City Commission
Regular Meeting

Agenda
August 27, 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) 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 - Maria Bryant**

3. **Pledge of Allegiance**

4. **Approval of Agenda**

5. **Mayor's Report**

a.	Welcome - Rollins College President Brooke Barnett	5 minutes
b.	Welcome - Winter Park High School Principal Dr. Michael Meechin	5 minutes
c.	Summer Youth Employment Program Participants FY2025	5 minutes

6. **Citizen Budget Comments**

7. **City Manager's Report**

a.	Orange County Redistricting Update	5 minutes

8. **City Attorney's Report**

9. **Non-Action Items**

a. Red Light Camera Survey

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, August 13, 2025.	1 minute
b.	Approve the minutes of the work session, August 14, 2025.	1 minute
c.	Approve the following formal solicitations:	1 minute
d.	Approve the following piggyback contracts:	1 minute

1. Vehicle Service Group, LLC - GSA #GS-07F-294AA - Transportation & Logistics Services Motor Vehicle (non-Combat) and Industrial; For the purchase and installation services for a vehicle lift to support Fleet Division operations. Contract Term: Through June 30, 2028; Not to Exceed: $100,000
2. Xylem Dewatering Solutions, Inc. - Hillsborough County #ITB-23-

24430 - Hurricane Season Contingency Portable Pump Rental; For rental and maintenance of pumps to support emergency bypass operations at Water & Wastewater lift stations. Contract Term: Through January 31, 2027; Not to Exceed: $200,000

3. Premier Power Maintenance - Florida Municipal Power Agency (FMPA) #2022-034 - Substation & Generating Station Maintenance Services; For contracted services to assist staff and support City operations. Contract Term: Through February 28, 2026; Not to Exceed: $200,000

e. Approve the following contracts: 1 minute

1. RFQ20-24 - Vision Urban, LLC - Urban Design Advisor; For professional consulting services to support city staff with active and potential future projects. Contract Term: September 18, 2026
2. FY23-53 - PNC Equipment Finance, LLC - Golf Cart Lease; For the lease of golf carts to support operations at the City golf courses. Contract Term: Through September 25, 2026; Not to Exceed: $100,000

f. Approve the following purchases: 1 minute

12. Action Items Requiring Discussion

a. Designation of funds from Fairbanks Village rentals. 5 minutes

b. Winter Park Playhouse Bridge Loan 15 minutes

13. Public Hearings: Quasi-Judicial Matters

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

a. Resolution 2304-25 - Request by Jordan Lofton to designate her home at 1645 North Park Avenue, built in 1924, zoned R-1A, as a historic resource on the Winter Park register. 5 minutes

14. Public Hearings: Non Quasi-Judicial Matters

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

a. Ordinance 3353-25 - Authorizing the lease of 711 Orange Avenue to Winter Park Playhouse, Inc. (2nd Reading) 10 minutes

b. Ordinance 3351-25 - 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 20 minutes the restrictions of Section 28 of Chapter 2025-190, Florida Statutes. (2nd Reading)

c. Ordinance 3352-25 - 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. (2nd Reading) — 15 minutes

15. City Commission Reports

16. Summary of Meeting Actions

17. Adjournment

City Commission

agenda item 5.a

item type
Mayor’s Report

meeting date
August 27, 2025

prepared by
Clarissa Howard, Director of Communications

approved by
Randy Knight, City Manager

subject
Welcome - Rollins College President Brooke Barnett

motion | recommendation

background
On July 1, 2025, Brooke Barnett became the 16th president of Rollins College, succeeding Grant Cornwell. Barnett joined Rollins after a distinguished tenure as provost and executive vice president for academic affairs at Butler University in Indianapolis. Prior to this, Barnett served as dean and professor of communication at Butler’s College of Communication, where she developed and implemented strategies that increased enrollments, doubled college-based endowment support, and facilitated the expansion of the graduate program.

Before coming to Butler, she held key leadership roles focused on academic and inclusive excellence at Elon University, securing several major and planned gifts and co-creating the Center for Access and Success to help students from all backgrounds have access to and succeed in higher education.

Barnett earned a BA in English and communication studies from Georgetown College as well as an MA in journalism and PhD in mass communication with a concentration in law and visual communication from Indiana University. While pursuing her advanced degrees, she worked as a journalist for local news outlets with a focus on cultural and political issues and eventually served as news director at WTIU News producing broadcasts and public affairs and documentary programming.

More information regarding President Barnett can be accessed at https://www.rollins.edu/news/brooke-barnett-named-16th-president-of-rollins/.

alternatives | other considerations

fiscal impact

attachments

None

City Commission

agenda item
5.b

item type
Mayor's Report

meeting date
August 27, 2025

prepared by
Clarissa Howard, Director of Communications

approved by
Randy Knight, City Manager

subject
Welcome - Winter Park High School Principal Dr. Michael Meechin

motion | recommendation

background

alternatives | other considerations

fiscal impact

attachments
None

City Commission

agenda item 5.c

item type
Mayor's Report

meeting date
August 27, 2025

prepared by
Kyle Dudgeon, Assistant Division Director of Economic Development/CRA

approved by
Randy Knight, City Manager

subject
Summer Youth Employment Program Participants FY2025

motion | recommendation

background
The Summer Youth Enrichment Program (SYEP) is funded by the Community Redevelopment Agency and focuses on preparing future generations of this community for the challenges and rewards of hard work and education. The mission of this program is as follows:

"To provide CRA youth with enriching summer experiences that will introduce them to the business world, further their sense of responsibility, provide an educational experience, and expose them to new life experiences, leading to stronger character and understanding of the world around them."

Since 2008, the program is responsible for over 200 graduates including those represented here today. The program is administered through the Parks and Recreation Department and our local non-profits and businesses within the City of Winter Park.

alternatives | other considerations

fiscal impact

attachments
None

City Commission

agenda item 7.a

item type City Manager's Report	**meeting date** August 27, 2025
prepared by Randy Knight, City Manager	**approved by** Randy Knight, City Manager

subject

Orange County Redistricting Update

motion | recommendation

background

As of the August 18th redistricting committee meeting, two of the previously accepted maps were modified and replaced. Neither of those modifications helped or hurt our cause. There are still seven total maps in consideration. The numbering and naming system caused confusion so the maps are now being referred to by the number of the order in which they were originally accepted. Attached are the remaining maps. The numbers I put on the top left corner is the new reference for each. Here is a summary of what remains:

Map 1: Formerly Auffant-1. This map groups Winter Park with Maitland, Eatonville, College Park and part of Pine Hills. Overall, I think this map meets our established criteria.

Map 2: Formerly Washington 2: This map groups Winter Park with Maitland, Eatonville, College Park, Lockhart and parts of northern Orlando. This was one of our original preferred maps and has a huge amount of support from the western Orange County communities. It received more public support than any other map last night. However, Commissioners Semrad and Uribe spoke against this map. It splits Uribe's current district into 4 redrawn districts. Commissioner Semrad went as far as to say "don't send the Commission this map because 4 of the 7 commissioners don't support it and it will be rejected". It seems like this one is dead in the water.

Map 3: Formerly Bagga 2: This map groups Winter Park with Maitland and Apopka and goes all the way to the Lake County line. I sense that this map does not have a lot of support, but the committee preferred keeping this one over the amended version that was proposed.

Map 4: Formerly Callan 2: This map groups Winter Park with Maitland, Eatonville, College Park, Lockhart and northern Orlando. Interestingly, after Commissioner Uribe spoke against

Washington 2, now Map 2, she sat next to me and asked if Winter Park still likes Callan 2, as if to imply she supports Callan 2. Another factor in this map's favor is that Maitland sent a formal letter to the committee supporting this map and urging the committee to keep Maitland with Winter Park.

Map 5: Formerly Henry 1: Groups Winter Park and Maitland with all of east Orange County similar to our current District 5 that we are in.

Map 6B: Replaced Auffant 2: Very similar to Map 5 above, as if is similar to our current District 5.

Map 7A: Replaced Henry 2: This is probably the worst map for Winter Park based on our established criteria, but seems to have a lot of support from the current District 6 community. This revised map was accepted 15-0 by the committee last night. Like Map 5 and 6B above, it is similar to the current District 5, but it splits Maitland off to a new District 7. So, Winter Park's ability to elect a commissioner closer to our location is further watered down.

The next meeting is scheduled for August 28th with the plan to reduce it to two maps, still allowing for shifting of lines within these maps.

alternatives | other considerations

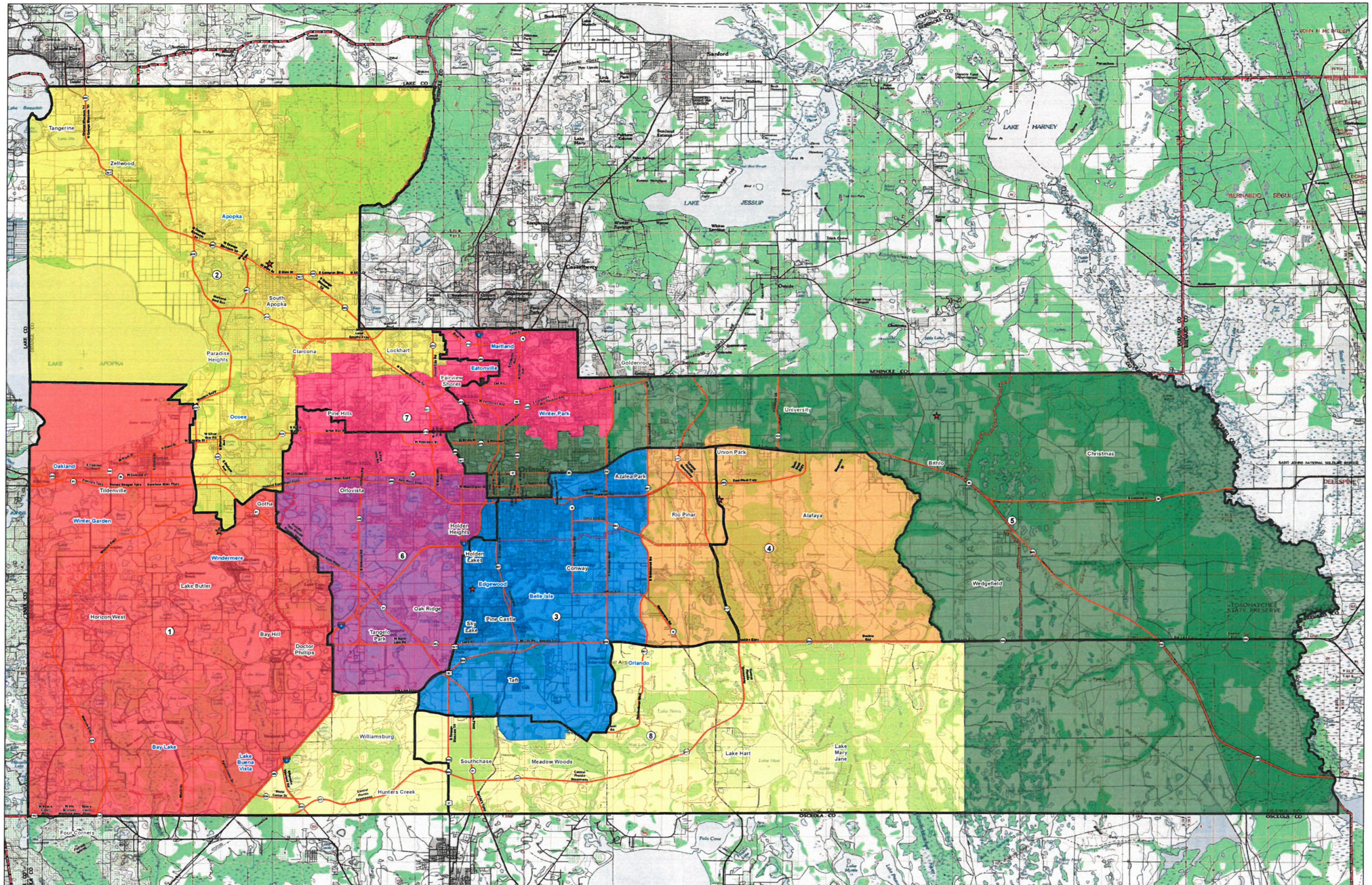
fiscal impact

attachments

1. Active Maps following 0818.25 meeting

Map 1

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



Legend

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

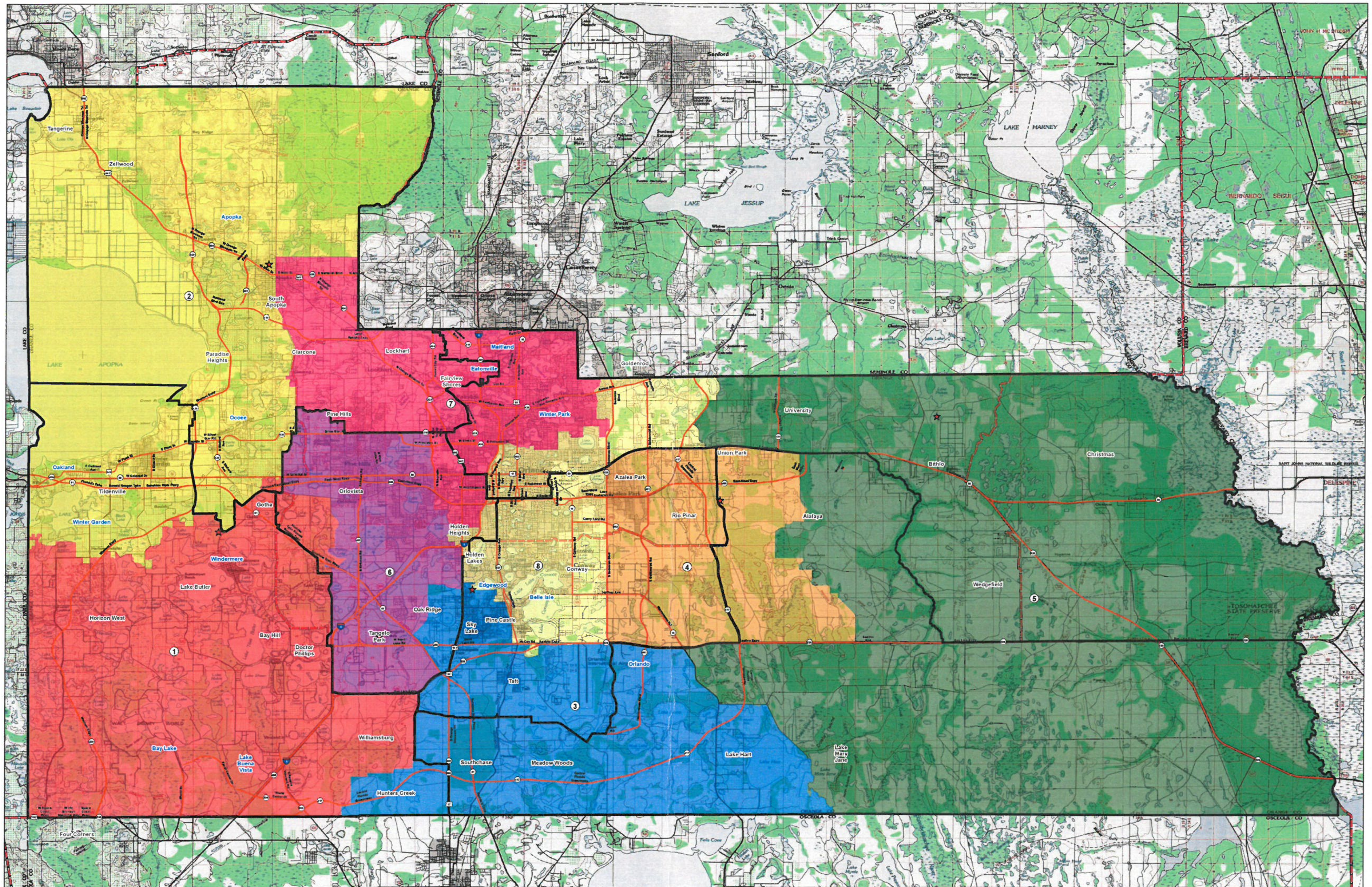
N S E W

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 — 1 — 4 — 7

Current_Districts — 2 — 5 — 8

★ County Commissioners — 3 — 6 — Major Roads

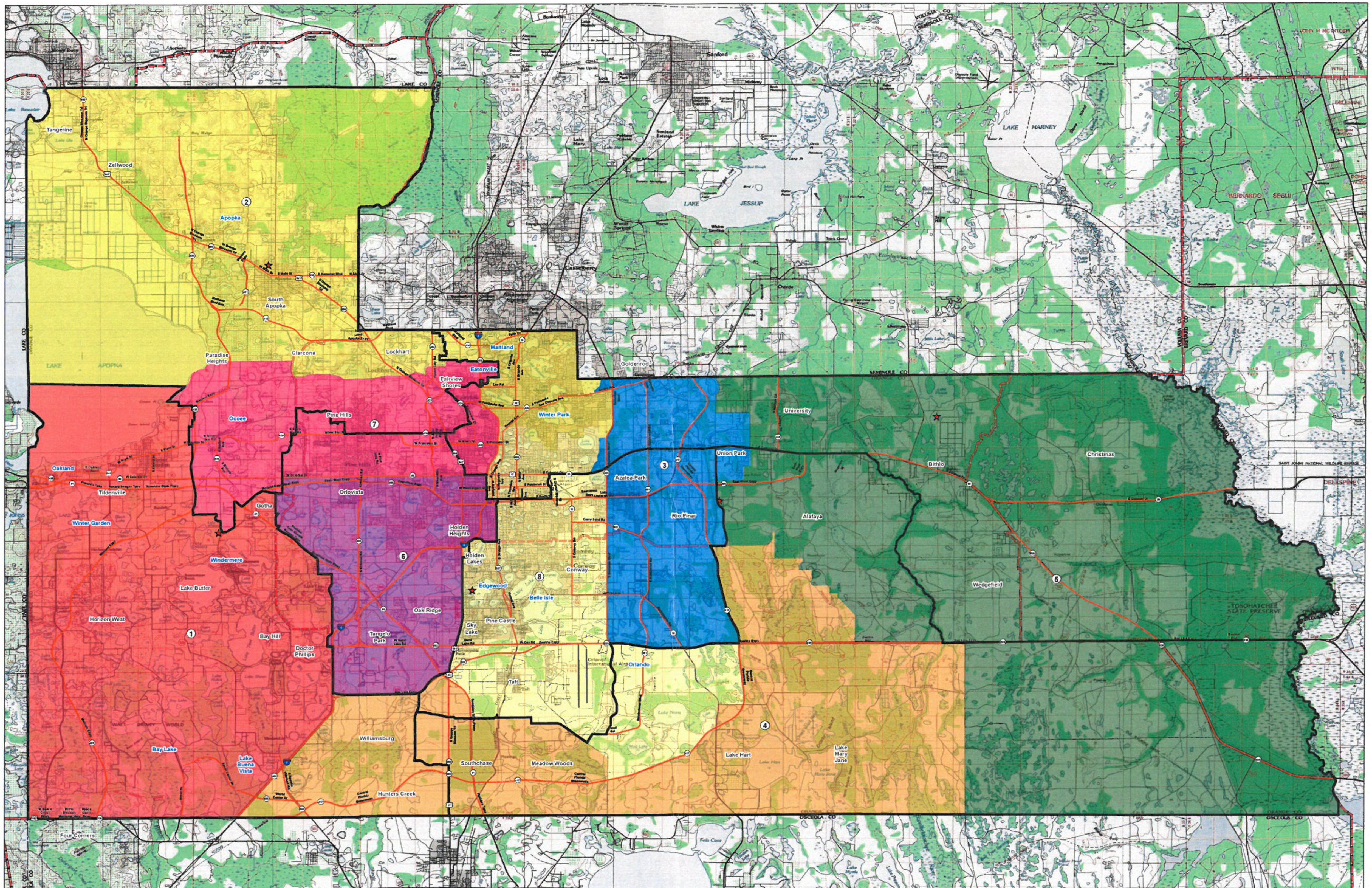
N W E S

0 2.5 5 10 Miles

ARCBridge Consulting & Training, Inc.

Map 3

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



Legend

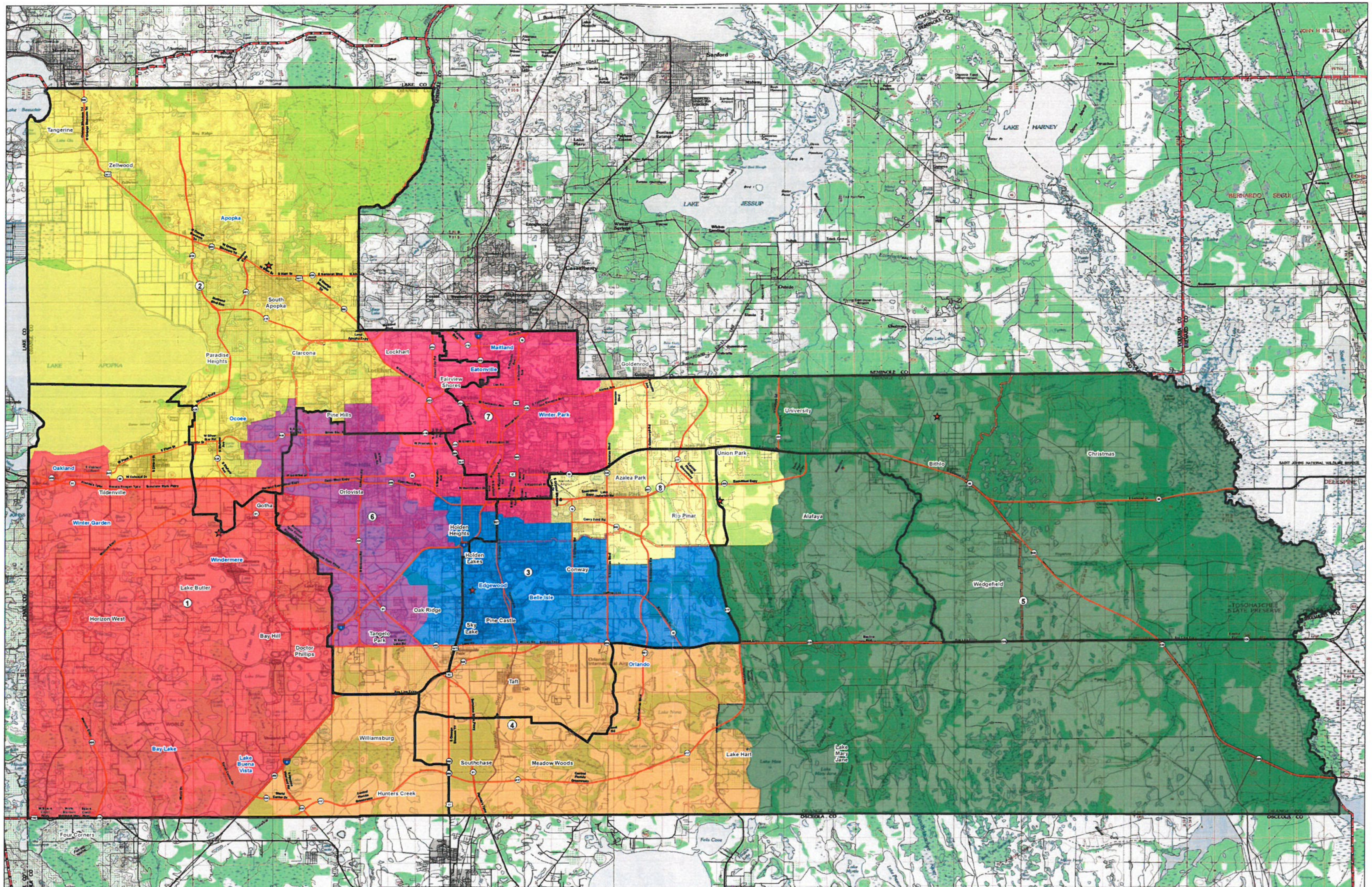
Congressional Districts | 1 | 4 | 7
Current_Districts | 2 | 5 | 8
★ County Commissioners | 3 | 6 | Major Roads

0 2.5 5 10 Miles

ARCBridge Consulting & Training, Inc.

Map 4

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



Legend

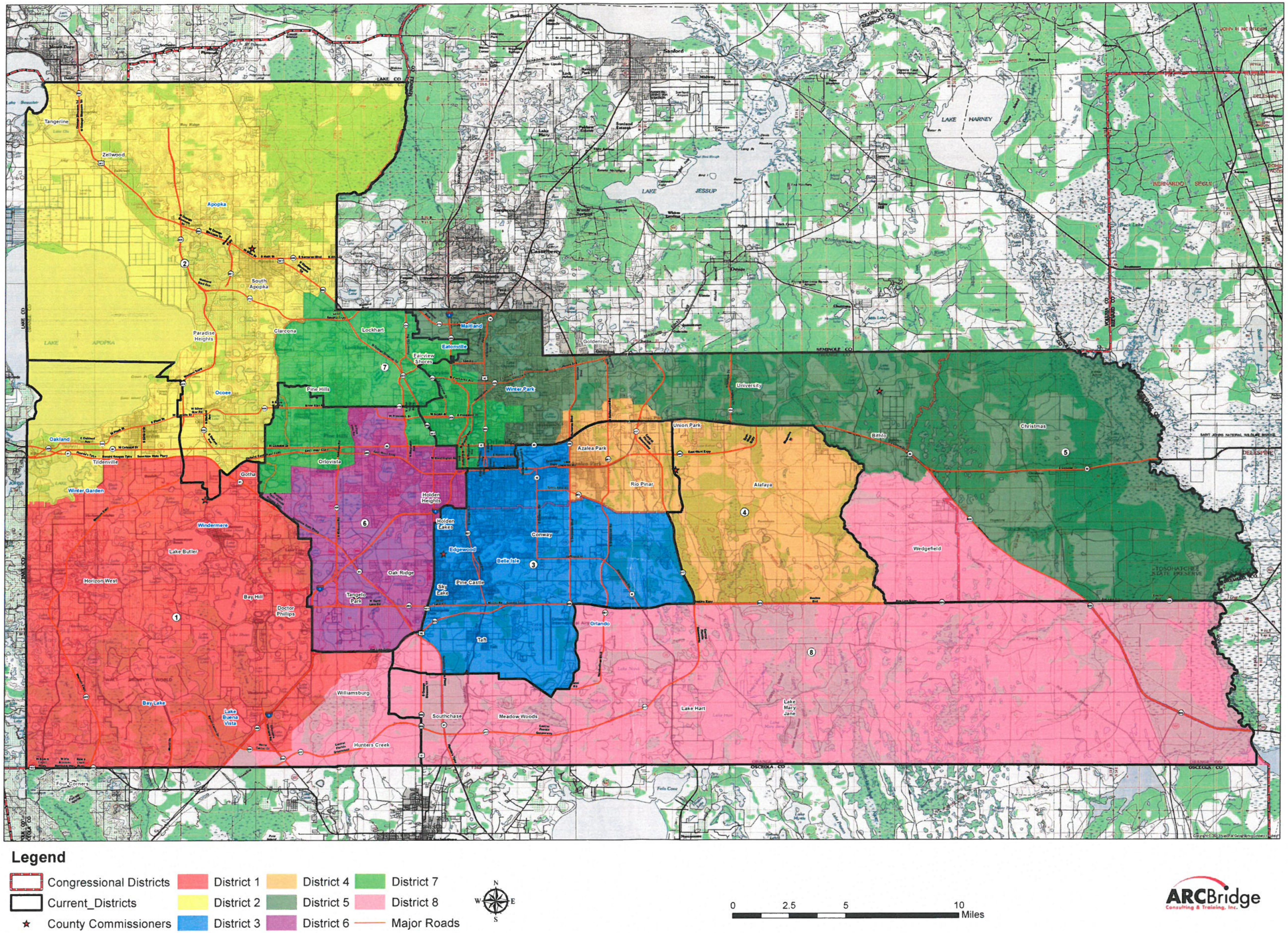
Congressional Districts		1		4		7	
Current_Districts		2		5		8	
County Commissioners		3		6		Major Roads	

0 2.5 5 10 Miles

ARCBridge Consulting & Training, Inc.

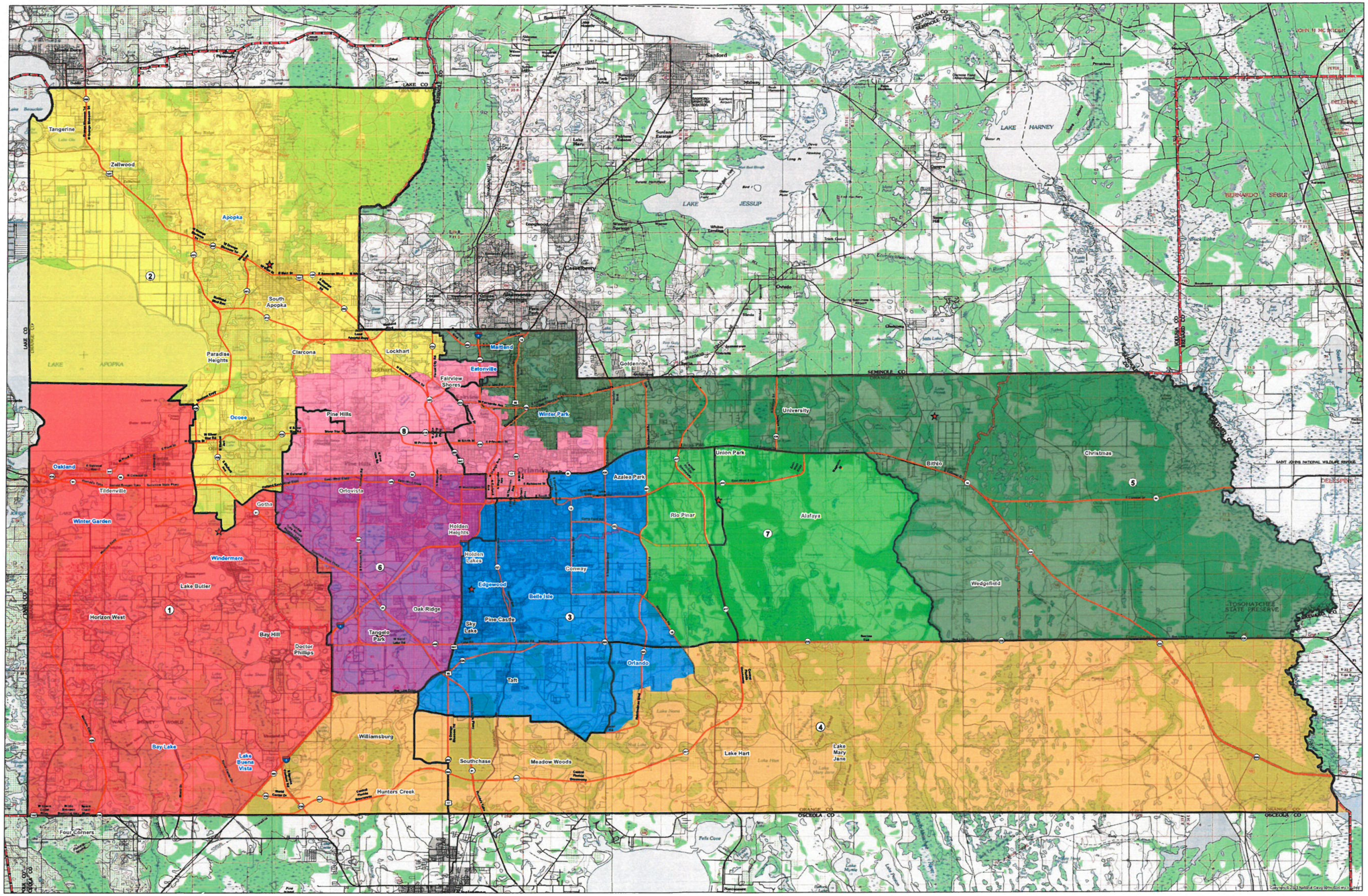
Map 5

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



6B

Map-6B (Auffant-2 Amendment-2) submitted by Pedro Rodriguez
Sponsored by Committee Member James Auffant - D5



Legend

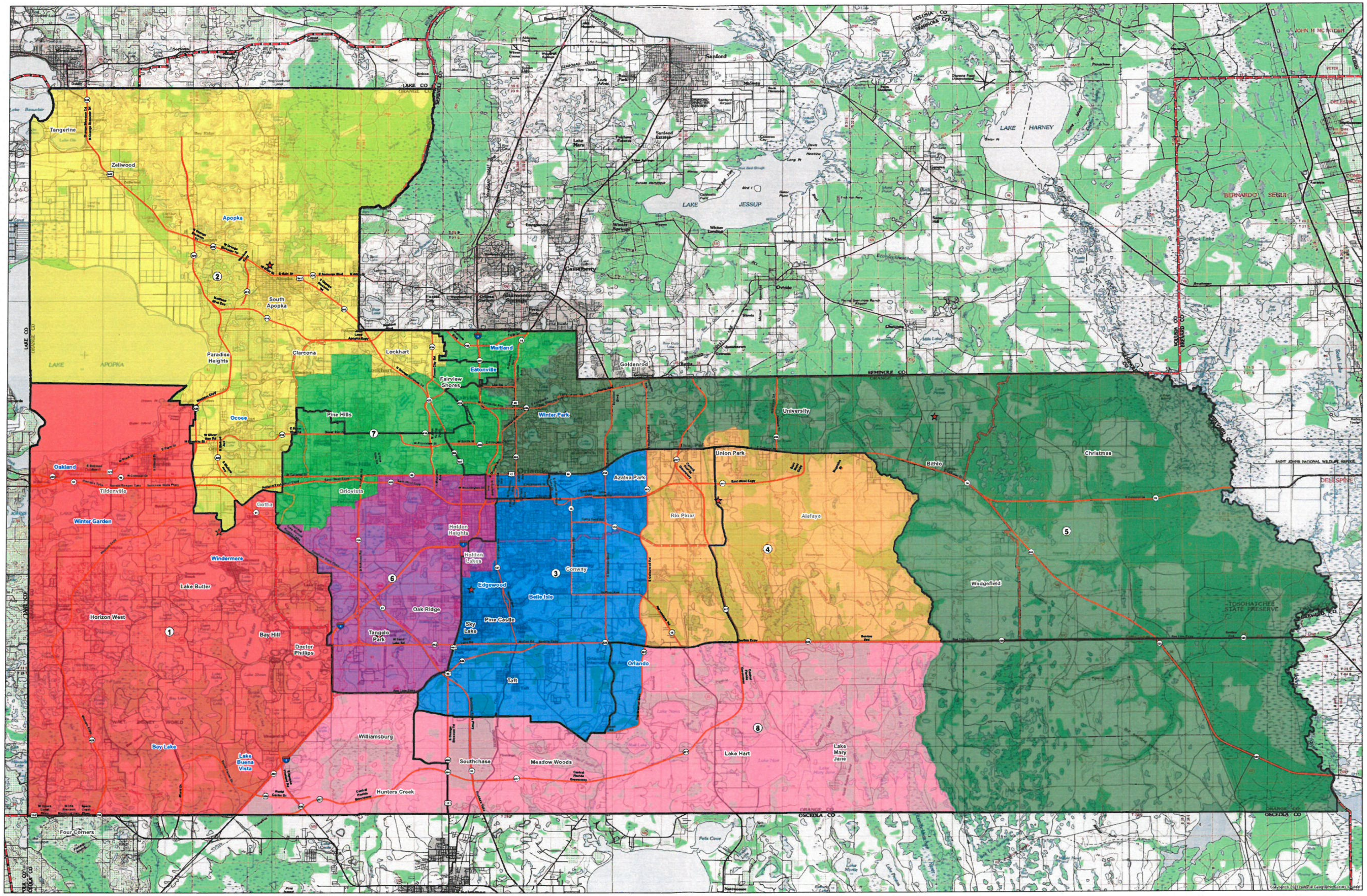
Congressional Districts	District 1	District 4	District 7
Current_Districts	District 2	District 5	District 8
County Commissioners	District 3	District 6	Major Roads

0 2.5 5 10 Miles

ARCBridge Consulting & Training, Inc.

7A

Map-7A (Henry-2 Amendment-1) submitted by Committee Member Rishi Bagga - D4



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

0 2.5 5 10 Miles

ARCBridge Consulting & Training, Inc.

City Commission

agenda item 9.a

item type
Non-Action Items

meeting date
August 27, 2025

prepared by

approved by
Randy Knight, City Manager

subject
Red Light Camera Survey

motion | recommendation

background
Police Chief Tim Volkerson will present this report as required by Florida Statute 316.0083(4)(a).

alternatives | other considerations

fiscal impact

attachments
1. Winter Park RLC Survey Responses 08-20-25

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Red Light Camera Survey for Fiscal Year 2024-2025

. Welcome to the Florida Department of Motor Vehicles and Highway Safety's (FLHSMV) annual survey on the use and operation of traffic infraction detectors, commonly known as Red Light Cameras, for the 2024-2025 Fiscal Year.

Per section 316.0083(4)(c), Florida Statutes, FLHSMV is directed to compile an annual comprehensive summary report on use of red light cameras throughout the state. The primary objective of the survey is to collect essential information from Florida counties, municipalities, and other jurisdictions that operate red light cameras. Be aware that your survey responses will be included in the final report, but your contact information will **not** be published.

Please **NOTE** there are several **NEW** questions on the survey this year based on legislative requirements. Questions 4 and 5 address the requirement to present your red light camera data / report to your governing body each year. Questions 15, 16, and 17 address the revenue reporting and distribution requirements, and Questions 32 and 33 address additional details regarding NOVs issued for improper right-hand turns on red signals (if relevant to your jurisdiction).

We value your input, as it will greatly contribute to the report's accuracy and completeness. The survey is expected to take approximately 15 to 20 minutes to complete, if you've collected all the necessary information prior to logging on to begin. Please be advised that the deadline for submitting your survey responses this year is **Wednesday, October 1, 2025**.

Thank you for taking the time to participate in this survey and for helping us gather the required information. If you experience any issues or have questions regarding the survey, please contact Rhonda MacKinnon at (850) 617-2690 or by email at RhondaMacKinnon@flhsmv.gov.

Q1. Please enter your contact information:

Name:	Travis J Lundquist
Agency:	City of Winter Park
Email Address:	tlundquist@cityofwinterpark.org
Phone Number:	407-643-1652
Phone Extension, if applicable:	

Q2. Please select the jurisdiction (city or county) you represent:

Winter Park

Q3. Did your jurisdiction **operate red light cameras** within the reporting period of **July 1, 2024 through June 30, 2025**?

- (•) Yes
- ( ) No

Q4. As required by section 316.0083(4)(a)2., did you **present your Red Light Camera data / report as a single agenda item** at a meeting of Winter Park's governing body **for the Red Light Camera program reporting period of July 1, 2024 through June 30, 2025**?

- (•) Yes
- ( ) No

Q5. On **what date did you present your Red Light Camera data / report** to Winter Park's governing body? Please enter your answer in format mm/dd/yyyy.

08/27/2025

Q6. What department oversees the red light camera program in Winter Park?
Example: Police Department, Sheriff's Office, Code Enforcement, Traffic Unit, etc.

Winter Park Police Department

Q7. Did Winter Park **discontinue its red light camera program** during the reporting period, **July 1, 2024 through June 30, 2025**?

- ( ) Yes
- (•) No

Q8. Please enter the date that Winter Park discontinued its program. Please enter your answer in format mm/dd/yyyy.

This question was not displayed to the respondent.

Q9. What **red light camera vendor(s)** does Winter Park use? Please select any you may have used during the reporting period, **July 1, 2024, through June 30, 2025**.

- [ ] American Traffic Solutions (ATS)
- [ ] Conduent
- [x] Novoa Global
- [ ] Redflex
- [ ] Sensys Gatso
- [ ] Verra Mobility

☐ Redspeed ☐ Other, please specify:

Q10. **As of July 1, 2024**, how many **red light cameras** were operational in Winter Park?

6

Q11. **As of June 30, 2025**, how many **red light cameras** were operational in Winter Park?

8

Q12. **As of July 1, 2024**, at how many **intersections** were red light cameras operational in Winter Park?

6

Q13. **As of June 30, 2025**, at how many **intersections** were red light cameras operational in Winter Park?

6

Q14. Please provide the following information regarding **Notices of Violation** issued for red light camera violations in Winter Park during the reporting period of **July 1, 2024, through June 30, 2025**.

Total Notices of Violation Issued	28926
Notices of Violation Paid	24405
Notices of Violation Contested, but Pending Final Outcome	1
Notices of Violation Contested and Dismissed	0
Notices of Violation Contested and Upheld	4
Notices of Violation that Resulted in Uniform Traffic Citations Being Issued	5390
Notice of Violation Pending Issuance as Uniform Traffic Citations	1185

Q15. As required by section 316.0083(4)(a)2.b., please provide the total amount of **red light camera revenue from paid violations** that was collected by Winter Park between **July 1, 2024, through June 30, 2025**. Please enter your answer in dollars and cents (ex: $158,000.00).

$4,135,817.85

Q16. How much **red light camera revenue was remitted to the Department of Revenue** between **July 1, 2024, through June 30, 2025**, as required by section 316.0083(1)(b)3.b., Florida Statutes? Please enter your answer in dollars and cents (ex: $83,000.00)

$2,025,615.00

Q17. How much **red light camera revenue was retained by Winter Park** between **July 1, 2024, through June 30, 2025**, as authorized by section 316.0083(1)(b)3.b., Florida Statutes? Please enter your answer in dollars and cents (ex: $75,000.00)

$2,110,202.85

Q18. How many **registration holds** did Winter Park request as a result of red light camera violations during the reporting period of **July 1, 2024, through June 30, 2025**? If you do not know, please leave this field blank.

60

Q19. How does Winter Park **submit traffic crash data** to the Florida Department of Highway Safety and Motor Vehicles?

- (selected) All Electronically
- All Paper
- Both

Q20. Have **court cases** impacted Winter Park's **red light camera program**?

- Yes
- (selected) No

Q21. Please explain how court cases have impacted Winter Park's red light camera program.

This question was not displayed to the respondent.

Q22. Please **rate** the following **factors by importance** when selecting which **intersections to install red light cameras** in Winter Park.

	Very Important	Somewhat Important	Not Important	N/A

Traffic Citation Data	◉	○	○	○
Citizen Complaints	○	◉	○	○
Law Enforcement Officer Observations	◉	○	○	○
Traffic Volume	◉	○	○	○
Pedestrian Safety	◉	○	○	○
Traffic Crash Data	◉	○	○	○
Other	○	○	○	◉

Q23. Please **describe the other factors used** when selecting which **intersections to install red light cameras** in Winter Park.

This question was not displayed to the respondent.

Q24.
Were any **existing red light cameras relocated** within Winter Park during the reporting period of **July 1, 2024, through June 30, 2025**?

○ Yes

◉ No

Q25. How many cameras were relocated?

This question was not displayed to the respondent.

Q26. Why were the cameras relocated?

This question was not displayed to the respondent.

Q27. What **factors** are used to determine the **success or failure of each camera location** within Winter Park? Please select all that apply.

☑ Number of crashes

☑ Pedestrian safety

☐ Revenue

☐ Other, please specify

Q28. Who **reviews** the camera images **before Notices of Violation are issued** within Winter Park? Please select all that apply.

- [x] Law Enforcement Officer
- [x] Non-sworn Government Employee
- [ ] Non-sworn Contractor Employee (Vendor)
- [ ] Other, please specify

Q29. Who **reviews contested Notices of Violation** within Winter Park? Please select all that apply.

- [x] Law Enforcement Officer
- [x] Non-sworn Government Employee
- [ ] Non-sworn Contractor Employee (Vendor)
- [ ] Other, please specify

Q30. Who **issues Uniform Traffic Citations** in Winter Park if **Notices of Violation are unpaid and uncontested**? Please select all that apply.

- [x] Law Enforcement Officer
- [x] Non-sworn Government Employee
- [ ] Non-sworn Contractor Employee (Vendor)
- [ ] Other, please specify

Q31. Does Winter Park **issue Notices of Violation** (based on red light camera detection) for **improper right turns on a red signal**?

- [x] Yes
- [ ] No

Q32. Please provide the following information regarding **Notices of Violation** issued for **improper right turns on a red signal** in Winter Park during the reporting period of **July 1, 2024, through June 30, 2025**.

Total Notices of Violation Issued	20046
Notices of Violation Paid	14763
Notices of Violation Contested, but Pending Final Outcome	1
Notices of Violation Contested and Dismissed	0
Notices of Violation Contested and Upheld	4
Notices of Violation that Resulted in Uniform Traffic Citations Being Issued	4173
Notice of Violation Pending Issuance as Uniform Traffic Citations	1099

Q33. Section 316.0083(1)(a), Florida Statutes, provides that, "A notice of violation and a traffic citation may not be issued for failure to stop at a red light if the driver is making a right-hand turn in a **careful and prudent manner** at an intersection where right-hand turns are permissible."

Please provide the **definition used by Winter Park when determining if a violation should be issued**.

You can make a right hand turn in a "careful and prudent mannor" after coming to a complete stop pursuant to the directives of Florida Statutes

Q34. What **action(s)** has Winter Park taken **to improve safety measures** as a result of your red light camera program? If Winter Park has not taken an action which is listed, please select N/A.

	At intersections **with** red light cameras	At intersections **without** red light cameras	N/A
Education and Outreach	☐	☐	☑
Engineering, Roadway/Geometric	☐	☐	☑
Engineering, Signalization/Operations	☐	☐	☑
Increased other type of signage	☐	☐	☑

Increased red light camera-specific signage	☐	☐	☑
Lighting	☐	☐	☑
Re-striping	☐	☐	☑
Other	☐	☐	☑

Q35. Please describe any **other action(s)** that Winter Park has taken **to improve safety measures** as a result of your red light camera program.

This question was not displayed to the respondent.

Q36. Has **red light camera footage** been used to **investigate other crimes or cases** not related to red light violations within Winter Park?

- (●) Yes
- ( ) No

Q37. Please describe the **other situations in which red light cameras** have been used within Winter Park. Select all that apply.

- ☑ Crash Investigations
- ☑ Criminal Investigations
- ☐ Missing Persons
- ☐ Other, please specify:

Q38. Has Winter Park **conducted an independent red light camera analysis**?

- ( ) Yes
- (●) No

Q39. Is Winter Park **continuing its red light camera program** in this fiscal reporting year, **July 1, 2025, through June 30, 2026**?

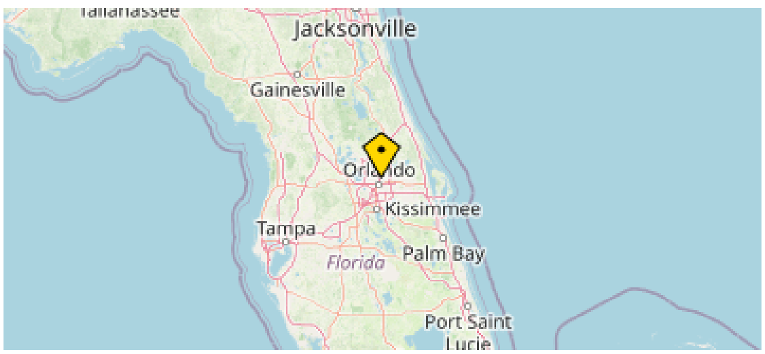
- (●) Yes
- ( ) No

Q40. Please provide any additional **specifications or clarifications for <u>any</u> of your responses** to this survey.

Location Data

Location: (28.5981, -81.3515)

Source: GeoIP Estimation



City Commission

agenda item
11.a

item type
Consent Agenda

meeting date
August 27, 2025

prepared by
Rene Cranis, City Clerk

approved by
Randy Knight, City Manager

subject
Approve the minutes of the regular meeting, August 13, 2025.

motion | recommendation

background

alternatives | other considerations

fiscal impact

attachments
1. Minutes 8-13-25 Draft

City Commission
Regular Meeting Minutes

August 13, 2025 at 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

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

1. Meeting Called to Order

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

2. Invocation - Pastor Mark Tutschulte, Action Church

3. Pledge of Allegiance

4. Approval of Agenda

Motion made by Commissioner Lindsey to approve the agenda, tabling Item 12a to receive additional information, seconded by Commissioner Sullivan. Motion carried by a 3-2 vote. Mayor DeCiccio and Commissioner Cruzada voted no.

5. Mayor’s Report

Mayor DeCiccio reported the appointment of Tom Mould to the Keep Winter Park Beautiful and Sustainable Advisory Board to fill the unexpired term of Sam Stark.

6. Citizen Budget Comments

Newt Kinlund, 280 Stirling Avenue, requested the city repair the Stirling Bridge. Assistant Director of Public Works and Transportation Don Marcotte said construction is scheduled to begin early next year.

7. City Manager’s Report

Barry Carson, retiring employee, expressed his gratitude for the opportunity to serve the city.

a. Presentation: Winter Park Library

Winter Park Library Executive Director Melissa Schneider provided statistics on Library visits and reviewed accomplishments and goals. She and city staff responded to questions regarding the recent audit, budget, transparency, literacy programs, and grant opportunities.

b. FY 2026 Budget Presentation - Electric Utility

Director of Electric Utility Jamie England reviewed rate comparison, accomplishments, spending and goals and responded to questions about undergrounding.

c. Orange County Redistricting Update

Mr. Knight gave an update on the proposed redistricting maps, three of which meet the criteria agreed to by the Commission (to be combined with similar surrounding communities and interests) although the current maps will likely be revised.

Commissioner Sullivan said he feels the city could have a significant impact on the environmental protection and development of eastern Orange County and should be in the district that extends to the eastern boundary. Discussion followed on the impact of redistricting and the importance of protecting the interests of the city and its residents with no change to the criteria previously agreed to by the commission.

Mr. Knight gave an update on DOGE requests and the status of Library and Events Center construction issues.

8. City Attorney’s Report

9. Non-Action Items

10. Public Comments

Jonathan Blount, 51 Jefferson Street, Orlando, spoke about the statue at MLK Park and feels it has been negatively received by the community.

Gigi Papa, 1440 Hibiscus Avenue, encouraged the Library to increase communication about its volunteer opportunities and interaction with Winter Park residents.

A recess was held from 4;59 to 5:12 p.m.

11. Consent Agenda

a. Approve the minutes of the regular meeting, July 23, 2025.
b. Approve the minutes of the work session, July 24, 2025
c. Approve the following final award recommendations:
    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. 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. 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. 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. 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.

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

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

By motion under Approval of Agenda, this item was tabled to August 27, 2025.

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

Mr. Knight presented the grant agreement and responded to questions. The grant requires a 25-year lease with a provision that the city could bring in another organization to continue operations if the Winter Park Playhouse cannot fulfill its obligations. Commissioner Lindsey suggested a provision in the lease that requires certification of compliance with performance measurements.

Motion made by Commissioner Sullivan to approve the agreement, seconded by Commissioner Cruzada.

Mr. Ardaman noted the need to add on Page 5, any exceptions to the title, if any.

Winter Park Playhouse Executive Director Heather Alexander expressed appreciation for their support and gave an update on improvements. She noted that they have an executive board and a succession plan for its continued operation.

The following spoke in support of Winter Park Playhouse:
Judith Marlowe, 695 French Avenue
Roger Blauvelt, 1755 E. Adams Drive Maitland
Monica Titus, 1018 Neuse Avenue, Orlando
Deborah Kirkwood, 1699 Joeline Court
Mark Adams, Winter Park Playhouse architect
Betsy Briley, 5956 Milford Haven Place, Orlando
Sally Flynn, 1400 Highland Road
Patrick Brandt, 332 N. Magnolia Avenue

Upon a voice vote, the motion carried unanimously by a 5-0 vote.

c. Seven Oaks Park Invitation to Negotiate

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

13. Public Hearings: Quasi-Judicial Matters

14. Public Hearings: Non-Quasi-Judicial Matters

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)

Attorney Ardaman read the ordinance by title. Director of Planning and Zoning Allison McGillis reviewed the provisions of the ordinance to update the code and to comply with new legislation and building requirements. The ordinance also regulates setbacks for pickleball courts and limits use to 8 a.m. to 8 p.m. daily. Discussion followed.

Motion made by Commissioner Russell to approve the ordinance, seconded by Mayor DeCiccio. (withdrawn)

Nathalie Pilovetsky, 2133 Lake Drive, and Sally Flynn, 1400 Highland Road, spoke about the noise level of pickleball play which will adversely impact neighbors.

Discussion followed on how to regulate pickleball courts and tabling all or parts of the ordinance to allow for additional consideration of regulations. Mr. Knight noted that the existing regulations would apply, which require a ten-foot setback.

Motion made by Commissioner Lindsey to amend the ordinance requiring a residential setback of 150 feet, seconded by Commissioner Cruzada. Commissioner Russell withdrew his motion.

Commissioner Lindsey revised his motion to approve the ordinance with the amendment to require a 150-foot setback for residential, seconded by Commissioner Cruzada, Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

b. 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)

Attorney Ardaman read the ordinance by title. Mrs. McGillis reviewed the provisions for the new district to comply with the Comprehensive Plan policies. There were no public comments

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

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

Attorney Ardaman advised that Section 7 will need to be updated to add the amount the Playhouse needs to raise before requesting a bridge loan from the city to meet the fundraising requirement of $1.6M. The Playhouse attorney has suggested the amount of $1M. The Playhouse has indicated they have received donations and commitments for $1.4M, although some of those funds have been used for improvements. The loan repayment terms must be approved by the commission and paid from Playhouse funds. Mr. Ardaman read the ordinance by title. To add a reporting requirement for performance standards, he suggested adding Subparagraph 5g, "Each year of the initial term and any extension term, the Playhouse shall provide a written report to the city detailing the Playhouse's actions and compliance with the performance standards listed in this Section commencing one year from the issuance of certificate of completion from the city."

Motion made by Commissioner Cruzada to approve the ordinance and lease, adding the reporting requirement and $1M in Paragraph 7, seconded by Commissioner Lindsey.

Gigi Papa, 1440 Hibiscus Avenue, opposed lease amount of $1/year.

Heather Alexander clarified that they have raised over $1m and that they have spent some funds for improvements which are applicable to $1.6m requirement.

Mr. Ardaman advised the revised lease agreement will be provided to Orange County Commission for approval.

Patrick Brandt, legal counsel for the Playhouse, agreed to the revisions to the lease and requested approval of the bridge loan in time for second reading. Mr. Ardaman suggested that Mr. Brandt submit his request so it can be considered at second reading.

Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes.

15. City Commission Reports

Commissioner Russell

- Asked to invite Winter Park school principals to a commission meeting to introduce themselves and speak about goals and engagement. Winter Park High School principal be at the August 27th meeting.

Commissioner Cruzada

- Reported the appointment of Kathy Chonody to the Keep Winter Park Beautiful and Sustainable Advisory Board.

Commissioner Lindsey-

- Supported Commissioner Russell's request.
- Encouraged people to visit the Polasek Museum.

- Suggested that arts and culture organizations be invited to give a presentation on their organization in commission meetings.
- Stated that resident Maria Bryant will be singing Amazing Grace, in lieu of the invocation, and also singing the Star-Spangled Banner in the August 27th meeting and asked for support to continue on an intermittent basis. Approved by consensus.

16. Summary of Meeting Actions

- Tom Mould was appointed to the Keep Winter Beautiful and Sustainable Advisory Board.
- Received resident comments about the Stirling Bridge improvements.
- Received Presentation from Winter Park Library.
- Received update on redistricting.
- Approved the Consent Agenda.
- Tabled the interlocal agreement with the City of Maitland for dispatching.
- Approved the TDT funding agreement.
- Approved ITN for Seven Oaks Park.
- Approved LDC increasing pickleball court setback.
- Approved ordinance establishing SOFA district zoning regulations.
- Approved ordinance for Playhouse lease with revisions.
- Received presentation about Department of Electric Utility budget.
- Approved inviting school principals to commission meetings.
- Approved practice to invite arts and culture partners to meetings.
- Kathy Chonody was appointed to the Keep Winter Park Beautiful Sustainable Advisory Board.

17. Adjournment

The meeting adjourned at 7:22 p.m.

____
Mayor Sheila DeCiccio

ATTEST:

____
City Clerk Rene Cranis

City Commission

agenda item
11.b

item type
Consent Agenda

meeting date
August 27, 2025

prepared by
Rene Cranis, City Clerk

approved by
Randy Knight, City Manager

subject
Approve the minutes of the work session, August 14, 2025.

motion | recommendation

background

alternatives | other considerations

fiscal impact

attachments
1. Minutes 8-14-25 Draft

City Commission
Work Session Minutes

August 14, 2025 at 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

Present

Commissioner Kris Cruzada, Warren Lindsey, Mayor Sheila DeCiccio, City Manager Randy Knight; Assistant City Manager Michelle del Valle and City Clerk Rene Cranis.

Absent

Commissioner James Sullivan, Commissioner Craig Russell

Also Present

Director of Electric Utility Jamie England
Director of Finance Wes Hamil
Director of Office of Management and Budget Peter Moore

1. Meeting Called to Order

Mayor DeCiccio called the work session to order at 3:35 p.m.

2. Discussion Item (s)

a. Electric Utility - Cost of Service

Craig Shepard, Project Manager, Leidos Engineering, presented the Cost of Service Study scope with an anticipated completion date of February 2026 at a cost not to exceed $109k. He explained that the city sets the rates and submits them to the Public Service Commission, it only approves the city's rate structure. Discussion followed on rates and rate structures. He reviewed the prior study which was completed in 2022. Consensus was to approve the new study.

Mr. Knight advised that the Utilities Advisory Board recommended bond issuance to complete undergrounding. He noted that the FY 26 proposed budget includes a 15% increase in the non-fuel component of the bill or approximately 9.5% of the total bill, which would generate an additional $5m and cover increased costs to complete undergrounding by 2030. He explained the financial impact of bonds versus a rate increase. Budget cuts will be necessary if the recommended rate increase is not approved as part of the budget.

Director of Electric Utility Jamie England explained the condition of substations and transformers, replacement costs and purchasing timeline. The OMS system is projected at $5m with phased meter replacement over six years. He noted that progress on undergrounding has slowed to remain on budget and impacted the ability to underground five miles per year.

Utilities Advisory Board (UAB) Chair Michael Poole spoke about and opposed ongoing rate increases and feels funds should be used for undergrounding rather than secondary connections. Discussion was held on the interpretation of costs and rates. Mr. Poole stated the UAB recommended a bond issue by a 5-1 vote.

UAB Board Member Todd Weaver supported a bond issue to complete undergrounding and decrease future maintenance costs and recommended a hybrid approach of a bond issue for undergrounding with a smaller rate increase to fund other capital projects.

Mayor DeCiccio expressed concern about the inability to fund capital projects and suggested a combination of a rate increase and bond issuance. Discussion was held on options to have a smaller rate increase. Mr. Shepard recommended analyzing different scenarios based on rate increases and the amount of bond issue. Mr. Knight will work with Mr. Poole and staff to develop scenarios.

3. Adjournment

The meeting adjourned at 5:17 p.m.

____
Mayor Sheila DeCiccio

ATTEST:

____
City Clerk Rene Cranis

City Commission

agenda item
11.c

item type	meeting date
Consent Agenda	August 27, 2025
prepared by	**approved by**

subject
Approve the following formal solicitations:

motion | recommendation

background

alternatives | other considerations

fiscal impact

attachments
None

City Commission

agenda item
11.d

item type
Consent Agenda

meeting date
August 27, 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 27, 2025

prepared by
Rebecca Watt, Contact Agent
Jennifer Maier, Procurement Manager

approved by
Randy Knight, City Manager

subject

1. Vehicle Service Group, LLC - GSA #GS-07F-294AA - Transportation & Logistics Services Motor Vehicle (non-Combat) and Industrial; For the purchase and installation services for a vehicle lift to support Fleet Division operations. Contract Term: Through June 30, 2028; Not to Exceed: $100,000
2. Xylem Dewatering Solutions, Inc. - Hillsborough County #ITB-23-24430 - Hurricane Season Contingency Portable Pump Rental; For rental and maintenance of pumps to support emergency bypass operations at Water & Wastewater lift stations. Contract Term: Through January 31, 2027; Not to Exceed: $200,000
3. Premier Power Maintenance - Florida Municipal Power Agency (FMPA) #2022-034 - Substation & Generating Station Maintenance Services; For contracted services to assist staff and support City operations. Contract Term: Through February 28, 2026; Not to Exceed: $200,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. The Fleet Division will utilize this agreement for the purchase and installation of a vehicle lift to enhance in-house maintenance capabilities and support the servicing of the City's vehicle fleet. Vehicle Service Group, LLC was selected through the GSA cooperative agency, which provides competitively solicited pricing and terms.
2. The Water & Wastewater Department will utilize this agreement for the rental and maintenance of pumps to support emergency bypass operations at lift stations. Xylem Dewatering Solutions, Inc. was selected through Hillsborough County's formal solicitation process, which provides competitive pricing and terms.
3. The Electric Utility Department will utilize this agreement to support staff in maintaining

the City's substation and generating station infrastructure. Premier Power Maintenance was selected through FMPA's formal solicitation process, which provides competitive pricing and terms.

alternatives | other considerations

fiscal impact

1. Equipment Replacement Fund
2. Water & Wastewater Fund
3. Electric Utility Fund

attachments

None

City Commission

agenda item
11.e

item type
Consent Agenda

meeting date
August 27, 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 27, 2025

prepared by
Rebecca Watt, Contact Agent
Jennifer Maier, Procurement Manager

approved by
Randy Knight, City Manager

subject

1. RFQ20-24 - Vision Urban, LLC - Urban Design Advisor; For professional consulting services to support city staff with active and potential future projects. Contract Term: September 18, 2026
2. FY23-53 - PNC Equipment Finance, LLC - Golf Cart Lease; For the lease of golf carts to support operations at the City golf courses. Contract Term: Through September 25, 2026; Not to Exceed: $100,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. Vision Urban, LLC was selected through a competitive process based on their qualifications to support City staff with urban design projects. This item represents the first of five allowable renewals under the terms of the original agreement.
2. The Parks & Recreation Department utilizes this agreement to lease golf carts for use at the City's golf courses. This item reflects a continuation of the agreement under its ongoing renewable terms.

alternatives | other considerations

fiscal impact

1. Each task order will be brought to the City Commission with the funding source listed.

2. General Fund

attachments

None

City Commission

agenda item 11.f

item type
Consent Agenda

meeting date
August 27, 2025

prepared by

approved by

subject
Approve the following purchases:

motion | recommendation

background

alternatives | other considerations

fiscal impact

attachments
None

City Commission

agenda item
12.a

item type
Action Items Requiring Discussion

meeting date
August 27, 2025

prepared by
Wes Hamil, Director of Finance

approved by
Randy Knight, City Manager

subject
Designation of funds from Fairbanks Village rentals.

motion | recommendation
Designate net rentals received from tenants at 929 W Fairbanks Avenue for use in maintaining the facilities while they are being rented and to assist in the cost of reconfiguring that corner of MLK, Jr. Park and the beautification and expansion of Lake Rose both as an amenity to the park and for stormwater improvements.

background
The city acquired the Fairbanks Village properties in April 2025. Staff would like to formally designate the net revenues received from tenants of these properties to assist in the cost of reconfiguring that corner of MLK, Jr. Park and the beautification and expansion of Lake Rose both as an amenity to the park and for stormwater improvements. Uses of these funds may include, but not limited to, demolition of buildings, reconfiguration of the parking lots, tenant incentives to relocate or reconfigure their buildings to face the park instead of Fairbanks, installation of sidewalks/bike trails, installation of turn lanes on Fairbanks, park amenities and landscaping.

Net revenues are approximately $180,000 per year. That amount will decrease as individual tenants move out when their lease expires.

alternatives | other considerations

fiscal impact
Net rental revenues currently average around $15,000 per month. This will decrease as the lease agreements reach their expiration dates ranging between October 2025 and 2035.

attachments

None

City Commission

agenda item 12.b

item type
Action Items Requiring Discussion

meeting date
August 27, 2025

prepared by
Peter Moore, Director of Office of Management and Budget
Randy Knight, City Manager

approved by
Randy Knight, City Manager

subject
Winter Park Playhouse Bridge Loan

motion | recommendation
Approve the terms of the bridge loan line of credit and authorize the City Manager to execute the formal loan document based upon the terms.

background
The agreement with the Winter Park Playhouse, for the acquisition and redevelopment of their theater site, allows for the Playhouse to access a bridge loan in an amount of up to $600k. This will allow the Playhouse to meet their funding threshold of having $1.6 million dedicated towards the project while they wait upon receiving fundraising pledges. The terms of the agreement with the County require that the playhouse have $1.6 million in non-grant funds available for the project prior to any grant reimbursements being requested.

The attached term sheet outlines a bridge loan structured as a non-revolving line of credit. This will allow the Playhouse to access up to $600k for project-related costs. The maximum term of the loan would be for up to 5 years and the Playhouse would have two years to withdraw any funding that they need towards the project. The interest rate is based upon the city's current reinvestment rate in local government investment pools (approx 4%). This will allow the city to earn a return on its funds that is comparable to existing returns, while also allowing the Playhouse a favorable loan that allows them to commence the project in a timely manner.

With the approval of this loan agreement, the lease agreement, and final approval of the grant agreement by the county, the city will be able to close on the property and the Playhouse will be able to begin their renovation project.

alternatives | other considerations

If the city does not support a bridge loan, it would likely delay the start date of the project as the Playhouse will need to convert pledges that were multi-year obligations into immediate donations. Additionally, it will also likely delay the city's willingness to close on the property in a timely manner and could jeopardize the ability to do the project if the owners decide not to sell.

fiscal impact

The risk to the city is low. The Playhouse already has pledges in excess of the bridge loan amount that can act as the city's collateral. As the city will be earning a return on the loan amount, this will actually generate interest income for the city. As the city stands to gain an asset that is appraised at $4 million as part of this grant agreement, the city is net financial gainer in this project.

attachments

1. Winter Park Playhouse - Loan Term Sheet

Term Sheet – Winter Park Playhouse Project

Non-Revolving Line of Credit / Project Loan

Borrower: The Winter Park Playhouse, Inc., a Florida not-for-profit corporation

Lender: City of Winter Park, a municipal corporation

Loan Type: Non-Revolving Line of Credit / Delayed Draw Term Loan

Maximum Loan Amount: USD $600,000

Purpose: To finance "The Winter Park Playhouse Project"

Key Terms

Term	Details
Availability Period (Draw Period)	Up to 24 months from the Loan Agreement date. Borrower may request disbursements in one or more tranches up to $600,000.
Non-Revolving Feature	Non-revolving – once principal is repaid, it cannot be re-borrowed.
Maturity Date	5 years from the date of first disbursement.
Interest Rate	4% fixed annual interest.
Interest Accrual	Accrues daily on outstanding principal.
Payment Terms	Quarterly interest-only payments during the Draw Period. Thereafter, principal and interest payable quarterly on a level-debt-service amortized schedule to be provided by the city.
Prepayment	Permitted at any time without penalty.
Fees	None.
Security	Project pledges received.
Covenants	Borrower must: (i) maintain nonprofit and tax-exempt status; (ii) use proceeds solely for project purposes; (iii) provide quarterly financial reports and project updates.

Loan documents will be drafted by the City based on these terms and will be executed by the City of Winter Park and The Winter Park Playhouse, Inc.

City Commission

agenda item 13.a

item type
Public Hearings: Quasi-Judicial Matters

meeting date
August 27, 2025

prepared by
Allison McGillis, Director of Planning and Zoning

approved by
Randy Knight, City Manager

subject

Resolution 2304-25 - Request by Jordan Lofton to designate her home at 1645 North Park Avenue, built in 1924, zoned R-1A, as a historic resource on the Winter Park register.

motion | recommendation

Staff and Historic Preservation Board (HPB) recommendation is for approval.

background

The applicant and homeowner, Jordan Lofton, is requesting individual historic designation for her residence located at 1645 North Park Avenue, which is zoned R-1A.

Constructed in 1924, the home is a strong contributing example of early 20th-century residential architecture in Winter Park. Designed in the Craftsman Bungalow style, it retains a high level of architectural integrity with defining features such as a front-gabled roof with overhanging eaves and exposed rafter tails, a prominent front porch supported by squared columns, multi-light windows, and a central dormer. The home is finished in smooth stucco and painted in a historically appropriate color palette.

In recent years, the applicant has made thoughtful improvements to the front yard to address grading issues and enhance the home's curb appeal. These enhancements include the addition of a central fountain and symmetrical planting beds, as well as a new gray paver driveway that complements the home's historic character without detracting from its setting.

alternatives | other considerations

fiscal impact

attachments

1. Resolution 2304-25 - 1645 N Park Ave
2. Location Map
3. Aerial Map
4. Front View of Home

RESOLUTION 2304-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 1645 NORTH PARK AVENUE, WINTER PARK, FLORIDA AS A HISTORIC RESOURCE ON THE WINTER PARK REGISTER OF HISTORIC PLACES.

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

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

WHEREAS, there is the desire foster awareness and civic pride in the accomplishments of the past; and

WHEREAS, the Winter Park Historic Preservation Board has determined and recommended that the property at 1645 North Park Avenue with the existing home built in 1924 is an example of the architecture popular during that period.

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

SECTION 1. That the City Commission of the City of Winter Park hereby designates 1645 North Park Avenue as a historic resource on the Winter Park Register of Historic Places.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this 27th day of August 2025.

____

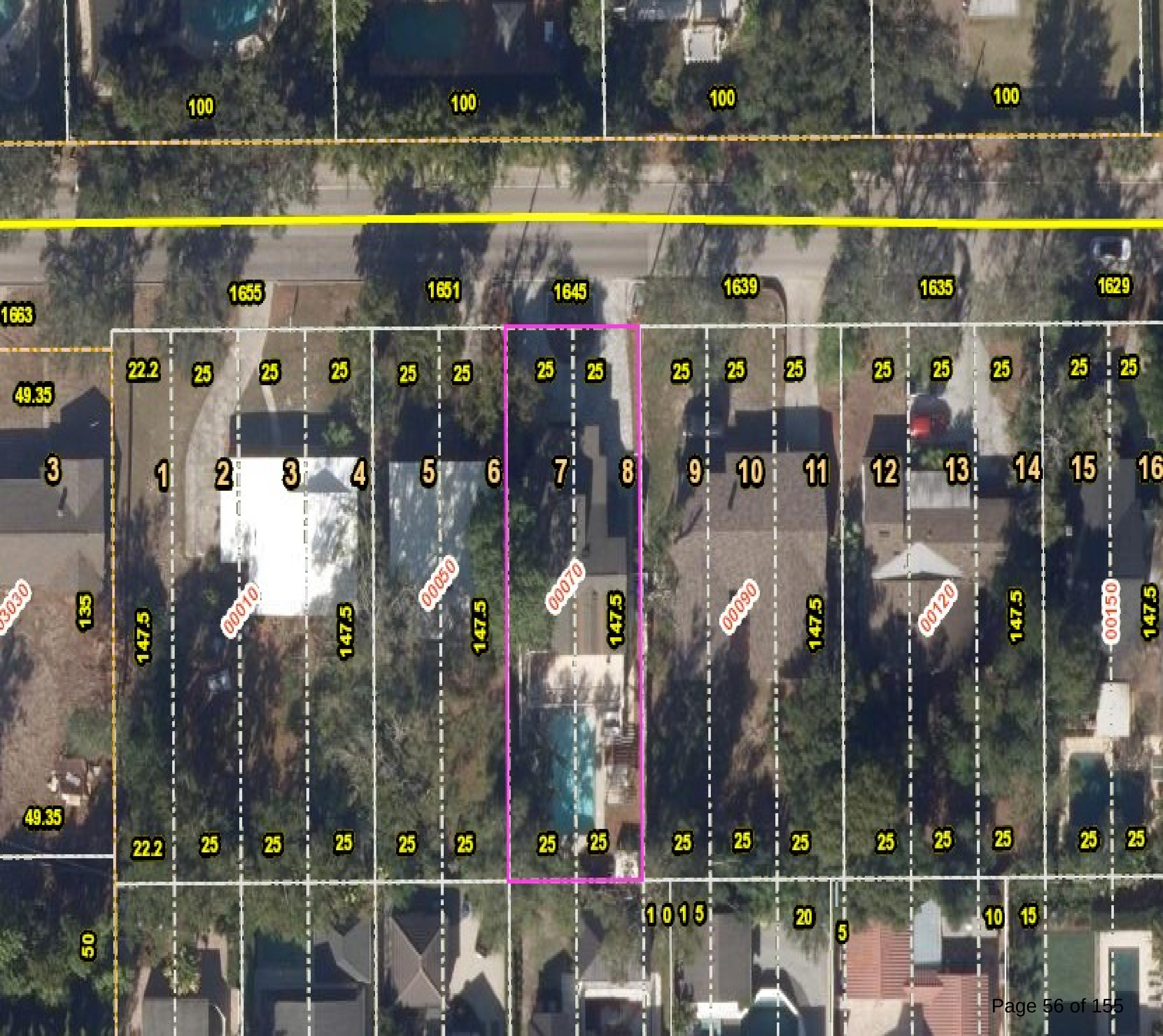
Sheila DeCiccio, Mayor

ATTEST:

____

Rene Cranis, City Clerk


Maitland
N Park Ave
Ridgewood Ave
Willard Ave
Lyndale Blvd
Sunnyside Dr
Williams Dr
Granville Dr
Stewart St
Summerland Ave
Green Cove Rd
Raintree Pl
N Park Ave
N Park Ave
Raintree Ct
Park North Pl
Park North Ct
Louisiana Ave
Wilma Ave
Pansy Ave
N Denning Dr
Kenwood Ave
Oaks Blvd
Holler Hyundai
Hwp Partners Llp
Solana Ave
Private Dr
W Swoope Ave
Valencia Ave
Dixon Ave
Penn Pl
Beloit Ave
N New York Ave
N Pennsylvania Ave
Hamilton Place Ct
First Baptist Church
First Baptist Of Winter Park Inc
Friends Ave
CSX RAILROAD (SunRail)
Cherokee Ave
Northwood Cir
City Of Winter Park
City Of Winter Park
Keyes Ave
Tantum Ave
Winter Park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City Commission

agenda item
14.a

item type
Public Hearings: Non Quasi-Judicial Matters

meeting date
August 27, 2025

prepared by
Randy Knight, City Manager
Michelle del Valle, Assistant City Manager
Peter Moore, Director of Office of Management and Budget

approved by
Randy Knight, City Manager

subject
Ordinance 3353-25 - Authorizing the lease of 711 Orange Avenue to Winter Park Playhouse, Inc. (2nd 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.

The revisions agreed to by the City Commission have been incorporated into the lease agreement and a Clean and Redline version are attached for reference. The Clean version will become Exhibit 1 of the ordinance. The revisions include the addition of subsection 5.G

Reporting Requirements, the $1 million related to the bridge loan section, and the Effective Date of the Lease Agreement to the date that the city acquires the Premises.

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

Staff has also included the final updated TDT grant agreement with the county that the Commission approved at the last meeting. This is just being provided for informational purposes as there were minor administrative changes made by county staff. This is the agreement that will go before the county commission. That date could be as early as September but is still awaiting confirmation.

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. Under the terms of the grant agreement with the County, the city is receiving ownership of the land and building currently appraised at $4 million.

attachments

1. Ordinance Authorizing Lease of Property to Winter Park Playhouse AKA Rev 07-30-2025
2. Winter Park Playhouse Lease Final - Clean 08-20-2025 (Ord Exhibit 1)
3. Winter Park Playhouse Lease Final - Redline 08-20-2025
4. Business Impact Estimate_Ordinance Authorizing Lease of Property to Winter Park Playhouse
5. Winter Park Playhouse Funding Agmt FINAL (Executed by City and WPP) 08-19-25

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 City acquiring the Premises after 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. **<u>Use & Improvements.</u>**

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.

G. Reporting Requirements: Each year of the Initial Term and any Extension Term, commencing one year after the City's issuance of the certificate of completion for the Improvements, the Playhouse shall provide to the City a written report detailing the Playhouse's actions and compliance with the performance standards listed in this Section 5.

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 $1,000,000.00 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. **<u>Possession.</u>** 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. **<u>Maintenance, Repair, Taxes and Assessments.</u>** 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. **<u>Indemnification / Limitation on Liability.</u>**

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

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

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.

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Witness

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Print

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Witness

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Print

____
Sheila DeCiccio, Mayor

Date:____________________________

PLAYHOUSE:

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

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Witness

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Print

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Witness

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Print

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By:____________________________

Date:____________________________

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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 City acquiring the Premises after 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.

G. Reporting Requirements: Each year of the Initial Term and any Extension Term, commencing one year after the City's issuance of the certificate of completion for the Improvements, the Playhouse shall provide to the City a written report detailing the Playhouse's actions and compliance with the performance standards listed in this Section 5.

~~F.~~

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 ($1,600,000.00) in non-Tourist Development Tax ("non-TDT") funding as required under the terms of the Funding Agreement, the City, subject to approval of the City Commission and at the City's sole discretion, may, contribute the shortfall amount (the "Bridge Loan") solely for the purpose of satisfying the County's requirement for Outside Funds under said Funding Agreement provided the Playhouse has confirmed and documented to the City that the Playhouse has raised at least ~~$________~~ $1,000,000.00 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: Winter Park Playhouse
711 Orange Avenue
Suites B & C
Winter Park, FL 32789
Attention: Heather Alexander, Executive Director

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

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. **<u>Conflict with Funding Agreement.</u>** 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

____
Print

____
Witness

____
Print

____
Sheila DeCiccio, Mayor

Date:____________________________

PLAYHOUSE:

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

____

By:____________________________

Date:____________________________

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Witness

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Print

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Witness

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Print

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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):

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 L & S Diversified (PSM No. LB#7829) bearing Project Number 241001.07 and a Date of Plat or Map of July 31, 2025, and last revised August 5, 2025.

(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: 3, 7, and 8. Upon the Closing, the City shall deliver to the County a copy of the Marked-Up Commitment. The Manager, or acting 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, or acting 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
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: Heather Alexander

Print Name: Heather Alexander

Title: Executive Director

Date: 8/19/25

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 19th day of August 2025, by HEATHER ALEXANDER, as EXECUTIVE DIRECTOR 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.

JUANITA GRANT
Notary Public - State of Florida
Commission # HH 623647
My Comm. Expires Jan 30, 2029
Bonded through National Notary Assn.

Juanita Grant
Notary Public

Print Name: JUANITA GRANT

My Commission Expires: JANUARY 30, 2029

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.

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 PARTNER

6/18/24
Date

EXHIBIT "C"

COPY OF GRANT APPLICATION

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.

WITNESSETH:

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)

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

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

By: __________________________________
City Attorney

Print Name:____________________________

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)

EXHIBIT “A”

City Commission

agenda item
14.b

item type
Public Hearings: Non Quasi-Judicial Matters

meeting date
August 27, 2025

prepared by
Allison McGillis, Director of Planning and Zoning

approved by
Randy Knight, City Manager

subject

Ordinance 3351-25 - 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. (2nd Reading)

motion | recommendation

Planning and Zoning Board and staff recommendation is for approval.

background

Update from First Reading: The ordinance has been revised to include amendment made in first reading increasing the residential setback from 20 feet to 150 feet.

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.

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 3351-25 Amending Land Development Code
2. Winter Park Business Impact Estimate

ORDINANCE 3351-25

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 2025-190, 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 corcheres 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 ~~O~~outdoor recreational areas.* Private ~~O~~outdoor recreational areas requiring site improvements, including tennis courts, basketball courts, etc., shall require side and rear setbacks of ten 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. Private pickleball courts requiring site improvements shall provide a minimum setback of one hundred fifty (150) feet from all side and rear property lines. A masonry wall, not less than six (6) feet in height, shall be constructed between the property line and the perimeter of the court along no fewer than three (3) 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~~I~~n 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 ~~shrubbery 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 facade.

***

~~(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 2025-190, 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”

<u>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.</u>

(iv) <u>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.</u>

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

SECTION 5. <u>SEVERABILITY</u>. 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. <u>CONFLICTS</u>. 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. <u>EFFECTIVE DATE</u>. 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 27th day August, 2025.

____
Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis

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 2025-190, 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

City Commission

agenda item
14.c

item type
Public Hearings: Non Quasi-Judicial Matters

meeting date
August 27, 2025

prepared by
Allison McGillis, Director of Planning and Zoning

approved by
Randy Knight, City Manager

subject
Ordinance 3352-25 - 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. (2nd 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 3352-25 SOFA District Provisions
2. W Fairbanks Comp Plan policies
3. Winter Park Business Impact Estimate

ORDINANCE 3352-25

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 <u>single underlined</u> 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:

<u>SECTION 1.</u> 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 27th day of August, 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.

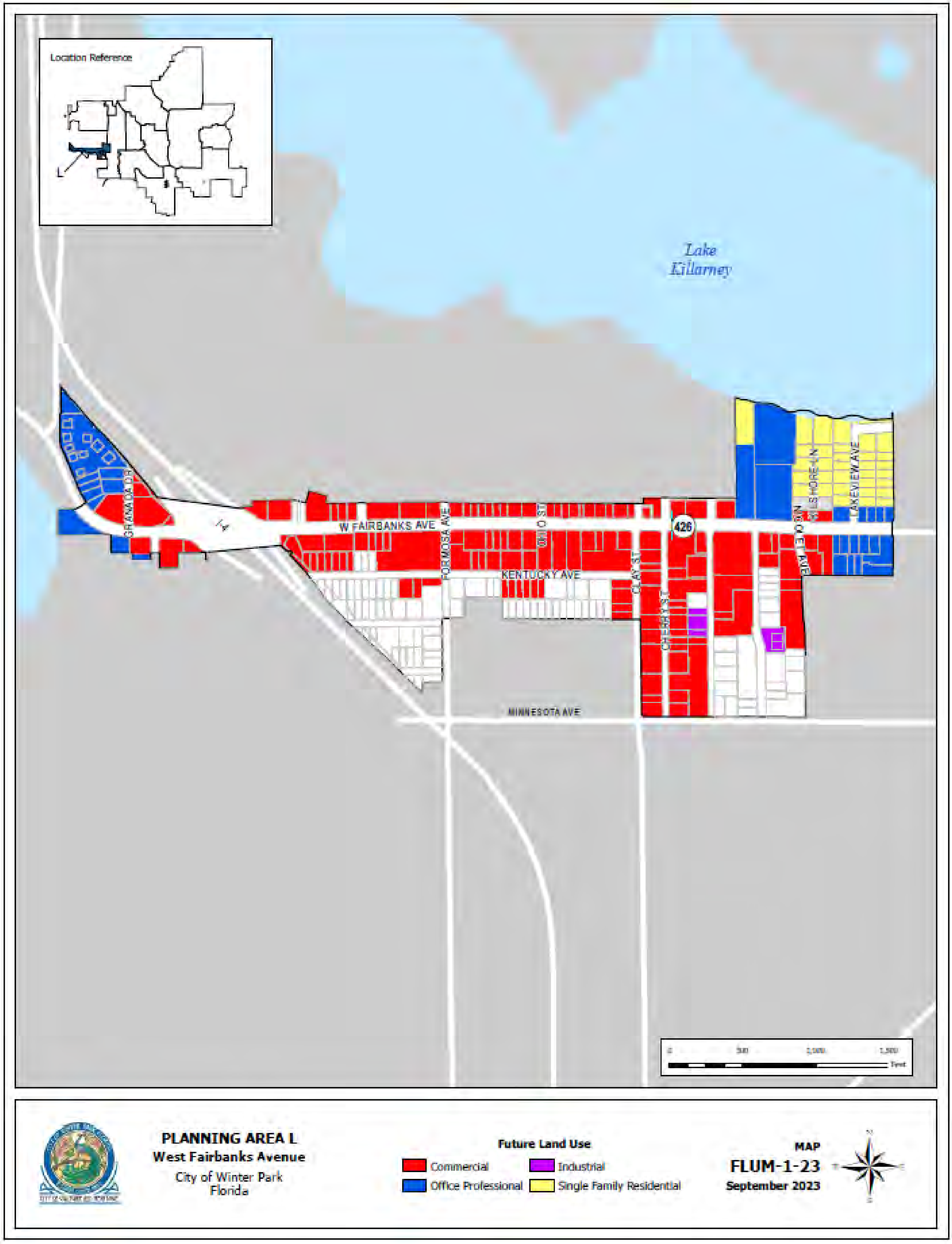
Policy 1-L-15: Density within the West Fairbanks Study Area Properties with the Commercial Future Land Use Map designation within the West Fairbanks Study Area shall be allowed to redevelop at a maximum of seventeen (17) dwelling units per acre without the requirement to provide vertically-integrated 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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GRANADA DR
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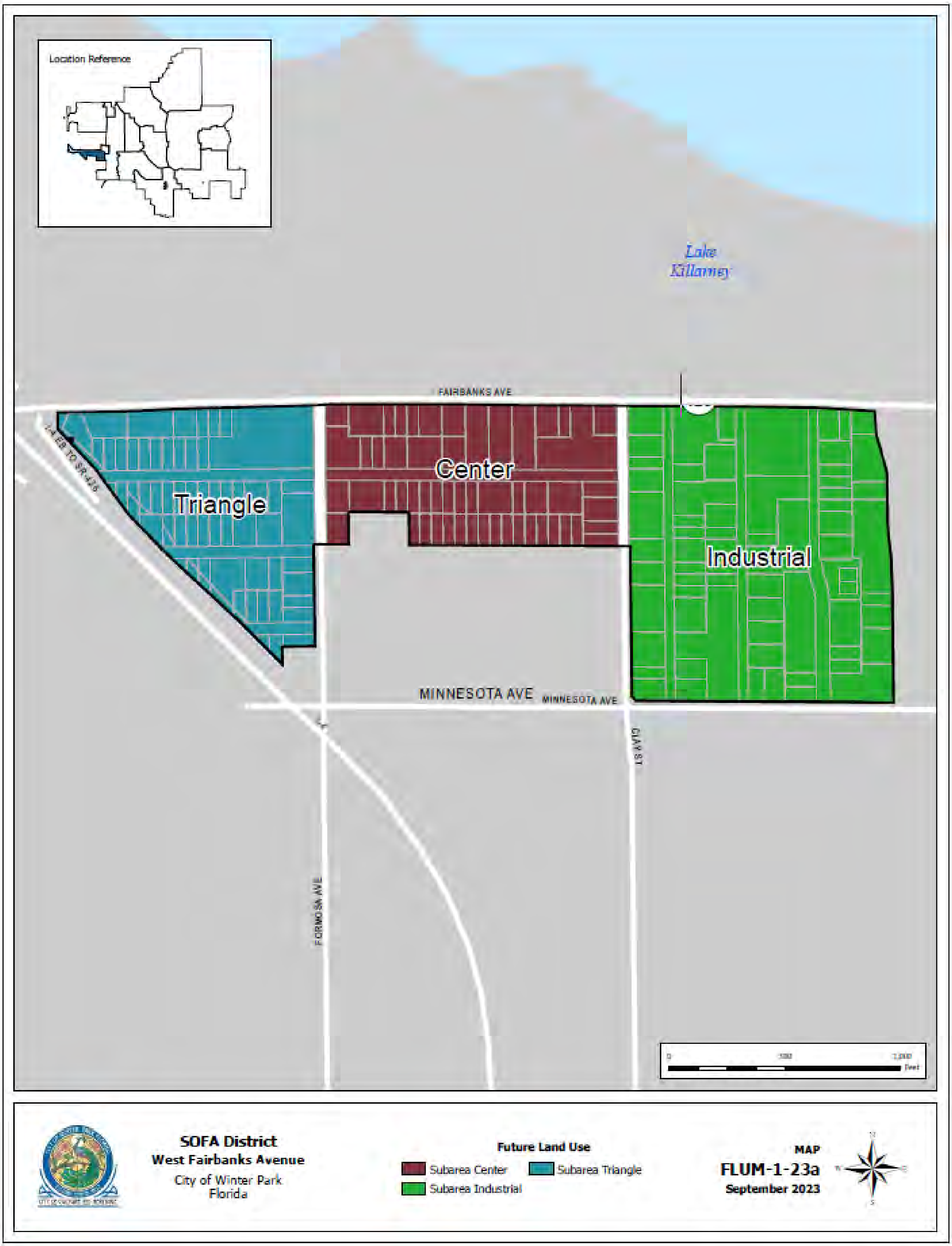
FORMOSA AVE
OHIO ST
KENTUCKY AVE
CLAY ST
CHERRY ST
426
NICOLET AVE
N SHORE LN
LAKEVIEW AVE
MINNESOTA AVE
PLANNING AREA L
West Fairbanks Avenue
City of Winter Park
Florida
Future Land Use
Commercial
Industrial
Office Professional
Single Family Residential
MAP
FLUM-1-23
September 2023


Location Reference
Lake Killarney
FAIRBANKS AVE
Triangle
Center
Industrial
MINNESOTA AVE
MINNESOTA AVE
CLAY ST
FORMOSA AVE
SOFA District
West Fairbanks Avenue
City of Winter Park
Florida
Future Land Use
Subarea Center
Subarea Triangle
Subarea Industrial
MAP
FLUM-1-23a
September 2023

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