City Commission
Regular Meeting

Agenda
February 28, 2024 @ 3:30 PM
City Hall Commission Chambers
401 S. Park Avenue

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

assistance & appeals
Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-599-3277) 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 -Greg Seán Canning - Florida Ancient Order of Hibernians**

3. **Pledge of Allegiance**

4. **Approval of Agenda**

5. **Mayor's Report**

   a. Proclamation - National Association of Women in Construction — 5 minutes

   b. Proclamation: Irish American Heritage Month — 5 minutes

   c. Green Business Award: Balmoral Group — 10 minutes

6. **City Manager's Report**

7. **City Attorney's Report**

8. **Non-Action Items**

9. **Public Comments | 5 p.m. or soon thereafter**
   (If the meeting ends earlier than 5 p.m., public comments will be at the end of the meeting. Three minutes are allowed for each speaker.)

10. **Consent Agenda**

    a. Approve the minutes of the work session, February 14, 2024 — 1 minute

    b. Approve the minutes of the regular meeting, February 14, 2024 — 1 minute

    c. Approve the following formal solicitations: — 1 minute

       1. Gresco Utility Supply - IFB5-24 - Purchase of Transformers; Amount: $292,393.85

    d. Approve the following piggyback contracts: — 1 minute

       1. Core & Main, LP - City of St. Petersburg Blanket Purchase Agreement #226457 - Water & Wastewater Supplies; for goods on an as-needed basis during the term of the agreement through September 30, 2024; Amount: $850,000

e. Approve the following contracts: 1 minute

1. Traffic Control Devices, Inc. - IFB4-20 - Traffic Signal Installation & Maintenance - Amendment 4; for services on an as-needed basis during the term of the agreement through March 2, 2025; Amount: $250,000
2. A Budget Tree Service, Inc. - ITN23-18 - Vegetation Management Services - Amendment 6; for services on an as-needed basis during the term of the agreement through May 14, 2024; Amount: $400,000 1 minute

f. Approve the following purchases: 1 minute

1. ABM Industries Group, LLC - Janitorial Services & Equipment; Amount: $850,000
2. Stephens Technologies, Inc. - SS24-2 - Sectional Liner Repair Products; Amount: $100,000

11. Action Items Requiring Discussion

a. Cady Way Pool – Request from Blue Dolphins Swim Club 30 minutes

12. Public Hearings: Quasi-Judicial Matters
(Public participation and comment on these matters must be in-person.)

a. Request of Clermont Investment LLC for: Conditional Use approval for a 170 seat restaurant, for the property at 610 W Morse Boulevard, zoned C-3A. 5 minutes

b. Request of McCraney Property Company for: Conditional Use approval under the provisions of the Orange Avenue Overlay (OAO) in order to build a new three-story, 29,500-square-foot office building on the vacant 1.88 acres located at 1100 Orange Avenue (2nd hearing) 60 minutes

c. Request of Rollins College for approval to build a three-story, 72,933 square foot, Rollins Faculty & Staff housing building of 39 units via: 60 minutes

1. Comprehensive Plan text policy amendment and Comprehensive Plan future land use map and Zoning map amendments; (First Reading) and
2. Conditional Use approval.

(Tabled from February 14, 2024 at applicant's request)

13. Public Hearings: Non Quasi-Judicial Matters
(Public participation and comment on these matters may be virtual or in-person.)

a. Ordinance setting a referendum of the voters on the possible repeal of the internal combustion engine leaf blower ban — 15 minutes

14. City Commission Reports

15. Summary of Meeting Actions

16. Adjournment

City Commission

agenda item

item type
Mayor’s Report

meeting date
February 28, 2024

prepared by
Craig O'Neil, Assistant Director of Communications

approved by
Randy Knight, City Manager

subject
Proclamation - National Association of Women in Construction

motion | recommendation

background

strategic objectives

alternatives | other considerations

fiscal impact

attachments
None

City Commission

agenda item

item type
Mayor’s Report

meeting date
February 28, 2024

prepared by
Craig O'Neil, Assistant Director of Communications

approved by
Randy Knight, City Manager

subject
Proclamation: Irish American Heritage Month

motion | recommendation

background

strategic objectives

alternatives | other considerations

fiscal impact

attachments
None

City Commission

agenda item

item type
Mayor's Report

meeting date
February 28, 2024

prepared by
Victoria Tabor, Administrative Coordinator II

approved by
Randy Knight, City Manager

subject
Green Business Award: Balmoral Group

motion | recommendation

background
The Green Business Recognition Program acknowledge local business who have made substantial efforts in implementing environmentally sustainable practices. The Department of Natural Resources and Sustainability is recognizing the Balmoral Group with the Platinum level Green Business Award. Platinum Level is the highest recognition within the program. In 2022, Balmoral was awarded Gold Level, however recently reached Platinum Level due to new sustainable initiatives. Their accomplishments include electrification efforts, encouraging employee commute via public transit, and volunteering at city-wide event with Keep Winter Park Beautiful and Sustainable.

strategic objectives

alternatives | other considerations

fiscal impact

attachments
1. Green Business Recognition Balmoral Group

Green Business Recognition Program

WINTER PARK
GREEN BUSINESS
recognition program

The Green Business Recognition Program acknowledges businesses in Winter Park that have made substantial efforts to be more sustainable in terms of energy efficiency, waste reduction, and consumer choices

There are currently 25+ recognized business in Winter Park

Green Business Recognition Program

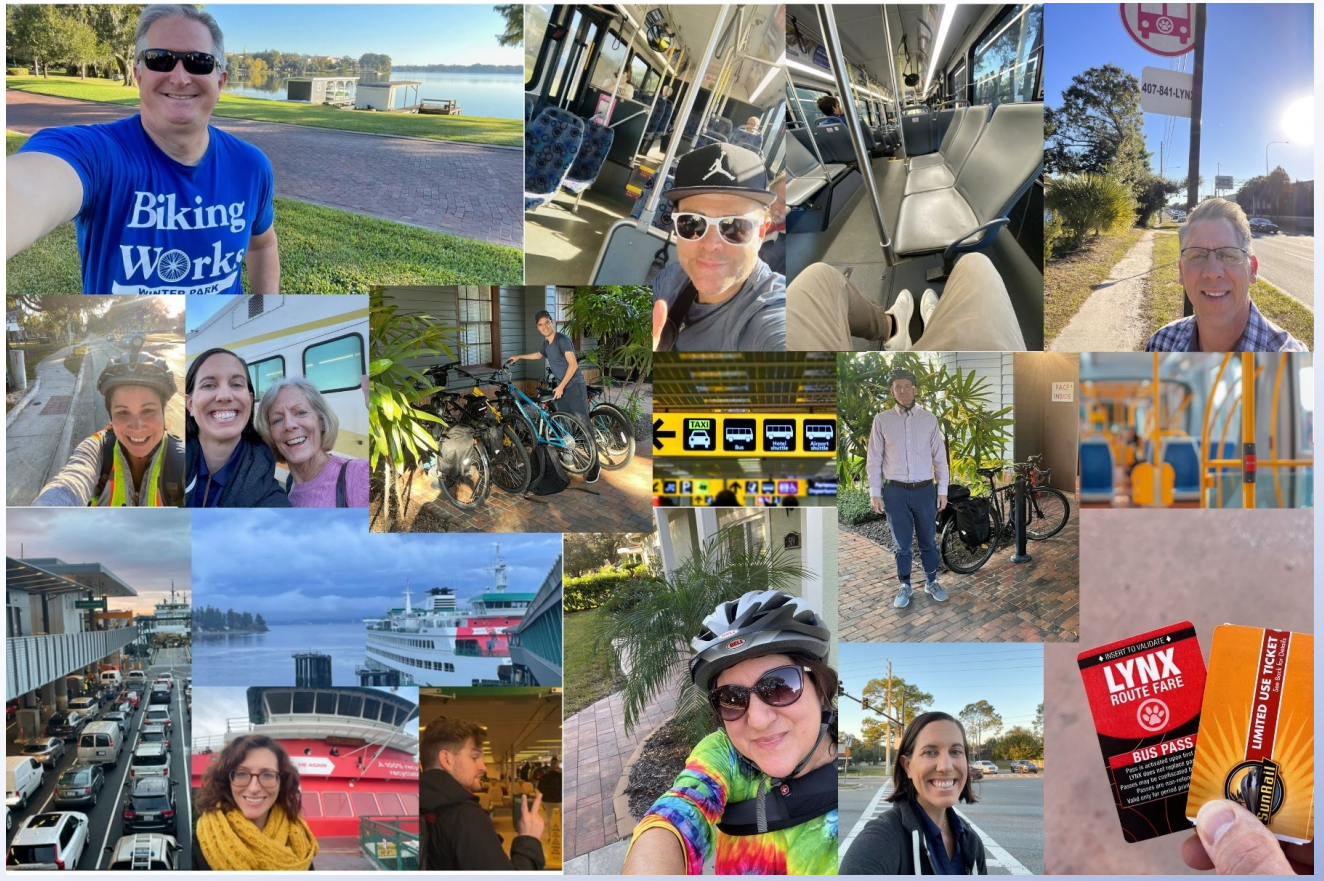
PLATINUM

From gold to platinum!

Sustainability pledge:

"Our actions will be guided by our work, improve the environment by cutting our environmental footprint sustainability principles within three goals: to improve lives and quantify the impacts from in half, and improve livelihoods of low and moderate-income communities and racial/ethnic minorities within our sphere of influence"

“Get to work without a car” day



Employees were challenged to get to the office without using their car

Community engagement

Electric vehicles

Recently purchased two new electric vehicles and two Ford Lighting Trucks

Green Business Recognition Program

Our Green Businesses help keep our city sustainable!

City Commission

agenda item

item type
Consent Agenda

meeting date
February 28, 2024

prepared by

approved by
Randy Knight, City Manager

subject
Approve the minutes of the work session, February 14, 2024

motion | recommendation

background

strategic objectives

alternatives | other considerations

fiscal impact

attachments
1. Minutes WS 02-14-24

City Commission Work Session Minutes

February 14, 2024 at 2:00 PM

City Hall Commission Chambers

401 S. Park Avenue

1. 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.

2. Meeting Called to Order

Mayor Anderson called the work session to order at 2:09 p.m. He explained this meeting is for discussion and no public comments will be taken. Any action and public comment will be heard in a regular meeting.

3. Discussion Item

a. Leaf Blower Ordinance

Mayor Anderson noted previous meetings with contractors and in a special meeting, the Commission approved delaying enforcement/penalties to January 1, 2025. He said the focus of this discussion will be on noise issues and communication/education. Mr. Knight has had discussions with Senator Brodeur on this ordinance and on projects where the city may need assistance with grants/funding.

Mayor Anderson said it has been established by some that gas-powered leaf blowers are perceived as noise pollutants and detrimental environment and health impacts. He suggested the city be proactive by having a page on the website that includes a list of contractors that have committed to using electric or battery-operated leaf blowers and a list of equipment options for purchase by residential users. He would like to re-visit the noise issues, guidelines and enforcement.

Commissioner Cruzada suggested amending the noise ordinance that sets a decibel level for enforcement. If the true intent is to regulate noise, it needs to address other types of equipment through a maximum decibel level toward being respectful of neighbors. He supports having a webpage with information for consumers and suggested adding data on decibel ratings for equipment.

Mayor Anderson asked if noise standards were considered when the ordinance was adopted. Commissioner Weaver said he recalls 60 decibels at the property line along with a study of decibel levels which show gas-powered equipment operate at 20 decibels higher than electric or battery-operated leaf blowers. He supports an amendment to the noise ordinance but feels it would be difficult to enforce and a strain on staff time.

Mayor Anderson suggested updating that information in comparison to the code. Ms. del Valle noted the code does not speak to decibels but speaks to a 50-foot distance from a property line. She clarified the decibel restriction applies to the downtown area.

Mayor Anderson suggested the update look at both decibel and frequency levels and discussion followed on frequency as it relates to efficiency, maintenance, and cost of batteries, particularly commercial equipment.

Commissioner Weaver spoke about improved technology since the ordinance was adopted and discussion followed. Commissioner Cruzada feels there is a gap in dissemination of information on leaf blowers and a misconception of what brand works better.

Commissioner DeCiccio asked for the effectiveness in other cities that have adopted a similar ban. Mr. Knight said staff has reached out to other cities and none have expressed any challenges or repealed their ordinance. Commissioner DeCiccio suggested that information be disseminated on how those cities are handling the issues being discussed today.

Mayor Anderson asked for a high-level report on what funding and incentives are available for the next meeting with landscape contractors.

Commissioner Cruzada asked if tax credits are available from the Federal Government for commercial landscapers. Mr. Knight said staff is looking at opportunities for tax credits (to be included in the report).

Mr. Knight said Senator Brodeur filed a bill that would ban cities from prohibiting gas-powered equipment but withdrew while retaining the right to refile. He and Senator Brodeur discussed the ordinance and came to the following compromise:

- City delays enforcement of the current ordinance until June 1, 2025
- City Commission places an ordinance on the March 2025 ballot with a question giving the citizens the opportunity to repeal (or with a "no" vote, confirm) the gas leaf blower ban
- Senator Brodeur will not file his preemption bill.

Commissioner DeCiccio asked how a preemption bill would impact other cities that have an ordinance in place. Mr. Knight responded that it would preempt their ability to have the ordinance they already have in place.

Mayor Anderson spoke about options to identify what constituents want and letting the voters decide. Another consideration is to let the market speak and let buyers decide but educate people in the marketplace. He feels the ordinance should stay in place, work as if it is going to stay in place and with education and required voter signatures, put on the ballot. He believes this is Senator Brodeur's message.

Commissioner Sullivan said the commission represents the city's registered voters and if the majority wants something, it should be considered. He feels the ban is a great step forward for the city and is hesitant about the compromise brought forth by Senator

Brodeur. He said he is more inclined to the retain ordinance as drafted.

Mr. Knight explained that City Attorney Ardaman said the state does have the ability to preempt legislation that the city has already adopted and gave examples of preemptions and discussion followed.

Commissioner Weaver opposed the city commission putting a question on the ballot and but should be done by petition of voters.

Mr. Knight explained the process for placing a referendum on the ballot, which could be the general election in March 2025 without additional cost.

Commissioner DeCiccio feels the item should be put on the ballot through voter referendum as opposed to commission action.

City Attorney Ardaman arrived at 3:00.

Discussion followed on possible preemption by the state and impact of decision. Mayor Anderson feels the city should continue with the ordinance. The city would be extending enforcement for an additional six months and committing to placing the referendum on the ballot. Discussion followed the process for a referendum.

Mayor Anderson summarized that no action would be taken at this meeting and consensus is to bring ordinance forward at the February 28th commission meeting to consider putting it on the ballot next March. Contractor and equipment information will be placed on the city website.

Commissioner Weaver is opposed to delaying enforcement to June 1, 2025.

Mayor Anderson feels this process allows time for the city to educate residents and contractors and make market rate choices. He noted another meeting will be held with contractors to discuss equipment financing.

4. Adjournment

The meeting adjourned at 3:17 p.m.

_____

Mayor Phillip M. Anderson

ATTEST:

_____

City Clerk Rene Cranis

City Commission

agenda item

item type
Consent Agenda

meeting date
February 28, 2024

prepared by

approved by
Randy Knight, City Manager

subject
Approve the minutes of the regular meeting, February 14, 2024

motion | recommendation

background

strategic objectives

alternatives | other considerations

fiscal impact

attachments
1. Minutes 2-14-24

City Commission
Regular Meeting Minutes

February 14, 2024 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

The meeting was called to order at 3:34 p.m.

2. Invocation - Director of Information Technology, Parsram Rajaram

3. Pledge of Allegiance

4. Approval of Agenda

Mayor Anderson noted that the Rollins has asked that their item be tabled to February 28th. However, comments on this item may be made during the Public Comment period. **Motion made by Commissioner DeCiccio to approve the agenda, seconded by Commissioner Cruzada. Motion unanimously with a 5-0 vote.**

5. Mayor's Report

6. City Manager's Report

Mr. Knight recommended rescheduling the February 29th work session to March due to a conflict with a 426 stakeholder meeting. (Rescheduled to March 14)

Mr. Knight advised that Orange County is considering a transportation sales tax referendum and must decide by the end of April to place on the November ballot. Meetings are scheduled for mayors and city managers, separately, and community education. Mayor Anderson said the city may be well-served by supporting the sales tax with a dedicated funding source for the region's transportation.

7. City Attorney's Report

a. Financial Disclosure filing

Attorney Ardaman advised 25 cities and some individual elected officials have joined the lawsuit challenging the new financial disclosure requirement (Form 6) for elected officials. If the attorney's motion for injunction is successful, those cities and individuals would not have to comply with filing the Form 6 until the suit has been tried and resolved. If the lawsuit is successful, elected officials would not have to file Form 6.

Commissioner Weaver said he will be joining the lawsuit, individually. Commissioner Sullivan said he does not object to filing the new form. Commissioner Cruzada agreed. Mayor Anderson explained filing requirements and the difference between Form 1 and Form 6. He said he would like to consider, in lieu of participating, reimbursement of accountant costs review forms before submitting them.

8. Non-Action Items

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

10. Consent Agenda

a. Approve the minutes of the regular meeting, January 24, 2024
b. Approve the Special Meeting minutes of February 1, 2024.
c. Approve the following formal solicitations:
    1. Ovation Construction Company - IFB2-24 - Building & Code Enforcement Office Renovation REBID; Amount: $1,543,990
d. Approve the following piggyback contracts:
    1. 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: $1,000,000
    2. Hubbard Construction Company - Orange County Contract #Y23-127 - Furnish Asphalt Products; for goods on an as-needed basis during the term of the agreement through May 31, 2024; Amount: $650,000
    3. EarthBalance Corporation - Lee County Contract #9466 - Environmental Maintenance; for services on an as-needed basis during the term of the agreement through June 6, 2025; Amount: $300,000
    4. Ayres Associates, Inc. - FDOT Contract #CAD97 - D5 Overhead Sign & High Mast Light Pole Inspection; for services on an as-needed basis during the term of the agreement through May 17, 2031; Amount: $100,000
    5. Electric Power Systems - FMPA Contract #ITB 2022-034 - Substation & Generating Station Maintenance - Renewal; for services on an as-needed basis during the term of the agreement through February 28, 2025; Amount: $200,000
e. Approve the following contracts:
    1. Zyscovich, Inc. - RFQ31-22 - Professional Architectural Services; Task Order for the Central Park West Meadow Restroom and Pavilion; Amount: $140,000
    2. Pond & Company, Inc. - RFQ7-23 - Geotechnical & Environmental Consulting Services; Task Order for Howell Creek at Temple Trail Stream Restoration; Amount: $135,263
    3. CJ's Sales and Service of Ocala, Inc. - IFB3-20 - Auxiliary Generator Maintenance Services - Amendment 5; for services on an as-needed basis during the term of the agreement through February 13, 2025; Amount: $275,000

4. D&A Construction Group, Inc. - IFB23-22 - Continuing Concrete Services; for services on an as-needed basis during the term of the agreement through June 2, 2024; Amount: $300,000

f. Approve the following purchase:
1. ABB, Inc. - Substation Circuit Breaker Replacement; Amount: $158,609.61

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

11. Action Items Requiring Discussion

12. Public Hearings: Quasi-Judicial Matters

a. Request of McCraney Property Company for: Conditional Use approval under the provisions of the Orange Avenue Overlay (OAO) in order to build a new three-story, 29,500-square-foot office building on the vacant 1.88 acres located at 1100 Orange Avenue (1st hearing)

Director of Planning and Community Development Allison McGillis said this is the first of two hearings required under the Orange Avenue Overlay (OAO). She presented site plans with larger setbacks for increased open space and to accommodate a potential roundabout at the six-way intersection. She reviewed the applicant's requests for an allowance to develop a driveway access point and parking within the greenspace easement at the southern point of the property and waivers of the 25% mixed-use requirement, articulation requirements, and the screen height hiding the rooftop mechanical equipment (an administrative waiver by the Building Official). The allowed building height is three stories with a first-floor maximum height of 18 feet and 2nd and 3rd-floor maximum height of 12 feet (between floor surface and floorplate of the floor above). The applicant is proposing a first floor height of 14 feet. They are requesting a variance to increase the height of the screening of the rooftop mechanical equipment from 6 feet to 12 feet to fully screen the equipment. She showed the revised plan based on conditions of the OAO Architectural Review Board (ARB) with waivers needed for articulation and screen wall height. The P&Z recommended approval with the condition that land for the right-of-way is conveyed to the city with legal and associated fees paid by the applicant and granting the ability for the applicant to apply for transportation impact fee credit; that the city give written consent to the parking and driveway areas consistent with greenspace easement language; trees in open space areas or the right-of-way be oak or other shade trees; and preservation of the oak trees along Minnesota and adjacent to the rail right-of-way.

Becky Wilson, attorney for the applicant, thanked staff for helping their design team better understand the vision and codes under the OAO and the ARB's feedback, for which the applicant has benefited. She noted the compromises to provide land for roundabout right-of-way, continuing trail on Denning, and tree preservation.

Steven McCraney, CEO of McCraney Property Company, said they have revised the plans based on the recommendations of ARB and P&Z. Their goal is to deliver a Class A

project that drives high-level and high-paying jobs in Winter Park. He said this creates a new opportunity for the Orange Avenue corridor and vacancy rates in Winter Park show a clear demand for office space in this market. He feels having a different mixed use on the first floor without restaurants or retail will support local businesses and restaurants and, as a Winter Park resident, feels this will complement the community.

Mrs. Wilson provided details on the project and plans for remediation of contamination of site from storage of power poles. To accommodate the shift in site plan to provide the R-O-W dedication, they are requesting to allow a portion of green space for parking which, although not needed to meet parking requirements, will reduce the use of on-street parking. She explained their requests for waiver for articulation and the height of the screen of rooftop mechanical equipment up to 12 feet, but only high enough to "hide" the equipment.

Danny Gordon, Hunton Brady Architects, reviewed the plan with focus on greenspace in a more strategic location (across from Seven Oaks Park) and the rooftop equipment has been moved to minimize line of sight from the public road and the screen wall will only be tall enough to hide the equipment.

Maurizio Maso, Hunton Brady Architects, explained their approach to the project and provided details on the building size, design, landscape elements, and building materials.

Mrs. Wilson said this building brings in office workers that would patronize and support existing local businesses, where requiring the building to have 25% mixed use with retail and restaurants would compete with those existing businesses. The applicant team responded to questions regarding mechanical equipment, articulation of the exterior wall facing the intersection, retention ponds, manufacturing and construction of floor system.

Commissioner Weaver spoke about the use floor height as a way to control massing and said he feels the calculation of the floor height is incorrect and results in a building five feet taller than what is allowed in the OAO. Mrs. Wilson said the plan meets the definition provided by staff and the first floor is 14 feet as opposed to the allowed 18 feet. Discussion followed on floor height and calculation as it relates to building height.

Commissioner Sullivan said the project should meet the mixed use requirement and feels this building is out of scale with the area.

Mayor Anderson said this property does not have a direct Orange Avenue frontage and the building's FAR is less than allowed. He is still considering the definition of building and floor height and what it means to this project, but is thankful that, in this location, this building is less than what is allowed, which is better for the neighborhood and does not require a parking garage for higher uses.

Commissioner DeCiccio said she feels this is a good-looking building but is out of character with the area and is not what residents want to look at and does not meet OAO requirement for mixed use.

Commissioner Cruzada said he likes the project, although small adjustments may be needed. He spoke about the applicant's dedicating space for a roundabout and increased open spacein response to comments and concerns. This will refresh and bring new energy to the area.

Mayor Anderson said he finds the architecture modern and different but fitting in an evolving corridor; however, he would prefer a low intensity project without mixed use rather than a bigger building with mixed use that would require a parking garage to meet demand.

A recess was held from 5:38 to 5:54 p.m.

The following spoke in support of this request citing the benefit to the local community, enhancement, walkability, elimination of eyesore, need for office space, increased tax revenue, more jobs, economic development, and support of existing businesses,:

- Brianna Sheehan, 1525 Bonnie Burn Circle and WP business owner
- Kenneth Brown, 1044 N. Kentucky and Winter Park business owner
- Jim Zboril, 945 Lakeview Drive and real estate developer (opposed retail and service businesses)
- Jeff Patterson, Harbert Realty, (submitted petition supporting project)
- Ian Gill, business owner at 751 N. Orange Avenue
- Tom Lawton,1208 N. Park Avenue
- Lamont Garber, 394 Henkel Circle, Orange Avenue property owner
- Mike Ward, business owner at 154 S. Park Avenue
- Trevor Hall, real estate broker (disadvantages of roundabouts and offered alternatives - LIDAR unit)
- Gigi Papa 1440 Hibiscus (Form 6 Financial Disclosure is about transparency)
  Greg Spencer, 1626 Lookout Landing Circle, business owner on Morse Blvd
- Damien Madsen, resident and business owner (submitted petition in support)
- Joe Nunciata, 2351 Forrest Road
- Michael O'Shaughnessy
- Steven Goldman, 2009 Venetian Way (more greenspace along Denning to tie to Seven Oaks Park)
- Bill Van Dresser, 363 N. Phelps Avenue
- John Riley, 4090 Scarlet Iris, WP business owner

The following spoke in opposition citing incompatibility with the neighborhood, over-development; need for more greenspace, increased and cut-through traffic

- Brad Blum, 1169 Lakeview Drive
- Carolyn Moor, 127 W. Fairbanks Avenue, The Modern Widows Club
- Bonnie Hanson,400 Kilshore Lane (prefers mixed use)
- Anne Mooney, 700 Melrose Avenue

Mayor Anderson spoke about floor height definition and calculation toward total building height. He is inclined to move forward with the FAR, use, architecture, lower intensive use which is a gateway to neighborhood and from an economic development

perspective. Because there doesn't appear to be agreement on architectural style, he would like to focus on other elements/issues.

Commissioner Weaver requested green space along Denning from the curb up to the bike path and suggested the two parking spaces along Minnesota be removed and the retention pond increased and the two parking spaces at the southern point be removed. He opposed this project due to the building height, but is agreeable to having the applicant bring back a revised plan.

Commissioner Sullivan said the OAO sates a variance to the height shall not be granted for any property within the OAO and there is no exception to the mixed use requirement. He likes the project, but not in this location.

Commissioner Cruzada reiterated his previous comments. He feels the project sets a positive tone for the area and encouraged the applicant to consider comments in order to receive majority vote for approval.

Mrs. Wilson addressed concerns regarding OAO policies which, for this subarea of the OAO, measures building height in terms of stories with a maximum height of three stories. She said they will look at floor height noting that the 4-foot first floor height reduction can be disbursed to the 2nd and 3rd floors to reduce the overall height and bring back at second hearing. She agreed to grass/hedging along Denning and the removal of two spaces to enlarge retention ponds and two spaces at the southern point. She also agreed to look at ways to reduce the height of the screen for rooftop equipment. She said that commercial, industrial (engineering) and other uses qualify for a mix of use.

Mayor Anderson said provision on mixed use may need to be re-examined.

Commissioner DeCiccio suggested tabling to allow the applicant to consider architectural changes that would be more compatible with the neighborhood and address the other items discussed.

Mayor Anderson said the items for the applicant to address are the conditions recommended by staff and P&Z, removing two spaces in two locations, height of screening wall on the roof, overall height reduction of five feet. Mrs. Wilson said they will bring back final height at second hearing. Commissioner Weaver clarified his intent for a building height of 42 feet with a six-foot parapet.

Mrs. Wilson clarified they are requesting to waive the mixed-use requirement, not permitted uses. Mrs. McGillis stated that City Attorney Langley opined that an applicant can request a variance from the 25% mixed use requirement, but cannot request a variance to height and subarea standards. Discussion followed with clarification to be provided in the next hearing.

Motion by Mayor Anderson to designate this hearing as first of two required hearings, second by Commissioner Cruzada. Motion carried unanimously with a 5-0 vote.

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

12. Public Hearings: Quasi-Judicial Matters (continued)

b. Request of Rollins College for approval to build a three-story, 72,933 square foot, Rollins Faculty & Staff housing building of 39 units via:
   1. Comprehensive Plan text policy amendment and Comprehensive Plan future land use map and Zoning map amendments; (First Reading) and
   2. Conditional Use approval.

(Request by applicant to table to February 28, 2024)

13. Public Hearings: Non Quasi-Judicial Matters

a. ORDINANCE 3291-24 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE COMPREHENSIVE PLAN AND CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO ADOPT A NEW CITY OF WINTER PARK, COMPREHENSIVE PLAN, GOALS, OBJECTIVES AND POLICIES DOCUMENT, SUBSTITUTING FOR THE CURRENT 2017 COMPREHENSIVE PLAN ADOPTED ON APRIL 24, 2017 TOGETHER WITH ALL SUBSEQUENT AMENDMENTS THERETO; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.(2nd Reading)

Attorney Ardaman read the ordinance by title. Mrs. McGillis reviewed the adoption process and changes since first reading based on comments from the state's review. City Planning Consultant Jeff Briggs reviewed added language regarding vested properties (land use and zoning) for specific properties on W. Fairbanks Avenue subject to the future adoption of a development agreement which would allow development under old C-3 zoning rules.

Mayor Anderson said he feels this sets the city up for a dispute as to why the city might not rezone back to C-3. Discussion followed on scenarios and potential for lawsuits due to loss of vested rights. Staff withdrew the amendments.

Motion made by Mayor Anderson to adopt the ordinance, excluding the two vesting provisions, seconded by Commissioner Sullivan. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion unanimously with a 5-0 vote.**

14. City Commission Reports

Mayor Anderson –

- Presented a list of renewable energy highlights to send a consistent message to residents which staff can use to begin a media process and asked the commission to review and provide comments to Mr. Knight.

Commissioner Sullivan
- Suggested that contracts under the Consent Agenda include the department funding source. Agreed by consensus.

Commissioner Cruzada –
- Asked for an update on the deteriorated wall on Aloma Avenue. Director of Building and Permitting Gary Hiatt said staff met with the property owner and FDOT on Monday.
- Advised that the concrete ribar is exposed at the stormwater inlet on Lake Mizell and the east side of Lakemont. Staff to follow-up

Commissioner Weaver –
- Reiterated his opposition to the Form 6 financial disclosure requirement because the listing of individual items is an open invitation to theft. Commissioner DeCiccio she feels listing individual items is excessive.

15. Summary of Meeting Actions

- Rescheduled budget work session to March 14th.
- Staff to monitor a proposed sales tax referendum for transportation.
- Discussed Financial Disclosure Form 6.
- Approved the Consent Agenda.
- Completed first hearing on McCraney Property request.
- Staff to address procedural questions in OAO
- Adopted Comp Plan on second reading.
- Commission to review and provide feedback to city management on renewable energy messaging.
- Add the funding source to contract items on the agenda.

16. Adjournment

The meeting was adjourned at 8:20 p.m.

_____
Mayor Phillip M. Anderson

ATTEST:

_____
City Clerk Rene Cranis

City Commission

agenda item

item type
Consent Agenda

meeting date
February 28, 2024

prepared by

approved by

subject
Approve the following formal solicitations:

motion | recommendation

background

strategic objectives

alternatives | other considerations

fiscal impact

attachments
None

City Commission

agenda item

item type
Consent Agenda

meeting date
February 28, 2024

prepared by
Rebecca Watt, Procurement Agent

approved by
Randy Knight, City Manager

subject

1. Gresco Utility Supply - IFB5-24 - Purchase of Transformers; Amount: $292,393.85

motion | recommendation

Commission approve item as presented and authorize Mayor to execute.

background

1. A formal solicitation was issued on January 5, 2024, with responses due on February 6, 2024, and we received seven (7) submittals. Staff reviewed each submittal for responsiveness and with a request for additional information. Due to lead time, staff deemed it to be most advantageous for the City in recommending award to the selected vendor.

strategic objectives

Fiscal Stewardship.

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in the following approved budgets:

1. Electric Fund

attachments

None

City Commission

agenda item

item type
Consent Agenda

meeting date
February 28, 2024

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
Consent Agenda

meeting date
February 28, 2024

prepared by
Rebecca Watt, Procurement Agent

approved by
Randy Knight, City Manager

subject

1. Core & Main, LP - City of St. Petersburg Blanket Purchase Agreement #226457 - Water & Wastewater Supplies; for goods on an as-needed basis during the term of the agreement through September 30, 2024; Amount: $850,000

motion | recommendation

Commission approve item as presented and authorize Mayor to execute.

background

1. The Originating Agency (City of St. Petersburg) issued a formal solicitation to award this contract in FY20.

strategic objectives

Fiscal Stewardship.

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in the following approved budgets:

1. Water & Wastewater Fund

attachments

None

City Commission

agenda item

item type
Consent Agenda

meeting date
February 28, 2024

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
Consent Agenda

meeting date
February 28, 2024

prepared by
Rebecca Watt, Procurement Agent

approved by
Randy Knight, City Manager

subject

1. Traffic Control Devices, Inc. - IFB4-20 - Traffic Signal Installation & Maintenance - Amendment 4; for services on an as-needed basis during the term of the agreement through March 2, 2025; Amount: $250,000
2. A Budget Tree Service, Inc. - ITN23-18 - Vegetation Management Services - Amendment 6; for services on an as-needed basis during the term of the agreement through May 14, 2024; Amount: $400,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. A formal solicitation was issued in FY20 and has been renewed in accordance with the original executed agreement.
2. 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 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 the following approved budgets:

1. General Fund, Capital Projects Fund
2. General Fund, Electric Fund

attachments

None

City Commission

agenda item

item type
Consent Agenda

meeting date
February 28, 2024

prepared by
Rebecca Watt, Procurement Agent

approved by

subject
Approve the following purchases:

motion | recommendation
Commission approve items as presented and authorize Mayor to execute.

background

strategic objectives

alternatives | other considerations

fiscal impact

attachments
None

City Commission

agenda item

item type
Consent Agenda

meeting date
February 28, 2024

prepared by
Rebecca Watt, Procurement Agent

approved by
Randy Knight, City Manager

subject

1. ABM Industries Group, LLC - Janitorial Services & Equipment; Amount: $850,000
2. Stephens Technologies, Inc. - SS24-2 - Sectional Liner Repair Products; Amount: $100,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. Staff has deemed it to be most advantageous to continue utilizing janitorial services with the ongoing vendor through September 30, 2024.
2. A formal notice was issued on January 19, 2024, with responses due February 5, 2024, and we received no submittals. Staff has deemed the selected supplier to be a single source provider for sectional liner repair products.

strategic objectives

Fiscal Stewardship

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in the following approved budgets:
1. General Fund
2. Water & Wastewater Fund

attachments

None

City Commission

agenda item

item type
Action Items Requiring Discussion

meeting date
February 28, 2024

prepared by
Jason Seeley, Director of Parks and Recreation

approved by
Randy Knight, City Manager

subject
Cady Way Pool - Request from Blue Dolphins Swim Club

motion | recommendation
Provide approval of a proposed second pool at Cady Way Pool constructed and maintained by the Blue Dolphins Swim Club.

background
The Blue Dolfins Swim Team have been in the Winter Park and Orlando area teaching aquatics since 1972.

Started by legendary swim coach Harry Meisel, the Blue Dolfins have been on the leading edge of competitive swimming for almost 52 years now. Now located in Oviedo and Winter Park, this year-round USA Swimming club team is your key to competitive swimming. Our mission is to provide our Central Florida swimmers with the best opportunity possible to reach their full potential while creating great memories, making friends, and learning life lessons along the way.

The team is currently carrying over 400 athletes and conducting countless swim lessons ages 5 & up. The Blue Dolfins are home to hundreds of former and current athletes with state and national records, Olympic Trials time standards, and numerous college scholarships. The team currently has over 20 athletes swimming in college today.

The Blue Dolfins have called Cady Way Pool home for the last 7 years and would like to build a second pool to serve both our residents who swim for leisure and fitness, as well as competitive youth swimmers within Winter Park and our neighboring communities. Before incurring the significant cost involved with engineering and construction documents, Blue Dolfins, as well as their potential donors and stakeholders, would like approval from the commission supporting the project with the understanding that construction documents, use agreement for the pool, and other such details will be brought forward for approval as project planning progresses.

strategic objectives

alternatives | other considerations
The additional pool would have minimal impact on adjacent park amenities. The adjacent multipurpose field (previously adult softball) would still function in the capacity it currently

serves as a practice field. Sand volleyball courts proposed as part of the pool addition is an amenity that has been requested by residents in the past and would be a welcome addition to our park system.

fiscal impact

The department would have minimal to zero loss in revenue derived from the adjacent athletic field changes and would secure new revenues from the rental of sand volleyball courts if the market hourly rate was charged for use of a lighted volleyball court.

City would see some nominal additional cost dependent on the use of the second pool in the form of the need for additional lifeguard hours when 2nd pool is used for City programming. A reasonable expectation of additional lifeguard expenditures is estimated not to exceed $15,000 unless a business case involving off setting revenues accompanies the additional expenditures.

Additional revenue potential is possible based upon terms of a facility use agreement between the City and Blue Dolfins.

attachments

None

City Commission

agenda item

item type
Public Hearings: Quasi-Judicial Matters

meeting date
February 28, 2024

prepared by

approved by
Randy Knight, City Manager

subject
Request of Clermont Investment LLC for: Conditional Use approval for a 170 seat restaurant, for the property at 610 W Morse Boulevard, zoned C-3A.

motion | recommendation
Planning & Zoning Board recommendation is for approval.

background
The Applicant is requesting Conditional Use approval to open a 170 seat, fine dining restaurant, at 610 West Morse Boulevard. The property is zoned C-3A.
Section 58-77 of the City Land Development Code allows restaurants (not including bars, taverns, cocktail lounges and liquor package stores) as a conditional use in the C-3A Commercial Zoning District. The property is located at the southwest corner of W Morse Blvd and S Pennsylvania Ave, and was most recently home to the Coop restaurant, which closed down last year.

The Applicant is now looking to put a fine dining restaurant in the same location. The site currently has 28 parking spaces, and the Applicant has secured another 29 parking spaces, via a 10-year lease, at the Ward Chapel African Methodist Episcopal Church located across the street at 160 S Pennsylvania Ave. The 57 total spaces, would permit up to 170 seats in the restaurant, and include the ability for on-premise alcohol consumption. Given the history of restaurant use on the property, and adjacent location to surrounding commercial uses, staff is recommending approval of this request.

strategic objectives

alternatives | other considerations

fiscal impact

attachments

1. CU APPLICATION 610 W MORSE BLVD.
2. Location Map

CITY OF WINTER PARK
APPLICATION FOR CONDITIONAL USE

CU # _____

FEE PAID
ck # _____
amt. $_____
date _____

General Instructions: To request approval of a Conditional Use, complete this application and submit it to the Planning Department along with a fee of $500 for applications with 500 ft notice requirement, $1,000 for applications with 1,500 ft notice requirement, and $6,000 for applications with city-wide notice requirement, and any additional information necessary to be presented for the public hearings before the Planning and Zoning Board and City Commission. **Please submit one (1) electronic copy and one (1) paper copy (11" by 17") of the required documents with this application. Digital copies may be submitted via flash drive, CD-ROM, etc. or through the wpcloud.** Please contact the Planning Department for instructions to upload to the wpcloud. Additional information for Conditional Use requirements can be found in Chapter 58-90 of the City's Land Development Code.

I.

	APPLICANT	OWNER
Name	Clermont investment llc	Leo Shalhoub
Address	8221 lake serene dr	8221 lake serene dr
	orlando,Fl 32836	orlando,Fl 32836
Phone	407 468-2568	407 468-2568
Email Address:	shalhoubl@aol.com	shalhoubl@aol.com

Is the property under contract for purchase or lease? ☑ Yes ☐ No

If the applicant is NOT the owner, attach a copy of the purchase or lease contract or option on the property, or a letter signed by the owner of record authorizing the applicant to act as agent for the owner. This information is requested to establish the legal status of the applicant and will be held in confidence, except as the information pertains to the zoning application.

Is the contract for purchase or lease contingent upon this approval? ☑ Yes ☐ No

II. PROPERTY

Street Address: 610 w morse Blvd

Zoning Classification: C-3A Comprehensive Plan Future Land Use Designation: _____

PARCEL # 06-22-30-1168-11012 (same as tax ID number of Orange County property tax records)

Legal Description: Provide complete and accurate legal description below including Plat Book and Page Number OR attach a copy of the legal description to this application:

_____

_____

III. CONDITIONAL USE REQUESTED: The applicant requests Conditional Use Approval for:

beer,wine and liquor consumption 4COP

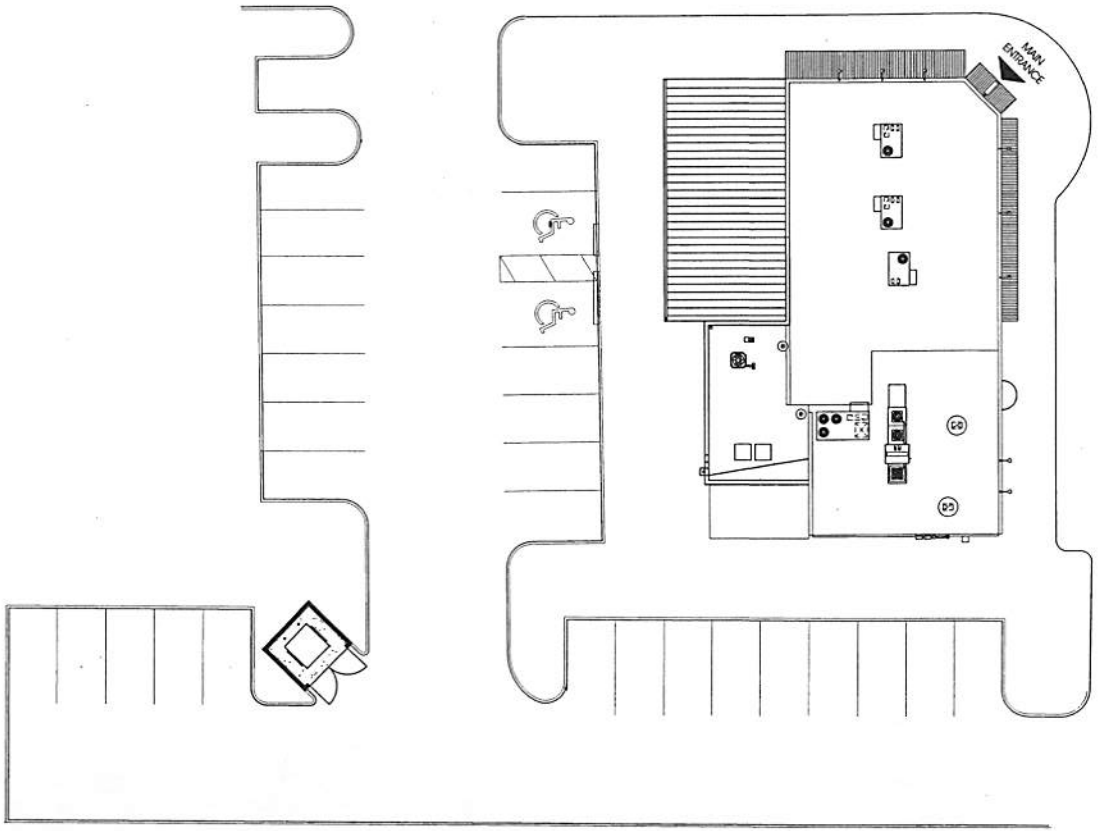
IV. CERTIFICATION

I certify that, to the best of my knowledge and belief, all information supplied with this application is true and accurate, and that I am:

- ☑ the owner of the property described herein
- ☐ a party to an agreement for purchase or lease of this property
- ☐ an agent for the owner or purchaser/lessee of this property

If applicable, it is understood and agreed that approval of this application by the Planning and Zoning Commission is contingent upon the recording of restrictive covenants designing the terms and conditions of an approval. These restrictive covenants will be executed by the owner of the property and recorded by the City of Winter Park. Said owner will be responsible for all fees associated with the recording of this document.

SIGNATURE _____ DATE 12/20/23



ARCHITECTURAL SITE PLAN

3/32" = 1'-0"

NORTH

INTERPLAN LLC
ARCHITECTURE
ENGINEERING
INTERIOR DESIGN
PROJECT MANAGEMENT

AA 0003420
CA 8660

604 COURTLAND STREET
SUITE 100
ORLANDO, FLORIDA 32804
PH 407.645.5005
FX 407.629.9124

SEAL:

CONSULTANT:

REVISIONS:
NO: DATE: REMARKS

CITY OF WINTER PARK
NOV 2 6 2012
BUILDING DIVISION

THE COOP

COOP
RESTAURANT
610 W. MORSE BLVD.
WINTER PARK, FL

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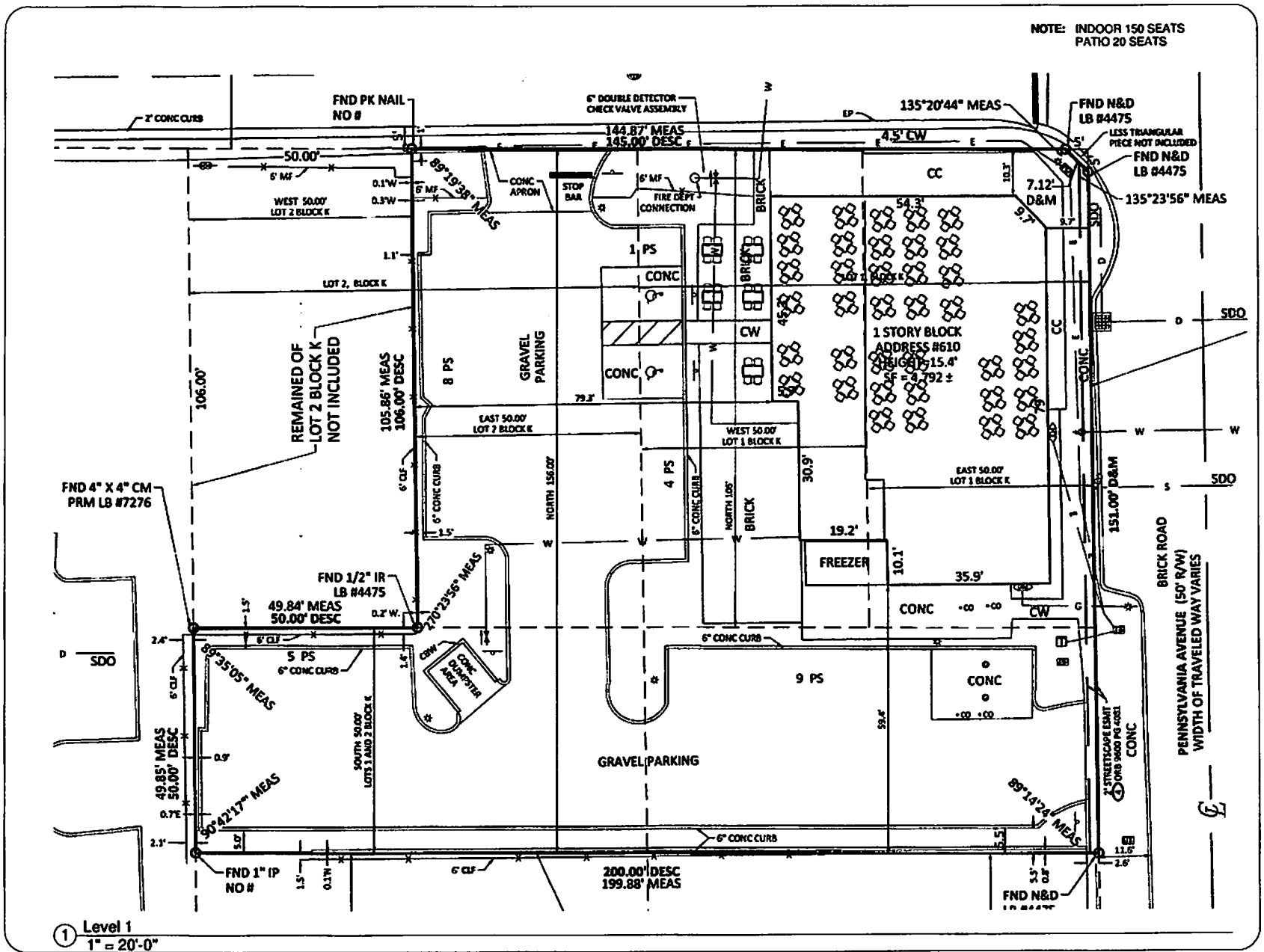
CHANGES OR ASSIGNMENTS ARE
PROHIBITED.

PROJECT NO: 2013.0206
DATE: 09/13/13

A0.1
ARCHITECTURAL SITE PLAN

CHECKED: TV



1 Level 1
1" = 20'-0"

12/13/2023 4:55:48 PM

©Copyright 2020

Green Apple Architecture .com
PO BOX 1401
WINTER PARK, FLORIDA 32790
PHONE: 407.432.0795
AA26000707

610 W MORSE

Project Name

SEAL

JOHN P. DRAKE AR-1551

ISSUE DATE

12/13/23

SHEET INFORMATION

SEATING PLAN

Scale 1" = 20'-0"

A101

Parking License Agreement

The Parties hereto, Ward Chapel African Methodist Episcopal Church (also referred to as Ward Chapel AME Church), 160 S Pennsylvania Ave Winter Park FL, 32789 (hereinafter called the "Licensor"), and Clermont Investments, LLC and / or assigns, 8221 Lake Serene Dr. Orlando, FL 32836 (hereinafter called the "Licensee") in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **Parking Spaces Access.** Licensor hereby grants to Licensee twenty-nine (29) spaces in Licensor's parking lot. Licensee's customers shall have unrestricted access to the spaces designated for Clermont Investments, LLC, customers. Licensor shall have the right to restrict access to the parking spaces by Clermont Investments, LLC and / or assigns, employees and customers, to allow for maintenance or for the demands of occasional church programs, such as but not limited to weddings, conferences, funerals etc. Licensor shall provide reasonable written notice to Licensee. A three (3) day notice shall be deemed reasonable in all cases. Access may be restricted on shorter notice for events, which are part of the church function but are not reasonably foreseeable. Access may be restricted in cases of emergency with no prior notice. Licensee understands that it is the intention of the Licensor to provide twenty-nine (29) parking spaces accessible from S. Pennsylvania Avenue to the customers of Licensee.

2. **License Hours.** Licensor hereby grants to Licensee the right to use the Parking Spaces during the following hours:

   Spaces during the following hours: Seven Days a Week, beginning at 3:00 p.m. through 12:00 a.m.

3. **Signage.** Licensee shall place signs and parking bumpers marking those spaces which are the subject of this agreement license. The signs shall state the hours the spaces are available and for whom they are reserved. The signs should also state that the parking is provided for the convenience of the customers and employees of Clermont Investments, LLC and / or assigns. The customers and employees of Clermont Investments, LLC and / or assigns, accept the risk of parking in the lot and

waive any claims against Ward Chapel AME Church. Unauthorized users will be deemed as trespassers and subject to prosecution and having their vehicles towed. The licensor must approve signage before it is installed.

4. **Consideration for License.** Monthly rent shall begin on the date the "Licensee" opens It's restaurant for business, or next due date. Licensee shall pay Licensor, per this agreement, the sum of $750 per month. The sum shall be payable in advance monthly and shall be due on the first of the month and shall be in arrears if not received by the Licensor by the 5th of each month. The licensee shall also pay the sales and use tax, if any due upon said rent.

5. **Sundays.** Licensee has agreed, as an additional consideration for this lease, to allow Licensor unrestricted access to Licensee's parking lot on Sundays, subject to Licensee's right to restrict access for special events. Licensee will provide reasonable notice of such events. Licensor agrees to indemnify and hold harmless Licensee from all claims made by Licensor's employee's visitors in the course of their use of the Clermont Investments, LLC and / or assigns, parking lot property as invitees of Licensor.

6. **Term.** The term of this agreement shall be for ten (10) years from the effective date hereof, which is the date the "Licensee" opens It's restaurant for business.

Either party may terminate upon thirty (30) days prior written notice to the other party. Such notice shall be by hand delivery or by a nationally recognized overnight courier service, or sent by certified mail, return receipt requested, signed by the party giving such notice and addressed to the other party at their respective address. The agreement may be renewed once for five (5) years, upon the timely notification to Licensor. If the Licensee does not notify the Licensor of their interest in renewing the license thirty (30) days in advance, the agreement will terminate. Thirty (30) days before the expiration of the final option the Licensor will initiate a negotiation for continuation of the license. The rent will increase 7% every January 1st, beginning on January 1, 2025.

7. **Late Payment.** In the event the fees are not paid within five days of when it is due, then Licensee shall also pay a late payment fee equal to five percent (5%) of such

delinquent amount, each and every month, or part thereof, thereafter that such fee remains unpaid. If the Licensee is in arrears for rent more than five (5) days after the written notice of such delinquency or remains in default under any other condition of the agreement for a period of ten (10) days after written notice form Licensor, Licensor may at its option, without notice of Licensee, terminate the license.

8. **Exclusive use, not Assignable.** Licensee shall not permit the Parking Spaces to be used by any other person or entity without obtaining Licensor prior written consent, which consent may be withheld for any reason whatsoever. Licensor shall have the right to exclude from the Parking Spaces or any other portion of the Premises any particular employee, agent, or invitee who, in Licensor's sole discretion, it deems objectionable.

9. **Continuing Obligations.** Should Licensee move its business, obtain other parking spaces, close the business or not use the parking spaces for whatever reason, the Licensee shall not be released from any obligations under this Agreement, unless released in writing by the Licensor, and shall have continuing liability and remain fully liable for all of the obligations of Licensee under this Agreement including, without limitation, the payment of Rent and shall be expressly subject to each and every term, covenant and condition of this Agreement. If the Licensee is sold and/or acquired by another entity, this Agreement shall be binding upon the new business that acquired Licensee, unless the term has expired, or the rent is paid in full for the entire term of the Agreement.

10. **Obligation to Observe all Regulations.** In connection with the Parking Spaces, Licensee (and its guests, employees, agents, and invitees) shall observe and comply with all regulations, rules and laws imposed by any governmental agency having jurisdiction over the Premises, and, any rules and regulations which Licensor or its agents may from time to time deem necessary for the safety, security, care and cleanliness of the Premises and the quiet, convenience and of occupants of the Premises.

11. **Hold Harmless the Licensor.** Licensee shall indemnify and hold Licensor and Licensor's officers, directors, members, and agents harmless from and against any and

all liabilities, fines, claims, injuries, damages, actions, proceedings, judgments, costs and expenses of any kind or nature whatsoever asserted against or sustained by Licensor due to, or arising out of, any act, omission or negligence of Licensee, its servants, guests, employees, agents, and invitees.

12. **Relationship.** It is the intention of the parties hereto that their relationship at all times shall be limited to that of Licensor and Licensee with respect to the Parking Spaces and Licensee's use thereof. It is expressly understood and agreed that Licensor shall not be regarded as, nor shall have any of the duties of, a bailee of Licensee's (or its guests, employees, agents, and invitees) property or as a landlord of Licensee.

13. **Subordinate to Mortgages and Leases.** This License Agreement is subject to and subordinate to all present or future mortgages, leases or other instruments affecting the Premises.

14. **Insurance.** a) Licensee shall, at its own cost and expense and for the benefit of Licensor, maintain with insurance companies satisfactory to Licensor general public liability insurance in the amount of $1,000,000.00 for injury or death to any one person in any one accident, and in the aggregate of not less than $2,000,000.00 for injury or death to more than one person in any one accident incurred in or adjacent to the Premises, said policy(ies) to contain a 30-day notice of cancellation clause. b) Licensee shall, at its expense, furnish Licensor with a copy of said insurance policy(ies) and a certificate of insurance naming Licensor, Ward Chapel African Methodist Episcopal Church, as additional party insureds prior to the date of execution hereof, and every year thereafter. c) Licensee hereby waives any and all claims against Licensor or its agents, employees, and invitees for any loss of or damage to personal property or for any injury sustained in or about the Parking Spaces arising from Licensor's failure to keep such premises in repair, unless such damage shall be the result of Licensor's (or its agents' servants' or employees') gross negligence. Licensee waives any and all claims against Licensor for any damage arising out of injury derived through the Parking Spaces.

15. **As-Is Condition.** Licensee accepts the Parking Spaces in its "as-is" condition in all respects. Licensee hereby acknowledges that neither Licensor nor its agents,

servants or employees have made any representation or warranty to Licensee that the Parking Spaces is suitable for Licensee's use.

16. **Responsibility to Maintain.** Licensor shall only be responsible for ordinary maintenance of the Licensor's parking spaces based on Licensor's customary use of the spaces. Licensee shall be responsible for cleaning and inspecting Licensee's portion of the parking spaces daily Monday through Saturday. Licensee shall also be responsible for maintenance and repair of wear and tear on the parking spaces in excess of that experienced by Licensor for church use of the property. If Licensee fails to clean and perform additional repairs and maintenance of Licensee's portion of the parking spaces. Licensor may have such cleaning, maintenance and repairs performed and charge the cost of such cleaning, maintenance, and repair to Licensee as additional rent.

17. **Mutual Agreement.** The parties hereto acknowledge that this is a fair and reasonable agreement or not the result of any duress, coercion or undue influence exercised by either party upon the other or by any other persons upon either; that each party understands its respective rights and obligations hereunder and all relevant facts and obligations hereunder and all relevant facts surrounding this matter; and that each party clearly understands and assents to all provisions of this Agreement and has signed this Agreement freely and voluntarily upon the advice of respective counsel, or has knowingly waived representation by counsel.

18. **Binding Agreement.** The provisions of this Agreement shall bind and benefit the parties hereto and their respective heirs, distributes, executors, administrators, legal representatives, successors, and assigns, except as otherwise provided in this Agreement.

19. **Agreement Supersedes Others.** This License Agreement supersedes any and all prior agreements between the parties.

20. **Execution and Originals.** This instrument may be executed in any number of counterparts, including facsimile and electronic mail signatures, each of which will be deemed an original and all of which, taken together, will constitute one instrument. The

parties may execute different counterparts of this instrument, and, if they do so, the signature pages from the different counterparts may be combined to provide one integrated document.

21. **Notices.** Notice may be provided to the Licensor and Licensee at the addresses provided herein above. Emergency notice may be provided to Licensee at Licensee's location The Clermont Investments LLC and/ or assigns. Emergency notice may be provided to the Licensor at Ward Chapel AME Church 160 South Pennsylvania Avenue Winter Park, FL 32789.

22. **Applicable Law.** The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. If either party institutes legal suit or action for enforcement of any obligation contained herein, venue shall be in Orange County, Florida. The prevailing party in any litigation to enforce the terms of this agreement or to recover damages for breach of this agreement shall also be awarded attorney fees and litigation costs.

IN WITNESS WHEREOF, Licensor and Licensee have respectively signed this Agreement on the day and year first above written.

Licensor:

Pastor _____ signature

Arnold A Parker _____ printed name

12/7/2022 Date

Ward Chapel African Methodist Episcopal Church
160 S Pennsylvania Ave Winter Park FL, 32789

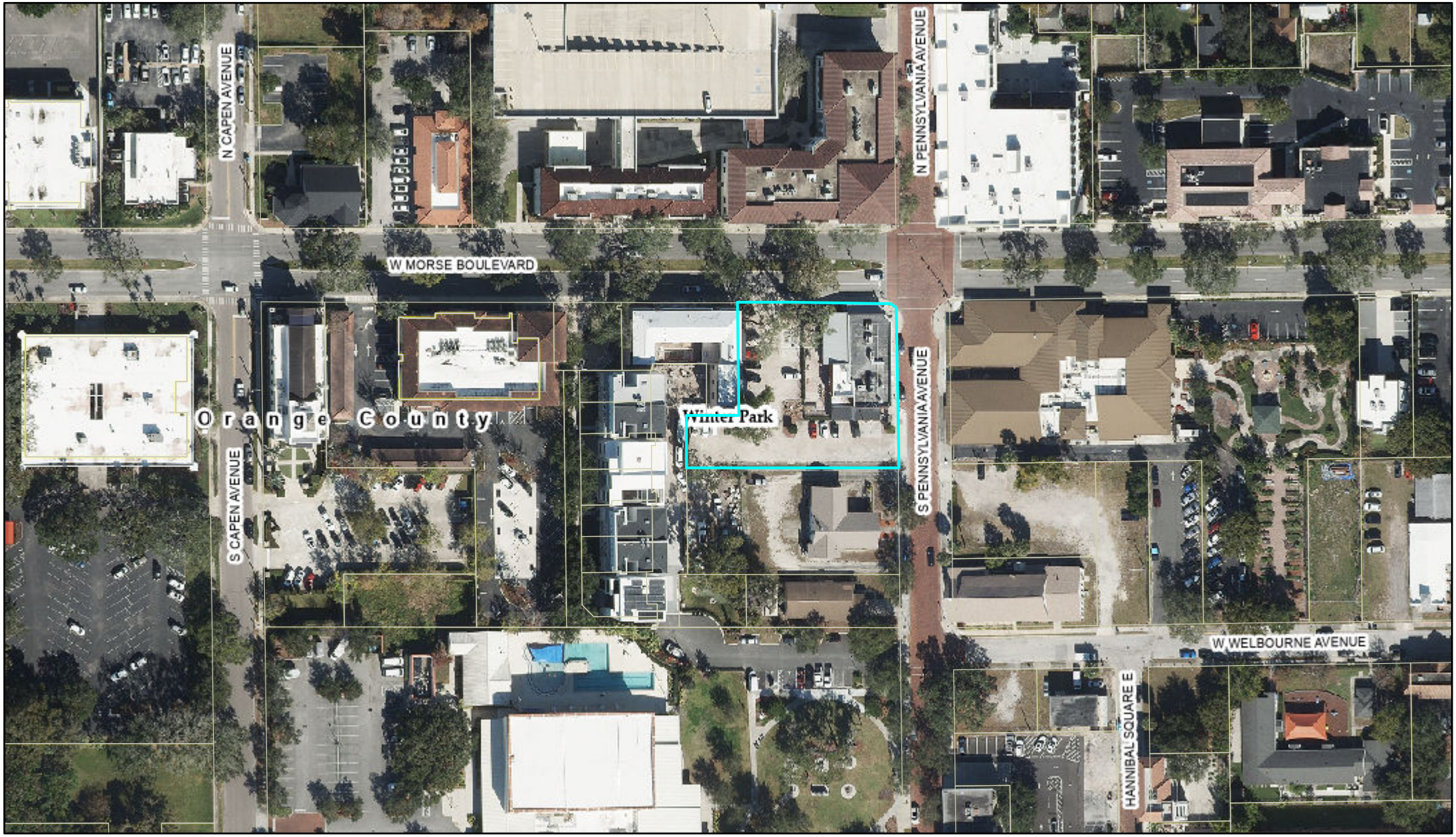
Trustees

Pam Bart
Timothy Gallta

Licensee:

_____ signature

Location Map - 610 W Morse Blvd



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City Commission

agenda item

item type
Public Hearings: Quasi-Judicial Matters

meeting date
February 28, 2024

prepared by
Allison McGillis, Director of Planning and Zoning

approved by
Randy Knight, City Manager

subject

Request of McCraney Property Company for: Conditional Use approval under the provisions of the Orange Avenue Overlay (OAO) in order to build a new three-story, 29,500-square-foot office building on the vacant 1.88 acres located at 1100 Orange Avenue (2nd hearing)

motion | recommendation

Planning & Zoning Board and staff recommendation is for approval with the following conditions:

1. That land from the subject property for right-of-way needed to construct a potential roundabout ("right-of-way parcel") be conveyed, free and clear of all liens and encumbrances, by warranty deed to City in fee simple ownership. The conveyance of the right-of-way parcel is to occur prior to receipt of a certificate of occupancy for the project building. The developer is donating the right-of-way parcel voluntarily, in part, for the City's written consent related to the green space easement addressed in condition #2. The developer is required to pay for the cost of recording the warranty deed, including recording fees, applicable documentary stamp taxes and pro-rated ad valorem taxes. The developer will work with the City to develop a sketch and legal description for the right-of-way parcel. At least twenty (20) days prior to the intended conveyance of the right-of-way parcel, the developer shall cause a title opinion from a licensed Florida attorney to be delivered to the City Attorney for review showing the ownership, liens and encumbrances on the right-of-way parcel. During the development of the project site, the developer will cause the installation of the landscaping and sidewalk improvements shown on the Project site plan within the right-of-way parcel, and the City will grant the developer a temporary license upon the right-of-way parcel for such installation activities. The Developer may apply for and receive a credit pursuant to Section 59-9, City Code towards *multimodal* transportation impact fees required to be paid for the project in an amount not to exceed the lower of: (i) the fair market value of the right-of-way parcel conveyed as valued as unimproved and without including any claim of severance damages to the remaining property or cost to cure the severance damages to remaining property, and (ii) the total amount of *multimodal* transportation impact fees required to be paid by the project. Impact fee credits are not transferrable to any other project or property.
2. That the City gives written consent to the parking and driveway areas as shown on the

revised site plan, consistent with the green space easement language.
3. That any trees within the meaningful open space areas or within the right-of-way, consist of oak trees or another shade tree acceptable by Urban Forestry.
4. That the applicant preserve the trees indicated on the site plan. In order to preserve the 20-inch oak tree along Minnesota, the parking spaces adjacent to it must be removed to provide a clear zone around the root system.
5. That the 16-inch oak within the green space easement adjacent to the rail right-of-way is preserved.

background

Based on the feedback from the first public hearing on this item, the applicant has submitted the attached letter explaining the changes, as well as the revised site plan submittal and elevations package. Below you will find a copy of the list of such changes.

(1) Mixed Use Building. We are no longer requesting a variance for an office-only building. We will include the mixed use options found in LDC Section 58-83 (u).
(2) Articulation. The building's architecture has been updated to comply with LDC Section 58-83 (j).
(3) Screen Wall. We are no longer seeking a variance for the screen wall for roof top mechanical equipment.
(4) Height. We have revised the proposed construction type to provide 43'6" building height to roof. See attached submittal for floor to floor details.
(5) Site Plan. Revised the site plan to include the following: Removed parking space on Minnesota to save the tree; Adjusted green space to increase retention 25% in the northeast corner; Adjusted green space to increase southern retention by 50%: Added an island for south tree; Added green strip between curb and trail/sidewalk; and Increased tree well sizes on S. Denning Drive. Even with these changes we still exceed parking requirements.

strategic objectives

alternatives | other considerations

fiscal impact

attachments

1. For 2nd Hearing: Letter to City of Winter Park re McCraney Building
2. For 2nd Hearing: McCraney-WP Office-City Commission Update Package 2-20-24 - Low Res
3. Green Space Easement Doc

4. McCraney-WP Office Building-Updated Architectural Site Plans 2-7-24
5. McCraney-CU-documents
6. McCraney-WP Office Building-Updated Civil Site Plans 2-7-24
7. 23186 - Landscape - Round About Easement
8. Updated RAB Concept_Orange at Denning
9. Resident Letters regarding Proposed McCraney Office Building
10. McCraney-WP Office Building-Updated Architectural Renderings_reduced

M. REBECCA WILSON

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

MERITAS® LAW FIRMS WORLDWIDE

February 20, 2024

SENT VIA EMAIL

City of Winter Park
Attn: Allison McGillis, Senior Planner amcgillis@cityofwinterpark.org
Planning & Community Development Dept.
401 South Park Avenue
Winter Park, FL 32789-4386

Re: McCraney Building

Dear Allison:

As you know, this firm represents McCraney Property Company with regard to its proposed building located at 1100 Orange Avenue, Winter Park, Florida. Based on the feedback we received from City Commission at the first public hearing we have made the following changes:

(1) Mixed Use Building. We are no longer requesting a variance for an office only building. We will include the mixed use options found in LDC Section 58-83 (u).

(2) Articulation. The building's architecture has been updated to comply with LDC Section 58-83 (j).

(3) Screen Wall. We are no longer seeking a variance for the screen wall for roof top mechanical equipment.

(4) Height. We have revised the proposed construction type to provide 43'6" building height to roof. See attached submittal for floor to floor details.

(5) Site Plan. Revised the site plan to include the following: Removed parking space on Minnesota to save the tree; Adjusted green space to increase retention 25% in the northeast corner;

Adjusted green space to increase southern retention by 50%: Added an island for south tree; Added green strip between curb and trail/sidewalk; and Increased tree well sizes on S. Denning Drive. Even with these changes we still exceed parking requirements.

We appreciate staff and the Commission's feedback on this building and we look forward to the meeting on February 28th.

Very truly yours,

M. Rebecca Wilson
Shareholder

MRW/nle

Hunton Brady
ARCHITECTS

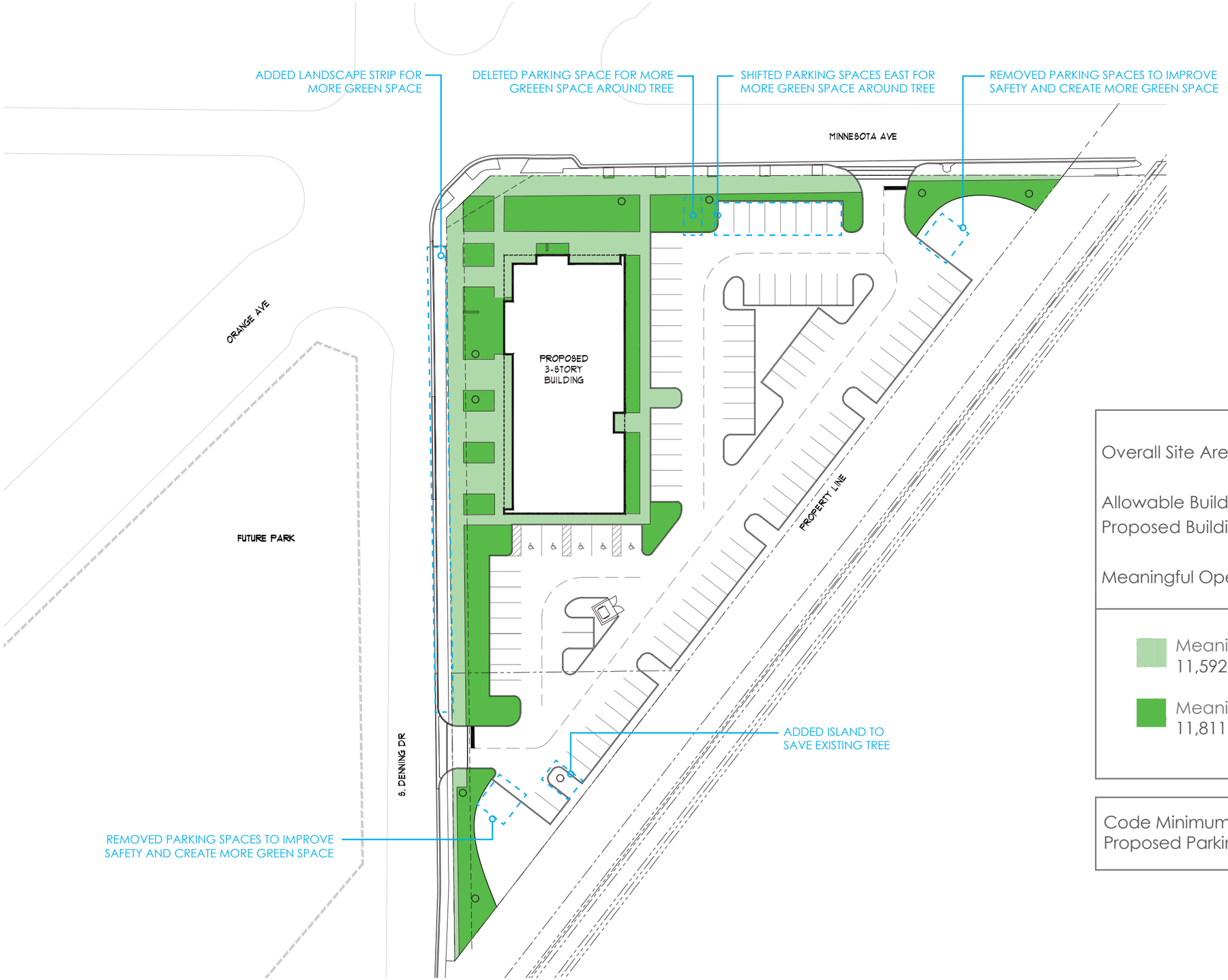
McCRANEY
PROPERTY COMPANY
AN ENVIRONMENT TO GROW

McCRANEY OFFICE BUILDING

winter park, fl

C-23186.00 02.20.2024

CITY COMMISSION SUBMITTAL UPDATES



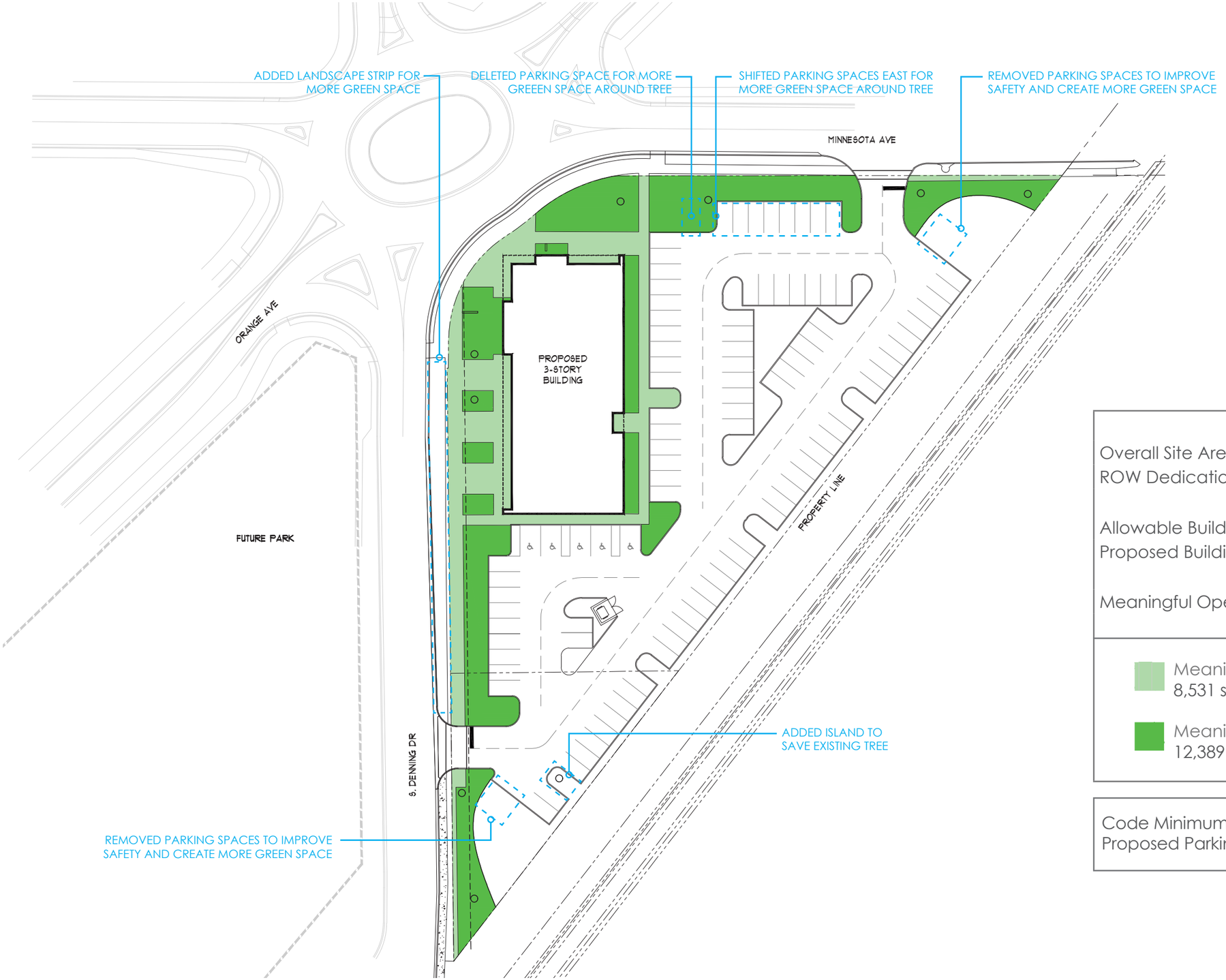
SITE DATA

Overall Site Area	81,304 sf
Allowable Building Area	36,850 sf (45% Code FAR)
Proposed Building Area	29,500 sf (36% Actual FAR)
Meaningful Open Space	23,403 sf (28.8% of Overall Site)

Meaningful Open Space (Hardscape)
11,592 sf (49.5%)

Meaningful Open Space (Green Space)
11,811 sf (50.5%)

Code Minimum Parking	89 Cars (1 Car/333 sf)
Proposed Parking	102 Cars



SITE DATA

Overall Site Area	78,813 sf
ROW Dedication	2,491 sf
Allowable Building Area	35,487 sf (45% Code FAR)
Proposed Building Area	29,500 sf (37% Actual FAR)
Meaningful Open Space	20,920 sf (26.5% of Overall Site)

Meaningful Open Space (Hardscape)
8,531 sf (40.8%)

Meaningful Open Space (Green Space)
12,389 sf (59.2%)

Code Minimum Parking	89 Cars (1 Car/333 sf)
Proposed Parking	102 Cars

GENERAL LEGEND

LIMIT OF WORK

MATCHLINE

TREE LEGEND

SOD & MULCH LINE

EXISTING TREE

CANOPY TREES

QUE VIR-1
QUERCUS VIRGINIANA
LIVE OAK

EVERGREEN TREES

TAX DIS
TAXODIUM DISTICHUM
BALD CYPRESS

ACCENT TREES

CAS FIS
CASSIA FISTULA
CASSIA TREE

CHI VIR
CHIONANTHUS VIRGINICUS
FRINGE TREE

LIV PAL
JAPANESE JAPANICUM
JAPANESE PRIVET

ELA DEC
ELAEOCARPUS DECIPIENS
JAPANESE BLUEBERRY

TAB CHR
TABEBUIA CHRYSOTRICHA
GOLDEN TRUMPET

CAL CIT
CALLISTEMON CITRINUS
BOTTLEBRUSH

PALM TREES

PHO SYL
PHOENIX SYLVESTRIS
WILD DATE PALM

SHRUB & GROUNDCOVER LEGEND

GROUNDCOVER

CONCEPT LOW SHRUBS

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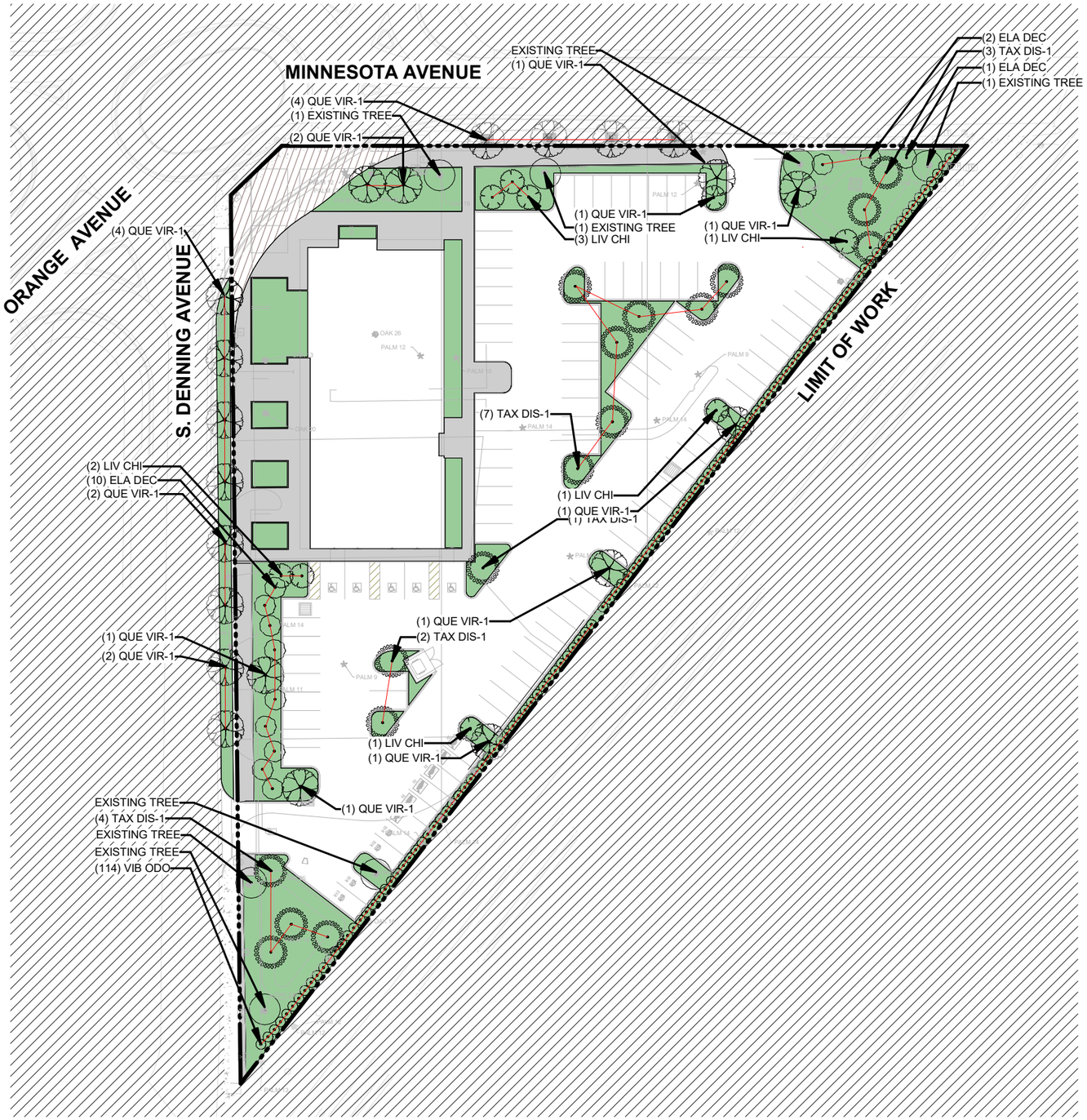

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SEAL

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TBOYLE@HUNTONBRADY.COM

LANDSCAPE ARCHITECT
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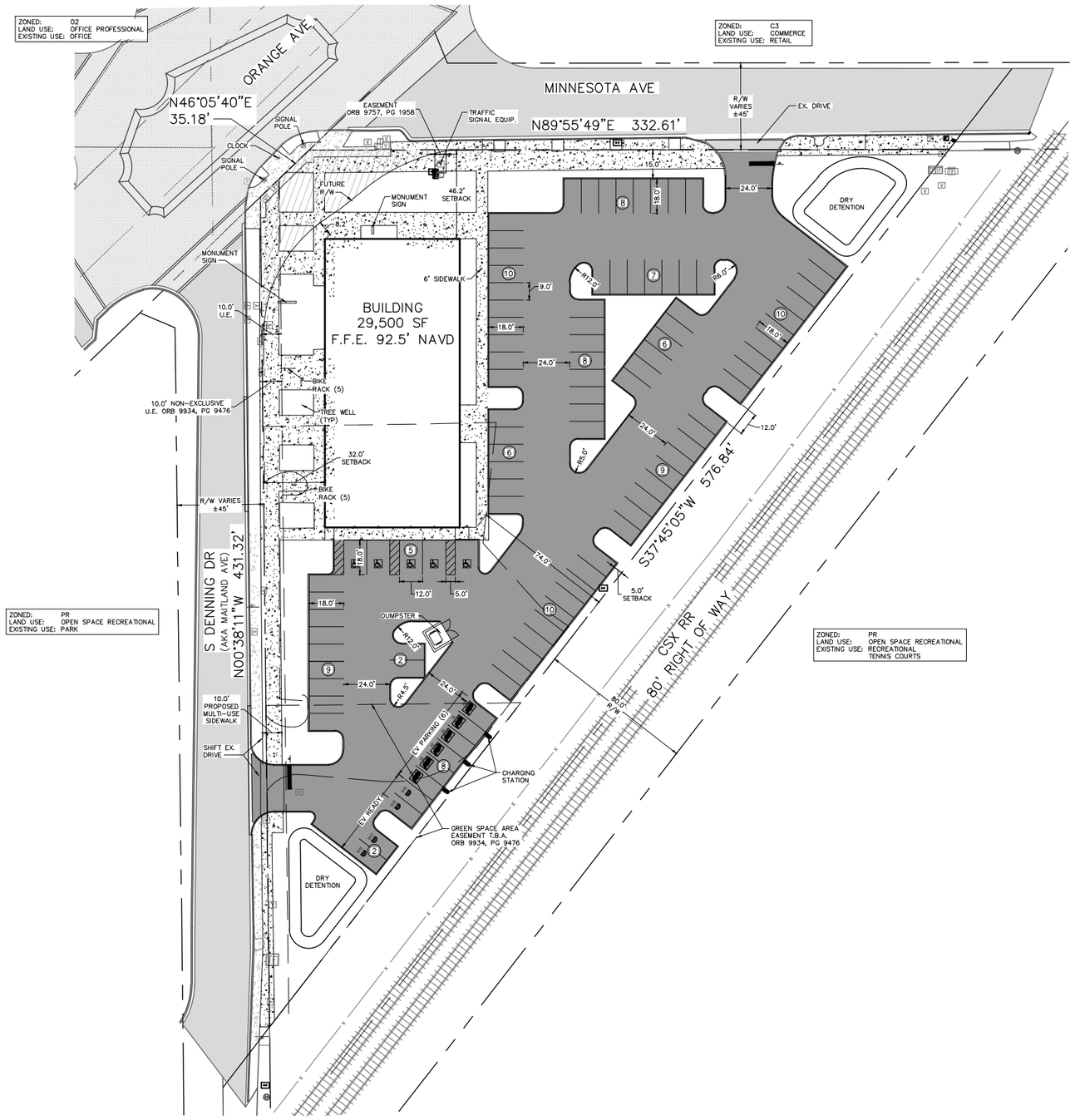

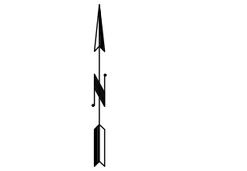

LOCATION MAP

TABULAR DATA

NAME OF APPLICATION:	McCRANEY WINTER PARK OFFICE BUILDING	
OWNER:	McCRANEY PROPERTY COMPANY	
EXISTING USE:	BANK SITE	
PROPOSED USE:	OFFICE	
FUTURE USE:	OFFICE PROFESSIONAL	
ZONING:	O1	
OVERLAY DISTRICT:	OAO	
SECTION/TOWNSHIP/RANGE:	57/T22S/R30E	
PARCEL ID:	07 22 30 6512 99 010	
GROSS SITE AREA:	81,304 SF	1.866 AC.
GROSS FLOOR AREA:	29,500 SF	0.677 AC.
MEANINGFUL OPEN SPACE AREA:	23,403 SF	28.8% OF OVERALL AREA
MEANINGFUL HARDSCAPE SPACE:	11,592 SF	49.6% OF M.O.S.
MEANINGFUL GREEN SPACE:	11,811 SF	50.4% OF M.O.S.
RIGHT OF WAY DEDICATION AREA:	2,491 SF	0.057 AC.
IMPERVIOUS SURFACE AREA:	60,369 SF	74.25%
PERVIOUS SURFACE AREA:	20,935 SF	25.75%
STORIES:	3	
BUILDING FOOTPRINT:	10,500 SF	
FAR	45% MAX.	36.3% PROP.

PARKING CALCULATION:

BUILDING SF (29,500 SF)		
OFFICE: 1 SPACE PER 333 SF:		
29,500 SF / 333 =		89
TOTAL REQUIRED =		89
TOTAL PROVIDED =		102
HANDICAP (12'X18')		5 (5 REQ.)
EV PARKING 1/20 REQ. =		5 (6 PROV.)
EV EQUIPPED SPACES 10% REQ. =		10
BIKE PARKING	REQ. 10	PROP. 10

LEGAL DESCRIPTION:
LOTS A, 1, 2 AND 4, BEING ALL OF BLOCK 101 OF OVERSTREETS TURPENTINE CO'S REVISED DIVISION, ACCORDING TO THE PLAT THEREOF AS RCORDED IN PLAT BOOK F, PAGE 73 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR ORANGE AVENUE (S.R. 426, A 70' RIGHT OF WAY)

SMILEY & ASSOCIATES, INC.
624 KINGFISH ROAD, NORTH PALM BEACH, FLORIDA 33408
561-596-0562 • msmiley@smiley-associates.com
www.smiley-associates.com
EB # 8613

DRT	DRT
DSG	MS
CHK	MS
CADDWG	CAD

REV.	DESCRIPTION	APRV	DATE
	REVISION NOTES		

McCRANEY WINTER PARK OFFICE BUILDING
FOR
MPC
WINTER PARK, FLORIDA

SITE PLAN

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DIGITAL SEAL | DATE 2/20/24

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SHEET TYPE
SHEET 1 OF 1
JOB # 23-007

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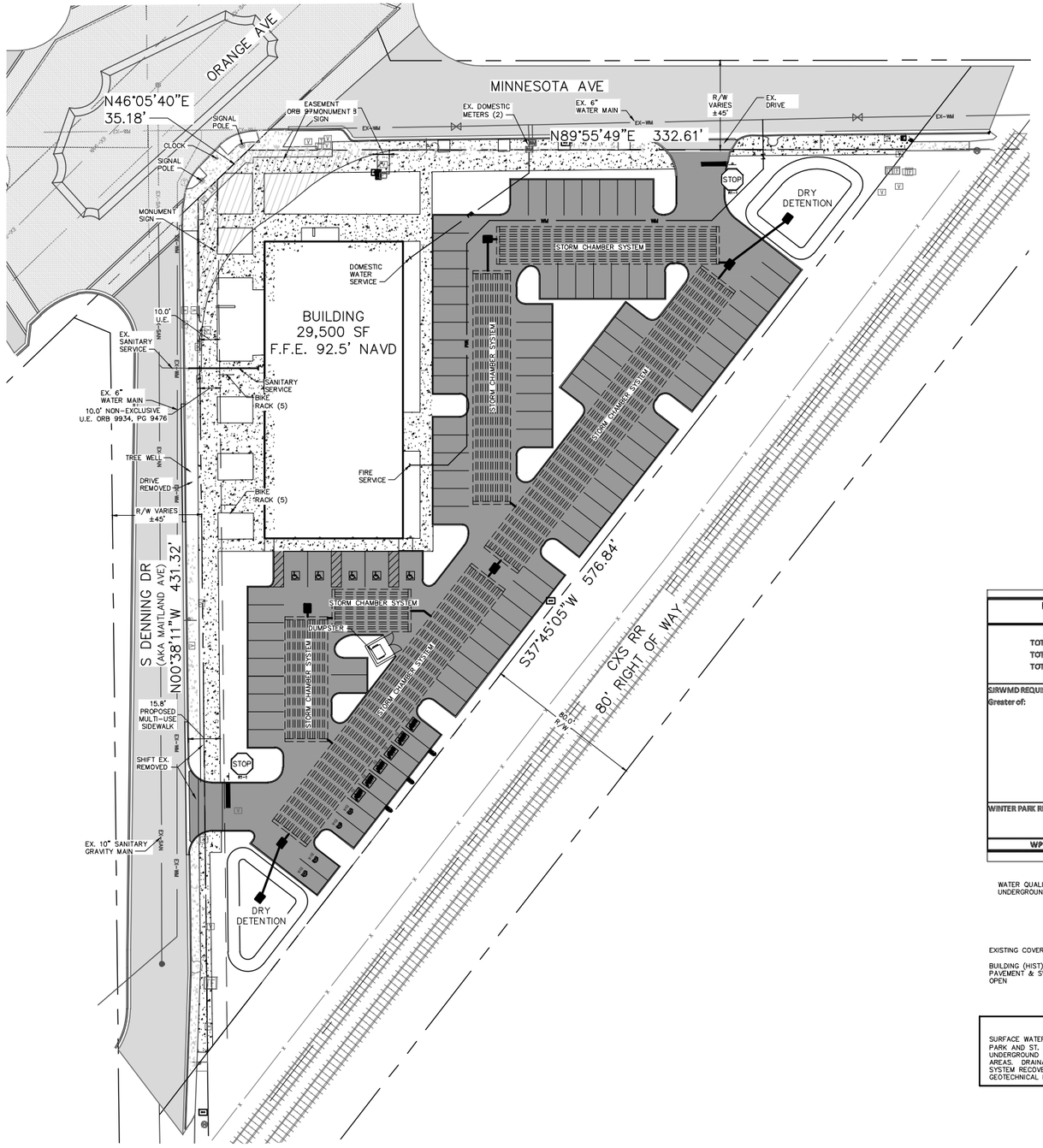

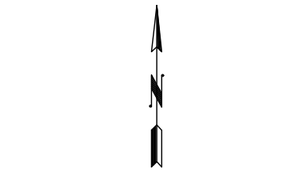

LOCATION MAP

DRY RETENTION WATER QUALITY CALCULATIONS PROPOSED SITE	SF	AC	%
TOTAL IMPERVIOUS AREA	60,369	1.386	74.25%
TOTAL PERVIOUS AREA	20,935	0.481	25.75%
TOTAL TREATMENT AREA	81,304	1.866	100.0%
SJRWMD REQUIREMENTS			
Greater of:			
0.5 IN. OVER SITE	3,388	CF	0.078 AF
0.5 IN. OVER SITE*	3,388	CF	0.078 AF
			0.156
1.25 IN OVER IMPERVIOUS	6,264	CF	0.144 AF
0.5 IN OVER SITE	3,388	CF	0.078 AF
			0.222
WINTER PARK REQUIREMENTS			
2 IN OVER IMPERVIOUS	10,022	CF	0.230 AF
WP GOVERNS			0.23 AF

WATER QUALITY AND QUANTITY TO BE RETAINED IN DRY RETENTION AREAS AND UNDERGROUND CHAMBER SYSTEM. SIZES TO BE COMPUTED DURING PERMIT PHASE.

LAND USE TABLE
SITE 81,304 SF

EXISTING COVERAGE			PROPOSED COVERAGE		
BUILDING (HIST)	8,276 SF	10.18%	BUILDING	10,500 SF	12.91%
PAVEMENT & SW	40,946 SF	50.36%	PAVT & SW	50,263 SF	61.83%
OPEN	32,234 SF	39.66%	OPEN	20,541 SF	25.26%

SURFACE WATER MANAGEMENT SYSTEM NARRATIVE

SURFACE WATER MANAGEMENT SHALL BE SIZED TO MEET BOTH THE CITY OF WINTER PARK AND ST. JOHN'S WATER MANAGEMENT DISTRICT REQUIREMENTS. APPROVED UNDERGROUND CHAMBER SYSTEM SHALL BE UTILIZED ALONG WITH DRY RETENTION AREAS. DRAINAGE ROUTINGS SHALL BE PROVIDED AT TIME OF PERMIT TO VERIFY SYSTEM RECOVERY UTILIZING HYDRAULIC CONDUCTIVITY RATES FROM THE GEOTECHNICAL REPORT.

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www.smiley-associates.com
EB # 8613

DRT	DRT
DSG	MS
CHK	MS
CADDWG CAD	

REV.	DESCRIPTION	APRV	DATE

REVISION NOTES

McCRANEY WINTER PARK OFFICE BUILDING
FOR
MPC
WINTER PARK, FLORIDA

PRELIMINARY ENGINEERING PLAN

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SHEET 1 OF 1
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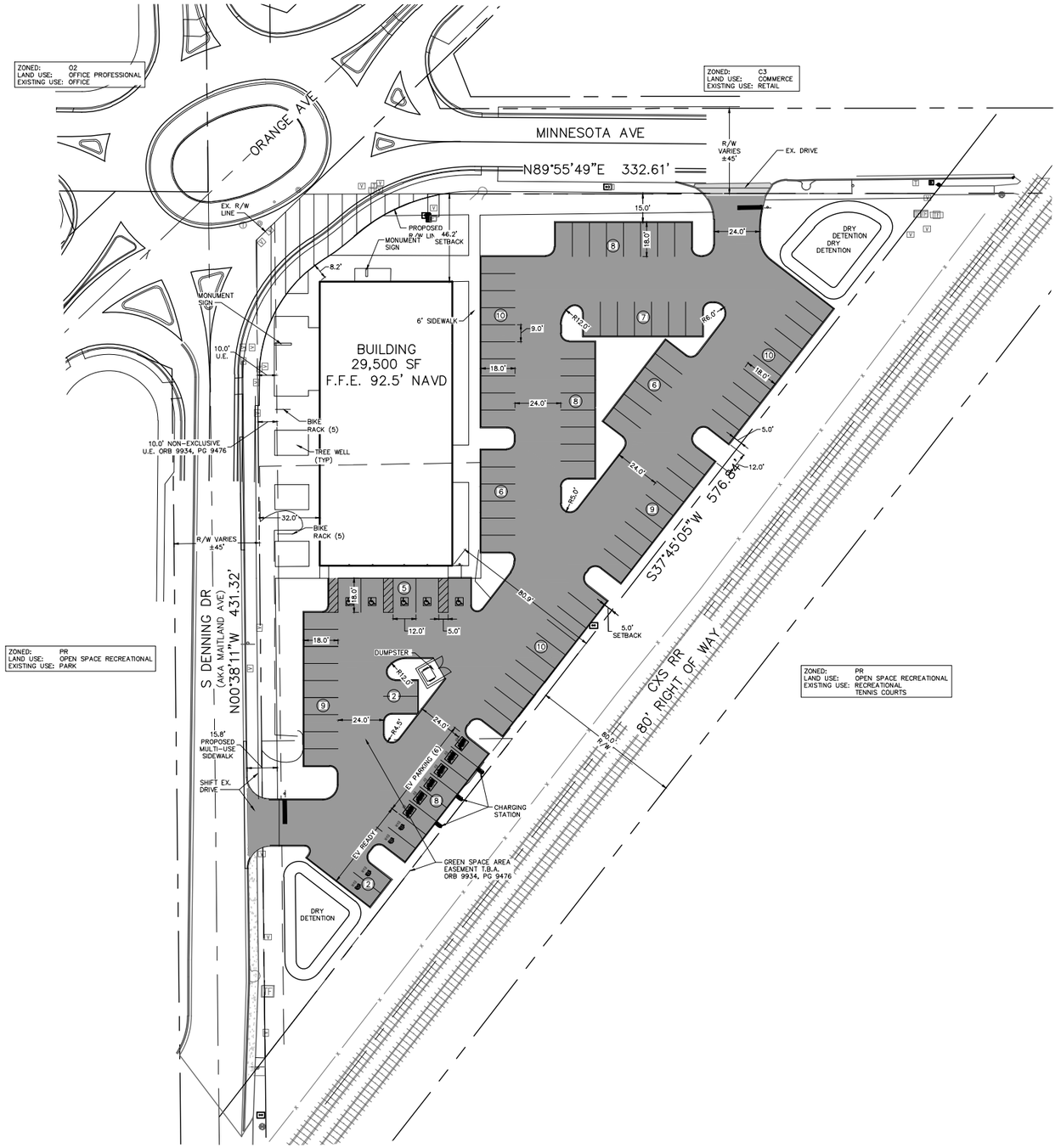

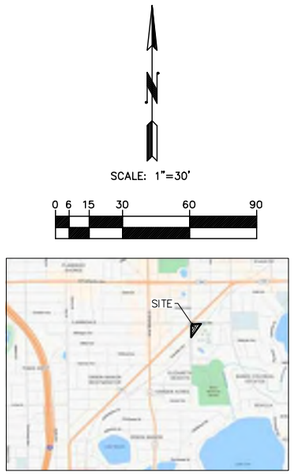

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FUTURE USE:	OFFICE PROFESSIONAL	
ZONING:	O1	
OVERLAY DISTRICT:	OAO	
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PARCEL ID:	07 22 30 6512 99 010	
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R/W TAKE DOWN BY CITY	2,491 SF	0.057 AC.
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EB # 8615

DRT	DRT
DSG	MS
CHK	MS
CADDWG CAD	

REV.	DESCRIPTION	APRV	DATE

REVISION NOTES

McCRANEY WINTER PARK OFFICE BUILDING
FOR
MPC
WINTER PARK, FLORIDA

SITE PLAN

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JOB # 23-007

MINNESOTA AVE
ORANGE AVE
S DENNING DR

SIGNAGE
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OAO ARCHITECTURAL STANDARDS - FACADE TREATMENTS*

1 Expression of a vertical architectural treatment with a minimum width of twelve (12) inches. *(COMPLIES HORIZONTALLY)* ✓

2 Building stepbacks, offsets or projections, a minimum of four (4) feet in depth. *(COMPLIES HORIZONTALLY & VERTICALLY)* ✓

3 Texture and / or material change. *(COMPLIES HORIZONTALLY & VERTICALLY)* ✓

4 Architectural banding.

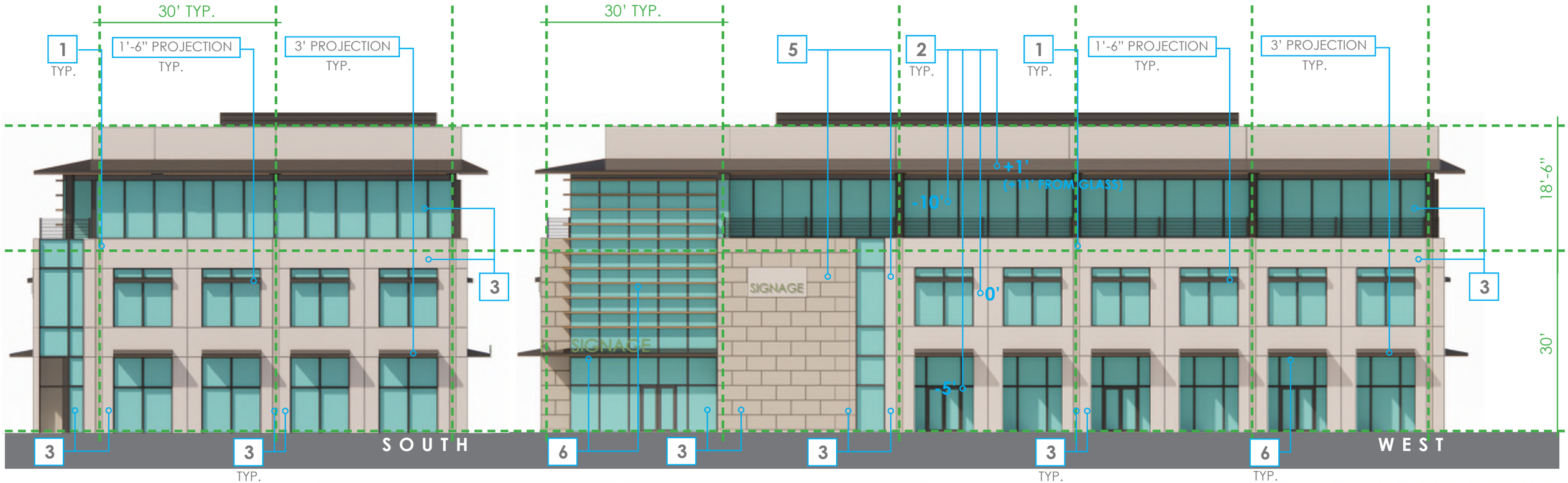
5 Pattern change. *(COMPLIES HORIZONTALLY)* ✓

6 Other treatment that, in the opinion of the Planning & Transportation Director after review by the Orange Avenue Overlay Appearance Review Advisory Board, meets the intent of this subsection. *(COMPLIES WITH OAO ARAB COMMENTS)* ✓

Orange Avenue Overlay District Ordinance 3228-21
Section 58-83 (j)(3)(a)

*All facades of buildings with a gross floor area of ten thousand square feet or more shall be required to incorporate at least three (3) of the following facade treatments. At least one of these treatments shall repeat horizontally. All such design elements shall repeat at intervals of no more than thirty (30) feet, either horizontally or vertically.

HuntonBrady ARCHITECTS



GLAZING VISION PANEL COLOR
VIRACON VNE1-63

GLAZING MULLION COLOR
SW FLUROPOM CLASSIC II COSMIC GRAY

CANOPY AND SHADING ACCENT COLOR
APOLIC TIMBER SERIES MAPLE

ARCHITECTURAL PRECAST PANEL
FINE SANDBLAST

ARCHITECTURAL PRECAST PANEL
HEAVY SANDBLAST AND EXPOSED AGGREGATE

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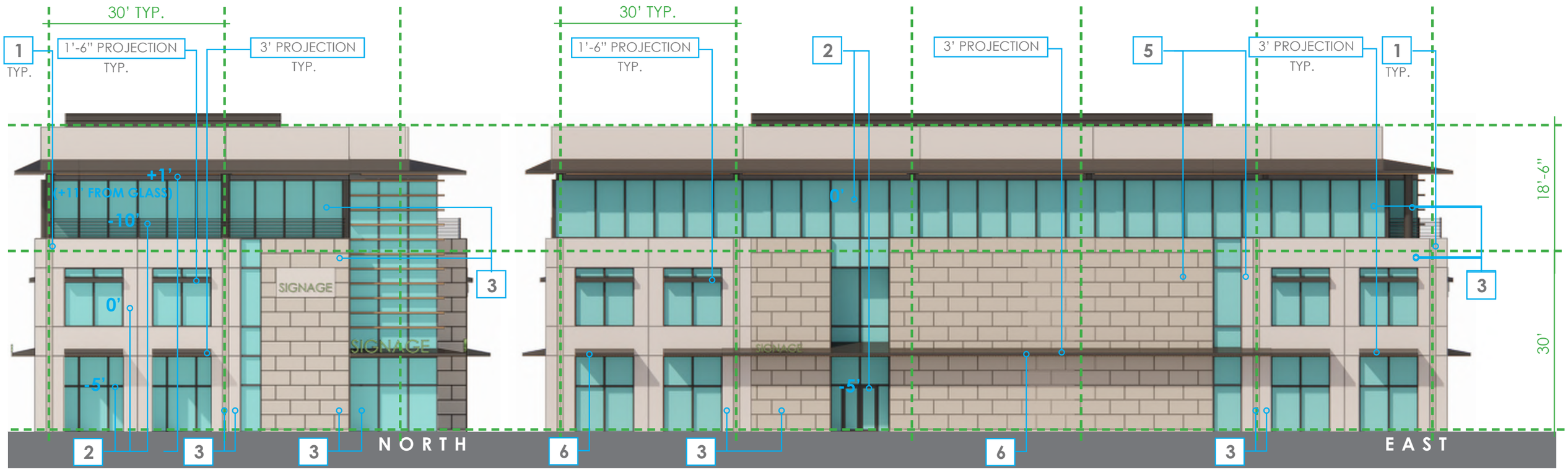

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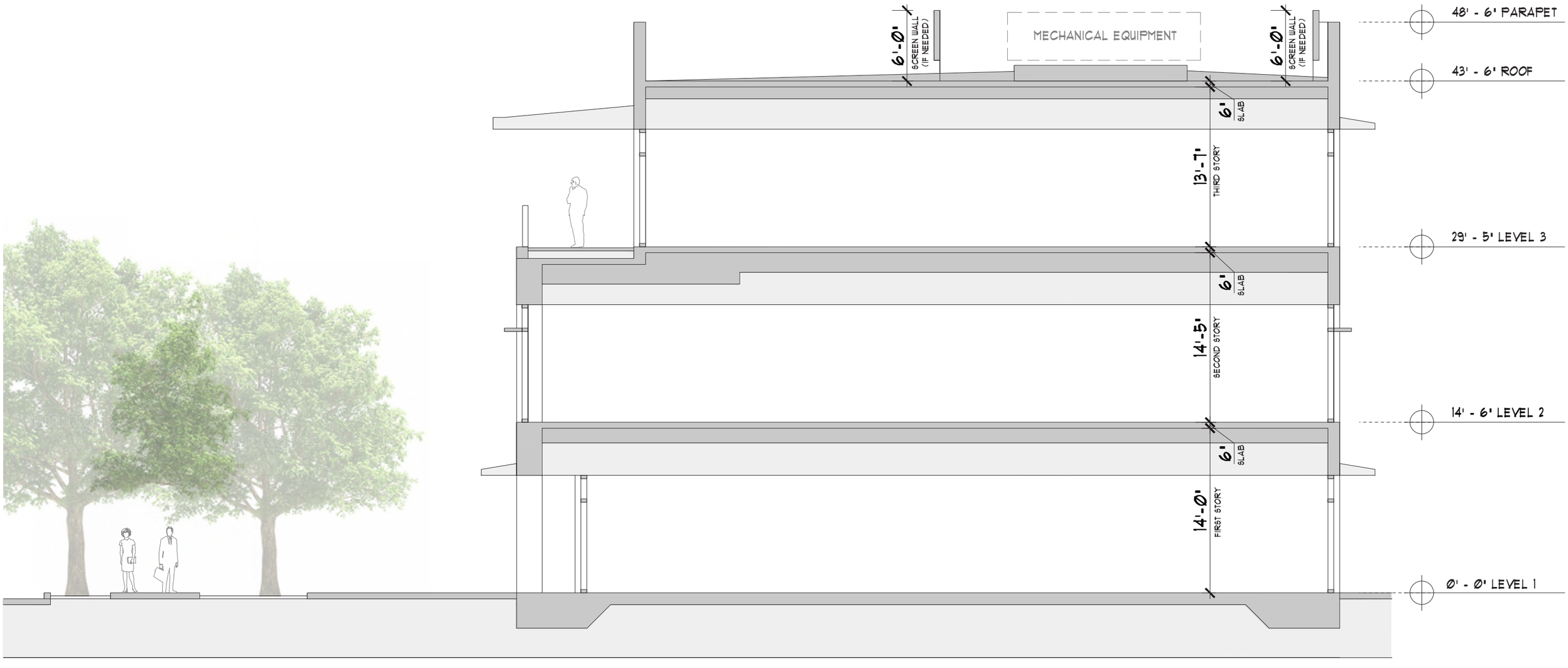

6'-0"
SCREEN WALL
(IF NEEDED)
MECHANICAL EQUIPMENT
6'-0"
SCREEN WALL
(IF NEEDED)
48' - 6" PARAPET
43' - 6" ROOF
6"
SLAB
13'-7"
THIRD STORY
29' - 5" LEVEL 3
6"
SLAB
14'-5"
SECOND STORY
14' - 6" LEVEL 2
6"
SLAB
14'-0"
FIRST STORY
0' - 0" LEVEL 1

THANK YOU!

Hunton Brady ARCHITECTS

McCRANEY PROPERTY COMPANY
AN ENVIRONMENT TO GROW

McCRANEY OFFICE BUILDING

winter park, fl

C-23186.00 02.20.2024

CITY COMMISSION SUBMITTAL UPDATES

DOC # 20090551174 B: 9934 P: 9476
09/16/2009 03:18:45 PM Page 1 of 10
Rec Fee: $86.50 Doc Type: EAS
Deed Doc Tax: $0.00
Intangible Tax: $0.00
Mortgage Stamp: $0.00
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: LOWNDES DROSDICK ET AL

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Dale A. Burket, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
450 South Orange Ave, Suite 800
Orlando, FL 32802-2809
(407) 843-4600

FOR RECORDING DEPARTMENT USE ONLY

DECLARATION OF EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS AND RESTRICTIONS (the "Declaration") is made as of the 15th day of September, 2009 by **AMERICAN MOMENTUM BANK,** a Florida banking corporation (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of fee simple title to certain real property located in Orange County, Florida more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "**Declarant Property**"); and

WHEREAS, Declarant purchased the Declarant Property from Progress Point, LLC, a Florida limited liability company ("Progress Point") who retained certain property across South Denning Drive from the Declarant Property, which is more particularly described in **Exhibit "B"** attached hereto and made a part hereof (the "**Progress Property**"); and

WHEREAS, certain improvements and utility facilities exist on the Declarant Property which serve both the Declarant Property and the Progress Property, and Declarant desires to create certain easements for the benefit of the Progress Property and the Declarant Property, and place certain restrictions on the Declarant Property, all as more particularly set forth below.

NOW THEREFORE, for and in consideration of the premises hereof, and in order to ensure the orderly, efficient and proper development and use of the Declarant Property and the Progress Property, Declarant hereby declares that the Declarant Property shall be subject to and the Progress Property shall be benefited by the following:

1. Easement for Utility Facilities. Declarant hereby grants and creates, for the use and benefit of the Progress Property, a perpetual, non-exclusive easement over, under, across the western ten (10) feet of the Declarant Property, being immediately adjacent to South Denning Drive (**"Utility Easement Area"**) for purposes of connecting to any utility lines, including without limitation, electric power lines (both underground and overhead), gas lines, telephone,

fiber optic cables and cable television lines ("**Utility Facilities**") presently existing or which may, in the future, be constructed upon, under or within the **Utility Easement Area**, together with the right of ingress and egress on, over, under, across and through the Declarant Property as is reasonably necessary to exercise the easement rights herein granted.

2. Maintenance and Expenses for Utility Facilities. Progress Point shall have no responsibility whatsoever for the construction, maintenance, repair and replacement of the Utility Facilities; however, Progress Point shall have the right, but not the obligation, to perform such construction, maintenance, repair and replacement as it deems necessary, at its own expense. Progress Point shall take no action which would operate to unreasonably interrupt or interfere with Declarant's use of the Declarant Property or with ingress or egress to and from the Declarant Property by Declarant or its invitees. Declarant shall take no action which would operate to unreasonably interrupt, interfere or terminate Progress Point's use of the Utility Facilities. Progress Point will at its own expense repair any damage to the Declarant Property and any improvements or landscaping thereon which is caused by Progress Point's use of the Utility Easement Area or from the construction, maintenance, repair and replacement of the Utility Facilities by Progress Point. If Progress Point fails to properly repair any such damage, Declarant shall have the right, but not the obligation, upon ten (10) days prior written notice to Progress Point, to make such repairs, all at Progress Point's sole cost and expense. Progress Point shall promptly reimburse Declarant for such expenses reasonably incurred by Declarant, within thirty (30) days following presentation of invoices relating to same. Notwithstanding anything contained herein to the contrary, in no event shall Progress Point construct or allow to be constructed any new permanent above-ground structures or facilities in the Utility Easement Area without Declarant's prior written consent, which shall not be unreasonably withheld by Declarant; however, such prohibition shall not prevent Progress Point from replacing any above-ground structures with replacement structures of a similar or less visible nature.

3. Future Modifications to Utility Facilities. Declarant agrees not to make any changes or modifications to the Utility Facilities that may interfere with the normal operation, maintenance or repair of the existing Utility Facilities without the prior written consent of Progress Point, which consent shall not be unreasonably withheld or denied.

4. Green Space Restriction. Declarant hereby declares that certain property located on the Declarant Property and more particularly described on **Exhibit "C"** attached hereto and by this reference made a part hereof, as a permanent and perpetual "green space" ("**Green Space**") for the mutual and exclusive benefit of Declarant and Progress Point, wherein Declarant shall construct those certain plant materials and design more particularly set forth in that certain landscape plan designated as sheets "L2" and L3" on those certain Construction Plans prepared by Avid Group and dated September 3, 2008 under Project Number 2915-002 (the "Landscape Plans") which have been previously approved by Progress Point, or as Declarant and Progress Point may in the future agree in writing. Declarant shall not erect any vertical improvements, parking areas or paved areas of any kind within any portion of the Green Space, without Progress Point's prior written consent, which consent shall not be unreasonably withheld by Progress Point. As of the date of this Declaration, there is a retention pond located in the Green Space. Declarant at all times shall have the right to continue to maintain and use the retention area in the Green Space in compliance with any applicable governmental laws, codes or regulations. In

furtherance of the terms and provisions of this Section, Progress Point has consented to certain matters with respect to a portion of the Green Space, which consent is contained in that certain letter to Declarant dated September 15, 2009, a copy of which attached hereto as Exhibit "D".

5. Maintenance of Green Space. Declarant shall be responsible for and agrees to perform all construction, installation, maintenance, repair and replacement necessary or required in order to keep and maintain the Green Space in accordance with all applicable governmental rules, regulations, laws statutes, ordinances and permits, and in accordance with the Landscape Plans. Such maintenance, repair and replacement shall include, without limitation, regular irrigation, inspection and reasonable landscape maintenance, including the replacement of all plant and grass materials that have deteriorated. If Declarant fails to properly maintain the Green Space, Progress Point shall have the right, but not the obligation, upon ten (10) days prior written notice to Declarant, to perform such maintenance, repair and/or replacement, all at Declarant's sole cost and expense. Declarant shall promptly reimburse Progress Point for such expenses reasonably incurred by Progress Point, within thirty (30) days following presentation of invoices relating to same.

6. No Public Rights Created. Nothing herein shall create or be construed to create any rights in or for the benefit of the general public or any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any owner hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.

7. Indemnification. Declarant and Progress Point each shall indemnify, defend, and hold each other harmless from and against any and all liability, claims, demands, damages, actions, causes of action, fines, fees, penalties, suits or proceedings of any kind or nature, including attorneys' fees and costs (including attorneys' fees in appellate proceedings), for injury or death to person, damage to property, or other damage or loss arising out of the failure of the indemnifying party to abide by the terms of this Agreement or arising out of the entry upon the property described herein or the use of the Utility Facilities by the indemnifying party or its agents, employees, contractors, members, guests, successors or assigns pursuant to the terms of this Agreement.

8. Modification. This Agreement may be amended only by a written instrument executed by Declarant and Progress Point and recorded in the public records of Orange County, Florida.

9. Binding Effect. The terms and provisions of this Agreement shall constitute covenants running with the title to the Declarant Property and the Progress Property and shall be binding upon and inure to the benefit of the owners of the Declarant Property and the Progress Property and their respective heirs, successors, assigns and beneficiaries.

10. Attorneys' Fees. In the event that either party finds it necessary to commence an action against the other party to enforce any provision of this Declaration or because of a breach by the other party of any terms hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, legal assistants' fees and costs incurred in connection

therewith, at both trial and appellate levels, including bankruptcy proceedings, without regard to whether any legal proceedings are commenced or whether or not such action is prosecuted to judgment.

11. Governing Law; Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action relating to this Agreement shall be the State Courts in and for Orange County, Florida.

12. Severability. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person, and the same shall remain in full force and effect.

13. Declaration Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Declaration shall entitle any party to cancel, rescind, or otherwise terminate this Declaration. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any such breach.

(SIGNATURES ON FOLLOWING PAGES)

IN WITNESS WHEREOF, Declarant has executed this Declaration in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness

Lisa Robertson
Printed Name of Witness

Signature of Witness

Jen Saylor
Printed Name of Witness

DECLARANT:

AMERICAN MOMENTUM BANK,
a Florida banking Corporation

By: Rita J. Lowman
Name: Rita J. Lowman
Title: EVP
Date: September 15, 2009

Purchaser's Federal Tax Id: 16-1764661

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 15 day of September, 2009, by Rita Lowman, as EVP of American Momentum Bank, a Florida banking corporation. She/he is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

Amy Grimming
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: DD598918

AMY P. GRIMMING
MY COMMISSION # DD 598918
EXPIRES: September 26, 2010
Bonded Thru Notary Public Underwriters

0914531\134185\1175823\5

JOINDER OF PROGRESS POINT

Progress Point joins in and executes this Declaration in order to acknowledge Progress Point's agreement as to the rights and obligations of the parties as set forth herein.

Signed, sealed and delivered in the Presence of the following witnesses:

Signature of Witness

Kathleen J. Weidner
Printed Name of Witness

Signature of Witness

Sara Jenkins
Printed Name of Witness

PROGRESS POINT, LLC, a Florida limited liability company

By: **DENNING INVESTMENTS, LLC**, a Florida limited liability company, Managing Member

By: **JDS HOLDINGS, LLC**, a Florida limited liability company, Manager

By:
Name: James M. Seneff, Jr.
Title: Chairman, CEO
Date: September 15, 2009

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31 day of August, 2009, by James M. Seneff, Jr., as Chairman, CEO **JDS Holdings, LLC**, a Florida limited liability company, as Manager of **Denning Investments, LLC**, a Florida limited liability company, which company is and executed on behalf of the Managing Member of **Progress Point, LLC**, a Florida limited liability company. He/~~She~~ is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

SALLIE WILLIS
Comm# DD0795009
Expires 6/22/2012
Florida Notary Assn., Inc

(Name typed, printed or stamped)
Notary Public, State of FL
Commission No.: DD0795009

0914531\134185\1175823\5

EXHIBIT "A"

DECLARANT PROPERTY

Lots A, 1, 2 and 4, being all of Block 101, of OVERSTREET TURPENTINE CO.'S REVISED DIVISION, according to the plat thereof, as recorded in Plat Book F, Page 73, Public Records of Orange County, Florida, Less road right of way for Orange Avenue (S. R. 426, a 70 foot right of way).

EXHIBIT "B"

PROGRESS PROPERTY

Parcel B
Lots 118 through 132, inclusive THE PALMETTO COMPANY'S ADDITION TO WINTER PARK, according to the map or plat thereof recorded in Plat Book "E", Page 14, of the Public Records of Orange County, Florida, LESS road right of way.

Parcel C
Lots 164 through 173, inclusive THE PALMETTO COMPANY'S ADDITION TO WINTER PARK, according to the map or plat thereof recorded in Plat Book "E", Page 14, of the Public Records of Orange County, Florida, LESS road right of way.

Parcel D
Lots 134, 135, 136, 137 and 138, THE PALMETTO COMPANY'S ADDITION TO WINTER PARK, according to the map or plat thereof recorded in Plat Book "E", Page 14, of the Public Records of Orange County, Florida, LESS road right of way.

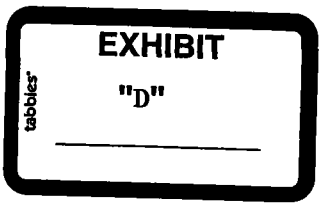
Parcel E
Lot 133, THE PALMETTO COMPANY'S ADDITION TO WINTER PARK, according to the plat thereof as recorded in Plat Book E, Page 14, Public Records of Orange County, Florida.

EXHIBIT "C"

GREEN SPACE

A PARCEL OF LAND BEING A PORTION OF LOTS 2 AND 4 OF OVERSTREET TURPENTINE CO.'S REVISED DIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK F, PAGE 73, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTH CORNER OF LOT 4 OF OVERSTREET TURPENTINE CO.'S REVISED DIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK F, PAGE 73, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE N00°20' 46" E, A DISTANCE OF 167.10 FEET; THENCE S89°39'14" E, A DISTANCE OF 130.35 FEET; THENCE S 38°18'10"W, A DISTANCE OF 211.93 FEET TO THE POINT OF BEGINNING.



September 15, 2009

American Momentum Bank
Attention: Rita J. Lowman
Executive Vice President
4830 West Kennedy Boulevard, Suite 200
Tampa, FL 33609

Re: Declaration of Easements and Restrictions dated as of September 15, 2009 executed by American Momentum Bank (the "Declarant") and benefiting Progress Point, LLC ("Progress Point") and certain property described therein owned by Progress Point (the "Progress Property")

The undersigned, being the party identified as Progress Point in the referenced Declaration of Easements and Restrictions (the "Declaration"), recognizes that a portion of the property described therein as "Green Space" (the "Affected Green Space Portion") also lies within the area described in Exhibit "B" of that certain Declaration of Restrictive Covenant executed by Progress Point, LLC and the Florida Department of Environmental Protection, dated July ___, 2009 and recorded on August 31, 2009 in Official Records Book 9926, Page 3627 of the Public Records of Orange County, Florida (the "DEP Restriction").

The DEP Restriction provides in Section 2.a. thereof, in part, that the property described on said Exhibit "B" thereto "shall be permanently covered and maintained with two (2) feet of clean and uncontaminated soil or a non-pervious surface material, such as asphalt or concrete ..." The Declaration provides in Section 4 thereof, in part, that "Declarant shall not erect any vertical improvements, parking areas or paved areas of any kind within any portion of the Green Space, without Progress Point's prior written consent ..."

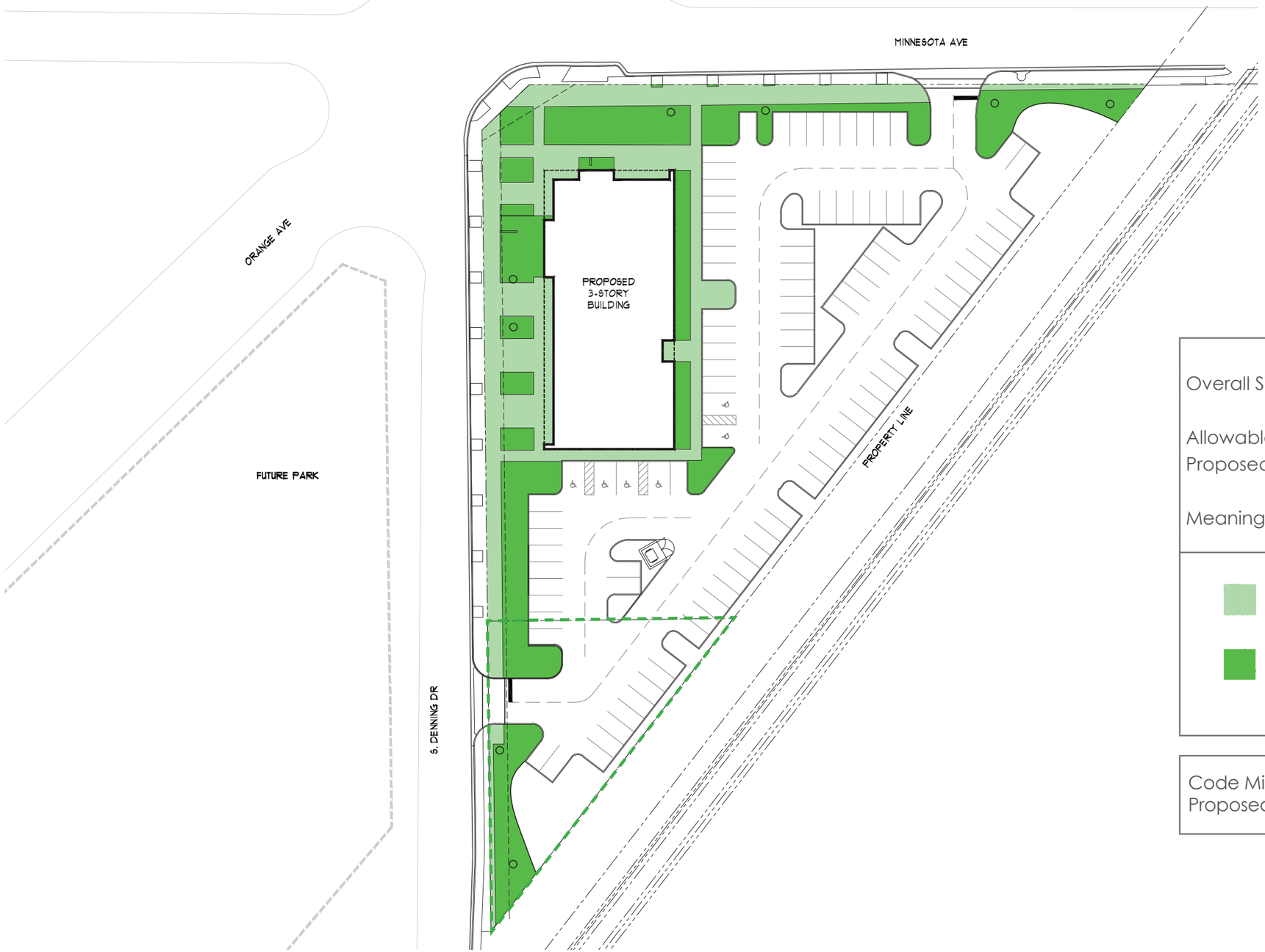
To the extent of any conflict between the DEP Restriction and the Declaration or the Landscape Plans (as defined in the Declaration) with respect to Declarant's maintenance and use of the Affected Green Space Portion, Progress Point hereby consents to Declarant's maintenance and use of the Affected Green Space Portion in accordance with the terms and conditions of the DEP Restriction. Any successor in interest to Declarant shall be entitled to rely on the foregoing consent of Progress Point.

PROGRESS POINT, LLC,
a Florida limited liability company

By: **DENNING INVESTMENTS, LLC,** a Florida limited liability company, as Managing Member

By: **JDS HOLDINGS, LLC,** a Florida limited liability company, as Manager

By: John D. Crumrine
Name: John D. Crumrine
Title: Executive Director

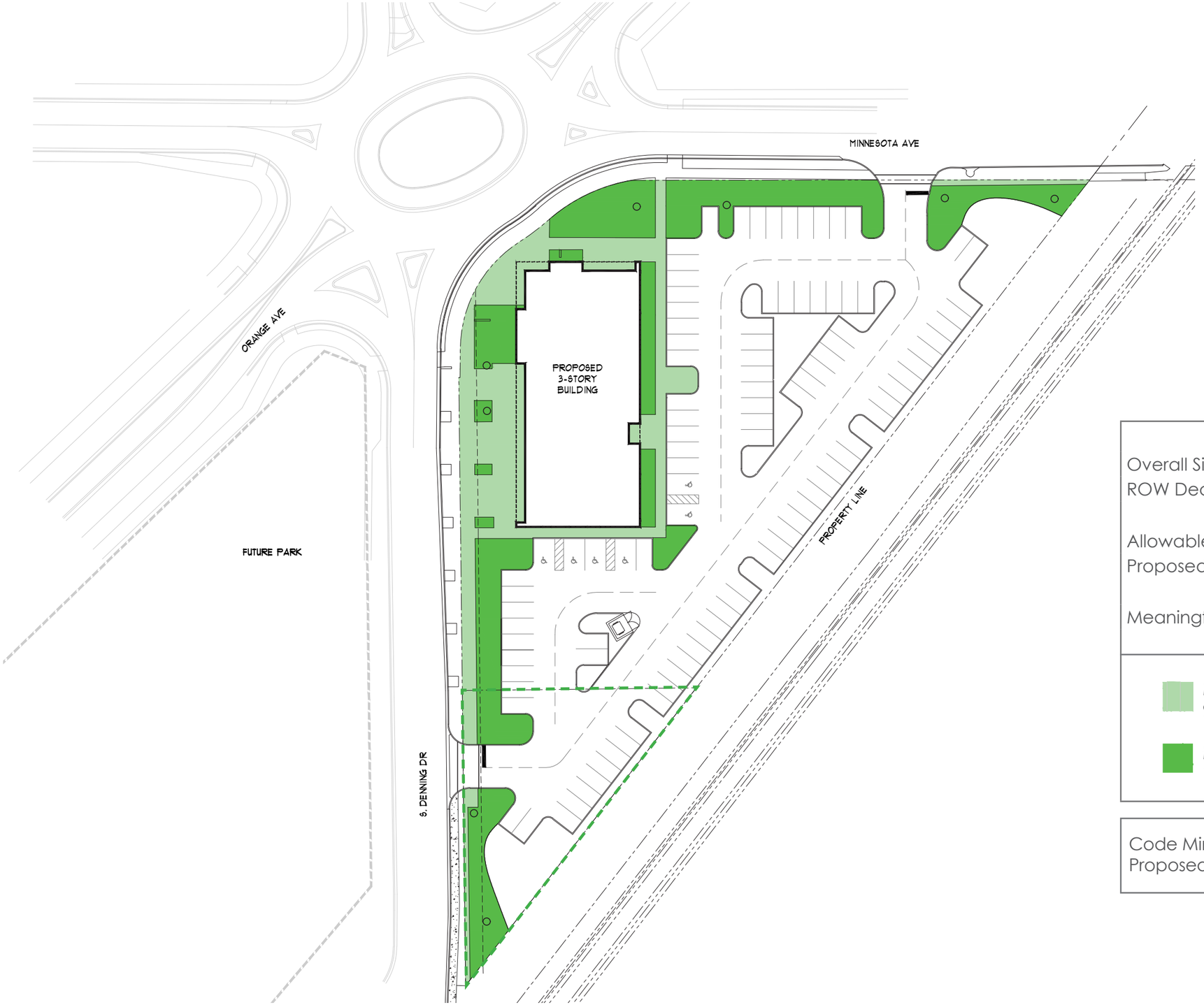


SITE DATA	
Overall Site Area	81,304 sf
Allowable Building Area	36,850 sf (45% Code FAR)
Proposed Building Area	29,500 sf (36% Actual FAR)
Meaningful Open Space	23,537 sf (28.9% of Overall Site)

Meaningful Open Space (Hardscape)
11,666 sf (49.6%)

Meaningful Open Space (Green Space)
11,871 sf (50.4%)

Code Minimum Parking	89 Cars (1 Car/333 sf)
Proposed Parking	100 Cars



SITE DATA	
Overall Site Area	78,813 sf
ROW Dedication	2,491 sf
Allowable Building Area	35,487 sf (45% Code FAR)
Proposed Building Area	29,500 sf (37% Actual FAR)
Meaningful Open Space	21,057 sf (26.7% of Overall Site)

Meaningful Open Space (Hardscape)
9,215 sf (43.8%)

Meaningful Open Space (Green Space)
11,842 sf (56.2%)

Code Minimum Parking	89 Cars (1 Car/333 sf)
Proposed Parking	100 Cars

MCCRANEY PROPERTY
WINTER PARK OFFICE BUILDING

CONCEPTUAL FUTURE SITE PLAN WITH ROUNDABOUT

0' 30' 60'

HUNTONBRADY ARCHITECTS
P-23186.00
02.06.2024

Hunton Brady
ARCHITECTS

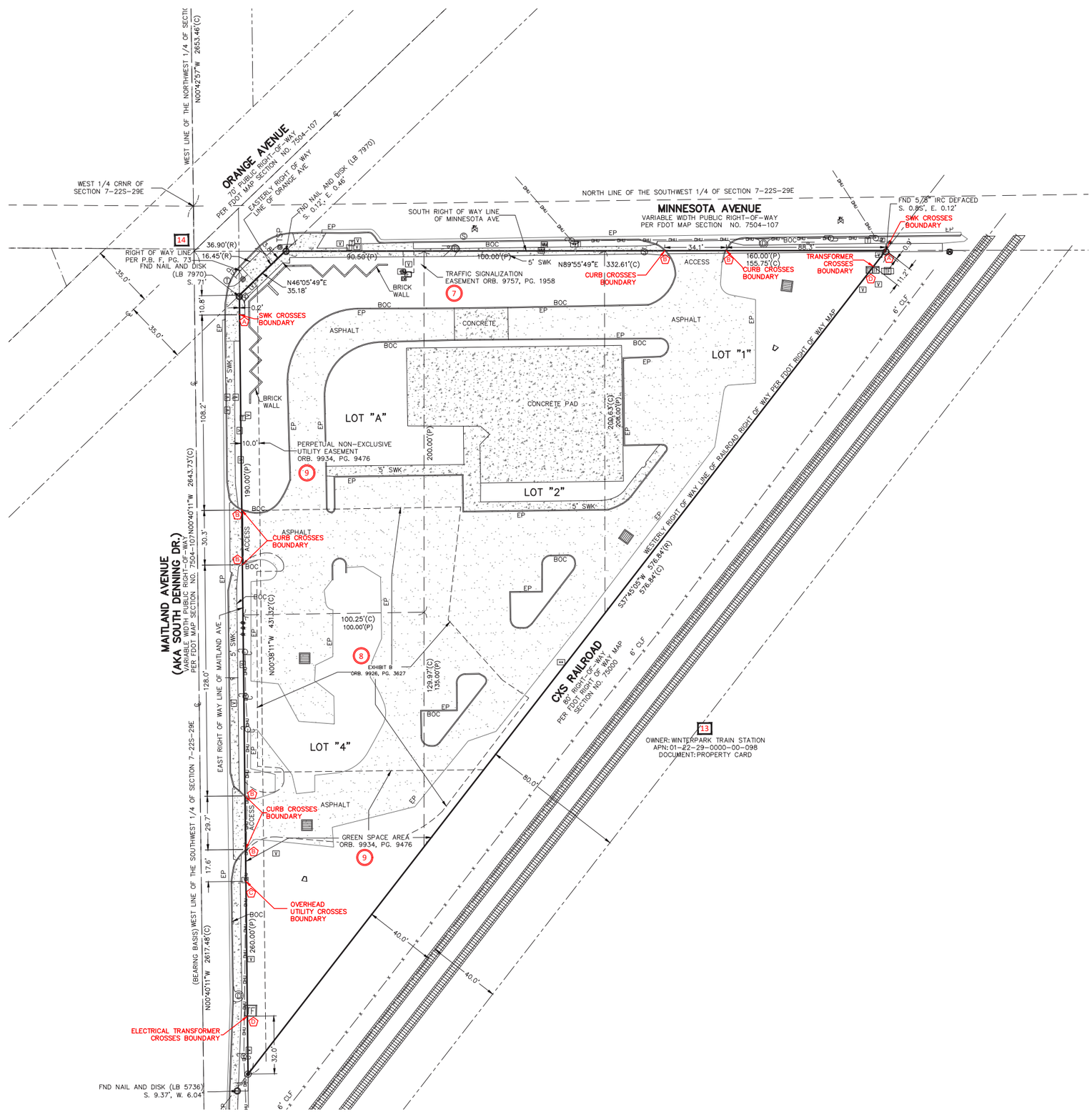
McCRANEY
PROPERTY COMPANY
AN ENVIRONMENT TO GROW

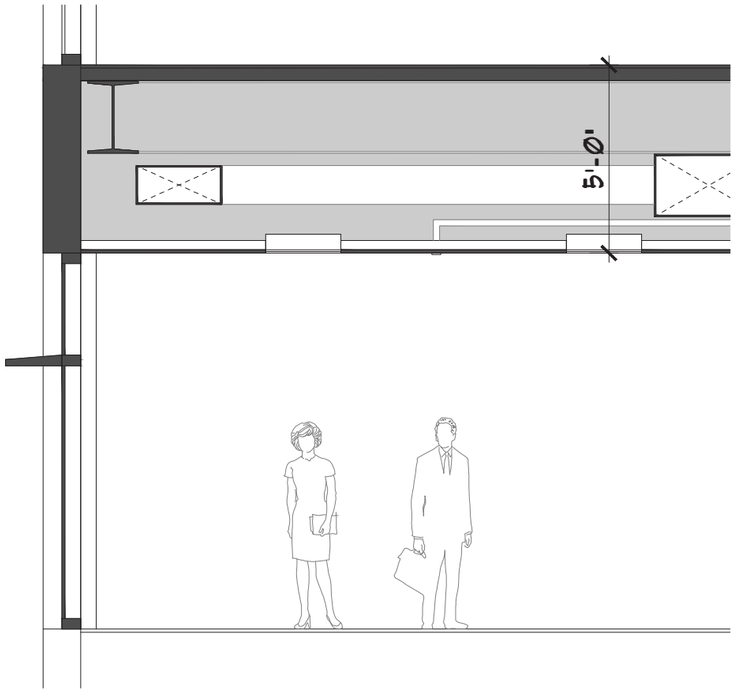
McCRANEY OFFICE BUILDING

winter park, fl

C-23186.00 12.20.2023

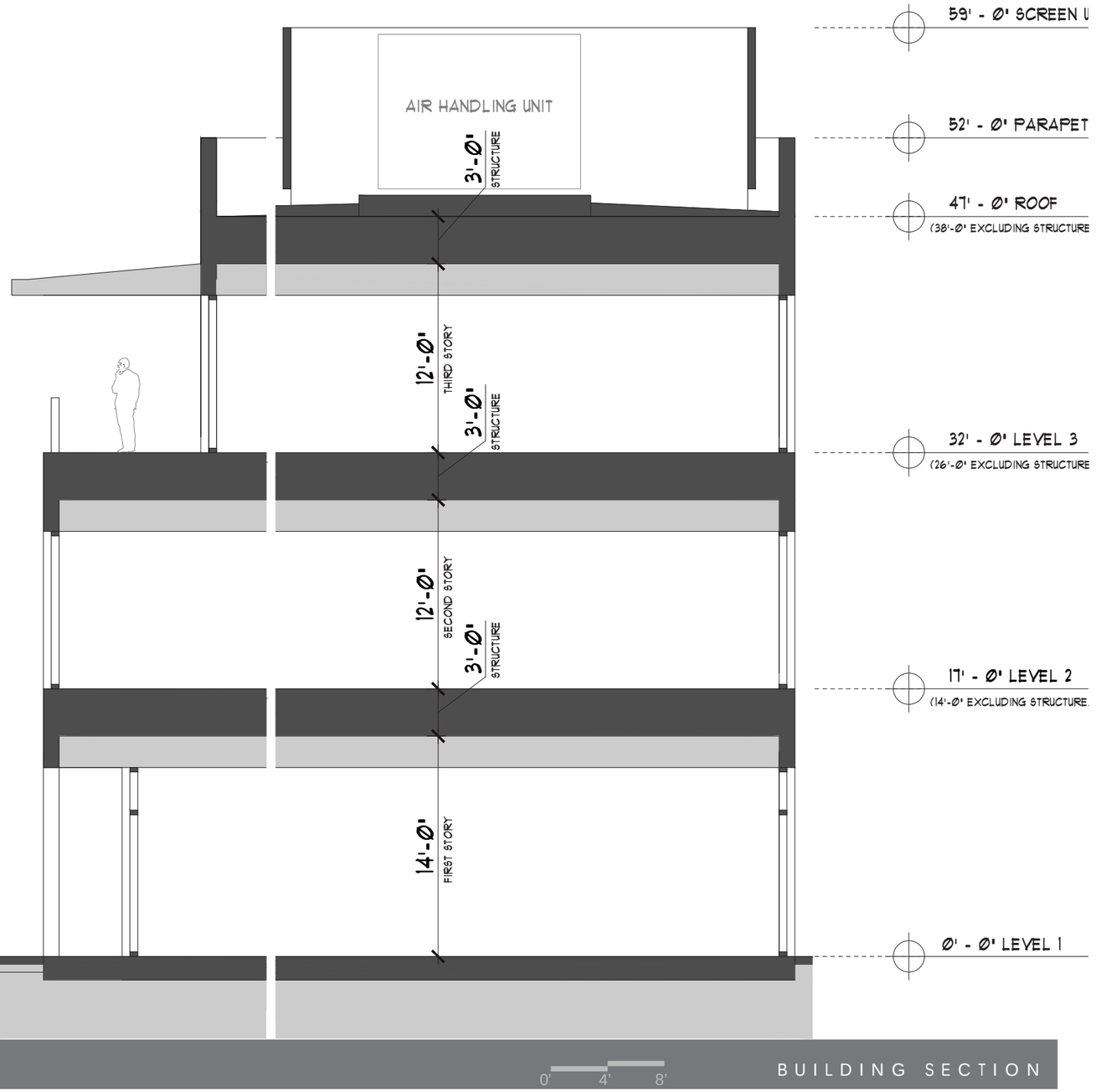
CONDITIONAL USE PERMIT SUBMITTAL


ORANGE AVENUE
70' PUBLIC RIGHT-OF-WAY
PER FDOT MAP SECTION NO. 7504-107
EXTERLY RIGHT OF WAY LINE OF ORANGE AVE
WEST LINE OF THE NORTHWEST 1/4 OF SECTION 7-22S-29E
N00°42'57"W 2653.46'(C)
WEST 1/4 CRNR OF SECTION 7-22S-29E
FND NAIL AND DISK (LB 7970)
S. 0.12', E. 0.46'
NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 7-22S-29E
SOUTH RIGHT OF WAY LINE OF MINNESOTA AVE
MINNESOTA AVENUE
VARIABLE WIDTH PUBLIC RIGHT-OF-WAY
PER FDOT MAP SECTION NO. 7504-107
FND 5/8" IRC DEFACED
S. 0.85', E. 0.12'
SWK CROSSES BOUNDARY
RIGHT OF WAY LINE PER P.B. F, PG. 73
FND NAIL AND DISK (LB 7970) S. 71'
36.90'(R)
16.45'(R)
90.56'(P)
100.00'(P)
5' SWK
N89°55'49"E
332.61'(C)
34.1'
ACCESS
160.00'(P)
155.75'(C)
CURB CROSSES BOUNDARY
TRANSFORMER CROSSES BOUNDARY
88.2'
0.9'
11.2'
6" CLF
N46°05'49"E
35.18'
BRICK WALL
TRAFFIC SIGNALIZATION EASEMENT ORB. 9757, PG. 1958
CURB CROSSES BOUNDARY
35.0'
10.8'
0.2'
SWK CROSSES BOUNDARY
ASPHALT
CONCRETE
LOT "1"
LOT "A"
CONCRETE PAD
LOT "2"
LOT "4"
108.2'
5' SWK
BRICK WALL
10.0'
PERPETUAL NON-EXCLUSIVE UTILITY EASEMENT ORB. 9934, PG. 9476
200.00'(P)
200.63'(C)
208.00'(P)
190.00'(P)
WESTERLY RIGHT OF WAY LINE OF RAILROAD RIGHT OF WAY PER FDOT RIGHT OF WAY MAP
S37°45'05"W 576.84'(R)
576.84'(C)
MAITLAND AVENUE
(AKA SOUTH DENNING DR.)
VARIABLE WIDTH PUBLIC RIGHT-OF-WAY
PER FDOT MAP SECTION NO. 7504-107
EAST RIGHT OF WAY LINE OF MAITLAND AVE
(BEARING BASIS) WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 7-22S-29E
N00°40'11"W 2617.48'(C)
N00°40'11"W 2643.73'(C)
30.3'
128.0'
29.7'
17.6'
ACCESS
CURB CROSSES BOUNDARY
ASPHALT
GREEN SPACE AREA ORB. 9934, PG. 9476
OVERHEAD UTILITY CROSSES BOUNDARY
260.00'(P)
ELECTRICAL TRANSFORMER CROSSES BOUNDARY
32.0'
FND NAIL AND DISK (LB 5736)
S. 9.37', W. 6.04'
N00°38'11"W 431.32'(C)
100.25'(C)
100.00'(P)
EXHIBIT B ORB. 9926, PG. 3627
129.97'(C)
135.00'(P)
CXS RAILROAD
80' RIGHT-OF-WAY
PER FDOT RIGHT-OF-WAY MAP
SECTION NO. 75000
80.0'
40.0'
OWNER: WINTER PARK TRAIN STATION
APN: 01-22-29-0000-00-098
DOCUMENT: PROPERTY CARD



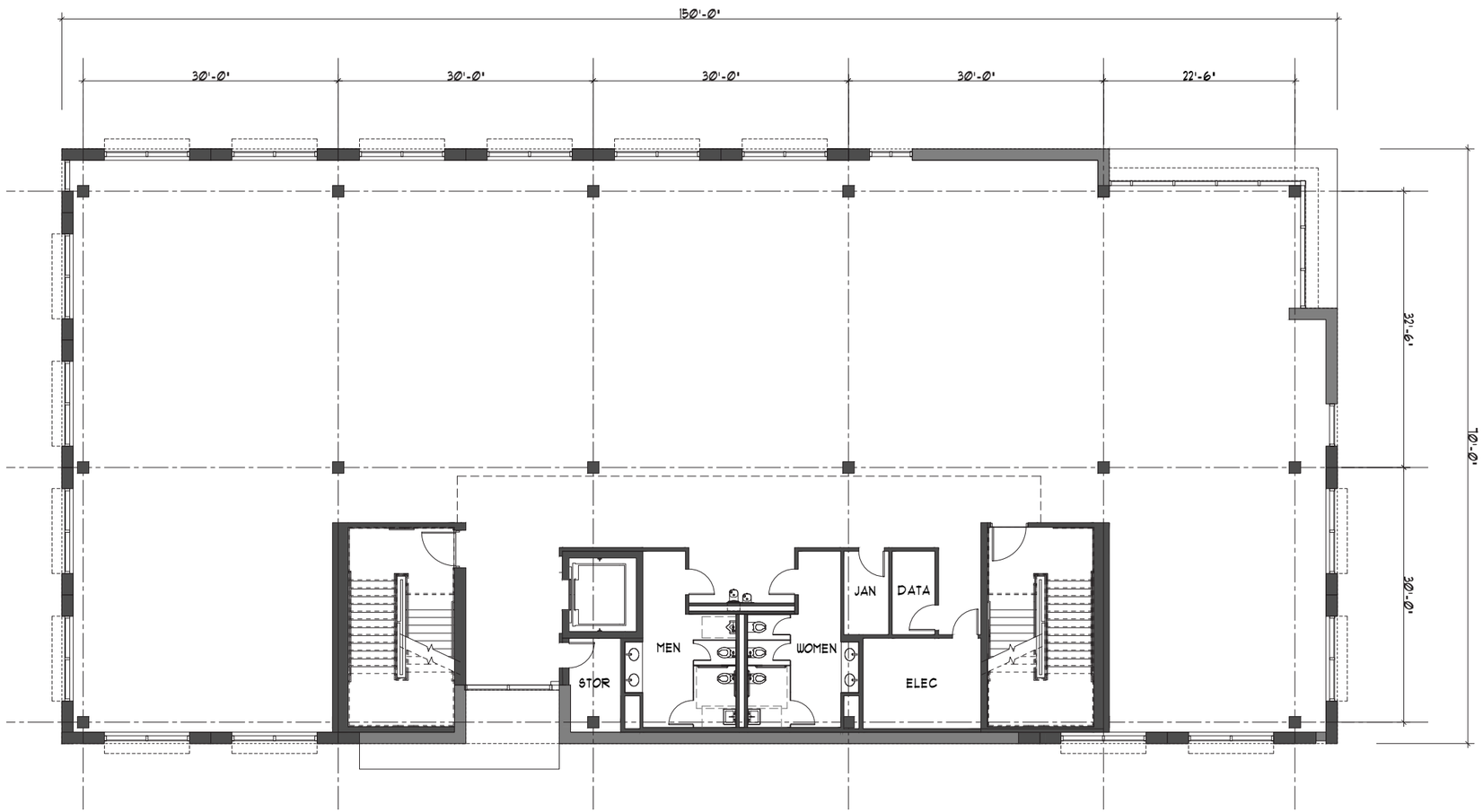
TYPICAL FLOOR SECTION

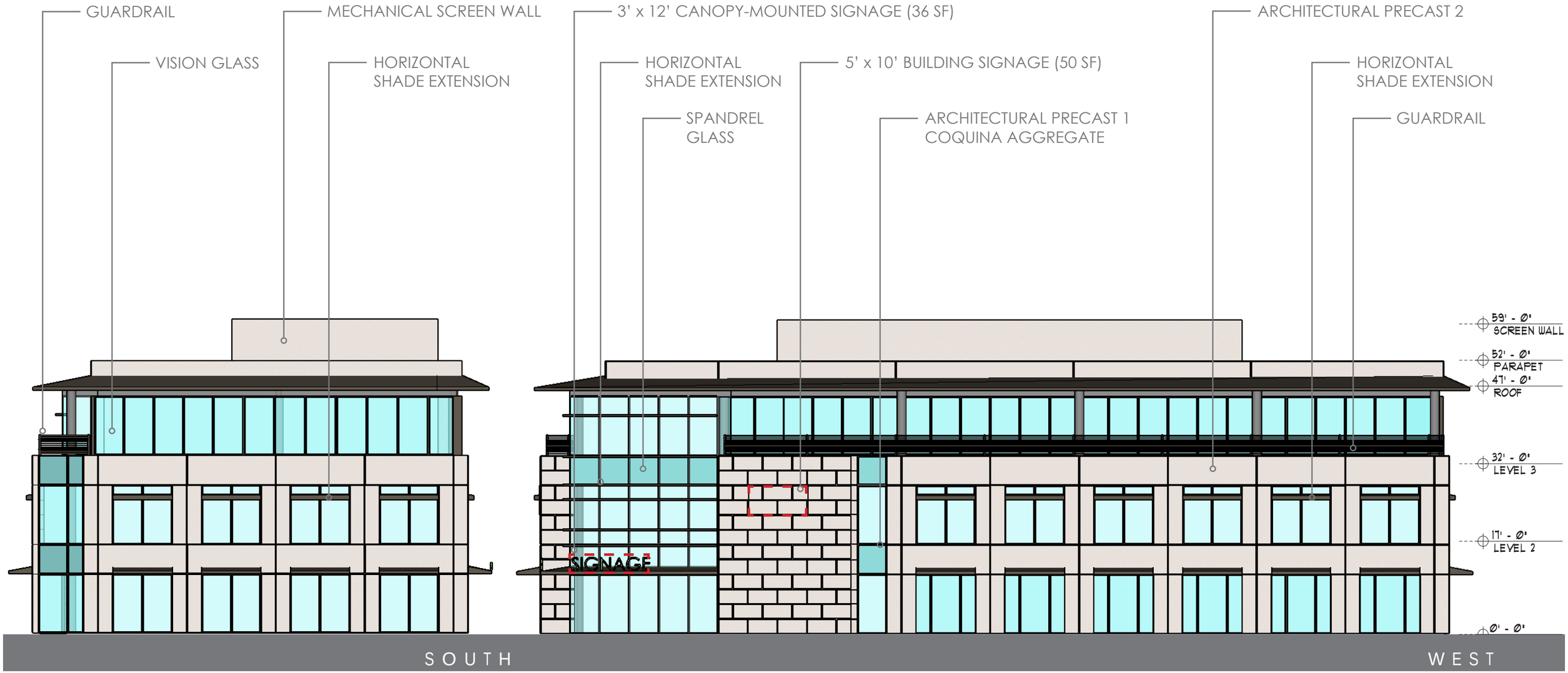
0' 2' 4'

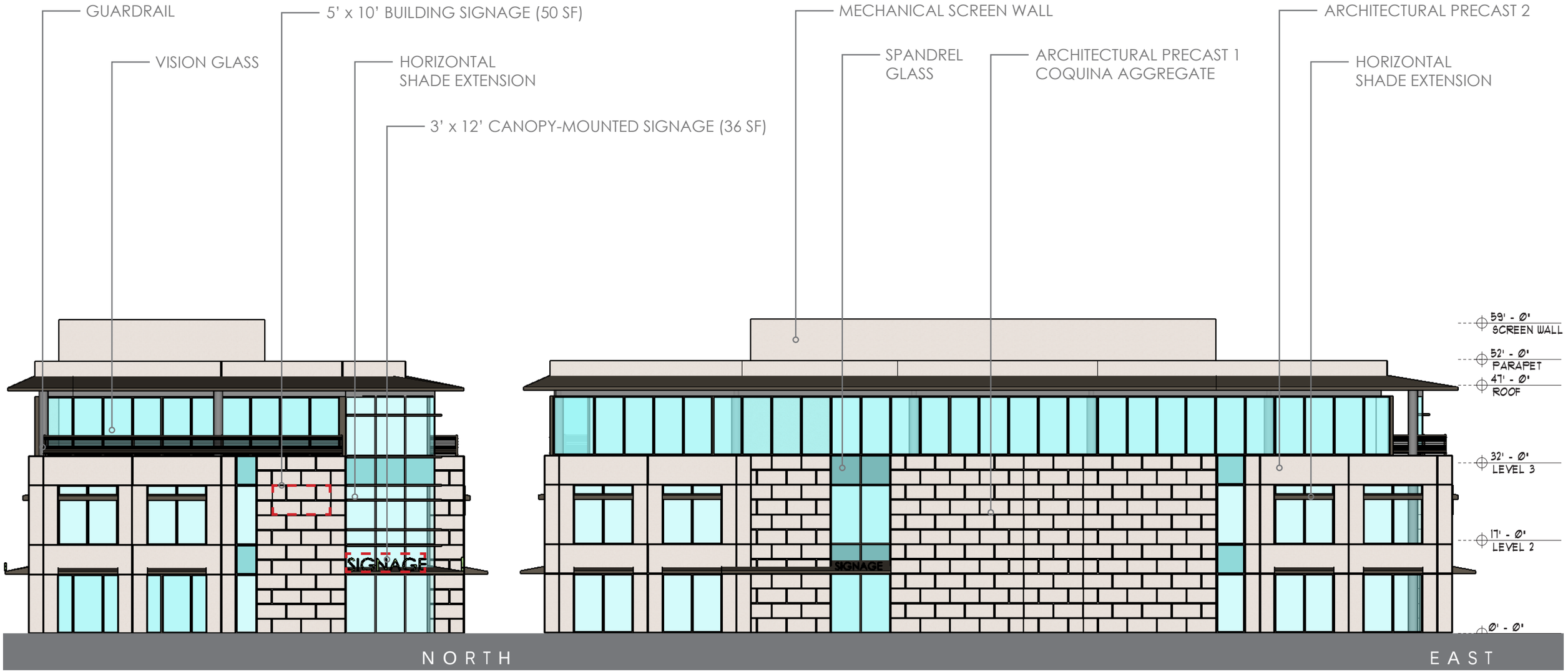


BUILDING SECTION

0' 4' 8'


150'-0"
30'-0"
30'-0"
30'-0"
30'-0"
22'-6"
32'-6"
30'-0"
10'-0"
STOR
MEN
WOMEN
JAN
DATA
ELEC


GUARDRAIL
VISION GLASS
MECHANICAL SCREEN WALL
HORIZONTAL SHADE EXTENSION
3' x 12' CANOPY-MOUNTED SIGNAGE (36 SF)
HORIZONTAL SHADE EXTENSION
SPANDREL GLASS
5' x 10' BUILDING SIGNAGE (50 SF)
ARCHITECTURAL PRECAST 1 COQUINA AGGREGATE
ARCHITECTURAL PRECAST 2
HORIZONTAL SHADE EXTENSION
GUARDRAIL
SIGNAGE
59' - Ø" SCREEN WALL
52' - Ø" PARAPET
47' - Ø" ROOF
32' - Ø" LEVEL 3
17' - Ø" LEVEL 2
Ø' - Ø"
SOUTH
WEST


GUARDRAIL
VISION GLASS
5' x 10' BUILDING SIGNAGE (50 SF)
HORIZONTAL SHADE EXTENSION
3' x 12' CANOPY-MOUNTED SIGNAGE (36 SF)
SIGNAGE
MECHANICAL SCREEN WALL
SPANDREL GLASS
ARCHITECTURAL PRECAST 1 COQUINA AGGREGATE
ARCHITECTURAL PRECAST 2
HORIZONTAL SHADE EXTENSION
SIGNAGE
59' - 0" SCREEN WALL
52' - 0" PARAPET
47' - 0" ROOF
32' - 0" LEVEL 3
17' - 0" LEVEL 2
0' - 0"

NORTH

EAST

SIGNAGE
SIGNAGE
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SIGNAGE

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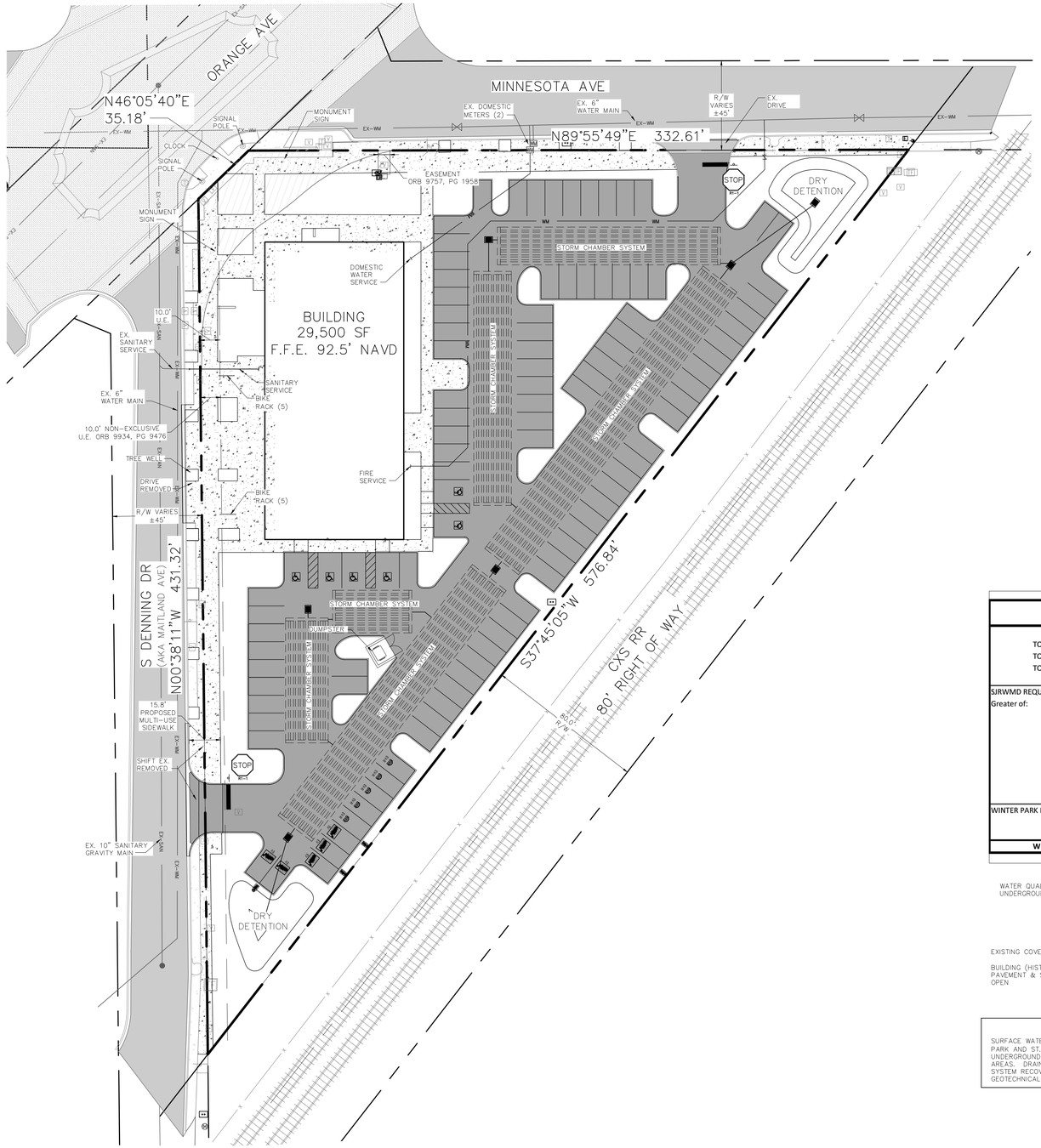

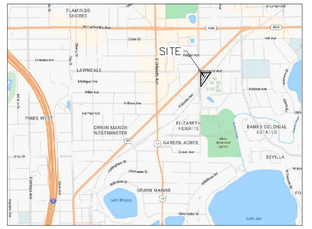

LOCATION MAP

DRY RETENTION WATER QUALITY CALCULATIONS PROPOSED SITE			
	SF	AC	%
TOTAL IMPERVIOUS AREA	60,763	1.395	74.7%
TOTAL PERVIOUS AREA	20,541	0.472	25.3%
TOTAL TREATMENT AREA	81,304	1.866	100.0%
SJRWMD REQUIREMENTS			
Greater of:			
0.5 IN. OVER SITE	3,388 CF		0.078 AF
0.5 IN. OVER SITE*	3,388 CF		0.078 AF
			0.156
1.25 IN OVER IMPERVIOUS	6,264 CF		0.144 AF
0.5 IN OVER SITE	3,388 CF		0.078 AF
			0.222
WINTER PARK REQUIREMENTS			
2 IN OVER IMPERVIOUS	10,022 CF		**0.230** AF
WP GOVERNS			**0.23 AF**

WATER QUALITY AND QUANTITY TO BE RETAINED IN DRY RETENTION AREAS AND UNDERGROUND CHAMBER SYSTEM. SIZES TO BE COMPUTED DURING PERMIT PHASE.

LAND USE TABLE
SITE 81,304 SF

EXISTING COVERAGE			PROPOSED COVERAGE		
BUILDING (HIST)	8,276 SF	10.18%	BUILDING	10,500 SF	12.91%
PAVEMENT & SW	40,946 SF	50.36%	PAVT & SW	50,263 SF	61.83%
OPEN	32,234 SF	39.66%	OPEN	20,541 SF	25.26%

SURFACE WATER MANAGEMENT SYSTEM NARRATIVE

SURFACE WATER MANAGEMENT SHALL BE SIZED TO MEET BOTH THE CITY OF WINTER PARK AND ST. JOHN'S WATER MANAGEMENT DISTRICT REQUIREMENTS. APPROVED UNDERGROUND CHAMBER SYSTEM SHALL BE UTILIZED ALONG WITH DRY RETENTION AREAS. DRAINAGE ROUTINGS SHALL BE PROVIDED AT TIME OF PERMIT TO VERIFY SYSTEM RECOVERY UTILIZING HYDRAULIC CONDUCTIVITY RATES FROM THE GEOTECHNICAL REPORT.

SMILEY & ASSOCIATES, INC.
624 KINGFISH ROAD, NORTH PALM BEACH, FLORIDA 33408
561-596-0562 • msmiley@smiley-associates.com
www.smiley-associates.com
EB # 8613

DRT	DRT
DSG	MS
CHK	MS
CADDWG	CAD

REV.	DESCRIPTION	APRV.	DATE

REVISION NOTES

McCRANEY WINTER PARK OFFICE BUILDING

FOR
MPC
WINTER PARK, FLORIDA

PRELIMINARY ENGINEERING PLAN

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MARK C. SMILEY ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

DIGITAL SEAL | DATE 2/7/24

PE
SHEET TYPE

SHEET 1 OF 1

JOB # 23-007

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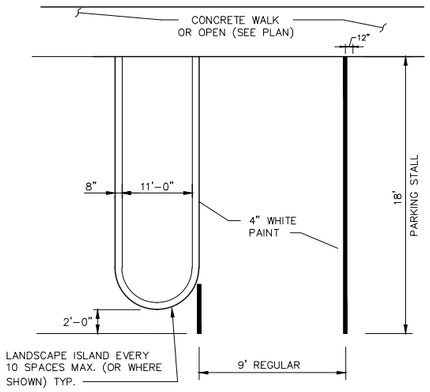
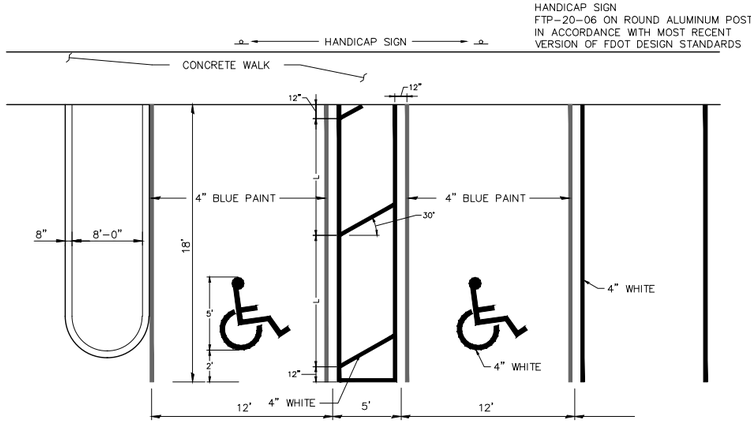
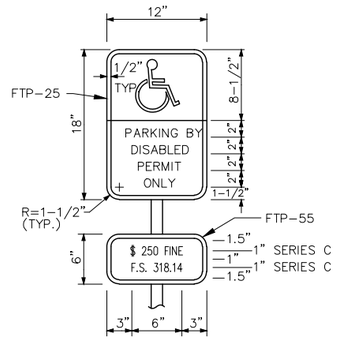


TYPICAL PARKING STALL WITH SIDEWALK OR LANDSCAPE
SCALE: NTS

NOTE:
HANDICAP SIGN
FTP-20-06 ON ROUND ALUMINUM POST
IN ACCORDANCE WITH MOST RECENT
VERSION OF FDOT DESIGN STANDARDS



HANDICAP PARKING STALL
SCALE: NTS



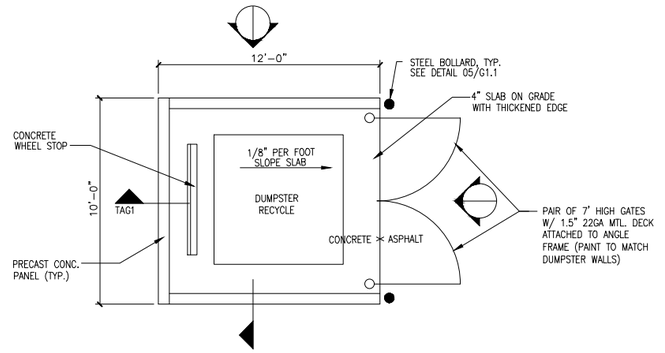
Notes: Sign FTP-20-04

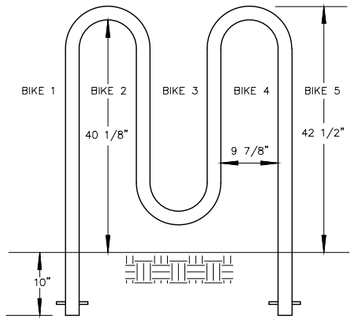
1. All letters are 1" Series "C".
2. Top portion of sign shall have a reflectorized blue background with white reflectorized legend & border.
3. Bottom portion of sign shall have a reflectorized white background with black opaque legend & border.

Notes: Sign FTP-22-04

1. All letters are 1" Series "C".
2. Background white, legend and border black.

HANDICAP SIGN
SCALE: NONE





SECTION

BICYCLE PARKING RACK
SCALE: NONE

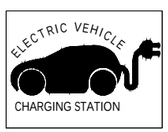
BICYCLE PARKING RACK SPECIFICATIONS:

RACK SHALL BE A MINIMUM OF 42" HIGH TO PROVIDE PROPER CLEARANCE FOR PARKED BICYCLES. GALVANIZED VERSION: RACK SHALL BE CONSTRUCTED OF ASTM A53 2" SCHEDULE 40 STEEL PIPE (2-3/8" O.D. X .154 WALL).

THE PARKING RACK SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION. RACK SHALL BE HAND FILED TO REMOVE GALVANIZING FLASH.

EV-R

EV-READY PARKING SPACE
PROVIDE CONDUIT TO PARKING
SPACES FOR FUTURE EV
PARKING DEMAND

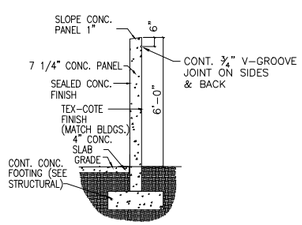


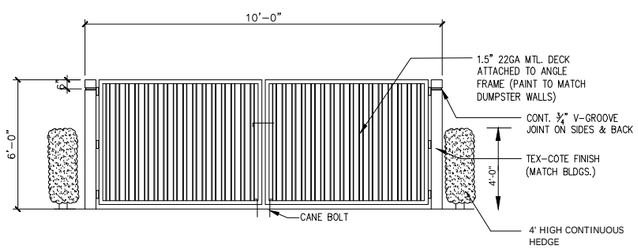
EV

EV PARKING SPACE
SPACE EQUIPPED WITH
CHARGING STATION

EV CHARGING STATION

EV DESIGNATIONS
SCALE: NTS





DUMPSTER DETAILS
N.T.S.

SMILEY & ASSOCIATES, INC.
624 KINGFISH ROAD, NORTH PALM BEACH, FLORIDA 33408
561-596-0562 • mamiley@smiley-associates.com
www.smiley-associates.com
EB # 8613

DRT	DRT
DSG	MS
CHK	MS
CADDWG	CAD

REV.	DESCRIPTION	APRV	DATE

REVISION NOTES

McCRANEY WINTER PARK OFFICE BUILDING
FOR
MPC
WINTER PARK, FLORIDA

REGULATING PLAN

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DIGITAL SEAL | DATE 2/7/24

RP
SHEET TYPE
SHEET 1 OF 1
JOB # 23-007

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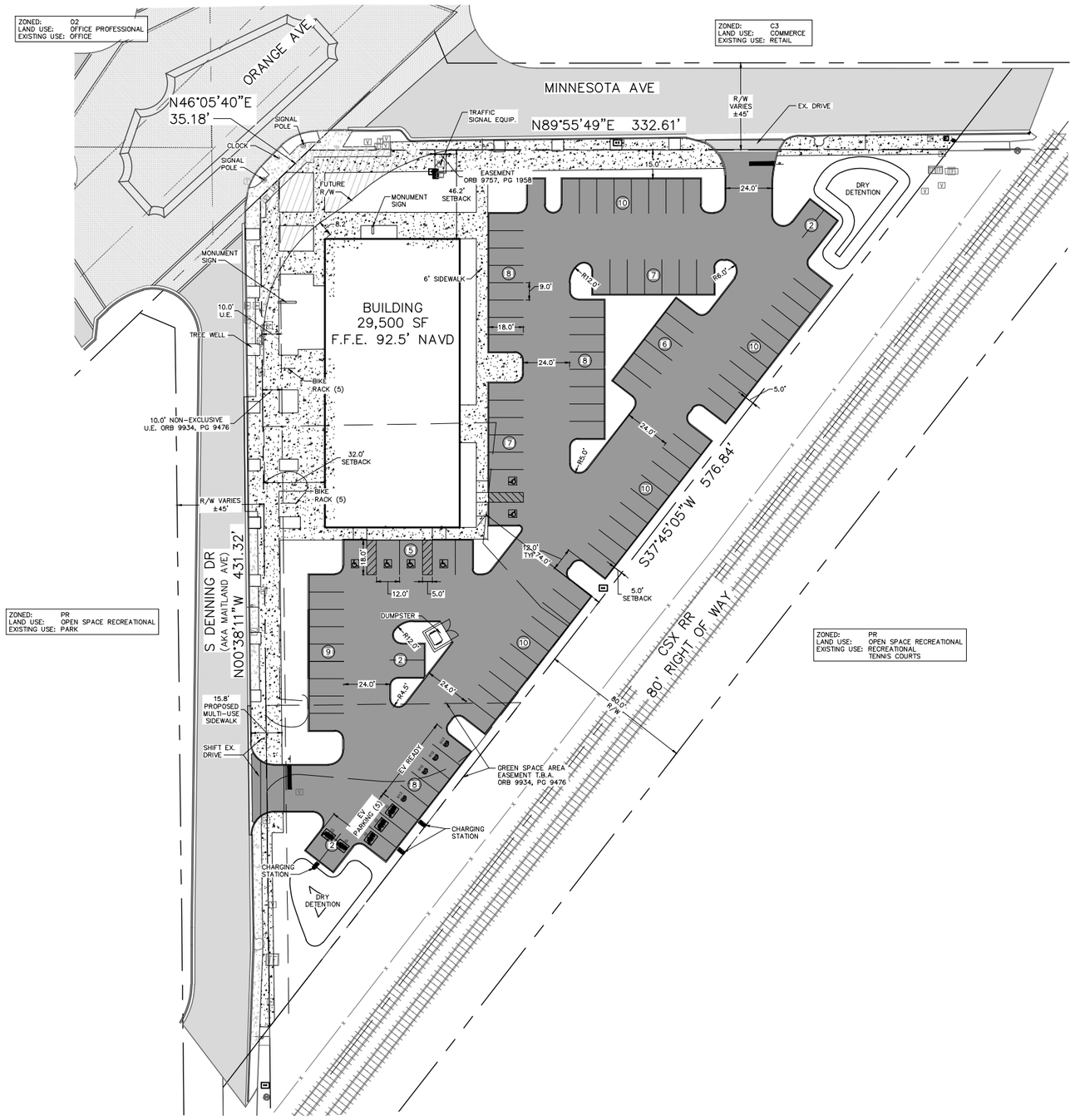
OWNER
McCRANEY PROPERTY COMPANY
189 S. ORANGE AVE, SUITE 1170
ORLANDO, FL 32801
407-852-0701
PHAGGARD@MCCRANEYPROPERTY.COM

ARCHITECT
HUNTON BRADY ARCHITECTS
333 S. GARLAND AVE., SUITE 1100
ORLANDO, FL 32801
407-839-0886
TBOYLE@HUNTONBRADY.COM

LANDSCAPE ARCHITECT
LAND DESIGN
100 S. ORANGE AVE., SUITE 200
ORLANDO, FL 32801
407-270-7800
WWW.LANDDESIGN.COM

SURVEYOR
AMERICAN SURVEYING & MAPPING, INC.
221 CIRCLE DRIVE
MAITLAND, FL 32751
407-426-7979
INFO@ASMCORPORATE.COM

ENGINEER
SMILEY & ASSOCIATES, INC.
624 KINGFISH ROAD
NORTH PALM BEACH, FL 33408
561-596-0562
MSMILEY@SMILEY-ASSOCIATES.COM



SCALE: 1"=30'

0 6 15 30 60 90

LOCATION MAP

TABULAR DATA

NAME OF APPLICATION:	McCRANEY WINTER PARK OFFICE BUILDING	
OWNER:	McCRANEY PROPERTY COMPANY	
EXISTING USE:	BANK SITE	
PROPOSED USE:	OFFICE	
FUTURE USE:	OFFICE PROFESSIONAL	
ZONING:	O1	
OVERLAY DISTRICT:	OAO	
SECTION/TOWNSHIP/RANGE:	57/T22S/R30E	
PARCEL ID:	07 22 30 6512 99 010	
GROSS SITE AREA:	81,304 SF	1.866 AC.
GROSS FLOOR AREA:	29,500 SF	0.677 AC.
OPEN SPACE AREA:	23,537 SF	28.9% OF OVERALL AREA
MEANINGFUL OPEN SPACE AREA:	11,666 SF	49.6% OF OVERALL AREA
MEANINGFUL GREEN SPACE	11,871 SF	50.4% OF M.O.S.
RIGHT OF WAY DEDICATION AREA:	2,491 SF	0.057 AC.
IMPERVIOUS SURFACE AREA:	60,763 SF	74.74%
PERVIOUS SURFACE AREA:	20,541 SF	25.26%
STORIES:	3	
BUILDING FOOTPRINT:	10,500 SF	
FAR	45% MAX.	36.3% PROP.

PARKING CALCULATION:

BUILDING SF (29,500 SF)
OFFICE: 1 SPACE PER 333 SF:
29,500 SF / 333 = 89

TOTAL REQUIRED = 89
TOTAL PROVIDED = 100
HANDICAP (12'X18') 6 (5 REQ.)

EV PARKING 1/20 REQ. = 5
EV EQUIPPED SPACES 10% REQ. = 10

BIKE PARKING REQ. 10 PROP. 10

LEGAL DESCRIPTION:
LOTS A, 1, 2 AND 4, BEING ALL OF BLOCK 101 OF OVERSTREETS TURPENTINE CO'S REVISED DIVISION, ACCORDING TO THE PLAT THEREOF AS RCORDED IN PLAT BOOK F, PAGE 73 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY FOR ORANGE AVENUE (S.R. 426, A 70' RIGHT OF WAY)

SMILEY & ASSOCIATES, INC.
624 KINGFISH ROAD, NORTH PALM BEACH, FLORIDA 33408
561-596-0562 • msmiley@smiley-associates.com
www.smiley-associates.com
EB # 8613

DRT	DRT
DSG	MS
CHK	MS
CADDWG	CAD

REV.	DESCRIPTION	APRV	DATE
	REVISION NOTES		

McCRANEY WINTER PARK OFFICE BUILDING
FOR
MPC
WINTER PARK, FLORIDA

SITE PLAN

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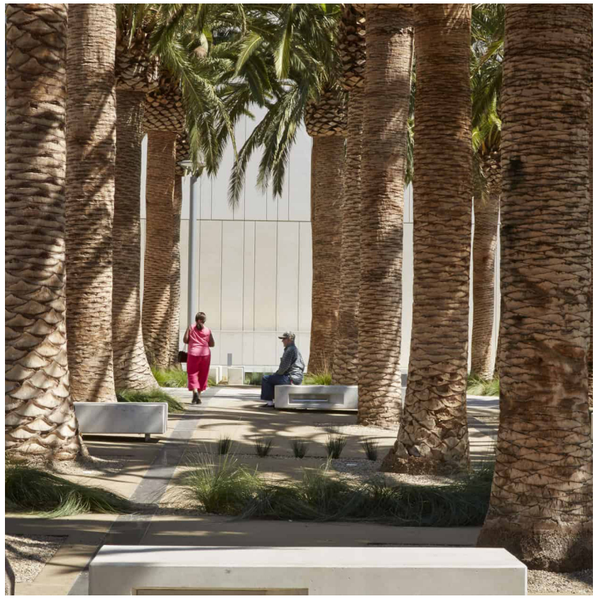
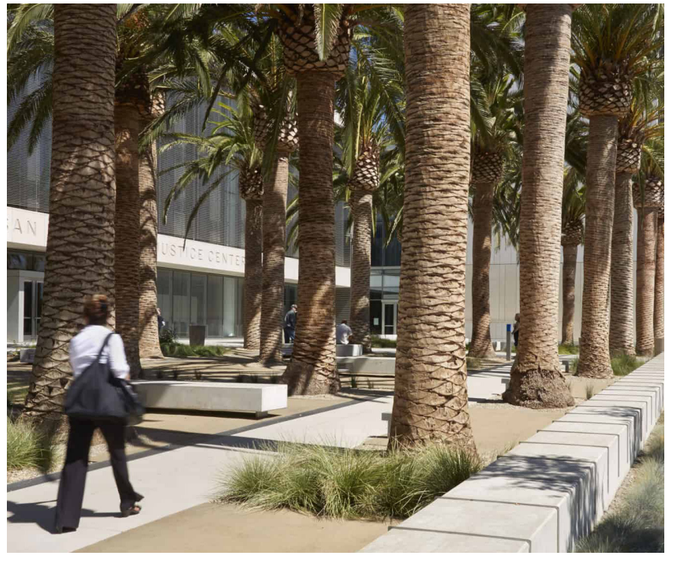
DIGITAL SEAL | DATE 2/7/24

SP
SHEET TYPE
SHEET 1 OF 1
JOB # 23-007

MINNESOTA AVENUE
ENTRY
PROPOSED 3 STORY BUILDING
S. DENNING AVENUE
EXISTING RAIL LINE
ENTRY





LandDesign

TREE PLANTING SCHEDULE - DAY 1

KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE / ROOT BALL / CONTAINER	CALIPER	COMMENTS
CANOPY TREES						
EXISTING TREE	5					EXISTING TREE
QUE VIR-1	18	QUERCUS VIRGINIANA 'CATHEDRAL'	CATHEDRAL LIVE OAK	12' HGT. MIN. X 6' SPD. MIN. / 65 GAL. CONT. MIN.	3" CAL. MIN.	FULL PLANT / SEE DETAILS
EVERGREEN TREES						
TAX DIS-1	17	TAXODIUM DISTICHUM	BALD CYPRESS	16' HGT. MIN. X 8' SPD. MIN. / 45 GAL. CONT. MIN.	3" CAL. MIN.	FULL TO GROUND / SEE DETAILS
ACCENT TREES						
ELA DEC	15	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY	10' HGT. MIN. X 5' SPD. MIN. / 65 GAL. CONT. MIN.	3" CAL. MIN.	FULL TO GROUND / SEE DETAILS
LIV CHI	12	LIVISTONA CHINENSIS	FRINGE TREE	12' HGT. MIN. X 6' SPD. MIN. / 6' C.T. MIN. / 65 GAL. CONT. MIN.	3" CAL. MIN.	FULL PLANT / SINGLE STRAIGHT TRUNK / SEE DETAILS
PALM TREES						
PHO SYL	2	PHOENIX SYLVESTRIS	WILD DATE PALM	20' O.A. MIN. / SEE PLANS FOR C.T. HGT. / FIELD GROWN	SINGLE TRUNK	FULL PLANT / SINGLE TRUNK / SEE DETAILS

CANOPY TREES

QUE VIR -1
LIVE OAK
QUERCUS VIRGINIANA
"CATHEDRAL"

EVERGREEN TREE

TAX DIS-1
BALD CYPRESS
TAXODIUM DISTICHUM

ACCENT TREES

CAS FIS
CASSIA TREE
CASSIA FISTULA

ELA DEC
JAPANESE BLUEBERRY
ELAEOCARPUS DECIPIENS

LIV CHI
FRINGE TREE
LIVISTONA CHINENSIS

TAB CHR
GOLDEN TRUMPET TREE
TABEBUIA CHRYSOTRICHA

PALMS

PHO SYL
WILD DATE PALM
PHOENIX SYLVESTRIS

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ORLANDO, FL 32801
407.270.7800
WWW.LANDDESIGN.COM

SEAL

GENERAL LEGEND

LIMIT OF WORK

MATCHLINE

TREE LEGEND

SOD & MULCH LINE

EXISTING TREE

CANOPY TREES

QUE VIR-1
QUERCUS VIRGINIANA
LIVE OAK

EVERGREEN TREES

TAX DIS
TAXODIUM DISTICHUM
BALD CYPRESS

ACCENT TREES

CAS FIS
CASSIA FISTULA
CASSIA TREE

CHI VIR
CHIONANTHUS VIRGINICUS
FRINGE TREE

LIV PAL
JAPANESE JAPANICUM
JAPANESE PRIVET

ELA DEC
ELAEOCARPUS DECIPIENS
JAPANESE BLUEBERRY

TAB CHR
TABEBUIA CHRYSOTRICHA
GOLDEN TRUMPET

CAL CIT
CALLISTEMON CITRINUS
BOTTLEBRUSH

PALM TREES

PHO SYL
PHOENIX SYLVESTRIS
WILD DATE PALM

SHRUB & GROUNDCOVER LEGEND

GROUNDCOVER

CONCEPT LOW SHRUBS

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SEAL

TREE PLANTING SCHEDULE - FUTURE

KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE / ROOT BALL / CONTAINER	CALIPER	COMMENTS
CANOPY TREES						
EXISTING TREE	5					EXISTING TREE
QUE VIR-1	17	QUERCUS VIRGINIANA 'CATHEDRAL'	CATHEDRAL LIVE OAK	12' HGT. MIN. X 6' SPD. MIN. / 65 GAL. CONT. MIN.	3" CAL. MIN.	FULL PLANT / SEE DETAILS
EVERGREEN TREES						
TAX DIS-1	17	TAXODIUM DISTICHUM	BALD CYPRESS	16' HGT. MIN. X 8' SPD. MIN. / 45 GAL. CONT. MIN.	3" CAL. MIN.	FULL TO GROUND / SEE DETAILS
ACCENT TREES						
ELA DEC	15	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY	10' HGT. MIN. X 5' SPD. MIN. / 65 GAL. CONT. MIN.	3" CAL. MIN.	FULL TO GROUND / SEE DETAILS
LIV CHI	12	LIVISTONA CHINENSIS	FRINGE TREE	12' HGT. MIN. X 6' SPD. MIN. / 6' C.T. MIN. / 65 GAL. CONT. MIN.	3" CAL. MIN.	FULL PLANT / SINGLE STRAIGHT TRUNK / SEE DETAILS
PALM TREES						
PHO SYL	2	PHOENIX SYLVESTRIS	WILD DATE PALM	20' O.A. MIN. / SEE PLANS FOR C.T. HGT. / FIELD GROWN	SINGLE TRUNK	FULL PLANT / SINGLE TRUNK / SEE DETAILS

CANOPY TREES

QUE VIR -1
LIVE OAK
QUERCUS VIRGINIANA
"CATHEDRAL"

EVERGREEN TREE

TAX DIS-1
BALD CYPRESS
TAXODIUM DISTICHUM

ACCENT TREES

CAS FIS
CASSIA TREE
CASSIA FISTULA

ELA DEC
JAPANESE BLUEBERRY
ELAEOCARPUS DECIPIENS

LIV CHI
FRINGE TREE
LIVISTONA CHINENSIS

TAB CHR
GOLDEN TRUMPET TREE
TABEBUIA CHRYSOTRICHA

PALMS

PHO SYL
WILD DATE PALM
PHOENIX SYLVESTRIS

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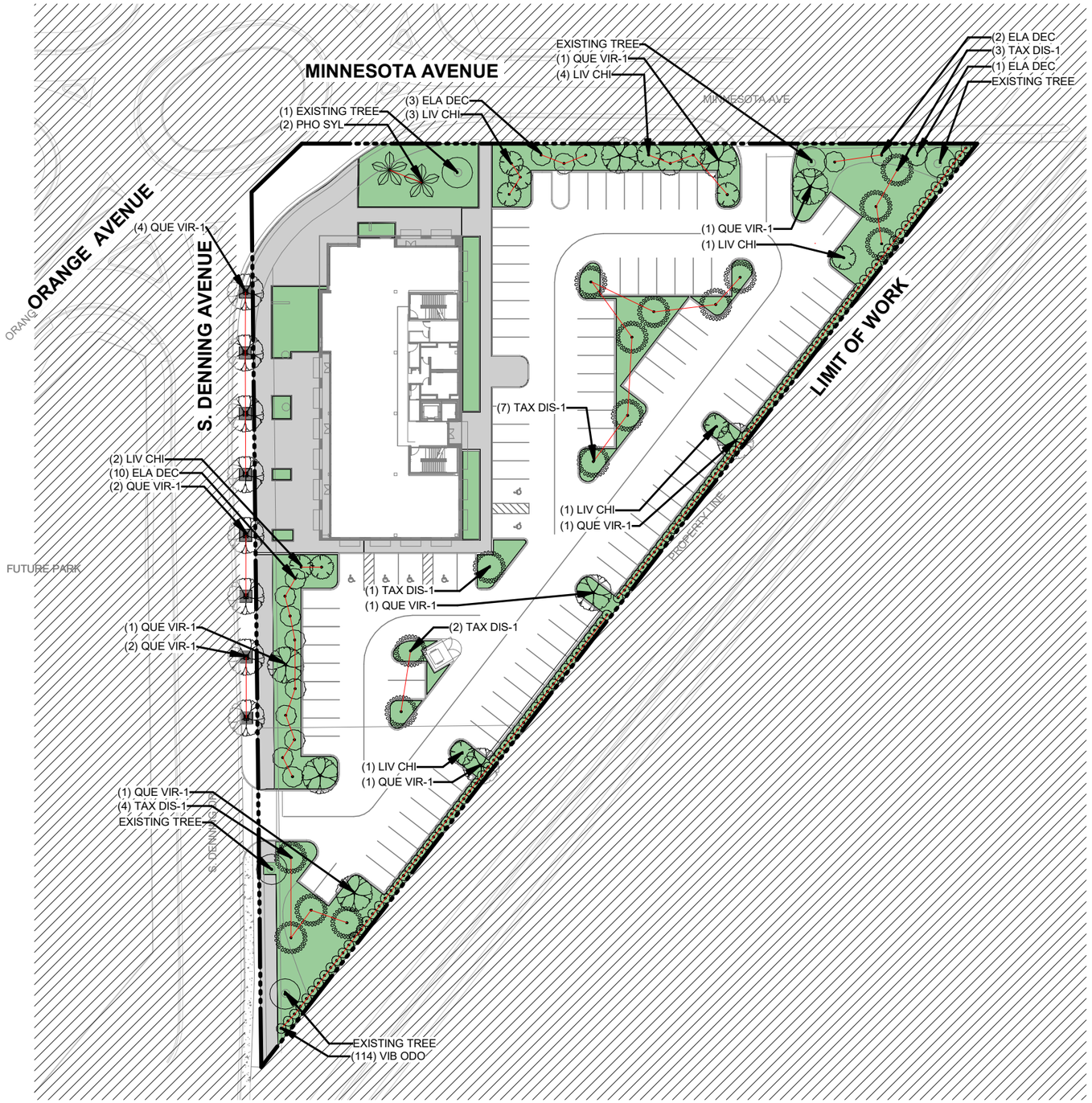
SEAL



GENERAL LEGEND

LIMIT OF WORK

MATCHLINE

TREE LEGEND

SOD & MULCH LINE

EXISTING TREE

CANOPY TREES

QUE VIR-1
QUERCUS VIRGINIANA
LIVE OAK

EVERGREEN TREES

TAX DIS
TAXODIUM DISTICHUM
BALD CYPRESS

ACCENT TREES

CAS FIS
CASSIA FISTULA
CASSIA TREE

CHI VIR
CHIONANTHUS VIRGINICUS
FRINGE TREE

LIV PAL
JAPANESE JAPANICUM
JAPANESE PRIVET

ELA DEC
ELAEOCARPUS DECIPIENS
JAPANESE BLUEBERRY

TAB CHR
TABEBUIA CHRYSOTRICHA
GOLDEN TRUMPET

CAL CIT
CALLISTEMON CITRINUS
BOTTLEBRUSH

PALM TREES

PHO SYL
PHOENIX SYLVESTRIS
WILD DATE PALM

SHRUB & GROUNDCOVER LEGEND

GROUNDCOVER

CONCEPT LOW SHRUBS

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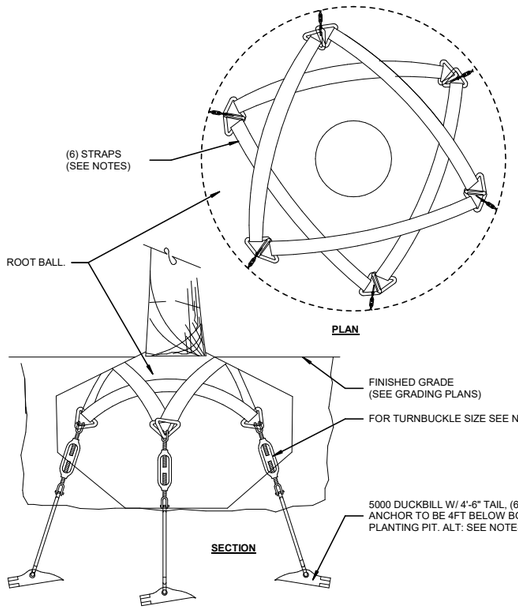
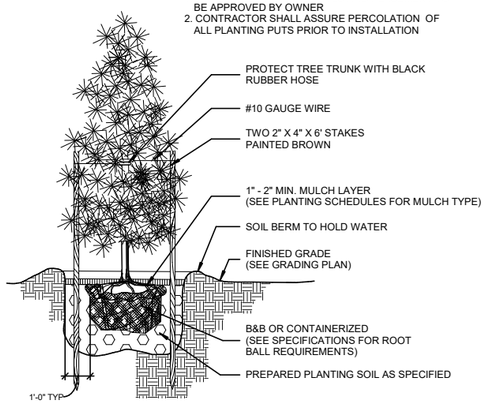
SEAL



NOTES:
1. THIS STANDARDS APPLIES TO PALMS WITH CT NOT EXCEEDING 30 FEET AND TRUNK DIAMETER NOT EXCEEDING 24 INCHES.
2. STRAPS TO BE 6" WIDE, 1 PLY WEBSLING W/ DELTA RINGS BY CERTIFIED SLINGS, INC. OR APPROVED EQUAL.
3. TURNBUCKLE TO BE AS FOLLOWS BY EACH PALM CALIPER:
   A. SMALL (<8"): MC 3001T58, ALL HEIGHTS
   B. MEDIUM (8-18"): MC 3001T58, ALL HEIGHTS
   C. LARGE (18-24"): MC 3001T62 FOR ALL HEIGHTS
4. ALTERNATE: USE HELICAL ANCHOR WITH A MIN. 5/8", 48" LONG ROD, AND A MIN. 6" HELIX.
5. FOR SMALL CALIPER PALMS WITH CT < 10FT, USE (3) STRAPS ORIENTED SUCH THAT ANCHORS ARE 120" APART.

5 UNDERGROUND PALM GUYING DETAIL
1" = 1'-0"



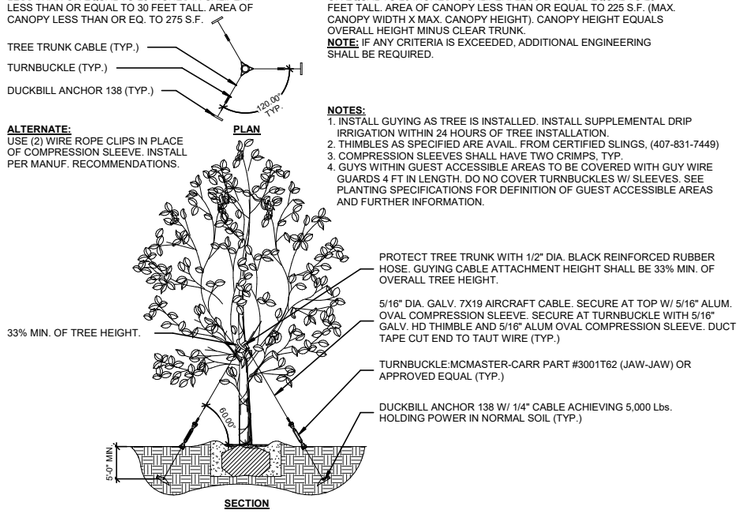
NOTE:
1. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER
2. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PUTS PRIOR TO INSTALLATION

6 EVERGREEN TREE PLANTING DETAIL
1" = 1'-0"

APPLICABLE FOR:
ALL OTHER TREES.
LESS THAN OR EQUAL TO 20 INCHES IN CALIPER. LESS THAN OR EQUAL TO 30 FEET TALL. AREA OF CANOPY LESS THAN OR EQ. TO 275 S.F.

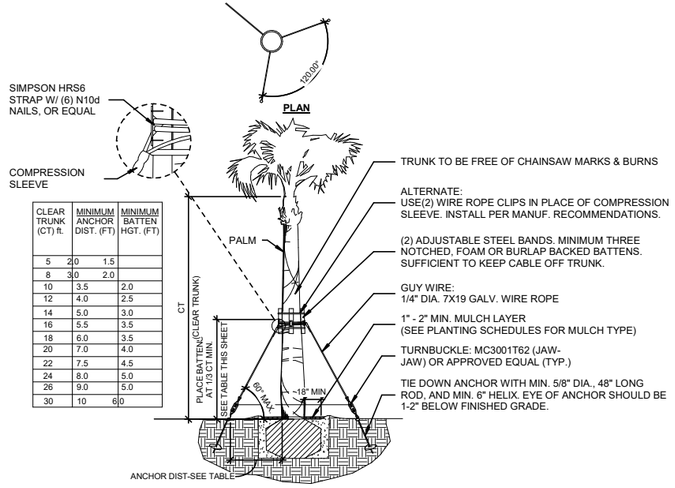
ALTERNATE:
USE (2) WIRE ROPE CLIPS IN PLACE OF COMPRESSION SLEEVE. INSTALL PER MANUF. RECOMMENDATIONS.

APPLICABLE FOR:
FOR MAGNOLIAS AND OTHER DENSELY FOLIATED TREES: LESS THAN OR EQUAL TO 20 INCHES IN CALIPER. LESS THAN OR EQUAL TO 25 FEET TALL. AREA OF CANOPY LESS THAN OR EQUAL TO 225 S.F. (MAX. CANOPY WIDTH X MAX. CANOPY HEIGHT). CANOPY HEIGHT EQUALS OVERALL HEIGHT MINUS CLEAR TRUNK.
NOTE: IF ANY CRITERIA IS EXCEEDED, ADDITIONAL ENGINEERING SHALL BE REQUIRED.



NOTES:
1. INSTALL GUYING AS TREE IS INSTALLED. INSTALL SUPPLEMENTAL DRIP IRRIGATION WITHIN 24 HOURS OF TREE INSTALLATION.
2. THIMBLES AS SPECIFIED ARE AVAIL. FROM CERTIFIED SLINGS, (407-831-7449)
3. COMPRESSION SLEEVES SHALL HAVE TWO CRIMPS, TYP.
4. GUYS WITHIN GUEST ACCESSIBLE AREAS TO BE COVERED WITH GUY WIRE GUARDS 4 FT IN LENGTH. DO NO COVER TURNBUCKLES W/ SLEEVES. SEE PLANTING SPECIFICATIONS FOR DEFINITION OF GUEST ACCESSIBLE AREAS AND FURTHER INFORMATION.

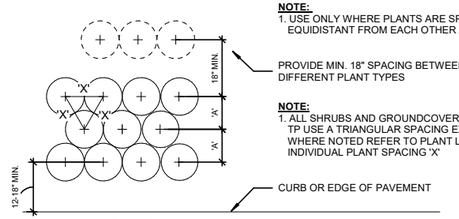
3 LARGE TREE GUYING (SINGLE TRUNK)
1" = 1'-0"



CLEAR TRUNK (CT) ft.	MINIMUM ANCHOR DIST. (FT)	MINIMUM BATTEN HGT. (FT)
5	2.0	1.5
8	3.0	2.0
10	3.5	2.0
12	4.0	2.5
14	5.0	3.0
16	5.5	3.5
18	6.0	3.5
20	7.0	4.0
22	7.5	4.5
24	8.0	5.0
26	9.0	5.0
30	10	6.0

NOTES:
1. THIS STANDARD APPLIES TO SINGLE TRUNK, STRAIGHT PALMS, NOT EXCEEDING 30' CT. AND CALIPER LESS THAN 24".
2. CABLE HARDWARE TO INCLUDE TURNBUCKLE, COMPRESSION SLEEVE, AND THIMBLE. TURNBUCKLE TO BE ATTACHED DIRECTLY TO ANCHOR.
3. MC PART NUMBER REFERS TO MCMASTER-CARR. APPROVED EQUAL ALSO ACCEPTABLE.
4. CABLES WITHIN GUEST ACCESSIBLE AREAS TO BE COVERED WITH GUY WIRE GUARDS 4FT IN LENGTH. DO NOT COVER TURNBUCKLES W/SLEEVES. SEE PLANTING SPECIFICATIONS FOR DEFINITION OF GUEST ACCESSIBLE AREAS AND FURTHER INFORMATION.
5. INSTALL GUYING AS PALM IS INSTALLED. INSTALL SUPPLEMENTAL DRIP IRRIGATION WITHIN 24 HOURS OF PALM INSTALLATION.
6. SEE PALM PLANTING DETAIL FOR PLANTING INSTRUCTIONS
7. ROOT BALL WIDTH TO BE 18" MINIMUM FROM OUTSIDE OF TRUNK TO EDGE OF ROOT BALL.

4 ABOVE GROUND PALM GUYING
1" = 1'-0"

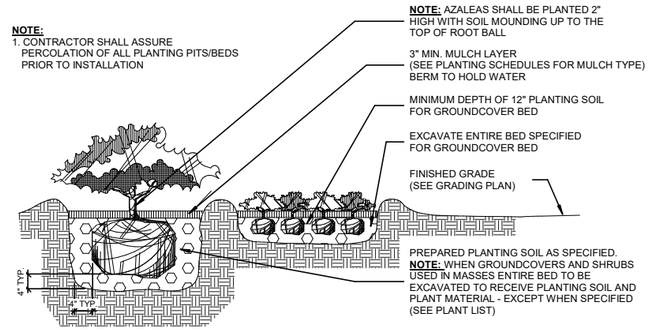


NOTE:
1. USE ONLY WHERE PLANTS ARE SPACED EQUIDISTANT FROM EACH OTHER AS SHOWN

PROVIDE MIN. 18" SPACING BETWEEN DIFFERENT PLANT TYPES

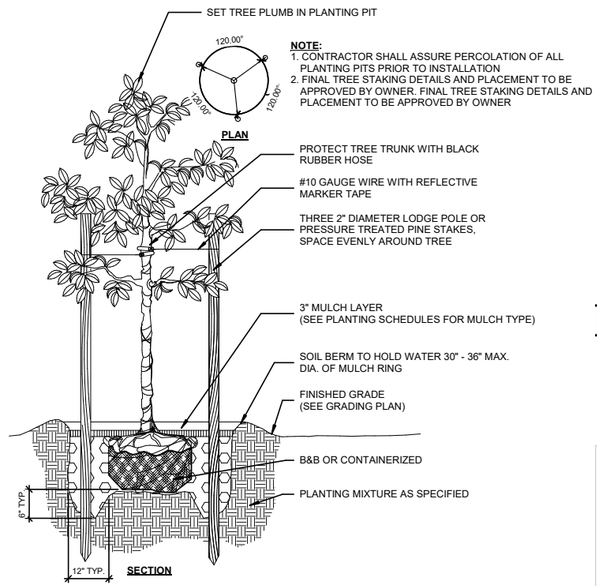
NOTE:
1. ALL SHRUBS AND GROUNDCOVER MASSES TP USE A TRIANGULAR SPACING EXCEPT WHERE NOTED REFER TO PLANT LIST FOR INDIVIDUAL PLANT SPACING 'X'

PLANT SPACING DIAGRAM



NOTE:
1. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS/BEDS PRIOR TO INSTALLATION

1 SHRUB / GROUNDCOVER PLANTING DETAIL
1" = 1'-0"



NOTE:
1. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION
2. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER

2 SMALL TREE PLANTING DETAIL
1" = 1'-0"

LandDesign
100 S. ORANGE AVE., SUITE 200
ORLANDO, FL 32801
407.270.7800
WWW.LANDDESIGN.COM

SEAL

Kimley»Horn

Roundabout at Orange Ave and Denning Drive

January 2024

Scale 1" = 80'

From: Sheila DeCiccio
To: Sheila DeCiccio
Subject: FW: [External] Proposed McCraney Office Building
Date: Monday, January 1, 2024 2:04:36 PM
Importance: High

From: Bonnie Ferguson <bferguson14@cfl.rr.com>
Sent: Saturday, December 30, 2023 9:43 PM
To: Phil Anderson <philandersonjr@aol.com>; Marty Sullivan <MSullivan@cityofwinterpark.org>; Sheila DeCiccio <SDeCiccio@cityofwinterpark.org>; Todd Weaver <TWeaver@cityofwinterpark.org>; Kristopher Cruzada <kcruzada@cityofwinterpark.org>
Subject: [External] Proposed McCraney Office Building
Importance: High

[This email originated outside the City of Winter Park email system. Before clicking on hyperlinks, verify the actual address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Dear Mayor Anderson and Commissioners Todd Weaver, Marty Sullivan, Sheila DeCiccio, and Kris Cruzada,

I wish you all a very Happy, Healthy, and Fulfilling New Year in 2024 and hope you enjoyed celebrating the holidays. I thank you all for serving and protecting the interests and welfare of Winter Park's residents.

The citywide public notice arrived Saturday, 12/30, and I felt compelled to respond. The proposed McCraney office building will dwarf the majority of buildings in its vicinity and in doing so will set a precedent which will invariably spawn multiple requests for more of the same undesirable density along Orange Avenue. It will also create even greater traffic congestion at an already overburdened road and intersection. Winter Park is being swallowed up by the density created and desired by developers for monetary gain. I am very sad the city lost its bid to purchase this land. A 3-story building at this location is aesthetically undesirable.

If the McCraney office building is approved, construction work there may also interfere with or delay the upcoming creation of Seven Oaks Park. Or if allowed to occur simultaneously, will surely impede or block residents living on South Denning Drive from accessing Orange Avenue.

Thank you for your time and consideration of my reservations.

Sincerely,

Bonnie Ferguson
Winter Park Gardens Resident

From: Mary Black
To: Jeffrey Briggs; Mayor and Commissioners
Subject: [External] McCraney Office Building
Date: Tuesday, January 2, 2024 11:36:08 AM

[This email originated outside the City of Winter Park email system. Before clicking on hyperlinks, verify the actual address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Mr. Mayor, Commissioners, and Mr. Briggs,

I just received the public notice for the McCraney office building proposed for 1100 Orange Ave. While an attractive building, I feel that it is absolutely out of scale for an area that, for blocks, has just one story buildings. More importantly, it will overshadow the brand new park that is being constructed at Progress Point.

The renderings on the interior of the Public Notice brochure show a three-story building, however, there is a fourth story utility area that is only demonstrated on the Conceptual Rendering on the other side of the brochure. It will also have a large impervious parking lot and significant traffic.

With our city's goals for Orange Avenue and Progress Point Park, I just feel that this would be a very poor choice for that area.

Mary Black
1334 Dallas Avenue
407-346-2473

From: Michael Dick
To: Allison McGillis; Mayor and Commissioners
Cc: Jeffrey Briggs; Rene S Cranis
Subject: [External] McCraney Office Building Application
Date: Thursday, February 1, 2024 11:07:40 AM

[This email originated outside the City of Winter Park email system. Before clicking on hyperlinks, verify the actual address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Dear P&Z Board Members,

My name is Michael Dick and I live at 100 S. Virginia Ave., Unit 407, Winter Park, FL.

Having served on the 12 member Orange Avenue Overlay Steering Committee in 2019, the McCraney Office Building development application is the first meaningful realization of that visioning effort as originally recommended by the OAOSC and subsequently modified and approved by the City Commission. Winter Park citizens have grown accustomed to the unobtrusive structures along Orange Avenue so, that said, *Katy bar the door!*

The Orange Avenue Overlay allows the proposed 3 story McCraney building which is surrounded by 1 and 2 story buildings all along Orange Ave. These 1 and 2 story Area A buildings as designated by the OAO have existed in the past, exist now and are zoned to remain 1-2 stories moving forward. So, now comes this Area I 3 story McCraney Building also enabled by the OAO. This is a one and out approval- get it right the first time; there are no others close by.

I have reviewed the Staff report on this application and offer the following comments/observations:

- I support Staff's recommendation not to allow vacating the green space park easement.
- I continue to support the OAOSC's goal of a roundabout at this juncture of streets to enable better traffic flow so please encourage the applicant to assist with this endeavor.
- I support the effort to nurture the survival of the few protected oak trees highlighted in the Staff report.
- I do not support the extra 6' requested for the screen/buffer wall for the rooftop mechanical equipment. This just adds to the perception of "it's too high". Please keep to the 6' allowable.
- Please accept Staff's recommendation and, as originally adopted by the OAOSC, to require mixed use for this site vs. entire office space.
- Please uphold the OAO 10' 3rd story stepback code requirement. The applicant rationalizes that the building's glass design might help to mitigate the height perception, but it really doesn't, either from a pedestrian or farther away viewpoint.
- I'm in favor of Staff's observations on the conceptual landscape design as regards to the substitution of oaks vs. date palms in certain locations. In addition, and in reference to the detention areas, the landscape plan details a 38% deciduous tree palette (bald cypress and Fringe) which doesn't provide a year round effective buffer for building mass.
- I support Staff's recommendation to table the application until all concerns are identified and resolved instead of escalating to the City Commission for the heavy lifting. Unlike its cursory review of the Rollins faculty apartment project, the majority P&Z needs to

dive deeper on this one.

Thank you for your consideration.

--
Michael Dick
mtdwpfl@gmail.com
407-474-6186

Dear P & Z Board Members:

I have closely followed the OAO development guidelines from before the date of their original adoption, through the repeal, as well as the adoption of a revised OAO set of guidelines. I am aware of the unique characteristics of Subarea I as a planning “island unto itself”.

The challenges on the Subarea I site were well known from the outset, primarily due to the irregular shape of the parcel. It was always going to be difficult to reach max FAR while abiding by all the other development parameters for the site. McCraney had to know they were facing certain “obstacles” as they considered the purchase of the property. Because they must be presumed to be aware of these obstacles, I am surprised they came back with a proposal that does not meet so many important restrictions.

I highlight the following concerns for your consideration:

1. The building does not adhere to the 10-foot third story step back. This was a key design standard that was intended to mitigate appearance of height and mass of larger buildings. Because the buildings nearby will remain at one to two stories this is even more important. In the renderings in the packet, the building did not fit in. It seems to “loom,” to “tower”.
2. The (mostly glass) building does not provide the required articulation of the façade every 30 feet both vertically and horizontally.
3. The proposed 12-foot screening barrier for roof top equipment is too great a deviation from the allowed 6 feet. Even though the building official can waive this requirement, I suspect that doubling the 6 feet allowance will mean the screen barrier is very noticeable.
4. The whole point of the OAO was to provide for a mix of uses within buildings along the corridor. This proposal with 100% office space ignores the underlying justification for the whole OAO and undermines the activation of the corridor.
5. I hope you will follow the Staff recommendation to not allow vacating of the green space park easement.
6. I hope you will not allow a positioning of the building that would frustrate the goal of a potential roundabout at the intersection.

From:	Kathryn Matta
To:	Allison McGillis; Mayor and Commissioners
Cc:	Garrett Feehrer
Subject:	[External] McCraney Property Observations
Date:	Monday, February 5, 2024 10:02:21 PM

[This email originated outside the City of Winter Park email system. Before clicking on hyperlinks, verify the actual address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Hello,

My name is Kathryn Feehrer and I live with my husband and family at 906 Camellia Ave. I am writing to share my observations of the development of the McCraney Property with the Planning and Zoning Committee (please forward on) and the Mayor and City Commissioners. This area is particularly important as a connection of the Denning path between the Winter Park library/MLK park and Mead Garden for pedestrians, small business shoppers, and cyclists alike. This intersection is also very heavily trafficked for commuters in and out of Winter Park. Most important is the safety and security of those crossing through the six-way intersection and maintaining a consistent "community-first long term" approach to all design planning and building.

First and foremost, I urge you to take this opportunity to address the six-way intersection once and for all. The intersection is sloppy and dangerous for pedestrian traffic and vehicle traffic, especially when cars inch into the intersection to make a left hand turn. To combat this difficulty, all too often cars will take left hand turns quickly to beat oncoming traffic immediately as the light changes to green, which also complicates safety when pedestrians and bikers are present. My husband and I are in favor of yielding the right of way corner of the McCraney Property to construct a roundabout to fix traffic issues. Additionally, adding in appropriate downstream pedestrian crossings would be vital.

Secondly, the building and landscape design, while not terrible looking, does not fit the aesthetic of the area with its rigid and modern design. The mostly one-story buildings along the street all have similarly sloped awnings on the first floor contributing to the community/pedestrian feel of the Orange Ave overlay area. Ideally the McCraney property would also respectfully mimic the addition of awnings and/or other design adjustments to keep from imposing an industrial feel on the area.

Lastly, if the city's long-term goal is to connect the bike/walking path down Denning from the MLK park and library to Mead Garden, the McCraney Property should add to the continuity of the overall plan and not detract. It would be especially genuine of the new build's landscape to mimic the neighboring Seven Oaks Park with mossy Oaks cascading over local brick streets, rather than statuesque King or Queen Palm Trees.

It is my hope that you will take these observations into great consideration during your upcoming discussions and meetings about the development of this area.

Sincerely,

Kathryn M. Feehrer

7. Please do everything possible to protect the important oak trees as noted by staff and consider requiring quality shade trees rather than palms, and to use oaks at the major intersection as recommended.

I support staff's recommendation to table so all concerns can be addressed and resolved. The development of this parcel not only marks a milestone, but it will also make a visible and lasting statement about quality development within the OAO. Preserving the ability to realize future transportation/traffic improvements at this critical intersection is also critical.

Thank you for your service and your commitment to Winter Park.

Sincerely,

Beth Hall
squeakywheel2@gmail.com

John B. Webb & Associates, Inc. Civil Engineers and Land Surveyors

925 S. Denning Drive, Winter Park, Florida 32789

February 5, 2024

Allison McGillis, Director
Planning and Zoning Department
City of Winter Park
401 South Park Avenue
Winter Park, Florida 32789
Phone: 407-599-3665
Email: amcgillis@cityofwinterpark.org

Subject: McCraney Office Building

Dear Allison:

Regarding the proposed McCraney Office Building to be located at the intersection of Denning Drive and Minnesota Avenue, this intersection already has too much traffic and the Seven Oaks Park currently under construction will add even more traffic.

Maybe if the proposed building was scaled down it would not be as much out of place with the area and would be less traffic associated with it.

Where will all the parking for this size building be? It is not clear on the concept plan.

There, as you may know is a three (3) street intersection at this location that gets very busy and an office building of this size would bring a tremendous amount of additional traffic. Therefore, we are not in favor of such a large building.

Sincerely,
John B. Webb & Associates, Inc.

Jacqueline E. Webb,
President

From:	Steven Castino
To:	Phil Anderson; Marty Sullivan; Sheila DeCiccio; Kristopher Cruzada; Todd Weaver
Subject:	[External] McCraney Property
Date:	Thursday, February 8, 2024 9:20:58 AM

[This email originated outside the City of Winter Park email system. Before clicking on hyperlinks, verify the actual address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Dear, Mayor Anderson and Commissioners Sullivan, DeCiccio, Cruzada and Weaver,

First of all, I would like to thank you all for your passion, energy and efforts for our community of Winter Park. My family and I are long time Winter Park residents and truly appreciate all that Winter Park has to offer. We are blessed to live in such a great community with amazing amenities and most importantly people. Winter Park truly is a special place! I am writing a note in support of the McCraney office development off Orange Ave, Minnesota Ave and Denning Drive. The site has been vacant for many years and to me seems like a perfect spot for additional office space. I have seen the proposed building renderings and they look beautiful. As you know office vacancy in Winter Park is 1.8% and demand continues to be high. I see more high paying jobs moving to Winter Park once this project is complete. Thanks for your consideration and for all the time that you dedicate to our community.

Steven R. Castino
1611 Hillcrest Ave
Winter Park, FL 32789

Steve Castino
Chief Growth Officer

Rehmann
201 East Pine Street, Suite 801 | Orlando, FL 32801
D: 407.204.9194 | **M:** 321.438.4255
steven.castino@rehmann.com | www.rehmann.com

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From: Greg Seidel
To: Mary Bush
Cc: Charles Ramdatt; Jeffrey Briggs; Donald Marcotte; Mayor and Commissioners
Subject: [External] 1100 Orange Ave Conditional use - Today Planning workshop
Date: Tuesday, January 30, 2024 10:46:24 AM
Attachments: image001.png
image004.png
Pages from orange-avenue-technical-memo-4-kimley-horn-deliverable-4.pdf

[This email originated outside the City of Winter Park email system. Before clicking on hyperlinks, verify the actual address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Please distribute to P and Z board.

For consideration in your evaluation of the proposed building – Please consider a property donation to support the proposed roundabout in leu of some benefit that could be given to the developer to make their project successful. Attached is the Tech Memo pages from 2020 showing a possible roundabout configuration and below is priority number 8 from the current transportation plan.
Thank you for your service.
Greg Seidel – 407-739-4899

Gregory S. Seidel, P.E.
VP/Chief Engineer
The Balmoral Group
Cell: 407-739-4899
Office: 407-629-2185 #103
Visit our website for more information!

Kimley»Horn **DRAFT**

MEMORANDUM

To: Bronce Stephenson, MPA
Director of Planning and Community Development, City of Winter Park

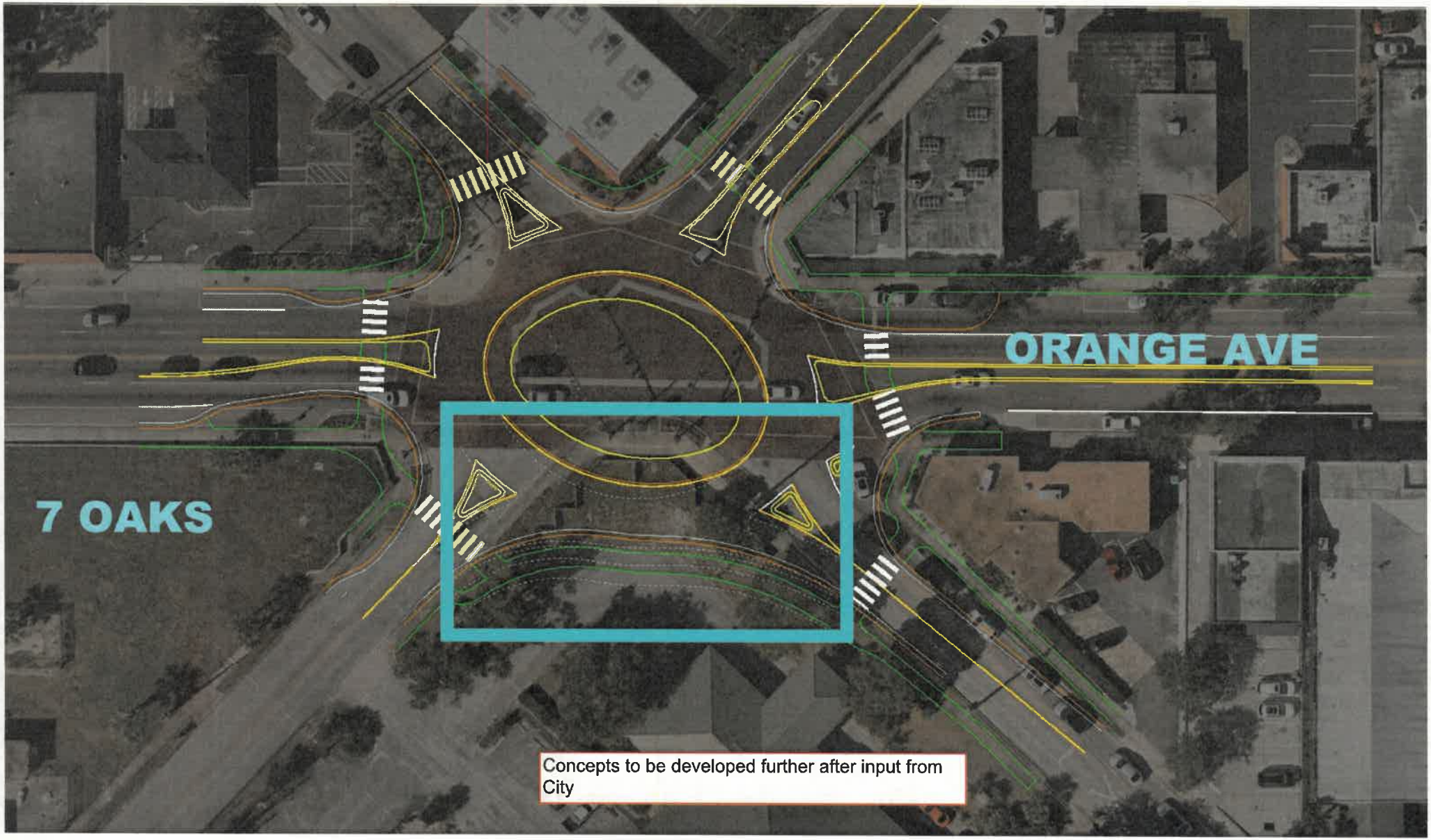
From: Mike Woodward, P.E.
Kimley-Horn and Associates, Inc.

Date: April 9, 2020

Subject: Orange Avenue Technical Memorandum #4

Kimley-Horn conducted a transportation analysis associated with the potential transportation improvements along Orange Avenue, between Orlando Avenue (US 17/92) and Fairbanks Avenue. The study area is shown on **Exhibit 1**. This memorandum outlines the analysis, assumptions, and findings.

Exhibit 1: Study Area


ORANGE AVE
7 OAKS
Concepts to be developed further after input from City

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City Commission

agenda item

item type
Public Hearings: Quasi-Judicial Matters

meeting date
February 28, 2024

prepared by
Jeffrey Briggs

approved by
Randy Knight, City Manager

subject

Request of Rollins College for approval to build a three-story, 72,933 square foot, Rollins Faculty & Staff housing building of 39 units via:

1. Comprehensive Plan text policy amendment and Comprehensive Plan future land use map and Zoning map amendments; (First Reading) and
2. Conditional Use approval.

(Tabled from February 14, 2024 at applicant's request)

motion | recommendation

The Planning and Zoning Board voted 4-2 for approval with the requirement for a Community Benefit Agreement incorporating conditions as follows:

1. The commitment to affordable/attainable housing for Rollins College faculty and staff for a period of a minimum of 20 years.
2. Prohibition on the use of apartments as undergraduate or graduate student housing or use for classroom instruction.
3. Property to remain on the tax rolls unless permitted for exclusion pursuant to Fl. Statutes
4. Coffee shop and bookstore space (1,430 sq. ft.) on the first floor of the south 38 feet of the lots fronting New England Avenue shall be used as retail business space open to the public.
5. That a final landscape plan be approved by staff that incorporates tree preservation, the preservation of the two live oak trees in the parking lot and tree buffering along Welbourne Avenue.
6. That a parking management plan be provided to staff prior to the second city commission approval hearing.
7. That the parking at the building be limited to one car for one-bedroom units and two cars for two- and three-bedroom units.
8. That the applicant be required to provide on-street parking along the length of Welbourne Avenue while maintaining two-way traffic lanes with the design, including bump-outs for trees and respecting access to the garage and service bay.

background

These requests by Rollins College for a Faculty and Staff housing development were tabled at the January 24, 2024, meeting by the City Commission and tabled by the applicant at the February 14, 2024 meeting.
At the January 24th meeting, Rollins College reduced the size of the project from 48 units to 39 units by reducing the length of the building along Welbourne Avenue. There has been a corresponding reduction in the size or square footage of the building from 80,791 sq. ft. to 72,933 sq. ft. and a similar reduction in FAR from 103.82% to 93.5%, within the Code maximum of 110%. With the shorter building, Rollins is able to increase the number of on-site parking spaces from 79 to 104 spaces. That meets the Code requirements which are based on 2.5 parking spaces for each unit and 1 parking space for each 333 sq. ft. of retail space. The staff report below repeats the information provided for the January 24th meeting except for updated statistics, as indicated above.

Rollins College is requesting approval to build a three-story, 72,933 square foot, 39-unit Faculty and Staff housing development. The site includes a portion with frontage on New England and Welbourne Avenues that now hold 28 existing apartments referred to as the Dan Hunter apartments. The site also includes seven vacant lots that front Welbourne Avenue. The total site size is 78,000 square feet (1.8 acres). All the property is zoned R-3.

Rollins College has provided a project narrative outlining the need for faculty and employee housing. One of the goals of the City Commission and the Chamber of Commerce is in finding ways to promote 'attainable' housing in the city. The City has been a leader among cities in Florida in promoting 'attainable' housing by assisting its non-profit partners of the Winter Park Housing Authority, the Hannibal Square Community Land Trust and Habitat for Humanity with financial support for the creation of such housing. However, there are numerous Comprehensive Plan Policy and Zoning Code challenges that need to be resolved in order to make this project a reality. To that end, Rollins College is asking for a Comprehensive Plan policy text change and some modifications to the future land use and zoning maps.

Comprehensive Plan/Zoning Code Compliance:
Unit Density: The R-3 zoning allows a maximum of 17 units/acre, which on this 1.8-acre site yields 34 units. However, this site does have one unique feature that provides a gateway to that 39-unit density. That unique feature is the existing eastern portion of this site at 273 W. New England Avenue now holds 28 small (550 sf) garden apartments built in 1959, that are referred to as the Dan Hunter apartments, after the former owner/mayor. Since there are more apartments than the current code would allow, the property is a "non-conforming use", meaning it is now "used" for more density than the Zoning Code now allows. However, the Zoning Code, provides that the City may allow the demolition and redevelopment of a "non-conforming use" to the existing density, if deemed for community benefit. As a result, the five lots now holding the 28 units of the Dan Hunter apartments are proposed to contain a similar 28 new apartments. The balance of the site consists of seven platted lots along Welbourne Avenue (45,500 sq. ft./1.04 acres), all zoned R-3 which, at the allowable 17 units/acre, would

permit 17 units. Together, this could allow a project size of 45 units but is voluntarily reduced to the requested 39 units.

The City Code measures density in units per acre and intensity (total building size) in floor area ratio (FAR). The maximum FAR for R-3 property is 110% as permitted by the Comprehensive Plan and Zoning Code. The proposed total building size is 72,933 sq. ft. (93.5% FAR) while the maximum building size could be up to 85,800 sq. ft. (110% FAR). While there is more unit density, there is not any more intensity or building size than is allowed by the Comprehensive Plan and Zoning Code.

Commercial Frontage: At the beginning of the Community Redevelopment Area in 1995, there was a vision to provide for a pedestrian connection between Park Avenue and Hannibal Square. The goal is to produce street level commercial or office businesses on the first floor of buildings on New England Avenue. Then one day, residents and visitors could be encouraged to walk up and down, not just Park Avenue, but also New England Avenue as well. While there are existing residential units on the first-floor of buildings fronting Morse Blvd., there are only commercial or office businesses in buildings fronting New England Avenue on the first floor. To that end, there is a Comprehensive Plan policy mandating such for any new redevelopment on New England Avenue. The wording of the current Comprehensive Plan policy implies that the entire first floor of the buildings fronting New England Avenue must be commercial/office. In order to conform to the spirit of this goal, this project features a small coffee shop and bookstore component (1,430 sf) on the first floor of the front 38 feet of the lot depth. Modifications to the future land use plan map and zoning map then become part of this package in order to accomplish this end.

From the City's perspective, requiring 1,430 sf of commercial space is important because what is done in this project will be the precedent when the six adjacent vacant lots fronting New England Avenue immediately to the west, are proposed for development. Since Truist Bank has discontinued the drive-thru tellers and only operates an ATM, that site may also be a future candidate for redevelopment.

Third Floor Building Design: This project is a three-story building with a flat roof within the 35 feet of building height permitted by R-3 zoning. Within the defined Central Business District area and along the New England Avenue corridor, the Comprehensive Plan and Zoning Code allow three-story walls and flat roofs, such as exist to the west along New England Avenue. Outside those areas, one must do a sloped third floor roof with dormers to reduce the visual impact of the three-story height to appear as 2½ stories. (That was the design used for the three-story building that was part of the Winter Park Commons/Patmos Chapel project.) On this project site, the lots that front on New England Avenue are allowed the full three stories but for the lots fronting on Welbourne Avenue, the 2½ story design must be used. The College is requesting the Comprehensive Plan policy text amendment to overcome this design challenge. To the staff, the request is mitigated by the fact that the Welbourne frontage is across the street from the four-story Douglas Grande building.

Parking Compliance: The Code requires 2½ spaces per unit for the 39 apartments (97 spaces) and one per 333 sf for the 1,430 sf of coffee shop/bookstore (4 spaces) or 101 total parking spaces. The proposed plan includes 104 spaces. The 2½ space requirement is based upon

the city's experience with projects that need to park visitors and daily trade/delivery parking. Historically, via Conditional Use approvals for the other apartments on New England Avenue, the City has required only 2 spaces per unit, recognizing that on-street parking is available.

As was discussed with the Winter Park Commons/Patmos Chapel project, there is an opportunity to also create more on-street parking along Welbourne Avenue. This building is 20 feet from the front property line on Welbourne Avenue. This setback area would allow for creation of indented on-street parking (that did not block the travel lanes) with the sidewalk moved onto the front portion of the project property, as well as allowing for bump-outs for new street trees. With the Douglas Grande building located about 10 feet from the street curb, the minimally reduced front landscaped yard setback area would not be out of context.

Tree Preservation: With respect to tree preservation, there are two trees in the middle of the open field that are in poor condition and not worthy of preservation. There are other camphor and wild weed trees along the former interior property lines and along the Bank property lines, that are not required or desired for preservation. There are three nice live oaks in between the two existing apartment buildings that are in good condition, but that is where the building will be, and the development is allowed to give compensation via new tree plantings. There is a beautiful live oak on New England Avenue, just off the property line that will be protected (along with a root system) and a nice live oak where the property "L's" that is shown to be saved. P&Z has provided conditions accordingly.

Community Benefit Agreement: The Comprehensive Plan policy over-rides and overall approval is based upon the College's commitment to provide affordable and attainable housing for their faculty and staff, which is of benefit to the entire city. To that end, there is a draft Community Benefit Agreement that the use of these living units will be for the purposes stated for a significant term, versus conversion to market-rate condominiums and other considerations as included in the motion for approval by the Planning and Zoning Board/City Commission.

Staff Evaluation and Recommendation: This Rollins Faculty and Staff housing project is important to the College and also the City at-large in providing affordable/attainable housing in proximity to their employment. Winter Park's most successful affordable/attainable housing to-date has been done in conjunction with non-profit partners. This project conforms to the maximum building size (FAR) permitted under the existing zoning and the unit density increases are necessary to provide for the intended usage versus market rate condominiums. As such, this project will be of benefit to the College and to the benefit of the City.

Existing Comprehensive Plan Policies:

Policy 1-2.4.10: Height Restrictions in the Hannibal Square Neighborhood Commercial District. Two-story maximum building heights shall be the maximum permitted, except the City may permit third stories when limited to residential use and deed restricted for residential usage only.

Policy 1-5.4.6: Promote Appropriate Scale & Height for Medium Density Multi-Family Development. Except within the Central Business District geographical area, multi-family residential development within areas designated Medium Density Residential shall not exceed two stories in height unless approved via conditional use by the City Commission. In addition,

such third floors must be entirely contained within a sloping roof having a maximum 12:12 roof slope.
Policy 1-H-14: Encourage the Viability of the Hannibal Square Commercial District along New England Avenue. In order to encourage and insure the viability of the Hannibal Square Commercial District, the existing buildings and any other future buildings with street frontage on New England Avenue shall be required to be used for non-residential business purposes on the first floor and utilized as such for retail space, restaurant space, salons or office space and residential use shall be only permitted on the upper floors of any such building, other than an entrance lobby for access to the upper floor units.

New Proposed Comprehensive Plan Policy:
Policy 1-H-18: Daniel Hunter Apartments Vesting and Roof Slope. The property located at 273 W. New England Avenue (Daniel Hunter Apartments) was developed as 28 residential units, these units may be rebuilt without the requirement for commercial on the first floor of the building (except for the south 38 feet thereof adjacent to New England Avenue). The Daniel Hunter Apartments and the properties at 262, 308, and 316 W. Welbourne Ave and 210 S. Virginia Avenue may be constructed consistent with the roof height as permitted in the R-3 zoning and roof slope as allowed in the Central Business District.

Zoning Code - Nonconforming Use Provisions:
(g) Special permit.
(1) The intent and purpose of this section is to recognize that there are limited and special circumstances where overall community and public policy objectives of the city encourage, and shall be served by, the continuation of some nonconforming uses and structures, provided said uses and structures are not detrimental to the surrounding neighborhood and to the community values established in the city's comprehensive plan and city codes. The city commission desires to establish specific standards for this category of special permit in order to allow the continuation of some nonconforming uses and structures notwithstanding any contrary provisions of this article or City Code.

(2) The city commission at a duly held public hearing may grant a special permit to allow the continuation of a nonconforming use or structure provided the following terms and conditions are strictly satisfied:

a. The owner of the property on which the nonconforming use or structure exists files a special permit application provided by the city; and
b. The applicant demonstrates that the continuation of the nonconforming use or structure:

    1. Is capable of contributing in a positive way to character and serves the need of the community, or reuse of buildings with architectural or historic value; and reuse of buildings that generate a significant necessary economic benefit to the community; and
    2. Is compatible with, and not detrimental to, the surrounding neighborhood in terms of traffic, noise, parking, odor, light, intensity and land uses, hours of operation, landscaping, aesthetics, structural design, and density; and
    3. Is consistent with the community values, objectives, and policies established in the

city's comprehensive plan and City Code.

(3) The city commission may impose conditions and safeguards as a condition of approval of any special permit granted under this section and may also provide time limits and expiration of such special event.

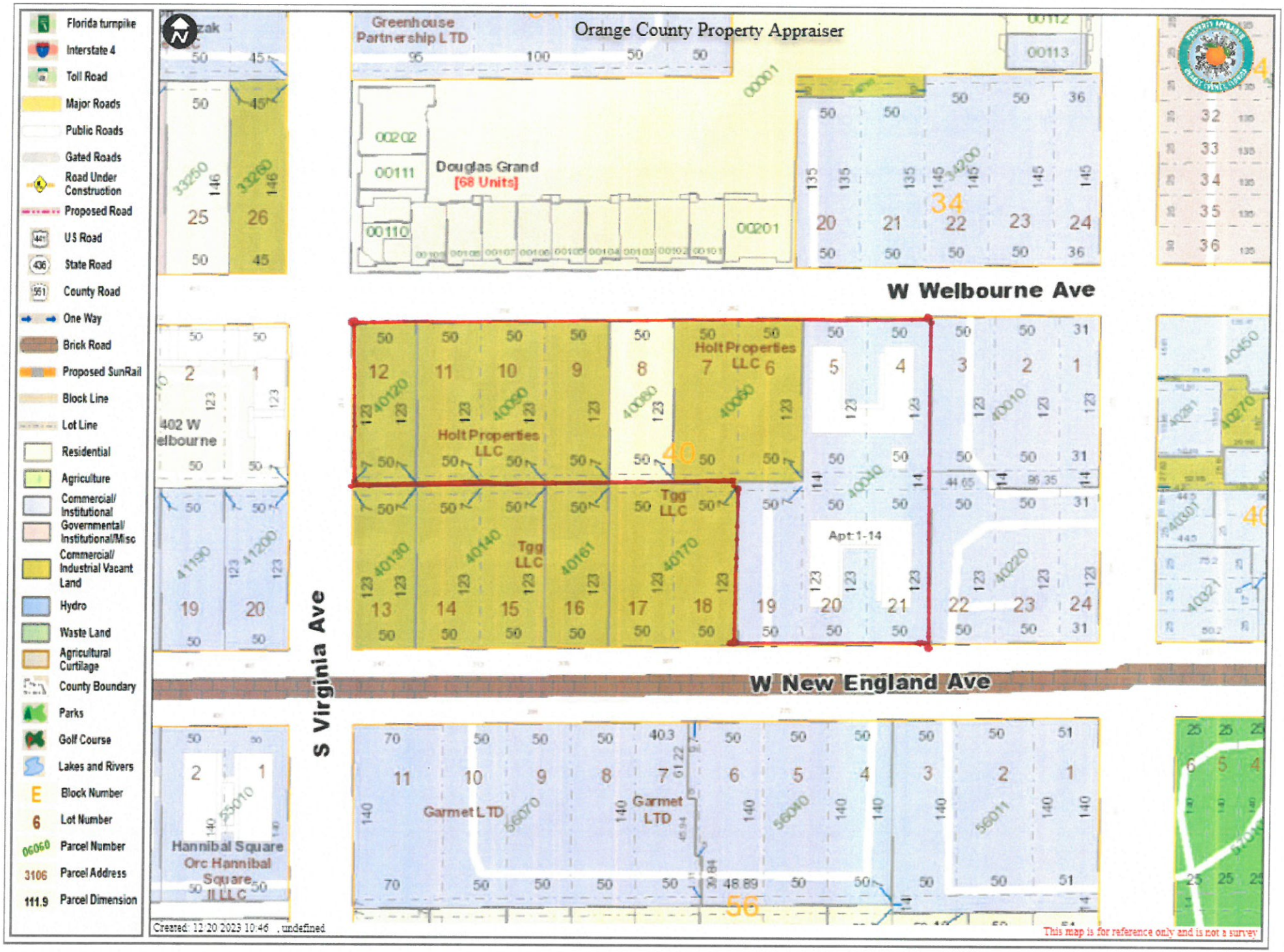
strategic objectives

alternatives | other considerations

fiscal impact

attachments

1. Map and aerial
2. Faculty and Staff Housing Project Narrative
3. ROLLINS FACULTY APARTMENTS PRESENTATION PACKAGE - 02-28-2024
4. Community Benefit Agreement (Rollins College) Feb. 28 meeting
5. Ordinance - Comp Plan (Faculty_Staff Housing)
6. Ordinance - Zoning Map
7. New England Partners, LLC
8. All Neighbor Letters


Orange County Property Appraiser
Greenhouse Partnership LTD
Douglas Grand
[68 Units]
Holt Properties LLC
Tgg LLC
Garmet LTD
Hannibal Square Orc Hannibal Square II LLC
W Welbourne Ave
W New England Ave
S Virginia Ave
Apt:1-14
Florida turnpike
Interstate 4
Toll Road
Major Roads
Public Roads
Gated Roads
Road Under Construction
Proposed Road
US Road
State Road
County Road
One Way
Brick Road
Proposed SunRail
Block Line
Lot Line
Residential
Agriculture
Commercial/ Institutional
Governmental/ Institutional/Misc
Commercial/ Industrial Vacant Land
Hydro
Waste Land
Agricultural Curtilage
County Boundary
Parks
Golf Course
Lakes and Rivers
Block Number
Lot Number
Parcel Number
Parcel Address
Parcel Dimension
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This map is for reference only and is not a survey

Florida turnpike
Interstate 4
Toll Road
Major Roads
Public Roads
Gated Roads
Road Under Construction
Proposed Road
US Road
State Road
County Road
One Way
Brick Road
Proposed SunRail
Block Line
Lot Line
Residential
Agriculture
Commercial/ Institutional
Governmental/ Institutional/Misc
Commercial/ Industrial Vacant Land
Hydro
Waste Land
Agricultural Curtilage
County Boundary
Parks
Golf Course
Lakes and Rivers
Block Number
Lot Number
Parcel Number
Parcel Address
Parcel Dimension
Orange County Property Appraiser
Created: 12/20/2023 10:47 Aerial 2023, undefined
This map is for reference only and is not a survey

Rollins
EST. 1885

STAFF AND FACULTY HOUSING

OCTOBER 2023

Staff and Faculty Housing

In Rollins College's Winter Park and metropolitan Orlando area, as in many cities across the United States, buying or renting housing near to where they work is becoming increasingly difficult for middle-income workers such as many Rollins employees. This is due in part to wages not keeping up with increasing costs of living but is due also to the limited supply of housing affordable to these workers. In response to limited affordable housing options in the areas where they work, many middle-income workers move to the outer fringes of a region, leading to longer commute times for the worker, higher levels of traffic, and other negative externalities for the surrounding area (Parlow, Matthew J. "Whither Workforce Housing?" *Journal of Affordable Housing & Community Development Law; Chicago*, Vol. 23, Iss 3/4 (2015): 373-391).

Access to stable and affordable housing options allows households to prioritize other important household expenses, grow their savings, and engage in long-term financial planning. It can also increase employee availability and reliability and support better job performance and career advancement opportunities. In today's economy, where competition for workers is strong, access to housing near one's place of work provides a competitive advantage for employers (*Economic Benefits of Affordable and Workforce Housing Options*, Ulster County (NY) Housing Smart Communities Initiative, July 2022).

Recognizing the challenges and benefits, several years ago Rollins College established a faculty housing program (https://www.rollins.edu/property-management/faculty-housing/). However, to date the challenges have outpaced the College's ability to meet them. "We have struggled in my tenure at Rollins to find enough availability (of staff and faculty housing) to meet the needs of incoming tenure track faculty," said Edward Kania, Vice President for Business & Finance and Treasurer. Dr. Donald Davison, Vice President for Academic Affairs and Provost, added, "It is becoming increasingly difficult to hire faculty, for many reasons, and the cost of living/housing is prominent among those reasons. Affordable housing close to campus contributes to faculty being able to attend campus events."

Students and their families choose Rollins because they value living and learning in a community grounded in close relationships between students, faculty, and staff. Faculty and student-facing staff having to live further and further away from campus is coming increasingly closer to constituting an existential threat to the College. The proposed staff and faculty housing project will situate several dozen faculty or student-facing staff

members within walking or bicycling distance from campus, not only connecting them with students (and one another) more closely and more frequently but also taking their motor vehicles largely off the local roads and aiding the economy in Winter Park's central business district.

A Strategy that Meets Multiple Needs

Rollins College has begun pursuing approval from the City of Winter Park to construct a staff and faculty housing apartment complex on vacant property the College owns three blocks north and two and one-half blocks west of the Rollins campus, in downtown Winter Park's Hannibal Square shopping and dining district, which also is only two blocks west of downtown Winter Park's Park Avenue shopping and dining district. The property is bounded on the north by West Welbourne Avenue, on the west by South Virginia Avenue, and on the south by West New England Avenue.

Rollins plans to direct net leasing revenue from the housing to support scholarships to Rollins students with demonstrated financial need, and thereby execute on a second College strategic effort: filling a critical need to fund more of our unfunded financial aid. Doing that secures the economic viability of Rollins' core business plan.

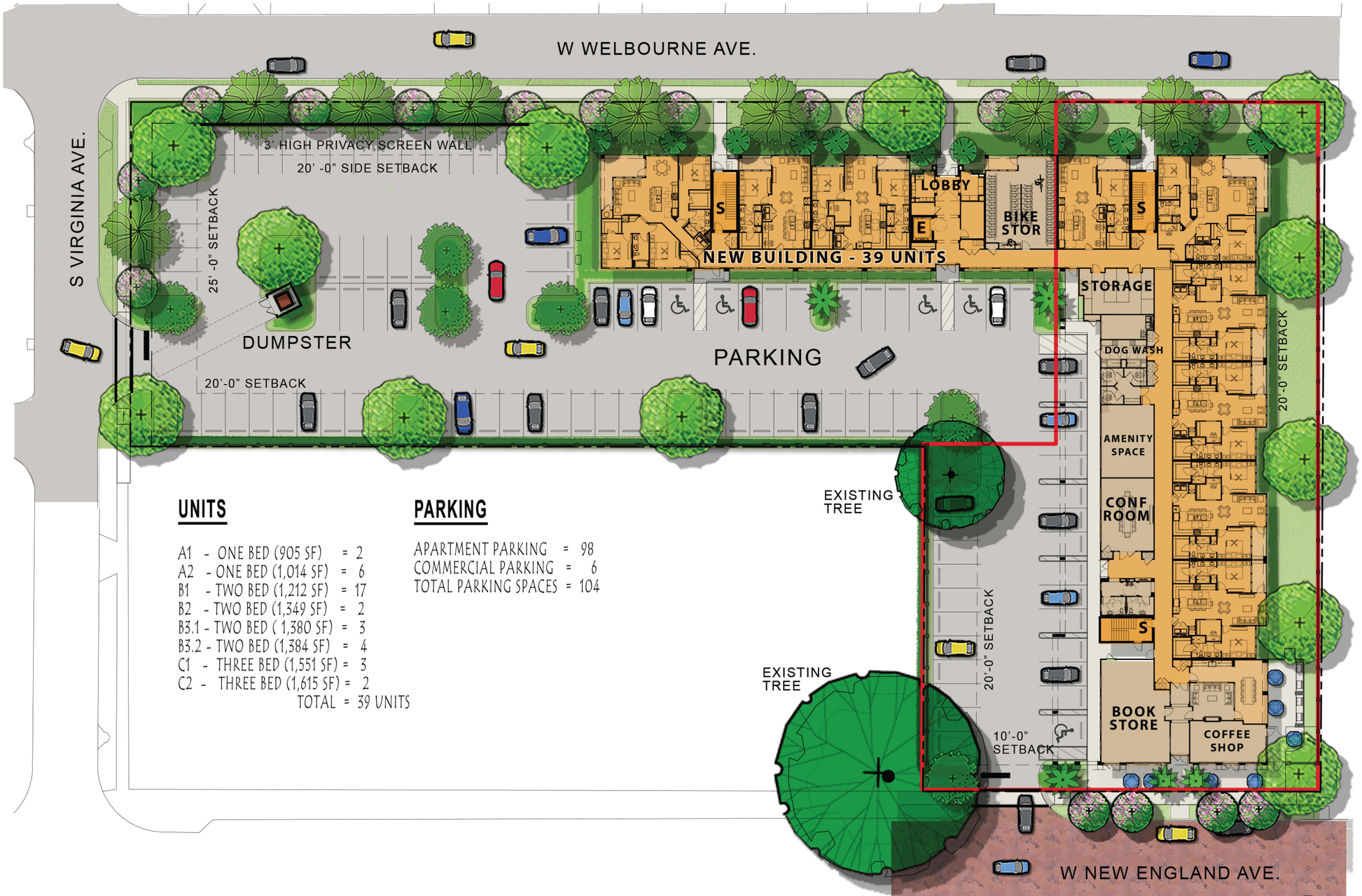
Meeting the Moment

While momentum in academic and mission reputation and market position makes Rollins College an increasingly attractive place to teach, mentor, or otherwise serve, there is no denying or escaping "the other side" of Rollins' being situated near the epicenter of the dynamic Greater Orlando/Winter Park economy/milieu. The other side: unaffordable housing costs relative to one's income. The price per square foot for a single family home in Rollins College's ZIP code in Winter Park (32789) is 44% higher than in the rest of Rollins' county (Orange County, Florida). Most of the rental product that both is near the Rollins campus and would appeal to Rollins employees rents for a minimum of $1,800 to $2,000 per month for a one-bedroom, one-bathroom unit, or for $2,300+ per month for a two-bedroom, one-bathroom unit.

Although the high cost prevents most middle- and lower-income Rollins employees from living near the College, demand for staff and faculty housing near campus remains high. Students and their families choose Rollins because they value the students' living and Additionally, many of those who have been able to avail themselves of Rollins' faculty housing program extoll the virtues of living near campus.

Dr. Walter Mswaka, Associate Professor of Social Entrepreneurship, who currently is living in Rollins faculty housing, explained that his being able to move into a furnished apartment near campus upon his entry into this country from England for work "was great, because it made everything seamless and so much more convenient." Dr. Mswaka also said that being neighbors with some faculty members from different departments throughout the College has been not only wonderful for social purposes but also useful for building special connections; it even has helped those faculty members become more comfortable reaching

across academic disciplinary boundaries for ideas and partnerships in their teaching, service, and research. Dr. Victoria Machado, Visiting Assistant Professor of Environmental Studies, another current tenant in faculty housing, cited the availability of it as "one of the main reasons that I decided to accept a position at Rollins. I have found friendships there, and I really appreciate how close it is to campus." Other tenants of the housing have also emphasized that living so close to campus facilitated their ability to engage more in the Rollins community beyond their teaching and advising. "Connection" has become a real thing for several faculty members who otherwise might never have assimilated so well into our living learning community.



UNITS

A1	- ONE BED (905 SF)	= 2
A2	- ONE BED (1,014 SF)	= 6
B1	- TWO BED (1,212 SF)	= 17
B2	- TWO BED (1,349 SF)	= 2
B3.1	- TWO BED (1,380 SF)	= 3
B3.2	- TWO BED (1,384 SF)	= 4
C1	- THREE BED (1,551 SF)	= 3
C2	- THREE BED (1,615 SF)	= 2
	TOTAL	= 39 UNITS

PARKING

APARTMENT PARKING	= 98
COMMERCIAL PARKING	= 6
TOTAL PARKING SPACES	= 104

1 FIRST FLOOR PLAN ON SITE
SCALE: 1" = 20'-0"

ROLLINS FACULTY APARTMENTS

REVISIONS
PERMIT SET
XX-XX-XX

SLOCUM PLATTS
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WWW.SLOCUMPLATTS.COM

FIRST FLOOR PLAN ON SITE

ROLLINS FACULTY APARTMENTS
WINTER PARK FLORIDA

DRAWN WTBJr
CHECKED WPP
DATE 02-09-2024
SCALE AS NOTED
JOB NO. 23-013
SHEET A2.1

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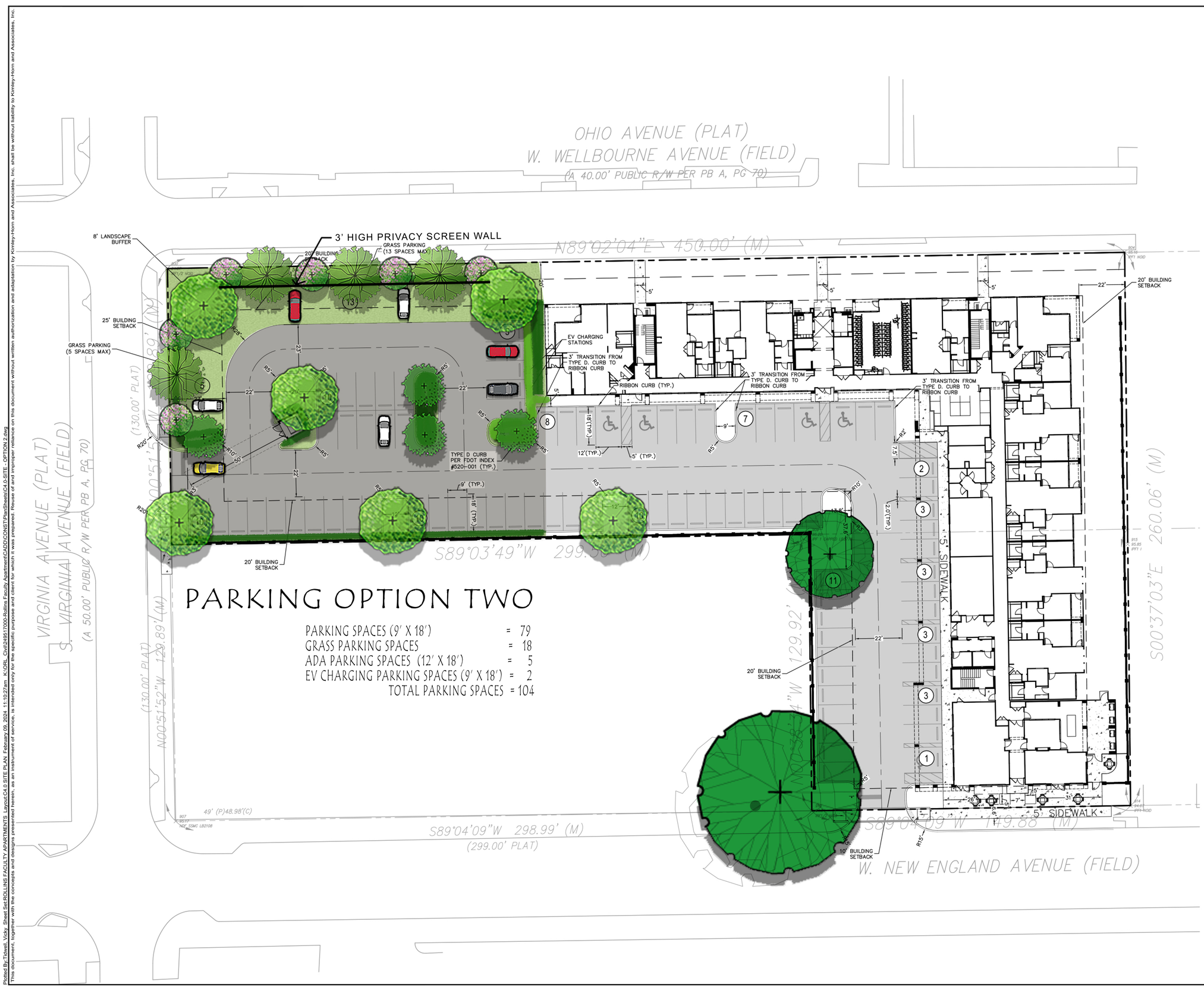

PARKING OPTION TWO

PARKING SPACES (9' X 18')	=	79
GRASS PARKING SPACES	=	18
ADA PARKING SPACES (12' X 18')	=	5
EV CHARGING PARKING SPACES (9' X 18')	=	2
TOTAL PARKING SPACES	=	104

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND

- PROPERTY LINE
- LANDSCAPE BUFFER
- BUILDING SETBACK
- (1) PARKING COUNT
- CONCRETE
- ASPHALT

SITE DATA :

ON-SITE AREA:	±77,943 SF/±1.79 ACRES
TOTAL AREA:	±77,943 SF/±1.79 ACRES
EXISTING ZONING:	R-3
PROPOSED ZONING:	R-3
EXISTING USE:	MULTI-FAMILY RESIDENTIAL/ VACANT LOTS
PROPOSED LAND USE:	MULTI-FAMILY/COMMERCIAL
EXISTING FUTURE LAND USE :	COMMERCE/MEDIUM DENSITY RESIDENTIAL
PROPOSED FUTURE LAND USE :	COMMERCE/MEDIUM DENSITY RESIDENTIAL

BUILDING SETBACKS PROVIDED

S. VIRGINIA AVE (FRONT):	25 FT
W. WELLBOURNE AVE (FRONT):	20 FT
VACANT LAND (SIDE):	20 FT
W. NEW ENGLAND AVE. (SOUTH):	10 FT
FINANCIAL/BANK (SIDE):	25 FT

BUILDING COVERAGE:

MAX BUILDING COVERAGE ALLOWED:	40%
PROPOSED BUILDING COVERAGE:	33%

IMPERVIOUS COVERAGE:

IMPERVIOUS ALLOWED (RESIDENTIAL):	40926 SF/0.94 AC (70%)
IMPERVIOUS ALLOWED (COMMERCIAL):	19478 SF/0.45 AC (100%)
TOTAL IMPERVIOUS ALLOWED:	60404 SF/1.39 AC (77%)
PROPOSED IMPERVIOUS COVERAGE:	55940 SF/1.28 AC (72%)

RESIDENTIAL DENISTY CALCULATIONS:

TOTAL DWELLING UNITS:	39 UNITS
PROPOSED DENSITY:	21.8 DU/AC
FAR PROVIDED (93.6%):	72,933 GSF

UNIT MIX:

# OF MULTI-FAMILY 1-BEDROOM UNITS:	8
# OF MULTI-FAMILY 2-BEDROOM UNITS:	26
# OF MULTI-FAMILY 3-BEDROOM UNITS:	5
TOTAL	39

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 PRIOR TO DISCHARGING TO S. VIRGINIA AVE. THIS SITE ULTIMATELY DRAINS TO THE SOUTH TO LAKE VIRGINIA

PARKING REQUIREMENTS:

MULTI-FAMILY:	2.5 SPACES PER UNIT
COMMERCIAL:	6 SPACES

UNIT MIX:

MULTI-FAMILY:	2.5 x 39 UNITS = 98 SPACES
COMMERCIAL:	6 SPACES
TOTAL NUMBER OF SPACES REQUIRED	104

ON-SITE PARKING PROVIDED:

PARKING SPACES (9'X18'):	79
GRASS PARKING SPACES:	18
ADA PARKING SPACES (12'X18'):	5
EV CHARGING PARKING SPACES (9'X18'):	2
TOTAL NUMBER OF SPACES ON THE SITE:	104

No.	REVISIONS	DATE	BY

Kimley»Horn
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PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL
JEFF SWISHER
FLORIDA LICENSE NUMBER
60275
DATE:

KHA PROJECT	249517000		
DATE	02/14/2024		
SCALE	AS SHOWN	DESIGNED BY	VNT
		DRAWN BY	VNT
		CHECKED BY	JRS

SITE PLAN OPTION 2

ROLLINS FACULTY APARTMENTS

FLORIDA

CITY OF WINTER PARK

SHEET NUMBER
C4.0

Plotted By:TWatwell, Vicky Sheet Set:ROLLINS FACULTY APARTMENTS Layout:C4.0 SITE PLAN February 09, 2024 - 11:10:27am K:\ORL Civil\249517000-Rollins Faculty Apartment\CADD\CONST\PlanSheets\C4.0-SITE - OPTION 2.dwg
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NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND

- PROPERTY LINE
- LANDSCAPE BUFFER
- BUILDING SETBACK
- (1) PARKING COUNT
- CONCRETE
- ASPHALT

SITE DATA :

ON-SITE AREA:	±77,943 SF/±1.79 ACRES
TOTAL AREA:	±77,943 SF/±1.79 ACRES
EXISTING ZONING:	R-3
PROPOSED ZONING:	R-3
EXISTING USE:	MULTI-FAMILY RESIDENTIAL/ VACANT LOTS
PROPOSED LAND USE:	MULTI-FAMILY/COMMERCIAL
EXISTING FUTURE LAND USE :	COMMERCE/MEDIUM DENSITY RESIDENTIAL
PROPOSED FUTURE LAND USE :	COMMERCE/MEDIUM DENSITY RESIDENTIAL

BUILDING SETBACKS PROVIDED

S. VIRGINIA AVE (FRONT):	25 FT
W. WELLBOURNE AVE (FRONT):	20 FT
VACANT LAND (SIDE):	20 FT
W. NEW ENGLAND AVE. (SOUTH):	10 FT
FINANCIAL/BANK (SIDE):	25 FT

BUILDING COVERAGE:

MAX BUILDING COVERAGE ALLOWED:	40%
PROPOSED BUILDING COVERAGE:	33%

IMPERVIOUS COVERAGE:

IMPERVIOUS ALLOWED (RESIDENTIAL):	40926 SF/0.94 AC (70%)
IMPERVIOUS ALLOWED (COMMERCIAL):	19478 SF/0.45 AC (100%)
TOTAL IMPERVIOUS ALLOWED:	60404 SF/1.39 AC (77%)
PROPOSED IMPERVIOUS COVERAGE:	54184 SF/1.24 AC (70%)

RESIDENTIAL DENISTY CALCULATIONS:

TOTAL DWELLING UNITS:	39 UNITS
PROPOSED DENSITY:	21.8 DU/AC
FAR PROVIDED (93.6%):	72,933 GSF

UNIT MIX:

# OF MULTI-FAMILY 1-BEDROOM UNITS:	8
# OF MULTI-FAMILY 2-BEDROOM UNITS:	26
# OF MULTI-FAMILY 3-BEDROOM UNITS:	5
TOTAL	39

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 PRIOR TO DISCHARGING TO S. VIRGINIA AVE. THIS SITE ULTIMATELY DRAINS TO THE SOUTH TO LAKE VIRGINIA

PARKING REQUIREMENTS:

MULTI-FAMILY:	2.5 SPACES PER UNIT
COMMERCIAL:	6 SPACES

UNIT MIX:

MULTI-FAMILY:	2.5 x 39 UNITS = 98 SPACES
COMMERCIAL:	6 SPACES
TOTAL NUMBER OF SPACES REQUIRED	104

ON-SITE PARKING PROVIDED:

PARKING SPACES (9'X18'):	84
ADA PARKING SPACES (12'X18'):	5
EV CHARGING PARKING SPACES (9'X18'):	2
TOTAL NUMBER OF SPACES ON THE SITE:	91

No.	REVISIONS	DATE	BY

Kimley»Horn

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PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL
JEFF SWISHER
FLORIDA LICENSE NUMBER 60275
DATE:

KHA PROJECT 249517000
DATE 02/14/2024
SCALE AS SHOWN
DESIGNED BY VNT
DRAWN BY VNT
CHECKED BY JRS

SITE PLAN OPTION 3

ROLLINS FACULTY APARTMENTS

CITY OF WINTER PARK FLORIDA

SHEET NUMBER
C4.0

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1 UNIT A2 - 2D COLOR FLOOR PLAN
SCALE: 3/8" = 1'-0"

REVISIONS
PERMIT SET XX-XX-XX

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WWW.SLOCUMPLATTS.COM

UNIT A2

UNICORP
SUTTON LAKES APARTMENTS
CITY/COUNTY
STATE

DRAWN	WTBJr
CHECKED	WPP
DATE	02-19-2024
SCALE	AS NOTED
JOB NO.	22-055
SHEET	A2

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1 UNIT B3 - 2D COLOR FLOOR PLAN
SCALE: 3/8" = 1'-0"

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	PERMIT SET XX-XX-XX

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UNIT B3

ROLLINS FACULTY APARTMENTS

WINTER PARK FLORIDA

DRAWN	WTBJr
CHECKED	WPP
DATE	02-09-2024
SCALE	AS NOTED
JOB NO.	23-013
SHEET	B3

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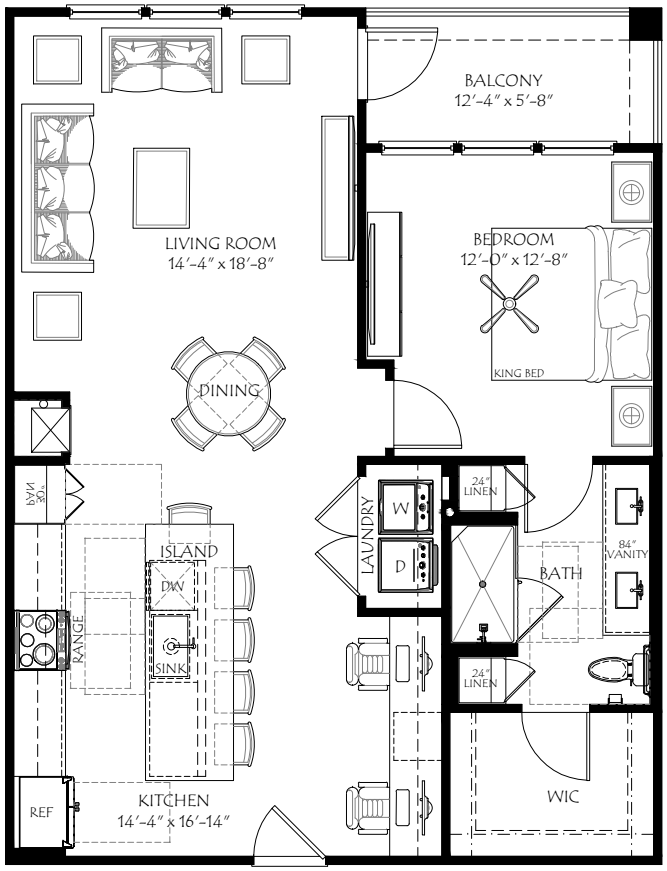

A1 905 SQ FT AC

4 UNITS

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ROLLINS FACULTY APARTMENTS

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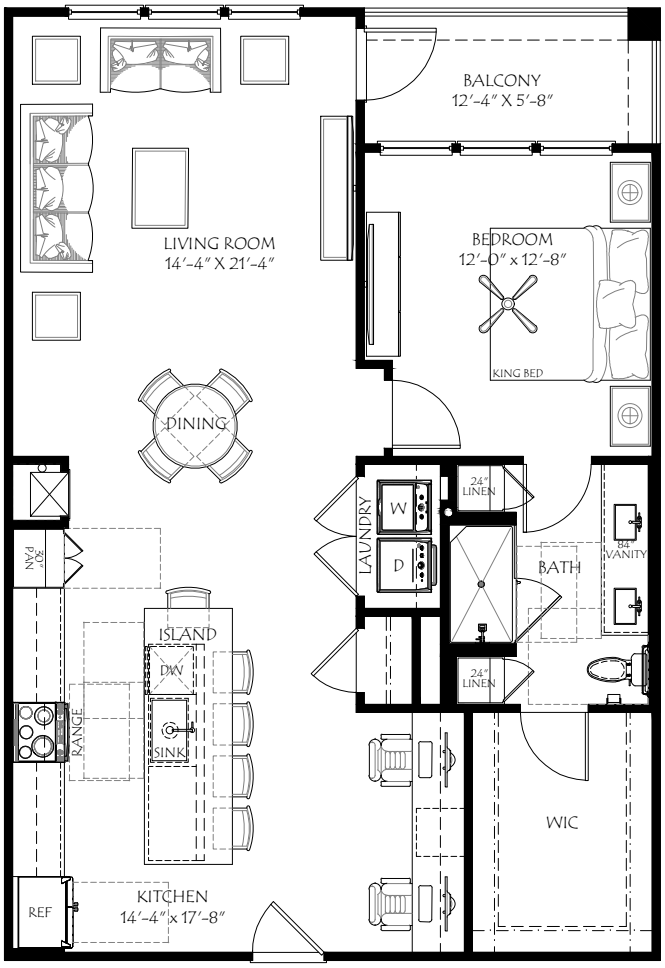

A2 1,014 SQ FT AC

10 UNITS

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ROLLINS FACULTY APARTMENTS

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SPA PROJECT No: 23-013
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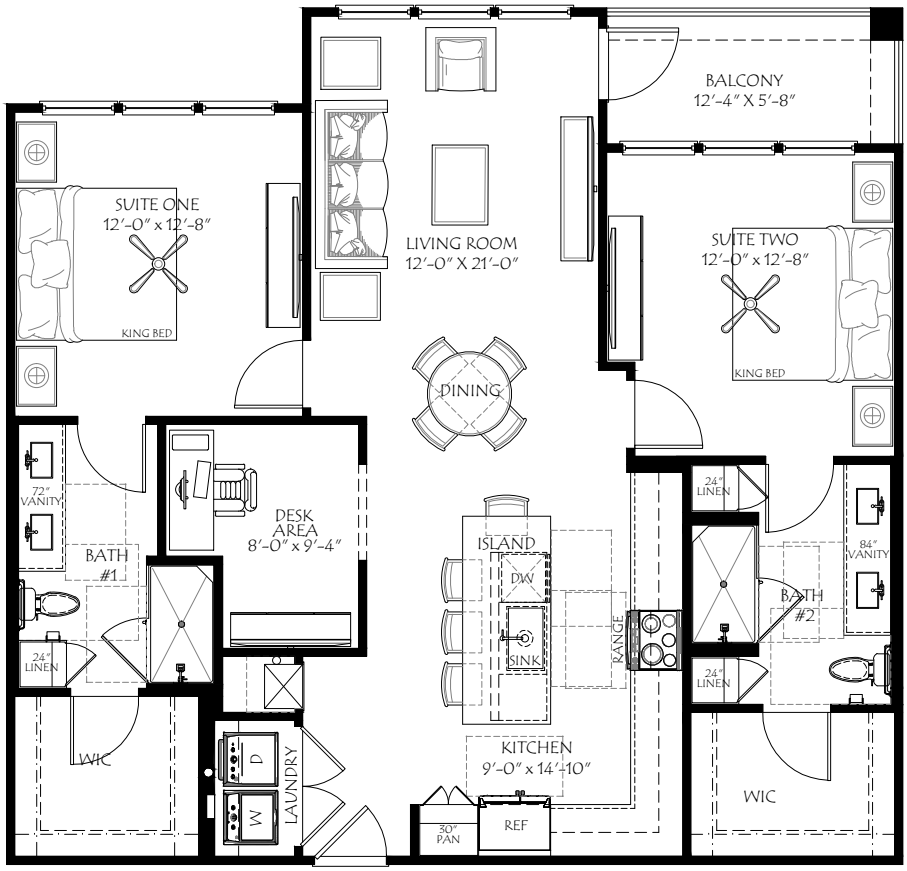

B1

1,212 SQ FT AC

18 UNITS

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ROLLINS FACULTY APARTMENTS

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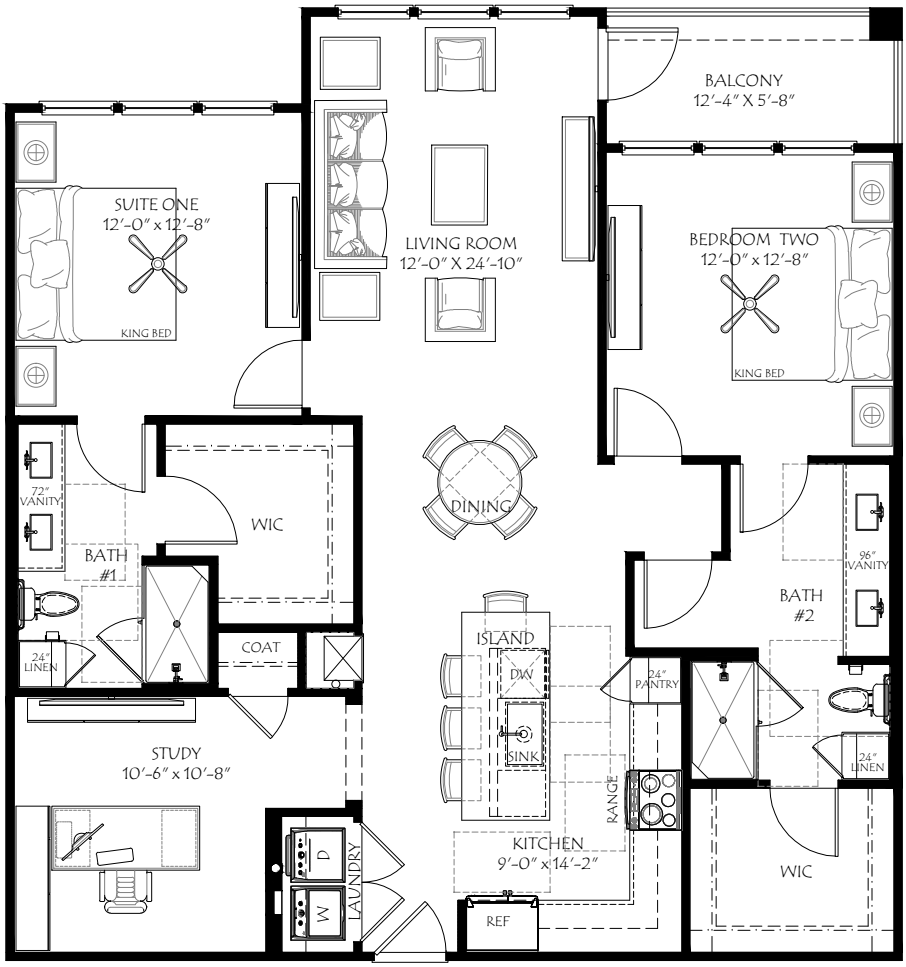

B2

1,362 SQ FT AC

4 UNITS

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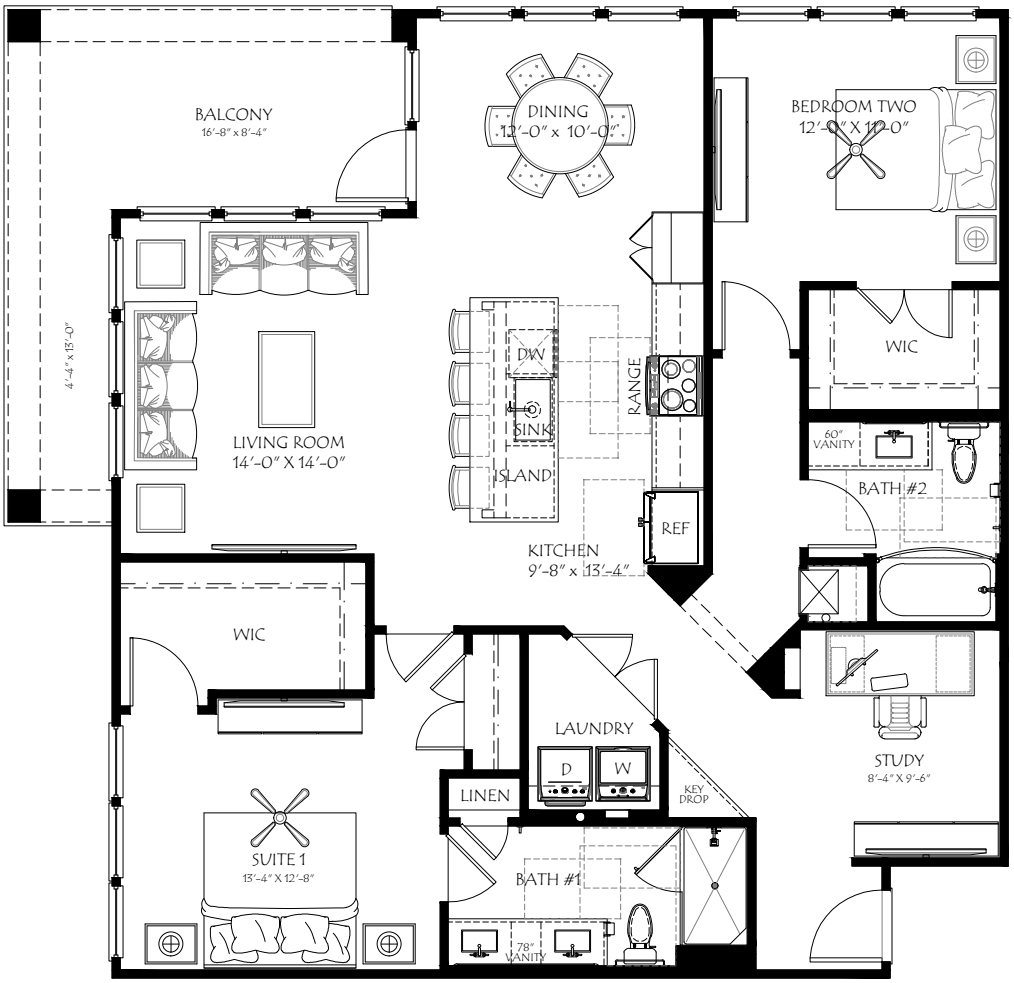
WWW.SLOCUMPLATTS.COM

ROLLINS FACULTY APARTMENTS

DATE: 10-30-2023
SPA PROJECT No: 23-013
UNIT LAST USED IN:
FIGURE:



B3.1

1,380 SQ FT AC

3 UNITS

SLOCUM PLATTS
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670 NORTH ORLANDO AVENUE, SUITE 1001 MAITLAND, FL 32751
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ROLLINS FACULTY APARTMENTS

DATE: 10-26-2023
SPA PROJECT No: 23-013
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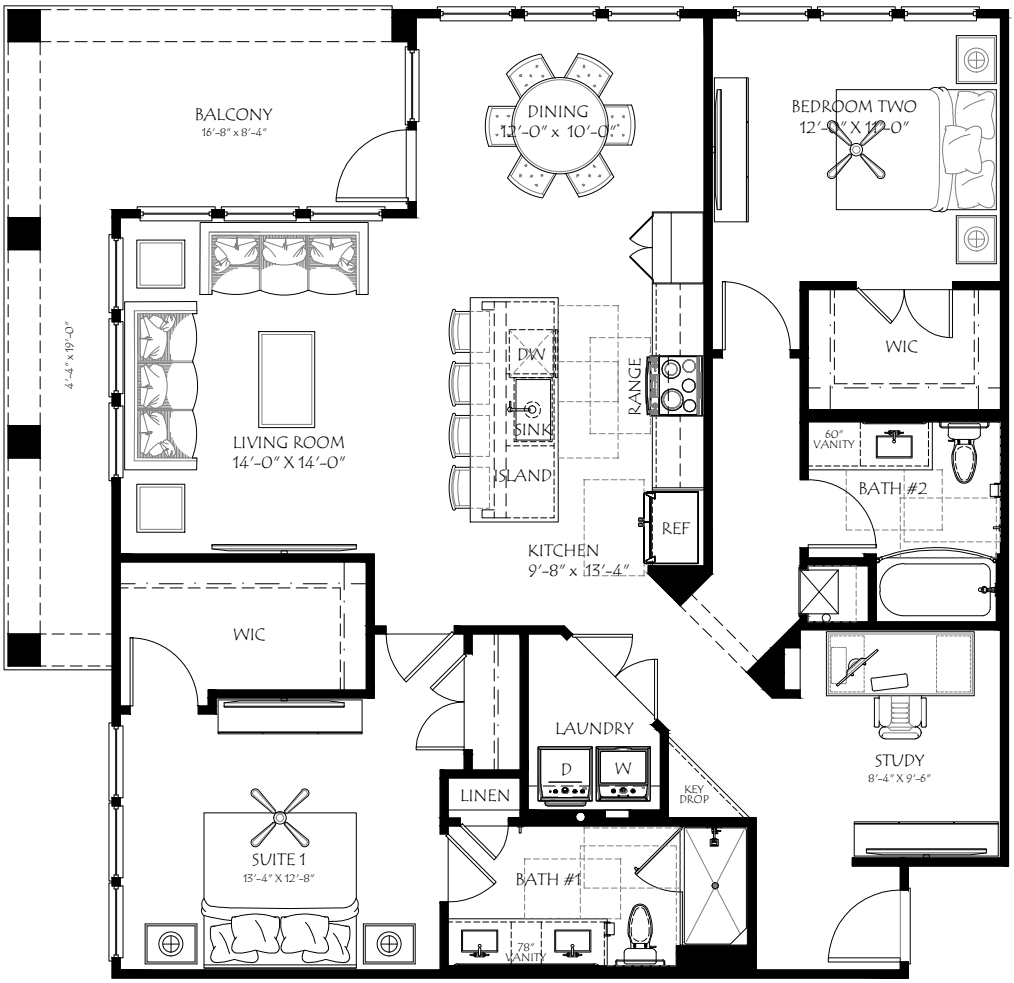
FIGURE:



B3.2

1,384 SQ FT AC

4 UNITS

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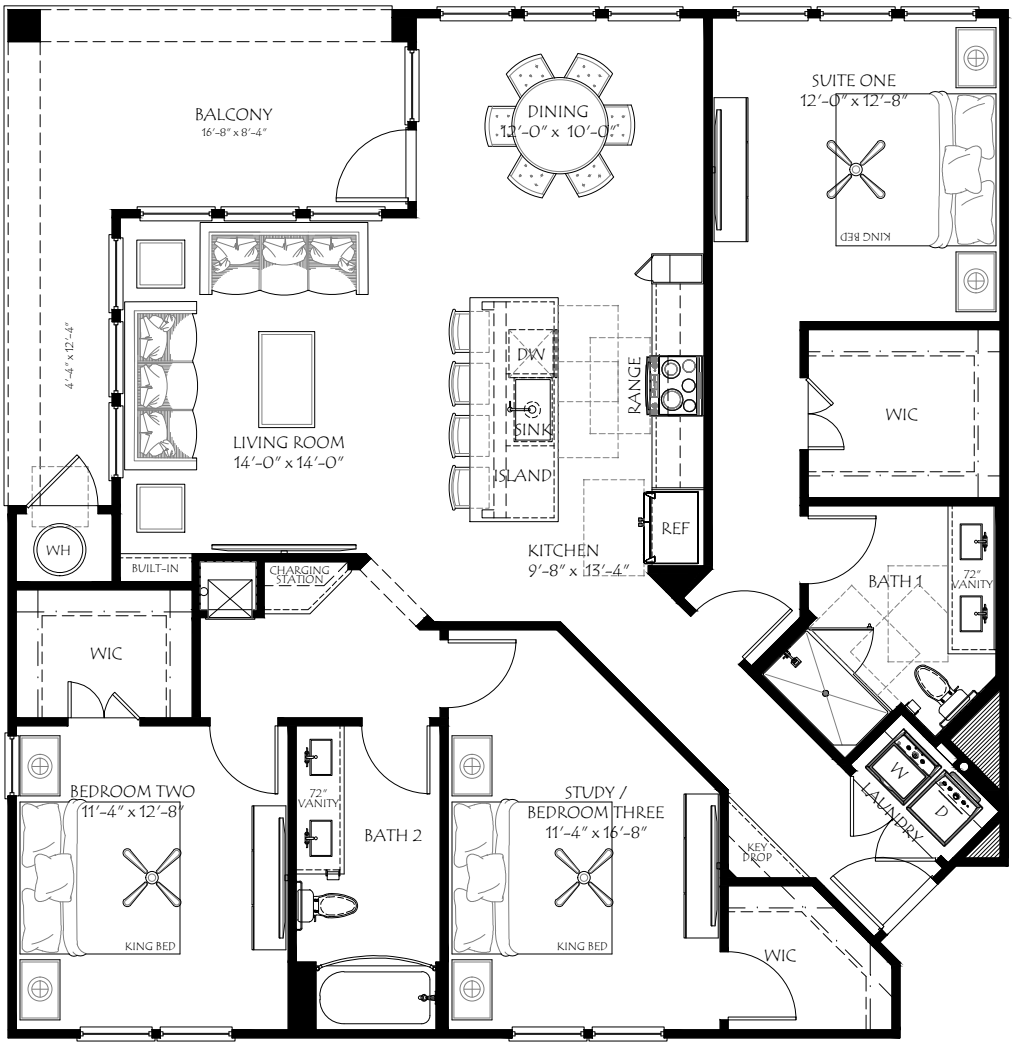
ARCHITECTS , P.A.
RANDALL J. SLOCUM AR 13350 WILLIAM P. PLATTS AR 13262
670 NORTH ORLANDO AVENUE, SUITE 1001 MAITLAND, FL 32751
TEL. (407)645-3019 FAX (407)645-2771
WWW.SLOCUMPLATTS.COM

ROLLINS FACULTY APARTMENTS

DATE: 10-26-2023
SPA PROJECT No: 23-013
UNIT LAST USED IN:
FIGURE:



C1

1,551 SQ FT AC

3 UNITS

SLOCUM PLATTS
ARCHITECTS , P.A.
RANDALL J. SLOCUM AR 13350 WILLIAM P. PLATTS AR 13262
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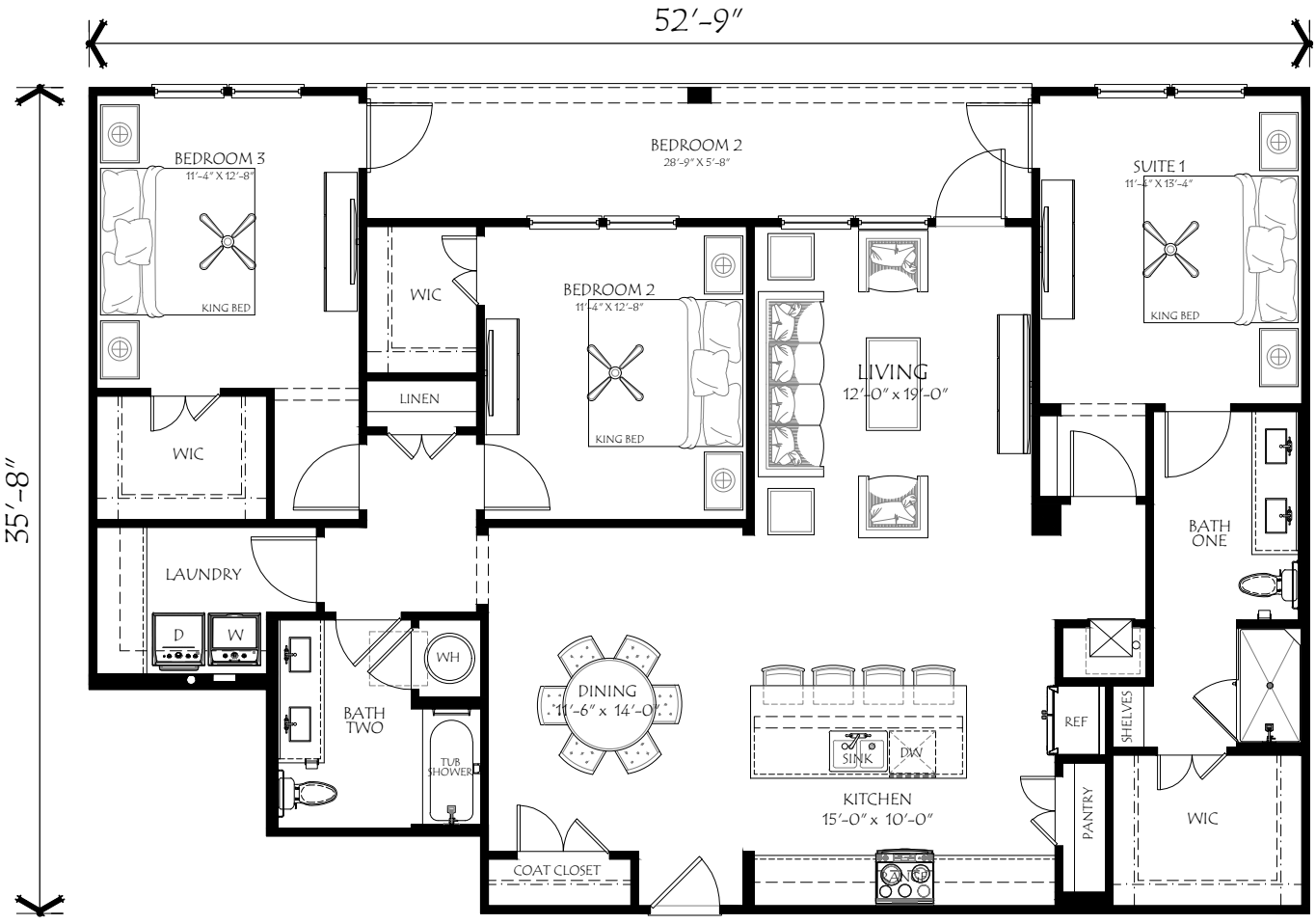
ROLLINS FACULTY APARTMENTS

DATE: 10-26-2023
SPA PROJECT No: 23-013
UNIT LAST USED IN:
FIGURE:



C2.0 1,615 S.F. AC
2 UNITS

SLOCUM PLATTS
ARCHITECTS , P.A.
RANDALL J. SLOCUM AR 13350 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

ROLLINS FACULTY APARTMENTS

DATE: 10-26-2023
SPA PROJECT No: 23-013
UNIT LAST USED IN:
FIGURE:

1 FRONT (W WELBOURNE AVENUE) ELEVATION
SCALE: NTS

2 REAR (W NEW ENGLAND AVENUE) ELEVATION
SCALE: 1/8" = 1'-0"

3 EAST ELEVATION
SCALE: 1/8" = 1'-0"

REVISIONS
PERMIT SET
XX-XX-XX

SLOCUM PLATTS
ARCHITECTS, P.A.
RANDALL J. SLOCUM AR 13359 WILLIAM P. PLATTS AR 13242
670 NORTH ORLANDO AVENUE, SUITE 1001 MAITLAND, FL 32751
TEL (407)645-3019 FAX (407)645-2771
WWW.SLOCUMPLATTS.COM

EXTERIOR ELEVATIONS

ROLLINS FACULTY APARTMENTS
WINTER PARK FLORIDA

DRAWN WTBJr
CHECKED WPP
DATE 02 09 24
SCALE AS NOTED
JOB NO. 23-013
SHEET A6.1

ALL REPRODUCTIONS, REVISIONS OR MODIFICATIONS OF THESE DRAWINGS WITHOUT THE EXPRESSED WRITTEN CONSENT OF SLOCUM PLATTS ARCHITECTS P.A. IS PROHIBITED BY LAW. THE DRAWINGS ARE THE EXCLUSIVE PROPERTY OF SLOCUM PLATTS ARCHITECTS P.A. THE COMPANY EXPRESSLY RESERVES THE COMMON LAW AND ANY OTHER PROPERTY RIGHTS IN THESE PLANS AND ELEVATIONS

Mediterranean Elements

ARCHED ENTRIES 1

2

3

4

5

BALCONIES

- SQUARE COLUMNS
- METAL RAILINGS
- DECORATIVE BRACKETS
- FRENCH DOORS
- TILE ROOFING
- GROUPING 3 WINDOWS

COVERED CORNER BALCONY - WORTH AVE. PALM BEACH

SLOCUM PLATTS ARCHITECTS

Villa Sienna Winter Park Fl.

ARCHED ENTRY

BALCONY, FRENCH DOORS AND METAL RAILINGS

Alfond Hotel Winter Park Fl.

PORTICO WITH ARCHED ENTRIES

FLOOR BAND

STUCCO

ROUND COLUMN SITTING ON A SQUARE BASE, METAL RAILINGS

SLOCUM PLATTS ARCHITECTS

Hannibal Square Winter Park Fl.

Rollins Faculty Apartments
Winter Park Florida

PENNSYLVANIA AVENUE

W. NEW ENGLAND AVENUE

E. HANNIBAL SQUARE

W. NEW ENGLAND AVENUE

PENNSYLVANIA AVENUE

SLOCUM PLATTS ARCHITECTS

Hannibal Square Winter Park Fl.

W. NEW ENGLAND AVENUE

W. NEW ENGLAND AVE. AND E. HANNIBAL SQUARE

SLOCUM PLATTS ARCHITECTS

Adjacent Architecture

Rollins Faculty Apartments
Winter Park Florida

DOUGLAS GRAND - W. WELBOURNE AVE.

ADJACENT DRIVE THRU BANK

ADJACENT BANK AND PARKING

ADJACENT OFFICE BUILDING AND PARKING

SLOCUM PLATTS
ARCHITECTS

After Recording Return to:
City of Winter Park
Attn: City Clerk
401 S. Park Ave.
Winter Park, FL 32789

COMMUNITY BENEFIT AGREEMENT
(Rollins College)

This **COMMUNITY BENEFIT AGREEMENT** (the "Agreement") is made and entered into the _____ day of _____, 2024, between the **City of Winter Park, Florida**, a Florida municipality ("**City**"), whose address is 401 Park Avenue South, Winter Park, Florida 32789; **Rollins College**; a Florida non-profit corporation ("**Rollins College**"), whose address is 1000 Holt Avenue, Winter Park, Florida 32789 and **Holt Properties LLC**, a Florida limited liability company ("**Holt Properties**"), whose address is 1000 Holt Avenue, Winter Park, Florida 32789.

WHEREAS, Rollins College is a not-for-profit university located in the City which owns approximately fifty-six (56) acres which is used as its main campus (the "Main Campus");

WHEREAS, Rollins College and Holt Properties own the properties generally located south of W. Welbourne Avenue, west of S. New York Avenue, north of W. New England Avenue and east of N. Virginia Avenue as set forth on **Exhibit "A"** attached hereto ("Subject Property");

WHEREAS, the Subject Property is partially vacant and partially developed as twenty-eight (28) dwelling units ("Daniel Hunter Apartments");

WHEREAS, Rollins College desires to redevelop the Subject Property as thirty-nine (39) new dwelling units for Rollins faculty and professional staff;

WHEREAS, the City desires to ensure the orderly redevelopment of the Subject Property;

WHEREAS, Rollins College has submitted a request to amend the City's Comprehensive Plan from Commercial to Medium Density Residential, amend the Official Zoning Map from R-3 to C-3 and receive a Preliminary Conditional Use Permit for approvals to build thirty-nine (39) units plus ancillary commercial;

NOW, THEREFORE, in consideration of the premises thereof, the promises and provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, Rollins College and Holt Properties LLC agree as follows:

1. Incorporation of Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Agreement.

2. Conditional Use Permit. The following are conditions of approval:

(a) Rollins College and Holt Properties agree to prohibit the use of the dwelling units as undergraduate or graduate student housing or use for classroom instruction.

(b) The Subject Property to remain subject to ad valorem taxes unless otherwise permitted by Florida Statutes.

(c) Coffee shop and bookstore space (approximately 1,430 sq. ft.) on the first floor of the south 38 feet of the lots fronting New England Avenue shall be used as retail business space open to the public.

(d) That a final landscape plan be approved by staff that incorporates tree preservation, the preservation of the two live oak trees in the parking lot and tree buffering along Welbourne Avenue.

(e) The College shall provide to a Methods of Transportation and Construction Plan for staff approval prior to breaking ground on the Subject Property, in no event will construction staging or laydown area be placed on W. Welbourne Avenue right of way.

(f) The College shall install high quality window coverings for each unit.

(g) Lease shall be a minimum of six (6) months. Each lease shall state that only plants and patio furniture are allowed on patios and balconies.

(h) The College shall include solar energy panels on the roof.

(i) Rollins shall work with the City in order to relocate the existing powerlines on the south side of W. Welbourne Avenue between Virginia Avenue and New York Avenue to underground locations within public right-of-way in coordination with the City prior to the final Certificate of Occupancy for the project.

3. Workforce Housing Use Restriction. Rollins College and Holt Properties agree to rent the proposed thirty-nine (39) units for workforce and attainable housing to Rollins faculty and professional staff for a period of thirty (30) years from the Effective Date of this Agreement. For the purpose of this Agreement "professional staff" shall include full time employees of the following departments: Administration, Admissions, Finance, IT, Alumni Engagement, Student Services, Athletic Department and Career and Life Planning. Faculty and professional staff will be as screened by the Provost and VP for Business & Finance and Treasurer.

4. Welbourne Avenue. Rollins College agrees to reserve five feet (5') along the West Welbourne Avenue frontage of the Subject Property for the City to install on-street parking. When requested by the City, Rollins College shall grant a five-foot (5') City Services and Sidewalk Easement to the City.

5. Special Permit for Continuance of Non-Conforming Use. Pursuant to Land Development Code section 58-64(g), state that there are limited and special circumstances where overall community and public policy objectives of the city encourage, and shall be served by, the continuation of some nonconforming uses, provided said uses are not detrimental to the surrounding neighborhood and to the community values established in the city's comprehensive plan and city codes. In order to allow the continuation of a nonconforming use, the applicant must demonstrate, in this instance, that: (a) The use is capable of contributing in a positive way to the character and serves the need of the community, (b) Is compatible with, and not detrimental to, the surrounding neighborhood in terms of traffic, noise, parking, odor, light, intensity and land uses, hours of operation, landscaping, aesthetics, structural design, and density; and (c) Is consistent with the community values, objectives, and policies established in the city's comprehensive plan and City Code.

The City has reviewed the Conditional Use Permit application and the back-up material provided by Rollins College. The City hereby determines that following based on the competent and substantial evidence provided for consideration: (a) the proposed use of maintaining a portion of the non-conforming use of residential density will contribute in a positive way to the community by providing housing at below market rents in order to encourage Rollins faculty and professional staff (as defined herein) to live in the Central Business District proximate to their place of employment and within walking distance of the Central Business District's retail and restaurants. Further, this serves a need in the community of providing housing at workforce and attainable rents within the Community Redevelopment Agency (CRA) which encourage workforce housing options; (b) the proposed use is compatible with surrounding uses, to the north is a four-story mixed use project (condominiums at 25 units an acre and commercial) with a large parking garage, to the east and south are commercial uses and to the west is a mix of 2 and 3 story residential.; and (c) the Comprehensive Plan Housing Element section 3-2.0 and 3-1.1. together encourage the City to partner with private development to provide workforce and attainable housing in the City.

6. Conditional Use Permit. In exchange for the obligations set forth herein, the City agrees that the Preliminary Conditional Use Permit shall be valid for a term of five (5) years from the Effective Date of this Agreement.

7. Effective Date. This Agreement shall become effective upon the adoption of Ordinance _____ (Comp Plan Amendment); Ordinance _____ (Zoning Ordinance) and City Commission approval of the Preliminary Conditional Use Permit and the expiration of all appeal periods.

8. Notices. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the Party's name below, or at such other address or to such other person as the party shall have specified by written notice to the other Party delivered in accordance herewith.

As to City:	City of Winter Park Attn: City Manager 401 Park Avenue South Winter Park, Florida 32789
And a Copy to:	Fishback Dominick LLP Attn: Kurt Ardaman 1947 Lee Road Winter Park, Florida 32789
As to Rollins and Holt Properties:	Rollins College Attn: Ed Kania 1000 Holt Avenue Winter Park, Florida 32789
And a Copy to:	Lowndes, Drosdick, Doster, Kantor & Reed, P.A. Attn: M. Rebecca Wilson 215 N. Eola Drive Orlando, Florida 32801

9. Amendment. Except as expressly provided herein, this Agreement contains the entire agreement between the parties and may not be changed, modified, amended, waived, or cancelled except by an amendment in writing and executed by each of the parties hereto.

10. Recording. This Development Agreement may be recorded in the official records of Orange County, Florida, at the time and expense of Rollins College.

11. Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile or .pdf electronic signature by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required

12. Applicable Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in Orange County, Florida, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court

13. Binding Nature. This Agreement inures to the benefit of and is binding upon the successors or assigns in interest or the legal representatives of the parties hereto.

(SIGNATURES ON FOLLOWING PAGES)

WITNESSES:

CITY OF WINTER PARK, FLORIDA, a Florida municipality

_____
Print Name: _____
Address: _____
_____

By: _____
Name: _____
Title: _____

_____
Print Name: _____
Address: _____
_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, as _____ of the City of Winter Park, a Florida municipality, on behalf of the municipality. He (She) ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

_____
Notary Public Signature

_____
(Name typed, printed or stamped)

WITNESSES:

ROLLINS COLLEGE, a Florida non-profit corporation

_____
Print Name: _____
Address: _____
_____

By: _____
Name: _____
Title: _____

_____
Print Name: _____
Address: _____
_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, as _____ of Rollins College, a Florida non-profit corporation, on behalf of the corporation. He (She) ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

_____
Notary Public Signature

_____
(Name typed, printed or stamped)

WITNESSES:

HOLT PROPERTIES LLC, a Florida limited liability company

_____
Print Name: _____
Address: _____
_____

By: _____
Name: _____
Title: _____

_____
Print Name: _____
Address: _____
_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, as _____ of Hold Properties, LLC, a Florida limited liability company, on behalf of the company. He (She) ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

_____
Notary Public Signature

_____
(Name typed, printed or stamped)

EXHIBIT "A"

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 58, LAND DEVELOPMENT CODE, ARTICLE I, "COMPREHENSIVE PLAN" TO ADOPT IN THE FUTURE LAND USE ELEMENT, A NEW POLICY OUTLINING PERMITTED USES FOR CERTAIN PROPERTIES ON WEST NEW ENGLAND AND WELBOURNE AVENUES IN ORDER TO PROMOTE ATTAINABLE HOUSING AND AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL ON LOTS 19-21, BLOCK 40 (EXCEPT FOR THE SOUTH 38 FEET THERE OF, WITHIN THE PROPERTY AT 273 WEST NEW ENGLAND AVENUE, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, Sections 163.3184 and 163.3187, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property along with text amendments relating thereto; and

WHEREAS, this Comprehensive Plan amendment meets the requirements and criteria established by Chapter 163 and 166, Florida Statutes, including without limitation, the small-scale comprehensive plan amendment provisions of Section 163.3187, Florida Statutes; and

WHEREAS, pursuant to and in compliance with law, notice has been given to the public by publication in a newspaper of general circulation and a city-wide public notice mailed to all households in the city of the public hearings to be held; and

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on January 9, 2024, provided for participation by the public in the process, and rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on January 24, 2024 and on February 14, 2024 and provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.

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

SECTION 1. FLU MAP AMENDMENT. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" Future Land Use plan map is hereby amended so as to change the Future Land Use map designation of Commercial to

Medium Density Residential on Lots 19, 20 and 21 (less the south 38 feet thereof), Block 40, Revised Map of the Town of Winter Park, as recorded in Plat Book "A", pages 67-72 of the Public Records of Orange County, Florida.

SECTION 2. **TEXT AMENDMENT**. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan", is hereby amended by adding a new Future Land Use Element Policy within the Hannibal Square Neighborhood Planning Area "H" of the Goals, Objectives and Policies to read as follows (words that are underlined are additions; words that are ~~stricken~~ are deletions; and all other provisions of such sections not included shall remain unchanged):

PLANNING AREA H: HANNIBAL SQUARE NEIGHBORHOOD

Policy 1-H-18: Daniel Hunter Apartments Vesting and Roof Slope. The property located at 273 W. New England Avenue (Daniel Hunter Apartments) was developed as 28 residential units, these units may be rebuilt without the requirement for commercial on the first floor of the building (except for the south 38 feet thereof adjacent to New England Avenue). The Daniel Hunter Apartments and the properties at 262, 308, and 316 W. Welbourne Ave and 210 S. Virginia Avenue may be constructed consistent with the roof height as permitted in the R-3 zoning and roof slope as allowed in the Central Business District.

SECTION 3. **Codification**. Sections 2 of this Ordinance shall be incorporated into the Winter Park Comprehensive Plan. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing intent. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the Comprehensive Plan may be freely made.

SECTION 4. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 5. 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 6. Effective Date of Ordinance. The effective date of this Ordinance shall be 31 days after its adoption unless the comprehensive plan amendment(s) set forth herein is/are timely challenged in accordance with general law. If timely challenged, this Ordinance shall become effective in accordance with general 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 _____, 2024.

_____
Mayor Phillip Anderson

Attest:

_____

Rene Cranis, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" TO AMEND THE "OFFICIAL ZONING MAP" TO CHANGE FROM MEDIUM DENSITY MUTIPLE FAMILY RESIDENTIAL (R-3) DISTRICT ZONING TO CBD (C-2) DISTRICT ZONING ON THE SOUTH 38 FEET OF LOTS 19-21, BLOCK 40 AT 273 WEST NEW ENGLAND AVENUE, MORE PARTICULARLY DESCRIBED HEREIN, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the owners of property at 273 W. New England Avenue have requested a zoning map amendment consistent with the amended Comprehensive Plan, and such municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been provided to the public by publication in a newspaper of general circulation and city-wide notice mailed to all households in the city to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the Planning and Zoning Board of the City of Winter Park has recommended approval of this Ordinance at their January 9, 2024 meeting; and

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

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

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

SECTION 1. Official Zoning Map Amendment. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the zoning designation of Medium Density Multiple Family Residential (R-3) District to CBD (C-2) District zoning on the south 38 feet of Lots 19-21, Block 40, Revised map of the Town of Winter Park, as recorded in Plat Book "A", Pages 67-72, otherwise identified as the south 38 feet of 273 W. New England Avenue.

SECTION 2. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 3. Conflicts. All Ordinances or parts of Ordinances in conflict with

any of the provisions of this Ordinance are hereby repealed.

SECTION 4. Effective Date. This Ordinance shall become effective upon the adoption of this Ordinance.

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 _____, 2024.

_____
Mayor Phillip Anderson

Attest:

_____
Rene Cranis, City Clerk

Prepared by and return to.
Catherine D. Reichmann, Esq.
Brown, Garganese, Weiss & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873

DOC# 20110106240 B 10178 P 8948
03/01/2011 08 36 10 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
Martha O. Haynie, Comptroller
Orange County, FL
SA - Ret To BROWN GARGANESE WEISS & D

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this 14th day of February, 2011, between the **City of Winter Park, Florida**, a municipality, 401 Park Avenue South, Winter Park, FL 32789, ("City"), and **New England Partners, LLC**, a Florida limited liability company, P.O Box 2456, Winter Park, FL 32790, ("New England"), as follows

WITNESSETH

WHEREAS, New England is the owner of certain real property (the "Property") on Welbourne Avenue and New England Avenue in the City, being more particularly described in Exhibit "A" attached hereto

WHEREAS, for purposes of this Agreement, the Property will be referred to as the property at 316 W Welbourne Ave. (the "Welbourne Property"), and the property abutting New England Ave. (the "New England Property")

WHEREAS, in the 1991 Comprehensive Plan, the Welbourne Property was designated Multi-Family Residential with R-3 zoning, and this Comprehensive Plan designation allowed either R-3 or R-4 zoning, and had no limitation on the location of parking garages If New England had requested and received approval for rezoning the Welbourne Property to R-4 before the 2009

Comprehensive Plan amendments then up to 25 units/acre would have been allowed

WHEREAS in the 2009 Comprehensive Plan and the 2010 Land Development Code the Welbourne Property was designated Medium Density Residential and zoned R 3 which allows a maximum of 110% FAR and a maximum of 17 units/acre The only compatible zoning is R-3

WHEREAS in 2010 the City adopted Land Development Code Sections 58 71(jj) and 58-84(bb) which provide that any above grade parking garage or parking deck shall be setback at least 100 feet from any property used for single family or low density residential

WHEREAS in a 1995 amendment to the Comprehensive Plan the New England Property was designated Commerce as the future land use designation and under the 1991 Comprehensive Plan this designation allowed 45% FAR

WHEREAS in the 2009 Comprehensive Plan the New England Property was designated Commercial which now allows up to 17 units/acre and up to 100% FAR and C 3 is the only compatible zoning district

WHEREAS for the New England Property in the 2010 Land Development Code the third floor must be residential

WHEREAS the City is unable to determine the actual impact on New England of any of the changes to the Comprehensive Plan and the Land Development Code without the benefit of an actual development application which demonstrates the actual achievable density for the Property

WHEREAS on May 10 2010 the parties entered into a Tolling Agreement tolling New England s claim under Fla Stat 70 001 the Bert Harris claim to allow the parties time to discuss possible settlement of the matter

WHEREAS New England seeks damages as a result of a burden New England has alleged on its ability to develop the Property as originally contemplated prior to the City s 2009 Comprehensive Plan and 2010 Land Development Code changes The City denies both the existence of a valid Bert Harris Claim and all liability that may arise from any Bert Harris claims raised by New England

WHEREAS the parties desiring to amicably resolve the issues in the Bert Harris claim have engaged in settlement negotiations relative to same

WHEREAS after having consulted with attorneys and consultants of their choice the parties desire to amicably resolve their differences to avoid expensive and protracted litigation

WHEREAS New England and the City agree to enter into this Agreement as full and complete resolution of all issues regarding the Bert Harris claim and to provide for the mutually acceptable redevelopment of the Property

WHEREAS this Agreement is authorized by the Charter and code of the City and by Fla Stat 70 001 even though suit has not yet been filed *Charlotte County Park of Commerce LLC v Charlotte County* 927 So 2d 236 (Fla 2d DCA 2006)

WHEREAS the City has determined with New England s agreement that the terms of this Agreement protect the public interest served by the City s

Comprehensive Plan and Land Development Code and this Agreement allows the City to avoid protracted expensive litigation and the possibility of a large judgment including the payment of New England s attorneys fees the cost of which would be a burden on all taxpayers in the City

WHEREAS the City has determined with New England s agreement that the terms of this Agreement constitute the appropriate relief necessary to prevent the 2009 Comprehensive Plan and the 2010 Land Development Code amendments from inordinately burdening the Property

NOW, THEREFORE, in consideration of the terms and conditions set forth herein the parties agree as follows

1 **Incorporation of Recitals** The recitals set forth above are true and accurate and are hereby incorporated herein

2 **New England Property Land Use** Regarding the New England Property the City agrees to process New England s application to change the future land use to CBD and the zoning to C-2 The parties agree that the application shall follow the standard notice and hearing procedures The future land use shall be processed first The City agrees to waive all application fees The City acknowledges that C-2 is the only zoning category consistent with CBD land use per Table 2 Chapter 1 of the City s Comprehensive Plan

3 **Welbourne Property Land Use** Regarding the Welbourne Property the City agrees to an interpretation of Sections 58-71(jj) and 58 84(bb) of the City s Land Development Code That Section s reference to parking garage shall mean a multi-level parking garage structure designed for

commercial use and not a parking garage that is one level and part of a residential dwelling

4 **Welbourne Property Intensity** Regarding the Welbourne Property in light of New England s expenditures toward development of the Property prior to the recent Comprehensive Plan Change the City Agrees in order to settle the claim to allow maximum density of 25 units per acre so long as the R 3 zoning standards are met in all other respects In other words the Welbourne Property may develop with R-4 density (25 units/acre) subject to R 3 development standards

5 **Conditions of Effectiveness of Agreement** If approval of the Comprehensive Plan amendment and rezoning for the New England Property is not granted by the City or is challenged by an independent third party then this Agreement will be null and void and of no force and effect and the parties shall return to their former positions under the Tolling Agreement Further the parties rights positions defenses and claims in the Bert Harris Claim shall not be affected by having entered into this Agreement or by the Agreement having been voided pursuant to the provisions of this paragraph

6 **Tolling Agreement** The Tolling Agreement shall remain in effect during the pendency of the approval process for the New England Property If the approval is not granted the Tolling Agreement shall continue in accordance with its terms

7 **Release and Waiver** As a material inducement for the City to execute this Agreement New England for and on behalf of themselves and their

respective existing past and/or future partners managers employees and independent agents shareholders members officers directors including their respective successors and assigns do hereby now and forever jointly and severally release relinquish waive discharge acquit satisfy and forever discharge the City from any and all claims actions causes of action damages and costs and liability whatsoever in law or in equity whether presently known or hereafter discovered absolute or contingent which New England ever had now has or hereafter may have against the City based upon pertaining to relating to or arising out of the City s 2009 Comprehensive Plan or the 2010 amendments to the Land Development Code the application of the plan and code changes to New England s Property or the validity constitutionality or enforceability of the City s 2009 Comprehensive Plan or the 2010 amendments to the Land Development Code New England acknowledges that it is signing this Agreement with full knowledge of any and all rights it may have and that it is not relying upon any representations or warranties made by the City and New England hereby assumes the risk of any mistake of fact now known or unknown to New England

8 **Effective Date** This Agreement shall become effective as of the date it is approved by the City Commission of the City and is executed by the appropriate official of the City and New England Properties (the Effective Date)

9 **Enforcement** In the event of a default of this Agreement and as a condition of any party exercising any enforcement remedies the non defaulting party shall provide written notice of the default to the defaulting party The

defaulting party shall have ninety (90) days from receipt of such notice to cure such default If the defaulting party fails to cure within ninety (90) days then the non defaulting party shall be entitled to seek specific performance and injunctive relief and shall be entitled to an order of the court to enforce this Agreement and other equitable relief as the court may deem just

10 **Notices** All notices and other communication as required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail postage prepaid or by Federal Express Airborne Express or similar overnight delivery service addressed as follows

If to City
City of Winter Park
401 Park Avenue South
Winter Park FL 32789
Attn City Manager
Telephone 407-599-3245

With copies to
Brown Garganese Weiss & D Agresta P A
111 N Orange Ave Suite 2000
Orlando FL 32801
Attn City Attorney
Telephone 407-425-9566

If to New England
New England Partners LLC
P O Box 2456
Winter Park FL 32790
Attn Managing Member

With copies to
Rebecca Furman Esq
215 North Eola Drive
Orlando FL 32801

11 **Further Representations and Warranties** New England hereby represents and warrants that (a) New England and its general partners are each

in good standing under the laws of the State of their formation (b) New England is duly authorized to transact business in the State of Florida and (c) New England and its general partners have taken corporate and partnership action necessary to authorize this Agreement The City hereby represents and warrants that the City has the power to enter into this Agreement The parties mutually represent and warrant that this Agreement has been duly authorized by the City pursuant to the City Charter City Code and is in accord with Florida law in effect as of the Effective Date

12 **Miscellaneous**

a **Construction and Governing Law** This Agreement was drafted by all parties and therefore any ambiguity shall not be construed against any party In addition this Agreement has been executed and delivered in and should be interpreted construed and enforced pursuant to and in accordance with the laws of the State of Florida

b **Counterparts** If multiple counterparts of this Agreement are executed each shall be deemed an original but all counterparts together shall constitute one and the same instrument

c **Headings** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement

d **Entire Agreement** This Agreement sets forth all the promises agreements conditions and understandings among the parties hereto as to the subject matters referenced herein and supersedes all

prior and contemporaneous agreements understandings inducements or conditions expressed or implied oral or written except as herein contained

e **Assignments/Binding Nature** This Agreement will be binding upon and shall inure to the benefit of the City and New England and each party s subsidiaries affiliates successors and assigns Further the parties agree that they will not challenge the adoption of or the validity constitutionality or enforceability of the provisions contained within this Agreement New England shall have a right of assignment of rights and obligations under this Agreement but New England agrees not to assign its rights and obligations under this Agreement unless the transferee shall execute and deliver to the City a consent to be bound by the terms and conditions of this Agreement which consent shall be in substantially the form attached hereto as Exhibit B

f **Amendments** No change in or addition to this Agreement shall be enforceable unless evidenced by a writing executed by the parties Any such enforceable amendment(s) shall become effective on the date stipulated therein

g **Release and Waiver** Any condition to a party s obligation hereunder may be waived by that party provided such waiver is in writing However the waiver by any party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or any other provision hereof The

failure by any party to timely enforce any of the provisions of this Agreement shall not be deemed a waiver thereof

h **Invalidity** If any section phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof In the event this Agreement is invalidated by a third party then the parties hereto shall be returned to their respective legal positions as such existed on the date on day prior to the Effective Date of this Agreement

i **Integrated Agreement** Each party s obligations hereunder are dependent upon performance of the material obligations of the other party

j **Third Party Challenges** In the event that this Agreement is invalidated by a court of competent jurisdiction as a result of a challenge instituted by a third party all the rights of obligations of the parties hereto shall terminate and be of no further force and effect including without limitation any claim by New England for vested rights arising under this Agreement Further in the event this Agreement is terminated under this provision the parties hereto shall then be returned to their respective legal positions as existing on the Effective Date

k **Compromise of Disputed Claims** The parties acknowledge that this Agreement is a compromise and resolution of the

disputed claims and agree that neither this Agreement nor any action taken in furtherance of this Agreement shall ever be treated as an admission or evidence of liability by any of them for any purpose whatsoever nor shall it be admissible in Court

l **No Third Party Beneficiaries** This Agreement is intended for the sole benefit of the parties and their subsidiaries affiliates successors or assigns No other person or entity shall have any right of action hereunder or be deemed to be a third party beneficiary of any provision contained herein

m **Attorneys' Fees and Costs** Each party agrees to bear the expense of its own attorneys fees and costs in connection with the settlement of New England s Bert Harris claim and with the negotiation and preparation of this Agreement In the event a dispute or litigation arises in connection with this Agreement neither party shall be entitled to the recovery of attorneys fees or costs incurred in connection therewith whether suit be brought or not It is the specific intent of both the City and New England that each party to this Agreement bear its own attorneys fees and costs Should this Agreement become null and void under Paragraph 4 then Fla Stat §70 001 shall govern the award of attorneys fees

n **No Precedent** This Agreement does not create a precedent obligating the City to enter any other contract as to settle any other matter consistent with subsection l hereinabove

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 15TH day of FEBRUARY 2011

WITNESSES

Printed name Troy L Stevens

Printed name Jennifer Land

NEW ENGLAND PARTNERS, LLC
a Florida limited liability company

By

Printed name ROBERT P HOLD
Title MANAGING MEMBER

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15TH day of FEBRUARY 2011 by ROBERT P HOLD the MANAGING MEMBER of NEW ENGLAND PARTNERS LLC a Florida limited liability company (check one) ☒ who is personally known to me or ☐ who produced _____ as identification

Notary Public – State of Florida
Print Name BONNIE A BECKETT
My Commission expires 09/21/2011

BONNIE A. BECKETT
MY COMMISSION # DD 677183
EXPIRES September 21 2011
Bonded Thru Notary Public Underwriters

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CITY OF WINTER PARK

Kenneth W. Bradley
Kenneth W Bradley Mayor

ATTEST
Cynthia Bonham
Cıty Clerk

Date 2-15-11

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of February 2011 by Kenneth W Bradley Mayor of the CITY OF WINTER PARK a Florida municipal corporation (check one) ☑ who is personally known to me or ☐ who produced _____ as identification

JUANITA GRANT
Notary Public State of Florida
My Comm Expires Jan 15 2013
Commission # DD 852155
Bonded Through National Notary Assn

Juanita Grant
Notary Public – State of Florida
Print Name Juanita Grant
My Commission expires

G\D \C ty f W t P k\La d Development\Legal Challenge to La d D l pme t Code & Comp Plan\Toll ng Agr em t \N w E gl d Part s\Settlement Agreement 2 10 11 clean d

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LEGAL DESCRIPTION

Lots 9 10 11 and 16 Block 40 REVISED MAP OF THE TOWN OF WINTER PARK according to the plat thereof as recorded in Plat Book A Pages 67 through 72 inclusive Public Records of Orange County Florida together with the North half of the alley vacated by the City of Winter Park by instrument recorded in Official Records Book 3663 Pages 2787 and 2788 abutting the South lot line of Lots 9 10 11 and 16

EXHIBIT "A"

EXHIBIT B
[Proposed Consent by Transferee]

AGREEMENT OF TRANSFEREE

Under this Agreement of Transferee made this _____ day of _____

_____ _____

(Transferee) acknowledges and agrees as follows

1 Transferee acknowledges that _____ *[New England Partners LLC or identity of New England Partners LLC successor in interest who owns the property at the time of this agreement of Transferee]* is transferring the property located at 316 W Welbourne Avenue Winter Park Florida ('Property) to Transferee as reflected in Exhibit _____

2 Transferee acknowledges that New England Partners LLC and the City of Winter Park have entered into an Settlement Agreement dated as of _____ (copy attached) and recorded in O R Book _____ Page _____ Public Records of Orange County Florida which related to the settlement of a Bert Harris claim concerning the Property Transferee acknowledges having received a copy of said Settlement Agreement and understands all of the terms provisions conditions and limitations of that Settlement Agreement

3 In consideration for receiving the benefits of the transfer of the Property and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged Transferee agrees to be bound by all of the terms provisions conditions and limitations of that Settlement Agreement as the same may apply to the Property owned by me or in which I have an interest including the condition that the undersigned Transferee obtain this same agreement from any subsequent transferee

_____

_____

(print name)

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Jeffrey Briggs

From: Michael Dick <mtdwpfl@gmail.com>
Sent: Tuesday, January 2, 2024 6:27 PM
To: Jeffrey Briggs
Cc: Rene S Cranis
Subject: [External] Rollins W. Welbourne Staff and Faculty Apartments Development Application

[This email originated outside the City of Winter Park email system. Before clicking on hyperlinks, verify the actual address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Dear Planning & Zoning Board Members:

My name is Michael Dick and I live at Douglas Grand, 100 S. Virginia Ave., #407, Winter Park. Douglas Grand is a 68 unit, mixed-use condominium directly across the street from the proposed Rollins Staff and Faculty Apartments on W. Welbourne Ave.

BACKGROUND

Following receipt of the citywide notice announcing the Rollins apartments, I contacted Rollins' Sam Stark to request a meeting between the Rollins Team and interested Douglas Grand owners. The Rollins Team (Sam Stark, Rebecca Wilson, Randall Slocum) and approximately 20 Douglas Grand owners attended a meeting on December 19, 2023. The Rollins Team delivered a slide presentation and addressed questions and concerns expressed by Douglas Grand attendees and agreed to meet again if requested.

COMPATIBLE BUT COMPARABLE?

I would be disingenuous to say I'm pleased with the probability of attainable/workforce apartment buildings next to Douglas Grand condominiums. Although currently vacant aside from the existing DH Apartments, this site formerly contained single family homes. These lots were very briefly offered for sale a year ago by Rollins but quickly taken off the market. Rollins presents the faculty apartments as compatible with the surrounding neighborhood but the only compatibility is they provide shelter. Beyond that, these proposed staff and faculty rental units are far from comparable to Douglas Grand condos as follows:

- All of the residential units in Douglas Grand are 3 bedroom/3 bath units, averaging 2,400 sq. ft., with recent resale values averaging $1.2M with the few investor rentals of $5-6,000 per month. The proposed Rollins apartments are 1-3 bedroom/1 bath units, averaging 1,217 sq. ft. (905 sq.ft. for a 1 bedroom), and monthly rent maybe less than $2,000?.

- Douglas Grand has a parking garage offering almost 4 parking spaces per unit with little or no on-street parking necessary for its residents. The Rollins' site plan provides less than 2 spaces per residential and commercial unit (97 vs. the 100 Staff deems reasonable), thereby relying heavily on on-street parking and far from the required number of spaces per code (124).

- Douglas Grand's precast concrete/block construction is solid and durable, drastically contrasting with the Rollins apartments frame construction. We were advised by the Rollins Team that the Mediterranean architectural features and sound quality construction visible on the Rollins campus would be exported to this Welbourne property. I don't believe you'll find too many frame structures on campus, even the recently approved 300 unit student dorm, which I suspect is not entirely frame construction. And, the only Mediterranean architectural

features noticeable in the conceptual drawings are a few red, barrel tile roof overhangs. Window awnings, if fabric, will also fade after several years and don't represent the endurable attention to detail found in Rollins campus buildings. While I recognize that block construction adds an additional 20% to construction costs, this cost will be covered sooner with more than twice the permitted number of units paying rent moving forward. When I sat on the Planning & Zoning Commission years ago, we rarely opined on the method of construction of an applicant's improvements. In this case, however, the combined realities of frame construction, excessive number of significantly smaller units, and less than the required number of parking spaces, threaten to degrade the values of Douglas Grand condominiums.

The Rollins Team is asking the City for some pretty big concessions to enable this affordable rental housing project. The City would be able to put a huge check in the Comp Plan and GOPs box by approving workforce housing at this site. I don't want to be a NIMBY spoiler. I would prefer to welcome these new neighbors and support the City's initiatives but Rollins and the City must recognize and accept that Rollins' proposal as submitted clearly diminishes the values and lifestyles of Douglas Grand citizens and certain changes must be made to the plan to bring the project more in parity with Douglas Grand.

STAFF REPORT / APPLICATION SUBMISSION REQUIREMENTS

Rollins is requesting 28 more units than permitted. The one redeeming factor in considering this rather large "ask" by Rollins is the intensity of the project remains within the allowable FAR of 110%.

Rollins is requesting that the maximum 2 1/2 story code requirement along Welbourne Ave. be abandoned, allowing for 3 stories. This appears a reasonable request and provides less architectural challenges for that elevation, even though that concession increases the unit count.

Staff advises that the City has relaxed the code mandated 2.5 parking spaces per unit by requiring only 2 spaces per unit based on precedence with other developments in the Hannibal Square district. So, instead of requiring a total of 124 spaces (inclusive of the commercial components), Staff suggests that 100 spaces on this site is reasonable, yet the site plan yields only 97. Furthermore, this entire site has several protected trees and I haven't seen the required tree survey for this property (has one been done as required?). While some of these trees may well be in the way of hard construction and are allowed to be removed, it's possible, if not probable, that one or more of these trees are located on the fringe of the parking lot and will need to be protected. In this event, there may be further parking spaces removed from this challenged deficit.

Douglas Grand owners have also not reviewed signage, lighting and landscape plans if they've been provided as required, and reserve the opportunity to offer input once they are made available to the public.

REQUESTED MODIFICATIONS & REQUIREMENTS TO ROLLINS' APPLICATION

In order for me, and probably most other Douglas Grand owners, to accept the many concessions and departures from City codes and ordinances to enable this project, the Planning & Zoning Board is respectfully requested to require Rollins to incorporate the following changes to their development plan for this site:

- As recommended by Staff, please require that indented/recessed parking spaces be required along W. Welbourne Ave. with treed islands similar to Orange Ave. Furthermore, please restrict on-street parking in front of the Douglas Grand garage entrance on Welbourne to facilitate roll out dumpster trash pickup and congestion at that location with service vehicles and parked cars.
- Please require that Rollins utilizes block vs. frame construction for these apartments.
- Since a number of Douglas Grand units will look down on the project's roofs which will house air conditioning condensers and perhaps solar panels, please require that some degree of aesthetic buffering be provided, perhaps similar to those required of the Alfond Inn to benefit adjacent units' rooftop view from the Residences.

- I suspect some of the preferred yet absent Mediterranean architectural features such as arched windows and entrances, wrought iron window and balcony treatments, parapet and cornice embellishments, earthy Mediterranean colors, etc. are absent due to budget restrictions on the architect. Please challenge the Rollins Team to enhance the appearance of the buildings.
- Please recommend to the City Commission that the following concerns/conditions be memorialized in a development agreement or recorded deed restrictions vs. mere inclusion in rental lease provisions which are subject to change:
    1. Definitions of "staff" and "faculty" be provided as relates to the current and future tenants of the apartments.
    2. The apartments will remain as staff and faculty housing in perpetuity and never be reverted to student dorms or converted to condominiums unless allowed through City protocol and requiring a super majority vote of the City Commission.
    3. All window coverings visible from the outside must be uniform and made of a durable quality material. Douglas Grand's unit window coverings, for example, are white durable wood shutters. Nothing shall be affixed to any window panes. A noticeable number of Rollins campus dorm windows display a mix of tangled venetian blinds, blankets, solid shades, etc. with personalized displays taped to window panes- not what Douglas Grand owners nor any other citizen in this price point would want to view from across the street.
    4. No materials/items will be stored on balconies aside from customary balcony furniture and potted plants.

Thank you for your consideration and aligning with Douglas Grand owners and other neighbors to make this the best project for the City, its citizens and Rollins.

Respectfully submitted,

Michael Dick
407-474-6186
mtdwpfi@gmail.com

Michael Dick
mtdwpfl@gmail.com
407-474-6186

Jeffrey Briggs

From: mgbutner@gmail.com
Sent: Tuesday, January 2, 2024 6:39 PM
To: Jeffrey Briggs; Rene S Cranis; Mayor and Commissioners
Subject: [External] Rollins Proposed Subsidized Housing

[This email originated outside the City of Winter Park email system. Before clicking on hyperlinks, verify the actual address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Good evening. My name is Mark Butner and my address is 325 W. Welbourne or across the street from where Rollins would like to build a 48 unit subsidized housing complex. I am 61 ½ years old, a 4th generation Floridian and I have lived in the Winter Park area for 61 years. I attended Audubon Park elementary, Glenridge junior high, Winter Park high and UCF. I worked on Park Avenue at East India Ice Cream for 2 years while I was in college. Needless to say, I believe I have a pretty good appreciation for what the City of Winter Park has to offer its citizens and visitors and an understanding of what makes our City so special.

I do not agree with the staff recommendation that this project is appropriate (my Apologies to Mr. Briggs). Ordinarily, the code would only allow for 17 units on this property, but there are some unique circumstances that would allow Rollins to "squeeze in" 48 units. Primarily because the total square footage is ~ 81K or 103.8% of the FAR. The average square footage for each unit is ~ 1,200. The average square footage of the Douglas Grand condominiums across the street is ~ 2,500, or twice as big. While I am sure Rollins will benefit from this project, I fail to understand how the City will benefit.

- The tenants will be transient, as defined by not long term.
- I can't imagine short term residents being very civic minded.
- The tenants will have no "vested" interest in maintaining the property (and neither does Rollins based on how well they maintain their current off campus housing).
- The tenants will be of low to moderate income (why they are living in subsidized housing) and not the target demographic for the upscale restaurants and shops on Park Avenue and in the Hannibal area (no benefit to the local merchants).

1. The project is seeking a change to the comprehensive land plan to allow for 3 stories along W. Welbourne (vs. 2.5 in the code). Allowing for this height will make W. Welbourne feel like a "tunnel", which I doubt is in the best interest of the City.
2. The code requires 2.5 parking spaces / unit. The project is requesting approval for only 2 spaces / unit. The staff believes there is enough on street parking to compensate for the overflow and precedence based on other approved projects. What the staff doesn't realize is the current on street parking is utilized most of the time. We all know the City has a parking problem. Why would the City miss out on a opportunity to enforce the code and help keep our parking problem "neutral" vs. making it worse. The staff believes some of these units will have less than two cars. I would argue some units will have 3 or 4 cars, more than offsetting the units with only one car.

These 2 requests will set or continue to set the precedence for future projects in this corridor (e.g. if for some reason a developer is able to purchase the Post Office property). Please follow the code.

Please consider whether or not you would purchase a $1M residence across the street from what will be at best an average maintained, subsidized apartment complex.

I have two final thoughts;

1. I'm confused by how the City benefits from this project and,
2. If this was a referendum on a ballot and put to a City wide vote, I'm sure it would not pass.

Sincerely,

Mark Butner

Jeffrey Briggs

From: Priscilla Church <pc0113@gmail.com>
Sent: Wednesday, January 3, 2024 9:56 AM
To: Jeffrey Briggs; rcranis@cityofwinterpark.or
Subject: [External] Rollins W. Welbourne Staff & Faculty Apartment Development Application

[This email originated outside the City of Winter Park email system. Before clicking on hyperlinks, verify the actual address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Dear Planning & Zoning Board Members:

My name is Priscilla Church and I live at the Douglas Grand, 100 S Virginia Ave, Winter Park, FL 32789. As you are probably already aware, the Douglas Grand is directly across the street from the proposed development.

I attended the meeting between the "Rollins team" and Douglas Grand owners on December 19, 2023. Rollins is a great asset to the Winter Park community. I appreciated the time in providing an overview of the project and listening to owner concerns regarding the development of this property. I am hopeful that as a good neighbor, Rollins will address these concerns. If not, I am asking that members of P&Z hold Rollins accountable.

Understandably, I am disappointed that a subsidized housing facility is planned adjacent to our million dollar plus home. Nonetheless, it is the appearance of the rental facility that makes it even more distasteful. It is not at all in keeping with our classic Winter Park architecture. In addition, it will create more traffic congestion and parking issues in the area. This is a constant issue for the Winter Park central business district. Why would we exacerbate these issues by approving a multi-family rental development with insufficient parking? Rollins's presentation claims that this development will "remove the need for vehicles in/out of congested WP roads" is duplicitous. The presentation also touted "feet on the street for merchants." I seriously doubt that individuals who must live in an apartment with "below market rents" (Rollins's words) will be doing any significant shopping and dining on Park Avenue.

In order for this project to be more palatable to me and other Douglas Grand owners (based on meeting feedback to Rollins), following are issues I would like to see addressed:

- Modify the appearance of the building to look more upscale and in keeping with classic Winter Park architecture. It currently looks like low income housing and is being built using the cheapest type of construction.
- Address the parking and traffic issues this development will create. The rendering depicting Welbourne Avenue as a wide boulevard is laughable. It is usually a one-lane road with cars parked on one side.
- Provide a landscape plan in addition to what is planned for lighting and signage. Lush, well-maintained landscaping can make a huge difference in the property appearance.
- Ensure that a development agreement defines "staff" and "faculty" and this rental property will remain as such and can never revert to student housing or be converted to condominiums.
- Include in the development agreement quality, uniform window coverings and restrictions on items hung/stored on balconies.

Thank you for your consideration of my suggestions to ensure that this project does not cause devaluation of the Douglas Grand and increase current parking and traffic issues in the surrounding area, My interest is that this project be the best for the city of Winter Park and its citizens by holding Rollins to the high standards it promotes on campus.

Best regards,

Jeffrey Briggs

From: Charles Mcmenamin <chaz070@yahoo.com>
Sent: Thursday, January 4, 2024 6:01 PM
To: Jeffrey Briggs
Cc: Rene S Cranis
Subject: [External] Rollins Staff & Faculty Housing

[This email originated outside the City of Winter Park email system. Before clicking on hyperlinks, verify the actual address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Dear Members of Planning Board :

My name is Charles McMenamin and I am an owner in the Douglas Grand (DG) . My street address is 100 South Virginia Avenue Unit 405 Winter Park Florida .
My telephone number is 407 619 9512.
My condominium which is located on Welbourne Street faces the lot that Rollins plans to build their housing. Aside from the changes to the Comprehensive Plans that got my attention , I want to share with you concerns and suggestions from a couple who moved to Winter Park 13 years ago using our savings to purchase a retirement home in the highly recommended city of Winter Park .
At time of purchase , we were aware that Rollins College owned the property that we would view from our residence and that did not concern us based on the reputation that Rollins established. The lot has remained vacant and recently Rollins advertised the lots for single family luxury homes . Evidently, they believed that the homes would blend in with the DG . The offer was withdrawn.

In the recent past , a friend who was interested in purchasing a home in the DG asked me about plans for the property across the street . I told them that I would inquire and contacted the Property Management office at Rollins . I was told that Rollins had no immediate plans but suggested I view the Rollins campus . I informed the rep that I was familiar with the campus and the block construction coupled with a mix of architectural designs and the rep replied ... that is how we build at Rollins so I should not be concerned !

So , we were not concerned until we received the Public Notice of the proposed housing with a design that is best described as generic or non Rollins type . Certainly , you all can appreciate our concern with our retirement investment when you consider the following items.

- The DG recorded recent sales averaging in the $ 1.2M range and currently rents the few rentals for $5 -6K per month vs an estimated $2K per month for the Rollins rentals . Our units average 2400 sq.ft. with 3 bedrooms / 3 baths compared to an average 1217 sq.ft. and 1-3 bedrooms for the proposed Rollins .

-The Rollins apartment frame construction is dramatically different from the DG precast concrete / block construction. Their design as submitted opposes their rep comment relative to how they build at Rollins !

We were grateful when the Rollins team agreed to meet with us . However , the concern to our lifestyle and financial impact on property value combined with parking and 3 vs 2 story building

were issues that we discussed . Certainly , the need to resolve these and other issues must be resolved prior to proceeding relative to memorializing that the property can never be changed to student dormitories and restrictions on items permitted on balconies and uniform window treatments .

In summary, we look forward to someday welcoming Rollins as neighbors and ask that each of you consider the thoughts and concerns of two retirees as well as the other owners of the DG when you evaluate the plans as submitted .

Respectfully
Charles & Rosemarie McMenamin

Jeffrey Briggs

From: Fred Fischer <fischerets@gmail.com>
Sent: Friday, January 5, 2024 3:22 PM
To: Jeffrey Briggs
Subject: [External] Proposed development project for faculty and staff

[This email originated outside the City of Winter Park email system. Before clicking on hyperlinks, verify the actual address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Recently we attended a meeting between the residents of Douglas Grand and Rollins College. We live in Douglas Grand, and we have always admired the integrity of Rollins in regard to their architecture. It has always appeared substantial and nicely designed. It is a lovely campus.

You can imagine our disappointment when we saw what Rollins is proposing for their faculty and staff housing across the street from our Douglas Grand building. Our building is built like a fort! The units have 3 bedrooms, 3 baths, and approximately 2700 square feet. Rollins has proposed a housing plan made of wood construction, too many units, and inadequate parking. In other words, it looks like low income housing.

The traffic along Welbourne and South Virginia is already very busy, and the streets are not wide enough for 3 cars side-by-side. Consequently, if there is parking on one side, only one car can pass, and often cars from the opposite direction must wait. Even if the roads were wider and parking were restricted to only one side the street, the Rollins plans, which rely on additional on-street parking, are clearly untenable .Because of the added congestion and the other objections mentioned above, there appear to be no positive reasons why your proposal to replace a beautiful open field with a congested housing development would be a great idea. Also we fear that the value of our condo would be in serious jeopardy.

Respectfully,
Fred Fischer and Barbara Russo
100 S.Virginia Ave ,Unit 202
Winter Park, FL 32789

Jeffrey Briggs

From: Robert Higgins <rfhadr@icloud.com>
Sent: Wednesday, January 3, 2024 5:47 PM
To: Jeffrey Briggs; Rene S Cranis
Cc: Robert Higgins
Subject: [External] Fwd: Rollins College Proposed Faculty and Staff apartments

[This email originated outside the City of Winter Park email system. Before clicking on hyperlinks, verify the actual address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Memo to the Members of the Winter Park Planning and Zoning Board and Jeff Briggs, Planning Director Emeritus of the City of Winter Park Planning Department:

I am Robert Higgins, an owner of Unit 404 in the Douglas Grand Condominium. My street address is 100 S. Virginia Avenue, Winter Park, Florida. My telephone number is 321-972-4804. My residence is located in that portion of Douglas Grand located on Welbourne Street, which means that my unit along with 23 other residential units will face the apartment house proposed to be constructed by Rollins College along Welbourne and New England Avenues. If you will indulge me, I would like to make a few comments, criticisms and suggestions regarding the project proposed by Rollins, the significant changes that Rollins has requested to the City's Comprehensive Plans and the concessions apparently already made to Rollins by the City's Planning Department. These are my comments, but they are shaped in part by comments/concerns raised by many of my neighbors in Douglas Grand (DG).

Before beginning, I would state that I have no animus to Rollins College and have been a fan of its programs and athletic teams and understand the value in attending a smaller liberal arts school, having attended one myself. But, that being said, any expansion by the College must fit with the character of the existing structures where it wants to build and expand (I believe that statement essentially paraphrases a portion of the City's Comp Plans regarding expansion by the college), must make sense and not create economic damage to its future neighbors.

My points/comments/concerns and suggestions (if you will indulge me), and in no particular order, are:

1. I understand that Rollins and Staff are amenable to reducing the proposed property set-back line on Welbourne to allow the widening of the street and the construction of indented/recessed parking with treed bump-outs, similar to the layout of Orange Avenue. The trees would also be consistent with the trees on the DG side of the street. Also, the widening of Welbourne, even if a few feet, would lessen the potential for auto accidents along the street. It can be challenging to maneuver past large approaching vehicles when motoring on Welbourne. This would work to everyone's advantage, I believe. Residents of DG have also ask the Rollins design team to provide for, and would request that the City approve, a "no-parking" zone across from the entry/exit driveway to DG located on Welbourne. Too often large vehicles are parked across from the gates making it difficult for DG vehicles to safely exit or enter the building.

2. There is concern that Rollins will not have adequate on-site parking for the apartments. As the property is zoned R-3, I believe the Code requires 2.5 parking spaces per each apartment. So for 48 proposed

units, 120 are required. But, it appears the P&Z Staff is willing to allow Rollins to have only 100 parking spaces. It is hard to count the spaces from the printed material distributed by Staff, but it appears to show only 94, or so, spaces. And, if the City is going to require Rollins to build some small commercial spaces on New England, where are the customers of those businesses to park? In the spaces dedicated to residents? And, none of this addresses the likely-hood that some residents may have more than two vehicles and what about the inevitable visitors and guests of the residents? Where are they too park? Rollins touts this project as allowing faculty and staff to walk or bike to the campus, meaning that vehicles will for the most part remain on-site during the day. Relying on street parking for over-flow can be risky. Sometimes there are spaces on New England, Virginia and Welbourne, but often there are not. This is especially so on weekends and and at night when folks visit the restaurants and bars on West New England. There is a reason that the Code requires 2.5 spaces per apartment for multi-family residential properties. This requirement should not be waived.

What to do? Only allow the construction of a two story building? That would eleviate many likely problems. Not require Rollins to build and operate a coffee shop and book store on New England? This is more Rollins' fight than DG's, but as an observation these proposed commercial operations are not likely to be sustainable on their own and will likely need underwriting by the college. And, there is already a nice coffee shop a block west on New England. Not requiring the commercial operations could ease the inevitable parking issues.

3. Not to be too crass, but it is important to emphasize that there is considerable concern among the 42 DG residential owners about the negative financial impact on the value of their residential units caused by the construction of the apartments according to the present design. This concern is shared by the DG residential owners with units that face New York and Morse Avenues, as well as those 24 that will face the apartment house. All ships rise and fall with the same tide.

The concerns raised by owners include: A. The design and appearance of the apartments is not consistent with what is basically a Mediterranean theme of most of the buildings on the main Rollins campus; B. The construction of a wood-frame

building as opposed to concrete block is not consistent with the construction on the main campus and will lead to earlier deterioration of the structure; C. The lack of architectural detail on the building, such as trim design and window/shutter treatments, that would give it a more classic, imposing and pleasing look; and D. The design does not fit into either the City's concepts for building designs for either the Central Business District or the Hannibal Square District. The lot in question actually abuts both Districts, but the proposed apartment rendering does not resemble the buildings in either of these Districts.

This is not meant as any type of criticism against the architect or his architectural firm which were retained by Rollins. Both the architect and his firm are top-notch and carry good reputations. My supposition is that he was given a budget to work within. The design of this apartment would work well elsewhere, but just not in downtown Winter Park.

I would think that Rollins would not use this design if it were to construct a facility for its faculty on the main campus. It would just not fit in to the classic look of the campus. That being said, why should not Rollins be asked to build a classic building that would enhance downtown Winter Park? A lot of people travel on Welbourne, Virginia and New England Aves each day and especially so during major events. Will this proposed structure impress them or add to the "charm" of Winter Park? I suggest not.

There is a fairly simple fix to be had. Rollins should be required to have the architect re-work the concept of the building and increase his budget. I am sure he will do a good job. This would not be a significant financial burden on Rollins. A casual reading of the college's 2022 Financial Report, that is published on line, shows that the school is very much a profitable institution and is clearly in the black from its main purpose of educating students. As well, it appears the school generates close to $2 million dollars a year in net income from the operation of the numerous commercial properties that it owns in Winter Park. And, the college touts that it had some $438 million in its endowment accounts in 2022. So, it would not be a financial burden for the college to build a more appropriate building for the core of Winter Park. The city has been very accommodating for Rollins in the past, and the school should be willing to cooperate.

As I mentioned, there is concern among DG owners

that the apartment house will depress the values of the residential units in DG. There is apparently "word on the street" that this might happen based on the current design concept. Many DG residents are elderly, having worked long and hard to accumulate enough wealth to live comfortably in their later years and to be able to leave something for their heirs at the end of their days. For many this will be their last homes. So, you can understand that there is concern that something is coming into their neighborhood that will impact the value of their homes. We are talking about 24 homes that would be listed in the $1.2 to $1.5 million dollar range today, based upon the unit sizes. If my math is correct this represents total values in excess of $30 million. Additionally, the units that face New York and Morse Avenues are larger and have higher values than those on Welbourne. Obviously, those owners are also concerned about the loss of value in their residences.

This is not a "not in my backyard argument". I would think that each of you would have the same concerns about potential impactful changes to your neighborhoods. Concerns about money may sound harsh, but these are real concerns in today's world. I believe most residents in DG can live with Rollins as a neighbor if these foregoing concerns and the following items can be satisfactorily addressed.

4. Initially there were concerns that this is a Trojan Horse exercise to build apartments that Rollins can later change into student dormitories, but the representatives of Rollins, who met with a large group of DG residents, pledged that this is not the school's intent and are willing to memorialize that understanding into some type of developer agreement and/or recorded deed restriction. (As an aside, the DG owners were pleased that the Rollins representatives were willing to listen to their concerns and take them under advisement).

5. Creation of a Developer Agreement/Deed Restrictions to include the following: A. The property will never be converted to student housing or to a condominium; B. The balconies will not be used for storage of any materials other than customary balcony furniture and plants; C. There will be no storage of bicycles, boxes unwanted furniture, etc. on the balconies; D. The balconies shall not be used to hang/dry laundry, towels, athletic equipment, etc; E. Window treatments visible from the exterior will be of a uniform and durable product; F. Nothing to be

displayed on the window panes that are visible from the exterior; G. A/C units, solar panels and other structures on the roof shall be covered and not visible from the street or from the upper floors of DG.

I appreciate your patience and consideration of my thoughts. I hope you will accept them as being constructive, as that is my intent. Thank you.

Robert Higgins

Jeffrey Briggs

From: Peter Weldon <peterjweldon@outlook.com>
Sent: Monday, January 8, 2024 3:49 PM
To: melissavickersthomas@gmail.com; alex@stringfellowplanning.com; michaelspencer.fpna@yahoo.com; vashonmariedesigns@gmail.com; warren@warrenlindseylaw.com; cajunjim11@gmail.com; dsb328@gmail.com
Cc: Jeffrey Briggs; Randy Knight; Mayor and Commissioners
Subject: [External] Rollins Request for Faculty Housing

[This email originated outside the City of Winter Park email system. Before clicking on hyperlinks, verify the actual address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Planning and Zoning Board Members,

Rollins College has been the cultural backbone of Winter Park for over 135 years.

I supported all Rollins' expansion projects and developments during my years as a member of our Planning and Zoning Board and as your City Commissioner. In the past, all their requests added value for both the city and for the college.

However, the current request of Rollins to build a three story, 48 unit, faculty apartment facility on 1.8 acres fronting on W New England, W Welborne, and S Virginia Avenues does not meet any reasoned test of a balanced benefit for both Rollins and our city.

I strongly recommend a NO recommendation by the Planning and Zoning Board to the City Commission.

1. The requested zoning exceptions attempt to fit a square peg in a round hole. They want R4 density where it is not allowed.
2. We got rid of R4 zoning in search of less density and higher values. Putting R4 density, especially as small apartments, on this important piece of downtown property devalues the land and surrounding properties.
3. The building is likely to be left off the tax rolls.
4. The value to the city in future taxes is likely 30% or less of what could be achieved from the allowable 30 condominiums under existing R3 zoning without material zoning changes.

This proposed Rollins development DEVALUES our city to benefit the college.

Please vote NO on this project.

This proposed project shines a light on the shortcomings of our zoning code for the Central Business District. Please look closely at the current zoning on this entire block and understand the importance of permitting structured parking without penalizing Floor Area Ratio here. The potential to truly expand the Park Avenue experience west of New York Avenue depends on a more flexible approach. Please think about the potential to create value for the people of Winter Park on this block.

Regards, Pete Weldon

Jeffrey Briggs

From: Jan Munson <jantmunson@gmail.com>
Sent: Monday, January 8, 2024 12:43 PM
To: Jeffrey Briggs; Rene S Cranis; Mayor and Commissioners
Subject: [External] Proposed Rollins Staff & Faculty Housing

[This email originated outside the City of Winter Park email system. Before clicking on hyperlinks, verify the actual address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Dear Planning & Zoning Board Members & City Commissioners:

Thank you for working towards the goal of attainable workforce housing. Douglas Grand Condominium owners also appreciate being able to meet with Rollins to express our concerns about their proposal. Unfortunately, after the meeting, several of our concerns remain.

As a property owner at Douglas Grand Condominiums, I believe that that goal of attainable workforce housing can be obtained without devaluation of Douglas Grand owner's property values if certain adjustments are met.

I would like to see Rollins proposed property be built with Rollins' traditional block construction and attractive Spanish design with tile roofs presently on Rollins campus and the beautiful Alfond Hotel. This would certainly be more fitting next to Douglas Grand, the other adjacent block constructed condo building, and the historic character of Hannibal Square, and it's many attractive Spanish style block buildings.

The 5 foot wall on the roof would help with screening from ground level, but not the view for third and fourth floor Douglas Grand residential owners. Also requiring consistent window treatments, and nothing but attractive balcony furniture and plant material on balconies would be essential.

Making sure that there is a deed restriction, or other necessary measure, to prohibit students living, classes or meetings in this building into the future is vital.

Finally, parking and driving on streets adjacent to Douglas Grand and the proposed Rollins project is quite busy at many times of the day and week. Welbourne Avenue's entrance and exit from the parking garage is often quite congested, and is often only passable by waiting till one free lane opens up. A traffic study (if ordered) would show this fact. Indented/ recessed parking on this proposed property with treed bump outs along Welbourne Avenue similar to Orange Avenue would help mitigate this issue. Also, as Welbourne Avenue is already overcrowded, lowering the number of Rollins units to meet the already relaxed parking requirement of 2 spaces per unit would be very important. It is not realistic to assume only one car for each one bedroom unit. The additional cars would then be forced to look for already extremely scarce street parking.

I hope that these changes can be achieved for the good of the residents of Douglas Grand's property values, and the Rollins community.

Thank you for your consideration.

Jeffrey Briggs

From:	kirk.nalley.personal@gmail.com
Sent:	Monday, January 8, 2024 1:14 PM
To:	Jeffrey Briggs; Allison McGillis; Mayor and Commissioners
Subject:	[External] Rollins College deserves your support!

[This email originated outside the City of Winter Park email system. Before clicking on hyperlinks, verify the actual address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Dear elected and appointed officials of Winter Park,

I am contacting you today to express my support of the Rollins College faculty/staff building permit and requesting that you do the same.

Winter Park and Rollins have been community partners since 1885 and now is a time for the city to support an important venture the college is trying to establish to benefit the community.

I view this new building project as a win-win for Winter Park and Rollins. In addition to bringing more residents in to the community to support local commerce and restaurants this initiative will be among the first of its kind in the area to establish employer backed housing. This initiative must align to sustainability goals and helps reduce traffic and parking concerns too.
Please vote in favor of the Rollins initiative. Rollins needs and deserves your support today.

Sincerely,
Kirk Nalley
Winter Park resident & taxpayer
Rollins College - '93 & '01

Jeffrey Briggs

From: Robert Higgins <rfhadr@icloud.com>
Sent: Monday, January 8, 2024 12:23 PM
To: Jeffrey Briggs; Rene S Cranis
Subject: [External] Fwd: Second Memo Regarding the Rollins College Proposed Faculty and Staff Apartments

[This email originated outside the City of Winter Park email system. Before clicking on hyperlinks, verify the actual address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Second Memorandum to the City of Winter Park Planning and Zoning Department, Planning and Zoning Commission and City Commission:

Ladies and Gentlemen, my name is Robert Higgins. I am an owner of a residential condominium in the Douglas Grand Condominium (DG) in downtown Winter Park. My street address is 100 S. Virginia Avenue, though my home faces Welbourne Avenue, directly across from the site on which the college wishes to build a residential apartment house. My phone number is 321-972-4804.

This is my second communication to you regarding the request by Rollins College for significant waivers of the terms of the existing Comp Plan requirements for development of properties on land with R-3 zoning, and especially for properties that abut the Central Business District and the Hannibal Square District. I will not reiterate the concerns raised by my first communication, most of which concerns are shared by many of my neighbors in DG. But, I would like to expand on a few of those concerns, if you will indulge me.

First, let me say that I do not, per se, object to Rollins constructing a residential property across from my home. The problem is the product the college proposes to build, its size and its impact on the neighborhood. I had hoped that after a positive meeting between representatives of the college and some 25, or so, DG residents where many concerns about the project were raised and discussed that Rollins would come back to us with modifications to the plans that would not by any means stop the project, but in fact might improve it, but unfortunately that has not happened.

I understand there has been some indication that the college might address the obvious lack of sufficient on-site parking by agreeing to limit one bedroom apartments to one parking spot on site. But, what if married tenants have two vehicles? All that proposed two-step shuffle is going to do is put more cars onto the neighborhood streets creating more parking issues for customers of the businesses on West New England and the visitors who park in the area to access Park Avenue. I doubt Rollins is going to employ "parking enforcement officers" to deter "illegal parking" by faculty and staff. There is a reason that R-3 zoning requires 2.5 parking spaces per residential unit. Rollins has not shown a good reason to vary this requirement. The argument that since the City might have granted a waiver for the mandatory 2.5 spaces in the past does not justify a waiver today. If so, why bother even having the Comp Plan? There is a simple fix. Reduce the number of residential units allowed on the site, such as only allowing a two story structure or reducing the size of the third floor of the structure.

Several DG residents have focused on the need to have a Developer Agreement, Deed Restrictions or some other recorded enforceable document that would address restrictions on how the balconies of the apartments might be used, window treatments that would be viewed from the street (the current

design shows that significant portions of the apartments will be windows) and how structures and devices situated on the roof of the building will be hidden from view from the street and from DG. Apparently, Rollins has not given these concerns much weight and suggested these issues can be raised in the leases they will have with the tenants, but that leaves no method of enforcement by DG residents if the apartment balconies and windows are not kept tidy and neat, the windows become distracting and the place starts to look like a college dorm, nor does it prevent future Rollins Administrations from changing these "assurances."

Perhaps the biggest concern of most DG owners, including the commercial condominium unit owners, is the appearance of the proposed structure as represented in the rendering supplied by Rollins. Most think it is just a generic box-style building with no appeal. It is not a structure that fits with the design of the buildings on the main Rollins campus and it certainly does not enhance the "quaintness" of Winter Park, which seems to be the goal of the City Commission, business leaders and residents of Winter Park. Not to sound snotty, but this is the type of apartment better suited for cities like Fern Park or Casselberry.

As I previously advised, there is great concern that this style of structure will decrease the value of the residential units, and potentially, the commercial units in DG. This concern was been voiced by the developer of high-end multi family residences throughout Florida. The fix is easy. Tell Rollins to go back to the architect and come up with a design that conveys the spirit of the college and the residents of Winter Park. This is an easy fix for the architectural firm. A review of the many quality high-end multi-family residences that Slocum-Platts has designed can be found on the firm's website. The architect could pull one of those designs off the shelf, do a little tweaking and present a more appropriate building for the residents of Winter Park.

A real problem is that once the structure is up, it will be too late to do anything. Rollins has to be willing to do more. Once built, the school's administration leaders are likely not to spend any substantial time on site, so the look of the place will not be a concern to them. But, if they want to do something "nice" for faculty and staff the school should give them a residence that will make them proud of their homes. Given that, the Rollins tenants are more likely to maintain the place in a proper way.

It is clear that the proposed structure is not in a style consistent with the Mediterranean motif of the vast majority of buildings on the main Rollins campus. It is a simple wood frame building with no concrete base. I hazard a guess that if Rollins were to build a residential building for faculty and staff on the main campus, it would not use this proposed design. Certainly, the new 300 room dormitory to be built by Rollins on campus will not use this design. Why is that? The answer should be obvious.

Bottom line, Rollins has made many "Asks" in all of the requested waivers of the Comp Plan requirements that apply to this property. It seems the P&Z staff has rolled over and acceded to most all of the school's requests. One has to wonder if any other builder would receive the same accommodations from the P&Z staff? Residents of DG have also made a few "Asks" of the P&Z Staff and Rollins, but to date, few have received any favorable consideration.

Rollins needs to do more to create a building that the people of Winter Park will find pleasing and in "Conformity" with the style of the City. "Conformity" not only in the sense of the purpose of the building, but in "Conformity" with the look and style of the City. I suggest the proposed style of the building does not conform to the "look" of Winter Park and will do nothing to enhance either the Central Business District or the Hannibal Square District.

Rollins can afford to commission a more suitable structure that will have a "better look," and be more aesthetically pleasing and include concrete construction. A lot of people travel over Welbourne

Avenue every day and will see the structure. Will they be impressed? Will visitors to the City be impressed? The owners of the 45 DG residential units, most of whom are long time Winter Park residents who pay substantial real estate taxes and vote will see the structure every day. As it stands now, I believe that few will be impressed.

Rollins has pretty much gotten everything it has ask of the City over the years. Rollins should be willing to give back to the City and its residents by constructing a more appropriate structure. It is not a big "Ask" for the college.

I appreciate your consideration of these thoughts and your service to the citizens of Winter Park.

Robert Higgins

Jeffrey Briggs

From: Betsy Gardner <bgardner@winterpark.org>
Sent: Tuesday, January 9, 2024 2:19 PM
To: Mayor and Commissioners; Allison McGillis; Jeffrey Briggs
Subject: [External] Rollins Workforce Housing

[This email originated outside the City of Winter Park email system. Before clicking on hyperlinks, verify the actual address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Dear Mayor and Commissioners and City Staff:

I write to encourage your support for the workforce housing project being submitted this week by Rollins College.

The shortage of affordable housing units is a topic that the Chamber has brought into focus since the inception of the Winter Park Prosperity Scorecard, which has quantified in detail the urgency of our housing crisis. With single family homes now averaging over $1MM, we are seeing downstream consequences of this lack of affordability, including and especially the potential erosion of the value proposition of Rollins' place-based learning environment. What a shame to hear increasingly more about professors who live in Oviedo because they simply cannot afford to climb onto our property ladder here. Invariably, students will lose out on the benefits of dinners at home and the sense of community that has historically emerged from faculty residing in walkable proximity to the campus.

Rollins is a crown jewel of Winter Park that not only contributes richly to our quality of life, but also is a significant economic development engine for Winter Park. We must do all that we can to protect the unique experience of the Rollins learning environment while taking steps to address the crisis of housing affordability in our community, which should, if nothing else, strain the collective conscience of its leaders.

Rollins has put forth a simple and elegant solution to take the first steps to address this crisis in a way that respects the character and integrity of our land use while ensuring a diverse base of residents and a robust learning environment for its students.

I urge you to heartily endorse this thoughtful plan and move with all due haste to approve it.

Yours truly,

Betsy

Betsy Gardner, IOM
President/CEO
Winter Park Chamber of Commerce
151 West Lyman Avenue
Winter Park, FL 32789
O: (407) 643-1699
www.winterpark.org
Winter Park Chamber of Commerce
A Top 3 National Chamber of the Year

Jeffrey Briggs

From: Kathryn Sutton <kheprigolden@gmail.com>
Sent: Tuesday, January 9, 2024 2:20 PM
To: Mayor and Commissioners; Jeffrey Briggs; Rene S Cranis
Cc: Kathryn M. Sutton; Jan Munson; Michael Dick
Subject: [External] Proposed Rollins Staff and Faculty Housing Project

[This email originated outside the City of Winter Park email system. Before clicking on hyperlinks, verify the actual address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Dear Planning & Zoning Board Members, and City Commissioners:

As a Douglas Grand condominium owner, I appreciate the opportunity to file these comments on the application filed by Rollins College to construct a housing project for its staff and faculty, as well as certain commercial units on the project site. Rather than repeat comments filed by my fellow homeowners, I adopt and incorporate by specific reference the comments of Michael Dick and Jan Munson.

Further to the comments requesting that the project be designed and built with Rollins' traditional block construction and historic Spanish design, I ask that the Planning & Zoning Board members—as well as our City Commissioners—take note of the project's location. Namely, in Hannibal Square, and two blocks from the Downtown Historic District, as registered in the National Register of Historic Places.

The City of Winter Park's website addresses Historic Preservation. It reads, in pertinent part, as follows:

"Winter Park is a city recognized for its old Florida sense of place. The unique character of Winter Park is due in part to it[s] historic architecture as reflected in its vibrant downtown, gracious neighborhoods and landmark buildings."

The proposed project is located directly between the Downtown Historic District and the beautiful, culturally rich community of Hannibal Square. The Hannibal Square Heritage Center whose operations are funded, in part, through the Community Redevelopment Agency of the City of Winter Park and the Division of Cultural Affairs of the State of Florida, is an easy two block walk from the project site.

The Hannibal Square Heritage Center website reads, in pertinent part, as follows:

"Today, the City of Winter Park, known worldwide for its wealth and quality of life, is one of the most desirable addresses in Florida. *This prime location has fueled development and gentrification of Hannibal Square, with significant loss of cultural landmarks and native residents. Members of the community have rallied to preserve what is left of its heritage,* and that is where the Hannibal Square Heritage Center story begins." (emphasis added)

The modern design and non-block construction of the proposed project, combined with the added street traffic and parking it will bring to the neighborhood, are further steps along the now-lengthy paths of development and gentrification in Winter Park leading to the continued erasure of Hannibal Square's heritage and culture. The proposed design is not commensurate with the City of Winter Park's above-described "old Florida sense of place" or "unique character." Nor is it or will it ever be one of the City's or even Rollins

College's "landmark buildings." For these reasons, I ask that you please consider the adverse aesthetic, environmental, and cultural impacts of the project on the historic community in which it seeks to reside. Please strongly consider the need for mitigative design, construction, and transportation/parking improvements.

To better understand the nature of the review and consideration of the project's impact on the residents and aesthetics of the surrounding neighborhoods, historic and otherwise—I also request that you make publicly available any filings, or notes of consultations, made with the community Redevelopment Agency of the City of Winter Park, the City of Winter Park Historic Preservation Division, the Compliance and Review Section of the Florida Bureau of Historic Preservation, as well as the Florida Division of Historical Resources. Further to this request, please provide any filings and/or consultations made with the National Park Service or other Federal departments or agencies related to or otherwise referencing the Winter Park Florida Downtown Historic District, as listed in the National Register of Historic Places, and/or the Hannibal Square Heritage Center or Hannibal Square community at large.

Thank you for your time and consideration of these comments.

Sincerely,

Kathryn M. Sutton

101 S New York Ave., Unit 312
Winter Park, FL. 32789

City Commission

agenda item

item type
Public Hearings: Non Quasi-Judicial Matters

meeting date
February 28, 2024

prepared by
Randy Knight, City Manager

approved by
Randy Knight, City Manager

subject
Ordinance setting a referendum of the voters on the possible repeal of the internal combustion engine leaf blower ban

motion | recommendation
Approve the ordinance.

background
On January 12, 2022, the City Commission adopted Ordinance 3230-22 banning leaf blowers powered by internal combustion engines. The ban was to be effective 30 months following that adoption, which would be July 12, 2024. As that effective date got near, the city received significant feedback that the landscaping contractors are not ready for implementation, and they also raised concerns about the cost impact.

In addition, Senator Jason Brodeur raised concerns about the impact the ban will have on small businesses and has threatened to introduce a Bill in the Senate preempting a city's right to impose such a ban unless we can work out a compromise. Senator Brodeur and the City Manager reached the following compromise for the Commission's consideration. The City will delay enforcement of the internal combustion engine leaf blower ban until June 1, 2025. The Commission will place an ordinance repealing the ban on the March 11, 2025 ballot for the voters to decide whether to repeal the ban or keep it in place. Senator Brodeur will not file a Bill to preempt the city's rights to impose such a ban.

Attached is an ordinance that would place the question on the March 11, 2025 ballot.

strategic objectives

alternatives | other considerations

fiscal impact

attachments

1. Leaf Blower Referendum - 2-16-2024 rbk - jgc rev

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROPOSING AN AMENDMENT TO § 62-97 OF DIVISION 2 OF CHAPTER 62 OF THE CITY CODE OF ORDINANCES REGULATING THE USE AND OPERATION OF LEAF BLOWING OR YARD CLEARING EQUIPMENT POWERED BY AN INTERNAL COMBUSTION ENGINE OR MOTOR; SUBMITTING THE PROPOSED CODE AMENDMENT TO A VOTE BY THE ELECTORS OF WINTER PARK VIA REFERENDUM AT THE GENERAL CITY ELECTION TO BE HELD MARCH 11, 2025; PROVIDING FOR AMENDMENT OF CHAPTER 62 OF THE CITY CODE REGARDING RESTRICTIONS ON THE USE OF INTERNAL COMBUSTION POWERED LEAF BLOWERS IF THE CODE AMENDMENT IS ADOPTED; PROVIDING FOR THE REFERENDUM BALLOT QUESTION FOR THE PROPOSED CODE AMENDMENT; PROVIDING FOR DIRECTION TO THE CITY CLERK; PROVIDING FOR MODIFICATION BY THE CITY COMMISSION; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND EFFECTIVE DATES OF THE ORDINANCE AND CITY CODE AMENDMENT.

WHEREAS, Article VIII, § 2(b) of the Florida Constitution vests the City with all governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise power for municipal purposes except as otherwise provided by law; and

WHEREAS, the City Commission, based upon environmental and noise concerns, previously adopted an amendment to its code of ordinances barring the use of internal combustion powered leaf blowers; and

WHEREAS, the City has since received complaints regarding the practicality of an ultimate ban of internal combustion powered leaf blowers and the cost to individual citizens and local businesses of acquiring alternative replacement equipment; and

WHEREAS, the City Commission believes it to be in the best interest of the City to delay implementation of the ban until June 1, 2025 and to place the question of whether internal combustion powered leaf blowers should be prohibited on the ballot and submit such to a citywide referendum.

NOW, THEREFORE, be it enacted by the City Commission of the City of Winter Park, Florida, as follows:

Section 1. Findings of Fact. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

Section 2. Amendment to the City Code of Ordinances. The City Commission of the City of Winter Park hereby sets forth for voter consideration an amendment to § 62-97 of Division 2 of Chapter 62 of the City Code of Ordinances (the "Code Amendment"), as set forth below (words that are ~~stricken out~~ are deletions; words that are <u>underlined</u> are additions).

Sec. 62-97. - Specific prohibitions.

(a) The following acts, among others (this enumeration shall not be deemed to be exclusive), are declared to be noise disturbances in violation of this division:

***

(10) *Power tools.* Creating a noise disturbance across a residential or commercial real property line by operating or permitting the operation of any mechanically powered saw, drill, grinder, leaf blower, lawn or garden tool or similar tool between 9:00 p.m. and 7:00 a.m. the following day. ~~Regardless of the foregoing, it shall be a violation of this division to operate or permit the operation of a leaf blower that is powered by an internal combustion engine or motor between the hours of 6:00 p.m. and 7:00 a.m. the following day so as to create a noise disturbance across a residential or commercial real property line.~~

(11) *Construction activities on weekends and holidays.* Operating or permitting the operation of any piledriver, steam shovel, pneumatic hammer, derrick, steam or electric hoist, power saw, construction appliance or machine, or construction materials or equipment delivery between 6:00 p.m. on Saturday and 7:00 a.m. on the following Monday or at any time on New Year's Day, Memorial Day, July 4, Labor Day,

Thanksgiving Day or Christmas Day so as to create a noise disturbance across a residential or commercial real property line.

(12) *Power tools on Sunday.* Creating a noise disturbance across a residential or commercial real property line by operating or permitting the operation of any mechanically powered saw, drill, grinder, leaf blower, lawn or garden tool or similar tool between 9:00 p.m. on Saturday and 9:00 a.m. on Sunday. ~~Regardless of the foregoing, it is a violation of this division to operate or permit the operation of a leaf blower that is powered by an internal combustion engine or motor, between the hours of 6:00 p.m. on Saturday and 12:00 p.m. on Sunday so as to create a noise disturbance across a residential or commercial real property line.~~

(13) *Illegal open house parties.* Allowing or acquiescing in an illegal open house party, whether directly or indirectly, whether actively or passively, as an owner, lessee, or occupant of a property.

~~(14) *Phased elimination of certain leaf blowing or lawn clearing equipment.* Regardless of anything set forth in this section to the contrary, the use of a leaf blower that is powered by an internal combustion engine or motor, will be prohibited from use on any property within the city, with the exception of the Winter Park Municipal Golf Course, 30 months following enactment of this subsection.~~

Section 3. Referendum. The City Commission hereby calls a referendum election, to be held concurrently with the City's general election on March 11, 2025 (the "Referendum"), whereby the electors of the City of Winter Park shall vote on the Code Amendment. The Code Amendment will be adopted if it receives a majority of the votes cast in the Referendum.

Section 4. Ballot Question. The ballot title and summary to be placed on the ballot and voted upon in the Referendum shall be in substantially the following form:

Proposed City Code Amendment

Shall the City of Winter Park amend Article IV, Division 2, § 62-97 of its Code of Ordinances, as provided in Ordinance No. _____, to revise the City Code to regulate noise created by the use of leaf blowers consistent with those regulations regulating noise created by power tools and repeal the City's ban on the use of internal combustion powered leaf blowers?

Yes ___ or No ___

Section 5. Instructions to City Clerk. The City Clerk is hereby directed to insure that all advertising, translation and notice requirements are complied with and to coordinate all activities necessary to conduct the Referendum with the Supervisor of Elections for Orange County, and to place the above-described question on the Referendum ballot. If the Code Amendment is adopted, and after it is incorporated into the City Code, the City Clerk shall record the ordinance in accordance with § 166.041(6), Florida Statutes.

Section 6. Modification by City Commission. The City Commission is authorized, to the extent consistent with the City Charter and applicable laws, to modify by resolution the ballot question provided for herein and to modify or provide for by resolution any procedural or notice requirement for the conduct of the Referendum, all as the City Commission may deem advisable to ensure compliance with applicable laws and to ensure voters are fully informed as to the Referendum and the substance of the Code Amendment.

Section 7. Conflicts. In the event of a conflict or conflicts between this Ordinance, including the Code Amendment if adopted, and any other ordinance or provision of law, this Ordinance governs and controls to the extent of any such conflict.

Section 8. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance, including the Code Amendment if adopted, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portion hereof or hereto unless such would defeat the purpose of this Ordinance or the Code Amendment.

Section 9. Codification. If the Code Amendment is adopted by the electors of the City of Winter Park at the Referendum, the Code Amendment will be incorporated into the City's Code of Ordinances. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 10. Effective Dates. This Ordinance will become effective take effect immediately upon its final passage and adoption. The Code Amendment will take effect immediately upon adoption by the electors of the City of Winter Park at the Referendum.

PASSED AND ADOPTED this ___ day of _____, 2024 by the City Commission of the City of Winter Park, Florida.

_____
Mayor Phil Anderson

Attest: _____
City Clerk Rene Cranis