



City Commission Regular Meeting

Agenda

April 24, 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](tel:407-599-3277)) at least 48 hours in advance of the meeting.

"If a person decides to appeal any decision made by the Board with respect to any matter considered at this hearing, a record of the proceedings is needed to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F.S. 286.0105).

please note

Times are projected and subject to change.

A reception for new Seat 2 Commission will be held in the Chapman Room from 2:30 to 3:15 p.m.

1. Meeting Called to Order

2. Invocation - Reverend Shawn Garvey, First Congregational Church of Winter Park

3. Pledge of Allegiance

4. Oath of Office

5. Selection of Vice-Mayor

6. Approval of Agenda

7. Mayor's Report

- | | |
|--|------------|
| a. Green Business Award: Howell Branch Academy | 10 minutes |
| b. Proclamation for Building Safety Month | 5 minutes |
| c. Elect alternate member for MetroPlan Orlando Municipal Advisory Committee | 1 minute |
| d. Scheduling of Strategic Planning Session | 5 minutes |

8. City Manager's Report

- | | |
|--|-----------|
| a. Meeting Schedule - FY 24, Q3 and Q4 | 5 minutes |
|--|-----------|

9. City Attorney's Report

10. Non-Action Items

- | | |
|---|------------|
| a. Economic Development Advisory Board Initiatives Update | 15 minutes |
|---|------------|

11. 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.)

12. Consent Agenda

- | | |
|---|----------|
| a. Approve the minutes of the regular meeting, April 10, 2024 | 1 minute |
| b. Approve the following formal solicitations: | 1 minute |

1. L&S Diversified – RFQ7-24 – Continuing Contract for Professional Survey Consulting Services
2. Southeastern Surveying & Mapping Corporation – RFQ7-24 – Continuing Contract for Professional Survey Consulting Services
3. PowerGrid Distribution Services, LLC – IFB9-24 – Overhead to Underground Electric Conversion
4. HDD of Florida, LLC – IFB9-24 – Overhead to Underground Electric Conversion

c. Approve the following piggyback contracts:

1 minute

1. Ferguson Enterprises, LLC – Seminole County Contract #IFB-603115-18 – Assorted Concrete, Corrugated & Drainage Pipes; for goods on an as-needed basis during the term of the agreement through August 5, 2024; Amount: \$150,000
2. HP, Inc. – State of Florida Contract #43210000-23-NASPO-ACS – Computer Equipment, Peripherals, and Related Services; for goods and services on an as-needed basis during the term of the agreement through June 30, 2025; Amount: \$150,000
3. Dell Marketing LP – State of Florida Contract #43210000-23-NASPO-ACS – Computer Equipment, Peripherals, and Related Services; for goods and services on an as-needed basis during the term of the agreement through June 30, 2025; Amount: \$100,000
4. TSI Disaster Recovery, LLC – Florida Department of Environmental Protection Contract #SL005 – DEP Waterway Debris; for services on an as-needed basis during the term of the agreement through August 2, 2023; Amount: \$1,000,000
5. C & S Towing Service, Inc. – Seminole County Contract #RFP-604444-22/LNF – Towing Services; for services on an as-needed basis during the term of the agreement through March 12, 2026; Amount: \$80,000
6. Southern Switches & Contacts – FMPA Contracts #ITB 2022-34 – Substation & Generating Station Maintenance Services; for services on an as-needed basis during the term of the agreement through February 28, 2025; Amount: \$100,000

d. Approve the following contracts:

1 minute

1. RFP18-19 – AVI-SPL – Design, Install, Configure, & Maintain A/V Systems; for goods and services on an as-needed basis during the term of the agreement through December 4, 2024; Amount: \$150,000
2. RFQ7-22 – Kimley-Horn & Associates, Inc. – Transportation Planning & Engineering Services; for services on an as-needed basis

- during the term of the agreement through June 2, 2025; Amount: \$500,000
3. RFQ7-23 – Pond & Company, Inc. – Geotechnical Environmental Consulting Services; for services on an as-needed basis during the term of the agreement through May 10, 2025; Amount: \$500,000
- e. Amended and Restated Interlocal Agreement between the South Seminole North Orange County Wastewater Transmission Authority and Seminole County, Florida, and the cities of Casselberry, Maitland and Winter Park. 1 minute

13. Action Items Requiring Discussion

14. Public Hearings: Quasi-Judicial Matters

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

15. Public Hearings: Non Quasi-Judicial Matters

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

- a. Request of Andrea Jacobs on behalf of the Villa Vienda Condominium at 221 Holt Avenue for Conditional Use approval to allow five of the six existing condominiums to be used as a bed and breakfast, zoned R-3. **(Tabled from March 27, 2024 at the request of the Applicant) WITHDRAWN BY APPLICANT ON APRIL 22, 2024** 15 minutes
- b. Ordinance 3292-24 - Setting a referendum of the voters on the possible repeal of the internal combustion engine leaf blower ban. (2nd reading) **Tabled from March 27, 2024 meeting)** 30 minutes
- c. Ordinance 3295-24 - Amending Chapter 58, "Land Development Code", Article III, "Zoning" to assess and update the zoning regulations and development standards for single-family zoned properties following the 2023 revisions. (2nd reading) 10 minutes
- d. Ordinance 3296-24 - Amending Chapter 58, "Land Development Code", Article III, "Zoning" Section 58-83 "Orange Avenue Overlay District (OAO)" to revise the definitions of building story and mixed-use. (2nd Reading) 1 minute
- e. Ordinance 3297-24 - creating an ad-hoc committee to revise and update the architectural guidelines included within the OAO code and the Central Business District/Morse Boulevard Facade Design Guidelines (2nd reading) 5 minutes

16. City Commission Reports

17. Summary of Meeting Actions

18. Adjournment

**item type**

Mayor's Report

meeting date

April 24, 2024

prepared by

Victoria Tabor, Administrative Coordinator II

approved by

Randy Knight, City Manager

subject

Green Business Award: Howell Branch Academy

motion | recommendation**background**

The Department of Natural Resources and Sustainability is recognizing the Howell Branch Academy as a Bronze level Green Business. Their efforts to increase renewable energy use, teach their students about native plants, and waste diversion efforts make them stand out in our community. Mayor DeCiccio will present an award to the Howell Branch Academy after a brief presentation recognizing the Green Business.

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

1. Green Business Recognition Howell Branch Academy

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



BRONZE



Sustainability pledge:

"Howell Branch Academy aims to reduce our environmental footprint, embrace renewable energy, and promote sustainable practices. By 2032, we aim to achieve near-zero waste and approach carbon neutrality while fostering a culture of environmental responsibility among our employees and families. Through continuous improvement and effort, we pledge to lead by example in the childcare industry to teach children and their families how we can contribute to a healthier planet"

Pollinator and vegetable garden

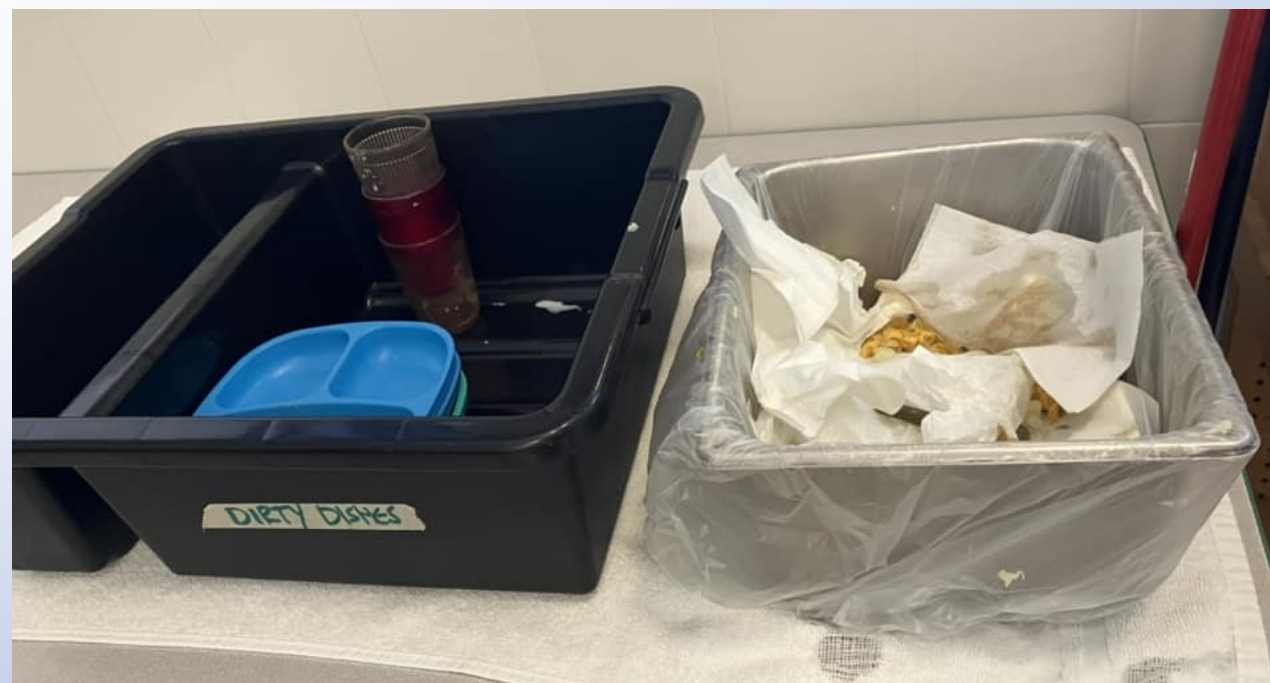


Waste diversion





Involving the students



Green Business Recognition Program



Our Green Businesses help keep our city sustainable!

BRONZE



WINTER PARK
GREEN BUSINESS
recognition program

Howell Branch
Academy

Howell Branch Academy aims to reduce our environmental footprint, embrace renewable energy, and promote sustainable practices. By 2032, we aim to achieve near-zero waste and approach carbon neutrality while fostering a culture of environmental responsibility among our employees and families. Through continuous improvement and effort, we pledge to lead by example in the childcare industry to teach children and their families how we can contribute to a healthier planet."

THANK YOU FOR YOUR OUTSTANDING EFFORTS 

THE CITY OF WINTER PARK **sustainability** DIVISION



City Commission

agenda item

item type

Mayor's Report

meeting date

April 24, 2024

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

Proclamation for Building Safety Month

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

None



City Commission

agenda item

item type

Mayor's Report

meeting date

April 24, 2024

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

Elect alternate member for MetroPlan Orlando Municipal Advisory Committee

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

None



City Commission

agenda item

item type

Mayor's Report

meeting date

April 24, 2024

prepared by

Rene Cranis, City Clerk

approved by**subject**

Scheduling of Strategic Planning Session

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

None



City Commission

agenda item

item type

City Manager's Report

meeting date

April 24, 2024

prepared by

Rene Cranis, City Clerk

approved by

Randy Knight, City Manager

subject

Meeting Schedule - FY 24, Q3 and Q4

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

1. FY 24 Q3 and Q4 Meeting Schedule

FY 24 Q3 & Q4 Commission Meetings and Work Sessions, May – September 2024

Date	Meeting/Activity
Wednesday, May 8, 2024; 3:30 p.m.	Regular Meeting
Thursday, May 9, 2024;	Work Session - TBD
Wednesday, May 22, 2024; 3:30 p.m.	Regular Meeting
Thursday, May 23, 2024;	Work Session - TBD
Wednesday, June 12, 2024	Regular Meeting
Thursday, June 13 th or Friday, June 14 th	Strategic Planning Session
Wednesday, June 26, 2024; 3:30 p.m.	Regular Meeting
Thursday, June 27, 2024;	Work Session – TBD
Wednesday, July 10, 2024; 3:30	Regular Meeting (Budget Presentation)
Thursday, July 11, 2024;	Work Session – Budget
Wednesday, July 24, 2024; 3:30	Regular Meeting
Thursday, July 25, 2024;	Work Session - Downtown Parking
Wednesday, August 14, 2024; 3:30	Regular Meeting
Thursday, August 15 th , 2024;	Work Session – CRA Budget & Project Planning
Wednesday, August 28, 2024; 3:30	Regular Meeting
Thursday, August 29, 2024;	Work Session – Old Library Reuse
Wednesday, September 11, 2024; 3:30	Regular Meeting
Thursday, September 12, 2024;	Work Session – TBD
Wednesday, September 25, 2024; 3:30	Regular Meeting (Budget Adoption)
Thursday, September 26, 2024;	Work Session – TBD



City Commission

agenda item

item type

Non-Action Items

meeting date

April 24, 2024

prepared by

Kyle Dudgeon, Assistant Division Director of
Economic Development/CRA

approved by

Randy Knight, City Manager

subject

Economic Development Advisory Board Initiatives Update

motion | recommendation

N/A

background

As part of the Commission's discussion regarding the 2023 retail strategies report, staff was directed to embark on several initiatives including new programming to assist small business, entrepreneurial, minority, and home-based businesses, updating its incentive portfolio, and reviewing how to benefit its existing businesses in its commercial corridors. Staff is providing an update presentation regarding this request.

strategic objectives

Intelligent Growth and Development
Quality of Life

alternatives | other considerations

N/A

fiscal impact

Funds have been provided as part of the budget

attachments

None



City Commission

agenda item

item type

Consent Agenda

meeting date

April 24, 2024

prepared by**approved by**

Randy Knight, City Manager

subject

Approve the minutes of the regular meeting, April 10, 2024

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

1. CC-min-2024-04-10 DRAFT



City Commission Regular Meeting Minutes

April 10, 2024 at 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

Present

Mayor Sheila DeCiccio, Commissioners Marty Sullivan, 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 3:30 p.m.

2. Invocation - Mayor Phil Anderson

3. Pledge of Allegiance

4. Oath of Office - Mayor Sheila DeCiccio

Mayor DeCiccio was administered the oath of office by her husband, Daniel DeCiccio, and daughter Emily. Mayor DeCiccio thanked Mayor Anderson for his service and leadership and presented a gift for his service.

5. Presentation to former Mayor Phil Anderson

City Manager Randy Knight highlighted the accomplishments under Mayor Anderson's leadership and presented a gavel in recognition of his service. Mayor Anderson recognized the high level of service provided by city staff.

6. Approval of Agenda

Motion made by Commissioner Weaver to approve the agenda, seconded by Commissioner Sullivan. The motion carried unanimously with a 4-0 vote.

7. Mayor's Report

8. City Manager's Report

- Stated the TDT grant process is opened and staff is working with Winter Park Playhouse for the city to purchase the building with the Playhouse as tenant. The grant request is for \$8m, \$4m for the purchase and \$4m for renovation and upgrades.
- Fairbanks Avenue was blocked in front of Walgreen's due to a sewer lateral collapse. A temporary patch was made with full repairs done overnight.
- Advised this will be IT staff member Ian Pruitt's last meeting and his replacement is Ian Crizanto.

9. City Attorney's Report

10. Non-Action Items

- a. Presentation of Annual Comprehensive Financial Report - FY 2023

Director of Finance Wes Hamil reviewed highlights of the report which was prepared by staff and audited by MSL CPAs. He explained changes in the General, Water and Wastewater and Electric Services Fund. Changes in the General Fund resulted in an increase in the general fund balance and a general fund reserve balance of 29.9%. Joel Knopp, MSL, reported the audit resulted in a clean opinion with no internal control or compliance findings or deficiencies.

11. Public Comments | 5 p.m. or soon thereafter (heard after Item 12c)

12. Consent Agenda

- a. Approve the minutes of the regular meeting, March 27, 2024
- b. Approve the following piggyback contracts:
1. Thompson Pump & Manufacturing Company – Florida Sheriffs Association Contract #FSA23-EQU21.0 – Equipment; for goods on an as-needed basis during the term of the agreement through September 30, 2025; Amount: \$80,000
 2. Step One Automotive Ford Crestview – State of Florida Contract #25100000-23-STC – Motor Vehicles; for vehicle purchases during the term of the agreement through May 16, 2025; Amount: \$325,000
 3. Duval Ford – Bradford County Sheriff's Office Contract #22-27-1.0 – Vehicle Purchasing Agreement; for vehicle purchases during the term of the agreement through September 12, 2027; Amount: \$500,000
- c. Approve the following contracts:
1. RFP2-23 - Foundation Risk - Liability Insurance Agent / Broker of Record - Amendment 1; for services on an as-needed basis during the term of the agreement through March 19, 2025; Amount: \$1,000,000
 2. FY22-49 - GolfNow, LLC - GolfNow Software; for the monthly subscription during the term of the agreement through August 22, 2024; Amount: \$55,000
 3. IFB11-23 - Lewis Outdoor Solutions - Landscape Maintenance for City Facilities - Amendment 1; for services on an as-needed basis during the term of the agreement through April 16, 2025; Amount: \$275,000
 4. RFQ6-23 – Baxter & Woodman, Inc. – Professional Stormwater Management Engineering Services – Amendment 1; for services on an as-needed basis during the term of the agreement through April 24, 2025
 5. RFQ6-23 – Geosyntec Consultants – Professional Stormwater Management Engineering Services – Amendment 1; for services on an as-needed basis during the term of the agreement through April 25, 2025

6. RFQ6-23 – Singhofen & Associates, Inc. – Professional Stormwater Management Engineering Services – Amendment 1; for services on an as-needed basis during the term of the agreement through May 2, 2025
7. RFQ7-23 - NV5, Inc. - Geotechnical & Environmental Consulting Services - Amendment 1; for services on an as-needed basis during the term of the agreement through April 27, 2025
8. RFQ7-23 – Terracon Consultants, Inc. – Geotechnical & Environmental Consulting Services – Amendment 1; for services on an as-needed basis during the term of the agreement through May 5, 2025
9. RFQ8-23 – Inspire Placemaking Collective, Inc. – General Planning Services – Amendment 1; for services on an as-needed basis during the term of the agreement through May 20, 2025
10. RFQ7-23 – Pond & Company – Geotechnical & Environmental Consulting Services; Task Order for Howell Creek Restoration; Amount: \$75,000
11. RFQ17-10 – Jacobs Engineering Group, Inc. – Continuing Engineering Services for W-WW Systems; Task Order for Lead and Copper Rule Revisions Compliance Support Services; Amount: \$149,150
- d. Approve the following purchases:
 1. Grunau Fire Protection – Halon Fire Suppression System Maintenance at Magnolia Water Treatment Plant; Amount: \$95,000
 2. MKI Services, Inc. - ABW Filter Refurbishment; Amount: \$255,000
 3. OpenGov - Facilities Management & Inventory SAAS; Amount: \$94,715

Motion made by Commissioner Cruzada to approve the Consent Agenda, seconded by Commissioner Weaver. The motion carried unanimously with a 4-0 vote.

13. Action Items Requiring Discussion

- a. Appointments to Winter Park Housing Authority Board

Motion made by Commissioner Weaver to appoint Courtney Bugia (term ends 2026) and Nancy Lewis (term ends 2027) to Winter Park Housing Authority Board, seconded by Commissioner Cruzada. The motion carried unanimously with a 4-0 vote.

- b. Winter Park Heritage Market Trail Request

Forest Michael, Michael Planning, and Peter Gottfried, Natural Systems Analysts, gave a presentation on the development of the Winter Park Heritage Market Trail. Mr. Michael reviewed available funding and grants: \$11m for trail implementation, \$12m for overpasses, and additional grants for maintenance. Mr. Gottfried sees this project as an extension of the transportation network and believes it is consistent with the Transportation Master Plan, Sustainability Action Plan, Comprehensive Plan and FDOTs Vision Zero Action Plan. He spoke about work completed thus far and meetings held with city transportation consultants Patel Green and Kimley Horn. He requested the approval to serve as supplemental engineers to create a master plan for this trail.

Commissioner Sullivan asked for specific funding/grant sources, amount and qualifications. Mr. Michael said grants are available from the FDEP, State Office of Greenways and Trails and FDOT, who has indicated support for grant funding. Mr. Gottfried said the conceptual master plan will answer the questions regarding grant funding. Commissioner Sullivan asked for a scope and timeline before moving forward. Mr. Michael suggested a meeting with FDOT, a member of the commission, him and Mr. Gottfried. Commissioner Cruzada suggested including Public Works staff.

Director of Public Works and Transportation Charles Ramdatt explained that transportation consultants were selected through the RFP process and Patel and Green Associates (PGA), were selected to develop the transportation master plan. They have their teams in place and Mr. Michael and Mr. Gottfried are requesting that the city make arrangements for them to be added to those teams. The staff has been in discussions with FDOT about grants for trails/projects and received different information about the availability of funding and would like to meet with state departments, Metroplan, Mr. Michael and Mr. Gottfried.

Mr. Michael offered to coordinate a meeting with Mr. Ramdatt, any member of the commission, and with FDOT and/or FDEP. Mr. Gottfried said he believes they can be added to an existing contract to provide expertise if they have demonstrated skills and experience that the consultant may not have on staff.

Mr. Knight said contractors can hire subcontractors for a project but feels it is inappropriate for the city to ask them to add a subcontractor. He suggested the next step would be a meeting with FDOT to clarify available funding.

Commissioner Weaver suggested a work session and Commissioner Sullivan suggested a member of the commission meet with the FDOT, FDEP, Mr. Gottfried and Mr. Michael to determine any potential funding and then take to a work session. The consensus was for Mr. Gottfried and Mr. Michael to coordinate a meeting with Mr. Ramdatt, FDOT, FDEP and Commissioner Sullivan.

14. Public Hearings: Quasi-Judicial Matters

15. Public Hearings: Non Quasi-Judicial Matters

- a. Ordinance 3292-24 - Setting a referendum of the voters on the possible repeal of the internal combustion engine leaf blower ban. (2nd reading) **Tabled to April 24, 2024 by Commission in the March 27, 2024 meeting.)**
- b. Ordinance - Amending Chapter 58, "Land Development Code", Article III, "Zoning" to assess and update the zoning regulations and development standards for single-family zoned properties following the 2023 revisions. (1st reading)

Attorney Ardaman read the ordinance by title. Senior Planner John Harbilas reviewed changes to the single-family regulations and responded to questions. There were no public comments.

Motion made by Mayor DeCiccio to approve the ordinance on first reading, seconded by Commissioner Weaver. Upon a roll call vote, Commissioners Sullivan, Cruzada and Weaver and Mayor DeCiccio voted yes. The motion carried unanimously with a 4-0 vote.

- c. Ordinance - Amending Chapter 58, "Land Development Code", Article III, "Zoning" Section 58-83 "Orange Avenue Overlay District (OAO)" to revise the definitions of building story and mixed-use. (1st Reading)

Attorney Ardaman read the ordinance by title. Director of Planning and Zoning Allison McGillis said this ordinance clarifies regulations discussed as part of the first project approved under the OAO. Commissioner Weaver suggested amending the definition in the single-family zoning regulations to mirror the definition in this ordinance. (To be modified for 2nd reading).

Mayor DeCiccio suggested disbanding the OAO Appearance Review Board as she feels it may not be needed with the clarified regulations and because it has met only once since the adoption of the OAO. Commissioner Weaver suggested that the scope of the Appearance Review Board be expanded to review architectural guidelines rather than disbanding one board and creating and appointing board members to an ad hoc committee.

There were no public comments. **Motion made by Commissioner Cruzada to approve the ordinance on first reading, seconded by Commissioner Weaver. Upon a roll call vote, Commissioners Sullivan, Cruzada and Weaver and Mayor DeCiccio voted yes. The motion carried unanimously with a 4-0 vote.**

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

Mr. Newton Kindlund, 280 Stirling Avenue, spoke about the hazards of the bridge on Stirling Avenue and asked about the status of repairs that were budgeted and should have started. Assistant Director of Public Works Don Marcotte said the project has been redesigned, geotechnical testing being done and the project may be completed by the dry season of next year. He said the bridge is structurally sound but the pedestrian rail is in disrepair. Staff will keep Mr. Kindlund informed of progress.

15. Public Hearings: Non Quasi-Judicial Matters (continued)

- d. Ordinances to create two ad-hoc committees:
- To revise and update the architectural guidelines included within the OAO code; and
 - To revise and update the Central Business District/Morse Boulevard Facade Design Guidelines.

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

Mrs. McGillis said these ordinances create two ad hoc committees - one for the OAO and the other for the CBD/Morse Blvd. to review design guidelines and make recommendations.

Commissioner Sullivan suggested the existing OAO Appearance Review Board (ARB) review the design guidelines for the OAO. Mayor DeCiccio feels that with better design guidelines, the ARB could be disbanded. Discussion followed on having the ARB review guidelines in addition to reviewing projects. The commission discussed at length the feasibility of adding this task to the current ARB or creating one committee to review guidelines for both areas, followed by discussion of size of the board, membership and qualifications, appointment responsibilities.

There were no public comments.

Motion made by Commissioner Cruzada to amend the ordinance creating one ad hoc committee of seven members (3 appointed by the Mayor and one appointed by each commissioner), seconded by Commissioner Weaver. Upon a roll call vote, Commissioner Sullivan, Cruzada and Weaver and Mayor DeCiccio voted yes. The motion carried with a 4-0 vote.

16. City Commission Reports

Commissioner Sullivan –

- WP Housing Authority properties will be managed by a single entity, rather than internally, and he is hoping affordable housing areas will improve with change. Ms. del Valle added that \$500k has been appropriated in the Federal budget for affordable housing; however, the President has not yet signed the budget.

Commissioner Cruzada, -

- The Seminole County Housing Authority has been successful with internal management of functions as opposed to a management consultant. It may be in the best interest of the WPHOA to internalize management functions in order to utilize money for renovations or redevelopment. Discussion followed on the effectiveness of internal versus external management, and it was recommended that notice be made of any potential meeting between Commissioners Sullivan and Cruzada.

Commissioner Weaver

- The National Young Composers Challenge, where music composed by young artists is performed by the Orlando Philharmonic Orchestra, is Sunday at Steinmetz Hall.

17. Summary of Meeting Actions

- Administered Oath of Office to Mayor DeCiccio.
- Recognized Mayor Anderson for his service.
- Received report on TDT grant application for Winter Park Playhouse.
- Staff to provide updates to Mr. Kindlund on the Stirling Avenue bridge repairs.
- Approved the Consent Agenda.
- Appointed two members to Winter Park Housing Authority.

- Received presentation on the Heritage Market Trail. Mr. Gottfried and Mr. Michael to coordinate meeting with FDOT, FDEP, staff and Commissioner Sullivan.
- Tabled ordinance for referendum on leaf blowers.
- Approve ordinance amending single-family zoning regulations.
- Approved ordinance amending OAO definitions.
- Approved combined ordinance for one ad hoc committee of seven members to review design guidelines for CBD/Morse Blvd. and OAO.

18. Adjournment

The meeting was adjourned at 5:43 p.m.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis



City Commission

agenda item

item type

Consent Agenda

meeting date

April 24, 2024

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

Approve the following formal solicitations:

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

None

**item type**

Consent Agenda

meeting date

April 24, 2024

prepared by

Rebecca Watt, Procurement Agent

approved by

Randy Knight, City Manager

subject

1. L&S Diversified – RFQ7-24 – Continuing Contract for Professional Survey Consulting Services
2. Southeastern Surveying & Mapping Corporation – RFQ7-24 – Continuing Contract for Professional Survey Consulting Services
3. PowerGrid Distribution Services, LLC – IFB9-24 – Overhead to Underground Electric Conversion
4. HDD of Florida, LLC – IFB9-24 – Overhead to Underground Electric Conversion

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1-2. A formal solicitation was issued on February 8, 2024, with responses due on March 19, 2024, and we received eight (8) submittals. Staff shortlisted and received presentations from the top five (5) ranked firms and is recommending the award of the selected vendors.
3-4. A formal solicitation was issued on February 12, 2024, with responses due on April 2, 2024, and we received seven (7) responsive bids. Staff is recommending award to the lowest bidders. Projects will be assigned at the direction of the Electric Utility Director.

strategic objectives

Fiscal Stewardship.

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in the following approved budgets:

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

attachments

None



City Commission

agenda item

item type

Consent Agenda

meeting date

April 24, 2024

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

Approve the following piggyback contracts:

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

None

**item type**

Consent Agenda

meeting date

April 24, 2024

prepared by

Rebecca Watt, Procurement Agent

approved by

Randy Knight, City Manager

subject

1. Ferguson Enterprises, LLC – Seminole County Contract #IFB-603115-18 – Assorted Concrete, Corrugated & Drainage Pipes; for goods on an as-needed basis during the term of the agreement through August 5, 2024; Amount: \$150,000
2. HP, Inc. – State of Florida Contract #43210000-23-NASPO-ACS – Computer Equipment, Peripherals, and Related Services; for goods and services on an as-needed basis during the term of the agreement through June 30, 2025; Amount: \$150,000
3. Dell Marketing LP – State of Florida Contract #43210000-23-NASPO-ACS – Computer Equipment, Peripherals, and Related Services; for goods and services on an as-needed basis during the term of the agreement through June 30, 2025; Amount: \$100,000
4. TSI Disaster Recovery, LLC – Florida Department of Environmental Protection Contract #SL005 – DEP Waterway Debris; for services on an as-needed basis during the term of the agreement through August 2, 2023; Amount: \$1,000,000
5. C & S Towing Service, Inc. – Seminole County Contract #RFP-604444-22/LNF – Towing Services; for services on an as-needed basis during the term of the agreement through March 12, 2026; Amount: \$80,000
6. Southern Switches & Contacts – FMPA Contracts #ITB 2022-34 – Substation & Generating Station Maintenance Services; for services on an as-needed basis during the term of the agreement through February 28, 2025; Amount: \$100,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. The Originating Agency (Seminole County) issued a formal solicitation to award this contract in FY18.
2. The Originating Agency (State of Florida) issued a formal solicitation to award this contract in FY23.
3. The Originating Agency (State of Florida) issued a formal solicitation to award this contract in FY23.
4. The Originating Agency (FDEP) issued a formal solicitation to award this contract in

FY20.

5. The Originating Agency (Seminole County) issued a formal solicitation to award this contract in FY22.
6. The Originating Agency (FMPA) issued a formal solicitation to award this contract in FY22.

strategic objectives

Fiscal Stewardship.

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in the following approved budget:

1. Stormwater Capital Projects Fund
2. General Fund
3. General Fund
4. Grant Fund
5. General Fund
6. Electric Utility Fund

attachments

None



City Commission

agenda item

item type

Consent Agenda

meeting date

April 24, 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

April 24, 2024

prepared by

Rebecca Watt, Procurement Agent

approved by

Randy Knight, City Manager

subject

1. RFP18-19 – AVI-SPL – Design, Install, Configure, & Maintain A/V Systems; for goods and services on an as-needed basis during the term of the agreement through December 4, 2024; Amount: \$150,000
2. RFQ7-22 – Kimley-Horn & Associates, Inc. – Transportation Planning & Engineering Services; for services on an as-needed basis during the term of the agreement through June 2, 2025; Amount: \$500,000
3. RFQ7-23 – Pond & Company, Inc. – Geotechnical Environmental Consulting Services; for services on an as-needed basis during the term of the agreement through May 10, 2025; Amount: \$500,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. A formal solicitation was issued in FY19 and has been renewed in accordance with the original executed Agreement.
2. A formal solicitation was issued in FY22 and has been renewed in accordance with the original executed Agreement. Additional funds are needed for the upcoming projects: Denning Trail South of Orange to Mead Gardens Design, Downtown Parking Study, and SR-426 Signal Design.
3. A formal solicitation was issued in FY23 and has been renewed in accordance with the original executed Agreement.

strategic objectives

Fiscal Stewardship.

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in the following approved budget:

1-2. General Fund

3. Each task order will be brought to the City Commission with the funding source listed.

attachments

None



City Commission

agenda item

item type

Consent Agenda

meeting date

April 24, 2024

prepared by

David Zusi, Director of Water and Wastewater
Utilities

approved by

Randy Knight, City Manager

subject

Amended and Restated Interlocal Agreement between the South Seminole North Orange County Wastewater Transmission Authority and Seminole County, Florida, and the cities of Casselberry, Maitland and Winter Park.

motion | recommendation

Recommend approval by the City Commission

background

The City of Winter has been a member of a regional wastewater transmission authority known as SSNOCWTA since 1978. The other Authority members are the City of Casselberry, the City of Maitland, and Seminole County. Wastewater generated by the above authority members is pumped to the Iron Bridge Regional Water Reclamation Facility owned and operated by the City of Orlando. The amended agreement makes some minor changes to the Agreement that have been reviewed and agreed to by all the Authority members.

strategic objectives

Continued wastewater collection level of service.

alternatives | other considerations

N/A

fiscal impact

The changes to the Agreement have no additional financial impact on the City.

attachments

1. Final Amended and Restated Interlocal Agreement for Execution 4.4.24 (clean)

FINAL

Prepared by:
Anthony A. Garganese, Esq.
Garganese, Weiss, D'Agresta and Salzman
111 N. Orange Ave., Suite 2000
P.O. Box 2873
Orlando, Florida 32802-2873

AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN THE SOUTH SEMINOLE NORTH ORANGE COUNTY WASTEWATER
TRANSMISSION AUTHORITY AND SEMINOLE COUNTY, FLORIDA, AND THE CITIES OF
CASSELBERRY, MAITLAND AND WINTER PARK

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT, hereinafter referred to as the “Agreement”, made and entered as of the ____ day of _____, 2024, by and between the **SOUTH SEMINOLE AND NORTH ORANGE COUNTY WASTEWATER TRANSMISSION AUTHORITY**, an independent special district of the State of Florida, hereinafter referred to as the “AUTHORITY”, and **SEMINOLE COUNTY, FLORIDA**, a political subdivision of the State of Florida (“County”), **CITY OF CASSELBERRY**, a Florida municipal corporation (“Casselberry”), **CITY OF MAITLAND**, a Florida municipality (“Maitland”), and **CITY OF WINTER PARK**, a Florida municipal corporation (“Winter Park”), hereinafter collectively referred to as the “MEMBER ENTITIES or Parties, or hereinafter singularly referred to as a “MEMBER ENTITY”.”

WITNESSETH:

WHEREAS, the City of Orlando, hereinafter referred to as “Orlando,” and the “member entities,” collectively, the City of Maitland, City of Casselberry, City of Winter Park, and Seminole County, for several years, cooperated with each other and with state and federal agencies in the planning, development, construction and operation of a regional Wastewater treatment and disposal facility in accordance with Public Law 92-500 (this facility is hereinafter referred to as the “Facility” or “Iron Bridge” and is defined in Section 1(i) below); and

WHEREAS, the AUTHORITY was created by Chapter 78-617, Laws of Florida, Special Acts of 1978, to function as the agency through which the Wastewater generated within the AUTHORITY's legislated boundaries was to be and has been transmitted to the Facility; and

WHEREAS, the Florida Legislature adopted Chapter 2021-259, Laws of Florida, effective June 29, 2021, amending and replacing Chapter 78-617, Laws of Florida, Special Acts of 1978, hereinafter the "Act" or "Enabling Act;" and

WHEREAS, Orlando has constructed and operated the Facility, and, since 1982, by interlocal agreements between the AUTHORITY and Orlando, Orlando received, for treatment, Wastewater collected from the MEMBER ENTITIES and transmitted to Iron Bridge through the AUTHORITY's "System;" and

WHEREAS, to evidence their respective understandings, the MEMBER ENTITIES and the AUTHORITY have, from time to time, executed interlocal agreements and addenda to them (hereinafter referred to as "Interlocal Agreements") outlining their respective rights, covenants, and obligations; and

WHEREAS, it is now in the interest of the AUTHORITY and its MEMBER ENTITIES to update, clarify, and specify in greater detail the mutual and respective rights, privileges, and obligations of the parties with respect to the utilization of the System and the payment for it; and

WHEREAS, this Amended and Restated Interlocal Agreement is intended to replace the previously entered into Interlocal Agreements between the AUTHORITY and the MEMBER ENTITIES concerning the same subject matter and be controlling.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth on the part of both parties to be kept and performed, the parties hereby mutually agree as follows:

SECTION 1. DEFINITIONS

The following definitions apply to this Agreement:

(a) “Act” or “Enabling Act” means Chapter 2021-259, Laws of Florida, effective June 29, 2021, amending and replacing Chapter 78-617, Laws of Florida, Special Acts of 1978.

(b) “AUTHORITY”, in all capital letters, means the South Seminole and North Orange County Wastewater Transmission Authority created by the Act.

(c) “Agreement” means this Amended and Restated Interlocal Agreement and any amendments or supplements to it.

(d) “Board” means the members of the governing body of the South Seminole and North Orange County Wastewater Transmission Authority appointed to represent each government entity encompassed by the Act.

(e) “Boundary” means the geographical extent of the AUTHORITY as per the Act.

(f) “Committed Capacity” means the Wastewater flow, expressed in millions of gallons per day (MGD) that Orlando agrees will be available to treat Wastewater at the Facility throughout the term of this Agreement and the agreements between the Member Entities and Orlando for treatment of sewage collected within the member entities’ retail sewer service areas.

(g) “Committed Flow” means the average daily Wastewater flow, expressed in millions of gallons per day (MGD) that is transmitted to the Facility via the Transmission System.

(h) “MEMBER ENTITY” in all capital letters means the specific party to this Agreement other than the AUTHORITY. If used in the lower case, “member entity” means generically any governmental entity that delivers Wastewater to the facilities (System) of the AUTHORITY for transmission. Consistent with Ch. 2021-259, § 4(1), Laws of Florida, the term “member” without the term “entity” in lowercase means any appointed representative to the Board for the AUTHORITY made by the appointing governmental entities who are identified in the Act as Seminole County, Casselberry, Maitland, and Winter Park.

(i) “Facility”, e.g. “Iron Bridge” means the Wastewater treatment and disposal facility located at a site known as Iron Bridge in Seminole County, Florida.

(j) “MGD” means million gallons per day.

(k) “Non-Ad Valorem Revenues” means all revenues and receipts of the MEMBER ENTITY, other than ad valorem tax receipts, which are legally available to the MEMBER ENTITY, and are otherwise unencumbered, for use by the MEMBER ENTITY in satisfying the obligations of this Agreement.

(l) “Orlando” means the City of Orlando, a municipal corporation created and existing under the laws of the State of Florida.

(m) “System” or “Authority’s System” or “Transmission System” means Wastewater pump stations and Wastewater force and gravity mains owned by the AUTHORITY that transmit Wastewater directly to the City of Orlando Gravity Sewer System which discharges directly to Iron Bridge, as reflected by a duly adopted AUTHORITY resolution.

(n) “Wastewater” means sewage or effluent of any nature or originating from any source, including residential wastes, or industrial wastes resulting from any processes or industry, manufacture, trade, or business, or from the developer of any natural resource.

(o) “Wastewater force and gravity mains” mean those mains that transmit Wastewater only between Wastewater pump stations and the City of Orlando Gravity Sewer System which discharges directly to Iron Bridge, as reflected by a duly adopted AUTHORITY resolution.

(p) “Wastewater pump station” means the final pump station within a sanitary sewer shed to which all the Wastewater of a specified geographical area flows and that discharges directly to the City of Orlando Gravity System, which discharges directly to Iron Bridge, as reflected by a duly adopted AUTHORITY resolution.

SECTION 2. AUTHORITY OBLIGATIONS

The AUTHORITY has the following obligations:

(a) The AUTHORITY shall own, operate, and maintain the System as provided for in this Agreement.

(b) The AUTHORITY shall operate and maintain the System in accordance with applicable laws and lawful rules of all regulatory agencies having jurisdiction. The Authority will

ultimately be responsible to state and federal regulatory agencies if violations or fines are assigned as a result of a failure of the Authority's System.

(i) The AUTHORITY shall provide for the operation and maintenance of the System in such manner as to comply with the terms of the Enabling Act, which provides that the AUTHORITY shall contract the daily operation and maintenance of its system to one or more of the MEMBER ENTITIES or to a private contractor.

(ii) As to the operation, repair, and maintenance of the System, the AUTHORITY has assigned lift station, equipment, and service areas to each MEMBER ENTITY as shown in Exhibit A, attached to and incorporated in this Agreement by reference, to avoid duplication of services. Exhibit A may be amended from time to time by resolution upon unanimous vote by the Board and does not require an amendment to this Agreement. The AUTHORITY shall maintain the most current version of Exhibit A in its records.

(iii) As to capital improvement projects, the AUTHORITY shall contract with private contractors pursuant to applicable competitive bidding procedures and thresholds, unless a majority of all the members of the Board elect to waive bidding procedures for a particular contract. To obtain the professional or technical services for capital improvement projects, the AUTHORITY shall comply with the competitive negotiation procedures set forth in Section 287.055, Florida Statutes (2023), as this statute may be subsequently amended.

(c) The AUTHORITY shall receive from the MEMBER ENTITY, subject to Section 5 of this Agreement, Wastewater on a metered bulk delivered basis at one (1) or more lift stations, as identified in Exhibit A attached to and incorporated in this Agreement by reference, and shall transport this Wastewater through its System to the point of connection to the City of Orlando gravity interceptor manhole located at the intersection of Dean Road and McCullough Road near the Orange-Seminole County line in conformity with law and the rules of all regulatory authorities having jurisdiction.

(d) The AUTHORITY shall coordinate with its MEMBER ENTITIES the planning and construction of additions to the System to provide Wastewater transmission service to present and future population centers within the AUTHORITY's Boundary in a timely manner. The AUTHORITY shall also coordinate such planning and programs with those of the appropriate municipal, county, state, and federal agencies. The local share of the costs of such expansions of the system will be paid by the MEMBER ENTITY or MEMBER ENTITIES to be served by the expansion, unless the Board unanimously approves allocating such costs uniformly to all MEMBER ENTITIES of the AUTHORITY's System.

(e) The AUTHORITY shall install, calibrate, and read meters and other devices to provide data necessary in the determination of the flow of Wastewater and the calculation of charges due from the MEMBER ENTITY for the transportation, treatment, and disposal of Wastewater and, on or before the tenth (10th) day of each calendar month, report the figures of the actual flows of each of the MEMBER ENTITIES for the preceding month to Orlando and to all of the MEMBER ENTITIES.

(f) The AUTHORITY shall check the accuracy of each metering installation at least once every year or such other times as may be requested by Orlando or the MEMBER ENTITY. If found to be in error from true accuracy, the meter must be recalibrated by the AUTHORITY in a timely manner.

(g) The AUTHORITY shall prepare, approve, adopt, execute and, if necessary, amend an annual budget for the AUTHORITY for each fiscal year the AUTHORITY is in existence. The budget system must be established in accordance with any applicable Bond Resolution, will control the finances of the AUTHORITY, must conform with the requirements of law and this Agreement, and must be governed by sound financial practices and generally accepted accounting principles. The budget must be balanced so that the total of the estimated receipts, including balances brought forward, equals the total of the appropriations and reserves.

(h) The Authority will be responsible for master planning of the Authority's System and oversight of the operation of the entire System to ensure efficient operations.

(i) The Authority shall prepare, approve, adopt, and update annually an Emergency Management Plan.

SECTION 3. MEMBER ENTITY OBLIGATIONS

Each MEMBER ENTITY has the following obligations:

(a) The MEMBER ENTITY shall deliver up to its Committed Capacity of Wastewater to the System.

(b) The MEMBER ENTITY shall pay the monthly invoice prepared and provided to the MEMBER ENTITY by the AUTHORITY for the costs associated with operation and maintenance of the System, System administrative costs, capital charges, capital improvements, annual debt service charges, and bond covenant charges as further described by Exhibit B. The invoice must be paid within thirty (30) days of receipt by the MEMBER ENTITY.

(c) The MEMBER ENTITY shall maintain its sewage collection system, force mains, and lift stations in such manner as to comply with county, state, and federal regulatory agencies.

(d) The MEMBER ENTITY shall require the pretreatment of industrial wastes when they are not amenable to treatment with normal domestic sewage before accepting industrial waste for transmission. The MEMBER ENTITY shall also refuse to accept industrial wastes when not sufficiently pretreated to standards as set by the Board or state or federal regulatory authorities or the owner of Iron Bridge.

(e) The MEMBER ENTITY shall direct a surveillance and enforcement program to ensure compliance by its industrial and commercial customers.

(f) The MEMBER ENTITY shall provide operation and maintenance of each of the lift stations and force main pipelines within MEMBER ENTITY's respective service area, as identified in Exhibit A. Maintenance responsibilities consist of the duties outlined in Exhibit A in addition to any other repair or replacements necessary to ensure the proper operation of the lift stations,

force mains, piping, and associated equipment within the MEMBER ENTITY's service area, except for flow meters as stated in Section 2(e). If the MEMBER ENTITY is unable to perform certain maintenance responsibilities within its service area, the AUTHORITY will provide a contractor to perform the maintenance. Further, MEMBER ENTITY shall comply with the AUTHORITY's adopted Design Procedures and Technical Standards, which may be amended from time to time. The Board shall set a maximum limit for MEMBER ENTITY's repair or replacement costs within its service area by resolution. If the cost of a repair or replacement project exceeds the maximum limit, the AUTHORITY will be responsible for the entire cost. However, if such repair or replacement is made necessary as a result of a MEMBER ENTITY's negligence or inadequate operation and maintenance as determined by an independent expert consulting professional engineer retained by the AUTHORITY in accordance with standard operating procedures prevailing in the industry, then the MEMBER ENTITY shall pay for the costs of repair or replacement necessitated thereby, or payment of such additional costs by the AUTHORITY may be approved by a majority vote of the Board.

(g) The MEMBER ENTITY shall provide mutual aid to those MEMBER ENTITIES who may require such aid from time to time. If the MEMBER ENTITY receives mutual aid services from another MEMBER ENTITY for responsibilities or obligations under this Agreement, the MEMBER ENTITY shall pay the other MEMBER ENTITY providing the service for the costs incurred for such services as may be agreed upon between the MEMBER ENTITY and the other member.

SECTION 4. MEMBER ENTITY FEE COLLECTION OBLIGATIONS

Each MEMBER ENTITY has these additional obligations:

(a) The MEMBER ENTITY shall develop and establish a system to charge and collect from all users of its collection system charges sufficient to pay the following:

(i) the cost of operation and maintenance of its Wastewater collection system;

(ii) the debt service requirements, if any, of all its outstanding bonds secured by a pledge of revenue of its Wastewater collection system; and

(iii) all sums becoming due to the AUTHORITY pursuant to this Agreement.

(b) The MEMBER ENTITY shall budget, appropriate, and pay to the AUTHORITY from such fees and charges, and, only to the extent absolutely necessary (when all of the MEMBER ENTITY's funds derived from its user charge system, as described above, have been exhausted) from other legally available Non-Ad Valorem Revenues of the MEMBER ENTITY, all sums from time to time becoming due under the Agreement before the fees and charges becomes delinquent. Such covenant and agreement does not give the AUTHORITY a prior claim on the MEMBER ENTITY's Non-Ad Valorem Revenues, nor does it give the AUTHORITY or its bondholders the power to require the MEMBER ENTITY to levy and collect any Non-Ad Valorem Revenues other than those generated by the MEMBER ENTITY's user charge. Accordingly, such covenant and agreement does not constitute or create a lien on or pledge of any of the MEMBER ENTITY's Non-Ad Valorem Revenues nor does it prevent or preclude MEMBER ENTITY from issuing obligations payable from and secured by a prior lien upon and pledge of any portion of any of such legally available Non-Ad Valorem Revenues.

SECTION 5. SYSTEM AND SERVICE AREAS

(a) The committed facility capacities are allocated to each MEMBER ENTITY as shown in Exhibit "C." Changes or adjustments to the Committed Capacities allotted to MEMBER ENTITIES in Exhibit "C" or allocations to new member entities may be approved by the AUTHORITY and MEMBER ENTITIES as an amendment to this Agreement. If the change or adjustment requested by a MEMBER ENTITY or new member entity requires an increase in the total Committed Capacities above the total stated in Exhibit "C," the additional capacity must first be preliminarily approved by the Board, and if preliminarily approved by the Board, the AUTHORITY's Executive Director will meet with Orlando to discuss the availability of additional capacity. If Iron Bridge has existing capacity for the additional flow, the additional capacities will

be subject to the approval of the Parties by written amendment to this Agreement. If Iron Bridge does not have existing capacity, however, capacity could be increased by undertaking a capital improvement project. The extent and cost of the capital improvement project for increased capacity must be reviewed and approved by the Parties by written amendment to this Agreement. In its review, the Board shall also determine if the cost for the capital improvement project for additional capacity will be the responsibility of the member entity making the request for additional capacity or divided among each MEMBER ENTITY based on the Committed Capacities in Exhibit "C". The allotted Committed Capacities to new member entities will be subject to the approval of the AUTHORITY and MEMBER ENTITIES pursuant to Section 6(c) of this Agreement.

(b) For the lift stations identified in Exhibit A of the Agreement, any existing force main and any existing metering points identified in Exhibit A being utilized as part of the System will become the property of the AUTHORITY in accordance with the terms of the Enabling Act. Exhibit A may be amended by resolution and unanimous vote of the Board and does not require an amendment to this Agreement.

(c) Any temporary cessation of Wastewater transmission services resulting from necessary maintenance work, breakdown of or damage to machinery, pumps or pipelines, acts of God, fire, strikes, casualty, insurrection, riot, civil disorder, or military authority will not constitute a breach of this Agreement on the part of either party, and neither party will be liable to the other for damage resulting from such temporary cessation of services.

(d) The parties shall cooperate with each other and with Orlando in the continued development and utilization of the capacity of the Facility and, to that end, shall provide each other with advance planning data as to projected growth and additional flow requirements so that the AUTHORITY can continuously predetermine its needs to provide transportation capacity.

(e) The parties shall provide each other with all necessary information pertinent to each system and service area that any federal, state, or local agencies may require in any application for financial assistance in the repair or expansion of the System or the MEMBER

ENTITY's collection facilities. Further, the MEMBER ENTITY and the AUTHORITY shall use their best efforts to adopt such rules and regulations, execute such agreements, and do such work as such agencies may require as part of the AUTHORITY's or the MEMBER ENTITY's applications for funds and, to the extent not unreasonable, meet such requirements regarding future applications for funds. The AUTHORITY and the MEMBER ENTITIES shall not unreasonably withhold cooperation from each other regarding these matters.

(f) The obligation of the MEMBER ENTITY to pay all sums due under this Agreement does not and will not constitute a general obligation or an indebtedness of the MEMBER ENTITY within the meaning of any constitutional or statutory limitation or provision.

(g) Sanitary sewer overflow ("SSO") incidents must be reported to the appropriate state or federal agency by the MEMBER ENTITY within whose jurisdiction the incident occurs on behalf of the AUTHORITY. The AUTHORITY hereby gives each MEMBER ENTITY the right and the ability to report SSO incidents on behalf of the AUTHORITY and requires that each MEMBER ENTITY that reports an incident provide the AUTHORITY with copies of all documents pertaining to the incident and the reporting.

SECTION 6. COMMITTED CAPACITY

(a) The AUTHORITY may receive from any MEMBER ENTITY within the Boundary and deliver Wastewater flows in excess of that MEMBER ENTITY'S Committed Capacity to Orlando.

(b) Charges for a MEMBER ENTITY exceeding its Committed Capacity will be invoiced to the MEMBER ENTITY. The calculation for these charges will be set by AUTHORITY resolution.

(c) Allotted Committed Capacity to a new member entity under this Agreement will be subject to the approval of the AUTHORITY and MEMBER ENTITIES. New member entities will also be required to become a party to this Agreement before delivering wastewater to the facilities of the Authority for transmission.

SECTION 7. PAYMENTS

The prompt payments to the AUTHORITY by the MEMBER ENTITIES of all AUTHORITY's charges becoming due under the term of this Agreement is of the essence of this Agreement. If any payment is not made in full when due, the deficiency will be added to the next invoice. The MEMBER ENTITY shall pay all reasonable costs and expenses, including attorneys' fees, incurred by the AUTHORITY by reason of MEMBER ENTITY's failure to pay in full all payments when due. This provision does not operate to limit the rights of the AUTHORITY to proceed immediately as provided in the Enabling Act to enforce the payment of amounts in default.

SECTION 8. CONTROLLING LAW

This Agreement is entered into pursuant to and is designed to accomplish the purposes of Chapter 78-617, Laws of Florida, as amended and restated by Chapter 2021-259, Laws of Florida.

SECTION 9. AMENDMENT AND ASSIGNMENT

(a) This Agreement may be modified by amendment agreed to by the Parties, but no amendments may reduce the payments required to be made to the AUTHORITY to such extent as to impair the debt service requirements of the AUTHORITY's Bonds or the fiscal ability of the AUTHORITY to operate and maintain the System in its most efficient manner. No amendment to this Agreement may be made without a similar amendment to the corresponding agreement with each MEMBER ENTITY executed with the same formality as this Agreement.

(b) This Agreement may be assigned by the MEMBER ENTITY with the written permission of the AUTHORITY (which permission must not be unreasonably withheld) upon a showing satisfactory to the AUTHORITY that the assignee has a capability equal to that of the MEMBER ENTITY to fully comply with all MEMBER ENTITY's covenants and agreements in this Agreement and upon submission to the AUTHORITY of a written assumption by the assignee of all the obligations of the assignor under this Agreement. Upon such valid execution of the

assignment, the obligations of MEMBER ENTITY under this Agreement will cease and become the full responsibility of the assignee. This Section does not affect the rights of the MEMBER ENTITY to assign or receive assignment of Committed Capacity of Wastewater from other member entities as elsewhere provided in the Agreement.

SECTION 10. IMPAIRMENT

Nothing in this Agreement operates to impair the full performance of the covenants of the MEMBER ENTITY contained in its contracts with the holders of outstanding bonds of the MEMBER ENTITY.

SECTION 11. ENTIRE AGREEMENT

The entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

SECTION 12. EMPLOYEE STATUS

Persons employed by AUTHORITY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of any MEMBER ENTITY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to MEMBER ENTITY's officers and employees either by operation of law or by MEMBER ENTITY. Persons employed by any MEMBER ENTITY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of AUTHORITY or any of the other MEMBER ENTITIES, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to AUTHORITY's or any of the other MEMBER ENTITIES' officers and employees either by operation of law or by the AUTHORITY or any other MEMBER ENTITY.

SECTION 13. NOTICE

Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

As to MEMBER ENTITIES:

SEMINOLE COUNTY
Director, Seminole County Utilities Department
500 W. Lake Mary Blvd.
Sanford, FL 32773

CITY OF CASSELBERRY
Attn: City Manager
95 Triplet Lake Drive
Casselberry, FL 32707

CITY OF MAITLAND
Attn: City Manager
1776 Independence Lane
Maitland, FL 32751

CITY OF WINTER PARK
Attn: City Manager
401 South Park Avenue
Winter Park, FL 32789

As to AUTHORITY:

SOUTH SEMINOLE NORTH ORANGE COUNTY WASTEWATER TRANSMISSION AUTHORITY
Executive Director
410 Lake Howell Road
Maitland, Florida 32751

SECTION 14. PARTIES BOUND

This Agreement is binding upon and inures to the benefit of AUTHORITY and MEMBER ENTITIES, and their successors and assigns.

SECTION 15. CONFLICT OF INTEREST

(a) The parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), as this statute may be subsequently amended, relating to ethics in government.

(b) Each party hereby certifies that none of its officers, agents, or employees have any material interest (as defined in Section 112.312(15), Florida Statutes (2023), as this statute may be subsequently amended, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

SECTION 16. SEVERABILITY

If any provision or application of this Agreement to any person or circumstance is held invalid, then it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

SECTION 17. PUBLIC RECORDS LAW

(a) AUTHORITY and MEMBER ENTITIES acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), as this statute may be subsequently amended, to release public records to persons from the public upon request. AUTHORITY and MEMBER ENTITIES acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), as this statute may be subsequently amended, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching party may terminate this Agreement immediately upon written notice to the breaching party.

SECTION 18. HEADINGS AND CAPTIONS

All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and do not define, describe, interpret, or construe any provision of this Agreement.

SECTION 19. EFFECTIVE DATE

The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

SECTION 20. TERM AND TERMINATION

This Agreement will remain in effect until the Act is modified or repealed, unless amended by mutual agreement of MEMBER ENTITIES and AUTHORITY.

SECTION 21. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

[signature pages to follow]

IN WITNESS WHEREOF, the parties have made and executed this Agreement in five (5) counterparts, each of which will be deemed an original, as of _____, but actually executed by the parties on _____, 2024.

**SOUTH SEMINOLE AND NORTH ORANGE
COUNTY WASTEWATER TRANSMISSION
AUTHORITY**

By: _____
Title: Randy Knight, Chairman

ATTEST:

By: _____
Ed Gil de Rubio, Executive Director

Approved as to form and
legal sufficiency.

Anthony A. Garganese, General Counsel

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance of
Seminole County only

Approved as to form and
legal sufficiency.

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

County Attorney

CITY OF CASSELBERRY, FLORIDA

ATTEST:

By: _____
David Henson, Mayor

By: _____
Donna G. Gardner, City Clerk

Date: _____

Approved as to form and legal sufficiency:

By: _____
Catherine D. Reischmann, City Attorney

CITY OF MAITLAND, FLORIDA

ATTEST:

By: _____
John Lowndes, Mayor

By: _____
Lori Hollingsworth, City Clerk

Date: _____

Approved as to form and legal sufficiency:

By: _____
Cliff Shepard, City Attorney

CITY OF WINTER PARK, FLORIDA

ATTEST:

By: _____
Sheila DeCiccio, Mayor

By: _____
Rene Cranis, City Clerk

Date: _____

Approved as to form and legal sufficiency:

By: _____
Kurt Ardaman, City Attorney

EXHIBIT A
MEMBER MAINTENANCE REQUIREMENTS, LIFT STATION ASSIGNMENTS
AND SERVICE AREAS

Each MEMBER ENTITY shall maintain the Lift Stations assigned to them per the Table below according to their respective Maintenance and Standard Operating Procedures. The Authority shall maintain the flow meters associated with each lift station and the specific Meters per the Table below:

MEMBER ENTITY Lift Station Assignments:

<u>Station Name</u>	<u>Member Entity Name</u>	<u>Member Entity Number</u>	<u>Authority Number</u>
Maitland Master PS		1	7
Seminole County			
Aloma Park PS	Aloma Park Master	SE261	25
Tanglewood PS	Tanglewood Master	SE318	13
Kewannee PS	Kewannee Trail	SE391	33
Arrow Place PS	Wyantdot (308)	SE383	32
Indian Hills PS	Waverly	SE344	5
Sunshadow PS	Shadow Apts Master	SE315	27
Deer Run PS	Kings Pointe	SE335	2
Tuskawilla Point PS	Tuscawilla Point Master	SE401	19
Sunrise/Willa Springs PS	Willa Springs Villas	SE321	15
Consumers PS	Consumer Master	SE319	14
Tuskawilla Estates PS	Tuscawilla Estates PS	SE431	35
Master Meter	-		38
Aloma Bend Meter	Aloma Bend	-	24
Dean Road Meter	-	-	22
Lakes of Aloma PS	Lakes of Aloma Master	SE316	20
Park Place PS	Park Place at Aloma	SE433	36
Clifton Park PS	Clifton Park	SE408	29
Bear Creek	Bear Creek Master	SE336	23
Clayton Crossing Meter	-	-	28
Clayton Crossing PS	Clayton Crossing	SE399	39
Winter Park			
Forsyth PS		34	21
Villa Cordova PS		39	18
Winter Park Estates PS		68	11
Monterrey PS		46	17
Winter Park Aloma Meter		-	34
Winter Park Central PS		70	9

Casselberry			
Five Points PS	Five Points MLS	21	3
Legacy Park PS	Legacy Park MLS	91	31
Eagle Circle PS	Eagle Circle MLS	36	6
Marigold PS	Marigold MLS	20	4
Central Five PS	Central Five MLS	34	26
Jefferson Lake PS	Jefferson Lake MLS	95	37
Lake Ann PS	Lake Ann MLS	65	30
Sagittarius PS	Sagittarius MLS	40	10
Eastrbook PS	Eastrbook MLS	37	12
Howell Creek PS	Howell Creek MLS	72	8
Grayson Square PS	Grayson Sq MLS	97	40

MEMBER ENTITY Service Areas:

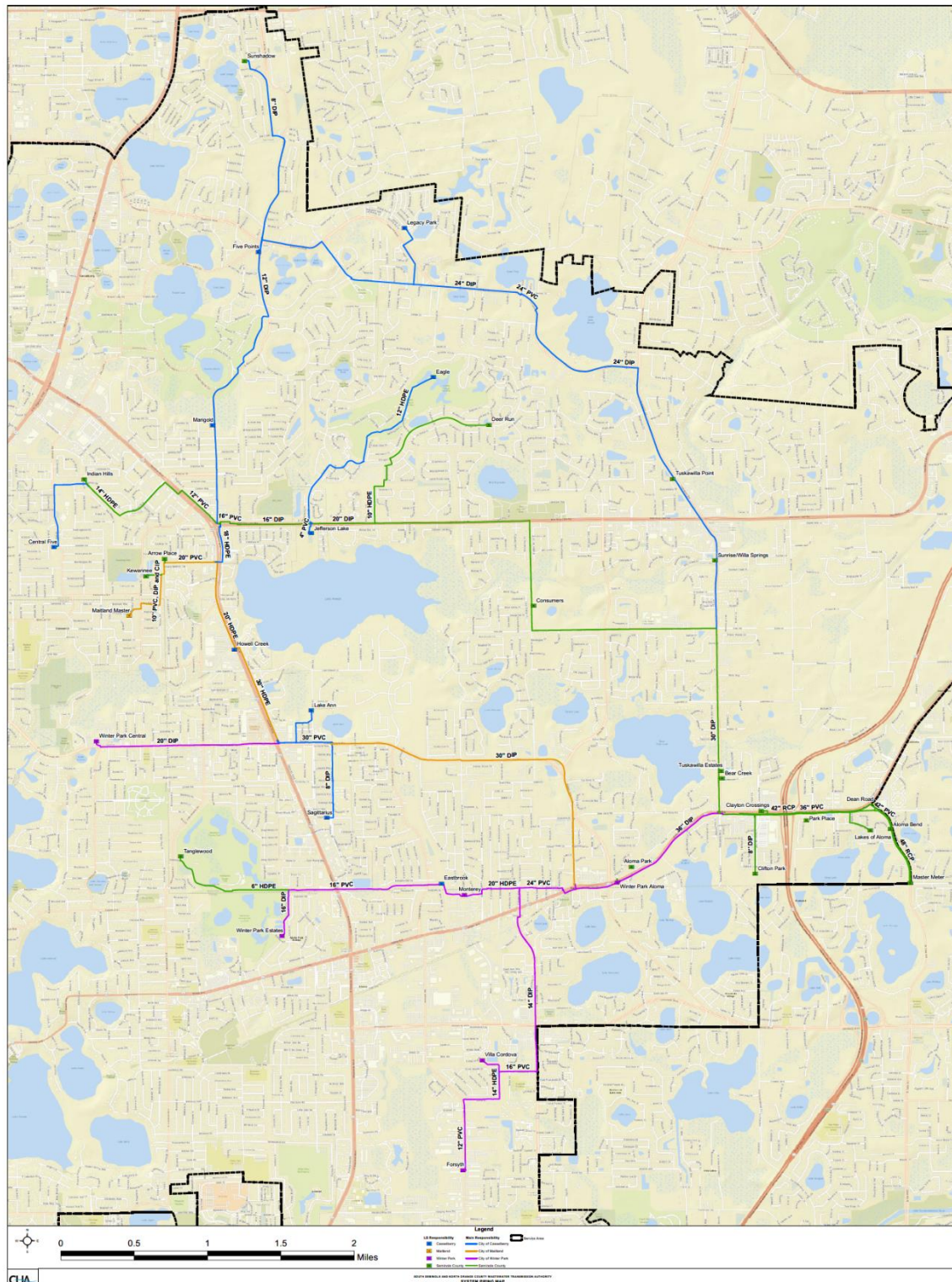


EXHIBIT B
FEE COMPONENTS

AUTHORITY and MEMBER ENTITIES agree that rates for transmission of MEMBER ENTITY's sewage will be based on a reasonable application of the Fee Components set forth below, with such rates being set by the AUTHORITY's Board, and in accordance an agreement between the parties prior to actual transmission of sewage to the Facility. AUTHORITY shall afford the lowest rates for transmission of MEMBER ENTITY's sewage as AUTHORITY makes available to any other user of the same classification whose service area lies within the Boundary.

FEE COMPONENTS 1 –

AUTHORITY OPERATION AND MAINTENANCE

CRITERIA – ALL MEMBERS

Basic rate per gallon will be calculated by dividing the total of all Committed Flows through the Transmission System into budgeted Operation and Maintenance Expenditures reduced by revenue obtained from other than the provision of sewer transmission service.

DEFINITIONS – AS IT PERTAINS TO EXHIBIT B:

1. **Committed Capacities** – The Average Daily Capacity, expressed in millions of gallons per day (MGD) which Orlando agrees will be available at Iron Bridge throughout the term of this Agreement and the agreement between the AUTHORITY and Orlando for treatment of sewage collected within a MEMBER ENTITY's retail service area during a 12-month period. The 12-month period shall be the AUTHORITY's fiscal year.

2. **Operation and Maintenance Expenditure** – Those expenditures incurred in the Operation and Maintenance of the System and appurtenant facilities, including, but not limited to, the following types of cost: Executive Salaries; Salaries and Wages – Regular Employees; Employee Benefits; Insurance; Traveling Expense; Training; Telephone and Internet; Postage; Auto Allowance; Rents and Leases; Electric; Gas; Water and Sanitation Charges; Subscriptions and Memberships; Repairs and Maintenance; Advertising and Legal Notices; Professional

Services; Other Services; Cleaning and Janitorial Supplies; Electrical; Hardware and Plumbing; Chemicals; Paint; Gasoline, Lubricants and Grease; Parts for Equipment; other materials, equipment and supplies. These Operations and Maintenance Expenditures will be maintained in a separate cost center limited to those utilized directly to the operation, management and maintenance of the Transmission System.

3. **Budgeted Operation and Maintenance Expenditures** – Expenditures that are budgeted by the AUTHORITY for a 12-month period for which rates are to be set and based on the AUTHORITY fiscal year.

**FEE COMPONENT 2 –
SYSTEM ADMINISTRATION COSTS NOT
INCLUDED IN FEE COMPONENT 1 ABOVE**

CRITERIA – ALL MEMBERS

Two (2) types of administration costs will be recognized:

I. **AUTHORITY Administrative and Supervisory Personnel**. Administrative Personnel costs, including direct compensation, fringe benefits and payroll taxes, and materials and supplies will be accumulated in a separate cost center. The Fee Component will be calculated on a per-gallon rate by taking the annual expenses (A) under this cost center and dividing this by the total of all Committed Capacities through the Transmission System (Q), s.e., Administration Costs – Type I = A/Q .

II. **Specific Administration Costs Authorized by the AUTHORITY Board of Directors and Enabling Legislation**. The Fee Component for specific administration costs authorized by the AUTHORITY Board and the Enabling Act will be calculated on a per-gallon rate in the same manner as Administration Costs – Type I at one hundred percent (100%) of such costs.

DEFINITIONS – AS IT PERTAINS TO EXHIBIT B:

1. Personnel Costs, Including Personal Services, Materials, and Supplies – Collectively, those types of items as identified under the definition of Operation and Maintenance Expenditures described under Fee Component 1.

2. Total Number of AUTHORITY Employees – The total number of Board-approved positions that are allocated in the separate cost center which is to be established for the AUTHORITY.

FEE COMPONENT 3 – ANNUAL DEBT SERVICE CHARGES

CRITERIA – ALL MEMBERS

1. Annual Principal Costs. MEMBER ENTITY shall pay the AUTHORITY the MEMBER ENTITY's share of the Annual Principal Costs, and to continue paying the same thereafter, irrespective of MEMBER ENTITY's use or nonuse of the Transmission System.

MEMBER ENTITY's share of the Annual Principal Costs will be determined by dividing its Committed Capacity by the aggregate of all Committed Capacities of all Members. At the time of execution of this Agreement, the number of Members and the Committed Capacities are known and are listed in the Table contained in Exhibit "C". Each MEMBER ENTITY's share of the Annual Principal Costs will be that "Percentage of Committed System Capacity" appearing opposite its name in Exhibit "C".

The MEMBER ENTITY's monthly payment will be computed as follows: Monthly Principal Payment = annual Bond Principal times percentage share, as shown in Exhibit "C" divided by twelve (12). These payments will continue until the Bonds are paid in full. Credit will be given when the Reserve Fund is applied to the final payment(s) due under the Bonds.

2. Annual Interest Costs. MEMBER ENTITY shall pay the AUTHORITY the MEMBER ENTITY's share of the Interest due, as Annual Interest Costs, and to continue paying the same

thereafter, irrespective of MEMBER ENTITY's use or nonuse of the System on that or any later date.

MEMBER ENTITY's share of the Annual Interest Costs will be determined by dividing its Committed Capacity, as per Exhibit "C", as may be amended, by the aggregate of all Committed Capacities of all Members responsible for repayment of the debt.

The MEMBER ENTITY's monthly payment will be computed as follows: Monthly interest Payment = Annual Bond Interest times percentage share, as per Exhibit "C", divided by twelve (12). These payments will continue until the bonds are paid in full.

**FEE COMPONENT 4 –
OTHER PAYMENTS NECESSARY TO MEET COVENANTS
MADE TO SECURE HOLDERS OF AUTHORITY BONDS**

CRITERIA – ALL MEMBERS

1. Reserve Fund: MEMBER ENTITY shall pay to the AUTHORITY its share of the Bond Interest and Principal for deposit in the Reserve Fund. No payment will be required for the Reserve Fund so long as the amount in the Reserve Fund is equal to the Reserve Requirement required to be maintained by the Bond Resolution.

2. Renewal and Replacement Fund: MEMBER ENTITY shall pay to the AUTHORITY its share of the Renewal and Replacement Fund. MEMBER ENTITY's share of this amount will be its percentage shown in Exhibit "C". No payment will be required for the Renewal and Replacement Fund so long as the amount in the Renewal and Replacement Fund is maintained at the level required by the Bond Resolution or such other amount as may be determined by resolution of the Board in accordance with the Bond Resolution.

3. Any deficiencies in the Reserve Fund or the Renewal and Replacement Fund will be subsequently restored from the first monies available in the Revenue Fund as described in the Bond Resolution.

4. For the retirement of the AUTHORITY's obligations under its Bonds, the AUTHORITY shall budget the Revenue Fund to take into account that all funds remaining on deposit in the Reserve Fund will be applied to the last payment of Principal and Interest on the AUTHORITY's Bonds.

5. Depreciation Reserve Fund: Each month, the MEMBER ENTITY shall pay to the AUTHORITY its share of the Depreciation Reserve Requirement. The Depreciation Reserve requirement is determined and budgeted by the AUTHORITY each year. Amounts collected by the AUTHORITY pursuant to this section will be credited to a separate account and will be used by the AUTHORITY to pay the costs of capital improvement projects.

EXHIBIT C
COMMITTED FACILITIES CAPACITIES

	Committed Capacities	
	MGD	Percentage
Casselberry	3.395	25.71%
Winter Park	5.962	45.16%
Seminole County	2.746	20.80%
Maitland	1.100	8.33%
Total	13.203	100.00%



City Commission

agenda item

item type

Public Hearings: Non Quasi-Judicial Matters

meeting date

April 24, 2024

prepared by

Jeffrey Briggs

approved by

Randy Knight, City Manager

subject

Request of Andrea Jacobs on behalf of the Villa Vienda Condominium at 221 Holt Avenue for Conditional Use approval to allow five of the six existing condominiums to be used as a bed and breakfast, zoned R-3.

(Tabled from March 27, 2024 at the request of the Applicant) WITHDRAWN BY APPLICANT ON APRIL 22, 2024

motion | recommendation

The Planning and Zoning Board voted for approval by a 6-0 vote with the following conditions:

1. That the vacation rental units comply with the Zoning Code definition for a 'bed & breakfast'.
2. That applicable business licenses be issued as required by the City and/or State.
3. That an onsite manager shall always reside full-time on premises.

background

Five of the six owners of the Villa Vienda Condominium at 221 Holt Avenue are requesting Conditional Use approval to convert those existing five condominium units into a bed & breakfast use in order to legally use the units as an Air B&B/VRBO.

The Villa Vienda Condominium, zoned R-3, at the northeast corner of New York and Holt Avenues was constructed in 1980. It is a two-story building with three units on the first floor and three units on the second floor. Each unit is a 2-bedroom, 2-bath of about 1,150 sq. ft. in size. The condominium started with six individual owners and evolved over time into ownership by parents of college students as they acquired units for student housing, which eventually evolved that all six units were student rentals/student occupied. The applicant began acquiring units in 2006/2007 and owns five units. The sixth owner plans to continue renting his unit with a one-year lease, but is in support of this request.

The applicants operated their five condominium units as student rentals in the past but were not happy with the continual maintenance issues resulting from student rentals. Older non-students did not want to rent in the complex given the lifestyle situations of students

occupying a portion of the complex. As a result, the applicant began to operate the property as an Air B&B/VRBO without legal permission and did so for some time. City code enforcement then has prompted this application.

Proposed Use:

The applicant indicates that the primary renters of the units as vacation rentals have been college parents visiting their children along with some others drawn by family in town or special events like the art festivals. Even though the units are occupied far less, the revenue is equivalent. The applicant has gathered a number of signatures from nearby property owners in favor of their request, who enjoy the quieter atmosphere of the vacation rental occupants.

Andrea Jacobs (applicant) lives in one of the condominium units and plans to continue living there and function as an on-site manager providing supervision to the vacation rentals.

Having an on-site manager is important to ensure that short-term rental occupants do not use the units in a manner that would be a nuisance to the neighbors due to excessive noise late at night. This was important to the Planning and Zoning Board and, as such, made a condition of approval.

Code Conformance:

The Zoning Code says that bed & breakfast businesses must be 100 feet from single-family homes. The Code does not specify how one measures that distance (as crow flies or normal walking distance). In many instances, the City uses normal walking distance as was just implemented in the new Live Local Act ordinance. Using that walking distance method, this property is 104 feet from the nearest single-family property. The Zoning Code definition of 'bed and breakfast' anticipates a traditional bed and breakfast inn with only one common kitchen versus cooking facilities in each unit. (see definition below) This Conditional Use request is for a 'bed & breakfast' but in reality, they have operated as an Air B&B/VRBO with full kitchen cooking facilities in each unit, as they were originally constructed. The Zoning Code definition says you have to be one or the other. You have to either be a dwelling unit (condo/apt.) with cooking facilities or a bed & breakfast. In order to comply with the Zoning Code definition, the applicant will need to remove the cooking range/oven from each unit used in that fashion.

Bed and breakfast or boardinghouse means, a building or part thereof with nine or less rooms which is not consistent with the definition of a hotel or inn in which sleeping rooms are available for hire as lodging with or without meals and the building having only one kitchen. Where equipment for cooking or provisions for the same are included in a sleeping room, such room shall be deemed to be a dwelling unit.

Summary and Recommendation:

This is a unique scenario and an especially unique location. Like regular apartment rentals in excess of 30 days, at this prime location at the doorstep of Rollins College, the property lends itself to college student rentals to the exclusion of other rental customers. That does not serve this property well or function compatibly with the traditional neighboring single-family homes, across the street on French or Holt Avenues. It is zoned R-3 and will operate with the same or less traffic than as condos/apts. The neighbors are happy to support this request so that there is not a repeat of issues when it was student off-campus rentals.

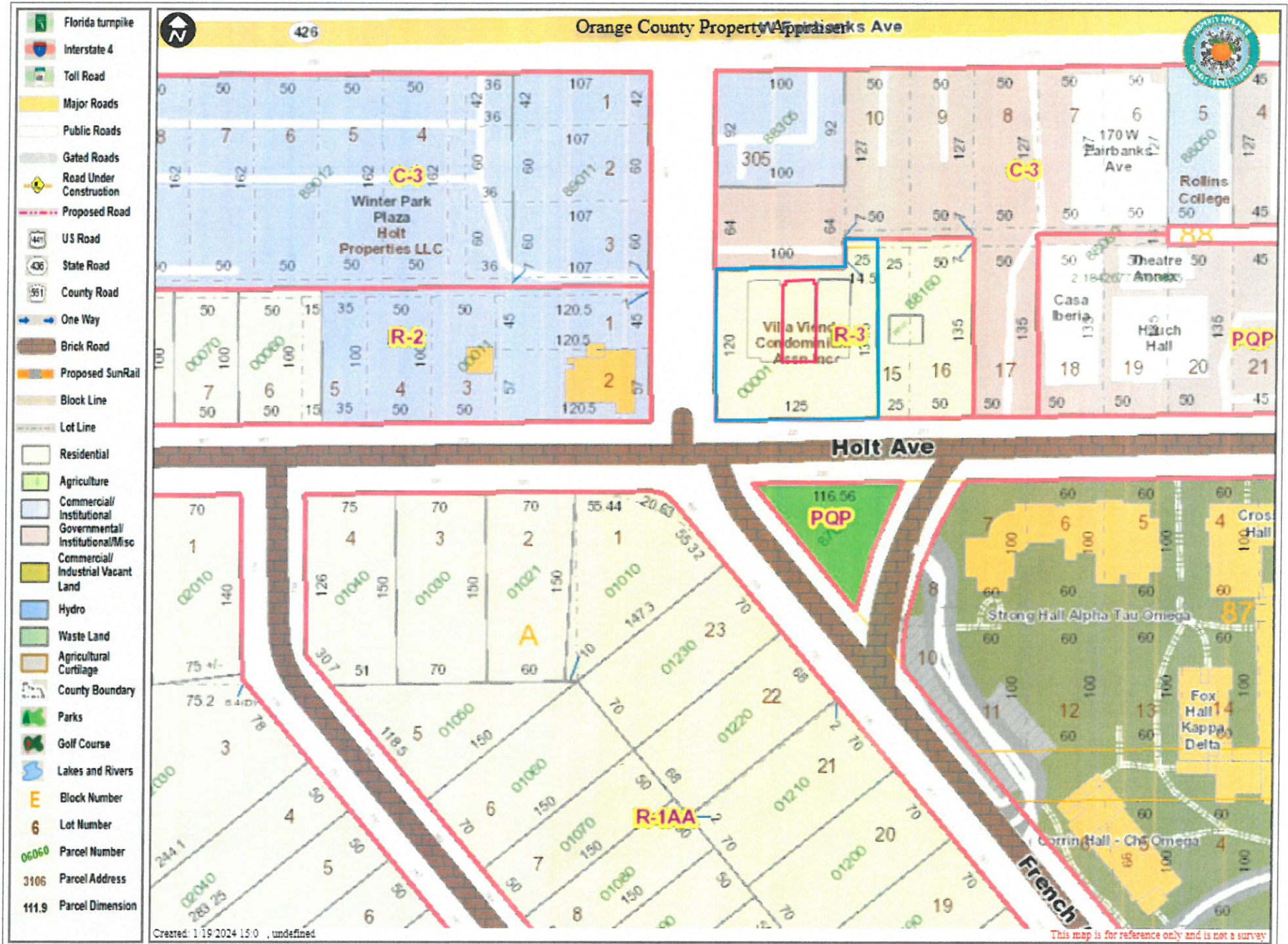
strategic objectives

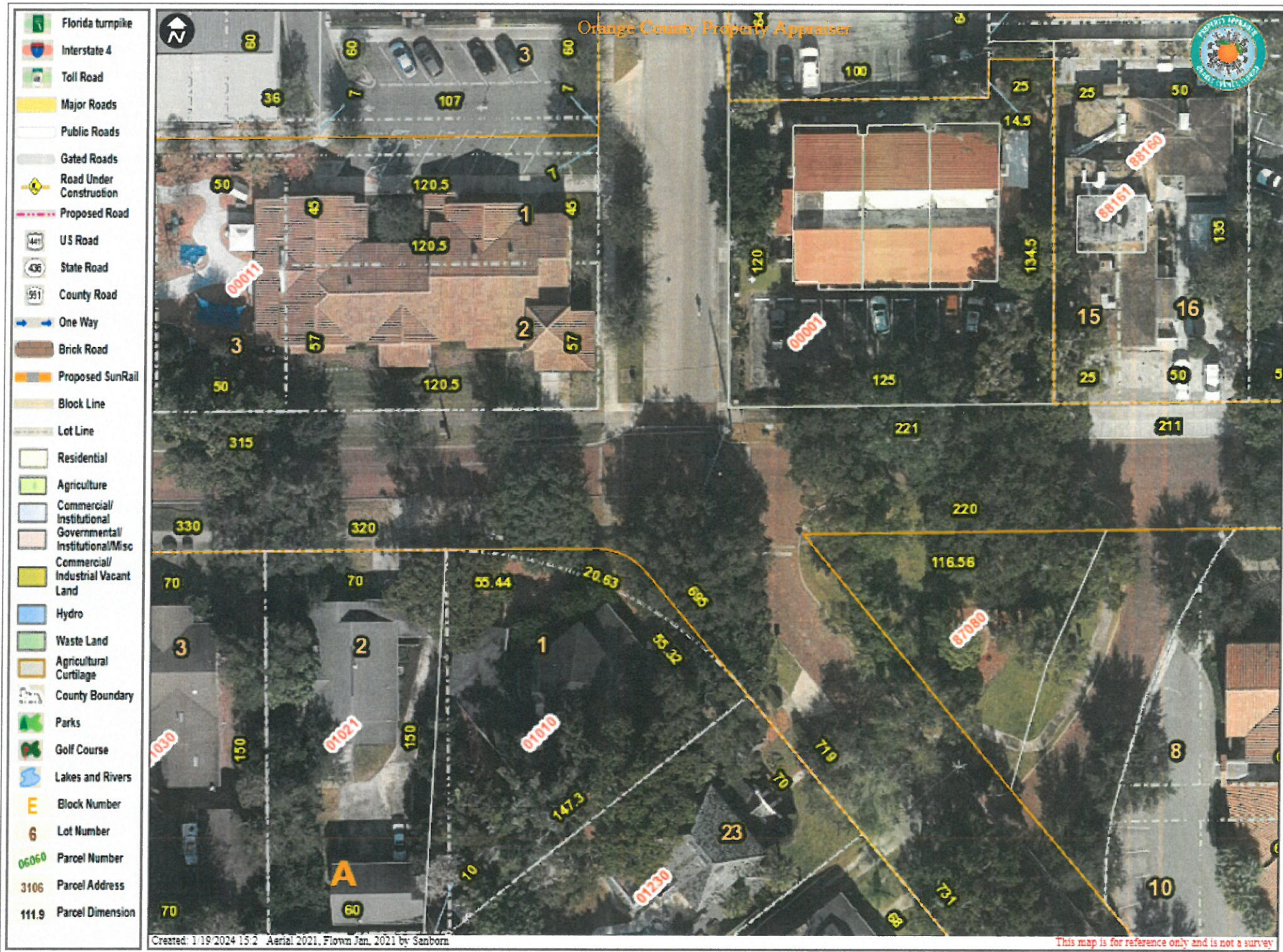
alternatives | other considerations

fiscal impact

attachments

1. map and aerial
2. Project Information from Applicant
3. Consent signatures from neighbors
4. Pictures from long term student rentals
5. Pictures from short term rentals





1. Project Information

2. Proposed Development Plan –

To allow the conditional use of bed and breakfast / short term rentals at the property located at 221 Holt Ave Winter Park, FL 32789.

Property Overview

The property located at 221 Holt Ave is a prime location for short-term rentals. The property is currently zoned as R3 and is surrounded by commercial use on all sides, except for the diagonal residential zoning. The proximity to Rollins College further enhances the appeal of the property for short-term stays as the only other short-term rental locations within this close proximity are Rollins College's hotel, Alford Inn, and Park Plaza Gardens. Thus making 221 Holt Ave a perfect opportunity to provide accommodation options for Rollins College parents visiting their children for shorter than 28 day stays.

Benefits for Rollins College Parents

Rollins College is a prestigious institution that attracts students from all over the country and beyond. For parents who wish to visit their children for short-term stays, the availability of nearby accommodation options is crucial. The proposed development plan at 221 Holt Ave provides Rollins College parents with additional choices for their stay, ensuring that they can be close to their children and actively engage with their college experience.

Economic Impact

The introduction of bed and breakfast/short term rentals at 221 Holt Ave has the potential to generate significant economic benefits for the Winter Park community. Visitors staying in these accommodations will contribute to the local economy by spending money at nearby businesses, such as restaurants, shops, and attractions. This increased economic activity can lead to job creation and further investment in the area, ultimately benefiting both residents and businesses alike.

Support from Rollins College and Neighbors

The success of the proposed development plan relies on the support and agreement of the local community. In this case, both Rollins College and the neighboring residents have expressed their approval of allowing short term rentals at this location. Signatures from parties have been provided in this application, further solidifying the consensus to allow the conditional use of bed and breakfast/short term rentals at 221 Holt Ave.

Existing Building Structure

Unit 1 is 1144 sq ft, unit 2 is 1148 sq ft, unit 3 is 1146 sq ft, unit 4 is 1139 sq ft, unit 5 is 1138 sq ft, and unit 6 is 1146 sq ft. Total sq ft is 6,861 for the building.

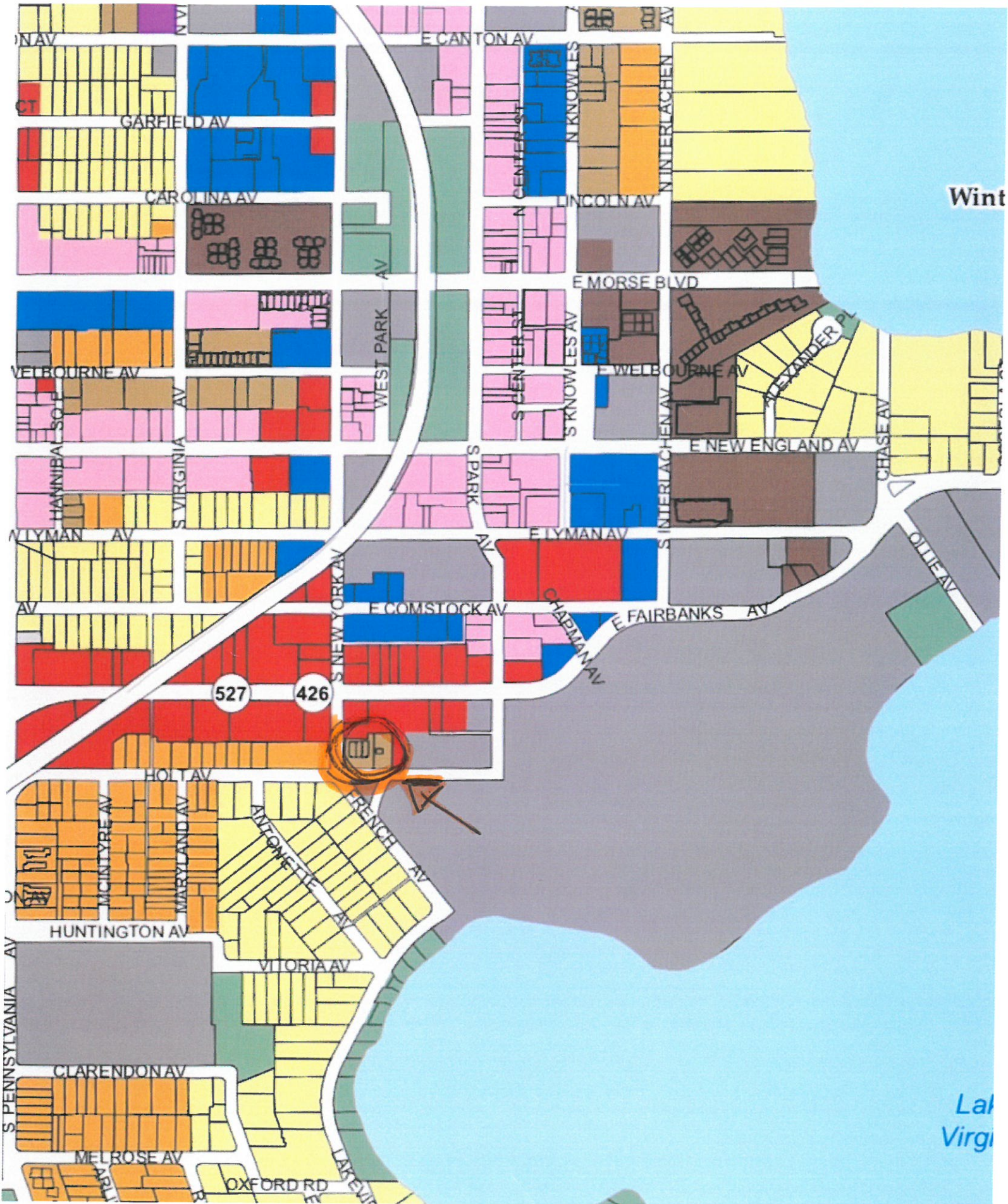
Distance from Residential Zoning

A careful measurement from the corner of the property line to the nearest residential zoning property reveals a distance of over 100 feet. We measured from the corner of our property line crossing the crosswalk located on New York Ave. headed towards Rollins College Child Development Center ending at their property line the measurement is exactly 49'5". Then measuring from the property line of Rollins College Child Development Center headed towards the closest residential zoned property crossing over the crosswalk located on Holt Ave. ending at the corner of the closest Residential property line the measurement is 52'6". Making the total distance from our parcel to the nearest Residential Zoned property 102 feet 10 inches.

Conclusion

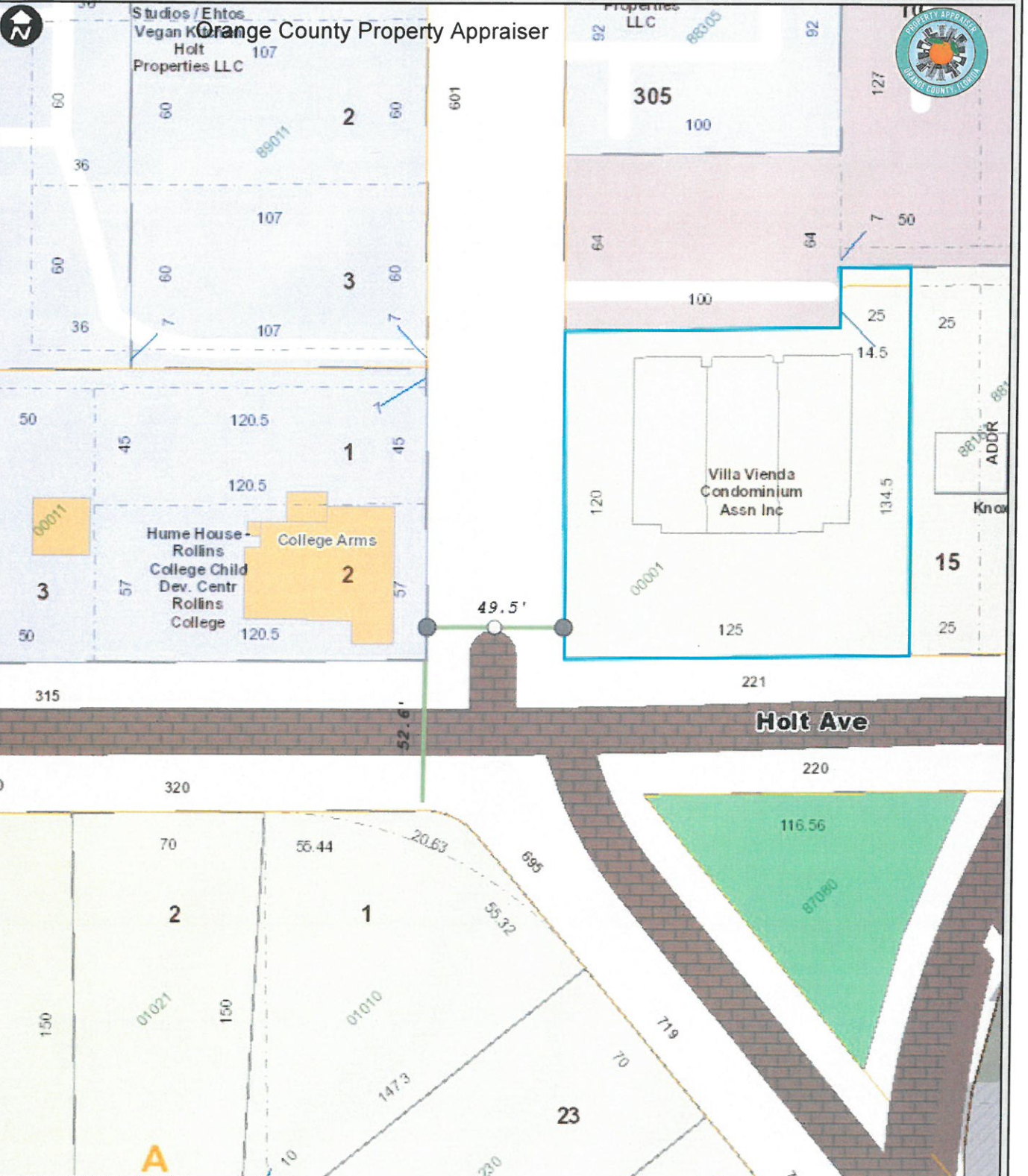
We have determined that allowing for short-term rentals due to the unique location is the best use of the property. We found that when only renting for long term rentals, students from Rollins College occupied the building and we sustained more wear and tear, noise reports, as their stays overly diminished the building and its appearance and caused issues with our neighbors. Renting short term has allowed parents another option when coming to visit their children at Rollins College and we have found this to be the best option at this property since there is better treatment of the property overall since allowing short term rentals. Therefore, the proposed development plan for bed and breakfast/short term rentals at 221 Holt Ave, Winter Park, FL 32789 presents an exciting opportunity to meet the growing demand for accommodation options in the area. With its prime location, support from the local community, and commitment to preserving existing structures and landscaping, the property is poised to provide a positive and memorable experience for guests. By adhering to regulations, ensuring safety measures, and prioritizing guest satisfaction, the plan aims to contribute to the economic growth and success of the Winter Park community.

The Conditional use approval does not involve a building over 10,000 sq ft or a three-story building within the central business district. In addition, no current building and structures will be changed. The landscaping plan will remain the same, along with the existing trees, drainage plan, street graphics and outdoor lighting.



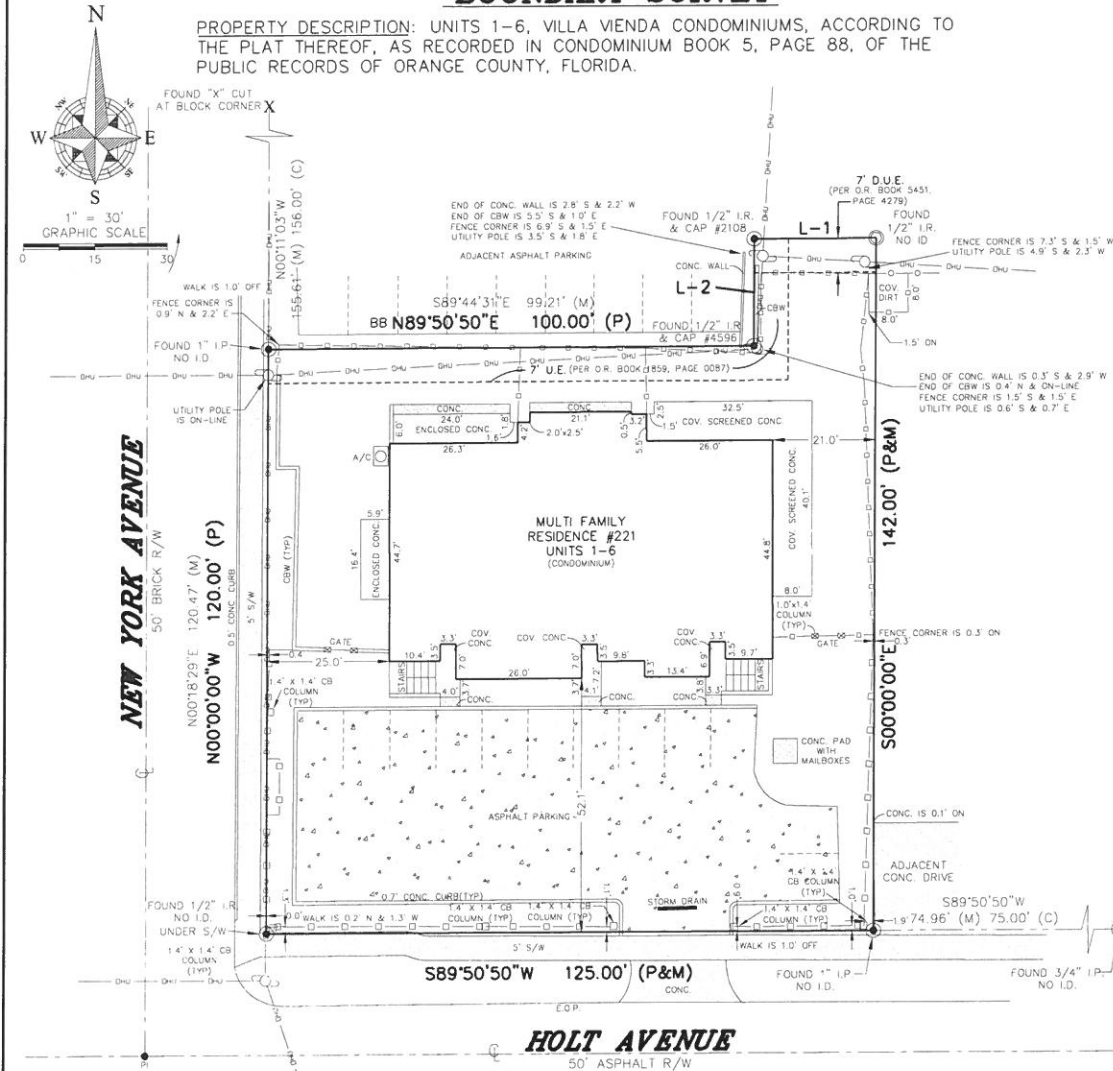
OCA Web Map

	Major Roads		Proposed Road		Residential		Commercial/Industrial/Vacant Land		Parks	6	Lot Number
	Public Road		Brick Road		Agriculture		Agricultural Cattle		Lakes and Rivers	06060	Parcel Number
	Gated Roads		Block Line		Commercial/Institutional/Governmental/Institutional/Misc		Hydro		Building	3106	Parcel Address
	Road Under Construction		Lot Line				Waste Land		Block Number	111.9	Parcel Dimensions



BOUNDARY SURVEY

PROPERTY DESCRIPTION: UNITS 1-6, VILLA VIENDA CONDOMINIUMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN CONDOMINIUM BOOK 5, PAGE 88, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



LEGEND:

- = UTILITY POLE
- = SET 1/2" I.R. & CAP LB#7020
- = FOUND PROPERTY CORNER
- = FOUND CONCRETE MONUMENT
- = WELL
- = GAS METER
- = GUYWIRE
- = FIRE HYDRANT
- = LINE BREAK
- = CENTERLINE
- = RIGHT-OF-WAY LINE
- = BUILDING SETBACK LINE
- = HOG WIRE FENCE/HW
- = METAL FENCE/WF WITH C.B. COLUMNS
- = CHAIN LINK FENCE/CLF
- = OVERHEAD UTILITY LINES

- = DELTA/CENTRAL ANGLE
- = A/C = AIR CONDITIONER
- = APT = APARTMENT
- = BLDG = BUILDING
- = C = CALCULATED
- = CH = CHORD
- = CB = CHORD BEARING
- = CBW = CONCRETE BLOCK WALL
- = C.M. = CONCRETE MONUMENT
- = CNA = CORNER NOT ACCESSIBLE
- = CONC = CONCRETE
- = COV = COVERED
- = D = DESCRIPTION
- = D/B/A = DOING BUSINESS AS
- = D.E. = DRAINAGE EASEMENT
- = D.U.E. = DRAINAGE & UTILITY EASEMENT
- = E.O.P. = EDGE OF PAVEMENT
- = E.O.W. = EDGE OF WATER
- = F = FIELD
- = FF ELEV = FINISHED FLOOR ELEVATION

- = I.D. = IDENTIFICATION
- = I.R. = IRON ROD
- = I.P. = IRON PIPE
- = L = ARC LENGTH
- = L.S. = LAND SURVEYOR
- = LB = LAND SURVEYING BUSINESS
- = M = MEASURED
- = NR = NON-RADIAL
- = O.R. = OFFICIAL RECORDS
- = P = PLAT
- = PC = POINT OF CURVATURE
- = PCC = POINT OF COMPOUND CURVATURE
- = PCP = PERMANENT CONTROL POINT
- = PI = POINT OF INTERSECTION
- = POB = POINT OF BEGINNING
- = POC = POINT OF COMMENCEMENT
- = POL = POINT ON LINE
- = PRC = POINT OF REVERSE CURVATURE
- = PRM = PERMANENT REFERENCE MONUMENT
- = PSM = PROFESSIONAL SURVEYOR & MAPPER

- = PT = POINT OF TANGENT
- = R = RADIUS
- = RAD = RADIAL
- = RES = RESIDENCE
- = RP = RADIUS POINT
- = R/W = RIGHT OF WAY
- = S/W = SIDEWALK
- = TBD = TO BE DETERMINED
- = T.O.B. = TOP OF BANK
- = (TYP) = TYPICAL
- = U.R. = UTILITY ROOM
- = U.E. = UTILITY EASEMENT
- = W.M. = WATER METER
- = WPP = WOOD POWER POLE

LINE DATA

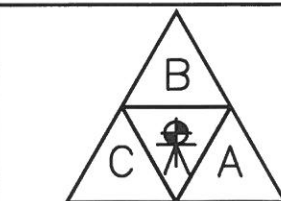
- L-1) N89°50'50"E 25.00' (P)
- S89°22'25"E 25.17' (M)
- L-2) N00°00'00"W {NORTH}
- 14.50' (P) 22.00' (C)
- N00°02'35"W 22.59' (M)

CERTIFIED TO:
VILLA VIENDA CONDOMINIUM ASSOCIATION, INC.
ARNOLD, MATHENY & EAGAN, P.A.

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY LINE OF VILLA VIENDA CONDOMINIUMS, PER CONDOMINIUM BOOK 5, PAGE 88, AS BEING S89°50'50"W, PER CONDOMINIUM PLAT.

ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 12095C 0255 F DATED 09/25/09 THE PROPERTY SHOWN HEREON APPEARS TO BE IN ZONE X.

JOB NO. BCA13777-U	(FIELD DATE:) 09/27/07
DRAWN BY: MLO	REVISED: 05/30/17 RO
CHECKED BY: BC	
FIELD BY: DC/JP	
OPERATING UNDER LB#7020	



BRADLEY COX & ASSOCIATES
LAND SURVEYING
405 W. 25TH STREET
SANFORD, FLORIDA 32771
(407) 323-9202

NOTES:

- THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION AS PROVIDED BY THE CLIENT.
- THIS SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHTS OF WAY OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
- DO NOT RECONSTRUCT PROPERTY LINES FROM BUILDING TIES.
- NO FOOTING OR OVERHANGS HAVE BEEN LOCATED EXCEPT AS SHOWN.
- NO IMPROVEMENTS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS SHOWN.
- THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 472, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

BRADLEY G. COX, PSM #5567 (DATE) 05/30/17

Signatures From Neighbors -

Edward A Kania
Vice President for Business and Finance and Treasurer
Rollins College
1000 Holt Avenue
Winter Park, Florida 32789

Planning & Zoning Committee

City of Winter Park, Florida

Re: Request for Conditional Use permit for 221 Holt Ave Winter Park FL 32789

Dear Planning/Zoning Committee Board Members:

I write to indicate the support of Rollins College of our neighbors at Villa Vienda Condos - 221 Holt Avenue, Winter Park, FL 32789 on their request for a conditional use permit allowing short term rentals.

Sincerely Yours,

A handwritten signature in black ink, appearing to read "Edward A. Kania". The signature is fluid and cursive, with the first name "Edward" being more prominent and the last name "Kania" following it.

Ed Kania

To: Planning & Zoning City of Winter Park FL

From: Neighbor SCOTT WELLS

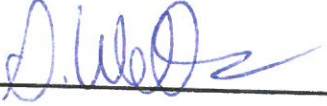
Re: Request for Conditional Use permit

221 Holt Ave Winter Park FL 32789

Dear Planning/Zoning Board Members:

I support my neighbors at Villa Vienda Condos - 221 Holt Avenue, Winter Park, FL 32789 for conditional use permit allowing short term rentals/ bed and breakfast.

Thank you!

 Date: 12/18/23

Signature of Neighbor

211 Holt Ave 407-619-2030

Address of Neighbor & Phone number

To: Planning & Zoning City of Winter Park FL

From: Neighbor Scott / Graham Wells

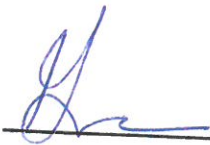
Re: Request for Conditional Use permit

221 Holt Ave Winter Park FL 32789

Dear Planning/Zoning Board Members:

I support my neighbors at Villa Vienda Condos - 221 Holt Avenue, Winter Park, FL 32789 on their request for a conditional use permit allowing short term rentals.

Thank you!



Date: 11/27/23

Signature of Neighbor

211 Holt Ave Apt 3 828-989-1218

Address of Neighbor & Phone number

To: Planning & Zoning City of Winter Park FL

From: Neighbor William

Re: Request for Conditional Use permit

221 Holt Ave Winter Park FL 32789

Dear Planning/Zoning Board Members:

I support my neighbors at Villa Vienda Condos - 221 Holt Avenue, Winter Park, FL 32789 for conditional use permit allowing short term rentals/ bed and breakfast.

Thank you!

William Keegan Date: 12-22-13
Signature of Neighbor

221 HOLT AVE. #6 407-310-6349

Address of Neighbor & Phone number

Ed Kania
785 Maryland Avenue
Winter Park, FL 32789

Planning & Zoning Committee

City of Winter Park, Florida

Re: Request for Conditional Use permit for 221 Holt Ave Winter Park FL 32789

Dear Planning/Zoning Committee Board Members:

I write to indicate my support of my neighbors at Villa Vienda Condos - 221 Holt Avenue, Winter Park, FL 32789 on their request for a conditional use permit allowing short term rentals.

Sincerely Yours,

A handwritten signature in black ink, appearing to read "Ed Kania". The signature is written in a cursive, flowing style.

Ed Kania

To: Planning & Zoning City of Winter Park FL

From: Neighbor Jacob Bailes

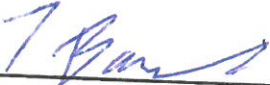
Re: Request for Conditional Use permit

221 Holt Ave Winter Park FL 32789

Dear Planning/Zoning Board Members:

I support my neighbors at Villa Vienda Condos - 221 Holt Avenue, Winter Park, FL 32789 on their request for a conditional use permit allowing short term rentals.

Thank you!

 Date: 11/30/23
Signature of Neighbor

767 French Ave 407-902-5835
Address of Neighbor & Phone number

To: Planning & Zoning City of Winter Park FL

From: Neighbor Erik Schwetje

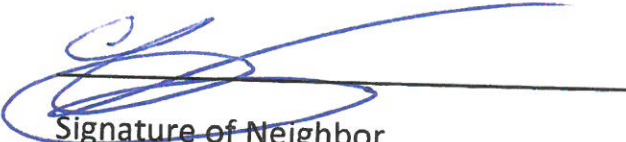
Re: Request for Conditional Use permit

221 Holt Ave Winter Park FL 32789

Dear Planning/Zoning Board Members:

I support my neighbors at Villa Vienda Condos - 221 Holt Avenue, Winter Park, FL 32789 on their request for a conditional use permit allowing short term rentals.

Thank you!


Signature of Neighbor

Date: 12-15-23

757 French Ave., Winter Park, FL 32789
Address of Neighbor & Phone number

To: Planning & Zoning City of Winter Park FL

From: Neighbor Robert

Re: Request for Conditional Use permit

221 Holt Ave Winter Park FL 32789

Dear Planning/Zoning Board Members:

I support my neighbors at Villa Vienda Condos - 221 Holt Avenue, Winter Park, FL 32789 on their request for a conditional use permit allowing short term rentals.

Thank you!



Date:

11/30/2023

Signature of Neighbor

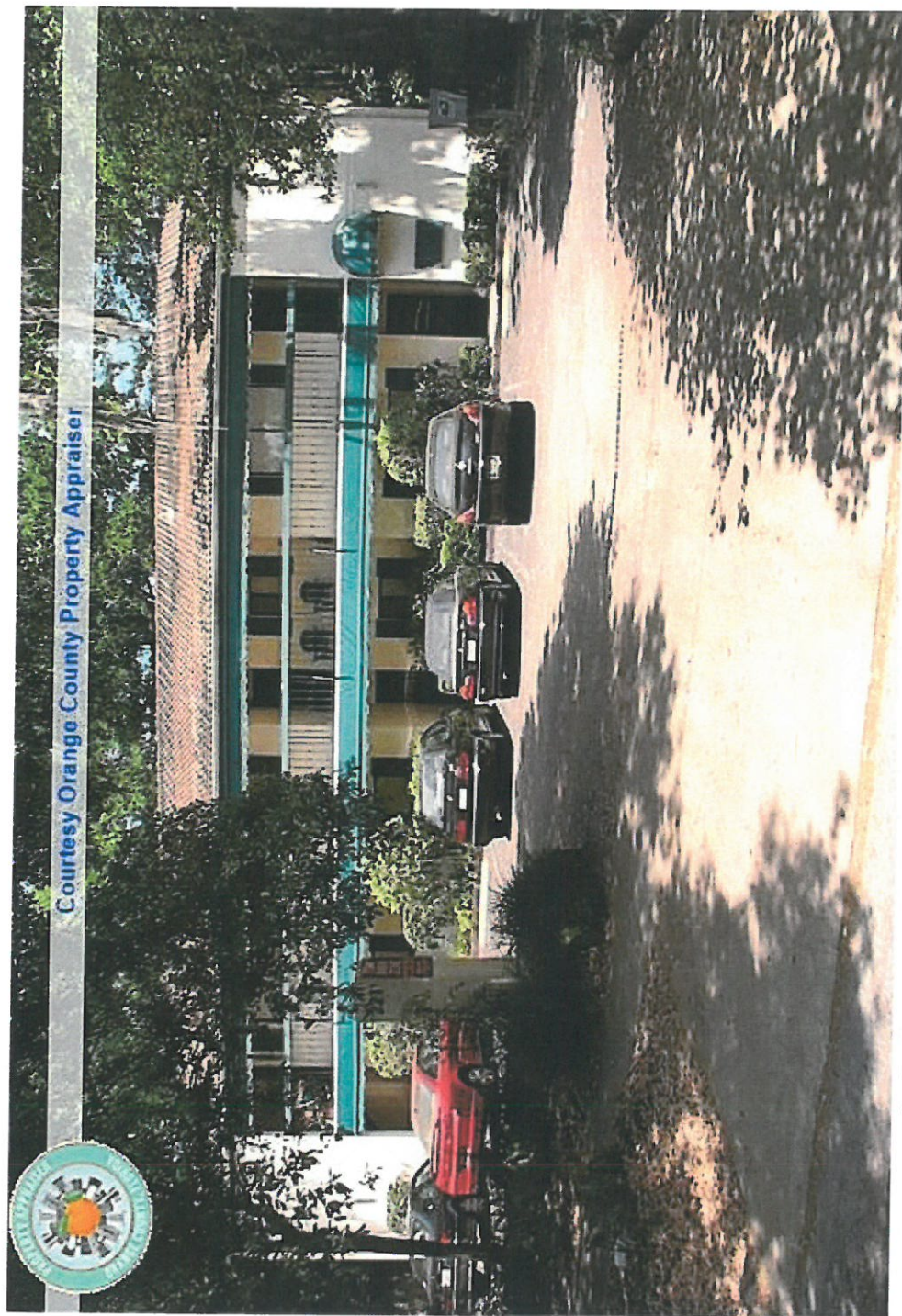
701 Antonette Ave

387 811 5440

Address of Neighbor & Phone number

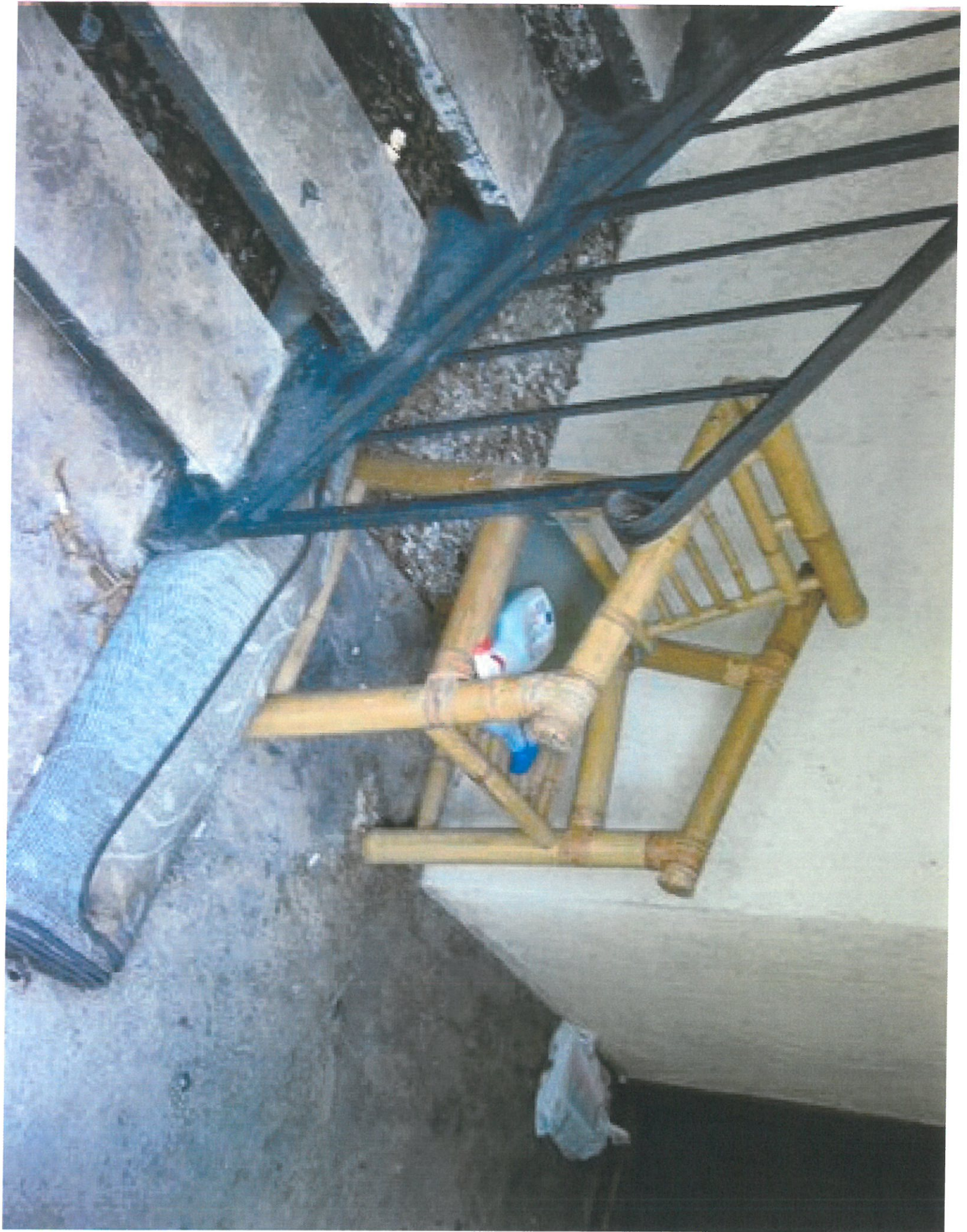
Pictures From Long Term Rental Use -

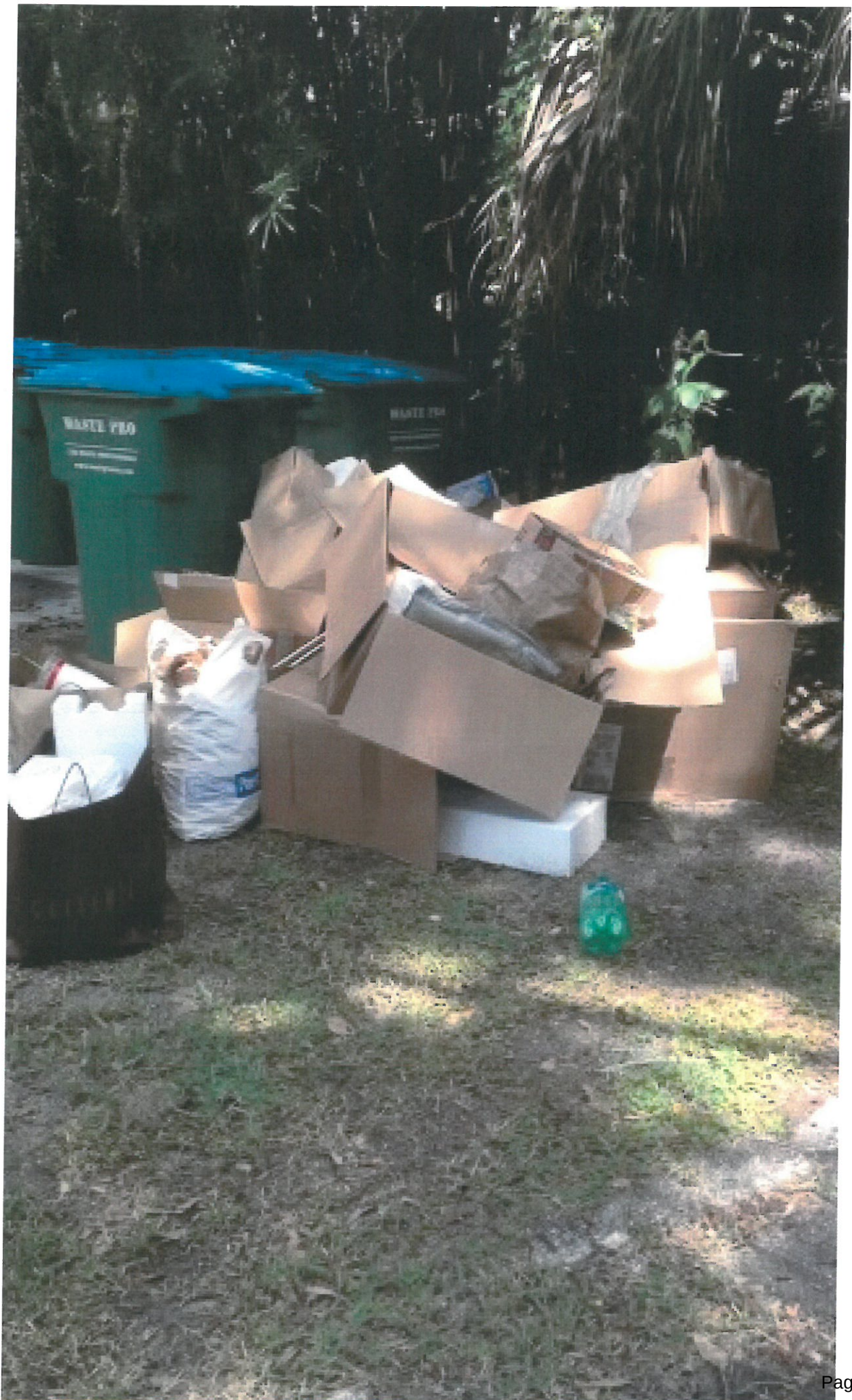
Parcel Photos - 221 Holt Ave Apt 1



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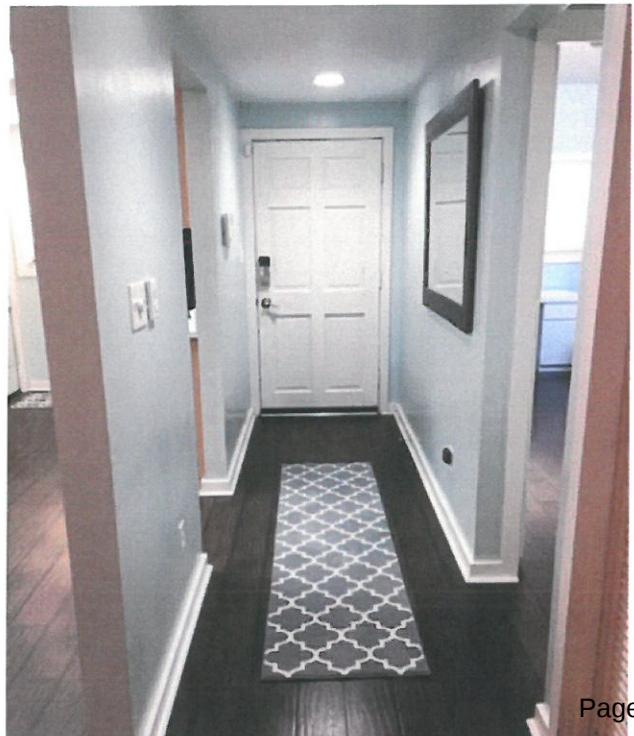








Pictures From Short Term Rental Use -







City Commission

agenda item

item type

Public Hearings: Non Quasi-Judicial Matters

meeting date

April 24, 2024

prepared by

Randy Knight, City Manager

approved by

subject

Ordinance 3292-24 - Setting a referendum of the voters on the possible repeal of the internal combustion engine leaf blower ban. (2nd reading) **Tabled from March 27, 2024 meeting)**

motion | recommendation

Approve the ordinance.

background

Update: The attached ordinance reflects the amendment made at first reading (shown in red on Page 4).

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.

Following the Commission's adoption of this ordinance on first reading, Senator Brodeur put language in the proposed state budget that allocates funds to study the life cycle costs of both internal combustion engine leaf blowers and electric leaf blowers. The language also preempts other governmental agencies from amending or implementing leaf bans until that study is complete. That language does not affect our ban.

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

modified by the commission at the last meeting.

strategic objectives

alternatives | other considerations

fiscal impact

attachments

1. Ordinance 3292-24 4_19_24

ORDINANCE 3292-24

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 underlined 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
Article IV, Division 2, § 62-97

Shall the City of Winter Park amend Article IV, Division 2, § 62-97 of its Code of Ordinances, as provided in Ordinance 3292-24, to revise the City Code **to repeal the City's ban on the use of internal combustion powered leaf blowers** and to regulate noise created by the use of leaf blowers consistent with those regulations regulating noise created by power tools?

Yes ____ or No ____

Section 5. Instructions to City Clerk. The City Clerk is hereby directed to ensure 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 13 day of March, 2024 by the City Commission of the City of Winter Park, Florida.

Mayor Sheila DeCiccio

Attest:

Deputy City Clerk Kim Breland



City Commission

agenda item

item type

Public Hearings: Non Quasi-Judicial Matters

meeting date

April 24, 2024

prepared by

John Harbilas, Senior Planner

approved by

Randy Knight, City Manager

subject

Ordinance 3295-24 - Amending Chapter 58, "Land Development Code", Article III, "Zoning" to assess and update the zoning regulations and development standards for single-family zoned properties following the 2023 revisions. (2nd reading)

motion | recommendation

Staff recommendation is for approval.

background

In 2022, at the direction of the City Commission, staff prepared an Ordinance to modernize the residential zoning codes, which was approved and enacted at the start of 2023. Over the last year, staff has continued to monitor the updated Code in practice, through an entire year of residential permits. The bulk of the changes are grammatical and formatting errors, along with adding some language clarification, and reversion of select provisions that became a burden to many residents. City staff will continue to monitor and fine tune the code language annually, to better serve the community at large.

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

1. ORD 3295-24 Residential Code Revision

ORDINANCE 3295-24

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING REGULATIONS" SECTIONS 58-65 THROUGH 58-71, COLLECTIVELY, THE RESIDENTIAL ZONING CODE PROVISIONS, SECTION 58-91 BOARD OF ADJUSTMENTS, AND SECTION 58-95 "DEFINITIONS" PROVIDING FOR ANNUAL ASSESSMENT AND UPDATES, TO THE CURRENT REGULATIONS, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park recently amended the City's land developments regulations pertaining to single-family residential uses, and has assessed their applicability and enforcement after a year of being enacted; and

WHEREAS, this Ordinance seeks to maintain similar entitlements and yields as permitted under the preexisting single-family regulations so as not to impact economic yields or values; and

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of proposed amendments to the Land Development Code set forth in this Ordinance having held an advertised public hearing on XXXX 2024, and has recommended approval of this Ordinance to the City Commission; and

WHEREAS, the City Commission has conducted the necessary public hearings to adopt the land development regulation amendments set forth in this Ordinance; and

WHEREAS, the City Commission hereby finds that this Ordinance is consistent with the City of Winter Park Comprehensive Plan; 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, after due notice and public hearing, that:

SECTION 1. That Chapter 58 "Land Development Code", Article III "Zoning Regulations", Sections 58-65 through 58-71 of the City of Winter Park Land Development Code is hereby amended as shown below (underlined language are additions; ~~stricken through~~ language are deletions; subsections not included are not being modified):

ARTICLE III. ZONING REGULATIONS

Sec. 58-65. R-1A, R-1AA and R-1AAA districts.

(f) *Site and building improvement regulations.*

(1) *Floor area ratio (FAR).*

- e. The area within an open street-front porch and entry of the principal structure may be excluded from the "gross floor area," subject to the limitations in this paragraph. This exclusion shall be limited to a maximum area of 400 square feet. The area within an open or screened rear or open side porch, lanai, porte cochere or other covered area of the principal structure shall not be included within the "gross floor area." This exclusion shall be limited to a maximum area of 500 square feet total, regardless of which floor the exception is located on. An open front porch, entry area or porte cochere utilizing this exemption shall also comply with the provisions in subsection 58-65(f)(5)c.

(4) *Attics.*

- a. Any living area directly within the roof slope(s) not accessed by a pulldown ladder, that is over five feet in height, is permitted up to an additional three percent of the maximum floor area ratio allowed for the lot. These areas include bonus rooms, air-conditioned storage areas, etc. In addition, dormers or windows above the second-story may only face the public right-of-way or waterbodies. Homes with a mansard, gambrel, or flat roof types may not utilize this exception. This area shall also comply with the Building code.

(5) *Setbacks.*

- c. *Second-story setbacks.* For the purposes of determining required setbacks, a building wall that exceeds 12 feet in height above the ~~natural~~ existing grade to the wall plate shall be located on a lot so as to be in compliance with the setback requirements for the two-story portion of the building. In the case of a gable end or similar walls, the height shall be measured from the existing grade to the top plate at the bottom of the gable.

(6) *Front yard setbacks.*

- a. *Standardized calculation method.* The front yard setback shall be calculated using twenty percent (20%) of the lot depth or the setback of the existing or most recently demolished home, whichever is greater. In the case of measuring the setback from the existing or mostly recently demolished home, the setback calculation shall be measured to a permitted and/or inhabited structure ~~that received a Certificate of Occupancy~~. The front setback shall not exceed a maximum ten (10) foot difference beyond the existing home. In instances where a lot has been vacant for at least seven (7) years ~~never been built upon~~, the 20% of the lot depth measurement shall be utilized.
- c. Single-story front porch areas of the principal structure which are a minimum of seventy-five percent (75%) open-air, may encroach into the required front and/or street-side setback by a maximum of seven feet.

Sec. 58-66. Low density residential (R-2) district.

(f) General development standards:

(1) Part 1, for properties over 70 feet in width:

	Single family detached	Duplexes	Townhomes/ Cluster housing
Minimum land area (sq. ft.)	6,000	9,000	12,000
Minimum lot width (ft.)	50	50	70
Min. land area/unit	6,000	4,500	4,000
Minimum building setbacks (ft.)			
Front yard	25	25	25
1st Floor	25	25	25
2nd Floor	30	30	30
Side yard, first floor	10	10	10
Side yard, two-story second floor	15	10	10
Rear yard, one-story first floor	10	10	10
Rear yard, two-story second floor	20	20	25
Max. building coverage*	40%	35%	35%
Max. floor area ratio	55%	55%	55%
Max. impervious coverage	65%	65%	65%
Max. building height (ft.)	30	30	30
Max. building stories	2	2	2
* For determination of the allowable building coverage and floor area ratio, up to 300 square feet of area per dwelling unit may be excluded for open front porches or side and rear porches. Screen pool enclosures may also be permitted an additional eight percent of the lot area in addition to the permitted building coverage. Common driveways are permitted between two adjoining lots.			

(2) Part 2, for properties which are 70 feet in width or less:

	Principal dwelling <u>Single Family Detached</u>	Cottage dwelling	Single family dwelling*	Duplex dwelling**
Max. floor area ratio ¹	30%	20%	55%	50%
Max. bldg. building coverage	35%		40%	35%
Minimum living area (sq. ft.)	1,000	500	1,000	1,000/unit
Maximum area of porches (sq.ft.) #	400 ²	300 ²	700 ²	600 ²
Minimum building setbacks (ft.)				

Distance to main bldg. front at 1st story <u>Front yard</u>	25	25	25	25
Distance to 2nd floor in front	30	30	30	30
Side yard, to 1st floor wall <u>first floor</u> ³	7	7	7	7
Side yard, driveway side ⁴	11	11	11	11
Side yard, to 2nd floor wall <u>second floor</u>	10	10	10	10 ⁵
Rear yard, to 1st floor wall <u>first floor</u>	10	10	10	10
Rear yard, to 2nd floor wall <u>second floor</u> ⁶	25 <u>0</u>	25 <u>0</u>	25 <u>0</u>	25 <u>0</u>
Max. impervious coverage ⁷	65%	65%	65%	60%
Max. building height (ft.)	30	30	30	30
Max. building stories	2	2	2	2
* See subsection (f)(4) for additional requirements. ** See subsection (f)(6) for additional requirements. # Not counted in the floor area ratio.				
Notes:				
1. If a single-family residence, only, is built on the lot, the maximum floor area ratio is 55 percent. The maximum total floor area ratio on a property developed with a principal dwelling and a cottage dwelling shall be 50 percent with the principal dwelling having a larger gross floor area than the cottage dwelling. 2. Only open porches in the front and screened or open porches in the rear and side of the building may be excluded from the floor area ratio up to a total area as indicated in table. 3. The seven-foot side setback shall only be permitted on one side of the lot except as in note 4 below, and a A five-foot side setback to an attached or detached garage or carport shall be permitted on either side of an interior lot subject to limiting the building wall height to eight feet and limiting the building wall length to 22 feet. 4. The 11-foot side setback shall be provided on one side of an interior lot to the first and second floor walls to allow driveway access. Where two abutting properties utilize one common driveway, the side setback may be ten feet. Where properties utilize a rear or alley access, the seven-foot first floor setback may be utilized on both sides of the lot. 5. For duplexes, side building walls over 20 feet in length and over 17 feet in height above the existing grade must be set back an additional five feet from the lot line at the second-floor wall and continue at the additional five-foot setback for at least ten feet along the side of the building before returning to the ten-[foot] side setback. Alternate methods to accomplish this relief from having long two-story boxlike buildings along the side lot line may be approved by staff. 6. For lots that have rear lot lines adjoining non-residential zoning, the second-floor setback may be ten feet.				

7. Maximum impervious coverage includes principal and cottage dwelling and all other impervious surfaces.

(3) *Additional development standards (lots 70 feet or less in width):*

- e. No front entry garages are permitted, except when provided in the rear half of the lot or on a corner lot.
- e-f. Open front porches or covered entryways must be provided or a similar alternate front entryway must be provided.
- f-g. The principal dwelling may be placed in either the front or the rear of the lot.
- g-h. For corner lots the street side setback shall be 14 feet and the interior side setback shall be seven feet to the first-floor wall only. Other site development requirements remain the same as established for lots 65 feet or less in width.
- h-i. The area between the building and the street shall be landscaped with grass, plantings or both, and any unusual designs shall be subject to the approval of the ~~parks director of Parks and Recreation~~ Zoning Official.
- i-j. Screen pool enclosures may also be permitted an additional eight percent of the lot area in addition to the permitted building area.
- j-k. Minor deviations of the floor area ratio for a principal dwelling and a cottage dwelling may be considered up to plus or minus one percent.
- k-l. When utilizing one common driveway between two properties, the required side setback of 11 feet may be reduced to seven feet to the first-floor wall and ten feet to the second-floor wall.

(4) *Additional development standards for development of a single-family residence, only:*

- a. Front entry garages are permitted only if set back at least 35 feet from the front property line, and placed behind the front building line of the dwelling by at least four feet.

Sec. 58-67. Medium density multiple-family residential (R-3) district.

(e) *Development Standards.*

- (9) Parapet walls, or mansard roofs functioning as parapet walls, may be added to the permitted building height but in no case shall extend more than five feet above the height limits in this subsection. Mechanical penthouses, mechanical and air-conditioning equipment, elevator/stair towers and related nonoccupied structures may be permitted to extend up to ten feet above the height limits in this subsection. Upon approval of the city commission, architectural appendages, embellishments and other architectural features may be permitted to exceed the roof heights specified in this section, on a limited basis, encompassing no more than 30 percent of the building roof

length and area, for up to eight feet of additional height, based on a finding that said features are compatible with adjacent projects.

Sec. 58-71. General provisions for residential zoning districts.

(b) Grading of building site.

(3) In addition, no lot shall be filled with elevated lot grades adjacent to or near other surrounding properties so as to require the use of retaining walls or other barriers to create an unnatural lot grade transition unless approved by the building director or the public works director based on one or more of the following criteria:

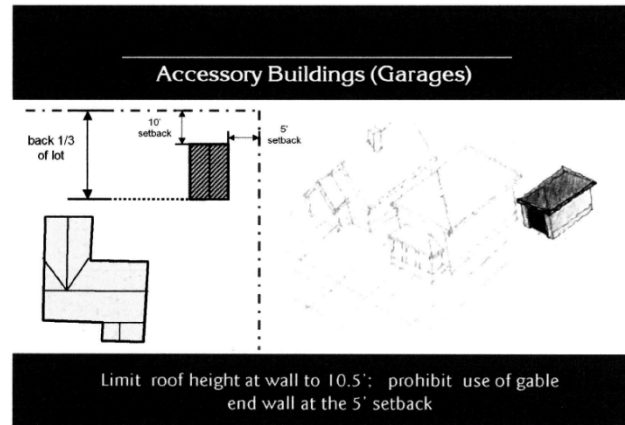
b. Terraced retaining walls are required to retain water on site to prevent storm water runoff into a water body or other properties. On the waterfront side of lakefront properties terraced retaining walls must not exceed three feet in height above the ~~natural~~ existing grade.

(g) *Projections into setbacks.* Eaves, roof overhangs, canopies, chimneys and flues, and awnings may project into the minimum yard or setback areas up to three and one-half feet. Fabric canopies, awnings, balconies, etc., with ground supports, second floor open porches, two-story high columns or similar features are considered a structure, and to be part of the main structure, and thus shall observe the setback requirements of the districts in which they are located. Cantilevered bay windows which project from the wall at a minimum height of 24-inches above finished grade may project two feet into the front, and rear required setbacks and are limited to a maximum width of eight feet.

(h) Accessory buildings, structures, air-conditioning equipment and other accessory uses in residential zones.

(3) Mechanical equipment, which includes air-conditioning equipment, swimming pool equipment, generators, and similar type equipment, shall not be located in any front yard or required side yard with street frontage unless totally shielded from view from the street by walls or vinyl fences otherwise complying with the zoning code. Mechanical equipment may be located up to ten feet from a rear lot line as long as they are adjacent to the accessory structure or principal structure. Mechanical equipment shall not be located in any required side yard or within ten feet from the rear lot line except that they may be permitted up to ~~six~~ five feet from a side or rear property line if ~~surrounded~~ screened by ~~block a solid fence or wall that is at a minimum~~ equal in height of the equipment. Propane tanks shall not be located within five feet of any side or rear lot line. Any mechanical equipment placed on a roof must be screened from view from surrounding properties and from public streets.

- A (6) Accessory buildings in rear yards. The exterior walls of accessory buildings shall not exceed 10.5 feet in height. Additionally, accessory buildings located less than ten feet from an interior side lot line must have a sloped or flat roof, e.g., the side wall adjacent to the lot line cannot be a gable end wall. A garage not exceeding 620 square feet may be located five feet from the interior side lot line and ten feet from the rear lot line. Additionally, private garages (attached or detached) shall be limited in size to no greater than 50 percent of the living area of the dwelling. A rear garage utilizing the setbacks in this section must be partially located in the rear third of the lot depth, except on waterfront properties.



- (7) Garages and carports for single-family dwellings on any lot and two-family dwellings on lots over 65 70 feet wide:
- Front ~~Streetfront~~-facing garages must meet one of the following design standards:
 - The front wall of the garage must be offset at least three feet from the main wall of the home with a maximum of two doors no greater than nine feet wide, with the garage door face recessed at least six inches from the plane of garage wall. ~~Alternatively, For an existing home undergoing a remodel or enclosing a carport,~~ one garage door may be permitted up to 18 feet wide with architectural design features such as glazing, hardware and raised panels integrated into the door or other finishes matching the primary structure. The main wall of the home is considered to be a solid wall which separates air-conditioned living space from the outdoors.
 - Open carports must be located at least ~~two~~ three feet behind or at least ~~two~~ three feet in front of the main house wall. In cases where the front setback is permitted to be less than 20 feet, the minimum front setback to the garage or carport opening shall be at least 20 feet after complying with one of the design standards in this section. Alternate methods to accomplish the step back shall be reviewed on a case-by-case basis. In addition, no front-facing garages on the front half of the lot shall have doors exceeding ten feet in height.

- ~~(9) No combination of accessory structures, singly or together, shall exceed ten percent of the lot area. In addition, no lot shall contain more than two storage sheds (buildings).~~
- (910) A guesthouse or garage apartment shall not be constructed on a lot for occupancy before completion of the main buildings. This shall not prohibit the erection of other accessory buildings prior to the construction of the principal building, when such accessory buildings are neither constructed nor used for dwelling purposes.
- (101) Guesthouses or garage apartments are permitted accessory uses when they provide accommodations for guests, domestic service employees or members of a family occupying the main building on the same property. Guesthouses or garage apartments shall not exceed 1,000 square feet of floor area. Guesthouses or garage apartments as permitted accessory uses may not have a kitchen area or cooking facilities. They also may not have separate utility meters or be rented, let or hired out for occupancy whether compensations be paid directly or indirectly.
- (112) An arbor, pergola or trellis structure may be placed up to five feet from side and rear lot lines and the overhead beams or framing members may be permitted to terminate on top of a six-foot wall or solid fence subject to a maximum length of 18 feet when attached along a side or rear yard wall or fence. The overall maximum height shall be ten feet, except within the building area of the lot, the structure may extend to no higher than the height of the principal building on the property. In front-yard and street-yard setback areas, a decorative arbor or trellis may be placed 15 feet from any front lot line or ten feet from any street side yard lot line, subject to approval by the Zoning Official and a maximum size of 50 square feet.
- (123) *Play structures.* Play structures, tree forts and similar play structures used by children that incorporate an elevated-floor-level-type of raised or elevated platform for walking or playing upon which has a height equal to or greater than six feet above natural existing grade shall maintain a side and rear setback of at least 15 feet. If attached accessories are incorporated, including swings, slides and similar play items used by children, that are not six feet in height or over those play structures may be permitted a side and rear setback of five feet. Play structures include playground-type equipment, swings, slides, forts and similar structures used by children. All other provisions of accessory building regulations shall also apply.
- (134) Backyard chicken coop accessory structures.
- (i) *Reserved. Additional cooking facilities.* For properties which contain a single-family residence that is 5,000 square feet in gross floor area of larger, a second kitchen may be included in a dwelling or cabana subject to not having a separate utility meter.
- (j) *Swimming pools and screen enclosures.*

- (1) Swimming pools and spas are permitted to have a rear setback of ~~ten~~ 7.5 feet and a side setback of 7.5 feet for lots which are ~~670~~ 70 feet wide or less and are permitted to have a side and rear setback of ten feet for lots which are over ~~670~~ 70 feet in width. The setback to a lake, canal or stream shall not be construed as a side or rear setback. Swimming pools and spas shall not be permitted in any required front or street-side yard.

(n) Walls and fences.

- (2) Height and setbacks in residential districts.

Required Yard	Max. Height (feet)	Max. Column Height (feet)	Min. Column Spacing (feet)	Fence/Wall Types Permitted
Front	3 ¹	4 ¹	10	Decorative
Street-Side	3 ^{1,2}	4 ¹	10	Decorative and Privacy
Interior Side	6	6 <u>7</u>	20	Decorative and Privacy
Rear	6	6 <u>7</u>	20	Decorative and Privacy

¹ Above street curb elevation.

² Street-side yard areas of corner lots may construct a decorative or privacy fence six feet in height above the existing ground level when setback at least ten feet from the street-side property line subject to vegetative planting on the street facing side of the fence.

In front yards and in side yards with street frontages, walls and fences shall not exceed three feet in height above the existing grade. However, these decorative front yard or street frontage walls and fences may be permitted columns or posts to exceed this height limit by one foot provided they are spaced at least ten feet apart. Light fixtures may also be placed on columns at driveway entrances up to one foot in height. In street-side yard areas of corner lots, a decorative privacy fence or wall may be constructed six feet in height above the existing ground level when setback at least ten feet from the street-side property line, subject to vegetative planting on the street facing side of the fence. In all other side and rear yard areas, walls and fences may be a maximum of six feet in height above the existing grade. No wall or fence shall be permitted which would in any way obstruct or impair the visibility of automobiles at intersections and points of ingress and egress to the public right-of-way. For walls and solid fences located on any street, a setback of one foot from the lot line is required to prevent interference with pedestrian mobility on existing or future sidewalks. Gates located on any street must match the material of the fencing or no less than 60 percent open in composition, whichever is greater. Walls and fences on the lakefront, canalfront, or streamfront side of properties shall meet the requirements established in this article for such waterfront properties. For purposes of

locating walls and fences, front yards shall be the area from the front lot line to the front building wall or as determined by the Zoning Official.

- (3) *Materials permitted in residential districts.* In any residential district, all fences in the front yard ~~or~~ and those within ten feet of a side yard lot line with street frontage shall be decorative. In all yards, chain link, chicken wire, attachable mesh/plastic screening, or similar-type permanent fences shall be prohibited. Barbed wire, electrically-charged fences and solid or mostly solid metal fences shall not be erected in any residential district. A wall, fence or similar structure erected in any residential district shall not contain material or substances such as broken glass, spikes, nails, barbs or similar materials designed to inflict pain or injury on any person or animal.

SECTION 2. That Chapter 58 "Land Development Code", Article III "Zoning Regulations", Sections 58-91 of the City of Winter Park Land Development Code is hereby repealed and replaced as shown below (underlined language are new sections; ~~stricken through~~ language are repealed sections):

Sec. 58-91. Board of Adjustments-Establishment and procedure.

(b) *Proceedings.*

- (2) The chairperson, or in his or her absence the vice-chairperson, may administer oaths and compel the attendance of witnesses. All meetings shall be open to the public. ~~The building and zoning official of the city~~ City Planning and Zoning Director or their designee shall serve as ~~secretary~~ liaison to this board. ~~The secretary~~ staff liaison shall not be entitled to vote.

SECTION 3. That Chapter 58 "Land Development Code", Article III "Zoning Regulations", Section 58-95 "Definitions" of the City of Winter Park Land Development Code is hereby amended as shown below (underlined language are additions; ~~stricken through~~ language are deletions; subsections not included are not being modified):

Sec. 58-95. Definitions

Duplex means a two-family dwelling within a single building under single ownership.

Story means a section of a building between the surface of a floor and the surface of the floor next above it, or if there be no floor above it, then the space between floor and ceiling or roof next above it. Basement areas with floor levels more than one-half below existing grade shall not be considered a story. Mezzanines and lofts, while not meeting the definition of a story under the Florida Building Code, shall be considered as a story for the purposes of this Code. ~~Attic areas shall not be considered as a story unless improved for habitation.~~ For single-family homes, areas within the principal roof slope, including attics, conditioned storage areas, and the like, shall not be considered a story.

Structure means any combination of materials assembled at a fixed location and requiring attachment to the land through pilings, footings, foundations and the like, to give support or shelter and/or provide for human habitation or use, such as a building, tower, framework, tunnel, tent, stadium, platform, tank, fence, sign, flagpole, swimming pool, or the like that is over three feet in height above existing grade.

SECTION 4. CODIFICATION. Sections 1, 2, and 3, of this Ordinance shall be incorporated into the City of Winter Park Code of Ordinances.

SECTION 5. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or division of this Ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this Ordinance. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

SECTION 6. CONFLICTS. In the event of a conflict between this Ordinance and any other ordinance of the City of Winter Park, this Ordinance shall control to the extent of such conflict.

SECTION 7. EFFECTIVE DATE. Once adopted, this Ordinance shall become effective.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida held in City Hall, Winter Park, on this 24th day of April, 2024.

Sheila DeCiccio, Mayor

ATTEST:

City Clerk Rene Cranis



City Commission

agenda item

item type

Public Hearings: Non Quasi-Judicial Matters

meeting date

April 24, 2024

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Randy Knight, City Manager

subject

Ordinance 3296-24 - Amending Chapter 58, "Land Development Code", Article III, "Zoning" Section 58-83 "Orange Avenue Overlay District (OAO)" to revise the definitions of building story and mixed-use. (2nd Reading)

motion | recommendation

Recommendation is for approval of the Ordinance as presented.

background

The Orange Avenue Overlay (OAO) Ordinance was adopted in late 2021. The first applicant to redevelop within the OAO recently went through the public hearing process in January/February of 2024, the McCraney Property Company office building at 1100 Orange Avenue. Until this applicant, the OAO codes had not been utilized for a redevelopment project. Following this approval, there were a few sections of the code that the Commission directed staff to revise to make them clearer on the Commission's intent. The revisions involve better defining the definition of mixed-use and building story, as well as a scrivener's error to replace "or" with "and". Refer to the attached Ordinance for the proposed changes.

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

1. ORD 3296-24 OAO Changes

ORDINANCE 3296-24

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" SECTION 58-83 "ORANGE AVENUE OVERLAY DISTRICT (OAO)" TO REVISE THE DEFINITIONS OF BUILDING STORY AND MIXED-USE, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park deems it necessary for the general welfare of the City to amend the City of Winter Park Land Development Code as set forth in this Ordinance;

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

WHEREAS, the City Commission hereby finds that the land development regulations adopted herein are consistent with the Comprehensive Plan;

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Winter Park, Florida, after due notice and public hearing, that:

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" of the Code of Ordinances, Section 58-83 "Orange Avenue Overlay District (OAO)" is hereby amended as shown below (underlined language are additions; ~~stricken through~~ language are deletions; subsections not included are not being modified):

Sec. 58-83. Orange Avenue Overlay District (OAO)

(c) (1) c. *Permitted Uses.*

16. Mixed-use development (can be vertical or horizontal) ~~that includes two or more uses allowed within the OAO~~ refer to Sec. 58-83 (c)(u) for the definition of mixed-use.

(c) (1) j. *Architectural Standards.*

1. *Building height.* To allow for flexibility in design, but preserving development standards that will reduce building massing, buildings shall be measured in stories. For parking garages, levels visible on the exterior of the building shall be counted towards building height (ex. A three-story building wraps around a four-level interior parking garage, only the three stories would count as they are the only part visible).

The first story of any building shall be allowed to be a maximum of 18 feet in height. When mezzanines, balconies or lofts are provided, first story heights of 20 feet may be allowed. Mezzanine, balcony or loft levels shall be allowed

within the first story, as long as they do not cover more than 30 percent of the first-story area and stay within the maximum 20-foot first story height area. Interior mezzanines, balconies or lofts shall not be allowed above the first story. Each story above the first story shall have a maximum height of 12 feet. These building story maximums may not be achievable in all Subareas based on the specific Subarea overall height limit. Unused building story height may be transferred between stories.

For multi-story buildings over two stories in height, there shall be terracing and/or additional setbacks to accomplish vertical articulation is mandated to create relief to the overall massing of the building facades, as discussed later in this section.

(c) (1) s. *Orange Avenue Overlay District subareas and standards for development.*

4. *Subarea D.*

i. *Subarea D development standards:*

C. Maximum height: 5 stories ~~or~~ and up to 56 feet

(c) (1) u. *Definitions.*

3. Building story: Building story means a section of a building between the surface of a floor and the top of the floorplate of the floor above it.
12. Mixed-use: Mixed-use development combines two or more types of land use into a building or set of buildings that are physically and functionally integrated and mutually supporting. This must ~~can~~ be some combination of residential, restaurant/food service, commercial, personal service such as salon/spa/fitness, retail, industrial, and business office/financial services ~~institutional, or other land uses.~~ The form of mixed-use development can be vertical or horizontal. Vertical mixed-use occurs when different uses inhabit the same building and sit atop one another, such as residential or office uses over ground floor retail. Horizontal mixed-use occurs when uses are placed next to each other in a building or on the subject property, such as an apartment building that is adjacent to offices, restaurants, or retail shops. Mixed-use areas often create the main street/downtown, activity center, or commercial corridor of a local community, district, or neighborhood. They frequently involve stacking uses — residential or office above retail, for example, in low or midrise buildings, but are predominately made up of a variety of individual buildings arranged around streets and around public squares or other open spaces. The mix of uses shall be from separate use categories outlined above, a combination of two uses from the same category (for example two residential uses, two different types of office uses, or two commercial uses) shall not be deemed a "mixed-use" development. The intent is to combine two different land use categories (for example residential and office, office and commercial).

SECTION 2. CODIFICATION. Section 1 of this Ordinance shall be incorporated into the City of Winter Park Code of Ordinances.

SECTION 3. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or division of this Ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this Ordinance. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

SECTION 4. CONFLICTS. In the event of a conflict between this Ordinance and any other ordinance of the City of Winter Park, this Ordinance shall control to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and in accordance with Florida law.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida held in City Hall, Winter Park, on this 24th day April, 2024.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis



City Commission

agenda item

item type

Public Hearings: Non Quasi-Judicial Matters

meeting date

April 24, 2024

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Randy Knight, City Manager

subject

Ordinance 3297-24 - creating an ad-hoc committee to revise and update the architectural guidelines included within the OAO code and the Central Business District/Morse Boulevard Facade Design Guidelines (2nd reading)

motion | recommendation

Recommendation is to approve the Ordinance as presented.

background

Attached is the Ordinance to establish a design guidelines ad-hoc committee for the purposes of updating/revising the OAO architectural guidelines and the Central Business District/Morse Boulevard Facade Design Guidelines.

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

1. Combine Design Guidelines Ad-Hoc Committee_Ordinance

ORDINANCE 3297-24

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK ESTABLISHING A DESIGN GUIDELINES AD-HOC COMMITTEE; PROVIDING FOR SUNSET AND AN EFFECTIVE DATE.

WHEREAS, in accordance with Chapter 2, Section 2-48(n), City of Winter Park Code of Ordinances, the City Commission hereby creates a temporary seven (7) member Design Guidelines Ad-Hoc Committee for the purpose of evaluating, revising and updating the existing architectural/façade guidelines for the Orange Avenue Overlay, Central Business District and Morse Boulevard and making recommendations concerning the same to the Planning & Zoning Board and City Commission; and

WHEREAS, the Winter Park City Commission finds that this Ordinance is in the best interest and welfare of the residents and visitors of the City of Winter Park.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Creation. The City Commission hereby creates the Design Guidelines Ad-Hoc Committee ("Committee") for the purposes of:

1. Serving as a forum for the discussion and evaluation of the existing Orange Avenue Overlay (OAO) architectural guidelines, and the Central Business District and Morse Boulevard Façade Design Guidelines; and
2. Provide recommendations to the Planning and Zoning Board and the City Commission to revise and update these existing architectural/façade design guidelines of such areas of the City.

The Committee is an ad hoc committee which is intended to sunset as set forth herein. The Committee shall consist of seven (7) members being residents of the City of Winter Park. Each Commissioner shall each have one appointment to membership of the Committee while the remaining three (3) members will be selected by the Mayor. The Committee shall elect from its membership a Chair and Vice Chair. The Committee shall generally follow the rules set forth in Chapter 2, Article III, Division 2, City of Winter Park Code of Ordinances. The recommendations of the Committee to the Planning & Zoning Board and City Commission must be approved by a majority vote of the Committee. The Planning & Zoning Director and other City staff shall provide reasonable assistance to the Committee as needed.

Section 3. Sunset. The Design Guidelines Ad-Hoc Committee shall sunset and terminate 180 days following the effective date of this Ordinance, unless terminated earlier or extended by majority vote of the City Commission. Due to the temporary nature of the Committee, this Ordinance is not to be codified into the City Code.

Section 4. Effective Date. This Ordinance shall take effect immediately upon adoption.

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

Sheila DeCiccio, Mayor

Attest:

Rene Cranis, City Clerk