



City Commission Regular Meeting

Agenda

October 13, 2021 @ 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/bpm 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.

1. Meeting Called to Order**2. Invocation**

- a. Pastor Weaver Blondin, Mt. Moriah Missionary Baptist Church 1 minute

Pledge of Allegiance**3. Approval of Agenda****4. Mayor Report**

- a. Presentation by Florida City County Management Association recognizing the City's 70th anniversary of adopting the commission/city manager form of government 5 minutes

5. City Manager Report

- a. City Manager's Report 5 minutes
b. CIP Report 5 minutes

6. City Attorney Report

- a. Discussion of Demetree/Holler request for meeting on OAO. 20 minutes

7. Non-Action Items

- a. Report of appointments to the Lake Killarney Advisory Board 1 minute

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

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

(Three minutes are allowed for each speaker)

9. Consent Agenda

- a. Approve the minutes of the Planning and Zoning Board joint work session of September 15, 2021 1 minute
b. Approve the minutes of the regular meeting, September 22, 2021 1 minute
c. Approve the following piggyback contract 1 minute
1. Hubbard Construction Company - Seminole County Contract #IFB-603616-19/BJC - Pavement Management Program Services; For services on an as-needed basis during the term of the Agreement, contract term through December 25, 2022; Amount: \$925,000.

10. Action Items Requiring Discussion

- | | |
|---|------------|
| a. Tanglewood Canal Interlocal Agreement | 10 minutes |
| b. Increase minimum wage for FT positions to \$15 | 10 minutes |

11. Public Hearings

- | | |
|---|------------|
| a. Resolution and request of Kent McKee to designate the property at 1115 N. Kentucky Avenue to the Winter Park Register of Historic Places. | 5 minutes |
| b. Resolution and request by Jason and Tammi Shapiro to designate the property at 1565 Orange Avenue built in 1926 to the Winter Park Register of Historic Places. | 5 minutes |
| c. Request of Ron Scarpa for subdivision approval to split the property at 1832 Pineview Circle, zoned R-1A and for variances from the R-1AA lot dimension standards. | 10 minutes |
| d. Ordinance and approval of the Lease and Operating & Funding Agreement with the Winter Park Public Library (1st Reading) | 30 minutes |
| e. Ordinance adopting a new Comprehensive Plan Element for Private Property Rights pursuant to State Statute (2nd Reading) | 15 minutes |
| f. Ordinance proposing Charter Amendments for March 2022 ballot (2nd Reading) | 5 minutes |
| g. Ordinance approving amendment to Line of Credit with Truist for Electric (2nd Reading) | 5 minutes |

12. City Commission Reports

13. Summary of Meeting Actions

14. Adjournment



City Commission **agenda item**

item type Invocation	meeting date October 13, 2021
prepared by Rene Cranis	approved by
board approval	
strategic objective	

subject

Pastor Weaver Blondin, Mt. Moriah Missionary Baptist Church

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type Mayor Report	meeting date October 13, 2021
prepared by Clarissa Howard	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Presentation by Florida City County Management Association recognizing the City's 70th anniversary of adopting the commission/city manager form of government

motion / recommendation

background

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type City Manager Report	meeting date October 13, 2021
prepared by Jennifer Guittard	approved by Peter Moore, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

City Manager's Report

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

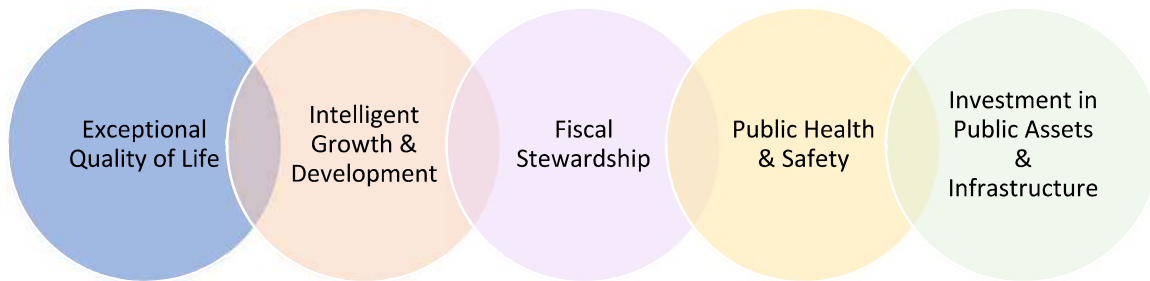
[90Day Report 10.13.21.pdf](#)



90-Day Report

This outline provides a timetable for issues and items that are planned to come before the commission over the next three months as well as the status of initiatives that do not have any determined completion date. These are estimates and will be updated on a monthly basis.

City of Winter Park Strategic Objectives



Upcoming Commission Items

Title 1: Intelligent Growth & Development

Item	Description	Item Department	Item Date
Planning Public Hearings	Ordinance requests from: ZTA#21-02 & 3217 Corrine Drive LLC.	Planning & Transportation	Oct
Meet your Department Presentation	The Planning & Transportation Department will present their video to increase awareness of the various city services their department provides.	Planning & Transportation	Nov
Planning Public Hearings	Conditional use approval to build a new replacement church facility on the Lakemont Avenue frontage.	Planning & Transportation	Dec
Meet your Department Presentation	The Administration Department will present their video to increase awareness of the various city services their department provides.	Administration	Dec

Additional Items of City Interest

Title 2: Exceptional Quality of Life

Item	Description	Item Department
Library & Events Center	Construction at the Library and Events Center is complete. Punch list work is being done and the installation of furniture, fixtures, and equipment is underway. The Library books will soon be packed for a move during the week of November 8th. Staff will begin to occupy the space immediately thereafter for training and preparation for grand opening.	Public Works
Public Art for I-4	This \$150,000 public art project, paid for by FDOT, is being installed at the NE corner of W. Fairbanks and I-4. The land use agreement between the city and FDOT has been signed and the project is back on schedule to be completed in October. An installation celebration event is tentatively scheduled for Friday, October 29, and invites will be forthcoming.	Administration

Title 3: Intelligent Growth & Development

Item	Description	Item Department
Sustainability Plan	Beginning in November 2020, the Keep Winter Park Beautiful & Sustainable Board (KWPB&S) held joint work sessions with several city advisory boards to review the elements of the current Sustainability Action Plan (SAP). These boards included the Transportation, Tree Preservation, Parks & Recreation, Lakes & Waterways, Planning & Zoning, and Utility advisory boards. Since then, the Sustainability team and KWPB&S members have consolidated the feedback provided by the boards into a new draft SAP document. Between July through September, city staff will work with each board to review their respective edits prior to creating a newly updated SAP for City Commission review. This Commission review of the revised SAP is expected to be held at a work session in October 2021.	Sustainability & Planning

Title 4: Investment in Public Assets & Infrastructure

Item	Description	Item Department
Electric Undergrounding	Miles of Undergrounding performed Project G: 4.1 miles 99% complete Project J: 1.9 miles 1% complete Reliability project Q: 1.85 miles 65% complete Project R: 4.31 miles (22% complete) Commission approved advancement TOTAL so far for FY 2021: 8.1 miles	Electric

Upcoming Advisory Board Meetings

This report provides a summary of upcoming board meetings currently scheduled on the calendar for the next month.

Additional information relating to all of the City's boards such as meeting schedules, agendas, minutes, and board membership can be located on the City website at: <https://cityofwinterpark.org/government/boards/>

October Board Meetings

Advisory Board	Meeting Date	Meeting Time
Civil Service Board	10/5/21	4 p.m.
Planning & Zoning Board	10/5/21	6 p.m.
Lakes & Waterways Advisory Board	10/12/21	Noon
Historic Preservation Board Regular Meeting	10/13/21	9:00 a.m.
Keep Winter Park Beautiful & Sustainable	10/14/21	2 p.m.
Public Art Advisory Board	10/18/21	Noon
Transportation Advisory Board	10/18/21	4 p.m.
Board of Adjustments	10/19/21	5 p.m.
Utilities Advisory Board	10/26/21	Noon
Tree Preservation Board	10/26/21	6 p.m.

Upcoming Work Sessions

This report provides a summary of upcoming work sessions currently scheduled on the calendar for the next three months.

Work Sessions	Meeting Date	Meeting Time
City Commission Work Session	10/14/21	1:00 p.m.
Planning & Zoning Board Work Session	10/26/21	Noon
City Commission Work Session	10/28/21	1:00 p.m.
City Commission Work Session	11/11/21	1:00 p.m.
City Commission Work Session	12/8/21	1:00 p.m.



City Commission **agenda item**

item type City Manager Report	meeting date October 13, 2021
prepared by Jennifer Guittard	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

CIP Report

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CIP Report 10.13.21.pdf](#)



This report is updated monthly to monitor capital projects occurring throughout the city and to provide information about recently completed projects. The project status options have been adjusted to (Planning, Active, Pending). To define; all projects in design, research, or review are in the Planning status. All projects with purchases, construction, and implementation are in the Active status. The remaining projects have a Pending status that have stopped the planning or active work of a project such as pending review and approval, additional funding, and scheduling.

Count by Status

Project Status	Planning Status	Active Status	Pending Status
Count Total 52	15	24	13

Title 1: Planning Status

Project	Project Update	Strategic Objective	Division
1792 Streetscape Imp.	MOU amendment approved at CRA meeting 1/27/20. Design review underway by FDOT and staff including lighting and landscaping. The latest FDOT public meeting was held on April 29th. Final plans are anticipated end of 2021.	Intelligent Growth & Development	CRA
Cemetery Improvements	Monument Warehouse was awarded the contract for fabrication/installation of Pineywood Columbarium in late March. Design approved by PRAB approval at June PRAB meeting and be brought to Commission for purchase approval second Commission meeting in October. Fabrication and Installation take upwards of 6 months so expected completion is March 2022.	Investment in Public Assets & Infrastructure	Parks
Downtown Enhancements	Approval of design & construction for the new Central Park stage was approved by the CRA Agency as part of the FY22 budget. The estimated cost to complete is \$900k with \$500k from the CRA and \$400k from ARPA funding. Staff has asked the architect to complete construction drawings with a tentative construction start date of April 2022, with completion prior to October.	Exceptional Quality of Life	CRA

Project	Project Update	Strategic Objective	Division
Fire Safety Equipment	Finalizing interfaces with IT with expectations of going to bid to upgrade the alerting system.	Public Health & Safety	Fire
Golf Course Enhancements	First Tee and Hardscape design have been completed by KCR and Dix Hite as approved by Golf Advisory Board. New patio furniture, tv's, and other such items are in the process of being purchased. Due to timing and supply chain issues major hardscape work and tee work will hold until Spring at recommendation of KCR.	Exceptional Quality of Life	Parks
Kennedy Rd Wide Force Mn	Received roadway documents from County and reviewing for existing force main conflicts. Construction estimated for May 2023.	Investment in Public Assets & Infrastructure	Water & Sewer
Lift Station R&R	Designing upgrades for Lift Station #47 (Ranger) and #23 (Solana). Reviewing lift station conditions for future rehabilitations next fiscal year.	Intelligent Growth & Development	Water & Sewer
Progress Pointe Redevelopment	Parks Department is working with the Design Consultant on an expanded Scope for the additional design elements requested by the Commission. The design work on the previously approved tree grove and the Palmetto realignment is nearing completion and work on the site should begin in November.	Investment in Public Assets & Infrastructure	Transportation
Ravadauge Lift Station	Preliminary design underway for design and modeling of pump station and force main. Draft results anticipated December 2021.	Investment in Public Assets & Infrastructure	Water & Sewer
Richard Crotty Pkw	Roadway project pushed back by Orange County to begin construction Spring 2025. Water and wastewater utilities design 95% complete.	Investment in Public Assets & Infrastructure	Water & Sewer
Shady Park Area Improvements	Plan concept reviewed by CRA Agency to move forward with splash pad removal and public engagement. Splash pad area demolition underway. Public feedback underway including online/physical surveys and notices through Parks Department digital media platforms and Next Door. An initial public meeting was held on July 15th at the Community Center. Staff is aiming for a follow-up meeting in September with additional conversations by the Parks and CRA	Exceptional Quality of Life	CRA

Project	Project Update	Strategic Objective	Division
	Advisory Board tentatively scheduled for October.		
Solar Awning Construction	Commission consent in June of selection of RFP.	Intelligent Growth & Development	Electric
Stormwater Improvements	Final report received by staff. Coordination with existing projects underway to maximize timing and resources. This includes review of Lake Mendon and MLK Park.	Investment in Public Assets & Infrastructure	CRA
SunRail Safety Mitigation	City staff resubmitted the project to FDOT, and the Department has approved the project. City staff is re-evaluating the project costs and coordinating with contractors to develop a schedule.	Investment in Public Assets & Infrastructure	Transportation
UT Lines 434 Road Widening	Design is 90% complete. FDOT has delayed roadway project bid until December 2022.	Investment in Public Assets & Infrastructure	Water & Sewer

Title 2: Active Status

Project	Project Update	Strategic Objective	Division
Bicycle & Pedestrian Improvement	Construction of sidewalk on Dundee is 90% completed. Camellia Avenue sidewalk project will commence in FY22.	Exceptional Quality of Life	Transportation
CRA Small Projects	Canton & Garfield pedestrian connection. Project provides access and pedestrian safety as an enhanced route adjacent to the railroad tracks. It also includes a cooperative effort to mitigate the exposed dumpster location at the end of Garfield Avenue. Comments from FDOT received. Additional geotechnical analysis was submitted to assist with comments. Permit approval with coordination on timeline and construction underway. Estimated timeline is before the end of the calendar year. Other projects include finalization of parking sensor install at the Park Place Garage (southwest corner of Park and Canton) and funding installation of rapid rectangular flashing beacons on Denning Drive.	Intelligent Growth & Development	CRA

Project	Project Update	Strategic Objective	Division
Denning/ Fairbanks Traffic & SW	Purchase of both 901 and 919 W. Fairbanks has been completed and Public Works is setting up the date to demolish the existing structures. Property purchases are consistent with CRA plan to address park acquisition and transportation needs.	Investment in Public Assets & Infrastructure	CRA
Electric Undergrounding Project	Miles of Undergrounding performed Project G: 4.1 miles 99% complete Project J: 1.9 miles 1% complete Reliability project Q: 1.85 miles 65% complete Project R: 4.31 miles (22% complete) Commission approved advancement TOTAL so far for FY 2021: 8.1 miles	Investment in Public Assets & Infrastructure	Electric
ERP Software Project	Utility Billing Go Live is now tentatively scheduled for February 2022. Next step is to ensure we can run a full bill cycle in the new software. After that, there will be staff training and parallel testing. Code Enforcement has been pushed to December 2021.	Fiscal Stewardship	IT
Facility Capital Improvements	Scheduling HVAC replacements for the other water plants with installs to be completed over the next couple of months. Lake Island Hall, and MLK maintenance are scheduled to be painted when construction of Air Quality Building is complete in the coming weeks. Reroof of Kraft Azalea restroom and Phelps Park restroom have been completed.	Investment in Public Assets & Infrastructure	Public Works
Improve Howell Branch Preserve Property	The FDEP approved the restrictive covenant and our commencement request. The Commission approved the contract for exotic vine control by Aquatic Weed Control, Inc. Work began in May. City has engaged Dix Hite to begin public input and master plan process for park trail system.	Investment in Public Assets & Infrastructure	Parks
Improve Mead Garden	City and Mead are coordinating major CIP projects related to ADA restrooms, parking lot improvements, and ADA pathways. Parking lot renovations have begun with overflow lot completed. ADA restrooms construction is underway. ADA trail work will begin later this fall (after wet season).	Exceptional Quality of Life	Parks

Project	Project Update	Strategic Objective	Division
IT Infrastructure Upgrade	Funding being utilized for modernization of access controls and video management systems throughout the City.	Fiscal Stewardship	IT
Killarney Estates Parklet	Contractual work for construction of a parklet at the intersection of Broadview Avenue, Grove Avenue, and Dallas Avenue began June 29th, 2021 and was completed August 25th. Electric lights are currently in the works and sod/tree installation will take place next. The parklet project is anticipated to be completed by the end of November.	Exceptional Quality of Life	Transportation
Library	Construction at the Library and Events Center is complete. Punch list work is being done and the installation of furniture, fixtures, and equipment is underway. The Library books will soon be packed for a move during the week of November 8th. Staff will begin to occupy the space immediately thereafter for training and preparation for grand opening.	Exceptional Quality of Life	Public Works
MLK Air Quality Building	Construction of the building is on schedule and has had a roof installed and has had stucco applied. Staff is working with Orange County DEP to schedule moving equipment and demolishing the old air quality building in the next 5 weeks.	Intelligent Growth & Development	Public Works
N Lakemont Seminole Ditch	Final draft of the Agreement has been reviewed by Seminole County. Preapplication meeting and a field investigation have been completed with the SJRWMD. Agreement will go to the City Commission for approval in October 2021.	Investment in Public Assets & Infrastructure	Stormwater
New York Streetscape	Improvement highlights include pedestrian crosswalks, ADA compliant intersection improvements, and mast arms at Fairbanks and New York. This Phase 1 portion at the intersection is expected to begin on Oct. 18th and will take 4 – 6 months. The CRA Agency adopted the budget for FY22 and approved \$400k to execute the full scope of the project, which includes the paving, sidewalk and other improvements along New York Ave. The timeline for this portion is still being developed.	Intelligent Growth & Development	CRA

Project	Project Update	Strategic Objective	Division
Park Surface and Feature Restorations	Phelps Park Playground has been renovated and re-opened to the public. Tennis courts at Phelps scheduled for reconstruction with addition of 2 pickleball courts. Work scheduled to begin mid-October and notices posted at park to make residents aware.	Exceptional Quality of Life	Parks
Post Office Acquisition	The request for Letters of Interest has been issued, which asks for property owners with land that could be eligible as a site for the post office, to come forward to the city with a proposal. The solicitation period is scheduled to end on October 24th.	Investment in Public Assets & Infrastructure	CRA
Sewer Capacity	Purchase of additional wastewater treatment capacity with City of Altamonte Springs in contract negotiations. Provided draft agreement language to City of Altamonte for review. Scheduling follow up negotiations for October 2021.	Investment in Public Assets & Infrastructure	Water & Sewer
Showalter Improvements	Structure and site amenities ordered and waiting on delivery. Installation projected for early September. Pad has been installed, new commercial grill received, waiting on delivery and installation of structure.	Exceptional Quality of Life	Parks
Signalization Upgrade	New Traffic controllers have been purchased with updated technology to collect wireless data. City staff is working with Temple Inc. to download the software for the wireless signal effort. This software will last for the four months trial period to start the wireless effort with FROG and determine if the software and hardware are feasible for the City and City staff. Four intersections will be tested for the wireless effort, and the new controllers are being reconfigured to replace the older controllers.	Investment in Public Assets & Infrastructure	Transportation
Stormwater Rehab	Construction of the Morse Blvd drainage improvements is complete. Other projects being scheduled for construction are: fleet maintenance wash down area, ponds construction at Ward Park, Greentree Drive, Lakefront Blvd drainage improvements, and Via Almalfi drainage improvements.	Investment in Public Assets & Infrastructure	Stormwater

Project	Project Update	Strategic Objective	Division
Upgrade Water Mains	Upgrading water mains in Lake Knowles Terrace, Flora Park, Winter Park Heights and Conwell Estates subdivisions.	Investment in Public Assets & Infrastructure	Water & Sewer
Winter Park Sports Complex	Grass Field renovations of A1/A2 have been completed. Department is working with Field Turf for design and OCPS to resolve parking concerns for WPHS athletics. Laser grading and renovation of baseball fields 1,4, and 5 have completed. Parking lot improvements are underway and new batting cage project has been completed.	Investment in Public Assets & Infrastructure	Parks
Water Treatment Plants R&R	Replacing sodium hypochlorite tanks at Magnolia, Aloma and Swoope WTPs.	Investment in Public Assets & Infrastructure	Water & Sewer
WP Estates WW Plant	Replacement generator under fabrication. Estimated delivery in January 2022.	Investment in Public Assets & Infrastructure	Water & Sewer

Title 3: Pending Status

Project	Project Update	Strategic Objective	Division
Decorative Lights and Trees in CRA	140 total decorative lights have been installed. Coordination with Electric Utility on assessment of light replacements/additions as needed.	Intelligent Growth & Development	CRA
Denning Dr. Intersection	Approved project complete. Extension to railroad north under consideration. Early extension estimated at \$400k, but requires further review. Staff anticipates bringing forward for discussion in the next fiscal year.	Investment in Public Assets & Infrastructure	CRA
Dinky Dock Renovations	Beach rehab/dredge and parking improvements on hold for Rollins construction to complete. Swimming pier and boardwalk repair and renovation began summer 2020 out of necessity. Pending project to potentially be funded through ARPA	Exceptional Quality of Life	Parks
East OC Service Improvement	Pending in house availability to planning redirection of flow to East plant. Anticipated priority for fall 2021.	Investment in Public Assets & Infrastructure	Water & Sewer
Field & Tennis Lighting	Replacement lights pending future funding. FY21 replacements were pushed out in the budget.	Exceptional Quality of Life	Parks

As of 10/13/21, pg7

Project	Project Update	Strategic Objective	Division
Lake Bell Weir Improvements	Pending monitoring assessment.	Investment in Public Assets & Infrastructure	Stormwater
Meter Data Management Upgrade	Implementation of new cloud-based software and integration with Tyler. This is dependent upon Tyler's schedule for the Utility Billing module. There is some coordination involved between Harris Smart Works MDM software and Tyler Munis. Harris is waiting for information from Tyler and are on hold until Tyler provides it.	Investment in Public Assets & Infrastructure	Water & Sewer
Sewer Main Extensions	Extension of sewer mains to support new development or redevelopment. Harold Avenue sewer main extension pending finalizing negotiations with City of Altamonte Springs. Anticipated work to begin after contract finalization in Fall 2021.	Investment in Public Assets & Infrastructure	Water & Sewer
St. Andrews Trail	Design completed for which the City has been reimbursed by the FDOT. Construction is on hold until FDOT funding is released in 2023.	Investment in Public Assets & Infrastructure	Transportation
Stirling Bridge Replace	Pending permits determination and labor availability.	Investment in Public Assets & Infrastructure	Stormwater
Storage Building Cemetery/Golf Substation Transformers	Pending property determination.	Exceptional Quality of Life	Parks
	Pending monitoring assessment of transformer.	Fiscal Stewardship	Electric
Winter Park Rd SW Pond	The pond excavation is complete. A permit exemption has been approved for the stormwater conveyance system and pond outfall. Pending construction to resume the first of the 2022.	Investment in Public Assets & Infrastructure	Stormwater

Recently Completed Projects

Parks

The Parks Department completed the batting cage work at Ward Park as part of the City's Investment in Public Assets and Infrastructure strategic objective.

Major Non-City ROW Work

TECO Gas

The utility will be working in Winter Park to locate, repair, and replace gas mains along Palmer Ave. and side streets in a multi phased improvement project. They are currently on phase 4 of 4. We receive planned updates as they submit permitting. Estimated completion October 2021.



City Commission **agenda item**

item type City Attorney Report	meeting date October 13, 2021
prepared by Randy Knight	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Discussion of Demetree/Holler request for meeting on OAO.

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Demetree ltr to City re City Commission hearing.pdf](#)

ATTACHMENTS:

[2021.09.07 - Demetree letter to City re P&Z hearing - EXECUTED.pdf](#)



James Edward Cheek, III

329 North Park Avenue, 2nd Floor

Winter Park, FL 32789

Phone: (407) 423-4246 | Direct: (407) 246-8670

Email: tcheek@whww.com | www.whww.com

September 21, 2021

WP Mayor and City Commissioners, Bronce L. Stephenson, etc.
City of Winter Park
401 South Park Avenue
Winter Park, FL 32789
Email: mayorandcommissioners@cityofwinterpark.org
Email: bstephenson@cityofwinterpark.org

Re: **WP Station Tower, LLC, WP Station, LLC, Wintergate, LLC and Palmetto Building 2019, LLC (collectively, “Demetree”) vs. City of Winter Park, Florida (the “Pending Litigation”)**

Dear Mayor and Commissioners:

Thank you for your telephone call in response to our correspondence dated September 3, 2021. With regard to the City’s proposed changes to the Orange Avenue Overlay (the “OAO”) which are currently scheduled for transmittal by the City Commission on September 22, 2021 (the “City Commission Hearing”), we agree with your attorney’s suggestion that we could meet between the transmittal City Commission Hearing and the adoption hearing to be held after the Department of Economic Opportunity has provided its comments.

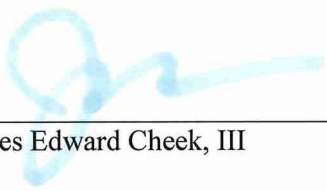
Regarding this week’s City Commission hearing, Demetree objects to the proposed OAO in its current form. Specifically with regard to the Demetree property (referenced in the OAO as Subarea “D”), we have concerns with the following:

- reduction in base floor area ratio;
- reduction in maximum achievable floor area ratio;
- reduction in permitted building height;
- reduction in maximum residential density;
- inclusion of above-grade garage in floor area ratio calculation;
- increase in amount of open space that must be greenspace;
- requirement for public parking to be provided in perpetuity;
- increase in building setbacks; and
- requirement towards transportation and mobility infrastructure.

WP Mayor and City Commissioners, Bronce L. Stephenson, etc.
City of Winter Park
September 21, 2021
Page 2

Demetree will be in attendance at the City Commission Hearing, however the scope of our discussion on these items and the project specific nature of our issues is more appropriately reserved for a meeting with the City. We look forward hearing from you to schedule such a meeting to discuss these matters in greater detail.

Sincerely,



James Edward Cheek, III

/s/ Allison Turnbull Jones
Allison Turnbull Jones

Cc: Mary Demetree
Larry Adams
Frank Hamner, Esq.



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September 7, 2021

VIA EMAIL ONLY

WP Mayor and City Commissioners, Bronce L. Stephenson, etc.
 City of Winter Park
 401 South Park Avenue
 Winter Park, FL 32789
 Email: mayorandcommissioners@cityofwinterpark.org
 Email: bstephenson@cityofwinterpark.org

Re: WP Station Tower, LLC, WP Station, LLC, Wintergate, LLC and Palmetto Building 2019, LLC (collectively, "Demetree") vs. City of Winter Park, Florida (the "Pending Litigation")

Dear Mayor and Commissioners:

We have recently been engaged as counsel for Demetree with regard to the Pending Litigation, as is reflected by that certain Order Granting Motion for Substitution of Counsel dated and filed on August 19, 2021. As part of that undertaking, we have met with counsel for DI Partners, LLLP and CVJCR Properties, LTD, LLLP (collectively, "Holler") and discussed both the Pending Litigation and the City's proposed changes to the Orange Avenue Overlay (the "OAO") which are currently scheduled to be heard by the Planning and Zoning Commission on September 7, 2021 (the "P&Z Hearing"). We have also been closely following the City's activities as it relates to the Progress Point project and other similar City initiatives.

Both Demetree and Holler feel that there is significant opportunity to move forward with all of these projects in a way that could be very positive to our City and each property owner, while also meeting the needs and aspirations of both the private and public sectors. Because Demetree and Holler's projects will be substantially impacted by the City's proposed changes to the OAO, we are very interested in sitting down with the City and having a collective discussion regarding the new OAO and each owner's needs, as well as with its interplay with projects such as Progress Point. Both owners strongly believe there is great potential to accomplish more as a collective whole for these projects than what could be developed individually.

While both Demetree and Holler will be in attendance at the P&Z Hearing, the scope of our discussion far exceeds what can be accomplished during the time for public comment. As such, please provide some dates and times that work for the City to discuss these matters, and we will make ourselves available at your convenience. We look forward to hearing from you.

Sincerely,

James Edward Cheek, III

Allison Turnbull Jones

JEC/ATJ/hlc



City Commission **agenda item**

item type Non-Action Items	meeting date October 13, 2021
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Report of appointments to the Lake Killarney Advisory Board

motion / recommendation

background

The following appointments will be made to the Lake Killarney Advisory Board

William Voecks (Commissioner Sullivan)
Jeanne Wall (Commissioner DeCiccio)
Joyce Cunningham (Commissioner Weaver)

*At the time this agenda packet was published Mayor Anderson and Commissioner Cooper's appointments were not made.

alternatives / other considerations

fiscal impact



City Commission **agenda item**

item type Consent Agenda	meeting date October 13, 2021
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the Planning and Zoning Board joint work session of September 15, 2021

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CC-min-2021-09-15 ws.pdf](#)



City Commission Work Session Minutes

September 15, 2021 at 4:00 p.m.

Winter Park Community Center
721 W. New England Avenue | Winter Park, Florida

Present:

Mayor Phil Anderson
Commissioner Marty Sullivan (Virtual)
Commissioner Sheila DeCiccio
Commissioner Carolyn Cooper
Commissioner Todd Weaver (via telephone)

City Manager Randy Knight
City Attorney Dan Langley
City Clerk Rene Cranis

Also Present: Planning and Zoning Board

Richard James
Alex Stringfellow
Vashon Sarkisian
David Bornstein
Jim Fitch
Michael Spencer (Arrived at 4:40 p.m.)

1) Call to Order

Mayor Anderson called the meeting to order at 4:07 p.m.

2) Discussion Item(s)

a. OAO Comp Plan

Mayor Anderson explained the purpose of the meeting was to clarify the intent of the red line changes to the comp plan made by the Planning and Zoning Board prior to the first reading of the OAO ordinance.

City Attorney Dan Langley stated that he received a letter from the attorneys representing Demetree Global and Holler requesting a meeting to discuss and present changes to the proposed OAO. He advised that the Commission could hold a public work session with the commission, staff and representatives for Holler and Demetree Global to discuss the proposed OAO, but not the prior OAO documents or litigation matters or in lieu of a work session, representatives could simply give their input during public hearing for this item on September 22nd. He added that the Commission is not obligated to meet with the representatives but could meet with representatives after the first reading.

Commissioner Cooper stated she was interested, initially, but now has concerns about negotiating and having any dialogue that may affect litigation. She stated she is more comfortable with a listening session, but without response. She expressed concern that the press will publish the attorneys' narrative.

Commissioner Sullivan stated he is firmly against meeting with legal representatives as the city did not receive specifics on what the attorneys' want to discuss and the attorneys are not qualified to discuss as they are not developers.

Commissioner DeCiccio stated that she is confused as to the purpose of their request and feels there is no purpose to meeting with them and they can speak at the public hearing.

Mayor Anderson said he is content to hold a meeting after first reading.

Mr. Langley summarized the consensus that representatives could speak at first reading during public comment and schedule a work session with representatives if desired.

The following points were discussed in the review of the changes recommended by the Planning and Zoning Board:

- Change from 100% to 125% FAR:

Dr. James stated that with the significant setbacks, it will be a struggle to reach 125% FAR in the corridor. Mr. Stringfellow added that the board considered the impact of the parking garage counting toward the FAR and how it might impact the FAR and massing. He explained that the board did not see a significant impact on the neighborhood.

Dr. James referenced the FLH wellness center and stated that the preliminary calculation was 98% FAR but he found, after viewing property and building size on the Orange County property appraiser website, the FAR with the parking garage is 120%.

Commissioner Cooper stated that staff needs to go back and look at calculations to determine FAR. Mrs. Sarkisian remarked that the 25% open space criteria should be considered as well. "(Staff later confirmed that the 98% included in the staff report was accurate.)

Mayor Anderson expressed his concern that incorrect parking ratios used in the illustrations for the corridor. Discussion followed regarding the need for a policy decision on 60% base FAR and an increase necessary to create a sufficient incentive to develop property and parking garage criteria. Commissioner Cooper added that there are two policy issues that state that reaching a certain FAR triggers a discussion on apartments or parking structures. She raised the question of whether the city's intention is to encourage apartments and parking structures in Winter Park.

Further discussion was held on scenarios of FAR at different levels and achieving higher FAR. Mr. Stephenson showed renderings at different FARs in subarea D, which prompted additional discussion.

- Transportation/Mobility Fee

Commissioner Cooper stated that it was important to make clear that the transportation fee would apply to developments within the OAO and that the language is clear that there will be cost sharing in the transportation impact fee. She asked if they evaluated whether there should be a transportation or multi-modal fee. Discussion followed on the difference between mobility and transportation impact fees. Mr. Langley added that the multi-modal fee would be language would be defined in a way that is more consistent with a transportation impact fee.

- Architectural Review

Dr. James explained that the language was removed because it is covered in land use code.

- Public Hearings

Commissioner Cooper asked if more detail or the code title could be added when referencing the city code regarding public notice requirements. Discussion followed on the policy language for public notices.

- Block Structures

Dr. James explained that the consensus of P&Z is that the language for block structure is covered adequately in the forthcoming zoning code.

- Vesting Rights

Mayor Anderson stated that there would be discussion at the public hearing on how the language would eliminate litigation without removing people from the OAO.

3) Adjournment

The meeting adjourned at 5:25 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date October 13, 2021
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the regular meeting, September 22, 2021

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CCmin20210922.pdf](#)



City Commission Regular Meeting Minutes

September 22, 2021 at 3:30 p.m.

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

Present

Mayor Phil Anderson
Commissioner Marty Sullivan
Commissioner Sheila DeCiccio
Commissioner Carolyn Cooper
Commissioner Todd Weaver

City Manager Randy Knight
City Attorney Kurt Ardaman
City Clerk Rene Cranis

1) Meeting Called to Order

Mayor Anderson called the meeting to order at 3:32 p.m.

2) Invocation

Imam Abdurrahman Sykes, Rollins College, provided the invocation followed by the Pledge of Allegiance.

3) Approval of Agenda

4) Citizen Budget Comments

5) Mayor Report

- Thanked Winter Park High School for their gifts in honor of WPHS homecoming week.
- Thanked the Police and Fire Departments for their recognition of the 20th anniversary of the 9-11 attack and the Bach Festival Choir and Orchestra for their performance.
- Spoke on the core values resulting from a resident survey in 2016 with the top three values of history/heritage, village ambience and proactive growth/future.

6) City Manager Report

c. Report: Voluntary Vaccination Program

Mr. Knight reported on the vaccination incentive program where employee vaccinations exceeded the 65% goal. He noted that mandatory testing began this week and is going well. At the request of Commissioner Sullivan, Mr. Knight stated he will provide the program costs.

7) City Attorney Report

6) City Manager Report (continued)

a. Meet Your Department: Building and Permitting Services

Director of Building and Permitting Services George Wiggins showed a video highlighting the department's responsibilities and gave a presentation on permit, plans review and inspection activity.

b. Recognition: George Wiggins' Retirement

Mr. Wiggins introduced his family members and his staff who are present to recognize him on his retirement after 47 years. Mr. Knight provided highlights of Mr. Wiggins' career and accomplishments and presented him with a Key to the City. Members of the Commission thanked him for his dedication and service and wished him well in his retirement.

8) Non-Action Items

9) Public Comments | 5 p.m. or soon thereafter (Heard after budget public hearing)

10) Consent Agenda

- a. Approve the minutes of the regular meeting of September 8, 2021 (Removed by Commissioner Cooper)
- b. Approve the minutes of the work session of September 9, 2021
- c. Approve cancellation of regular meetings on November 24 and December 22 due to their close proximity to Thanksgiving and Christmas, respectively.
- d. Approve the following HIDTA Pass-through Purchases
 1. Purchase Orders for specialized, confidential investigative services and facility expenses; \$82,000, \$87,000, \$184,000, \$80,000, \$142,000, \$76,000 and an additional purchase order for \$198,000 for facility expenses of HIDTA.
- e. Approve the following piggyback contract
 2. Central Florida Environmental Corp. - Seminole County Contract #CC-3563-21/RTB - Continuous Contract for Public Works Minor Construction Projects less than \$2,000,000; For services on an as-needed basis during the term of the Agreement, contract term through August 10, 2024; Amount: \$850,000.
- f. Approve the following contracts
 1. Hanson Professional Services, Inc. - RFQ16-17B - Professional Green Planning Services; Amount: \$75,000 for services on an as needed basis during the term of the Agreement.
 2. A Budget Tree Service Inc - ITN23-18A – Vegetation Management Services; Amount: \$100,000.00 for services on an as needed basis during the term of the Agreement.
- g. Budget Amendment for Legal and Litigation Costs

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

Motion made by Commissioner Cooper to amend the September 8th minutes by adding a sentence under the second item under her report that states that this commission has not said the building will be demolished and right now is focused on acquiring the property and is aware of its historical significance; seconded by Commissioner Weaver. Motion carried unanimously with a 5 - 0 vote.

11) Action Items Requiring Discussion

12) Millage and Budget Public Hearings (held after Item 13a)

13) Public Hearings

- a. ORDINANCE 3217-21 AN ORDINANCE AMENDING CHAPTER 58, LAND DEVELOPMENT CODE, ARTICLE VIII, HISTORIC PRESERVATION SO AS TO REVISE THE PROCEDURES REGARDING DEMOLITIONS, PROVIDING FOR CLARIFICATIONS OF THE QUALIFICATIONS, TERMS, VACANCIES AND PROCEDURES FOR THE HISTORIC PRESERVATION BOARD, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. (2nd Reading)

Attorney Ardaman read the ordinance by title.

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

- b. Ordinance proposing Charter Amendments for March 2022 ballot (1st reading - Tabled September 8, 2021)

Attorney Ardaman read the ordinance by title.

Motion made by Commissioner Cooper to approve the ordinance on first reading; seconded by Commissioner Sullivan.

Motion made by Commissioner Sullivan to revise Question 4 to amend Section 2.11(c)(i), Voting, changing the supermajority requirement for density or intensity increases from 50% to 25%; seconded by Commissioner Weaver.

Commissioner Cooper presented alternate language to the code for Question #2 expressing concern that this applies to comp plan map amendments and rezoning but not change in use, and only applies to city-owned property. She suggested adding change of use in order to protect of all parkland/greenspace on all currently zoned park land. She

noted properties where this would apply - WP Pines Golf Course, Rollins baseball field and the Post Office. Discussion followed in the applicability and impact.

Motion made by Commissioner Cooper to revise Question 2 to amend Section 2.08(c), Voting, to read “(i) comprehensive future land use map amendment or rezoning or change in use of park land to a use that is not a recreational or park use; and (ii) comprehensive plan future land use map amendment or rezoning or change in use of land currently zoned...”; seconded by Commissioner Sullivan.

Commissioner Cooper presented revised language to Section 2.08 and Question 3 changing “multi-family use” to “a higher density residential use” and also proposed deleting “except that this subsection does not apply to changes from residential use to public, quasi-public or recreational use” in Section 2.08(c)(ii)

Motion made by Commissioner Cooper to amend Question 3 to amend Section 2.08(c), Voting to read “(i) ... of lakefront property from a residential use to a commercial use, mixed-use or to a higher density residential use”; seconded by Commissioner Weaver. (Motion was amended prior to vote.)

Paul St. Pierre, 1718 Demetree Drive, questioned whether there is a conflict if the city is negotiating the purchase of the property and using the supermajority vote to influence the land use.

Attorney Ardaman advised that requiring a majority or supermajority vote is not relevant.

Upon a roll call vote on the amendment to Question 4, Commissioners Sullivan, Cooper and Weaver voted yes. Commissioner DeCiccio and Mayor Anderson voted no. Motion carried with a 3 - 2 vote.

Upon a roll call vote on the amendment to Question 2, Commissioners Sullivan, Cooper and Weaver and Mayor Anderson voted yes. Commissioner DeCiccio voted no. Motion carried with a 4 - 1 vote.

Attorney Ardaman asked for clarification on Commissioner Cooper’s second motion. Commissioner Cooper confirmed that the motion included both of her proposed changes to Question 3.

In-depth discussion followed on Commissioner Cooper’s motion to change the language from “multi-family residential” to “a higher density residential use” including scenarios and impact and Director of Planning and Transportation Bronce Stephenson responded to questions. Mayor Anderson suggested there may be a better path to define multi-family residential.

Attorney Ardaman advised that it would be clearer to add medium or high-density since both are defined in the Code. **Commissioner Cooper revised her motion to state**

“medium-density or high-density residential use” and after discussion amendment was accepted by Commissioner Weaver who seconded the original motion.

Commissioner Cooper explained her reason for deleting the language removing the applicability to changes from residential use to a public, quasi-public or recreational use. Discussion followed on scenarios where supermajority vote could be required under this language.

Motion made by Commissioner Cooper to change “multi-family” to “a medium-density residential use or high-density residential use;” seconded by Commissioner Weaver. Upon a roll call vote, Commissioners Sullivan, Cooper and Weaver and Mayor Anderson voted yes. Commissioner DeCiccio voted no. Motion carried with a 4 – 1 vote

Motion made by Mayor Anderson to strike in Section 2.08(c)(ii) “except that this subsection does not apply to changes from residential use to public, quasi-public or recreational use”; seconded by Commissioner Cooper. Upon a roll call vote, Commissioners Cooper and Weaver voted yes. Commissioners Sullivan and DeCiccio and Mayor Anderson voted no. Motion failed with a 2 - 3 vote.

Upon a roll call vote on the main motion as amended, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5 - 0 vote.

Mayor Anderson declared a recess at 4:50 p.m. and reconvened the meeting at 5:00 p.m.

12) Millage and Budget Public Hearings (held after 5:00 p.m.)

- a. ORDINANCE 3215-21 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING A 4.0923 MILL AD VALOREM TAX LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE GENERAL OPERATING EXPENSES OF THE CITY, AND A 0.2891 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2017 & 2020. (2nd Reading)
- b. ORDINANCE 32-16-21 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022 AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN; APPROPRIATING FUNDS FOR THE GENERAL FUND, DESIGNATIONS TRUST FUND, STORMWATER UTILITY FUND, COMMUNITY REDEVELOPMENT FUND, AFFORDABLE HOUSING TRUST FUND, FEDERAL FORFEITURE FUND, POLICE GRANT FUND, DEBT SERVICE FUND, WATER AND SEWER FUND, ELECTRIC UTILITY FUND, FLEET MAINTENANCE FUND, EQUIPMENT REPLACEMENT FUND, EMPLOYEE INSURANCE FUND, GENERAL INSURANCE

FUND, CEMETERY TRUST FUND, GENERAL CAPITAL PROJECTS FUND AND STORMWATER CAPITAL PROJECTS FUND; PROVIDING FOR MODIFICATIONS; PROVIDING FOR AMENDMENTS TO SAID ANNUAL BUDGET TO CARRY FORWARD THE FUNDING OF PURCHASE ORDERS OUTSTANDING AND UNSPENT PROJECT BUDGETS AS OF SEPTEMBER 30, 2021; AND AUTHORIZING TRANSFER OF FUNDS HEREIN APPROPRIATED BETWEEN DEPARTMENTS SO LONG AS THE TOTAL FUND APPROPRIATIONS SHALL NOT BE INCREASED THEREBY. (2nd Reading)

Mayor Anderson stated the millage rate needed in FY 22 to generate the same tax revenue as in FY 21 is 3.9604 mills. The proposed budget is based on 4.0923 mills, which will result in an increase in property taxes due to increases in assessed property values. In addition, a 0.291 mill voted debt service is levied for bonds issued. A simultaneous public hearing will be held on these ordinances.

Attorney Ardaman read the ordinances by title. There were no public comments.

Motion made by Commissioner DeCiccio to adopt the ordinances; seconded by Commissioner Cooper.

Upon a roll call vote to adopt the millage rate ordinance, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5 - 0 vote.

Upon a roll call vote to adopt the budget ordinance, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5 - 0 vote.

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

Justin Harvey, 103 S. Osceola, Orlando, presented historical data on diseases, vaccinations and eradication and stated he feels that people's skepticism on vaccination is due to the potential risk.

13) Public Hearings (continued)

- c. ORDINANCE 3218-21 - AN ORDINANCE OF THE CITY OF WINTER PARK FLORIDA, AMENDING ARTICLE III OF CHAPTER 2 OF THE WINTER PARK CODE OF ORDINANCES REGARDING SUBSIDIARY CITY BOARDS TO REESTABLISH THE LAKE KILLARNEY ADVISORY BOARD AND AMENDING ARTICLE III OF CHAPTER 114 REGARDING THE LAKE KILLARNEY ADVISORY BOARD TO MAKE SUCH PROVISIONS CONSISTENT WITH THE CITY CHARTER; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. (2nd reading)

Attorney Ardaman read the ordinance by title.

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

Appointments will be made at the next meeting.

- d. Ordinance approving amendment to Line of Credit with Truist for Electric (1st Reading)

Attorney Ardaman read the ordinance by title.

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

- e. Request of City of Winter Park: Ordinance amending the Comprehensive Plan to create the Orange Avenue Overlay (OAO) District. (1st Reading)

Mayor Anderson noted that this will be a page by page review of the ordinance as recommended by the Planning and Zoning Board and with subsequent staff recommendations led by Director of Planning and Transportation Bronce Stephenson.

Attorney Ardaman read the ordinance by title.

Motion made by Mayor Anderson to approve the ordinance on first reading; seconded by Commissioner DeCiccio.

Mr. Stephenson gave a presentation on the purpose and background of the OAO. He noted a scrivener's error at the bottom of Page 1 – Goal 1-8 should be Goal 1-9.

Amendment #1 - Motion made by Mayor Anderson to amend the ordinance (top of Page 2) inserting "block structure" between "site design" and "landscaping;" seconded by Commissioner Cooper.

Mr. Stephenson referred to the OAO boundary map showing an area added back into Subarea A bounded by Balch, Minnesota and Kelly at the recommendation of Planning and Zoning Board.

Amendment #2 - Motion made by Commissioner Cooper to amend the ordinance (top of page 3) inserting "block structure" after "maximum height;" seconded by Commissioner Sullivan.

Mr. Stephenson explained the Planning and Zoning Board's change to the maximum achievable FAR from 100% to 125% and the addition of language "up to a 20% residential density increase for workforce housing shall be permitted" in Subareas D, I and J.

Amendment #3 - Motion made by Commissioner Cooper to amend the ordinance (pages 5 and 6) under Subareas D, I and J, changing the word “shall” to “may” (in reference to residential density increase for workforce housing); seconded by Commissioner DeCiccio.

Amendment #4 - Motion made by Commissioner Cooper to amend the ordinance (top of Page 5, Subarea C) changing Maximum Height of Parking Structure from “2 levels, plus open top level” to “three stories”; seconded by Commissioner Weaver. (Modified below)

Discussion followed on defining the height by levels or stories. Mayor Anderson recalled it was three-levels: the first floor, a second level and a third level, which is essentially two stories.

Amendment #4 (modification) - Commissioner Cooper modified her motion changing the language to “two stories, plus an open top level”; seconded by Commissioner Sullivan.

Amendment #5 - Motion made by Mayor Anderson to amend the ordinance (Page 4, Subarea C) changing the Maximum Floor Area Ratio from 20% to 9%; seconded by Commissioner Weaver. (Motion substituted at vote to change the FAR to 10%)

Amendment #6 - Motion made by Commissioner Cooper to amend the ordinance (Pages 5-6, Subareas D, I and J) reinstating the 20-year descriptor for work force housing; seconded by Commissioner Weaver.

Amendment #7 - Motion made by Mayor Anderson to amend the ordinance (pages 5-6, Subareas D, I and J) reducing the Maximum Achievable FAR to 100%; seconded by Commissioner Weaver.

Commissioner Sullivan questioned reducing the FAR as he feels 100% is not equitable. Mayor Anderson asked if changing back to 125% at second reading would be deemed a significant change and require a second, first reading. Attorney Ardaman opined that the safer course is to move from 100% now and to a higher FAR at second reading as it would not reduce a property owner’s right to a higher FAR. Discussion followed on moving between 100% and 125%. Commissioner Sullivan said he would like to see an economic case for 125% versus 100% FAR.

Mr. Stephenson addressed meaningful open space requirements and said that leaving the property size at 2 acres would exempt Subarea I and other key properties (Jewett) from this requirement. He recommended reducing the size to 1.5 acres.

Amendment #8 - Motion made by Commissioner Weaver to amend the ordinance (Page 6, Meaningful Open space Requirements) changing “2 acres” to “1.5 acres;” seconded by Commissioner Cooper.

Commissioner Cooper spoke on the Parallel Orange Avenue Access policy that was deleted and proposed alternate language which reads: "Where Palmetto Drive, Vivian Drive and Harmon Drive provide secondary and primary access to properties within the OAO area, protection of on-street parking, maximizing ease of traffic flow and maintaining the existing 50-foot public right-of-way shall be matter of priority should realignment or vacation be requested." Discussion followed on the proposed language.

Amendment #9 - Motion made by Mayor Anderson to amend the ordinance to reinstate the Parallel Orange Avenue Access policy as modified by Commissioner Cooper; seconded by Commissioner Cooper.

Commissioner Cooper presented the following which has been reviewed by the City Attorney:

Policy 1-xxx: Multi-Modal Transportation Impact Fee. It is the intent of the City to establish a multi-modal transportation impact fee requiring development projects to make a contribution towards the costs of design, engineering, permitting and construction of transportation and mobility projects. Development and redevelopment within the OAO will be required to pay multi-modal transportation impact fee(s) in accordance with the ordinance to be adopted by the City. In the event such multi-modal transportation impact fee is not effective at the time that a development project within the OAO is requesting a conditional use approval, the owner and developer of such project shall enter into an agreement with the City addressing the project's contribution to transportation and mobility infrastructure impacted by such project as one of the conditions for conditional use approval, if approved. Any such agreement will provide credits for any multi-modal transportation impact fees that are ultimately paid by the development project.

Amendment #10 - Motion made by Commissioner Cooper to amend the ordinance to add the language provided by Commissioner Cooper. (Replaced with motion below.)

Commissioner Weaver suggested amending the first sentence to read "The City shall establish..." combined with Weaver change; seconded by Commissioner Weaver.

Amendment #10 (modified) Motion made by Commissioner Cooper to amend the ordinance to revise the multi-modal policy using the language provided by Commissioner Cooper and vetted by legal and changing the first sentence to read "The City shall establish ..." as suggested by Commissioner Weaver; seconded by Commissioner Weaver.

Amendment #11 - Motion made by Commissioner Cooper to amend the ordinance to keep the Appearance Review policy; seconded by Commissioner Weaver.

Mr. Stephenson presented staff's recommendation on the policy for public hearings for conditional uses that all conditional uses have two public hearings before the Commission

and requires city-wide notice on large projects. After discussion on the language proposed by Planning and Zoning Board, no amendments were proposed.

Commissioner Cooper addressed the policy on FAR for parking structures and expressed concern that the FAR exemption applies to "any" units that meet workforce housing criteria. Mayor Anderson said the intent is if workforce housing is provided as a bonus to housing project, those parking spaces are exempt but if the entire project is workforce housing then the garage is not exempt.

Amendment #12 - Motion made by Mayor Anderson to amend the ordinance (Page 7, Floor Area Ratio for Parking Structures) revising the last sentence to read "For any units qualifying for the workforce housing exemption, not to exceed 20% of the total project, the required parking spaces shall be exempt." Seconded by Commissioner Weaver.

Commissioner DeCiccio addressed and discussion was held on the Block Structure policy.

Amendment #13 - Motion made by Commissioner DeCiccio to amend the ordinance (Page 7, Block Structure) deleting "and vehicular circulation" from the last sentence; seconded by Commissioner Weaver. (Amended after public comments.)

Members of the commission commented on vesting, addressing claims of an inordinate burden and risks of litigation. Attorney Ardaman explained the provisions of the ordinance and process when a property owner files a claim of an inordinate burden. He pointed out that there is no automatic right to opt out and property owners must file a claim and prove their case. He responded to questions regarding evaluation of claim of inordinate burden. Discussion followed on scenarios, rights, potential outcomes and risks.

Mayor Anderson declared a recess at 7:21 and reconvened the meeting at 7:28 p.m.

Commissioner DeCiccio expressed her concern about lowering the FAR to 9% in Subarea C as it may prohibit restrooms.

Allison Turnbull Jones, attorney representing Demetree Global, said they have significant concerns about FAR and its calculation, max height, open space calculation and other provisions. She requested a meeting between first reading and adoption of the ordinance to discuss those concerns because they are project specific. Mayor Anderson suggested deferring discussion until Commission reports.

Frank Hamner, attorney representing Holler properties, expressed his concern about the changes that have been made and feels that the ordinance has gotten worse over the past year with disregard to public input and process.

Beth Hall, 517 Sylvan Drive, supported the proposed amendments adopting a maximum FAR of 100% in Subareas D, I and J and reducing the 2-acre size in the meaningful open

space policy. She suggested changing the language in the block structure to "or vehicular circulation" rather than deleting it.

Amendment #13 (modification) Commissioner Cooper amended her motion changing the language (Page 7, Block Structure) to "or vehicular circulation" in the last sentence. Accepted by maker of the motion.

Amendment #1 (adding "block structure" to (renumbered) Goal 1-9) – Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5 - 0 vote.

Amendment #2 (adding "block structure to first policy at top of Page 3) - Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5 - 0 vote.

Amendment #3 (changing the word "shall" to "may" in Subareas D, I and J) - Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5 - 0 vote.

Amendment #4 – (Revising maximum height of parking structure) - Discussion was held on the defining height and intent for a surface level and two parking decks. Commissioner Cooper clarified her motion was for two stories.

Motion made by Mayor Anderson to amend the ordinance changing the maximum height of parking structure to 2 stories with a maximum height of 30 feet; seconded by Commissioner Weaver. Upon a roll call vote Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5 – 0 vote.

No vote was taken on Amendment #4 due to passing of previous motion.

Amendment #5 (Reducing FAR to 9% in Subarea C) – Mayor Anderson responded to Commissioner DeCiccio's prior comments about the FAR to allow a public restroom. Commissioner Weaver suggested increasing the FAR to 10% which will allow additional square footage. (Mayor Anderson substituted the original motion with the motion below.)

Motion made by Mayor Anderson to reduce the FAR in Subarea C to 10%; seconded by Commissioner Weaver. Upon a roll call vote Commissioners Sullivan, Cooper and Weaver and Mayor Anderson voted yes. Commissioner DeCiccio voted no. Motion with a 4 - 1 vote.

Amendment #6 (Reinstating 20-year descriptor for workforce housing) - Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5 – 0 vote.

Amendment #7 (Reducing maximum achievable FAR to 100% in Subareas D, I and J) - Upon a roll call vote Commissioners Sullivan, Cooper and Weaver and Mayor Anderson voted yes. Commissioner DeCiccio voted no. Motion carried with a 4 – 1 vote.

Amendment #8 (changing “2 acres” to “1.5 acres” in Meaningful Open Space Requirement policy) - Upon a roll call vote Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5 – 0 vote.

Amendment #9 (reinstate and modify Parallel Orange Avenue Access policy) - Upon a roll call vote Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5 – 0 vote.

Amendment #10 (multi-modal policy using the language provided by Commissioner Cooper and changing the first sentence to read “The City shall establish...” Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5 – 0 vote.

Amendment #11 (Reinstate Appearance Review Committee) – Commissioner DeCiccio said she feels this is onerous to small business owners and recalled the intent was that this apply to businesses over 10,000 square feet. Mayor Anderson said he believes the land development code will set forth the ability to modify the appearance review requirements and regulations. Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5 – 0 vote.

Amendment #12 (revising language relating to workforce housing and exemption of parking spaces from FAR) – Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5 – 0 vote.

Amendment #13 as modified (changing Block Structure policy to read “or vehicular circulation”) - Upon a roll call vote, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5 – 0 vote.

Mayor Anderson noted that the Block Structure policy needs to be revised changing 2 acres to 1.5 acres (scrivener’s error) based on the approved amendment.

Upon a roll call vote on the main motion as amended, Commissioners Sullivan, DeCiccio, Cooper and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5 – 0 vote.

14) City Commission Reports

Commissioner Sullivan

- Suggested the Commission act to secure grants for the parks. Winter Park Land Trust is interested in partnering with the city on this effort and has arranged for a grant writer to work with the city, sharing the cost. In an effort to secure grants, direction is needed from Parks and Recreation Department to manage the parks development process. He asked the city to provide assistance to the department so the department director can focus on this effort to help define grant-eligible needs for the parks. He cited greenway connectors between parks as an example.

Commissioner DeCiccio said she feels underlying studies are needed to prepare grant applications and should identify what we have, what we need and don't need and then create a long-term strategic plan and then pursue grants.

Commissioner Cooper supported the use of the \$750k that has been allocated to make projects shovel-ready to pursue grants but staffing issues need to be coordinated by management. She agreed this is needed but the question is the process.

Mayor Anderson spoke on funding and the long-term strategic plan, timing and direction.

Commissioner Weaver expressed his support including having a dedicated person to do grant writing.

Discussion was held on the process to identify parks inventory, need for a parks strategic plan, funding, and identifying available grants to be pursued. Parks and Recreation Director Jason Seeley provided information on the cost to develop a parks strategic plan which can exceed \$300k depending on the depth of the study.

Consensus was for staff to develop an agenda item with a plan, proposed action items and source of funding.

Commissioner DeCiccio

- Spoke on the MLK Unity Corner which she feels needs more work and the city needs to honor the promise to do something at that corner and move forward now. She brought forward a request for a memorial in Shady Park to honor founders. Parks and Recreation Director Jason Seeley provided the background of plans for Unity Corner and cost projections, but neither the plans or budget was approved.

Lengthy discussion followed on plans and budgets for these projects. Mr. Seeley noted that \$250k is budgeted for Shady Park and \$100k for MLK Unity Corner and that proposals need to be vetted by the CRA Advisory Board and Public Art Advisory Board before coming back to Commission.

Commissioner Cooper said the budget needs to be defined so the projects can be designed to fit within that budget.

Mayor Anderson said that \$350k is budgeted for both projects but there may be a need to change the scope or increase the budget to complete the projects.

- Said she would like the commission to have the opportunity to review and vet the proposals for the post office property before making any officers/counter-offers on the property. Mr. Knight said proposals would be presented to the commission before making a binding offer. He recommended that he be allowed to make non-binding tentative offers pending commission approval, as has been past practice. He advised that the deadline for submitting proposals is October 26th.

Commissioner Cooper

- Thanked staff on success of vaccination program.
- Suggested that the group who made the presentation on Exchange concept for the old Library be invited to the October 14th work session on reuse of the old Library.
- Urged the Commission to speak with Mr. Knight about considering funding the cost to maintain the landscaping at the Post Office which, until recently, was being maintained by a resident.
- Asked whether the process has been established to identify what projects/studies are funded from the \$750k ARPA allocation to prepare advanced plans to apply for grants because it could include parks projects. Mr. Knight confirmed that a prioritized list will be presented to the commission.

Commissioner Weaver

- Addressed his previous comments on partnering with Maitland and Eatonville to develop parkland at the old Hungerford Elementary property. An RFP was issued with a development proposal accepted by the school board.
- Noted that the leaf blower survey is on front page of website and encouraged people to respond. Commissioner Sullivan urged the Commission to share on their social media.

Mayor Anderson

- Spoke about commission interaction with city boards. He stated the EDAB has adopted a strategy plan and asked that the commission consider some of the suggestions in the plan when it is presented to the commission. He asked that any suggestions or comments be sent to the City Manager who will share with the commission and appropriate board members.
- Thanked commission for their work on OAO.

15) Summary of Meeting Actions

- Approved the Consent Agenda.
- Adopted the ordinance amending the historic preservation code.
- Approved charter amendment ordinance on first reading with amendments.
- Adopted the ordinance establishing the Lake Killarney Advisory Board. Appointments will be made in the 10/13 meeting.
- Approved the ordinance amending the Line of Credit on first reading.
- Approved the OAO ordinance on first reading with amendments.
- Adopted the millage rate and budget ordinances.
- Bring back discussion of parks and grants and \$750k allocation
- Bring back discussion of MLK Unity Corner and Shady Park projects.

16) Adjournment

The meeting was adjourned at 9:20 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date October 13, 2021
prepared by Michael Hall	approved by Jennifer Maier, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

Approve the following piggyback contract

item list

1. Hubbard Construction Company - Seminole County Contract #IFB-603616-19/BJC - Pavement Management Program Services; For services on an as-needed basis during the term of the Agreement, contract term through December 25, 2022; Amount: \$925,000.

motion / recommendation

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

background

1: A formal solicitation process was conducted by the originating agency to award this contract.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budgets.



City Commission **agenda item**

item type Action Items Requiring Discussion	meeting date October 13, 2021
prepared by Melissa Meade	approved by Troy Attaway, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Quality of Life	

subject

Tanglewood Canal Interlocal Agreement

motion / recommendation

Staff suggests approval of Interlocal agreement

background

The Tanglewood Canal project has been brought forward to assist with the flooding and maintenance issues in areas of North Lakemont Ave., Lake Howell Rd., and Arbor Park Dr. within the County and the City that occurs during certain storm events, as the current drainage ditch system does not provide adequate stormwater drainage conveyance in these areas for large storm events. This project is in the stormwater CIP in FY 22.

The Tanglewood Canal is a drainage ditch within the Tanglewood subdivision on the west side of Lake Howell Rd. and certain properties within the Interlachen subdivision on the east side of Arbor Park Drive. The ditch is approximately 15-foot wide by 1,842-foot long non stabilized trapezoidal drainage ditch. The canal runs along the Seminole County and City of Winter Park limits and serves both jurisdictions which is why this Interlocal agreement is needed .

Both the City and County attorneys have reviewed the Interlocal Agreement.

alternatives / other considerations

fiscal impact

The total cost for the construction portion of the project was estimated to be approximately \$1,015,800.00. The agreement between Seminole County and City of Winter Park is each shall pay one-half (\$507,600 each) of the fees, costs, and expenses for the construction and construction management portions of the Project.

Lakes and Waterways Advisory Board and City Commission approved the funding for the project.

ATTACHMENTS:

[Tanglewood Canal Interlocal Agreement Seminole County](#)

ATTACHMENTS:

[Exhibit A: Drainage Ditch Area](#)

ATTACHMENTS:

[Exhibit B: Drainage Improvements](#)

ATTACHMENTS:

[Exhibit C: Construction Specifications and Estimated Costs](#)

INTERLOCAL AGREEMENT

between

SEMINOLE COUNTY, FLORIDA

and

CITY OF WINTER PARK, FLORIDA

regarding

TANGLEWOOD CANAL IMROVEMENTS

**Approved by the Seminole County
Board of County Commissioners
_____, 2021**

**Approved by the City of Winter Park
City Commission
_____, 2021**

INTERLOCAL AGREEMENT
between
SEMINOLE COUNTY, FLORIDA
and
CITY OF WINTER PARK, FLORIDA
regarding
TANGLEWOOD CANAL DRAINAGE IMPROVEMENTS

THIS INTERLOCAL AGREEMENT (“AGREEMENT”) is made and entered into by and between **Seminole County, Florida**, a charter county and political subdivision of the State of Florida (the “County”), and the **City of Winter Park, Florida**, a municipal corporation created and existing under the laws of the State of Florida (the “City”).

RECITALS

WHEREAS, the County has authority pursuant to Section 125.01(3)(a), Florida Statutes, to enter into contractual obligations necessary or incident to carrying on its role as a political subdivision of the state of Florida; and

WHEREAS, the City has the governmental, corporate, and proprietary authority pursuant Section 166.021, Florida Statutes, to enter into contractual agreements for a valid municipal purpose; and

WHEREAS, the County and the City have authority pursuant to Section 163.01, Florida Statutes, to enter into interlocal agreements with one another to provide facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and developments of their local communities; and

WHEREAS, certain properties within the Tanglewood subdivision on the west side of Lake Howell Road and certain properties within the Interlachen subdivision on the east side of Arbor Park Drive abut an approximately 15-foot wide by 1,842-foot long trapezoidal drainage

ditch and some segments of buried pipe (in this Agreement referred to as “Drainage Ditch”) which Drainage Ditch is located approximately between the southern boundary of Glen Haven Cemetery and Briarcliff Road within some publicly dedicated easement areas which area is generally depicted on the attached **Exhibit “A”** (in this Agreement referred to as “Drainage Ditch Area”); and

WHEREAS, flooding in the areas of North Lakemont Avenue, Lake Howell Road, and Arbor Park Drive within the County and the City occurs during certain storm events; and

WHEREAS, the Drainage Ditch does not provide adequate stormwater drainage conveyance in these areas; and

WHEREAS, in order to improve the stormwater drainage in these areas of the County and the City and in proximity to and as affected by stormwater conveyance in the Drainage Ditch, the parties wish to implement certain drainage improvements in the locations as described and specified in section 2 below and on the attached **Exhibit “B”** (in this Agreement referred to as the “Drainage Improvements”); and

WHEREAS, the material specifications and estimated construction costs of the Drainage Improvements are set forth on the attached **Exhibit “C”** (in this Agreement referred to as the “Construction Specifications and Estimated Costs”); and

WHEREAS, the County and the City desire to complete all surveying and geotechnical services within four (4) months of executing this Agreement; and

WHEREAS, the County and the City desire to have the City enter into a construction contract for the Drainage Improvements within three (3) months of completing all surveying and geotechnical services; and

WHEREAS, the surveying, geotechnical services, design, engineering, permitting, construction and completion of the Drainage Improvements collectively constitutes the “Project”; and

WHEREAS, the County and the City desire to have the entirety of the Project completed within five (5) months of entering into the construction contract, if practicable; and

WHEREAS, construction of the Project will be completed under the project management, Construction Engineering Inspection, and direction of the City with only the construction costs of the Project being shared and paid equally by the County and the City in the manner set forth in this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

2. Scope of Project. Without limiting the extent and particulars for the Drainage Improvements and Project, this Project includes construction and installation of two separate concrete pipelines sections to direct and accommodate stormwater from the Drainage Ditch to existing stormwater drainage facilities located in the Interlachen Drainage Canal System as graphically depicted on the attached **Exhibit “B.”** Areas within the Drainage Ditch where buried pipe exists will be modified to remove the buried pipe and graded to form a shallow grassed swale to direct run off from adjacent lots to the Drainage Improvements:

2.1. Northern Portion. The northern portion of the Project consists of the Drainage Improvements as follows: A pipeline will be installed to transport stormwater from the Drainage Ditch Area, under Lake Howell Road, to the existing Interlachen

Drainage Canal System. Beginning at the southern boundary of Glen Haven Cemetery, a new elliptical concrete pipeline will be installed running south to a storm manhole within the Oneco right-of-way. From the first storm manhole, an elliptical concrete pipeline will be installed in an east-south-east direction, beneath the Oneco right-of-way and under Lake Howell Road to a second storm manhole. From the second storm manhole, an elliptical concrete pipeline will be installed running south to a third storm manhole. At the third storm manhole, an elliptical concrete pipeline will be installed running east and connecting to the Interlachen Drainage Canal System.

2.2. Southern Portion. The southern portion of the Project consists of the Drainage Improvements as follows: This portion of the Project requires the replacement of the existing pipeline within the Interlachen Neighborhood and the installation of a new pipeline within the Drainage Ditch Area to connect the replacement pipeline to an existing stormwater drainage pipe as follows. The southern portion of the Project begins at the southwest corner of Palm Avenue and Arbor Park Drive. The existing 30-inch pipeline running east under Arbor Park Drive, parallel to Palm Avenue and draining into the Drainage Ditch, will be replaced with an appropriately sized new round concrete pipe. Such pipeline will be constructed under Arbor Park Drive and connect to a storm manhole located below or within the Drainage Ditch. From this storm manhole, a new round concrete pipe will be constructed running south to an existing 56-inch drainage pipe at the southern end of the Drainage Ditch.

3. City Obligations. The City shall provide the following services associated with the Project:

3.1. The City waives all City permitting fees, right of way utilization fees, and all other review and permitting fees for and in any way related to the Project.

3.2 Design Services and Engineering Work. The City shall carry out all surveying, geotechnical services, design, engineering, and permitting for the Project (collectively the “Design and Permitting Services”). Without limiting the scope of engineering, such includes any civil and structural engineering for the Project. Without limiting the scope of permitting, this permitting includes obtaining all necessary governmental permits and approvals (collectively “Permits”) for the Project. City shall submit design plans, technical specifications, and calculations to the County for peer-review at submittal milestones 60%, 90%, and Final bid deliverables. The sizes and dimensions of all of the replacement pipes and pipelines contemplated in subsections 2.1 and 2.2 above and any other needed or appropriate specifications for the Drainage Improvements and Project will be determined by the City during the design and engineering phase of the Project, and the foregoing will become part of the Drainage Improvements and Project. Geotechnical services include, without limitation, any subsurface surveying, testing, and monitoring associated with the Project. Surveying services includes, without limitation, topographic surveying, surveying of existing utilities, and any related surveying and surveying consultation services for the Project. Construction management services include, without limitation, all services regarding scheduling, cost estimates, bid preparation, bid award recommendations, quality control, coordination between contractors, actual construction of the Drainage Improvements, and any other construction related service for the Project not otherwise provided by the construction contractor.

4. County Obligations. The County shall provide and carry out, or cause to be carried out, the following services associated with the Project:

4.1. County Permitting Fees. The County waives all County Permit fees, right of way utilization fees, and all other review and permitting fees for and in any way related to the Project.

5. Mutual Obligations. The County and City shall each pay one-half of the fees, costs, and expenses for the construction and construction management portions of the Project only. Any other fees, costs, or expenses related to the Project will be the sole obligation of the City.

6. Geotechnical, Surveying, Engineering, and Construction Contractor Selection Process. The City shall select the contractors for all geotechnical services, construction, and construction management services for the Project. The City will self-perform surveying, design, and construction documents in accordance with SAI Engineering recommendations. The City shall prepare and process a request for proposals for each aspect of the Project that is required by law to be competitively bid in accordance with the City's responsibilities described in this Agreement. The City shall accept proposals for the foregoing services. The City shall also review each bid and present to the County the City's selection and proposed contract for each portion of the Project to be bid. Within fifteen (15) calendar days of the City's submission to the County of each proposed contract contemplated by this Agreement, the County either shall approve such contract or proposal or provide specific suggested revisions that would make the contract or proposal acceptable to the County, failing which, the submitted contract or proposal will be deemed as being approved by the County. If any revisions proposed by the County are not acceptable to the City, the City shall advise the County, and the County shall either accept the contract or proposal without the suggested revision(s) or be solely responsible for any additional

costs related to the County's proposed revision(s) that are not acceptable to the City. City shall complete the preparation, advertising, processing, bidding, and selection requirements of this Section 6 shall be completed by the City, at the City's sole cost and expense.

7. Permitting (SJRWMD)

The City will prepare and present application documentation for review and approval from the Saint John's River Water Management District. The City of Winter Park and Seminole County will apply as co-permittees to the project with maintenance jurisdictions assigned within the Boundaries of the respective jurisdictions. If that is not acceptable to the Water Management District, the City will transmit individual applications for each jurisdiction prepared by the individual parties. Both the City and the County agree to share equally all construction costs beyond the defined scope and Exhibit "C" required by the Water Management District for permit acquisition.

If the cost to comply with the Water Management District requirements is deemed excessive compared to the overall benefit of the project, either party may terminate this agreement at no cost or penalty to either party.

Timeframes described in the agreement are contingent on SJRWMD permit approval, and timeline benchmarks will be adjusted accordingly. Submittal to SJRWMD for permit approval will toll the time provided in this Agreement for performance until such permit is approved, and the timeline established in this Agreement will resume upon the commencement of the construction bidding process.

8. Cost Sharing. The total cost for the construction portion of the Project is estimated to be approximately \$1,015,800.00 ("Project Cost") as set forth on the Construction Specifications and Estimated Costs attached hereto as **Exhibit "C"** to this Agreement. If the amount of the

awarded and executed City construction bid contract is lower than the approximate “Project Cost,” then the parties agree that this Agreement shall be automatically, without further action from either of the parties, be updated to reflect the actual “Project Cost” as stated in the awarded and executed City construction bid contract. If the amount of the awarded and executed City construction bid contract is higher than “Project Cost,” the City will notify the County and request that the additional amount be shared with the County. The City reserves the right to notify the County, reduce the scope of work, and re-solicit the project to lower the cost of the project. County payment for the one-half contribution of the construction cost will be made within 30 days of the County receiving proper contractor quarterly invoices and progress reports during construction. County has the right to withhold payments at any time during construction if there are valid concerns with the contractor of the construction work being performed; however, such right is contingent upon the County providing the City with 30 advance written notice of its concerns and the City’s failure to remedy or otherwise address those concerns within 30 days of receiving such notice.

At the end of each quarter, the City shall deliver to the County a summary and documentation for the time, fees, and costs incurred for the Project (“Documentation”). Within ten (10) days of County’s receipt of Documentation, the County shall notify the City, in writing, of any dispute, questions, or concerns with the Documentation. Within twenty (20) days following the City’s receipt of the County’s written notice, the City shall correct any error in the Documentation and provide satisfactory and supplemental materials or explanations to the County to resolve any questions or concerns. If the fees, costs and expenses related to the construction portion of the Project exceed the Project Cost, the County shall pay the City one-half of the overage within thirty (30) days of the County’s receipt of the Documentation supporting the overage. If,

upon completion of the Project, the fees, costs, and expenses related to the construction portion of the Project amount to less than the Project Cost, the City shall pay the County one-half of the difference between the Project Cost and the actual total fees, costs and expenses to complete the construction portion of the Project within thirty (30) days. City shall submit to the County the reasons and justifications for the cost increase for County review and acceptance, if, upon completion of the Project, the total fees, costs, and expenses related to the construction portion of the Project are greater than the Project Cost. In addition to providing such reasons and justifications to the County, the City shall invoice the County for one-half of the difference, and the County shall pay the City the appropriate amount due within thirty (30) days of the invoice.

9. Contract Approval. Neither party may enter into a contract with a contractor under this Agreement without approval of the other party. Every contract must be presented to the other party for review and comment prior to ratification, subject to Section 6 *supra*.

10. Construction of Drainage Improvements. The City shall have the Project constructed in a good and workmanlike manner in accordance with all applicable laws, rules, and regulations and pursuant to those plans and specifications acceptable to the City and the County. The Project will commence within thirty (30) days after the parties agree on (i) the first work effort for the Project and (ii) the City receives of the County's payment of one-half of the Project Cost.

11. Inspections. The County may inspect the Drainage Improvements prior to and during the duration of the Project. All inspections of the Drainage Improvements by the County or its representatives performed pursuant to this Agreement must not interfere with the construction of the Drainage Improvements or the day-to-day activities of the City's personnel, including the City's or contractors and subcontractors.

12. Miscellaneous.

12.1. Validity. The County and the City each represents, warrants, and covenants to and with the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Also, the County and the City each hereby represents, warrants and covenants to and with the other that this Agreement has been validly approved by its respective governing body, and that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with its terms (assuming the due authorization, execution, and delivery by the other party).

12.2 Indemnification / Sovereign Immunity. Each party shall indemnify, defend, and hold harmless the other party from any third-party claims, actions, liabilities, losses, expenses, damages, fees, costs, or fines, including costs and attorney's fees at trial and appeal, (for personal injury or property damage) to the extent arising from the indemnifying party's own acts or omissions. Regardless of the foregoing, each party expressly retains all rights, benefits, and immunities of the doctrine of sovereign immunity, including any limited waiver of sovereign immunity as set forth in § 768.28, Florida Statutes, and nothing in this Agreement may be interpreted or construed as requiring either party to waive any defense of sovereign immunity or one party to indemnify or otherwise insure the other party for the other party's own negligence in contravention of § 768.28(19), Florida Statutes. Furthermore, nothing in this Agreement may inure to the benefit of any third party for the purpose of allowing any claim against either of the parties, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This section will survive the expiration and termination of this Agreement.

12.3 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with their respective legal counsel prior to its execution, and therefore, no language in this Agreement may be construed for or against either party.

12.4 Headings. The headings or captions of sections or subsections used in this Agreement are merely for the convenience of the parties for reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

12.5. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term will be excluded to the extent of such invalidity or unenforceability; and all other terms will remain in full force and effect. To the extent permitted and possible, the invalid or unenforceable term will be deemed replaced by a term that is valid and enforceable and comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision materially and adversely affects the substance and purpose of the Agreement, the party adversely impacted may terminate this Agreement without penalty by submitting 30 days' written notice to the other party setting forth the nature of the adverse effect and announcing its intention to terminate the Agreement.

12.6. Governing Law; Venue; Attorney's Fees and Costs.

a. This Agreement is governed by and will be construed in accordance with laws of the State of Florida.

b. Venue for and jurisdiction over any action arising out of or related to this Agreement will be, if in state court, in the Circuit Court for the Eighteenth Judicial

Circuit in Seminole County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division.

c. If a party deems it necessary to take legal action to enforce any provisions of this Agreement, each party shall bear its own attorney's fees and costs at both the trial and appellate levels.

12.7 Entire Agreement. This Agreement, together with any exhibits, constitutes the entire Agreement between the parties regarding the subject matter of this Agreement. Any prior oral or written agreements or understandings of any kind between the parties relating to the subject matter of this Agreement are null and void and of no further effect.

12.8. Amendments. This Agreement may be amended only by express written instrument approved by the Board of County Commissioners of the County and the City Commission of the City, and executed by the authorized officers of each party.

12.9 No Waiver of Regulatory Jurisdictions. Neither this Agreement, nor any provision thereof, may be construed as a waiver of any regulatory jurisdiction of the County or the City that exists on the Effective Date or at any other time thereafter.

12.10 Assignment. Neither party may sell, assign or transfer this Agreement or any interest it may have under it, without prior written approval of the other party, such approval to be not unreasonably withheld, and provided that any such assignment will not unreasonably interfere with the rights of the non-assigning party. All covenants, terms, conditions, and provisions of this Agreement are binding upon the parties hereto and shall extend to and be binding upon the successors and permitted assigns of the parties.

12.11 No Third-Party Beneficiaries. This Agreement is solely for the benefit of City and County and no rights or cause of action will accrue upon or by reason hereof, to or for the benefit of, any third party not a formal party to this Agreement.

12.12. Notices. Any notice required to be given or otherwise given by one party to the other party must be in writing and will be deemed delivered when given by hand delivery; five (5) days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail; and addressed as follows:

If to the County: Seminole County Engineering Division
100 East 1st Street
Sanford, Florida 32771

With a copy to: Seminole County Project Manager
Attention: Tuan Huynh, P.E.
100 East 1st Street
Sanford, Florida 32771

If to the City: Director, Public Works
City of Winter Park
401 South Park Avenue
Winter Park, Florida 32789

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

In all cases, notices will be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified. Either party may change its designated official or address for receipt of notice by giving notice of such change to the other party in the manner provided in this section.

13. Insurance Requirements.

(a) Each party shall maintain adequate insurance coverage to protect its own interests

and obligations under this Agreement.

(b) The City shall require that all contractors employed to perform the responsibilities specified in this Agreement are sufficiently insured and are liable for the payment of reasonable compensation to the County for property damaged or destroyed during the course of the Drainage Improvement Project. The County shall notify the City of its preferred types of coverage and minimum policy limits in advance of the City's issuance of any solicitations pursuant to this Agreement so that the City can ensure that its Contractors and Consultants acquire and maintain insurance satisfactory to the County. Any such insurance requirements must be reasonable under the circumstances and bear a reasonable relationship to the risk posed by the tasks or services to be provided.

14. Conflict of Interest.

(a) Each party 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 (2020), as this statute may be amended from time to time, 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 (2020), as this statute may be amended from time to time, 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 14. Conflict of Interest.

15. Dispute Resolution. Disputes pursuant to this Agreement are governed by Chapter

164, Florida Statutes. If any dispute cannot be resolved under Chapter 164, Florida Statutes, it may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida, which, as provided in Section 12.6 *supra*, is the sole venue for any such civil action. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action.

16. Public Records Law.

(a) CITY and COUNTY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2020), as this statute may be amended from time to time, to release public records to members of the public upon request. CITY and COUNTY acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2020), as this statute may be amended from time to time, 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.

17. Effective Date. This Agreement will become effective after approval by the governing boards of each party on the date of execution by the County and the date of execution by the City, whichever date of execution is later ("Effective Date").

[Balance of this page intentionally blank; signature page continues on Page 16.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year indicated below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
LEE CONSTANTINE, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2021, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

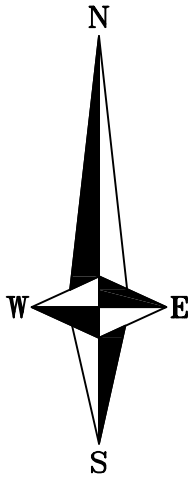
CITY OF WINTER PARK, FLORIDA
By: City Commission

By: _____
Phil Anderson, Mayor

Date: _____

ATTEST:

By: _____
Rene Cranis, City Clerk



MAGNOLIA AVENUE

NORTH LAKEMONT AVENUE

LINDEN ROAD

GLENHAVEN MEMORIAL PARK
PB "W", PAGE 5

15.00' DRAINAGE AND
UTILITIES EASEMENT
BY PB 10, PG 39

VACATED
RIGHT OF WAY
CREATES 70'
GAP IN EASEMENT

1

2

3

4

BLOCK "E"

5

1

2

3

4

BLOCK "F"

5

ELSINORE AVENUE

IVY LANE

6

7

5' UTILITIES EASEMENT
BY PB 10, PG 39

TANGLEWOOD SECTION THREE REPLAT
PB 10, PG 39

BLOCK "A"

12

13

14

2.5' UTILITIES EASEMENT
BY PB "S", PG 79

BLOCK "D"

HIBISCUS AVENUE

BLOCK "C"

4

5

6

ARBOR PARK ROAD

FLORA PARK 1ST ADD.
PB "S", PG 79

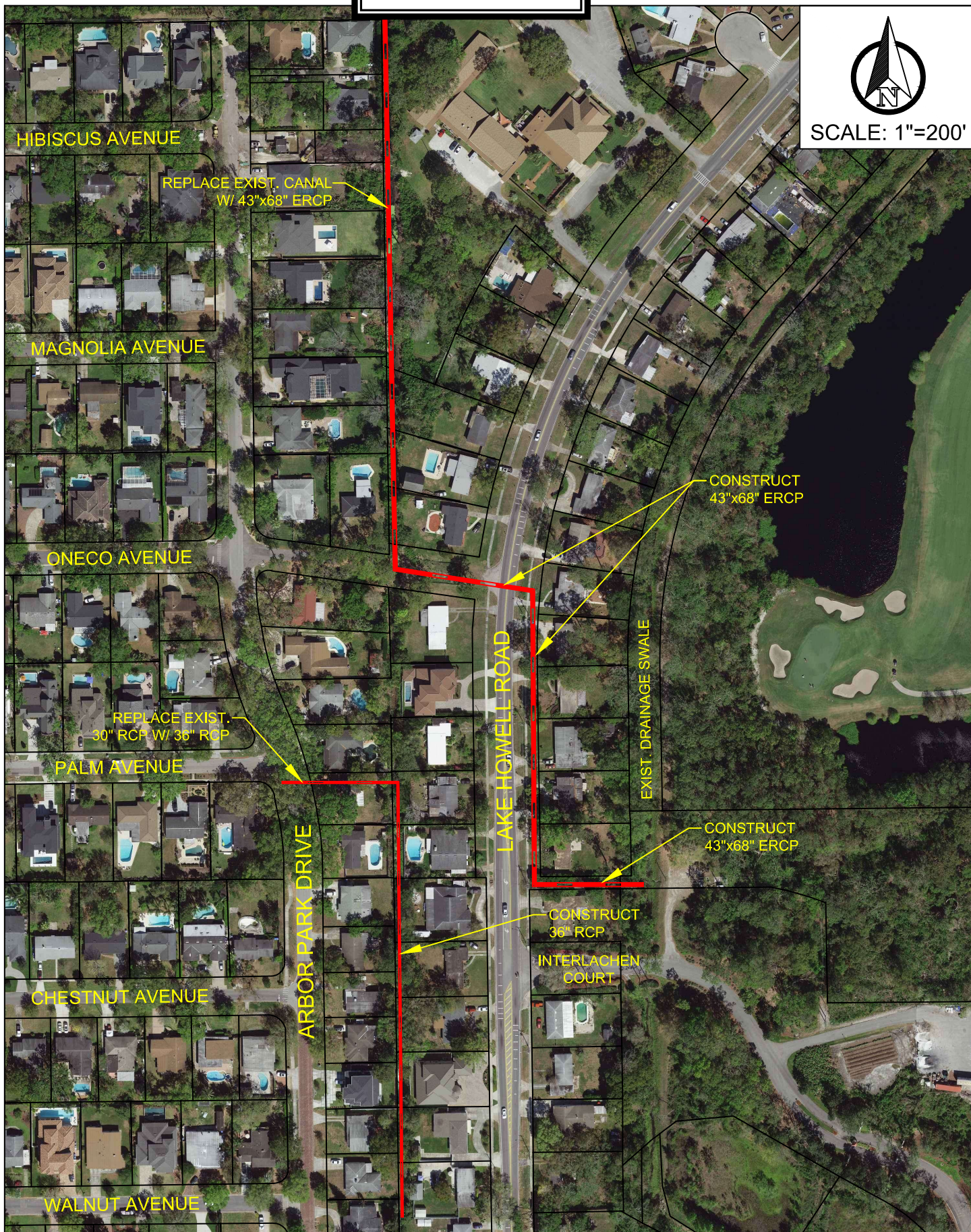
EXHIBIT "A" - TANGLEWOOD CANAL
DRAINAGE IMPROVEMENTS

SUBDIVISION PLATS AND EASEMENTS
NORTH DETAIL (PAGE 2 OF 2)

EXHIBIT "B"



SCALE: 1"=200'



**TANGLEWOOD CANAL
DRAINAGE IMPROVEMENTS**

**DESIGN ALT. 3
NORTH OUTFALL DETAIL**

Tanglewood Canal Cost Estimate

Item No.	Description	Est. Qty.	Unit	Unit Cost	Contract Price
101-1	Mobilization	1	LS	\$ 77,600.00	\$ 77,600.00
102-1	MOT	1	LS	\$ 75,000.00	\$ 75,000.00
104-14	Prevention, Control, and Abatement of Erosion and Water Pollution	1	LS	\$ 75,000.00	\$ 75,000.00
110-1-1	Clearing and Grubbing	2	AC	\$ 11,609.65	\$ 23,219.30
120-5	Channel Excavation	1444	CY	\$ 5.53	\$ 7,985.32
160-4	Type B Stabilization	687	SY	\$ 3.76	\$ 2,583.12
285-706	Optional Base, Base Group 06	687	SY	\$ 16.38	\$ 11,253.06
334-1-13	Superpave Asphaltic Conc, Traffic C	76	TN	\$ 93.67	\$ 7,118.92
425-2-91	Manholes J-8, <10'	3	EA	\$ 7,099.53	\$ 21,298.59
430-14-111	ECP (Class HE-III)(43x68)	1688	LF	\$ 236.50	\$ 399,212.00
430-175-136	Pipe Culv, Opt Matl, Round, 36" S/D	846	LF	\$ 124.74	\$ 105,530.04
			LF		\$ -
430-982-142	Mitered End Sect, Optional Rd, 54" CD	1	EA	\$ 7,252.86	\$ 7,252.86
522-2	Concrete Sidewalk and Driveways, 6"	88	SY	\$ 54.86	\$ 4,827.68
570-1-2	Performance Turf, Sod	8392	SY	\$ 3.41	\$ 28,616.72
Subtotal					\$ 846,497.61
Contingency (20%)					\$ 169,299.52
Construction Total					\$ 1,015,797.13

*Pipe cost was pulled from Seminole County Minor Projects Under \$2,000,000 Bid Form

EXHIBIT "C"



City Commission **agenda item**

item type Action Items Requiring Discussion	meeting date October 13, 2021
prepared by Michelle del Valle	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Increase minimum wage for FT positions to \$15

motion / recommendation

Authorize the City Manager to increase minimum wage for full time positions to \$15 per hour.

background

During the FY 22 budget discussions with City Commission, there seemed to be a consensus to move towards \$15 minimum wage ahead of the FL deadline to enhance recruiting efforts. Staff research shows that many surrounding cities/counties (see attached) and other employers with similarly skilled jobs have already transitioned to \$15 per hour.

Based on the current vacancies and the competitive nature of the job market, staff proposes a plan to increase minimum wage to \$15 per hour for full time employees and \$13.50 for part time employees beginning November 1, 2021. To implement this increase and continue to recognize the experience and talent of current employees, additional equity adjustments will be necessary. Attached is a summary of the budget required to accomplish this transition. It is anticipated that during the FY 22 budget, cost will be absorbed through savings from vacant positions, however, the full impact will be felt in the FY 23 and future budgets.

alternatives / other considerations

Florida's minimum wage is \$10 per hour. Employers are required to move to \$15 before September 2026.

fiscal impact

ATTACHMENTS:

[Minimum Wage for Local Cities_Counties 10-1-2021.xlsx](#)

ATTACHMENTS:

[Pay Grade Adjustments 110121.pdf](#)

Minimum Wage for October 1, 2021

City		Minimum Wage
Altamonte Springs		\$15.00
Deland		\$15.00
Maitland		\$15.00
Mount Dora		\$15.00
Orange County		\$15.00
Orlando		\$15.00
TOHO Authority		\$14.56
Seminole County		\$14.00
Winter Park		\$13.91
Apopka		\$13.56
Eustis		\$13.25
Kissimmee		\$13.05
Winter Springs		\$13.00
Casselberry		\$12.90
Oviedo		\$12.82
Lake Mary		\$12.81
Longwood		\$12.60
Orange City		\$12.57
Clermont		\$11.16
Sanford		\$11.00
St. Cloud		\$10.00

Recommended Adjustments to Pay Grades to Achieve \$15 Minimum Wage
proposed effective date- November 1, 2021

Tiers	Pay Grade # Range		Pay Grade Pay Minimums (Original)		Pay Grade Pay Minimums (Revised)		Recommended Scenario		
							Min. Inc.	Max. Inc.	Addl. Cost
Tier 1	100	120	13.25	16.11	15.00	17.55	3.0%	13.2%	193,861
Tier 2	125	130	16.91	17.76	18.25	18.98	2.0%	7.9%	68,591
Tier 3	135	155	18.64	22.66	19.74	23.09	1.0%	5.9%	73,466
Tier 4	160	165	23.80	24.98	24.02	24.98	0.0%	0.0%	-
Total Annual Cost							335,918		



City Commission **agenda item**

item type Public Hearings	meeting date October 13, 2021
prepared by Jeffrey Briggs	approved by Bronce Stephenson
board approval Completed	
strategic objective	

subject

Resolution and request of Kent McKee to designate the property at 1115 N. Kentucky Avenue to the Winter Park Register of Historic Places.

motion / recommendation

The Historic Preservation Board and Staff recommend approval.

background

Kent McKee has voluntarily agreed to designate his property and office building at 1115 N. Kentucky Avenue on the Winter Park Register of Historic Places. This small 1,527 square foot office was a conversion of a previous residential home and is an example of the Bungalow Cottage architectural style, as now applied to an office. This architectural style was popular when this home was built in 1927 along with many others in the immediate neighborhood and around the City.

One can see where the previous residential front porch was enclosed as air-conditioned space when the home was converted to office use. However, many of the Bungalow Cottage architectural features still exist such as the roof slope and braces, wood siding, the original chimney, attic vents, as well as the overall scale and character.

Often conversion of a historic residential home to a small office is what is termed as “adaptive re-use” as a way to preserve the original character of the property and building while allowing a more beneficial economic return to the owner in an area that has urbanized significantly since 1927.

The owner would not be sacrificing economic value through this historic designation. The property size of 50 by 125 (6,250 square feet) and the need to provide parking limits the ultimate yield of office space to about the same 1,527 square feet that exists today. It is unlikely that one would want to demolish this building if one can only rebuild the same square footage.

This designation will insure that the scale and character of the original structure remains in place and that the remaining architectural styling elements of the Bungalow Cottage remain in place. As this structure retains most of its original architectural integrity, it is qualified for listing on the Winter Park Register of Historic Places.

[alternatives / other considerations](#)

[fiscal impact](#)

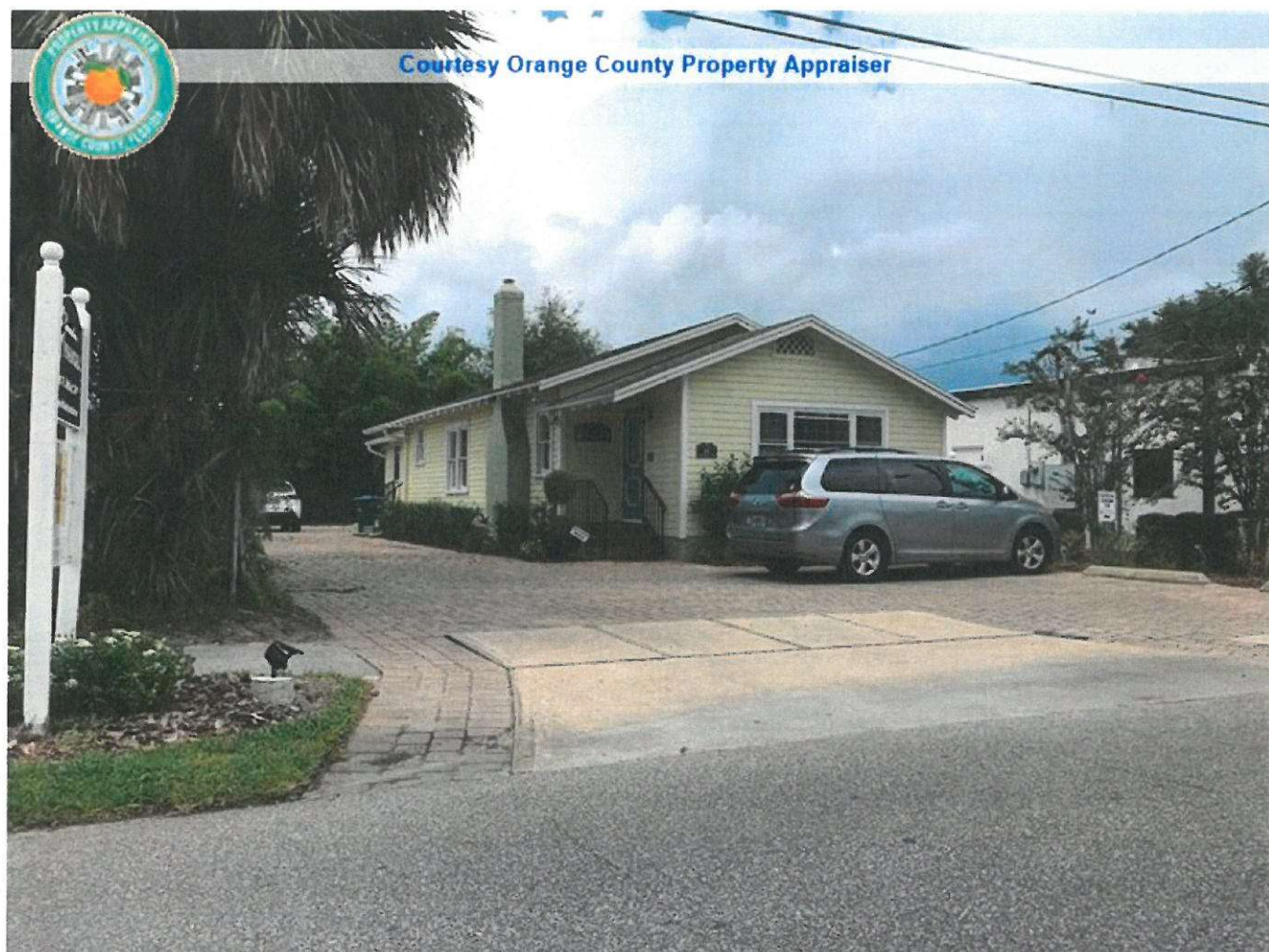
ATTACHMENTS:

[Location Map and Pictures.pdf](#)

ATTACHMENTS:

[Resolution_1115 N. Kentucky Avenue.doc](#)

Parcel Photos - 1115 N Kentucky Ave



1115 N KENTUCKY AVE, WINTER PARK, FL 32789 8/13/2019 3:21 PM



Courtesy Orange County Property Appraiser

292212601201080 04/09/2006

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 1115 N. KENTUCKY AVENUE, WINTER PARK, FLORIDA AS A HISTORIC RESOURCE ON THE WINTER PARK REGISTER OF HISTORIC PLACES.

WHEREAS, there are located within the City of Winter Park historic sites, areas, structures, buildings, improvements and appurtenances, both public and private, both on individual properties and in groupings, that serve as reminders of past eras, events, and persons important in local, state and national history; or that provide significant examples of past architectural styles and development patterns and that constitute unique and irreplaceable assets to the City; and

WHEREAS, the City Commission recognizes that the sites and properties of historical, cultural, archaeological, aesthetic and architectural merit contribute to the public health, welfare, economic well being and quality of life of the citizens of Winter Park; and

WHEREAS, there is the desire foster awareness and civic pride in the accomplishments of the past; and

WHEREAS, the Winter Park Historic Preservation Board has determined and recommended that the property at 1115 N. Kentucky Avenue with the existing building built in 1927 is an example of the Bungalow Cottage style architecture popular during that period.

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

SECTION 1. That the City Commission of the City of Winter Park hereby designates 1115 N. Kentucky Avenue as a historic resource on the Winter Park Register of Historic Places.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this _____ day of _____ 2021.

Phillip Anderson, Mayor

ATTEST:

City Clerk



City Commission **agenda item**

item type Public Hearings	meeting date October 13, 2021
prepared by Jeffrey Briggs	approved by Bronze Stephenson
board approval Completed	
strategic objective	

subject

Resolution and request by Jason and Tammi Shapiro to designate the property at 1565 Orange Avenue built in 1926 to the Winter Park Register of Historic Places.

motion / recommendation

The Historic Preservation Board and Staff recommend approval

background

Jason and Tammi Shapiro have voluntarily agreed to designate their home at 1565 Orange Avenue, built in 1926 on the Winter Park Register of Historic Places. This home at 1565 Orange Avenue is an example of the Spanish Mission Mediterranean style applied to a residence and for its association with the Land Boom era development of the Orwin Manor neighborhood. The two-story stucco dwelling has tile roof elements, tower and arch elements and period style windows that are characteristic of the Spanish Mission style. A covered front open porch within the tile roof tile roof extension covers a portion of width of the home with arched architectural features at the front door. This two-story home also has an oversized detached garage in the rear with accessory living units.

The Spanish Mission Style originated in California during the 1880s and 1890s in response to increased interest in that state's colonial Spanish heritage, particularly the ecclesiastical architecture of the Franciscan missions. The style was widely popularized when the Santa Fe and Southern Pacific railroads applied it to railroad stations and hotels throughout their systems. The Mission style became popular in Florida during the Land Boom of the 1920s.

The Spanish Mission style served as a design theme for portions of neighborhoods such as Orwin Manor. The Walter Rose Company of Orlando developed Orwin Manor as a subdivision in the 1920s. Many of the original Spanish themed houses of the subdivision are scattered throughout the neighborhood. The original entry gates to the neighborhood are located at Orange and Clay Avenues share the Mission flavor and they have been designated an Orlando historic landmark. 1565 Orange Avenue was originally constructed

in 1926 as part of the Orwin Manor development. This home also retains its original architectural integrity and is highly qualified for listing on the Winter Park Register of Historic Places.

[alternatives / other considerations](#)

[fiscal impact](#)

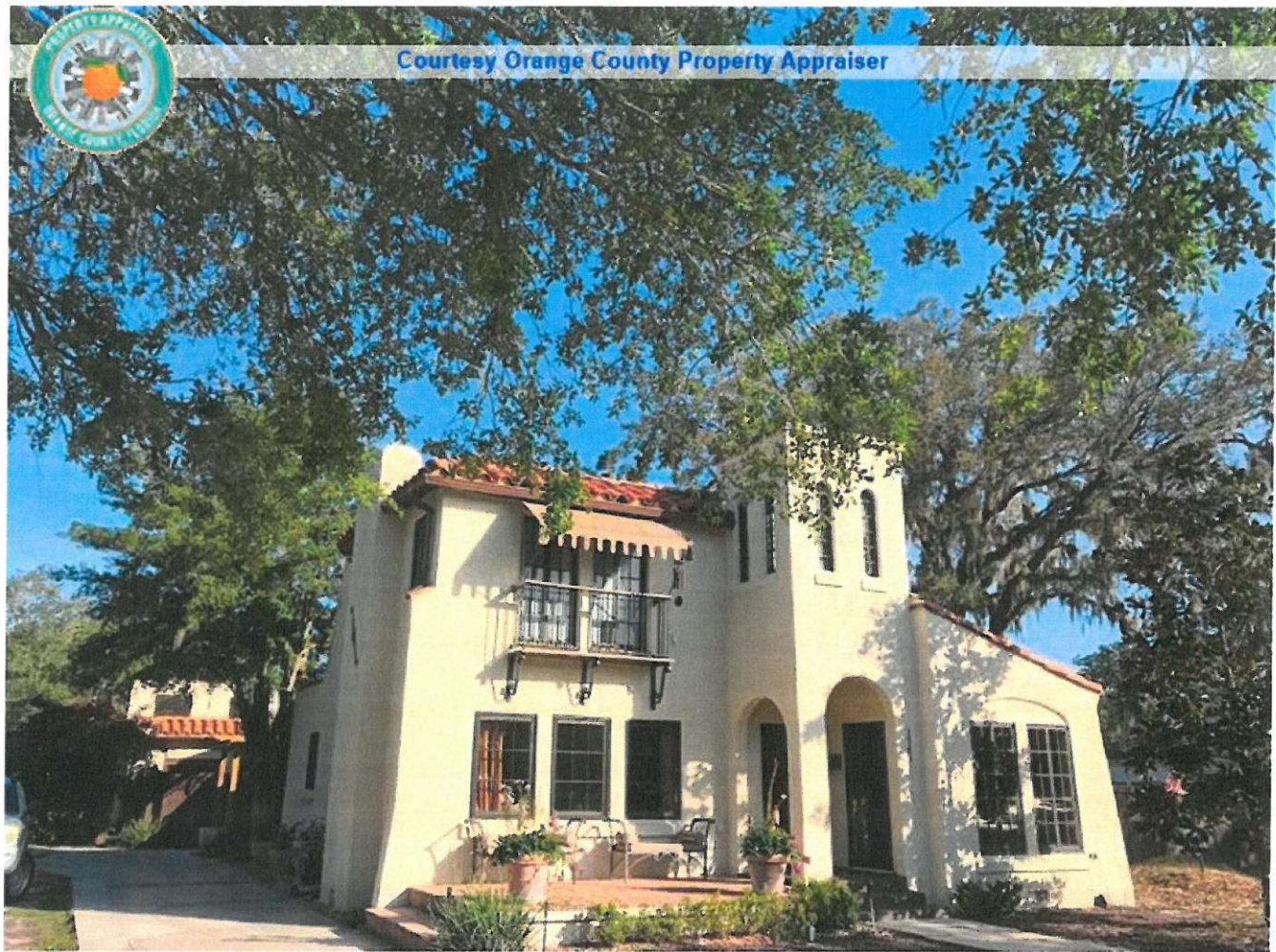
ATTACHMENTS:

[Location Map and Pictures.pdf](#)

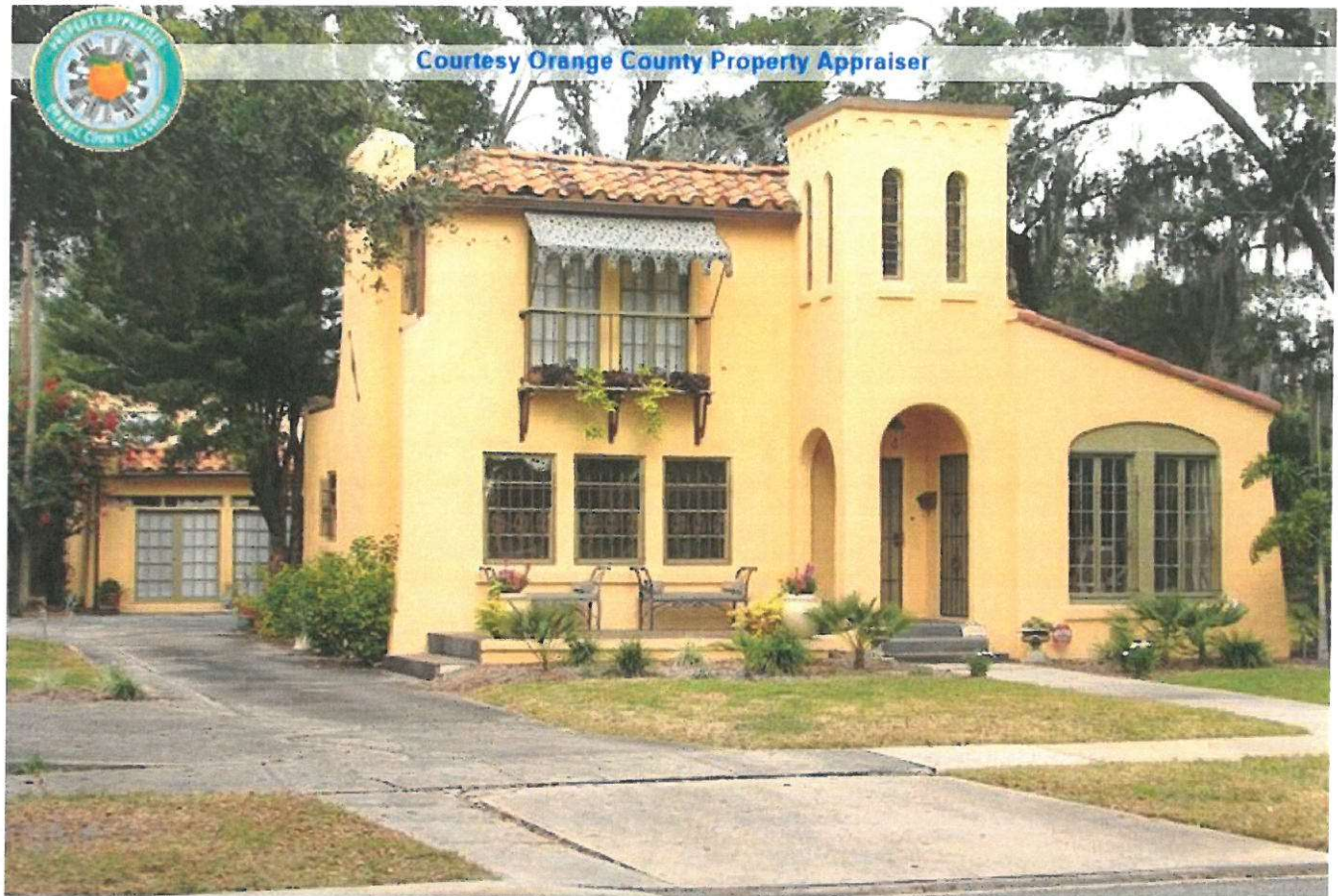
ATTACHMENTS:

[Resolution_1565 Orange Avenue.doc](#)

Parcel Photos - 1565 Orange Ave



1565 ORANGE AVE, WINTER PARK, FL 32789 4/12/2018 9:06 AM



292212643207140 02/13/2007

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY
LOCATED AT 1565 ORANGE AVENUE, WINTER PARK, FLORIDA
AS A HISTORIC RESOURCE ON THE WINTER PARK REGISTER
OF HISTORIC PLACES.**

WHEREAS, there are located within the City of Winter Park historic sites, areas, structures, buildings, improvements and appurtenances, both public and private, both on individual properties and in groupings, that serve as reminders of past eras, events, and persons important in local, state and national history; or that provide significant examples of past architectural styles and development patterns and that constitute unique and irreplaceable assets to the City; and

WHEREAS, the City Commission recognizes that the sites and properties of historical, cultural, archaeological, aesthetic and architectural merit contribute to the public health, welfare, economic well being and quality of life of the citizens of Winter Park; and

WHEREAS, there is the desire foster awareness and civic pride in the accomplishments of the past; and

WHEREAS, the Winter Park Historic Preservation Board has determined and recommended that the property at 1565 Orange Avenue with the existing home built in 1926 is an example of the Minimal Traditional style architecture popular during that period.

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

SECTION 1. That the City Commission of the City of Winter Park hereby designates 1565 Orange Avenue as a historic resource on the Winter Park Register of Historic Places.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this _____ day of _____ 2021.

Phillip Anderson, Mayor

ATTEST:

City Clerk



City Commission **agenda item**

item type Public Hearings	meeting date October 13, 2021
prepared by Jeffrey Briggs	approved by Bronce Stephenson
board approval Completed	
strategic objective	

subject

Request of Ron Scarpa for subdivision approval to split the property at 1832 Pineview Circle, zoned R-1A and for variances from the R-1AA lot dimension standards.

motion / recommendation

The Planning and Zoning Board recommends approval.

background

Ron Scarpa (contract purchaser) has the property at 1832 Pineview Circle under contract for purchase to redevelop as two individual single-family homes. The Zoning is single-family residential (R-1A). The property now has one existing single-family home on it and thus would be demolished for the rebuild as two homes. During the City's review process of subdivisions or lot split requests, there are two criteria that are reviewed. First is the 'Zoning Test' as to conformance with the zoning criteria. The next is the 'Subdivision Code Test' which is conformance to the neighborhood character.

Zoning Test

The property has 121.75 feet of Frontage on Pineview Circle and 150 feet of lot depth (18,262 square feet). The applicant wants to divide the property equally into 60.875-foot wide lots, each with 9,131 square feet of lot area.

The R-1A zoning requires a minimum lot frontage of 75 feet for interior lots and 110 feet for corner lots, as well as 8,500 square feet of lot area. Variances are requested from the R-1A minimum lot width dimensions of 60.875-foot lot widths in lieu of the 75 feet required.

Lot Conformance to Subdivision Code Test

There are 62 other homes within this immediate 500-foot radius neighborhood with the same R-1A zoning (see attached map). The average lot width is 72 feet but since a couple of large lots can affect the average, the better statistic is that the median lot width is 70

feet. The average lot size is 10,123 square feet and the median lot size is 8,364 square feet.

In this immediate Lakemont Heights dead-end neighborhood, there are 37 homes with 70 feet of lot width (82%), 6 homes with 63-67 feet of lot width (13%) and 2 lots with 60 feet of lot width (4%). Lot size variances are to be based upon a finding of compatibility. If the Board determines that being 8 feet shorter than the predominate lot width is significant then that is sufficient justification for denial. If the Board finds that the 8-foot differential is not significant, in and of itself, then that can be justification for an approval.

On the lot size comparison, there is a more positive picture as the proposed lots sizes of 9,131 sq. ft. fit compatibly between the median lot size (8,346 sq. ft.) and the average lot size (10,123 sq. ft.).

No Impact on Floor Area Ratio

The applicant is aware of the recent code change that limits the maximum floor area ratio to the same 38% FAR as exists today on the combined lots versus the maximum 43% FAR that would otherwise apply after the lots are split. As a result, the square footage of the future homes/structures on these lots is unchanged. The difference is that the square footage can be divided into two homes versus one home. Plans have been submitted to show what is expected to be built in conformance with the FAR and setbacks. The two homes can be a maximum of 3,470 square feet versus if only one home is built, it can be up to 6,940 sq. ft. in size. The applicant believes that the two smaller 3,470 sq. ft. homes are much more compatible with the neighborhood than one much larger home of up to 6,940 square feet in size.

Applicable Codes

The applicable Comprehensive Plan policy and Subdivision Code section governing lot splits are on the following page.

Development Plans

The applicant has provided generalized site plans and front elevations for the type of homes that they plan to build. The applicants will comply with the normal single-family development standards, setbacks, etc. and are asking for no variances with respect to the single-family building parameters.

Summary

The Subdivision Code says that the City is to grant variances based upon a determination that the proposed lots are compatible with “neighborhood standards and existing conditions”. There are comparisons presented that can support or deny that conclusion.

[alternatives / other considerations](#)

[fiscal impact](#)

ATTACHMENTS:

[Location map.pdf](#)

ATTACHMENTS:

[Pictures.pdf](#)

ATTACHMENTS:

[1832 Pineview Circle Lot Split Test.pdf](#)

ATTACHMENTS:

[1832 Pineview Plan Set.pdf](#)

ATTACHMENTS:

[Letter for New Development.pdf](#)

ATTACHMENTS:

[Neighbor Letters \(29\).pdf](#)

OCA Web Map

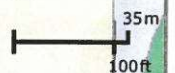
Florida Turnpike	Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Interstate 4	Public Roads	Brick Road	Lot Line	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Toll Road	Gated Roads	Rail Road	Residential	Commercial/Industrial/Vacant Land	County Boundary	Building
Road Under Construction	Proposed SunRail	Agriculture	Agricultural Curtilage	Parks	Hospital	

Interlachen C.C.



Spectrum Antenna Site

W.P. Christian Church



Created: 8/4/2021

This map is for reference only and is not a survey.

Parcel Photos - 1832 Pineview Cir



1832 PINEVIEW CIR, WINTER PARK, FL 32792 6/22/2017 12:17 PM



Courtesy Orange County Property Appraiser



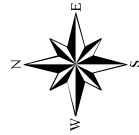
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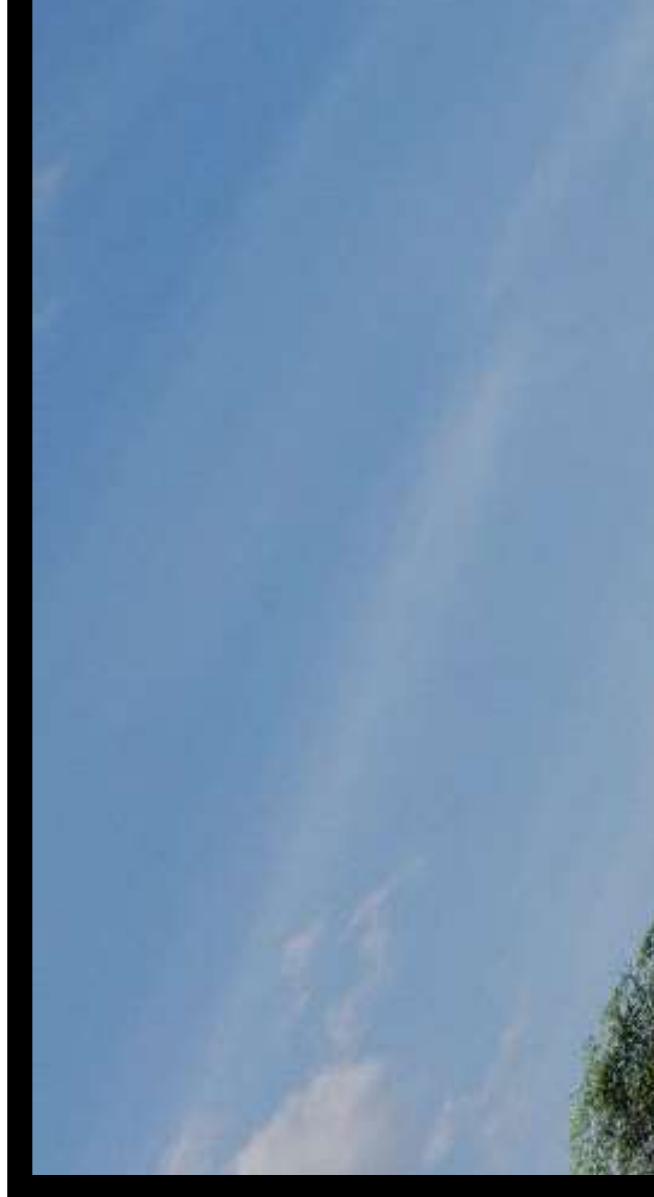


1832 Pineview Circle
City of Winter Park
Florida

 Subject Site
 Single-Family Lots Within 500' of Site (62 total)

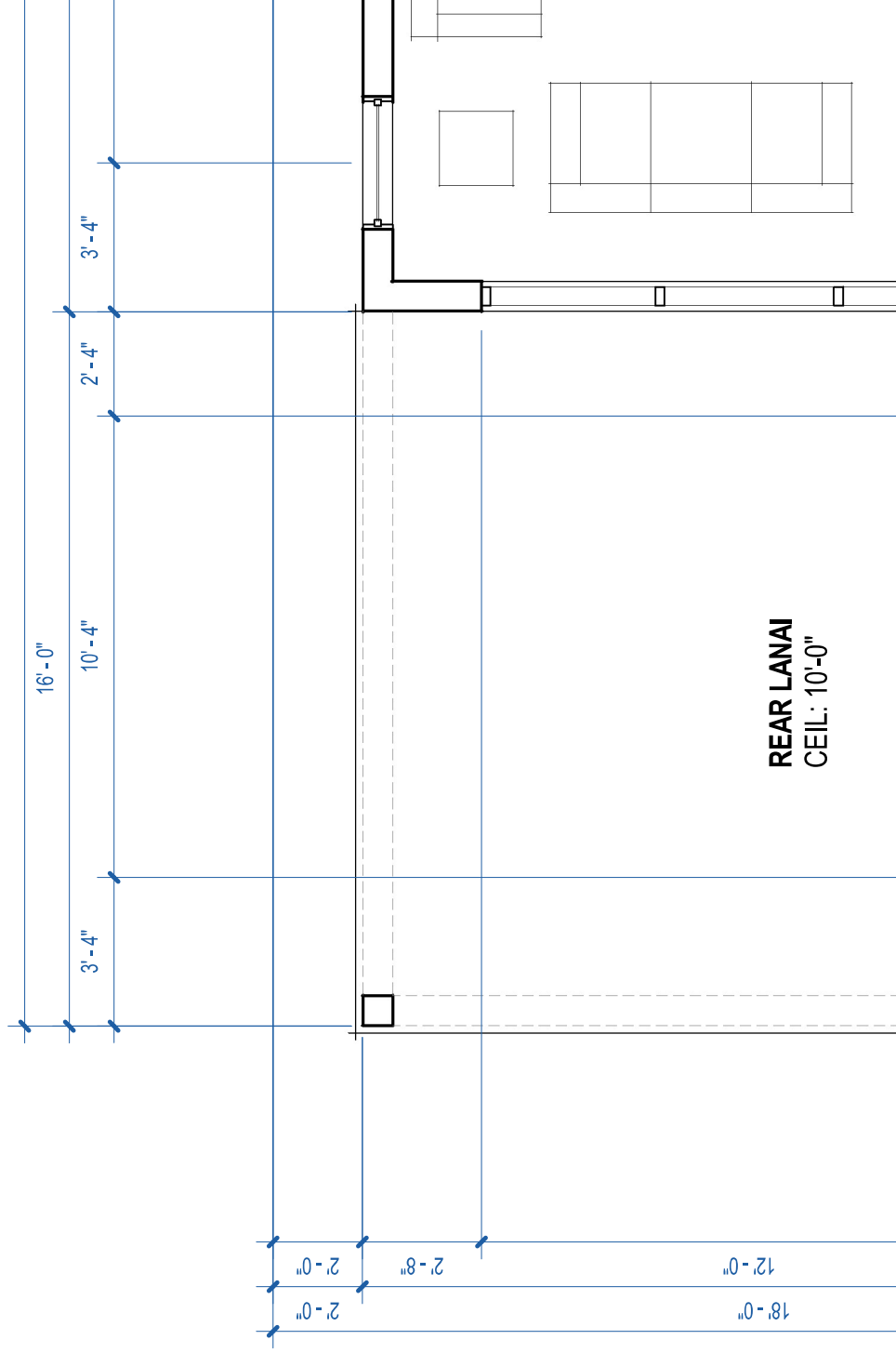
Average Lot Width = 73 ft
Median Lot Width = 70 ft
Average Lot Size = 10,123 sq ft
Median Lot Size = 8,364 sq ft

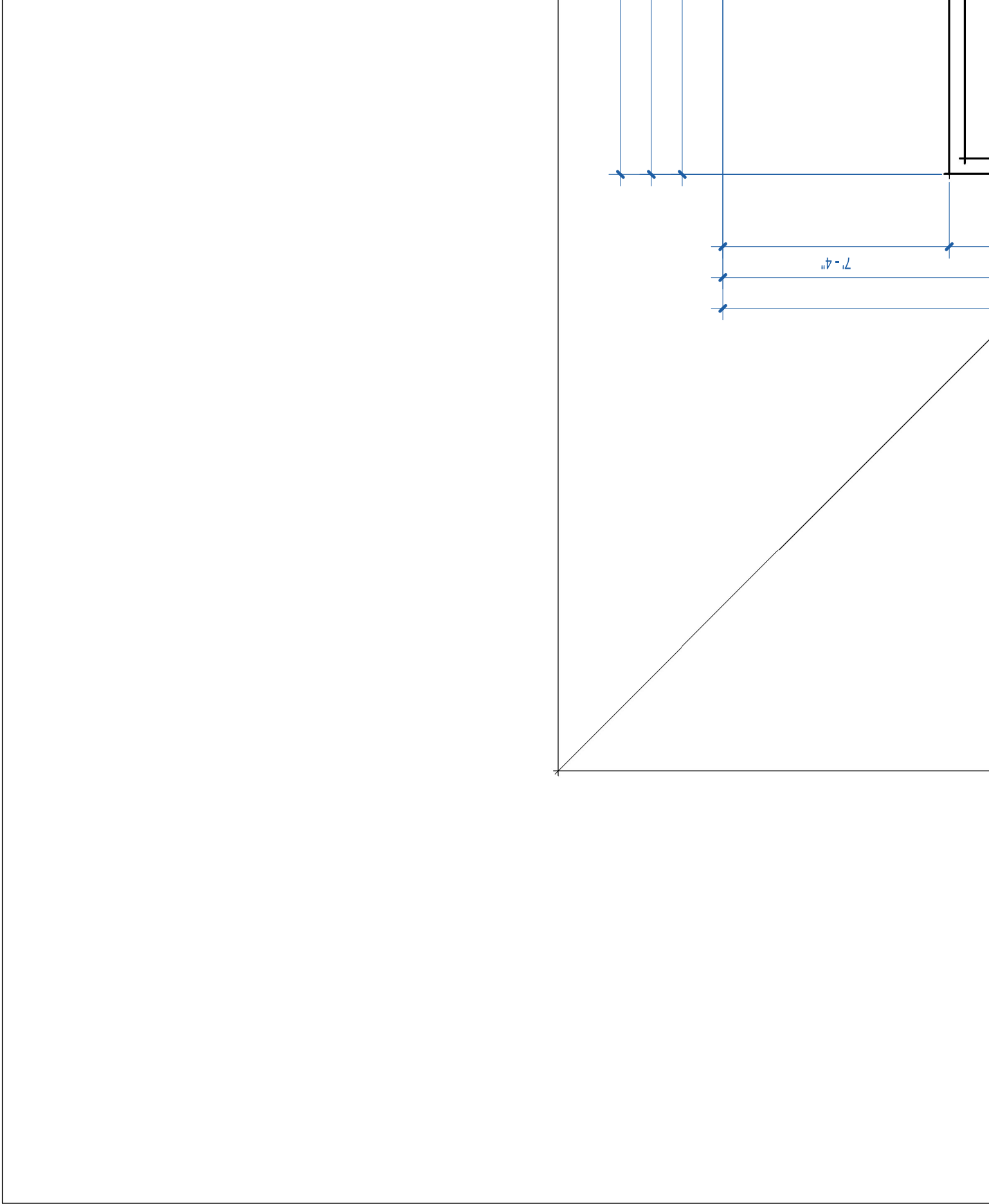


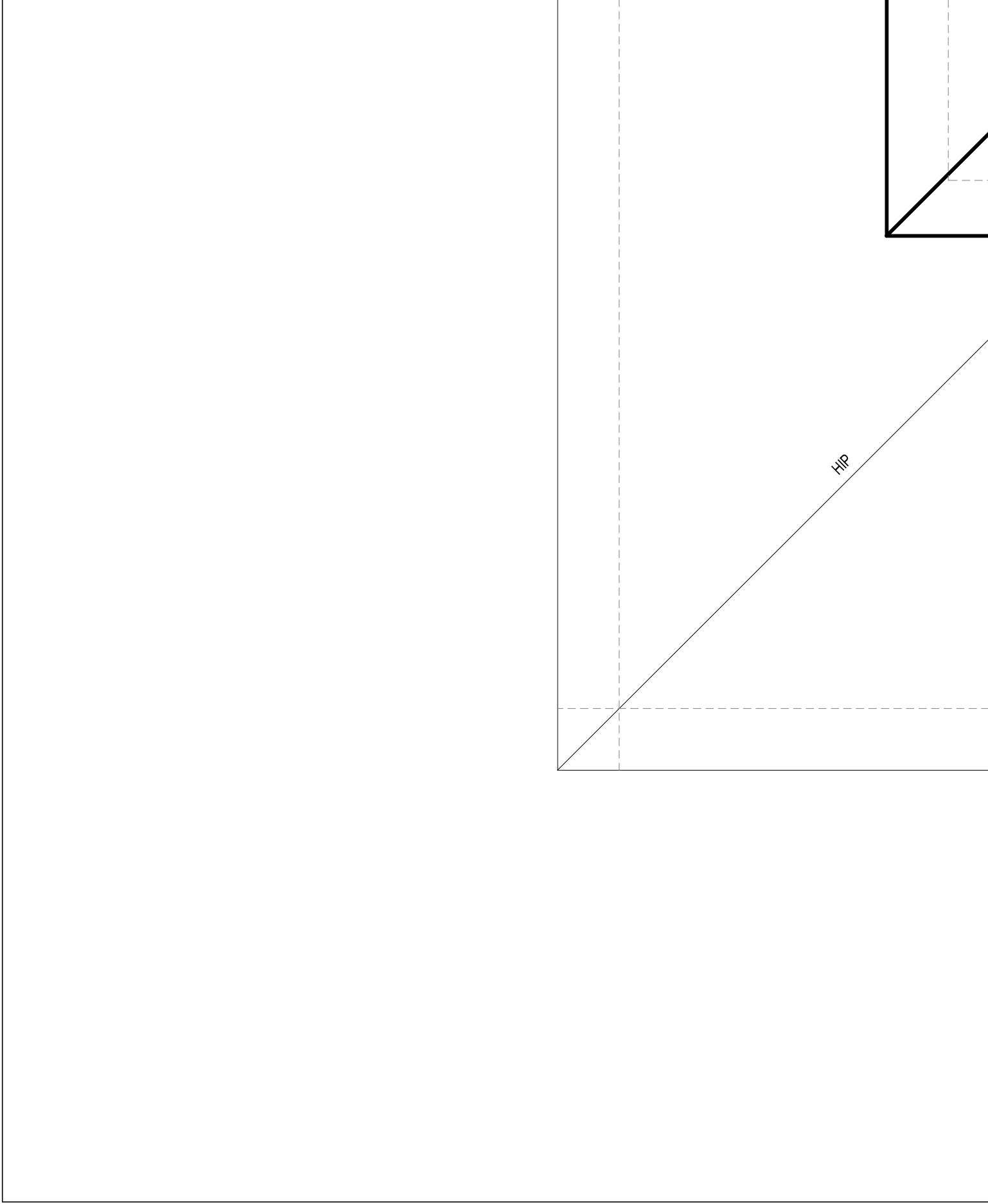


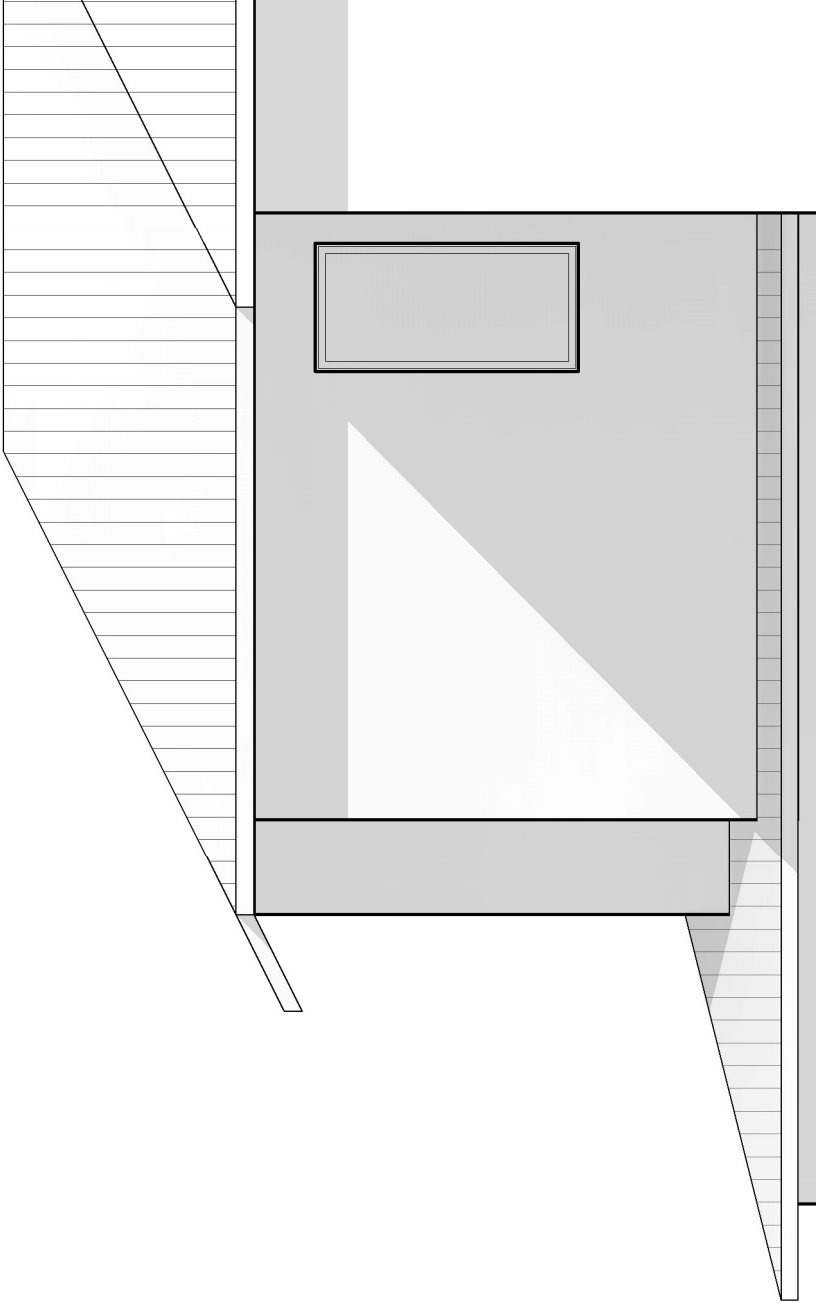
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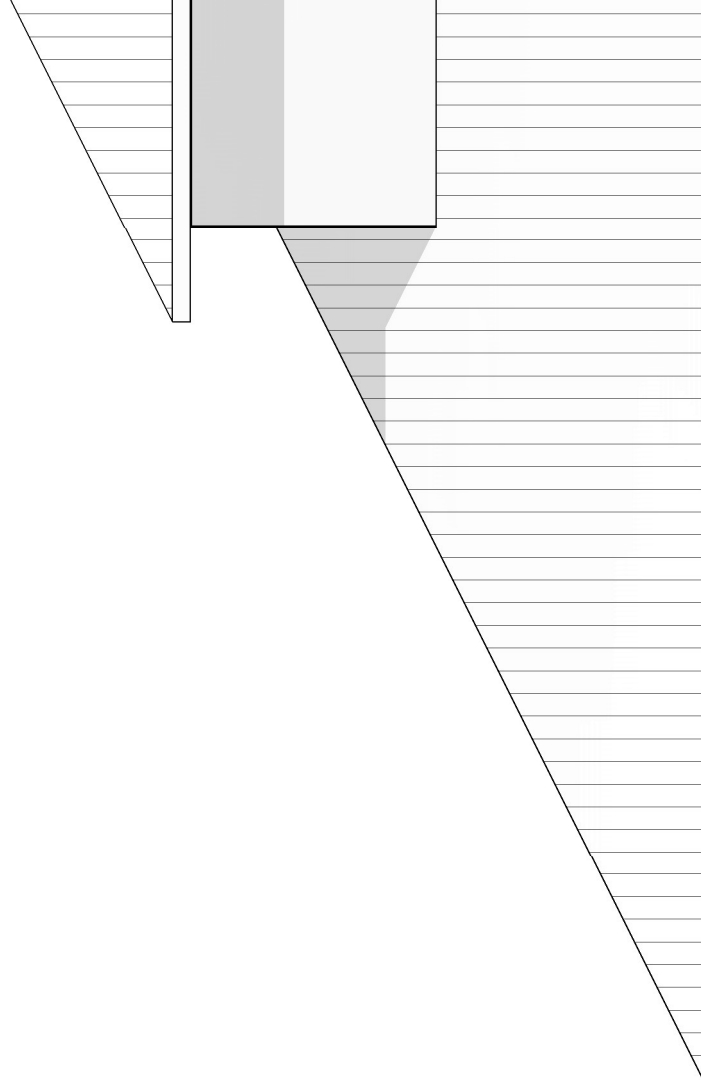


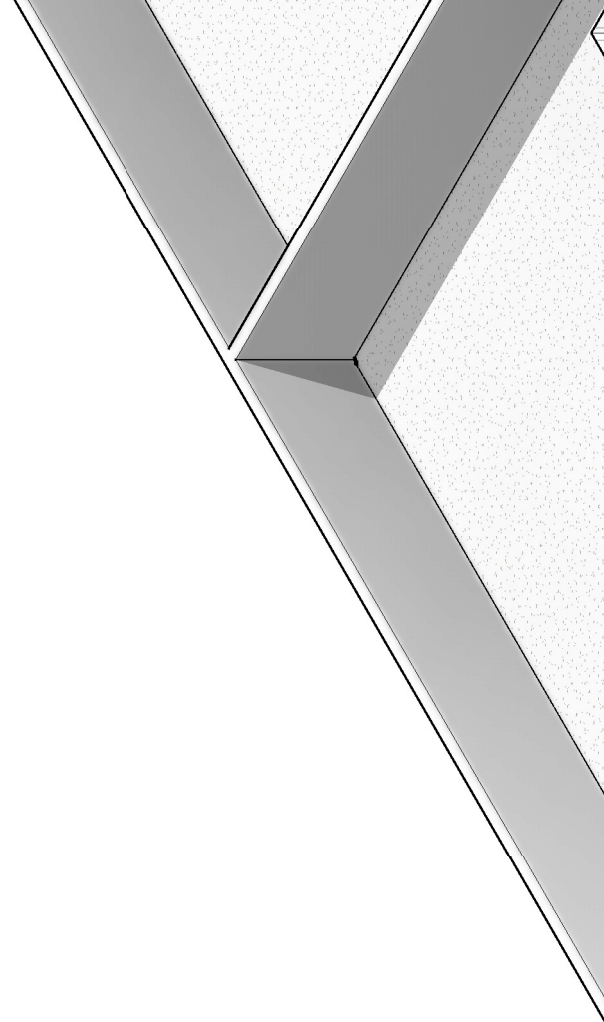






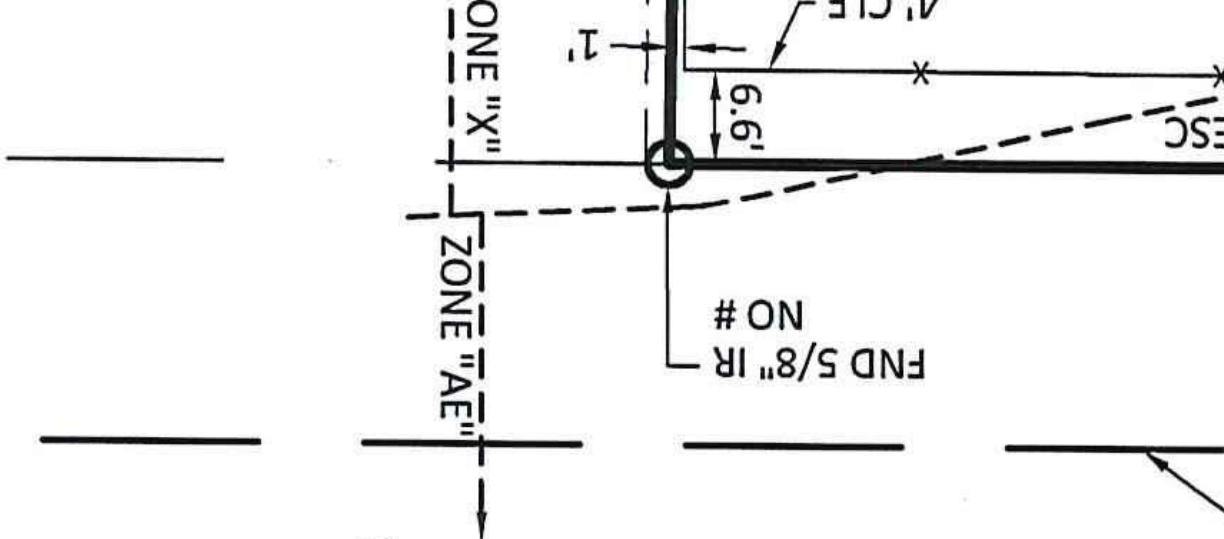
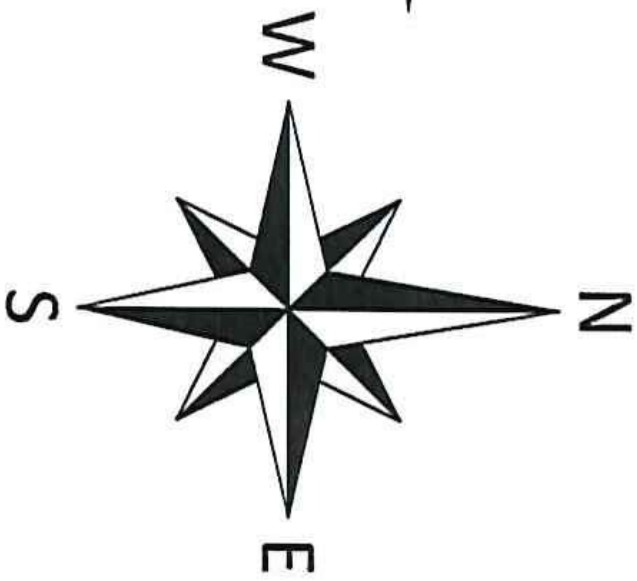






VEY

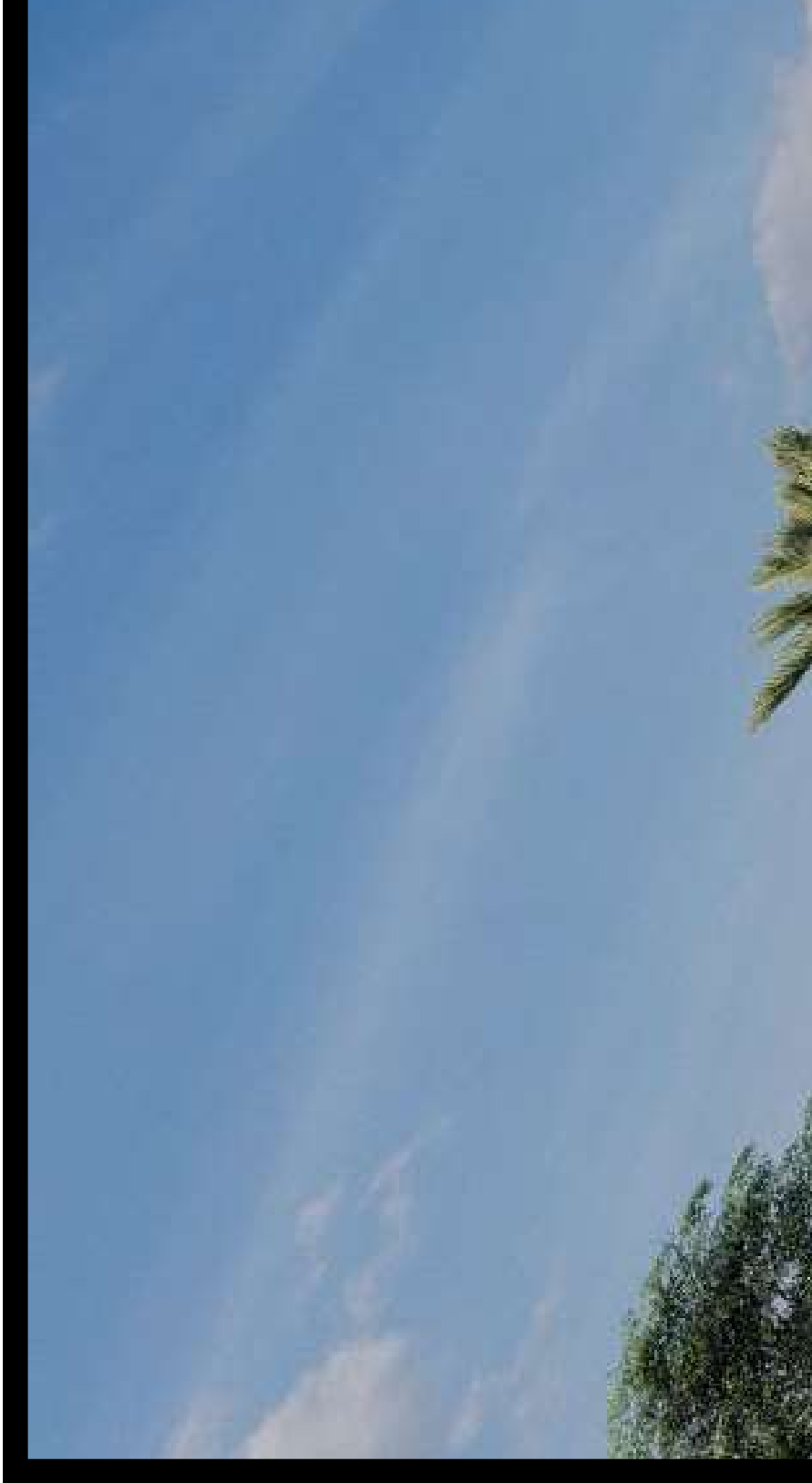
CHES OF LOT 26, BLOCK A, LAKEMONT HEIGHTS,
OK S, PAGE 15, OF THE PUBLIC RECORDS OF











Todd Boyer

1816 Palmer Ave

Winter Park, FL 32792

Re: 1832 Pineview Circle, Winter Park FL 32792

Mr. Jim Mitchell,

As the President of Lakemont Height Voluntary Homeowners Association I believe 98% of the neighborhood is excited at the prospect of two new homes in the subdivision!

I am aware of some of the neighbors' complaints over the years to the current condition of the existing home at 1832 Pineview Circle, which has been in dilapidated for over 20 years with most maintenance - dollars not worth the investment to the current homes condition and aesthetics.

The addition of two new homes will help revitalize the Lakemont Heights Neighborhood which is one of the only neighborhoods in Winter Park that has not seen this type of renewal.

I expect the Planning and Zoning Department and Planning and Zoning Board will see this is a positive for the Lakemont Heights Subdivision. I can speak for myself that "saving" many older homes that have attributes that many people favor is a positive thing. I don't believe anyone would consider the existing home desirable or resembling most of the homes in the Lakemont Heights Neighborhood.

Thank you and if you have any questions please give me a call!

Todd

407-234-6634

To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, Fl 32792 would like
to split their original lot into 2 lots. I live/own at

and I support this lot split.

Name Bruce Todd Boyer

Address 1816 Palmer Ave. Winter Park FL 32792

Signature Bruce Todd Boyer

To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, Fl 32792 would like
to split their original lot into 2 lots. I live/own at

and I support this lot split.

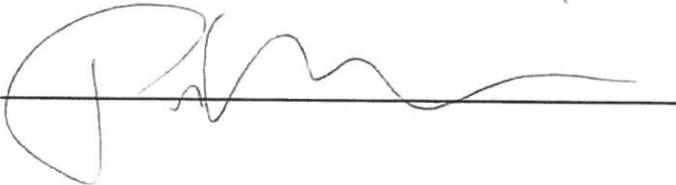
Name

PETER NADLER

Address

1832 PALMER AVE

Signature

A handwritten signature in black ink, appearing to be 'Peter Nadler', written over a horizontal line.

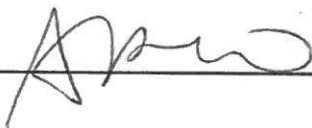
To whom it concerns.

I have been made aware that the Builders/Owners of lot 1832 Pineview Circle, Winter Park, FL 32792 would like to split their original lot into 2 lots. I live/own at

1807 Palmer Ave
and I support this lot split.

Name Alexis Pineda

Address 1807 Palmer Ave

Signature 

To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, FL 32792 would like
to split their original lot into 2 lots. I live/own at

1822 Palmer Ave
and I support this lot split.

Name Robert M Kelley

Address 1822 Palmer Ave WP 32792

Signature 

To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, Fl 32792 would like
to split their original lot into 2 lots. I live/own at

1814 Pineview circle
and I support this lot split.

Name Danielle Sotnick

Address 1814 Pineview Circle

Signature Danielle Sotnick

To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, FL 32792 would like
to split their original lot into 2 lots. I live/own at
1814 Palmer Ave, Winter Park, 32792
and I support this lot split.

Name Robert Drummond

Address 1814 Palmer Avenue

Signature Robert Drummond

To whom it concerns.

I have been made aware that the Builders/Owners of lot 1832 Pineview Circle, Winter Park, FL 32792 would like to split their original lot into 2 lots. I live/own at

1832 Palmer Ave. WP 32792

and I support this lot split.

Name Lane Nadler

Address 1832 Palmer Ave. WP 32792

Signature Lane Nadler

To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, FL 32792 would like
to split their original lot into 2 lots. I live/own at

1806 Palmer Ave

and I support this lot split.

Name Kristine Molina

Address 1806 Palmer Ave

Signature KJ Molina

To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, Fl 32792 would like
to split their original lot into 2 lots. I live/own at

1840 Palmer Ave
and I support this lot split.

Name Marguerite Dykes

Address 1840 Palmer Ave

Signature Marguerite Dykes

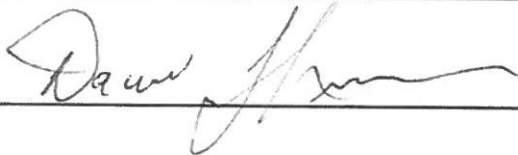
To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, Fl 32792 would like
to split their original lot into 2 lots. I live/own at

1805 PINEVIEW CIR
and I support this lot split.

Name DAVID JOHNSON

Address 1805 PINEVIEW CIR 32792

Signature 

To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, FL 32792 would like
to split their original lot into 2 lots. I live/own at

Catherine Murray 1854 Palmer Ave
and I support this lot split. WP

Name Catherine Murray

Address 1854 Palmer Ave

Signature Catherine Murray

To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, FL 32792 would like
to split their original lot into 2 lots. I live/own at

1795 Pineview Cir.
and I support this lot split.

Name Shannon Hand

Address 1795 Pineview Cir.

Signature SHand

To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, FL 32792 would like
to split their original lot into 2 lots. I live/own at

1801 Palmer Ave W.P.
and I support this lot split.

Name Craig Clark

Address 1801 Palmer Ave W.P. 32792

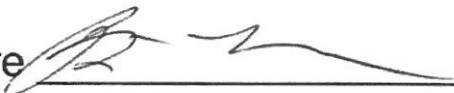
Signature Craig Clark

To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, FL 32792 would like
to split their original lot into 2 lots. I live/own at
1808 Palmer Avenue W. P. 32792
and I support this lot split.

Name Brian & Mandiso

Address 1808 Palmer Avenue

Signature 

To whom it concerns.

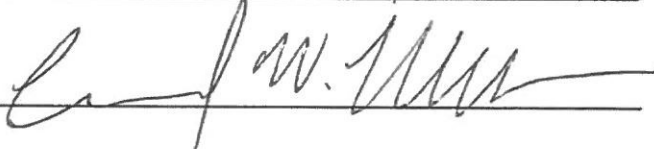
I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, FL 32792 would like
to split their original lot into 2 lots. I live/own at

1818 Palmer Avenue

and I support this lot split.

Name Emmanuel Malchiodi

Address 1818 Palmer Ave. W.P., FL, 32792

Signature 

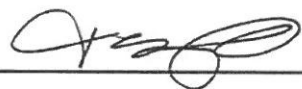
To whom it concerns.

I have been made aware that the Builders/Owners of lot 1832 Pineview Circle, Winter Park, FL 32792 would like to split their original lot into 2 lots. I live/own at

1836 PINEVIEW CIRCLE WINTER PARK FL. 32792
and I support this lot split.

Name JENNIFER SCHWARTZ

Address 1836 PINEVIEW CIRCLE WINTER PARK, FL 32792

Signature 

To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, FL 32792 would like
to split their original lot into 2 lots. I live/own at

1800 PALMER AVE
and I support this lot split.

Name

Olive Mackey

Address

1800 PALMER AVE

Signature

Olive Mackey

To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, Fl 32792 would like
to split their original lot into 2 lots. I live/own at

1809 Alice Ave
and I support this lot split.

Name LAURENT TANNER

Address 1809 Alice Ave

Signature 

To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, FL 32792 would like
to split their original lot into 2 lots. I live/own at
1824 Palmer Ave, Winter Park, FL 32792
and I support this lot split.

Name Ervin F. Leazer

Address 1824 Palmer Ave, Winter Park, 32792

Signature E. F. Leazer

To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, FL 32792 would like
to split their original lot into 2 lots. I live/own at

1826 Pineview Circle

and I support this lot split.

Name Karl York

Address 1826 Pinerlew Circle

Signature 

To whom it concerns.

I have been made aware that the Builders/Owners of lot 1832 Pineview Circle, Winter Park, FL 32792 would like to split their original lot into 2 lots. I live/own at

1816 ALICE AVE WINTER PARK, FL 32792
and I support this lot split.

Name MICHAEL ARDILA

Address 1816 ALICE AVE WINTER PARK FL 32792

Signature Michael Ardila

To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, FL 32792 would like
to split their original lot into 2 lots. I live/own at
1815 Pineview Circle ~~1832~~
and I support this lot split.

Name Broke Barnhizer

Address 1815 Pineview Circle

Signature 

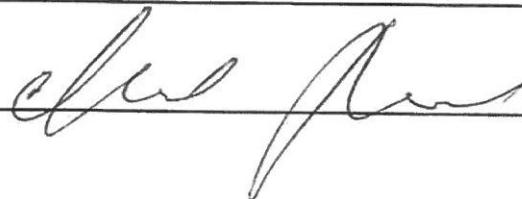
To whom it concerns.

I have been made aware that the Builders/Owners of lot 1832 Pineview Circle, Winter Park, Fl 32792 would like to split their original lot into 2 lots. I live/own at

1818 ALICE AVE
and I support this lot split.

Name NENAD Popovic

Address 1818 ALICE AVE

Signature 

To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, FL 32792 would like
to split their original lot into 2 lots. Live/own at
1815 PALMER AVE, WINTER PARK FL 32792
and I support this lot split.

Name Robert Lees & Juliette Brandon

Address 1815 PALMER AVE, Winter Park FL 32792

Signature Rob Lees + J. Brandon

To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, FI 32792 would like
to split their original lot into 2 lots. I live/own at

1901 Palmer Ave.

and I support this lot split.

Name Linda Perin LINDA PERIN

Address 1901 Palmer Ave. Winter Park, FL 32792

Signature Linda Perin

To whom it concerns.

I have been made aware that the Builders/Owners of lot 1832 Pineview Circle, Winter Park, Fl 32792 would like to split their original lot into 2 lots. I live own at

1815 Alice Ave.
and I support this lot split.

Name Joseph Long

Address 1815 Alice Ave. Winter Park Fl 32792

Signature

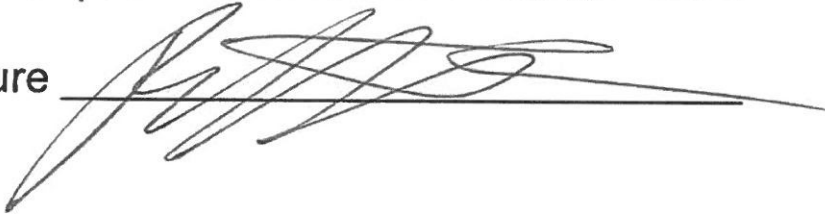
A handwritten signature in black ink, appearing to be 'Joseph Long', written over a horizontal line.

To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, FL 32792 would like
to split their original lot into 2 lots. I live/own at
1807 Alice Avenue
and I support this lot split.

Name Richard B. Parker

Address 1807 Alice Avenue

Signature 

To whom it concerns.

I have been made aware that the Builders/Owners of lot
1832 Pineview Circle, Winter Park, FL 32792 would like
to split their original lot into 2 lots. I live/own at

1814 ALICE AVE. W.P.
and I support this lot split.

Name HOWARD KEIL

Address 1814 ALICE AVE. W

Signature HWK



City Commission **agenda item**

item type Public Hearings	meeting date October 13, 2021
prepared by Peter Moore	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

Ordinance and approval of the Lease and Operating & Funding Agreement with the Winter Park Public Library (1st Reading)

motion / recommendation

Approval of the agreement and ordinance as submitted.

background

With the completion of the new Library & Events Center campus, the city and the Winter Park Public Library (WPPL) have negotiated a Lease and an Operating and Funding agreement to govern the WPPL's occupancy of the newly completed library building. These agreements have gone through multiple iterations with attorneys for both the city and the WPPL, and puts into contract form the agreed upon responsibilities discussed as part of the approved FY22 budget.

alternatives / other considerations

fiscal impact

The city's approved budget for FY22 has allocated just under \$1.7 million in operating support for the WPPL. This amount does not include the in-kind value of the rental space provided. Continuing past practice, the contracts are structured so that rent is effectively zero and this is considered part of the city's operating support for the WPPL.

ATTACHMENTS:

[Ordinance Authorizing Lease of Library Property - 09-14-2021 - v2.pdf](#)

ATTACHMENTS:

[Winter Park Library Lease - Final.pdf](#)

ATTACHMENTS:

[Winter Park Library Operating and Funding Agreement - Final v2.pdf](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE LEASE OF CERTAIN PROPERTY TO THE WINTER PARK LIBRARY ASSOCIATION FOR THE OPERATION OF A PUBLIC LIBRARY FACILITY, WHICH PROPERTY IS SITUATED ON PROPERTY HAVING ORANGE COUNTY TAX PARCEL IDENTIFICATION NUMBER 01-22-29-4512-03-010; PROVIDING FOR CONFLICTS; NON-CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, Section 2.11(2)(b)(7) of the Charter of the City of Winter Park, Florida, requires the City Commission to approve by ordinance the conveyance or lease or authorize by administrative action such conveyance or lease of any lands of the City; and

WHEREAS, the City owns fee simple title to real property identified to wit ("Leased Premises"), which is more specifically described as set forth in **Exhibit A** to the Lease, which is attached hereto and incorporated herein as **Exhibit 1**; and

WHEREAS, the Winter Park Library Association, Inc. ("Lessee") presently operates the Winter Park public library located at 460 East New England Avenue, Winter Park, Florida, for the benefit of the City and its citizens; and

WHEREAS, the City has constructed or is otherwise in the process of completing construction of a new public library facility upon the Leased Premises to better serve the City and the citizens; and

WHEREAS, the City wants the Lessee to occupy and operate the new library facility on the Leased Premises as the new Winter Park Public Library; and

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

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

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

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

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

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

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

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2021.

Mayor Phil Anderson

ATTEST:

City Clerk, Rene S. Cranis

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made and entered into this _____ day of _____ 2021, (“Effective Date”) by and between **the City of Winter Park**, a Florida municipal corporation, whose address is 401 South Park Avenue, Winter Park, Florida 32789 (hereinafter referred to as “City”) and the **Winter Park Library Association, Inc.**, a Florida not-for-profit corporation, whose principal address is 460 East New England Avenue, Winter Park, Florida 32789-4428 (hereinafter referred to as “Library”), collectively the “Parties”.

RECITALS:

WHEREAS, the City owns fee simple title to that certain Winter Park Library (“Building”), the Parking and Events Center and immediate surrounding area (collectively the “Campus”) located at 1050 West Morse Boulevard, Winter Park, County of Orange, State of Florida, and being upon a portion of the property having Orange County Tax Parcel Identification Number 01-22-29-4512-03-010 (the “City’s Property”) and graphically depicted on the attached **Exhibit “A”**; and

WHEREAS, the City desires to lease to the Library the Building with non-exclusive use of certain portions of the Campus, located upon City’s Property, as graphically depicted on the attached **Exhibit “A”** (the “Campus”), and the Library desires to lease the Building and use portions of the Campus from the City, pursuant to the terms, conditions and provisions contained herein; and

WHEREAS, the Library desires to operate the Building as a library for the use and benefit of the City, the citizens of the City of Winter Park, and the general public, as described in the Operating & Funding Agreement, which is incorporated herein by this reference.

NOW THEREFORE, in consideration of the Recitals and the terms, conditions, and provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties hereby agree as follows:

1. **Recitals.** The above Recitals are true and correct and are hereby incorporated into this Lease as material provisions hereof.

2. **Term.** The term of this Lease is for an initial period of thirty (30) years commencing on the Effective Date (“Term”). Either Party may terminate this Lease by providing twelve (12) months prior written notice to the other Party – but only after an initial five (5) year period, which period commences upon the Effective Date. At the option of the Parties, the Term may be extended for fifteen (15) year periods with the Parties to mutually confirm such extensions at least one (1) year before the end of the initial thirty (30) year term or the current fifteen (15) year extension (if in effect), or as otherwise agreed by the Parties. It is the intent that this Lease Agreement run simultaneously together with the Operating and Funding Agreement between the Parties, which is incorporated herein by reference, so that both Agreements commence and terminate, or otherwise expire, simultaneously.

3. **Use & Improvements.** During the Term, and as the Term may be extended, the

Library shall have the right of possession, operation, and use of the Building and non-exclusive use of the Campus as shown in **Exhibit A** and as provided and limited herein with the Building to be used as a library facility open to the general public, including any ancillary uses in connection therewith. The Library may only operate the Building for public library purposes. The Library shall comply with all applicable laws, ordinances, and regulations in its use and operation of the Building and in the Library's non-exclusive use of the Campus. The Library may not build, construct, alter, demolish, or make any improvements to the Building or Campus, or attach any fixtures in or to the Building or Campus absent an agreement in writing between the Parties and the City may make any improvements, and construct, remove, and change the Campus in any way the City wishes provided such does not unreasonably inhibit the use of the Building. The Library has no rights, including without limitation, to use the Event Center (**Exhibit A**), the use and occupation of which is reserved to the City.

4. **Rent.** The Library shall pay to the City as rent for the Building, the calculated allowance for rent (as provided by the Operating and Funding Agreement) plus the sum of one dollar (\$1) per year ("Rent") to be paid in equal quarterly allotments subsequent to the transfer of funds from the City to the Library. The Rent under this Lease will be paid within fifteen business days of each quarter, with the first quarter commencing upon the Effective Date. Rent will be payable without notice or demand and without deduction, off-set, or abatement in lawful money of the United States to the City at the address stated herein for notices, or to such other persons or such other places as the City may designate to the Library in writing.

5. **Possession.** During the Term of this Lease, the Library shall have, hold, and enjoy possession of the Building and non-exclusive access to AND use OF the Campus as shown on **Exhibit A** as limited herein and provided hereinafter, and all rights granted to the Library by this Lease are subject and subordinate to City's reserved rights. Any changes to this Lease require written mutual agreement between the City and the Library. Further, during the Term, the Library's rights as to the Campus are a non-exclusive license for access and use of the common vehicular parking and pedestrian access areas around the Building and on the Campus (**Exhibit A**) for employee and customer parking and pedestrian access to and from the Building and on the Campus, subject to the City's superior right to operate, control, maintain, repair and regulate such areas. The City reserves the right, upon reasonable notice to and mutual agreement with the Library and without disturbing normal library operations during regular business hours, to utilize the Building for meetings, events, educational programs, and after-hour events sponsored by the City at no charge to the City. Further, the City hereby reserves, upon reasonable notice to the Library, the right to access the Building. The City has no obligation to give any notice to the Library for inspection, cleaning, security, repair and maintenance purposes, provided that such services are provided on a routine, scheduled, or exigent basis as set forth in paragraph 6 *infra*.

6. **Maintenance.** The Library agrees to maintain the Building in a clean and orderly condition, subject to the City's duty to maintain the Building and Campus, as set forth herein. The City is responsible for the day-to-day maintenance of the Building and the Campus and improvements located thereupon, including repairs, exterior work and maintenance (**Exhibit B**), and janitorial services in and about the Building, and shall have the right to enter the Building with at least 24 hours' notice to the Library for the purposes of providing such services and

maintaining such systems for the benefit of the Library, except that notice to the Library will not be required for routinely provided or scheduled services (e.g., janitorial services) or in exigent circumstances in which immediate action must be taken in order to mitigate or otherwise save the building or persons from safety hazards or losses. The Library is responsible for operation of the library services, including the ownership, provision, stocking, and maintenance of inventory (e.g., library specific equipment, books, media, periodicals, microfiche, DVDs, Blu-Ray discs, and other media) opening and closing of the Building, staffing, and general library operations. The respective maintenance responsibilities of both Parties are more specifically set forth in **Exhibit B** attached hereto and incorporated herein.

7. **Indemnification / Limitation on Liability.**

(a) *Indemnification.* The Library agrees that the City will not be liable for any injuries to any person or damage to any personal property except to the extent such injury or damage is caused by the negligence of the City. The Library agrees to indemnify, defend, and hold harmless the City from and against all losses, damages, claims, disputes, lawsuits, interests, and other adverse matters, including attorneys' and experts' fees at the trial and appellate level, such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony arising out of or resulting from the performance or provision of services required under the Operating and Funding Agreement or this Lease, caused by, arising from, or related to the Library's, including the Library's employees, agents, officers, volunteers, or subcontractors' use, actions, or inactions relating to the Library's use and operation of the Building and Campus during the Term as such may be extended.

(b) *Sovereign Immunity.* City is a municipal corporation and expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with common law and § 768.28, Florida Statutes. Regardless of anything set forth to the contrary in this Lease or the Operating and Funding Agreement, nothing in this Lease may be interpreted or otherwise deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in these Agreements may inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(c) *Mutual Obligation.* The City shall indemnify, hold harmless, and defend the Library, its agents, servants, officers, officials, and employees, or any of them, from and against any and all claims, damages, losses, and expenses, including, but not limited to, attorney's fees and other legal costs, such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony arising out of or resulting from the performance or provision of services required under the Operating and Funding Agreement or this Lease, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of the City, its agents, servants, officers, officials, or employees.

8. **Insurance.** The Library shall provide Insurance, as set forth in the Operating and Funding Agreement, which insurance requirements are incorporated herein by reference.

9. **Default.** It is agreed between the Parties that if either Party defaults or breaches any other covenant or provision of the Operating and Funding Agreement or this Lease, then the non-defaulting Party, after giving the other Party ninety (90) days prior written notice of such default plus an opportunity to cure, if not cured, may seek any legal remedy available under Florida law unless as provided herein. The Library's sole remedies for any breach or default of this Lease or the Operating and Funding Agreement by the City shall be to terminate this Lease and the Operating and Funding Agreement and surrender possession of the Building or an action for specific performance. An action for specific performance under such circumstances must be filed by the Library within one (1) year from the date of the first breach or default of this Lease or the Operating and Funding Agreement or else such cause is waived and barred.

10. **Attorneys' Fees.** If either Party commences an action against the other Party arising out of or in connection with this Lease or the Operating and Funding Agreement, the prevailing Party will be entitled to have and recover from the non-prevailing Party reasonable attorneys' fees and costs of litigation, including through all appeals.

11. **Binding on Successors and Assigns.** Each provision of this Lease performable by either Party hereto will be deemed both a covenant and a condition. The terms, conditions and provisions of this Lease are binding upon and inure to the benefit of each of the Parties hereto, their heirs, personal representatives, and successors and assigns; provided, however, this Lease may not be assigned or sub-let by Library without the prior written consent of the City.

12. **Notices.** Notices shall be provided to the Parties as set forth in Paragraph 23 of the Operating and Funding Agreement

13. **Holdover.** If the Library remains in possession of the Building after the expiration of the Term or any extension thereof, the Library will be deemed to be occupying the Building pursuant to a month-to-month leasehold under the same terms of this Lease, at a rental amount of \$1.00 per month. However, this provision does not prevent the City from refusing such month-to-month arrangement by refusing to accept monthly rent and electing its remedies to evict or eject the Library from the Building if the Library refuses to vacate the Building upon demand by the City.

14. **Time.** Time is of the essence of this Lease. Neither Party may be required to perform any term, covenant or condition of this Lease so long as such performance is delayed or prevented by force majeure, which will mean any acts of God, strike, lockout, material or labor restriction by any governmental authority, civil riot, pandemic, or any other cause not reasonably within the control of such Party and which by the exercise of due diligence such Party is unable, wholly or in part, to prevent or overcome.

15. **Intentionally left blank.**

16. **Applicable Law.** The laws of the State of Florida govern the validity, performance and enforcement of this Lease. The Parties to this Lease further agree that any and

all litigation arising from the terms of this Lease and the subject matter contained herein will, if in state court, be filed and heard in a court of competent jurisdiction located in Orange County, Florida, or, if in federal court, be filed and heard in the Florida Middle District, Orlando Division.

17. **Severability.** The invalidity or unenforceability of any provision, term, paragraph, sentence, or word of this Lease as determined by a court of competent jurisdiction will not affect or impair the remainder of the Lease, unless such invalidity or unenforceability frustrates the purpose of the Lease or renders it inequitable to either Party.

18. **Appropriations.** The City's performance obligations under the Lease and the Operating and Funding Agreement (and thereby the Library's obligations for Services by the Operating and Funding Agreement), are subject to discretionary annual appropriation by the City's City Commission of funds therefore. When funds are not appropriated or otherwise made available to support the continuation of performance of this Lease and the Operating and Funding Agreement, the Lease will be deemed terminated on the last day of the fiscal period for which appropriations were made, without further cost, penalty or obligation to the City.

19. **Survival.** Those provisions, which by their nature are intended to survive the expiration, cancellation, or termination of this Lease Agreement, including, by way of example only, the indemnification and public records provisions, will survive the expiration, cancellation, or termination of this Lease Agreement.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK –
SIGNATURE PAGE TO FOLLOW]**

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

Signed, sealed and delivered in
the presence of:

CITY:

CITY OF WINTER PARK, FL, a
municipal corporation.

Witness

Print

Witness

Print

Phil Anderson, Mayor

Date: _____

Witness

Print

Witness

Print

LIBRARY:

**Winter Park Library
Association, Inc.**, a Florida

By: _____

Date: _____

Exhibit A - Location of Building on Campus

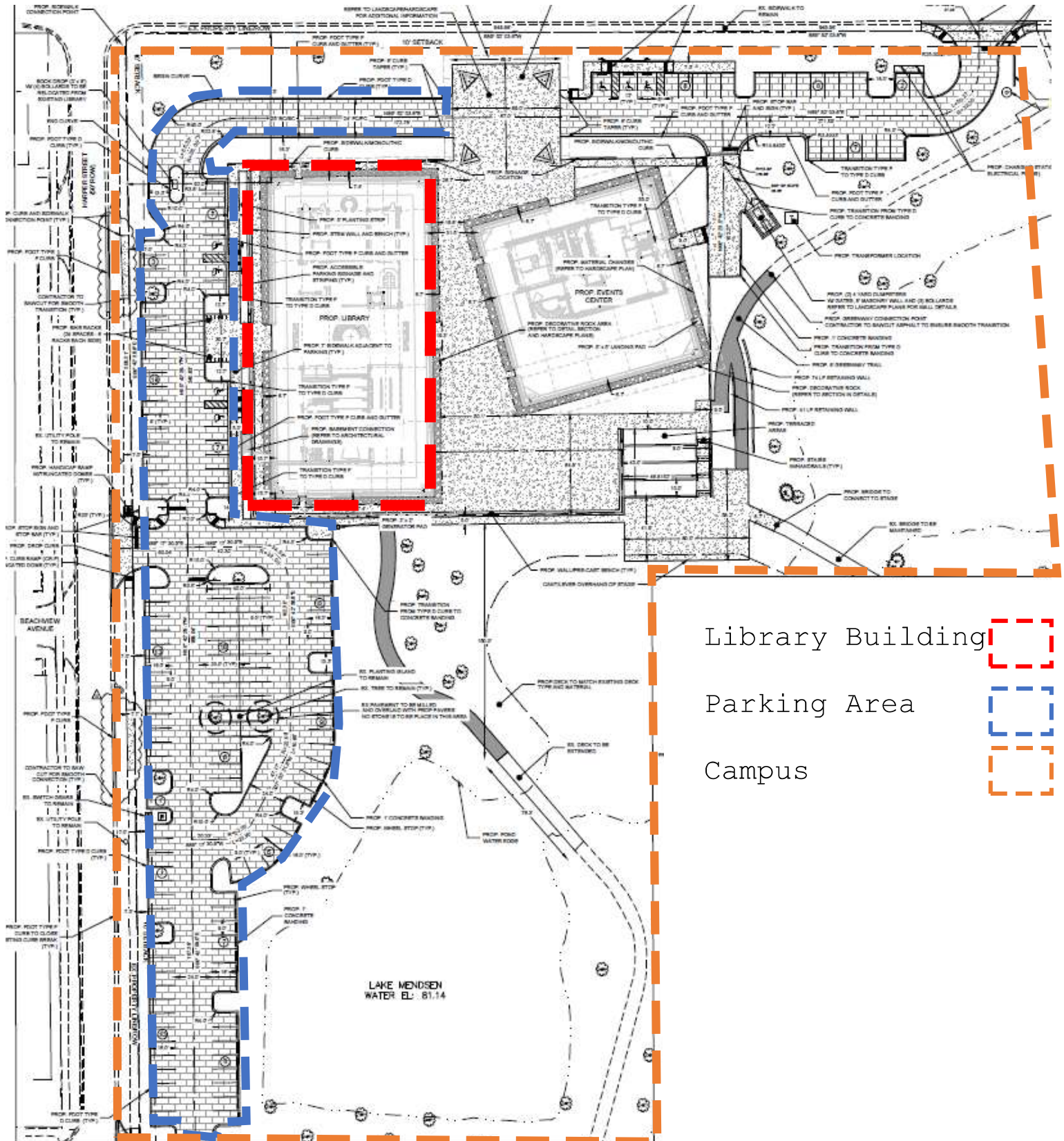


Exhibit B - Statement of Responsibilities

The following will outline the general responsibilities and maintenance of the Building. These may be amended at a future date at the mutual consent of both parties.

Winter Park Library Association:

- Provide qualified staff for library operation
- Provide and maintain physical and digital resources
- Provide and maintain supplies and equipment utilized for classes and events or library administrative purposes
- Provide home delivery services to qualifying residents residing within the incorporated City of Winter Park
- Provide core library services (including lending of resources, provision of information, classes and events, and access to the internet)
- Maintain specialized library equipment including the automated material handler, security gates, and equipment specific to library operations
- Maintenance and replacement of furniture used for library operations and functions, replacements must be of considerable quality but do not need to be exact replacements

City of Winter Park Responsibilities:

- Provide janitorial services
- Provide Campus maintenance, including facility exteriors and landscaping
- Provide Building maintenance, including replacement and repair of mechanical, electrical, plumbing, fire, elevator, and structural systems & features
- Provide utilities (electricity and water)
- Provide and maintain IT network and system services, camera & security systems, and phone system
- Inspection for and maintenance of Building certifications, fire safety and fire suppression systems, and elevator.

OPERATING & FUNDING AGREEMENT

THIS OPERATING AND FUNDING AGREEMENT, (“Agreement”) is hereby made and entered into this ____ day of _____, 2021 (Effective Date), by and between the **CITY OF WINTER PARK , FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, with its principal address located at 401 South Park Avenue, Winter Park, Florida 32789 (“the City”), and the **WINTER PARK LIBRARY ASSOCIATION, INC.**, a Florida not for profit corporation, with its principal address located at 460 East New England Avenue, Winter Park, Florida 32789-4428 (“the Library”), collectively the “Parties”.

RECITALS:

WHEREAS, the Parties desire to create a framework for operational coordination in the use of the newly constructed library (Building), surrounding Parking and Events Center (together, the “Campus”) **Exhibit “A,”** including best efforts to coordinate City and Library events and to create a regular framework for the Library to provide performance and financial reports to the City; and

WHEREAS, the Library has historically provided library services to the public for the benefit of the public and the City and the City desires that the Library continue to supply those services and curriculum (collectively the “Services”) as set forth in **Exhibit "B,"** attached hereto and incorporated herein by this reference; and

WHEREAS, the Library is a qualifying tax-exempt entity, organized and operated exclusively for charitable, literary, and educational purposes, pursuant to 26 U.S.C. 501(c)(3), as further described in Paragraph 7 herein; and

WHEREAS, the Library maintains an independent Board of Directors; and

WHEREAS, the Services provided by the Library benefit, in whole or in part, the citizens of the City; and

WHEREAS, the City has determined that there is a public need for such Services and that a valid public purpose in promoting the general health, welfare, and safety of the citizens of the City would be served by funding the Services; and

WHEREAS, in order to serve the public need and in furtherance of the public purpose, the City will appropriate funds to be granted to the Library to support providing such Services; and

WHEREAS, the Parties mutually desire to enter into this Agreement whereby the Library will utilize the aforementioned funds of the City, together with the Library’s resources, for the purpose of supporting the Services in accordance with the terms and conditions set forth herein; and

WHEREAS, the Library has available the necessary qualified and trained personnel, facilities, materials, and supplies to perform the Services set forth in this Agreement; and

WHEREAS, the Parties also intend to execute a Lease Agreement (incorporated by this reference) which will detail rent, term, ownership of assets, and maintenance responsibilities, for the use of the space dedicated for library services in the Building and Campus.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The preamble of this Agreement, including the foregoing recitals, set forth above is true and correct and is incorporated herein by this reference as if fully set forth below.
2. **TERM.** The term of this Agreement is for an initial period of thirty (30) years commencing on the Effective Date (“Term”). Either Party may terminate this Agreement by providing twelve (12) months written notice to the other Party – but only after an initial five (5) year period, which period commences upon the Effective Date. At the option of the Parties, the Term may be extended for fifteen (15) year periods with the Parties to mutually confirm such extensions at least one (1) year before the end of the initial thirty (30) year term or fifteen (15) year extensions, or as otherwise agreed by the Parties. It is the intent that this Operating and Funding Agreement and Lease Agreement run simultaneously together between the Parties, which is incorporated herein by reference, so that both Agreements commence and terminate, or otherwise expire, simultaneously
3. **FUNDING; PERFORMANCE OF SERVICES.**
 - a) **Funding:** City funding will consist of two elements – an allowance for rent plus support for the Library’s operating expenses. The rent allowance will be calculated by a formula that takes account of average rentals for office space on a square foot basis in the City of Winter Park, as determined by Costar’s office report for Class A office or a comparable publication and paid to the Library pursuant to the Lease.
 - b) **For the initial year** commencing_____, and ending_____, the City will provide funding to the Library in the total sum of One Million Six Hundred Fifty-Seven Thousand Dollars (\$1,657,000.00) to support the Library’s operating expenses.
 - c) **Future Years:** The City and the Library will annually review and adjust the City’s funding to the Library, taking into consideration the net market value of the portion of the City’s Building leased to the Library (i.e., rent), the costs required to provide an agreed level of service (as described by the Library during each budget cycle review), and accounting for any fluctuation in anticipating operating costs.
 - d) The City’s continued funding under this Operating and Funding Agreement (and thereby the Library’s obligations for Services by the Operating and Funding Agreement), is subject to discretionary annual appropriation by the City’s Commission of funds. When funds are not appropriated or otherwise made available to support the continuation of performance of this Operating and Funding Agreement, this Operating Agreement will be deemed terminated on the last day of

the fiscal period for which appropriations were made, without further cost, penalty or obligation to the City.

3. **PAYMENTS.** The City's payments, pursuant to Paragraph 2 Funding, shall be made to the Library in four (4) equal quarterly payments. All payments by the City are contingent upon the following:

a) receipt and approval by the City of the Library's annual Audited Financial Report (**Exhibit "C"**) and Summary of Services provided specified in **Exhibit "D";**

b) inclusion of the audit set forth in Paragraph 9 below; and

c) compliance by the Library with any and all requirements, terms, and conditions contained in this Agreement, including the provision of the Services by the Library, and the accompanying Lease Agreement.

Contingent upon these requirements having been met, payments will be disbursed on or about the 15th day of each quarter; provided, however, that to allow the City time to process this Agreement, the City shall have until the later of (i) the 10th day of the first month of the term of this Agreement or (ii) thirty (30) days following execution of the Agreement by all Parties to make the first payment hereunder.

4. *Intentionally Left Blank.*

5. **PERFORMANCE AND FINANCIAL REPORTING.** The Library agrees to submit Audited Financial Report, as specified in **Exhibit C**, to the City Manager or his/her designee in a form and with content acceptable to the City Manager or his/her designee attached hereto and incorporated herein by this reference. In addition, quarterly reports will include an evaluation of the Services and indicate the amount or level of Services provided to City residents (**Exhibit "D"**). Failure to comply with the requirement for submission of such reports in the form and with content acceptable to the City Manager or his designee will constitute grounds for termination of this Agreement and may result in the ineligibility of the Library to receive contributions from the City. Completion of the prior year's reporting requirements, if any, and submission of all required annual financial statements are a prerequisite to the Library's receipt of any payment under this Agreement. Performance measures established by mutual agreement of the Parties are detailed in **Exhibit "D"**.

6. **COORDINATION OF CITY AND LIBRARY EVENTS & SHARED FACILITY USE.** The Parties will make good faith efforts to coordinate the City's and Library's use of the shared facilities, shown on the map of the Campus (**Exhibit "A"**), including storage, parking, ramping of vehicles, and event schedules by assigning key personnel at the Library and the City to be in charge of scheduling major events and avoiding and resolving potential conflicts. Each Party may choose and appoint its own personnel, and the Parties agree to hold regular meetings to maintain communication and coordinate activities.

7. **501(c)3 STATUS.** The Library represents and warrants to the City that it has applied for and has received tax exempt status from the United States Internal Revenue Service ("IRS") as a 501(c)3 organization as evidenced by a determination letter from the IRS. A copy of the IRS letter approving Library's tax exempt status must be provided to the City prior to the distribution of any Funds to the Library. The Library shall maintain its tax exempt status with the IRS and its status as an active entity

in good standing with the State of Florida throughout the term of this Agreement. If, during the term of this Agreement, the Library loses its IRS tax exempt status or its active or non-profit status with the State of Florida, it will immediately notify the City, and the City reserves the right to terminate this Agreement immediately and discontinue payments to the Library.

8. **NONDISCRIMINATION.** The Library agrees that it shall not unlawfully discriminate in the provision of Services. The Library shall provide Services without regard to race, color, creed, sex, sexual orientation, age, national origin, disability or marital status and in compliance with Title VII of the Civil Rights Act of 1964 as amended, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated. The Library shall not use any portion of the Funds for religious instruction, worship, proselytizing, or any other unauthorized purpose. The Library further agrees to adhere to and comply with the Americans with Disabilities Act (“ADA”) and any and all applicable regulations promulgated pursuant thereto in its provision of the Services. The Library shall further comply with ADA requirements for any Services provided via computer, smartphone, software, the internet, intranet, or online (*i.e.*, “Technology Services”). For the purposes of providing ADA compliant Technology Services under this Agreement, the Library must comply with Web Content Accessibility Guidelines (“WCAG”) 2.0 AA or better in order to be deemed compliant. The City acknowledges that the Library is in the process of updating its Technology Services to be compliant with WCAG 2.0 AA or better and that the Library will not be deemed to be in breach of this Agreement as long as such compliance is achieved within one (1) year from Effective Date.

9. **ACCOUNTING AND AUDIT.** For all financial statements and records related to the funding, the Library will utilize those accounting practices and procedures and maintain those records regarding receipts and disbursements of the Funds in accordance with Generally Accepted Accounting Principles (GAAP).

10. **MONITORING.** The Library will permit the City and the City’s designees to monitor the Services to ensure compliance with the terms of this Agreement. The Library shall, to assist in the monitoring of its Services, provide the City and the City’s designees with access to any Library records required by this Agreement within a reasonable time upon the written request of the City. If the Library breaches this Agreement, the City reserves the right to pursue all available legal and equitable remedies, including, but not limited to, the right to suspend or terminate payments under this Agreement and the right to restitution with respect to any Funds utilized by the Library in a manner inconsistent with the terms of this Agreement. Library shall make restitution to the City of any Funds not used in conformance with the terms of this Agreement within forty-five (45) days of demand by the City.

11. **TERMINATION FOR CAUSE.** This Agreement may be terminated by either Party at any time, for cause, upon ninety (90) days’ written notice to the other Party, allowing for an additional period to remedy the notified cause. Such notice must be delivered in the manner set forth in Paragraph 23 below. The termination of this Agreement and the Lease does not relieve the Parties from any obligations under this Agreement with respect to funds paid to the Library prior to termination. Regardless of the foregoing, if the separate Lease Agreement for as between the City and the Library expires or is otherwise terminated, this Agreement will be terminated conterminously with such Lease unless otherwise set forth in a written and executed agreement between the Parties.

12. **INDEMNIFICATION.** The Parties agree that each shall have the obligation to indemnify, defend, and hold each other harmless as is set forth in the Lease Agreement.

13. **NO WAIVER.** Continued performance by either Party after a default or violation of any of the terms, covenants or conditions herein may not be deemed a waiver of any right to terminate this Agreement or elect any other remedy or action, nor may it be construed or act as a waiver for any subsequent default.

14. **CONSTRUCTION; SEVERABILITY.** This Agreement will be construed in accordance with the laws of the State of Florida. It is agreed to by the Parties that if any covenant, condition, or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other covenants, conditions, or provisions contained herein.

15. **NON-ASSIGNABILITY.** The Library may not assign its rights or obligations under this Agreement without the prior written consent of the City Manager or his/her designee, which assignment may be agreed to, denied, or conditioned in part or in whole as the City Manager or his / her designee deems appropriate in his or her sole discretion. A successor Library does not automatically have any rights to the Funds disbursed under this Agreement merely due to its status as a successor to the Library. A successor Library must receive prior approval from the City Manager or his/her designee before it is eligible to receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

16. **THIRD PARTY BENEFICIARY.** This Agreement is solely for the benefit of the Parties signing hereto, and no right, nor any cause of action may accrue to or for the benefit of any third party.

17. **NO JOINT VENTURE.** It is mutually understood and agreed that nothing contained in this Agreement may be construed as creating, or, in any way, create or establish a relationship as partners or joint ventures between the Parties hereto or cause the Library to be or become an agent or representative of the City for any purpose or in any manner whatsoever.

18. **VENUE.** Exclusive venue in any action to construe or enforce the provisions of this Agreement will, if in state court, be in the Circuit Court of and for Orange County, Florida, or, if in federal court, be in the United States Middle District of Florida, Orlando Division. Furthermore, this Agreement is governed by and to be interpreted under the laws of the State of Florida. Both Parties agree to notify the City in writing within thirty (30) business days of the filing to the appropriate regulator of any occurrence of any incident or action giving rise to potential liability, including, but not limited to, lawsuits, injuries, or allegations of abuse or neglect filed against the Library, related to this Agreement; however, such notice will not be required in the event that more immediate filing is required to preserve a cause of action or administrative right due to an administrative deadline, applicable statute of limitations, or statute of repose.

19. **CREDITS.** The Library will give written credit to the City as a sponsor/financial supporter in an appropriate manner in public announcements where such acknowledgements are being made for other contributors. The form and manner of such written credit shall be mutually agreed to by the Parties.

20. **INSURANCE.** The Library will acquire and maintain, during the term of this Agreement, the insurance coverages in the minimum amounts listed below. Current and valid certificates of insurance

for said insurance coverages will be provided to the City Manager or his/her designee upon execution of this Agreement by the Library. For all policies in which the City is required to be an additional insured, the coverage must be primary and non-contributory with any other valid and collectible insurance available to the City. Upon the expiration or modification of such certificates of insurance, the Library shall provide continuing proof of insurance to the City Manager or his designee for the coverages listed below. The insurance coverages must contain a provision that forbids any cancellation, changes, or material alterations in the coverages without providing thirty (30) days written notice to the City (except for cancellation of a policy for non-payment which may provide for a minimum of ten (10) days' notice to the City).

- a) Commercial General Liability -- The Library will provide and maintain a commercial general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury and property damage. Such policy must be issued on an occurrence basis and include coverage for the Library's operations, independent contractors, subcontractors, and broad form property damage coverages protecting itself, its employees, agents, contractors, volunteers, or subsidiaries, and their employees, volunteers, or agents for claims for damages caused by bodily injury, property damage, personal or advertising injury, and products liability/completed operations, including what is commonly known as groups A, B, and C. Such policy or policies must include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Library or by any of its subcontractors arising from work or services performed under this Agreement or the Lease between the Parties. Public liability coverage must include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Library's agreement to indemnify, defend, and hold the City harmless as provided in this Agreement. The commercial liability policy must be endorsed to include the City as an additional insured. Coverage for volunteers may be provided via the main Commercial General Liability Policy or a separate, additional Volunteer Liability Policy in the same per occurrence and aggregate amounts as the Commercial General Liability policy. Any such Volunteer Liability Policy must list the City as an additional insured.
- b) Automobile Liability -- The Library will provide coverage for all owned and hired vehicles with limits of not less than \$500,000 per occurrence and \$1,000,000 in the aggregate for bodily injury and property damage. Such policy shall be for "Any Auto," Coverage Symbol 1, providing coverage for all vehicles operated regardless of ownership, and protecting the Library, its employees, agents, or lessees or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The City must be endorsed as an additional insured under this policy.
- c) Workers' Compensation -- The Library will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer's Liability coverage of not less than \$100,000.
- d) Employee's Honesty Insurance (Fidelity Insurance) -- The Library agrees to purchase a blanket fidelity bond covering all officers, employees, and agents of the Library holding a position of trust and authorized to handle funds received or disbursed under this Agreement and the Lease. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond will provide coverage of no less than \$10,000 per occurrence.

- e) Primary and Excess Coverage -- Any insurance required herein may be provided using primary and excess policies providing functionally equivalent coverage.
- f) Deductibles -- The City is not responsible or liable for the payment of any deductibles for any claims arising out of or related to the Library's business or any subcontractor performing work or services on behalf of the Library or for the Library's benefit under this Agreement or the Lease.
- g) Cancellation Notices -- During the term of this Agreement, Library is responsible for promptly advising and providing the City's Risk Management Department with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the City under this Agreement and the Lease within two (2) business days of receipt of such notice or change.
- h) Insurance for Third Party Contractors and Vendors -- Library shall provide the City with reasonable advance notice of any vendors, contractors, , and other entities Library engages, hires, or otherwise invites to perform or provide services on City owned property, and the City's risk manager may require any such entity to enter into an indemnification, defense, and hold harmless agreement with the City in a form satisfactory to the City and acquire such insurance coverage as deemed reasonably necessary by the City's risk manager to protect the City from and against any damages or claims arising from any such entity's activities on City property, as a condition of providing or performing services on City owned property.
- i) Survival. -- The provisions of this section 20. Insurance survive cancellation or termination of this Agreement and the Lease.

21. **PUBLIC RECORDS.** Pursuant to § 119.0701(2)(a) and (b), Florida Statutes, the City is required to provide the Library with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE LIBRARY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LIBRARY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 599-3447, RCranis@cityofwinterpark.org (or other City designee), or by mail, City Clerk, 401 Park Avenue South, Winter Park, FL 32789.

By entering into this Agreement, Library agrees to comply with public records laws as they pertain to records, kept, generated, or maintained pursuant to this Agreement and the Lease. Pursuant to § 119.0701, Florida Statutes, any contractor, including the Library, entering into an agreement for services with the City is required to:

- a) Keep and maintain public records required by the City to perform the services hereunder.

b) Upon request from the City's custodian of public records, provide the City with a copy of the requested public records or allow such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion or termination of the Agreement if the Agreement does not transfer the records to the City.

d) Upon completion or termination of the Agreement, transfer, at no cost, to the City all public records in the possession of the Library or keep and maintain such records required by the City to perform the service. If the Library transfers all such records to the City upon completion or termination of the Agreement, the Library shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Library keeps and maintains such records upon completion or termination of the Agreement, the Contractor shall meet all applicable requirements for retaining public records as set forth in the applicable retention schedule for State and Local Government Agencies, which schedule is published and maintained by the Florida Department of State, Division of Library and Information Services. All such records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Requests to inspect or copy public records relating to this Agreement must be made directly to the City. If the Library receives any such request, the Library shall instruct the requestor to contact the City. If the City does not possess the requested public records, the City shall immediately notify the Library of such request, and the Library must provide the public records to the City or otherwise allow the public records to be inspected or copied within a reasonable time.

The Library acknowledges that failure to provide public records as defined under Chapter 119, Florida Statutes, to the City within a reasonable time may result in the assessment of penalties under § 119.10, Florida Statutes. The Library further agrees not to release any such public records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City. The Parties agree to indemnify, defend, and hold each other harmless from and against any and all claims, damage awards, penalties, sanctions, and causes of action arising from the either's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by the Party's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Each Party authorizes the other to seek declaratory, injunctive, or other appropriate relief against the other from a Circuit Court in Orange County, Florida on an expedited basis to enforce the requirements of this section. This paragraph shall survive expiration or termination of this Agreement.

22. **ENTIRE AGREEMENT.** This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed to by the Parties. No other agreement, oral or written, regarding the subject matter of this Agreement shall be deemed to exist or to bind either Party hereto.

23. **NOTICE.** Any and all notices to be delivered hereunder shall be in writing and are deemed to be delivered:

- a) when hand delivered to the person hereinafter designated,
- b) on the date of deposit in the United States Mail, return receipt requested, or
- c) on the date such notice is given into the possession of a national delivery company, including but not limited to Federal Express, for delivery requiring signature acceptance,

addressed to a Party at the address set forth below, or at such other address as the applicable Party shall have specified, from time to time, by written notice to the other Party delivered in accordance herewith. The City Manager or his/her designee has full authority to send all notices related to this Agreement on behalf of the City. The Parties' addresses are as follows:

City: **City of Winter Park**
Attention: Budget & Management Division Director
Office of Management & Budget
401 South Park Avenue
Winter Park, Florida 32789

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

Library: **Winter Park Library, Inc.**
Attention: Executive Director
Address: _____
Winter Park, FL 32789

24. **SURVIVAL.** Those provisions, which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, will survive the expiration, cancellation, or termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed these presents and have set their hands and seals the day and year first above written.

CITY OF WINTER PARK, FLORIDA

BY: _____
Mayor Phil Anderson

ATTEST:

Rene Cranis, City Clerk

WINTER PARK PUBLIC LIBRARY, INC., a
Florida Not-For-Profit Corporation

BY: _____

Print Name: _____

Title: _____

Exhibit A - Location of Building on Campus

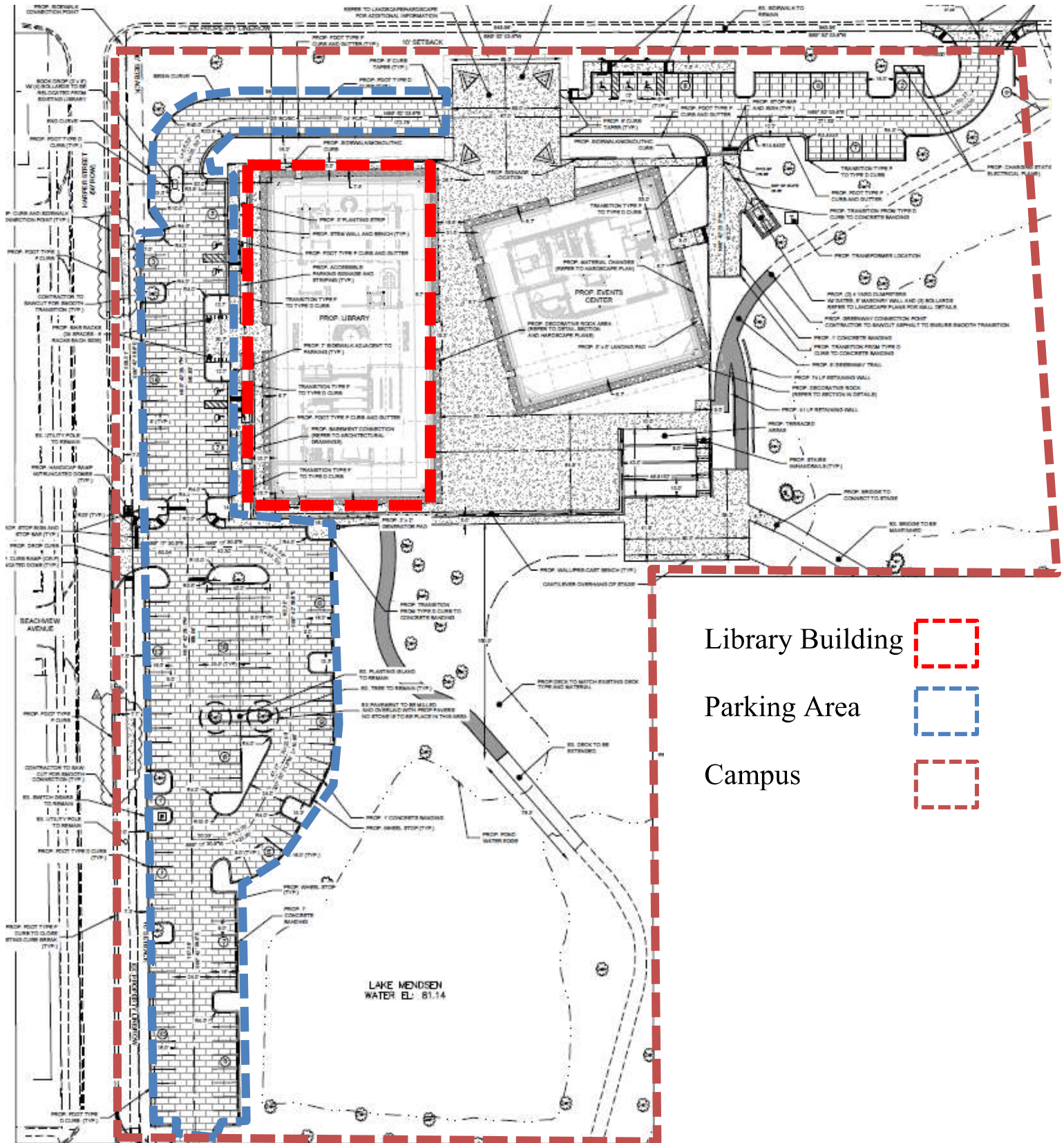


Exhibit B - Statement of Responsibilities

The following will outline the general responsibilities and maintenance of the Building. These may be amended at a future date at the mutual consent of both parties.

Winter Park Library Association:

- Provide qualified staff for library operation
- Provide and maintain physical and digital resources
- Provide and maintain supplies and equipment utilized for classes and events or library administrative purposes
- Provide home delivery services to qualifying residents residing within the incorporated City of Winter Park
- Provide core library services (including lending of resources, provision of information, classes and events, and access to the internet)
- Maintain specialized library equipment including the automated material handler, security gates, and equipment specific to library operations
- Maintenance and replacement of furniture used for library operations and functions, replacements must be of considerable quality but do not need to be exact replacements

City of Winter Park Responsibilities:

- Provide janitorial services
- Provide Campus maintenance, including facility exteriors and landscaping
- Provide Building maintenance, including replacement and repair of mechanical, electrical, plumbing, fire, elevator, and structural systems & features
- Provide utilities (electricity and water)
- Provide and maintain IT network and system services, camera & security systems, and phone system
- Inspection for and maintenance of Building certifications, fire safety and fire suppression systems, and elevator.

Exhibit C - Financial Reporting

The Library will submit annually the approved final audit and report within 270 days of the end of the fiscal year plus the approved IRS 990 form once it is available.

Exhibit D - Performance Metrics

The *LJ* Index is a national rating system designed to recognize and promote America's public libraries, to help improve the pool of nationally collected library statistics, and to encourage library self-evaluation. The Winter Park Library utilizes the LJ Index to track and rate performance. The following statistical measures will be gathered by the Library monthly and reported to the City of Winter Park on a quarterly basis in a manner consistent with the Library's internal reporting process. These measures may be adjusted with mutual consent of both parties as the rating index standards may vary over time. monitor library performance

1. In-building foot traffic counts
2. Attendance counts at classes and events
3. Physical item circulation counts
4. Digital item circulation counts
5. Number of public computer sessions
6. Number of Wi-Fi sessions
7. Database utilization numbers



City Commission **agenda item**

item type Public Hearings	meeting date October 13, 2021
prepared by Jeffrey Briggs	approved by Bronce Stephenson
board approval Completed	
strategic objective	

subject

Ordinance adopting a new Comprehensive Plan Element for Private Property Rights pursuant to State Statute (2nd Reading)

motion / recommendation

Staff recommendation is for approval with the revision made by the city attorney.

background

House Bill 59 became effective on July 1, 2021, which requires that every City and County in Florida must adopt a Private Property Rights Element. If the City does not comply, then no other future Comprehensive Plan amendments will be processed by the State or can be adopted, which most immediately would not allow the Comprehensive Plan amendments associated with the Orange Avenue Overlay to proceed.

The City Commission approved on first reading an Ordinance version of the Property Rights Element on August 25, 2021 and it was sent to the Florida Dept. of Economic Opportunity (FDEO). The City has received the comment from the FDEO requesting a modification of the text to delete the modifier "concerning land use and zoning matters". That has been done in the version attached.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Ordinance - Property Right Element DL rev 10-1-2021 \(003\).doc](#)

ATTACHMENTS:

[Winter Park 21-01ESR Ack letter.pdf](#)

ATTACHMENTS:

[Public Hearing Notice_Private Property Rights_2nd reading 2021.docx](#)

ATTACHMENTS:

[HB 59.pdf](#)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 58, LAND DEVELOPMENT CODE, ARTICLE I, "COMPREHENSIVE PLAN" SO AS TO ADOPT A NEW PROPERTY RIGHTS ELEMENT IN THE WINTER PARK COMPREHENSIVE PLAN IN COMPLIANCE WITH FLORIDA STATUTES.

WHEREAS, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments; and

WHEREAS, this Comprehensive Plan amendment meets the criteria established by Chapter 163 and 166, Florida Statutes; and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held; and

WHEREAS, the Florida Legislature changed statutory provisions of chapter 163, Florida Statutes effective on July 1, 2021 to ensure that private property rights are considered in local decision-making by requiring the adoption of a Property Rights Element into the Comprehensive Plan; and

WHEREAS, the City Commission of the City of Winter Park desires to update the Comprehensive Plan consistent with such statutory changes by adopting a "Property Rights Element"; and

WHEREAS, the City Commission desires to incorporate into the Property Rights Element language to signify the City's respect for the rights of people to participate in the land use planning processes and consideration of impacts changes to land use have on the predictability and reliability of the comprehensive plan.

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on August 3, 2020, provided for participation by the public in the process, and rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings on August 25, 2021 and on October 13, 2021 and provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.

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

SECTION 1. Comprehensive Plan Amendment. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" is hereby amended to adopt a new Property Rights Element as Chapter 10 of the Comprehensive Plan to read as follows (new language is underlined):

Chapter 10: PROPERTY RIGHTS ELEMENT

GOAL 10-1:

The purpose and overall goal for the Property Rights Element is to signify respect for judicially acknowledged and constitutionally protected private property rights, signify respect to people's rights to participate in the decisions that affect their lives and property, and to ensure that those rights are considered in the City of Winter Park's decision-making.

Objective 10.1:

This objective provides a framework for ensuring that private property rights and the rights of people to participate in the decisions that affect their lives and property are considered in local decision-making. This objective and the policies within this element do not create any property rights or due process rights that are not already judicially acknowledged and constitutionally protected. This objective and the policies within this element are not intended to alter the legislative nature of decisions made in the adoption of comprehensive plan amendments and land development code amendments. This objective and the policies within this element are not intended to require evidence, discussion, or findings of fact concerning the matters set forth herein. Ordinances adopted and land use and zoning decisions made by the City are presumed to have considered the matters set forth in this element.

Policy 10.1: The following rights shall be considered in decision-making by the City of Winter Park:

- 1) The right of a property owner to physically possess and control their interests in property, including easements, leases, or mineral rights.
- 2) The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
- 3) The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions

and property.

4) The right of a property owner to dispose of his or her property through sale or gift.

Policy 10.2: Persons that are affected by proposed land use and zoning decisions have the right to notice of public hearing(s) and the right to present testimony and evidence at public hearing(s) involving land use and zoning decisions of the City. The City will ensure that its land development regulations provide adequate public notice of proposed changes to the comprehensive plan, zoning and land development regulations to afford affected persons with sufficient time to become informed and participate in the decision making process. The City will consider implementing and maintaining processes to better inform the public of proposed changes to the comprehensive plan, zoning, and land development regulations.

Policy 10.3: Residents, property owners, and businesses may have made decisions to buy and improve homes, buy and improve property or start and grow businesses based, in part, on their understanding of existing comprehensive plan and zoning provisions. The City will consider the impacts that proposed changes to the comprehensive plan, zoning and land development regulations have on the reliability and predictability of the comprehensive plan, zoning and land development regulations and on the best interest of the citizens' health, safety and welfare.

SECTION 2. Codification. Section 1 of this Ordinance shall be incorporated into the Winter Park Comprehensive Plan. Any objectives, goals, policies, section, and paragraph number or letters 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 may be freely made.

SECTION 3. Severability. The provisions of this Ordinance are declared to be separable and if any section, paragraph, sentence or word of this Ordinance or the application thereto any person or circumstance is held invalid, that invalidity shall not affect other sections or words or applications of this Ordinance. If any part of this Ordinance is found to be preempted or otherwise superseded, the remainder shall nevertheless be given full force and effect to the extent permitted by the severance of such preempted or superseded part.

SECTION 4. Conflicts. If any ordinance or part thereof is in conflict herewith, this Ordinance shall control to the extent of the conflict.

SECTION 5. Effective Date. After adoption of this Ordinance, the effective date of the comprehensive plan amendment ("Amendment") set forth in this Ordinance shall be 31 days after the state land planning agency notifies the local government that the comprehensive plan amendment package is complete if the Amendment is not timely challenged. If timely challenged, the Amendment shall become effective on the date the state land planning agency or the Administrative Commission enters a final order determining the adopted amendment to be in compliance.

The first reading and public hearing on this Ordinance was held on August 25, 2021.

The second reading and public hearing on this Ordinance was held on _____, 2021.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2021.

Mayor Phillip Anderson

Attest:

Rene Cranis, City Clerk

\\\\server\\users\\aka\\clients\\winter park\\planning and cra w600-26037\\comprehensive plan amendment\\property rights element\\ordinance - property right element dl rev 10-1-2021.doc

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

September 2, 2021

Mr. Randy Knight, City Manager
City of Winter Park
Planning and Community Development
401 Park Avenue South
Winter Park, Florida 32789-4386

Dear Mr. Knight:

Thank you for submitting **City of Winter Park's** proposed comprehensive plan amendment submitted for our review pursuant to the Expedited State Review process. The reference number for this amendment package is **21-01ESR**.

The proposed submission package will be reviewed pursuant to Section 163.3184(3), Florida Statutes. Once the review is underway, you may be asked to provide additional supporting documentation by the review team to ensure a thorough review. You will receive the Department's Comment Letter no later than October 2, 2021.

If you have any questions please contact Terri Stoutamire, Plan Processor at (850) 717-8513 or Kelly Corvin, Regional Planning Administrator, whom will be overseeing the review of the amendments, at (850)717-8503.

Sincerely,

D. Ray Eubanks, Administrator
Plan Review and Processing

DRE/ts

cc: Jeff Briggs, Planning Manager, City of Winter Park

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

August 30, 2021

Mr. Ray Eubanks, Plan Processing Administrator
Department of Economic Opportunity
State Land Planning Agency – Caldwell Building
107 East Madison – MSC 160
Tallahassee, Florida 32399

RE: Transmittal Letter for 2021 Comprehensive Plan Amendment – Private Property Rights Element

Dear Mr. Eubanks:

Enclosed is a Comprehensive Plan amendment approved by the City Commission on first reading and for transmittal to the Florida Dept. of Economic Opportunity. The City Commission held an advertised public hearing on this amendment on August 25, 2021. That followed a Public Hearing before the Local Planning Agency (Planning & Zoning Board) on August 3, 2021 which recommended approval of the amendment.

The City Commission transmits the amendment described herein pursuant to the Section 163.3184 (3) Florida Statutes Expedited State Review Process for Adoption of Comprehensive Plan Amendments.

One copy of the proposed amendment and this complete amendment package has been mailed to each of the following agencies on June 28, 2018: the Florida Department of Environmental Protection; Florida Department of State; Florida Department of Transportation; Florida Department of Education; the East Central Florida Regional Planning Agency; St. Johns River Water Management District and the Orange County Planning Department.

This amendment is submitted for compliance with House Bill 59 in order to satisfy the requirements of that recent State Legislation.

This transmittal letter is accompanied by the following:

- One copy of the proposed Amendment and one PDF copy sent via email.
- Minutes of the Planning & Zoning Board transmittal public hearings.
- Minutes of the City Commission transmittal public hearings.
- Copies of the legal advertisements.
- Staff report summarizing the amendment.

Comments or questions regarding the proposed amendment should be directed to Jeff Briggs, Planning Manager, by calling 407-599-3440 or emailing jbriggs@cityofwinterpark.org.



Randy Knight, City Manager



Public Hearing

NOTICE OF AN ORDINANCE TO ADOPT A NEW COMPREHENSIVE PLAN ELEMENT FOR PRIVATE PROPERTY RIGHTS PURSUANT TO STATE STATUTE

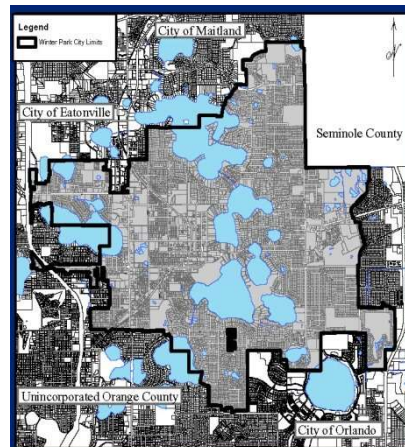
NOTICE IS HEREBY GIVEN that the Winter Park City Commission will hold a Public Hearing on Wednesday, October 13, 2021 at 5:01 p.m., in City Hall Commission Chambers, located at 401 South Park Avenue in the City of Winter Park, Florida, to consider the adoption of an Ordinance to amend the Comprehensive Plan to adopt a new Private Property Rights Element.

Copies of the proposed Ordinance are available for inspection in the Planning Department in City Hall, Monday through Friday, from 8 a.m. to 5 p.m., as well as on the city's official web site at www.cityofwinterpark.org.

All interested parties are invited to attend and be heard with respect to the adoption of the proposed amendments. Additional information is available in the Planning Department so that citizens may acquaint themselves with each issue and receive answers to any questions they may have prior to the hearing.

Pursuant to the provisions of the Americans with Disabilities Act: any person requiring special accommodation to participate in this meeting, because of disability or physical impairment, should contact the Planning Department at 407-599-3324 at least 48 hours in advance of this hearing.

Pursuant to §286.0105 of the Florida Statutes: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and they need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.



PUBLISH: September 30, 2021 ORLANDO SENTINEL

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CS/CS/CS/HB 59, Engrossed 1

2021 Legislature

1
2 An act relating to growth management; amending s.
3 163.3167, F.S.; specifying requirements for certain
4 comprehensive plans effective, rather than adopted,
5 after a specified date and for associated land
6 development regulations; amending s. 163.3177, F.S.;
7 requiring local governments to include a property
8 rights element in their comprehensive plans; providing
9 a statement of rights which a local government may
10 use; requiring a local government to adopt a property
11 rights element by the earlier of its adoption of its
12 next proposed plan amendment initiated after a certain
13 date or the next scheduled evaluation and appraisal of
14 its comprehensive plan; prohibiting a local
15 government's property rights element from conflicting
16 with the statement of rights contained in the act;
17 amending s. 163.3237, F.S.; providing that the consent
18 of certain property owners is not required for
19 development agreement changes under certain
20 circumstances; providing an exception; amending s.
21 337.25, F.S.; requiring the Department of
22 Transportation to afford a right of first refusal to
23 certain individuals under specified circumstances;
24 providing requirements and procedures for the right of
25 first refusal; amending s. 380.06, F.S.; authorizing

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2021 Legislature

26 certain developments of regional impact agreements to
27 be amended under certain circumstances; providing
28 retroactive applicability; providing a declaration of
29 important state interest; providing an effective date.

30
31 Be It Enacted by the Legislature of the State of Florida:

32
33 Section 1. Subsection (3) of section 163.3167, Florida
34 Statutes, is amended to read:

35 163.3167 Scope of act.—

36 (3) A municipality established after the effective date of
37 this act shall, within 1 year after incorporation, establish a
38 local planning agency, pursuant to s. 163.3174, and prepare and
39 adopt a comprehensive plan of the type and in the manner set out
40 in this act within 3 years after the date of such incorporation.
41 A county comprehensive plan is controlling until the
42 municipality adopts a comprehensive plan in accordance with this
43 act. A comprehensive plan for a newly incorporated municipality
44 which becomes effective ~~adopted~~ after January 1, 2016 ~~2019~~, and
45 all land development regulations adopted to implement the
46 comprehensive plan must incorporate each development order
47 existing before the comprehensive plan's effective date, may not
48 impair the completion of a development in accordance with such
49 existing development order, and must vest the density and
50 intensity approved by such development order existing on the

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effective date of the comprehensive plan without limitation or modification.

Section 2. Paragraph (i) is added to subsection (6) of section 163.3177, Florida Statutes, to read:

163.3177 Required and optional elements of comprehensive plan; studies and surveys.—

(6) In addition to the requirements of subsections (1)–(5), the comprehensive plan shall include the following elements:

(i)1. In accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights, each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decisionmaking. A local government may adopt its own property rights element or use the following statement of rights:

The following rights shall be considered in local decisionmaking:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

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76
77 2. The right of a property owner to use, maintain,
78 develop, and improve his or her property for personal
79 use or for the use of any other person, subject to
80 state law and local ordinances.

81
82 3. The right of the property owner to privacy and to
83 exclude others from the property to protect the
84 owner's possessions and property.

85
86 4. The right of a property owner to dispose of his or
87 her property through sale or gift.
88

89 2. Each local government must adopt a property rights
90 element in its comprehensive plan by the earlier of the date of
91 its adoption of its next proposed plan amendment that is
92 initiated after July 1, 2021, or the date of the next scheduled
93 evaluation and appraisal of its comprehensive plan pursuant to
94 s. 163.3191. If a local government adopts its own property
95 rights element, the element may not conflict with the statement
96 of rights provided in subparagraph 1.

97 Section 3. Section 163.3237, Florida Statutes, is amended
98 to read:

99 163.3237 Amendment or cancellation of a development
100 agreement.—A development agreement may be amended or canceled by

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101 mutual consent of the parties to the agreement or by their
102 successors in interest. A party or its designated successor in
103 interest to a development agreement and a local government may
104 amend or cancel a development agreement without securing the
105 consent of other parcel owners whose property was originally
106 subject to the development agreement, unless the amendment or
107 cancellation directly modifies the allowable uses or
108 entitlements of such owners' property.

109 Section 4. Subsection (4) of section 337.25, Florida
110 Statutes, is amended to read:

111 337.25 Acquisition, lease, and disposal of real and
112 personal property.—

113 (4) The department may convey, in the name of the state,
114 any land, building, or other property, real or personal, which
115 was acquired under subsection (1) and which the department has
116 determined is not needed for the construction, operation, and
117 maintenance of a transportation facility. When such a
118 determination has been made, property may be disposed of through
119 negotiations, sealed competitive bids, auctions, or any other
120 means the department deems to be in its best interest, with due
121 advertisement for property valued by the department at greater
122 than \$10,000. A sale may not occur at a price less than the
123 department's current estimate of value, except as provided in
124 paragraphs (a)–(d). The department may afford a right of first
125 refusal to the local government or other political subdivision

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126 in the jurisdiction in which the parcel is situated, except in a
127 conveyance transacted under paragraph (a), paragraph (c), or
128 paragraph (e). Notwithstanding any provision of this section to
129 the contrary, before any conveyance under this subsection may be
130 made, except a conveyance under paragraph (a) or paragraph (c),
131 the department shall first afford a right of first refusal to
132 the previous property owner for the department's current
133 estimate of value of the property. The right of first refusal
134 must be made in writing and sent to the previous owner via
135 certified mail or hand delivery, effective upon receipt. The
136 right of first refusal must provide the previous owner with a
137 minimum of 30 days to exercise the right in writing and must be
138 sent to the originator of the offer by certified mail or hand
139 delivery, effective upon dispatch. If the previous owner
140 exercises his or her right of first refusal, the previous owner
141 has a minimum of 90 days to close on the property. The right of
142 first refusal set forth in this subsection may not be required
143 for the disposal of property acquired more than 10 years before
144 the date of disposition by the department.

145 (a) If the property has been donated to the state for
146 transportation purposes and a transportation facility has not
147 been constructed for at least 5 years, plans have not been
148 prepared for the construction of such facility, and the property
149 is not located in a transportation corridor, the governmental
150 entity may authorize reconveyance of the donated property for no

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151 consideration to the original donor or the donor's heirs,
152 successors, assigns, or representatives.

153 (b) If the property is to be used for a public purpose,
154 the property may be conveyed without consideration to a
155 governmental entity.

156 (c) If the property was originally acquired specifically
157 to provide replacement housing for persons displaced by
158 transportation projects, the department may negotiate for the
159 sale of such property as replacement housing. As compensation,
160 the state shall receive at least its investment in such property
161 or the department's current estimate of value, whichever is
162 lower. It is expressly intended that this benefit be extended
163 only to persons actually displaced by the project. Dispositions
164 to any other person must be for at least the department's
165 current estimate of value.

166 (d) If the department determines that the property
167 requires significant costs to be incurred or that continued
168 ownership of the property exposes the department to significant
169 liability risks, the department may use the projected
170 maintenance costs over the next 10 years to offset the
171 property's value in establishing a value for disposal of the
172 property, even if that value is zero.

173 (e) If, at the discretion of the department, a sale to a
174 person other than an abutting property owner would be
175 inequitable, the property may be sold to the abutting owner for

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the department's current estimate of value.

Section 5. Paragraph (d) of subsection (4) of section 380.06, Florida Statutes, is amended to read:

380.06 Developments of regional impact.—

(4) LOCAL GOVERNMENT DEVELOPMENT ORDER.—

(d) Any agreement entered into by the state land planning agency, the developer, and the local government with respect to an approved development of regional impact previously classified as essentially built out, or any other official determination that an approved development of regional impact is essentially built out, remains valid unless it expired on or before April 6, 2018, and may be amended pursuant to the processes adopted by the local government for amending development orders. Any such agreement or amendment may authorize the developer to exchange approved land uses, subject to demonstrating that the exchange will not increase impacts to public facilities. This paragraph applies to all such agreements and amendments effective on or after April 6, 2018.

Section 6. The Legislature finds and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.



City Commission **agenda item**

item type Public Hearings	meeting date October 13, 2021
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Ordinance proposing Charter Amendments for March 2022 ballot (2nd Reading)

motion / recommendation

Approve the ordinance to pose ballot questions to the voters regarding charter sections 2.08 & 2.11.

background

Note: The ordinance has been revised based on amendments made in the September 22nd meeting.

At the direction of the City Commission, the City Attorney's office has prepared ballot language to be consider by the voters during the March 2022 election for the purpose of modifying sections 2.08 and 2.11 of the city charter.

alternatives / other considerations

The City Commission may accept, reject or modify this language.

fiscal impact

ATTACHMENTS:

[Ordinance adopting Charter Amendment Referendum draft 09-23-2021.docx](#)

ORDINANCE _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROPOSING AMENDMENTS TO THE CHARTER OF THE CITY OF WINTER PARK SECTIONS 2.08 AND 2.11; PROVIDING FOR A REFERENDUM VOTE BY THE ELECTORS OF THE CITY OF WINTER PARK ON THE QUESTION OF APPROVAL OF THE PROPOSED CHARTER AMENDMENTS AT THE ELECTION TO BE HELD ON MARCH 8, 2022; PROVIDING FORM OF BALLOT; PROVIDING FOR FILING REVISED CHARTER WITH THE FLORIDA DEPARTMENT OF STATE, AND OTHER DIRECTIONS TO CITY STAFF; PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE AND CHARTER AMENDMENTS; PROVIDING FOR SEVERABILITY, CODIFICATION, AND CONFLICTS.

WHEREAS, the City Commission of the City of Winter Park, Florida pursuant to Chapter 166, Florida Statutes, and Section 1.03, Charter of the City of Winter Park, Florida, may submit to the electors of the City proposed amendments to the City Charter; and

WHEREAS, the City Commission finds it in the best interests of the City and its residents to propose and submit to the electors of the City of Winter Park for referendum vote the City Charter amendments provided for herein, at the election to be held on March 8, 2022.

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

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

Section 2. Charter Amendment #1. The City hereby proposes the amendment(s) to the City Charter described below, which amendment(s) shall be submitted to the qualified electors of the City of Winter Park (words that are ~~stricken out~~ are deletions; words that are underlined are additions; provisions and sentences not included are not being amended; stars *** indicate separations between sections and do not represent Charter amendments):

Sec. 2.08. - Procedure.

- (a) *Meetings*. The commission shall meet regularly at least once every month at such time and public place as the commission may prescribe by rule. Special and/or emergency meetings may be held upon call of any member of the commission. Special meetings require twenty-four (24) hours advance notice to each member of the city commission and to the public. Emergency meetings require, when practicable, twelve (12) hours notice to each member of the city commission and to

the public and shall be called only to consider a public emergency affecting life, health, property or the public peace. Notice to the public consists of posting notice at some designated, conspicuous place in front of City Hall. A proposed agenda for all meetings shall also be posted in this same location as soon as practicable before each meeting, but in any event not later than twenty-four (24) hours for each regular and special meeting. Failure to list a specific item on an agenda shall not affect the validity of any act of the city commission. In the event any regular, special or emergency meeting is to be adjourned to reconvene at a later time, the date, time and place of reconvening shall be announced prior to such adjournment.

- (b) *Rules.* The commission shall determine its own rules and order of business. Minutes shall be kept of all commission proceedings.
- (c) *Voting.* Voting on ordinances and resolutions shall be by roll call vote of the commissioners and the mayor and shall be recorded in the minutes. The affirmative vote of at least three (3) members of the city commission who are present at the meeting, either in person or through the use of video-conferencing, shall be necessary to adopt any ordinance or resolution. The affirmative vote of at least four (4) members of the city commission shall be required for the approval of the following matters: (i) conveyance of fee simple ownership of real property owned by the city. The use of video-conferencing by an individual member of the city commission shall be limited to not more than three (3) times per calendar year and shall be subject to approval pursuant to and governed by rules and procedures adopted by the city commission. No other action of the commission except as provided in Sections 2.07 and in 2.08(d) shall be valid or binding unless adopted by the affirmative vote of at least a majority of a quorum present.
- (d) *Quorum.* At least three (3) members ~~majority~~ of the commission must be physically present to constitute a quorum; but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the commission.

Sec. 2.11. - Ordinances in general.

As used in this section, "ordinance" means an official legislative action of the commission, which action is a regulation of a general and permanent nature and enforceable as a local law.

- (a) *Procedures for adoption.* Ordinances shall be adopted in accordance with the procedures and notice requirements provided by general law, provided further that a proposed ordinance shall be adopted when it has been read, by title or in full, and has received the affirmative vote of at least three members ~~a majority~~ of the city commission on at least two (2) separate days at either regular or special meetings of the commission. If there is a change in substance in the text, then the reading at the time of change will be deemed the first reading.
- (b) *Action requiring an ordinance.* In addition to other acts required by law or by specific provision of this Charter to be done by ordinance, those acts of the city commission shall be by ordinance which:
 - (1) Adopt or amend an administrative code or establish or abolish any city department or agency;
 - (2) Establish a rule or regulation the violation of which carries a penalty;
 - (3) Levy taxes authorized by general law;
 - (4) Grant, renew or extend a franchise;
 - (5) Set service or user charge for municipal services or grant administrative authority for such charges;

- (6) Authorize the borrowing of money not inconsistent with the limitations in the Constitution, the general laws of the state, and the provisions of this Charter;
- (7) Convey or lease or authorize by administrative action the conveyance or lease of any lands of the city;
- (8) Amend or repeal any ordinance previously adopted, except as otherwise provided in Article V;
- (9) Establish zoning.

Section 3. Amendment #1 Ballot Question. The ballot title and summary for the City Charter amendment(s) described in Section 2 of this Ordinance shall be as set forth below, and shall be followed by the words “yes” and “no”:

**Question #1:
Require Supermajority Vote to Sell City Property**

Shall Sections 2.08 and 2.11 of the Winter Park City Charter be amended to require at least four of five members of the city commission to vote in favor to approve the conveyance of fee simple title of city owned property?

Yes _____

No _____

Section 4. Charter Amendment #2. The City hereby proposes the amendment(s) to the City Charter described below, which amendment(s) shall be submitted to the qualified electors of the City of Winter Park (words that are ~~stricken out~~ are deletions; words that are underlined are additions; provisions and sentences not included are not being amended; stars *** indicate separations between sections and do not represent Charter amendments):

Sec. 2.08. - Procedure.

- (a) *Meetings.* The commission shall meet regularly at least once every month at such time and public place as the commission may prescribe by rule. Special and/or emergency meetings may be held upon call of any member of the commission. Special meetings require twenty-four (24) hours advance notice to each member of the city commission and to the public. Emergency meetings require, when practicable, twelve (12) hours notice to each member of the city commission and to the public and shall be called only to consider a public emergency affecting life, health, property or the public peace. Notice to the public consists of posting notice at some designated, conspicuous place in front of City Hall. A proposed agenda for all meetings shall also be posted in this same location as soon as practicable before each meeting, but in any event not later than twenty-four (24) hours for each regular and special meeting. Failure to list a specific item on an agenda shall not affect the validity of any act of the city commission. In the event any regular, special or

emergency meeting is to be adjourned to reconvene at a later time, the date, time and place of reconvening shall be announced prior to such adjournment.

- (b) *Rules.* The commission shall determine its own rules and order of business. Minutes shall be kept of all commission proceedings.
- (c) *Voting.* Voting on ordinances and resolutions shall be by roll call vote of the commissioners and the mayor and shall be recorded in the minutes. The affirmative vote of at least three (3) members of the city commission who are present at the meeting, either in person or through the use of video-conferencing, shall be necessary to adopt any ordinance or resolution. The affirmative vote of at least four (4) members of the city commission shall be required for the approval of the following matters: (i) comprehensive plan future land use map amendment, rezoning or change in use of park land to a use that is not a recreational or park use; and (ii) comprehensive plan future land use map amendment, rezoning or change in use of land currently zoned public and quasi-public (PQP) district or zoned parks and recreation (PR) district. The use of video-conferencing by an individual member of the city commission shall be limited to not more than three (3) times per calendar year and shall be subject to approval pursuant to and governed by rules and procedures adopted by the city commission. No other action of the commission except as provided in Sections 2.07 and in 2.08(d) shall be valid or binding unless adopted by the affirmative vote of at least a majority of a quorum present.
- (d) *Quorum.* At least three (3) members ~~majority~~ of the commission must be physically present to constitute a quorum; but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the commission.

Sec. 2.11. - Ordinances in general.

As used in this section, "ordinance" means an official legislative action of the commission, which action is a regulation of a general and permanent nature and enforceable as a local law.

- (a) *Procedures for adoption.* Ordinances shall be adopted in accordance with the procedures and notice requirements provided by general law, provided further that a proposed ordinance shall be adopted when it has been read, by title or in full, and has received the affirmative vote of at least three members ~~a majority~~ of the city commission on at least two (2) separate days at either regular or special meetings of the commission. If there is a change in substance in the text, then the reading at the time of change will be deemed the first reading.
- (b) *Action requiring an ordinance.* In addition to other acts required by law or by specific provision of this Charter to be done by ordinance, those acts of the city commission shall be by ordinance which:
 - (1) Adopt or amend an administrative code or establish or abolish any city department or agency;
 - (2) Establish a rule or regulation the violation of which carries a penalty;
 - (3) Levy taxes authorized by general law;
 - (4) Grant, renew or extend a franchise;
 - (5) Set service or user charge for municipal services or grant administrative authority for such charges;
 - (6) Authorize the borrowing of money not inconsistent with the limitations in the Constitution, the general laws of the state, and the provisions of this Charter;

- (7) Convey or lease or authorize by administrative action the conveyance or lease of any lands of the city;
- (8) Amend or repeal any ordinance previously adopted, except as otherwise provided in Article V;
- (9) Establish zoning.

Section 5. Amendment #2 Ballot Question. The ballot title and summary for the City Charter amendment(s) described in Section 4 of this Ordinance shall be as set forth below, and shall be followed by the words “yes” and “no”:

**Question #2:
Require Supermajority Vote to Rezone Parks and Public Lands**

Shall Sections 2.08 and 2.11 of the Winter Park City Charter be amended to require at least four of five members of the city commission to vote in favor to (i) approve a comprehensive plan future land use map amendment or rezoning of city-owned park land; and (ii) approve a comprehensive plan future land use map amendment, rezoning or change of use of land currently zoned public and quasi-public district or zoned parks and recreation district.

Yes _____

No _____

Section 6. Charter Amendment #3. The City hereby proposes the amendment(s) to the City Charter described below, which amendment(s) shall be submitted to the qualified electors of the City of Winter Park (words that are ~~stricken out~~ are deletions; words that are underlined are additions; provisions and sentences not included are not being amended; stars *** indicate separations between sections and do not represent Charter amendments):

Sec. 2.08. - Procedure.

- (a) *Meetings.* The commission shall meet regularly at least once every month at such time and public place as the commission may prescribe by rule. Special and/or emergency meetings may be held upon call of any member of the commission. Special meetings require twenty-four (24) hours advance notice to each member of the city commission and to the public. Emergency meetings require, when practicable, twelve (12) hours notice to each member of the city commission and to the public and shall be called only to consider a public emergency affecting life, health, property or the public peace. Notice to the public consists of posting notice at some designated, conspicuous place in front of City Hall. A proposed agenda for all meetings shall also be posted in this same location as soon as practicable before each meeting, but in any event not later than twenty-four (24) hours for each regular and special meeting. Failure to list a specific item on an agenda shall

not affect the validity of any act of the city commission. In the event any regular, special or emergency meeting is to be adjourned to reconvene at a later time, the date, time and place of reconvening shall be announced prior to such adjournment.

- (b) *Rules.* The commission shall determine its own rules and order of business. Minutes shall be kept of all commission proceedings.
- (c) *Voting.* Voting on ordinances and resolutions shall be by roll call vote of the commissioners and the mayor and shall be recorded in the minutes. The affirmative vote of at least three (3) members of the city commission who are present at the meeting, either in person or through the use of video-conferencing, shall be necessary to adopt any ordinance or resolution. The affirmative vote of at least four (4) members of the city commission shall be required for the approval of the following matters: (i) comprehensive plan future land use map amendment or rezoning of lakefront property from a residential use to a commercial use, mixed-use, medium-density residential use, or high-density residential use; and (ii) approval of a comprehensive plan future land use map amendment or zoning map amendment that changes the use of property from a residential category to a non-residential category, except that this subsection does not apply to changes from a residential use to a public, quasi-public or recreational use. The use of video-conferencing by an individual member of the city commission shall be limited to not more than three (3) times per calendar year and shall be subject to approval pursuant to and governed by rules and procedures adopted by the city commission. No other action of the commission except as provided in Sections 2.07 and in 2.08(d) shall be valid or binding unless adopted by the affirmative vote of at least a majority of a quorum present.
- (d) *Quorum.* At least three (3) members ~~majority~~ of the commission must be physically present to constitute a quorum; but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the commission.

Sec. 2.11. - Ordinances in general.

As used in this section, "ordinance" means an official legislative action of the commission, which action is a regulation of a general and permanent nature and enforceable as a local law.

- (a) *Procedures for adoption.* Ordinances shall be adopted in accordance with the procedures and notice requirements provided by general law, provided further that a proposed ordinance shall be adopted when it has been read, by title or in full, and has received the affirmative vote of at least three members ~~a majority~~ of the city commission on at least two (2) separate days at either regular or special meetings of the commission. If there is a change in substance in the text, then the reading at the time of change will be deemed the first reading.
- (b) *Action requiring an ordinance.* In addition to other acts required by law or by specific provision of this Charter to be done by ordinance, those acts of the city commission shall be by ordinance which:
 - (1) Adopt or amend an administrative code or establish or abolish any city department or agency;
 - (2) Establish a rule or regulation the violation of which carries a penalty;
 - (3) Levy taxes authorized by general law;
 - (4) Grant, renew or extend a franchise;
 - (5) Set service or user charge for municipal services or grant administrative authority for such charges;

- (6) Authorize the borrowing of money not inconsistent with the limitations in the Constitution, the general laws of the state, and the provisions of this Charter;
- (7) Convey or lease or authorize by administrative action the conveyance or lease of any lands of the city;
- (8) Amend or repeal any ordinance previously adopted, except as otherwise provided in Article V;
- (9) Establish zoning.

Section 7. Amendment #3 Ballot Question. The ballot title and summary for the City Charter amendment(s) described in Section 6 of this Ordinance shall be as set forth below, and shall be followed by the words “yes” and “no”:

Question #3:

Require Supermajority Vote for Residential and Lakefront Property Map Amendments

Shall Sections 2.08 and 2.11 of the Winter Park City Charter be amended to require at least four of five members of the city commission to vote in favor of a comprehensive plan future land use map amendment or rezoning (i) from a residential category to a non-residential category, or (ii) to lakefront property from a residential use to a commercial use, mixed-use, medium density residential use or high density residential use?

Yes _____

No _____

Section 8. Charter Amendment #4. The City hereby proposes the amendment(s) to the City Charter described below, which amendment(s) shall be submitted to the qualified electors of the City of Winter Park (words that are ~~stricken out~~ are deletions; words that are underlined are additions; provisions and sentences not included are not being amended; stars *** indicate separations between sections and do not represent Charter amendments):

Sec. 2.08. - Procedure.

- (a) *Meetings.* The commission shall meet regularly at least once every month at such time and public place as the commission may prescribe by rule. Special and/or emergency meetings may be held upon call of any member of the commission. Special meetings require twenty-four (24) hours advance notice to each member of the city commission and to the public. Emergency meetings require, when practicable, twelve (12) hours notice to each member of the city commission and to the public and shall be called only to consider a public emergency affecting life, health, property or the public peace. Notice to the public consists of posting notice at some designated, conspicuous place in front of City Hall. A proposed agenda for all meetings shall also be posted in this same

location as soon as practicable before each meeting, but in any event not later than twenty-four (24) hours for each regular and special meeting. Failure to list a specific item on an agenda shall not affect the validity of any act of the city commission. In the event any regular, special or emergency meeting is to be adjourned to reconvene at a later time, the date, time and place of reconvening shall be announced prior to such adjournment.

- (b) *Rules.* The commission shall determine its own rules and order of business. Minutes shall be kept of all commission proceedings.
- (c) *Voting.* Voting on ordinances and resolutions shall be by roll call vote of the commissioners and the mayor and shall be recorded in the minutes. The affirmative vote of at least three (3) members of the city commission who are present at the meeting, either in person or through the use of video-conferencing, shall be necessary to adopt any ordinance or resolution. The affirmative vote of at least four (4) members of the city commission shall be required for the approval of the following matters: (i) approval of a comprehensive plan amendment, land development code amendment or rezoning that increases the maximum allowed residential units per acre (density) or floor area ratio (intensity) by more than twenty-five percent from the existing maximum allowed residential units per acre or floor area ratio; in evaluating floor area ratio increases for the purposes of this provision, parking garage square footage is included. The use of video-conferencing by an individual member of the city commission shall be limited to not more than three (3) times per calendar year and shall be subject to approval pursuant to and governed by rules and procedures adopted by the city commission. No other action of the commission except as provided in Sections 2.07 and in 2.08(d) shall be valid or binding unless adopted by the affirmative vote of at least a majority of a quorum present.
- (d) *Quorum.* At least three (3) members ~~majority~~ of the commission must be physically present to constitute a quorum; but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the commission.

Sec. 2.11. - Ordinances in general.

As used in this section, "ordinance" means an official legislative action of the commission, which action is a regulation of a general and permanent nature and enforceable as a local law.

- (a) *Procedures for adoption.* Ordinances shall be adopted in accordance with the procedures and notice requirements provided by general law, provided further that a proposed ordinance shall be adopted when it has been read, by title or in full, and has received the affirmative vote of at least three members ~~a majority~~ of the city commission on at least two (2) separate days at either regular or special meetings of the commission. If there is a change in substance in the text, then the reading at the time of change will be deemed the first reading.
- (b) *Action requiring an ordinance.* In addition to other acts required by law or by specific provision of this Charter to be done by ordinance, those acts of the city commission shall be by ordinance which:
 - (1) Adopt or amend an administrative code or establish or abolish any city department or agency;
 - (2) Establish a rule or regulation the violation of which carries a penalty;
 - (3) Levy taxes authorized by general law;
 - (4) Grant, renew or extend a franchise;
 - (5) Set service or user charge for municipal services or grant administrative authority for such charges;

- (6) Authorize the borrowing of money not inconsistent with the limitations in the Constitution, the general laws of the state, and the provisions of this Charter;
- (7) Convey or lease or authorize by administrative action the conveyance or lease of any lands of the city;
- (8) Amend or repeal any ordinance previously adopted, except as otherwise provided in Article V;
- (9) Establish zoning.

Section 9. Amendment #4 Ballot Question. The ballot title and summary for the City Charter amendment(s) described in Section 8 of this Ordinance shall be as set forth below, and shall be followed by the words “yes” and “no”:

**Question #4:
Require Supermajority Vote for Density/Intensity Increases**

Shall Sections 2.08 and 2.11 of the Winter Park City Charter be amended to require at least four of five members of the city commission to vote in favor of approval of a comprehensive plan amendment, land development code amendment or rezoning that increases the maximum allowed residential units per acre (density) or floor area ratio (intensity) by more than twenty-five percent from the existing maximum allowed density or intensity of use?

Yes _____

No _____

Section 10. Charter Amendment #5. The City hereby proposes the amendment(s) to the City Charter described below, which amendment(s) shall be submitted to the qualified electors of the City of Winter Park (words that are ~~stricken out~~ are deletions; words that are underlined are additions; provisions and sentences not included are not being amended; stars *** indicate separations between sections and do not represent Charter amendments):

Sec. 2.08. - Procedure.

- (a) *Meetings.* The commission shall meet regularly at least once every month at such time and public place as the commission may prescribe by rule. Special and/or emergency meetings may be held upon call of any member of the commission. Special meetings require twenty-four (24) hours advance notice to each member of the city commission and to the public. Emergency meetings require, when practicable, twelve (12) hours notice to each member of the city commission and to the public and shall be called only to consider a public emergency affecting life, health, property or the public peace. Notice to the public consists of posting notice at some designated, conspicuous place in front of City Hall. A proposed agenda for all meetings shall also be posted in this same location as soon as practicable before each meeting, but in any event not later than twenty-four (24) hours for each regular and special meeting. Failure to list a specific item on an agenda shall

not affect the validity of any act of the city commission. In the event any regular, special or emergency meeting is to be adjourned to reconvene at a later time, the date, time and place of reconvening shall be announced prior to such adjournment.

- (b) *Rules.* The commission shall determine its own rules and order of business. Minutes shall be kept of all commission proceedings.
- (c) *Voting.* Voting on ordinances and resolutions shall be by roll call vote of the commissioners and the mayor and shall be recorded in the minutes. The affirmative vote of at least three (3) members of the city commission who are present at the meeting, either in person or through the use of video-conferencing, shall be necessary to adopt any ordinance or resolution. The affirmative vote of at least four (4) members of the city commission shall be required for the approval of the following matters: (i) approving a development order authorizing development within "wetlands" as defined by Florida Statutes or the Florida Administrative Code. The use of video-conferencing by an individual member of the city commission shall be limited to not more than three (3) times per calendar year and shall be subject to approval pursuant to and governed by rules and procedures adopted by the city commission. No other action of the commission except as provided in Sections 2.07 and in 2.08(d) shall be valid or binding unless adopted by the affirmative vote of at least a majority of a quorum present.
- (d) *Quorum.* At least three (3) members majority of the commission must be physically present to constitute a quorum; but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the commission.

Sec. 2.11. - Ordinances in general.

As used in this section, "ordinance" means an official legislative action of the commission, which action is a regulation of a general and permanent nature and enforceable as a local law.

- (a) *Procedures for adoption.* Ordinances shall be adopted in accordance with the procedures and notice requirements provided by general law, provided further that a proposed ordinance shall be adopted when it has been read, by title or in full, and has received the affirmative vote of at least three members ~~a majority~~ of the city commission on at least two (2) separate days at either regular or special meetings of the commission. If there is a change in substance in the text, then the reading at the time of change will be deemed the first reading.
- (b) *Action requiring an ordinance.* In addition to other acts required by law or by specific provision of this Charter to be done by ordinance, those acts of the city commission shall be by ordinance which:
 - (1) Adopt or amend an administrative code or establish or abolish any city department or agency;
 - (2) Establish a rule or regulation the violation of which carries a penalty;
 - (3) Levy taxes authorized by general law;
 - (4) Grant, renew or extend a franchise;
 - (5) Set service or user charge for municipal services or grant administrative authority for such charges;
 - (6) Authorize the borrowing of money not inconsistent with the limitations in the Constitution, the general laws of the state, and the provisions of this Charter;
 - (7) Convey or lease or authorize by administrative action the conveyance or lease of any lands of the city;

- (8) Amend or repeal any ordinance previously adopted, except as otherwise provided in Article V;
- (9) Establish zoning.

Section 11. Amendment #5 Ballot Question. The ballot title and summary for the City Charter amendment(s) described in Section 10 of this Ordinance shall be as set forth below, and shall be followed by the words “yes” and “no”:

**Question #5:
Require Supermajority Vote to Approve Development in Wetlands**

Shall Sections 2.08 and 2.11 of the Winter Park City Charter be amended to require at least four of five members of the city commission to vote in favor of development orders authorizing development within wetlands?

Yes _____

No _____

Section 12. Charter Amendment #6. The City hereby proposes the amendment(s) to the City Charter described below, which amendment(s) shall be submitted to the qualified electors of the City of Winter Park (words that are ~~stricken out~~ are deletions; words that are underlined are additions; stars *** indicate separations between sections and do not represent Charter amendments):

Sec. 2.11. - Ordinances in general.

As used in this section, "ordinance" means an official legislative action of the commission, which action is a regulation of a general and permanent nature and enforceable as a local law.

- (a) *Procedures for adoption.* Ordinances shall be adopted in accordance with the procedures and notice requirements provided by general law, provided further that a proposed ordinance shall be adopted when it has been read, by title or in full, and has received the affirmative vote of a majority of the city commission on at least two (2) separate days at either regular or special meetings of the commission. If there is a substantive or material change in the ordinance during the city commission's adoption process ~~substance in the text, then the reading at the time of change will be deemed the first reading~~ the city commission will conduct at least one reading and public hearing of the ordinance after such change is made. Further, if during the city commission's adoption process for an ordinance amending the comprehensive plan or the zoning of property there is a change made in the ordinance that results in an increase in the maximum allowed residential units per acre (density) or maximum allowed floor area ratio (intensity) for uses, or in a change to the permitted uses, prior to adoption the city commission will conduct at least one reading and public hearing of the ordinance after such change is made.
- (b) *Action requiring an ordinance.* In addition to other acts required by law or by specific provision of this Charter to be done by ordinance, those acts of the city commission shall be by ordinance which:

- (1) Adopt or amend an administrative code or establish or abolish any city department or agency;
- (2) Establish a rule or regulation the violation of which carries a penalty;
- (3) Levy taxes authorized by general law;
- (4) Grant, renew or extend a franchise;
- (5) Set service or user charge for municipal services or grant administrative authority for such charges;
- (6) Authorize the borrowing of money not inconsistent with the limitations in the Constitution, the general laws of the state, and the provisions of this Charter;
- (7) Convey or lease or authorize by administrative action the conveyance or lease of any lands of the city;
- (8) Amend or repeal any ordinance previously adopted, except as otherwise provided in Article V;
- (9) Establish zoning.

Section 13. Amendment #6 Ballot Question. The ballot title and summary for the City Charter amendment(s) described in Section 12 of this Ordinance shall be as set forth below, and shall be followed by the words “yes” and “no”:

**Question #6:
Ordinance Changes During Adoption Process**

Shall Section 2.11 of the Winter Park City Charter be amended to require an additional public meeting and reading of a proposed ordinance before its adoption if during the adoption process either (i) a substantive or material change is made, or (ii) a change is made to a proposed zoning or comprehensive plan amendment ordinance resulting in an increase in the maximum allowed density or intensity of uses or a change to the permitted uses?

Yes _____

No _____

Section 14. Referendum. The forgoing proposed amendments to the Charter of the City of Winter Park and their accompanying ballot questions shall be individually placed on the City ballot and submitted to the qualified electors of the City of Winter Park at the election held on **March 8, 2022**. The qualified voters shall have an opportunity to vote on the proposed amendments to the Charter. The City Clerk is hereby authorized and directed to advertise the referendum election authorized herein in accordance with the applicable provisions of the City Charter, City Code, Florida Statutes, Florida Administrative Code, and federal law. In the event it becomes necessary, as determined by the City Commission, to make modifications to any ballot question, ballot summary or to remove a proposed

charter amendment from the ballot contained herein after adoption of this Ordinance, the City Commission may make such modification by resolution. In the event it becomes necessary, as determined by the City Commission, to reschedule the referendum on the proposed amendments to the City Charter set forth herein, the City Commission may make such modification by resolution.

Section 15. Codification & Corrections. Any City Charter amendment provided for in this Ordinance, which receives affirmative votes from the majority of the votes cast shall be incorporated into the City Charter of the City of Winter Park. Any section, paragraph number, cross references, letter and/or any heading, may be changed or modified in the existing Charter and the charter amendments proposed herein adopted as necessary to effectuate the foregoing, including for consistency with other charter amendments adopted. There is overlap in the charter amendments proposed by Sections 2 through 11. Voter rejection of one or more charter amendments proposed by Sections 2 through 11 of the Ordinance does not negate other the charter amendments that are approved by the voters within these sections; the City Clerk is given liberal authority to renumber the subsections and make other typographical corrections as needed to consolidate and codify all voter approved provisions. Grammatical, typographical and similar like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance or the City Charter may be freely made.

Section 16. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 17. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other Ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

Section 18. Directions to City Staff. City Staff under the direction of the City Manager are directed and authorized to take such actions as are necessary and advisable to effect and carry out this Ordinance and the City Charter amendments and referendum provided for herein. If the City Charter is amended, a copy of the revised City Charter shall be filed with the Department of State in accordance with Section 166.031(2), Florida Statutes.

Section 19. Effective Dates. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida. Any City Charter amendment provided for herein shall become effective immediately upon approval by the certified voters of the City of Winter Park and certification by the Orange County Supervisor of Elections or other appropriate officer or entity.

First Reading held on September 22, 2021

Second Reading held on _____, 2021

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2021.

Mayor Phil Anderson

ATTEST:

Rene Cranis, City Clerk

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City Commission **agenda item**

item type Public Hearings	meeting date October 13, 2021
prepared by Wes Hamil	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal stewardship and accountability	

subject

Ordinance approving amendment to Line of Credit with Truist for Electric (2nd Reading)

motion / recommendation

Approve amendment to line of credit agreement

background

The City has had a line of credit for Electric since the utility was purchased from Progress Energy Florida in 2005. The reason for the line of credit is the lack of liquidity in the Electric Fund since it was a start up operation. The line of credit began at \$6,000,000 and is now \$8,000,000. The Electric Fund has continued to have a low level of cash in the Electric Fund as large portions (over 10%) of operating revenues are invested in the undergrounding effort each year. The City has never drawn on the line of credit and has no intention of drawing on it in the future. It is there to reassure the credit rating agencies (Fitch Ratings and Moody's Investor Services) the City has a source available to pay obligations of the electric utility. The cost of maintaining the line of credit is \$20,000 per year.

This amendment replaces the LIBOR Rate with the SOFR Rate as the standard rate of interest the City would pay on any draws on the line of credit. The LIBOR rate is being phased out at the end of 2021 and a new reference rate must be established. It is not anticipated this change will have any impact on the City as staff does not anticipate ever drawing on the line of credit.

The Electric Fund had unrestricted cash of \$2,141,253 at July 31, 2021 and the FY 2022 budget anticipates increasing cash by a little over \$1,000,000. Once the fund has unrestricted cash of \$4,000,000 plus, consideration could be given to discontinuing the line of credit.

alternatives / other considerations

Discontinue or reduce the line of credit with Truist. This may have a negative impact on

the City's bond ratings. The electric credit is currently A+ with Fitch Ratings and A1 with Moody's Investor Services.

fiscal impact

Continues annual cost of \$20,000 to maintain the line of credit.

ATTACHMENTS:

[Ordinance Approving Amendment to Line of Credit 09-16-2021.pdf](#)

ATTACHMENTS:

[2021 - Allonge- Truist - Winter Park Amendment 2021\(150640734.1\) \(003\).pdf](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA AUTHORIZING AN ALLONGE TO THE EXISTING COMMERCIAL NOTE AUTHORIZED BY ORDINANCE NO. 3077-17 IN A PRINCIPAL AMOUNT NOT TO BE OUTSTANDING THEREUNDER AT ANY ONE TIME TO EXCEED \$8,000,000 WITH TRUIST BANK OR AN AFFILIATE THEREOF TO FINANCE WORKING CAPITAL NEEDS OF THE CITY'S ELECTRIC UTILITY SYSTEM AND TO PAY THE COSTS OF SUCH LINE OF CREDIT; DELEGATING TO THE MAYOR OR CITY MANAGER THE AUTHORITY TO EXECUTE AND DELIVER THE ALLONGE TO THE COMMERCIAL NOTE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City adopted Ordinance No. 3077-17 authorizing a revolving line of credit and commercial note with Suntrust Bank (now known as Truist Bank after merger with BB&T Bank) and such was entered into on May 9, 2017; and

WHEREAS, in order to keep the line of credit active, Truist Bank ("Lender") has requested that the City execute an Allonge to Commercial Note (the "Allonge"), including a replacement Addendum A to Commercial Note (the "Addendum") to address the elimination of the LIBOR Rate as the standard for setting interest under the line of credit and commercial note and replace such with a new interest rate index and a new maturity date as more specifically set forth in Allonge attached hereto as Exhibit "1".

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA (the "Issuer") that:

Section 1. Authority for this Ordinance. This Ordinance is adopted pursuant to the provisions of Chapter 166, Part 1, Florida Statutes; Article VIII, Section 2, Constitution of the State of Florida and the City Charter; and other applicable provisions of law (collectively, the "Act").

Section 2. Addendum Authorization. The City Commission hereby authorizes the execution and delivery of the Allonge, including the Addendum, attached hereto as Exhibit "1". The Mayor or City Manager are authorized to execute and deliver to Lender such Allonge and the Addendum on behalf of the City.

Section 3. Severability. If any provision of this Ordinance shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

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

Passed and duly adopted in public session of the City Commission of the City of Winter Park, Florida on the ____ day of _____, 2021.

CITY OF WINTER PARK, FLORIDA

ATTESTED:

By: _____
Phil Anderson, Mayor

By: _____
Rene Cranis, City Clerk

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Exhibit "1"

**ALLONGE TO COMMERCIAL NOTE
OF THE CITY OF WINTER PARK, FLORIDA**

THIS ALLONGE TO COMMERCIAL NOTE OF THE CITY OF WINTER PARK, FLORIDA (this "Allonge") dated _____, 2021 (the "Effective Date"), is made by the City of Winter Park, Florida (the "Borrower"), a home rule city existing under the laws of the State of Florida, to and for the benefit of Truist Bank, a North Carolina banking corporation, as successor by merger to SunTrust Bank (the "Bank"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the hereinafter defined Note.

WITNESSETH:

WHEREAS, the Borrower previously issued its up to \$8,000,000 Commercial Note (the "Note") pursuant to an Ordinance enacted by the City Commission of Borrower on May 8, 2017 (the "Original Ordinance") and an Agreement to Commercial Note dated May 9, 2017 (the "Agreement") by and between the Borrower and the Bank; and

WHEREAS, the Borrower is executing and delivering this Allonge in order to extend the maturity date of the Note and make certain modifications to the interest rate on the Note.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Borrower ratifies the Note and agrees as follows:

1. This Allonge is to be physically attached to the Note and is incorporated into and forms a part of the Note.

2. From and after the Effective Date, "Maturity Date" means September 29, 2022, or such date to which this Note may be extended or renewed in the sole discretion of Truist Bank by written notice from Truist Bank to Borrower.

3. From and after the Effective Date, the section titled "Interest" in the Note shall be amended and restated in its entirety with the following:

Interest will accrue on an actual/360 day basis (calculated on the basis of a 360 day year based on actual days elapsed). Interest shall accrue from the date of disbursement of the unpaid balance and shall continue to accrue until this Note is paid in full.

Subject to the above, interest per annum payable on this Note (the "Rate") shall be:

Variable: This a variable rate transaction. The interest is prospectively subject to increase or decrease without prior notice and is based on the Index (as defined in Addendum A hereto).

The Rate shall equal the greater of (i) the Index plus 2% per annum or (ii) 3.00% per annum.

Adjustments to the Rate shall be effective as of the date referenced on the attached Addendum A.

4. From and after the Effective Date, Addendum A to the Note is replaced in its entirety by Addendum A attached hereto.

5. Except as amended hereby, the Note remains in full force and effect and shall be binding upon Borrower.

6. This Allonge shall be construed, and the obligations, rights and remedies of the parties hereunder shall be determined, in accordance with the laws of the State of Florida without regard to conflicts of laws or principles, except to the extent that the laws of the United States of America may prevail.

7. All references to the term "Note" in the Note, the Agreement and any other documents related to the Note shall mean the Note as amended by this Allonge.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the City of Winter Park, Florida has caused this Allonge to be executed in its name by the manual signature of its Mayor and attested by the manual signature of its Clerk, all as of this ____ day of _____, 2021.

CITY OF WINTER PARK, FLORIDA

ATTEST:

By: _____
Mayor

By: _____
Clerk

Addendum A to Note 30 Day Average SOFR in Advance

The terms of this Addendum are hereby incorporated into the Note and in the event of any conflict between the terms of the Note and the terms of this Addendum, the terms of this Addendum shall control.

1. **Definitions.** As used in this Addendum, the following terms shall have the meanings set forth below:

"Adjusted SOFR Rate" means the variable annual interest rate calculated for each Interest Period equal to the sum obtained by adding (i) the Index for said Interest Period (truncated at the 5th decimal place if necessary) plus (ii) the margin provided for in the Note. For the avoidance of doubt, the term "margin" shall mean the difference between the Rate (as defined in the Note) minus the Index (as defined in the Note).

"Bank" shall mean Truist Bank and its successors and assigns.

"Borrower" shall mean the City of Winter Park, Florida referred to in the attached note dated May 9, 2017, as amended by that certain Allonge dated _____, 2021 ("Note").

"Business Day" means a day other than a Saturday, Sunday, legal holiday or any other day when Bank is authorized or required by applicable law to be closed.

"Determination Date" means that date that is five (5) Business Days prior to the commencement of the Interest Period; provided, however, that if the Interest Period does not commence on a Business Day, then that date that is five (5) Business Days prior to the Business Day immediately preceding the first day of the Interest Period.

"Index" means, for any Interest Period, the 30 Day Average rate published on the Determination Date by the SOFR Administrator on the SOFR Administrator's Website as quoted by Bloomberg Finance L.P., or any quoting service or commonly available source utilized by Bank on the Determination Date; provided that if the Index would be less than zero percent (0%), then the Index shall be deemed to be zero percent (0%).

"Interest Period" means a one month period commencing the first numeric calendar day of each month, provided that (i) the initial Interest Period shall commence on the initial funding date of the loan evidenced by the Note and may be shorter than one month and (ii) no Interest Period shall operate to extend the date on which any amount owed under the Note is due and payable.

"Prime Rate" means, for any day, a rate per annum equal to Bank's announced Prime Rate, and shall change effective on the date any change in Bank's Prime Rate is publicly announced as being effective; provided however, if the Note is governed by Subtitles 9 or 10 of Title 12 of the Commercial Law Article of the Annotated Code of Maryland, "Prime Rate" shall mean the Wall Street Journal Prime Rate, which is the Prime Rate published in the "Money Rates" section of the Wall Street Journal from time to time, and shall change effective on the date any change in such rate is reported; further provided if either rate referenced in this paragraph is at any time less than zero percent (0%), then such rate shall be deemed to be zero percent (0%).

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

2. **Interest.** Except as provided in this Addendum, the Borrower shall pay interest upon the unpaid principal balance of the Note at the Adjusted SOFR Rate, subject to any interest rate floor or interest rate ceiling contained in the Note. Interest shall be due and payable as provided in the Note and shall be calculated as described in the Note. The interest rate shall remain fixed during each Interest Period based upon the Adjusted SOFR Rate established pursuant to this Addendum on the applicable Determination Date.

3. **Inability to Determine Index.** In the event Bank determines in its sole discretion that (i) Bank cannot make, fund, or maintain a loan based upon the Index, for any reason, including without limitation illegality or the inability to

ascertain or determine said rate on the basis provided for herein, and for any length of time (whether by virtue of a temporary unavailability or the cessation of the rate) or (ii) the Index does not accurately reflect Bank's cost of funds, then Bank will have no obligation to make, fund or maintain a loan based on the Index. Upon the date of such determination, the interest rate shall convert to the Prime Rate, subject to any interest rate floor or interest rate ceiling contained in the Note, and shall be the governing interest rate for any fundings or advances requested by Borrower and for any outstanding balance and, thereafter, the interest rate on the Note shall adjust simultaneously with any fluctuation in the Prime Rate. Bank shall provide notice of any action taken pursuant to the terms of this Section in a commercially reasonable time and manner.

In the event Bank determines that the circumstances giving rise to the application by Bank of this Section have ended, the interest rate will revert to the then-current Adjusted SOFR Rate, and Bank shall provide notice to the Borrower in a commercially reasonable time and manner.

4. Additional Costs. In the event that any applicable law or regulation, guideline or order or the interpretation or administration thereof by any governmental or regulatory authority charged with the interpretation or administration thereof (whether or not having the force of law) (i) shall change the basis of taxation of payments to Bank of any amounts payable by the Borrower hereunder (other than taxes imposed on the overall net income of Bank) or (ii) shall impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by Bank, or (iii) shall impose any other condition with respect to the loan evidenced by the Note, and the result of any of the foregoing is to increase the cost to Bank of making or maintaining the loan evidenced by the Note or to reduce any amount receivable by Bank under the loan evidenced by the Note, and Bank determines that such increased costs or reduction in amount receivable was attributable to the Index used to establish the interest rate hereunder, then the Borrower shall from time to time, upon demand by Bank, pay to Bank additional amounts sufficient to compensate Bank for such increased costs (the "Additional Costs"). A detailed statement as to the amount of such Additional Costs, prepared in good faith and submitted to the Borrower by Bank, shall be conclusive and binding in the absence of manifest error.

By signing below, the Borrower agrees to the terms of this Addendum A to Note.

CITY OF WINTER PARK, FLORIDA

ATTEST:

By: _____
Mayor

By: _____
Clerk

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