



City Commission Regular Meeting

Agenda

June 25, 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. Richard's Episcopal Church****3. Pledge of Allegiance****4. Approval of Agenda****5. Mayor's Report**

- a. Proclamation for Lakes Appreciation Month in July 5 minutes

6. City Manager's Report

- a. Update on Library and Events Center 10 minutes
- b. Advisory board attendance 10 minutes

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

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

10. Consent Agenda

- a. Approve the minutes of the regular meeting, June 11, 2025. 1 minute
- b. Approve the minutes of the work session, June 12, 2025. 1 minute
- c. Approve the following piggyback contracts: 1 minute
 - 1. Truist Bank - School District of Lee County #N237429DG Banking and Financial Services; To support the City's purchase card (p-card) program with banking and financial services. Contract Term: Through June 26, 2028.
 - 2. Dade Paper & Bag, LLC - OMNIA Partners #152611 - Comprehensive Operational and Janitorial Supplies and Solutions; For purchasing inventory and janitorial supplies on an as-needed basis. Contract Term: Through May 31, 2027; not to exceed: \$150,000.
 - 3. Dell Marketing L.P. - Midwestern Higher Education Compact (MHEC) #MHEC-04152022 - End User Computing & Peripherals, Device Lifecycle Management; For purchasing technology products and

services to support city staff and operations. Contract Term: Through June 30, 2029; not to exceed: \$500,000.

4. Everglades Equipment Group - Brevard County #B-5-24-18 - Agriculture Equipment OEM Replacement Parts. For purchasing OEM products for existing city equipment. Contract Term: Through March 30, 2029; not to exceed: \$100,000.
5. Water Company of America - Polk County #2024-073 - Review of Unbilled or Mis-billed Utility Services; For services to analyze the City's utility billing accounts. Contract Term: Through September 16, 2029; not to exceed: \$40,000.

d. Approve the following contracts:

1 minute

1. IFB23-22 - D&A Construction Group, Inc. - Continuing Concrete Services; For contracted services to support city staff; Contract Term: Through June 1, 2026; not to exceed: \$350,000.
2. IFB24-24 - Modern Plumbing Industries, Inc. Plumbing Services; Request for additional funding for contracted services to support city operations. Contract Term: Through November 14, 2025; not to exceed: \$350,000.
3. RFP8-24 - The Davey Tree Expert Company - Tree Pruning and Removal Services; For contracted services to support the City with tree pruning and removal. Contract Term: Through July 7, 2026; not to exceed \$1,000,000.
4. IFB20-22 - Tom's Sod Services, Inc. - Purchase, Delivery & Installation of Sod; For contracted services to support city staff and operations. Contract Term: Through July 13, 2026; not to exceed: \$400,000.

11. Action Items Requiring Discussion

- a. Reconsideration of the Condition of Approval for Resolutions Nos. 2298-25 and 2299-25 along with the FDOT Local Agency Program and Local Funding Agreement for the Hungerford Elementary Safe Routes to School 10 minutes
- b. Parks & Recreation Fee Waiver Policy 45 minutes

12. Public Hearings: Quasi-Judicial Matters

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

- a. Request of Benjamin Partners, LTD: 5 minutes
 - Resolution 2301-25 - Adopting amendments to the Fourth Amendment to the Amended and Restated Development Order

for the Ravaudage development as originally adopted on November 10, 2014, to add 1101 Lewis Drive into the PD.

- Ordinance - Changing the Low Density Residential Future Land Use designation to an Orange County Planned Development Future Land Use designation on the property located at 1101 Lewis Drive (1st Reading).
- Ordinance - Changing the Low Density Residential (R-2) District Zoning to Orange County Planned Development (OC PD) District Zoning on the property located at 1101 Lewis Drive (1st Reading).

b. Request of David Rasmussen: 30 minutes

- Ordinance - Rezoning the property at 2260 Hawick Lane from single-family (R-1A) to low-density residential (R-2) (1st Reading).
- Subdivide the property at 2260 Hawick Lane into three 50-foot-wide lots that meet the minimum lot sizes to build three single-family homes.

c. Request of Cory Kroeger:: 5 minutes

- Ordinance - Annexing approximately 0.50 acres of real property located at 874 Jackson Avenue. (1st Reading)
- Ordinance - Establishing Commercial Future Land Use on the annexed property and to indicate the annexation on the other maps within the Comprehensive Plan. (1st Reading)
- Ordinance - Establishing Commercial (C-3) zoning on the annexed property. (1st Reading)

13. Public Hearings: Non Quasi-Judicial Matters

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

- a. Ordinance - Amending Chapter 58 "Land Development Code", Article III, "Zoning Regulations" Subsection 58-71 through 58-83 so as to add provisions relating to the adoption of updated design standards for the Central Business District/West New England Avenue, Morse Boulevard, and the Orange Avenue Overlay District (1st Reading). 30 minutes
- b. Ordinance - Implementing reasonable time, place, and manner restrictions on protests, demonstrations, and similar activities near the Winter Park Library and Events Center (1st Reading) 10 minutes

14. City Commission Reports

15. Summary of Meeting Actions

16. Adjournment

**item type**

Mayor's Report

meeting date

June 25, 2025

prepared by

Victoria Tabor, Administrative Coordinator III

approved by

Rene Cranis, City Clerk

subject

Proclamation for Lakes Appreciation Month in July

motion | recommendation**background**

Lakes Appreciation Month is celebrated each July in the United States and is promoted by various organizations like the Florida Lake Management Society (FLMS). It is an opportunity to educate the public, promote recreational activities, and encourage stewardship of these vital freshwater resources.

Purpose of Lakes Appreciation Month:

- Celebrate lakes and their ecosystems
- Promote conservation and stewardship
- Educate the public on lake health issues (e.g., pollution, invasive species, algae bloom impacts)
- Encourage community involvement through clean-up events, educational workshops, and recreational activities

Ways to Celebrate:

- Participate in our interactive lakes activity calendar for the month of July.
- Join us for a littler or lake clean-up event:
eventbrite.com/o/natural-resources-amp-sustainability-department-17172456595
- Organizing kayaking, boating, or fishing outings
- DM or tag us in your lake photos, especially fishing and sunsets:
facebook.com/NaturalResourcesWP and instagram.com/naturalresourceswp/

alternatives | other considerations

fiscal impact

attachments

None



City Commission

agenda item 6.a

item type

City Manager's Report

meeting date

June 25, 2025

prepared by

Randy Knight, City Manager
Michelle del Valle, Assistant City Manager

approved by**subject**

Update on Library and Events Center

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

None



City Commission

agenda item 6.b

item type

City Manager's Report

meeting date

June 25, 2025

prepared by

Michelle del Valle, Assistant City Manager

approved by**subject**

Advisory board attendance

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

None



City Commission

agenda item 10.a

item type

Consent Agenda

meeting date

June 25, 2025

prepared by

Rene Cranis, City Clerk

approved by

Rene Cranis, City Clerk

subject

Approve the minutes of the regular meeting, June 11, 2025.

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

1. Minutes 06-11-25 Draft



City Commission Regular Meeting Minutes

June 11, 2025 at 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

Present

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

1. Meeting Called to Order

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

2. Invocation - Pastor Greg McClellan, Action Church

3. Pledge of Allegiance

4. Approval of Agenda

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

5. Mayor's Report

a. Winter Park Sidewalk Art 2025 Festival Best of Show Presentation

Amy Thrasher, co-president of 66th Winter Park Sidewalk Art Festival, presented the 2025 Best of Show, a drawing titled "Suburbandale" by R. Michael Wommack.

b. Presentation - Dr. Fayshonda Cooks, UCF College of Nursing

Sam Oliver and Skylar Crawford, UCF College of Nursing students, gave a presentation on community mental health issues and awareness strategies.

c. Juneteenth Proclamation

Mayor DeCiccio read a proclamation recognizing Juneteenth. Representatives from Winter Park Library and Equity Council Corp. accepted the proclamation and spoke about Juneteenth weekend events.

d. Pride Month Proclamation

Mayor DeCiccio read and presented the proclamation declaring June as Pride Month to Thor Falk, Winter Park Pride Project founder, who thanked the commission for the proclamation.

e. Electric Utility 20th Anniversary Presentation

- Proclamation
- Power Shift Video Presentation
- Florida Municipal Power Association (FMPA) Reliability Award
- Florida Municipal Electric Association (FMEA) Safety Award

Mayor DeCiccio read a proclamation declaring June 11, 2025, Winter Park Electric 20th Anniversary Day. City Manager Randy Knight spoke about the success of the electric utility and recognized those that supported the acquisition in 2005. A video was shown documenting the history of the electric utility. Director of Electric Utility Jamie England spoke about the electric utility department, team and goals. Florida Municipal Power Association General Manager and CEO Jacob Williams presented the city with several reliability awards. Florida Municipal Electric Association Director of Member Services Elizabeth Bendele presented its Safety Award for achieving a perfect safety record.

6. City Manager's Report

7. City Attorney's Report

Attorney Langley announced that City Attorney Kurt Ardaman has been named the Paul S. Buchman City Attorney of the Year by the Florida Municipal Attorney's Association.

8. Non-Action Items

9. Public Comments | Heard after public hearings

Madison Kaiser, 268 Blossom Lane, said she feels there was no reason for the city to purchase the Austin's Coffee property and that further study is needed.

Lee Rambeau Kemp, 1359 Chapman Circle, expressed her appreciation for the city's celebrating diversity in Winter Park and recognizing the city's history.

Jane Hursh, 628 Dunblane Drive, co-president of Orange County Chapter of League of Women Voters, thanked the city for the proclamations for Juneteenth and Pride Month.

Stephanie Breske, 640 Berwick Drive, feels the Pride proclamation creates division and suggested the message should be that the city values all residents and visitors.

Gigi Papa, 1440 Hibiscus Avenue, spoke against the Pride proclamation and all political proclamations and banners.

John Belloma, 337 Road, spoke about pride and opposed allowing "pride" on any flags.

David Williams, 209 Tyree Lane, spoke about failed stormwater systems and flooding in his neighborhood and opposed the Planning and Zoning Board's recommendation to approve a request to create three residential lots that will change the character of his neighborhood.

Anonymous speaker, 1702 N. Rockledge, suggested creating a space for art and music to replace Austin's Coffee.

10. Consent Agenda

- a. Approve the minutes of the regular meeting, May 28, 2025.
- b. Approve the following piggyback contracts:
 1. Fisher Scientific - OMNIA Partners #2021002889 General Lab Supplies; For purchasing lab supplies and materials for the Water & Wastewater Department. Contract Term: Through June 30, 2029; not to exceed \$200,000.
 2. Harrington Industrial Plastics LLC - GSA #47QSWA23D008S Industrial Products and Services; For purchasing industrial water treatment products and assisting city staff with services. Contract Term: Through August 9, 2028; not to exceed \$150,000.
 3. Stuart C. Irby Company - Orlando Utilities Commission #4979-1 OQ - Wire and Cable; For purchasing wire and cables for City support and inventory purposes. Contract Term: Through June 14, 2026; not to exceed: \$1,000,000.
 4. Hale Innovation, LLC - Seminole County #RFP-604788-24/TLR Grant Consulting Services; Requesting additional funding for consulting services to assist and support City staff with grant applications. Contract Term: Through November 11, 2027; not to exceed: \$250,000.
 5. Control Technologies, Inc. - FDOT #DOT-ITB-24-9098-SJ FDOT Approved Products List (APL) Traffic Equipment; For purchasing traffic control materials in preparation for the upcoming hurricane season. Contract Term: Through June 5, 2026; not to exceed: \$200,000.
 6. Fire Facilities, Inc. - H-GAC #MB11-20 New/Leased Modular Buildings and Shelters; For the purchase of a modular fire training building for use by the Fire Department in support of training operations. Contract Term: Through October 31, 2025; not to exceed: \$1,100,000.
- c. Approve the following contracts:
 1. RFQ7-22 - Kisinger Campo & Associates, Corporation - Transportation Planning & Engineering Services; For professional consulting services to support city staff with active and potential future projects. Contract Term: Through June 14, 2026.
 2. RFP8-24 - A Budget Tree Service, Inc. - Tree Pruning and Removal Services; For contracted services to support the City with tree pruning and removal. Contract Term: Through June 14, 2026; not to exceed \$1,200,000.
 3. RFQ7-24 - Southeastern Surveying & Mapping Corporation - Professional Survey Consulting Services; For professional consulting services to support city staff with active and potential future projects. Contract Term: Through June 9, 2026.

4. RFQ7-22 - Kimley-Horn & Associates, Inc. - Transportation Planning & Engineering Services; For professional consulting services to support city staff with active and potential future projects. Contract Term: Through June 2, 2026.
5. RFQ7-23 - Terracon Consultants, Inc. - Geotechnical & Environmental Consulting Services; For professional consulting services to support city staff with active and potential future projects; Contract Term through May 5, 2026.
- d. Budget Amendment and Purchase of horizontal directional drilling equipment to replace existing equipment; Vermeer Southeast Sales & Service, Inc. - Florida Sheriffs Association Contract #FSA23-EQU21.0: Equipment; Amount: \$600,000

Commissioner Lindsey asked about funding for Item 10.b.6. Mr. Knight confirmed that \$500k would be funded by a grant. There were no public comments.

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

11. Action Items Requiring Discussion

- a. Rollins College Softball Stadium Contract Revision

Director of Parks and Recreation Jason Seeley provided the history of previous agreements and noted that changes have been made since publication of the agenda packet. Attorney Langley reviewed the changes: provides for an initial term of 25 years with one 15-year extension, provided both parties agree to the extension; removes provision for early termination by either party. It also clarifies provisions for temporary signage, temporary access to and use of the laydown yard and that Rollins is responsible for costs for construction improvements and maintenance; and that the city is not obligated to make further investment in improvements. Rollins has accepted these changes.

Sam Stark, Rollins College Vice President of Athletics, Communications and External Relations, thanked the city for their commitment to this agreement.

Gigi Papa, 1440 Hibiscus Avenue, asked for Rollins' policy on the use of this facility for women's sports and was advised to ask Rollins directly.

Motion made by Commissioner Cruzada to approve the agreement with the revisions outlined by the city attorney, seconded by Commissioner Russell. The motion carried unanimously by a 5-0 vote.

12. Public Hearings: Quasi-Judicial Matters

- a. ORDINANCE 3337-25 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, APPROVING AND AUTHORIZING THE LEASE OF CERTAIN PROPERTY TO WINTER PARK BENEFIT SHOP ASSOCIATION, INC., FOR THE OPERATION

OF ITS BENEFIT SHOP, WHICH PROPERTY IS LOCATED AT 450 HARPER STREET, WINTER PARK, FLORIDA; PROVIDING FOR CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE. (2nd reading)

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

Motion made by Commissioner Cruzada to adopt Ordinance 3337-25, seconded by Commissioner Sullivan. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada, Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

b. Request of Toren Veigle to:

- ORDINANCE 3334-25 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 0.31 ACRES OF REAL PROPERTY LOCATED AT 687 HAROLD AVENUE ALONG WITH APPROXIMATELY 0.2 ACRES OF RIGHT-OF-WAY OF HAROLD AVENUE, AS MORE SPECIFICALLY DESCRIBED HEREIN, INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF WINTER PARK; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY OF WINTER PARK JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (2nd Reading)
- ORDINANCE 3339-25 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO ESTABLISH COMMERCIAL FUTURE LAND USE ON THE ANNEXED PROPERTY AT LOCATED AT 687 HAROLD AVENUE AND TO INDICATE THE ANNEXATION ON THE OTHER MAPS WITHIN THE COMPREHENSIVE PLAN, MORE PARTICULARLY DESCRIBED HEREIN. (2nd reading)
- ORDINANCE 3340-25 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO ESTABLISH COMMERCIAL (C-3) ZONING ON THE ANNEXED PROPERTY AT 687 HAROLD AVENUE, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (2nd Reading)

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

Motion made by Commissioner Sullivan to adopt Ordinance 3334-25, seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada, Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

Motion made by Commissioner Cruzada to adopt Ordinance 3339-25, seconded by Commissioner Russell. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada, Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

Motion made by Commissioner Cruzada to adopt Ordinance 3340-25, seconded by Commissioner Russell. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada, Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

c. Request of the City of Winter Park:

- ORDINANCE 3341-25 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I, "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO ESTABLISH SINGLE-FAMILY FUTURE LAND USE ON THE ANNEXED PROPERTIES AT 443 EAST KINGS WAY, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 STONEHURST ROAD AND TO INDICATE THE ANNEXATION ON THE OTHER MAPS WITHIN THE COMPREHENSIVE PLAN, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.. (2nd Reading)
- ORDINANCE 3342-25 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO ESTABLISH SINGLE-FAMILY (R-1AA) ZONING ON THE ANNEXED PROPERTIES AT 443 EAST KINGS WAY, 1808, 1811, 1815, 1819, 1906, 1907, 1910, 1914, 1915, 1918, 1919, and 1923 STONEHURST ROAD, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (2nd Reading)
- ORDINANCE 3343-25- AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, VACATING AND ABANDONING THE WESTERN AND EASTERN 17.5 FEET PORTIONS OF STONEHURST DRIVE DEDICATED BY STONEHURST ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "U", PAGE 9, OF THE PUBLIC RECORDS OF ORANGE COUNTY, SAID PORTION TO BE VACATED IS SHOWN HEREON AS EXHIBIT "A" ATTACHED HERETO AND DESCRIBED HEREIN; PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE.. (2nd Reading)

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

Motion made by Commissioner Sullivan to adopt Ordinance 3341-25, seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada, Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

Motion made by Commissioner Russell to adopt Ordinance 3342-25, seconded by Commissioner Lindsey. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada, Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

Motion made by Commissioner Cruzada to adopt Ordinance 3343-25, seconded by Commissioner Russell. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada, Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

13. Public Hearings: Non Quasi-Judicial Matters

14. City Commission Reports

Commissioner Cruzada -

- Thanked city staff for their work on the wall on the north side of Aloma.

Commissioner Lindsey -

- Thanked Mayor DeCiccio for her leadership and promoting diversity.
- Appointed Nikki Seybold to the Lakes and Waterways Board.
- Noted that the Orange County Property Appraiser's taxable value estimate will result in a 6.6% in property tax revenue to the city.
- Spoke about the construction issues at the Library and Events Center and suggested engaging a construction law expert to pursue litigation. (To be placed on the next agenda for discussion.)
- Announced that the tourist development tax grants were awarded to Albin Polasek Museum and Blue Bamboo.
- Received a letter resident, Ben Merbler, requesting a celebration or tribute for Memorial Day.

Mayor DeCiccio -

- Spoke about the construction issues at the Library and Event Center and efforts and process to work with the contractor to correct issues.

15. Summary of Meeting Actions

- Accepted Best of Show artwork from the Sidewalk Art Festival.
- Heard a presentation from UCF College of Nursing students.
- Presented proclamations for Juneteenth and Pride month.
- Celebrated the 20th Anniversary of the electric utility.
- Kurt Ardaman will be receiving City Attorney of the Year.
- Approved the Consent Agenda.
- Approved Rollins College agreement for softball stadium with revisions.
- Adopted ordinance authorizing lease of Winter Park Benefit Shop.
- Adopted annexation, land use and zoning ordinances for 687 Howard Avenue.
- Adopted land use and rezoning ordinances for Stonehurst properties and an ordinance abandoning Stonehurst Road.
- Commissioner Lindsey appointed Nikki Seybold to the Lakes and Waterways Board.

- Update on issues related to the Library and Events Center will be on the next agenda.
- Received report on the award of TDT funds to Polasek Museum and Blue Bamboo.

16. Adjournment

The meeting adjourned at 5:29 p.m.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis



City Commission

agenda item 10.b

item type

Consent Agenda

meeting date

June 25, 2025

prepared by

Rene Cranis, City Clerk

approved by

Rene Cranis, City Clerk

subject

Approve the minutes of the work session, June 12, 2025.

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

1. Minutes 06-12-25



City Commission Work Session Minutes

June 12, 2025 at 3:00 PM

City Hall Commission Chambers
401 S. Park Avenue

Present

Mayor Sheila DeCiccio, Commissioners Marty Sullivan, Kris Cruzada, Craig Russell, Warren Lindsey; City Manager Randy Knight; Assistant City Manager Michelle del Valle and City Clerk Rene Cranis.

Also Present

David Zusi, Director of Water and Wastewater Utility

Utilities Advisory Board: Catherine Sutton, Todd Weaver, Allison Yurko (arrived at 3:25)

Catherine Carter, Vice-President Raftelis, strategic planning consultant

1. Meeting Called to Order

Mayor DeCiccio called the work session to order at 3:02 p.m.

2. Discussion Item (s)

a. Water and Wastewater Strategic Plan

Mr. Zusi provided the background leading to the Strategic Plan. Catherine Carter reviewed the Strategic Plan process and development, priorities and strategies. Topics discussed:

- Workforce - challenges in hiring and retaining qualified staff, training and advancement programs, outreach in high schools, certifications, job progression/increased pay.
- Regulatory requirements - consumptive use permits,
- Water rates: Non-city residents - consider increasing the surcharge, reclaimed water
- Adequacy of funding to maintain level of service, infrastructure. Potential unfunded mandates may increase operating costs. Solar panel cost recovery.
- Septic to sewer conversion, need for additional lift stations, conversion costs.
- Technology - investment in new technology.

3. Adjournment

The meeting adjourned at 4:23 p.m.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis



City Commission

agenda item 10.c

item type

Consent Agenda

meeting date

June 25, 2025

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

Approve the following piggyback contracts:

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

None



City Commission

agenda item 10.c.1

item type

Consent Agenda

meeting date

June 25, 2025

prepared by

Rebecca Watt, Procurement Agent

approved by

Rene Cranis, City Clerk

subject

1. Truist Bank - School District of Lee County #N237429DG Banking and Financial Services; To support the City's purchase card (p-card) program with banking and financial services. Contract Term: Through June 26, 2028.
2. Dade Paper & Bag, LLC - OMNIA Partners #152611 - Comprehensive Operational and Janitorial Supplies and Solutions; For purchasing inventory and janitorial supplies on an as-needed basis. Contract Term: Through May 31, 2027; not to exceed: \$150,000.
3. Dell Marketing L.P. - Midwestern Higher Education Compact (MHEC) #MHEC-04152022 - End User Computing & Peripherals, Device Lifecycle Management; For purchasing technology products and services to support city staff and operations. Contract Term: Through June 30, 2029; not to exceed: \$500,000.
4. Everglades Equipment Group - Brevard County #B-5-24-18 - Agriculture Equipment OEM Replacement Parts. For purchasing OEM products for existing city equipment. Contract Term: Through March 30, 2029; not to exceed: \$100,000.
5. Water Company of America - Polk County #2024-073 - Review of Unbulled or Mis-billed Utility Services; For services to analyze the City's utility billing accounts. Contract Term: Through September 16, 2029; not to exceed: \$40,000.

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. Truist Bank provides banking and financial services to support the City's p-card program. The services are offered under a competitively awarded contract, at no direct cost to the City.
2. The City utilizes this cooperative contract to purchase inventory and janitorial supplies to support daily operations. Dade Paper & Bag, LLC was selected through the OMNIA Partners cooperative agency, which provides competitively solicited pricing and terms.

3. The City utilizes the Midwestern Higher Education Compact (MHEC) cooperative contract to procure technology products and related services that support staff and operational needs. Dell Marketing L.P. is an authorized vendor under this contract, which provides competitively solicited pricing.
4. The Fleet Division utilizes the Brevard County cooperative contract to purchase OEM replacement parts for the maintenance and repair of existing City equipment. Everglades Equipment Group is an authorized vendor under this contract, which provides competitively solicited pricing.
5. The Finance Department will utilize this contract with Water Company of America to conduct a review of unbilled or misbilled utility services. This contingency-based agreement allows the vendor to analyze the City's utility billing accounts dating back approximately 20 years, with the City compensating the vendor 60% of any increased revenue identified as a result of the audit.

alternatives | other considerations

N/A

fiscal impact

1. At No Cost to the City
2. General Fund
3. General Fund
4. Equipment Replacement Fund
5. Water & Wastewater Fund

attachments

None



City Commission

agenda item 10.d

item type

Consent Agenda

meeting date

June 25, 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

June 25, 2025

prepared by

Rebecca Watt, Procurement Agent

approved by

Rene Cranis, City Clerk

subject

1. IFB23-22 - D&A Construction Group, Inc. - Continuing Concrete Services; For contracted services to support city staff; Contract Term: Through June 1, 2026; not to exceed: \$350,000.
2. IFB24-24 - Modern Plumbing Industries, Inc. Plumbing Services; Request for additional funding for contracted services to support city operations. Contract Term: Through November 14, 2025; not to exceed: \$350,000.
3. RFP8-24 - The Davey Tree Expert Company - Tree Pruning and Removal Services; For contracted services to support the City with tree pruning and removal. Contract Term: Through July 7, 2026; not to exceed \$1,000,000.
4. IFB20-22 - Tom's Sod Services, Inc. - Purchase, Delivery & Installation of Sod; For contracted services to support city staff and operations. Contract Term: Through July 13, 2026; not to exceed: \$400,000.

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. D&A Construction Group, Inc. was awarded the contract through a competitive process to provide concrete services for city operational needs. This item represents the third of five allowable renewals under the terms of the original agreement.
2. Modern Plumbing Industries, Inc. was selected through a competitive process. Additional funding is being requested to support ongoing and upcoming service needs through the remainder of the contract term.
3. The Davey Tree Expert Company was selected through a competitive process to provide these services, including the removal of hazardous trees and routine pruning to maintain public spaces and right-of-ways. This item represents the first of five allowable renewals under the terms of the original agreement.

4. Tom's Sod Services, Inc. was awarded the contract through a competitive process to provide ongoing and upcoming service needs for city operations. This item represents the third of five allowable renewals under the terms of the original agreement.

alternatives | other considerations

N/A

fiscal impact

1-4. General Fund

attachments

None



City Commission

agenda item 11.a

item type

Action Items Requiring Discussion

meeting date

June 25, 2025

prepared by

Charles Ramdatt, Director of Public Works

approved by

Michelle del Valle, Assistant City Manager

subject

Reconsideration of the Condition of Approval for Resolutions Nos. 2298-25 and 2299-25 along with the FDOT Local Agency Program and Local Funding Agreement for the Hungerford Elementary Safe Routes to School

motion | recommendation

Motion to amend prior City Commission action taken on March 26, 2025 concerning Resolutions Nos. 2298-25 and 2299-25 and FDOT Local Agency Program and Local Funding Agreement for the Hungerford Elementary Safe Routes to School to eliminate the condition of approval that there be a contingency that the other parties agree to fund any Project overages and if not, the City be allowed to withdrawal from the Projects and proceed with the execution of the agreements.

background

On March 26, 2025, the City Commission adopted Resolutions Nos. 2298-25 and 2299-25 to approve the Local Agency Program and Local Funding Agreements on the Hungerford Elementary Safe Routes to School Project between the Florida Department of Transportation and City of Winter Park subject to a condition of approval that there be a contingency that other parties agree to fund any Project overages and if not, the City will be allowed to withdraw from the Projects.

Since the March 26th City Commission meeting, City staff and City Attorney communicated with the Florida Department of Transportation's (FDOT) management, technical, and legal staff in an attempt to revise the Local Agency Program and Local Funding Agreement to incorporate the Commission's condition of approval. FDOT's legal department rejected any modifications to the FDOT's standard form agreements. Without being able to incorporate the City Commission's condition of approval into the agreements, the City did not proceed to execute the agreements. However, the City did receive recent email correspondence from FDOT's Director of Development, under whose portfolio Local Agency Program (LAP) projects fall, stating that FDOT will not "force the City of Winter Park to do work it cannot, otherwise, perform. Should an issue arise where there is a funding shortfall, the Department will work with the City of Winter Park to close out the agreement and return our funds to where they

originated."

This item comes back to the City Commission for direction on how to proceed given that the City Commission's condition of approval was rejected by FDOT for incorporation as a material term of the agreements at issue. The Commission could amend its prior action to eliminate the condition of approval and have the City proceed with executing the agreements. Another alternative is to give City staff direction not to proceed with the Project and execute the agreements, and have a rescission resolution placed on a future Commission meeting in order to officially rescind Resolutions Nos. 2298-25 and 2299-25.

Project Details:

This project is a "Safe Routes to School Project" for Hungerford Elementary School. The project is approximately 0.81 miles and enhances the safety of pedestrians and students', including Winter Park residents', mobility to and from school. The limits and streets are within the Town of Eatonville and the City of Maitland, which the City of Winter Park has an inter-local agreement with both jurisdictions:

- South side of Monroe Avenue in front of the Margaret Square Apartments North side of Fitzgerald Drive from Jonotey Drive to West Avenue
- West side of West Avenue from Fitzgerald Drive to Ruffel Street
- North side of Ruffel Street from West Avenue to South College Avenue
- East and West sides of South College Avenue from Ruffel Street to Kennedy Boulevard

The proposed improvements include installation of five and six-foot-wide sidewalks, driveway reconstruction, milling and resurfacing, and pavement markings to accommodate Americans with Disabilities Act standards. Two Rectangular Rapid Flashing Beacons will be introduced at a proposed crossing on Monroe Avenue at the existing bus stop and at the intersection of South College Avenue and Kennedy Boulevard.

alternatives | other considerations

fiscal impact

Local Funds: Ped & Bike CIP - \$1,456.00 and \$26,841.00. Total: \$28,297.00

attachments

1. RES2298-25
2. RES2299-25
3. 443395-2-62-02 (FY25) LFA - Hungerford Elementary School
4. 443395-1-58-01 (FY25) - LAP - Hungerford Elementary School
5. 443395-2-62-02 Three Party Escrow Agreement

RESOLUTION 2298-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, APPROVING THE COORDINATION BETWEEN THE CITY OF WINTER PARK AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING THE LOCAL AGENCY PROGRAM AGREEMENT FOR THE HUNGERFORD ELEMENTARY SCHOOL SIDEWALK GAPS SAFE ROUTES TO SCHOOL PROJECT.

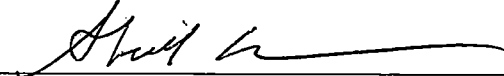
WHEREAS, the State of Florida Department of Transportation and City of Winter Park desire to facilitate the Hungerford Elementary School Sidewalk Gaps Safe Routes to School project and,

WHEREAS, the State of Florida Department of Transportation has requested City of Winter Park to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 443395-1-58-01.

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

The City Commission of the City of Winter Park hereby grants authorization to the City Manager to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement, and any Supplemental Agreements to the Local Agency Program Agreement for the aforementioned project, Financial Project Number (FPN) 443395-1-58-01

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 26th day of March, 2025.



Mayor Sheila DeCiccio

ATTEST:



City Clerk Rene Cranis

RESOLUTION 2299-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, APPROVING THE COORDINATION BETWEEN THE CITY OF WINTER PARK AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING THE LOCAL FUNDING AGREEMENT FOR THE HUNGERFORD ELEMENTARY SCHOOL SIDEWALK GAPS SAFE ROUTES TO SCHOOL PROJECT.

WHEREAS, the State of Florida Department of Transportation and City of Winter Park desire to facilitate the Hungerford Elementary School Sidewalk Gaps Safe Routes to School project and,

WHEREAS, the State of Florida Department of Transportation has requested City of Winter Park to execute and deliver to the State of Florida Department of Transportation the Local Funding Agreement for the aforementioned project, FPN 443395-2-62-02.

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

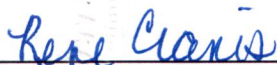
The City Commission of the City of Winter Park hereby grants authorization to the City Manager to make, execute, and deliver to the State of Florida Department of Transportation the Local Funding Agreement, and any Supplemental Agreements to the Local Funding Agreement for the aforementioned project, Financial Project Number (FPN) 443395-2-62-02

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 26th day of March, 2025.



Mayor Sheila DeCiccio

ATTEST:



City Clerk Rene Cranis

Agency: City of Winter Park Vendor No: F596000445001	Fund: LF Contract Amount: \$26,841.00	Financial Project No.: 443395-2-62-02
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**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF WINTER PARK**

This **AGREEMENT**, made and entered into _____,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and the CITY OF WINTER PARK (hereinafter referred to as the "LOCAL GOVERNMENT"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto, as Exhibit "B", and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five-Year Work Program, to undertake the Construction Engineering and Inspection (CEI) services for the project described as: "Hungerford Elementary School Sidewalk Gaps Safe Routes to School", said project being known as Financial Project Number (FPN) 443395-2-62-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide a portion of the funds for the CEI services of the Project in Fiscal Year 2024/2025, said portion of the Project being known as FPN 443395-2-62-02, and said costs hereinafter referred to as "Federal-Aid Non-Participating Costs;" and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Federal-Aid Non-Participating Costs in a cost-effective manner, the LOCAL GOVERNMENT desires to provide funding to the DEPARTMENT to be used for the Federal-Aid Non-Participating Costs, as described in "Exhibit A".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall undertake and complete the CEI services for the Project using the Federal-Aid Non-Participating Costs described in Exhibit "A".

3. The DEPARTMENT shall perform the CEI services for the Project. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. Contribution by the LOCAL GOVERNMENT of the funds for the CEI phase of the Project shall be made as follows:

(A) The LOCAL GOVERNMENT and the DEPARTMENT agree to share the cost for CEI services of the Project. The LOCAL GOVERNMENT agrees to provide 100% of the Federal-Aid Non-Participating Costs required for the CEI services and the DEPARTMENT agrees to provide the federal funds for the federal participating share of the CEI services, up to **\$178,935.00 (One Hundred Seventy-Eight Thousand Nine Hundred Thirty-Five Dollars and No/100).**

(B) The share of the LOCAL GOVERNMENT shall be, at a minimum, the stated percentage of the actual Federal-Aid Non-Participating Costs of the project. However, in the event the federal government fails to provide an amount which is equal to the anticipated federal participating share, the LOCAL GOVERNMENT shall be responsible for 100% of the funds required to make up the shortfall, including cost overruns and/or supplemental agreements not paid by federal funds. The DEPARTMENT is only responsible for the stated federal participating share as described in paragraph 4(A). The Project is off the "State Highway System", therefore, in

accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this Project.

(C) Should such shortfalls occur, due to a determination that said costs are non-participating, the LOCAL GOVERNMENT agrees to provide, without delay adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation of Federal-Aid Non-Participating Costs during the project and on final accounting, as provided herein below.

(D) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for this Project is **\$178,935.00 (One Hundred Seventy-Eight Thousand Nine Hundred Thirty-Five Dollars and No/100)**. The estimated LOCAL GOVERNMENT share for 100% of the non-federal portion of the project is **\$26,841.00 (Twenty-Six Thousand Eight Hundred Forty-One Dollars and No/100)**.

(E) The LOCAL GOVERNMENT agrees that it will, **within at least 14 calendar days of the execution of this Agreement**, furnish the DEPARTMENT an advance deposit in the amount of **\$26,841.00 (Twenty-Six Thousand Eight Hundred Forty-One Dollars and No/100)**. The deposit shall be the total estimated Federal-Aid Non-Participating Costs.

(F) If the Federal-Aid Non-Participating Costs are in excess of the advance deposit amount, the LOCAL GOVERNMENT will provide, without delay, an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT, so that the total deposit is equal to the Federal-Aid Non-Participating Costs. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the Federal-Aid Non-Participating Costs are in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT's project manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to delay of the project.

(G) If the Federal-Aid Non-Participating Costs are less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the LOCAL GOVERNMENT's share of the Federal-Aid Non-Participating Costs if such refund is requested by the LOCAL GOVERNMENT in writing.

(H) Should project modifications occur that increase the Federal-Aid Non-Participating Costs, the LOCAL GOVERNMENT will be notified by the District accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Federal-Aid Non-Participating Costs. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the Federal-Aid Non-Participating Costs will overrun the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below.

(I) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three-hundred and sixty (360) calendar days of final payment to the Consultant. All project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the project. The LOCAL GOVERNMENT will be notified of the final cost. The parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three-hundred and sixty (360) calendar days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(J) In the event said final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes (F.S.), on any invoice not paid within the forty (40) calendar days until the invoice is paid.

(K) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached escrow agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

(L) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720
(386) 943-5452
D5-LocalPrograms@dot.state.fl.us

District 5 Construction Special Projects
719 South Woodland Boulevard, M.S. 3-506
DeLand, Florida 32720
(386) 943-5406
D5-ConstructionSpecialProjects@dot.state.fl.us

LOCAL GOVERNMENT

Hongmyung Lim
Engineer III
City of Winter Park
401 South Park Avenue
Winter Park, Florida 32789
(407) 599-3521
hlim@cityofwinterpark.org

5. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

6. In the event this Agreement is in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be

executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

7. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

8. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

10. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

CITY OF WINTER PARK

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

Attest:

Attest:

Executive Secretary

Legal Review:

Legal Review:

LOCAL GOVERNMENT Attorney

DEPARTMENT Attorney

Financial Provisions Approval by
Department of Comptroller on:

October 5, 2020

EXHIBIT "A"

SCOPE OF SERVICES

The Hungerford Elementary School Sidewalk Gaps Safe Routes to School (SRTS) Project is with the City of Winter Park (LOCAL GOVERNMENT). This is a SRTS sidewalk project with limits along several streets within the Town of Eatonville and the City of Maitland. The limits and streets are the following:

- South side of Monroe Avenue in front of the Margaret Square apartments
- North side of Fitzgerald Drive from Jonotey Drive to West Avenue
- West side of West Avenue from Fitzgerald Drive to Ruffel Street
- North side of Ruffel Street from West Avenue to South College Avenue
- East and West sides of South College Avenue from Ruffel Street to Kennedy Boulevard

The total length of the project is approximately 0.81 miles.

The proposed improvements include the installation and improvement of five and six-foot-wide sidewalks along the roadways listed above to improve pedestrian safety around Hungerford Elementary School. Driveway reconstruction, milling and resurfacing, and pavement reconstruction are proposed to accommodate Americans with Disabilities Act (ADA) standards.

Milling and resurfacing is proposed at the following locations:

- Midblock crossing on Monroe Avenue at an existing bus stop
- Intersection of Monroe Avenue and Jonotey Drive
- Intersection of Fitzgerald Drive and South West Avenue
- Intersection of South West Avenue and Wigman Street
- Intersection of South West Avenue and Ruffel Street
- Intersection of Ruffel Street and Moseley Avenue
- Intersection of Ruffel Street and South College Avenue
- South College Avenue at the entrance to Hungerford Elementary School

Pavement reconstruction is proposed at the following locations:

- North side of Ruffel Street across from the Eatonville Boys and Girls Club
- Intersection of Ruffel Street and Calhoun Avenue
- Intersection of South College Avenue and Lime Street
- Intersection of South College Avenue and Orange Avenue
- Intersection of South College Avenue and Lemon Steet

Concrete curb (type F, type D, and valley gutter) reconstruction is proposed at curb returns to accommodate installation of curb ramps and at locations needing driveway reconstruction.

Rectangular Rapid Flashing Beacons (RRFBs) are proposed at the following locations:

- On Monroe Avenue at an existing bus stop and new midblock crosswalk
- Intersection of South College Avenue and Kennedy Boulevard

Conduit (open trench), pull & splice boxes, and pedestrian poles are proposed to accompany the RRFBs. Signing and pavement marking improvement include thermoplastic markings (for crosswalks), relocation of sign panels, and the installation, removal, and relocation of single column ground sign assemblies.

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, regular excavation, embankment, concrete removal, mailboxes, root barrier, and sod.

The following items are non-participating and will be locally funded:

- 107-1 Litter Removal
- 107-2 Mowing

All pedestrian facilities shall adhere to current ADA standards. Utility coordination will be required during construction and utility work schedules have been developed. The Agency (LOCAL GOVERNMENT) has received a permit exemption from the St Johns River Water Management District. The City (LOCAL GOVERNMENT) shall construct the project within the limits of the existing right-of-way (Town of Eatonville and City of Maitland) or easements.

The LOCAL GOVERNMENT will be responsible for providing funds for any shortfalls, including but not limited to cost over runs, Federal-Aid Ineligible Costs and Federal-Aid Non-Participating Costs including the initial amount of **\$26,841.00 (Twenty-Six Thousand Eight Hundred Forty-One Dollars and No/100).**

The remainder of this page intentionally left blank.

EXHIBIT “B”

RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 02/25
Page 1 of 15

FPN: <u>443395-1-58-01</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D523 079 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>LF/ SR2T/ TALU</u>	Fund: _____	Fund: _____
Org Code: <u>55054010508</u>	Org Code: _____	Org Code: _____
FLAIR Approp: <u>088796</u>	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: _____	FLAIR Obj: _____
County No: <u>75</u>	Contract No: _____	
Recipient Vendor No: <u>F596000445001</u>	Recipient Unique Entity ID (UEI) No: <u>SAQEJWCB7NN5</u>	

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and the City of Winter Park ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Hungerford Elementary School Sidewalk Gaps Safe Routes to School project, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before May 31, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 1,048,635.00 (One Million Forty-Eight Thousand Six Hundred Thirty-Five Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$ 1,047,179.00 (One Million Forty-Seven Thousand One Hundred Seventy-Nine Dollars and No/100) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 02/25
Page 2 of 15

- c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
 - iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
 - iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
 - b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
 - c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
 - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
 - e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
 - f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- ☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department,

provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 02/25
Page 4 of 15

- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 02/25
Page 5 of 15

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 02/25
Page 6 of 15

- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 02/25
Page 7 of 15

- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 02/25
Page 10 of 15

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 02/25
Page 11 of 15

- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

- ☐ shall
☒ shall not
☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 02/25
Page 13 of 15

- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 02/25
Page 14 of 15

- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☒ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☒ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: N/A

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s): N/A

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 02/25
Page 15 of 15

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF WINTER PARK

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: C. Jack Adkins
Title: Director of Transportation and Development

Legal Review:

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 443395-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the City of Winter Park (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The Hungerford Elementary School Sidewalk Gaps Safe Routes to School (SRTS) project is with the City of Winter Park. This is a SRTS sidewalk project with limits along several streets within the Town of Eatonville and the City of Maitland. The limits and streets are the following:

- South side of Monroe Avenue in front of the Margaret Square apartments
- North side of Fitzgerald Drive from Jonotey Drive to West Avenue
- West side of West Avenue from Fitzgerald Drive to Ruffel Street
- North side of Ruffel Street from West Avenue to South College Avenue
- East and West sides of South College Avenue from Ruffel Street to Kennedy Boulevard

The total length of the project is approximately 0.81 miles.

The proposed improvements include the installation and improvement of five and six-foot-wide sidewalks along the roadways listed above to improve pedestrian safety around Hungerford Elementary School. Driveway reconstruction, milling and resurfacing, and pavement reconstruction are proposed to accommodate Americans with Disabilities Act (ADA) standards. Milling and resurfacing is proposed at the following locations:

- Midblock crossing on Monroe Avenue at an existing bus stop
- Intersection of Monroe Avenue and Jonotey Drive
- Intersection of Fitzgerald Drive and South West Avenue
- Intersection of South West Avenue and Wigman Street
- Intersection of South West Avenue and Ruffel Street
- Intersection of Ruffel Street and Moseley Avenue
- Intersection of Ruffel Street and South College Avenue

Pavement reconstruction is proposed at the following locations:

- North side of Ruffel Street across from the Eatonville Boys and Girls Club
- Intersection of Ruffel Street and Calhoun Avenue
- Intersection of South College Avenue and Lime Street
- Intersection of South College Avenue and Orange Avenue
- Intersection of South College Avenue and Lemon Street

Concrete curb (type F, type D, and valley gutter) reconstruction is proposed at curb returns to accommodate installation of curb ramps and at locations needing driveway reconstruction. Rectangular Rapid Flashing Beacons (RRFBs) are proposed at the following locations:

-On Monroe Avenue at an existing bus stop and new midblock crosswalk

-Intersection of South College Avenue and Kennedy Boulevard

Conduit (open trench), pull & splice boxes, and pedestrian poles are proposed to accompany the RRFBs. Signing and pavement marking improvement include thermoplastic markings (for crosswalks), relocation of sign panels, and the installation, removal, and relocation of single column ground sign assemblies.

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, regular excavation, embankment, concrete removal, mailboxes, root barrier, and sod.

The following items are non-participating and will be locally funded:

-107-1 Litter Removal

-107-2 Mowing

All pedestrian facilities shall adhere to current ADA standards. Utility coordination will be required during construction and utility work schedules have been developed. The Agency has received a permit exemption from the St Johns River Water Management District. The City shall construct the project within the limits of the existing right of way (Town of Eatonville and City of Maitland) or easements.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

Based on the Recipient's Elevated financial risk level, this project requires submission and review of the "Project Monitoring Status Report" monthly; and submission and review of invoices and supporting documentation no more often than monthly and no less than quarterly. The initial invoice will be submitted within 180 days of the Department's Notice to Proceed and no more often than monthly and no less than quarterly thereafter. Required documents should be submitted via email to D5-ConstructionSpecialProjects@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction contract to be let (Bid Opening) by July 2, 2025.
- b) Construction Duration of 140 days.
- c) Construction to be completed (Final Acceptance) by January 1, 2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount. Any contract changes/claims which result in federal aid ineligible cost and/or time will be the sole responsibility of the Recipient. Such changes may include, but are not limited to, premium costs due to Design or CEI errors or omissions, repairing items that had not been properly maintained, additional contract time and/or costs occurring from utility delays, differing site conditions or other unforeseen conditions.

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

CEI services for this project are being provided through the District's Continuing Services CEI contract (CSC). Federal funds in the amount of \$178,935.00, representing the negotiated CEI contract amount, have been programmed on the

project (443395-2-62-01). Should costs for federally eligible items exceed the programmed amount and additional federal funding is not available, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project. Federal funds utilized on the District CSC are not subject to Exhibit "E" - Federal Financial Assistance (Single Audit Act). The Recipient will be solely responsible for CEI costs for federally ineligible items that require CEI services.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Winter Park 401 South Park Avenue Winter Park, Florida 32789	FINANCIAL PROJECT NUMBER: 443395-1-58-01
--	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2024-2025 (LAP)	\$ <u>1,048,635.00</u>	\$ <u>1,456.00</u>	\$ <u>0.00</u>	\$ <u>1,047,179.00</u>
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 1,048,635.00	\$ 1,456.00	\$ 0.00	\$ 1,047,179.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 1,048,635.00	\$ 1,456.00	\$ 0.00	\$ 1,047,179.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis
District Grant Manager Name

Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

ALN No.: 20.205
ALN Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site: <https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view>
Award Amount: \$1,047,179.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

EXHIBIT G

FHWA FORM 1273

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:

<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).
2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.
3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.
4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.
5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).
6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

EXHIBIT "N"

TRAFFIC SIGNAL MAINTENANCE

Paragraph 16. is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.
2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.
3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.
4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.
5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.
6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.
7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40N
PROGRAM MANAGEMENT
OGC - 09/18
Page 2 of 2

8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.
9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.
10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT O****TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section 17.g. of the Agreement is amended as follows for Construction on the Department's Right of Way.**

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a.** The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b.** The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.
- c.** The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d.** The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e.** The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f.** It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), the City of Winter Park ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Hungerford Elementary School Sidewalk GAPS Safe Routes to School
Project #: 443395-2-62-02
County: Orange

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

For PARTICIPANT (signature)

Name and Title

Name and Title

59-3024028
Federal Employer I.D. Number

Federal Employer I.D. Number

Date

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

**item type**

Action Items Requiring Discussion

meeting date

June 25, 2025

prepared by

Jason Seeley, Director of Parks and Recreation

approved by**subject**

Parks & Recreation Fee Waiver Policy

motion | recommendation

Approval of the proposed City Event and Non-Profit Cost Reduction Policy. Provide City staff with direction as to the implementation of the policy if approved.

background

The City, as well as the Parks and Recreation Department, currently lack a comprehensive policy that addresses City Events List, fee waivers, and non-profit fee reductions. Staff and the Parks and Recreation Advisory Board have worked together over the past year to develop such a policy that ensures a transparent and clear process for non-profit groups seeking a cost reduction when using City parks and recreation venues. The proposed policy, approved by the Parks and Recreation Advisory Board, defines the eligibility requirements and process for organizations looking to receive the benefit of having their event designated as a City Event. The additional fees, such as event support staff and public safety support, that can be associated with certain events are also addressed within the policy.

The proposed policy eliminates the ability for organizations to request a one-time fee waiver.

The Fee Waiver currently allows for up to a 100% fee reduction with the approval of the PRAB and department director. Organizations that wish to receive a full fee waiver would need to go through the process, and meet the qualifications to be classified as a City Event and receive this benefit.

Non-profit organizations would still be able to take advantage of the non-profit organization rate we offer by simply providing their organization's IRS documentation to the appropriate staff member when making rental arrangements. The existing non-profit organization rate currently provides eligible organizations with a 30% reduction from the market rate. The proposed non-profit rate differentiates between a non-profit located within the City of Winter Park, versus a non-profit from outside the City boundary. Those located within the City would receive a 35% reduction and outside the City a 25% discount.

alternatives | other considerations

fiscal impact

There is no scenario where the proposed policy would either increase operational expenses for the department, or create a reduction in earned revenue. Additional revenue is possible, but dependent on if, and how, the City Commission implements the proposed policy. While immediate implementation could result in additional revenue through the reduction of waived fees, that would only occur if the groups, losing their current fee waiver or falling off of the City Event list, chose to continue hosting their event at a City facility. None of the events that would be impacted by immediate implementation are currently paying a fee for their respective events. As a result, this would not lead to a loss of revenue and the City could potentially see increased revenue if venue space previously used is rented to another party.

The proposed change in how we apply the non-profit rate, differentiating between resident and non-resident, would result in a nominal increase to revenue earned.

attachments

1. Fee Waiver Policy 6_2025
2. Policy Impact Summary Rev
3. City Event List Evolution

City of Winter Park – Parks and Recreation Department

City Event and Non-Profit Cost Reduction Policy and Procedure

City Events List

City Events are exempt from rental fees associated with the park or venue. Fees for support services or event staff are not waived and are the responsibility of the organization holding the event. Events considered for the City Events list are required to be open to the public, charge no fee/ticket for attendance or entry, and the organization requesting the fee waiver must be located within the City of Winter Park City Limits. Events must demonstrate that they provide a benefit to a significant cross-section of Winter Park residents and not just a select or specific group.

Events Requesting City Event Status and Full Fee Waiver:

The addition of an event to the City Events list is at the discretion of City Commission.

Any event wishing to be considered for the City's Events list must be able to demonstrate the following:

- Financial need for a fee waiver that identifies projected event cost along with revenue sources associated with event other than ticket or other entry cost. An example of an additional revenue source would be event sponsorships and advertising.
- A long-standing history of working in support of the City of Winter Park and its residents
- How the event provides a benefit and/or significant positive impact on the City of Winter Park and residents.
- Organization is a registered non-profit with its offices located within the City of Winter Park City Limits.

The event must have a history of being successfully held within the city limits of Winter Park for a minimum of 5 years. If the event did not take place at a City owned venue/facility, where record of event is easily verified, requesting organization may be required to provide proof of event history with reference contact from the previous host venue.

Organizations wishing to have their event added to the City Events list will be considered on an annual basis in coordination with the City's annual budget process. To initiate the review process for an event a request for consideration letter demonstrating how the organization and event meet the criteria described above, along with an organizational biography, and event executive summary must be submitted to the Parks and Recreation Administrative Office at 721 W New England Avenue, Winter Park FL 32789 by Monday, **May 31st 20__ for the 20__-20__ fiscal year beginning on 10/1/20__.**

Once submitted, requests will be reviewed by the Parks and Recreation Director to ensure the minimum qualifications have been met. If the Parks and Recreation Director determines an organization's request does not meet the minimum requirements, requires additional clarification, or supporting documentation is necessary, the organization will be contacted by email and made aware of the deficiency by the closing of business on first Friday in June. The organization will have until closing of business on the third Friday of June to submit proof of cure.

All requests that meet the minimum qualifications will then be notified by email and required to attend the July or August Parks and Recreation Advisory Board meeting. The organizations will be required to provide a brief presentation about their event and organization to the board. At the conclusion of your presentation, each PRAB member will have an opportunity to ask any additional question regarding the request. At the conclusion of the meeting, after all organizations have presented, the members will vote on each event with simple majority determining if the event is sent onward to City Commissioner with a recommendation to approve or not approve. An updated City Events list with PRAB recommendations will be brought to City Commission for approval at either the first or second commission meeting in August.

Other Fees and Hard Costs: *An event on the City Events list is not exempt from permit fees or City service fees for event support such as Police, Fire, Road Closures, or other fees associated with the execution of the event.*

Parks and Recreation Event Support Staff:

Facility Rentals – Facility rentals that occur during the standard operational hours (SOH) of the facility where the event is being held will not incur a staff fee. For any set-up or break down hours that fall outside of the facilities standard operational hours will be charged a rate of \$75/hr. For event hours taking place outside of the SOH's a rate of \$125/hr.

Park Rentals – For small events (under 400 people), and events not exceeding 8 hours in duration per day, a staff fee will not be assessed. If under 400 people, but exceeding 8 hours the Event Support Staff hourly rate will be charged for each hour over the 8-hour time limit.

For larger park rentals (Over 400 attendees), that typically qualify as a special event, the organization holding the event may request city staff to serve as event support staff. This fee would be determined by multiplying the total labor hours by the Event Support Staff hourly rate posted in current Fee Schedule set by City Commission. A minimum level of support staff will be required based on scope, size, and other properties specific to the particular event being held. The event organizer has the ability to reduce the required event support provided by the City's Parks and Recreation Department by submitting a staffing and/or volunteer plan that demonstrates essential functions such as set-up, break-down, clean up, parking, and trash management will be addressed.

Event Organizer will be provided with an invoice for event support staff costs from the Parks and Recreation Department as part of their event permit/rental contract. If the organizer wishes to use volunteers or staff to reduce their cost, a request to do so must be made no less than 90 days prior to their event date and include a staff/volunteer plan. Staff/Volunteer plan should identify the number of volunteers, identify a volunteer supervisor or lead, and a description of what role or tasks their team would be responsible for at the event. The Parks and Recreation Director, or his/her designee, will review the event organizer's plan and provide modified staff invoice to the event organizer within 14 calendar days of receipt.

Non-Profit Fee Reduction:

Winter Park Based Non-Profit Organization -501c3 organizations based within the Winter Park City Limits, will receive a 35% discount from the general rental rate for the particular park or venue being rented.

Non-Profits Organizations Outside Winter Park - 501c3 organizations not based within Winter Park are eligible or a 25% discount.

This discount does not apply to any other fee associated with the event such as permits or staffing such as police officers or event attendants provided by City.

DRAFT

Proposed Policy Impact on Existing Conditions

City Commission would have the option to ‘grandfather’ existing events and implement the policy going forward. The alternative for the City Commission would be immediate implementation resulting in the events in red dropping from the list and no longer receiving fee forgiveness associated with City Event designation.

Events in Red would not meet the criteria based on the event being a ‘closed’ event only accessible through purchase of a ticket or other fee-based entry.

Current List of City Events:

- WPHS Homecoming Parade – Park Ave/Central Park
- WP Chamber of Commerce Holiday Tree Lighting and Winter on the Ave – Central Park/Park Ave
- WP Chamber Annual Holiday Parade – Park Ave
- WP Chamber of Commerce Fall Art Festival - Central Park/Park Ave/Farmers Market
- Winter Park Sidewalk Arts Festival – Central Park/Park Ave/Farmers Market
- WPHS ROTC Banquet – WP Community Center
- Welbourne Day Nursery Graduation Ceremony – WP Community Center
- **Unity Heritage Festival** – Shady Park (*This should not require a fee waiver as it is a city sponsored and co-manager event*)
- ~~Winter Park Sports Association Hall of Fame Ceremony – Community Center \$~~
- ~~WP Chamber Cheers to You – Event Center \$~~
- ~~WP Chamber Best of Winter Park – Farmers Market \$~~

Fee Waivers

Using the proposed policy, events in green would be eligible for the City Events list. Events in red would not be eligible per policy.

The WPPL event and use of Event Center should be addressed through existing facility lease agreement.

Peace and Justice Institute’s UN Day of Peace meets the qualifications of City Events, but concerns voiced by residents related to politicalization and partisan political leanings associated with the event, should be addressed if the City is in essence sponsoring the event by deeming it a City Event.

- **FastTrack Management Youth Track and Field Day** – Showalter Stadium
- **Florida Youth Symphony Orchestra Spring Play A Thon**- Central Park Stage
- **Peace and Justice Institute United Nation Day of Peace** – Central Park North***
- ~~Winter Park Rotary Denim and Dazzle/Chili Cookoff Charity Event \$ – Event Center*~~
- ~~Winter Park HS Foundation Annual Restore the Roar \$ – Showalter Stadium/Event Center**~~
- ~~Kids Beating Cancer social – Event Center~~
- **WPPL Annual Fundraiser/Gala \$** - Event Center +

Current List of City Events:

- **WPHS Homecoming Parade and Picnic** – Park Ave/Central Park
- **WP Chamber of Commerce Holiday Tree Lighting and Winter on the Ave** – Central Park/Park Ave
- **WP Chamber Annual Holiday Parade** – Park Ave
- **WP Chamber of Commerce Fall Art Festival** - Central Park/Park Ave/Farmers Market
- **Winter Park Sidewalk Arts Festival** – Central Park/Park Ave/Farmers Market
- **WPHS ROTC Banquet** – WP Community Center
- **Welbourne Day Nursery Graduation Ceremony** – WP Community Center
- **Unity Heritage Festival** – Shady Park (*This should not require a fee waiver as it is a city sponsored and co-managed event*)
- **Winter Park Sports Association Hall of Fame Ceremony** - Community Center
- **WP Chamber Cheers to You** – Event Center
- **WP Chamber Best of Winter Park** – Farmers Market

Fee Waivers

Events that have received 75-100 percent fee waivers over multiple years but not on existing City Events list:

- **FastTrack Management Youth Track and Field Day** – Showalter Stadium
- **Florida Youth Symphony Orchestra Spring Play A Thon**- Central Park Stage
- **Peace and Justice Institute United Nation Day of Peace** – Central Park North
- **Winter Park Rotary Denim and Dazzle/Chili Cookoff Charity Event** – Event Center
- **Winter Park HS Foundation Annual Restore the Roar** – Showalter Stadium/Event Center
- **Kids Beating Cancer social** – Event Center
- **WPPL Annual Fundraiser/Gala** - Event Center

City Events List 2022 (as provided to City Commission as part of non-profit discount at Event Center in 2021-22)

Winter Park High School (WPHS) ROTC Banquet - Community Center

WPHS Homecoming ROAR and Parade - Central Park

WPHS Picnic in the Park - Central Park

Welborne Avenue Day Nursery Graduation Ceremony - Community Center

Morse Foundation Annual Tiffany Window Display - Central Park

Unity Heritage Festival CRA Annual Festival - Community Center, Shady Park

Winter Park Historical Society Annual Peacock Ball- Civic Center

Hoop School Christmas Camp - Community Center

Winter Park Chamber of Commerce (WPCOC) - Tree Lighting Central Park

WPCOC Youth Leadership Meetings – Farmers Market

WPCOC Mayor/City Commission Luncheon (State of the City) – Event Center (returned to Alford 2023)

WPCOC Orange County Commission Luncheon - Civic Center

WPCOC Autumn Art Festival - Central Park

Sidewalk Art Festival (WPSAF) Art Festival - Central Park

WPSAF Monthly Meetings - Lake Island

City Events List 2009-2012

Winter Park High School (WPHS) ROTC Banquet - Civic Center
WPHS Homecoming ROAR and Parade - Central Park
WPHS Picnic in the Park - Central Park
Welborne Avenue Day Nursery Graduation Ceremony - Civic Center
Bridge Builders Monthly Meetings - Community Center
AKA Sorority Monthly Meetings - Community Center
AKA Ivey Academy Meetings - Community Center
Hannibal Square Community Land Trust Monthly Meetings - Community Center
Morse Foundation Annual Tiffany Window Display - Central Park
Unity Heritage Festival CRA Annual Festival - Community Center, Shady Park
Winter Park Historical Society Annual Peacock Ball- Civic Center
Hoop School Christmas Camp - Community Center
Winter Park Chamber of Commerce (WPCOC) - Tree Lighting Central Park
WPCOC OAR Breakfast- Civic Center
WPCOC Legislative Breakfast - Civic Center
WPCOC Leadership Graduation - Civic Center
WPCOC Youth Leadership Meetings
WPCOC Mayor/City Commission Luncheon (State of the City) - Civic Center
WPCOC Orange County Commission Luncheon - Civic Center
WPCOC Autumn Art Festival - Central Park
Sidewalk Art Festival (WPSAF) Art Festival - Central Park
WPSAF Monthly Meetings - Lake Island

**item type**

Public Hearings: Quasi-Judicial Matters

meeting date

June 25, 2025

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Rene Cranis, City Clerk

subject

Request of Benjamin Partners, LTD:

- Resolution 2301-25 - Adopting amendments to the Fourth Amendment to the Amended and Restated Development Order for the Ravaudage development as originally adopted on November 10, 2014, to add 1101 Lewis Drive into the PD.
- Ordinance - Changing the Low Density Residential Future Land Use designation to an Orange County Planned Development Future Land Use designation on the property located at 1101 Lewis Drive (1st Reading).
- Ordinance - Changing the Low Density Residential (R-2) District Zoning to Orange County Planned Development (OC PD) District Zoning on the property located at 1101 Lewis Drive (1st Reading).

motion | recommendation

P&Z Board and DRC recommendation is for approval.

background

This public hearing is to re-designate 1101 Lewis Drive, which was recently purchased by the master developer of the Ravaudage Planned Development, from Low Density Residential (R-2) zoning and Low Density Residential Future Land Use to Orange County Planned Development (OC PD) zoning and Future Land Use. The Comprehensive Plan provides via Policy 1-M-6 (below) that when out-parcels are added to the Ravaudage development, they may be granted the same Future Land Use and zoning designations as the entire project.

Policy 1-M-6: Future Enclave & Out-Parcel Additions to the Ravaudage Planned Development. Any future acquisitions and additions to the Ravaudage PD of enclave or out-parcel properties may, at the discretion of the City, be added to the Ravaudage PD and regulated by the Orange County PD Code and the Development Order terms and conditions pertaining to the Ravaudage PD.

The City does not have a Planned Development Future Land Use designation or Planned

Development (PD) zoning that approximates the Orange County PD designations. In the Ravaudage Annexation Agreement and the Comprehensive Plan, the use of the Orange County land use designations is provided for.

This property at 1101 Lewis Drive is a single lot that has 50 feet of frontage along Lewis Drive and has a lot area of 6,597 square feet. The maximum residential unit density for Ravaudage is 14.76 dwelling units per acre, and the maximum commercial density (or floor area ratio) is 100%. Thus, adding this property to the PD boundary, results in two (2) additional units and 6,597 square feet of added commercial entitlements.

In accordance with the Comprehensive Plan, these two ordinances would change the Low Density Residential Future Land Use designation and corresponding R-2 zoning to Orange County Planned Development Future Land Use and the corresponding Orange County Planned Development (OC PD) zoning.

In terms of remaining units, with the addition of this property, Ravaudage has entitlements for 683 market-rate units and 56 affordable housing units. Of the 683 units, 546 have been constructed and 36 have been approved for development but not permitted, leaving 101 units remaining. Of the 56 units, only one has been approved for but not permitted.

alternatives | other considerations

fiscal impact

attachments

1. Resolution for 1101 Lewis Drive
2. Ord. Comp. Plan_FLU 1101 Lewis Drive
3. Ord. Zoning _1101 Lewis Drive
4. Location Map Aerial
5. Aerial Map
6. 1101 Lewis Drive - Ravaudage Map

RESOLUTION 2301-25

A RESOLUTION OF THE CITY COMMISSION OF THE OF WINTER PARK, FLORIDA, ADOPTING AMENDMENTS TO THE FOURTH AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT ORDER FOR THE RAVAUDAGE DEVELOPMENT AS ORIGINALLY ADOPTED ON NOVEMBER 10, 2014, PROVIDING FOR, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, Benjamin Partners, Ltd. (Developer), and City of Winter Park previously entered into an Annexation Agreement dated April 9, 2012 and recorded in O.R. Book 10363, Page 1250, et seq, Public Records of Orange County, Florida, concerning property generally located at Lee Road and 17-92 in Winter Park, Florida and known as Ravaudage, in which the parties agreed that Developer's Development Order with Orange County dated May 24, 2011, (the "Original Development Order") would govern the development of Ravaudage with a few modifications, as noted in the Annexation Agreement; and

WHEREAS, the Original Development Order was amended and restated by that certain Amended and Restated Development Order (Ravaudage) approved by City of Winter Park Resolution No. 2148-14 adopted on November 10, 2014, which is recorded at Official Records Book 10938, Page 3602, et. seq., Public Records of Orange County, Florida, as further amended by that certain First Amendment to Amended and Restated Development Order (Ravaudage) approved by City of Winter Park Resolution No. 2188-17 adopted on July 24, 2017, which is recorded at Official Records Document number 20170499479, et. seq., Public Records of Orange County, Florida ("First Amendment to Amended and Restated Development Order"), further amended by that certain Second Amendment to Amended and Restated Development Order (Ravaudage) approved by City of Winter Park Resolution No. 2211-18 adopted on October 23, 2018, which is recorded at Official Records Document number 20180635393, et. seq., Public Records of Orange County, Florida ("Second Amendment to Amended and Restatement Development Order") and further amended by that certain Third Amendment to Amended and Restated Development Order (Ravaudage) approved by City of Winter Park Resolution No. 2241-20 adopted on December 9, 2020, which is recorded at Official Records Document number 20210034580, et. seq., Public Records of Orange County, Florida ("Third Amendment to Amended and Restatement Development Order") and further amended by that certain Fourth Amendment to Amended and Restated Development Order (Ravaudage) approved by City of Winter Park Resolution No. 2292-24 adopted on October 23, 2024, which is recorded at Official Records Document number 20240621823, et. seq., Public Records of Orange County, Florida ("Fourth Amendment to Amended and Restatement Development Order"); and

WHEREAS, the Orange County Code applies to the development of Ravaudage under F.S. §171.062 and under the terms of the Annexation Agreement subject to the terms and conditions of the Second Amendment to Amended and Restated Development Order as further amended herein; and

WHEREAS, the Developer has requested certain additional amendments to the Fourth Amendment to Amended and Restated Development Order, which have been recommended for approval by the City's Development Review Committee, and by the City Commission, all in accordance with the procedure required by the Orange County Zoning Code, and those requested amendments are reflected in the attached Fourth Amendment to the Amended and Restated Development Order; and

WHEREAS, the City finds that these amendments to the Fourth Amendment to Amended and Restated Development Order are consistent with the Orange County Comprehensive Plan and the Orange County Zoning Code, and is in the best interests of the citizens of Winter Park.

WHEREAS, words with double underline shall constitute additions to the original text and strike through text shall constitute deletions to the original text.

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

SECTION 1. That the Winter Park City Commission does hereby amend the Ravaudage Land Use Plan Sheet A-1 Project Location and Sheet A-2 Maximum Height Zones, in order to add 1101 Lewis Drive into the Ravaudage PD boundary, per Exhibit A.

SECTION 2. In recognition that 1101 Lewis Drive has been added to the Ravaudage PD boundary, which comprises of 6,597 square feet of new land area, and pursuant to the existing Ravaudage entitlements of 14.76 units/acre and a 100% FAR, the Winter Park City Commission does hereby amend the "Project Building Program Table" of the Ravaudage Development Agreement regarding the residential and commercial unit counts/square footage to read as follows:

CATEGORY	ENTITLEMENTS
RESIDENTIAL	<u>683</u> 681 UNITS ¹
COMMERCIAL	<u>582,075</u> 575,478 SF
OFFICE	811,427 SF
HOTEL	320 ROOMS
AFFORDABLE HOUSING UNITS ²	56 UNITS

1: UNIT COUNT REFLECTS 10% LAND USE INCREASE WHICH WAS CALCULATED USING THE EQUIVALENCY MATRIX BY CONVERTING 24,745 SQUARE FEET OF OFFICE ENTITLEMENTS INTO 51 ADDITIONAL RESIDENTIAL UNITS.

2: THESE UNITS ARE LIMITED TO AT OR BELOW 120% OF THE MEDIAN ADJUSTED GROSS ANNUAL INCOME (AMI) FOR ORANGE COUNTY, FLORIDA.

SECTION 3. SEVERABILITY. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 4. CONFLICTS. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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

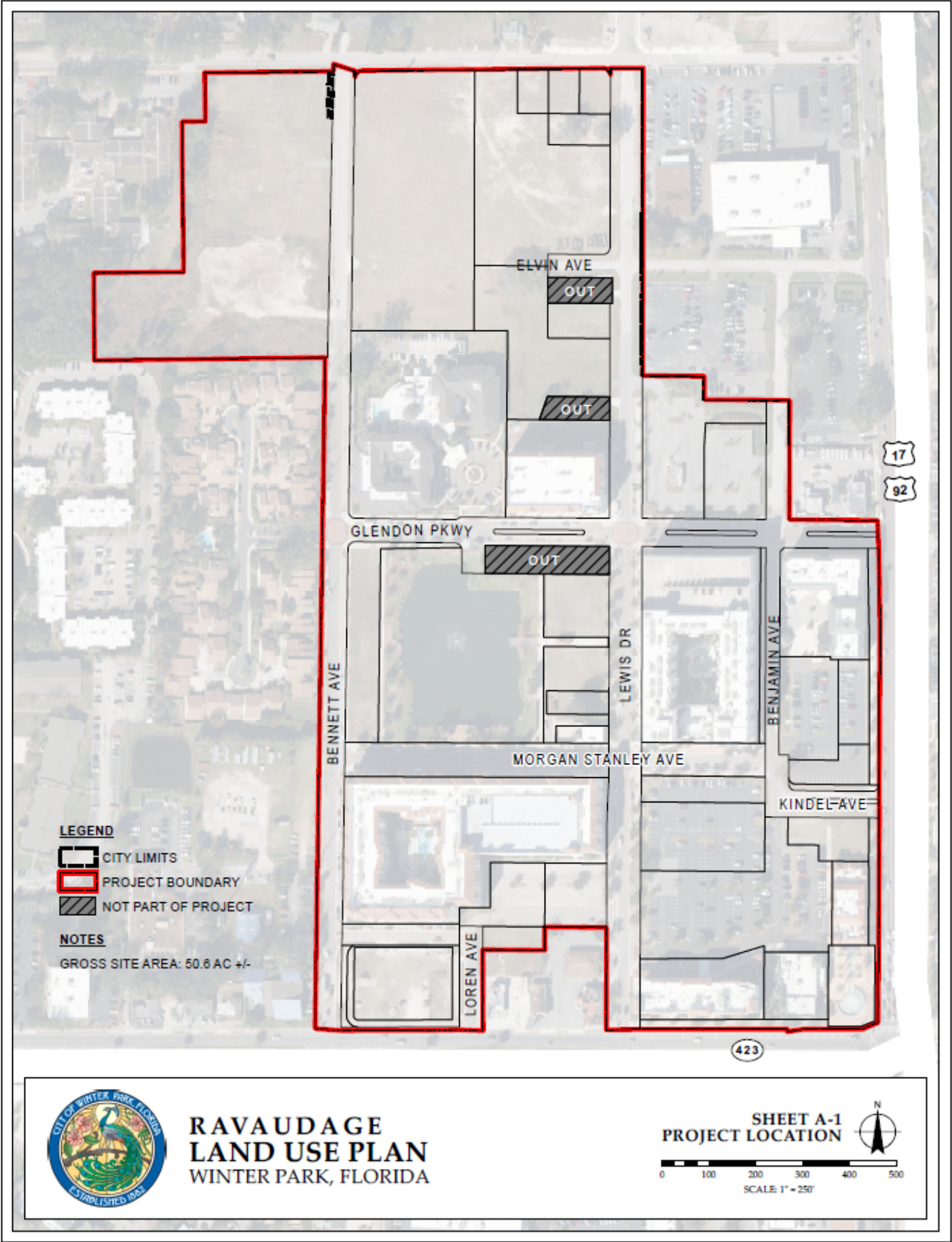
ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 25th day of June, 2025.

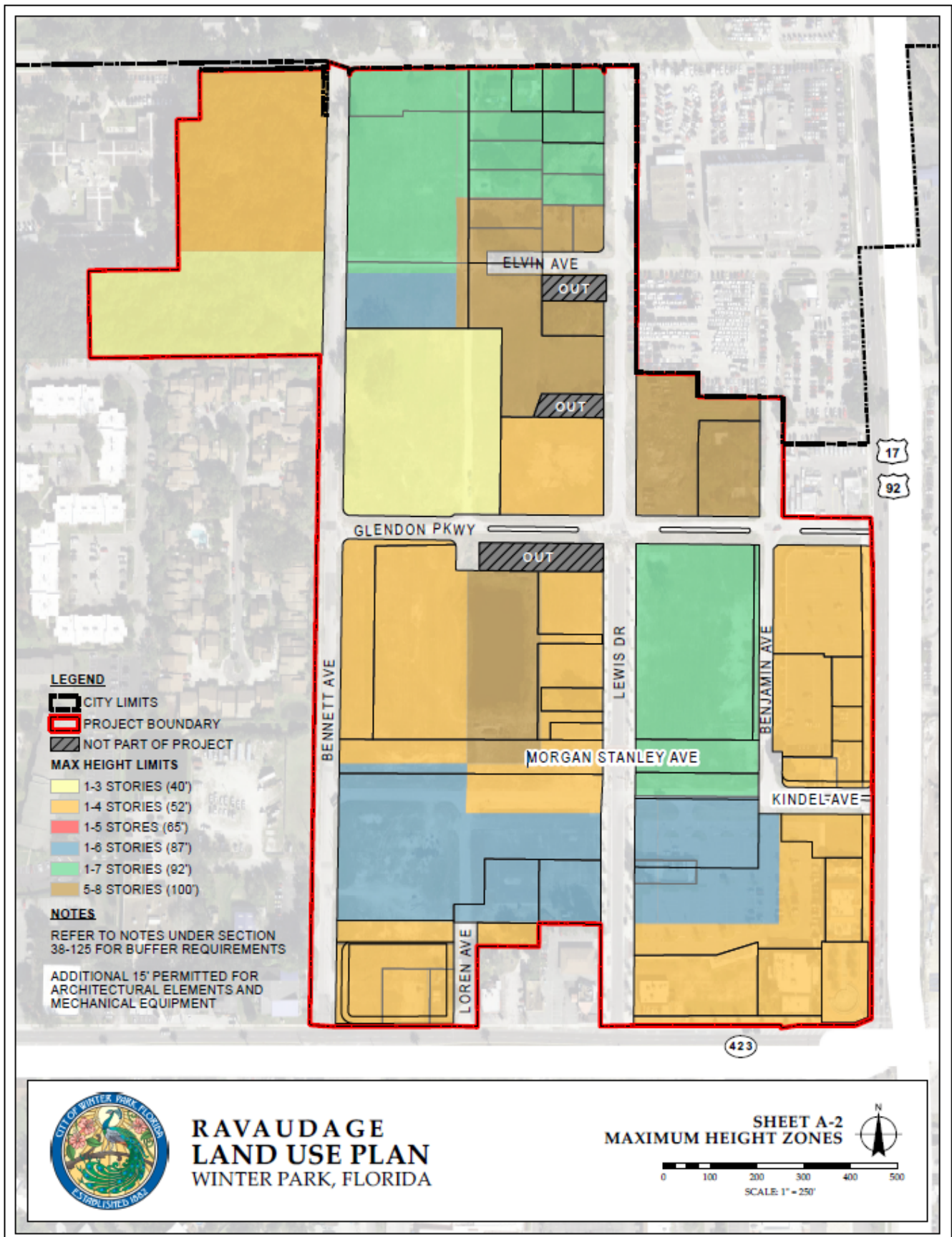
Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis

EXHIBIT A





ORDINANCE XXXX-25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO CHANGE THE FUTURE LAND USE DESIGNATION OF LOW DENSITY RESIDENTIAL TO ORANGE COUNTY PLANNED DEVELOPMENT FUTURE LAND USE ON THE PROPERTY AT LOCATED AT 1101 LEWIS DRIVE, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the City Commission intends to amend its Comprehensive Plan Future Land Use Map to recognize the addition of 1101 Lewis Drive to the Ravaudage Planned Development, as is consistent with the policies of the Comprehensive Plan, and

WHEREAS, this change of Future Land Use designations is being accomplished via a Comprehensive Plan future land use map designation small-scale amendment to the Comprehensive Plan, and

WHEREAS, on June 3, 2025, the Planning and Zoning Board held a public hearing on the proposed Future Land Use map amendment set forth herein and made a recommendation to the City Commission concerning the same, and

WHEREAS, the amendment of the Comprehensive Plan Future Land Use Map meets the criteria established by Chapter 163, Florida Statutes and pursuant to and in compliance with law.

NOW THEREFORE BE IT ENACTED, AS FOLLOWS:

SECTION 1. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" Future Land Use plan map is hereby amended so as to change from a Low Density Residential Future Land Use designation to an Orange County Planned Development Future Land Use designation on the property located at 1101 Lewis Drive and more particularly identified with Orange County Parcel ID# 01-22-29-3712-06-170 and further identifies as Lot 17, Block F, Home Acres subdivision as recorded in Plat Book "M", Page 97 of the Public Records of Orange County, Florida.

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this ____ day of _____, 2025.

Mayor Sheila DeCiccio

Attest:

ORDINANCE XXXX-25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE FROM LOW DENSITY RESIDENTIAL (R-2) ZONING TO ORANGE COUNTY PLANNED DEVELOPMENT (OC-PD) ZONING ON THE PROPERTY AT 1101 LEWIS DRIVE, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the City Commission intends to amend the zoning designation on 1101 Lewis Drive in conformance with the Comprehensive Plan Future Land Use designation of said property, and

WHEREAS, on June 3, 2025, the Planning and Zoning Board held a public hearing on the rezoning set forth herein and made a recommendation to the City Commission regarding such rezoning, and

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

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

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

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the existing zoning designation of Low Density Residential (R-2) District to Orange County Planned Development (OC-PD) district zoning on the property at 1101 Lewis Drive and more particularly identified with Orange County Parcel ID# 01-22-29-3712-06-170 and further identifies as Lot 17, Block F, Home Acres subdivision as recorded in Plat Book "M", Page 97 of the Public Records of Orange County, Florida.

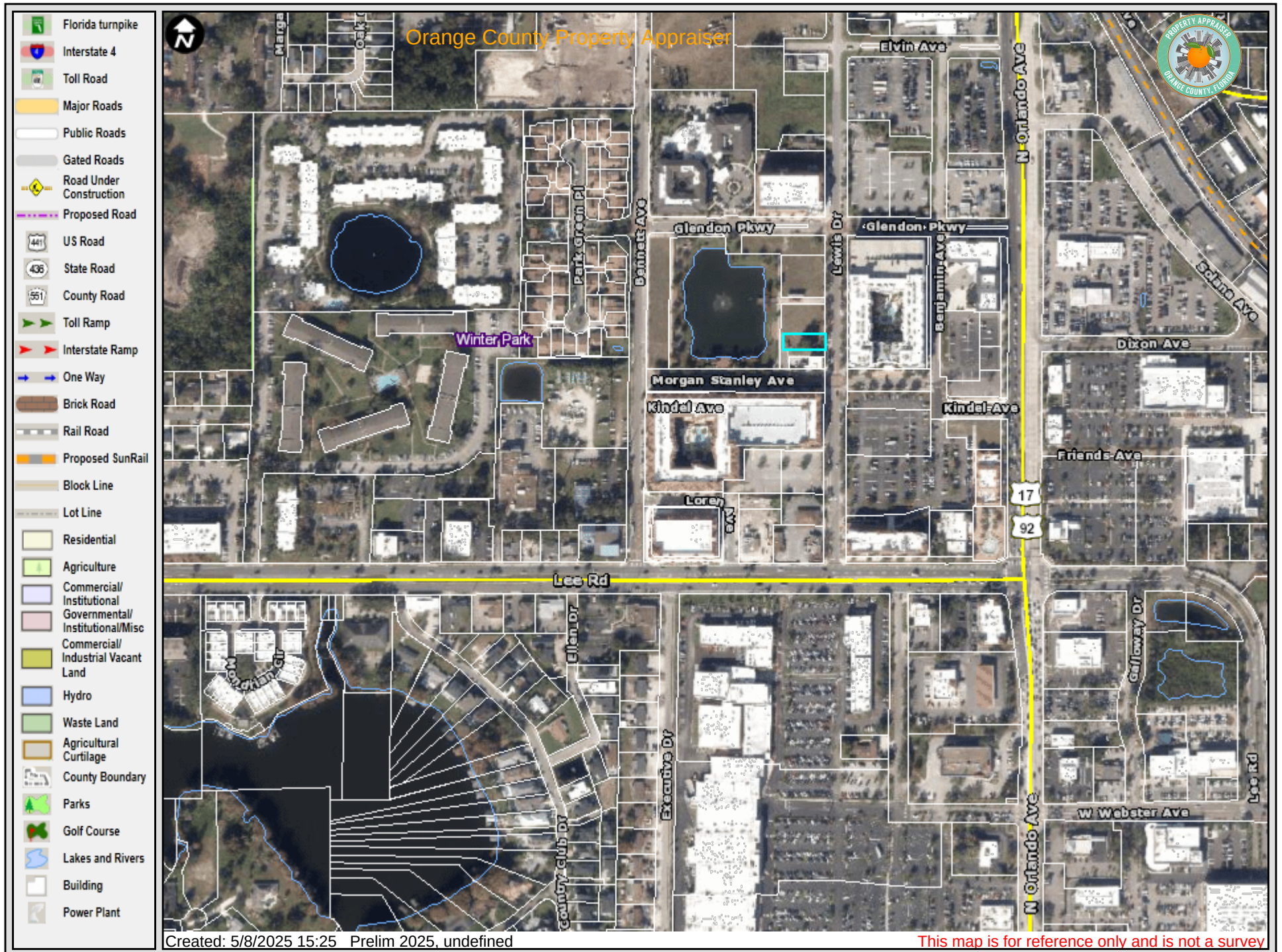
SECTION 2. This Ordinance shall become effective immediately upon the effectiveness of the companion ordinance amending the City of Winter Park Comprehensive Plan to designate the property described in Section 1 of this Ordinance with the Planned Development future land use.

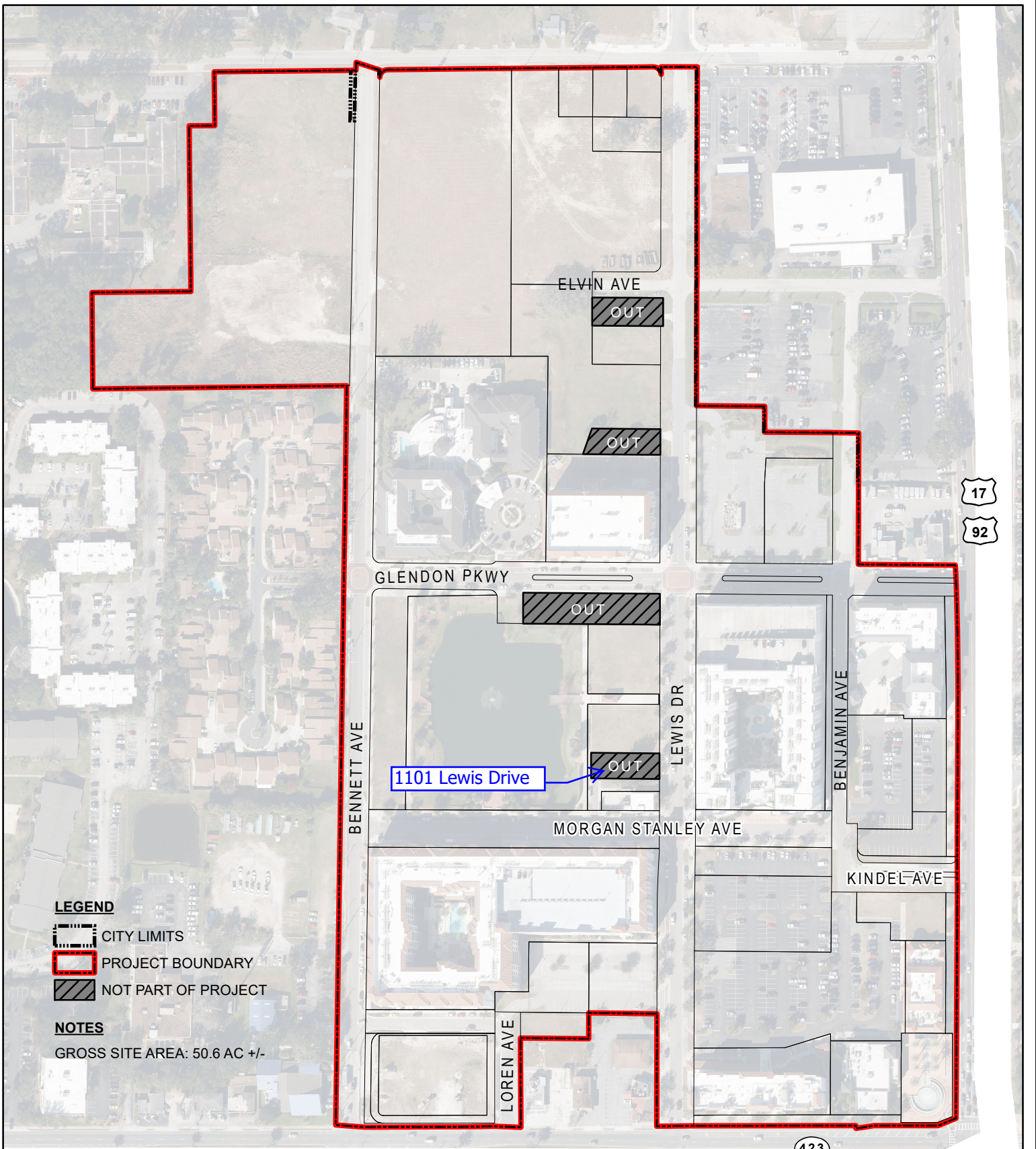
ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this ____ day of _____, 2025.

Attest:

Mayor Sheila DeCiccio

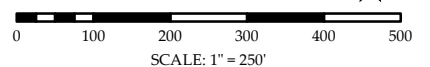
Rene Cranis, City Clerk





RAVAUDAGE LAND USE PLAN WINTER PARK, FLORIDA

**SHEET A-1
PROJECT LOCATION**



**item type**

Public Hearings: Quasi-Judicial Matters

meeting date

June 25, 2025

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Rene Cranis, City Clerk

subject

Request of David Rasmussen:

- Ordinance - Rezoning the property at 2260 Hawick Lane from single-family (R-1A) to low-density residential (R-2) (1st Reading).
- Subdivide the property at 2260 Hawick Lane into three 50-foot-wide lots that meet the minimum lot sizes to build three single-family homes.

motion | recommendation

P&Z recommendation is for approval with the following conditions:

- Preservation of the four front-yard oak trees and the 32-inch oak in the rear of the eastern lot; and the removal of the damaged 42-inch oak tree in the right-of-way in accordance with code requirements.
- Each new parcel must include its own individual lift station and a separate force main discharge line, with individual utility taps installed at the right-of-way, or the applicant shall connect the lots to city sewer, at their own expense.

background

The applicant is requesting to rezone the property located at 2260 Hawick Lane from Single-Family Residential (R-1A) to Low-Density Residential (R-2) and subdivide the existing 150-foot-wide lot into three 50-foot-wide properties, each meeting the minimum lot width and area requirements of the R-2 zoning district. The applicant intends to construct three single-family homes on these newly created lots.

Comprehensive Plan Consistency and Compatibility:

This rezoning request is consistent with the property's Future Land Use designation of Office. However, the proposed single-family residential use is more compatible with the surrounding neighborhood context than office development. Two adjacent properties to the west on Hawick Lane have already been rezoned to R-2 and O-2, while several properties to the south and southwest along Narin Drive are also zoned R-2. The subject property, at 150 feet in

width, is nearly three times the width of the three lots located directly to the east, which range from approximately 50 to 60 feet in width. The proposed 50-foot-wide lots are similar in scale and character to these neighboring properties, providing an appropriate transition from the more intensive office and townhome uses to the west toward the lower-density single-family homes to the east.

Tree Preservation:

The City's Urban Forestry Superintendent has conducted a tree assessment on the property and identified four oak trees located in the front yard and one 32-inch oak tree at the rear of the easternmost proposed lot that are to be preserved. Staff is recommending a condition of approval to ensure the preservation of these trees. Additionally, there is a 42-inch oak tree located within the right-of-way at the front of the lot that has a significant structural break. Due to its condition, this tree may be removed with the appropriate tree removal permit and must be mitigated according to the city's tree protection code.

Utilities:

The existing single-family home on the property is currently served by a septic system, which will be decommissioned and removed as part of the redevelopment. Public sanitary sewer is available along Hawick Lane to the west of the site. The three new homes will be connected to the city's sanitary sewer system. While the plans show one lift station, each new parcel will be required to have an individual and separate lift station, along with a dedicated discharge force main and separate utility taps for each water meter at the right-of-way. Staff is recommending a condition of such.

Summary:

Overall, the proposed rezoning and redevelopment are compatible with the surrounding neighborhood in both use and scale. The project does not request any variances and will incorporate modern stormwater management systems designed to retain stormwater on-site. Additionally, the removal of the septic system and connection to the city's sewer infrastructure will enhance environmental and public health outcomes. Staff recommends approval of this rezoning/lot split request, subject to the following conditions: preservation of the four front-yard oak trees and the 32-inch oak in the rear of the eastern lot; and the removal of the damaged 42-inch oak tree in the right-of-way in accordance with code requirements. Each new parcel must include its own individual lift station and a separate force main discharge line, with individual utility taps installed at the right-of-way.

alternatives | other considerations

fiscal impact

attachments

1. Ord. Zoning _2260 Hawick Lane

2. Location Map
3. Aerial Map
4. FLU Map
5. Zoning Map
6. 2260 Hawick Survey
7. 2260Hawick_C1_Concept_2.18
8. 20250224 2260 Hawick pre-permit Survey UF markup w recs
9. Emails and phone call for 2260 Hawick
10. Signed_Certification of Mailing 2260
11. Example House #1
12. Example House #2
13. Example House #3
14. Example House #4

ORDINANCE XXXX-25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE FROM SINGLE-FAMILY RESIDENTIAL (R-1A) ZONING TO LOW DENSITY RESIDENTIAL (R-2) ZONING ON THE PROPERTY AT 2260 HAWICK LANE, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the City Commission intends to amend the zoning designation on 2260 Hawick Lane in conformance with the Comprehensive Plan Future Land Use designation of said property, and

WHEREAS, on June 3, 2025, the Planning and Zoning Board held a public hearing on the rezoning set forth herein and made a recommendation to the City Commission regarding such rezoning, and

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

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

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

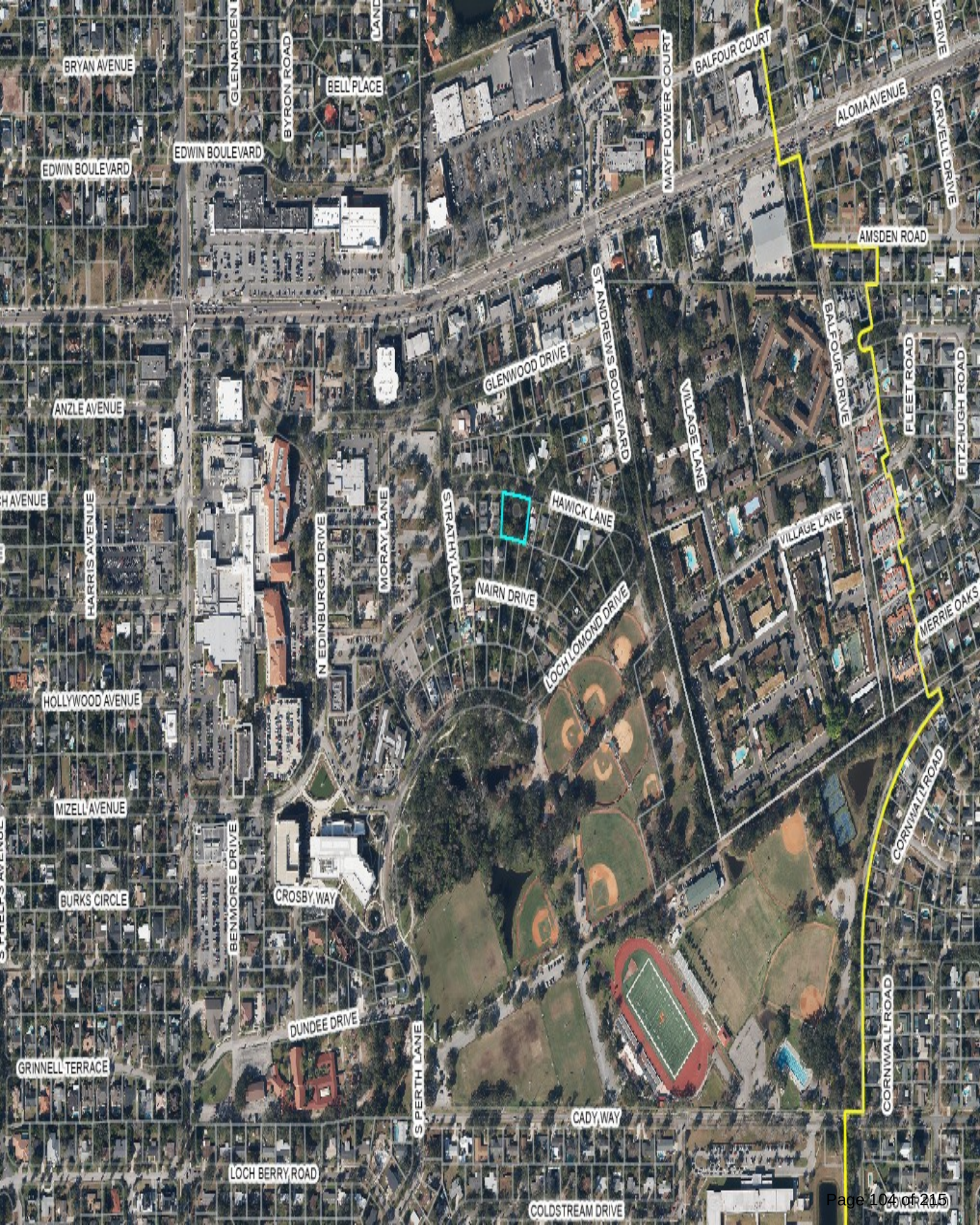
SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the existing zoning designation of Single-Family Residential (R-1A) District to Low Density Residential (R-2) district zoning on the property at 2260 Hawick Lane and more particularly identified with Orange County Parcel ID#09-22-30-0120-13-050 and further identifies as Aloma Section 1, as recorded in Plat Book O, Page 51, and includes the east half of Lot 5 and all of Lots 6 and 7, Block 13 of the Public Records of Orange County, Florida.

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this ____ day of _____, 2025.

Attest:

Mayor Sheila DeCiccio



BRYAN AVENUE

GLENARDEN

BYRON ROAD

BELL PLACE

LAND

MAYFLOWER COURT

BALFOUR COURT

ALOMA AVENUE

CARVELL DRIVE

AMSDEN ROAD

BALFOUR DRIVE

FLEET ROAD

FITZ-HUGH ROAD

MERRIE OAKS

CORNWALL ROAD

CORNWALL ROAD

CADY WAY

COLDSTREAM DRIVE

LOCH BERRY ROAD

S PERTH LANE

DUNDEE DRIVE

CROSBY WAY

BENMORE DRIVE

MIZELL AVENUE

BURKS CIRCLE

GRINNELL TERRACE

HOLLYWOOD AVENUE

HARRIS AVENUE

ANZLE AVENUE

EDWIN BOULEVARD

EDWIN BOULEVARD

GLENWOOD DRIVE

ST ANDREW'S BOULEVARD

VILLAGE LANE

VILLAGE LANE

LOCH LOMOND DRIVE

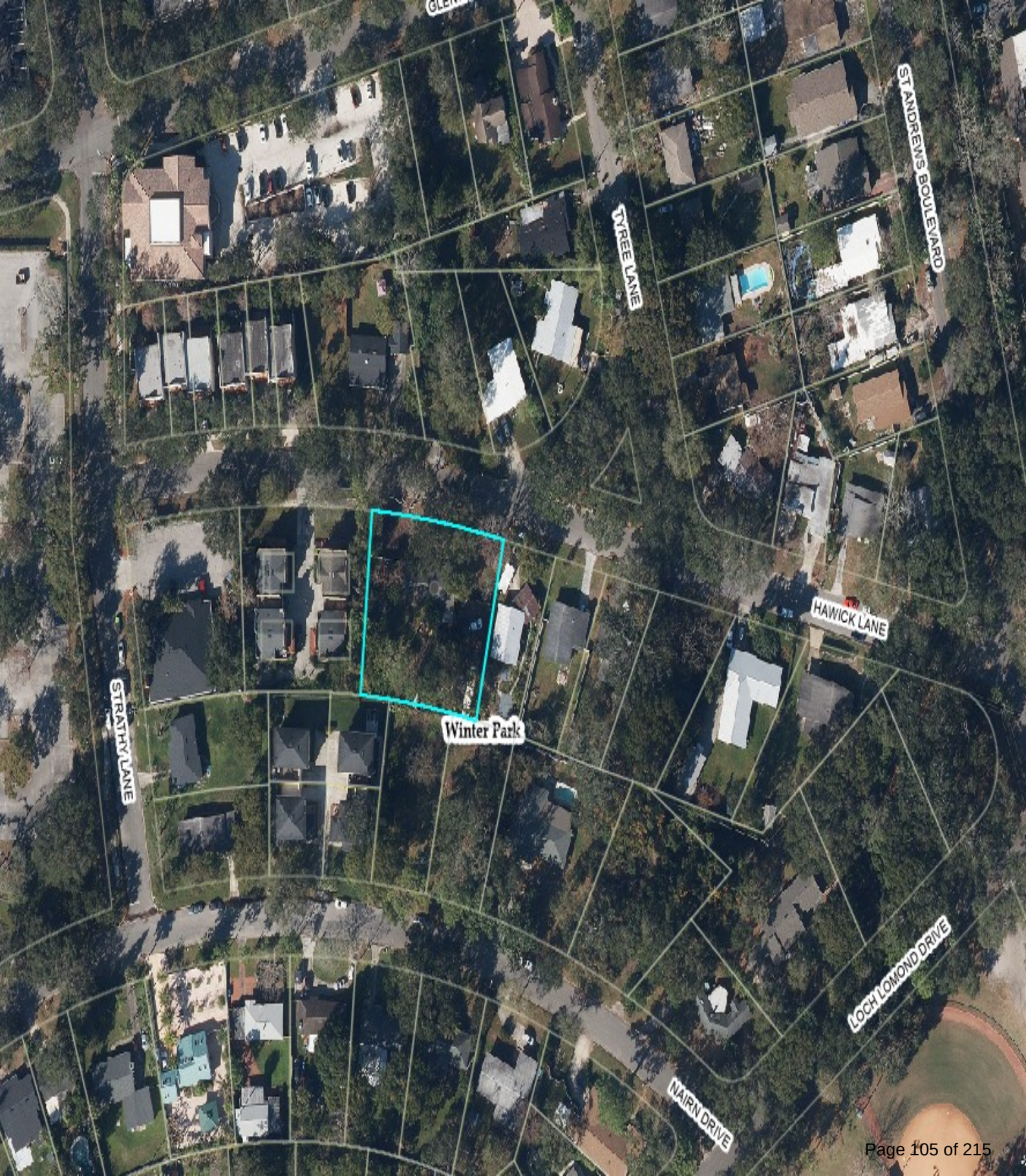
NAIRN DRIVE

HAWICK LANE

STRATHLY LANE

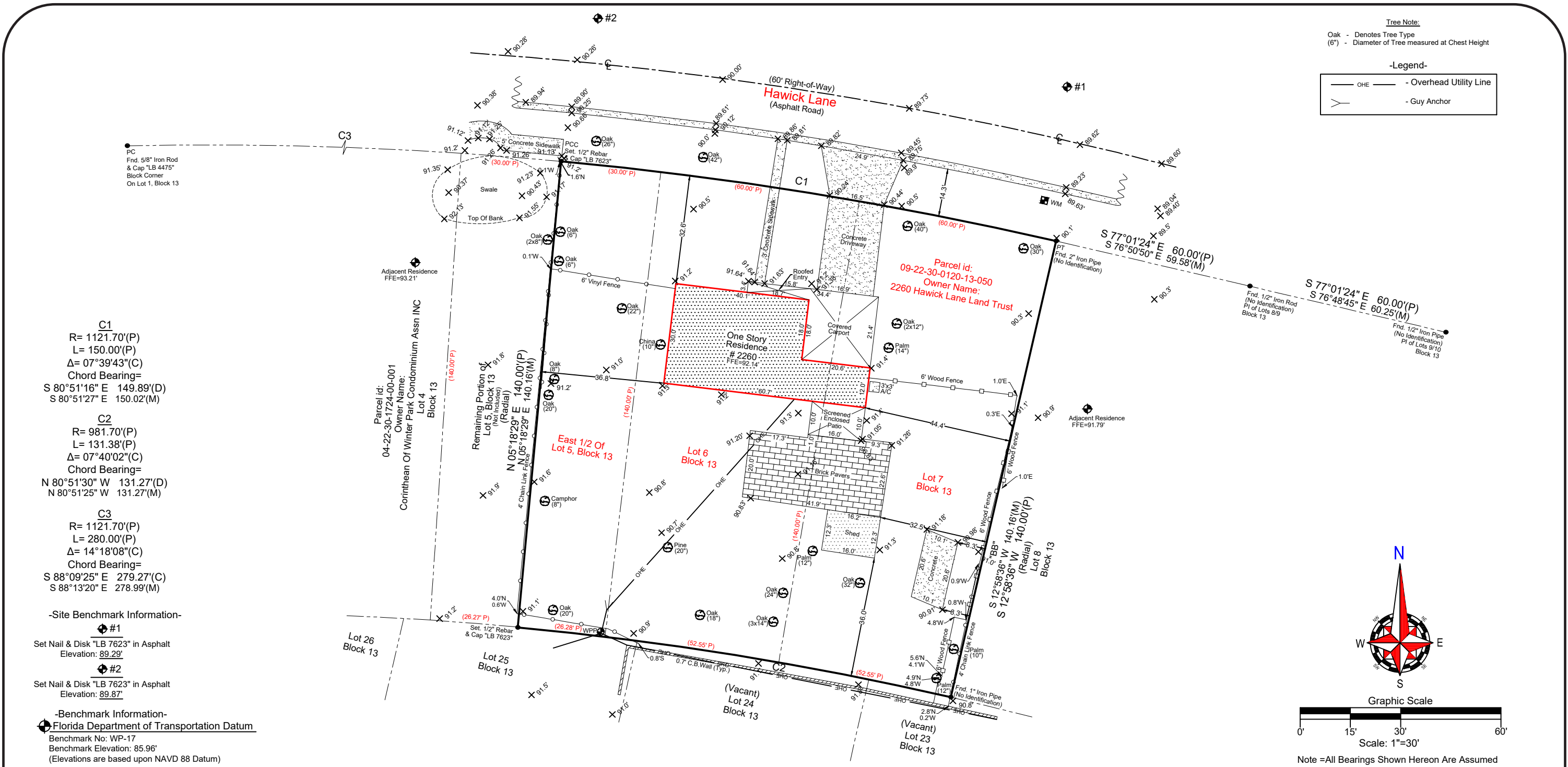
MORAY LANE

N EDINBURGH DRIVE









BOUNDARY & TOPOGRAPHIC SURVEY

Legal Description:
THE EAST 1/2 OF LOT 5 AND ALL OF LOT(S) 6 AND 7, BLOCK 13, ALOMA SECTION 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK O, PAGE 51, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Flood Information:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN CITY OF WINTER PARK, COMMUNITY NUMBER 120188, DATED 2009-09-25.

CERTIFIED TO:
DAVID RASMUSSEN



2260 HAWICK LANE, WINTER PARK, FLORIDA 32792

Field Date: 6/8/2024	Date Completed: 06/12/24
Drawn By: S.T.	File Number: IS-131149
-Legend-	
C - Calculated	PC - Point of Curvature
CL - Centerline	Pg - Page
CB - Concrete Block	PI - Point of Intersection
CM - Concrete Monument	P.O.B. - Point of Beginning
Conc. - Concrete	P.O.L. - Point on Line
D - Description	PP - Power Pole
DE - Drainage Easement	PRM - Permanent Reference Monument
Esmt. - Easement	PT - Point of Tangency
F.E.M.A. - Federal Emergency Management Agency	R - Radius
FFE - Finished Floor Elevation	Rad. - Radial
Fnd. - Found	R&C - Rebar & Cap
IP - Iron Pipe	Rec. - Recovered
L - Length (Arc)	Rfd. - Roofed
M - Measured	Set. - Set 1/2" Rebar & Cap "LB 7623"
N&D - Nail & Disk	Typ. - Typical
N.R. - Non-Radial	UE - Utility Easement
ORB - Official Records Book	WM - Water Meter
P - Plat	Δ - Delta (Central Angle)
P.B. - Plat Book	-O- - Chain Link Fence
- - Wood Fence	

-NOTES-
>Survey is Based upon the Legal Description Supplied by Client.
>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
>Subject to any Easements and/or Restrictions of Record.
>Bearing basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
>Building Ties are NOT to be used to reconstruct Property Lines.
>Fence Ownership is NOT determined.
>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
>Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
>Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to give ANY Rights or Benefits to Anyone Other than those Certified.

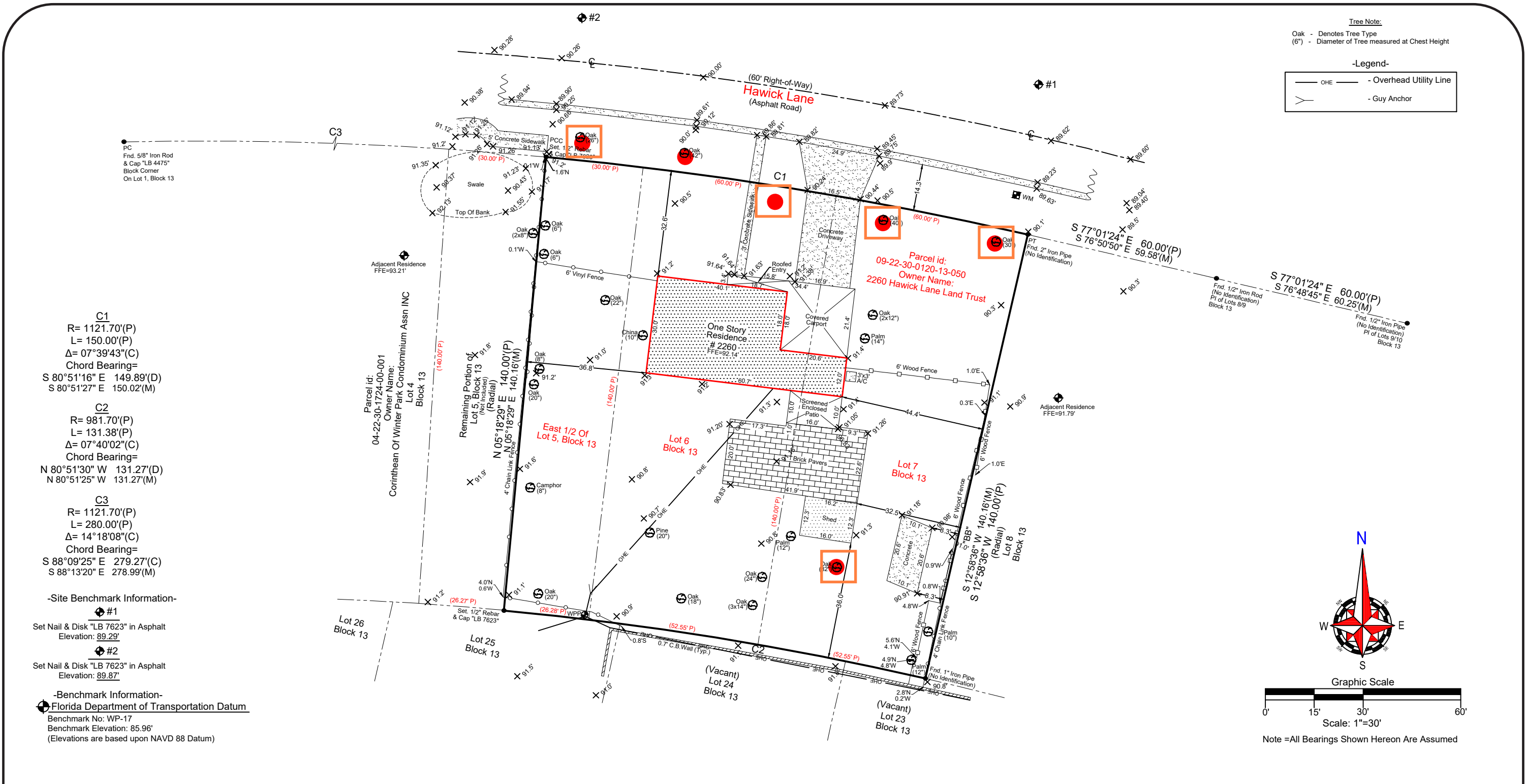
-POINTS OF INTEREST-
NONE VISIBLE

I hereby Certify that this Boundary Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to me as Noted and Conforms to the Standard of Practice for Land Surveying in the State of Florida in accordance with Chapter 5J-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

Patrick K. Ireland
PATRICK K. IRELAND
NO. 6637
STATE OF FLORIDA
PROFESSIONAL LAND SURVEYOR & MAPLE

PATRICK IRELAND 6637
This survey is intended ONLY for the use of said certified parties. This survey is NOT valid without signature and embossed with Surveyors Seal.

Ireland & Associates Surveying, Inc.
800 Currency Circle | Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165



BOUNDARY & TOPOGRAPHIC SURVEY

Legal Description:
THE EAST 1/2 OF LOT 5 AND ALL OF LOT(S) 6 AND 7, BLOCK 13, ALOMA SECTION 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK O, PAGE 51, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Flood Information:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X. THIS PROPERTY WAS FOUND IN CITY OF WINTER PARK, COMMUNITY NUMBER 120188, DATED 2009-09-25.

CERTIFIED TO:
DAVID RASMUSSEN



2260 HAWICK LANE, WINTER PARK, FLORIDA 32792

Field Date: 6/8/2024	Date Completed: 06/12/24																																																																																
Drawn By: S.T.	File Number: IS-131149																																																																																
-Legend- <table><tr><td>C</td><td>- Calculated</td><td>PC</td><td>- Point of Curvature</td></tr><tr><td>CL</td><td>- Centerline</td><td>Pg</td><td>- Page</td></tr><tr><td>CB</td><td>- Concrete Block</td><td>PI</td><td>- Point of Intersection</td></tr><tr><td>CM</td><td>- Concrete Monument</td><td>P.O.B.</td><td>- Point of Beginning</td></tr><tr><td>Conc.</td><td>- Concrete</td><td>P.O.L.</td><td>- Point on Line</td></tr><tr><td>D</td><td>- Description</td><td>PP</td><td>- Power Pole</td></tr><tr><td>DE</td><td>- Drainage Easement</td><td>PRM</td><td>- Permanent Reference Monument</td></tr><tr><td>Esmt.</td><td>- Easement</td><td>PT</td><td>- Point of Tangency</td></tr><tr><td>F.E.M.A.</td><td>- Federal Emergency Management Agency</td><td>R</td><td>- Radius</td></tr><tr><td>FFE</td><td>- Finished Floor Elevation</td><td>Rad.</td><td>- Radial</td></tr><tr><td>Fnd.</td><td>- Found</td><td>R&C</td><td>- Rebar & Cap</td></tr><tr><td>IP</td><td>- Iron Pipe</td><td>Rec.</td><td>- Recovered</td></tr><tr><td>L</td><td>- Length (Arc)</td><td>Rfd.</td><td>- Roofed</td></tr><tr><td>M</td><td>- Measured</td><td>Set</td><td>- Set 1/2" Rebar & Cap "LB 7623"</td></tr><tr><td>N&D</td><td>- Nail & Disk</td><td>Rebar</td><td></td></tr><tr><td>N.R.</td><td>- Non-Radial</td><td>Typ.</td><td>- Typical</td></tr><tr><td>ORB</td><td>- Official Records Book</td><td>UE</td><td>- Utility Easement</td></tr><tr><td>P</td><td>- Plat</td><td>WM</td><td>- Water Meter</td></tr><tr><td>P.B.</td><td>- Plat Book</td><td>Δ</td><td>- Delta (Central Angle)</td></tr><tr><td>□</td><td>- Wood Fence</td><td>—O—</td><td>- Chain Link Fence</td></tr></table>		C	- Calculated	PC	- Point of Curvature	CL	- Centerline	Pg	- Page	CB	- Concrete Block	PI	- Point of Intersection	CM	- Concrete Monument	P.O.B.	- Point of Beginning	Conc.	- Concrete	P.O.L.	- Point on Line	D	- Description	PP	- Power Pole	DE	- Drainage Easement	PRM	- Permanent Reference Monument	Esmt.	- Easement	PT	- Point of Tangency	F.E.M.A.	- Federal Emergency Management Agency	R	- Radius	FFE	- Finished Floor Elevation	Rad.	- Radial	Fnd.	- Found	R&C	- Rebar & Cap	IP	- Iron Pipe	Rec.	- Recovered	L	- Length (Arc)	Rfd.	- Roofed	M	- Measured	Set	- Set 1/2" Rebar & Cap "LB 7623"	N&D	- Nail & Disk	Rebar		N.R.	- Non-Radial	Typ.	- Typical	ORB	- Official Records Book	UE	- Utility Easement	P	- Plat	WM	- Water Meter	P.B.	- Plat Book	Δ	- Delta (Central Angle)	□	- Wood Fence	—O—	- Chain Link Fence
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-NOTES-
>Survey is Based upon the Legal Description Supplied by Client.
>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
>Subject to any Easements and/or Restrictions of Record.
>Bearing basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
>Building Ties are NOT to be used to reconstruct Property Lines.
>Fence Ownership is NOT determined.
>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
>Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
>Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to give ANY Rights or Benefits to Anyone Other than those Certified.

-POINTS OF INTEREST-
NONE VISIBLE

I hereby Certify that this Boundary Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to me as Noted and Conforms to the Standard of Practice for Land Surveying in the State of Florida in accordance with Chapter 5J-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

Patrick K. Ireland
PATRICK K. IRELAND
NO. 6637
STATE OF FLORIDA
PROFESSIONAL LAND SURVEYOR & MAPLE

PATRICK IRELAND 6637
This survey is intended ONLY for the use of said certified parties. This survey is NOT valid without signature and embossed with Surveyors Seal.

LB: 7623

Ireland & Associates Surveying, Inc.
800 Currency Circle | Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

Email #1 about 2260 Hawick

On Apr 9, 2025, at 7:04 AM, Scott A. Stuart <SAS Stuart@kcgcorp.com> wrote:

David / Michael, good morning,

My name is Scott Stuart, I am the owner of 2231 Hawick across the street from your 2260 property.

I am aware of your rezoning application and received the letter regarding the Community engagement meeting for Tuesday morning 4/15.

I had previously emailed Allison McGillis at WP Planning and mentioned no objection to the application. But that meeting was postponed in anticipation of the community meeting of course.

I was curious if your plan was to sell the three lots individually or do you intend to sell the three as one package. Or perhaps you are developing yourself?

Is there a plan already for what type of houses you have in mind? Single story / two story ? any renderings perhaps?

If you have any details that you can share with me, I would be most grateful as I am considering a future scenario of demo / rebuild on my property as well.

Thanks very much and good luck with your project!

Scott

321-662-7449

Our reply:

Good morning Scott ,

At this time we have no further development plans for the property other than preparing the site for rezoning

We will soon demolish the existing structure and grade the site level

Soon the 3 lots will be offered for sale as a package,,,,, almost certainly the homes will be 2 level,

Best,

David

Scott's reply:

Very good, thanks for the info. One more question, not sure if you have investigated this far but I assume you will abandon existing septic...

Is there a city force main for new sewer you can tap into or will you have to run a new gravity line / with a new lift station for your three lots?

Thanks!

Scott

Our reply:

Hello Scott,

First look is that we will be installing a new private lift station onsite, and force main to existing manhole on North side of Hawick

This plan could change with further investigation.

Email #2 about 2260 Hawick

Good Morning,

My name is Hugo and I am the owner of 2221 Hawick Lane. Received the mail regarding the meeting and although I am unable to make it, I wanted to let you know I agree with your move to rezone the lot into smaller lots for developments. Just wanted to let you know I agree with the move and have no reason to object.

Cheers,

Hugo Basterrechea
904-312-3421

Our reply:

Received,

Thank you Hugo, you can follow the rezone process thru the City of WP development department.

In the event you have any further questions , feel free to contact me.

Best,

David

Phone call for Hawick

Michael Rasmussen fielded the phone call. The lady on the phone did not say her name but said she was a neighbor in the area. She asked the following questions:

- 1) What is at the property now?
-Michael answered that there is a single family house that is soon to be demolished
- 2) What is going to go on the property?
Michael answered that the proposed development would most likely be 3 single family detached house.
- 3) Will each house have their own driveway?
Michael answered that as the proposed plans showed now, Yes each house would have there own driveway. Michael also mentioned to her that we are just land seller, not builders.
- 4) Are you guys the owners of the property between this subject property on Nairn.
Michael answered "No"

Certification of Community Engagement Notice Mailing

I, David Rasmussen, as the applicant and representative for the proposed 2260 Hawick Lane Rezoning Project, hereby certify that on this 31st day of March, 2025, a true and correct copy of the "Community Engagement Meeting Notice," marked Exhibit "A", attached hereto and incorporated herein by reference, was mailed to those referenced in Exhibit "B" in accordance with the requirements set forth in the City of Winter Park, Chapter 58, Article III, Planning and Zoning, Section 58-89(c)(2).

I further certify that the addresses shown in Exhibit "B" represent the true addresses of the owners of record of property located within 500 feet of 2260 Hawick Lane, Winter Park, FL 32789, as determined by the City of Winter Park.

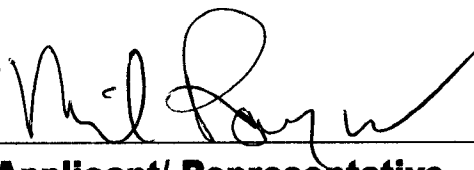
By:  Date: 4/2/25
Signature of Applicant/ Representative

Exhibit "A"

Community Engagement Meeting Notice

March 24, 2025

Dear Neighbors,

We are writing to invite you to a community engagement meeting to discuss the upcoming improvement and rezoning of 2260 Hawick Lane, Winter Park, Florida 32789 as applied for with the City of Winter Park Planning and Zoning Department.

Community Engagement Meeting Details:

- **Date:** April 15, 2025
- **Time:** 9:00a.m. – 10:00a.m.
- **Location:** First Congregational Church of Winter Park
225 S Interlachen Ave, Winter Park, FL 32789

Attendees Entrance:
Through Fellowship Hall Facing New England Avenue

Agenda:

To present and encourage neighbors an opportunity to discuss any concerns related to the proposed rezoning of the property located at 2260 Hawick Lane from single-family (R-1A) to low-density residential (R-2) and subdivide the property into three (3) 50-foot-wide lots that meet the minimum lot sizes to build three (3) single-family homes.

City of Winter Park Meeting Details:

- **Date:** June 03, 2025 Planning & Zoning Meeting
- **Date:** June 25, 2025 1st Reading at City Commission
- **Date:** July 09, 2025 2nd Reading at City Commission

Contact Information:

David Rasmussen
Post Office Box 947869, Maitland, FL 32794
321-262-9596 (Michael Rasmussen)
David_winterpark@yahoo.com

Exhibit "B"

D. Rasmussen
2260 Hawick Lane Land Trust
Post Office Box 948427
Maitland FL 32794-8427

2340 GLENWOOD DRIVE LLC
VIRDI MONJIT
1461 SUNSET DR
WINTER PARK, FL 32789

ADVENTIST HEALTH
SYSTEM/SUNBELT INC
600 E ROLLINS ST
ORLANDO, FL 32803

ALDK4 LLC
3067 CECELIA DR
FOREST CITY, FL 32703

ARNETT TERESA R
105 WHITECAPS CIR
MAITLAND, FL 32751

BAKER DEBORAH L
BAKER CHRISTY L
202 TYREE LN
WINTER PARK, FL 32792

BARRETO FELIPE SILVA
MINOGA RENATA
2225 LOCH LOMOND DR
WINTER PARK, FL 32792

BASTERRECHEA HUGO R
730 GILBERT RD
WINTER PARK, FL 32792

BLANCO BASILIO M LIFE ESTATE
BLANCO LAUDELINA J LIFE ESTATE
PO BOX 560458
ORLANDO, FL 32856

CADY WAY COTTAGES LLC
123 E MORSE BLVD
WINTER PARK, FL 32789

CAMPOS DANIEL
CAMPOS CHRISTIAN
2272 NAIRN DR
WINTER PARK, FL 32792

CARVALHO RUFINO STEFANY B
2245 NAIRN DR
WINTER PARK, FL 32792

CITY CORE HOLDINGS LLC
2408 FORFARSHIRE DR
WINTER PARK, FL 32792

COCO PLATS LLC
300 OCEAN FOREST DR
SAINT AUGUSTINE, FL 32080

CONISKI HELEN J TR
2292 HAWICK LN
WINTER PARK, FL 32792

CORINTHEAN OF WINTER PARK
CONDOMINIUM ASSN INC
14 S BUMBY AVE
ORLANDO, FL 32803

COUCH ALEX RAY
COUCH NICOLE MEE YOUNG
2271 NAIRN DR
WINTER PARK, FL 32792

CUSIMANO ASHLEY MARIE
CUSIMANO JOSEPH GUY
211 SAINT ANDREWS BLVD
WINTER PARK, FL 32792

EDGAR J STEWART
2266 NAIRN DR
WINTER PARK, FL 32792

FITSIMONES TIMOTHY FRANCIS
FITSIMONES ROBIN LESLIE
1200 HARDING ST
WINTER PARK, FL 32789

FPV LLC
1211 WOODMERE DR
WINTER PARK, FL 32789

GIMENEZ CHONA MARIE ALBURO
GIMENEZ NOVY ALMODIEL
2120 NAIRN DR
WINTER PARK, FL 32792

GOULDER JANICE MARIE
2254 NAIRN DR
WINTER PARK, FL 32792

GRABE RICHARD G
GRABE WINNONA M
2211 LOCH LOMOND DR
WINTER PARK, FL 32792

GREENROSE PROPERTIES LLC
2606 PARK PLACE DR
WINTER PARK, FL 32789

GRELLIA HARRY
LAPOINTE COREY J
2131 LOCH LOMOND DR
WINTER PARK, FL 32792

HALL RICHARD FREDERICK
HALL ELIZABETH MABEL
2211 HAWICK LN
WINTER PARK, FL 32792

HESSIAN ALEXANDER LLC
807 W MORSE BLVD STE 105
WINTER PARK, FL 32789

HR ACQUISITION I CORP
PO BOX 92129
SOUTHLAKE, TX 76092

J MINE PROPERTIES LLC
2405 W PRINCETON ST UNIT 2
ORLANDO, FL 32804

JERRY A MENTER TRUST
2305 HAWICK LN
WINTER PARK, FL 32792

KARAM ALFREDO JESUS LIFE
ESTATE
REM: ADRIAN KARAM
2251 NAIRN DR
WINTER PARK, FL 32792

KHAN RIZWAN
7572 WANDERING WAY
ORLANDO, FL 32836

KHOURY FAMILY TRUST
3406 LINDA VISTA TER
FALLBROOK, CA 92028

KO-AM REALTY L L C
2225 GLENWOOD DR
WINTER PARK, FL 32792

KOHN ELIANE JAMMAL
2238 HAWICK LN
WINTER PARK, FL 32792

LENTZ DAVID P
WILLIAMS DAVID W
1003 BIRKDALE TRL
WINTER SPRINGS, FL 32708

LINDA J MURPHY TRUST
9919 NW 240TH TER
ALACHUA, FL 32615

LOPEZ MAURICIO BERRIZBEITIA
GONZALEZ SILVIA E AZUAJE
2272 HAWICK LN
WINTER PARK, FL 32792
MARZLOCK DAWN MARIE LIFE ESTATE
REM: JUSTIN DAVID TIMOTHY
MARZLOCK
2223 LOCH LOMOND DR
WINTER PARK, FL 32792

MADSEN SARAH E
2280 HAWICK LN
WINTER PARK, FL 32792

MANDELL JEFF
2203 HAWICK LN
WINTER PARK, FL 32792

MCILRATH REVOCABLE TRUST
2240 NAIRN DR
WINTER PARK, FL 32792

MILTON PAUL H
207 SAINT ANDREWS BLVD
WINTER PARK, FL 32792

MOORE ROBERT L LIFE ESTATE
MOORE DARLA M LIFE ESTATE
2313 HAWICK LN
WINTER PARK, FL 32792

NARRAIDOO CECILIA V
209 SAINT ANDREWS BLVD
WINTER PARK, FL 32792

NATIONAL BANK OF COMMERCE
PO BOX 1287
ORANGEBURG, SC 29116

NIEVES MAIDA
2270 HAWICK LN
WINTER PARK, FL 32792

NORDMAN RICHARD
215 SAINT ANDREWS BLVD
WINTER PARK, FL 32792

PEDOTA MARIA EUGENIA
2241 NAIRN DR
WINTER PARK, FL 32792

PFALZ ANDREW
2255 LOCH LOMOND DR
WINTER PARK, FL 32792

PRUITT FRANK C
PRUITT CINDY J
1774 TAYLOR AVE
WINTER PARK, FL 32789

PURSWANI TERRENCE
2205 HAWICK LN
WINTER PARK, FL 32792

RASMUSSEN DAVID R
1460 HOLTS GROVE CIR
WINTER PARK, FL 32789

READ ALEXANDER
1910 ENGLEWOOD RD
WINTER PARK, FL 32789

RHOADES DONNA
2303 HAWICK LN
WINTER PARK, FL 32792

ROEN HAL LOUIS
ROEN MARGARET T
2209 HAWICK LN
WINTER PARK, FL 32792

ROSSI REAL ESTATE HOLDINGS LLC
1243 PRESERVE POINT DR
WINTER PARK, FL 32789

ROY BRUNO
ROY LOUISE
2311 LOCH LOMOND DR
WINTER PARK, FL 32792

SAAAJ ENTERPRISES LLC
780 PINETREE RD
WINTER PARK, FL 32789

SAAAJ ENTERPRISES LLC
1560 CARDINAL CT
WINTER PARK, FL 32789

STRATHY LLC
218 STRATHY LN
WINTER PARK, FL 32792

THOMPSON LAYNE
DINATALE MATTHEW
2140 NAIRN DR
WINTER PARK, FL 32792

TRANS AM SFE II LLC
5001 PLAZA ON THE LK STE 200
AUSTIN, TX 78746

WILLIAMS DAVID
209 TYREE LN
WINTER PARK, FL 32792

YAO YUSHENG
XU MIN
2207 HAWICK LN
WINTER PARK, FL 32792

SHORKEY JAMES E
SHORKEY MARIA
205 SAINT ANDREWS BLVD
WINTER PARK, FL 32792

STUART SCOTT A
333 CORNWALL RD
WINTER PARK, FL 32792

TOTINO GIUSEPPE
ACUNA PIZARRO ISABEL
ALEJANDRA
2255 NAIRN DR
WINTER PARK, FL 32792

WALKER GEOFFREY
205 TYREE LN
WINTER PARK, FL 32792

WILLIAMS DAVID
209 TYREE LN
WINTER PARK, FL 32792

ZURAWSKI GREGORY J
2200 NAIRN DR
WINTER PARK, FL 32792

STEVENSON REYES AIMEE
MICHELLE
REYES MICHAEL JOSEPH
213 ST ANDREWS BLVD
WINTER PARK, FL 32792

TENUTO JOHN P LIFE ESTATE
REM: KRISTINE L ANDERS
2221 LOCH LOMOND DR
WINTER PARK, FL 32792

TRABOLD FREDERICK W III
2227 LOCH LOMOND DR
WINTER PARK, FL 32792

WATKINS JOHN
2250 NAIRN DR
WINTER PARK, FL 32792

WILLIS TAYLOR
204 TYREE LN
WINTER PARK, FL 32792

17

77 provided
76 Mailed -

16 total









**item type**

Public Hearings: Quasi-Judicial Matters

meeting date

June 25, 2025

prepared by

Nicholas Lewis, Planner II

approved by

Rene Cranis, City Clerk

subject

Request of Cory Kroeger::

- Ordinance - Annexing approximately 0.50 acres of real property located at 874 Jackson Avenue. (1st Reading)
- Ordinance - Establishing Commercial Future Land Use on the annexed property and to indicate the annexation on the other maps within the Comprehensive Plan. (1st Reading)
- Ordinance - Establishing Commercial (C-3) zoning on the annexed property. (1st Reading)

motion | recommendation

Planning and Zoning Board recommendation is for approval.

background

The property owner, Cory Kroeger, has submitted a request for voluntary annexation of the property located at 874 Jackson Avenue, from unincorporated Orange County into the City of Winter Park. As part of the annexation process, the City must assign both a Future Land Use designation and zoning classification to the property.

Currently, the property carries a Commercial Future Land Use designation and is zoned Commercial (C-3) under Orange County's jurisdiction. Upon annexation, the City intends to apply its own Commercial Future Land Use designation and C-3 zoning to maintain consistency.

This site is located within the Annexation Reserve Area #3 as outlined in the City's Comprehensive Plan, and it falls within the Joint Planning Area shared by the City and Orange County. This strategic area supports intergovernmental coordination and the annexation of unincorporated enclaves such as this property, which is surrounded by Winter Park.

Regarding redevelopment, the site is currently undeveloped and being used for the storage of

commercial vehicles. The owner intends to sell the parcel, and the new owners intend to continue the existing use.

alternatives | other considerations

fiscal impact

attachments

1. Annexation Ord. for 874 Jackson Avenue
2. Ord. Comp. Plan_FLU 874 Jackson Ave
3. Ord. Zoning _874 Jackson Ave
4. 874 Jackson Ave - Annex Map

ORDINANCE 3338-25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 0.50 ACRES OF REAL PROPERTY LOCATED AT 874 JACKSON AVENUE, AS MORE SPECIFICALLY DESCRIBED HEREIN, INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF WINTER PARK; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY OF WINTER PARK JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property owner of 874 Jackson Avenue has requested the City enact a voluntary annexation, also identified by Orange County Tax Parcel ID: 12-22-29-2136-02-050; and

WHEREAS, the City of Winter Park has determined that 874 Jackson Avenue is reasonably compact and contiguous to the municipal limits of the City of Winter Park, that said annexation will not result in the creation of an enclave and meets the prerequisites and standards set forth in Section 171.044, Fla. Stat., for voluntary annexation into the City of Winter Park; and

WHEREAS, the City of Winter Park has provided adequate notice required by general law for this annexation and has conducted the required public hearing prior to the adoption of this Ordinance; and

WHEREAS, the City Commission of the City of Winter Park finds that said annexation is in accordance with the requirements of Florida law and is in the best interest of the City and its residents.

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

SECTION 1: *Recitals.* The above "Whereas" clauses are true and correct and constitute legislative findings of the City of Winter Park City Commission and are incorporated herein by this reference.

SECTION 2: *Property Annexed.* That, after conducting two public hearings and having found that the Owners' petition for voluntary annexation of 874 Jackson Avenue (Orange County Tax Parcel ID: 12-22-29-2136-02-050) meets the prerequisites and standards for annexation under general law and is further legally defined below and as shown on the map attached hereto as Exhibit "A" is hereby annexed into the municipal boundaries of the City of Winter Park.

Legal description: A PORTION OF LOT 5, BLOCK "B", LOTS 6, 7, BLOCK "B" AND A 25.00 FOOT WIDE DRAINAGE EASEMENT, PER THE PLAT OF DORIS PARK, RECORDED IN PLAT BOOK S, PAGE 116 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SITUATED WITHIN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA.

SECTION 3: *Effect of Annexation.* That the City of Winter Park, shall have all of the power, authority, and jurisdiction over and within the area as described in Section 2 hereof, and the inhabitants thereof, and property therein, as it does and have over its present corporate limits and laws, ordinances, and resolutions of said City shall apply and shall have equal force and effect

as if all territory had been part of said City at the time of the passage of such laws, ordinances, and resolutions.

SECTION 4: *Apportionment of Debts and Taxes.* Pursuant to § 171.061, Fla. Stat., the area annexed to the City shall be subject to all taxes and debts of the City upon the effective date of annexation. However, the annexed area shall not be subject to municipal ad valorem taxation for the current year if the effective date of the annexation falls after the City levies such tax.

SECTION 5: *Instructions to Clerk.* Within seven (7) days following the adoption of this Ordinance, the City Clerk or her designee is directed to file a copy of this Ordinance with the clerk of the circuit court and the chief administrative officer of Orange County as required by § 171.044(3), Fla. Stat.

SECTION 6: *Severability.* Should any portion of this Ordinance be held invalid, then such portions as are not declared invalid shall remain in full force and effect.

SECTION 7: *Effective Date.* This Ordinance shall become effective after its adoption at its second reading.

ADOPTED this _____ day of _____, 2025, by the City Commission of the City of Winter Park, Florida.

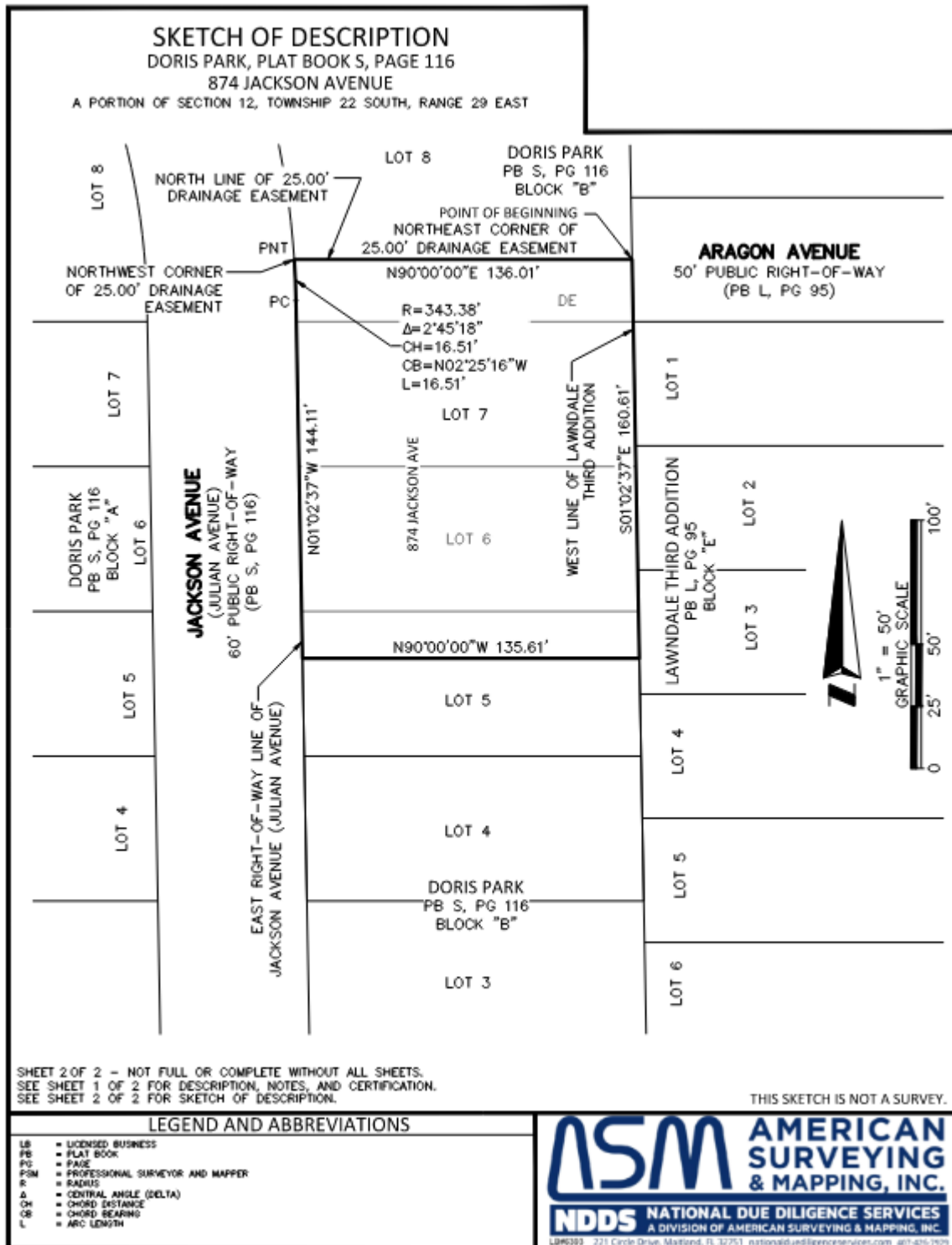
APPROVED:

Sheila DeCiccio, Mayor

ATTEST:

Rene Cranis, City Clerk

Exhibit "A"



ORDINANCE XXXX-25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO ESTABLISH COMMERCIAL FUTURE LAND USE ON THE ANNEXED PROPERTY AT LOCATED AT 874 JACKSON AVENUE AND TO INDICATE THE ANNEXATION ON THE OTHER MAPS WITHIN THE COMPREHENSIVE PLAN, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the City of Winter Park has officially annexed the property more particularly described below in compliance with Chapter 171, Florida Statutes, and

WHEREAS, the City Commission intends to amend its Comprehensive Plan to establish a municipal Comprehensive Plan Future Land Use map designation as a small-scale amendment to the Comprehensive Plan, and

WHEREAS, on June 3, 2025, the Planning and Zoning Board held a public hearing on the proposed Future Land Use map amendment set forth herein and made a recommendation to the City Commission concerning the same, and

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

NOW THEREFORE BE IT ENACTED, AS FOLLOWS:

SECTION 1. That, Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" Future Land Use plan map is hereby amended so as to establish a Commercial Future Land Use designation on the annexed property at 874 Jackson Avenue, and that all other maps in the Comprehensive Plan reflect the annexation of this property into the City of Winter Park, said property being more particularly described as Orange County Tax Parcel ID: 12-22-29-2136-02-050.

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this ____ day of _____, 2025.

Mayor Sheila DeCiccio

Attest:

Rene Cranis, City Clerk

ORDINANCE XXXX-25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO ESTABLISH COMMERCIAL (C-3) ZONING ON THE ANNEXED PROPERTY AT 874 JACKSON AVENUE, MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on June 3, 2025, the Planning and Zoning Board held a public hearing on the proposed zoning map amendment set forth herein and made a recommendation of approval to the City Commission; and

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

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

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to establish Commercial (C-3) district zoning on the annexed property at 874 Jackson Avenue, more particularly described at Orange County Parcel ID: 12-22-29-2136-02-050.

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

ADOPTED this _____ day of _____, 2025, by the City Commission of the City of Winter Park, Florida.

APPROVED:

Mayor Sheila DeCiccio

ATTEST:

Rene Cranis, City Clerk



ANNEXATION AREA

874 Jackson Avenue

City of Winter Park
Florida



**item type**

Public Hearings: Non Quasi-Judicial Matters

meeting date

June 25, 2025

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Rene Cranis, City Clerk

subject

Ordinance - Amending Chapter 58 "Land Development Code", Article III, "Zoning Regulations" Subsection 58-71 through 58-83 so as to add provisions relating to the adoption of updated design standards for the Central Business District/West New England Avenue, Morse Boulevard, and the Orange Avenue Overlay District (1st Reading).

motion | recommendation

- P&Z Board recommendation is for approval of the Design Standards without the contemporary architecture allowance.
- Design Guidelines Ad-Hoc Committee recommendation is for approval of the Design Standards with the contemporary architecture allowance included.

background

The proposed Ordinance amends Chapter 58 of the Winter Park Land Development Code to formally adopt updated architectural design standards for properties located within the Central Business District designated area (including portions of Hannibal Square), along with the Morse Boulevard designated area, and the Orange Avenue Overlay (OAO) District. These standards are the result of a collaborative effort by the Design Guidelines Ad-Hoc Committee, Planning and Zoning staff, and the city's Urban Design Advisor, Alex Stringfellow. The goal of this initiative is to preserve the historic and pedestrian-friendly character of Winter Park while promoting thoughtful, high-quality design. The new standards provide specific and enforceable requirements for façade composition, material usage, fenestration, building massing, architectural style, and frontage types, ensuring that new development and renovations are contextually compatible and aesthetically appropriate.

These updated Design Standards will apply to all new construction and exterior renovations, including building façades, awnings, and signage, within the designated areas. To obtain a building permit, applicants must submit detailed elevation drawings, material specifications, a design narrative, and other supporting documentation demonstrating compliance with the adopted standards. All applicable projects will be reviewed by the Planning and Zoning

Department in coordination with the city's Urban Design Advisor. Staff may approve, conditionally approve, or deny an application based on conformity with the design standards. Applicants have the right to appeal departmental decisions to the Planning and Zoning Board, which serves as the final decision-making authority for such appeals unless further land development approvals are required.

For projects that exceed conditional use thresholds, additional requirements apply. These larger or more impactful proposals must undergo a comprehensive public review process, including appearances before the Planning and Zoning Board and final approval by the City Commission. These projects must also provide 3D architectural renderings, context studies, and design intent materials to demonstrate compatibility with Winter Park's character and surroundings. These updated Design Standards support the City's broader goals of urban beautification, architectural continuity, and sustainable growth.

Attached are two versions of the Design Standards—one that includes contemporary architecture as a permitted style, and one that does not. The Design Guidelines Ad-Hoc Committee voted in favor of including contemporary architecture as an allowable style within the OAO. In contrast, the Planning & Zoning Board supported the version that excludes contemporary architecture in all districts. However, under this version, applicants may still propose a contemporary design, which would be evaluated for compatibility on a case-by-case basis by the Planning & Zoning Board and ultimately the City Commission.

alternatives | other considerations

fiscal impact

Business Impact Estimate: The following Business Impact Estimate was prepared in accordance with section 166.041(4), F.S. This Estimate may be revised following its initial posting.

Summary of ordinance and statement of public purpose to be served:

This ordinance establishes and adopts updated architectural design standards and facade treatment requirements across key commercial and mixed-use areas within the City of Winter Park, specifically affecting properties within the Central Business District/Hannibal Square, Morse Boulevard designated area, and the Orange Avenue Overlay District. The intent is to promote high-quality design, protect community character, and ensure architectural consistency throughout these prominent corridors.

Estimated direct impact of this Ordinance on private, for-profit businesses in the City of Winter Park, if any:

Businesses undergoing construction, renovation, or exterior remodeling may experience impacts related to design compliance, including the need to use specific materials, adhere to facade articulation requirements, and receive design approval from the Planning and Zoning Department or other advisory boards. While these requirements may increase short-term planning and design obligations, they also offer long-term benefits such as increased property

values, stronger business district identity, and enhanced marketability. Penalties for non-compliance or unauthorized changes may include denial of permits or variances. For businesses that comply, the ordinance promotes clarity, predictability, and a higher standard of development.

Estimate of direct compliance costs that businesses may reasonably incur:

While the ordinance does not establish new fees, businesses may incur incremental compliance costs associated with architectural design, materials selection, and potentially extended planning timelines. These costs are project-dependent and vary based on the scope of exterior improvements. Routine signage or awning replacements may also require compliance with design standards, but the city provides an administrative review and appeal process to support applicants.

Identification of any new charge or fee on businesses subject to this Ordinance which businesses will be financially responsible (if applicable): None.

Estimate of City of Winter Park's regulatory costs associated with this Ordinance, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs: None.

Good faith estimate of the number of businesses likely to be impacted by this Ordinance: All properties within these key areas that have businesses operating out of them, and only if they plan to make any changes to the exterior of their building.

Additional Information (optional): N/A.

attachments

1. Ord._Design Standards - 2025_updated 5.27
2. Winter Park Design Standards - Exhibit 1 (No Contemporary)
3. Winter Park Design Standards - Exhibit 1 (with Contemporary)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE",
ARTICLE III, "ZONING REGULATIONS" SUBSECTION 58-
71 THROUGH 58-83 SO AS TO ADD PROVISIONS
RELATING TO THE ADOPTION OF UPDATED DESIGN
STANDARDS FOR THE CENTRAL BUSINESS
DISTRICT/WEST NEW ENGLAND AVENUE, MORSE
BOULEVARD, AND THE ORANGE AVENUE OVERLAY
DISTRICT PROVIDING FOR CONFLICTS, CODIFICATION,
SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, the Winter Park City Commission created the Winter Park Design Guidelines Ad Hoc Committee to review and recommend appropriate changes to the existing architectural design guidelines for the Central Business District/West New England Avenue, Morse Boulevard designated area, and Orange Avenue Overlay District areas; and

WHEREAS, the Winter Park Design Guidelines Ad Hoc Committee has reviewed and recommended adoption of the proposed City of Winter Park Design Standards having held an advertised public hearing on April 14, 2025, and rendered its recommendations to the Winter Park Planning and Zoning Board, who are the designated Local Planning Agency, and subsequently to the City Commission; and

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed City of Winter Park Design Standards document and the proposed amendments to the Zoning Regulations portion of the Land Development Code implementing the City of Winter Park Design Standards document having held an advertised public hearing on May 6, 2025, and rendered its recommendations to the City Commission; and

WHEREAS, the Winter Park City Commission has reviewed the proposed amendments to the Zoning Regulations portion of the Land Development Code and held advertised public hearings on May 28, 2025, and on June 11, 2025; and

WHEREAS, the portions of Chapter 58, Land Development Code, Article III, Zoning Regulations that are to be amended and modified as described in each section and amended to read as shown herein where words with single underlined type shall constitute additions to the original text and ~~strike through~~ shall constitute deletions to the original text.

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

SECTION 1. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified within Section 58-71 "General provisions for residential zoning districts", Subsection (mm) in the "Zoning" Article of the Land Development Code to read as follows:

(mm) Design Standards for the Central Business District/West New England Avenue, the Morse Boulevard designated area, and the Orange Avenue Overlay District.

(1) The following provisions shall apply to any construction, renovation, or remodeling of any exterior façade for buildings within the indicated subareas below:

(a) Central Business District/West New England Avenue. The Central Business District/West New England Avenue area is defined in Figure M: Area Boundaries map of the City of Winter Park Design Standards.

(b) Morse Boulevard. The Morse Boulevard designated area is defined as those properties fronting Morse Boulevard between New York Avenue and Denning Drive and additionally the properties in the blocks bounded by Morse Boulevard, Denning Drive, Canton Avenue and Harper Street, further defined in Figure M: Area Boundaries map of the City of Winter Park Design Standards.

(c) Orange Avenue Overlay District. The Orange Avenue Overlay District is defined as represented on Future Land Use Map FLUM-1-25, further defined in Figure M: Area Boundaries map of the City of Winter Park Design Standards.

(2) The Planning and Zoning Department shall review any proposed construction, renovation, or remodeling of any exterior façade for buildings within the indicated subareas specified in subsection (1) above for compliance with the specifications set forth in the City of Winter Park Design Standards document. This review shall take place prior to the issuance of a building permit. Building elevation drawings and other plans shall be submitted with sufficient detail to indicate the building materials, composition, color, and any other necessary details, so that the visual appearance of the resultant work is readily apparent.

(3) For purposes of this subsection, replacements, renovations or changes to canopies or awnings and to signage on walls, canopies or awnings shall be considered remodeling of the building façade, regardless of whether the scope of work requires a building permit.

(4) A determination by the Planning and Zoning Department shall either be approval, approval with conditions, or denial. Any applicant for building facade approval may elect to appeal a determination of the Planning and Zoning Department to the Planning and Zoning Board for their consideration.

SECTION 2. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified within Section 58-72 "Office (O-1) district", Subsection (h) in the "Zoning" Article of the Land Development Code to read as follows:

~~(h) Morse Boulevard design guidelines.~~

- ~~(1) The Morse Boulevard designated area is defined as those properties fronting Morse Boulevard between New York Avenue and Denning Drive and additionally the properties in the blocks bounded by Morse Boulevard, Denning Drive, Canton Avenue and Harper Street.~~
- ~~(2) In addition to the other requirements and regulations of the O-1 zoning district and prior to the issuance of a building permit for the construction, renovation or remodeling of any building or building exterior facade fronting on a street within the Morse Boulevard designated area, an applicant is required to obtain approval of the plans by the planning department.~~
- ~~(3) For purposes of this subsection, replacements, renovations or changes to canopies or awnings and to signage on walls, canopies or awnings shall be considered remodeling of the building facade.~~
- ~~(4) Building elevation drawings and other plans shall be submitted with sufficient detail to indicate the building materials, composition, color, etc., so that the visual appearance of the resultant work is readily apparent.~~
- ~~(5) The planning department shall render a decision on all applications for building permits for building facade construction, renovation or remodeling. The decision of the planning department shall be made within ten working days, excluding holidays, of the receipt of a complete set of plans and application materials, unless referred to the planning and zoning board for review as outlined below.~~
- ~~(6) The planning department's decision shall be either an approval, an approval with conditions or denial. Any applicant for building facade approval may elect to appeal a decision of the planning department to the planning and zoning board for their consideration.~~
- ~~(7) Decisions by the planning department and/or the planning and zoning board shall be made based on the conformance of plans and application materials to the Morse Boulevard design guidelines and criteria adopted by the city commission.~~
- ~~(8) The decision of the planning and zoning board shall be the final decision of the city, except where a building project also requires conditional use or other land development approval by the city commission. In that case, the decision of the planning and zoning board shall be a recommendation with the final decision made by the city commission.~~

SECTION 3. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified within Section 58-73 "Office (O-2) district", Subsections (h) and (i) in the "Zoning" Article of the Land Development Code to read as follows:

~~(h) — *Central business district area façade review.*~~

- ~~(1) — In addition to the other requirements and regulations of the O-2 zoning district, and prior to the issuance of a building permit for the construction, renovation or remodeling of any building exterior façade fronting on a street within the central business district, an applicant is required to obtain approval of the plans by the planning department.~~
- ~~(2) — For purposes of this subsection, replacements, renovations or changes to canopies or awning and to signage on walls, canopies or awnings shall be considered remodeling of the building façade.~~
- ~~(3) — Building elevation drawings and other plans shall be submitted with sufficient detail to indicate the building materials, composition, color, etc., so that the visual appearance of the resultant work is readily apparent.~~
- ~~(4) — The planning department shall render a decision on all applications for building permits for building facade construction, renovation or remodeling. The decision of the planning department shall be made within ten working days, excluding holidays, of the receipt of a complete set of plans and application materials, unless referred to the planning and zoning commission for review as outlined below.~~
- ~~(5) — The planning department's decision shall be either an approval, an approval with conditions or denial. Any applicant for building facade approval may elect to appeal a decision of the planning department to the planning and zoning commission for their consideration.~~
- ~~(6) — Decisions by the planning department and/or the planning and zoning commission shall be made based on the conformance of plans and application materials to design guidelines and criteria adopted by the city commission.~~
- ~~(7) — The decision of the planning and zoning commission shall be the final decision of the city except where a building project also requires conditional use or other land development approval by the city commission. In that case, the decision of the planning and zoning commission shall be a recommendation with the final decision made by the city commission.~~

~~(i) — *Morse Boulevard design guidelines.*~~

- ~~(1) — The Morse Boulevard designated area is defined as those properties fronting Morse Boulevard between New York Avenue and Denning Drive and additionally the properties in the blocks bounded by Morse Boulevard, Denning Drive, Canton Avenue and Harper Street.~~

- ~~(2) In addition to the other requirements and regulations of the O-2 zoning district, and prior to the issuance of a building permit for the construction, renovation or remodeling of any building or building exterior facade fronting on a street within the Morse Boulevard designated area, an applicant is required to obtain approval of the plans by the planning department.~~
- ~~(3) Building elevation drawings and other plans shall be submitted with sufficient detail to indicate the building materials, composition, color, etc., so that the visual appearance of the resultant work is readily apparent.~~
- ~~(4) For purposes of this subsection, replacements, renovations or changes to canopies or awnings and to signage on walls, canopies or awnings shall be considered remodeling of the building facade.~~
- ~~(5) The planning department shall render a decision on all applications for building permits for building facade construction, renovation or remodeling. The decision of the planning department shall be made within ten working days, excluding holidays, of the receipt of a complete set of plans and application materials, unless referred to the planning and zoning commission for review as outlined below.~~
- ~~(6) The planning department's decision shall be either an approval, an approval with conditions or denial. Any applicant for building facade approval may elect to appeal a decision of the planning department to the planning and zoning commission for their consideration.~~
- ~~(7) Decisions by the planning department and/or the planning and zoning commission shall be made based on the conformance of plans and application materials to the Morse Boulevard design guidelines and criteria adopted by the city commission.~~
- ~~(8) The decision of the planning and zoning commission shall be the final decision of the city except where a building project also requires conditional use or other land development approval by the city commission. In that case, the decision of the planning and zoning commission shall be a recommendation with the final decision made by the city commission.~~

SECTION 4. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified within Section 58-74 "Commercial (C-1) district", Subsection (j) in the "Zoning" Article of the Land Development Code to read as follows:

~~(j) *Morse Boulevard design guidelines.*~~

- ~~(1) The Morse Boulevard designated area is defined as those properties fronting Morse Boulevard between New York Avenue and Denning Drive and additionally the properties in the blocks bounded by Morse Boulevard, Denning Drive, Canton Avenue and Harper Street.~~

- ~~(2) In addition to the other requirements and regulations of the C-1 zoning district and prior to the issuance of a building permit for the construction, renovation or remodeling of any building or building exterior facade fronting on a street within the Morse Boulevard designated area, an applicant is required to obtain approval of the plans by the planning department.~~
- ~~(3) Building elevation drawings and other plans shall be submitted with sufficient detail to indicate the building materials, composition, color, etc., so that the visual appearance of the resultant work is readily apparent.~~
- ~~(4) For purposes of this subsection, replacements, renovations or changes to canopies or awnings and to signage on walls, canopies or awnings shall be considered remodeling of the building facade.~~
- ~~(5) The planning department shall render a decision on all applications for building permits for building facade construction, renovation or remodeling. The decision of the planning department shall be made within ten working days, excluding holidays, of the receipt of a complete set of plans and application materials, unless referred to the planning and zoning commission for review as outlined below.~~
- ~~(6) The planning department's decision shall be either an approval, an approval with conditions or denial. Any applicant for building facade approval may elect to appeal a decision of the planning department to the planning and zoning commission for their consideration.~~
- ~~(7) Decisions by the planning department and/or the planning and zoning commission shall be made based on the conformance of plans and application materials to the Morse Boulevard design guidelines and criteria adopted by the city commission.~~
- ~~(8) The decision of the planning and zoning commission shall be the final decision of the city except where a building project also requires conditional use or other land development approval by the city commission. In that case, the decision of the planning and zoning commission shall be a recommendation with the final decision made by the city commission.~~

SECTION 5. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified within Section 58-75 "Central business district (CBD)", Subsections (l) and (m) in the "Zoning" Article of the Land Development Code to read as follows:

~~(l) *Central business district area façade review.*~~

- ~~(1) In addition to the other requirements and regulations of the CBD zoning district, and prior to the issuance of a building permit for the construction, renovation or remodeling of any building exterior facade, an approval by the~~

~~planning department for the building facade construction, renovation or remodeling is required.~~

- ~~(2) For purposes of this subsection, replacements, renovations or changes to canopies or awnings and to signage on walls, canopies or awnings shall be considered remodeling of the building facade.~~
- ~~(3) Building elevation drawings and other plans shall be submitted with sufficient detail to indicate the building materials, composition, color, etc., so that the visual appearance of the resultant work is readily apparent.~~
- ~~(4) The planning department shall render a decision on all applications for building permits for building facade construction, renovation or remodeling. The decision of the planning department shall be made within ten working days, excluding holidays, of the receipt of a complete set of plans and application materials, unless referred to the planning and zoning board for review as outlined below.~~
- ~~(5) The planning department's decision shall be either an approval, an approval with conditions or denial. Any applicant for building facade approval may elect to appeal a decision of the planning department to the planning and zoning board for their consideration.~~
- ~~(6) Decisions by the planning department and/or the planning and zoning board shall be made based on the conformance of plans and application materials to design guidelines and criteria adopted by the city commission.~~
- ~~(7) The decision of the planning and zoning board shall be the final decision of the city except where a building project also requires conditional use or other land development approval by the city commission. In that case, the decision of the planning and zoning board shall be a recommendation with the final decision made by the city commission.~~

~~(m) *Morse Boulevard design guidelines.*~~

- ~~(1) The Morse Boulevard designated area is defined as those properties fronting Morse Boulevard between New York Avenue and Denning Drive and additionally the properties in the blocks bounded by Morse Boulevard, Denning Drive, Canton Avenue and Harper Street.~~
- ~~(2) In addition to the other requirements and regulations of the CBD zoning district and prior to the issuance of a building permit for the construction, renovation or remodeling of any building or building exterior facade fronting on a street within the Morse Boulevard designated area, an applicant is required to obtain approval of the plans by the planning department.~~
- ~~(3) Building elevation drawings and other plans shall be submitted with sufficient detail to indicate the building materials, composition, color, etc., so that the visual appearance of the resultant work is readily apparent.~~

- ~~(4) For purposes of this subsection, replacements, renovations or changes to canopies or awnings and to signage on walls, canopies or awnings shall be considered remodeling of the building facade.~~
- ~~(5) The planning department shall render a decision on all applications for building permits for building facade construction, renovation or remodeling. The decision of the planning department shall be made within ten working days, excluding holidays, of the receipt of a complete set of plans and application materials, unless referred to the planning and zoning board for review as outlined below.~~
- ~~(6) The planning department's decision shall be either an approval, an approval with conditions or denial. Any applicant for building facade approval may elect to appeal a decision of the planning department to the planning and zoning board for their consideration.~~
- ~~(7) Decisions by the planning department and/or the planning and zoning board shall be made based on the conformance of plans and application materials to the Morse Boulevard design guidelines and criteria adopted by the city commission.~~
- ~~(8) The decision of the planning and zoning board shall be the final decision of the city except, where a building project also requires conditional use or other land development approval by the city commission. In that case, the decision of the planning and zoning board shall be a recommendation with the final decision made by the city commission.~~

SECTION 6. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified within Section 58-76 "Commercial (C-3) district", Subsections (h) and (i) in the "Zoning" Article of the Land Development Code to read as follows:

~~(h) *Central business district area façade review.*~~

- ~~(1) In addition to the other requirements and regulations of the C-3 zoning district, and prior to the issuance of a building permit for the construction, renovation or remodeling of any building exterior facade fronting on a street within the central business district, an applicant is required to obtain approval of the plans by the planning department.~~
- ~~(2) For purposes of this subsection, replacements, renovations or changes to canopies or awnings and to signage on walls, canopies or awnings shall be considered remodeling of the building facade.~~
- ~~(3) Building elevation drawings and other plans shall be submitted with sufficient detail to indicate the building materials, composition, color, etc., so that the visual appearance of the resultant work is readily apparent.~~

- ~~(4) The planning department shall render a decision on all applications for building permits for building facade construction, renovation or remodeling. The decision of the planning department shall be made within ten working days, excluding holidays, of the receipt of a complete set of plans and application materials, unless referred to the planning and zoning commission for review as outlined below.~~
- ~~(5) The planning department's decision shall be either an approval, an approval with conditions or a denial. Any applicant for building facade approval may elect to appeal a decision of the planning department to the planning and zoning commission for their consideration.~~
- ~~(6) Decisions by the planning department and/or the planning and zoning commission shall be made based on the conformance of plans and application materials to design guidelines and criteria adopted by the city commission.~~
- ~~(7) The decision of the planning and zoning commission shall be the final decision of the city except where a building project also requires conditional use or other land development approval by the city commission. In that case, the decision of the planning and zoning commission shall be a recommendation, with the final decision made by the city commission.~~
- ~~(i) *Morse Boulevard design guidelines.*~~
 - ~~(1) The Morse Boulevard designated area is defined as those properties fronting Morse Boulevard between New York Avenue and Denning Drive and additionally the properties in the blocks bounded by Morse Boulevard, Denning Drive, Canton Avenue and Harper Street.~~
 - ~~(2) In addition to the other requirements and regulations of the C-3 zoning district and prior to the issuance of a building permit for the construction, renovation or remodeling of any building or building exterior facade fronting on a street within the Morse Boulevard designated area, an applicant is required to obtain approval by the planning department.~~
 - ~~(3) Building elevation drawings and other plans shall be submitted of sufficient detail to indicate the building materials, composition, color, etc., so that the visual appearance of the resultant work is readily apparent.~~
 - ~~(4) For purposes of this subsection, replacements, renovations or changes to canopies or awnings and to signage on walls, canopies or awnings shall be considered remodeling of the building facade.~~
 - ~~(5) The planning department shall render a decision on all applications for building permits for building facade construction, renovation or remodeling. The decision of the planning department shall be made within ten working days, excluding holidays, of the receipt of a complete set of plans and application materials, unless referred to the planning and zoning commission for review as outlined below.~~

- ~~(6) The planning department's decision shall be either an approval, an approval with conditions or denial. Any applicant for building facade approval may elect to appeal a decision of the planning department to the planning and zoning commission for their consideration.~~
- ~~(7) Decisions by the planning department and/or the planning and zoning commission shall be made based on the conformance of plans and application materials to the Morse Boulevard design guidelines and criteria adopted by the city commission.~~
- ~~(8) The decision of the planning and zoning commission shall be the final decision of the city except where a building project also requires conditional use or other land development approval by the city commission. In that case, the decision of the planning and zoning commission shall be a recommendation with the final decision made by the city commission.~~

SECTION 7. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified within Section 58-77 "Commercial (C-3A) district", Subsections (k) and (g) in the "Zoning" Article of the Land Development Code to read as follows:

~~(k) *Central business district area facade review.*~~

- ~~(1) In addition to the other requirements and regulations of the C-3A zoning district, and prior to the issuance of a building permit for the construction, renovation or remodeling of any building exterior facade fronting on a street within the central business district, an applicant is required to obtain approval of the plans by the planning department.~~
- ~~(2) For purposes of this subsection, replacements, renovations or changes to canopies or awnings and to signage on walls, canopies or awnings shall be considered remodeling of the building facade.~~
- ~~(3) Building elevation drawings and other plans shall be submitted with sufficient detail to indicate the building materials, composition, color, etc., so that the visual appearance of the resultant work is readily apparent.~~
- ~~(4) The planning department shall render a decision on all applications for building permits for building facade construction, renovation or remodeling. The decision of the planning department shall be made within ten working days, excluding holidays, of the receipt of a complete set of plans and application materials, unless referred to the planning and zoning commission for review as outlined below.~~
- ~~(5) The planning department's decision shall be either an approval, an approval with conditions or denial. Any applicant for building facade approval may elect to appeal a decision of the planning department to the planning and zoning commission for their consideration.~~

- ~~(6) Decisions by the planning department and/or the planning and zoning commission shall be made based on the conformance of plans and application materials to design guidelines and criteria adopted by the city commission.~~
- ~~(7) The decision of the planning and zoning commission shall be the final decision of the city except where a building project also requires conditional use or other land development approval by the city commission. In that case, the decision of the planning and zoning commission shall be a recommendation with the final decision made by the city commission.~~
- ~~(g) *Morse Boulevard design guidelines.*~~
- ~~(1) The Morse Boulevard designated area is defined as those properties fronting Morse Boulevard between New York Avenue and Denning Drive and additionally the properties in the blocks bounded by Morse Boulevard, Denning Drive, Canton Avenue and Harper Street.~~
- ~~(2) In addition to the other requirements and regulations of the C-3A zoning district and prior to the issuance of a building permit for the construction, renovation or remodeling of any building or building exterior facade fronting on a street within the Morse Boulevard designated area, an applicant is required to obtain approval of the plans by the planning department.~~
- ~~(3) Building elevation drawings and other plans shall be submitted of sufficient detail to indicate the building materials, composition, color, etc., so that the visual appearance of the resultant work is readily apparent.~~
- ~~(4) For purposes of this subsection, replacements, renovations or changes to canopies or awnings and to signage on walls, canopies or awnings shall be considered remodeling of the building facade.~~
- ~~(5) The planning department shall render a decision on all applications for building permits for building facade construction, renovation or remodeling. The decision of the planning department shall be made within ten working days, excluding holidays, of the receipt of a complete set of plans and application materials, unless referred to the planning and zoning commission for review as outlined below.~~
- ~~(6) The planning department's decision shall be either an approval, an approval with conditions or denial. Any applicant for building facade approval may elect to appeal a decision of the planning department to the planning and zoning commission for their consideration.~~
- ~~(7) Decisions by the planning department and/or the planning and zoning commission shall be made based on the conformance of plans and application materials to the Morse Boulevard design guidelines and criteria adopted by the city commission.~~

- ~~(8) The decision of the planning and zoning commission shall be the final decision of the city except where a building project also requires conditional use or other land development approval by the city commission. In that case, the decision of the planning and zoning commission shall be a recommendation with the final decision made by the city commission.~~

SECTION 8. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified within Section 58-79 "Public and quasi-public (PQP) district", Subsections (h) and (i) in the "Zoning" Article of the Land Development Code to read as follows:

~~(h) *Central business district area façade review.*~~

- ~~(1) In addition to the other requirements and regulations of the PQP zoning district, and prior to the issuance of a building permit for the construction, renovation or remodeling of any building exterior facade, an applicant is required to obtain approval of the plans by the planning department.~~

- ~~(2) For purposes of this subsection, replacements, renovations or changes to canopies or awnings and to signage on walls, canopies or awnings shall be considered remodeling of the building facade.~~

- ~~(3) The planning department shall render a decision on all applications for building permits for building facade construction, renovation or remodeling. The decision of the planning department shall be made within ten working days, excluding holidays, of the receipt of a complete set of plans and application materials, unless referred to the planning and zoning commission for review as outlined below.~~

- ~~(4) The planning department's decision shall be either an approval, an approval with conditions or denial. Any applicant for building facade approval may elect to appeal a decision of the planning department to the planning and zoning commission for their consideration.~~

- ~~(5) Decisions by the planning department and/or the planning and zoning commission shall be made based on the conformance of plans and application materials to design guidelines and criteria adopted by the city commission.~~

- ~~(6) The decision of the planning and zoning commission shall be the final decision of the city except where a building project also requires conditional use or other land development approval by the city commission. In that case, the decision of the planning and zoning commission shall be a recommendation with the final decision made by the city commission.~~

~~(i) *Morse Boulevard design guidelines.*~~

- ~~(1) The Morse Boulevard designated area is defined as those properties fronting Morse Boulevard between New York Avenue and Denning Drive and~~

~~additionally the properties in the blocks bounded by Morse Boulevard, Denning Drive, Canton Avenue and Harper Street.~~

- ~~(2) In addition to the other requirements and regulations of the PQP zoning district and prior to the issuance of a building permit for the construction, renovation or remodeling of any building or building exterior facade fronting on a street within the Morse Boulevard designated area, an applicant is required to obtain approval of the plans by the planning department.~~
- ~~(3) Building elevation drawings and other plans shall be submitted of sufficient detail to indicate the building materials, composition, color, etc., so that the visual appearance of the resultant work is readily apparent.~~
- ~~(4) For purposes of this subsection, replacements, renovations or changes to canopies or awnings and to signage on walls, canopies or awnings shall be considered remodeling of the building facade.~~
- ~~(5) The planning department shall render a decision on all applications for building permits for building facade construction, renovation or remodeling. The decision of the planning department shall be made within ten working days, excluding holidays, of the receipt of a complete set of plans and application materials, unless referred to the planning and zoning commission for review as outlined below.~~
- ~~(6) The planning department's decision shall be either an approval, an approval with conditions or denial. Any applicant for building facade approval may elect to appeal a decision of the planning department to the planning and zoning commission for their consideration.~~
- ~~(7) Decisions by the planning department and/or the planning and zoning commission shall be made based on the conformance of plans and application materials to the Morse Boulevard design guidelines and criteria adopted by the city commission.~~
- ~~(8) The decision of the planning and zoning commission shall be the final decision of the city except where a building project also requires conditional use or other land development approval by the city commission. In that case, the decision of the planning and zoning commission shall be a recommendation with the final decision made by the city commission.~~

SECTION 9. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified within Section 58-83 "Orange Avenue Overlay District (OAO)", Subsections (j-v) in the "Zoning" Article of the Land Development Code to read as follows:

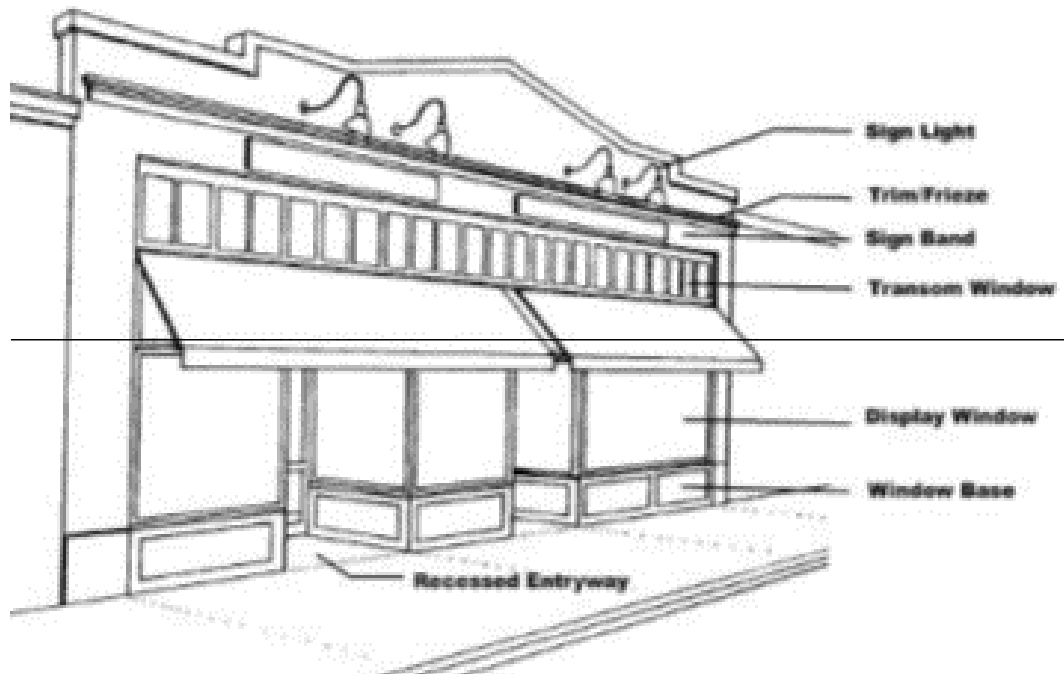
- (j) *Architectural standards.* Development within all subareas defined later in this section shall meet the following architectural standards.

2. *Setbacks/stepbacks.* ... Rear building setbacks/stepbacks as defined herein shall not be required for properties abutting the railroad right-of-way. However, ~~these rear facades shall provide articulation offset four feet, material change, window, entryway or other breakup of the building façade at least every 30 feet, both vertically and horizontally.~~
3. ~~*Facades.* The intent of this subsection is to provide visual interest to all facades by requiring a minimum level of detail features on facades. These detail features shall not consist solely of applied graphics or paint. There shall be some sort of articulation, material or color change, window, entryway or other breakup of the building façade at least every 50 feet. Existing buildings meeting these standards that are remodeled shall be required to meet architectural façade standards.~~
 - i. ~~All facades of buildings with a gross floor area of 10,000 square feet or more shall be required to incorporate at least three of the following facade treatments. At least one of these treatments shall repeat horizontally. All such design elements shall repeat at intervals of no more than 30 feet, either horizontally or vertically.~~
 - ii. ~~All facades of buildings with a gross floor area of less than 10,000 square feet shall be required to incorporate at least two of the following facade treatments. At least one of these treatments shall repeat horizontally. All such design elements shall repeat at intervals of no more than 25 feet, either horizontally or vertically.~~
 - A. ~~Expression of a vertical architectural treatment with a minimum width of 12 inches.~~
 - B. ~~Building stepbacks, offsets or projections, a minimum of four feet in depth.~~
 - C. ~~Texture and/or material change.~~
 - D. ~~Architectural banding.~~
 - E. ~~Pattern change.~~
 - F. ~~Other treatment that, in the opinion of the planning and transportation director after review by the Orange Avenue Overlay Appearance Review Advisory Board, meets the intent of this subsection.~~
 - iii. ~~No building shall exceed more than 200 feet for buildings or 300 feet for parking structures of horizontal length on any street-facing frontage. Additionally, breaks between buildings of at least 20 feet, shall be provided.~~

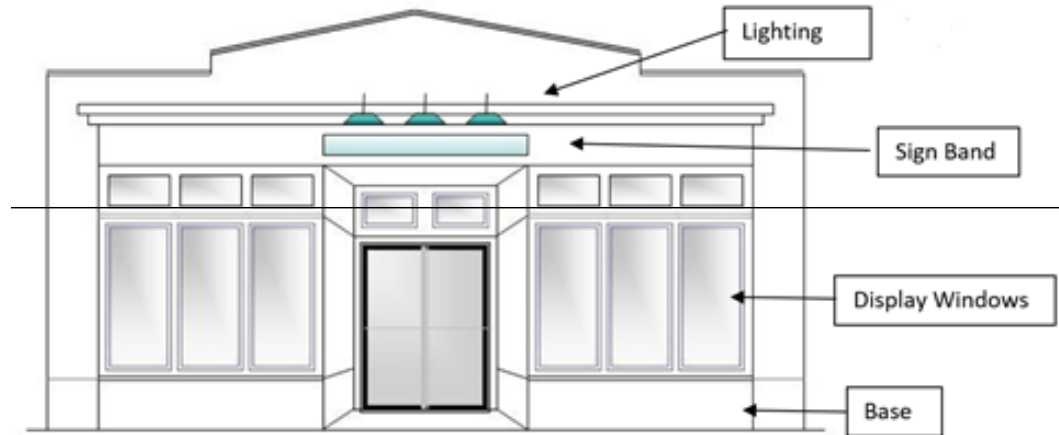
Commercial Façade Treatment Example 1:



Commercial Façade Treatment Example 2:



Commercial Façade Treatment Example 3:



4. ~~Additional façade treatment requirements.~~ roof lines, parapets and building heights shall be architecturally articulated and diverse in design form with adequately scaled and proportioned architectural treatments which complement the building's design.

~~The window, wall and roofing treatment should be of high-quality materials and consistent on both the front and the back of the building and any street facing side wall of the building. Allowable building materials shall include brick, natural stone, glass, architectural metal, concrete, wood, or similar material with a longer life expectancy. Exterior insulation and finish system (EIFS) shall not be allowed. Stucco, hardiboard siding (or similar materials) or concrete block shall not exceed more than 50 percent of any front façade. Detailing is encouraged to enhance the façade.~~

5. ~~Glazing requirements.~~ The first story of the building has the most immediate visual impact on the passerby. Traditionally, buildings along urban streets have a high proportion of glazing to solid wall surface, with higher floor to floor heights, on the first story. To maintain continuity with this treatment, non-residential buildings on Orange Avenue shall have 60 percent minimum glass on the first story and shall be allowed height up to 20 feet. Along other roads within the OAO, non-residential buildings shall have 40 percent minimum glass on the first story. The first story shall be clearly defined and articulated from upper stories.

6. ~~Building entrance.~~ Primary building entrances in the OAO shall be clearly defined, and shall be recessed or framed by a sheltering element such as an awning, arcade, overhang, or portico (in order to provide weather protection for pedestrians). Awnings are encouraged. Awning standards include:

- i. ~~Awnings for a building façade shall be of compatible color, look, shape, and height;~~

~~ii. Awnings shall provide vertical clearance of no less than eight feet above sidewalks; and~~

~~iii. Awnings are not allowed to hang over vehicular traffic ways.~~

- ~~73. Architectural towers, spires, green roof features, solar panels, chimneys, or other architectural appendages. Any architectural tower, spire, chimney, flag pole or other architectural appendage to a building shall conform to the underlying subarea height limit. However, when necessary to meet the building code requirements, chimneys may exceed the height by the minimum required.~~

~~Architectural appendages, roof decks, embellishments and other architectural features may be permitted to exceed the roof heights specified in that subarea, on a limited basis encompassing no more than 15 percent of the building roof area or 15 percent of building street facing façade width not to exceed 30 linear feet of a given façade, or up to ten feet of additional height upon approval of the city commission, based on a finding that said features are compatible with adjacent projects.~~

~~Solar panels may be permitted to exceed the roof heights specified in that subarea, on a limited basis upon approval of the planning and zoning board and city commission, based on a finding that said features are compatible with adjacent projects.~~

- ~~94. Mechanical penthouses, rooftop mechanical and air-conditioning equipment, stair tower enclosures, elevators and parapets. Mechanical penthouses, mechanical and air-conditioning equipment, stair tower enclosures, or elevators on rooftops of buildings shall not exceed a total height of six feet (building code official shall have the ability to give administrative variances to this requirement based on life-safety or equipment needs for elevation) above the allowable building height. Any penthouses shall only be used for mechanical equipment to serve the building. Parapets, or mansard roofs serving as parapets, may extend a maximum of five feet above the height limit in the underlying zoning district unless other parapet heights are more restrictive for the respective underlying zoning district. In addition, mechanical equipment and air-conditioning equipment on rooftops shall be screened from view from ground level on all buildings in all zoning districts and shall be located to the maximum extent possible so that they are not visible from any street.~~

- ~~10. Appearance review. In addition to meeting the architectural standards as set forth in this section, all external renovation projects, new development projects and Conditional Use requests within the OAO shall undergo appearance review.~~

~~For developments requiring a conditional use approval having a land area of more than 80,000 square feet, having more than 25 residential units, or having structures exceeding 35,000 gross square feet above grade,~~

~~professionally prepared fully rendered 3-D digital architectural perspective images and elevations that show all sides of the proposed building(s), parking areas, parking structures and any other site improvement shall be submitted to and reviewed by and commented upon by the Orange Avenue Overlay appearance review advisory board to ensure high quality architecture consistent with the goals and objectives of the OAO. At the request of the director of planning, an acoustical engineer may be invited to comment on projects having rooftop or open-air elements. The comments and recommendations of the Orange Avenue Overlay appearance review advisory board shall be transmitted to the director of planning, the planning and zoning board and the city commission for consideration in rendering a decision on the proposed conditional use or building permit sought for the proposed development.~~

~~External elevations of new and renovated buildings of over 10,000 sq ft gross building area visible from the public realm shall provide context drawing to scale, showing the surrounding buildings, trees and other significant features that inform the scale, showing the scale, materiality and form of the proposed structure. The drawings shall also depict parking areas, parking structures and any other site improvements. External elevations of new and renovated buildings of under 10,000 sq ft gross building area visible from the public realm shall provide a detailed architecturally rendered façade for review by the Orange Avenue Overlay appearance review advisory board.~~

~~***~~

~~I. *Public notice and hearing requirements.*~~

- ~~1. In addition to notice required by state law, city-wide notice, as defined in section 58-89, shall be required for OAO comp plan amendments and any proposed development within the OAO that requires conditional use approval and has a land area of more than 80,000 square feet, or a building of more than 35,000 square feet or having more than 25 residential units. Said notice of the hearing shall be published in a newspaper of general circulation within the city at least 30 days in advance of the hearing; written notice of the time and place of such meeting and the proposed action to be taken shall be posted upon the property and mailed to all owners of record of property within 1,500 feet of the property, and mailed to all households as determined from the listing of utility billing addresses within the entire city limits at least 30 days prior to the public hearing. The public notice posted on the property shall be erected to be in full view of the general public on each parcel, street side, and shall be erected by the applicant.~~
- ~~2. In addition to notice required by state law and section 58-89, for proposed development within the OAO requiring conditional use approval, but not qualifying for city-wide notice, public notice shall be required as follows: Said notice of the hearing shall be published in a newspaper of general circulation within the city at least 15 days in advance of the hearing; written notice of the time and place of such meeting and the proposed action to be taken shall~~

~~be posted upon the property and mailed to all owners of property of record within 1,500 feet of the property requested for conditional use, at least 15 days prior to the public hearing. The public notice posted on the property shall be erected to be in full view of the general public on each parcel, street side, and shall be erected by the applicant.~~

- ~~3. *Public hearings for conditional uses.* Prior to approval, there shall be an advertised public hearing before the local planning agency (planning and zoning board) and at least two public hearings conducted before the city commission and city-wide notice given for a conditional use application for a project within the OAO that has any of the following: (i) a land area of more than 80,000 square feet, (ii) a building of more than 35,000 square feet, or (iii) more than 25 residential units. For projects between 10,000 square feet and 35,000 square feet requiring conditional use approval (and notice as defined in the Code), there shall be at least one public hearing before the local planning agency (planning and zoning board) and two public hearings before the city commission.~~

~~m~~l. *Meaningful open space requirements.*

~~n~~m. *Signage requirements.* Signage within the OAO with frontage along Orange Avenue shall comply with the following requirements:

~~o~~n. *Sidewalk design and utilization.*

~~p~~o. *Display of merchandise outside of commercial buildings.*

~~q. *Contribution to transportation and mobility infrastructure.* Development and redevelopment within the OAO requiring a conditional use approval shall contribute to the cost of transportation and mobility improvements prior to permitting based upon the estimated cost to fund the design, engineering, permitting, and construction of those transportation and mobility projects within or proximate to the OAO that are impacted by such development or redevelopment. The owner and developer of a project shall enter into an agreement with the city, as part of conditional use approval addressing the project's contribution to transportation infrastructure. In the event the city establishes a mobility fee, road impact fee, special assessment or other funding mechanism a project's payment of such required fee may satisfy requirements of this policy.~~

~~r~~p. *Stormwater management.*

~~s~~q. *Orange Avenue Overlay District subareas and standards for development.*

~~t~~r. *Orange Avenue Overlay District development enhancements/bonuses.*

~~u~~s. *Definitions.*

vt. *Vested rights.*

SECTION 10. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified within Section 58-84 "General provisions for non-residential zoning districts", Subsections (hh) and (jj) in the "Zoning" Article of the Land Development Code to read as follows:

(hh) General provisions for development proposed in conformance with the Live Local Act of Florida Statutes.

~~(5) *Orange avenue overlay district (OAO).* Projects within the Orange Avenue overlay district must meet the applicable architectural requirements of the OAO and will be subject to review by Orange Avenue overlay appearance review advisory board. The city may deny a project that receives a recommendation of denial or fails to meet the conditions of a recommendation for approval from the Orange Avenue overlay appearance review advisory board.~~

~~(jj) *Design Standards for the Central Business District/West New England Avenue, the Morse Boulevard designated area, and the Orange Avenue Overlay District.*~~

~~(1) *The following provisions shall apply to any construction, renovation, or remodeling of any exterior façade for buildings within the indicated subareas below:*~~

~~(a) *Central Business District/West New England Avenue.* The Central Business District/West New England Avenue area is defined in Figure M: Area Boundaries map of the City of Winter Park Design Standards.~~

~~(b) *Morse Boulevard.* The Morse Boulevard designated area is defined as those properties fronting Morse Boulevard between New York Avenue and Denning Drive and additionally the properties in the blocks bounded by Morse Boulevard, Denning Drive, Canton Avenue and Harper Street, further defined in Figure M: Area Boundaries map of the City of Winter Park Design Standards.~~

~~(c) *Orange Avenue Overlay District.* The Orange Avenue Overlay District is defined as represented on Future Land Use Map FLUM-1-25, further defined in Figure M: Area Boundaries map of the City of Winter Park Design Standards.~~

~~(2) *The Planning and Zoning Department shall review any proposed construction, renovation, or remodeling of any exterior façade for buildings within the*~~

indicated subareas in subsection (1) above for compliance with the specifications set forth in the City of Winter Park Design Standards document. This review shall take place prior to the issuance of a building permit. Building elevation drawings and other plans shall be submitted with sufficient detail to indicate the building materials, composition, color, and any other necessary details, so that the visual appearance of the resultant work is readily apparent.

(3) For purposes of this subsection, replacements, renovations or changes to canopies or awnings and to signage on walls, canopies or awnings shall be considered remodeling of the building façade, regardless of whether the scope of work requires a building permit.

(4) A determination by the Planning and Zoning Department shall either be approval, approval with conditions, or denial. Any applicant for building facade approval may elect to appeal a determination of the Planning and Zoning Department to the Planning and Zoning Board for their consideration.

SECTION 11. ADOPTION OF DESIGN STANDARDS. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended to adopt the City of Winter Park Design Standards document attached to this Ordinance as **Exhibit "1"**. All references in Chapter 58, Article III "Zoning" of the Code of Ordinances to "the City of Winter Park Design Standards" or "City of Winter Park Design Standards document", or any figure or map therein shall mean that document attached as **Exhibit "1"** to this Ordinance.

SECTION 12. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 13. CODIFICATION. It is the intention of the City Commission of the City of Winter Park, Florida, and it is hereby ordained that the provisions of this Ordinance, Sections 1 through 10, shall become and be made a part of the Code of Ordinances of the City of Winter Park, Florida, and not Sections 11 through 14;

SECTION 14. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 15. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

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

Sheila DeCiccio, Mayor

ATTEST:

City Clerk

Exhibit "1"

DESIGN STANDARDS

Winter Park, Florida

Last Updated: 6.05.2025



TABLE OF CONTENTS

<u>Introduction</u>	<u>03</u>
Architectural Styles	06
Area Boundaries	13
Summary Table	14
Process/Administration	15
Frontage Types	16
Massing and Composition	18
Fenestration	19
Elements and Details	22
Materials, Textures, Color	25
<u>Definitions</u>	<u>26</u>



Introduction

This section provides the intent and background of the design standards provided herein.

The City of Winter Park, through its Planning Department, is working with private property owners in a cooperative effort to preserve and enhance the character and appearance of its Districts and Corridors. This effort is part of a larger program through the City's Beautification Network to establish Winter Park as "The Most Beautiful Urban Village in the South."

The design standards contained within this document apply to the exterior facades of buildings and are required of those properties in the general boundaries shown on the maps on the following pages. The standards address such things as the storefront facades, building massing and components, frontage types, awnings, canopies, building color and materials.

Purpose of the Standards. The standards are based on the positive features of the existing buildings. Their purpose is to ensure compatibility with the neighborhood, and to stimulate creative design solutions while promoting a sense of relatedness among properties. They are also aimed at enhancing the appearance of buildings by promoting a compatible architectural style and facade of each individual building while maintaining the eclectic mix of architectural styles and appearances among different buildings in the downtown area. These standards are also intended as a protection against unsightly, incompatible or outlandish architectural styles or colors that are solely intended to attract attention and visibility rather than conforming to and enhancing the character of the established areas.

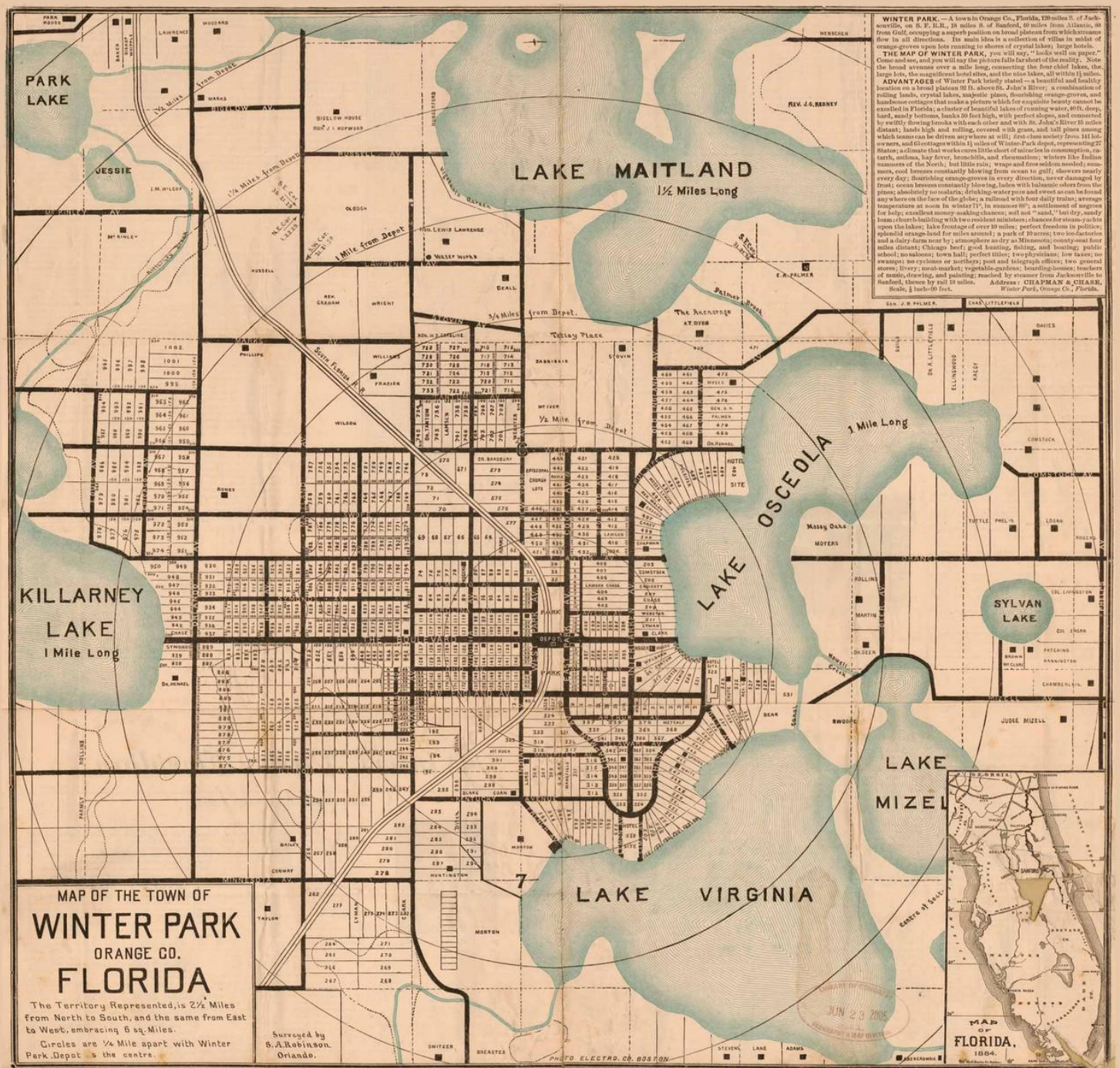
"So long as each architect and each client thinks only of his own building, how individual and how noticeable he can make it, little progress in the total effect can be expected. Architects should be trained to think first of how their building will take its place in the picture already existing. The harmony, the unity which binds the buildings together and welds the whole into a picture, is so much the most important consideration that it should take precedence. Within the limits of this enclosing unity there is plenty of scope for variety, without resorting to that type which destroys all harmony by its blatant shouting."

~Raymond Unwin in *Towns & Town-Making Principles*,
1909



Introduction: Historic Walkability

The historical map included below demonstrates how the original design of Winter Park focuses on a grid pattern of streets that are compact and walkable. In addition to the street grid, the City is designed around the original train depot and a distance radius is included in this map that radiates out from the depot and Central Park. Density and intensity of development were directly related to these radii, which in modern planning practice are used to define “walk-sheds”. For example a ¼ mile radius indicates a 5 minute walk shed. Originally, many of the roadways were intended to terminate into the surrounding lakes in order to preserve lakeviews as a public amenity. Modern day New York Avenue was also designated as West Park Avenue indicating a desire to frame Central Park with a traditional Main Street development on both sides of the park. This design element would be consistent with the defining feature of a “central park”. Later the introduction of Orange Avenue and Fairbanks Ave helped address growing traffic congestion but introduced new physical barriers within the original 6 square miles of historic Winter Park. Coupled with the widening of Orlando Avenue over time, a safe and comfortable walking distance in Winter Park has largely been reduced to the ¼ mile to ½ mile radius. This framework is important in understanding that Winter Park has always been intended to be experienced at the pedestrian scale. As such, building design and architecture must reflect the pedestrian experience.



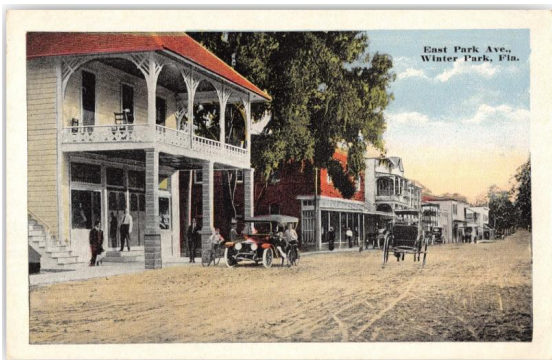
Introduction

This section provides the intent and background of the design standards provided herein.



Conservation of Design. The history of Winter Park is rich in culture, arts and craftsmanship. With its meandering chain of lakes, stately oaks, and historic charm, it has long been a place where natural beauty and architectural excellence are abundant. Founded in the late 19th century as a winter retreat for affluent Northerners, the city quickly became renowned for its Mediterranean Revival and Colonial Revival architecture, which blend harmoniously with the lush landscape. Walking through its historic neighborhoods, experiencing its ancient Oak trees, and driving its brick streets, one can feel the deep sense of place that emerges from the preservation of these timeless designs.

The concept of "Conservation of Design" in Winter Park is more than just protecting old structures; it's about nurturing the soul of the community by guiding future development to reflect the city's historic fabric. This philosophy fosters a dialogue between past and present, ensuring that new designs pay homage to the city's cultural legacy. By encouraging architecture that is both innovative and respectful of Winter Park's historical roots, the city is able to evolve in a way that continues its cultural story. The design standards within this document, are intended to protect Winter Park's history, but also forge a path to make history through compatible urban design and architecture.



Park Avenue during Art Festival, Winter Park, Florida

Section 1: Architectural Styles

These styles reflect and summarize the range of architectural expression that occurs within the established boundaries. There are six (6) broad categories of architectural styles in this section. These architectural styles can be applied with a degree of flexibility. These architectural styles represent only a small portion of the architectural vocabulary appropriate for development within Winter Park. Additional architectural styles and/or individual building precedents beyond the scope of these standards may also be acceptable, provided an architectural narrative and design intent board is provided as described in this document. Some example images shown are larger in scale than the zoning code may permit, these images are intended to demonstrate architectural style, not adherence to zoning requirements.

1.1 Contemporary Mediterranean.

- a. **Origins and Influences:** Combines the formal elegance of Italian Renaissance with elements of Mediterranean Revival, highlighting classical Roman and coastal Mediterranean traditions.
- b. **Key Characteristics:**
 - i. *Roofing:* Low-pitched or hipped roofs with terra-cotta or red barrel tiles.
 - ii. *Walls:* Stucco or stonework, often in light, warm tones.
 - iii. *Windows and Doors:* Symmetrical designs with pediments or arches; sometimes accented with decorative ironwork.
 - iv. *Details:* Columns and pilasters in Tuscan, Ionic, or Corinthian orders, alongside carved stone or tile details.
 - v. *Spaces:* Formal loggias, balconies, and structured courtyards.
- c. **Overall Aesthetic:** Grand, symmetrical, and proportionate, with a balance of classical formality and coastal charm.
- d. **Regional Use:** Ideal for urban settings, resorts, and grand residences in warm climates. Found in Florida, California, and Mediterranean-inspired communities globally.



Section 1: Architectural Styles

1.2 Spanish Revival

- a. **Origins and Influences:** Merges Spanish Colonial simplicity with the eclectic and romantic elements of Spanish Eclectic, drawing on Moorish, Mexican, and regional Spanish traditions.
- b. **Key Characteristics:**
 - i. *Roofing:* Red tile roofs with irregular and curving lines.
 - ii. *Walls:* Stucco exteriors in earthy or white tones, with thick adobe or stone walls where applicable.
 - iii. *Windows and Doors:* Arched doorways and windows, often asymmetrical, with decorative ironwork and vibrant tile surrounds.
 - iv. *Details:* Central courtyards, recessed windows, and irregular massing. Emphasis on vibrant tilework, wood detailing, and ornamental motifs.
- c. **Overall Aesthetic:** Warm, inviting, and detailed, with a romantic, informal charm.
- d. **Regional Use:**
 - i. Common in the American Southwest, California, Florida and warm climates. Frequently used for residential designs, mission-style buildings, and public architecture with a romantic Spanish influence.



Section 1: Architectural Styles

1.3 Main Street Americana

- a. **Origins and Influences:** Rooted in the organic growth of small-town America, this style blends practical and modest elements from various architectural traditions, emphasizing functionality and charm over uniformity.
- b. **Key Characteristics:**
 - i. **Roofing:** A mix of flat roofs with parapets, low-pitched gables, and occasional decorative rooflines.
 - ii. **Walls:** Brick, wood siding, or stucco facades, often accented with painted signs or light trim detailing.
 - iii. **Windows and Doors:** Large storefront windows with transoms on the ground floor; upper floors typically feature simpler double-hung or casement windows. Doors are often recessed or centrally located, with minimal decorative elements.
 - iv. **Details:** Cornices, simple trim, and awnings or canopies. Variations in individual buildings provide character while maintaining a cohesive streetscape.
- c. **Overall Aesthetic:** Eclectic, inviting, and human-scaled, balancing charm with practicality.
- d. **Regional Use:** Common in historic downtown areas and small towns across the U.S., particularly in revitalized districts for mixed-use purposes.



Section 1: Architectural Styles



1.4 Industrial / Chicago Style / Adaptive Reuse

- a. **Origins and Influences:** Developed in the late 19th and early 20th centuries, this style emerged from the industrial and commercial architecture of urban centers like Chicago. It prioritizes functionality, structural expression, and efficient material use. Adaptive reuse revitalizes these utilitarian structures by transforming them into modern mixed-use spaces while preserving their industrial heritage.
- b. **Key Characteristics:**
 - i. **Roofing:** Predominantly flat roofs, often with large, open rooftop spaces adapted for modern use.
 - ii. **Materials:** Exposed brick walls, steel beams, and concrete elements showcase the rugged, utilitarian origins of the style.
 - iii. **Windows:** Large, multi-pane or steel-framed windows maximize natural light and highlight the connection between interior and exterior spaces.
 - iv. **Details:** Utilitarian features such as factory-style doors, industrial hardware, and minimalist finishes reflect the building's industrial roots.
- c. **Overall Aesthetic:** Raw, functional, and stylish, combining rugged historical elements with modern simplicity. This style juxtaposes aged materials with contemporary finishes to create spaces that are both practical and visually striking.
- d. **Regional Use:** Initially prominent in cities with significant industrial histories, such as Chicago, New York, and Detroit. Today, it is globally popular in urban revitalization projects, often found in mixed-use developments, loft apartments, offices, and cultural venues.



Section 1: Architectural Styles



1.5 Art Deco

- a. **Origins and Influences:** Emerging in the 1920s and 1930s, Art Deco draws inspiration from industrialization, ancient cultures, and the Machine Age. It emphasizes modernity, luxury, and geometric design.
- b. **Key Characteristics:**
 - i. *Roofing:* Flat or stepped roofs, often adorned with decorative parapets or spire-like elements for visual emphasis.
 - ii. *Walls:* Smooth stucco, concrete, or stone exteriors, often accented with bold geometric patterns, vertical grooves, or ornamental details.
 - iii. *Windows and Doors:* Symmetrical or ribbon-style windows with metal frames; doors often feature bold frames, or stylized motifs like sunbursts or chevrons.
 - iv. *Details:* Geometric ornamentation, including zigzags, chevrons, and stylized floral or animal motifs. Polished metals, intricate grillwork, and terrazzo flooring are common.
- c. **Overall Aesthetic:** Sleek, dynamic, and bold, Art Deco balances clean lines with decorative richness, creating an impression of glamour and innovation.
- d. **Regional Use:** Prominent in urban centers like New York, Miami, and Chicago, often seen in theaters, skyscrapers, public buildings, and historic districts undergoing revitalization. Today, it remains a defining feature of 20th-century modernist design worldwide.



Section 1: Architectural Styles



1.6 Modern and Mid-Century Modern

- a. **Origins and Influences:** Modern architecture emerged at the end of the 19th century from revolutions in technology, engineering, and building materials, and from a desire to break away from historical architectural styles and invent something that was purely functional and new. Form follows function: buildings are designed primarily to serve their intended purpose with minimal unnecessary details.
- b. **Key Characteristics:**
 - i. **Roofing:** Flat roofs are a defining feature of modern architecture, contributing to a sleek or geometric appearance.
 - ii. **Walls:** Concrete, steel, and glass are commonly used in modern architecture.
 - iii. **Windows and Doors:** Large windows and strategic design maximize the use of natural light.
 - iv. **Details:** The "less is more" approach minimizes unnecessary elements and focuses on essential design components.
- c. **Overall Aesthetic:** Modern architecture prioritizes clean, straight lines and smooth surfaces, avoiding excessive ornamentation.
- d. **Regional Use:** Modern architecture is centered in major cities like New York, Los Angeles, and Chicago. Prominent examples of modern architecture in the United States include the Guggenheim Museum, the Seagram Building, the Farnsworth House, the Eames House, the Kaufmann Desert House, and the Gropius House.



Figure 1.1 Inspirational Imagery

The following images are intended to provide examples of appropriate design.



Arches and ornamentation are used to invoke a sense of architectural style in a building that is otherwise "square".



In this image the ground floor transparency is higher than the upper floors, the shutter and awning colors are coordinated and the interior courtyard creates a meaning articulation in the building.



Awnings or roof overhangs with brackets create a pedestrian scale in architecture.



The building on the left ties the horizontal expression line into a balcony feature and suggests arched columns in the framing of its windows and doors. On the right, the one story building combines ornate pilasters, bracketed overhangs and a pitched roof accent which allows for a taller one-story building to feel less imposing.



Multiple buildings with a diversity of materials, awning colors, and decorative lighting can feel "cohesive" when the height and scale of such elements is coordinated.

Cantilevered porches can add depth to a facade. A "heavier" base material on the first floor can emphasize pedestrian scale and allow for a more pronounced horizontal expression line.



Figure M. Area Boundaries

This section provides the intent and background of the design standards provided herein.

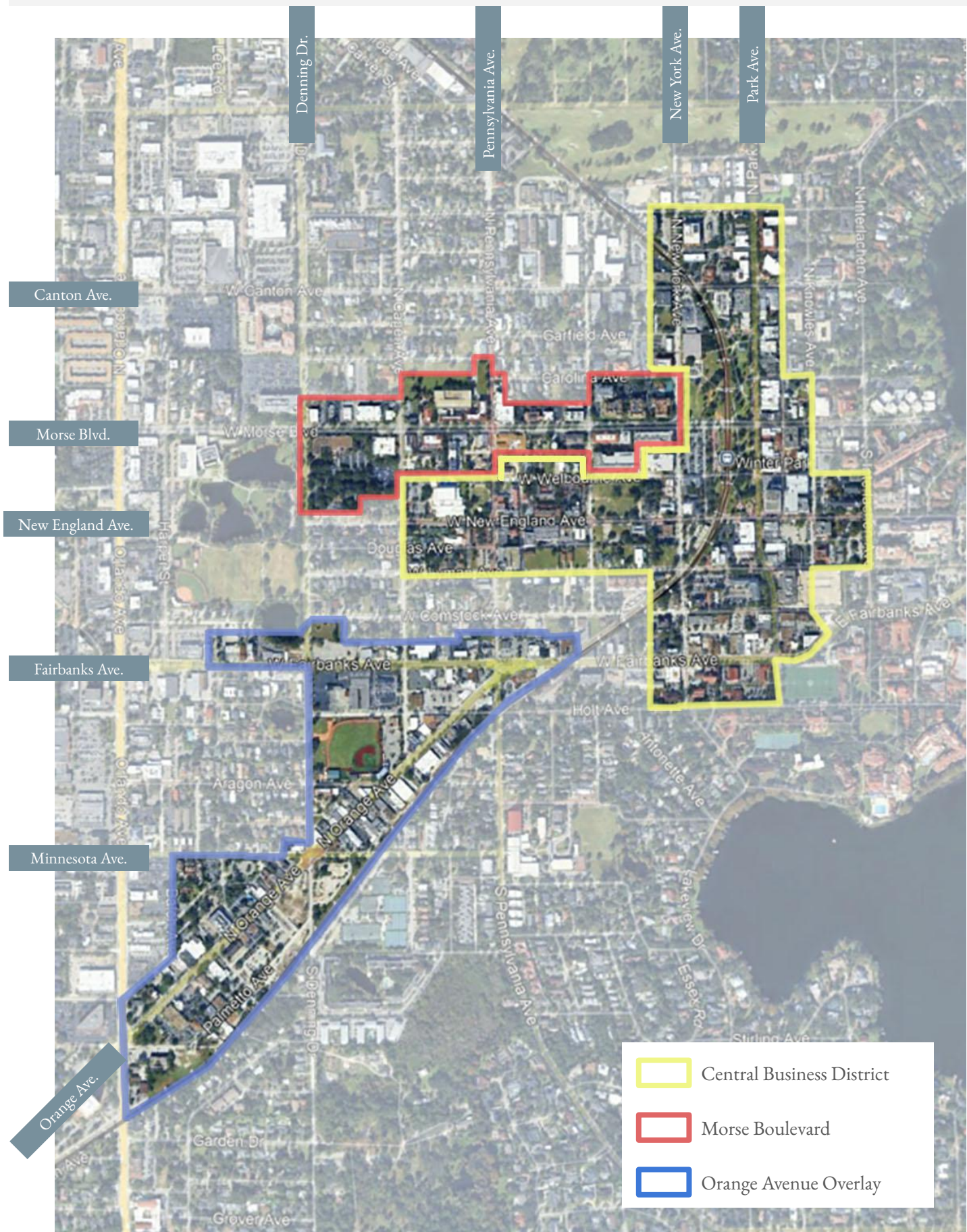


Table 1 Area Specific Recommendations & Requirements

	Central Business District	Morse Boulevard	Orange Avenue Overlay
RECOMMENDED DESIGN BY CONTEXT			
ARCHITECTURAL STYLES			
Contemporary Mediterranean	✓	✓	✓
Spanish Revival	✓	✓	
Main Street Americana	✓		✓
Industrial / Chicago Style	✓	✓	✓
Art Deco	✓	✓	✓
Modern / Mid Century			✓
FRONTAGE TYPES			
Terrace	✓	✓	✓
Forecourt	✓	✓	✓
Stoop	✓	✓	✓
Storefront	✓	✓	✓
Gallery	✓	✓	✓
Arcade	✓	✓	
MATERIALS			
Stone	✓	✓	✓
Brick	✓	✓	✓
Stucco	✓	✓	✓
Siding	✓	✓	✓
SUMMARY OF REQUIREMENTS			
MASSING & COMPOSITION			
Horizontal Building Articulation	Buildings shall articulate every 36 linear feet a minimum of 2 feet.		
First Floor Transparency	Minimum 50% between 2’ and 10’ above grade		
Upper Floor Transparency	Minimum 25% with a Maximum of 50%, measured between finished floor to the top plate (may be multiple stories). In no case shall the upper floors have more square footage of transparency per floor than the first floor.		
Glazing Requirement	Glazing shall be limited to 60% of any facade measured as total glazing divided by total gross facade square footage. In no case shall the upper floors have more square footage of glazing per floor than the first floor.		
Entry Requirements	Entry Doors shall be recessed		N/A
FENESTRATION			
Proportion of Opening	All openings must be vertically proportioned with a minimum ratio of 1.4:1 (vertical to horizontal), or broken down into vertically proportioned sections with a minimum ratio of 1.4:1 (vertical to horizontal).		
Bulkheads	Required height of 1’4” except where an accordion door, pocketing door or movable glass door is proposed.		N/A
Maximum Window Square Footage	Max square footage for an individual glazing panel is forty (40) square feet		
ELEMENTS AND DETAILS			
Awnings & Canopies	Awnings shall be canvas or metal		N/A
Balconies	Balconies shall be cantilevered and shall extend a minimum of one foot (1’) from the face of the building		N/A

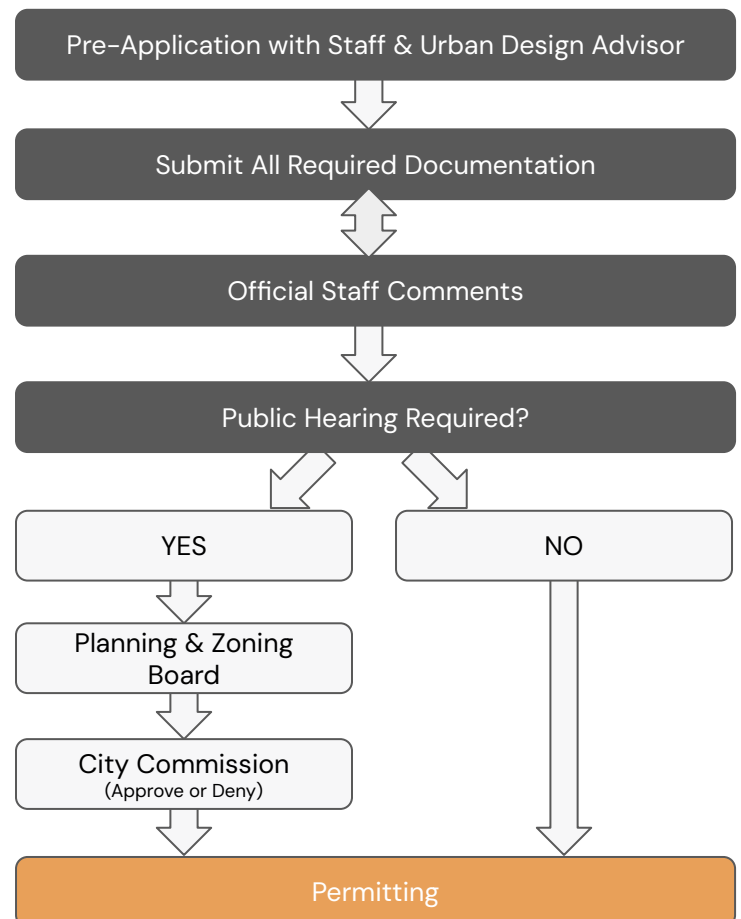


Section 2: Process & Administration

1. **Applicability.** These standards are applicable to all properties within the boundaries described in Figure M.
2. **Conditional Uses.** All [conditional uses](#) subject to these provisions are required to provide the documents detailed in this section for staff and Urban Design Advisor review prior to the scheduling of any public hearing.
3. **New Construction.** Before a building permit may be issued for any new construction, approval from the Planning and Zoning Department, based on compliance with these standards, is required.
4. **Renovations and Remodels.** Prior to issuance of a building permit, an approval is required by the Planning and Zoning Department of the facade construction, or renovation and/or remodeling including awnings and signs. For any building renovations or remodeling, the applicability of these regulations is limited to the extent that the proposed changes are expressly governed by these standards. For instance, a renovation limited to a storefront wall must comply with the criteria specifically established for storefront walls under these regulations.
5. **Interpretation in the Application of these Standards.** The Commission retains discretion to apply these standards when evaluating the “compatibility” of conditional uses in other areas of the City.
6. **Conflicts with Existing Code.** To the extent these standards conflict with existing code, the more restrictive code requirements shall apply.

✓ Required Documents

- ❑ **Conceptual Plan, drawn to scale, with all required information detailed in this section.**
- ❑ **2D Elevations, in color, drawn to scale, for all sides of the building.**
- ❑ **3D Rendering of Building at pedestrian scale for all sides of the building.**
- ❑ **Proposed Frontage Type(s) of the building(s).**
- ❑ **Architectural Narrative.** The applicant, at a minimum, shall name their architectural style (which may blend multiple styles) and provide the defining characteristics of their proposed style. Defining characteristics shall include fenestration details, building detailing (roof, balconies/porches, coverings/awnings, column style, exterior materials, etc.) The applicant should provide a rationale for why their architectural style should be considered compatible with Winter Park and the buildings adjacent to their project.
- ❑ **Design Intent Board (Mood Board).** The applicant shall provide a sheet of colored images depicting the design intent for the building. Refer to Materials, Textures and Colors section.
- ❑ **Open Spaces, Landscape and Furnishings.** The applicant shall provide intent for furnishings, walking paths, landscaping palette and hardscape intent for any proposed or code required Open Space.



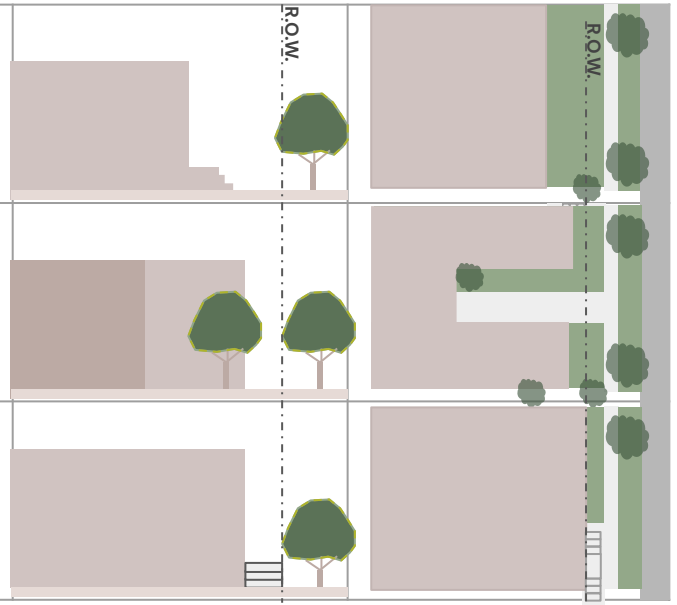
Section 3: Permitted Frontage Types

Section View

Plan View

All buildings shall adhere to one or more of the following frontage types.

Terrace: a frontage where the building is set back from the property line by an elevated terrace. This buffers residential use from busy sidewalks and protects the private yard from public encroachment. Terraces in non-residential development shall be a minimum of 8 feet deep.



Forecourt: a frontage wherein a portion of the building is close to the property line and the central portion is set back. The forecourt created can be suitable for vehicular drop-offs as well. Forecourts should be used in conjunction with other frontage types.

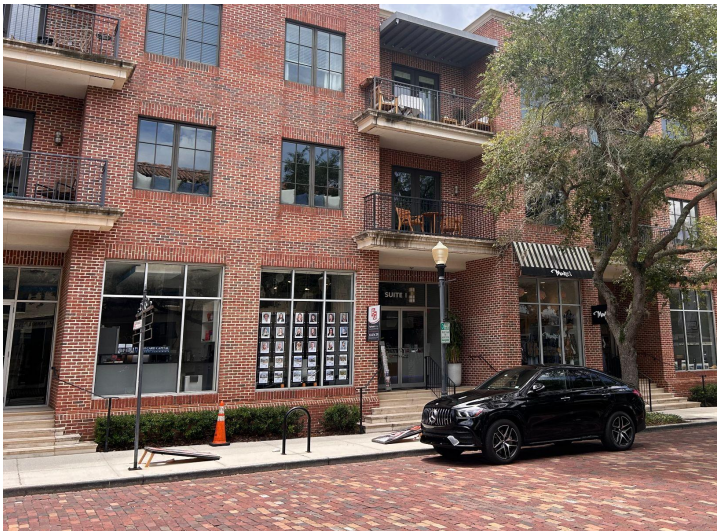
Stoop: a frontage wherein the facade is aligned close to the property line with the first story elevated from the sidewalk sufficiently to secure privacy for the windows. The entrance is usually an exterior stair and landing. This type is recommended for ground-floor residential use.



Forecourt with storefront frontage type



Stoop with outdoor seating.



Terrace with recessed entry



Section 3: Permitted Frontage Types (cont.)

Section View

Plan View

All buildings shall adhere to one or more of the following frontage types.

Storefront: a frontage wherein the facade is aligned close to the property line with the building entrance at sidewalk grade. This type is conventional for retail use. It has a substantial transparency on the sidewalk level and an awning that may overlap the sidewalk to within 2 feet of the curb. A minimum 5' clear space is required for cafe seating.



Gallery: a frontage wherein the facade is aligned close to the property line with an attached column-supported cover or a lightweight colonnade overhanging the sidewalk. This type is conventional for retail use. The gallery shall be no less than 8 feet wide.

Arcade: a colonnade supporting habitable space that overlaps the Sidewalk, while the facade at sidewalk level remains at or behind the frontage line. This type is conventional for retail use. The arcade shall be no less than 8 feet wide.



Storefront with bulkhead, awnings and appropriate transparency



Gallery with a forecourt and cafe seating



Gallery with enhanced hardscape.

Section 4: Massing: Base, Middle and Top

This section will provide standards for the design and development of new buildings (or for substantial improvement of existing buildings) in order to preserve and enhance the visual aesthetics and compatibility with existing buildings, and allow for a positive pedestrian experience throughout Winter Park, specific design standards relating to various building types are required.



Cornice (Top)

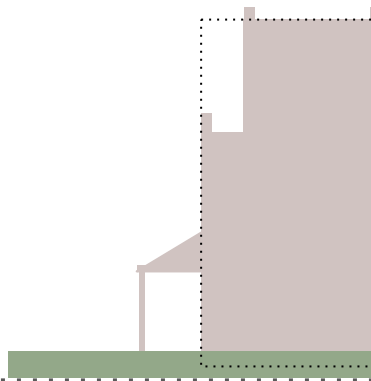
Parapet, Roof, Attic, HVAC, and other utilities

Upper Facade (Middle)

Lower Facade (Base)

Foundation, Ground Floor

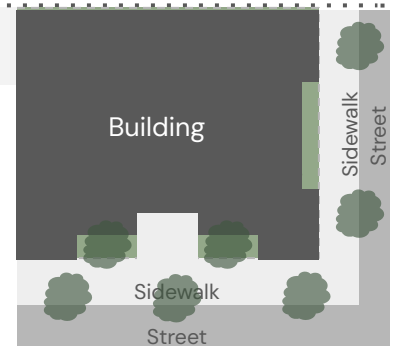
Streetscape – Sidewalk, tree planters, vehicular lanes



The primary inhabited area may span multiple floors. Window openings, architectural projections and doors shall demonstrate symmetrical spacing when providing building elevations for City review. Secondary setbacks may be required per the land development code.

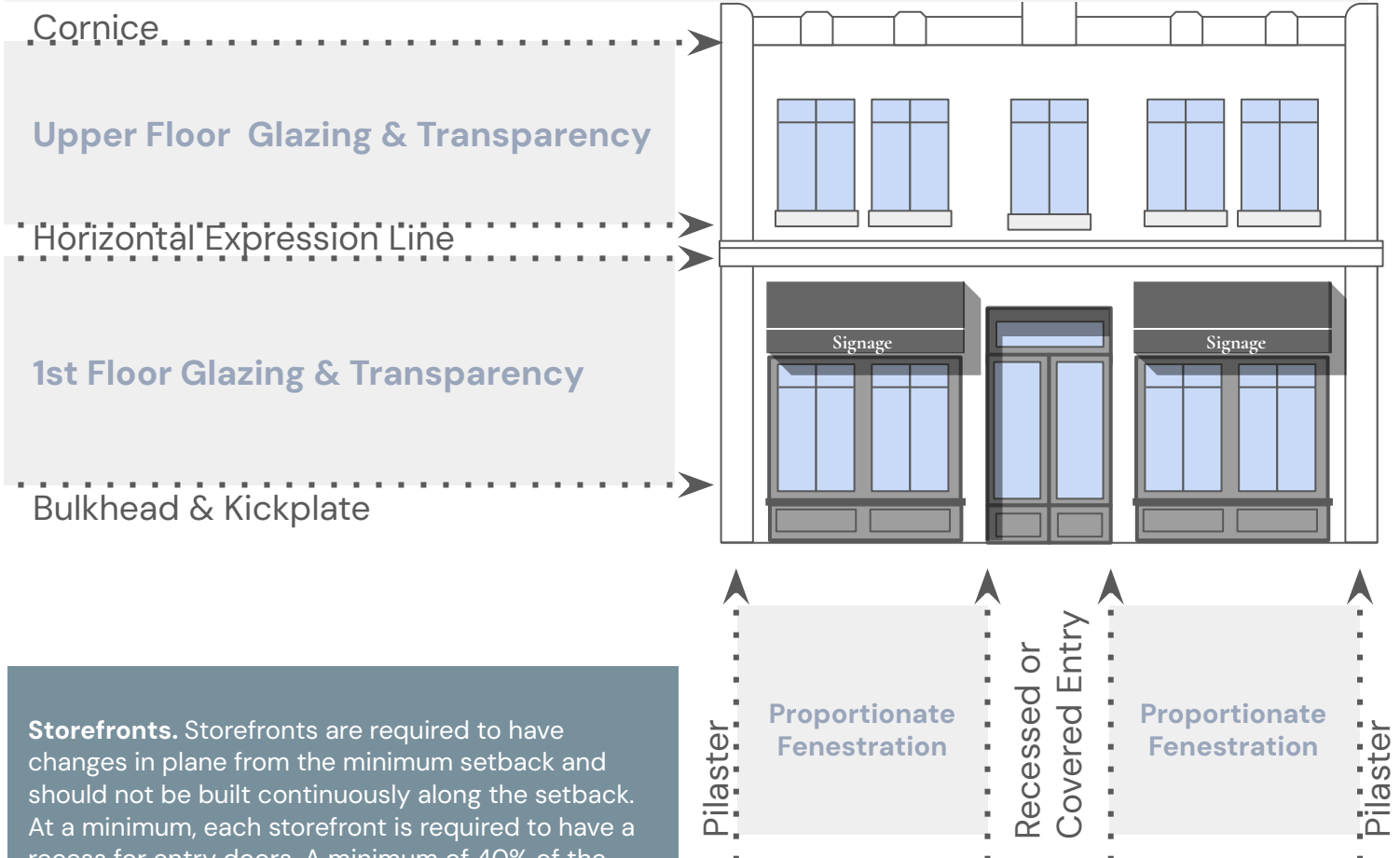
Building Articulation

Buildings shall articulate every 36' along any public frontage. The articulation shall be a minimum of 2'. For buildings 3 stories or taller, the upper floor articulation shall differ from the first floor at least once per public frontage.



Section 5: Composition & Fenestration

Building composition and fenestration dictates much of the aesthetics and function of a building. These elements define rhythm and pattern while also establishing the balance and proportion.



Storefronts. Storefronts are required to have changes in plane from the minimum setback and should not be built continuously along the setback. At a minimum, each storefront is required to have a recess for entry doors. A minimum of 40% of the width of the storefront (maximum of 80%) must be recessed a minimum of one foot (1'-0") from the minimum setback.

Proportion and Scale of Openings All openings must be vertically proportioned with a minimum ratio of 1.4:1 (vertical to horizontal), or broken down into vertically proportioned sections with a minimum ratio of 1.4:1 (vertical to horizontal).



Height = 1.4

Ratio=1.4:1

Width = 1

Element	Requirement
1st Floor Transparency	Minimum 50% between 2' and 10' above grade
Upper Floor Transparency	Minimum 25% with a Maximum of 40%, measured between finished floor to the top plate (may be multiple stories). In no case shall the upper floors have more square footage of transparency per floor than the first floor.
Entry	Entry shall be recessed, covered with an awning or both.



Section 5: Composition & Fenestration

This section will provide standards for the design and placement of windows and doors. As a point of reference, the scale of the Central Business Districts of Winter Park is one of its defining characteristics. Only a few of the buildings are over two stories in height. The openings, including doors, windows and storefronts shall respect the human scale. Eaves are low, upper floor windows are typically small and there is a high level of detail at the pedestrian scale. The proportions of the buildings are based on the human form and each building or facade must be treated as a consistent whole. New storefronts must respect historical proportions and their scale must be consistent with historic patterns in the downtown.

5.1 Windows

Configuration. The maximum square footage that is allowed per individual glazing panel is forty (40) square feet. Transom lights above the show windows and above doors are permitted. A bulkhead wall or landscaped area under show windows, with a minimum vertical dimension of twelve inches, in a contrasting material to the storefront is required. Frameless glazing, and etched glass are prohibited. All windows shall be recessed at least 1" behind the finished wall. Glass blocks shall not count towards transparency requirements.

Materials. Wood, steel and aluminum window frames are acceptable. Aluminum window frames are acceptable only if they have relief and articulation in the frame section.

Figure 5.1. Recessed Window Diagram

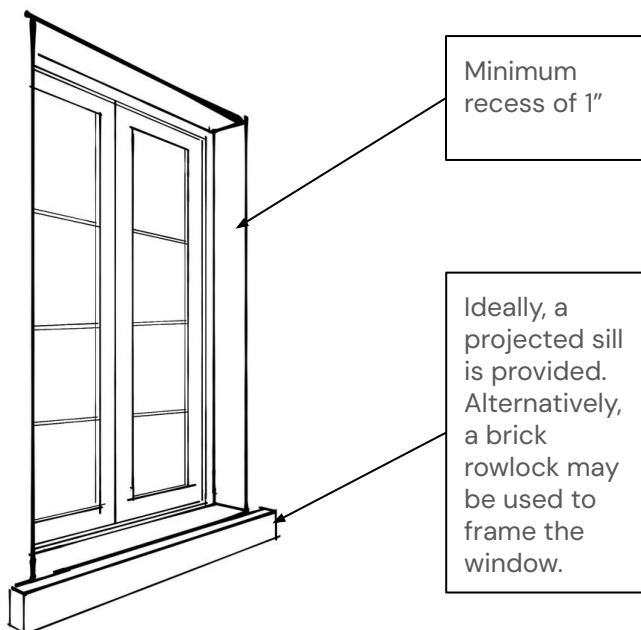
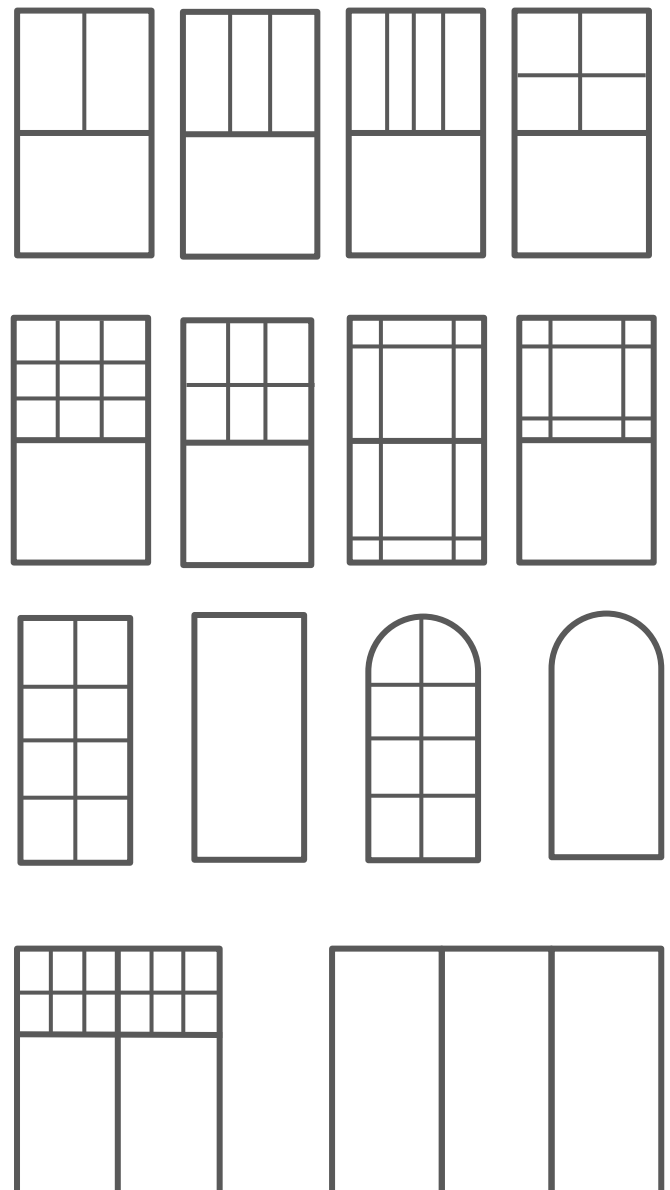


Figure 5.2 Window and Door Glazing Divisions



Section 5: Composition & Fenestration

5.2 Storefront Walls

Configuration. Facades shall provide variation in twenty to thirty-six foot intervals to reflect the rhythm of historical building patterns and traditional storefronts. Variations in storefront walls, such as changes in material, texture and/or color are required for walls over twenty feet (20'-0") long and at every 20'-0" to 36'-0" interval for the full linear length of the facade. At each end of the storefront, the system must cleanly abut and terminate into a pilaster or similar structural feature with a minimum horizontal dimension of one foot six inches (1'-6"). A bulkhead not less than 1'-4" in height shall be provided at the base of all storefront walls. Accordion doors, pocketing doors and movable glass doors are exempt from the bulkhead requirement.

Materials. The bulkhead shall be stone, masonry, or wood frame.

5.3 Doors

Configuration. Single leaf or double leaf swinging doors are required. Where possible, doors should be recessed from the perimeter wall. The maximum height of doors is eight feet (8'-0").

Materials. Wood doors, wood and glass doors and steel and glass doors are acceptable. Aluminum and glass doors are acceptable provided they have relief and articulation in the frame section. Security gates, grills and sliding doors are not permitted.

Figure 5.3 Storefront Window Divisions

* Muntins shall be applied to the exterior glazing surface.

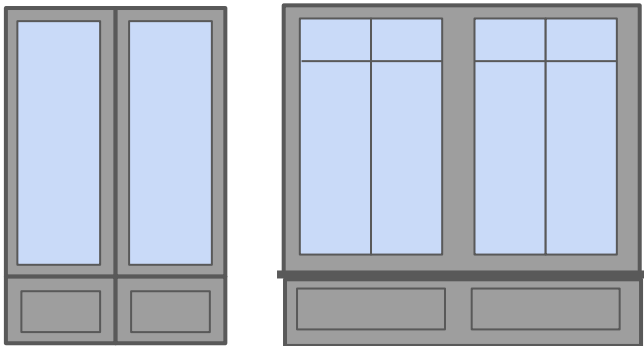
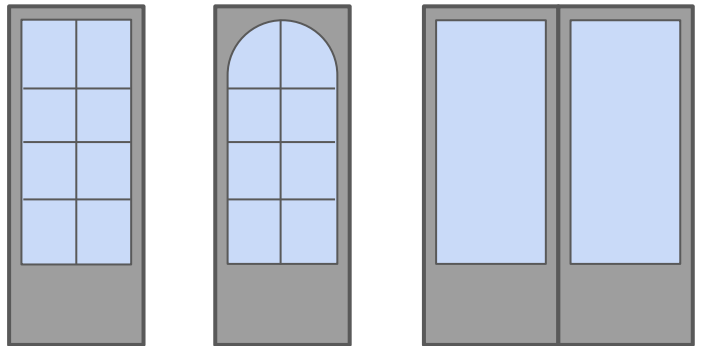


Figure 5.4 Doors

* Muntins shall be applied to the exterior glazing surface.



Section 6: Elements and Details

6.1 Awnings, Canopies and Pedestrian Coverings

Configuration. Awnings, canopies, balconies, or other approved pedestrian coverings shall be required for all buildings fronting Park Avenue, New England Avenue, and Orange Avenue. Awnings and canopies serving outdoor seating at restaurants shall project a minimum of eight feet (8') from the principal building façade; provided, however, that the Planning and Zoning Department may, upon demonstration of site- or building-specific conditions, approve a projection of lesser or greater depth, so long as no projection violates applicable building or fire code requirements.

All other buildings shall provide a covering—such as awnings, canopies, or second-floor balconies—with a minimum depth of three feet (3'). A lesser depth, or omission of this requirement, may be approved by the Planning and Zoning Department if site or building-specific conditions or constraints warrant such an exception. In all cases, awnings shall not obscure the horizontal expression line or extend into the second-story façade.

Materials. Awnings shall be canvas or metal. Signage and lettering shall be limited to the valence of the awning.

Figure 6.1 Awnings and Canopies



An example of compatible awnings/canopies.

Figure 6.1 Prohibited Awnings and Canopies



Avoid large signage or lettering on the main body of the awning.



Section 6: Elements and Details

6.2 Balconies

Configuration. Balconies shall be cantilevered from the facade of the building. Balcony structural supports shall not extend to the ground, however, structural brackets or tie back rods are permitted. Balconies shall extend a minimum of one foot from the face of the building and a maximum of three and a half feet into the setback or rights-of-way. Materials, including railings, should complement the facade of the building.

Materials. Balconies shall be metal, masonry or wood.

Figure 6.2. Balconies



6.3 Cornices and Parapets

Cornices and parapets are important character defining elements of historic buildings and are usually associated with a particular architectural style. Historic commercial buildings typically have a cornice at the top of the building and often to signify an upper level floor. Parapets finish the top of a wall shielding flat roofs and rooftop mechanical equipment systems from view; both also provide building decoration. A cornice or parapet may be constructed from a variety of materials, including stone, brick, cast masonry, stucco, terra-cotta, wood or metal. Their different configurations, details, materials and colors all enrich the character of a building facade.

Original cornice and frieze elements should be preserved and maintained. Removal of these results in a blank, unfinished look.

In cases where the original cornice or parapet is missing, the installation of a new cornice or parapet, based on physical or pictorial evidence of the original design, is encouraged.

If no historical, physical and/or pictorial evidence exists for a particular building, new cornices may be of a design that is compatible in style, size, scale, and materials

Figure 6.3. Cornices & Parapets



Elements and Details

6.4 Ornamentation

Ornamentation may be used to achieve a specific architectural style and may include:



Quoins – Stones or bricks that accentuate the corners of buildings.



Pediments – Triangular gables above entrances or windows, common in classical architecture.



Dentils – Small, tooth-like blocks found in moldings, particularly under cornices.



Moldings – Trim elements such as crown, chair rail, or base moldings.



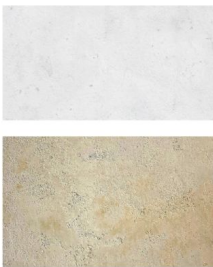
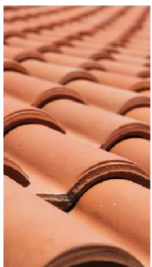
Friezes – Decorative horizontal bands, often with relief sculptures or patterns.



Brackets and Corbels – Decorative supports under eaves or ledges, often carved or shaped.

Section 7: Materials, Texture and Color

1. **Intent.** To ensure the architectural design achieves a cohesive aesthetic, this section establishes requirements for materials, texture, and color. These elements should work together harmoniously to enhance the overall visual identity, durability, and context of the project.
2. **Materials.** All applicants shall provide a description and imagery for:
 - a. Primary Materials (e.g. brick, stucco, wood, fiber cement or stone),
 - b. Secondary Materials (e.g. glass, decorative stone, or roof tile).
 - c. Fixtures and Frames (e.g. light fixtures, window frame, or building signage)
3. **Texture.** All applicants shall provide a description and imagery for their proposed surface variation (e.g. smooth stucco with rough stone accents).
4. **Color.** Proposed building colors shall be shown on building renderings and provided as part of the submittal.
5. **Lighting.** Exterior building lighting is encouraged to be a warm color temperature (i.e. 2700K or less).



Section 8: Definitions

8.1 Graphics

The graphics, tables, and text utilized throughout this code are regulatory. In case of a conflict, text shall control over tables and graphics. Further tables shall control graphics.

8.2 Defined Terms

The following terms shall have the following meanings.

Awning. Mounted to a building and extends over doors, windows or patios to provide shelter from the sun and rain. Awnings may be of different materials, such as fabric or metal.

Balcony. An open air cantilevered structure.

Bulkhead. For the purposes of this document, a bulkhead shall be defined as the wall or portion of wall supporting a store front window.

Chevron. A figure, pattern, or object having the shape of a V or an inverted V.

Colonnade. A row of columns supporting a roof, an entablature, or arcade.

Cornice. A cornice is an ornamental molding or projection that runs along the top of a building or structure.

Facade. The exterior face of a building, including but not limited to the wall, windows, windowsills, doorways, and design elements. The front facade is any building face adjacent to the front property line.

Fenestration. The arrangement, proportioning, and design of windows and doors in a building

Frontage. The linear footage of property abutting a dedicated street or highway as measured along a lot or parcel of land. The length of the property line of any one parcel along a street on which it borders. For businesses in shopping centers it shall be measured along the front face of that portion of the building occupied by the business.

Glazing. Glazing encompasses the glass components on a building, including windows, doors, and any fixed glass openings regardless of tint or treatments.

Loggia. A gallery or room with one or more open sides, especially one that forms part of a house and has one side open to the garden.

Parapet. Parapets finish the top of a wall shielding flat roofs and rooftop mechanical equipment systems from view while also providing building decoration.

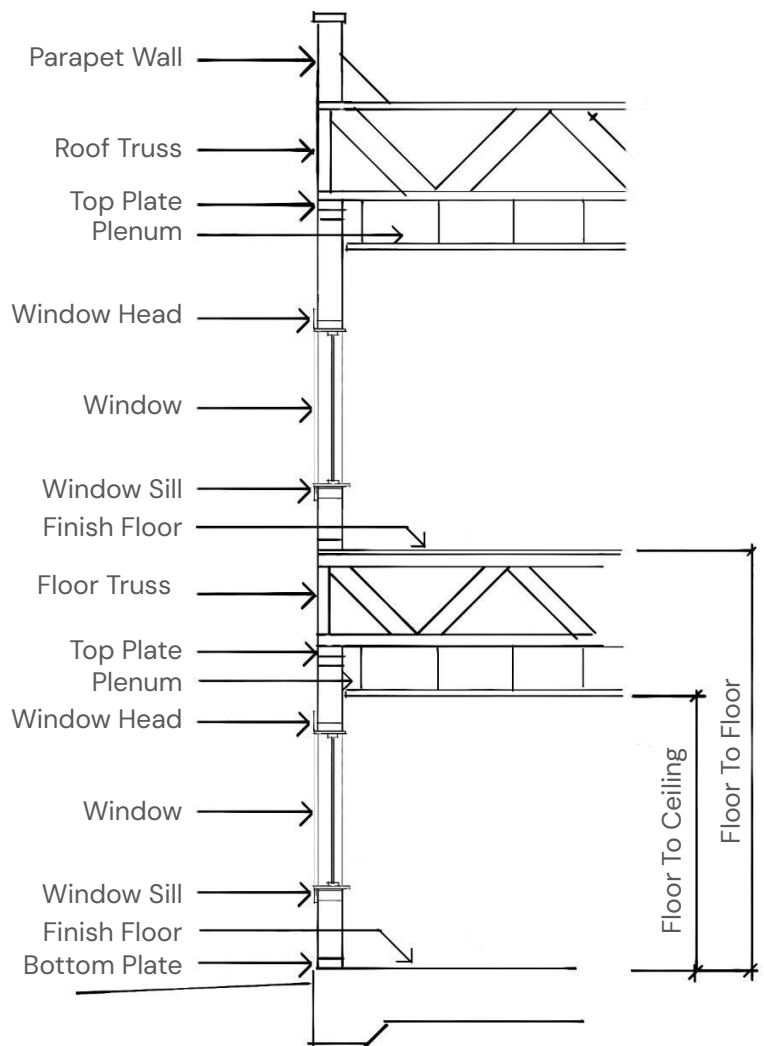
Pediment. The triangular upper part of the front of a building in classical style, typically surmounting a portico of columns.

Top Plate. A top plate is a horizontal framing member at the top of a stud wall that supports the roof structure or floor above. See Figure 8.1.

Transom. A horizontal crossbar in a window, over a door, or between a door and a window or fanlight above it.

Transparency. Clear, non-reflective glass that provides unobstructed views into interior spaces; mirrored, heavily tinted, frosted, or spandrel glass is not considered transparent.

Figure 8.1 Wall Framing Diagram





STRINGFELLOW

PLANNING & DESIGN

DESIGN STANDARDS

Winter Park, Florida

Last Updated: 6.02.2025



TABLE OF CONTENTS

<u>Introduction</u>	<u>03</u>
Architectural Styles	06
Area Boundaries	14
Summary Table	15
Process/Administration	16
Frontage Types	17
Massing and Composition	19
Fenestration	20
Elements and Details	23
Materials, Textures, Color	26
<u>Definitions</u>	<u>27</u>



Introduction

This section provides the intent and background of the design standards provided herein.

The City of Winter Park, through its Planning Department, is working with private property owners in a cooperative effort to preserve and enhance the character and appearance of its Districts and Corridors. This effort is part of a larger program through the City's Beautification Network to establish Winter Park as "The Most Beautiful Urban Village in the South."

The design standards contained within this document apply to the exterior facades of buildings and are required of those properties in the general boundaries shown on the maps on the following pages. The standards address such things as the storefront facades, building massing and components, frontage types, awnings, canopies, building color and materials.

Purpose of the Standards. The standards are based on the positive features of the existing buildings. Their purpose is to ensure compatibility with the neighborhood, and to stimulate creative design solutions while promoting a sense of relatedness among properties. They are also aimed at enhancing the appearance of buildings by promoting a compatible architectural style and facade of each individual building while maintaining the eclectic mix of architectural styles and appearances among different buildings in the downtown area. These standards are also intended as a protection against unsightly, incompatible or outlandish architectural styles or colors that are solely intended to attract attention and visibility rather than conforming to and enhancing the character of the established areas.

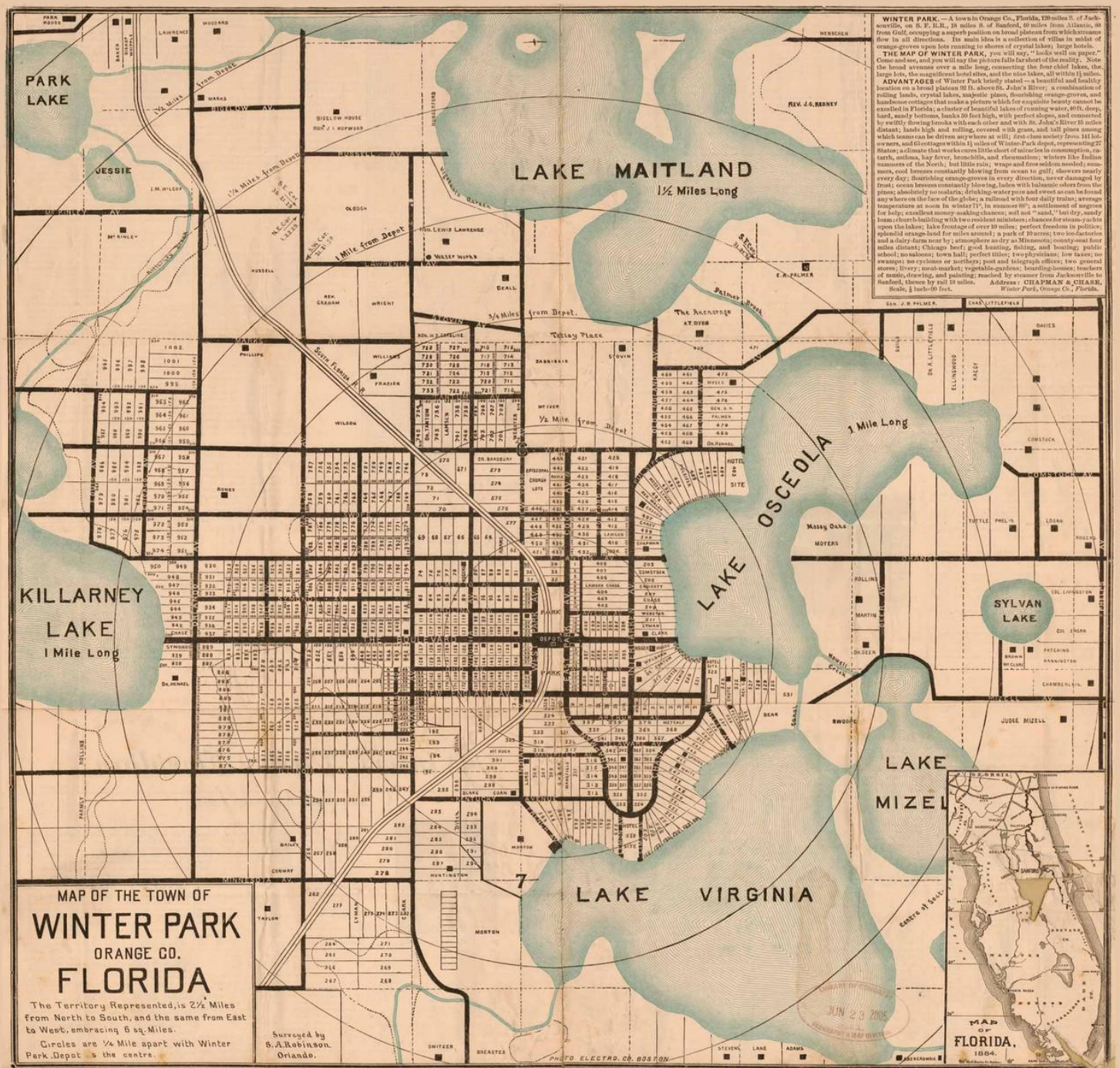
"So long as each architect and each client thinks only of his own building, how individual and how noticeable he can make it, little progress in the total effect can be expected. Architects should be trained to think first of how their building will take its place in the picture already existing. The harmony, the unity which binds the buildings together and welds the whole into a picture, is so much the most important consideration that it should take precedence. Within the limits of this enclosing unity there is plenty of scope for variety, without resorting to that type which destroys all harmony by its blatant shouting."

~Raymond Unwin in *Towns & Town-Making Principles*,
1909



Introduction: Historic Walkability

The historical map included below demonstrates how the original design of Winter Park focuses on a grid pattern of streets that are compact and walkable. In addition to the street grid, the City is designed around the original train depot and a distance radius is included in this map that radiates out from the depot and Central Park. Density and intensity of development were directly related to these radii, which in modern planning practice are used to define “walk-sheds”. For example a ¼ mile radius indicates a 5 minute walk shed. Originally, many of the roadways were intended to terminate into the surrounding lakes in order to preserve lakeviews as a public amenity. Modern day New York Avenue was also designated as West Park Avenue indicating a desire to frame Central Park with a traditional Main Street development on both sides of the park. This design element would be consistent with the defining feature of a “central park”. Later the introduction of Orange Avenue and Fairbanks Ave helped address growing traffic congestion but introduced new physical barriers within the original 6 square miles of historic Winter Park. Coupled with the widening of Orlando Avenue over time, a safe and comfortable walking distance in Winter Park has largely been reduced to the ¼ mile to ½ mile radius. This framework is important in understanding that Winter Park has always been intended to be experienced at the pedestrian scale. As such, building design and architecture must reflect the pedestrian experience.



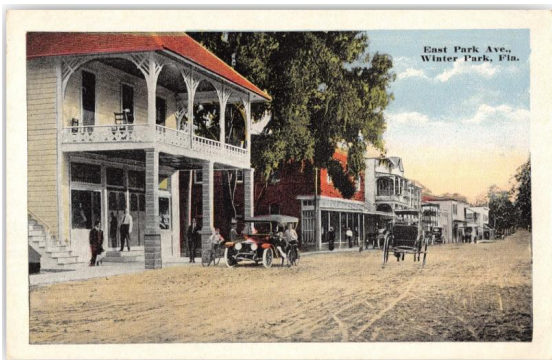
Introduction

This section provides the intent and background of the design standards provided herein.



Conservation of Design. The history of Winter Park is rich in culture, arts and craftsmanship. With its meandering chain of lakes, stately oaks, and historic charm, it has long been a place where natural beauty and architectural excellence are abundant. Founded in the late 19th century as a winter retreat for affluent Northerners, the city quickly became renowned for its Mediterranean Revival and Colonial Revival architecture, which blend harmoniously with the lush landscape. Walking through its historic neighborhoods, experiencing its ancient Oak trees, and driving its brick streets, one can feel the deep sense of place that emerges from the preservation of these timeless designs.

The concept of "Conservation of Design" in Winter Park is more than just protecting old structures; it's about nurturing the soul of the community by guiding future development to reflect the city's historic fabric. This philosophy fosters a dialogue between past and present, ensuring that new designs pay homage to the city's cultural legacy. By encouraging architecture that is both innovative and respectful of Winter Park's historical roots, the city is able to evolve in a way that continues its cultural story. The design standards within this document, are intended to protect Winter Park's history, but also forge a path to make history through compatible urban design and architecture.



Park Avenue during Art Festival, Winter Park, Florida

Section 1: Architectural Styles

These styles reflect and summarize the range of architectural expression that occurs within the established boundaries. There are six (6) broad categories of architectural styles in this section. These architectural styles can be applied with a degree of flexibility. These architectural styles represent only a small portion of the architectural vocabulary appropriate for development within Winter Park. Additional architectural styles and/or individual building precedents beyond the scope of these standards may also be acceptable, provided an architectural narrative and design intent board is provided as described in this document. Some example images shown are larger in scale than the zoning code may permit, these images are intended to demonstrate architectural style, not adherence to zoning requirements.

1.1 Contemporary Mediterranean.

- a. **Origins and Influences:** Combines the formal elegance of Italian Renaissance with elements of Mediterranean Revival, highlighting classical Roman and coastal Mediterranean traditions.
- b. **Key Characteristics:**
 - i. *Roofing:* Low-pitched or hipped roofs with terra-cotta or red barrel tiles.
 - ii. *Walls:* Stucco or stonework, often in light, warm tones.
 - iii. *Windows and Doors:* Symmetrical designs with pediments or arches; sometimes accented with decorative ironwork.
 - iv. *Details:* Columns and pilasters in Tuscan, Ionic, or Corinthian orders, alongside carved stone or tile details.
 - v. *Spaces:* Formal loggias, balconies, and structured courtyards.
- c. **Overall Aesthetic:** Grand, symmetrical, and proportionate, with a balance of classical formality and coastal charm.
- d. **Regional Use:** Ideal for urban settings, resorts, and grand residences in warm climates. Found in Florida, California, and Mediterranean-inspired communities globally.



Section 1: Architectural Styles

1.2 Spanish Revival

- a. **Origins and Influences:** Merges Spanish Colonial simplicity with the eclectic and romantic elements of Spanish Eclectic, drawing on Moorish, Mexican, and regional Spanish traditions.
- b. **Key Characteristics:**
 - i. *Roofing:* Red tile roofs with irregular and curving lines.
 - ii. *Walls:* Stucco exteriors in earthy or white tones, with thick adobe or stone walls where applicable.
 - iii. *Windows and Doors:* Arched doorways and windows, often asymmetrical, with decorative ironwork and vibrant tile surrounds.
 - iv. *Details:* Central courtyards, recessed windows, and irregular massing. Emphasis on vibrant tilework, wood detailing, and ornamental motifs.
- c. **Overall Aesthetic:** Warm, inviting, and detailed, with a romantic, informal charm.
- d. **Regional Use:**
 - i. Common in the American Southwest, California, Florida and warm climates. Frequently used for residential designs, mission-style buildings, and public architecture with a romantic Spanish influence.



Section 1: Architectural Styles

1.3 Main Street Americana

- a. **Origins and Influences:** Rooted in the organic growth of small-town America, this style blends practical and modest elements from various architectural traditions, emphasizing functionality and charm over uniformity.
- b. **Key Characteristics:**
 - i. *Roofing:* A mix of flat roofs with parapets, low-pitched gables, and occasional decorative rooflines.
 - ii. *Walls:* Brick, wood siding, or stucco facades, often accented with painted signs or light trim detailing.
 - iii. *Windows and Doors:* Large storefront windows with transoms on the ground floor; upper floors typically feature simpler double-hung or casement windows. Doors are often recessed or centrally located, with minimal decorative elements.
 - iv. *Details:* Cornices, simple trim, and awnings or canopies. Variations in individual buildings provide character while maintaining a cohesive streetscape.
- c. **Overall Aesthetic:** Eclectic, inviting, and human-scaled, balancing charm with practicality.
- d. **Regional Use:** Common in historic downtown areas and small towns across the U.S., particularly in revitalized districts for mixed-use purposes.



Section 1: Architectural Styles



1.4 Industrial / Chicago Style / Adaptive Reuse

- a. **Origins and Influences:** Developed in the late 19th and early 20th centuries, this style emerged from the industrial and commercial architecture of urban centers like Chicago. It prioritizes functionality, structural expression, and efficient material use. Adaptive reuse revitalizes these utilitarian structures by transforming them into modern mixed-use spaces while preserving their industrial heritage.
- b. **Key Characteristics:**
 - i. **Roofing:** Predominantly flat roofs, often with large, open rooftop spaces adapted for modern use.
 - ii. **Materials:** Exposed brick walls, steel beams, and concrete elements showcase the rugged, utilitarian origins of the style.
 - iii. **Windows:** Large, multi-pane or steel-framed windows maximize natural light and highlight the connection between interior and exterior spaces.
 - iv. **Details:** Utilitarian features such as factory-style doors, industrial hardware, and minimalist finishes reflect the building's industrial roots.
- c. **Overall Aesthetic:** Raw, functional, and stylish, combining rugged historical elements with modern simplicity. This style juxtaposes aged materials with contemporary finishes to create spaces that are both practical and visually striking.
- d. **Regional Use:** Initially prominent in cities with significant industrial histories, such as Chicago, New York, and Detroit. Today, it is globally popular in urban revitalization projects, often found in mixed-use developments, loft apartments, offices, and cultural venues.



Section 1: Architectural Styles



1.5 Art Deco

- a. **Origins and Influences:** Emerging in the 1920s and 1930s, Art Deco draws inspiration from industrialization, ancient cultures, and the Machine Age. It emphasizes modernity, luxury, and geometric design.
- b. **Key Characteristics:**
 - i. *Roofing:* Flat or stepped roofs, often adorned with decorative parapets or spire-like elements for visual emphasis.
 - ii. *Walls:* Smooth stucco, concrete, or stone exteriors, often accented with bold geometric patterns, vertical grooves, or ornamental details.
 - iii. *Windows and Doors:* Symmetrical or ribbon-style windows with metal frames; doors often feature bold frames, or stylized motifs like sunbursts or chevrons.
 - iv. *Details:* Geometric ornamentation, including zigzags, chevrons, and stylized floral or animal motifs. Polished metals, intricate grillwork, and terrazzo flooring are common.
- c. **Overall Aesthetic:** Sleek, dynamic, and bold, Art Deco balances clean lines with decorative richness, creating an impression of glamour and innovation.
- d. **Regional Use:** Prominent in urban centers like New York, Miami, and Chicago, often seen in theaters, skyscrapers, public buildings, and historic districts undergoing revitalization. Today, it remains a defining feature of 20th-century modernist design worldwide.



Section 1: Architectural Styles



1.6 Modern and Mid-Century Modern

- a. **Origins and Influences:** Modern architecture emerged at the end of the 19th century from revolutions in technology, engineering, and building materials, and from a desire to break away from historical architectural styles and invent something that was purely functional and new. Form follows function: buildings are designed primarily to serve their intended purpose with minimal unnecessary details.
- b. **Key Characteristics:**
 - i. **Roofing:** Flat roofs are a defining feature of modern architecture, contributing to a sleek or geometric appearance.
 - ii. **Walls:** Concrete, steel, and glass are commonly used in modern architecture.
 - iii. **Windows and Doors:** Large windows and strategic design maximize the use of natural light.
 - iv. **Details:** The "less is more" approach minimizes unnecessary elements and focuses on essential design components.
- c. **Overall Aesthetic:** Modern architecture prioritizes clean, straight lines and smooth surfaces, avoiding excessive ornamentation.
- d. **Regional Use:** Modern architecture is centered in major cities like New York, Los Angeles, and Chicago. Prominent examples of modern architecture in the United States include the Guggenheim Museum, the Seagram Building, the Farnsworth House, the Eames House, the Kaufmann Desert House, and the Gropius House.



Contemporary Architecture

1.7 Contemporary Architecture

- a. **Origins and Influences:** Contemporary architecture is not tied to a specific time period but rather reflects the design trends, technologies, and social values of the present moment. Because contemporary architecture is constantly changing, it resists rigid definition and instead represents an ongoing exploration of form, function, and materiality.
- b. **Key Characteristics:**
 - i. **Roofing:** Varies widely—can include flat, sloped, or green roofs depending on the design intent and environmental considerations.
 - ii. **Walls:** A diverse mix of materials including steel, glass, wood, concrete, recycled content, and innovative composites; emphasis is often on texture, sustainability, and contrast.
 - iii. **Windows and Doors:** Often expansive, with a focus on blurring interior and exterior spaces and enhancing natural light.
 - iv. **Details:** Asymmetry, unconventional forms, and cutting-edge technologies are embraced. Ornamentation may be subtle or boldly experimental, depending on the narrative of the project.
- c. **Overall Aesthetic:** Contemporary architecture emphasizes innovation, openness, and adaptability. It can range from minimalist to sculptural, but always seeks to reflect the spirit of the time and place.



Figure 1.1 Inspirational Imagery

The following images are intended to provide examples of appropriate design.



Arches and ornamentation are used to invoke a sense of architectural style in a building that is otherwise "square".



In this image the ground floor transparency is higher than the upper floors, the shutter and awning colors are coordinated and the interior courtyard creates a meaning articulation in the building.



Awnings or roof overhangs with brackets create a pedestrian scale in architecture.



The building on the left ties the horizontal expression line into a balcony feature and suggests arched columns in the framing of its windows and doors. On the right, the one story building combines ornate pilasters, bracketed overhangs and a pitched roof accent which allows for a taller one-story building to feel less imposing.



Multiple buildings with a diversity of materials, awning colors, and decorative lighting can feel "cohesive" when the height and scale of such elements is coordinated.

Cantilevered porches can add depth to a facade. A "heavier" base material on the first floor can emphasize pedestrian scale and allow for a more pronounced horizontal expression line.



Figure M. Area Boundaries

This section provides the intent and background of the design standards provided herein.

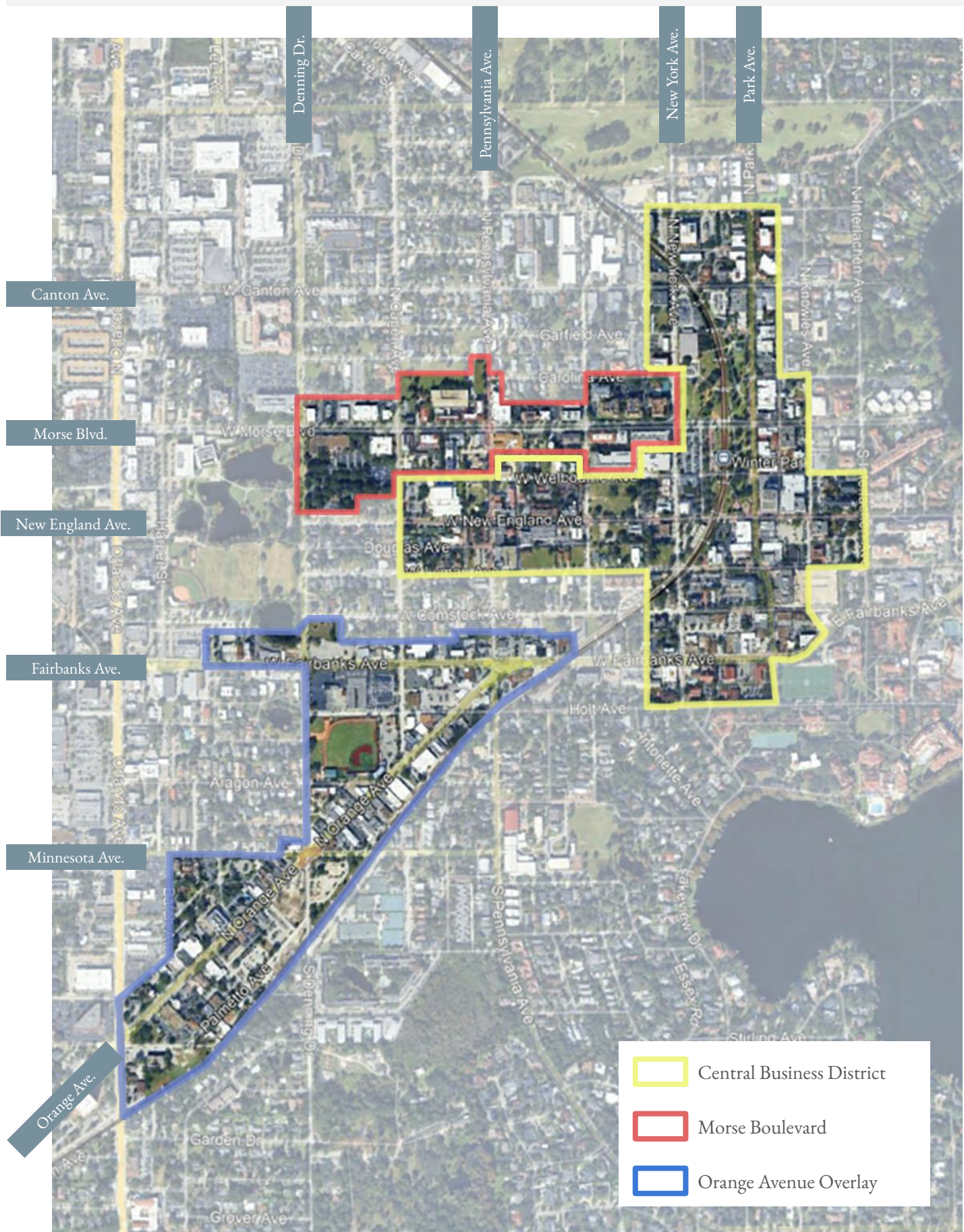


Table 1 Area Specific Recommendations & Requirements

	Central Business District	Morse Boulevard	Orange Avenue Overlay
RECOMMENDED DESIGN BY CONTEXT			
ARCHITECTURAL STYLES			
Contemporary Mediterranean	✓	✓	✓
Spanish Revival	✓	✓	
Main Street Americana	✓		✓
Industrial / Chicago Style	✓	✓	✓
Art Deco	✓	✓	✓
Modern / Mid Century			✓
Contemporary			✓
FRONTAGE TYPES			
Terrace	✓	✓	✓
Forecourt	✓	✓	✓
Stoop	✓	✓	✓
Storefront	✓	✓	✓
Gallery	✓	✓	✓
Arcade	✓	✓	
MATERIALS			
Stone	✓	✓	✓
Brick	✓	✓	✓
Stucco	✓	✓	✓
Siding	✓	✓	✓
SUMMARY OF REQUIREMENTS			
MASSING & COMPOSITION			
Horizontal Building Articulation	Buildings shall articulate every 36 linear feet a minimum of 2 feet.		
First Floor Transparency	Minimum 50% between 2’ and 10’ above grade		
Upper Floor Transparency	Minimum 25% with a Maximum of 50%, measured between finished floor to the top plate (may be multiple stories). In no case shall the upper floors have more square footage of transparency per floor than the first floor.		
Glazing Requirement	Glazing shall be limited to 60% of any facade measured as total glazing divided by total gross facade square footage. In no case shall the upper floors have more square footage of glazing per floor than the first floor.		
Entry Requirements	Entry Doors shall be recessed		N/A
FENESTRATION			
Proportion of Opening	All openings must be vertically proportioned with a minimum ratio of 1.4:1 (vertical to horizontal), or broken down into vertically proportioned sections with a minimum ratio of 1.4:1 (vertical to horizontal).		
Bulkheads	Required height of 1’4” except where an accordion door, pocketing door or movable glass door is proposed.		N/A
Maximum Window Square Footage	Max square footage for an individual glazing panel is forty (40) square feet		
ELEMENTS AND DETAILS			
Awnings & Canopies	Awnings shall be canvas or metal		N/A
Balconies	Balconies shall be cantilevered and shall extend a minimum of one foot (1’) from the face of the building		N/A

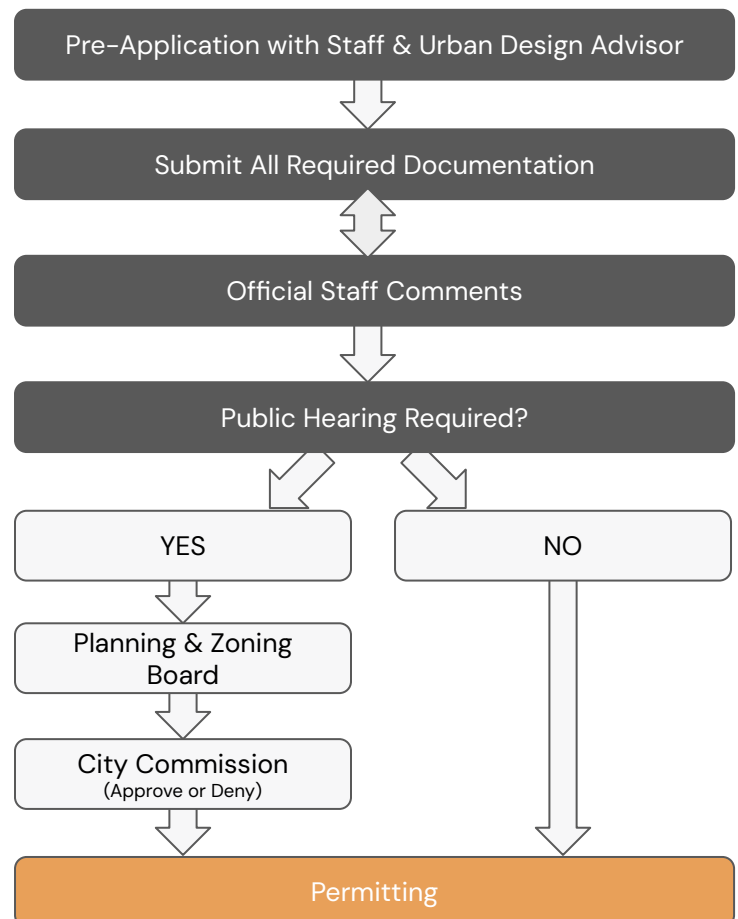


Section 2: Process & Administration

1. **Applicability.** These standards are applicable to all properties within the boundaries described in Figure M.
2. **Conditional Uses.** All [conditional uses](#) subject to these provisions are required to provide the documents detailed in this section for staff and Urban Design Advisor review prior to the scheduling of any public hearing.
3. **New Construction.** Before a building permit may be issued for any new construction, approval from the Planning and Zoning Department, based on compliance with these standards, is required.
4. **Renovations and Remodels.** Prior to issuance of a building permit, an approval is required by the Planning and Zoning Department of the facade construction, or renovation and/or remodeling including awnings and signs. For any building renovations or remodeling, the applicability of these regulations is limited to the extent that the proposed changes are expressly governed by these standards. For instance, a renovation limited to a storefront wall must comply with the criteria specifically established for storefront walls under these regulations.
5. **Interpretation in the Application of these Standards.** The Commission retains discretion to apply these standards when evaluating the “compatibility” of conditional uses in other areas of the City.
6. **Conflicts with Existing Code.** To the extent these standards conflict with existing code, the more restrictive code requirements shall apply.

✓ Required Documents

- ❑ **Conceptual Plan, drawn to scale, with all required information detailed in this section.**
- ❑ **2D Elevations, in color, drawn to scale, for all sides of the building.**
- ❑ **3D Rendering of Building at pedestrian scale for all sides of the building.**
- ❑ **Proposed Frontage Type(s) of the building(s).**
- ❑ **Architectural Narrative.** The applicant, at a minimum, shall name their architectural style (which may blend multiple styles) and provide the defining characteristics of their proposed style. Defining characteristics shall include fenestration details, building detailing (roof, balconies/porches, coverings/awnings, column style, exterior materials, etc.) The applicant should provide a rationale for why their architectural style should be considered compatible with Winter Park and the buildings adjacent to their project.
- ❑ **Design Intent Board (Mood Board).** The applicant shall provide a sheet of colored images depicting the design intent for the building. Refer to Materials, Textures and Colors section.
- ❑ **Open Spaces, Landscape and Furnishings.** The applicant shall provide intent for furnishings, walking paths, landscaping palette and hardscape intent for any proposed or code required Open Space.



Section 3: Permitted Frontage Types

Section View

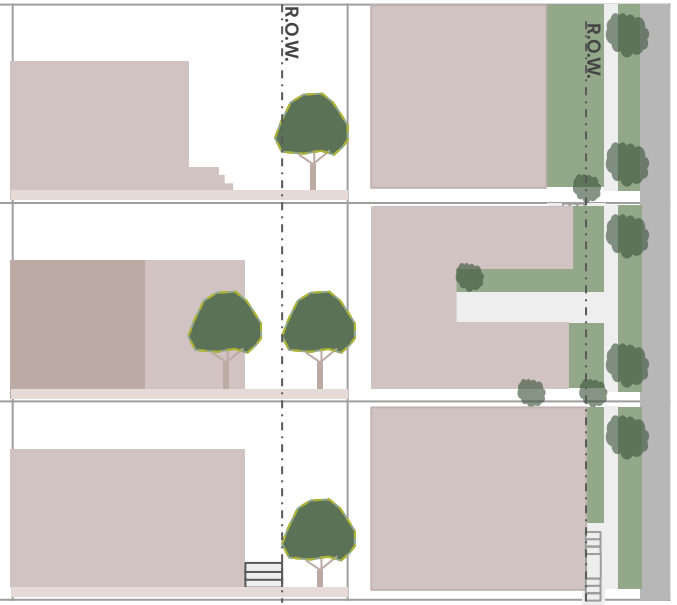
Plan View

All buildings shall adhere to one or more of the following frontage types.

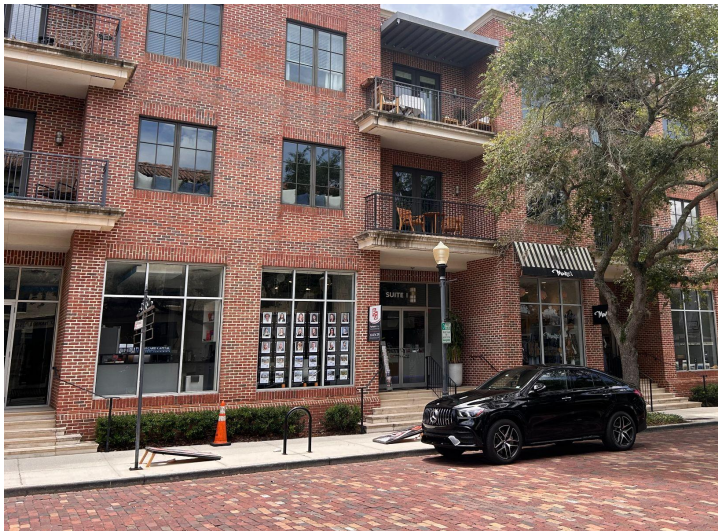
Terrace: a frontage where the building is set back from the property line by an elevated terrace. This buffers residential use from busy sidewalks and protects the private yard from public encroachment. Terraces in non-residential development shall be a minimum of 8 feet deep.

Forecourt: a frontage wherein a portion of the building is close to the property line and the central portion is set back. The forecourt created can be suitable for vehicular drop-offs as well. Forecourts should be used in conjunction with other frontage types.

Stoop: a frontage wherein the facade is aligned close to the property line with the first story elevated from the sidewalk sufficiently to secure privacy for the windows. The entrance is usually an exterior stair and landing. This type is recommended for ground-floor residential use.



Forecourt with storefront frontage type



Terrace with recessed entry



Stoop with outdoor seating.

Section 3: Permitted Frontage Types (cont.)

Section View

Plan View

All buildings shall adhere to one or more of the following frontage types.

Storefront: a frontage wherein the facade is aligned close to the property line with the building entrance at sidewalk grade. This type is conventional for retail use. It has a substantial transparency on the sidewalk level and an awning that may overlap the sidewalk to within 2 feet of the curb. A minimum 5' clear space is required for cafe seating.



Gallery: a frontage wherein the facade is aligned close to the property line with an attached column-supported cover or a lightweight colonnade overhanging the sidewalk. This type is conventional for retail use. The gallery shall be no less than 8 feet wide.

Arcade: a colonnade supporting habitable space that overlaps the Sidewalk, while the facade at sidewalk level remains at or behind the frontage line. This type is conventional for retail use. The arcade shall be no less than 8 feet wide.



Storefront with bulkhead, awnings and appropriate transparency



Gallery with a forecourt and cafe seating



Gallery with enhanced hardscape.

Section 4: Massing: Base, Middle and Top

This section will provide standards for the design and development of new buildings (or for substantial improvement of existing buildings) in order to preserve and enhance the visual aesthetics and compatibility with existing buildings, and allow for a positive pedestrian experience throughout Winter Park, specific design standards relating to various building types are required.



Cornice (Top)

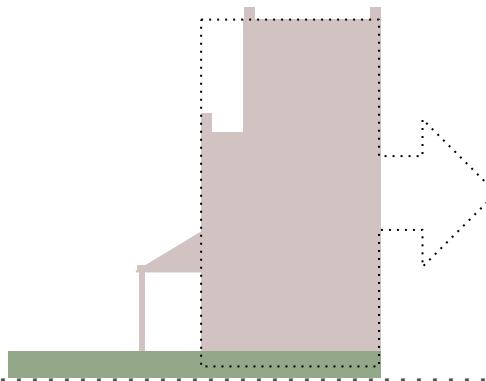
Parapet, Roof, Attic, HVAC, and other utilities

Upper Facade (Middle)

Lower Facade (Base)

Foundation, Ground Floor

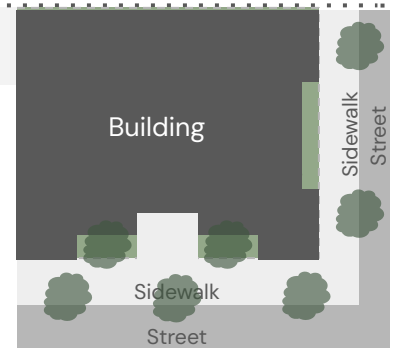
Streetscape – Sidewalk, tree planters, vehicular lanes



The primary inhabited area may span multiple floors. Window openings, architectural projections and doors shall demonstrate symmetrical spacing when providing building elevations for City review. Secondary setbacks may be required per the land development code.

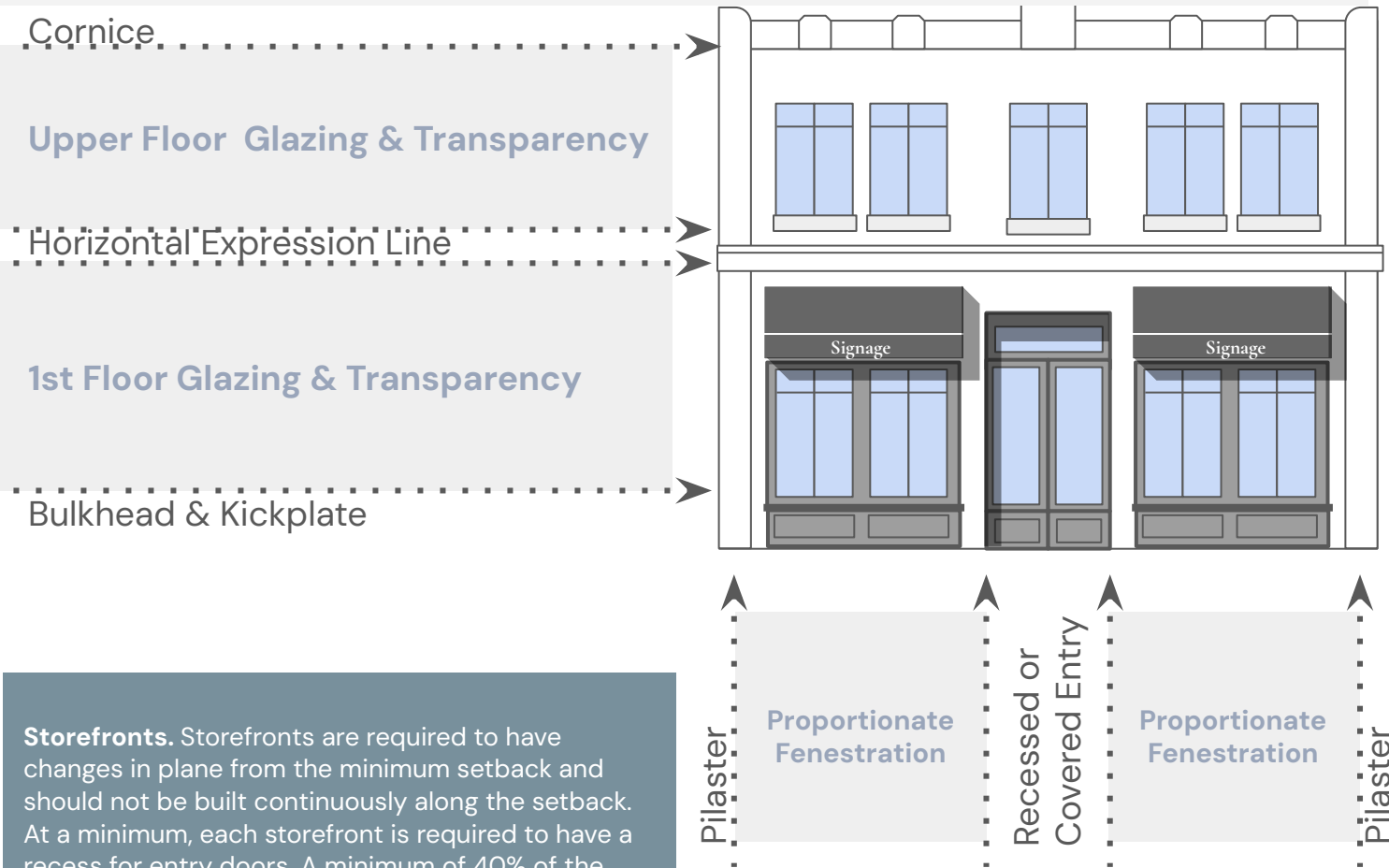
Building Articulation

Buildings shall articulate every 36' along any public frontage. The articulation shall be a minimum of 2'. For buildings 3 stories or taller, the upper floor articulation shall differ from the first floor at least once per public frontage.



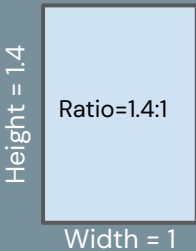
Section 5: Composition & Fenestration

Building composition and fenestration dictates much of the aesthetics and function of a building. These elements define rhythm and pattern while also establishing the balance and proportion.



Storefronts. Storefronts are required to have changes in plane from the minimum setback and should not be built continuously along the setback. At a minimum, each storefront is required to have a recess for entry doors. A minimum of 40% of the width of the storefront (maximum of 80%) must be recessed a minimum of one foot (1'-0") from the minimum setback.

Proportion and Scale of Openings All openings must be vertically proportioned with a minimum ratio of 1.4:1 (vertical to horizontal), or broken down into vertically proportioned sections with a minimum ratio of 1.4:1 (vertical to horizontal).



Element	Requirement
1st Floor Transparency	Minimum 50% between 2' and 10' above grade
Upper Floor Transparency	Minimum 25% with a Maximum of 40%, measured between finished floor to the top plate (may be multiple stories). In no case shall the upper floors have more square footage of transparency per floor than the first floor.
Entry	Entry shall be recessed, covered with an awning or both.

Section 5: Composition & Fenestration

This section will provide standards for the design and placement of windows and doors. As a point of reference, the scale of the Central Business Districts of Winter Park is one of its defining characteristics. Only a few of the buildings are over two stories in height. The openings, including doors, windows and storefronts shall respect the human scale. Eaves are low, upper floor windows are typically small and there is a high level of detail at the pedestrian scale. The proportions of the buildings are based on the human form and each building or facade must be treated as a consistent whole. New storefronts must respect historical proportions and their scale must be consistent with historic patterns in the downtown.

5.1 Windows

Configuration. The maximum square footage that is allowed per individual glazing panel is forty (40) square feet. Transom lights above the show windows and above doors are permitted. A bulkhead wall or landscaped area under show windows, with a minimum vertical dimension of twelve inches, in a contrasting material to the storefront is required. Frameless glazing, and etched glass are prohibited. All windows shall be recessed at least 1" behind the finished wall. Glass blocks shall not count towards transparency requirements.

Materials. Wood, steel and aluminum window frames are acceptable. Aluminum window frames are acceptable only if they have relief and articulation in the frame section.

Figure 5.2 Window and Door Glazing Divisions

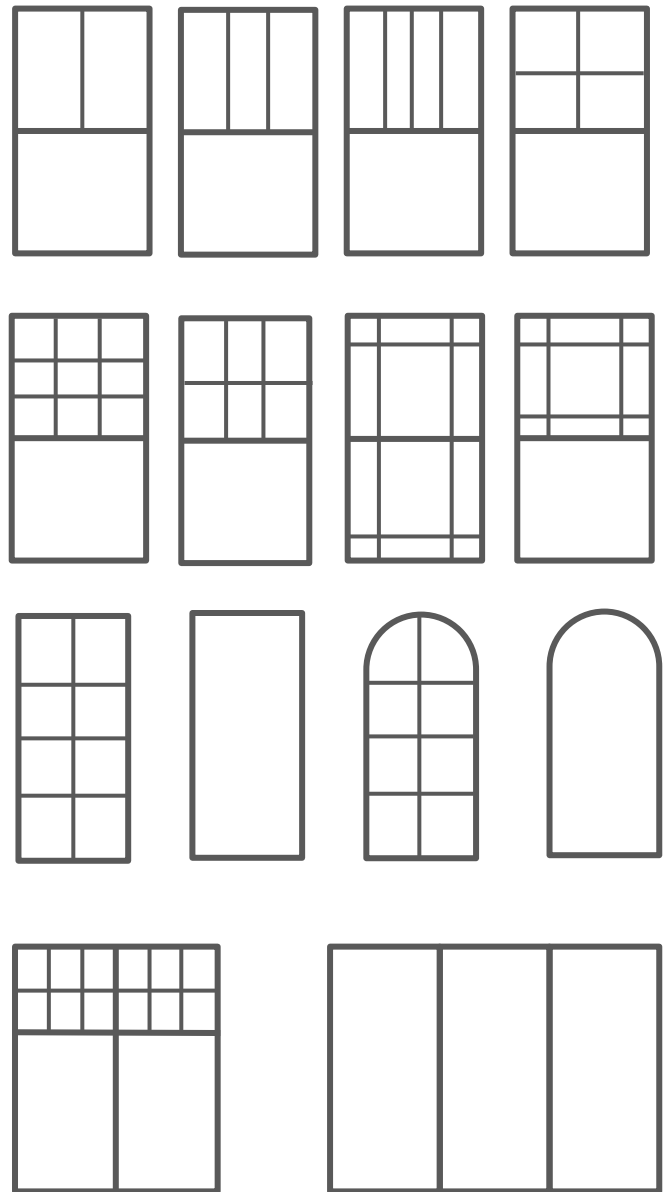
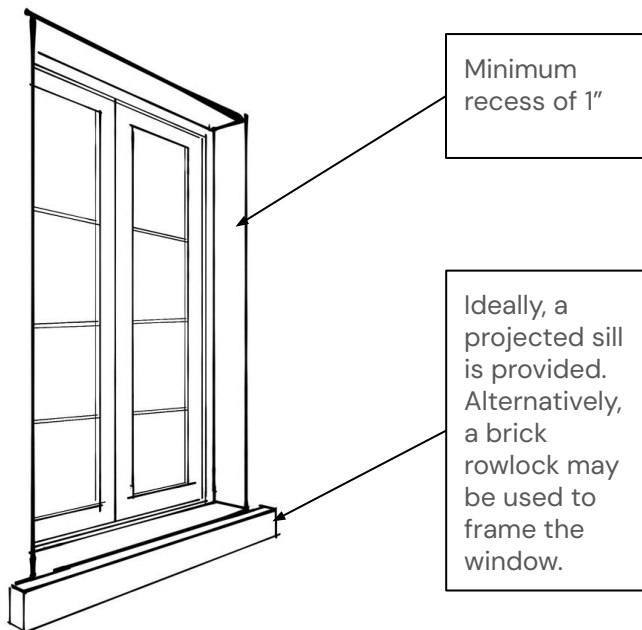


Figure 5.1. Recessed Window Diagram



Section 5: Composition & Fenestration

5.2 Storefront Walls

Configuration. Facades shall provide variation in twenty to thirty-six foot intervals to reflect the rhythm of historical building patterns and traditional storefronts. Variations in storefront walls, such as changes in material, texture and/or color are required for walls over twenty feet (20'-0") long and at every 20'-0" to 36'-0" interval for the full linear length of the facade. At each end of the storefront, the system must cleanly abut and terminate into a pilaster or similar structural feature with a minimum horizontal dimension of one foot six inches (1'-6"). A bulkhead not less than 1'-4" in height shall be provided at the base of all storefront walls. Accordion doors, pocketing doors and movable glass doors are exempt from the bulkhead requirement.

Materials. The bulkhead shall be stone, masonry, or wood frame.

5.3 Doors

Configuration. Single leaf or double leaf swinging doors are required. Where possible, doors should be recessed from the perimeter wall. The maximum height of doors is eight feet (8'-0").

Materials. Wood doors, wood and glass doors and steel and glass doors are acceptable. Aluminum and glass doors are acceptable provided they have relief and articulation in the frame section. Security gates, grills and sliding doors are not permitted.

Figure 5.3 Storefront Window Divisions

* Muntins shall be applied to the exterior glazing surface.

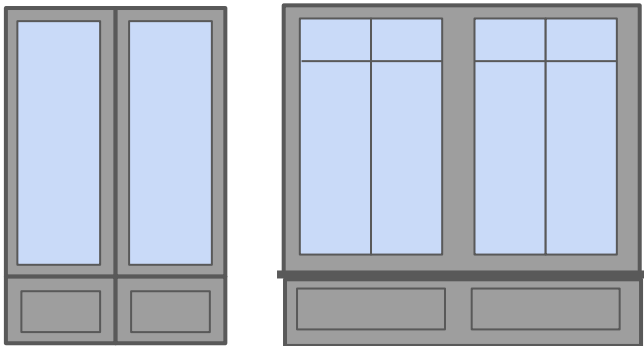
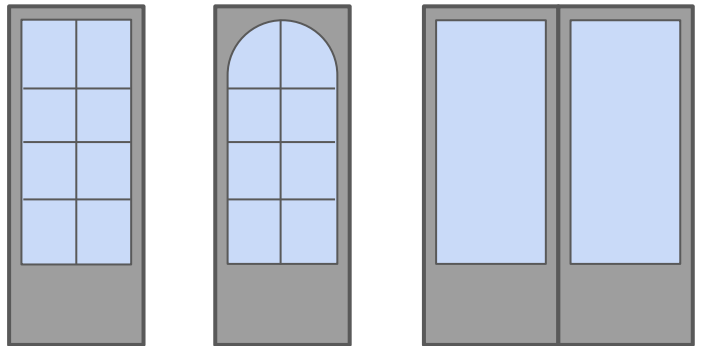


Figure 5.4 Doors

* Muntins shall be applied to the exterior glazing surface.



Section 6: Elements and Details

6.1 Awnings, Canopies and Pedestrian Coverings

Configuration. Awnings, canopies, balconies, or other approved pedestrian coverings shall be required for all buildings fronting Park Avenue, New England Avenue, and Orange Avenue. Awnings and canopies serving outdoor seating at restaurants shall project a minimum of eight feet (8') from the principal building façade; provided, however, that the Planning and Zoning Department may, upon demonstration of site- or building-specific conditions, approve a projection of lesser or greater depth, so long as no projection violates applicable building or fire code requirements.

All other buildings shall provide a covering—such as awnings, canopies, or second-floor balconies—with a minimum depth of three feet (3'). A lesser depth, or omission of this requirement, may be approved by the Planning and Zoning Department if site or building-specific conditions or constraints warrant such an exception. In all cases, awnings shall not obscure the horizontal expression line or extend into the second-story façade.

Materials. Awnings shall be canvas or metal. Signage and lettering shall be limited to the valance of the awning.

Figure 6.1 Awnings and Canopies



An example of compatible awnings/canopies.

Figure 6.1 Prohibited Awnings and Canopies



Avoid large signage or lettering on the main body of the awning.



Section 6: Elements and Details

6.2 Balconies

Configuration. Balconies shall be cantilevered from the facade of the building. Balcony structural supports shall not extend to the ground, however, structural brackets or tie back rods are permitted. Balconies shall extend a minimum of one foot from the face of the building and a maximum of three and a half feet into the setback or rights-of-way. Materials, including railings, should complement the facade of the building.

Materials. Balconies shall be metal, masonry or wood.

Figure 6.2. Balconies



6.3 Cornices and Parapets

Cornices and parapets are important character defining elements of historic buildings and are usually associated with a particular architectural style. Historic commercial buildings typically have a cornice at the top of the building and often to signify an upper level floor. Parapets finish the top of a wall shielding flat roofs and rooftop mechanical equipment systems from view; both also provide building decoration. A cornice or parapet may be constructed from a variety of materials, including stone, brick, cast masonry, stucco, terra-cotta, wood or metal. Their different configurations, details, materials and colors all enrich the character of a building facade.

Original cornice and frieze elements should be preserved and maintained. Removal of these results in a blank, unfinished look.

In cases where the original cornice or parapet is missing, the installation of a new cornice or parapet, based on physical or pictorial evidence of the original design, is encouraged.

If no historical, physical and/or pictorial evidence exists for a particular building, new cornices may be of a design that is compatible in style, size, scale, and materials

Figure 6.3. Cornices & Parapets



Elements and Details

6.4 Ornamentation

Ornamentation may be used to achieve a specific architectural style and may include:



Quoins – Stones or bricks that accentuate the corners of buildings.



Pediments – Triangular gables above entrances or windows, common in classical architecture.



Dentils – Small, tooth-like blocks found in moldings, particularly under cornices.



Moldings – Trim elements such as crown, chair rail, or base moldings.



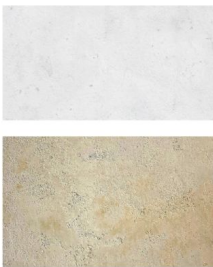
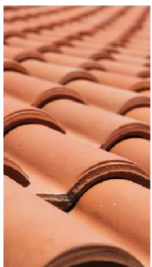
Friezes – Decorative horizontal bands, often with relief sculptures or patterns.



Brackets and Corbels – Decorative supports under eaves or ledges, often carved or shaped.

Section 7: Materials, Texture and Color

1. **Intent.** To ensure the architectural design achieves a cohesive aesthetic, this section establishes requirements for materials, texture, and color. These elements should work together harmoniously to enhance the overall visual identity, durability, and context of the project.
2. **Materials.** All applicants shall provide a description and imagery for:
 - a. Primary Materials (e.g. brick, stucco, wood, fiber cement or stone),
 - b. Secondary Materials (e.g. glass, decorative stone, or roof tile).
 - c. Fixtures and Frames (e.g. light fixtures, window frame, or building signage)
3. **Texture.** All applicants shall provide a description and imagery for their proposed surface variation (e.g. smooth stucco with rough stone accents).
4. **Color.** Proposed building colors shall be shown on building renderings and provided as part of the submittal.
5. **Lighting.** Exterior building lighting is encouraged to be a warm color temperature (i.e. 2700K or less).



Section 8: Definitions

8.1 Graphics

The graphics, tables, and text utilized throughout this code are regulatory. In case of a conflict, text shall control over tables and graphics. Further tables shall control graphics.

8.2 Defined Terms

The following terms shall have the following meanings.

Awning. Mounted to a building and extends over doors, windows or patios to provide shelter from the sun and rain. Awnings may be of different materials, such as fabric or metal.

Balcony. An open air cantilevered structure.

Bulkhead. For the purposes of this document, a bulkhead shall be defined as the wall or portion of wall supporting a store front window.

Chevron. A figure, pattern, or object having the shape of a V or an inverted V.

Colonnade. A row of columns supporting a roof, an entablature, or arcade.

Cornice. A cornice is an ornamental molding or projection that runs along the top of a building or structure.

Facade. The exterior face of a building, including but not limited to the wall, windows, windowsills, doorways, and design elements. The front facade is any building face adjacent to the front property line.

Fenestration. The arrangement, proportioning, and design of windows and doors in a building

Frontage. The linear footage of property abutting a dedicated street or highway as measured along a lot or parcel of land. The length of the property line of any one parcel along a street on which it borders. For businesses in shopping centers it shall be measured along the front face of that portion of the building occupied by the business.

Glazing. Glazing encompasses the glass components on a building, including windows, doors, and any fixed glass openings regardless of tint or treatments.

Loggia. A gallery or room with one or more open sides, especially one that forms part of a house and has one side open to the garden.

Parapet. Parapets finish the top of a wall shielding flat roofs and rooftop mechanical equipment systems from view while also providing building decoration.

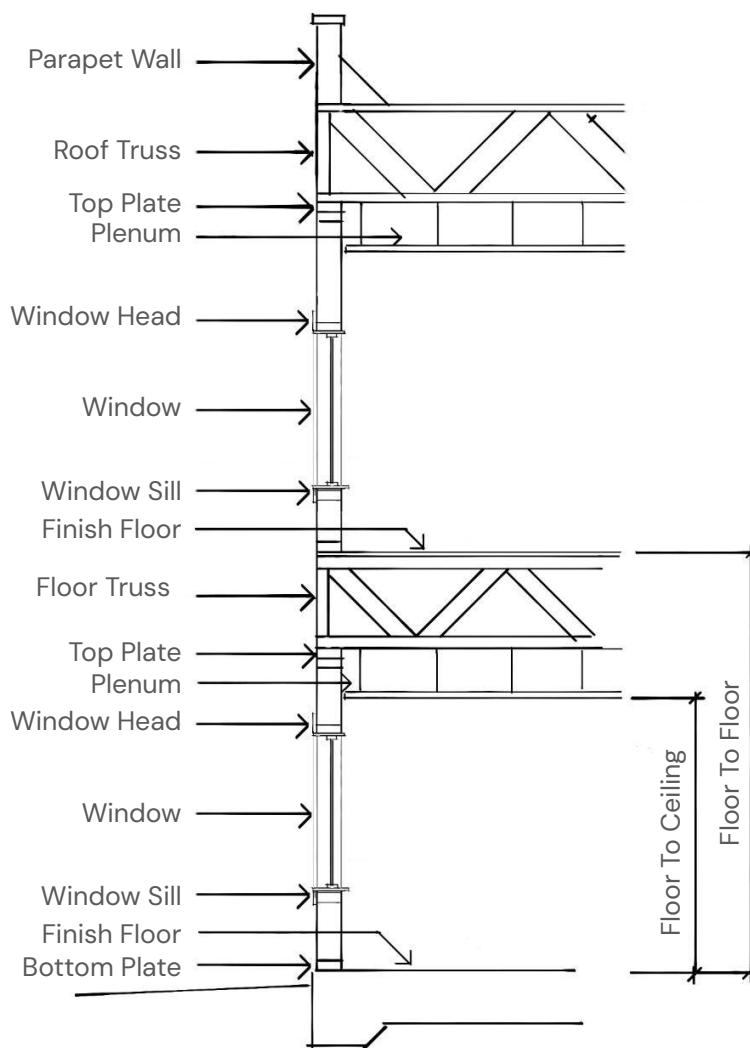
Pediment. The triangular upper part of the front of a building in classical style, typically surmounting a portico of columns.

Top Plate. A top plate is a horizontal framing member at the top of a stud wall that supports the roof structure or floor above. See Figure 8.1.

Transom. A horizontal crossbar in a window, over a door, or between a door and a window or fanlight above it.

Transparency. Clear, non-reflective glass that provides unobstructed views into interior spaces; mirrored, heavily tinted, frosted, or spandrel glass is not considered transparent.

Figure 8.1 Wall Framing Diagram





STRINGFELLOW

PLANNING & DESIGN



City Commission

agenda item 13.b

item type

Public Hearings: Non Quasi-Judicial Matters

meeting date

June 25, 2025

prepared by

Michelle del Valle, Assistant City Manager

approved by

Rene Cranis, City Clerk

subject

Ordinance - Implementing reasonable time, place, and manner restrictions on protests, demonstrations, and similar activities near the Winter Park Library and Events Center (1st Reading)

motion | recommendation

Move the recommended ordinance

background

The City is committed to free speech and to balancing public safety and welfare at the Library and Events Center. In an effort to recognize free speech, host programming and activities at the library, and provide private rental of facilities at the events center, staff is proposing an ordinance that defines restrictions on protests, demonstrations and similar activities along the walkways, driveways and parking areas adjacent to the facilities to prevent potential hazards to both pedestrian and vehicular traffic.

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

1. Ordinance Winter Park Library Protest 6.18.25
2. Ord -Library and Events Center Exhibit A

ORDINANCE NO. _____-25

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA,
IMPLEMENTING REASONABLE TIME, PLACE, AND MANNER
RESTRICTIONS ON PROTESTS, DEMONSTRATIONS, AND
SIMILAR ACTIVITIES NEAR THE WINTER PARK LIBRARY
AND EVENTS CENTER; PROVIDING FOR SEVERABILITY,
CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.**

WHEREAS, the City has the authority under the City Charter, Section 2(b), Article VIII of the State Constitution, and Section 166.021(1), Florida Statutes, to exercise any power for municipal purposes except where expressly prohibited by law; and

WHEREAS, the City is dedicated to promoting free speech while balancing the interest of public welfare and safety; and

WHEREAS, the City is authorized to implement reasonable time, place, and manner restrictions on speech activities so long as such restrictions are content-neutral, narrowly tailored to promote a significant government interest, and leave open alternative avenues of expression; and

WHEREAS, the City has a significant government interest in balancing free expression with public safety, including managing pedestrian and vehicle traffic on City property, including the Winter Park Library and Events Center; and

WHEREAS, the walkways, driveways, and parking lots adjacent to the Winter Park Library and Events Center can be narrow or otherwise provide limited space for safe movement of pedestrians and vehicles; and

WHEREAS, it is in the interest of public safety to impose reasonable restrictions on protesting, demonstrating, and similar forms of activity in the walkways, driveways, and parking lots adjacent to the Winter Park Library and Events Center to prevent potential hazards to pedestrian and vehicle traffic; and

WHEREAS, the City Commission finds that the restrictions against protesting, demonstrating, and similar forms of activity in the walkways, driveways, and parking lots adjacent to the Winter Park Library and Events Center are content-neutral and narrowly tailored to promote a significant government interest; and

WHEREAS, it is not the intention of the City to impose restrictions on individual spontaneous speech acts which may occur on the walkways adjacent to the Winter Park Library and Events Center; and

WHEREAS, it is important to ensure that alternative avenues are provided for speech activities near the Winter Park Library and Events Center that will not pose potential hazards to pedestrian or vehicle traffic; and

WHEREAS, the City Commission of the City of Winter Park finds that this Ordinance is in the interests of the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

SECTION 2. Restrictions on protests, demonstrations, and similar activities near the Winter Park Library and Events Center; penalties.

(a) It shall be unlawful to engage in protests, demonstrations, or similar activities in the walkways, driveways, and parking lots adjacent to the Winter Park Library and Events Center, within the Winter Park Library and Events Center, and within any of the other adjacent areas of Winter Park Library and Events Center within the boundary identified in Exhibit "A" attached hereto. The areas where such activities are prohibited are shown on the map attached hereto as Exhibit "A."

(1) Such prohibition shall not extend to the public sidewalks within the West Morse Boulevard and Harper Street rights-of-way near the Winter Park Library and Events Center, subject to the restrictions in subsection (c).

(2) Such prohibition shall not restrict individual spontaneous speech acts within the indicated areas adjacent to the Winter Park Library and Event Center.

(b) To encourage free speech and provide alternative avenues for expression, protests, demonstrations, and similar activities shall be allowed and encouraged in the public portions of Martin Luther King, Jr. Park, including but not limited to the area near the Martin Luther King, Jr. Memorial on the southwest corner of the intersection at Morse Boulevard and Denning Drive. Protests, demonstrations, and similar activities are subject to the restrictions in subsection (c).

(c) Participants in protests, demonstrations, and similar activities are prohibited from blocking any public right-of-way or entrance to any building and from obstructing the passage of persons along the sidewalk per Section 90-4, Winter Park City Code.

(d) The restriction on protests, demonstrations, and similar activities shall not extend to normal political activities occurring during elections insofar as such activities are otherwise permitted by law.

(e) Any individual who violates this Ordinance may be issued a trespass warning by City employees or officials or their designees pursuant to Section 62-80, Winter Park City Code. In addition, any individual who violates this Ordinance may be punished with a fine not exceeding \$500.00 per the general penalty provisions of Section 1-7, Winter Park City Code.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 5. Effective date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida.

FIRST READING: June 25, 2025

SECOND READING: _____.

ADOPTED this ____ day of _____, _____, by the City Commission of the City of Winter Park, Florida.

**CITY COMMISSION OF THE CITY OF
WINTER PARK, FLORIDA**

Mayor Sheila DeCiccio

ATTEST:

Rene Cranis, City Clerk

OCPA Web Map

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



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This map is for reference only and is not a survey