



City Commission Regular Meeting

Agenda

June 26, 2024 @ 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

welcome

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

assistance & appeals

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

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

please note

Times are projected and subject to change.

1. Meeting Called to Order**2. Invocation - Reverend Alison Harrity, St. Richards Episcopal Church****3. Pledge of Allegiance****4. Approval of Agenda****5. Mayor's Report**

- a. Proclamation for Kiwanis Club of Greater Orlando / Winter Park 10 minutes
- b. Proclamation for Lakes Appreciation Month 5 minutes

6. City Manager's Report

- a. Confirmation of Electric Utility Director 1 minute

7. City Attorney's Report**8. Non-Action Items**

- a. Board Appointments: Mayor DeCiccio 1 minute

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

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

10. Consent Agenda

- a. Approve the minutes of the regular meeting, June 12, 2024 1 minute
- b. Approve the following formal solicitations: 1 minute
 - 1. Don Bell Signs, LLC - RFP16-24 - Park Avenue Gateway Arch Signs
- c. Approve the following piggyback contracts: 1 minute
 - 1. Kompan, Inc. - OMNIA Partners Contract #2017001135 - Playground and Outdoor Fitness Equipment - Renewal; for services on an as-needed basis during the term of the agreement through June 30, 2026; Amount: \$100,000
 - 2. Konica Minolta Business Solutions USA, Inc. - NASPO Contract #187962 - Multi-Function Devices and Related Software, Services, and Cloud Subscriptions; for services on an as-needed basis during the term of the agreement through July 31, 2029; Amount: \$200,000

3. Thompson Well & Pump, Inc. - Volusia County Contract #21-SQ-21SR - Well Field Services - Renewal; for services on an as-needed basis during the term of the agreement through April 23, 2026; Amount: \$100,000
- d. Approve the following contracts: 1 minute
 1. RFQ7-22 - Patel, Greene & Associates, LLC - Transportation Planning & Engineering Services - Amendment 3; for services on an as-needed basis during the term of the agreement through July 7, 2025; Amount: \$500,000
 2. RFP15-19 - HDD of Florida - Underground Conduit/Pipe Installation Services; for services on an as-needed basis during the term of the agreement through September 30, 2024; Amount: \$2,000,000
- e. Approve the following purchase: 1 minute
 1. OpenGov - Budget Solutions SaaS; Amount: \$60,000 for FY24, \$75,000 for FY25
- f. Forward Funding of \$200k for Habitat to Humanity for Affordable Housing Lot Purchase 1 minute

11. Action Items Requiring Discussion

- a. Board Appointments: 5 minutes
 - Winter Park Firefighters' Pension Board (2)
 - Winter Park Police Officers' Pension Board (1)
 - Civil Service Board (1)
- b. Stormwater Rate Assessment for FY25 15 minutes
- c. Confirmation of continued SunRail participation. 5 minutes
- d. Community Rating System (CRS) Program - Research and Consideration of Enrollment 30 Minutes

12. Public Hearings: Quasi-Judicial Matters

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

- a. Request of Verax Lakemont, LLC for: Conditional Use approval to construct a two-story, 17,626-square foot medical office building on the vacant 1.213 acres of properties at the northwest corner of Aloma and Lakemont Avenue including the properties listed as 1851/1861/1871 Aloma Avenue and 443/453 N. Lakemont Avenue, zoned Office (O-2) and Parking Lot (PL) districts. 20 minutes

13. Public Hearings: Non Quasi-Judicial Matters

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

- | | | |
|----|---|------------|
| a. | Ordinance: Authorizing lease agreement for 460 East New England Avenue (old library site) (1st reading) | 30 minutes |
| b. | Resolution 2287-24 -designating the property at 1259 Essex Road to the Winter Park Register of Historic Places. | 10 minutes |
| c. | Request of the City of Winter Park for an Ordinance establishing Chapter 58, "Land Development Code", Article III, "Zoning", Section 58-97 "Community Engagement". (1st Reading) | 10 minutes |
| d. | Request of City of Winter Park for: <ul style="list-style-type: none">• An Ordinance amending Chapter 58, "Land Development Code", Article I "Comprehensive Plan" Future Land Use Map so as to change the Future Land Use designation of Office to Institutional Future Land Use on the city-owned property located at 655 N. Wymore Road. (1st Reading)• An Ordinance amending Chapter 58, "Land Development Code", Article III, "Zoning" and the official Zoning Map so as to change from Office (O-1) Zoning to Public, Quasi-Public (PQP) Zoning on the city-owned property at 655 N. Wymore Road. (1st Reading) | 5 minutes |
| e. | Request of City of Winter Park for: <ul style="list-style-type: none">• An Ordinance amending Chapter 58, "Land Development Code", Article I "Comprehensive Plan" Future Land Use Map so as to change the Future Land Use designation of Office to Institutional Future Land Use on the city-owned property located at 1401 Howell Branch Road. (1st Reading)• An Ordinance amending Chapter 58, "Land Development Code", Article III, "Zoning" and the official Zoning Map so as to change from Office (O-1) Zoning to Public, Quasi-Public (PQP) Zoning on the city-owned property at 1401 Howell Branch Road. (1st Reading) | 5 minutes |

14. City Commission Reports**15. Summary of Meeting Actions****16. Adjournment**



City Commission

agenda item 5.a

item type

Mayor's Report

meeting date

June 26, 2024

prepared by

Craig O'Neil, Assistant Director of Communications

approved by

Randy Knight, City Manager

subject

Proclamation for Kiwanis Club of Greater Orlando / Winter Park

motion | recommendation**background****alternatives | other considerations****fiscal impact**

N/A

attachments

None



City Commission

agenda item 5.b

item type

Mayor's Report

meeting date

June 26, 2024

prepared by

Victoria Tabor, Administrative Coordinator II

approved by

Randy Knight, City Manager

subject

Proclamation for Lakes Appreciation Month

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

None

**item type**

City Manager's Report

meeting date

June 26, 2024

prepared by

Michelle del Valle, Assistant City Manager

approved by

Randy Knight, City Manager

subject

Confirmation of Electric Utility Director

motion | recommendation

Confirm Jamie J. England as Electric Utility Director

background

Section 4.05 of the City Charter calls for the City Manager to appoint department heads and the city clerk subject to confirmation by the City Commission.

The City Manager is recommending Jamie J. England for confirmation to the position of Electric Utility Director. Mr. England is currently the Director of Area Operations for Duke Energy, where he has served in that role since 2004. He has more than three decades' experience in the electric utility industry. Mr. England has a Bachelor of Science in Business Management from the University of Massachusetts.

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

1. Jamie England Resume

Jamie J. England

Objective:

To obtain a position that adds substantial value to the organization, promote personal growth and diversity.

Duke Energy Employment; 2004 – Current

1. Director Area Operations
 - Responsible for the safe execution and financial prudence of Distribution Operation Center activities. These operational activities include engineering design, line construction, first response, restoration, and contractor oversight.
2. Distribution Engineering Manager
 - Responsible for engineering/design teams (South Central Zone).
3. Distribution Operations Supervisor
 - Supervising line construction, first responders and meter technicians.
4. Distribution Line Technician/Trouble Technician

Previous positions held outside Duke Energy:

1989-2004 Nstar Electric Company,

Electric Operations Supervisor 1999 - 2004

This position is multifaceted with responsibilities including work planning and coordination, scheduling, execution of fieldwork activities (e.g., substations, underground and overhead), maintaining performance Metrix, coaching, mentoring and various administrative duties. The core function of this position is to create and maintain a safe working environment amongst a diverse multi-skilled work force collectively executing complex tasks.

Troubleman 1997 to 1999

Working independently, utilizing the skills and knowledge that are necessary in the decision-making process. As the first responder to a variety of systematic problems the core responsibility is to restore key infrastructure in the restoration effort and provide communication to supportive systems keeping the customer informed.

Lineman (Transmission & Distribution) 1990 to 1997

The primary function is to construct, maintain, or restore electric service to customers in a safe efficient manner. These duties included aspects of transmission and distribution electric lines with equipment comprising of overhead and underground assets.

Power Plant Operator (Third Class Engineer) 1989 to 1990

The position's principal objective was the safe operation of power plant boilers, turbine generators, coolant systems and related equipment in accordance with Massachusetts State law governing power production.

1988 to 1989 Semass Power Plant,

Power Plant Attendant/Operator

As one of the original members of the power plant inaugurate crew, our duties were to initiate generation by maintaining supportive equipment to the boilers and turbine generators while under construction.

1986 to 1988 Acushnet Company, (Titleist Golf Ball)

Boiler Room Fireman/Operator

This position held the responsibility of maintaining the efficient operation of all support equipment that is used in the process of manufacturing (Boilers, Chillers, and hydraulic systems).

Education and Certifications.

1. University of Massachusetts, Dartmouth (Bachelor of Science, Business Management)
2. Massachusetts Peterson School of Steam Engineering Boston, (Third Class Engineer, 1990)
3. CDL Class A driver's license

**item type**

Non-Action Items

meeting date

June 26, 2024

prepared by

Rene Cranis, City Clerk

approved by

Rene Cranis, City Clerk

subject

Board Appointments: Mayor DeCiccio

motion | recommendation**background**

The following appointments will be reported:

Mayor DeCiccio:

- Appointment of Vashon Sarkisian to Design Guidelines Ad Hoc Committee.
- Reappointment of Michael Clary to Board of Adjustments.

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

None



City Commission

agenda item 10.a

item type

Consent Agenda

meeting date

June 26, 2024

prepared by

Rene Cranis, City Clerk

approved by

Randy Knight, City Manager

subject

Approve the minutes of the regular meeting, June 12, 2024

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

1. CC-min-2024-06-12 DRAFT



City Commission Regular Meeting Minutes

June 12, 2024 at 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

Present

Mayor Sheila DeCiccio, Commissioners Marty Sullivan, Craig Russell, Kris Cruzada and Todd Weaver; Assistant City Manager Michelle del Valle; City Attorney Kurt Ardaman and City Clerk Rene Cranis.

1. Meeting Called to Order

Mayor DeCiccio called the meeting to order at 3:30 p.m.

2. Invocation - Pastor Mark Tutschulte, Action Church

3. Pledge of Allegiance

4. Approval of Agenda

Motion made by Commissioner Russell to approve the agenda, seconded by Commissioner Cruzada. The motion carried unanimously by a 5-0 vote.

5. Mayor's Report

- a. Proclamation in honor of Juneteenth 2024

Mayor DeCiccio outlined the weekend events and read a proclamation in honor of Juneteenth. She presented the proclamation to Lawanda Thompson of Equity Council Corp. who spoke about the importance of Juneteenth. She reviewed the weekend events and thanked Parks and Recreation staff and volunteers of Equity Council Corp.

Mayor DeCiccio reported the appointment of Drew Henner to the Public Art Advisory Board.

6. City Manager's Report

- a. Florida Municipal Communicators Association (FMCA) awards presentation

Kelly Gemmer, Florida League of Cities Director of Communications, presented the Communications Department with the Certificate of Excellence in Government Communications, Outstanding Award for Social Media Campaign for its Holiday Greeting Card campaign, and Outstanding Award for Newsletter for the Winter Park Update. Director of Communications Clarissa Howard introduced the Communications staff.

Ms. del Valle advised of the city's joint participation agreement with Habitat for Humanity to provide \$200k annually to acquire buildable lots. Habitat has the opportunity to close on the purchase of the lot at 850 W. New England Avenue next week and is requesting the city advance the funds for FY25. If approved, staff will

advance the funds and, because this was not on the agenda, it will be placed on the next agenda for after-the-fact approval. Approved by consensus.

7. City Attorney's Report

Attorney Ardaman explained financial disclosure requirements for elected officials and the lawsuit challenging the new required Form 6. The court has issued a temporary injunction from filing Form 6. As a result, officials can file Form 1, which was the form previously filed. He responded to questions about filing the appropriate forms and legal authority and effect if the injunction is overturned.

Mr. Ardaman advised that the Orange County Commission will consider in their next meeting a proposed charter amendment regarding annexations. He has determined that if the amendment carves out joint planning for urban service areas, then the city would not likely be subject to rural area annexation issues. The intent is to submit information to the County to consider exempting the city from that amendment. After discussion, consensus was to authorize the city attorney to submit additional details as outlined.

8. Non-Action Items

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

Taken after Item 11c presentations.

10. Consent Agenda

- a. Approve the minutes of the regular meeting, May 22, 2024.
- b. Approve the minutes of the work session, May 23, 2024.
- c. Approve the following piggyback contracts:
 1. Dana Public Safety Supply, Inc. – Seminole County Contract #IFB-603904-20/LNF – Purchase of Lights & Graphics for FD Rolling Stock; for goods on an as-needed basis during the term of the agreement through September 1, 2024; Amount: \$150,000
 2. Stuart C. Irby Co. (Formerly Electric Supply of Tampa) – OUC-KUA Contract #RFP-21-4979-OQ – Wire and Cable – Renewal; for goods on an as-needed basis during the term of the agreement through June 14, 2025, Amount: \$750,000
- d. Approve the following contracts:
 1. RFQ7-22 – Kisinger Campo & Associates Corporation – Transportation Planning & Engineering Services – Amendment 2; for services on an as-needed basis during the term of the agreement through June 15, 2025; Amount: \$500,000

There were no public comments.

Motion made by Commissioner Sullivan to approve the Consent Agenda, seconded by Commissioner Cruzada. . The motion carried unanimously by a 5-0 vote.

11. Action Items Requiring Discussion

- a. Board Appointments:
Winter Park Firefighters' Pension Board (2)

Appointments to the Pension Boards will be made in a future meeting.

Mayor DeCiccio reported the appointment of Drew Henner to the Public Art Advisory Board.

- b. Foreclosure Approval - 1260 Whitesell Drive

Director of Building and Permitting Services Gary Hiatt provided a history of code violations on this property with accumulation of fines over \$95k, demolition of the building and the city's maintenance of the vacant property. The staff is requesting authorization to proceed with foreclosure of the property with the intent of selling the property to recoup fines and costs incurred for maintenance. Attorney Ardaman said the city could attempt to recover costs by attaching and obtaining other properties or assets of owner (estate) of this property. Mr. Ardaman reviewed the process for selling the property and the distribution of proceeds from the sale and recovery of future maintenance and administrative costs.

Motion made by Commissioner Russell to approve the foreclosure, seconded by Commissioner Cruzada. There were no public comments. **The motion carried unanimously by a 5-0 vote.**

- c. Discussion of old Library property reuse

Mayor DeCiccio provided the background of previous requests for proposals issued for the reuse of the library, all of which were rejected. Most recently, Rollins approached her about leasing the building for the Rollins Museum of Art and Commissioner Weaver advised that Blue Bamboo was also interested in leasing the building. She outlined the guidelines for proposals which will be presented by Rollins and Blue Bamboo.

Christopher Cortez, Blue Bamboo Center for the Arts, gave a presentation on their history, programs and small concerts by community groups. He outlined the benefits of a performing arts center for young people, adults and to the downtown district, and the need to add performing arts venues in the city. He reviewed their proposal for use of space and renovations to be completed in two phases within three years and noted other organizations have expressed an interest in leasing space for programs, education and private lessons. He summarized the primary terms of their proposal, funding projections and sources.

Commissioner Weaver said Mr. Rupert Meghnot was interested in submitting a proposal for an entrepreneurial incubator and suggested allowing him to make a presentation.

Jeff Flowers, Performing Arts Matters, asked for supporters of Blue Bamboo to stand.

Alan Ginsburg spoke about the work on Rollins proposal. Dr. Giselle Carbonell, curator at Rollins Museum of Art spoke about the programs of the Museum and the benefits of having a large building to provide education and community learning spaces. Robert Schafer, architect, showed and explained renderings of the exterior of the building. Mr.

Ginsburg noted that sufficient funds have not been raised to build a previously planned and approved new museum. Rollins will raise the annual lease payment to \$300k if it becomes an important issue. He stated they will use the funds raised for the new museum, approximately \$18k, to fund this endeavor, which should be considered in the commission's decision.

A recess was held from 5:05 to 5:11 p.m.

9. PUBLIC COMMENTS

Gigi Papa, 1440 Hibiscus Avenue, expressed her disappointment in the events relating to the jazz concert in honor of Juneteenth.

Eugene Stuccardo, 331 Roswell Avenue, Orlando, Orange County Charter Review Commission member, explained the Orange County charter amendment regarding annexations summarizing that the city will not be affected by it because the city is an urban area, not rural.

Item 11c Old Library reuse (continued)

Members of the commission disclosed the following ex-parte communications:

- Commissioner Sullivan: Rollins representatives Alan Ginsburg and Sam Stark and Blue Bamboo representatives Chris Cortez and Jeff Flowers.
- Commissioner Russell: Chris Cortez, Mr. Ginsburg, Mr. Stark and Director of Programming at Rollins Museum of Art Ena Heller.
- Commissioner Weaver: Mr. Cortez, Mr. Flowers and Mr. Ginsburg, and also Mr. Meghnot regarding his proposal.
- Commissioner Cruzada: Mr. Ginsburg, Mr. Stark and Mr. Cortez.
- Mayor DeCiccio: Mr. Ginsburg and Mr. Stark.

Rupert Meghnot, Orlandopreneur, 899 N. Orange Avenue, spoke about a vision of creating a consortium of start-up entrepreneurial and business service organizations and his organization's goal to create startup businesses.

The following spoke in support of Blue Bamboo citing need for performing arts venue in the city, benefits to downtown district, asset to Rollins music students,

John Reker, 1660 Joeline Court (opposed selling library),

Beth Hall, 516 Sylvan Drive (opposed selling library)

Joseph Ingemi, 1335 Morris Avenue, Orlando

Randolph Sailer, 1401 Celebration Avenue, Celebration

Brent Kubasta, 311 E. Morse Blvd.

Sally Miller, 222 Alexander Place (Rollins could use Lawrence property.)

Gigi Papa, 1440 Hibiscus Avenue (consider parking and traffic)

Eugene Stuccardo, 331 Roswell, Orlando

Theresa Smith Levin, 2325 Chantilly Ave., Executive Director, Central Florida Vocal Arts

Victoria Wells, 905 Lake Lily Drive, Maitland

Brandi Dills, Winter Park City Magazine owner, 3172 Somerset Park, Lake Nona

Katheryn Wolf, 305 Solina, Altamonte Springs

Jack Graham, 4288 Coronado Road

Dell Shadgett, 300 E. Church Street, Orlando
Jim Denison, 1352 Walled Road, Orlando
Charlie Griffin, 958 S. Lakemont Avenue, Executive Director, Central Florida Composers
Edward Myer, 1333 Bridgeport Drive
Peter Schreyer, 2436 Tioga Trail
Jeff Rosen, 527 Genius Drive
Denise Lentz, 1003 Berkdale Trail, Winter Springs
Lilly Donohue, 229 Alexander Place

The following spoke in support of Rollins College citing financial stability, no late night crowds, difficulties and financial ability for Blue Bamboo to fund repairs and maintenance, lower impact to area residents (parking and congestion):

Mai Han Harrington, 871 Mayfield Avenue
Marjorie and Bryan Thomas, 242 Chase Avenue
Damien Madsen, 350 E. Kings Way
Carey Stowe, 300 S. Interlachen Avenue,

Alan Ginsberg, 300 Interlachen Avenue, opposed Blue Bamboo, urging the city to consider neighbors' concerns

Bob McClelland, 444 Jo Al Ca Avenue, spoke about building issues and potential costs and supported the Blue Bamboo but not at this location due to poor building condition.

Jeff Flowers, Chairman of the Board for Blue Bamboo and President of Performing Arts Matters, noted that parking will be reduced with Rollins proposed expansion and Blue Bamboo parking usage will vary at different times. He emphasized the need for a performing arts venue and quality performances in Winter Park.

Sam Stark, Rollins Vice President of Communications and External Relations for Rollins, spoke about the importance of this project to Rollins as it will allow for the expansion of the Museum of Art sooner and frees up the Lawrence Center property for parking for the Alford Inn. He said consideration must be given to the lack of risk in selecting Rollins College proposal and driver of daytime visitors to Winter Park, which is needed.

Commissioner Weaver reviewed the results of his inspection of the library based on his construction inspection experience, including renovations to meet ADA Accessibility Guidelines and Florida building and fire code requirements. He concluded that renovations could be approximately \$175k depending on the use of the building.

Commissioner Cruzada said he feels education and live music brings variety and value to the community. He noted the profitability of Blue Bamboo over the last few years, post-pandemic. He is willing to consider Blue Bamboo, but expressed concern about renovation costs. Mr. Cortez explained repairs and renovations with a projected cost between \$350-\$400k for the first floor. He addressed neighborhood impact, stating the plan for only one show a day which would end by 10 p.m. but they would reconsider the hours if necessary.

Mayor DeCiccio reported on the condition and repair costs for air conditioning/chiller and elevator.

Commissioner Sullivan compared the proposals and impacts. He feels there is a need for a performing arts venue in Winter Park and this location would be convenient for Alford guests and Rollins students. He read a letter in support of Blue Bamboo and a performing arts venue. He feels the value of a performing arts venue exceeds the value of the Rollins Museum of Art.

Commissioner Russell commented on resident comments in support of both proposals. He spoke about the benefits of each proposal and the commission's fiscal responsibility. He feels the ideal scenario is to have both venues.

Mayor DeCiccio expressed her appreciation for the proposals and public input. She spoke about the city's partnership with Winter Park Playhouse to obtain Tourist Development Tax (TDT) funds. She believes Blue Bamboo does not need a building this size and there are other suitable locations. The city could work with Blue Bamboo to find a place in the city. She compared the proposals relating to the impact on the neighborhood, financial position, and long-term maintenance and supported Rollins, but wants to partner with Blue Bamboo for another location.

Commissioner Weaver supported a shorter term as the proposed 40-year lease is similar to selling the property.

Mayor DeCiccio noted the need to discuss how proceeds should be allocated, such as 50% in the CIP and 50% in property acquisitions, whether the property is leased or sold. Commissioners Weaver and Russell opposed the sale.

Commissioner Cruzada asked about TDT grants. Ms. Levin, Director of Central Florida Vocal Arts, explained her understanding of TDT grant opportunities, stating two are available – one for operations/programming and the second for the venue; however, the venue must be owned by the city or county. Discussion followed.

Motion made by Mayor DeCiccio to approve the Rollins proposal and authorize staff to negotiate a lease and bring back at the next meeting for approval. The motion failed for lack of second.

Motion made by Commissioner Russell to direct staff to negotiate a lease with Blue Bamboo and bring back for approval, seconded by Commissioner Cruzada adding assurance that renovations are ADA compliant and to the AC/chiller.

Following comments on the roof, elevator and AC, Ms. del Valle stated that Director of Building and Permitting Services advised that the proper requirements would be that renovations must meet ADA Accessibility Guidelines and all requirements to issue the Certificate of Occupancy. Mr. Hiatt added that the building department enforces Florida Accessibility Code, which requires 20% of the cost to be dedicated to handicap upgrades and the tenant to remove architectural barriers. He noted that staff will meet with the design team to provide guidance to meet appropriate codes.

Commissioner Cruzada suggested an amendment giving direction to staff to focus on accessibility guideline expenses, chiller and AC units.

In response to Commissioner Russell, Mr. Ardaman said his motion and Commissioner Cruzada's motion, would be sufficient to direct staff to negotiate lease, but the term of the lease and renewals should be part of the negotiations. Staff would then work with Blue Bamboo to bring back a final lease. Ms. del Valle said an ordinance is required to approve a lease, so amendments could be made at first reading before moving to second reading. She noted that this would have to be accomplished quickly if the lease term is intended to begin in August.

Commissioner Russell accepted Commissioner Cruzada's amendment and commission consensus for a 20-year lease with extensions. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Weaver voted yes. Mayor DeCiccio voted no. The motion carried by a 4-1 vote.

12. Public Hearings: Quasi-Judicial Matters

a. Request of Verax Florida, LLC:

- ORDINANCE 3293-24 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 0.46 ACRES OF REAL PROPERTY LOCATED AT 1820 AND 1824 KAROLINA AVENUE, AS MORE SPECIFICALLY DESCRIBED HEREIN, INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF WINTER PARK; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY OF WINTER PARK JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (2nd reading)
- ORDINANCE 3298-24 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I, "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO ESTABLISH PARKING LOT FUTURE LAND USE ON THE ANNEXED PROPERTY AT 1820 AND 1824 KAROLINA AVENUE AND TO INDICATE THE ANNEXATION ON THE OTHER MAPS WITHIN THE COMPREHENSIVE PLAN, AND AMEND THE FUTURE LAND USE ON THE SOUTHEASTERN 1,000 SQUARE-FEET OF 1800 KAROLINA AVENUE FROM PARKING LOT TO COMMERCIAL, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (2nd reading)
- ORDINANCE 3299-24 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO ESTABLISH PARKING LOT (PL) ZONING ON THE ANNEXED PROPERTY AT 1820 AND 1824 KAROLINA AVENUE, AND TO CHANGE THE SOUTHEASTERN 1,000 SQUARE-FEET OF 1800 KAROLINA AVENUE FROM PARKING LOT (PL) ZONING TO COMMERCIAL (C-3) ZONING, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (2nd reading).

Attorney Ardaman read the ordinances by title. A simultaneous public hearing was held. There were no public comments.

Motion made by Commissioner Cruzada to adopt Ordinance 3293-24, seconded by Commissioner Russell. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Weaver and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

Motion made by Commissioner Cruzada to adopt Ordinance 3298-24, seconded by Commissioner Russell. Upon a roll call vote, Commissioners Sullivan, Russell and Cruzada and Mayor DeCiccio voted yes. Commissioner Weaver voted no. The motion carried unanimously by a 4-1 vote.

Motion made by Commissioner Cruzada to adopt Ordinance 3299-24, seconded by Mayor DeCiccio. Upon a roll call vote, Commissioners Sullivan, Russell and Cruzada and Mayor DeCiccio voted yes. Commissioner Weaver voted no. The motion carried unanimously by a 4-1 vote.

- b. Request of Z Properties for:

ORDINANCE 3300-24 -AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE FROM SINGLE FAMILY RESIDENTIAL (R-1AAA) TO SINGLE FAMILY (R-1AA) ZONING ON A PORTION OF THE PROPERTY AT 1290 N. PARK AVENUE, MORE PARTICULARLY DESCRIBED HEREIN (2nd Reading)

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

Motion made by Commissioner Sullivan to adopt Ordinance 3300-24, seconded by Commissioner Russell. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Weaver and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

- c. Request of Z Properties Group, Inc. for Conditional Use approval to redevelop the site at 111 S. Knowles Avenue with a three-story, 11,280-square-foot building on property zoned Commercial (C-2). (2nd Hearing)

There were no public comments.

Motion made by Commissioner Weaver to approve the conditional use with the condition that the proposed tenant and any future tenants of the building comply with the city's noise Ordinance, including no outdoor speakers or live entertainment on the patios, seconded by Commissioner Cruzada. The motion carried unanimously by a 5-0 vote.

13. Public Hearings: Non Quasi-Judicial Matters

- d. RESOLUTION 2286-24- A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, APPROVING THE COORDINATION BETWEEN THE CITY OF WINTER PARK AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING THE IMPLEMENTATION OF A NEW TRAFFIC

SIGNAL AT THE INTERSECTION OF S.R. 426/ALOMA AVENUE AND CORTLAND AVENUE; PROVIDING FOR AN EFFECTIVE DATE.

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

Motion made by Commissioner Weaver to approve Resolution 2286-24, seconded by Mayor DeCiccio. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Weaver and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

14. City Commission Reports

Commissioner Russell –

- Thanked Parks and Recreation for their work on the summer camp .
- Spoke about the educational opportunities of Juneteenth events on Saturday.
- Congratulated the Communications Departments on their awards.

15. Summary of Meeting Actions

- Presented proclamation in recognition of Juneteenth.
- Received presentation of awards to the Communications Department.
Received report from the City Attorney on the temporary injunction on Form 6 filing.
- Received report from Orange County Charter amendment.
- Approved the Consent Agenda.
- Place appointments to Pension Boards on the next agenda.
- Approved foreclosure of 1260 Whitesell Drive.
- Directed staff to negotiate a 20-year lease of old library with Blue Bamboo addressing accessibility guidelines, and repairs to the chiller.
- Adopted ordinances relating to annexation, land use and rezoning of properties on Karolina Avenue.
- Adopted ordinance rezoning property at subdivided portion of 1290 N. Park Avenue.
Approved conditional use for three-story building at 111 S. Knowles.
- Adopted resolution approving coordination with FDOT for new traffic signal at Aloma/Cortland Avenue.

16. Adjournment

The meeting was adjourned at 8:12 p.m.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis



City Commission

agenda item 10.b

item type

Consent Agenda

meeting date

June 26, 2024

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

Approve the following formal solicitations:

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

None



City Commission

agenda item 10.b.1

item type

Consent Agenda

meeting date

June 26, 2024

prepared by

Rebecca Watt, Procurement Agent

approved by

Randy Knight, City Manager

subject

1. Don Bell Signs, LLC - RFP16-24 - Park Avenue Gateway Arch Signs

motion | recommendation

Commission approve item as presented and authorize Mayor to execute.

background

1. A formal solicitation was issued on April 4, 2024, with responses due on May 21, 2024, and we received two (2) proposals. Staff received a presentation from the top-ranked firm and is recommending award and to authorize Procurement to enter into negotiations with the selected vendor.

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in the following budgets:

1. CRA Fund

attachments

None



City Commission

agenda item 10.c

item type

Consent Agenda

meeting date

June 26, 2024

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

Approve the following piggyback contracts:

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

None



City Commission

agenda item 10.c.1

item type

Consent Agenda

meeting date

June 26, 2024

prepared by

Rebecca Watt, Procurement Agent

approved by

Randy Knight, City Manager

subject

1. Kompan, Inc. - OMNIA Partners Contract #2017001135 - Playground and Outdoor Fitness Equipment - Renewal; for services on an as-needed basis during the term of the agreement through June 30, 2026; Amount: \$100,000
2. Konica Minolta Business Solutions USA, Inc. - NASPO Contract #187962 - Multi-Function Devices and Related Software, Services, and Cloud Subscriptions; for services on an as-needed basis during the term of the agreement through July 31, 2029; Amount: \$200,000
3. Thompson Well & Pump, Inc. - Volusia County Contract #21-SQ-21SR - Well Field Services - Renewal; for services on an as-needed basis during the term of the agreement through April 23, 2026; Amount: \$100,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. The Cooperative Purchasing Agency (OMNIA Partners) issued a formal solicitation to award this contract in FY17.
2. The Cooperative Purchasing Agency (NASPO) issued a formal solicitation to award this contract in FY24.
3. The Originating Agency (Volusia County) issued a formal solicitation to award this contract in FY21.

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in the following approved budgets:

1. Parks & Recreation Fund
2. General Fund
3. Water & Sewer Fund, General Fund

attachments

None



City Commission

agenda item 10.d

item type

Consent Agenda

meeting date

June 26, 2024

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

Approve the following contracts:

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

None



City Commission

agenda item 10.d.1

item type

Consent Agenda

meeting date

June 26, 2024

prepared by

Rebecca Watt, Procurement Agent

approved by

Randy Knight, City Manager

subject

1. RFQ7-22 - Patel, Greene & Associates, LLC - Transportation Planning & Engineering Services - Amendment 3; for services on an as-needed basis during the term of the agreement through July 7, 2025; Amount: \$500,000
2. RFP15-19 - HDD of Florida - Underground Conduit/Pipe Installation Services; for services on an as-needed basis during the term of the agreement through September 30, 2024; Amount: \$2,000,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. A formal solicitation was issued in FY22 and has been renewed in accordance with the original executed agreement.
2. A formal solicitation was issued in FY19.

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in the following approved budgets:

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

attachments

None

**item type**

Consent Agenda

meeting date

June 26, 2024

prepared by

Rebecca Watt, Procurement Agent

approved by

Randy Knight, City Manager

subject

Approve the following purchase:

1. OpenGov - Budget Solutions SaaS; Amount: \$60,000 for FY24, \$75,000 for FY25

motion | recommendation

Commission approve item as presented and authorize Mayor to execute.

background

1. This agreement is an expansion of the existing OpenGov software already in use at the city and covers the set-up, deployment, and subscription for budget planning and management for the operating and capital budgets, digital budget book production, reporting, and transparency tools.

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in the following approved budgets:

1. General Fund

attachments

None

**item type**

Consent Agenda

meeting date

June 26, 2024

prepared by

Peter Moore, Director of Office of Management and Budget

approved by

Randy Knight, City Manager

subject

Forward Funding of \$200k for Habitat to Humanity for Affordable Housing Lot Purchase

motion | recommendation

After-the-fact approval of forward funding the \$200k to Habitat for Humanity

background

At the prior Commission meeting, staff informed the City Commission that Habitat had the opportunity to close on a lot much sooner than originally thought and that they would like to have their annual allotment of funds, normally given in October of each year, transferred to them now, so they could take advantage of the opportunity. The city has a 5-year funding agreement with Habitat to purchase lots and provides \$200k annually from the Affordable Housing Trust Fund to do so. This payment would normally be made in FY25 in the month of October, but this approval advances that payment date by 4 months. This is an after-the-fact approval because Habitat needed the funds the week of the 17th, and it did not have time to be formally presented on the agenda. This would represent the fourth payment made to Habitat. The last and final payment of \$200k will be made in October 2026.

alternatives | other considerations

N/A

fiscal impact

Based on current collections, these payments are expected to exhaust the trust fund and it may need time to regain funding after this funding agreement is concluded.

attachments

1. Habitat Joint Participation with City 2021

JOINT PARTICIPATION AGREEMENT WITH HABITAT FOR HUMANITY

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

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

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

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

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

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

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

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

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

3. **FUND RAISING ASSISTANCE:** The City shall also assist in fund raising activities by Habitat in providing a 50% discount on all fees and charges paid to the City for events such as for 5K events, and Night Golf Course events, limited to no more than three (3) per year.
4. **METHOD OF PAYMENT:** Financial assistance for lot acquisition to Habitat shall be done as a lump sum following the adoption of each year's fiscal budget, pending availability of funds. Habitat shall maintain such city funds in a separate land acquisition account so that the disbursement of funds from this account and the current balance of this account are easily accountable. Any investment interest gained in this account shall remain in the account and not be transferred. Habitat shall provide to the City on an annual basis, all records of disbursements from this land acquisition account and the purpose of such disbursements.
5. **DESIGN REQUIREMENTS:** As a condition of financial assistance, Habitat agrees to construct new homes or housing rehabilitations in conformance with design guidelines for homes as may be adopted by the City Commission.
6. **LOCATION OF HABITAT PROJECTS:** Lot acquisitions shall occur within the city limits of Winter Park or within one quarter mile of the city limits if within an area designated for annexation within the Comprehensive Plan. Habitat may obtain financial assistance for eligible activities involving properties within unincorporated Orange County that are in close proximity to the city limits if such projects receive the approval of the City Commission prior to the expenditure of any funds by Habitat.
7. **TERM OF THE AGREEMENT:** This Agreement shall be for an initial term beginning March 24, 2021 and ending September 30, 2026. The term of

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

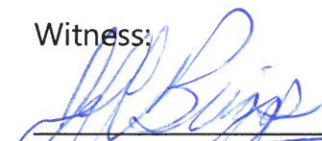
8. **AUTHORITY**: Each party represents and warrants to the other that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement and that all acts, approvals, procedures and similar matters required in order to authorize this Agreement have been taken or followed, as the case may be, and that upon execution of this Agreement by both parties, this Agreement shall be valid and binding upon the parties hereto.
9. **GOVERNING LAW**: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue for any dispute or litigation between the parties arising from this Agreement shall be in a court of competent jurisdiction in Orange County, Florida.
10. **AMENDMENT**: This Agreement may be amended in writing by mutual consent of the City and Habitat, subject to the public hearing requirements, if applicable.
11. **SEVERABILITY**: If any provisions of this agreement are held to be illegal or invalid by a court of competent jurisdiction, the other provisions of this agreement shall remain in full force and effect.
12. **SOVEREIGN IMMUNITY & RELATIONSHIP OF PARTIES**. Nothing contained in this Agreement shall be considered or deemed a waiver of the City's sovereign immunity or any other privilege, immunity, or defense available to the

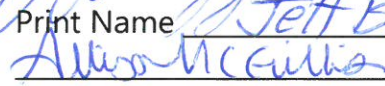
City or its officers, elected and appointed officials, agents, and representatives under the law. Nothing in this Agreement shall be construed to create a partnership or joint venture between the City and Habitat. Habitat is not an agent, partner, agency, sub-agency, or subdivision of the City and Habitat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

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

Signed, Sealed and Delivered
In the Presence of:

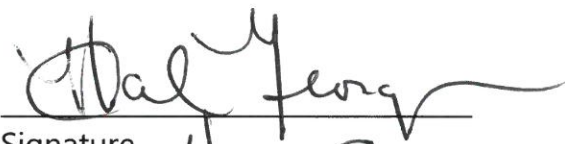
Witness:



Print Name Jeff Briggs


Print Name Allison McGillis

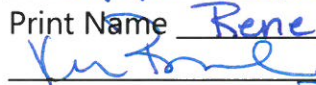
Habitat for Humanity of Winter
Park/Maitland, Inc.
BY:



Signature
Print Name: HAL GEORGE
Title: PRESIDENT

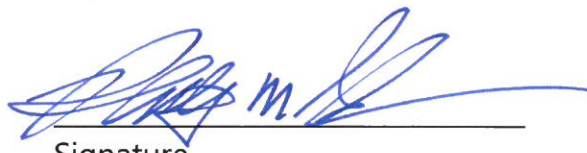
Witness:



Print Name Rene Cranis


Print Name Kim Breland

CITY OF WINTER PARK
BY:



Signature
Print Name: Phillip M. Anderson
Title: Mayor



City Commission

agenda item 11.a

item type

Action Items Requiring Discussion

meeting date

June 26, 2024

prepared by**approved by**

Randy Knight, City Manager

subject

Board Appointments:

Winter Park Firefighters' Pension Board (2)

Winter Park Police Officers' Pension Board (1)

Civil Service Board (1)

motion | recommendation**background**

Firefighters Pension Board:

1. Fill the vacancy due to the transfer of Wayne Kalish to the Civil Service Board, and
2. Annual appointment - reappoint Anthony Gray who has expressed interest in continuing or appoint a new member.

Police Officers' Pension Board:

1. Replace Glen Salow who elected not to accept his appointment to the Police Officers' Pension Board.

Civil Service Board

Commissioner Sullivan has recommended the appointment of Stephen Stutzer to the Civil Service Board to replace Terry Hotard who was appointed to the Parks and Recreation Advisory Board.

Appointments to these Boards require a majority vote of approval by the Commission.

alternatives | other considerations

fiscal impact

attachments

1. Pension Board Applications 6-13-24
2. CSB - Stephen Stutzer application

Citizen Board Application

Profile

Elder

First Name

N

Middle
Initial

Ripper

Last Name

V

Suffix

elderr@hhlawncare.org

Email Address

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

3250 Bishop Park Dr

Home Address

Suite or Apt

Winter Park

City

FL

State

32792

Postal Code

How long have you lived in Winter Park?

1 year

Home: (407) 416-7624

Primary Phone

Alternate Phone

Are you a City resident?☒ Yes ☐ No**Do you own property in the City?**☐ Yes ☒ No**Are you a registered voter?**☒ Yes ☐ No**Are you employed by the City?**☐ Yes ☒ No

Your Requested Boards (select 3)**Which Boards would you like to apply for?**

Winter Park Police Officers' Pension Board: Submitted

Question applies to multiple boards

Please note: *One or more of the boards selected requires financial disclosure.***Please list all city boards for which you have attended a meeting.**

N/A

Are you currently serving on a City board?

☐ Yes ☒ No

If so, which one?

Have you previously served on a City board?

☐ Yes ☒ No

If so, which one(s)?

Why are you interested in serving on a City board?

I am interested in giving back to a wonderful community I have recently joined. I feel that my perspectives and drive might lend themselves to the betterment of the area I love.

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

☐ Yes ☒ No

If yes, please provide details:

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

☒ Yes ☐ No

Education and Work Experience

Education Background

Undergraduate in Finance, University of Florida 2021, Master's in International Business with a focus in Finance, 2022

Current employment status: *

☒ Employed

Helping Hand Lawn Care,
LLC

Employer

VP of Business Development

Job Title

Employer Address

5960 W Jones Ave, Zellwood FL

Current Professional License/Certification/Registration

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

[Ripper.Elder_Resume.pdf](#)

Upload a Resume

Community Involvement

Please provide your community involvement

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

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

Acknowledgements:

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

☒ Yes ☐ No

Disclosures

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

Elder Ripper

(407) 416-7624 | enripper0217@gmail.com | www.linkedin.com/in/elder-ripper

EDUCATION

University of Florida, Warrington College of Business, *Gainesville, FL*

Graduation: May 2022

Masters of Science in International Business, International Finance

GPA: 3.61

Bachelor of Science in Business Administration, Finance

Study Abroad: Vienna University of Business and Economics, *Vienna, Austria*

Relevant Coursework: Managing and Measuring Value, Venture Finance, Law for Entrepreneurs, Business Finance

WORK EXPERIENCE

Vice President of Business Development

December 2022 – Current

Helping Hand Lawn Care

Zellwood, FL

- Pioneered a new business department in construction-related operations focusing on subcontracting work for General Contractors in the Central Florida Area.
- Established and carried out a sales strategy that has, to date, resulted in over \$500,000 in revenue directly increasing the total revenue of the firm by 10%.

Vice President of Finance

June 2022 – December 2022

Kalagon INC

Melbourne, FL

- Solicited \$3,600,000 in equity and grant funding for the company establishing 3 years of operations the firm can undertake before needing to seek additional capital.
- Undertook risk management duties overseeing insurance, workplace safety, and appropriate HR functions, and collaborated with the company attorney to ensure contracts were adequately specific and robust in coverage.
- Drove the patenting process to completion where the patent I drafted in my prior internship with Kalagon was revised and submitted to pend approval in the US and Globally.
- Operated in an HR role conducting the hiring process and managed employee records, issued payroll, negotiated salary, etc.

Graduate Community Coordinator

January 2022 – June 2022

University of Florida Department of Housing

Gainesville, FL

- Managed the Infinity Hall dormitory at the University of Florida directly overseeing 360+ students.
- Lead a team of 8 Resident Assistants to implement university policies and procedures for all students living in Infinity Hall.

Financial Intern

May 2021 – August 2021

Kalagon LLC

Melbourne, FL

- Authored the company patent by working with company engineers and lawyers, which lead to over \$30,000 in legal savings.
- Corroborated with the CEO to develop a complete pro forma financial document for the company using Cogs, projected revenue, and expense drivers, leading to the company successfully receiving \$150,000 in investment.

EDUCATION AND LEADERSHIP DEVELOPMENT

Undergraduate Teachers Assistant

August 2021 – June 2022

University of Florida Department of Business

Gainesville, FL

- Facilitated the preparation of lectures and lecture materials.
- Worked with UF professor Dr. Banko to facilitate the learning process for the undergraduate course in Business Finance.
- Organized exam review sessions and 2 weekly TA office hours for a course of over 940 students enabling students to receive more in-depth and personalized experiences with core course material.

IF Advisor

August 2021 – June 2022

Innovation Fellows

Gainesville, FL

- Assisted in the development of the innovation fellows program timeline translating to an increase in efficiency of 20% in the time allotted for student activities and involvement.
- Mentored 14 students throughout an entrepreneurial process. Students generated a problem statement, researched, identified competitors, developed a service/product niche, and generated/delivered a pitch deck to real alumni investors.

Undergraduate Professor - Introduction to UF

July 2021 – June 2022

University of Florida Department of Education

Gainesville, FL

- Taught a diverse class of 24 students ranging in background from international students to first-time college students.
- Collaborated with University staff to put on a unique program for my students resulting in a more learning experience for students where multiple guest lecturers were brought in to educate on a plethora of subjects.

NOTABLE SKILLS & ABOUT ME

- **Languages:** Mandarin Chinese (essential skills), French (essential skills), Japanese (essential skills)
- **Interests:** Conducting research into AI in Business, Writing, Video Editing, Content Creation, Running, and Family.

Profile

Diego

First Name

Benson-valdes

Last Name

Middle Initial

Suffix

dvaldes505@gmail.com

Email Address

Please note: Physical address only - no P.O. Box.

1620 Westchester Ave

Home Address

Suite or Apt

Winter Park

City

FL

State

32789

Postal Code

How long have you lived in Winter Park?

1

Mobile: (305) 519-7451

Primary Phone

Mobile: (305) 519-7451

Alternate Phone

Are you a City resident?

☒ Yes ☐ No

Do you own property in the City?

☒ Yes ☐ No

Are you a registered voter?

☒ Yes ☐ No

Are you employed by the City?

☐ Yes ☒ No

Your Requested Boards (select 3)

Which Boards would you like to apply for?

Winter Park Police Officers' Pension Board: Submitted

Question applies to multiple boards
Please note: One or more of the boards selected requires financial disclosure.

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

None

Are you currently serving on a City board?

☐ Yes ☒ No

If so, which one?

Have you previously served on a City board?

☐ Yes ☒ No

If so, which one(s)?

Why are you interested in serving on a City board?

Service to the community

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

☐ Yes ☒ No

If yes, please provide details:

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

☒ Yes ☐ No

Education and Work Experience

Education Background

A nurse since 1994. Respiratory Therapist since 1992. Master Degree in Nurse. Work in Tampa at Moffitt Cancer Center as a Nursing Leader

Current employment status: *

☒ Employed

Moffitt Cancer Center

Employer

Nursing Supervisor

Job Title

Employer Address

12902 USF Magnolia Drive, Tampa

Current Professional License/Certification/Registration

Registered Nurse and Certified Respiratory Therapist, Licensed by the Florida Department of Health Division of Medical Quality Assurance

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

I have previously serviced on HOA boards and serviced as a CDD Supervisor of Remington. Previous professional positions have been: Director of Inpatient Services, Director of Perioperative Services, Director of Emergency Services.

[Upload a Resume](#)

Community Involvement

Please provide your community involvement

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

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

Acknowledgements:

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

☐ Yes ☐ No

Disclosures

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Profile

Russell

First Name

P

Middle Initial

Allen

Last Name

Suffix

rpallendc@gmail.com

Email Address

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

1120 Schultz Avenue

Home Address

Suite or Apt

WINTER PARK

City

FL

State

32789

Postal Code

How long have you lived in Winter Park?

20 years

Mobile: (407) 340-9689

Primary Phone

Alternate Phone

Are you a City resident?

☒ Yes ☐ No

Do you own property in the City?

☒ Yes ☐ No

Are you a registered voter?

☒ Yes ☐ No

Are you employed by the City?

☐ Yes ☒ No

Your Requested Boards (select 3)

Which Boards would you like to apply for?

Winter Park Police Officers' Pension Board: Submitted

Question applies to multiple boards
Please note: One or more of the boards selected requires financial disclosure.

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

Police Officers' Pension Fund Board

Are you currently serving on a City board?

☒ Yes ☐ No

If so, which one?

Police Officers' Pension Fund Board

Have you previously served on a City board?

☒ Yes ☐ No

If so, which one(s)?

Police Officers' Pension Fund Board

Why are you interested in serving on a City board?

I enjoy being a Winter Park resident and appreciate the opportunity to give back.

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

☐ Yes ☒ No

If yes, please provide details:

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

☒ Yes ☐ No

Education and Work Experience

Education Background

B.A. Degree in English and Music, Macalester College, St. Paul, MN - 1974 Graduate

Current employment status: *

☒ Employed

Opera Orlando

Employer

Senior Development Director

Job Title

Employer Address

406 E. Amelia Street, Orlando, FL 32803

Current Professional License/Certification/Registration

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

Significant work with and experience in budgets, budgeting, endowment funds, funding solicitations, and public support of the arts. Significant administrative experience in arts management. Strong artistic training and ensibility.

[2-11-22_R_Allen_resume.pdf](#)

Upload a Resume

Community Involvement

Please provide your community involvement

Winter Park Police Officers Pension Fund Board (Winter Park) - 2021 to present, Member Tanners Landing Condominium Association (Norfolk) - 2013-2020, Secretary Townhomes at Harper Place Property Owners Association (Winter Park) - 2006 to 2016, President Townhomes at Harper Place Property Owners Association (Winter Park) - 2022 to present Dr. Phillips Center (OUC Building) Board (Orlando) - 2004-2008, Member Cultural Alliance of Greater Hampton Roads (Norfolk) - 1997 to 2000, Board Member and Chair, Executive Director's Council, Chair ALLI Awards Committee 1998 & 1999 Civic Leadership Institute (Norfolk) - 1999/2000, Member Governor's Arts Awards (Richmond) - Spring 2000, Committee Member Maryland State Arts Council (Baltimore) - 1999/2000, Grant Review Panel Member Virginia General Assembly (Richmond) - Fall 1996, Member, Sub-Committee on Arts Support ASOL Conference: Artistic Administrators National Meeting Chair, 1992 & 1993 Valley Leadership Program (Phoenix) - 1991-92, Member Downtown Phoenix Partnership (Phoenix) - 1990-94, Board Member Heritage Square Advisory Board (Phoenix) - 1991-94, Board Member Valley Presenters Council (Phoenix) - 1989-94, Founding Board Member OPERA America Consultant - Shreveport Opera May, 2002 Independent Consultant - Shreveport Opera February, 2003 NEA On-Site Reviewer - 1996-2010 Arts Commissions - Panelist for States of Arizona, Maryland, Virginia, City of Phoenix, and City of Houston

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

Strong interest in assisting benefits programs Experience in establishing and growing endowment funds Solid business management experience Strong interest in being of service Artistic programming Artistic administration

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

Dependable Thoughtful Problem solver

Acknowledgements:

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

☒ Yes ☐ No

Disclosures

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

Russell P. Allen
1120 Schultz Avenue
Winter Park, FL 32789

Resume

Cell) 407-340-9689

E-Mail) rpallendc@gmail.com

QUALIFICATIONS Proven leadership, management, personnel, and organizational skills; proven strategic and financial planning ability; proven artistic knowledge and experience; proven budgeting and budget control ability; proven marketing and fundraising ability; thirty-five years of professional arts management experience

PROFESSIONAL EXPERIENCE

***Opera Orlando* Orlando, Florida**

2020 to present – Senior Development Director

Management of all fundraising systems and activities for Annual Fund/United Arts Campaigns, leadership of Endowment Fund Campaign, Formulating and Overseeing annual strategic fundraising plan, and assistance to General Director in Board member development and recruitment

- ◆ Expanded direct fundraising effort
- ◆ Developed fundraising initiatives, including the Artist Patrons Program
- ◆ Refocused the cultivation effort
- ◆ Increased annual fundraising by 10% in first year
- ◆ Instituted plan for building contributions from ticket buyers
- ◆ Began concerted effort to build an Endowment Fund

***Virginia Opera* Norfolk, Richmond & Fairfax, Virginia**

2011 to 2020 – President and CEO (General Director)

Nine years of company leadership as Chief Executive Officer of statewide company, Serving as chief Board recruitment officer, Directing/Overseeing all aspects of company development and operation, including, but not limited to, financial, fundraising, artistic, development, marketing, public relations, education, personnel, and strategic planning – Working strategically with Board on company direction statewide, Led Strategic Planning process

- ◆ Instituted zero-based budgeting system and accounting control procedures
- ◆ Operated 6 out of 9 surplus budget seasons
- ◆ Eliminated inherited accumulated operating deficit
- ◆ Increased ticket revenue and total earned revenue
- ◆ Increased individual contributions 44% and total contributed revenue 18%
- ◆ Increased number of subscribers to record levels in three markets
- ◆ Enhanced Development Department and improved statewide fundraising plan
- ◆ Developed and implemented new Employee Handbook
- ◆ Developed updated job descriptions for all full-time positions
- ◆ Developed strategic planning process and repertoire plans with Artistic Director
- ◆ Improved image of Virginia Opera in all 3 main markets

***Washington Ballet* Washington D.C.**

2008 to 2011 – General Manager

Three years of management leadership as Chief Operating Officer, Supervising Development,

Public Relations, Marketing, Financial, Education, Personnel, and Strategic Planning –
Overseeing Artistic and Production budgets and plans - Strategically planning repertoire selection
with Artistic Director

- ◆ Reorganized financial systems and budgeting process; instituted expense controls
- ◆ Reversed trend of deficit spending
- ◆ Rebuilt Marketing Department and Development Department
- ◆ Increased public visibility; increased subscriber level and single ticket sales
- ◆ Increased individual contributions 13%; increased total contributed revenue 15%
- ◆ Restored public funding levels
- ◆ Helped build stronger Board support
- ◆ Built performance activity; increased *The Nutcracker* performance number and revenue
- ◆ Increased Education Department activity and impact
- ◆ Increased operational efficiency; developed bona fide job descriptions
- ◆ Developed strategic planning process for company growth and development

***Orlando Ballet* Orlando, Florida**

2004 to 2008 – Executive Director

Four and a half years of management leadership as Chief Executive Officer, Supervising all administrative departments including Development, Public Relations, Marketing, Financial, Education, Personnel, and Strategic Planning – Overseeing Artistic and Production budgets and plans - Strategically planning repertoire selection with Artistic Director

- ◆ Updated financial systems and budgeting process
- ◆ Rebuilt Development Department and fundraising effort
- ◆ Increased public visibility; increased single ticket sales
- ◆ Built performance activity; increased *The Nutcracker* performance number and revenue
- ◆ Increased individual contributions 26%; increased total contributed revenue 15%
- ◆ Increased public funding levels
- ◆ Helped build stronger Board support in both involvement and contributions
- ◆ Increased Education Department activity
- ◆ Increased operational efficiency - Improved personnel guidelines

***The Atlanta Opera* Atlanta, Georgia**

2000 to 2003 - General Manager

Three years of management leadership as Chief Operating Officer, Supervising Development, Public Relations, Marketing, Financial, Education, Personnel, and Strategic Planning –
Overseeing Artistic and Production budgets and plans - Strategically planning repertoire selection
with Artistic Director

***Virginia Opera* Norfolk, Virginia**

1994 to 2000 - General Manager

Six years of management leadership as Chief Administrative and Operating Officer, Overseeing Development, Marketing, Financial, Public Relations, Education, Personnel, and Strategic Planning – Working strategically with Artistic Director on artistic planning – Led Strategic Planning process

The Phoenix Symphony Phoenix, Arizona

1989 to 1994 - Vice President & General Manager

1986 to 1989 - Orchestra Manager/Artistic Administrator

Eight years of guiding and administering artistic direction, orchestra operations, volunteer activities, and education activity. Five years of supervising marketing activity and special Development efforts/activities

The San Antonio Symphony San Antonio, Texas

1984 to 1986 - General Manager

The Houston Symphony Houston, Texas

1980 to 1984 - Orchestra Manager

The Shreveport Symphony Shreveport, Louisiana

1979 to 1980 - General Manager

The Jacksonville Symphony Jacksonville, Florida

1978 to 1979 - Assistant Manager

Macalester College St. Paul, Minnesota

1973 to 1978 - Administrative Assistant/Music Department

The Dale Warland Singers St. Paul, Minnesota

1973 to 1978 - Executive Director

EDUCATION

B.A. Music/English 1974 Macalester College, St. Paul, MN

BUSINESS AND COMMUNITY ACTIVITIES

Winter Park Police Officers Pension Fund Board (Winter Park) - 2021 to present, Member

Tanners Landing Condominium Association (Norfolk) – 2013-2020, Secretary

Townhomes at Harper Place Property Owners Association (Winter Park) – 2006 to 2016,
President

Dr. Phillips Center (OUC Building) Board (Orlando) – 2004-2008, Member

Cultural Alliance of Greater Hampton Roads (Norfolk) – 1997 to 2000, Board Member and
Chair, Executive Director's Council, Chair ALLI Awards Committee 1998 & 1999

Civic Leadership Institute (Norfolk) – 1999/2000, Member

Governor's Arts Awards (Richmond) – Spring 2000, Committee Member

Maryland State Arts Council (Baltimore) – 1999/2000, Grant Review Panel Member

Virginia General Assembly (Richmond) – Fall 1996, Member, Sub-Committee on Arts Support

ASOL Conference: Artistic Administrators National Meeting Chair, 1992 & 1993

Valley Leadership Program (Phoenix) - 1991-92, Member

Downtown Phoenix Partnership (Phoenix) - 1990-94, Board Member

Heritage Square Advisory Board (Phoenix) - 1991-94, Board Member

Valley Presenters Council (Phoenix) - 1989-94, Founding Board Member

OPERA America Consultant – Shreveport Opera May, 2002

Independent Consultant – Shreveport Opera February, 2003

NEA On-Site Reviewer – On-Going from 1996

Arts Commissions - Panelist for State of Arizona, City of Phoenix, and City of Houston

Citizen Board Application

Profile

Sherwin

First Name

Sargeant

Last Name

Middle
Initial

Suffix

sherwin.sargeant23@gmail.com

Email Address

(Physical Address – no P.O. Box)

208 N. Park Avenue

Home Address

Suite or Apt

Winter Park

City

FL

State

32789

Postal Code

How long have you lived in Winter Park?

7 years

Home: (407) 616-1693

Primary Phone

Alternate Phone

Are you a City resident?☐ Yes ☒ No**Do you own property in the City?**☒ Yes ☐ No**Are you a registered voter?**☒ Yes ☐ No**Are you employed by the City?**☐ Yes ☒ No

Your Requested Boards (select 3)**Which Boards would you like to apply for?**

Winter Park Firefighters' Pension Board: Submitted

Question applies to multiple boards

*(One or more of the boards selected requires financial disclosure)***Please list all city boards for which you have attended a meeting.**

Code Compliance board

Are you currently serving on a City board?

☒ Yes ☐ No

If so, which one?

Code Compliance board

Have you previously served on a City board?

☒ Yes ☐ No

If so, which one(s)?

Code Compliance board

Why are you interested in serving on a City board?

I am interested because I have couple businesses in Winter Park and care deeply for the city

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

☐ Yes ☒ No

If yes, please provide details:

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

☒ Yes ☐ No

Education and Work Experience

Education Background

Current employment status: *

☒ Self-Employed

Zingara Souls

Employer

Financial Advisor

Job Title

Employer Address

208 N Park ave Winter Park Florida 32789

Current Professional License/Certification/Registration

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

[Upload a Resume](#)

Community Involvement

Please provide your community involvement

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

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

Acknowledgements:

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

☒ Yes ☐ No

Disclosures

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

Citizen Board Application

Profile

Anthony

First Name

Gray

Last Name

Middle
Initial

tgray452@gmail.com

Email Address

452 Sylvan Drive

Home Address

Suite or Apt

Winter Park

City

FL

State

32789

Postal Code

What district do you live in?

None Selected

(407) 963-8851

Primary Phone

Alternate Phone

Do you reside within the Winter Park City Limits?

☐ Yes ☐ No

Employer

Job Title

Which Boards would you like to apply for?

Winter Park Firefighters' Pension Board: Submitted

Select Your District *

None Selected

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

Upload a Resume**Demographics**

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Ethnicity

None Selected

Political Party

None Selected

Gender

None Selected

Date of Birth

Profile

Stephen

First Name

C.

Middle Initial

Stutzer

Last Name

Suffix

s2wpfl@gmail.com

Email Address

Please note: Physical address only - no P.O. Box.

1640 Elizabeths Walk

Home Address

Suite or Apt

Winter Park

City

FL

State

32789

Postal Code

How long have you lived in Winter Park?

20 Years

Mobile: (407) 718-6653

Primary Phone

Alternate Phone

Are you a City resident?

☒ Yes ☐ No

Do you own property in the City?

☒ Yes ☐ No

Are you a registered voter?

☒ Yes ☐ No

Are you employed by the City?

☐ Yes ☒ No

Your Requested Boards (select 3)

Which Boards would you like to apply for?

Civil Service Board: Appointed

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

Civil Service Board

Are you currently serving on a City board?

☐ Yes ☒ No

If so, which one?

Have you previously served on a City board?

☒ Yes ☐ No

If so, which one(s)?

Civil Service Board

Why are you interested in serving on a City board?

As a resident of the City of Winter Park, I am interested in the well-being of its citizens and success of its Government. I achieved the position of Financial Examiner/Analyst Supervisor with the Florida Office of Financial Regulation, and retired in 2010 after serving for 30+ years. I was responsible for "crossing the Ts and dotting the Is" on all legal documents, managing Civil Service employees and I was certified to teach financial examiners from all over the U.S. I worked with law enforcement in financial crimes investigations during my career and have an interest in protecting those who put their lives on the line every day to serve and protect the citizens. As a former medic in the military, I also have an interest in the well-being of WPPFD personnel.

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

☐ Yes ☒ No

If yes, please provide details:

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

☒ Yes ☐ No

Education and Work Experience

Education Background

Bachelor of Science degree in Business Administration with a Specialty in Advertising and Public Relations, Florida State University 1972.

Current employment status: *

☒ Retired

Employer Address

Orlando, Florida

Current Professional License/Certification/Registration

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

During my career with the Florida Office of Financial Regulation, i was the "last pair of eyes, crossing the Ts and dotting the Is," ie: ensuring the accuracy and legality of all documents being sent to our Headquarters and to the State Attorney's Office. I also worked closely with law enforcement investigating financial crimes and enforced Florida Statutes and Administrative Laws, Federal Regulations, and the Civil Service Code. I also was an Aeromedical Technician in the U.S.A.F. Flight Surgeon's Office, ie, a "first responder" specializing in flight line crash response, rescue and air evacuation, and am familiar with the protocols and practices of Fire Department personnel..

[csb_ap_attachment.docx](#)

Upload a Resume

Community Involvement

Please provide your community involvement

Florida Citrus Sports Board of Directors, Team Selection Committee and Media Relations Committee.

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

As previously stated, familiarity with enforcement of laws and regulations, the Civil Service Code and WPPD and WPPD protocols.

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

Acknowledgements:

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

☒ Yes ☐ No

Disclosures

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

The Honorable Mayor Phil Anderson
The Honorable Commissioner Kristopher Cruzada
The Honorable Commissioner Sheila DeCiccio
The Honorable Commissioner Marty Sullivan
The Honorable Commissioner Todd Weaver
Mayor Randy Knight
Assistant Mayor Michelle del Valle

Dear Mayor Anderson, Commissioners Cruzada, DeCiccio, Sullivan, and Weaver, City Manager Knight, and Assistant City Manager del Valle,

I respectfully request that I be re-appointed to the Civil Service Board (CSB). I was elected the CSB's Chairman in January, 2023, after having previously served as Vice Chairman and Chief Examiner. The following details the importance and value of my re-appointment to you (and to me). I have discussed some of them with each of you in person.

I bring professional expertise from my 30+ year career as a Financial Examiner/Analyst (FEA) with the Florida Office of Financial Regulation (OFR) & as a former AeroMedical Technician in the U.S.A.F. "to the table." That experience, together with my knowledge of the policies and protocols of WPPD and WPPD enables me to provide an invaluable asset and service to Winter Park Government and citizens, as well as to those Departments. So, "I have your back"!

As a FEA Supervisor with the OFR, I was responsible for "crossing the Ts and dotting the Is," ie the "last pair of eyes" on all documents being forwarded to our Headquarters and legal staff. I was tasked with ensuring that they were completed with the greatest accuracy in that they were "under the microscope" pending any further legal action and/or investigations.

I managed as many as 15 financial examiners in ensuring the safety and soundness of our State-chartered financial institutions, and the protection of their depositors. We did so by assessing their compliance with statutes and regulations, determining the soundness of, and their compliance with their policies & protocols, assessing & controlling their risks, and protecting the rights and safety of banks' customers. As a Supervisor, I was required to have knowledge of Civil Service Code and Government protocols.

As a certified instructor, my regular duties included training financial examiners from all over the U.S. My expertise was recognized by the FDIC, as they made me an unprecedented offer as an administrator and instructor at their National Training Center in Arlington, Va., even though I was not then employed by the FDIC. I was also tasked with assessing if applicants possessed the qualifications to be elected to bank's Boards, before allowing the organization to be granted a bank charter. Based on my knowledge and expertise, the FDIC deferred to my judgement in permitting the bank to open and in insuring the banks' deposits. I also had expertise in enforcing laws and regulations, and in testifying, having been qualified as an "expert witness" in many courtroom bank closing actions. Lastly, I participated in financial crime investigations, gathering and ensuring the accuracy & completeness of evidence that would be presented to the State Attorney's Office and law

enforcement for further action.

My specialties as a U.S.A.F. AeroMedical Technician included flight line crash, air evacuation and rescue. I spent my military career working with police and other medical personnel, and acquired a respect for what they do every day!

Finally, I believe I have the endorsements of WPPD Chief Tim Volkerson and WPPD Chief Dan Hagedorn, who have both asked me to do "critical reads," ie: "crossing the Ts and dotting the Is" on SOPs and SOGs being presented for approval.

Please consider the points I have presented, including my background & training in re-appointing me to serve you and OUR Winter Park community. Please also feel free to contact me at your convenience to discuss further! Thank you for your time and attention to this matter.

Respectfully,

Steve Stutzer



item type

Action Items Requiring Discussion

meeting date

June 26, 2024

prepared by

Peter Moore, Director of Office of Management and Budget

approved by

Randy Knight, City Manager

subject

Stormwater Rate Assessment for FY25

motion | recommendation

Approve raising the stormwater rate assessment per square foot of impervious coverage by one penny a year for three years, resulting in a FY25 rate of 7 cents a square foot for all properties as part of the annual assessment roll that is required to be sent to Orange County.

background

In 2023, the fee for stormwater assessments was moved from being a monthly charge on the customers' bill to being part of the property tax bill that gets paid annually by all property owners. It also standardized the annual assessment for impervious coverage at 6 cents per SF. As the previous model did not allow for vacant or undeveloped properties with impervious coverage to be assessed, this transition allowed the utility to avoid having to raise rates in 2024. In addition, property owners have the ability to get a 4% early pre-payment discount as part of paying the annual property tax bill.

For the last few years, the stormwater utility has kept its annual contribution to the capital plan (5-Year CIP) at \$700k. This has been difficult to maintain given the operating cost pressures on wages and materials, and inflation is eating away at what can be done with \$700k each fiscal year. The Stormwater Utility also embarked on multiple basin studies that are wrapping up completion this summer and the results of those will indicate the highest priority areas for making flooding prevention and water quality improvements in the city. The current capital allocation is not sufficient to make improvements for existing needs, let alone for needed system improvements that will be the result of these studies. During internal budget planning for the upcoming FY25 fiscal year, departments requested over \$1.6 million in funding for capital improvements related to both flooding mitigation and water quality/ lake clarity enhancements. Without a long-term commitment to rate increases, capital implementation in the utility will decline.

The City of Orlando recently announced that they will be doubling their stormwater fee over

the next few years to keep pace with needed infrastructure enhancements. Currently, their fee is the same as Winter Park's. They will be moving to approximately 8 cents in FY25, 10 cents in FY26, and 12 cents in FY27. Staff is proposing that Winter Park consider an assessment increase that raises the fee from 6 cents to 7 cents per square foot of impervious coverage for all property types. This equates to a 16.7% increase or equivalent to what would have been about \$4 more per month per average homeowner. Staff further recommends that the Commission consider a longer term commitment to raising rates as part of their strategic planning efforts during the budget process this summer and consider a penny increase a year for at least three years. Due to the requirements of providing this information as part of the Orange County Property Appraiser's TRIM noticing on the tax bill, staff has to have all tentative assessments into the appraiser's office by July. This proposed increase would then be part of the formal noticing that goes out to all property owners in the city. As the results of the basin studies are finalized, staff will work with the City Commission on creating a stormwater master-plan that will incorporate the findings of the studies and the financial demands to complete them.

alternatives | other considerations

Consider alternative increases to rates or to hold them constant, which would result in a decline in capital funding of \$100k or about \$600k available for stormwater improvements in FY25.

fiscal impact

A one penny increase to 7 cents per square foot is expected to raise an additional \$700k annually and provide approximately \$1.3 million in CIP funding for the upcoming FY25 budget year. Early project details from the stormwater basin studies show almost \$6 million in potential lake interconnect projects and Natural Resources has identified almost \$4 million in sediment removal projects. The one penny increase in FY25 would allow for the addition of nutrient studies for various lakes, as well as sediment removal for canals and creeks for improved navigational access and conveyance. As the various studies addressing water quality and water quantity are completed, subsequent increases to the rate would allow for completion of a potential interconnect project to alleviate flooding for land-locked lakes and sediment projects, as well as leaving some capacity for further projects as they are identified.

attachments

None

**item type**

Action Items Requiring Discussion

meeting date

June 26, 2024

prepared by**approved by**

Randy Knight, City Manager

subject

Confirmation of continued SunRail participation.

motion | recommendation

Staff recommends not exercising the City's right to terminate the commuter rail agreement.

background

On December 13, 2010 the City Commission approved the Second Amendment to Revised Interlocal Agreement between the City of Winter Park and Orange County regarding the Central Florida Commuter Rail Transit System (now SunRail). The second amendment (attached) sets forth the City's modified financial obligations for SunRail operations, maintenance and liability costs once the FDOT full funding period ends. The financial obligation was supposed to kick in following the expiration of the seven year FDOT funding period, and each year thereafter if no dedicated funding source was in place. That seven year FDOT funding period was extended and is now set to expire January 1, 2025.

As of this date, no dedicated funding source has been put in place. The city's financial obligation if there is no Dedicated Funding Source is limited by this agreement to \$350,000 per year, adjusted for inflation. There is also a not-to-exceed \$245,000 obligation for liability claims. The agreement provides an option for the City to terminate the agreement and close the station if a dedicated funding source is not in place. Such termination requires a 180-day notice prior to the end of the FDOT funding period. Notice would have to be given by June 30, 2024 so that is the purpose of this agenda item.

Staff believes the station in Winter Park has had a positive impact on the City and recommends that the City not exercise its right to terminate at this time. The city has the option each year to terminate if a dedicated funding source is not obtained, so this is not a one-time option.

alternatives | other considerations

fiscal impact

attachments

1. Commuter Rail Second Amendment to Revised Interlocal Agreement dated 12-14-2010

DEC 14 2010 *Gms/np*

SECOND AMENDMENT TO REVISED INTERLOCAL AGREEMENT

between the

CITY of WINTER PARK, FLORIDA

and

ORANGE COUNTY, FLORIDA

regarding the

**CENTRAL FLORIDA COMMUTER RAIL
TRANSIT SYSTEM**

Approved by the City of Winter Park
City Commission
December 13, 2010

Approved by the Orange County
Board of County Commissioners
DEC 14 2010, 2010

**SECOND AMENDMENT TO
REVISED INTERLOCAL AGREEMENT
between the
CITY of WINTER PARK and ORANGE
COUNTY
regarding the
CENTRAL FLORIDA COMMUTER RAIL
TRANSIT SYSTEM**

This Second Amendment to the Revised Interlocal Agreement (“Second Amendment”) is made by and between the **City of Winter Park**, a municipality existing under the laws of the State of Florida (the “City”), and **Orange County, Florida**, a political subdivision and charter county of the State of Florida (the “County”).

* * *

WHEREAS, the City and the County previously negotiated a Revised Interlocal Agreement regarding the Central Florida Commuter Rail Transit System (hereafter “Agreement”) in order to develop a partnership for the purpose of maintaining, operating, and supporting a commuter rail station within the City; and

WHEREAS, the County approved the Agreement on July 19, 2007 and the City approved the Agreement on August 27, 2007; and

WHEREAS, the Agreement allows for amendment by agreement of both the City and County; and

WHEREAS, the City and County approved a First Amendment to the Agreement on December 10, 2007 and December 18, 2007, respectively, amending only Section 6.2(c) of the Agreement; and

WHEREAS, funding obligations for the Commuter Rail project have changed and the City and the County agree that the Agreement, as amended by the First Amendment, should again be amended to update the terms and conditions for funding the maintenance, operation and support of the commuter rail station located within the City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in the Agreement, as amended by the First Amendment, the City and the County agree as follows:

1. **Recitals.** The foregoing recitals are true and form a material part of this Second Amendment.

2. **Status of Agreement, as amended by the First Amendment.** The Agreement, as amended by the First Amendment, is fully effective and binding. Except as amended herein, the Agreement, as amended by the First Amendment, shall remain in full force and effect.

3. **Article 5 of the Agreement.**

a. Article 5 of the Agreement, regarding “Financial Obligations,” is hereby amended by deleting each and every reference therein to “Fixed Guideway Bond Debt Service” consistent with the provisions of the Master Interlocal Agreement attached hereto and incorporated herein as Exhibit A. Accordingly, the parties agree and understand that the “Fixed Guideway Bond Debt Service” and the costs or expenses thereof shall not be used as a part of the formula by which either party’s financial obligation shall or may be determined.

b. Article 5, and Section 5.3(c) of the Agreement are amended to simplify the payment procedure in the event the City is responsible to pay its share of the cost for the Commuter Rail System. The County shall pay thirty percent (30%) of the City's share of the cost for the Commuter Rail System. If the City is responsible in any year to pay its share of the cost, the City shall pay seventy percent (70%) of the amount calculated in accordance with the provisions of this Agreement, and the County will be responsible to pay the remaining thirty percent (30%) of the City's share of the cost.

c. Section 5.4 of Article 5 is hereby added to the Agreement to read as follows:

Section 5.4. Non-General City Indebtedness. None of the payment obligations of the City in the Agreement, as amended, shall be or constitute a general indebtedness of the City within the meaning of any constitutional or statutory provision or limitation but shall be payable solely from legally available funds of the City derived from sources other than ad valorem taxation. The County shall not have the right to require or compel the exercise of the ad valorem taxing power of the City or taxation in any form from any property therein for payment thereof, and, subject to the provisions of paragraph 4 of this Second Amendment, which amends subsection 6.2(d), of the Agreement, the County shall not have the right to set off against any funds owed to the City's Community Redevelopment agency.

In all other respects, Article 5 remains unchanged.

4. **Section 6.2 of Article 6 of the Agreement, as amended by the First Amendment.** Article 6 of the Agreement, as amended by the First Amendment, regarding "General Provisions," is hereby amended by revising Section 6.2, regarding "Termination," by amending subsection 6.2(a) and subsection 6.2(d), and creating subsections 6.2(e), 6.2(f) and 6.2(g), to respectively read as follows:

(a) (1) This Agreement shall automatically terminate if the Master Interlocal Agreement is not executed by the parties on or before October 31, 2007.

(2) This Agreement shall automatically terminate if FDOT fails to execute an agreement with CSX for the sale and purchase of the commuter rail corridor by the same date that will cause the termination of the Commuter Rail Commission's participation for such reason.

(3) This Agreement shall automatically terminate upon the occurrence of either or both of the following:

a. Orange County terminates its participation in the Commuter Rail Commission or Commuter Rail; or

b. Commuter Rail ceases to operate for any period of time in excess of one hundred eighty (180) consecutive calendar days.

* * *

(d) The City may terminate this Agreement with 180 days notice to the County upon the occurrence of both of the following conditions:

(1) a. A dedicated funding source from non-City funds, ("Dedicated Funding Source"), to pay one hundred percent (100%) of the City's share of the cost for the Commuter Rail System (as calculated in accordance with the Agreement) has not been secured or, at any time during the term of this Agreement, if said Dedicated Funding Source is removed in whole or in part so as not to provide sufficient funds to cover one hundred percent (100%) of the City's share of cost for the Commuter Rail System; and

b. The decision to terminate is made by a majority vote of the City Commission after a duly noticed public hearing pursuant to Chapter 166, Florida Statutes. The public hearing will take place before the City issues the one hundred eighty (180) day notice called for in the next subparagraph of this Second Amendment, which amends subsection 6.2(d)(2) of the Agreement, and the City will serve notice of said public hearing to the County at least ten (10) days before said hearing.

(2) In the event the Dedicated Funding Source is insufficient to pay one hundred percent (100%) of the City's share of cost of the Commuter Rail System and the City Commission has voted to terminate for that reason, the City shall notify the County of the difference in writing, and this notice shall be a one hundred eighty (180) day notice of termination. The parties agree to meet and negotiate in good faith during the one hundred eighty (180) day notice period at a mutually acceptable time and place, and thereafter as often as is mutually deemed reasonably necessary during the one hundred eighty (180) day notice period to:

a. determine whether the scope of services can be reduced to bring the cost within the Dedicated Funding Source; or

b. agree upon an amendment to this agreement for the City to provide additional funding, which may come from any source.

If the parties cannot agree upon a reduction in scope of services or if the parties agree that the City will not provide additional funding, this Agreement, as amended, may be terminated as provided herein.

(3) Upon termination of this Agreement as set forth in this subsection and subject to a decision to do so by the Commuter Rail Commission, the City shall close the Station as a stop for commuter rail, and the City agrees and understands that the Commuter Rail System shall then cease providing services to such Station. Upon termination, except for any obligation that survives termination, the obligations of the City under the Agreement, including those at Section 5.2(b) of the Agreement, shall immediately cease. Nothing in this Agreement, including any language in this Agreement with respect to the effect of termination hereof, shall be deemed to alter or affect the title to or ownership of the structure and amenities at the rail stop, and, if this Agreement is terminated and there is a decision by the Commuter Rail Commission that the station will be closed as a stop for commuter rail, the City may use the facility for non-commuter rail purposes. Upon such termination the City hereby agrees that if a lawful demand is made by an agency of the United States Government or the State of Florida, for a repayment of some or all of the funds (including grant funds) that were provided for the construction of the commuter rail station in Winter Park, then under such circumstances the City shall indemnify and hold

harmless the County from any obligation to refund, reimburse or repay, pursuant to the terms of such grant or allocation, the subject Federal or State funds that were specifically used to construct or permit the Station and which the County has an obligation to pay back to such federal or state agency on account of such demand. Notwithstanding the foregoing, the County will allow the City to defend the County at the expense of the City with respect to such demand, if the City contends that the demand is subject to a legitimate defense or is otherwise inappropriate. However, if the City is unsuccessful in the defense against the demand for a repayment of the subject funds, then this obligation to hold harmless and indemnify shall be valid and binding upon the City of Winter Park. The obligations of the City under this subsection shall survive termination of this Agreement. It is the intention of the Parties that this indemnification provision shall be specifically limited to obligations which would not otherwise have existed had the Station not been constructed.

(4) Notwithstanding anything in this subsection to the contrary, the County may elect to fund any deficit resulting from a failure of the Dedicated Funding Source to cover one hundred percent (100%) of the City's share of cost of the Commuter Rail System from any available source other than City funds or from funds due the City, in which case this Agreement, as amended, may not be terminated by the City for such period of time as the County pays or arranges for the continuing payment of one hundred percent (100%) of the City's costs, or there is otherwise a one hundred percent (100%) Dedicated Funding Source from non-City funds and not from funds due the City. The County may dedicate as a source of payment of the City's cost of commuter rail, the same category or categories of funds due to all municipalities in the County, subject to the condition that each municipality shall contribute its pro rata share of such fund or funds for such purpose, with the effect being that the revenue source or sources shall be uniformly applied so that each municipality pays its proportionate share of each fund or funds dedicated to pay for the costs of commuter rail. This is subject further to the condition that under no circumstance will the County set off or take funds due to the City's Community Redevelopment Agency for the purpose of covering any cost of commuter rail.

(e) The parties agree that the City's financial obligation to fund commuter rail in any fiscal year, if there is no Dedicated Funding Source sufficient to cover one hundred percent (100%) of the City's costs of participation and if the City has not, for such fiscal year, terminated the Agreement because of the absence of a

one hundred percent (100%) Dedicated Funding Source, shall not exceed Three Hundred Fifty Thousand dollars (\$350,000.00) (hereinafter sometimes referred to as the "NTE" Amount) per year, subject to adjustment for inflation beginning in the first year following the expiration of the seven (7) year FDOT funding period and each year thereafter, and further subject to a prohibition against rolling-over any unused NTE Amount.

If the City has not terminated this Agreement because of the absence of a one hundred percent (100%) Dedicated Funding Source, and in such fiscal year there is a settlement of a liability claim or costs of defending or administering a liability claim such that the City's share of the costs of commuter rail, including such liability claim costs, would exceed Three Hundred Fifty Thousand dollars (\$350,000.00) during such fiscal year, then and only then the Not To Exceed Amount for such fiscal year shall be increased by an additional Two Hundred Forty-Five Thousand dollars (\$245,000.00) (subject to the requirement hereinafter provided that no portion of any unused Not To Exceed Amount in any fiscal year shall roll over into another fiscal year, nor shall any amount of the City's cost of and participation in commuter rail that exceeds the Not To Exceed Amount in any fiscal year roll over into another fiscal year). This additional amount that will be added to the Not To Exceed Amount, which is limited to years in which there are extraordinary litigation expenses or claims settlement, as defined hereinabove, and additionally the total amount shall be subject to the inflation adjustment provided in this Agreement thereafter provided.

The adjustment for inflation shall be based upon the percentage of inflation published by the United States Department of Labor for the subject year and applied to the City's actual share of the cost, but in no event shall the adjustment increase in any year exceed three percent (3%) over the City's share of the cost in the immediately preceding year. No portion of any unused Not To Exceed Amount in any fiscal year shall roll over into another fiscal year, nor shall any amount of the City's cost of participation in commuter rail that exceeds the NTE in any fiscal year roll over into another fiscal year.

(f) The failure of the City to exercise its right to terminate the Agreement in any year because there is not a one hundred percent (100%) Dedicated Funding Source sufficient to cover all of the City's share of commuter rail shall not be a waiver of the City's right at some future time to terminate if there is an absence of a one hundred percent (100%) Dedicated Funding

Source. This right to terminate is subject to the City complying with the public hearing and notice provisions provided hereinabove in this paragraph 4 of the Second Amendment, which amends subsection 6.2(d)(2) of the Agreement.

(g) Liability costs and expenses (including insurance, claims administration, costs of settlement and any other items that are costs and expenses related to claims and litigation arising out of commuter rail), are subject to and included in the Not To Exceed Amount. This provision is subject to an increase of the NTE Amount by Two Hundred Forty-Five Thousand dollars (\$245,000.00) in any fiscal year in which the City's share of the costs of commuter rail, when costs of settlement, defense or administration of a liability claim are included, exceeds Three Hundred Fifty Thousand dollars (\$350,000.00), or if there is a settlement of a liability claim in such fiscal year, as provided in Section 6.2(e) of the Agreement as amended.

The limitation imposed by the Not To Exceed Amount (including the increased amount in any year related to a liability claim), do not apply to the City's cost of defense or settlement of a lawsuit if the City is named individually as a party defendant, and where such costs are expended by the City for the purpose of the defense or settlement of such lawsuit or claim that is brought against the City as an individually named party or individually named subject of a claim.

In all other respects, Section 6.2 of Article 6 remains unchanged.

5. **Article 8 of the Agreement.** Article 8 of the Agreement, regarding "Exhibits," is hereby amended to read as follows:

Article 8. Exhibits.

The following documents are attached hereto and incorporated herein by reference as exhibits:

Exhibit A "Master Interlocal Agreement" which includes:

Appendix A Interlocal Funding Agreement for the Acquisition and Construction of the Central Florida Commuter Rail System, by and between Orange County, Osceola County, Seminole County, County of Volusia, the City of Orlando, and the Florida Department of Transportation, as amended;

Appendix B Interlocal Governance Agreement for the Creation of the Central Florida Commuter Rail Commission, by and between Orange County, Osceola County, Seminole County, County of Volusia, and the City of Orlando, as amended; and

Appendix C Interlocal Operating Agreement for the Operation of the Central Florida Commuter Rail System, by and between the Florida Department of Transportation and the Central Florida Commuter Rail Commission, as amended.

Exhibit B Preliminary Commuter Rail Cost Allocation Analysis Year of Expenditure LPA Assessment, revised June 2007.

Exhibit C Central Florida Commuter Rail Transit Station Development – Construction Estimate.

6. **New Article 10.** Article 10 is hereby added to the Agreement to read as follows:

Article 10. Intergovernmental Cooperation.

The term “Adverse Impacts from Commuter Rail” shall mean negative impacts on the City or its residents as a result of the commuter rail stop located within the City. At any time during the term of this Agreement, the City may make a determination that there are Adverse Impacts from Commuter Rail and, once such a determination is made, the City will notify the County of such Adverse Impacts from Commuter Rail in writing. Upon receipt of the City’s notice asserting Adverse Impacts from Commuter Rail, the County shall forward said notice to the Commuter Rail Commission and request the Commuter Rail Commission consider at its next reasonably available meeting options for eliminating or reducing the Adverse Impacts from Commuter Rail which are specified in the City’s notice. Solution options may include, among other things, consideration of the following options:

- (a) Allowing the City to relocate the Commuter Rail stop at its own expense;
- (b) Reducing the number of times that the commuter rail train stops in the City;
- (c) Increasing security measures;

(d) Increasing noise reduction measures and other alterations (physical and programmatic) that may substantially reduce the Adverse Impact from Commuter Rail.

(e) Modifying the number, timing, or routing of commuter rail related buses and bus traffic.

Unless the parties mutually agree to extend this deadline, the negotiations to identify options for solutions that may eliminate or reduce Adverse Impact shall be concluded within one hundred eighty (180) days following the City's notification of the County in writing of such Adverse Impacts. Except as to option (a) above (allowing the City to relocate the commuter rail stop at its own expense), if the parties identify solutions that will be at the expense of the City, the County will consider in good faith allowing some portion of the Not To Exceed Amount to be utilized for payment of the City's expenses incurred or to be incurred in ameliorating the Adverse Impact from commuter rail.

7. **Land Use.** Nothing in this Second Amendment shall be construed to amend, alter or be in derogation of any provision of Article 4 of the Agreement, and the City shall have all rights concerning its land use prerogatives as are set forth and provided for in Article 4 of the Agreement.

8. **Effective date of Second Amendment.** This Second Amendment shall take effect upon the date of approval by the City or upon the date of approval by the County, whichever date is later.

CITY OF WINTER PARK

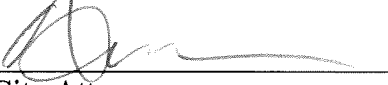
By: City Commission

By: Kenneth W. Bradley
Kenneth W. Bradley, Mayor
Date approved: 12/13/10

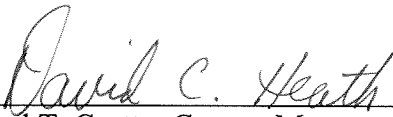
ATTEST: City Clerk

For By: Cynthia Bonham
Cynthia Bonham

Approved as to form and legality (for the use
and reliance of the City):


City Attorney

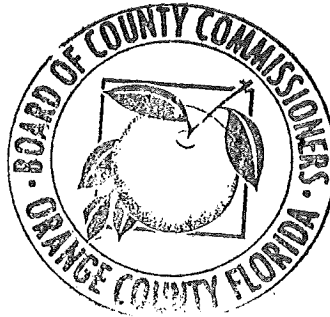
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: 
Richard T. Crotty, County Mayor

ATTEST: Martha O. Haynie, County Comptroller
as Clerk of the Board of County Commissioners

By: 
Deputy Clerk

GMGT-D-02
20101214



**item type**

Action Items Requiring Discussion

meeting date

June 26, 2024

prepared by

Charles Ramdatt, Director of Public Works

approved by

Randy Knight, City Manager

subject

Community Rating System (CRS) Program - Research and Consideration of Enrollment

motion | recommendation

Direction Regarding Enrollment In The Program

background

Following the passage of Hurricane Ian, numerous residents and business owners in the City of Winter Park have expressed heightened interest in many issues related to the prevention and mitigation of, as well as recovery from, severe storm events. Among those issues is the matter of flood insurance. A number of residents have specifically raised the issue of whether the City of Winter Park should participate in the Federal Emergency Management Agency's (FEMA's) Community Rating System (CRS) Program.

The CRS Program is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP). Communities that participate in the CRS are able to benefit from discounted flood insurance premiums based on the degree to which the communities' efforts address three specific goals of the program.

In response to the aforementioned concerns, the Winter Park City Commission directed staff to ensure a thorough review of the City of Winter Park's current stormwater and floodplain management programs and practices, compare them with the goals and actions detailed in FEMA's CRS Program, determine the administrative costs of participating in the program, assess the benefits of participating in the program, and document the number of current NFIP policy holders and their associated premium levels within the City of Winter Park.

To that end, staff enlisted the services of Continuing Stormwater Consultant, Geosyntec Consultants, Inc, to perform the requested research. Geosyntec is eminently qualified and has performed similar research, assisted with the development of a number of CRS programs, and continues to assist with the management and maintenance of many such programs.

After performing their research, Geosyntec made presentations to the Lake Killarney Board and to the Lakes and Waterways Board, and will now make the presentation (summary attached) to the Winter Park City Commission.

alternatives | other considerations

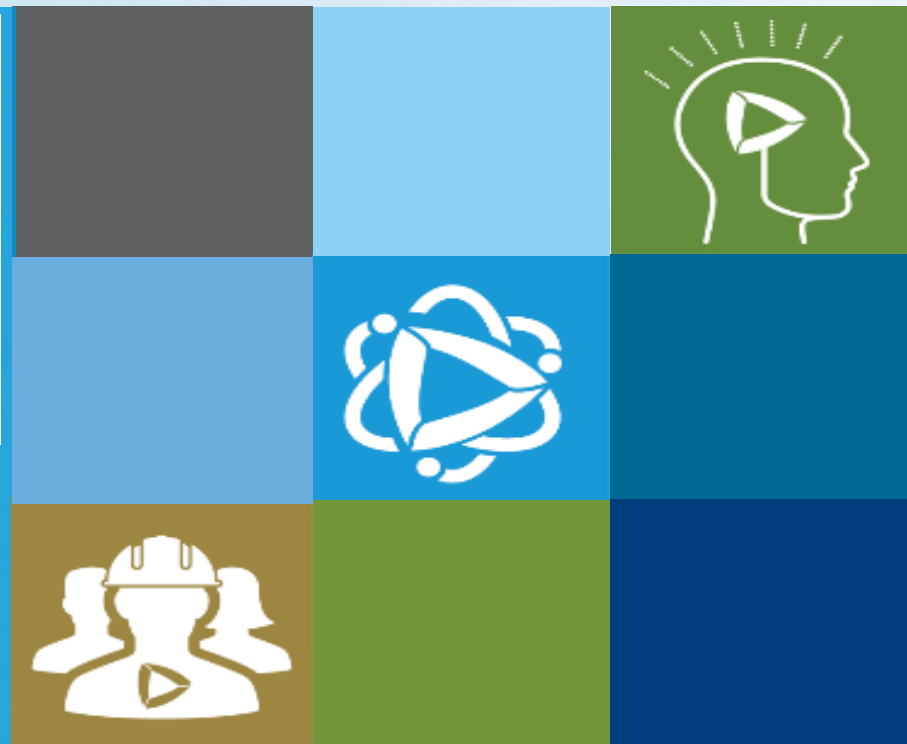
fiscal impact

attachments

1. Geosyntec's Presentation Regarding the City of Winter Park's Possible CRS Enrollment



COMMUNITY RATING SYSTEM PARTICIPATION ANALYSIS



Presentation Outline

- What is CRS?
- CRS Participation Process
- CRS Data Collection
- CRS Participation Analysis, Costs & Benefits
- Participating Neighboring Communities

What is CRS?

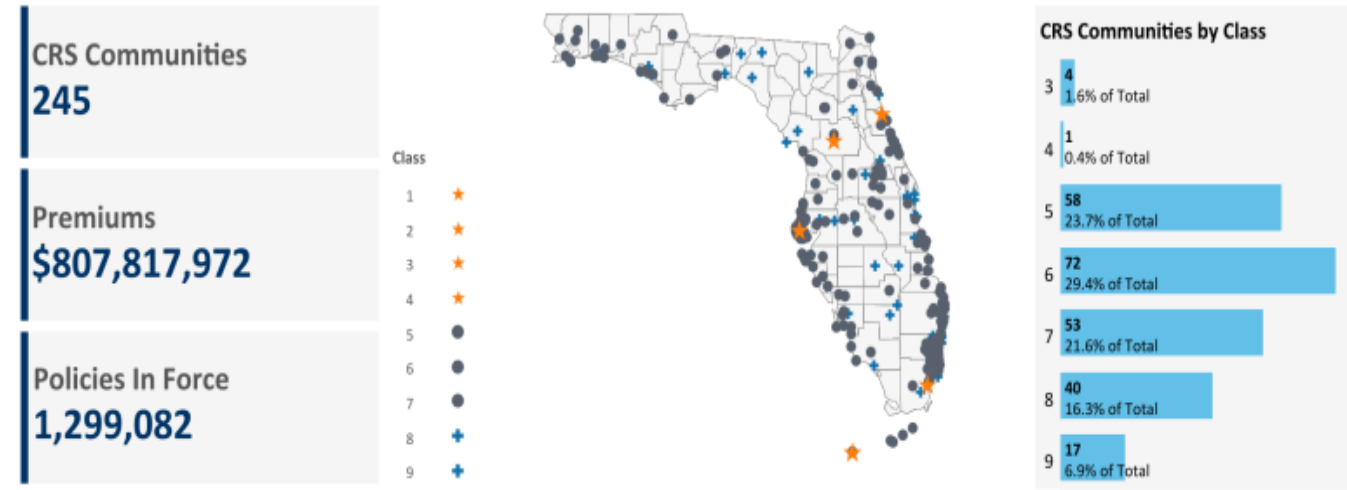
What is CRS?

- Program backed by FEMAs NFIP
- In Florida: 245 participating communities
- Benefits
- Premium Discounts participating communities
- Supports the NFIP
- Comprehensive floodplain management

The CRS in Florida

October 2023

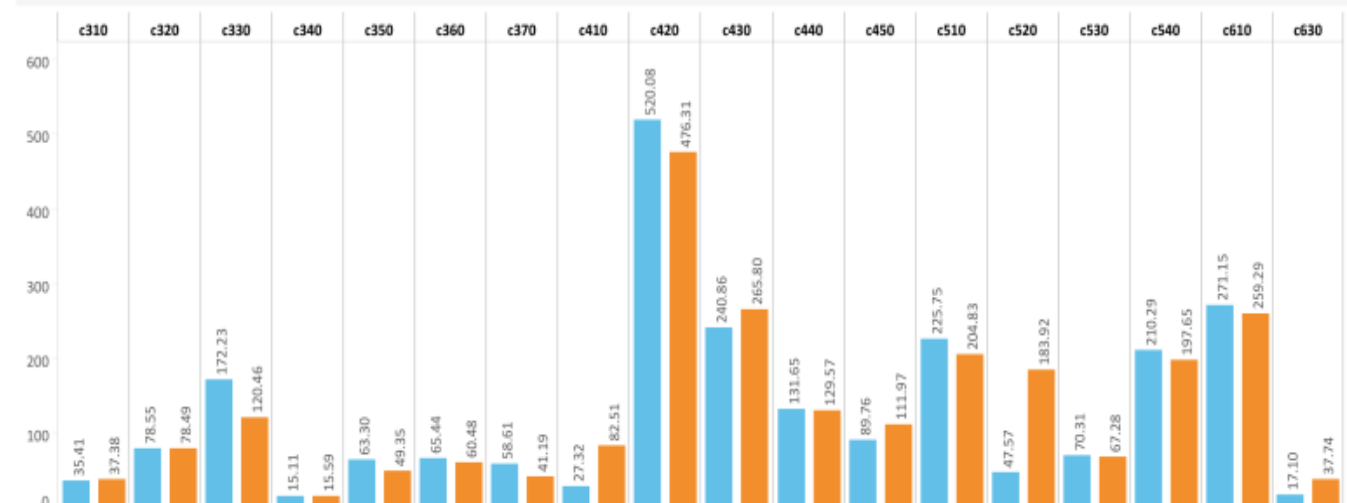
Insurance information pulled from FEMA's Community Information System



Florida vs. National

Average Credit

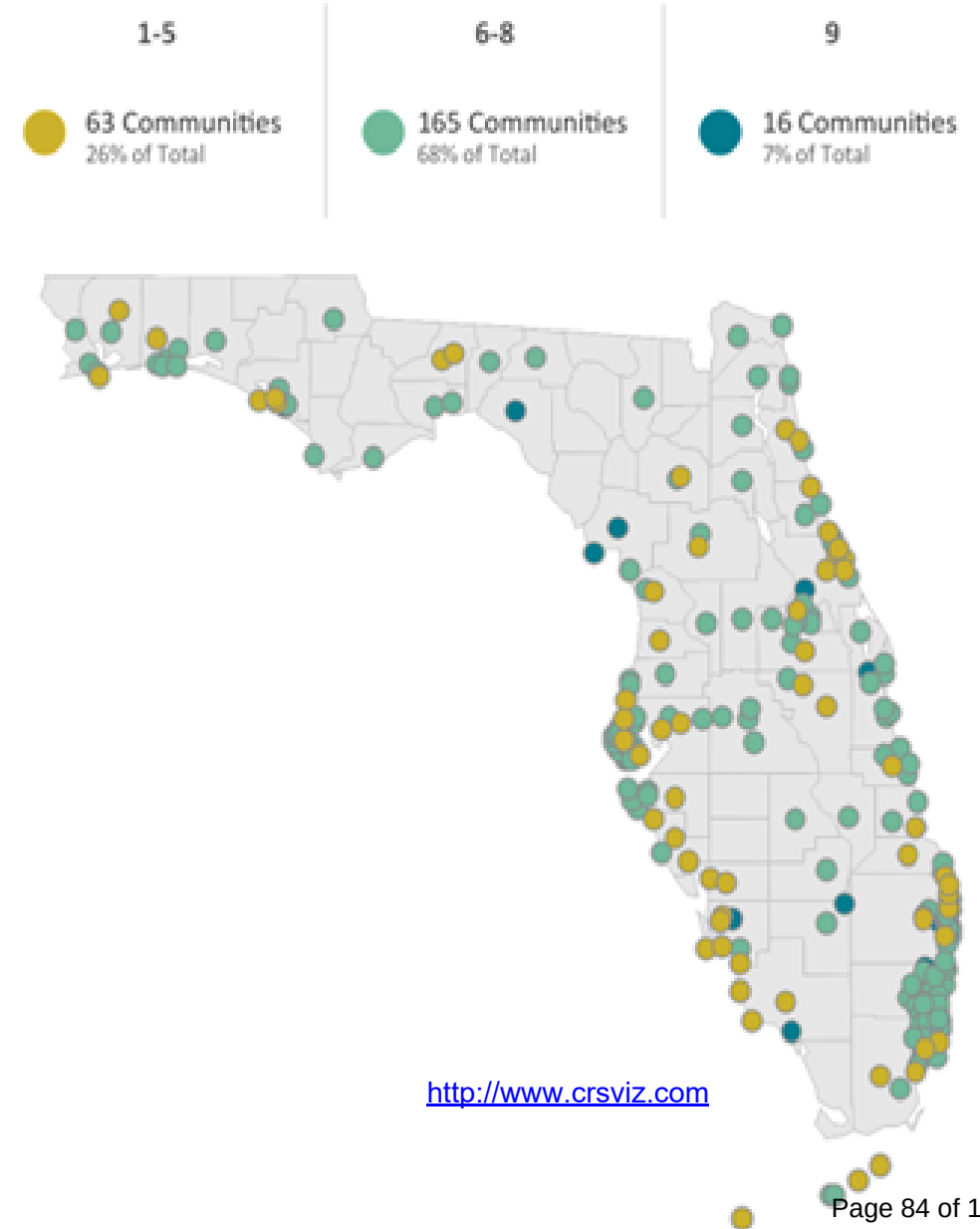
Hover for CRS Activity Glossary



What is CRS?



- Points assigned based on:
 - Relevant activities
 - Meeting metrics of the individual sub-activities
- Activity Examples:
 - Public Information
 - Mapping and Regulation
 - Flood Damages Reduction
- Participating communities' classification 1-10
- Lower classification results in a larger discount
- Per-Policy discounts 5-45% based on classification



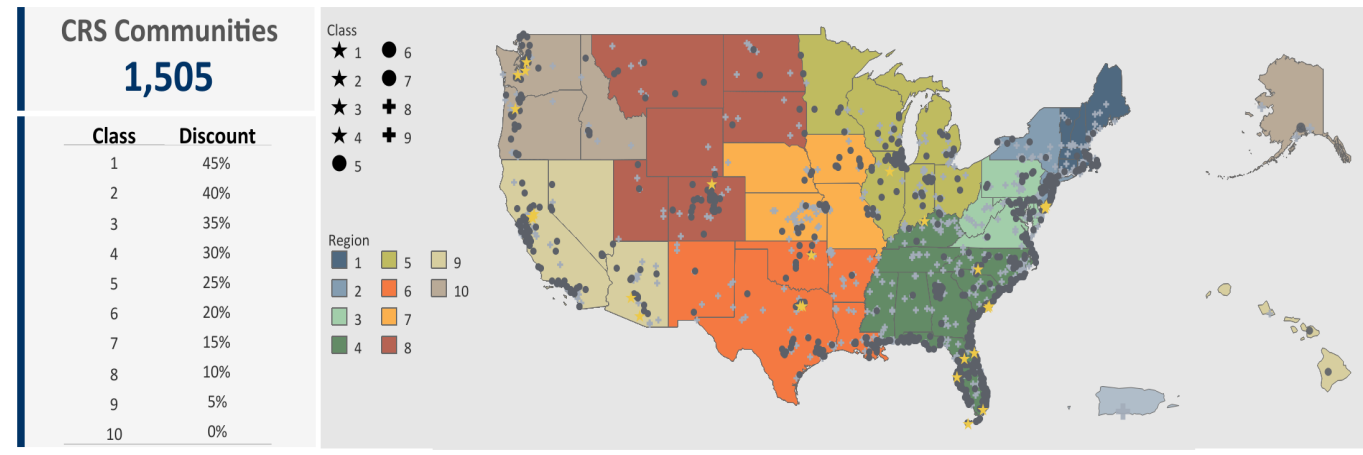
CRS Participation Process

CRS Participation Process – Initial Application

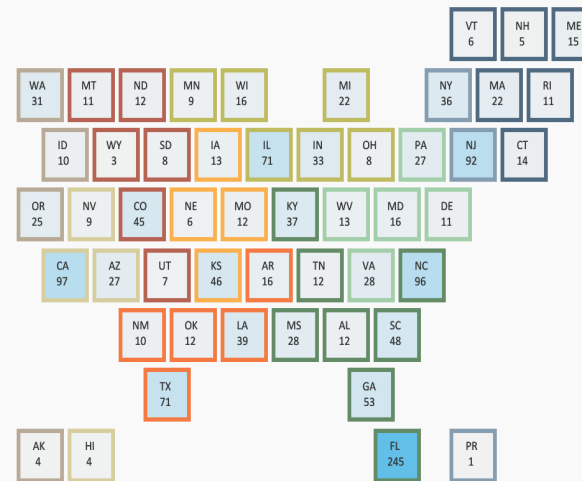
- **Initial Application/Startup**
 - Submitting a Letter of Interest
 - Community Verification Visit
- **Minimum Qualifications for Communities**
 - 500 verified credit points for Class 9
 - Part of the NFIP for at least 1 year
 - FEMA compliance – within 6 months of visit
 - Elevation Certificates for all new buildings/ substantial improvements in SFHA

Community Rating System (CRS) Participation

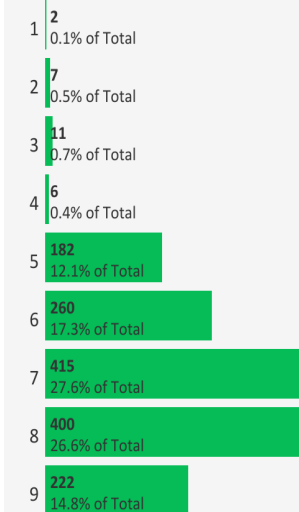
October 2023



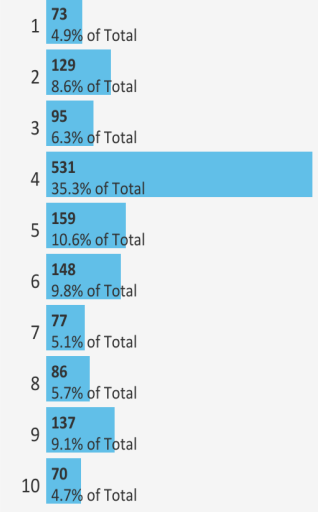
CRS Communities by State



CRS Communities by Class



CRS Communities by FEMA Region





- Annual Recertification
 - Confirm continued activity
 - Designated CRS Coordinator to manage CRS-related activities
 - Collaboration with Resource Specialist
 - Annual Recertification
 - Elevation Certs/ Floodproofing Certs, Engineered Opening Certs Reviews
- Verification Cycle (3-5 years)
 - Activities comply with CRS requirements
 - Flood protection projects
 - Drainage system maintenance
 - Environmental, and historic requirements
 - 5 years - class rating between 5 and 9
 - 3 years - class rating between 1 and 4

CRS Data Collection



- Data to establish current activities:
 - Estimating achievable points/ CRS score
 - Level of effort of the City
- Interviews with City staff
 - Building and Permitting
 - Communications
 - Emergency Management
 - Natural Resources & Sustainability
 - Public Works & Transportation
- Online Sources (FEMA, FDEM, SERT)

Special thanks to the staff who contributed to this effort: **Randy Knight, Michelle del Valle, Shannon Monahan, Charles Ramdatt, Don Marcotte, Gloria Eby, Gary Hiatt, Clarissa Howard, Anthony Braish**

Participation Analysis, Costs & Benefits



- Point Ranges were established through determining current activities
 - Interview responses
 - Estimated level of activity
 - Analysis of points achieved by other communities
 - Historic information and statistics
 - % of communities achieving points
 - % of points achieved by a community

Table 1: Winter Park Estimated Points by Activity (March 2024)

Activity Code	Activity Name	Maximum Credits Possible	Average Points Earned	Winter Park Estimated Point Range
300	Public Information Activities			
310	Elevation Certificates	116	36	35–40
320	Map Information Service	90	78	60–65
330	Outreach Projects	350	87	50–55
340	Hazard Disclosures	80	15	0
350	Flood Protection Information	125	48	30–35
360	Flood Protection Assistance	110	59	0–5
370	Flood Insurance Promotion	220	40	0
400	Mapping and Regulations			
410	Flood Hazard Mapping	850	78	40–45
420	Open Space Preservation	2,870	471	335–340
430	Higher Regulatory Standards	2,462	272	140–145
440	Flood Data Maintenance	222	127	85–90
450	Stormwater Management	755	110	105–110
500	Flood Damage Reduction Activities			
510	Flood Management Planning	762	197	180–185
520	Acquisition and Relocation	2,250	176	0
530	Flood Protection (Elevating and Floodproofing Buildings)	1,600	64	0
540	Drainage System Maintenance	470	203	280–285
600	Warning and Response			
610	Flood Warning and Response	365	266	95–100
620	Levees*	235	111	0
630	Dams*	160	38	0
	Total	14,092	2,476	1,435–1,495

*Levees and Dams do not apply to the City.

Flood Insurance Premium Benefits



- Points Range: 1,435 – 1,495
- Based on current City activities: CRS Classification Class 8
- 10% premium discount
- 388 NFIP Policies = \$230k Annual Premiums
 - \$23k in premium savings per year
 - Average annual savings per policy - \$59
- Increasing Future Savings
 - Flood insurance premiums are expected to increase (Risk Rating 2.0)
 - Total number of residents that choose to become insured is expected to increase

Table 2: CRS Credit Points, Classes, and Premium Discounts (FEMA: March 2024)

CRS Credit Points	CRS Class	CRS Discount (Premium Reduction)	Total Discount
4,500+	1	45%	\$103,500
4,000–4,499	2	40%	\$ 92,000
3,500–3,999	3	35%	\$ 80,500
3,000–3,499	4	30%	\$ 69,000
2,500–2,999	5	25%	\$ 57,500
2,000–2,499	6	20%	\$ 46,000
1,500–1,999	7	15%	\$ 34,500
1,000–1,499	8	10%	\$ 23,000
500–999	9	5%	\$ 11,500
0–499	10	0	-

These figures are based on the estimated points the City could receive upon participation in the program. Additional activities could improve this score. The potential for improvements was not evaluated.



- Initial verification or 5-year full verification, each
 - 325-375 hours of City staff time, -or-
 - \$55k -\$60k in consultant fees
 - Annualized costs: ~ \$12k - \$15k
- Annual recertification, preparation and submission
 - City's CRS Coordinator = 60-80 hours

Not a simple Cost analysis:

Over time, it is expected that the City's CRS Coordinator will increase efficiency and streamline certain tasks associated with their role, which should reduce effort. However, the City may also seek to improve its score by engaging in additional activities, resulting in additional time commitment and fees

Scope Breakdown (Initial & 5 Year Full Verification)

- Organize Documentation
- In-depth Interviews
- CRS Evaluation Report
- Prepare Documents
- Develop Internal Tracking
- Verification Visit
- Follow-up Documentation

Neighboring Communities

Participating Neighboring Communities



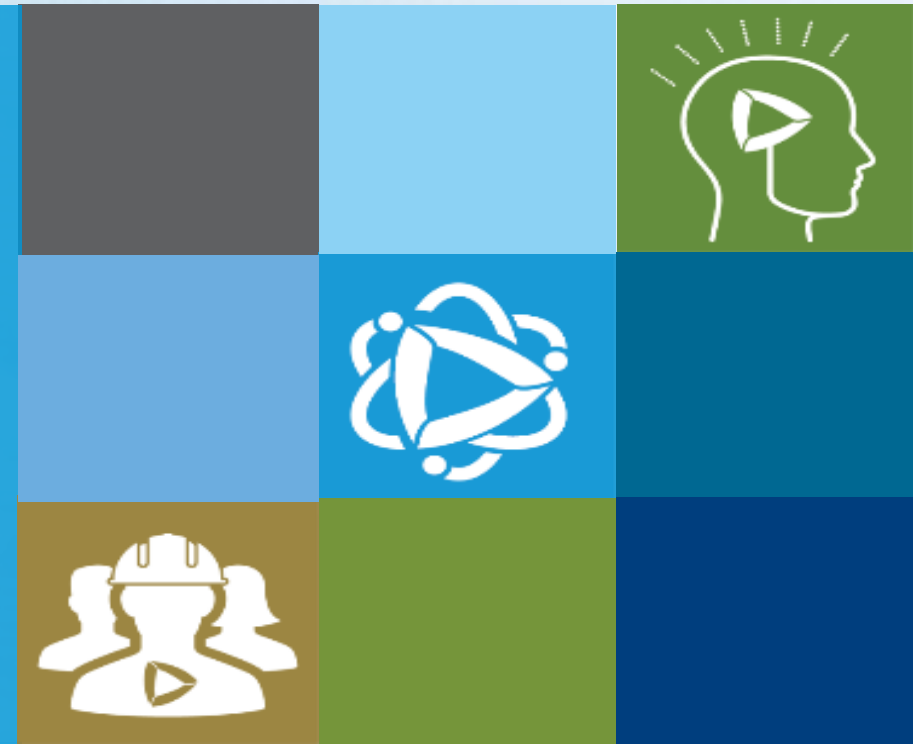
- Both larger and smaller communities participate
- Highest Rating: 5 (25% Discount)
 - Lake Mary & Orange County
- Lowest Rating: 8 (10% Discount)
 - Apopka & Casselberry
- Number of insurance policies
 - Lowest: 155 (Lake Mary)
 - Highest: 5,601 (Orange County)

Table 3: Neighboring Communities CRS Participation (FEMA: April 2022)

Community Name	Population	CRS Score	% Discount	CRS Entry Date	Total Number of Policies	Total Premium	Estimated Annual Savings
Orange County	1423000	5	25%	10/1/1991	5601	\$2,627,917	\$ 656,979
Orlando	309000	6	20%	10/1/1993	1665	\$841,306	\$ 168,261
Apopka	55000	8	10%	10/1/1993	159	\$90,412	\$ 9,041
Seminole County	470000	6	20%	10/1/1991	2668	\$1,436,488	\$ 287,298
Altamonte Springs	45000	7	15%	10/1/1994	399	\$186,992	\$ 28,049
Casselberry	29000	8	10%	10/1/2019	195	\$114,155	\$ 11,416
Lake Mary	17000	5	25%	10/1/2009	155	\$77,906	\$ 19,477
Sanford	61000	7	15%	10/1/2016	397	\$200,225	\$ 30,034
Winter Springs	38000	6	20%	10/1/1993	428	\$264,281	\$ 52,856



Questions?



Ahmed Hamed, PE, CFM – Senior Engineer
Ahmed.Hamed@geosyntec.com

12802 Tampa Oaks Blvd, Suite 151
Tampa, FL 33637
813.379.4385



Data Collected

- Elevation Certificates (EC)
- Letter of Map Amendments (LOMA)
- Flood Insurance Study (FIS)
- Stormwater Management Plans
- Past Capital Improvement Plans (CIP)
- FIRM Panels
- CIP 5-year plan
- Ordinance Information
- Building Codes & Standards
- Communication Information (Hurricane, Outreach, Education, etc.)
- Community Insurance Policy Information
- Geographic Data/ Maps
 - Structure Footprint
 - Green space
 - Special Flood Hazard Areas (SFHA)
 - Parcels
 - City Boundary
 - Topographic Data
- Hurricane Ian Damage Assessment
- Interim Adaptive Flood Management Guide

**item type**

Public Hearings: Quasi-Judicial Matters

meeting date

June 26, 2024

prepared by

Jeffrey Briggs

approved by

Randy Knight, City Manager

subject

Request of Verax Lakemont, LLC for: Conditional Use approval to construct a two-story, 17,626-square foot medical office building on the vacant 1.213 acres of properties at the northwest corner of Aloma and Lakemont Avenue including the properties listed as 1851/1861/1871 Aloma Avenue and 443/453 N. Lakemont Avenue, zoned Office (O-2) and Parking Lot (PL) districts.

motion | recommendation

The Planning and Zoning Board and Staff recommend approval with four conditions of approval:

1. That the parking spaces along the western edge of the building be shortened in length from 20 feet to 18 feet (18 feet is code) in order to shift the building 2-feet to the west to allow 5-feet of landscape area up against the eastern wall of the building.
2. That the right-of-way dedications described above be made prior to the certificate of occupancy for the building and that, in the interim until the road is widened, the applicant landscape and maintain such areas.
3. That the property owner will grant the City a cross-access easement, to ensure cross access to adjacent properties is available for future redevelopment to the west.
4. That there be a six-foot wall made of stone, concrete, or masonry along the northern property lines to provide an appropriate buffer to the residential properties.

background

Verax Lakemont LLC is requesting Conditional Use approval to build a new 2-story, 17,626-square-foot medical office building on the vacant 1.213 acres located at the northwest corner of Lakemont and Aloma Avenues. This property has been vacant for 20+ years in the ownership of Fifth Third Bank and has just recently been sold to Verax Lakemont LLC in February 2024. The property is all zoned Office (O-2) except for a small parcel directly behind the adjoining three homes on Edwin Blvd. which is zoned Parking Lot (PL). This PL zoning was done to guarantee that only a surface parking lot could be developed directly behind those homes and not an office building.

Development Proposal: The site plan shows the new office building up front at the street

corner with the parking to the west and north. Initially, the building was proposed right at the hard corner. However, the Urban Forestry staff surveyed the site and determined that the existing live oak tree directly at the corner of Lakemont and Aloma Avenues was in good health and should be saved. As a result, the site plan was modified to preserve that live oak tree and also another live oak on the property line adjacent to the home at the northwest corner of this site. The City Code provides a parking credit for these circumstances of tree preservation, which in this case is the difference of 4 spaces. Otherwise, the project meets the medical office parking requirement for one space for each 200 sq. ft. of gross building area or 5 per 1,000 sq. ft.

The project meets the building height permitted in the office (O-2) zoning of two-stories, 30 feet to the rooftop and a 5-foot parapet wall around the flat roof. There is an architectural tower element which also functions as an elevator tower that is allowed to be up to 40 feet in height. The applicant is requesting an additional 3 feet in order to add to the architectural interest of the building. Stormwater retention will be via underground exfiltration designed to meet the City Code and St. Johns WMD to hold 2-inches of runoff and allow inspection and maintenance for continued effectiveness. Building and parking setbacks, floor area ratio, impervious coverage, and landscaping detail all meet code. There is a site lighting plan with photometrics provided. The pole height with fixtures is a maximum of 16 feet, per Code, with lighting fixtures that direct all the light downward with no spread or glare onto the adjacent properties. The photometrics show no more than one-half foot candle of light on the property lines.

A landscape plan has also been provided to meet the code that includes seven new live oak trees, three new magnolia trees, hedge material to screen parking, and significant plantings in the 10-foot landscape area between the parking spaces and adjacent residential properties to screen their views of the site. There are already wood and vinyl fences along the northern property line of the site that belong to the residential properties. The applicant will be required to construct a new six-foot block masonry wall on the shared property lines with the adjacent homes.

Traffic Circulation: The site plan shows a right turn in/right turn out for the driveway on Aloma Avenue which are the only movements possible due to the center lane median on Aloma Avenue. The driveway on Lakemont Avenue is located as far north as possible for separation from the intersection and to allow left turns in and out of the property. There are times of the day, however, when the queue of vehicles (especially in the Lakemont left turn lane) make it impossible to exit or enter that left turn lane or left turn into the site. The long-term goal of the City is to improve the intersection at Lakemont/Aloma by providing double left turn lanes from Lakemont Avenue (traveling south) onto Aloma Avenue (traveling eastbound). To make that happen, additional land for right-of-way is needed along Lakemont Avenue from this project. Along the eastern building length, this project is providing 9-feet of added right-of-way, and north of the building 7-feet is being provided, and at the corner clip 13-feet, in order to have land for the travel lanes and wider sidewalks. Along the eastern building length, that leaves 5-feet for building edge landscaping.

Architectural Design: The staff understands that this is at a very prominent gateway entrance location where architectural design is important. The developer is providing a variety

of architectural elements and surfaces in order to achieve architectural interest. The applicant will explain these design features in more detail at our public hearing.

alternatives | other considerations

fiscal impact

attachments

1. Map and Aerial
2. Colored site plan and building elevations
3. Site Plan showing road dedications
4. Site Landscape plans 5-6-24
5. Site lighting plan 4-1-24
6. Civil Engineering Plans 5-5-24

OCA Web Map

- Florida Turnpike
- Interstate 4
- Toll Road

- Major Roads
- Public Roads
- Gated Roads
- Road Under Construction

- Proposed Road
- Brick Road
- Block Line
- Lot Line

- Residential
- Agriculture
- Commercial/Institutional
- Governmental/Institutional/Misc

- Commercial/Industrial/Vacant Land
- Agricultural/Cutlidge
- Hydro
- Waste Land

- Parks
- Lakes and Rivers
- Building
- Block Number

6 Lot Number

06060 Parcel Number

3106 Parcel Address

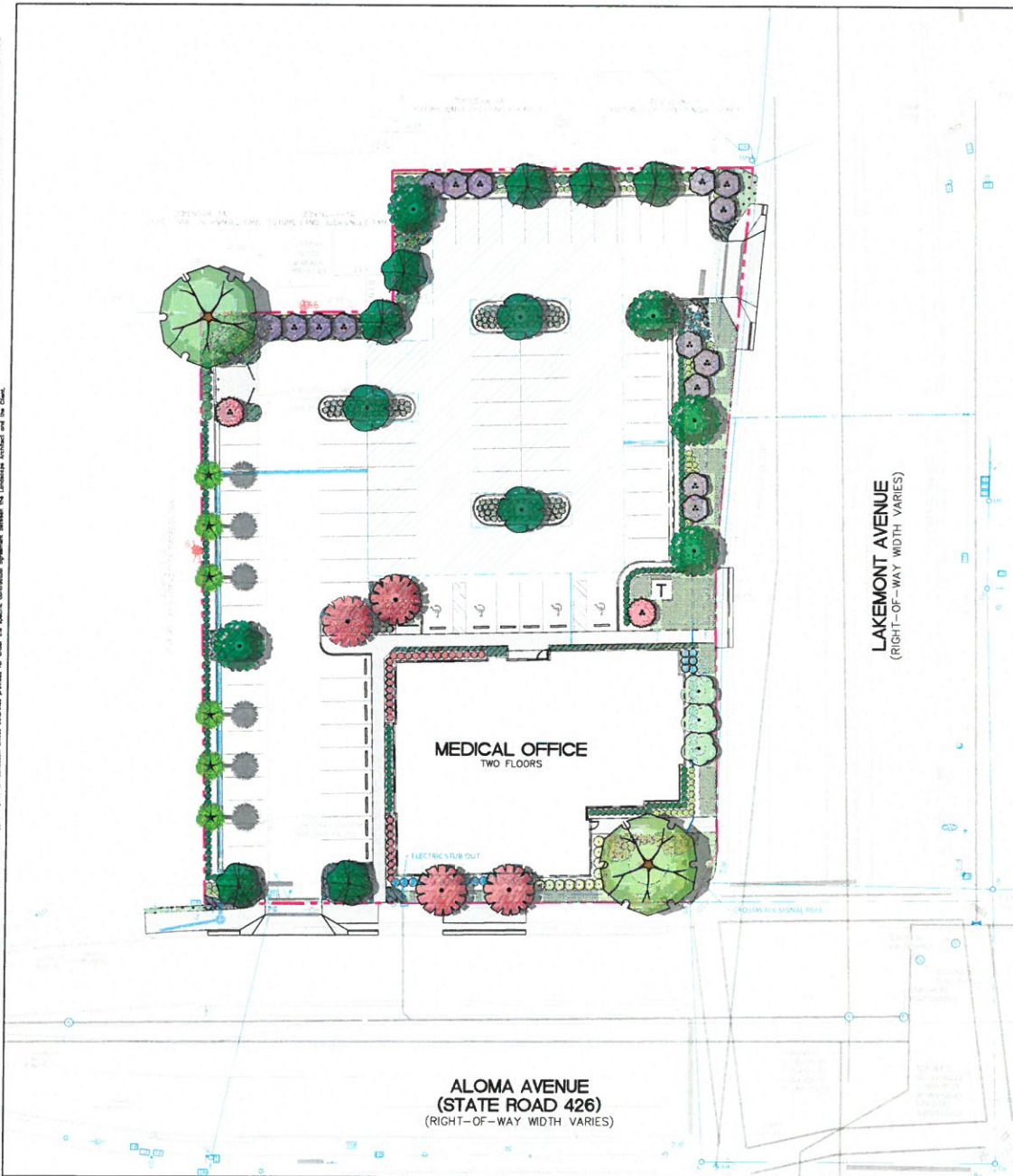
111.9 Parcel Dimension



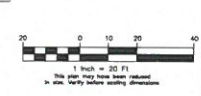
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5/14/2024 4:18:03 PM

C:\My Drive\Projects\VERAX LAKEMONT\05 2024\Landscaping\0501 Landscape Set COLOR.dwg



PLANT SCHEDULE		
SYMBOL	CODE	BOTANICAL / COMMON NAME
ACCENT TREES		
	CLU ROS	CLUSIA ROSEA PETCH APPLE
EXISTING TREES		
	EXI TRE	QUERCUS VIRGINIANA SOUTHERN LIVE OAK
SHADE TREES		
	MAG BLA	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD' TM SOUTHERN MAGNOLIA
	QUE VER	QUERCUS VIRGINIANA SOUTHERN LIVE OAK
UNDERSTORY TREES		
	CAL VIM	CALLISTEMON VIMINALIS WEeping BOTTLE BRUSH
	ELA DEC	ELAEODENDRUM DECIPRENS TM JAPANESE BLUEBERRY TREE
	HAN HEP	HANDORANTHUS HEPTAPHYLLUS PINK TRUMPET TREE
	LAG MUS	LAGERSTROEMIA X 'MUSKOGEE' LAVENDER CRAPE MYRTLE
	LAG NAT	LAGERSTROEMIA X 'NATCHEZ' WHITE CRAPE MYRTLE-STANDARD
PALM TREES		
	LIV CHI	LIVISTONA CHINENSIS CHINESE FAN PALM
SHRUBS		
	ALP VAR	ALPHEA TERUBREY 'VARIEGATA' VARIEGATED SHELL GINGER
	ILE STD	ILEX VOMITORIA 'STOKES DWARF' DWARF YALPOON
	PLU IMP	PLUMBAGO AURICULATA 'IMPERIAL BLUE' PLUMBAGO
	POD PRJ	PODOCARPUS MACROPHYLLUS 'PRINGLES' PRINGLES DWARF YEW
	POD MAK	PODOCARPUS MACROPHYLLUS 'MAKI' DWARF YEW
	RHO PAS	RHOODODENDRON ORBICULUM 'FASHION' FASHION AZALEA
	SCH TRE	SCHEREREA ARBORESCENS 'FRIJOLETTE' SCHEREREA
	STR REG	STRELITZIA REGINAE BIRD OF PARADISE
	VIB ODO	VIBURNUM ODORATISSIMUM SWEET VIBURNUM
	ZAM PUM	ZAMIA PUMILA COONTIE
VINE		
	FSC CRE	FICUS PUMILA CREEPING FIG
GROUND COVERS		
	LIR GOD	LIRIOPE MUSCARI 'EMERALD GODDESS' EMERALD GODDESS LILYTUFF
	TRA ASI	TRACHELOSPERUM ASIATICUM 'NEMO' DWARF ASIAN JASMINE
SOD		
	PAS ARG	PASPALUM NOTATUM 'ARGENTINE' BAHIA GRASS
	STE AUG	STENOTAPHRUM SECUNDATUM 'FLORITAM' FLORITAM ST. AUGUSTINE SOD



MD MagleyDesign
Landscape Architecture
Site Planning
Project Management
3871 Aloma Ave., Winter Park, FL 32789
(407) 947-1414

Lead

Mary Katherine Magley
State of Florida Lic. No.: LA 0001375

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED	5/14/2024

VERAX AT LAKEMONT
3871 Aloma Ave., Winter Park, FL
Dr. J. J. Miller

CONCEPTUAL PLANTING PLAN

CONSTRUCTION PLANS

PROJECT NUMBER: 2024-001
DATE: FEBRUARY 25, 2024
DRAWN BY: MD
CHECKED BY: MD

SCALE AS INDICATED

L1



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A Stratus Team Company

A.4



 **ZYSCOVICH**
A Stratus Team Company

A.4.5



 **ZYSCOVICH**
A Stratus Team Company

A.5



 **ZYSCOVICH**
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A.5.5



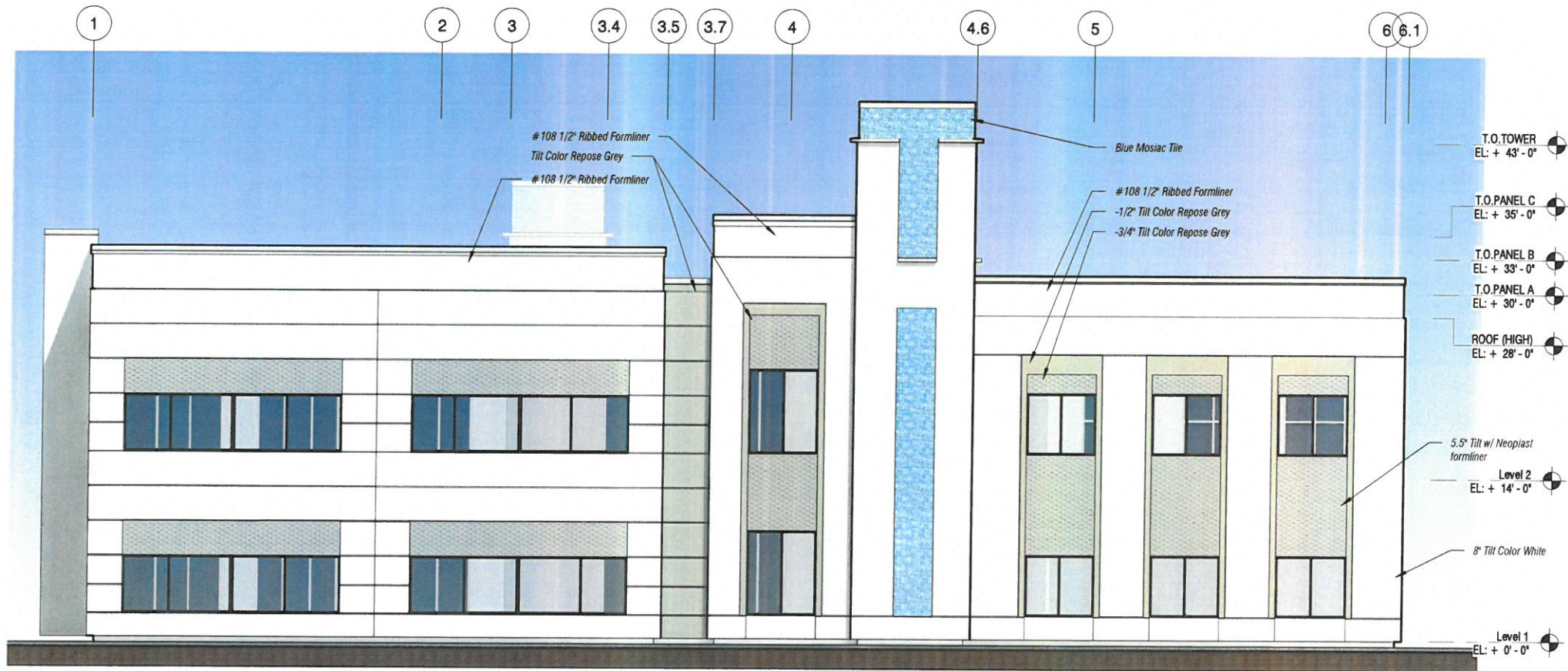
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SOUTH ELEVATION Opt 1

1/8" = 1'-0"

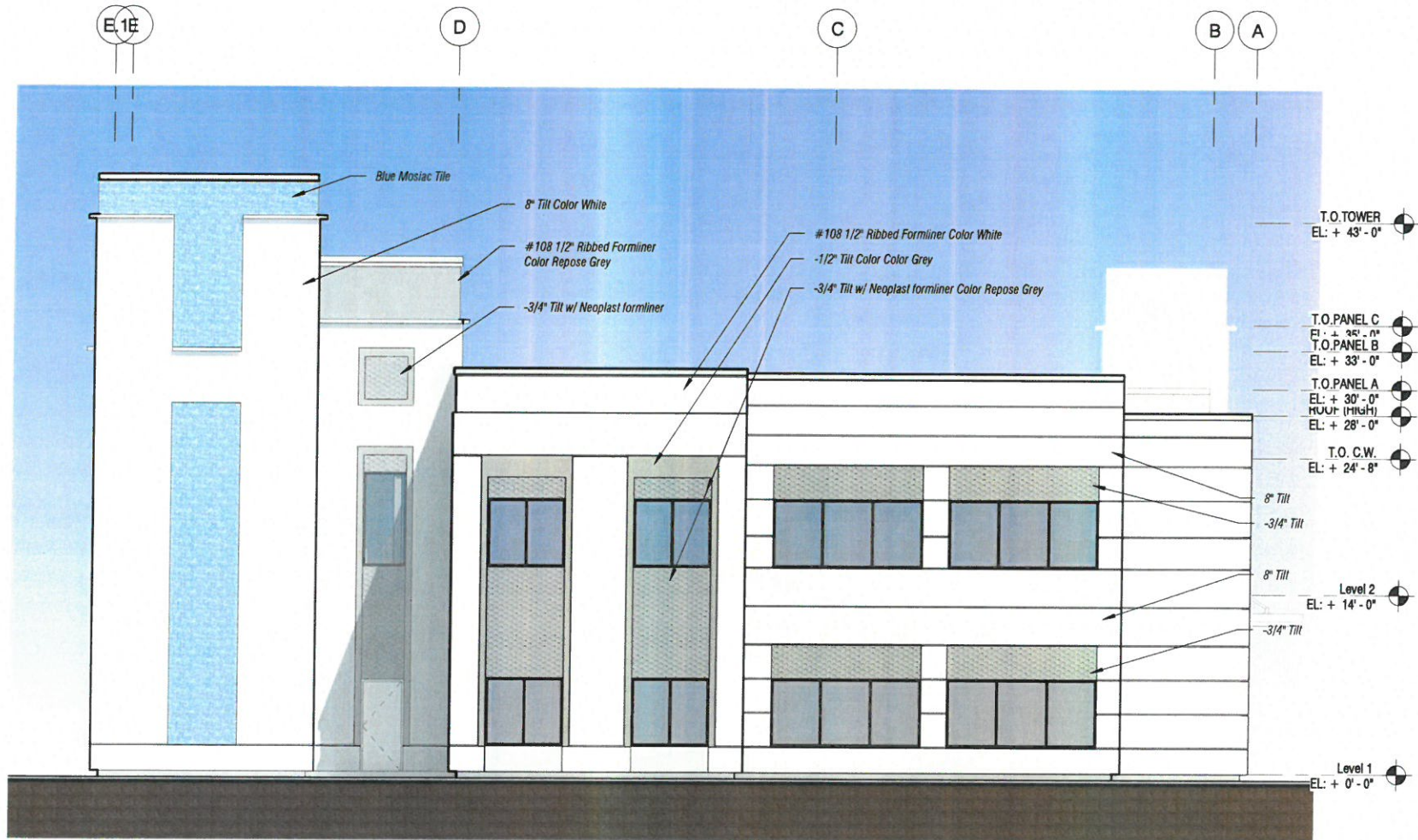
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www.zyscovich.com

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EAST ELEVATION Opt 1

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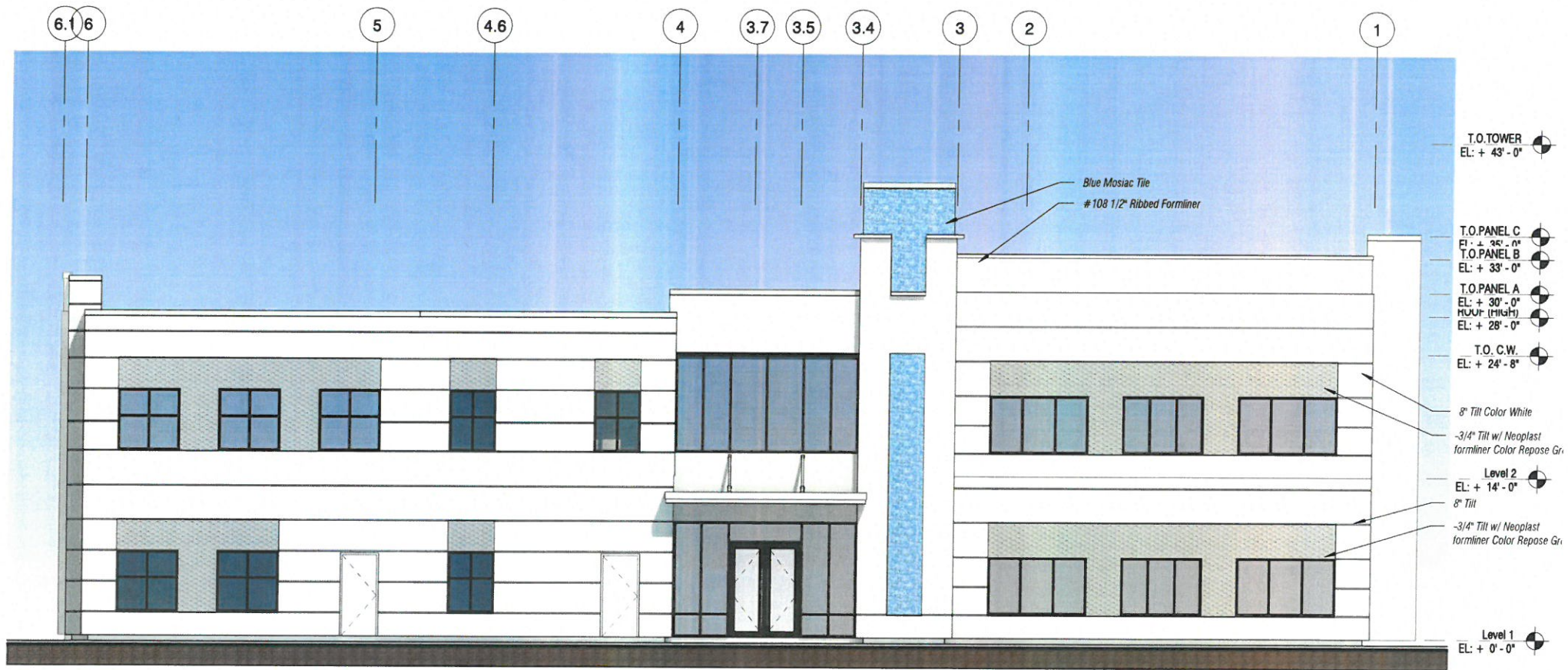
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NORTH ELEVATION Opt 1

1/8" = 1'-0"

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WEST ELEVATION Opt 1

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04/29/2024

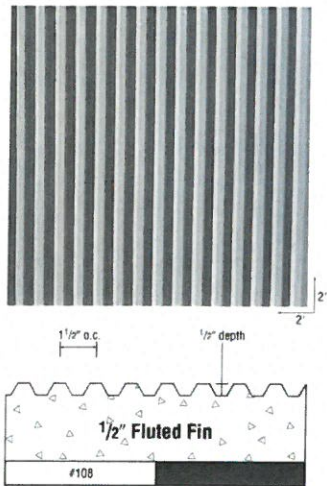
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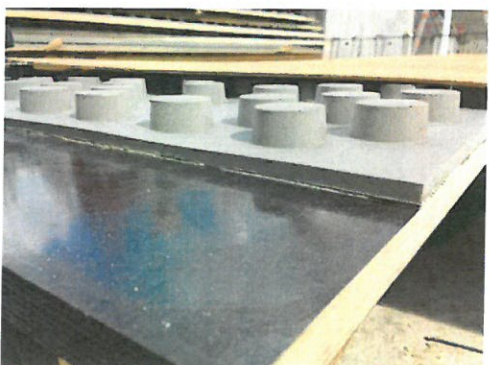
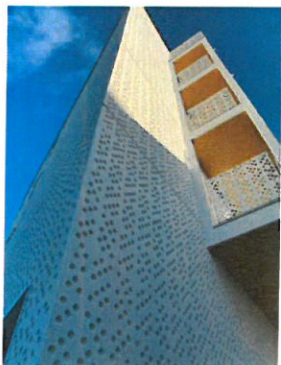
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A11

MATERIALS
FORM LINERS

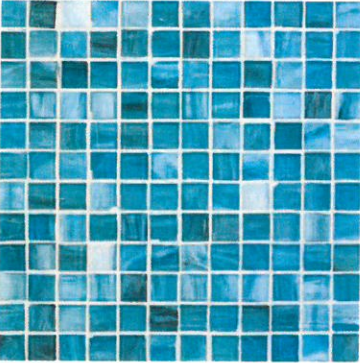


SCOTT #108 1/2" RIBBED LINER
<https://www.scottsystem.com/concrete-formliners/urethane/textures/flute/108-fluted-fin-1-2%E2%80%B3/>



NOE-Schaltechnik
<https://www.bft-international.com/en/artikel/details-make-the-difference-form-liners-in-comparison-3983217.html>

MOSIAC TILE



VIHARA 1 x 1 VINYASA SILK

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MATERIALS LEGEND

12" = 1'-0"

04/29/2024

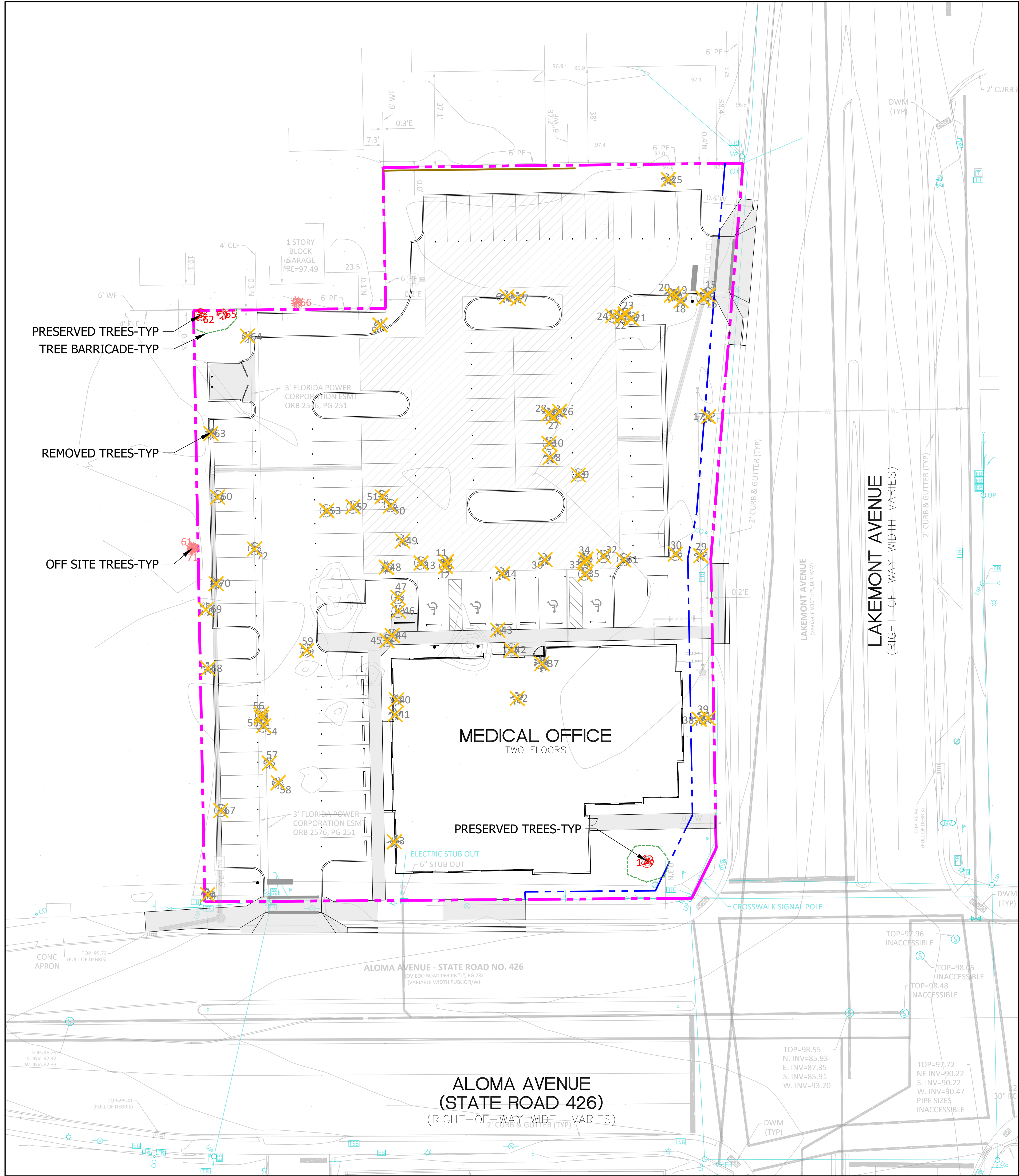
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A3

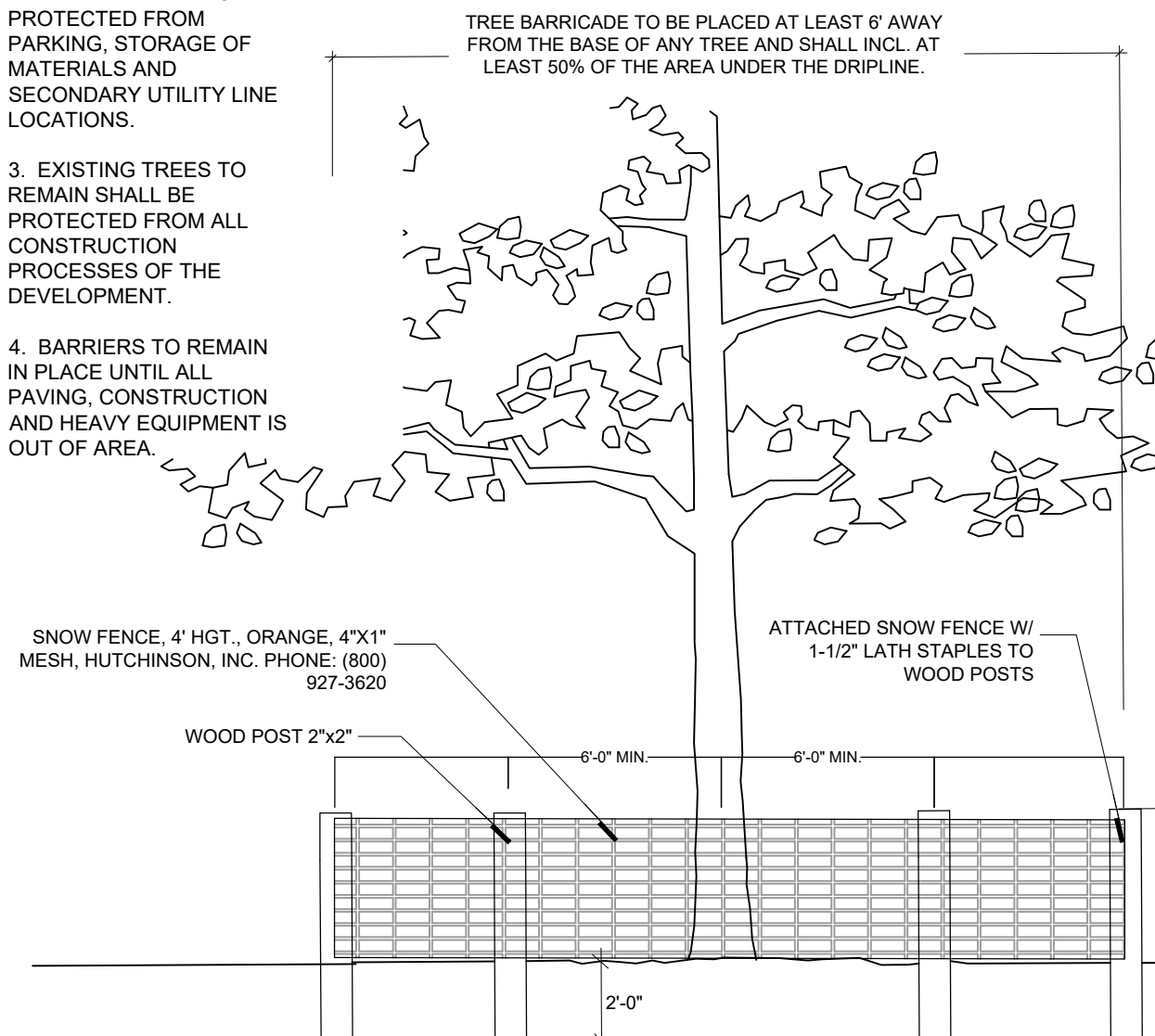
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VERAX LAKEMONT TREE LIST				02.18.2024
ID	SIZE	TYPE	NOTES	
TREES TO REMAIN				
65 -	9"	UNIDENTIFIED TREE		
62 -	21"	OAK		
1 -	28"	OAK		
TREES REMOVED				
55 -	7"	OAK	EXEMPT FROM REPLACEMENT	
56 -	7"	OAK	EXEMPT FROM REPLACEMENT	
33 -	8"	OAK	EXEMPT FROM REPLACEMENT	
34 -	8"	OAK	EXEMPT FROM REPLACEMENT	
47 -	9"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
13 -	10"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
44 -	10"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
27 -	11"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
21 -	12"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
22 -	12"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
23 -	12"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
24 -	12"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
31 -	12"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
10 -	13"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
15 -	13"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
16 -	13"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
32 -	13"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
72 -	13"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
35 -	14"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
51 -	14"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
12 -	15"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
9 -	16"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
50 -	16"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
54 -	16"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
42 -	18"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
46 -	18"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
52 -	18"	OAK	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
30 -	24"	OAK	2-3" DBH TREES REQUIRED FOR REPLACEMENT	
53 -	24"	OAK	2-3" DBH TREES REQUIRED FOR REPLACEMENT	
45 -	28"	OAK	2-3" DBH TREES REQUIRED FOR REPLACEMENT	
67 -	33"	OAK	2-3" DBH TREES REQUIRED FOR REPLACEMENT	
60 -	36"	OAK	2-3" DBH TREES REQUIRED FOR REPLACEMENT	
3 -	19"	PINE	2-3" DBH TREES REQUIRED FOR REPLACEMENT	
20 -	8"	PALM	EXEMPT	
49 -	8"	PALM	EXEMPT	
28 -	10"	PALM	EXEMPT	
29 -	11"	PALM	EXEMPT	
11 -	12"	PALM	EXEMPT	
14 -	12"	PALM	EXEMPT	
19 -	12"	PALM	EXEMPT	
36 -	12"	PALM	EXEMPT	
38 -	12"	PALM	EXEMPT	
39 -	12"	PALM	EXEMPT	
41 -	12"	PALM	EXEMPT	
68 -	12"	PALM	EXEMPT	
8 -	13"	PALM	EXEMPT	
17 -	13"	PALM	EXEMPT	
26 -	13"	PALM	EXEMPT	
43 -	13"	PALM	EXEMPT	
6 -	14"	PALM	EXEMPT	
7 -	14"	PALM	EXEMPT	
2 -	15"	PALM	EXEMPT	
18 -	15"	PALM	EXEMPT	
37 -	15"	PALM (DEAD)	EXEMPT	
25 -	18"	PALM	EXEMPT	
4 -	24"	PALM	EXEMPT	
69 -	9"	CHERRY LAUREL	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
59 -	12"	CHERRY LAUREL	2-3" DBH TREES REQUIRED FOR REPLACEMENT	
70 -	12"	CHINABERRY	EXEMPT	
66 -	14"	2-7" CHINABERRY	EXEMPT	
61 -	9"	CAMPHOR	EXEMPT	
40 -	10"	CAMPHOR	EXEMPT	
71 -	10"	CAMPHOR	EXEMPT	
63 -	14"	2-7" CAMPHOR	EXEMPT	
48 -	20"	2-10" CAMPHOR	EXEMPT	
58 -	7"	UNIDENTIFIED TREE	EXEMPT	
5 -	9"	UNIDENTIFIED TREE	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
64 -	9"	UNIDENTIFIED TREE	1-3" DBH TREE REQUIRED FOR REPLACEMENT	
57 -	14"	2-7" UNIDENTIFIED TREE	1-3" DBH TREE REQUIRED FOR REPLACEMENT	

34 TREES PROPOSED TO BE REMOVED
41 3" CAL TREES REQUIRED FOR REPLACEMENT OR 123" @ (3" CAL MIN.)

- NOTES:
1. BARRIER SHALL BE ERRECTED PRIOR TO ANY WORK IN GERNERAL AREA OF TREES TO BE PROTECTED.
 2. TREES AND CLUSTER OF TREES SHALL BE MARKED AND PHYSICALLY PROTECTED FROM PARKING, STORAGE OF MATERIALS AND SECONDARY UTILITY LINE LOCATIONS.
 3. EXISTING TREES TO REMAIN SHALL BE PROTECTED FROM ALL CONSTRUCTION PROCESSES OF THE DEVELOPMENT.
 4. BARRIERS TO REMAIN IN PLACE UNTIL ALL PAVING, CONSTRUCTION AND HEAVY EQUIPMENT IS OUT OF AREA.



1 TREE PROTECTION DETAIL
1/2" = 1'-0"

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REQUIRED BY FLORIDA STATUTE 553.851
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Landscape Architecture
Site Planning
Project Management
18174 W. 1st Ave., Suite 100, Winter Park, FL 32789-1000
Digitally signed by MARY K MAGLEY
Date: 2024.05.06
21:06:26
Mary Katherine Magley, P.L.A. 0001375
State of Florida Lic. No.: LA 0001375
04'00"

REVISIONS

REVISION NUMBER	REVISION DESCRIPTION	REVISION DATE
1		

ISSUED
FEBRUARY 2024
CITY OF WINTER PARK

VERAX AT LAKEMONT
1871 Aloma Ave, Winter Park, FL
Dr. Javier Miller

TREE MITIGATION PLAN

CONSTRUCTION PLANS

PROJECT NUMBER: MD#2401
DATE: FEBRUARY 20, 2024
DRAWN BY: MD
CHECKED BY: MKM

SCALE AS INDICATED

TM1

5/6/2024 1:50:05 PM



1 Inch = 20 Ft

This plan may have been reduced in size. Verify before scaling dimensions

Seal

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AND SEALED BY WAF
ON 04/28/2016. THIS
SPECIFIED CODE A
RECORDS ADMINISTRATION
IMPOSED CODE FOR
THIS RECORD IS NOT
CONSIDERED SEALED
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FUTURE DATE.

Digitally
signed by
MARY K
MAGLEY
Date:
2024.05.06

040031375

Mary K. Magley
State of Florida, U.S. No. 24-0001375

04:00'

REVISIONS		
REVISION NUMBER	REVISION DESCRIPTION	REVISION DATE

VERAX AT LAKEMONT
1871 Aloma Ave. Winter Park, FL
Dr. Javier Miller

CONCEPTUAL PLANTING PLAN

CONSTRUCTION PLANS

PROJECT NUMBER:	MD#2401
DATE:	FEBRUARY 20, 2024
DRAWN BY:	MD
CHECKED BY:	MKM

SCALE AS INDICATED

L1

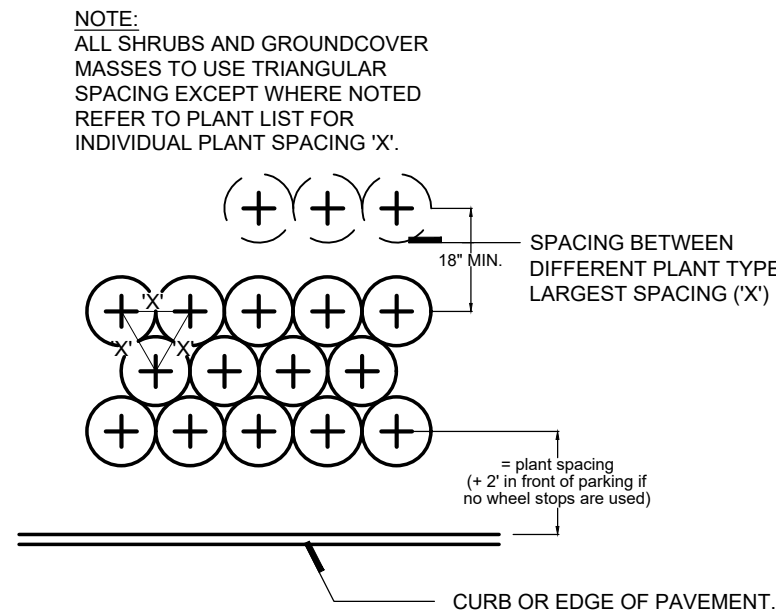
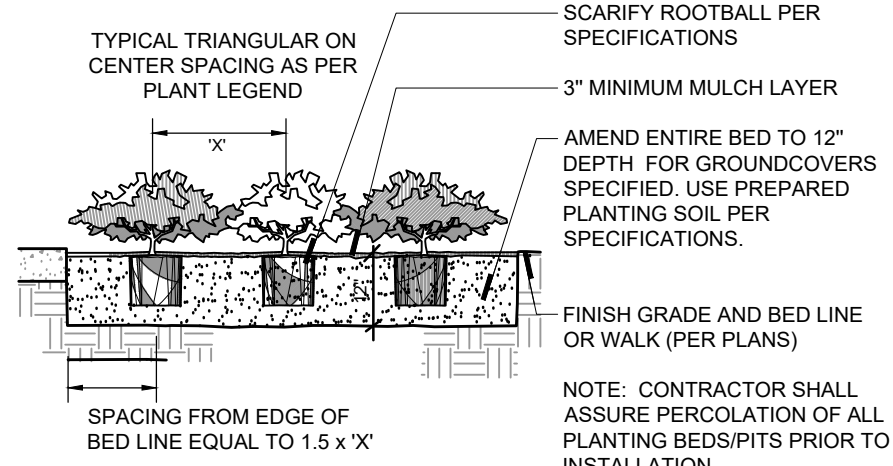
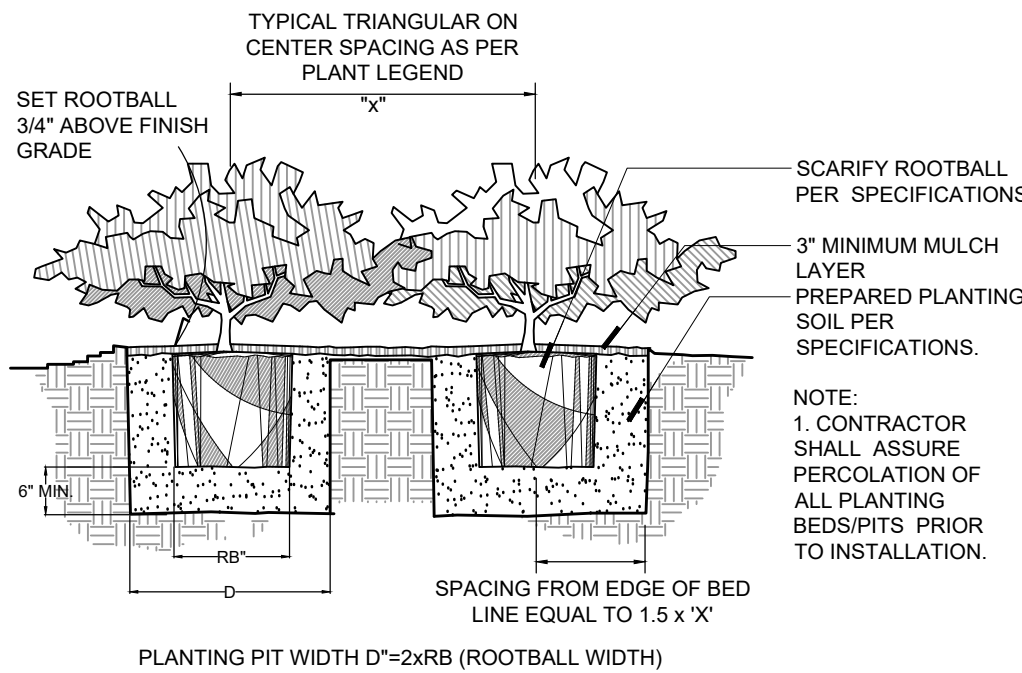
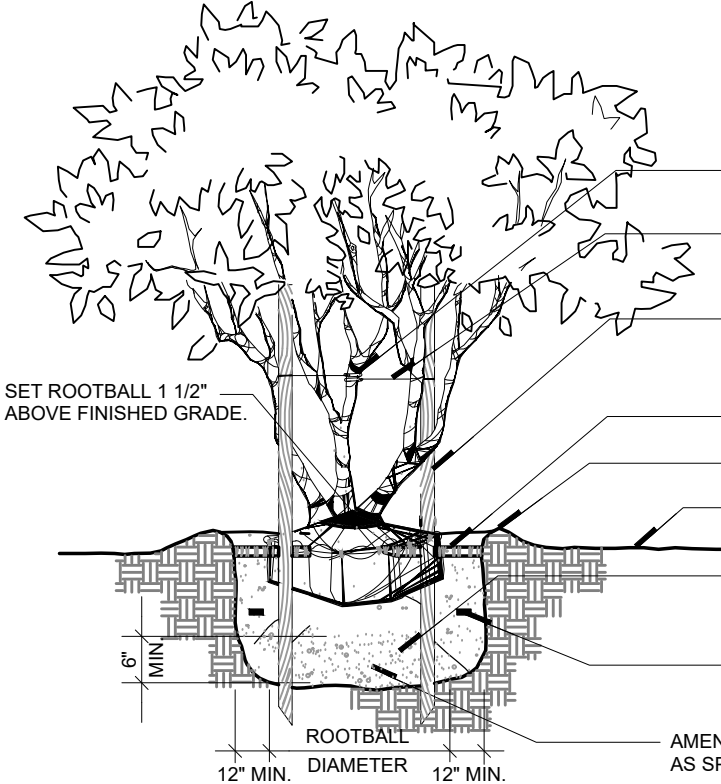
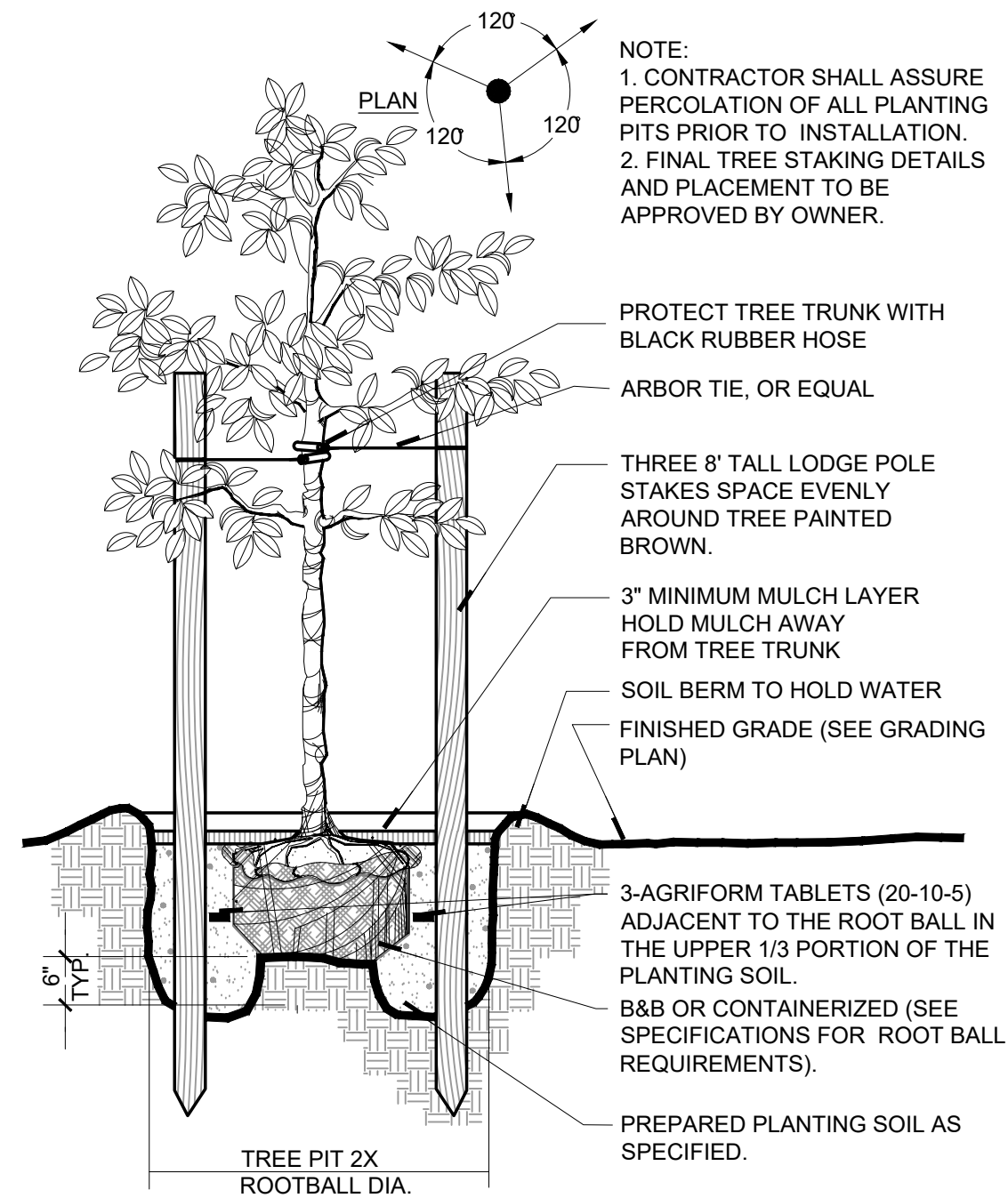
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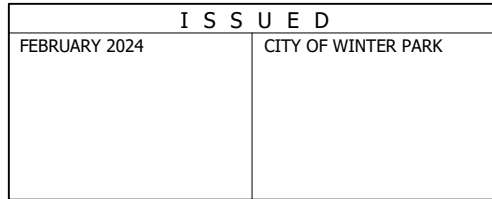
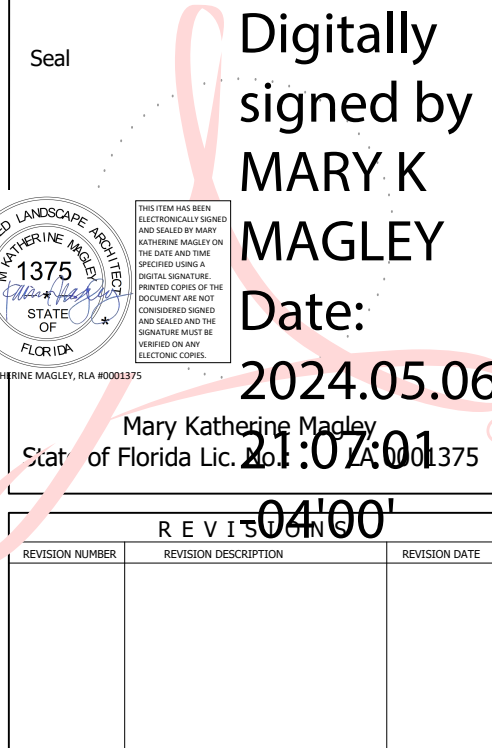
LANDSCAPE NOTES:

- ALL TREE CALIPER SIZES NOTED ARE MINIMUM. INCREASE SIZE OR ANY OTHER SPECIFICATIONS AS REQUIRED, PROVIDING MINIMUM PLANT SIZE AND SPECIFICATIONS.
- ALL CONTAINER SIZES NOTED ARE MINIMUM. INCREASE SIZE OF POT AS REQUIRED, PROVIDING MINIMUM PLANT SIZE AND SPECIFICATIONS. ALL HEIGHT AND SPREAD SPECIFICATIONS ARE MINIMUM.
- SHRUB AND GROUNDCOVER BED QUANTITIES ARE INDICATED FOR EACH PLANT BED. ALL PLANT QUANTITIES FOR PROPOSALS SHALL BE DERIVED SOLELY FROM DRAWINGS AND SPECIFICATIONS.
- SHRUB AND GROUND COVER SPACING IS INDICATED ON THE PLANT LIST AND SHALL APPLY FOR ALL "MASS PLANTING" BEDS.
- OWNERS REPRESENTATIVE MUST TAG AN EXAMPLE OF EACH PALM SPECIES ACCORDING TO THE SPECIFICATIONS IN THE PLANT LIST.
- SEE PLANT LIST DETAILS AND SPECIFICATIONS FOR FURTHER PLANTING INFORMATION.
- LOCATION OF ALL UTILITIES AND BASE INFORMATION IS APPROXIMATE. CONTRACTOR SHALL VERIFY ALL UNDERGROUND UTILITIES AND OBSTRUCTIONS AND COORDINATE WITH OWNER'S REPRESENTATIVE PRIOR TO INITIATING INSTALLATION WORK. CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR REPLACE ANY DAMAGE COMMITTED TO EXISTING ELEMENTS ABOVE OR BELOW GROUND TO ITS ORIGINAL CONDITION AND TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL PLANT MATERIAL PRIOR TO INITIATING INSTALLATION FOR THE REVIEW AND APPROVAL OF THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE. THE LOCATION OF ALL PLANT MATERIAL IS SUBJECT TO FIELD CHANGE.
- LANDSCAPE CONTRACTOR SHALL COORDINATE THEIR WORK WITH THE IRRIGATION CONTRACTOR AND ALL OTHER TRADES.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HAND WATERING AS REQUIRED UNTIL PLANT MATERIALS ARE WELL ESTABLISHED, TO SUPPLEMENT IRRIGATION WATERING AND RAINFALL.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAND WATERING IN ALL LANDSCAPE AREAS WHERE THE EXISTING OR PROPOSED IRRIGATION IS FOR WHATEVER REASON NOT OPERATING OR NOT OPERATING CORRECTLY.
- CONTRACTOR SHALL CLEAN THE WORK AREAS AT THE END OF EACH WORKING DAY. RUBBISH AND DEBRIS SHALL BE COLLECTED AND DEPOSITED AS DIRECTED DAILY. ALL MATERIALS, PRODUCTS, AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
- ALL PLANT MATERIAL SHALL BE IN FULL AND STRICT ACCORDANCE WITH FLORIDA NO. 1 GRADE, ACCORDING TO THE "GRADES AND STANDARDS FOR NURSERY PLANTS" PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, CURRENT EDITION.
- CONTRACTOR SHALL REMOVE EXISTING SOD AND/OR VEGETATION IN ALL AREAS TO BE PLANTED WITH SHRUB/GROUNDCOVERS AND/OR ALL AREAS TO BE MULCHED.
- CONTRACTOR SHALL REPLACE SOD IN ALL AREAS WHERE EXISTING VEGETATION IS REMOVED OR RELOCATED, WHERE EXISTING LAWN AREAS ARE DAMAGED BY HIS WORK, AND WHERE NEW VEGETATION IS INSTALLED (UNLESS OTHERWISE NOTED ON PLANS) WITH SAME GRASS SPECIES TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR FINISH GRADING ALL SUCH AREAS TO BLEND BOTH ELEVATIONS AND SOD INTO EXISTING SURROUNDING LAWN AREAS.
- THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF SOILS, AMENDMENTS, ETC. ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS, PRIOR TO COMMENCEMENT OF THE LANDSCAPING WORK. FOR EVERY BLOCK SECTION OF STREET THE CONTRACTOR SHALL PROVIDE COMPLETE SOIL TESTS FOR AT LEAST THREE AREAS UNDISTURBED BY PREVIOUS WORK AND TWO AREAS DISTURBED AND/OR REFILLED. SEE SPECIFICATIONS FOR ADDITIONAL TESTING REQUIREMENTS.
- THE CONTRACTOR SHALL PROVIDE UNIT PRICES AS REQUESTED WHICH INCLUDE THE TOTAL COST OF THE WORK INCLUDING BUT NOT LIMITED TO ANY AND ALL COSTS FOR EQUIPMENT, MATERIAL, PRODUCTS, OVERHEAD, PROFIT, GUARANTEES, LABOR, INSTALLATION, ETC. TO PROVIDE A COMPLETE JOB AS OUTLINED ON THE DRAWINGS. THE OWNER SHALL HAVE THE OPTION TO ADD OR DEDUCT FROM THE LUMP SUM BID CONTRACT AMOUNT, BASED ON THE QUOTED UNIT PRICES FOR ANY OR THE ITEMS LISTED IN THE PLANT LIST.
- CONTRACTOR SHALL PROTECT EXISTING VEGETATION TO REMAIN BY MEANS APPROVED BY THE OWNER/OWNER'S REPRESENTATIVE AND AS DETAILED IN THE DRAWINGS.
- CONTRACTOR SHALL CLEAN, PRUNE, AND SHAPE EDGES OF EXISTING VEGETATION AS DIRECTED BY OWNER'S REPRESENTATIVE. CREATE SMOOTH BED LINES AROUND EXISTING VEGETATION.
- CONTRACTOR AND EMPLOYEE VEHICLE PARKING SHALL BE COORDINATED WITH THE OWNER OR OWNER'S REPRESENTATIVE. SHUTTLING OF EMPLOYEES TO THE PROJECT AREAS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL NOT DISRUPT OR CONFLICT IN ANY WAY WITH EXISTING TRAFFIC.
- CONSTRUCTION ACCESS SHALL BE INDICATED BY THE OWNER. COORDINATION OF HEAVY EQUIPMENT AND MATERIALS SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING AND COORDINATION OF WORK WITH OTHER TRADES AND THE OWNER OR OWNER'S REPRESENTATIVE.
- THE CONTRACTOR SHALL TAKE WHATEVER MEANS THAT MAY BE NECESSARY TO FULLY UNDERSTAND ALL THE ACCESS ROUTES AND CONSTRUCTION SCHEDULES IN ORDER TO PROVIDE A COMPLETE AND FINISHED PROJECT ON SCHEDULE.
- MINI PINE BARK NUGGET MULCH OR APPROVED EQUAL SHALL BE USED (CYPRRESS MULCH NOT ALLOWED).

LANDSCAPE NOTES
N.T.S.



PLANT SCHEDULE											
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.	CAL	SPECIFICATION	WATER USAGE	NATIVE		REMARKS
ACCENT TREES											
	CLU ROS	11	CLUSIA ROSEA	PITCH APPLE	25 GAL.		4' HT.	MEDIUM	YES		BUSH, FORM HEDGE, FULL
EXISTING TREES											
	EXI TRE	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	-			LOW-MEDIUM	YES		SEE SURVEY SELECTIVE PRUNING PRIOR TO CONSTRUCTION REQUIRED BY AN ARBORIST AND AGAIN AFTER CONSTRUCTION
SHADE TREES											
	MAG BLA	3	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD' TM	SOUTHERN MAGNOLIA	CONT.	3" CAL MIN	12' H MIN. X 5' S MIN.	LOW-MEDIUM	YES		SINGLE, STRAIGHT TRUNK, FULL
	QUE VIR	5	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	CONT.	3" CAL MIN	12' H MIN. X 5' S MIN.	LOW-MEDIUM	YES		SINGLE, STRAIGHT TRUNK, FULL
UNDERSTORY TREES											
	CAL VIM	4	CALLISTEMON VIMINALIS	WEeping BOTTLE BRUSH	100 G MIN OR FG	3" CAL MIN	12-14' HT MIN X 6' SPR MIN	LOW	NO		SINGLE-TRUNK, FULL
	ELA DEC	7	ELAEOCARPUS DECIPIENS TM	JAPANESE BLUEBERRY TREE	CONT.	3" CAL MIN	12' H X 4' S	LOW-MEDIUM	NO		SINGLE, STRAIGHT TRUNK, FULL
	HAN HEP	2	HANDROANTHUS HEPTAPHYLLUS	PINK TRUMPET TREE	CONT.	3" CAL MIN	8'-10' HT MIN X 3' SPR	LOW-MEDIUM	NO		FULL (FORMALLY KNOW AS TABEUBUA)
	LAG MUS	17	LAGERSTROEMIA X 'MUSKOGEE'	LAVENDER CRAPE MYRTLE	CONT.	2" COMB CAL MIN	6' H X 3' S	LOW-MEDIUM	NO		MULTI-TRUNK, FULL
	LAG NAT	3	LAGERSTROEMIA X 'NATCHEZ'	WHITE CRAPE MYRTLE-STANDARD	45 GAL MIN.	2.5" CAL MIN	9'-10' HGT. X 2.5' SPD.	LOW-MEDIUM	NO		SINGLE-TRUNK, FULL
PALM TREES											
	LIV CHI	6	LIVISTONA CHINENSIS	CHINESE FAN PALM	B & B	14" CAL	10' CT	LOW	NO		HEAVY, SINGLE, STRAIGHT TRUNK, MATCHED HEIGHTS
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.	-	SPECIFICATION	WATER USAGE	NATIVE		REMARKS
SHRUBS											
	ALP VAR	8	ALPINIA ZERUMBET 'VARIEGATA'	VARIEGATED SHELL GINGER	7 GAL.		24" OA MIN	LOW-MEDIUM	NO		FULL
	ILE STO	34	ILEX VOMITORIA 'STOKES DWARF'	DWARF YAUPON	3 GAL.		12" H X 12" S	LOW-HIGH	YES		FULL, DO NOT TRIM INTO A ROUND BALL
	PLU IMP	33	PLUMBAGO AURICULATA 'IMPERIAL BLUE'	PLUMBAGO	3 GAL.		14" H X 12" S	LOW-MEDIUM	NO		FULL
	POD PRI	15	PODOCARPUS MACROPHYLLUS 'PRINGLES'	PRINGLES DWARF YEW	3 GAL.		18" OA	LOW-MEDIUM	NO		FULL
	POD MAK	201	PODOCARPUS MACROPHYLLUS MAKI	SHRUBBY YEW	7 GAL.		30" H MIN X 24" S	LOW-MEDIUM	NO		FULL
	RHO FAS	65	RHODODENDRON OBTUSUM 'FASHION'	FASHION AZALEA	3 GAL.		14" H X 16" S	LOW	YES		FULL
	SCH TRI	191	SCHEFFLERA ARBORICOLA 'TRINETTE'	SCHEFFLERA	3 GAL.		16" H X 16" S	LOW-MEDIUM	NO		FULL
	STR REG	6	STRELITZIA REGINAE	BIRD OF PARADISE	10 GAL.		36-48" H/8 STEMS MIN	LOW-MEDIUM	NO		HEAVY, FULL
	VIB ODO	61	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	7 GAL.		30" H X 24" S	LOW	NO		FULL
	ZAM PUM	136	ZAMIA PUMILA	COONTIE	3 GAL.		12" H X 12" S	LOW	YES		FULL
VINE											
	FIC CRE	6	FICUS PUMILA	CREeping FIG	3 GAL.		24" HT MIN	LOW-MEDIUM	NO		FULL, 5 RUNNERS MIN.
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.	-	SPECIFICATION	WATER USAGE	NATIVE	SPACING	REMARKS
GROUND COVERS											
	LIR GOD	315	LIRIOPE MUSCARI 'EMERALD GODESS'	EMERALD GODESS LILYTURF	1 GAL.		10" OA	LOW-MEDIUM	NO	24" o.c.	FULL
	TRA ASI	547	TRACHELOSPERMUM ASIATICUM 'MINIMA'	DWARF ASIAN JASMINE	1 GAL		10" H X 12" S	LOW-MED	NO	15" o.c.	FULL, 5 RUNNERS MIN. USE MULCH FINES AT ALL ASIAN JASMINE PLANTING IN LEIU OF MULCH
SOD											
	PAS ARG	162 SF	PASPALUM NOTATUM 'ARGENTINE'	BAHIA GRASS	SOD		PALLET	N/A	NO		CLEAN AND WEED FREE
	STE AUG	3,073 SF	STENOTAPHRUM SECUNDATUM 'FLORITAM'	FLORITAM ST. AUGUSTINE SOD	SOD		PALLET	MEDIUM	NO		CLEAN AND WEED FREE



VERAX AT LAKEMONT
1871 Aloma Ave. Winter Park, FL
Dr. Javier Miller

PLANTING NOTES,
SCHEDULE,
AND DETAILS

CONSTRUCTION PLANS
PROJECT NUMBER: MD#2401
DATE: FEBRUARY 20, 2024
DRAWN BY: MKM
CHECKED BY: MKM
SCALE AS INDICATED

L2

ELECTRICAL SPECIFICATIONS

I. GENERAL REQUIREMENTS – DIVISION 26 ELECTRICAL:
A. PERFORM ALL WORK IN COMPLIANCE WITH THE LATEST ADOPTED EDITION OF THE FLORIDA BUILDING CODE, NFPA 70 (NEC-2020) AND NFPA 101 (LIFE SAFETY CODE), ADA (AMERICANS WITH DISABILITY ACT), ANSI A17.1, INSTALL AND CONNECT PER AND THE REGULATIONS OF THE LOCAL UTILITY TELEPHONE, CABLE TELEVISION AND POWER UTILITY COMPANIES. OBTAIN AND PAY FOR ANY AND ALL REQUIRED PERMITS, INSPECTIONS, CERTIFICATES OF INSPECTIONS AND APPROVAL, AND THE LIKE, AND DELIVER SUCH CERTIFICATES TO THE OWNER.
B. THE CONTRACTOR SHALL FURNISH, PERFORM, OR OTHERWISE PROVIDE ALL LABOR (INCLUDING, BUT NOT LIMITED TO, ALL PLANNING, PURCHASING, PAINTING, TRANSPORTING, RIGGING, HOISTING, STORING, INSTALLING, TESTING, CHASING, CHANNELING, CUTTING, TRENCHING, EXCAVATING AND BACKFILLING), COORDINATION, FIELD VERIFICATION, EQUIPMENT INSTALLATION, SUPPORT, AND SAFETY, SUPPLIES, AND MATERIALS NECESSARY FOR THE CORRECT INSTALLATION OF COMPLETE AND FUNCTIONAL ELECTRICAL SYSTEMS (AS DESCRIBED OR IMPLIED BY THESE SPECIFICATIONS AND THE APPLICABLE DRAWINGS).
C. ALL DRAWINGS AND SPECIFICATIONS ON THE PROJECT ARE COMPLEMENTARY, EACH TO ALL OTHER SETS, AND THEY SHALL BE USED IN COMBINATION FOR THE EXECUTION OF THIS WORK. DIVISION 16 WORK SHOWN ON ANY ONE SET OF DRAWINGS, INCLUDING ALL ARCHITECTURAL DRAWINGS, MECHANICAL, PLUMBING AND FIRE PROTECTION DRAWINGS FOR GENERAL WORK AND EQUIPMENT, AND DIVISION 16 WORK CALLED FOR UNDER ANY SECTION OF THE PROJECT SPECIFICATIONS, SHALL BE CONSIDERED AS INCLUDED IN THIS COST UNLESS SPECIFICALLY EXCLUDED BY INCLUSION IN SOME OTHER BRANCH OF THE WORK. THIS SHALL INCLUDE ROUGH-IN FOR CONNECTIONS AND EQUIPMENT AS CALLED FOR OR IMPLIED. THE CONTRACTOR SHALL CHECK ALL DRAWINGS AND SPECIFICATIONS FOR THE PROJECT AND SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL DIVISION 16 WORK.
D. THE CONTRACTOR SHALL CAREFULLY CHECK THE DRAWINGS AND SPECIFICATIONS OF ALL OTHER TRADES AND DIVISIONS BEFORE INSTALLING ANY OF HIS WORK. HE SHALL IN ALL CASES CONSIDER THE WORK OF ALL OTHER TRADES, AND SHALL COORDINATE HIS WORK WITH THEM SO THAT THE BEST ARRANGEMENTS OF ALL EQUIPMENT, PIPING, CONDUIT, DUCTS, ROUGH-IN, ETC., CAN BE OBTAINED.
E. LOCATIONS DESIGNATED FOR OUTLETS, SWITCHES, DEVICES, EQUIPMENT, ETC., ARE APPROXIMATE AND FINAL LOCATIONS SHALL BE VERIFIED IN THE FIELD AND CHECKED WITH ARCHITECTURAL AND ID DRAWINGS. CONTRACTOR SHALL LOCATE ALL DEVICES UP TO 5 FEET IN ANY DIRECTION AS DIRECTED BY OWNER AND PER CODE. WHERE INSTRUCTIONS OR NOTES ARE INSUFFICIENT TO DETERMINE THE INTENT OF THE DESIGN, CONSULT THE OWNER PRIOR TO BIDDING AND INSTALLATION.
F. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND COORDINATING THE LOCATIONS OF DEVICES TO BE USED AND COORDINATING THE FINAL LOCATIONS OF ELECTRICAL EQUIPMENT WITH MILLWORK, SINKS, BENCHES, COUNTERS AND SHELVING PRIOR TO BIDDING AND INSTALLATION. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER.
G. DIVISION 16 CONTRACTOR SHALL HAVE HAD EXPERIENCE OF AT LEAST THE SAME SIZE AND SCOPE AS THIS PROJECT, ON AT LEAST TWO OTHER PROJECTS WITHIN THE LAST FIVE YEARS IN ORDER TO BE QUALIFIED TO BID THIS PROJECT.
H. CONTRACTOR SHALL AND DOES HEREBY WARRANT ALL MATERIALS AND EQUIPMENT FURNISHED UNDER THIS SECTION OF THE SPECIFICATIONS TO BE FREE FROM DEFECTS AND TO FUNCTION OR OPERATE SATISFACTORILY FOR ONE YEAR AFTER FINAL ACCEPTANCE OF THE WORK, AND THAT ANY ITEMS NOT MEETING THIS REQUIREMENT WILL BE MADE GOOD BY HIM WITHOUT COST TO OWNER, PROVIDED SUCH DEFECTS OR FAILURES ARE NOT DUE TO ABUSE, NEGLIGENCE, OR LACK OF REASONABLE AND ORDINARY MAINTENANCE.
I. ALL WORK SHALL BE EXECUTED IN A WORKMANSHIP MANNER AND SHALL PRESENT A NEAT MECHANICAL APPEARANCE UPON COMPLETION.
J. BALANCE LOAD AS EQUALLY AS PRACTICABLE ON ALL FEEDERS, BRANCH CIRCUITS AND PANEL BUSSES.
K. THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION, WHEREVER WORK IS TO BE PERFORMED IN FINISHED/OCCUPIED SPACES, TO PREVENT DAMAGE TO ADJACENT AREAS, EQUIPMENT, OR FURNISHINGS; TO PREVENT ACCIDENTAL INJURY TO BUILDING OCCUPANTS AND THE PUBLIC; TO PREVENT THE SPREADING OF DUST, DIRT, DEBRIS, AND MOISTURE FROM THE AREA WHERE WORK IS BEING PERFORMED; AND TO PREVENT DUST, DIRT, DEBRIS, AND MOISTURE FROM GETTING ON OR IN THE BUILDING OCCUPANT'S FURNISHINGS OR EQUIPMENT.
L. THE CONTRACTOR SHALL REPAIR, AT NO COST TO THE OWNER, ANY DAMAGE DONE BY HIMSELF, HIS EMPLOYEES, HE SHALL ALSO BE RESPONSIBLE FOR ALL CUTTING AND PATCHING REQUIRED TO PROPERLY INSTALL HIS WORK. THIS SHALL ALSO INCLUDE THE PATCHING OF EXISTING ROADWAYS (PAVED OR IMPROVED), PARKING AREAS, SIDEWALKS, WALLS, STAIRS, MECHANICAL WORK, CURBS, GUTTERS, ETC., CUT TO INSTALL WORK PROVIDED BY THE CONTRACTOR. PATCH WORK SHALL COMPLY WITH THE APPLICABLE SECTIONS OF THESE SPECIFICATIONS AND SHALL MATCH THE EXISTING FINISHES.
M. UPON COMPLETION OF WORK, THE ENTIRE WIRING SYSTEM SHALL BE TESTED, AND SHALL BE SHOWN TO BE IN PROPER WORKING CONDITION IN ACCORDANCE WITH INTENT OF SPECIFICATIONS AND DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL SYSTEMS READY FOR OPERATION AND TO HAVE AN ELECTRICIAN AVAILABLE TO OPERATE SAME IN ACCORDANCE WITH AND UNDER THE SUPERVISION OF THE INSPECTION REPRESENTATIVE OF THE ENGINEER. THE CONTRACTOR SHALL BE AVAILABLE TO ASSIST IN REMOVAL OF PANEL FRONTS, TO PERMIT INSPECTION AS REQUIRED, IN ACCORDANCE WITH DIVISION 1 AND THE CONDITIONS OF THE CONTRACT, THE CONTRACTOR SHALL PROVIDE AND KEEP UP TO DATE A COMPLETE RECORD SET OF CONSTRUCTION "AS-BUILT" BLUELINE PRINTS WHICH SHALL BE CORRECTED DAILY, AND SHALL SHOW EVERY CHANGE FROM THE ORIGINAL CONTRACT DRAWINGS, INCLUDING ADDENDA AND CHANGE ORDERS IN ACCORDANCE WITH GENERAL REQUIREMENTS AND SPECIAL CONDITIONS. THIS SET OF PRINTS SHALL BE KEPT ON THE JOB SITE, AND SHALL BE USED ONLY AS A RECORD SET. THIS SHALL NOT BE CONSTRUED AS AUTHORIZATION FOR THE CONTRACTORS TO MAKE CHANGES IN THE LAYOUT WITHOUT DEFINITE INSTRUCTION IN EACH CASE.
II. ELECTRICAL SCOPE:
A. FURNISHING AND INSTALLATION OF ELECTRIC POWER SYSTEMS, AND AUXILIARY SYSTEMS AS SHOWN OR HEREIN SPECIFIED.
B. CONNECTION OF ALL EQUIPMENT REQUIRING ELECTRICAL CONNECTION, MENTIONED IN THIS DIVISION OR SHOWN ON DRAWINGS, WHETHER FURNISHED BY DIVISION 16 OR UNDER OTHER DIVISIONS, OR FURNISHED BY OWNER.
C. FURNISHING AND INSTALLATION OF BOXES, CONDUIT RACEWAYS, TERMINAL BOARDS, POWER AND GROUNDING.
D. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR CONTACTING THE OFFICES OF ALL LOCAL AND/OR STATE AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT IN ORDER TO SCHEDULE ALL REQUIRED INSPECTIONS AND OBTAIN ALL NECESSARY PERMITS, ETC. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER OF ALL SCHEDULED INSPECTIONS AT LEAST TWO WEEKS IN ADVANCE OF THE SCHEDULED DATE.
E. THE CONTRACTOR SHALL REPLACE ANY DEFECTIVE MATERIALS, EQUIPMENT, OR WORKMANSHIP WITHOUT COST TO THE OWNER WITHIN THE STIPULATED GUARANTEED PERIOD.
F. IT SHALL BE THE RESPONSIBILITY OF THE DIVISION 16 CONTRACTOR TO HAVE ALL SYSTEMS READY FOR OPERATION AND TO HAVE AN ELECTRICIAN AVAILABLE FOR ALL INSPECTIONS. THE CONTRACTOR SHALL PROVIDE PERSONNEL TO ASSIST IN REMOVAL OF PANEL FRONTS, ETC. TO PERMIT INSPECTION AS REQUIRED.
G. SUBMIT TO THE ARCHITECT/ENGINEER PROMPTLY AFTER AWARD OF CONTRACT AND PRIOR TO PURCHASING, SIX COPIES OF MANUFACTURER'S SHOP DRAWINGS IN ACCORDANCE WITH DIVISION 1, SUBMITTALS FOR THE FOLLOWING ITEMS. ALL SHOP DRAWINGS OF A SPECIFIC ITEM OR SYSTEM SHALL BE MADE IN ONE SUBMITTAL AND WITHIN TEN DAYS AFTER AWARD OF CONTRACT.
1. PANELBOARDS
2. DISCONNECT SWITCHES
3. CONDUITS
4. CONDUCTORS
5. AUTOMATIC TRANSFER SWITCHES
6. WIRING TROUGHS
7. TVSS
J. COMPLETED WIRING SYSTEMS SHALL BE FREE FROM SHORT CIRCUITS AND AFTER COMPLETION, PERFORM TESTS FOR INSULATION RESISTANCE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE. ALL WIRING SYSTEMS SHALL BE COMPLETELY AND TOTALLY "SAFE" DURING CONSTRUCTION. ONLY QUALIFIED PERSONNEL SHALL HANDLE ELECTRICAL SYSTEMS.
K. THE ELECTRICAL CIRCUITS, COMPONENTS, AND CONTROLS FOR ALL EQUIPMENT ARE SELECTED AND SIZED, BASED ON THE EQUIPMENT SPECIFIED. IF SUBSTITUTIONS AND/OR EQUIVALENT EQUIPMENT ARE FURNISHED, IT SHALL BE THE RESPONSIBILITY OF ALL PARTIES CONCERNED, INVOLVED IN, AND FURNISHING THE SUBSTITUTE AND/OR EQUIVALENT EQUIPMENT TO VERIFY AND COMPARE THE ELECTRICAL CHARACTERISTICS AND REQUIREMENTS OF THAT FURNISHED TO THAT SPECIFIED AND/OR SHOWN. IF GREATER CAPACITY OR MORE MATERIALS OR LABOR IS REQUIRED FOR THE ROUGH-IN, CIRCUITRY OR CONNECTIONS THAN FOR THE ITEM SPECIFIED AND PROVIDED FOR, THEN IT SHALL BE THE RESPONSIBILITY OF THE PARTIES INVOLVED IN PROVIDING THE SUBSTITUTE AND/OR EQUIVALENT ITEMS OF EQUIPMENT TO PROVIDE ALL COMPENSATION FOR ADDITIONAL CHARGES MADE FOR THE PROPER ROUGH-IN, CIRCUITRY AND CONNECTIONS FOR THE EQUIPMENT FURNISHED. NO ADDITIONAL CHARGES ABOVE THE BASE BID SHALL BE ALLOWED FOR SUCH REVISIONS.
L. BEFORE ROUGH-IN OF CIRCUITRY OR CONNECTING TO EQUIPMENT, FURNISHED UNDER THIS DIVISION, ANY OTHER DIVISION, OR BY THE OWNER, THE CONTRACTOR SHALL VERIFY THE ELECTRICAL CHARACTERISTICS AND REQUIREMENTS OF THE EQUIPMENT BEING FURNISHED AND FOR THAT SPECIFIED AND SHOWN ON THE DRAWINGS AND PROVIDE FOR PROPER ROUGH-IN AND CONNECTION.
M. EXCAVATION FOR UNDERGROUND ELECTRICAL STRUCTURES: CONFORM TO ELEVATIONS AND DIMENSIONS SHOWN WITHIN A TOLERANCE OF PLUS OR MINUS 0.10'; PLUS A SUFFICIENT DISTANCE TO PERMIT PLACING AND REMOVAL OF CONCRETE FORMWORK, INSTALLATION OF SERVICES, OTHER CONSTRUCTION, AND FOR INSPECTION.

N. TRENCHING: EXCAVATE TRENCHES FOR ELECTRICAL INSTALLATIONS AS FOLLOWS:
1. EXCAVATE TRENCHES TO THE UNIFORM WIDTH, SUFFICIENTLY WIDE TO PROVIDE AMPLE WORKING ROOM AND A MINIMUM OF 6" TO 9" CLEARANCE ON BOTH SIDES OF RACEWAYS AND EQUIPMENT.
2. EXCAVATE TRENCHES TO DEPTH INDICATED OR REQUIRED.
3. LIMIT THE LENGTH OF OPEN TRENCH TO THAT IN WHICH INSTALLATIONS CAN BE MADE AND THE TRENCH BACKFILLED WITHIN THE SAME DAY.
4. WHERE ROCK IS ENCOUNTERED, CARRY EXCAVATION BELOW REQUIRED ELEVATION AND BACKFILL WITH A LAYER OF CRUSHED STONE OR GRAVEL PRIOR TO INSTALLATION OF RACEWAYS AND EQUIPMENT. PROVIDE A MINIMUM OF 6" OF STONE OR GRAVEL CUSHION BETWEEN ROCK BEARING SURFACE AND ELECTRICAL INSTALLATIONS.
O. THE CONTRACTOR SHALL PROVIDE ALL INSERTS FOR THE SUPPORT OF DIVISION 16 EQUIPMENT TO BE PLACED IN CONCRETE OR THROUGH CONCRETE SLABS AS CONSTRUCTED PROGRESSES. HE SHALL PROVIDE ALL MISCELLANEOUS HANGING AND SUPPORTING HARDWARE. ALL ELECTRICAL WORK IS TO BE CONCEALED IN OR BUILT INTO GENERAL CONSTRUCTION SHALL BE PLACED AS CONSTRUCTION PROGRESSES. FAILURE OF THE CONTRACTOR TO COORDINATE WORK WITH OTHER TRADES AND THE PROJECT CONSTRUCTION PROGRESS SHALL MAKE HIM RESPONSIBLE FOR ALL COST OF CUTTING AND PATCHING, AS REQUIRED TO INSTALL WORK. NO STRUCTURAL MEMBER, MASONRY CONSTRUCTION OR FINISHED WORK SHALL BE CUT OR ALTERED WITHOUT PRIOR WRITTEN APPROVAL BY THE ARCHITECT/ENGINEER. CONTRACTOR SHALL FIRE RATE ALL PENETRATIONS THROUGH ALL FIRE RATED SLABS OR WALLS PER THE INTENDED RATING.
P. THE CONTRACTOR SHALL SUPPLY AND SET INTO PLACE ALL WALL SLEEVES FOR CONDUITS AND CEILING INSERTS FOR HANGERS IN AREAS OF NEW CONSTRUCTION AS BUILDING CONSTRUCTION PROGRESSES. INSTALL EQUIPMENT NOTED TO BE CONCEALED IN WALLS BEFORE WALLS ARE CONSTRUCTED IN ORDER THAT WALLS MAY BE CONSTRUCTED AROUND CONDUITS, ENCLOSURES, ETC.
Q. METALLIC MATERIALS SHALL BE PROTECTED AGAINST CORROSION. EQUIPMENT ENCLOSURES SHALL BE GIVEN RUST-INHIBITING TREATMENT AND STANDARD FINISH BY MANUFACTURER. ALUMINUM SHALL NOT BE USED ON CONTACT WITH EARTH, AND, WHERE CONNECTED TO DISSIMILAR METAL, SHALL BE PROTECTED BY SUITABLE FITTINGS AND TREATMENT. ALL FERROUS METALS SUCH AS ANCHORS, BOLTS, BRACES, BOXES, BODIES, CLAMPS, FITTINGS, GUARDS, NUTS, PINS, RODS, SHIMS, THIMBLES, WASHERS, AND MISCELLANEOUS PARTS, NOT OF STAINLESS STEEL OR NON-FERROUS MATERIALS, SHALL BE HOT-DIPPED GALVANIZED.
R. ALL CONDUITS STUBBED OUT FOR FUTURE USE SHALL HAVE A PULL WIRE INSTALLED, A PLASTIC CAP INSTALLED AND BE IDENTIFIED AS TO THE CONDUIT ORIGIN.
S. THE RESPONSIBILITY FOR ANY CUTTING OF CONSTRUCTION WHICH IS REQUIRED FOR THE INSTALLATION OF DIVISION 16 WORK, SHALL BE BY THE CONTRACTOR. THE CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES AND THE OWNER BEFORE ANY CUTTING AND OBTAIN APPROVAL FROM THE ARCHITECT/ENGINEER PRIOR TO ANY CUTTING. ALL PATCHING AND FINISHING SHALL BE BY THE CONTRACTOR.
T. WHERE OPENINGS OR HOLES ARE CUT IN CONSTRUCTION AND THE CUTTING BREAKS ELECTRICAL CIRCUITRY OR CONTROL CIRCUITRY CONDUIT AND WIRING, THEN IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REROUT THE CIRCUITRY CONDUIT AND REWIRING AND TO COMPLETE THE CIRCUITRY AS REQUIRED AND AS APPROVED BY THE ARCHITECT/ENGINEER. TEMPORARY COMPLETION SHALL BE PROVIDED WHERE NECESSARY BEFORE THE PERMANENT REROUTING AND COMPLETION WORK IS FINISHED.
U. ANY PENETRATIONS OF FIRE OR SMOKE RATED ASSEMBLIES MADE BY THIS CONTRACTOR IN VERTICAL OR HORIZONTAL CONSTRUCTION SHALL BE SEALED AND PROTECTED BY THIS CONTRACTOR IN ORDER TO MAINTAIN THE ESTABLISHED FIRE RATING WITH METHODS AS APPROVED BY THE AUTHORITY HAVING JURISDICTION AND U.L.
V. ALL ELECTRICAL SYSTEMS, EQUIPMENT AND COMPONENTS SHALL BE LOCATED AT OR ABOVE FINISHED ELEVATION, AND GRADES WHICH EVER IS HIGHER THAN 200 INCHES (16'11"). NEW ORLEANS AMENDMENTS TO THE INTERNATIONAL BUILDING CODE 2009 ARTICLE 110.2.1, 2735(A).
III. IDENTIFICATION:
IDENTIFICATION NAMEPLATES SHALL BE LAMINATED PLASTIC, SECURED TO EQUIPMENT WITH TWO STAINLESS STEEL SCREWS.
A. EACH PANELBOARD AND METER CENTER SHALL BE EQUIPPED WITH A PERMANENT PLASTIC NAMEPLATE WITH 1/2" MINIMUM LETTERS, SECURELY FASTENED TO THE DEVICE.
C. EACH INDIVIDUALLY MOUNTED CIRCUIT BREAKER, SWITCH, MOTOR STARTER, RELAY PANEL, LIGHTING CONTROLLER, TRANSFORMER AND/OR ANY OTHER CONTROL OR PROTECTIVE DEVICE INCLUDING EQUIPMENT DISCONNECT SWITCHES SHALL BE EQUIPPED WITH A PERMANENT PLASTIC NAMEPLATE WITH 1/2" MINIMUM LETTERS.
D. PANELBOARDS SHALL HAVE TYPEWRITTEN DIRECTORIES. ALL CIRCUITS TO BE IDENTIFIED BY DEVICES SERVED AND ROOM NUMBERS (I.E., LIGHTING ROOM 216). HANDWRITTEN DIRECTORIES WILL NOT BE ALLOWED.
E. EACH JUNCTION BOX CABINET OR WIREWAY LARGER THAN 6" X 6" SHALL BE EQUIPPED WITH A PERMANENT PLASTIC NAMEPLATE WITH 1/2" MINIMUM LETTERS INDICATING THE SYSTEM ENCLOSED.
F. ALL SYSTEMS JUNCTION BOXES AND CONDUIT SHALL BE COLOR CODED INSIDE AND OUTSIDE OF THE BOX PRIOR TO THE INSTALLATION OF CONDUCTORS PER THE FOLLOWING:
1. CCTV SYSTEM: VIOLET
2. TELEPHONE DATA SYSTEM: BLUE
ENTIRE BOX INSIDE AND OUT , INCLUDING COVER, SHALL BE PAINTED PRIOR TO INSTALLING CONDUCTORS.
IV. WIRING DEVICES:
A. SWITCHES SHALL BE 20 AMP COMMERCIAL GRADE 125 VAC. IVORY IN COLOR WITH STAINLESS STEEL COVERPLATES FOR SHOP AREAS.
B. RECEPTACLES SHALL BE 20 AMP SPECIFICATION GRADE 125 VAC. IVORY IN COLOR WITH IVORY COVERPLATES FOR OFFICE AREAS.
C. RECEPTACLES SHALL B3 20AMP SPECIFICATION GRADE 125 VAC BLACK WITH BLACK COVERS IN ALL MILLWORK.
D. KEY LOCKABLE FLIP COVER TYPE COVERPLATES. SURGE SUPPRESSION TYPE OUTLETS IN MDPS AND IDFS SHALL BE HUBBELL #36263 (BLUE) OR EQUAL.
E. RECEPTACLES PROVIDED FOR ATTACHMENT OF CORD AND PLUG EQUIPMENT SHALL BE HEAVY DUTY, SPECIFICATION GRADE, NON-IGNITABLE, FLUSH MOUNTED TYPES OF THE PROPER NEMA CONFIGURATION TO SERVE THE EQUIPMENT. NEMA CONFIGURATIONS SHALL BE VERIFIED PRIOR TO INSTALLATION OF CIRCUIT CONDUCTORS. PROVIDE ALL FINAL FLEXIBLE, CONDUIT CONNECTIONS, TO CARBAGE DISPOSAL, DISHWASHER, RANGE, MICROWAVES AND HVAC EQUIPMENT.
F. ALL DEVICES SHALL HAVE CARPET FLANGES, TRIMS, RINGS, ESCUTCHEONS, ETC., AS MANUFACTURED BY SAME MANUFACTURER AS DEVICES. ANY TELEPHONE OR OTHER OUTLET WHICH IS NOT EQUIPPED WITH A PLATE FURNISHED BY OTHERS SHALL HAVE ONE PROVIDED BY THIS CONTRACTOR.
G. MOUNTING HEIGHTS ARE APPROXIMATE. THE EXACT LOCATIONS AND MOUNTING HEIGHTS SHALL BE DETERMINED ON THE JOB AND PER ARCHITECTURAL DRAWINGS AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH ALL TRADES TO INSURE CORRECT INSTALLATION, I.E. OVER COUNTERS IN OR ABOVE BACK-SPLASHES, IN BLOCK WALLS, TILE, AND OTHER SPECIFIC CONSTRUCTION FEATURES. LOCATION OF OUTLETS MOUNTED IN BUILT-INS, MILLWORK, AND CABINERY SHALL BE VERIFIED. OUTLETS MOUNTED IN KICK OR TOE SPACES SHALL BE MOUNTED HORIZONTALLY. OUTLET BOXES SHALL BE MOUNTED TO PREVENT DEVICE PLATE FROM OVERLAPPING BACKSPLASH, TRIM, TILE, ETC. LOCATE SO DEVICE PLATE WILL LAY FLAT AGAINST SURFACE COMPLETELY AROUND THE PERIMETER OF PLATE.
H. OUTLETS, OTHER THAN THOSE COORDINATED WITH COUNTER TOPS, SHELVES, AND CABINETS, SHALL BE LOCATED WITH THE CENTER LINE OF OUTLET BOXES THE FOLLOWING DISTANCE ABOVE THE FINISHED FLOOR, UNLESS OTHERWISE INDICATED:
1. RECEPTACLES, GENERAL: 1'-6" AFF
2. TELEPHONE OUTLETS: 1'-6" AFF
3. SWITCHES, GENERAL: 4'-0" AFF
V. RACEWAYS
A. SHALL BE GALVANIZED OUTSIDE AND INSIDE BY HOT DIPPING. E.M.T. SHALL BE ELECTRICALLY GALVANIZED, NON-IGNITABLE, MANUFACTURED BY REPUBLIC, PITTSBURGH STANDARD, WHEATLAND, TRIANGLE, ALLIED, OR YOUNGSTOWN.
B. SHALL BE STANDARD THREADED TYPE, GALVANIZED OUTSIDE AND INSIDE BY HOT DIPPING. TENSION AND CLAMP TYPE NOT ACCEPTABLE. SHALL BE AS MANUFACTURED BY RACO, EFCOR, OR APPLETON.

C. SHALL BE STEEL THREADED COMPRESSION TYPE. ALL COUPLINGS AND CONNECTORS SHALL BE EFCOR OR RACO. PRESSURE INDENTED TYPE CONNECTORS OR CAST METAL WILL NOT BE APPROVED FOR ANY LOCATION.
D. CONNECTORS SHALL HAVE PLASTIC INSULATED THROAT INSERTS.
E. USE OF FIELD GLUED CABLE IS ACCEPTABLE IN LOCATIONS AS ACCEPTED BY THE NEC AND ALL LOCAL JURISDICTIONAL CODES.
F. STEEL METAL CLAD CABLE, TYPE MC, EMPLOYING CIRCUIT CONDUCTORS #12 SOLID TO #2 AWG, SOLID OR STRANDED COPPER WITH THIN INSULATION, AN INSULATED GREY, AN INSULATED GREEN, GROUNDING CONDUCTOR AND GALVANIZED STEEL INTERLOCKED ARMOR CLADDING. THE CABLES SHALL BE SUITABLE FOR USE IN CONCEALED DRY LOCATIONS AT TEMPERATURES NOT EXCEEDING 90° C ON AD CIRCUITS UP TO 600 VOLTS IN ACCORDANCE WITH N.E.C. ARTICLE 334. THE CABLE SHALL BE ONE AND TWO HOUR FIRE RATED PER ANSI/UL 1479 FOR USE CONCEALED IN WALL, CEILING AND FLOOR ASSEMBLIES.
G. FLEXIBLE METALLIC CONDUIT RACEWAYS MAY BE USED TO CONNECT HVAC UNITS LOCATED IN INTERIOR MECHANICAL AREAS. MINIMUM SIZE 3/4".
H. CONDUIT SHALL BE SIZED IN ACCORDANCE WITH THE LATEST NATIONAL ELECTRICAL CODE EXCEPT THAT NO CONDUIT SHALL BE SMALLER THAN 3/4" UNLESS OTHERWISE NOTED. CONDUIT SHALL BE SIZED LARGER THAN REQUIRED ABOVE WHEN SO SHOWN ON THE DRAWINGS OR WHEN REQUIRED BY LOCAL CODE.
I. ANY CONDUIT STUBBED OUT FOR FUTURE SHALL BE CAPPED WITH A PLASTIC CAP AND MARKED WITH A 2" MINIMUM RED METAL TAG WHICH IDENTIFIES CONDUIT ORIGIN. CONDUITS STUBBED UP ABOVE GRADE OR ROOF SHALL BE TAGGED ON THE CONDUIT. CONDUIT STUBBED OUT BELOW GRADE SHALL BE TAGGED ON NEAREST BUILDING WALL, CURB, ETC., DIRECTLY OVER THE CONDUIT. ALL EMPTY CONDUITS SHALL HAVE PULL WIRES.
J. THE USE OF NON-METALLIC SHEATHED CABLE (ROMEX) SHALL BE PERMISSIBLE FOR USE WITHIN RESIDENTIAL UNITS AS ACCEPTED BY THE AUTHORITY HAVING JURISDICTION AND INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS. PRIOR WRITTEN APPROVAL FROM THE AHJ IS MANDATORY AND MUST BE SUBMITTED WITH CONDUCTOR SHOP DRAWINGS.
VI. SCHEDULE 40 RIGID PVC:
A. CONDUIT SHALL BE COMPOSED OF POLYVINYLCHLORIDE (PVC) AND SHALL BE UL RATED TYPE 40 FOR USE WITH 90°C RATED CONDUCTORS. CONDUIT SHALL CONFORM TO NEMA STANDARDS AND APPLICABLE SECTIONS OF NEC.
B. INSTALLATION OF RIGID NON-METALLIC CONDUIT SHALL COMPLY WITH ARTICLE 347 OF THE NATIONAL ELECTRICAL CODE (NEPA 70) AND THESE SPECIFICATIONS.
C. PROVIDE A CONTINUOUS, INSULATED, GROUNDING CONDUCTOR IN EVERY RIGID, NON-METALLIC RACEWAY EVEN IF NOT SHOWN ON THE DRAWINGS. THE GROUNDING CONDUCTOR SHALL BE CONNECTED TO GROUND AT EACH END OF THE RACEWAY IN ACCORDANCE WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE (NEPA 70).
D. WHERE RIGID NON-METALLIC CONDUIT TRANSITIONS TO METALLIC CONDUIT, THE LOCATION OF THE TRANSITION SHALL BE UNDERGROUND.
NO PVC CONDUIT SHALL BE RUN EXPOSED, OR ABOVE GRADE.
VII. WIRE AND CABLE 600 VOLT:
A. CONDUCTORS SHALL HAVE CURRENT CARRYING CAPACITIES AS PER NEC AND WITH 600 VOLT INSULATION, #12 AVERAGE MINIMUM FOR 20 AMP CIRCUITS. CONDUCTORS SHALL BE COPPER.
B. #12 AND #10 SHALL BE SOLID, TYPE THWN/THHN INSULATION.
C. #8 AND LARGER, AND ANY SIZE TO MOTORS SHALL BE STRANDED TYPE THHN.
D. SHALL BE MADE WITH T & B STA-KON WIRE JOINTS, PT SERIES, COMPLETE WITH INSULATING CAPS AND INSTALLED WITH WT161 TOOL, OR WT2000 TOOL, IDEAL SUPER-NUTS (NOT WIRE IDEAL WING NUTS, OR BUCHANAN ELEC. PRODUCTS B CAP OR SERIES 2000 PRESSURE CONNECTORS) COMPLETE WITH NYLON SNAP-ON INSULATORS AND INSTALLED WITH C24 PRESSURE TOOL.
E. ALL JOINTS AND SPLICES IN WIRE SHALL BE MADE WITH APPROVED SOLDERLESS CONNECTORS, AND COVERED SO THAT INSULATION IS OWNER APPROVED EQUAL TO CONDUCTOR INSULATION. SPLICES WITH THE SAME INSULATION. FURTHER, EACH GROUP OF CONDUCTORS OR COMMUNICATIONS SYSTEMS, OR WHERE OTHERWISE NOTED, SPLICING OF WIRE OR CABLES WILL NOT BE ALLOWED BELOW GRADE, INCLUDING IN BOXES BELOW GRADE.
F. BOTH CONDUCTORS AND CONDUITS SHALL BE CONTINUOUS FROM OUTLET TO OUTLET.
G. IN INSTALLING THE MAIN ELECTRICAL SERVICE, ADDITIONAL SLACK CONDUCTORS SHALL BE PROVIDED AND TERMINATED AS REQUIRED BY ELECTRIC UTILITY FOR CONNECTION TO THEIR EQUIPMENT. FIELD COORDINATE WITH UTILITY PRIOR TO INSTALLING CONDUCTORS.
H. IN INSTALLING PARALLEL CONDUCTORS IT IS MANDATORY THAT ALL CONDUCTORS MAKING UP THE FEEDER BE EXACTLY THE SAME LENGTH, THE SAME SIZE AND THE SAME TYPE OF CONDUCTOR WITH THE SAME INSULATION. FURTHER, EACH GROUP OF CONDUCTORS MAKING UP A PHASE OR NEUTRAL MUST BE BONDED AT BOTH ENDS IN AN APPROVED MANNER.
I. CONDUCTOR SIZES INDICATED ON CIRCUIT HOMERUNS OR IN PANELBOARD SCHEDULES SHALL BE INSTALLED OVER THE ENTIRE LENGTH OF THE CIRCUIT UNLESS NOTED OTHERWISE ON THE DRAWINGS.
J. CONDUCTORS SHALL BE CONTINUOUS AND UNSPLICED WHERE INSTALLED IN CONDUIT. SPLICES SHALL OCCUR ONLY WITHIN WIRING TROUGHS, WIREWAYS, JUNCTION BOXES, OUTLET BOXES, OR EQUIPMENT ENCLOSURES WHERE SUFFICIENT ADDITIONAL ROOM IS PROVIDED FOR ALL SPLICES.
K. EACH BRANCH CIRCUIT AND FEEDER CONDUIT SHALL BE COLOR CODED. FOR CONDUCTOR SIZES THRU NO. 6 AWG, THE INSULATION SHALL BE OF THE COLOR AS INDICATED BELOW. COLOR CODE SHALL BE STRICTLY ADHERED TO. FOR CONDUCTOR SIZES NO. 4 AWG AND LARGER, COLOR CODED PHASE TAPE MAY BE APPLIED COMPLETELY AROUND THE CONDUCTOR INSULATION WITHIN 8" OF EACH END OF THE CONDUCTOR AND IN EACH PULL OR JUNCTION BOX OR WHENEVER CONDUCTORS ARE PHYSICALLY EXPOSED TO VIEW. GROUNDING CONDUCTORS AND GROUNDED CONDUCTORS SHALL HAVE INSULATION COLOR AS INDICATED FOR SIZES THROUGH #6 AWG.
208/120 V, 3 PHASE, 4W 480/277V, 3 PHASE, 4W
PHASE A, COLOR: BLACK PHASE A, COLOR: BROWN
PHASE B, COLOR: RED PHASE B, COLOR: ORANGE
PHASE C, COLOR: BLUE PHASE C, COLOR: YELLOW
NEUTRAL, COLOR: WHITE NEUTRAL, COLOR: GREY
GROUND, COLOR: GREEN GROUND, COLOR: GREEN
L. PRIOR AUTHORIZATION FROM THE ARCHITECT/ENGINEER IF CONDUCTORS ARE SUBSTITUTED TO ALUMINUM CONDUCTORS. CONDUCTORS MUST HAVE THE EQUIVALENT OR GREATER AMPACITY VALUE THAN THAT OF SPECIFIED COPPER. SHALL PHYSICALLY FIT BELOW THE CONNECTION LUG AND SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. ALL LUGS SHALL BE RATED FOR COPPER AND ALUMINUM CONDUCTORS. CONDUCTORS SHALL BE INSTALLED UTILIZING "NO-LOX" ANTI-OXIDATION COMPOUND AND CONDUCTORS SHALL BE DESIGNATED AS "COMPACT ALUMINUM".
M. ALL WIRING SHALL BE AS PER NEC 2017.

VIII. GROUNDING:
A. THIS SECTION DEALS WITH THE GROUNDING OF SERVICE EQUIPMENT, TRANSFORMERS, NON-CURRENT CARRYING CONDUCTIVE SURFACES OF EQUIPMENT, METAL BUILDING STRUCTURES AND OTHER EQUIPMENT. MAXIMUM RESISTANCE SHALL NOT EXCEED 10 OHMS
B. ALL GROUNDING CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND ALL LOCAL CODES AND REQUIREMENTS. SUCH CODES SHALL BE CONSIDERED MINIMUM REQUIREMENTS AND THE INSTALLATION OF THE GROUNDING SYSTEM SHALL INSURE FREEDOM FROM DANGEROUS SHOCK EXPOSURE AND SHALL PROVIDE A LOW IMPEDANCE GROUND FAULT PATH TO PERMIT OPERATION OF OVERCURRENT AND GROUND FAULT PROTECTIVE DEVICES.
C. ALL SERVICE AND EQUIPMENT GROUNDING CONDUCTORS, AND BONDING JUMPERS SHALL BE INSULATED COPPER, TYPE THHN, THWN, OR THW CONDUCTORS (UNLESS NOTED OTHERWISE) AND SHALL BE SIZED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF ARTICLES 250 AND 517 OF THE NATIONAL ELECTRICAL CODE. GROUNDING CONDUCTORS #6 AWG AND SMALLER SHALL HAVE A GREEN COLOR INSULATION. ALL GROUNDING CONDUCTORS #4 AWG AND LARGER SHALL BE ADEQUATELY IDENTIFIED WITH A GREEN TRACER AND/OR GREEN COLORED TAPE AT EACH END OF THE GROUNDING CONDUCTOR AND AT EACH PULLBOX OR OTHER ACCESSIBLE LOCATION.
D. THE MAIN SERVICE GROUNDING ELECTRODE SYSTEM SHALL CONSIST OF THE FOLLOWING ITEMS BONDED TOGETHER BY THE GROUNDING ELECTRODE CONDUCTORS IN ACCORDANCE WITH NEC ARTICLE 250:
1. THE MAIN UNDERGROUND COLD WATER PIPE, NEC 250
2. METAL FRAME OF BUILDING WHERE AVAILABLE, NEC 250
3. CONCRETE ENCASED ELECTRODE, NEC 250-81(C)
4. LIGHTNING PROTECTION SYSTEM.
E. THE NEUTRAL CONDUCTOR SHALL BE GROUNDED AT THE SERVICE ENTRANCE MAIN DISCONNECT, AND AT EACH SEPARATELY DERIVED SYSTEM ONLY PER NEC ARTICLE 250.
F. #4 INSULATED COPPER CONDUCTOR INSTALLED IN 3/4" CONCEALED CONDUIT SHALL BE CONNECTED FROM THE BUILDING GROUNDING ELECTRODE SYSTEM TO EACH BUILDING FIRE ALARM CONTROL CABINETS, CCTV SYSTEM CABINETS, EMS CABINETS, RELAY CABINETS, AND SECURITY SYSTEM CABINETS. TERMINATE ON AN APPROPRIATELY SIZED (8) TERMINAL MULTI-CONDUCTOR CONNECTION GROUNDING LUG LOCATED WITHIN CABINET OR ON TERMINAL BOARDS.

LUMINAIRE SCHEDULE

CALLOUT	SYMBOL	LAMP	DESCRIPTION	BALLAST	MOUNTING	MODEL	VOLTS	NOTE 1
B1		(1) LED, NICHIA 219B	KBAB WITH 3 LIGHT BOARDS (12 LED) 350mA DRIVER, 4000K COLOR TEMP, AND ASYMMETRIC OPTIC	ELECTRONIC	CEILING	Lithonia Lighting, KBAB LED 12C 350 40K ASY MVOLT	120V 1P 2W	AD 913701213402,
S1		(1) 90W LED, PCBAL LEM-30 4000K 319A 70 CRI	DSXO LED P5 40K BLC MVOLT	ELECTRONIC	POLE	Lithonia Lighting, DSXO LED P5 40K BLC MVOLT	120V 1P 2W	LED Driver,
S2-90		(1) 90W LED, PCBAL LEM-30 4000K 319A 70 CRI	DSXO LED P5 40K BLC MVOLT	ELECTRONIC	POLE	Lithonia Lighting, DSXO LED P5 40K BLC MVOLT	120V 1P 2W	LED Driver,
S2-180		(1) 90W LED, PCBAL LEM-30 4000K 319A 70 CRI	DSXO LED P5 40K BLC MVOLT	ELECTRONIC	POLE	Lithonia Lighting, DSXO LED P5 40K BLC MVOLT	120V 1P 2W	LED Driver,
W1		(1) 11W	TWX1 LED WITH ALO - PERFORMANCE PACKAGE, 4000K	ELECTRONIC	CEILING	Lithonia Lighting, TWX1 LED ALO 40K	120V 1P 2W	

GENERAL NOTE

THESE PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE 2020 NATIONAL ELECTRICAL CODE.

VOLTAGE DROP

THIS PROJECT IS IN COMPLIANCE WITH 2023 FBC-ENERGY CONSERVATION C405.5.3 AND NEC 210.19 WITH REGARDS TO VOLTAGE DROP (5%).

ELECTRICAL DRAWING LIST

DRAWING NO.	DESCRIPTION
E.0	ELECTRICAL FIXTURE SCHEDULES, NOTES, & SPECIFICATIONS
E.1	ELECTRICAL SITE LIGHTING PLAN
E.2	ELECTRICAL SITE LIGHTING PLAN - PHOTOMETRICS
E.1P	ELECTRICAL RISER DIAGRAM SCHEDULES AND DETAILS

John P. Adams, AIA
Jerome Bankovich, Jr., AIA, LEED
Ethan J. Hine, AIA
Jennifer Zaffuto, AIA, LEED, NCARB

1741 KIWANIS TRAIL • DUBOIS, PA • 481.371.1541 • P: 614.371.8801 • KTHarch.com
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KTH ARCHITECTS

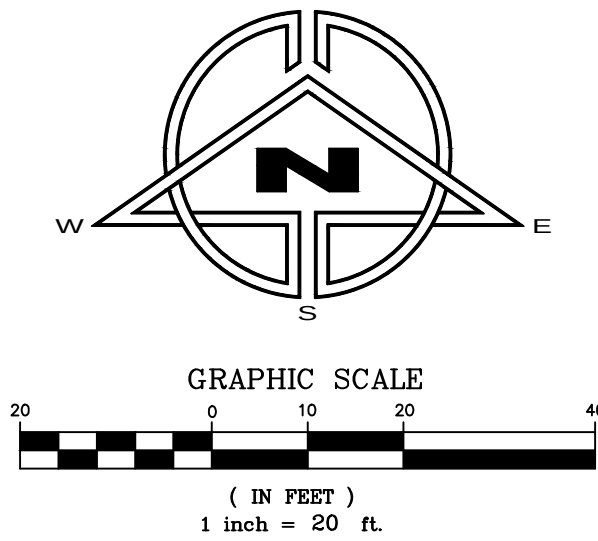
ALOMA-LAKEMONT MOB
ALOMA-LAKEMONT MOB
SCHEDULES, DETAILS, AND SPECIFICATIONS

871 ALOMA AVE., WINTER PARK, FL 32789

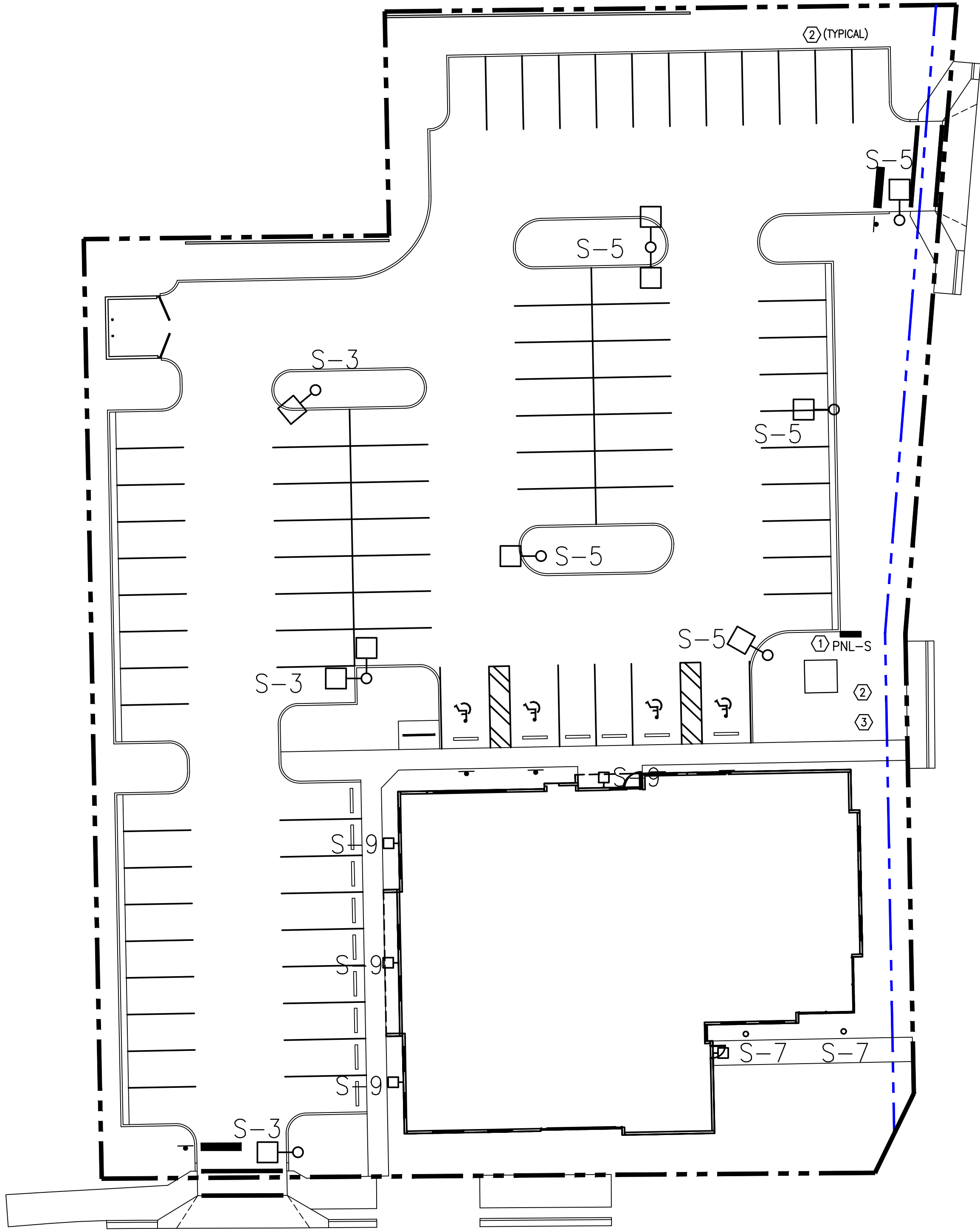
03/11/2024

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ELECTRICAL FIXTURE SCHEDULES, NOTES AND SPECIFICATIONS
NOT TO SCALE



LUMINAIRE SCHEDULE								
CALLOUT	SYMBOL	LAMP	DESCRIPTION	BALLAST	MOUNTING	MODEL	VOLTS	NOTE 1
B1	◦	(1) LED, NICHIA 219B	KBA8 WITH 3 LIGHT BOARDS (12 LEDs), 350ma DRIVER, 4000K COLOR TEMP, AND ASYMMETRIC OPTIC	ELECTRONIC	CEILING	Lithonia Lighting, KBA8 LED 12C 350 40K ASY MVOLT	120V 1P 2W	AD 913701213402,
S1	○□	(1) 90W LED, PCBA LEM-30, 4000K 319A 70 CRI	DSX0 LED P5 40K BLC MVOLT	ELECTRONIC	POLE	Lithonia Lighting, DSX0 LED P5 40K BLC MVOLT	120V 1P 2W	LED Driver,
S2-90	□○□	(1) 90W LED, PCBA LEM-30, 4000K 319A 70 CRI	DSX0 LED P5 40K BLC MVOLT	ELECTRONIC	POLE	Lithonia Lighting, DSX0 LED P5 40K BLC MVOLT	120V 1P 2W	LED Driver,
S2-180	□○□□	(1) 90W LED, PCBA LEM-30, 4000K 319A 70 CRI	DSX0 LED P5 40K BLC MVOLT	ELECTRONIC	POLE	Lithonia Lighting, DSX0 LED P5 40K BLC MVOLT	120V 1P 2W	LED Driver,
W1	◻	(1) 11W	TWX1 LED WITH ALO - PERFORMANCE PACKAGE, 4000K	ELECTRONIC	CEILING	Lithonia Lighting, TWX1 LED ALO 40K	120V 1P 2W	



- PLAN NOTES
- ① ROUTE BRANCH CIRCUIT THROUGH LIGHTING CONTACTOR LC-1, SERVICE PANEL "S" LOCATION. SEE RISER DIAGRAM THIS SHEET. LIGHTING CONTACTOR "LC-1" ON RACK.
- ② PROVIDE 25-FOOT LIGHT POLES (MEASURED FROM FINISHED GRADE TO TOP OF POLE.) SUBMIT SHOP DRAWINGS OF POLE MATERIAL AND FOUNDATION FOR ENGINEER'S REVIEW AND APPROVAL PRIOR TO PURCHASE OF POLE. THE SYSTEM SHALL WITHSTAND 150 MPH WINDS.

① ELECTRICAL SITE LIGHTING PLAN

NO.	DESCRIPTION	DATE

John P. Adams, AIA
Jerome Bankovich, Jr., AIA, LEED
Ethan J. Hine, AIA
Jennifer Zafuto, AIA, LEED, NCARB

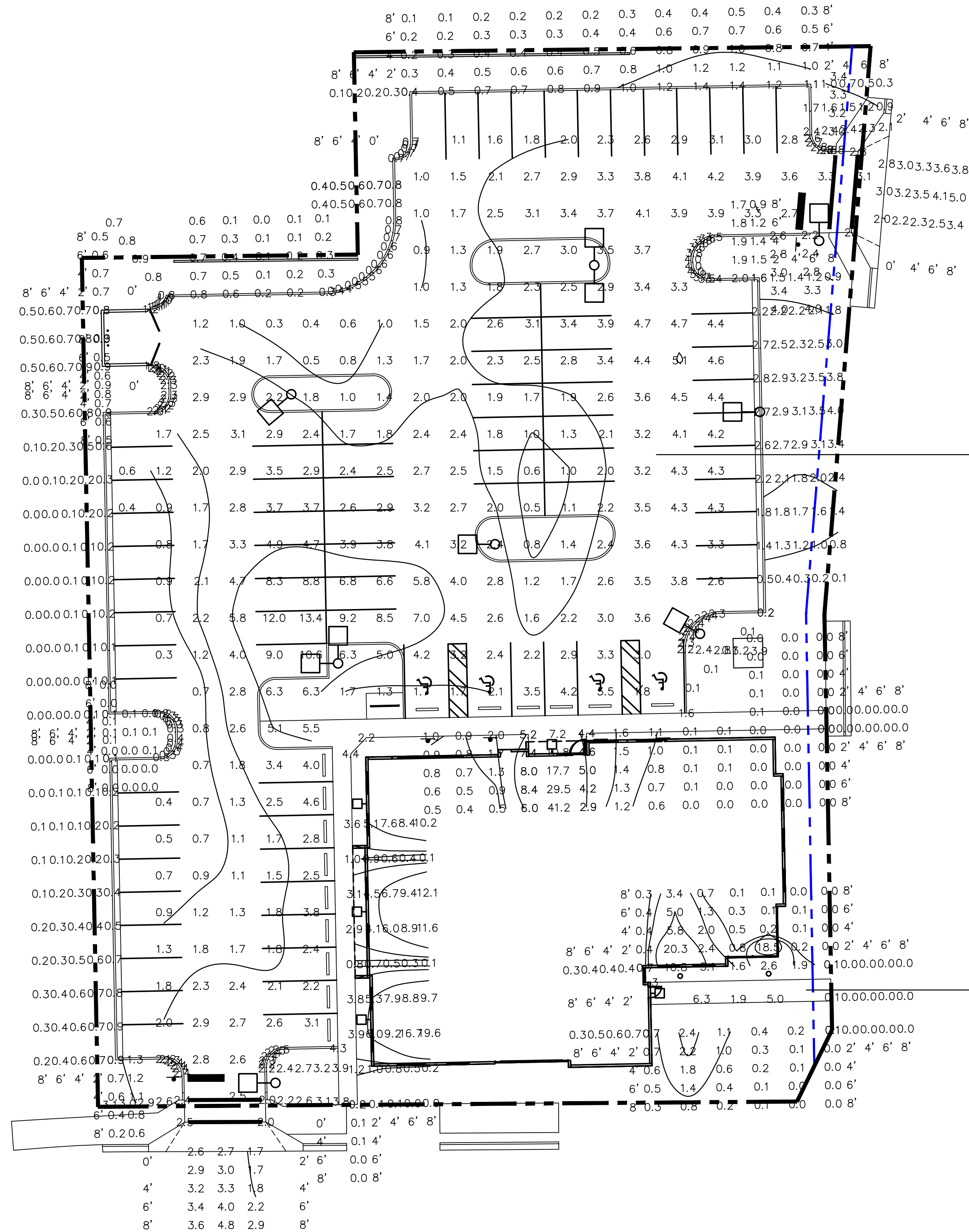
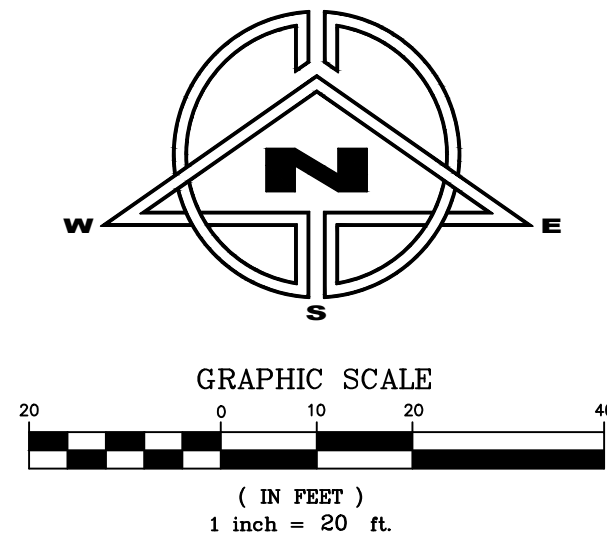
KTH ARCHITECTS

ALOMA - LAKEMONT MOB
ALOMA - LAKEMONT MOB
SCHEDULES, DETAILS, AND SPECIFICATIONS
871 ALOMA AVE., WINTER PARK, FL 32789

03/11/2024

E.1

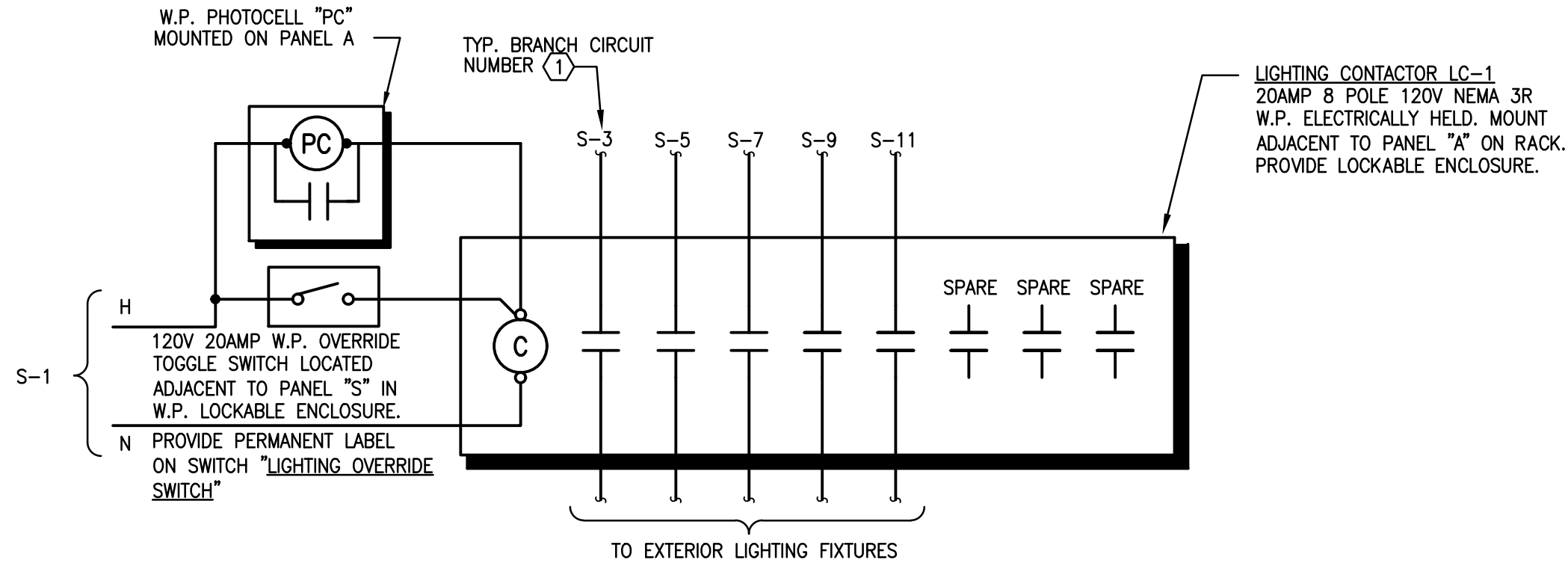
CALLOUT	SYMBOL	LAMP	DESCRIPTION	BALLAST	MOUNTING	MODEL	VOLTS	NOTE 1
B1		(1) LED, NICHIA 219B	KBA8 WITH 3 LIGHT BOARDS (12 LEDs), 350mA DRIVER, 4000K COLOR TEMP, AND ASYMMETRIC OPTIC	ELECTRONIC	CEILING	Lithonia Lighting, KBA8 LED 12C 350 40K ASY MVOLT	120V 1P 2W	AD 913701213402.
S1		(1) 90W LED, PCBA LEM-30 4000K 319A 70 CRI	DSX0 LED P5 40K BLC MVOLT	ELECTRONIC	POLE	Lithonia Lighting, DSX0 LED P5 40K BLC MVOLT	120V 1P 2W	LED Driver,
S2-90		(1) 90W LED, PCBA LEM-30 4000K 319A 70 CRI	DSX0 LED P5 40K BLC MVOLT	ELECTRONIC	POLE	Lithonia Lighting, DSX0 LED P5 40K BLC MVOLT	120V 1P 2W	LED Driver,
S2-180		(1) 90W LED, PCBA LEM-30 4000K 319A 70 CRI	DSX0 LED P5 40K BLC MVOLT	ELECTRONIC	POLE	Lithonia Lighting, DSX0 LED P5 40K BLC MVOLT	120V 1P 2W	LED Driver,
W1		(1) 11W	TWX1 LED WITH ALO - PERFORMANCE PACKAGE, 4000K	ELECTRONIC	CEILING	Lithonia Lighting, TWX1 LED ALO 40K	120V 1P 2W	



① ELECTRICAL SITE LIGHTING PLAN - PHOTOMETRICS
1" = 20' - 0"

AVERAGE FOOT-CANDLES	2.83
MAXIMUM FOOT-CANDLES	13.4
MINIMUM FOOT-CANDLES	0.3
MINIMUM TO MAXIMUM FC RATIO	0.02
MAXIMUM TO MINIMUM FC RATIO	50.93
AVERAGE TO MINIMUM FC RATIO	10.76

AVERAGE FOOT-CANDLES	4.4
MAXIMUM FOOT-CANDLES	6.3
MINIMUM FOOT-CANDLES	1.9
MINIMUM TO MAXIMUM FC RATIO	0.3
MAXIMUM TO MINIMUM FC RATIO	3.31
AVERAGE TO MINIMUM FC RATIO	2.32



5 EXTERIOR LIGHTING CONTROL DIAGRAM
NOT TO SCALE

NEW PANEL S										RATING: 200 AMP M.C.B.										LUG LOCATION: BOTTOM										AIC: 22KAIC										MOUNTING: SURFACE										TYPE: SQUARE 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CONSTRUCTION PLANS
FOR
VERAX AT LAKEMONT

05-22-30-1140-00-250, 05-22-30-1140-00-230, 05-22-30-1140-00-190, 05-22-30-1140-00-200, 05-22-30-1140-00-210

1871 ALOMA AVENUE
WINTER PARK, FLORIDA 32789



LOCATION MAP

NTS
SECTION 05, TOWNSHIP 22, RANGE 30

OWNER:
VERAX LAKEMONT, LLC
DR. JAVIER MILLER
1555 GLENCOE ROAD
WINTER PARK, FL 32789
(407) 895-2525

STATEMENT OF OWNERSHIP:

THE PROPERTY AND ALL IMPROVEMENTS AS SHOWN ARE OWNED AND SHALL BE MAINTAINED BY VERAX LAKEMONT, LLC.

GENERAL STATEMENT:

THE CHARACTER AND INTENDED USE OF THIS DEVELOPMENT SHALL BE THE CONSTRUCTION OF A 17,626 MEDICAL OFFICE BUILDING ALONG WITH THE ASSOCIATED UTILITIES, PARKING, ACCESS ROADS AND WATER MANAGEMENT FACILITIES.

SITE DATA:

PROJECT NAME: VERAX AT LAKEMONT
ADDRESS: 1871 ALOMA AVENUE
WINTER PARK, FL 32789
OWNER ADDRESS: 1555 GLENCOE ROAD
WINTER PARK, FL 32789
TELEPHONE: (407) 895-2525

ZONING/LAND USE DATA:

ZONING: O-2 AND R-1A
FUTURE LAND USE: OFFICE PROFESSIONAL AND PARKING LOT
PROPOSED USE: 17,626 SF MEDICAL OFFICE
NUMBER OF STORIES: TWO
MAX. BUILDING HEIGHT: 33 FEET
FAR: 0.342 **
BUILDING COVERAGE: 16.92% *
PHASING: ONE PHASE
VEGETATION: GRASS WITH SOME TREES
WATER SERVICE: CITY OF WINTER PARK
WASTEWATER SERVICE: CITY OF WINTER PARK
TRASH COLLECTION SERVICE: WASTE PRO
SOILS: 48-TAVARES FINE SAND-URBAN LAND COMPLEX, 0 TO 5% SLOPES
STORMWATER MANAGEMENT: PROPOSED ON-SITE UNDERGROUND RETENTION SYSTEM
FIRE: CITY OF WINTER PARK FIRE STATION #62
SITE AREA: 51,579 SF=1.213 ACRES **
IMPERVIOUS: 40,177 SF=0.922 ACRES AT 77.89%
BUILDING: 8,729 SF=0.200 ACRES AT 16.92% ***
PAVEMENT/SIDEWALKS: 31,448 SF=0.722 ACRES AT 60.97%
OPEN SPACE: 11,402 SF=0.262 ACRES AT 22.11%

SETBACKS/BUFFERS:

FRONT (SOUTH) (ALOMA AVENUE): 10 FEET/10 FEET
REAR (NORTH): 50 FEET/10 FEET
SIDE (EAST) (LAKEMONT AVENUE): 10 FEET/10 FEET
SIDE (WEST): 5 FEET/5 FEET

PARKING REQUIREMENTS:

PARKING REQUIRED:
MEDICAL OFFICE: ONE SPACE PER 200 SF
17,626 SF/200=88 SPACES
TOTAL: 88 SPACES
REGULAR SPACES PROVIDED: 80
HANDICAPPED SPACES PROVIDED: 4
TOTAL SPACES PROVIDED: 84 SPACES

UTILITY COMPANIES:

POWER: WINTER PARK UTILITIES DEPARTMENT
401 SOUTH PARK AVENUE
WINTER PARK, FL 32789
(407) 599-3220
SEWER: WINTER PARK UTILITIES DEPARTMENT
401 SOUTH PARK AVENUE
WINTER PARK, FL 32789
(407) 599-3220
WATER: WINTER PARK UTILITIES DEPARTMENT
401 SOUTH PARK AVENUE
WINTER PARK, FL 32789
(407) 599-3220
TELEPHONE: AT&T DISTRIBUTION
132 COMMERCE WAY
SANFORD, FL 32771
(407) 302-7611
GAS: TECO PEOPLES GAS
600 W. ROBINSON STREET
ORLANDO, FL 32801
(407) 420-6649

LEGAL DESCRIPTION:

PARCELS 1 THROUGH 5 (PARCEL 1: 05-22-30-1140-00-190 - LOT 19 & EAST 1/2 OF LOT 18; PARCEL 2: 05-22-30-1140-00-200 - LOT 20; PARCEL 3: 05-22-30-1140-00-210 - LOTS 21 & 22; PARCEL 4: 05-22-30-1140-00-230 - LOTS 23 & 24; PARCEL 5: 05-22-30-1140-00-250 - LOT 25):

THE EAST 1/2 OF LOT 18 AND ALL OF LOTS 19, 20, 21, 22, 23, 24, AND 25, CAMPO BELLO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK L, PAGE(S) 23, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LESS AND EXCEPT THOSE PORTIONS THEREOF AS DESCRIBED IN THOSE CERTAIN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 1453, PAGE 361 AND OFFICIAL RECORDS BOOK 2220, PAGE 107, AND LESS THAT PART TAKEN FOR ROAD RIGHT-OF-WAY BY ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2281, PAGE 164, ALL OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ENGINEER:

MITCH COLLINS, P.E., INC.
801 E. SOUTH STREET
ORLANDO, FL 32801
(407) 850-8557

ARCHITECT:

KTH ARCHITECTS
800 HIGHLAND AVENUE
ORLANDO, FL 32803
(407) 203-8707

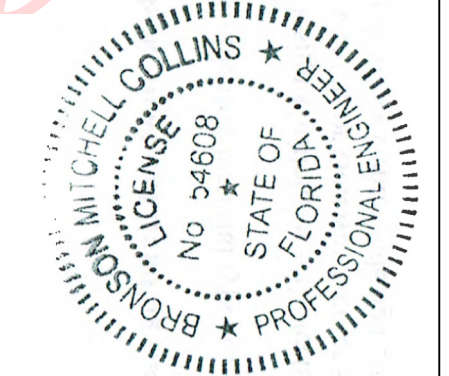
SURVEYOR:

ACCURIGHT SURVEYS OF ORLANDO, INC.
2012 E. ROBINSON STREET
ORLANDO, FL 32803
(407) 894-6314

LANDSCAPE ARCHITECT:

MAGLEY DESIGN
1917 EAST WASHINGTON STREET
ORLANDO, FL 32803
(407) 758-9456

Digitally
signed by
bronson m
collins
Date:
2024.05.06
21:10:23
-04'00'



THIS ITEM HAS BEEN DIGITALLY SIGNED
AND SIGNED BY MITCH COLLINS ON
THE DATE ADJACENT TO THE SEAL.
PRINTED COPIES OF THIS DOCUMENT ARE
VALID. THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

MITCH COLLINS, P.E. # 34608
STATE OF FLORIDA, C.A.# 9523

DATE

INDEX OF DRAWINGS

SHT. NO.	DESCRIPTION
	COVER SHEET
1	BOUNDARY AND TOPOGRAPHIC SURVEY
D-1	DEMOLITION PLAN
C-0	MOT PLAN
C-1	SITE LAYOUT PLAN
C-2	GRADING AND DRAINAGE PLAN
C-3	EROSION CONTROL PLAN
C-4	WATER UTILITY PLAN
C-5	SANITARY UTILITY PLAN
C-6	DETAILS AND NOTES
C-7	DETAILS AND NOTES
C-8	DETAILS AND NOTES
L1	PLANTING PLAN
L2	PLANTING SCHEDULE AND DIAGRAMS
L3	PLANTING NOTES AND DETAILS
I1	IRRIGATION PLAN
I2	IRRIGATION SCHEDULES
I3	IRRIGATION NOTES

* INCLUDES FIRST FLOOR FOOTPRINT ONLY
** AFTER RIGHT-OF-WAY DEDICATION
*** FIRST FLOOR ONLY (EXCLUDES OVERHANGS)

mitch collins, pe, inc.
801 east south street p. 407.850.8557
orlando, fl 32801 c. 407.448.8979
mitchcollins@mitchcollinspe.com

The map illustrates the site's location within the City of Edinburg, Texas. The site is situated on the east side of N. Lakefront Ave, south of Edwin Blvd. The map includes the following streets: N. Phelps Ave, Edwin Blvd, N. Lakefront Ave, Aloma Ave, Anzle Ave, Harris Ave, and N. Edinburg Dr. A north arrow is located near the center of the map, pointing towards the top. The site is highlighted with a red outline and diagonal hatching.

PARCELS 1 THROUGH 5 (PARCEL 1: 05-22-30-1140-00-190 - LOT 19 & EAST 1/2 OF LOT 18; PARCEL 2: 05-22-30-1140-00-200 - LOT 20; PARCEL 3: 05-22-30-1140-00-210 - LOTS 21 & 22; PARCEL 4: 05-22-30-1140-00-230 - LOTS 23 & 24; PARCEL 5: 05-22-30-1140-00-250 - LOT 25);

LESS AND EXCEPT THOSE PORTIONS THEREOF AS DESCRIBED IN THOSE CERTAIN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 1453, PAGE 361 AND OFFICIAL RECORDS BOOK 2220, PAGE 107, AND LESS THAT PART TAKEN FOR ROAD RIGHT-OF-WAY BY ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2281, PAGE 164, ALL OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

8. RESTRICTIONS, DEDICATIONS, RESERVATIONS, SETBACKS AND EASEMENTS, IF ANY, AS INDICATED AND/OR SHOWN ON THAT CERTAIN PLAT RECORDED IN PLAT BOOK "L", AT PAGE(S) 23, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. **(ON SUBJECT PROPERTY, BLANKET IN NATURE.)**

9. RESTRICTIONS, DEDICATIONS, RESERVATIONS, SETBACKS AND EASEMENTS, IF ANY, AS INDICATED AND/OR SHOWN ON THAT CERTAIN PLAT RECORDED IN DEED BOOK "J", AT PAGE(S) 167, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. **(ON SUBJECT PROPERTY, BLANKET IN NATURE.)**

10. EASEMENT(S) IN FAVOR OF FLORIDA POWER CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 2576, PAGE 251, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (AS TO PARCEL 1 - LOT 18) **(ON SUBJECT PROPERTY, SHOWN HEREON.)**

11. EASEMENT(S) IN FAVOR OF EXXON MOBIL CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 6268, PAGE 6642, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (PROPERTY SPECIFIC - AS TO ALL PARCELS) ***(ON SUBJECT PROPERTY, BLANKET IN NATURE.)***

12. ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2281, PAGE 164, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (**OFF SUBJECT PROPERTY, SHOWN HEREON.**)

SITE BENCHMARK #1	SITE BENCHMARK #2	SITE BENCHMARK #3
BENCHMARK N&D ELEVATION = 96.91 DATUM = NAVD 88	BENCHMARK N&D ELEVATION = 93.31 DATUM = NAVD 88	BENCHMARK N&D ELEVATION = 96.13 DATUM = NAVD 88

1. BEARING STRUCTURE IS ASSUMED AND BASED ON THE EAST LINE OF LORING CHASE, AS RECORDED IN PLAT BOOK 100, PAGE 1, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING N01°11'57"W.

2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.

3. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THIS SURVEY WAS MADE ON THE GROUND. ANY UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM OBSERVED SURFACE UTILITY FEATURES AND/OR DRAWINGS PROVIDED BY CLIENT. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE SHOWN AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

4. SUBJECT PROPERTY LIES IN ZONE "X", BASED ON FLOOD INSURANCE RATE MAP NO. 12095C0255F, COMMUNITY NO. 120188, CITY OF WINTER PARK, ORANGE COUNTY, FLORIDA, EFFECTIVE SEPTEMBER 25, 2009.

5. THIS SURVEY IS VALID ONLY FOR THE PARTIES TO WHOM IT IS CERTIFIED TO. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED.

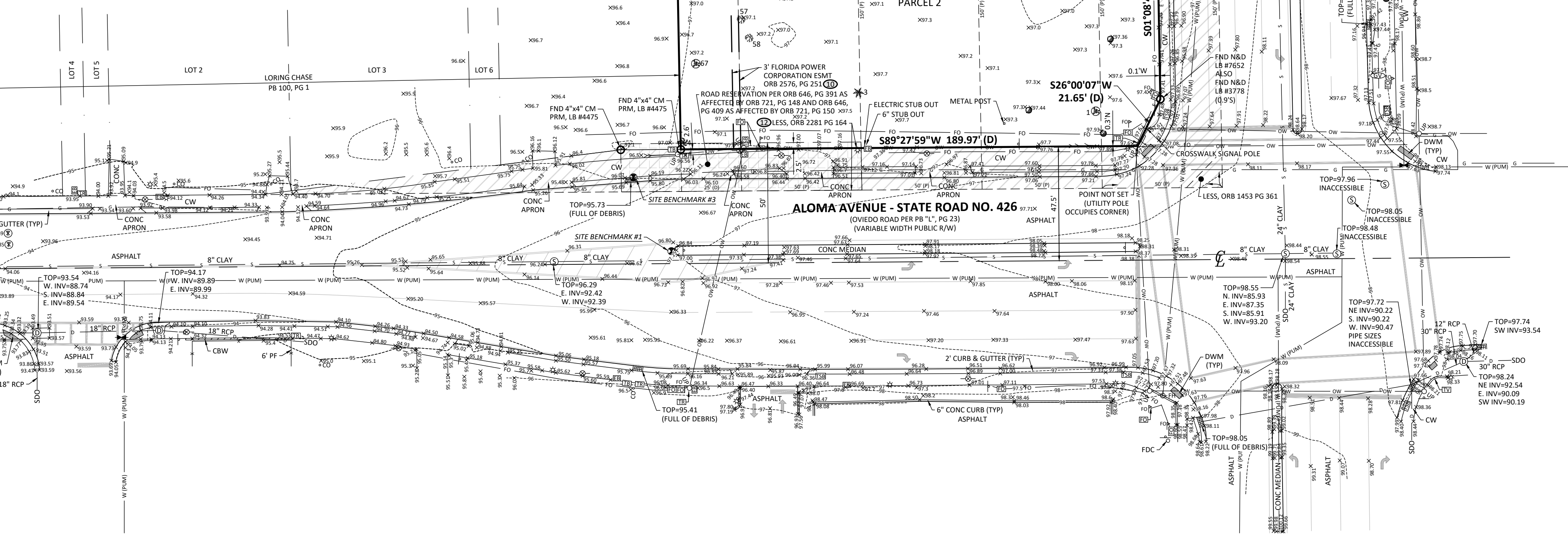
6. THIS SURVEY EXCEEDS THE ACCURACY REQUIREMENTS SET FORTH IN FLORIDA STATUTES.

7. THIS SURVEY WAS MADE WITH BENEFIT OF WESTCOR LAND TITLE INSURANCE COMPANY'S PLANT FILE NO. 23-083390, EFFECTIVE: NOVEMBER 17, 2023.

8. ELEVATIONS BASED ON ORANGE COUNTY BENCHMARK #L645009 HAVING AN ELEVATION OF 93.306 FEET, (NAVD 88).

TREE CHART

1 - 28" OAK	25 - 18" PALM	49 - 8" PALM
2 - 15" PALM	26 - 13" PALM	50 - 16" OAK
3 - 19" PINE	27 - 11" OAK	51 - 14" OAK
4 - 24" PALM	28 - 11" PALM	52 - 14" OAK
5 - 9" UNIDENTIFIED TREE	29 - 11" PALM	53 - 24" OAK
6 - 14" PALM	30 - 24" OAK	54 - 16" OAK
7 - 14" PALM	31 - 9" OAK	55 - 7" OAK
8 - 13" PALM	32 - 13" OAK	56 - 7" OAK
9 - 16" OAK	33 - 8" OAK	57 - 2,7 U
10 - 13" OAK	34 - 10" OAK	58 - 7" UNID. SH.
11 - 12" PALM	35 - 14" OAK	59 - 12" OAK
12 - 15" OAK	36 - 12" PALM	60 - 36" OAK
13 - 10" OAK	37 - 10" OAK	61 - 9" CAMPHOR (DEAD)
14 - 12" PALM	38 - 12" PALM	62 - 21" OAK
15 - 13" OAK	39 - 12" PALM	63 - 2,7 CAP
16 - 13" OAK	40 - 10" CAMPHOR	64 - 9" UNID.
17 - 13" PALM	41 - 10" OAK	65 - 9" UNID.
18 - 15" PALM	42 - 18" OAK	66 - 2,7 CH
19 - 12" PALM	43 - 13" PALM	67 - 33" OAK
20 - 8" PALM	44 - 10" PALM	68 - 18" PALM
21 - 17" PALM	45 - 28" OAK	69 - 13" OAK
22 - 12" OAK	46 - 18" OAK	70 - 13" CH
23 - 12" OAK	47 - 10" OAK	71 - 10" CAMPHOR
24 - 12" OAK	48 - 21" CAMPHOR	72 - 13" OAK

[illegible]

ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

SCALE: 1" = 30'	JOB #57597	SHEET 1 OF 1

PREPARED FOR:
VERAX HOLDINGS, LLC

SUBDIVISION NAME: CAMPO BELLO

LOCATION:
443 N. LAKEMONT AVE
WINTER PARK, FL 32792

BB	- BOTTOM OF BANK	MEAS	- MEASURED
BC	- BACK FLOW PREVENTER	MF	- METAL FENCE
BE	- BENCHMARK	MI	- METAL SHEED
B	- BOLLARD	MI	- MITERED END SECTION
E	- BUILT	MD	- MONITORING WELL
EW	- BURIED ELECTRIC	ND	- NAIL & DISC
F	- BARBED WIRE FENCE	NA	- NORTH AMERICAN
FB	- CABLE TV RISER	ND	- NORTH DATUM
BC	- BURIED CABLE TV	NC	- NORTH
A	- CENTRAL ANGLE	NGVD	- NATIONAL GEOGRAPHIC
CBW	- CONCRETE BLOCK WALL	NT	- NORTH DATUM
CC	- COVERED CONCRETE	NR	- NORTH
CC	- CERTIFIED CORNER RECORD	OR	- OFFICIAL RECORDS BOOK
CC	- CONCRETE FUTURE FLUTE	OW	- OVERHEAD WIRE
CHW	- CONCRETE HEAD WALL	P	- (PLAT)
CL	- CHAIN LINK FENCE	PA	- PLANT
CL	- CEMENT	PC	- POINT OF CURVATURE
CM	- CONCRETE MONUMENT	PUM	- PER UTILITY MAP
CC	- CORRUGATED METAL PIPE	PG	- PLASTIC FENCE
CC	- CLEAN OUT	PI	- PILE
CC	- CONCRETE	PI	- POINT OF INTERSECTION
CC	- COVERED	PM	- PLAT & MEASURED
CC	- CONCRETE PAD	PMB	- POINT OF BEGINNING
CC	- CONCRETE PAD	PC	- POINT OF COMMENCEMENT
CC	- CONCRETE PAD	PC	- POINT OF REVERSE CURVATURE
CC	- CONCRETE PAD	P	- PARKING SPACES
CC	- CONCRETE PAD	PSM	- PROFESSIONAL SURVEYOR
CC	- CONCRETE PAD	PT	- POINT OF TANGENCY
CC	- CONCRETE PAD	PM	- PLANT
CC	- CONCRETE PAD	PVC	- PLASTIC PIPE
CC	- CONCRETE PAD	PC	- CURVE RADIUS
CC	- CONCRETE PAD	PC	- REINFORCED CONCRETE
CC	- CONCRETE PAD	R/W	- RIGHT OF WAY
CC	- CONCRETE PAD	S	- SANITARY MANHOLE
CC	- CONCRETE PAD	S	- SANITARY LINE
CC	- CONCRETE PAD	S	- SLOPE
CC	- CONCRETE PAD	S	- SHOW FOR DIRECTION ONLY
CC	- CONCRETE PAD	S	- SQUARE FEET
CC	- CONCRETE PAD	S	- STOCK WIRE FENCE
CC	- CONCRETE PAD	S	- STORM ELEVATION
CC	- CONCRETE PAD	S	- STORM DRAIN LINE
CC	- CONCRETE PAD	S	- SEWER VALVE
CC	- CONCRETE PAD	S	- STORM MANHOLE
CC	- CONCRETE PAD	S	- UNDERGROUND TELEPHONE
CC	- CONCRETE PAD	S	- STORM INLET
CC	- CONCRETE PAD	S	- TOP OF BANK
CC	- CONCRETE PAD	S	- TRAFFIC POLE
CC	- CONCRETE PAD	S	- TOP OF SIGN
CC	- CONCRETE PAD	S	- TRANSFORMER/JUNCTION BOX
CC	- CONCRETE PAD	S	- TELEPHONE RISER
CC	- CONCRETE PAD	S	- TRAFFIC SIGNAL BOX
CC	- CONCRETE PAD	S	- TYPICAL
CC	- CONCRETE PAD	S	- UTILITY BOX
CC	- CONCRETE PAD	S	- UTILITY EASEMENT
CC	- CONCRETE PAD	S	- UTILITY MARKER
CC	- CONCRETE PAD	S	- UTILITY POLE
CC	- CONCRETE PAD	S	- WATER LINE
CC	- CONCRETE PAD	S	- WOOD FENCE
CC	- CONCRETE PAD	S	- WATER VALVE
CC	- CONCRETE PAD	S	- WOOD SHED
CC	- CONCRETE PAD	S	- WATER VALVE
CC	- CONCRETE PAD	S	- WATER METER
CC	- CONCRETE PAD	S	- YARD DRAIN

SURVEY DATE: 12/26/23

[illegible]

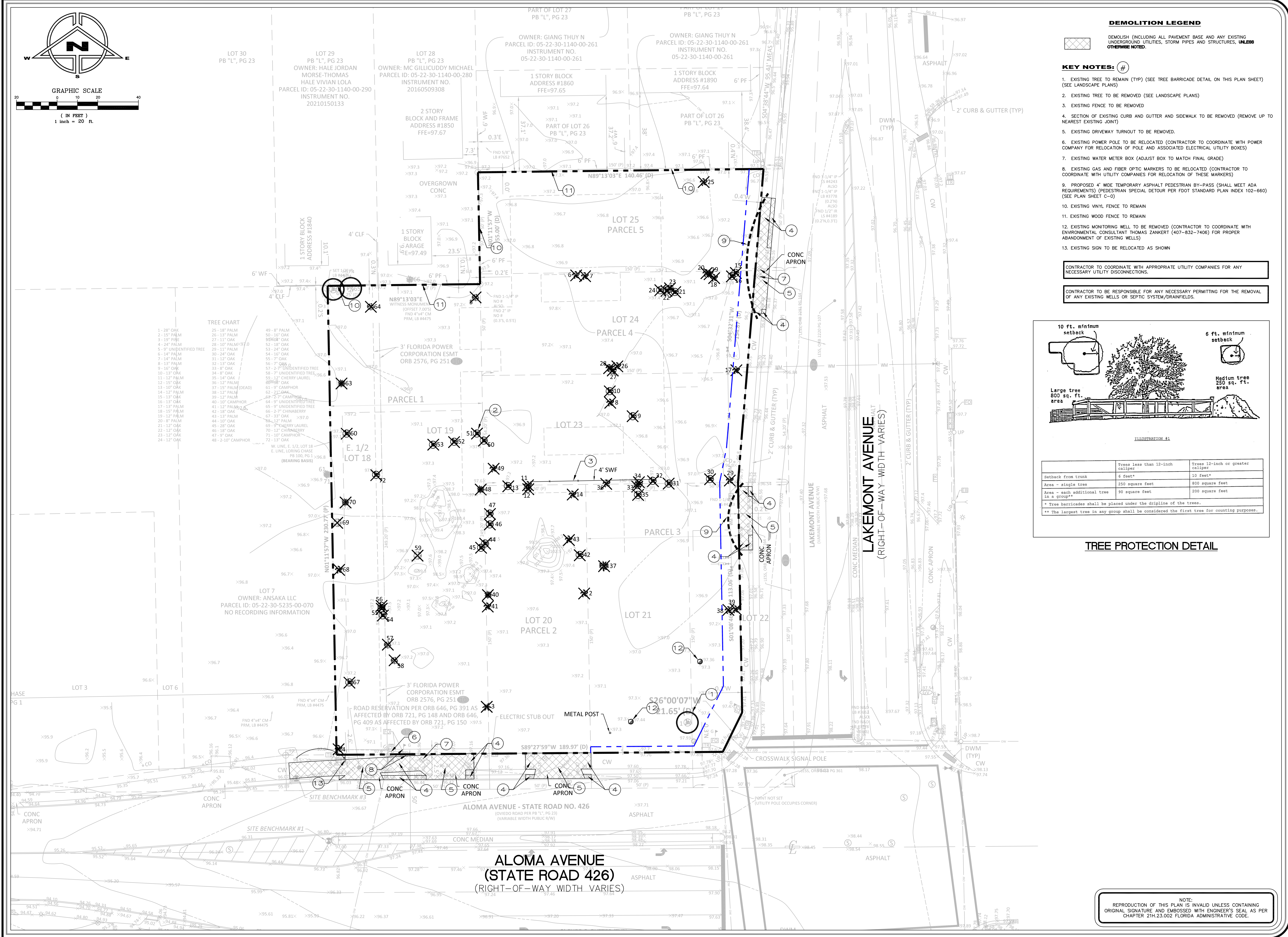
BOUNDARY AND TOPOGRAPHIC SURVEY

CERTIFIED TO: VERAX LAKEMONT, LLC; FAIRWINDS CREDIT UNION;
WESTCOR LAND TITLE INSURANCE COMPANY; WILLIAM P.
WEATHERFORD, JR., P.A.; ZIMMERMAN, KISER & SUTCLIFFE, P.A.

TERRENCE W. RUTTER, JR., PSM 7371
"THE DATE OF SIGNATURE DOES NOT REVISE OR SUPERSEDE THE
SURVEY DATE OR REVISION DATE."

THIS SURVEY MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY
CHAPTER 5J-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO
SECTION 472.027 OF THE FLORIDA STATUTES.

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS
FLORIDA LICENSED SURVEYOR AND MAPPER." -OR-
THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS
AUTHORIZED BY TERRENCE W. RUTTER, JR., PSM 7371.



DEMOLITION LEGEND

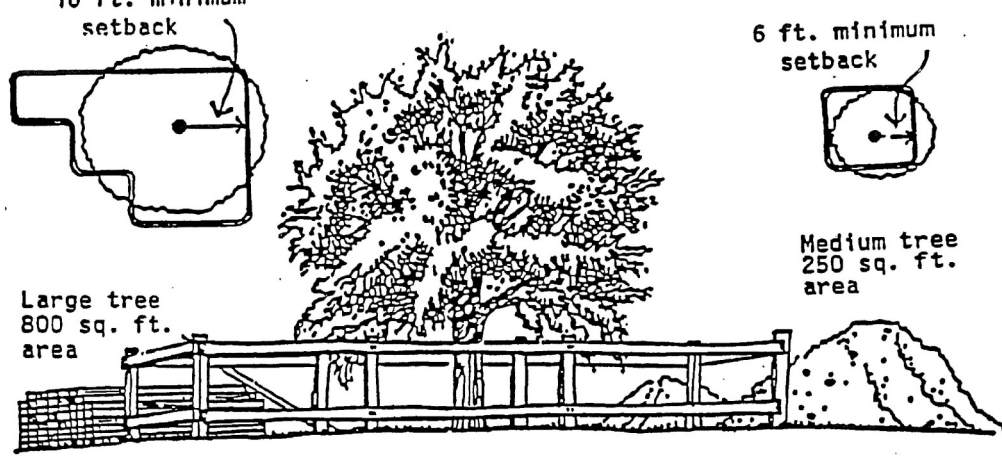
DEMOLISH (INCLUDING ALL PAVEMENT BASE AND ANY EXISTING UNDERGROUND UTILITIES, STORM PIPES AND STRUCTURES, UNLESS OTHERWISE NOTED).

KEY NOTES: #

- EXISTING TREE TO REMAIN (TYP) (SEE TREE BARRICADE DETAIL ON THIS PLAN SHEET) (SEE LANDSCAPE PLANS)
- EXISTING TREE TO BE REMOVED (SEE LANDSCAPE PLANS)
- EXISTING FENCE TO BE REMOVED
- SECTION OF EXISTING CURB AND GUTTER AND SIDEWALK TO BE REMOVED (REMOVE UP TO NEAREST EXISTING JOINT)
- EXISTING DRIVEWAY TURNOUT TO BE REMOVED.
- EXISTING POWER POLE TO BE RELOCATED (CONTRACTOR TO COORDINATE WITH POWER COMPANY FOR RELOCATION OF POLE AND ASSOCIATED ELECTRICAL UTILITY BOXES)
- EXISTING WATER METER BOX (ADJUST BOX TO MATCH FINAL GRADE)
- EXISTING GAS AND FIBER OPTIC MARKERS TO BE RELOCATED (CONTRACTOR TO COORDINATE WITH UTILITY COMPANIES FOR RELOCATION OF THESE MARKERS)
- PROPOSED 4' WIDE TEMPORARY ASPHALT PEDESTRIAN BY-PASS (SHALL MEET ADA REQUIREMENTS) (PEDESTRIAN SPECIAL DETOUR PER FDOT STANDARD PLAN INDEX 102-660) (SEE PLAN SHEET C-0)
- EXISTING VINYL FENCE TO REMAIN
- EXISTING WOOD FENCE TO REMAIN
- EXISTING MONITORING WELL TO BE REMOVED (CONTRACTOR TO COORDINATE WITH ENVIRONMENTAL CONSULTANT THOMAS ZANKERT (407-832-7406) FOR PROPER ABANDONMENT OF EXISTING WELLS)
- EXISTING SIGN TO BE RELOCATED AS SHOWN

CONTRACTOR TO COORDINATE WITH APPROPRIATE UTILITY COMPANIES FOR ANY NECESSARY UTILITY DISCONNECTIONS.

CONTRACTOR TO BE RESPONSIBLE FOR ANY NECESSARY PERMITTING FOR THE REMOVAL OF ANY EXISTING WELLS OR SEPTIC SYSTEM/DRAINFIELDS.



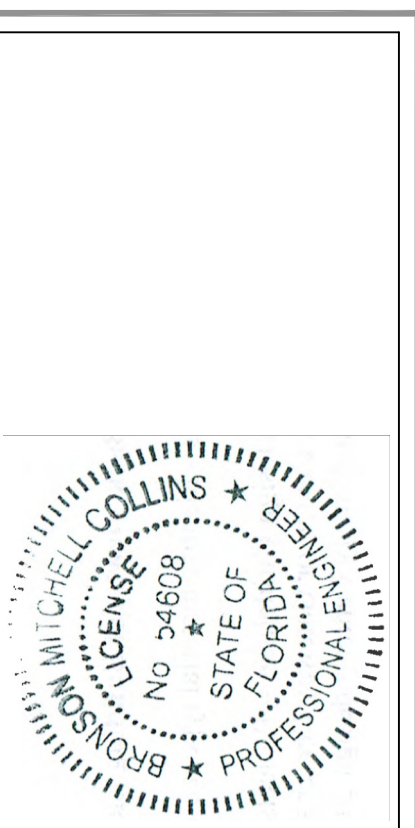
	Trees less than 12-inch caliper	Trees 12-inch or greater caliper
Setback from trunk	5 feet*	10 feet*
Area - single tree	250 square feet	800 square feet
Area - each additional tree in a group**	90 square feet	200 square feet

* Tree barricades shall be placed under the dripline of the trees.
** The largest tree in any group shall be considered the first tree for counting purposes.

TREE PROTECTION DETAIL

REV/DATE	BY
5-5-24	M.C.
AS PER CITY	--
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DEMOLITION PLAN FOR VERAX AT LAKEMONT

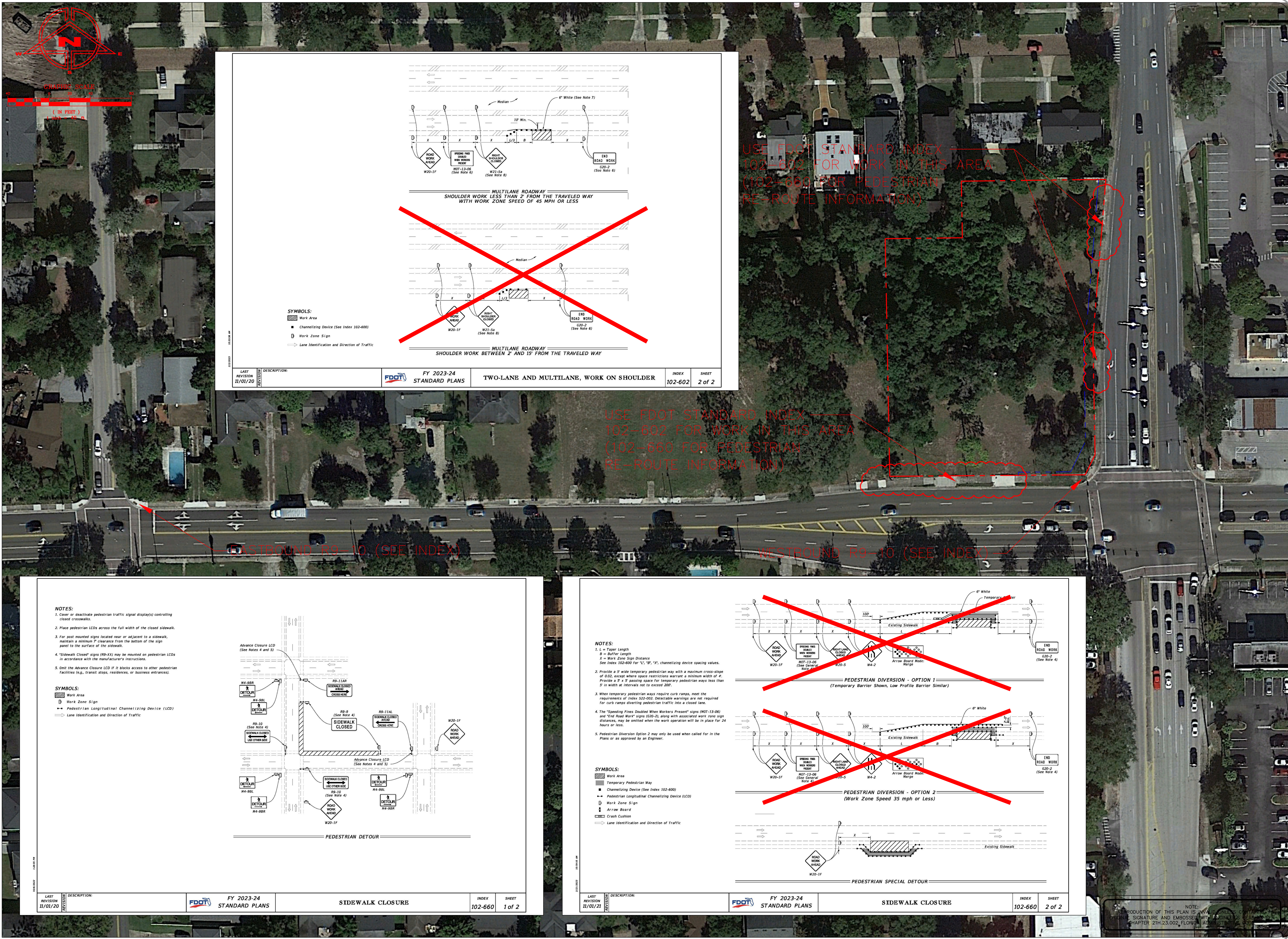


THIS PLAN AND EVERY DETAIL, SPECIFICATION, AND SCHEDULE IS HEREBY CERTIFIED TO BE TRUE AND CORRECT BY THE SEAL AND SIGNED BY THE ENGINEER ON THE DATE ADJACENT TO THE SEAL. THE SEAL IS NOT TO BE REPRODUCED OR COPIED WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE SEAL IS NOT TO BE USED FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE.

MICHAEL COLLINS, P.E., INC.
201 N. W. 10th Ave., Suite 100
Fort Lauderdale, FL 33304
Phone: (954) 551-1111
Fax: (954) 551-1112
Email: info@mcollinspe.com

DRAWN BY:	M.C.
CHECKED BY:	M.C.
DATE:	12-27-23
SCALE:	1" = 20'
JOB NO:	223-038
SHEET NO:	D-1 OF C-8

NOTE:
REPRODUCTION OF THIS PLAN IS INVALID UNLESS CONTAINING ORIGINAL SIGNATURE AND EMBOSSED WITH ENGINEER'S SEAL AS PER CHAPTER 21H.23.002 FLORIDA ADMINISTRATIVE CODE.



REV/DATE	BY
5-5-24	M.C.
AS PER CITY	--
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MOT PLAN

FOR

VERAX AT LAKE MONT

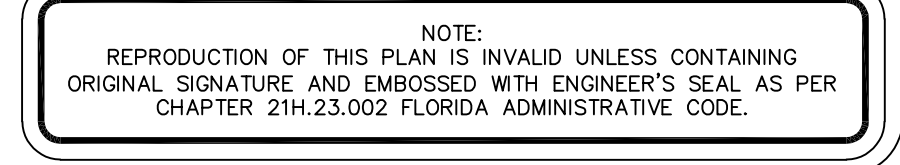
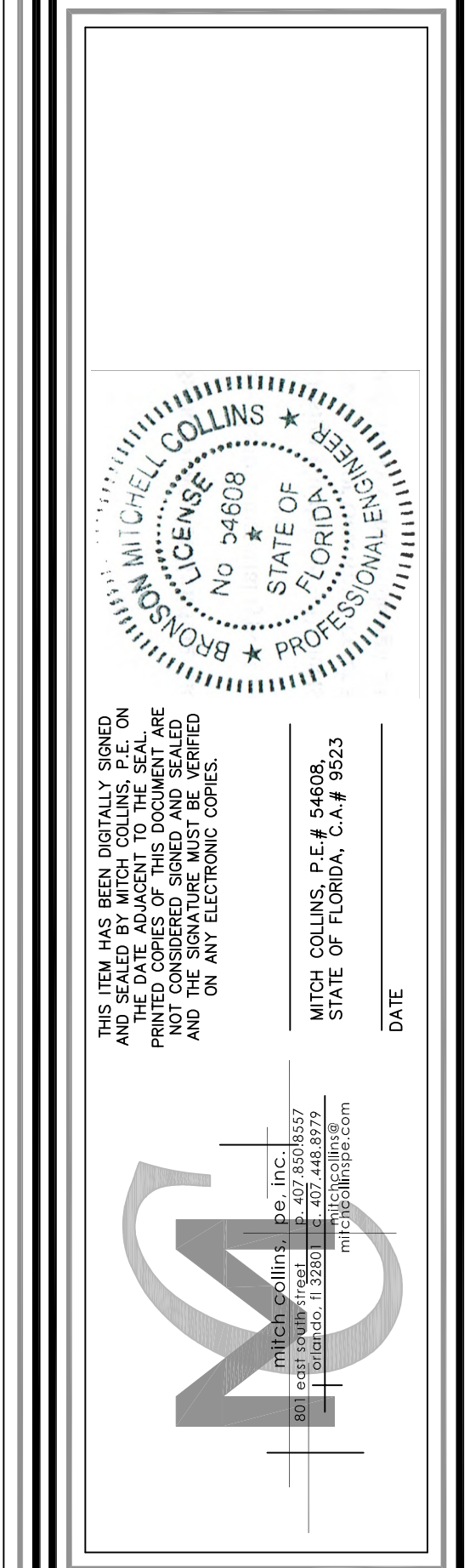
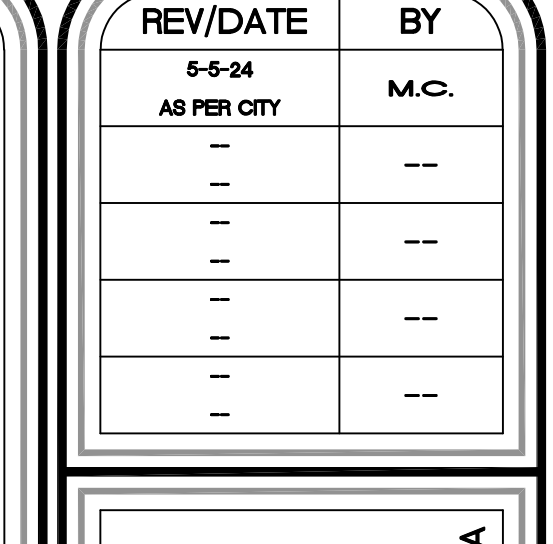
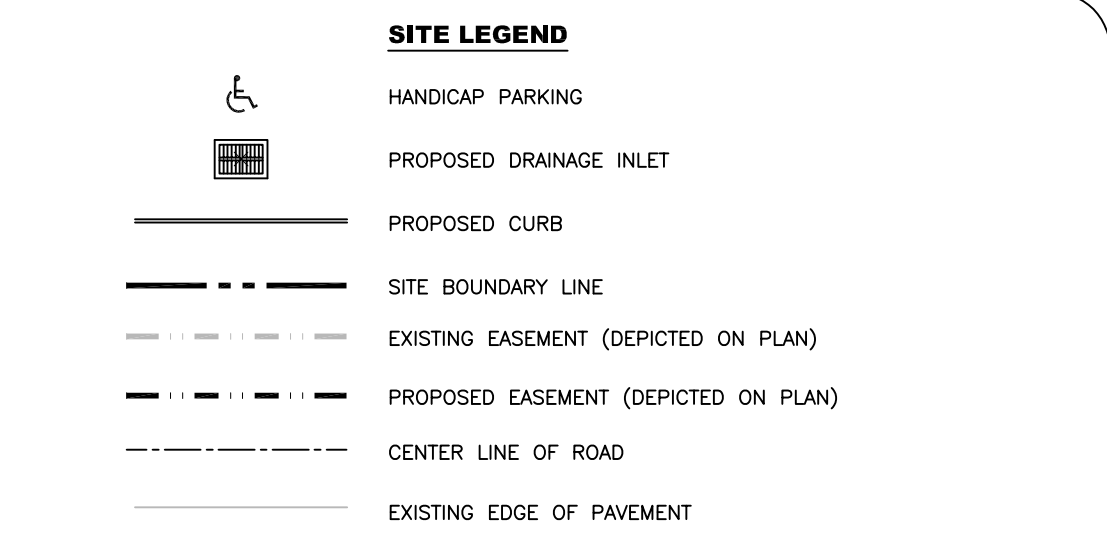
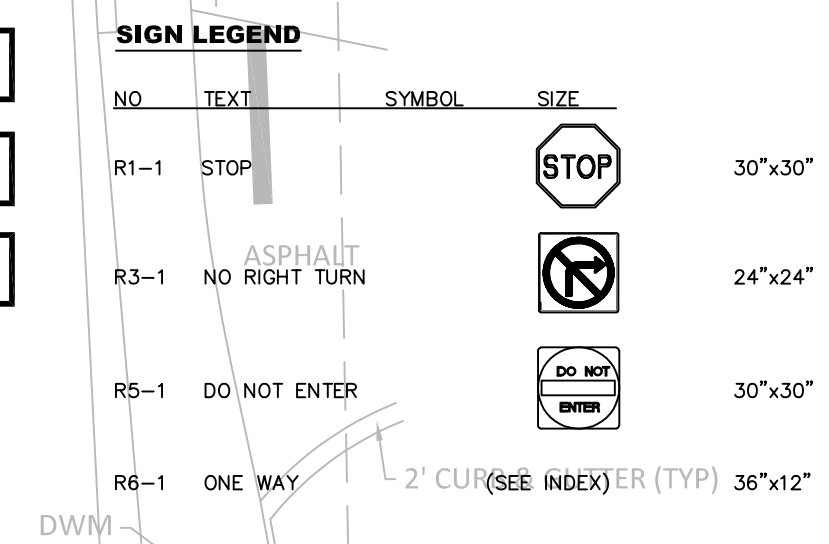
1871 ALOMA AVENUE

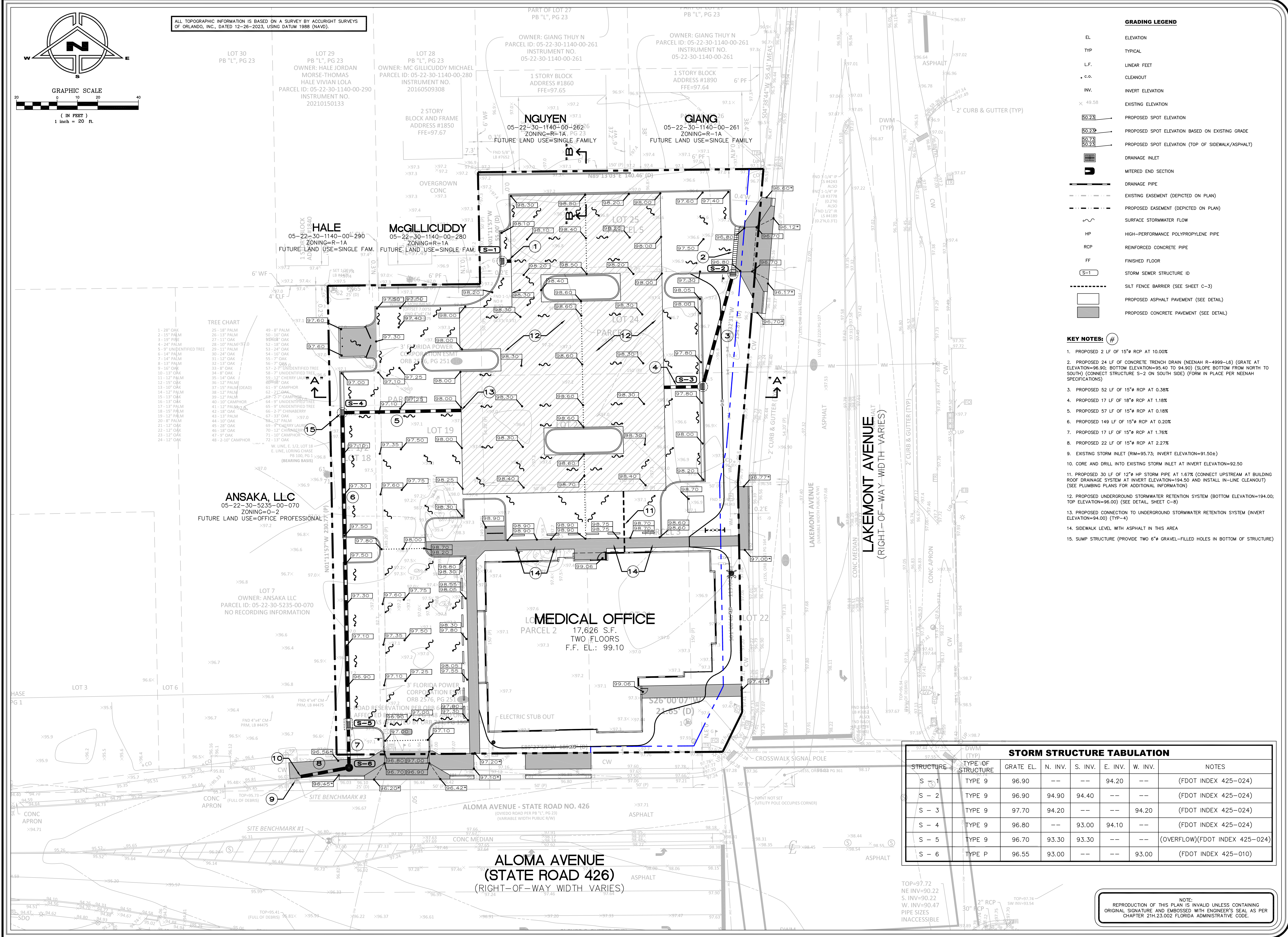
WINTER PARK, FLORIDA

PROFESSIONAL ENGINEER
STATE OF FLORIDA
NO. 54808
MICHAEL COLLINS

THIS PLAN HAS BEEN CAREFULLY EXAMINED AND I HEREBY CERTIFY THAT THE DESIGN AND SPECIFICATIONS ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE RULES OF THE BOARD OF PROFESSIONAL ENGINEERS.
DATE: 12-27-23
MICHAEL COLLINS, P.E. # 54808
STATE OF FLORIDA, C.A. # 9523

DRAWN BY:	M.C.
CHECKED BY:	M.C.
DATE:	12-27-23
SCALE:	1" = 40'
JOB NO:	223-038
SHEET NO:	C-0 OF C-8





GRADING LEGEND

EL	ELEVATION
TYP	TYPICAL
L.F.	LINEAR FEET
C.O.	CLEANOUT
INV.	INVERT ELEVATION
49.58	EXISTING ELEVATION
50.23	PROPOSED SPOT ELEVATION
50.23	PROPOSED SPOT ELEVATION BASED ON EXISTING GRADE
50.73	PROPOSED SPOT ELEVATION (TOP OF SIDEWALK/ASPHALT)
50.23	PROPOSED SPOT ELEVATION (TOP OF SIDEWALK/ASPHALT)
[Symbol]	DRAINAGE INLET
[Symbol]	MITERED END SECTION
[Symbol]	DRAINAGE PIPE
[Symbol]	EXISTING EASEMENT (DEPICTED ON PLAN)
[Symbol]	PROPOSED EASEMENT (DEPICTED ON PLAN)
[Symbol]	SURFACE STORMWATER FLOW
HP	HIGH-PERFORMANCE POLYPROPYLENE PIPE
RCP	REINFORCED CONCRETE PIPE
FF	FINISHED FLOOR
S-1	STORM SEWER STRUCTURE ID
[Symbol]	SILT FENCE BARRIER (SEE SHEET C-3)
[Symbol]	PROPOSED ASPHALT PAVEMENT (SEE DETAIL)
[Symbol]	PROPOSED CONCRETE PAVEMENT (SEE DETAIL)

- KEY NOTES:**
1. PROPOSED 2 LF OF 15" RCP AT 10.00%
 2. PROPOSED 24 LF OF CONCRETE TRENCH DRAIN (NEENAH R-4999-16) (GRATE AT ELEVATION=96.90; BOTTOM ELEVATION=95.40 TO 94.90) (SLOPE BOTTOM FROM NORTH TO SOUTH) (CONNECT STRUCTURE S-2 ON SOUTH SIDE) (FORM IN PLACE PER NEENAH SPECIFICATIONS)
 3. PROPOSED 52 LF OF 15" RCP AT 0.38%
 4. PROPOSED 17 LF OF 18" RCP AT 1.18%
 5. PROPOSED 57 LF OF 15" RCP AT 0.18%
 6. PROPOSED 149 LF OF 15" RCP AT 0.20%
 7. PROPOSED 17 LF OF 15" RCP AT 1.76%
 8. PROPOSED 22 LF OF 15" RCP AT 2.27%
 9. EXISTING STORM INLET (RM=95.73; INVERT ELEVATION=91.50±)
 10. CORE AND DRILL INTO EXISTING STORM INLET AT INVERT ELEVATION=92.50
 11. PROPOSED 30 LF OF 12" HP STORM PIPE AT 1.67% (CONNECT UPSTREAM AT BUILDING ROOF DRAINAGE SYSTEM AT INVERT ELEVATION=194.50 AND INSTALL IN-LINE CLEANOUT) (SEE PLUMBING PLANS FOR ADDITIONAL INFORMATION)
 12. PROPOSED UNDERGROUND STORMWATER RETENTION SYSTEM (BOTTOM ELEVATION=194.00; TOP ELEVATION=96.00) (SEE DETAIL, SHEET C-B)
 13. PROPOSED CONNECTION TO UNDERGROUND STORMWATER RETENTION SYSTEM (INVERT ELEVATION=94.00) (TYP-4)
 14. SIDEWALK LEVEL WITH ASPHALT IN THIS AREA
 15. SUMP STRUCTURE (PROVIDE TWO 6" GRAVEL-FILLED HOLES IN BOTTOM OF STRUCTURE)

STORM STRUCTURE TABULATION							
STRUCTURE	TYPE OF STRUCTURE	GRATE EL.	N. INV.	S. INV.	E. INV.	W. INV.	NOTES
S - 1	TYPE 9	96.90	--	--	94.20	--	(FDOT INDEX 425-024)
S - 2	TYPE 9	96.90	94.90	94.40	--	--	(FDOT INDEX 425-024)
S - 3	TYPE 9	97.70	94.20	--	--	94.20	(FDOT INDEX 425-024)
S - 4	TYPE 9	96.80	--	93.00	94.10	--	(FDOT INDEX 425-024)
S - 5	TYPE 9	96.70	93.30	93.30	--	--	(OVERFLOW)(FDOT INDEX 425-024)
S - 6	TYPE P	96.55	93.00	--	--	93.00	(FDOT INDEX 425-010)

NOTE:
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CHAPTER 21H.23.002 FLORIDA ADMINISTRATIVE CODE.

REV/DATE	BY
5-5-24	M.C.
AS PER CITY	--
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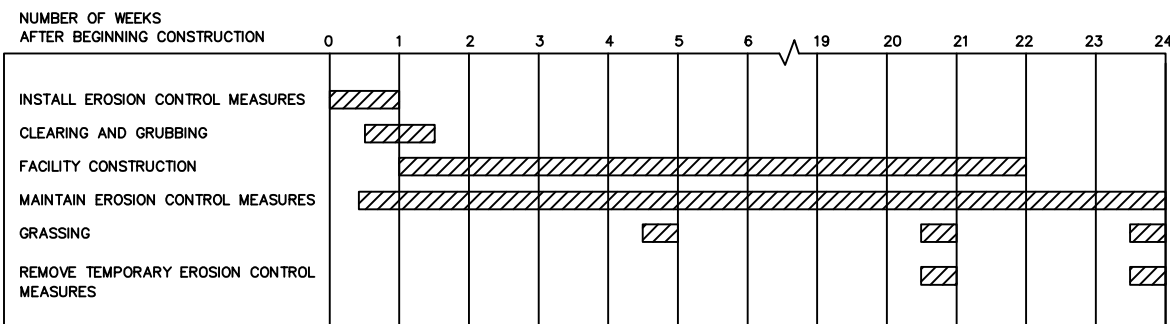
GRADING AND DRAINAGE PLAN
FOR
VERAX AT LAKEMONT
1871 ALOMA AVENUE
WINTER PARK, FLORIDA

THIS PLAN AND ANY OTHER PLANS, SPECIFICATIONS, AND SCHEDULES SHALL BE READ AND UNDERSTOOD IN CONNECTION WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS OF THE STATE OF FLORIDA, LATEST EDITION, AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS OF THE STATE OF FLORIDA, LATEST EDITION, AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS OF THE STATE OF FLORIDA, LATEST EDITION.

DATE

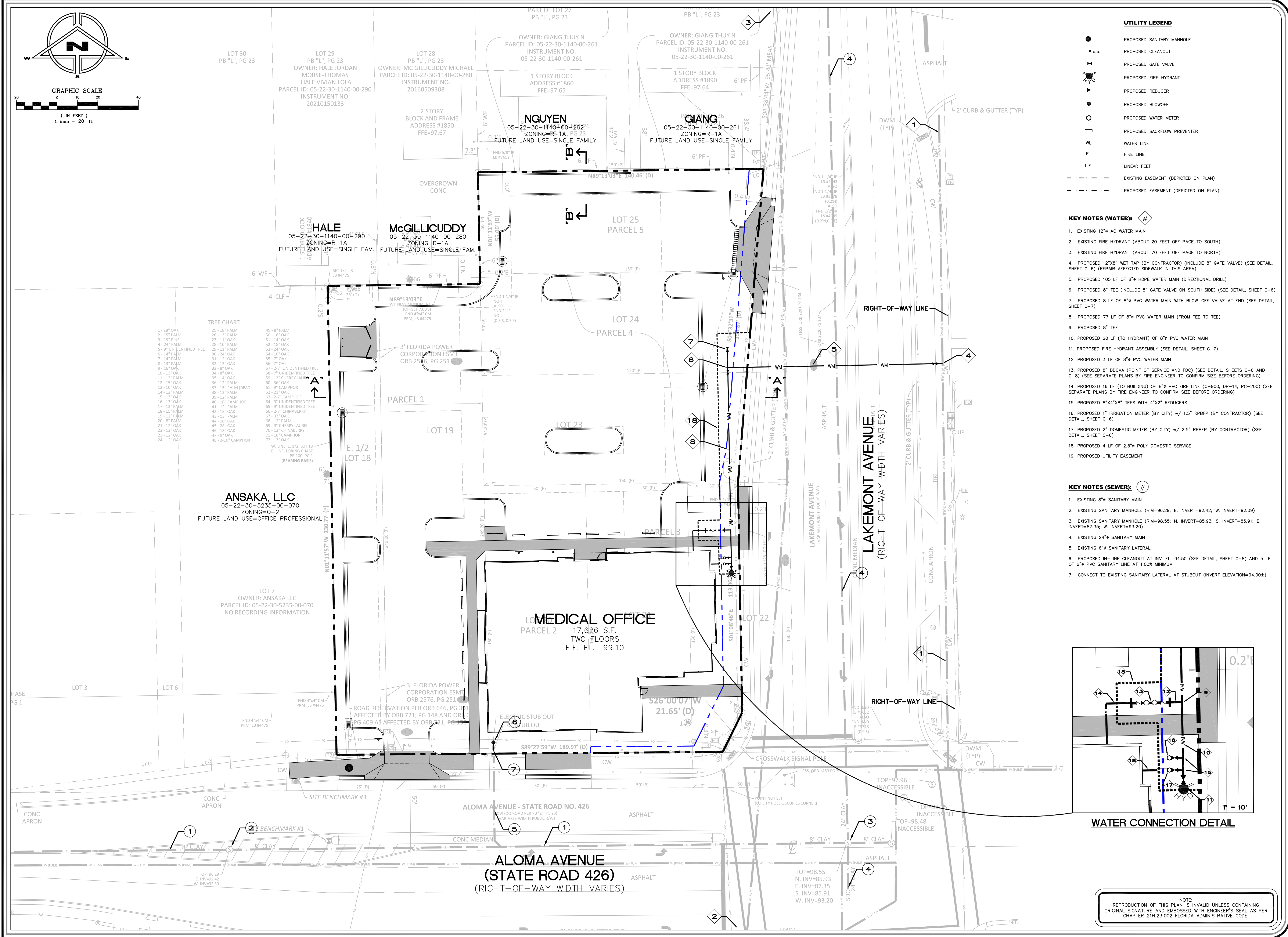
MICHAEL COLLINS, P.E. # 54608
STATE OF FLORIDA, C.A. # 9523

DRAWN BY:	M.C.
CHECKED BY:	M.C.
DATE:	12-27-23
SCALE:	1" = 20'
JOB NO:	223-038
SHEET NO:	C-2 OF C-8



DRAWN BY:	M.C.
CHECKED BY:	M.C.
DATE:	12-27-23
SCALE:	1" = 20'
JOB NO:	223-038
SHEET NO:	C-3 OF C-8

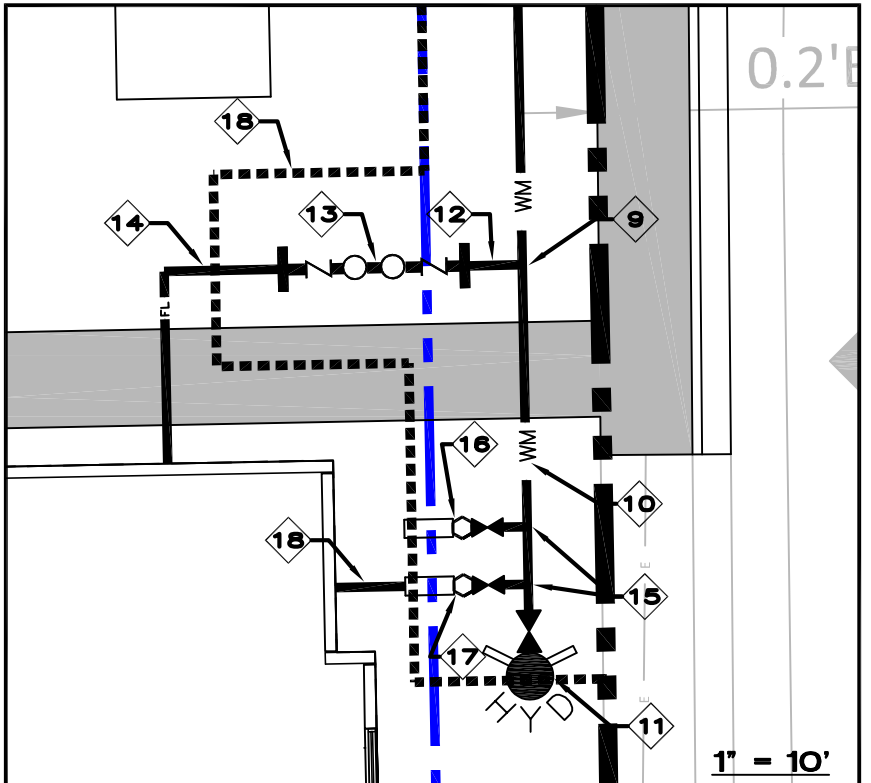
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CHECKED BY:	M.C.
DATE:	12-27-23
SCALE:	1" = 20'
JOB NO:	223-038
SHEET NO:	C-3 OF C-8



- UTILITY LEGEND**
- PROPOSED SANITARY MANHOLE
 - c.o. PROPOSED CLEANOUT
 - PROPOSED GATE VALVE
 - PROPOSED FIRE HYDRANT
 - PROPOSED REDUCER
 - PROPOSED BLOWOFF
 - PROPOSED WATER METER
 - PROPOSED BACKFLOW PREVENTER
 - WL WATER LINE
 - FL FIRE LINE
 - L.F. LINEAR FEET
 - - - - - EXISTING EASEMENT (DEPICTED ON PLAN)
 - - - - - PROPOSED EASEMENT (DEPICTED ON PLAN)

- KEY NOTES (WATER):**
- EXISTING 12" AC WATER MAIN
 - EXISTING FIRE HYDRANT (ABOUT 20 FEET OFF PAGE TO SOUTH)
 - EXISTING FIRE HYDRANT (ABOUT 70 FEET OFF PAGE TO NORTH)
 - PROPOSED 12"x8" WET TAP (BY CONTRACTOR) (INCLUDE 8" GATE VALVE) (SEE DETAIL, SHEET C-6) (REPAIR AFFECTED SIDEWALK IN THIS AREA)
 - PROPOSED 105 LF OF 8" HOPE WATER MAIN (DIRECTIONAL DRILL)
 - PROPOSED 8" TEE (INCLUDE 8" GATE VALVE ON SOUTH SIDE) (SEE DETAIL, SHEET C-6)
 - PROPOSED 8 LF OF 8" PVC WATER MAIN WITH BLOW-OFF VALVE AT END (SEE DETAIL, SHEET C-7)
 - PROPOSED 77 LF OF 8" PVC WATER MAIN (FROM TEE TO TEE)
 - PROPOSED 8" TEE
 - PROPOSED 20 LF (TO HYDRANT) OF 8" PVC WATER MAIN
 - PROPOSED FIRE HYDRANT ASSEMBLY (SEE DETAIL, SHEET C-7)
 - PROPOSED 3 LF OF 8" PVC WATER MAIN
 - PROPOSED 8" DDCVA (POINT OF SERVICE AND FDC) (SEE DETAIL, SHEETS C-6 AND C-8) (SEE SEPARATE PLANS BY FIRE ENGINEER TO CONFIRM SIZE BEFORE ORDERING)
 - PROPOSED 16 LF (TO BUILDING) OF 8" PVC FIRE LINE (C-900, DR-14, PC-200) (SEE SEPARATE PLANS BY FIRE ENGINEER TO CONFIRM SIZE BEFORE ORDERING)
 - PROPOSED 8"x4"x8" TEES WITH 4"x2" REDUCERS
 - PROPOSED 1" IRRIGATION METER (BY CITY) w/ 1.5" RPBFP (BY CONTRACTOR) (SEE DETAIL, SHEET C-6)
 - PROPOSED 2" DOMESTIC METER (BY CITY) w/ 2.5" RPBFP (BY CONTRACTOR) (SEE DETAIL, SHEET C-6)
 - PROPOSED 4 LF OF 2.5" POLY DOMESTIC SERVICE
 - PROPOSED UTILITY EASEMENT

- KEY NOTES (SEWER):**
- EXISTING 8" SANITARY MAIN
 - EXISTING SANITARY MANHOLE (RIM=96.29; E. INVERT=92.42; W. INVERT=92.39)
 - EXISTING SANITARY MANHOLE (RIM=98.55; N. INVERT=85.93; S. INVERT=85.91; E. INVERT=87.35; W. INVERT=93.20)
 - EXISTING 24" SANITARY MAIN
 - EXISTING 6" SANITARY LATERAL
 - PROPOSED IN-LINE CLEANOUT AT INV. EL. 94.50 (SEE DETAIL, SHEET C-8) AND 5 LF OF 6" PVC SANITARY LINE AT 1.00% MINIMUM
 - CONNECT TO EXISTING SANITARY LATERAL AT STUBOUT (INVERT ELEVATION=94.00±)



WATER CONNECTION DETAIL

NOTE:
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ORIGINAL SIGNATURE AND EMBOSSED WITH ENGINEER'S SEAL AS PER
CHAPTER 21H.23.002 FLORIDA ADMINISTRATIVE CODE.

REV/DATE	BY
5-5-24	M.C.
AS PER CITY	--
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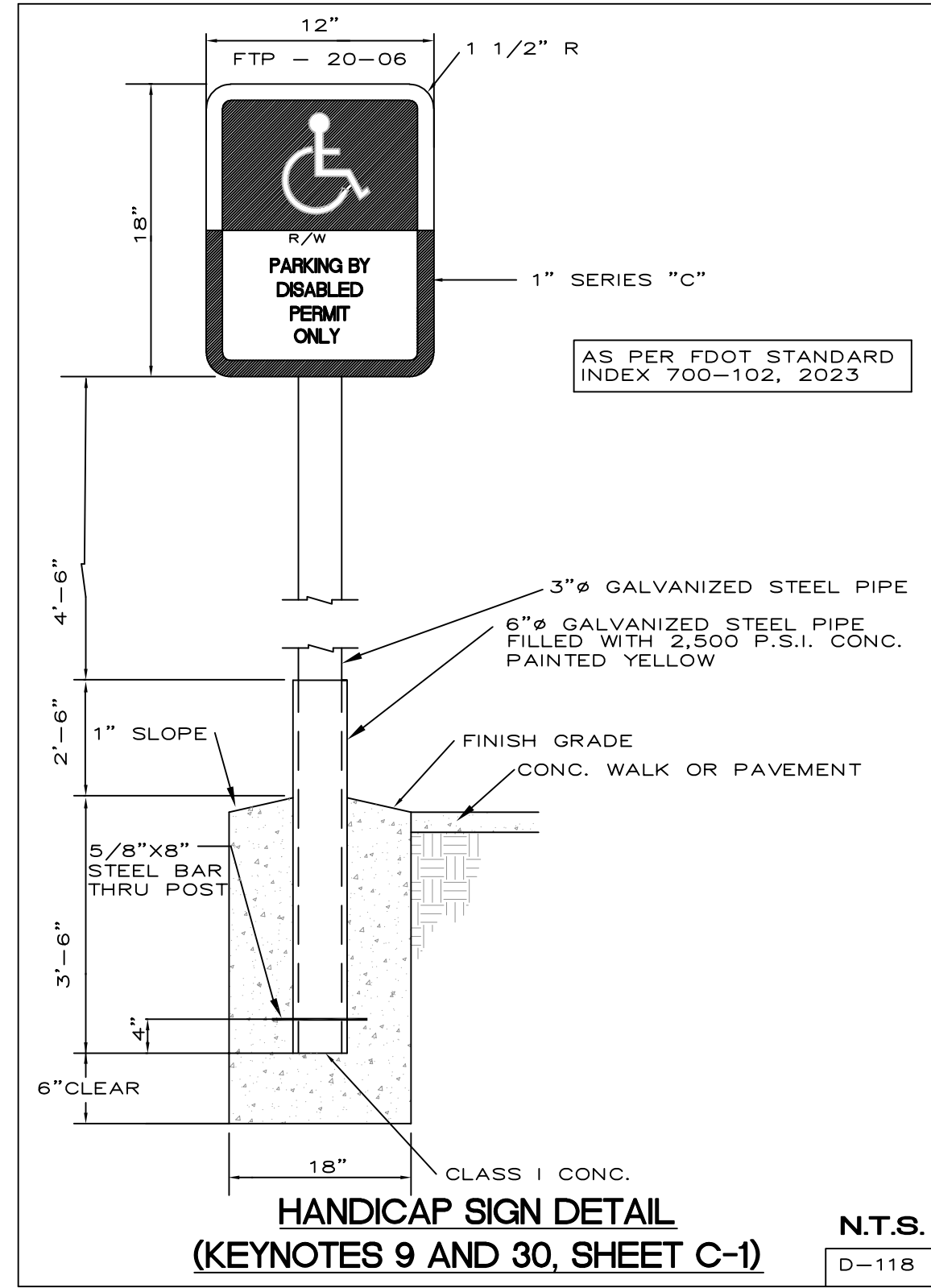
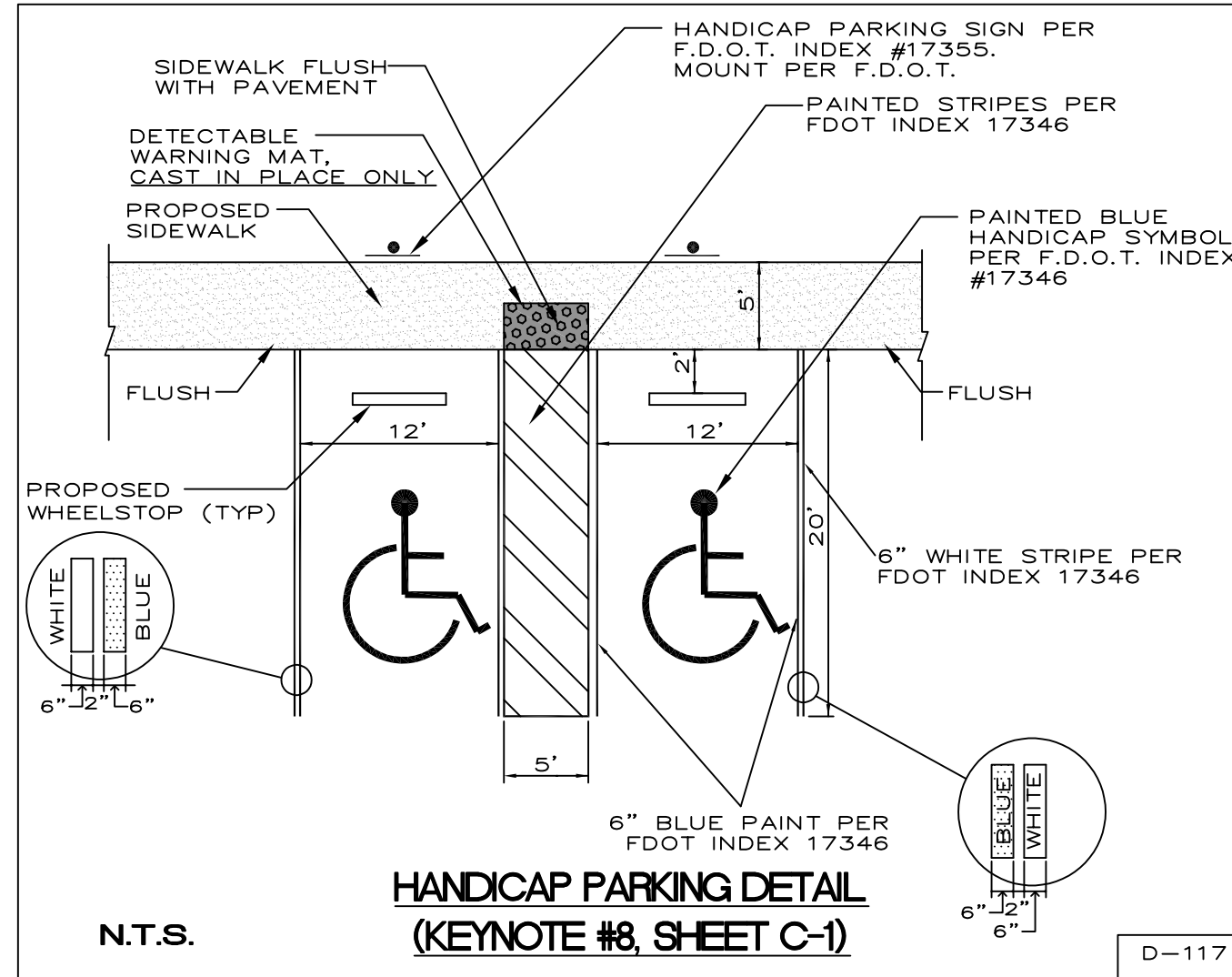
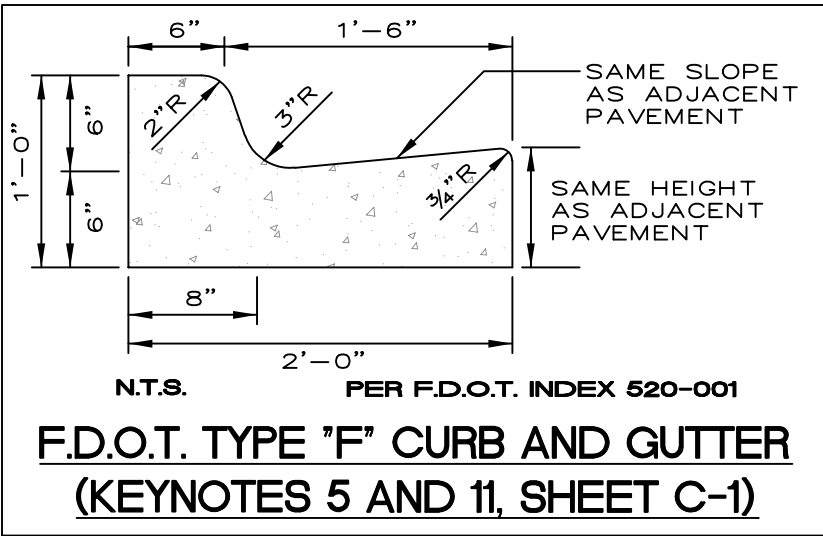
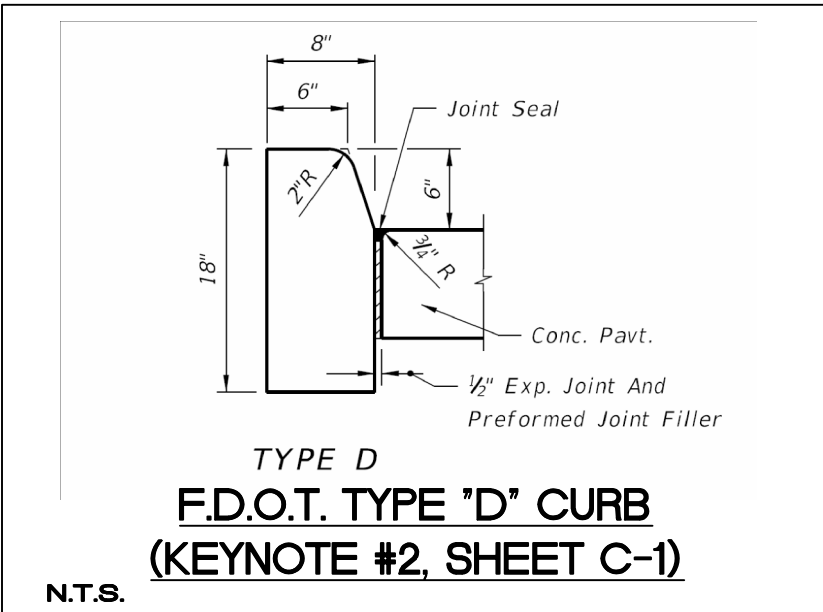
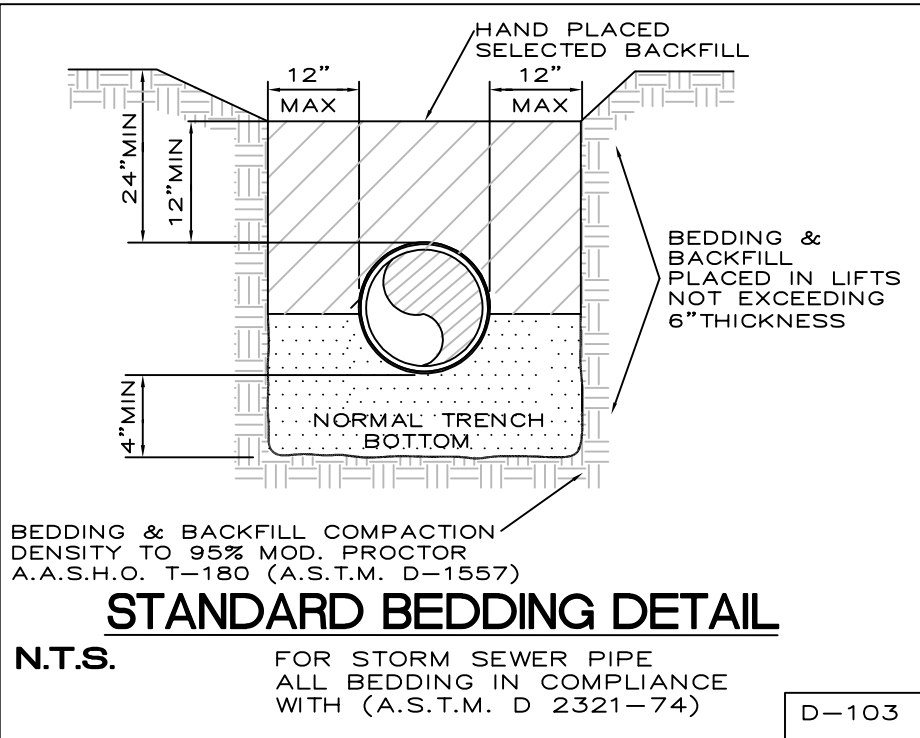
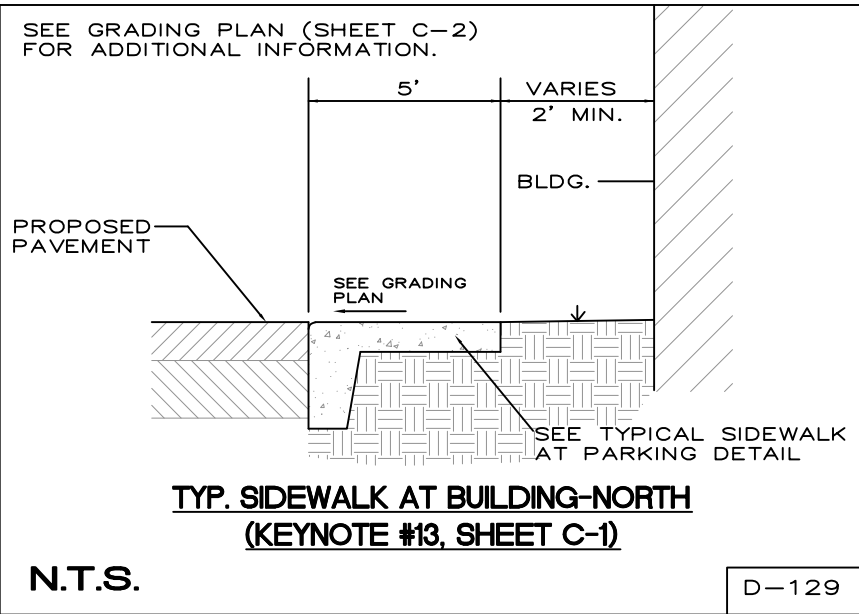
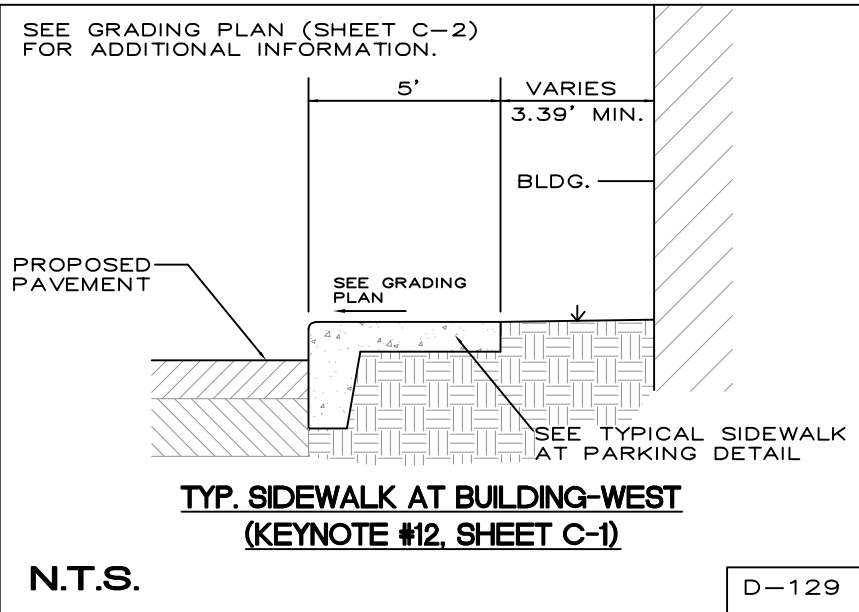
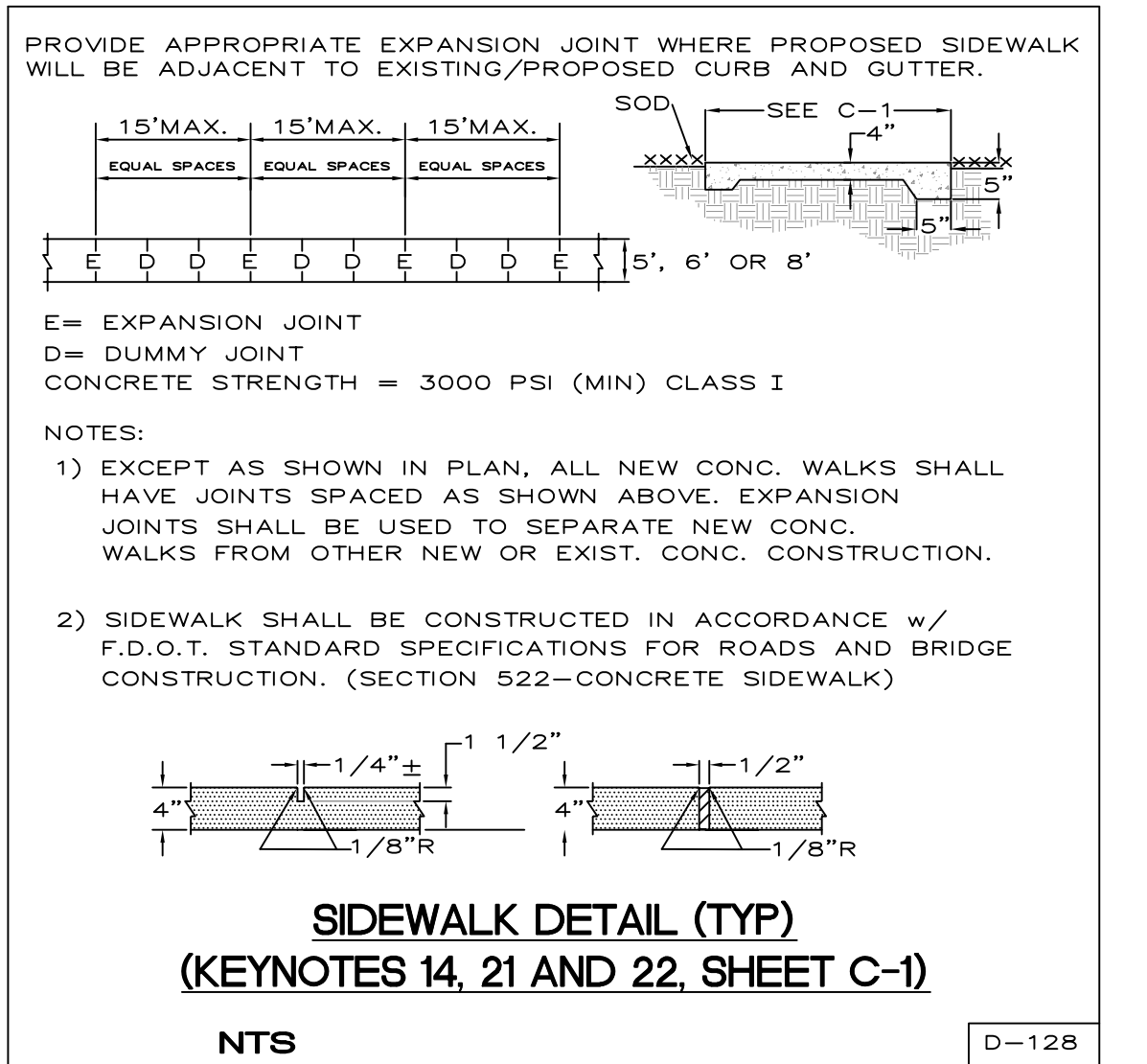
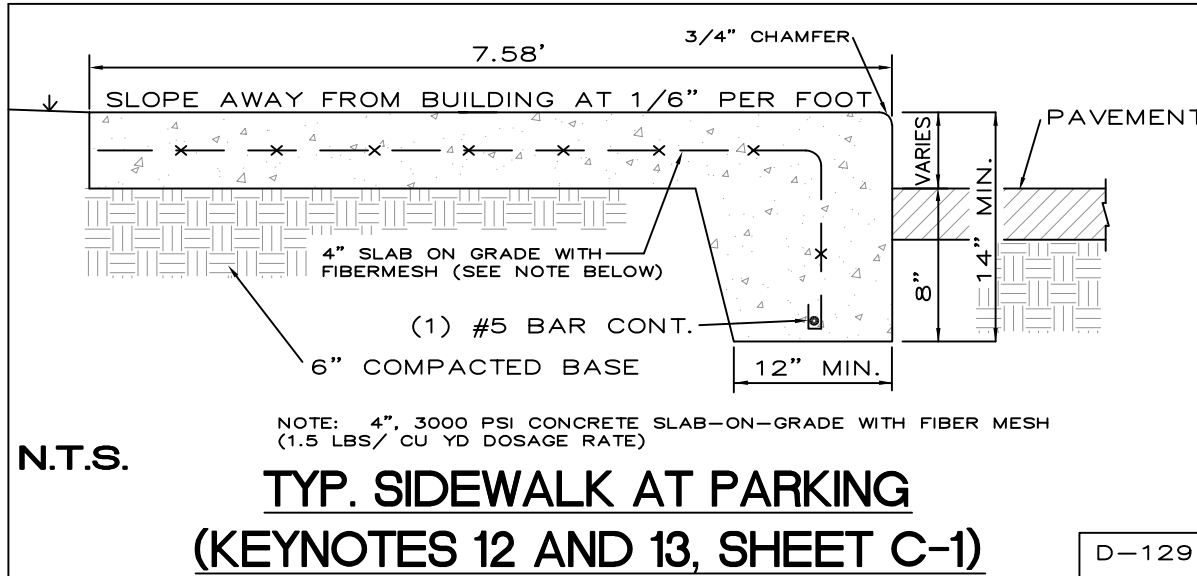
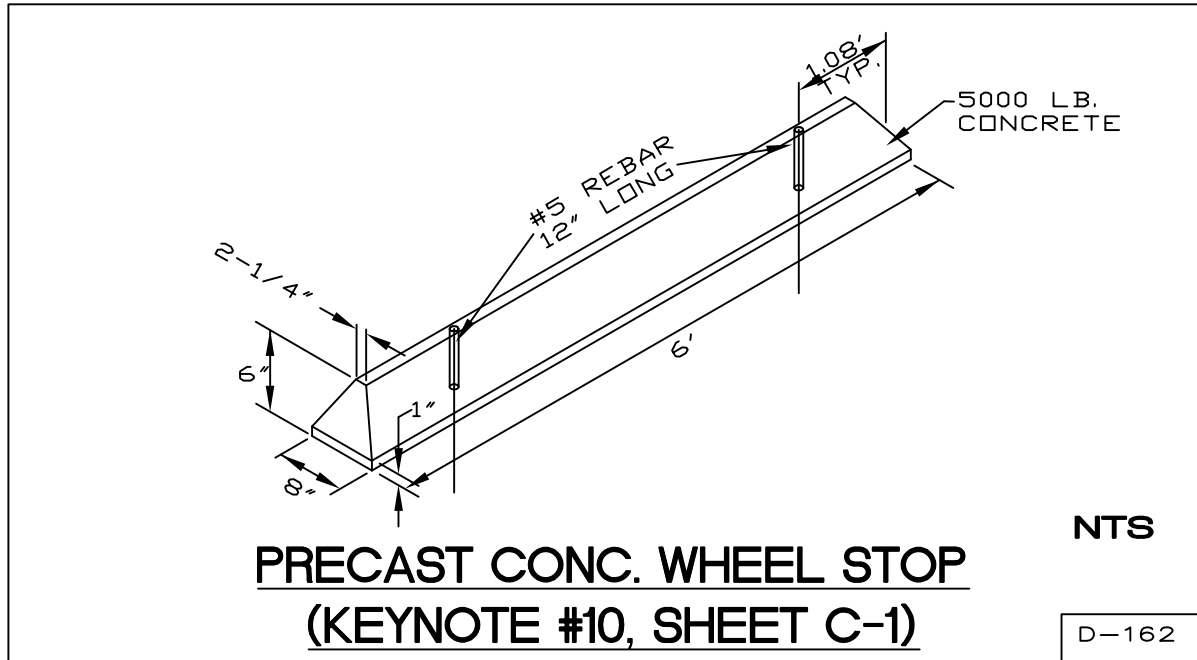
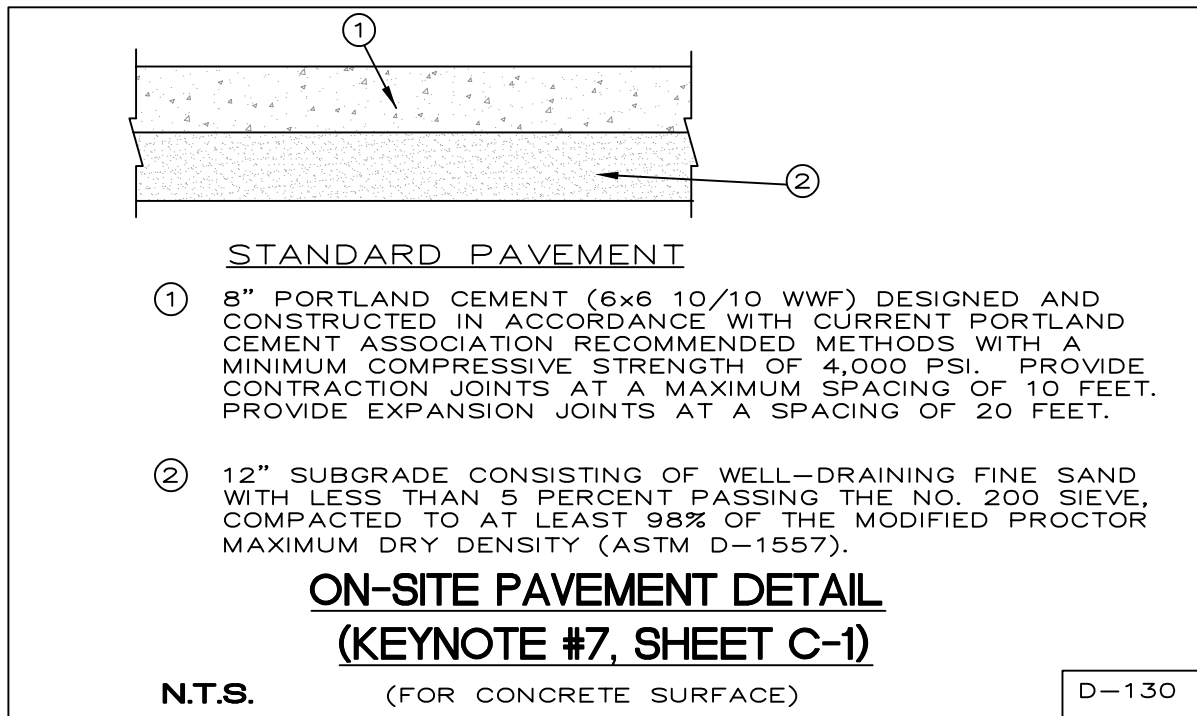
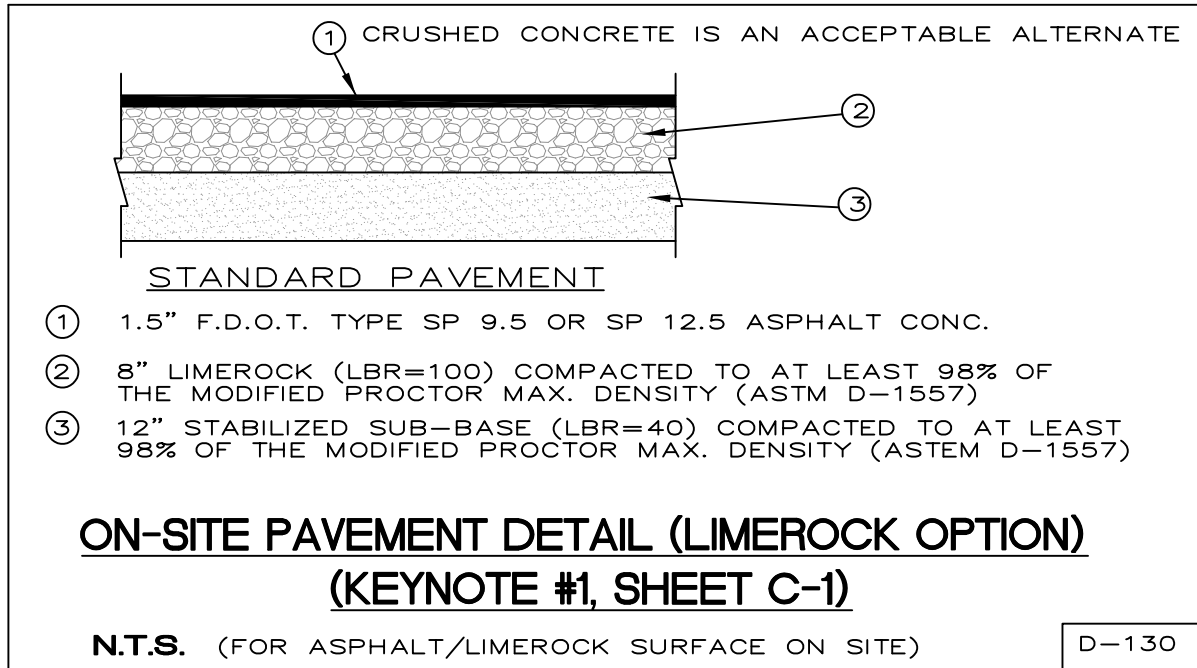
UTILITY PLAN
FOR
VERAX AT LAKEMONT
1871 ALOMA AVENUE
WINTER PARK, FLORIDA

THIS PLAN AND ANY OTHER INSTRUMENTS, SPECIFICATIONS, AND SEALS BY MITCHELL COLLINS, P.E. ON THE DATE ADJACENT TO THE SEAL, ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF MITCHELL COLLINS, P.E. AND ANY ELECTRONIC COPIES.

MITCHELL COLLINS, P.E. # 54808
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DATE

DRAWN BY:	M.C.
CHECKED BY:	M.C.
DATE:	12-27-23
SCALE:	1" = 20'
JOB NO:	223-038
SHEET NO:	C-4 OF C-8



Footnotes:

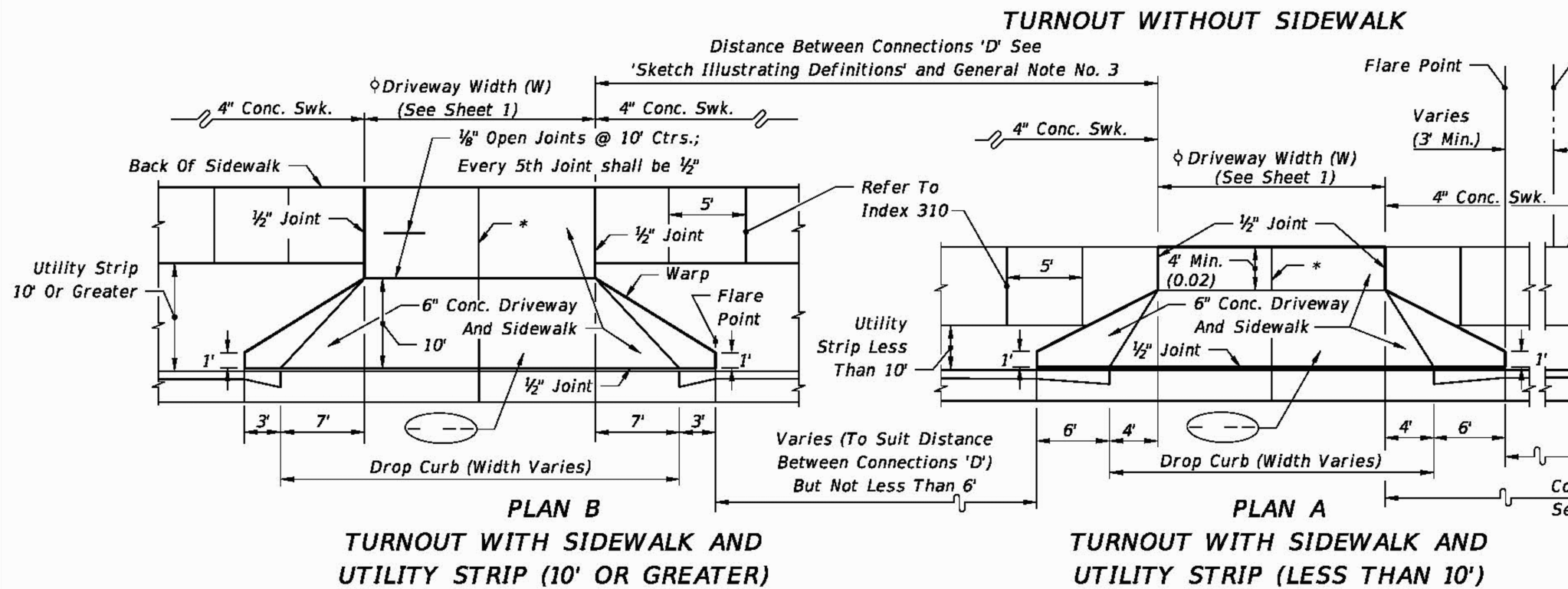
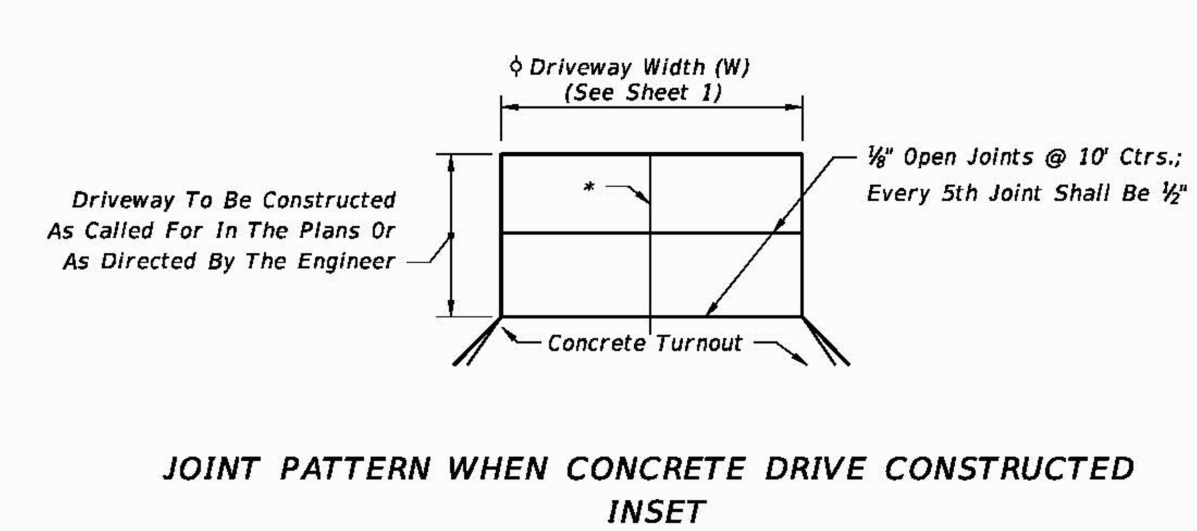
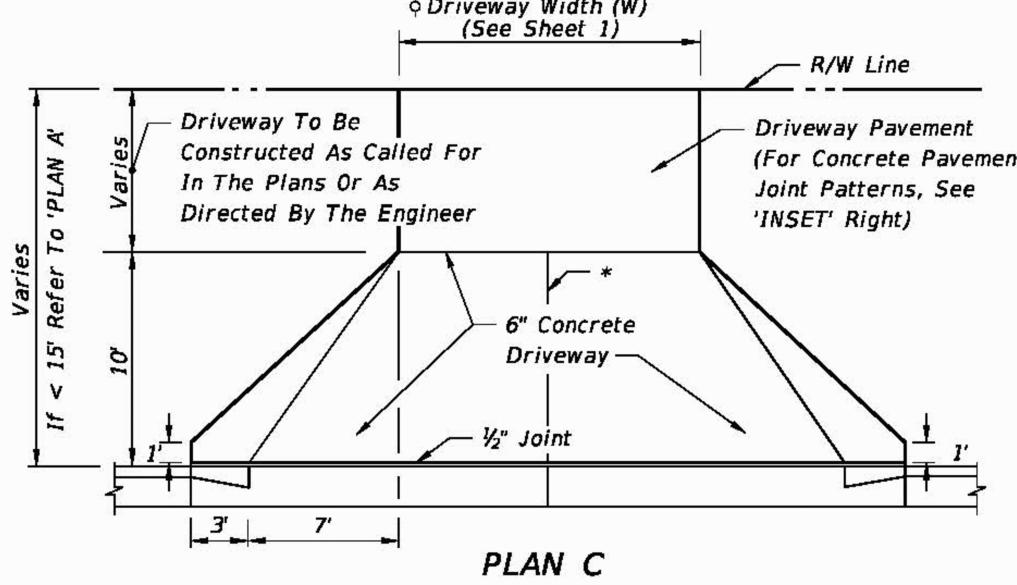
All 1/2" joints shall be constructed with preformed joint filler.

* 1/2" Open joints placed at equal (20' max.) intervals for driveways over 20' wide. Joints in curb and gutter to match joints in driveways.

Δ When connecting to side road curb and gutter sections, the no drop curb limits should extend back to the side road radius point. With or without curb and gutter, no driveway should encroach on the corner radius.

φ Driveways (6" concrete) shall be of a uniform width (W) to the right of way line.

○ Alpha-numeric identification of a flared driveway type specifically called for in the plans, see sheets 3 and 4.



SPECIAL NOTES FOR CURBED ROADWAYS - FLARED TURNOUTS

- Drop curb, concrete sidewalks (6" thick) and driveways (6" thick) shall meet Specification Sections 520 and 522. The driveway foundation shall meet the requirements of Subarticle 522-4.
- For details of drop curb and sidewalk curb ramps refer to Indexes 300 and 304 respectively.
- Where turnouts are constructed within existing curb and gutter, the existing curb and gutter shall be removed either to the nearest joint beyond the flare point or to the extent that no remaining section is less than 3' long; and, drop curb constructed in accordance with Notes Nos. 1 and 2.
- For turnouts with radial returns see the requirements under the "Summary Of Geometric Requirements For Turnouts", the "General Notes", the details of "Flared Shoulder Roadway-Turnout Construction" and the detail of "Limits Of Clearing & Grubbing, Stabilization And Base At Intersections".
- Maintenance of pavement shall extend out to the right of way or 2' beyond the back of sidewalk, whichever distance is less.
- The maintenance and operation of highway lighting, traffic signals, associated equipment, and other necessary devices shall be the responsibility of a public agency.
- All pavement markings on the State highways, including acceleration and deceleration lane markings, and signing installed for the operation of the State highway shall be maintained by the Department.
- All signing and marking installed for the operation of the connection (such as stop bars and stop signs for the connection) shall be the responsibility of the permittee.
- All sidewalk surfaces crossing driveways with a cross slope shown in this Index to be 0.02 shall be 0.02 Maximum.

CURBED ROADWAY - FLARED TURNOUTS

DESIGN NOTES FOR CURBED ROADWAY - FLARED TURNOUTS

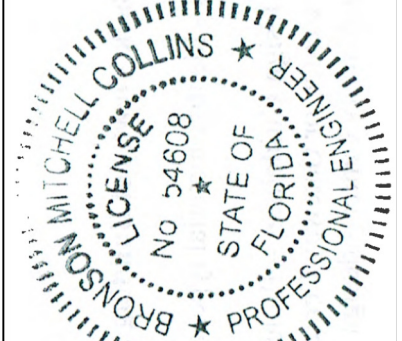
- Driveways indicated as 'Adverse Applications' are those with slopes that can cause overhang drag for representative standard passenger vehicles under fully loaded conditions; or, those with slopes that can cause drivers who are leaving the roadway to slow or pause to the extent that traffic demand volumes will be impeded.
- Driveways indicated as 'Marginal Applications' are those with slopes that can cause overhang drag for representative standard passenger vehicles under fully loaded conditions when the driveway is located on the low side of fully superelevated roadways.
- Driveways indicated as 'General Applications' are those with slopes that can readily accommodate representative standard passenger vehicles and those that can accommodate representative standard trucks, vans, buses and recreational vehicles operating under normal crown and superelevation conditions.
- The standard flared driveways on this Index may not accommodate vehicles with low beds, low undercarriage or low appendage features. Where such vehicles are design vehicles, driveways shall have site specific flare designs or Category III designs.
- When specific flare type driveways shall be constructed, the type shall be designated in the plans using the assigned alpha-numeric designation.

LAST REVISION	DESCRIPTION:	FY 2017-18	INDEX	SHEET
11/01/16		DESIGN STANDARDS	515	2 of 7

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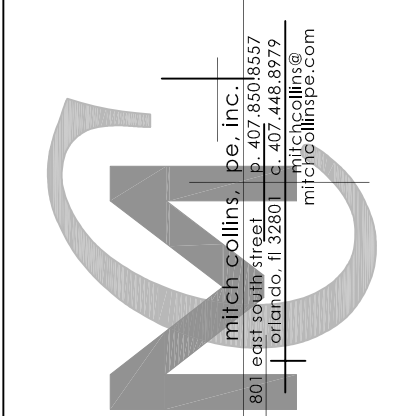
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DETAILS AND NOTES
FOR
VERAX AT LAKEMONT
WINTER PARK, FLORIDA
1871 ALOMA AVENUE



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MITCHELL COLLINS, P.E. # 94808
STATE OF FLORIDA, C.A.# 9523



DRAWN BY:	M.C.
CHECKED BY:	M.C.
DATE:	12-27-23
SCALE:	N.T.S.
JOB NO:	223-038
SHEET NO:	C-5 OF C-8

[illegible]

DETAILS AND NOTES

FOR

VERAX AT LAKE MONT

WINTER PARK, FLORIDA

1871 ALOMA AVENUE

A circular professional engineer seal for the State of Florida. The outer ring contains the text "BRONSON MITCHELL COLLINS" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars. The inner circle contains the text "LICENSE" at the top, "No 34608" in the center, and "STATE OF FLORIDA" at the bottom, also separated by two stars.

THIS ITEM HAS BEEN DIGITALLY SIGNED
AND SEALED BY MITCH COLLINS, P.E. ON
THE DATE ADJACENT TO THE SEAL.
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY/ELECTRONIC COPIES.

MITCH COLLINS, P.E.# 54608,
STATE OF FLORIDA, C.A.# 9523

DATE _____

DRAWN BY:	M.C.
CHECKED BY:	M.C.
DATE:	12-27-23
SCALE:	N.T.S.
JOB NO:	223-038
SHEET NO:	C-6 OF C-8

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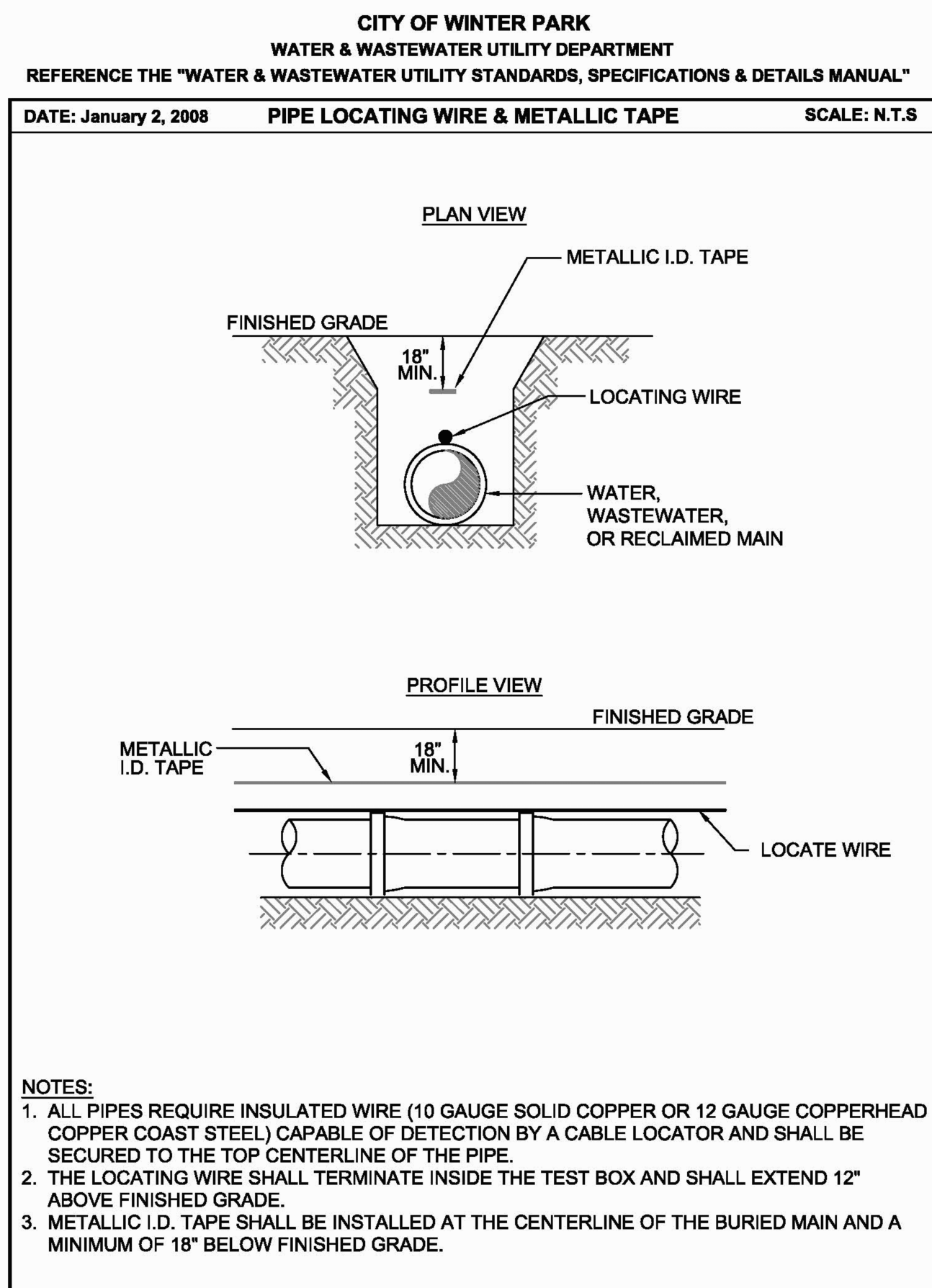
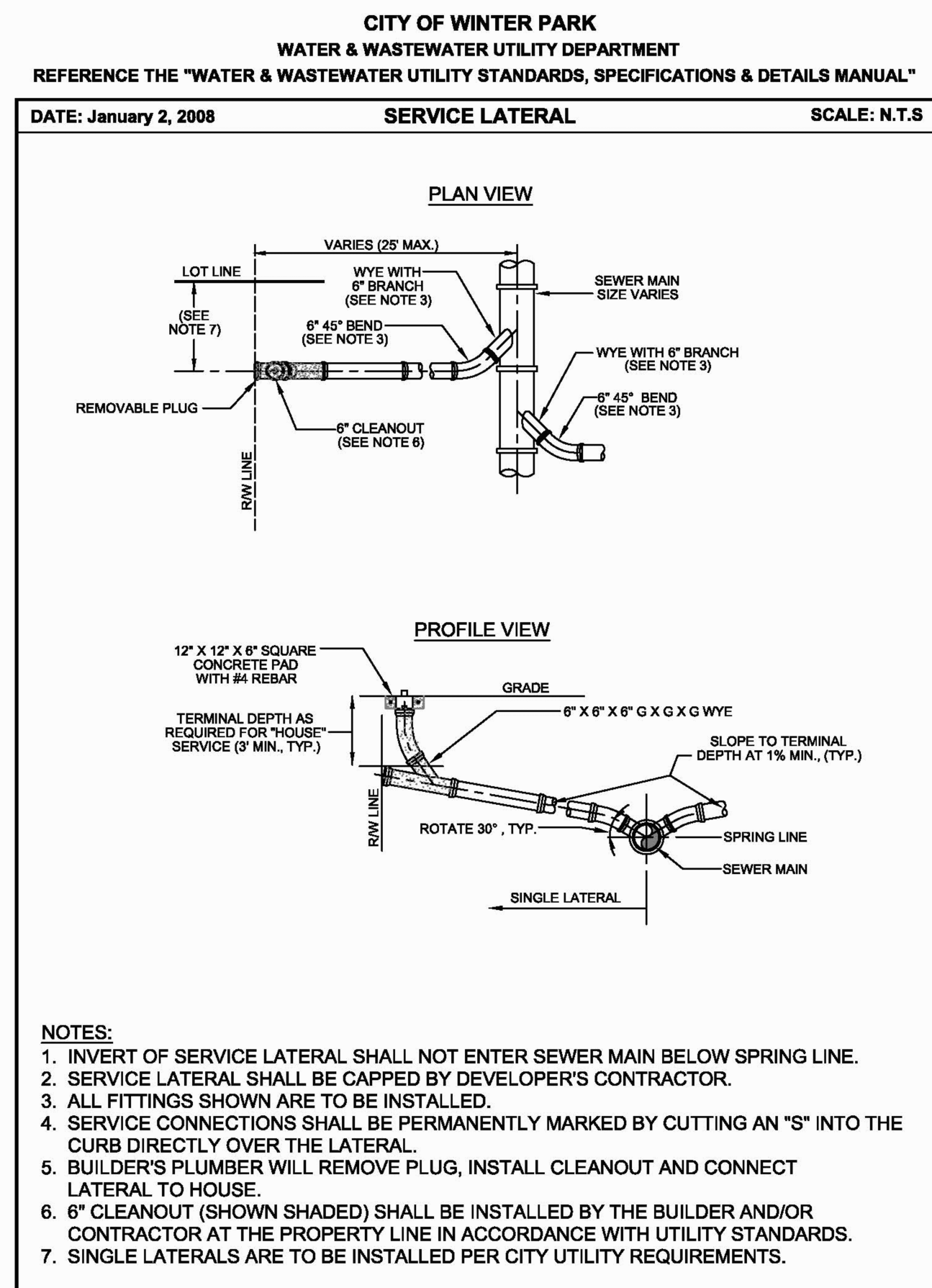
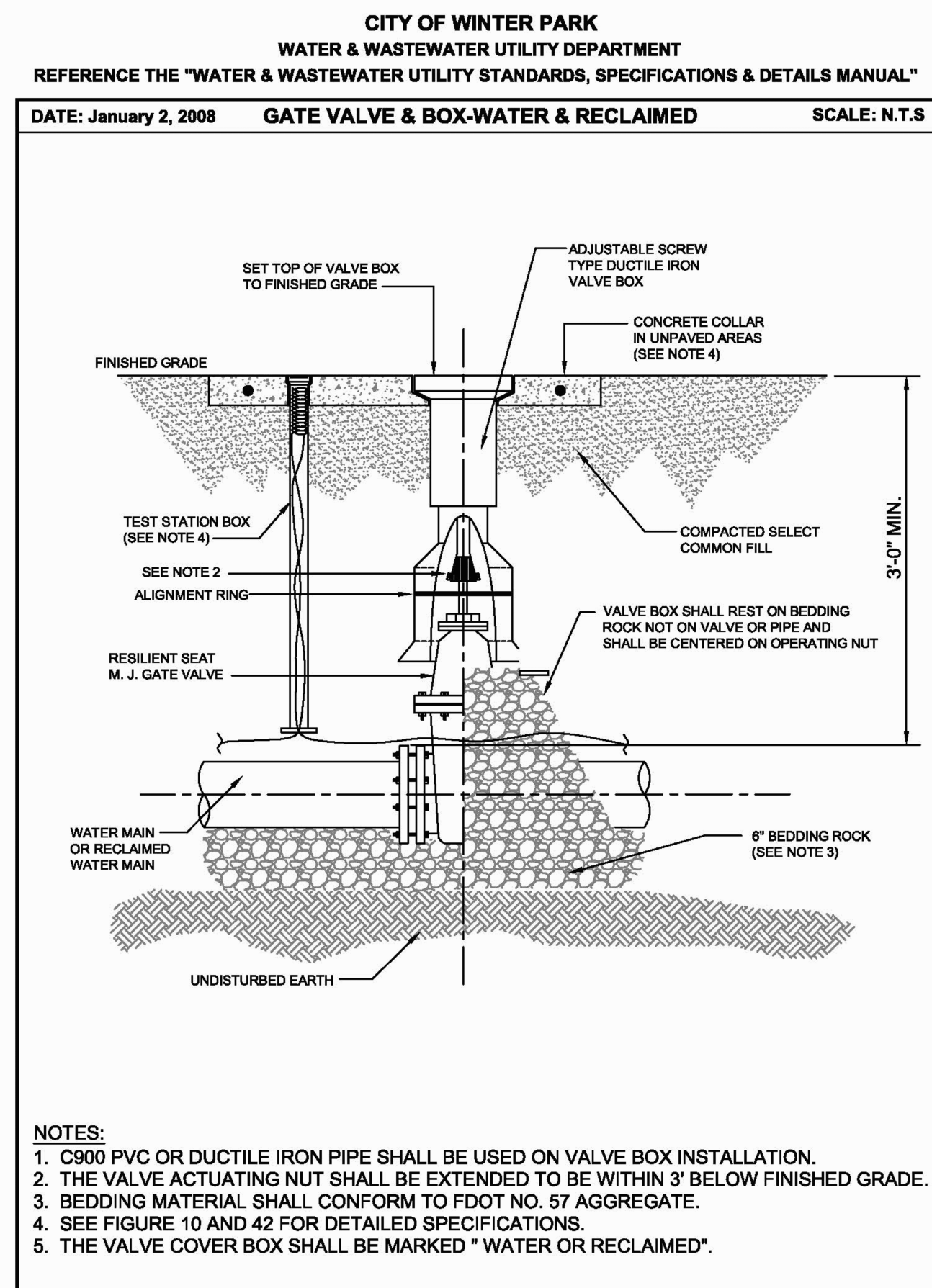
**FIGURE 3****FIGURE 4**

FIGURE 6

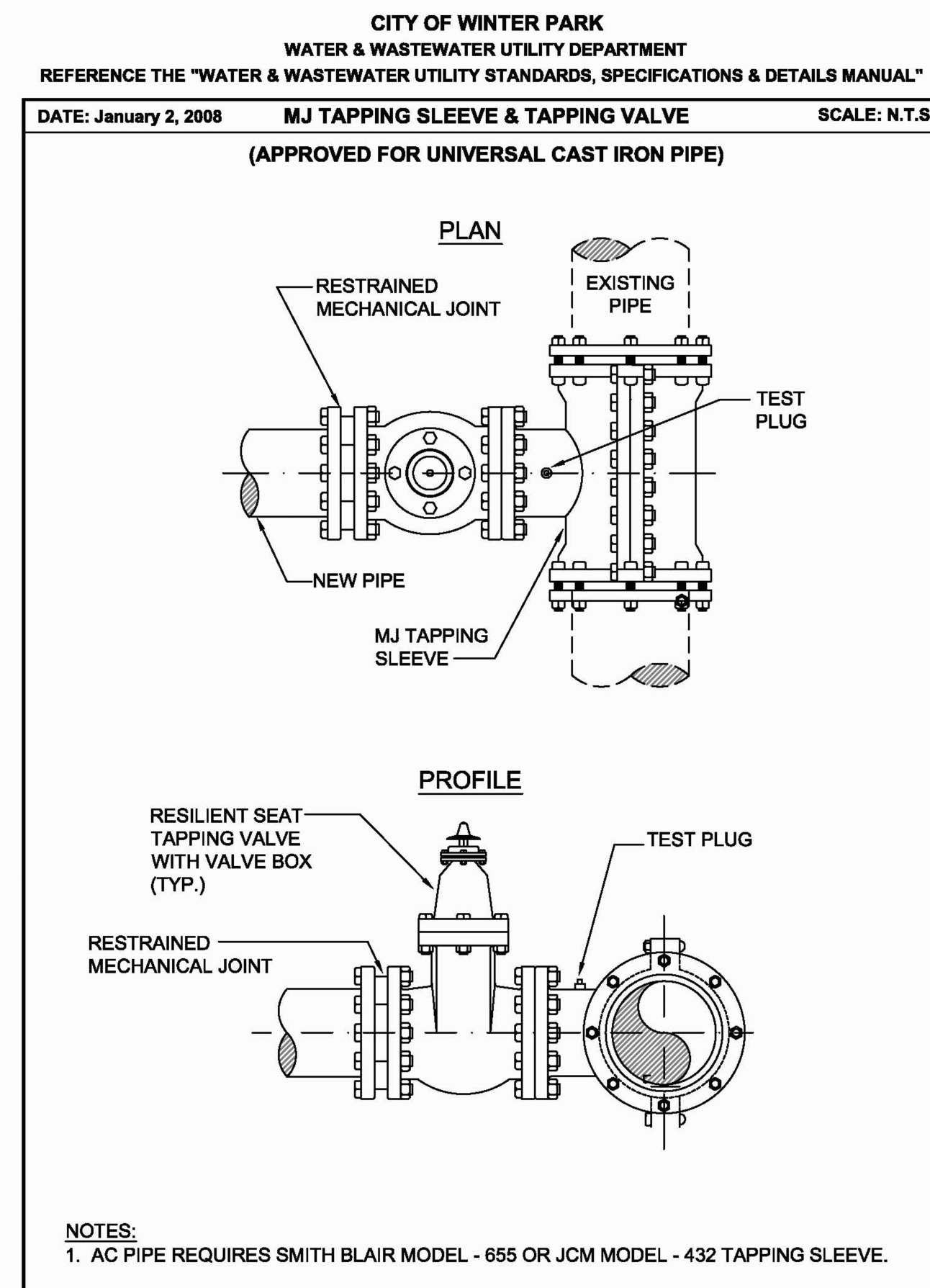
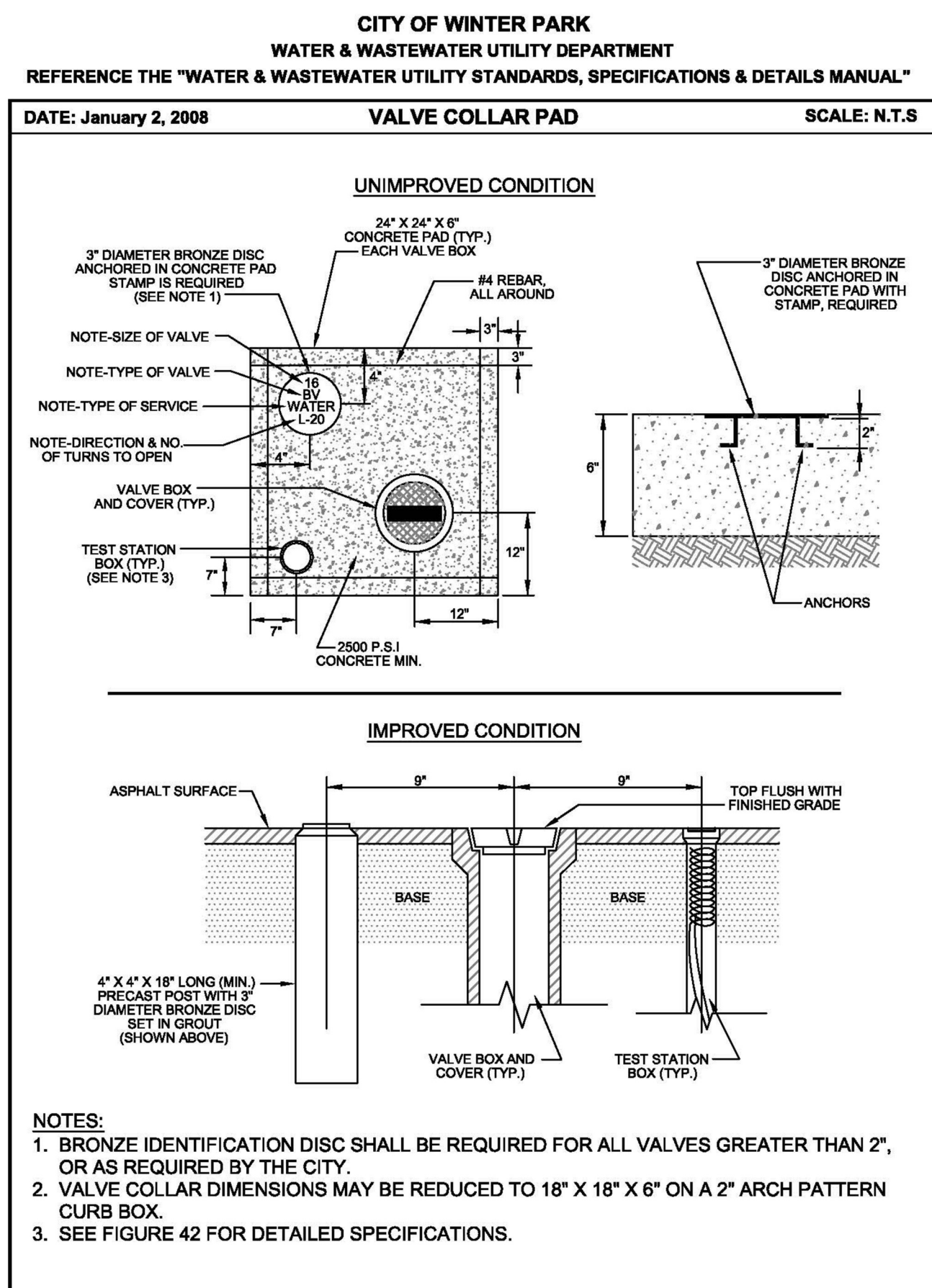
**FIGURE 9**

FIGURE 10

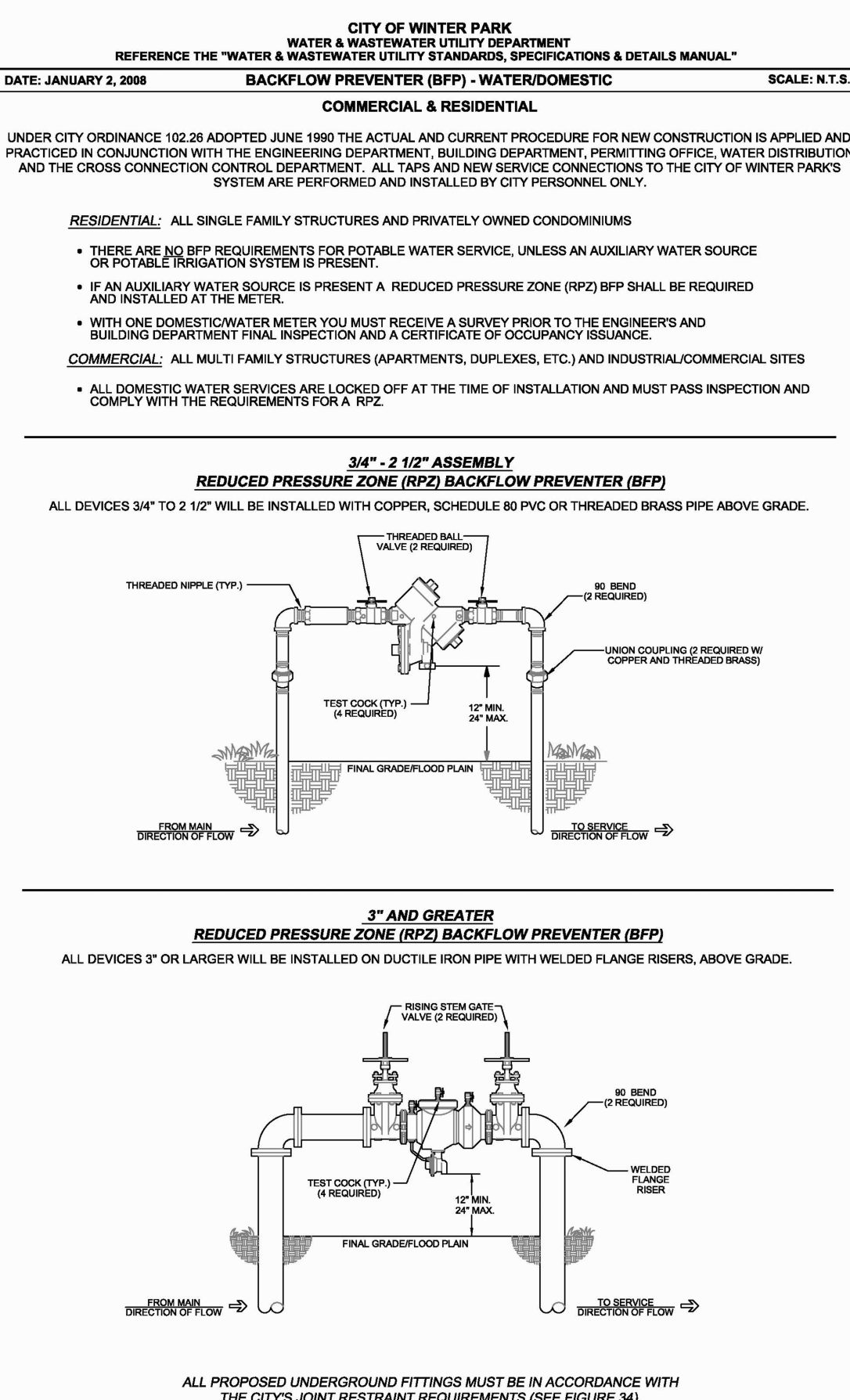
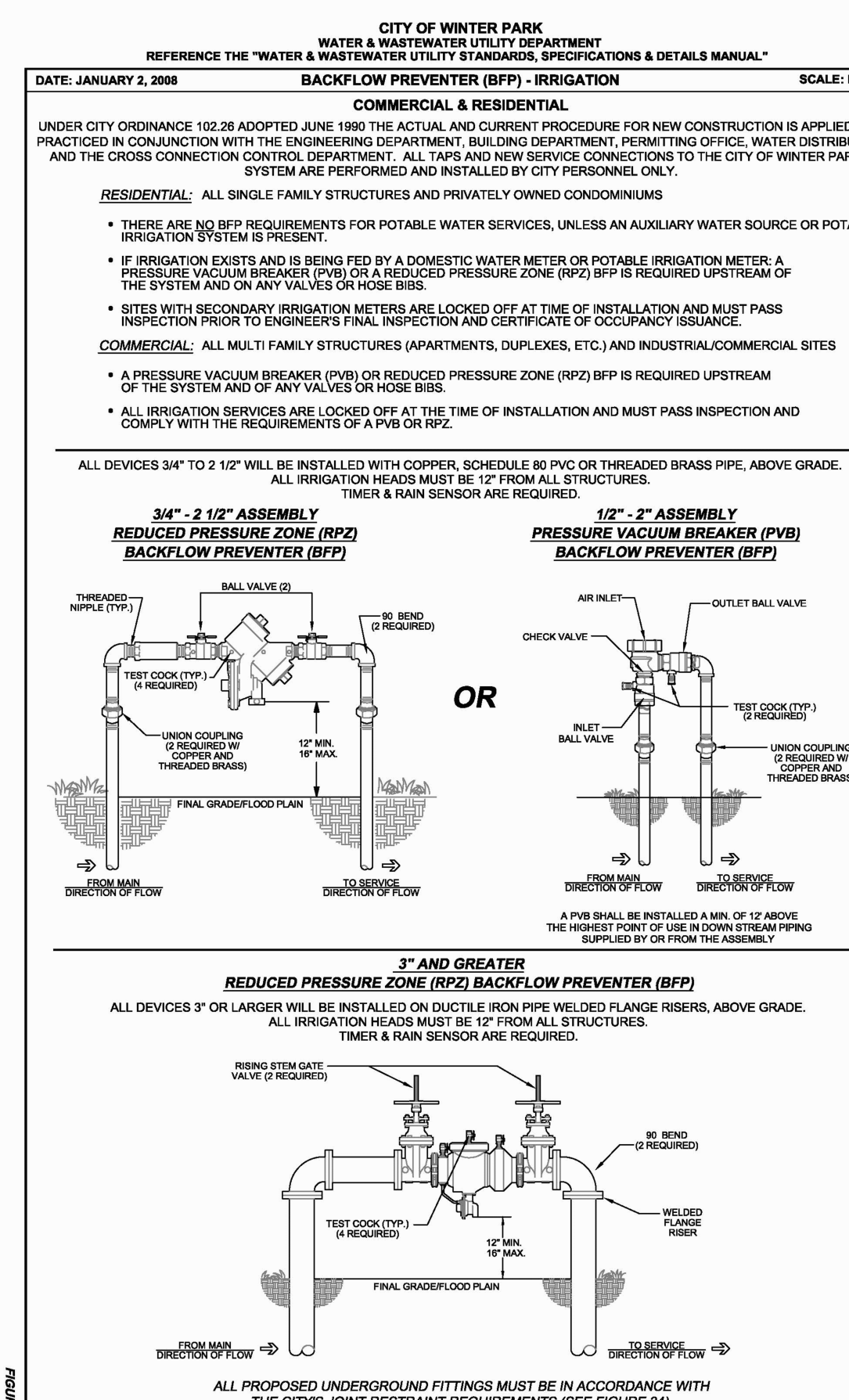


FIGURE 11



Module 11

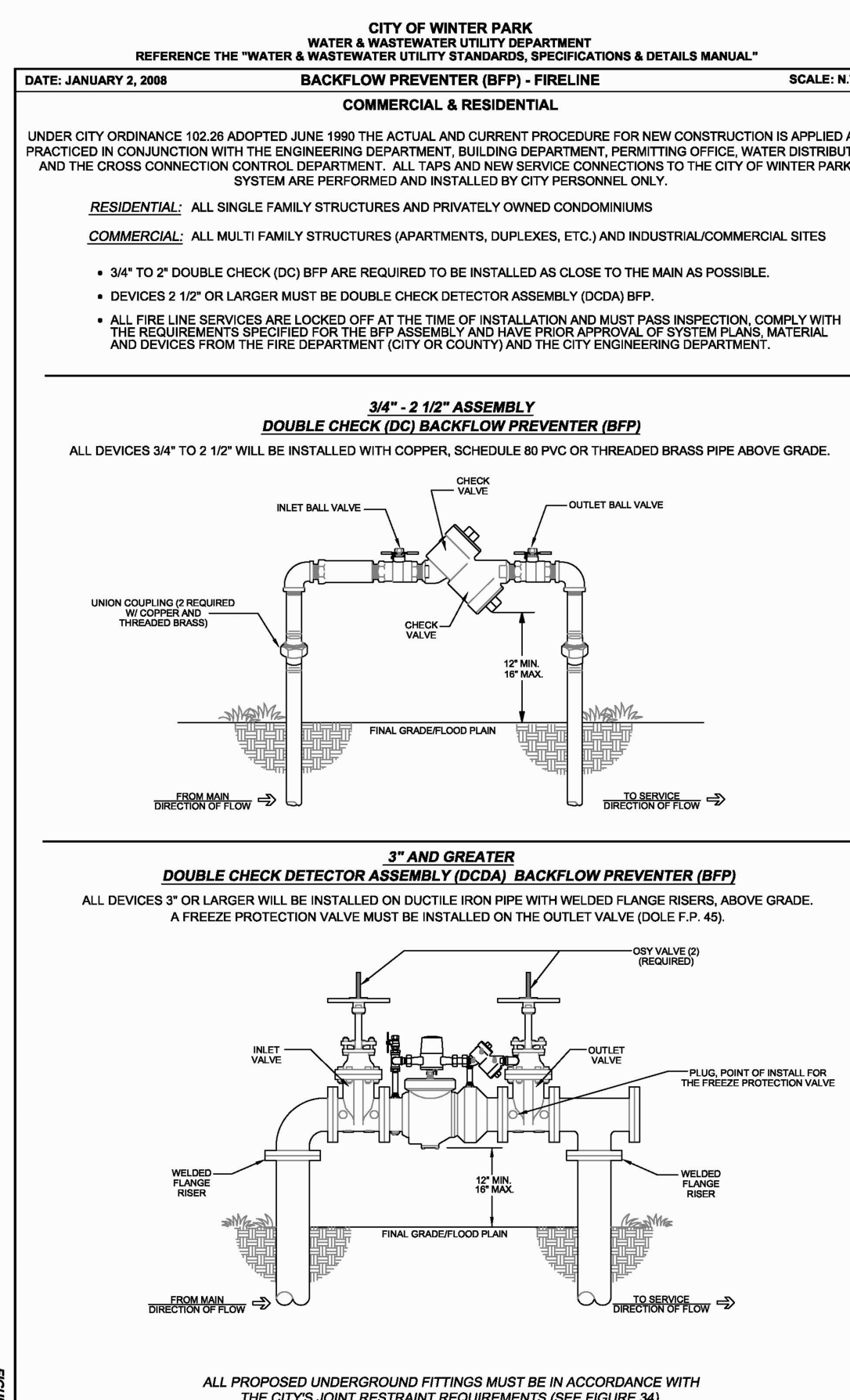


FIGURE 1.

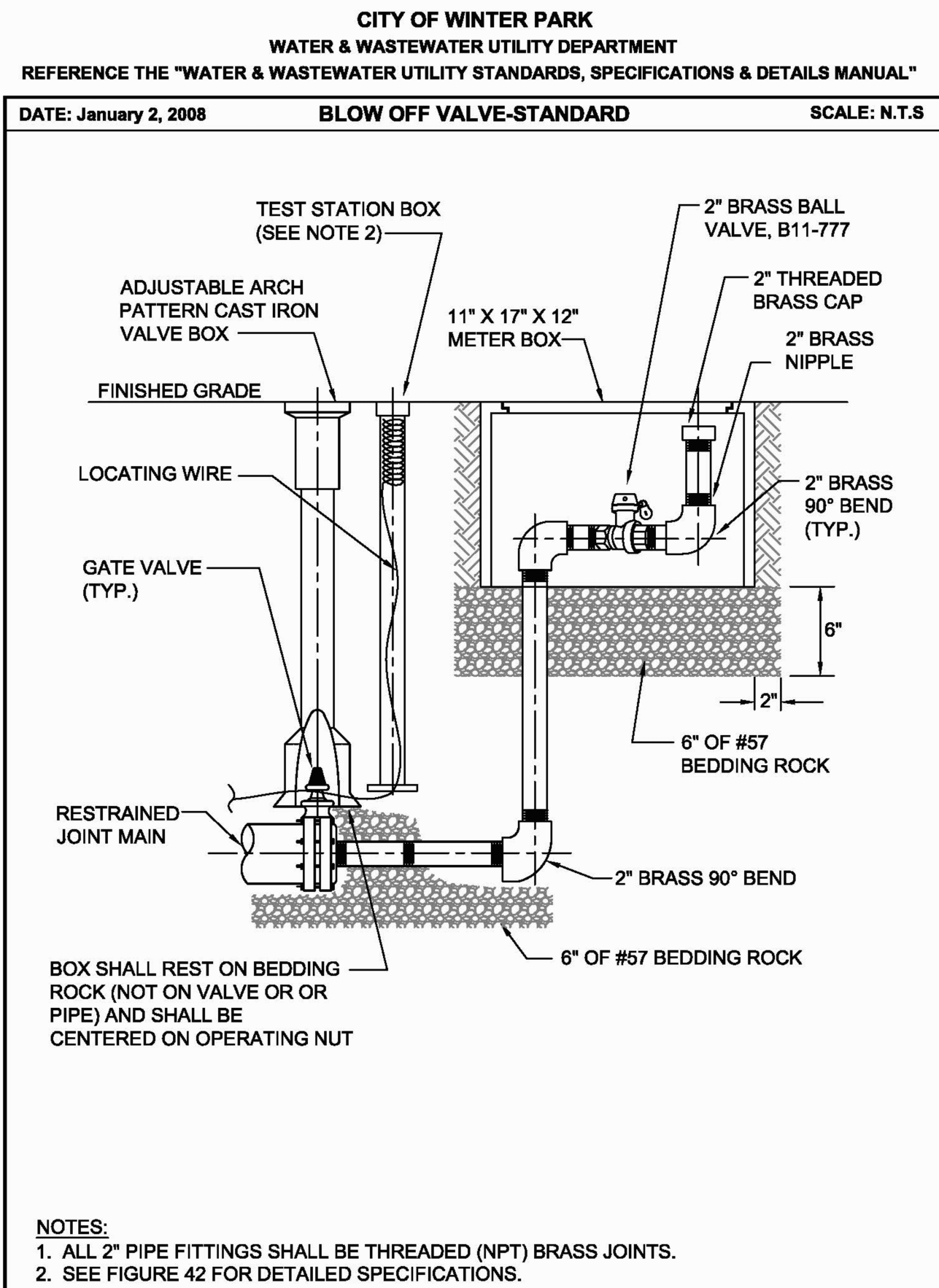


FIGURE 19

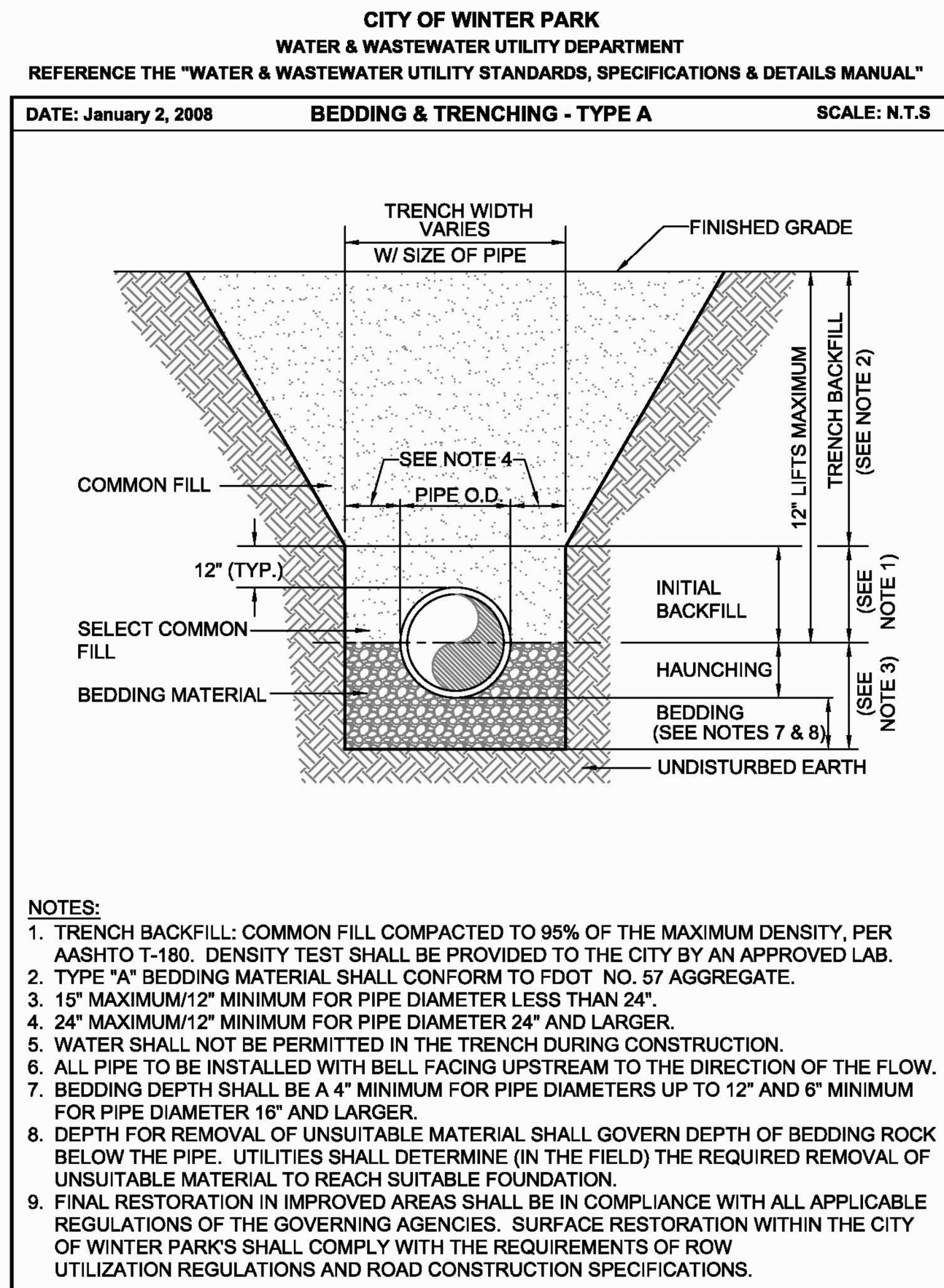


FIGURE 26

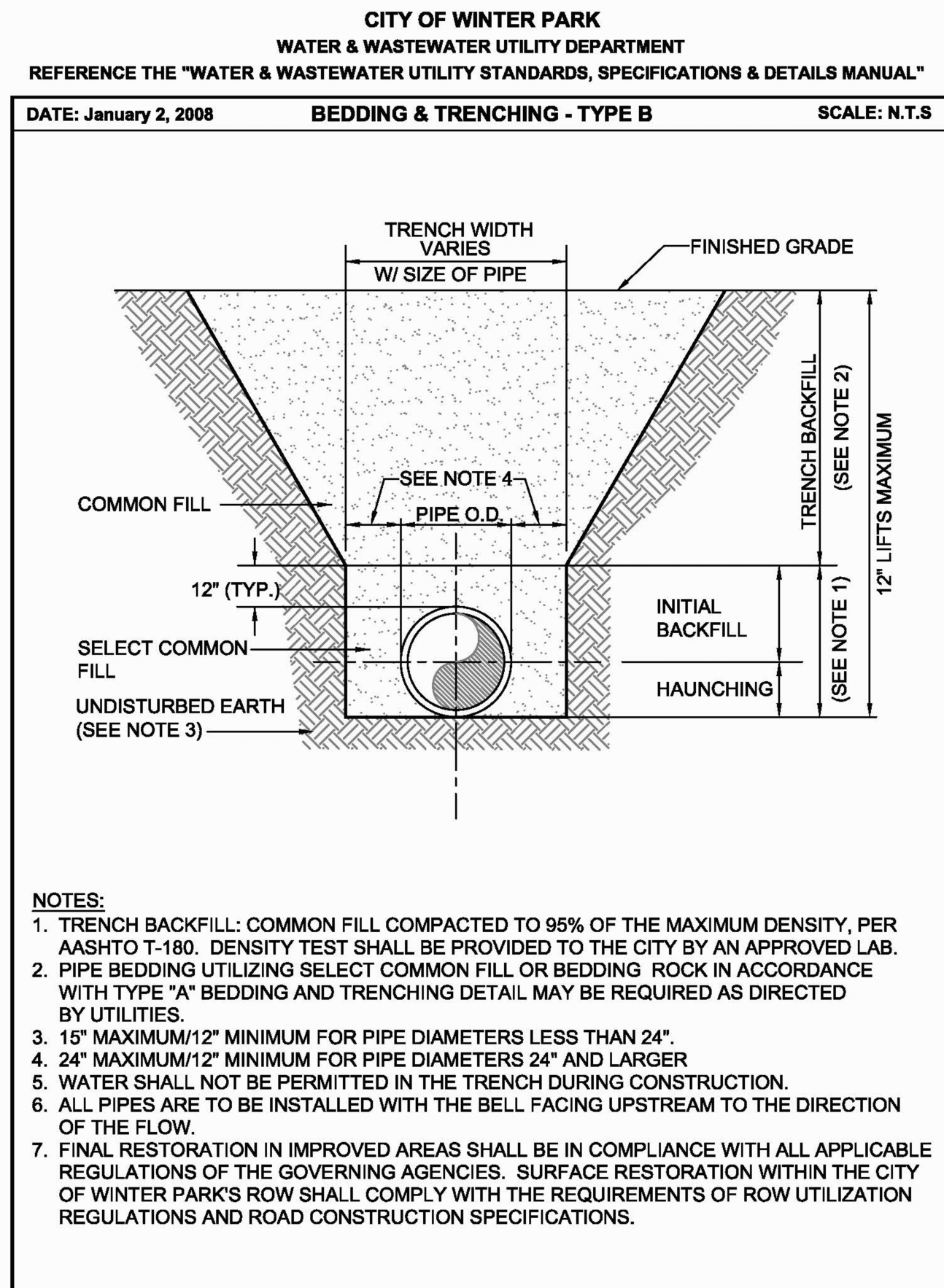


FIGURE 27

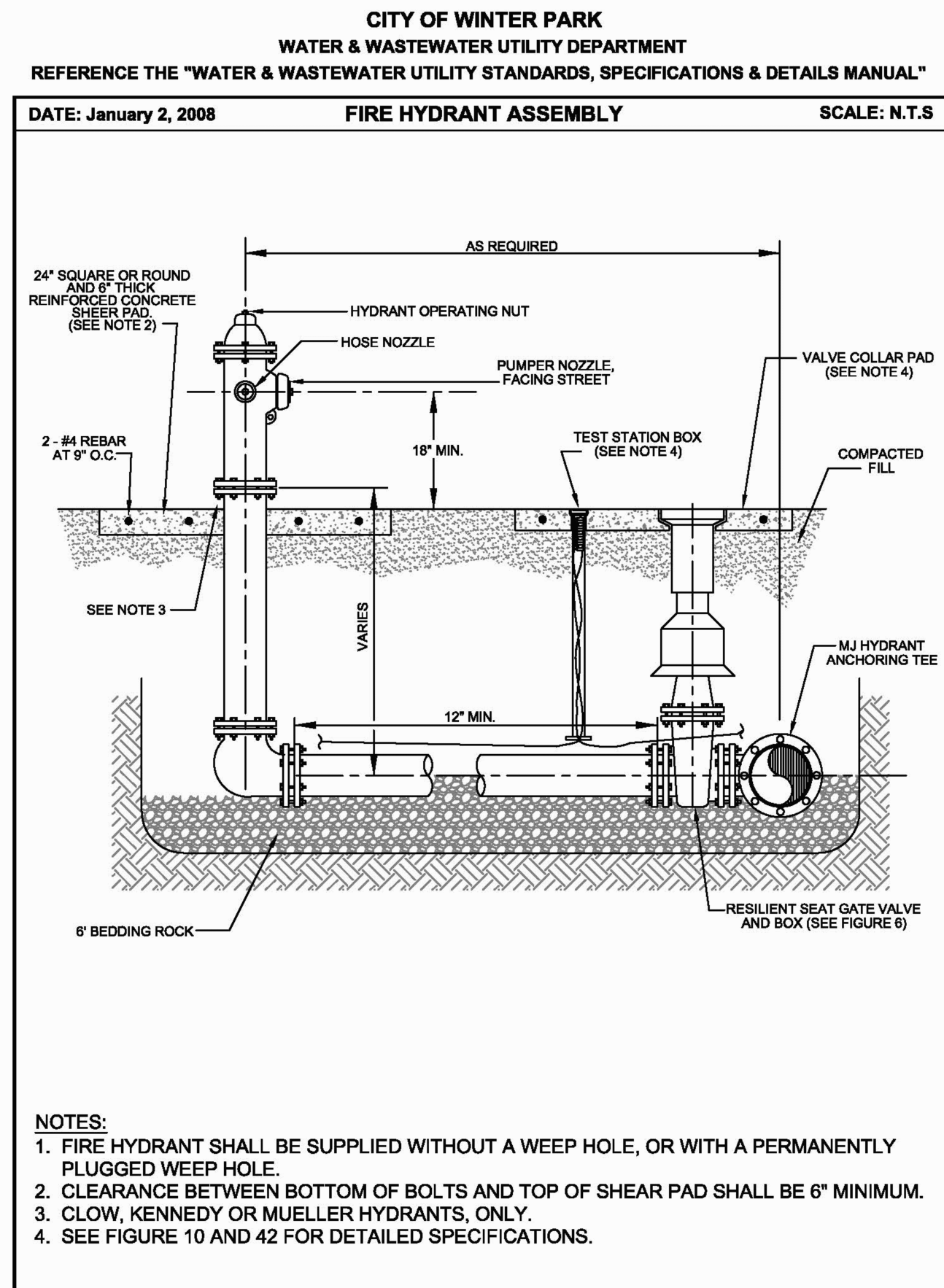


FIGURE 18

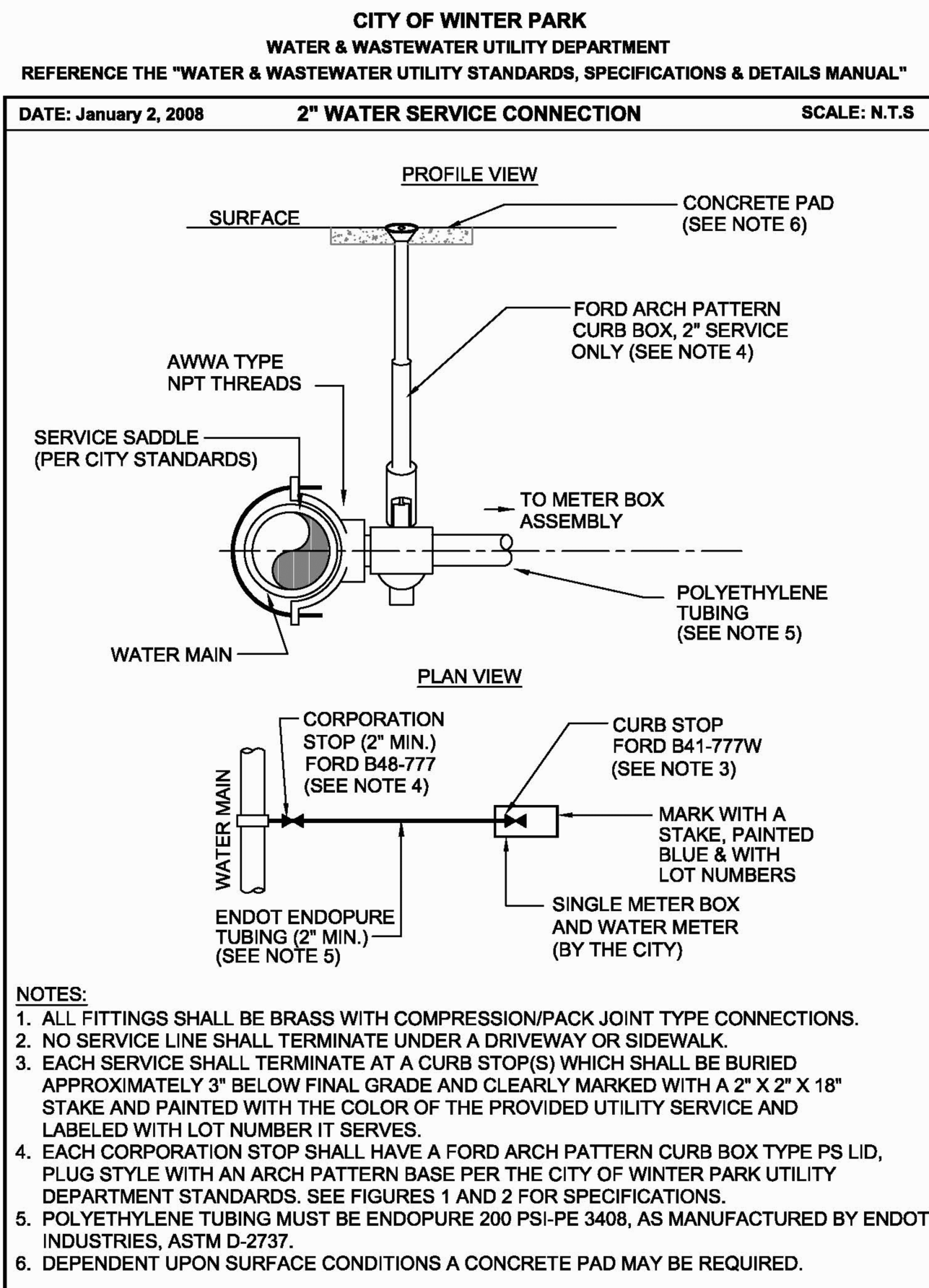


FIGURE 29

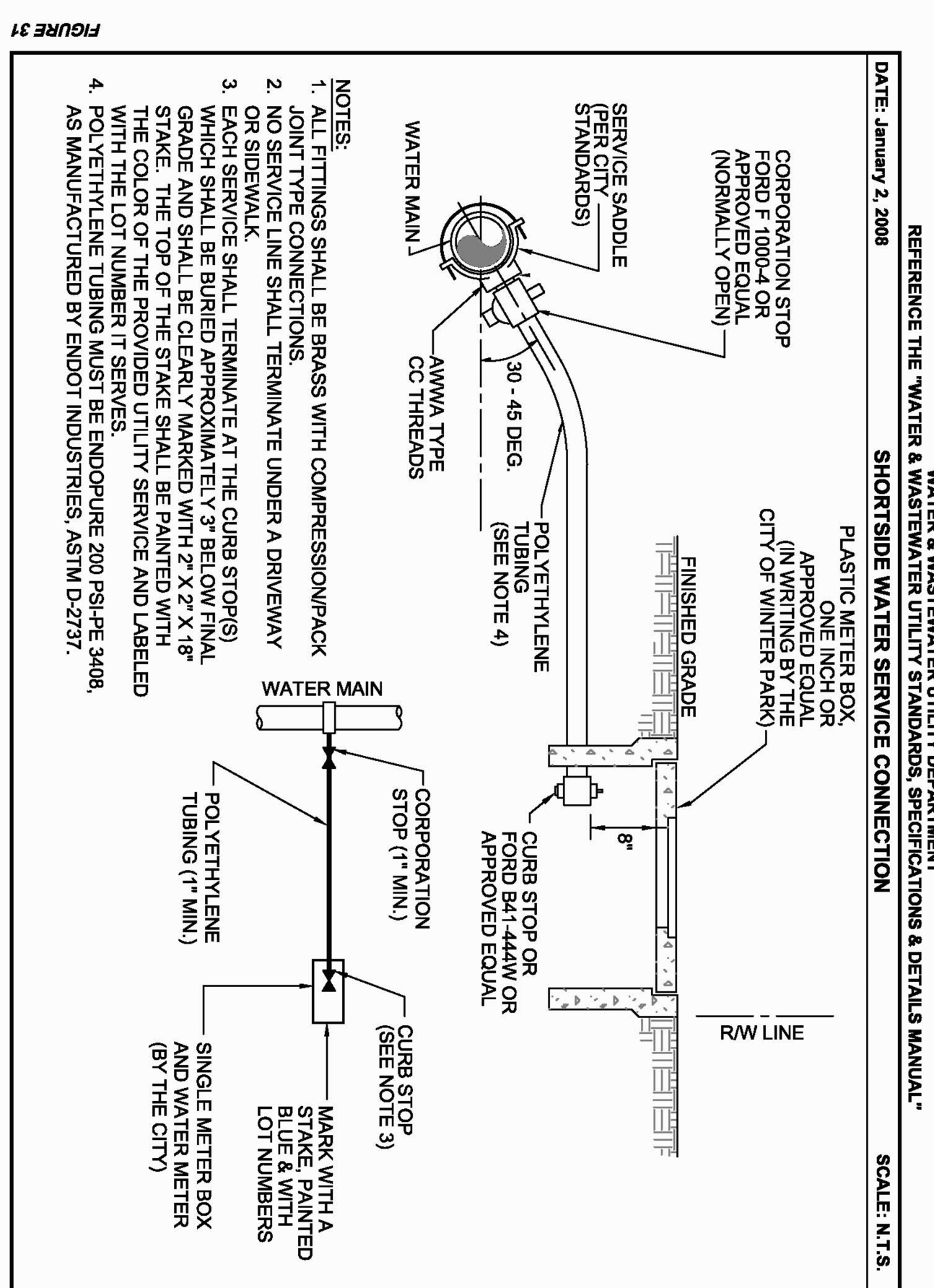


FIGURE 32

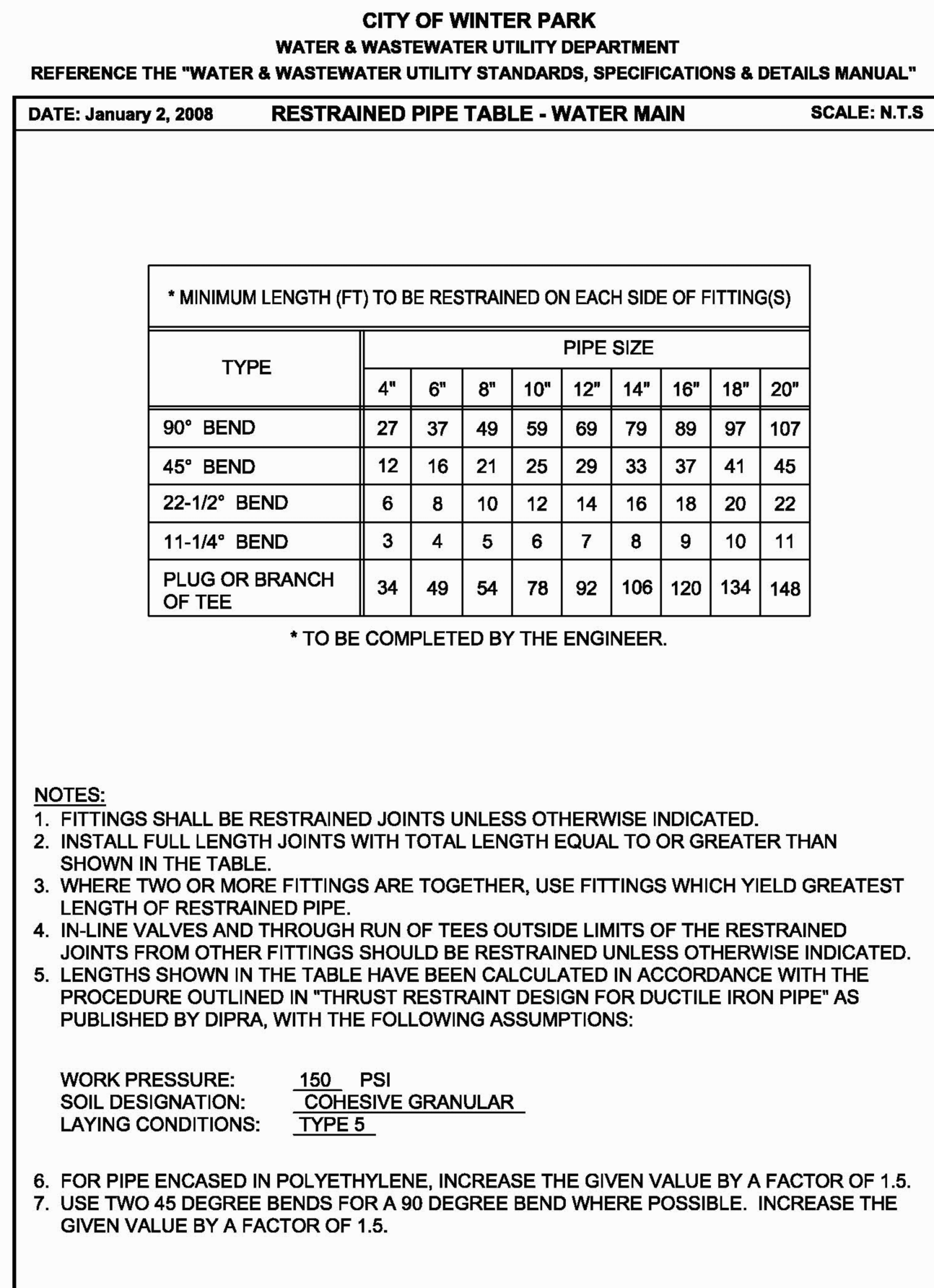
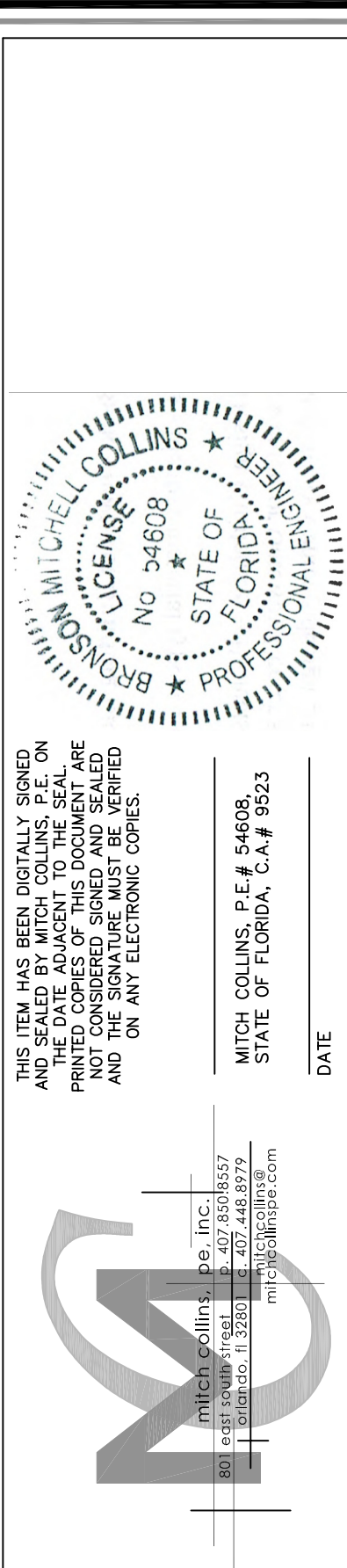


FIGURE 34

NOTE:
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ORIGINAL SIGNATURE AND EMBOSSED WITH ENGINEER'S SEAL AS PER
CHAPTER 21H.23.002 FLORIDA ADMINISTRATIVE CODE.

REV/DATE	BY
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DETAILS AND NOTES
FOR
VERAX AT LAKE MONT
WINTER PARK, FLORIDA
1871 ALOMA AVENUE



DRAWN BY:	M.C.
CHECKED BY:	M.C.
DATE:	12-27-23
SCALE:	N.T.S.
JOB NO:	223-038
SHEET NO:	C-7 OF C-8



City Commission

agenda item 13.a

item type

Public Hearings: Non Quasi-Judicial Matters

meeting date

June 26, 2024

prepared by

Randy Knight, City Manager

approved by

Randy Knight, City Manager

subject

Ordinance: Authorizing lease agreement for 460 East New England Avenue (old library site) (1st reading)

motion | recommendation

Approve the attached lease agreement and related ordinance. Direct staff to bring forward necessary zoning ordinance.

background

At the June 12, 2024 City Commission meeting, the Commission directed staff to negotiate a lease with Blue Bamboo Center for the Arts, Inc. for the old library property located at 460 East New England Avenue, in accordance with their proposal and terms discussed at that meeting. Attached is a copy of the negotiated lease.

In order to convey property via a lease, the City Charter requires that the Commission do so by ordinance.

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

1. Ordinance Authorizing Lease to Blue Bamboo
2. Exhibit 1 - Blue Bamboo Lease

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, APPROVING AND AUTHORIZING THE LEASE OF CERTAIN PROPERTY TO BLUE BAMBOO CENTER FOR THE ARTS, INC., FOR THE OPERATION OF AN ARTS FACILITY, WHICH PROPERTY IS LOCATED AT 460 EAST NEW ENGLAND AVENUE, WINTER PARK, FLORIDA; PROVIDING FOR CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Section 2.11(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 the improved real property that was the former Winter Park Library, located at 460 East New England Avenue, Winter Park, County of Orange, State of Florida ("Leased Premises"), which is more specifically described as set forth in the Lease, which Lease is attached hereto and incorporated herein as **Exhibit 1** ("Lease Agreement"); and

WHEREAS, Blue Bamboo desires to operate the Leased Premises as a multi-cultural arts venue, with the first floor to be used for concert events, meetings, rehearsals, and recording, ("Phase 1") and the second and third floors to be renovated within two years and used for arts education, recording studio and local non-profit use ("Phase 2"); 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 Blue Bamboo Center for the Arts, Inc., in accordance with the Lease Agreement attached hereto as **Exhibit 1** to this Ordinance.

NOW, THEREFORE, BE IT ENACTED BY 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** and the lease of the Leased Premises to Blue Bamboo. 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 _____, 2024.

Sheila DeCiccio, Mayor

ATTEST:

City Clerk, Rene S. Cranis

S:\AKA\CLIENTS\Winter Park\Administrative Services W600-26035\Library Lease (Blue Bamboo)\Ordinance Authorizing Lease to Blue Bamboo.docx

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made and entered into this ____ day of _____ 2024, (“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 **Blue Bamboo Center for the Arts, Inc.**, a Florida not-for-profit corporation, whose principal address is 940 W Canton Avenue A-106, Winter Park, Florida 32789 (hereinafter referred to as “Blue Bamboo”), collectively the “Parties”.

RECITALS:

WHEREAS, the City owns fee simple title to the improved real property that was the former Winter Park Library, located at 460 East New England Avenue, Winter Park, County of Orange, State of Florida (“Premises”); and

WHEREAS, the City desires to lease to Blue Bamboo the Premises, and Blue Bamboo desires to lease the Premises from the City, pursuant to the terms, conditions, and provisions contained herein; and

WHEREAS, Blue Bamboo agrees to accept the leased Premises as is and without regard to the present condition of the Premises; and

WHEREAS, Blue Bamboo desires to operate the Premises as a multi-cultural arts venue, with the first floor to be used for concert events, meetings, rehearsals, and recording, (“Phase 1”) and the second and third floors to be renovated within two years and used for arts education, recording studio and local non-profit use (“Phase 2”).

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 twenty (20) years commencing on the Effective Date (“Term”). The initial Term shall be split into two (2) periods: The first period commences on the Effective Date and ends two (2) years after the Effective Date. The second period commences the day after two (2) years after the Effective Date and ends upon the expiration or termination of this Lease.

The City may terminate this Lease without cause by providing five (5) years prior written notice to Blue Bamboo. If the City terminates this Lease without cause, the City will pay Blue Bamboo the depreciated value as of the end of the five (5) year notice, calculated on a straight line basis over the initial term of the lease for the actual cash expenditures by Blue Bamboo for its improvements to the Premises made by Blue Bamboo after the Effective Date and prior to the issuance of a Certificate of Occupancy for the building but excluding any costs for fixtures made

by Blue Bamboo to the Premises that can be removed without causing significant damage to the Premises and excluding costs of all furniture and equipment. Within sixty (60) days following the issuance of a Certificate of Occupancy for the building, Blue Bamboo shall submit to the City an itemized list and documented cash expenditures of improvements for review and approval by the City that will be used to calculate the termination payment. If Blue Bamboo is not operating the Premises as a multi-cultural arts venue by the end of the first period, the City may terminate this Lease, and the City will have no obligation to pay Blue Bamboo any termination payment, for any improvements Blue Bamboo made or caused to be made to the Premises, or for any other matters.

Blue Bamboo may terminate this Lease by providing one (1) year prior written notice to the City and simultaneous payment of an amount equal to one year's Rent at the then current rent amount. If Blue Bamboo terminates this Lease for any reason, the City will not owe Blue Bamboo any termination payment, reimbursement for any costs for improvements to the Premises made by Blue Bamboo, or for any other expenses.

Provided there has been no breach or default by Blue Bamboo under this Lease during any portion of the Term, Blue Bamboo may extend the Term by up to two (2), ten (10) year periods. The first extension may be exercised by Blue Bamboo providing written notice to the City one (1) year before the end of the initial Term and the second extension may be exercised by Blue Bamboo providing written notice to the City one (1) year before the end of the first ten (10) year extension.

All sublease agreements between Blue Bamboo and any sublessee must include a provision that the sublease agreement between Blue Bamboo and any sublessee is contingent and conditioned upon this Lease being in full force and effect. The provision in all subleases must acknowledge that if this Lease is terminated, with or without cause, by either Party, or this Lease expires the sublease is also terminated, and each Sublessee, at minimum, to the limitations and restrictions related to the Premises that are contained within this Lease.

3. **Use & Improvements.** Blue Bamboo acknowledges that it has inspected the Premises prior to the execution of this Lease and accepts the Premises in its current "as is" condition. Blue Bamboo confirms that it has had the opportunity to conduct a thorough inspection of the Premises, understands that there are many defects and issues with the Premises, that significant work, repairs, and improvement to the Premises are required, and accepts all aspects of the Premises, including but not limited to, structural components, fixtures, and systems, in their present state as of the Effective Date without any obligation on the part of City to make or pay for modifications, repairs, or improvements. The City shall remove all furniture and loose materials in the Premises prior to Blue Bamboo taking possession of the Premises.

During the Term, and as the Term may be extended, Blue Bamboo shall have the right of possession, operation, and use of the Premises as provided and limited herein to be used as a multi-cultural arts venue. Should zoning changes to allow such use be necessary, the City will consider and process such changes but without being bound to approve any zoning changes. If the rezoning to allow Blue Bamboo's proposed use is not approved within sixty (60) days from the Effective Date of this Lease, this Lease shall be null and void, excluding those provision that expressly or impliedly survive; for any expenses incurred by either Party prior to the zoning change, each Party shall bear such expense without contribution from the other Party. Blue Bamboo may only operate

the Premises as a multi-cultural arts venue. Neither Blue Bamboo nor any sublessee shall conduct any operations on or in the Premises either before 7:00 A.M., or after 11:00 PM on any day without advanced written approval from the City. Blue Bamboo shall comply with all applicable laws, ordinances, and regulations, including but not limited to City Code requirements such as signage regulations, setbacks, FAR, height, and parking, in its use and operation of the Premises. Within two years of the Effective Date, at Blue Bamboo's sole cost and expense, Blue Bamboo shall bring the Premises into compliance with City Code, applicable Americans with Disabilities Act requirements, and any other legally required improvement.

Blue Bamboo may build, construct, alter, demolish, or make improvements to the first floor of the Premises to accommodate a 160-seat non-fixed seating performance venue for concert events, meetings, rehearsals, and recording. Blue Bamboo may build, construct, alter, demolish, or make improvements to the second floor and third floor of the Premises as needed such that the second floor and third floor may be rented to educational and performing arts non-profits. Subleasing the first floor of the Premises to third parties is prohibited without prior written consent of the City, at the City's sole discretion. Subleasing the second and third floor of the Premises is permitted, however, Blue Bamboo may only sublease the second floor and third floor to City approved not-for-profit organizations, Blue Bamboo must provide the City with notice and proof that the third party meets such criteria. Blue Bamboo shall provide the City any sublease agreement for City's review and approval to the City's satisfaction. Blue Bamboo assumes all liability for third-party sublessees and is not relieved of any liability imposed by this Lease for actions or inactions of third-party sublessees.

Notwithstanding the above agreed-to improvements, Blue Bamboo may not build, construct, alter, demolish, or make any improvements to the Premises, or attach any fixtures in or to the Premises without the prior written consent of the City. Should Blue Bamboo wish to remove any trees from the Premises, Blue Bamboo must obtain advanced written approval from the City.

4. **Rent/Deposit.** Commencing on the Effective Date, Blue Bamboo shall pay to the City as rent for the Premises the sum of one hundred thirty-two thousand dollars (\$132,000) per year, and during the second period commencing on the first day of the second period, Blue Bamboo shall pay to the City as rent for the Premises the sum of two hundred seventy-six thousand dollars (\$276,000) per year ("Rent"). The Rent shall increase by two (2) percent every five (5) years after the end of the first period during the Term of this Lease any extension thereto. The Rent shall be paid in monthly installments, with the first monthly payment 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 Blue Bamboo in writing. Blue Bamboo is responsible for the entire amount of Rent as specified in this Lease; neither Blue Bamboo's obligations to pay Rent, nor any other obligations of Blue Bamboo under this Lease is contingent or conditioned upon Blue Bamboo's sublease of any portion of the Premises, or any performances within the Premises, or any other contingency or condition.

On or before five (5) days after the Effective Date, Blue Bamboo shall pay the City a twenty-five thousand (\$25,000.00) dollar Security Deposit. Within the earlier of ninety (90) days from the Effective Date or prior to the issuance of a Certificate of Occupancy, Blue Bamboo shall

pay the City an additional twenty-five thousand (\$25,000.00) dollars towards the Security Deposit. The Security Deposit is partial security for the performance by Blue Bamboo of Blue Bamboo's obligations under this Lease, including, without limitation, the payment of Rent and any other charges payable under this Lease. The Security Deposit shall not be escrowed or segregated and no interest shall be payable on the Security Deposit unless the City elects in its sole discretion to place the Deposit in an interest bearing account. The Security Deposit is not an advance payment of Rent or a measure of City's damages in the case of default by Blue Bamboo. Upon the occurrence of an event of default under this Lease, City may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of all or any part or component of any payments due to City by Blue Bamboo hereunder, or any other sum as to which Blue Bamboo is in default, or for the payment of any other injury, damage, expense or liability resulting from any event of default. Use of all or any portion of the Security Deposit by the City to pay for any of Blue Bamboo's obligations under this Lease in no way releases Blue Bamboo from complying with the remainder of Blue Bamboo's obligations under the Lease. Following any such application of the Security Deposit, Blue Bamboo shall pay to City on demand an amount necessary to restore the Security Deposit to its original amount. In the event that Blue Bamboo shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Security Deposit shall be returned to Blue Bamboo within sixty (60) days after the expiration of this Lease provided that the Premises are delivered to City in a condition acceptable to the City.

5. **Possession.** During the Term of this Lease, Blue Bamboo shall have, hold, and enjoy possession of the Premises as limited herein and provided hereinafter, and all rights granted to Blue Bamboo 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 Blue Bamboo. Further, the City hereby reserves, upon reasonable notice to Blue Bamboo, the right to access the Premises for inspections.

6. **Maintenance/Repair.** Blue Bamboo agrees to maintain the Premises, including the parking lot and landscaping, in a neat, clean and first-class condition. Blue Bamboo is responsible for all maintenance and repair of the Premises and improvements and all matters located thereupon, including repairs, exterior and interior work, maintenance, and janitorial and landscaping services in and about the Premises. Without limitation, Blue Bamboo is responsible for all plumbing, electrical, HVAC, lighting, roof, windows, structural components, foundations, and every aspect of the building and improvements on the Premises, at Blue Bamboo's sole cost. Blue Bamboo is responsible for all costs for utilities, taxes, insurance, and other operating needs. Prior to Blue Bamboo's receipt of a building permit for Phase 1, Blue Bamboo shall provide the construction cost estimate from Blue Bamboo's architect, engineers, and contractors and evidence of Blue Bamboo's financial ability to complete Phase 1. Any and all realtor or broker fees related to this Lease or this transaction or for future sublessees shall be paid by Blue Bamboo, including any commissions, fees, costs, or other compensation that may be owed to realtors or brokers.

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

a) *Indemnification.* Blue Bamboo agrees that the City will not be liable for any injuries to any person or damage to any real or personal property except to the extent such

injury or damage is caused by the negligence of the City. Blue Bamboo 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 this Lease, caused by, arising from, or related to Blue Bamboo's, including Blue Bamboo's employees, agents, officers, volunteers, guests, trespassers, and sublessees or subcontractors' use, actions, or inactions relating to Blue Bamboo's, sublessee's, or assignee's use, occupation, and operation of the Premises during the Term as such may be extended. Any Americans with Disabilities Act or other statutory and common law claims arising from or related to Blue Bamboo's use of the Premises are subject to this indemnification provision.

- 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, 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 this Lease 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) This Section 7 survives cancellation and termination of this Lease.

8. **Insurance.** Blue Bamboo and any sublessee of the Premises will acquire and maintain, during the Term of this Lease, 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 Lease by Blue Bamboo. Blue Bamboo shall name the City as an additional insured party for any insurance required under this Lease. Any third-party sublessee is required to name Blue Bamboo and City as additional insured parties and must provide valid certificates of insurance to the City Manager. 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, Blue Bamboo 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.* Blue Bamboo 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 Blue Bamboo'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 Blue Bamboo or by any of its subcontractors arising from work or services performed under this Lease between the Parties. Public liability coverage must include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly Blue Bamboo's agreement to indemnify, defend, and hold the City harmless as provided in this Lease. 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) *Premises Liability.* Blue Bamboo shall, at its sole expense, procure and maintain during the Term and any extensions of the Term of this Lease, property insurance covering the Premises against all risks of direct physical loss or damage. The insurance policy shall include coverage for fire, vandalism, malicious mischief, extended coverage perils, and any other perils commonly covered under a standard "all risk" or "special form" policy. The property insurance shall be maintained in an amount not less than the full replacement cost of the Premises, excluding the value of the land. The replacement cost shall be determined from time to time at the request of the City. The insurance policy shall 1) name the City as an additional insured and loss payee; 2) contain a waiver of subrogation rights by the insurer against the City; 3) be primary and non-contributory with respect to any insurance maintained by the City; and 4) include an endorsement requiring the insurer to provide at least thirty (30) days' written notice to the City prior to any cancellation, non-renewal, or material change in coverage. In the event of loss or damage to the Premises, the insurance proceeds shall be used for the repair or restoration of the Premises. If the insurance proceeds are insufficient to complete such repair or restoration, Blue Bamboo shall be responsible for the deficiency.
- c) *Automobile Liability.* Blue Bamboo 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 Blue Bamboo, 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.

- d) *Workers' Compensation.* Blue Bamboo 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.
- e) *Employee's Honesty Insurance (Fidelity Insurance).* Blue Bamboo agrees to purchase a blanket fidelity bond covering all officers, employees, and agents of Blue Bamboo holding a position of trust and authorized to handle funds received or disbursed under this 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.
- f) *Primary and Excess Coverage.* Any insurance required herein may be provided using primary and excess policies providing functionally equivalent coverage.
- g) *Deductibles.* The City is not responsible or liable for the payment of any deductibles for any claims arising out of or related to Blue Bamboo's business or any subcontractor performing work or services on behalf of Blue Bamboo or for Blue Bamboo's benefit under this Lease.
- h) *Cancellation Notices.* During the Term of this Lease, Blue Bamboo 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 Lease within two (2) business days of receipt of such notice or change.
- i) *Insurance for Third Party Contractors and Vendors.* Blue Bamboo and any sublessees of the Premises shall provide the City with reasonable advance notice of any vendors, contractors, and other entities Blue Bamboo or sublessees 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.
- j) *Survival.* The provisions of this section 8. Insurance survive cancellation and termination of this Lease.

9. **Default.** It is agreed between the Parties that if either Party defaults or breaches any covenant or provision of this Lease, then the non-defaulting Party, after giving the other Party ninety (90) days prior written notice of such default plus a reasonable opportunity to cure, except for nonpayment of Rent for which a five (5) day notice shall apply, if not timely cured, may seek any legal remedy available under Florida law unless otherwise provided herein. Blue Bamboo's sole remedies for any breach or default of this Lease by the City shall be to terminate this Lease and surrender possession of the Premises or an action for specific performance. Blue Bamboo waives all monetary damage and remedies. An action for specific performance must be filed by

Blue Bamboo within one (1) year from the date of the first breach or default of this Lease or else such cause is waived and barred. If Blue Bamboo defaults or breaches any covenant or provision of this Lease, then the City has the right to terminate the Lease and bring any action allowed by law, including an action for injunction, specific performance, or other equitable relief, or an action to recover rent or seek damages. City shall be entitled to recovery from Blue Bamboo all costs and expenses incurred by City in recovering possession of the Premises, placing the same in good order and condition, and reletting the same, including, without limitation, reasonable attorney's fees and costs. Further, in the event Blue Bamboo breaches this Lease and fails to timely cure any such breach, the City, without waiving City's rights to pursue all available remedies may apply and offset any portion of such breach by using any or all of the Deposit.

10. **Attorneys' Fees.** If either Party commences or defends an action for eviction or recovery of Rent against the other Party arising out of or in connection with this Lease, 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. Otherwise, each Party bears its own fees and costs in any litigation arising out of this Lease.

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 in whole or in part by Blue Bamboo without the prior written consent of the City.

12. **Notices.** 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 Lease on behalf of the City. The Parties' addresses are as follows:

City: **City of Winter Park**
Attention: 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

Blue Bamboo:

Blue Bamboo Center for the Arts, Inc.

Attention: _____
940 W Canton Avenue A-106
Winter Park, FL 32789

13. **Holdover.** If Blue Bamboo remains in possession of the Premises after the expiration of the Term or any extension thereof, Blue Bamboo will be deemed to be occupying the Premises pursuant to a month-to-month leasehold under the same terms of this Lease, at the monthly pro rata rental amount of twenty-three thousand (\$23,000) per month, as such may be increased per the terms of this Lease. However, this provision does not prevent the City from refusing such month-to-month arrangement or refusing to accept monthly rent and electing its remedies to evict or eject Blue Bamboo from the Premises if Blue Bamboo refuses to vacate the Premises upon demand by the City.

14. **Time.** Time is of the essence to 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. **PUBLIC RECORDS.** Pursuant to § 119.0701(2)(a) and (b), Florida Statutes, the City is required to provide Blue Bamboo with this statement and establish the following requirements as contractual obligations pursuant to the Lease:

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

By entering into this Lease, Blue Bamboo agrees to comply with public records laws as they pertain to records kept, generated, or maintained pursuant to this Lease. Pursuant to § 119.0701, Florida Statutes, any contractor, including Blue Bamboo, 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 Lease and following completion or termination of the Lease if Blue Bamboo does not transfer the records to the City.

d) Upon completion or termination of the Lease, transfer, at no cost, to the City all public records in the possession of Blue Bamboo or keep and maintain such records required by the City to perform the service. If Blue Bamboo transfers all such records to the City upon completion or termination of the Lease, Blue Bamboo shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Blue Bamboo keeps and maintains such records upon completion or termination of the Lease, Blue Bamboo 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 Lease must be made directly to the City. If Blue Bamboo receives any such request, Blue Bamboo shall instruct the requestor to contact the City. If the City does not possess the requested public records, the City shall immediately notify Blue Bamboo of such request, and Blue Bamboo must provide the public records to the City or otherwise allow the public records to be inspected or copied within a reasonable time.

Blue Bamboo 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. Blue Bamboo 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 either Party's failure to comply with the public records disclosure requirements of § 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 Section 15 shall survive the expiration or termination of this Lease.

16. **Applicable Law.** The laws of the State of Florida govern the validity, performance, and enforcement of this Lease.

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 primary purpose of the Lease or renders it inequitable to either Party. Should such invalidity or unenforceability frustrate the primary purpose of this Lease or render it inequitable to either Party, the invalid or unenforceable terms of this Lease shall be construed by the court in a manner that effectuates the Parties' intent and the remainder of the Lease shall remain in full force and effect.

18. **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.

19. **Entire Agreement.** This Lease contains all the terms and conditions agreed to by the Parties. No other agreement, oral or written, regarding the subject matter of this Lease shall be deemed to exist or to bind either Party hereto.

20. **Venue.** Exclusive venue in any action to construe or enforce the provisions of this Lease 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 Lease is governed by and to be interpreted under the laws of the State of Florida. Each Party agrees to notify the other in writing within thirty (30) days 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 made against Blue Bamboo, related to this Lease; 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.

21. **No Waiver.** Continued performance or failure to perform or exercise any rights 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 Lease or elect any other remedy or action, nor may it be construed or act as a waiver for any subsequent default.

22. **Non-assignability.** Blue Bamboo may not assign any or all of its rights or obligations under this Lease without the prior written consent of the City Commission, which assignment may be agreed to, denied, or conditioned in part or in whole as the City Commission deems appropriate in its sole discretion. Failure to comply with this section may result in immediate termination of this Lease.

23. **Third Party Beneficiary.** This Lease 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.

24. **No Joint Venture.** It is mutually understood and agreed that nothing contained in this Lease 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 Blue Bamboo to be or become an agent or representative of the City for any purpose or in any manner whatsoever.

25. **E-Verify Compliance.** Blue Bamboo affirmatively states, under penalty of perjury, that in accordance with § 448.095, Florida Statutes, Blue Bamboo is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Blue Bamboo requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Blue Bamboo is otherwise in compliance with §§ 448.09 and 448.095, Florida Statutes. City's good faith belief that Blue Bamboo is employing unauthorized aliens in the State of Florida in violation of § 448.095, Florida Statutes, shall be just cause for unilateral termination of this Lease effective immediately, and Blue Bamboo shall be liable for additional costs incurred by City due to the termination of the Lease.

26. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to § 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Blue Bamboo hereby certifies that Blue Bamboo is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Blue Bamboo further hereby certifies that Blue Bamboo is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Blue Bamboo understands that pursuant to § 287.135, Florida Statutes, the submission of a false certification may subject Blue Bamboo to civil penalties, attorney's fees, and/or costs. Blue Bamboo further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Blue Bamboo (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

27. **Nondiscrimination.** Blue Bamboo shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit

discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

28. **Compliance with Laws.** Blue Bamboo agrees to comply with all laws, codes, rules, and regulations, including those of the Federal, State, and local agencies having jurisdiction.

29. **Taxes.** Blue Bamboo is responsible for the payment of any and all real property taxes and/or assessments that may be assessed relating to the Premises.

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

IN WITNESS WHEREOF, the City and Blue Bamboo 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

Sheila DeCiccio, Mayor

Date: _____

Witness

Print

Witness

Print

BLUE BAMBOO:

**Blue Bamboo Center for
the Arts, Inc.**, a Florida
non-profit corporation

By: _____

Date: _____

**item type**

Public Hearings: Non Quasi-Judicial Matters

meeting date

June 26, 2024

prepared by

Jeffrey Briggs

approved by

Randy Knight, City Manager

subject

Resolution 2287-24 -designating the property at 1259 Essex Road to the Winter Park Register of Historic Places.

motion | recommendation

The Historic Preservation Board has recommended approval of this designation.

background

Brian and Jennifer Berry (property owners) have voluntarily agreed to designate their property and home at 1259 Essex Road to the Winter Park Register of Historic Places. This home is an example of the Bungalow architectural style that was popular when this home was built in 1925.

The home has been enlarged to the rear since being built in 1925 and is now a one-story, 4-bedroom, 3-bath home with 2,360 square feet of living area plus an oversized two-car garage. It has many distinct traditional architectural features, including window fenestration. The home is also symbolic of the scale and character of the Virginia Heights neighborhood as it has developed.

The Berry's have researched information about the home. The earliest known owner was Samuel H. Edes, based on a deed from 1926. Major Samuel Harcourt Edes (1881 – 1967), spent most of his civilian life in Newport, New Hampshire, but was a graduate of Rollins College, Class of 1906.

The Berry's purchased this home in March 2022 and the motivation for designation is to preserve the home, which is on a large lot, so that a future owner does not demolish and rebuild at some future time.

alternatives | other considerations

fiscal impact

attachments

1. Location Map and Aerial
2. House Pictures
3. Resolution_1259 Essex Road



1259 ESSEX RD WINTER PARK FL 32789 2/15/2024 10:41 AM



April 23, 2015 at 10:05:24 AM

1259 ESSEX RD. WINTER PARK. FL 32789 4/23/2015 10:11 AM



RESOLUTION 2287-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 1259 ESSEX ROAD, 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 1259 Essex Road with the existing home built in 1925 is an example of the architecture popular during that period in the development of the Virginia Heights neighborhood.

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 1259 Essex Road 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 26th day of June, 2024.

Sheila DeCiccio, Mayor

ATTEST:

City Clerk Rene Cranis

**item type**

Public Hearings: Non Quasi-Judicial Matters

meeting date

June 26, 2024

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Randy Knight, City Manager

subject

Request of the City of Winter Park for an Ordinance establishing Chapter 58, "Land Development Code", Article III, "Zoning", Section 58-97 "Community Engagement". (1st Reading)

motion | recommendation

P&Z Board and staff recommendation is to approve the Ordinance as presented.

background

At the end of 2023, the Planning & Zoning Board directed staff to work on a community engagement Ordinance to require certain projects that come before them to be required to conduct community meetings prior to the public hearing process. Attached is the proposed Ordinance and would require community meetings to be conducted by the applicants for the following situations:

1. Any development that requires a comprehensive plan future land use map and/or zoning amendment of lakefront property from a residential use to a commercial use, mixed-use, medium-density residential use, or high-density residential use.
2. Any development that requires a comprehensive plan future land use map and/or zoning 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.
3. Any development that requires a comprehensive plan text or map amendment or Land Development Code amendment that increases the maximum allowed residential units per acre (density) or floor area ratio (intensity) by more than 25 percent (25%) 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.
4. Projects with a residential component of twenty-five (25) or more residential dwelling units, regardless of density.
5. Any project with a total building size 18,000 square feet or greater.
6. Any project requiring a Conditional Use that is adjoining or directly across the street from any residential property.

The Ordinance also contains requirements for notice requirements, locations requirements, evidence of meeting materials, etc.

alternatives | other considerations

fiscal impact

attachments

1. Community Engagement Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
ESTABLISHING CHAPTER 58, "LAND DEVELOPMENT CODE",
ARTICLE III, "ZONING" SECTION 58-97 "COMMUNITY
ENGAGEMENT", PROVIDING FOR CODIFICATION,
SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

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

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

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

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

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" of the Code of Ordinances, Section 58-97 "Community Engagement" is hereby established as shown below:

Sec. 58-97. Community Engagement.

(a) Purpose. The purpose of community engagement is to:

- (1) Ensure that applicants pursue early and effective citizen participation in conjunction with their applications, giving them the opportunity to understand and try to mitigate any real or perceived impacts the proposed project may have on the community.
- (2) Ensure that citizens have an adequate opportunity to learn about projects that may affect them and to work with applicants to resolve concerns at an early stage of the review and decision-making process.
- (3) Facilitate ongoing communication between the applicant, interested citizens, city staff, appointed and elected officials throughout the application review process.
- (4) The community engagement meeting is not intended to produce complete consensus on all applications, but to encourage applicants to be good neighbors and to allow for informed decision-making.

(b) Applicability.

(1) Every application for the following projects shall include evidence of a community engagement meeting, which must be conducted at least fourteen (14) days prior to the first public meeting conducted by the City, changes to the application as a result of the community meeting do not require subsequent community meetings:

- a. Any development that requires a comprehensive plan future land use map and/or zoning amendment of lakefront property from a residential use to a commercial use, mixed-use, medium-density residential use, or high-density residential use.
- b. Any development that requires a comprehensive plan future land use map and/or zoning 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.
- c. Any development that requires a comprehensive plan text or map amendment or Land Development Code amendment that increases the maximum allowed residential units per acre (density) or floor area ratio (intensity) by more than 25 percent (25%) 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.
- d. Projects with a residential component of twenty-five (25) or more residential dwelling units, regardless of density.
- e. Any project with a total building size 18,000 square feet or greater.
- f. Any project requiring a Conditional Use that is adjoining or directly across the street from any residential property.

(c) Community Meeting Notice Requirements. In addition to the required notice requirements provided under Chapter 58, Article III, Zoning, Section 58-89(c)(2), all applicable projects must provide written notice of the time and place of such meeting and the proposed action to be taken shall be mailed to all owners of record of property within 500 feet (including the City's Planning & Zoning Department) of a proposed project at least 15 days prior to the community meeting. The applicant must provide the list of properties that the notice was sent to the Planning & Zoning Department along with a signed affidavit that the notices were sent.

(d) Community Meeting Location Requirements. The community meeting shall take place at a location within the city limits, in a location that is easily accessible to the public (i.e. public library, church, or community center).

(e) Evidence of Meeting. Evidence of a community engagement meeting shall be submitted to the Planning and Zoning Department to be included within the

Planning & Zoning Board's agenda packet within 10 days of the first public hearing and must include:

- (1) Information demonstrating how the public was noticed consistent with the courtesy notice procedures set forth in subsection (c) above. The applicant's notice shall clearly:
 - a. Designate the party sending the notice; and
 - b. State the times and dates of the scheduled public meetings being conducted by the City.
- (2) A copy of the written notice that introduces the application and describes the impact it may have on the surrounding properties. A copy of the site plan and building elevations, if part of the application, shall be available at the community engagement meeting. The notice should include: a contact name, phone number, address where parties may address questions and location of the community engagement meeting.
- (3) A community engagement meeting sign-in sheet that indicates the number of people in attendance.
- (4) A report including the following information, at a minimum:
 - a. Summary of the substance of concerns, issues and problems expressed during the process.
 - b. Description of how the applicant has addressed, or intends to address, the concerns, issues and problems expressed during the process.
 - c. Identification of concerns, issues and problems the applicant is unwilling or unable to address, if any, and a statement as to why the issue cannot or will not be addressed.

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

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

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

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

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

By: _____
Mayor Sheila DeCiccio

ATTEST:

By: _____
Rene Cranis, City Clerk

**item type**

Public Hearings: Non Quasi-Judicial Matters

meeting date

June 26, 2024

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Randy Knight, City Manager

subject

Request of City of Winter Park for:

- An Ordinance amending Chapter 58, "Land Development Code", Article I "Comprehensive Plan" Future Land Use Map so as to change the Future Land Use designation of Office to Institutional Future Land Use on the city-owned property located at 655 N. Wymore Road. (1st Reading)
- An Ordinance amending Chapter 58, "Land Development Code", Article III, "Zoning" and the official Zoning Map so as to change from Office (O-1) Zoning to Public, Quasi-Public (PQP) Zoning on the city-owned property at 655 N. Wymore Road. (1st Reading)

motion | recommendation

P&Z Board and staff recommendation is for approval.

background

The City of Winter Park acquired ownership of the property at 655 N. Wymore Road on May 12, 2023, as a surplus property transfer. The property had been acquired and used by FDOT during the I-4 Ultimate widening project for storage and construction laydown, and was deemed surplus upon completion of that project.

The City's intention is to use the property initially for a Fire Training facility. In the future, the property may also be used for a new Fire Station for more immediate response to serve the western portions of the City. As such, the Comprehensive Plan future land use map and Zoning map need to be updated to reflect those municipal governmental uses. That is done by establishing an Institutional future land use designation and Public, Quasi-Public (PQP) district zoning.

alternatives | other considerations

fiscal impact

attachments

1. Ord. Comp. Plan_FLU 655 Wymore Road
2. Ord. Zoning _655 N. Wymore Road

ORDINANCE XXXX-24

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF OFFICE TO INSTITUTIONAL FUTURE LAND USE ON THE PROPERTY AT LOCATED AT 655 N. WYMORE ROAD, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the City of Winter Park has acquired ownership of the property more particularly described below, and

WHEREAS, the City Commission intends to amend its Comprehensive Plan to recognize the municipal use of this property via a Comprehensive Plan future land use map designation as a small-scale amendment to the Comprehensive Plan, and

WHEREAS, on June 11, 2024, the Planning and Zoning Board held a public hearing on the proposed future land use map amendment set forth herein and made a recommendation to the City Commission concerning the same, and

WHEREAS, the amendment of the Comprehensive Plan maps and the establishment of a future land use designation meets the criteria established by Chapter 163, Florida Statutes and pursuant to and in compliance with law.

NOW THEREFORE BE IT ENACTED, AS FOLLOWS:

SECTION 1. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to change from an Office future land use designation to an Institutional future land use on the property located at 655 N. Wymore Road and more particularly identified with Orange County Parcel ID# 02-22-29-0000-00-036 in the Public Records of Orange County, Florida.

SECTION 2. This Ordinance shall become effective 31 days after its adoption unless timely challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption. If timely challenged, this Ordinance will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining compliance pursuant to Chapter 163, Florida Statutes.

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

Mayor Sheila DeCiccio

Attest:

Rene Cranis, City Clerk

ORDINANCE XXXX-24

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE FROM OFFICE (O-1) ZONING TO PUBLIC, QUASI-PUBLIC (PQP) ZONING ON THE PROPERTY AT 655 N. WYMORE ROAD, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the City Commission intends to establish a municipal zoning designation on this property in compliance with the establishment of a similar Comprehensive Plan future land use designation for said property, and

WHEREAS, on June 11, 2024, the Planning and Zoning Board held a public hearing on the rezoning set forth herein and made a recommendation to the City Commission regarding such rezoning, and

WHEREAS, the City Commission finds that the zoning set forth herein is consistent with the Comprehensive Plan and land development regulations for the public safety uses intended, and

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

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

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the existing zoning designation of Office (O-1) to Public, Quasi-Public (PQP) district zoning on the property at 655 N. Wymore Road and more particularly identified with Orange County Parcel ID# 02-22-29-0000-00-036 as recorded in the Public Records of Orange County, Florida.

SECTION 2. This Ordinance shall become effective immediately upon the effectiveness of the companion ordinance amending the City of Winter Park Comprehensive Plan to designate the property described in Section 1 of this Ordinance with the Commercial future land use.

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

Mayor Sheila DeCiccio

Attest:

Rene Cranis, City Clerk

**item type**

Public Hearings: Non Quasi-Judicial Matters

meeting date

June 26, 2024

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Randy Knight, City Manager

subject

Request of City of Winter Park for:

- An Ordinance amending Chapter 58, "Land Development Code", Article I "Comprehensive Plan" Future Land Use Map so as to change the Future Land Use designation of Office to Institutional Future Land Use on the city-owned property located at 1401 Howell Branch Road. (1st Reading)
- An Ordinance amending Chapter 58, "Land Development Code", Article III, "Zoning" and the official Zoning Map so as to change from Office (O-1) Zoning to Public, Quasi-Public (PQP) Zoning on the city-owned property at 1401 Howell Branch Road. (1st Reading)

motion | recommendation

P&Z Board and staff recommendation is for approval.

background

The City of Winter Park acquired ownership of the property at 1401 Howell Branch Road on February 23, 2022, after the previous veterinary clinic had closed. It was a logical acquisition adjacent to the other central compound city properties.

The City's intention is to use the property for the new location of the Building & Permitting Services Department. This should help reduce some of the traffic and parking demand away from City Hall, and give them more room for Safety & Code Compliance, which is also part of their department. As such, the Comprehensive Plan future land use map and Zoning map need to be updated to reflect those municipal governmental uses. This is done by establishing an Institutional future land use designation and Public, Quasi-Public (PQP) district zoning.

alternatives | other considerations

fiscal impact

attachments

1. Ord. Comp. Plan_FLU 1401 Howell Branch Road
2. Ord. Zoning _1401 Howell Branch Road

ORDINANCE XXXX-24

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF COMMERCIAL TO INSTITUTIONAL FUTURE LAND USE ON THE PROPERTY AT LOCATED AT 1401 HOWELL BRANCH ROAD, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the City of Winter Park has acquired ownership of the property more particularly described below, and

WHEREAS, the City Commission intends to amend its Comprehensive Plan to recognize the municipal use of this property via a Comprehensive Plan future land use map designation as a small-scale amendment to the Comprehensive Plan, and

WHEREAS, on June 11, 2024, the Planning and Zoning Board held a public hearing on the proposed future land use map amendment set forth herein and made a recommendation to the City Commission concerning the same, and

WHEREAS, the amendment of the Comprehensive Plan maps and the establishment of a future land use designation meets the criteria established by Chapter 163, Florida Statutes and pursuant to and in compliance with law.

NOW THEREFORE BE IT ENACTED, AS FOLLOWS:

SECTION 1. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to change from a Commercial future land use designation to an Institutional future land use on the property located at 1401 Howell Branch Road and more particularly identified with Orange County Parcel ID# 29-21-30-0000-00-031 in the Public Records of Orange County, Florida.

SECTION 2. This Ordinance shall become effective 31 days after its adoption unless timely challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption. If timely challenged, this Ordinance will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining compliance pursuant to Chapter 163, Florida Statutes.

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

Mayor Sheila DeCiccio

Attest:

Rene Cranis, City Clerk

ORDINANCE XXXX-24

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE FROM COMMERCIAL (C-3) ZONING TO PUBLIC, QUASI-PUBLIC (PQP) ZONING ON THE PROPERTY AT 1401 HOWELL BRANCH ROAD, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the City Commission intends to establish a municipal zoning designation on this property in compliance with the establishment of a similar Comprehensive Plan future land use designation for said property, and

WHEREAS, on June 11, 2024, the Planning and Zoning Board held a public hearing on the rezoning set forth herein and made a recommendation to the City Commission regarding such rezoning, and

WHEREAS, the City Commission finds that the zoning set forth herein is consistent with the Comprehensive Plan and land development regulations for the public safety uses intended, and

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

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

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the existing zoning designation of Commercial (C-3) to Public, Quasi-Public (PQP) district zoning on the property at 1401 Howell Branch Road and more particularly identified with Orange County Parcel ID# 29-21-30-0000-00-031 as recorded in the Public Records of Orange County, Florida.

SECTION 2. This Ordinance shall become effective immediately upon the effectiveness of the companion ordinance amending the City of Winter Park Comprehensive Plan to designate the property described in Section 1 of this Ordinance with the Commercial future land use.

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

Attest:

Mayor Sheila DeCiccio

Rene Cranis, City Clerk