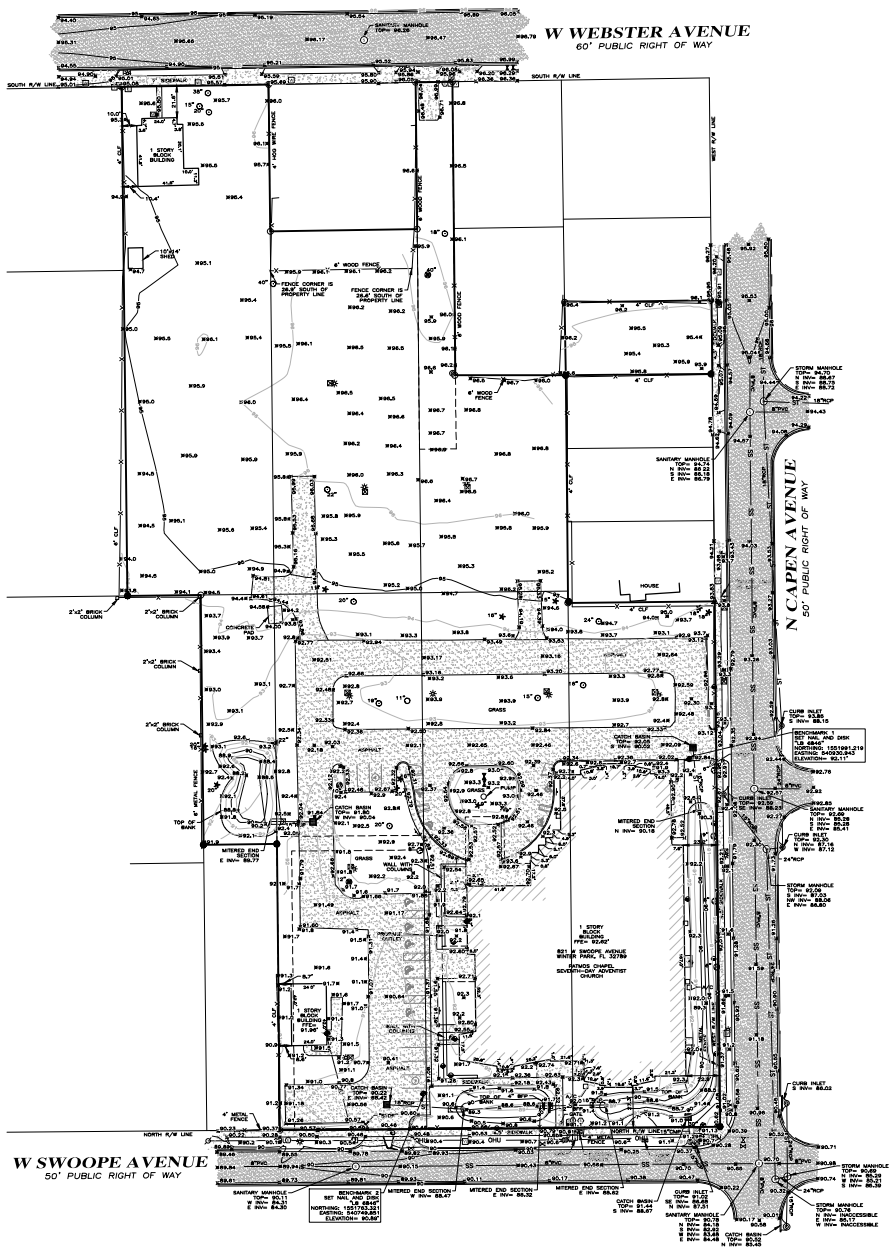
FOR

PRODESA

LEADING EDGE LAND SERVICES
INCORPORATED
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE:(407) 351-6730
FAX:(407) 351-9691
WEB:www.leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846

ALTA/NSPS LAND TITLE SURVEY OF LANDS OF SOUTHEASTERN CONFERENCE ASSOCIATION OF THE SEVENTH-DAY ADVENTISTS, INC.

LOCATED IN SECTION 6, TOWNSHIP 22 SOUTH, RANGE 30 EAST
CITY OF WINTER PARK, ORANGE COUNTY, FLORIDA



GRAPHIC SCALE 1"=40'

0 40 80 120

LEGEND

●	FOUND IRON ROD & CAP		WOOD POWER POLE	—X—	FENCE LINE
◎	FOUND IRON PIPE		LIGHT POLE	—OHU—	OVERHEAD UTILITY LINE
⊙	SET 5/8" IRON ROD & CAP "LB 6846"		ELECTRIC TRANSFORMER	O.R.	OFFICIAL RECORDS BOOK
△	SET NAIL & DISK "LB 6846"		ELECTRIC BOX	P.B.	PLAT BOOK
■	CATCH BASIN		TELEPHONE PEDESTAL	PG.	PAGE
	MITERED END SECTION		CABLE TELEVISION RISER	DOC#	DOCUMENT NUMBER
	CURB INLET		WIRE PULL BOX	R/W	RIGHT OF WAY
	CLEANOUT		UTILITY MARKER	PSM	PROFESSIONAL SURVEYOR & MAPPER
	WATER METER		VAULT	LB	LICENSED BUSINESS
	WATER VALVE		SIGN	A/C	AIR CONDITIONING
	BACKFLOW PREVENTER		MAILBOX	BFP	BACKFLOW PREVENTER
	IRRIGATION CONTROL VALVE		TITLE COMMITMENT EXCEPTION NUMBER	CLF	CHAIN LINK FENCE
	FIRE HYDRANT		HANDICAPPED PARKING SPACE	CMP	CORRUGATED METAL PIPE
	STORM MANHOLE		BENCHMARK/FINISHED FLOOR	INV	INVERT
	SANITARY MANHOLE	—ST—	STORM PIPE	⊠97.0	SPOT ELEVATION – GROUND SHOT
	CAMPHOR TREE	—SS—	SANITARY SEWER PIPE	⊠97.33	SPOT ELEVATION – HARD SURFACE
	PALM TREE		OAK TREE	RCP	REINFORCED CONCRETE PIPE
	UNKNOWN TREE		MAGNOLIA TREE	PVC	POLYVINYL CHLORIDE PIPE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (SEE SHEET 1 OF 2)

REVISIONS:
29 JUL 2019: REVISED CERTIFICATION
15 DEC 2022: ADDED TOPOGRAPHY

DATE OF DRAWING: 10 JUL 2019	LAST FIELD WORK: 7 DEC 2022
MANAGER: MARK C. ADDY, PSM	CREW CHIEF: FIELD WORK
PROJECT NUMBER: 1002-19001	COMPUTER FILE: 1002001A\A2.DWG
FIELD BOOK NUMBER: LE 1326, 1675	SCALE: 1" = 40' SHEET 2 OF 2

ALTA/NSPS LAND TITLE SURVEY
OF
SOUTHEASTERN CONFERENCE ASSOCIATION OF THE SEVENTH-DAY ADVENTISTS, INC.
SECTION 6, TOWNSHIP 22 SOUTH, RANGE 30 EAST
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FOR
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8802A EXCHANGE DRIVE
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FLORIDA LICENSED BUSINESS NUMBER LB 6846

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ARCHITECTS, P.A.

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TEL. (407)645-3919 FAX (407)645-2771
WWW.SLOCUMPLATTS.COM

WILLIAM P. PLATTS AR13362

SITE PLAN

WINTER PARK COMMONS

FLORIDA

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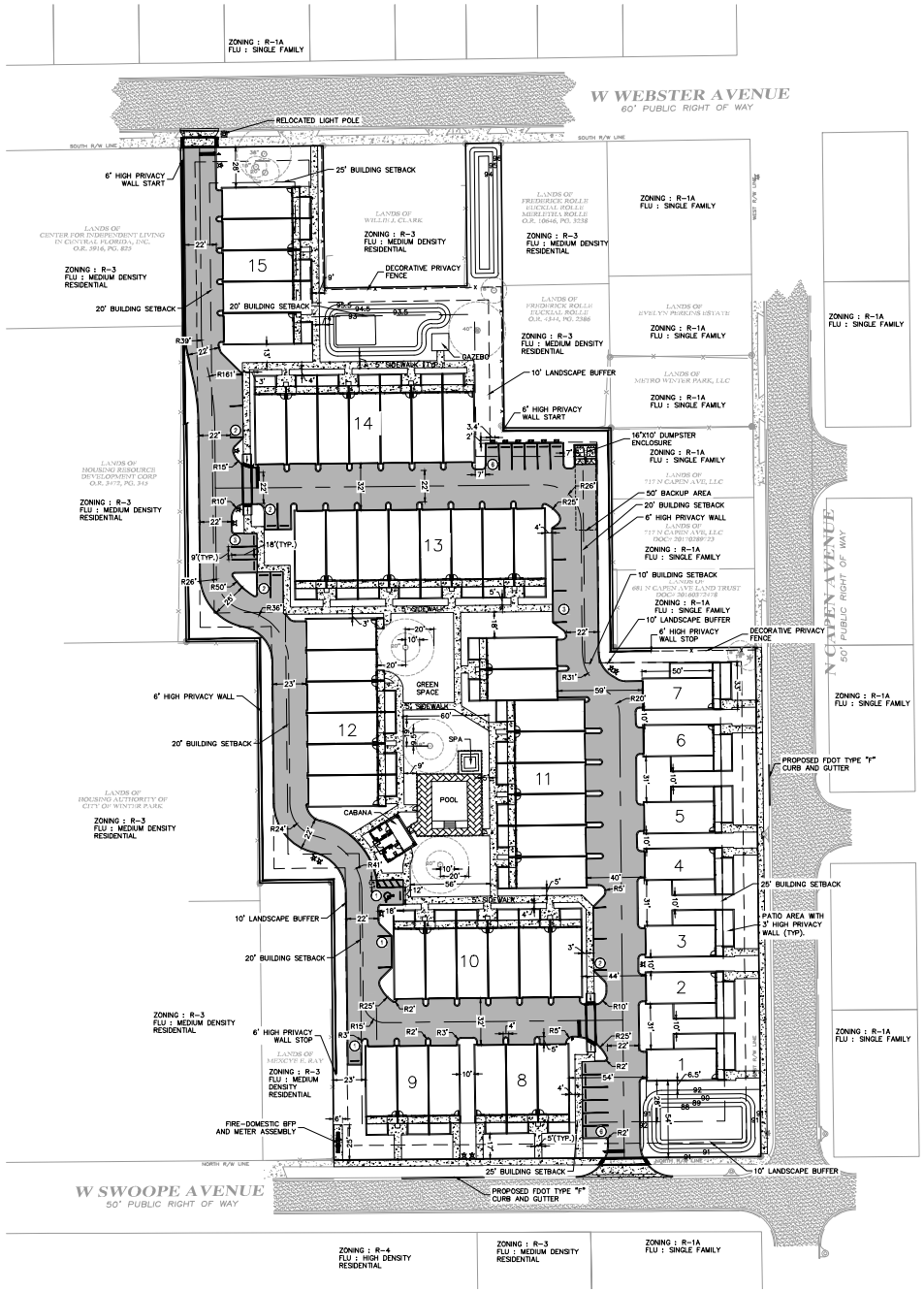
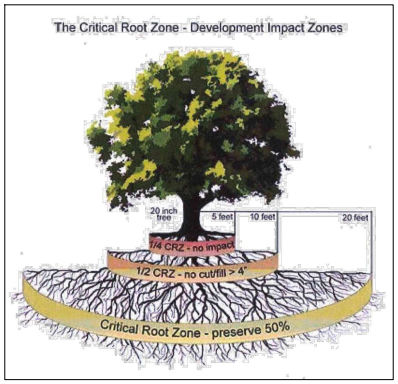
DRAWN	CAD
CHECKED	WPP
DATE	09-21-23
SCALE	AS NOTED
JOB NO.	20-031
SHEET	A1.1





NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

LEGEND

- PROPERTY LINE/TRACT BOUNDARY
- BUILDING SETBACK
- PARKING COUNT
- CONCRETE
- ASPHALT
- CRITICAL ROOT ZONE – NO CUT/FILL >4'
- CRITICAL ROOT ZONE – PRESERVE 50%

SITE DATA :

ON-SITE AREA:	±196,523 SF/±4.51 ACRES
TOTAL AREA:	±196,523 SF/±4.51 ACRES
EXISTING ZONING:	R-3
PROPOSED ZONING:	R-3
EXISTING USE:	CHURCH/SINGLE FAMILY RESIDENTIAL
PROPOSED LAND USE:	MULTI-FAMILY
EXISTING FUTURE LAND USE :	INSTITUTIONAL/MEDIUM DENSITY RESIDENTIAL
PROPOSED FUTURE LAND USE :	MEDIUM DENSITY RESIDENTIAL

IMPERVIOUS COVERAGE:

IMPERVIOUS AREA (TOTAL):	130,581 SF/3.00 AC
MAX IMPERVIOUS COVERAGE ALLOWED:	70%
PROPOSED IMPERVIOUS COVERAGE:	66.4%

BUILDING SETBACKS (REQUIRED/PROVIDED)

W. SWOOPE AVE (SOUTH):	25 FT/25 FT
N. CAPEN AVE (EAST):	25 FT/25 FT
MULTI-FAMILY/RESIDENTIAL PROPERTIES (SIDE):	20 FT/20 FT
SINGLE FAMILY/RESIDENTIAL PROPERTIES (SIDE):	10 FT/10 FT
W. WEBSTER AVE (NORTH):	25 FT/25 FT

BUILDING COVERAGE:

MAX BUILDING COVERAGE ALLOWED:	40%
PROPOSED BUILDING COVERAGE:	34.6%

RESIDENTIAL DENISTY CALCULATIONS:

TOTAL DWELLING UNITS:	53 UNITS
MAX DENSITY ALLOWED:	17 DU/AC
PROPOSED DENSITY:	11.75 DU/AC
BUILDING 8	6999 GSF
BUILDING 9	6999 GSF
BUILDING 10	13,929 GSF
BUILDING 11	18,576 GSF
BUILDING 12 (3 STORY)	16,786 GSF
BUILDING 13	18,521 GSF
BUILDING 14	16,178 GSF
BUILDING 15	11,618 GSF
BUILDINGS 1 THROUGH 7 (SINGLE FAMILY)	21,273 GSF
CLUBHOUSE	627 GSF
FAR PROVIDED (68%) 75% MAX:	133,506 GSF

UNIT MIX:

# OF MULTI-FAMILY 3-BEDROOM UNITS (2 STORY):	40
# OF MULTI-FAMILY 4-BEDROOM UNITS (3 STORY):	6
# OF SINGLE FAMILY 4-BEDROOM UNITS (2 STORY):	7

PHASING:

THIS PROJECT WILL BE CONSTRUCTED IN ONE (1) PHASE.

STORMWATER MANAGEMENT:

ALL STORMWATER RUNOFF ON-SITE WILL BE TREATED IN THE DRY EXFILTRATION VAULT (STORMTRAP SYSTEM) PRIOR TO DISCHARGING TO W SWOOPE AVE.

PARKING REQUIREMENTS:

MULTI-FAMILY:	2.5 SPACES PER UNIT
UNIT MIX:	
MULTI-FAMILY:	2.5 x 53 UNITS = 133 SPACES
TOTAL NUMBER OF SPACES REQUIRED	133
TOTAL NUMBER OF REQUIRED VISITOR SPACES (INCLUSIVE OF REQUIRED MULTI-FAMILY SPACES):	1 PER 2 UNITS = 27 SPACES

ON-SITE PARKING PROVIDED:

STANDARD GARAGE SPACES:	106
VISITOR SITE PARKING SPACES (9'X18'):	20
VISITOR PARALLEL SITE PARKING SPACES (9'X22'):	8
VISITOR ADA SITE PARKING SPACES (9'X18'):	1
TOTAL NUMBER OF SPACES ON THE SITE:	135
TOTAL PROVIDED VISITOR PARKING SPACES:	29

Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

No.	REVISIONS	DATE	BY

Kimley»Horn

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189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
JEFFREY R. SWISHER, P.E.
FLORIDA LICENSE NUMBER 60275
DATE: _____

KHA PROJECT	243301000
DATE	09/19/2023
SCALE	AS SHOWN
DESIGNED BY	VNT
DRAWN BY	VNT
CHECKED BY	JRS

SITE PLAN

WINTER PARK COMMONS

CITY OF WINTER PARK FLORIDA

SHEET NUMBER
C4.0

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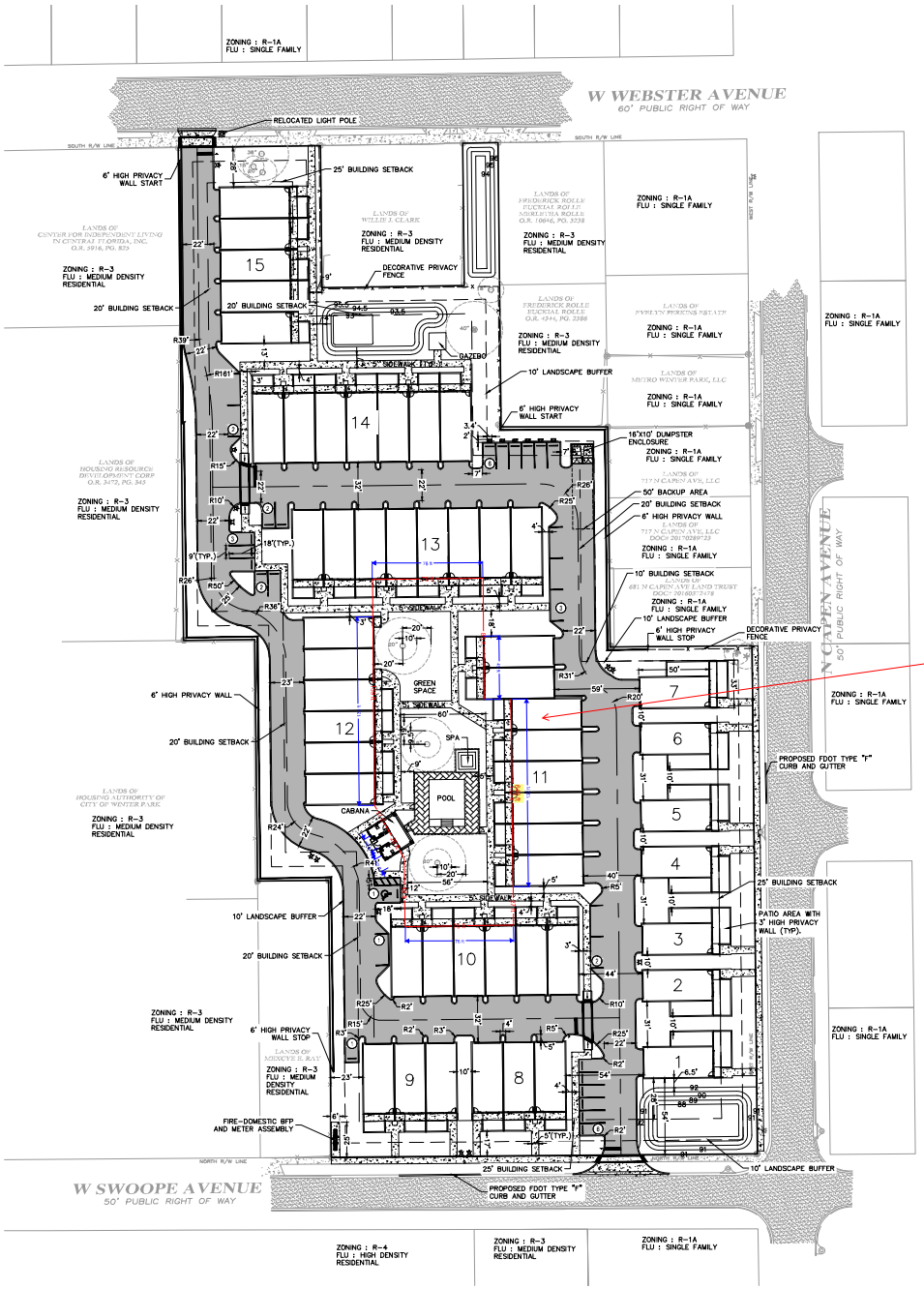

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

LEGEND

- PROPERTY LINE/TRACT BOUNDARY
- BUILDING SETBACK
- PARKING COUNT
- CONCRETE
- ASPHALT
- CRITICAL ROOT ZONE – NO CUT/FILL >4"
- CRITICAL ROOT ZONE – PRESERVE 50%

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LICENSED PROFESSIONAL
JEFFREY R. SWISHER, P.E.
FLORIDA LICENSE NUMBER 60275
DATE: _____

KHA PROJECT 249301000
DATE 09/19/2023
SCALE AS SHOWN
DESIGNED BY VNT
DRAWN BY VNT
CHECKED BY JRS

GREEN PARK PERIMETER CHECK

WINTER PARK COMMONS

CITY OF WINTER PARK FLORIDA

SHEET NUMBER

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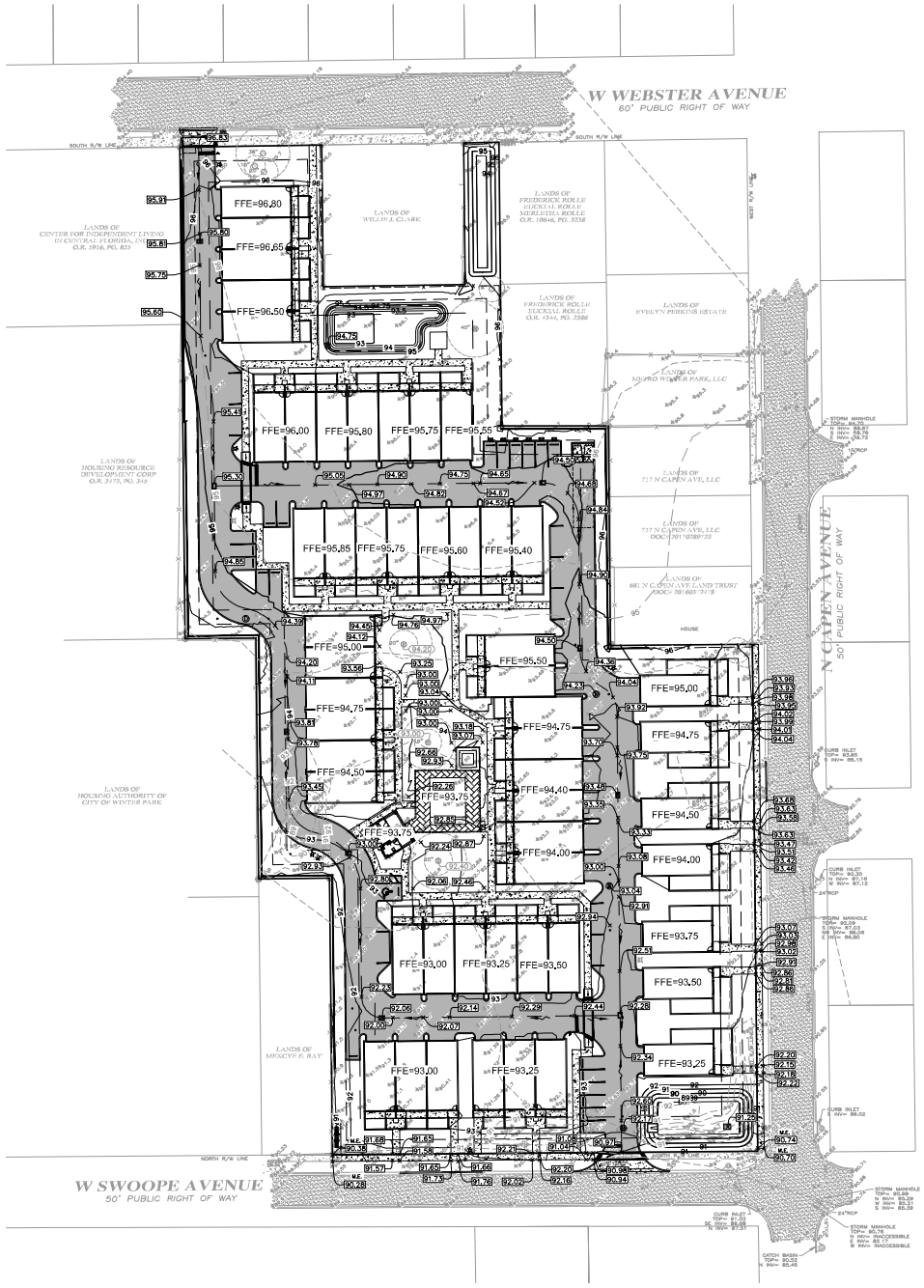

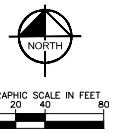

LEGEND

- —XX— PROPOSED CONTOUR
- - -XX- - EXISTING CONTOUR
- XX.XX / XX.XX PROPOSED PAVEMENT/TOP OF CURB ELEVATION
- XX.XX PROPOSED SPOT GRADE
- PROPOSED STORM INLET
- PROPOSED MANHOLE
- DIRECTION OF SURFACE WATER FLOW
- PROPOSED CONCRETE/HEAVY DUTY CONCRETE
- PROPOSED ASPHALT
- TIE TO EXISTING GRADE

NOTES:

1. ELEVATIONS SHOWN ON THIS PLAN ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
2. ALL PEDESTRIAN SIDEWALKS, PATHWAYS, AND CROSSWALKS SHALL BE CONSTRUCTED NOT TO EXCEED 2.0% CROSS SLOPE NOR 5% LONGITUDINALLY. GRADES IN ACCESSIBLE PARKING SPACES SHALL NOT EXCEED 2% IN ANY DIRECTION. IN CASES OF SIDEWALK LANDINGS AT BUILDING ENTRANCES, GRADES SHALL NOT EXCEED 2% IN ANY DIRECTION.
3. GRADES TO MATCH EXISTING ELEVATIONS WHERE M.E. IS INDICATED.

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Kimley»Horn

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JEFFREY R. SWISHER, P.E.
FLORIDA LICENSE NUMBER 60275
DATE: _____

KHA PROJECT 243301000
DATE 09/19/2023
SCALE AS SHOWN
DESIGNED BY VNT
DRAWN BY VNT
CHECKED BY JRS

OVERALL GRADING PLAN

WINTER PARK COMMONS

CITY OF WINTER PARK FLORIDA

SHEET NUMBER
C5.0

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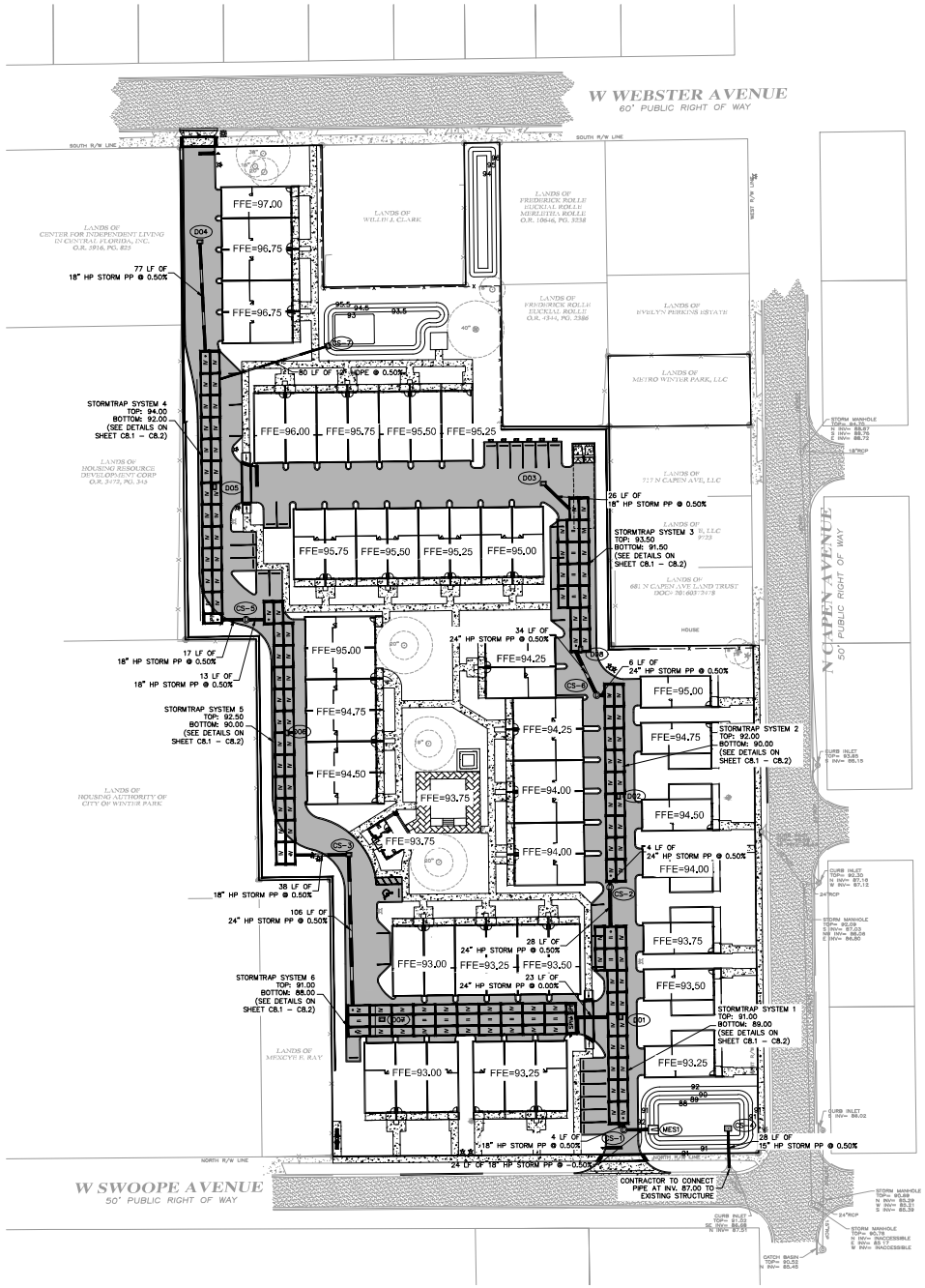

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

LEGEND

- PROPOSED STORM PIPE
- PROPOSED STORM INLET
- PROPOSED STORM MANHOLE

NOTES:

1. CONTROL STRUCTURE DETAILS ARE LOCATED ON SHEETS C6.1–C6.2.
2. ATRIUM GRATES TO BE USED FOR YARD DRAINS LOCATED WITHIN MULCH. SEE LANDSCAPE PLANS FOR FURTHER DETAILS.
3. ANY SHORING TIEBACKS FOR VAULT AND PIPE INSTALLATION WILL NOT BE ALLOWED TO CROSS THE PROPERTY LINE INTO NEIGHBORING PARCELS WITHOUT WRITTEN CONSENT OF THE ADJACENT PROPERTY OWNER.

STORM STRUCTURE TABLE	
STRUCTURE NAME:	DETAILS:
CS-1	TYPE "P7" MANHOLE PER FDOT INDEX #425-010, 022 TOP: 92.11 N. INV IN: 88.96 E. INV IN: 88.12
CS-2	TYPE "P7" MANHOLE PER FDOT INDEX #425-010, 022 SEE SHEET C6.1 FOR DETAILS TOP: 93.04 N. INV IN: 89.96 S. INV OUT: 89.14
CS-3	TYPE "C" INLET PER FDOT INDEX #425-052 SEE SHEET C6.1 FOR DETAILS TOP: 93.01 W. INV IN: 89.81 S. INV OUT: 88.53
CS-4	TYPE "D" INLET PER FDOT INDEX #425-052 TOP: 91.25 S. INV OUT: 87.14
CS-5	TYPE "P7" MANHOLE PER FDOT INDEX #425-010, 022 TOP: 94.24 W. INV IN: 91.91 E. INV OUT: 90.06
CS-6	TYPE "P7" MANHOLE PER FDOT INDEX #425-010, 022 TOP: 94.23 NW. INV IN: 91.33 E. INV OUT: 90.03
CS-7	TYPE "C" INLET PER FDOT INDEX #425-052 TOP: 94.75 SW. INV OUT: 92.40
D01	TYPE "C" INLET PER FDOT INDEX #425-052 TOP: 92.28
D02	TYPE "C" INLET PER FDOT INDEX #425-052 TOP: 93.48
D03	TYPE "C" INLET PER FDOT INDEX #425-052 TOP: 94.76 SE. INV OUT: 91.63
D04	TYPE "C" INLET PER FDOT INDEX #425-052 TOP: 95.80 S. INV OUT: 92.38
D05	TYPE "C" INLET PER FDOT INDEX #425-052 TOP: 95.30
D06	TYPE "C" INLET PER FDOT INDEX #425-052 TOP: 93.82
D07	TYPE "C" INLET PER FDOT INDEX #425-052 TOP: 92.07
D08	TYPE "C" INLET PER FDOT INDEX #425-052 TOP: 94.51
MES1	MITERED END SECTION PER FDOT INDEX #430-021 TOP: 89.63 W. INV OUT: 88.00

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PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
JEFFREY R. SWISHER, P.E.
FLORIDA LICENSE NUMBER 60275
DATE: 09/19/2023

KHA PROJECT 243301000
DATE 09/19/2023
SCALE AS SHOWN
DESIGNED BY VNT
DRAWN BY VNT
CHECKED BY JRS

OVERALL DRAINAGE PLAN

WINTER PARK COMMONS
CITY OF WINTER PARK FLORIDA

SHEET NUMBER
C6.0

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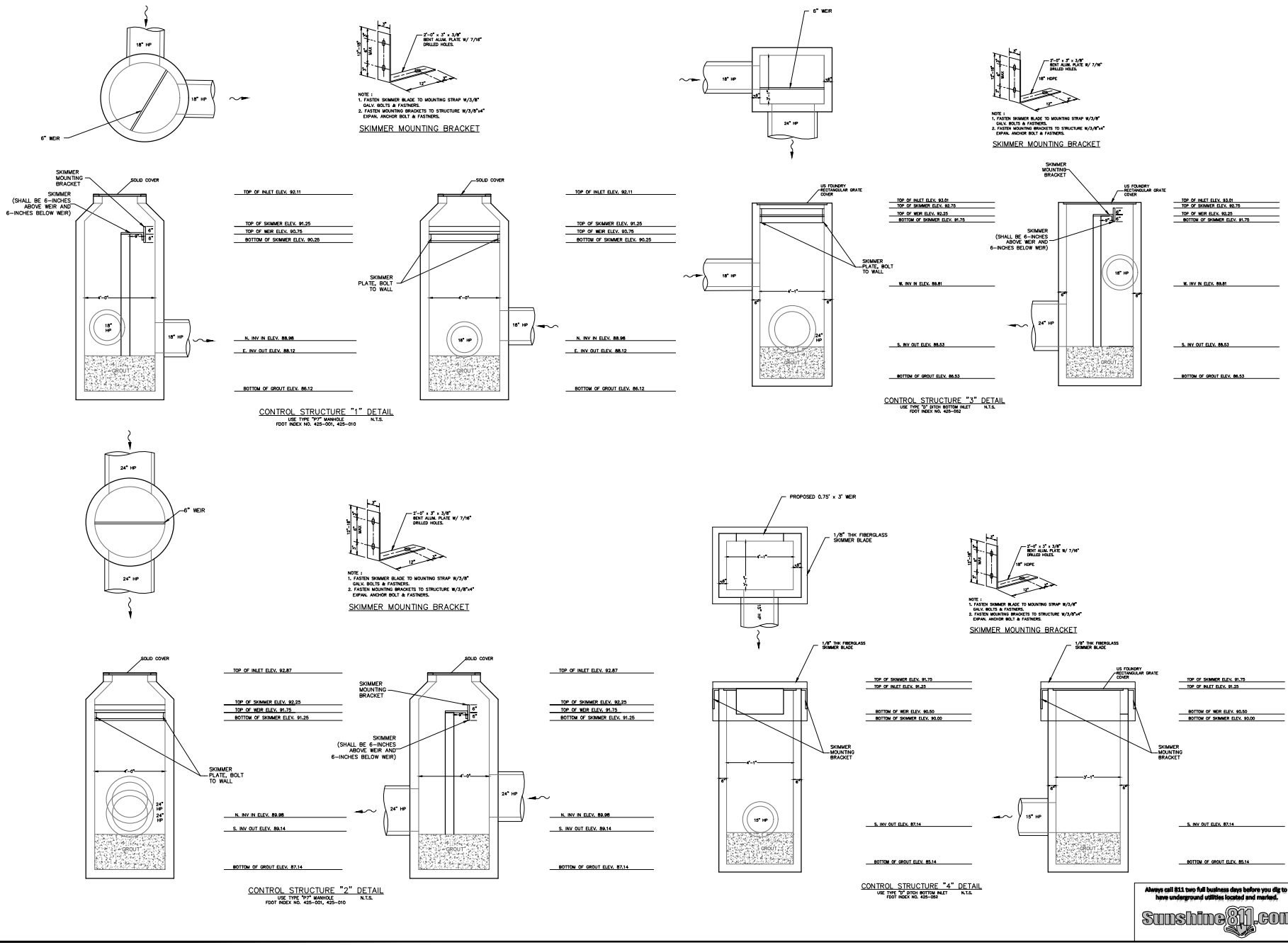

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CONTROL STRUCTURE DETAILS

WINTER PARK COMMONS
CITY OF WINTER PARK FLORIDA

SHEET NUMBER
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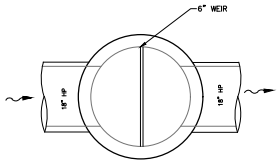
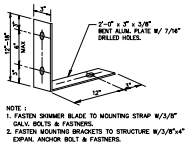
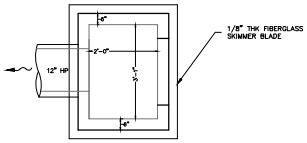
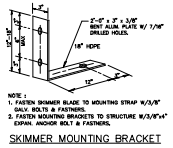




NOTE :
1. FASTEN SKIMMER BLADE TO MOUNTING STRAP W/3/8" GALV. BOLTS & FASTNERS.
2. FASTEN MOUNTING BRACKETS TO STRUCTURE W/3/8"x4" EXPAN. ANCHOR BOLT & FASTNERS.

SKIMMER MOUNTING BRACKET





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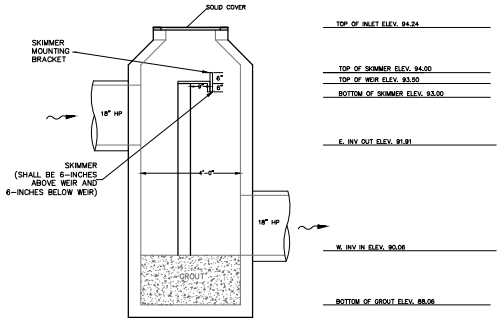
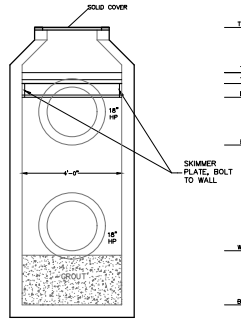
2. FASTEN MOUNTING BRACKETS TO STRUCTURE W/3/8"x4" EXPAN. ANCHOR BOLT & FASTNERS.

SKIMMER MOUNTING BRACKET

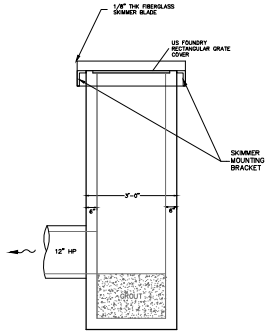


TOP OF INLET ELEV. 94.24
TOP OF SKIMMER ELEV. 94.00
TOP OF WEIR ELEV. 93.50
BOTTOM OF SKIMMER ELEV. 93.00
E. INV OUT ELEV. 91.91
W. INV IN ELEV. 90.06
BOTTOM OF GROUT ELEV. 88.06

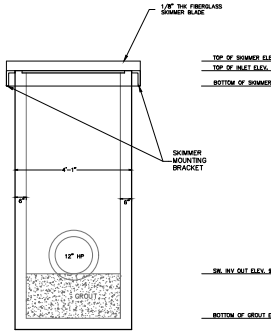


TOP OF INLET ELEV. 94.24
TOP OF SKIMMER ELEV. 94.00
TOP OF WEIR ELEV. 93.50
BOTTOM OF SKIMMER ELEV. 93.00
E. INV OUT ELEV. 91.91
W. INV IN ELEV. 90.06
BOTTOM OF GROUT ELEV. 88.06

CONTROL STRUCTURE "5" DETAIL
USE TYPE "P7" MANHOLE
FDOT INDEX NO. 425-001, 425-010
N.T.S.

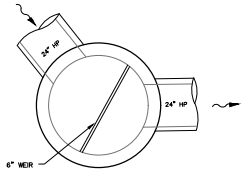


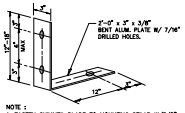
TOP OF SKIMMER ELEV. 95.25
TOP OF INLET ELEV. 94.75
BOTTOM OF SKIMMER ELEV. 94.25
SW. INV OUT ELEV. 92.40
BOTTOM OF GROUT ELEV. 90.40



TOP OF SKIMMER ELEV. 95.25
TOP OF INLET ELEV. 94.75
BOTTOM OF SKIMMER ELEV. 94.25
SW. INV OUT ELEV. 92.40
BOTTOM OF GROUT ELEV. 90.40

CONTROL STRUCTURE "7" DETAIL
USE TYPE "C" DITCH BOTTOM INLET
FDOT INDEX NO. 425-022
N.T.S.





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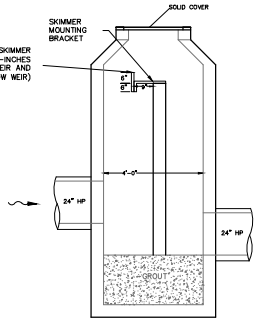
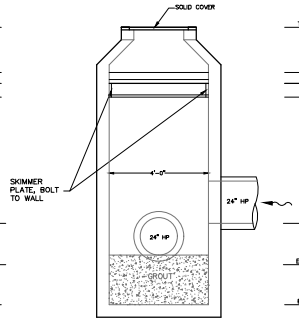
SKIMMER MOUNTING BRACKET



TOP OF INLET ELEV. 94.23
TOP OF SKIMMER ELEV. 93.50
TOP OF WEIR ELEV. 93.00
BOTTOM OF SKIMMER ELEV. 92.50
NW. INV IN ELEV. 91.33
E. INV OUT ELEV. 90.03
BOTTOM OF GROUT ELEV. 88.03



TOP OF INLET ELEV. 94.23
TOP OF SKIMMER ELEV. 93.50
TOP OF WEIR ELEV. 93.00
BOTTOM OF SKIMMER ELEV. 92.50
NW. INV IN ELEV. 91.33
E. INV OUT ELEV. 90.03
BOTTOM OF GROUT ELEV. 88.03

CONTROL STRUCTURE "6" DETAIL
USE TYPE "P7" MANHOLE
FDOT INDEX NO. 425-001, 425-010
N.T.S.

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LICENSED PROFESSIONAL
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FLORIDA LICENSE NUMBER 60275
DATE 09/19/2023

KHA PROJECT 243301000
DATE 09/19/2023
SCALE AS SHOWN
DESIGNED BY VNT
DRAWN BY VNT
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CONTROL STRUCTURE DETAILS

WINTER PARK COMMONS
CITY OF WINTER PARK FLORIDA

SHEET NUMBER
C6.2

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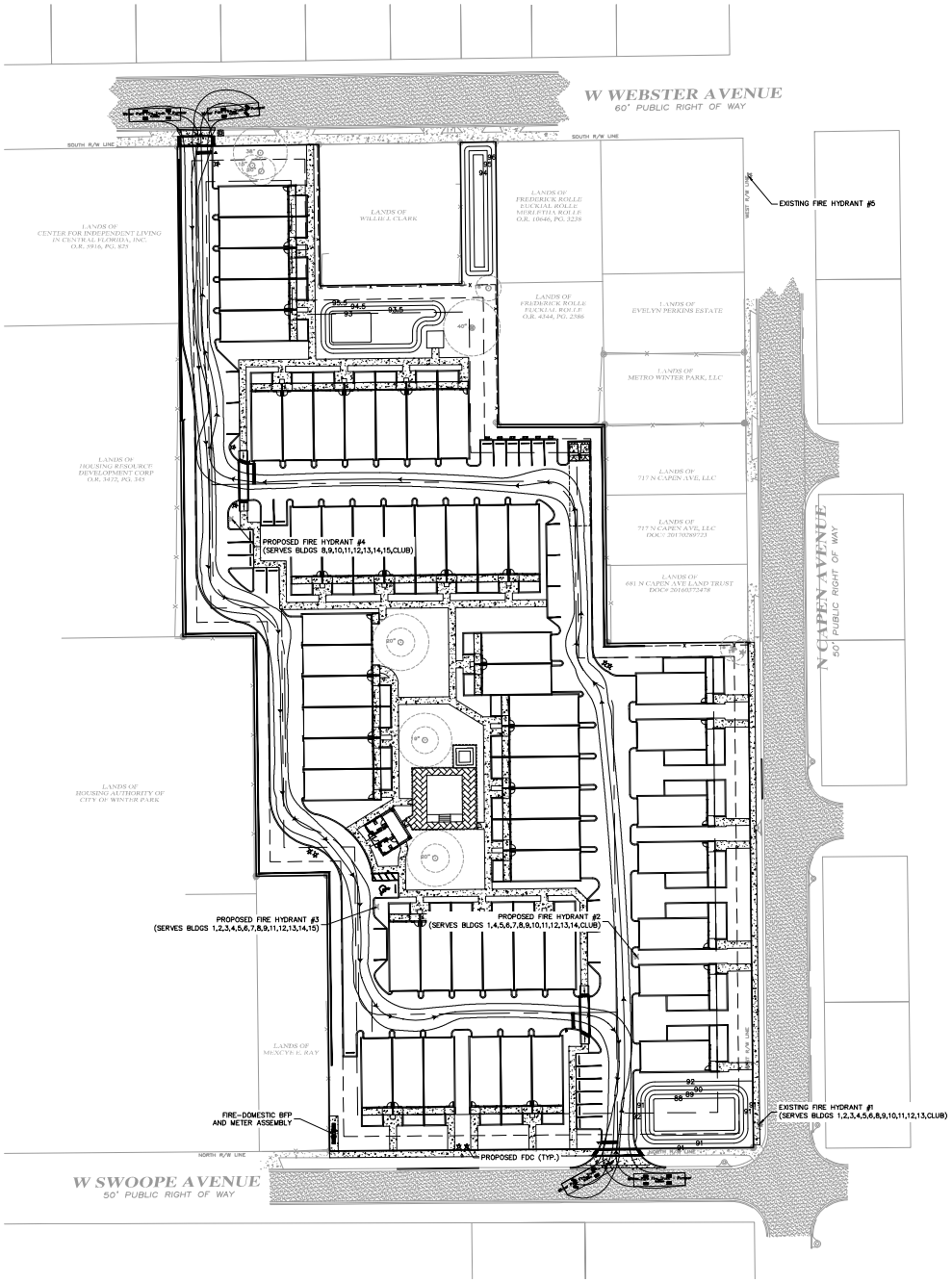

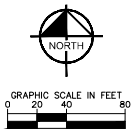

Winter Park Fire Truck – Pumper

	feet
Width	: 9.00
Track	: 6.91
Lock to Lock Time	: 6.0
Steering Angle	: 45.0

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DATE: ____

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DATE 09/19/2023
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FIRE PROTECTION PLAN

WINTER PARK COMMONS
CITY OF WINTER PARK FLORIDA

SHEET NUMBER
C7.1

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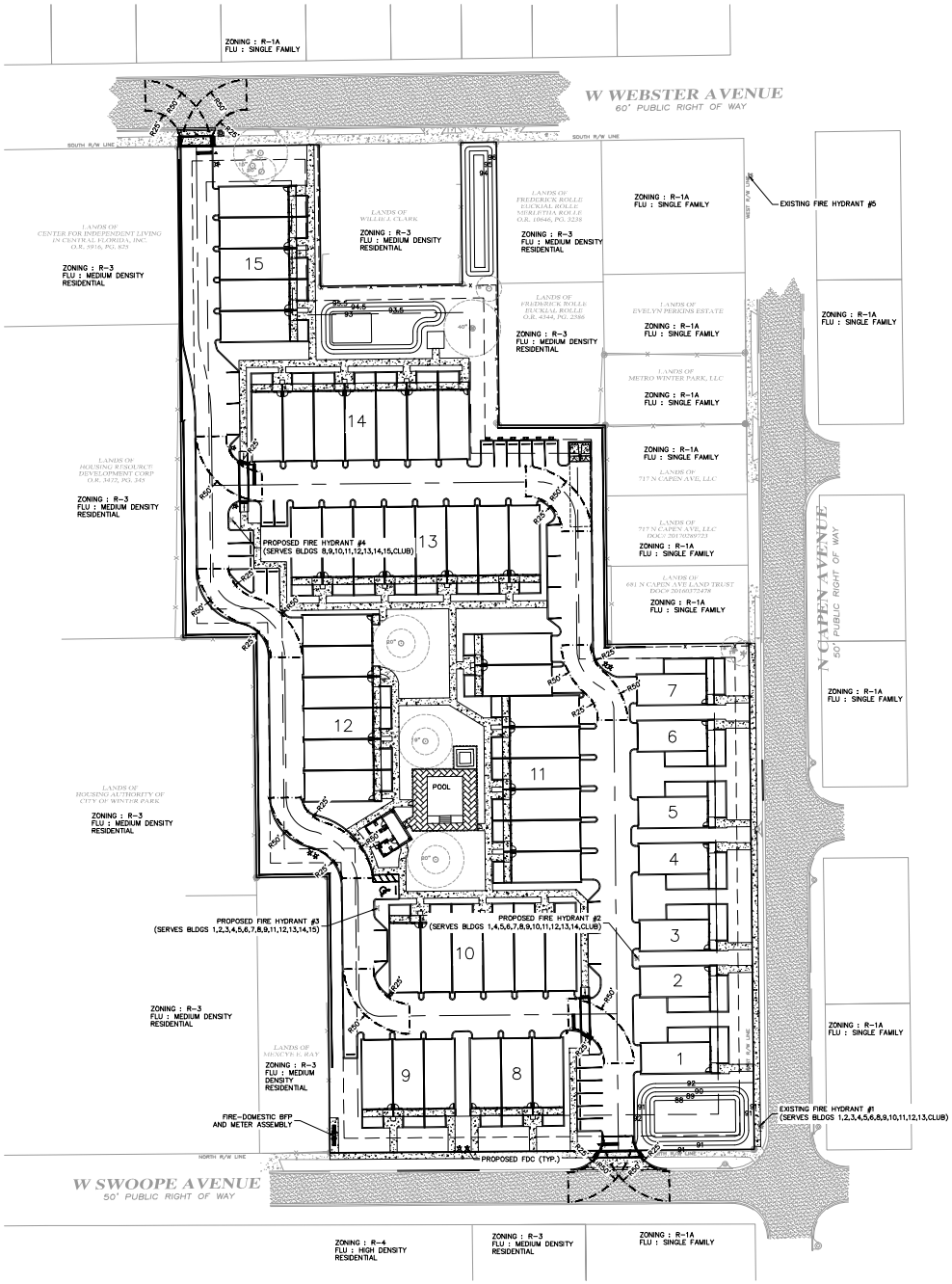

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FIRE TRUCK TURN RADII

WINTER PARK COMMONS

CITY OF WINTER PARK FLORIDA

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STRUCTURAL DESIGN LOADING CRITERIA
LIVE LOADING: AASHTO HS-20 HIGHWAY LOADING
GROUND WATER TABLE: BELOW INVERT OF SYSTEM
SOIL BEARING PRESSURE: 2500 PSF
SOIL DENSITY: 120 PCF
EQUIVALENT UNSATURATED LATERAL ACTIVE EARTH PRESSURE: 35 PSF / FT.
EQUIVALENT SATURATED LATERAL ACTIVE EARTH PRESSURE: 80 PSF/FT. (IF WATER TABLE PRESENT)
APPLICABLE CODES: ASTM C850 AO-318
BACKFILL TYPE: SEE SHEET 4.0 FOR BACKFILL OPTIONS

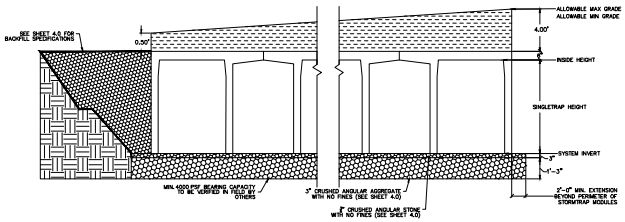
STORMTRAP SYSTEM INFORMATION		
WATER STORAGE PROV:		CUBIC FEET
UNIT HEADROOM:		
UNIT QUANTITY:	TOTAL PIECES	

SITE SPECIFIC DESIGN CRITERIA

1. STORMTRAP UNITS SHALL BE MANUFACTURED AND INSTALLED ACCORDING TO SHOP DRAWINGS APPROVED BY THE INSTALLING CONTRACTOR AND ENGINEER OF RECORD. THE SHOP DRAWINGS SHALL INDICATE SIZE AND LOCATION OF ROOF OPENINGS AND INLET/ OUTLET PIPE TYPES, SIZES, INVERT ELEVATIONS AND SIZE OF OPENINGS.
2. COVER RANGE: MIN.0.50' MAX. 2.00' CONSULT STORMTRAP FOR ADDITIONAL COVER OPTIONS.
3. ALL DIMENSIONS AND SOIL CONDITIONS, INCLUDING BUT NOT LIMITED TO GROUNDWATER AND SOIL BEARING CAPACITY ARE REQUIRED TO BE VERIFIED IN THE FIELD BY OTHERS PRIOR TO STORMTRAP INSTALLATION.
4. FOR STRUCTURAL CALCULATIONS THE GROUND WATER TABLE IS ASSUMED TO BE BELOW INVERT OF SYSTEM IF WATER TABLE IS DIFFERENT THAN ASSUMED, CONTACT STORMTRAP.

STORMTRAP SYSTEM ELEVATION TABLE	
STORMTRAP SYSTEM	DETAILS
SYSTEM 1	ALLOWABLE MAX GRADE=95.50 ALLOWABLE MIN GRADE=92.00 INSIDE HEIGHT=91.00 HRL=93.50 SINGLETRAP HEIGHT=2' SYSTEM INVERT=89.00
SYSTEM 2	ALLOWABLE MAX GRADE=96.50 ALLOWABLE MIN GRADE=93.00 INSIDE HEIGHT=92.00 HRL=94.50 SINGLETRAP HEIGHT=2' SYSTEM INVERT=90.00
SYSTEM 3	ALLOWABLE MAX GRADE=98.00 ALLOWABLE MIN GRADE=94.50 INSIDE HEIGHT=93.50 HRL=95.50 SINGLETRAP HEIGHT=2' SYSTEM INVERT=91.50

STORMTRAP SYSTEM ELEVATION TABLE	
STORMTRAP SYSTEM	DETAILS
SYSTEM 4	ALLOWABLE MAX GRADE=98.50 ALLOWABLE MIN GRADE=95.00 INSIDE HEIGHT=94.00 HRL=96.50 SINGLETRAP HEIGHT=2' SYSTEM INVERT=92.50
SYSTEM 5	ALLOWABLE MAX GRADE=97.00 ALLOWABLE MIN GRADE=93.50 INSIDE HEIGHT=92.50 HRL=95.00 SINGLETRAP HEIGHT=2'-6" SYSTEM INVERT=90.50
SYSTEM 6	ALLOWABLE MAX GRADE=99.50 ALLOWABLE MIN GRADE=92.00 INSIDE HEIGHT=91.00 HRL=91.50 SINGLETRAP HEIGHT=3' SYSTEM INVERT=88.00



StormTrap
PRODUCTS LISTED AS [HTTP://STORMTRAP.COM/PRODUCT]
1287 WINDHAM PARKWAY
ROMEOVILLE, IL 60446
P:815-941-4540 / F:331-318-5347

ENGINEER INFORMATION:
Kimley-Horn
189 S. ORANGE AVENUE,
SUITE 100
Orlando, FL
407-898-1511

PROJECT INFORMATION:
WINTER PARK COMMONS
3-0
-

CURRENT ISSUE DATE:

ISSUED FOR:
PRELIMINARY

REV.	DATE:	ISSUED FOR:	DWN BY:

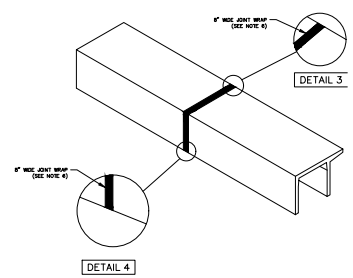
SCALE:

SHEET TITLE:
SINGLETRAP DESIGN CRITERIA

SHEET NUMBER:
1.0

STORMTRAP INSTALLATION SPECIFICATIONS

1. STORMTRAP SHALL BE INSTALLED IN ACCORDANCE WITH ASTM C891 STANDARD PRACTICE FOR INSTALLATION OF UNDERGROUND PRE-CAST CONCRETE UTILITY STRUCTURES THE FOLLOWING ADDITIONS AND/OR EXCEPTIONS SHALL APPLY:
2. IT IS THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR TO ENSURE THAT PROPER/ADEQUATE EQUIPMENT IS USED TO SET/INSTALL THE MODULES.
3. THE AGGREGATE FOUNDATION HAS BEEN DESIGNED BASED ON THE FOLLOWING ASSUMPTIONS. THESE ASSUMPTIONS WILL NEED TO BE VERIFIED BY A GEOTECHNICAL ENGINEER WHICH WILL NEED TO BE EMPLOYED BY THE OWNER.
   - 3.1. A QUALIFIED GEOTECHNICAL ENGINEER WILL BE EMPLOYED, BY OWNER, TO PROVIDE ASSISTANCE IN EVALUATING THE EXISTING SOIL CONDITIONS BELOW THE PROPOSED ENGINEERED STONE FOUNDATION. IF A STONE FOUNDATION DESIGN IS TO BE USED, THE BEARING PRESSURE OF THE SOILS BELOW THE STONE WILL NEED TO MEET OR EXCEED ALLOWABLE CAPACITY. IF THIS IS NOT POSSIBLE, THE STONE FOUNDATION MAY NOT BE AN OPTION FOR THIS LOCATION.
   - 3.2. A QUALIFIED GEOTECHNICAL ENGINEER WILL BE EMPLOYED, BY OWNER, TO EVALUATE A SOURCE OF STONE AGGREGATES THAT WILL BE PLACED ON PROPERLY COMPACTED SOILS (SEE SHEET 1.0 FOR SOIL BEARING CAPACITY REQUIREMENTS). THE AGGREGATE BASE COURSE FOR WHICH THE STORMTRAP SYSTEM WILL BEAR DIRECTLY ON SHALL CONSIST OF A 3" THICK BED OF 2" DIAMETER ANGULAR STONE, WELL COMPACTED AND SEATED, WITH NO FINES, AND A THICK BED OF 3" DIAMETER STONE AGGREGATE (SEE SHEET 4.0 FOR FURTHER DESCRIPTION/EXPLANATION). PLEASE NOTE THAT THESE ARE ONLY MINIMUM RECOMMENDATIONS AND A QUALIFIED GEOTECHNICAL ENGINEER SHALL BE USED TO DETERMINE THE EXACT REQUIREMENTS FOR THE LOCATIONS THAT THE STORMTRAP SYSTEM IS TO BE LOCATED.
   - 3.3. THE CONTRACTOR SHALL REMOVE ANY AND ALL EXPANDABLE OR COLLAPSIBLE SOILS AT THE DIRECTION OF A QUALIFIED GEOTECHNICAL ENGINEER.
   - 3.4. THE AGGREGATE FOUNDATION SHALL BE INSTALLED SUCH THAT THE AGGREGATE EXTENDS A MINIMUM OF 2'-0" PAST THE OUTSIDE OF THE SYSTEM (SEE DETAIL 1).
   - 3.5. THE 2" AGGREGATE SHALL BE COMPACTED USING A VIBRATING ROLLER WITH ITS' FULL DYNAMIC FORCE APPLIED TO ACHIEVE A FLAT SURFACE.
   - 3.6. DISK, DRY AND COMPACT THE TOP 8" OF THE SUBGRADE SOILS TO 95% OF THE STANDARD DRY DENSITY AND 110% OPTIMUM MOISTURE CONTENT.
   - 3.7. AGGREGATE SHALL BE GRADED WITHIN +/- 2" OF THE GRADE SHOWN ON THE PLANS.
   - 3.8. MINIMUM SOIL BEARING CAPACITY LISTED ON SHEET 1.0 SHALL BE VERIFIED IN FIELD BY OTHERS.
4. THE STORMTRAP MODULES SHALL BE PLACED SUCH THAT THE MAXIMUM SPACE BETWEEN ADJACENT MODULES DOES NOT EXCEED 2" (SEE DETAIL 2). IF THE SPACE EXCEEDS 2", THE MODULES SHALL BE RESET WITH APPROPRIATE ADJUSTMENT MADE TO LINE AND GRADE TO BRING THE SPACE INTO SPECIFICATION.
5. STORMTRAP MODULES ARE NOT WATERTIGHT. IF A WATERTIGHT SOLUTION IS REQUIRED, CONTACT STORMTRAP FOR RECOMMENDATIONS. THE WATERTIGHT APPLICATION IS TO BE PROVIDED AND IMPLEMENTED BY THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT THE SELECTED WATERTIGHT SOLUTION PERFORMS AS SPECIFIED BY THE MANUFACTURER.
6. ALL EXTERIOR JOINTS BETWEEN ADJACENT STORMTRAP MODULES SHALL BE SEALED WITH 8" WIDE PRE-FORMED, COLD-APPLIED, SELF-ADHERING ELASTOMERIC RESIN, BONDED TO A WOVEN , HIGHLY PUNCTURE RESISTANT POLYMER WRAP, CONFORMING TO ASTM C891 AND SHALL BE INTEGRATED WITH PRIMER SEALANT AS APPROVED BY STORMTRAP (SEE DETAILS 3 & 4). THE JOINT WRAP DOES NOT PROVIDE A WATERTIGHT SEAL. THE SOLE PURPOSE OF THE JOINT WRAP IS TO PROVIDE A SILT AND SOIL TIGHT SYSTEM. THE ADHESIVE EXTERIOR JOINT WRAP SHALL BE INSTALLED ACCORDING TO THE FOLLOWING INSTALLATION INSTRUCTIONS.
   - 6.1. USE A BRUSH OR WET CLOTH TO THOROUGHLY CLEAN THE OUTSIDE SURFACE AT THE POINT WHERE THE JOINT WRAP IS TO BE APPLIED.
   - 6.2. A RELEASE PAPER PROTECTS THE ADHESIVE SIDE OF THE JOINT WRAP. PLACE THE ADHESIVE TAPE (ADHESIVE SIDE DOWN) AROUND THE STRUCTURE, REMOVING THE RELEASE PAPER AS YOU GO. PRESS THE JOINT WRAP FIRMLY AGAINST THE STORMTRAP MODULE SURFACE WHEN APPLYING.
7. IF THE CONTRACTOR NEEDS TO CANCEL ANY SHIPMENTS, THEY MUST DO SO 48 HOURS PRIOR TO THEIR SCHEDULED ARRIVAL AT THE JOB SITE. IF CANCELED AFTER THAT TIME, PLEASE CONTACT THE PROJECT MANAGER.
8. IF THE STORMTRAP MODULE(S) IS DAMAGED IN ANY WAY PRIOR, DURING, OR AFTER INSTALL, STORMTRAP, MUST BE CONTACTED IMMEDIATELY TO ASSESS THE DAMAGE AND TO DETERMINE WHETHER OR NOT THE MODULE(S) WILL NEED TO BE REPLACED. IF ANY MODULE ARRIVES AT THE JOBSITE DAMAGED DO NOT UNLOAD IT; CONTACT STORMTRAP, IMMEDIATELY. ANY DAMAGE NOT REPORTED BEFORE THE TRUCK IS UNLOADED WILL BE THE CONTRACTOR'S RESPONSIBILITY.
9. STORMTRAP MODULES CANNOT BE ALTERED IN ANY WAY AFTER MANUFACTURING WITHOUT WRITTEN CONSENT FROM STORMTRAP.



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PRODUCTS LISTED AS [HTTP://STORMTRAP.COM/PRODUCT]
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PROJECT INFORMATION:
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CITY OF WINTER PARK, FL

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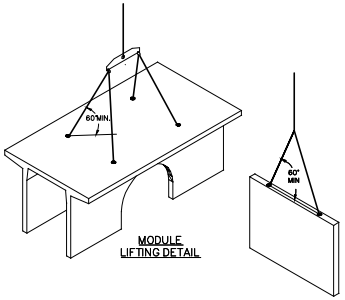
SHEET TITLE:
SINGLETRAP INSTALLATION SPECIFICATIONS

SHEET NUMBER:
3.0

STORMTRAP MODULE LIFTING INSTALLATION NOTES

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL (4) CHAINS/CABLES ARE SECURED PROPERLY TO THE LIFTING ANCHORS AND IN EQUAL TENSION WHEN LIFTING THE STORMTRAP MODULE (SEE RECOMMENDATIONS 2 & 3).
2. MINIMUM 7'-0" CHAIN/CABLE LENGTH TO BE USED TO LIFT STORMTRAP MODULES (SUPPLIED BY CONTRACTOR).
3. CONTRACTOR TO ENSURE MINIMUM LIFTING ANGLE IS 60° FROM TOP SURFACE OF STORMTRAP MODULE. SEE DETAIL.

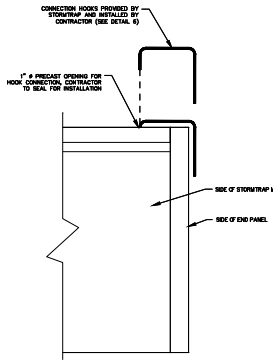


MODULE LIFTING DETAIL

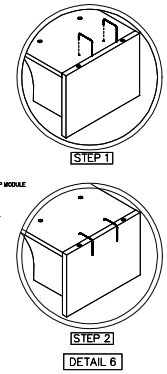
END PANEL LIFTING DETAIL

END PANEL ERECTION/INSTALLATION NOTES

1. END PANELS WILL BE SUPPLIED TO CLOSE OFF OPEN ENDS OF ROWS.
2. PANELS SHALL BE INSTALLED IN A TILT UP FASHION DIRECTLY ADJACENT TO OPEN END OF MODULE (REFER TO SHEET 2.0 FOR END PANEL LOCATIONS).
3. CONNECTION HOOKS WILL BE SUPPLIED WITH END PANELS TO SECURELY CONNECT PANEL TO ADJACENT STORMTRAP MODULE (SEE PANEL CONNECTION ELEVATION VIEW).
4. ONCE CONNECTION HOOK IS ATTACHED, LIFTING CLUTCHES MAY BE REMOVED.
5. JOINT WRAP SHALL BE PLACED AROUND PERIMETER JOINT PANEL (SEE SHEET 3.0).



PANEL CONNECTION ELEVATION VIEW



DETAIL 6

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JEFFREY R. SWISHER, P.E.
FLORIDA LICENSE NUMBER 60275
09/19/2023

KHA PROJECT 243301000
DATE 09/19/2023
SCALE
DESIGNED BY ###
DRAWN BY ###
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STORM TRAP DETAILS

WINTER PARK COMMONS
CITY OF WINTER PARK FLORIDA

SHEET NUMBER
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ZONE CHART

ZONES	ZONE DESCRIPTIONS	REMARKS
ZONE 1 A	FOUNDATION AGGREGATE	#5 (¾") STONE AGGREGATE (SEE NOTE 4 FOR DESCRIPTION)
ZONE 1 B	FOUNDATION AGGREGATE	3" STONE AGGREGATE (SEE NOTE 5 FOR DESCRIPTION)
ZONE 2	BACKFILL	UNIFIED SOILS CLASSIFICATION (GW, GP, SW, SP) OR SEE BELOW FOR APPROVED BACKFILL OPTIONS
ZONE 3	FINAL COVER OVERTOP	MATERIALS NOT TO EXCEED 120 PCF

FILL DEPTH	TRACK WIDTH	MAX VEHICLE WEIGHT (KIPS)	MAX GROUND PRESSURE
12"	12"	51.8	1690 psf
	18"	56.1	1219 psf
	24"	68.1	1111 psf
	30"	76.7	1000 psf
	36"	85.0	924 psf

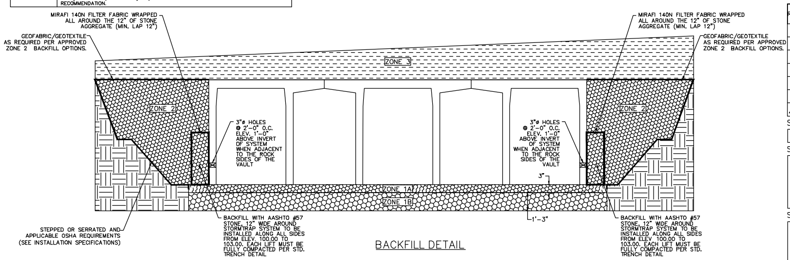
NOTE:
TRACK LENGTH NOT TO EXCEED 15'-4".
ONLY TWO TRACKS PER VEHICLE.

APPROVED ZONE 2 BACKFILL OPTIONS

OPTION	REMARKS
¾" STONE AGGREGATE	THE STONE AGGREGATE SHALL CONSIST OF CLEAN AND FREE DRAINING ANGULAR MATERIAL. THE SIZE OF THIS MATERIAL SHALL HAVE 100% PASSING THE 1" SIEVE WITH 0% TO 5% PASSING THE #8 SIEVE. THIS MATERIAL SHALL BE SEPARATED FROM NATIVE MATERIAL USING GEOFABRIC AROUND THE PERIMETER OF THE BACKFILL (ASTM SIZE #57) AS DETERMINED BY THE GEOTECHNICAL ENGINEER.
SAND	IMPORTED PURE SAND IS PERMITTED TO BE USED AS BACKFILL IF IT IS CLEAN AND FREE DRAINING. THE SAND USED FOR BACKFILLING SHALL HAVE LESS THAN 40% PASSING #40 SIEVE AND LESS THAN 5% PASSING #200 SIEVE. THIS MATERIAL SHALL BE SEPARATED FROM NATIVE MATERIAL USING GEOFABRIC AROUND THE PERIMETER OF THE SAND BACKFILL.
CRUSHED CONCRETE AGGREGATE	CLEAN, FREE DRAINING CRUSHED CONCRETE AGGREGATE MATERIAL CAN BE USED AS BACKFILL FOR STORMTRAP'S MODULES. THE SIZE OF THIS MATERIAL SHALL HAVE 100% PASSING THE 1" SIEVE WITH 0% TO 5% PASSING THE #8 SIEVE. THIS MATERIAL SHALL BE SEPARATED FROM NATIVE MATERIAL USING GEOFABRIC AROUND THE PERIMETER OF THE BACKFILL.
ROAD PACK	STONE AGGREGATE 100% PASSING THE 1-1/2" SIEVE WITH LESS THAN 12% PASSING THE #200 SIEVE (ASTM SIZE #467). GEOFABRIC AS PER GEOTECHNICAL ENGINEER RECOMMENDATION.

STORMTRAP ZONE INSTALLATION SPECIFICATIONS/PROCEDURES

1. THE FILL PLACED AROUND THE STORMTRAP MODULES MUST DEPOSITED ON BOTH SIDES AT THE SAME TIME AND TO APPROXIMATELY THE SAME ELEVATION. AT NO TIME SHALL THE FILL BEHIND ONE SIDE WALL BE MORE THAN 2'-0" HIGHER THAN THE FILL ON THE OPPOSITE SIDE. BACKFILL SHALL EITHER BE COMPACTED AND/OR VIBRATED TO ENSURE THAT BACKFILL AGGREGATE/STONE MATERIAL IS WELL SEATED AND PROPERLY INTER LOCKED. CARE SHALL BE TAKEN TO PREVENT ANY WEDGING ACTION AGAINST THE STRUCTURE, AND ALL SLOPES WITHIN THE AREA TO BE BACKFILLED MUST BE STEPPED OR SERRATED TO PREVENT WEDGING ACTION. CARE SHALL ALSO BE TAKEN AS NOT TO DISRUPT THE JOINT WRAP FROM THE JOINT DURING THE BACKFILL PROCESS. BACKFILL MUST BE FREE-DRAINING MATERIAL. SEE ZONE 2 BACKFILL CHART ON THIS PAGE FOR APPROVED BACKFILL OPTIONS. IF NATIVE EARTH IS SUSCEPTIBLE TO MIGRATION, CONFIRM WITH GEOTECHNICAL ENGINEER AND PROVIDE PROTECTION AS REQUIRED (PROVIDED BY OTHERS).
2. DURING PLACEMENT OF MATERIAL OVERTOP THE SYSTEM, AT NO TIME SHALL MACHINERY BE USED OVERTOP THAT EXCEEDS THE DESIGN LIMITATIONS OF THE SYSTEM. WHEN PLACEMENT OF MATERIAL OVERTOP, MATERIAL SHALL BE PLACED SUCH THAT THE DIRECTION OF PLACEMENT IS PARALLEL WITH THE OVERALL LONGITUDINAL DIRECTION OF THE SYSTEM WHENEVER POSSIBLE.
3. THE FILL PLACED OVERTOP THE SYSTEM SHALL BE PLACED AT A MINIMUM OF 6" LIFTS. AT NO TIME SHALL MACHINERY OR VEHICLES GREATER THAN THE DESIGN HS-20 LOADING CRITERIA TRAVEL OVERTOP THE SYSTEM WITHOUT THE MINIMUM DESIGN COVERAGE. IF TRAVEL IS NECESSARY OVERTOP THE SYSTEM PRIOR TO ACHIEVING THE MINIMUM DESIGN COVER, IT MAY BE NECESSARY TO REDUCE THE ULTIMATE LOAD/BURDEN OF THE OPERATING MACHINERY SO AS TO NOT EXCEED THE DESIGN CAPACITY OF THE SYSTEM. IN SOME CASES, IN ORDER TO ACHIEVE REQUIRED COMPACTION, HAND COMPACTION MAY BE NECESSARY IN ORDER NOT TO EXCEED THE ALLOTTED DESIGN LOADING. SEE CHART FOR TRACKED VEHICLE WIDTH AND ALLOWABLE MAXIMUM PRESSURE PER TRACK.
4. FREE DRAINING AGGREGATE – 80% AGGREGATE RETAINED ON ½" SIEVE MAJORITY OF AGGREGATE SIZE BETWEEN ½" AND 1" ONLY 5% OF MATERIAL PASSING #8 SIEVE.
5. FREE DRAINING, NO FINES, 3" AGGREGATE – MAJORITY OF STONE SIZE IN BETWEEN 1½" AND 3" – VERY SIMILAR TO AASHTO (#1, #2, #3, & #24) STONE AGGREGATE GRADATION.



BACKFILL DETAIL

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SHEET TITLE: SINGLETRAP BACKFILL SPECIFICATIONS

SHEET NUMBER: 4.0

RECOMMENDED
ACCESS OPENING SPECIFICATION

1. A TYPICAL ACCESS OPENING FOR THE STORMTRAP SYSTEM ARE 2'-0" IN DIAMETER. ACCESS OPENINGS LARGER THAN 3'-0" IN DIAMETER NEED TO BE APPROVED BY STORMTRAP. ALL OPENINGS MUST RETAIN AT LEAST 1'-0" OF CLEARANCE FROM THE END OF THE STORMTRAP MODULE UNLESS NOTED OTHERWISE. ALL ACCESS OPENINGS TO BE LOCATED ON INSIDE LEG UNLESS OTHERWISE SPECIFIED.
2. PLASTIC COATED STEEL STEPS PRODUCED BY M.A. INDUSTRIES PART #PS3-PFC OR APPROVED EQUAL (SEE STEP DETAIL) ARE PROVIDED INSIDE ANY MODULE WHERE DEEMED NECESSARY. THE HIGHEST STEP IN THE MODULE IS TO BE PLACED A DISTANCE OF 1'-0" FROM THE INSIDE EDGE OF THE STORMTRAP MODULES. ALL ENSUING STEPS SHALL BE PLACED AT A DISTANCE BETWEEN 10" MIN AND 14" MAX BETWEEN THEM. STEPS MAY BE MOVED OR ALTERED TO AVOID OPENINGS OR OTHER IRREGULARITIES IN THE MODULE.
3. STORMTRAP LIFTING INSERTS MAY BE RELOCATED TO AVOID INTERFERENCE WITH ACCESS OPENINGS OR THE CENTER OF GRAVITY OF THE MODULE AS NEEDED.
4. STORMTRAP ACCESS OPENINGS MAY BE RELOCATED TO AVOID INTERFERENCE WITH INLET AND/OR OUTLET PIPE OPENINGS SO PLACEMENT OF STEPS IS ATTAINABLE.
5. ACCESS OPENINGS SHOULD BE LOCATED IN ORDER TO MEET THE APPROPRIATE MUNICIPAL REQUIREMENTS. STORMTRAP RECOMMENDS AT LEAST TWO ACCESS OPENINGS PER SYSTEM FOR ACCESS AND INSPECTION.
6. USE PRECAST ADJUSTING RINGS AS NEEDED TO MEET GRADE. STORMTRAP RECOMMENDS FOR COVER OVER 2' TO USE PRECAST BARREL OR CONE SECTIONS. (PROVIDED BY OTHERS)

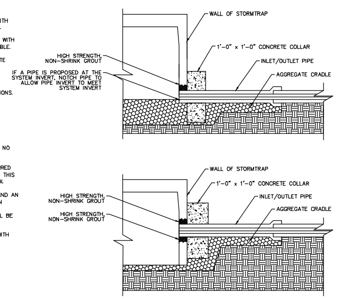
RECOMMENDED
PIPE OPENING SPECIFICATION

1. MINIMUM EDGE DISTANCE FOR AN OPENING ON THE OUTSIDE WALL SHALL BE NO LESS THAN 1'-0".
2. MAXIMUM OPENING SIZE TO BE DETERMINED BY THE MODULE HEIGHT. PREFERRED OPENING SIZE IS ø 36" OR LESS. ANY OPENING NEEDED THAT DOES NOT FIT THIS CRITERIA SHALL BE BROUGHT TO THE ATTENTION OF STORMTRAP FOR REVIEW.
3. CONNECTING PIPES SHALL BE INSTALLED WITH A 1'-0" CONCRETE COLLAR, AND AN AGGREGATE CRADLE FOR AT LEAST ONE PIPE LENGTH (SEE PIPE CONNECTION DETAIL). A STRUCTURAL GRADE CONCRETE OR HIGH STRENGTH, NON-SHRINK GROUT WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI SHALL BE USED.
4. THE ANNULAR SPACE BETWEEN THE PIPE AND THE HOLE SHALL BE FILLED WITH HIGH STRENGTH NON-SHRINK GROUT.

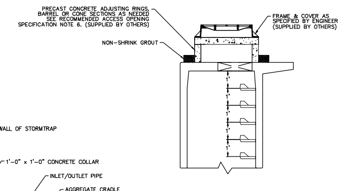
RECOMMENDED PIPE
INSTALLATION INSTRUCTIONS

1. CLEAN AND LIGHTLY LUBRICATE ALL OF THE PIPE TO BE INSERTED INTO STORMTRAP.
2. IF PIPE IS CUT, CARE SHOULD BE TAKEN TO ALLOW NO SHARP EDGES. BEVEL AND LUBRICATE LEAD END OF PIPE.
3. ALIGN CENTER OF PIPE TO CORRECT ELEVATION AND INSERT INTO OPENING.

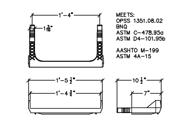
NOTE: ALL ANCILLARY PRODUCTS/SPECIFICATIONS RECOMMENDED AND SHOWN ON THIS SHEET ARE RECOMMENDATIONS ONLY AND SUBJECT TO CHANGE PER THE INSTALLING CONTRACTOR AND/OR PER LOCAL MUNICIPAL CODE/REQUIREMENTS.



PIPE CONNECTION DETAIL



RISER / STAIR DETAIL



STEP DETAIL

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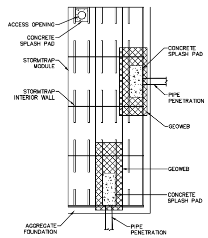
SHEET TITLE: RECOMMENDED PIPE / ACCESS OPENING SPECIFICATIONS

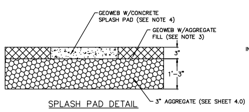
SHEET NUMBER: 5.0

NOTES:

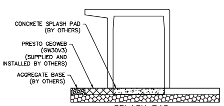
1. THE APPROVED GEOWEB SHALL BE PRESTO GEOWEB (GW30V3). THE GEOWEB NOMINAL DIMENSIONS SHALL BE 9-FT x 25-FT.
2. THE CONCRETE SPLASH PAD AND GEOWEB SHALL BE INSTALLED PRIOR TO INSTALLATION OF THE STORMTRAP MODULES.
3. THE GEOWEB INFILL MATERIAL SHALL BE #5 AGGREGATE.
4. THE CONCRETE SPLASH PAD SHALL BE INSTALLED WITHIN THE GEOWEB AND IS REQUIRED AT ALL PIPE ENTRY LOCATIONS.
5. THE GEOWEB EDGE SHALL BE INSTALLED 1-FT BEYOND THE OUTER PERIMETER OF THE STORMTRAP SYSTEM.
6. THE GEOWEB LONGITUDINAL DIMENSION (25-FT) SHALL BE INSTALLED PARALLEL TO THE STORMTRAP LEGS.
7. THE CONCRETE SPLASH PAD AND GEOWEB SHALL BE CENTERED AT THE PIPE PENETRATION.
8. REFER TO SPLASH PAD LAYOUT FOR CONCRETE SPLASH PAD DIMENSIONS.
9. IF ANY PRODUCT OTHER THAN PRESTO GEOWEB IS TO BE INSTALLED, THE PRODUCT MANUFACTURER IS REQUIRED TO SUBMIT A LETTER STATING THAT THE PRODUCT IS EQUAL OR BETTER THEN PRESTO GEOWEB, BOTH IN PERFORMANCE AND IN STRUCTURAL CAPACITY.
10. ALL GEOWEB AND SPLASH PADS TO BE SUPPLIED AND INSTALLED BY CONTRACTOR.
11. A CONCRETE SPLASH PAD IS REQUIRED AT ANY ACCESS OPENING THAT HAS AN OPEN GRATE FOR DRAINAGE. THE CONCRETE SPLASH PAD SHALL EXTEND BETWEEN THE UNIT LEG WALLS AND 3'-0" FROM THE CENTERLINE OF THE OPENING ON BOTH SIDES UNLESS SPECIFIED OTHERWISE ON THE SPLASH PAD LAYOUT. GEOWEB IS NOT REQUIRED UNDER ACCESS OPENINGS.

SPLASH PAD CONFIGURATION

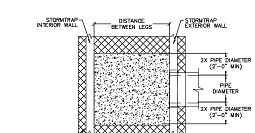




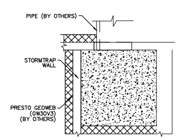
SPLASH PAD DETAIL



SPLASH PAD
ELEVATION



SPLASH PAD & GEOWEB
PLAN VIEW – SIDE WALL



SPLASH PAD & GEOWEB
PLAN VIEW – END PANEL

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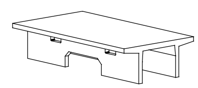
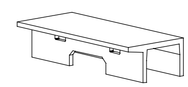
SHEET TITLE: SPLASH PAD & GEOWEB DETAILS

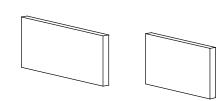
SHEET NUMBER: 6.0



TYPE II



TYPE IV



TYPE II
END PANEL

TYPE IV
END PANEL

NOTES:
1. OPENING LOCATIONS AND SHAPES MAY VARY.
2. SP – INDICATES A MODULE WITH MODIFICATIONS.
3. P – INDICATES A MODULE WITH A PANEL ATTACHMENT.
4. POCKET WINDOW OPENINGS ARE OPTIONAL.

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SHEET TITLE: SINGLETRAP MODULE TYPES

SHEET NUMBER: 7.0

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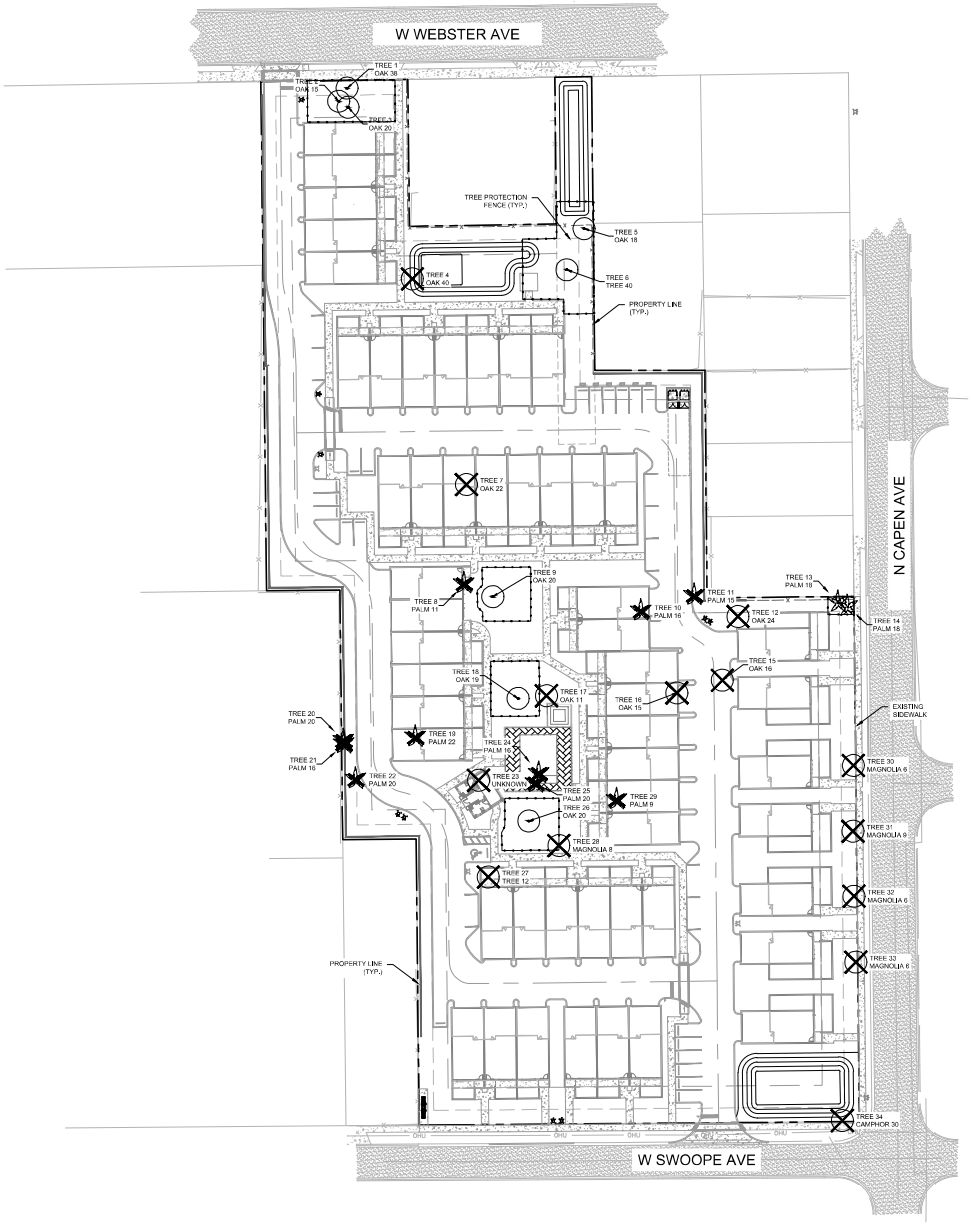
SHEET NUMBER
C8.2



GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

TREE MITIGATION GRAPHIC LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	TREE TO BE REMOVED		PALM TO BE REMOVED
	TREE TO REMAIN		PALM TO REMAIN
			TREE PROTECTION FENCE

TREE MITIGATION

TREE NO.	SPECIES	SIZE (DBH)	STATUS	MIT. REQ
1	OAK	38	REMAIN	
2	OAK	15	REMAIN	
3	OAK	20	REMAIN	
4	OAK	40	REMOVE	2
5	OAK	18	REMAIN	
6	UNKNOWN	40	REMAIN	
7	OAK	22	REMOVE	2
8	PALM	11	REMOVE	EXCLUDE
9	OAK	20	REMAIN	
10	PALM	16	REMOVE	EXCLUDE
11	PALM	15	REMOVE	EXCLUDE
12	OAK	24	REMOVE	2
13	PALM	18	REMAIN	
14	PALM	18	REMAIN	
15	OAK	16	REMOVE	1
16	OAK	15	REMOVE	1
17	OAK	11	REMOVE	1
18	OAK	19	REMAIN	
19	PALM	22	REMOVE	EXCLUDE
20	PALM	20	REMOVE	EXCLUDE
21	PALM	16	REMOVE	EXCLUDE
22	PALM	20	REMOVE	EXCLUDE
23	UNKNOWN	10	REMOVE	1
24	PALM	16	REMOVE	EXCLUDE
25	PALM	20	REMOVE	EXCLUDE
26	OAK	20	REMAIN	
27	UNKNOWN	12	REMOVE	1
28	MAGNOLIA	8	REMOVE	EXCLUDE
29	PALM	9	REMOVE	EXCLUDE
30	MAGNOLIA	6	REMOVE	EXCLUDE
31	MAGNOLIA	9	REMOVE	1
32	MAGNOLIA	6	REMOVE	EXCLUDE
33	MAGNOLIA	6	REMOVE	EXCLUDE
34	CAMPHOR	30	REMOVE	EXCLUDE

TOTAL TREES REMOVED (EXCLUDES UNDER 9" DBH, PALMS, AND INVASIVES)	9
REMOVED TREES UNDER 19" DBH (1:1 REPLACEMENT TREES)	3
REMOVED TREES 19" AND OVER (2:1 REPLACEMENT TREES)	6
TOTAL REPLACEMENT TREES REQUIRED	12

No.	REVISIONS	DATE	BY

Kimley»Horn

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MATTHEW T. FRANKO, PLA
FLORIDA LICENSE NUMBER
9/22/2023

KHA PROJECT 249301000
DATE 09/19/2023
SCALE
DESIGNED BY AJG
DRAWN BY AJG
CHECKED BY MTF

TREE MITIGATION PLAN

WINTER PARK COMMONS

CITY OF WINTER PARK FLORIDA

SHEET NUMBER
L0.50

Plotted By:Green, Alex Sheet Set:WINTER PARK COMMONS Layout:L0.50 September 22, 2023 09:39:26am K:\orl_civil\249301000--winter park commons\CADD\CONST\PlanSheets\L0.50 TREE MITIGATION PLAN.dwg
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TREE MITIGATION SPECIFICATIONS

A. GENERAL

1. CONTRACTOR SHALL ADHERE TO ALL TREE PROTECTION REQUIREMENTS LISTED IN THESE SPECIFICATIONS AND/OR THOSE LISTED IN THE CITY OR COUNTY ZONING CODE. TREE PROTECTION (LATEST EDITION), WHICHEVER IS MORE STRINGENT SHALL APPLY.
2. CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION PROCEDURES WITH THE PROJECT ARBORIST PRIOR TO BEGINNING WORK.
3. ANY AREAS SUBJECT TO EROSION MUST BE ADEQUATELY STABILIZED WITH VEGETATION MATERIAL THAT WILL, WITHIN A REASONABLE TIME FRAME, DETER SOIL DISTURBANCE.
4. NO SIGNS, BUILDING PERMITS, WIRES OR OTHER ATTACHMENTS OF ANY KIND SHALL BE ATTACHED TO ANY TREE OR PALM. GUY WIRES DESIGNED TO PROTECT TREES ARE EXCLUDED FROM THIS PROHIBITION.
5. EXISTING TREE LOCATIONS AND SIZES ARE ESTIMATES AND ARE BASED ON A SURVEY PROVIDED BY THE OWNER SELECTED SURVEYOR.
6. CONTRACTOR SHALL COORDINATE TREE REMOVAL WITH PERMITTING AGENCY AND PROJECT ARBORIST PRIOR TO CONSTRUCTION. NO PERSON MAY REMOVE OR CAUSE TO BE REMOVED ANY PROTECTED TREE OR PALM WITHOUT FIRST HAVING PROCURED A PERMIT AS PROVIDED BY THE APPROPRIATE PERMITTING AGENCY.
7. FOR PROTECTED TREES OR PALMS BEING REMOVED, THE CONTRACTOR MUST GIVE THE PERMITTING AGENCY REASONABLE OPPORTUNITY TO RELOCATE TREES DESIGNATED FOR REMOVAL TO ANOTHER SITE AT THE PERMITTING AGENCY'S EXPENSE.
8. CONTRACTOR IS RESPONSIBLE FOR POSSESSING ALL REQUIRED APPLICATOR LICENSES, BUSINESS REGISTRATIONS AND INSURANCE, PESTICIDE LABELS, AND MATERIAL DATA SAFETY SHEETS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR HAVING ALL SPILL CONTAINMENT MATERIALS AND REQUIRED PERSONAL PROTECTIVE EQUIPMENT FOR PESTICIDE APPLICATIONS AND ACCIDENTAL SPILLS ON SITE AT ALL TIMES. THE OWNER RESERVES THE RIGHT TO INSPECT EACH APPLICATOR AND HAVE THESE MATERIALS PRESENTED BEFORE AND DURING ANY PESTICIDE TREATMENT.
9. WHERE TRAFFIC AREAS ARE PROPOSED WITHIN THE DRIP LINE OF PROTECTED TREES AND LESS THAN FOUR (4) INCHES OF GRADE CHANGE ARE PROPOSED, PERMEABLE SURFACES THAT ALLOW AIR AND WATER INTO THE SOIL SHOULD BE USED IN LIEU OF ASPHALT OR OTHER SUCH IMPERVIOUS SURFACES.
10. TREE WELLS OF AN APPROVED DESIGN SHALL BE CONSTRUCTED AROUND ALL TREES TO BE PRESERVED WHEN MORE THAN FOUR INCHES OF FILL IS TO BE DEPOSITED WITHIN THE DRIP LINE AREA OF THOSE TREES. COORDINATE WITH PROJECT ARBORIST.
11. THE SEQUENCE OF TREE MITIGATION AND PRESERVATION MEASURES IS IMPERATIVE TO THE HEALTH AND SURVIVABILITY OF THE SUBJECT TREES AND SHALL BE COORDINATED WITH THE OWNER SELECTED PROJECT ARBORIST. THE DESIRED SEQUENCE IS OUTLINED BELOW:
    a. TREE PROTECTION FENCING.
    b. ROOT PRUNING AND ROOT BARRIERS.
    c. CLEARING.
    d. TREE CANOPY PRUNING.
    e. FERTILIZATION.
    f. INSECTICIDE.
    g. IRRIGATION.

B. TREE PROTECTION FENCING

1. PRIOR TO THE ERECTION OF ANY TREE PROTECTION FENCING, ALL FOREIGN SURFACE MATERIAL, TRASH OR DEBRIS SHALL BE REMOVED FROM THE AREA TO BE ENCLOSED BY THE FENCING. AFTER ERECTION OF THE FENCING NO SUCH MATERIAL OR LITTER SHALL BE PERMITTED TO REMAIN WITHIN THE PROTECTED AREA.
2. TREE PROTECTION FENCING SHALL BE PLACED AROUND ALL PROTECTED TREES TO CREATE A PROTECTIVE ROOT ZONE AND SHALL REMAIN IN PLACE UNTIL SITE CLEARING, LAND ALTERATION, AND CONSTRUCTION ACTIVITIES ARE COMPLETE.
3. NATIVE GROUND COVER AND UNDERSTORY VEGETATION EXISTING WITHIN THE PROTECTED AREA SHALL REMAIN THROUGHOUT CONSTRUCTION. OTHER DESIGNATED VEGETATION AND INVASIVE PLANT SPECIES SHALL BE REMOVED ONLY BY MANUAL LABOR UTILIZING HAND TOOLS, OR BY OTHER METHODS APPROVED BY THE PROJECT ARBORIST.
4. TREE PROTECTION FENCING TYPES AND LOCATIONS SHALL BE ERECTED AS SHOWN ON THE TREE MITIGATION PLANS AND DETAILS, OR AS REQUESTED BY LOCAL AGENCY.
5. FINAL LOCATIONS SHALL BE COORDINATED WITH AND APPROVED BY THE PROJECT ARBORIST.
6. NO MATERIALS, EQUIPMENT, SPOIL, WASTE OR WASHOUT WATER MAY BE DEPOSITED, STORED, OR PARKED WITHIN 20 FEET OF THE TREE PROTECTION ZONE.
7. EROSION CONTROL DEVICES SUCH AS SILT FENCING, DEBRIS BASINS, AND WATER DIVERSION STRUCTURES SHALL BE INSTALLED TO PREVENT SILTATION AND/OR EROSION WITHIN THE TREE PROTECTION ZONE.
8. CONSTRUCTION ACTIVITY SHALL NOT DESTROY OR IRREVERSIBLY HARM THE ROOT SYSTEM OF PROTECTED TREES. POST HOLES AND TRENCHES LOCATED CLOSE TO PROTECTED TREES SHALL BE ADJUSTED TO AVOID DAMAGE TO MAJOR ROOTS.
9. DO NOT INSTALL CONDUIT, DRAIN OR IRRIGATION LINES, OR ANY UTILITY LINE WITHIN THE TREE PROTECTION ZONE WITHOUT THE APPROVAL OF THE PROJECT ARBORIST. IF LINES MUST TRAVERSE THE PROTECTION AREA, THEY SHALL BE TUNNELED OR BORED UNDER THE TREE.
10. CONTRACTOR'S ACCESS TO FENCED TREE PROTECTION AREAS WILL BE PERMITTED ONLY WITH APPROVAL OF THE PROJECT ARBORIST.
11. EXCAVATION OR GRADING REQUIRED WITHIN THE PROTECTED AREA SHALL BE LIMITED TO THREE (3) INCHES OF CUT OR FILL. COORDINATE WITH PROJECT ARBORIST.
12. STRUCTURES AND UNDERGROUND FEATURES TO BE REMOVED WITHIN THE TREE PROTECTION ZONE SHALL BE COORDINATED WITH THE PROJECT ARBORIST.
13. TREE PROTECTION FENCING AROUND TREES TO BE RELOCATED SHALL BE ERECTED UNTIL THE TREE IS READY TO BE RELOCATED AND NEW FENCING SHALL BE ERECTED AT THE TREES NEW LOCATION AND WILL REMAIN IN PLACE UNTIL ALL CONSTRUCTION ACTIVITIES ARE COMPLETE.
14. IF ANY DAMAGE TO TREE PROTECTION FENCING SHOULD OCCUR BY ACCIDENT OR NEGLIGENCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATE REPAIRS.
15. IF TEMPORARY HAUL OR ACCESS ROADS MUST PASS OVER THE PROTECTED AREA OF TREES TO BE PRESERVED, A ROAD BED OF SIX (6) INCHES OF MULCH OR GRAVEL SHALL BE CREATED TO PROTECT THE SOIL. THE ROAD BED MATERIAL SHALL BE REPLENISHED AS NECESSARY TO MAINTAIN A SIX (6) INCH ROAD BED AT ALL TIMES. CONTRACTOR SHALL REMOVE ALL SUCH MATERIALS FROM THE SITE AS SOON AS TEMPORARY ACCESS IS NO LONGER NECESSARY.
16. CONTRACTOR SHALL COORDINATE WITH THE PROJECT ARBORIST PRIOR TO THE REMOVAL OF ALL TREE PROTECTION FENCING.

C. ROOT PRUNING/TRENCHING

1. TRENCHING LOCATIONS SHALL BE APPROVED IN THE FIELD BY THE PROJECT ARBORIST.
2. TRENCHING EQUIPMENT THAT WILL TURN AT HIGH RPMS IS PREFERRED, AND SHALL BE APPROVED BY THE PROJECT ARBORIST. APPROVED EQUIPMENT WILL BE USED TO PERFORM ALL ROOT PRUNING OPERATIONS, A MINIMUM DEPTH OF THREE FEET IS REQUIRED.
3. INSTALL ROOT BARRIER WHERE DESIGNATED, SEE TREE MITIGATION PLAN AND DETAIL SHEETS.
4. THE TRENCH SHALL BE BACKFILLED WITH PREVIOUSLY EXCAVATED SOIL AND COMPACTED IMMEDIATELY.
5. TREES TO BE RELOCATED SHALL BE ROOT PRUNED A MINIMUM OF TWELVE (12) WEEKS PRIOR TO TREE RELOCATION.
6. WHEN THE TREE ROOT ZONE WILL BE DISTURBED, AFFECTED ROOTS MUST BE SEVERED BY CLEAN PRUNING CUTS AT THE POINT WHERE CONSTRUCTION IMPACTS THE ROOTS.

D. CLEARING

1. ANY BRUSH CLEARING REQUIRED WITHIN THE TREE PROTECTION ZONE SHALL BE ACCOMPLISHED WITH HAND-OPERATED EQUIPMENT.
2. CONTRACTOR SHALL CLEAR ALL TREE PROTECTION AREAS OF VINES, SHRUBS, GROUND COVERS, WEEDS, SAPLINGS, AND INVASIVES LISTED ON THE LATEST EDITION OF THE FLORIDA EXOTIC PEST PLANT COUNCIL'S LIST OF INVASIVE SPECIES.
3. PROJECT ARBORIST MUST APPROVE METHODS OTHER THAN HAND CLEARING.
4. A TWO (2) INCH LAYER OF MULCH SHALL BE APPLIED OVER THE SURFACE OF EXPOSED ROOTS OF PROTECTED TREES DURING THE SITE CLEARING PHASE.

E. TREE CANOPY PRUNING

1. TREE PRUNING SPECIFICATIONS SHALL BE DEFINED BASED ON SPECIFIC RECOMMENDATIONS OF THE PROJECT ARBORIST. INFORMATION PRESENTED BELOW SHOULD BE USED AS A GUIDELINE.
2. CONTRACTOR SHALL VISIT THE SITE WITH THE PROJECT ARBORIST TO VERIFY THE EXTENT OF REQUIRED PRUNING.
3. ALL PRUNING SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS OF A QUALIFIED INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORIST OR AN AMERICAN SOCIETY OF CONSULTING ARBORISTS (ASCA) REGISTERED CONSULTING ARBORIST (RCA).
4. AT LEAST ONE MEMBER OF THE PRUNING CREW SHALL BE AN ISA CERTIFIED ARBORIST.
5. WHILE IN THE TREE, THE ARBORIST SHALL PERFORM AN AERIAL INSPECTION TO IDENTIFY DEFECTS THAT REQUIRE TREATMENT. ANY ADDITIONAL WORK NEEDED SHALL BE REPORTED TO THE OWNER.
6. PRUNING CUTS SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ANSI A300 PRUNING STANDARD (AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS) AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF ANSI Z133.1 SAFETY STANDARD, PRUNING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ISA'S 'BEST MANAGEMENT PRACTICES: TREE PRUNING'.
7. WHERE TEMPORARY CLEARANCE IS NEEDED FOR ACCESS, BRANCHES SHALL BE TIED BACK TO HOLD THEM OUT OF THE CLEARANCE ZONE.
8. NO MORE THAN 20 PERCENT OF LIVE FOLIAGE SHALL BE REMOVED WITHIN ANY TREE.
9. ALL TREES WITHIN THE PROJECT AREA SHALL BE PRUNED AS FOLLOWS:
    a. LIVE BRANCH PRUNING SHOULD BE PERFORMED ONLY WHEN THE DANGER OF INSECT OR DISEASE INFESTATION IS NOT PRESENT.
    b. REMOVE STUBS, CUTTING OUTSIDE THE WOUND WOOD TISSUE THAT HAS FORMED AROUND THE BRANCH.
    c. CLEANING, FOR THE SELECTIVE REMOVAL OF DEAD, DISEASED, BROKEN, OR CROSSING BRANCHES DOWN TO ONE INCH IN DIAMETER OR AS DIRECTED BY THE PROJECT ARBORIST.
    d. PRUNING CUTS LARGER THAN 4 INCHES IN DIAMETER, EXCEPT FOR DEAD WOOD, SHALL BE AVOIDED.
    e. PRUNING CUTS THAT EXPOSE HEARTWOOD SHALL BE AVOIDED WHENEVER POSSIBLE.
    f. ALL TREES WITH CROWNS THAT PROJECT INTO PARKING LOT/ROADWAY AREAS SHALL BE RAISED TO 14 FEET ABOVE FINISHED GRADE.
    g. ALL TREES WITH CROWNS THAT PROJECT INTO SIDEWALK AREAS SHALL BE RAISED TO A HEIGHT OF 8 FEET ABOVE FINISHED GRADE.
9. TREES, WHOS ROOT SYSTEMS WILL BE IMPACTED SHALL RECEIVE THE FOLLOWING PRUNING TO COMPENSATE FOR ROOT LOSS:
    a. THE LOCATION AND SIZE OF BRANCHES FOR REDUCTION SHALL BE DEFINED BY THE PROJECT ARBORIST.
    b. REDUCTION, OR THE SELECTIVE PRUNING TO REDUCE TREE HEIGHT OR SPREAD.
    c. REDUCE END WEIGHT ON HEAVY, HORIZONTAL BRANCHES BY SELECTIVELY REMOVING SMALL DIAMETER BRANCHES, NO GREATER THAN 2 TO 3 INCHES, NEAR THE ENDS OF SCAFFOLD BRANCHES.
    d. RAISING SHALL CONSIST OF SELECTIVE PRUNING TO PROVIDE VERTICAL CLEARANCE.
10. PROPOSED REPLACEMENT TREES
    a. PRUNING SHALL BE LIMITED TO CLEANING.
11. BRUSH SHALL BE CHIPPED AND SPREAD (ONLY WHEN DISEASE OR INSECT INFESTATION IS NOT PRESENT) UNDERNEATH TREES WITHIN THE TREE PROTECTION ZONE TO A MAXIMUM DEPTH OF THREE (3) INCHES, LEAVING THE TRUNK CLEAR OF MULCH.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EXCESS DEBRIS ON A DAILY BASIS.

F. FERTILIZATION

1. CONTRACTOR SHALL COORDINATE FERTILIZATION PLAN, FOLLOWING BEST MANAGEMENT PRACTICES WITH THE PROJECT ARBORIST PRIOR TO COMMENCEMENT OF WORK.
2. EVERY EFFORT SHALL BE MADE TO UTILIZE CHEMICALS OF AN ORGANIC OR BIODEGRADABLE NATURE IN ORDER TO OFFER THE LEAST IMPACT TO THE NATURAL ENVIRONMENT. CONTRACTOR IS RESPONSIBLE FOR MIXING, APPLYING, AND DISPOSAL OF ALL CHEMICALS IN ACCORDANCE WITH STRICT ADHERENCE TO MANUFACTURER'S SPECIFICATIONS. COORDINATE WITH PROJECT ARBORIST FOR FURTHER INSTRUCTION.
3. ONLY TREES AFFECTED BY CONSTRUCTION OR AS SHOWN ON THE TREE MITIGATION PLAN AND TREE INVENTORY SCHEDULE SHALL BE TREATED.
4. TREES SPECIFIED TO RECEIVE FERTILIZER SHALL BE TREATED AS FOLLOWS.
    a. MIX FERTILIZER ACCORDING TO MANUFACTURER'S SPECIFICATIONS INTO A TANK WITH AGITATION CAPABILITY.
    b. MIX WETTING AGENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS INTO SAME TANK WITH FERTILIZER. AGITATE MIX.
    c. INJECT THE MIXTURE WITH A HYDRAULIC INJECTION SYSTEM INTO THE UPPER 6-12 INCHES OF SOIL WITH A SOIL PROBE, INJECT AT THE RATE OF ONE THIRD (1/3) GALLON AT EACH INJECTION SITE.
    d. THE CRITICAL ROOT ZONE AREA PLUS 2' BEYOND THE CRITICAL ROOT ZONE SHALL BE INJECTED, BUT NOT BEYOND ROOT PRUNING LOCATIONS.
    e. FERTILIZER SHALL BE INSTALLED PRIOR TO THE INSTALLATION OF ANY AERATION SYSTEMS.
    f. EMPTY PRODUCT CONTAINERS SHALL BE STOCKPILED FOR INSPECTION BY THE PROJECT ARBORIST PRIOR TO DISPOSAL.

G. INSECTICIDE

7. NOTIFY PROJECT ARBORIST IF ANY INFESTATION IS NOTICED.
8. FOLLOW PROJECT ARBORIST'S RECOMMENDED PROCEDURES.
9. FOLLOW ALL MANUFACTURERS' RECOMMENDATIONS CONCERNING APPLICATION. READ ALL WARNING LABELS.
10. ANY PETS, AS WELL AS, THE PETS FOOD AND WATER BOWLS SHOULD BE REMOVED FROM THE AREA AND ANY SWIMMING POOLS SHOULD BE COVERED. COORDINATE WITH PROJECT ARBORIST FOR FURTHER INSTRUCTION.
11. ENSURE COMPLETE COVERAGE AND REAPPLY 2-3 MONTHS AFTER INITIAL APPLICATION UTILIZING SAME PROCEDURE.

H. IRRIGATION

1. EVERY EFFORT SHALL BE MADE TO WATER THE PRESERVED TREES AND TRANSPLANTS, CONTRACTOR SHALL IRRIGATE BY HAND OR BY TEMPORARY IRRIGATION.
2. IRRIGATE AS REQUIRED BY PROJECT ARBORIST UNTIL PERMANENT IRRIGATION IS INSTALLED AND OPERATING.
3. UNDERGROUND IRRIGATION SHALL NOT BE INSTALLED WITHIN THE DRIP LINES OF EXISTING TREES UNLESS ROOT PROTECTION MEASURES ARE PROVIDED AND APPROVED BY PROJECT ARBORIST.

I. TREE REMOVALS

1. PRIOR TO AND DURING LAND CLEARING, INCLUDING GRUBBING, ALL TREES TO BE REMOVED SHALL BE CLEARLY MARKED BY PROJECT ARBORIST WITH RED SURVEY RIBBONS AT 36 INCHES MINIMUM ABOVE GRADE.
2. CONTRACTOR SHALL REMOVE ALL TREES AS SHOWN ON THE TREE MITIGATION PLANS AFTER THE TREE PROTECTION FENCING IS INSTALLED.
3. ALL TREES SHOWN TO BE REMOVED SHALL BE FELLED WITH A CHAIN SAW AND STUMP GROUND 6" BELOW SURFACE. ANY TREE SHOWN TO BE REMOVED THAT IS IN AN AREA WHERE COMPACTION IS CRITICAL SHALL BE FELLED WITH A CHAIN SAW AND STUMP REMOVED BY CONTRACTOR.
4. ALL WOOD AND STUMPS FROM REMOVALS SHALL BE HAULED FROM THE SITE THE SAME DAY, EXCEPT FOR TOPS. ALL TOPS ARE TO BE MULCHED AND STOCKPILED OR HAULED DIRECTLY TO MULCHED AREAS FOR RELOCATED TREES IF SCHEDULING PERMITS. TOPS SHALL BE CHIPPED AND PLACED IN THE TREE PROTECTION ZONE TO A DEPTH OF THREE (3) INCHES. ALL EXCESS WOOD CHIPS SHOULD BE HAULED OFF SITE AFTER TRANSPLANTING IS COMPLETE.
5. ALL BURN PITS IF APPLICABLE MUST BE APPROVED BY THE PROJECT ARBORIST AND OWNER.
6. TREES TO BE REMOVED THAT HAVE BRANCHES EXTENDING INTO THE CANOPY OF TREES TO REMAIN MUST BE REMOVED BY A QUALIFIED ISA CERTIFIED ARBORIST AND NOT BY DEMOLITION OR CONSTRUCTION CONTRACTORS. THE QUALIFIED ARBORIST SHALL REMOVE THE TREE IN A MANNER THAT CAUSES NO DAMAGE TO THE TREES AND UNDERSTORY VEGETATION TO REMAIN.
7. TREES TO BE REMOVED LOCATED WITHIN THE TREE PROTECTION ZONE SHALL BE REMOVED BY A QUALIFIED ISA CERTIFIED ARBORIST. THE TREES SHALL BE CUT NEAR GROUND LEVEL AND THE STUMP GROUND OUT.

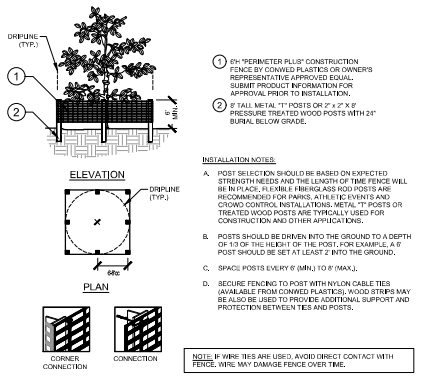
L. TOPSOIL

10. CONTRACTOR SHALL COORDINATE ALL EARTHWORK OPERATIONS WITHIN TREE PROTECTION AREAS WITH THE PROJECT ARBORIST PRIOR TO BEGINNING WORK.
11. ALL TOPSOIL SHALL BE NATURAL, FRIABLE, FERTILE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY THAT PRODUCES HEAVY GROWTH.
12. TOPSOIL, PH RANGE OF 5.2 TO 7.0, 3-5 PERCENT ORGANIC MATERIAL MINIMUM, FREE FROM SUBSOIL, OBJECTIONABLE WEEDS, LITTER, SODS, STIFF CLAY, STONES LARGER THAN ONE (1) INCH IN DIAMETER, STUMPS, ROOTS, TRASH, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH.
13. VERIFY AMOUNT STOCKPILED IF ANY, AND SUPPLY ADDITIONAL AS NEEDED FROM NATURALLY WELL-DRAINED SITES WHERE TOPSOIL OCCURS AT LEAST FOUR (4) INCHES DEEP. DO NOT OBTAIN TOPSOIL FROM BOGS OR MARSHES.
14. PROJECT ARBORIST SHALL APPROVE ALL TOPSOIL PRIOR TO PLACEMENT.

M. REPAIR OF DAMAGED TREES

1. IF DAMAGE TO ANY TREE SHOULD OCCUR BY ACCIDENT OR NEGLIGENCE DURING THE CONSTRUCTION PERIOD, THE PROJECT ARBORIST SHALL APPRAISE THE DAMAGE AND MAKE RECOMMENDATIONS TO THE OWNER FOR REPAIR BY THE CONTRACTOR.
2. IF ANY TREE DESIGNATED TO BE SAVED IS REMOVED FROM THE SITE WITHOUT PERMISSION OF THE OWNER'S REPRESENTATIVE, THE PROJECT ARBORIST SHALL APPRAISE THE TREE AND MAKE RECOMMENDATIONS TO THE OWNER FOR REPLACEMENT BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF THE TREE AND ANY FEES THAT MAY BE ASSESSED TO THE OWNER BY THE GOVERNING AGENCY.

1 / L0.50 TYPICAL TREE MITIGATION NOTES



2 / L0.50 TREE PROTECTION FENCING
ELEVATION / PLAN — NTS

No.	REVISIONS	DATE	BY

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MATTHEW T. FRANKO, PLA
FLORIDA LICENSE NUMBER
9/22/2023

KHA PROJECT 249301000
DATE ####
SCALE
DESIGNED BY AJG
DRAWN BY AJG
CHECKED BY MTF

TREE MITIGATION SPECIFICATIONS

WINTER PARK COMMONS
CITY OF WINTER PARK FLORIDA

SHEET NUMBER
L0.51

Plotted By:Green, Alex Sheet Set:WINTER PARK COMMONS Layout:L0.51 September 22, 2023 08:39:28am K:\orl_civil\249301000-winter park commons\CADD\CONST\PlanSheets\L0.50 TREE MITIGATION PLAN.dwg
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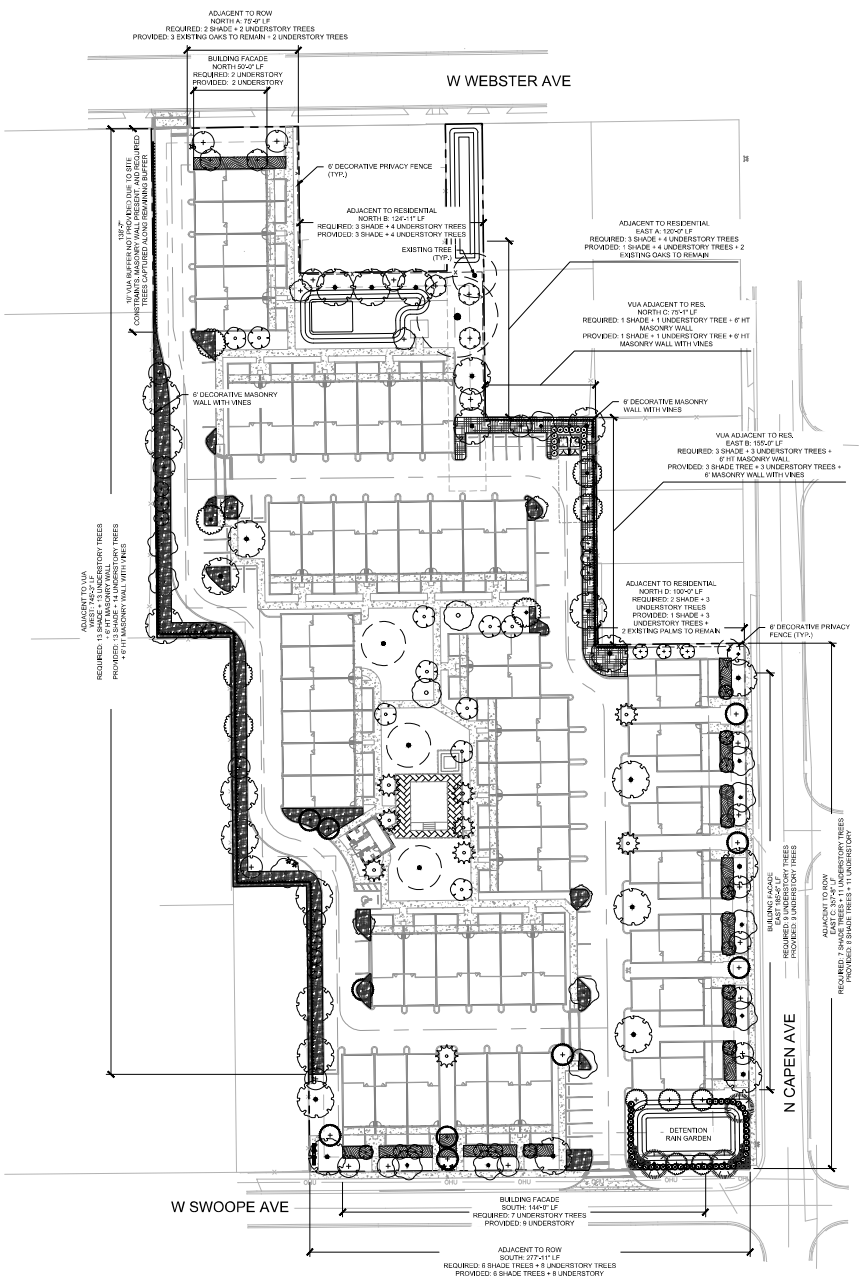

GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

PLANT SCHEDULE

CODE SHADE TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL.	SIZE
	AF	12	ACER RUBRUM 'FLORIDA FLAME' SINGLE LEADER, STRAIGHT, FL #1	FLORIDA FLAME RED MAPLE	FG	3" CAL MIN	12' HT MIN
	QV	23	QUERCUS VIRGINIANA SINGLE LEADER, STRAIGHT, FL #1	SOUTHERN LIVE OAK	FG	3" CAL MIN	12' HT MIN
	TD	3	TAXODIUM DISTICHUM STRAIGHT, SINGLE-LEADER, FL #1	BALD CYPRESS	FG	3" CAL MIN	12' HT MIN
	UA	7	ULMUS ALATA SINGLE LEADER, STRAIGHT, FL #1	WINGED ELM	FG	3" CAL MIN	12' HT MIN
CODE UNDERSTORY TREES	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**CAL.**	**SIZE**
	CC	18	CERCIS CANADENSIS SINGLE LEADER, STRAIGHT, FL #1	EASTERN REDBUD	FG	2.5" CAL MIN	10' - 12' HT. MIN.
	CF	5	CORNUS FLORIDA SINGLE LEADER, STRAIGHT, FL #1	FLOWERING DOGWOOD	FG	2.5" CAL MIN	8' -10' HT. MIN.
	ED	13	ELAEOCARPUS DECIPIENS SINGLE LEADER, STRAIGHT, FL #1	JAPANESE BLUEBERRY TREE	FG	2.5" CAL MIN	10' - 12' HT. MIN.
	LI	6	LAGERSTROEMIA INDICA SINGLE LEADER, STRAIGHT, FL #1	CRAPE MYRTLE	FG	2.5" CAL MIN	8' -10' HT. MIN.
	MF	5	MYRCIANTHES FRAGRANS STRAIGHT, SINGLE-LEADER, FL #1, 4" CT MIN	SIMPSON'S STOPPER	FG	2.5" CAL MIN	8' -10' HT. MIN.
	ML	23	MAGNOLIA GRANDIFLORA 'LITTLE GEM' SINGLE LEADER, STRAIGHT, FL #1, FULL TO BASE	LITTLE GEM DWARF SOUTHERN MAGNOLIA	FG	1" CAL MIN	6' HT MIN
	VS	6	VITEX AGNUS-CASTUS 'SHOAL CREEK' FL #1	SHOAL CREEK CHASTE TREE	FG	1" CAL MIN	6' HT MIN
PROPOSED ENHANCED TREES	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**CAL.**	**SIZE**
	EP	14	PALM		FG	-	12' CT MIN
	ES	2	SHADE TREE		FG	3" CAL MIN	12' HT MIN
	EU	10	UNDERSTORY TREE		FG	1" CAL MIN	6' HT MIN
SHRUBS	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SPACING**	**SIZE**
	CQ	6	CRINUM AUGUSTUM 'QUEEN EMMA' FULL, LOW-BRANCHED, HEAVY FL #1	QUEEN EMMA CRINUM LILY	7 GAL	SEE PLAN	48" HT MIN
	LC	489	LONICERA SEMPERVIRENS FULL	TRUMPET HONEYSUCKLE	6" POT	24" OC	24" SPRD. MIN.
	MC	16	MUHLENBERGIA CAPILLARIS FULL, FL #1	PINK MUHLY GRASS	3 GAL	36" OC	30" FULL
	TF	37	TRIPSACUM DACTYLOIDES FULL, FL #1	FAKAHATCHEE GRASS	3 GAL	48" OC	36" FULL
SCREENING SHRUB	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SPACING**	**SIZE**
	PM	13	PODOCARPUS MACROPHYLLUS FULL	YEW PODOCARPUS	7 GAL	48" OC	72" HT MIN
SHRUB AREAS	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SIZE**	**SPACING**
	BF	3,077 SF	BUILDING FACADE LANDSCAPE 50% OF PLANTS TO BE INSTALLED AT 12" HT MIN AND REACH 24" HT MIN		-	12" HT MIN	
	VUA	11,316 SF	VUA LANDSCAPE		-		

CONCEPT PLANT LIST

SHADE TREES
LIVE OAK
RED MAPLE
WINGED ELM

UNDERSTORY TREES
CHASTE TREE
CREPE MYRTLE
EASTERN REDBUD
FLOWERING DOGWOOD
JAPANESE BLUEBERRY
LITTLE GEM MAGNOLIA

PALMS
SABAL PALM
CHINESE FAN PALM
DIOONE

SHRUBS
AZALEA
BOXWOOD
HIBISCUS
INDIAN HAWTHORN
IXORA
LOROPETALUM
PODOCARPUS
SCHEFFLERA
SELLOUM
SWEET VIBURNUM
WALTERS VIBURNUM
YELLOW ANISE

GROUNDCOVERS
AFRICAN IRIS
AGAPANTHUS
ASIATIC JASMINE
BULBINE
COONTIE
DWARF MORNING GLORY
FOXTAIL FERN
LIRIOPE
MONDO GRASS
MUHLEY GRASS
SHORE JUNIPER
SOCIETY GARLIC
SUNSHINE MIMOSA
SWORD FERN
WART FERN
XANADU PHILODENDRON

LANDSCAPE CODE CALCULATIONS

ADJACENT TO RIGHT-OF-WAY OR ONE TO TWO DWELLING RESIDENTIAL

SEC 58-336.C - A BUFFER OF SHADE AND UNDERSTORY TREES SHALL BE REQUIRED WHERE VEHICLE USE AREAS DO NOT ADJOIN ONE- AND TWO-FAMILY DWELLINGS AND PUBLIC RIGHTS-OF-WAY. TWO SHADE TREES AND THREE UNDERSTORY TREES SHALL BE REQUIRED FOR EACH 100 LINEAR FEET OF LANDSCAPE AREA.

	REQUIRED	PROVIDED
NORTH A 76 LF	2 SHADE TREES 2 UNDERSTORY TREES	3 EXISTING OAKS TO REMAIN 2 UNDERSTORY TREES
NORTH B 125 LF	3 SHADE TREES 4 UNDERSTORY TREES	3 SHADE TREES 4 UNDERSTORY TREES
NORTH D 100 LF	2 SHADE TREES 3 UNDERSTORY TREES	1 SHADE TREES 3 UNDERSTORY TREES + 2 EXISTING PALMS TO REMAIN*
EAST A 120 LF	3 SHADE TREES 4 UNDERSTORY TREES	1 SHADE TREE + 2 EXISTING OAKS TO REMAIN 4 UNDERSTORY TREES
EAST C 358 LF	7 SHADE TREES 11 UNDERSTORY TREES	8 SHADE TREE 11 UNDERSTORY TREES
SOUTH 278 LF	6 SHADE TREES 8 UNDERSTORY TREES	6 SHADE TREES 8 UNDERSTORY TREES

VISIBLE BUILDING FACADE:

SEC 58-336.D - THE TOTAL LENGTH OF VISIBLE FACADES, EXCLUSIVE OF BUILDING ENTRANCES, FROM THE R.O.W. SHALL BE LANDSCAPED WITH A SIX FOOT LANDSCAPE AREA AND FIVE UNDERSTORY TREES PER 100 LF.

	REQUIRED	PROVIDED
NORTH FACADE 50 LF X 6' = 300 SF	300 SF 2 UNDERSTORY TREES	504 SF 2 UNDERSTORY TREES
EAST FACADE 186 LF X 9' = 934 SF	934 SF 9 UNDERSTORY TREES	1,534 SF 9 UNDERSTORY TREES
SOUTH FACADE 144 LF X 6' = 864 SF	1,124 SF 7 UNDERSTORY TREES	2,320 SF 9 UNDERSTORY TREES

VUA ADJACENT TO RESIDENTIAL

SEC 58-336.E.2 - ALL VEHICULAR USE AREAS ADJOINING RESIDENTIAL PROPERTIES SHALL HAVE A 10' WIDE LANDSCAPE BUFFER CONTAINING 1 SHADE TREE AND 1 UNDERSTORY TREE FOR EVERY 60' AND SHALL CONTAIN A 6' HIGH MASONRY WALL.

	REQUIRED	PROVIDED
NORTH C 75 LF	1 SHADE TREES 1 UNDERSTORY TREES 6' HIGH MASONRY WALL	1 SHADE TREE 1 UNDERSTORY TREES 6' HIGH MASONRY WALL WITH VINES
EAST B 85 LF	3 SHADE TREES 3 UNDERSTORY TREES 6' HIGH MASONRY WALL	3 SHADE TREES 3 UNDERSTORY TREES 6' HIGH MASONRY WALL WITH VINES
WEST 745 LF	13 SHADE TREES 13 UNDERSTORY TREES 6' HIGH MASONRY WALL	13 SHADE TREE 14 UNDERSTORY TREES 6' HIGH MASONRY WALL WITH VINES

VUA INTERIOR LANDSCAPING:

SEC 58-336.E.3 - THE VEHICULAR USE AREA SHALL CONTAIN INTERIOR LANDSCAPE AREAS EQUAL TO 7.5% OF THE TOTAL VEHICULAR USE AREA. EACH INTERIOR LANDSCAPED ISLAND SHALL CONTAIN ONE SHADE TREE. AT THE END OF EACH PARKING ROW ONE SHADE TREE SHALL BE PROVIDED

V.U.A.	REQUIRED	PROVIDED
V.U.A. = 44,162 SF 44,162 SF X .075= 3,312 SF 12 PARKING END ISLANDS	3,312 SF 12 SHADE TREES	10,997 SF 10 SHADE TREES + 7 UNDERSTORY TREES**

*NOTE: EXISTING PALMS TO BE PRESERVED AS UNDERSTORY AND APPLIED 2:1 AS A SHADE TREE

**NOTE: 1 SHADE TREE REPLACED WITH 1 UNDERSTORY TREE IN ISLANDS WITHIN 12' OF EXTERIOR BUILDING WALLS. ADDITIONAL UNDERSTORY TREES WITHIN VUA PLANTINGS TO ACCOUNT FOR 2:1 REPLACEMENT.

***NOTE: PROPOSED VUA LANDSCAPE AREA EXCEEDS REQUIRED AMOUNT, DUE TO SITE CONSTRAINTS AND EMERGENCY VEHICLE CIRCULATION PROVIDED LANDSCAPE AREAS MAY BE SMALLER THAN REQUIRED, REQUIRED TREES UNABLE TO FIT IN ISLANDS HAVE BEEN PLACED IN LANDSCAPE AREA WITHIN THE IMMEDIATE VICINITY OF PARKING.

No.	REVISIONS	DATE	BY

Kimley»Horn
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MATTHEW T. FRANKO, PLA
FLORIDA LICENSE NUMBER
9/20/2023

KHA PROJECT 249301000
DATE 09/19/2023
SCALE
DESIGNED BY AJG
DRAWN BY AJG
CHECKED BY MTF

LANDSCAPE PLAN

WINTER PARK COMMONS
CITY OF WINTER PARK FLORIDA

SHEET NUMBER
L1.00

Plotted By:Green, Alex Sheet Set:WINTER PARK COMMONS Layout:L1.00 September 20, 2023 08:35:39am K:\Orl_Civil\249301000-Winter Park Commons\CADD\CONST\PlanSheets\L1.00 LANDSCAPE PLAN.dwg
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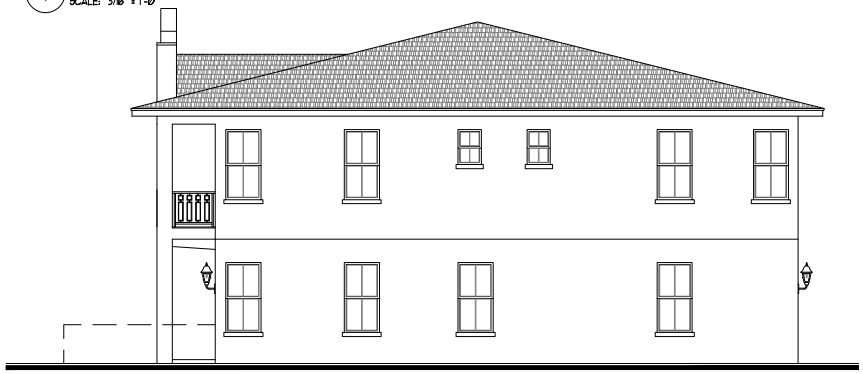
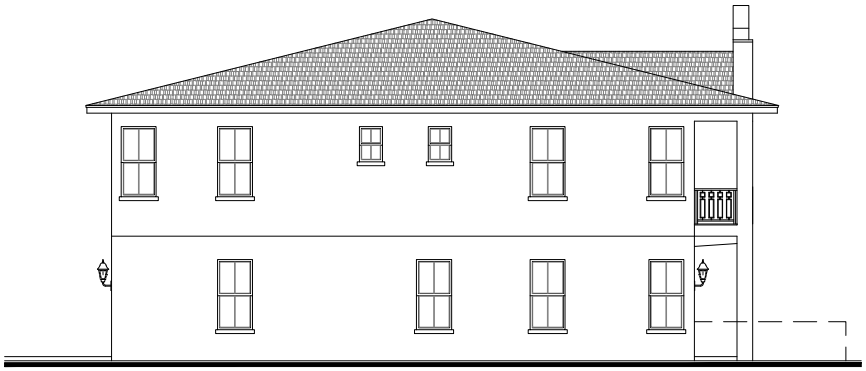
1 TRIPLEX - FRONT ELEVATION - (TYPE C)
SCALE: 3/16" = 1'-0"



2 TRIPLEX - RIGHT SIDE ELEVATION - (TYPE C)
SCALE: 3/16" = 1'-0"



3 TRIPLEX - LEFT SIDE ELEVATION - (TYPE C)
SCALE: 3/16" = 1'-0"

4 TRIPLEX - REAR ELEVATION - (TYPE C)
SCALE: 3/16" = 1'-0"

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EXTERIOR ELEVATIONS - TRIPLEX
WINTER PARK COMMONS
FLORIDA

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CHECKED WPP
DATE 07-09-23
SCALE AS NOTED
JOB NO. 20-031
SHEET A6.2

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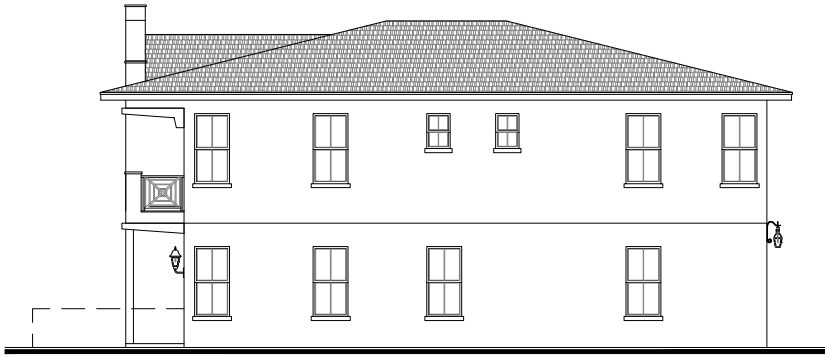
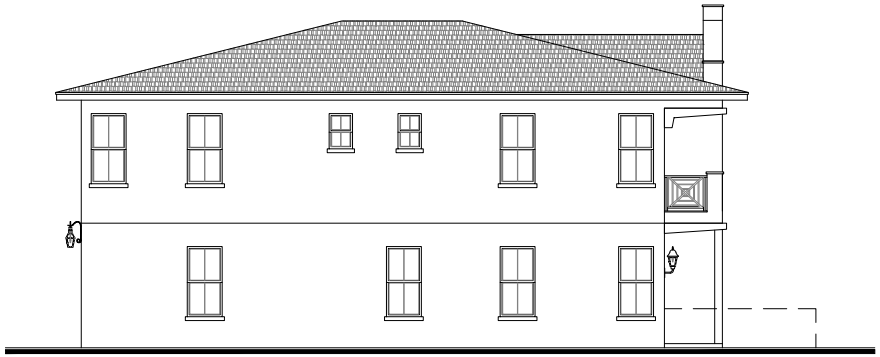
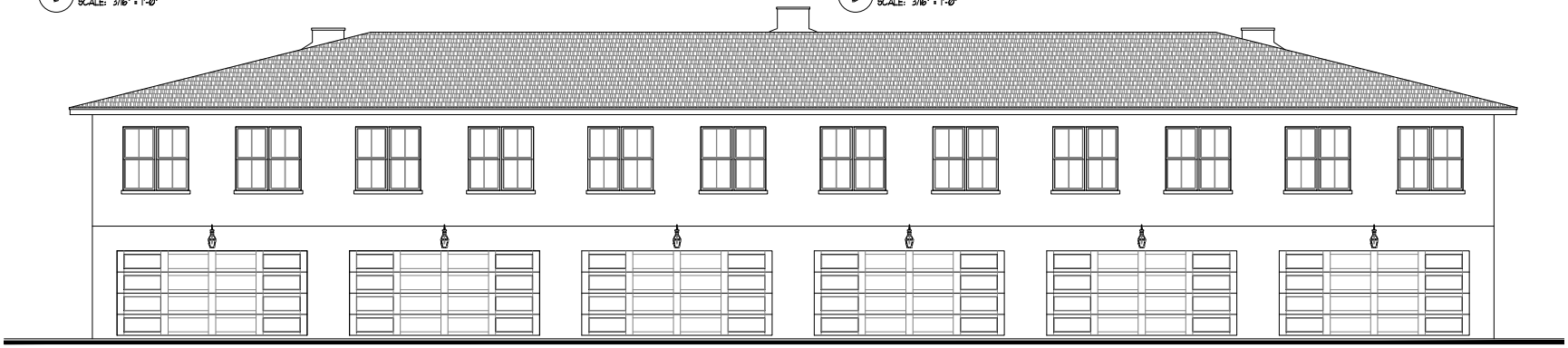
1 SIXPLEX - FRONT ELEVATION - (TYPE E)
SCALE: 3/16" = 1'-0"



2 SIXPLEX - RIGHT SIDE ELEVATION - (TYPE E)
SCALE: 3/16" = 1'-0"



3 SIXPLEX - LEFT SIDE ELEVATION - (TYPE E)
SCALE: 3/16" = 1'-0"



4 SIXPLEX - REAR ELEVATION - (TYPE E)
SCALE: 3/16" = 1'-0"

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EXTERIOR ELEVATIONS
WINTER PARK COMMONS
FLORIDA

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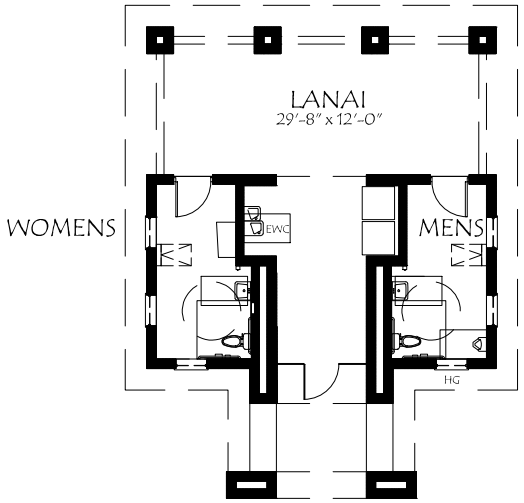
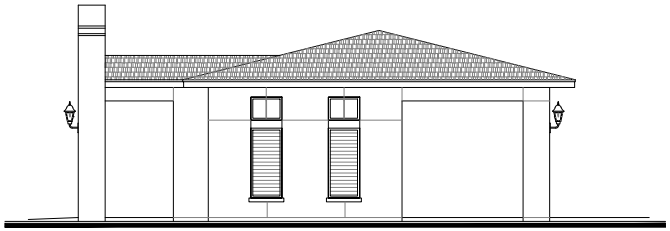


1 CABANA FLOOR PLAN
SCALE: 3/16' = 1'-0'

2 CABANA FRONT ELEVATION
SCALE: 3/16' = 1'-0'



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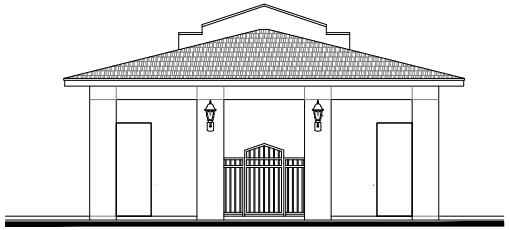
SCALE: 3/16' = 1'-0'



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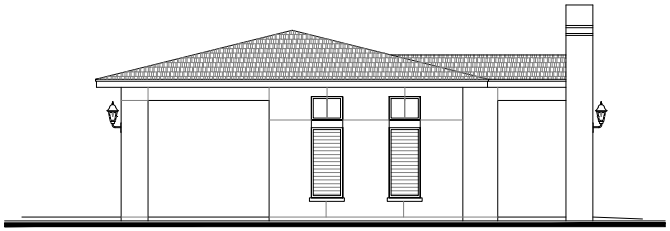
SCALE: 3/16' = 1'-0'



5 CABANA LEFT SIDE ELEVATION
SCALE: 3/16' = 1'-0'

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EXTERIOR ELEVATIONS - CABANA
WINTER PARK COMMONS
FLORIDA

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FRONT ELEVATION

THREE STORY TOWNHOME ELEVATIONS - BLDG. 12

WINTER PARK COMMONS

20-031 SCALE: 3/32" = 1'-0" 08.22.2023

SLOCUM PLATTS ARCHITECTS

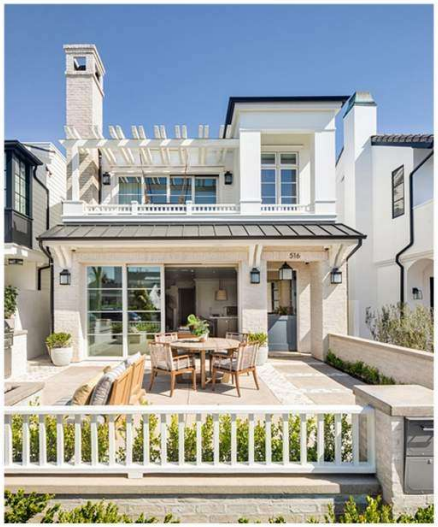
LEFT SIDE ELEVATION

THREE STORY TOWNHOME ELEVATIONS - BLDG. 12

WINTER PARK COMMONS

20-031 SCALE: 3/32″ = 1′-0″ 08.22.2023

SLOCUM PLATTS ARCHITECTS



BUILDINGS 1-7, N CAPEN SINGLE FAMILY UNITS
ACHITECTURE INSPIRATION

City Commission

agenda item

item type	meeting date
Public Hearings: Non Quasi-Judicial Matters	December 13, 2023
prepared by	**approved by**
Renata Minoga, Building and Permitting Manager	Rene Cranis, City Clerk

subject
Ordinance 3288-23 - Repealing and substituting Article II, Chapter 22, of the City Code to incorporate the Florida Building Code. (2nd reading)

motion | recommendation
Approve motion

background
Ordinance updating Administrative Ordinance relating to the 8th Edition of the Florida Building Code.

strategic objectives

alternatives | other considerations

fiscal impact

attachments
1. Ordinance 3288-23 Building Code Ordinance 2023

ORDINANCE 3288-23

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, RELATING TO BUILDINGS; REPEALING AND SUBSTITUTING ARTICLE II OF CHAPTER 22 OF THE WINTER PARK CODE OF ORDINANCES TO INCORPORATE THE FLORIDA BUILDING CODE WITH CERTAIN ADMINISTRATIVE AMENDMENTS; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, TRANSMITTAL AND AN EFFECTIVE DATE.

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

WHEREAS, the Eighth Edition of the Florida Building Code shall be in effect throughout the State of Florida as of December 31, 2023; and

WHEREAS, the enforcement of the Florida Building Code is the responsibility of local governments; and

WHEREAS, the City of Winter Park actively participates in the enforcement of building construction regulation for the benefit of the public health, safety and welfare of its citizens; and

WHEREAS, the City of Winter Park desires to facilitate the enforcement of the Florida Building Code by enacting administrative amendments that meet the needs of its citizens; and

WHEREAS, the City finds that such local administrative amendment to the Florida Building Code adopted pursuant to this Ordinance meets the requirements for local administrative amendments pursuant to section 553.73(4)(a), Florida Statutes; and

WHEREAS, the City finds that such local administrative amendments adopted pursuant to this Ordinance are no more stringent than necessary to address the local needs for same; and

WHEREAS, the City has and shall make readily available, in usable format, the administrative amendments adopted as referenced herein; and

WHEREAS, on September 21, 2023, the Construction Board of Adjustments & Appeals, after notice and public hearing, considered the proposed amendments to Building Code, more specifically described herein, and submitted its recommendation to the City Commission; and

WHEREAS, the City Commission, after notice and public hearing, has considered the proposed amendments to Building Code, the recommendations of the Construction Board of Adjustments & Appeals, and all public comments; and

WHEREAS, the City Commission hereby makes findings that the administrative amendments are needed for the health, safety and public welfare of its citizens.

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

Section 1. Recitals. All of the "WHEREAS" clauses mentioned above are legislative findings of the City Commission and are fully incorporated herein.

Section 2. Amendment. Article II of Chapter 22 of the Code of Ordinances of the City of Winter Park is hereby repealed, and a new Article II is substituted to read as follows:

ARTICLE II. Building Code

Sec. 22-26. Short title.

This article shall be known and cited as the building code of the City of Winter Park.

Sec. 22-27. Codes adopted by reference.

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

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

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

Section 101.2 is amended as follows:
101.2 Scope. The provisions of this code shall apply to the construction, *alteration*, relocation, enlargement, replacement, *repair*, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exceptions:

1. Detached one-and two-family *dwellings* and *townhouses*-not more than three *stories above grade plane* in height with a separate *means of egress*, and their accessory structures not more than three *stories above grade plane* in height, shall comply with this Code or the *Florida Building Code, Residential*.
2. Code requirements that address snow loads and earthquake protection shall not be utilized or enforced.

Section 101.3.1 and 101.3.2 are amended as follows:
101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building,

system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

Section 101.4.4 is amended as follows:
101.4.4 Property maintenance. The provisions of the latest edition of the *International Property Maintenance Code* shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

Section 101.4.5 is amended as follows:
101.4.5 Fire prevention. For provisions related to fire prevention, refer to the *Florida Fire Prevention Code*. The *Florida Fire Prevention Code* shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, *repair, alteration* or removal of fire suppression, *automatic sprinkler systems* and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

Section 102.2 is amended as follows:
102.2 Building. The provisions of the *Florida Building Code* shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the *Florida Building Code, Existing Building*. The following buildings, structures and facilities are exempt from the *Florida Building Code* as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

(a) Building and structures specifically regulated and preempted by the federal government.

(b) Railroads and ancillary facilities associated with the railroad.

(c) Nonresidential farm buildings on farms.

(d) Temporary buildings or sheds used exclusively for construction purposes.

(e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Sections 553.501-553.513, *Florida Statutes*) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. *Permit*s shall be required for structural support and tie-down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.

(f) Those structures or facilities of electric utilities, as defined in Section 366.02, *Florida Statutes*, which are directly involved in the generation, transmission, or distribution of electricity.

(g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.

(h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other nonwood features.

(i) Family mausoleums not exceeding 250 square feet (23 m^2) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k) A building or structure having less than 1,000 square feet (93 m^2) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:

1. Is not rented or leased or used as a principal residence;
2. Is not located within the 100-year flood plain according to the Federal Emergency Management Agency's current Flood Insurance Rate Map; and
3. Is not connected to an off-site electric power or water supply.

(l) A drone port as defined in Section 330.41(2), *Florida Statutes*.

Section 102.2.2 is amended as follows:
102.2.2 Residential buildings or structures moved into or within a county or municipality shall comply with the provisions of *Florida Building Code, Existing Building Chapter 13*.

Section 102.2.5 is amended as follows:
102.2.5 Each enforcement district or local enforcement agency shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the *Florida Building Code* relating to:
   a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition, alteration or repair shall not exceed 1,000 square feet (93 m^2) or the square footage of the primary structure, whichever is less.
   b. Addition, alteration, or repairs by a nonowner within a specific cost limitation

set by rule, provided the total cost shall not exceed $5,000 within any 12-month period.

c. Building plans review and inspection fees.

2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped *flood hazard areas*, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

Section 102.5 is amended as follows:
102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

Section 102.6 is amended as follows:
102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *Florida Building Code, Existing Building, International Property Maintenance Code* or the *Florida Fire Prevention Code*.

Section 102.6.2 is amended as follows:
102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *Florida Fire Prevention Code, International Property Maintenance Code* or as is deemed necessary by the *building official* for the general safety and welfare of the occupants and the public.

Section 102.7 is amended as follows:
102.7 Relocation of manufactured buildings.

(1) Relocation of an existing manufactured building does not constitute an alteration.

(2) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the *Florida Building Code* (on or after March 1, 2002), the wind speed map of the *Florida Building Code* shall be applicable.

(3) A relocated building shall comply with the *flood hazard area* requirements of the new location, if applicable.

PART 2—ADMINISTRATION AND ENFORCEMENT
SECTION 103
BUILDING AND PERMITTING SERVICES DEPARTMENT

Sections 103.1 to 103.3 are added as follows:
103.1 Creation of enforcement agency. The Building and Permitting Services Department is hereby created and the director in charge thereof shall also be known as the *building official*.

103.2 Appointment. The *building official* shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *building official* shall have the authority to appoint a deputy *building official*, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the *building official*.

For the maintenance of existing properties, see the latest edition of the *International Property Maintenance Code*.

Section 103.4 is added as follows:
103.4 Restrictions on employees. An officer or employee connected with the department, except one whose only connection is as a member of the board established by this code, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system or in the making of plans or of specifications thereof, within the jurisdiction of the department, unless he is the owner of such. This officer or employee shall not engage in any other work which is inconsistent with his duties or conflict with the interest of the department.

SECTION 104

DUTIES AND POWERS OF BUILDING OFFICIAL

Section 104.1 is amended as follows:
104.1 General. The *building official* is hereby authorized and directed to enforce the provisions of this code. The *building official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

Section 101.4.2 is amended as follows:
104.2 Applications and *permits*. The *building official* shall receive applications, review *construction documents* and issue *permits* for the erection, and *alteration*,

demolition and moving of buildings and structures, inspect the premises for which such *permits* have been issued and enforce compliance with the provisions of this code.

Section 104.2.1 is amended as follows:
104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, *repair*, *alteration*, *addition* or other improvement of existing buildings or structures located in *flood hazard areas*, the *building official* shall determine if the proposed work constitutes substantial improvement or *repair* of *substantial damage*. Where the *building official* determines that the proposed work constitutes *substantial improvement* or *repair* of *substantial damage*, and where required by this code, the *building official* shall require the building to meet the requirements of Section 1612 or R322 of the Florida Building Code, Residential, as applicable.

Section 104.3 is amended as follows:
104.3 Notices and orders. The *building official* shall issue all necessary notices or orders to ensure compliance with this code.

Section 104.4 is amended as follows:
104.4 Inspections. The *building official* shall make all of the required inspections, or the *building official* shall have the authority to accept reports of inspection by *approved agencies* or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved agency* or by the responsible individual. The *building official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

Section 104.5 is amended as follows:
104.5 Identification. The *building official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

Section 104.6 is amended as follows:
104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the *building official* has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the *building official* is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the *building official* shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the *building official* shall have recourse to the remedies provided by law to secure entry.

Section 104.7 is amended as follows:
104.7 Department records. The *building official* shall keep official records of applications received, *permits* and certificates issued, fees collected, reports of

inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

Section 104.8 is amended as follows:
104.8 Liability. The *building official*, member of the Construction Board of Adjustments and Appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

Section 104.8.1 is amended as follows:
104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

Section 104.10 is amended as follows:
104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the *building official* shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the *building official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the Building and Permitting Services Department.

Section 104.10.1 is added as follows:
104.10.1 Flood hazard areas. The *building official* shall coordinate with the designated floodplain administrator to review requests submitted to the *building official* that seek approval to modify the strict application of the flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 117.

Section 104.12 is added as follows:
104.12 Requirements not covered by code. Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and

general welfare, not specifically covered by this or other technical codes, shall be determined by the *building official.*

Section 105.1.2 is amended as follows:
105.1.2 Annual facility *permit* records. The person to whom an annual *permit* is issued shall keep a detailed record of *alterations* made under such annual *permit*. The *building official* shall have access to such records at all times or such records shall be filed with the *building official* as designated.

Section 105.1.5 is added as follows:
105.1.5 Misrepresentation of application. The building official may revoke a permit or approval, issued under the provisions of this code, in case there has been any false statement or misrepresentation as to the material fact in the permit application or plans on which the permit or approval was based including unlicensed contracting.

Section 105.2 is amended as follows:
105.2 Work exempt from *permit*. Exemptions from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special *flood hazard area*. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the *local floodplain management ordinance*. *Permits* shall not be required for the following:

Building:

1. Oil derricks.
2. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
3. Temporary motion picture, television and theater stage sets and scenery.
4. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground.
5. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
6. Swings and other playground equipment accessory to detached one- and two-family *dwelling* except for the electrical service.
7. Window *awnings* supported by an *exterior wall* that do not project more than 54 inches (1372 mm) from the *exterior wall* and do not require additional support, of Groups R-3 and U occupancies.
8. Non-fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A *permit* shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (0.75 kW) or less.
8. The installation, replacement, removal or metering of any load management control device.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as pro- vided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

Section 105.2.3 is amended as follows:

105.2.3 Public service agencies. A *permit* shall not be required for the installation, *alteration* or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

Section 105.3.1.2 is amended as follows:

105.3.1.2 No *permit* may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such *permit* provides to the enforcing agency which issues the *permit* any of the following documents which apply to the construction for which the *permit* is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, *Florida Statutes*:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than $125,000.
2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 *Florida Statutes*, may design a new fire sprinkler system of 49 or fewer heads; may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of 49 heads or fewer, notwithstanding the size of the existing fire sprinkler system; or may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation or deletion of 249 or fewer sprinklers and the addition of up to 49 sprinklers, as long as the cumulative total number of fire sprinklers being added, relocated, or deleted does not exceed 249, notwithstanding the size of the existing fire sprinkler system, if there is no change of occupancy of the affected areas, as defined in this Code and the Florida Fire Prevention Code, and there is no change in the water demand as defined in NFPA 13, "Standard for the Installation of Sprinkler Systems," and if the occupancy hazard classification as defined in NFPA 13 is reduced or remains the same as a result of the alteration.
3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than $125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-, two-, three-, or four-family structure.

   An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, *Florida Statutes*, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of $125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

   Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

   Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning

work is $47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower, this is considered to be an 18-ton system.

Note: It was further clarified by the Commission that the limiting criteria of 100 persons and $125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

Section 105.3.1.2 (item 4) is amended as follows:

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than $5,000.

Exception:

Simplified permitting processes for fire alarm system projects.

(1) As used in this section, the term:

(a) "Component" means valves, fire sprinklers, escutcheons, hangers, compressors, or any other item deemed acceptable by the local enforcing agency. For purposes of this paragraph, a valve does not include pressure-regulating, pressure-reducing, or pressure-control valves.

(b) "Contractor" means a person who

1. Is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489, Florida Statutes; or
2. Is qualified to engage in the business of fire protection system contracting pursuant to a license or certification issued by the State Fire Marshal.

(c) "Fire alarm system project" means a fire alarm system alteration of a total of 20 or fewer initiating devices and notification devices, or the installation or replacement of a fire communicator connected to an existing fire alarm control panel in an existing commercial, residential, apartment, cooperative, or condominium building.

(d) "Fire sprinkler system project" means a fire protection system alteration of a total of 20 or fewer fire sprinklers in which the sprinklers are of the same K-factor and located in spaces where there is no change of hazard classification or increased system coverage area, or the installation or replacement of an equivalent fire sprinkler system component in an existing commercial, residential, apartment, cooperative, or condominium building. For purposes of this paragraph, a component is equivalent if the component has the same or better characteristics, including electrical, hydraulic, pressure losses, and required listings and spacing as the component being replaced.

(2)

(a) A local enforcement agency may require a contractor, as a condition of obtaining a *permit* for a fire alarm system project or fire sprinkler system project, to submit a completed application and payment.

(b) A local enforcement agency may not require a contractor to submit plans or specifications as a condition of obtaining a *permit* for a fire alarm system project or fire sprinkler system project.

(3) A local enforcement agency must issue a *permit* for a fire alarm system project or fire sprinkler system project in person or electronically.

(4) A local enforcement agency must require at least one inspection of a fire alarm system project or fire sprinkler system project to ensure compliance with applicable codes and standards. If a fire alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(5)

(a) For a fire alarm system project, a contractor must keep a copy of the plans and specifications at a fire alarm system project worksite and make such plans and specifications available to the inspector at each inspection.

(b) For a fire sprinkler system project to alter an existing fire protection system, a contractor must keep a copy of the plans and specifications at the fire sprinkler system project worksite and make such plans and specifications available to the inspector at each inspection.

(c) For a fire sprinkler system project to install or replace a component, a contractor must keep a copy of the manufacturer's installation instructions and any pertinent testing instructions needed to certify or accept the component at the fire sprinkler system project worksite and make such documents available to the inspector at each inspections.

5. Electrical documents. See *Florida Statutes* 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system, requires an electrical system with a value of over $125,000; and requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system;
   Note: It was further clarified by the Commission that the limiting factor of 240 volt or over is required to be designed by an Engineer. Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, *Florida Statutes*.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, *Florida Statutes*.

Section 105.3.1.3 is added as follows:

105.3.1.3 Reviewing application for building permit.

1. When reviewing an application for a building *permit,* a local government may not request additional information from the applicant more than three times, unless the applicant waives such limitation in writing.
2. If a local government requests additional information from an applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 15 days after receiving such information:
   a. Determine if the application is properly completed;
   b. Approve the application;
   c. Approve the application with conditions;
   d. Deny the application; or
   e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application.
3. If a local government makes a second request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information:
   a. Determine if the application is properly completed;
   b. Approve the application;
   c. Approve the application with conditions;
   d. Deny the application; or
   e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application.
4. Before a third request for additional information may be made, the applicant must be offered an opportunity to meet with the local government to attempt to resolve outstanding issues. If a local government makes a third request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information unless the applicant waived the local government's limitation in writing, determine that the application is complete and:
   a. Approve the application;
   b. Approve the application with conditions; or
   c. Deny the application.
5. If the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the local government, at the applicant's request, must process the application and either approve the application, approve the application with conditions, or deny the application.

Section 105.3.2 is amended as follows:

105.3.2 Time limitation of application. An application for a *permit* for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to

grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.; and one additional 90-day extension may be granted when deficiencies to the permit application are not resolved. After the expiration of the 2nd extension, the permit application will be voided.

Section 105.3.9 is added as follows:
105.3.9 Public right of way. A *permit* shall not be given by the *building official* for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has received a right of way *permit* from the authority having jurisdiction over the street, alley or public lane.

Section 105.4 is amended as follows:
105.4 Conditions of the *permit*. The issuance or granting of a *permit* shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. *Permits* presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a *permit* based on *construction documents* and other data shall not prevent the *building official* from requiring the correction of errors in the *construction documents* and other data. The *building official* is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinance of this jurisdiction.

Section 105.4.1.5 is added as follows:
105.4.1.5 After the local enforcing agency issues a permit, the local enforcing agency may not make or require any substantive changes to the plans or specifications except changes required for compliance with the Florida Building Code, the Florida Fire Prevention Code, or the Life Safety Code, or local amendments thereto. If a local enforcing agency makes or requires substantive changes to the plans or specifications after a permit is issued, the local enforcing agency must identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide the information to the permit holder in writing.

Section 105.5 is amended as follows:
105.5 Expiration. Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* holder and property owner shall be responsible to either complete all work in accordance with the permitted plans and inspection or remove any partially completed work in a safe and code compliant manner. The *building official* is authorized to grant, in writing, one or more extensions of time or reinstatement, for periods not more than 90 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the *building official.*

Section 105.5.1 is added as follows:
105.5.1 Justifiable cause for an extension shall include, but not be limited to, the following circumstances beyond the control of the permit holder:
(1) Acts of God and other natural disasters.
(2) Material shortages.
(3) Interruptions due to strikes or other employee job actions.
(4) Fire, explosion, or some similar catastrophe.
(5) Financial reversals of a temporary nature.
(6) Other situations beyond the control of the permit holder.

Section 105.5.2 is added as follows:
105.5.2 Additional options for closing a *permit*. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building *permit,* may close a building *permit* by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the *permit*. If a contractor other than the original contractor listed on the *permit* is hired by the property owner to close the *permit*, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.
2. The property owner may assume the role of an owner- builder, in accordance with Sections 489.103(7) and 489.503(6), *Florida Statutes*.
3. If a building *permit* is expired and its requirements have been substantially completed, as determined by the local enforcement agency, the *permit* may be closed without having to obtain a new building *permit*, and the work required to close the *permit* may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the *permit*, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.
4. A local enforcement agency may close a building *permit* 6 years after the issuance of the *permit*, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.
   For purposes of this section, the term "close" means that the requirements of the *permit* have been satisfied.

Section 105.5.3 is added as follows:
105.5.3 For the purposes of this subsection, a *closed permit* shall mean a *permit* for which all requirements for completion have been satisfied or a *permit* that has been administratively closed by the *building official.*

Section 105.5.4 is added as follows:
105.5.4 For the purposes of this subsection, an *open permit* shall mean a *permit* that has not satisfied all requirements for completion as defined in 105.5.1.1.

Section 105.6.1 is added as follows:
105.6.1 Pursuant to Section 553.79(16), Florida Statutes, a local enforcement

agency may not deny issuance of a building *permit* to; issue a notice of violation to; or fine, penalize, sanction or assess fees against an arm's-length purchaser of a property for value solely because a building *permit* applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the *permit*.

Section 105.6.2 is added as follows:
105.6.2 Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building *permit* to a contractor solely because the contractor is listed on other building *permits* that were not closed.

Section 105.15 is amended as follows:
105.15 Opening protection. When any activity requiring a building *permit,* not including roof covering replacement or repair work associated with the prevention of degradation of the residence, that is applied for on or after July 1, 2008, and for which the estimated cost is $50,000 or more for a site built single-family detached residential structure that is located in the wind-borne debris region as defined in this code and that has an insured value of $750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of $750,000 or more; opening protections as required within this code or *Florida Building Code, Residential* for new construction shall be provided.
Exception: Where defined wind-borne debris regions have not changed, **s**ingle family detached residential structures permitted subject to the *Florida Building Code* are not required to comply with this section.

Section 105.18 is added as follows:
105.18 Contractor/owner responsibility. The contractor and owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles throughout the construction project. Construction job sites shall be kept clean, free of overgrown weeds and grass, and the accumulation of construction debris shall not remain on the property for a period of time exceeding ten days. Dust created during construction or demolition shall be contained on the site or close proximity to building or structure through wetting down the dust or materials or through the use of any alternate means that prevents dust from leaving the property. Temporary or permanent sidewalk or other safe pedestrian path shall be maintained throughout the construction except where work on the site requires temporary removal of the pedestrian path. Violation of these conditions shall authorize the building official to place a stop work order on such jobs in violation of this section and require removal of debris and overgrowth, and correction of dust accumulation on site and adjacent properties or streets. Other remedies shall include referring the violation to the Code Compliance Board and having all debris removed from job site by the city and charging all costs to the contractor or the property owner and if unpaid for 30 days all costs incurred shall be assessed as a lien against the property.

Section 105.19 is added as follows:

105.19 Demolition.

105.19.1 Rodent and dust control. In order to control spread of infestation by rodents, the building official may require proof that a building proposed to be demolished is free of rodents. Such proof may be certification by a state certified pest control operator that the building is free of infestation by rodents. Dust control shall be maintained at all times during demolition by watering or other protective means. This Section shall apply to all buildings, residential and non-residential as directed above. In addition, Section 3303 of the Florida Building Code, Building Edition, shall apply where applicable.

105.19.2 Maintenance of site and building: If demolition is delayed during or after the posting period, then the building and property shall be maintained in good condition, free of debris, overgrowth or other unsightly conditions including removal of silt fencing, unneeded tree protection barriers and maintenance of a safe sidewalk, until such time that demolition commences. After demolition these same standards shall be observed including leaving the vacant property graded free of hazards, free of piles of soil, free of discarded items or unsafe sidewalks and must not contribute to increased drainage onto the street or abutting properties in a manner that did not exist prior to demolition.

105.19.3 Work hours and days. Due to the disruptive nature of demolition activity the hours of operation permitted for demolition activities are limited to the following time periods:

(1) Residential areas zoned for one and two family dwellings: 7:30 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 5:00 p.m. on Saturday.
(2) Non-residential or multi-family zoned areas: 7:30 a.m. to 6:00 p.m. Monday through Saturday.
(3) Prohibited days include: Sundays and New Year's Day, Martin Luther King Day, Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas Day.

Section 105.20 is added as follows:

105.20 Notice provision for demolition of buildings.

(a) Prior to the issuance of a permit for the demolition of a building, the property owner or the designated representative of the owner of the building proposed for demolition shall post a notice on the property where the building is located so as to be easily visible and readable from the abutting street frontage and shall remain in place for 30 days. This notice shall be provided by the city and shall include the following information:
    (1) Owner of the property.
    (2) Date of posting the notice.
    (3) Address of the building planned for demolition and statement that the building will be demolished at the end of the posting period.

If demolition is delayed after the permit issuance then the building and property shall be maintained in good condition, free of debris, overgrowth or other unsightly conditions including removal of silt fencing until such time that demolition commences.

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

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

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

SECTION 107
SUBMITTAL DOCUMENTS

Section 107.1 is amended as follows:
107.1 General. Submittal documents consisting of *construction documents*, statement of *special inspections*, geotechnical report and other data shall be submitted with each *permit* application in accordance with Florida Statute 553.79. The *construction documents* shall be prepared by a *registered design professional* where required by Chapter 471, *Florida Statutes* & 61G15 Florida Administrative Code or Chapter 481, *Florida Statutes* & 61G1 Florida Administrative Code. Where special conditions exist, the *building official* is authorized to require additional *construction documents* to be prepared by a *registered design professional*.

Exception: The *building official* is authorized to waive the submission of *construction documents* and other data not required to be prepared by a *registered design professional* if it is found that the nature of the work applied for is such that review of *construction documents* is not necessary to obtain compliance with this code.

Section 107.2.1 is amended as follows:
107.2.1 Information on construction documents. *Construction documents* shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted where *approved* by the *building official*. *Construction documents* shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the *building official*. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where

quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the certification of the person responsible for the design.

Section 107.3 is amended as follows:

107.3 Examination of documents. The *building official* shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), *Florida Statutes*, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to Rule 61-41.009, *Florida Administrative Code*, shall be sufficient for local *permit* application documents of record for the modular building portion of the permitted project.
2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the *building official,* from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

Section 107.3.4 is amended as follows:

107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a *registered design professional*, the *building official* shall be authorized to require the *owner* or the owner's authorized agent to engage and designate on the building *permit* application a *registered design professional* who shall act as the *registered design professional in responsible charge*. If the circumstances require, the owner or the owner's authorized agent shall designate a successor *registered design professional in responsible charge* who shall perform the duties required of the original *registered design professional in responsible charge*. The *building official* shall be notified in writing by the *owner* or owner's authorized agent if the *registered design professional in responsible charge* is changed or is unable to continue to perform the duties. Successor *registered design professional in responsible charge* licensed under Chapter 471 Florida Statutes shall comply with Section 471.025(4) Florida Statute and the procedure set forth in 61G15-27.001 Florida Administrative Code; or licensed under Chapter 481 Florida Statutes shall comply with Section 481.221(6) Florida Statute and the procedure set forth in 61G1-18.002 Florida Administrative Code.

The *registered design professional in responsible charge* shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

Section 107.3.4.1 is amended as follows:
107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the *building official.*

Deferral of any submittal items shall have the prior approval of the *building official*. The *registered design professional in responsible charge* shall list the deferred submittals on the *construction documents* for review by the *building official*.

Documents for deferred submittal items shall be submitted to the *registered design professional in responsible charge* who shall review them and forward them to the *building official* with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been *approved* by the *building official*.

Section 107.3.5 is amended as follows:
107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the *building official* shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration and building envelope penetrations; flashing; and rough opening dimensions; and all exterior elevations:
Commercial Buildings:
Building:

1. Site requirements:
   Parking
   Fire access
   Vehicle loading
   Driving/turning radius
   Fire hydrant/water supply/post indicator valve (PIV)
   Set back/separation (assumed property lines)
   Location of specific tanks, water lines and sewer lines
   Flood hazard areas, flood zones, and *design flood elevations*
2. Occupancy group and special occupancy requirements shall be determined (with cross check with the energy code submittal).
3. Minimum type of construction shall be determined (see Table 503).
4. Fire-resistant construction requirements shall include the following components:
   Fire-resistant separations
   Fire-resistant protection for type of construction
   Protection of openings and penetrations of rated walls
   Fireblocking and *draftstopping* and calculated fire resistance
5. Fire suppression systems shall include:

Early warning smoke evacuation systems
Schematic fire sprinklers
Standpipes
Pre-engineered systems
Riser diagram.

6. Life safety systems shall be determined and shall include the following requirements:
   Occupant load and egress capacities
   Early warning
   Smoke control
   Stair pressurization
   Systems schematic
7. Occupancy load/egress requirements shall include:
   Occupancy load
   Gross
   Net
   Means of egress
   Exit access
   Exit
   Exit discharge
   Stairs construction/geometry and protection
   Doors
   Emergency lighting and exit signs
   Specific occupancy requirements
   Construction requirements
   Horizontal exits/exit passageways
8. Structural requirements shall include:
   Soil conditions/analysis
   Termite protection
   Design loads
   Wind requirements
   Building envelope
   Impact resistant coverings or systems
   Structural calculations (if required)
   Foundation
   Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage- resistant materials
   Wall systems Floor systems
   Roof systems
   Threshold inspection plan
   Stair systems
9. Materials shall be reviewed and shall at a minimum include the following:
   Wood
   Steel
   Aluminum
   Concrete

Plastic
Glass
Masonry
Gypsum board and plaster Insulating (mechanical)
Roofing
Insulation
Building envelope portions of the Energy Code (including calculation and mandatory requirements)

10. Accessibility requirements shall include the following:
    Site requirements
    Accessible route
    Vertical accessibility
    Toilet and bathing facilities
    Drinking fountains
    Equipment
    Special occupancy requirements
    Fair housing requirements
11. Interior requirements shall include the following:
    Interior finishes (flame spread/smoke development)
    Light and ventilation (including corresponding portion of the energy code)
    Sanitation
12. Special systems:
    Elevators
    Escalators
    Lifts
13. Swimming pools:
    Barrier requirements
    Spas
    Wading pools
14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical:

1. Electrical:
   Wiring
   Services
   Feeders and branch circuits
   Overcurrent protection
   Grounding
   Wiring methods and materials
   GFCIs
   Electrical portions of the Energy Code (including calculation and mandatory requirements)
2. Equipment
3. Special occupancies
4. Emergency systems

5. Communication systems
6. Low voltage
7. Load calculations
8. *Design flood elevation*

Plumbing:

1. Minimum plumbing facilities
2. Fixture requirements
3. Water supply piping
4. Sanitary drainage
5. Water heaters
6. Vents
7. Roof drainage
8. Back flow prevention
9. Irrigation
10. Location of water supply line
11. Grease traps
12. Environmental requirements
13. Plumbing riser
14. *Design flood elevation*
15. Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)

Mechanical:

1. Mechanical portions of the Energy calculations
2. Exhaust systems:
   Clothes dryer exhaust
   Kitchen equipment exhaust
   Specialty exhaust systems
3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory
16. *Design flood elevation*
17. Smoke and/or Fire Dampers

Gas:

1. Gas piping
2. Venting
3. Combustion air

4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. *Design flood elevation*
11. Gas portions of the Energy Code (including calculation and mandatory requirements)

Demolition:

1. Asbestos removal

Residential (one- and two-family):

1. Site requirements:
   Set back/separation (assumed property lines) Location of septic tanks
2. Fire-resistant construction (if required)
3. Fire
4. Smoke and/or carbon monoxide alarm/detector locations
5. Egress:
   Egress window size and location stairs construction requirements
6. Structural requirements shall include:
   Wall section from foundation through roof, including assembly and materials connector tables wind requirements structural calculations (if required)
   Termite protection
   Design loads
   Wind requirements
   Building envelope
   Foundation
   Wall systems
   Floor systems
   Roof systems
   Flood hazard areas, flood zones, *design flood elevations*, lowest floor elevations, enclosures, equipment, and flood damage- resistant materials
7. Accessibility requirements:
   Show/identify

   Accessible bath
8. Impact resistant coverings or systems
9. Residential Energy Code submittal (including calculation and mandatory requirements)

Manufactured buildings/housing:

1. Site requirements
   Setback/separation (assumed property lines)
   Location of septic tanks (if applicable)
2. Structural
   Wind zone
   Flood

Anchoring
Blocking

3. Plumbing
   List potable water source and meter size (if applicable)
4. Mechanical
   Exhaust systems
   Clothes dryer exhaust
   Kitchen equipment exhaust
5. Electrical exterior disconnect location
   Exemptions: Plans examination by the *building official* shall not be required for the following work:
   1. Replacing existing equipment such as mechanical units, water heaters, etc.
   2. Reroofs
   3. Minor electrical, plumbing and mechanical repairs
   4. Annual maintenance *permits*
   5. Prototype plans:
      Except for local site adaptions, siding, foundations and/or modifications.
      Except for structures that require waiver.
   6. Manufactured buildings plan except for foundations and modifications of buildings on site and as listed above in manufactured buildings/housing.

Section 107.7 is added as follows:
107.7 If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. If the building code administrator, plans examiner, or inspector requests another local enforcing agency employee or a person contracted by the local enforcing agency to review the plans and that employee or person identifies specific plan features that do not comply with the applicable codes, the building code administrator, plans examiner, or inspector must provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

Section 109.3 is amended as follows:
109.3 Building permit valuations. The applicant for a *permit* shall provide an estimated *permit* value at time of application. *Permit* valuations shall include total value of work, including materials and labor, for which the *permit* is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the *building official*, the valuation is underestimated on the application, the valuation may be calculated for verification based on the latest Building Valuation Data published by the International Code Council. Permit applicant may provide detailed estimates to meet the approval of the *building official*. Final building *permit* valuation shall be set by the *building official*.

Section 109.4 is amended as follows:

109.4 Work commencing before *permit* issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary *permits* or without prior approval from the *building official* as permitted in Section 105.2.2 or 105.12 shall be subjected to a fee established by the *building official* that shall be in addition to the required *permit* fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required permit(s) must be applied for within three (3) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge of a triple fee. The payment of triple fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit.

Section 109.5 is amended as follows:
109.5 Related fees. The payment of the fee for the construction, *alteration*, removal or demolition for work done in connection to or concurrently with the work authorized by a building *permit* shall not relieve the applicant or holder of the *permit* from the payment of other fees that are prescribed by law.

Section 109.6 is amended as follows:
109.6 Refunds. The *building official* is authorized to establish a refund policy.

SECTION 110
INSPECTIONS

Section 110.1 is amended as follows:
110.1 General. Construction or work for which a *permit* is required shall be subject to inspection by the *building official* and such construction or work shall remain exposed and provided with access for inspection purposes until *approved*. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the *owner* or the owner's authorized agent to cause the work to remain exposed and provided with access for inspection purposes. The building official shall be permitted to require a boundary line survey prepared by a Florida licensed professional surveyor and mapper whenever the boundary lines cannot be readily determined in the field. Neither the *building official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

Section 110.1.1 is added as follows:
110.1.1 Inspection service. The *building official* may make, or cause to be made, the inspections required by Section 110. He or she may accept reports of department inspectors~~,~~ from independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building

code inspector or the architect or engineer performing building code inspections in a manner specified by the *building official*. The *building official* shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statues; or licensed under Chapter 471 or 481 Florida Statutes.

Section 110.3 is amended as follows:

110.3 Required inspections. The *building official* upon notification from the *permit* holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary and shall either release that portion of the construction or shall notify the *permit* holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The *building official* shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:
   Stem-wall
   Monolithic slab-on-grade
   Piling/pile caps
   Footers/grade beams
   1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.
   1.2. A foundation/form board survey prepared and certified by a Florida licensed professional surveyor and mapper may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.
   1.3. In *flood hazard areas*, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the *building official*.
2. Framing inspection. To be made after the roof, all framing, *fireblocking* and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete; and the rough electrical, plumbing, heating wires, pipes and ducts are *approved;* and shall at a minimum include the following building components:
   Window/door framing
   Window U-factor/SHGC (as indicated on *approved* energy calculations)
   Vertical cells/columns
   Lintel/tie beams
   Framing/trusses/bracing/connectors (including truss layout and engineered drawings)

Draftstopping| fireblocking
Curtain wall framing
Energy insulation (Insulation R-factor as indicated on *approved* energy calculations)
Accessibility
Verify rough opening dimensions are within tolerances.
Window/door buck attachment

2.1 Insulation Inspection: To be made after the framing inspection is *approved* and the insulation is in place, according to *approved* energy calculation submittal. Includes wall and ceiling insulation.
2.2 Lath and gypsum board inspection for fire-resistance rated or shear assemblies. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

3. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:
Roof sheathing
Wall sheathing
Continuous air barrier
Exterior siding/cladding
Sheathing fasteners
Roof/wall dry-in
Sheathing fasteners installed and found to be missing the structural member ~~(shiners)~~ shall be removed and properly reinstalled prior to installation of the dry-in material.
4. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:
Exterior wall coverings and veneers
Soffit coverings
5. Roofing inspection. Shall at a minimum be made in at least two inspections and include the following building components:
Dry-in
Insulation
Roof coverings (including In Progress as necessary)
Insulation on roof deck (according to submitted energy calculation)
Flashing
5.1 Re-roof sheathing inspection. An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing fasteners as required by the *Florida Building Code Existing Building* may be accepted at the discretion of the *building official.*
6. Final inspection. To be made after the building is completed and ready for occupancy.

6.1. In *flood hazard areas*, as part of the final inspection, a final certification of the lowest floor elevation or the elevation to which a building is dry floodproofed, as applicable, shall be submitted to the authority having jurisdiction.

7. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete. Temporary perimeter ~~fence~~ barrier shall be maintained throughout the construction prior to the installation of the permanent pool barrier.
   1. Steel reinforcement inspection
   2. Underground electric inspection
   3. Underground piping inspection including a pressure test.
   4. Underground electric inspection under deck area (including the equipotential bonding)
   5. Underground piping inspection under deck area
   6. Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place
   7. Safety Inspection; Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed.
   8. Final pool piping
   9. Final Electrical inspection
   10. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.
   In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17 of this code.
8. Demolition inspections. First inspection to be made after all utility connections have been dis- connected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.
   Final inspection to be made after all demolition work is completed.
9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility cross- overs; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the *Florida Building Code*. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).
10. Where impact-resistant coverings or impact-resistant systems are installed, the *building official* shall schedule adequate inspections of impact- resistant coverings or impact-resistant systems to determine the following:
   The system indicated on the plans was installed.
   The system is installed in accordance with the manufacturer's installation instructions and the product approval.

Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and

bracing is in place and prior to the installation of wall or ceiling membranes.

3. Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.
4. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
   Includes plumbing provisions of the energy code and *approved* energy calculation provisions.
3. Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.
   Note: See Section 312 of the *Florida Building Code, Plumbing* for required tests.

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.
   Includes mechanical provisions of the energy code and *approved* energy calculation provisions.
3. Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.
   Includes gas provisions of the energy code and *approved* energy calculation provisions.
2. Final piping inspection. To be made after all piping authorized by the *permit* has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
3. Final inspection. To be made on all new gas work authorized by the *permit* and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times.
2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

Section 110.3.1 is amended as follows:

110.3.1 Footing and foundation inspection.

Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

Section 110.3.2 is amended as follows:

110.3.2 Concrete slab and under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

Section 110.3.3 is amended as follows:

110.3.3 Lowest floor elevation. In *flood hazard areas*, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.4 of the Florida Building Code, Building and Section R322 of the Florida Building Code, Residential, shall be submitted to the *building official*.

Section 110.3.4 is amended as follows:

110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, *fireblocking* and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved*.

Section 110.3.8 is amended as follows:

110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with *FBC, Energy Conservation* and confirm with the *approved* energy code submittal (by appropriate trade) and corresponding mandatory requirements and shall include, but not be limited to, inspections for: corresponding envelope insulation R- and U-values, fenestration U-value, and Solar Heat Gain Coefficient, duct system R-value, and HVAC, lighting, electrical and water-heating equipment efficiency.

Section 110.3.9 is amended as follows:

110.3.9 Other inspections. In addition to the inspections specified in Sections 110.3 through 110.3.8, the *building official* is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code, local ordinances and other laws that are enforced by the City of Winter Park.

Section 110.3.11 is amended as follows:
110.3.11 Final inspection. The final inspection shall be made after all work within the scope of the building *permit* is completed.

Section 110.3.11.1 is amended as follows:
110.3.11.1 Flood hazard documentation.
If located in a *flood hazard area*, documentation as required in Section 1612.5 of the Florida Building Code, Building; or Section R322 of the Florida Building Code, Residential, shall be submitted to the *building official* prior to the final inspection.

Section 110.3.11.2 is added as follows:
110.3.11.2 Commercial Energy Code documentation. If required by energy code path submittal, confirmation that commissioning result requirements have been received by building owner.

Section 110.3.11.3 is added as follows:
110.3.11.3 Residential Energy Code documentation. If required by energy code path submittal (R405), confirmation that the envelope and duct test requirements shall be received by *building official*.

Section 110.4 is amended as follows:
110.4 Inspection agencies. The *building official* is authorized to accept reports of *approved* inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

Section 110.9.1 is amended as follows:
110.9.1 General. The Legislature finds that maintaining the structural integrity of a building throughout the life of the building is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare. As such, the Legislature finds that the imposition of a statewide structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use.

Section 110.9.2 is amended as follows:
110.9.2. As used in this section, the terms:
(a) "Milestone inspection" means a structural inspection of a building, including an inspection of load-bearing elements ~~walls~~ and the primary structural members and primary structural systems as those terms are defined in s. 627.706, Florida Statutes, by an ~~a licensed~~ architect licensed under chapter 481 Florida Statutes or engineer licensed under chapter 471 Florida Statutes authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the

structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the fire safety code. The milestone inspection services may be provided by a team of professional in responsible charge with all work and reports signed and sealed by the appropriate qualified team member.

(b) "Substantial structural deterioration" means substantial structural distress or substantial structural weakness that negatively affects a building's general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

Section 110.9.3 is amended as follows:

110.9.3.

(a) An owner or owners of a building that is three stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium under chapter 718 or a residential cooperative under chapter 719 must have a milestone inspection performed by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. If a building reached 30 years of age before July 1, 2022, the building's initial milestone inspection must be performed before December 31, 2024. If a building reaches 30 years of age on or after July 1, 2022, and before December 31, 2024, the building's initial milestone inspection must be performed before December 31, 2025. If the date of issuance for the certificate of occupancy is not available, the date of issuance of the building's certificate of occupancy shall be the date of occupancy evidenced in any record of the local building official.

(b) The local enforcement agency may determine that local circumstances, including environmental conditions such as proximity to salt water as defined in s. 379.101, require that a milestone inspection must be performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.

(c) The local enforcement agency may extend the date by which a building's initial milestone inspection must be completed upon a showing of good cause by the owner or owners of the building that the inspection cannot be timely completed if the owner or owners have entered into a contract with an architect or engineer to perform the milestone inspection and the inspection cannot reasonably be completed before the deadline or other circumstance to justify an extension.

(d) The local enforcement agency may accept an inspection report prepared by a licensed engineer or architect for a structural integrity and condition inspection of a building performed before July 1, 2022, if the inspection and report substantially comply with the requirements of this section. Notwithstanding when such inspection was completed, the condominium or cooperative association must comply with the unit owner notice requirements in Section 110.9.9. The inspection for which an inspection report is accepted by the local enforcement agency under this paragraph is deemed a milestone inspection for the applicable requirements in chapters 718 and 719. If a previous inspection and report is accepted by the local enforcement agency under this paragraph, the deadline for the building's subsequent 10-year milestone inspection is based on the date of the accepted previous inspection.

Section 110.9.4 is amended as follows:
110.9.4 The milestone inspection report must be arranged by a condominium or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership. The condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership are each responsible for ensuring compliance with the requirements of this section. The condominium association or cooperative association is responsible for all costs associated with the milestone inspection attributable to the portions of a building which the association is responsible to maintain under the governing documents of the association. This section does not apply to a single-family, two-family, or three-family dwelling with three or fewer habitable stories above ground.

Section 110.9.5 is amended as follows:
110.9.5 Upon determining that a building must have a milestone inspection, the local enforcement agency must provide written notice of such required inspection to the condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, as applicable, by certified mail, return receipt requested. The condominium or cooperative association must notify the unit owners of the required milestone inspection within 14 days after receipt of the written notice from the local enforcement agency and provide the date that the milestone inspection must be completed. Such notice may be given by electronic submission to unit owners who consent to receive notice by electronic submission or by posting on the association's website.

Section 110.9.6 is amended as follows:
110.9.6 Phase one of the milestone inspection must be completed within 180 days after the owner or owners of the building receive the written notice under Section 110.9.5. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency.

Section 110.9.7.2 is amended as follows:

110.9.7.2. A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. If a phase two inspection is required, within 180 days after submitting a phase one inspection report the architect or engineer performing the phase two inspection must submit a phase two progress report to the local enforcement agency with a timeline for completion of the phase two inspection. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

Section 110.9.8 is amended as follows:
110.9.8. Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, to any other owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, and to the *building official* of the local government which has jurisdiction. The inspection report must, at a minimum, meet all of the following criteria:

(a) Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.
(b) Indicate the manner and type of inspection forming the basis for the inspection report.
(c) Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.
(d) State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.
(e) Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.
(f) Identify and describe any items requiring further inspection.

Section 110.9.9 is amended as follows:
110.9.9. Within 45 days after receiving the applicable inspection report, the condominium or cooperative association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery at the mailing address, property address, or any other address of the owner provided to fulfill the association's notice requirements under chapter 718 or chapter 719, as applicable, and by electronic

transmission to the e-mail address or facsimile number provided to fulfill the association's notice requirements to unit owners who previously consented to received notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector- prepared summary on the association's website, if the association is required to have a website.

Section 110.9.10 is amended as follows:
110.9.10. Failure to comply with the established deadlines associated with the milestone inspections shall be referred to the local Code Compliance Board.

Section 110.9.11 is amended as follows:
110.9.11. A board of county commissioners or municipal governing body may adopt an ordinance requiring that a condominium or cooperative association and any other owner that is subject to this section schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase two inspection report; however, such repairs must be commenced within 365 days after receiving such report. If an owner of the building fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe, the local enforcement agency must review and determine if the building is unsafe for human occupancy.

Section 111.2 is amended as follows:
111.2 Certificate issued. After the *building official* inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the Building and Permitting Services Department, the *building official* shall issue a certificate of occupancy that contains the following:

1. The building *permit* number.
2. The address of the structure.
3. The name and address of the *owner* or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. For buildings and structures in *flood hazard areas*, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the *building official*.
7. The name of the *building official*.
8. The edition of the code under which the *permit* was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design *occupant load*.
12. If an *automatic sprinkler system* is provided, whether the sprinkler system is required.

13. Any special stipulations and conditions of the building *permit*.

Section 113 is amended as follows:

SECTION 113
CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS

113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the *building official* relative to the application and interpretation of this code, there shall be and is hereby created a board known as Construction Board of Adjustments & Appeals. The members of the board shall be appointed in accordance with the provisions in City of Winter Park Ordinance Section 2-48(a). The board shall adopt rules of procedure for conducting its business.

113.2 Qualifications and membership. The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction. The board shall consist of seven members. To the greatest extent possible, the board shall be comprised of one licensed architect, one licensed engineer, one licensed contractor (general, building or residential), one licensed electrical contractor, one licensed plumbing contractor, one licensed mechanical contractor and one fire code official.

113.3 Terms of office. Members shall be appointed for terms of three years. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made.

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

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

113.6 Appeals procedures. The board shall have the power to hear appeals of decisions and interpretations of the building official of this code and shall also have the authority to suspend the certificate of competency or state certification (within the city) of any residential, building, general, roofing, swimming pool, electrical, plumbing, mechanical or other specialty contractor doing work in the city who is found by the board to be guilty of one or more of the following acts or omissions:

1. Fraud or deceit in obtaining a certificate of competency.

2. Negligence, incompetence or misconduct in the practice of contracting within the meaning of this chapter.

3. Willful and deliberate disregard of or violation of this chapter or of any state statute concerning contractor licensing.

113.7 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

113.8 Decision of the building official. The owner of a building, structure or service system, or his duly authorized agent, may appeal a decision of the building official to the board whenever any one of the following conditions are claimed to exist:

1. The building official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.
2. The provisions of this code do not apply to this specific case.
3. That an equally good or more desirable form of installation can be employed in any specific case.
4. The true intent and meaning of this code or any of the regulations thereunder have been misconstrued or incorrectly interpreted.

113.9 Procedures. The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this code. The board shall meet expeditiously after notice of appeal has been received within 21 days but no more than 30 days.

113.10 Notice of appeal. Notice of appeal shall be in writing and filed within 30 calendar days after the decision is rendered by the building official. Appeals shall be in a form acceptable to the building official.

113.11 Unsafe or dangerous buildings or service systems. In the case of a building, structure or service system which, in the opinion of the building official, is unsafe, unsanitary or dangerous, the building official may, in his order, limit the time for such appeals to a shorter period.

113.12 Decisions. The board shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board shall also include the reasons for the decision. If a decision of the board reverses or modifies a refusal, order, or disallowance of the building official or varies the application of any provision of this code, the building official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the building

official and shall be open to public inspection. A copy of the decision shall be sent by mail or hand delivery to the appellant, and a copy shall be kept publicly in the office of the building official. Every decision of the board shall be final, subject however to such remedy as any aggrieved party might have at law or in equity. Appeals from the decision of the board relating to provisions of the Florida Building Code, other than local amendments, may be appealed to the Florida Building Commission, pursuant to F.S. § 120.569, regarding the local government's action.

SECTION 114

VIOLATIONS

Sections 114.1 to 114.4 are added as follows:

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

114.2 Notice of violation. The *building official* is authorized to serve a notice of violation or order on the person responsible for the erection, construction, *alteration*, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a *permit* or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the *building official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the *approved construction documents* or directive of the *building official*, or of a *permit* or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 116
UNSAFE STRUCTURES AND EQUIPMENT

Section 116.1 to 116.5 are added as follows:

116.1 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate *means of egress* facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise

dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the *building official* deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

116.2 Record. The *building official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

116.3 Notice. If an unsafe condition is found, the *building official* shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the *building official* acceptance or rejection of the terms of the order.

116.4 Method of service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

116.5 Restoration. Where the structure or equipment determined to be unsafe by the *building official* is restored to a safe condition, to the extent that repairs, *alterations* or *additions* are made or a change of occupancy occurs during the restoration of the structure, such *repairs*, *alterations*, *additions* and change of occupancy shall comply with the requirements of Section 105.2.2 and the *Florida Building Code, Existing Building*. The *building official* may refer the issues identified to the Construction Board of Adjustments and Appeals which is authorized to order the property owner or city agents to repair, remove, secure, vacate or demolish such structure(s) according to procedures outlined in this chapter. These powers are hereby declared to be remedial and essential for the public interest, and it is intended that such powers be liberally construed to effectuate the purposes stated herein.

Secs. 22-29—22-50. - Reserved.

Section 3. Codification. It is the intention of the City Commission of the City of Winter Park that the provisions of Section 2 of this Ordinance shall become and be made a part of the Code of Ordinances of the City. That all sections, subsections, paragraphs, and subparagraphs of this Ordinance may be numbered, renumbered, lettered, relettered, labeled or relabeled and the word "ordinance" may be changed to "chapter," "section," "article," or such other appropriate word or phrase in order to accomplish such intentions. The foregoing modifications along with correction of

typographical errors, which do not affect the intent or meaning may be authorized and made by the city manager, without need of public hearing, by filing a corrected or recodified copy of same with the city clerk.

Section 4. Conflicts. In the event of a conflict between this Ordinance and any other ordinance of the City of Winter Park or part thereof, this Ordinance shall control to the extent of the conflict.

Section 5. Severability. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remainder of this Ordinance shall not be affected thereby.

Section 6. Transmittal. This Ordinance enacting amendments to the Florida Building Code shall be transmitted to the Florida Building Commission within 30 days.

Section 7. Effective Date. Once adopted, this Ordinance shall not become effective until 30 days after this Ordinance has been received by and the amendments set forth in Section 2 of this Ordinance are published by the Florida Building Commission.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the 13th day of December, 2023.

CITY COMMISSION
CITY OF WINTER PARK, FLORIDA

_____

Phillip M. Anderson, Mayor

ATTEST**:**

_____

Rene Cranis, City Clerk, CMC

City Commission

agenda item

item type	meeting date
Public Hearings: Non Quasi-Judicial Matters	December 13, 2023
prepared by	**approved by**
Jeffrey Briggs, Director of Planning and Zoning	Randy Knight, City Manager

subject

Request of the City of Winter Park for: An Ordinance of the City of Winter Park, Florida amending Chapter 58, "Land Development Code", Article III, "Zoning" Section 58-84 "General provisions for non-residential zoning districts", to provide definitions, submittal and reporting requirements, and other provisions for certification and implementation of development pursuant to the Live Local Act of Florida Statutes. (1st reading)

motion | recommendation

Staff and the Planning and Zoning Board have recommended approval.

background

Effective July 1, 2023 the Florida Legislature amended State Statutes to enact a Live Local Act in order to promote the construction of affordable housing. There are some facets of the Act that are positive, including the express approval of inclusionary housing ordinances that could require affordable housing that could be a component of housing projects in certain circumstances. However, there are certain terms in the Act that are not defined as to their meaning in the Act and other local zoning over-rides that are of concern in the Act.

In particular, the Act overrides local zoning regulations for any housing project, if that project includes a minimum of 40% of the units as affordable housing. In that case:

1. "A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial or mixed use if at least 40% of the residential units are, for a period of 30 years, affordable as defined in S. 420.004. A municipality may not require a zoning or land use change, special exception, conditional use or comprehensive plan amendment for the building height, zoning and densities authorized under this section.
2. "A municipality may not restrict the density authorized by this section below the highest density on any land in the municipality where residential development is allowed."
3. "A municipality may not restrict the height below the highest currently allowed height for a commercial or residential development located within 1 mile of the proposed development or 3 stories."
4. "A proposed development must be administratively approved if the development satisfies the municipality's land development regulations for multi-family developments in areas zoned for such, with the exceptions of densities and height."

The first purpose of this Ordinance is to provide definitions as to terms used in the Act that are otherwise not defined in order to avoid legal debates between developers and the City as to the meaning of such terms. The City needs to be proactive in defining such terms as the City understands their meaning to be.

The second purpose of this Ordinance is to provide an application and certification process with submittal requirements in order to certify that the proposed housing development does provide such affordable housing as required, submits commitment to do such, and provides such information or reporting requirements during the operation of the housing development. Otherwise, under the Act, one can declare that they are providing affordable housing but never demonstrate how they are doing such at any time during the initial approval process, during construction or operation for the 30 years required. There also are no penalties within the Act for non-compliance.

Most cities in Florida are enacting similar ordinances as proposed by staff. We have borrowed liberally from the regulations adopted by the City of Tampa.

strategic objectives

alternatives | other considerations

fiscal impact

attachments

1. Live Local Implementation Ordinance_City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" SECTION 58-84 "GENERAL PROVISIONS FOR NON-RESIDENTIAL ZONING DISTRICTS", TO PROVIDE DEFINITIONS AND SUBMITTAL AND REPORTING REQUIREMENTS AND OTHER PROVISIONS FOR CERTIFICATION AND IMPLEMENTATION OF DEVELOPMENT PURSUANT TO THE LIVE LOCAL ACT, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park deems it necessary for the general welfare of the City to amend the City of Winter Park Land Development Code as set forth in this Ordinance in order to provide certification standards and implementation criteria for development proposed in conformance with the Live Local Act of Florida Statutes;

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

WHEREAS, the City Commission hereby finds that the land development regulations adopted herein are consistent with the Comprehensive Plan;

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Winter Park, Florida, after due notice and public hearing, that:

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" of the Code of Ordinances, Section 58-84 "General provisions for non-residential zoning districts" is hereby amended as shown below (underlined language are additions; ~~stricken through~~ language are deletions; subsections not included are not being modified):

Sec. 58-84. General provisions for non-residential zoning districts.

(hh) General provisions for development proposed in conformance with the Live Local Act of Florida Statutes.

(a) **Definitions.** For the purposes of this subsection, the following definitions are provided for terminology not defined in Florida Statutes with respect to implementation consistent with the Winter Park Land Development Code:

Allowed as used in Fla Stat. 166.0415 shall mean as allowed under the provisions of the city land development code at the time of a proposal is submitted for development subject to Fla Stat. 166.0415 and shall not mean as allowed historically back in time previous to the present. It shall also mean allowed by right pursuant to the applicable zoning district and shall not include as may

potentially be allowed via a conditional use approval, or access to any bonus pool, or via special permit for non-conforming structures or settlement agreement or vesting agreement for such non-conforming allowances.

Commercial as used in Fla. Stat. 166.0415 shall mean only the commercial zoning districts of the city which are only the properties zoned C-1, C-3, C-3A and PD-OC as used in the Ravaudage PD, and no other zoning district.

Height within one mile as used in Fla Stat. 166.0415 shall mean one mile as can be traveled by human beings along the public streets of the city within the normal permitted lanes of travel from the center point of the proposed development site and shall not mean a straight-line distance as a bird might be able to travel.

Highest allowed density as used in Fla Stat. 166.0415 shall mean in the context of Winter Park, 17 units per acre as this is the highest residential density currently allowed and is expressed in units per acre and shall only mean residential units per acre and shall not mean density as in the context of floor area ratio as used elsewhere in Chapter 166 Fla Stat. which in reference to intensity terminology as applied to floor area ratio. Density is units per acre and intensity is floor area ratio.

Highest currently allowed height as used in Fla Stat. 166.0415 shall only mean such height allowed by right within the municipality and not heights allowed if such height would require conditional use approval under the city land development code based upon the size in square footage of the project proposed project under the Live Local Act.

Industrial as used in Fla Stat 166.0415 shall mean only the industrial I-1 zoning district of the city and no other industrial zoning district.

Mixed Use as used in Fla Sta. 166,0415 shall not apply in the City, as no mixed use zoning district exists within the city.

(b) **Process for Approval.** The approval process for a qualifying development located within an eligible zoning district, shall include payment of a fee, and if application is not made by the owner of record, then a contract or agreement to purchase (that permits black-out of the financial purchase details) but is clear as to dates of effectiveness and due diligence periods, an application on a form provided by the city, site development plans, and affidavit of commitment to City of Winter Park's Affordable Housing standards for income qualification, monitoring, and inspection during the full minimum 30 years of operation including acknowledgement of the auditing requirements for eligibility of all tenants living within the designated affordable housing units in order to establish compliance with the provisions of the Live Local Act and penalties for non-compliance as further outlined below. Upon application, the city shall complete a sufficiency review of the materials submitted and provide a response that the application is complete or specifically what items are still required at a date sixty (60) days after submittal. The applicant shall then provide the items that are required for the sufficiency review which shall then begin another sufficiency review period

that shall be completed at a date sixty (60) days following re-submittal and so on until a complete application is provided. A contract to purchase must be in full force and effect during the sufficiency and review periods established within this Section. If any due diligence period or other contract matter expires within such time periods, then the city shall not begin or complete the sufficiency review or application review.

(c) **Minimum Requirements.** The minimum requirements for certification of compliance with the Live Local Act are as follows:

Site Development Plan which includes the following:

1. Scale, date, and north arrow.
2. Legal Description of the property.
3. Site Data Table including gross square footage of the site and project, total impervious coverage and principal setbacks.
4. Dimensioned location, size, height and use of all proposed structures.
5. Project units, number of affordable units per area median income, and affordability period.
6. Label uses of adjacent parcels.
7. Location, dimension and method of buffering from adjacent uses.
8. Location and method of screening of refuse stations, storage areas and off-street parking and loading areas.
9. Method of stormwater retention.
10. Location, size and total amount of greenspace.
11. Tree table with tree retention and applicable mitigation.
12. The location, width, pavement type, right-of-way name and other related appurtenances of all public rights-of-way adjoining, traversing or proximate to the site.
13. Location and dimensions of proposed project ingress/egress, parking and service areas, including typical parking space dimensions.
14. Vehicle Use Area buffering adjacent to rights of way.
15. Southern Florida Building Code definitions for types of construction proposed and existing.
16. Proposed means of vehicular and pedestrian access from the site(s) within the development to adjacent streets and/or alleys, showing all existing and proposed curb cuts and sidewalks.
17. Building Elevations (4-sided) for each proposed building.
18. Commitment to complete a transportation study prior to issuance of the

building permit.

19. Any other information required under the specific site plan districts pertaining to this article or which may be required, when commensurate with the intent and purpose of this Code, by city reviewing staff.

20. An affidavit confirming a 30-year commitment to provide affordable housing and monetary cap on all rent charges including any and all other fees as may be assessed to the occupants of units deemed to be affordable, such that all rents and fees shall not exceed 30% of the gross revenue of all occupants of affordable units; affidavit attesting to agreement and acceptance as to the annual audit requirements by a certified public accounting firm attesting to satisfaction of the such income and total rental fees and affidavit attesting to agreement and understanding that violations of such commitments shall be subject to a fine of no less than $5,000.00 per day for each violation determined by the annual audit and for each day the annual audit is not received by the city after March 1st of every year and affidavit agreement that any such fines shall constitute a lien on said property if not paid to the city within 60 days of receipt of the audit by the city by March 1st of every year and agreement to reimburse the city for any legal expenses in the enforcement of these provisions.

21. A statement indicating the petitioners' commitment to comply with specific chapters of the City Code applicable to the project (i.e., tree and landscaping, fire, etc.) at the time of permitting.

22. Compliance with all land development regulations applicable to the zoning district in which the project is proposed, except only as otherwise preempted by the Live Local Act with respect to height.

(d) **Project Narrative.** Application shall contain a narrative which demonstrates compliance with section 166.04151(7)(a)- (g}, Florida Statutes.

(e) **Affidavit of Commitment and Restrictive Covenants.** As a condition of approval and prior to any site or building permits for the project being requested or obtained, the applicant (and the property owner, if different from the applicant) must execute and have recorded in the public records of Orange County, Florida, an Affidavit of Commitment and Restrictive Covenants. Such Affidavit of Commitment and Restrictive Covenants shall: (i) have terms acceptable to the city, (ii) run with and be binding upon the land for no less than thirty (30) years from the issuance of a certificate of occupancy for the last principal structure of the project (iii) be enforceable by the city; (iv) detail the affordable housing and project conditions and restrictions required by this section, the Live Local Act and on the approval of the project; (v) provide for monitoring, and compliance requirements; and (vi) provide for the city's enforcement remedies. Mortgage holders will be required to execute and record a subordination of their lien interest to such Affidavit of Commitment and Restrictive Covenants prior to or simultaneously with the recording of the Affidavit of Commitment and Restrictive Covenants.

The city will provide the monitoring and compliance forms upon submittal of the application, deemed complete and sufficient.

(f) **Equivalent Treatment of all Dwelling Unit Requirements**. As a condition of approval prior to any site or building permits for the project being requested or obtained, such project must demonstrate and commit that all affordable dwelling units and market rate dwelling units shall be located within the same structure. all common areas and amenities shall be accessible and available to all residents (both affordable and market rate dwelling units). access to the required affordable dwelling units shall be provided through the same principal entrance(s) utilized by all other dwelling units in the development. in addition, the sizes and number of bedrooms in the affordable dwelling units shall be proportional to the square footage and number of bedrooms in the market rate dwelling units (e.g., for number of bedrooms, if 25 percent of the market rate dwelling units consist of two bedrooms, then 25 percent of the affordable dwelling units shall also have two bedrooms.

(g) **Agent Authorization.** An affidavit with the property owner's notarized authorization.

(h) **Timeframe for Review and Issuance of Approval:** Upon receipt of a complete application, the city will complete its review and provide a response sixty (60) days from receipt of such materials as required by this subsection.

(i) **Fee:** The fee for a qualifying development will be $2642.00 plus $111/acre or portion thereof or as otherwise amended within the adopted Fee Schedule from time to time by the City Commission at public hearing.

(j) **Duration of Approval:** An approval received through this process shall be effective for three (3) months from the date of approval. The application process and certification of compliance with the live local act shall begin again if a building permit has not been issued by the city within six (6) months of an approval under this section.

SECTION 2. CODIFICATION. Section 1 of this Ordinance shall be incorporated into the City of Winter Park Code of Ordinances.

SECTION 3. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or division of this Ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this Ordinance. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

SECTION 4. <u>CONFLICTS</u>. In the event of a conflict between this Ordinance and any other ordinance of the City of Winter Park, this Ordinance shall control to the extent of such conflict.

SECTION 5. <u>EFFECTIVE DATE</u>. This Ordinance shall take effect immediately upon its passage and in accordance with Florida law.

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 _____ 2023.

By: _____
Mayor Phil Anderson

ATTEST:
By: _____
Rene Cranis, City Clerk

City Commission

agenda item

item type
Public Hearings: Non Quasi-Judicial Matters

meeting date
December 13, 2023

prepared by
Jason Seeley, Director of Parks and Recreation

approved by

subject
Ordinance 3289-23 - Prohibiting smoking and vaping in city parks and recreational facilities (2nd reading)

motion | recommendation
Approve the ordinance

background
In 2014, the City Commission, with the support of the Winter Park Health Foundation and Chamber of Commerce, approved RESOLUTION NO. 2134-14 which requested the State to repeal Florida statute 386.209 which preempted regulation of smoking to the state and to allow regulations on smoking to be handled at the local level. This was done in an effort to make our parks smoke-free zones and to ensure the safety and health of park guests from the hazards of second-hand smoke. In the Spring of 2022, the state revised the statute allowing local municipalities to enforce smoking restrictions related to parks, beaches, and other leisure and recreational areas. The change in statute 386.209 now allows the City to adopt a smoking and vaping ban at our public parks and recreational facilities and ensure a safe and pleasant environment for all park guests. The city would be joining a growing list of Florida municipalities that have adopted an ordinance since the change at the State level. The list below provides an example of the Florida municipalities that have adopted such an ordinance as of early 2023:

- Daytona Beach Shores
- Panama City Beach
- Fernandina Beach
- Indian Harbour Beach
- St. Augustine
- Sarasota
- St. Petersburg
- Miami Beach
- Palm Beach
- Delray Beach
- Windermere
- South Daytona Beach

- Pompano Beach
- Sunny Isles Beach
- Boca Raton (Resolution)
- Callaway
- Deerfield Beach
- Palm Bay
- Aventura
- Port Orange
- Indialantic
- Greenacres
- Doral
- Atlantic Beach
- Lake Worth Beach

Revised Statute: *386.209 Regulation of smoking preempted to state.—This part expressly preempts regulation of smoking to the state and supersedes any county or municipal ordinance on the subject; however, counties and municipalities may further restrict smoking within the boundaries of any public beaches and public parks that they own, except that they may not further restrict the smoking of unfiltered cigars. A municipality may further restrict smoking within the boundaries of public beaches and public parks that are within its jurisdiction but are owned by the county, unless such restriction conflicts with a county ordinance, except that they may not further restrict the smoking of unfiltered cigars. School districts may further restrict smoking by persons on school district property. This section does not preclude the adoption of county or municipal ordinances that impose more restrictive regulation on the use of vapor-generating devices than is provided in this part. History.—s. 9, ch. 85-257; s. 8, ch. 92-185; s. 10, ch. 2003-398; s. 1, ch. 2011-108; s. 10, ch. 2019-14; s. 3, ch. 2022-213.*

strategic objectives

alternatives | other considerations

fiscal impact

Minimal financial impact with signage in key locations being the only projected cost.

attachments

1. Ordinance 3289-23

ORDINANCE 3289-23

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING ARTICLE III OF CHAPTER 66 OF THE WINTER PARK CODE OF ORDINANCES TO ESTABLISH SECTION 66-53, PROHIBITING SMOKING AND VAPING IN CITY PARKS AND RECREATIONAL FACILITIES; PROVIDING FOR EXCEPTIONS AND ENFORCEMENT; AND PROVIDING FOR DEFINITIONS, CODIFICATION, INCONSISTENCY, SEVERABILITY, AND AN EFFECTIVE DATE.

RECITALS:

WHEREAS, § 386.209 of the Florida Statutes (2022) expressly authorizes municipalities to adopt and enforce restrictions as to smoking within the boundaries of any public parks that the municipality owns, and to further restrict smoking within the boundaries of public parks that are within the municipality's jurisdiction but are owned by the county, unless such restriction conflicts with a county ordinance; and

WHEREAS, despite the foregoing, § 386.209 of the Florida Statutes (2022) nonetheless preempts municipalities from further restricting unfiltered cigars beyond those restrictions established by state law; and

WHEREAS, to the extent permitted by law, the City Commission of the City of Winter Park desires to restrict vaping and the smoking of tobacco at its parks within the City of Winter Park; and

WHEREAS, the City Commission of the City of Winter Park finds that the provisions of this Ordinance are in the best interests of the citizens of and visitors to the City of Winter Park, and that such restrictions are necessary for the health, safety, and welfare of the citizens of and visitors to the City of Winter Park.

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

Section 1. <u>Recitals</u>. The foregoing recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings of the City Commission of the City of Winter Park.

Section 2. <u>Amendment</u>. Section 66-53 of the Code of Ordinances, City of Winter Park, Florida, is hereby added to Article III of Chapter 66 of the Winter Park Code of Ordinances and reads as follows (<u>underlined</u> language are additions; ~~stricken through~~ language are deletions; provisions not shown or that are not otherwise underlined or stricken are not being amended):

Sec. 66-53. - Prohibiting smoking and vaping at publicly owned parks and recreation facilities within the City

(a) *Definitions.* For purposes of this section the terms listed have the following meanings:

(i) *Public Parks* means and refers to all recreational parks and venues owned or otherwise operated by the City of Winter Park, including those facilities, structures, and buildings located thereupon, which include, but are not limited to: bleachers, seating, gymnasiums, stadiums, courts, fields, buildings, restrooms, parking lots, amphitheaters, pavilions, picnic areas, and playground areas.

(ii) *Smoking* means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product.

(iii) *Vape or Vaping* means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device.

(b) *Prohibited Acts.* Except for the smoking of unfiltered cigars, smoking or vaping within a public park is prohibited. Regardless of the foregoing, nothing in this section may be interpreted as permitting or allowing the smoking of unfiltered cigars when such activity is otherwise prohibited or forbidden by general law.

(c) *Penalty.* A violation of this section is punishable as Class I violation as set forth in § 1-23(a) of this code of ordinances. Repeat violations are subject to the escalator provision in § 1-23(b) of this code.

(d) *Signage.* The City Manager, or his/her designee, is authorized to display one or more signs prohibiting smoking and vaping at city parks and recreational facilities.

Section 3. <u>Inconsistency</u>. If any Ordinances or parts of Ordinances are in conflict herewith, this Ordinance governs and controls to the extent any such conflict exists.

Section 4. <u>Severability</u>. If any portion of this Ordinance is determined to be void, unconstitutional, or invalid by a court of competent jurisdiction, the remainder of this Ordinance will remain in full force and effect.

Section 5. <u>Codification</u>. Section 2 of this Ordinance is to be codified and made a part of the City of Winter Park Code of Ordinances. The Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and the word "*Ordinance"* may be changed to *"Section," "Article," "Division"* or another appropriate word. The City Clerk is further given liberal authority to correct scrivener's errors, such as incorrect Code cross-references, grammatical, typographical, and similar errors when codifying this Ordinance.

Section 6. <u>Effective Date</u>. This Ordinance will become effective immediately following approval by the City Commission at its second reading.

PASSED AND ADOPTED on second reading this 23th day of December, 2023.

CITY COMMISSION
CITY OF WINTER PARK, FLORIDA

_____
By: Phillip M. Anderson, Mayor

ATTEST:

_____
Rene Cranis, City Clerk