



City Commission Regular Meeting

Agenda

July 10, 2024 @ 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

welcome

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

assistance & appeals

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

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

please note

Times are projected and subject to change.

1. Meeting Called to Order**2. Invocation - Pastor Bruce Mayhew, Gateway Church****3. Pledge of Allegiance****4. Approval of Agenda****5. Mayor's Report****6. City Manager's Report**

- a. FY 25 Budget Presentation 30 minutes

7. City Attorney's Report**8. Non-Action Items****9. Public Comments | 5 p.m. or soon thereafter**

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

10. Consent Agenda

- a. Approve the minutes of the regular meeting, June 26, 2024 1 minute
- b. Approve the following piggyback contracts: 1 minute

1. Ten-8 Fire Equipment Company - Lake County Contract #22-730K - Fire Equipment, Supplies, & Services; for services on an as-needed basis during the term of the agreement through July 31, 2025; Amount: \$100,000
2. Lytx, Inc. - GSA Contract #GA-35F-0623S - Video Subscription Services for Fleet Vehicles - Renewal; for services during the term of the agreement through September 7, 2026; Amount: \$100,000

- c. Approve the following contracts: 1 minute

1. AVI-SPL, LLC - RFP18-19 - Design, Install, Configure & Maintain A/V Systems; Task Order for enterprise managed services on existing hardware; Amount: \$71,081

11. Action Items Requiring Discussion

- | | | |
|----|---|------------|
| a. | Board Appointments:
Winter Park Firefighters' Pension Board (2)
Winter Park Police Officers' Pension Board (1)
Civil Service Board (1) | 5 minutes |
| b. | S.R. 426 Coalition Project - Potential Brick intersections | 20 minutes |

12. Public Hearings: Quasi-Judicial Matters

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

- | | | |
|----|--|------------|
| a. | Vesting of certain West Fairbanks properties under C-3 zoning. | 20 minutes |
|----|--|------------|

13. Public Hearings: Non Quasi-Judicial Matters

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

- | | | |
|----|--|------------|
| a. | Resolution 2288-24 - Enacting Opt-Out for the Live Local Act Property Tax Exemption | 10 minutes |
| b. | Ordinance 3302-24: Authorizing lease agreement for 460 East New England Avenue (old library site) (2nd reading) | 20 minutes |
| c. | Ordinance 3301-24 - Establishing Chapter 58, "Land Development Code", Article III, "Zoning", Section 58-97 "Community Engagement". (2nd Reading) | 5 minutes |
| d. | Request of City of Winter Park for: <ul style="list-style-type: none"> • Ordinance 3303-24 - amending Chapter 58, "Land Development Code", Article I "Comprehensive Plan" Future Land Use Map so as to change the Future Land Use designation of Office to Institutional Future Land Use on the city-owned property located at 655 N. Wymore Road. (2nd Reading) • Ordinance 3304-24 - amending Chapter 58, "Land Development Code", Article III, "Zoning" and the official Zoning Map so as to change from Office (O-1) Zoning to Public, Quasi-Public (PQP) Zoning on the city-owned property at 655 N. Wymore Road. (2nd Reading) | 5 minutes |
| e. | Request of City of Winter Park for: <ul style="list-style-type: none"> • Ordinance 3305-24 - Amending Chapter 58, "Land Development Code", Article I "Comprehensive Plan" Future Land Use Map so as to change the Future Land Use designation of Office to Institutional Future Land Use on the city-owned property located at 1401 Howell Branch Road. (2nd Reading) | 5 minutes |

- Ordinance 3306-24 - Amending Chapter 58, "Land Development Code", Article III, "Zoning" and the official Zoning Map so as to change from Office (O-1) Zoning to Public, Quasi-Public (PQP) Zoning on the city-owned property at 1401 Howell Branch Road. (2nd Reading)

14. Department Budget Presentations

- a. Department Budget Presentations

45 minutes

15. City Commission Reports**16. Summary of Meeting Actions****17. Adjournment**



City Commission

agenda item 6.a

item type

City Manager's Report

meeting date

July 10, 2024

prepared by

Rene Cranis, City Clerk

approved by**subject**

FY 25 Budget Presentation

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

None



City Commission

agenda item 10.a

item type

Consent Agenda

meeting date

July 10, 2024

prepared by

Rene Cranis, City Clerk

approved by

Michelle del Valle, Assistant City
Manager

subject

Approve the minutes of the regular meeting, June 26, 2024

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

1. Minutes -2024-06-26 DRAFT



City Commission Regular Meeting Minutes

June 26, 2024 at 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

Present

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

1. Meeting Called to Order

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

2. Invocation - Reverend Alison Harrity, St. Richards Episcopal Church

3. Pledge of Allegiance

4. Approval of Agenda

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

5. Mayor's Report

a. Proclamation for Kiwanis Club of Greater Orlando / Winter Park

Mayor DeCiccio read and presented a proclamation to Kiwanis members declaring June 26, 2025 Kiwanis Club of Greater Orlando Winter Park Day in recognition of their contributions and on their 93rd anniversary. Shawn Casey thanked the city for their recognition and provided the background of the Kiwanis mission and efforts.

b. Proclamation for Lakes Appreciation Month

Mayor DeCiccio read a proclamation declaring July as Lakes Appreciation Month and presented the proclamation to Department of Natural Resources and Sustainability staff. Director of Natural Resources and Sustainability Gloria Eby thanked the commission for recognizing staff's work.

Mayor DeCiccio introduced a video of the Winter Park High School ladies crew team as they prepare for a competition in the Henley Royal Regatta and wished them good luck.

Mayor DeCiccio advised that Governor DeSantis vetoed the funding for the leaf blower study, thereby vetoing the proposed amendment that would have prevented cities from banning gas leaf blowers.

6. City Manager's Report

a. Confirmation of Electric Utility Director

Mr. Knight recommended the appointment of Mr. Jamie England as new Director of Electric Utilities. Approved by consensus.

He reminded everyone of the Strategic Planning Session tomorrow at 8:00 a.m. Winter Park Events Center.

7. City Attorney's Report

Mayor DeCiccio reported on an article in the Florida Bar Journal about a recent judgment in a golf cart accident and asked the city attorney to look into potential liability to protect the city and residents.

8. Non-Action Items

- a. Board Appointments: Mayor DeCiccio – none reported.

9. Public Comments | 5 p.m. or soon thereafter (Heard after Item 11d)

10. Consent Agenda

- a. Approve the minutes of the regular meeting, June 12, 2024
- b. Approve the following formal solicitations:
 - 1. Don Bell Signs, LLC - RFP16-24 - Park Avenue Gateway Arch Signs
- c. Approve the following piggyback contracts:
 - 2. Kompan, Inc. - OMNIA Partners Contract #2017001135 - Playground and Outdoor Fitness Equipment - Renewal; for services on an as-needed basis during the term of the agreement through June 30, 2026; Amount: \$100,000
 - 3. Konica Minolta Business Solutions USA, Inc. - NASPO Contract #187962 - Multi-Function Devices and Related Software, Services, and Cloud Subscriptions; for services on an as-needed basis during the term of the agreement through July 31, 2029; Amount: \$200,000
 - 4. Thompson Well & Pump, Inc. - Volusia County Contract #21-SQ-21SR - Well Field Services - Renewal; for services on an as-needed basis during the term of the agreement through April 23, 2026; Amount: \$100,000
- d. Approve the following contracts:
 - 1. RFQ7-22 - Patel, Greene & Associates, LLC - Transportation Planning & Engineering Services - Amendment 3; for services on an as-needed basis during the term of the agreement through July 7, 2025; Amount: \$500,000
 - 2. RFP15-19 - HDD of Florida - Underground Conduit/Pipe Installation Services; for services on an as-needed basis during the term of the agreement through September 30, 2024; Amount: \$2,000,000
- e. Approve the following purchase:
 - 1. OpenGov - Budget Solutions SaaS; Amount: \$60,000 for FY24, \$75,000 for FY25
- f. Forward Funding of \$200k for Habitat to Humanity for Affordable Housing Lot Purchase

Motion made by Commissioner Weaver to approve the Consent Agenda, seconded by Commissioner Sullivan. Commissioner Russell asked that the minutes be amended to attach Commissioner Weaver's presentation on the old library renovations. **The motion, as amended, carried unanimously by a 5-0 vote.**

11. Action Items Requiring Discussion

- a. Board Appointments:
 - Winter Park Firefighters' Pension Board (2)
 - Winter Park Police Officers' Pension Board (1)
 - Civil Service Board (1)

The following appointments to the Civil Service Board were recommended: Steve Stutzer (Commissioner Sullivan), Anne Mooney (Mayor DeCiccio) and Ainsley Butts (Commissioner Russell). Steven Stutzer was appointed by unanimous consent. Anne Mooney was appointed by a 3-2 vote. Commissioners Russell and Cruzada voted no. (Note: This was reconsidered at the July 10th meeting.)

- b. Stormwater Rate Assessment for FY25

Mr. Knight reviewed staff's recommendation to increase the stormwater assessment fee by one cent per square foot of impervious coverage which would generate an additional \$700k for stormwater projects. Staff responded to questions stating funds can be used anywhere in the city and the average annual increase is approximately \$48. There were no public comments.

Motion made by Mayor DeCiccio to approve raising the stormwater rate assessment as recommended. seconded by Commissioner Weaver. The motion carried unanimously by a 5-0 vote.

- c. Confirmation of continued SunRail participation.

Mayor DeCiccio said the question is whether to continue participation or opt out. The state will stop funding as of 1/1/2025 and the city's share of the funding will be \$350k. She noted that the City of Maitland opted out but are going to renegotiate with SunRail.

Mr. Knight clarified that this option is available every year going forward, and the contribution may increase by the CPI. He added that Maitland's decision is likely based on their financial situation where assessed property value and taxes will decrease for FY 25 and ridership is not as critical to their downtown area as Winter Park which has consistently been one of the top three stops on the line.

Motion made by Commissioner Cruzada to approve staff's recommendation to not exercise the City's right to terminate the commuter rail agreement, seconded by Commissioner Weaver. The motion carried unanimously by a 5-0 vote.

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

Assistant Director of Public Works Don Marcotte provided the history of interest in participating in this voluntary program. Ahmed Hamed, Geosyntec Consultants, gave a

presentation on the CRS program and advised that based on their analysis of the city's participation, average annual flood insurance savings are estimated \$59 per policy. Discussion followed on the benefits of the program, potential grants, staff's ability to manage this program, and whether to table this until the basin studies are complete. Mr. Knight pointed out that while there is low cost, staff believes there is little benefit and funds are better spent on stormwater projects.

Jeanne Wall, 2110 Lake Drive, spoke in support of this program.

Gigi Papa, 1440 Hibiscus Avenue, feels there is no need for this program.

Motion made by Commissioner Russell to table to January 2026, seconded by Commissioner Weaver. The motion carried with a 4-1 vote. Commissioner Sullivan voted no.

9. Public Comments

Rosemary Culhane, 160 Sandlewood Trail, cited data regarding the increasing popularity of pickleball and the city Comp Plan policy to meet different recreation interests and local recreation demands and interests. She asked that the city add 12 pickleball courts instead of the recommended eight.

Rolesia Barton, 708 Margaret Square, asked the city's support by providing a fence for a community garden on Winter Park Housing Authority property (The Meadows). She spoke about the potential and benefits for its residents.

Lawanda Thompson, 664 W. Lyman, President of Equity Council Corp., supported the request for a fence at The Meadows and also for dedicated funding for the community garden and questioned whether those funds still exist.

12. Public Hearings: Quasi-Judicial Matters

- e. 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.

City Planning Consultant Jeff Briggs presented this request. He explained the location and function of each entrance with right-turn only in and out at Aloma and the Lakemont entrance located beyond the median to allow left turns in and out of the property. Due to traffic at peak hours, the city's intent is to install two left-turns from Lakemont to Aloma and the applicant has agreed to contribute land to create two left-turn lanes that will decrease the stacking of vehicles trying to make that left turn. The Planning and Zoning Board recommended approval with four conditions; shortening of parking spaces and shifting of building to the west to allow additional landscaping, right-of-way dedication prior to certificate of occupancy, cross access easement for adjacent properties to the west for future redevelopment and a six-foot wall to buffer along the northern property line. FDOT will have to approve the creation of two left-turn lanes but engineering and cost studies will begin with preliminary design and cost estimates in about six months.

Members of the commission expressed concern and discussed the turns in and out of the property on Lakemont Avenue and potential signage restricting movement during peak hours.

David Lamm, representing the applicant, addressed traffic movement concerns, peak hour trips and left-turns from the property on Lakemont. They have met with FDOT and plans do not impact FDOT's future plans for 426. He responded to questions about the wall height and the alternative for landscaping, height of building, and tower on the south side of the building. John Adams, project architect, said the taller tower height was increased to accommodate roof access, so opportunities to reduce the height may be limited. After additional discussion, Mr. Lamm agreed to a 41-foot height and a no-left turn sign exiting the property onto northbound Lakemont with the allowance for left turns entering the property from northbound Lakemont.

Motion made by Commissioner Russell to approve the request with the conditions of the Planning and Zoning Board and the additional condition of a "no left turn sign,

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

Discussion returned to building height and consensus was to allow a 43-foot tower height. Motion seconded by Commissioner Sullivan.

The following spoke in opposition to the project citing traffic safety from left-turn lanes on to Lakemont and incompatibility with the neighborhood

Beth Hall, 516 Sylvan Drive

Laura LaBoda, 1765 Edwin

Barry LaBoda 1765 Edwin.

Vivien Hale, 1840 Edwin Blvd., (asked for additional landscaping around the property and for that a wall be constructed prior to building construction.

Eugene Stuccardo (suggested dimming lighting)

Jay Poppe, 1730 Edwin Blvd

Commissioner Weaver said he cannot support the project without a median and restricting both left turn movements to and from Lakemont.

Mr. Lamm agreed to no left-turns from property onto northbound Lakemont. Discussion followed on traffic patterns on Lakemont Avenue and restricting traffic movement and traffic safety due to left turns from this property and also the shopping center across Lakemont. Mr. Lamm pointed out that the city has control over the movement on Lakemont with the design of the median and drive lanes at Aloma. Commissioner Weaver suggested flexible bollards to restrict movements temporarily funded by transportation impact fees paid by this project.

Mr. Lamm said if the city issues an early permit for the wall, they will construct the wall during plan review.

Commissioner Russell amended his motion to include construction of the wall prior to permitting, seconded by Mayor DeCiccio. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Waver and Mayor DeCiccio. The motion carried unanimously with a 5-0 vote.

A recess was held from 6:42 to 6:53 p.m.

13. Public Hearings: Non Quasi-Judicial Matters

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

Attorney Langley read the ordinance by title.

Mayor DeCiccio provided the background leading to this draft lease of the old library to Blue Bamboo. She presented amendments to the city management and city attorney, which she feels were essential to protect the residents. Mr. Langley summarized the amendments relating, in part, to right of termination, vacation of premises, project changes, permitting and inspection, lease amount, city liability for defects, liquor liability, breach of lease, surveillance/recording devices, incident reporting, and personal guarantee for damages.

The Commission discussed the lease with the action noted:

- Page 1, last paragraph - change termination lease notification to two years. Approved.
- Page 3, third paragraph - changing approval deadline for comprehensive plan change or rezoning to 120 days. Approved.
- Page 3, fourth paragraph - allow lease of additional parking for a one-year term or longer, striking the text beginning "such as ensuring that the number of seats ..." and replacing it with language that the venue will provide parking in compliance with the parking requirements of the city code. Approved.
Page 3, last paragraph - Leave two-year requirement to bring premises up to code. Approved
- Page 3, last paragraph - In depth-discussion was held on requiring evidence of and determining financial viability. It was agreed to delete the language referencing and requiring evidence of financial viability and change language to state that if code compliance is not reached within two years, the lease may be terminated by the city upon giving 30 days' notice.

- Page 4, third paragraph - subleasing to not-for-profit organizations. Mr. Knight noted approval of organizations is the city's discretion.
- Page 4, third paragraph - inspection of property. Mr. Knight stated this was added to allow inspection by the city representatives. Consensus was for the city attorney to redraft to allow access and inspection by city employees or its representatives in compliance with established procedures.
- Page 4, last paragraph - Lease amount to remain be \$132k. Approved.
Page 5, third paragraph - Add language that brokerage or fees initiated by the city should be paid by the city. Agreed by consensus.
- Page 10, second paragraph - change vacation of the premises promptly to within 30 days of notification by the city.. Agreed by consensus.
- Page 12, subparagraph e - exclude proprietary recordings such as performance recordings that may be sold. After discussion on whether recordings are public record, consensus was for Mr. Langley to revise language to address public records laws and exemption for propriety recordings.
- Page 13, Paragraph 21 - Incident reporting within three business days (as recommended by the city's risk manager). Agreed by consensus.
- Page 15, Paragraph 31 - Personal Guarantee. Consensus was to delete.
- Page 11, Paragraph 13 - amount for holdover at the end of the lease. Mr. Knight clarified it is a monthly rate based on the annual lease amount, adjusted for inflation.

The following spoke in support of the lease:

Priscilla Purch, 100 S. Virginia Avenue
Mark Horn, Kellogg Drive, Tavares
Jaqueline Johnson, 1600 Alabama Drive
Alan Haughey, 315 E. New England
Judith Britt, Carriage Way Court, Oviedo
Eugene Stuccardo
Jack Graham
Elizabeth Chadwick, Longwood
Hattie Wolfe, 260 Carolina Avenue
Jim Denision, Orlando

Jeff Flowers, asked for clarification on surveillance recordings and said he does not want to be a custodian of public records. Mr. Knight said Blue Bamboo is a private entity and their records are not public records. However, recordings will become public records when received by the city and the city will comply with any exemptions to public records laws. Mr. Cortez said they will turn over security footage if they had it, although they currently do not have security cameras. Mr. Knight noted that Mr. Langley will make changes and bring back for the second reading.

Phil Anderson, 1621 Roundelay Lane, thanked the commission for making decisions that will protect the city and said in his experience, a letter from the bank saying an entity is good for the money is not unreasonable and ensures that the completion of the project.

John Reker, 1660 Joelene Court, said he feels the lease is one-sided in favor of the city and makes it easier for the city to terminate the lease.

Mr. Cortez said they are prepared to get a bid for Phase I and show that they have the funds for Phase I construction.

Motion made by Commissioner Weaver to the ordinance and attached lease agreement as amended, seconded by Commissioner Sullivan. Upon a roll call vote Commissioners Sullivan, Russell, Cruzada and Weaver and Mayor DeCiccio voted yes. The motion carried unanimously with a 5-0 vote.

- b. RESOLUTION 2287-24 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 1259 ESSEX ROAD, WINTER PARK, FLORIDA AS A HISTORIC RESOURCE ON THE WINTER PARK REGISTER OF HISTORIC PLACES.

Attorney Langley read the resolution. Director of Planning and Zoning Allison McGillis reviewed the request.

Motion made by Commissioner Weaver to approve the resolution, seconded by Mayor DeCiccio.

Brian Berry, applicant, thanked the city and the Historic Preservation Board for their efforts. **Upon a roll call vote Commissioners Sullivan, Russell, Cruzada and Weaver and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.**

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

Attorney Langley read the ordinance by title. Mrs. McGillis reviewed the provisions requiring community meetings for specific requests.

Motion made by Commissioner Cruzada approve the ordinance, seconded by Commissioner Russell. There were no public comments. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Weaver and Mayor DeCiccio voted yes. The motion carried unanimously with a 5-0 vote.

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

Attorney Langley read the ordinance by title. Mrs. McGillis reviewed the request to rezone the property on the city-owned property on Wymore Road.

Motion made by Commissioner Weaver to approve the ordinances, seconded by Mayor DeCiccio. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Weaver and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.**

e. Request of City of Winter Park for:

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

Attorney Langley read the ordinances by title. A simultaneous public hearing was held. Mrs. McGillis reviewed the request to rezone the property for the future location of the city's Building and Permitting Services Department.

Motion made by Commissioner Russell to approve the ordinances, seconded by Commissioner Weaver. There were no public comments. **Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Weaver and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.**

14. City Commission Reports

Commissioner Sullivan –

- Advised that the Museum of Black History Task Force will meet on Friday to reconsider its previous vote approving St. Augustine for the location for the museum. He asked for consensus for him to attend the meeting on behalf and present the resolution and speak in support of Eatonville. Agreed by consensus.

Commissioner Russell –

- Thanked the communications team and police department and Neighborhood Advisory Committee and encouraged residents to use social media to connect with staff.

Commissioner Cruzada –

- Asked for status of Quantum Fiber. Mr. Knight said completion is unknown and their central hub is on New York.

Commissioner Weaver –

- Thanked the staff for their work.
- Advised that the Denny's at Wymore Road has closed and will address in the strategic planning session tomorrow.

Mayor DeCiccio –

- Asked staff to contact the Housing Authority about funding for the community garden fencing. contact Ms. del Valle said she will reach out and suggested it could be an Eagle Scout project.

15. Summary of Meeting Actions

- Issued proclamation for Kiwanis Club of Greater Orlando and Winter Park
- Issued Proclamation for Lakes Appreciation Month
- Confirmed Jamie England as new Director of Electric Utility.
- Appointed two members to the Civil Service Board
- Approved Consent Agenda with amendment to the minutes.
- Approved a one-cent increase in the stormwater fee.
- Confirmed participation in Sunrail.
- Tabled decision to participate in the CRS to January.
- Approved Conditional Use request by Verax with conditions.
- Approved ordinance for the lease of the old library with revisions to the lease.
- Approved resolution designating 1296 Essex Road to the Winter Park Register of Historic Places.
- Approved ordinances changing land use and zoning on 665 Wymore Road and 1401 Howell Branch Roads
- Approved Commissioner Sullivan sending the resolution for Museum of Black History.
- Directed staff to contact the Housing Authority regarding fencing for the community garden

16. Adjournment

The meeting was adjourned at 9:02 p.m.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis



City Commission

agenda item 10.b

item type

Consent Agenda

meeting date

July 10, 2024

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

Approve the following piggyback contracts:

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

None



City Commission

agenda item 10.b.1

item type

Consent Agenda

meeting date

July 10, 2024

prepared by

Rebecca Watt, Procurement Agent

approved by

Rene Cranis, City Clerk

subject

1. Ten-8 Fire Equipment Company - Lake County Contract #22-730K - Fire Equipment, Supplies, & Services; for services on an as-needed basis during the term of the agreement through July 31, 2025; Amount: \$100,000
2. Lytx, Inc. - GSA Contract #GA-35F-0623S - Video Subscription Services for Fleet Vehicles - Renewal; for services during the term of the agreement through September 7, 2026; Amount: \$100,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. The Originating Agency (Lake County) issued a formal solicitation to award this contract in FY22.
2. The Cooperative Purchasing Agency (GSA) issued a formal solicitation to award this contract in FY06.

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in the following approved budgets:

1. General Fund
2. General Insurance Fund

attachments

None



City Commission

agenda item 10.c

item type

Consent Agenda

meeting date

July 10, 2024

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

Approve the following contracts:

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

None



City Commission

agenda item 10.c.1

item type

Consent Agenda

meeting date

July 10, 2024

prepared by

Rebecca Watt, Procurement Agent

approved by

Michelle del Valle, Assistant City Manager

subject

1. AVI-SPL, LLC - RFP18-19 - Design, Install, Configure & Maintain A/V Systems; Task Order for enterprise managed services on existing hardware; Amount: \$71,081

motion | recommendation

Commission approve item as presented and authorize Mayor to execute.

background

1. This multi-year support task order is for the existing software and hardware for City Hall, Winter Park Library & Events Center, and Showalter Field.

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in the following approved budgets:

1. General Fund

attachments

None



City Commission

agenda item 11.a

item type

Action Items Requiring Discussion

meeting date

July 10, 2024

prepared by**approved by**

Michelle del Valle, Assistant City Manager

subject

Board Appointments:

Winter Park Firefighters' Pension Board (2)

Winter Park Police Officers' Pension Board (1)

Civil Service Board (1)

motion | recommendation**background**

Firefighters Pension Board:

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

Police Officers' Pension Board:

1. Replace Glen Salow who elected not to accept his appointment to the Police Officers' Pension Board. A previous appointee, Russell Allen, has expressed an interest in continuing to serve.

Civil Service Board

Each member of the commission has one nominee to this board and this position is to be filled by the Seat 2 Commissioner. Commissioner Russell will be making his recommendation.

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

alternatives | other considerations

fiscal impact

attachments

1. Pension Board Applications 6-13-24

Profile

ElderFirst Name

NMiddle Initial

RipperLast Name

VSuffix

elderr@hhlawncare.org

Email Address

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

3250 Bishop Park DrHome Address

Suite or Apt

Winter ParkCity

FLState

32792Postal Code

How long have you lived in Winter Park?

1 year

Home: (407) 416-7624Primary Phone

Alternate Phone

Are you a City resident?

☒ Yes ☐ No

Do you own property in the City?

☐ Yes ☒ No

Are you a registered voter?

☒ Yes ☐ No

Are you employed by the City?

☐ Yes ☒ No

Your Requested Boards (select 3)

Which Boards would you like to apply for?

Winter Park Police Officers' Pension Board: Submitted

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

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

N/A

Are you currently serving on a City board?

☐ Yes ☒ No

If so, which one?

Have you previously served on a City board?

☐ Yes ☒ No

If so, which one(s)?

Why are you interested in serving on a City board?

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

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

☐ Yes ☒ No

If yes, please provide details:

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

☒ Yes ☐ No

Education and Work Experience

Education Background

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

Current employment status: *

☒ Employed

Helping Hand Lawn Care,
LLC

Employer

VP of Business Development

Job Title

Employer Address

5960 W Jones Ave, Zellwood FL

Current Professional License/Certification/Registration

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

[Ripper.Elder_Resume.pdf](#)

Upload a Resume

Community Involvement

Please provide your community involvement

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

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

Acknowledgements:

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

☒ Yes ☐ No

Disclosures

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

Elder Ripper

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

EDUCATION

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

Graduation: May 2022

Masters of Science in International Business, International Finance

GPA: 3.61

Bachelor of Science in Business Administration, Finance

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

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

WORK EXPERIENCE

Vice President of Business Development

December 2022 – Current

Helping Hand Lawn Care

Zellwood, FL

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

Vice President of Finance

June 2022 – December 2022

Kalagon INC

Melbourne, FL

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

Graduate Community Coordinator

January 2022 – June 2022

University of Florida Department of Housing

Gainesville, FL

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

Financial Intern

May 2021 – August 2021

Kalagon LLC

Melbourne, FL

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

EDUCATION AND LEADERSHIP DEVELOPMENT

Undergraduate Teachers Assistant

August 2021 – June 2022

University of Florida Department of Business

Gainesville, FL

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

IF Advisor

August 2021 – June 2022

Innovation Fellows

Gainesville, FL

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

Undergraduate Professor - Introduction to UF

July 2021 – June 2022

University of Florida Department of Education

Gainesville, FL

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

NOTABLE SKILLS & ABOUT ME

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

Citizen Board Application**Profile**

Diego

First Name

Benson-valdes

Last Name

Middle
Initial

Suffix

dvaldes505@gmail.com

Email Address

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

1620 Westchester Ave

Home Address

Suite or Apt

Winter Park

City

FL

State

32789

Postal Code

How long have you lived in Winter Park?

1

Mobile: (305) 519-7451

Primary Phone

Mobile: (305) 519-7451

Alternate Phone

Are you a City resident?☒ Yes ☐ No**Do you own property in the City?**☒ Yes ☐ No**Are you a registered voter?**☒ Yes ☐ No**Are you employed by the City?**☐ Yes ☒ No**Your Requested Boards (select 3)****Which Boards would you like to apply for?**

Winter Park Police Officers' Pension Board: Submitted

Question applies to multiple boards

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

None

Are you currently serving on a City board?

☐ Yes ☒ No

If so, which one?

Have you previously served on a City board?

☐ Yes ☒ No

If so, which one(s)?

Why are you interested in serving on a City board?

Service to the community

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

☐ Yes ☒ No

If yes, please provide details:

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

☒ Yes ☐ No

Education and Work Experience

Education Background

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

Current employment status: *

☒ Employed

Moffitt Cancer Center

Employer

Nursing Supervisor

Job Title

Employer Address

12902 USF Magnolia Drive, Tampa

Current Professional License/Certification/Registration

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

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

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

[Upload a Resume](#)

Community Involvement

Please provide your community involvement

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

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

Acknowledgements:

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

☐ Yes ☐ No

Disclosures

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

Profile

Russell

P

Allen

First Name

Middle Initial

Last Name

Suffix

rpallendc@gmail.com

Email Address

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

1120 Schultz Avenue

Home Address

Suite or Apt

WINTER PARK

City

FL

State

32789

Postal Code

How long have you lived in Winter Park?

20 years

Mobile: (407) 340-9689

Primary Phone

Alternate Phone

Are you a City resident?

☒ Yes ☐ No

Do you own property in the City?

☒ Yes ☐ No

Are you a registered voter?

☒ Yes ☐ No

Are you employed by the City?

☐ Yes ☒ No

Your Requested Boards (select 3)

Which Boards would you like to apply for?

Winter Park Police Officers' Pension Board: Submitted

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

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

Police Officers' Pension Fund Board

Are you currently serving on a City board?

☒ Yes ☐ No

If so, which one?

Police Officers' Pension Fund Board

Have you previously served on a City board?

☒ Yes ☐ No

If so, which one(s)?

Police Officers' Pension Fund Board

Why are you interested in serving on a City board?

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

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

☐ Yes ☒ No

If yes, please provide details:

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

☒ Yes ☐ No

Education and Work Experience

Education Background

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

Current employment status: *

☒ Employed

Opera Orlando

Employer

Senior Development Director

Job Title

Employer Address

406 E. Amelia Street, Orlando, FL 32803

Current Professional License/Certification/Registration

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

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

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

Upload a Resume

Community Involvement

Please provide your community involvement

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

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

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

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

Dependable Thoughtful Problem solver

Acknowledgements:

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

☒ Yes ☐ No

Disclosures

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

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

Resume

Cell) 407-340-9689

E-Mail) rpallendc@gmail.com

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

PROFESSIONAL EXPERIENCE

***Opera Orlando* Orlando, Florida**

2020 to present – Senior Development Director

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

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

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

2011 to 2020 – President and CEO (General Director)

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

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

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

2008 to 2011 – General Manager

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

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

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

***Orlando Ballet* Orlando, Florida**

2004 to 2008 – Executive Director

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

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

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

2000 to 2003 - General Manager

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

***Virginia Opera* Norfolk, Virginia**

1994 to 2000 - General Manager

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

The Phoenix Symphony Phoenix, Arizona

1989 to 1994 - Vice President & General Manager

1986 to 1989 - Orchestra Manager/Artistic Administrator

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

The San Antonio Symphony San Antonio, Texas

1984 to 1986 - General Manager

The Houston Symphony Houston, Texas

1980 to 1984 - Orchestra Manager

The Shreveport Symphony Shreveport, Louisiana

1979 to 1980 - General Manager

The Jacksonville Symphony Jacksonville, Florida

1978 to 1979 - Assistant Manager

Macalester College St. Paul, Minnesota

1973 to 1978 - Administrative Assistant/Music Department

The Dale Warland Singers St. Paul, Minnesota

1973 to 1978 - Executive Director

EDUCATION

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

BUSINESS AND COMMUNITY ACTIVITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OPERA America Consultant – Shreveport Opera May, 2002

Independent Consultant – Shreveport Opera February, 2003

NEA On-Site Reviewer – On-Going from 1996

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

Citizen Board Application

Profile

Sherwin

First Name

Sargeant

Last Name

Middle
Initial

Suffix

sherwin.sargeant23@gmail.com

Email Address

(Physical Address – no P.O. Box)

208 N. Park Avenue

Home Address

Suite or Apt

Winter Park

City

FL

State

32789

Postal Code

How long have you lived in Winter Park?

7 years

Home: (407) 616-1693

Primary Phone

Alternate Phone

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

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

Winter Park Firefighters' Pension Board: Submitted

Question applies to multiple boards

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

Code Compliance board

Are you currently serving on a City board?

☒ Yes ☐ No

If so, which one?

Code Compliance board

Have you previously served on a City board?

☒ Yes ☐ No

If so, which one(s)?

Code Compliance board

Why are you interested in serving on a City board?

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

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

☐ Yes ☒ No

If yes, please provide details:

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

☒ Yes ☐ No

Education and Work Experience

Education Background

Current employment status: *

☒ Self-Employed

Zingara Souls

Employer

Financial Advisor

Job Title

Employer Address

208 N Park ave Winter Park Florida 32789

Current Professional License/Certification/Registration

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

[Upload a Resume](#)

Community Involvement

Please provide your community involvement

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

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

Acknowledgements:

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

☒ Yes ☐ No

Disclosures

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

Citizen Board Application

Profile

Anthony

First Name

Gray

Last Name

Middle
Initial

tgray452@gmail.com

Email Address

452 Sylvan Drive

Home Address

Suite or Apt

Winter Park

City

FL

State

32789

Postal Code

What district do you live in?

None Selected

(407) 963-8851

Primary Phone

Alternate Phone

Do you reside within the Winter Park City Limits?

☐ Yes ☐ No

Employer

Job Title

Which Boards would you like to apply for?

Winter Park Firefighters' Pension Board: Submitted

Select Your District *

None Selected

Interests & Experiences

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

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

Upload a Resume**Demographics**

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

Ethnicity

None Selected

Political Party

None Selected

Gender

None Selected

Date of Birth

**item type**

Action Items Requiring Discussion

meeting date

July 10, 2024

prepared by

Hongmyung Lim, Engineer II

approved by

Randy Knight, City Manager

subject

S.R. 426 Coalition Project - Potential Brick intersections

motion | recommendation

Require direction from the City Commission

background

Under the Florida Department of Transportation's (FDOT) S.R. 426 Resurfacing, Restoration, and Rehabilitation (RRR) Coalition project, one of the features was to raise and brick several intersections within the corridor. These intersections include: Chase/Ollie, Cortland, Trismen, Shephard/Sylvan, and Phelps. The City of Winter Park has committed \$1.8 million to support FDOT in this project, which includes the brick intersections. FDOT has requested the City of Winter Park to provide a response to confirm bricking or stamping the intersections. If this is removed from the scope, then the cost to brick the intersections may be reduced from the committed \$1.8 million. Any funds reduced from the committed \$1.8 million can be allocated to other improvements that have emerged since the original project was kicked off, such as a traffic signal at the intersection of Aloma Avenue & Cortland Avenue.

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

1. Raised Intersection Brick Costs 10-24-23

Additional Cost for Adding Brick/Stamping to Raised Intersection Tops		
Intersection	Estimated Brick Cost	Estimated Stamped Cost
Chase/Ollie	\$ 131,169.65	\$ 60,609.00
Cortland	\$ 141,737.50	\$ 46,156.00
Trismen	\$ 142,706.07	\$ 58,976.00
Shephard/Sylvan	\$ 113,639.30	\$ 49,232.00
Phelps	\$ 82,243.93	\$ 27,413.00
Total	\$ 611,496.46	\$ 242,386.00

Additional Cost of Brick						
Pay Item Number	Description	Quantity	Unit	Unit Price	Cost	Notes
0102 1	MAINTENANCE OF TRAFFIC	1	LS	\$ 13,258.27	\$ 13,258.27	Additional MOT for lengthy construction time of laying brick
0110 1 1	CLEARING & GRUBBING	0.086	AC	\$ 23,398.10	\$ 2,012.24	
0160 4	TYPE B STABILIZATION	428.1	SY	\$ 20.00	\$ 8,562.00	
	CONCRETE BASE FOUNDATION	428.1	SY	\$ 150.00	\$ 64,215.00	9-inches, includes sand/joint filler
	NEW REPLICA BRICK, F&I	428.1	SY	\$ 135.00	\$ 57,793.50	Raised intersection top, excluding of crosswalks.
Subtotal					\$ 145,841.01	

Cost Savings of Brick						
Pay Item Number	Description	Quantity	Unit	Unit Price	Cost	
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	-94.18	TN	\$ 155.78	\$ (14,671.36)	Asphalt replaced by brick
Subtotal					\$ (14,671.36)	
Total					\$ 131,169.65	

Additional Cost of Brick						
Pay Item Number	Description	Quantity	Unit	Unit Price	Cost	Notes
0102 1	MAINTENANCE OF TRAFFIC	1	LS	\$ 14,426.42	\$ 14,426.42	Additional MOT for lengthy construction time of laying brick
0110 1 1	CLEARING & GRUBBING	0.086	AC	\$ 23,398.10	\$ 2,012.24	
0160 4	TYPE B STABILIZATION	466.4	SY	\$ 20.00	\$ 9,328.00	
	CONCRETE BASE FOUNDATION	466.4	SY	\$ 150.00	\$ 69,960.00	9-inches, includes sand/joint filler
	NEW REPLICA BRICK, F&I	466.4	SY	\$ 135.00	\$ 62,964.00	Raised intersection top, excluding of crosswalks.

Subtotal \$ 158,690.66

Cost Savings of Brick						
Pay Item Number	Description	Quantity	Unit	Unit Price	Cost	
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	-102.61	TN	\$ 155.78	\$ (15,984.59)	Asphalt replaced by brick

Subtotal \$ (15,984.59)

Total \$ 142,706.07

Additional Cost of Brick						
Pay Item Number	Description	Quantity	Unit	Unit Price	Cost	Notes
0102 1	MAINTENANCE OF TRAFFIC?	1	LS	\$ 14,326.19	\$ 14,326.19	Additional MOT for lengthy construction time of laying brick
0110 1 1	CLEARING & GRUBBING	0.094	AC	\$ 23,398.10	\$ 2,199.42	
0160 4	TYPE B STABILIZATION	462.5	SY	\$ 20.00	\$ 9,250.00	
	CONCRETE BASE FOUNDATION	462.5	SY	\$ 150.00	\$ 69,375.00	9-inches, includes sand/joint filler
	NEW REPLICA BRICK, F&I	462.5	SY	\$ 135.00	\$ 62,437.50	Raised intersection top, excluding of crosswalks.

Subtotal \$ 157,588.11

Cost Savings of Brick						
Pay Item Number	Description	Quantity	Unit	Unit Price	Cost	
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	-101.75	TN	\$ 155.78	\$ (15,850.62)	Asphalt replaced by brick

Subtotal \$ (15,850.62)

Total \$ 141,737.50

Additional Cost of Brick						
Pay Item Number	Description	Quantity	Unit	Unit Price	Cost	Notes
0102 1	MAINTENANCE OF TRAFFIC	1	LS	\$ 11,487.02	\$ 11,487.02	Additional MOT for lengthy construction time of laying brick
0110 1 1	CLEARING & GRUBBING	0.072	AC	\$ 23,398.10	\$ 1,684.66	
0160 4	TYPE B STABILIZATION	371.1	SY	\$ 20.00	\$ 7,422.00	
	CONCRETE BASE FOUNDATION	371.1	SY	\$ 150.00	\$ 55,665.00	9-inches, includes sand/joint filler
	NEW REPLICA BRICK, F&I	371.1	SY	\$ 135.00	\$ 50,098.50	Raised intersection top, excluding of crosswalks.

Subtotal \$ 126,357.18

Cost Savings of Brick						
Pay Item Number	Description	Quantity	Unit	Unit Price	Cost	
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	-81.64	TN	\$ 155.78	\$ (12,717.88)	Asphalt replaced by brick

Subtotal \$ (12,717.88)

Total \$ 113,639.30

Additional Cost of Brick						
Pay Item Number	Description	Quantity	Unit	Unit Price	Cost	Notes
0102 1	MAINTENANCE OF TRAFFIC	1	LS	\$ 8,313.26	\$ 8,313.26	Additional MOT for lengthy construction time of laying brick
0110 1 1	CLEARING & GRUBBING	0.053	AC	\$ 23,398.10	\$ 1,240.10	
0160 4	TYPE B STABILIZATION	268.5	SY	\$ 20.00	\$ 5,370.00	
	CONCRETE BASE FOUNDATION	268.5	SY	\$ 150.00	\$ 40,275.00	9-inches, includes sand/joint filler
	NEW REPLICA BRICK, F&I	268.5	SY	\$ 135.00	\$ 36,247.50	Raised intersection top, excluding of crosswalks.
Subtotal					\$ 91,445.86	

Cost Savings of Brick						
Pay Item Number	Description	Quantity	Unit	Unit Price	Cost	
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	-59.07	TN	\$ 155.78	\$ (9,201.92)	Asphalt replaced by brick
Subtotal					\$ (9,201.92)	
Total					\$ 82,243.93	

**item type**

Public Hearings: Quasi-Judicial Matters

meeting date

July 10, 2024

prepared by

Jeffrey Briggs

approved by

Randy Knight, City Manager

subject

Vesting of certain West Fairbanks properties under C-3 zoning.

motion | recommendation

Agree to the Vesting under C-3 zoning.

background

The owners of the properties at 805; 801; 771; 860, 718, 711, 670, 666 and 660 West Fairbanks are requesting to be vested under the provisions of the Commercial (C-3) zoning that was in place prior to the inclusion of these properties within the Orange Avenue Overlay (OAO).

With the adoption of the Orange Avenue Overlay, a "vesting" provision was added to the Ordinance to allow property owners who could demonstrate that they would lose economic value due to the regulations included in the Orange Avenue Overlay versus their previous underlying Commercial (C-3) zoning. The vesting excerpt in the Ordinance is copied below:

SECTION 2. Vesting. In order to not adversely affect development projects that are in process and for which expenditures have been made in reliance upon the existing code provisions, the City will allow such development projects to be subject to the underlying zoning and future land use of the property, land development regulations and conditions of development approval existing prior to the adoption of this Ordinance provided such development's site and building floor plans and/ or conditional use have been received and approved by the City prior to the effective date of this Ordinance. However, for any development project that received a conditional use approval from the City Commission prior to the effective date of this Ordinance, the expiration of that conditional use approval per Section 58-90 shall apply, and the City Commission will not approve any Conditional Use extensions of those development projects that have been approved prior to the effective date of this Ordinance. Further, to address claims of an inordinate burden to an existing use of real property or a vested right to a specific use of property, the City Commission may adopt land development regulations to allow, upon further City Commission approval, development of property within the OAO pursuant to the underlying zoning and future land use of the property existing prior to the

adoption of this Ordinance and other applicable land development regulations without compliance with or the benefit of the goals, objectives and policies of this Ordinance and its implementing land development regulations.

In particular, the impact of the required 25% open space mandate in the OAO, applies to projects over 1.25 acres in size. As the table below indicates, when one takes away 25% of a property for use only and exclusively as 'open space', then that land (25% of the overall site) is not available for use for building space or parking.

805/801/771 W. Fairbanks	Orange Avenue Overlay	Commercial (C-3)
Developable Property	62,015 sq. ft.	82,686 sq. ft.
One-Story Building Yield	19,658 sq. ft.	26,210 sq. ft.

860 W. Fairbanks	Orange Avenue Overlay	Commercial (C-3)
Developable Property	137,927 sq. ft.	183,902 sq. ft.
Building Yield with no parking garage	46,511 sq. ft.	62,067 sq. ft.

Staff Conclusion and Recommendation on the Request to be Vested: There is no question that providing 25% of a site as open space reduces land available for building or parking, which will in turn yield less square footage and economic value with the OAO regulations than under the C-3 zoning regulations. This would not be the case for OAO projects that have a parking garage. A project with a parking garage component has parking that is stacked vertically versus providing parking horizontally on a surface parking lot. The OAO code requirement for 25% open space works well for projects with parking garages because the added building density of the parking garage structure can be offset by the increased open space.

As a term and condition of the approval for "vesting", the property owners are committing that none of the properties specified will have a parking garage, that none will have any building higher than three stories and that all the properties will only have surface parking lots. The net result will be that the C-3 development rules will be the exact same for these properties as all the other C-3 zoned properties in the City, such as on Fairbanks, Orlando, and Aloma Avenues.

Community Benefit Agreement: In the review of a project to redevelop the former 'truck lot' properties on the northeast corner of Denning Drive and Fairbanks Avenue (805/801/771 W. Fairbanks), the City expressed interest in acquiring land along Fairbanks Avenue in order to construct a left turn lane, heading west on Fairbanks Avenue at Denning Drive in order to remove the current bottleneck that now exists. The City also expressed interest in acquiring the vacant residential properties on the southeast corner of Comstock and Denning Drive for a regional storm water retention area to help with the flooding that occurs at MLK Jr. Park and Lake Midget. This has resulted in a draft Development Agreement between the property owners, DI Partners LLLC and the City, as follows:

DI Partners LLLP commitments to the City of Winter Park:

- a. Donation of the south 10.4 feet of 805 W. Fairbanks Avenue and a triangular transition

parcel from 801 W. Fairbanks Avenue starting at 10.4 feet at the western boundary and transitioning down to Zero feet at the eastern boundary of 801 W, Fairbanks Avenue altogether for the purpose of providing for a transportation safety and mobility improvement to create a left-hand turn lane heading westbound at the intersection of Fairbanks and Denning Drive. Such improvements shall be at no expense to DI Partners LLLP and shall be the responsibility of the City and/or FDOT.

b. Donation of the north 2 feet of 860 W. Fairbanks Avenue and a triangular transition parcel from 710 W. Fairbanks starting at 2 feet at the western boundary and transitioning down to Zero feet at a point 100 feet from Capen Avenue for the purpose of providing for a transportation safety and mobility improvement to widen the travel lanes from 9 feet wide to 10 feet wide.

c. Donation of the properties at 882; 872 and 862 W. Comstock Avenue for storm water treatment and flood control of roadway and parking lot drainage as may be accommodated. City to attractively landscape such storm water retention area with perimeter hedging and interior cypress tree plantings.

d. Sale to the City of Winter Park of the vacant single-family lot/property at 809 W. Comstock Avenue for development as attainable housing for \$250,000 with the City to cover all closing costs and provide written confirmation as to the charitable contribution of any such value confirmed by appraisal above that cost

City of Winter Park commitments to DI Partners LLLP:

a. The application of vested C-3 zoning (without exception or carveout except as set forth below) for construction on 805; 801; 771; 860, 718, 711, 670, 666 and 660 West Fairbanks provided that:

- i. No building would exceed 3 stories anywhere on the properties;
- ii. No parking garage would be built on any of the properties;
- iii. The existing landscape islands and live oak trees at the two corners of W. Fairbanks and Denning Drive and Capen Avenue will be preserved and maintained in any redevelopment plan and consistent with current code, credits applied for any parking that otherwise could occur in those two locations.
- iv. No type of motor vehicle use (sales, service, rental) would be requested on the redeveloped property except as a continuation of a current business, to the extent it may still be allowable in C-3 zoning;
- v. Parking standards of the Orange Avenue Overlay to apply but no variances from the C-3 zoning requirements would be requested and no conditional uses for any special business type would be requested.

b. The City to vacate (subject to reservation of underground utility easements) the north 6 feet of the right-of-way of Holt Avenue from its intersection with South Denning Drive east to its intersection with Capen Avenue.

c. Consistent with Section 59-9 of the City's Transportation Impact Fee ordinance and in recognition of the aforementioned donations, the City provide credit for such and waive

transportation impact fees on any development on 860/805/801/771/711 West Fairbanks Avenue, in conformance with the Transportation Impact Fee ordinance provisions for contributions toward roadway improvement projects in lieu of fees paid.

d. The City to preserve the public parking on West Comstock Avenue immediately in front of the proposed storm water retention improvement and allow the properties at 805, 801 and 771 W. Fairbanks to access the storm water retention area for development on the aforementioned properties, if feasible.

Summary and Recommendation:

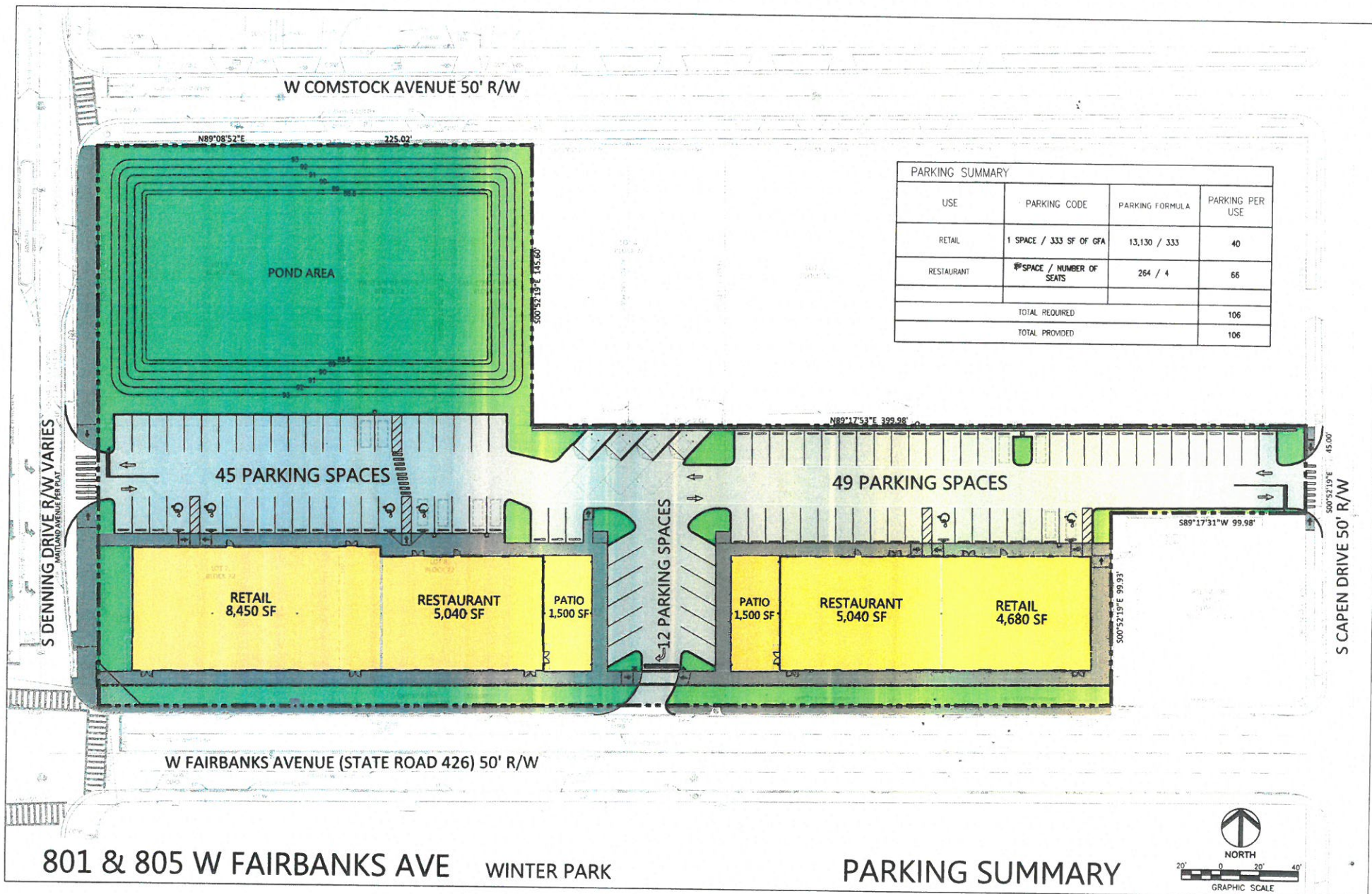
This City's transportation impact fee ordinance allows for contributions towards traffic improvements to function as credits towards those fees. In this case, the donations of land for the left-hand turn lane on Fairbanks at Denning Drive, the widening of the roadway widths on Fairbanks, and the provision of storm water retention for roadway drainage all qualify for such credits. Given the self-imposed limitations on the scale of future redevelopment by DI Partners LLLP, the provisions of the Orange Avenue Overlay would not apply and the use of the underlying C-3 zoning is appropriate. To transition from two parties in an adversarial legal disagreement to now becoming partners in allowing for redevelopment and redevelopment credits/contributions that will improve traffic flow and traffic safety along with storm water improvement is noteworthy.

alternatives | other considerations

fiscal impact

attachments

1. Community Benefit Agreement Map
2. Site Plan, Street View, Aerial



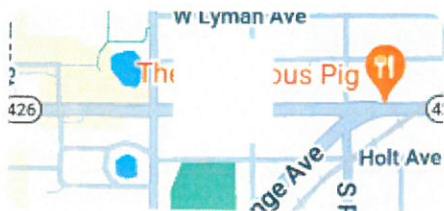
Winter Park, Florida

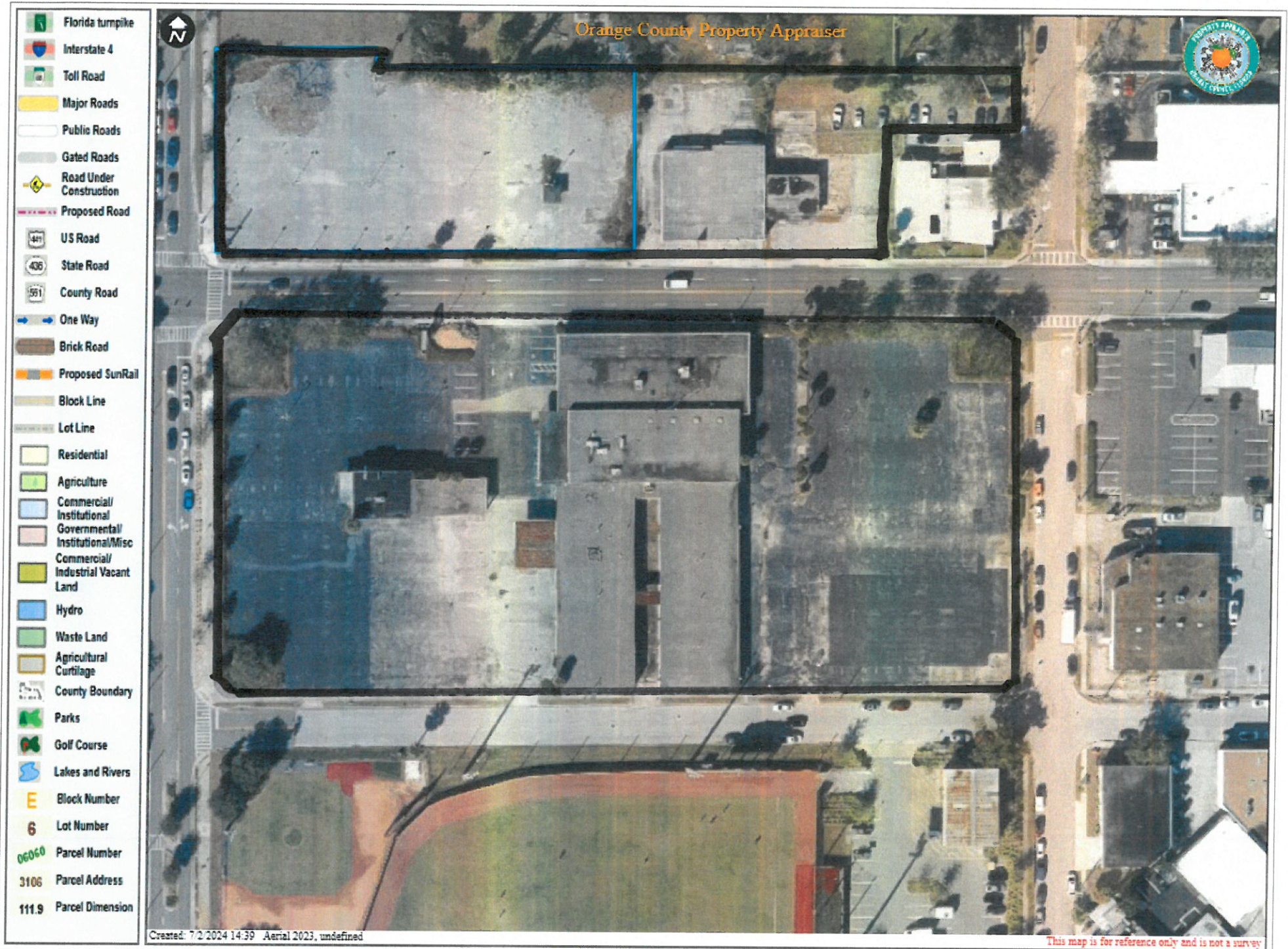
Google Street View

Jun 2022 [See more dates](#)



Image capture: Jun 2022 © 2024 Google







City Commission

agenda item 13.a

item type

Public Hearings: Non Quasi-Judicial Matters

meeting date

July 10, 2024

prepared by

Jeffrey Briggs

approved by

Randy Knight, City Manager

subject

Resolution 2288-24 - Enacting Opt-Out for the Live Local Act Property Tax Exemption

motion | recommendation

Approve the Resolution by a two-thirds majority (requires four yes votes).

background

The Live Local Act, approved during the 2023 session of the Florida Legislature, established a new ad valorem tax exemption for newly constructed multifamily developments that provide affordable housing within certain income thresholds. However, during the 2024 Legislative session, the Legislature approved a bill that allows certain local governments to opt out of the exemption. The City of Winter Park qualifies for the opt-out. By opting out, the apartment complexes will not be able to avail themselves of the tax exemption, which will result in an undetermined positive fiscal impact for the city. Five of the city's top ten property taxpayers are apartment complexes. A property tax exemption for any of these apartment complexes would have a significant impact upon general fund revenues.

Live Local Act: The Live Local Act was passed into law during the 2023 Legislative Session as Senate Bill 102, which became Chapter 2023-17, Laws of Florida, upon becoming a law. This bill created a new exemption from ad valorem taxation by creating subsection (b) of section 196.1978, Florida Statutes, which provides an exemption for certain not-for profit charitable entities that provide extremely-low to moderate-income rental units. During the most recent Legislative session, the Legislature passed House Bill 7073, which became Chapter 2024-158, Laws of Florida.

2024 Legislative amendment: During the most recent Legislative session, the Legislature passed House Bill 7073, which became Chapter 2024-158, Laws of Florida upon signature by Governor Desantis. The bill amended section 196.1978, Florida Statutes, to allow taxing authorities (which includes municipalities) to elect, via approval of an ordinance or resolution approved by a two-thirds vote of the governing body, to opt out of the exemption. Taxing authorities may only opt out if the taxing authority's metropolitan statistical area (MSA) has a greater number of affordable and available units than the number of rental households in the

0-120 percent area median income (AMI) according to the most recent Shimberg Center survey. The survey in Appendix 4 on Page 32 notes that this applies to the Orlando-Kissimmee MSA

Resolution to Enact Opt-Out: This resolution contains a finding that the Orlando-Kissimmee MSA qualifies for the opt-out, and directs the Orange County Property Appraiser to not grant any exemptions between January 1, 2025, and January 1, 2027, in accordance with the requirements of the statute. In accordance with the statute, this Resolution requires a 2/3 majority vote, which means that there must be four yes votes in order to enact the Resolution. This Resolution does not affect any exemptions that were granted prior to the adoption of this Resolution. The City Attorney's office has reviewed this matter and has approved the Resolution text and concurs that Winter Park qualifies for this opt-out.

alternatives | other considerations

fiscal impact

attachments

1. Resolution Ad Valorem exemption BEP rev
2. Shimberg Housing Study_2023 Annual Report

RESOLUTION NO. ____-24

A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA, ELECTING TO NOT EXEMPT CERTAIN PROPERTY UNDER SECTION 196.1978(3)(o) AS ENACTED BY CHAPTER 2024-158, LAWS OF FLORIDA, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 196.1978(3), Florida Statutes, contains the "Live Local Act Property Tax Exemption," which requires the county property appraiser to exempt rental properties from ad valorem taxation if the properties meet certain requirements under the Live Local Act; and

WHEREAS, the Florida Legislature passed HB 7073 during the 2024 legislative session; and

WHEREAS, on May 7, 2024, Governor Ron DeSantis signed HB 7073, which became Chapter 2024-158, Laws of Florida; and

WHEREAS, Chapter 2024-158, Laws of Florida, which will be codified as Section 196.1978(3)(o), Florida Statutes, provides an exemption from ad valorem taxation for certain properties deemed affordable housing for persons or families whose annual household income is between 80 and 120 percent of the median annual adjusted gross income for households within the Orlando-Kissimmee, Florida Metropolitan Statistical Area (MSA); and

WHEREAS, Chapter 2024-158, Laws of Florida, provides that a taxing authority (including the City of Winter Park ("City")) is authorized to opt out of providing the 80 to 120 tax exemption if certain conditions are met, starting with the 2025 tax roll, if the City Commission, by a two-thirds majority vote, finds that the latest Shimberg Center for Housing Studies Annual report identifies that the number of affordable and available units in the MSA is greater than the number of renter households in the MSA in the 80 to 120 income group; and

WHEREAS, the latest Shimberg Annual Report is provided as an attachment to this Resolution and is hereby incorporated by reference and

WHEREAS, the City Commission of the City of Winter Park hereby finds that the latest Shimberg Annual Report identifies a surplus of affordable and available units in the Orlando-Kissimmee, Florida MSA, which includes the City, for those households that meet the income criteria for the 80 to 120 tax exemption; and

WHEREAS, the City Commission of the City of Winter Park hereby finds that the City is a taxing authority that is eligible to adopt a resolution to not exempt properties that would otherwise be eligible for the Live Local Property Tax Exemption.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated in this Resolution by reference.

SECTION 2. The City Commission finds that the City is within the Orlando-Kissimmee, Florida MSA, and that, based on the Shimberg Annual Report, the number of affordable and available units in the MSA is greater than the number of renter households in the MSA for the category entitled "0-120 percent AMI."

SECTION 3. Pursuant to Section 196.1978(3)(o), Florida Statutes, the City hereby elects not to exempt properties eligible for the 80 to 120 Tax Exemption otherwise allowed for under Section 196.1978(3)(d)1.a., Florida Statutes, and directs the Orange County Property Appraiser not to grant any such exemptions.

SECTION 4. This Resolution applies to the ad valorem property tax levies imposed by the City only.

SECTION 5. This Resolution shall take effect on January 1, 2025, and shall expire on January 1, 2027. This Resolution may be renewed prior to its expiration date in accordance with Florida law.

SECTION 6. This Resolution has been duly advertised in accordance with Section 50.011(1), Florida Statutes. A copy of this Resolution shall be provided to the Orange County Property Appraiser prior to January 1, 2025.

SECTION 7. This Resolution does not impact a property owner of a multifamily project which was granted an exemption pursuant to Section 196.1978(3)(d)1.a., Florida Statutes, prior to the adoption of this Resolution. Such property owner may continue to receive the exemption for each consecutive year that the property owner applies for and is granted the exemption.

SECTION 8. SEVERABILITY. If any provision of this Resolution or application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared severable.

ADOPTED by a _____ vote at a regular meeting of the City Commission of the City of Winter Park, Florida, this _____ day of _____, 2024.

ATTEST:

Rene Cranis,
City Clerk

Sheila DeCiccio, Mayor



Shimberg Center for Housing Studies

2023 Annual Report

Shimberg Center for Housing Studies, M.E. Rinker School of Construction Management,
University of Florida, P.O. Box 115703, Gainesville, Florida 32611-5703

CONTENTS

Introduction	2
Housing Supply	2
Housing Production.....	3
Assisted Housing Inventory	6
Home Sales	8
Rental Markets.....	12
Affordable Housing Needs: Renters and Special Populations	13
Elderly Households	16
Persons with Disabilities.....	17
Persons with Special Needs.....	17
Affordable and Available Rental Housing Supply	18
Shimberg Center Activities	20
Florida Housing Data Clearinghouse	20
Community Resilience and Disaster Response	20
Promoting Housing Stability and Affordability	21
General Technical Assistance and Presentations	22
Teaching	22
Appendix 1. County Housing Supply, 2023	24
Appendix 2. Housing Production by County and Housing Type, 2022.....	27
Appendix 3. Sales Volume and Prices (2023 \$) by County, 2022	29
Appendix 4. Surplus/Deficit of Affordable and Available Rental Housing Units by Income (% AMI), Florida Regions, 2022.....	32

INTRODUCTION

Florida's population grew by over 450,000 people through migration alone in 2021 and 2022. The state's increasing population has led to continuing strong demand for housing. Production has continued apace in recent years, with especially active single family construction in fast-growing mid-sized counties and multifamily construction in the state's urban centers. Home prices have returned to their boom era peaks, while rents reached a more stable growth rate in 2023 after sharp increases in the preceding two years.

This report describes recent trends in housing production, home prices and rents, and the affordable housing inventory. Florida's growth has placed additional pressure on the state's affordable housing supply, and the report includes data on the affordable housing needs of the general population, elders, persons with disabilities, and special needs households.

The report also summarizes the Shimberg Center's 2023 activities in research, teaching, and technical assistance. The Center was established by the Florida Legislature in 1988 as a research hub to facilitate the provision of safe, decent, and affordable housing and related community development. Based in the M.E. Rinker School of Construction Management in University of Florida's College of Design, Construction, and Planning, the Shimberg Center provides applied research and technical assistance to state agencies, local planners, the housing industry, non-profits, and others involved in shaping our state's housing policy.

HOUSING SUPPLY

Florida's 5.7 million single family homes make up the largest share of the housing supply. Seventy-one percent of these homes are homesteaded, indicating that they serve as the owner's primary residence rather than second homes, vacation homes, or rental properties.

Most of the rest of Florida's housing inventory is made up of different types of multi-unit housing. Condominiums make up 1.6 million units. These are much more likely to serve as second homes or vacation units; 37 percent are homesteaded. Units in multifamily rental developments make up a similar share of the housing stock, with 1.68 million units. These are divided between approximately 1.27 million units in developments with 10 or more units and 407,000 units in 2-9 unit properties, mostly duplexes. A small share of the 2-9 unit properties are homesteaded (21 percent), indicating that the owner occupies one unit in the building.

Mobile homes on their own parcels make up approximately 437,000 units, of which half are homesteaded. These are individually owned parcels that are distinct from the state's 2,292 licensed mobile home parks with 291,021 lots for rent.

Table 1. Florida Housing Supply, 2023

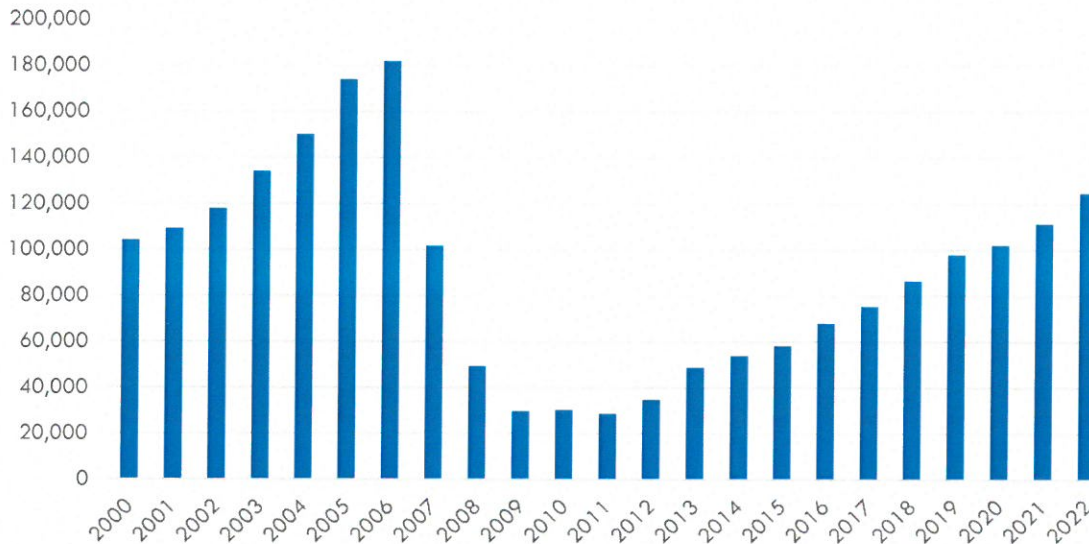
Single Family Homes	Condominiums	Mobile Homes	Multifamily 2-9 Units	Multifamily 10+ Units
• 5,745,641 parcels • 4,063,726 homesteaded (71%)	• 1,605,160 parcels • 591,076 homesteaded (37%)	• 437,337 parcels • 225,935 homesteaded (52%)	• 155,994 parcels with 406,864 units • 32,919 homesteaded (21%)	• 15,251 parcels with 1,274,074 units

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 1 for housing supply by county.

HOUSING PRODUCTION

Florida produced approximately 125,000 single family homes in 2022, the last full year for which data is available. This production level is similar to the early 2000s—lower than the number of homes built during the 2004-2006 peak years, but well above the production level following the 2008 housing crash.

Figure 1. Single Family Homes by Year Built, Florida, 2000-2022



Source: Florida Department of Revenue, Name-Address-Legal File

Mid-sized counties led Florida's single family home growth in 2022. Polk County was the state's construction hotspot, with 9,235 single family homes built. Of the top ten counties for single family construction, only Hillsborough and Duval were large urban counties.

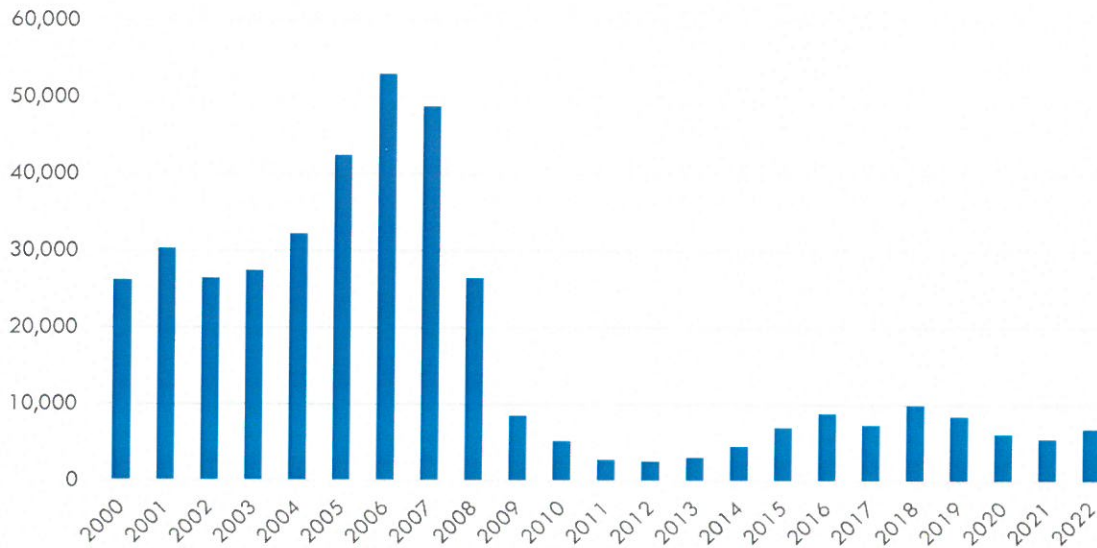
Table 2. New Single Family Homes Built, Top Ten Counties, 2022

County	Single Family Homes Built
Polk	9,235
Lee	7,432
Pasco	7,019
Hillsborough	6,638
Osceola	5,778
St. Johns	5,638
St. Lucie	5,461
Duval	5,338
Manatee	4,930
Marion	4,799

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for single family construction in all counties.

New condominium construction was much more modest and heavily geographically concentrated. The state built 6,855 condominium units in 2022, similar to annual production over the past 15 years but well below 2000-2008 production levels.

Figure 2. Condominiums by Year Built, Florida, 2000-2022



Source: Florida Department of Revenue, Name-Address-Legal File

Sixty percent of units built in 2022 (4,091) were located in Miami-Dade County. No other county added more than a few hundred new units.

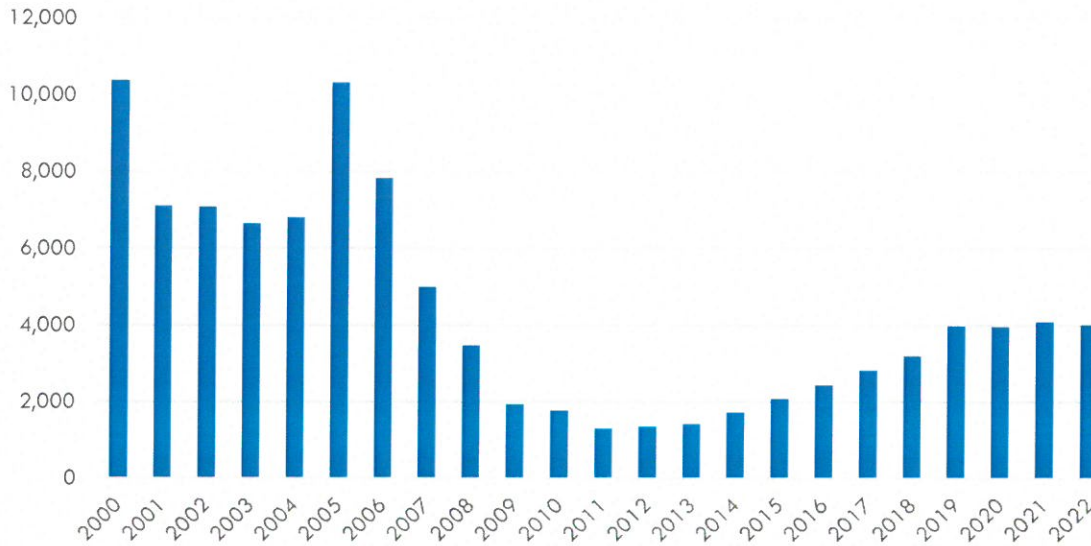
Table 3. New Condominium Units Built, Top Ten Counties, 2022

County	Condominium Units Built
Miami-Dade	4,091
Collier	654
Sarasota	293
Charlotte	292
Lee	176
Broward	156
Brevard	151
Pinellas	143
Monroe	124
Manatee	122

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for condominium construction in all counties.

Mobile homes continued to provide an affordable alternative to stick-built single family homes. The state added 4,013 mobile homes on individual parcels in 2022; this does not include homes in mobile home parks. This level of production was well above levels in the 2010s decade but below 2000s-era production.

Figure 3. Mobile Homes by Year Added, Florida, 2000-2022



Source: Florida Department of Revenue, Name-Address-Legal File. Includes mobile homes on individual parcels. Does not include units in mobile home parks.

Mobile home production was scattered throughout the state. Most units were added in mid-sized or rural counties.

Table 4. New Mobile Homes Added, Top Ten Counties, 2022

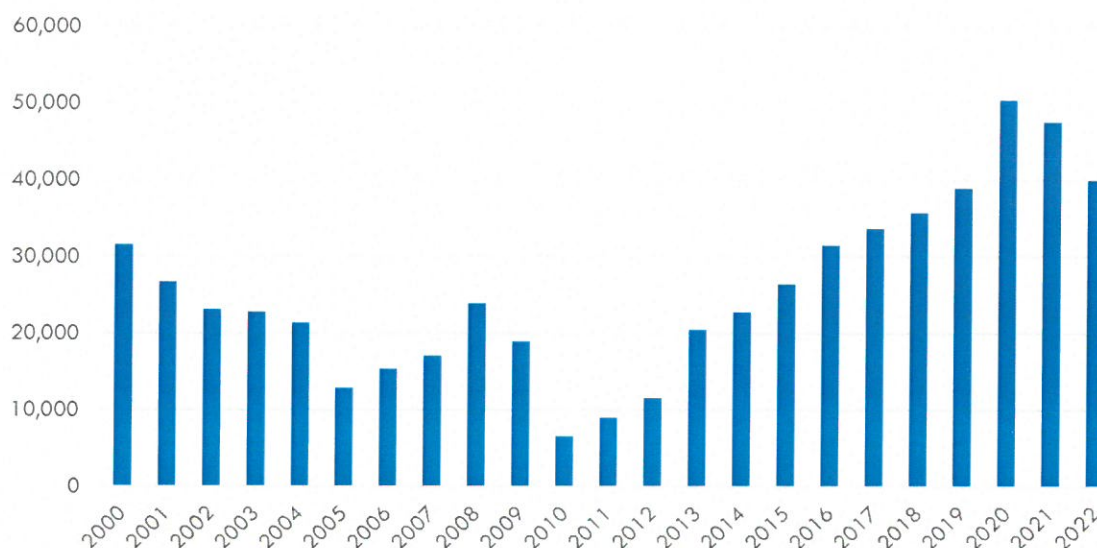
County	Mobile Homes Built
Bay County	236
Polk County	200
Marion County	178
Pasco County	177
Walton County	148
Citrus County	145
Santa Rosa County	133
Levy County	122
Clay County	118
Suwannee County	116

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for mobile homes added in all counties.

Florida added 274 multifamily rental developments with 39,966 housing units in 2022.¹ The state has been adding multifamily units at a rapid pace over the last five years compared to earlier in the 2000s and 2010s.

¹ This accounts for developments with 10 or more housing units. The state also added 843 smaller developments, mostly duplexes, for an additional 1,698 units. See Appendix 2 for production by county.

Figure 4. Multifamily Units by Year Built, Florida, 2000-2022



Source: Florida Department of Revenue, Name-Address-Legal File. Includes units in multifamily developments with 10 or more units.

Multifamily development was concentrated in Florida's large urban counties and in fast-growing mid-sized counties including Bay, Polk, and Lee.

Table 5. New Multifamily Units Built, Top Ten Counties, 2022

County	Multifamily Units Built
Orange County	6,567
Hillsborough County	6,349
Miami-Dade County	4,884
Broward County	3,099
Duval County	2,590
Bay County	2,117
Palm Beach County	1,774
Pinellas County	1,623
Polk County	1,366
Lee County	1,255

Source: Florida Department of Revenue, Name-Address-Legal File. Includes units in multifamily developments with 10 or more units. See Appendix 2 for multifamily developments and units added in all counties.

ASSISTED HOUSING INVENTORY

The Shimberg Center's Assisted Housing Inventory tracks affordable rental housing developments with funding from Florida Housing Finance Corporation, U.S. Department of Housing and Urban Development (HUD), USDA Rural Development, and local housing finance authorities. Florida's assisted housing stock currently consists of 3,047 developments with 306,400 affordable units—10 percent of Florida's rental housing supply.

In 2022 and 2023, Florida added 107 assisted rental developments with 12,715 total units to the development pipeline. All of these developments were funded by Florida Housing Finance Corporation.

Table 6 shows the characteristics of the new and forthcoming affordable housing developments. It shows that one-third of new assisted housing units are in developments targeting special populations, including elders, homeless individuals and families, persons with disabilities, and farmworkers. Most units (71 percent) are one or two bedroom apartments, and most (59 percent) target households up to 60 percent of area median income (AMI).

Table 6. Characteristics of New Assisted Housing Developments, Florida, 2022-2023

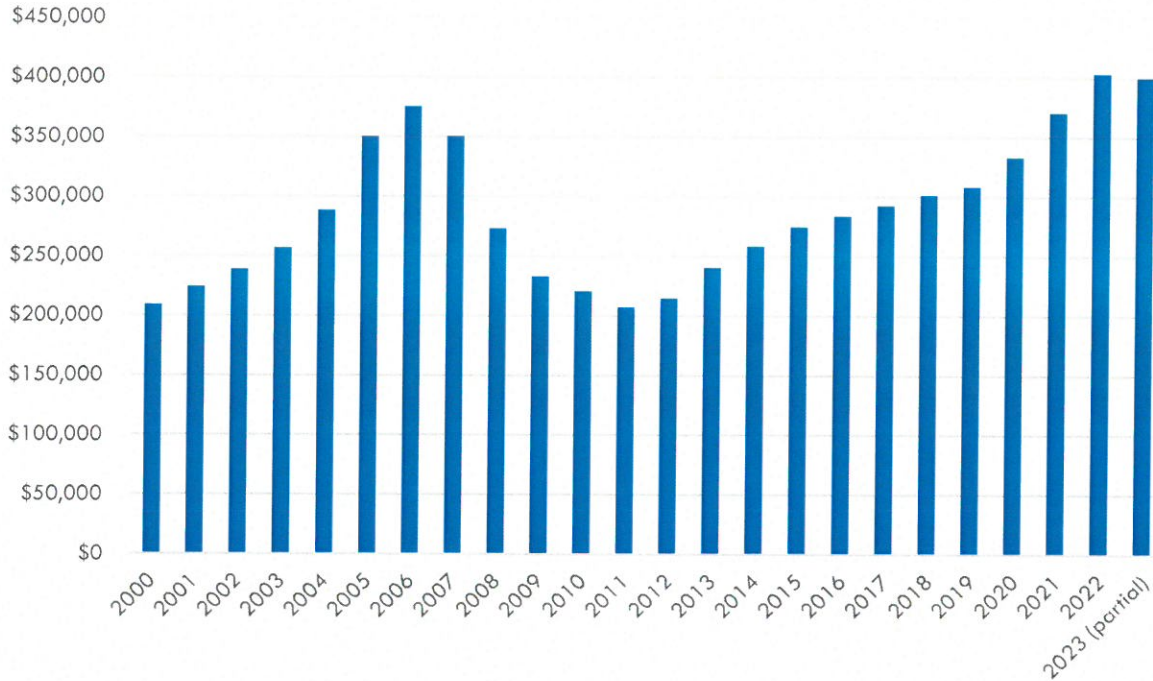
		Developments	Units	% of Units
Total Developments 2022-2023		107	12,715	-
County Size	Large	56	7,812	61%
	Medium	40	4,490	35%
	Small	11	413	3%
Target Population	Family; Link	32	4,074	32%
	Family	32	4,297	34%
	Elderly; Family; Link	19	1,861	15%
	Elderly	11	1,478	12%
	Homeless; Persons with Disabilities	7	410	3%
	Homeless	2	145	1%
	Homeless; Link	1	60	0%
	Elderly; Family	1	298	2%
	Farmworker	1	20	0%
	Family; Homeless; Link; Persons with Disabilities	1	72	1%
Unit Size	0 BR	-	344	3%
	1 BR	-	4,407	35%
	2 BR	-	4,520	36%
	3 BR	-	1,392	11%
	4 or more BR	-	76	0.6%
	Not Avail.	-	1,976	16%
Income & Rent Limits	<=35% AMI	-	1,172	9%
	40-50% AMI	-	1,131	9%
	55-60% AMI	-	7,546	59%
	65-80% AMI	-	1,772	14%
	Not Avail.	-	1,094	9%

Source: Shimberg Center for Housing Studies, Assisted Housing Inventory. "Link" in Target Population refers to Florida Housing Finance Corporation's Link program, under which developers provide a portion of housing units to special needs households referred by community-based supportive service providers. Percentages may not total exactly 100% due to rounding.

HOME SALES

Florida's housing markets have returned to their mid-2000s strength. The statewide median single family home price reached \$400,000 in the first half of 2023. This exceeded the previous inflation-adjusted peak of \$376,000 from 2006 (all prices in 2023 dollars).

Figure 5. Median Single Family Home Sale Price (2023 \$), Florida, 2000-2023



Source: Florida Department of Revenue, Sales Data File. Median prices converted to 2023 dollars using the Consumer Price Index to adjust for inflation.

The sale price growth extended throughout the state. All but six counties surpassed their mid-2000s peak price in 2022 or 2023. Median home prices in the first half of 2023 ranged from the upper \$100,000s in rural North Florida counties to over \$750,000 in coastal counties with strong luxury and second home markets.

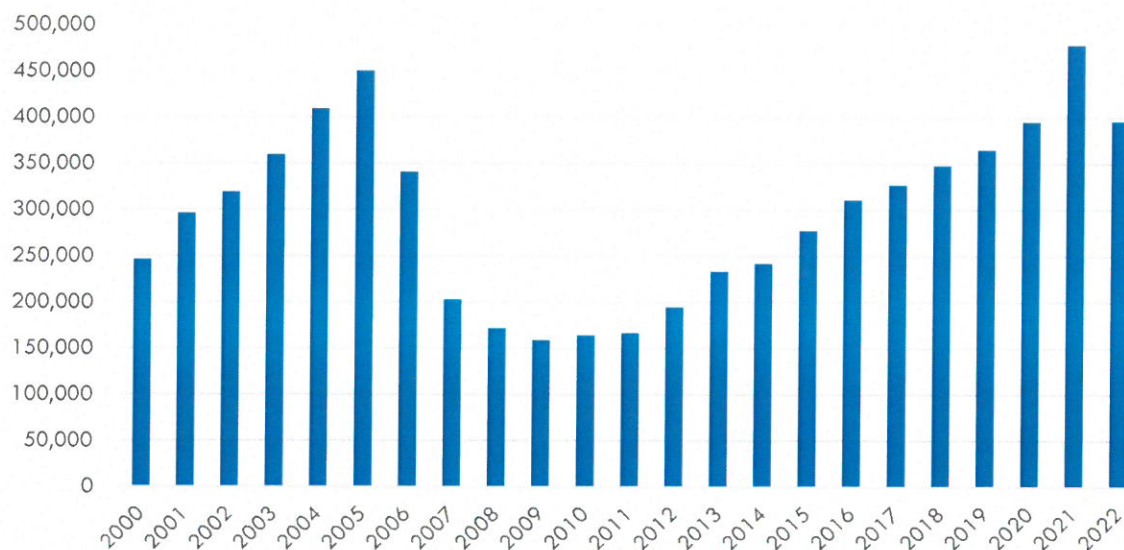
Figure 7. Florida Counties by Median Single Family Home Price, Q1-2 2023

<u>\$150,000-199,999</u>	<u>\$200,000-249,999</u>	<u>\$250,000-299,999</u>	<u>\$300,000-349,999</u>
Calhoun	Bradford	Baker	Alachua
Dixie	Columbia	Citrus	Bay
Hamilton	Gadsden	DeSoto	Clay
Holmes	Hardee	Duval	Hernando
Jackson	Highlands	Escambia	Pasco
Lafayette	Putnam	Gilchrist	Polk
Liberty	Suwannee	Glades	Volusia
Madison	Taylor	Hendry	Wakulla
	Washington	Jefferson	
		Leon	
		Levy	
		Marion	
		Okeechobee	
		Union	
<u>\$350,000-399,999</u>	<u>\$400,000-499,999</u>	<u>\$500,000-749,999</u>	<u>\$750,000-1,000,000+</u>
Brevard	Franklin	Broward	Collier
Charlotte	Gulf	Manatee	Monroe
Flagler	Lee	Martin	Walton
Hillsborough	Nassau	Miami-Dade	
Indian River	Orange	Palm Beach	
Lake	Osceola	St. Johns	
Okaloosa	Pinellas		
Santa Rosa	Sarasota		
St. Lucie	Seminole		
Sumter			

Source: Florida Department of Revenue, Sales Data File

The volume of single family sales has also been strong. There were 396,011 single family home sales in 2022, down from a peak of 478,574 sales in 2021 but similar to average annual sales volume in the early boom years of 2003-2004.

Figure 8. Number of Single Family Home Sales, Florida, 2000-2022



Source: Florida Department of Revenue, Sales Data File

Hillsborough County had the most active single family market in the state, with over 25,000 sales in 2022. As Table 7 shows, sales were highest in Florida's populous urban counties, but growing mid-sized counties (Lee, Polk, Pasco, and Brevard) also saw strong home sales.

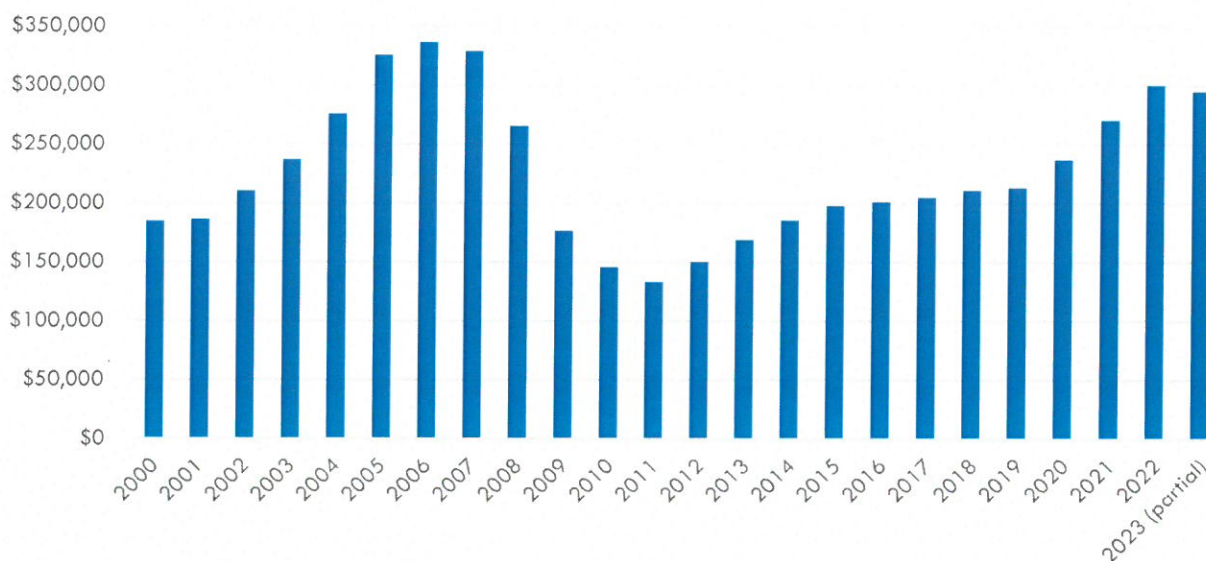
Table 7. Number of Single Family Home Sales, Top Ten Counties, 2022

County	Single Family Sales
Hillsborough	25,403
Broward	21,258
Lee	21,010
Polk	20,853
Duval	20,507
Orange	19,293
Pasco	17,762
Palm Beach	17,440
Miami-Dade	15,438
Brevard	14,008

Source: Florida Department of Revenue, Sales Data File. See Appendix 3 for sales in all counties.

The condominium market was also strong. The state's median condominium sales price was \$295,000 in the first half of 2023, below 2005-2007 levels but well above 2002-2004 and 2009-2020 prices.

Figure 9. Median Condominium Sale Price (2023 \$), Florida, 2000-2023

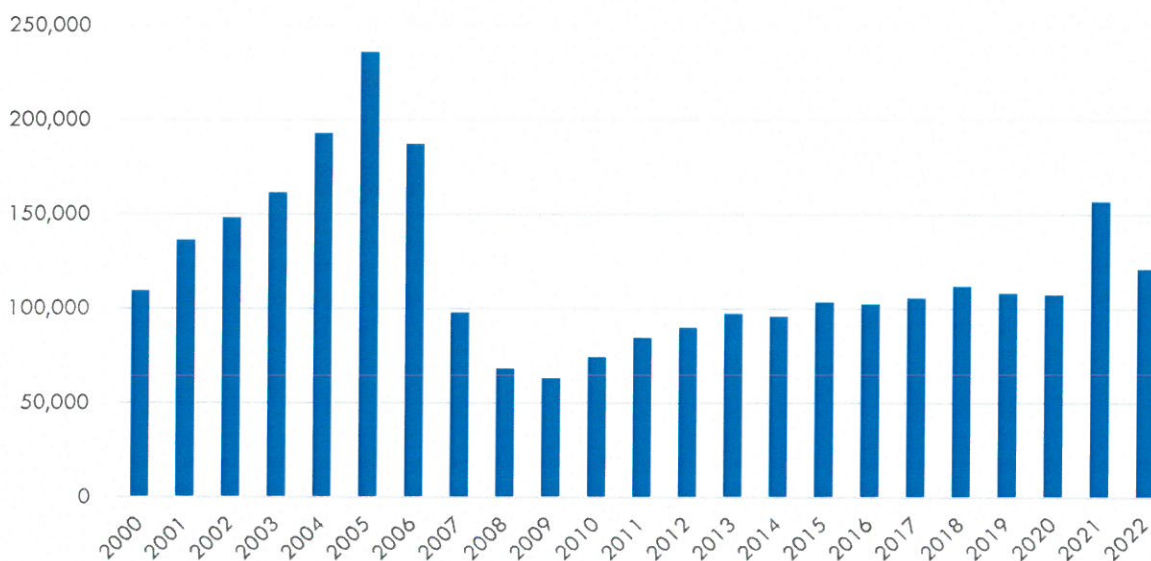


Source: Florida Department of Revenue, Sales Data File. Median prices converted to 2023 dollars using the Consumer Price Index to adjust for inflation.

Q1-2 2023 median condominium prices were far higher in coastal counties with active luxury vacation and second home markets, including Monroe (median condominium price \$855,000), Gulf (\$682,500), Walton (\$630,000), Nassau (\$623,000), and Okaloosa (\$525,000).

Condominium sales volume still lags behind the heights of the 2004-2006 housing boom. Nevertheless, the market is becoming more active. More condominiums sold in 2021 (156,862 sales) and 2022 (121,068) than any year since 2006.

Figure 10. Number of Condominium Sales, Florida, 2000-2022



Source: Florida Department of Revenue, Sales Data File

Half of the 2022 condominium sales took place in the three South Florida counties: Miami-Dade (28,436), Broward (18,132), and Palm Beach.

Table 8. Number of Condominium Sales, Top Ten Counties, 2022

County	Condominium Sales
Miami-Dade	28,436
Broward	18,132
Palm Beach	13,978
Pinellas	7,497
Lee	6,367
Collier	6,141
Orange	4,008
Sarasota	3,752
Hillsborough	3,145
Manatee	2,879

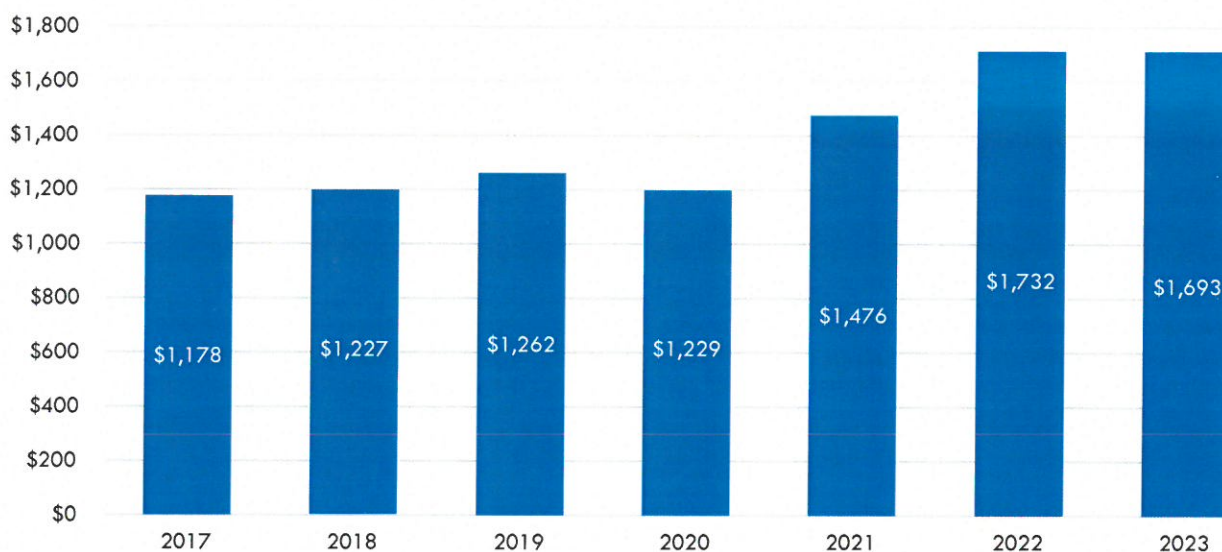
Source: Florida Department of Revenue, Sales Data File. See Appendix 3 for sales in all counties.

RENTAL MARKETS

After several years of stability, Florida rents increased steeply between 2020 and 2022, then held steady at these higher levels in 2023.

Apartment List estimates that median gross rents for housing seekers in Florida increased 41 percent over the two year period between July 2020 and July 2022. Median rent for housing seekers was \$1,693 in July 2023, a two percent drop from the 2022 median of \$1,732 but still well above 2017-2021 levels.

Figure 11. Apartment List Median Rent Estimates, Florida, 2017-2023



Source: Apartment List, Rent Estimates, <https://www.apartmentlist.com/research/category/data-rent-estimates>. Estimate of median gross rent for new leases, including utilities. All rent estimates refer to July estimates for a given year.

Apartment List also provides median rent estimates for 26 of Florida's 67 counties. Among these counties, Southeast and Southwest Florida counties topped the list for highest rents in July 2023.

Table 9. Median Rent, Top Five Counties, July 2023

County	Median Rent	Increase since July 2020
Palm Beach	\$2,144	42%
Collier	\$2,103	56%
Miami-Dade	\$2,014	42%
Broward	\$2,008	40%
Sarasota	\$1,893	42%

Source: Apartment List, Rent Estimates, <https://www.apartmentlist.com/research/category/data-rent-estimates>. Estimate of median gross rent for new leases, including utilities.

AFFORDABLE HOUSING NEEDS: RENTERS AND SPECIAL POPULATIONS

With these strong markets and rising prices and rents, Florida continues to have an affordable housing gap. The Center produces a triennial Rental Market Study for Florida Housing Finance Corporation assessing affordable rental housing needs by county and demographic group. The last study, published in 2022, estimated that there were 768,460 renter households in Florida who were low-income (with incomes below 60 percent of the area median income, or AMI) and cost burdened (paying more than 40 percent of income for housing).

Using the most recently available data, we estimate that there are now 862,465 low-income, cost burdened renters in Florida. Sixty percent of these households live in Florida's seven large counties (population 825,000 or more); 37 percent live in medium-sized counties (population 100,001-824,999); and three percent live in small counties (population 100,000 or less).

Table 10. Low-Income ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renter Households by County in Florida, 2023

	All Renter Households	Low-Income ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Large				
Broward	296,815	94,812	32%	10.99%
Duval	177,925	51,030	29%	5.92%
Hillsborough	230,005	61,448	27%	7.12%
Miami-Dade	480,962	137,427	29%	15.93%
Orange	236,126	69,821	30%	8.10%
Palm Beach	200,656	60,858	30%	7.06%
Pinellas	150,217	43,928	29%	5.09%
Large Total	1,772,706	519,324	29%	60.21%
Medium				
Alachua	28,738	8,971	31%	1.04%
Bay	23,950	6,086	25%	0.71%

	All Renter Households	Low-Income (<=60% AMI), Cost Burdened (>40%) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Brevard	71,958	23,415	33%	2.71%
Charlotte	17,659	3,785	21%	0.44%
Citrus	13,233	4,138	31%	0.48%
Clay	22,151	4,919	22%	0.57%
Collier	42,571	14,638	34%	1.70%
Escambia	46,045	14,569	32%	1.69%
Flagler	12,138	3,549	29%	0.41%
Hernando	17,194	3,363	20%	0.39%
Highlands	11,141	3,084	28%	0.36%
Indian River	17,464	5,180	30%	0.60%
Lake	43,477	10,784	25%	1.25%
Lee	94,488	23,677	25%	2.75%
Leon	34,772	10,046	29%	1.16%
Manatee	51,579	15,595	30%	1.81%
Marion	40,592	10,749	26%	1.25%
Martin	16,262	4,475	28%	0.52%
Okaloosa	29,835	5,424	18%	0.63%
Osceola	53,809	17,944	33%	2.08%
Pasco	65,359	19,302	30%	2.24%
Polk	90,484	24,905	28%	2.89%
Santa Rosa	16,103	4,170	26%	0.48%
Sarasota	49,874	14,122	28%	1.64%
Seminole	66,627	18,505	28%	2.15%
St. Johns	23,292	5,748	25%	0.67%
St. Lucie	36,182	14,015	39%	1.62%
Sumter	9,918	2,382	24%	0.28%
Volusia	67,180	17,989	27%	2.09%
Medium Total	1,114,075	315,529	28%	36.58%
Small				
Baker	2,149	503	23%	0.06%
Bradford	2,449	653	27%	0.08%
Calhoun	1,047	323	31%	0.04%
Columbia	7,617	2,032	27%	0.24%
DeSoto	3,378	935	28%	0.11%
Dixie	1,302	347	27%	0.04%

	All Renter Households	Low-Income ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Franklin	1,226	378	31%	0.04%
Gadsden	4,649	1,434	31%	0.17%
Gilchrist	1,057	282	27%	0.03%
Glades	859	268	31%	0.03%
Gulf	1,304	402	31%	0.05%
Hamilton	1,267	318	25%	0.04%
Hardee	2,507	694	28%	0.08%
Hendry	4,036	1,261	31%	0.15%
Holmes	1,674	368	22%	0.04%
Jackson	4,727	1,458	31%	0.17%
Jefferson	1,378	425	31%	0.05%
Lafayette	598	150	25%	0.02%
Levy	3,809	1,016	27%	0.12%
Liberty	603	186	31%	0.02%
Madison	1,846	463	25%	0.05%
Monroe	14,405	4,116	29%	0.48%
Nassau	7,660	1,794	23%	0.21%
Okeechobee	3,910	1,222	31%	0.14%
Putnam	7,376	1,820	25%	0.21%
Suwannee	4,296	1,078	25%	0.12%
Taylor	1,981	497	25%	0.06%
Union	1,315	351	27%	0.04%
Wakulla	2,480	765	31%	0.09%
Walton	7,437	1,634	22%	0.19%
Washington	1,998	439	22%	0.05%
Small Total	102,340	27,612	27%	3.20%
State Total	2,989,121	862,465	29%	100.00%

Source: Shimberg Center analysis of U.S. Census Bureau, 2022 American Community Survey; University of Florida Bureau of Economic and Business Research, 2023 Population Projections

Elderly Households

Older households make up an increasing share of Florida's renters in need. Forty percent of low-income, cost burdened renter households are headed by someone age 55 or older—nearly 347,000 households in all. In Pasco/Pinellas Counties and a Southwest region stretching from Sarasota County to Collier County, older households make up half of the cost-burdened renters.

Table 11. Low-Income ($\leq 60\%$ AMI), Cost Burdened ($>40\%$) Renter Households by Age of Householder and Region, Florida, 2023

Planning and Service Area	Age of Householder								Total
	15-54	% 15-54	55-74	% 55-74	75-84	% 75-84	85 or Older	% 85 or Older	
1) Escambia, Okaloosa, Santa Rosa	15,641	64%	6,661	27%	1,301	5%	981	4%	24,584
2) Bay, Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Holmes, Leon, Liberty, Wakulla, Walton, Washington	16,672	71%	5,431	23%	1,083	5%	(X)	(X)	23,612
3) Alachua, Bradford, Citrus, Columbia, Dixie, Gilchrist, Hamilton, Hernando, Lafayette, Lake, Levy, Madison, Marion, Sumter, Suwannee, Taylor, Union	26,468	56%	14,218	30%	4,737	10%	1,654	4%	47,077
4) Baker, Clay, Duval, Flagler, Nassau, Putnam, St. Johns, Volusia	53,715	61%	25,309	29%	6,224	7%	2,338	3%	87,586
5) Pasco, Pinellas	31,950	50%	20,959	33%	6,498	10%	3,865	6%	63,272
6) Desoto, Hardee, Hillsborough, Highlands (part), Manatee, Polk	66,240	64%	27,370	26%	6,627	6%	3,371	3%	103,608
7) Brevard, Orange, Osceola, Seminole	88,792	68%	28,399	22%	9,735	8%	2,719	2%	129,645
8) Charlotte, Collier, Glades, Hendry, Highlands (part), Lee, Okeechobee, Sarasota	31,125	50%	17,740	29%	8,167	13%	5,176	8%	62,208
9) Indian River, Martin, Palm Beach, St. Lucie	44,267	53%	24,618	29%	9,411	11%	5,910	7%	84,206
10) Broward	60,458	64%	24,530	26%	6,733	7%	3,090	3%	94,811
11) Miami, Monroe	79,513	56%	44,936	32%	12,262	9%	4,833	3%	141,544
State Total	514,841	60%	240,171	28%	72,778	8%	33,937	4%	862,153

Source: Shimberg Center analysis of U.S. Census Bureau, 2022 American Community Survey; University of Florida Bureau of Economic and Business Research, 2023 Population Projections. Regions are modified from Florida Department of Elder Affairs Planning and Service Areas.

Persons with Disabilities

Nearly one-third of the state's cost burdened, low income renter households include at least one person with a disability—an estimated 272,862 households in all. In most of these households, the individuals with disabilities are adults, particularly in age 55+ households. However, 32,437 of the cost burdened renter households include children with disabilities.

Table 13. Low-Income, Cost Burdened Renter Households with Persons with Disabilities, Florida, 2023

Household Age & Disability Characteristics	Households
Householder Under Age 55, Adult(s) with a Disability in the Household	80,581
Householder Age 55 or Older, Adult(s) with a Disability in the Household	159,844
Child(ren) with a Disability in the Household	22,223
Child(ren) and Adult(s) with Disabilities in the Household	10,214
Total	272,862

Source: Shimberg Center analysis of U.S. Census Bureau, 2022 American Community Survey; University of Florida Bureau of Economic and Business Research, 2023 Population Projections.

Persons with Special Needs

Florida's special needs housing programs serve a subset of persons with disabilities as well as other vulnerable individuals and families. Specifically, for the purpose of housing programs, Florida Statutes defines a person with special needs as:

An adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. [409.1451](#) (5); a survivor of domestic violence as defined in s. [741.28](#); or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits. (Section 420.0004 (13), Florida Statutes)

Combining several data sources, we estimate that 100,225 households meet this definition, primarily low-income, cost burdened renters receiving disability-related benefits.

Table 13. Estimates of Households with Persons with Special Needs, Florida, 2023

Category	Definition	Estimate	Data Sources
Disability-related benefits	Low-income ($\leq 60\%$ AML), cost burdened ($>40\%$) renter households with at least one household member who is: 1) age 18-64, with a disability, receiving Social Security; 2) age 18+, with a disability, receiving SSI; 3) age 18+ with a VA service-related disability rating of 10 percent or more	91,181	U.S. Census Bureau, 2019 American Community Survey Public Use Microdata Sample; 2021 BEBR population projections.
Survivors of domestic violence	Estimated number of households based on total number of persons using domestic violence emergency shelters	6,576	Florida Department of Children and Families, Domestic Violence Annual Report, 7/1/2021-6/30/2022. Assumes each adult entrant equals one household.
Youth aging out of foster care	Estimate based on youth receiving Aftercare, Extended Foster Care, and Postsecondary Education Services	2,468	Estimated need for affordable housing (1,742 units) and supportive housing (625 units) from Florida Assessment of Housing for Special Needs and Homeless Populations 2021. ²
Total			100,225

Affordable and Available Rental Housing Supply

Another measure of the affordable rental housing gap is the affordable/available analysis, which compares the number of renter households at various income levels to the supply of units that are affordable and available to them. An affordable and available unit at a particular income threshold is: 1) affordable at that income threshold and 2) either vacant or occupied by a household with an income at or below the threshold.

An “affordable” unit is any market rate, subsidized, or public housing unit costing no more than 30 percent of income at the top of the income threshold expressed as a percentage of area median income (AMI), adjusted for unit size.³ Many “affordable” units are effectively unavailable to low-income households because they are already occupied by higher income households. The affordable/available analysis accounts for this difference by removing units that are occupied by higher income households from unit counts.

This analysis compares the statewide affordable/available housing supply to renter households for six income groups: 0-30, 0-40, 0-50, 0-60, 0-80, and 0-120 percent of AMI. Each category is inclusive of those that come before it. For example, all households and units in the 0-30 percent of AMI group also appear in all of the other groups.

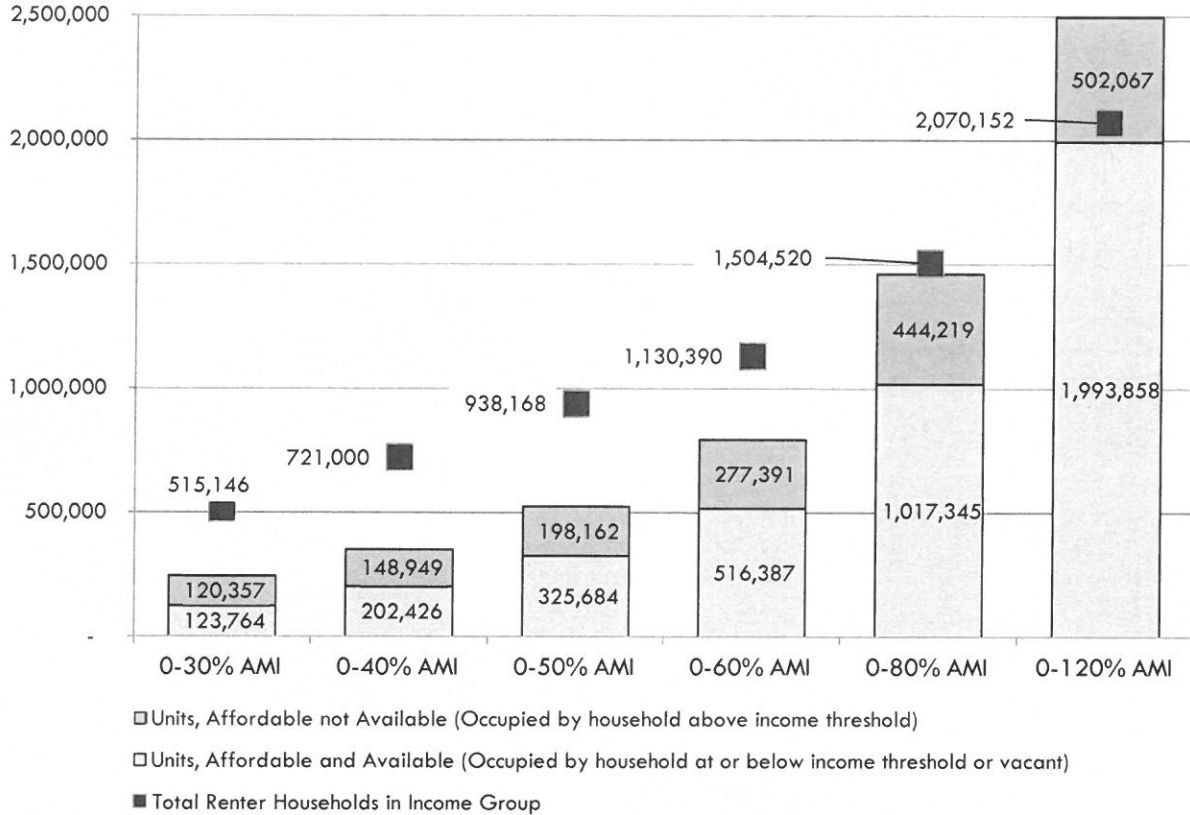
Figure 12 shows the distinction between affordable units and affordable/available units. All units in each column have rents that do not exceed 30 percent of income for a household at the top of the income group,

² Report available at https://floridahousing.org/docs/default-source/programs/special-programs/special-needs-housing/florida-assessment-of-housing-for-homeless-and-special-needs-populations/needs-assessment-full-report.pdf?sfvrsn=b09bf67b_2.

³ For more information about the affordable/available method and affordability thresholds, see the *2022 Rental Market Study* produced by the Shimberg Center for Florida Housing Finance Corporation, http://shimberg.ufl.edu/publications/RMS_2022.pdf.

adjusted by unit size. However, the units in the darker shaded areas are occupied by households with incomes above the top threshold and therefore are not available to the households in that income category.

Figure 12. Affordable Units, Affordable/Available Units, and Renter Households by Income, Florida, 2022



Source: Shimberg Center tabulation of U.S. Census Bureau, 2022 American Community Survey

Figure 12 shows that for the 0-30 through 0-60 percent of AMI levels, there are more renter households than affordable units, whether available or not. At the 0-80 percent of AMI level, affordable units and renters are roughly in balance. However, there is still a shortage of affordable and available units, since nearly one-third of affordable units are rented by households with higher incomes. At the 0-120 percent of AMI level, there are sufficient affordable units, but the number of affordable and available units is slightly lower than the number of renter households.

Individual regions in Florida show widely varying results when comparing households to affordable and available units, particularly at the 0-120 percent of AMI income level. Appendix 4 shows the surplus or deficit of affordable/available units at the regional level. Most of the deficit at 0-120 percent AMI is concentrated in Miami-Dade, Broward, and Palm Beach Counties; other regions show a surplus or slight deficit at this AMI level.

SHIMBERG CENTER ACTIVITIES

Florida Housing Data Clearinghouse

The Shimberg Center produces the [Florida Housing Data Clearinghouse](#) under contract with Florida Housing Finance Corporation. Since 2000, the Clearinghouse has provided a free online source of housing supply and demand data for the state, counties, and cities.

The Clearinghouse provides data on the following topics:

- Affordability: housing cost burden, homeownership rates, rents, affordable rental housing supply gaps, and vacancy and occupancy rates
- Supply: Type of housing (single family, mobile homes, condominiums, multifamily), housing age and size, home prices and assessed values, and licensed condominium developments and mobile home parks
- Demographics: population projections, household projections by tenure, age, income, and cost burden
- Workforce: Employment rates, wage and housing cost comparisons by industry and occupation
- Assisted Housing Inventory: supply of affordable rental housing funded by Florida Housing, HUD, USDA Rural Development, and local housing finance agencies
- Home lending: mortgage originations by purpose, race/ethnicity, and interest rates
- Special needs households: housing needs of persons with disabilities, Social Security recipients, homeless individuals and families, and farmworkers
- Housing stability and disaster response: eviction and foreclosure filings, FEMA housing assistance

The Center created a series of county-level presentation materials to assist local government officials and others in communicating data from the Clearinghouse, with a particular focus on the link between local wages, area median income (AMI) levels, and housing costs. These materials are available on the Publications page of the [Shimberg Center's website](#).

The Center provided extensive technical assistance in the use of the Clearinghouse site and custom data requests and reports. Examples included creating a data report on housing needs of ALICE (Asset Limited, Income Constrained, Employed) households in Broward County for a United Way conference and guidebook; providing maps and data on farmworker housing needs in Southwest Florida to USDA staff planning for Hurricane Ian recovery; providing data and materials on the workforce and housing supply to the Florida Council of 100; and providing data and technical support to the Tampa planning staff for the city's ongoing housing needs assessment.

Community Resilience and Disaster Response

The Shimberg Center works closely with state agencies, local governments, UF's Florida Institute for Built Environment Resiliency (FIBER), and our peers at other Gulf Coast and national institutions to learn how Florida's vulnerable populations and housing stock can be kept safe from natural disasters.

In the aftermath of Hurricane Ian, the Shimberg Center provided housing data to HUD and USDA staff assigned to the interagency Federal Disaster Recovery Center in Southwest Florida. Shimberg Research Professor Maria Watson served on the Working Group of the Florida Disaster Housing Task Force convened by the Florida Department of Emergency Management and Florida Housing Coalition. Dr. Watson is continuing to collaborate with Oregon State University to track housing and business recovery from Hurricane Ian.

The Center works with Regional Planning Councils to improve disaster recovery and housing resilience. The Center updated data and mapping tools developed as part of the Tampa Bay Regional Planning Council's

REACH (Resilience and Energy Assessment of Housing and Communities) initiative. We also expanded an affordable housing analysis developed for the East Central Florida Regional Planning Council's HARP (Housing Asset and Resilient Policy) initiative, funded by a resilience grant from the Florida Department of Environmental Protection (FDEP). Both projects involved multi-county assessments of flood hazard exposure for the affordable housing stock, including assisted housing, naturally occurring affordable housing, and mobile homes. The Center is currently working with the Apalachee Regional Planning Council and the Data Center (Southeast Louisiana) to develop new data-sharing tools for long-term disaster recovery and resilience, under a grant from the National Academies of Sciences, Engineering and Medicine (NASEM) Gulf Research Program (GRP). Calhoun and Liberty Counties are serving as pilot areas for the data platform.

At the local level, the Shimberg Center is collaborating with FIBER to analyze flood hazards in Cedar Key and Port St. Joe, with funding from FDEP. The Center and FIBER are developing vulnerability assessments and flood hazard adaptation strategies for community assets, including affordable housing and other residential properties. The assessments rely on building footprint data and multiple flood hazard datasets over three time periods (2022, 2040, and 2070). The projects have also included stakeholder and public outreach.

On the research side, the Shimberg Center, University of Central Florida, the Horne consulting firm, and Florida Housing Coalition were selected by HUD to evaluate the effectiveness of the Community Development Block Grant – Disaster Recovery (CDBG-DR) program in addressing post-disaster recovery needs of renter households. Our research objectives are to (1) better understand CDBG-DR allocations for renters, (2) identify successful processes with corresponding outcomes for rental housing recovery aid programs, (3) engage with and link disaster recovery strategies and programs to actual and desired outcomes among renters from their lived experiences, and (4) translate this research into actionable programmatic recommendations with appropriate timelines, policy making and implementation changes. The Shimberg Center is taking primary responsibility for interviewing renters affected by disasters and documenting their experiences with CDBG-DR and other recovery programs.

Promoting Housing Stability and Affordability

The Shimberg Center works with local organizations to promote long-term housing stability for Florida's homeowners and renters. The Center collects and shares monthly data on eviction and foreclosure filings in Florida communities. We participate in regional eviction prevention networks in the Orlando area and Miami-Dade County and provide summarized data on housing stability to researchers and legal services providers.

The Center is also collaborating with Local Initiatives Support Corporation (LISC) Jacksonville in its Family Wealth Creation initiative, which seeks to preserve housing wealth in historically Black neighborhoods in Jacksonville. The Center is providing data on homeownership, home values, tax foreclosure sales, and potential heirs property sites to support LISC's efforts.

In 2023 the Center produced a Miami-Dade County Housing Needs Assessment on behalf of Miami Homes for All. The report shows that most Miami-Dade households with incomes below \$75,000 per year spend more than 30 percent of income for housing costs, including 90 percent of renters with incomes below \$50,000. The report found a gap of approximately 90,000 affordable and available units for renters with incomes below 80 percent of AML. The assessment includes data on tenure, income, and housing cost burden for municipalities, the unincorporated area, and County Commission districts in Miami-Dade County.

The Center also is collaborating with Bright Community Trust and a number of community organizations on the Homeownership Equity Initiative, a program to make homeownership accessible and inclusive for households in the four-county Orlando metropolitan area. The Center has provided data on homeownership disparities and the benefits of homeownership for families and communities.

General Technical Assistance and Presentations

Under the Florida Housing Data Clearinghouse contract, the Shimberg Center provides extensive pro bono technical assistance to state and local agencies, the housing industry, non-profit organizations, and the public in the assessment of affordable housing needs. Examples of technical assistance during 2023 include:

- Assisting local government staff in Alachua, Brevard, and Orange Counties and the Cities of Winter Springs, Jupiter, Tampa, Gainesville, Apopka and Key West in preparing affordable housing assessments and plans.
- Providing data to support affordable development and philanthropic contributions by non-profits operating in Jacksonville, Deltona, Collier County, Port St. Joe, and Broward County.
- Providing data on condominium developments and affordable/available rental housing to Florida legislative staff and research offices.

The Shimberg Center team made a number of public presentations in Florida and nationally in 2023:

- University of Florida Eyeopener Breakfast, Gainesville, February 2023
- Bright Communities Trust Homeownership Equity Initiative Kickoff, Orlando, February 2023
- Stakeholder Workshops for East Central Florida Regional Planning Council Housing Assets and Resilient Policy Phase II, Virtual, February - May 2023
- School of Landscape Architecture and Planning (SLA+P) Research Seminar Series, Gainesville, FL, February 2023
- Development of a resilience evaluation method of localities through operational continuity of hospitals as indicators, Virtual, March 2023
- Brevard County Affordable Housing Summit, Cocoa, May 2023
- Pinellas Historic Preservation Summit + Expo, St. Petersburg, May 2023
- Florida Bar Foundation Housing Umbrella Group, Gainesville, June 2023
- Hurricane Ian Data Workshop, Washington, DC, June 2023
- Gainesville Alachua County Association of Realtors, Gainesville, August 2023
- Big Bend Area ALICE Conference, Tallahassee, October 2023
- Association of Collegiate Schools of Planning, Chicago, October 2023
- National Association of Counties Rural Housing Project, Chicago and virtual, November 2023
- Tampa Bay Partnership, Tampa and virtual, December 2023

Teaching

Shimberg Center faculty offered courses in housing, sustainability, and the built environment in conjunction with the College of Design, Construction, and Planning:

- Construction Management 6583, Sustainable Housing: graduate course examining sustainability concepts, urban development, residential structures and systems, green building standards, and housing economics
- UF Quest 2935, Foundations, Principles and Applications of Sustainable Development: undergraduate interdisciplinary course covering sustainability concepts, environmental ethics, resilience, energy, water resources, and the built environment
- DCP GulfSouth Studio (Architecture/Landscape Architecture/Urban Planning): undergraduate and graduate studio course addressing urban design, environment, and recovery in Cape Coral following Hurricane Ian. Sponsored by the National Academies of Science Gulf Research Program.

The Center is also working with Florida Sea Grant to develop students' leadership in resiliency science, planning, and design. "Capacity Building for Florida Sea Grant: Promoting Coastal Resilience, Adaptation, and Equity in Florida" is a grant to advance education, information, and professional development over the

2022-2023 and 2023-2024 academic years. The grant ultimately will fund a two-year graduate assistantship, 4-6 undergraduate terminal projects, and two design studio courses on these issues. In the first year, the grant funded undergraduate capstone research projects for two students.

APPENDIX 1. COUNTY HOUSING SUPPLY, 2023

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Alachua	62,936	73%	7,186	23%	5,595	63%	1,608	5%	5,238	357	26,510
Baker	4,963	75%	0	0%	2,448	67%	55	2%	128	4	115
Bay	60,398	59%	19,326	9%	8,530	47%	1,965	17%	5,449	130	12,239
Bradford	5,924	73%	21	67%	2,640	63%	26	23%	61	14	-
Brevard	202,176	72%	35,915	37%	11,254	54%	2,982	23%	7,951	281	27,347
Broward	389,023	77%	253,262	42%	4,136	45%	16,461	16%	48,813	1,621	122,592
Calhoun	2,609	69%	0	0%	1,184	66%	13	23%	40	2	-
Charlotte	80,472	66%	14,441	36%	5,526	41%	1,483	15%	3,461	82	2,613
Citrus	58,137	73%	1,612	37%	15,688	54%	553	10%	1,588	43	1,385
Clay	65,360	75%	2,397	37%	9,487	61%	287	8%	1,003	55	6,043
Collier	104,693	66%	100,635	32%	3,517	37%	1,949	16%	6,118	119	13,849
Columbia	13,625	71%	48	42%	7,729	65%	228	5%	-	39	-
DeSoto	6,006	67%	605	45%	2,698	47%	258	12%	767	31	-
Dixie	2,940	58%	159	8%	3,844	59%	3	33%	6	1	-
Duval	283,283	67%	27,528	39%	9,331	47%	5,140	14%	15,542	695	-
Escambia	103,191	66%	10,415	16%	4,895	44%	4,568	31%	10,795	205	-
Flagler	47,722	75%	4,414	38%	1,665	62%	1,379	14%	-	18	206
Franklin	6,673	39%	432	9%	1,298	52%	7	0%	-	1	-
Gadsden	11,310	66%	0	0%	3,698	57%	149	23%	342	19	313
Gilchrist	2,851	75%	0	0%	2,924	68%	28	39%	69	2	61
Glades	1,820	59%	258	30%	2,210	49%	153	42%	318	1	-
Gulf	6,839	44%	239	2%	1,656	47%	22	5%	71	5	239
Hamilton	2,024	64%	0	0%	1,512	70%	146	60%	-	9	-
Hardee	4,313	67%	0	0%	1,671	47%	201	31%	-	17	-
Hendry	7,400	67%	281	19%	4,515	53%	369	29%	904	18	416
Hernando	68,099	70%	631	48%	11,981	56%	486	8%	1,246	64	3,942
Highlands	34,188	65%	1,345	38%	5,317	42%	799	10%	1,992	59	1,634
Hillsborough	377,627	73%	40,129	40%	13,665	54%	4,616	8%	12,826	878	132,927
Holmes	3,471	68%	0	0%	1,393	62%	15	20%	53	7	175
Indian River	57,444	73%	15,017	39%	1,086	44%	740	10%	2,029	51	3,613

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Jackson	10,324	66%	0	0%	3,107	65%	56	13%	217	60	-
Jefferson	2,867	71%	0	0%	1,307	63%	53	26%	178	15	222
Lafayette	1,019	67%	0	0%	826	57%	8	13%	14	1	-
Lake	119,692	74%	3,619	48%	16,301	59%	1,336	8%	3,553	176	15,215
Lee	248,337	66%	84,880	35%	15,789	37%	10,515	20%	23,845	289	33,004
Leon	73,488	71%	5,061	17%	6,747	55%	2,312	7%	6,556	362	32,159
Levy	8,058	72%	238	10%	9,562	62%	68	9%	209	12	423
Liberty	1,397	65%	0	0%	812	47%	61	69%	127	5	-
Madison	3,225	61%	0	0%	1,762	66%	173	57%	414	10	395
Manatee	116,866	70%	35,438	40%	4,679	38%	4,443	18%	10,076	170	21,717
Marion	124,806	70%	2,502	37%	24,737	52%	3,622	38%	8,997	109	8,669
Martin	49,949	77%	14,966	44%	2,933	52%	1,078	13%	2,827	64	4,905
Miami-Dade	383,127	76%	382,264	36%	300	17%	31,605	26%	85,188	3,599	192,751
Monroe	29,353	43%	6,962	18%	4,687	25%	1,759	26%	4,546	46	2,996
Nassau	29,836	74%	4,084	23%	6,274	64%	372	27%	891	27	-
Okaloosa	69,671	65%	13,590	12%	3,351	45%	758	6%	2,664	177	8,584
Okeechobee	7,478	70%	234	26%	5,853	47%	349	30%	896	10	367
Orange	335,605	69%	52,226	25%	6,159	52%	3,983	11%	9,853	1,110	158,879
Osceola	123,632	59%	13,695	15%	5,444	53%	1,044	9%	2,696	925	24,986
Palm Beach	377,170	73%	185,688	41%	3,671	32%	10,197	17%	28,510	855	75,777
Pasco	185,414	71%	11,844	44%	29,478	50%	3,158	38%	5,817	218	17,905
Pinellas	252,465	76%	103,994	47%	17,008	46%	12,435	29%	32,295	873	70,668
Polk	210,605	65%	8,497	32%	31,587	50%	6,706	18%	17,366	285	25,694
Puamam	17,160	66%	198	30%	15,393	53%	150	12%	380	30	1,287
Santa Rosa	63,909	74%	1,751	18%	6,492	49%	666	8%	1,687	57	2,805
Sarasota	155,601	68%	52,813	39%	11,888	40%	4,668	36%	10,857	190	16,936
Seminole	132,134	74%	15,139	35%	1,717	54%	1,148	11%	2,636	208	41,761
St. Johns	99,201	77%	14,562	37%	5,436	60%	1,618	43%	2,860	52	5,319
St. Lucie	117,429	74%	14,571	39%	4,536	51%	1,490	9%	3,385	78	6,351
Sumter	69,490	72%	512	59%	6,458	52%	104	7%	308	23	2,200
Suwannee	6,326	68%	0	0%	6,826	63%	57	2%	125	8	104
Taylor	5,488	58%	90	4%	3,231	52%	22	9%	69	11	344

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Union	1,406	81%	18	11%	1,201	70%	1	0%	-	15	-
Volusia	184,265	71%	28,414	30%	7,371	57%	2,594	15%	7,161	309	25,515
Wakulla	9,250	74%	278	44%	3,397	61%	31	3%	74	5	160
Walton	37,006	43%	10,736	6%	5,285	43%	638	42%	1,089	38	-
Washington	5,075	66%	0	0%	2,639	55%	27	4%	-	1	-
Florida Total	5,745,641	71%	1,605,160	37%	437,337	52%	155,994	21%	406,864	15,251	1,274,074

Source: Florida Department of Revenue, Name-Address-Legal File. Includes all parcels by housing type regardless of year built. Homesteaded parcels are the owner's primary residence. Dwelling unit data may be missing for some multifamily developments. Dwelling unit counts are suppressed in counties where total dwelling units are less than 2 times the number of parcels for the multifamily 2-9 unit category and less than 10 times the number of parcels for the multifamily 10+ unit category.

APPENDIX 2. HOUSING PRODUCTION BY COUNTY AND HOUSING TYPE, 2022

County	Single Family	Condominium	Mobile Home	Multifamily 2-9 Unit	Multifamily 10+ Unit
Alachua	905	0	56	16	15
Baker	86	0	35	0	0
Bay	2,012	0	236	14	8
Bradford	70	0	38	0	2
Brevard	4,045	151	75	5	3
Broward	1,809	156	21	31	14
Calhoun	19	0	37	0	0
Charlotte	2,429	292	38	69	1
Citrus	1,286	0	145	12	0
Clay	1,630	0	118	0	2
Collier	3,312	654	27	4	4
Columbia	184	0	107	0	0
DeSoto	74	0	17	0	0
Dixie	19	0	39	0	0
Duval	5,338	0	59	7	16
Escambia	1,994	28	48	13	6
Flagler	2,014	0	37	122	0
Franklin	129	0	24	1	0
Gadsden	149	0	57	2	0
Gilchrist	101	0	70	0	0
Glades	64	1	16	0	0
Gulf	320	0	53	0	0
Hamilton	28	0	20	0	0
Hardee	42	0	20	2	0
Hendry	434	25	77	22	0
Hernando	1,367	0	114	2	0
Highlands	488	0	22	3	1
Hillsborough	6,638	110	59	7	23
Holmes	33	0	31	0	0
Indian River	1,224	8	7	5	1
Jackson	76	0	62	0	0
Jefferson	69	0	12	0	0
Lafayette	4	0	15	1	0
Lake	4,089	42	114	13	7
Lee	7,432	176	82	183	8
Leon	479	92	32	2	4
Levy	112	0	122	2	0
Liberty	8	0	18	0	0
Madison	35	0	36	1	0

County	Single Family	Condominium	Mobile Home	Multifamily 2-9 Unit	Multifamily 10+ Unit
Manatee	4,930	122	21	14	5
Marion	4,799	18	178	32	3
Martin	546	2	14	2	2
Miami-Dade	1,614	4,091	0	79	42
Monroe	291	124	2	3	2
Nassau	1,499	4	79	3	1
Okaloosa	1,146	32	72	4	3
Okeechobee	93	0	101	2	0
Orange	3,895	49	42	1	26
Osceola	5,778	118	21	17	11
Palm Beach	3,810	82	13	20	10
Pasco	7,019	8	177	0	6
Pinellas	957	143	43	70	11
Polk	9,235	5	200	21	10
Putnam	161	0	113	0	0
Santa Rosa	2,171	0	133	8	2
Sarasota	3,901	293	31	10	5
Seminole	1,026	0	9	1	5
St. Johns	5,638	27	72	3	5
St. Lucie	5,461	0	10	5	1
Sumter	4,003	0	27	0	2
Suwannee	84	0	116	0	0
Taylor	58	0	53	0	0
Union	31	0	16	0	0
Volusia	3,795	1	45	6	5
Wakulla	391	1	17	0	0
Walton	1,804	0	148	3	2
Washington	66	0	64	0	0
Florida Total	124,749	6,855	4,013	843	274

Source: Florida Department of Revenue, Name-Address-Legal File. Includes parcels in the current parcel inventory with actual year built 2022. Multifamily 2-9 and 10+ counts refer to parcels, not individual dwelling units.

APPENDIX 3. SALES VOLUME AND PRICES (2023 \$) BY COUNTY, 2022

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Alachua	4,020	\$232,841	\$328,047	\$434,636	776	\$129,356	\$167,387	\$201,795	216	\$117,455	\$165,576	\$206,970
Baker	248	\$263,886	\$313,042	\$402,556	0	\$0	\$0	\$0	63	\$121,077	\$165,058	\$214,214
Bay	5,235	\$269,060	\$351,848	\$475,927	2,100	\$320,803	\$424,288	\$579,463	371	\$93,136	\$155,227	\$201,795
Bradford	230	\$155,227	\$229,995	\$310,454	2	\$222,492	\$231,806	\$241,120	82	\$77,614	\$157,814	\$201,795
Brevard	14,008	\$284,583	\$359,092	\$465,682	2,456	\$181,098	\$269,060	\$444,985	719	\$113,833	\$165,576	\$201,795
Broward	21,258	\$398,416	\$532,947	\$770,134	18,132	\$155,227	\$226,632	\$340,465	291	\$131,426	\$173,854	\$217,318
Calhoun	73	\$144,879	\$195,586	\$264,921	0	\$0	\$0	\$0	10	\$72,439	\$113,833	\$181,098
Charlotte	6,133	\$310,351	\$397,382	\$519,494	1,529	\$191,447	\$284,583	\$388,068	338	\$134,427	\$170,750	\$222,492
Citrus	4,195	\$217,318	\$279,409	\$374,615	154	\$160,401	\$185,703	\$289,757	819	\$83,823	\$134,530	\$190,412
Clay	5,242	\$294,932	\$358,161	\$429,462	177	\$148,501	\$212,144	\$260,782	497	\$98,207	\$164,541	\$238,015
Collier	7,366	\$517,424	\$716,063	\$1,086,590	6,141	\$331,151	\$454,816	\$705,766	106	\$181,616	\$235,169	\$309,420
Columbia	709	\$181,616	\$263,886	\$336,222	11	\$139,704	\$150,053	\$159,367	294	\$92,101	\$155,227	\$222,492
DeSoto	319	\$205,935	\$264,921	\$388,068	47	\$186,273	\$222,492	\$248,364	69	\$124,182	\$165,576	\$217,318
Dixie	159	\$117,973	\$201,795	\$331,151	14	\$243,189	\$265,439	\$388,068	197	\$67,369	\$124,182	\$181,098
Duval	20,507	\$227,667	\$315,629	\$411,663	2,097	\$164,437	\$217,318	\$279,512	361	\$78,648	\$134,530	\$206,970
Escambia	6,771	\$211,626	\$294,828	\$372,545	508	\$170,750	\$325,977	\$627,635	92	\$46,827	\$87,962	\$138,411
Flagler	4,304	\$320,337	\$377,720	\$470,804	374	\$279,409	\$413,939	\$641,606	88	\$159,884	\$206,400	\$263,886
Franklin	382	\$274,235	\$517,424	\$909,631	44	\$283,031	\$341,500	\$574,858	44	\$62,091	\$116,420	\$179,805
Gadsden	424	\$137,117	\$222,492	\$315,629	0	\$0	\$0	\$0	76	\$62,091	\$95,723	\$159,108
Gilchrist	179	\$199,726	\$306,212	\$413,836	0	\$0	\$0	\$0	128	\$87,962	\$155,175	\$218,353
Glades	95	\$170,750	\$253,538	\$322,873	24	\$38,807	\$64,678	\$107,624	118	\$117,973	\$165,834	\$227,667
Gulf	569	\$351,848	\$491,553	\$765,684	8	\$427,392	\$517,424	\$777,792	64	\$62,091	\$113,833	\$188,860
Hamilton	68	\$113,833	\$181,098	\$254,573	0	\$0	\$0	\$0	37	\$113,833	\$144,879	\$181,098
Hardee	166	\$144,879	\$212,144	\$266,991	0	\$0	\$0	\$0	72	\$72,957	\$105,037	\$165,058
Hendry	624	\$201,795	\$258,660	\$310,454	33	\$170,750	\$205,417	\$231,082	144	\$119,008	\$170,750	\$238,015

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Hernando	5,426	\$258,712	\$317,336	\$382,894	56	\$116,420	\$155,227	\$181,098	767	\$123,147	\$162,989	\$205,935
Highlands	2,097	\$182,133	\$243,189	\$315,629	152	\$109,435	\$150,053	\$187,307	313	\$66,230	\$92,101	\$133,495
Hillsborough	25,403	\$331,151	\$405,867	\$519,494	3,145	\$170,750	\$232,841	\$341,500	413	\$165,576	\$227,667	\$301,141
Holmes	123	\$103,485	\$160,401	\$222,492	0	\$0	\$0	\$0	31	\$36,220	\$77,614	\$111,246
Indian River	4,126	\$305,280	\$387,033	\$531,912	1,237	\$171,267	\$253,538	\$465,682	44	\$91,067	\$131,943	\$190,671
Jackson	409	\$119,008	\$181,098	\$258,609	0	\$0	\$0	\$0	73	\$72,439	\$129,356	\$170,750
Jefferson	149	\$191,447	\$289,757	\$410,628	0	\$0	\$0	\$0	47	\$71,922	\$165,576	\$227,667
Lafayette	51	\$103,485	\$180,064	\$300,106	0	\$0	\$0	\$0	28	\$49,673	\$129,356	\$199,208
Lake	7,753	\$312,524	\$388,068	\$481,204	403	\$98,311	\$164,541	\$258,712	889	\$124,182	\$175,924	\$227,667
Lee	21,010	\$330,106	\$418,079	\$616,252	6,367	\$239,050	\$328,254	\$454,298	988	\$103,485	\$150,053	\$211,626
Leon	3,991	\$191,447	\$284,169	\$406,695	524	\$103,537	\$154,192	\$235,428	175	\$55,882	\$87,962	\$131,426
Levy	465	\$188,342	\$259,747	\$384,225	35	\$150,053	\$240,602	\$331,151	445	\$84,858	\$134,427	\$191,447
Liberty	39	\$93,447	\$164,541	\$279,305	0	\$0	\$0	\$0	14	\$30,011	\$49,155	\$98,311
Madison	112	\$98,828	\$168,422	\$284,583	0	\$0	\$0	\$0	56	\$74,509	\$109,953	\$180,012
Manatee	10,751	\$398,416	\$500,866	\$683,000	2,879	\$219,905	\$320,803	\$455,333	300	\$95,723	\$139,704	\$196,518
Marion	11,371	\$228,805	\$286,653	\$362,197	303	\$103,485	\$124,182	\$150,053	1,070	\$77,614	\$130,391	\$186,273
Martin	2,870	\$388,068	\$517,424	\$816,288	997	\$191,447	\$251,365	\$362,197	185	\$155,227	\$195,586	\$243,189
Miami-Dade	15,438	\$450,159	\$569,166	\$827,775	28,436	\$276,304	\$403,591	\$615,735	1	\$150,053	\$150,053	\$150,053
Monroe	1,628	\$731,120	\$1,034,848	\$1,733,370	501	\$465,682	\$698,522	\$1,010,012	225	\$310,454	\$408,558	\$620,909
Nassau	2,735	\$369,441	\$444,467	\$605,386	284	\$417,561	\$606,680	\$833,053	238	\$141,774	\$212,661	\$258,712
Okaloosa	5,031	\$287,688	\$357,023	\$465,682	1,109	\$332,186	\$496,727	\$714,045	101	\$93,136	\$169,612	\$209,039
Okeechobee	418	\$195,586	\$263,886	\$362,093	18	\$96,241	\$129,356	\$139,704	454	\$67,265	\$126,510	\$181,098
Orange	19,293	\$346,674	\$444,985	\$594,210	4,008	\$155,227	\$204,589	\$266,991	338	\$114,868	\$155,227	\$206,970
Osceola	13,266	\$354,435	\$418,079	\$516,389	1,478	\$191,447	\$258,712	\$331,151	329	\$144,879	\$206,970	\$274,235
Palm Beach	17,440	\$465,682	\$646,780	\$957,234	13,978	\$165,576	\$253,538	\$398,416	178	\$129,356	\$155,227	\$216,283
Pasco	17,762	\$284,583	\$379,220	\$488,448	1,113	\$119,008	\$155,227	\$204,900	1,858	\$77,614	\$122,112	\$181,098

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Pinellas	12,786	\$331,151	\$426,513	\$594,934	7,497	\$186,273	\$259,643	\$429,462	977	\$93,136	\$134,530	\$175,924
Polk	20,853	\$288,723	\$341,603	\$403,591	786	\$124,182	\$158,177	\$217,318	1,828	\$93,136	\$142,033	\$196,518
Putnam	834	\$150,053	\$227,097	\$315,629	19	\$232,841	\$284,583	\$315,629	581	\$76,475	\$124,182	\$181,098
St. Johns	9,893	\$413,939	\$520,011	\$688,174	1,047	\$258,712	\$341,500	\$525,703	270	\$175,924	\$243,189	\$289,757
St. Lucie	10,797	\$334,152	\$396,761	\$468,890	1,148	\$186,273	\$284,583	\$491,553	211	\$150,053	\$201,795	\$248,364
Santa Rosa	5,205	\$294,932	\$363,697	\$467,648	143	\$341,396	\$486,379	\$746,125	205	\$81,753	\$124,078	\$175,924
Sarasota	10,491	\$388,068	\$497,762	\$683,000	3,752	\$284,583	\$380,824	\$620,909	592	\$133,495	\$167,697	\$212,144
Seminole	7,627	\$332,807	\$413,939	\$527,772	1,255	\$153,157	\$187,825	\$235,428	89	\$119,008	\$169,715	\$227,667
Sumter	7,817	\$330,634	\$405,453	\$512,250	32	\$129,615	\$230,202	\$243,189	305	\$79,994	\$139,704	\$196,621
Suwannee	312	\$159,884	\$230,254	\$300,623	0	\$0	\$0	\$0	276	\$89,514	\$155,175	\$221,975
Taylor	252	\$117,559	\$181,098	\$305,280	6	\$250,433	\$277,857	\$361,162	102	\$93,136	\$128,839	\$193,517
Union	44	\$202,830	\$243,189	\$324,942	0	\$0	\$0	\$0	32	\$71,922	\$152,640	\$187,463
Volusia	12,162	\$284,583	\$351,848	\$434,636	2,455	\$165,576	\$289,757	\$486,379	335	\$132,461	\$170,750	\$227,667
Wakulla	791	\$206,970	\$317,698	\$397,382	26	\$172,820	\$242,672	\$315,629	140	\$76,941	\$134,013	\$181,098
Walton	3,495	\$455,230	\$723,359	\$1,497,528	1,252	\$434,636	\$619,874	\$874,447	141	\$98,311	\$162,989	\$222,492
Washington	211	\$139,704	\$201,174	\$279,409	0	\$0	\$0	\$0	73	\$77,614	\$124,182	\$150,053
Florida Total	396,011	\$310,454	\$403,591	\$560,577	121,068	\$195,586	\$300,106	\$460,000	21,013	\$95,206	\$150,053	\$206,970

Source: Florida Department of Revenue, Sales Data File. Includes home sales that took place in 2022, the most recent full year with data available. Arms-length sales only. Home prices adjusted to 2023 dollars using the Consumer Price Index.

APPENDIX 4. SURPLUS/DEFICIT OF AFFORDABLE AND AVAILABLE RENTAL HOUSING UNITS BY INCOME (% AMI), FLORIDA REGIONS, 2022

Region	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Cape Coral-Fort Myers, FL MSA	Lee	-12,127	-13,378	-18,568	-17,272	-12,349	-1,135
Deltona-Daytona Beach-Ormond Beach, FL MSA & Palm Coast, FL MSA	Flagler, Volusia	-10,014	-12,451	-15,516	-15,234	-9,359	-357
Fort Walton Beach-Crestview-Destin, FL MSA	Okaloosa	-1,883	-2,668	-3,766	-2,908	-2,236	1,338
Ft. Lauderdale	Broward	-38,051	-54,391	-70,488	-83,786	-84,246	-33,237
Gainesville, FL MSA (minus Gilchrist)	Alachua	-4,632	-6,362	-6,030	-3,822	2,323	3,351
Homosassa Springs, FL MSA	Citrus	-2,043	-2,341	-2,636	-2,663	-893	-620
Jacksonville, FL MSA plus Putnam	Baker, Clay, Duval, Nassau, Putnam, St. Johns	-33,046	-38,430	-42,592	-33,940	-20,099	4,418
Lakeland, FL MSA	Polk	-12,578	-17,497	-20,489	-18,582	-13,186	248
Miami-Dade Plus Monroe	Miami-Dade, Monroe	-62,467	-93,480	-108,871	-130,410	-134,458	-61,721
Naples-Marco Island, FL MSA	Collier	-4,858	-7,220	-10,087	-9,861	-7,936	-1,247
Northeast Nonmetropolitan Area (plus Gilchrist)	Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor, Union	-3,311	-3,468	-4,482	-2,139	-51	865
Northwest Nonmetropolitan Area (plus Gadsden, Jefferson, & Wakulla)	Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Wakulla, Walton, Washington	-4,521	-5,296	-4,372	-3,242	-1,003	36
Ocala, FL MSA	Marion	-6,173	-5,378	-6,830	-5,029	-1,586	3,216
Orlando-Kissimmee, FL MSA	Lake, Orange, Osceola, Seminole	-51,154	-70,138	-89,107	-94,715	-77,753	799
Palm Bay-Melbourne-Titusville, FL MSA	Brevard	-8,504	-11,491	-9,241	-6,901	-691	6,565
Panama City-Lynn Haven, FL MSA	Bay	-3,086	-3,254	-4,840	-4,839	-3,626	1,151
Pensacola-Ferry Pass-Brenti, FL MSA	Escambia, Santa Rosa	-9,841	-11,125	-12,909	-9,855	-3,894	-612
Port St. Lucie, FL MSA	Marin, St. Lucie	-7,410	-8,979	-9,712	-8,956	-6,229	683
Punta Gorda, FL MSA	Charlotte	-62	-1,173	-2,475	-2,659	-1,904	-579
Sarasota-Bradenton-Venice, FL MSA	Manatee, Sarasota	-11,394	-16,597	-19,873	-17,238	-10,255	3,057
Sebastian-Vero Beach, FL MSA	Indian River, Okeechobee	-1,769	-1,923	-2,402	-2,499	-1,303	10

Region	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
South Nonmetropolitan Area (minus Monroe)	DeSoto, Glades, Hardee, Hendry, Highlands	-3,417	-4,566	-5,396	-5,913	-2,835	-1,469
Tallahassee, FL MSA (minus Gadsden, Jefferson & Wakulla)	Leon	-6,053	-7,018	-5,982	-2,315	540	2,293
Tampa-St. Petersburg-Clearwater, FL MSA	Hernando, Hillsborough, Pasco, Pinellas	-64,236	-81,384	-90,984	-83,379	-60,011	3,994
The Villages, FL MSA	Sumter	-630	-891	-962	-713	-839	387
West Palm Beach-Boca Raton	Palm Beach	-28,122	-37,675	-43,874	-45,133	-33,296	-7,728
State of Florida Total		-391,382	-518,574	-612,484	-614,003	-487,175	-76,294

Source: Shimberg Center analysis of U.S. Census Bureau, 2022 American Community Survey. Values are the difference between renter households and affordable/available units at each income level. Negative value means that renter households outnumber affordable/available units.



City Commission

agenda item 13.b

item type

Public Hearings: Non Quasi-Judicial Matters

meeting date

July 10, 2024

prepared by

Randy Knight, City Manager

approved by

Randy Knight, City Manager

subject

Ordinance 3302-24: Authorizing lease agreement for 460 East New England Avenue (old library site) (2nd reading)

motion | recommendation

Approve the attached lease agreement and related ordinance.

background

At the June 26, 2024 City Commission meeting, the Commission made modifications to the proposed lease with Blue Bamboo Center for the Arts, Inc. for the old library property located at 460 East New England Avenue. Attached is a copy of the revised lease. Also attached is the ordinance conveying the property for second reading.

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

1. Ordinance 3302-24 - Authorizing Lease to Blue Bamboo
2. Exhibit 1 - Blue Bamboo Lease Revised from first reading
3. Blue Bamboo Lease REDLINE DL 07.03.2024

ORDINANCE 3302-24

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

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

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

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

WHEREAS, the City Commission deems it advisable and in the best interest of the public and citizens of the City to lease the Leased Premises to the Blue Bamboo Center for the Arts, Inc., in accordance with the Lease Agreement attached hereto as **Exhibit 1** to this Ordinance.

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

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

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

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

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

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

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 10th day of July, 2024.

Sheila DeCiccio, Mayor

ATTEST:

City Clerk Rene S. Cranis

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made and entered into this ____ day of _____ 2024, (“Effective Date”) by and between **the City of Winter Park**, a Florida municipal corporation, whose address is 401 South Park Avenue, Winter Park, Florida 32789 (hereinafter referred to as “City”) and **Blue Bamboo Center for the Arts, Inc.**, a Florida not-for-profit corporation, whose principal address is 940 W Canton Avenue A-106, Winter Park, Florida 32789 (hereinafter referred to as “Blue Bamboo”), collectively the “Parties”.

RECITALS:

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

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

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

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

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

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

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

The City may terminate this Lease without cause by providing two (2) years prior written notice to Blue Bamboo. If the City terminates this Lease without cause, the City will pay Blue Bamboo the depreciated value as of the end of the two (2) year notice, calculated on a straight line basis over the initial term of the lease for the actual cash expenditures by Blue Bamboo for its improvements to the Premises made by Blue Bamboo after the Effective Date and prior to the issuance of a Certificate of Occupancy for the building but excluding any costs for fixtures made

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

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

If either Party terminates this Lease, Blue Bamboo agrees to vacate the Premises and surrender possession to the City and within the timeframe specified in the notice of termination without the need for any formal eviction or other judicial proceeding.

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

Either Party may terminate this Lease in the event of discontinued use or a substantial loss of use for a period of six (6) months. If the Premises is severely damaged by a hurricane, fire, or other disaster such that the Premises cannot be occupied, either Party shall have the right to terminate the Lease. Upon termination, the City may choose, at the City's sole discretion, to either demolish the building or restore it. Blue Bamboo will have no further rights or obligations under the Lease once it is terminated under these conditions.

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

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

modifications, repairs, or improvements. The City shall remove all furniture and loose materials in the Premises prior to Blue Bamboo taking possession of the Premises.

Blue Bamboo may only operate the Premises as a multi-cultural arts venue. Neither Blue Bamboo nor any sublessee shall conduct any operations on or in the Premises either before 7:00 A.M., or after 11:00 PM on any day without advanced written approval from the City.

During the Term, and as the Term may be extended, Blue Bamboo shall have the right of possession, operation, and use of the Premises as provided and limited herein to be used as a multi-cultural arts venue. Should zoning and/or comprehensive plan changes to allow such use be necessary, the City will consider and process such changes but without being bound to approve any zoning and/or comprehensive plan changes. If the rezoning and/or comprehensive plan changes to allow Blue Bamboo's proposed use are not approved within 120 days from the Effective Date of this Lease, this Lease shall be null and void, excluding those provision that expressly or impliedly survive; for any expenses incurred by either Party prior to the zoning and/or comprehensive plan change, each Party shall bear such expense without contribution from the other Party.

Blue Bamboo shall comply with all applicable laws, ordinances, and regulations, including but not limited to City Code requirements such as signage regulations, setbacks, FAR, height, and parking, in its use and operation of the Premises. The City has no obligation to issue permits for any use that would create parking requirements in excess of those allowed by City Code. Blue Bamboo may lease additional parking spaces from a third party to meet the required parking needs, provided this lease for additional parking spaces is for a term of one (1) year or longer. Prior to occupancy by Blue Bamboo and prior to occupancy by each proposed subleasee, Blue Bamboo must provide proof to the City that sufficient parking spots are available to accommodate the proposed use of the Premises in compliance with the parking requirements of City Code.

Within two years of the Effective Date, at Blue Bamboo's sole cost and expense, Blue Bamboo shall bring the Premises into compliance with City Code, applicable Americans with Disabilities Act requirements, and any other legally required improvement ("Code Compliance"). If such Code Compliance is not reached within two (2) years of the Effective Date, this Lease may be terminated by the City upon the City giving at least thirty (30) days' written notice of termination to Blue Bamboo, and the City will not pay Blue Bamboo for any costs incurred or arising out of this Lease. Prior to Blue Bamboo's receipt of a building permit for Phase 1, Blue Bamboo shall provide the City with the construction cost estimate from Blue Bamboo's architect, engineers, and contractors and evidence of Blue Bamboo's financial ability to complete Phase 1.

During Phase 1, Blue Bamboo may build, construct, alter, demolish, or make improvements to the first floor of the Premises to accommodate a 160-seat non-fixed seating performance venue for concert events, meetings, rehearsals, and recording. During Phase 2, Blue Bamboo may build, construct, alter, demolish, or make improvements to the second floor and third floor of the Premises as needed such that the second floor and third floor may be rented to educational and performing arts non-profits. Subleasing the first floor of the Premises to third parties is prohibited without prior written consent of the City, at the City's sole discretion. Subleasing the second and third floor of the Premises is permitted, however, Blue Bamboo may

only sublease the second floor and third floor to City approved not-for-profit organizations, Blue Bamboo must provide the City with notice and proof that the third party meets such criteria. Blue Bamboo shall provide the City any sublease agreement for City's review and approval to the City's satisfaction. Blue Bamboo assumes all liability for third-party sublessees and is not relieved of any liability imposed by this Lease for actions or inactions of third-party sublessees.

Any improvements made to the Premises that require a building permit must be properly permitted, inspected, and approved by the City's Building Department. Blue Bamboo is responsible for ensuring compliance with all applicable building codes and regulations. All necessary permits must be obtained prior to the commencement of any work, and Blue Bamboo must schedule and pass all required inspections to obtain final approval from the City's Building Department. Further, all interior and exterior portions of the Premises must be available for inspection by City employees (e.g. Facilities, Public Works), City insurance evaluators or inspectors, or any other consultant, contractor or agent hired by the City, provided reasonable notice is given to Blue Bamboo. Blue Bamboo must remedy any deficiencies noted during these inspections promptly. The Premises and improvements thereon must remain in compliance with all applicable City codes and regulations at all times.

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

4. **Rent/Deposit.** Commencing on the Effective Date, Blue Bamboo shall pay to the City as rent for the Premises the sum of one hundred thirty-two thousand dollars (\$132,000) per year, and during the second period commencing on the first day of the second period, Blue Bamboo shall pay to the City as rent for the Premises the sum of two hundred seventy-six thousand dollars (\$276,000) per year ("Rent"). The Rent shall increase by two (2) percent every five (5) years after the end of the first period during the Term of this Lease any extension thereto. The Rent shall be paid in monthly installments, with the first monthly payment commencing upon the Effective Date. Rent will be payable without notice or demand and without deduction, off-set, or abatement in lawful money of the United States to the City at the address stated herein for notices, or to such other persons or such other places as the City may designate to Blue Bamboo in writing. Blue Bamboo is responsible for the entire amount of Rent as specified in this Lease; neither Blue Bamboo's obligations to pay Rent, nor any other obligations of Blue Bamboo under this Lease is contingent or conditioned upon Blue Bamboo's sublease of any portion of the Premises, or any performances within the Premises, or any other contingency or condition.

On or before five (5) days after the Effective Date, Blue Bamboo shall pay the City a twenty-five thousand (\$25,000.00) dollar Security Deposit. Within the earlier of ninety (90) days from the Effective Date or prior to the issuance of a Certificate of Occupancy, Blue Bamboo shall pay the City an additional twenty-five thousand (\$25,000.00) dollars towards the Security Deposit. The Security Deposit is partial security for the performance by Blue Bamboo of Blue Bamboo's obligations under this Lease, including, without limitation, the payment of Rent and any other charges payable under this Lease. The Security Deposit shall not be escrowed or segregated and no interest shall be payable on the Security Deposit unless the City elects in its sole discretion to

place the Deposit in an interest bearing account. The Security Deposit is not an advance payment of Rent or a measure of City's damages in the case of default by Blue Bamboo. Upon the occurrence of an event of default under this Lease, City may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of all or any part or component of any payments due to City by Blue Bamboo hereunder, or any other sum as to which Blue Bamboo is in default, or for the payment of any other injury, damage, expense or liability resulting from any event of default. Use of all or any portion of the Security Deposit by the City to pay for any of Blue Bamboo's obligations under this Lease in no way releases Blue Bamboo from complying with the remainder of Blue Bamboo's obligations under the Lease. Following any such application of the Security Deposit, Blue Bamboo shall pay to City on demand an amount necessary to restore the Security Deposit to its original amount. In the event that Blue Bamboo shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Security Deposit shall be returned to Blue Bamboo within sixty (60) days after the expiration of this Lease provided that the Premises are delivered to City in a condition acceptable to the City.

Any and all realtor or broker fees related to this Lease or this transaction or for future sublessees shall be paid by Blue Bamboo, including any commissions, fees, costs, or other compensation that may be owed to realtors or brokers; provided however, to the extent the City contracts with a broker or realtor in the future regarding the Premises, the City will be responsible for any commissions, fees, costs, or other compensation owed to the City's contracted broker or realtor.

5. **Possession.** During the Term of this Lease, Blue Bamboo shall have, hold, and enjoy possession of the Premises as limited herein and provided hereinafter, and all rights granted to Blue Bamboo by this Lease are subject and subordinate to City's reserved rights. Any changes to this Lease require written mutual agreement between the City and Blue Bamboo. Further, the City hereby reserves, upon reasonable notice to Blue Bamboo, the right to access the Premises for inspections.

6. **Maintenance/Repair.** Blue Bamboo agrees to maintain the Premises, including the parking lot and landscaping, in a neat, clean and first-class condition. Blue Bamboo is responsible for all maintenance and repair of the Premises and improvements and all matters located thereupon, including repairs, exterior and interior work, maintenance, and janitorial and landscaping services in and about the Premises. Without limitation, Blue Bamboo is responsible for all plumbing, electrical, HVAC, lighting, roof, windows, structural components, foundations, and every aspect of the building and improvements on the Premises, at Blue Bamboo's sole cost. Blue Bamboo is responsible for all costs for utilities, taxes, insurance, and other operating needs.

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

- a) *Indemnification.* Blue Bamboo agrees that the City will not be liable for any injuries to any person or damage to any real or personal property except to the extent such injury or damage is caused by the negligence of the City. Blue Bamboo agrees to indemnify, defend, and hold harmless the City from and against all losses, damages, claims, disputes, lawsuits, interests, and other adverse matters, including attorneys' and

experts' fees at the trial and appellate level, such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony arising out of or resulting from the performance or provision of services required under this Lease, caused by, arising from, or related to Blue Bamboo's, including Blue Bamboo's employees, agents, officers, volunteers, guests, trespassers, and sublessees or subcontractors' use, actions, or inactions relating to Blue Bamboo's, sublessee's, or assignee's use, occupation, and operation of the Premises during the Term as such may be extended. Any Americans with Disabilities Act or other statutory and common law claims arising from or related to Blue Bamboo's use of the Premises are subject to this indemnification provision.

While the City must provide written consent for certain improvements, such consent does not imply any liability for the design or construction of those improvements. Blue Bamboo acknowledges that the City shall not be held responsible for any risks or damages associated with structural renovations, including but not limited to the building's roof, walls, and windows. Blue Bamboo assumes full responsibility for ensuring that all improvements comply with applicable codes and standards and for any resulting consequences.

- b) *Sovereign Immunity.* City is a municipal corporation and expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with common law and § 768.28, Florida Statutes. Regardless of anything set forth to the contrary in this Lease, nothing in this Lease may be interpreted or otherwise deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in this Lease may inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
- c) *Vendor Indemnification.* Any vendors hired by Blue Bamboo, or their subcontractors, who provide indemnification to Blue Bamboo must also extend the same indemnification to the City. This includes all obligations to defend, hold harmless, and indemnify the City against any claims, liabilities, or damages arising from the vendor's activities related to the Premises.
- d) *Survival.* This Section 7 survives cancellation and termination of this Lease.

8. **Insurance.** Blue Bamboo and any sublessee of the Premises will acquire and maintain, during the Term of this Lease, the insurance coverages in the minimum amounts listed below. Current and valid certificates of insurance for said insurance coverages will be provided to the City Manager or his/her designee upon execution of this Lease by Blue Bamboo. Blue Bamboo shall name the City as an additional insured party for any insurance required under this Lease. Any third-party sublessee is required to name Blue Bamboo and City as additional insured

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

- a) *Commercial General Liability.* Blue Bamboo will provide and maintain a commercial general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. Such policy must be issued on an occurrence basis and include coverage for Blue Bamboo's operations, independent contractors, subcontractors, and broad form property damage coverages protecting itself, its employees, agents, contractors, volunteers, or subsidiaries, and their employees, volunteers, or agents for claims for damages caused by bodily injury, property damage, personal or advertising injury, and products liability/completed operations, including what is commonly known as groups A, B, and C. Such policy or policies must include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by Blue Bamboo or by any of its subcontractors arising from work or services performed under this Lease between the Parties. Public liability coverage must include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly Blue Bamboo's agreement to indemnify, defend, and hold the City harmless as provided in this Lease. The commercial liability policy must be endorsed to include the City as an additional insured. Coverage for volunteers may be provided via the main Commercial General Liability Policy or a separate, additional Volunteer Liability Policy in the same per occurrence and aggregate amounts as the Commercial General Liability policy. Any such Volunteer Liability Policy must list the City as an additional insured.
- b) *Premises Liability.* Blue Bamboo shall, at its sole expense, procure and maintain during the Term and any extensions of the Term of this Lease, property insurance covering the Premises against all risks of direct physical loss or damage. The insurance policy shall include coverage for fire, vandalism, malicious mischief, extended coverage perils, and any other perils commonly covered under a standard "all risk" or "special form" policy. The property insurance shall be maintained in an amount not less than the full replacement cost of the Premises, excluding the value of the land. The replacement cost shall be determined from time to time at the request of the City. The insurance policy shall 1) name the City as an additional insured and loss payee; 2) contain a waiver of subrogation rights by the insurer against the City; 3) be primary and non-contributory with respect to any insurance maintained by the City; and 4) include an endorsement requiring the insurer to provide at least thirty (30) days' written notice to the City prior to any cancellation, non-renewal, or material change in coverage. In the event of loss or damage to the Premises, the insurance proceeds shall be used for the repair or restoration of the Premises. If the insurance proceeds are

insufficient to complete such repair or restoration, Blue Bamboo shall be responsible for the deficiency.

- c) *Automobile Liability.* Blue Bamboo will provide coverage for all owned and hired vehicles with limits of not less than \$500,000 per occurrence and \$1,000,000 in the aggregate for bodily injury and property damage. Such policy shall be for “Any Auto,” Coverage Symbol 1, providing coverage for all vehicles operated regardless of ownership, and protecting Blue Bamboo, its employees, agents, or lessees or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The City must be endorsed as an additional insured under this policy.
- d) *Workers’ Compensation.* Blue Bamboo will provide full and complete Workers’ Compensation coverage as required by Florida state law, as well as Employer’s Liability coverage of not less than \$100,000.
- e) *Employee’s Honesty Insurance (Fidelity Insurance).* Blue Bamboo agrees to purchase a blanket fidelity bond covering all officers, employees, and agents of Blue Bamboo holding a position of trust and authorized to handle funds received or disbursed under this Lease. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond will provide coverage of no less than \$10,000 per occurrence.
- f) *Primary and Excess Coverage.* Any insurance required herein may be provided using primary and excess policies providing functionally equivalent coverage.
- g) *Deductibles.* The City is not responsible or liable for the payment of any deductibles for any claims arising out of or related to Blue Bamboo’s business or any subcontractor performing work or services on behalf of Blue Bamboo or for Blue Bamboo’s benefit under this Lease.
- h) *Cancellation Notices.* During the Term of this Lease, Blue Bamboo is responsible for promptly advising and providing the City’s Risk Management Department with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the City under this Lease within two (2) business days of receipt of such notice or change.
- i) *Insurance for Third Party Contractors and Vendors.* Blue Bamboo and any sublessees of the Premises shall provide the City with reasonable advance notice of any vendors, contractors, and other entities Blue Bamboo or sublessees engages, hires, or otherwise invites to perform or provide services on City owned property, and the City’s risk manager may require any such entity to enter into an indemnification, defense, and hold harmless agreement with the City in a form satisfactory to the City and acquire such insurance coverage as deemed reasonably necessary by the City’s risk manager to protect the City from and against any damages or claims arising from any such entity’s activities on City property, as a condition of providing or performing services on City owned property.

- j) *Liquor Liability Insurance.* If alcohol will be sold or served on the Premises, Blue Bamboo must obtain and maintain Liquor Liability Insurance with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Liquor Liability Insurance must be included in Blue Bamboo's overall insurance requirements and a certificate of insurance evidencing this coverage must be provided to the City prior to the sale or service of alcohol. The policy must name the City as an additional insured.
- k) *Survival.* The provisions of this section 8. Insurance survive cancellation and termination of this Lease.

9. **Default.** It is agreed between the Parties that if either Party defaults or breaches any covenant or provision of this Lease, then the non-defaulting Party, after giving the other Party ninety (90) days prior written notice of such default plus a reasonable opportunity to cure, except for nonpayment of Rent for which a five (5) day notice shall apply, if not timely cured, may seek any legal remedy available under Florida law unless otherwise provided herein. Blue Bamboo's sole remedies for any breach or default of this Lease by the City shall be to terminate this Lease and surrender possession of the Premises or an action for specific performance. Blue Bamboo waives all monetary damage and remedies. An action for specific performance must be filed by Blue Bamboo within one (1) year from the date of the first breach or default of this Lease or else such cause is waived and barred. If Blue Bamboo defaults or breaches any covenant or provision of this Lease, then the City has the right to terminate the Lease and bring any action allowed by law, including an action for injunction, specific performance, or other equitable relief, or an action to recover rent or seek damages. City shall be entitled to recovery from Blue Bamboo all costs and expenses incurred by City in recovering possession of the Premises, placing the same in good order and condition, and reletting the same, including, without limitation, reasonable attorney's fees and costs. Further, in the event Blue Bamboo breaches this Lease and fails to timely cure any such breach, the City, without waiving City's rights to pursue all available remedies may apply and offset any portion of such breach by using any or all of the Deposit.

In the event of an untimely cured breach or default of this Lease by Blue Bamboo, Blue Bamboo agrees to vacate the Premises and surrender possession to the City within thirty (30) days from the date of the City's written notice of termination of the Lease (or such later date that the City may specify in the written notice of termination) without the need for any formal eviction or other judicial proceeding and without waiving the City's other available remedies.

10. **Attorneys' Fees.** If either Party commences or defends an action for eviction or recovery of Rent against the other Party arising out of or in connection with this Lease, the prevailing Party will be entitled to have and recover from the non-prevailing Party reasonable attorneys' fees and costs of litigation, including through all appeals. Otherwise, each Party bears its own fees and costs in any litigation arising out of this Lease.

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

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

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

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

City:	City of Winter Park Attention: Division Director Office of Management & Budget 401 South Park Avenue Winter Park, Florida 32789
Copy to:	Fishback Dominick LLP City Attorney – Winter Park 1947 Lee Road Winter Park, FL 32789
Blue Bamboo:	Blue Bamboo Center for the Arts, Inc. Attention: _____ 940 W Canton Avenue A-106 Winter Park, FL 32789

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

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

such Party and which by the exercise of due diligence such Party is unable, wholly or in part, to prevent or overcome.

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

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

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

- a) Keep and maintain public records required by the City to perform the services hereunder.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested public records or allow such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease and following completion or termination of the Lease if Blue Bamboo does not transfer the records to the City.
- d) Upon completion or termination of the Lease, transfer, at no cost, to the City all public records in the possession of Blue Bamboo or keep and maintain such records required by the City to perform the service. If Blue Bamboo transfers all such records to the City upon completion or termination of the Lease, Blue Bamboo shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Blue Bamboo keeps and maintains such records upon completion or termination of the Lease, Blue Bamboo shall meet all applicable requirements for retaining public records as set forth in the applicable retention schedule for State and Local Government Agencies, which schedule is published and maintained by the Florida Department of State, Division of Library and Information Services. All such records stored electronically must be provided to the City, upon request from the City's

custodian of public records, in a format that is compatible with the information technology systems of the City.

e) If surveillance is installed on the Premises, the recorded surveillance data must be made available to the City upon request. Surveillance data provided to the City may constitute a public record subject to applicable exemptions and the City will preserve and manage such records in accordance with applicable laws and regulations. For the purpose of this subsection, "surveillance data" is not intended to include proprietary recording of performances.

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

Blue Bamboo acknowledges that failure to provide public records as defined under Chapter 119, Florida Statutes, to the City within a reasonable time may result in the assessment of penalties under § 119.10, Florida Statutes. Blue Bamboo further agrees not to release any such public records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City. The Parties agree to indemnify, defend, and hold each other harmless from and against any and all claims, damage awards, penalties, sanctions, and causes of action arising from either Party's failure to comply with the public records disclosure requirements of § 119.07(1), Florida Statutes, or by the Party's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Each Party authorizes the other to seek declaratory, injunctive, or other appropriate relief against the other from a Circuit Court in Orange County, Florida, on an expedited basis to enforce the requirements of this section. This Section 15 shall survive the expiration or termination of this Lease.

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

17. **Severability.** The invalidity or unenforceability of any provision, term, paragraph, sentence, or word of this Lease as determined by a court of competent jurisdiction will not affect or impair the remainder of the Lease, unless such invalidity or unenforceability frustrates the primary purpose of the Lease or renders it inequitable to either Party. Should such invalidity or unenforceability frustrate the primary purpose of this Lease or render it inequitable to either Party, the invalid or unenforceable terms of this Lease shall be construed by the court in a manner that effectuates the Parties' intent and the remainder of the Lease shall remain in full force and effect.

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

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

20. **Venue.** Exclusive venue in any action to construe or enforce the provisions of this Lease will, if in state court, be in the Circuit Court of and for Orange County, Florida, or, if in federal court, be in the United States Middle District of Florida, Orlando Division. Furthermore, this Lease is governed by and to be interpreted under the laws of the State of Florida.

21. **Incident Reporting.** Each Party agrees to notify the other in writing within three (3) business days of any occurrence of any incident or action giving rise to potential liability, including, but not limited to, lawsuits, injuries, or allegations of abuse or neglect made against Blue Bamboo, related to this Lease; however, such notice will not be required in the event that more immediate filing is required to preserve a cause of action or administrative right due to an administrative deadline, applicable statute of limitations, or statute of repose. Any incidents that occur on the Premises that may result in a claim must be documented, including all available details at the time. This documentation, along with any relevant surveillance data, must be provided to the City within three (3) business days of the occurrence. Additionally, any legal documents delivered to Blue Bamboo regarding incidents that occur on the property must be promptly shared with the City.

22. **No Waiver.** Continued performance or failure to perform or exercise any rights by either Party after a default or violation of any of the terms, covenants, or conditions herein may not be deemed a waiver of any right to terminate this Lease or elect any other remedy or action, nor may it be construed or act as a waiver for any subsequent default.

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

24. **Third Party Beneficiary.** This Lease is solely for the benefit of the Parties signing hereto, and no right nor any cause of action may accrue to or for the benefit of any third party.

25. **No Joint Venture.** It is mutually understood and agreed that nothing contained in this Lease may be construed as creating or, in any way, create or establish a relationship as partners or joint ventures between the Parties hereto or cause Blue Bamboo to be or become an agent or representative of the City for any purpose or in any manner whatsoever.

26. **E-Verify Compliance.** Blue Bamboo affirmatively states, under penalty of perjury, that in accordance with § 448.095, Florida Statutes, Blue Bamboo is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Blue Bamboo requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Blue Bamboo is otherwise in compliance with §§ 448.09 and 448.095, Florida

Statutes. City's good faith belief that Blue Bamboo is employing unauthorized aliens in the State of Florida in violation of § 448.095, Florida Statutes, shall be just cause for unilateral termination of this Lease effective immediately, and Blue Bamboo shall be liable for additional costs incurred by City due to the termination of the Lease.

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

28. **Nondiscrimination.** Blue Bamboo shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

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

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

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

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

Signed, sealed, and delivered in
the presence of:

CITY:

CITY OF WINTER PARK, a Florida
municipal corporation.

Witness

Sheila DeCiccio, Mayor

Print

Date: _____

Witness

Print

BLUE BAMBOO:

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

Witness

Print

By: _____

Witness

Date: _____

Print

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made and entered into this ____ day of _____ 2024, (“Effective Date”) by and between **the City of Winter Park**, a Florida municipal corporation, whose address is 401 South Park Avenue, Winter Park, Florida 32789 (hereinafter referred to as “City”) and **Blue Bamboo Center for the Arts, Inc.**, a Florida not-for-profit corporation, whose principal address is 940 W Canton Avenue A-106, Winter Park, Florida 32789 (hereinafter referred to as “Blue Bamboo”), collectively the “Parties”.

RECITALS:

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

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

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

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

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

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

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

The City may terminate this Lease without cause by providing ~~five~~ two (2) years prior written notice to Blue Bamboo. If the City terminates this Lease without cause, the City will pay Blue Bamboo the depreciated value as of the end of the ~~five~~ two (2) year notice, calculated on a straight line basis over the initial term of the lease for the actual cash expenditures by Blue Bamboo for its improvements to the Premises made by Blue Bamboo after the Effective Date and prior to the issuance of a Certificate of Occupancy for the building but excluding any costs for fixtures

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

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

If either Party terminates this Lease, Blue Bamboo agrees to vacate the Premises and surrender possession to the City and within the timeframe specified in the notice of termination without the need for any formal eviction or other judicial proceeding.

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

Either Party may terminate this Lease in the event of discontinued use or a substantial loss of use for a period of six (6) months. If the Premises is severely damaged by a hurricane, fire, or other disaster such that the Premises cannot be occupied, either Party shall have the right to terminate the Lease. Upon termination, the City may choose, at the City's sole discretion, to either demolish the building or restore it. Blue Bamboo will have no further rights or obligations under the Lease once it is terminated under these conditions.

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

3. **Use & Improvements.** Blue Bamboo acknowledges that it has inspected the Premises prior to the execution of this Lease and accepts the Premises in its current "as is" condition. Blue Bamboo confirms that it has had the opportunity to conduct a thorough inspection of the Premises, understands that there are many defects and issues with the Premises, that significant work, repairs, and improvement to the Premises are required, and accepts all aspects of the Premises, including but not limited to, structural components, fixtures, and systems, in their

present state as of the Effective Date without any obligation on the part of City to make or pay for modifications, repairs, or improvements. The City shall remove all furniture and loose materials in the Premises prior to Blue Bamboo taking possession of the Premises.

Blue Bamboo may only operate the Premises as a multi-cultural arts venue. Neither Blue Bamboo nor any sublessee shall conduct any operations on or in the Premises either before 7:00 A.M., or after 11:00 PM on any day without advanced written approval from the City.

During the Term, and as the Term may be extended, Blue Bamboo shall have the right of possession, operation, and use of the Premises as provided and limited herein to be used as a multi-cultural arts venue. Should zoning and/or comprehensive plan changes to allow such use be necessary, the City will consider and process such changes but without being bound to approve any zoning and/or comprehensive plan changes. If the rezoning and/or comprehensive plan changes to allow Blue Bamboo's proposed use isare not approved within sixty (60)120 days from the Effective Date of this Lease, this Lease shall be null and void, excluding those provision that expressly or impliedly survive; for any expenses incurred by either Party prior to the zoning and/or comprehensive plan change, each Party shall bear such expense without contribution from the other Party.

~~Blue Bamboo may only operate the Premises as a multi-cultural arts venue. Neither Blue Bamboo nor any sublessee shall conduct any operations on or in the Premises either before 7:00 A.M., or after 11:00 PM on any day without advanced written approval from the City.~~ Blue Bamboo shall comply with all applicable laws, ordinances, and regulations, including but not limited to City Code requirements such as signage regulations, setbacks, FAR, height, and parking, in its use and operation of the Premises. The City has no obligation to issue permits for any use that would create parking requirements in excess of those allowed by City Code. Blue Bamboo may lease additional parking spaces from a third party to meet the required parking needs, provided this lease for additional parking spaces is for a term of one (1) year or longer. Prior to occupancy by Blue Bamboo and prior to occupancy by each proposed subleasee, Blue Bamboo must provide proof to the City that sufficient parking spots are available to accommodate the proposed use of the Premises in compliance with the parking requirements of City Code.

Within two years of the Effective Date, at Blue Bamboo's sole cost and expense, Blue Bamboo shall bring the Premises into compliance with City Code, applicable Americans with Disabilities Act requirements, and any other legally required improvement- ("Code Compliance"). If such Code Compliance is not reached within two (2) years of the Effective Date, this Lease may be terminated by the City upon the City giving at least thirty (30) days' written notice of termination to Blue Bamboo, and the City will not pay Blue Bamboo for any costs incurred or arising out of this Lease. Prior to Blue Bamboo's receipt of a building permit for Phase 1, Blue Bamboo shall provide the City with the construction cost estimate from Blue Bamboo's architect, engineers, and contractors and evidence of Blue Bamboo's financial ability to complete Phase 1.

During Phase 1, Blue Bamboo may build, construct, alter, demolish, or make improvements to the first floor of the Premises to accommodate a 160-seat non-fixed seating performance venue for concert events, meetings, rehearsals, and recording. During Phase 2, Blue Bamboo may build, construct, alter, demolish, or make improvements to the second floor and third

floor of the Premises as needed such that the second floor and third floor may be rented to educational and performing arts non-profits. Subleasing the first floor of the Premises to third parties is prohibited without prior written consent of the City, at the City's sole discretion. Subleasing the second and third floor of the Premises is permitted, however, Blue Bamboo may only sublease the second floor and third floor to City approved not-for-profit organizations, Blue Bamboo must provide the City with notice and proof that the third party meets such criteria. Blue Bamboo shall provide the City any sublease agreement for City's review and approval to the City's satisfaction. Blue Bamboo assumes all liability for third-party sublessees and is not relieved of any liability imposed by this Lease for actions or inactions of third-party sublessees.

Any improvements made to the Premises that require a building permit must be properly permitted, inspected, and approved by the City's Building Department. Blue Bamboo is responsible for ensuring compliance with all applicable building codes and regulations. All necessary permits must be obtained prior to the commencement of any work, and Blue Bamboo must schedule and pass all required inspections to obtain final approval from the City's Building Department. Further, all interior and exterior portions of the Premises must be available for inspection by City employees (e.g. Facilities, Public Works), City insurance evaluators or inspectors, or any other consultant, contractor or agent hired by the City, provided reasonable notice is given to Blue Bamboo. Blue Bamboo must remedy any deficiencies noted during these inspections promptly. The Premises and improvements thereon must remain in compliance with all applicable City codes and regulations at all times.

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

4. **Rent/Deposit.** Commencing on the Effective Date, Blue Bamboo shall pay to the City as rent for the Premises the sum of one hundred thirty-two thousand dollars (\$132,000) per year, and during the second period commencing on the first day of the second period, Blue Bamboo shall pay to the City as rent for the Premises the sum of two hundred seventy-six thousand dollars (\$276,000) per year ("Rent"). The Rent shall increase by two (2) percent every five (5) years after the end of the first period during the Term of this Lease any extension thereto. The Rent shall be paid in monthly installments, with the first monthly payment commencing upon the Effective Date. Rent will be payable without notice or demand and without deduction, off-set, or abatement in lawful money of the United States to the City at the address stated herein for notices, or to such other persons or such other places as the City may designate to Blue Bamboo in writing. Blue Bamboo is responsible for the entire amount of Rent as specified in this Lease; neither Blue Bamboo's obligations to pay Rent, nor any other obligations of Blue Bamboo under this Lease is contingent or conditioned upon Blue Bamboo's sublease of any portion of the Premises, or any performances within the Premises, or any other contingency or condition.

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

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

Any and all realtor or broker fees related to this Lease or this transaction or for future sublessees shall be paid by Blue Bamboo, including any commissions, fees, costs, or other compensation that may be owed to realtors or brokers; provided however, to the extent the City contracts with a broker or realtor in the future regarding the Premises, the City will be responsible for any commissions, fees, costs, or other compensation owed to the City's contracted broker or realtor.

5. **Possession.** During the Term of this Lease, Blue Bamboo shall have, hold, and enjoy possession of the Premises as limited herein and provided hereinafter, and all rights granted to Blue Bamboo by this Lease are subject and subordinate to City's reserved rights. Any changes to this Lease require written mutual agreement between the City and Blue Bamboo. Further, the City hereby reserves, upon reasonable notice to Blue Bamboo, the right to access the Premises for inspections.

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

~~any commissions, fees, costs, or other compensation that may be owed to realtors or brokers.~~

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

a) *Indemnification.* Blue Bamboo agrees that the City will not be liable for any injuries to any person or damage to any real or personal property except to the extent such injury or damage is caused by the negligence of the City. Blue Bamboo agrees to indemnify, defend, and hold harmless the City from and against all losses, damages, claims, disputes, lawsuits, interests, and other adverse matters, including attorneys' and experts' fees at the trial and appellate level, such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony arising out of or resulting from the performance or provision of services required under this Lease, caused by, arising from, or related to Blue Bamboo's, including Blue Bamboo's employees, agents, officers, volunteers, guests, trespassers, and sublessees or subcontractors' use, actions, or inactions relating to Blue Bamboo's, sublessee's, or assignee's use, occupation, and operation of the Premises during the Term as such may be extended. Any Americans with Disabilities Act or other statutory and common law claims arising from or related to Blue Bamboo's use of the Premises are subject to this indemnification provision.

~~a) While the City must provide written consent for certain improvements, such consent does not imply any liability for the design or construction of those improvements. Blue Bamboo acknowledges that the City shall not be held responsible for any risks or damages associated with structural renovations, including but not limited to the building's roof, walls, and windows. Blue Bamboo assumes full responsibility for ensuring that all improvements comply with applicable codes and standards and for any resulting consequences.~~

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

~~c) Vendor Indemnification. Any vendors hired by Blue Bamboo, or their subcontractors, who provide indemnification to Blue Bamboo must also extend the same indemnification to the City. This includes all obligations to defend, hold harmless, and indemnify the City against any claims, liabilities, or damages arising from the vendor's activities related to the Premises.~~

e)d) Survival. This Section 7 survives cancellation and termination of this Lease.

8. **Insurance.** Blue Bamboo and any sublessee of the Premises will acquire and maintain, during the Term of this Lease, the insurance coverages in the minimum amounts listed below. Current and valid certificates of insurance for said insurance coverages will be provided to the City Manager or his/her designee upon execution of this Lease by Blue Bamboo. Blue Bamboo shall name the City as an additional insured party for any insurance required under this Lease. Any third-party sublessee is required to name Blue Bamboo and City as additional insured parties and must provide valid certificates of insurance to the City Manager. For all policies in which the City is required to be an additional insured, the coverage must be primary and non-contributory with any other valid and collectible insurance available to the City. Upon the expiration or modification of such certificates of insurance, Blue Bamboo shall provide continuing proof of insurance to the City Manager or his designee for the coverages listed below. The insurance coverages must contain a provision that forbids any cancellation, changes, or material alterations in the coverages without providing thirty (30) days' written notice to the City (except for cancellation of a policy for non-payment, which may provide for a minimum of ten (10) days' notice to the City).

- a) *Commercial General Liability.* Blue Bamboo will provide and maintain a commercial general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. Such policy must be issued on an occurrence basis and include coverage for Blue Bamboo's operations, independent contractors, subcontractors, and broad form property damage coverages protecting itself, its employees, agents, contractors, volunteers, or subsidiaries, and their employees, volunteers, or agents for claims for damages caused by bodily injury, property damage, personal or advertising injury, and products liability/completed operations, including what is commonly known as groups A, B, and C. Such policy or policies must include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by Blue Bamboo or by any of its subcontractors arising from work or services performed under this Lease between the Parties. Public liability coverage must include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly Blue Bamboo's agreement to indemnify, defend, and hold the City harmless as provided in this Lease. The commercial liability policy must be endorsed to include the City as an additional insured. Coverage for volunteers may be provided via the main Commercial General Liability Policy or a separate, additional Volunteer Liability Policy in the same per occurrence and aggregate amounts as the Commercial General Liability policy. Any such Volunteer Liability Policy must list the City as an additional insured.
- b) *Premises Liability.* Blue Bamboo shall, at its sole expense, procure and maintain during the Term and any extensions of the Term of this Lease, property insurance covering the Premises against all risks of direct physical loss or damage. The insurance policy shall include coverage for fire, vandalism, malicious mischief, extended coverage perils, and any other perils commonly covered under a standard "all risk" or "special form" policy. The property insurance shall be maintained in an amount not

less than the full replacement cost of the Premises, excluding the value of the land. The replacement cost shall be determined from time to time at the request of the City. The insurance policy shall 1) name the City as an additional insured and loss payee; 2) contain a waiver of subrogation rights by the insurer against the City; 3) be primary and non-contributory with respect to any insurance maintained by the City; and 4) include an endorsement requiring the insurer to provide at least thirty (30) days'days' written notice to the City prior to any cancellation, non-renewal, or material change in coverage. In the event of loss or damage to the Premises, the insurance proceeds shall be used for the repair or restoration of the Premises. If the insurance proceeds are insufficient to complete such repair or restoration, Blue Bamboo shall be responsible for the deficiency.

- c) *Automobile Liability.* Blue Bamboo will provide coverage for all owned and hired vehicles with limits of not less than \$500,000 per occurrence and \$1,000,000 in the aggregate for bodily injury and property damage. Such policy shall be for “Any Auto,” Coverage Symbol 1, providing coverage for all vehicles operated regardless of ownership, and protecting Blue Bamboo, its employees, agents, or lessees or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The City must be endorsed as an additional insured under this policy.
- d) *Workers’ Compensation.* Blue Bamboo will provide full and complete Workers’ Compensation coverage as required by Florida state law, as well as Employer’s Liability coverage of not less than \$100,000.
- e) *Employee’s Honesty Insurance (Fidelity Insurance).* Blue Bamboo agrees to purchase a blanket fidelity bond covering all officers, employees, and agents of Blue Bamboo holding a position of trust and authorized to handle funds received or disbursed under this Lease. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond will provide coverage of no less than \$10,000 per occurrence.
- f) *Primary and Excess Coverage.* Any insurance required herein may be provided using primary and excess policies providing functionally equivalent coverage.
- g) *Deductibles.* The City is not responsible or liable for the payment of any deductibles for any claims arising out of or related to Blue Bamboo’s business or any subcontractor performing work or services on behalf of Blue Bamboo or for Blue Bamboo’s benefit under this Lease.
- h) *Cancellation Notices.* During the Term of this Lease, Blue Bamboo is responsible for promptly advising and providing the City’s Risk Management Department with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the City under this Lease within two (2) business days of receipt of such notice or change.
- i) *Insurance for Third Party Contractors and Vendors.* Blue Bamboo and any

sublessees of the Premises shall provide the City with reasonable advance notice of any vendors, contractors, and other entities Blue Bamboo or sublessees engages, hires, or otherwise invites to perform or provide services on City owned property, and the City's risk manager may require any such entity to enter into an indemnification, defense, and hold harmless agreement with the City in a form satisfactory to the City and acquire such insurance coverage as deemed reasonably necessary by the City's risk manager to protect the City from and against any damages or claims arising from any such entity's activities on City property, as a condition of providing or performing services on City owned property.

j) Liquor Liability Insurance. If alcohol will be sold or served on the Premises, Blue Bamboo must obtain and maintain Liquor Liability Insurance with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Liquor Liability Insurance must be included in Blue Bamboo's overall insurance requirements and a certificate of insurance evidencing this coverage must be provided to the City prior to the sale or service of alcohol. The policy must name the City as an additional insured.

k) Survival. The provisions of this section 8. Insurance survive cancellation and termination of this Lease.

9. **Default.** It is agreed between the Parties that if either Party defaults or breaches any covenant or provision of this Lease, then the non-defaulting Party, after giving the other Party ninety (90) days prior written notice of such default plus a reasonable opportunity to cure, except for nonpayment of Rent for which a five (5) day notice shall apply, if not timely cured, may seek any legal remedy available under Florida law unless otherwise provided herein. Blue Bamboo's sole remedies for any breach or default of this Lease by the City shall be to terminate this Lease and surrender possession of the Premises or an action for specific performance. Blue Bamboo waives all monetary damage and remedies. An action for specific performance must be filed by Blue Bamboo within one (1) year from the date of the first breach or default of this Lease or else such cause is waived and barred. If Blue Bamboo defaults or breaches any covenant or provision of this Lease, then the City has the right to terminate the Lease and bring any action allowed by law, including an action for injunction, specific performance, or other equitable relief, or an action to recover rent or seek damages. City shall be entitled to recovery from Blue Bamboo all costs and expenses incurred by City in recovering possession of the Premises, placing the same in good order and condition, and reletting the same, including, without limitation, reasonable attorney's fees and costs. Further, in the event Blue Bamboo breaches this Lease and fails to timely cure any such breach, the City, without waiving City's rights to pursue all available remedies may apply and offset any portion of such breach by using any or all of the Deposit.

In the event of an untimely cured breach or default of this Lease by Blue Bamboo, Blue Bamboo agrees to vacate the Premises and surrender possession to the City within thirty (30) days from the date of the City's written notice of termination of the Lease (or such later date that the City may specify in the written notice of termination) without the need for any formal eviction or other judicial proceeding and without waiving the City's other available remedies.

10. **Attorneys' Fees.** If either Party commences or defends an action for eviction or recovery of Rent against the other Party arising out of or in connection with this Lease, the

prevailing Party will be entitled to have and recover from the non-prevailing Party reasonable attorneys' fees and costs of litigation, including through all appeals. Otherwise, each Party bears its own fees and costs in any litigation arising out of this Lease.

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

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

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

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

City:	City of Winter Park Attention: Division Director Office of Management & Budget 401 South Park Avenue Winter Park, Florida 32789
Copy to:	Fishback Dominick <u>LLP</u> City Attorney – Winter Park 1947 Lee Road Winter Park, FL 32789
Blue Bamboo:	Blue Bamboo Center for the Arts, Inc. Attention: _____ 940 W Canton Avenue A-106 Winter Park, FL 32789

13. **Holdover.** If Blue Bamboo remains in possession of the Premises after the expiration of the Term or any extension thereof, Blue Bamboo will be deemed to be occupying the Premises pursuant to a month-to-month leasehold under the same terms of this Lease, at the monthly pro rata rental amount of twenty-three thousand (\$23,000) per month, as such may be increased per

the terms of this Lease. However, this provision does not prevent the City from refusing such month-to-month arrangement or refusing to accept monthly rent and electing its remedies to evict or eject Blue Bamboo from the Premises if Blue Bamboo refuses to vacate the Premises upon demand by the City.

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

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

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

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

- a) Keep and maintain public records required by the City to perform the services hereunder.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested public records or allow such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease and following completion or termination of the Lease if Blue Bamboo does not transfer the records to the City.
- d) Upon completion or termination of the Lease, transfer, at no cost, to the City all public records in the possession of Blue Bamboo or keep and maintain such records

required by the City to perform the service. If Blue Bamboo transfers all such records to the City upon completion or termination of the Lease, Blue Bamboo shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Blue Bamboo keeps and maintains such records upon completion or termination of the Lease, Blue Bamboo shall meet all applicable requirements for retaining public records as set forth in the applicable retention schedule for State and Local Government Agencies, which schedule is published and maintained by the Florida Department of State, Division of Library and Information Services. All such records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

e) If surveillance is installed on the Premises, the recorded surveillance data must be made available to the City upon request. Surveillance data provided to the City may constitute a public record subject to applicable exemptions and the City will preserve and manage such records in accordance with applicable laws and regulations. For the purpose of this subsection, "surveillance data" is not intended to include proprietary recording of performances.

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

Blue Bamboo acknowledges that failure to provide public records as defined under Chapter 119, Florida Statutes, to the City within a reasonable time may result in the assessment of penalties under § 119.10, Florida Statutes. Blue Bamboo further agrees not to release any such public records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City. The Parties agree to indemnify, defend, and hold each other harmless from and against any and all claims, damage awards, penalties, sanctions, and causes of action arising from either Party's failure to comply with the public records disclosure requirements of § 119.07(1), Florida Statutes, or by the Party's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Each Party authorizes the other to seek declaratory, injunctive, or other appropriate relief against the other from a Circuit Court in Orange County, Florida, on an expedited basis to enforce the requirements of this section. This Section 15 shall survive the expiration or termination of this Lease.

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

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

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

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

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

20. **Venue.** Exclusive venue in any action to construe or enforce the provisions of this Lease will, if in state court, be in the Circuit Court of and for Orange County, Florida, or, if in federal court, be in the United States Middle District of Florida, Orlando Division. Furthermore, this Lease is governed by and to be interpreted under the laws of the State of Florida.

21. **Incident Reporting.** Each Party agrees to notify the other in writing within ~~thirty~~ three (3) business days of any occurrence of any incident or action giving rise to potential liability, including, but not limited to, lawsuits, injuries, or allegations of abuse or neglect made against Blue Bamboo, related to this Lease; however, such notice will not be required in the event that more immediate filing is required to preserve a cause of action or administrative right due to an administrative deadline, applicable statute of limitations, or statute of repose. Any incidents that occur on the Premises that may result in a claim must be documented, including all available details at the time. This documentation, along with any relevant surveillance data, must be provided to the City within three (3) business days of the occurrence. Additionally, any legal documents delivered to Blue Bamboo regarding incidents that occur on the property must be promptly shared with the City.

~~2122.~~ **No Waiver.** Continued performance or failure to perform or exercise any rights by either Party after a default or violation of any of the terms, covenants, or conditions herein may not be deemed a waiver of any right to terminate this Lease or elect any other remedy or action, nor may it be construed or act as a waiver for any subsequent default.

~~2223.~~ **Non-assignability.** Blue Bamboo may not assign any or all of its rights or obligations under this Lease without the prior written consent of the City Commission, which assignment may be agreed to, denied, or conditioned in part or in whole as the City Commission deems appropriate in its sole discretion. Failure to comply with this section may result in immediate termination of this Lease.

~~2324.~~ **Third Party Beneficiary.** This Lease is solely for the benefit of the Parties signing hereto, and no right nor any cause of action may accrue to or for the benefit of any third party.

~~2425.~~ **No Joint Venture.** It is mutually understood and agreed that nothing contained in this Lease may be construed as creating or, in any way, create or establish a relationship as partners

or joint ventures between the Parties hereto or cause Blue Bamboo to be or become an agent or representative of the City for any purpose or in any manner whatsoever.

2526. E-Verify Compliance. Blue Bamboo affirmatively states, under penalty of perjury, that in accordance with § 448.095, Florida Statutes, Blue Bamboo is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Blue Bamboo requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Blue Bamboo is otherwise in compliance with §§ 448.09 and 448.095, Florida Statutes. City's good faith belief that Blue Bamboo is employing unauthorized aliens in the State of Florida in violation of § 448.095, Florida Statutes, shall be just cause for unilateral termination of this Lease effective immediately, and Blue Bamboo shall be liable for additional costs incurred by City due to the termination of the Lease.

2627. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to § 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Blue Bamboo hereby certifies that Blue Bamboo is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Blue Bamboo further hereby certifies that Blue Bamboo is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Blue Bamboo understands that pursuant to § 287.135, Florida Statutes, the submission of a false certification may subject Blue Bamboo to civil penalties, attorney's fees, and/or costs. Blue Bamboo further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Blue Bamboo (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2728. Nondiscrimination. Blue Bamboo shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation.

Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

2829. **Compliance with Laws.** Blue Bamboo agrees to comply with all laws, codes, rules, and regulations, including those of the Federal, State, and local agencies having jurisdiction.

2930. **Taxes.** Blue Bamboo is responsible for the payment of any and all real property taxes and/or assessments that may be assessed relating to the Premises.

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

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

Signed, sealed, and delivered in
the presence of:

CITY:

CITY OF WINTER PARK, ~~FL~~, a Florida
municipal corporation.

Witness

Sheila DeCiccio, Mayor

Print

Date: _____

Witness

Print

BLUE BAMBOO:

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

Witness

Print

By: _____

Witness

Date: _____

Print

**item type**

Public Hearings: Non Quasi-Judicial Matters

meeting date

July 10, 2024

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Randy Knight, City Manager

subject

Ordinance 3301-24 - Establishing Chapter 58, "Land Development Code", Article III, "Zoning", Section 58-97 "Community Engagement". (2nd Reading)

motion | recommendation

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

background

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

1. Any development that requires a comprehensive plan future land use map and/or zoning amendment of lakefront property from a residential use to a commercial use, mixed-use, medium-density residential use, or high-density residential use.
2. Any development that requires a comprehensive plan future land use map and/or zoning amendment that changes the use of property from a residential category to a non-residential category, except that this subsection does not apply to changes from a residential use to a public, quasi-public or recreational use.
3. Any development that requires a comprehensive plan text or map amendment or Land Development Code amendment that increases the maximum allowed residential units per acre (density) or floor area ratio (intensity) by more than 25 percent (25%) from the existing maximum allowed residential units per acre or floor area ratio; in evaluating floor area ratio increases for the purposes of this provision, parking garage square footage is included.
4. Projects with a residential component of twenty-five (25) or more residential dwelling units, regardless of density.
5. Any project with a total building size 18,000 square feet or greater.
6. Any project requiring a Conditional Use that is adjoining or directly across the street from any residential property.

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

alternatives | other considerations

fiscal impact

attachments

1. Community Engagement Ordinance

ORDINANCE NO. _____

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

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

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

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

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

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

Sec. 58-97. Community Engagement.

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

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

(b) Applicability.

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

- a. Any development that requires a comprehensive plan future land use map and/or zoning amendment of lakefront property from a residential use to a commercial use, mixed-use, medium-density residential use, or high-density residential use.
- b. Any development that requires a comprehensive plan future land use map and/or zoning amendment that changes the use of property from a residential category to a non-residential category, except that this subsection does not apply to changes from a residential use to a public, quasi-public or recreational use.
- c. Any development that requires a comprehensive plan text or map amendment or Land Development Code amendment that increases the maximum allowed residential units per acre (density) or floor area ratio (intensity) by more than 25 percent (25%) from the existing maximum allowed residential units per acre or floor area ratio; in evaluating floor area ratio increases for the purposes of this provision, parking garage square footage is included.
- d. Projects with a residential component of twenty-five (25) or more residential dwelling units, regardless of density.
- e. Any project with a total building size 18,000 square feet or greater.
- f. Any project requiring a Conditional Use that is adjoining or directly across the street from any residential property.

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

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

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

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

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

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

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

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

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

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

By: _____
Mayor Sheila DeCiccio

ATTEST:

By: _____
Rene Cranis, City Clerk

**item type**

Public Hearings: Non Quasi-Judicial Matters

meeting date

July 10, 2024

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Randy Knight, City Manager

subject

Request of City of Winter Park for:

- Ordinance 3303-24 - amending Chapter 58, "Land Development Code", Article I "Comprehensive Plan" Future Land Use Map so as to change the Future Land Use designation of Office to Institutional Future Land Use on the city-owned property located at 655 N. Wymore Road. (2nd Reading)
- Ordinance 3304-24 - amending Chapter 58, "Land Development Code", Article III, "Zoning" and the official Zoning Map so as to change from Office (O-1) Zoning to Public, Quasi-Public (PQP) Zoning on the city-owned property at 655 N. Wymore Road. (2nd Reading)

motion | recommendation

P&Z Board and staff recommendation is for approval.

background

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

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

alternatives | other considerations

fiscal impact

attachments

1. Ordinance 3303-24 Comp. Plan_FLU 655 Wymore Road
2. Ordinance 3304-24 Zoning _655 N. Wymore Road

ORDINANCE 3303-24

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

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

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

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

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

NOW THEREFORE BE IT ENACTED, AS FOLLOWS:

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

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 10th day of July, 2024.

Mayor Sheila DeCiccio

Attest:

Rene Cranis, City Clerk

ORDINANCE 3304-24

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

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

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

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

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

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

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

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 10th day of July, 2024.

Mayor Sheila DeCiccio

Attest:

Rene Cranis, City Clerk

**item type**

Public Hearings: Non Quasi-Judicial Matters

meeting date

July 10, 2024

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Randy Knight, City Manager

subject

Request of City of Winter Park for:

- Ordinance 3305-24 - Amending Chapter 58, "Land Development Code", Article I "Comprehensive Plan" Future Land Use Map so as to change the Future Land Use designation of Office to Institutional Future Land Use on the city-owned property located at 1401 Howell Branch Road. (2nd Reading)
- Ordinance 3306-24 - Amending Chapter 58, "Land Development Code", Article III, "Zoning" and the official Zoning Map so as to change from Office (O-1) Zoning to Public, Quasi-Public (PQP) Zoning on the city-owned property at 1401 Howell Branch Road. (2nd Reading)

motion | recommendation

P&Z Board and staff recommendation is for approval.

background

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

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

alternatives | other considerations

fiscal impact

attachments

1. Ordinance 3305-24 Comp. Plan_FLU 1401 Howell Branch Road
2. Ordinance 3306-24 Zoning _1401 Howell Branch Road

ORDINANCE 3305-24

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

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

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

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

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

NOW THEREFORE BE IT ENACTED, AS FOLLOWS:

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

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 10th day of July, 2024.

Mayor Sheila DeCiccio

Attest:

Rene Cranis, City Clerk

ORDINANCE 3306-24

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

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

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

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

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

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

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

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this 10th day of July, 2024.

Mayor Sheila DeCiccio

Attest:

Rene Cranis, City Clerk