



Planning & Zoning Board Regular Meeting

Agenda

July 2, 2024 @ 6:00 PM

City Hall Commission Chambers
401 S. Park Avenue

welcome

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please note

Times are projected and subject to change.

1. Call to Order**2. Consent Agenda**

- a. Approve the minutes of June 11, 2024. 1 minute

3. Public Comments (for items not on the agenda): Three minutes allowed for each speaker**4. Public Hearings (Public participation and comment on these matters must be in person.)**

- a. CU #24-08. Request of Rollins College for Conditional Use and Special Permit approval to build a 45,842 square foot Rollins Faculty & Staff housing building of 30 units that is a combination of two and three stories. **Applicant has requested to table this item until the August 6, 2024 meeting agenda.** 45 minutes
- b. SUB #24-02. Request of William Keegan for subdivision approval to split the properties at 1760 and 1780 Bryan Avenue into three single-family lots, zoned R-1A. Each proposed lot would have 66.8 feet of lot width and 8,466 square feet of lot area in lieu of the 75 feet of lot width and 8,500 square feet of lot area required by R-1A zoning. 10 minutes
- c. ZTA #24-05 Request of the City of Winter Park to: 20 minutes
- Amend Article V, Divisions 6 and 8 of Chapter 58 of the Land Development Code concerning tree preservation and protection and landscape regulations; providing urban forestry, tree, and landscape regulations, requirements, permit and mitigation procedures, and setting forth related fees and penalties; clarifying and amending the authority of the urban forestry division and other city departments; providing supplemental compliance methods ensuring observance of tree and landscape regulation, replacement, mitigation, maintenance, and best pruning and planting practices.
- d. CPA #24-04/RZ #24-04 Request of City of Winter Park for: 5 minutes
- 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 Institutional Future Land Use designation on the former Winter Park Library property at 460 E. New England Avenue to

- a Commercial Future Land Use designation.
- 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 the existing Multi-family (high density R-4) District zoning to Commercial (C-3) District zoning on the former Winter Park Library property at 460 E. New England Avenue.

5. Action Items**6. Non-Action Items****7. Staff Updates****8. Board Comments****9. Upcoming Agenda Items****10. Adjournment**



Planning & Zoning Board

agenda item 2.a

item type

Consent Agenda

meeting date

July 2, 2024

prepared by

Mary Bush, Administrative Coordinator III

approved by**subject**

Approve the minutes of June 11, 2024.

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

1. Draft Planning & Zoning Board Regular Meeting Minutes



Planning & Zoning Board Regular Meeting Minutes

June 11, 2024 at 6:00 PM

City Hall Commission Chambers
401 S. Park Avenue

Present

David Bornstein, Jason Johnson, Bill Segal, Jim Fitch, Alex Stringfellow, Warren Lindsey, Michael Spencer

Absent

None

Staff Present

City Attorney Dan Langley, Director of Planning and Zoning Allison McGillis, Planning Consultant Jeff Briggs, Senior Planner/Zoning Official John Harbilas, Planner II Nicholas Lewis, Planner I Corinna Lundgren, Administrative Coordinator Mary Bush

1. Call to Order

Chairman David Bornstein called the meeting to order at 6:00 p.m.

2. Selection of Chair and Vice Chair

Motion made by Michael Spencer, seconded by Alex Stringfellow, to nominate David Bornstein as Chair of the Board. Mr. Bornstein accepted the nomination.

By a roll call vote, the motion carried 5-2.

Motion made by Alex Stringfellow, seconded by Warren Lindsey, to nominate Michael Spencer as Vice-Chair of the Board. Mr. Spencer accepted the nomination.

By a roll call vote, the motion carried 4-3.

3. Consent Agenda

- a. Approve the minutes of May 7, 2024.

Motion made by Warren Lindsey, seconded by Alex Stringfellow, to approve the May 7, 2024 meeting minutes.

The motion carried unanimously by a 7-0 vote.

4. Public Comments (for items not on the agenda): Three minutes allowed for each speaker

No one from the public wished to speak. The public hearing was closed.

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

- a. SPR #24-08. Request of Charles Clayton Construction for approval to construct a new, two-story, 17,435 square-foot, single-family home located at 1190 N. Park Avenue on Lake Maitland, zoned R-1AAA.

Mr. Lewis provided a summary of the item. He noted that both the floor-area-ratio and the impervious lot coverage met code, all setback requirements were being met, no variances were being requested, and the existing structure had been demolished. He then reviewed the applicant's site plan and noted that no specimen trees were being removed, multiple swales were proposed for the property meeting the retention requirements, and the views from the lake and the views from the neighbors would not be infringed upon. He indicated that the applicant was proposing a sports court in the northwestern corner of the property but was not proposing any fence or wall component for it at that time.

Staff recommendation was for approval with the following condition:

- That any future wall or fence around the proposed sports court be limited to six feet in height.

The Board inquired about any neighborhood comments received regarding the request, and if any lighting would be addressed for the sports court.

The applicant, Charlie Clayton at 940 Old England Avenue, Winter Park, FL 32789 addressed the Board and indicated that there had been a lot of back and forth communication with staff regarding the design of the project to meet the code requirements.

No one from the public wished to speak. The public hearing was closed.

Motion made by Warren Lindsey, seconded by Jason Johnson, for approval to construct a new, two-story, 17,435 square-foot, single-family home located at 1190 N. Park Avenue on Lake Maitland, zoned R-1AAA, with the following condition:

- That any future wall or fence around the proposed sports court be

limited to six feet in height.

The motion carried unanimously by a 7-0 vote.

- b. SPR #24-09. Request of Z Properties for approval to construct a 1,375 square-foot addition to the existing single-family home located at 1290 N. Park Avenue on Lake Maitland, zoned R-1AAA.

Mr. Lewis provided a summary of the item. He briefly discussed the Comprehensive Plan policy regarding preservation of lakefront estates. He noted that the applicant had obtained approval for historic designation of the property and a variance for splitting the lot. He also noted that the floor-area-ratio, impervious lot coverage, and the lakefront setback all met code requirements. He indicated that the applicant was proposing two additions to the lakefront home; a detached office space and guest suite and an attached two-car garage. He also indicated that the Board needed to re-approve the variances for the additions that had been approved at a previous hearing for the lot split. Mr. Lewis then noted that no specimen trees were being removed, multiple swales were proposed for the property meeting the retention requirements, and the views from the lake and the views from the neighbors would not be infringed upon. He then reviewed the proposed elevations for the additions and noted that the architecture would match that of the existing historically designated lakefront home.

Staff recommendation was for approval with the following conditions:

- That the proposed additions be approved for architectural integrity matching that of the existing historic structure by the Historic Preservation Board.
- That an additional 15 feet of bamboo be installed along the eastern lot line towards the lakefront.

The Board inquired about any proposed tree removals and the reason for the extra feet of bamboo screening condition.

The applicant, Zane Willams at 1333 Alberta Avenue, Winter Park, FL 32789 addressed the Board and indicated that he was available for any questions.

No one from the public wished to speak. The public hearing was closed.

Motion made by Jason Johnson, seconded by Bill Segal, for approval to construct a new, 1,375 square-foot addition to the existing single-family home located at 1290 N. Park Avenue on Lake Maitland, zoned R-1AAA, with the following conditions:

- That the proposed additions be approved for architectural integrity matching

that of the existing historic structure by the Historic Preservation Board.

The motion failed by a 3-4 vote. (In Favor: Bill Segal, Jason Johnson, and Michael Spencer. Opposed: Jim Fitch, Warren Lindsey, Alex Stringfellow, and David Bornstein.)

Motion made by Warren Lindsey, seconded by Alex Stringfellow, for approval to construct a new, 1,375 square-foot addition to the existing single-family home located at 1290 N. Park Avenue on Lake Maitland, zoned R-1AAA, with the following conditions:

- **That the proposed additions be approved for architectural integrity matching that of the existing historic structure by the Historic Preservation Board.**
- **That an additional 15 feet of bamboo be installed along the eastern lot line towards the lakefront.**

The motion carried unanimously by a 7-0 vote.

- c. CU #24-08. Request of Rollins College for Conditional Use and Special Permit approval to build a 45,842 square foot Rollins Faculty & Staff housing building of 30 units that is a combination of two and three stories.

Mr. Briggs provided a summary of the item. He noted that the property is mostly vacant except for the existing Dan Hunter apartments. He then briefly discussed the applicant's previous plans and noted that the applicant was currently presenting two new plan options to the Board. He then reviewed both site plans. He noted that site plan Option #2 included a pocket park on the corner of Virginia and Welbourne Avenues. He then discussed the proposed elevations for the project, noting the Mediterranean architectural styling, and the differentiation in height along the building and its varied roof elements, including a two-story portion of the building. Mr. Briggs went on to discuss the City's code requirements for unit density. He noted that the applicant was asking for four of the non-conforming units of the Dan Hunter apartments to be added to the density of the project by City Commission approval of a "special permit". He also noted that the project was significantly smaller in floor-area-ratio density than what is entitled by the City's R-3 zoning. He went on to discuss the project's parking allocations and why 58 parking spaces were being proposed for the 30 units of the project instead of the 75 parking spaces required by code.

Staff recommendation was for approval of site plan Option #2 with the following conditions:

- Rollins shall provide a 5-foot easement along the West Welbourne Ave for City to install on-street parking and street trees in bump-outs

- Approval shall prohibit undergrad and grad housing and no classroom instruction space
- Property to remain subject to ad valorem taxes unless otherwise permitted by FL statutes
- Landscape plan approved by city staff with no drainage swales along the Welbourne Avenue frontage to inhibit the landscape design
- Construction plans to indicate laydown area during construction
- Lease of units by Rollins College shall be a minimum of 6 months; only plants and patio furniture on patios and balconies
- Solar on roof (specs TBD)
- Rollins and City to coordinate on undergrounding of powerlines

The Board inquired about the following:

- the number of units and parking spaces allowed per code,
- the applicant's removal of the community benefit agreement condition to maintain the property as faculty and staff housing,
- the number of parking spaces proposed for the parking on Welbourne Avenue,
- creating a condition to require a pilot program if the applicant applied for a waiver of ad valorem taxes,
- the process of ensuring the designs and elevations presented to the Board are what is built,
- whether staff had any information on the parking ratios for the project,
- how the special permit request is evaluated,
- where the restriction of the applicant to no less than six-month leases for the units would be documented,
- if all of the lots fronting Welbourne Avenue needed to adhere to the code's two and a half story requirement,
- if there had been any pilot programs done for any other project in the City,
- how the additional Welbourne Avenue parking and construction costs would be paid,
- the applicant's Exhibit B - Agreement of Transferee document,
- if it would be permissible through the conditional use to increase density above the existing density regardless of the settlement agreement,
- and if there had been a recent community meeting conducted by the applicant.

Discussion ensued regarding the applicant's Exhibit B - Agreement of Transferee document. City Attorney Langley clarified that the document had been delivered to the City recently and was from Holt Properties, LLC and Rollins College and executed by the Vice President of Rollins College. Discussion then ensued about the date of the document, who owned the property at the time the Agreement of Transferee was executed, and how New England Partners who previously owned the property would be

able to assign their rights and obligations under the agreement without an assignment document.

The applicant's attorney, Becky Wilson at 215 N. Eola Drive, Orlando, FL 32801 addressed the Board. Attorney Wilson discussed the background of the Agreement of Transferee, what properties were subject to the agreement, and who signed the agreement. She also discussed the total number of units that were being proposed for the project and why they were being proposed.

The applicant's developer, Alan Ginsburg at 300 S. Interlachen Avenue, Winter Park, FL 32789 addressed the Board. He provided some background on the project and explained why the college wanted to complete it. He noted that the college wanted to build high quality and attainable housing in which the rent would be subsidized by the college. He also spoke about the college's intent regarding a community benefit agreement and how the project would benefit the community, as well as the college's intent regarding ad valorem taxes.

The applicant's architect, Rob Schaeffer at 726 Andover Circle, Winter Springs, FL 32708 addressed the Board. He noted that he was asked by the applicant to make the proposed building look nice and more aesthetically appealing to the community. He indicated that part of his strategy to accomplish the request was to push certain parts of the building back, add landscape pockets in between the various segments of the building, and add unique elements throughout the building. He then discussed the architectural details of the building and the revisions that were made.

The Board inquired about the following:

- how the materials for the building were selected,
- the function of the grass parking on the site plan options,
- what units would the architect suggest be eliminated if the project needed to be reduced to 26 units,
- what percent of the parking is included in the stormwater retention system,
- if the college was willing to sign a community benefit agreement,
- if the college was willing to pay toward police and fire services under a pilot program
- and what impact fees the applicant would be subject to.

The Board heard public comment from the following residents:

Mark Butner of 325 W. Welbourne Avenue, Winter Park, FL 32789; Robert Higgins of 190 S. Virginia Avenue, Winter Park, FL 32789; Beth Hall of 516 Sylvan Drive, Winter Park, FL 32789; Michael Dick of 100 S. Virginia Avenue, Winter Park, FL 32789; Gigi Papa of 1440 Hibiscus Avenue, Winter Park, FL 32789; and Jim Constantine of 430 W.

New England Avenue, Winter Park, FL 32789.

Jill Butner of 325 W. Welbourne Avenue, Winter Park, FL 32789 ceded her time to Mark Butner.

No one else from the public wished to speak. The public hearing was closed.

Attorney Wilson addressed the Board and noted that Rollins College currently has 28 units on a portion of the property and 14 of the units are on New England Avenue and the other 14 units are part of the project. She added that the applicant wanted to tear down the 14 units within the project area and rebuild. She also noted that the college was willing to re-add a community benefit agreement to the application.

Mr. Ginsburg addressed the Board and indicated that the applicant was willing to agree to a 30-year community benefit agreement restricting the use of the building for faculty and staff housing only, and to commit to the presented architectural design of the building.

The Board shared their thoughts on the project. Discussion ensued regarding the date of the Agreement of Transferee, concerns regarding whether the project complies with the code, the validity and the enforceability of the settlement agreement, what community benefits the project would provide, requiring the applicant to pay some share of a city tax that represents police and fire services, and tabling the item.

Motion made by Warren Lindsey, seconded by Jim Fitch, to table the item to the July 2, 2024 Planning & Zoning Board meeting to allow the applicant to conduct another community meeting, the City attorney to create a draft of a pilot program, and the applicant to come back with a new community benefit agreement.

The motion carried by a 4-3 vote. (In Favor: Warren Lindsey, Jim Fitch, Bill Segal, and Jason Johnson. Opposed: Alex Stringfellow, David Bornstein, and Michael Spencer.)

- d. CU #24-06. 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.

Mr. Briggs provided a summary of the item. He noted that there is a live oak tree at the corner of Lakemont and Aloma Avenues and one by the residential property line that

would be preserved. He added that the applicant would receive credit for the parking spaces that would not be feasible to create in order to preserve the trees. He then briefly discussed the parking requirement for the property under its intended medical use. He went on to discuss the architectural details of the project, access to the property and how it would affect traffic to and from the adjacent streets, the portion of the property that would be used for right-of-way dedications along Lakemont Avenue to create a double left lane, the applicant's proposed landscape and photometric plans, and the applicant's proposed underground stormwater retention plan.

Staff recommendation was for approval with the following conditions:

- 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.
- That the right-of-way dedications described above be made prior to certificate of occupancy for the building and that in the interim until the road is widened, the applicant landscape such areas.
- That the property owner will grant to the City, a cross-access easement, to ensure cross access to adjacent properties is available for future redevelopment to the west.
- 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.

The Board inquired about the possibility of left turns onto Lakemont Avenue from the property, the zoning of lot #25, if any of the neighbors had suggested making any of the adjacent streets one way to reduce cut through traffic, and if there would be single or multiple tenants for the project's building.

The applicant, Mitch Collins at 801 E. South Street, Orlando, FL 32801 addressed the Board and indicated that he was available to answer any questions.

The Board inquired about who would be the tenant of the building. A brief discussion then ensued with the potential tenant, Javier Miller of 1555 Glencoe Road, Winter Park, FL 32789, about the intended hours of operation.

The Board heard public comment from the following residents:

Beth Hall of 516 Sylvan Drive, Winter Park, FL 32789; Laura Laboda of 1765 Edwin Boulevard, Winter Park, FL 32789; and Barry Laboda of 1765 Edwin Boulevard, Winter Park, FL 32789.

No one else from the public wished to speak. The public hearing was closed.

Mr. Collins addressed the Board and spoke about access to the property at the corner of Lakemont and Aloma Avenues, and the general height of the building and the height of the tower features of the project.

A brief discussion ensued regarding the maximum allowed height of buildings and parapets, if the project's square footage adhered to code, the distance from the rear of the building to the rear property line, concerns regarding the cross access easement, the possibility of including as a condition for right turns only out of the Lakemont Avenue exit from the property during the peak hours, the number of trips generated by the use of the project regarding traffic, and if the applicant's proposed dumpster location was the best option available.

Motion made by Alex Stringfellow, seconded by Michael Spencer, 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-1) and Parking Lot (PL) districts, with the following conditions:

- **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.**
- **That the right-of-way dedications described above be made prior to certificate of occupancy for the building and that in the interim until the road is widened, the applicant landscape such areas.**
- **That the property owner will grant to the City, a cross-access easement, to ensure cross access to adjacent properties is available for future redevelopment to the west.**
- **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.**

The motion carried unanimously by a 7-0 vote.

- e. ZTA #24-03. Request of the City of Winter Park for an Ordinance establishing Chapter 58, "Land Development Code", Article III, "Zoning" Section 58-97 "Community Engagement".

Mrs. McGillis provided a summary of the item. She reviewed the details of the proposed ordinance. She briefly discussed who would be subject to the ordinance, the notice and

location requirements, the required evidence of the meeting, and the requirements addressing the feedback from the meeting.

Staff recommendation was for approval.

The Board inquired about the required meeting report being included in the agenda packet for the subsequent public hearing.

No one from the public wished to speak. The public hearing was closed.

Motion made by Jason Johnson, seconded by Michael Spencer, for approval of an Ordinance establishing Chapter 58, "Land Development Code", Article III, "Zoning" Section 58-97 "Community Engagement".

The motion carried unanimously by a 7-0 vote.

f. CPA #24-02/RZ #24-02. Request of City of Winter Park for:

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

Mrs. McGillis provided a summary of the item. She noted that the property was previously owned by the Florida Department of Transportation and was planned to be used for a fire training facility and potentially a fire station for the City of Winter Park.

Staff recommendation was for approval.

No one from the public wished to speak. The public hearing was closed.

Motion made by Jason Johnson, seconded by Michael Spencer, for approval of 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 on the property at located at 655 N. Wymore Road; and 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.

The motion carried unanimously by a 7-0 vote.

g. CPA #24-03/RZ #24-03 Request of City of Winter Park for:

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

Mrs. McGillis provided a summary of the item. She noted that the property was an old veterinary building that the City had acquired and would potentially be the future location of the City's Building and Permitting Services department.

Staff recommendation was for approval.

No one from the public wished to speak. The public hearing was closed.

Motion made by Warren Lindsey, seconded by Michael Spencer, for approval of 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 on the property at located at 1401 Howell Branch Road, and 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.

The motion carried unanimously by a 7-0 vote.

6. Action Items

7. Non-Action Items

8. Staff Updates

Mrs. McGillis encouraged the Board to attend the City's upcoming Board Orientation

scheduled for June 13, 2024.

9. Board Comments

A brief discussion ensued regarding video capability for the Planning & Zoning Board work sessions.

10. Upcoming Agenda Items

11. Adjournment

The meeting adjourned at 9:49 p.m.

ATTEST:

/s/ Mary Bush, Board Secretary



Planning & Zoning Board

agenda item 4.a

item type

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

meeting date

July 2, 2024

prepared by

Jeffrey Briggs

approved by

Allison McGillis, Director of Planning and Zoning

subject

CU #24-08. Request of Rollins College for Conditional Use and Special Permit approval to build a 45,842 square foot Rollins Faculty & Staff housing building of 30 units that is a combination of two and three stories. **Applicant has requested to table this item until the August 6, 2024 meeting agenda.**

motion | recommendation

Staff recommendation is for approval of site plan Option 2 with the Community Benefit Agreement which includes the conditions outlined below:

1. Rollins shall provide a 5-foot easement along the West Welbourne Ave for City to install on-street parking and street trees in bump-outs
2. Approval shall prohibit undergrad and grad housing and no classroom instruction space
3. Property to remain subject to ad valorem taxes unless otherwise permitted by FL statutes
4. A landscape plan approved by city staff with no drainage swales along the Welbourne Avenue frontage to inhibit the landscape design
5. Construction plans indicate areas of a laydown area during construction
6. Lease of units by Rollins College shall be a minimum of 6 months; only plants and patio furniture on patios and balconies
7. Solar on roof (specs TBD)
8. Rollins and City to coordinate undergrounding of powerlines.
9. Rollins to commit to use exclusively as faculty and staff housing for 30 years.

background

This is a continuation of the Conditional Use request that was tabled by the Planning and Zoning Board at the June 4th meeting. In the motion to Table, there was a direction to hold a Community Meeting, which was held on Monday, June 24th. In the motion to Table, there was a direction to return with the draft of a Community Benefit Agreement that incorporated

the eight conditions of approval suggested by staff and agreed to by the College and also to include a commitment that the Project would be used exclusively as faculty and staff housing for a period of 30 years. That has been done and is attached. In the motion to Table, there was also a direction to return with a 'payment in lieu of taxes' (pilot) proposal based on the annual operating costs of police and fire services. At the June 4th meeting, Rollins stated that the College was not in agreement on that levy because it is counter to the goal of providing affordable rents.

Under the zoning code provisions for conditional uses, the Planning and Zoning Board may only table a request one time. The P&Z Board then must act on a motion for a recommendation to either approve or deny. The text following repeats what was presented at the previous public hearing with only the section discussing the Community Benefit Agreement updated..

Rollins College is requesting Conditional Use and Special Permit approval to build a 45,842 square foot Rollins Faculty & Staff housing building of 30 units that is a combination of two and three stories on 1.34 acres (58,500 sq. ft.) fronting Welbourne Avenue.

The previous submittals began with a proposal to build an 80,981 square foot, 48-unit faculty and staff housing development that included property fronting on New England Avenue. That proposal was subsequently downsized to 72,933 square feet and 39 units before it was withdrawn for this revised application, which is now close to half of the square footage that the request started with.

The current site includes nine platted lots with frontage on Welbourne Avenue comprising of 58,500 sq. ft. of land that is zoned R-3. The two platted lots on the east end now hold 14 existing apartments referred to as the Dan Hunter apartments (named after the former owner/mayor). There is a Settlement Agreement for the three vacant lots at 316 W. Welbourne Avenue. This arose from a Bert Harris claim by the New England Partners LLC over the adoption of the 2010 Comprehensive Plan.

The Settlement Agreement allows a density of up to 25 units/acre. The entitled density for these properties is outlined below:

4 Regular lots (210 Va. 308/262 Welbourne) of	26,000 sf @ 17/acre	=	10 units
3 Settlement Agreement lots (316 Welbourne) of	19,500 sf @ 25/acre	=	11 units
2 Dan Hunter Apt. lots fronting on Welbourne of	13,000 sf @ 17/acre	=	5 units
			26 units (total)

The unique feature of this site is the 14 small (550 sf) garden apartments built in 1959, Dan Hunter Apartments, on the eastern two lots. Since there are more apartments than the current code would allow, the property is a "non-conforming use", meaning it is now "used" for more units than the zoning code allows. However, the zoning code, provides that the City may allow the demolition and redevelopment of a "non-conforming use" to the existing density, if such use is deemed a community benefit. As a result, the two lots upon which the 14 units of the Dan Hunter apartments are now situated is where the Special Permit portion of this new project is proposed to contain nine (9) new apartments. That is four (4) units more

than the entitlements allow, but can be permitted via the City Commission approval of a “special permit” as outlined in Sec 58-64 (f).

Rollins College has previously provided a project narrative outlining the need for faculty and staff housing for the college. One of the goals of the City Commission and the Chamber of Commerce is to find ways to promote ‘attainable’ housing in the city. The City has been a leader among cities in Florida in promoting ‘attainable’ housing by assisting non-profit partners of the Winter Park Housing Authority, the Hannibal Square Community Land Trust, and Habitat for Humanity with financial support for the creation of such housing.

Zoning Code Compliance

Floor Area Ratio: While this project may have four (4) units more than the entitlements allow, the building size in total square feet does not exceed the 110% floor area ratio (FAR) permitted by the R-3 Zoning. The proposed total building size is 45,842 sq. ft. which is a floor area ratio of 78%. The maximum building size could be up to 64,350 sq. ft. (110% FAR).

Front Setback: The project complies with the Virginia Avenue setback and exceeds the setback requirements along Welbourne Avenue, providing ample space for planting new oak trees and enhancing the street frontage. Most of the building is set back 29 feet, with sections setback 35 feet, exceeding the required 20 feet. Additionally, there are 4.5-foot bump-outs for porches. These variations in setback create a more visually appealing street frontage with ample articulation, resulting in an overall improved project design from what was previously submitted.

Building Heights: The project now features a combination of two and three-story buildings. Within the Central Business District and along the New England Avenue corridor, the Comprehensive Plan and Zoning Code permits three-story structures with flat roofs, as seen to the west on New England Avenue. However, outside these areas, buildings must employ a sloped third-floor roof with dormers to reduce the visual impact, making the structure appear like 2.5 stories.

For this project, lots fronting Welbourne Avenue must adhere to the 2.5-story design requirement. The two-story section at the northwest corner complies with this code. Some sections of the three-story portion use an alternative method to align with the policy’s intent of reducing third-floor massing. These third story sections are set back an additional nine feet beyond the front setback, maintaining a 30-foot height limit with a flat roof and five-foot parapet, thus achieving the policy’s goal of minimizing street-level massing with the additional setback.

Furthermore, sections of the building with a 6:12 roof slope—typical for Mediterranean architecture—are also set back on the third floor, aligning with the theoretical 2.5-story height (a 12:12 or 45-degree angle of sight) to reduce massing. The architect has provided the attached cut sheet to illustrate how this alternate compliance method eliminates three-story vertical walls at the front setback.

The prominent features on the cut sheet are the flat roof sections, which showcase the

setback of the third floor from the balcony below. The blue dashed lines delineate the 6:12 roof slope sections, also illustrating the third-floor setback from the roofline below. Additionally, the green dashed line highlights the section described further below.

The code permits architectural features to extend up to 8 feet above the 35-foot height limit. The design includes a taller central tower element extending to this maximum height which is at the 20-foot setback, but this section of the building is not habitable space and is part of the main entrance to the building. The other sections of the building extending up to this height maximum setback are shown on the cut sheet.

The staff feels that the proposed building height is compatible with the surroundings, especially since the building will face the four-story Douglas Grande building and is adjacent to two- and three-story apartments. None of the surrounding buildings offer any type of third-story relief.

Parking Compliance: The Code requires 2½ spaces per unit (75 spaces) for the 30 apartments. Historically, via Conditional Use approvals for the other apartments on New England Avenue, the City has required 2 spaces per unit, recognizing that on-street parking is available. The College also does not believe that its occupants will need the full number of 2½ spaces per unit.

As was discussed at previous public hearings, there is an opportunity to also create more on-street parking along Welbourne Avenue and to make traffic travel safer on that street section.

The Welbourne Avenue roadway could be expanded to create indented on-street parking (that does not block the travel lanes) with the sidewalk moved 5 feet onto the project property, as well as designing the layout to allow for bump-outs for new street trees. The added separation distance between those oak trees from the new building would allow for a fuller canopy spread. With the Douglas Grande building located about 10 feet from the street curb, the minimally reduced front landscaped yard setback area would not be out of context. Rollins has agreed to provide an easement for this improvement and the City will work with their contractor to have that implemented at the same time as this project is constructed.

Furthermore, during the creation of the Orange Avenue Overlay (OAO) there was comfort among the OAO Steering Committee and the Commission to reduce the parking spaces from 2.5 per unit to a per-bedroom analysis for the OAO – 1.25 spaces for a one-bedroom unit, 2 spaces for a two-bedroom unit, and 2.5 spaces for a three-bedroom unit. This request follows that same methodology by providing a total of 66 spaces on their site plan Option 1, which is an extra eight (8) spaces over this calculation based on the proposed bedroom counts. They have also provided Option 2, which proposes the 58 spaces needed following the bedroom count methodology and provides enough extra space at the northwest corner of the site to provide a pocket park amenity.

Staff believe that Option 2, which provides 58 parking spaces for the 30 units, is sufficient, given that the majority of the units are one- and two-bedrooms. This takes into account the available on-street parking and the additional on-street parking previously discussed. Although Option 2 offers fewer parking spaces than Option 1, it allows for the creation of a pocket park and additional landscaping and tree canopy at the Welbourne/Virginia corner, enhancing the

overall project.

Tree Preservation: There are two trees in the middle of the open field that are in poor condition and not worthy of preservation. There are other camphor and wild weed trees along the eastern property line with the Wells Fargo Bank that will be removed. There is one live oak tree in the courtyard of the existing apartment building that cannot be saved.

Storm Water Retention: A preliminary storm water retention design has been provided to indicate how underground exfiltration chambers will be used under a portion of the parking lot to provide the required retention that satisfies the City and St. Johns Water Management District criteria. The design does not anticipate bringing in any fill (as we have seen in other instances). Overflow from this property is carried by storm pipes ultimately to the large retention pond area behind the Ninth Grade Center, so overflow here does not contribute to drainage issues at MLK Jr. Park.

Conditional Use Criteria: As discussed with previous applications for conditional use approval, there are 12 standards or criteria for approval in Sec. 58-90 that are deemed to be satisfied with any approval. The criteria that is often the basis for discussion is that “the project is compatible with the scale and character of the neighborhood”. This was the catalyst for the architectural design change to the current version versus the more contemporary or modern design styling of the previous submittal. The building also now includes a section that is two-stories at the corner of Welbourne and Virginia. The new proposed architectural style mimics the College’s Mediterranean style and is more compatible with the surroundings.

Implementation of Conditions of Approval: The current submittal includes a Community Benefit Agreement to impose conditions of approval outlined below.

1. Rollins shall provide a 5-foot easement along the West Welbourne Ave for City to install on-street parking and street trees in bump-outs
2. Approval shall prohibit undergrad and grad housing and no classroom instruction space
3. Property to remain subject to ad valorem taxes unless otherwise permitted by FL statutes
4. A landscape plan approved by city staff with no drainage swales along the Welbourne Avenue frontage to inhibit the landscape design
5. Construction plans indicate areas of a laydown area during construction
6. Lease of units by Rollins College shall be a minimum of 6 months; only plants and patio furniture on patios and balconies
7. Solar on roof (specs TBD)
8. Rollins and City to coordinate on undergrounding of powerlines.
9. Rollins to commit to use exclusively as faculty and staff housing for 30 years.

Staff Evaluation and Recommendation: This Rollins Faculty and Staff housing project is important to the College and also the City at-large in providing attainable housing in proximity to their employment. Winter Park’s most successful affordable/attainable housing to-date has been done in conjunction with non-profit partners. This project is well below the maximum

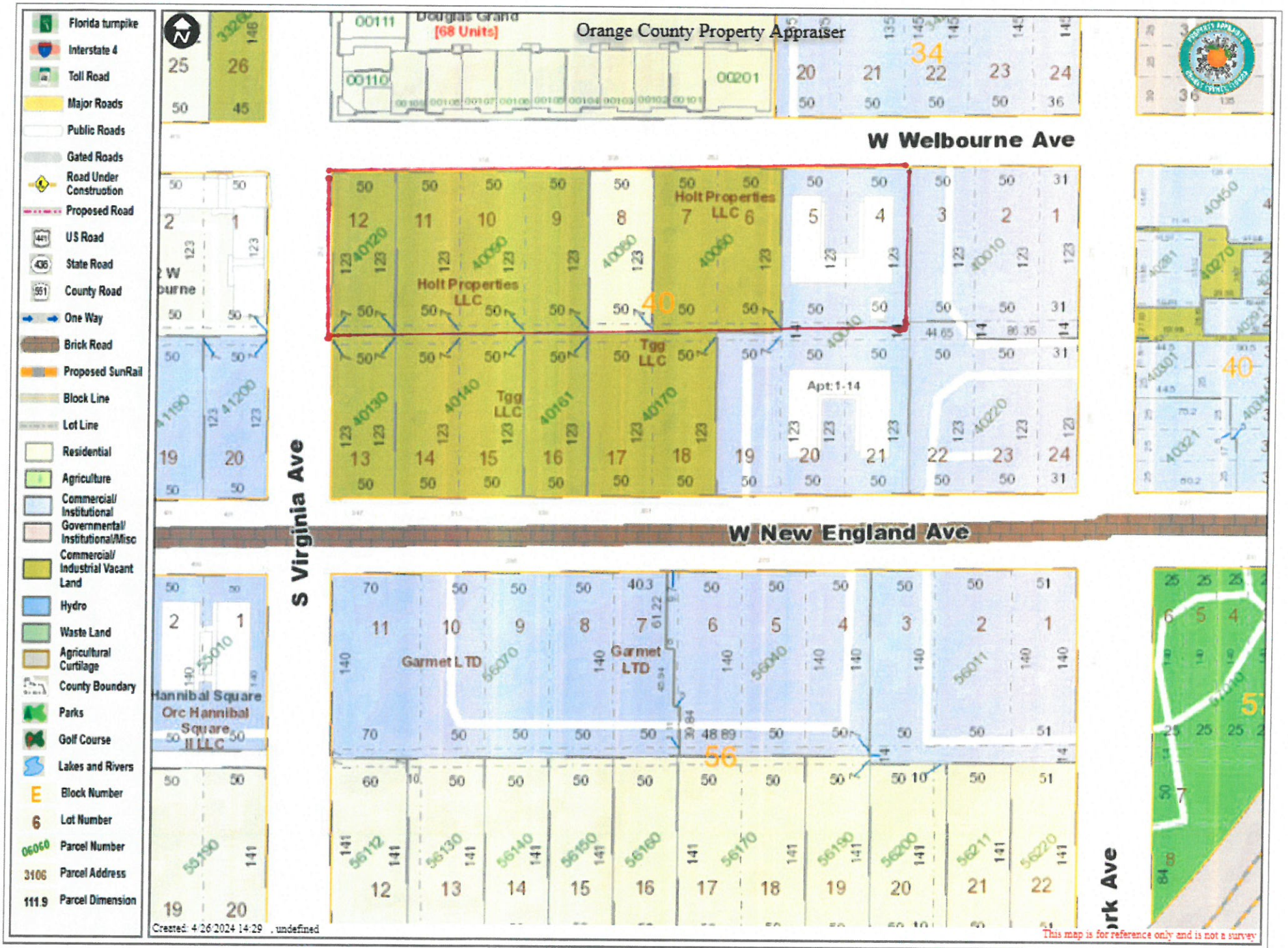
building size (FAR) permitted under the existing zoning and, as such, is significantly smaller than what is allowed in terms of building size. The architectural styling is also greatly improved. . This project will be of benefit to the College and to the benefit of the City. The staff recommendation is for approval of site plan Option 2 (pocket park) with the Community Benefit Agreement to incorporate the conditions of approval outlined above.

alternatives | other considerations

fiscal impact

attachments

1. Map and aerial
2. Faculty and Staff Housing Project Narrative
3. A1.1 SITE PLAN OPT 1
4. A1.1 SITE PLAN OPT 2
5. A3.0 SECTION - CUT SHEET
6. A6.1 ELEVATIONS
7. A1.0a RENDERING
8. Preliminary Drainage Analysis 4-23-2024
9. New England Partners, LLC - Settlement Agreement
10. Agreement of Transferee - Holt Properties
11. Community Benefit Agreement (Rollins College)







STAFF AND FACULTY HOUSING

OCTOBER 2023

Staff and Faculty Housing

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

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

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

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

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

A Strategy that Meets Multiple Needs

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

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

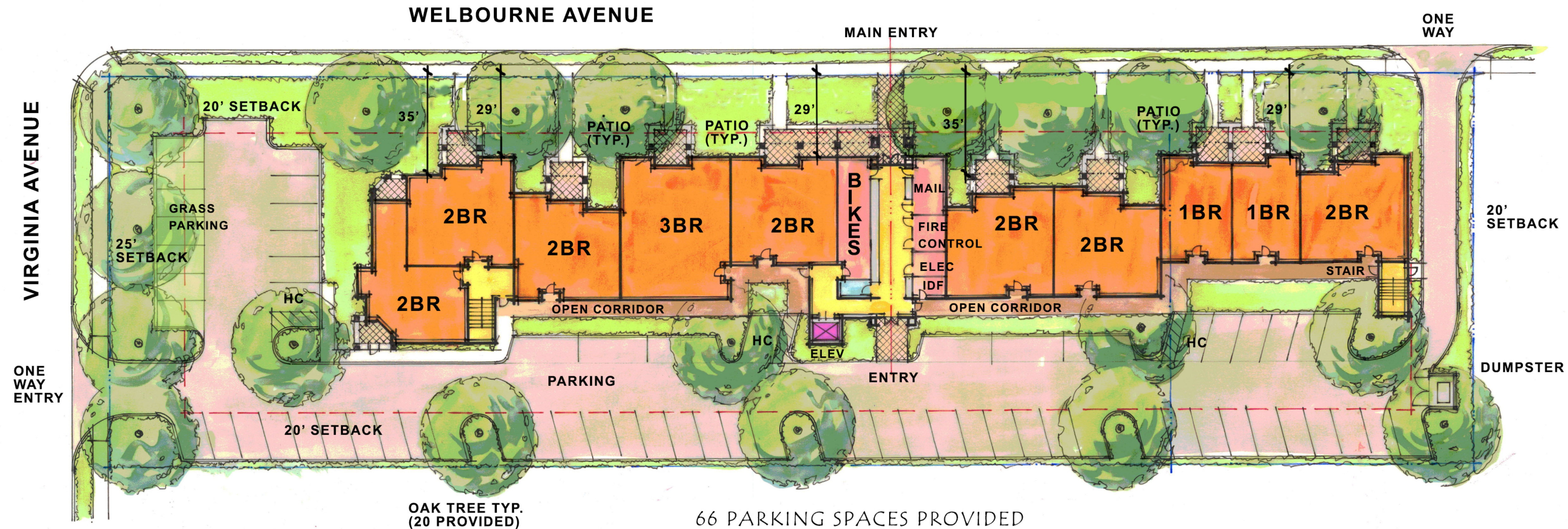
Meeting the Moment

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

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

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

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



SITE PLAN - OPTION ONE

BUILDING SUMMARY

	APTS.	BEDS	UNIT AREA	SUB TOTAL
1 BEDROOM	6	6	904 GSF	5,424 GSF
2 BEDROOM	19	38	1,252 GSF	12,520 GSF
3 BEDROOM	5	15	1,216 GSF	17,024 GSF
TOTAL	30	59	AVG = 1,243 GSF	37,292 GSF

BUILDINGS GROSS AREA

UNITS, APARTMENTS	37,292 GSF
PUBLIC SPACES	1,800 GSF
CORRIDORS/ STAIRS	6,750 GSF
TOTAL	= 45,842 GSF

REVISIONS
PERMIT SET
XX-XX-XX

SLOCUM PLATTS
ARCHITECTS, P.A.

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670 NORTH ORLANDO AVENUE, SUITE 1001 MAITLAND, FL 32751
TEL (407) 645-3019 FAX (407) 645-2771
WWW.SLOCUMPLATTS.COM

SITE PLAN

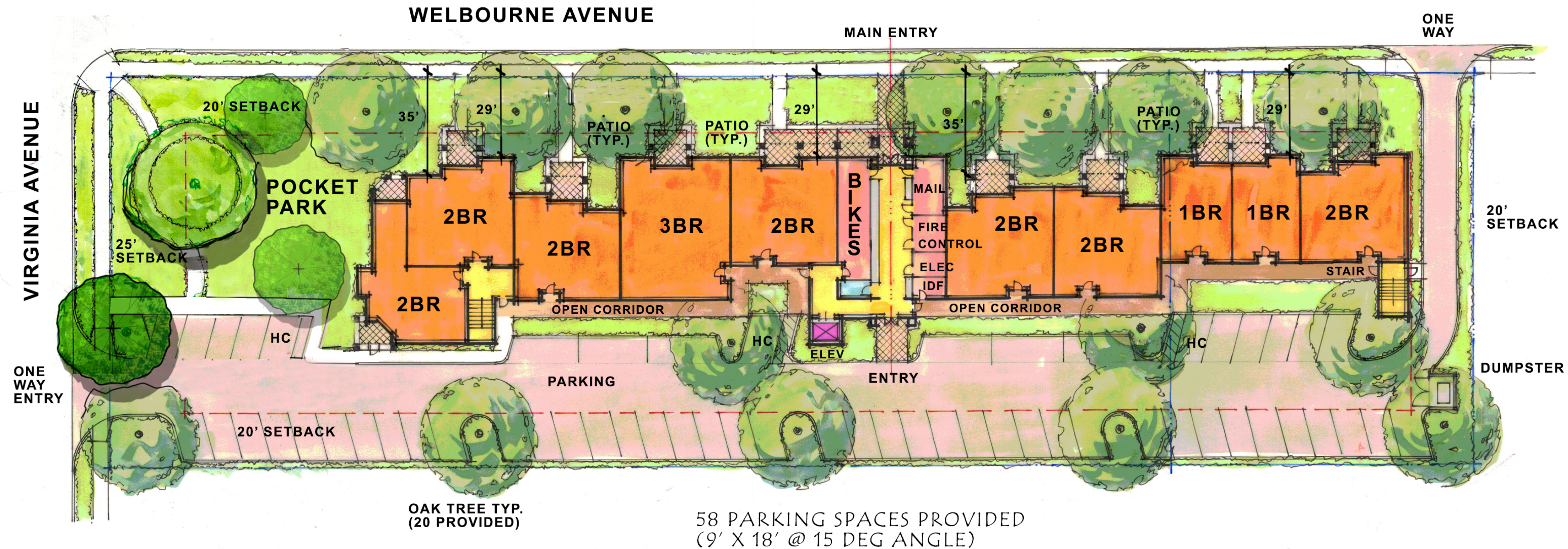
ROLLINS FACULTY
APARTMENTS

FLORIDA

WINTER PARK

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SCALE
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SITE PLAN - OPTION TWO

BUILDING SUMMARY

	APTS.	BEDS	UNIT AREA	SUB TOTAL
1 BEDROOM	6	6	904 GSF	5,424 GSF
2 BEDROOM	19	38	1,252 GSF	12,520 GSF
3 BEDROOM	5	15	1,216 GSF	17,024 GSF
TOTAL	30	59	AVG = 1,243 GSF	37,292 GSF

BUILDINGS GROSS AREA

UNITS, APARTMENTS	37,292 GSF
PUBLIC SPACES	1,800 GSF
CORRIDORS/ STAIRS	6,750 GSF
TOTAL	= 45,842 GSF

REVISIONS
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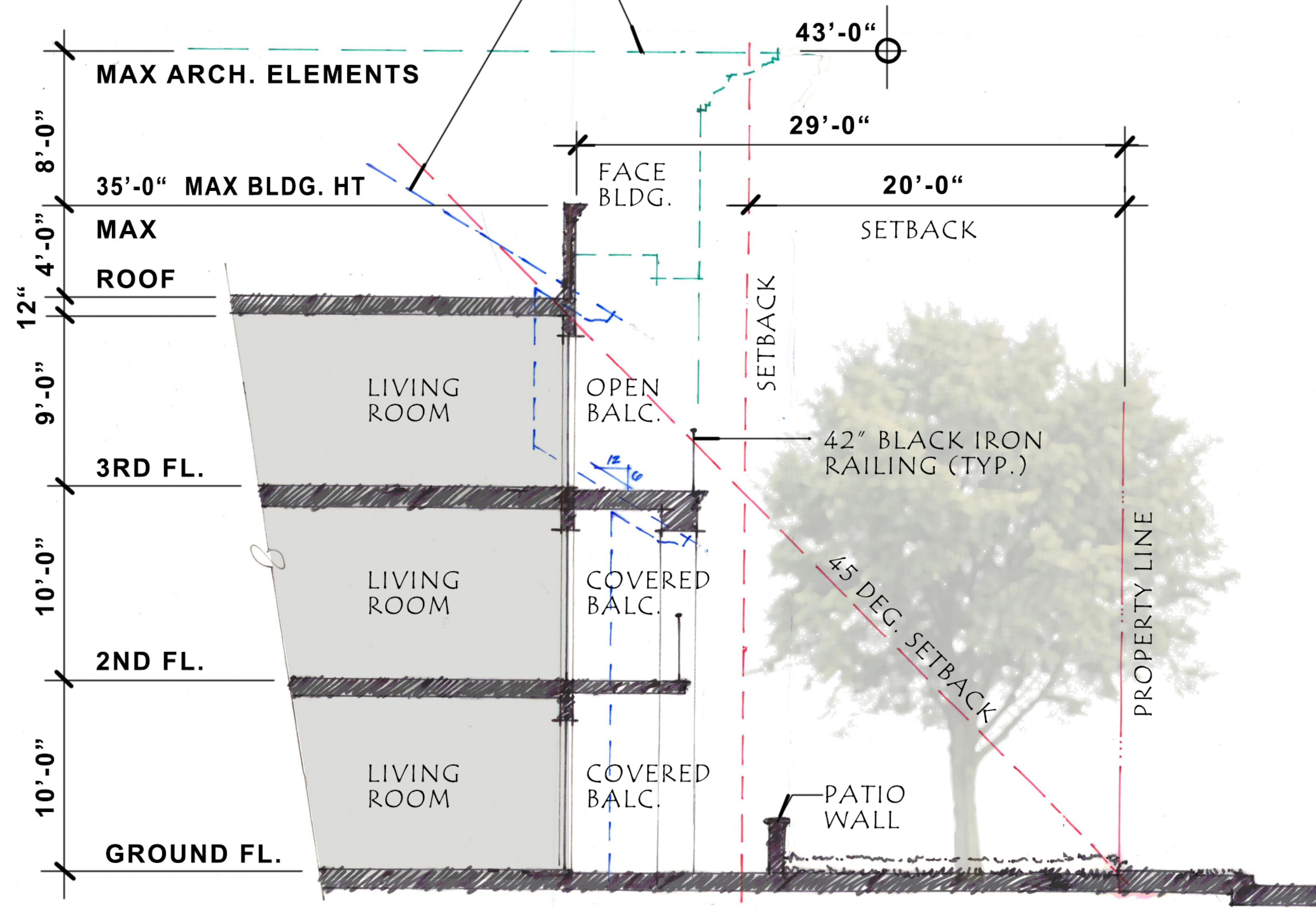
SITE PLAN
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GREEN - TOWER AT MAIN ENTRANCE
ARCHITECTURAL FEATURE

BLUE - CONDITION AT BEDROOM BEYOND



ROLLINS FACULTY HOUSING - SECTION @ THREE BEDROOM

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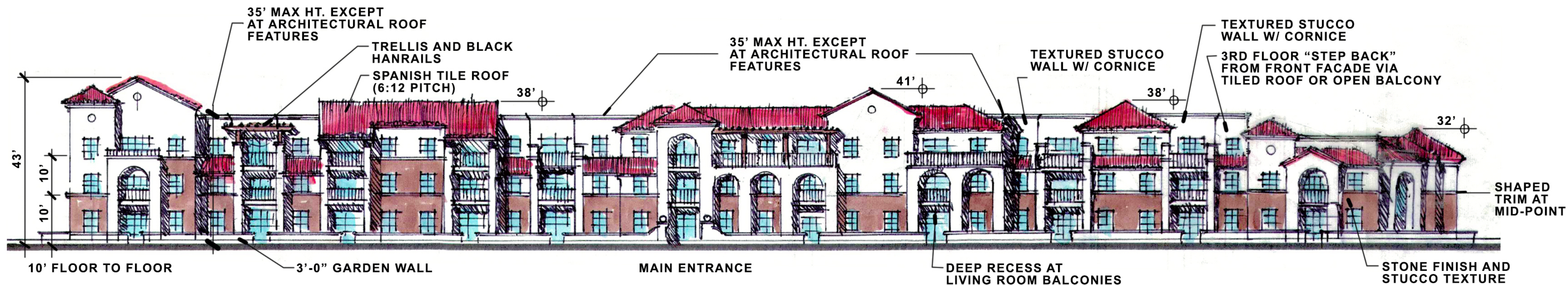
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ROLLINS FACULTY
APARTMENTS

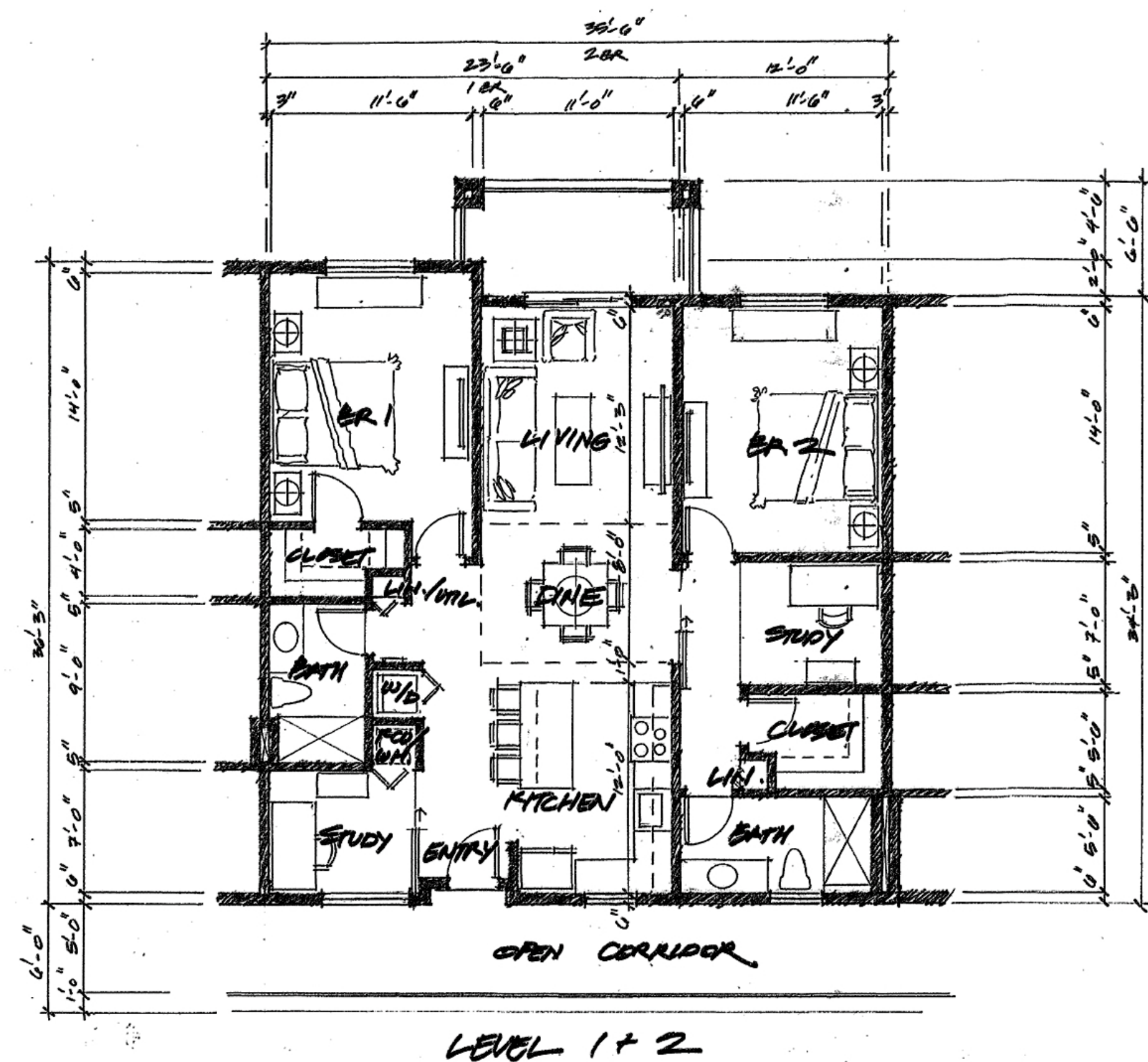
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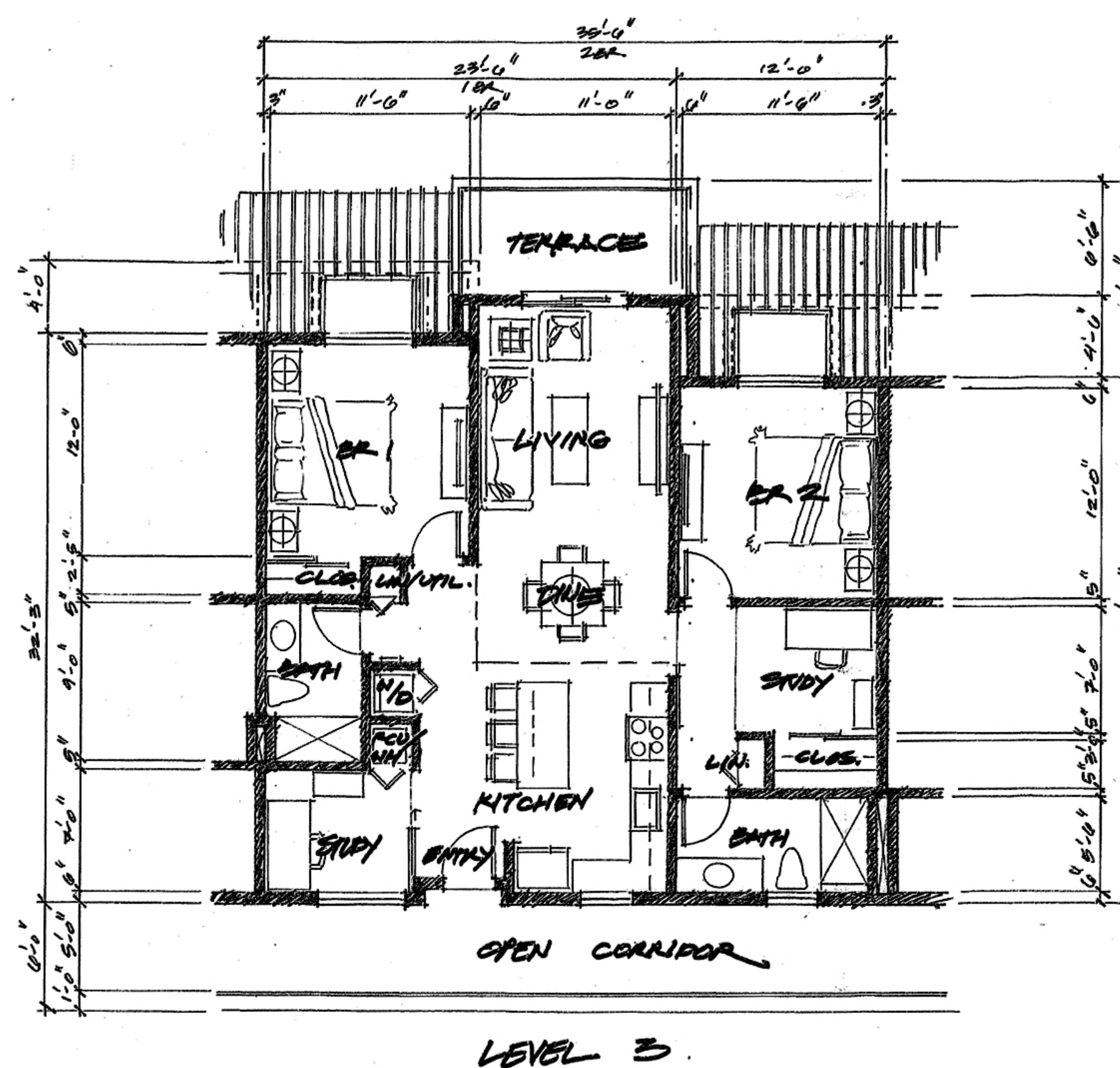
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WELBOURNE AVENUE ELEVATION



A2 - TWO BEDROOM UNIT



A3 - TWO BEDROOM UNIT

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EXTERIOR ELEVATIONS

ROLLINS FACULTY APARTMENTS

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JOB NO.
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SHEET

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VIEW FROM WELBOURNE

REVISIONS	
PERMIT SET	XX-XX-XX



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VIEW FROM WELBOURNE

**ROLLINS FACULTY
APARTMENTS**

FLORIDA
WINTER PARK

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DATE
05-02-2024
SCALE
AS NOTED
JOB NO.
23-013
SHEET
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April 23, 2024

City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

Mr. John Harbilas:

A preliminary drainage analysis has been conducted for the proposed Rollins Faculty Apartments project located at 262 W Welbourne Ave, Winter Park to determine an approximate size for a dry detention stormwater vault storage system. This would be in the form of a stormwater exfiltration vault such as a StormTrap vault system. The vault system would provide the storage necessary for water attenuation and water quality treatment.

The site consists of 1.34 acres with type A soils throughout. The seasonal high groundwater table is assumed to be roughly at an 84' elevation or 8' deep, based on geotechnical borings done on the site. The approximate percent impervious area existing on site is 14.77% with a curve number of 47.7. It is assumed that the entire site drains to an existing storm inlet on the North-West corner of the property along S Virginia Ave. Based on Google Earth elevations, the site ranges from 91' to 93' in elevation with the relative slope draining from East to West.

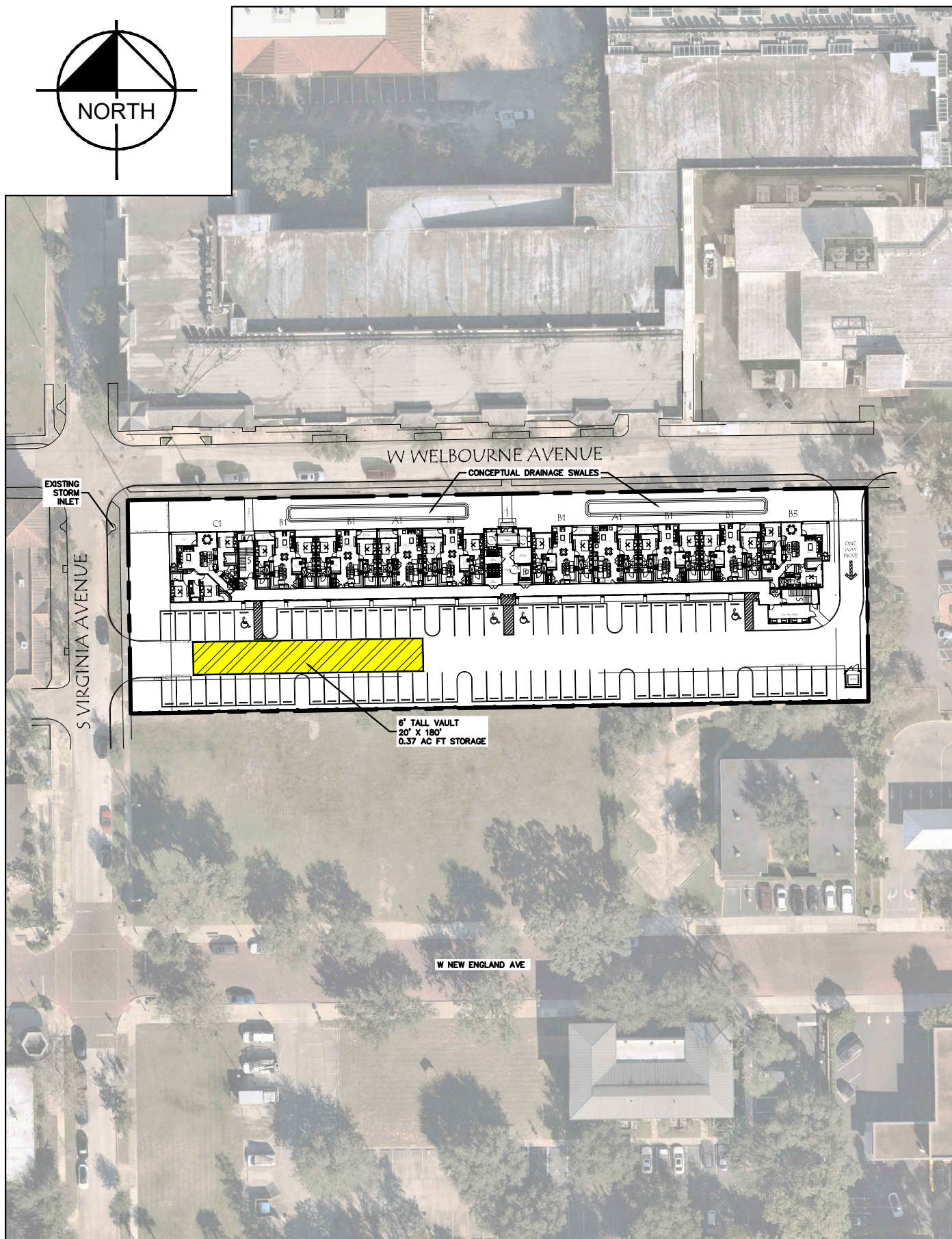
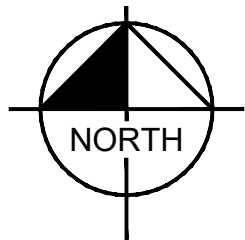
Per the City of Winter Park, Section 58 – Land Development Code, Article V, Division 1 – Stormwater Management, all City of Winter Park underground stormwater systems must meet the following requirements:

1. Two inches of runoff for all contributing impervious area.
2. Bottom of stormwater treatment system shall be constructed a minimum of one foot above the estimated seasonal high ground water elevation.
3. Proposed design shall now allow or permit the grade of the site to be elevated above two feet from the existing grade of the adjoining properties along right-of-ways.

Per the above requirements, a vault storage system has been preliminarily designed to treat and store the additional runoff from the post development. The proposed site has an approximate percent impervious area of 69.88% (or 0.94 Ac) with a curve number of 80.4. A treatment volume size of 0.16 Ac-Ft (0.94 total impervious area x 2") was determined to meet City requirements. The bottom of the vault is set at an elevation of 85' to provide one foot of clearance above the estimated seasonal high water table. In addition to storing the 2" of runoff from the City's requirement, the vault would also need to be sized to discharge equal to or less than the pre-development condition per the St. John's River Water Management District. Therefore, the vault would be sized appropriately to handle the limiting discharge rate. A 0.37 Ac-Ft storage vault size would provide enough storage to limit the discharge rate to match the existing discharge rate conditions for the design storm event defined by the Water Management District. This would be a 6' tall by 180' long by 20' wide concrete vault system that would sit on a rock layer. This all would need to be discussed and approved with the St. John's River Water Management District, but a preliminary analysis has determined that the site can handle the underground vault system and would allow this development to be constructed on this property.

Furthermore, swales around the proposed trees would be implemented along the northern property line to add some above ground dry detention storage in addition to the vault.

Please see **Exhibit A** attached for the approximate size and location of the stormwater vault system.



SCALE	N.T.S.
DESIGNED BY	VNT
DRAWN BY	VNT
CHECKED BY	JRS

Kimley»Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

DATE	04/22/2024
PROJECT NO.	249517000

**ROLLINS FACULTY
APARTMENTS
PRELIMINARY DRAINAGE**

DESIGN ENGINEER:	JEFFREY R. SWISHER
FLORIDA P.E. LICENSE NUMBER:	60275

SHEET NUMBER	EX-A
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If you have any further questions, please do not hesitate to contact our office, or email me at jeff.swisher@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Jeff Swisher".

Jeffrey Swisher, P.E.
Project Manager

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

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Rec Fee \$137 50
Deed Doc Tax \$0 00
DOR Admin Fee \$0 00
Intangible Tax \$0 00
Mortgage Stamp \$0 00
Martha O. Haynie, Comptroller
Orange County, FL
SA - Ret To BROWN GARGANESE WEISS & D
SA

SETTLEMENT AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 **Miscellaneous**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES

Troy Stevens
Printed name Troy Stevens

NEW ENGLAND PARTNERS, LLC
a Florida limited liability company

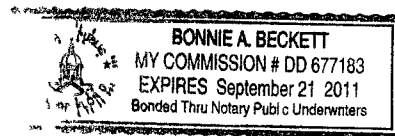
By [Signature]
Printed name ROBERT P HOLD
Title MANAGING MEMBER

[Signature]
Printed name Jean Ferland

STATE OF FLORIDA
COUNTY OF ORANGE

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

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



CITY OF WINTER PARK

Kenneth W. Bradley
Kenneth W Bradley Mayor

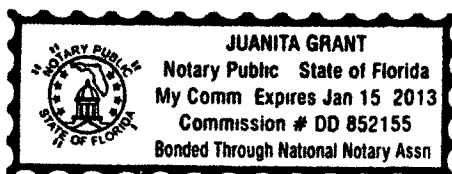
ATTEST

Cynthia Bonham
Cynthia Bonham
City Clerk

Date 2-15-11

STATE OF FLORIDA
COUNTY OF ORANGE

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



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

G:\D ICty fW t P k\La d Development\Legal Challenge to La d D l pme t Code & Comp Plan\Tolling Agr em t W w E gl d Part s\Settlement Agreement 2 10 11 clean d

LEGAL DESCRIPTION

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

EXHIBIT "A"

EXHIBIT B
[Proposed Consent by Transferee]

AGREEMENT OF TRANSFeree

Under this Agreement of Transferee made this _____ day of _____

(Transferee) acknowledges and agrees as follows

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

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

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

(print name)

EXHIBIT B
[Proposed Consent by Transferee]

AGREEMENT OF TRANSFeree

Under this Agreement of Transferee made this 2nd day of May
Holt Properties LLC / Rollins College
(Transferee) acknowledges and agrees as follows

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

2 Transferee acknowledges that New England Partners LLC and the City
of Winter Park have entered into an Settlement Agreement dated as of February 14, 2011
(copy attached) and recorded in O R Book 10178 Page 8948 Public Records of
Orange County Florida which related to the settlement of a Bert Harris claim concerning
the Property Transferee acknowledges having received a copy of said Settlement
Agreement and understands all of the terms provisions conditions and limitations of
that Settlement Agreement

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

Edward A. Kania, Vice President
Edward A Kania
(print name)

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

COMMUNITY BENEFIT AGREEMENT (Rollins College)

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

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

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

WHEREAS, the Subject Property is partially vacant and partially developed as fourteen (14) dwelling units (“Daniel Hunter Apartments”);

WHEREAS, Rollins College desires to redevelop the Subject Property as thirty (30) new dwelling units for Rollins faculty and professional staff;

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

WHEREAS, Rollins College has submitted a request for a Final Conditional Use Permit for approvals to build thirty (30) units;

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

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

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

(a) Rollins College and Holt Properties agree to prohibit the use of the dwelling units as undergraduate or graduate student housing or use for classroom instruction. Persons who are not Rollins College faculty or professional staff will not be permitted to lease dwelling units for a period of at least 30 years from the Effective Date of this Agreement.

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

(c) That a final landscape plan be approved by City staff with no drainage swales along Welbourne Avenue frontage to inhibit the landscape design.

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

(e) No short-term rentals are permitted. Leases for dwelling units shall be a minimum of six (6) months. Each lease shall state that only plants and patio furniture are allowed on patios and balconies.

(f) During the initial construction of the building upon the Subject Property, Rollins College shall include solar energy panels on the roof.

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

(h) The project shall be constructed, operated and maintained upon the Subject Property consistent with the architectural drawings and site plan reviewed and approved by the City Commission on _____, 2024 as part of the conditional use permit and special permit approval process.

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

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

Easement to the City over said area. Such easement will be granted at no charge and without credit against any fee charged pursuant to the City of Winter Park Code of Ordinances.

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

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

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

7. Effective Date. This Agreement shall become effective upon City Commission approval of the Final Conditional Use Permit and the expiration of all appeal periods.

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

As to City: City of Winter Park
Attn: City Manager
401 Park Avenue South
Winter Park, Florida 32789

And a Copy to: Fishback Dominick LLP
Attn: Kurt Ardaman
1947 Lee Road
Winter Park, Florida 32789

As to Rollins and Holt Properties: Rollins College
Attn: Ed Kania
1000 Holt Avenue
Winter Park, Florida 32789

And a Copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Attn: M. Rebecca Wilson
215 N. Eola Drive
Orlando, Florida 32801

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

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

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

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

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

(SIGNATURES ON FOLLOWING PAGES)

WITNESSES:

CITY OF WINTER PARK, FLORIDA, a
Florida municipality

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

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

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

WITNESSES:

ROLLINS COLLEGE, a Florida non-profit corporation

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

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

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

WITNESSES:

HOLT PROPERTIES LLC, a Florida
limited liability company

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

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

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

EXHIBIT “A”



Planning & Zoning Board

agenda item 4.b

item type

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

meeting date

July 2, 2024

prepared by

Nicholas Lewis, Planner II

approved by

Allison McGillis, Director of Planning and Zoning

subject

SUB #24-02. Request of William Keegan for subdivision approval to split the properties at 1760 and 1780 Bryan Avenue into three single-family lots, zoned R-1A. Each proposed lot would have 66.8 feet of lot width and 8,466 square feet of lot area in lieu of the 75 feet of lot width and 8,500 square feet of lot area required by R-1A zoning.

motion | recommendation

Staff recommendation is for approval subject to the following condition:

(1) that the final front elevations of the homes be of varied architectural styles to each other to provide diversity to the neighborhood.

background

The applicant and property owner, William Keegan, is requesting lot split approval to divide the properties at 1760 and 1780 Bryan Avenue into three single-family lots. The property is zoned R-1A. Each proposed lot will have 66.8 feet of lot width and 8,466 square feet of lot area. The property is currently developed with two single-family homes that will be demolished.

During the City's review process of subdivisions and lot split requests, there are two criteria that are reviewed. First is the "Zoning Test" as to conformance with the zoning criteria. The next is the "Subdivision Code Test" which is conformance to the neighborhood character. This request previously received unanimous approval from the Planning and Zoning Board at the February 4th, 2020 meeting. The applicant then pulled the request before being heard by the City Commission and the project was placed on the back-burner due to the COVID-19 pandemic.

Zoning Test

As indicated above, each lot is proposed to be 66.8 feet wide and 8,466 square feet in size. R-1A zoning requires a minimum lot width of 75 feet and a minimum of 8,500 square feet of lot area. Thus, variances are requested from the R-1A lot dimension standards.

Lot Conformance to Subdivision Code Test

There are many neighborhoods in the city that are zoned R-1A and R-1AA, but the existing character may be significantly different from the zoning code minimums. As a result, the practice outlined in the Subdivision Code (attached) is to look at the surrounding neighborhood to compare the standard lot sizes. The Code during the applicant's previous Submittal, dictated that the review area be within a 500-foot radius of the subject property, and limited to those similarly zoned properties. The average lot width was 71.5 feet and the median lot width was 75 feet. In addition, the average lot area was 10,129 square feet and the median lot area was 9,496 square feet.

In light of recent lot split and subdivision applications, staff was tasked with amending the comprehensive plan policies to better reflect the specific character of the street as opposed to the neighborhood. The 2023 comprehensive plan included an amendment to the relevant policy (attached) narrowing the review area to those properties within a 300-foot radius and that are part of the same block. Based on this new test, the application has an average lot width of 67.5 feet and a median lot width of 66.25 feet. Additionally, the average lot area is 8,464.2 square feet and the median lot area is 8,414.5 square feet.

The proposed lot widths are greater than the median lot width and just under the average lot width established by the review area. The proposed lots are also greater in size than both the average and median lot areas.

Impact Upon Neighbors

As it exists now, each of the two existing properties of 12,700 square feet in size can be redeveloped with a new home of a maximum of 5,000 square feet under the applicable maximum floor area ratio (FAR). As three lots of 8,466 square feet each, the maximum size of each home could be 3,386 square feet, respectively, under the applicable maximum 40% FAR. Currently, a total of 10,000 square feet of home structures can be built on the two existing lots. With the proposed split, a total of 10,158 square feet of home structures can be built on the three proposed lots.

The lot split would alter the side setbacks to the two adjacent neighbors. As 100-foot wide lots, the first-floor side setback is 15-feet and as 66.8-foot lots, the new first-floor side setbacks would be 10 feet. The two adjacent homes at 1740 and 1790 Bryan Avenue are 50 feet and 62.5 feet wide, so their respective side setbacks are slightly smaller than what would be allowed in this case.

Applicable Codes

The applicable Comprehensive Plan policy and Subdivision Code section governing lot splits are attached.

Development Plans

The applicant has provided a generalized front elevation for the type of homes that they plan to build, and general site plans for the layout of the proposed new homes. The applicant will comply with the normal single-family development standards including FAR, setbacks, impervious coverage, etc.

Summary

Although the lot split request does not meet the R-1A zoning dimension requirements, no variances outside the lot dimension variances are requested, and the request passes the Comprehensive Plan test. Therefore, staff's recommendation is for approval.

alternatives | other considerations

fiscal impact

attachments

1. Subdivision Policies
2. 1760 & 1780 Bryan Ave - Location Map 1
3. 1760 & 1780 Bryan Ave - Location Map 2
4. 1760 & 1780 Bryan Ave - 2020 Subdivision Test Map
5. 1760 & 1780 Bryan Ave - Original Plat
6. 1760 & 1780 Bryan Ave - Site and Concept Plans
7. 1760 & 1780 Bryan Ave - Neighbor Letters



RELEVANT COMPREHENSIVE PLAN POLICIES:

Policy 1-5.2.8: Subdivision of Land and Lot Splits for Non-Lakefront Single Family & Low Density Multi-Family Property. The City shall consider approving subdivision and lot split applications, which are not lakefront properties and which are not estate lots in areas designated single family, low density or multi-family residential, when the proposed new lots are designed at size and density that meet adopted subdivision regulations. In cases of variance requests for lot dimensions, the City shall not approve such lot dimension variances unless the proposed lot sizes are equal to or exceed the median lot size as established for the properties with the same zoning classifications within 300 feet of the subject property in same block as the subject property. The City Commission in consideration of lot consolidation requests may limit the applicable floor area ratio and approve other limitations on the scale and character of the proposed development as a condition of approval in order to preserve neighborhood scale and character.

ARTICLE VI. - SUBDIVISION AND LOT CONSOLIDATION REGULATIONS

Sec. 58-377. - Conformance to the comprehensive plan.

(a) In the City of Winter Park, as a substantially developed community, the review of lot splits, lot consolidations, plats, replats or subdivisions within developed areas of the city shall insure conformance with the adopted policies of the comprehensive plan as a precedent to the conformance with other technical standards or code requirements.

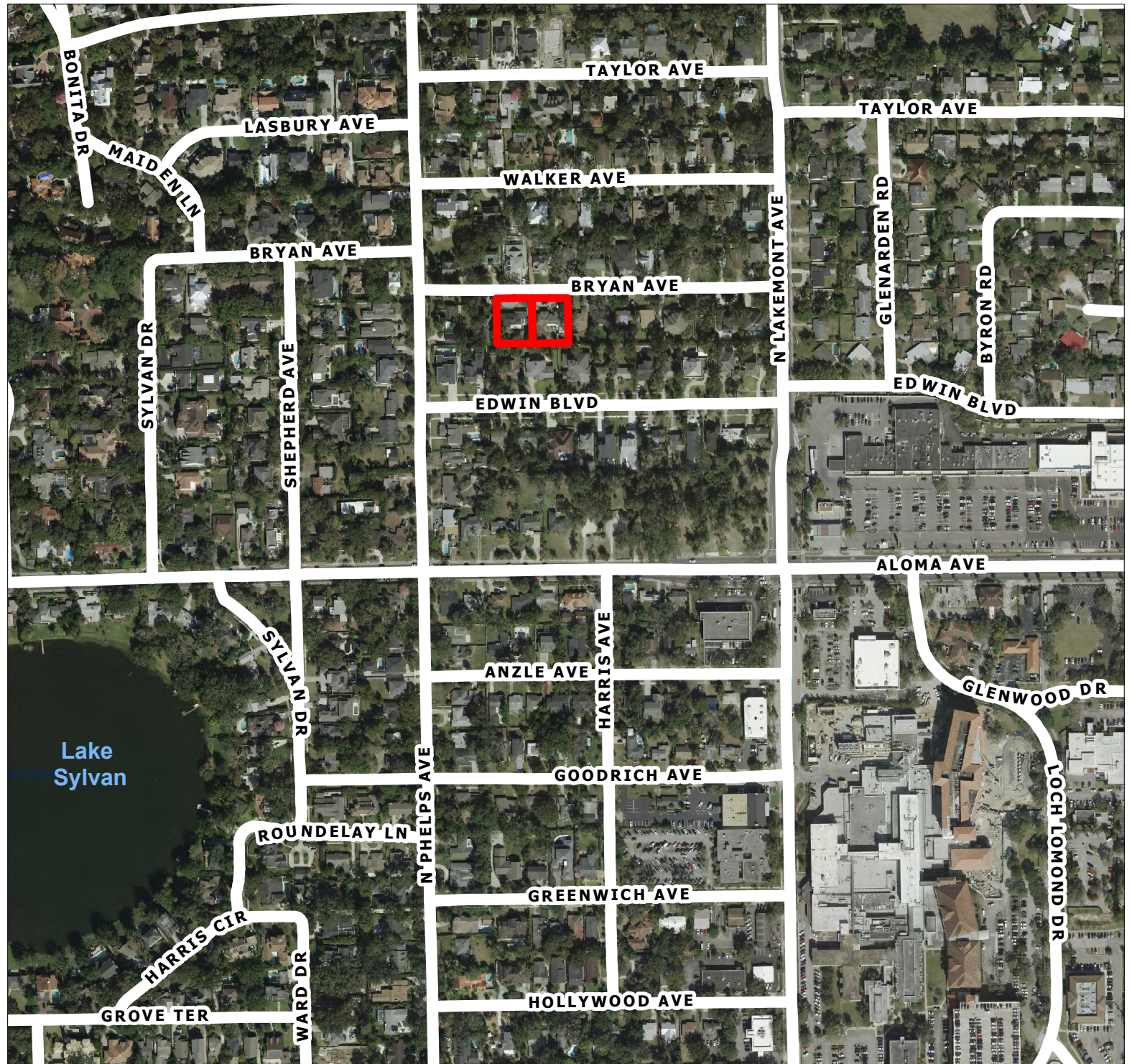
(b) In existing developed areas and neighborhoods, all proposed lots shall conform to the existing area of neighborhood density and layout. The proposed lot sizes, widths, depths, shape, access arrangement, buildable areas and orientation shall conform to the neighborhood standards and existing conditions. This provision is specifically intended to allow the denial or revision by the city of proposed lot splits, lot consolidations, plats, replats or subdivisions when those are not in conformance with the existing neighborhood density or standards, even if the proposed lots meet the minimum technical requirements of the zoning regulations.

(c) In determining the existing area or neighborhood density and standards, for the consideration of lot splits, plats, replats or subdivision of other than estate lots or lakefront lots, the planning and zoning commission and city commission shall consider the frontage and square foot area of home sites and vacant properties with comparable zoning within an area of 500-foot radius from the proposed subdivision.

(d) In order to implement the policies of the comprehensive plan, the city commission may also impose restrictions on the size, scale, and style of proposed building, structures, or other improvements. This provision shall enable the city commission to impose restrictions on the size, height, setback, lot coverage, impervious area or right-of-way access such that proposed building and other improvements match the dimension and character of the surrounding area or neighborhood.

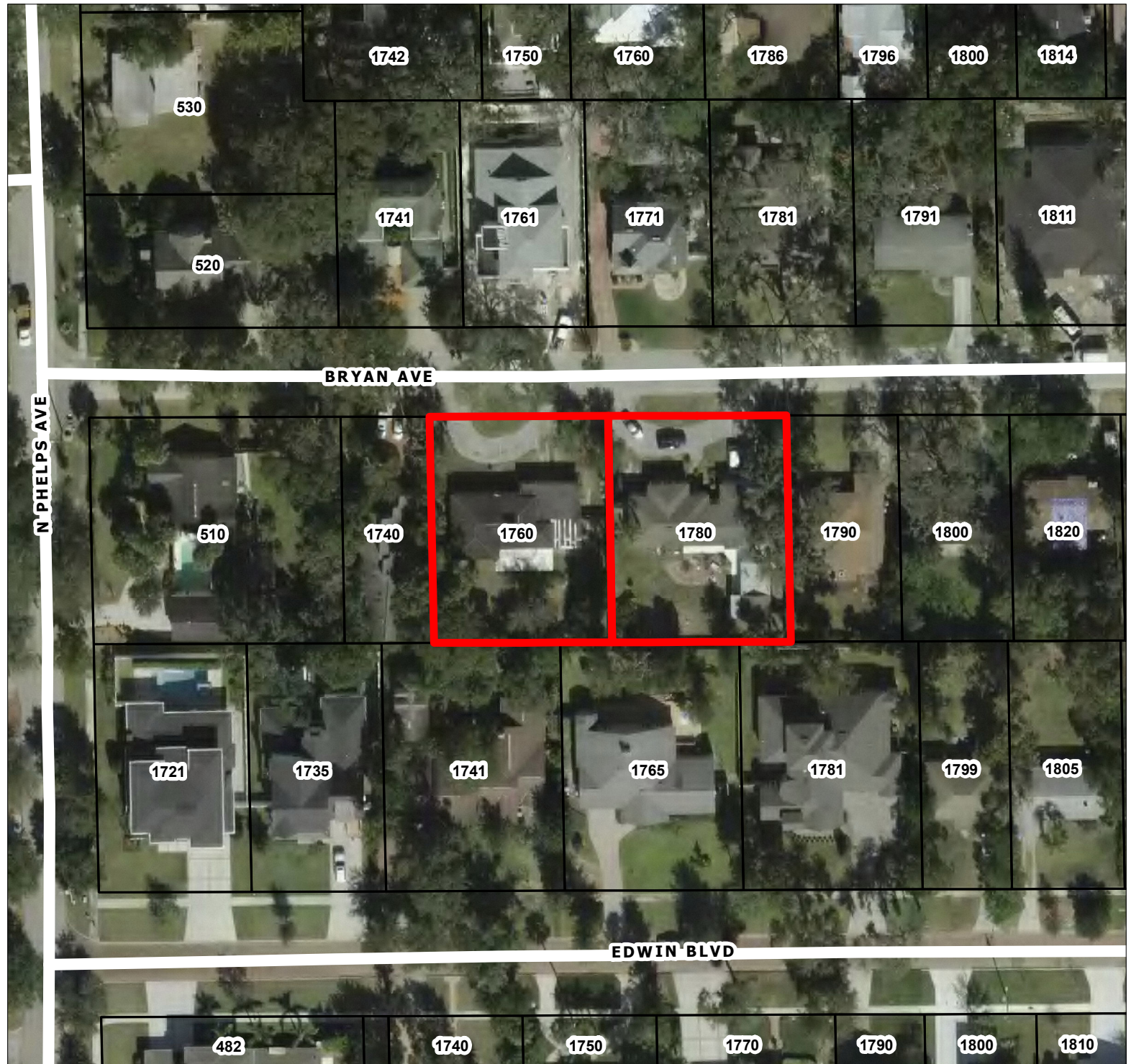


LOCATION MAP
1760 & 1780 Bryan Ave
City of Winter Park
Florida





LOCATION MAP
1760 & 1780 Bryan Ave
City of Winter Park
Florida





LOT CONFORMANCE TO SUBDIVISION CODE TEST

1760 & 1780 Bryan Ave

City of Winter Park
Florida

LEGEND

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

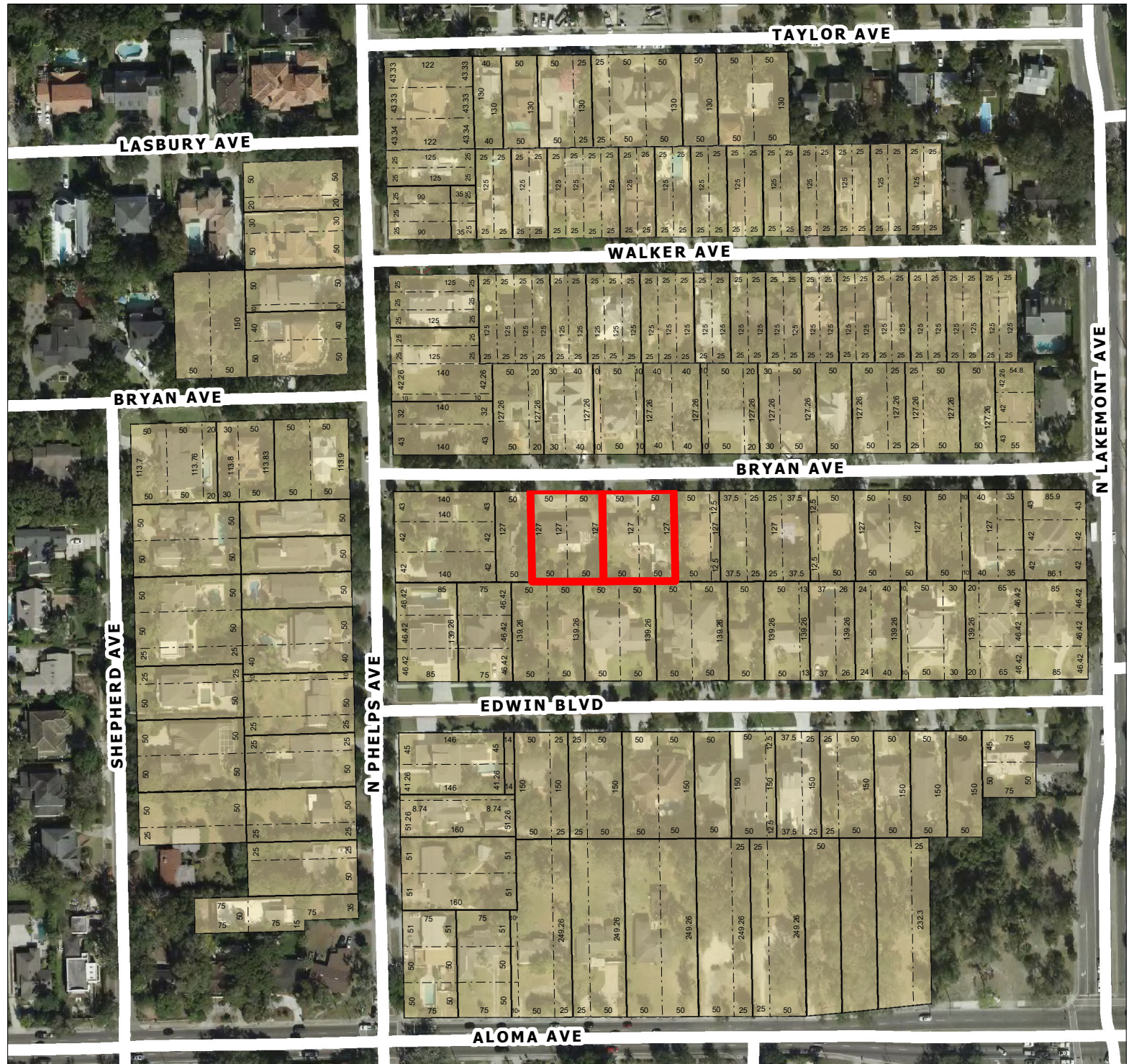
NOTES

Average Lot Width = 71.54 ft

Median Lot Width = 75 ft

Average Lot Size = 10129.01 sq ft

Median Lot Size = 9496.08 sq ft



LAKEVIEW TERRACE

109

LOT 25 OF ORDINANCE OF LAKEVIEW AND RECORDED IN DEED BOOK J, PAGE 141, ORANGE COUNTY RECORDS

SEAL: 1-11-1925
DATE: APRIL 1925

OWNER'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY APPEARED BEFORE MR. HAWARD who being duly sworn depose and say, that he is the owner of the land described in the caption and has authorized and accepted the survey and subdivision of the same herein.

Haward

SUBSCRIBED AND SWORN TO before me this 17th day of April A.D. 1925.

My commission expires July 17-1928

Roberts

NOTARY PUBLIC

THIS DEED HEAVEN EXAMINED, ACCEPTED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF WINTER PARK, FLORIDA IN REGULAR SESSION ON THE 17th day of May A.D. 1925.

McBarnum

President of Council
TOWN CLERK

ENGINEER'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY APPEARED BEFORE MR. E. WHITE, CIVIL ENGINEER, WHO BEING DULY SWORN DEPOSED AND SAY, THAT THE PLAN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND SUBDIVISION OF THE LAND DESCRIBED IN THE CAPTION.

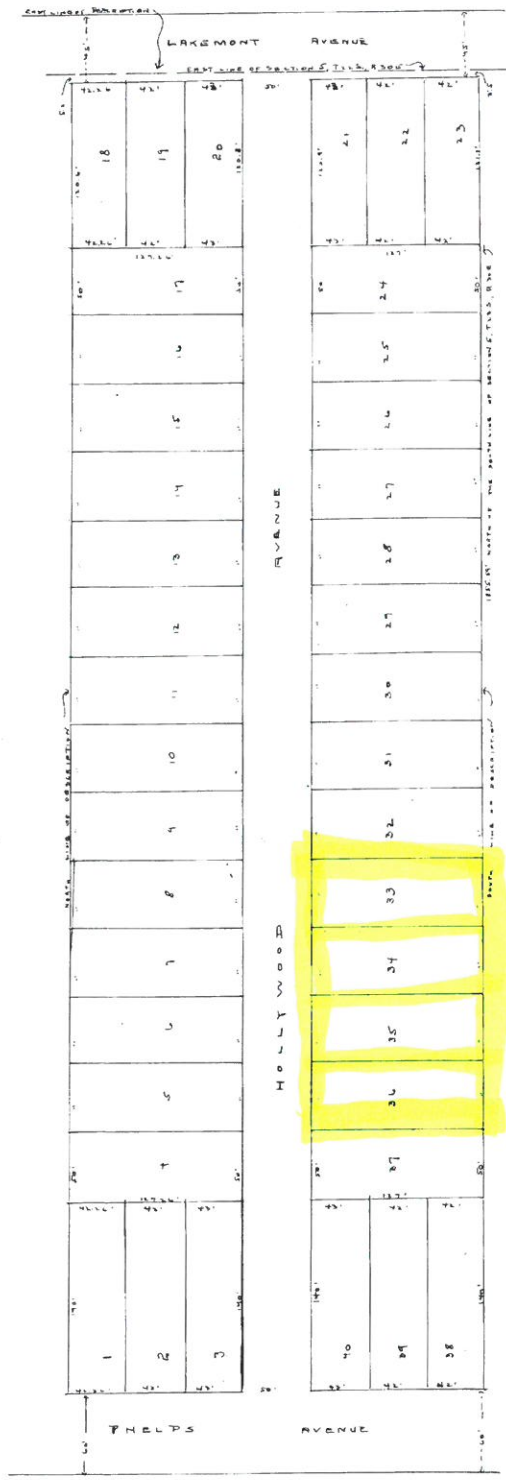
E. C. White

SUBSCRIBED AND SWORN TO before me this 4th day of April A.D. 1925.

C. H. Hirschman

NOTARY PUBLIC

N.S.



Yield and Released MAY-13-1925 AT 445 PM
By M. C. Johnson
By M. C. Johnson
PLEASANT D.C.

FIELD N.M.T.
OFFICE N.M.T.
COUNTY N.M.T.

BK 109
D

PROPOSED CUSTOM HOMES

1760, 1770, 1780
BRYAN AVENUE



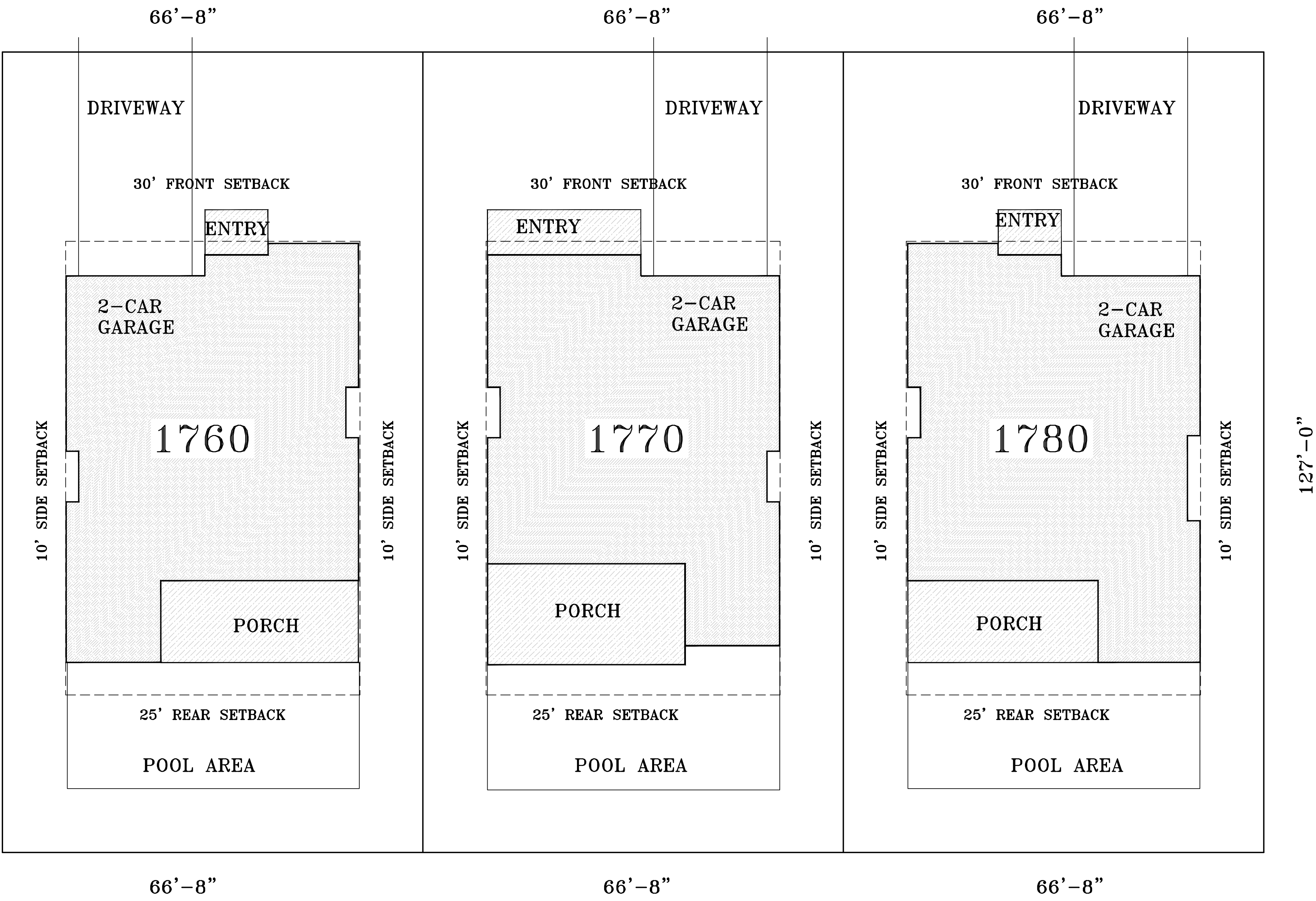
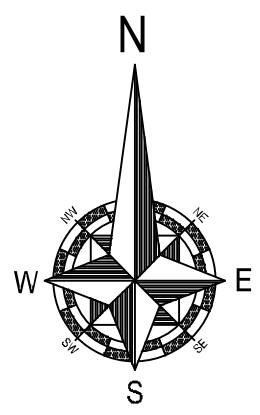
ELEVATION CONCEPTS

LOT DIMENSIONS: 127' X 66'-8"
LOT AREA: 8,466 SQ. FT
FAR (MAX): 3,640 SQ.FT
IMPERVIOUS (MAX): 4,233 SQ.FT.



EXISTING SITE PLAN

NTS



PROPOSED SITE PLAN

NTS

WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. Contractors shall verify and be responsible for dimensions and conditions of the job and shall notify in writing "ARACE DESIGNS, LLC." of any variation from the dimensions, conditions and specifications appearing on these plans.

REVISIONS :

CUSTOM HOMES
1760, 1770, 1780 BRYAN AVE.

ARACE DESIGNS
3563 TERRA OAKS CT.
LONGWOOD, FLORIDA 32779
(407) 774-2468
www.aracedesigns.com



JOB NUMBER

DATE
1/1/20
DRAWN
D.A.A.
SHEET

1

OF 2 SHEETS

SITE PLAN

Mr. William and Gail Keegan
1631 Lake Knowles Circle
Winter Park, FL 32789
p. 407-310-6349

June 24th, 2024

Dear Nick:

Thank you for considering and presenting our lot split application for 1760 & 1780 Bryan Avenue in Winter Park.

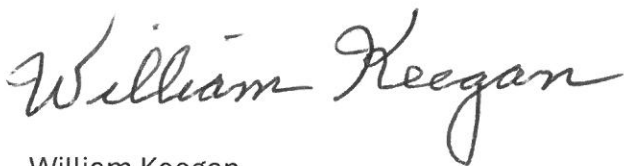
Please find attached 19 letters from neighboring properties expressing their support for our application to split our 4 platted lots into 3 equally sized lots.

It's worth noting that our previous submission in 2020 was met with no objections from our neighbors and members of the Planning & Zoning board, which we believe is a testament to the soundness of our proposal.

We would also like to point out that although the properties are currently identified by two street addresses, they were platted as four continuous 50-foot lots. Instead of proposing the construction of four new homes on the four platted 50-foot lots (lots 33, 34, 35 & 36), we are asking for three 66' 2/3" lots to better conform to the neighborhood's character.

We look forward to working with you through this application process.

With Kind Regards,

A handwritten signature in black ink that reads "William Keegan". The signature is written in a cursive, flowing style with a large initial 'W'.

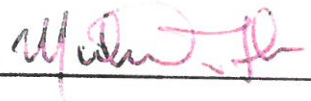
William Keegan

To whom it concerns.

I have been made aware that the Builders/Owners of lots 1760 and 1780
Bryan Avenue, Winter Park, FL 32789 would like to split their original 2 lots
into 3 lots. I live at 1791 Bryan Ave, Winter Park, FL 32789 and I
support this lot split.

Name Lahr Construction LLC

Address 1791 Bryan Avenue, Winter Park, FL 32789

Signature  - Mike Lahr

To whom it concerns.

I have been made aware that the Builders/Owners of lots 1760 and 1780 Bryan Avenue, Winter Park, FL 32789 would like to split their original 2 lots into 3 lots. I live at OWN- 1790 BRYAN AVE WINTER PARK FL 32789 and I support this lot split.

Name KNIGHT FAMILY KEYS, LLC

Address 1900 E ADAMS DR MAITLAND FL32751

DocuSigned by:
Signature KNIGHT FAMILY KEYS LLC 6/11/2021 4:35 PM EDT
C8DE596FD4074E9...

To whom it concerns.

I have been made aware that the Builders/Owners of lots 1760 and 1780
Bryan Avenue, Winter Park, FL 32789 would like to split their original 2 lots
into 3 lots. I live at OWN-1781 BRYAN AVE WINTER PARK FL 32789 and I
support this lot split.

Name KNIGHT FAMILY KEYS, LLC

Address 1900 E ADAMS DR MAITLAND FL 32751

Signature KNIGHT FAMILY KEYS LLC 4:35 PM EDT
DocuSigned by:
C8DE596FD4074E9...

To whom it concerns.

I have been made aware that the Builders/Owners of lots
1760 and 1780 Bryan Avenue, Winter Park, FL 32789 would
like to split their original 2 lots into 3 lots. I live at
1771 Bryan Ave. and I
support this lot split.

Name Ryan Johns

Address 1771 Bryan Ave.

Signature 

To whom it concerns.

I have been made aware that the Builders/Owners of lots
1760 and 1780 Bryan Avenue, Winter Park, FL 32789 would
like to split their original 2 lots into 3 lots. I live at
_____ and I
support this lot split.

Name Joe Lina

Address 1881 Bryan Ave WP FL 32789

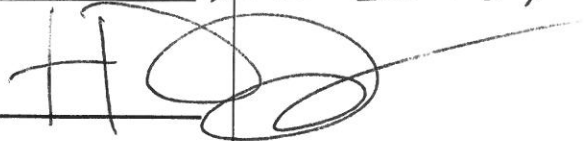
Signature Joe Lina

To whom it concerns.

I have been made aware that the Builders/Owners of lots 1760 and 1780 Bryan Avenue, Winter Park, FL 32789 would like to split their original 2 lots into 3 lots. I live at 1851 Bryen Ave, Winter Park, FL and I support this lot split. 32789

Name Holly + Erik Smedal

Address 1851 Bryen Ave Winter Park, FL 32789

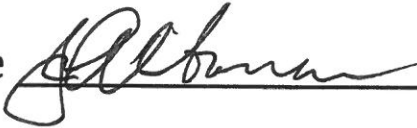
Signature Erik Smedal 

To whom it concerns.

I have been made aware that the Builders/Owners of lots
1760 and 1780 Bryan Avenue, Winter Park, FL 32789 would
like to split their original 2 lots into 3 lots. I live at
_____ and I
support this lot split.

Name JOHN ALDMAN

Address 1840 BRYAN AVE

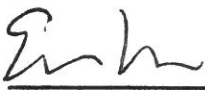
Signature 

To whom it concerns.

I have been made aware that the Builders/Owners of lots
1760 and 1780 Bryan Avenue, Winter Park, FL 32789 would
like to split their original 2 lots into 3 lots. I live at
1741 BRYAN AVE and I
support this lot split.

Name EWAN WOLFF

Address 1741 BRYAN AVE WINTER PARK

Signature 

To whom it concerns.

I have been made aware that the Builders/Owners of lots 1760 and 1780 Bryan Avenue, Winter Park, FL 32789 would like to split their original 2 lots into 3 lots. I live at 1761 BRYAN AVE WP FL 32789 and I support this lot split.

Name DARIO & HEIDI DEBENEDETTI

Address 1761 BRYAN AVE

Signature 

To whom it concerns.

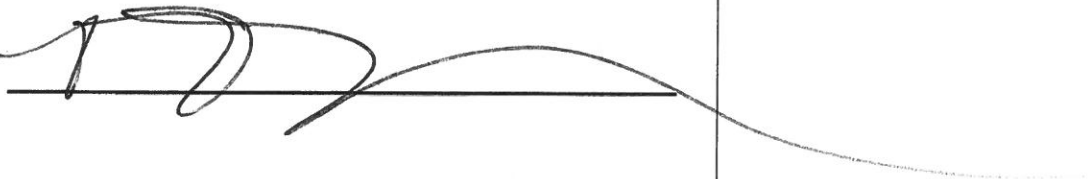
I have been made aware that the Builders/Owners of lots 1760 and 1780 Bryan Avenue, Winter Park, FL 32789 would like to split their original 2 lots into 3 lots. I live at

1871 Bryan Ave and I support this lot split.

Name Milette Webber

Address 1871 Bryan Ave W.P., FL 32789

Signature

A handwritten signature in black ink, appearing to be 'Milette Webber', written over a horizontal line. The signature is stylized with a large, sweeping loop.

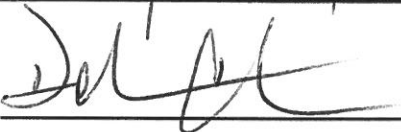
To whom it concerns.

I have been made aware that the Builders/Owners of lots 1760 and 1780 Bryan Avenue, Winter Park, FL 32789 would like to split their original 2 lots into 3 lots. I live at

1811 Bryan Ave and I support this lot split.

Name Deborah Covington

Address 1811 Bryan Ave, Winter Park, FL 32789

Signature 

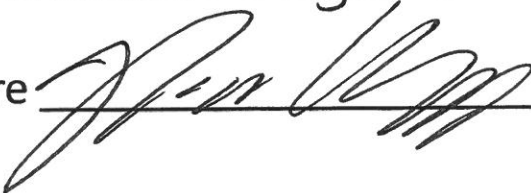
To whom it concerns.

I have been made aware that the Builders/Owners of lots 1760 and 1780 Bryan Avenue, Winter Park, FL 32789 would like to split their original 2 lots into 3 lots. I live at

_____ and I support this lot split.

Name Kristopher Mupher

Address 1035 Bryan Ave

Signature 

To whom it concerns.

I have been made aware that the Builders/Owners of lots 1760 and 1780 Bryan Avenue, Winter Park, FL 32789 would like to split their original 2 lots into 3 lots. I live at

_____ and I
support this lot split.

Name Tracy Robinson

Address 1891 Bryan Ave

Signature 

To whom it concerns.

I have been made aware that the Builders/Owners of lots
1760 and 1780 Bryan Avenue, Winter Park, FL 32789 would
like to split their original 2 lots into 3 lots. I live at _____ and I
support this lot split.

Name Ben McCloy

Address 1830 Bryan Ave

Signature 

To whom it concerns.

I have been made aware that the Builders/Owners of lots 1760 and 1780 Bryan Avenue, Winter Park, FL 32789 would like to split their original 2 lots into 3 lots. I live at 1740 Bryan Avenue and we support this lot split.

Arthur R Blumenthal
Name x Arthur + Karen Blumenthal

Address 1740 Bryan Ave, W.P. 32789

Signature x Arthur R Blumenthal
x Karen Blumenthal

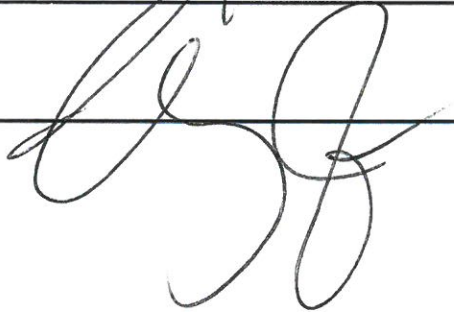
To whom it concerns.

I have been made aware that the Builders/Owners of lots 1760 and 1780 Bryan Avenue, Winter Park, FL 32789 would like to split their original 2 lots into 3 lots. I live at

_____ and I support this lot split.

Name ANDREW JAUBERT

Address 1860 BRYAN AVE. W.P. 32789

Signature 

To whom it concerns.

I have been made aware that the Builders/Owners of lots
1760 and 1780 Bryan Avenue, Winter Park, FL 32789 would
like to split their original 2 lots into 3 lots. I live at
1860 Bryan Avenue, Winter Park, and I
support this lot split. FL, 32789

Name Dena Talbert

Address 1860 Bryan Ave, W.P., FL, 32789

Signature Dena Talbert

To whom it concerns.

I have been made aware that the Builders/Owners of lots 1760 and 1780 Bryan Avenue, Winter Park, FL 32789 would like to split their original 2 lots into 3 lots. I live at 1880 Bryan Ave Winter Park, FL and I support this lot split.

Name Kelly Sims

Address 1880 Bryan Ave Winter Park, FL 32789

Signature 

To whom it concerns.

I have been made aware that the Builders/Owners of lots
1760 and 1780 Bryan Avenue, Winter Park, FL 32789 would
like to split their original 2 lots into 3 lots. I live at
1781 Edwin Blvd and I
support this lot split.

Name James Garrett

Address 1781 Edwin Blvd.

Signature James J. Garrett



Planning & Zoning Board

agenda item 4.c

item type

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

meeting date

July 2, 2024

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Allison McGillis, Director of Planning and Zoning

subject

ZTA #24-05 Request of the City of Winter Park to:

- Amend Article V, Divisions 6 and 8 of Chapter 58 of the Land Development Code concerning tree preservation and protection and landscape regulations; providing urban forestry, tree, and landscape regulations, requirements, permit and mitigation procedures, and setting forth related fees and penalties; clarifying and amending the authority of the urban forestry division and other city departments; providing supplemental compliance methods ensuring observance of tree and landscape regulation, replacement, mitigation, maintenance, and best pruning and planting practices.

motion | recommendation

Staff recommendation is for approval.

background

Summary of the attached Ordinance is below. Also attached is the strike-through and underline version to compare the changes from the existing regulations. Urban Forestry will be present at the P&Z Board meeting to provide the history of these changes.

- **Landmark trees** – live oaks and bald cypress measuring 30" DBH and above require triple the replanting/financial compensation requirements of other protected trees.
- **58-282** – Protected tree species now require a removal permit beginning at 6-inches DBH as opposed to the previous standard of 9-inches diameter-at-breast-height (DBH).

- **58-284(a)** – Updated exempt trees list.
- **58-284(e)** – New language pertaining to Florida Statutes 163.045 which allows residential property owners to remove a tree without a permit. Written by City Attorney in consultation with staff. Clarifies requirements for compliance with both the statute and City ordinance.
- **58-285(d)(4)** – The City Commission now has the final say on appeals to denied tree removal permit applications. Language permitting the appellant to remove the tree after a 60-day waiting period following the City Commission’s upholding of the denial is struck from the code.
- **58-286(c)(10)** – Replacement trees planted on non-residential property as mitigation for tree removal permits no longer count towards meeting minimum landscape requirements.
- **58-286(d)** – Clarification on how financial compensation works when mitigation requirements are not met by planting.
- **58-287** – Updated recommended species list.
- **58-292(b)** – Tree barricade requirements strengthened.
- **58-295/296/297** – Clarification on City’s vs residents’ authorities/responsibilities for trees on public/private property.

alternatives | other considerations

fiscal impact

attachments

1. Ordinance - Tree Preservation & Landscape Regs
2. Strike-thru Reference Version - Tree Preservation & Landscape Regs

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING ARTICLE V, DIVISIONS 6 AND 8 OF CHAPTER 58 OF THE LAND DEVELOPMENT CODE CONCERNING TREE PRESERVATION AND PROTECTION AND LANDSCAPE REGULATIONS; PROVIDING URBAN FORESTRY, TREE, AND LANDSCAPE REGULATIONS, REQUIREMENTS, PERMIT AND MITIGATION PROCEDURES, AND SETTING FORTH RELATED FEES AND PENALTIES; CLARIFYING AND AMENDING THE AUTHORITY OF THE URBAN FORESTRY DIVISION AND OTHER CITY DEPARTMENTS; PROVIDING SUPPLEMENTAL COMPLIANCE METHODS ENSURING OBSERVANCE OF TREE AND LANDSCAPE REGULATION, REPLACEMENT, MITIGATION, MAINTENANCE, AND BEST PRUNING AND PLANTING PRACTICES.

WHEREAS, the City Commission of the City of Winter Park (the “City”) recognizes the importance of preserving and growing the tree canopy within the City and that the City contains many species of native and non-native trees and vegetation of significant size and quality that contribute in a positive way to the environment and City aesthetics; and

WHEREAS, the City recognizes that properly maintained trees and landscaping increase property values, filter air pollutants, maintain the natural ecology, temper the effects of extreme temperatures and climate change, reduce stormwater runoff, mediate erosion of topsoil, and otherwise help create and maintain the distinct identity and visual character of the City; and

WHEREAS, the City finds that the current process to appeal the denial of a tree removal permit application does not allow for consideration of the professional judgement of the City’s International Society of Arboriculture (ISA) Certified Arborists, or the decision to uphold such judgement by the Tree Preservation Board and the City Commission

WHEREAS, the City has deemed it necessary to clarify existing regulations and to revise the City’s tree preservation regulations and procedures as well as the City’s landscaping regulations and procedures, relating to planting, pruning, removal, and replacement of trees as well as ensuring proper care and treatment of private and City trees comprising the City’s urban tree canopy and flora;

WHEREAS, the City deems these revisions as necessary to promote community health, safety, and welfare; and

WHEREAS, the City determines that recurring violations of landscaping and tree protection regulations and requirements necessitates that the City explore alternative and cumulative options to lawfully enforce the City’s policies set forth herein and to maintain the City’s nationally-recognized urban forest; and

WHEREAS, the City desires to strengthen, clarify, and streamline its appellate review processes and procedures regarding tree permit decisions, determinations of violations, and fines assessed relating to tree preservation within the City; and

WHEREAS, in accordance with section 163.3174, Florida Statutes, and section 58-3 of the City Code of Ordinances, the City’s local planning agency, which is the designated planning and zoning board, has reviewed and made recommendations as to the amendments set forth herein;

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

SECTION I: RECITALS. The above recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings of the City Commission of the City of Winter Park.

SECTION II: That Article V, Division 6 of Chapter 58 of the Land Development Code of the City Winter Park regarding Tree Preservation and Protection is hereby repealed and replaced as shown below:

DIVISION 6. - TREE PRESERVATION AND PROTECTION

Sec. 58-281. - Purpose and intent.

The City of Winter Park recognizes the environmental and community resiliency benefits and contributions urban trees provide to our ecosystem, air and water quality, energy conservation, temperature moderation, economic development, aesthetic value, public health and livability. It is the intent of this division to establish policies, regulations and standards necessary to ensure that the city will continue to realize the benefits provided by its urban forest throughout the city, on public and private lands, and within rights-of-way.

The tree preservation and protection policies are intended to achieve the following objectives:

- a) Establish and nurture a sustainable urban forest through fostering biodiversity, productivity, regenerative capacity, vitality and the interconnection of our public parks, multi-use trails, and natural systems.
- b) Reverse canopy loss through the preservation of existing trees and planting of diverse tree species appropriate to the various site conditions found throughout the city.
- c) Maintain our recognition as a Tree City USA community through adherence to standards set forth by the National Arbor Day Foundation.

Sec. 58-282. - Definitions.

For the purposes of this division, certain terms or words used herein shall be interpreted as follows:

Caliper shall mean a nursery standard measurement of a tree's trunk diameter as measured at a predetermined point of measurement. Trunk caliper for trees up to four inches shall be measured six inches above the soil line. Trees greater than four inches in caliper shall be measured 12 inches above the soil line. Caliper measurements shall be used when measuring replacement trees.

Canopy coverage shall mean the coverage of a tree, by its limbs and leaves, of the ground below. This area may include trees offsite on adjacent properties or public rights-of-way where limbs and portions of a tree's canopy overhang onto the subject property.

Canopy tree shall mean a tree that typically reaches a height of over thirty feet.

Clear trunk shall mean the measurement from the top of the root ball to the lowest branch.

Dead tree shall mean a tree with no living cambium, foliage, or buds.

DBH (Diameter at breast height) shall mean a standard measurement of a tree trunk diameter as measured at a predetermined point of measurement. Trunks of existing trees shall be measured at four and one-half feet above the soil line. For multi-trunked trees the DBH shall mean the cumulative diameter of the two largest stems measured at four and one-half feet above the soil line. Measurements ranging between whole numbers shall be rounded up to from half an inch and above.

Drip-line shall mean a vertical line from the horizontal extremity of the canopy of a tree to the ground. For trees with canopies set off-center, the drip-line is projected based on the average diameter of the existing drip-line using the center of the tree trunk as its point of origin.

Improper pruning shall include but not be limited to poor pruning techniques such as flush cutting, stub cutting, topping, heading, thinning, lion's-tailing, and over-lifting.

Landmark tree shall mean any live oak or bald cypress in fair to excellent condition measuring thirty inches DBH or greater.

Major damage shall mean improper pruning, root damage, mechanical damage, poisoning, or any other irreparable harm inflicted upon a tree as determined by a City arborist will result in significantly a reduced lifespan or death.

Major root shall mean any root that is one-fifth or larger than the size of a tree's trunk measured at DBH.

Protected tree shall mean any tree measuring at least six inches DBH, any replacement tree or any tree of any size, on City property.

Pruning shall mean removing or reducing tree branches and/or limbs. Pruning shall be done according to current standards established by the most recent editions of the International Society of Arboriculture (ISA) Best Management Practices – Pruning, and the American National Standards Institute (ANSI) A300 Part 1 – Pruning.

Removal of a tree shall mean either actually removing a tree from the ground in which it grew, transplanting a tree, or effectively removing a tree through inflicting major damage.

Replacement tree shall mean any tree planted as a condition of approval of a tree removal permit or as may be required to meet the conditions of this division.

Residential shall refer to R-1 zoned land use codes within the Land Development Code (sec. 58-65).

Root pruning shall mean the process of cutting roots prior to mechanical excavation near a tree.

Root zone shall mean the area starting from a tree's trunk to equal to a minimum distance of two and one-half times a tree's drip-line.

Size shall mean as determined by a tree's DBH or caliper as defined in this section as defined in this section.

Stop work order shall mean a written notice requiring all work to cease, stating the reasons for stoppage. Stop work orders shall be given to the property owner, their agent, the person doing the work, or posted on the property where tree work is occurring or trees are being damaged.

Top main root shall mean the uppermost major root emerging from the base of a tree's trunk, transitioning from the trunk into the root system.

Tree protection area shall mean an area surrounding a tree encompassed by a tree's drip-line or projected drip-line.

Tree protection barrier shall mean a suitable structure as installed as close as possible to the perimeter of the tree drip line prior to construction, land clearing, or demolition (sec. 58-292).

Trunk root flare shall mean the swelling at the base of a tree trunk that increases the trunk diameter.

Unacceptable risk shall mean a tree which poses a risk of moderate or higher where removal is the only means of practically mitigating its risk below moderate, as determined by tree risk assessment procedures outlines in the most recent edition of the International Society of Arboriculture's (ISA) Best Management Practices – Tree Risk Assessment.

Understory tree shall mean a tree that typically does not reach a height above thirty feet.

Sec. 58-283. - Establishing duties and authority.

(a) The Urban Forestry Division is delegated the following authority:

- (1) To jointly work with the Building & Permitting Services Department in administering the provisions of this division including, but not limited to, technical and advisory support.
- (2) To grant or deny, in whole or in part, tree removal permits.
- (3) To oversee the implementation of the Tree Preservation Ordinance through the administration and operation of the Urban Forestry Division.
- (4) To waive or modify all or some of the requirements of this division in the case of a hurricane, tornado, severe rainstorm, or other emergency.
- (5) To regulate and supervise pruning or removal of trees in the public rights-of-ways and on City property.
- (6) To issue a stop work order at a site if unauthorized tree work is occurring or if trees are being damaged through construction or other potentially harmful activity.
- (7) To require immediate removal of any tree that poses an unacceptable risk to public property or persons on public property.
- (8) To oversee the City's Utility Vegetation Management Program in coordination with the Electric Utility Department.

(b) The Building & Permitting Services Department is delegated the following authority:

- (1) To require that a tree removal permit be obtained with building, demolition, site development, foundation work, and other construction activity permits, where removal of a protected tree is requested.
- (2) To place conditions on the issuance of construction, demolition, or other land development permits when recommended as a condition of a tree removal permit.
- (3) To grant a building setback encroachment up to a maximum distance of ten feet into a required setback area in order to preserve a protected tree. The City shall require a letter of approval from the affected abutting property owner(s) as a condition of approving the setback encroachment.

(c) The Planning & Zoning Board is delegated the following authority:

- (1) To make formal recommendations to the City Commission on any proposed changes to the Land Development Code, which includes the Tree Preservation Ordinance.
- (2) Any protected trees approved for removal or protection by the Planning & Zoning Board or City Commission shall not subsequently need approval from the City or the Tree Preservation Board, except for the administrative processing of a permit to verify approval by the respective board or commission. Prior to granting any tree removal

request on appeal or otherwise, if the Tree Preservation Board rendered any decision with regard to tree removal or protection on a property that later comes before the Planning & Zoning Board or City Commission, then that decision and related information of that decision shall be transmitted in writing to the respective board or commission.

(d) The Tree Preservation Board shall be delegated the following authority:

- (1) Applicants may appeal to the Tree Preservation Board any denial of an application or any of the conditions attached to the approval of a tree removal permit as outlined in this division prior to any protected tree removal. The Tree Preservation Board may affirm, reverse, or modify the decision of the Director of Parks & Recreation or their designee to deny an application or to strike conditions of the permit.
- (2) To make formal recommendations to the Planning & Zoning Board on any proposed changes to the Tree Preservation Ordinance.
- (3) To periodically conduct educational programs and/or publish educational material as to the importance of trees to the City and the requirements of this division.

Sec. 58-284. - Tree removal permits.

(a) Exempt trees. Unless on City property or near shorelines and waterways (refer to Sec. 114-6), no permit shall be required to remove the following types of trees:

any tree found on the most recent edition of the [Florida Invasive Species Council's List of Invasive Plant Species](#);

palms;

fruit trees;

any tree with a DBH less than six inches, not including replacement trees;

protected trees that have fallen due to acts of nature such as storms, fire, or natural decay.

(b) Unless preempted by Florida statutes, it shall be unlawful to authorize or undertake the removal, destruction, improper pruning, moving, or damaging of major roots of any protected tree within the city, without prior issuance by the City of a tree removal permit approving the act(s), or as otherwise authorized by the City, as further described in this division.

(c) Each application for a tree removal permit shall be reviewed and a decision rendered on approval or denial (in whole or in part) on the basis of tree assessment standards set forth in the most recent edition of the International Society of Arboriculture Best Management Practices – Tree Risk Assessment and ANSI A300 Standards for Tree Risk Assessment, including any amendments thereto. Additional considerations may include but are not limited to:

- (1) The health of the tree(s).
- (2) Canopy coverage and available planting space on the lot.
- (3) Active damage to structures or hardscapes which the City determines cannot be mitigated through lesser measures such as limb or root pruning.
- (4) Whether structures were designed to minimize the removal of trees.
- (5) The denial of the permit would create an unreasonable hardship on the property owner by severely limiting the use of the property in a manner not typically experienced by owners of similarly zoned and situated properties. A minor reduction of the potential number of

- residential units or building size due to the tree location does not represent a severe limit of the economic enjoyment of the property.
- (6) The applicant has demonstrated to the satisfaction of the City that there are no reasonable alternatives to preserving the tree(s).
- (d) Unless otherwise permitted by the relevant federal and/or state authorities, no permit shall be granted for the removal of any tree that contains active nests of migratory birds, bird species listed as species of special concern, rare, threatened, or endangered by the Florida Fish and Wildlife Commission, or which are a breeding area for a colony of birds.
- (e) If a person or entity is removing a tree on an occupied residential property without a permit on the basis that such tree poses an unacceptable risk to persons or property, the property owner and person or entity removing such tree must have in their respective possession at the time of removal supporting documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect finding that such tree poses an unacceptable risk to persons or property ("Tree Risk Assessment Documentation"). The Tree Risk Assessment Document must have the credentials, name, address, telephone number and certification signature of the professional that issued the Tree Risk Assessment Documentation and must conform to tree risk assessment procedures as outlined in the International Society of Arboriculture's (ISA) Best Management Practices – Tree Risk Assessment. A copy of the Tree Risk Assessment Documentation must be kept onsite where and when the tree is being removed and displayed in a place clearly visible from the public right-of-way. Upon request, the person or entity performing the removal of the tree must present the Tree Risk Assessment Documentation to any City officer, employee, or contractor requesting to review such documentation. Within ten days after the commencement of the removal of the tree, the property owner shall deliver the Tree Risk Assessment Documentation to the City's Urban Forestry Division. Failure to comply with this subsection or any part thereof constitutes a violation of this code, for which the property owner and any agent, contractor, consultant, or other entity causing or advocating for such removal of such tree may be held jointly and severally liable.

Sec. 58-285. - Tree removal permit procedure.

- (a) When no construction or demolition is involved. Applications for tree removal permits shall include:
- (1) Remittance of a tree removal permit fee of an amount established by the City Commission in the Fee Schedule; and
 - (2) An accurate site plan drawn (hand-drawn site plan may be acceptable) to scale depicting which protected trees are proposed for removal, with the locations, common and/or botanical names, and sizes.
 - (3) A photograph of the protected trees proposed for removal.
 - (4) Trees requested for removal shall be marked with flagging and noted accordingly on the site plan. Paint shall not be used for marking protected trees.
 - (5) Application forms may also require information regarding reasons for tree removal and other specifics as determined by the City.
 - (6) Trees requested for removal with trunks that originate from two or more adjacent properties shall require the written consent of all property owners.
- (b) When construction or demolition involving other permitting is involved.

- (1) In addition to the requirements of subsection 58-285(a), applications relating to or arising out of new building construction, renovation, demolition, or site work permits, or requiring construction permits shall include an accurate site plan drawn to scale indicating the square footage of the site and the square footage of the proposed building area(s). The site plan shall depict any proposed grade changes and a plan view of actual trees on site including:

 - a. The property lines and footprint of existing structures.
 - b. The existing and proposed grades.
 - c. Proposed additions to existing buildings, proposed new buildings, structures, and other impervious surfaces, such as but not limited to sidewalks, pool decks, patios, fences, walls, driveways, parking areas, stormwater retention areas, overhead and underground utilities, and other physical improvements.
- (2) Incomplete or incorrect applications that require additional site visits by City staff shall require an additional fee equal to the original permit fee for each subsequent visit.
- (c) Removal voids appeal process.

 - (1) Removal of any protected tree requested on a tree removal permit application is regarded as the applicant's acceptance of the conditions for removal as stated on the application, and voids any appeal.
 - (2) Except as allowed under subsections 58-283(a)(4) and 58-284(e), removal of a protected tree without a permit shall make void any appeal as provided in this division.
- (d) Appeals.

 - (1) Upon denial, in whole or in part, of a tree removal permit application, or conditions placed on the approval of a tree removal permit, the grounds for such action shall be given to the applicant in writing. Applicants may appeal the denial decision or specific conditions placed on the approval.
 - (2) Following the receipt of a written request to appeal a denial of a tree removal permit or a request to appeal conditions placed on the approval of a tree removal permit, the Tree Preservation Board shall consider the appeal within thirty calendar days or as soon as possible thereafter and make a final decision. The final decision of the Tree Preservation Board shall be sent to the applicant by certified and regular mail within ten days.
 - (3) The applicant may appeal the decision of the Tree Preservation Board to the City Commission within fifteen days of the date of the decision by the Tree Preservation Board. The City Commission may reverse, modify or uphold the decision of the Tree Preservation Board at its next available regularly scheduled meeting or at a later meeting if requested by the applicant or the City.
 - (4) The City Commission's final decision constitutes the end of the appeal process. If the Commission upholds the denial, the tree(s) may not be removed.
 - (5) Trees on City property are not eligible for the appeals process.
- (e) Time for processing tree removal permit applications.

 - (1) Notice of an incomplete or inaccurate application shall be given to the applicant within seven working days of the receipt of the application.
 - (2) Each application shall either be approved, approved with conditions, denied, or returned to the applicant, requesting further action on the application within fourteen business days of the receipt of a complete application.
- (f) Duration of tree removal permit.

 - (1) Unless associated with new building construction, renovation, demolition, site work, or other construction permits, each tree removal permit shall remain in effect for one year from the

- date of issuance. If the action approved in the permit is not completed within the permit's effective date, then the permit is void and a new tree removal permit must be obtained before any tree removal occurs.
- (2) All conditions for removal, except financial compensation to the City which is required at the time a permit is approved in accordance with subsection 58-286(d)(1), shall be met within 30 days of the tree removal date unless an extension is documented on an approved permit. Extensions of no longer than one year from date of removal may be considered on a case by case basis.
 - (3) Tree removal permits associated with new building construction, renovation, demolition, site work, or other construction permits shall remain in effect through the duration of the associated building project. All conditions for removal shall be met before final building inspection.

Sec. 58-286. - Tree removal permit mitigation and financial compensation requirements.

- a) Requirements for approval of a tree removal permit shall include tree replacement and/or financial compensation.
- b) Protected trees deemed by the City to be dead by natural causes shall not require mitigation or compensation. At the City's discretion, photographic evidence may be accepted as proof that a tree is dead. A visual inspection for a tree removal permit application may be required.
- c) Tree removal mitigation may be made in the form of planting replacement trees on the subject property or other private property within city limits or public property with City approval in accordance with the following criteria:
 - 1) Mitigation for the removal of protected trees shall require replacement by approved canopy trees. Removed trees measuring from six to eighteen DBH inches shall require one replacement tree. Trees measuring nineteen DBH inches and above shall require two replacement trees.
 - 2) Landmark trees shall require replacement by six replacement trees.
 - 3) Canopy trees planted as replacement trees shall have a minimum size of three caliper inches.
 - 4) At the City's discretion, understory trees may be approved as replacement trees in appropriate locations at a rate of two understory trees per one canopy tree.
 - 5) Understory trees planted as replacement trees shall have a minimum size of two caliper inches.
 - 6) The caliper of multi-trunk trees shall be determined by the container size or root ball diameter, in accordance with the most recent edition of Florida Grades and Standards for Nursery Plants. If the root ball diameter is smaller than the container size, the root ball diameter shall be determinant.
 - 7) Any tree removal which renders a property non-compliant with the Division 8 - Landscape Regulations, must be replanted on the same property where the tree removal took place.
 - 8) Hedge shrubs, including but not limited to podocarpus, viburnum, ligustrum, and clusia, shall not count towards mitigation requirements.
 - 9) Trees improperly pruned or pruned as topiaries shall not count towards mitigation requirements.
 - 10) Replacement trees shall not count toward meeting the planting requirements of Division 8 - Section 58-336, landscape regulations for non-residential properties.
 - 11) All replacement trees shall adhere to the current guidelines established by the most recent edition of Florida Grades and Standards for Nursery Plants and shall be Florida #1 or Florida Fancy grade. Replacement trees shall be installed with their top main root one inch above the surrounding grade.
 - 12) Replacement trees shall be maintained and warrantied to survive for a period of one year from installation. Trees not deemed to have satisfactorily survived shall be replaced with new trees of the same or larger caliper size. Replacement trees shall comply with the same maintenance and

replacement warranty as the original replacement trees and the new warranty period will restart at the date of replanting.

- 13) Minor deviations regarding the required replacement trees in this section may be determined by the City based on the condition of the trees being removed and other conditions that exist on the subject property. Minor deviations shall include considering any adjustments in the required tree replacement based on existing conditions on the property such as existing tree canopy coverage of the property, topography, space available for planting, or similar criteria.

d) Financial compensation.

- 1) Caliper inches not planted as replacement trees shall be compensated by payment into the Tree Replacement Trust Fund. Each caliper inch of assigned mitigation shall constitute an equal percentage of the total DBH inches removed (see Example 1 below). Compensation shall equal the rate per DBH inch set by the City Commission in the Fee Schedule.
- 2) Landmark trees shall require triple the rate of compensation established in the Fee Schedule.
- 3) The City may disperse funds into the Tree Replacement Trust Fund (sec. 58-288).
- 4) A stop work order may be issued for any development or active construction project until all applicable permit compensation conditions are satisfied.
- 5) The certificate of occupancy or certificate of completion shall not be issued for any development until all applicable permit conditions have been satisfied.

Example 1: Removal of a 24-inch DBH laurel oak. Requires replanting mitigation of two 3-inch caliper canopy trees or financial compensation of \$2,640 (24-inches DBH x \$110 per inch). The formula for partial planting and payment is:

Planting of one 3-inch caliper canopy tree equals half of the required financial compensation (12-inches DBH). The remaining financial compensation owed is \$1,320 (12-inches DBH x \$110 per inch).

Sec. 58-287. - Recommended shade and understory species to use as replacement trees.

Understory trees shall not be used as replacement trees except as indicated in section 58-286. Palms and trees on the most recent edition of the [Florida Invasive Species Council's List of Invasive Plant Species](#) shall not be used as replacement trees. The City may approve other species on a case-by-case basis.

CANOPY TREES

<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>
<u>Acer rubrum</u>	<u>Red maple</u>
<u>Betula nigra</u>	<u>River birch (Duraheat)</u>
<u>Celtis laevigata</u>	<u>Sugarberry</u>
<u>Carya glabra</u>	<u>Pignut hickory</u>
<u>Handroanthus heptaphyllus</u>	<u>Pink trumpet tree</u>
<u>Juniperus virginiana</u>	<u>Southern red cedar</u>
<u>Liriodendron tulipifera</u>	<u>Tulip poplar</u>
<u>Magnolia grandiflora</u>	<u>Southern magnolia</u>
<u>Magnolia virginiana</u>	<u>Sweet bay magnolia</u>
<u>Nyssa sylvatica</u>	<u>Blackgum</u>

UNDERSTORY TREES

<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>
<u>Callistemon citrinus</u>	<u>Bottlebrush</u>
<u>Callistemon viminalis</u>	<u>Weeping bottlebrush</u>
<u>Elaeocarpus decipiens</u>	<u>Japanese blueberry</u>
<u>Eriobotrya japonica</u>	<u>Loguat</u>
<u>Handroanthus chrysotrichus</u>	<u>Golden trumpet tree</u>
<u>Ilex cassine</u>	<u>Dahoon holly</u>
<u>Ilex vomitoria</u>	<u>Yaupon holly</u>
<u>Ilex vomitoria 'Pendula'</u>	<u>Weeping yaupon holly</u>
<u>Ilex x attenuata 'Eagleston'</u>	<u>Eagleston holly</u>
<u>Lagerstroemia indica</u>	<u>Crapemyrtle</u>

<u>Pinus elliotii</u>	<u>Slash pine</u>
<u>Pinus palustris</u>	<u>Longleaf pine</u>
<u>Platanus occidentalis</u>	<u>Sycamore</u>
<u>Quercus austrina</u>	<u>Bluff oak</u>
<u>Quercus germinata</u>	<u>Sand live oak</u>
<u>Quercus virginiana</u>	<u>Live oak</u>
<u>Taxodium distichum</u>	<u>Bald cypress</u>
<u>Ulmus alata</u>	<u>Winged elm</u>
<u>Ulmus parvifolia 'Allee'</u>	<u>Allee elm</u>

<u>Magnolia grandiflora 'Little Gem'</u>	<u>Little Gem magnolia</u>
<u>Myrcianthes fragrans</u>	<u>Simpson's stopper (tree form)</u>
<u>Prunus angustifolia</u>	<u>Chickasaw plum</u>

Sec. 58-288. - Tree replacement trust fund.

- (a) There is hereby created a Tree Replacement Trust Fund. All funds collected as tree replacement fees shall be administered by the Director of Parks and Recreation or their designee.
- (b) Disbursements from the Tree Replacement Trust Fund shall be made only for the following purposes:
- (1) Purchasing trees for planting and any associated costs in accordance with the City's tree planting program.
 - (2) Pruning and care of trees planted on City property.
 - (3) Educational and community outreach purposes related to trees.
 - (4) Protection of trees and enforcement of this division.

Sec. 58-289. - Responsibilities for costs, fees, or fines.

- (a) Any property owner, or their agent or representative, including without limitation any contractor, consultant, or other entity who applies for a tree removal permit on behalf of a property owner or, who on behalf of a property owner removes a tree or otherwise violates this division of the code without appropriate permits, City approval, or documentation complying with state statutes is jointly and severally liable with the property owner for resulting costs, fees, or fines. The City may pursue, in its sole discretion, one or more liable parties to recover said costs, fees, or fines.
- (b) Any person or entity who is liable for unpaid costs, fees, or fines under this division is subject to the placement of a stop work order on any project involving said person or entity until all costs, fees, or fines are paid and certified as paid by the City. No person or entity who is liable for unpaid costs, fees, or fines under this division shall be entitled to obtain or perform work under any other permits until all costs, fees, or fines are paid and certified as paid by the City. No person or entity who is liable for unpaid costs, fees, or fines under this division shall be entitled to obtain a certificate of occupancy until all the costs, fees, or fines are paid and certified as paid by the City.
- (c) The City is entitled to and shall determine the real party or parties in interest when an entity is liable for a cost, fee, or fine, and the real party or parties in interest shall be subject to the sanctions in subsection (b), by way of illustration and not limitation, an individual who does business in more than one corporate or business name shall be considered the "real party in interest" for purposes of applying subsection (b) if any of that individual's entities have unpaid

costs, fines, or fees under this division and both that individual and any of the individual's entities may be subjected to the sanctions in subsection (b) until there are no longer any unpaid costs, fees, or fines.

Sec. 58-290. - Penalties for tree removal without required permit or for tree damage.

- (a) Any protected tree removed without a permit or destroyed or having received major damage in violation of this division must be replaced and/or compensated at double the rate set forth by the City Commission in the Fee Schedule.
- (b) If no evidence exists on site to calculate the DBH inches of the tree(s) removed, then the tree(s) shall be presumed to be a minimum of a twenty-four DBH inches. It is the property owner's responsibility and burden of proof to prove otherwise.
- (c) For repeat offenders the City has the right to double restoration requirements or fines (or both) for each subsequent infraction, and in the alternative or in addition to revoke or suspend a contractor's license to do business in the city.

Sec. 58-291. - Tree banking.

To encourage voluntary tree replacement plantings, there is hereby created a tree banking program. The Urban Forestry Division may allow the planting of three caliper inches or larger approved canopy trees to compensate for future permitted tree removals. Banked trees are to be planted on the same lot from which future tree removals are anticipated. Each banked tree shall count as one replacement tree irrespective of size at the time a permitted tree is removed. If the banked mitigation is not sufficient to meet the conditions required for tree removals, additional mitigation shall be required until all conditions are satisfied. Trees shall be Florida Grade #1 or better as defined in the most recent edition of Florida Grades and Standards for Nursery Plants. Banked trees shall be thriving and in good condition as determined by the City at the time of inspection, which shall be within fourteen days of tree removals.

Furthermore, it shall be the responsibility of the applicant to maintain and present all necessary documentation required by the City in order to receive credit for any tree replacement as a required condition for tree removals.

Sec. 58-292. - Precautions and standards required during construction and other land development permits.

- (a) Before plans are submitted for permit, the City or designee shall be consulted before any permanent structure or impervious paving is constructed within the tree protection area.
 - (1) A tree protection barrier plan shall be provided illustrating how protected trees located on, or adjacent to the subject property will be protected from any adverse effects of proposed construction or grade changes. The plan must include the tree protection barrier that will be installed. Any wall or fence on or near property lines shall be constructed so as to avoid damage to major roots of protected trees.
 - (2) If a major root of any protected tree affected by a grade change extends beyond its drip-line, then additional root protection per section 58-293 may be required.
 - (3) Prior to demolition, grade change and/or construction, tree protection barricades shall be placed and maintained as necessary to prevent damage to protected trees on or adjacent to the subject property.

- (4) Tree protection barricades shall be placed at or beyond the tree's drip-line whenever possible. At no time shall the tree protection barricades be closer than ten feet from a trunk unless existing or proposed structures are within that range.
- (b) On all construction and demolition sites, tree protection shall be provided by a barrier as shown in Figure 1.
 - (1) Barricade posts and two rails shall be made of two-by-four lumber.
 - (2) Posts shall extend into the ground a minimum of eighteen inches.
 - (3) The barricade shall be a minimum of four feet high with posts spaced no more than six feet apart.
 - (4) Use the DBH of the existing tree to be preserved to determine the distance of the tree barricade from the protected tree.
 - (5) Each side of the barricade shall maintain a minimum distance as specified in Table 1, measured from the perimeter of the tree trunk on all sides.
 - (6) Barricade layout may be adjusted as required to accommodate sidewalks, curbs, buildings, and proposed building footprints.
 - (7) Barricade shall remain in place and maintained throughout the construction process.
 - (8) Only hand tools shall be used within the barricade. Trenching, digging, or grading is prohibited.

Figure 1. Tree barricade specifications.

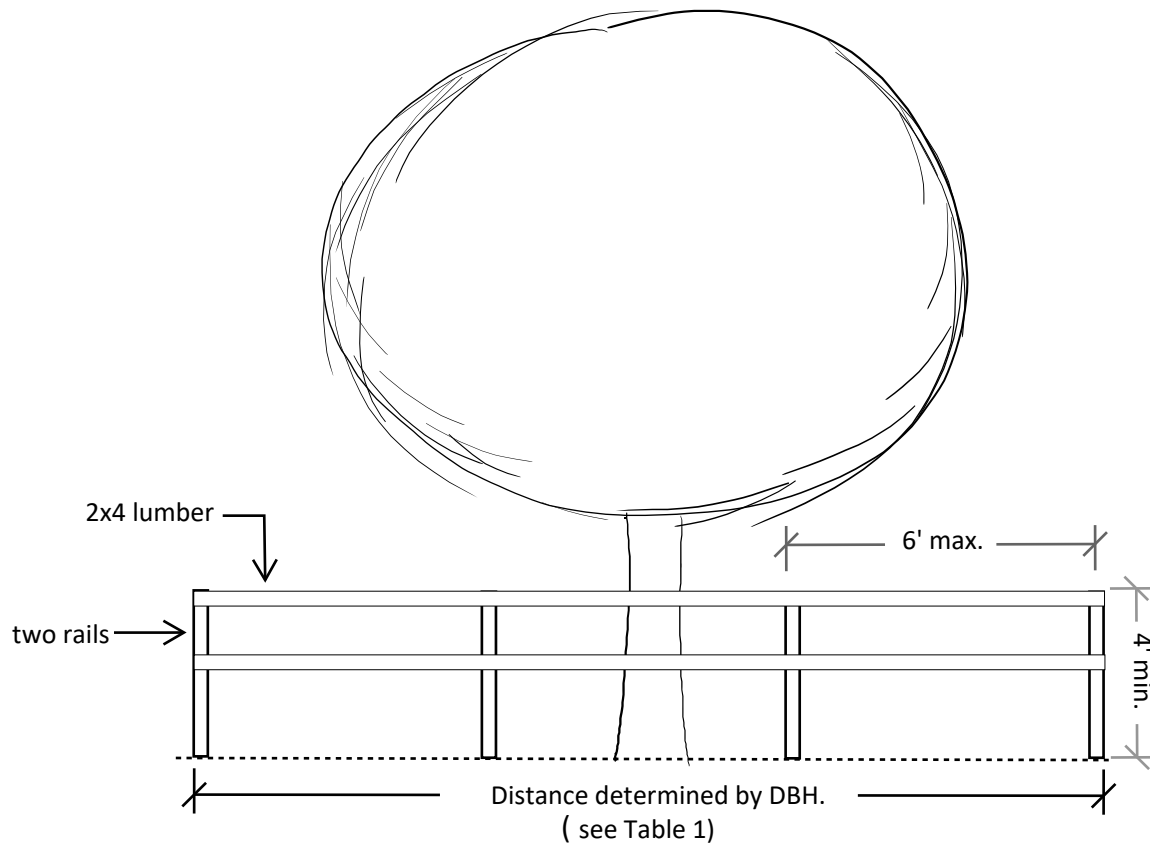


Table 1. Tree barricade distances.

Tree Barricade Distances	
DBH Range	Distance

<u>6"-12"</u>	<u>10'</u>
<u>13"-18"</u>	<u>12'</u>
<u>19"-29"</u>	<u>15'</u>
<u>30"+</u>	<u>20'</u>

- (c) Unless prior approval is granted by the City, the following activities are prohibited within the drip-line of a protected tree or within ten feet of its trunk, whichever is greater:
 - (1) Parking or use of vehicles, equipment, or machinery.
 - (2) Storing or dumping any material or liquids.
 - (3) Construction, excavation, or trenching.
- (d) Permit/inspection boxes, wires, braces, nails, screws, bolts, chains, ropes, lights, antennas, flags, banners, and other similar materials shall not be attached to a tree in a way that the City determines to be injurious to the tree.
- (e) The precautions required in this section may be modified or waived in writing by the City.

Sec. 58-293. - Precautions required for significant grade changes for protected trees.

- (a) Grade changes involving the removal or addition of more than three inches of soil within a protected tree's drip-line or projected drip-line are prohibited. The removal of any soil is prohibited within the drip-line of pine trees. Before any grade changes involving the removal or addition of up to three inches of soil, the property owner or permittee shall:
 - (1) Leave the area within the drip-line at its original grade with terraces by use of dry stacked retaining walls at the drip-line that are constructed to allow for drainage and aeration;
 - (2) Cut roots cleanly and re-trim them after excavation;
 - (3) Cover exposed root system and keep moist;
 - (4) Irrigate tree to compensate for root loss.
- (b) New or expanded stormwater detention and retention areas shall maintain distance from existing trees sufficient to protect their root systems from significant damage. Where possible, retention shall not encroach on the drip-line of protected trees. Detention and retention areas shall remain a minimum of ten feet from protected trees measuring up to eighteen inches DBH and fifteen feet from trees measuring nineteen inches DBH or greater.

Sec. 58-294. - Precautions required for excavation and paving around protected trees.

- (a) Whenever possible, water, sewer, and other underground utility lines shall be routed around the drip-lines of protected trees.
- (b) If compliance with subsection (a) is impossible, then directional boring for the utility shall be routed under the protected tree's root zone to prevent damage to major roots. Mechanical trenching is prohibited.
- (c) Suitable pervious pavement may be placed within the drip-line of a protected tree as long as the tree is not damaged by grade change, soil compaction, or any other cause. There is to be no disturbance to the trunk root flair.
- (d) All hardscapes installed near existing trees must remain a minimum of ten feet from the trunk perimeter.

Sec. 58-295. – Private trees encroaching on rights-of-way.

It shall be the duty of all property owners to keep trees which encroach on rights-of-way pruned so that the views of motorists and pedestrians are not obstructed at intersections, points of ingress and egress, and/or sidewalks. Where proper pruning is not maintained, the City may, after reasonable notice to the property owner, enter upon that property and perform the necessary work. Upon performing such work, the City will charge the property owner for the actual cost and administrative costs as determined by the schedule of fees established by the City Commission. The City may, without notice, prune any portions of privately-owned trees encroaching on rights-of-way that do not require accessing private property.

Sec. 58-296. - Trees on city property.

- (a) The City of Winter Park shall have control of all trees now or hereafter in any park, City right-of-way, easement, or other public place within the city limits, and shall have the power to plant, care for, maintain, remove, and replace such trees.
- (b) It shall be unlawful to move, remove, or damage any tree of any size on City property except as part of official City business and operations.
- (c) Trees on City property, including exempt species, removed without a permit or destroyed or having received major damage as defined in section 58-282 shall be replaced as per applicable sections of this division.
- (d) Trees planted on rights-of-way shall be pruned by the City for clearance over roads and sidewalks, line-of-sight, around traffic signs and signals, streetlights and other public infrastructure. The City does not perform clearance pruning on portions of right-of-way trees which encroach on private property.
- (e) Property owners may request authorization from the City to perform pruning of right-of-way trees at their own cost provided that:

1. Pruning shall retain the natural form of that tree species.

- 2. All tree pruning shall be conducted according to the most current International Society of Arboriculture (ISA) standards, and the most current American National Standards Institute (ANSI) A-300 Part 1 that are hereby incorporated by this reference.

Sec. 58-297. - Trees on private property that impact public facilities.

- (a) Removal or pruning of a tree on private property that poses an unacceptable risk to public property or persons on public property is the responsibility of the property owner. If a City arborist determines that a tree poses an unacceptable risk, the City will send a written notice outlining the work that must be performed. The required work must be performed within thirty days of receipt of the notice.
- (b) Failure to remove or otherwise make safe any tree deemed by the City to pose an unacceptable risk to public property or persons on public property shall constitute a violation of this article. Such violation may result in giving notice to the owner or the agent of the owner an order to correct by removing the entire tree or limb(s). Failure to comply with such an order may result in the City taking the necessary action to remove the tree or limb(s). All costs incurred by the City shall be assessed to the owner of the property plus an administrative fee as established under the City's **Fee Schedule** as determined by the City Commission. Where the full amount due the City is not paid within thirty days after invoicing, such charges shall be declared a lien on the property.

Secs. 58-298—58-320. - Reserved.

SECTION III: That Article V, Division 8 of Chapter 58 of the Land Development Code of the City Winter Park regarding Tree Preservation and Protection is hereby amended to read as follows (~~struckout text~~ indicates deletions; underlined text indicates additions; and non-referenced sections shall remain unchanged):

DIVISION 8. - LANDSCAPE REGULATIONS

Sec. 58-331. - Purpose and intent.

* * *

~~(7) Contributing to the city's reforestation plan~~

(7) Upholding the intentions of the City's Tree Preservation Ordinance and Urban Forest Management Plan.

* * *

Sec. 58-333. – General criteria for all properties.

* * *

~~(4) Mulch: Maintain two to three inches of mulch to help retain soil moisture, prevent erosion and suppress weeds.~~

(4) *Mulch:* Maintain two to three inches of mulch to help retain soil moisture, prevent erosion and suppress weeds. Dyed mulch is not recommended due to [concerns over source material](#). Cypress mulch and inorganic mulch are prohibited.

* * *

Sec. 58-336. – Non-residential and multifamily properties.

* * *

~~(g) *Stormwater retention areas.* Stormwater retention areas not screened from view from any public right-of-way by a building or wall shall be screened by a hedge maintained at a four-foot height installed in a landscape area a minimum of four feet in width. In addition, a cypress tree of at least four-inch diameter shall be planted within the stormwater retention area for each 50 linear feet of the stormwater retention area.~~

(g) *Stormwater detention and retention areas.* Stormwater detention and retention areas not screened from view from any public right-of-way by a building or wall shall be screened by a hedge maintained at a four-foot height installed in a landscape area a minimum of four feet in width. In

addition, a bald cypress tree of at least four caliper inches shall be planted within the stormwater area for each fifty linear feet of the stormwater area.

* * *

Sec. 58-339. – Tree protection and tree removal.

~~The protection and/or removal of existing trees at nine-inch dbh or greater are governed by the city's tree ordinance detailed in division 6, tree removal and protection. Landscape plans prepared for compliance with these regulations shall include the protected trees indicated by type and size and the proposed preservation or removal pursuant to the city's tree ordinance.~~

The protection and/or removal of existing trees at six inches DBH or greater are governed by the City's Tree Preservation Ordinance detailed in Division 6 - Tree Removal and Protection. Landscape plans prepared for compliance with these regulations shall include the locations of the protected trees along with the species and size and the calculations for the proposed preservation or removal pursuant to the City's tree ordinance.

PART II - CODE OF ORDINANCES
Chapter 58 - LAND DEVELOPMENT CODE
ARTICLE V. - ENVIRONMENTAL PROTECTION REGULATIONS
DIVISION 6. TREE PRESERVATION AND PROTECTION

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING ARTICLE V, DIVISIONS 6 AND 8 OF CHAPTER 58 OF THE LAND DEVELOPMENT CODE CONCERNING TREE PRESERVATION AND PROTECTION AND LANDSCAPE REGULATIONS; PROVIDING URBAN FORESTRY, TREE, AND LANDSCAPE REGULATIONS, REQUIREMENTS, PERMIT AND MITIGATION PROCEDURES, AND SETTING FORTH RELATED FEES AND PENALTIES; CLARIFYING AND AMENDING THE AUTHORITY OF THE URBAN FORESTRY DIVISION AND OTHER CITY DEPARTMENTS; PROVIDING SUPPLEMENTAL COMPLIANCE METHODS ENSURING OBSERVANCE OF TREE AND LANDSCAPE REGULATION, REPLACEMENT, MITIGATION, MAINTENANCE, AND BEST PRUNING AND PLANTING PRACTICES.

WHEREAS, the City Commission of the City of Winter Park (the "City") recognizes the importance of preserving and growing the tree canopy within the City and that the City contains many species of native and non-native trees and vegetation of significant size and quality that contribute in a positive way to the environment and City aesthetics; and

WHEREAS, the City recognizes that properly maintained trees and landscaping increase property values, filter air pollutants, maintain the natural ecology, temper the effects of extreme temperatures and climate change, reduce stormwater runoff, mediate erosion of topsoil, and otherwise help create and maintain the distinct identity and visual character of the City; and

WHEREAS, the City finds that the current process to appeal the denial of a tree removal permit application does not allow for consideration of the professional judgement of the City's International Society of Arboriculture (ISA) Certified Arborists, or the decision to uphold such judgement by the Tree Preservation Board and the City Commission

WHEREAS, the City has deemed it necessary to clarify existing regulations and to revise the City's tree preservation regulations and procedures as well as the City's landscaping regulations and procedures, relating to planting, pruning, removal, and replacement of trees as well as ensuring proper care and treatment of private and City trees comprising the City's urban tree canopy and flora;

WHEREAS, the City deems these revisions as necessary to promote community health, safety, and welfare; and

PART II - CODE OF ORDINANCES
Chapter 58 - LAND DEVELOPMENT CODE
ARTICLE V. - ENVIRONMENTAL PROTECTION REGULATIONS
DIVISION 6. TREE PRESERVATION AND PROTECTION

WHEREAS, the City determines that recurring violations of landscaping and tree protection regulations and requirements necessitates that the City explore alternative and cumulative options to lawfully enforce the City's policies set forth herein and to maintain the City's nationally-recognized urban forest; and

WHEREAS, the City desires to strengthen, clarify, and streamline its appellate review processes and procedures regarding tree permit decisions, determinations of violations, and fines assessed relating to tree preservation within the City; and

WHEREAS, in accordance with section 163.3174, Florida Statutes, and section 58-3 of the City Code of Ordinances, the City's local planning agency, which is the designated planning and zoning board, has reviewed and made recommendations as to the amendments set forth herein;

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

SECTION I: RECITALS. The above recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings of the City Commission of the City of Winter Park.

SECTION II: That Article V, Division 6 of Chapter 58 of the Land Development Code of the City Winter Park regarding Tree Preservation and Protection is hereby amended to read as follows (~~struckout text~~ indicates deletions; underlined text indicates additions; and non-referenced sections shall remain unchanged):

DIVISION 6. - TREE PRESERVATION AND PROTECTION^[5]

Footnotes:

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PART II - CODE OF ORDINANCES
Chapter 58 - LAND DEVELOPMENT CODE
ARTICLE V. - ENVIRONMENTAL PROTECTION REGULATIONS
DIVISION 6. TREE PRESERVATION AND PROTECTION

Editor's note— Ord. No. 2724-07, § 1, adopted Oct. 8, 2007, repealed the former Div. 6, §§ 58-281—58-306, and enacted a new Div. 6 as set out herein. The former Div. 6 pertained to similar subject matter and derived from Ord. No. 2492-02, § 1, adopted Dec. 10, 2002; Ord. No. ~~DIVISION 6. TREE~~

~~PRESERVATION AND PROTECTION¹~~

~~2588-04, § 1, adopted June 14, 2004.~~

Sec. 58-281.— Purpose and intent.

~~In recognizing that trees benefit the city by decreasing urban noise and air pollution, conserving energy and soil, minimizing flooding, providing food and cover for beneficial urban wildlife and providing value and stability to business and residential neighborhoods, and recognizing that most species of trees require at least two decades of growth to begin to exhibit such beneficial qualities, it~~The City of Winter Park recognizes the environmental and community resiliency benefits and contributions urban trees provide to our ecosystem, air and water quality, energy conservation, temperature moderation, economic development, aesthetic value, public health and livability. ~~It~~ is the intent of this division to establish policies, regulations and standards necessary to ensure that the city, ~~which has been declared a "Tree USA,"~~ will continue to realize the benefits provided by its urban forest. ~~The provisions throughout the city, on public and private lands, and within rights of this division are enacted to:~~ way.

(1) ~~—The tree preservation and protection policies are intended to achieve the following objectives:~~

Establish and ~~maintain the maximum sustainable amount of tree cover on public and private lands.~~

(2) ~~—Maintain city trees in~~nurture a healthy and non-hazardous condition through good arboricultural practices:

(3) ~~—Establish and maintain appropriate diversity in tree species and age classes to provide a stable and sustainable urban forest.~~

a) (4) ~~—Minimize through fostering biodiversity, productivity, regenerative capacity, vitality and the removal of protected trees, interconnection of our public parks, multi-use trails, and natural systems.~~

(5) ~~—Require compensation for~~Reverse canopy loss through the loss

preservation of protected existing trees in all stages and planting of maturity on public and private property.

¹Editor's note(s)—Ord. No. 2724-07, § 1, adopted Oct. 8, 2007, repealed the former Div. 6, §§ 58-281—58-306, and enacted a new Div. 6 as set out herein. The former Div. 6 pertained to similar subject matter and derived from Ord. No. 2492-02, § 1, adopted Dec. 10, 2002; Ord. No. 2588-04, § 1, adopted June 14, 2004.

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- b) ~~(6) —~~ Preserved diverse tree species appropriate to the community's character and quality of life well into various site conditions found throughout the future city.
- c) Maintain our recognition as a Tree City USA community through adherence to standards set forth by the National Arbor Day Foundation.

(Ord. No. 2724-07, § 1, 10-8-07)

Sec. 58-282. - Definitions.

For the purposes of this division, certain terms or words used herein shall be interpreted as follows:

Caliper shall mean a nursery standard measurement of a tree's trunk diameter as measured at a predetermined point of measurement. Trunk caliper for trees up to four inches shall be measured six inches above the soil line. Trees greater than four inches in caliper shall be measured 12 inches above the soil line. Caliper measurements shall be used when measuring replacement trees.

Canopy coverage shall mean the coverage of a tree, by its limbs and leaves, of the ground below. This area may include trees offsite on adjacent properties or ~~city public rights~~ of-way where limbs and portions of a tree's canopy overhang onto the subject property.

~~City:~~ Canopy tree shall ~~refer~~ mean a tree that typically reaches a height of over thirty feet.

Clear trunk shall mean the measurement from the top of the root ball to the ~~parks and recreation department and building and code enforcement department lowest branch.~~ lowest branch.

Dead tree shall mean a tree with no living cambium, foliage, or buds.

DBH (Diameter at breast height) shall mean a standard measurement of a tree trunk diameter as measured at a predetermined point of measurement. Trunks of existing trees shall be measured at ~~dbh,~~ 4½ ~~four and one-half~~ feet above the soil line. For multi-trunked trees the ~~dbh~~ DBH shall mean the cumulative diameter of the two largest ~~trunks—stems measured at four and one-half feet above the soil line.~~ Measurements ranging between whole numbers shall be rounded up to from half an inch and above.

~~Dead or beyond recovery~~ shall mean more than 50 percent of the tree is dead, is a hazardous tree as defined herein, or in a state of irrecoverable decline.

~~Deteriorated tree or deterioration~~ shall mean a tree which is degenerated or damaged by a biological pathogen or pest to the point of the death of the tree is imminent.

Drip-line shall mean a vertical line from the horizontal extremity of the canopy of a tree to the ground. For trees with canopies set off-center, the drip-line ~~will be~~ is projected based on the average diameter of the existing drip-line using the center of the tree trunk as its point of origin.

~~Exempt trees~~ are trees that do not require a permit for removal (see list in subsection 58-284(a)). ~~Exempt trees may not be used to calculate required canopy and may not be used as replacement trees.~~

~~Hazardous tree:~~ A tree irreparably diseased or presents a danger of falling that cannot be controlled or remedied through reasonable preservation and/or preventative procedures and pesticides such that the public health or safety requires its removal.

~~Major root is improper pruning~~ shall include but not be limited to poor pruning techniques such as flush cutting, stub cutting, topping, heading, thinning, lion's-tailing, and over-lifting.

~~Landmark tree~~ shall mean any live oak or bald cypress in fair to excellent condition measuring thirty inches DBH or greater.

~~Major damage~~ shall mean improper pruning, root damage, mechanical damage, poisoning, or any other irreparable harm inflicted upon a tree as determined by a City arborist will result in significantly a reduced lifespan or death.

~~Major root~~ shall mean any root that is one-fifth or larger than the size of a tree's trunk measured at dbhDBH.

~~Protected tree~~ shall mean any self-supporting woody or fibrous perennial plant of a species that normally grows to a mature height of 25 feet or greater and has a tree trunk dbh of nine inches or greater and is not an exempt tree. The term "protected tree" shall also apply to any replacement tree, any non-exempt tree that is represented in a planning document for the purposes of securing an approved building or demolition permit and all trees on city property. ~~tree measuring at least six inches DBH, any replacement tree or any tree of any size, on City property.~~

~~Pruning~~ shall mean removing or reducing tree branches and/or limbs to benefit the overall health and safety of a tree. Pruning shall be done according to current standards established by the National Arborists Association (NAA), ~~most recent editions of~~ the International Society of Arboriculture (ISA), ~~Best Management Practices – Pruning,~~ and the American National Standards Institute (ANSI) A-300.

~~R-A300 Part 1 and R-2 refer to Land Development Code, see sections 58-66 and 58-67. — Pruning.~~

~~Removal of a tree~~ shall mean either actually removing a tree from the ground in which it grew, transplanting a tree, or effectively removing a tree through damage to the trunk, topping, damaging, or removinginflicting major limbs, roots, or enough canopy volume so that the tree dies, declines beyond recovery, or becomes a hazard to public safety and must be removeddamage.

~~Replacement tree~~ shall mean any tree planted as a condition of approval of a tree removal permit or as may be required to meet the conditions of this division.

~~Right-of-way:~~ shall mean land in which the city owns the fee or has an easement devoted to or required for use as a transportation facility or street.

~~Residential~~ shall refer to R-1 zoned land use codes within the Land Development Code (sec. 58-65).

~~Root pruning~~ shall mean the process of cutting roots prior to mechanical excavation near a tree.

~~Root zone~~ shall mean the area starting from a tree's trunk to equal to a minimum distance of 2.5two and one-half times a tree's drip-line.

~~Shade tree~~ is a tree that typically reaches a height of over 25 feet and has an average dbh of nine inches or larger (see section 58-288).

~~Size~~ shall mean as determined by a tree's dbhDBH or caliper as defined in this section as defined in this section.

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~~Stop work order shall mean a written notice requiring all work to cease, stating the reason(s) reasons for stoppingstoppage. Stop work, in writing, orders shall be given to the owner of the property, or to his owner, their agent, or to the person doing the work, or a notice posted aton the property upon whichwhere tree work is occurring or trees are being performed requiring that all work cease. damaged.~~

~~ToppingTop main root shall mean the removal of 25 percent or more of a tree's canopy.~~

~~Tree banking isuppermost major root emerging from the base of a tree's trunk, transitioning from the planting of replacement tree(s) prior to trunk into the removal of a specific protected tree(s) (see section 58-291)- root system.~~

~~Tree protection area shall mean an area surrounding a tree encompassed by a tree's drip-line or projected drip-line.~~

~~Tree protection barrier shall mean a suitable structure as installed as close as possible to the perimeter of the tree protection areadrip line prior to construction, land clearing, or demolition (see section 58-292)-(sec. 58-292).~~

~~Trunk root flare isshall mean the swelling at the base of a tree trunk that increases the trunk diameter.~~

~~Unacceptable risk shall mean a tree which poses a risk of moderate or higher where removal is the only means of practically mitigating its risk below moderate, as determined by tree risk assessment procedures outlines in the most recent edition of the International Society of Arboriculture's (ISA) Best Management Practices – Tree Risk Assessment.~~

~~Understory tree isshall mean a tree that typically does not reach a height above 25thirty feet and is shown on the list of understory trees-.~~

~~.(Ord. No. 2724-07, § 1, 10-8-07; Ord. No. 2895-12, § 1, 11-26-12)~~

Sec. 58-283.- - Establishing duties and authority.

~~(a) — Parks and recreation department. (a) The parks and recreation departmentUrban Forestry Division is delegated the following authority:~~

- ~~(1) To jointly work with the building and code enforcement departmentBuilding & Permitting Services Department in administering the provisions of this division including, but not limited to, technical and advisory support.~~
- ~~(2)(2) To grant or deny, in whole or in part, tree removal permits.~~
- ~~(3) To oversee the implementation of the Tree Preservation Ordinance through the administration and operation of the Urban Forestry Division.~~
- ~~(4) To waive or modify all or some of the requirements of this division in the case of a hurricane, tornado, severe rainstorm, or other emergency.~~
- ~~(35) To regulate and supervise trimmingpruning or removal of trees in the public rightrightsof-ways and on city City property. (See sections 58-297—58-299)~~

-
- (6) ~~To issue a stop work order at a site if unauthorized tree work is occurring or if trees are being damaged through construction or other potentially harmful activity.~~
- (7) ~~To require immediate removal of any tree that poses an unacceptable risk to public property or persons on public property.~~
- (8) ~~To oversee the City's Utility Vegetation Management Program in coordination with the Electric Utility Department.~~
- (b) ~~The Building and code enforcement department.~~ The building and code enforcement department & Permitting Services Department is delegated the following authority:
- (1) To require that a tree removal permit be obtained with; building, demolition, site development, foundation work, and other construction activity permits, where removal of a protected tree is requested.
- (2) ~~To process and evaluate tree removal permit applications for compliance with this division.~~
- (3) ~~To place conditions on the issuance of construction, demolition, or other land development permits when recommended as a condition of a tree removal permit approval by the tree preservation board, planning and zoning board or the city commission.~~
- (4) ~~To require certain site plan criteria and photographic documentation be included with issuance of a building permit must include an accurate site plan and clear photograph(s) of existing tree(s) on site in accordance with subsection 58-286(b)(1)d.~~
- (5) ~~To issue a stop work order at a site if unauthorized tree work is occurring.~~
- (6) ~~To require immediate removal of any protected tree that is determined to be dead or beyond recovery or hazardous and to allow the arborist code enforcement officer to determine compensation if any.~~
- (7)(3) To grant a building setback encroachment up to a maximum distance of ten feet into a required setback area in order to preserve a protected tree ~~based on the need for the relocation of the proposed building or addition to accomplish tree preservation and as approved by the building and code enforcement official. The city.~~ The City shall require a letter of approval from the affected abutting property owner(s) as a condition of approving the setback encroachment. ~~Criteria for granting a variance as listed in section 58-88 of this Code shall also be considered when reviewing the proposed setback encroachment.~~
- (c) ~~The Planning and zoning board and city commission.~~ & Zoning Board is delegated the following authority:
- (1) ~~To make formal recommendations to the City Commission on any proposed changes to the Land Development Code, which includes the Tree Preservation Ordinance.~~
- (2) Any protected trees approved for removal or protection by the ~~planning and zoning board~~ Planning & Zoning Board or ~~city commission~~ City Commission shall not subsequently need approval from the ~~city~~ City or the ~~tree preservation board~~ Tree Preservation Board, except for the administrative processing of a permit to verify approval by the respective board or commission. Prior to granting any tree removal request on appeal or otherwise, if the ~~tree preservation board~~ Tree Preservation Board rendered any decision with regard to tree removal or protection on a property that later comes before the ~~planning and zoning board or city commission~~ Planning & Zoning Board or City Commission, then that decision and related information of that decision shall be transmitted in writing to the respective board or commission.

(d) — The Tree preservation board.

(1) — ~~The tree preservation board is appointed by the city commission and will consist of seven members and one alternate, with one member each from the planning and zoning board, the board of adjustments, the parks and recreation board; and four citizens at large. All board members appointed by the city commission must be residents of the City of Winter Park. The director of parks and recreation and the building/code enforcement director~~Preservation Board shall serve as ex officio members. Members from the respective three boards shall be chosen by those boards ~~be delegated the following authority:~~

(2) — ~~The term of each member shall be as provided in section 2-48, and the provisions in sections 2-46 through 2-49, and section 2-68 are incorporated herein by reference and shall control the operation and procedures for this board.~~

(1) ~~(3)~~ — ~~Applicants for tree removal permits may appeal to the tree preservation board~~Tree Preservation Board any denial of an application or any of the conditions attached to the approval of a tree removal permit as outlined in this division prior to any protected tree removal. The ~~tree preservation board~~Tree Preservation Board may affirm, reverse, or modify the decision of the ~~director~~Director of ~~parks and recreation~~Parks & Recreation or ~~building and code enforcement department~~their designee to deny an application or ~~to strike conditions of the permit application.~~

(4) — ~~The tree preservation board may recommend the modification of building plans and/or that the applicant petitions the board of adjustments for a variance in order to preserve protected trees, as long as the modification does not result in a violation of applicable zoning, or building codes, except as provided for in subsection 58-283(c).~~

(5) — ~~The tree preservation board may hear and decide appeals of tree removal applications denied and/or appeals of conditions of approval for approved tree removal permits.~~

(6) — ~~The tree preservation board may waive up to a maximum of five parking spaces in multi-family residential and nonresidential parking lots for the purposes of preserving existing protected trees.~~

~~(2)~~ (7) — ~~The tree preservation board may~~To make formal recommendations to the Planning & Zoning Board on any proposed changes to the Tree Preservation Ordinance.

~~(3)~~ To periodically conduct educational programs and/or publish educational material as to the importance of trees to the City ~~of Winter Park~~ and the requirements of this division.

(Ord. No. 2724-07, § 1, 10-8-07; Ord. No. 2843-11, §§ 3.b.A., 3.c.B(1)—(3), 6-13-11; Memo of 2-22-12(Att. 3.c.B(1)—(3)))

Sec. 58-284. — Tree removal permits.

(a) ~~(a)~~ — ~~Exempt trees. No~~ Unless on City property or near shorelines and waterways (sec. 114-6), no permit shall be required to remove the following types of trees:

Citrus

Ear (Enterolobium species);

Camphor (Cinnamomum camphora);
Chinaberry (Melia azedarach);
Mulberry (Morus species);
Cajeput punk or Melaleuca trees (Melaleuca quinquinervia/leucadendra);
Palm;
Australian Pine (Casuarina species);
Australian Silk Oak (Grevillea robusta);
Chinese Tallow (Sapium sebiferum);
Brazilian Pepper (Schinus terebinthifolius);

Any tree found on the most recent edition of the Florida Invasive Species Council's List of Invasive Plant Species;

palms;

fruit trees;

any tree with a dbhDBH less than ninesix inches, as long as the tree was not planted as including replacement tree-trees;

protected trees that have fallen due to acts of nature such as storms, fire, or natural decay.

- (b) ~~Trees requiring tree removal permits. It~~ Unless preempted by Florida statutes, it shall be unlawful to cut down, destroy, improperly prune, remove, top, or move any protected or replacement tree, ~~or to authorize or undertake the cutting downremoval, destruction of, removal of, topping of, improper pruning, moving, or damaging of, or damage to, major roots of~~ any protected or replacement tree within the city, without prior issuance by the cityCity of a tree removal permit approving the act(s), or acts, ~~or a removal authorizationas otherwise authorized~~ by the cityCity, as further described in this division; ~~provided, however, that these requirements do not apply to trees specifically designated as exempt from this division in section 58-284.~~

Exception: The removal of protected trees that fall or the removal of limbs of protected trees which have fallen due to acts of nature such as storms, fire or natural decay shall not require a tree removal permit.

For all properties, any protected tree, excluding those exempted in subsection 58-284(a) or (b), shall require a permit prior to removal.

Removal of any protected tree that is determined to be dead, beyond recovery or hazardous by the city shall require a tree removal permit except as provided herein. In case of an emergency a tree may be removed as authorized by the city. (See section 58-283)

(Ord. ~~(C)~~ No. 2724-07, § 1, 10-8-07; Ord. ~~No.~~ 2895-12, § 1, 11-26-12)

~~Sec. 58-285. Criteria for issuance of tree removal permits.~~

- (a) Each application for a tree removal permit shall be reviewed and a decision rendered on approval or denial (in whole or in part) on the basis of ~~the following criteria~~tree assessment standards set

forth in the most recent edition of the International Society of Arboriculture Best Management Practices – Tree Risk Assessment and ANSI A300 Standards for Tree Risk Assessment, including any amendments thereto. Additional considerations may include but are not limited to:

(1)–

(1) The health of the tree, i.e. whether(s).

(2) Canopy coverage and available planting space on the tree is deemed dead lot.

(1)(3) Active damage to structures or beyond recovery, deteriorated or hazardous, hardscapes which the City determines cannot be mitigated through lesser measures such as limb or root pruning.

(2)–The topography of the land and the effect of the tree removal upon erosion, soil retention and the diversion or increased flow of surface waters.

(3)–The number, species, size, location and canopy of existing trees in the area and the effect the removal would have upon shade, sunlight, privacy, scenic beauty, wildlife, noise, air quality, wind, health, safety, prosperity, historic values and general welfare of the area and the as a whole.

(2)(4)–(4)–Whether structural improvements have been structures were designed and located to minimize the removal of protected trees.

(3)(5)–(5)–The denial of the permit would create an unreasonable hardship on the property owner by severely limiting the use of the property in a manner not typically experienced by owners of similarly zoned and situated properties. A minor reduction of the potential number of residential units or building size due to the tree location does not represent a severe limit of the economic enjoyment of the property.

(4)(6)–(6)–The applicant has demonstrated to the satisfaction of the cityCity that there are no reasonable alternatives to preservepreserving the tree(s).

(7)–Such other criteria or factors as the city deems to be reasonable under the circumstances.

(b)–No tree removal permit or other removal authorization as provided in this division may be issued for an historic tree without a written determination by the city that said tree is dead or beyond recovery, hazardous, or deteriorated. However, denial of a tree removal permit or removal authorization for a historic tree may still be appealed by the property owner(s) as provided in this division in subsection 58-286(d).

(d)–Unless otherwise permitted by the relevant federal and/or state authorities, no permit shall be granted for the removal of any tree that contains active nests of migratory birds, bird species listed as species of special concern, rare, threatened, or endangered by the Florida Fish and Wildlife Commission, or which are a breeding area for a colony of birds.

(e)–If a person or entity is removing a tree on an occupied residential property without a permit on the basis that such tree poses an unacceptable risk to persons or property, the property owner and person or entity removing such tree must have in their respective possession at the time of removal supporting documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect finding that such tree poses an unacceptable risk to persons or property (“Tree Risk Assessment Documentation”). The Tree Risk Assessment Document must have the credentials, name, address, telephone number and certification signature of the professional that issued the Tree Risk Assessment Documentation and must conform to tree risk assessment procedures as outlined in the International Society of Arboriculture’s (ISA) Best Management Practices – Tree Risk Assessment. A copy of the Tree Risk Assessment Documentation must be kept onsite where and when the tree is being removed and displayed in a place clearly

visible from the public right-of-way. Upon request, the person or entity performing the removal of the tree must present the Tree Risk Assessment Documentation to any City officer, employee, or contractor requesting to review such documentation. Within ten days after the commencement of the removal of the tree, the property owner shall deliver the Tree Risk Assessment Documentation to the City's Urban Forestry Division. Failure to comply with this subsection or any part thereof constitutes a violation of this code, for which the property owner and any agent, contractor, consultant, or other entity causing or advocating for such removal of such tree may be held jointly and severally liable.

(Ord. No. 2724-07, § 1, 10-8-07)

Sec. 58-286-285. - Tree removal permit procedure.

- (a) *When no construction or demolition is involved.* Applications for tree removal permits shall include:
- (1) A Remittance of a tree removal permit fee of an amount established by the city commission; and City Commission in the Fee Schedule; and
 - (2) An accurate site plan drawn (hand-drawn site plan may be acceptable) to scale indicating depicting which protected tree(s) trees are proposed to be removed, depicting for removal, with the location locations, common and/or scientific botanical names, and sizesizes.
 - (3) All A photograph of the protected trees petitioned proposed for removal are to.
 - (4) Trees requested for removal shall be marked on site in a harmless way with flagging and noted accordingly on the site plan. Paint shall not be used for marking protected trees.
 - (45) Application forms may also request require information regarding reasons for tree removal and other specifics as determined by the city City.
 - (6) Trees requested for removal with trunks that originate from two or more adjacent properties shall require the written consent of all property owners.
- (b) *When construction or demolition involving other permitting is involved.*
- (1) In addition to the requirements of subsection 58-286(58-285(a), applications relating to or arising out of new building construction, renovation, demolition, or site work permits, or renovations requiring construction permits shall include an accurate site plan drawn to scale indicating the square footage of the site, the square footage of the proposed building area, the square footage of the existing tree canopy and the square footage of the tree canopy requested for removal proposed building area(s). The site plan shall depict any proposed grade changes and a plan view of actual protected tree(s) and protected tree canopies trees on site including:
 - a. The property lines and footprint of existing structures; and.
 - b. The existing and proposed grades; and.
 - c. Proposed additions to existing buildings, proposed new buildings, structures, and other impervious surfaces, such as but not limited to sidewalks, pool decks, patios, fences, walls, driveways, parking areas, storm water stormwater retention areas, overhead, and underground utilities, and other physical improvements.

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~~d. —A photographic survey and record of all protected trees on the site taken at ground level (from multiple angles) with the trees proposed to be removed, clearly marked and indicated on the photographs, depicting existing conditions.~~

(2) Incomplete or incorrect applications that require additional site visits by City staff shall require an additional fee equal to the original permit fee for each subsequent visit.

(c) *Removal voids ~~appeals~~appeal process.*

(1) Removal of any protected ~~tree~~tree requested on ~~the~~a tree removal permit application is regarded as the applicant's acceptance of the conditions for removal as stated on the application, and voids any ~~appeals~~appeal.

(2) Except ~~in the event of an emergency, as allowed under subsections 58-283(a)(4) and 58-284(e),~~ removal of a protected tree without a permit, ~~except as allowed under subsection 58-283(a)(2),~~ shall make void any ~~appeals~~appeal as provided in this division.

(d) *~~Appeals.~~*

(1) Upon denial, ~~in whole or in part,~~ of ~~ana tree removal permit~~ application, or conditions placed ~~thereon for on the approval of~~ a tree removal permit, the grounds for such action shall be given to the applicant in writing. Applicants may appeal the denial decision or specific conditions placed on the approval.

(2) Following the receipt of a written request to appeal a denial of a tree removal permit or a request to appeal conditions placed on the approval of a tree removal permit, ~~the tree preservation board~~Tree Preservation Board shall consider the appeal within ~~30~~thirty calendar days or as soon as possible thereafter and make a final decision. The final decision of the ~~tree preservation board~~Tree Preservation Board shall be sent to the applicant by certified and regular mail within ten days.

(3) The applicant may appeal the decision of the ~~tree preservation board~~Tree Preservation Board to the ~~city commission if a further appeal is filed~~City Commission within ~~15~~fifteen days of the date of the decision by the ~~tree preservation board~~Tree Preservation Board. The ~~commission~~City Commission may reverse, modify or uphold the decision of the ~~tree preservation board~~Tree Preservation Board at its next available ~~regular~~regularly scheduled meeting or at a later meeting if requested by the applicant or the ~~city~~City.

(4) ~~If the city commission upholds the decision of the tree preservation board to deny granting a tree removal permit, then the applicant may ultimately remove the subject tree(s) after a 60-day period and after notification of the intent to remove the subject tree(s) at the end of the 60-day waiting period in writing. Replacement compensation shall be provided in accordance with the replacement compensation required in subsection 58-287(2). Removal of subject tree(s) prior to the end of the 60-day period shall require the same compensation as an unpermitted tree removal. (See section 58-299).~~

(4) The City Commission's final decision constitutes the end of the appeal process. If the Commission upholds the denial, the tree(s) may not be removed.

(5) Trees on City property are not eligible for the appeals process.

(e) *Time for processing tree removal permit applications.*

(1) Notice of ~~an~~incomplete or inaccurate ~~applications~~application shall be given to the applicant within seven working days of the receipt of the application.

(2) Each application shall ~~either~~be approved, approved with conditions, denied, or returned to the applicant, requesting further action on the application within ~~14 working~~fourteen ~~business~~ days of the receipt of a complete application.

(f) *Duration of tree removal permit. Each*

- (1) ~~Unless associated with new building construction, renovation, demolition, site work, or other construction permits, each~~ tree removal permit shall remain in effect for one year from the date of issuance. If the action approved in the permit is not completed within the permit's effective date, ~~then the permit is void and~~ a new tree removal permit must be obtained ~~and the existing~~ before any tree removal permit is void occurs.
- (2) All conditions for removal, except financial compensation ~~to the City~~ which is required at the time a permit is approved in accordance with subsection ~~58-287(e), are to 58-286(d)(1), shall~~ be met within 30 days of the tree removal date unless an extension is documented on an approved permit. Extensions of no longer than one year from date of removal may be considered on a case by case basis. ~~Extension requests not included on an approved permit must be submitted to the city in writing to include an explanation of the reason for the extension. Compliance with conditions for removal must be confirmed by contacting the city for an inspection.~~

(g) *Transfer of tree removal permit.*

- (1) ~~A tree removal permit including all conditions may be transferred from the original permit holder to any subsequent property owner to which the permit pertains subject to the conditions of this section.~~
- (2) ~~Requests for transfer of a tree removal permit must be submitted to the city in writing, verifying that no conditions have changed on the property that would affect the continued approval of the permit and must include all information (site plan, conditions, etc) related to the original approval of the permit.~~
- (3) ~~The property owner holding the tree removal permit is responsible for the transferring of the permit to the new owner and any transfer fees established by the city commission.~~
- (4) ~~The property owner holding the tree removal permit shall not be relieved of liability for the conditions of the tree removal permit unless the existing permit is cancelled by the city and a new permit is obtained.~~
- (5) ~~The new property owner is bound by all terms and conditions of the tree removal permit.~~

- (3) ~~(h) Posting of approved permit. Approved tree removal permits are to be posted on site, legible and visible from the street prior to commencement and throughout completion of work. Tree removal permits associated with new building construction, renovation, demolition, site work, or other construction permits shall remain in effect through the duration of the associated building project. All conditions for removal shall be met before final building inspection.~~

~~(Ord. No. 2724-07, § 1, 10-8-07; Ord. No. 2895-12, § 1, 11-26-12)~~

Sec. Sec. 58-287-286. - Tree replacement removal permit mitigation and financial compensation requirements.

- a) ~~Conditions~~ Requirements for approval of a tree removal permit shall include tree replacement, ~~and/or~~ financial compensation ~~or a combination of tree replacement and financial.~~

a)b) Protected trees deemed by the City to be dead by natural causes shall not require mitigation or compensation. At the City's discretion, photographic evidence may be accepted as proof that a tree is dead. A visual inspection for a tree removal permit application may be required.

b)c) Tree ~~replacement~~ removal mitigation may be made in the form of planting replacement ~~tree(s)~~ trees on the subject property or other private property within city limits or public property with ~~city~~ City approval in accordance with the following criteria:

(1) ~~Tree replacement.~~ Protected trees of any dbh requested to be removed because they are deemed to be dead or beyond recovery, hazardous, or deteriorated shall be replaced with one approved replacement tree having a minimum caliper of three inches.

Protected trees requested to be removed and not deemed to be dead or beyond recovery, hazardous, or deteriorated shall be replaced with one approved replacement tree or trees as follows:

- 1) a. ~~Replacement Mitigation for the removal~~ of protected trees shall require replacement by ~~one or two~~ approved canopy trees. ~~Removed trees with a dbh equal to or greater than three inches based on the caliper inch measurement of the tree to be removed. If the dbh of the tree to be removed is less than 19 inches, then one replacement tree is required to be replanted. If the dbh of the tree to be removed is 19 inches, then measuring from six to eighteen DBH inches shall require one replacement tree. Trees measuring nineteen DBH inches and above shall require two replacement trees are required to be replanted.~~
- 2) b. ~~Multiple~~ Landmark trees shall require replacement by six replacement trees.
- 3) Canopy trees planted as replacement trees shall have a minimum size of three caliper inches.

At the City's discretion, understory trees may be approved as replacement trees with a cumulative caliper of in appropriate locations at least six inches and shall be planted on the same property where the tree was removed.

- 2)4) c. ~~No single replacement shade tree shall have a caliper of less than three inches. No single replacement a rate of two understory tree, if approved, shall have a caliper of less than two inches. trees per one canopy tree.~~
- 3)5) d. ~~If understory~~ Understory trees are approved planted as replacement, ~~the trees shall have a minimum size of two caliper inches required shall be double that required when using approved shade trees.~~
- 6) e. ~~The caliper of multi-trunk trees shall be determined by the container size or root ball diameter, in accordance with the most recent edition of Florida Grades and Standards for Nursery Plants. If the root ball diameter is smaller than the container size, the root ball diameter shall be determinant.~~
- 4)7) Any tree removed from removal which renders a property not zoned for one- or two-family dwellings that removes the property's compliance with the division non-compliant with the Division 8 landscape regulations- Landscape Regulations, must be replanted on the same property, where the tree removal took place.
- 8) f. ~~Hedge shrubs, including but not limited to podocarpus, viburnum, ligustrum, and clusia, shall not count towards mitigation requirements.~~
- 9) Trees improperly pruned or pruned as topiaries shall not count towards mitigation requirements.
- 5)10) Replacement trees ~~may~~ shall not count toward meeting the planting requirements of division Division 8 -Section 58-336, landscape regulations- for non-residential properties.

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(Supp. No. 66, Update 1)

~~6)11)~~ g. — All replacement trees shall adhere to the current guidelines established by the ~~Florida Grades and Standards for nursery-grown trees and must be most recent edition of~~ Florida Grades and Standards for Nursery Plants and shall be Florida #1 or Florida Fancy grade ~~#1 or better~~. Replacement trees shall be installed with their top main root one inch above the surrounding grade.

~~7)12)~~ h. — Replacement ~~tree(s)~~ trees shall be maintained and ~~warranted~~ warranted to survive for a period of one year from installation. Trees not deemed to have satisfactorily survived shall be replaced with new ~~tree(s)~~ trees of the same ~~or larger caliper~~ size. Replacement ~~tree(s)~~ trees shall comply with the same maintenance and replacement warranty as the original replacement ~~tree(s)~~ trees and the new warranty period will restart at the date of replanting. ~~In the event that a tree planting is approved on public property or city rights-of-way, maintenance fees as established by the city commission may be assessed as part of the permit process.~~

~~8)13)~~ i. — Minor deviations regarding the required replacement trees in this section may be determined by the ~~city~~ City based on the condition of the ~~tree(s)~~ trees being removed and other conditions that exist on the subject property. Minor deviations shall include considering any adjustments in the required tree replacement based on existing conditions on the property such as existing tree canopy coverage of the property, topography, space available for planting, or similar criteria.

~~(2)~~ —

d) Financial compensation.

1) Caliper inches not planted as replacement trees ~~are to~~ shall be compensated by payment ~~to~~ into the ~~tree replacement trust fund. Tree Replacement Trust Fund. Each caliper inch of assigned mitigation shall constitute an equal percentage of the total DBH inches removed.~~ Compensation shall equal the rate per ~~caliper~~ DBH inch set by the ~~city commission~~ City Commission in the ~~schedule of fees multiplied by the caliper inches of protected~~ Fee Schedule.

Landmark trees removed.

~~9)2)~~ a. — Compensation ~~is~~ shall require triple the rate of compensation established in the ~~schedule of fees and shall be dispersed per section 58-289 "tree replacement trust fund."~~ Fee Schedule.

3) b. — ~~The City may disperse funds into the Tree Replacement Trust Fund (sec. 58-288).~~

~~10)4)~~ A stop work order may be issued for any development or active construction project until all applicable permit compensation conditions are satisfied.

~~11)5)~~ c. — The certificate of occupancy or certificate of completion shall not be issued for any development until all applicable permit conditions have been satisfied.

d. — A tree removal permit shall not be issued until the required financial compensation for removal is paid.

e. — When more than one tree is permitted to be removed, the total dbh of the protected trees to be removed shall provide the basis for compensation.

(Ord. No. 2724-07, § 1, 10-8-07; Ord. No. 2895-12, § 1, 11-26-12)

Sec. 58-288. ~~287.~~ - Recommended shade and understory ~~tree~~ species to use as replacement trees.

Understory trees shall not be used as replacement trees except as indicated in section 58-287-
~~Camphor (Cinnamomum camphora) trees~~286. Palms and trees on the most recent edition of the Florida
 Invasive Species Council's List of Invasive Plant Species shall not be used as replacement trees.

~~Note: Others approved~~The City may approve other species on a case-by-case basis.

SHADECANOPY TREES-

UNDERSTORY TREES

BOTANICAL NAME	COMMON NAME
Acer rubrum	Red Maple maple
Betula nigra	River Birch birch (Duraheat)
Liquidambar styraciflua Celtis laevigata	Sweetgum Sugarberry
Carya glabra	Pignut hickory
Handroanthus heptaphyllus	Pink trumpet tree
Juniperus virginiana	Southern red cedar
Liriodendron tulipifera	Tulip poplar
Magnolia grandiflora	Southern Magnolia magnolia
Quercus hemisphaerica Magnolia virginiana	Darlington oak Sweet bay magnolia
Quercus laurifolia Nyssa sylvatica	Laurel oak Blackgum
Quercus nigra Pinus elliottii	Water oak slash pine
Pinus palustris	Longleaf pine
Platanus occidentalis	Sycamore
Quercus phellos austrina	Willow Bluff oak
Quercus shumardii germinata	Shumard Sand live oak
Quercus virginiana	Live oak
Taxodium distichum	Bald cypress
Ulmus Ulmus alata	Winged elm
Ulmus parvifolia 'Allee'	Allee elm

BOTANICAL NAME	COMMON NAME
Callistemon citrinus	Bottlebrush
Callistemon viminalis	Weeping bottlebrush
Elaeocarpus decipiens	Japanese blueberry
Eriobotrya japonica	Loguat
Handroanthus chrysotrichus	Golden trumpet tree
Ilex cassine	Dahoon holly
Ilex vomitoria	Yaupon holly
Ilex vomitoria 'Pendula'	Weeping yaupon holly
Ilex x attenuata 'Eagleston'	Eagleston holly
Lagerstroemia indica	Crape myrtle
Magnolia grandiflora 'Little Gem'	Little Gem magnolia
Myrcianthes fragrans	Simpson's stopper (tree form)
Prunus angustifolia	Chickasaw plum

UNDERSTORY TREES (For their limited uses see section 58-287)

BOTANICAL NAME	COMMON NAME
Aesculus pavia	Red-buckeye
Cercis canadensis	Red-bud
Chionanthus retusus	Chinese fringe tree
Chionanthus virginicus	Fringe tree
Cornus Florida 'Weavers White'	Weavers White flowering dogwood

Elaeocarpus-deci-piens	Japanese-blueberry-tree
Ilex-cornuta-'Burfordii'-tree	Burford-holly-tree
Ilex-cassine	Dahoon-holly
Ilex-x-latifolia	Luster-holly
Ilex-vomit-oria	Yaupon-holly
Ilex-vomit-oria-'Pendula	Weeping-yaupon-holly
Ilex-x-'Nellie-R.-Stevens'	Nellie-R.-Stevens-holly
Lagerstroemia-indica	Grape-myrtle
Ligustrum-japonicum-tree	Ligustrum-tree
Parkinsonia-aculeate	Jerusalem-thorn
Podocarpus-macrophyllus	Yew-podocarpus
Prunus-campanulata	Taiwan-cherry
Prunus-umbellate	Flatwoods-plum
Pyrus-Kawakamii	Evergreen-pear
Viburnum-obovatum	Walter's-viburnum
Vitex-agnus-castus-'Shoal-Creek'	Shoal-Creek-chaste-tree

(Ord. No. 2724-07, § 1, 10-8-07)

Sec. 58-289-288. - Tree replacement trust fund. _____

- (a) There is hereby created a ~~tree-replacement-trust-fund~~ Tree Replacement Trust Fund. All funds collected as tree replacement fees shall be administered by the ~~director~~ Director of ~~parks~~ Parks and ~~recreation~~ Recreation or ~~their~~ designee.
- (b) Disbursements from the ~~tree-replacement-trust-fund~~ Tree Replacement Trust Fund shall be made only for the following purposes:
- (1) ~~_____~~ Purchasing trees for planting and any associated costs in accordance with the city's ~~city's~~ City's tree planting program; ~~or~~ _____
- (2) ~~_____~~ For educational Pruning and care of trees planted on City property.
- (3) Educational and community outreach purposes as provided in subsection 58-283(d)(7)-related to trees.
- (3) ~~_____~~ 4) Protection of trees and enforcement of this division.
- (c) ~~Fees for the tree replacement trust fund are established by the city commission in the schedule of fees.~~
- (d) ~~Fees for the tree replacement trust fund shall be reviewed annually by the city commission to reflect cost of living adjustments and/or market conditions and may be modified by approval of the city commission. In establishing fees, the city shall consider the cost of material, labor, transportation, planting, watering and mortality rate of replacement trees.~~
- {

(Ord. No. 2724-07, § 1, 10-8-07; Ord. No. 2724-07, § 1, 10-8-07; Ord. No. 2895-12, § 1, 11-26-12)

Sec. 58-290. ~~289.~~ - Responsibilities for costs, fees, or fines.

- (a) Any property owner, or their agent or representative, including without limitation ~~any~~ contractor, consultant, or subcontractor, other entity who applies for a tree removal permit on behalf of a property owner or, who on behalf of a property owner removes a tree or otherwise violates this division of the Code without appropriate permits ~~or city, City~~ approval, or documentation complying with state statutes is jointly and severally liable with the property owner for resulting costs, fees, or fines. The city may pursue, in its sole discretion, one or more liable parties to recover said costs, fees, or fines.
- (b) Any person or entity who is liable for unpaid costs, fees, or fines under this division is subject to the placement of a "stop work" order on any project involving said person or entity until such time as the costs, fees, or fines are paid and ~~such is~~ certified as having occurred paid by the city. No person or entity who is liable for unpaid costs, fees, or fines under this division shall be entitled to obtain or perform work under any other permits until such time as the costs, fees, or fines are paid and ~~such is~~ certified as having occurred paid by the city. No person or entity who is liable for unpaid costs, fees, or fines under this division shall be entitled to obtain a certificate of occupancy until such time as the costs, fees, or fines are paid and ~~such is~~ certified as having occurred paid by the city.
- (c) ~~For purposes of this section, the city(c).~~ The City is entitled to and shall determine the real party or parties in interest when an entity is liable for a cost, fee, or fine, and the real party or parties in interest shall be subject to the sanctions in subsection (b), by way of illustration and not limitation, an individual who does business in more than one corporate or business name shall be considered the "real party in interest" for purposes of applying subsection (b) if any of that individual's entities have unpaid costs, fees, or fees under this division and both that individual and any of the individual's entities may be subjected to the sanctions in subsection (b) until ~~such time as~~ there are no longer any unpaid costs, fees, or fines.

(Ord. No. 2724-07, § 1, 10-8-07)

Sec. 58-290. - Penalties for tree removal without required permit or for tree damage.

- (a) Any protected tree removed without a permit or destroyed or having received major damage in violation of this division must be replaced and/or compensated at double the rate set forth by the City Commission in the Fee Schedule.
- (b) If no evidence exists on site to calculate the DBH inches of the tree(s) removed, then the tree(s) shall be presumed to be a minimum of a twenty-four DBH inches. It is the property owner's responsibility and burden of proof to prove otherwise.

(c) ~~For repeat offenders the City has the right to double restoration requirements or fines (or both) for each subsequent infraction, and in the alternative or in addition to revoke or suspend a contractor's license to do business in the city.~~

~~(Ord. No. 2724-07, § 1, 10-8-07; Ord. No. 2895-12, § 1, 11-26-12)~~

Sec. 58-291. -- Tree banking.

To encourage voluntary tree replacement ~~planting(s)~~plantings, there is hereby created a tree banking program. The ~~tree preservation board~~Urban Forestry Division may allow ~~an applicant to plant the planting of three-inch~~ caliper ~~inches~~ or larger approved ~~shade tree(s) canopy trees~~ to compensate for future ~~approved protected~~permitted tree ~~removal(s)~~removals. Banked ~~tree(s)~~trees are to be planted on the same lot from which future tree ~~removal(s)~~removals are anticipated. ~~Total caliper inch compensation will be calculated on the date of the tree removal. If the Each banked compensation tree shall count as one replacement tree irrespective of size at the time a permitted tree is removed. If the banked mitigation is not sufficient to meet the conditions required for tree removal(s) removals, additional compensations will mitigation shall be required until all conditions are satisfied. Tree(s) are to Trees shall be Florida grade~~Grade #1 or better and are to be measured according to the standards established as defined in the definitions most recent edition of this section. Trees must Florida Grades and Standards for Nursery Plants. Banked trees shall be thriving and in good condition as determined by the cityCity at the time of inspection, which ~~must~~shall be within ~~14~~fourteen days of tree ~~removal(s)~~removals.

Furthermore, it shall be the responsibility of the applicant to maintain and present all necessary documentation required by the ~~tree preservation board~~City in order to receive credit for any tree replacement as a required condition for tree ~~removal(s)~~removals.

~~(Ord. No. 2724-07, § 1, 10-8-07)~~

~~(Ord. No. 2724-07, § 1, 10-8-07)~~

Sec. 58-292. -- Precautions and standards required during construction and other land development permits.

- (a) ~~(a)~~ Before plans are submitted for permit, the cityCity or designee ~~is to~~shall be consulted before any permanent structure or impervious paving is constructed within the tree protection area.
- (1) ~~(1)~~ — A tree protection barrier plan shall be provided illustrating how protected trees located on, or adjacent to the subject property will be protected from any adverse effects of proposed construction or grade changes. The plan must include the tree protection barrier that will be installed. ~~Any wall or fence on or near property lines shall be constructed so as to avoid damage to major roots of protected trees.~~
- (2) ~~(2)~~ — If a major root of any protected tree affected by a grade change extends beyond its drip-line, then additional root protection per ~~section 58-293~~ section 58-293 may be required.
- (3) ~~(3)~~ — Prior to demolition, grade change and/or construction, ~~a~~ tree protection ~~barrier~~barricades shall be placed and maintained as necessary to prevent ~~damaging~~damage to protected trees on, or adjacent to the subject property.

- (4) ~~(4)~~ —Tree protection ~~barrier(s) is to~~barricades shall be placed at or beyond the tree's drip-line whenever possible. At no time shall the tree protection ~~barrier(s)~~barricades be closer than ten feet from a trunk unless existing or proposed structures are within that range.
- (b) ~~(b)~~—On ~~single-family residential (R-1) and multi-family residential (R-2)~~all construction sites and ~~all~~ demolition sites, tree protection shall be provided by a barrier ~~consisting of a four-foot high continuous fence with eight foot spacing of supports sufficiently sturdy to provide constant protection of the subject tree(s) at all times. Posts may be shifted to avoid roots. An access gate, to be locked, may be required. The city shall administratively adopt additional tree protection requirements, as shown in Figure 1.~~
- (c) —All non R-1 (single family residential) and non R-2 (multi-family residential) construction and demolition sites shall require the following:
- (1) —A tree protection barrier consisting of continuous chain link fence six feet high, with six foot metal posts with eight foot spacing. Posts may be shifted to avoid roots. An access gate, to be locked, may be required. The city may allow for some modifications to the tree protection barrier.
 - (2) —A tree protection sign(s) spaced at a minimum of every 35 linear feet of tree protection barrier provided. Mount signs equally spaced and attach them securely to the fence facing out at a five-foot height.
- (d) —Tree protection sign(s) shall be a minimum of two feet wide by three feet high consisting of a durable rigid, plastic or metal material with non-fading lettering, legibly printed in characters a minimum of 1½ inches high on its face. Tree protection signs and barriers are to be maintained through job completion or to the satisfaction of the city. A minimum of one sign is required per barrier. Sign text shall be included in English and Spanish and shall read:

Tree Protection Area

Prohibited within this area:

1. —Parking or use of vehicles, equipment or machinery.
2. —Storage or dumping of any materials or liquids.
3. —Construction, excavation or trenching.

Area de Protection de Arboles

Prohibido dentro de esta area:

1. —Aparcar o uso de vehiculo, equipamiento, o maquinaria.
2. —Almacenar o tirar de liquidos o materiales.
3. —Construction, excavation o zanjas.

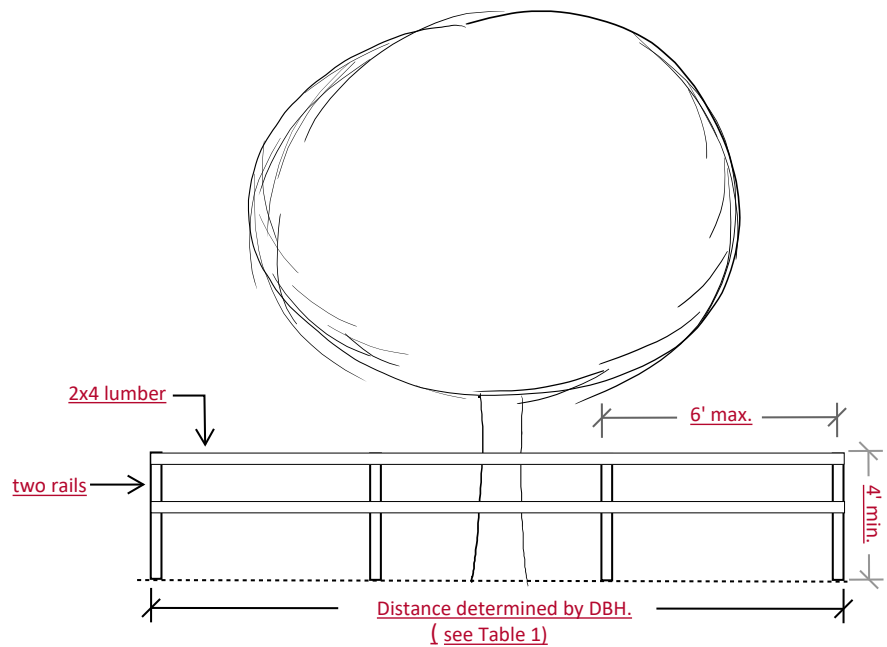
- (1) ~~(e)~~ —Barricade posts and two rails shall be made of two-by-four lumber.
- (2) Posts shall extend into the ground a minimum of eighteen inches.
- (3) The barricade shall be a minimum of four feet high with posts spaced no more than six feet apart.
- (4) Use the DBH of the existing tree to be preserved to determine the distance of the tree barricade from the protected tree.
- (5) Each side of the barricade shall maintain a minimum distance as specified in Table 1, measured from the perimeter of the tree trunk on all sides.
- (6) Barricade layout may be adjusted as required to accommodate sidewalks, curbs, buildings, and proposed building footprints.
- (7) Barricade shall remain in place and maintained throughout the construction process.

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(8) Only hand tools shall be used within the barricade. Trenching, digging, or grading is prohibited.

Figure 1. Tree barricade specifications.



Commented [RG1]: This is redundant of Table 1.

Table 1. Tree barricade distances.

Tree Barricade Distances	
DBH Range	Distance
6"-12"	10'
13"-18"	12'
19"-29"	15'
30"+	20'

Commented [JN2]: Re-do from scratch for format and changed data.

(c) Unless prior approval is granted by ~~city~~the City, the following activities are prohibited within the drip-line of a protected tree or within ten feet of its trunk, whichever is greater:

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-
- (1) ~~(1)~~ — Parking or use of vehicles, equipment, or machinery.
 - (2) ~~(2)~~ — Storing or dumping any material or liquids ~~of~~.
 - (3) ~~(3)~~ — Construction, excavation, or trenching.
 - (d) ~~(f)~~ — Permit/inspection boxes, wires, braces, nails, screws, bolts, chains, ropes, lights, antennas, flags, banners, and other similar materials, shall not be attached to a tree in a way that the cityCity determines to be injurious to the tree.
 - (e) ~~(g)~~ — The precautions required in this section may be modified or waived in writing by the cityCity.
- ~~(Ord. No. 2724-07, § 1, 10-8-07)~~

(Ord. No. 2724-07, § 1, 10-8-07)

Sec. 58-293. -- Precautions required for significant grade changes for protected trees.

- (a) Grade changes involving the removal or addition of more than three inches of fill material will require a dry well to be constructed around the trunk of the protected tree encompassing an area equal to the drip-line of the protected tree, as defined in section 58-282. The addition of fill is not allowed within the drip-line of pine trees unless authorized by the city.
- (1) — Dry wells constructed of crushed stone and piping shall be constructed to allow the passage of air and water to tree roots and shall be installed at the original grade.
 - (2) — Dry wells shall be protected from washout by raising the well copings above the surrounding terrain.
 - (3) — No part of the dry well shall be closer than three feet from the trunk of the protected tree.
- (b) — ~~Grade changes involving the removal of more than three inches of~~ soil within a protected tree's drip-line or projected drip-line are ~~not allowed prohibited~~. The removal of any soil is ~~not allowed prohibited~~ within the drip-line of pine trees. Before any grade changes involving the removal or addition of up to three inches of soil, the property owner or permittee shall:
 - (1) Leave the area within the drip-line at its original grade with terraces by use of dry stacked retaining walls at the drip-line that are constructed to allow for drainage and aeration;
 - (2) Cut roots cleanly and re-trim them after excavation;
 - (3) Cover exposed root system and keep moist;
 - (4) Irrigate tree to compensate for root loss.
- (b) New or expanded stormwater detention and retention areas shall maintain distance from existing trees sufficient to protect their root systems from significant damage. Where possible, retention shall not encroach on the drip-line of protected trees. Detention and retention areas shall remain a minimum of ten feet from protected trees measuring up to eighteen inches DBH and fifteen feet from trees measuring nineteen inches DBH or greater.

(Ord. No. 2724-07, § 1, 10-8-07)

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Sec. 58-294. ~~--~~ Precautions required for excavation and paving around protected trees.

- (a) Whenever possible, water, sewer, and other underground utility lines shall be routed around the drip-lines of protected trees.
- (b) If compliance with subsection (a) is impossible, then ~~tunneling or~~ directional boring for the utility shall be routed under the protected tree's root zone to prevent damage to major roots. Mechanical trenching is prohibited.
- (c) Suitable pervious pavement may be placed within the drip-line of a protected tree as long as the tree is not damaged by grade change, soil compaction, or any other cause. There is to be no disturbance to the trunk root flair.
- (d) All hardscapes installed near existing trees must remain a minimum of ten feet from the trunk perimeter.

(Ord. No. 2724-07, § 1, 10-8-07)

Sec. 58-295. ~~Requirements pertaining to utility companies.~~

- (a) ~~Any electric, natural gas, telephone, cable television, other public utility firm, or corporation must apply for a tree removal permit before the removal of any protected tree of any size.~~
- (b) ~~Any electric, natural gas, telephone, cable television, other public utility firm, or corporation must notify the city before cutting any portion of a tree of any size including major roots.~~
- (c) ~~The city shall supervise the cutting as necessary and may regulate or halt the cutting when it is deemed to be detrimental to any protected tree or when the cutting exceeds what is needed for continued utility service.~~

(Ord. No. ~~-- Private trees encroaching on rights~~ 2724-07, § 1, 10-8-07)

~~Sec. 58-296. Trees within right-of-way.~~

It shall be the duty of all ~~owners of property encumbered or crossed by city right-of-ways, owners~~ to keep trees ~~within the city right-of-ways on the owner's property trimmed which encroach on rights-of-way pruned~~ so that ~~motor vehicle~~the views of motorists and ~~pedestrian traffic~~pedestrians are not obstructed at intersections, points of ingress and egress, and/or sidewalks ~~on the public right-of-ways.~~ Where proper ~~trimming~~pruning is not maintained, the ~~city~~City may, after ~~notifying reasonable notice to~~ the property owner ~~responsible for the trimming~~, enter upon that property and perform the ~~necessary~~ work ~~necessary to comply with code.~~ Upon performing such work, the ~~city~~City will charge the property owner for the actual cost and administrative costs as determined by the schedule of fees established by the ~~city commission~~. ~~Property owners are also responsible for trimming overhanging limbs within any city right-of-ways to a minimum height of eight feet over sidewalks and for a minimum height of 13½ above any public roadway.~~ City Commission. The City may, without notice, prune any portions of privately-owned trees encroaching on rights-of-way that do not require accessing private property.

(Ord. No. 2724-07, § 1, 10-8-07)

Sec. 58-297. ~~296.~~ - Trees on city property.

~~It shall be unlawful to move, remove, or damage any tree of any size on city property except as part of official city business and operations.~~

- (a) The City of Winter Park shall have control of all ~~street~~ trees now or hereafter in any ~~street~~, park, ~~city~~City right-of-~~ways or way~~, easement, or other public place within the city limits, and shall have the power to plant, care for, maintain, remove, and replace such trees.

~~(Ord. No. 2724-07, § 1, 10-8-07)~~

Sec. ~~58-298.~~ Tree maintenance.

- ~~(b) It shall be the duty of all owners of unlawful to move, remove, or damage any tree of any size on City property encumbered or crossed by city except as part of official City business and operations.~~
- ~~(c) Trees on City property, including exempt species, removed without a permit or destroyed or having received major damage as defined in section 58-282 shall be replaced as per applicable sections of this division.~~
- ~~(d) Trees planted on rights-of-way shall be pruned by the City for clearance over roads and sidewalks, line-of-sight, around traffic signs and signals, streetlights and other public infrastructure. The City does not perform clearance pruning on portions of right-of-ways on which trees of any size are growing to provide for way trees which encroach on private property.~~
- ~~(b)(e) Property owners may request authorization from the proper maintenance of such trees in the city City to perform pruning of right-of-ways encumbering or crossingway trees at their property own cost provided that:~~
- ~~(1) Maintenance shall be done under the direction and with the approval of the city. Protected trees of any size on private or public property shall not be cut by topping.~~

~~(2) Trees of all sizes shall be pruned as needed to maintain health and safety.1. Pruning shall retain the natural form of that tree species.~~

2. All tree pruning shall be conducted according to the ~~latest edition of the National Arborists Association (NAA) standards, the most current~~ International Society of Arboriculture (ISA) standards, and the ~~most current~~ American National Standards Institute (ANSI) A-300 Part 1 that are hereby incorporated by this reference. ~~Trees deemed to be pruned beyond recovery as defined in section 58-282 shall be replaced as per applicable sections of this division.~~

~~(Ord. No. 2724-07, § 1, 10-8-07)~~

Sec. 58-297. - Trees on private property that impact public facilities.

- ~~(a) Removal or pruning of a tree on private property that poses an unacceptable risk to public property or persons on public property is the responsibility of the property owner. If a City arborist determines~~

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that a tree poses an unacceptable risk, the City will send a written notice outlining the work that must be performed. The required work must be performed within thirty days of receipt of the notice.

(b) Failure to remove or otherwise make safe any tree deemed by the City to pose an unacceptable risk to public property or persons on public property shall constitute a violation of this article. Such violation may result in giving notice to the owner or the agent of the owner an order to correct by removing the entire tree or limb(s). Failure to comply with such an order may result in the City taking the necessary action to remove the tree or limb(s). All costs incurred by the City shall be assessed to the owner of the property plus an administrative fee as established under the City's Fee Schedule as determined by the City Commission. Where the full amount due the City is not paid within thirty days after invoicing, such charges shall be declared a lien on the property.

(Ord. No. 2724-07, § 1, 10-8-07)

Secs. 58-298—58-320. - Reserved.

DIVISION 8. - LANDSCAPE REGULATIONS^[7]

Footnotes:

--- (7) ---

Editor's note— Ord. No. 2766-09, § 1, adopted April 27, 2009, repealed the former Div. 8 and enacted a new Div. 8 as set out herein. The former Div. 8 pertained to similar subject matter and derived from Ord. No. 2418-01, § 1, adopted May 22, 2001.

Sec. 58-299. Penalties58-331. - Purpose and intent.

These regulations are enacted by the City for the purpose of the following:

* * *

(7) Upholding the intentions of the City's Tree Preservation Ordinance and Urban Forest Management Plan.

* * *

Sec. 58-333. – General criteria for all properties.

(Supp. No. 66, Update 1)

Created: 2024-06-11 14:30:35 [EST]

(a) The use of appropriate Florida-Friendly landscape design is encouraged in order to reduce irrigation needs and to protect the waterfront. An irrigation system to be used during establishment and selectively during times of drought is still required for landscape plantings that feature Florida-friendly design. The nine principles are:

(4) *Mulch*: Maintain two to three inches of mulch to help retain soil moisture, prevent erosion and suppress weeds. Dyed mulch is not recommended due to concerns over source material. Cypress mulch and inorganic mulch are prohibited.

Commented [JN3]: Current language.

* * *

Sec. 58-336. – Non-residential and multifamily properties.

* * *

(g) *Stormwater detention and retention areas*. Stormwater detention and retention areas not screened from view from any public right-of-way by a building or wall shall be screened by a hedge maintained at a four-foot height installed in a landscape area a minimum of four feet in width. In addition, a bald cypress tree of at least four caliper inches shall be planted within the stormwater retention area for each fifty linear feet of the stormwater retention area.

Commented [JN4]: Current language.

* * *

Sec. 58-337. – Landscape materials and installation for non-residential and multifamily properties.

* * *

(i) All plant material shall be maintained in a plumb, upright and stable condition. Trees shall not be guyed or staked except in certain circumstances where the soil or slope presents a reasonable potential for the uprooting and overthrowing of trees by wind. All trees/palms shall be guyed or staked for a minimum of one year. If trees/palms are well rooted, the guying or staking attachments shall be removed by the end of the thirteenth month. Attachments shall be adjusted regularly to prevent girdling of trunks or branches.

Commented [JN5]: Current language.

Commented [JN6]: Current language.

* * *

Sec. 58-339. – Tree protection and tree removal without required permit or for tree damage.

- (a) Any protected tree(s) removed without a permit or destroyed or receiving major damage in violation of this division must be replaced and/or compensated at the rate of twice the requirements of section 58-287.
- (b) If no evidence exists on site to calculate the caliper inches of the tree(s) removed, then the tree shall be presumed to be a minimum of a 24-inch protected specimen tree. It is the property owner's responsibility to prove otherwise.
- (c) For repeat offenders the city has the right to double restoration requirements or fines (or both) for each subsequent infraction, and in the alternative or in addition to revoke or suspend a contractor's license to do business in the city.

Created: 2024-06-11 14:30:36 [EST]

(Supp. No. 66, Update 1)

{Ord. No. 2724-07, § 1, 10-8-07; Ord. No. 2895-12, § 1, 11-26-12}

The protection and/or removal of existing trees at six inches DBH or greater are governed by the City's Tree Preservation Ordinance detailed in Division 6 - Tree Removal and Protection. Landscape plans prepared for compliance with these regulations shall include the locations of the protected trees along with the species and size and the calculations for the proposed preservation or removal pursuant to the City's tree ordinance.

Commented [JN7]: Bold type only new wording here.

* * *

~~Sec. Secs. 58-301—58-320. Reserved.~~



Planning & Zoning Board

agenda item 4.d

item type

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

meeting date

July 2, 2024

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Allison McGillis, Director of Planning and Zoning

subject

CPA #24-04/RZ #24-04 Request of City of Winter Park for:

- 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 Institutional Future Land Use designation on the former Winter Park Library property at 460 E. New England Avenue to a Commercial Future Land Use designation.
- 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 the existing Multi-family (high density R-4) District zoning to Commercial (C-3) District zoning on the former Winter Park Library property at 460 E. New England Avenue.

motion | recommendation

Staff recommendation is for approval.

background

The City Commission has directed staff to work on an agreement to lease the former Winter Park Library property at 460 E. New England Avenue to the Blue Bamboo Center for the Arts. The first reading of the lease agreement is scheduled to go before the Commission on June 26th. The current Comprehensive Plan future land use map designation for the property is Institutional and the current Zoning map designation is Multi-family (R-4) district. In order for the Blue Bamboo to use the property and building as intended by the lease to be approved by the City Commission, the future land use designation must be changed to Commercial and the Zoning changed to C-3.

These Ordinances both contain a reverter clause so that if the Blue Bamboo lease ends and there is no assignment of the lease or new lease to another similar third-party user, then both the future land use designation and the zoning revert back to the current designations.

alternatives | other considerations

fiscal impact

attachments

1. Ord. Comp. Plan_FLU_WP Library_460 E. New England
2. Ord. Zoning _WP Library_460 E. New England

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 INSTITUTIONAL TO COMMERCIAL FUTURE LAND USE ON THE FORMER WINTER PARK LIBRARY PROPERTY AT 460 E. NEW ENGLAND AVENUE, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the City of Winter Park has ownership of the property more particularly described below, and desires to permit the transition in usage of the former Winter Park Library to the cultural usage by the Blue Bamboo Center for the Arts, limited to the period of time the property is being used by that entity; and

WHEREAS, the City Commission intends to amend its Comprehensive Plan to recognize the transition from a municipal use of this property to a private use by the Blue Bamboo Center for the Arts via a Comprehensive Plan future land use map designation as a small-scale amendment to the Comprehensive Plan, and

WHEREAS, on July 2, 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 Institutional future land use designation to a Commercial future land use designation on the property located at 460 E. New England Avenue and more particularly identified with Orange County Parcel ID# 05-22-30-9400-60-010 in the Public Records of Orange County, Florida.

SECTION 2. This Ordinance shall only be effective for the term of the lease of the subject property to the Blue Bamboo Center for the Arts and any other period of time as the City Commission may assign such lease or shall lease to another third party via adoption of such Ordinance as may be required. However, if such third-party usage of this property is discontinued for any reason, including expiration or termination of a lease, then this Ordinance shall become null and void and the future land use designation applicable to this property shall revert back to an Institutional future land use designation.

SECTION 3. 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 MULTI-FAMILY (HIGH DENSITY R-4) DISTRICT ZONING TO COMMERCIAL (C-3) DISTRICT ZONING ON THE FORMER WINTER PARK LIBRARY PROPERTY AT 460 E. NEW ENGLND AVENUE, 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, in order to permit the transition in usage of the former Winter Park Library to the cultural usage by the Blue Bamboo Center for the Arts, limited to the period of time the property is being used by that entity; and

WHEREAS, on July 2, 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 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 Multi-Family (High Density R-4) district zoning to Commercial (C-3) district zoning on the former Winter Park Library property at 460 E. New England Avenue, more particularly identified with Orange County Parcel ID# 05-22-30-9400-60-010 in the Public Records of Orange County, Florida.

SECTION 2. This Ordinance shall only be effective for the term of the lease of the subject property to the Blue Bamboo Center for the Arts and any other period of time as the City Commission may assign such lease or shall lease to another third party via adoption of such Ordinance as may be required. However, if such third-party usage of this property is discontinued for any reason, including expiration or termination of a lease, then this Ordinance shall become null and void and the zoning designation applicable to this property shall revert back to a Multi-Family (High Density R-4) district zoning designation.

SECTION 3. This Ordinance shall become effective immediately upon the effectiveness of the companion ordinance amending the City of Winter Park Comprehensive Plan future land use map 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