



City Commission Regular Meeting

Agenda

August 13, 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 - Pastor Mark Tutschulte, Action Church**
- 3. Pledge of Allegiance**
- 4. Approval of Agenda**
- 5. Mayor's Report**
- 6. Citizen Budget Comments**
- 7. City Manager's Report**
 - a. Presentation: Winter Park Library 10 minutes
 - b. FY 2026 Budget Presentation - Electric Utility 20 minutes
 - c. Orange County Redistricting Update 10 minutes
- 8. City Attorney's Report**
- 9. Non-Action Items**
- 10. 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.)
- 11. Consent Agenda**
 - a. Approve the minutes of the regular meeting, July 23, 2025. 1 minute
 - b. Approve the minutes of the work session, July 24, 2025 1 minute
 - c. Approve the following final award recommendations: 1 minute
 1. ITN7-25 – Janitorial Services (REBID); Following negotiations, Procurement and staff recommend awarding a contract to Kings Service Solutions for a not-to-exceed amount of \$675,000 per year and American Facility Services for a not-to-exceed amount of \$315,000 per year. Contract Term: 5-year initial term with two 3-year renewal options
 2. RFP5-25 - Design, Install, Configure & Maintain Audio Visual Systems; Following negotiations, Procurement and staff recommend awarding a contract to BCI Integrated Solutions. Contract Term: 1-year initial term with four 1-year renewal options; Not to Exceed:

\$200,000

d. Approve the following piggyback contracts:

1 minute

1. Applied Aquatic Management, Inc. - Florida Fish and Wildlife Conservation Commission #21352 - Aquatic Plant Control Services; For contracted services to support aquatic vegetation management throughout the City's lakes and waterways. Contract Term: Through August 9, 2028; Not to Exceed: \$225,000
2. Tank Wizards Inc. - Pasco County #18-014-LW - Fuel Tank Cleaning, Treatment & Testing Services; For contracted services to assist staff and support City ongoing operations. Contract Term: Through February 19, 2028; Not to Exceed: \$200,000
3. Ten-8 Fire Equipment Company - NPPGov League of Oregon Cities #PS20240 - Purchase of Fire Truck; For the acquisition of a new fire truck scheduled for replacement. Contract Term: Through May 27, 2026. Amount: \$1,140,000
4. Top Line Recreation, Inc. - St. Johns County School District #2022-16 - Playground Equipment, Shade Structure, Surfacing & Related Products & Services; Requesting additional funding to continue supporting the enhancement and maintenance of City playgrounds. Contract Term: Through September 10, 2025; Not to Exceed: \$500,000
5. CDW Government - Sourcewell #121923-CDW - Technology Products and Services; Requesting additional funding to support City operations and technology objectives. Contract Term: Through February 27, 2028; Not to Exceed: \$800,000
6. Duval Ford, LLC - Florida Sheriffs Association #FSA23-VEH21.0 - Heavy Trucks & Buses; Requesting additional funding for the acquisition of a new vehicle to support City operations. Contract Term: Through September 30, 2025; Amount: \$200,000

e. Approve the following contracts:

1 minute

1. IFB22-22 - Lafleur Nurseries & Garden Center, LLC - Landscape and Tree Installation; For contracted services to support City staff with landscape enhancements. Contract Term: Through August 29, 2026; Not to Exceed: \$400,000
2. RFP14-23 - Tetra Tech - Emergency Debris Monitoring Services; For contracted services to support City staff and operations during emergency response and recovery efforts. Contract Term: Through December 31, 2026; Not to Exceed: \$150,000
3. RFP15-23 - Ceres Environmental Services, Inc. - Emergency Debris Management Services; For contracted services to support City staff and operations during emergency response and recovery efforts.

Contract Term: Through December 31, 2026; Not to Exceed:
\$400,000

- f. Approve the following request to waive the procurement process: 1 minute

1. RFP13-20 - Credit Bureau Systems, Inc. - EMS Billing Services;
Requesting approval to waive the formal procurement process and
extend the current agreement for one (1) additional year, through
October 19, 2026, to align with the existing three-year hardware
agreement currently in its second year. Not to Exceed: \$175,000

- g. Authorize staff to negotiate the following: 1 minute

1. RFP5-25 - Design, Install, Configure & Maintain Audio Visual
Systems; Authorization for Procurement and staff to enter into
negotiations with the third top-ranked vendor based on the
selection committee's recommendation: Teer Audio Visual. Final
Award recommendation will be brought back to the City Commission
for approval upon completion of negotiations.

12. Action Items Requiring Discussion

- a. Approval of the Interlocal Agreement for Dispatching Services between the City of Winter Park and the City of Maitland 5 minutes
- b. Approval of Orange County Tourist Development Tax (TDT) Grant Funding Agreement for Winter Park Playhouse 30 minutes
- c. Seven Oaks Park Invitation to Negotiate 15 minutes

13. Public Hearings: Quasi-Judicial Matters

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

14. 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" Section 58-71 "General Provisions for Residential Zoning Districts" and Section 58-84 "General Provisions For Non-Residential Zoning Districts" to update regulations and address private pickleball courts, and adding a new Section 58-98 to address the restrictions of Section 28 of Chapter 2025-190, Florida Statutes. (1st Reading) 20 minutes
- b. Ordinance - Amending Chapter 58 "Land Development Code", Article 15 minutes

III, "Zoning Regulations" Subsection 58-76 "Commercial (C-3) District" so as to add provisions relating to the South of Fairbanks Avenue (SOFA) District as outlined in the Comprehensive Plan. (1st Reading)

- c. Ordinance - Authorizing the lease of 711 Orange Avenue to Winter Park Playhouse, Inc. (1st Reading) 10 minutes

15. City Commission Reports

16. Summary of Meeting Actions

17. Adjournment



City Commission

agenda item 7.a

item type

City Manager's Report

meeting date

August 13, 2025

prepared by

Rene Cranis, City Clerk

approved by

Randy Knight, City Manager

subject

Presentation: Winter Park Library

motion | recommendation**background**

Winter Park Library Executive Director Melissa Schneider will present the Library's FY 26 budget.

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

1. Library Budget Presentation
2. Library FY26 Budget - Commission

Winter Park Library: Celebrating Our Legacy of Literacy

Melissa Schneider
Executive Director



Who We Are

Mission & Vision

Founded in 1885

Quick Facts



The State of Public Libraries in the U.S.

- Visits Declining
- Funding Cuts
- Security Concerns
- Reduced Hours
- Other Challenges



WPL: By The Numbers

Cardholders

- Up 80%
- 18,000 resident cardholders
- 20,000+ active cardholders

Foot Traffic

- Up 10%
- 13,000 visitors monthly

Items Circulated

- Up 35%
- 625,000 items borrowed

Class Attendance

- Up 50%
- 57,000 people per year

Technology Use

- Up 50%
- 120,000 sessions per year

2025: 140 Years of Impact

Our Anniversary Year



Milestones

- Library Journal Design Institute: Host Site
- Family Place Library Designation

Major Programs

- Year With Jane Austen
- VR and AI classes
- REED Up!

New & Improved Services

- Book Club Kits
- Summer Camp At Home
- Incentivized Summer Reading Challenge

Americans and the Holocaust Exhibit

Winter Park Library is one of just 50 U.S. libraries selected to host Americans and the Holocaust, a traveling exhibition from the U.S. Holocaust Memorial Museum that examines the motives, pressures and fears that shaped Americans' responses to Nazism, war, and genocide in Europe during the 1930s and 1940s.



ALA American Library Association

UNITED STATES HOLOCAUST MEMORIAL MUSEUM

PRESENTED BY: WINTER PARK LIBRARY

AMERICANS AND THE HOLOCAUST

July 28–September 2, 2025
Winter Park Library

What's Ahead

Building on success, shaping the future



2026 Plans

- **America 250 Programming**
- **2026 Love Your Library Gala: Books & Boots Edition**
- **Expanded ReedUp! Program**
- **Enhanced Community Partnerships**

2026 Funding Overview

City Funds

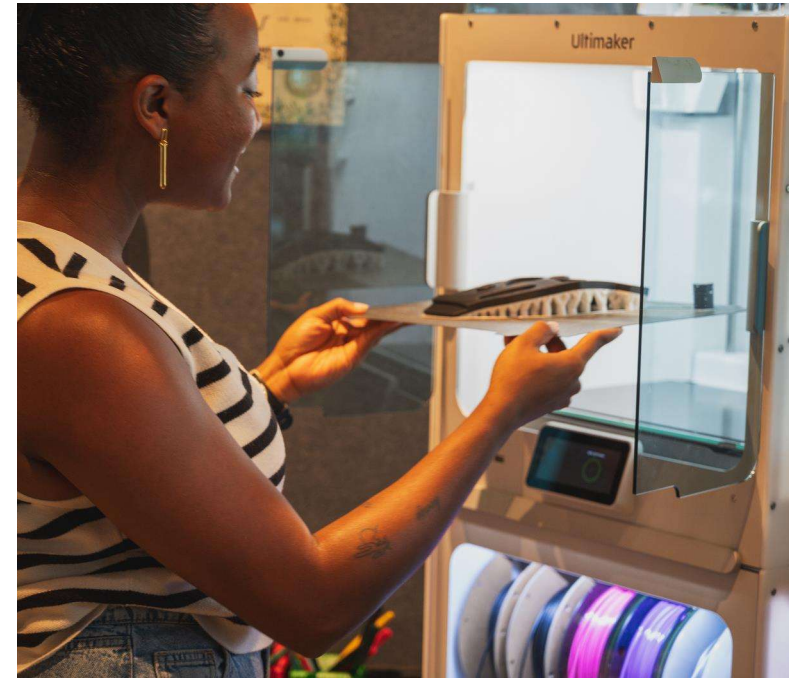
- 2026 Request: 4% increase
- General Support: \$2.1M
- CRA Support: \$383K
- Supports personnel expenses
- 4% increase for COLAs

Library Revenue

- 2026 Goal: 22% over 2025 goal
- \$9.5M endowment
- Library revenue funds collection, tech, furnishings, and classes/events
- FFE reserve funds at almost \$250K

How To Get Involved

- Visit
- Become a supporter
- Volunteer
- Spread the word
- Follow us on social





Comments & Questions

Melissa Schneider
Executive Director
Winter Park Library

P: 407.623.3490

E: mschneider@winterparklibrary.org

**Winter Park Library Association
Budget Review****FY 2026****Income**

40000 · Support	
40100 · City of Winter Park	2,109,744
40200 · Unrestricted Contributions	
40220 · CF Foundation Managed Gifts	32,000
40250 · Annual Fund & Unrestricted Major Gifts	190,000
Total 40200 · Unrestricted Contributions	222,000
40280 · Grants	190,000
40281 CRA Grant	382,720
40300 · Special Events	220,000
Total 40000 · Support	3,124,464
41000 · Revenue and Gains	
41010 · Book Sales - New Leaf	60,000
41110 · Non-Resident Registrations	40,000
41120 · Lost & Damaged Fees	3,000
41130 · Printing/Photocopy Income	10,000
41140 · Meeting Room Rentals	5,000
41160 · Boat Decal Income	3,500
41170 · Miscellaneous Income	9,000
41180 · Investment Income	360,000
Total 41000 · Revenue and Gains	490,500
45000 · In-Kind Donations	6,350
Total Income	3,621,314

Expense

Total 50100 · PERSONNEL	2,584,264
TOTAL 50300 · OTHER PROFESSIONAL SERVICES	7,500
50400 · FEES	
50401 · Credit card fees	14,000
50499 · Fees	3,000
Total 50400 · FEES	17,000
TOTAL 50500 · ACCOUNTING & AUDITING	8,500
50700 · OPERATIONS, EQUIPMENT, & MAINTENANCE (OEM)	5,000
50701 · Furniture, Fixture & Equipment Reserve	50,000
50800 · STAFF TRAVEL & TRAINING	
50840 · Staff Mileage/Equipment Reimbursement	1,500
50850 · Staff development	27,500
50899 · Staff Initiatives	4,000
Total 50800 · TRAVEL & TRAINING	33,000
51000 · POSTAGE	6,000
51200 · INSURANCE	15,000
51400 · SOFTWARE (LICENSE & SUPPORT)	
51410 · Library Software	53,000
51430 · Library Technology	
51431 · Public Services Equipment	34,000
51433 · Material Processing Software	6,100
51434 · Catalog/Patron CMS	41,000

Total 51430 · Library Technology	81,100
Total 51400 · SOFTWARE (LICENSE & SUPPORT)	134,100
51500 · PRINTING & FABRICATION	35,000
51600 · COMMUNITY ENGAGEMENT	
51610 · Community Relations	
51613 · Membership in community orgs.	5,000
51615 · Advertising & Engagement	8,000
Total 51610 · Community Relations	13,000
51620 · Donor Recognition	5,500
51640 · Special Events	
51641 · Fundraising Events	90,000
51642 · Volunteer recognition	2,000
Total 51640 · Fundraising Events	92,000
51690 · In-Kind Expenses	6,350
Total 51600 · COMMUNITY ENGAGEMENT	116,850
51700 · OPERATING SUPPLIES	37,500
52000 · LIBRARY COLLECTION	
52100 · Physical Collection	245,500
52400 · Digital Collection	180,000
Total 52000 · LIBRARY COLLECTION	425,500
55000 · CURRICULUM	
55100 · Adult	25,000
55200 · Youth	113,600
Total 55000 · CURRICULUM	138,600
57000 · NEW LEAF EXPENSES	
57002 · Sales Tax - New Leaf	4,500
57003 · Supplies & Software - New Leaf	3,000
Total 57000 · NEW LEAF EXPENSES	7,500
Total Expense	3,621,314
Net Income	(0)



City Commission

agenda item 7.b

item type

City Manager's Report

meeting date

August 13, 2025

prepared by

Jamie England, Director of Electric Utility
Jennifer Vicente, Administrative Coordinator

approved by

Randy Knight, City Manager

subject

FY 2026 Budget Presentation - Electric Utility

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

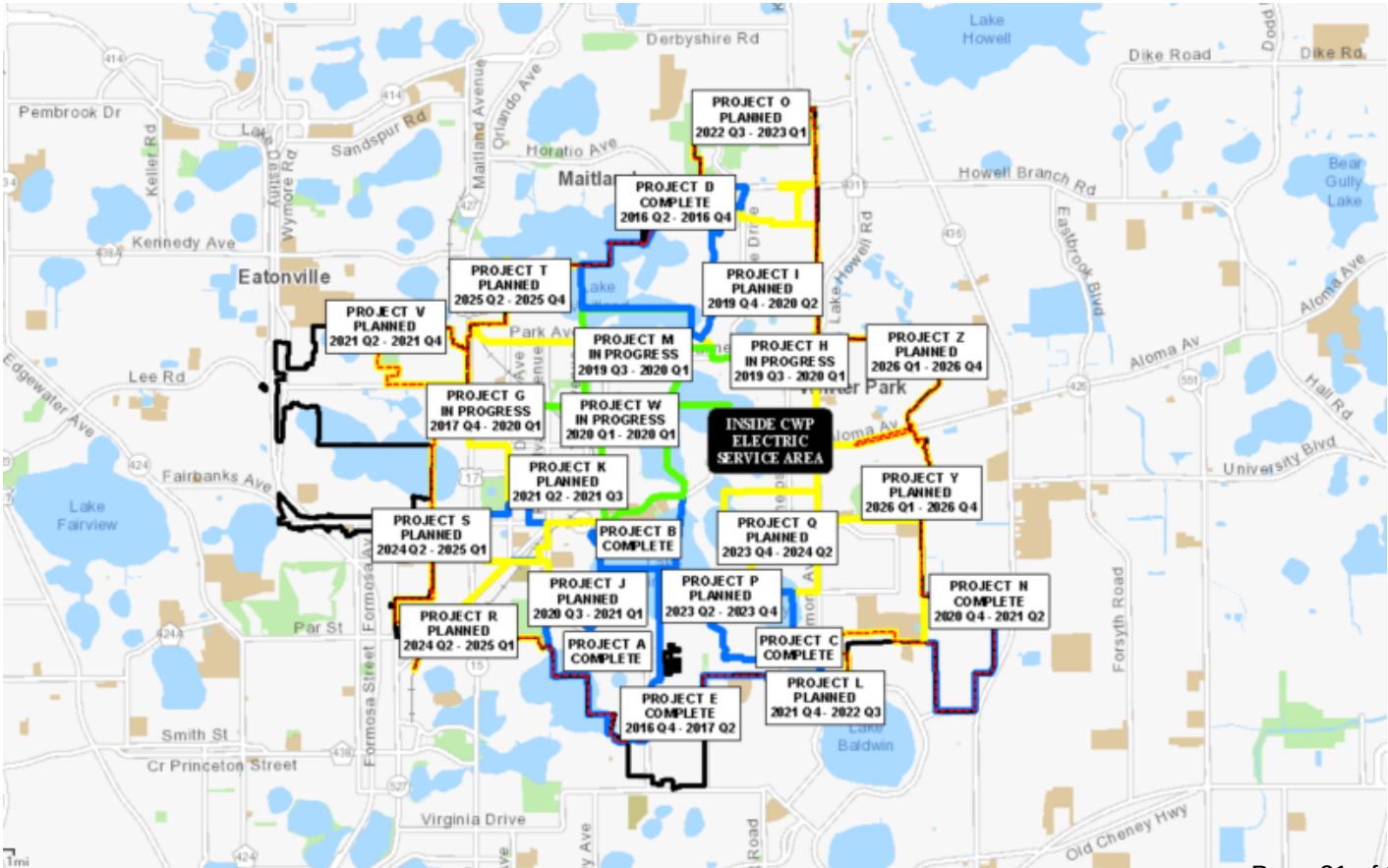
1. FY 2026 EU Budget Final



Electric Utility

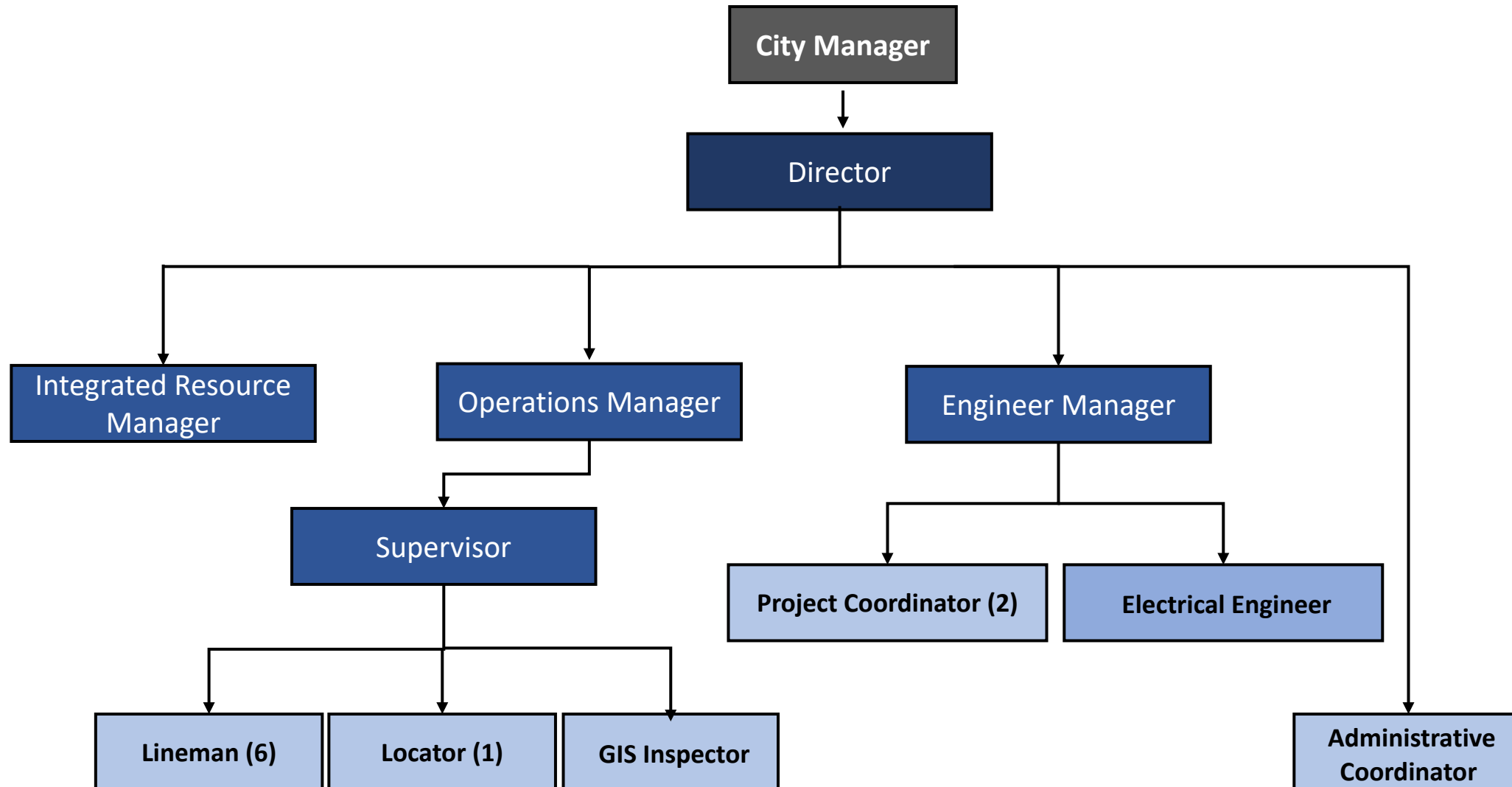
Mission & Program Summary

Safely deliver reliable, competitive, and environmentally responsible electric service with exceptional customer care.





Organizational Chart





Level of Service:

Electric Utility Services

- System Monitoring
- Customer support
- Outage restoration
- Street Lighting
- Distribution system maintenance

Electric Distribution System

- SAIDI < 30 minutes
- Secure reliable and sustainable bulk power portfolio at competitive rates
- Grid resilience improvements

Electric Undergrounding

- Complete overhead to underground (mainline secondary/primary) conversion project by 4th quarter 2030



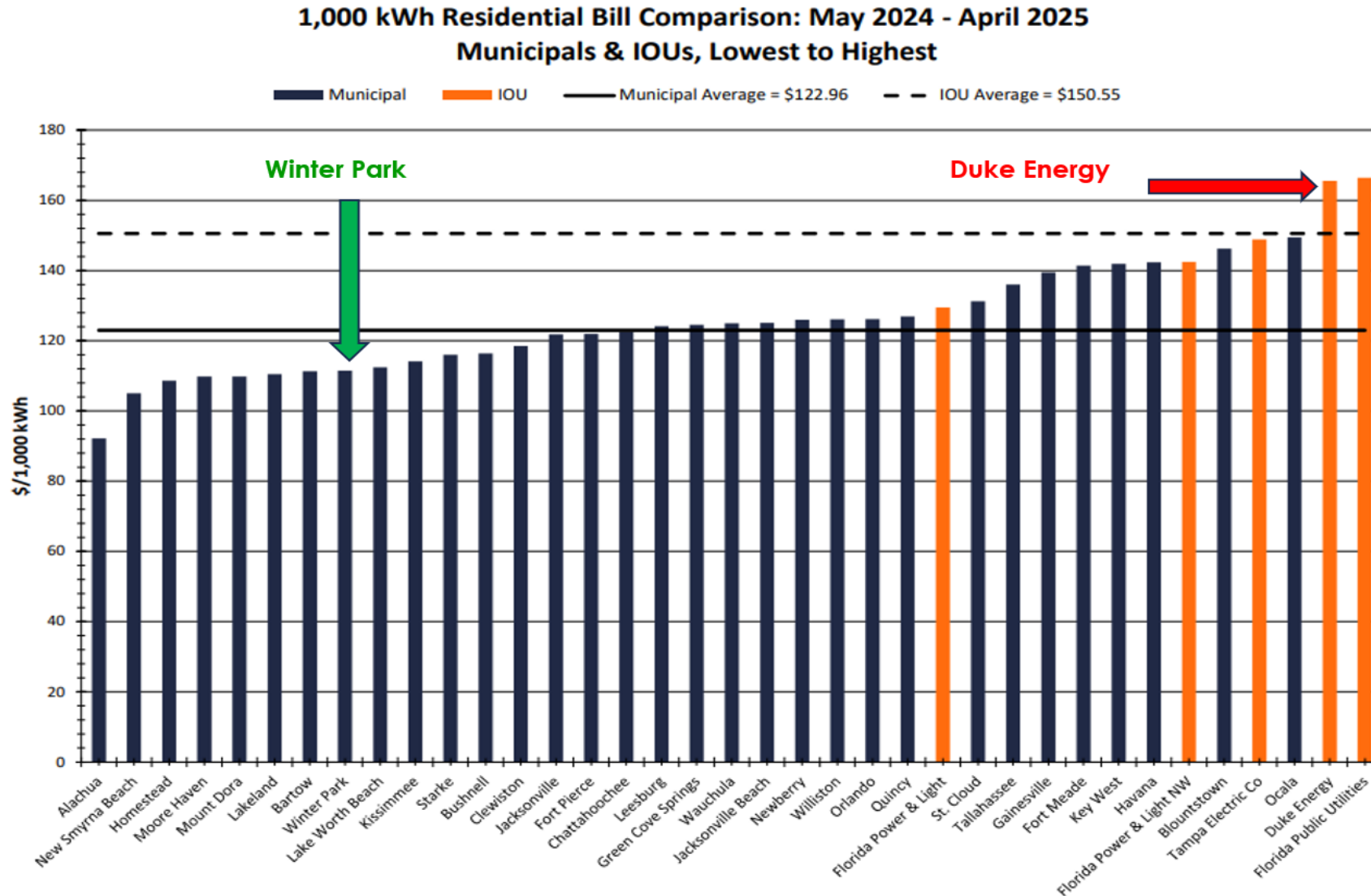
Key Performance Indicators:

Indicator	Actual FY24	FY25 YTD	Goal FY26
System Average Interruption Duration Index (SAIDI) Rolling 12 months	28.16	26.23	<30.0
Annual Undergrounding Miles Completed	4.77	3.78	5
WPE Electric Rates as a % of State Municipal Average	88.3%	98.4%	<105%
Debt Service Coverage	3.61	3.85	>2.75



Local Comparison:

Electric Utility





Last Year Accomplishments:

Electric Undergrounding

Strategic Plan

Street Light Policy

Increases Solar Share



Summary of spending:

Expenditures	Actual FY23	Actual FY24	Projected FY25	Budgeted FY26
Personnel	\$2,706,148	\$3,209,235	\$3,410,707	\$3,359,095
Operations & Reimbursements	\$28,023,163	\$26,175,429	\$29,000,927	\$33,061,898
Debt Service	\$4,823,459	\$4,823,460	\$4,681,553	\$4,680,983
Capital	\$8,268,124	\$10,517,936	\$9,549,680	\$12,572,655
Transfers	\$3,134,445	\$2,854,964	\$3,205,504	\$3,788,177
Budgeted Contingency	\$0	\$0	\$0	\$0
Total	\$46,955,339	\$47,581,024	\$49,848,371	\$57,462,808



Next year Goals:

Electric Undergrounding

EU Strategic Plan

Introduce Outage Management System

Park Ave Smart Streetlighting

**item type**

City Manager's Report

meeting date

August 13, 2025

prepared by

Randy Knight, City Manager

approved by

Randy Knight, City Manager

subject

Orange County Redistricting Update

motion | recommendation

Approve list of recommended Orange County Redistricting Maps

background

The Orange County Redistricting committee has gone through all the proposed maps and narrowed them down to the seven attached maps. Of those seven, three meet the criteria on which the Commission agreed at the last meeting. Those maps are Auffant-1, Washington-2 and Callan-2. Washington-2 and Callan-2 are slightly better than Auffant-1 but all would be acceptable.

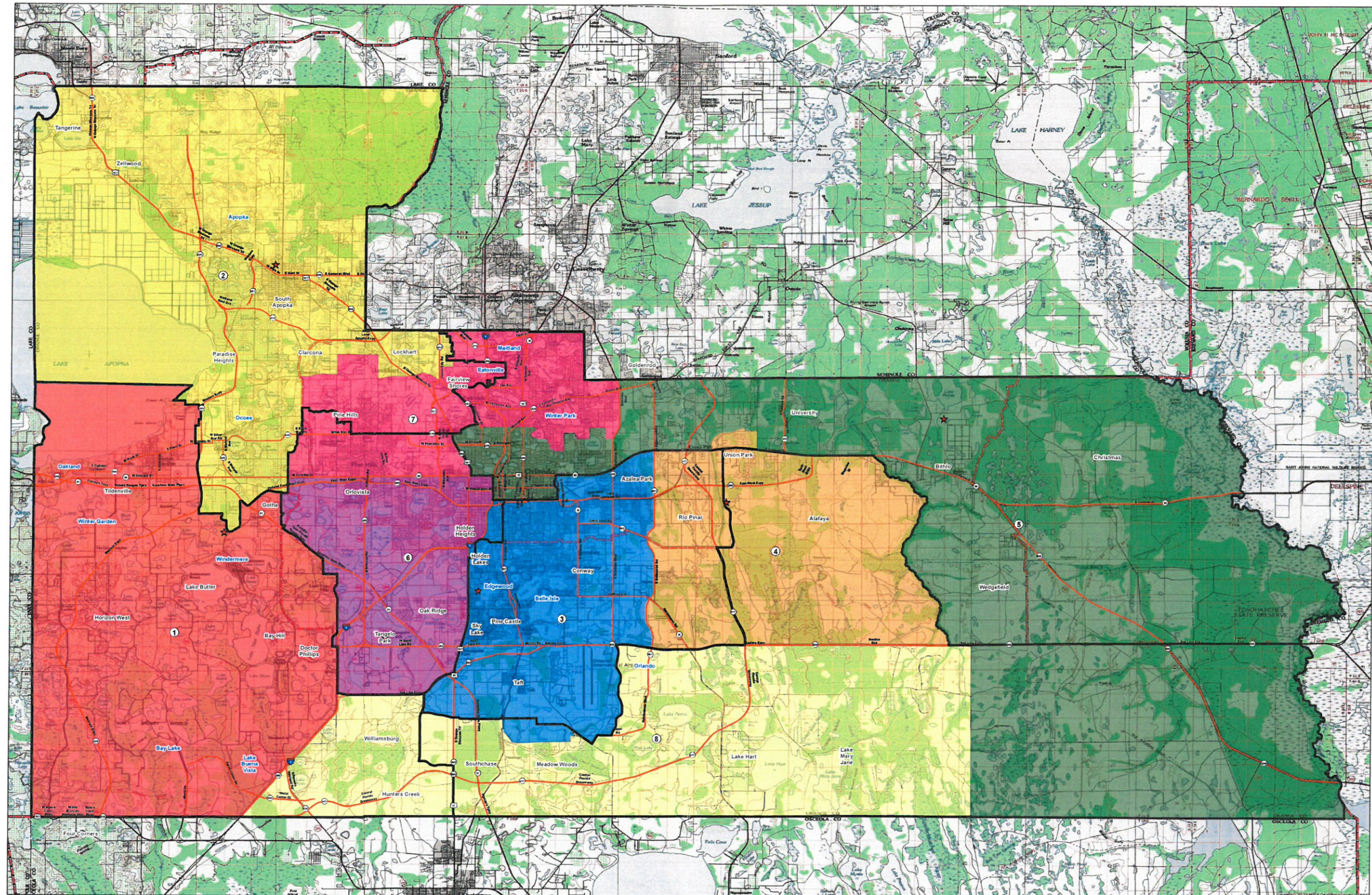
The next meeting of the committee is on Tuesday, August 12th which is the day before our commission meeting. At that meeting, the Committee will attempt to narrow the seven down to a lower number and begin to make tweaks to the remaining maps to make them more universally accepted. Staff will provide an update at the commission meeting and recommend a strategy going forward.

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

1. Final Accepted Group 0806.2025

Map 1

Map for OCFL-2025-Auffant-1 Submitted May 1st 2025 by Committee Member James Auffant - D5



Legend

- Congressional Districts
- Current_Districts
- ★ County Commissioners
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- Major Roads



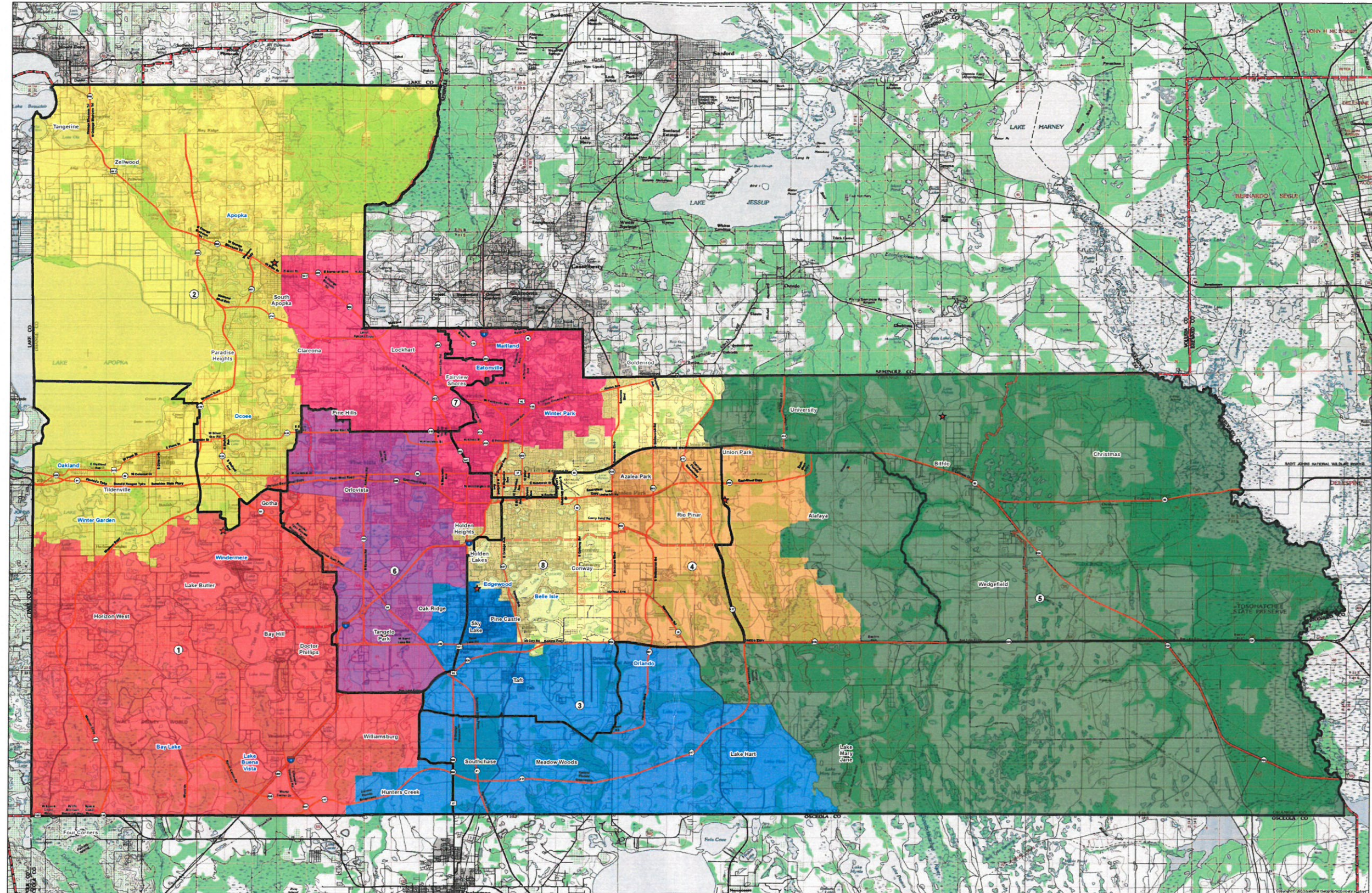
0 2.5 5 10 Miles

ARCBridge
Consulting & Training, Inc.



Map 2

Map for OCFL-2025-Washington-2 Submitted June 10 2025 by Committee Member David Washington - D4



Legend

- Congressional Districts
 - Current_Districts
 - County Commissioners
 - Major Roads
- | | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|



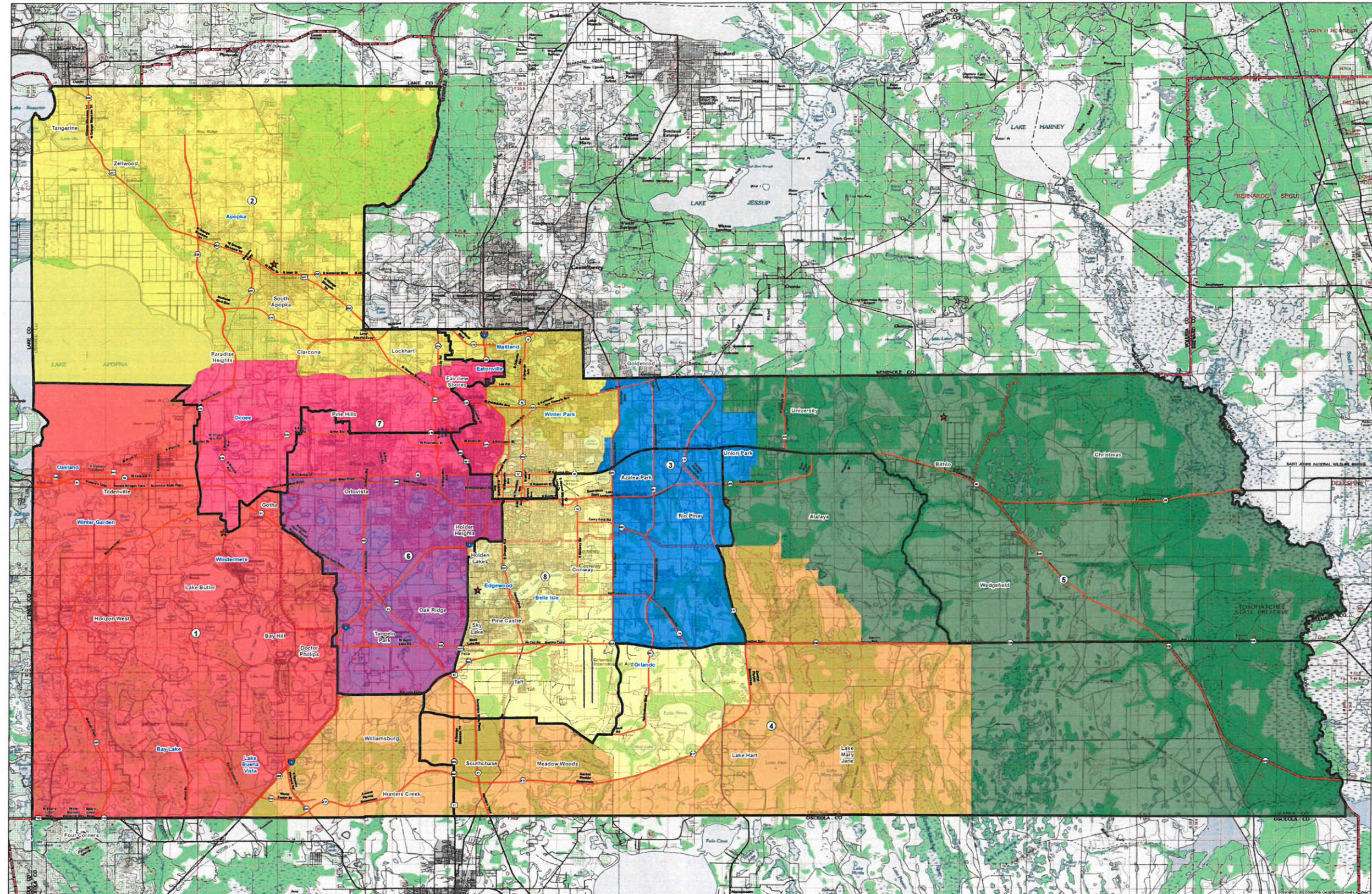
0 2.5 5 10 Miles

ARCBridge
Consulting & Training, Inc.

18

Map 3

Map for OCFL-2025-Bagga-2 Submitted June 12 2025 by Committee Member Rishi Bagga - D5



Legend

- Congressional Districts
- Current_Districts
- County Commissioners
- Major Roads
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8



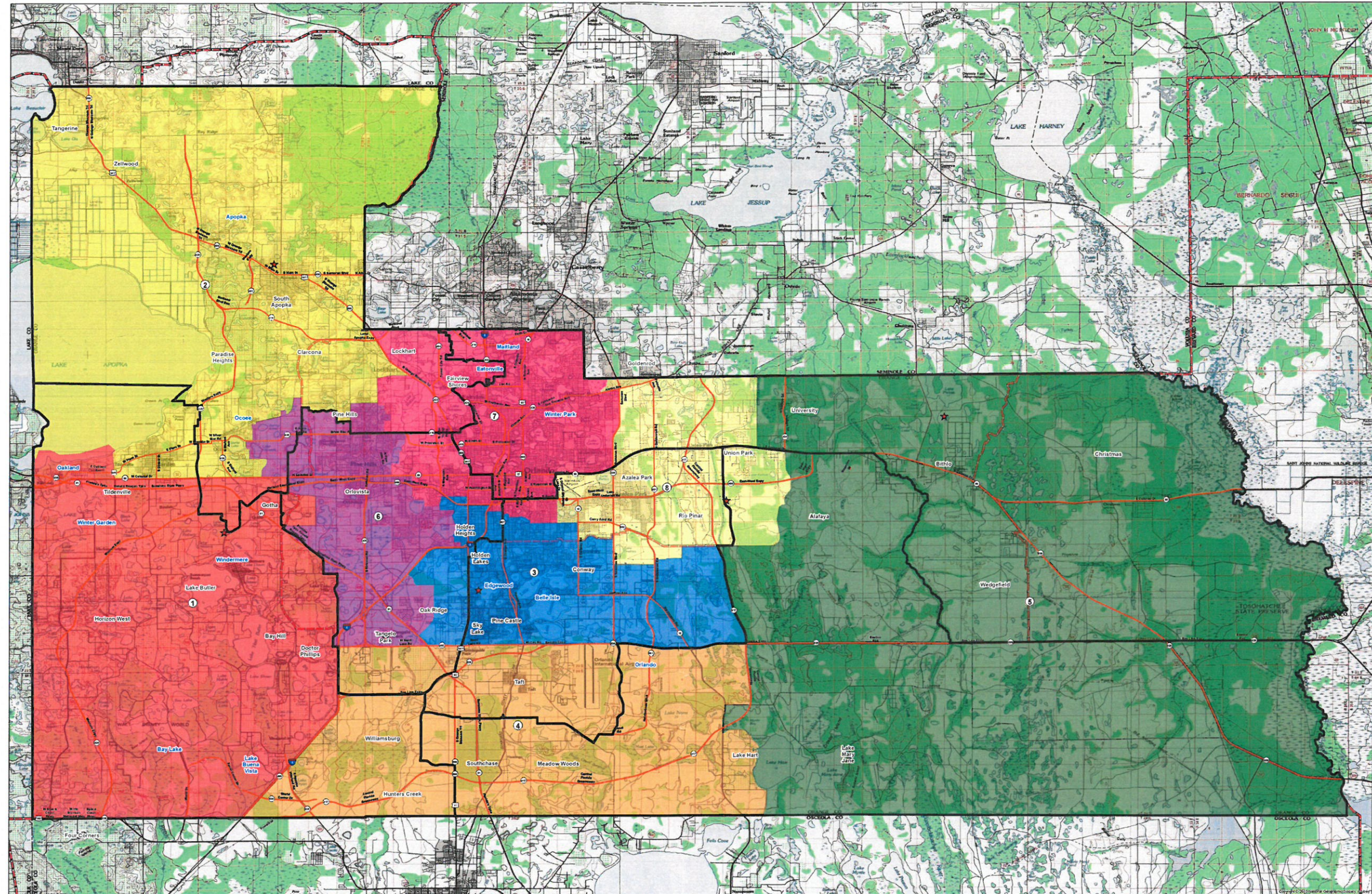
0 2.5 5 10 Miles

ARCBridge
Consulting & Training, Inc.

3

Map 4

Map for OCFL-2025-Callan-2 Submitted June 16 2025 by Committee Member Tom Callan - D3



Legend

- Congressional Districts
- Current_Districts
- ★ County Commissioners
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- Major Roads



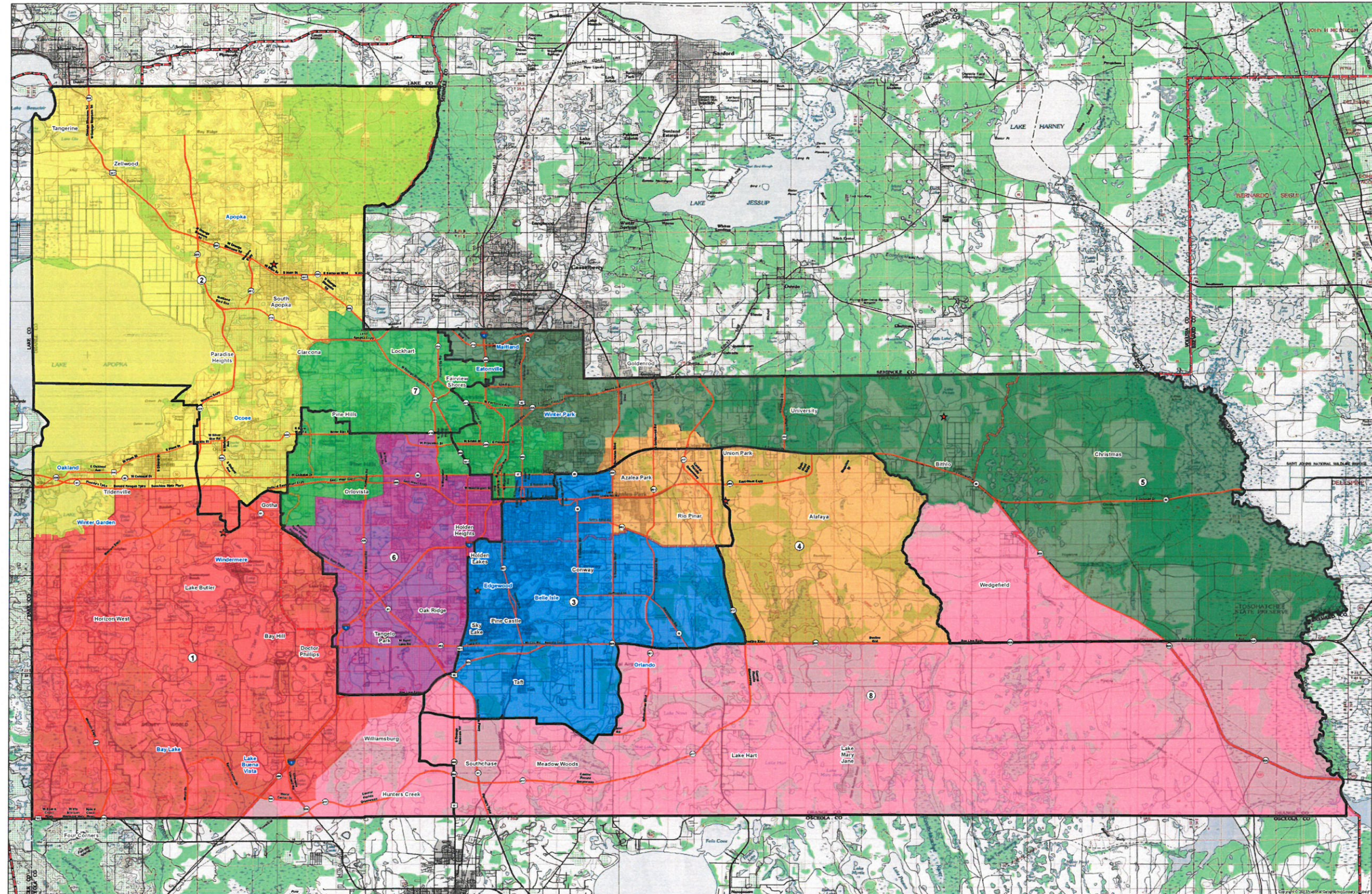
0 2.5 5 10 Miles

ARCBridge
Consulting & Training, Inc.

5

Map 5

Map for OCFL-2025-Henry-1 Submitted June 17 2025 by Roberta F. Johnson
Sponsored by Committee Member Jason Henry - D6



Legend

- Congressional Districts
- Current_Districts
- County Commissioners
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6
- District 7
- District 8
- Major Roads



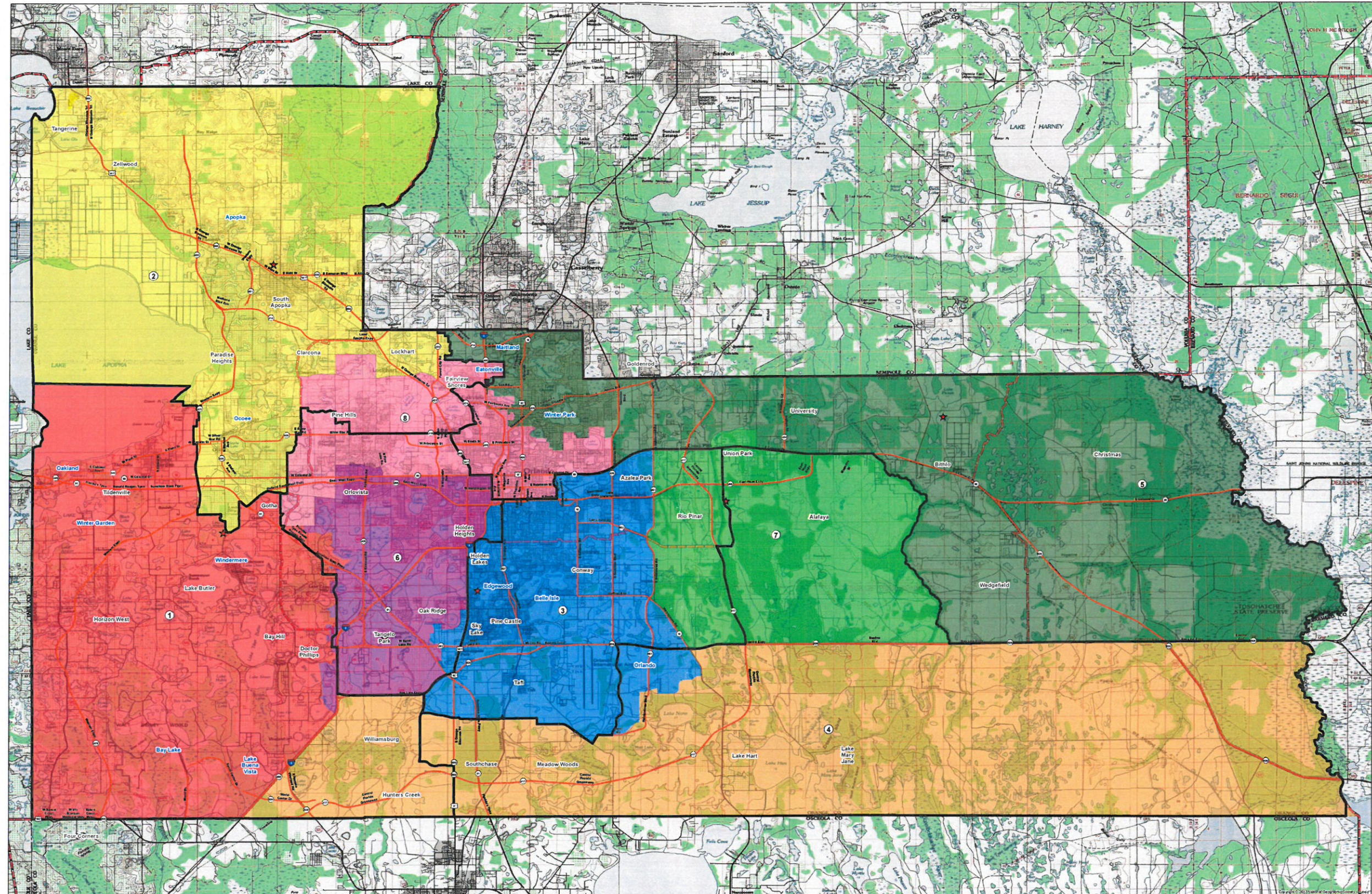
0 2.5 5 10 Miles

ARCBridge
Consulting & Training, Inc.

7

Map 6

Map for OCFL-2025-Auffant-2 Submitted June 27 2025 by Pedro Rodriguez, Sponsored by Committee Member James Auffant - D5



Legend

- Congressional Districts
- Current_Districts
- ★ County Commissioners
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6
- District 7
- District 8
- Major Roads



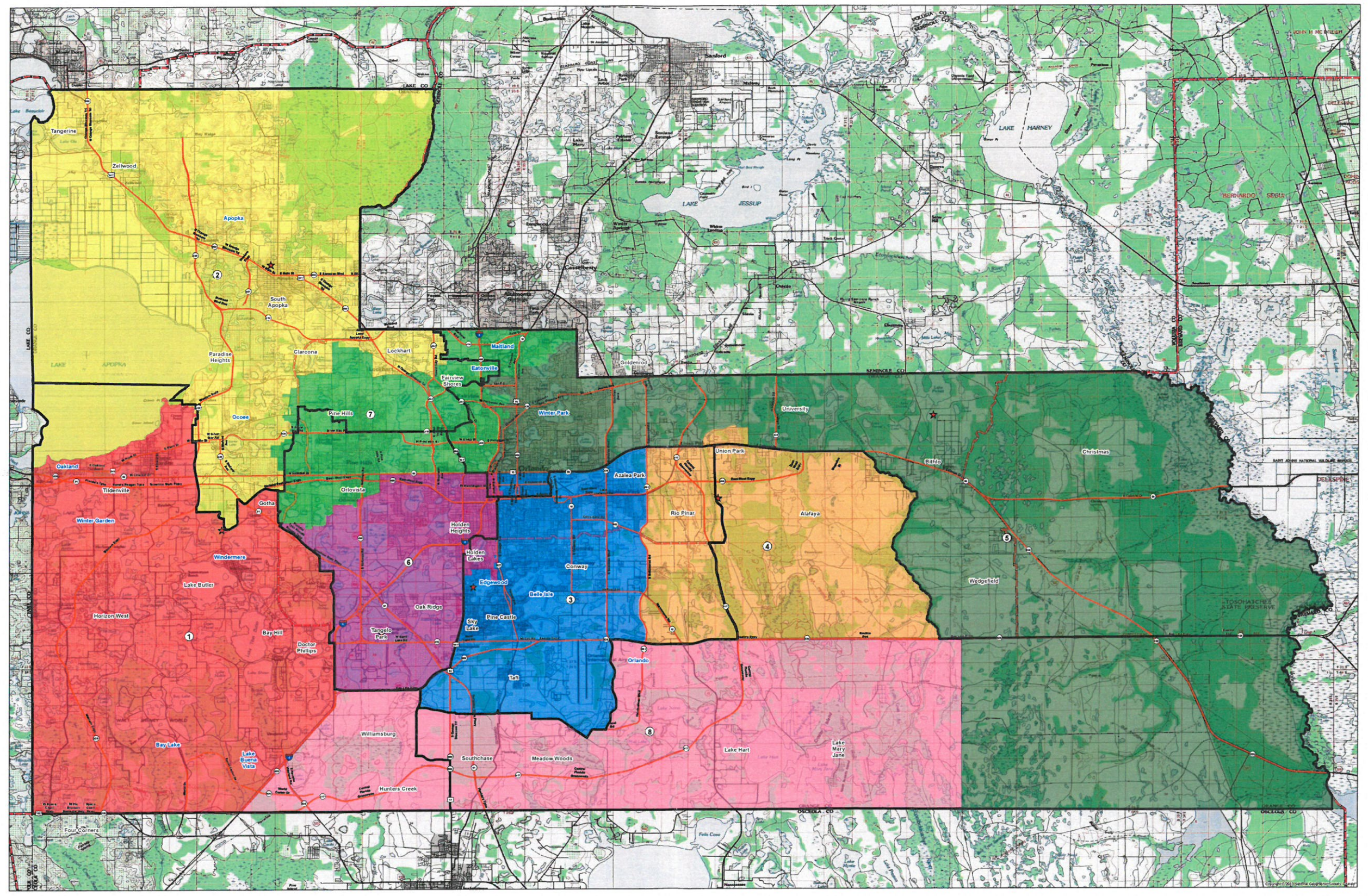
0 2.5 5 10 Miles

ARCBridge
Consulting & Training, Inc.

2

Map 7

Map for OCFL-2025-Henry-2 Submitted July 3 2025 by Jenni Nguyen, Sponsored by Committee Member Jason Henry - D6



Legend

Congressional Districts	District 1	District 4	District 7
Current_Districts	District 2	District 5	District 8
County Commissioners	District 3	District 6	Major Roads



8



City Commission

agenda item 11.a

item type

Consent Agenda

meeting date

August 13, 2025

prepared by

Rene Cranis, City Clerk

approved by

Randy Knight, City Manager

subject

Approve the minutes of the regular meeting, July 23, 2025.

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

1. Minutes 7-23-25 Draft



City Commission Regular Meeting Minutes

July 23, 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; City Attorneys Kurt Ardaman and 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 - Wes Hamil, Director of Finance

3. Pledge of Allegiance

4. Approval of Agenda

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

5. Mayor's Report

6. Citizen Budget Comments

Hattie Bryant, 1240 S. Pennsylvania, opposed the proposed increase in utility rates, suggested eliminating the Department of Natural Resources and Sustainability and thanked Mr. Knight for a budget at the same millage rate.

7. City Manager's Report

8. City Attorney's Report

9. Non-Action Items

10. Public Comments | Heard after Item 12b

Jonathan Blount, founder of Essence magazine, expressed his disappointment in the quality of the MLK statute at MLK Park.

11. Consent Agenda

- a. Approve the minutes of the regular meeting, July 9, 2025
- b. Approve the minutes of the work session, July 10, 2025
- c. Approve the following formal solicitations:

- d. Approve the following piggyback contracts:
 - 1. Weedoo Greenboats, Inc. - GSA #47QMCA20D0042 - Equipment & Supplies Purchasing; For the repair and maintenance of existing equipment to support City operations. Contract Term: Through July 16, 2030; Not to Exceed: \$125,000
 - 2. Vermont Systems - Seminole County #RFP-602809-17BJC - Parks & Rec Division Business Management Software; Requesting additional funds for the software solution used by the Parks & Recreation Department to manage business operations and services. Contract Term: Through September 30, 2029; Not to Exceed: \$550,000
 - 3. Carr & Collier, Inc. - Seminole County #CC-3563-21/RTB - Minor Construction Projects Less Than \$2M; For contracted services to support the Public Works Department staff and City operations. Contract Term: Through August 9, 2026; Not to Exceed: \$400,000
 - 4. Ovation Construction Company, LLC - Sourcewell #FL-R3-GC-092524-OCC - General Contractor; For contracted services on an as-needed basis during the term of the agreement to assist staff and support City operations. Contract Term: Through December 10, 2026; Not to Exceed: \$500,000
- e. Approve the following contracts:
 - 1. RFQ7-22 - Patel, Greene & Associates, LLC - Transportation Planning & Engineering Services; For professional consulting services to support City staff with active and potential future projects. Contract Term: Through July 7, 2026
 - 2. RFQ7-24 - L&S Diversified - Professional Survey Consulting Services; For professional consulting services to support City staff with active and potential future projects. Contract Term: Through May 23, 2026
- f. Approve request to waive procurement process:
 - 1. Mission Critical Solutions (MCS), an authorized contractor for Lighting Solutions - MLK Jr. Park Basketball & Pickleball Court Lights Installation; Not to Exceed: \$84,100
- g. FY25 Budget Amendments
- h. Commission acceptance of Water & Wastewater Utility Strategic Plan
- i. City Commission approval of the Electric Utility Strategic Plan.

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

12. Action Items Requiring Discussion

- a. Seven Oaks Park Sculpture Installation Proposal from Public Art Advisory Board
- Assistant Director of Communications Craig O'Neil presented the Public Art Advisory Board's (PAAB) accomplishments. Senior Advisor of Arts and Culture Anda Ariail reviewed the proposal for periodically rotating three sculptures in Seven Oaks Park and two permanent sculptures and associated costs. Public Art Advisory Board Vice-Chair Charles Hamilton spoke about the benefits of arts and culture to the local economy.

Discussion followed on the annual dedicated funding of 10% of the growth of general fund reserves, recurring costs and the need for interactive pieces for children.

Peggy Bohl, PAAB member, thanked Mayor DeCiccio for appointing Carolyn Fennell to the board and thanked Mr. O'Neil and Ms. Ariail for their work.

Gigi Papa, 1440 Hibiscus Avenue, supported interactive art and suggested guidelines for selection of art.

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

b. Budget Discussion & Set Tentative Millage Rate

Mr. Knight stated the proposed operating millage is unchanged from last year at 4.0923 mills and the debt service is slightly lower at 0.2062 mills for the Library and Events Center bonds. The Commission must adopt a tentative millage rate which cannot be increased once approved without notification to all property owners.

Commissioner Lindsey supported retaining the current millage rate, particularly to maintain the current level of service; however, the commission should consider reducing the millage rate in the future if property values increase and generate higher property tax revenue.

Commissioner Cruzada stated higher property values have resulted in additional revenue without increasing the millage rate for the previous 17 years and helps to provide an excellent level of service and retain dedicated employees.

Mayor DeCiccio agreed with Commissioners Lindsey and Cruzada.

Commissioner Russell supported a .5 mill increase to fund future unfunded projects and retain the level of service for future residents.

Commissioner Sullivan proposed a .25 mill increase to meet future needs due to the unknown and potential reduction in state revenue. The rate could be reduced at the time of budget adoption in August. He said the impact on property taxes on a house valued at \$600k is approximately \$13/month.

Discussion was held on the impact of increased millage rate on residents, particularly those on a fixed income, and what additional revenue would fund. It was noted the reserve fund goal is 30% of the budget, which is currently 2-3% below the goal, but while percentage decreases, the dollar amount increases due to higher budget amounts.

Commissioner Russell suggested a survey of property owners about increasing the millage rate.

The following spoke against an increased millage rate and supported reduced spending:

Denise Gillespie, 1608 Hibiscus Avenue
Hattie Bryant, 1240 S. Pennsylvania Avenue
Mark Gillespie, 1608 Hibiscus Avenue
Gigi Papa, 1440 Hibiscus Avenue

Charles Williams, 2021 Temple Drive, spoke in favor of an increase due to unknown state or federal funding

Motion made by Commissioner Lindsey to maintain the current operating millage rate of 4.0923 and the debt service millage rate of 0.2602, seconded by Commissioner Cruzada. The motion carried by a 3-2 vote. Commissioners Sullivan and Russell voted no.

c. Discussion of Orange County Redistricting

Mr. Knight advised that Orange County Commission district boundaries are needed due to the charter amendment that increased the number of county commissioners from six to eight. He reviewed the impact on future elections and Winter Park. He presented his recommendation for the options that combine Winter Park with neighboring areas and municipalities with similar/shared interests. He will present the commission's recommendation to the redistricting committee on July 30th.

Discussion was held on the options submitted by members of the redistricting committee. Mayor DeCiccio stressed the importance of the commission's attendance at the redistricting meeting to present the city's position. Consensus was to prioritize support for Tom Callan's Map 1, followed by Joe Kilsheimer's Map 6 David Washington's Map 2.

Hattie Bryant, 1240 S. Pennsylvania, supported Mr. Washington's Map 2.

d. Seven Oaks Park Activation RFP

Mr. Knight said this is in response to the commission's consensus to issue an RFP. Staff have determined the guidelines but would prefer the full support of the commission to activate the park in this manner before proceeding due to the cost incurred by the city and by potential respondents.

Commissioner Lindsey supported deferring this for a year to determine the usage of the park.

Commissioner Cruzada supported delaying the RFP to determine whether other efforts, i.e., art sculptures, would activate the park in a more organic way and including in the development of the Parks Master Plan.

Commissioner Russell questioned the benefit of waiting and supported the RFP.

Commissioner Sullivan said while he would prefer the park to be activated in some manner, he is concerned about issuing an RFP and suggesting developing Incentivizes for existing businesses to help to activate the park.

Mr. Knight presented the alternative to release a Request for Interest (RFI), which is less formal with fewer requirements than an RFP. Plans would be further developed following commission approval to move forward.

Motion made by Commissioner Russell to move forward with issuing a Request for Interest, seconded by Mayor DeCiccio.

Peggy Bohl, 2333 Summerfield Road, supported an RFI.

David Varet, 850 E. Lake Sue, supported an RFP as development would create a revenue source.

Charles Williams, 2021 Temple Drive, suggested creating more shade by installing canvas canopies or water misters for the comfort of park visitors.

Gigi Papa, 1440 Hibiscus Avenue, supported giving the park an opportunity to flourish and opposed concrete pads in the park.

Following a brief discussion on the RFI process, **the motion carried unanimously by a 5-0 vote.**

13. Public Hearings: Quasi-Judicial Matters

14. Public Hearings: Non-Quasi-Judicial Matters

- a. ORDINANCE 3350-25 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, IMPLEMENTING REASONABLE TIME, PLACE, AND MANNER RESTRICTIONS ON ORGANIZED PROTESTS AND DEMONSTRATIONS NEAR THE WINTER PARK LIBRARY AND EVENTS CENTER AND PROHIBITING INTENTIONAL ACTS CAUSING DISRUPTIONS TO LIBRARY OPERATIONS OR EVENTS OCCURRING AT THE WINTER PARK LIBRARY AND EVENTS CENTER CAMPUS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE. (2nd Reading)

Attorney Dan Langley read the ordinance by title.

Mayor DeCiccio said she has reviewed case law which she feels gives the city the ability to enact this ordinance. It does not limit or silence voices or restrict content but applies only to the disruption of private or city events or library use.

Commissioner Sullivan said it is important to determine the reason for this ordinance and suggested a permitting process rather than creating a law where a city or library official can declare an activity unlawful based on their observation. He feels this is the wrong response to what has been seen as a problem.

Commissioner Russell said he feels the ordinance is about managing a space with reasonable boundaries, not about silencing voices.

Commissioner Cruzada said the city is not trying to regulate any type of speech, just in an area that is rented. It is about a level of civility and quiet enjoyment of space.

Commissioner Lindsey strongly opposed the ordinance as it is unconstitutional and feels there is no history of incidents to justify the ordinance and symbolically does not reflect the image of Winter Park.

The following spoke against the ordinance:

Jane Hursh, on behalf of League of Women Voters of Orange County.

Cheryl Malone, 2400 Temple Drive

David Varet, 850 E. Lake Sue

Gigi Papa, 1440 Hibiscus Avenue
John Papa, Sr., 1440 Hibiscus Avenue
John Papa, Jr., 1440 Hibiscus Avenue
Charles Williams, 2021 Temple Drive
Denise Gillespie, 1608 Hibiscus Avenue

Attorney Langley suggested amending Section 2(a) striking "that has not been expressly authorized by the operator of Winter Park Library or authorized by the City" and adding a new sentence "This subsection shall not apply to persons renting the Events Center or to activities authorized by the operator of Winter Park Library." to clarify the city is not intending to create a permit process for the city to select speakers.

Motion to adopt Ordinance 3350-25 as amended by the City Attorney, seconded by Mayor DeCiccio. Upon a roll call vote, Commissioners Russell and Cruzada and Mayor DeCiccio voted yes, and Commissioners Sullivan and Lindsey voted no. The motion carried by a 3-2 vote.

- b. RESOLUTION 2303-25 - A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE CITY MANAGER AS THE ADMINISTRATIVE OFFICIAL AUTHORIZED TO APPROVE PLATS AND REPLATS PURSUANT TO SECTION 177.071, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Attorney Ardaman read the resolution by title. Mr. Knight reviewed the basis for this change due to recent legislation.

Commissioner Lindsey suggested adding language that would provide for subsequent review and approval by the Commission. Mr. Ardaman opined that final by the Commission is inconsistent with statute.

Assistant Director of Planning and Zoning John Harbilas advised that the commission will consider larger projects as part of the conditional use process without requiring projects come back for final plat or replat approval.

There were no public comments.

Motion made by Commissioner Lindsey to adopt Resolution 2303-25, adding language to be consistent with Subparagraph 3 of the Statute to provide for Commission approval. After discussion, the motion failed for a lack of second.

Motion made by Commissioner Cruzada to adopt Resolution 2303-25, seconded by Mayor DeCiccio. Upon a roll call vote Commissioners Sullivan, Russell and Cruzada and Mayor DeCiccio voted yes and Commissioner Lindsey voted no. The motion carried by a 4-1 vote.

15. Department Budget Presentations

- a. Department Budget Presentations

Director of Natural Resources Gloria Eby and Director of Water and Wastewater Utilities David Zusi presented their department's FY26 proposed budgets.

16. City Commission Reports

Commissioner Russell

- Announced that school starts in 19 days.

Commissioner Cruzada

- Attended a concert at Blue Bamboo, which he feels is a great venue.

Commissioner Lindsey

- Commended staff's quick response and work to restore electric service which was lost due to a cut power line. Mayor DeCiccio echoed his comments.
- Distributed copies of a book, Happy Wife, which is a fictional psychological thriller in Winter Park.

17. Summary of Meeting Actions

- Approved the Consent Agenda.
- Approved sculpture installation at Seven Oaks Park.
- Adopted tentative millage rate at 4.0923 and debt service millage rate at .2062.
- Made recommendations on proposed Orange County redistricting.
- Approved the issuance of an RFI for the activation of Seven Oaks Park.
- Adopted Ordinance 3350-25 on second reading.
- Adopted Resolution 2303-25.
- Received budget presentations.

18. Adjournment

The meeting was adjourned at 8:17 p.m.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis



City Commission

agenda item 11.b

item type

Consent Agenda

meeting date

August 13, 2025

prepared by

Rene Cranis, City Clerk

approved by

Randy Knight, City Manager

subject

Approve the minutes of the work session, July 24, 2025

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

1. Minutes 7-24-2025



City Commission Work Session Minutes

July 24, 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; and City Clerk Rene Cranis.

1. Meeting Called to Order

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

2. Discussion Item (s)

a. Public Works FY 2026 Budget Presentation

Director of Public Works and Transportation Charles Ramdatt presented the FY26 budget and responded to questions about projects.

Mr. Ramdatt gave an update on stormwater basin studies and projects - completed, in progress and planned beyond FY 27. He reviewed preventive and responsive measures in stormwater and street sweeping and hurricane and flood management planning. He and Assistant Director of Public Works and Transportation Don Marcotte responded questions about stormwater and flooding concerns and projects.

3. Adjournment

The meeting adjourned at 5:07 p.m.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis



City Commission

agenda item 11.c

item type

Consent Agenda

meeting date

August 13, 2025

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

Approve the following final award recommendations:

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

None

**item type**

Consent Agenda

meeting date

August 13, 2025

prepared by

Rebecca Watt, Contact Agent
Jennifer Maier, Procurement Manager

approved by

Randy Knight, City Manager

subject

1. ITN7-25 – Janitorial Services (REBID); Following negotiations, Procurement and staff recommend awarding a contract to Kings Service Solutions for a not-to-exceed amount of \$675,000 per year and American Facility Services for a not-to-exceed amount of \$315,000 per year. Contract Term: 5-year initial term with two 3-year renewal options
2. RFP5-25 - Design, Install, Configure & Maintain Audio Visual Systems; Following negotiations, Procurement and staff recommend awarding a contract to BCI Integrated Solutions. Contract Term: 1-year initial term with four 1-year renewal options; Not to Exceed: \$200,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. Following City Commission authorization on July 9, 2025, Procurement and staff entered into negotiations with the four (4) top-ranked vendors. Based on those negotiations, staff recommends awarding contracts to Kings Service Solutions and American Facility Services. Awarding to multiple vendors allows for flexibility and coverage across various City facilities.
2. Following City Commission authorization on July 9, 2025, Procurement and staff entered into negotiations with the two (2) top-ranked vendors. Based on successful negotiations, staff recommends awarding a contract to BCI Integrated Solutions. Negotiations with the second-highest-ranked vendor are still ongoing.

alternatives | other considerations

fiscal impact

1. General Fund
2. General Fund

attachments

None



City Commission

agenda item 11.d

item type

Consent Agenda

meeting date

August 13, 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 11.d.1

item type

Consent Agenda

meeting date

August 13, 2025

prepared by

Rebecca Watt, Contact Agent

approved by

Randy Knight, City Manager

subject

1. Applied Aquatic Management, Inc. - Florida Fish and Wildlife Conservation Commission #21352 - Aquatic Plant Control Services; For contracted services to support aquatic vegetation management throughout the City's lakes and waterways. Contract Term: Through August 9, 2028; Not to Exceed: \$225,000
2. Tank Wizards Inc. - Pasco County #18-014-LW - Fuel Tank Cleaning, Treatment & Testing Services; For contracted services to assist staff and support City ongoing operations. Contract Term: Through February 19, 2028; Not to Exceed: \$200,000
3. Ten-8 Fire Equipment Company - NPPGov League of Oregon Cities #PS20240 - Purchase of Fire Truck; For the acquisition of a new fire truck scheduled for replacement. Contract Term: Through May 27, 2026. Amount: \$1,140,000
4. Top Line Recreation, Inc. - St. Johns County School District #2022-16 - Playground Equipment, Shade Structure, Surfacing & Related Products & Services; Requesting additional funding to continue supporting the enhancement and maintenance of City playgrounds. Contract Term: Through September 10, 2025; Not to Exceed: \$500,000
5. CDW Government - Sourcewell #121923-CDW - Technology Products and Services; Requesting additional funding to support City operations and technology objectives. Contract Term: Through February 27, 2028; Not to Exceed: \$800,000
6. Duval Ford, LLC - Florida Sheriffs Association #FSA23-VEH21.0 - Heavy Trucks & Buses; Requesting additional funding for the acquisition of a new vehicle to support City operations. Contract Term: Through September 30, 2025; Amount: \$200,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. The Natural Resources & Sustainability Department utilizes this contract to manage invasive vegetation and maintain health, safety, and appearance of the City's lakes and

waterways. Applied Aquatic Management, Inc. was selected through the FWC agency, which provides competitively solicited pricing and terms.

2. The Water & Wastewater Department will utilize this agreement to maintain fuel quality, ensure regulatory compliance, and extend the service life of City-owned fuel storage systems. Tank Wizards, Inc. was selected through Pasco County's formal solicitation process, which provides competitive pricing and terms.
3. The Fleet Division will utilize this agreement for the purchase of a new Pierce fire truck, scheduled for replacement in Fiscal Year 2027. Due to a 34-month production lead time, issuing a Purchase Order now will initiate the build process, lock in 2025 pricing, and ensure timely delivery. Ten-8 Fire Equipment Company, an authorized dealer for Pierce Manufacturing, Inc., was selected through the NPPGov League of Oregon Cities' formal solicitation process, which provides competitive pricing and terms.
4. The Parks and Recreation Department will utilize this agreement to continue enhancing and maintaining City playgrounds, supporting safe, accessible, and enjoyable recreational spaces for the community. Top Line Recreation, Inc. was selected through St. Johns County School District's formal solicitation process, which provides competitive pricing and terms.
5. The IT Department utilizes this agreement for technology products and services, including server hardware, network switches, firewalls, Microsoft M365 subscriptions, Cisco security licenses, Adobe Acrobat licenses, and cloud backup services. These resources are essential to support all City departments, maintain secure and reliable IT infrastructure, and advance the City's technology objectives. CDW Government was selected through the Sourcewell cooperative agency, which provides competitively solicited pricing and terms.
6. The Fleet Division utilizes this agreement for the purchase of a new crane truck to support City operations. Duval Ford, LLC was selected through the Florida Sheriffs Association cooperative agency, which provides competitively solicited pricing and terms.

alternatives | other considerations

fiscal impact

1. Stormwater Fund
2. Water & Wastewater Fund
3. Vehicle Replacement Fund
4. Capital Projects Fund
5. General Fund
6. Vehicle Replacement Fund

attachments

None



City Commission

agenda item 11.e

item type

Consent Agenda

meeting date

August 13, 2025

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

Approve the following contracts:

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

None



City Commission

agenda item 11.e.1

item type

Consent Agenda

meeting date

August 13, 2025

prepared by

Rebecca Watt, Contact Agent

approved by

Randy Knight, City Manager

subject

1. IFB22-22 - Lafleur Nurseries & Garden Center, LLC - Landscape and Tree Installation; For contracted services to support City staff with landscape enhancements. Contract Term: Through August 29, 2026; Not to Exceed: \$400,000
2. RFP14-23 - Tetra Tech - Emergency Debris Monitoring Services; For contracted services to support City staff and operations during emergency response and recovery efforts. Contract Term: Through December 31, 2026; Not to Exceed: \$150,000
3. RFP15-23 - Ceres Environmental Services, Inc. - Emergency Debris Management Services; For contracted services to support City staff and operations during emergency response and recovery efforts. Contract Term: Through December 31, 2026; Not to Exceed: \$400,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. Lafleur Nurseries & Garden Center, LLC, was awarded through a competitive process to provide ongoing and upcoming landscape enhancement and maintenance services. This item represents the third of five allowable renewals under the terms of the original agreement.
2. Tetra Tech was awarded through a competitive solicitation to provide emergency debris monitoring services in support of the City's emergency response operations. Staff recommends extending the current contract expiration date to align with the end of the calendar year, December 31, with future renewals beginning January 1. This adjustment ensures uninterrupted coverage throughout the full duration of storm season. This item represents the second of five allowable renewals under the terms of the original agreement.
3. Ceres Environmental Services, Inc. was awarded through a competitive solicitation to

provide emergency debris management services in support of the City's emergency response operations. Staff recommends extending the current contract expiration date to align with the end of the calendar year, December 31, with future renewals beginning January 1. This adjustment ensures uninterrupted coverage throughout the full duration of storm season. This item represents the second of five allowable renewals under the terms of the original agreement.

alternatives | other considerations

fiscal impact

1. General Fund
2. Hurricane Fund
3. Hurricane Fund

attachments

None



City Commission

agenda item 11.f

item type

Consent Agenda

meeting date

August 13, 2025

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

Approve the following request to waive the procurement process:

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

None

**item type**

Consent Agenda

meeting date

August 13, 2025

prepared by

Rebecca Watt, Contact Agent
Jennifer Maier, Procurement Manager

approved by

Randy Knight, City Manager

subject

1. RFP13-20 - Credit Bureau Systems, Inc. - EMS Billing Services; Requesting approval to waive the formal procurement process and extend the current agreement for one (1) additional year, through October 19, 2026, to align with the existing three-year hardware agreement currently in its second year. Not to Exceed: \$175,000

motion | recommendation

Commission approve item as presented and authorize Mayor to execute.

background

1. Credit Bureau Systems, Inc. was awarded the EMS billing services contract nearly five (5) years ago, following the transition from the legacy provider, R1. Since then, EMS transport reimbursements have increased by 24% in FY22, 17% in FY23, and 12% in FY24—outpacing call volume growth of 13%, 7%, and 3% respectively. The contract also includes a hardware agreement that supplies ten (10) military-spec notebook computers for our Fire/EMS apparatus. The City is in year two (2) of this three-year hardware agreement, set to end in 2026. Extending the contract ensures service continuity, avoids hardware penalties, and preserves the operational and financial benefits achieved to date. The City intends to issue a formal solicitation for these services next year to promote continued competition and ensure the best value for the City.

alternatives | other considerations

fiscal impact

1. General Fund

attachments

None



City Commission

agenda item 11.g

item type

Consent Agenda

meeting date

August 13, 2025

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

Authorize staff to negotiate the following:

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

None



City Commission

agenda item 11.g.1

item type

Consent Agenda

meeting date

August 13, 2025

prepared by

Rebecca Watt, Contact Agent
Jennifer Maier, Procurement Manager

approved by

Randy Knight, City Manager

subject

1. RFP5-25 - Design, Install, Configure & Maintain Audio Visual Systems; Authorization for Procurement and staff to enter into negotiations with the third top-ranked vendor based on the selection committee's recommendation: Teer Audio Visual. Final Award recommendation will be brought back to the City Commission for approval upon completion of negotiations.

motion | recommendation

Commission approve item as presented and authorize Mayor to execute.

background

1. A formal solicitation was issued on March 26, 2025, with responses due May 6, 2025. Nine (9) responsive submittals were received and evaluated, resulting in a shortlist of six (6) firms. Staff is seeking authorization for Procurement and staff to enter into negotiations with the top three (3) ranked firms, as it has been determined to be in the best interest of the City to include the third highest-ranked vendor in the negotiation process.

alternatives | other considerations**fiscal impact**

1. Final award recommendations will be brought back to the City Commission for approval

upon completion of negotiations with the funding source listed.

attachments

None

**item type**

Action Items Requiring Discussion

meeting date

August 13, 2025

prepared by

Tim Volkerson, Police Chief
Kathleen Reed, Administrative Coordinator III

approved by

Randy Knight, City Manager

subject

Approval of the Interlocal Agreement for Dispatching Services between the City of Winter Park and the City of Maitland

motion | recommendation

Approve the agreement.

background

The City of Maitland has formally requested to enter into an Interlocal Agreement with the City of Winter Park for Police dispatching services. This proposed partnership is expected to result in a cost benefit for the City of Winter Park. The agreement also helps to strengthen the working relationship between the two cities by bringing Police information collection and dissemination into one location.

Benefits of providing dispatching services for Maitland Police Department:

- Increases the available number of dispatchers per shift
- Allows for immediate upgrade to dispatching equipment and allows WPPD to set aside funding for future upgrades
- Decrease the time for passing critical information for calls that cross jurisdictional lines
- Improves efficiency and safety of officers when assisting each other with high call volume times and critical incidents
- Increases readily available information from one agency to another on in progress crimes and crime trends.

It should be noted that the City's insurance carrier has reviewed this contract and assigned no additional premiums to the City based on this agreement.

alternatives | other considerations

fiscal impact

attachments

1. Interlocal Agreement for Dispatching Services 6-2025

**INTERLOCAL AGREEMENT
FOR DISPATCHING SERVICES BETWEEN
CITY OF WINTER PARK, FLORIDA
AND
CITY OF MAITLAND, FLORIDA**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this 11th day of January, 2026, by and between the City of Winter Park, a Florida Municipal Corporation (herein referred to as "WINTER PARK") whose mailing address is 401 S. Park Avenue, Winter Park, Florida 32789, and the City of Maitland, a Florida Municipal Corporation (herein referred to as "MAITLAND") whose mailing address is 1776 Independence Lane, Maitland, Florida 32751.

WITNESSETH:

WHEREAS, WINTER PARK operates and maintains a twenty-four (24) hour public safety Communications Center which is capable of dispatching public safety personnel in response to calls for service.

WHEREAS, both WINTER PARK and MAITLAND wish for WINTER PARK to provide dispatching services as it is a cost-saving arrangement for both cities.

WHEREAS, Chapter 163, Florida Statutes, allows for and encourages local governments to participate in collaborative information systems.

WHEREAS, WINTER PARK AND MAITLAND have authority pursuant to Section 163.01, Florida Statutes, to enter into interlocal agreements.

NOW THEREFORE, in consideration of mutual promises, terms and conditions contained herein and other good and valuable consideration, WINTER PARK and MAITLAND agree as follows:

SECTION 1: WINTER PARK'S RIGHTS AND RESPONSIBILITIES

- A. WINTER PARK will provide twenty-four (24) hour, seven (7) day a week police dispatching services to the MAITLAND POLICE DEPARTMENT in response to "911" calls, and shall receive and process ten digit telephone calls for emergency service, direct dial, or other agency requests for service within the City of MAITLAND's jurisdiction.

WINTER PARK agrees to answer all "911 PSAP" calls at its Public Safety Answering Point in the following timeframe for MAITLAND calls for service:

Percentage of Time	95%	96%	97%
Seconds Answered In	5 Seconds	7.5 Seconds	10 Seconds

Compliance with these times for the calls for service shall be measured over a given month of thirty (30) calendar days. WINTER PARK will assist MAITLAND in the receiving of and transferring of emergency medical and fire calls for service, including notifications for automatic fire alarms, and automatic aid and mutual aid for fire services to Orange County, as agreed upon through a separate interlocal agreement between the City of Maitland and the Orange County Fire Services Division. This Agreement by no means shall imply or require that WINTER PARK will track statistical data related to the calls for fire service within the City of MAITLAND unless agreed to in writing in a separate interlocal agreement.

- B. WINTER PARK will provide MAITLAND with the Winter Park Communications Division Policies and Procedures Manual outlining formal established regulations. WINTER PARK will negotiate with MAITLAND and other agencies dispatched by WINTER PARK to provide commonly agreed-upon and uniform dispatching services. WINTER PARK will not alter or enact communications-related policies or procedures without notice to and consultation with MAITLAND. All policies and procedures will meet Law Enforcement Accreditation Standards.
- C. WINTER PARK will keep records in a manner which complies with all State and Federal laws. The release of any records by WINTER PARK will be in compliance with all State and Federal laws.
- D. WINTER PARK will provide MAITLAND police officers with twenty-four (24) hours a day, seven (7) days a week access to information contained within the Florida Crime Information Center ("FCIC"), National Crime Information Center ("NCIC") system, and Orange County Sheriff's Office Computer Systems. Access to any electronic record shall be limited to the records contained therein and as the system is available.
- E. If WINTER PARK later chooses to use a different system, WINTER PARK will provide access to a system where the records management system of MAITLAND and the dispatching services of WINTER PARK will interface. Specifically, WINTER PARK dispatchers must be able to provide responding MAITLAND police officers with information from prior calls of service at a particular location which are deemed a special circumstance, and which would warrant additional care or safety measures to be used in the MAITLAND police response. Since CAFE is currently

the common CAD among the agencies being dispatched by WINTER PARK, the predetermined call types and dispositions as programmed in CAFE shall be accepted by all agencies unless otherwise negotiated by the agencies dispatched and Seminole County.

- F. WINTER PARK shall not be responsible for any errors, omissions, or failures found with any computer database system not maintained and/or controlled by WINTER PARK. WINTER PARK will not be responsible for loss of service or access to the aforementioned systems due to circumstances beyond WINTER PARK's control. This is including, but not limited to: natural or manmade disasters; instances of the system being down due to work performed by the Florida Department of Law Enforcement ("FDLE"), the Orange County Sheriff's Office, FCIC, NCIC, or Seminole County Sheriff's Office or other networks connected to these systems of which WINTER PARK does not control; routine maintenance with sufficient notice to MAITLAND; or unforeseen computer problems originating in equipment owned by WINTER PARK.
- G. WINTER PARK will enter law enforcement information into the FCIC and/or NCIC system upon the order of a duly certified law enforcement officer of the MAITLAND Police Department according to the laws, rules, and regulations of the FDLE, FCIC, and NCIC.
- H. WINTER PARK will notify MAITLAND when any record is canceled and/or modified in accordance with FDLE, FCIC, and/or NCIC standards. WINTER PARK will notify the MAITLAND Chief of Police, or his designee, of cases that require validating. The validation confirmations shall be returned to WINTER PARK within twenty (20) days of the mailing date. In addition, WINTER PARK shall maintain records in accordance with the aforementioned agency standards, including removing entered information when the proper validation and/or documentation are not received by WINTER PARK for MAITLAND. WINTER PARK shall not be held liable for any consequences arising due to the removal of the record according to the above agency standards. The WINTER PARK Chief of Police reserves the right to remove any and all records from the aforementioned system(s), and properly notify MAITLAND regarding the failure to validate the records in accordance with the rules and regulations established by FDLE.
- I. WINTER PARK will maintain records of all entries and cancellation in the aforementioned system for review by the City of WINTER PARK's administration, FDLE and the City of MAITLAND. The maintenance and release of any records will comply with all Federal and State laws.
- J. WINTER PARK will provide MAITLAND Police Department with twenty-four (24)

hour a day, seven (7) days a week, access to computer-aided dispatch, service calls, and associated management record reports. WINTER PARK will allow MAITLAND Police Department to access mobile data terminals as part of the WINTER PARK computer aided dispatch, service calls, and associated management records report systems. However, any cost for additional user license, etc. shall be the responsibility of MAITLAND.

SECTION 2: MAITLAND'S RIGHTS AND RESPONSIBILITIES

- A. MAITLAND Police Department shall observe the instructions and procedures provided by WINTER PARK for the use of radios and for coordination of dispatching efforts under the terms of this Agreement. MAITLAND will designate a representative to consult with WINTER PARK's representative in order to coordinate any revisions or other updates necessary to the Winter Park Communications Center Policies and Procedures Manual. MAITLAND will enforce the policies contained within the manual upon its employees, representatives, and agents. MAITLAND will not alter or enact communications-related policies or guidelines without notice and consultation of WINTER PARK. To ensure uniformity, any such alteration shall be agreed upon by the member agencies of the WINTER PARK Communications Center.
- B. MAITLAND Police Department will provide radio equipment for use by MAITLAND personnel including handheld ("portable"), vehicle mounted ("mobile") radios, and computers that are capable of communicating with the Communications Center.
- C. MAITLAND Police Department retains ownership of the portables, mobiles, consoles, computers and any related equipment under their control and shall be responsible for all associated costs of maintenance and replacement of this equipment. MAITLAND Police Department may be charged a fee for any and all programming, updates, modifications, or changes in the WINTER PARK Communications system for MAITLAND including console, portable or mobile programming. Any costs incurred by WINTER PARK for the specific aforementioned services shall be negotiated in advance with the MAITLAND Chief of Police or designee.
- D. In situations where the MAITLAND Chief of Police or MAITLAND designee directly dispatches police units, MAITLAND Police Department will notify the WINTER PARK Communications Center as soon as possible to the location and nature of the call including which MAITLAND unit has been dispatched.
- E. MAITLAND Police Department will provide the WINTER PARK communications director with a list of persons who are authorized to direct the dispatching of police

units for MAITLAND and will provide a list of contact numbers of all duly sworn MAITLAND Police Department personnel and civilian personnel with access to dispatching services to include those with access to FCIC, NCIC, Department of Highway Safety and Motor Vehicles ("DHSMV"), or other restricted databases.

- F. MAITLAND is responsible for any costs associated with the recording of police talk groups that are not covered under the WINTER PARK maintenance contract.
- G. MAITLAND will update all records pertaining to MAITLAND entered by WINTER PARK into the FCIC and/or NCIC system in accordance with FDLE established policy and procedures. MAITLAND Police Department will ensure that the validation process of the records is consistent with established rules and regulations in order for the WINTER PARK Communications Division to comply with validation policies set for the by FDLE, FCIC, and NCIC. MAITLAND Police Department will be required to notify a WINTER PARK Communications Center employee via landline of an initial entry, cancellation, or modification that requires action in FCIC/NCIC within one hour of the data being uploaded to the CAFE system. The requesting officer will document, in his report, the employee identification number of the WINTER PARK Communications Center employee notified. During any audit, whether initiated by FDLE, WINTER PARK, or MAITLAND, a MAITLAND representative shall be made available to provide the auditor with any original record requested. WINTER PARK is not responsible for maintaining the original record.
- H. Validations are accomplished by reviewing the original entry, current supporting documents, and any recent consultation with any appropriate complainant, victim, prosecutor, court, motor vehicle registry file, or other appropriate source of information. The original report shall be maintained by the MAITLAND Police Department and all contacts for validation of said records will be the sole responsibility of the MAITLAND Police Department. After validating the entries, MAITLAND Police Department will forward notification to the WINTER PARK Communications Division with the case numbers and case status. Any failure by the MAITLAND Police Department to validate the records within the twenty (20) days provided under this Agreement may result in the record being cancelled from the appropriate FCIC/NCIC system. WINTER PARK has access and rights to inspect all hot files within the CAFE system. WINTER PARK will comply with confirmation request in accordance with FDLE and WINTER PARK rules, regulations and policies twenty-four hours a day. MAITLAND will provide a mechanism with a confirmation of NCIC/FCIC records ("hot files") in accordance with FDLE and WINTER PARK rules, regulations, and policies twenty-four (24) hours a day. Such confirmation will be provided by MAITLAND personnel within twenty (20) minutes of WINTER PARK's request.

- I. MAITLAND Police Department retains all authority over response patterns of the MAITLAND Police Department. MAITLAND Police Department may dictate the number and type of emergency units that should be deployed on each type of emergency call handled by MAITLAND.
- J. MAITLAND agrees that the 911 surcharge monies collected by ORANGE COUNTY on behalf of MAITLAND shall be directed to, and made payable to the City of WINTER PARK since the City of Winter Park shall be the primary answering point for all 911 calls originating in the City of Maitland. Additionally, WINTER PARK is authorized to speak on behalf of MAITLAND concerning 911 issues.
- K. MAITLAND Police Department shall retain ultimate control over the MAITLAND radio system currently owned or purchased by MAITLAND, including the granting and/or denying access to the system.
- L. MAITLAND shall provide radio equipment for use by MAITLAND personnel such as handheld ("portables"), vehicle mounted ("mobile") radios, and computers that are capable of communicating with the dispatching system. MAITLAND shall also be responsible for all costs associated with maintenance of such equipment to include any radio system towers, repeaters, or other such infrastructure owned and/or operated by MAITLAND. MAITLAND holds no ownership or supervisory interest in WINTER PARK's Communication Center, equipment, or personnel.

SECTION 3: SERVICES NOT COVERED

The parties agree that the following services and fees are the exclusive responsibility of MAITLAND, except for any supplemental services purchased pursuant to this Agreement.

- A. Lease costs for pagers, phones, and computers carried by MAITLAND Police Department personnel which are coded to receive automatic alerts from the WINTER PARK Computer Aided Dispatching system.
- B. Purchase of Mobile Data Computers ("MDC") and Automatic Vehicle Location ("AVL") in vehicle equipment and leased airtime.
- C. Mobile Data Computer Aided Dispatching software license and maintenance costs for MAITLAND units.
- D. Mobile Data Computer Field Reporting software license and maintenance costs of MAITLAND units.
- E. Purchase of mobile, portable, and/or console radios for use by MAITLAND.

F. Any and all equipment owned by MAITLAND which is located at the WINTER PARK Communications Center and used for the exclusive use of MAITLAND.

G. Services called for in this Agreement do not include telephone complaint report writing or walk-in complaint handling by WINTER PARK.

SECTION 4: TERM OF AGREEMENT

A. The Term of this Agreement shall be for ten (10) years, with an Effective Date of January 11, 2026, and a Termination Date of January 11, 2036. During the last year of the Term, this Agreement may be renewed for an Additional Term of two (2) years provided that either party provides written notice of renewal at least 180 days before the Termination Date to the other party and the other party does not object to renewal in writing within thirty (30) days after receipt of such written notice of renewal.

B. This Agreement may be terminated by mutual consent of both parties at any time. Further, this Agreement may be terminated early at any time by any party by giving written notice to the other party at least 18 months in advance of the intended date of termination. In the event of early termination, WINTER PARK shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed prior to the termination date and during any transitional services provided to MAITLAND post termination.

C. Notice of termination as set forth above and any other notices which may be required to be provided in writing under this Agreement, unless electronic mail is authorized, shall be personally served or served by certified mail to City Manager, City of Winter Park, 401 S. Park Avenue, Winter Park, Florida, 32703, and to City Manager, City of Maitland, 1776 Independence Lane, Maitland, Florida 32751.

SECTION 5: PAYMENT

A. MAITLAND will compensate WINTER PARK for its services under this Agreement according to the following quarterly schedule:

Date	January 11th, 2026	April 1st, 2026	July 1st, 2026
Quarterly Payment	\$90,061	\$105,333	\$109,348

Beginning October 1, 2026, the total annual payment will be revised to \$437,386 plus an adjustment calculated and determined by the Bureau of Labor Statistics Consumer Price Index published the preceding January of each year and based on the Annual inflation rate calculated from CUUR0000SA0. The total annual payment with

adjustment will be paid in four equal quarterly installments. Each subsequent October 1st following, the amount of payment will increase according to the same inflation rate calculation methodology.

- B. WINTER PARK will invoice MAITLAND on a quarterly basis. MAITLAND will pay any invoice within 30 days of receipt. A 1% late fee will be added each month that the payment of an invoice is late in accordance with the Florida Local Government Prompt Payment Act.

SECTION 6: EXCLUSIVE SUPERVISION OF EMPLOYEES

- A. Any employee of MAITLAND (whether paid or not), who is dispatched in accordance with this Agreement, shall be deemed to have been acting within the course and scope of his/her employment with MAITLAND and not WINTER PARK. Said employee shall be subject to the sole control and supervision of MAITLAND and shall not be construed to be an employee of WINTER PARK.
- B. Any employee of WINTER PARK (whether paid or not), who is dispatching in accordance with this Agreement, shall be deemed to have been acting within the course and scope of his/her employment with WINTER PARK and not MAITLAND. Said employee shall be subject to the sole control and supervision of WINTER PARK and shall not be construed to be an employee of MAITLAND.

SECTION 7: CONFLICT RESOLUTION

WINTER PARK will work closely with MAITLAND to resolve any dispatch issues or service performance conflicts, which may arise under the terms of this Agreement. The PARTIES will engage in formal conflict resolution to resolve such Issues. Procedure for formal conflict resolution is as follows:

- A. The MAITLAND Chief of Police or MAITLAND designee will discuss the Issue with the WINTER PARK Communications Director or WINTER PARK designee who will provide a response within three (3) business days. The WINTER PARK response may be verbal, by e-mail, or by letter.
- B. If MAITLAND is not satisfied with the response, MAITLAND may appeal the decision to the WINTER PARK Chief of Police, who will provide a written response within five (5) business days from the receipt of the appeal.
- C. If MAITLAND is not satisfied with the decision of the WINTER PARK Chief of Police, MAITLAND may appeal to the WINTER PARK City Manager who will

provide a written response within twenty (20) days from the receipt of the appeal. A decision made by the WINTER PARK City Manager will be considered WINTER PARK's final decision.

SECTION 8: SECURITY

- A. If MAITLAND maintains an FDLE terminal, and FDLE direct connect, or Mobile Data (or Mobile Computer) terminals used to access NCIC, FCIC, Orange County Computer Services, or Seminole County Computer services, then MAITLAND will maintain a separate FDLE Terminal Agency Coordinator and Point of Contact with FDLE separate from any agreement with WINTER PARK. WINTER PARK is not responsible for the security and maintenance of any terminal not under the direct control of WINTER PARK and not located on WINTER PARK property.
- B. WINTER PARK does not waive any of its exclusive legal rights, statutory or otherwise, associated with the ownership of the proprietary computer programming information or data or intellectual property as defined in Chapter 815, Florida Statutes.
- C. MAITLAND acknowledges and understands that MAITLAND does not have a proprietary right, title or interest in the proprietary information programmed into radios and/or computers by WINTER PARK, and that MAITLAND is allowed to use this proprietary information subject to the provisions of this Agreement.
- D. MAITLAND acknowledges that WINTER PARK may, subject to the provisions of this Agreement, revoke the use of the proprietary information programmed into the computers and/or radios by WINTER PARK upon the request of WINTER PARK. MAITLAND will, with reasonable notice, make the equipment available to WINTER PARK for removal of the proprietary information.
- E. MAITLAND agrees not to sell, trade, give away, or discard any radio programmed with the propriety information by WINTER PARK until after the radio has been delivered to WINTER PARK and the proprietary information previously installed by WINTER PARK or WINTER PARK's designee is removed by WINTER PARK or WINTER PARK's designee. MAITLAND is not authorized to make any modifications to proprietary information programmed into MAITLAND's computers or radios by WINTER PARK without receiving prior consent from WINTER PARK.
- F. MAITLAND shall not allow anyone to access the proprietary information programmed in MAITLAND's computers or radios without receiving prior consent from WINTER PARK.

SECTION 9: DISCLAIMER OF THIRD-PARTY BENEFICIARIES

This Agreement is solely for the benefit of the PARTIES hereto. No right, remedy, cause of action or claim shall accrue to the benefit of any third party who is not one of the PARTIES executing this Agreement.

SECTION 10: ASSIGNMENT OF INTEREST

This Agreement may not be assigned, in whole or in part, by any of the PARTIES hereto without the express written consent of the other party.

SECTION 11: SEVERABILITY

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

SECTION 12: CONSTRUCTION OF THE AGREEMENT

- A. This Agreement is the result of mutual negotiations between the PARTIES and both PARTIES have contributed substantially and materially to the preparations hereof. Accordingly, this Agreement shall not be construed more strictly against either party.
- B. This written agreement supersedes all previous agreements between the PARTIES and is the complete agreement between the PARTIES. This Agreement contains the entire understanding of the parties. It may be changed only by a written amendment to this Agreement signed by all parties. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same Instrument.
- C. The delay or failure to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- D. If any party enters into legal actions for enforcement of or damages for breach of this Agreement, each party will be responsible for its own court costs and attorney's fees.

E. All specific conditions will prevail over a general condition on the same subject.

SECTION 13: GOVERNING LAW AND VENUE

This Agreement and provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Orange County, Florida. The parties waive any right to jury trial.

SECTION 14: SOVEREIGN IMMUNITY

Both parties in this Agreement are government entities granted sovereign immunity. Neither party waives any sovereign immunity protection provided by law, including, but not limited to Section 768.28, Florida Statutes.

SECTION 15: SIGNED, DATED, AND AGREED:

In witness of the foregoing, the parties have executed this Agreement on the date indicated below.

CITY OF WINTER PARK

Sheila DeCiccio
Mayor

Attest: _____
Rene Cranis, City Clerk

Date:

CITY OF MAITLAND

John Lowndes
Mayor

Attest: _____
Lori Hollingsworth, City Clerk

6/23/2025
Date:



City Commission

agenda item 12.b

item type

Action Items Requiring Discussion

meeting date

August 13, 2025

prepared by

Randy Knight, City Manager
Michelle del Valle, Assistant City Manager
Kyle Dudgeon, Assistant Division Director of
Economic Development/CRA

approved by

Randy Knight, City Manager

subject

Approval of Orange County Tourist Development Tax (TDT) Grant Funding Agreement for Winter Park Playhouse

motion | recommendation**background**

The purpose of this item is to proceed with the purchase and improvements for 711 Orange Avenue (Winter Park Playhouse) through an eight million dollar award through the Tourism Development Tax (TDT) grant process. The County collects TDT funds authorized by law for the purposes of promoting and enhancing tourism within the county. This includes the acquisition and (re)construction of auditorium space that brings economic vitality to the region. In April 2024, the City, in conjunction with the Winter Park Playhouse, submitted an application for the purchase of 711 Orange Avenue to create a more permanent location for the playhouse and its offerings. After review by committees and Orange County, the application was awarded eight million towards these goals.

Attached for consideration is the agreement consistent with these goals, outlining the required provisions for funding, term, limitations, breaches, and covenants. In all, execution of the agreement is essential to securing funding. It should also be noted the city does retain some oversight responsibility in ensuring a nonprofit tenant and use remain consistent through the life of the agreement, maintenance provisions for the property, and abiding by the restrictive covenants outlined, particularly in Exhibit E. This exhibit outlines the use as a defined auditorium space (playhouse) for no less than 25 years, and dictates in the event no use should be produced the county may request repayment.

Lease terms of the agreement are provided for in a companion ordinance already reviewed by Orange County and subject to ordinance approval by the City Commission.

alternatives | other considerations

fiscal impact

attachments

1. Winter Park Playhouse Funding Agreement

AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
CITY OF WINTER PARK, FLORIDA

THE WINTER PARK PLAYHOUSE
(711 Orange Avenue, Winter Park, FL 32789)

THIS AGREEMENT is made and entered into as of the date of last execution below, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**County**”), and CITY OF WINTER PARK, FLORIDA, a Florida municipal corporation (“**City**”) and is joined and consented to by THE WINTER PARK PLAYHOUSE, INC. a Florida not-for-profit corporation.

WITNESSETH:

WHEREAS, the County currently collects the tourist development taxes authorized by Section 125.0104(3)(c), (d), and (m), Florida Statutes (“**Tourist Development Tax**” or “**TDT**”) and authorized uses of such Tourist Development Tax include the acquisition, construction and/or renovation of auditoriums that are publicly owned, but are operated by not-for-profit organizations and open to the public within the county in which such tax is levied; and

WHEREAS, on November 29, 2016, the Orange County Board of County Commissioners (“**Board**”) adopted Ordinance No. 2016-30, as amended from time to time (“**Ordinance**”), which amended the Tourist Development Plan to authorize funding from legally available unallocated TDT revenue for legally authorized capital projects and events pursuant to a grant application process set forth in Section 25-147 of the Orange County Code (“**Code**”) which grant applications would be considered by the County’s TDT Application Review Committee (“**ARC**”); and

WHEREAS, one of the requirements in the FY 2024 – FY 2028 TDT ARC funding application was that the request had to be for a capital project for a dollar amount in excess of \$2 million and up to and including \$15 million toward a project for the acquisition, construction, expansion, enlargement, renovation, and equipping of eligible facilities; and

WHEREAS, the City applied for TDT capital funding in the amount of Eight Million Dollars (\$8,000,000.00) for the acquisition, enlargement, remodeling, and improvement of the Winter Park Playhouse (the “**Playhouse**”, and collectively, the “**Playhouse Project**”), all of which are authorized expenditures pursuant to the Local Option Tourist Development Act, § 125.0104, Florida Statutes (2024); and

WHEREAS, The Winter Park Playhouse, Inc. (“**WPP**”) is a Florida not-for-profit corporation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the property upon which the Playhouse sits is currently owned by Winter Park Mercantile & Investment Properties, a Florida General Partnership (“**Seller**”) and leased to the WPP; and

WHEREAS, for purposes of compliance with this Agreement and the authorized uses of the Tourist Development Tax, WPP has executed a joinder and consent to this Agreement; and

WHEREAS, as part of the Playhouse Project, the City intends to purchase the Playhouse property located at 711 Orange Avenue, Winter Park, Florida 32789, with parcel identification number 07-22-30-3616-00-010 and which is more particularly described on **Exhibit “A”** hereto (the “**Property**”); and

WHEREAS, in accordance with the requirements of the Grant Application, as defined herein, the City submitted a Letter of Intent to Sell executed by the Seller, a copy of which is attached hereto and incorporated herein by reference, as **Exhibit “B”**; and

WHEREAS, on September 13, 2024, the ARC recommended approval of the City’s application to the Tourist Development Council (“**TDC**”); and

WHEREAS, on September 27, 2024, the TDC recommended approval of City’s application; and

WHEREAS, on October 29, 2024, the Board approved the ARC grant recipients, including the City’s Playhouse Project, subject to the execution of a funding agreement containing certain specific terms before the end of Fiscal Year 2025.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and the City agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. County Contribution. Subject to all terms and conditions set forth in this Agreement, the County agrees to contribute a total aggregate amount not to exceed Eight Million Dollars (\$8,000,000.00) solely from Fiscal Year 2024-2028 Excess TDT Revenue (the “**County Contribution**”). No more than fifty percent (50%) of the County Contribution may be used for acquisition of the Property, as defined herein (the “**County Acquisition Contribution**”). The County Contribution shall be paid to the City in accordance with the terms and conditions of this Agreement. For purposes of this Agreement, “Excess TDT Revenue” shall mean those TDT revenues appropriated by the Board in 2024 in the amount of \$15,000,000.00 per year beginning in Fiscal Year 2024 through Fiscal Year 2028 for capital projects that apply for, and are awarded, funding to the ARC pursuant to Section 25-147 of the Code.

3. Restrictions on Use of County Contribution. City shall use the County Contribution only to pay the capital costs associated with the acquisition of the Property, and enlarging, remodeling, and improving the Playhouse as described in the City’s “Orange County

Tourist Development Tax Capital Project Grant Application” dated April 29, 2024 (the “**Grant Application**”), as on file with the County and a copy of which is attached hereto as **Exhibit “C.”** Capital costs shall include acquisition of the Property; construction; design and engineering expenses; and furnishings, fixtures and equipment related to the scope of the Playhouse Project. *The County Contribution shall not be used for construction cost overruns; operating costs; or maintenance costs of any type whatsoever in connection with the construction or operation of the Playhouse.* Furthermore, the County Contribution shall not be used or pledged to secure any debt whatsoever.

4. Limitations on County’s Obligation. The County’s obligation to make the County Contribution shall not constitute a lien on Tourist Development Taxes and will not be on parity with any existing or future debt of the County. The obligations of the County under this Agreement are limited solely to Excess TDT Revenue and no general fund revenues or other funds whatsoever of the County are obligated. Nothing provided herein shall obligate or require the County to levy any ad valorem taxes, fees, or assessments whatsoever. This Agreement and any payments provided for in this Agreement are contingent upon the availability of Excess TDT Revenues derived from the tax levied under Section 25-136 of the Code and made available under Section 25-147 of the Code to make the payments hereunder. The County shall not cause such Excess TDT Revenues to be unavailable as a result of dilution of the funds made available through the application process set forth in Section 25-147 of the Code through funding other projects through such process.

5. Disbursement of County Contribution. The County Contribution shall be disbursed according to the requirements and schedule set forth below. Before any County Contribution is disbursed, the City must submit proof to the County’s satisfaction that at least eighty percent (80%) of all non-TDT funding necessary to complete the Playhouse Project, in this case, \$1,600,000.00 (the “**Outside Funds**”), has been raised. All such proof of Outside Funds shall be submitted to the County Administrator or designee with a copy to the Orange County Comptroller (“**Comptroller**”). For purposes of this Agreement, Outside Funds may include contributions by the City from non-TDT revenue sources, such as general fund appropriations, grants, or other lawful municipal funds, provided such contributions are separately accounted for and not derived from Tourist Development Tax revenues. The County shall pay the County Acquisition Contribution first subject to the terms herein, and no other portion of the County Contribution shall be disbursed until such time as the City acquires the Property, subject to the contingencies set forth in paragraph 5(a)(ii) below being met.

(a) Proof of the contingencies set forth in paragraph 5(a)(ii) below shall be submitted to the Orange County Attorney’s Office with a copy to the Orange County Real Estate Management Division all at the notice address set forth in Section 9 herein. After review and approval of the contingencies for the acquisition of the Property, the County Administrator or designee shall instruct the Comptroller to disburse the County Acquisition Contribution for the acquisition of the Property to the City within 10 business days thereafter.

(i) Approved Due Diligence. By its approval and execution of this Agreement, the County hereby acknowledges that the County has received, reviewed, and accepted each of the following from the City:

(1) Approved Lease. An unexecuted copy of that certain proposed long-term lease agreement entitled “Lease Agreement” to be between the City, as lessor, and WPP, as lessee, (the “**Approved Lease**”) pursuant to which the City intends to lease the Playhouse to WPP.

(2) Preliminary Title Commitment. A preliminary copy of that certain ALTA Commitment for Title Insurance bearing Commitment No. 212557FL issued by Stewart Title Guaranty Company, (the “**Title Company**”) through its issuing agent, Fishback Dominick with a commitment date of January 9, 2025, at 8:00 a.m. (the “**Approved Title Commitment**”).

(3) Approved Survey. ALTA Survey prepared by _____ (PSM No. _____) bearing File Number _____ and a Date of Plat or Map of _____, and last revised _____.

(4) Approved Environmental Assessment. Environmental Site Assessment and ASTM Database Review of the Property prepared by Terracon Consultants, Inc., and dated February 28, 2025, and presented in Phase I Environmental Site Assessment.

(5) Approved Appraisal. Appraisal Report of the Property prepared by an appraiser on the County’s approved appraiser list, specifically, Walter N. Carpenter, Jr., MAI and Sara J. Pridemore, MAI of Pinel & Carpenter, Inc., bearing Report #: 25-037, and having a date of valuation of April 22, 2025, and a date of report of May 22, 2025 with an endorsement to the County (the “**Approved Appraisal**”).

(ii) Contingencies. The County’s obligation to disburse the County Acquisition Contribution for the acquisition of the Property is contingent upon and subject to those matters specifically set forth hereinafter in this subsection 5(a)(ii) (each, a “**Contingency**,” and collectively the “**Contingencies**”), as determined by the County:

(1) The Property. The City shall have acquired the Property, located at 711 Orange Avenue, Winter Park, Florida, 32789 and legally described in **EXHIBIT “A,”** attached hereto and incorporated herein by this reference. Upon the closing of the transaction conveying the Property to the City (“**Closing**”), the City shall deliver to the County a copy of the fully executed and recorded deed conveying the Property to the City.

(2) Approved Lease. The City and WPP shall have fully executed and entered into the Approved Lease in the form previously accepted by the County. Upon execution of the Approved Lease, the City shall deliver to the County, along with a copy of the deed required pursuant to subparagraph (i), a copy of the fully executed Approved Lease.

(3) Title Policy. The City shall have provided (or shall have caused to be provided) to the County, at no cost or expense to the County, and the County shall have approved a “marked-up” version of the Approved Title Commitment (“**Marked-Up Commitment**”) that: (i) unconditionally obligates the Title Company to issue an owner’s policy to the City in an amount not less than the Purchase Price (“**Title Policy**”); (ii) reflects that all Requirements have been satisfied or deleted; (iii) reflects that all standard exceptions contained in Section B, Section II, of the Approved Title Commitment have been deleted; and (iv) insures the City’s fee simple title to the Property free and clear of all liens, claims, assessments, easements, reservations, restrictions, encumbrances, and other matters of record whatsoever, except for matters of record acceptable to the County, if any. Notwithstanding the foregoing, the County hereby acknowledges that all of the following numbered exceptions set forth in Section B, Section II, of the Approved Title Commitment are acceptable to the County: _____ . Upon the Closing, the City shall deliver to the County a copy of the Marked-Up Commitment. The Manager of the Orange County Real Estate Management Division (“**REM Division**”) is hereby authorized, on behalf of the County, to approve the Marked-Up Commitment pursuant to this paragraph.

(4) Purchase Price. The County Acquisition Contribution may not exceed the appraised value established by the Approved Appraisal. The appraised value established by the Approved Appraisal must equal or exceed the amount of the County Acquisition Contribution. If the purchase price paid by the City for the Property exceeds the appraised value, the City may contribute the difference using non-TDT funds, provided that no portion of such difference is paid or reimbursed with TDT revenues.

(5) Restrictive Covenants. The City will execute the Declaration of Restrictive Covenants containing those covenants, conditions, restrictions, and agreements in substantially the form set forth in **EXHIBIT “E,”** attached hereto and incorporated herein by this reference (the “**Restrictive Covenants**”) and cause the Restrictive Covenants to be recorded in the Public Records of Orange County Florida immediately after the deed conveying the Property to the City.

(iii) Waiver of Contingencies. Any Contingency may be waived, lessened, or otherwise removed from this Agreement by the County at any time by delivery of written notification from the County to the City. If all Contingencies have not been satisfied (by the person responsible for the satisfaction of the same) or waived in writing by County within twelve (12) months of the date this Agreement is approved by Board, then County’s obligation to disburse any portion of the County Contribution for Property acquisition shall terminate. The Manager of the REM Division is hereby authorized, on behalf of the County, to waive Contingencies and furnish notices pursuant to this paragraph.

(iv) Restrictive Covenants. The Restrictive Covenants, and all terms, provisions, covenants, conditions, restrictions, and agreements thereof, are incorporated into this Agreement by this reference. The City's failure to comply with any of the Restrictive Covenants shall constitute a breach of this Agreement by the City. The terms and provisions of this paragraph shall survive the City's acquisition of the Property.

(b) Only upon completion of the acquisition of the Property shall distribution of the remaining portion of the County Contribution for any portion of the Playhouse Project other than the Property acquisition (i.e. the enlargement, remodeling, and improvement of the Playhouse) commence. Such distribution shall be made after City submits proof of valid design, architectural, or construction costs with certification from the Architect that work invoiced has been satisfactorily performed and signed by an authorized representative of City and accompanied by invoices or receipts evidencing completion of work in substantially the form of the cost requisition attached hereto as **Exhibit "D;"** All such cost requisitions shall be submitted to the County Administrator or designee with a copy to the Comptroller. After review and approval of each requisition, the County Administrator or designee shall instruct the Comptroller to make payment to the City within 20 business days thereafter.

(c) Upon compliance with the above requirements, the Comptroller is authorized to disburse the County Contribution to the City according to the following installment schedule:

- (i) Not to exceed \$6,000,000.00 in the aggregate before October 1, 2025;
- (ii) Not to exceed \$7,000,000.00 in the aggregate before October 1, 2027; and
- (iii) Not to exceed \$8,000,000.00 in the aggregate on or after October 1, 2027.

No later than 45 days after a disbursement for unpaid invoices, City shall provide the County with evidence of payment demonstrating that any such invoice was paid.

6. Commemorative Plaque. Upon acquisition of the Property by the City and the completion of the Playhouse Project, City and WPP agree that a plaque shall be prominently displayed on the Property acknowledging the names of the Orange County Mayor and Board of County Commissioners and their contribution to the Playhouse Project.

7. WPP Representations and Obligations. WPP has represented that it has received a determination from the Internal Revenue Service that it meets the requirements of Section 501(c)(3) of the Internal Revenue Code and hereby represents that it is in material compliance with the terms of such determination. WPP shall (i) maintain its 501(c)(3) status during the term of this Agreement; (ii) diligently proceed with the repair, remodeling, and improvement of the Playhouse in a financially responsible and commercially reasonable manner; (iii) use the Playhouse as described in The Grant Application; and (iv) shall comply with all federal, state, and local laws, ordinances, rules and regulations relating to the repair, remodeling, improvement, funding, operation and maintenance of the Playhouse and the Playhouse Project.

8. Audit. The County and the County Comptroller (or designee) shall have the right to audit for compliance with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement, including the use of the County Contribution for the acquisition of the Property and the Playhouse Project. Such right shall extend for a period of five (5) years after the City's completion of the Playhouse Project. The City agrees to provide reasonable assistance in providing documents, materials, data, information and records to the County and the Comptroller or designee in the performance of these audits as requested by the Comptroller or County during the course of this Agreement and for the aforementioned five (5) years after completion of the Playhouse Project. In those situations where records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), the Comptroller's representatives shall be provided with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats. Such activity shall be conducted during normal business hours.

9. Notices. Any notices required or allowed hereunder shall be in writing and given by certified mail with return receipt requested, to the addresses below, or in person with proof of delivery to the addresses below, or such other address as either party shall have specified by written notice to the other party delivered in accordance herewith:

County: Orange County Administrator
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

With a copy to: Orange County Convention Center
P.O. Box 691509
Orlando, FL 32869-1509
Attention: Deputy Director, Fiscal & Operational Support

City: City of Winter Park
401 South Park Avenue
Winter Park, Florida 32789
Attn: Randy Knight, City Manager

Comptroller: Orange County Comptroller
Director of Finance & Accounting
201 S. Rosalind Avenue, 4th Floor
Orlando, Florida 32801

County Attorney's Office 201 S. Rosalind Avenue, 3rd Floor
Orlando, Florida 32801
Attn: Whitney Evers, Sr. Asst. County Attorney

Orange County Real Estate
Management Division

Orange County Real Estate Management Division
Attn: Manager
400 East South Street, 5th Floor
Orlando, Florida 32801

Winter Park Playhouse:

Heather Alexander, Executive Director
711 Orange Avenue
Suites B & C
Winter Park, FL 32789

With copy to:

Patrick Brandt, Esquire
DSK Law
332 N. Magnolia Avenue
Orlando, FL 32801

10. Budget and Reporting Requirements. As a condition of receiving funds via the City pursuant to this Agreement, WPP acknowledges and agrees to comply with its reporting obligations and to timely provide the following to the Comptroller and County Administrator, at their respective notice addresses listed in Section 9 hereof:

- (i) audited financial statements of WPP within 60 days of completion of its audit, and such audit shall be completed within 180 days of the close of WPP's fiscal year;
- (ii) WPP's IRS Form-990 filing with the Internal Revenue Service, to be submitted at the time of submission to the IRS;
- (iii) after completion of the Playhouse Project, periodic program reports regarding the attendance at the Playhouse, the economic impact generated by the Playhouse, and the source of that information; and
- (iv) as requested, copies of minutes of any meetings of governing body of the WPP relating to the County Contribution or the Playhouse Project.

At the County's or TDC's discretion, WPP and/or the City shall provide a presentation or presentations regarding the Playhouse and/or the Playhouse Project as may be requested by the TDC or the County.

11. Indemnification. To the extent permitted by law, each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes (2024). The foregoing shall not

constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party. This provision shall survive termination of this Agreement. Notwithstanding the foregoing, the City shall not be required to indemnify the County for any acts, omissions, negligence, or breaches of this Agreement attributable solely to WPP or other third parties operating the Playhouse.

12. Recordkeeping; Accounting. The City will utilize accounting procedures and practices in the maintenance of the records of receipts and disbursements of the funds contributed by the County, as well as all its receipts and disbursement of funds, and such procedures and practices shall be in accordance with generally accepted accounting principles. The County and the County Comptroller or their designees shall have access to all books, records, subcontract(s), financial operations, and documents of the City, its lessee(s), contractors, and its subcontractors, as required to comply with this paragraph, for the purpose of inspection or audit anytime during normal business hours during the term hereof, and for a period of five (5) years after completion of the Playhouse Project or the termination of this Agreement, whichever shall occur later. Any cost incurred by the City as a result of a County audit shall be the sole responsibility of and shall be borne by the City. This provision shall survive termination of this Agreement.

13. Term; Termination. This Agreement shall become effective upon execution by both parties hereto (“**Effective Date**”) and shall continue for a period of five (5) years after the completion of the Playhouse Project, to be determined based on the date of a certificate of completion for the Playhouse Project. This Agreement may be amended, modified, or terminated at any time during the term of this Agreement by the mutual written agreement of the Parties.

14. Default by the City.

1. The occurrence of any of the following constitutes an Event of Default by the City:

(a) Failure of the City to acquire the Property within one (1) year of the Effective Date of this Agreement and to complete the Playhouse Project within three (3) years from the acquisition of the Property;

(b) Any material representation made by the City in any communication submitted to the County in an effort to induce the disbursement of Excess TDT Revenues which representation is determined by the County to be materially false, misleading, or incorrect;

(c) The City’s default in the performance of any material term or covenant of this Agreement not otherwise provided for in this section for a period of more than 30 days after its receipt of a notice of default, provided however, that if the nature of the default is such that it cannot reasonably be cured within such 30-day period then the City shall have a reasonable period of time to cure such default provided that it diligently undertakes and pursues such cure;

(d) The dissolution of WPP;

(e) If (i) a petition is filed by WPP seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any

law relating to bankruptcy or insolvency, or (ii) a petition is filed against WPP, which is not dismissed within 60 days after filing, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, or (iii) WPP seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all of the rent, revenues, issues, earnings, profits or income of any part of the Playhouse, or (iv) WPP makes any general assignment for the benefit of creditors, or (v) WPP is Insolvent (as defined herein); or (vi) any trustee, receiver or liquidator of WPP is appointed who is not discharged within 60 days after its appointment. For purposes of this paragraph, a person or entity shall be deemed to be “Insolvent” if they are unable to pay their debts as they become due and/or if the fair market value of their assets does not exceed their aggregate liabilities;

(f) The loss of WPP’s status under Section 501(c)(3) of the Internal Revenue Code for a period of more than 30 days;

(g) WPP’s vacating or abandoning the Playhouse; and

(h) The City’s failure to comply with the Restrictive Covenants beyond any applicable grace or cure period.

In the event of a default by City under Section 14. 1. (a), this Agreement shall automatically terminate and the County Contribution shall revert to the County. In the event of a default by the City under Section 14.1. (b) - (g), the County may, at its option, exercise any one or more of the following remedies: (i) declare this Agreement terminated, or (ii) exercise any and all remedies available at law and in equity.

In the event of an uncured noticed default by the City under Section 14(h), the City agrees to reimburse the County for the County Contribution within sixty (60) days of a demand for same.

2. Notwithstanding the foregoing, if the default under Section 14.1.1(d)–(g) is due solely to the actions or inactions of WPP, the City may cure such default by identifying a replacement entity (“Replacement Entity”) to occupy and/or operate the venue, subject to County approval as set forth below. The City shall have six (6) months to identify and secure such Replacement Entity, and, during such time, the County agrees that it shall not (i) declare this Agreement terminated, or (ii) exercise any remedies available at law and in equity so long as the City is diligently pursuing such cure (the “**Deferred Default Period**”). The City shall identify and evaluate such Replacement Entity to assume occupation and/or operation of the Playhouse based on the following criteria:

(a) the Replacement Entity is either the City or a not-for-profit corporation in good standing in the State of Florida and qualified as tax-exempt under Section 501(c)(3) of the Internal Revenue Code with the experience and capacity to run a theater or venue similar to the WPP;

(b) the Replacement Entity agrees in writing to occupy and operate, or if the Replacement Entity is the City, to operate, the Playhouse as a performing arts venue consistent with the use restrictions and purposes set forth in this Agreement and the Declaration of Restrictive Covenants and, if the Replacement Entity is not the City, to execute a joinder and consent to both this Agreement and the Declaration of Restrictive Covenants, as may be amended; and

(c) the Replacement Entity is not, at the time of proposal, in material default under any existing agreement with Orange County.

The City shall provide written notice to the County Administrator or the County Administrator's designee identifying its requested Replacement Entity, along with documentation demonstrating compliance with the above criteria in the form of an amended Grant Application (the "**Amended Grant Application**"). The Amended Grant Application shall be reviewed and approved by the ARC, TDC, and Board of County Commissioners. During the Deferred Default Period, the City shall be responsible for insurance and maintenance of the Playhouse. If a Deferred Default Period occurs before the full County Contribution has been disbursed, no further installments of the County Contribution shall be made until the Replacement Entity has been approved and has executed the documents set forth in section 14.2.(b) If the Replacement Entity does not receive approval from the Board of County Commissioners, the County shall have the right to declare this Agreement in default as provided herein.

15. Default by the County. The following shall constitute a default by the County: the County's continued default in the performance of a material term of this Agreement including but not limited to its obligations for disbursement of the County Contribution in accordance with the requirements of this Agreement for a period of more than 30 days from its receipt of written notice of such default from the City. In the event of a default by the County, then the City, at its option, may exercise any one or more of the following remedies: (i) declare this Agreement terminated; or (ii) exercise the remedy of mandamus to require the County's performance under the terms and conditions of this Agreement and/or an action for specific performance. The City hereby acknowledges and agrees that the only remedies available to the City other than termination are those of mandamus and specific performance and the County shall bear no liability for direct, indirect, or consequential damages.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

17. No Assignment. Neither the City nor WPP may assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

18. No waiver. Continued performance by either party hereto, pursuant to the terms of this Agreement, after a default of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

19. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

20. Governing Law; Venue. Any litigation occurring as a result of this Agreement shall be held in the courts of Orange County, Florida. This Agreement shall be governed by the laws of the State of Florida.

21. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

22. Counterparts. This Agreement may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings,
Orange County Mayor

Date: _____

ATTEST:

Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

(SEAL)

CITY:

CITY OF WINTER PARK, FLORIDA, a
municipal corporation of the State of Florida

By: _____
Sheila DeCiccio,
as Mayor of the City of Winter Park, Florida

ATTEST:

By: _____
Rene Cranis, City Clerk

JOINDER AND CONSENT
OF THE WINTER PARK PLAYHOUSE, INC.

The Winter Park Playhouse, Inc., a Florida not-for-profit corporation, (“WPP”) hereby joins in and consents to the foregoing Agreement for The Winter Park Playhouse (“Agreement”) between Orange County, Florida, a charter county and political subdivision of the State of Florida, and the City of Winter Park, Florida, a Florida municipal corporation, for the purpose of complying with the authorized uses of the tourist development tax as set forth in Section 125.0104(5), Florida Statutes (2024) and to indemnify the County in accordance with paragraph 11 of the Agreement as if it were a party to the Agreement.

IN WITNESS WHEREOF, WPP has caused this Joinder and Consent to be duly executed by its duly authorized representative on the date set forth below.

[Signature appears on following page]

THE WINTER PARK PLAYHOUSE, INC., a
Florida not-for-profit corporation

By:_____

Print Name:_____

Title:_____

Date:_____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, a Notary Public, by means of
☐ physical presence or ☐ online notarization this ____ day of ____, 202__,
by _____, as _____ of THE WINTER
PARK PLAYHOUSE, INC., a Florida not-for-profit corporation,, on behalf of said corporation,
who ☐ is personally known to me or ☐ has produced (type of
identification) _____ as identification.

Notary Public

Print Name:_____

My Commission Expires:_____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

This is from the warranty deed for the property:

Lot 1, (LESS road right-of-way), the NE 42.5 feet
of Lot 2 (LESS road right-of-way), and Lot 6
(LESS the West 100.5 feet thereof), HILL'S SUBDIVISION,
according to the Plat thereof as recorded in Plat Book
G, page 62, Public Records of Orange County, Florida.

LOT 1, (LESS ROAD RIGHT-OF-WAY), THE NE 42.5 FEET OF LOT 2 (LESS ROAD RIGHT-OF-WAY), AND LOT 6 (LESS THE WEST 100.5 FEET THEREOF), HILL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK G, PAGE 62, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

✱	METAL LIGHT POLE	IR	IRON ROD
✱	ELECTRICAL METER	IRC	IRON ROD AND CAP
✱	ELECTRICAL PANEL	LB	LICENSED BUSINESS
✱	ELECTRICAL PANEL	LS	LICENSED SURVEYOR
✱	CLEANOUT	N	NORTH/NORTHING
→	SINGLE STAND SIGN	N/D	NAIL AND DISK
✱	WATER, GAS VALVE	ORB	OFFICIAL RECORDS BOOK
✱	STORM DRAINAGE MANHOLE	P	PLAT BOOK
⊙	YARD DRAIN	PQ(S)	PAGE(S)
⊙	FOUND IRON PIPE	PR	PARCEL CERTIFICATION NUMBER
⊙	FOUND IRON PIPE	PRM	PERMANENT REFERENCE MONUMENT
⊙	FOUND NAIL & DISK	PSM	PROFESSIONAL SURVEYOR AND MAPPER
⊙	SET IRON ROD	RS	REGISTERED LICENSED SURVEYOR
⊙	FOUND IRON ROD	ROR	ROOF OVERHANG
→	TELECOMMUNICATION RISER	R/W	RIGHT OF WAY
→	BACKFLOW PREVENTER	S	SOUTH
→	FIRE DEPARTMENT CONNECTION	W	WEST
→	FIRE HYDRANT	—	CENTERLINE
→	WATER METER	—	OVERHEAD ELECTRICAL LINE
→	WATER VALVE	—	BUILDING LINE
→	BACK OF CURB	—	EDGE OF PAVEMENT
→	CENTER LINE	—	CONCRETE
CONC	CONCRETE	—	TRASH CAN
C	EAST/CASTING	—	BENCH
INST	EDGE OF PAVEMENT	(C)	CALCULATED
INST	INSTRUMENT	(M)	MEASURED
→	IRON PIPE	(P)	PLAT
		(R/W)	R/W MAP (SECTION NO. 7504-107)

SHEET V100 - LEGAL DESCRIPTION, SURVEYOR'S NOTES, SYMBOL AND ABBREVIATION LEGEND
SHEET V101 - BOUNDARY SURVEY

1. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES.
2. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.602(3).
3. HORIZONTAL DATA SHOWN HEREON ARE BASED ON NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, FLORIDA STATE PLANE EAST REFERENCED TO THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN) STATION "ORL1".
4. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE MONUMENTED NORTH RIGHT OF WAY LINE OF N ORANGE AVE AS BEING SOUTH 46°12'28" WEST.
5. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SHAPE OR SIZE OF THE FEATURE.
6. THE INFORMATION DEPICTED ON THIS SURVEY REPRESENTS THE RESULTS OF A FIELD SURVEY ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS A REPRESENTATION OF THE GENERAL CONDITIONS EXISTING AT THAT TIME.
7. FENCES AND WALL DIMENSIONS ARE APPROXIMATE. THE SURVEYOR DID NOT DETERMINE OWNERSHIP OF WALLS AND FENCES.
8. ORNAMENTAL PLANTS, HEDGES, SPRINKLER HEADS WERE NOT LOCATED UNLESS SHOWN HEREON.
9. THIS SITE COULD HAVE UNDERGROUND INSTALLATIONS THAT ARE NOT SHOWN. BEFORE DESIGN, CONSTRUCTION EXCAVATIONS, CONTACT SUNSHINEB1.COM AND THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION OF UTILITIES.
10. THIS SURVEY WAS COMPLETED WITHOUT BENEFIT OF TITLE.
11. THE INFORMATION CONTAINED IN THIS DOCUMENT WAS PREPARED BY L & S DIVERSIFIED, LLC (L&S). L&S HAS TAKEN ALL REASONABLE STEPS TO ENSURE THE ACCURACY OF THIS DOCUMENT. WE CANNOT GUARANTEE THAT ALTERATIONS AND/OR MODIFICATIONS WILL NOT BE MADE BY OTHERS AFTER IT LEAVES OUR POSSESSION. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY (WHICH BEARS THE RAISED SURVEYORS CERTIFICATION SEAL IF APPLICABLE) TO ENSURE THE ACCURACY OF THE INFORMATION CONTAINED HEREON AND TO FURTHER ENSURE THAT ALTERATIONS AND/OR MODIFICATIONS HAVE NOT BEEN MADE. TO ENSURE THE ACCURACY OF THE INFORMATION CONTAINED IN THIS OR ANY DOCUMENT TRANSMITTED OR REVIEWED BY COMPUTER OR OTHER ELECTRONIC MEANS, CONTACT L&S DIRECTLY FOR VERIFICATION OF ACCURACY.
12. THIS SURVEY MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 20' OR SMALLER.
13. THIS SURVEY CANNOT BE RELIED UPON BY PERSONS OR ENTITIES OTHER THAN THE PERSONS OR ENTITIES CERTIFIED TO HEREON.
14. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
15. SUBJECT PROPERTY CONTAINS 11,472 SQUARE FEET (0.26 ACRES) MORE OR LESS.

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SECTION 07, TOWNSHIP 22 SOUTH, RANGE 30 EAST
CITY OF WINTER PARK
ORANGE COUNTY, FLORIDA

GRAPHIC SCALE



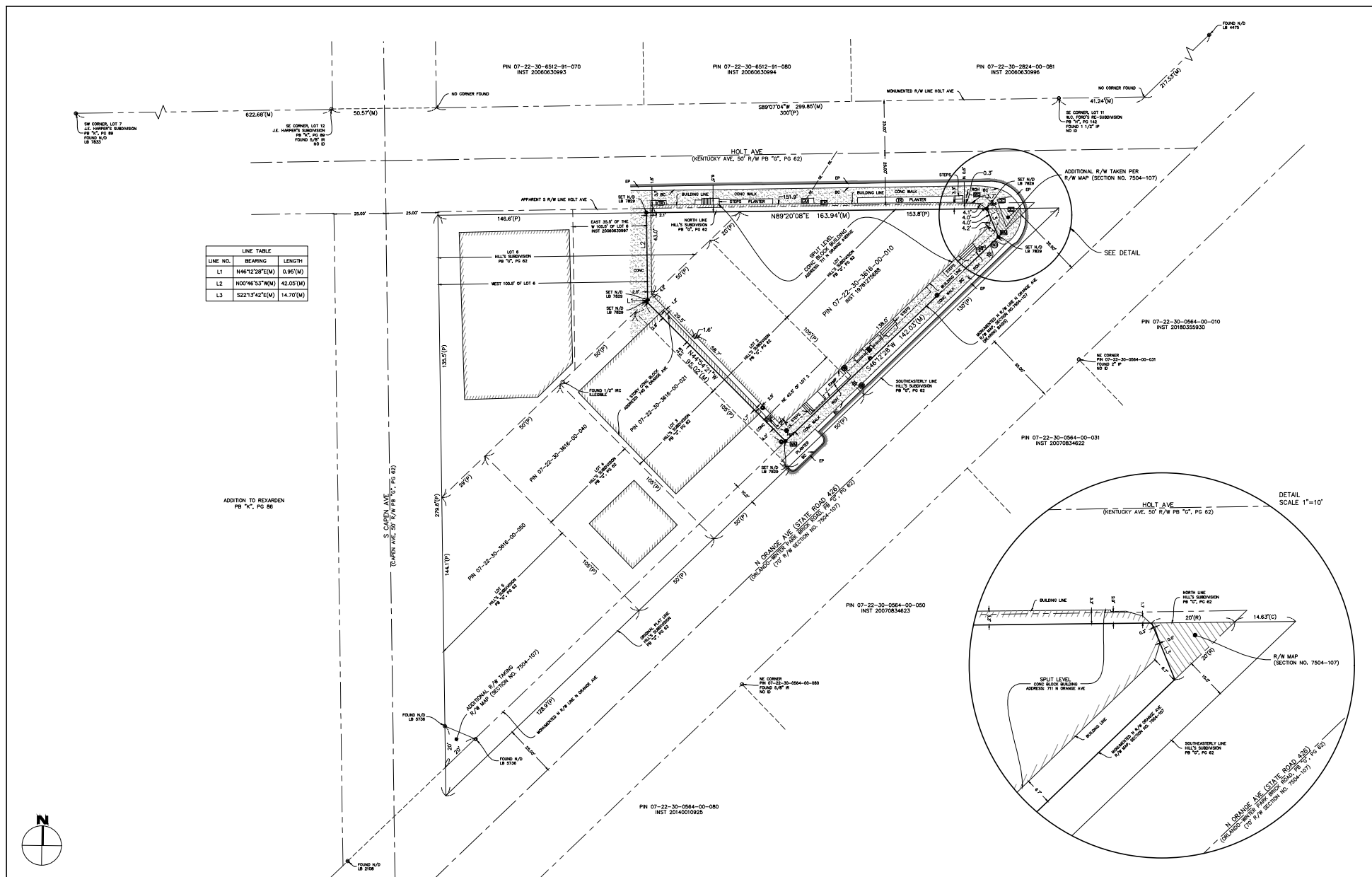
1 INCH = 20 FEET

[illegible]

PROJECT No.	241001.07
SURVEY BY	K.P. MOON
SURVEY DATE	2025.07.23
DRAWN BY	D.BRONKHORST
DRAWN DATE	2025.08.05
SCALE	AS SHOWN

DRAWING No.
V100
SHEET
1 OF 2





771 ORANGE AVENUE
CITY OF WINTER PARK
BOUNDARY SURVEY

LOCATED IN
SECTION 07, TOWNSHIP 22 SOUTH, RANGE 30 EAST
CITY OF WINTER PARK
ORANGE COUNTY, FLORIDA

GRAPHIC SCALE
1 INCH = 20 FEET

REVISIONS

NO.	DATE	BY	DESCRIPTION

PROJECT NO. 241008.07
DRAWING NO. V101
SHEET 2 OF 2

L & S
Diversified

EXHIBIT "B"

COPY OF LETTER OF INTENT TO SELL FROM SELLER

Winter Park Mercantile Investment Properties
Mr. William Weir
311 East Morse Blvd., Bldg. 2 Apt. 5
Winter Park, FL 32789

June 18th, 2024

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

Dear Randy B. Knight:

This letter of intent expresses our intent (hereinafter "**Sellers**") to sell the land described below to the City of Winter Park (hereinafter "**Buyer**") on the terms stated below and in agreement with the Letter of Intent previously signed and dated April 26th 2024:

1. Description of Land. The land that Sellers intend to sell to Buyer and Buyer intends to purchase from Sellers is described as follows:

The Property is herein defined to include the land and improvements thereon, if any, having an address of 711 Orange Avenue, Winter Park with a property description of HILLS SUB G/62 LOT 1 (LESS H/W R/W) & NE 42.5 FT OF LOT 2 (LESS SELY 8 FT FOR ST) & LOT 6 (LESS W 100.5 FT) together with Seller's right, title and interest, if any, in and to (a) all appurtenances, streets, alleys, easements, rights-of-way in or to all streets or other interests in, on, across, in front of, abutting, or adjoining the Property, (b) contracts, agreements, leases, warranties and guarantees encumbering the Property, to the extent same are transferable and (c) all of Seller's licenses, permits, authorizations and approvals issued by governmental authorities for the Property, to the extent same are transferable.

2. Purchase Price. \$3,875,000.00 in cash to Seller, payable at closing.
3. Closing Date. The Closing date will be set by Buyer in consultation with Sellers and in compliance with the previously executed Letter of Intent dated April 26th 2024.
4. Delivery of Possession. Sellers intend to vacate the Property and deliver possession to Buyer on the closing date. There are currently two tenants in the building. One is the Winter Park Playhouse and the other is on a month-to-month lease. That lease will end at the time of acquisition.

This letter is intended to indicate the Sellers willingness to sell the property to the City of Winter Park pending the award of the Tourist Development Tax grant requested by the City of Winter Park from Orange County, and in compliance with the already executed Letter of Intent between the Sellers and Buyers dated April 26th 2024.

Sincerely,


William Weir, Partner Winter Park Mercantile

FOR SENDER

6/18/24
Date

EXHIBIT “C”

COPY OF GRANT APPLICATION



The Winter Park
playhouse

Orange County Tourist Development Tax ARC Application

**Acquisition and Renovation of
711 Orange Avenue in Winter Park**

April 30, 2024

Preliminary Information

Tax Exempt? Yes

Tax Code Status: Municipal Government

Federal ID? 59-6000454

Organization: The City of Winter Park

Address: 401 S Park Ave

City: Winter Park

State: FL

Zip: 32789

Website: <https://cityofwinterpark.org/>

Authorized Agent: Randy Knight

Authorized Agent Title: City of Winter Park, City Manager

Email: rknight@cityofwinterpark.org

Contact Person Name: Heather Alexander

Contact Person Title: Executive Director

Contact Person Email: heather@winterparkplayhouse.org

Work Phone: 407-645-0145

Home Phone: 407-761-3866

Venue Website: <https://www.winterparkplayhouse.org>

Do any employees of your org work in any capacity for Orange County? No

Venue/Project Information

Venue/Project Name: Winter Park Playhouse Auditorium Acquisition and Expansion (part of The Winter Park Playhouse)

Project Summary: (9,621 of 10,000 characters)

The City of Winter Park, in partnership with The Winter Park Playhouse (WPP), respectfully requests \$8 million from the Orange County TDT Application Review Committee for the acquisition, expansion, and restoration of the current auditorium site of WPP located at 711 Orange Avenue in Winter Park.

The City of Winter Park's stated vision for the city: "Winter Park is the city of arts and culture, cherishing its traditional scale and charm while building a healthy and sustainable future for all generations." Americans for the Arts completed the national Arts & Economic Prosperity Study (AEP6) and estimated that more than 700,000 cultural tourists visit the city annually.

The zoning overlay in which this property resides within, the Orange Avenue Overlay (OAO) District, was created to incentivize re-investment into existing structures to keep the traditional scale within the OAO and create solutions for the problems that small properties and local business-owners in the OAO face. This project will help promote the long term goal of the OAO to create a special place within Winter Park that promotes an environment of arts, culture, heritage, social interaction, local business, education, and community.

WPP is a 501(c)(3), non-profit professional musical theatre that has operated at the 711 Orange Avenue location in Winter Park for 22 years. Its mission is to build community and enhance the quality of life for Central Florida residents and visitors through professional musical theatre experiences that are accessible, inclusive, uplifting and inspiring.

As the only professional theatre in Orange County dedicated to exclusively producing all musical content, WPP serves a pivotal role in Orange County's arts brand and cultural identity. The preservation and expansion of this performance jewel, located in the heart of Orange County, is worth investment from Orange County TDT funds to ensure the continued operation of WPP, which has served more than 360,000 residents and visitors in its lifetime.

Background

WPP was founded in 2002 with a 60-seat auditorium in the back of a performing arts school. It had a 4'x8' platform as a stage, no sound system and minimal lighting, but always featured artistically excellent productions and outstanding professional talent. Since its opening, the organization has expanded twice in the same location and now has a beautiful 123-seat auditorium with a 40' stage, sound and lighting systems and raised seating. Today, the current needs of the organization have continued to outgrow the space.

WPP's 22-year commitment to artistic excellence and community reach is a driving force behind the success of the organization. Since 2002, the non-profit has successfully produced 124 Mainstage Musicals, 152 cabarets, 44 special events, 7 festivals and extensive community outreach, enriching the lives of Orange County residents and tourists. Its high-quality, unique programming attracts visitors from around the world and has resulted in steady audience growth, 1,100+ annual subscribers and a \$1.9 million annual contribution to the local economy. After the expansion is complete, WPP's annual economic contribution is projected to be \$3.2 million according to the AEP Calculator for Central Florida.

On March 1, 2023, private owners informed WPP they would be selling the building. Heather Alexander, Executive Director, and Board of Directors immediately began meeting with the City of Winter Park to create a plan for acquisition of the building for long-term sustainability of the

nonprofit organization. After a review of potential sites that could accommodate the size and rent requirements of WPP, it was determined that partnering with the City of Winter Park in purchasing the building and renovating the existing facility was the best solution.

Tourism Expansion

Tourism is a significant part of WPP's contribution to the community and local economy and continues to expand each year. As a result of specific marketing efforts which target the tourist market, 23% of attendees in 2023 traveled in from outside the 7-county area and spent on dining, lodging and shopping.

With support of Orange County's TDT ARC funding, the expansion of the auditorium (from the current 123-seats to 185 seats) will increase capacity by 50% and enable 10,000+ more residents and visitors to attend the popular shows.

In the City of Winter Park's Comprehensive Plan, the city cites the importance of monitoring, supporting, and assisting arts and culture organizations by providing effective means for commerce for the public and business communities. The acquisition of 711 Orange Avenue will create a permanent home for WPP, which has a proven record of attracting tourists to the city and county.

WPP has strong hotel partnerships with Comfort Suites, Park Plaza Hotel, DoubleTree, and Spring Suites by Marriott. The organization continues to pursue additional hotel partners. Special hotel rates are offered annually and for the Florida Festival of New Musicals.

WPP currently has annual contracts in place with 26 tour operators and travel groups who bring buses into Orange County to attend shows, 23 of which travel in from outside the 7 county area. According to the latest Arts & Economic Prosperity 6 Impact Report localized for Orange County specifically, local attendees spend on average \$35.60 per person and nonlocal attendees spend \$57.30 per person for each arts and culture event attended in Orange County.

Project Soundness

The City of Winter Park has a strong history of executing quality building projects and has the staff and capacity to manage a project of this scale. Both City of Winter Park staff and WPP Board and staff have been working closely together since the announcement of the building's potential sale in March 2023.

The renovation intentions and scale have already been discussed with members of budgeting, planning, and top city management and if this project is approved for funding, and once construction designs are completed, permitting is anticipated to be a smooth process. The project would then be part of the city's established procurement and competitive bid process to ensure the efficient and responsible use of public funds.

The Winter Park Playhouse has been successfully operating at this venue for two decades and has a proven audience and support base; and with increased capacity can serve a larger audience and more visitors. WPP also has a diverse, dynamic and dedicated project team and Board who believe in the mission of the organization and commit their time, energy and talent to make sure the theatre successfully serves the community and achieves its strategic goals, including this acquisition and renovation project.

WPP Executive Director Heather Alexander, Past Board President Dr. Judith Marlowe, and Current Board President Roger Blauvelt, Lending and Title Attorney and former counsel to FDIC, have led the project team. With a record of responsible fiscal management, no debt and historically ending every year with a budget surplus, WPP is prepared to manage the financial budget of this project alongside the City of Winter Park. Please see the Attached 990s and Audit showcasing WPP's preparedness for this project.

After acquisition, the project's architectural advisement team is in place and will be supported by the city's Public Works, Building, and Management Departments. Permitting will begin as soon as acquisition is complete. Conceptual renderings and designs have been provided by principal architect Mark Adams and architectural designer Bedgid Laguerre with CPH Engineers. Lee McNeil, Senior Preconstruction Manager, and Alan Armstrong, CEO and President of Williams Construction Company have also reviewed the renovation concepts for constructability.

Once renovations are complete, WPP anticipates rent savings of \$158,360 annually, which will then be used to continue audience and tourism expansion and enhance the financial sustainability of operations.

The \$10 million budget for the auditorium renovation and expansion is based on research and evaluation of CPH Engineers and a construction estimate from Williams Company. Orange County TDT/ARC funding of \$8 million will support a \$3.875 million acquisition of 711 Orange Avenue and \$4.125 million of the funds needed to renovate, update and expand the auditorium. Currently, WPP has secured more than 50% of the remaining \$2 million needed to complete the project from private donors, capital funds and cash reserves. WPP will launch a Capital Campaign in summer 2024 and will apply for additional grant dollars to raise the additional funds needed. Please see Detailed Project Budget for more information.

Anticipated Return on Investment

WPP's 123-seat auditorium serves as a cultural cornerstone of Orange County's arts and culture scene. With a celebratory future and history of economic and social impact on the community, WPP is a pillar of the arts and tourism in Winter Park.

Attendance is consistently between 95%-100% capacity and with significant demand for WPP's unique professional programming, attendance is expected to steadily increase. According to AEP6 Calculator specifically for Central Florida, WPP's current economic impact is \$1.9 million

but with increased audience capacity of 10,000+, annual revenue will increase resulting in an economic impact of \$3.2 million by 2030. The economic impact will continue to increase annually.

WPP currently employs 8 Full-time staff, 4 Part-time staff and nearly 200 Florida-based contract employees who all contribute to the local economy. The renovation project is estimated to employ 150-200 local workers through construction jobs and enable WPP to add at least 3 Full-Time and 6 Part-Time jobs to staff once complete.

Venue/Project Location: District #5

Facility Ownership: Privately-owned - Will be purchased by the City of Winter Park

Land Ownership: Privately-owned - Will be purchased by the City of Winter Park

Approved Land Use? Yes

Total Lease Term: At least 50 years

Total Lease Term Remaining: August 2025. 50+ year lease between WPP and City will begin upon building acquisition.

Status of Site Work - What is the status of site work required? (482 of 10,000 characters)

At the April 10, 2024 City of Winter Park Commission meeting, City Manager Randy Knight announced the plan to acquire the 711 Orange Avenue building contingent upon TDT/ARC grant funding.

A letter of intent to sell/purchase contingent upon TDT/ARC funding has been signed by the private owners and the City of Winter Park. Conceptual plans are complete. Please see Renderings and Site Designs for more renovation information.

Real Estate Lawyer - Are you consulting a real estate lawyer? Yes

Purpose: Acquire, Enlarge, Remodel, Improve

Age of Building: 78 (Built in 1946)

Special Approvals: (691 of 10,000 characters)

Bids for the final project architect and construction company will go through the formal solicitation process and receive permit and design approvals from the City of Winter Park. A portion of the project funding will go toward the City of Winter Park acquiring the building and granting WPP with a 50-year lease agreement.

Land use has been reviewed by city staff and the renovation concept plans are in compliance with code meet the intent of the Orange Avenue Overlay District in which the site resides. WPP and City staff will continue to coordinate throughout the process. Please see the Support Documents including the Letter of Intent to Sell contingent on receiving Orange County TDT/ARC Funds.

Third Party Contingencies: (39 of 10,000 characters)

There are no third-party contingencies.

Professional Team: (6840 of 10,000 characters)

Randy Knight - City of Winter Park Manager

Appointed by the City Commission, the City Manager is the chief administrative officer of the City of Winter Park. He is responsible for carrying out the policy decisions of the City Commission and for the day-to-day operations of the city and its over \$200 million annual operating budget. Randy Knight is a graduate of Florida Southern College where he earned a Bachelor of Science degree in Accounting. He is a Certified Public Accountant (CPA) in the State of Florida. After college, Randy worked for a CPA firm where he specialized in governmental audits and consulting. Prior to becoming the City Manager for Winter Park in 2007, Randy served as Winter Park's Assistant City Manager for 13 years; Winter Park's Finance Director for three years; and Lake Mary's Finance Director for two years.

Heather Alexander - The Winter Park Playhouse Executive Director

Heather Alexander received a BBA in Management from the University of North Florida and has been with The Winter Park Playhouse since its inception in 2002. She has been a member of Actors' Equity Association, the professional union of actors and stage managers, since 1992. She has worked in management, sales and entertainment for 32 years. Heather has appeared in numerous stage productions and cabarets and has a variety of commercial, industrial and television credits. She is a co-founder of The Winter Park Playhouse and The Florida Festival of New Musicals.

Mark Adams - Principal Architect

Mark Adams AIA is a licensed architect with over three decades of professional experience in themed entertainment and commercial development. His earliest foray into themed entertainment was as a model-maker for the original Amazing Adventures of Spider-Man ride at Universal's Islands of Adventure and since then he has contributed to countless themed entertainment projects in Orlando, Los Angeles, Osaka, Shanghai, Singapore, and Beijing. In 2005 he began developing his knowledge of commercial projects and has since lent his expertise to the construction of millions of square feet through-out central Florida. In 2009 he founded ELEVEN18 Architecture with two partners and grew the company from a fledgling enterprise to a forty-person business providing services across the eastern seaboard. ELEVEN18 Architecture supported a wide range of project types including concept, design development, and architectural services for theme parks around the world. In 2023 he and his partners negotiated the acquisition of ELEVEN18 Architecture by CPH Architecture and Engineering where he today serves as Director of the Themed Entertainment Studio.

Mark prides himself on his in-depth technical knowledge of site and building development and his ability to develop practical and appealing solutions for complex design problems. Applying this skill set while navigating the technical, legal, and idiosyncratic conditions of project development has made him an essential and sought after member of many project teams.

Bedgid Laguerre - Architectural Designer

Bedgid Laguerre is a senior architectural designer with a profound understanding of the human condition and its connection to architecture. Laguerre has overseen the development and documentation, collaborating with industries like Tesla and Universal. With expertise in software like BIM REVIT and Rhinoceros 3D, Laguerre has contributed to over 15 projects at CPH Engineering, ensuring timely delivery and coordination.

Lee McNeil - Senior Preconstruction Manager of William Construction Company

Lee McNeil has more than 38 years of experience in the construction industry, including industrial, commercial, theme, hotel and retail projects. He received his bachelor's degree in building construction from the University of Florida and an MBA from the Crummer Graduate School of Business at Rollins College. Lee began his career in the field doing building layout and soon progressed into the role of senior preconstruction manager for several large national and local firms. Lee has managed the preconstruction for a multitude of different project types and buildings. Some of his more notable projects include: Sysco Nashville, SYGMA Network distribution facility Orlando, Super Target SoDO Orlando and the Setai Hotel and Condominium, Miami Beach. Lee joined Williams Company in 2004 and is past president of the Professional Construction Estimator's Association Orlando chapter and NAIOP Central Florida chapter.

Roger Blauvelt - Current Board President and Lending and Title Attorney

Roger Blauvelt has served on the Board of The Winter Park Playhouse since 2016 and been acting Board President since 2019. He has worked in Title Insurance since the early 1970s and is overseeing and aiding the acquisition and renovation project for WPP.

Dr. Judith Marlowe - Past President of The Winter Park Playhouse

Dr. Marlowe has served continuously on The Winter Park Playhouse Board of Directors since 2003, as President (2009-2019), and currently as Past-President (2019-). During her professional Audiology practice in Winter Park, she designed and established the first US hospital program to screen every newborn for hearing which was recognized by winning the 1984 inaugural Walt Disney World "Spirit of Epcot" award. She has co-founded an

international and two Florida non-profit organizations serving as an executive in each and has broad volunteer experience on national and international Boards in her field as well as 24 years in medical device corporate leadership with worldwide responsibilities.

Known internationally for her publications, presentations, and innovative program development, she has appeared in eight Who's Who publications. The University of Cincinnati has recognized her achievements with multiple Distinguished Alumni awards at the department, college, and university levels in addition to her decade of service on the university's College of Allied Health Sciences Leadership Council. Thomas More University has presented her both the Alumni Professional Achievement Award and its highest honor, the St. Thomas More Medallion, recognizing scholarship, service, and integrity. Having held past faculty appointments as Adjunct Professor in Thomas More's James Graham Brown Honors Program and in the Masters of Ethical Leadership program, she is currently in her tenth year of service on the University Board of Trustees and her fifth as its Chair.

Past experience in dance, acting, and teaching drama inspired her vigorous support of the arts in Central Florida on the Florida Symphony Associate Board, where she was Co-chair of the Symphony Ball in 1984 and Chair in 1985. Local civic activities include serving as Communications Advisor to Winter Park Mayor Terry Hotard during his term in office in addition to her commitment to church and community charitable events.

Gordon Blitch - Board Member of The Winter Park Playhouse

Mr. Blitch, a Florida native, earned a BS in business and finance from the University of Florida and his MBA from the Wharton Graduate School at the University of Pennsylvania. He served in the U.S. Army as Second Division Artillery Communications Officer and Headquarters Battery Executive Officer.

His professional and community service reflects experience in a broad range of disciplines and his enthusiasm for relationships that create positive results and enhanced quality of life. Initially pre-opening Manager of Cash Control at Walt Disney World, he then was named Assistant Treasurer of National Standard Life Insurance Company of Orlando, attended Rollins College to prepare successfully for his Certified Public Accounting designation and established his own public accounting partnership, which for eighteen years specialized in business and personal financial planning for Central Florida medical and retail clients. Following the sale of his practice to his partner, he joined the City of Winter Park as Project Manager and Communications Specialist for the Public Works department during the three-year Park Avenue Improvement Project, as well as additional community projects until becoming the City's Assistant Director for Economic and Cultural Development until 2004.

His lengthy community service record reflects a deep dedication to the future of Winter Park and has been recognized locally with appreciation awards. In addition to membership in the Rotary Club of Winter Park, his volunteer activities include: City of Winter Park Pedestrian & Bicycling Board member, President of the Park Avenue Merchants' Association, Chair of the Winter Park Autumn Art Festival, Chair and Treasurer of Keep

Winter Park Beautiful, Mead Garden Preservation Association Trustee, College Quarter Historic Neighborhood Association Board treasurer, board member for Pinocchio's Marionette Theater, Albin Polasek Museum and Sculpture Gardens, and the Winter Park Chamber of Commerce. His work as treasurer for Orange County Healthy Start and the Central Florida Kidney Foundation Board continued his efforts to support the wellbeing of the community.

An early supporter of The Winter Park Playhouse, he was elected to the Board of Directors of the Winter Park Playhouse in 2003 and has served multiple terms as Secretary or Treasurer over the past two decades.

George Fender - Treasurer and Financial Oversight

George Fender is the Founder and Partner of Grennan Fender, focusing on accounting, tax, audit, technology, payroll, and staffing. He currently serves on the Board of Directors for The Winter Park Playhouse.

Patrick Brandt - Real Estate Lawyer at De Beaubien Simmons and Knight Law

Patrick Brandt is an Associate Attorney specializing in Real Estate, Landlord/Tenant, Property Damage, and Foreclosures. Raised near Cedar Falls, Iowa, he received his Bachelor of Business Administration from Iowa State University and his Juris Doctor from Florida A&M. He is admitted to practice before all Florida state courts, the Federal Middle District, and the Supreme Court of the United States.

Feasibility Study: No

Required Permitting (192 of 10,000 characters)

No permitting has been done to date. City of Winter Park staff has reviewed conceptual plans and renderings and will process appropriate permits as part of the design and construction process.

Construction Timeline and Milestones (3276 of 10,000 characters)

March 3, 2023 - The Winter Park Playhouse learns the private owners are putting 711 Orange Avenue on the market for sale.

March 8, 2023 - Heather Alexander (WPP Executive Director) speaks at the City of Winter Park Commission Meeting to inform them of the owners' decision to sell the building. Asks to pursue a non-profit/City partnership to secure a permanent home for the theatre.

March - May, 2023 - Heather Alexander and Board members attend City Commission Meetings and have numerous discussions with City staff, Mayor and Commissioners about possible solutions.

May 2023 - City of Winter Park Mayor and Commissioners agree to move forward with acquisition and renovation of 711 Orange Avenue with the approval of Orange County funds.

June 2023 - Heather Alexander requests a one-year lease extension from owners of 711 Orange Avenue (to August 2025) while funding for building purchase is secured. Owners agree.

October 8, 2023 - Mark Adams, Principal Architect at CPH Corp, and Heather Alexander meet to walk through the building and begin discussions for plans for renovation of WPP.

January 10, 2024 - Mark Adams provides first draft of WPP floor plan renovation concept designs.

January 26, 2024 - Heather Alexander has a meeting with the City of Winter Park Office of Management & Budget Director and Planning Director to clarify FAR requirements, ceiling height allowances, expansion allowances, and additional needs of building renovation and code compliance requirements.

February 2024 - WPP secured lease agreement with private owners for one additional year of lease for 711 Orange Avenue.

February 8, 2024 - WPP finalizes agreement for professional services with CPH Engineers to provide conceptual floor plans and illustrations for the renovation of WPP.

February 16, 2024 - Williams Construction begins research on construction budget estimate summary for WPP renovation.

March 15, 2024 - Mark Adams provides second draft of WPP floor plan renovation and exterior rendering concept designs.

April 8, 2024 - City staff and Heather Alexander met to discuss finalization of plans and TDT grant process requirements and next steps. Randy reached out to owners to negotiate a Letter of Intent to Sell for 711 Orange Avenue.

April 9, 2024 - Lee McNeal with Williams Construction and Mark Adams do complete walk through of 711 Orange Avenue and discuss renovation options.

April 10, 2024 - Mark Adams provides third draft of WPP floor plan renovation and exterior rendering concept designs.

April 22, 2024 - Mark Adams provides final draft of WPP floor plan renovation and exterior rendering concept designs.

October 2024 - ARC grant decisions made.

November - December 2024 - Orange County TDT Funding allocated.

December 2024 - January 2025 - Acquisition of 711 Orange Avenue by City of Winter Park.

January 2025 - City of Winter Park issues public solicitation for construction.

February - March 2025 - City of Winter Park reviews bids and finalizes selection of Architect, Engineer and Construction team.

March - April 2025 - Final renderings and construction plans completed.

May - June 2025 - City of Winter Park and WPP secure permitting and approvals.

July 2025 - Renovation begins.

December 2025 - January 2026 - Projected Renovation Completion.

January 2026 - Projected Grand Opening.

Operating Proforma - Attachment

Project Start Date: October 1, 2024

Project Completion Date: May 1, 2026

Hotel Tax Exempt Patrons - N/A

Primary Tenant Information

Winter Park Playhouse will be the primary tenant of 711 Orange Avenue providing year-round programming including the Mainstage Musical Series, Florida Festival of New Musicals, Spotlight Cabaret Series, Special Events Series and community outreach for underserved youth and senior adults.

- a. **Name of Tenant:** The Winter Park Playhouse
- b. **Contact Information Website:** Heather Alexander, heather@winterparkplayhouse.org, <https://www.winterparkplayhouse.org>
- c. **Number of Annual Events:** 204 in-house, 52 out in community
- d. **Projected Avg. Event Attendance:** 158
- e. **Projected Room Nights Per Primary group event:** 1,856 Total (9 per event)
 1. WPP delivers surveys to attendees throughout the year. Sales, attendance and demographic data is collected per performance through the online ticketing system and additional audience demographic data is collected by distributing surveys. Projected event attendance and hotel room night estimates are based on past survey results, ticketing system data and in-person data collection and are taking into account the increased seating capacity of the renovated auditorium.
 2. With a potential increase of 10,000 attendees per year, annual in-house attendance will be 32,290. Assuming visitor attendance is 23% as showcased in current surveys, 7,426 people will be traveling in from out of the area and we project at least 25% will stay in a hotel (1,856 room nights annually).

Secondary Tenant? N/A

Major Event #1:

- a. Name of Tenant: The Winter Park Playhouse Mainstage Series
- b. Contact Information Website: <https://www.winterparkplayhouse.org>
- c. Number of Annual Events: 162
- d. Projected Avg. Event Attendance: 175
- e. Projected Room Nights Per Primary group event: 1,630 (10 Per Event)
 - 1. WPP delivers surveys to attendees throughout the year. Sales, attendance and demographic data is collected per performance through the online ticketing system and additional audience demographic data is collected by distributing surveys. Projected event attendance and hotel room night estimates are based on past survey results, ticketing system data and in-person data collection and are taking into account the increased seating capacity of the renovated auditorium.
 - 2. With a potential increase of 10,000 attendees per year, annual in-house attendance will be 32,290. Assuming visitor attendance is 23% as showcased in current surveys, 7,426 people will be traveling in from out of the area and we project at least 25% will stay in a hotel (1,856 room nights annually).

Major Event #2:

- a. Name of Tenant: The Winter Park Playhouse Florida Festival of New Musicals
- b. Contact Information Website: <https://www.winterparkplayhouse.org>
- c. Number of Annual Events: 18
- d. Projected Avg. Event Attendance: 100
- e. Projected Room Nights Per Primary group event: 103 Total (5 Per Event)
 - i. WPP delivers surveys to attendees throughout the year. Sales, attendance and demographic data is collected per performance through the online ticketing system and additional audience demographic data is collected by distributing surveys. Projected event attendance and hotel room night estimates are based on past survey results, ticketing system data and in-person data collection and are taking into account the increased seating capacity of the renovated auditorium.
 - ii. With a potential increase of 10,000 attendees per year, annual in-house attendance will be 32,290. Assuming visitor attendance is 23% as showcased in current surveys, 7,426 people will be traveling in from out of the area and we project at least 25% will stay in a hotel (1,856 room nights annually).

Target Audiences: (1413 of 10,000 characters)

WPP's year-round programming serves a broad and diverse patronage in-house and out in the community. The organization currently serves 22,073 adults in-house and 8-10,000

youth and seniors in underserved communities through community outreach programming. Nearly 60% of audience members are senior adults 60 and older. The musical experiences are especially impactful for the mental and physical health of the senior adult population, both living in Orange County and traveling to Orange County for these opportunities. For these seniors, engaging in uplifting theatre experiences provides a much-needed sense of belonging and an opportunity to socialize, laugh, reminisce and find joy.

WPP is located in Winter Park with a population of 30,523 but serves visitors from outside the region, state and country. In 2023, 23% of audiences traveled into Orange County from outside the 7-county region, spending on hotels, dining, shopping and other services.

The expansion of The Winter Park Playhouse will increase audience capacity by 50% in the auditorium (more than 60 seats), significantly increasing its economic impact on Orange County. The expansion and renovation of the venue provides more opportunities to host traveling convention events and visiting groups. WPP will market these services with Visit Orlando, Visit Florida, United Arts of Central Florida and Orange County's Cultural Tourism avenues.

Hotel Room Night Rebates - Do contracts include hotel room night rebates? No

Projected Room Nights: 1,856

Guaranteed Room Nights: 0

Hosting Third Party Events (301 of 10,000 characters)

The renovation/expansion of WPP will add seats to the auditorium, more restrooms and a larger bar which will accommodate more off-site convention events and visiting groups. A new separate performance space for cabarets will be a flexible space that can be used as additional meeting and event space.

Expected Event Attendee

Origin (Local): 74%

In-State: 23%

Out of State: 3%

Methodology Attendance and Room Night (773 of 10,000 characters)

WPP delivers surveys to attendees throughout the year. Sales, attendance and demographic data is collected per performance through the online ticketing system and additional audience demographic data is collected by distributing surveys. Projected event attendance and hotel room night estimates are based on past survey results, ticketing system data and

in-person data collection and are taking into account the increased seating capacity of the renovated auditorium.

With a potential increase of 10,000 attendees per year, annual in-house attendance will be 32,290. Assuming visitor attendance is 23% as showcased in current surveys, 7,426 people will be traveling in from out of the area and we project at least 25% will stay in a hotel (1,856 room nights annually).

Construction Phase - Construction Jobs Created FT 80

Construction Phase - Construction Jobs Created PT 20

Operating Phase - Operating Jobs Created FT: 3

Operating Phase - Operating Jobs Created PT: 6

Supporting Development - How will this project drive or support development in the surrounding area, including attracting new businesses and/or supporting recruitment efforts of the surrounding business community? (3065 of 10,000 characters)

WPP is an economic driver in the community. The organization buys goods and services from local businesses, employs staff and artists and attracts 20,000+ patrons who spend on dining, lodging and shopping, which will positively impact the economy. According to the Americans for the Arts Economic Prosperity Calculator for the Central Florida region, the impact is projected to be more than \$2.4 million in 2026 and grow to \$3.2 million in 2030.

WPP is in a prominently strategic location with the potential for catalyzing the development/activation of larger parcels on the south, middle, and north end of the corridor. This includes the current development of the new Seven Oaks Park by the City of Winter Park, the in-development three-story 30,000 office property by McCraney-WPO, LLC, and the consolidation of almost three acres of property on the south end by Winter Park Station, LLC.

The Orange Avenue Overlay (OAO) District described earlier in this application, was created to incentivize re-investment into existing structures and create solutions for the problems that small properties and local business-owners in the OAO face. This partnership between the City of Winter Park and WPP serves as an example of promoting the long term goal of highlighting the arts and local businesses in Orange County.

As noted prior, WPP is a local, regional, and statewide attractor. With its most regional trade area of about twenty miles, WPP plays its portion of supporting the hotel industry. Of that area, approximately 657 hotels, over 60,000 jobs and \$11 billion in total sales can be identified.

WPP has consistently employed outstanding professional artists, musicians, designers, directors and technicians for the year-round programming. It is proudly affiliated with Actors' Equity Association, the national union for actors and stage managers, which enables the theatre to hire the best professional talent.

Local and non-local partnerships support the development of Winter Park. These partnerships include:

COMMUNITY PARTNERS: Partner with the City of Winter Park, Orange and Seminole County Public Schools, Welbourne Avenue & Winter Park day nurseries, community centers, and numerous senior living facilities. The organizations provide space and support staff and WPP provides free musical theatre programming throughout the year.

CULTURAL PARTNERS: Collaborate with other cultural organizations to present special programming including Opera Orlando and Barbara Chandler Productions. Also work together with numerous cultural organizations to trade ad space, display promo materials in the lobby and share resources like costumes, sets and props.

RESTAURANT/MERCHANT PARTNERS: Partner with numerous local merchants and restaurants to offer ongoing “show a ticket and save” promotions to the patronage. In return, partners display posters and postcards in their establishments.

HOTEL PARTNERS: Partner with local hotels including Park Plaza Gardens, Comfort Suites Orlando and Doubletree Downtown to offer travel packages and discount rates to patrons.

TDT Funding Request Amount - \$8 million

Funding timeline (321 of 10,000 characters)

November 2024 - January 2025 - \$3.875 million for building acquisition

2025 - \$2.125 million for renovation and expansion

2026 - \$2 million for renovation and expansion

January 2026 - Grand opening

The City of Winter Park will front all funding needs if construction draws and project costs do not align with timing of reimbursement.

Multi-phase project? No

Total Project Amount: \$10 million

Use of Funds - Breakdown (4464 of 10,000 characters)

The building located at 711 Orange Avenue in Winter Park is currently privately owned. Included in this application is a Letter of Intent to Sell contingent on City of Winter Park

receiving TDT/ARC funding. \$3.875 million of the \$8 million requested from Orange County's TDT/ARC funding will be used toward the City of Winter Park's acquisition of the building from the private owners.

The current building has a 123-seat auditorium, a small lobby that only has seating for 50% of attendees prior to performances, a boutique bar with room for one bartender, small restrooms (three toilets in one and one toilet and two urinals in the other), extremely small backstage space with room for no more than eight artists and no designated cabaret/event space.

The remaining \$4.125 million provided by TDT/ARC funding and \$2 million raised by WPP will be spent on renovating/ expanding the auditorium, lobby, restrooms, concessions and support spaces to increase capacity and the organization's ability to serve more visitors. Please see the attached Project Budget which reflects the Williams Company estimate (also attached) for more detailed information.

Funds will be spent on:

- Expanding the public auditorium to increase capacity 50% from 123-seats to 185 seats;
- Installing new theatre seats and add additional ADA seating;
- Upgrading lighting and audio equipment;
- Incorporating ADA features throughout facility;
- Expanding restroom facilities to at least double the current size of three toilets in women's and two urinals and one toilet in men's;
- Expanding and improving lobby with more tables and chairs for patrons' comfort;
- Creating new designated cabaret performance space which will double as a meeting/event space;
- Expanding and improving bar/concession area to allow for two bartenders and better service;
- Adding new box office with a reception counter to allow for two staff members to assist patrons;
- Expanding and improving backstage support space (dressing rooms, rehearsal hall, costume room) to accommodate more artists;
- Expanding administrative support spaces to increase staff size.

The entrance, lobby and auditorium will be equipped with ADA compliant ramps, restrooms, water fountains and dedicated wheelchair seating. The renovation will add several more ADA wheelchair spots in the back and front of the auditorium.

The building's open design will allow safe access to all areas. Signage with accessibility images and Braille characters will be on all restroom doors to assist the visually impaired. The box office window will remain positioned at a level easily accessed by patrons utilizing a wheelchair.

The sound amplification system will be upgraded to include assisted listening devices to better serve hearing impaired patrons. Audio Description performances will be added to enable low vision and blind audience members to enjoy and experience live musical performances equally. A trained Audio Descriptor sits at the back of the auditorium with a view of the stage and conducts the description live to patrons through an earpiece.

The renovation will increase the efficiency and environmental sustainability of the building. Sustainable site development will involve the reuse of existing buildings to minimize environmental impact as opposed to building on a previously undeveloped green space. Material selection will review rapidly renewable materials such as bamboo flooring at the stage or acoustical ceiling and resilient flooring made from recycled materials. Indoor environmental quality will be improved with low VOC paint and flooring adhesive that do not emit toxic gases.

Water conservation will be prioritized with low flow plumbing fixtures and waterless urinals, and harvesting rainwater for landscape irrigation. A/C units that don't meet current energy standards will be replaced. New insulation throughout the facility will improve energy efficiency and increase environmental sustainability. The electrical system and light fixtures in the auditorium and throughout the building will be replaced with energy efficient LED lighting. The existing south facing building façade is uninsulated glass. The new façade will be insulated to modern standards and as required by code and the glazing will be insulated and resistant to UV rays. This will reduce the cooling load and electrical consumption of the building.

WPP and City of Winter Park will work closely with Visit Orlando, Orange County Arts & Culture Office and United Arts of Central Florida for marketing and promotion opportunities. Please see Venue Marketing and Advertising Plan for more details.

Government Funding Support - List ALL other actual or potential city/county/state/federal funding sources for this project (10,000 characters)

Orange County TDT Funding - \$8 million - Pending

State of Florida Cultural Facilities Funding - \$500,000 - Pending

Orange County Cultural Facilities - \$407,064 - Pending

Non-Governmental Funding Support - List ALL other actual or potential city/county/state/federal funding sources for this project (10,000 characters)

Melissa Mishoe - \$250,000

Roger and Jean Blauvelt - \$125,000

Frank Santos - \$100,000

Dr. Judith Marlowe and Gordon Blich - \$100,000

Ellen Guenette - \$50,000

Sheri Denberg - \$50,000

George Fender - \$15,000

WPP Cash Reserves - \$400,000

Capital Funds - Theatre Seat Campaign - \$43,250

Additional Funding Sources - (196 of 10,000 characters)

WPP will launch a Capital Campaign in summer 2024 and has a significant list of individual donors who will be contacted and likely pledge Capital support. WPP will also seek additional funding from community partners such as Edyth Bush Foundation, Dr. Phillips Charities, Elizabeth Morse Genius Foundation for additional facility support.

Past Florida TDT Funding - N/A

The City of Winter Park received \$6 million to complete the Library and Event Center Campus located in MLK Park.

Venue Marketing and Advertising Plans (5,663 of 10,000 characters)

What are your marketing and advertising plans? Will you partner for promotion with Visit Orlando or another local agency or group?

“AAA trips to The Winter Park Playhouse from our area are always worth the drive. We package a meal in Winter Park with the theatre and it’s a sure hit with our members.” Deborah Clark, AAA The Villages (2022)

Tourism is a significant part of WPP’s contribution to the community and local economy. In 2023, 23% of attendees traveled to WPP from outside the 7-county area due to targeted advertising. These audience members spend more on dining, lodging and shopping. Currently, WPP has annual contracts in place with 26 tour operators and travel groups, 23 of which operate outside of the 7-county area, who bring nearly 4,000 visitors on buses into Orange County to attend shows.

The City of Winter Park highlights and uplifts the arts and culture organizations in the city through their marketing and advertising avenues. Orange County’s TDT/ARC investment in the new WPP auditorium will be marketed through the city’s Events Calendar, Arts & Culture Brochure, and electronic newsletter. Winter Park’s Arts & Culture Alliance also has their own newsletter to market the venue and renovation.

Winter Park Magazine, Orlando Sentinel, City Lifestyle, the 32789, Bungalower, and Park Ave Magazine are close partners for publicizing and marketing City of Winter park updates and events.

WPP is regularly recognized for its quality work and received many accolades over the past few years including:

2022: “Best Performing Arts Group” by Orlando Magazine and “Best Musical, Best Director & Best Featured Actor in a Musical” by the Orlando Sentinel.

2021: “Best Professional Musical Theatre Company in Florida” by the prestigious LUX Magazine Travel & Tourism Awards. Lux is an international premium lifestyle publication registered in England/Wales and distributed to a circulation of 238,000 globally, the magazine attracts 2.2 million page views annually. “Best Choreography, Best Leading Actress in a Musical, Best Featured Actor in a Musical and Best Featured Actress in a Musical” by the Orlando Sentinel.

2020: “Best Performing Arts Group” in 2020 by Winter Park Magazine. WPP has a well-organized, targeted marketing plan that includes a strong emphasis on attracting the visitor market through effective radio, television, print, digital, social media and direct group sales. International, national and regional promotions include overnight and day trip packages all strategically positioned to attract a greater number of visitors.

WPP has a well-organized, targeted marketing plan that includes a strong emphasis on attracting the visitor market through effective radio, television, print, digital, social media and direct group sales. International, national and regional promotions include overnight and day trip packages all strategically positioned to attract a greater number of visitors.

WPP fully participates in Visit Orlando, Visit Florida & United Arts of Central Florida Arts & Culture Calendar marketing opportunities to target the tourist market. WPP annual marketing and public relations plan includes:

RADIO

WMFE 90.7, WMFV 89.5, Sunny 105.9, and Mix 105.1, and WUFT 89.9: Ongoing campaigns in Central and North Florida markets reaching 500,000+ listeners during drive times and 7-11 pm programs.

SUNNY FM 105.9 and MIX 105.1: Ongoing campaigns in Central and North Florida markets reaching more than 1.7 million listeners.

TELEVISION

SPECTRUM: Ongoing 30-second commercial campaign on 38 cable channels reaching diverse audiences throughout the region. 4,100 30-second commercials reaching an estimated 496,328 viewers. Commercials will run on stations targeting BIPOC and Hispanic communities.

CENTRAL FLORIDA NEWS 13: Quarterly interviews and coverage of shows and events.

PRINT/MIXED MEDIA

TRAVELHOST GUEST BOOK: Annual ad with editorial reaching 4.5 million readers annually, distributed in over 24,860 hotel rooms.

VISIT ORLANDO: Annual listing in "Official Visitor's Guide" reaching 800,000 in print and 2,566,000 digital impressions online and annual ad in "Meeting Planner's Guide." Editorial coverage in Orlando Arts Magazine. Also participate in "Magic Card" and "Journalist Passport" programs.

VISIT FLORIDA: Annual print and online listing in State of Florida guide reach 10 million residents and visitors.

ROSEN REVEAL MAGAZINE: 18-month ad in all Central Florida Rosen hotel properties.

OUT OF STATE ADS: Ongoing ads in out-of-state, professional theatre Playbills and festival programs throughout the country.

REGIONAL ADS: Ongoing ads and/or editorial coverage in Watermark (LGBTQ), Midtown Press (BIPOC), The Orlando Times (BIPOC), Orlando Arts Magazine, Orlando Magazine, Orlando Sentinel, Winter Park Magazine, Baldwin Park Living, Park Press and Winter Park Relocation Guides.

SOCIAL MEDIA/INTERNET

FACEBOOK/ TWITTER/YOUTUBE: Daily posts and tweets featuring trivia and show info to promote events. Combined reach of 529,869 views and followers.

CONSTANT CONTACT: Twice monthly E-Newsletters featuring upcoming event information sent to residents, visitors and over 10,500 patrons worldwide.

WEB/ INTERNET: Weekly updates on the winterparkplayhouse.org website to consistently engage and attract online traffic. Ongoing postings on local and national websites to attract new patrons.

PROMOTIONS/PUBLIC RELATIONS: GROUP SALES: Ongoing promotion of programming to tour operators and group leaders in and out of the state. Materials are distributed to local businesses, retirement communities, social and civic groups, churches and educational institutions to attract a new audience.

TRADE SHOWS: Quarterly participation in group travel and tour operator trade shows to promote programs to new audiences outside the 50-mile radius.

CHAMBERS OF COMMERCE: Ongoing promotion to diverse communities through annual membership in African-American, Hispanic, Eatonville, Asian-American, Maitland and Winter Park chambers.

AAA: Ongoing collaboration with regional AAA offices to bring visiting buses in.

PROMOTIONAL MATERIALS: Annual Series brochures sent to mailing list of 15,000; Brochures, posters and postcards to Visit Orlando, AAA, The Villages, tour operators, group leaders, Chambers of Commerce, hotel concierge, restaurants, cultural venues and merchants.

PRESS RELEASES/EDITORIAL COVERAGE: Ongoing solicitation of coverage in local, state and national media outlets including Southern Living, Visit Florida, Visit Orlando, In-flight airline magazines, AAA Going Places, Broadway World, Playbill and Tour Operator destination guides.

HOTEL /RESTAURANT PARTNERSHIPS: Ongoing cross collaborations with local hotels and restaurants to offer special discounts for patrons.

The existing and growing marketing relationships make the City of Winter Park and WPP strong candidates for TDT/ARC funding. WPP will continue to track and report the economic and tourism impact of the auditorium through the renovation and expansion of the project.

Security Plans - Please describe security plans after the facility opens (including anticipated cost) as it relates to the need for private security or public/ law enforcement availability. (111 of 10,000 characters)

The Winter Park Playhouse will not hire private security for the facility. A security system will be installed.

Annual Economic Impact for Orange County - \$3,200,000

Total Income - Tourist Development Tax funding Budget Recap

Project Funding Narrative - Describe the project funding contingency, available financial reserves, and insurance protections. (1,595 of 10,000 characters)

The City of Winter Park and WPP are committed to securing funding for the acquisition and subsequent renovation of 711 Orange Avenue to continue WPP's long standing service to the community from this Winter Park location. However, due to the time sensitivity of the sale of the building, if TDT/ARC funding is not allocated WPP will likely have to move from their 22-year home or cease operations entirely if another location cannot be secured.

At the time of this application, WPP has begun the silent phase of the Capital Campaign and has secured more than 50% of the \$2 million. WPP is confident that the remainder will be secured once the Capital Campaign officially kicks off in summer 2024. WPP will also apply for a Cultural

Facilities grant from the State of Florida Arts & Culture Office and an Orange County Arts & Culture Cultural Facilities grant to support the renovation.

WPP has the ability to maintain the building as it has been paying rent, utilities, and annual maintenance for more than 22 years. WPP has a significant reserve of more than \$500,000 and will no longer have a \$12,780/month lease payment which will help pay for building maintenance. When larger items such as roof and HVAC replacement are needed, WPP will apply for grant funds.

City of Winter Park and WPP understand the required insurance protection needs for this project and are committed to remaining within good standing. Williams Construction Company includes additional insurances, including Builders Risk insurance, into the total cost of the project. This facility will also fall under the city's insurance policies and protections and WPP will maintain all required insurance policies. Please see Project Budget and Operating Pro Forma for the next five years of project operation.

Certifications

Randy Knight Signature

EXHIBIT “D”

**FORM OF COST REQUISITION
CITY OF WINTER PARK
WINTER PARK PLAYHOUSE**

Date: _____

TO: Orange County Administrator
Orange County Comptroller

The City of Winter Park hereby requests, pursuant to the Agreement between Orange County, Florida and The City of Winter Park, Florida regarding the acquisition, enlargement, remodeling, and improvement of the Winter Park Playhouse dated _____, 2025 (the “Agreement”), disbursement of the following amounts:

Name of Vendor	Nature of Disbursement	Vendor Invoice No.	Amount
----------------	------------------------	--------------------	--------

The undersigned does hereby certify to the County that as of the date hereof: 1) there is no existing breach of the Agreement; 2) the above listed items are properly included as authorized enlargement, remodeling, or improvement costs of the Playhouse as set forth in the Agreement; 3) attached hereto are invoices for the costs requested hereby 4) all work being performed is in accordance with any applicable land use restriction agreements, covenants, restrictions, codes or ordinances affecting the site of the Playhouse; 6) the work for which payment is being requested above has been performed and there has been no previous request and disbursement from TDT Revenues for payment of the work.

By: _____
City of Winter Park, Authorized Representative

EXHIBIT “E”

FORM OF DECLARATION OF RESTRICTIVE COVENANTS

(On following pages)

Prepared by:

Parcel Identification No.: _____

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (this “Declaration”) is made this ____ day of _____, 20____, by CITY OF WINTER PARK, FLORIDA, a Florida municipal corporation (“City”), whose address is 401 South Park Avenue, Winter Park, Florida 32789, to and for the benefit of ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“County”), whose address is c/o Orange County Administrator, 201 S. Rosalind Avenue, 5th Floor, Orlando, Florida 32801.

W I T N E S S E T H:

WHEREAS, on even date herewith, City has purchased and acquired title to certain real property situate, lying and being in Orange County, Florida described on Exhibit “A” attached hereto and made a part hereof (the “Property”); and

WHEREAS, pursuant to that certain Agreement between Orange County, Florida and City of Winter Park regarding tourist development tax funding for The Winter Park Playhouse, dated as of the ____ day of _____, 2025 (the “Funding Agreement”), City has agreed to impose upon the Property, immediately upon taking title thereto, the covenants and restrictions herein set forth, for the benefit of and enforcement by County.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained in the Funding Agreement, City agrees and declares that the following covenants, conditions, restrictions, and agreements (collectively, the “Restrictive Covenants”) shall encumber and burden the Property:

1. Beginning upon the recording hereof and continuing for a period of twenty-five (25) years thereafter, the Property shall be used solely for an auditorium and associated amenities, improvements, structures, and infrastructure, including, without limitation, parking areas, driveways, hardscape, landscape, irrigation, lighting, open space, and event space, which shall be operated by an organization exempt from federal taxation pursuant to 26 U.S.C. s. 501(c)(3) (“Non-Profit Entity”), and open to the public, in compliance with all applicable laws and section 125.0104(5)(a)1.b., Florida Statutes (2024) (collectively, the “Playhouse”), unless the prior written consent of County is obtained for other uses, which consent may be withheld or conditioned in County’s sole and absolute discretion. For the avoidance of doubt, the Property may be used in accordance with that certain “Winter Park Playhouse Lease and Operation Agreement” of even date herewith between City, as lessor, and The Winter Park Playhouse, Inc., a Florida not-for-profit corporation (“WPP”), as

lessee, (the “Approved Lease”) and all uses described in the Approved Lease shall be deemed in compliance with this paragraph.

2. Beginning upon the recording hereof and continuing for a period of twenty-five (25) years thereafter, City shall continuously own the Property and City or a Non-Profit Entity shall continuously use, occupy, and operate the Property (and all buildings, structures, or improvements located thereon from time to time) as the Playhouse in compliance with all applicable laws and materially consistent with generally accepted standards of practice and performance for other Playhouses and facilities of a similar nature throughout the United States of America; provided, however, that periodic closure for weekends and holidays, repair, maintenance, renovation, restoration or the like by reason of fire or other casualty or otherwise or other closures caused by events beyond the City’s or operator’s reasonable control, including natural disasters, declared emergencies, governmental orders, or public health crises, and/or private events shall not be deemed to be a failure of this covenant.
3. Other than the Approved Lease for the use, occupancy, operation, inspection, maintenance, service, repair, replacement and/or reconstruction of the Playhouse, City shall not, neither orally nor in writing, without the prior written consent of County, which consent may be withheld or conditioned in County’s sole and absolute discretion, sell, convey, alienate, transfer (including a transfer by agreement for deed or land contract), assign, or lease the Property, any part thereof, any interest therein, or any buildings, structures, or improvements now or hereafter located thereon, except as may be permitted pursuant to the terms of the Approved Lease; provided, however, that this covenant shall not prohibit City or the lessee (with approval from the City) from entering into short term agreements for third-party use of “event spaces” hereafter located within the Playhouse, nor from the City entering into a lease with a Replacement Entity, as such term is defined in the Funding Agreement, in accordance with the terms set forth in Section 14.2. of the Funding Agreement.
4. City shall not, neither orally nor in writing, without the prior written consent of County (which consent may be withheld or conditioned in County’s sole and absolute discretion), create, place, record, or consent to (nor permit to be created, placed, recorded, or exist) on, against, or applicable to the Property, any part thereof, any interest therein, or any buildings, structures, or improvements now or hereafter located thereon, any further monetary or non-monetary liens, pledges, encumbrances, mortgages, security interests, easements, restrictions, leases, agreements, or other instruments whatsoever (“Unpermitted Encumbrances”); provided, however, that this covenant shall not prohibit City from granting easements or similar instruments upon the Property that contain usual and customary provisions and which are reasonably necessary for the construction, operation, or maintenance of the Playhouse upon the Property.
5. These Restrictive Covenants may not be amended or altered without the express written consent of County.
6. In the event of a breach or default by City of any of these Restrictive Covenants which continues for more than thirty (30) days following the date of written notice of such breach or default by City from County, provided, however, that if the nature of the breach or

default is such that it cannot reasonably be cured within such thirty (30) day period, then City shall have a reasonable period of time to cure such breach or default provided that it diligently undertakes and pursues such cure, County shall be entitled to full and adequate relief by any and all remedies permitted at law or in equity, including without limitation award of damages, injunction, and specific performance. Any remedies specifically provided by these Restrictive Covenants shall be cumulative with and in addition to all other remedies permitted at law or in equity.

7. In connection with any dispute arising out of these Restrictive Covenants, or the breach, enforcement, or interpretation of these Restrictive Covenants (regardless of whether such dispute results in mediation, arbitration, litigation, or none of the above), each party and person shall bear the cost of its own attorney's, paralegal, expert, and court fees and costs at trial, retrial, on appeal, at hearings and rehearings, and in all administrative, bankruptcy, and reorganization proceedings. Venue for any action, suit, or proceeding brought to enforce compliance with these Restrictive Covenants shall be in a court of competent jurisdiction in and for Orange County, Florida; each party and person hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.
8. These Restrictive Covenants shall run with title to the Property and shall be binding upon successors and assigns of City. Any transferee of any portion of the Property (regardless of whether such transferee is permitted or unpermitted under these Restrictive Covenants) shall automatically be deemed, by acceptance of the title to any portion of the Property, to have assumed all duties and obligations of these Restrictive Covenants relating thereto. This Declaration shall be of no force or effect twenty-five (25) years after the date this Declaration was recorded.
9. City hereby acknowledges and agrees that City's agreement to accept title to the Property subject to and conditioned upon these Restrictive Covenants is made for good and valuable consideration of County as described in the Funding Agreement, the receipt and sufficiency of which are hereby acknowledged. Without limiting the generality of the foregoing, City acknowledges that County has provided all, or a substantial portion of, the funding necessary to acquire the Property.

IN WITNESS WHEREOF, City has caused this Declaration to be executed and delivered as of the date first set forth above.

Signed, sealed and delivered
in our presence:

(Signature of Witness #1)

(Print name of Witness #1)

(Signature of Witness #2)

(Print name of Witness #2)

Approved as to form and legality for the use
and reliance of the City of Winter Park,
Florida, only.

By: _____
City Attorney

Print Name: _____

CITY:

CITY OF WINTER PARK, FLORIDA, a
municipal corporation of the State of Florida

By: _____
Sheila DeCiccio,
as Mayor of the City of Winter Park,
Florida

ATTEST:

By: _____
Rene Cranis, City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, a Notary Public, by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by SHEILA DECICCIO, as Mayor, and Rene Cranis, as City Clerk, of the CITY OF WINTER PARK, FLORIDA, a municipal corporation of the State of Florida, who [] is personally known to me or [] has produced _____ as identification.

Notary Public, State of Florida at Large
My Commission Expires: _____
Commission No. _____

(affix seal)

JOINDER AND CONSENT
OF THE WINTER PARK PLAYHOUSE, INC.

The Winter Park Playhouse, Inc., a Florida not-for-profit corporation, (“WPP”) hereby joins in and consents to the foregoing Declaration of Restrictive Covenants associated with The Winter Park Playhouse (“Agreement”) between Orange County, Florida, a charter county and political subdivision of the State of Florida, and the City of Winter Park, Florida, a Florida municipal corporation, for the purpose of complying with the Agreement and the authorized uses of the tourist development tax as set forth in Section 125.0104(5), Florida Statutes (2024).

IN WITNESS WHEREOF, WPP has caused this Joinder and Consent to be duly executed by its duly authorized representative on the date set forth below.

[Signature appears on following page]

THE WINTER PARK PLAYHOUSE, INC., a
Florida not-for-profit corporation

By:_____

Print Name:_____

Title:_____

Date:_____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, a Notary Public, by means of
☐ physical presence or ☐ online notarization this ____ day of _____, 202____,
by _____, as _____ of THE WINTER
PARK PLAYHOUSE, INC., a Florida not-for-profit corporation,, on behalf of said corporation,
who ☐ is personally known to me or ☐ has produced (type of
identification) _____ as identification.

Notary Public

Print Name:_____

My Commission Expires:_____

Acknowledged and consented to by:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings,
Orange County Mayor

Date: _____

ATTEST:

Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

(SEAL)



City Commission

agenda item 12.c

item type

Action Items Requiring Discussion

meeting date

August 13, 2025

prepared by

Jennifer Maier, Procurement Manager

approved by

Randy Knight, City Manager

subject

Seven Oaks Park Invitation to Negotiate

motion | recommendation

Authorize staff to release ITN

background

At the July 23rd Commission meeting, there was consensus to proceed with issuing a solicitation requesting responses for the activation of Seven Oaks Park with a new building in the grass area fronting Orange Avenue. The attached ITN incorporates the Design Guidelines for Orange Avenue, along with the applicable zoning parameters for development. Once issued, respondents will have 60 days to submit their proposals. An internal review committee will evaluate all submissions and provide recommendations to the City Commission for consideration. As with any solicitation, the City Commission retains full discretion to reject any or all proposals.

alternatives | other considerations

N/A

fiscal impact**attachments**

1. ITN_Seven Oaks Activation Pad_DRAFT

ITN DRAFT

Seven Oaks Activation Pad



Aerial of City Owned Land looking north.

I. Summary of Development Opportunity

The City of Winter Park, Florida (the “City”) is pleased to issue this Invitation to Negotiate (ITN) to identify interested parties and explore conceptual business ideas for the activation of a designated pad within Seven Oaks Park. The City seeks respondents to partner in developing a village-scale, mixed-use building or buildings (“Project”) within the area outlined in **Exhibit A**. The Project will serve as a focal point for activating the park and enhancing its role as a community destination.

The Building(s) that will activate the park will constitute the “Project”.

The City’s transformation of this City-owned land and proposed redevelopment will dramatically transform and increase the asset value of this strategic Winter Park gateway as a new cornerstone property for the City and Orange Avenue Overlay. A key aspect of the City’s evaluation for a potential partner will include its response to the following aspects:

- The respondents design and proposed uses of the Building(s), that will facilitate activities and will create a shared synergy within the park.
- The respondent’s understanding and approach to incorporate the City’s Land Development Code requirements;
- The financial value of the ground lease the respondent will pay the City for the rights to construct and operate the Building(s);
- The respondent’s demonstration of its ability to construct and operate the Building(s) under a ground lease.

II. Orange Avenue Overlay Poised for Transformation

PROJECT GOALS

As part of the City’s vision for the Orange Avenue Overlay, Seven Oaks Park was identified by the Commission as a key opportunity to enhance the vibrancy of this vital gateway and benefit the surrounding businesses and neighborhoods. Successfully activating the Park will serve as a critical link, uniting and energizing the Orange Avenue corridor.

The City has expressed three major project goals for the Project as listed below.

1. Nurtures Winter Park’s placemaking brand of integrating nature and village-scale development that is vibrant, innovative, and rooted in the assets of its local residents and businesses. The City expects this redevelopment will respect and grow the quality of the City’s unique attributes and special features of Winter Park while remaining relevant to today’s social gathering places like Foxtail Coffee Co. and Shady Park in Winter Park, Plant Street Market/Brewery in Winter Garden, East End Market in Orlando, and Boxi Park in Lake Nona.

- 2. Supports activation of the new Park.** The City desires that the Project be a destination that includes a complementary mix of small-scale transparent building spaces that connect and extend the park experience with a series of broad and open entrances. The Park, Building(s), Parking, trails and greenways will offer the area a new rendezvous destination, increasing Winter Park's inside-outside socially inclusive and purposed public spaces. This can benefit adjacent properties and ensure the park fosters a cohesive social environment that is reflective of Winter Park's community history and identity.
- 3. Generating a financial return for the City.** It is the City's desire to retain ownership of the land in perpetuity. The City expects the Project to generate ground lease revenues from the proposed Building(s) and the activation of the park.

III. Regulatory Framework

ZONING CONTEXT

The property has a future land use plan designation based on the City's newly adopted Orange Avenue Overlay District. High-quality urban design and architecture are required per the City's Guidelines for Seven Oaks Park.

Respondents are encouraged to propose development concepts that are compatible with the adjacent park and surrounding properties, promote active use and public engagement with the park, and meet the standards outlined in the Orange Avenue Overlay (OAO). Proposals should reference [Section 58-83](#) of the Land Development Code, with particular attention to the requirements for Subarea C. The proposed architecture of the Building(s) should conform to the City's Architectural Design Standards attached as **Exhibit B**.

Permitted Uses:

Allowed uses within Subarea C include: bars, taverns, and cocktail lounges (with at least 51% of revenue derived from food sales); bicycle shops; breweries and distilleries (with food service); corner stores (excluding convenience stores); fine arts museums; instruction in fine arts, dance, and music; food halls; health and wellness studios; recreational facilities; restaurants (including fast-casual and fine dining); retail businesses; specialty food and beverage markets; and theaters for film, music, or performing arts.

Subarea C Development Standards:

- Property Size: 3.63 acres
- Base Floor Area Ratio (FAR): 14,813 square feet of gross building size
- Maximum Building Height: 2 stories or 35 feet, including awnings or shade structures
- Setbacks: No side or rear setbacks required. A front setback along Orange Avenue must accommodate a future 17-foot-wide sidewalk and landscape buffer (existing sidewalk width may count toward this requirement)
- Parking: There are 89 parking spaces within the existing surface parking lot, and 32 parallel spaces along the Palmetto Avenue right-of-way. The City will permit 45 of the total parking spaces within the surface lot to be allocated towards the Project. Should additional spaces be necessary to meet the minimum off-street parking requirements for the proposed use, the Respondent will be responsible for identifying and securing the required number of additional spaces.

IV. Submission Requirements

Interested parties are invited to submit a Letter of Interest and Concept Proposal that includes:

1. Statement of Interest
 - i. Brief introduction to your organization or business
 - ii. Confirmation of interest in negotiating with the City
2. Conceptual Business Plan Summary
 - i. Description of the proposed activation concept
 - ii. How the concept will benefit the community and enhance park usage
 - iii. Preliminary layout, program, or sample images (if available)
3. Qualifications and Experience
 - i. Summary of relevant experience, particularly with community-serving businesses or public space activations
4. Financial Capability
 - i. General attestation of financial capacity to support start-up costs, ongoing operations, and lease payments
5. Preliminary Operational Timeline
 - i. High-level schedule for anticipated start-up and activation

V. Evaluation Process

Submissions will be reviewed by the City to assess alignment with community goals, feasibility, and financial responsibility. The City may invite selected respondents to engage in direct negotiations for a potential lease agreement.

VI. Important Notice

This ITN is an invitation to share ideas and initiate discussions. The City reserves the right, at its sole discretion, to:

- Enter into direct negotiations with one or more respondents
- Request additional information or presentations
- Issue a new solicitation at a later date
- Reject any or all submissions

Exhibit A









Exhibit B

DESIGN STANDARDS

Winter Park, Florida

Last Updated: 6.02.2025



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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.

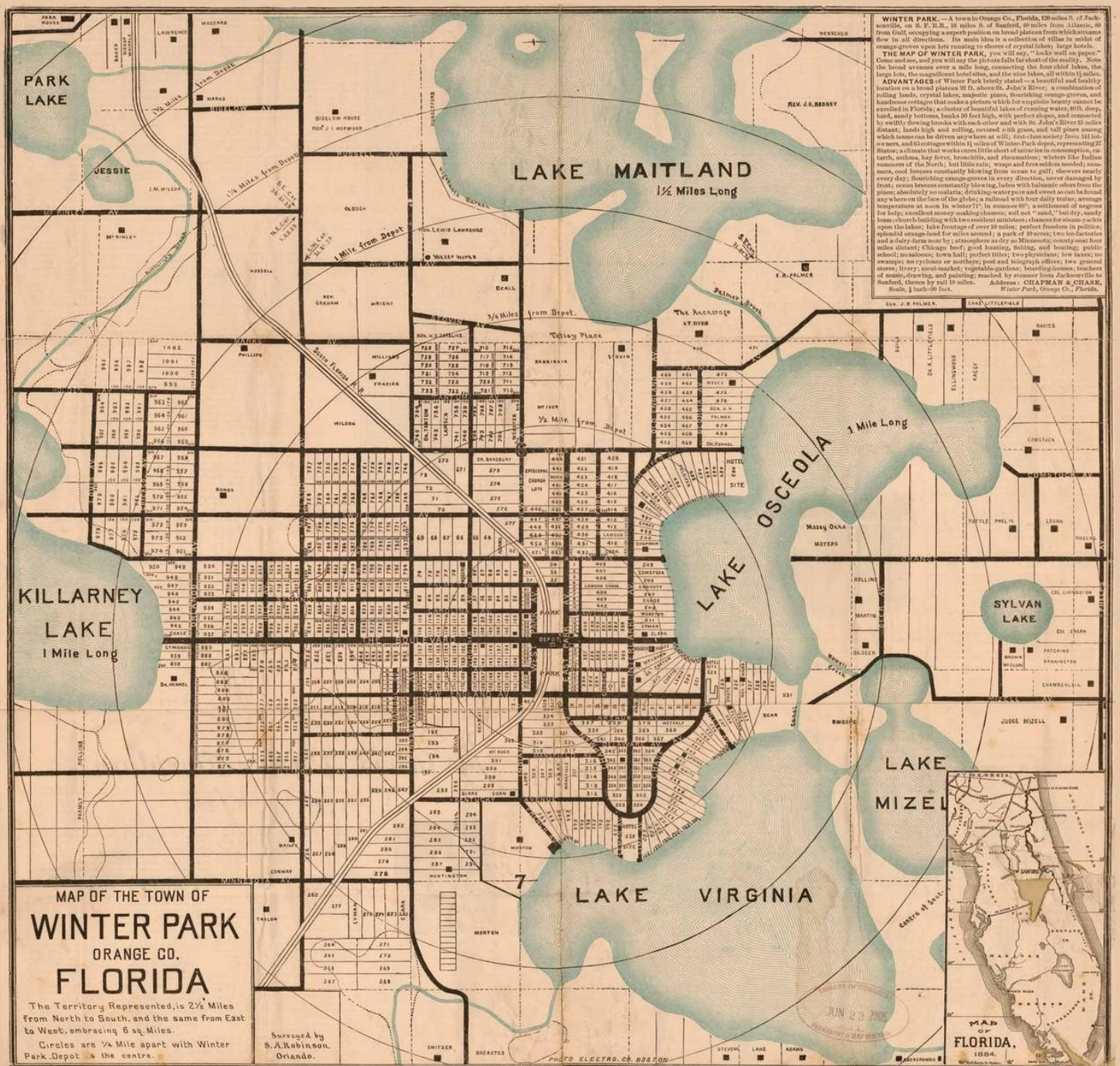
"So long as each architect and each client thinks only of his own building, how individual and how noticeable he can make it, little progress in the total effect can be expected. Architects should be trained to think first of how their building will take its place in the picture already existing. The 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



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-



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



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.

Section 1: Architectural Styles

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.

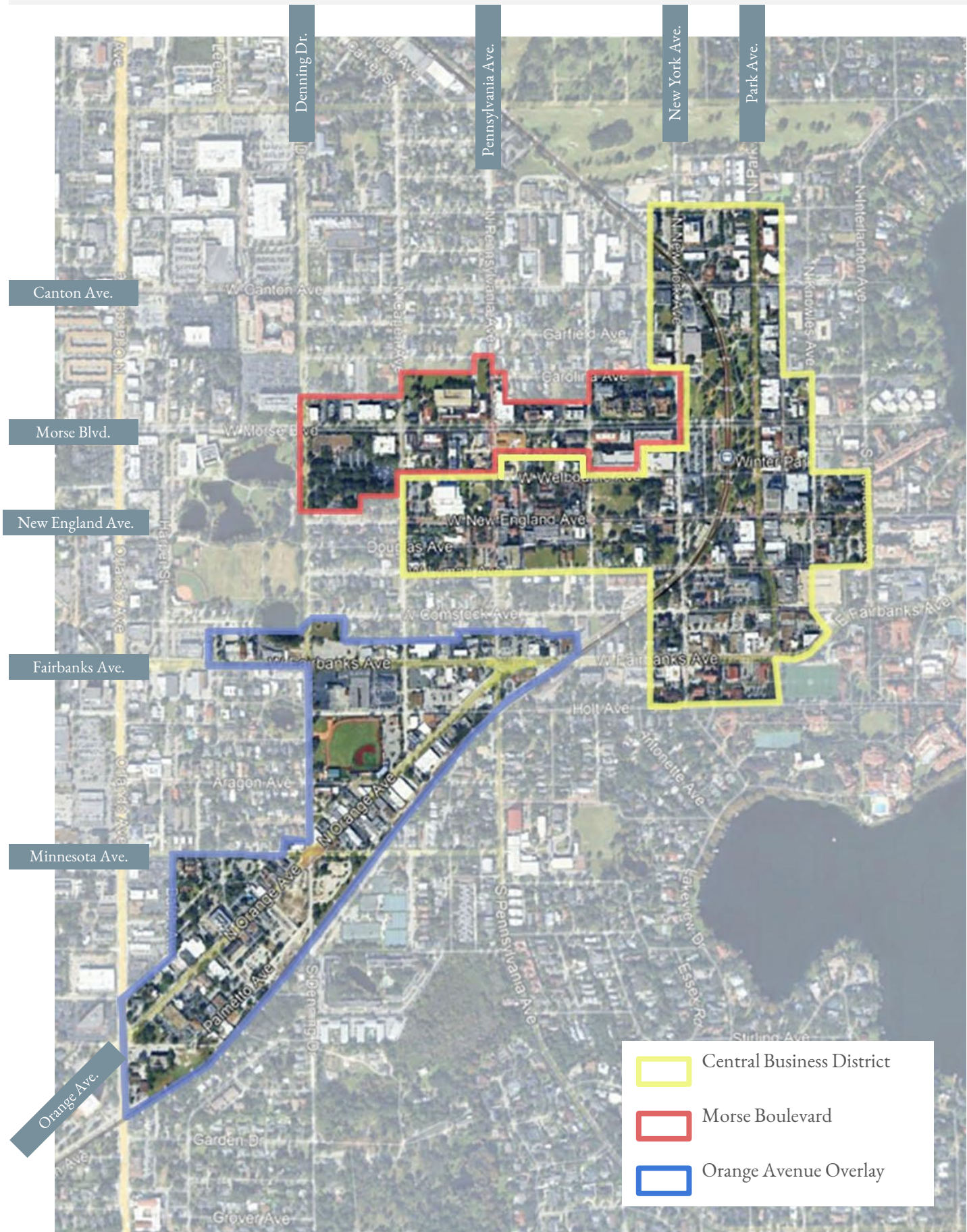


Table 1 Area Specific Recommendations & Requirements

	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

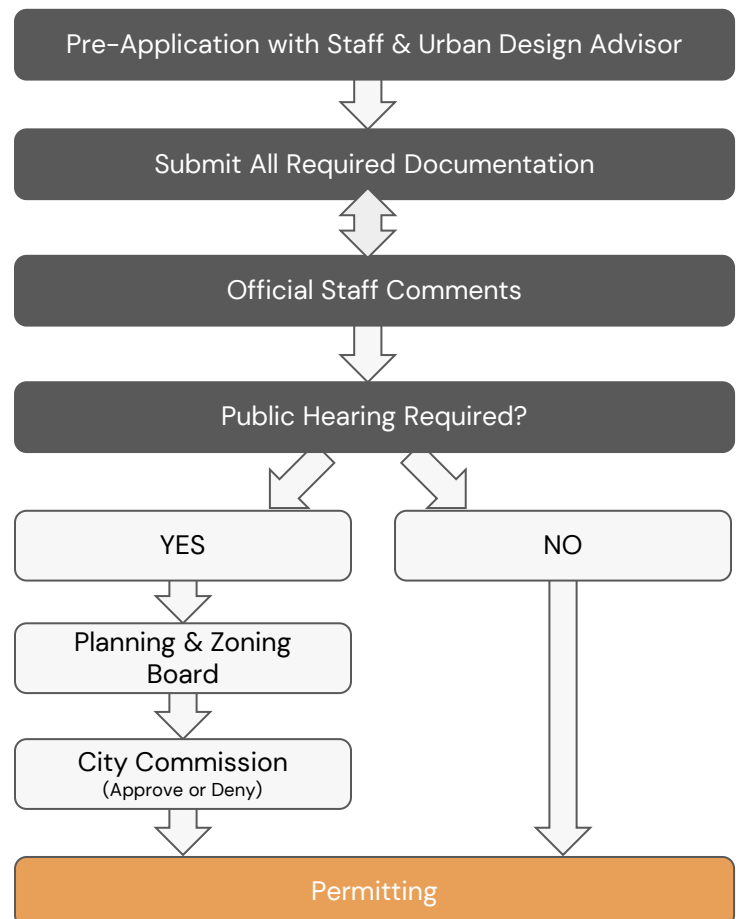


Section 2: Process & Administration

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)

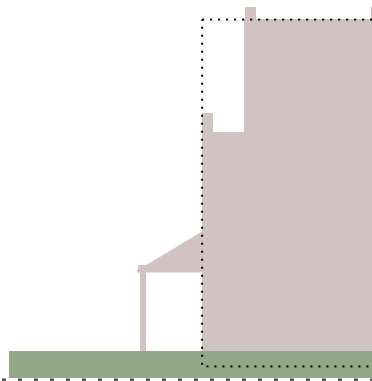
Parapet, Roof, Attic, HVAC, and other utilities

Upper Facade (Middle)

Lower Facade (Base)

Foundation, Ground Floor

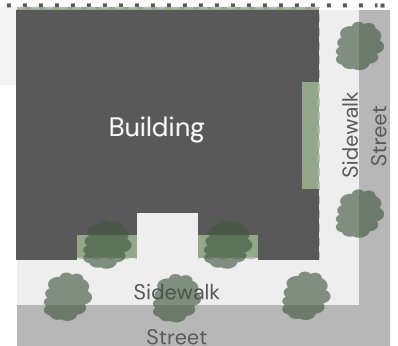
Streetscape – Sidewalk, tree planters, vehicular lanes



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.

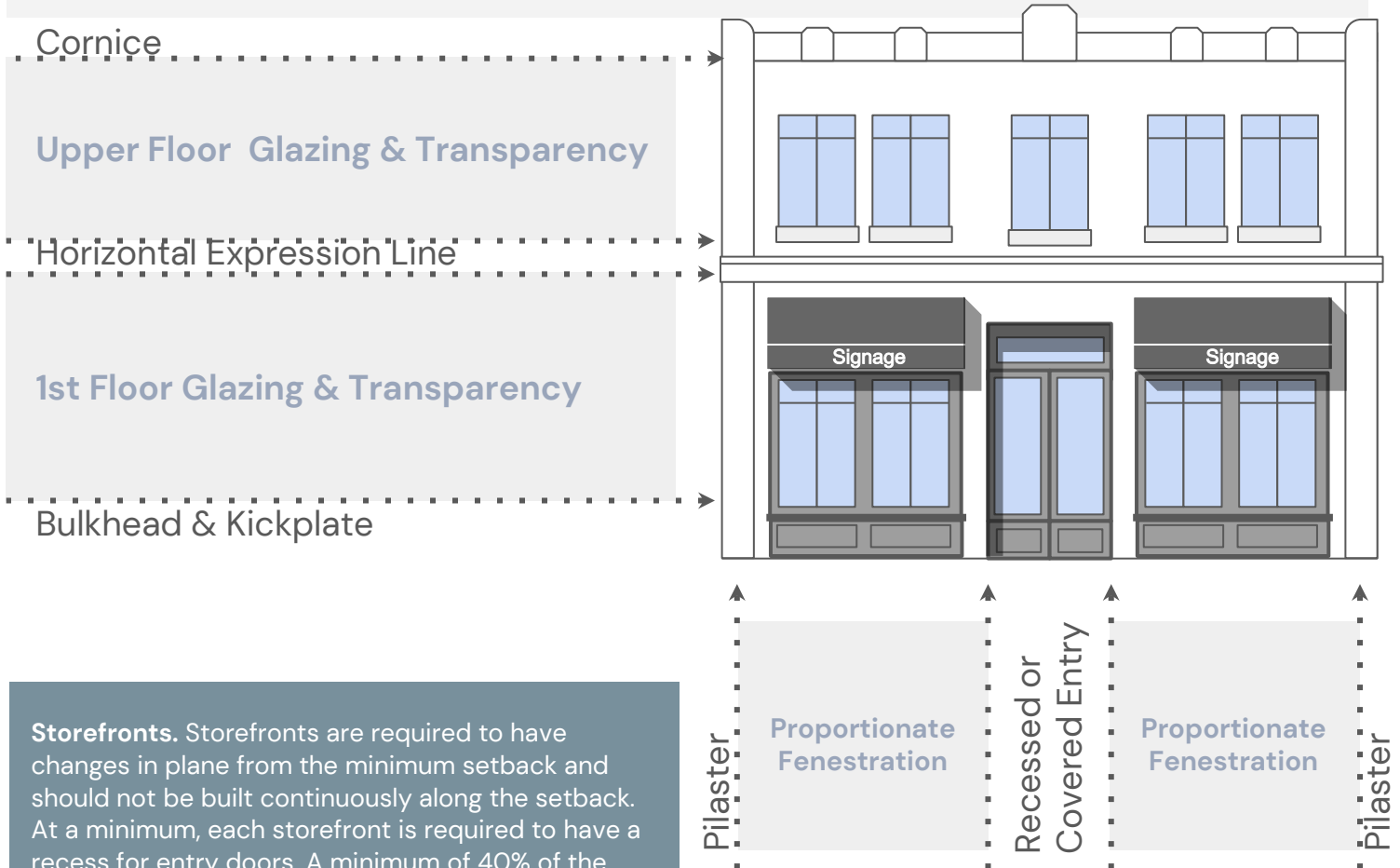
Building Articulation

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).



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 5.2 Window and Door Glazing Divisions

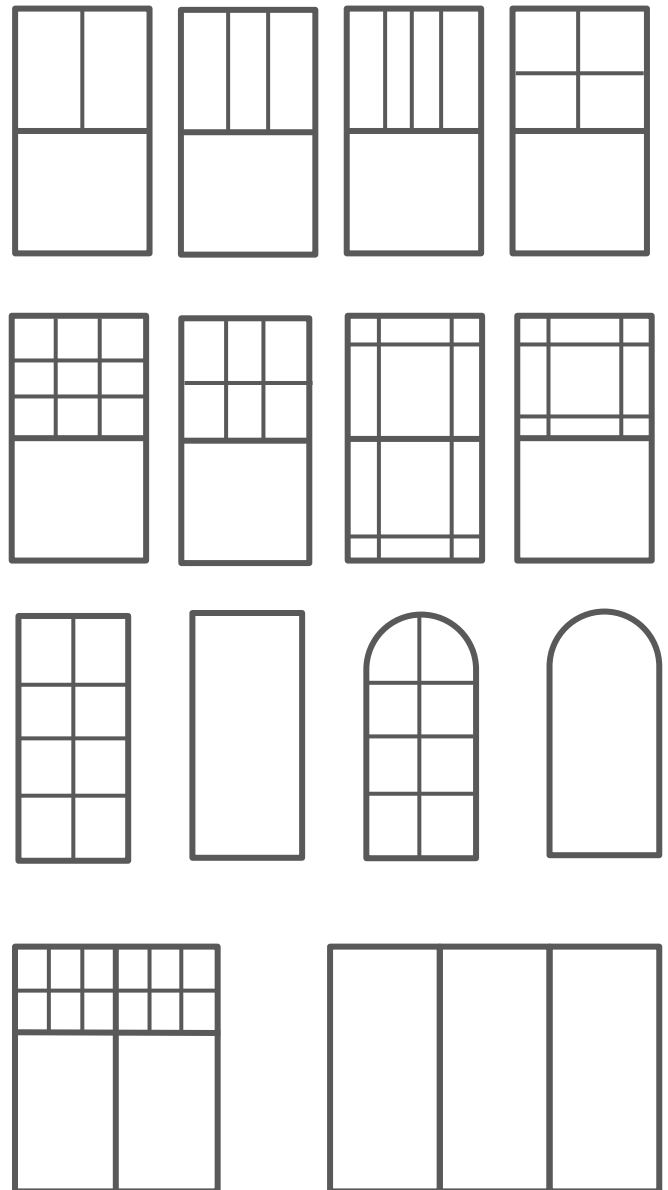
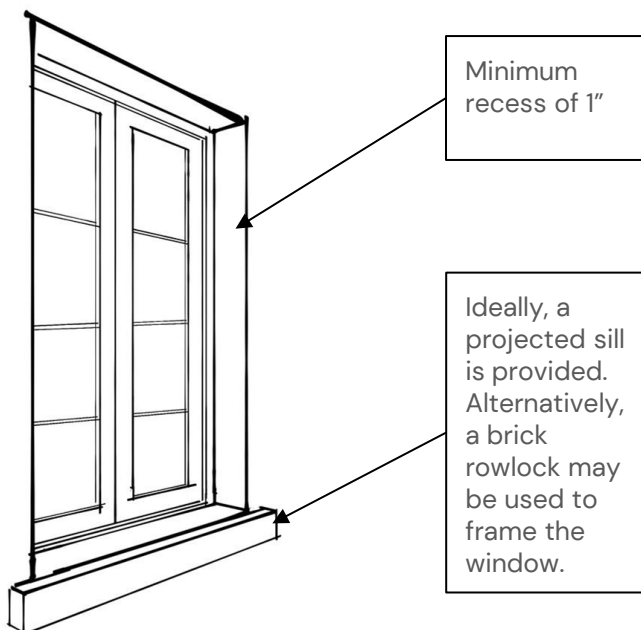


Figure 5.1. Recessed Window Diagram



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.

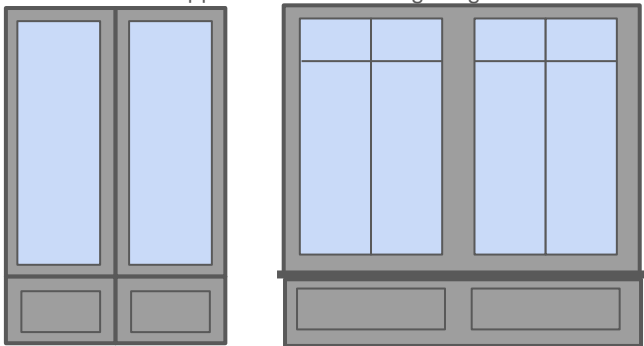
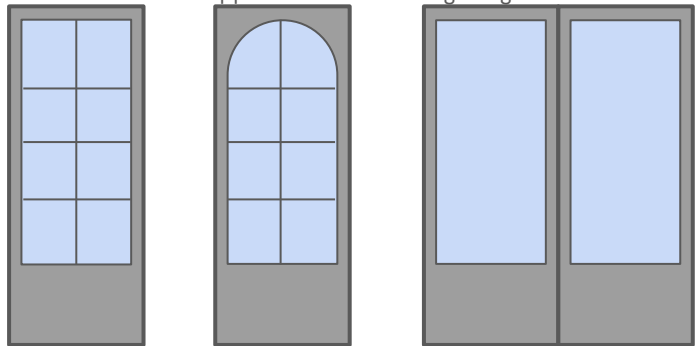


Figure 5.4 Doors

* 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 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.



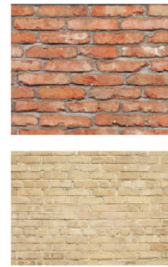
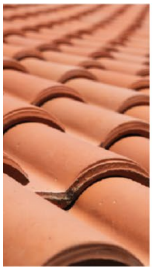
Friezes – Decorative horizontal bands, often with relief sculptures or patterns.



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.
1. **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)
1. **Texture.** All applicants shall provide a description and imagery for their proposed surface variation (e.g. smooth stucco with rough stone accents).
1. **Color.** Proposed building colors shall be shown on building renderings and provided as part of the submittal.
1. **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.

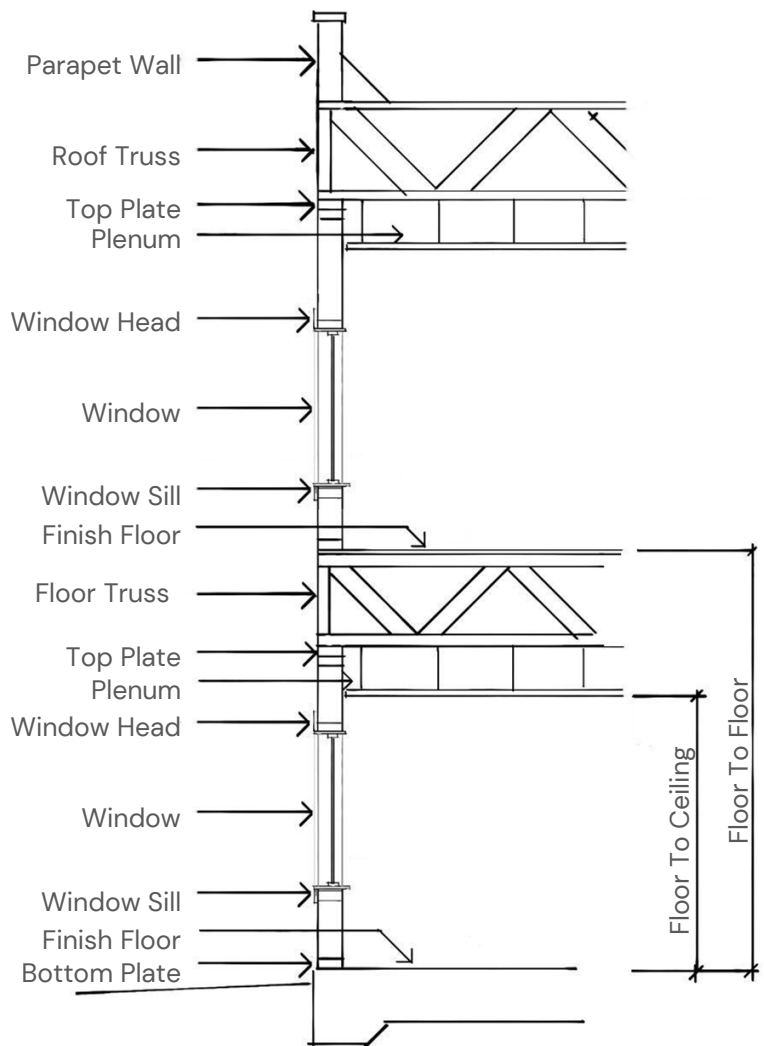
Pediment. The triangular upper part of the front of a building in classical style, typically surmounting a portico of columns.

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

**item type**

Public Hearings: Non Quasi-Judicial Matters

meeting date

August 13, 2025

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Randy Knight, City Manager

subject

Ordinance - Amending Chapter 58, "Land Development Code", Article III, "Zoning" Section 58-71 "General Provisions for Residential Zoning Districts" and Section 58-84 "General Provisions For Non-Residential Zoning Districts" to update regulations and address private pickleball courts, and adding a new Section 58-98 to address the restrictions of Section 28 of Chapter 2025-190, Florida Statutes. (1st Reading)

motion | recommendation

Planning and Zoning Board and staff recommendation is for approval.

background

The City Commission directed staff to update the land development code to address concerns about the growing popularity of private pickleball courts and their potential noise and visual impacts in both residential and non-residential zoning districts. As part of this update, staff has also taken the opportunity to revise related zoning provisions to improve clarity, consistency, and alignment throughout the code. These additional revisions cover regulations for accessory structures, walls, fences, mechanical equipment, and other zoning elements. The key pickleball-related amendments include:

- Residential Zoning Districts (Sec. 58-71(k)): Private outdoor recreational areas, including pickleball courts, must now have side and rear setbacks of 20 feet from the court's exterior boundary—an increase from the previous 10-foot requirement for tennis courts—to help reduce noise and visual impacts. If proposed, the associated fencing and backstops must comply with these setbacks, cannot exceed 12 feet in height, and must be constructed of vinyl-coated chain link or another decorative, air-permeable material approved by the zoning official. For private pickleball courts on properties abutting other residentially zoned properties, there must be a six (6) foot masonry wall between the property line and the perimeter of the court to also help with noise impacts. Furthermore, pickleball activity will be limited to the hours of 8:00 am to 8:00 pm.
- Non-Residential Zoning Districts (Sec. 58-84(i)): Private pickleball courts in these areas

must maintain setbacks of 20 feet from non-residentially zoned properties and 100 feet from residentially zoned properties to minimize impacts on nearby homes. Fencing requirements for height and materials mirror those in residential districts and are also subject to zoning official approval. For private pickleball courts on properties abutting residentially zoned properties, there must be a six (6) foot masonry wall between the property line and the perimeter of the court to mitigate noise concerns.

These updates directly respond to community feedback regarding noise and activity disturbances, aiming to balance recreational use with neighborhood compatibility. In addition to the pickleball-specific changes, the ordinance also modernizes various zoning standards to ensure greater consistency and usability throughout the land development code.

Also included in this Ordinance, is a revision to add a new Section 58-98, "Relief Concerning Declared Emergency," to address Senate Bill 812 (SB 812) passed during the 2025 Legislative Session. SB 812 addresses land use and development regulations and includes provisions that require local governments to offer regulatory relief if changes to land development regulations or comprehensive plans adopted after August 1, 2024, are found to be "more restrictive or burdensome" on a property owner's development rights. Section 28 specifically outlines the process by which property owners may request that their development applications be reviewed under previously existing standards.

The new section allows development applicants to request that their projects be reviewed under the version of the City's land development regulations and Comprehensive Plan in effect as of August 1, 2024, if they believe subsequent changes are more restrictive or burdensome. Applicants must submit a sworn, notarized statement detailing the project, the specific changes in regulation they find more restrictive, how those changes impact the project, and must agree to be bound by the August 1, 2024 standards without benefiting from current regulations. The Planning & Zoning Director will review submissions for completeness and good faith but is not required to agree with the applicant's claims to grant the request. This section sunsets on October 1, 2027, unless extended or otherwise modified by law.

alternatives | other considerations

fiscal impact

attachments

1. ORD xxxx-25 General Provision Updates 7-14-2025
2. Winter Park Business Impact Estimate

ORDINANCE XXXX-25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" SECTION 58-71 "GENERAL PROVISIONS FOR RESIDENTIAL ZONING DISTRICTS," SECTION 58-84 "GENERAL PROVISIONS FOR NON-RESIDENTIAL ZONING DISTRICTS", PROVIDING FOR ASSESSMENT AND UPDATES TO THE CURRENT REGULATIONS, AND ADDING A NEW SECTION 58-98 TO ADDRESS THE RESTRICTIONS OF SECTION 28 OF CHAPTER 205-190, LAWS OF FLORIDA, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of proposed amendments to the Land Development Code set forth in this Ordinance having held an advertised public hearing on July 1, 2025, and has recommended approval of this Ordinance to the City Commission.

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

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" of the Code of Ordinances, Section 58-71 "General provisions for residential zoning districts" is hereby amended as shown below (underlined language are additions; ~~stricken through~~ language are deletions; subsections not included are not being modified):

Sec. 58-71. General provisions for residential zoning districts.

- (h) *Accessory buildings, structures, air-conditioning equipment and other accessory uses in residential zones.*

- (7) Garages and carports for single-family dwellings on any lot and two-family dwellings on lots over 70 feet wide:

- e. *Porte cochere.* ~~The roof height of a porte cochere in front of a home must not exceed 14 feet unless located behind the front setback by five feet or more.~~ A porte cochere attached to the front of the home may encroach up to ten feet into the required front setback or porte cocheres attached to the side of a home may utilize a side-yard setback of five feet from an interior side lot line or 15 feet from a street-side lot line subject to the following: three sides of the structure must be at least 75 percent open; a maximum height of 13 feet from existing grade to roof top and a maximum roof overhang of 12 inches. If a porte cochere has an area greater than 250 square feet, then the principal building setbacks shall be applied. Porte cocheres less than 250 square feet shall not be counted towards floor area ratio.

- (11) ~~An arbor, pergola or trellis structure may be placed up to five feet from side and rear lot lines and the overhead beams or framing members may be permitted to terminate on top of a six-foot wall or solid fence subject to a maximum length of 18 feet when attached along a side or rear yard wall or fence. The overall maximum height shall be ten feet, except within the building area of the lot, the structure may extend to no higher than the height of the principal building on the property. In front-yard and street-yard setback areas, a decorative arbor or trellis may be placed 15 feet from any front lot line or ten feet from any street side yard lot line, subject to approval by the zoning official and a maximum size of 50 square feet. Vertical arbors and trellis structures may be located no closer than five (5) feet to side and rear lot lines. The structure shall not exceed a maximum length of fifteen (15) feet along a side or rear yard wall or fence. The maximum overall height of such structures shall not exceed ten (10) feet, except within the buildable area of the lot, where the structure may extend to a height not exceeding that of the principal building on the property. In front-yard and street-yard setback areas, decorative arbors or trellises may be permitted no closer than fifteen (15) feet from any front lot line and ten (10) feet from any street side yard lot line, subject to approval by the zoning official.~~

- (k) ~~*Private Outdoor recreational areas.*~~ Private Outdoor recreational areas requiring site improvements, including tennis courts, basketball courts, pickleball courts, etc., shall require side and rear setbacks of twenty feet to the exterior boundary

of the court. Their associated backstop and side fencing shall also conform to these setbacks and shall not exceed 12 feet in height. The composition of this fencing shall be vinyl-coated chain link or other decorative fencing that does not impede the flow of air and which received the approval of the zoning official. For private pickleball courts on properties abutting other residentially zoned properties, there must be a six (6) foot masonry wall between the property line and the perimeter of the court on at least three sides of the court. Pickleball activity on pickleball courts is limited to the hours of 8:00 am to 8:00 pm.

- (l) ~~*Residential decks; patios.* Any deck or patio shall not be closer to the side lot line than 50 percent of the required side setback.~~ Decks or patios may not be located closer than five feet from a side or rear property line. These provisions shall apply to decks or patios only if they are less than three feet above existing grade, otherwise, such decks or patios must conform to the setbacks for the main structure.

- (n) *Walls and fences.*

- (2) *Height and setbacks in residential districts.* The table provided below summarizes the maximum height of walls and fences in each required yard as well as the types of walls and fences permitted, as outlined in the following paragraphs. Decorative fences must be a minimum of 75 percent open.

- a. In front yards and in side yards with street frontages, walls and fences shall not exceed three feet in height above the existing grade. However, these decorative front yard or street frontage walls and fences may be permitted columns or posts to exceed this height limit by one foot provided they are spaced at least ten feet apart. Light fixtures may also be placed on columns at driveway entrances up to one foot in height.
- b. In side yards with street frontages, a decorative fence may be permitted up to four feet in height above the existing grade where necessary to meet swimming pool safety requirements. Additionally, ~~i~~In street-side yard areas of corner lots, a privacy fence or wall may be constructed six feet in height above the existing ground level when setback at least ten feet from the street-side property line, subject to vegetative planting on the street facing side of the fence.
- c. In all other side and rear yard areas, walls and fences may be a maximum of six feet in height above the existing grade.
- d. No wall or fence shall be permitted which would in any way obstruct or impair the visibility of automobiles at intersections and points of ingress and egress to the public right-of-way. For walls and solid fences located on any street, a

setback of one foot from the lot line is required to prevent interference with pedestrian mobility on existing or future sidewalks.

- e. Gates located on any street are permitted up to a maximum four feet in height from existing grade and must match the material of the fencing or no less than 60 percent open in composition, whichever is greater.
- f. Walls and fences on the lakefront, canalfront, or streamfront side of properties shall meet the requirements established in this article for such waterfront properties.
- g. For purposes of locating walls and fences, front yards shall be the area from the front lot line to the front building wall or as determined by the zoning official.

- (5) Walls and fences shall be finished on both sides with similar architectural treatments and color on both surfaces so that, for example, a brick-veneered masonry wall shall have brick veneer on both sides or a stuccoed masonry wall shall have a stucco finish on both sides, a painted wood fence would be painted on both sides. ~~At no point shall the exposed fence posts face outward toward the adjacent neighbor or public right-of-way.~~

- ~~(7) Corner lots with nonconforming walls or fences for one- or two-family dwellings: When an existing dwelling has a nonconforming building wall or fence located along a street side yard at a distance of ten feet or greater from the street side lot line, a new fence or wall complying with a permitted material up to six high is allowed to be constructed at the same nonconforming street side setback as a replacement in the same location.~~

SECTION 2. That Chapter 58 "Land Development Code", Article III, "Zoning" of the Code of Ordinances, Section 58-71 "General provisions for non-residential zoning districts" is hereby amended as shown below (underlined language are additions; ~~stricken through~~ language are deletions; subsections not included are not being modified):

Sec. 58-84. General provisions for non-residential zoning districts.

- (d) *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 ten feet 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 above the height limit in the zoning district unless other parapet heights are

more restrictive for the respective 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, with material of a similar style to the building façade and shall be located to the maximum extent possible so that they are not visible from any street.

(f) *Projections into setbacks.*

- (1) Eaves, roof overhangs, open fire escapes, balconies, canopies, and awnings may project into the minimum yard or setback areas up to three and one-half feet, except as otherwise permitted in the CBD-2 district. Chimneys and flues may project into the minimum yard or setback area up to three feet. Fabric canopies, awnings, etc., with ground supports are considered a structure and shall observe the setback requirements of the districts in which they are located. Bay windows may project two feet into the front, street-side yard and rear setbacks and are limited to a maximum width of eight feet. Second floor open porches, two-story high columns or similar features shall not project into the required front setback or street-side setback.
- (2) Mechanical equipment, which includes aAir-conditioning equipment, swimming pool equipment, and electric generators, and similar type equipment, shall not be located in any front yard or side yard with street frontage unless totally shielded from view from the street by ~~shrubby or walls and/or vinyl~~ fences otherwise complying with the zoning code. ~~Air-conditioning~~Mechanical equipment may be located up to ten feet from a rear lot line as long as they are adjacent to the accessory structure or principal structure. ~~Air-conditioning compressors and electric generators~~Mechanical equipment shall not be located in any required side yard or within ten feet from the rear lot line except that they may be permitted six feet from a side or rear property line if written permission is granted by the adjacent property owner up to five feet from a side or rear property line if screened by a solid fence or wall that is a minimum equal in height of the equipment. Propane tanks shall not be located within five feet of any side or rear lot line. Any ~~air-conditioning~~mechanical equipment placed on a roof must be screened from view from surrounding properties and from public streets with material of a similar style to the building façade.

- ~~(i) *Tennis courts.* Tennis courts shall be located within the buildable areas of any given property, except that they may be within ten feet of the rear property line. Their associated backstop and side fencing shall also conform to these setbacks and shall not exceed 12 feet in height. The composition of this fencing shall be chain link or other decorative fencing that does not impede the flow of air and~~

~~which received the approval of the building director. The location of tennis courts, the composition and height of tennis court fences, the nature of any lighting and control of stormwater shall be subject to the approval of the Code enforcement director.~~ Private outdoor recreational areas. Private outdoor recreational areas including tennis courts, basketball courts, pickleball courts, etc., shall require side and rear setbacks of twenty feet to the exterior boundary of the court to any non-residentially zoned property and 100 feet to the exterior boundary of the court to any residentially zoned property. Their associated backstop and side fencing shall also conform to these setbacks and shall not exceed 12 feet in height. The composition of this fencing shall be vinyl coated chain link or other decorative fencing that does not impede the flow of air and which received the approval of the zoning official. For private pickleball courts on properties abutting residentially zoned properties, there must be a six (6) foot masonry wall between the property line and the perimeter of the court.

(j) *Walls and fences.*

- (4) Walls shall be finished on both sides with similar architectural treatments and color on both surfaces so that, for example, a brick-veneered masonry wall shall have brick veneer on both sides or a stuccoed masonry wall shall have a stucco finish on both sides, ~~unless different surface treatments and color are agreed upon by the property owners on both sides of the wall and the administrative official.~~

- (l) *Solid waste containers.* Prior to the issuance of a building permit, plans for the construction of any commercial, office, industrial, planned development or any other nonresidential buildings must show the location of container(s) for solid waste disposal. The number of containers, their location and access to them for unloading purposes are subject to the approval of the city. Solid waste containers or dumpsters shall be screened from view of surrounding properties for all new development. ~~Recycling containers may be exempted from this requirement by the city.~~ Screening enclosures must be made of a similar material and style to the building façade.

- (x) *Restaurant, bar, tavern, lounge; conditional uses in the Hannibal Square neighborhood.* The city has established that restaurants, bars, taverns or lounges, in the Hannibal Square Neighborhood Commercial District located on Morse Boulevard or on Pennsylvania Avenue north of Morse Boulevard, shall be limited in the hours of sale and consumption of alcoholic beverages due to the proximity of residential homes and apartments and the related problems of nighttime activity and noise generated by these establishments and their customers outside the establishments. ~~This restriction shall be in effect within the geographic area of the~~

~~Hannibal Square neighborhood bounded by Denning Drive, Comstock Avenue, New York Avenue and Webster Avenue. The restriction shall limit the hours of sale and consumption of alcoholic beverages to no later than 11:00 p.m. on Sundays through Thursdays and no later than 12:00 a.m. (midnight) on Fridays and Saturdays, except for New Year's Eve when the hours are extended until 1:00 a.m.~~

- (jj) Prohibited back-out parking. Parking spaces shall be designed to allow vehicles to enter and exit without reversing directly into a public right-of-way. Back-out parking that requires vehicles to reverse directly into streets, alleys, or other public rights-of-way is prohibited.

SECTION 3. That Chapter 58 "Land Development Code", Article III, "Zoning" of the Code of Ordinances, be amended to add a new Section 58-98 "Relief Concerning Declared Emergency" as shown below (underlined language are additions; ~~stricken through~~ language are deletions; subsections not included are not being modified):

Section 58-98. Relief Concerning Declared Emergency.

- (a) The purpose of this section is to address the restrictions of Section 28 of Chapter 2025-190, Laws of Florida. This section shall sunset and expire on October 1, 2027 unless extended pursuant to the provisions of Section 28 of Chapter 2025-190, Laws of Florida or otherwise by general law. If Section 28 of Chapter 2025-190, Laws of Florida is repealed or expires as it applies to the city, this section shall automatically expire simultaneously therewith. If Section 28 of Chapter 2025-190, Laws of Florida is substantially amended after the effective date of this section, the Planning & Zoning Director may freeze use of this section until an amendment to this section is adopted to incorporate the amendments made to Section 28 of Chapter 2025-190, Laws of Florida.
- (b) If an authorized applicant for a development order believes that any city-initiated amendment to Chapter 58, Land Development Code, including without limitation the Comprehensive Plan adopted by Chapter 58, Article I, and any other land development regulations set forth in the city code, that occurred after August 1, 2024 is "more restrictive or burdensome" than existed prior to August 1, 2024, the applicant may file an application with the City to have the version of land development regulations and the Comprehensive Plan existing as of August 1, 2024 apply to and govern the development order application at issue pursuant to the following provisions:
- (i) The applicant shall submit in writing to the Planning & Zoning Director a sworn, notarized statement: (i) describing the development order sought and the details of the proposed development project; (ii) describing with

citations and specificity which provisions of land development regulations and the Comprehensive Plan that have been amended since August 1, 2024 are "more restrictive and burdensome" than existed on August 1, 2024; (iii) describing how such "more restrictive and burdensome" provisions are applicable to the development order application; (iv) describing how, when applied to the development order application such "more restrictive and burdensome" provisions result in more restrictive and burdensome impacts on the proposed development than the August 1, 2024 version of land development regulations and the Comprehensive Plan; (v) requesting that the version of land development regulations and the Comprehensive Plan existing as of August 1, 2024 apply to and govern the development order application at issue and agreeing to be bound by such provisions; and (vi) agreeing that the authorized applicant and property owner will not receive any benefits of the then current version of the land development regulations and Comprehensive Plan if it/they elect to request relief pursuant to this section. If the authorized applicant is not the fee simple property owner(s), the property owner(s) shall be required to join in and consent to the sworn, notarized statement.

- (ii) Upon receipt of the sworn, notarized statement pursuant to subsection (i), the Planning & Zoning Director or designee will evaluate the notarized statement to determine if the statement is complete and whether the information submitted in the statement presents a good faith claim that there are "more restrictive and burdensome" provisions of the land development regulations and Comprehensive Plan than existed on August 1, 2024 entitling the authorized applicant to relief pursuant to Section 28 of Chapter 205-190, Laws of Florida. If the sworn, notarized statement is incomplete, the Planning & Zoning Director or designee will request the authorized applicant to provide additional information to complete the requirements of subsection (i).
- (iii) If the sworn, notarized statement pursuant to subsection (i) is determined by the Planning & Zoning Director or designee to present a good faith claim that there are "more restrictive and burdensome" provisions of land development regulations and the Comprehensive Plan than existed on August 1, 2024, the development order application will proceed to be reviewed and considered for approval pursuant to the August 1, 2024 version of land development regulations and the Comprehensive Plan. The authorized applicant and property owner will not receive any benefits of the then current version of the land development regulations and Comprehensive Plan if it elects to use this section.
- (iv) The Planning and Zoning Director or designee is not required to agree with the "more restrictive and burdensome" claim contained within the sworn,

notarized statement in order to grant relief of applying the August 1, 2024 version of the land development regulations and the Comprehensive Plan.

SECTION 4. CODIFICATION. Section 1, 2 and 3 of this Ordinance shall be incorporated into the City of Winter Park Code of Ordinances.

SECTION 5. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or division of this Ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this Ordinance. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

SECTION 6. CONFLICTS. In the event of a conflict between this Ordinance and any other ordinance of the City of Winter Park, this Ordinance shall control to the extent of such conflict.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and in accordance with Florida law.

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

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis

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City of Winter Park, Florida Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" SECTION 58-71 "GENERAL PROVISIONS FOR RESIDENTIAL ZONING DISTRICTS," SECTION 58-84 "GENERAL PROVISIONS FOR NON-RESIDENTIAL ZONING DISTRICTS", PROVIDING FOR ASSESSMENT AND UPDATES TO THE CURRENT REGULATIONS, AND ADDING A NEW SECTION 58-98 TO ADDRESS THE RESTRICTIONS OF SECTION 28 OF CHAPTER 205-190, LAWS OF FLORIDA, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Winter Park takes the position that a business impact estimate is not required by state law for the proposed ordinance.¹ The City of Winter Park may, at its discretion, complete a Business Impact Estimate even for a proposed ordinance that falls under one of the following exemptions. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the City of Winter Park;
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, the City of Winter Park hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The City Commission directed staff to update the land development code to address concerns about the growing popularity of private pickleball courts and their potential noise and visual impacts in both residential and non-residential zoning districts. As part of this update, staff has also taken the opportunity to revise related zoning provisions to improve clarity, consistency, and alignment throughout the code. These additional revisions cover regulations for accessory structures, walls, fences, mechanical equipment, and other zoning elements.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Winter Park, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Winter Park regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

This Ordinance will only potentially affect new businesses or ones that are undergoing renovation. There are no new charges or fees.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: This Ordinance will only potentially affect new businesses or ones that are undergoing renovation.

4. Additional information the governing body deems useful (if any): None

**item type**

Public Hearings: Non Quasi-Judicial Matters

meeting date

August 13, 2025

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Randy Knight, City Manager

subject

Ordinance - Amending Chapter 58 "Land Development Code", Article III, "Zoning Regulations" Subsection 58-76 "Commercial (C-3) District" so as to add provisions relating to the South of Fairbanks Avenue (SOFA) District as outlined in the Comprehensive Plan. (1st Reading)

motion | recommendation

Planning & Zoning Board and staff recommendation is for approval.

background

The proposed Ordinance amends Chapter 58, "Land Development Code," Article III, "Zoning Regulations," Section 58-76, "Commercial (C-3) District," to incorporate provisions for the South of Fairbanks Avenue (SOFA) District. These amendments align the Land Development Code with the policies of the Comprehensive Plan, adopted on February 14, 2024, via Ordinance 3291-24, ensuring consistency in guiding growth and development within the SOFA District. The Ordinance introduces Subsection (j) to Section 58-76, C-3 zoning district, defining the SOFA District and establishing the following key provisions:

- Density: Allows up to 17 dwelling units per acre without vertically-integrated commercial uses, with the option to exceed this through a density bonus pool.
- Density Bonus Pool: Permits up to 25 dwelling units per acre and a 1.0 floor area ratio (FAR), with an additional 5 units per acre for certified workforce housing (up to 120% of Area Median Income). Eligibility requires offsite infrastructure improvements, such as road enhancements, wastewater infrastructure, stormwater ponds, or public parks, tailored by subarea (Triangle, Center, Industrial).
- Maximum Withdrawal: Limits projects to 50% of the remaining density bonus pool units, based on public benefit provided.
- Future Annexations: Increases the density bonus pool for annexed properties within the SOFA District at the same rate (25 units per acre, 1.0 FAR).
- Height: Subjects height to Conditional Use review and compatibility standards, as guided by the Comprehensive Plan's Maximum Height Map.

The proposed amendments ensure that the Land Development Code is consistent with the Comprehensive Plan adopted in 2024, which incorporated policies for the SOFA District to guide redevelopment, promote workforce housing, and support infrastructure improvements. These changes implement the Comprehensive Plan's vision for sustainable growth in the SOFA District.

alternatives | other considerations

fiscal impact

attachments

1. Ord._SOFA District LDC - 2025
2. W Fairbanks Comp Plan policies
3. Winter Park Business Impact Estimate

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE",
ARTICLE III, "ZONING REGULATIONS" SUBSECTION 58-
76 "COMMERCIAL (C-3) DISTRICT" SO AS TO ADD
PROVISIONS RELATING TO THE SOUTH OF FAIRBANKS
AVENUE (SOFA) DISTRICT AS OUTLINED IN THE
COMPREHENSIVE PLAN PROVIDING FOR CONFLICTS,
CODIFICATION, SEVERABILITY, AND AN EFFECTIVE
DATE.**

WHEREAS, the Florida Legislature has adopted Chapter 163, Florida Statutes which requires all local communities to adopt amendments to their Land Development Codes to implement the growth and development policies of Comprehensive Plans adopted pursuant to Chapter 163, Florida Statutes and Florida Administrative Rules in order to provide appropriate policy guidance for growth and development: and

WHEREAS, the Winter Park City Commission adopted a new Comprehensive Plan on February 14, 2024 via Ordinance 3291-24; and

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of proposed amendments to the Zoning Regulations portion of the Land Development Code 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 58-76 "Commercial (C-3) district", Subsection (j) in the "Zoning" Article of the Land Development Code to read as follows:

(j) South of Fairbanks Avenue (SOFA) District

- (1) The Sofa District is defined as the area south of Fairbanks Avenue, east of Interstate 4, north of Minnesota Avenue and Oglesby Avenue, and west of Nicolet Avenue as shown on Future Land Use Map FLUP 1-23a.
- (2) *Density*. Properties within the SOFA District shall be allowed to redevelop at a maximum of seventeen (17) dwelling units per acre without the requirement to provide vertically-integrated commercial uses. Density bonus pool units may be used to exceed seventeen (17) dwelling units per acre through the provision of offsite infrastructure improvements.
- (3) *Density Bonus Pool*. The density bonus pool shall allow for consideration of up to twenty-five (25) dwelling units per acre and a 1.0 floor area ratio (FAR) for the SOFA District. An additional bonus of up to five (5) dwelling units per acre per project may be achieved if those units are utilized specifically for certified workforce housing to serve households with incomes of up to 120% of the Area Median Income. Properties within the SOFA District shall be eligible for the density bonus pool through the provision of offsite infrastructure improvements delineated by subarea. Eligible infrastructure improvements by subarea include:
 - a. Triangle Subarea: Road improvements for Formosa Avenue, wastewater infrastructure, shared stormwater ponds, and public parks at least half an acre in size that provide active or passive recreational opportunities such as playgrounds, trails, seating areas, sports fields, natural green spaces with public art, or other community amenities designed for public use and enjoyment.
 - b. Center Subarea: Road improvements for Kentucky Avenue, Oglesby Avenue, Formosa Avenue, and Clay Street, wastewater infrastructure, shared stormwater ponds, and public parks at least half an acre in size that provide active or passive recreational opportunities such as playgrounds, trails, seating areas, sports fields, natural green spaces with public art, or other community amenities designed for public use and enjoyment.
 - c. Industrial Subarea: Road improvements for Clay Street, Cherry Street, Harold Avenue, Jackson Avenue, and Nicolet Avenue, wastewater infrastructure, shared stormwater ponds, and public parks at least half an acre in size that provide active or passive recreational opportunities such as playgrounds, trails, seating areas, sports fields, natural green spaces with public art, or other community amenities designed for public use and enjoyment.
- (4) *Maximum withdrawal from density bonus pool*. Each project may request a maximum withdrawal of up to 50% of the currently remaining available units based on the level of public benefit provided by the project.

(5) Future Annexations. As properties currently located outside the city, but located within the SOFA District boundary, are annexed into the city, the density bonus pool shall increase at the same rate as it was established, 25 units per acre and 1.0 FAR.

(6) Height. The height allowed under the Maximum Height Map in the Comprehensive Plan may not always be achievable, as Conditional Use review may impose additional height limitations based on compatibility standards.

SECTION 2. 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 3. 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, Section 1, shall become and be made a part of the Code of Ordinances of the City of Winter Park, Florida, and not Sections 2-5;

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

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

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

Sheila DeCiccio, Mayor

ATTEST:

City Clerk

PLANNING AREA L: West Fairbanks Avenue

Policy 1-L-1: Protect the Lake Killarney Residential Neighborhood from Commercial, Office & Parking Lot Encroachments The City shall preserve and protect the existing Lake Killarney residential neighborhood from commercial, office and parking lot encroachments and shall deem land use changes from single family residential to low or medium density residential or to a non-residential designation to be in conflict with this Comprehensive Plan policy and shall not be permitted unless otherwise provided for in the Comprehensive Plan.

Policy 1-L-2: Annexation, Rezoning & Redevelopment of Certain Residential Properties in the Lake Killarney Neighborhood At such time annexation occurs, the City shall consider amending the Future Land Use Map to allow non-residential use and redevelopment of the residential properties abutting commercial or office properties that front on the north side of Fairbanks Avenue in the Lake Killarney neighborhood from Kilshore Lane west to Interstate 4 subject to compliance for special setback and design standards to ensure compatible development and to enhance the appearance of the Fairbanks Gateway corridor.

Policy 1-L-3: Protections for the Lake Killarney Neighborhood The City shall utilize the conditional use process and the land development code regulations to provide protections for the residential neighborhood north of Fairbanks Avenue from any nuisances generated by fast food and drive-in businesses as well as convenience stores in order to minimize any nuisances from noise, over-flow parking, off-site parking of employees or cut-through traffic. Such protections may include limitations on the hours of operation of stores or restaurants and such restrictions on hours of operations may be imposed retro-actively if deemed necessary to safeguard the peaceful residential use of neighboring homes.

Policy 1-L-4: Annexation, Rezoning, & Redevelopment of Certain Residential Properties South of Fairbanks Avenue At such time that annexation occurs, the City shall encourage and permit amending the future land use map and redeveloping the isolated pockets of residential properties located along Kentucky and Ogelsby Avenues, south of Fairbanks Avenue from US Highway 17-92 to Interstate 4 to ensure compatible development and to enhance the appearance of the Fairbanks gateway corridor.

Policy 1-L-5: Annexation, Rezoning & Redevelopment of Certain Properties, South of Fairbanks Avenue and West of Formosa Avenue The City shall encourage the annexation and redevelopment of properties in the area south of Fairbanks Avenue and west of Formosa Avenue along Fairbanks, Kentucky, Ogelsby and Crandon Avenue. Prior to or at the time annexation of such properties within this area occurs, the City shall consider amendment to the Future Land Use element to create a future land use designation and a corresponding zoning designation and land development code standards that may permit for this area either mixed use development or mixed use projects with urban scale with parking garage components and notwithstanding other

limitations within the Future Land Use element, permitted floor area ratios consistent with the appropriate future land use designations. Such density and scale of development is deemed compatible given the location on Fairbanks Avenue adjacent to Interstate 4 and to enhance the appearance of the Fairbanks gateway corridor. Roadway abandonments or vacations necessary for assemblage of properties within this area are also encouraged.

Policy 1-L-6: Community Redevelopment Area (CRA) in the West Fairbanks Planning Area The City shall analyze and evaluate the creation of a Community Redevelopment Area (CRA) for all or portions of this West Fairbanks Planning Area.

Policy 1-L-7: Support a Smooth Land Use Transition along the North Side of Fairbanks Avenue with Business Uses Compatible with the Adjacent Neighborhoods The City shall consider future land use changes along the north side of Fairbanks from Lakeview to Shoreview Avenues to commercial to allow business types complimentary to and compatible with the adjacent neighborhoods, such as retail stores and salons provided there are restrictions prohibiting late evening hours, and drive-in components. The City shall ensure compatible development by enforcing architectural design standards as part of the site plan review process and require adequate buffers including architecturally designed capped masonry brick walls landscaped with canopy trees, specimen trees, and shrubs.

Policy 1-L-8: Support Efficient Land Use Development Along the South Side of Fairbanks Avenue Given the City's desire for the aggregation and assemblage of properties along the south side of Fairbanks Avenue for more comprehensive redevelopment along that south side of Fairbanks Avenue, as an important gateway corridor into the City, versus isolated single purpose developments, the City shall only permit via conditional use any drive-in component of business when that business is part of a larger building development program such as via an end-cap use on a larger project.

Policy 1-L-9: Property Redevelopment West of Interstate 4 Given the need for the visibility and convenience of travelers on Interstate highways for quick on-and-off gas station and convenience stores to be proximate to Interstate Four, notwithstanding other limitations in this planning area, the commercial properties on Fairbanks Avenue, west of Interstate Four may be permitted to develop for those purposes.

Policy 1-L-10: Accommodations for the Warehouse & Industrial Land Uses in the Area South of Fairbanks Avenue and north of Minnesota Avenue The City recognizes that previous and future annexations south of Fairbanks Avenue and north of Minnesota Avenue contain existing warehouses and light manufacturing buildings and land uses that were legally developed under the previous Orange County C-3 zoning regulations. As such, while the long term goal of the City is for that area to transition, the City has made and will continue to make accommodations that allow those existing warehouse and light manufacturing businesses to continue to operate and to provide for tenant transitions.

Policy 1-L-11: Provide for & Encourage the Redevelopment of the North Side of Fairbanks Avenue

Given the shallow lot depths on the north side of Fairbanks Avenue, the City shall consider the annexation of properties to the rear/north up to Karolina Avenue and land use designations for parking usage provided that the parking is screened from view by a brick wall, landscape, and ligustrum tree buffer per the template provided by the City; that no driveways are permitted that allow access onto the rear streets and that any lighting has no negative impact on nearby homes.

Policy 1-L-12: Establishment of the West Fairbanks Study Area

The West Fairbanks Study Area is hereby defined as the area south of Fairbanks Avenue, east of Interstate 4, north of Minnesota Avenue and Oglesby Avenue, and west of Nicolet Avenue. As shown on Map FLUM 1-23a, the West Fairbanks Study Area includes three subareas: the Triangle, the Center, and the Industrial.

Policy 1-L-13: Provide for and Encourage the Redevelopment of the West Fairbanks Study Area

The City shall encourage the annexation of properties within the West Fairbanks Study Area to inspire redevelopment.

Policy 1-L-14: Provide for Infrastructure Improvements South of Fairbanks Avenue

The City shall encourage the provision of infrastructure improvements within the West Fairbanks Study Area through a combination of private construction and proportionate share payments.

Policy 1-L-15: Density within the West Fairbanks Study Area

Properties with the Commercial Future Land Use Map designation within the West Fairbanks Study Area shall be allowed to redevelop at a maximum of seventeen (17) dwelling units per acre without the requirement to provide vertically-integrated commercial uses. Density bonus pool units may be used to exceed seventeen (17) dwelling units per acre through the provision of offsite infrastructure improvements.

Policy 1-L-16: Establishment of the Density Bonus Pool

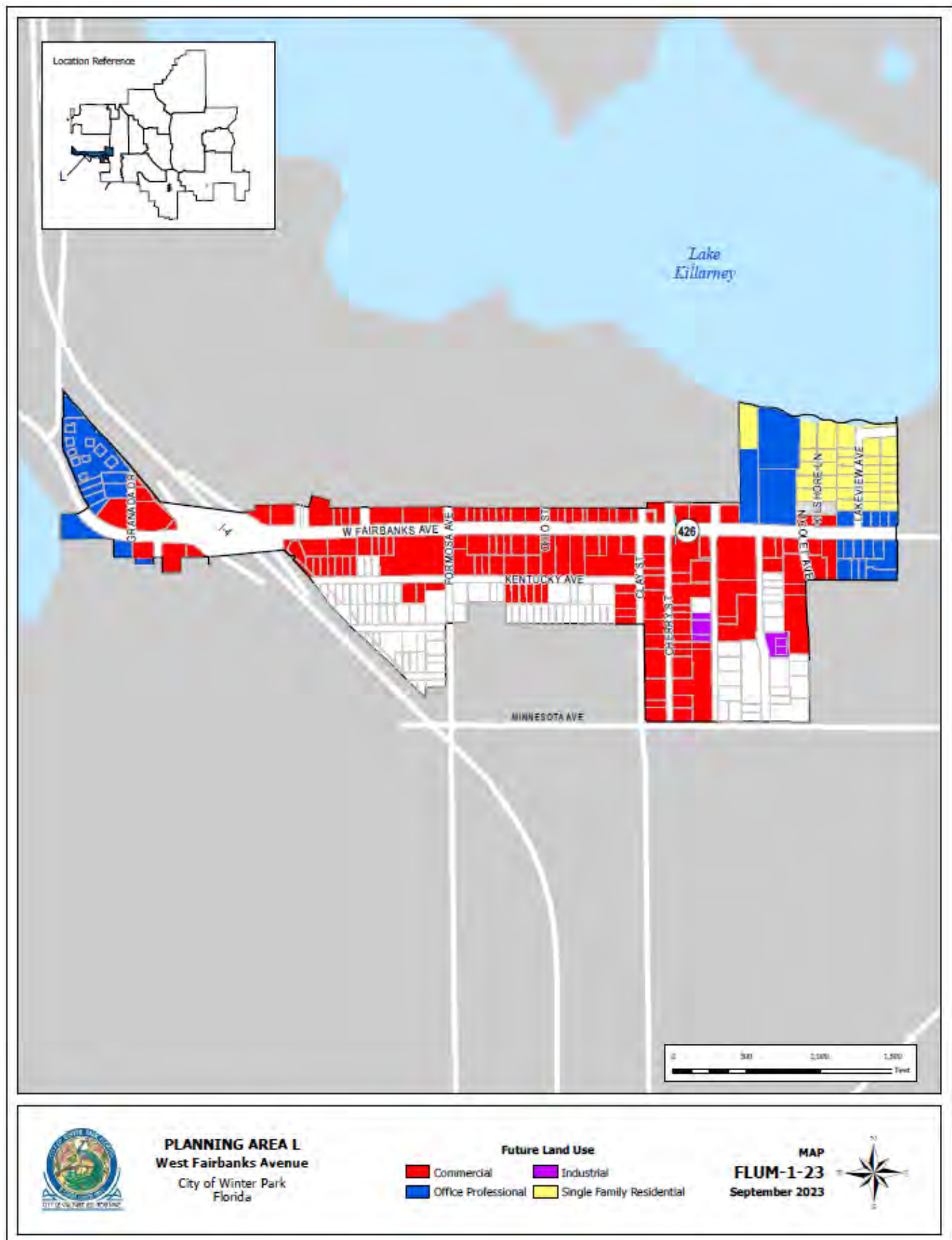
The City shall establish a density bonus pool to encourage the redevelopment of the West Fairbanks Study Area. The intent of this bonus pool is to incentivize offsite infrastructure to the benefit of existing property owners and the City of Winter Park. The density bonus pool shall allow for consideration of up to twenty-five (25) dwelling units per acre and a 1.0 floor area ratio (FAR) for the Study Area.

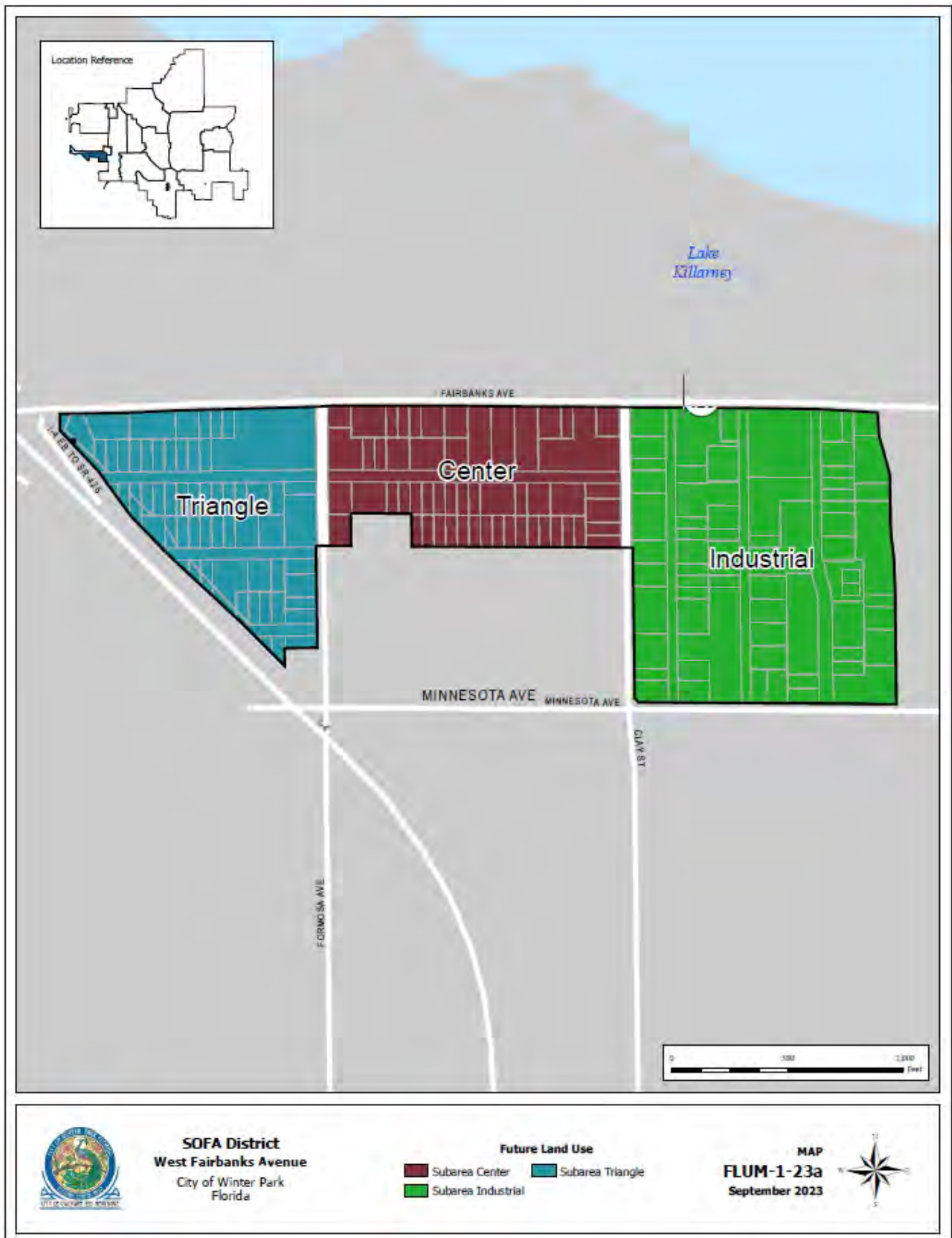
Policy 1-L-17: Additional Bonus for Certified Workforce Housing

The density bonus pool shall allow for an additional bonus of up to five (5) dwelling units per acre per project, for certified workforce housing to serve households with incomes of up to 120% of the Area Median Income.

Policy 1-L-18: Allocation of Density Bonus Pool Units Properties within the West Fairbanks Study Area shall be eligible for the density bonus pool through the provision of offsite infrastructure by subarea. Eligible infrastructure by subarea includes:

1. Triangle Subarea: Road improvements for Formosa Avenue, wastewater infrastructure, shared stormwater ponds
2. Center Subarea: Road improvements for Kentucky Avenue, Oglesby Avenue, Formosa Avenue, and Clay Street; wastewater infrastructure, shared stormwater ponds
3. Industrial Subarea: Road improvements for Clay Street, Cherry Street, Harold Avenue, Jackson Avenue, and Nicolet Avenue; wastewater infrastructure, shared stormwater ponds





City of Winter Park, Florida Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING REGULATIONS" SUBSECTION 58-76 "COMMERCIAL (C-3) DISTRICT" SO AS TO ADD PROVISIONS RELATING TO THE SOUTH OF FAIRBANKS AVENUE (SOFA) DISTRICT AS OUTLINED IN THE COMPREHENSIVE PLAN PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Winter Park takes the position that a business impact estimate is not required by state law for the proposed ordinance.¹ The City of Winter Park may, at its discretion, complete a Business Impact Estimate even for a proposed ordinance that falls under one of the following exemptions. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the City of Winter Park;
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, the City of Winter Park hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): This Ordinance incorporates provisions for the South of Fairbanks Avenue (SOFA) District into the Land Development Code which align with the policies of the Comprehensive Plan, adopted on February 14, 2024, via Ordinance 3291-24, ensuring consistency in guiding growth and development within the SOFA District.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Winter Park, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Winter Park regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

This Ordinance will not impact existing businesses. There are no new charges or fees.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None.

4. Additional information the governing body deems useful (if any): None



City Commission

agenda item 14.c

item type

Public Hearings: Non Quasi-Judicial Matters

meeting date

August 13, 2025

prepared by

Randy Knight, City Manager
Michelle del Valle, Assistant City Manager
Kyle Dudgeon, Assistant Division Director of
Economic Development/CRA

approved by

Randy Knight, City Manager

subject

Ordinance - Authorizing the lease of 711 Orange Avenue to Winter Park Playhouse, Inc. (1st Reading)

motion | recommendation

Approve as requested

background

In conjunction with the Tourism Development Tax (TDT) grant purchase agreement and in conformance to Seciton 2.11(b)(7) of the Charter, approval is required by ordinance for the conveyance or lease of any land of the City. The lease terms identify a twenty-five-year period, consistent with the requirements of the grant, with the potential of two additional ten-year periods subject to approval by the Commission through resolution. The term is set at one dollar per year. The City has the authority to terminate the lease if a breach in the agreement occurs or fails to perform any requirements consistent with TDT grant funding subject to section three.

Several other sections of the agreement provide for return on investment and accountability measures such as performance standards, rent, maintenance, and consistency of use. Section seven of the agreement outlines the potential for a bridge loan which may be required by Orange County as a condition of TDT funding. Should the Playhouse or Orange County require this provision, the City will draft an agreement for approval with terms, schedule, and payments at the sole discretion of the city. Provisions under these lease terms have been reviewed by Orange County and are conditioned upon ordinance approval to receive grant funding.

Per F.S. 166.041(4) documentation is also required related to a business impact estimate, see attached.

alternatives | other considerations

Do not consider the lease agreement

fiscal impact

The initial term of the lease is twenty-five years at one dollar per year. The lease may be extended for up to two additional ten year periods per city approval.

attachments

1. Ordinance Authorizing Lease of Property to Winter Park Playhouse AKA Rev 07-30-2025
2. Exhibit 1 to Ordinance
3. Business Impact Estimate_Ordinance Authorizing Lease of Property to Winter Park Playhouse

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY LOCATED AT 711 ORANGE AVENUE TO THE WINTER PARK PLAYHOUSE, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR USE AS A PERFORMING ARTS VENUE; PROVIDING FOR CONDITIONS PRECEDENT TO EFFECTIVENESS OF THE LEASE; PROVIDING FOR CONFLICTS, NON-CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City of Winter Park (the “City”) intends to acquire fee simple title to the real property located at 711 Orange Avenue, Winter Park, Florida 32789 (the “Premises”), pursuant to a purchase and sale agreement with Winter Park Mercantile & Investment Properties; and

WHEREAS, the acquisition of the Premises is contingent upon the availability of funding through an interlocal agreement with Orange County, Florida, (the “County”) under which the County has agreed to provide Tourist Development Tax (TDT) funding for the acquisition, improvement, and renovation of the Premises as a performing arts venue; and

WHEREAS, Winter Park Playhouse, Inc., a Florida not-for-profit corporation (“Playhouse”), has joined in and consented to the terms of the County funding agreement and desires to lease and operate the Premises as a performing arts venue; and

WHEREAS, the City desires to lease the Premises to the Playhouse upon the terms and conditions set forth in the Lease Agreement attached hereto as **Exhibit 1** (the “Lease”), contingent upon the City closing on the purchase of the Premises; and

WHEREAS, the City Commission deems it advisable and in the best interest of the public to approve the Lease in advance of the City’s acquisition of the Premises in order to satisfy the requirements of the County grant agreement and facilitate the closing of the purchase.

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

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

SECTION 2. APPROVAL OF LEASE. The City Commission hereby approves the Lease, attached hereto as **Exhibit 1** and incorporated herein by this reference; provided,

however, that the Lease shall not become effective or binding upon the City until the City acquires fee simple title to the "Premises". Approval of the Lease is necessary to satisfy requirements of the County grant agreement and to facilitate acquisition of the Premises; but effectiveness of the Lease is expressly contingent upon the City's closing on the purchase and taking title to the Premises.

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

SECTION 4. CONFLICTS. To the extent that Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

SECTION 7. SEVERABILITY. Should any word, phrase, sentence, subsection or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

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:

City Clerk, Rene S. Cranis

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made, entered, and effective on the Effective Date as defined in Section 2 herein by and between the City of Winter Park, a Florida municipal corporation, whose address is 401 South Park Avenue, Winter Park, Florida 32789 (hereinafter referred to as “City”) and Winter Park Playhouse, Inc., a Florida not-for-profit corporation, whose principal address is 711 Orange Ave, Suite B, Winter Park, Florida 32789 (hereinafter referred to as “Playhouse”), collectively the “Parties.”

RECITALS:

WHEREAS, the City owns, or intends to acquire pursuant to a purchase and sale agreement between the City and Winter Park Mercantile & Investment Properties and with funding pursuant to the Funding Agreement defined below, fee simple title to the improved real property located at 711 Orange Avenue, Winter Park, Florida 32789 (the “Premises”); and

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

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

WHEREAS, the City and Orange County, Florida have entered into a funding agreement under which Orange County has agreed to contribute Tourist Development Tax revenues for the acquisition, improvement, and renovation of the Premises for use as a performing arts venue operated by Playhouse, and Playhouse has joined in and consented to such agreement (“Funding Agreement”); and

WHEREAS, Playhouse desires to operate the Premises as a performing arts venue, including theatrical productions and related activities that contribute to the cultural and artistic enrichment of the Winter Park community.

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

1. **Recitals.** The above Recitals are true and correct and are hereby incorporated into this Lease as material provisions hereof.
2. **Effective Date.** This Lease shall become effective upon the governing body of the City of Winter Park’s (“City Commission”) final approval of an ordinance approving this Lease (“Effective Date”).
3. **Term.** The initial term of this Lease shall be twenty-five (25) years commencing on the Effective Date (the “Initial Term”). The Lease may be extended for up to two (2) additional ten (10)-year periods (each an “Extension Term”) only upon the express approval of the Winter Park City Commission by formal resolution. The Playhouse may request such an Extension Term by submitting written notice to the City at least one (1) year prior to the expiration of the then-current term. However, no extension shall be effective unless and until approved by the City Commission following such request. The City shall have no

obligation to approve any Extension Term, and any such decision shall be in the sole discretion of the City Commission.

If the Premises sustain severe damage due to a hurricane, fire, or other disaster, rendering the Premises uninhabitable, the Parties shall in good faith evaluate the feasibility of restoration. If the Playhouse elects not to restore or rebuild or is unable, after due diligence, to restore or rebuild the Premises within a reasonable time, the City may elect to demolish or restore the building at the City's discretion. In such case, this Lease shall terminate and the Playhouse shall have no further obligations under the Lease except for those provisions which survive termination. However, if the Playhouse elects and is able to restore and restores the Premises within a reasonable period, Playhouse shall retain its rights under this Lease, subject to the City's approval of plans and compliance with applicable codes and the Funding Agreement. Any interpretation of this section shall be consistent with the force majeure protections described in Section 17 hereafter.

The City shall have the right to terminate this Lease in the event the Playhouse fails to timely cure its breach or default under this Lease, or for cause, which shall include any of the following:

- a) If Playhouse ceases to operate the Premises as a performing arts venue for six (6) consecutive months (excluding periods due to Force Majeure as defined in Section 17 hereafter) after the Playhouse completes the Improvements, as hereafter defined;
- b) If Playhouse loses its status as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code and fails to cure such loss within ninety (90) days;
- c) If Playhouse fails to materially maintain or repair the Premises as required under this Lease and fails to cure such default within ninety (90) days of written notice from the City;
- d) If Playhouse materially breaches any requirement of the Funding Agreement or the recorded Declaration, and such breach is not cured within the applicable cure period;
- e) Any other material breach or default by Playhouse under the terms of this Lease not cured within the applicable notice and cure period set forth in Section 12 hereafter.

Any such termination by the City shall require written notice specifying the basis for termination and shall not become effective until the expiration of the applicable notice and cure period, if any, as provided above.

All sublease agreements entered into by the Playhouse, if allowed and approved by the City, shall include provisions stating that such subleases are contingent upon this Lease remaining in effect and being in compliance with the Funding Agreement. If this Lease is terminated or expires, all subleases shall also simultaneously terminate, and any sublessees shall be subject to the limitations and restrictions set forth in this Lease.

4. Use & Improvements.

- a) Playhouse acknowledges that it has inspected the Premises prior to the execution of this Lease and accepts the Premises in its current "as is" condition. Playhouse confirms that it has had the opportunity to conduct a thorough inspection of the Premises, understands that there may be defects and issues with the Premises, that significant

work, repairs, and improvements may be required, and accepts all aspects of the Premises, including but not limited to, structural components, fixtures, and systems, in their present state as of the Effective Date without any obligation on the part of the City to make or pay for modifications, repairs, or improvements.

- b) Playhouse may only operate the Premises as a performing arts venue, including theatrical productions and related activities as required by the Funding Agreement. Neither Playhouse nor any sublessee shall conduct any operations on or in the Premises either before 7:00 A.M. or after 11:00 P.M. on any day without advanced written approval from the City.
- c) During the Term and, if approved by the City Commission, any Extension Term, Playhouse shall have the right of possession, operation, and use of the Premises as provided and limited herein. Playhouse shall comply with all applicable laws, ordinances, and regulations, including but not limited to City Code requirements such as signage regulations, setbacks, FAR, and height, in its use and operation of the Premises.
- d) At Playhouse's sole cost and expense, Playhouse shall bring the Premises into compliance with City Code, applicable Americans with Disabilities Act requirements, and any other legally required improvements ("Code Compliance"). If such Code Compliance is not reached within a reasonable timeframe specified by the City, this Lease may be terminated by the City upon at least thirty (30) days' written notice to Playhouse, and the City will not pay Playhouse for any costs incurred or arising out of this Lease.
- e) The Improvements, as hereafter defined, and any other improvements made to the Premises that require a building permit must be properly permitted, inspected, and approved by the City's Building Department. Playhouse is responsible for ensuring compliance with all applicable building codes and regulations. All necessary permits must be obtained prior to the commencement of any work, and Playhouse must schedule and pass all required inspections to obtain final approval from the City's Building Department. Further, all interior and exterior portions of the Premises must be available for inspection by City employees, City insurance evaluators or inspectors, or any other consultant, contractor, or agent hired by the City, provided reasonable notice is given to Playhouse. Playhouse must remedy any deficiencies noted during these inspections promptly. The Premises, Improvements and other improvements thereon must remain in compliance with all applicable City codes and regulations at all times.
- f) Notwithstanding the above agreed-to improvements, Playhouse may not build, construct, alter, demolish, or make any improvements to the Premises, or attach any fixtures in or to the Premises, without the prior written consent of the City. Should Playhouse wish to remove any trees from the Premises, Playhouse must obtain advanced written approval from the City. Subleasing the Premises to third parties is prohibited without prior written consent from the City, at the City's sole discretion. Playhouse assumes all liability for third-party sublessees and is not relieved of any liability imposed by this Lease for actions or inactions of third-party sublessees.

g) Playhouse represents that it is a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code and agrees to maintain such status throughout the Initial Term and, if approved by the City Commission, any Extension Term of this Lease. Loss of such status may be grounds for termination of the Lease, subject to any cure period set forth herein.

h) *Additional Improvements Funded by TDT Grant*

Upon the Effective Date as hereinafter defined, the Playhouse agrees to undertake and manage all Improvements to the Premises funded through remaining Tourist Development Tax (“TDT”) Grant funds provided under the Funding Agreement. Such improvements include, but are not limited to, renovations, enlargements, remodeling, structural enhancements, accessibility modifications, exterior and interior enhancements, and installation or upgrading of fixtures and equipment as specifically outlined in the Grant Application incorporated in the Funding Agreement (collectively the “Improvements”).

The Playhouse shall be solely responsible for managing, coordinating, and performing all aspects of the Improvements, including the selection, hiring, oversight, and payment of contractors, architects, engineers, consultants, and other professionals involved in the work. The Playhouse assumes full responsibility and liability, and shall indemnify and hold the City harmless from the actions, omissions, and defaults of all such parties, including for compliance with all applicable laws, codes, and regulations and having each such party provide insurance as required by the City, naming the City as an additional insured. The City shall have the right to review and approve the plans, specifications, and construction of the Improvements, and no work shall proceed without the City’s prior written approval of such plans and specifications. This paragraph survives termination of this Lease.

The Playhouse shall ensure that the Improvements are completed in a timely and professional manner and shall provide the City with regular updates and documentation necessary to comply with the Funding Agreement. If the Playhouse elects to take occupancy of the Premises prior to substantial completion of the Improvements, Playhouse expressly agrees that its occupancy, operations, rehearsals, performances, or any other use shall not interfere with, delay, disrupt, or increase the costs of any construction activities. The Playhouse shall be responsible for all costs arising from such interference, including any increased costs to contractors or project delays.

Alternatively, the Playhouse may elect to delay physical occupancy until substantial completion of the improvements. If the Playhouse so elects, such election shall not relieve it of its obligations under this Lease, including its payment of Rent, insurance obligations, or maintenance and repair responsibilities, except as explicitly agreed otherwise herein.

The Parties acknowledge that the Funding Agreement permits the City to utilize remaining TDT Grant funds after acquisition of the Property for Improvements. The Playhouse agrees to cooperate with the City to ensure compliance with all conditions of the Funding Agreement and to execute any documents or provide information reasonably required to secure disbursement of TDT funds.

Notwithstanding anything in this Lease to the contrary, including, without limitation, any bridge loan or interim financing provided by the City, the Playhouse shall remain solely responsible for: (i) securing and contributing the full \$2,000,000 in non-TDT funds toward the estimated \$10,000,000 total project cost and (ii) covering any project cost overruns or additional funding needs beyond that amount. The City shall not be obligated to contribute any funds, and any bridge loan provided shall be limited to the portion necessary to satisfy applicable County grant requirements.

5. **Performance Standards.** The following provisions are affirmative obligations of Playhouse and shall be met throughout the Initial Term and, if approved by the City Commission, any Extension Term of this Lease (collectively, the “Performance Standards”), except during periods in which performance is delayed or prevented by a Force Majeure Event, as defined in Section 17 hereafter of this Lease. Any failure to meet the Performance Standards due to such a Force Majeure Event shall not constitute a default provided Playhouse diligently pursues repair and reconstruction:
- A. **Community Engagement and Public Access:** Playhouse shall make good-faith efforts to engage the broader Winter Park community through inclusive programming, which may include outreach performances, partnerships with local organizations, discounted events, or other community-oriented initiatives. These efforts may take place on-site or off-site and may, but are not required to, include no-cost ticketing or public access events.
 - B. **Minimum Use Requirements:** Playhouse shall ensure that the Premises are actively used for theatrical productions, rehearsals, performances, or related cultural programming for a minimum of twenty-five (25) hours per calendar month, averaged over each calendar year.
 - C. **Cultural and Family Programming:** Playhouse shall present a variety of theatrical and cultural programming each calendar year, with a focus on offering inclusive, community-oriented, and culturally enriching performances that reflect the diversity and values of the Winter Park community.
 - D. **City Use of Premises:** Playhouse shall make the Premises available for City-sponsored or City-produced events at no rental charge on dates not already reserved for Playhouse events, subject to the City reimbursing Playhouse for reasonable, documented incremental costs (e.g., opening, closing, staffing, and cleaning for such City events).
 - E. **Educational Programming:** Playhouse shall host at least one fee-based educational program per calendar year for local children, which may include summer camps, workshops, or after-school theatre programs.

- F. Fundraising Obligations: Playhouse shall be responsible for raising all funds necessary to operate, maintain, repair, and replace theatrical and performance-related equipment, and to support programming, outreach, and community engagement consistent with the mission of Playhouse.

Failure by Playhouse to comply with these Performance Standards within thirty (30) days after written notice of noncompliance from the City shall constitute a default under this Lease. If such default is not cured within the thirty (30) day period, the City may, in its sole discretion, grant an additional thirty (30) days if Playhouse demonstrates a good faith effort to cure the default. If the default remains uncured after such extended period, the City shall have the right to terminate this Lease pursuant to the remedies outlined in Section 12 hereafter.

6. **Rent/Deposit.** Commencing on the Effective Date, Playhouse shall pay to the City as rent for the Premises the sum of one dollar (\$1.00) per year (the “Rent”). Rent shall be payable without notice or demand, and without deduction, off-set, or abatement, in lawful money of the United States to the City at the address stated herein for notices or to such other persons or places as the City may designate in writing to Playhouse. Playhouse is responsible for the entire amount of Rent as specified in this Lease. Playhouse’s obligations to pay Rent, as well as all other obligations under this Lease, are not contingent or conditioned upon sublease of any portion of the Premises, the occurrence of performances within the Premises, or any other contingency or condition.

Any realtor or broker fees related to this Lease, this transaction, or any future sublessees shall be the sole responsibility of Playhouse, including commissions, fees, costs, or other compensation owed to realtors or brokers. However, if the City contracts with a broker or realtor in the future concerning the Premises, the City will be responsible for any commissions, fees, costs, or other compensation owed to the City’s contracted broker or realtor.

7. **Bridge Loan by City; Repayment by Playhouse.** In the event the Playhouse is unable to raise the full One Million Six Hundred Thousand Dollars (\$1,600,000.00) in non-Tourist Development Tax (“non-TDT”) funding as required under the terms of the Funding Agreement, the City, subject to approval of the City Commission and at the City’s sole discretion, may, contribute the shortfall amount (the “Bridge Loan”) solely for the purpose of satisfying the County’s requirement for Outside Funds under said Funding Agreement provided the Playhouse has confirmed and documented to the City that the Playhouse has raised at least \$_____ by the Effective Date. The Bridge Loan shall not exceed the actual deficiency between the funds raised by Playhouse and the \$1,600,000.00 requirement.

Playhouse shall be obligated to repay the full amount of the Bridge Loan to the City in accordance with a repayment terms and schedule, acceptable at the City’s sole discretion, as a condition to City agreeing to provide the Bridge Loan. All repayments shall be applied toward the outstanding principal balance of the Bridge Loan. Playhouse’s failure to repay the Bridge Loan in full or to agree to the City’s required repayment terms shall constitute a material default under this Lease.

8. **Possession.** During the Term of this Lease, Playhouse shall have, hold, and enjoy possession of the Premises as limited herein and provided hereinafter, and all rights granted to Playhouse by this Lease are subject and subordinate to the City's reserved rights. Any changes to this Lease require written mutual agreement between the City and Playhouse. Further, the City hereby reserves the right, upon reasonable notice to Playhouse, to access the Premises for inspections.
9. **Maintenance, Repair, Taxes and Assessments.** Playhouse agrees to maintain the Premises, including landscaping, in a neat, clean, and first-class condition. Playhouse is responsible for all maintenance and repair of the Premises and improvements and all matters located thereupon, including repairs, exterior and interior work, maintenance, and pest control, janitorial, and landscaping services in and about the Premises. Without limitation, Playhouse is responsible for all plumbing, electrical, HVAC, lighting, roof, windows, structural components, foundations, and every aspect of the building and improvements on the Premises, at Playhouse's sole cost. Playhouse is responsible for all costs for utilities, taxes, insurance, assessments and other operating needs.
10. **Indemnification / Limitation on Liability.**

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

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

b) *Sovereign Immunity.* City is a municipal corporation and expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with common law and § 768.28, Florida Statutes. Regardless of anything set forth to the contrary in this Lease, nothing in this Lease may be interpreted or otherwise deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of

liability that exist under Section 768.28, Florida Statutes as of the Effective Date, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount provided under Section 768.28, Florida Statutes as of the Effective Date. Nothing in this Lease may inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

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

d) *Survival.* This Section 10 survives cancellation and termination of this Lease.

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

- a) *Commercial General Liability.* Playhouse will provide and maintain a commercial general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. Such policy must be issued on an occurrence basis and include coverage for Playhouse's operations, independent contractors, subcontractors, and broad form property damage coverages protecting itself, its employees, agents, contractors, volunteers, or subsidiaries, and their employees, volunteers, or agents for claims for damages caused by bodily injury, property damage, personal or advertising injury, and products liability/completed operations, including what is commonly known as groups A, B, and C. Such policy or policies must include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by Playhouse or by any of its subcontractors arising from work or services performed under this Lease between the Parties. Public liability coverage must include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly Playhouse's agreement to indemnify, defend, and hold the City harmless as provided in this Lease. The commercial liability policy must

be endorsed to include the City as an additional insured. Coverage for volunteers may be provided via the main Commercial General Liability Policy or a separate, additional Volunteer Liability Policy in the same per occurrence and aggregate amounts as the Commercial General Liability policy. Any such Volunteer Liability Policy must list the City as an additional insured.

- b) *Premises Liability.* Playhouse shall, at its sole expense, procure and maintain during the Initial Term and, if approved by the City Commission, any Extension Term of this Lease, property insurance covering the Premises against all risks of direct physical loss or damage. The insurance policy shall include coverage for fire, vandalism, malicious mischief, extended coverage perils, and any other perils commonly covered under a standard “all risk” or “special form” policy. The property insurance shall be maintained in an amount not less than the full replacement cost of the Premises, excluding the value of the land. The replacement cost shall be determined from time to time at the request of the City. The insurance policy shall 1) name the City as an additional insured and loss payee; 2) contain a waiver of subrogation rights by the insurer against the City; 3) be primary and non-contributory with respect to any insurance maintained by the City; and 4) include an endorsement requiring the insurer to provide at least thirty (30) days’ written notice to the City prior to any cancellation, non-renewal, or material change in coverage. In the event of loss or damage to the Premises, the insurance proceeds shall be used for the repair or restoration of the Premises. If the insurance proceeds are insufficient to complete such repair or restoration, Playhouse shall be responsible for the deficiency.
- c) *Automobile Liability.* Playhouse will provide coverage for all owned and hired vehicles with limits of not less than \$500,000 per occurrence and \$1,000,000 in the aggregate for bodily injury and property damage. Such policy shall be for “Any Auto,” Coverage Symbol 1, providing coverage for all vehicles operated regardless of ownership, and protecting Playhouse, its employees, agents, or lessees or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The City must be endorsed as an additional insured under this policy.
- d) *Workers’ Compensation.* Playhouse will provide full and complete Workers’ Compensation coverage as required by Florida state law, as well as Employer’s Liability coverage of not less than \$100,000.
- e) *Employee’s Honesty Insurance (Fidelity Insurance).* Playhouse agrees to purchase a blanket fidelity bond covering all officers, employees, and agents of Playhouse holding a position of trust and authorized to handle funds received or disbursed under this Lease. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond will provide coverage of no less than \$10,000 per occurrence.
- f) *Primary and Excess Coverage.* Any insurance required herein may be provided using primary and excess policies providing functionally equivalent coverage.
- g) *Deductibles.* The City is not responsible or liable for the payment of any deductibles for any claims arising out of or related to Playhouse’s business or any subcontractor performing work or services on behalf of Playhouse or for Playhouse’s benefit under this Lease.

- h) *Cancellation Notices.* During the Term of this Lease, Playhouse is responsible for promptly advising and providing the City's Risk Management Department with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the City under this Lease within two (2) business days of receipt of such notice or change.
 - i) *Insurance for Third Party Contractors and Vendors.* Playhouse and any sublessees of the Premises shall provide the City with reasonable advance notice of any vendors, contractors, and other entities Playhouse or sublessees engages, hires, or otherwise invites to perform or provide services on City owned property, and the City's risk manager may require any such entity to enter into an indemnification, defense, and hold harmless agreement with the City in a form satisfactory to the City and acquire such insurance coverage as deemed reasonably necessary by the City's risk manager to protect the City from and against any damages or claims arising from any such entity's activities on City property, as a condition of providing or performing services on City owned property.
 - j) *Liquor Liability Insurance.* If alcohol will be sold or served on the Premises, Playhouse must obtain and maintain Liquor Liability Insurance with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Liquor Liability Insurance must be included in Playhouse's overall insurance requirements and a certificate of insurance evidencing this coverage must be provided to the City prior to the sale or service of alcohol. The policy must name the City as an additional insured.
 - k) *Survival.* The provisions of this section 11. Insurance survive cancellation and termination of this Lease.
12. **Default.** It is agreed between the Parties that if either Party defaults or breaches any covenant or provision of this Lease, then the non-defaulting Party, after giving the other Party ninety (90) days prior written notice of such default plus a reasonable opportunity to cure, except for nonpayment of Rent for which a five (5) day notice shall apply, if not timely cured, may seek any legal remedy available under Florida law unless otherwise provided herein. Playhouse's sole remedies for any breach or default of this Lease by the City shall be to terminate this Lease and surrender possession of the Premises or an action for specific performance. Playhouse waives all monetary damage and remedies. An action for specific performance must be filed by Playhouse within one (1) year from the date of the first breach or default of this Lease or else such cause is waived and barred. If Playhouse defaults or breaches any covenant or provision of this Lease, then the City has the right to terminate the Lease and bring any action allowed by law, including an action for injunction, specific performance, or other equitable relief, or an action to recover rent or seek damages. The City shall be entitled to recovery from Playhouse all costs and expenses incurred by the City in recovering possession of the Premises, placing the same in good order and condition, and reletting the same, including, without limitation, reasonable attorney's fees and costs. Further, in the event Playhouse breaches this Lease and fails to timely cure any such breach, the City, without waiving its rights to pursue all available remedies, may apply and offset any portion of such breach by using any or all of the Deposit.

Failure by Playhouse to properly manage or complete the Improvements in compliance with this Lease or the Funding Agreement, including any acts or omissions by its

contractors or subcontractors that result in substantial disruption, delay, or noncompliance, shall constitute a default.

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

13. **Attorneys' Fees.** In the event of litigation relating to this Lease or any matters contemplated by this Lease each Party shall bear its own attorneys' fees and costs.
14. **Binding on Successors and Assigns.** Each provision of this Lease performable by either Party hereto will be deemed both a covenant and a condition. The terms, conditions, and provisions of this Lease are binding upon and inure to the benefit of each of the Parties hereto, their heirs, personal representatives, and successors and assigns; provided, however, this Lease may not be assigned or sub-let in whole or in part by Playhouse without the prior written consent of the City in the City's sole discretion.
15. **Notices.** Any and all notices to be delivered hereunder shall be in writing and are deemed to be delivered:
 - a) when hand-delivered to the person hereinafter designated,
 - b) on the date of deposit in the United States Mail, return receipt requested, or
 - c) on the date such notice is given into the possession of a national delivery company, including but not limited to Federal Express, for delivery requiring signature acceptance,

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

City: City of Winter Park
Attention: Division Director
Office of Management & Budget
401 South Park Avenue
Winter Park, Florida 32789

Copy to: Fishback Dominick LLP
City Attorney – Winter Park
1947 Lee Road
Winter Park, FL 32789

Playhouse: _____
Attention: _____

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16. **Holdover.** If Playhouse remains in possession of the Premises after the expiration of the Initial Term or, if approved by the City Commission, any Extension Term, Playhouse shall be deemed to occupy the Premises on a month-to-month tenancy under the same terms and conditions of this Lease, except that the monthly rent shall be a reasonable market rate determined using comparable commercial properties in the area and consistent with local industry standards. Such rent shall be payable to the City within five (5) calendar days of the start of each monthly term. Nothing in this provision shall be construed to require the City to accept a holdover tenancy. The City reserves the right to refuse any month-to-month arrangement, reject any tendered rent, and pursue any available legal remedies, including eviction or ejectment, if Playhouse fails to vacate the Premises upon the expiration of the Lease and demand by the City.
17. **Time.** Time is of the essence to this Lease. Neither Party may be required to perform any term, covenant or condition of this Lease so long as such performance is delayed or prevented by force majeure, which will mean any acts of God, strike, lockout, material or labor restriction by any governmental authority, civil riot, pandemic, or any other cause not reasonably within the control of such Party and which by the exercise of due diligence such Party is unable, wholly or in part, to prevent or overcome.
18. **Public Records.** Pursuant to § 119.0701(2)(a) and (b), Florida Statutes, the City is required to provide **Playhouse** with this statement and establish the following requirements as contractual obligations pursuant to the Lease:

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

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

- a) Keep and maintain public records required by the City to perform the services hereunder.

- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested public records or allow such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease and following completion or termination of the Lease if Playhouse does not transfer the records to the City.
- d) Upon completion or termination of the Lease, transfer, at no cost, to the City all public records in the possession of Playhouse or keep and maintain such records required by the City to perform the service. If Playhouse transfers all such records to the City upon completion or termination of the Lease, Playhouse shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Playhouse keeps and maintains such records upon completion or termination of the Lease, Playhouse shall meet all applicable requirements for retaining public records as set forth in the applicable retention schedule for State and Local Government Agencies, which schedule is published and maintained by the Florida Department of State, Division of Library and Information Services. All such records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) If surveillance is installed on the Premises, the recorded surveillance data must be made available to the City upon request. Surveillance data provided to the City may constitute a public record subject to applicable exemptions and the City will preserve and manage such records in accordance with applicable laws and regulations. For the purpose of this subsection, "surveillance data" is not intended to include proprietary recording of performances.

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

Playhouse acknowledges that failure to provide public records as defined under Chapter 119, Florida Statutes, to the City within a reasonable time may result in the assessment of penalties under § 119.10, Florida Statutes. Playhouse further agrees not to release any such public records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City. The Parties agree to indemnify, defend, and hold each other harmless from and against any and all claims, damage awards, penalties, sanctions, and causes of action arising from either Party's failure to comply with the public records disclosure requirements of § 119.07(1), Florida Statutes, or by the

Party's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Each Party authorizes the other to seek declaratory, injunctive, or other appropriate relief against the other from a Circuit Court in Orange County, Florida, on an expedited basis to enforce the requirements of this section. This Section 18 shall survive the expiration or termination of this Lease.

19. **Applicable Law.** The laws of the State of Florida govern the validity, performance, and enforcement of this Lease.
20. **Severability.** The invalidity or unenforceability of any provision, term, paragraph, sentence, or word of this Lease as determined by a court of competent jurisdiction will not affect or impair the remainder of the Lease, unless such invalidity or unenforceability frustrates the primary purpose of the Lease or renders it inequitable to either Party. Should such invalidity or unenforceability frustrate the primary purpose of this Lease or render it inequitable to either Party, the invalid or unenforceable terms of this Lease shall be construed by the court in a manner that effectuates the Parties' intent and the remainder of the Lease shall remain in full force and effect.
21. **Survival.** Those provisions, which by their nature are intended to survive the expiration, cancellation, or termination of this Lease Agreement, including, by way of example only, the indemnification and public records provisions, will survive the expiration, cancellation, or termination of this Lease Agreement.
22. **Entire Agreement.** This Lease contains all the terms and conditions agreed to by the Parties. No other agreement, oral or written, regarding the subject matter of this Lease shall be deemed to exist or to bind either Party hereto excluding the Funding Agreement. In the event the City does not acquire the Premises on or before ninety (90) days after the Effective Date, this Lease shall be null and void.
23. **Venue.** Exclusive venue in any action to construe or enforce the provisions of this Lease will, if in state court, be in the Circuit Court of and for Orange County, Florida, or, if in federal court, be in the United States Middle District of Florida, Orlando Division. Furthermore, this Lease is governed by and to be interpreted under the laws of the State of Florida.
24. **Incident Reporting.** Each Party agrees to notify the other in writing within three (3) business days of any occurrence of any incident or action giving rise to potential liability, including, but not limited to, lawsuits, injuries, or allegations of abuse or neglect made against Playhouse, related to this Lease; however, such notice will not be required in the event that more immediate filing is required to preserve a cause of action or administrative right due to an administrative deadline, applicable statute of limitations, or statute of repose. Any incidents that occur on the Premises that may result in a claim must be documented, including all available details at the time. This documentation, along with any relevant surveillance data, must be provided to the City within three (3) business days of the occurrence. Additionally, any legal documents delivered to Playhouse regarding incidents that occur on the property must be promptly shared with the City.
25. **No Waiver.** Continued performance or failure to perform or exercise any rights by either Party after a default or violation of any of the terms, covenants, or conditions herein may

not be deemed a waiver of any right to terminate this Lease or elect any other remedy or action, nor may it be construed or act as a waiver for any subsequent default.

26. **Non-assignability.** Playhouse may not assign any or all of its rights or obligations under this Lease without the prior written consent of the City Commission, which assignment may be agreed to, denied, or conditioned in part or in whole as the City Commission deems appropriate in its sole discretion. Failure to comply with this section may result in immediate termination of this Lease.
27. **Third Party Beneficiary.** This Lease is solely for the benefit of the Parties signing hereto, and no right nor any cause of action may accrue to or for the benefit of any third party.
28. **No Joint Venture.** It is mutually understood and agreed that nothing contained in this Lease may be construed as creating or, in any way, create or establish a relationship as partners or joint ventures between the Parties hereto or cause Playhouse to be or become an agent or representative of the City for any purpose or in any manner whatsoever.
29. **E-Verify Compliance.** Playhouse affirmatively states, under penalty of perjury, that in accordance with § 448.095, Florida Statutes, Playhouse is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Playhouse requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Playhouse is otherwise in compliance with §§ 448.09 and 448.095, Florida Statutes. City's good faith belief that Playhouse is employing unauthorized aliens in the State of Florida in violation of § 448.095, Florida Statutes, shall be just cause for unilateral termination of this Lease effective immediately, and Playhouse shall be liable for additional costs incurred by City due to the termination of the Lease.
30. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to § 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Playhouse hereby certifies that Playhouse is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Playhouse further hereby certifies that Playhouse is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Playhouse understands that pursuant to § 287.135, Florida Statutes, the submission of a false certification may subject Playhouse to civil penalties, attorney's fees, and/or costs. Playhouse further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Playhouse (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel

List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

31. **Nondiscrimination.** Playhouse shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
32. **Compliance with Laws.** Playhouse agrees to comply with all laws, codes, rules, and regulations, including those of the Federal, State, and local agencies having jurisdiction.
33. **Taxes.** Playhouse is responsible for the payment of any and all real property taxes and/or assessments that may be assessed relating to the Premises, including ad valorem, non-ad valorem, special assessments, and taxing district fees, applicable to the Premises and any sales and use tax levied upon the rent payable by Playhouse under this Lease
34. **Human Trafficking.** Pursuant to Section 787.06(13), Florida Statutes, the Playhouse shall submit to the City, upon execution of this Lease or, if approved by the City Commission, any renewal or extension of this Lease, an affidavit signed by an officer or representative of Playhouse under penalty of perjury attesting that the Playhouse does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
35. **Conflict with Funding Agreement.** The Parties agree to comply with all applicable terms and conditions of the Funding Agreement for the duration of its term. In the event of any conflict between the provisions of this Lease and the Funding Agreement, the terms and conditions of the Funding Agreement shall control and govern to the extent necessary to resolve the conflict. The Parties agree to cooperate in good faith to amend this Lease, if necessary, to maintain consistency with the Funding Agreement and to avoid any breach or noncompliance by either Party. Playhouse acknowledges that the Premises are subject to certain restrictive covenants recorded in connection with the Orange County grant funding (the Declaration required by the Funding Agreement). Playhouse agrees that its use and operation of the Premises shall remain consistent with such covenants throughout the Initial Term and, if approved by the City Commission, any Extension Term of this Lease.

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

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

Signed, sealed, and delivered in
the presence of:

CITY:

CITY OF WINTER PARK, a Florida
municipal corporation.

Witness

Sheila DeCiccio, Mayor

Print

Date: _____

Witness

Print

PLAYHOUSE:

**WINTER PARK
PLAYHOUSE, INC.**, a
Florida non-profit

Witness

Print

By: _____

Witness

Date: _____

Print

City of Winter Park, Florida Business Impact Estimate

Posted Date: _____

Proposed ordinance's title/reference:

Ordinance - Authorizing the lease of 711 Orange Avenue to Winter Park Playhouse, Inc

This Business Impact Estimate (BIE) is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Winter Park takes the position that a business impact estimate is not required by state law for the proposed ordinance.¹ The City of Winter Park may, at its discretion, complete a Business Impact Estimate even for a proposed ordinance that falls under one of the following exemptions. This Business Impact Estimate may be revised following its initial posting.

If the ordinance is exempt, please check the appropriate box below. Continue to Page 2, if a BIE is required.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☒ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the City of Winter Park;
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, the City of Winter Park hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Winter Park, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Winter Park regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

If any of the above are applicable, please explain:

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):