



City Commission Regular Meeting

Agenda

January 8, 2025 @ 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

welcome

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

assistance & appeals

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

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

please note

Times are projected and subject to change.

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

- a. Proclamation - National Certified Registered Nurse Anesthetists Week 5 minutes
- b. Recognition - Winter Park High School Girl's Volleyball State Championship. 5 minutes

6. City Manager's Report

- a. Meeting Schedule - FY 25, Q2 5 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, December 11, 2024
- b. Approve the following formal solicitations: 1 minute
 - 1. American Janitorial, Inc. - RFP1-25 - Janitorial Services; Amount: \$3,500,000
- c. Approve the following piggyback contracts: 1 minute
 - 1. Alan Jay Fleet Sales - Sourcewell Contract #091521-NAF - Cars, Trucks, Vans, SUVs, Cab Chassis, and Other Vehicles; for vehicle purchases during the term of the agreement through November 8, 2025; Amount: \$175,000
 - 2. Ring Power Systems - Sourcewell Contract Contract # 092222- CAT - Electrical energy power generation equipment; for goods on an as-needed basis during the term of the agreement through November 22, 2026; Amount: \$1,000,000
 - 3. Bayside Dredging LLC - City of Tampa Contract #101100422 -

- Outfall Maintenance Services - Renewal; for services on an as-needed basis during the term of the agreement through December 14, 2025; Amount \$600,000
4. Stuart C. Irby Company - OUC Contract #4670-OQ - Padmount Switchgears - Renewal; for services on an as-needed basis during the term of the agreement through December 31, 2025; Amount: \$300,000
 5. Core & Main, LP - City of St. Petersburg Contract #226467 - Water & Wastewater Supplies; for the annual SmartWorks Meter Software as a Service (SaaS) during the term the SaaS agreement through September 30, 2025; Amount: \$128,841.18
 6. Enco Utility Services - FMPA Contract RFP# 2024-209 - Utility Call Center Support Services; for services on an as-needed basis during the term of the agreement through December 31, 2029; Amount: \$250,000
 7. United Rentals - Sourcewell Contract #040924-URI - Rental Equipment; for services on an as-needed basis during the term of the agreement through June 11, 2028; Amount: \$450,000
- d. Approve the following contracts: 1 minute
1. FY06-1 - Elizabeth Morse Genius Foundation - Parking Garage Maintenance; for services on an as-needed basis during the term of the agreement through October 1, 2025; Amount: \$80,000

11. Action Items Requiring Discussion

- a. Consideration of request for reduction of code compliance fines - 1260 Whitesell Drive. 30 minutes
- b. Purchase Agreement for Playhouse Property 711 N. Orange Ave. 10 minutes

12. Public Hearings: Quasi-Judicial Matters

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

- a. Resolution 2294-25 - designating the property at 1051 Lake Bell Drive to the Winter Park Register of Historic Places. 10 minutes
- b. Ordinance amending Article VIII Historic Preservation of Chapter 58, concerning the process and procedures for certificates of review subject to public notice and public hearing, and penalties for unauthorized significant alterations or demolitions. (1st reading) 20 minutes

13. Public Hearings: Non Quasi-Judicial Matters

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

-
- | | | |
|----|---|-----------|
| a. | Ordinance 3327-25 - amending Section 6 of Ordinance 3292-24 to allow for mail in referendum on leaf blowing in the event that the general city election to be held on March 11, 2025 is not needed for the election of commissioners. (2nd reading) | 5 minutes |
| b. | Resolution 2295-25 - Approving a revised referendum ballot statement and ballot summary for the referendum authorized and called by ordinance 3292-24. | 5 minutes |

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

**item type**

Mayor's Report

meeting date

January 8, 2025

prepared by

Craig O'Neil, Assistant Director of Communications

approved by

Michelle del Valle, Assistant City Manager

subject

Proclamation - National Certified Registered Nurse Anesthetists Week

motion | recommendation**background**

National CRNA Week is the annual celebration of the nearly 74,000 Certified Registered Nurse Anesthetists and residents in nurse anesthesiology programs in the United States. CRNAs, who safely administer more than 58 million anesthetics each year, deliver exceptional care to patients who rely on these innovative leaders to protect them during their most vulnerable moments.

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

None



City Commission

agenda item 5.b

item type

Mayor's Report

meeting date

January 8, 2025

prepared by

Craig O'Neil, Assistant Director of Communications

approved by

Michelle del Valle, Assistant City Manager

subject

Recognition - Winter Park High School Girl's Volleyball State Championship.

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

None



City Commission

agenda item 6.a

item type

City Manager's Report

meeting date

January 8, 2025

prepared by

Rene Cranis, City Clerk

approved by

Michelle del Valle, Assistant City Manager

subject

Meeting Schedule - FY 25, Q2

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

1. FY 25 Q2 Schedule

FY 25 Q2 Commission Meetings and Work Sessions, January – March 2025

Regular Meetings start at 3:30 p.m. Work Sessions are scheduled for 1-3 p.m.

	Meeting/Activity
Wednesday, January 8, 2025	Regular Meeting
Thursday, January 9, 2025	Work Session - Canceled
Wednesday, January 22, 2025	Regular Meeting
Thursday, January 23, 2025	Work Session – Park Avenue refresh
Wednesday, February 12, 2025	Regular Meeting
Thursday, February 13, 2025	Work Session – Non-profit grant program
Wednesday, February 26, 2025, 2:00 (time subject to change depending on agenda)	CRA Meeting
Wednesday, February 26, 2025	Regular Meeting
Thursday, February 27, 2025	Work Session – Election code changes
Wednesday, March 12, 2025	Regular Meeting
Thursday, March 13, 2025	Work Session – FY 26 Budget
Wednesday, March 26, 2025	Regular Meeting
Thursday, March 27, 2025	Work Session – Street sweeping policy



City Commission

agenda item 10.a

item type

Consent Agenda

meeting date

January 8, 2025

prepared by**approved by**

Michelle del Valle, Assistant City Manager

subject

Approve the minutes of the regular meeting, December 11, 2024

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

1. Minutes-2024-12-11 draft



City Commission Regular Meeting Minutes

December 11, 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 Kurt Ardaman and City Clerk Rene Cranis.

1. Meeting Called to Order

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

2. Invocation-Pastor Weaver Blondin, Mt. Moriah Missionary Baptist Church

3. Pledge of Allegiance

4. Approval of Agenda

Motion made by Mayor DeCiccio to remove Item 10.d.6 pursuant to staff's request, seconded by Commissioner Weaver. The motion carried unanimously by a 5-0 vote.

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

5. Mayor's Report

- Announced the appointment of Dr. Brooke Barnett as the new president of Rollins College.
- Commended staff on the incredible holiday events held last weekend and thanked the Chamber for their work on the events.

6. City Manager's Report

- Thanked Mayor DeCiccio for recognizing staff for their work on the holiday events.
- Advised of proposed change to the ballot language for the repeal of the ban on leaf blowers in response to residents' concerns that the language is unclear. (Addressed in conjunction with Item 13b).
- Advised that Orange County has recommended changes to the Joint Planning Agreement: acknowledgment that the existing MSTU for the Lake Killarney area would sunset if that area were annexed and that the city would annex enclaves created by annexation within five years.

Motion made by Mayor DeCiccio to approve the amendments, seconded by Commissioner Weaver. The motion carried unanimously by a 5-0 vote.

a. Introduction - Winter Park Housing Authority Executive Director

Winter Park Housing Authority board chair Hail George explained the purpose and mission of the Authority, recognized board members present and introduced new Executive Director Tarena Grant. Ms. Grant thanked the board for the honor.

7. City Attorney's Report

8. Non-Action Items

a. Red Light Camera Report

Police Chief Tim Volkerson stated the state requires cities to present this report to the commission and take public comment. He reviewed statistics on violations, contentions, dismissals and citations issued and how revenue was distributed. There were no public comments.

9. Public Comments | heard after Item 11d.

10. Consent Agenda

- a. Approve the minutes of the regular meeting, November 13, 2024.
- b. Approve the minutes of the work session, November 14, 2024.
- c. Approve the following formal solicitations:
 1. H.J. High Construction - RFP26-24 - CMAR Services for the City of Winter Park Fire Training Facility; CMAR Fee: 5%
 2. United Sweeping, LLC - RFP27-24 - Street Sweeping Services; Amount: \$275,000
- d. Approve the following piggyback contracts:
 1. Hill Manufacturing Company - Kentucky Educational Development Corporation (KEDC) Contract #10100169-CLS2022.002 - Custodial Equipment, Supplies & Services - Renewal; for goods and services on an as-needed basis during the term of the agreement through December 31, 2025; Amount \$150,000
 2. Kone, Inc. - OMNIA Partners Contract #EV2516 - Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions - Renewal; for services on an as-needed basis during the term of the agreement through November 30, 2029; Amount: \$500,000
 3. Environmental Products Group, LLC - Florida Department of Transportation (FDOT) Contract #DOT-ITN-19-9025-GH-5 - Heavy Equipment Lease; for services on an as-needed basis during the term of the agreement through February 11, 2026; Amount: \$100,000
 4. TSI Disaster Recovery, LLC - Florida Department of Environmental Protection (FDEP) Contract #SL005 - DEP Waterway Debris; for services during the term of the agreement through August 1, 2026; Amount: \$2,500,000
 5. The Nidy Sports Construction, Inc. - OMNIA Partners Contract #08-42 - Athletic Surfacing and Asphalt Maintenance; for services on an as-needed

- basis during the term of the agreement through April 30, 2026; Amount: \$300,000
6. Ring Power Systems - Sourcewell Contract #062320-CAT - Rental machines, tools, and equipment from Cat and 70+ brands; for goods on an as-needed basis during the term of the agreement through August 27, 2025; Amount: \$200,000 **(Removed from agenda under Approval of Agenda)**
 7. Cubix, Inc. - OUC Contract #5050-OQ - Floor Covering – Carpet Cleaning - Renewal; for services on an as-needed basis during the term of the agreement through December 14, 2025; Amount: \$175,000
 8. Axon Enterprise, Inc. - OMNIA Partners Contract #3544-21-4615 - Body Worn Cameras and Related Products and Services; for goods and services during the term of the agreement through December 20, 2027; Amount: \$1,600,000
 9. Konica Minolta Business Solutions U.S.A., Inc. - State of Florida Contract #44100000-24-NASPO-ACS - Multi-Function Devices, Copiers, and Related Software and Services; for services during the term of the agreement through July 31, 2026; Amount: \$125,000
 10. Dana Safety Supply, Inc. - Bradford County Sheriff's Office Contract #BCSO2019-01 - Public Safety Vehicle and Equipment, Parts, Sales and Installation Services; for goods and services on an as-needed basis during the term of the agreement through July 14, 2029; Amount: \$450,000
- e. Approve the following contracts:
1. IFB16-21 - Matheson Tri-Gas, Inc. - Purchase & Delivery of Liquid Oxygen - Renewal; for services on an as-needed basis during the term of the agreement through January 10, 2026; Amount: \$230,000
 2. RFP15-19A - HDD of Florida, LLC - Underground Conduit/Pipe Installation Services - Renewal; for services during the term of the agreement through April 1, 2025; Amount \$1,000,000
 3. IFB11-23 - Lewis Outdoor Solutions - Landscape Maintenance for City Facilities; for services on an as-needed basis during the term of the agreement through April 16, 2025; Amount: \$150,000
 4. RFQ30-22 - Dix.Hite. + Partners, Inc. - Professional Landscape Architectural Services - Renewal; for services on an as-needed basis during the term of the agreement through December 12, 2025
 5. RFQ30-22 - Land Design, Inc. - Professional Landscape Architectural Services - Renewal; for services on an as-needed basis during the term of the agreement through December 12, 2025
 6. RFQ30-22 - GAI Consultants, Inc. - Professional Landscape Architectural Services - Renewal; for services on an as-needed basis during the term of the agreement through November 29, 2025
- f. Approve 180-day extension of the Design Guidelines Ad-Hoc Committee.
- g. Parks Maintenance Facility & West Meadow Restrooms - Contract GMP and Budget Amendment.

There were no public comments. **Motion made by Commissioner Cruzada to approve the Consent Agenda (except Item d6), seconded by Commissioner Sullivan. The motion carried unanimously by a 5-0 vote.**

11. Action Items Requiring Discussion

- a. Basin studies recommendations and first group of projects.

Assistant Director of Public Works Don Marcotte noted that the basin studies can be found on the city's website and introduced staff and basin study consultants. He summarized continuing FY 24 projects, approved FY 25 projects, and projects generated by the study, some of which will be phased out over two to three years, and reviewed next steps that include survey, design and permits. Staff and basin study consultants responded to questions on existing conditions, individual projects and maintenance to address flooding issues. There were no public comments and no changes proposed by the commission.

- b. 2025 State Legislative Priorities

Assistant City Manager Michelle del Valle said the list of priorities reflects the lobbyist and staff's recommendations. No changes were recommended by the commission.

Miss Hattie Bryant, 1240 S. Pennsylvania Avenue, asked for information regarding the lobbyist and how the public can comment. Mr. Knight said the city's lobbyist, Gray Robinson was selected through the RFP process. Public input is welcome at any time. Ms. del Valle will meet with Ms. Bryant to discuss priorities.

Motion made by Mayor DeCiccio to approve the list as presented, seconded by Commissioner Cruzada. The motion carried unanimously by a 5-0 vote.

- c. Transfer property located at 1401 Howell Branch Road to Utilities.

Mr. Knight provided the background of the city's purchase of this property and issues that prevent the building from being used for the building and permitting department. He presented options with staff recommending retaining the property for future building or sale and transferring funds to the Building and Permitting for the purchase. Commissioner Sullivan supported selling the property. Commissioner Weaver asked about city needs. Mr. Knight said retaining the property would provide flexibility for future use and discussion followed.

Motion made by Commissioner Weaver to table this to January 22, 2025 to conduct additional research, seconded by Commissioner Sullivan. The motion carried unanimously by a 5-0 vote.

- d. City of Winter Park Sponsorship and Advertising Policy

Director of Parks and Recreation Jason Seeley showed options for allowing advertising and donor recognition within parks and facilities with appropriate scale, theme and esthetics.

Commissioner Sullivan suggested prohibiting outside advertising at the Library and Events Center and political messages and review of signs by the Parks and Recreation

Advisory Board. Commissioner Russell asked about the impact of monitoring the maintenance of advertising. Mr. Seeley spoke about the content of sponsorship agreements and discussion followed.

Commissioner Cruzada supported prohibiting outdoor advertising at the Library and Events Center.

Commissioner Weaver opposed this policy as he feels it would adversely affect the city's brand. Mayor DeCiccio agreed and expressed concern about the ability to apply the policy, limited revenue stream, and the perception of outdoor advertising. Discussion followed on sponsorship and policy language that would allow staff to work with potential sponsors.

Gigi Papa, 1440 Hibiscus Avenue, suggested conducting a survey to determine support.

Sally Flynn, 1400 Highland Road, suggested further study before implementing a policy.

Dylan Thomas, The Cloisters resident, suggested contacting Orange County Public Schools, which has an advertising/sponsorship policy.

Motion made by Mayor DeCiccio to table this to February, seconded by Commissioner Cruzada. The motion carried unanimously with a 4-1 vote. Commissioner Sullivan voted no.

9. Public Comments

Bob Barnet, assistant manager at Austin's Coffee, asked for an update on the city's plans for the property and urged the city not to redevelop the property.

Sally Flynn, 1400 Highland Road, asked about the qualifying period for elections. Mr. Knight said the qualifying period, usually in January, changes in the years of a Presidential Preference Primary. Staff will provide additional information to Mrs. Flynn.

12. Public Hearings: Quasi-Judicial Matters

13. Public Hearings: Non Quasi-Judicial Matters

- a. RESOLUTION 2293-24 - A RESOLUTION OF THE CITY COMMISSION OF WINTER PARK, FLORIDA, AMENDING RESOLUTION NO. 1552 TO AMEND THE CLASSIFICATION OF GROUP A EMPLOYEES AND GROUP B EMPLOYEES FOR THE CITY CONTRIBUTION RATES UNDER CITY OF WINTER PARK EMPLOYEES DEFERRED COMPENSATION PLAN; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Ardaman read the resolution by title. Mr. Knight provided the background of the deferred compensation plan and stated this puts all the department heads in the same group with the same benefits. There were no public comments.

Motion made by Commissioner Weaver to adopt the resolution, seconded by Commissioner Cruzada. 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.

- b. Ordinance amending Section 6 of Ordinance 3292-24 to allow for mail in referendum on leaf blowing in the event that the general city election to be held on March 11, 2025 is not needed for the election of commissioners.

Attorney Ardaman read the ordinance by title. Mayor DeCiccio explained this provides for cancelation of the general election and for a mail ballot referendum repealing the ban on leaf blowers if there is only one candidate for both commission seats. Mr. Knight noted the need to address the change in the referendum language as discussed under the City Manager's Report.

The commission discussed the need for more civic engagement, for people willing to serve, and the likelihood of decreased voter turnout with only one question on the ballot. Staff provided information on election procedures and election costs.

Motion made by Commissioner Russell to approve the ordinance with the revised language correcting the election date from March 12 to March 11, seconded by Mayor DeCiccio. (No action taken.)

Gigi Papa, 1440 Hibiscus Avenue, suggested tabling this ordinance and asked to see the revised ballot language.

Mr. Knight said a resolution would be considered in the January 8th meeting to revise the ballot language. Second reading and adoption of this ordinance must be on January 8th so it is in place before qualifying ends on January 21st.

Motion made by Commissioner Cruzada to approve the ordinance, amending the election date in the ordinance title to March 11, 2025, seconded by Commissioner Weaver. 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.

Consensus was to consider a resolution revising the ballot language on January 8th.

14. City Commission Reports

Commissioner Sullivan -

- Encouraged the public to visit the city's new public art collection webpage which catalogs the city's collection and commended the work of the Public Art Advisory Board and city staff.

Commissioner Russell -

- Spoke about events and programs at the Winter Park Community Center and encouraged volunteer participation in these programs that support the community.
- Asked for a recognition of the success of student athletics and programs.

Commissioner Cruzada-

- Echoed Mayor DeCiccio's staff recognition for the city's holiday events.
- Reminded everyone of the Light Up Hannibal Square event tomorrow.
- Asked about the inconsistency of the timing of the light at Ollie and Chase. Mr. Knight said it is controlled by FDOT and staff will notify them about timing inconsistencies.

Commissioner Weaver

- Wished everyone Happy Holidays.

Mayor DeCiccio -

- Spoke about the issue with coyotes. Mr. Knight said information is on the website and will be in the upcoming newsletter.

15. Summary of Meeting Actions

- Recognized city staff and others for the success of the holiday events.
- Received introduction of new Executive Director of the Housing Authority, Tarena Grant.
- Approved changes to Joint Planning Agreement with Orange County.
- Approved the Consent Agenda, except Item d.6.
- Received report on the Red Light Camera Program.
- Approved basin study project list.
- Approved State legislative priorities list.
- Tabled the decision on the Howell Branch Road property to January 22nd.
- Tabled the sponsorship and advertising policy to February.
- Approved resolution clarifying the 457 Deferred Contribution program.
- Approved ordinance allowing mail-ballot election on repeal of the ban on leaf blowers on first reading.
- Present resolution revising the ballot question language in the January 8th meeting.
- Send qualifying information to Mrs. Flynn.
- Check the light at Ollie and Fairbanks and notify FDOT.
- Consider a process for recognition of WPHS athletes.
- Publicize information about coyotes.

16. Adjournment

The meeting was adjourned at 5:37 p.m.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis



City Commission

agenda item 10.b

item type

Consent Agenda

meeting date

January 8, 2025

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

Approve the following formal solicitations:

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

None



City Commission

agenda item 10.b.1

item type

Consent Agenda

meeting date

January 8, 2025

prepared by

Rebecca Watt, Procurement Agent

approved by

Michelle del Valle, Assistant City Manager

subject

1. American Janitorial, Inc. - RFP1-25 - Janitorial Services.

motion | recommendation

Commission approve item as presented and authorize staff to finalize terms.

background

1. A formal solicitation was issued on October 1, 2024, with responses due on November 4, 2024. We received twenty-two (22) responsive submittals. Staff received presentations from the top five (5) ranked firms and is recommending award to the selected vendor and authorizing for staff to enter into final negotiations.

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in the following approved budgets:

1. General Fund is used to manage and pay the contract. Other funds reimburse the General Fund through indirect cost allocation based on building use and square footage.

attachments

None



City Commission

agenda item 10.c

item type

Consent Agenda

meeting date

January 8, 2025

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

Approve the following piggyback contracts:

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

None

**item type**

Consent Agenda

meeting date

January 8, 2025

prepared by

Rebecca Watt, Procurement Agent

approved by

Michelle del Valle, Assistant City Manager

subject

1. Alan Jay Fleet Sales - Sourcwell Contract #091521-NAF - Cars, Trucks, Vans, SUVs, Cab Chassis, and Other Vehicles; for vehicle purchases during the term of the agreement through November 8, 2025; Amount: \$175,000
2. Ring Power Systems - Sourcwell Contract Contract # 092222- CAT - Electrical energy power generation equipment; for goods on an as-needed basis during the term of the agreement through November 22, 2026; Amount: \$1,000,000
3. Bayside Dredging LLC - City of Tampa Contract #101100422 - Outfall Maintenance Services - Renewal; for services on an as-needed basis during the term of the agreement through December 14, 2025; Amount \$600,000
4. Stuart C. Irby Company - OUC Contract #4670-OQ - Padmount Switchgears - Renewal; for services on an as-needed basis during the term of the agreement through December 31, 2025; Amount: \$300,000
5. Core & Main, LP - City of St. Petersburg Contract #226467 - Water & Wastewater Supplies; for the annual SmartWorks Meter Software as a Service (SaaS) during the term the SaaS agreement through September 30, 2025; Amount: \$128,841.18
6. Enco Utility Services - FMPA Contract RFP# 2024-209 - Utility Call Center Support Services; for services on an as-needed basis during the term of the agreement through December 31, 2029; Amount: \$250,000
7. United Rentals - Sourcwell Contract #040924-URI - Rental Equipment; for services on an as-needed basis during the term of the agreement through June 11, 2028; Amount: \$450,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. The Cooperative Purchasing Agency (Sourcwell) issued a formal solicitation to award this contract in FY21.
2. The Cooperative Purchasing Agency (Sourcwell) issued a formal solicitation to award this contract in FY22. This is for the purchase of generator replacements throughout

City facilities.

3. The Originating Agency (City of Tampa) issued a formal solicitation to award this contract in FY23.
4. The Originating Agency (OUC) issued a formal solicitation to award this contract in FY20.
5. This SaaS agreement became effective during FY22 and has been renewed on an annual basis in accordance with the original agreement.
6. The Originating Agency (FMPA) issued a formal solicitation to award this contract in FY24.
7. The Cooperative Purchasing Agency (Sourcewell) issued a formal solicitation to award this contract in FY24.

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in the following approved budgets:

1. Vehicle Replacement Fund
2. General Fund
3. NRCS Fund
4. Electric Utility Fund
5. Water & Wastewater Fund
6. Electric Utility Fund
7. General Fund

attachments

None



City Commission

agenda item 10.d

item type

Consent Agenda

meeting date

January 8, 2025

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

Approve the following contracts:

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

None



City Commission

agenda item 10.d.1

item type

Consent Agenda

meeting date

January 8, 2025

prepared by

Rebecca Watt, Procurement Agent

approved by

Michelle del Valle, Assistant City Manager

subject

1. FY06-1 - Elizabeth Morse Genius Foundation - Parking Garage Maintenance; for services on an as-needed basis during the term of the agreement through October 1, 2025; Amount: \$80,000

motion | recommendation

Commission approve item as presented and authorize Mayor to execute.

background

1. A formal agreement was executed in FY06 and has been renewed in accordance with the original agreement.

alternatives | other considerations

N/A

fiscal impact

Total expenditures included in the following approved budget:

1. CRA Fund

attachments

None

**item type**

Action Items Requiring Discussion

meeting date

January 8, 2025

prepared by

Susanne Porras, Code Compliance Manager
Gary Hiatt, Director of Building, Permitting Services
and Code Compliance

approved by

Rene Cranis, City Clerk

subject

Consideration of request for reduction of code compliance fines - 1260 Whitesell Drive.

motion | recommendation

Staff does not recommend a fine reduction due to the length of time and overall cost to the city from the commencement of the code enforcement process. If the Commission considers a fine reduction, staff will request the reduction be contingent upon the sale of the property within 1 year, payable upon request at the time of closing.

background

Gary Moore has submitted a request to review code enforcement fines and costs related to the property at 1250 Whitesell Drive. Documentation has been provided and staff will be available for questions.

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

1. Appearance Request City Commission by Gary Moore
2. Fees Assessment - 1260 Whitesell Drive - Gary Moore - 12-30-2024
3. Supplemental Sheet

Nov. 25, 2024

GARY MOORE
P.O. Box 1303
WINTER PARK, FL
32790

WINTER PARK CITY COMMISSION
401 S. PARK AVE.

WINTER PARK, FL 32789

ATTN: Randy Knight, City Manager

Re: Appearance Request; City Commission Meeting (Dec 11, 2024)

I am writing this letter to request a personal appearance before the City Commission meeting scheduled for Dec. 11, 2024.

The subject of discussion pertains to a request for review of fines levied and actions taken against myself and my property as a result of hurricane damage to my home.

I have been advised by the Directors of the concerned Departments (BUILDING & PERMITTING and CODE ENFORCEMENT) that a request for review before the CITY COMMISSION is the proper channel and option for discussion of this matter.

I have no knowledge of the time, location or points of procedure for the Commission meetings so any information you could provide would be appreciated. Also, my only means of transportation is by City bus (Lynx) so any flexibility in appearance scheduling which would coincide with bus schedules would be greatly appreciated.

Thank you for your time.

Gary Moore



FEES ASSESSMENT

City of Winter Park
401 S Park Avenue
Winter Park, FL 32789
407-599-3600

DATE: 12/30/2024

BILL TO:

Lucy W. Moore Estate
C/O Gary Moore
1260 Whitesell Drive
Winter Park, FL 32789-1566

PROPERTY: 1260 Whitesell Drive

Parcel # 32-21-30-8784-03-080

DESCRIPTION	Sub-Total	AMOUNT
Administrative Hard Costs		
Pre -Demo Utility Invoice	\$1,481.00	
Inspections x6 @\$150.00	\$900.00	
Demo Charges	\$11,860.00	
Locksmith Services	\$721	
Lien Recording Fees	\$75.88	
Contractor Fees	\$670.06	
Mowing Fees	\$8,946.85	
Attorney Fees	\$93,983.88	
Total	\$118,638.67	\$118,638.67
Daily Fine (903 days@\$100/day)	\$90,300.00	\$90,300.00
Total		\$208,938.67
1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	
	\$0.00	

Supplemental Sheet

Gary Moore's Payment was \$114,954.79 (includes 903 days at \$100 per day, lot maintenance, tree removal without attorney fees).

Hard costs:

- Demolition, lot maintenance, code enforcement fees, lien recording total amount is \$24,654.79
- Overall attorney fees billed to the City of Winter Park are \$93,983.88 (\$18,211.89 foreclosure lawsuit can be recovered per Florida Statute, lien not filed to date).
- Total hard cost \$118,638.67 plus \$90,300 (903 days @\$100/day) = \$208,938.67
- Amount paid \$114,954.79 - \$118,638.67 (hard cost) = **-3,683.88**

**item type**

Action Items Requiring Discussion

meeting date

January 8, 2025

prepared by

Peter Moore, Director of Office of Management and Budget

approved by

Michelle del Valle, Assistant City Manager

subject

Purchase Agreement for Playhouse Property 711 N. Orange Ave.

motion | recommendation

Approve the purchase agreement which is contingent upon an executed final TDT grant agreement with Orange County

background

The City partnered with the Winter Park Playhouse to submit a grant proposal for Tourist Development Tax (TDT) funding, that would acquire the existing property and then renovate this local musical theater mainstay. The city was awarded \$8 million to purchase 711 N. Orange Ave. and to renovate the existing site. This will expand current seating capacity by 50% and will grant the city a new land asset, paid for with TDT dollars. The project's total expected cost is approximately \$10 million, with the playhouse raising the \$2 million difference from donors. To-date they are more than halfway towards this goal.

County attorneys are currently developing the grant agreement legal documents and staff expects to receive those by the beginning of January. In the meantime, staff and the city attorney's office have prepared a purchase agreement with the seller so that due diligence may begin. This agreement is contingent upon a final executed grant agreement with the county so that no public dollars are spent without the certainty of grant reimbursement.

The purchase agreement is attached to this item and is summarized as follows:

Price: \$3.875 million

Inspection: 60 days

Closing: 30 days after inspection period

Escrow: \$100k, refundable

Closing and escrow reimbursement all contingent on executed grant with County.

Once this purchase agreement is approved, the city will begin its inspection process. In tandem, the city will continue to work with the county to get a final grant agreement

approved, and will work with the Playhouse to develop a lease agreement that will govern the tenant relationship moving forward.

alternatives | other considerations

Not approving this purchase would likely necessitate canceling the grant and the project.

fiscal impact

From the municipal perspective, this purchase agreement does not impose any immediate cost on the city as the land the city would be receiving is part of a grant award from Orange County. It is the city's intention to enter into a lease agreement with the Playhouse that leaves all upkeep and cost responsibility on the tenant so that there are no holding costs for being the landlord. There is the possibility that the property would become tax-exempt once the city takes ownership of the land. This would result in a minor annual loss to expected CRA tax increment revenues. This is expected to be under \$15k annually, however the city would now be the owner of a piece of land worth over \$3 million.

attachments

1. Playhouse Purchase Agreement_BEP 12.12.24(v.3)

AGREEMENT FOR SALE AND PURCHASE

(711 Orange Avenue, Winter Park, FL 32789)
(Property Appraiser Parcel # 07-22-30-3616-00-010)

THIS AGREEMENT FOR SALE AND PURCHASE (“Agreement”) is made and entered into as of the Effective Date defined herein, by and between the CITY OF WINTER PARK, a Florida municipal corporation (“**Purchaser**” or “**Buyer**”), and WINTER PARK MERCANTILE & INVESTMENT PROPERTIES, a Florida General Partnership (“**Seller**”).

WITNESSETH:

WHEREAS, Seller is the fee simple owner of certain real property located at 711 Orange Avenue, Winter Park, Florida, more particularly described in **Exhibit “A”** attached hereto, together with Seller’s right, title and interest, if any, in and to (a) all appurtenances, streets, alleys, easements, rights-of-way in or to all streets or other interests in, on, across, in front of, abutting, or adjoining the Property, (b) contracts, agreements, leases, warranties and guarantees encumbering the Property, to the extent same are transferable and (c) all of Seller’s licenses, permits, authorizations and approvals issued by governmental authorities for the Property, to the extent same are transferable (the “**Property**”); and

WHEREAS, Orange County has approved a grant for the development of a playhouse on the Property and Purchaser desires to purchase the Property from Seller under the terms and conditions set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises, the payment of Ten and No/100 Dollars (\$10.00) in hand paid by Purchaser to Seller, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

1. **RECITALS.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement as fully as if set forth herein verbatim as material provisions of this Agreement.
2. **AGREEMENT TO BUY AND SELL.** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property as further described in **Exhibit “A,”** in the manner and upon the terms and conditions set forth in this Agreement.
3. **EARNEST MONEY DEPOSIT.**

A. **Earnest Money Deposit.** Within five (5) business days after the Effective Date, Purchaser shall deliver an earnest money deposit of \$100,000.00 (“**Earnest Money Deposit**”) to Fishback Dominick LLP (the “**Escrow Agent**”) in the form of a wire transfer or cashier’s check from a bank whose deposits are federally insured and that has an office for taking deposits in Orange County, Florida. The Earnest Money Deposit shall be held in escrow by the Escrow Agent in a non-interest-bearing account and disbursed according to the terms of this Agreement.

B. Failure to Deliver Deposit. If the Earnest Money Deposit is not delivered by Purchaser to Escrow Agent in accordance with the time frame set forth herein, and such failure continues for a period of two (2) business days after written notice from Seller, then either party may terminate this Agreement by written notice to the other party. If this Agreement is so terminated, this Agreement shall be deemed to have terminated, and there shall be no remedy hereunder to either Seller or Purchaser other than the termination of this Agreement.

C. Refundability of Deposit. The Earnest Money Deposit shall be non-refundable to Purchaser following the expiration of the Inspection Period, except if (i) Seller is unable or unwilling to sell the Property under the terms required by this Agreement, (ii) Purchaser is not awarded the Tourist Development Tax funding from Orange County requested in the 2024 grant cycle, or (iii) Purchaser terminates this Agreement as provided in Section 6.

4. **PURCHASE PRICE.** The purchase price for the Property shall be Three Million Eight Hundred Seventy-Five Thousand and 00/100 Dollars (\$3,875,000.00) (the “**Purchase Price**”). The Purchase Price shall be paid by Purchaser to Seller at the Closing by federal wire transfer of funds, subject to appropriate credits, adjustments and prorations as may be provided herein.

5. **INSPECTION AND DUE DILIGENCE PERIOD.**

A. Inspection Period. Purchaser shall have a period of sixty (60) days from the Effective Date (the “**Inspection Period**”) to conduct physical, title, and other due diligence inspections to determine, in Purchaser’s sole and absolute discretion, whether the Property is suitable for Purchaser’s intended use. Purchaser shall have the unconditional right to terminate this Agreement for any reason by providing Seller with written notice of termination before the expiration of the Inspection Period. If Purchaser elects to terminate within this period, the Escrow Agent shall return the Earnest Money Deposit to Purchaser, and neither party shall have any further obligations under this Agreement, except for those provisions that expressly survive termination.

B. Access for Inspections. From the Effective Date through Closing, Purchaser and its agents, contractors, and engineers shall have the right to enter the Property to perform inspections, examinations, tests, and evaluations as deemed necessary or desirable by Purchaser, at Purchaser’s sole expense. This includes, but is not limited to, conducting soil tests, borings, compaction tests, environmental assessments, surveys, and tests related to surface, subsurface, and topographic conditions of the Property. Purchaser agrees to promptly repair any physical damage caused to the Property by such inspections and to indemnify and hold Seller harmless from any claims, damages, costs, or liabilities arising from Purchaser’s inspections, except for: (i) conditions resulting from the actions or omissions of Seller or its agents; (ii) any reduction in the Property’s value due to matters discovered by Purchaser; (iii) any latent defects in the Property discovered by Purchaser; and (iv) any release or spread of Hazardous Substances found on or under the Property that were not deposited by Purchaser. This indemnity obligation shall survive the termination of this Agreement or Closing until the later of (i) the expiration of all applicable statutes of limitations; or (ii) final resolution of any claims or litigation related to such inspections.

C. Provision of Documents. Within five (5) business days of the Effective Date, Seller shall provide Purchaser with access to copies of available documents in Seller’s possession related to the

Property, including title insurance policies, environmental reports, permits, surveys, and other documents relevant to Purchaser's due diligence. Seller's unintentional failure to deliver any or all such documents shall not constitute a default under this Agreement.

6. **CONDITIONS TO CLOSING.**

The Purchaser's obligation to close on this transaction is contingent upon the fulfillment of the following conditions (the "**Closing Conditions**"):

A. Approval of this Agreement by the Winter Park City Commission.

B. Confirmation of the funding commitment from the Orange County Tourist Development Tax ("**TDT**") grant requested in the 2024 TDT grant cycle. This Agreement is contingent upon the Purchaser's receipt of a fully executed grant agreement between the Purchaser and Orange County for grant funding from the TDT in the amount specified in the Purchaser's funding request. If the total grant funding awarded by Orange County is less than the Purchaser's requested amount or if funding conditions imposed by the grant materially affect the feasibility of the project, this Closing Condition shall not be deemed satisfied.

C. The representations and warranties of Seller contained in this Agreement shall be true and correct as of the Closing Date.

D. Seller shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to Closing.

In the event any of the foregoing Closing Conditions are not satisfied to the Purchaser's reasonable satisfaction prior to the Closing Date, then Purchaser shall provide Seller with written notice thereof, and Purchaser shall have the right to either (a) renegotiate the terms of this Agreement with the Seller, subject to mutual agreement, or (b) terminate this Agreement without penalty by providing written notice to Seller. Upon such termination, the Earnest Money Deposit shall be promptly returned to Purchaser, and neither party shall have any further obligation under this Agreement, except for provisions that expressly survive termination.

7. **LEASES.**

A. **Delivery of Leases.** Within twenty-one (21) days from the Effective Date, Seller shall provide Purchaser with copies of all relevant documents in Seller's possession relating to the Property, including all leases, permits, licenses, environmental reports, and any service contracts; Seller shall provide Purchaser with copies of all leases of all or any portion of the Property.

B. **Leases.** No amendments to leases, new leases, other agreements, encumbrances, or other matters affecting the Property shall be entered into by Seller after the Effective Date without Purchaser's prior written consent. Unless Purchaser agrees otherwise in writing, Seller shall convey the Property to Purchaser at Closing subject only to leases or other encumbrances that are acceptable to Purchaser.

8. **TITLE AND SURVEY.**

A. **Survey.** Purchaser may use the legal description from the deed(s) that vested title to the Property in Seller or Purchaser may, at its own expense, obtain a boundary survey and a revised legal description of the Property to be used in the Warranty Deed.

B. **Title Commitment and Insurance.** Within thirty (15) days after the Effective Date, Purchaser shall obtain, at Seller's expense, a current title insurance commitment for the Property ("**Title Commitment**") issued by Fishback Law Firm, as agent for Stewart Title Guaranty Company, or such other title insurance company acceptable to Purchaser ("**Title Company**"), and copies of all exceptions referred to therein. The Title Commitment shall obligate the Title Company to issue an Owners title insurance policy in favor of Purchaser for the amount of the Purchase Price (the "**Title Policy**"). The Title Policy shall insure Purchaser's fee simple title to the Property, subject only to the Permitted Exceptions, as hereinafter defined.

C. **Cure of Title Defects.** Within twenty (20) days after the receipt of each of the Title Commitment and Survey, Purchaser shall provide Seller with notice of any matters set forth in the Title Commitment or Survey (as applicable) which are unacceptable to Purchaser ("**Title Defects**"). Any matters set forth in the Title Commitment or Survey to which Purchaser does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**". Within five (5) business days after receipt of notice from Purchaser, Seller shall notify Purchaser whether Seller will attempt to cure such Title Defects. In the event Seller fails to notify Purchaser of its intent to cure the Title Defects within said five (5) business day period, Seller shall be deemed to have refused to cure the Title Defects. If Seller elects to attempt to cure such Title Defects, Seller shall have sixty (60) days in which to use its best efforts to cure such Title Defects to the satisfaction of the Purchaser and the Title Company; provided, however, Seller shall not be obligated to bring suit or expend funds to cure any Title Defects. In the event Seller refuses or fails to cure any Title Defect as set forth hereinabove, then Purchaser, at its option, by providing Seller with written notice within five (5) business days after the expiration of the applicable period as described above, but in no event later than expiration of the Inspection Period, may (i) terminate this Agreement, and no party hereto shall have any further rights, obligations or liability hereunder except as expressly provided otherwise whereupon all Earnest Money Deposit shall be returned to Purchaser; or (ii) accept title to the Property subject to such Title Defect without reduction of the Purchase Price and proceed to Closing.

9. **CLOSING.**

A. **Closing Date.** Subject to satisfaction of the Closing Conditions, the Property shall be closed thirty (30) days after the expiration of the Inspection Period (the "**Closing**" or "**Closing Date**") at the offices Fishback Law Firm., 1947 Lee Road, Winter Park, Florida 32789, or the parties may, at their election, effectuate the closing by mail.

B. **Closing Costs.** Seller shall pay the fees of its attorneys, owner's title insurance commitment and policy and related costs, and documentary stamp tax on the Warranty Deed. Purchaser shall pay the fees of Purchaser's attorneys and the costs of Purchaser's physical inspections, due diligence, survey costs, and other related due diligence costs. The closing agent for the transaction shall be Fishback Dominick LLP, which shall issue the title insurance policy for the Property after closing. Any other costs of closing shall be paid by Purchaser.

C. **Conveyance of Title.** At Closing, Seller shall execute and deliver to Purchaser a Warranty Deed (“**Deed**”) conveying fee simple record title to the Property to Purchaser, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, excepting only the Permitted Exceptions. In the event any mortgage, monetary lien or other monetary encumbrance (not created by the actions or inactions of Purchaser) encumbers the Property and is not paid and satisfied by Seller, such mortgage, monetary lien or monetary encumbrance, at Purchaser’s election, shall be satisfied and paid with the proceeds of the Purchase Price. Seller and Purchaser agree that such documents, resolutions, certificates of good standing and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner’s affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy, a certificate duly executed by Seller certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), which certificate shall include Seller’s taxpayer identification number and address, and an assignment from Seller to Purchaser assigning all of Seller’s right, title and interest in and to the development approvals, permits, entitlements and other rights benefitting the Property.

D. **Proration of Property Taxes and Other Assessments.** All real property ad valorem taxes and general assessments applicable to the Property shall be prorated as of the Closing Date between Seller and Purchaser, said proration to be based upon the most recently available tax or general assessment rate and valuation with respect to the Property at the November discounted amount. There shall not be any reprorations after Closing. All past due real estate taxes, and special assessments which have been levied or certified prior to Closing shall be paid in full by Seller.

10. **REPRESENTATIONS AND WARRANTIES OF SELLER.**

To induce Purchaser to enter into this Agreement, Seller hereby makes the following representations and warranties:

A. Seller is the owner of the Property, and, at Closing the Property will be free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances other than ad valorem real property taxes, and the Permitted Exceptions.

B. To Seller’s knowledge, there is no governmental or quasi-governmental agency requiring the correction of any condition with respect to the Property, or any part thereof, by reason of a violation of any regulation, statute, law, or otherwise or with respect to any pending or contemplated condemnation action with respect to the Property, including, without limitation, any environmental or contamination matter affecting the Property.

C. There is no pending or, to Seller’s knowledge, contemplated change in any regulation or private restriction applicable to the Property, or any pending or threatened judicial administrative action, or of any action pending or threatened by adjacent land owners or other persons, any of which would result in any material change in the condition of the Property, or any part thereof, or in any way prevent, limit or impede residential construction.

D. Except for debts, liabilities and obligations for which provision is herein made for proration or other adjustment at Closing, there will be no debts, liabilities or obligations of Seller with respect to the Property for which Purchaser will be responsible after the conveyance and Closing.

E. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the compliance with the terms of this Agreement will not conflict with, or with or without notice or the passage of time, or both, result in a breach of, any of the terms or provisions, of or constitute a default under, any indenture, mortgage, loan agreement, or instrument to which Seller is a party or by which Seller or the Property is bound, any applicable regulation, or any judgment, order, or decree of any court having jurisdiction over Seller or the Property.

F. There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against Seller or, to the best of Seller's knowledge, the Property.

G. Seller will have at Closing the full right, power, and authority to sell and convey the Property to Purchaser as provided in this Agreement and to carry out Seller's obligations hereunder. All requisite partnership or corporate actions necessary to authorize Seller to enter into this Agreement and to perform its obligations hereunder have been taken.

H. At the Closing, Purchaser will have no duty to collect withholding taxes for Seller pursuant to the Foreign Investment in Real Property Tax Act of 1980, as amended.

I. Seller shall not enter into any agreements or leases during the term of this Agreement, affecting the Property, without the prior written consent of Purchaser.

J. To the best of Seller's knowledge, no fact or condition exists which would result in the termination of the current access between the Property and any presently existing highways and roads adjoining or situated on the Property.

K. To the best of Seller's knowledge, Seller is not in violation of applicable local, state or federal environmental laws, regulations, ordinances or judicial orders relating to the generation, storage, handling, transport and/or disposal of any hazardous substance on the Real Property.

The representations and warranties in this Section shall survive Closing.

11. **REPRESENTATIONS AND WARRANTIES OF PURCHASER.** The Purchaser makes the following warranties and representations:

(a) The Purchaser has full authority to perform its obligations set forth in this Agreement.

(b) The Purchaser has taken all necessary actions to authorize the execution and performance of this Agreement, and the terms of this Agreement are binding on the Purchaser and enforceable in accordance with their terms, subject to the laws of bankruptcy and creditors' rights generally.

The warranties and representations of the Purchaser in subsections (a) and (b), above, shall survive closing for the applicable statute of limitations.

12. **DEFAULT.**

A. **Seller Default.** If Seller fails to fulfill its obligations hereunder, Purchaser may terminate this Agreement and receive a refund of the Earnest Money Deposit or seek specific performance. In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the covenants, agreements or obligations to be performed by Seller under the terms and provisions of this Agreement, Purchaser, in Purchaser's sole discretion, shall be entitled to either (i) terminate the Agreement and receive an immediate return of the Earnest Money Deposit, or (ii) enforce specific performance of this Agreement against Seller, as its sole and exclusive remedies.

B. **Purchaser Default.** In the event Purchaser breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the covenants, agreements or obligations of a material nature to be performed by Purchaser under the terms and provisions of this Agreement, Seller's sole and exclusive remedy for any such default shall be to receive the Earnest Money Deposit as full liquidated damages, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever. Purchaser and Seller acknowledge that it would be difficult or impossible to ascertain the actual damages suffered by Seller as a result of any default by Purchaser and agree that such liquidated damages are a reasonable estimate of such damages. Seller further acknowledges and agrees that Purchaser was materially induced to enter into this Agreement in reliance upon Seller's agreement to accept such Earnest Money Deposit as Seller's sole and exclusive remedy and that Purchaser would not have entered into this Agreement but for Seller's agreement to so limit Seller's remedies.

C. **Attorney's Fees.** In connection with any litigation, including appellate and/or bankruptcy proceedings, arising out of, under or relating to this Agreement or to the Property, or in connection with any action for rescission of this Agreement or for declaratory or injunctive relief, the prevailing Party shall be entitled to recover such Party's out-of-pocket costs and reasonable attorneys' fees. This provision shall survive the closing.

13. **ASSIGNMENT.** The Purchaser may assign this Agreement at Closing; provided, however, Purchaser, as assignor, remains liable for assignee's failure to honor Purchaser's obligations under this Agreement.

14. **POSSESSION OF PROPERTY.** Seller shall deliver to Purchaser full and exclusive possession of the Property on the Closing Date.

15. **CONDEMNATION.** In the event the Property or any material portion or portions thereof shall be taken or condemned or be the subject to a bona fide threat of condemnation by any governmental authority or other entity (other than Purchaser) prior to the Closing Date, Purchaser shall have the option of (i) terminating this Agreement by giving written notice thereof to Seller whereupon the Earnest Money Deposit shall be immediately returned to Purchaser, and this Agreement shall terminate except as expressly provided otherwise, (ii) requiring Seller to convey the portions of the Property remaining after the taking or condemnation based on a reduced price calculated pro-rata on the acreage lost as a result of the taking or condemnation, and Seller shall retain all of the right, title and interest of Seller in and to any award made or to be made by reason of such

taking or condemnation, or (iii) requiring Seller to convey the entirety of the Property to Purchaser for the full Purchase Price if the taking or condemnation has not yet occurred, pursuant to the terms and provisions hereof, and to transfer and assign to Purchaser at the Closing all of the Seller's right, title and interest in and to any award made or to be made by reason of such taking or condemnation. Seller and Purchaser further agree that Purchaser shall have the right to participate in all negotiations with any such governmental authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such governmental authority or other entity.

16. **REAL ESTATE COMMISSION.** Purchaser and Seller hereby represent and warrant to each other that neither has engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Purchaser and Seller respectively hereby indemnify and agree to hold each other free and harmless from and against any and all liability, loss, cost, damage and expense, including, but not limited to, attorneys' fees and costs of litigation, both prior to and on appeal, which either shall ever suffer or incur because of any claim by any agent, broker or finder, engaged by the indemnifying party, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. This Section survives the termination of this Agreement and the Closing.

17. **NOTICES.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are actually received, whether same are personally delivered, transmitted electronically or sent by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or sent by Federal Express or other overnight delivery service from which a receipt may be obtained evidencing the date and time delivery was made, and addressed as follows:

To Seller at the following address:

Winter Park Mercantile & Investment Properties
Attn: Bill Weir
P.O. Box 391
Winter Park, Florida 32790
Telephone: 407 448-8826
Email: wweir111@gmail.com
Jeffrey D. Ostlie, P.A.
Attn: Jeff Ostlie
1615 Edgewater Drive, Suite 100
Orlando, Florida 32804
Telephone: 407 549-4243
Email: jeff@ostlielaw.com

With a copy to:

To Purchaser at the following address:

City of Winter Park
Attn: Randy Knight, City Manager
401 S. Park Avenue
Winter Park, Florida 32789
Telephone: 407 599-3235
Email: Rknight@cityofwinterpark.org

With a copy to:

Fishback Law Firm
Attn: A. Kurt Ardaman, Esquire and Mark F. Ahlers
1947 Lee Road
Winter Park, Florida 32789
Telephone: 407 262-8400
E-mail: ardaman@fishbacklaw.com
E-mail: mfa@fishbacklaw.com

Escrow Agent:

Fishback Law Firm
Attn: A. Kurt Ardaman, Esquire and Mark F. Ahlers
1947 Lee Road
Winter Park, Florida 32789
Telephone: 407 262-8400
E-mail: ardaman@fishbacklaw.com
E-mail: mfa@fishbacklaw.com

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

18. **GENERAL PROVISIONS.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral and otherwise, between the parties not embodied herein shall be of any force or effect. No amendment to this Agreement shall be binding upon any of the parties hereto unless such amendment is in writing and executed by Seller and Purchaser. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday or federal banking holiday, such time for performance shall be extended to the next day that is not a Saturday, Sunday or federal banking holiday. Facsimile copies or PDF copies sent by email of the Agreement and any amendments hereto and any signatures thereon shall be considered for all purposes as originals. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Seller and Purchaser do hereby covenant and agree that

such documents as may be legally necessary or otherwise customarily appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closing. This Agreement shall be interpreted under the laws of the State of Florida.

19. **SURVIVAL OF PROVISIONS.** Except as otherwise specified herein to the contrary, none of the covenants, representations and warranties set forth in this Agreement shall survive the Closing or any earlier termination of this Agreement.

20. **SEVERABILITY.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason and to the extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

21. **RECORDING OF AGREEMENT.** Neither this Agreement nor a record or a memorandum thereof may be recorded in the Public Records of any county in the State of Florida.

22. **ATTORNEYS' FEES AND VENUE.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing party shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. Proper venue for any litigation regarding this Agreement shall be in Orange County, Florida.

23. **TIME FOR ACCEPTANCE.** Seller shall execute and deliver this Agreement to Purchaser and Purchaser shall submit the same for approval to the Purchaser's City Commission. The Agreement shall remain a valid and binding offer from Seller for consideration by the Purchaser's City Commission and then, upon approval, executed by the Mayor or other authorized representative of the Purchaser within forty-five (45) days from the date Seller delivers the same to Purchaser.

24. **EFFECTIVE DATE.** When used herein, the term "**Effective Date**" or the phrase "**the date hereof**" or "**the date of this Agreement**" shall mean the date Purchaser's City Commission approves this Agreement and the Agreement is thereafter signed by an authorized representative of the Purchaser.

25. **EXECUTION AND COUNTERPARTS.** To facilitate execution, the parties hereto agree that this Agreement may be executed and electronically mailed to the other party and that the executed telecopy shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

26. **FURTHER ACTS AND RELATIONSHIP.** In addition to the acts and deeds recited herein and contemplated and performed, executed, and/or delivered by Seller and Purchaser, Seller and Purchaser agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all such further acts, deeds, and assurances as may be reasonably necessary to consummate the transactions contemplated hereby. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between Seller and Purchaser.

27. **RADON GAS.** Pursuant to the provisions of Section 404.056(5), Florida Statutes, Seller hereby notifies Purchaser as follows with respect to the Property: “RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.”

28. **WAIVER OF JURY TRIAL.** Both parties hereby waive trial by jury in any action, proceeding, claim or counter claim brought by either party or any matters arising out of or in any way in connection with this Agreement.

29. **FORCE MAJEURE.** If Purchaser’s ability to close the transaction or otherwise perform its obligations under this Agreement is delayed, prevented, or rendered impractical by any act of God, natural disaster, pandemic, war, civil disturbance, government action, or any other event beyond Purchaser’s reasonable control (each, a “**Force Majeure Event**”), then Purchaser shall have the right to either (a) extend the Closing Date or any applicable performance deadline for a reasonable period of time necessary to address the impact of the Force Majeure Event or (b) terminate this Agreement without penalty upon written notice to Seller. Upon such termination, the Earnest Money Deposit shall be promptly returned to Purchaser, and the parties shall have no further obligations under this Agreement, except for provisions that expressly survive termination.

30. **HANDLING OF ESCROW.** Escrow Agent agrees to perform its duties as required by this Agreement. At the time of Closing, the Escrow Agent shall pay over to the Seller the Earnest Money Deposit held by the Escrow Agent under this Agreement, which Earnest Money Deposit shall be credited to the Purchase Price. In the event of a dispute as to the payment of the Earnest Money Deposit or if the Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent shall continue to hold the Earnest Money Deposit until the parties mutually agree as to the distribution thereof or until a judgment of a court of competent jurisdiction determines the rights of the parties thereto. Alternatively, the Escrow Agent may interplead the Earnest Money Deposit into the Registry of the Circuit Court of Orange County, Florida, without further liability or responsibility on the Escrow Agent’s part. In the event of any suit between the Purchaser and Seller wherein the Escrow Agent is made a party by virtue of acting as such Escrow Agent or in the event of any suit in which the Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover its costs in connection therewith, including reasonable attorneys’ fees and costs incurred in all trial, appellate and bankruptcy court proceedings, with said fees and costs to be paid by the Seller and Buyer, equally, and ultimately assessed against the nonprevailing Buyer or Seller. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Purchaser or Seller of monies subject to this escrow, unless

such misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent. The Seller and the Purchaser agree that the status of the Purchaser's legal counsel as the Escrow Agent under this Agreement does not disqualify such law firm from representing the Purchaser in connection with this transaction in any dispute that may arise between the Purchaser and the Seller concerning this transaction, including any dispute or controversy with respect to the Earnest Money Deposit. This Section survives termination of this Agreement and the Closing.

31. **1031 EXCHANGE.** The parties acknowledge that either party hereto may desire to exchange other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code and the Regulations promulgated thereunder, for fee title in the Property. Each party hereby reserves the right to assign its rights, but not its obligations, under this Agreement to a qualified intermediary as provided in IRC Reg. 1.1031(k)-1(g)(4) at any time on or before the Closing. Each party shall reasonably cooperate with the other party in effectuating such exchange; provided, any such like kind exchange shall not delay such Closing or cause the party not a party to the exchange to incur any expenses relating thereto nor take title to any other property.

[Signatures on following page(s)]

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the dates set forth below.

SELLER:

WINTER PARK MERCANTILE &
INVESTMENT PROPERTIES
a Florida General Partnership

By: _____

(Print Name)

Its: _____

Date: _____

PURCHASER:

CITY OF WINTER PARK
a Florida municipal corporation

By: _____

(Print Name)

Its: _____

Date: _____

ESCROW ACKNOWLEDGMENT

The Escrow Agent hereby acknowledges receipt of the One Hundred Thousand and 00/100 Dollars (\$100,000.00) Earnest Money Deposit. The undersigned agrees to hold said Earnest Money Deposit and disburse it in accordance with the terms of the foregoing Agreement.

FISHBACK LAW FIRM

By: _____

Print Name: A. Kurt Ardaman
Partner

EXHIBIT "A"
(Legal Description of Property)

Also known as Property Appraiser Parcel # 07-22-30-3616-00-010

**item type**

Public Hearings: Quasi-Judicial Matters

meeting date

January 8, 2025

prepared by

Jeffrey Briggs

approved by

Michelle del Valle, Assistant City Manager

subject

Resolution 2294-25 - designating the property at 1051 Lake Bell Drive to the Winter Park Register of Historic Places.

motion | recommendation

The Historic Preservation Board recommends approval of this historic designation.

background

Mr. Todd Weaver (property owner) has voluntarily agreed to designate the property and home at 1051 Lake Bell Drive to the Winter Park Register of Historic Places. This home is an example of the mid-century modern architectural style as was popular when this home was built in 1957. This one-story, 3-bedroom, 2-bath home has 2,337 square feet of living area plus an accessory detached cottage in the rear of 515 square feet.

There can sometimes be mis-conceptions about what qualifies as a property that can be designated as historic. To many, the perception is that a home must be very old, such as from the 1920's-1940's. However, to qualify as historic, the building must only be over 50 years old, and this home is 67 years old. Another misconception is that the architectural styling must be unique or endangered. When one sees many other homes of similar mid-century modern architectural styling in a neighborhood, then the misconception is that such is not worthy of a historic preservation status.

This home is of mid-century modern architectural styling. Many of these low-sloped roof, one-story homes from the 1950s are what the City routinely sees for tear-downs and rebuilds. Especially in lakefront locations. What this historic designation will do is to maintain the scale and look of the original homes built in this neighborhood. At some point in the future when the redevelopment of this lakefront occurs, as it has on many other lakes in the City, this may be the only remnant home, providing a visual example of what the first homes on Lake Bell looked like. Otherwise, this 15,725 square foot lot could be redeveloped with a modern contemporary two-story 5,500 sq. ft. home.

The rear accessory cottage was a storage shed that had been converted to a small accessory

living space. A historic designation allows a property owner, as an incentive for designation, to use such an accessory cottage as a rental unit (30-day minimum). It does not allow use as an AirB&B or VRBO vacation rental. One of the incentives in the Historic Preservation Code, provides for such a trade-off. If an owner agrees to never demolish and rebuild, (which would be for a much larger home) and the property owner is giving up that economic value of doubling the square footage of the house, then the compensation may be the use of an accessory dwelling unit. From the staff's perspective, this is a fair trade-off.

No one expects a home built 67 years ago to be frozen in time from the original construction. All homes undergo renovations, expansions, etc. that alter the look (such as new windows and doors) and size. The same for this home in that there have been expansions, garage enclosure and conversion of storage area to living space, that have occurred during those intervening years.

Often, a historic designation request comes with plans to further renovate and modernize the property and exterior appearance, after its historic designation. For example, the Mid-Century Modern architectural style home at 1500 Sunset Drive was approved with agreement on alterations and expansions. The question for the City Commission for 1051 Lake Bell Drive is the same as all other historic designation requests. Does the existing structure retain enough of the original architectural styling remains to reflect a predominate architectural styling from the era of the original construction in this neighborhood. The Historic Preservation Board has recommended approval based upon its conclusion that the home is qualified, and the designation will preserve the appearance and scale of the original homes in this neighborhood.

alternatives | other considerations

fiscal impact

attachments

1. Resolution_1051 Lake Bell Drive
2. Location Map
3. Street front picture
4. Front Picture
5. Rear View picture
6. Historic Designation application

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 1510 LAKE BELL DRIVE, WINTER PARK, FLORIDA AS A HISTORIC RESOURCE ON THE WINTER PARK REGISTER OF HISTORIC PLACES.

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

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

WHEREAS, the Winter Park Historic Preservation Board has determined and recommended that the property at 1510 Lake Bell Drive with the existing home of mid-century modern architectural styling, built in 1957 is an example of the architecture popular during that period.

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

SECTION 1. That the City Commission of the City of Winter Park hereby designates 1510 Lake Bell Drive as a historic resource on the Winter Park Register of Historic Places.

SECTION 2. That the historic designation will permit the use of the detached accessory cottage as an accessory dwelling unit.

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

Sheila DeCiccio, Mayor

ATTEST:

Renee Cranis, City Clerk

OCA Web Map

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



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This map is for reference only and is not a survey









City of Winter Park
Planning & Zoning Department
401 Park Avenue, South
Winter Park, Florida 32789
407-599-3440

City of Winter Park Historic Designation Application

1. 1051 LAKE BELL DRIVE
Building address

TODD WEAVER SAME 4074966523
Owner's name(s) Address Telephone

TODDCWEAVER99@GMAIL.COM
E-mail Address

2. I, TODD C. WEAVER, as owner of the property described above, do hereby authorize the filing of this application for historic designation for that property.

Todd C. Weaver 11/15/24
Owner's Signature Date

Historic Preservation Board Office Use

Criteria for Designation

- ☐ A. Association with events that have made a significant contribution to the broad patterns of history including the local pattern of development; or
- ☐ B. Association with the lives of a person or persons significant in our past; or that
- ☐ C. Embodies the distinctive characteristics of a type, period, or method of construction or that represents the work of a master, or that possesses high artistic values or that represents a significant and distinguishable entity whose components may lack individual distinction; or
- ☐ D. Has yielded or are likely to yield information important in prehistory or history.

Legal description

Year built

Historic name of building (if any)

Historic district name (if any)

Date received: _____

HPC Meeting: _____

Case File No.: _____

Florida Master Site File No.: OR-

☐ Local Historic Landmark

☐ Local Historic Resource

**item type**

Public Hearings: Quasi-Judicial Matters

meeting date

January 8, 2025

prepared by

Jeffrey Briggs

approved by

Michelle del Valle, Assistant City Manager

subject

Ordinance amending Article VIII Historic Preservation of Chapter 58, concerning the process and procedures for certificates of review subject to public notice and public hearing, and penalties for unauthorized significant alterations or demolitions. (1st reading)

motion | recommendation

The Historic Preservation Board has recommended approval of this ordinance.

background

The Historic Preservation Board (HPB) has proposed and is recommending approval of Ordinance changes to incorporate amended procedures to be used in the review of applications for construction on historic properties, as referred to in the code as 'certificates of review' and to incorporate procedures and penalties for unauthorized alterations or demolitions.

Proposed Review Process Codification

The existing code sets forth a procedure that asks applicants to meet with the HPB staff prior to a formal application and then the code sets forth the formal process with notice requirements for the public hearing, at which time, the HPB may act on the application. The HPB has suggested incorporating a "recommendation" to applicants for a preliminary review by the HPB prior to the formal public noticed application. In that way, an applicant can visit the HPB informally with concept plans to determine the feasibility of the request and obtain design direction before spending more money on design plans for a formal noticed public hearing review. If an applicant does not want to spend that time for a preliminary review, they can choose at their initiative to proceed directly with an advertised public hearing review. Also, for most small requests that do not involve additions to the existing structures, the staff will direct the applicant to combine the preliminary and final approvals in order to expedite the process.

Review of Construction Plans

The HPB is also proposing a post approval review of the building permit plan submissions in order to ensure that the building permit plans incorporate the design and materials as was agreed upon by the HPB, prior to issuance of the building permit. This change is welcomed by

the staff as many issues that have occurred in the past relate to changes made during the construction plan completion process. This should not result in a time delay for applicants as the building permit review time is typically more than one month in length, and this step can occur at the same time as the other departments of the city are reviewing the initial permit submission.

Authentic Reconstructions when Non-Contributing Structures are Demolished

The code is not clear that any permitted demolitions of non-contributing structures in a historic district must be replaced with authentic replicas of architectural styling from the era of development of the district, which typically is the 1920's-1940's. It has been the practice and policy of the HPB to require such, and this will codify that design requirement.

Unauthorized Alteration or Demolition

While the code is clear that an HPB approval is needed for significant alterations to the exterior of historic structures or for demolitions of historic structures, in whole or in part, this Ordinance proposes code clarifications dealing with the outcome of unauthorized exterior alterations or demolitions exceeding the scale and scope of what may have been approved. This ordinance would codify such actions as may be applied to such occurrences. The Ordinance also clarifies the overlapping roles of the Code Compliance Board and the Historic Preservation Board.

There are two scenarios. One scenario is that "out of the blue" someone demolishes part of, or all of a historically designated structure with no permit and no approval by the HPB. This is a scenario that occurred when the front porch was demolished from the Victorian farmhouse at 1331 Aloma Avenue. Workers showed up on a Saturday and by Monday the porch was in ruins. In such cases, the referral is to the Code Compliance Board, who can require an authentic replica to be reconstructed and who may also impose a fine or penalty of up to \$500/day until such is completed.

Another scenario is when a certificate of review has been approved by the HPB and demolition or significant alteration has occurred that was not permitted by the HPB. The code is clear that one must restore or replicate what has been demolished. What the HPB fears is that unauthorized demolitions will occur if the only penalty is the reconstruction of replicas. This code amendment clarifies that the HPB may revoke setback variances previously approved (because those setback variances would not have been granted if the structure was approved to be demolished). The code amendment also clarifies that the property owner may propose financial compensation if they wish to retain the previously authorized variance approvals.

In order to provide a framework for such financial remedies, this ordinance bases that upon the value of the building. Since there can be legitimate disagreements over valuations of structures (cost to rebuild) and to avoid such disagreements so that the HPB does not have to arbitrate such, the value of the building improvements (not land) on the OCPA tax rolls is what the City uses in other code sections. The proposed financial compensation could be up to a maximum percentage (30%) of the OCPA value, in addition to incorporating the authentic replication of the previous structure. It would be at the discretion of the property owner whether to offer and agree to such financial compensation and the level of such compensation would be a decision by the HPB with this not to exceed number.

It is also important to note that any such financial decision by the HPB can be appealed to the City Commission. The HPB is not an unelected board that makes decisions about the approval of certificates of review, the granting of variances or any compensation requirements for unauthorized actions. All of those decisions of the HPB can be appealed to the City Commission.

alternatives | other considerations

fiscal impact

attachments

1. Update to Historic Preservation Regs. Ord_. 10-31-2024 DL 11-5-2024 clean

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
AMENDING ARTICLE VIII HISTORIC PRESERVATION OF
CHAPTER 58 OF THE LAND DEVELOPMENT CODE
CONCERNING THE PROCESS AND PROCEDURES FOR
CERTIFICATES OF REVIEW SUBJECT TO THE PUBLIC
NOTICE AND PUBLIC HEARING PROCESS, PENALTIES FOR
UNAUTHORIZED SIGNIFICANT ALTERATIONS OR
DEMOLITIONS; PROVIDING FOR CONFLICTS,
CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of Winter Park (the "City") recognizes that the preservation of historic homes is important to the health, safety and general welfare of the community; and

WHEREAS, the City Commission recognizes that the Historic Preservation Board plays an important role in the review of changes, modification to historically designated structures and contributing structures within historic districts; and

WHEREAS, the City Commission has received a recommendation from the Historic Preservation Board for improvements to the Historic Preservation regulations concerning the process for certificates of review and for occasions of unauthorized significant alterations to or demolitions; and

WHEREAS, in accordance with section 163.3174, Florida Statutes, and section 58-372 of the City Code of Ordinances, the City's local planning agency, which is the designated Planning and Zoning Board, has also reviewed and made recommendations as to the amendments set forth herein;

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

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

SECTION II: Portions of Chapter 58, Land Development Code, Article VIII, Historic Preservation, is hereby amended to read as shown in Section III, and words with single underlined type shall constitute additions to the original text and ~~strike-through~~ shall constitute deletions to the original text. Sections and provisions not included are not being amended.

SECTION III: Chapter 58, Land Development Code, Article VIII, Historic Preservation, Division 4 – Certificate of Review, Section 58-467; Section 58-473 (d); Section 475; Section 58-479 (6); Section 58-481 (9); Section 58-482 and Section 58-500 are hereby amended to read as follows:

DIVISION 4. - CERTIFICATE OF REVIEW

Sec. 58-466. - Purpose.

The purpose of the certificate of review process is to assist owners of historical landmarks or resources and owners in historic districts who plan to rehabilitate, restore or redevelop their property for contemporary use to achieve their goals and take advantage of incentive programs while preserving the historic character, architecture and materials, to the greatest extent possible.

Sec. 58-467. - Pre-application conference/preliminary review.

(a) Before entering binding commitments or incurring substantial expense in the preparation of plans, surveys and other data, and before submitting an application for a certificate of review, an applicant shall confer with the city HPB staff to obtain information and guidance. The purpose of such conference is to further discuss and clarify conservation objectives and design guidelines in cases that do not conform to established objectives and the Land Development Code. In no case shall any statement or representation made prior to the official application review be binding on the HPB, the city commission or any city departments.

(b) Applicants must submit a design concept plan to the HPB for a preliminary review prior to the formal advertised and noticed review for a final decision. The purpose of the HPB preliminary review is for the applicant to receive non-binding input from the HPB on what aspects and features of the design concept plan and variance requests appear to be acceptable or not. For minor requests that do not include additions to any structures, the city staff may allow an applicant to skip the preliminary review of the design concept plan under this subsection.

Sec. 58-473. - Certificates of review.

(a) An applicant for a special certificate of review whether for new construction, exterior alteration, rehabilitation, restoration, renovation, addition, demolition, or relocation shall submit an application to the HPB accompanied by photographs, elevations, site plans, floor plans, and samples of materials as deemed appropriate by the HPB to fully describe the proposed appearance, materials and architectural design of the building(s), other outbuildings and site plan. The application shall include floor area ratio, impervious lot coverage and height and setback calculations as well as landscape and hardscape plans if applicable. The applicant shall provide adequate information to enable the HPB to visualize the effect of the proposed action on the applicant's building and its adjacent buildings and streetscapes. If such application involves a designated archaeological zone, the applicant shall provide full plans and specifications of work that may affect the surface and subsurface of the archaeological site.

(b) In the event that the applicant is requesting a special certificate of review for demolition, the HPB shall be provided with the details for the proposed disposition of the site. The HPB may require architectural drawings, financial plans or other information regarding any proposed new construction. Proposed demolitions shall be reviewed subject to the considerations in section 58-479.

(c) The HPB will rule upon applications for a certificate of review during a public hearing. A notice of the hearing shall be published in a newspaper of general circulation within the city at least 13 days in advance of the hearing. Written notice of the time and place of the hearing and the proposed action to be taken shall be mailed to all owners of record of property within 500 feet of the property requesting a certificate of review. A notice shall also be posted upon the property at least 15 days in advance of the hearing.

(d) All approvals of certificates of review shall be conditioned (whether specifically enumerated or not) upon a subsequent review and approval by the HPB of the construction plans in order to insure the plans and representations made at the public hearing are in fact being incorporated accurately into the building permit plans and application submissions. This review of the building permit plans may occur during the same time period that such plans are undergoing review by city departments for the building permit so as not to add time or delay for the project. Applicants are advised to insure such submittals to HPB and for building permit include specific detail on the exterior materials to be used for the project including roof type, wall materials and coverings, window detail including fenestration and mullin detail, garage and other doors, shutters, if applicable, and all other relevant details as shown on the plans previously approved by the HPB. The certificate of review shall not become effective until such building permit review and approval by the HPB is accomplished. An approved certificate of review and any accompanying variance(s) shall expire one year after the date of approval if the approved construction, rehabilitation, restoration, renovation, addition, demolition, or relocation has not physically commenced on the property within such time period. Upon the request of the property owner, staff may administratively extend the approval for an additional year. Thereafter, upon request by the property owner one additional one-year extension may granted by the HPB upon good cause.

Sec. 58-475. - Time limit.

Within 30 days after receiving an application, the city staff will review the application for completeness and notify the applicant of deficiencies, if any. Thereafter, the HPB shall act upon an application within 60-120 days of the city staff determining that the city has received receipt of a complete application requesting the proposed action. The time limits under this section may be waived at any time by mutual written consent of the applicant and the city staff or HPB.

Sec. 58-479. - Guidelines for demolition of designated properties or properties within historic districts.

In addition to all other provisions of this article, in determining whether to approve or deny an application involving significant changes to the exterior façade(s) or the demolition of designated structures on properties ~~or properties~~ located within designated historic districts, the HPB shall consider the following criteria:

(1) The structure is of such interest or quality that it would reasonably meet national, state or local criteria for designation as a historic landmark.

(2) The structure is of such design, craftsmanship or material that it could be reproduced only with great difficulty and/or expense.

(3) The structure is one of the last remaining examples of its kind in the city, the county, or the region.

(4) The structure contributes to the historic character and scale of a designated historic district.

(5) Retention of the structure promotes the general welfare of the city by providing an opportunity for study of local history, architecture, and design, or by developing an understanding of the importance and value of a particular culture and heritage.

(6) There are definite plans for reuse of the property presented to the HPB for approval, if the proposed demolition is carried out, and such plans shall be for an authentic re-creation of architectural styling prevalent during the era of the predominant development of the district and there is an explanation of what the effect of those plans will be on the character of the surrounding area.

Noncontributing elements (see section 58-481 (9)) are exempt from the provisions of subsections (1) through (5) above.

Sec. 58-481. - Procedure for demolition of buildings and structures on properties designated on the Winter Park Register of Historic Places, or located within designated historic districts or as identified in the Florida Master Site File or the historic survey.

(9) *Noncontributing structures.* Owners of noncontributing structures within any historic district shall not be required to show economic hardship in applying for a certificate of approval for demolition for such structures. However, the new construction proposed as a replacement must conform to the adopted design guideline standards of the historic district, when such design standards have been adopted and if no design standards have been adopted, then the replacement shall be an authentic re-creation of an architectural style that reflects a prevalent architectural style of the era of development of the district.

Sec. 58-482. - Reconstruction of destroyed historic landmarks.

The loss of local historic landmarks, resources or contributing structures within a historic district that have been destroyed by fire or other natural disaster may be ameliorated by efforts to reconstruct the resource. Reconstruction means the process of reproducing by new construction the exact form and detail of a demolished building structure or object as it appeared at a certain point in time. The HPB shall encourage reconstruction when deemed appropriate and when such reconstruction is based upon evidence of the size, form, architectural style and detail of the demolished building. The reconstruction will be recognized as such in the Winter Park Register of Historic Places. This section shall only apply as indicated above to circumstances an individually designated historic landmark structure or a contributing historic structure within a local or national register historic district has been damaged or destroyed by fire, tornado or other natural disaster.

Sec. 58-500. - Violations.

(a) Any person who carries out or causes to be carried out any work in violation of this article shall be required to restore the subject improvement, landscape feature or site either to its appearance prior to the violation or in accordance with a certificate of review approved by the HPB. This civil remedy shall be in addition to and not in lieu of any criminal prosecution and civil penalty otherwise provided in section 2-107 in this Code.

~~(b) Any person who carries out or causes to be carried out any work in violation of this article that causes irreparable or irreversible damage to a designated historic resource, or to any contributing or noncontributing resource within a designated historic district a fine not to exceed three times the amount per violation provided for in section 2-107 in this Code. Any person who violates this article is subject to code enforcement fines and lien imposed by the Code Compliance Board. Without limiting the foregoing, the Code Compliance Board has the authority to order the restoration of any unauthorized removal or significant alteration to the exterior of a structure, or demolition in part or in whole, to a designated historic structure, or to any contributing or noncontributing structure within a designated local or national register historic district to exactly the same condition and exterior materials as existed prior to the alteration or demolition and impose a fine for each day until such is achieved. Further, the Code Compliance Board has the authority to enforce the HPB's decision under subsection (c) and impose a fine for each day until compliance is achieved.~~

(c) In violation cases where there exists a certificate of review approval by the HPB for said property or structure and no such specific HPB approval has been granted for such unauthorized significant alterations to the exterior or demolitions, the HPB, after conducting a noticed public hearing and giving the applicant an opportunity to be heard, may (i) revoke the certificate of approval and any variances previously granted by the HPB and require full restoration, which may include an authentic replica with authentic exterior materials; (ii) amend the certificate of approval and revoke some or all variances previously granted by the HPB; or (iii) impose further conditions on an amended certificate of approval and variances, which may include

requiring the applicant to make a monetary contribution for historic preservation purposes. Any monetary contribution for historic preservation purposes required by the HPB as set forth above shall not exceed an amount equal to thirty (30) percent of the value of the improperly altered building on the most recent tax roll of the Orange County Property Appraiser.

SECTION IV: CONFLICTS. If any Ordinances or parts of Ordinances are in conflict herewith, this Ordinance shall control to the extent of the conflict.

SECTION V: SEVERABILITY. If any section, subsection, sentence, clause, phrase, provision, or word of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then such invalidity or unconstitutionality shall not be held to invalidate or impair the validity, force, or effect of any other remaining provisions of this Ordinance.

SECTION VI: CODIFICATION. Sections III of this Ordinance shall be codified and made a part of the City of Winter Park Land Development Code, and the sections of this Ordinance may be renumbered or re-lettered to accomplish this intention. The word "Ordinance" may be changed to "Section," "Article," or other appropriate word. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

SECTION VII: This Ordinance shall become effective immediately following approval by the City Commission at its second reading.

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 _____, 2025.

City of Winter Park

Sheila DeCiccio, Mayor

Attest: _____
Rene Cranis, City Clerk



City Commission

agenda item 13.a

item type

Public Hearings: Non Quasi-Judicial Matters

meeting date

January 8, 2025

prepared by**approved by**

Michelle del Valle, Assistant City Manager

subject

Ordinance 3327-25 - amending Section 6 of Ordinance 3292-24 to allow for mail in referendum on leaf blowing in the event that the general city election to be held on March 11, 2025 is not needed for the election of commissioners. (2nd reading)

motion | recommendation

Move to approve the ordinance.

background

The development of Ordinance 3292-24 did not contemplate how to handle the referendum on leaf blowing and yard clearing equipment if there is no need for a general election for Commission seats 3 & 4. Adoption of this ordinance would allow the Commission the flexibility to reschedule the referendum to a later date and to be conducted via mail in the event the March 11, 2025 election is not necessary. The benefit of moving to a mail ballot, for this single question, would be a reduction in the expense of conducting the election and potentially an increase in voter turnout.

The qualifying period for Commission seats 3 & 4 runs from January 13-21, 2025. Ballot language is due to the Supervisor of Elections office on January 22, 2025. In order to allow the flexibility of modifying election methods, this ordinance must be in place before January 22nd.

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

1. Ordinance 3327-25 - Amending Ordinance 3292-24 re Leaf Blower Referendum -12-5-

2024

2. Leaf Blower Referendum ORD3292-24

ORDINANCE 3327-25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING SECTION 6 OF ORDINANCE 3292-24 TO ALLOW FOR A MAIL IN REFERENDUM OPTION FOR THE REFERENDUM CALLED BY ORDINANCE 3292-24 IN THE EVENT THAT THE GENERAL CITY ELECTION TO BE HELD ON MARCH 11, 2025 IS NOT NEEDED FOR THE ELECTION OF CITY COMMISSIONERS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on April 24, 2025 the City Commission adopted Ordinance 3292-24 calling for a referendum proposing an amendment to Section 62-97 of Division 2 of Chapter 62 of Winter Park Code of Ordinances regulating the use and operation of leaf blowing or yard clearing equipment powered by an internal combustion engine or motor; and

WHEREAS, on September 11, 2024 the ballot statement and ballot summary for the referendum was modified by Resolution 2290-24; and

WHEREAS, Ordinance 3292-24 calls for such referendum to be held concurrently with the City's general election on March 11, 2025 when City Commission seats 3 and 4 are scheduled for election; and

WHEREAS, in the event that no one or only one person qualifies to run for each of the City Commission seats 3 and 4, the City's general election on March 11, 2025 will not be necessary; and

WHEREAS, due to the expense of conducting a general election and the concerns of low voter turnout without a City Commissioner election, the City Commission desires to have the option of rescheduling the referendum called by Ordinance 3292-24 to later date and conducting it via a mail in referendum in the event that the City's general election on March 11, 2025 is not necessary for the election of either City Commission seats 3 and 4.

NOW, THEREFORE, be it enacted by the City Commission of the City of Winter Park, Florida, as follows:

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

Section 2. Section 6 of Ordinance 3292-24 Amendment. Section 6 of Ordinance 3292-24 is hereby amended as follows (underlined language are additions):

Section 6. Modification by City Commission. The City Commission is authorized, to the extent consistent with the City Charter and applicable laws, to modify by resolution the ballot question provided for herein and to modify or provide for by

resolution any procedural or notice requirement for the conduct of the Referendum, all as the City Commission may deem advisable to ensure compliance with applicable laws and to ensure voters are fully informed as to the Referendum and the substance of the Code Amendment. The ballot statement and ballot summary for the Referendum was modified by Resolution 2290-24 on September 11, 2024 and such modification is hereby ratified. In the event that no one or only one candidate qualifies to run for the election of both Winter Park City Commission seats 3 and 4 to be held at the City's general election scheduled for March 11, 2025, the City Commission is authorized by resolution to: (i) reschedule the Referendum to a later date and to hold a mail in referendum in lieu of conducting the Referendum concurrently with the March 11, 2025 general election; and (ii) enact and direct any procedural or notice requirements for the conduct of said Referendum due to the rescheduling and change in method of conducting said referendum election as may be desired or necessary.

Section 3. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance governs and controls to the extent of any such conflict.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portion hereof or hereto unless such would defeat the purpose of this Ordinance.

Section 5. Effective Date. This Ordinance will become effective take effect immediately upon its final passage and adoption.

PASSED AND ADOPTED this 8th day of January, 2025 by the City Commission of the City of Winter Park, Florida.

Mayor Shelia DeCiccio

Attest: _____
City Clerk Rene Cranis

ORDINANCE 3292-24

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROPOSING AN AMENDMENT TO § 62-97 OF DIVISION 2 OF CHAPTER 62 OF THE CITY CODE OF ORDINANCES REGULATING THE USE AND OPERATION OF LEAF BLOWING OR YARD CLEARING EQUIPMENT POWERED BY AN INTERNAL COMBUSTION ENGINE OR MOTOR; SUBMITTING THE PROPOSED CODE AMENDMENT TO A VOTE BY THE ELECTORS OF WINTER PARK VIA REFERENDUM AT THE GENERAL CITY ELECTION TO BE HELD MARCH 11, 2025; PROVIDING FOR AMENDMENT OF CHAPTER 62 OF THE CITY CODE REGARDING RESTRICTIONS ON THE USE OF INTERNAL COMBUSTION POWERED LEAF BLOWERS IF THE CODE AMENDMENT IS ADOPTED; PROVIDING FOR THE REFERENDUM BALLOT QUESTION FOR THE PROPOSED CODE AMENDMENT; PROVIDING FOR DIRECTION TO THE CITY CLERK; PROVIDING FOR MODIFICATION BY THE CITY COMMISSION; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND EFFECTIVE DATES OF THE ORDINANCE AND CITY CODE AMENDMENT.

WHEREAS, Article VIII, § 2(b) of the Florida Constitution vests the City with all governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise power for municipal purposes except as otherwise provided by law; and

WHEREAS, the City Commission, based upon environmental and noise concerns, previously adopted an amendment to its code of ordinances barring the use of internal combustion powered leaf blowers; and

WHEREAS, the City has since received complaints regarding the practicality of an ultimate ban of internal combustion powered leaf blowers and the cost to individual citizens and local businesses of acquiring alternative replacement equipment; and

WHEREAS, the City Commission believes it to be in the best interest of the City to delay implementation of the ban until June 1, 2025 and to place the question of whether internal combustion powered leaf blowers should be prohibited on the ballot and submit such to a citywide referendum.

NOW, THEREFORE, be it enacted by the City Commission of the City of Winter Park, Florida, as follows:

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

Section 2. Amendment to the City Code of Ordinances. The City Commission of the City of Winter Park hereby sets forth for voter consideration an amendment to § 62-97 of Division 2 of Chapter 62 of the City Code of Ordinances (the

"Code Amendment"), as set forth below (words that are ~~stricken out~~ are deletions; words that are underlined are additions).

Sec. 62-97. - Specific prohibitions.

- (a) The following acts, among others (this enumeration shall not be deemed to be exclusive), are declared to be noise disturbances in violation of this division:

- (10) *Power tools.* Creating a noise disturbance across a residential or commercial real property line by operating or permitting the operation of any mechanically powered saw, drill, grinder, leaf blower, lawn or garden tool or similar tool between 9:00 p.m. and 7:00 a.m. the following day. ~~Regardless of the foregoing, it shall be a violation of this division to operate or permit the operation of a leaf blower that is powered by an internal combustion engine or motor between the hours of 6:00 p.m. and 7:00 a.m. the following day so as to create a noise disturbance across a residential or commercial real property line.~~
- (11) *Construction activities on weekends and holidays.* Operating or permitting the operation of any piledriver, steam shovel, pneumatic hammer, derrick, steam or electric hoist, power saw, construction appliance or machine, or construction materials or equipment delivery between 6:00 p.m. on Saturday and 7:00 a.m. on the following Monday or at any time on New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day or Christmas Day so as to create a noise disturbance across a residential or commercial real property line.
- (12) *Power tools on Sunday.* Creating a noise disturbance across a residential or commercial real property line by operating or permitting the operation of any mechanically powered saw, drill, grinder, leaf blower, lawn or garden tool or similar tool between 9:00 p.m. on Saturday and 9:00 a.m. on Sunday. ~~Regardless of the foregoing, it is a violation of this division to operate or permit the operation of a leaf blower that is powered by an internal combustion engine or motor, between the hours of 6:00 p.m. on Saturday and 12:00 p.m. on Sunday so as to create a noise disturbance across a residential or commercial real property line.~~

- (13) *Illegal open house parties.* Allowing or acquiescing in an illegal open house party, whether directly or indirectly, whether actively or passively, as an owner, lessee, or occupant of a property.
- (14) ~~*Phased elimination of certain leaf blowing or lawn clearing equipment.*~~ Regardless of anything set forth in this section to the contrary, the use of a leaf blower that is powered by an internal combustion engine or motor, will be prohibited from use on any property within the city, with the exception of the Winter Park Municipal Golf Course, 30 months following enactment of this subsection.

Section 3. Referendum. The City Commission hereby calls a referendum election, to be held concurrently with the City's general election on March 11, 2025 (the "Referendum"), whereby the electors of the City of Winter Park shall vote on the Code Amendment. The Code Amendment will be adopted if it receives a majority of the votes cast in the Referendum.

Section 4. Ballot Question. The ballot title and summary to be placed on the ballot and voted upon in the Referendum shall be in substantially the following form:

Proposed City Code Amendment
Article IV, Division 2, § 62-97

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

Yes ____ or No ____

Section 5. Instructions to City Clerk. The City Clerk is hereby directed to ensure that all advertising, translation and notice requirements are complied with and to coordinate all activities necessary to conduct the Referendum with the Supervisor of Elections for Orange County, and to place the above-described question on the Referendum ballot. If the Code Amendment is adopted, and after it is incorporated into the City Code, the City Clerk shall record the ordinance in accordance with § 166.041(6), Florida Statutes.

Section 6. Modification by City Commission. The City Commission is authorized, to the extent consistent with the City Charter and applicable laws, to modify by resolution the ballot question provided for herein and to modify or provide for by

resolution any procedural or notice requirement for the conduct of the Referendum, all as the City Commission may deem advisable to ensure compliance with applicable laws and to ensure voters are fully informed as to the Referendum and the substance of the Code Amendment.

Section 7. Conflicts. In the event of a conflict or conflicts between this Ordinance, including the Code Amendment if adopted, and any other ordinance or provision of law, this Ordinance governs and controls to the extent of any such conflict.

Section 8. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance, including the Code Amendment if adopted, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portion hereof or hereto unless such would defeat the purpose of this Ordinance or the Code Amendment.

Section 9. Codification. If the Code Amendment is adopted by the electors of the City of Winter Park at the Referendum, the Code Amendment will be incorporated into the City's Code of Ordinances. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 10. Effective Dates. This Ordinance will become effective take effect immediately upon its final passage and adoption. The Code Amendment will take effect immediately upon adoption by the electors of the City of Winter Park at the Referendum.

PASSED AND ADOPTED this 24th day of April, 2024 by the City Commission of the City of Winter Park, Florida.

Mayor Phillip M. Anderson

Attest:

City Clerk Rene Cranis



City Commission

agenda item 13.b

item type

Public Hearings: Non Quasi-Judicial Matters

meeting date

January 8, 2025

prepared by

Randy Knight, City Manager

approved by

Michelle del Valle, Assistant City Manager

subject

Resolution 2295-25 - Approving a revised referendum ballot statement and ballot summary for the referendum authorized and called by ordinance 3292-24.

motion | recommendation

Adopt Resolution.

background

The Commission has received input from residents that the ballot language related to the internal combustion leaf blower ban is confusing. At the December 11, 2024 Commission Meeting the Commission directed staff to bring back a Resolution modifying the ballot language to make it more clear. Attached is that proposed Resolution for consideration.

alternatives | other considerations

Leave language as is.

fiscal impact

None

attachments

1. Resolution 2295-25 - Amending Ballot Summary and Statement

RESOLUTION 2295-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, APPROVING A REVISED REFERENDUM BALLOT STATEMENT AND BALLOT SUMMARY FOR THE REFERENDUM AUTHORIZED AND CALLED BY ORDINANCE 3292-24; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 24, 2024, the City Commission adopted Ordinance 3292-24 to authorize and call a referendum to be held concurrently with the City's general election on March 11, 2025; and

WHEREAS, Section 6 of Ordinance 3292-24 permits modification of the ballot question for said referendum via resolution of the City Commission; and

WHEREAS, the City Commission previously modified the ballot statement with Resolution 2290-24 and, based upon public feedback, desires to modify the ballot statement and ballot summary again for the referendum authorized and called pursuant to Ordinance 3292-24 as set forth in this Resolution.

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

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

SECTION 2. Referendum Ballot Statement & Summary. The ballot statement and ballot summary for the March 11, 2025 referendum authorized and called by Ordinance 3292-24 and previously modified by Resolution 2290-24 is hereby amended to appear on the ballot to read as follows:

Repeal of Ban on Use of Internal Combustion Powered Leaf Blowers

The Winter Park City Commission adopted an ordinance banning the use of internal combustion (gas powered) leaf blowers effective June 1, 2025. If you are in favor of repealing the ordinance banning internal combustion leaf blowers vote "Yes". If you are in favor of leaving the ordinance banning internal combustion leaf blowers in place, vote "No".

Yes ___ or No ___

SECTION 3. Effective date. This Resolution shall become effective immediately upon adoption of this Resolution by the City Commission of the City of Winter Park, Florida.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 8th day of January, 2025.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis