



# City Commission Regular Meeting

## Agenda

**May 27, 2026 @ 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/](http://cityofwinterpark.org/meetings/) and include virtual meeting instructions.

### decorum

As a courtesy to those present, please silence your mobile devices. If you must take a phone call, please excuse yourself and step outside.

Members of the public shall observe the same rules of propriety, decorum and good conduct applicable to members of the Board. Persons making remarks or exhibiting behavior that disrupts the orderly conduct of this meeting will be subject to removal from the meeting.

### assistance & appeals

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

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

### please note

Times are projected and subject to change.

- 1. Meeting Called to Order**
- 2. Invocation - Pastor Bruce Mayhew, Gateway Church**
- 3. Pledge of Allegiance**
- 4. Community Partner Presentation - Hal George, Winter Park Housing Authority**
- 5. Approval of Agenda**
- 6. Mayor’s Report**
  - a. Proclamation: David Zusi Day 3 minutes
- 7. City Manager’s Report**
  - a. Confirmation of Kim Breland as City Clerk 1 minute
- 8. City Attorney’s Report**
- 9. Non-Action Items**
- 10. Public Comments | 5 p.m. or soon thereafter**

(If the meeting ends earlier than 5 p.m., public comments will be at the end of the meeting. Three minutes are allowed for each speaker.)
- 11. Consent Agenda**
  - a. Approve the minutes of the regular meeting, May 13, 2026. 1 minute
  - b. Approve the minutes of the work session, May 14, 2026. 1 minute
  - c. Approve the following formal solicitations: 1 minute
    - RFQ26-17 - Pre-Qualified Contractors for Parks, Natural Resources, Stormwater, and Aquatic Services - Authorization for Procurement to enter into negotiations and award the top-ranked firms for each Task Group based on the selection committee's recommendations:
      - Task Group 1 - Storm Water Infrastructure Services: Cathcart Construction Company - Florida LLC, EnviroWaste Services Group, Inc., TSI Disaster Recovery, LLC
      - Task Group 2 - Aquatic Services: Earth Balance, TSI Disaster Recovery, LLC
      - Task Group 3 - Parks Shoreline, Boardwalk, and Dock Maintenance: Karina Lake & Pond Services, TSI Disaster Recovery, LLC, Zulu Marine Services, Inc.

- Task Group 4 - Ecological Restoration and Bank Stabilization: EarthBalance, TSI Disaster Recovery, LLC, Zulu Marine Services, Inc.
- Task Group 5 - Environmental Emergency Response and Post-Storm Services: Cathcart Construction Company - Florida LLC, TSI Disaster Recovery, LLC, Zulu Marine Services, Inc.
- RFP26-14 - Brick Paver Maintenance and New Installation (Rebid) - Award contracts to the following vendors with an annual amount not to exceed \$500,000 for each vendor.
  - JMD Global Developers, LLC
  - Pavers Depot
  - Poli Construction, Inc.

d. Approve the following piggyback contracts: 1 minute

1. Cathcart Construction Company - Florida LLC - Amendment 1 - City of Titusville #CN24P020/LR - For New Projects, Repair, Replacement & Maintenance Construction; For construction services on an as-needed basis supporting projects and maintenance across City facilities, operations, and infrastructure. Contract Term: Through April 9, 2027; Not to Exceed: \$2,000,000
2. Chuck Robinson Concrete & Bob Cat, Inc. - Amendment 2 - Seminole County #RFP-604273-22/LNF - Aquatic Maintenance Services and Dredging; For aquatic maintenance and dredging services supporting waterways and stormwater infrastructure. Contract Term: Through May 30, 2027; Not to Exceed: \$300,000

e. Approve the following contracts: 1 minute

1. RFQ8-23 - Amendment 3 - Inspire Placemaking Collective, Inc. - General Planning Services; For professional consulting services to support city staff with active and potential future projects. Each task order will be brought to City Commission for approval, with the funding source listed. Contract Term: Through May 20, 2027
2. RFQ8-23 - Amendment 3 - GAI Consultants, Inc. - General Planning Services; For professional consulting services to support city staff with active and potential future projects. Each task order will be brought to City Commission for approval, with the funding source listed. Contract Term: Through May 21, 2027
3. RFQ8-23 - Amendment 3 - Redevelopment Management Associates - General Planning Services; For professional consulting services to support city staff with active and potential future projects. Each task order will be brought to City Commission for approval, with the

- funding source listed. Contract Term: Through May 22, 2027
- 4. RFQ7-24 - Amendment 3 - Voler Group, LLC - Professional Survey Consulting Services; For professional consulting services to support city staff with active and potential future projects. Each task order will be brought to City Commission for approval, with the funding source listed. Contract Term: Through May 22, 2027
- 5. Down To Earth - Golf Course Maintenance & Services Agreement; For temporary golf course maintenance services supporting the grow-in and maintenance of the WP9 greens and course conditions. Contract Term: Through September 19, 2026; Not to Exceed: \$197,000
- 6. IFB4-25 - Amendment 2 - Air Mechanical & Service Corporation - HVAC Installation, Repair & Replacement Services; For as-needed services supporting the operation, reliability, and functionality of HVAC systems across City facilities. Contract Term: Through June 5, 2027; Not to Exceed: \$500,000
- 7. IFB4-25 - Amendment 1 - Climate Control Mechanical Services - HVAC Installation, Repair & Replacement Services; For as-needed services supporting the operation, reliability, and functionality of HVAC systems across City facilities. Contract Term: Through June 8, 2027; Not to Exceed: \$500,000
- 8. IFB4-25 - Amendment 1 - Irvine Mechanical, Inc. - HVAC Installation, Repair & Replacement Services; For as-needed services supporting the operation, reliability, and functionality of HVAC systems across City facilities. Contract Term: Through June 11, 2027; Not to Exceed: \$500,000

- f. Winter Park Housing Authority - Subrecipient Grant Approval 1 minute

**12. Action Items Requiring Discussion**

- a. Direction to the Historic Preservation Board regarding historic preservation ordinance revisions and development of new historic preservation incentives 10 minutes
- b. Nanobubbler Innovation Technology Grant: Barge and Monitoring Buoy 15 minutes

**13. Public Hearings: Quasi-Judicial Matters**

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

- a. CU #26-02. Request of Z Development Services for Conditional Use approval to construct four one-story buildings totaling 29,760 square feet at 860 West Fairbanks Avenue (former Orlando RV property), including approval for alcohol sales within 300 feet of residential properties, on property with vested Commercial (C-3) zoning, together 30 minutes

with a Community Benefit Agreement.

- b. CU #26-03. Request of El Car Wash Florida, LLC for: Conditional Use approval to construct a new, 3,700 square foot automated car wash facility at 2011 Aloma Avenue and 416 Lander Road, zoned C-3. **The applicant has requested to table this item until June 25, 2026.**
- c. Ordinance 3366-26 - amending Chapter 58, "Land Development Code", Article III, "Zoning" Section 58-79 "Public and Quasi-Public (PQP) District", to add a new permitted use for detached single-family dwelling units developed in accordance with the R-1A development standards set forth in Section 58-65(f). (2nd Reading after revisions). 5 minutes

**14. Public Hearings: Non Quasi-Judicial Matters**

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

- a. Ordinance adopting the Second Amendment and extending the Solid Waste and Recyclables Collection Franchise Agreement between the City and Waste Pro of Florida, Inc. (1st Reading) 10 minutes

**15. City Commission Reports**

**16. Summary of Meeting Actions**

**17. Adjournment**



**item type**

Mayor's Report

**meeting date**

May 27, 2026

**prepared by**

Clarissa Howard, Director of Communications

**approved by**

Randy Knight, City Manager

**subject**

Proclamation: David Zusi Day

**motion | recommendation**

**background**

**alternatives | other considerations**

**fiscal impact**

**attachments**

None



**item type**

City Manager's Report

**meeting date**

May 27, 2026

**prepared by**

Michelle del Valle, Assistant City Manager

**approved by**

Randy Knight, City Manager

**subject**

Confirmation of Kim Breland as City Clerk

**motion | recommendation**

**background**

Section 4.05 of the City Charter calls for the City Manager to appoint Department Heads and the City Clerk, subject to confirmation by the City Commission.

Kim Breland began working for the City in 2017 and was promoted to Deputy City Clerk in 2020. Kim recently earned her Certified Municipal Clerk (CMC) designation and is pursuing her Florida Records Management certification. Kim regularly attends Commission Meetings and has significant public records management experience and training.

With Rene Cranis' retirement, the City will return to a two-clerk model, moving responsibility of the advisory boards back to the individual departments.

**alternatives | other considerations**

**fiscal impact**

**attachments**

1. Kim Breland Resume
2. Kim Breland -CMC Certificate

# KIM BRELAND

Deputy City Clerk | Municipal Governance | Records Compliance | CMC  
Apopka, FL 32712 • 407-491-2582 • [kimbreland07@gmail.com](mailto:kimbreland07@gmail.com)

## PROFESSIONAL SUMMARY

Municipal governance professional with 9+ years of progressive leadership in city clerk operations, public records compliance, legislative administration, and records management. Currently serving as Deputy City Clerk, regularly performing full City Clerk responsibilities including City Commission administration, statutory compliance, official records oversight, and cross-department operational leadership. Recognized for improving workflow efficiency, strengthening compliance practices, and building collaborative partnerships across departments. Certified Municipal Clerk (CMC) with advanced expertise in municipal administration, governance, and professional standards.

## CORE COMPETENCIES

City Clerk Operations • Sunshine Law & Public Records Compliance • Agenda & Meeting Administration • Legislative Process Management • Records Management & Retention • Municipal Elections Support • Cross-Department Training • Process Improvement • Government Systems Administration • Executive Support • Project Management

**Systems:** Granicus • GovQA • CivicClerk • Laserfiche • Veritas Enterprise Accelerator • Barracuda Networks • Microsoft Office

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## PROFESSIONAL EXPERIENCE

### Deputy City Clerk

City of Winter Park, FL | March 2020 – Present

- Trusted to serve as acting City Clerk, independently administering City Commission meetings, executing official documents, and ensuring statutory compliance during leadership absences.
- Prepare and manage City Commission agendas, minutes, ordinances, resolutions, and legal advertisements, ensuring accuracy, legal compliance, and timely publication.
- Manage approximately **60 public records requests monthly**, including independent retrieval and review of electronic communications and official records while ensuring timely and compliant responses.
- Lead city-wide training on agenda management, records systems, and clerk-related procedures for departments including Planning, Building, Utilities, Public Works, Parks, and Code Compliance.

- Support records retention, document compliance, and filing functions through Laserfiche in accordance with Florida retention requirements.
- Partner with IT to manage user access, permissions, and system functionality for clerk-managed platforms.
- Assist with municipal election preparation and coordination with the Supervisor of Elections.
- Collaborate with executive leadership to improve workflow efficiency, procedural consistency, and responsiveness across Clerk’s Office operations.

## **Senior Staff Assistant – Planning & Community Development**

**City of Winter Park, FL | March 2017 – March 2020**

- Coordinated advisory and quasi-judicial board meetings, including agendas, notices, minutes, and public-facing documentation.
- Provided direct administrative and operational support to department leadership.
- Maintained development application tracking systems and official departmental records.
- Responded to public inquiries regarding applications, processes, and documentation requirements.
- Supported City Commission and board meeting operations, building foundational expertise in legislative administration and records compliance.

## **Sales & Marketing Coordinator**

**Best Union, Orlando, FL | April 2002 – November 2016**

- Provided executive-level administrative and operational support to senior leadership.
- Managed planning and execution of North American trade shows and annual user conferences for more than 10 years.
- Oversaw budgets, procurement, contract negotiations, and vendor relationships for high-visibility events.
- Coordinated travel logistics, sponsorships, exhibit operations, and stakeholder communications.
- Led deadline-driven, multi-stakeholder projects requiring exceptional organization, accountability, and problem-solving.

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## **PROFESSIONAL DEVELOPMENT**

- Certified Municipal Clerk (CMC)
- Florida Records Management Training – Certification in progress
- Notary Public, State of Florida
- Member, Florida Association of City Clerks (FACC)
- Member, International Institute of Municipal Clerks (IIMC)



HEREBY CONFERS THE TITLE OF

# Certified Municipal Clerk

UPON

*Kim Breland, CMC*

WHO HAS COMPLETED THE REQUIREMENTS PRESCRIBED BY THE INTERNATIONAL  
INSTITUTE OF MUNICIPAL CLERKS FOR CERTIFICATION.

(YOU MUST REMAIN AN ACTIVE MEMBER FOR IIMC TO RECOGNIZE YOUR CMC)

*May 19, 2026*

CERTIFIED ON

IIMC PRESIDENT

IIMC DIRECTOR OF PROFESSIONAL  
DEVELOPMENT



**item type**

Consent Agenda

**meeting date**

May 27, 2026

**prepared by**

Rene Cranis, City Clerk

**approved by**

Randy Knight, City Manager

**subject**

Approve the minutes of the regular meeting, May 13, 2026.

**motion | recommendation**

**background**

**alternatives | other considerations**

**fiscal impact**

**attachments**

1. CC-min-2026-05-13



# City Commission Regular Meeting Minutes

**May 13, 2026 at 3:30 PM**

City Hall Commission Chambers  
401 S. Park Avenue

## **Present**

Mayor Sheila DeCiccio, Commissioners Elizabeth Ingram, 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 Ron Camblin, Aloma Church**

### **3. Pledge of Allegiance**

### **4. Cultural Partner Presentation - Winter Park High School Art Department**

Kara McKean, Winter Park High School art teacher, gave a presentation on art programs and events.

### **5. Approval of Agenda**

Mayor DeCiccio advised that Item 12c, Request of Blue Bamboo, has been withdrawn.

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

### **6. Mayor's Report**

#### **a. Winter Park Sidewalk Art Festival Best of Show Art Presentation**

Rebecca Lee, 2026 Winter Park Sidewalk Art Festival co-president, presented the 2026 Best of Show painting "Awaiting Her Call" by Chris Roll to the city.

#### **b. Proclamation: Building Safety Month**

Mayor DeCiccio presented the proclamation designating May as Building Safety Month, to Director of Building and Permitting Gary Hiatt who spoke about building safety and introduced building department staff. Mike Savage, International Code Council Secretary-Treasurer, thanked the city for its recognition.

#### **c. Proclamation: Historic Preservation Month**

Mayor DeCiccio presented the proclamation designating May as Historic Preservation Month to Director of Planning and Zoning Allison McGillis who recognized members of the Historic Preservation Board.

Mayor DeCiccio noted work sessions scheduled for tomorrow and May 29<sup>th</sup>. Blue Bamboo has requested a work session on June 25<sup>th</sup>. Following discussion, consensus was to schedule the work session and allow public comment.

## **7. City Manager's Report**

- a. Confirmation of Jason Riegler as Director of Water and Wastewater

**Motion made by Mayor DeCiccio to confirm Mr. Riegler's appointment, seconded by Commissioner Russell. The motion carried unanimously by a 5-0 vote.**

## **8. City Attorney's Report**

Mr. Ardaman gave an update on the billboard issues and Omnibus agreements and the advised there has been no change in the status of liens on a Lake Virginia property.

## **9. Non-Action Items**

- a. Presentation of Annual Comprehensive Financial Report for the year ended September 30, 2025

Finance Director Wes Hamil presented financial highlights. Joel Knopf with auditor, Forvis Mazars, reviewed audit requirements and reported a clean audit.

## **10. Public Comments | Taken after Item 11, Consent Agenda**

Betsy Owens, Executive Director of Casa Feliz, spoke about the importance of preservation and prevention of demolition of historic homes not protected by historic designation. She asked the Commission task the Historic Preservation Board to conduct an inventory of historic resources, study best practices for historic preservation and incentives, and to provide resources need to complete the task. She also requested the Historic Preservation Board educate and advocate for historic preservation.

Sally Flynn, 1400 Highland Road, expressed her disappointment in the planned demolition of a home on Virginia Drive and requested the commission to intervene to prevent the demolition. She supported Ms. Owens' request.

Jack Rogers, 311 E. Morse Blvd., cited comments from outside resources and speakers on architectural heritage and supported Ms. Owens' request.

Pat Robertson, 1350 College Point, provided her perspective on historic preservation as a former owner of a historic home and supported incentives and stronger protections to preserve the history and architecture of historic homes.

Bonnie Hansen, Kilshore Lane, historic homeowner, urged the commission to take steps to preserve historic homes.

Lisa Clayton, 940 Old England Avenue, explained the difficulties she encountered to obtain insurance on her historically designated property.

Judy Maynard, 1531 Berkshire Avenue, endorsed previous comments.

Susan Bounds, 1330 Lake Knowles Circle, supported incentives for preservation of historic homes, although she feels a balance of old and new homes is important.

Consensus was to put this topic on the next agenda to consider referring this to the Historic Preservation Board.

## **11. Consent Agenda**

- a. Approve the minutes of the regular meeting, April 22, 2026.
- b. Approve the following formal solicitations:
  1. RFP26-14 - Brick Paver Maintenance - Award the top-ranked firms based on the selection committee's recommendations and authorize Procurement and City Staff to enter into negotiations with: JMD Global Developers, LLC, Pavers Depot, and Poli Construction Inc.
  2. RFQ26-15 - Professional Construction Engineering and Inspection (CEI) Services - Award the top-ranked firms based on the selection committee's recommendations and authorize Procurement to enter into negotiations with: GAI Consultants, Johnsons, Mirmiran, & Thompson
  3. RFQ26-11 - Continuing Engineering Services for the Water & Wastewater Utilities - Award the top-ranked firms based on the selection committee's recommendations and authorize Procurement and City Staff to enter into negotiations with: Jacobs Engineering Group, Inc.
  4. IFB26-18 - Matheson Tri-Gas, Inc. - Purchase & Delivery of Liquid Oxygen (Rebid). Utilized by the Water & Wastewater Treatment on a monthly basis. Amount: \$300,000 annually
- c. Approve the following contracts:
  1. RFQ6-23 - Amendment 4 - Baxter & Woodman, Inc. - Professional Stormwater Management Engineering Services. For professional consulting services to support city staff with active and potential future projects. Each task order will be brought to the City Commission for approval, with the funding source listed. Contract Term: Through May 24, 2027.
  2. RFQ6-23 - Amendment 4 - Geosyntec Consultants - Professional Stormwater Management Engineering Services. For professional consulting services to support city staff with active and potential future projects. Each task order will be brought to the City Commission for approval, with the funding source listed. Contract Term: Through May 24, 2027.
  3. RFQ6-23 - Amendment 4 - Singhofen & Associates, Inc. - Professional Stormwater Management Engineering Services. For professional consulting services to support city staff with active and potential future projects. Each task order will be brought to the City Commission for approval, with the funding source listed. Contract Term: Through May 24, 2027.
  4. RFQ7-23 - Amendment 4 - Pond & Company, Inc. - Geotechnical & Environmental Consulting Services. For professional consulting services to support city staff with active and potential future projects. Each task order will be brought to the City Commission for approval, with the funding source listed. Contract Term: Through June 8, 2027.

5. RFQ7-23 - Amendment 4 - NV5, Inc. - Geotechnical & Environmental Consulting Services. For professional consulting services to support city staff with active and potential future projects. Each task order will be brought to the City Commission for approval, with the funding source listed. Contract Term: Through May 26, 2027.
6. RFQ7-23 - Amendment 4 - Terracon Consultants, Inc. - Geotechnical & Environmental Consulting Services. For professional consulting services to support city staff with active and potential future projects. Each task order will be brought to the City Commission for approval, with the funding source listed. Contract Term: Through June 4, 2027.
7. IFB9-24 - Amendment 2 - Powergrid Distribution Services LLC - Overhead to Underground Electric Conversion; For overhead to underground infrastructure installation and conversion. Contract Term: Through May 13, 2027; Not to Exceed: \$2,000,000
8. IFB9-24 - Amendment 2 - HDD of Florida - Overhead to Underground Electric Conversion; For overhead to underground infrastructure installation and conversion. Contract Term: Through May 8, 2027; Not to Exceed: \$8,700,000

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

## **12. Action Items Requiring Discussion**

- a. Pension Board Appointment

Consensus was to appoint Chris Hardiman to the Firefighters Pension Board.

- b. RFQ for Public/Private Partnership for City Hall Parking Garage

Mr. Knight explained proposed process to request proposals to identify qualified development teams (RFQ), shortlist the qualified teams and then issue an RFP for more detailed proposals to construct a parking garage at city hall.

Mayor DeCiccio clarified this would be for a public parking garage and suggested a stipulation that parking would be free.

Commissioner Ingram expressed hesitancy to construct a parking garage at city hall and feels other options should be considered. Commissioners Russell, Cruzada and Lindsey commented on parking issues and supported pursuing a partnership. Following discussion, consensus was to move forward with the RFQ.

- c. Blue Bamboo Sub-lease request (Withdrawn)

## **13. Public Hearings: Quasi-Judicial Matters**

- a. Reconsideration of: SUB #26-02. Z Properties request for subdivision approval, to divide the property at 436 North Knowles Avenue, zoned R-3, into two single family lots. Based on proposed lot size, each home to be developed under the R-2 provisions, with setback variances requested

Commissioner Lindsey disclosed he spoke with applicant Zane Williams, residents Linda Kuhlman and Michael Dick, and Director of Planning and Zoning Allison McGillis following the first public hearing. Mr. Williams has agreed to preserve the camphor tree at the southwest corner, to plant a new tree of at least 8" caliper at the street, increase stormwater retention 1.5 times the minimum requirements. The interior setback has been changed to seven feet by elimination of protruding interior staircase, and the front setback was increased from 25 to 27 feet, reducing the variance request to three feet. Drawings were displayed and clarification provided by John Harbilas, Assistant Director of Planning and Zoning.

Emails were read into the record. Those in support were Reverend Walsh, St. Margaret Mary Church; Paige Ritter, 243 W. Canton; and Robert Soule, Winterset Condos resident. Mary Himes, 237 E. Canton, opposed the project. A text was received from Linda Kulmann who expressed concern about construction damage due to tree roots and width of the lot.

Commissioner Cruzada reported he met with Mr. Williams. Mr. Harbilas confirmed the only variance request is for the front setback.

Zane Williams, applicant, 219 W. Comstock, explained plans to increase the depth and size of stormwater retention to exceed minimum requirements. Mr. Harbilas stated the condition of approval requires 1.5 times the minimum retention requirement.

Commissioner Ingram commented on stormwater retention and tree canopy and disclosed speaking with Mr. Williams prior to this meeting. She opposed the aesthetic of the garage and variance to accommodate two houses on narrow lots.

Mary Hines and Linda Kulmann declined to speak as their emails were read into the record.

Bill Black, 765 Via Lombardy, owner of the subject property, spoke in favor. He advised that the camphor trees have adversely impacted the driveway, wall and sidewalks.

Jeff Turner, 453 N. Interlachen Avenue, supported the request. One of the advantages for downtown residents is the walkability to restaurants and downtown events which he feels outweigh reduced privacy and road closures for events.

Rhett Delaney, 1331 Aloma Avenue, noted problems he has experienced with camphor trees, which are an invasive species and feels the design will complement the neighborhood.

**Motion made by Commissioner Lindsey to approve the request and front setback variance with the following conditions: one canopy tree be provided in front of the property at least 8 inches in caliper; applicant provides 1.5x the minimum stormwater retention requirement on each lot; and camphor tree at the SW corner shall be saved, seconded by Commissioner Russell. Upon a roll call vote, Commissioners Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. Commissioner Ingram voted no. The motion carried by a 4-1 vote.**

- b. Ordinance 3366-26 - amending Chapter 58, "Land Development Code", Article III, "Zoning" Section 58-79 "Public and Quasi-Public (PQP) District", to add a new permitted use for detached single-family dwelling units developed in accordance with the R-1A development standards set forth in Section 58-65(f). (2nd Reading)

Attorney Ardaman read the ordinance by title. Commissioner Lindsey suggested amending the ordinance to limit this change to Orange County Public School properties. There were no public comments. Commissioner Russell recused himself as an employee of Orange County Public Schools.

**Motion made by Commissioner Lindsey to amend the title and Section 1 of the ordinance by adding "limited to Orange County Public School properties," seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Ingram, Cruzada and Lindsey and Mayor DeCiccio voted yes. Motion carried unanimously by a 4-0 vote. Commissioner Russell abstained. Form 1 Memorandum of Voting Conflict is attached to these minutes.**

Due to the amendment, this ordinance will be placed for 2<sup>nd</sup> reading on the May 27th commission agenda.

#### **14. Public Hearings: Non-Quasi-Judicial Matters**

#### **15. City Commission Reports**

Mayor DeCiccio –

- Tri-County League of Cities General Membership meeting is May 21st. Commissioner Ingram will attend.
- Commended streets for repairing potholes in advance of the Run for the Trees.
- Read a letter from Lake Killarney Board thanking David Zusi for his service upon.
- Letter commending Director of Parks and Recreation Jason Seeley.

Commissioner Ingram -

- Appointed Ashley Fraxedas to Parks and Recreation Advisory Board.
- Attended MetroOrlando Municipal Advisory Committee meeting.
- Recognized recipients of the Bobbie Lytle Outstanding Teacher Award: Marcy Aydt from Dommerich Elementary and Erin Gallagher from Brookshire Elementary
- Stressed importance of historic preservation and support of additional discussion.
- Thanked David Zusi for the tour of water and wastewater facilities.

Commissioner Russell -

- Last week was Teacher Appreciation Week
- Thanked Parks and Recreation staff for their support of school events.
- WPHS graduation is this weekend and year-end events for seniors began this week.
- Acknowledged email from Sarah Sprinkel on her perspective of historic preservation.
- Last day for seniors is tomorrow.

Commissioner Cruzada -

- Thanked Public Works for work on Golfside, Fairview and Summerfield.

- Asked for update Park Avenue Refresh, which was provided by Clarissa Howard, Director of Communications.

Commissioner Lindsey -

- Commended Clarissa Howard on her communications during Park Avenue Refresh.
- The Winter Park Library and staff members Shanna Kuster and Tom Tarbin were featured in an article in Winter Park Magazine
- Winter Park Library program on artificial intelligence is May 28<sup>th</sup>, and the summer reading program kick-off is May 30.
- Expressed his appreciation to David Zusi for his service.
- Read a letter commending Jason Seeley for his collaboration and communication with residents.

### **16. Summary of Meeting Actions**

- Cultural Arts Presentation from Winter Park High School Arts Program
- Received Winter Park Art Festival Best of Show
- Proclamations were presented for Building Safety Month and Historic Preservation Month
- Jason Riegler was confirmed as Director of Water and Wastewater Utilities.
- Received presentation of 2025 Annual Comprehensive Financial Report.
- Approved the Consent Agenda
- Appointed Chris Hardiman to the Firefighters' Pension Board
- Approved issuing an RFQ for a public/private partnership for City Hall parking garage.
- Approved request to subdivide property at 436 Knowles Avenue with conditions.
- Approved ordinance with amendment limit to permitted use to Orange County Public School properties.
- Schedule Work Session on June 26 with Blue Bamboo and allow public comment.
- Discussion on tasking Historic Preservation Board to look at strengthening the current code and incentive programs on next agenda
- Ashley Fraxedas was appointed to Parks and Recreation Advisory Board.

### **17. Adjournment**

The meeting was adjourned at 6:43 p.m.

Mayor Sheila DeCiccio

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ATTEST:

City Clerk Rene Cranis

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# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Craig Russell	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Winter Park City Commission
MAILING ADDRESS 1923 Summerfield rd	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY Winter Park	COUNTY Orange
DATE ON WHICH VOTE OCCURRED 5/13/2026	NAME OF POLITICAL SUBDIVISION: City Commissioner, seat 2
	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

**APPOINTED OFFICERS (continued)**

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

I, Craig Russell, hereby disclose that on 5/13, 20 26 :

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, \_\_\_\_\_ ;
- inured to the special gain or loss of my relative, \_\_\_\_\_ ;
- inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- inured to the special gain or loss of \_\_\_\_\_, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:


For the record, I would like to disclose that I am an employee of Orange County Public Schools. Because Ordinance 3366-26 involves matters related to public school property and development standards affecting Orange County Public Schools, I wanted to publicly acknowledge that employment relationship.

However, I do not believe this creates a special private gain or loss for me personally, nor does it impair my ability to fairly and objectively participate in discussion surrounding this ordinance. I am making this disclosure in the interest of transparency and public trust.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

5-22-26

Date Filed

  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



**item type**

Consent Agenda

**meeting date**

May 27, 2026

**prepared by**

Kim Breland, Deputy City Clerk

**approved by**

Randy Knight, City Manager

**subject**

Approve the minutes of the work session, May 14, 2026.

**motion | recommendation**

**background**

**alternatives | other considerations**

**fiscal impact**

**attachments**

1. CC-2026-05-14 min



# City Commission Work Session Minutes

**May 14, 2026 at 3:30 PM**

City Hall Commission Chambers  
401 S. Park Avenue

## **Present**

Mayor Sheila DeCiccio, Commissioners Elizabeth Ingram, Craig Russell, Kris Cruzada and Warren Lindsey; City Manager Randy Knight; Assistant City Manager Michelle del Valle; and Deputy City Clerk Kim Breland.

## **Also Present**

Director of Natural Resources Gloria Eby and Lee Hale of Hale Innovation.

### **1. Meeting Called to Order**

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

### **2. Discussion Item (s)**

#### **a. Winter Park Grant Master Plan**

Director of Natural Resources Gloria Eby spoke about the city's efforts to centralize its grant process and strengthen coordination across departments to increase funding opportunities and support long-term priorities. The centralized structure has improved collaboration, streamlined the grant process, reduced departmental workload, and enabled the city to pursue larger, more competitive funding opportunities tied to CIP projects and other city initiatives. She introduced the city's new Environmental Specialist Grant Manager Joe Smirti and emphasized the importance of a dedicated source to manage grants. She reviewed completed and pending grant pursuits related to stormwater, wastewater, resiliency, and water quality projects, noting approximately \$42.5 million in grant funding secured since 2023. In addition, she noted several pending applications and ongoing basin study planning efforts tied to future projects.

Lee Hale provided an overview of Hale Innovation and discussed their role in supporting the city's grant pursuits. He reported the city's grant success rate, the value of the grant master plan, and the importance of maintaining proactive communication and coordination between departments to respond quickly to funding opportunities. He highlighted funded and pending projects, including the Howell Branch stormwater pond project, and wastewater and tourism development funding, and responded to questions regarding grants, legislative appropriations, cross-jurisdictional partnerships, public safety and fire station funding opportunities, master planning timelines, and budgeting strategies tied to future grant opportunities.

Discussion followed on compliance requirements, funding limitations, and the importance of maintaining updated master plans, CIP schedules, and coordinated communication between departments and leadership. The Commission expressed appreciation for the staff's grant efforts and continued collaboration in pursuing external funding opportunities for Winter Park projects and initiatives.

**3. Adjournment**

The meeting was adjourned at 4:49 p.m.

---

Mayor Sheila DeCiccio

ATTEST:

---

City Clerk Rene Cranis



City Commission

# agenda item 11.c

**item type**

Consent Agenda

**meeting date**

May 27, 2026

**prepared by**

**approved by**

**subject**

Approve the following formal solicitations:

**motion | recommendation**

**background**

**alternatives | other considerations**

**fiscal impact**

**attachments**

None



**item type**

Consent Agenda

**meeting date**

May 27, 2026

**prepared by**

Rebecca Watt, Contract Agent  
Jennifer Maier, Procurement Manager

**approved by**

Randy Knight, City Manager

**subject**

- RFQ26-17 - Pre-Qualified Contractors for Parks, Natural Resources, Stormwater, and Aquatic Services - Authorization for Procurement to enter into negotiations and award the top-ranked firms for each Task Group based on the selection committee's recommendations:
  - Task Group 1 - Storm Water Infrastructure Services: Cathcart Construction Company - Florida LLC, EnviroWaste Services Group, Inc., TSI Disaster Recovery, LLC
  - Task Group 2 - Aquatic Services: Earth Balance, TSI Disaster Recovery, LLC
  - Task Group 3 - Parks Shoreline, Boardwalk, and Dock Maintenance: Karina Lake & Pond Services, TSI Disaster Recovery, LLC, Zulu Marine Services, Inc.
  - Task Group 4 - Ecological Restoration and Bank Stabilization: EarthBalance, TSI Disaster Recovery, LLC, Zulu Marine Services, Inc.
  - Task Group 5 - Environmental Emergency Response and Post-Storm Services: Cathcart Construction Company - Florida LLC, TSI Disaster Recovery, LLC, Zulu Marine Services, Inc.
- RFP26-14 - Brick Paver Maintenance and New Installation (Rebid) - Award contracts to the following vendors with an annual amount not to exceed \$500,000 for each vendor.
  - JMD Global Developers, LLC
  - Pavers Depot
  - Poli Construction, Inc.

**motion | recommendation**

Commission approve items as presented and authorize Mayor to execute.

**background**

1. A formal solicitation was issued on March 27, 2026, with responses due on April 27,

2026. A total of twelve (12) responsive submittals were received and evaluated. Staff is now seeking approval to authorize Procurement to enter into negotiations and award the top-ranked firms listed in each Task Group.

2. Approve the final agreements with the awarded vendors, following the City Commission's prior approval of the award and authorization for staff to negotiate contract terms.

## **alternatives | other considerations**

### **fiscal impact**

1. Funding sources will vary on a project-by-project basis under each Task Group.
2. General Fund

### **attachments**

None



City Commission

# agenda item 11.d

**item type**

Consent Agenda

**meeting date**

May 27, 2026

**prepared by**

**approved by**

**subject**

Approve the following piggyback contracts:

**motion | recommendation**

**background**

**alternatives | other considerations**

**fiscal impact**

**attachments**

None



**item type**

Consent Agenda

**meeting date**

May 27, 2026

**prepared by**

Rebecca Watt, Contract Agent  
Jennifer Maier, Procurement Manager

**approved by**

Randy Knight, City Manager

**subject**

1. Cathcart Construction Company - Florida LLC - Amendment 1 - City of Titusville #CN24P020/LR - For New Projects, Repair, Replacement & Maintenance Construction; For construction services on an as-needed basis supporting projects and maintenance across City facilities, operations, and infrastructure. Contract Term: Through April 9, 2027; Not to Exceed: \$2,000,000
2. Chuck Robinson Concrete & Bob Cat, Inc. - Amendment 2 - Seminole County #RFP-604273-22/LNF - Aquatic Maintenance Services and Dredging; For aquatic maintenance and dredging services supporting waterways and stormwater infrastructure. Contract Term: Through May 30, 2027; Not to Exceed: \$300,000

**motion | recommendation**

Commission approve items as presented and authorize Mayor to execute.

**background**

1. The Originating Agency (City of Titusville) competitively solicited, awarded, and renewed this contract in accordance with the original agreement.
2. The Originating Agency (Seminole County) competitively solicited, awarded, and renewed this contract in accordance with the original agreement.

**alternatives | other considerations**

**fiscal impact**

1. Stormwater Capital Projects Fund, Community Redevelopment Fund
2. Stormwater Fund

**attachments**

None



**item type**

Consent Agenda

**meeting date**

May 27, 2026

**prepared by**

**approved by**

**subject**

Approve the following contracts:

**motion | recommendation**

**background**

**alternatives | other considerations**

**fiscal impact**

**attachments**

None



**item type**

Consent Agenda

**meeting date**

May 27, 2026

**prepared by**

Rebecca Watt, Contract Agent  
Jennifer Maier, Procurement Manager

**approved by**

Randy Knight, City Manager

**subject**

1. RFQ8-23 - Amendment 3 - Inspire Placemaking Collective, Inc. - General Planning Services; For professional consulting services to support city staff with active and potential future projects. Each task order will be brought to City Commission for approval, with the funding source listed. Contract Term: Through May 20, 2027
2. RFQ8-23 - Amendment 3 - GAI Consultants, Inc. - General Planning Services; For professional consulting services to support city staff with active and potential future projects. Each task order will be brought to City Commission for approval, with the funding source listed. Contract Term: Through May 21, 2027
3. RFQ8-23 - Amendment 3 - Redevelopment Management Associates - General Planning Services; For professional consulting services to support city staff with active and potential future projects. Each task order will be brought to City Commission for approval, with the funding source listed. Contract Term: Through May 22, 2027
4. RFQ7-24 - Amendment 3 - Voler Group, LLC - Professional Survey Consulting Services; For professional consulting services to support city staff with active and potential future projects. Each task order will be brought to City Commission for approval, with the funding source listed. Contract Term: Through May 22, 2027
5. Down To Earth - Golf Course Maintenance & Services Agreement; For temporary golf course maintenance services supporting the grow-in and maintenance of the WP9 greens and course conditions. Contract Term: Through September 19, 2026; Not to Exceed: \$197,000
6. IFB4-25 - Amendment 2 - Air Mechanical & Service Corporation - HVAC Installation, Repair & Replacement Services; For as-needed services supporting the operation, reliability, and functionality of HVAC systems across City facilities. Contract Term: Through June 5, 2027; Not to Exceed: \$500,000
7. IFB4-25 - Amendment 1 - Climate Control Mechanical Services - HVAC Installation, Repair & Replacement Services; For as-needed services supporting the operation, reliability, and functionality of HVAC systems across City facilities. Contract Term: Through June 8, 2027; Not to Exceed: \$500,000
8. IFB4-25 - Amendment 1 - Irvine Mechanical, Inc. - HVAC Installation, Repair & Replacement Services; For as-needed services supporting the operation, reliability, and functionality of HVAC systems across City facilities. Contract Term: Through June 11,

2027; Not to Exceed: \$500,000

### **motion | recommendation**

Commission approve items as presented and authorize Mayor to execute.

### **background**

1-3. A formal solicitation was issued to award this contract. This is the third of four allowable renewals per the original contracts.

4. A formal solicitation was issued to award this contract. This is the second of four allowable renewals per the original contract.

5. The City requires temporary golf course maintenance services to oversee the grow-in and maintenance of the resurfaced greens at the WP9 while maintaining the course conditions and allowing time to conduct a competitive process for a long-term agreement. Due to time constraints, proposals were requested from two (2) established providers serving similar municipal facilities. Down To Earth was selected based on lower cost and greater flexibility, including a shorter minimum commitment period and operational advantages compared to the alternative proposal.

6-8. A formal solicitation was issued to award this contract. This is the first of four allowable renewals per the original contracts.

### **alternatives | other considerations**

### **fiscal impact**

1-4. Each task order will be brought to City Commission for approval, with the funding source listed.

5-8. General Fund

### **attachments**

None



**item type**

Consent Agenda

**meeting date**

May 27, 2026

**prepared by**

Peter Moore, Director of Office of Management and Budget

**approved by**

Randy Knight, City Manager

**subject**

Winter Park Housing Authority - Subrecipient Grant Approval

**motion | recommendation**

Approval of the agreement as attached

**background**

The city received a \$500k HUD grant through Congressman Frost's office. This grant was to improve affordable housing and retention in the city. The city has been working with the Winter Park Housing Authority to assign this grant over to them to make roof repairs to their primary property at The Meadows. Many of the roofs are in need of replacement and this funding is being provided to make repairs and replacements as needed, enhancing the quality and longevity of housing for 337 individuals, children, and seniors, across 119 units. Under the terms of the grant with HUD, if the city does not want to directly administer the grant, they may award it to a subrecipient. This agreement outlines that subrecipient relationship and is required by the granting agency in order to move forward. In essence, the city is passing its grant to the Winter Park Housing Authority, to allow them to make improvements directly, instead of it being a pass-through process through the city. Once all final approvals are in place, the project is estimated to take 6–8 months.

While the agreement assigns implementation responsibilities to the Winter Park Housing Authority, the City remains the grant recipient and is ultimately responsible for compliance with HUD requirements, including oversight and reporting. These functions will be supported by Hale Innovation, the City's grant administration consultant.

**alternatives | other considerations**

Not approving this grant means that the city would need to manage the project, putting an unnecessary strain on staff resources. While this is possible, it seems more viable to allow this project and grant to be managed by the Winter Park Housing Authority for the benefit of their property.

**fiscal impact**

The total project is estimated at over \$600k however there is no impact to the city. The city is not obligated to any amount other than the grant. The Housing Authority will front any funding and then apply for reimbursement through the grant.

**attachments**

1. Subrecipient Agreement w-WPHA - CPF Housing Grant

# SUBRECIPIENT AGREEMENT

## **Economic Development Initiative – Community Project Funding (FY24) Housing Rehabilitation and Affordability Preservation Program**

This Subrecipient Agreement (“Agreement”) is entered into by and between the **City of Winter Park, Florida**, a Florida municipal corporation (“City”), and the **Winter Park Housing Authority**, a public body corporate and politic (“Subrecipient” or “WPHA”).

---

### ARTICLE I. RECITALS

WHEREAS, the United States Department of Housing and Urban Development (“HUD”) awarded the City **\$500,000** under the **Economic Development Initiative – Community Project Funding (FY24)** program (“CPF Award”), Assistance Listing 14.251; and

WHEREAS, the CPF Award is governed by the Consolidated Appropriations Act, 2024, applicable appropriations act conditions, and HUD award terms and conditions; and

WHEREAS, the CPF Award funds the **Housing Rehabilitation and Affordability Preservation Program**, which includes the removal and replacement of aging and storm-damaged roofing systems at **The Meadows**, a Winter Park Housing Authority public housing community (“Project”); and

WHEREAS, the City desires to enter into this Agreement with WPHA as a subrecipient to carry out the CPF-funded construction activities; and

WHEREAS, WPHA will provide all funding required to complete the Project in excess of the \$500,000 CPF Award using **non-federal funds**; and

WHEREAS, the City will retain responsibility for grant administration, HUD reporting, and environmental review compliance and will engage **Hale Innovation LLC** to perform grant administration and environmental review services on its behalf;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows.

---

### ARTICLE II. DEFINITIONS

- **CPF Award** means the HUD Economic Development Initiative – Community Project Funding award in the amount of \$500,000 awarded to the City.
- **HUD** means the United States Department of Housing and Urban Development.

- **Project** means the removal and replacement of aging and storm-damaged roofing systems at The Meadows.
  - **Section 3** means Section 3 of the Housing and Urban Development Act of 1968, as amended, and its implementing regulations at 24 CFR Part 75.
- 

## ARTICLE III. SCOPE OF WORK

### A. Eligible CPF Activities

CPF funds shall be used solely for eligible Project construction costs, including labor, materials, equipment, permitting, inspections, and site cleanup required to complete the roofing replacements at The Meadows in compliance with applicable building codes and federal requirements.

### B. Excluded Activities

CPF funds shall not be used for grant administration, environmental review, NEPA compliance, design, engineering, or other non-construction administrative activities.

### C. Roles and Responsibilities

1. WPHA shall procure, manage, and oversee all construction contractors and shall be responsible for contractor performance. WPHA assumes all risks associated with the performance of the Project and for paying all contractors, consultants, vendors, suppliers and materialmen performing work on the Project.
2. The City shall serve as the HUD award recipient and shall retain responsibility for grant administration, HUD reporting, and environmental review compliance.
3. Hale Innovation LLC shall perform grant administration and environmental review services on behalf of the City.
4. The City shall have no other obligation concerning the Project. In no event shall the City have any liability for any operation, maintenance or repair of the Project.

The Scope of Work is further described in **Exhibit A**, incorporated herein by reference.

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## ARTICLE IV. TERM AND PERIOD OF PERFORMANCE

This Agreement shall commence upon execution and shall remain in effect through completion of the Project and closeout of the CPF Award, unless terminated earlier in accordance with this Agreement or HUD requirements.

---

## ARTICLE V. PROJECT BUDGET AND FUNDING

### A. CPF Funding Cap

The City shall provide CPF funds to WPHA in an amount not to exceed **\$500,000**.

### B. Non-Federal Funds

WPHA shall be solely responsible for funding any Project costs exceeding the CPF Award, including remaining construction costs, contingencies, or cost overruns, using non-federal funds.

### C. No Obligation Beyond Award

Nothing in this Agreement obligates the City to provide funding in excess of the CPF Award amount.

The Project budget is attached as **Exhibit B**.

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## ARTICLE VI. PAYMENT AND FINANCIAL MANAGEMENT

### A. Reimbursement Basis

All CPF funds shall be provided on a reimbursement basis only. WPHA shall submit requests for reimbursement with paid invoices and supporting documentation acceptable to the City.

### B. Eligible Costs

Only costs that are eligible, reasonable, necessary, and incurred within the approved Scope of Work and Period of Performance shall be reimbursed.

### C. Financial Standards

WPHA shall comply with applicable provisions of **2 CFR Part 200**, including cost principles and financial management standards, and with the City's financial policies and procedures, incorporated by reference.

### D. Record Retention

WPHA shall retain all Project records in accordance with federal record retention requirements and shall make such records available to the City, HUD, the HUD Office of Inspector General, and auditors upon request.

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## ARTICLE VII. NOTICE

Notices required by this Agreement shall be in writing and delivered via certified mail, commercial courier, or personal delivery or sent by facsimile, email, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following:

<b><u>City</u></b>	<b><u>Subrecipient</u></b>
City of Winter Park Attn: City Manager 401 S. Park Avenue Winter Park, Florida 32789 407-599-3399	Winter Park Housing Authority Attn: _____ 718 Margaret Square Winter Park, Florida 32789 407-645-2869

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## ARTICLE VIII. PROCUREMENT AND CONFLICT OF INTEREST

### A. Procurement

WPHA shall conduct all procurements in accordance with the City's established procurement policies and procedures, **2 CFR 200.317–200.327**, and applicable federal requirements. WPHA remains responsible for contractor selection, oversight, and performance.

### B. Conflict of Interest

WPHA shall comply with applicable conflict-of-interest requirements set forth in **2 CFR Part 200**. WPHA must not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2026), as may be amended, relating to ethics in government. No funds received hereunder will be used for lobbying, electioneering or campaign purposes.

WPHA has the continuing duty to report to the City any information that indicates a possible violation of this provision.

---

## ARTICLE IX. ENVIRONMENTAL REVIEW (NEPA)

- A. The City is the Responsible Entity for environmental review under **24 CFR Part 58**.
  - B. WPHA shall cooperate fully with the City and its consultant and shall provide access, documentation, and certifications as required.
  - C. WPHA shall not undertake any choice-limiting actions or construction activities prior to written environmental clearance from the City.
- 

## ARTICLE X. SECTION 3 COMPLIANCE

Section 3 applies to CPF-funded construction activities under this Agreement.

WPHA shall comply with Section 3 and **24 CFR Part 75** to the greatest extent feasible and shall ensure that all construction contracts include required Section 3 clauses. WPHA shall make good-faith efforts to direct employment and contracting opportunities to Section 3 workers and Section 3 business concerns, maintain documentation of such efforts, and submit Section 3 reports and data to the City upon request. The City retains oversight and monitoring authority.

In performing the Project, WPHA shall comply with all state and local laws, statutes, regulations and ordinances, including building and zoning regulations. By entering into this Agreement, the City is not waiving any ordinance or code requirements.

---

## ARTICLE XI. ADDITIONAL FEDERAL REQUIREMENTS

### A. Debarment and Suspension

WPHA certifies that neither it nor its principals are debarred, suspended, or otherwise excluded from participation in federally assisted programs and shall comply with **2 CFR Part 180** and **2 CFR Part 2424**. WPHA shall execute any required certifications.

### B. Lobbying

WPHA shall comply with the Byrd Anti-Lobbying Amendment, **31 U.S.C. § 1352**, and **24 CFR Part 87**, and shall execute any required certifications or disclosures, including Standard Form LLL, if applicable.

### C. Fraud, Waste, Abuse, and Whistleblower Protections

WPHA shall report suspected fraud, waste, or abuse involving CPF funds to the City and HUD's Office of Inspector General and shall comply with whistleblower protections under **41 U.S.C. § 4712**.

## D. Build America, Buy America

To the extent applicable, WPHA shall comply with the **Build America, Buy America Act** and any HUD-issued waivers or guidance.

## E. Civil Rights and Fair Housing

WPHA shall comply with applicable federal civil rights and fair housing requirements, including **24 CFR Part 5, Subpart A**, as applicable to the Project. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 52 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, Federal transit law, 49 U.S.C. Section 5332, and implementing regulations; WPHA will not discriminate against any employee, applicant for employment, or contractor hired, or any passenger provided transit service because of race, color, religion, national origin, ancestry, sex, age, or disability.

## F. Trafficking in Persons

WPHA shall comply with the award term regarding trafficking in persons set forth in **2 CFR Part 175. Trafficking in Persons**

## G. E-Verify

WPHA must comply with the E-Verify requirements of Section 448.095, F.S.

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## ARTICLE XII. REPORTING AND MONITORING

WPHA shall provide progress, financial, and compliance information sufficient for the City to meet HUD CPF reporting requirements. The City, HUD, and their authorized representatives shall have access to Project records and sites for monitoring and audit purposes.

---

## ARTICLE XIII. INSURANCE AND INDEMNIFICATION

During the term of this Agreement, WPHA shall maintain the following insurance policy coverage:

- Workers' Compensation in the amounts required by Florida law
- General commercial liability insurance with limits of at least \$1,000,000 per occurrence.

WPHA shall, at its own expense, indemnify and hold harmless the City and its public officials (elected and appointed), successors and assigns, agents, officers, and employees, from and against all claims of every kind and nature (including losses incurred or suffered in consequences either of bodily injury to a person or damage to property) and damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the Project and the acts or omissions of the WPHA, including anyone directly or indirectly employed by the WPHA or anyone for whose acts the WPHA may be liable, in the performance of the obligations under this Agreement or the Project, except that the WPHA will not be required to indemnify and hold harmless the City if such claim, damage, loss and expense is the result of the sole negligence of the City, or of anyone directly or indirectly employed by the City or anyone for whose acts the City may be liable.

The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in such Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in this agreement 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.

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## ARTICLE XIV. DEFAULT AND REMEDIES

The City may suspend or terminate this Agreement for nonperformance, noncompliance, or misuse of CPF funds. WPHA shall be liable for repayment of CPF funds expended in violation of this Agreement.

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## ARTICLE XV. TERMINATION

This Agreement may be terminated for convenience or for cause by the City upon written notice to WPHA, subject to HUD requirements and applicable law.

## ARTICLE XVI. PUBLIC RECORDS

The Parties acknowledge that any records generated, kept, or maintained pursuant to this Agreement are public records subject to the disclosure requirements of Article I, § 24 of the Florida Constitution and Chapter 119, Florida Statutes, unless otherwise made statutorily exempt or confidential, in which case, the Parties agree to maintain the exempt or confidential nature of any such records. All such public records must be maintained as required by law and preserved pursuant to the appropriate retention schedule as established by the Florida Department of State, Division of Library Services. WPHA agrees to indemnify and hold the City harmless from and against any damages, penalties, sanctions, or attorneys' fees or costs arising from the WPHA's failure to appropriately maintain public records or otherwise timely respond to public records requests.

---

## ARTICLE XV. MISCELLANEOUS

All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement.

In no event will any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City.

This Agreement shall be governed by the laws of the State of Florida.

Exclusive venue for any disputes or litigation arising out of this Agreement shall be in a court of competent jurisdiction in and for Orange County, Florida.

If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the Parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

This Agreement shall not be construed as creating any joint employment or partnership relationship between the WPHA and the City, and the City will not be liable for any obligation incurred by the WPHA, including, but not limited to, unpaid minimum wages and/or overtime premiums.

This Agreement is binding upon and inures to the benefit of the City and the WPHA. This Agreement may not be assigned to another person or entity or successor in interest to WPHA absent the written consent of the City.

This Agreement may be executed in any number of counterparts, each of which shall be a duplicate original, but all of which taken together shall constitute one and the same document.

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## EXHIBITS AND ATTACHMENTS

The following Exhibits and Attachments are incorporated into this Agreement:

- **Exhibit A** – Scope of Work
- **Exhibit B** – Project Budget
- **Attachment 1** – Section 3 Requirements Summary (Plain-English)
- **Attachment 2** – Combined Federal Certifications (Debarment, Lobbying, Compliance Acknowledgment)

**IN WITNESS WHEREOF**, the Parties have made and executed this Agreement as of the date last executed by the Parties.

WINTER PARK HOUSING AUTHORITY

CITY OF WINTER PARK

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Date:\_\_\_\_\_

Date:\_\_\_\_\_

## **Exhibit A – Scope of Work**

### **Project Overview**

The Winter Park Housing Authority (“WPHA”) shall carry out the Housing Rehabilitation and Affordability Preservation Program (the “Project”) at The Meadows, a public housing community owned and operated by WPHA. The Project consists of the removal and replacement of aging and storm-damaged roofing systems to preserve the structural integrity of the buildings, protect residential units, and maintain long-term housing affordability.

The Project is funded in part by the Economic Development Initiative – Community Project Funding (FY24) award from the U.S. Department of Housing and Urban Development (“HUD”), administered by the City of Winter Park (“City”).

### **CPF-Funded Eligible Activities**

Community Project Funding (“CPF”) funds shall be used solely for eligible construction-related costs associated with the roofing replacement work at The Meadows, including:

- Removal and disposal of existing roofing materials;
- Furnishing and installation of new roofing systems;
- Labor, materials, and equipment necessary to complete the work;
- Required permits, inspections, and fees;
- Site preparation, protection, and cleanup activities directly related to construction.

All work shall be performed in compliance with applicable federal requirements, state and local building codes, and manufacturer specifications.

### **Ineligible Activities**

CPF funds shall not be used for:

- Grant administration or grant management services;
- Environmental review, NEPA compliance, or related studies;
- Design, engineering, or architectural services not directly tied to construction;
- Any costs incurred outside the approved Scope of Work or prior to required environmental clearance.

### **Roles and Responsibilities**

#### Winter Park Housing Authority

WPHA shall:

- Procure, manage, and oversee all construction contractors;
- Ensure construction activities are completed in accordance with approved plans, codes, and standards;
- Maintain documentation supporting eligible costs and contractor compliance;
- Implement Section 3 requirements to the greatest extent feasible;
- Coordinate with the City and its consultant to support environmental review and monitoring activities.

## City of Winter Park

The City shall:

- Serve as the HUD award recipient and administer the CPF Award;
- Perform or oversee grant administration activities;
- Act as the Responsible Entity for environmental review and NEPA compliance;
- Review reimbursement requests and supporting documentation;
- Monitor Project compliance with the Subrecipient Agreement.

## Grant Administration and Environmental Review Consultant

Hale Innovation LLC shall perform grant administration and environmental review services on behalf of the City, including documentation, coordination, and compliance support.

### **Project Funding Structure**

CPF funds shall be applied to the first \$500,000 of eligible Project construction costs. WPHA shall be solely responsible for funding all remaining Project costs, including any cost overruns or contingencies, using non-federal funds.

### **Schedule and Coordination**

WPHA shall coordinate the construction schedule with the City and its consultant and shall provide progress updates as reasonably requested to support HUD reporting and Project oversight.

## Exhibit B - Project Budget

<b>Project Budget</b>	
<b>Task</b>	<b>Estimated Cost</b>
Grant Admin	\$ 22,300.00
NEPA	\$ 28,520.00
Demolition	\$ 76,850.67
Construction	\$ 528,749.56
<b>Total</b>	<b>\$ 656,420.23</b>

<b>Source of Funding</b>	
Federal Estimated Funding	\$ 500,000.00
Applicant Estimated Funding (City of Winter Park)	\$ 50,820.00
State Estimated Funding	\$ -
Local Estimated Funding	\$ -
Other Estimated Funding (Winter Park Housing Authority)	\$ 105,600.23
Program Income Estimated Funding	\$ -
<b>Total</b>	<b>\$656,420.23</b>

# ATTACHMENT 1 – SECTION 3 REQUIREMENTS SUMMARY (PLAIN-ENGLISH)

## What Is Section 3?

Section 3 is a federal requirement that applies to HUD-funded construction projects. Its purpose is to ensure that, to the greatest extent feasible, employment and contracting opportunities created by the project are directed to local low-income residents and businesses.

This project is funded in part by HUD Community Project Funding (CPF). As a result, Section 3 requirements apply to construction activities.

## Who Must Comply?

Section 3 applies to:

- The Winter Park Housing Authority (WPHA), and
- All contractors and subcontractors performing construction work funded with CPF dollars.

## What Is Required for Roofing Contractors?

Roofing contractors are not required to meet quotas or guarantees. Instead, they must make good-faith efforts to comply.

Good-faith efforts include:

- Notifying local employment agencies, workforce boards, or housing authorities of job opportunities;
- Including Section 3 language in job postings and bid solicitations;
- Considering qualified Section 3 workers and businesses when hiring or subcontracting;
- Documenting outreach and hiring efforts, even if no Section 3 workers are ultimately hired.

## What Is a Section 3 Worker or Business?

A **Section 3 worker** is generally a worker who:

- Lives in public housing or subsidized housing, or
- Has household income below HUD income limits.

A **Section 3 business concern** is generally a business that:

- Is owned by low-income persons, or

- Employs a workforce where at least 75% of labor hours are worked by Section 3 workers.

## Reporting and Documentation

Contractors must:

- Keep records of hiring, subcontracting, and outreach efforts;
- Provide information to WPHA upon request;
- Cooperate with Section 3 reporting required by HUD.

WPHA is responsible for submitting Section 3 information to the City, and the City is responsible for HUD reporting.

## Key Takeaway

Section 3 is about effort and documentation, not guaranteed outcomes. Contractors are expected to try, document those efforts, and cooperate with reporting requests.

# ATTACHMENT 2 – COMBINED FEDERAL CERTIFICATIONS

## A. Certification Regarding Debarment and Suspension

The undersigned certifies that neither the Winter Park Housing Authority nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally assisted transactions, as provided under **2 CFR Part 180** and **2 CFR Part 2424**.

The undersigned agrees to notify the City of Winter Park immediately if this certification becomes inaccurate at any time during the term of the Subrecipient Agreement.

## B. Certification Regarding Lobbying (Byrd Anti-Lobbying Amendment)

The undersigned certifies, to the best of their knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of this federal grant.
2. If any non-federal funds have been or will be paid for such lobbying activities, the undersigned shall complete and submit Standard Form LLL (Disclosure of Lobbying Activities) in accordance with applicable regulations.

## C. Federal Compliance Acknowledgment

The undersigned acknowledges and agrees that the Winter Park Housing Authority shall comply with all applicable federal requirements associated with HUD Community Project Funding, including but not limited to:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements (2 CFR Part 200);
- Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 75);
- Civil rights and fair housing requirements;
- Prohibitions on fraud, waste, and abuse, and applicable whistleblower protections;
- Build America, Buy America requirements, to the extent applicable.

The undersigned understands that failure to comply with applicable federal requirements may result in remedies available to the City of Winter Park and HUD.

**AUTHORIZED CERTIFICATION**

Name of Organization: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**item type**

Action Items Requiring Discussion

**meeting date**

May 27, 2026

**prepared by**

Allison McGillis, Director of Planning and Zoning

**approved by**

Randy Knight, City Manager

**subject**

Direction to the Historic Preservation Board regarding historic preservation ordinance revisions and development of new historic preservation incentives

**motion | recommendation**

**background**

The City's existing historic preservation framework provides a foundational structure for identifying and protecting historic resources within the City. However, evolving redevelopment pressures, resident concerns, and changes in preservation practices statewide present an opportunity for the Commission to discuss and evaluate whether the current program effectively advances the City's long-term preservation goals or if additional direction should be given to the Historic Preservation Board to examine areas in the program that can improve. Based on the current ordinance, some components which the HPB can evaluate further may include:

- Initiation of a comprehensive historic preservation ordinance update;
- Development of local design guidelines for historic structures;
- Evaluation of additional preservation incentives;
- Review of demolition delay provisions for Florida Master Site File properties;
- Enhanced public outreach and education initiatives.

**alternatives | other considerations**

**fiscal impact**

**attachments**

None



**item type**

Action Items Requiring Discussion

**meeting date**

May 27, 2026

**prepared by**

Victoria Tabor, Administrative Coordinator IV

**approved by**

Randy Knight, City Manager

**subject**

Nanobubbler Innovation Technology Grant: Barge and Monitoring Buoy

**motion | recommendation**

With the temporary electric easement agreement between the City of Winter Park and Rollins College now fully executed, staff recommends approval of both Rollins College's long-term monitoring buoy and the City's temporary Nanobubble Technology Barge. The Nanobubble project is funded through the Florida Department of Environmental Protection's Innovative Technology Grant.

**background**

Winter Park has been awarded a highly competitive \$2.1 million Innovation Technology Grant to implement advanced nanobubble technology in Lake Virginia. This innovative technology is being applied to study technology to improve water quality and reduce the occurrence of harmful algal blooms, supporting the long-term ecological health of the lake.

In addition to the temporary treatment barge, Rollins College is requesting permission to deploy a semi-permanent, easily removable monitoring buoy within Lake Virginia to enhance academic programming and scientific research initiatives. The proposed buoy will provide access to high-frequency monitoring data and improve the college's capacity for educating students and communication with the public, as well as engagement with the global scientific community on water quality concerns.

**alternatives | other considerations**

**fiscal impact**

**attachments**

1. Innovative Technology Grant requires Sect 114-70 Approval include the chapter
2. Temporary Easement Agreement Rollins College and City of Winter Park include the agreement
3. Presentation - Innovative Technology Grant Sect 114-70 Approval

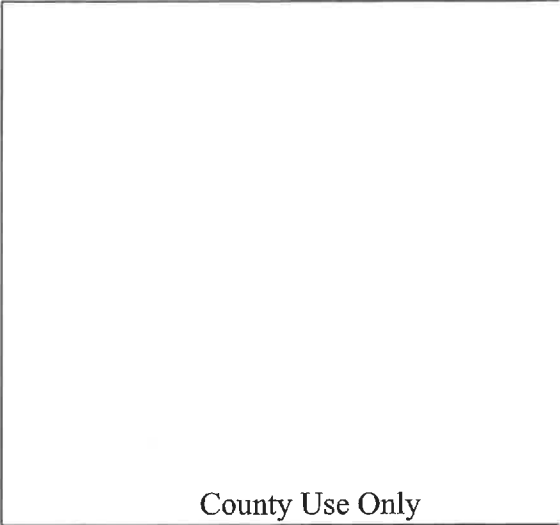
Sec. 114-70. - Temporary obstructions; time restrictions; emergency markers; authorization of "no wake zone" buoys.

- (a) *Temporary obstructions.* It shall be unlawful for any person to leave or permit any vessel, barge dredge, temporary dock or pier or any other temporary obstruction to be left extending further than 20 feet from the shoreline or to anchor any float, buoy or other hazard more than 40 feet from the shoreline between the hours of sunset and sunrise, unless such vessel, barge, dredge, buoy or other temporary obstruction is properly lighted to show its overall length, or prior approval is given by the city commission after a public hearing.
- (b) *Time restrictions.* It shall be unlawful for any person to leave or permit any lighted or approved temporary obstruction to be left in any city lake for more than 48 hours during any 30-day period unless prior approval is given by the city commission after a public hearing.
- (c) *Emergency markers.* Temporary floats or buoys denoting the location of potential hazards to navigation or lost valuables may be placed in a lake provided that the following conditions are met:
  - (1) The marker must be clearly visible to boaters;
  - (2) The city police department or the lakes division must be notified immediately as to the location and purpose of the emergency marker and the length of time it will be in the water;
  - (3) The marker must be removed immediately upon retrieval of the hazard or lost object or upon notification by the city.
- (d) *Authorization of "no wake zone" buoys.* Buoys maintained by the city for the purpose of denoting state approved no wake zones or other boating-restricted areas, including canals, publicly accessible fueling stations, public boat ramps, and designated swimming areas are authorized by this section. The sizes and measurements of such buoys shall meet state approved standards.

(Code 1960, § 7-13; Ord. No. 2298, § 1, 5-25-99; Ord. No. 3336-25, § 4, 5-28-25)

**TEMPORARY EASEMENT IN GROSS**

KNOW ALL MEN BY THESE PRESENTS, That ROLLINS COLLEGE, a Florida Not for Profit Corporation, with its principal address located at 1000 Holt Avenue, Winter Park, Florida (“GRANTOR”), in consideration of the mutual benefits, covenants and conditions herein contained, does grant and convey to CITY OF WINTER PARK, a Florida Municipal Corporation (“GRANTEE”), 401 Park Ave S., Winter Park, Florida 32789, and to its successors, lessees and assigns, a limited temporary easement to install, operate and maintain for a 18-month temporary period (approximately six (6) months of permitting time and twelve (12) months of on-site use) commencing upon GRANTOR’s execution of this instrument, an electric meter and electric distribution facilities as may be necessary or desirable for GRANTEE to connect to GRANTOR’s electrical power system for the purpose of providing temporary electric energy and service by GRANTEE to a barge to be placed and operated by the GRANTEE within Lake Virginia for a lake oxygenation project as generally depicted in the Exhibit attached; said facilities to be located in the following described “Easement Area” within GRANTOR’s premises in ORANGE County, Florida, to wit:



County Use Only

A 10.0 FEET WIDE AND 140.0’ LONG EASEMENT DESCRIBED AS LYING 5.00 FEET ON BOTH SIDES OF AN ELECTRIC UTILITY CABLE TO BE INSTALLED ON THE CAMPUS OF ROLLINS COLLEGE IN THE CITY OF WINTER PARK, FLORIDA ALONG WITH AN ELECTRIC METER. THE EASEMENT SHALL BE GENERALLY LOCATED WITHIN THE RED OUTLINED AREA SHOWN IN EXHIBIT “A” ATTACHED HERETO.

Property Description.

ROLLINS COLLEGE CAMPUS LOCATED AT 1000 HOLT AVENUE, WINTER PARK, FLORIDA. ORANGE COUNTY, FLORIDA TAX PARCEL NUMBER 05-22-30-9400-63-010

*GRANTEE will provide GRANTOR with a reimbursement for the cost of the electric power consumption used by GRANTEE’s lake oxygenation project based on the metered rate starting the month after the power is activated for the Project nanobubbler and for the remaining term of this Easement. The meter to be installed within the Easement by GRANTEE will measure the electric power consumption by GRANTEE’s lake oxygenation project connected to GRANTOR’s electrical power system for purposes of GRANTEE providing GRANTOR with reimbursement for such electric power consumption. GRANTOR will keep noise emanating from the Project nanobubbler at 65 db or lower with corrections for sound exceeding such levels being made within 15 days from receipt of written notice from GRANTOR evidencing noise levels in excess of such levels. In the event of fire or other emergency, for the protection of people and property, GRANTOR is allowed to temporarily shut down power running to GRANTEE’s Project provided that power is restored when the emergency is over or it is otherwise safe to do so. Within 20 days from the execution of this Easement by the parties, the GRANTEE will reimburse GRANTOR up to \$2,500.00 for GRANTOR’s actual documented legal expenses incurred in drafting and negotiating this Easement.*

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to install, operate, maintain and remove said electrical power facilities as shown in the attached Exhibit; (b) the right for GRANTEE to increase or decrease the voltage of the electrical power, as long as such increases or decreases do not affect any other primary-connected loads on GRANTOR’s property, and (c) the right of GRANTEE to have ingress and egress to and from the Easement area for the purpose of exercising the rights granted herein subject to reasonable notice to and coordination with

GRANTOR. GRANTEE will coordinate with GRANTOR on any request to clear the Easement Area of trees or vegetation that may endanger or interfere with the safe and efficient operation or maintenance of said facilities with GRANTEE being responsible for the cost of such clearing, if applicable. GRANTOR covenants not to interfere with or obstruct GRANTEE's facilities within the Easement Area.

GRANTEE shall be responsible for any liability imposed by law as the result of persons being injured by the electric facilities within the Easement Area that are installed by GRANTEE; provided however, nothing herein is intended as or constitutes a waiver of the GRANTEE's sovereign immunity protections and defenses or any other privileges, protections and defenses afforded under law.

During the term of this temporary Easement, GRANTEE, at its expense, will secure and maintain a commercial general liability insurance policy and umbrella policy with collective limits of at least \$2,000,000 per occurrence covering the lake oxygenation project naming GRANTOR as an additional insured party. GRANTEE will provide GRANTOR with a certificate of insurance evidencing such required coverage prior to on-site installation activities.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this Easement.

**This Easement shall automatically terminate eighteen (18) months from its execution by the GRANTOR. GRANTEE shall, at its expense remove all facilities GRANTEE placed within the Easement Area upon termination of this Easement and reasonably restore the Easement area to its prior condition.**

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have caused this Easement to be signed in their name by their proper officials thereunto duly authorized and their official seal to be hereunto affixed and attested this 6th day of MAY, 2026.

WITNESSES:

Alexandra Morales

(Print Name) Alexandra Morales

Eric Graveling

(Print Name) Eric Graveling

GRANTOR, Rollins College

Jeremy Williamson

Print Name: Jeremy Williamson

Address 1000 Holt Ave - 2732,

Winter Park, Florida 32789

zip code

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this day of 6 May, 2026, by Jeremy Williamson as Asst. V.P. of Rollins College, a Florida Not for Profit Corporation, who is personally known to me or has produced as identification.

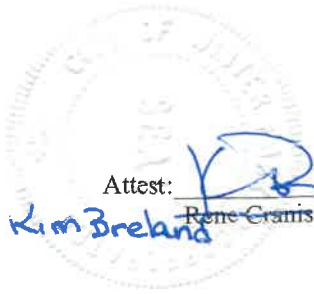


Karen E Riegert  
NOTARY PUBLIC

Print Name: Karen E Riegert

Serial Number

My Commission Expires: July 1 2027




Attest:

  
Rene Gramis, City Clerk (Deputy)

GRANTEE:

City of Winter Park, a Florida municipal corporation

  
Randy Knight, City Manager

## Exhibit "A"

### Location Of Project:

The three figures below provide geographical location for project. Figure 1 presents a map of Lake Virginia, for the approximate location of the nanobubble barge; sediment and depth will determine final location within this proximity. Figure 2 provides a rendering of the barge, including the cypress trees and spud supports. Bathymetric contour data was sourced from the Florida Fish and Wildlife Conservation Commission's GIS database.

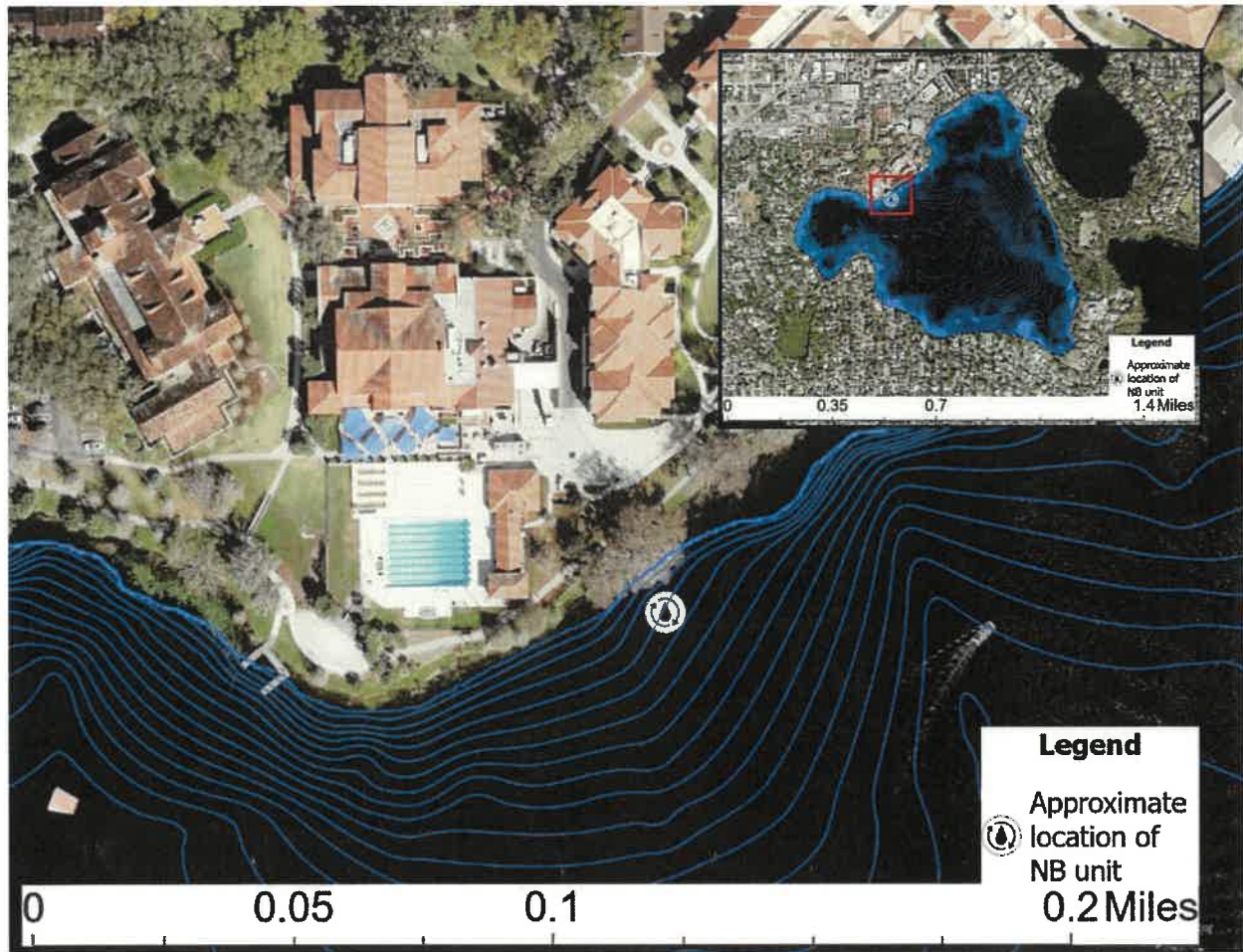
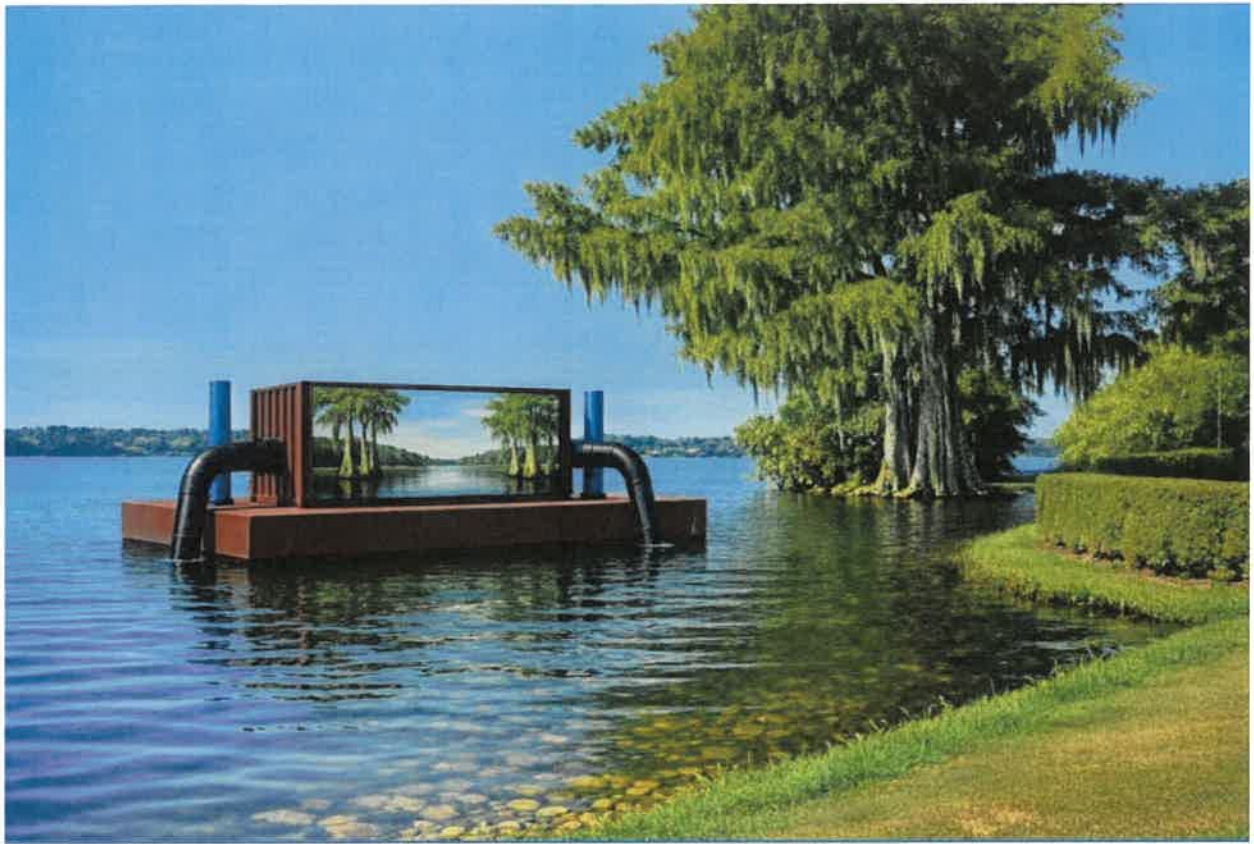


Figure 1.



**Figure 2**

The information and data contained herein are deemed to be accurate and reliable and are offered in good faith, but without guarantee of performance. Moleaer assumes no liability for results obtained or damages incurred through the application of the information contained herein. Customer is responsible for determining whether the products and information presented herein are appropriate for the customer's use and for ensuring that customer's workplace and disposal practices are in compliance with applicable laws and other governmental enactments. Specifications subject to change without notice. Copyright © 2025 Moleaer. All trademarks stated herein are the property of their respective company. All rights reserved. This document is confidential and contains proprietary information of Moleaer Inc. Neither this document nor any of the information contained herein may be reproduced, redistributed or disclosed under any circumstances without the express written permission of Moleaer Inc.

### Electrical Installation and Location:

All landscaping will be restored upon installation and upon completion of project. Site will fully be decommissioned.



### **Standard Operating Procedures for Communications and Access with Rollins College:**

To ensure efficiency, Jeremy Williamson will be point of contact for all activities related to this project. It is understood Mr. Williamson will be contacted to gain access and be provided with a periodic update on project status, including data, for the duration of the temporary easement established. No sampling, other than sound study as presented, will be conducted on campus. No signs will be placed on Rollins campus related to the project.

#### **Jeremy Williamson**

Assistant Vice President  
Facilities Services | Rollins College  
407.646.2478 | [jwilliamson@rollins.edu](mailto:jwilliamson@rollins.edu)

City representatives will be:

**Gloria Eby:** 407-599-3471 [geby@cityofwinterpark.org](mailto:geby@cityofwinterpark.org)  
Director- Natural Resources & Sustainability

**Joey Cordell:** 407-691-7829 [jcordell@cityofwinterpark.org](mailto:jcordell@cityofwinterpark.org)  
Asst. Director- Natural Resources & Sustainability

General education to be provided to the Lake Virginia residents by city as required by grant agreement. A dedicated city project webpage will be created for further outreach.

#### **Acoustic Monitoring Plan:**

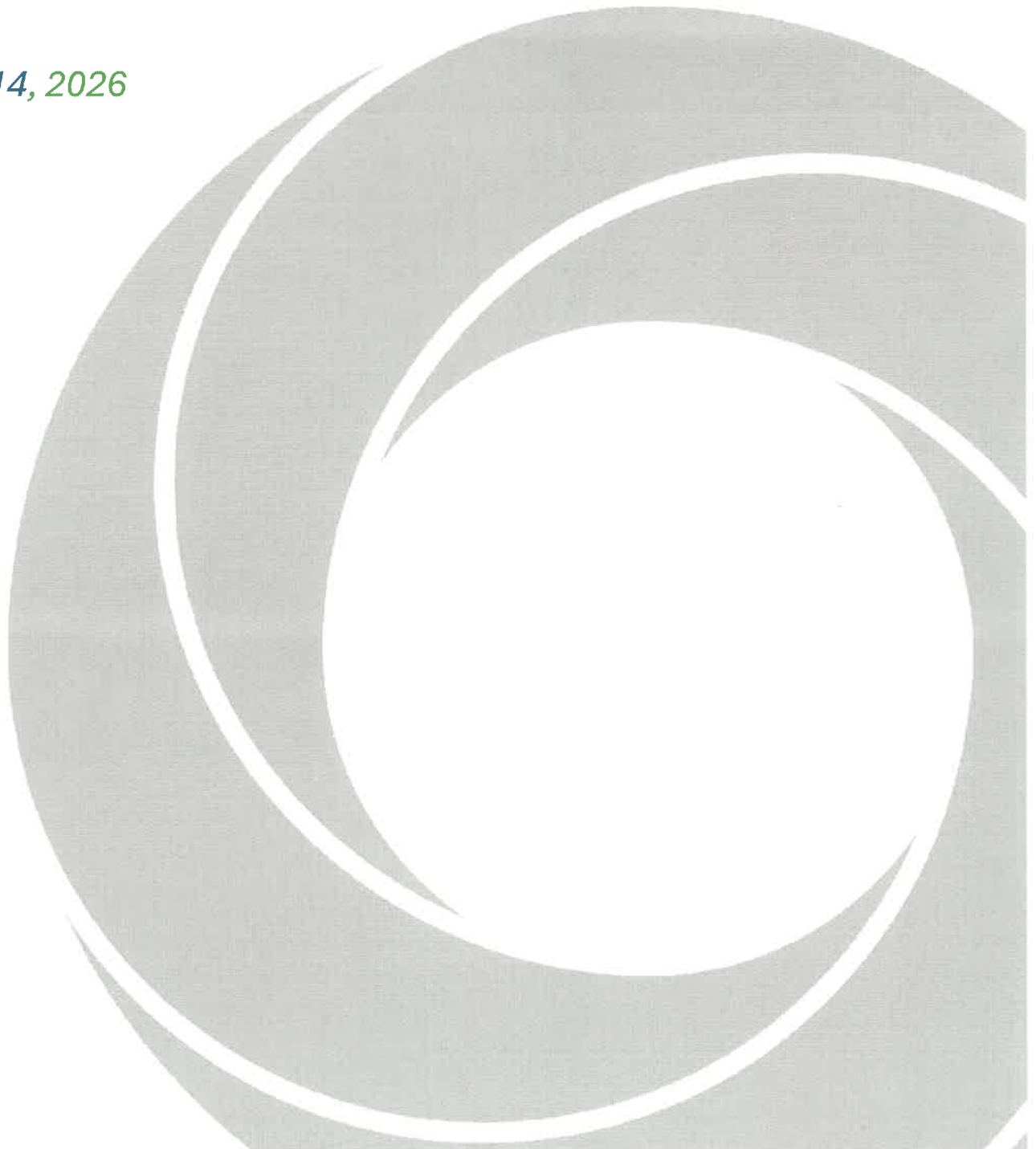
The purpose of this acoustic monitoring program is to quantify ambient and operational sound levels associated with Moleaer's nanobubble (NB) treatment system that will be deployed in Lake Virginia. Monitoring will establish:

- Baseline sound conditions prior to NB system operation
- Operational sound levels during NB system activity
- Spatial variability in sound across receptor locations

Please refer to *Acoustic Monitoring Plan, Lake Virginia (Winter Park, FL)* included with Exhibit "A".

# Acoustic Monitoring Plan Lake Virginia (Winter Park, FL)

*April 14, 2026*



## 1. Objective

The purpose of this acoustic monitoring program is to quantify ambient and operational sound levels associated with Moleaer's nanobubble (NB) treatment system that will be deployed in Lake Virginia. Monitoring will establish:

- Baseline sound conditions prior to NB system operation
- Operational sound levels during NB system activity
- Spatial variability in sound across receptor locations

## 2. Monitoring locations

Acoustic measurements will be conducted at four monitoring locations selected to represent both proximity to the treatment system and nearby high-use areas (Figure 1).

<b>Site ID</b>	<b>Location Description</b>	<b>Rationale</b>
A1	Shoreline adjacent to nanobubble unit	Captures maximum potential sound levels at the source
A2	McKean Hall Green (near dormitory)	Represents nearest residential receptor
A3	Pool near Spiegel Family Team Room	Captures recreational area exposure
A4	Intersection of French Ave & Lakeview Dr	Represents offsite/public exposure

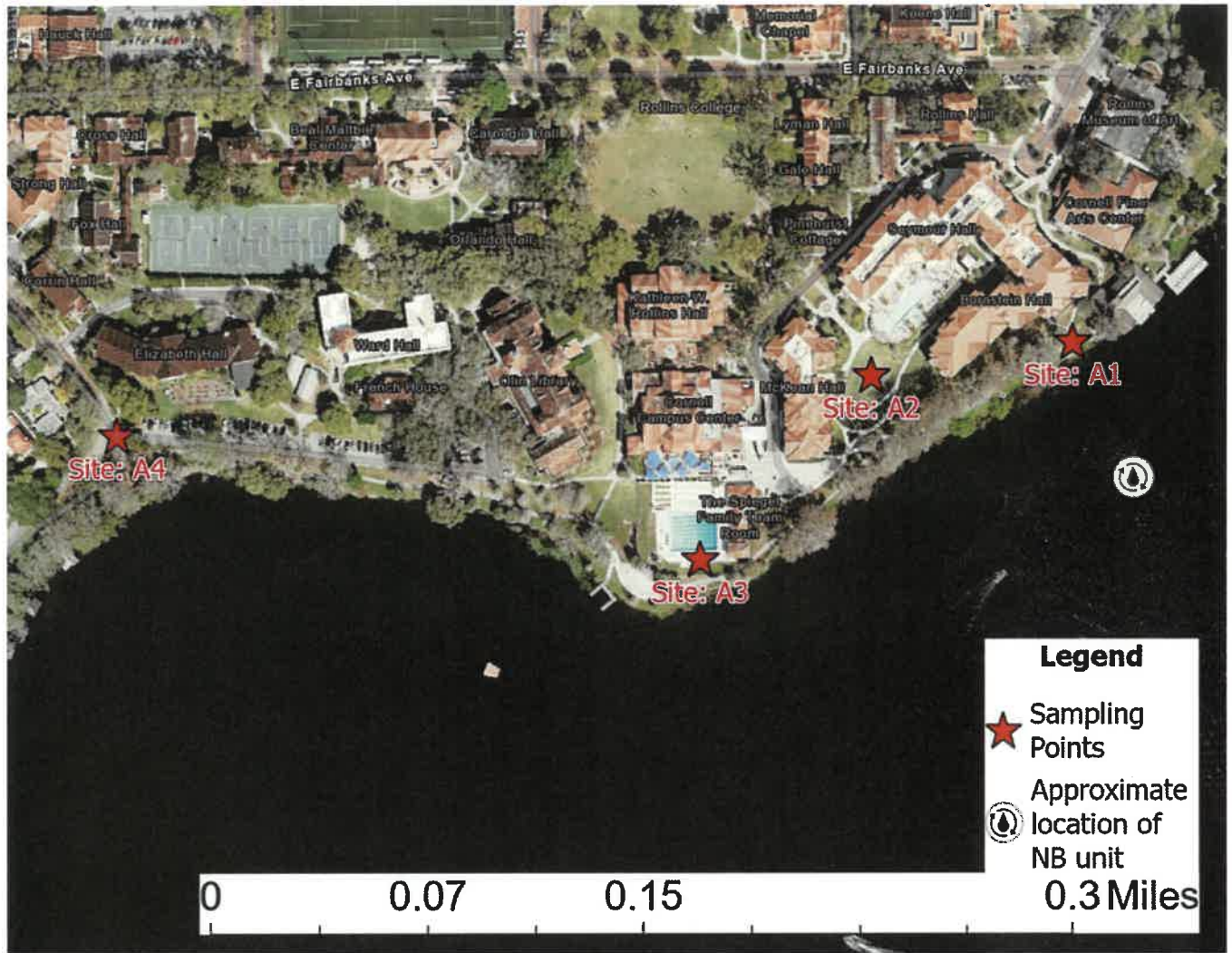


Figure 1. Approximate locations of the proposed Moleær nanobubble treatment system and acoustic monitoring locations at Lake Virginia.

### 3. Monitoring Schedule

Phase	Timing	Purpose
Baseline	Prior to NB system installation. Two sampling events will be conducted (Wednesday and Saturday), with measurements collected at 5:00 AM, 12:00 PM (noon), 5:00 PM, and 12:00 AM (midnight).	Establish existing ambient conditions
Startup	Approximately 1 week after system activation. Two sampling events will be conducted (Wednesday and Saturday), with measurements collected at 5:00 AM, 12:00 PM (noon), 5:00 PM, and 12:00 AM (midnight).	Evaluate initial operational noise

The monitoring schedule is designed to capture variability across weekday and weekend conditions, as well as diurnal and nocturnal (including early morning and late-night) noise levels. Sampling events are conducted on both a weekday (Wednesday) and weekend day (Saturday), with measurements collected at 5:00 AM, 12:00 PM (noon), 5:00 PM, and 12:00 AM (midnight) to represent early morning, midday, evening, and overnight conditions during both pre-installation (baseline) and post-activation (startup) phases.

Following completion of the intensive monitoring period, shorter-duration surveys will be conducted in conjunction with routine monthly monitoring efforts. These surveys will consist of 20-minute measurements collected at 5:00 AM and 12:00 PM (noon).

### 4. Equipment and Setup

Measurements will be conducted using the NIOSH Sound Level Meter (SLM) mobile application. The following equipment is required:

- Smartphone with NIOSH SLM app installed
- External calibrated microphone
- Tripod or fixed stand

The setup protocols are as follows:

- Mount the device on a tripod at 4 feet above ground surface

- Ensure microphone is oriented outwards and away from obstructions
- Maintain at least 3 feet distance from reflective surfaces

## 5. Measurement Protocol

At each monitoring location:

1. Position equipment according to the setup guidelines
2. Allow 1-2 minutes for stabilization
3. Record continuous sound levels for a duration of 60 minutes
4. Ensure minimal disturbance during sampling period, including wind and handling interference

The following parameters will be recorded:

- Leq
- Lmax
- Lmin

## 6. Quality Assurance/ Quality Control (QA/QC)

- Sampling will occur under consistent environmental conditions
- Monitoring will not be conducted during rain or high wind (> 10 mph)
- Atypical noise events will be recorded (sirens, construction, loud aircraft)
- The same device and settings will be used for all monitoring events.

# ta Recording Template

Time Start	Site ID	Location Description	Phase	Duration (Min)	Leq (dBA)	Lmax (dBA)	Lmin (dBA)	Notes

rd data contained herein are deemed to be accurate and reliable and are offered in good faith, but without guarantee of performance. Moleaer assumes no liability for results obtained or damages incurred through the application of the information contained herein. Customer neither the products and information presented herein are appropriate for the customer's use and for ensuring that customer's workplace and disposal practices are in compliance with applicable laws and other governmental enactments. Specifications subject to change w Moleaer. All trademarks stated herein are the property of their respective company. All rights reserved. This document is confidential and contains proprietary information of Moleaer Inc. Neither this document nor any of the information contained herein may be reproduced, re ny circumstances without the express written permission of Moleaer Inc.



# Natural Resources & Sustainability



# FDEP- Innovative Grant

Natural Resources & Sustainability

## 2019: Protecting Florida Launched

### EXECUTIVE ORDERS

Protecting our state's water and natural resources is key to ensuring a bright future for Florida. Under the leadership of Governor Ron DeSantis, coupled with the support of the Florida Legislature and the signing of two Executive Orders (19-12 and 23-06), Florida has an ambitious environmental agenda along with historic levels of funding.

Signed by Governor DeSantis less than 48 hours after taking office in January of 2019, Executive Order 19-12 directed strategic action with a focus on accountability, transparency, and collaboration with over \$3.3 billion in funding to protect our natural resources. Governor DeSantis' commitment to Florida's environment was strengthened with the passing of Executive Order 23-06 (Achieving Even More Now for Florida's Environment) in January of 2023 to further protect Florida's natural resources by securing historic funding of \$3.5 billion over the next four years to protect water resources and rejuvenate.

In May 2023, Governor DeSantis signed House Bill (HB) 1379, which enhances protections for the Indian River Lagoon (IRL), expands the existing wastewater grant program, strengthens Basin Management Action Plans



### HARMFUL ALGAL BLOOMS (HABS)



Algae are plant-like organisms that photosynthesize and provide oxygen to the water. However, under certain conditions, they can cause an algal bloom.

An algal bloom may look like a green or red scum on the water's surface. Some algal blooms release toxins (HAB) that can be harmful to humans and animals.

The most common HABs are Blue-Green Algae (Cyanobacteria) and Red Tide (*Karenia*).

On Jan. 10, 2019, Governor DeSantis signed Executive Order 19-12, which included multiple directives to protect Florida's natural resources.





# FDEP- Innovative Grant

Natural Resources & Sustainability

## 2022-2023: Elevated HABs- Lakes Sue & Virginia

## THE SANDSPUR

Everything Real. Everything Rollins

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## Multiple Lake Closures

### Sustainability Column: Bacteria in Lake Virginia

BY JULIA TAYLOR ON MARCH 8, 2023

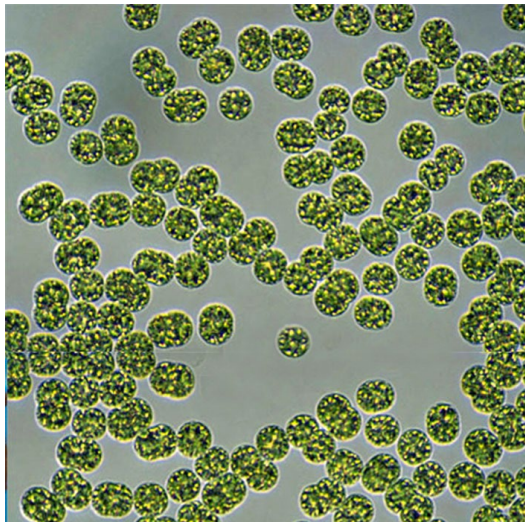


Photo taken by Alexander Knobloch

Bacteria are everywhere: the air, inside of your body, the bottom of the ocean, you name it. It should come as no surprise, then, to know they are also in Lake Virginia.

On Feb. 10, you may have recalled seeing an email sent by the Rollins Public Information Officer telling us not to swim at Dinky Dock. The sailing, crew, and waterski teams could not practice due to high levels of cyanobacteria present in Lakes Baldwin, Maitland, Osceola, Sue, and Virginia. As of March 5, Dinky Dock Park remains closed to swimming until further



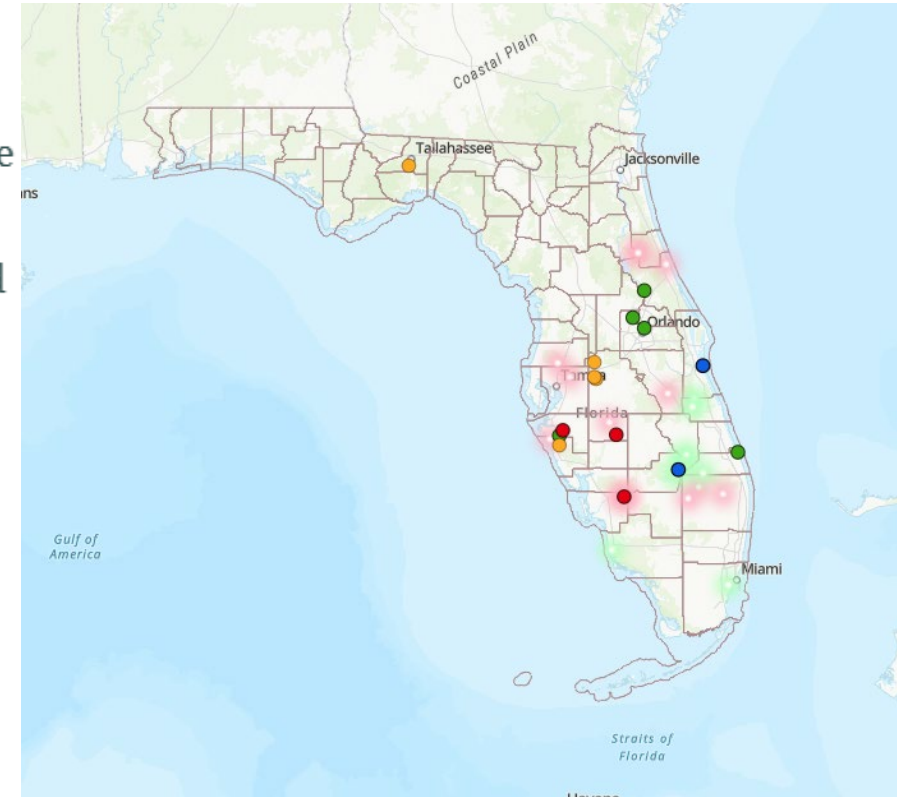
# FDEP- Innovative Grant

Natural  
Resources &  
Sustainability

**2024-2025: \$2.1M Awarded**

## INV68: Oxygen Nanobubble Treatment at Lake Virginia (Prevention)

The effectiveness of nanobubble technology in controlling HABs will be evaluated at the 233-acres Lake Virginia within the City of Winter Park. The goals of the project are to demonstrate the scalability and adaptability of the technology and to better understand the technology's sediment compaction and aerobic digestion benefits.





# FDEP- Innovative Grant

Natural  
Resources &  
Sustainability

- **Sect 114.70 requires Commission Approval for Buoys and Temporary Barges**
- **Lakes & Waterways Advisory Board Approval 9/9/2025**
- **Will be conducting Educational Campaign, Website Project Updates, and Ribbon Cutting Event**



## Sec. 114-70. - Temporary obstructions; time restrictions; emergency markers; authorization of "no wake zone" buoys.



- (a) *Temporary obstructions.* It shall be unlawful for any person to leave or permit any vessel, barge dredge, temporary dock or pier or any other temporary obstruction to be left extending further than 20 feet from the shoreline or to anchor any float, buoy or other hazard more than 40 feet from the shoreline between the hours of sunset and sunrise, unless such vessel, barge, dredge, buoy or other temporary obstruction is properly lighted to show its overall length, or prior approval is given by the city commission after a public hearing.
- (b) *Time restrictions.* It shall be unlawful for any person to leave or permit any lighted or approved temporary obstruction to be left in any city lake for more than 48 hours during any 30-day period unless prior approval is given by the city commission after a public hearing.
- (c) *Emergency markers.* Temporary floats or buoys denoting the location of potential hazards to navigation or lost valuables may be placed in a lake provided that the following conditions are met:
- (1) The marker must be clearly visible to boaters;
  - (2) The city police department or the lakes division must be notified immediately as to the location and purpose of the emergency marker and the length of time it will be in the water;
  - (3) The marker must be removed immediately upon retrieval of the hazard or lost object or upon notification by the city.
- (d) *Authorization of "no wake zone" buoys.* Buoys maintained by the city for the purpose of denoting state approved no wake zones or other boating-restricted areas, including canals, publicly accessible fueling stations, public boat ramps, and designated swimming areas are authorized by this section. The sizes and measurements of such buoys shall meet state approved standards.

(Code 1960, § 7-13; Ord. No. 2298, § 1, 5-25-99; [Ord. No. 3336-26](#), § 4, 5-28-25)

August 2025



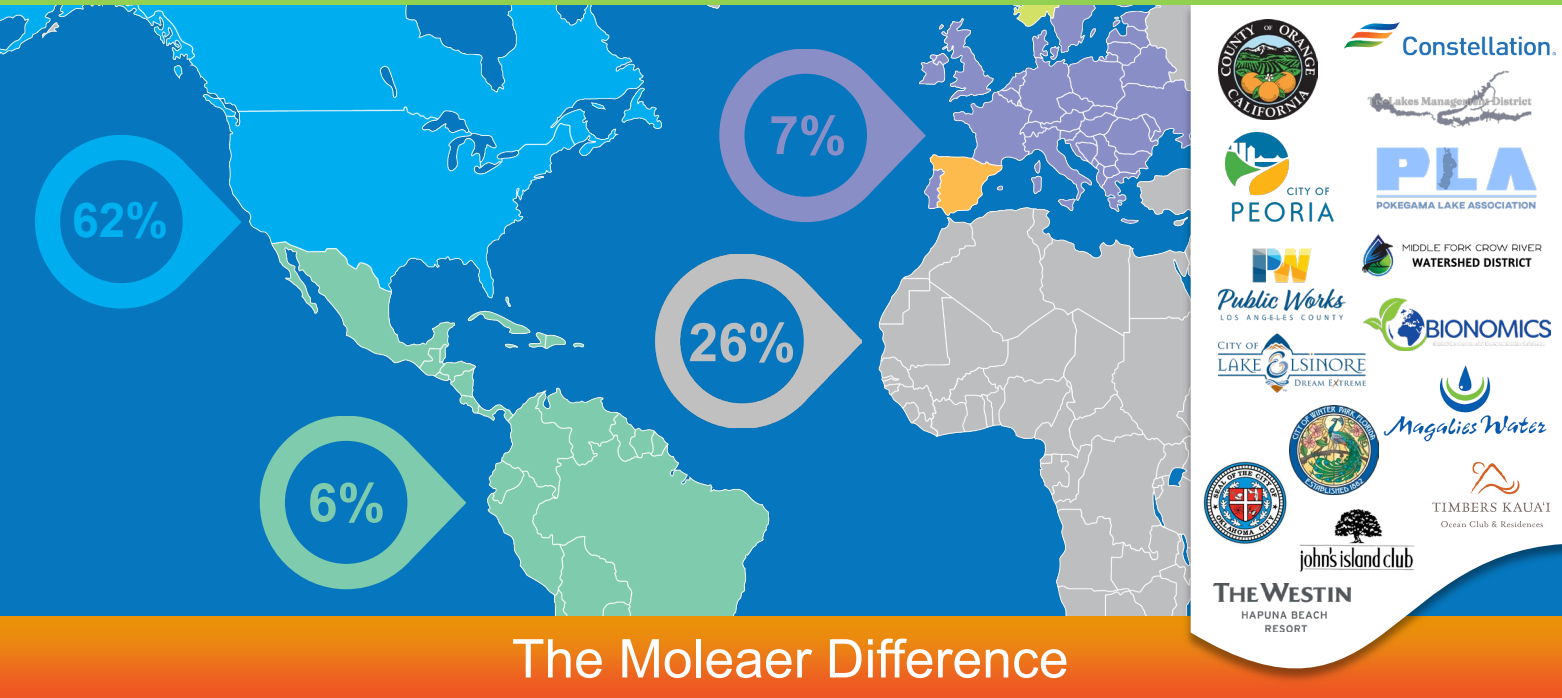
# Lake Virginia

## City of Winter Park, FL

Nanobubble Treatment to Mitigate Harmful Algae Blooms Blooms and Improve Resiliency

# Over 4,000 Nanobubble Installations

650+ Nanobubble Installations in Waterbodies & Waterways



## The Moleaer Difference

- Leader in nanobubble science and it's applications
- Largest R&D and Application Development teams with over 15 PhDs:
  - Investigating nanobubbles and their impacts in various applications
  - Developing prescriptive solutions and monitoring plans
- Largest NB treatment installation and customer base globally

## Surface Water Team



**Dr. Denise Devotta**  
Senior Limnologist



**Shane Hoyt**  
Limnologist



**Chris Stephan**  
Global Director of  
Surface Water



**Erin Klores**  
Business Development  
Manager, Southeast US



**Clint Hanson**  
Business Development  
Manager, Western US



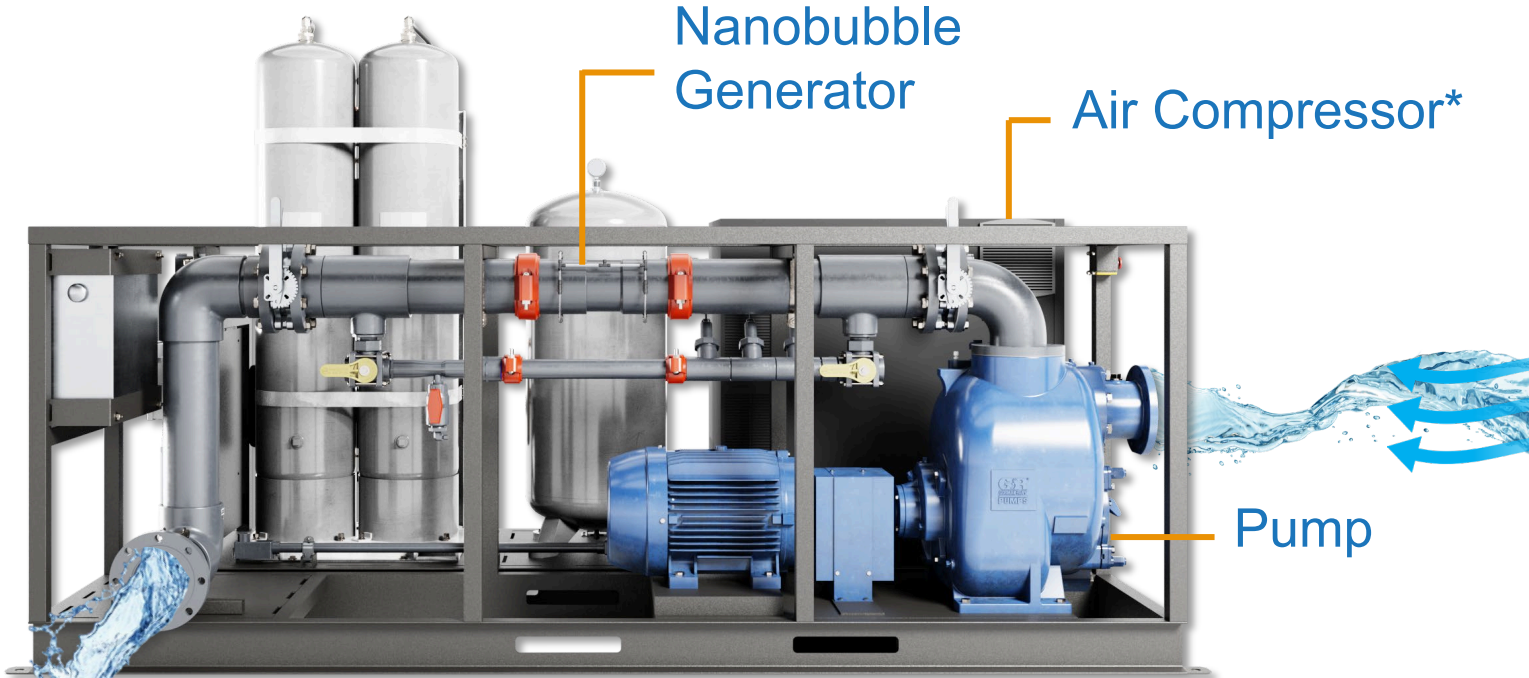
**Jon Morales**  
Business Development  
Manager, Central US

# Moleaer's Patented Technology

Scalable for any size waterbody:  
**100's of installations over 1000 GPM**

## Introduces dissolved oxygen and nanobubbles:

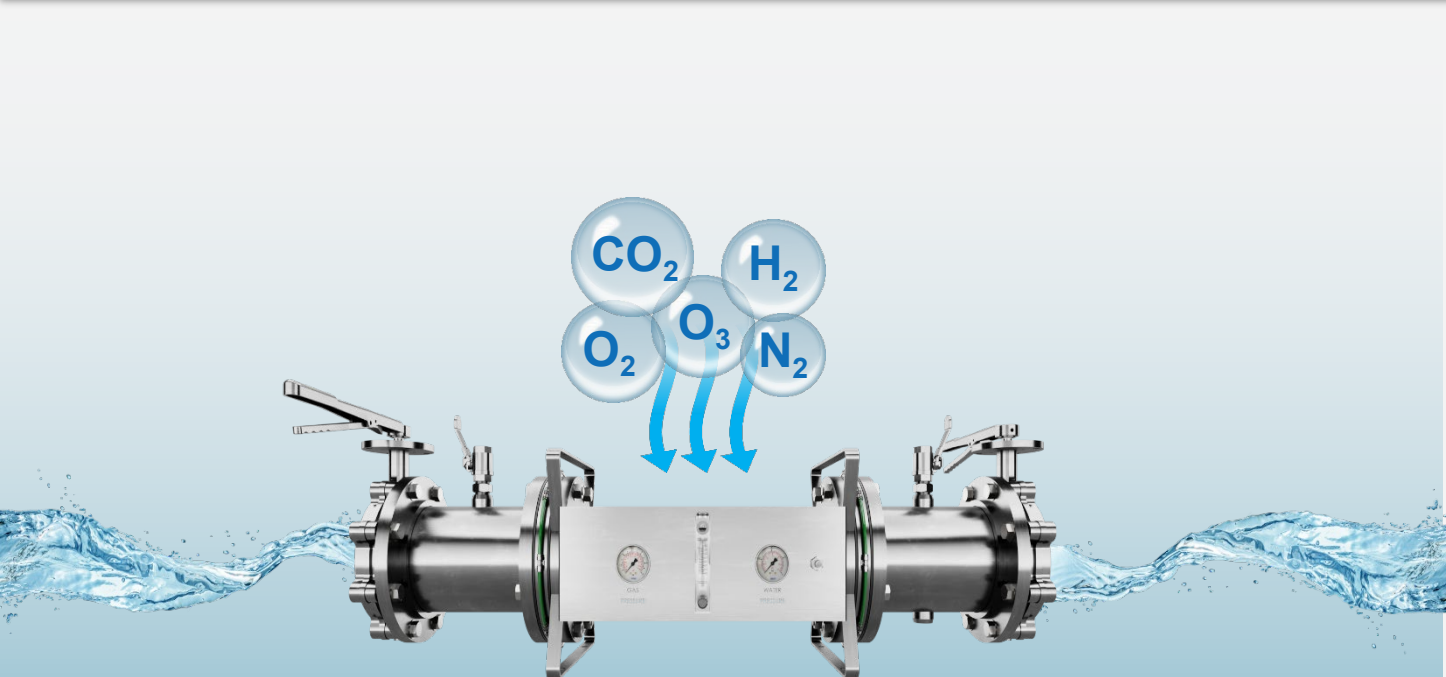
- Most cost-effective way to provide critical dissolved oxygen to waterbodies
- Nanobubbles deliver the oxygen to the bottom where it is needed most
- Promotes natural lake recovery processes



*\*Available with Oxygen Concentrator and Ozone Generator for efficient oxygenation. No external gas supply or connection is required.*

# Moleaer's Nanobubble Generator

Best-in-class Oxygen Transfer Efficiency | Scalable, Versatile Easy-to-Install Technology



Moleaer's patented technology introduces two forms of gas into water: **Dissolved and Nanobubbles**

## Dissolved Oxygen

Dissolved Oxygen = amount of oxygen in water.

Moleaer's technology **dissolves oxygen** with best-in-class efficiency in any depth.

## Nanobubbles

Charged gas nanoparticles, 1/1000<sup>th</sup> thickness of hair.

**They do not rise, do not easily dissolve,** improve gas stability, and catalyze physical, biological, and chemical reactions.



# Case Studies

# Lake Elsinore, California

## From Closure to Clarity

### About the Waterbody

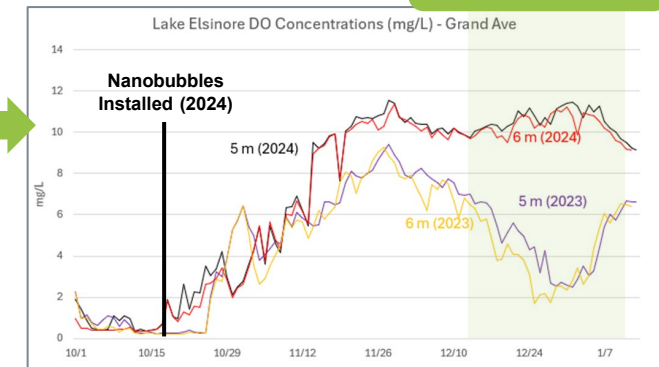
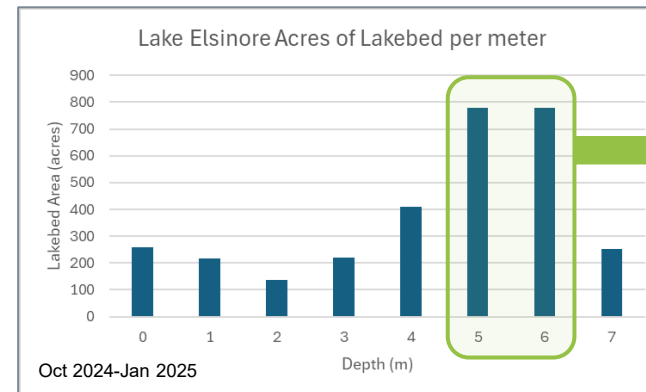
- Surface Area: 3,311 acres (1334 ha)
- Max Depth: 24 ft (7.3 m)
- Volume: 30K acre-feet (37 million m<sup>3</sup>)
- Receives 6.5M GPD (24k m<sup>3</sup>) of treated effluent

### Challenges

- Recurrent lake closures due to HABs
- Poor clarity & high nutrient loading
- Economic impacts for community
- Inefficient, outdated aeration system

### Results: (1) 2,400 GPM (545 m<sup>3</sup>/hr) & (2) 4,500 GPM (1022 m<sup>3</sup>/hr) Nanobubble Barges

- Significant reduction (50-90%) in early-season cyanobacteria levels
- Up to 7,000% reduction in turbidity (highest water clarity reported in 2 Years)
- Elevated DO sustained at critical depth, > 2,000 meters from nearest nanobubble unit



# Moleaer Letter of Recommendation

## Large Water Body

### •City of Lake Elsinore

“In summary, Moleaer’s nanobubble generator has proven to be a game changer for Lake Elsinore, delivering tangible improvements in water quality and overall aesthetics”

Note: Over \$900M in investment has come into City of Lake Elsinore since NB systems have been installed and lake kept free from closures



April 24, 2024

To Whom It May Concern,

I am writing to share our experience with Moleaer and the remarkable impact their nanobubble generator has had on Lake Elsinore. In November 2023, the City of Lake Elsinore entered into a contract with Moleaer for the installation and servicing of a nanobubble generator system, and I am pleased to report that the outcomes have far exceeded our expectations.

Moleaer delivered the equipment promptly, and the system became operational on February 6, 2024. Since its activation, we have witnessed a transformative change in the quality of our lake water – so much so that it is the clearest it has been in over twenty years. The installation included five water quality sensors, providing our staff with comprehensive monitoring capabilities.

During the initial two months of operation, we observed significant improvements in critical water parameters such as Dissolved Oxygen and Oxidative Reduction Potential, both essential indicators of lake health. Previously, Lake Elsinore had a water visibility of less than two feet; today, our aquatic biologists are reporting visibility over sixteen feet – a remarkable turnaround that underscores the effectiveness of Moleaer's technology.

The success of this project has garnered widespread attention and satisfaction among our residents. Many have taken to social media platforms to express their astonishment at the lake's newfound clarity, with numerous individuals noting that they have never seen Lake Elsinore looking so pristine.

Given these outstanding outcomes, we are currently in discussions with Moleaer to potentially install a second unit later this year. This decision reflects our commitment to sustaining and enhancing the environmental quality of Lake Elsinore for the benefit of our community.

In summary, Moleaer's nanobubble generator has proven to be a game-changer for Lake Elsinore, delivering tangible improvements in water quality and overall aesthetics. We look forward to continuing our partnership with Moleaer and exploring additional opportunities to further enhance the health and beauty of our beloved lake.

If you have any questions or require further information, please do not hesitate to contact Adam Gufarotti, Community Support Manager responsible for overseeing our Lake Management Plan. Adam can be reached at [agufarotti@lake-elsinore.org](mailto:agufarotti@lake-elsinore.org).

Jason Simpson  
City Manager  
City of Lake Elsinore  
951.674.3124  
130 S. MAIN STREET  
LAKE ELSINORE, CA 92530  
[WWW.LAKE-ELSINORE.ORG](http://WWW.LAKE-ELSINORE.ORG)

# Lake Arrowhead, Wisconsin

Pilot Marina Shows Remarkable Results in 75 Days

## About the Waterbody

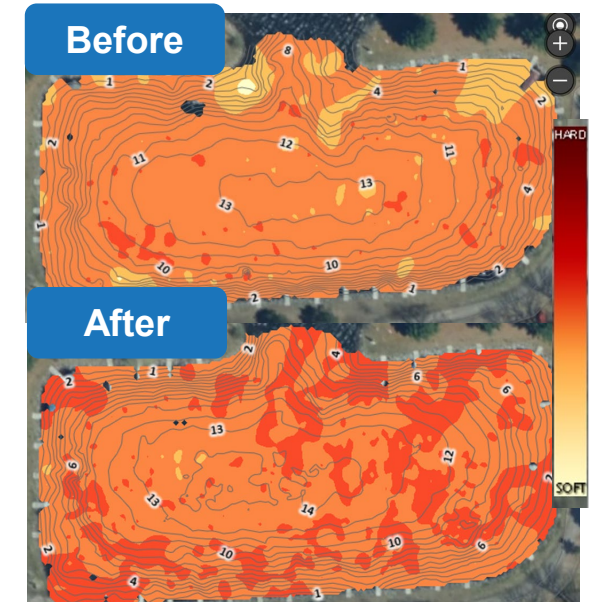
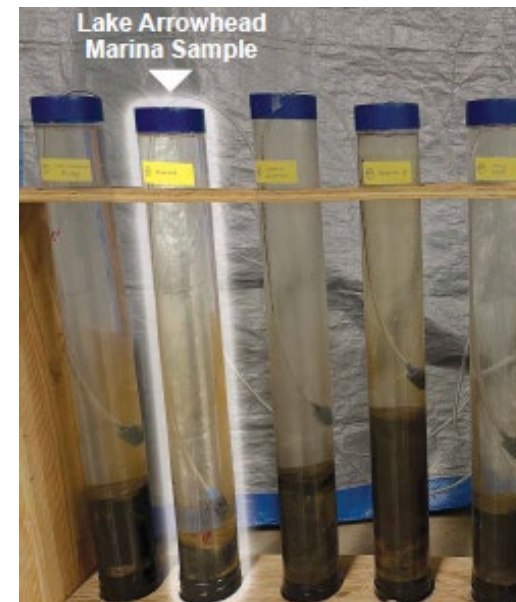
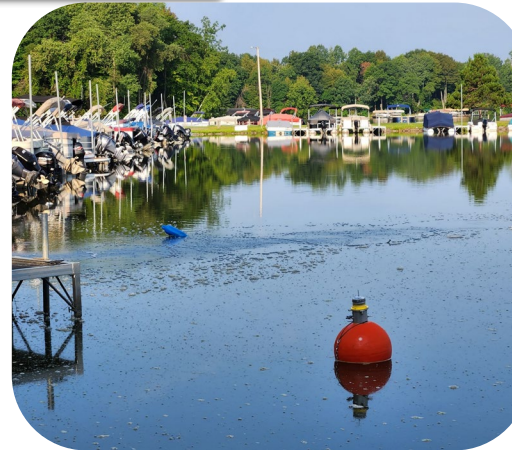
- Marina Surface Area: 2 acres (0.8 ha)
- Lake Surface Area: 300 acres (121 ha)
- Flowing Lake System: 900 acres (364 ha)

## Challenges

- Excessive algae and very poor water clarity
- High muck accumulation
- Stagnant area of lake with poor circulation
- Legacy poor water quality issues

## Results: 1000 GPM (227 m<sup>3</sup>/hr) Trailer

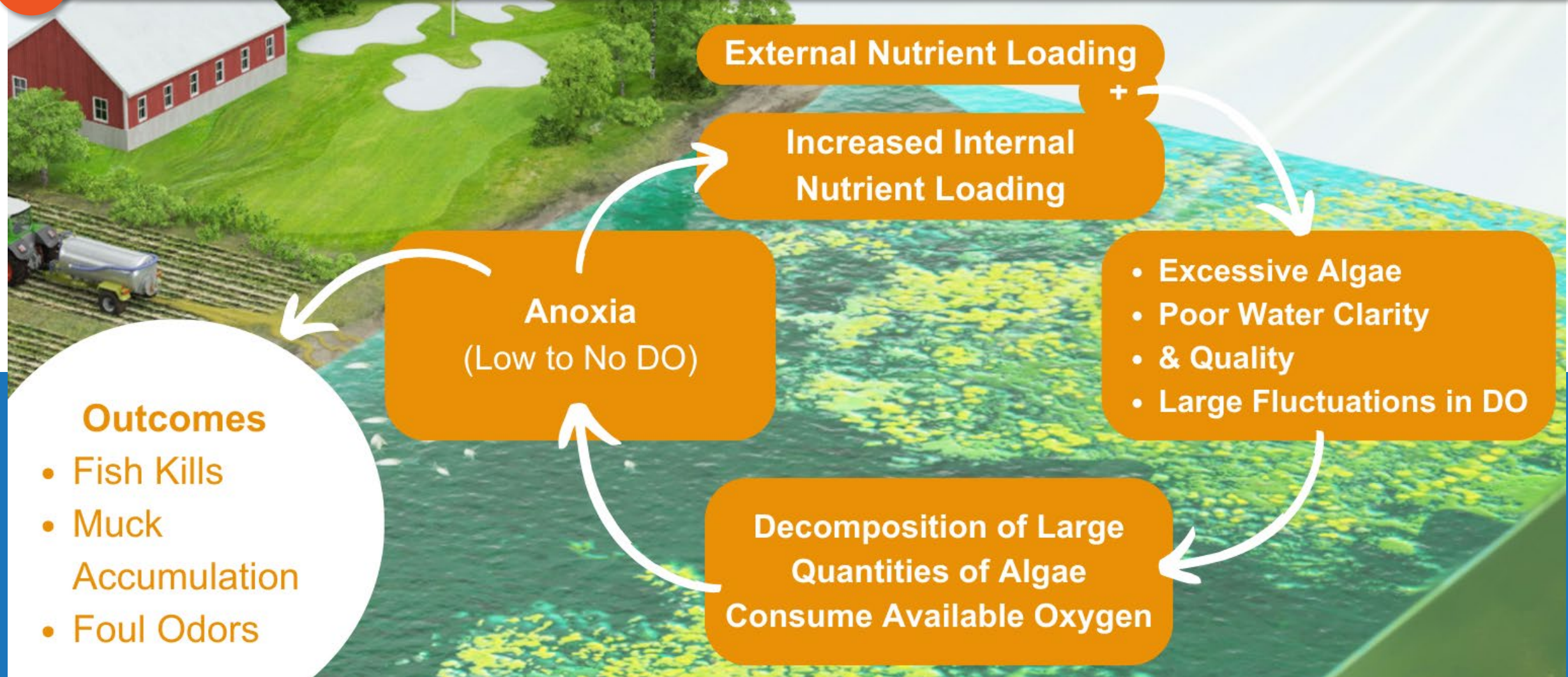
- DO levels were 50% higher than control
- Increased depth by 1' (30 cm)
- Water clarity improved by 2-3' (61-91 cm)



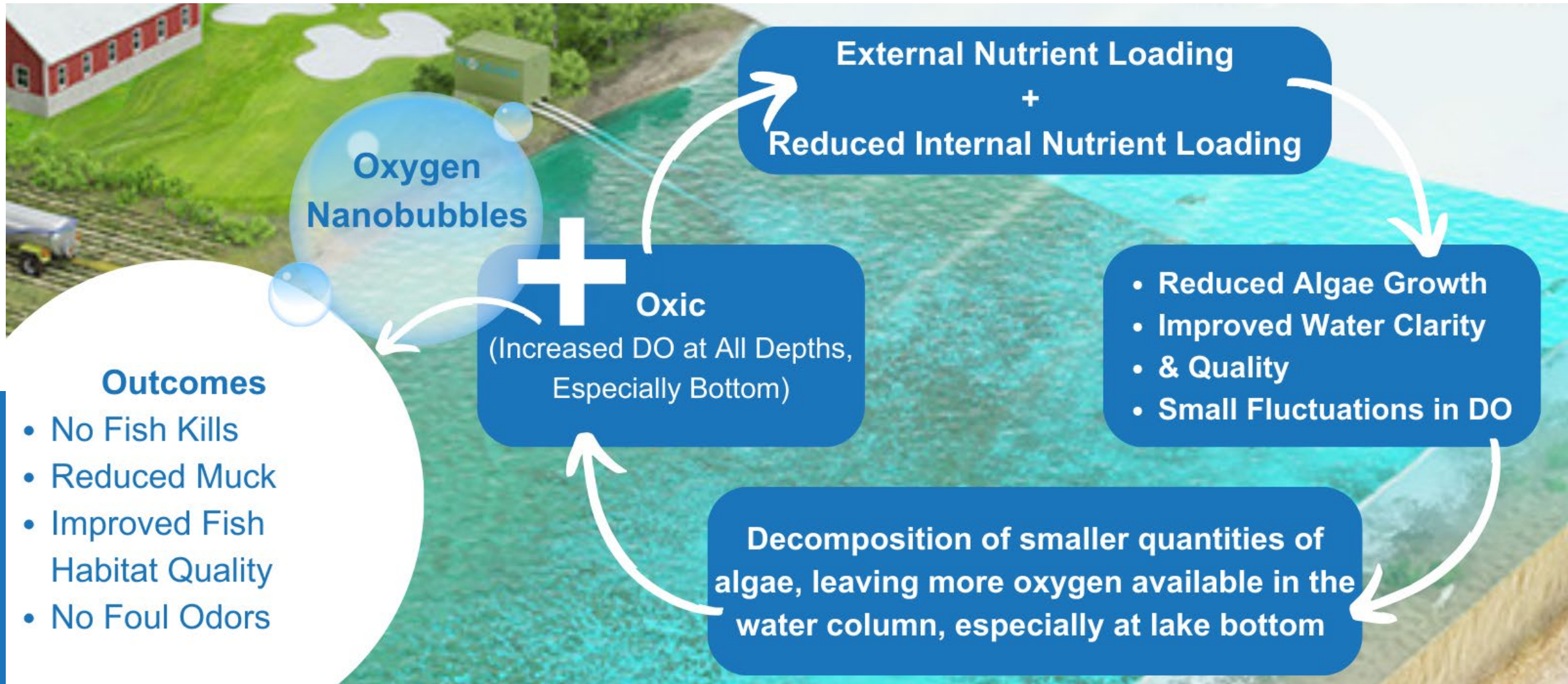
# The Problem: Nutrient Loading & Anoxia Fuel Waterbody Impairment



50% of Waterbodies Globally are Impaired, Impacting Communities & Aquatic Ecology



# The Solution: Moleaer Nanobubble Treatment Enhances Oxidic Conditions & Increases Resiliency to Restore Waterbodies



# Your Waterbody: Lake Virginia, Winter Park, FL

## Challenges

- HAB proliferation due to excessive nutrients
- Run off in watershed contributing to external nutrient loading
- Highly flocculant organic sediments
- Declining water clarity

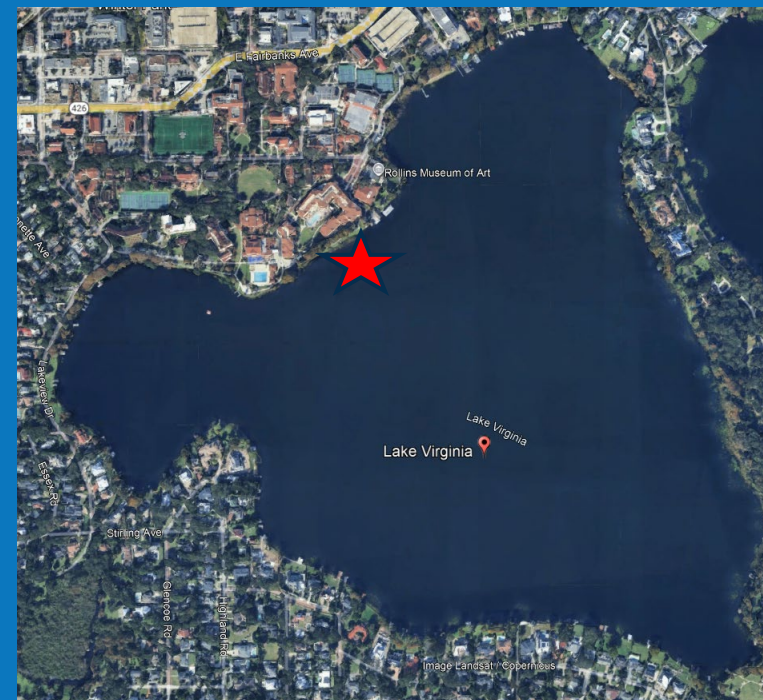
## Details

**Surface Area:** 223 acres

**Volume:** ~2,555 AF

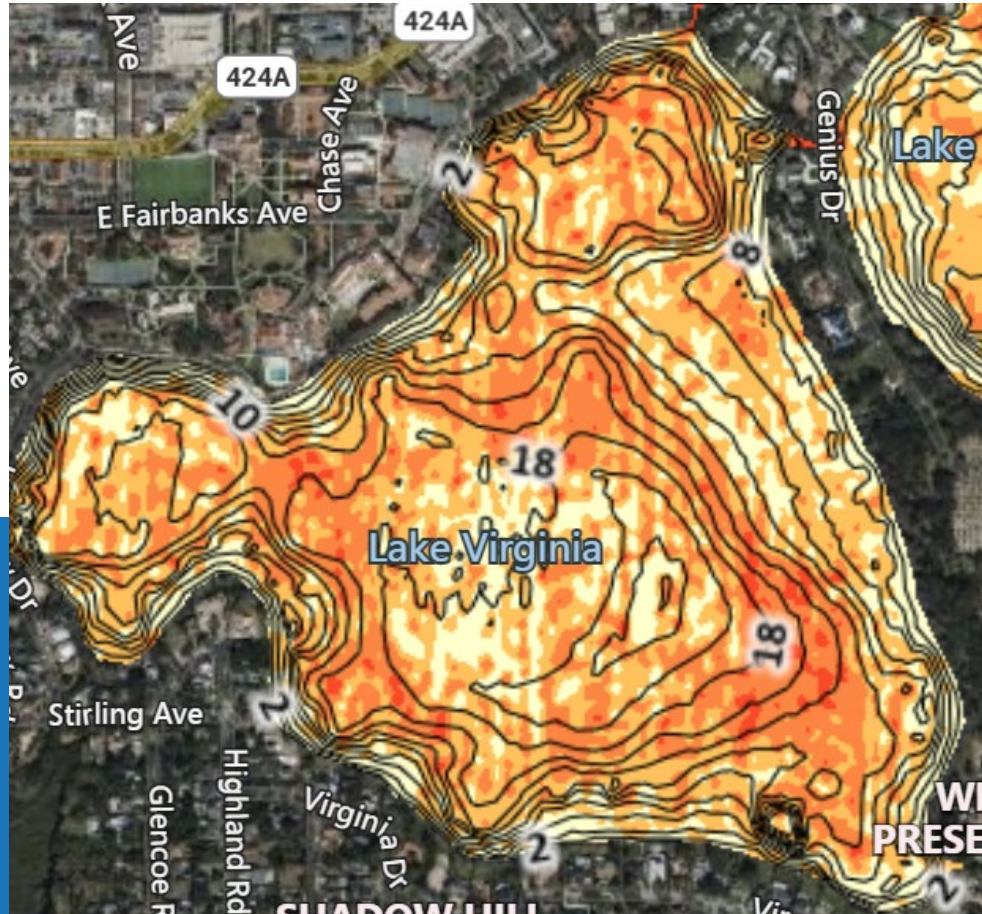
**Average Depth:** ~ 11 ft

**Max Depth:** ~23 ft



# Your Waterbody: Lake Virginia, Winter Park, FL

## Sediment Hardness Map



## Bathymetry Map



Image from Genesismaps.com

# Your Waterbody: Lake Virginia, Winter Park, FL

## Moleaer O2 O3 Treatment Goals

1. Less muck
2. Reduce algae and internal nutrient loading
3. Improve resiliency
4. Reduce bacteria levels

## Success Indicators

- ✓ Reduced muck thickness
- ✓ Reduced algae and internal nutrient loading
- ✓ Increased ORP
- ✓ Reduced bacteria levels



Image : April 8, 2025

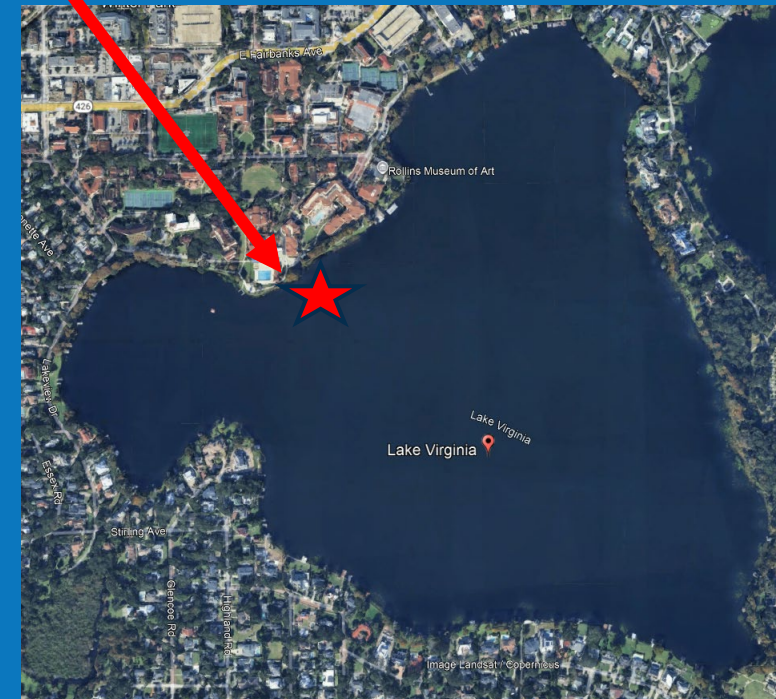
# Proposed Installation Location: Lake Virginia, Winter Park, FL

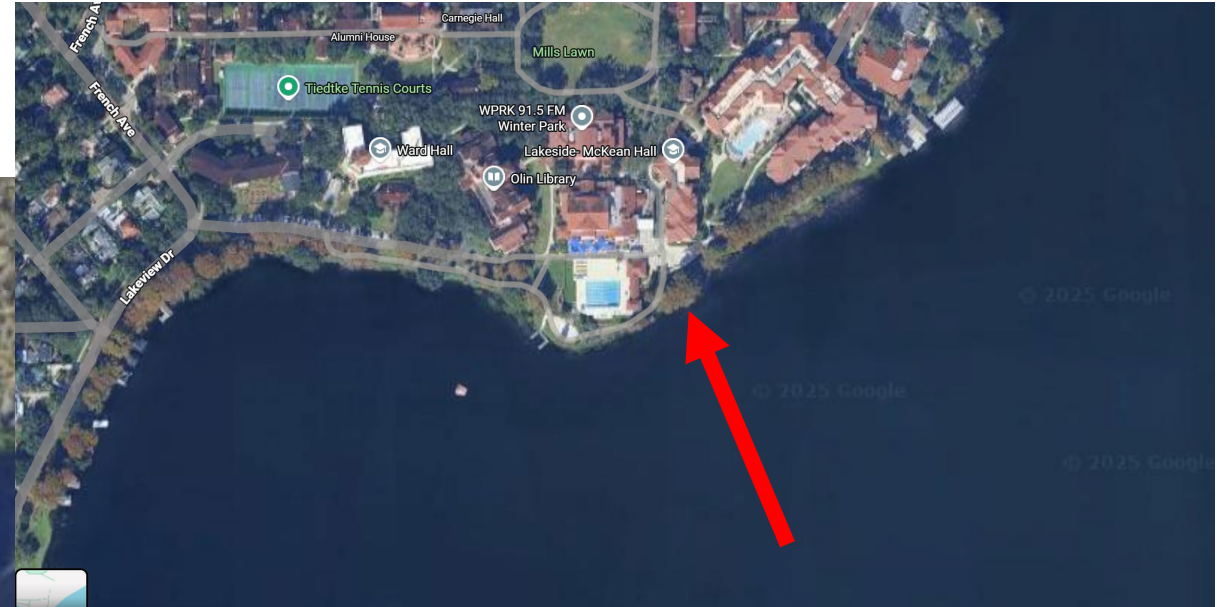
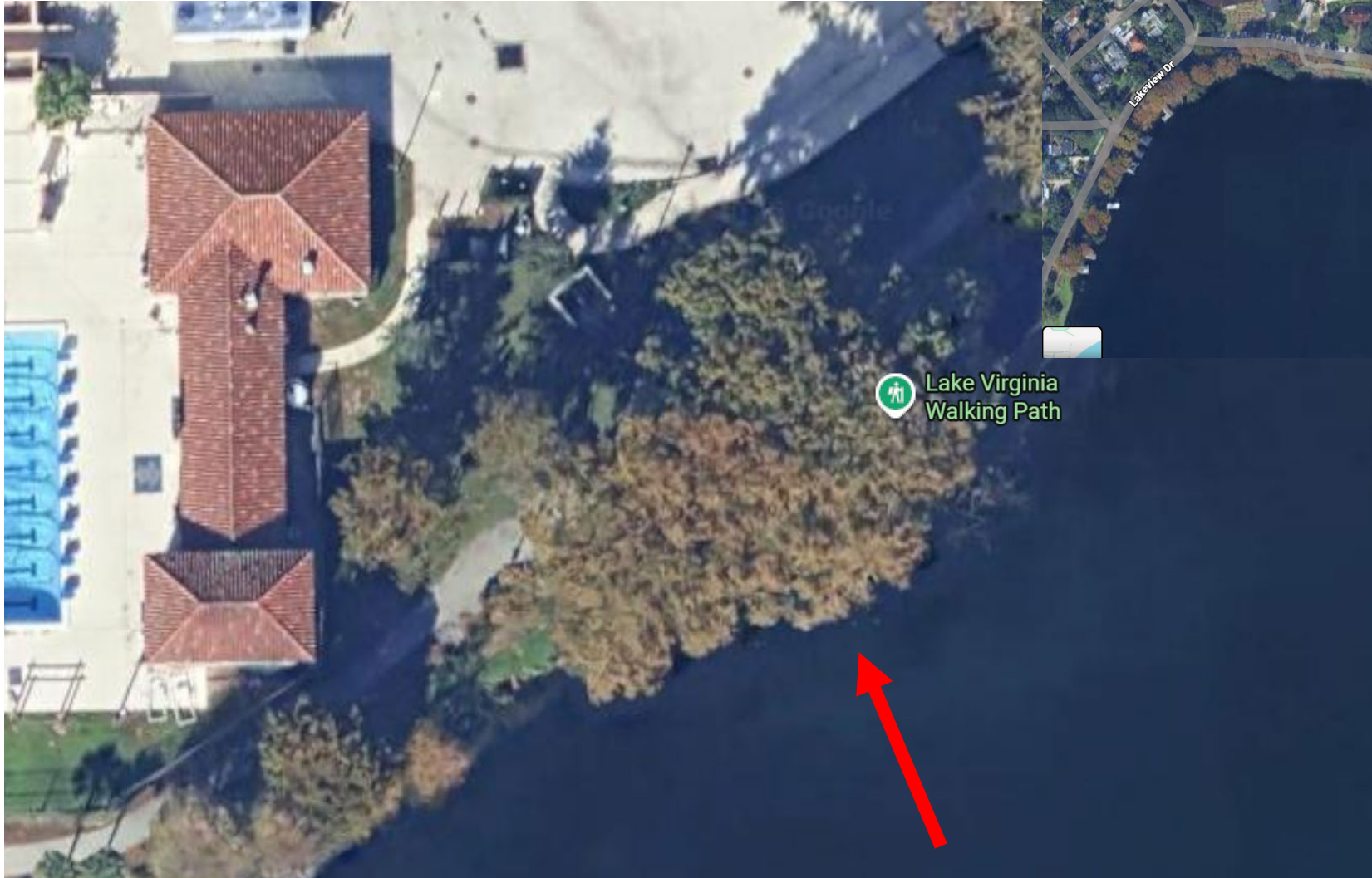
## Rollins College

1. Location with likely 3ph 460V power supply
2. Outside of in/out flow
3. Ability to influence large area from single treatment point

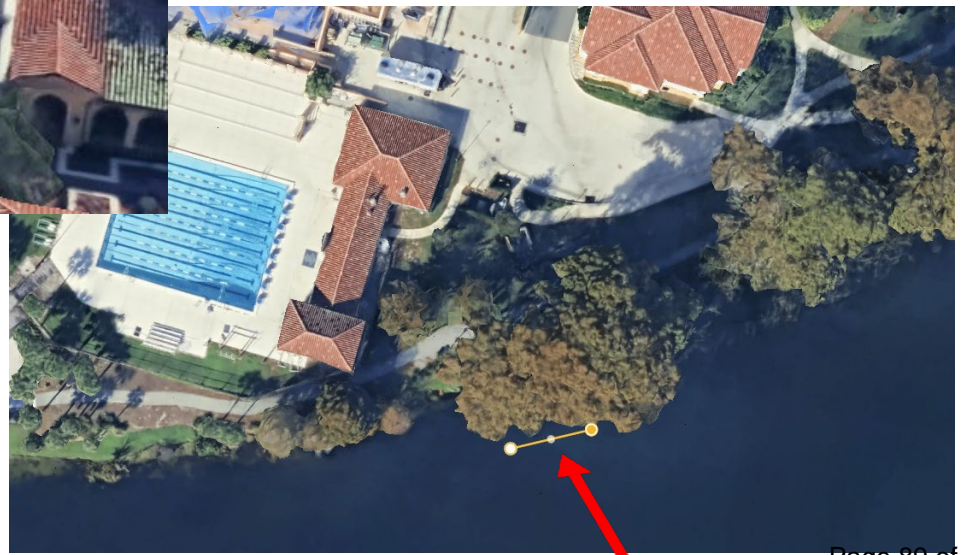
## Installation details

- ✓ Barge mounted containerized O2 O3 NB System
- ✓ Intake and discharge pipes mounted to barge and do not extend out or interfere with recreational use of waterbody
- ✓ Fast and simple installation and deployment from Dinky Dock





Container location behind vegetation





**Container location behind vegetation**



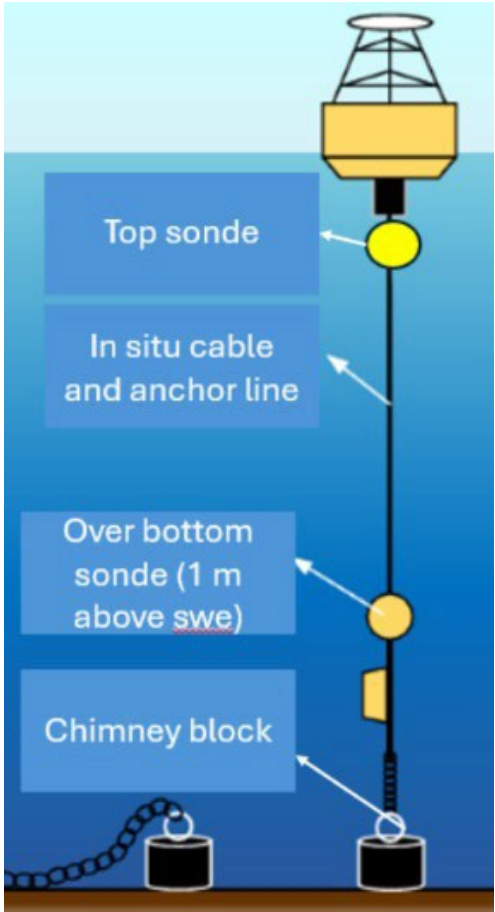
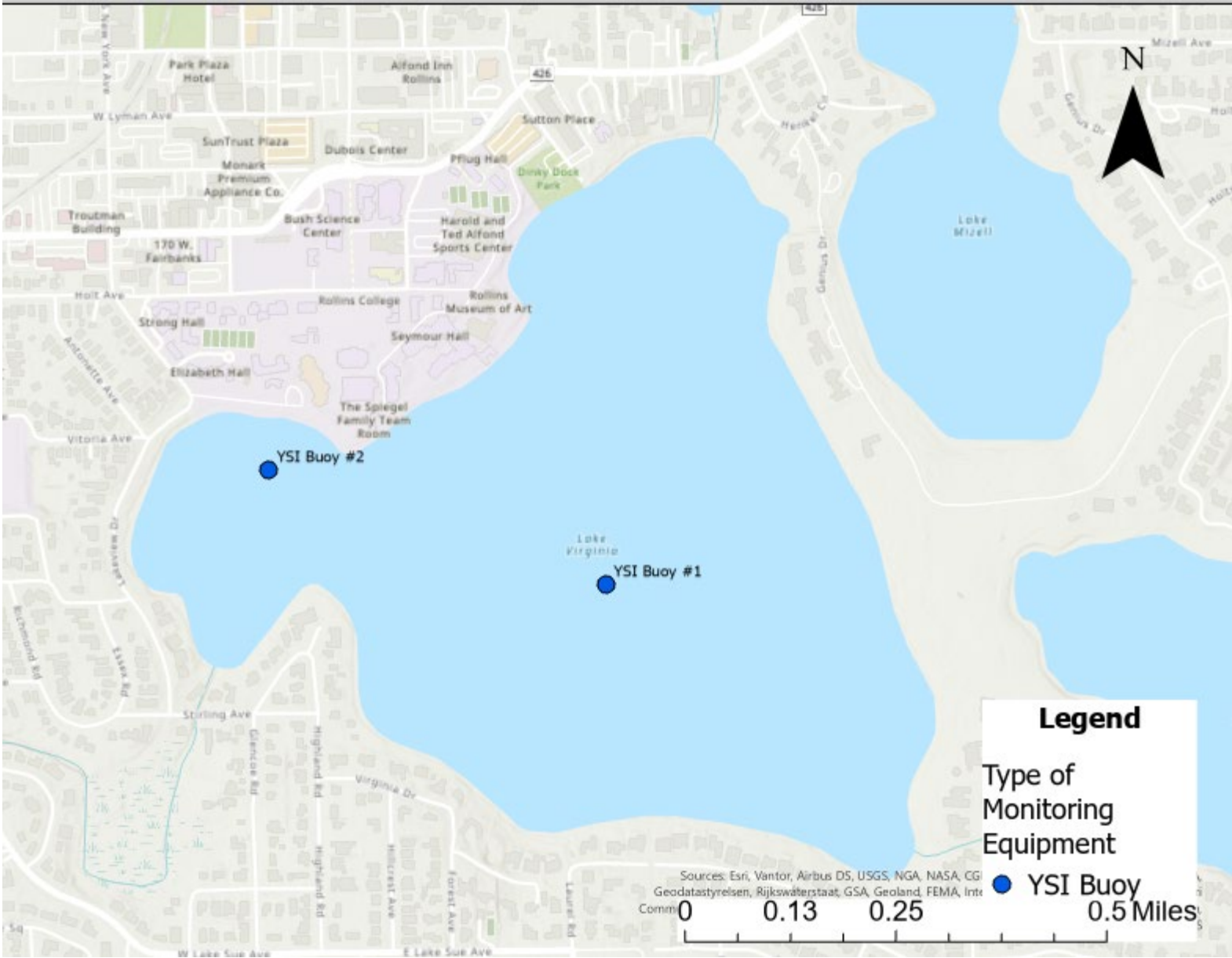
**Vegetation buffering the side of the container in-lake**



# Container Mural Concept



# Monitoring Buoy Locations



## SEARCH SOUNDSCORE™

Enter a location using a full address (e.g., 1600 Amphitheatre Parkway, Mountain View, CA 94043)

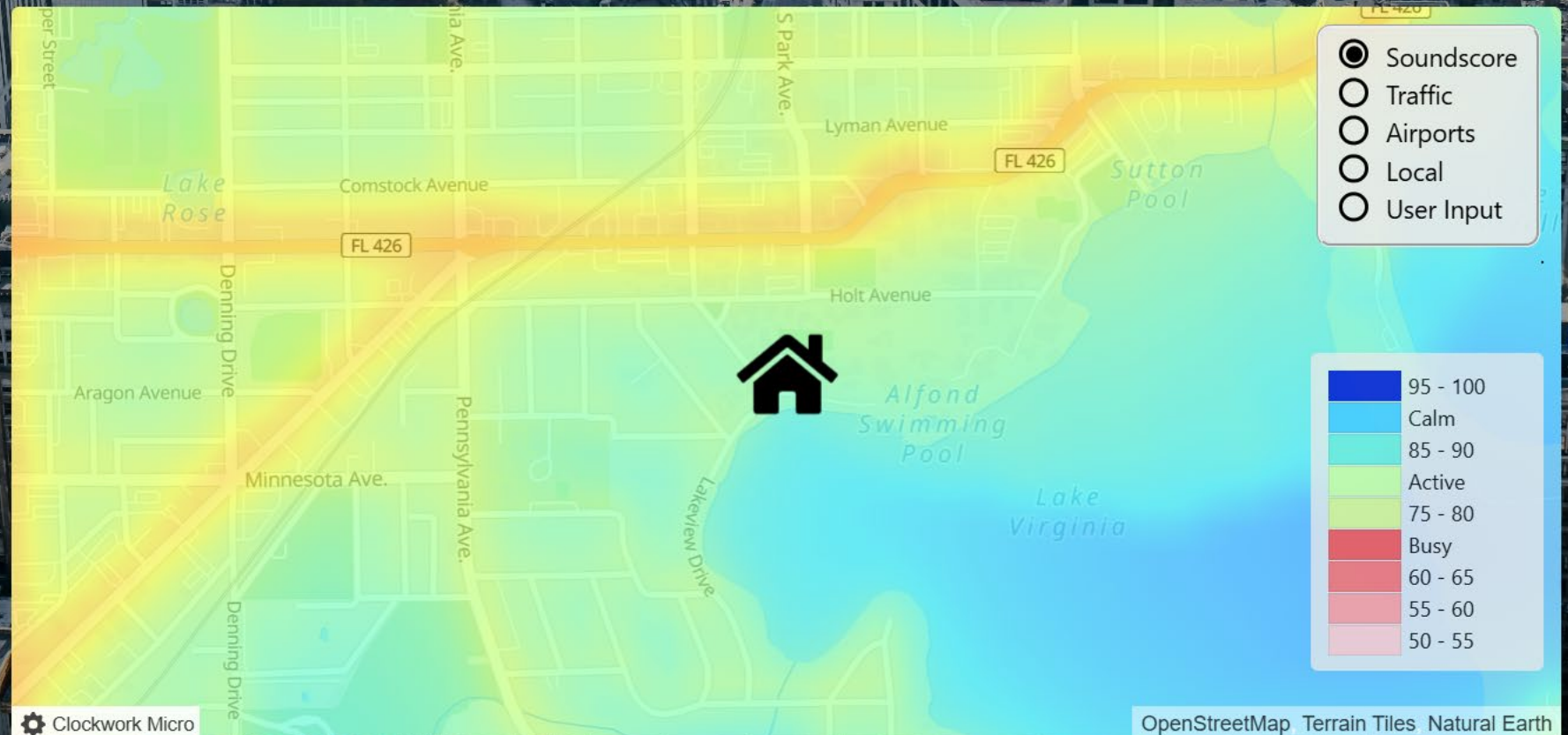
# Active

Soundscore™: **80**

Traffic: **Busy**

Airports: **Calm**

Local Sources: **Active**



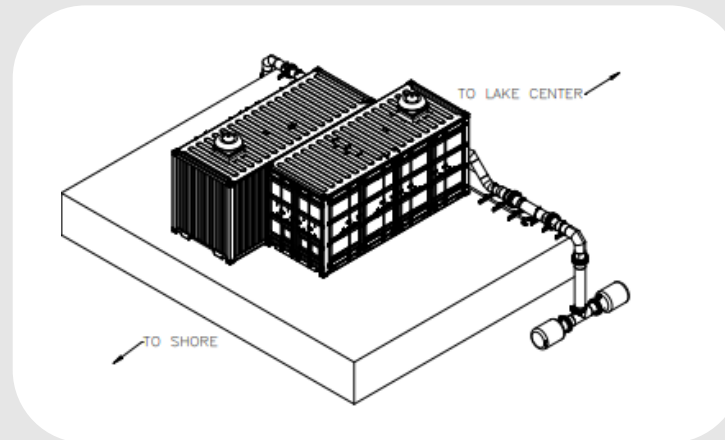
# Lake Virginia, Winter Park: Nanobubble System & Installation Location

## NB System



- Barge-mounted Moleaer O<sub>2</sub> O<sub>3</sub> nanobubble generator system
- (2) 20' sea containers with HVAC

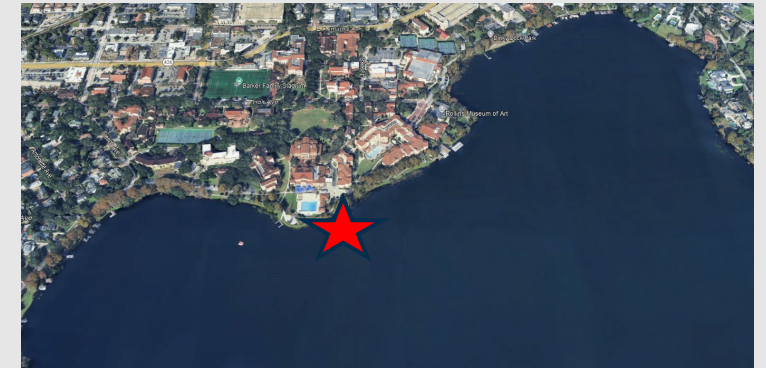
## NB System Specifications



- System capable of up to:
  - 4,500 GPM
  - 108 lbs of O<sub>2</sub>/hr
  - 1000g of O<sub>3</sub>/hr (\*up to 2 mg/L)

\*In the process stream. Zero detectable O<sub>3</sub> in waterbody.

## Installation Location

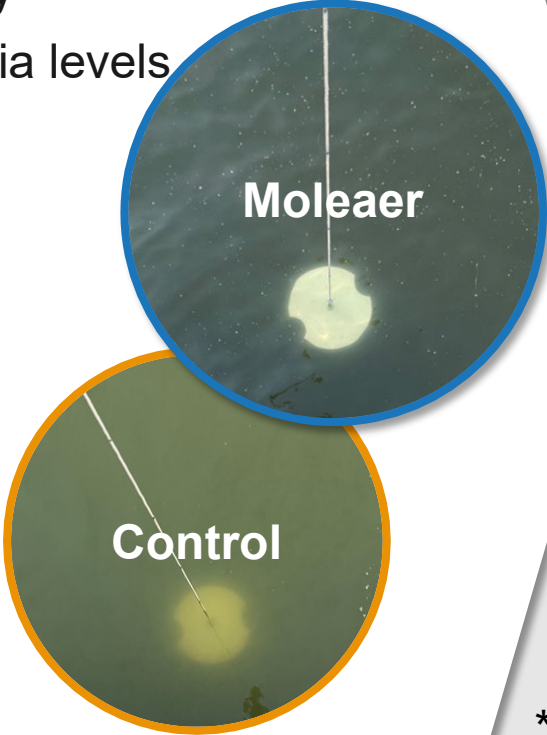


- Barge to be located just off shore
- Location is lakeside near McKean Hall

# Goals: What You Can Expect from Moleaer Nanobubble Treatment

## Short-Term (Within 1-2 months\*)

- Improved DO and ORP levels
- Improved water clarity
- Reduced fecal bacteria levels



## After 3-4 months\*

<p>Reduction in Blue-Green Algae Loads</p>	<p>Reduction or Elimination of Anoxic Conditions at Sediment Water Interface</p>	<p>Maintained or Increased ORP Values Throughout the Water Column</p>
<p>Reduction of Accumulated Organic Sediment</p>	<p>Notable Reduction in Nuisance Nutrient Release from Sediment</p>	<p>Significantly Reduced Total Coliform Levels</p>

\*Subject to site conditions

# How We Measure Success: Your Monitoring Plan

## Customized Monitoring Plans to Track Progress

### Up to 30 parameters measured using:

- Real-time water quality sensors
- Vertical profiling
- Depth discrete water and sediment grab samples
- BioBase® Sediment hardness mapping

### To track changes in:

- Water and sediment chemistry
- Biology (phytoplankton and zooplankton speciation and enumeration)
- Muck depth and spatial extent



**Moleaer Staff Taking Water Quality Samples**

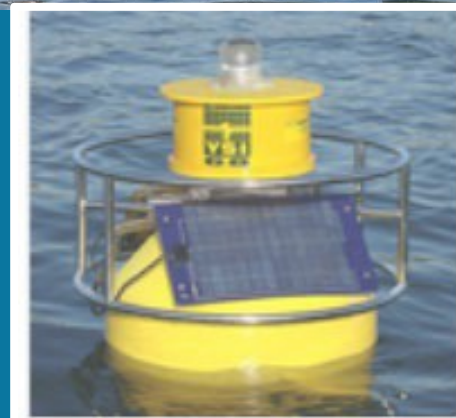
# Rollins College Monitoring Buoy

## Proposal for Winter Park City Commission



Emily R. Nodine, Ph.D.

Department of Environmental Studies &  
Freshwater Alliance @  
Rollins College

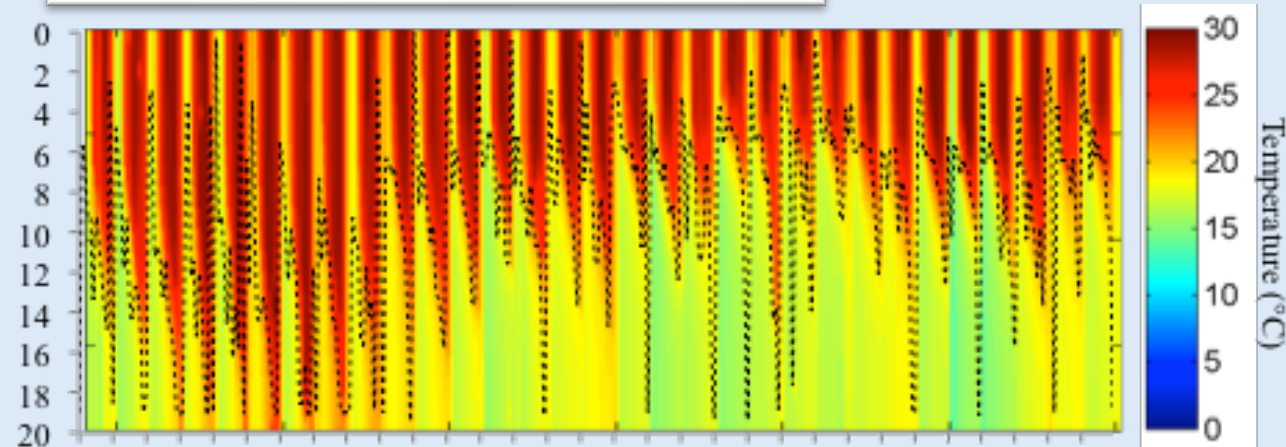


# Rollins College research on Lake Virginia

- Rollins conducts research on Lake Virginia for both education and scientific advancement
- High-frequency, long-term monitoring data vastly expands our ability to understand lake processes
- Enables better prediction for local community as well as enhance global understanding



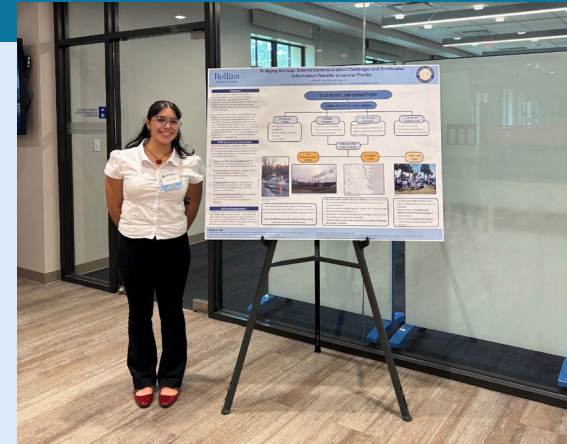
Students conduct monthly sampling that adds to long-term datasets from monitoring buoys around the world



Continuous monitoring provides detail easily missed by episodic, surface sampling (data from Lake Annie, FL)

# Rollins College research on Lake Virginia

- Rollins students share what they've learned with the local community
- Rollins faculty advance understanding in data-driven freshwater fields such as
  - ❖ Invasive species
  - ❖ Storm effects on algae
  - ❖ Human behavior and water valuation
  - ❖ Artistic interpretations of high-frequency data



Michelle Polo, Freshwater Alliance student coordinator, presents her research at a community outreach event



Collaborative networks enable global understanding



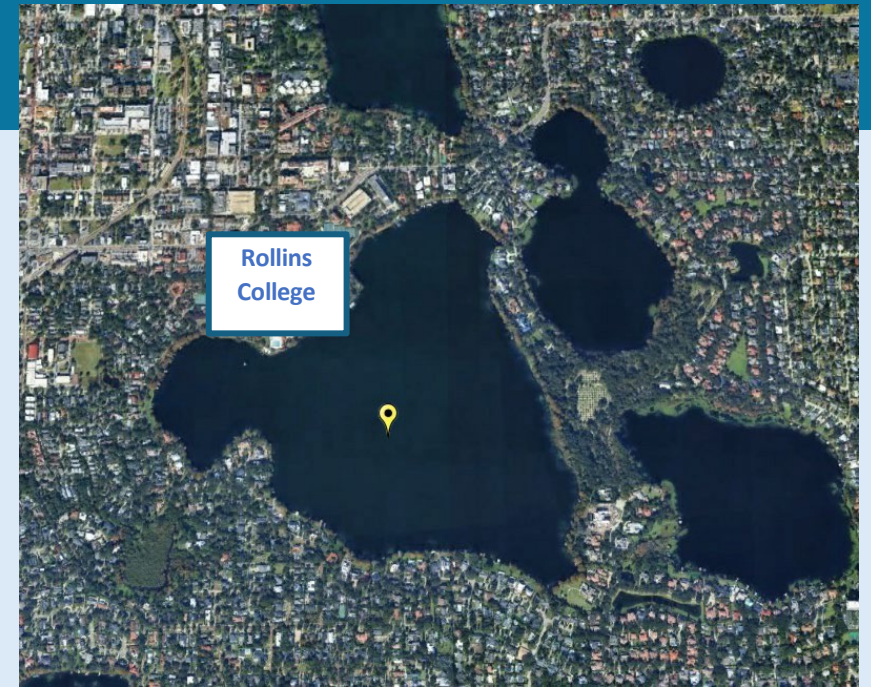
Dr. Nodine co-authored this publication in Global Change Biology (2020) after studying data from Lake Champlain in Vermont.

SCITECHDAILY.COM

Scientists From 20 Countries Warn of Risk to Lakes and Water Quality as Extreme Weather Increases

# Project Description

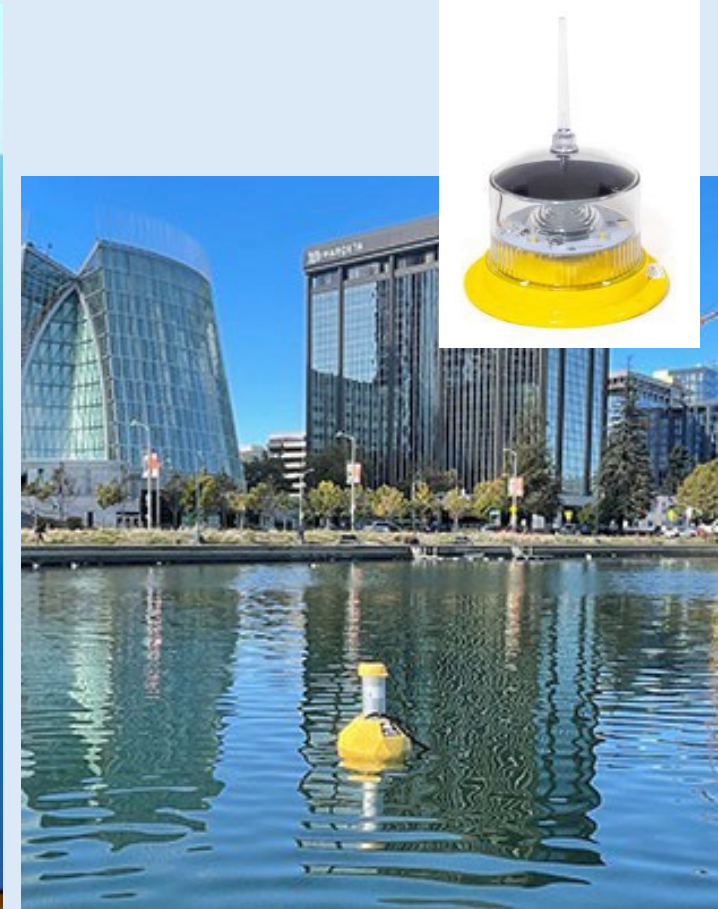
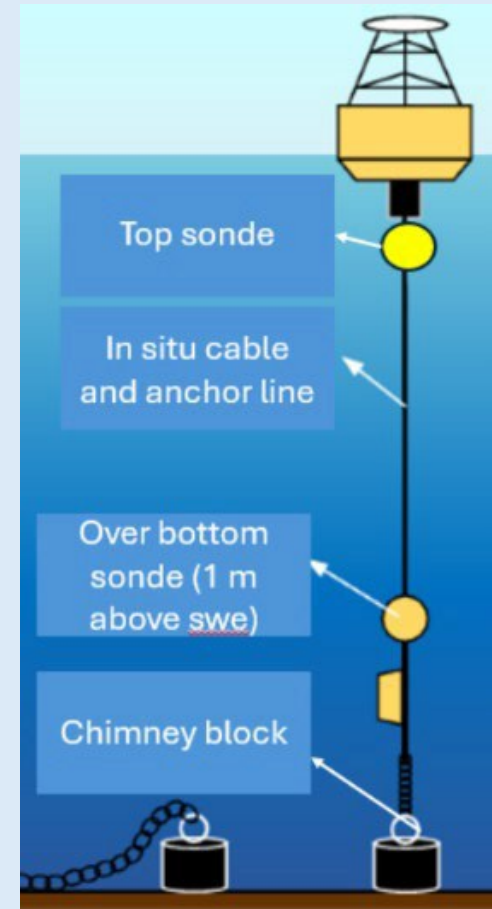
- The proposed project is to deploy a monitoring buoy (similar to pictured) on Lake Virginia, adjacent to Rollins College for long-term, high-frequency environmental monitoring (approx. location, right)
- Non-permanently anchored, following protocols and using equipment initially provided by Moleaer in collaboration with the City of Winter Park
- During year 1, will transition to Rollins-owned equipment while continuing to follow established best practices in regular communication with the City of Winter Park



Approximate location for buoy in deep center of Lake Virginia adjacent to Rollins (top), and sample photos of buoy in and out of water (bottom)

# Safety and Maintenance

- Non-permanent, easily removed and replaced for upkeep and upon request; removal for maintenance will be conducted once per semester minimum
- No effects anticipated on water flow, quality, storage, sedimentation, or erosion
- Will be appropriately marked with light (pictured) and required markings to avoid navigational hazard and prevent vandalism; inspected from shore regularly



Generalized depiction of proposed anchoring system (L); sample images of solar-powered LED light at surface and buoy appearance while deployed in urban lake (R, credit: Moleær)

# Long-Term Maintenance at Rollins College

- Permit exemption granted by FDEP; additional permits will be acquired as needed in cooperation with City of Winter Park
- In addition to following permit requirements and protocols initially provided by Moleaer, over the long term the buoy will be subject to the safety/equipment procedures of Rollins College including oversight from:
  - ❖ Athletics and Recreational Boating (boathouse, docks, equipment on Lake Virginia)
  - ❖ Science Division Safety Committee (facilities and equipment)
  - ❖ Facilities and Campus Safety



We will also engage in community outreach to raise awareness and appreciation!

## Questions?



**item type**

Public Hearings: Quasi-Judicial Matters

**meeting date**

May 27, 2026

**prepared by**

Allison McGillis, Director of Planning and Zoning

**approved by**

Randy Knight, City Manager

**subject**

CU #26-02. Request of Z Development Services for Conditional Use approval to construct four one-story buildings totaling 29,760 square feet at 860 West Fairbanks Avenue (former Orlando RV property), including approval for alcohol sales within 300 feet of residential properties, on property with vested Commercial (C-3) zoning, together with a Community Benefit Agreement.

**motion | recommendation**

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

1. That the Community Benefit Agreement be fully executed prior to issuance of a Certificate of Occupancy.
2. That the identified oak trees at the Fairbanks/Denning and Fairbanks/Capen intersections be preserved until future transportation improvements commence on Fairbanks Avenue.
3. That the design of the pond be refined to incorporate a more naturalized shape, rather than rigid edges, given its visibility from the exterior of the site and its role as a visual component of the overall development.
4. That the applicant enhance the streetscape along Holt Avenue between Denning Drive and Capen Avenue to incorporate dedicated on-street parking. This improvement shall be completed prior to a Certificate of Occupancy for the project.

**background**

The applicant, Z Development Services, on behalf of the property owner, DI Partners LLLP, is requesting Conditional Use approval for redevelopment of the property located at 860 West Fairbanks Avenue. The subject property is the location of the former Orlando RV, located at the southeast intersection of Fairbanks Avenue and Denning Drive and is currently proposed to be redeveloped as a mixed retail and restaurant commercial center. The application specifically seeks Conditional Use approval for buildings exceeding 10,000 square feet and for alcohol

sales, which are conditional uses within the C-3 zoning district if they are within 300 feet of residential properties, as is the case here.

At the July 10, 2024, City Commission meeting, approval was granted by a 5-0 vote to allow this project to be vested under the previous Commercial (C-3) zoning versus the Orange Avenue Overlay (OAO) regulations. At the adoption of the Orange Avenue Overlay, a “vesting” provision was added to the Ordinance to allow property owners who could demonstrate that they would lose economic value due to the regulations included in the Orange Avenue Overlay versus their previous underlying zoning (Commercial (C-3) in this case) to petition to request the ability to develop under the previous C-3 zoning. In particular, the impact of the required 25% meaningful open space in the OAO was identified as the limiting factor when applied to projects over 1.25 acres in size, that significantly reduces the building yield.

The proposed development consists of a new multi-building commercial project totaling approximately 29,760 square feet of mixed retail and restaurant uses in four buildings, organized along the Fairbanks Avenue frontage with parking behind the buildings, pedestrian circulation, and a central plaza environment. In terms of floor area ratio, the project is at 19.4%, well below the 45% allowed. The project is proposed as a pedestrian-oriented retail and restaurant development with a coordinated urban design concept that includes storefronts facing Fairbanks Avenue, covered patio areas, internal pedestrian connections, landscaped common areas, and plaza space intended to activate the site and complement the previously approved north parcel development. However, it is important to note that the north development that was approved by the Commission on August 28, 2024, is not dependent upon this project and all necessary infrastructure needs and required parking are provided onsite. The proposed redevelopment provides access from Holt Avenue and Capen Avenue, intentionally avoiding direct vehicular access to Fairbanks Avenue and Denning Drive.

As part of the vesting approval, a Community Benefit Agreement (CBA) was conceptually approved by the City Commission on July 10, 2024, which provides for a donation of approximately 10.4 feet along the Fairbanks Avenue frontage of the property to the north, and two feet of the subject property frontage, in order to provide land for the future traffic congestion and safety improvement of a westbound left turn lane southbound onto Denning Drive and the donation of the three vacant lots at 882; 872 and 862 West Comstock Avenue for a joint stormwater retention and flood control improvement. The stormwater design accommodates runoff from the north project and adjacent public rights-of-way, with additional capacity for flood mitigation; however, it does not serve the subject property due to grading constraints that prevent flow in that direction. Additional provisions within the CBA include a commitment that no buildings on the Holler properties in this area will exceed three stories or include structured parking, which is reflected in this proposal for one-story buildings and surface parking, as well as an agreement to sell the vacant property at 809 West Comstock Avenue to the City for \$250,000 for attainable housing development. The applicant has acknowledged that the CBA remains in draft form and will be finalized and executed prior to issuance of a Certificate of Occupancy for this project.

Stormwater retention for the proposed development is planned through a combination of a surface pond located in the southwest corner of the property and an underground exfiltration system. While this approach meets functional requirements, staff is recommending that the

design of the pond be refined to incorporate a more naturalized shape, rather than rigid edges, given its visibility from the exterior of the site and its role as a visual component of the overall development.

As a condition of approval, the city is requesting that the applicant enhance the streetscape along Holt Avenue between Denning Drive and Capen Avenue to incorporate dedicated on-street parking with landscaped tree islands. This improvement is important to help calm traffic, provide additional convenient parking for patrons, and create a safer and more comfortable pedestrian environment. The inclusion of tree islands will also enhance the visual character of the corridor by providing shade and reinforcing a more walkable, urban streetscape along this edge of the development.

The architectural elevations present a cohesive design characterized by textured stucco, brick detailing, fabric and framed canopies, and anodized aluminum storefront systems, with building heights generally ranging from approximately 22 to 25 feet. The submittal also references a potential future Phase 2 office building of approximately 6,135 square feet. This Phase 2 building will require subsequent Conditional Use approval.

A community meeting was held on March 23, 2026, following proper noticing mailed on March 6, 2026, with a subsequent revision sent on March 16, 2026, to include public hearing dates that were left out of the original notice by the applicant. According to the applicant, discussion topics included traffic, solid waste, building scale, stormwater, and overall project design. A full summary of the community meeting is included in the application materials. Staff has received correspondence from one of the neighbors in attendance at the meeting that is attached.

With respect to landscaping and buffering, staff identified several issues during the initial review, including parking lot island dimensions, missing tree inventory information, tree preservation, and buffering adjacent to nearby residential properties. In response, the applicant has revised the landscape and tree disposition plans, added previously omitted trees to the inventory, and acknowledged that the two oak trees at the corner of Fairbanks/Denning and the two oak trees at the corner of Fairbanks/Capen will be preserved until future transportation improvements on Fairbanks, including a new turn lane from Fairbanks onto Denning is implemented. The only waiver requested as part of this application is to allow 9-foot minimum width parking lot landscape islands in certain locations in lieu of the 12-foot minimum width required by code, in order to improve parking efficiency while still accommodating required shade trees. Several of the proposed landscape islands do meet the minimum requirements.

Architecturally, the project incorporates a higher-quality commercial redevelopment pattern along a major corridor and at a prominent gateway intersection. The submitted elevations and renderings present a coordinated building composition with enhanced material articulation, covered patios, a pedestrian plaza, and streetscape elements intended to create a more urban, walkable frontage along Fairbanks Avenue.

In terms of parking, the project has been evaluated based on the city's code requirements for each use. For the restaurant components, the code requires one parking space for every four seats since the CBA permits this project to follow the Orange Avenue Overlay restaurant code. With 388 proposed seats, 97 parking spaces are required and provided. Retail uses are

required to provide one space per 333 square feet, and the plan includes 60 spaces to serve those tenants. For the future office component (which requires a subsequent Conditional Use approval), the applicant is actually exceeding the minimum requirement by parking at a higher ratio of one space per 250 square feet (where one per 333 square feet is required), resulting in 25 spaces for office use. Therefore, some of those parking spaces may be converted to be used for extra seating for the restaurant users, if needed. Overall, the project provides a total of 199 parking spaces, which exceeds the minimum code requirement of 175 spaces.

Overall, staff recommends approval of the requested Conditional Use for buildings exceeding 10,000 square feet and alcohol sales within 300 feet of residential properties, subject to the following conditions:

1. That the Community Benefit Agreement be fully executed prior to issuance of a Certificate of Occupancy.
2. That the identified oak trees at the Fairbanks/Denning and Fairbanks/Capen intersections be preserved until future transportation improvements commence on Fairbanks Avenue.
3. That the design of the pond be refined to incorporate a more naturalized shape, rather than rigid edges, given its visibility from the exterior of the site and its role as a visual component of the overall development. (This has already been done in the updated submittal for the Commission meeting)
4. That the applicant enhance the streetscape along Holt Avenue between Denning Drive and Capen Avenue to incorporate dedicated on-street parking. This improvement shall be completed prior to a Certificate of Occupancy for the project.

## **alternatives | other considerations**

## **fiscal impact**

## **attachments**

1. 05012025 DRAFT FINAL Community Benefit Agreement (DI Partners LLLP)(2)
2. 01 Appraiser Map Exhibit-8.5x11
3. 02 Location Map Exhibit-8.5X11
4. 03 Survey & Tree Survey Plan-11x17
5. 04 Proposed Development Plans
6. 05 Landscape & Irrigation Plans-11x17
7. 06 Preliminary Stormwater & Details 11x17
8. 07 Preliminary Utility Plan-11x17
9. 08 Building Elevations

10. 09 Lighting and Signage Plans-11x17
11. Community Meeting 2nd Mailing-3-17-26
12. FBS South Community Mtg Recap-3-25-26
13. Sign-in Sheet-6-23-26
14. [EXTERNAL] Request to Postpone April 7 and April 22 Hearings – 860 W Fairbanks Ave (SOUTH) Due to Newly Disclosed Related Development at 872 W Comstoc
15. Re\_ [EXTERNAL] Request to Postpone April 7 and April 22 Hearings – 860 W Fairbanks Ave (SOUTH) Due to Newly Disclosed Related Development at 872 W Com
16. RE2\_ [EXTERNAL] Request to Postpone April 7 and April 22 Hearings – 860 W Fairbanks Ave (SOUTH) Due to Newly Disclosed Related Development at 872 W Co

After Recording Return to:  
City of Winter Park  
Attn: City Clerk  
401 S. Park Ave.  
Winter Park, FL 32789

**COMMUNITY BENEFIT AGREEMENT  
(DI Partners)**

This **COMMUNITY BENEFIT AGREEMENT** (the “Agreement”) is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2025, between the **City of Winter Park, Florida**, a Florida municipality (“**City**”), whose address is 401 Park Avenue South, Winter Park, Florida 32789; and **DI Partners LLLP**; whose address is 1011 Wymore Road, Winter Park, Florida 32789 and **CVJCR Properties Ltd. LLLP**, whose address is both 1011 Wymore Road, Winter Park, Florida 32789 and PO Box 1720, Winter Park, Florida 32790, and **WP1, LLC**, whose address is PO Box 1720, Winter Park, Florida 32790, and the **Comstock Land Trust** whose address is PO Box 1720, Winter Park, Florida 32790 that all collectively will be referred to as (“**DI Partners**”).

**WHEREAS**, DI Partners in all forms of collective ownership outlined above are the fee simple owners of properties located at 805 W. Fairbanks Avenue (05-22-30-9400-72-070) and 801 W. Fairbanks Avenue (05-22-30-9400-72-100) and 771 W. Fairbanks Avenue (05-22-30-9400-72-110) and 555 S. Capen Avenue (05-22-30-9400-72-121) and 711 W. Fairbanks Avenue (05-22-30-9400-73-071) and 860 W. Fairbanks Avenue (05-22-30-9400-92-020) and 710 W. Fairbanks Avenue (05-22-30-9400-91-052) and 670 W. Fairbanks Avenue (07-22-30-2824-00-010) and 666 W. Fairbanks Avenue (07-22-30-2824-00-021) and 660 W. Fairbanks Avenue (07-22-30-2824-00-022) and 882 W. Comstock Avenue (07-22-30-9400-72-060) and 872 W. Comstock Avenue (07-22-30-9400-72-052) and 862 W. Comstock Avenue (07-22-30-9400-72-051) and 809 W. Comstock Avenue (07-22-30-9400-71-162); as set forth on **Exhibit “A”** attached hereto (“Subject Property”); and

**WHEREAS**, DI Partners and City wish to partner in simplifying land use and zoning entitlements, clarifying vested rights, providing for traffic safety improvements, storm water and flood control improvements, provide for consideration of land donations as fee in lieu for transportation impact fees and storm water requirements, provide for street right-of-way realignments, street right-of-way vacations and attainable housing as set forth herein; and

**WHEREAS**, such agreements as provided for herein have been advertised and subject to public hearings by the Planning and Zoning Board and City Commission with legal notice provided for as required;

**NOW, THEREFORE**, in consideration of the premises thereof, the promises and provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, and DI Partners agree as follows:

1. Incorporation of Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Agreement.

2. City of Winter Park commitments to DI Partners:

a. The application of vested C-3 zoning (without exception or carveout except as set forth below) for construction on 805; 801; 771; 711; 860; 710; 670; 666 and 660 West Fairbanks provided that:

- i. No building would exceed 3 stories anywhere on the properties;
- ii. No parking garage would be built on any of the properties;
- iii. The existing landscape islands and live oak trees at the two corners of W. Fairbanks and Denning Drive and Capen Avenue will be preserved and maintained in any redevelopment plan but may be reduced in size in internal width and length by up to 15 feet and consistent with current code, credits applied for any parking that otherwise could occur in those two locations. The obligation to maintain the islands and trees shall cease at such time as the City widens Fairbanks Avenue in the locations adjacent to the islands and trees;
- iv. No type of motor vehicle use (sales, service, rental) would be requested on the redeveloped property except as a continuation of a current business, to the extent it may still be allowable in C-3 zoning however, DI Partners shall be allowed to open a boutique area for the display of no more than two (2) vehicles in the development of the property south of Fairbanks Avenue so long as no sales of any vehicles occur on the property;
- iv. Parking standards of the Orange Avenue Overlay to apply but no variances from the C-3 zoning requirements would be requested and no conditional uses for any special business type would be requested other than for restaurants and restaurant alcoholic beverage sale and consumption within 300 feet of residential for which such business uses have deemed to be granted on August 28, 2024 for the Subject Property, subject to normal zoning code compliance for parking, etc.

b. The City to vacate (subject to potential reservation of underground utility easements) the north six feet of the right-of-way of Holt Avenue from its intersection with South Denning Drive east to its intersection with Capen Avenue. This would leave five feet in the right-of-way north of the curb line for a future sidewalk, if desired.

c. Consistent with Section 59-9 of the City's Transportation Impact Fee ordinance and in recognition of the aforementioned donation provided for in the Agreement, the City to provide credit for such and waive transportation impact fees on any development or redevelopment on 860/805/801/771/711/710/670/666/660 W. Fairbanks Avenue and 555 S. Capen Avenue, in

conformance with the Transportation Impact Fee ordinance provisions for contributions toward roadway improvement projects in lieu of fees paid.

d. City to reimburse DI Partners for the design, geotech and permitting expenses and for the construction of the stormwater retention area adjacent to Denning and Comstock including engineering design and permitting on the properties at 882, 872 and 862 W. Comstock Avenue inclusive of landscaping. DI Partners to agree to maintain landscaping with City to maintain proper functioning of the stormwater retention area

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

f. Consistent with the Affordable Housing Linkage fee ordinance provisions, the voluntary sale of the vacant building lot at 809 W. Comstock shall allow the waiver of the housing linkage fee as may be applied to all Subject Property.

g. The redevelopment of the Subject Property shall not be charged any impact fees or other fee that does not exist within the City fee schedule at the time of execution of this Agreement.

### 3. DI Partners commitments to the City.

a. Donation of the south 10.4 feet of 805 and 801 W. Fairbanks Avenue and a triangular transition parcel starting at the eastern boundary of 801 W. Fairbanks Avenue and transitioning down to Zero feet at the eastern boundary of 771 W. Fairbanks Avenue altogether for the purpose of providing for a transportation safety and mobility improvement to create a left-hand turn lane heading westbound at the intersection of Fairbanks and Denning Drive. Such improvements shall be at no expense to DI Partners and shall be the total responsibility of the City and/or FDOT including costs of infrastructure removal and replacement and including any costs for work necessary on Subject Property in order to implement the turn lane and road widening, such that no costs are incurred by the owners of Subject Property for any reason. Until such improvement is implemented, DI Partners shall landscape and maintain such area.

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

c. Donation of the properties at 882; 872 and 862 W. Comstock Avenue for stormwater treatment of roadway and parking lot drainage and runoff as may be accommodated. Implementation to include the design, geotech and permitting expenses and the expenses for construction of the storm water retention area with attractive landscaping to include perimeter hedging and interior cypress tree plantings, to be at City's expense. Future major maintenance necessary for the continued functioning of the retention pond and replacement of landscape plantings shall be at City's expense but typical regular maintenance of mowing, edging and trimming of landscape plantings including

proper functioning of any irrigation system shall be the responsibility and at the expense of the ownership of 805, 801 and 771 W. Fairbanks Avenue.

d. Sale to the City of Winter Park of the vacant single-family lot/property at 809 W. Comstock Avenue for development as attainable housing by the City or its' non-profit partners for \$250,000 with the City to cover all closing costs and provide written confirmation as to the charitable contribution of any such value confirmed by appraisal above that cost. Upon sale to the City of Winter Park or its' assigns to a non-profit 501 (c) (3) partner, such property shall no further and no longer be encumbered by any aspects of this Agreement

4. Conditional Use Permit. In exchange for the obligations set forth herein, the City agrees that any Conditional Use Permit granted for any portion of the redevelopment on the Subject properties shall be valid for a term of five (5) years from the Effective Date of any Conditional Use approval.

5. Effective Date. This Agreement shall become effective upon the adoption by the City Commission of this Community Benefit Agreement and the expiration of all appeal periods.

6. Notices. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the Party's name below, or at such other address or to such other person as the party shall have specified by written notice to the other Party delivered in accordance herewith.

As to City: City of Winter Park  
Attn: City Manager  
401 Park Avenue South  
Winter Park, Florida 32789

And a Copy to: Fishback Dominick LLP  
Attn: Kurt Ardaman  
1947 Lee Road  
Winter Park, Florida 32789

As to DI Partners: DI Partners  
1100 N. Wymore  
Road  
Winter Park, Florida 32789

7. Amendment. Except as expressly provided herein, this Agreement contains the entire agreement between the parties and may not be changed, modified, amended, waived, or cancelled except by an amendment in writing and executed by each of the parties hereto.

8. Recording. This Development Agreement may be recorded in the official records of Orange County, Florida, at the time and expense of Rollins College.

9. Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile or .pdf electronic signature by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required

10. Applicable Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in Orange County, Florida, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court

11. Binding Nature. This Agreement inures to the benefit of and is binding upon the successors or assigns in interest or the legal representatives of the parties hereto.

*(SIGNATURES ON FOLLOWING PAGES)*

WITNESSES:

**CITY OF WINTER PARK, FLORIDA**, a  
Florida municipality

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by  
\_\_\_\_\_, as \_\_\_\_\_ of the City of Winter Park, a Florida  
municipality, on behalf of the municipality. He (She)  is personally known to me or  has  
produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)

WITNESSES:

**DI PARTNERS LLLP**, a Florida limited liability company

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of DI Partners LLLP, a Florida limited liability company, on behalf of the company. He (She)  is personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)

WITNESSES:

**CVJCR PROPERTIES LTD. LLLP**, a  
Florida limited liability company

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by  
\_\_\_\_\_, as \_\_\_\_\_ of CVJCR Properties Ltd. LLLP, a  
Florida limited liability company, on behalf of the company. He (She)  is personally known to  
me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)

WITNESSES:

**WP1, LLC**, a Florida limited liability company

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of WP1, LLC, a Florida limited liability company, on behalf of the company. He (She)  is personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)

WITNESSES:

**COMSTOCK LAND TRUST,** a Florida  
limited liability company

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by  
\_\_\_\_\_, as \_\_\_\_\_ of Comstock Land Trust, a Florida  
limited liability company, on behalf of the company. He (She)  is personally known to me or  
 has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)

**EXHIBIT "A"**

805 W. Fairbanks Avenue (05-22-30-9400-72-070) and  
801 W. Fairbanks Avenue (05-22-30-9400-72-100) and  
771 W. Fairbanks Avenue (05-22-30-9400-72-110) and  
555 S. Capen Avenue (05-22-30-9400-72-121) and  
711 W. Fairbanks Avenue (05-22-30-9400-73-071) and  
860 W. Fairbanks Avenue (05-22-30-9400-92-020) and  
710 W. Fairbanks Avenue (05-22-30-9400-91-052) and  
670 W. Fairbanks Avenue (07-22-30-2824-00-010) and  
666 W. Fairbanks Avenue (07-22-30-2824-00-021) and  
660 W. Fairbanks Avenue (07-22-30-2824-00-022) and  
882 W. Comstock Avenue (07-22-30-9400-72-060) and  
872 W. Comstock Avenue (07-22-30-9400-72-052) and  
862 W. Comstock Avenue (07-22-30-9400-72-051) and  
809 W. Comstock Avenue (07-22-30-9400-71-162);

OCPA Web Map		Major Roads	Proposed Road	Residential	Commercial/Industrial/Vacant Land	Parks	6	Lot Number
Florida Turnpike	Public Roads	Brick Road	Block Line	Agriculture	Agricultural Curtilage	Lakes and Rivers	06060	Parcel Number
Interstate 4	Gated Roads	Block Line	Lot Line	Commercial/Institutional	Hydro	Building	3106	Parcel Address
Toll Road	Road Under Construction	Lot Line		Governmental/Institutional/Misc	Waste Land	E	111.9	Parcel Dimension



Created: 11/26/2025 14:35 Aerial 2025, undefined

This map is for reference only and is not a survey

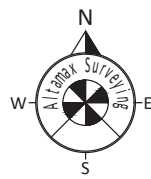


880, 860, 840 & 820 W FAIRBANKS AVE  
WINTER PARK



Project Location

# BOUNDARY & TOPOGRAPHIC SURVEY



## OWNERSHIP AND ENCUMBRANCE REPORT:

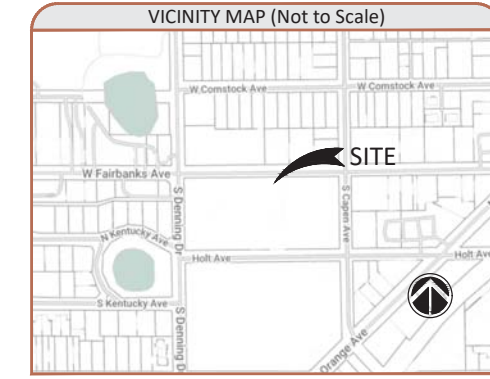
LOTS 1 THROUGH 16, INCLUSIVE, J.E. HARPER'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK K, PAGE 89, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (LESS THAT PART OF LOT 6 AND LOT 7 DEED FOR RIGHT OF WAY FOR MAITLAND AVENUE AND RECORDED IN OFFICIAL RECORDS BOOK 1641, PAGE 323, AND IN OFFICIAL RECORDS BOOK 1641, PAGE 325, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA)

AND

LOTS 1, 2, 3 AND 12, BLOCK 92, REVISED MAP OF THE TOWN OF WINTER PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK "A", PAGES 67 THROUGH 72, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, (SAID LOTS 1, 2, 3 AND 12, BLOCK 92, BEING ALSO SHOWN ON THE PLAT OF OVERSTREET TURPENTINE COMPANY'S REVISED DIVISION AS RECORDED IN PLAT BOOK F, PAGE 93, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.)

## ENCUMBRANCE NOTES:

- Holler Chevrolet Co., a Florida corporation agrees at such time to widen Fairbanks Avenue at its own expense in that Agreement recorded in ORB 1513, PG 356 IN THE Official Records Book of Orange County, Florida. (BLANKET IN NATURE OVER THE PORTION OF THE SUBJECT PROPERTY SHOWN HEREON.)
- Traffic Signalization Easement between DI Partners, LLP, a limited liability limited partnership, and the City of Winter Park recorded in ORB 9818, PG 3220 of the Official Public Records Book of Orange County, Florida. (ON SUBJECT PROPERTY AS SHOWN)
- Modification to Settlement and Use Agreement and to Vehicle Sales Agreement recorded in ORB 10234, PG 7533 of the Official Public Records Book of Orange County, Florida. (ON SUBJECT PROPERTY-BLANKET IN NATURE)



### LEGEND

AC	AIR CONDITIONER
BB	BOTTOM OF BANK
BHM	BUILDING HEIGHT MEASUREMENT
BP	BACK FLOW PREVENTER
CB	CALCULATED
CBM	CONCRETE BLOCK WALL
CC	COVERED CONCRETE
CCM	CERTIFIED CORNER RECORD
CF	CONCRETE FLAME
CHW	CONCRETE HEADWALL
CLF	CHAIN LINK FENCE
CL	CENTERLINE
CM	CONCRETE MANHOLE
CMP	CORRUGATED METAL PIPE
CO	CLEAN OUT
CONC	CONCRETE
COVD	COVERED
CP	CONCRETE PAD
CR	CURB
CW	CONCRETE WALKWAY
CS	CONCRETE STORM/RAIN LINE
(D)	DESCRIBED
DB	DEED BOOK
DE	DRAINAGE EASEMENT
DI	DOT INLET
DP	DUMPSTER PAD
DR	DRAINWAY
EN	EASEMENT NUMBER
ER	ELECTRIC BOX
EC	EDGE OF CONCRETE
EM	ELECTRICAL METER
EL	ELEVATION
EMT	EASEMENT
EP	EDGE OF PAVEMENT
FR	FRONT SETBACK OF
FN	FINISHED FLOOR REFERENCE NETWORK
FRN	FLOOD INSURANCE RATE MAP
FE	FINISHED FLOOR ELEVATION
FI	FIRE HYDRANT
FM	BURRED FIBER OPTIC CABLE
FND	FOUND
FOD	BURRED FIBER OPTIC CABLE LINE
FO	FLAG POLE
FP	FLAG POLE
GA	GAS METER
GV	GUY WIRE ANCHOR
HA	HANDICAP PARKING
HDP	HIGH DENSITY POLYETHYLENE PIPE
IN	INVERT ELEVATION
IR	IRON PIPE
IRH	IRON ROD
LA	ARC LENGTH
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
LA	LANDSCAPED AREA
MF	METAL FENCE
MS	METAL SHED
MI	MITERED END SECTION
MON	MONITORING WELL
TR	TRUNK END
NAV	NORTH AMERICAN VERTICAL DATUM
NAD	NORTH AMERICAN DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NTS	NOT TO SCALE
OR	OFFICIAL RECORDS BOOK
OW	OVERHEAD WIRE
PL	PLAY BOOK
PC	POINT OF CURVATURE
PC	POINT OF COMPOUND CURVATURE
PF	PERMITS
PA	PAGE
PI	POINT OF INTERSECTION
PR	POINT OF BEGINNING
PC	POINT OF COMMENCEMENT
PR	POINT OF REVERSE CURVATURE
PS	PARKING SPACES
PSM	PROFESSIONAL SURVEYOR & MAPPER
PS	PROFESSIONAL SIGNAL POLE
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE PIPE
R	REINFORCED CONCRETE PIPE
RW	REUSE WATER LINE
RW	REUSE WATER METER
RP	REUSE WATER METER
SB	SEWER
R/W	RIGHT-OF-WAY
SM	SANITARY MANHOLE
SB	BURRED SANITARY LINE
(S)	SURVEY
SF	SQUARE FEET
SP	START PLANE
SDO	SHOWN FOR DIRECTION ONLY
SM	STOCK WIRE FENCE
SW	SEWER
SP	SPOT ELEVATION
ST	STORM MANHOLE
TC	BURRED TELECOMMUNICATIONS LINE
TC	TELECOMMUNICATIONS MANHOLE
TC	TELEPHONE MANHOLE
TC	TELEPHONE SIGNAL POLE
TC	TELEPHONE SIGN
TC	TRANSFORMER/JUNCTION BOX
TC	TELEPHONE ROSE
TC	TELEPHONE SIGNAL BOX
TC	TELEPHONE BOX
TC	TELEPHONE SIGNAL WIRE
TC	TYPICAL
U	UNKNOWN UTILITY
UE	UTILITY EASEMENT
UP	UTILITY POLE
UM	UTILITY MARKER
VCP	VITRIFIED CLAY PIPE
VF	VIBRO FENCE
W	BURRED WATER LINE
WF	WOOD FENCE
WS	WOOD SHED
WV	WATER VALVE
W	WATER METER
YD	YARD DRAIN

## GENERAL SURVEY NOTES:

- BEARING STRUCTURE IS BASED ON THE MONUMENTED SOUTH R/W LINE OF W FAIRBANKS AVENUE, BEING N89°17'27"E ASSUMED.
- THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.
- THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION (MIKIM & CREED AND NVO) AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ENGINEER AND CONTRACTOR SHALL VERIFY MEASUREMENTS OF CONNECTIONS TO EXISTING UTILITIES BEFORE ORDERING MATERIALS AND BEFORE COMMENCEMENT OF CONSTRUCTION. IF THERE IS A DISCREPANCY BETWEEN THE MEASUREMENTS SHOWN HEREON AND THE VERIFYING MEASUREMENTS, THIS SURVEYOR SHALL BE CONTACTED IMMEDIATELY TO FURTHER VERIFY THE DISCREPANCY.
- THIS SITE LIES IN ZONES X & AE PER FLOOD INSURANCE RATE MAP NO. 120295C025F, COMMUNITY NO. 120188, CITY OF WINTER PARK, ORANGE COUNTY, FLORIDA, EFFECTIVE SEPTEMBER 25, 2009.
- ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.
- THIS SURVEY MADE WITH BENEFIT OF OWNERSHIP AND ENCUMBRANCE REPORT, FILE NO. 11084994, SEARCH DATE THROUGH AUGUST 6, 2025, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY. THE PROPERTY DESCRIBED HEREON IS A PORTION OF THE PROPERTY DESCRIBED IN THE REPORT.
- THIS SURVEY IS VALID ONLY TO THE PARTIES TO WHOM IT IS CERTIFIED AND IS NON-TRANSFERABLE.
- THIS SURVEY MADE WITHOUT BENEFIT OF COMMITMENT FOR TITLE OR SEARCH OF PUBLIC RECORDS FOR EASEMENTS AND/OR ENCUMBRANCES THAT MAY AFFECT THIS SUBJECT PROPERTY.
- ELEVATIONS ARE BASED ON BENCHMARK DESIGNATION 7504B010, BEING: 89.726 FEET, (NAVD 1988), PUBLISHED BY FLORIDA DEPARTMENT OF TRANSPORTATION.
- THE MAPPED FEATURES SHOWN HEREON ARE RELATIVE TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD(83)-(2011)-(EPOCH 2010.0000), ESTABLISHED PER FOOT FPRN.

### TREE CHART

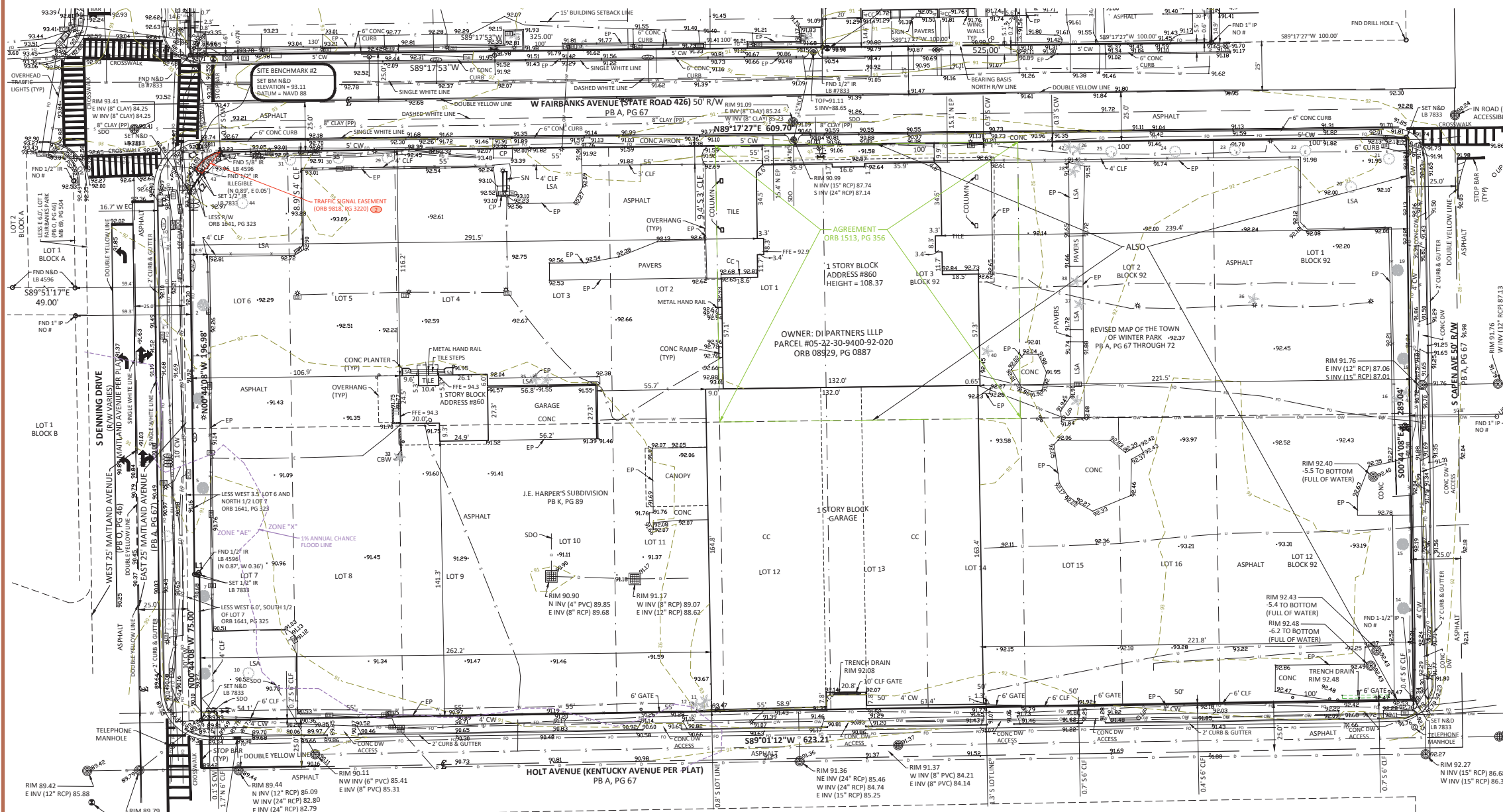
Tree ID#	DBH Size	Tree Type
1	10"	OAK
2	6"	CAMPBOR
3	9"	OAK
4	7"	MAGNOLIA
5	6"	MAGNOLIA
6	9"	OAK
7	5"	MAGNOLIA
8	6"	OAK
9	4"	MAGNOLIA
10	18"	OAK
11	7"	PALM
12	8"	PALM
13	7"	PALM
14	6"	MAGNOLIA
15	4"	MAGNOLIA
16	7"	PALM
18	7"	MAGNOLIA
19	6"	MAGNOLIA
20	13"	OAK
21	13"	OAK
22	12"	OAK
23	16"	OAK
24	13"	OAK
25	12"	OAK
26	7"	PALM
27	6"	PALM
28	6"	PALM
29	13"	OAK
30	13"	OAK
31	11"	OAK
32	12"	PALM
33	13"	PALM
34	7"	PALM
35	7"	PALM
36	13"	PALM
37	6"	PALM
38	6"	PALM
39	6"	PALM
40	7"	PALM
41	8"	PALM
42	7"	PALM
43	16"	OAK
44	16"	OAK

**ADDRESS:**  
860 W FAIRBANKS AVENUE  
WINTER PARK, FL 32789

**Job Information**  
JOB NO. 906880  
JOB OF: ORG. K-89-LOTS1-16  
FIELD DATE: 05/12/2025  
DRAWN BY: GL

### Revisions

DATE:	DESCRIPTION:	BY:
9/18/25	OWNERSHIP & ENCUMBRANCE	GL
2/27/26	TREES	JB



**LAND AREA:**  
CONTAINS 181,481 SQUARE FEET OR 4.1662 ACRES MORE OR LESS.

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	20.50'	43°54'57"	15.71'	N54°34'32"E	15.33'

LINE	BEARING	DISTANCE
L1	S88°59'00"W	2.50'
L2	N34°45'52"E	11.30'
L3	N57°19'08"W	3.79'

**Altamax Surveying**  
910 Belle Avenue, Suite 1100  
Casselberry, FL 32708  
Phone: 407-677-0200  
Licensed Business No. 7833  
www.altamaxsurveying.com  
James@altamaxsurveying.com

Digitally signed by James D Bray  
DN: cn=James D Bray, o=US, ou=unaffiliated  
Reason: I am the author of this document.  
Location:  
Date: 2026.02.27 14:23:00

**James D. Bray PSM 6507**



This Survey is "NOT VALID" without the original signature and seal of this Florida Licensed Surveyor and Mapper, unless provided with electronic signature. The seal appearing on this document was authorized by the signing Professional Surveyor and Mapper on the Date of the electronic signature.

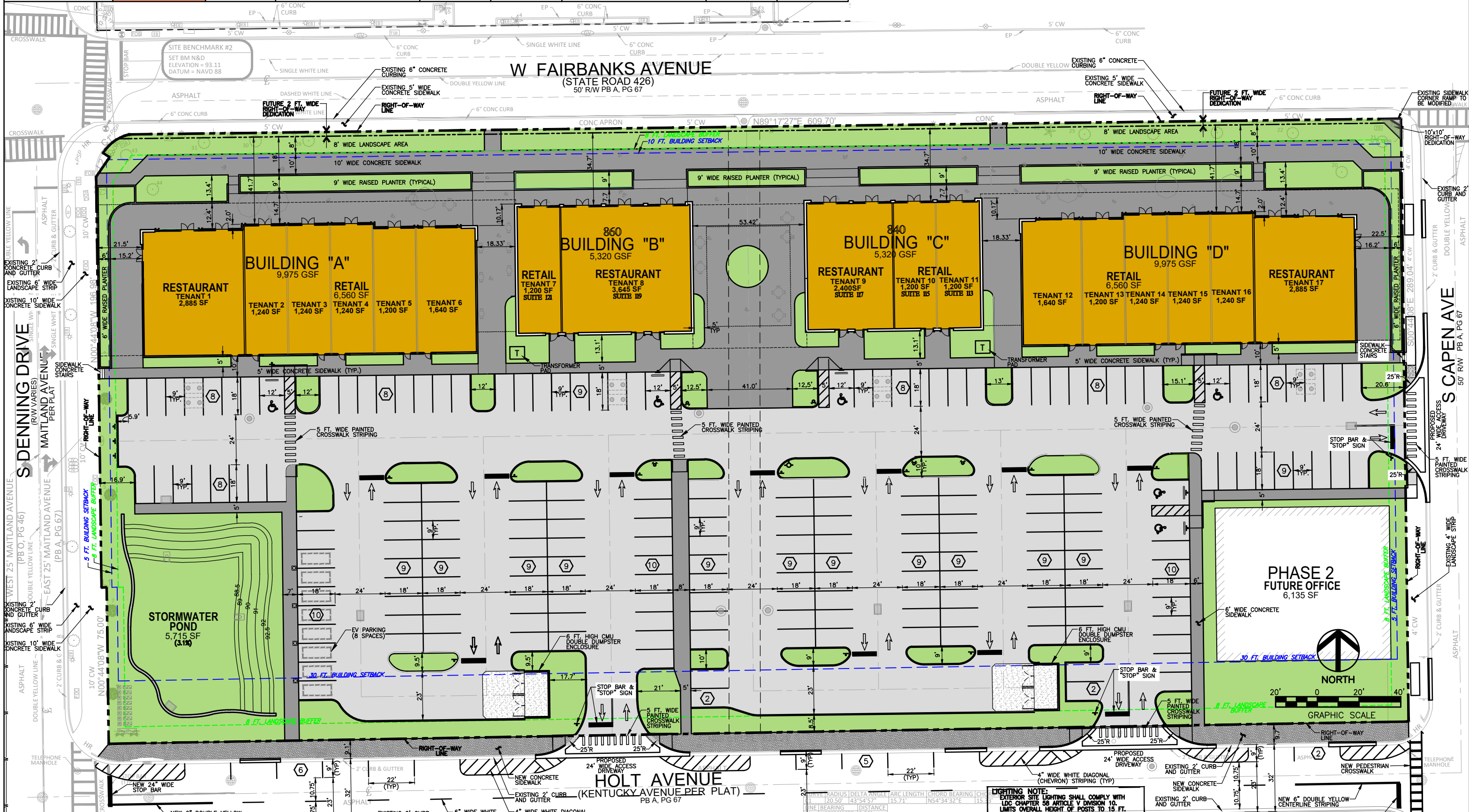
**CERTIFIED TO:**  
Z DEVELOPMENT SERVICES

C-3 ZONING ANALYSIS (THE SITE)

SITE AREA	PROPOSED	REQUIRED	BUILDING SETBACKS		LANDSCAPE BUFFER		PROPOSED	REQUIRED
	181,481 (4.17 AC)	---	FRONT BUFFER (NORTH/FAIRBANKS AVE)	34.7' (MIN.)	10' MIN.	FRONT BUFFER (NORTH/FAIRBANKS AVE)	8'	8' MIN.
F.A.R.	19.4%	45% MAX.	SIDE BUFFER (EAST/S CAPEN AVE)	22.5' (MIN.)	8' MIN.	SIDE BUFFER (EAST/S CAPEN AVE)	5.6' (MIN.)	8' MIN.
IMPERVIOUS AREA	142,949 SF (78.8%)	85% MAX.	SIDE BUFFER (WEST/S DENNINGS DR)	21.5' (MIN.)	5' MIN.	SIDE BUFFER (WEST/S DENNINGS DR)	5.6' (MIN.)	8' MIN.
PERVIOUS AREA	38,532 SF (20.2%)	15% MIN.	REAR BUFFER (SOUTH/HOLT AVE)	30' (MIN.)	30' MIN.	REAR BUFFER (SOUTH/HOLT AVE)	8'	8' MIN.
PARKING TOTAL	199							

RETAIL			
RETAIL	BUILDING HEIGHT		GROSS BUILT AREA
	REQUIRED	PROVIDED	
	55'	25'/22'	19,795 GSF

RESTAURANT			
RESTAURANT	BUILDING HEIGHT		GROSS BUILT AREA
	REQUIRED	PROVIDED	
	55'	25'/22'	9,965 GSF

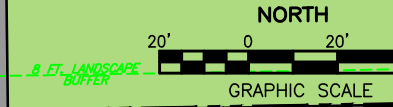


880, 860, 840 & 820 W FAIRBANKS AVENUE WINTER PARK

WAIVER REQUEST:  
TO ALLOW A 9 FT. MINIMUM WIDTH LANDSCAPE ISLAND, IN LIEU OF THE CODE REQUIRED 12 FT. MINIMUM WIDTH.

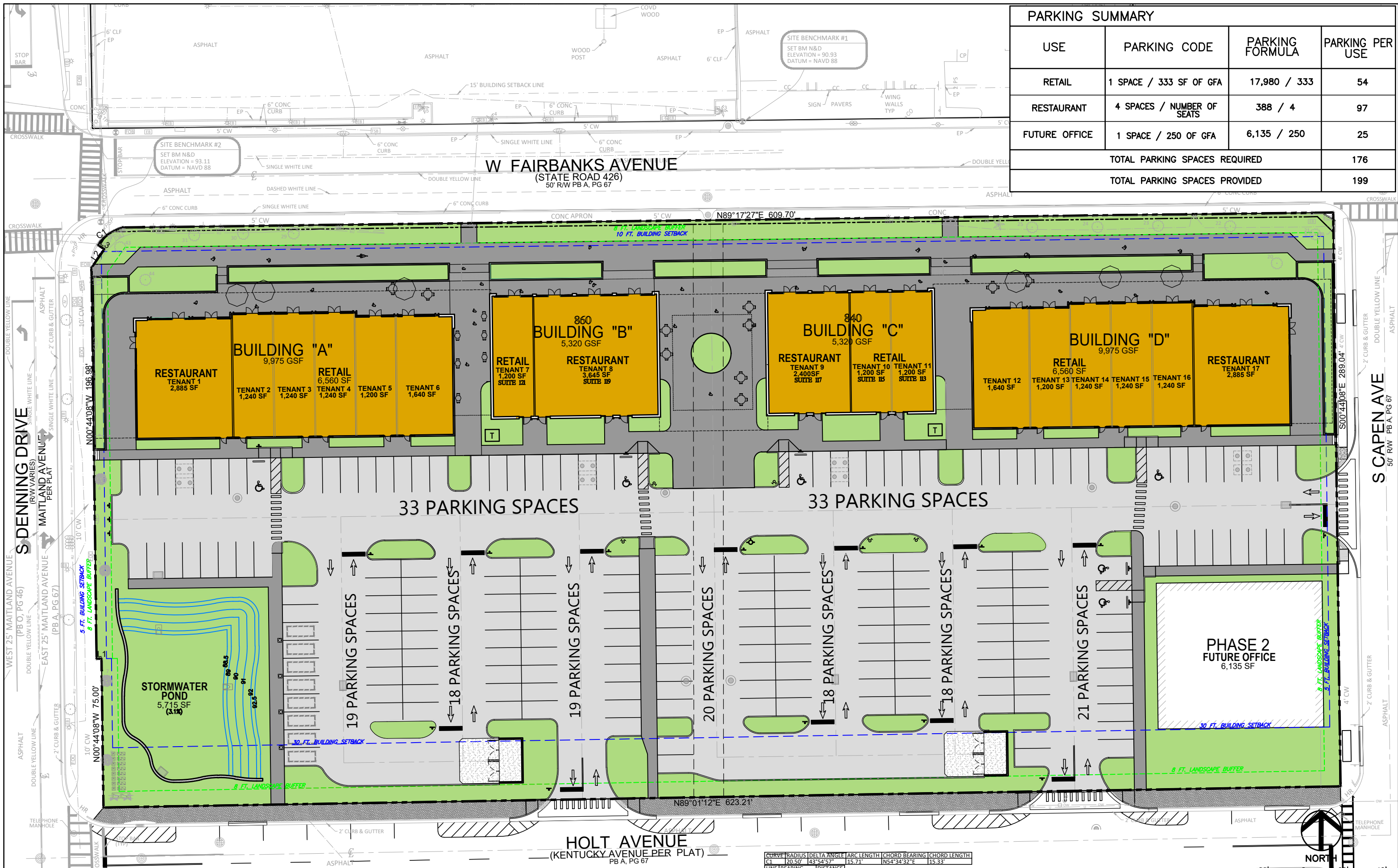
LINE BEARING	DISTANCE	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
N88°59'00"E	7.50'	N88°59'00"E	7.50'	0°00'00"
S89°48'52"W	11.30'	S89°48'52"W	11.30'	0°00'00"
S57°19'08"E	13.79'	S57°19'08"E	13.79'	0°00'00"

LIGHTING NOTE:  
EXTERIOR SITE LIGHTING SHALL COMPLY WITH LDC CHAPTER 58 ARTICLE V DIVISION 10. LIMITS OVERALL HEIGHT OF POSTS TO 15 FT.



SETBACK DIAGRAM & PROJECT ANALYSIS

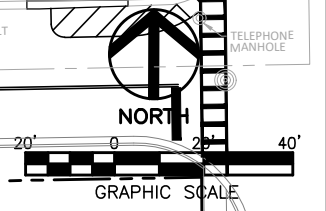
PARKING SUMMARY			
USE	PARKING CODE	PARKING FORMULA	PARKING PER USE
RETAIL	1 SPACE / 333 SF OF GFA	17,980 / 333	54
RESTAURANT	4 SPACES / NUMBER OF SEATS	388 / 4	97
FUTURE OFFICE	1 SPACE / 250 OF GFA	6,135 / 250	25
TOTAL PARKING SPACES REQUIRED			176
TOTAL PARKING SPACES PROVIDED			199

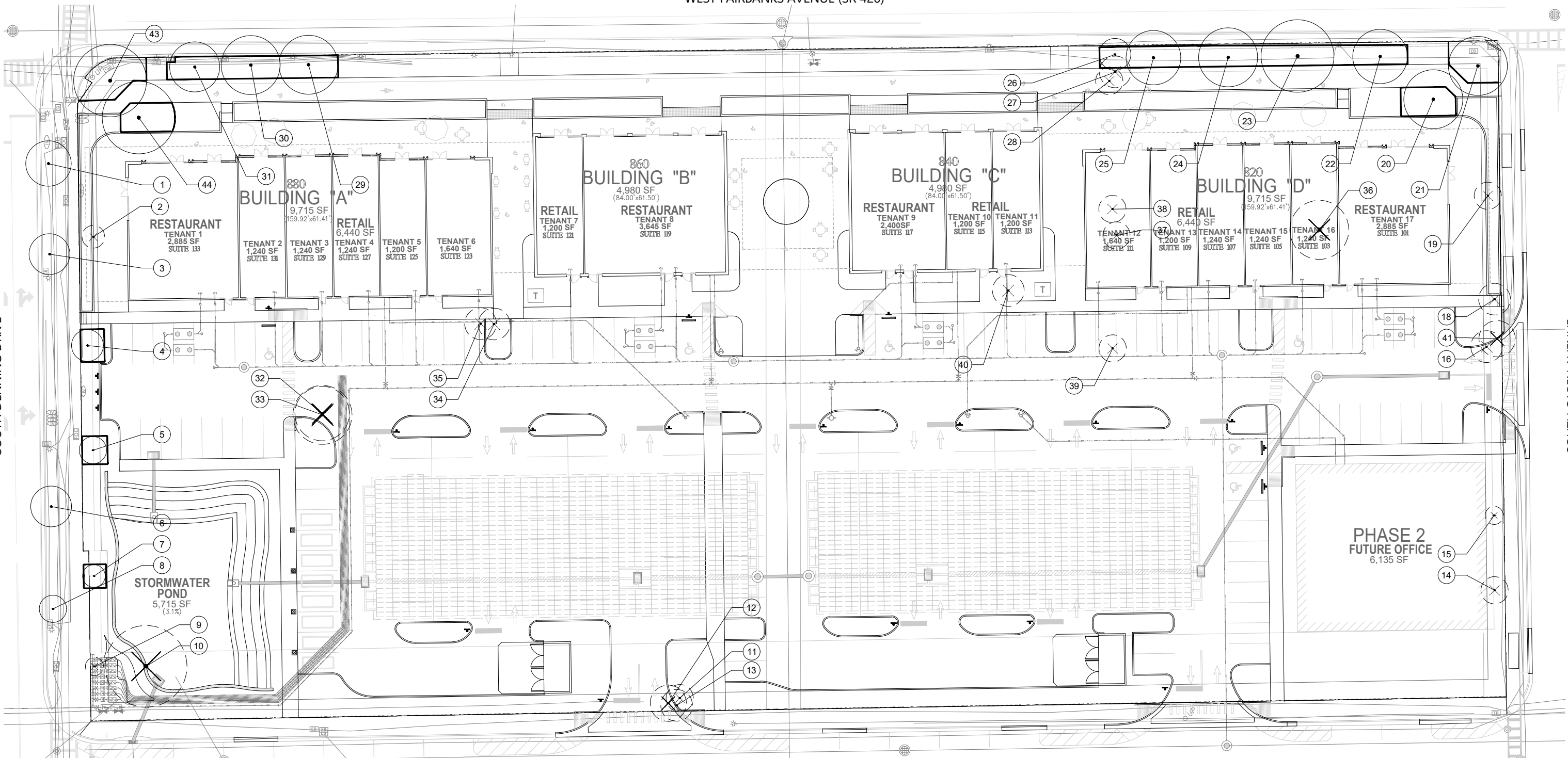


880, 860, 840 & 820 W FAIRBANKS AVENUE WINTER PARK

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	20.50'	43°54'57"	15.71'	N54°34'32"E	15.33'
LINE BEARING	DISTANCE				
L1	N88°59'00"E	2.50'			
L2	S34°45'52"W	11.30'			
L3	S57°19'08"E	13.79'			

# PARKING SUMMARY





TREE INVENTORY & DISPOSITION TABLE

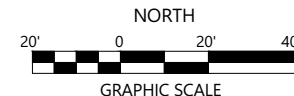
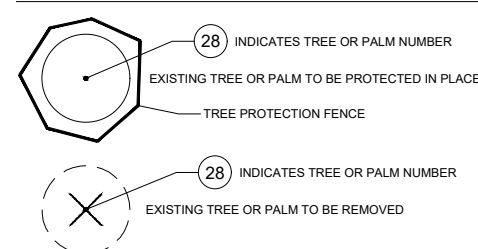
TREE NO.	SPECIES	D.B.H. INCHES	DISPOSITION	NOTES	REPLACEMENT	
					TREES	DBH
1	OAK	10	REMAIN			
2	CAMPHOR	5	REMOVE	UNDER 6", INVASIVE		
3	OAK	9	REMAIN			
4	MAGNOLIA	7	REMAIN			
5	MAGNOLIA	6	REMAIN			
6	OAK	9	REMAIN			
7	MAGNOLIA	5	REMAIN			
8	OAK	6	REMAIN			
9	MAGNOLIA	4	REMOVE		1	4
10	OAK	18	REMOVE		1	18
11	PALM	6	REMOVE	NOT PROTECTED		
12	PALM	8	REMOVE	NOT PROTECTED		
13	PALM	7	REMOVE	NOT PROTECTED		
14	MAGNOLIA	6	REMOVE		1	6
15	MAGNOLIA	4	REMOVE	UNDER 6"		
16	PALM	7	REMOVE	NOT PROTECTED		

TREE NO.	SPECIES	D.B.H. INCHES	DISPOSITION	NOTES	REPLACEMENT	
					TREES	DBH
18	MAGNOLIA	7	REMOVE		1	7
19	MAGNOLIA	6	REMOVE			
20	OAK	13	REMAIN		1	6
21	OAK	13	REMAIN			
22	OAK	12	REMAIN			
23	OAK	16	REMAIN			
24	OAK	13	REMAIN			
25	OAK	12	REMAIN			
26	PALM	7	REMAIN			
27	PALM	7	REMOVE	NOT PROTECTED		
28	PALM	6	REMOVE	NOT PROTECTED		
29	OAK	13	REMAIN			
30	OAK	13	REMAIN			
31	OAK	11	REMAIN			
32	PALM	12	REMOVE	NOT PROTECTED		
33	PALM	13	REMOVE	NOT PROTECTED		

TREE NO.	SPECIES	D.B.H. INCHES	DISPOSITION	NOTES	REPLACEMENT	
					TREES	DBH
34	PALM	7	REMOVE	NOT PROTECTED		
35	PALM	7	REMOVE	NOT PROTECTED		
36	PALM	13	REMOVE	NOT PROTECTED		
37	PALM	6	REMOVE	NOT PROTECTED		
38	PALM	6	REMOVE	NOT PROTECTED		
39	PALM	6	REMOVE	NOT PROTECTED		
40	PALM	7	REMOVE	NOT PROTECTED		
41	PALM	8	REMOVE	NOT PROTECTED		
42	PALM	7	REMOVE	NOT PROTECTED		
43	OAK	16	REMAIN			
44	OAK	16	REMAIN			
TOTAL REPLACEMENT					5	41

REPLACEMENT SHALL BE EITHER PLANTING NINE (9) SHADE TREES AT 3" CAL. EACH (IN ADDITION TO THE LANDSCAPE REQUIREMENTS OF SEC. 58-336) OR 41 INCHES PAID INTO THE CITY TREE REPLACEMENT TRUST FUND OR A COMBINATION OF BOTH.

LEGEND



W FAIRBANKS AVE

WINTER PARK

TREE DISPOSITION PLAN



**PLANT SCHEDULE**

**VEHICLE USE AREA INTERIOR LANDSCAPE AREA CALCULATION**  
 VEHICLE USE AREA: +/- 72,919 SF  
 7.5% LANDSCAPE AREA REQUIRED: 5,469 SF  
 LANDSCAPE AREA PROVIDED: 5,693 SF

SYMBOL	BOTANICAL / COMMON NAME
	<b>PALM TREES</b>
	LIVISTONA DECIPIENS RIBBON PALM
	WODYETIA BIFURCATA FOXTAIL PALM
	<b>SHADE TREES</b>
	JUNIPERUS SILICICOLA SOUTHERN RED CEDAR

SYMBOL	BOTANICAL / COMMON NAME
	<b>SHADE TREES</b>
	MAGNOLIA GRANDIFLORA SOUTHERN MAGNOLIA
	QUERCUS VIRGINIANA SOUTHERN LIVE OAK
	TAXODIUM DISTICHUM BALD CYPRESS
	ULMUS ALATA WINGED ELM

SYMBOL	BOTANICAL / COMMON NAME
	<b>UNDERSTORY TREES</b>
	CITHAREXYLUM SPINOSUM SPINY FIDDLEWOOD
	ILEX VOMITORIA 'PENDULA' WEeping YAUPON HOLLY
	LAGERSTROEMIA INDICA X FAURIEI 'ACOMA' ACOMA CRAPE MYRTLE MULT-TRUNK
	MYRCIANTHES FRAGRANS SIMPSON'S STOPPER
	PODOCARPUS GRACILIOR FERN PINE
	VITEX AGNUS-CASTUS 'SHOAL CREEK' SHOAL CREEK CHASTE TREE

SYMBOL	BOTANICAL / COMMON NAME
	<b>ACCENT PLANTS</b>
	CRINUM ASIATICUM
	CRINUM LILY
	JUNIPERUS CHINENSIS 'PARSONII' PARSONI JUNIPER
	MUHLENBERGIA SERICEA 'WHITE CLOUD' WHITE CLOUD DUNE HAIRGRASS
	RHAPIS EXCELSA LADY PALM
	SORGHASTRUM SECUNDUM LOPSIDED INDIAN GRASS
	STRELITZIA NICOLAI GIANT BIRD OF PARADISE
	THALMATOPHYLLUM XANADU XANADU PHILODENDRON
	<b>HEDGE SHRUBS</b>
	ACCA SELLOWIANA PINEAPPLE GUAVA
	ILEX CORNUTA 'DWARF BURFORD' DWARF BURFORD HOLLY
	PODOCARPUS MACROPHYLLUS YEW PODOCARPUS

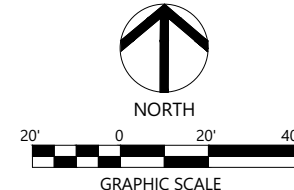
SYMBOL	BOTANICAL / COMMON NAME
	<b>GROUND COVERS</b>
	ARACHIS GLABRATA PERENNIAL PEANUT
	ASPARGAS DENSIFLORUS 'MYERSII' MYERS ASPARAGUS FERN
	BULBINE FRUTESCENS 'YELLOW' YELLOW BULBINE
	ERAGROSTIS SPECTABILIS PURPLE LOVEGRASS
	JUNIPERUS CONFERTA 'BLUE PACIFIC' BLUE PACIFIC SHORE JUNIPER
	LIRIOPE MUSCARI 'BIG BLUE' BIG BLUE LILYTURF
	MUHLENBERGIA CAPILLARIS PINK MUHLY GRASS
	PHYLLA NODIFLORA TURKEY TANGLE FROGFRUIT
	TRACHELOSPERMUM ASIATICUM 'MINIMA' MINIMA ASIATIC JASMINE
	TRIPSACUM DACTYLOIDES FAKAHATCHEE GRASS

SYMBOL	BOTANICAL / COMMON NAME
	<b>SOD/SEED</b>
	STENOTAPHRUM SECUNDATUM 'FLORATAM' FLORATAM ST. AUGUSTINE GRASS


















W FAIRBANKS AVE

WINTER PARK

**LANDSCAPE CONCEPT PLAN**



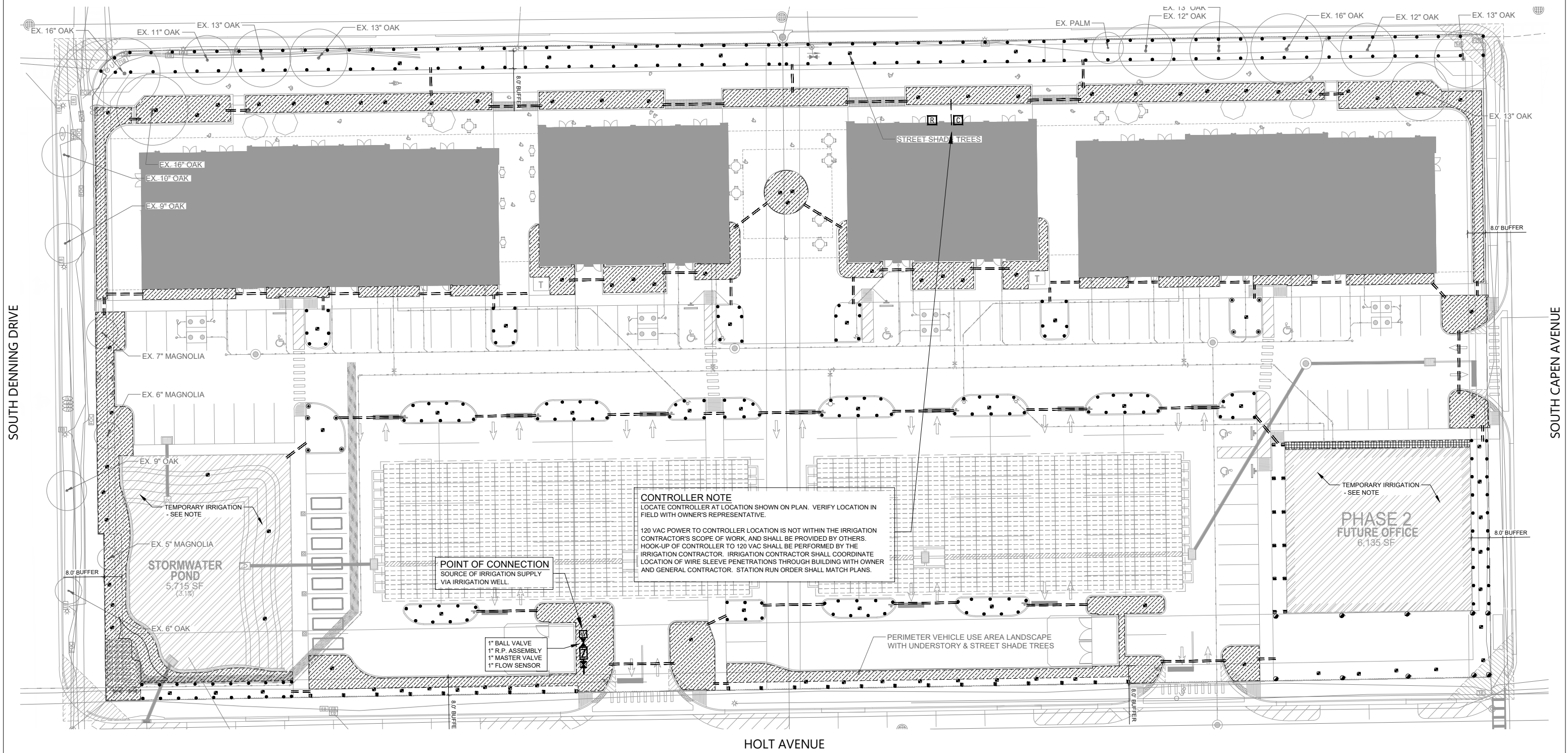
PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	CAL/DBH	HEIGHT	SPREAD	NATIVE	XERIC	SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	HEIGHT	SPREAD	NATIVE	XERIC	
<b>PALM TREES</b>											<b>GROUND COVERS</b>											
	LD	10	LIVISTONA DECIPIENS	RIBBON PALM	CONT.		12'-14' CT		NO	HIGH		AG	1,905	ARACHIS GLABRATA	PERENNIAL PEANUT	1 GAL. MIN.	12" OC	FULL	FULL IN POT	NO	HIGH	
	WB	1	WODYETIA BIFURCATA	FOXTAIL PALM	CONT.	TRIPLE TRUNK	MIN 14' CT		NO	MODERATE		AM	375	ASPARAGUS DENSIFLORUS 'MYERSII'	MYERS ASPARAGUS FERN	1 GAL. MIN.	18" OC	FULL	FULL IN POT	NO	MODERATE	
<b>SHADE TREES</b>												BY	180	BULBINE FRUTESCENS 'YELLOW'	YELLOW BULBINE	1 GAL. MIN.	12" OC	FULL	FULL IN POT	NO	MODERATE	
	JS	8	JUNIPERUS SILICICOLA	SOUTHERN RED CEDAR	CONT.	3" CAL. MIN.	12' MIN.		YES	HIGH		ES	210	ERAGROSTIS SPECTABILIS	PURPLE LOVEGRASS	3 GAL. MIN.	24" OC	12" MIN		YES	HIGH	
	MG	5	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	CONT.	3" CAL. MIN.	12' MIN.		YES	MODERATE		JB	174	JUNIPERUS CONFERTA 'BLUE PACIFIC'	BLUE PACIFIC SHORE JUNIPER	3 GAL. MIN.	24" OC	FULL	FULL IN POT	NO	HIGH	
	QV	23	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	CONT.	3" CAL. MIN.	12' MIN.		YES	HIGH		LB	743	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILYTURF	1 GAL. MIN.	18" OC	FULL	6-8 PIPS / POT	NO	MODERATE	
	TD	3	TAXODIUM DISTICHUM	BALD CYPRESS	CONT.	3" CAL. MIN.	12' MIN.		YES	HIGH		MC	228	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	3 GAL. MIN.	30" OC	12" MIN		YES	HIGH	
	UA	8	ULMUS ALATA	WINGED ELM	CONT.	3" CAL. MIN.	12' MIN.		YES	HIGH		PN	694	PHYLA NODIFLORA	TURKEY TANGLE FROGFRUIT	1 GAL. MIN.	12" OC	FULL	FULL IN POT	YES	MODERATE	
<b>UNDERSTORY TREES</b>												TM	763	TRACHELOSPERMUM ASIATICUM 'MINIMA'	MINIMA ASIATIC JASMINE	1 GAL. MIN.	18" OC	FULL	3-4 RUNNERS OVERHANGING POT MIN	NO	MODERATE	
	CS	20	CITHAREXYLUM SPINOSUM	SPINY FIDDLEWOOD	CONT.	1" CAL. MIN.	6' MIN.		NO	MODERATE		TF	59	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	3 GAL. MIN.	36" OC	12" MIN		YES	HIGH	
	IP	12	ILEX VOMITORIA 'PENDULA'	WEeping YAUPON HOLLY	CONT.	1" CAL. MIN.	6' MIN.		YES	HIGH	<b>SOD/SEED</b>											
	LA	6	LAGERSTROEMIA INDICA X FAURIEI 'ACOMA'	ACOMA CRAPE MYRTLE MULT-TRUNK	CONT.	1" CAL. MIN.	6' MIN.		NO	HIGH		SOD1	27,739 SF	STENOTAPHRUM SECUNDATUM 'FLORATAM'	FLORATAM ST. AUGUSTINE GRASS	SOLID SOD					NO	LOW
	MF	4	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER	CONT.	1" CAL. MIN.	6' MIN.		YES	HIGH												
	PG	4	PODOCARPUS GRACILIOR	FERN PINE	CONT.	1" CAL. MIN.	6' MIN.		NO	HIGH												
	VS	6	VITEX AGNUS-CASTUS 'SHOAL CREEK'	SHOAL CREEK CHASTE TREE	CONT.	1" CAL. MIN.	6' MIN.		NO	HIGH												
<b>SYMBOL</b>	<b>CODE</b>	<b>QTY</b>	<b>BOTANICAL NAME</b>	<b>COMMON NAME</b>	<b>CONTAINER</b>	<b>SPACING</b>	<b>HEIGHT</b>	<b>SPREAD</b>	<b>NATIVE</b>	<b>XERIC</b>												
<b>ACCENT PLANTS</b>																						
	CA	23	CRINUM ASIATICUM	CRINUM LILY	7 GAL. MIN.	AS SHOWN	FULL	FULL IN POT	NO	MODERATE												
	JP	28	JUNIPERUS CHINENSIS 'PARSONII'	PARSONI JUNIPER	7 GAL. MIN.	AS SHOWN	FULL	FULL IN POT	NO	MODERATE												
	ML	67	MUHLENBERGIA SERICEA 'WHITE CLOUD'	WHITE CLOUD DUNE HAIRGRASS	3 GAL. MIN.	30" OC	12" MIN		YES	HIGH												
	RE	6	RHAPIS EXCELSA	LADY PALM	7 GAL. MIN.	AS SHOWN	FULL	FULL	NO	MODERATE												
	SS	32	SORGHASTRUM SECUNDUM	LOPSIDED INDIAN GRASS	3 GAL. MIN.	AS SHOWN	12" MIN		YES	HIGH												
	SN	10	STRELITZIA NICOLAI	GIANT BIRD OF PARADISE	7 GAL. MIN.	AS SHOWN	FULL	FULL IN POT	NO	MODERATE												
	TX	46	THAUMATOPHYLLUM XANADU	XANADU PHILODENDRON	3 GAL. MIN.	AS SHOWN	FULL	FULL IN POT	NO	MODERATE												
<b>HEDGE SHRUBS</b>																						
	AS	30	ACCA SELLOWIANA	PINEAPPLE GUAVA	7 GAL. MIN.	42" OC	30" MIN.		NO	HIGH												
	ID	144	ILEX CORNUTA 'DWARF BURFORD'	DWARF BURFORD HOLLY	7 GAL. MIN.	42" OC	30" MIN.		NO	HIGH												
	PM	34	PODOCARPUS MACROPHYLLUS	YEW PODOCARPUS	7 GAL. MIN.	30" OC	30" MIN.		NO	HIGH												

W FAIRBANKS AVE

WINTER PARK

DETAILED PLANT SCHEDULE



**CONTROLLER NOTE**  
 LOCATE CONTROLLER AT LOCATION SHOWN ON PLAN. VERIFY LOCATION IN FIELD WITH OWNER'S REPRESENTATIVE.  
 120 VAC POWER TO CONTROLLER LOCATION IS NOT WITHIN THE IRRIGATION CONTRACTOR'S SCOPE OF WORK, AND SHALL BE PROVIDED BY OTHERS. HOOK-UP OF CONTROLLER TO 120 VAC SHALL BE PERFORMED BY THE IRRIGATION CONTRACTOR. IRRIGATION CONTRACTOR SHALL COORDINATE LOCATION OF WIRE SLEEVE PENETRATIONS THROUGH BUILDING WITH OWNER AND GENERAL CONTRACTOR. STATION RUN ORDER SHALL MATCH PLANS.

**POINT OF CONNECTION**  
 SOURCE OF IRRIGATION SUPPLY VIA IRRIGATION WELL.

1\"/>

PERIMETER VEHICLE USE AREA LANDSCAPE WITH UNDERSTORY & STREET SHADE TREES

TEMPORARY IRRIGATION - SEE NOTE  
**PHASE 2 FUTURE OFFICE**  
 6,135 SF

HOLT AVENUE



**NOTE:**  
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON DESIGN DRAWINGS, RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE DESIGNER DOES NOT GUARANTEE THAT LOCATIONS SHOWN ARE EXACT. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. AS SUCH, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND UNCOVERING EXISTING UTILITIES IN THE VICINITY OF THE PROPOSED IMPROVEMENTS AND UTILITY CONNECTION POINTS PRIOR TO THE START OF CONSTRUCTION TO ASCERTAIN EXACT MATERIALS, LOCATIONS, ELEVATIONS, ETC. AND THEIR POTENTIAL CONFLICT WITH PROPOSED IMPROVEMENTS. GC SHALL CONSULT WITH CONSTRUCTION MANAGER AND ENGINEER AS APPROPRIATE BEFORE PROCEEDING WITH WORK.

**SEE SHEET LI-3 FOR IRRIGATION LEGEND**

**SLEEVING / WIRING NOTES:**

IN ADDITION TO PROVIDING SLEEVES FOR ALL PIPING UNDER ROADWAYS AND WALKWAYS, THE IRRIGATION CONTRACTOR SHALL PROVIDE AND INSTALL SCH. 40 PVC SLEEVES FOR ALL CONTROLLER WIRES OCCURRING UNDER ALL ROADWAYS AND WALKWAYS. SLEEVES FOR CONTROLLER WIRES SHALL BE 2\"/>

**COORDINATION WITH EXISTING TREES**

NO MACHINE TRENCHING SHALL BE PERMITTED WITHIN THE ROOT ZONE OF EXISTING TREES. HAND-DIG ONLY, WITHIN THE ROOT ZONES OF EXISTING TREES. NO ROOTS OVER 1\"/>

**TEMPORARY IRRIGATION**

THE CONTRACTOR SHALL COORDINATE WITH THE PLANTING PLAN AND PROVIDE TEMPORARY IRRIGATION FOR THE ESTABLISHMENT OF ALL PROPOSED PLANT MATERIALS LOCATED OUTSIDE THE LIMITS OF COVERAGE PROVIDED BY THE PERMANENT SYSTEM.

**IRRIGATION DISCLAIMER**

THIS DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, AND OTHER EQUIPMENT SHOWN WITHIN PAVED AREAS OR OUT OF PROPERTY BOUNDARIES ARE FOR DESIGN CLARIFICATION ONLY, AND SHALL BE INSTALLED IN PLANTING AREAS WITHIN THE PROPERTY LINES OR LIMITS INDICATED ON PLAN. THE IRRIGATION CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL ABOVE-GRADE IRRIGATION EQUIPMENT WITH THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION, OR IRRIGATION CONTRACTOR MAY BE REQUIRED TO MOVE SUCH ITEMS AT HIS OWN COST.

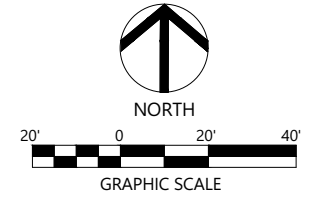
IRRIGATION CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL FINAL QUANTITIES PER DRAWINGS AND SPECIFICATIONS. ANY QUANTITIES PROVIDED ARE PROVIDED AS A CONVENIENCE TO THE CONTRACTOR ONLY AND SHALL NOT BE CONSIDERED ABSOLUTE.

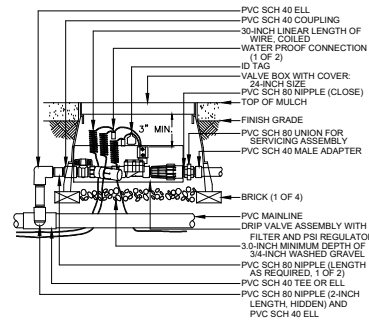
**AUTOMATIC DRAIN VALVES AND AIR RELIEF VALVES**

INSTALL AUTOMATIC DRAIN VALVES AT THE LOW POINTS OF EACH LATERAL LINE (MIN. 2\"/>

W FAIRBANKS AVE WINTER PARK

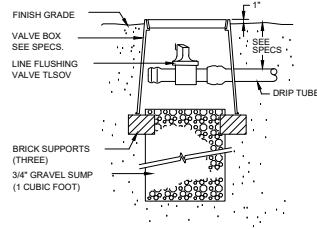
**IRRIGATION CONCEPT PLAN**





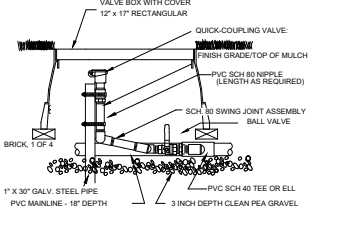
**CONTROL ZONE KIT**

N.T.S.



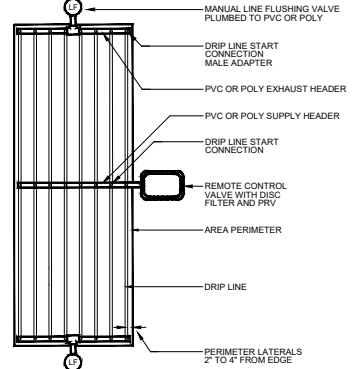
**MANUAL LINE FLUSH VALVE**

N.T.S.



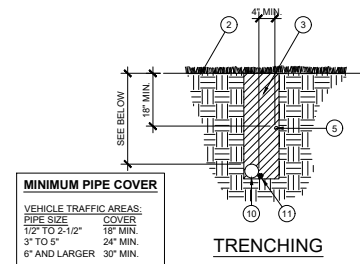
**QUICK COUPLER VALVE WITH PVC BALL VALVE**

N.T.S.



**DRIP CENTER FEED LAYOUT**

N.T.S.



**TRENCHING**

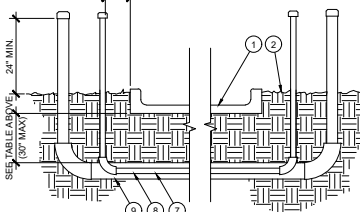
- 1 PAVEMENT SURFACE
- 2 FINISH GRADE
- 3 TRENCH BACKFILL
- 4 LOCATOR WIRE BURIED CAUTION TAPE
- 5 PVC IRRIGATION LATERAL
- 6 SAND BACKFILL
- 7 SCH. 40 PVC LATERAL SLEEVE - SEE PLANS FOR SIZE
- 8 SCH. 40 PVC SLEEVE FOR CONTROL WIRES, MIN. 2" DIA.
- 9 SCH. 40 PVC MAINLINE SLEEVE - SEE PLANS FOR SIZE
- 10 PVC IRRIGATION MAINLINE
- 11 CONTROL WIRES - TAPE TO MAINLINE AT 10' INTERVALS
- 12 PVC CAP, SOLVENT WELDED

**MINIMUM PIPE COVER**

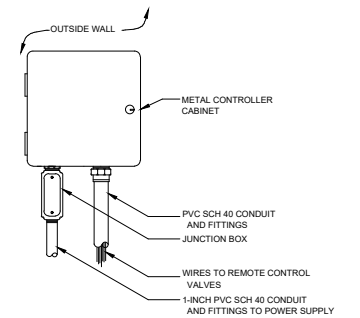
PIPE SIZE	COVER
1/2" TO 2-1/2"	18" MIN.
3" TO 5"	24" MIN.
6" AND LARGER	30" MIN.

**PEDESTRIAN TRAFFIC AREAS:**

PIPE SIZE	COVER
1/2" TO 1-1/2"	8" MIN.
2" TO 3"	12" MIN.
4" TO 6"	18" MIN.
6" AND LARGER	24" MIN.

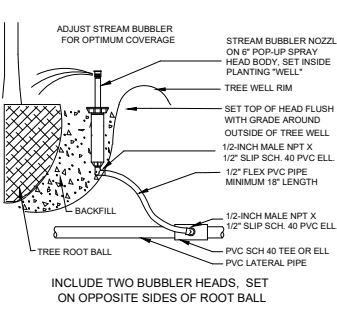


**SLEEVING**



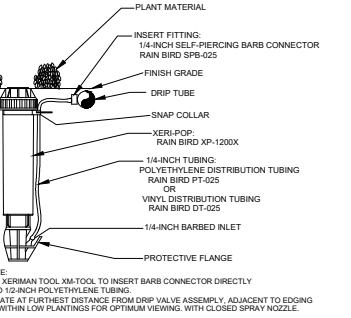
**WALL MOUNT CONTROLLER**

N.T.S.



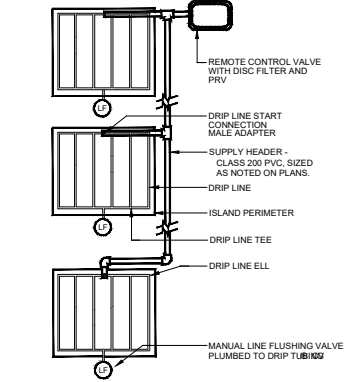
**TREE BUBBLER**

N.T.S.



**DRIP ZONE INDICATOR**

N.T.S.

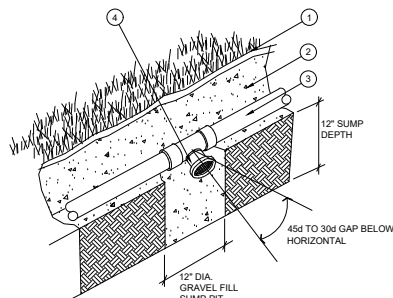


**DRIP ISLAND LAYOUT**

N.T.S.

**PIPE AND SLEEVE INSTALLATION**

N.T.S.

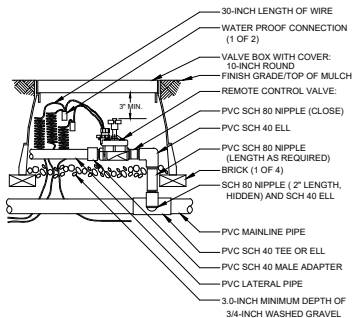
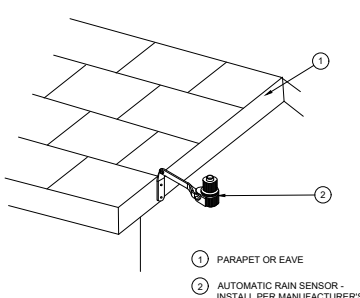


- 1 FINISH GRADE
- 2 PIPE TRENCH
- 3 LATERAL LINE PIPE
- 4 AUTOMATIC DRAIN VALVE

**AUTOMATIC DRAIN VALVE**

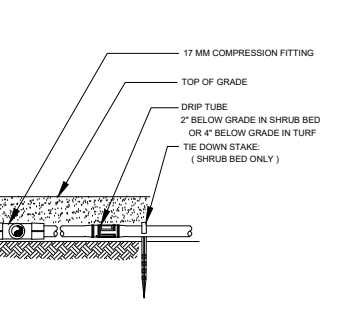
**RAIN SENSOR, ROOF MOUNT**

N.T.S.



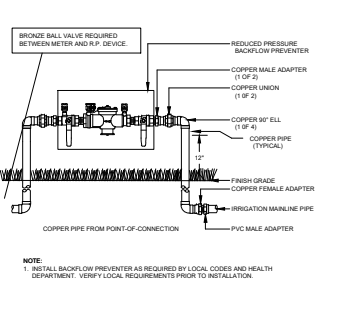
**REMOTE CONTROL VALVE**

N.T.S.



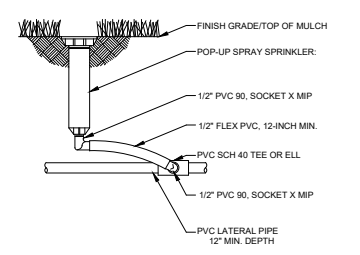
**DRIP TUBE**

N.T.S.



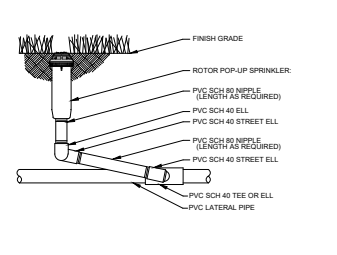
**RP DEVICE**

N.T.S.



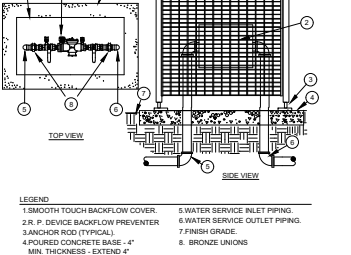
**POP-UP SPRAY HEAD**

N.T.S.



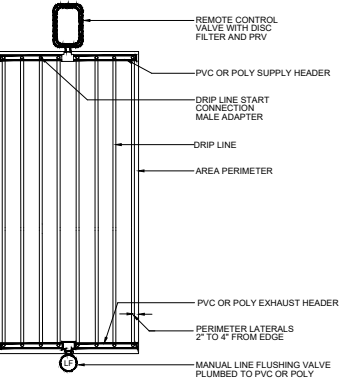
**ROTOR POP-UP SPRINKLER**

N.T.S.



**RP DEVICE WITH ENCLOSURE**

N.T.S.



**DRIP END FEED LAYOUT**

N.T.S.

# IRRIGATION SPECIFICATIONS

## GENERAL

- A. QUALIFICATIONS OF IRRIGATION CONTRACTOR**
- ALL WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE IRRIGATION CONTRACTING FIRM SPECIALIZING IN IRRIGATION SYSTEMS. SEE THE IRRIGATION PLAN FOR SPECIFIC EQUIPMENT AND SYSTEM LAYOUT.
  - THE IRRIGATION CONTRACTOR MUST HAVE ON ITS STAFF A LICENSED IRRIGATION INSTALLER, AS REGULATED BY THE APPROPRIATE LOCAL JURISDICTION. A LICENSED IRRIGATION INSTALLER SHALL BE PRESENT AT THE PROJECT SITE AT ALL TIMES AS WORK IS IN PROGRESS. THE OWNER MAY DEMAND THAT WORK STOP UNTIL THE CONTRACTOR PROVIDES FOR A LICENSED IRRIGATION INSTALLER TO BE PRESENT AT THE PROJECT SITE AND SUPERVISING ALL IRRIGATION WORK.
  - A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
- B. SCOPE OF WORK**
- WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES, FEES, AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK SPECIFIED HEREIN AND/OR SHOWN ON THE IRRIGATION PLANS, NOTES, AND DETAILS.
  - ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS. IN CASE OF CONFLICT BETWEEN THESE PLANS AND LOCAL AND/OR STATE CODES, CODES SHALL PREVAIL.
  - THE INTENT OF THE IRRIGATION SYSTEM IS TO PROVIDE 100% COVERAGE OF ALL LANDSCAPE AREAS. THE IRRIGATION PLAN IS GENERALLY DIAGRAMMATIC. COORDINATE IRRIGATION INSTALLATION WITH UTILITY INSTALLATIONS. ACTUAL LOCATION OF CONTROLLER, BACKFLOW DEVICE, PIPING, VALVES, SPRAY HEADS, DRIP IRRIGATION, AND RELATED EQUIPMENT MAY NEED TO BE ADJUSTED BASED ON ACTUAL SITE CONDITIONS.
  - FOR CLARITY PURPOSES, SOME IRRIGATION LINES AND EQUIPMENT ARE SHOWN IN HARDSCAPE AREAS WITHOUT ACCESS SLEEVES; THESE LINES SHALL BE INSTALLED IN A COMMON TRENCH OR CURB AT THE LANDSCAPE AREAS. MINOR FIELD ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER.

## PRODUCTS

- A. ALL MATERIALS SHALL BE NEW AND WITHOUT FLAWS OR DEFECTS OF ANY TYPE AND SHALL BE THE BEST OF THEIR CLASS AND KIND. ALL MATERIALS SHALL HAVE A MINIMUM GUARANTEE OF ONE YEAR AGAINST MATERIAL DEFECTS OR DEFECTIVE WORKMANSHIP. ALL MATERIALS SHALL BE OF THE BRANDS AND TYPES NOTED ON THE DRAWINGS OR AS SPECIFIED HEREIN, OR APPROVED EQUAL. THE CONTRACTOR MUST FIRST OBTAIN APPROVAL FROM THE IRRIGATION DESIGNER FOR AN APPROVED EQUAL BEFORE INSTALLING SUCH MATERIALS IN THE FIELD, OR THE CONTRACTOR MAY BE REQUIRED TO REPLACE SUCH MATERIALS AT HIS OWN COST.**
- B. BACKFLOW PREVENTION DEVICES SHALL BE OF THE SIZE AND TYPE INDICATED ON THE DRAWINGS. INSTALL BACKFLOW PREVENTION UNITS IN ACCORDANCE WITH IRRIGATION CONSTRUCTION DETAILS AND ALL APPLICABLE STATE AND LOCAL CODES AND ORDINANCES.**
- C. PIPING**
- PRESSURE SUPPLY LINES, DOWNSTREAM OF THE POINT-OF-CONNECTION:
    - SCHEDULE 40 PVC FOR ALL PIPE 1-1/2" OR LESS
    - CLASS 315 PVC FOR ALL PIPE 2" TO 2-1/2"
    - CLASS 200 PVC, GASKETED, FOR ALL PIPE 3" AND LARGER
  - SLEEVING AND NON-PRESSURE LATERAL LINES (DOWNSTREAM FROM VALVES): CLASS 200 PVC
  - FITTINGS: SCH. 40 PVC, EXCEPT AS NOTED OTHERWISE.
- D. VALVES AND DRIP VALVE ASSEMBLIES: TYPE AND SIZE AS NOTED ON PLANS. EACH VALVE SHALL BEAR A PRE-MANUFACTURED, NUMBERED WATERPROOF TAG BEARING A NUMBER CORRESPONDING TO ITS VALVE SEQUENCE OF OPERATION ON THE CONTROLLER. THE OPERATION SEQUENCE SHALL MATCH THAT AS SHOWN ON THE PLANS.**
- E. QUICK COUPLERS, BALL VALVES, AND GATE VALVES: TYPE AND SIZE PER PLANS.**
- F. VALVE BOXES: TYPE AND SIZE AS NOTED ON DETAILS. ALL VALVE BOXES SHALL BE LOCKING BOLT-DOWN TYPE, FURNISHED WITH LIDS AND BOLTS. BOXES SHALL BE OF A SIZE TO CONTAIN THE ENTIRE VALVE AND/OR VALVE ASSEMBLY. THE VALVE BOX LID SHALL HAVE THE VALVE STATION NUMBER HEAT-BRANDED INTO THE LID WITH 2" HIGH LETTERS.**
- G. FIXED SPRAY HEADS AND ROTORS: PLASTIC BODY POP-UP, WITH A REMOVABLE PLASTIC SPRAY NOZZLE. EXACT TYPE, MODEL, AND NOZZLE SHALL BE AS INDICATED ON PLANS.**
- H. INTEGRAL EMITTER DRIP TUBING: TUBING MODEL AND FLOW RATE AS NOTED ON PLANS, WITH INTEGRAL EMITTERS WELDED TO THE INSIDE WALL OF THE TUBING AS AN INTEGRAL PART OF THE TUBING ASSEMBLY.**
- I. AUTOMATIC CONTROLLER: TYPE AND MODEL PER PLANS. PROVIDE VANDAL-PROOF ENCLOSURE FOR ALL EXTERIOR INSTALLATIONS. PROVIDE LINE VOLTAGE DISCONNECT SWITCH WITH GROUND FAULT PROTECTION.**
- J. 24 VOLT WIRE WIRE SHALL BE A MINIMUM OF #14 GAUGE. IF APPROVED FOR DIRECT BURIAL, SINGLE CONDUCTOR IRRIGATION WIRE. EACH CONTROLLER SHALL HAVE A DIFFERENT COLOR STATION AND COMMON WIRE.**
- STATION WIRE- ANY COLOR EXCEPT WHITE OR BLUE
  - COMMON WIRE - WHITE
  - EXTRA COMMON WIRES - BLUE
- K. WIRE SPLICES SHALL BE ENCASED IN A WATERPROOF COMPOUND OR GEL. ALL FIELD SPLICES SHALL BE LOCATED IN A 6 INCH ROUND VALVE BOX.**
- L. RAIN SENSOR: TYPE AND MODEL PER PLANS.**

## METHODS

- A. THIS DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, AND OTHER EQUIPMENT SHOWN WITHIN PAVED AREAS OR OUT OF PROPERTY BOUNDARIES ARE FOR DESIGN CLARIFICATION ONLY, AND SHALL BE INSTALLED IN PLANTING AREAS WITHIN THE PROPERTY LINES OR LIMITS INDICATED ON PLAN. THE IRRIGATION CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL ABOVE-GRADE IRRIGATION EQUIPMENT WITH THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION, OR IRRIGATION CONTRACTOR MAY BE REQUIRED TO MOVE SUCH ITEMS AT HIS OWN COST. ENSURE FIELD COORDINATION IS MADE EARLY ON IN THE CONSTRUCTION PHASE SO PLACEMENT LOCATION IS CORRECT.**
- B. THE IRRIGATION CONTRACTOR SHALL MEET WITH THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK, AND SHALL OBTAIN ALL ENGINEERING, LANDSCAPE, AND OTHER APPLICABLE PLANS & DOCUMENTS. THE CONTRACTOR SHALL THOROUGHLY REVIEW THE PLANS AND REPORT ANY CONFLICTS OR DISCREPANCIES TO THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE IMMEDIATELY.**
- C. THE IRRIGATION CONTRACTOR SHALL NOT WILFULLY INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS, GRADES OR DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE IRRIGATION DESIGNER. IN THE EVENT THAT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS AND NECESSARY COSTS.**
- D. THE IRRIGATION CONTRACTOR SHALL PAY ANY AND ALL FEES AND PERMITS ASSOCIATED WITH THE INSTALLATION OF THE IRRIGATION SYSTEM.**
- E. AT LEAST SEVEN DAYS BEFORE BEGINNING WORK, CONFIRM THE STATIC WATER PRESSURE IS AT LEAST 65 PSI. IF STATIC WATER PRESSURE IS OUTSIDE OF THE STATED RANGE, DO NOT PROCEED WITHOUT FIRST NOTIFYING THE IRRIGATION DESIGNER AND OWNER IN WRITING, AND OBTAINING SUBSEQUENT DIRECTION FOR CORRECTIVE MEASURES. SHOULD THE IRRIGATION CONTRACTOR CHOOSE TO BEGIN THE INSTALLATION WITHOUT SUCH NOTIFICATION, THE IRRIGATION CONTRACTOR WILL ASSUME THE RESPONSIBILITY FOR ALL COSTS INCURRED TO ENSURE THE SYSTEM IS WORKING PROPERLY. NO CHANGE ORDERS WILL BE AUTHORIZED IN SUCH CIRCUMSTANCES.**
- F. THE IRRIGATION CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK. THE CONTRACTOR SHALL BE FAMILIAR WITH ALL GRADE DIFFERENCES, LOCATIONS OF WALLS, STRUCTURES AND UTILITIES.**
- G. COORDINATE WITH THE OWNER THE PROPOSED LOCATIONS OF THE AUTOMATIC CONTROLLER AND ANY REQUIRED SLEEVES THROUGH THE BUILDING FOR CONTROL WIRES.**
- H. TRENCHING NEAR EXISTING TREES:**
- CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1" FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5 ABOVE THE AVERAGE GRADE AT THE TRUNK).
  - ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
  - ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER, WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
  - ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.

## I. BACKFILL

- ALL BACKFILL MATERIAL SHALL BE SUBJECT TO APPROVAL BY THE OWNER. BACKFILL MATERIAL SHALL BE FREE FROM RUBBISH, ROCK LARGER THAN 1", LARGE STONES, BRUSH, SOIL, FROZEN MATERIAL OR OTHER UNSUITABLE SUBSTANCES THAT MAY DAMAGE PIPE DURING THE BACKFILLING OPERATIONS. SEPARATE OUT ROCKS LARGER THAN 1 INCH IN ANY DIRECTION FROM EXCAVATED MATERIAL, AND REMOVE FROM AREAS TO RECEIVE LANDSCAPING. COVER FOR BOTH TOP AND SIDES OF PIPE SHALL BE A MINIMUM OF 2 INCHES OF ROCK-FREE SOIL, SAND, OR OTHER APPROVED MATERIAL.
- IN THE EVENT THAT THE MATERIAL FROM TRENCHING IS FOUND TO BE UNSUITABLE FOR USE IN BACKFILL, IT SHALL BE REMOVED FROM THE SITE AND PROPERLY AND LEGALLY DISPOSED OF BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL THEN PURCHASE AND AND FURNISH SUITABLE BACKFILL MATERIAL CONSISTING OF EARTH, LOAM, SANDY CLAY, SAND OR OTHER APPROVED MATERIALS FREE OF DEBRIS.

- J. BACKFLOW PREVENTER INSTALLATION: CONTRACTOR SHALL MAKE CONNECTIONS TO EXISTING WATER SOURCES AT LOCATION SHOWN ON PLANS AND AS APPROVED BY THE OWNER, AND SHALL MAKE ANY MINOR CHANGES IN LOCATION AS MAY BE NECESSARY DUE TO ACTUAL SITE CONDITIONS. BACKFLOW PREVENTER HEIGHT SHALL BE AS PER LOCAL CODES AND IRRIGATION DETAILS. INSTALL A BRASS BALL VALVE IMMEDIATELY UPSTREAM OF THE BACKFLOW DEVICE TO SERVE AS AN ISOLATION VALVE. TO EVERY EXTENT POSSIBLE, INSTALL BACKFLOW PREVENTER ION A LOCATION SCREENED FROM PUBLIC VIEW (SUCH AS BEHIND A SHRUB ROW).**
- K. PIPING:**
- PIPE SIZE SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS. NO SUBSTITUTIONS OF SMALLER PIPE SIZES SHALL BE PERMITTED, BUT SUBSTITUTIONS FOR LARGER SIZES MAY BE APPROVED.
  - MAINLINE PIPE AND WIRES SHALL BE INSTALLED WITH A MINIMUM COVER OF 18 INCHES (24" FOR MAINLINE 3" AND 30" FOR MAINLINE 4" AND GREATER). LATERAL PIPE SHALL BE INSTALLED WITH A MINIMUM COVER OF 12 INCHES.
  - ASSEMBLE ALL THREADED FITTINGS WITH TEFLON TAPE, WHICH SHALL BE APPLIED TO MALE THREADS ONLY.
  - ALL SOLVENT-WELDED CONNECTIONS SHALL BE MADE WITH APPROVED SOLVENT-WELD PRIMER AND GLUE.
  - PIPE SHALL BE INSTALLED WITH A MINIMUM OF 4" HORIZONTAL CLEARANCE FROM ANY OTHER PIPE AND 2" VERTICAL CLEARANCE FROM ANY PIPES THAT CROSS OVER OR UNDER.

- L. VALVES SHALL BE INSTALLED PER MANUFACTURER'S DIRECTIONS AND THE IRRIGATION DETAILS.**
- VALVE BOXES SHALL BE INSTALLED FLUSH WITH THE GRADE, WITH CLEAN PEA GRAVEL LOCATED BELOW THE VALVE AS NOTED ON THE DETAILS. LOCATE BOXES WITHIN 12 TO 24" OF SIDEWALKS OR LANDSCAPE EDGES, WITH TOPS OF BOXES 1" ABOVE FINISH GRADE IN TURF, AND 3" ABOVE FINISH GRADE IN SHRUB AREAS (TO AVOID BEING COVERED BY MULCH).
  - EACH VALVE BOX COVER SHALL BE HEAT-BRANDED WITH THE CONTROLLER STATION NUMBER.
  - DO NOT INSTALL MORE THAN TWO VALVES IN A JUMBO BOX.

- M. DRIP IRRIGATION MATERIAL SHALL BE INSTALLED PER MANUFACTURER'S DIRECTIONS AND THE IRRIGATION DETAILS.**
- SUBSURFACE DRIP LINES SHALL BE BURIED NO MORE THAN 2" BELOW FINISH GRADE.
  - DRIP LINES MOUNTED ON GRADE SHALL BE LOCATED BEHIND FABRIC, AND SECURED IN PLACE WITH WIRE STAPLES AT A MAXIMUM OF 24"-36" ON CENTER.

- N. SPRAY, ROTOR, AND BUBBLER HEADS:**
- ALL SPRAY AND ROTOR HEAD LOCATIONS SHALL BE STAKED, FLAGGED AND/OR OTHERWISE CLEARLY MARKED ON THE GROUND PRIOR TO INSTALLATION. SPRINKLER HEAD STAKING SHALL BE INSPECTED AND APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE INSTALLATION.
  - ALL SPRAY HEADS SHALL BE CONNECTED WITH A 12 INCH MINIMUM LENGTH OF 1/2 INCH FLEX PVC. THE FLEX PVC SHALL BE SOLVENT WELDED TO SCHEDULE 40 PVC FITTINGS WITH WELD ON #78 SOLVENT AND #10 PRIMER. ALL ROTORS SHALL BE CONNECTED TO LATERAL LINES WITH PRE-MANUFACTURED SWING JOINTS.
  - ALL ROTOR, SPRAY AND BUBBLER HEADS SHALL BE SET PERPENDICULAR AND FLUSH TO FINISH GRADE AND WITH A CLEARANCE OF FOUR INCHES (MINIMUM) FROM THE EDGE OF ANY BUILDINGS, WALLS, BOULDERS, AND HARDSCAPE, WITH A CLEARANCE OF TWELVE INCHES (MINIMUM) FROM BUILDINGS, UNLESS OTHERWISE SPECIFIED.
  - ALL ROTOR, SPRAY AND BUBBLER HEADS AND VALVES SHALL BE FLUSHED AND ADJUSTED FOR OPTIMUM COVERAGE WITH MINIMUM OVERSPRAY ON WALKS, STREETS, WALLS, ETC.
  - LATERAL PIPE TO TREE STREAM BUBBLER HEADS IS OMITTED FOR GRAPHIC CLARITY. CONNECT TREE BUBBLER HEADS TO VALVES AS SHOWN WITH CLASS 200 PVC PIPE SIZED TO ALLOW A MAXIMUM FLOW VELOCITY OF 5 FEET PER SECOND.

- O. AUTOMATIC CONTROLLER:**
- INSTALL THE CONTROLLER AT THE LOCATION INDICATED BY THE OWNER. INSTALL CONTROLLER WITH A BACKUP BATTERY AS RECOMMENDED BY THE MANUFACTURER.
  - THE IRRIGATION CONTRACTOR SHALL COORDINATE 120 V A.C. ELECTRICAL POWER TO CONTROLLER AND DEDICATE ONE (1) 20-AMP BREAKER FOR EACH CONTROLLER. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO MAKE THE FINAL HOOK-UP FROM THE ELECTRICAL SOURCE TO THE CONTROLLER UNIT ONLY.
  - ALL VALVE CONTROL WIRE SHALL BE AWG 14 TYPE UF, 600 VOLT TEST, DIRECT BURIAL. NO SPLICES SHALL BE ALLOWED EXCEPT AT VALVES AND CONTROLLER. WHERE SPLICES MAY BE NECESSARY DUE TO EXCESSIVELY LONG WIRE RUNS, THE CONTRACTOR SHALL MAKE ALL SPLICES IN 6" ROUND VALVE BOXES WITH 3MS "DBY-DIRECT BURIAL SPLICE KIT". THE CONTRACTOR SHALL LABEL ALL WIRES WITH WATERPROOF TAGS AND MARKERS AT ALL SPLICES AND VALVE MANIFOLDS, AND SHALL LEAVE A 24" COIL OF EXCESS WIRE AT EACH CONNECTION.
  - PROVIDE #10 COMMON WIRE, DIRECT BURIAL, TO ALL REMOTE CONTROL VALVES.
  - CONNECT ALL DIRECT BURIAL WIRES TO VALVES USING 3MS "DBY-DIRECT BURIAL SPLICE KIT" (UNLESS OTHERWISE SPECIFIED).
  - PROVIDE THREE ADDITIONAL IRRIGATION CONTROL WIRES ALONG EACH BRANCH OF MAINLINE FOR FUTURE EXPANSION. STUB ADDITIONAL CONTROL WIRES INTO BACK OF IRRIGATION CONTROLLERS.
  - THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ALL CONTROL WIRE SLEEVES AND PIPE SLEEVES UNDER PAVED AREAS PRIOR TO PAVING - SEE SLEEVING NOTES.

- P. INSTALL THE RAIN SENSOR IN THE VICINITY OF THE CONTROLLER, AND COORDINATE LOCATION WITH THE OWNER. PROVIDE MINIMUM 5' CLEARANCE FROM OTHER OUTDOOR EQUIPMENT, FREE AND CLEAR OF ANY TREE CANOPY OR OTHER OVERHEAD OBSTRUCTIONS, AND ABOVE THE HEIGHT OF THE SPRINKLER COVERAGE. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO ENSURE THE RAIN SENSOR IS PLACED IN A LOCATION WHERE IT CAN RECEIVE ADEQUATE RAINFALL WITHOUT OBSTRUCTIONS. IF IT IS PLACED IN AN INADEQUATE LOCATION, THE IRRIGATION CONTRACTOR MAY BE REQUIRED TO RELOCATE IT AT NO ADDITIONAL COST TO THE OWNER.**
- Q. ALL IRRIGATION EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.**
- R. QUALITY CONTROL:**
- PERFORM COVERAGE TESTS AFTER IRRIGATION SYSTEM IS COMPLETED, BUT PRIOR TO ANY PLANTING AND PERFORM TESTING IN THE PRESENCE OF THE IRRIGATION DESIGNER AND THE CONSTRUCTION MANAGER.
  - TEST SYSTEM TO ASSURE THAT ALL LAWN AND PLANTING AREAS ARE WATERED COMPLETELY AND UNIFORMLY.
  - MAKE ALL NECESSARY ADJUSTMENTS TO PROVIDE COMPLETE COVERAGE, INCLUDING REALIGNMENT OF HEADS AND REPLACEMENT OF NOZZLES.

- T. CLEAN UP**
- DURING IRRIGATION EXCAVATION AND INSTALLATION, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
  - DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.

- U. INSPECTION AND ACCEPTANCE**
- UPON COMPLETION OF THE WORK, THE IRRIGATION CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND SUITABLE FOR USE AS INTENDED. THE IRRIGATION CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
  - WHEN THE INSPECTED WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPAIR AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
  - THE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.

- V. CONTROLLER CHART: THE IRRIGATION CONTRACTOR SHALL PROVIDE A 11" X 17" COLOR-CODED, LAMINATED COPY OF THE IRRIGATION IN THE FIELD AND PLACE IT IN THE CONTROLLER'S COVER. THE CONTROLLER CHART SHALL CLEARLY DELINEATE THE AREAS COVERED BY EACH VALVE, USING A SEPARATE COLOR FOR EACH ZONE.**
- TURN THE FOLLOWING ITEMS IN TO THE OWNER UPON COMPLETION OF THE INSTALLATION:**
- QUICK COUPLER KEYS (2)
  - CONTROLLER MANUAL (1)
  - CONTROLLER KEYS (2)
  - A MINIMUM OF (2) COPIES OF RECORD DRAWINGS. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.

- W. REFER TO THE PLANTING SPECIFICATIONS FOR ADDITIONAL CONDITIONS OF FINAL ACCEPTANCE AND START OF THE MAINTENANCE PERIOD.**

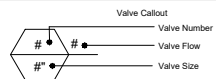
- WARRANTY**
- THE IRRIGATION SYSTEM SUPPLIED AND INSTALLED SHALL BE WARRANTED (LABOR AND MATERIALS) TO REMAIN OPERATIONAL FOR A PERIOD OF 12 MONTHS AFTER THE DATE OF FINAL ACCEPTANCE. DURING THIS PERIOD, THE CONTRACTOR SHALL ALSO REPAIR ANY SETTLEMENT OF THE IRRIGATION TRENCHES.
  - BY THE END OF THE WARRANTY PERIOD, ANY IRRIGATION PART THAT IS EITHER NON-OPERATIONAL OR THAT IS OPERATING BELOW STANDARDS AS DETERMINED BY THE OWNER, SHALL BE REMOVED FROM THE SITE AND SHALL BE REPLACED. REPLACEMENTS SHALL BE OF THE SAME KIND AS SPECIFIED IN THE IRRIGATION LEGEND, AND SHALL BE INSTALLED AS ORIGINALLY SPECIFIED.
  - IRRIGATION PARTS DAMAGED OR IMPAIRED DUE TO ACTS OF GOD, VANDALISM, AND/OR THE OWNER'S IMPROPER MAINTENANCE SHALL NOT BE COVERED BY THIS WARRANTY.
- X. SHOULD THE PERMITTING JURISDICTION REQUIRE AN IRRIGATION AUDIT, THE IRRIGATION CONTRACTOR SHALL RETAIN THE SERVICES OF A THIRD-PARTY CERTIFIED LANDSCAPE IRRIGATION AUDITOR, AT NO ADDITIONAL COST TO THE OWNER.**

# PROPOSED IRRIGATION LEGEND

SYMBOL	MANUFACTURER/MODEL
	RAIN BIRD R-VAN-STRIP 1806-SAM-P45, TURF ROTARY, 5'X15' (LCS AND RCS), 5'X30' (SST) HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.
	RAIN BIRD R-VAN14 1806-SAM-P45, TURF ROTARY, 8'-14' 45"-270" AND 360" HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.
	RAIN BIRD R-VAN18 1806-SAM-P45, TURF ROTARY, 13'-18' 45"-270" AND 360" HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.
	RAIN BIRD R-VAN24 1806-SAM-P45, TURF ROTARY, 17'-24' 45"-270" AND 360" HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.
	RAINBIRD 1806-SAM-PRS SERIES POP UP SPRAY HEADS WITH ADAPTER AND RAINBIRD #1402 SERIES BUBBLER NOZZLES. (TWO PER TREE) SEE INSTALLATION NOTE #N-5 REGARDING TREE BUBBLER LATERAL PIPE
	RAINBIRD 5004PCSAMR, ADJUSTABLE ARC 4" POP UP ROTARY HEAD, PART CIRCLE, #2.5 NOZZLE UNLESS NOTED OTHERWISE
	RAINBIRD XCZ-100-PRB-COM / 150-PRB-COM SERIES AUTOMATIC DRIP VALVE ASSEMBLY WITH 40 PSI PRESSURE REGULATOR XCZ-100-PRB-COM - 1" BALL VALVE WITH 1" PESB VALVE AND 1" PRESSURE REGULATING 40PSI QUICK-CHECK BASKET FILTER. 0.3GPM TO 20GPM.
	RAINBIRD PEB SERIES ELECTRIC REMOTE CONTROL, "TREE BUBBLER ZONE" VALVE SEE INSTALLATION NOTE #N-5 REGARDING TREE BUBBLER LATERAL PIPE RAINBIRD PEB SERIES 1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION.
	TEMPORARY IRRIGATION
	AREA TO RECEIVE DRIPLINE RAINBIRD XFS-CV-06-12 SERIES DRIP TUBE IN SHRUB BED INSTALLED AT 2" DEPTH
	AREA TO RECEIVE DRIPLINE RAINBIRD XFS-CV-06-12 SERIES DRIP TUBE IN NARROW TURF AREAS INSTALLED AT 4" DEPTH
	PIPE TRANSITION POINT ABOVE GRADE PIPE TRANSITION POINT FROM PVC LATERAL TO DRIP TUBING WITH RISER TO ABOVE GRADE INSTALLATION.
	ZURN / WILKINS 375XLB SERIES REDUCED PRESSURE TYPE BACKFLOW PREVENTOR INSTALLED PER CITY CODE WITH SAME SIZE BRONZE BALL VALVE INSTALLED ON THE UP-STREAM SIDE. MOUNTED IN STRONGBOX SMOOTH TOUCH ENCLOSURE.
	LASCO 1/2" SERIES SCH. 80 PVC TRUE UNION BALL VALVE, MAINLINE SIZE
	IRRIGATION WELL (BY OTHERS)
	RAINBIRD 33-DN QUICK COUPLING VALVE WITH LOCKING PURPLE COVER AND 3/4" PVC BALL VALVE
	RAINBIRD ESP12XMEF2P SERIES AUTOMATIC WALL MOUNT CONTROLLER WITH TWO ESPLXMSM12 STATION MODULES
	RAINBIRD WR2-RFC RAIN / FREEZE SENSOR - CONFIRM SENSOR LOCATION WITH OWNERS REPRESENTATIVE
	1" MASTER VALVE MODEL # 100-EFB-CP WITH RAINBIRD FLOW SENSOR MODEL #FS100P SERIES

- IRRIGATION LATERAL LINE: CLASS 200 PVC
- IRRIGATION MAINLINE: SCHEDULE 40 PVC
- IRRIGATION SLEEVES, SCH. 40 PVC, MIN. TWICE SIZE OF PIPE TO BE INSERTED

## VALVE KEY



## IRRIGATION NOTE:

- I.L.I.C. SHALL SELECT R-VAN SPRAY NOZZLES FOR "HEAD-TO-HEAD" COVERAGE, ADJUSTED FOR NO OVERSPRAY ONTO WALLS AND WALKS. NO OVERSPRAY INTO STREETS IS PERMITTED.
- ALL PIPE TO BE SIZED SUCH THAT FLOWS WILL NOT EXCEED VELOCITY OF 5 FPS

## WATER CONSERVATION

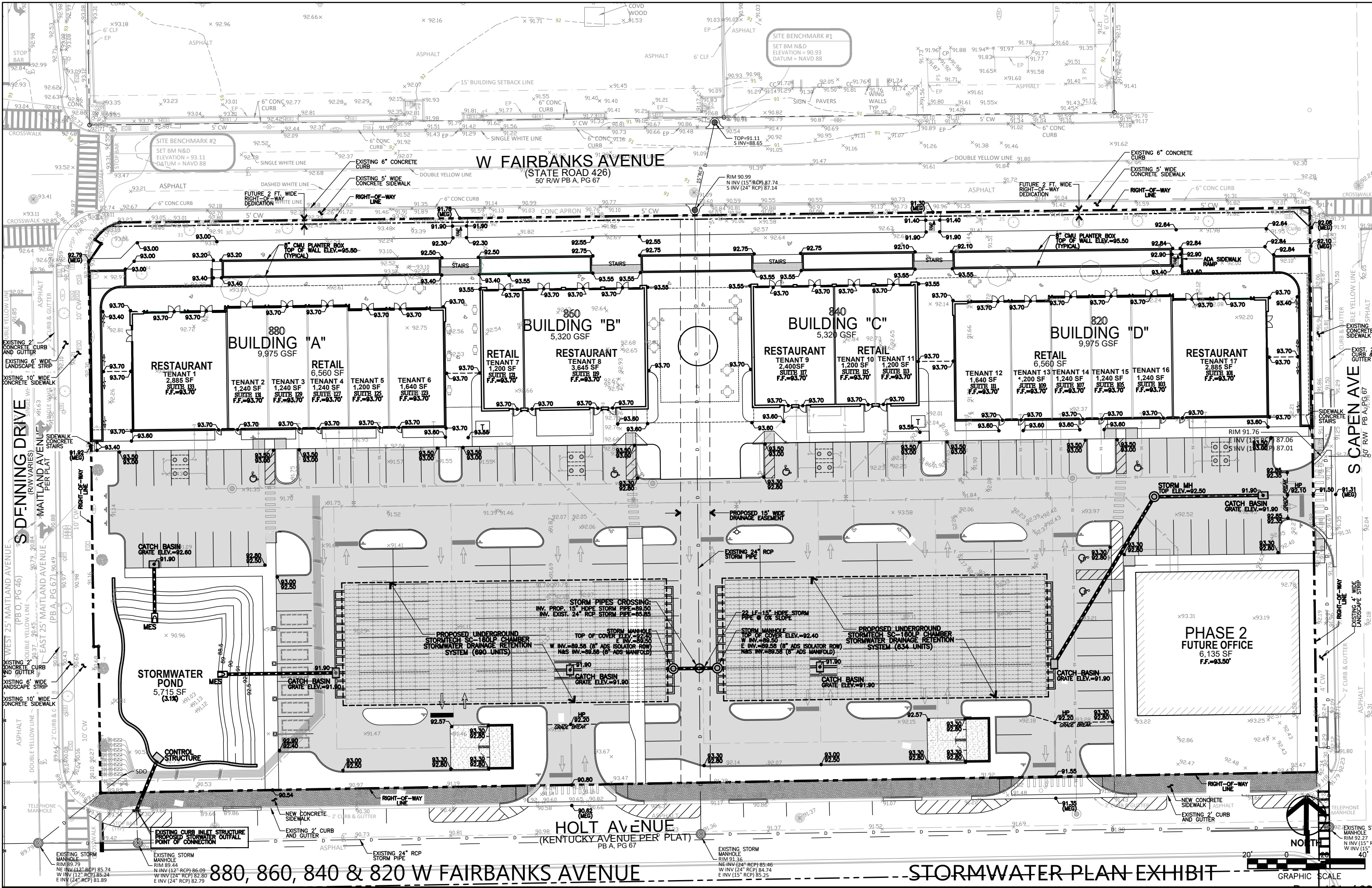
IRRIGATION WATER CONSERVATION SHALL BE ACCOMPLISHED THROUGH THE FOLLOWING EFFORTS:

- SEPARATE TURF / SHRUB ZONES FOR SCHEDULING ADJUSTMENT
- NO OVERSPRAY ONTO PAVEMENT PERMITTED
- USE OF RAIN SENSOR SHUT OFF OVER-RIDE DEVICE

## LATERAL PIPE SIZE CHART

LATERAL PIPE SHALL BE SIZED TO ALLOW A MAXIMUM FLOW VELOCITY OF FIVE FEET PER SECOND ACCORDING TO THE FOLLOWING CHART:

FLOW IN GPM UP TO 5 GPM	LATERAL PIPE SIZE
6 - 10 GPM	3/4" CLASS 200
11 - 15 GPM	1" CLASS 200
16 - 28 GPM	1 1/4" CLASS 200
29 - 35 GPM	1 1/2" CLASS 200
36 - 54 GPM	2" CLASS 200
55 - 81 GPM	2 1/2" CLASS 200
82 - 120 GPM	3" CLASS 200

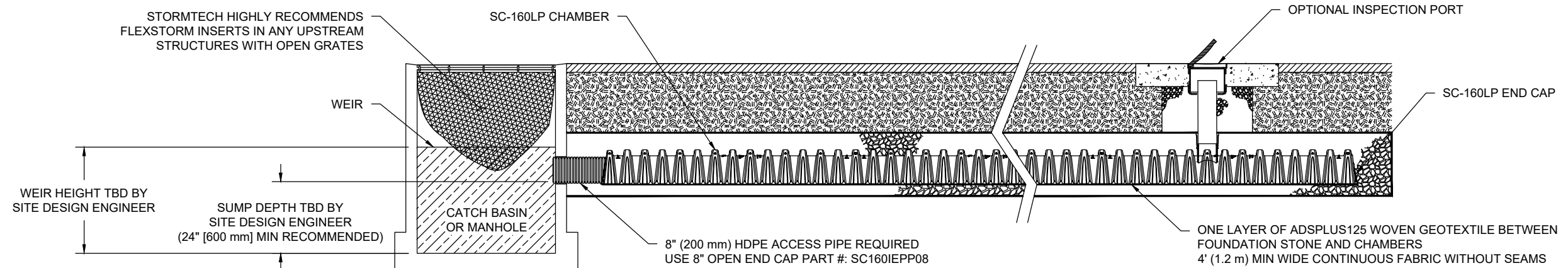
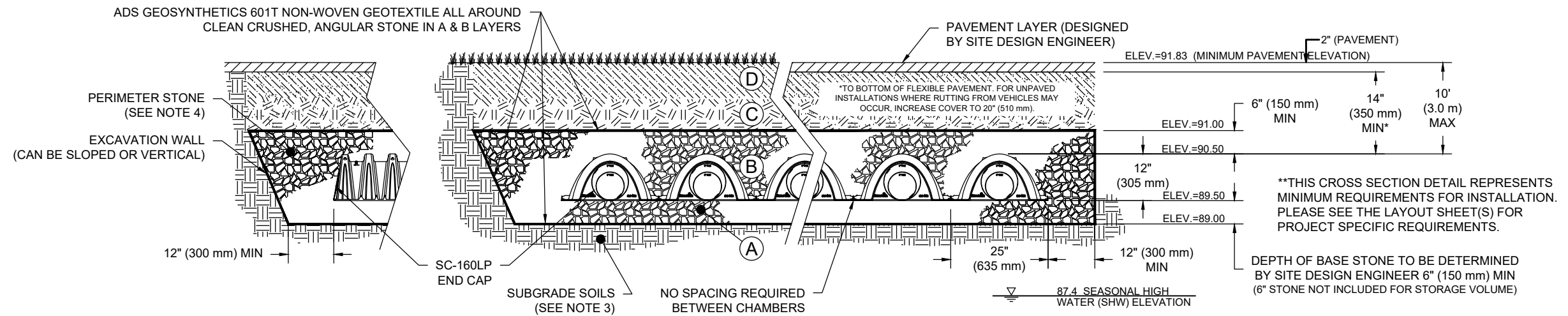


880, 860, 840 & 820 W FAIRBANKS AVENUE

STORMWATER PLAN EXHIBIT



GRAPHIC SCALE

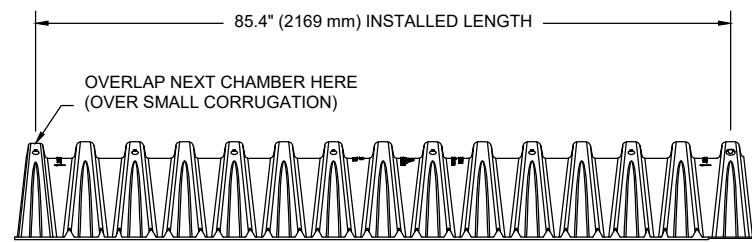
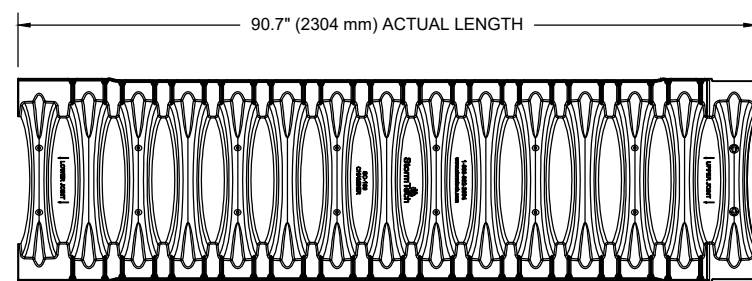


**SC-160LP ISOLATOR ROW PLUS DETAIL**

NTS

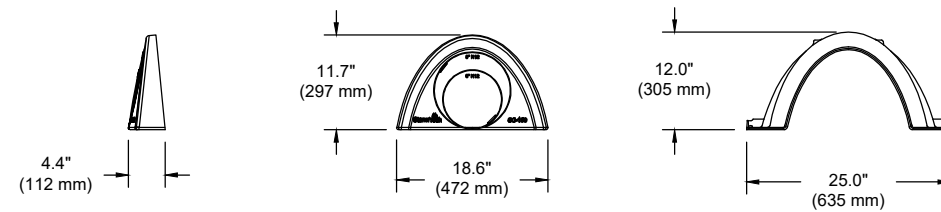
**SC-160LP TECHNICAL SPECIFICATION**

NTS



← BUILD ROW IN THIS DIRECTION

START END



**NOMINAL CHAMBER SPECIFICATIONS**

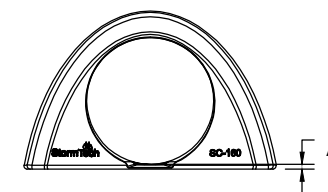
SIZE (W X H X INSTALLED LENGTH)	25.0" X 12.0" X 85.4"	(635 mm X 305 mm X 2169 mm)
CHAMBER STORAGE	6.85 CUBIC FEET	(0.19 m <sup>3</sup> )
MINIMUM INSTALLED STORAGE*	16.0 CUBIC FEET	(0.45 m <sup>3</sup> )
WEIGHT	24.0 lbs.	(10.9 kg)

\*ASSUMES 6" (152 mm) ABOVE, 6" (152 mm) BELOW, AND STONE BETWEEN CHAMBERS WITH 40% STONE POROSITY.

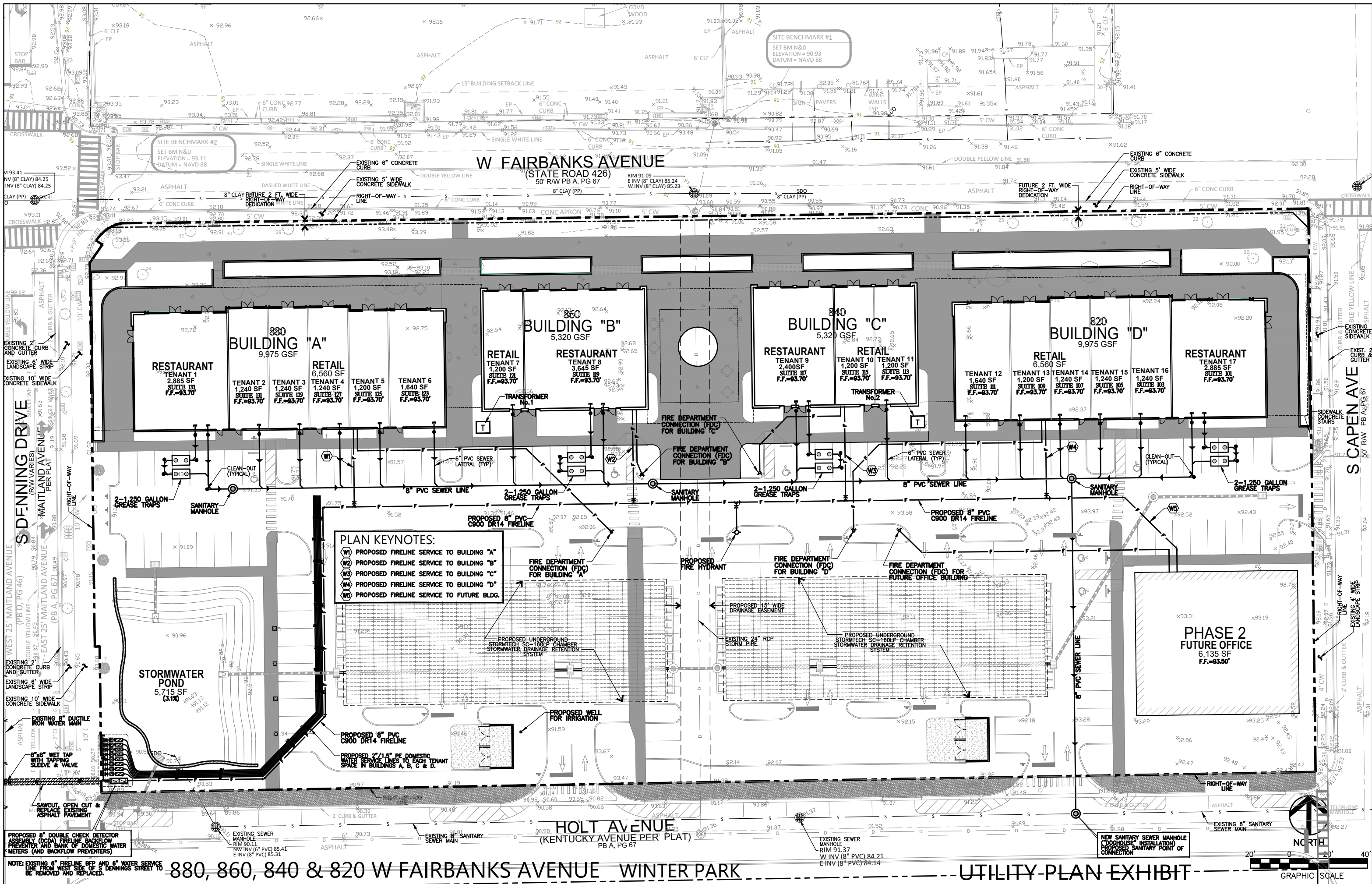
PART #	STUB	A
SC160EPP	6" (150 mm)	0.66" (16 mm)
SC160EPP08	8" (200 mm)	0.80" (20 mm)
	8" (200 mm)	0.96" (24 mm)

ALL STUBS ARE PLACED AT BOTTOM OF END CAP SUCH THAT THE OUTSIDE DIAMETER OF THE STUB IS FLUSH WITH THE BOTTOM OF THE END CAP. FOR ADDITIONAL INFORMATION CONTACT STORMTECH AT 1-888-892-2694.

NOTE: ALL DIMENSIONS ARE NOMINAL

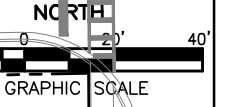


**SC-160LP STORMTECH CHAMBER DETAILS**



880, 860, 840 & 820 W FAIRBANKS AVENUE WINTER PARK

UTILITY PLAN EXHIBIT



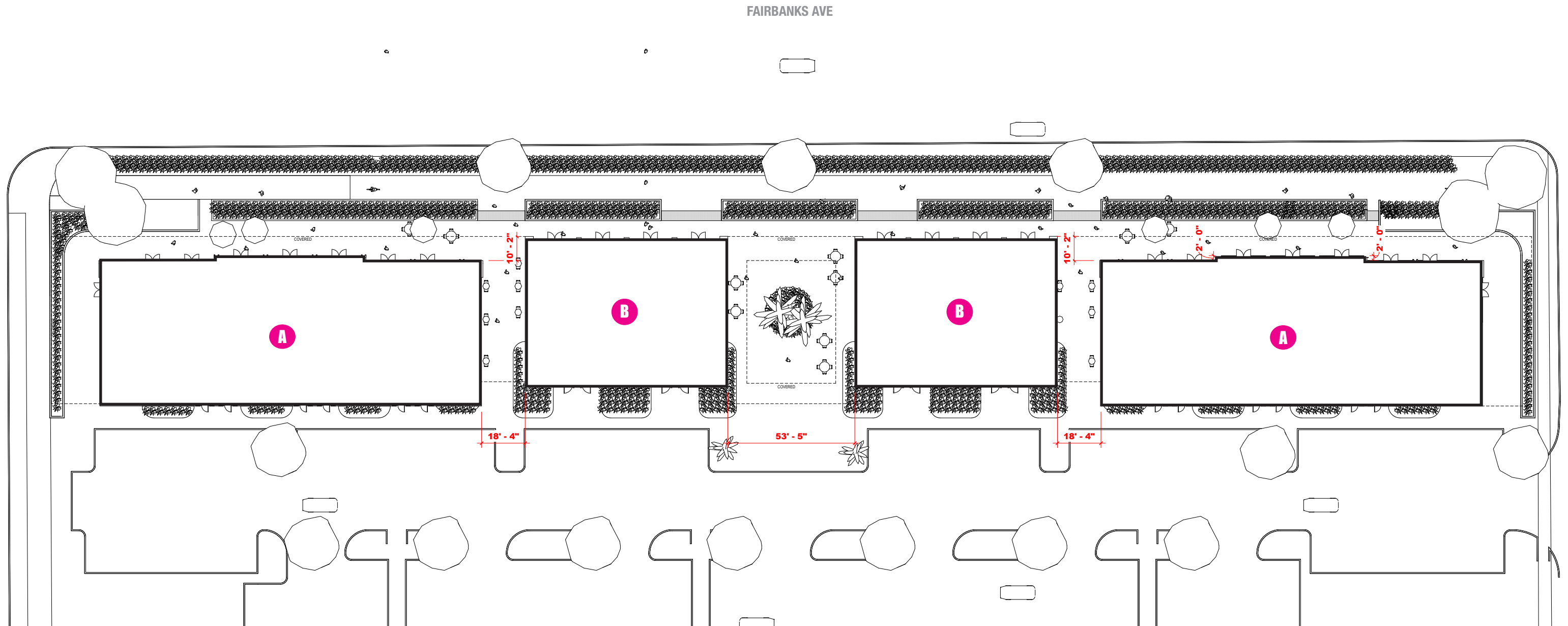
**FAIRBANKS AND DENNING - SOUTH PARCEL**

Conceptual Architectural Design - Planning and Zoning Submission

04.30.2026

# FBS - SOUTH

## Building Types Summary



### Summary

#### Building Type A

- 9,975 GSF
- 9,445 Leasable SF (Preliminary)
- 2,150 sf Covered Patio

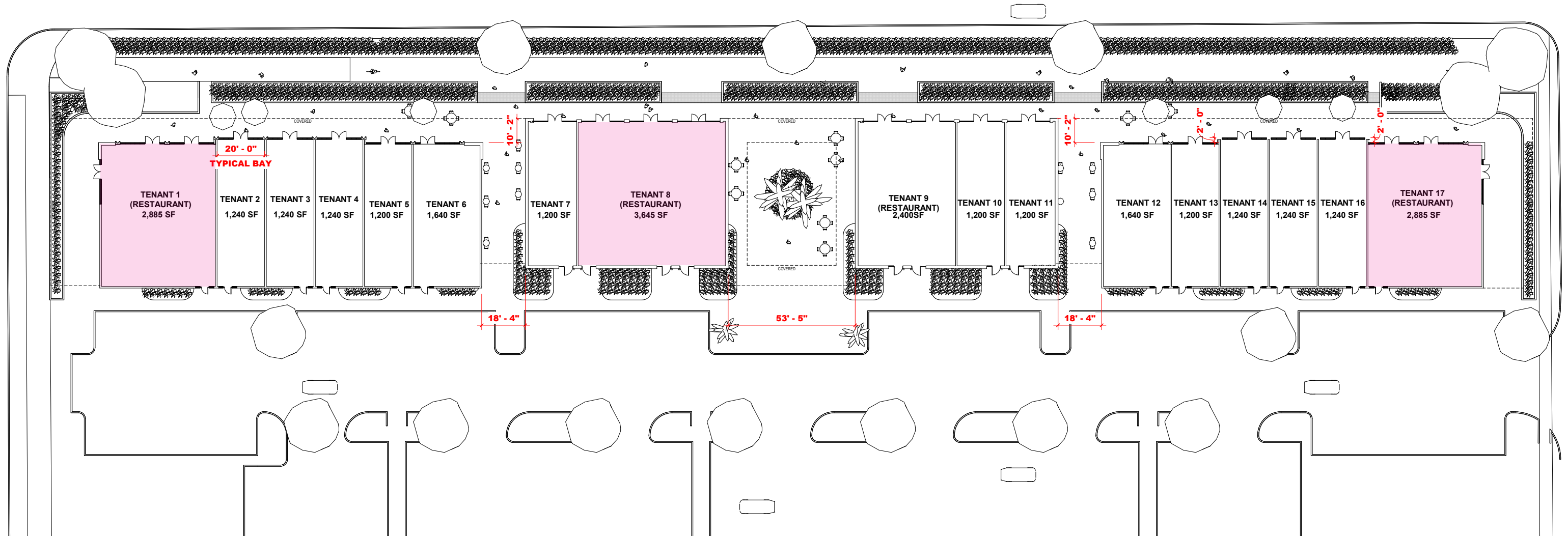
#### Building Type B

- 5,320 GSF
- 4,845 Leasable SF (Preliminary)
- Adjacent to Plaza

# FBS - SOUTH

## Tenant Plan

FAIRBANKS AVE

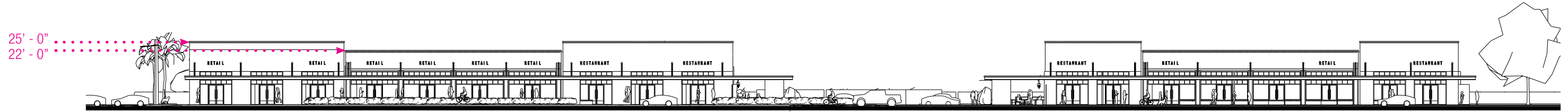


### Summary

- Food and Beverage
- Retail

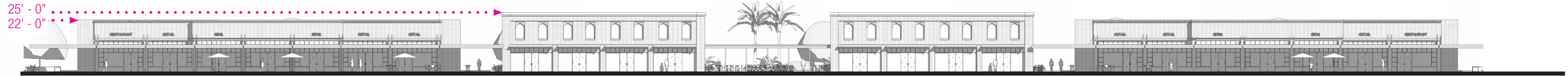
# FBS - SOUTH

## Fairbanks Elevation - North and South Development Comparison



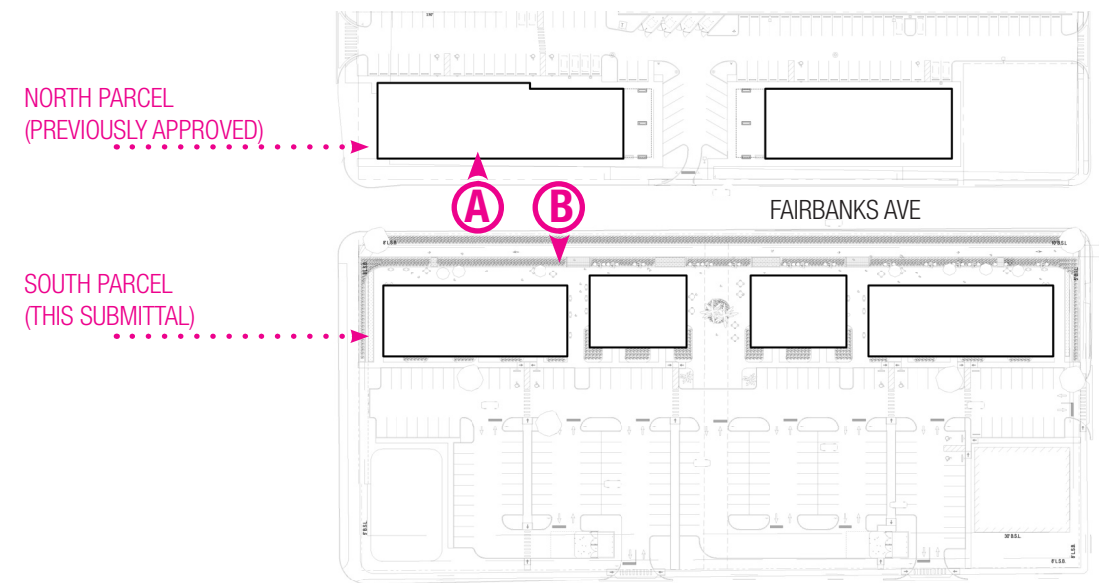
### **(A)** Fairbanks Elevation - North Parcel (Previously Approved)

High Portion Elevation - 25' - 0"  
Low Portion Elevation - 22' - 0"



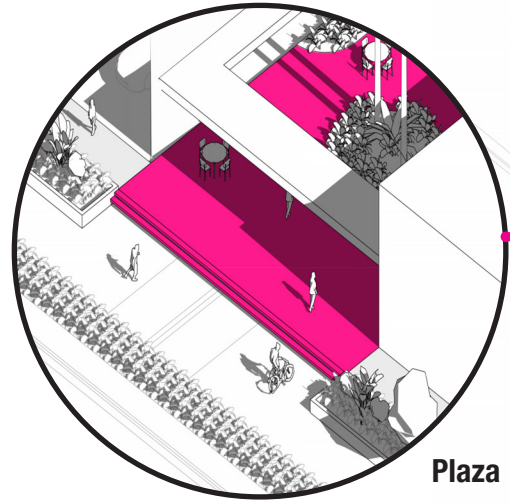
### **(B)** Fairbanks Elevation - South Parcel (This Submittal)

High Building Elevation - 25' - 0"  
Low Building Elevation - 22' - 0"

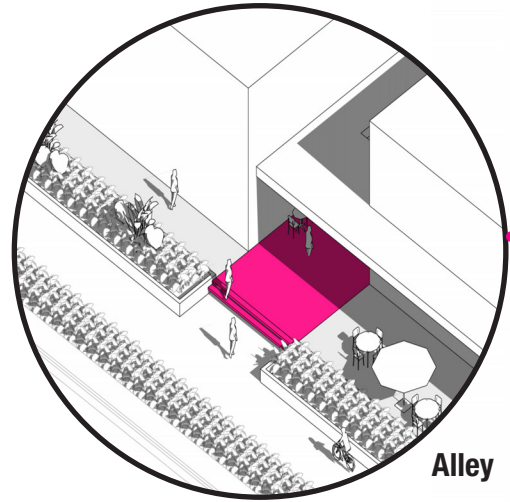


# FBS - SOUTH

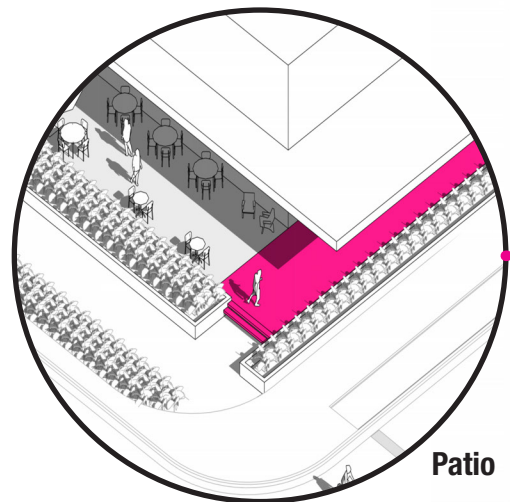
Site Axonometric - Plaza, Alley, and Patio



Plaza

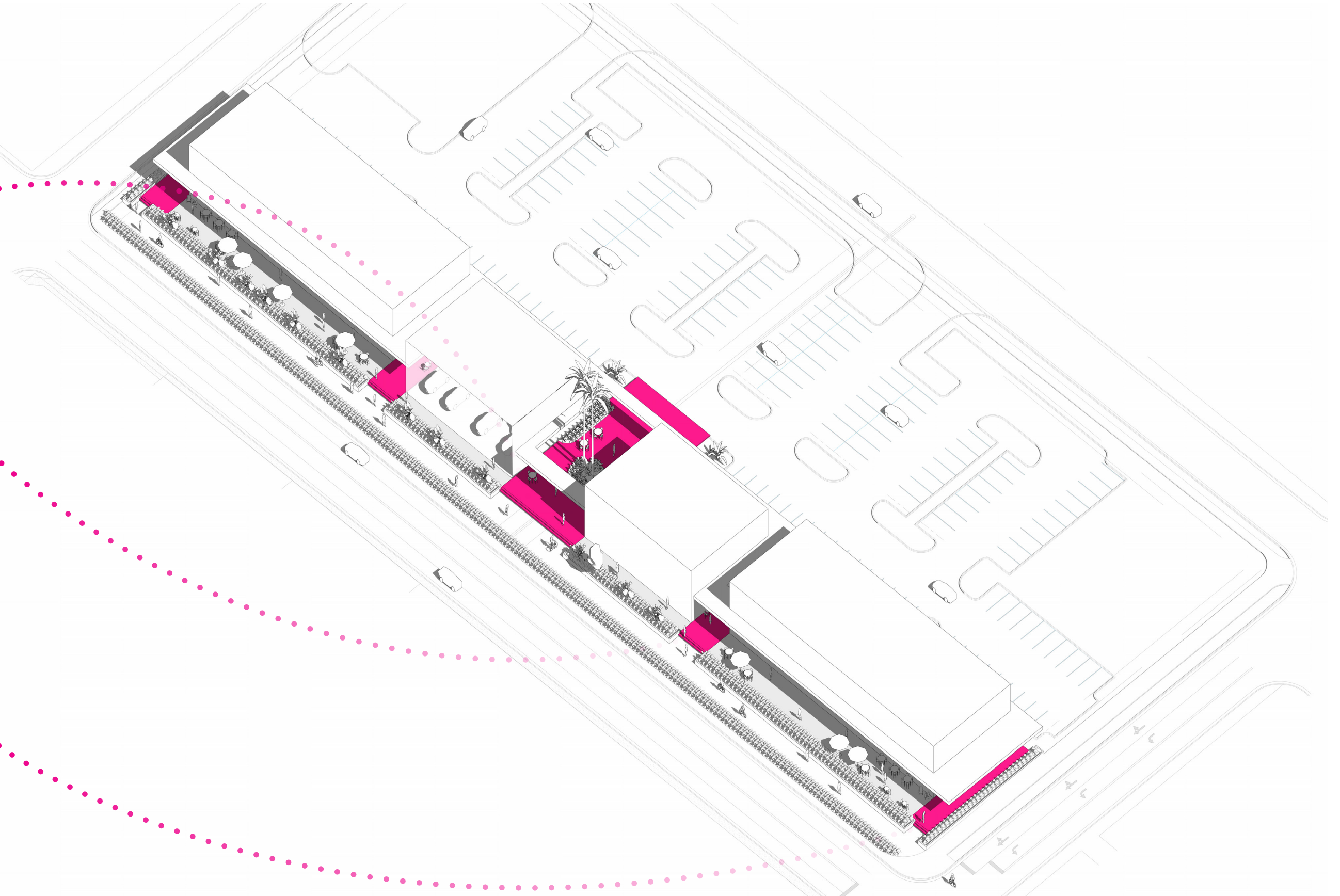


Alley



Patio

dap





**Scale + Materiality**



**TEXTURED STUCCO**



**BRICK ARTICULATION**



**FABRIC CANOPIES**



**FRAMED CANOPY**

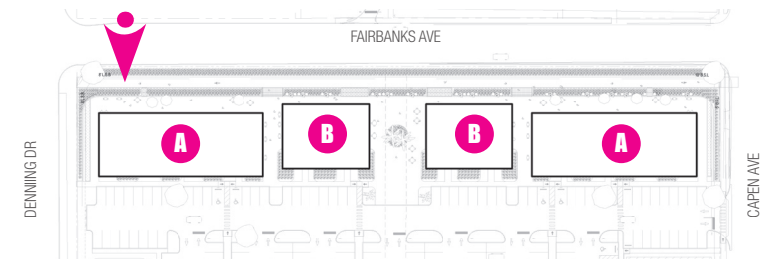


**ANNODIZED ALUMINUM BRONZE  
STOREFRONT SYSTEM**

**dap**

# FBS - SOUTH

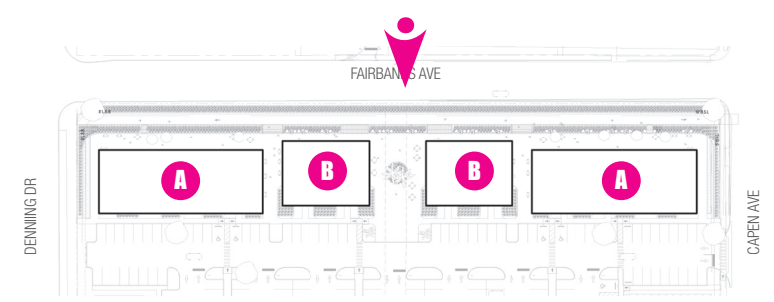
Rendering - Fairbanks and Denning



dap

# FBS - SOUTH

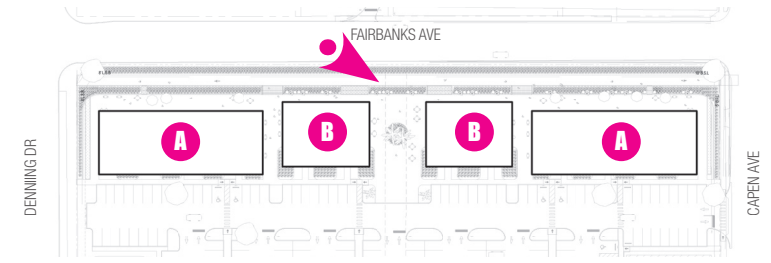
Rendering - View of Plaza From North Parcel



dap

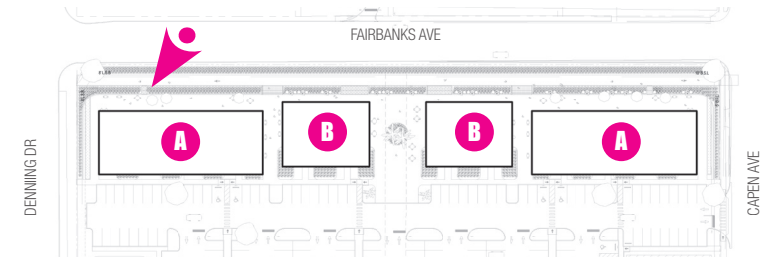
# FBS - SOUTH

Rendering - View of Plaza and Audi Showroom



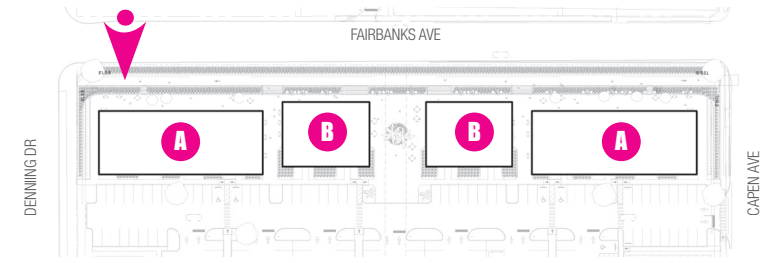
# FBS - SOUTH

Rendering - Covered Patio and Landscape Buffer



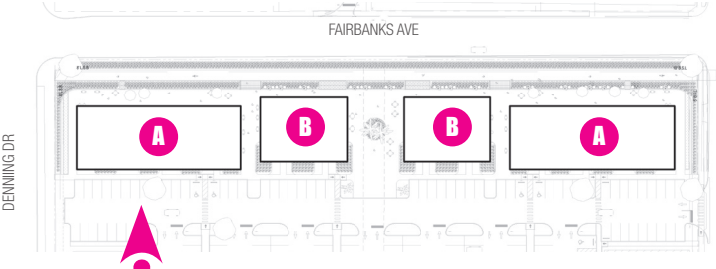
# FBS - SOUTH

Fairbanks Elevation - Building Type A



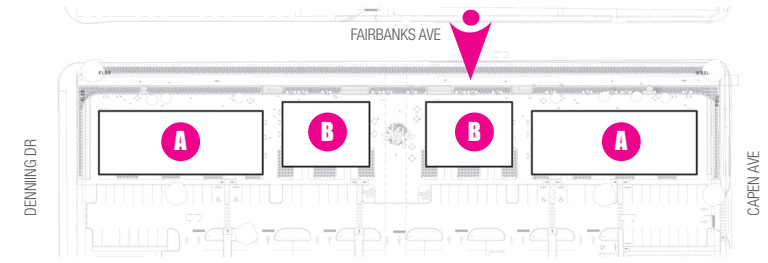
# FBS - SOUTH

Parking Area Elevation - Building Type A



# FBS - SOUTH

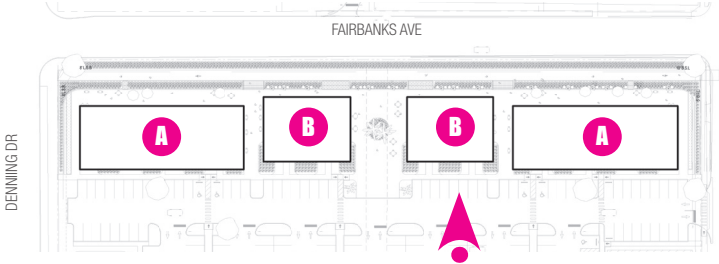
Fairbanks Elevation - Building Type B



dap

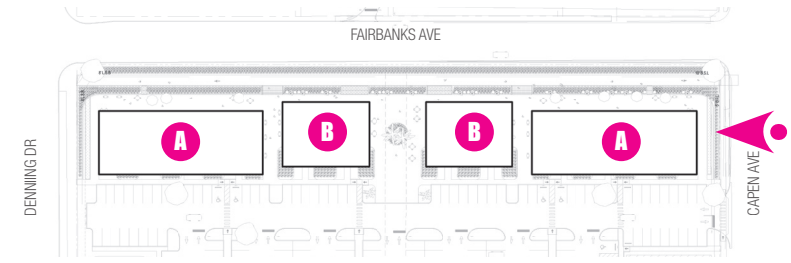
# FBS - SOUTH

Parking Area Elevation - Building Type B



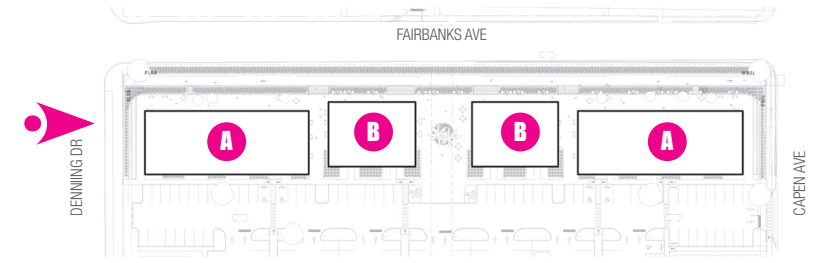
# FBS - SOUTH

Capen Ave Elevation - Building Type A



# FBS - SOUTH

Denning Dr. Elevation - Building Type A



**ELEVATIONS**  
MATERIALITY





TEXTURED STUCCO



BRICK ARTICULATION



FABRIC CANOPIES



FRAMED CANOPY



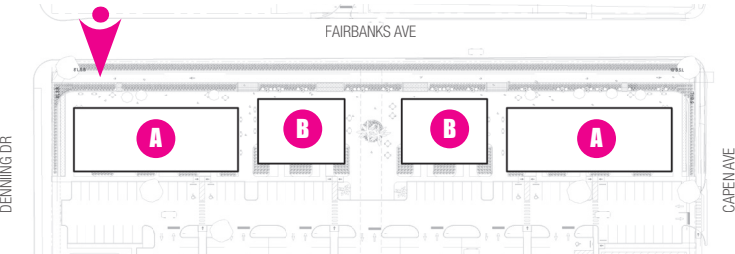
ANNODIZED ALUMINUM BRONZE STORE-FRONT SYSTEM

# FAIRBANKS AND DENNING - SOUTH PARCEL

## NORTH ELEVATION - BUILDING TYPE A

**Legend:**

- 1. Painted Stucco
- 2. Brick Articulation
- 3. Stack Bond Brick
- 4. Fabric Canopies
- 5. Framed Canopy
- 6. Anodized Aluminum Bronze Store-Front system
- 7. Signage Letters (see signage package)

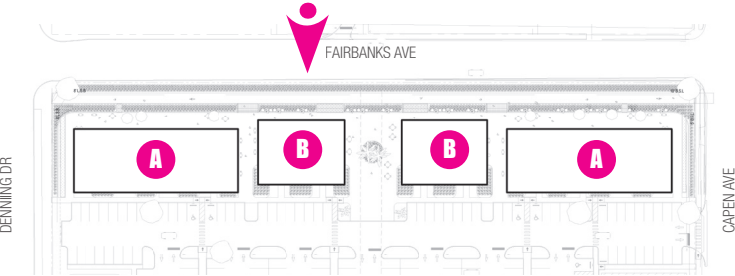


# FAIRBANKS AND DENNING - SOUTH PARCEL

## NORTH ELEVATION - BUILDING TYPE B

**Legend:**

- 1. Painted Stucco
- 2. Brick Articulation
- 3. Stack Bond Brick
- 4. Fabric Canopies
- 5. Framed Canopy
- 6. Anodized Aluminum Bronze Store-Front system
- 7. Signage Letters (see signage package)

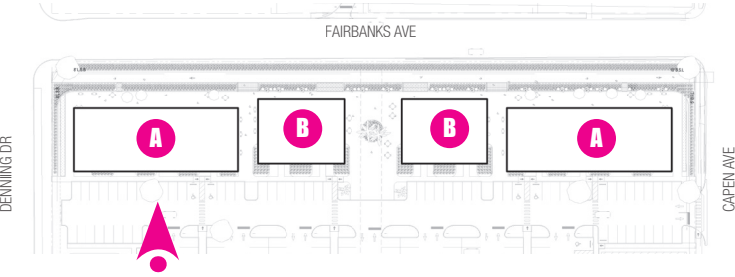


# FAIRBANKS AND DENNING - SOUTH PARCEL

## SOUTH ELEVATION - BUILDING TYPE A

**Legend:**

- 1. Painted Stucco
- 2. Brick Articulation
- 3. Stack Bond Brick
- 4. Fabric Canopies
- 5. Framed Canopy
- 6. Anodized Aluminum Bronze Store-Front system
- 7. Signage Letters (see signage package)

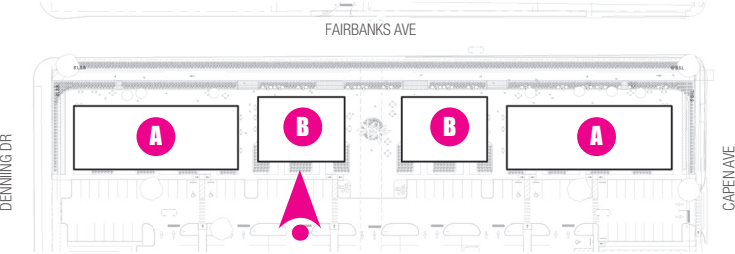


# FAIRBANKS AND DENNING - SOUTH PARCEL

SOUTH ELEVATION - BUILDING TYPE B

**Legend:**

- 1. Painted Stucco
- 2. Brick Articulation
- 3. Stack Bond Brick
- 4. Fabric Canopies
- 5. Framed Canopy
- 6. Anodized Aluminum Bronze Store-Front system
- 7. Signage Letters (see signage package)

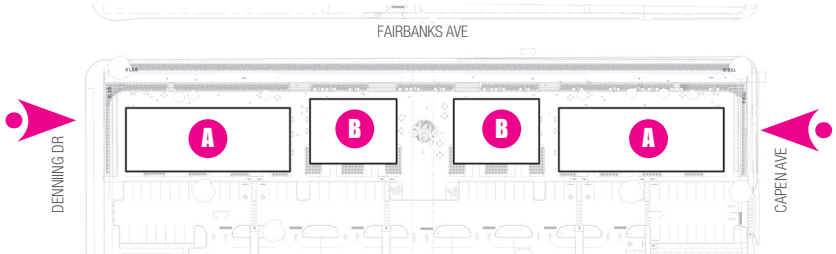


# FAIRBANKS AND DENNING - SOUTH PARCEL

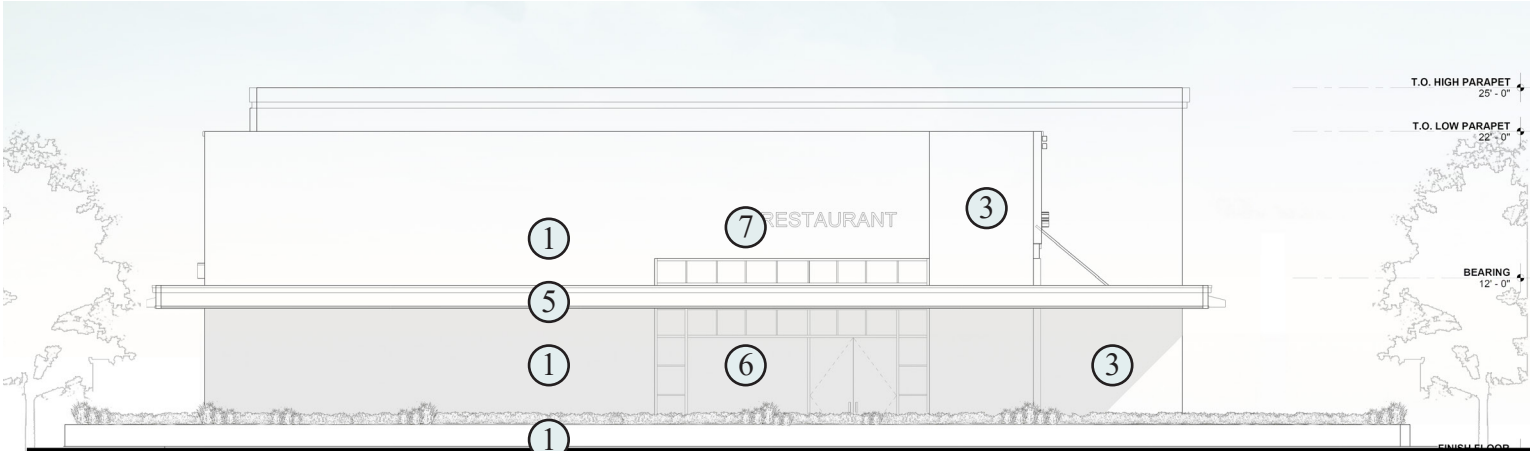
## EAST AND WEST ELEVATIONS - BUILDING TYPE A

**Legend:**

- 1. Painted Stucco
- 2. Brick Articulation
- 3. Stack Bond Brick
- 4. Fabric Canopies
- 5. Framed Canopy
- 6. Anodized Aluminum Bronze Store-Front system
- 7. Signage Letters (see signage package)



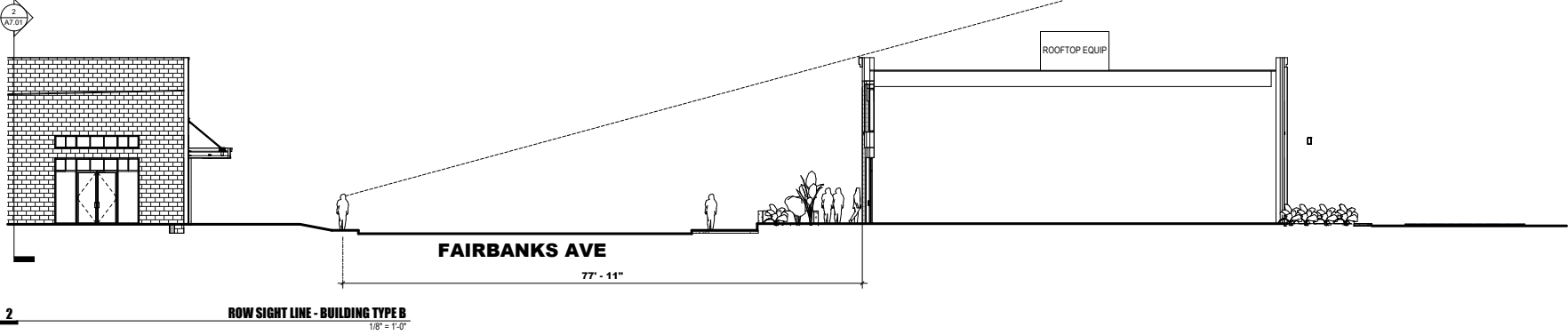
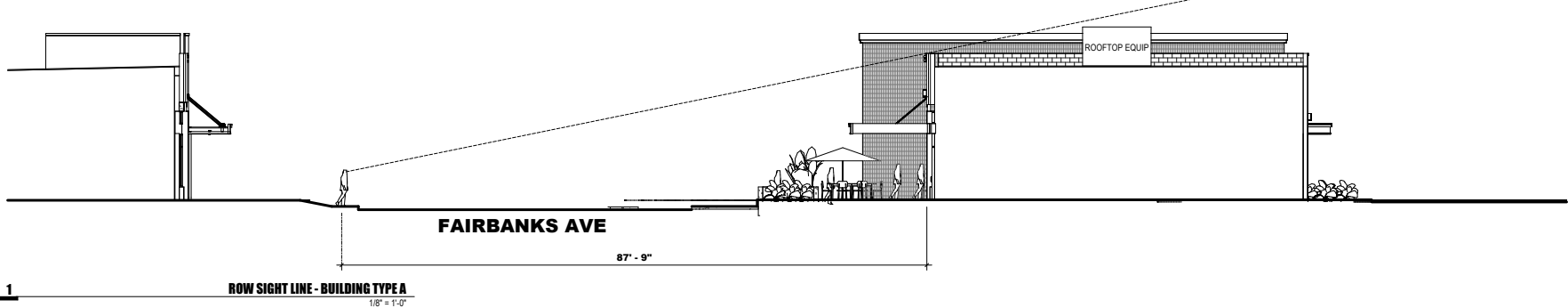
West Elevation



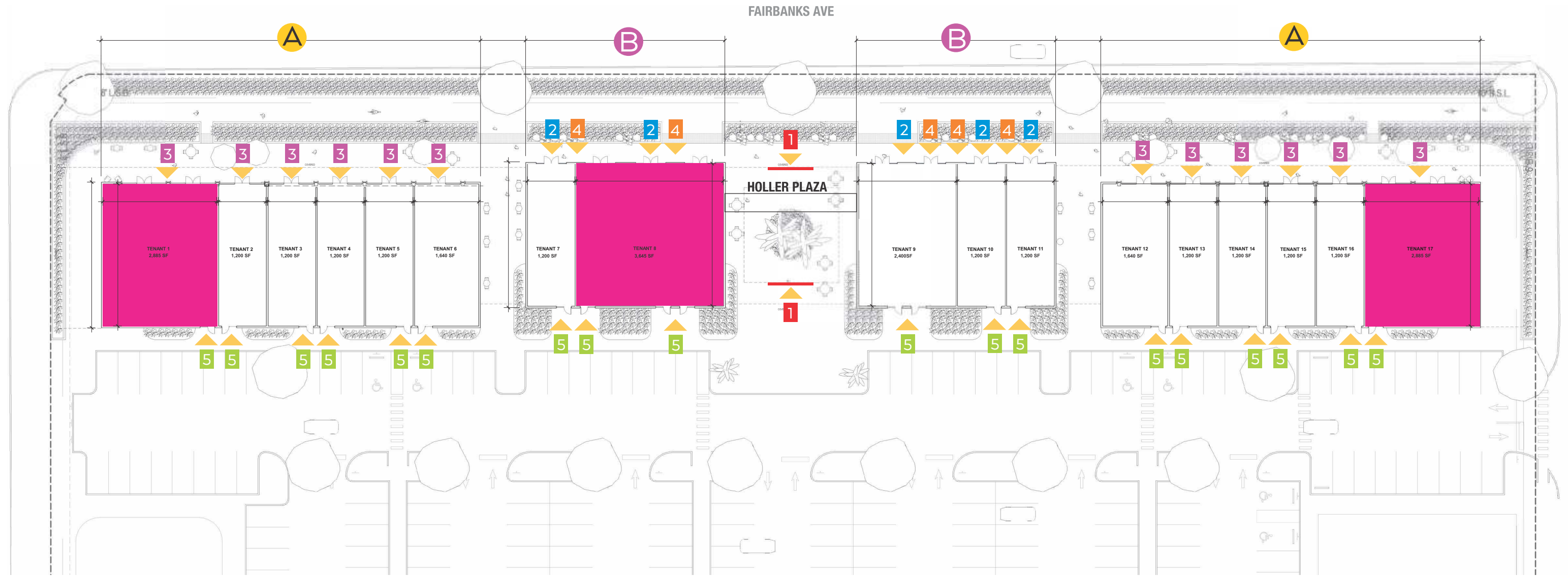
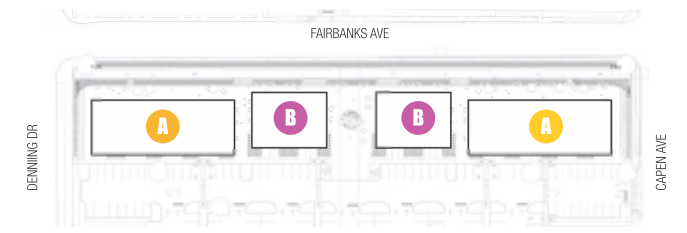
East Elevation

# FAIRBANKS AND DENNING - SOUTH PARCEL

## ROW SIGHT LINES



# Site Plan



## Summary

- Food and Beverage
- Retail

## Signage Key

- Sign Location
- 1 Primary Project Identity
- 2 Street Oriented Tenant Identity: Bldg B
- 3 Street Oriented Tenant Identity: Bldg A
- 4 Street Oriented Awning Message Identity Bldg B
- 5 Parking Oriented Tenant Identity

**Glen Welden & Associates, LLC**  
 3200 N FEDERAL HIGHWAY, SUITE 206-11 BOCA RATON, FLORIDA 33431  
 email: gwadesign@gmail.com  
 website: gwaw.com  
 3200 N FEDERAL HIGHWAY, SUITE 206-09 BOCA RATON FL 33431

project name:  
**Sw 27th Street Upgrade Campaign**

project address:  
**281-298 SW 27th Street Fort Lauderdale FL**

Project Identity Number:  
**X**

date:  
 12/01/25

sales associate:  
 GW

project team:  
 GW/DS/GAW

project designer:  
 GAW

notes / project updates

1. 03/09/26: Updated Building A Signage to facade mounted / up lit
2. x
3. x
4. x
5. x

architect

dap  
 architect

dap design, llc  
 1800 north orange avenue suite a  
 orlando florida 32804

client:

JENKINS  
 CAPITAL

environmental graphic design

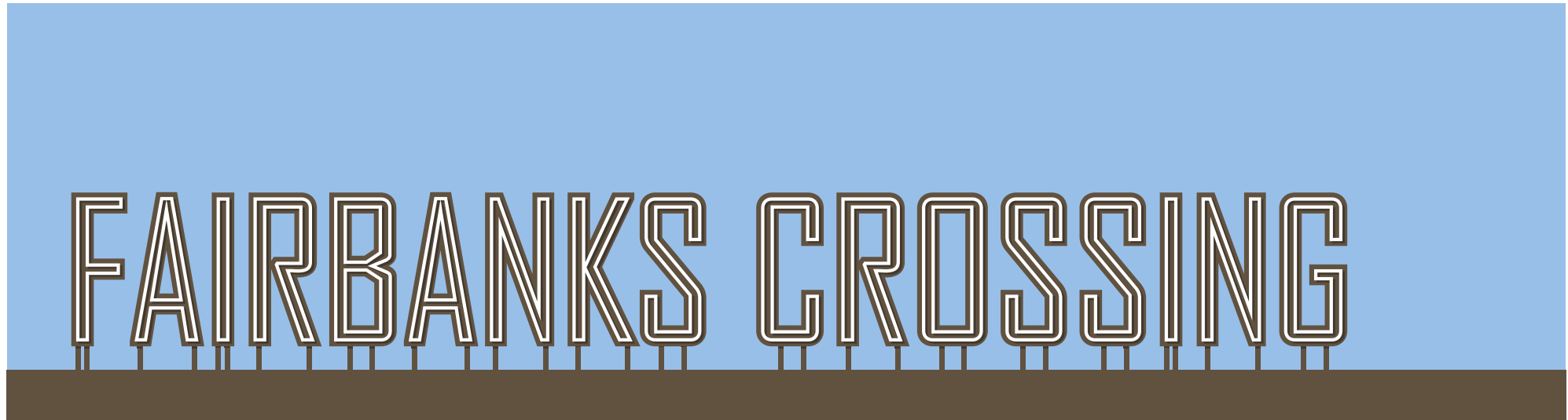
GWA

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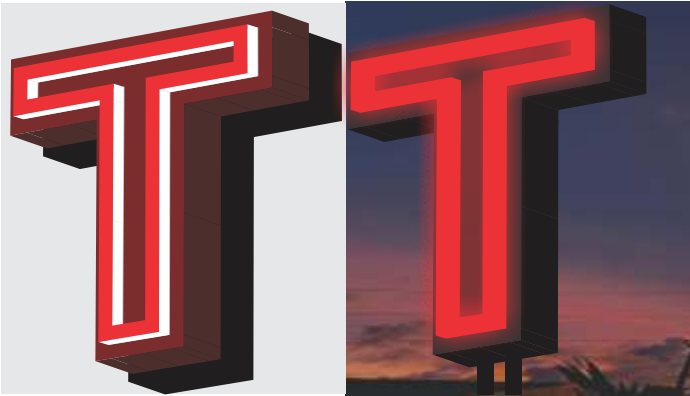
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# 1 Primary Project Identity



Decorative multi-dimensional channel letters, pin mounted from hidden bearing structure. Faux Neon Fabrication to pay homage to Holler Family Heritage



Front Lit / Push-Thru "Outline" Style Face



Primary Property Identity centered on architectural canopy system facing Fairbanks with an additional display facing internally, viewed from the parking oriented side of the property



Inspiration



Glen Welden & Associates, LLC  
 3200 N FEDERAL HIGHWAY, SUITE 206-11 BOCA RATON, FLORIDA 33431  
 email: gwadesign@gmail.com  
 website: gwelden.com  
 3200 N Federal Highway Suite 206-09  
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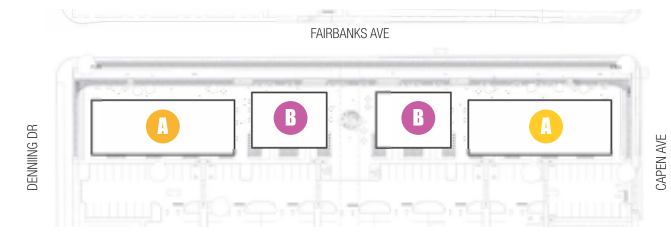
architect  
**dap**  
 architect  
 dap design, llc  
 1800 north orange avenue suite a  
 orlando florida 32804

client:  
**JENKINS**  
 CAPITAL

environmental graphic design  
**GWA**  
 Glen Welden & Associates, LLC  
 3200 N FEDERAL HIGHWAY, SUITE 206-11 BOCA RATON, FLORIDA 33431  
 email: gwadesign@gmail.com  
 website: gwelden.com

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## 2 Street Oriented Tenant Identity: Building B



Continuous linear lighting system with perforated aluminum base and solid aluminum face to shield direct lighting source

Dimensional aluminum plate letter and logo forms, spacer mounted to an aluminum contour backer system. Contour system mounts behind lighting system onto a continuous aluminum bearing structure. Contour backgrounds fabricated to "stand" above the lighting for a "floating" effect.

Typical Street Oriented Elevation: Building B Architecture



Glen Welden & Associates, LLC  
 3295 N FEDERAL HIGHWAY, SUITE 206-11 BOCA RATON, FLORIDA 33431  
 email: gwadesign@gmail.com  
 website: gwelden.com  
 3200 N FEDERAL HIGHWAY, SUITE 206-09 BOCA RATON FL 33431

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notes / project updates  
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architect  
**dap**  
 architect  
 dap design, llc  
 1800 north orange avenue suite a orlando florida 32804

client:  
**JENKINS**  
 CAPITAL

environmental graphic design  
**GWA**  
 Glen Welden & Associates, LLC  
 3295 N FEDERAL HIGHWAY, SUITE 206-11 BOCA RATON, FLORIDA 33431  
 email: gwadesign@gmail.com  
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# 2 Street Oriented Tenant Lighting System: Building B

SHOWCASE LINEAR WHITE  
Exterior LED liner

## Features

- Slim size – easy fit in different architectural structures
- Dedicated optic design – even washing effect
- On/Off control
- Easy installation and maintenance – auto-addressing and reliable connection by self-locking water-proof connectors

## Optical Specifications

Luminous flux	Short	900 lm
	Long	2880 lm
Efficacy		80 lm/W
CCT		4000 K
CRI		80
Beam angle		15° x 55°

## Electrical/Mechanical Specifications

Input voltage	24 VDC
Power consumption	Short: 12 W Long: 36 W
Dimensions L x W x H	Short: 11.81" x 1.61" x 1.14" Long: 39.37" x 1.61" x 1.14" (Excluding mounting bracket)
Weight	Short: 1.76 lbs. Long: 4.41 lbs.
Cover lenses	Semi-tempered glass cover
Housing	Aluminum

## System Specifications

Control	On/Off
Max. interconnection	Short: 8 units Long: 2 units
Adjustment options	±90° tilt
Operating temperature	-4° F - 122° F
Storage temperature	-40° F - 176° F
Environment	Outdoor (IP66)
Lumen maintenance	L <sub>70</sub> @ 25° C - 50,000 hours
Safety approval	Electrical Protection Class III, CE, CB, UL
Warranty	3-year parts only



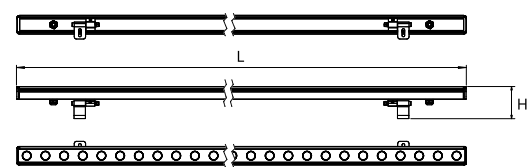
Specifications subject to change without notice.

## Specifications

## SHOWCASE SERIES



## Dimensions

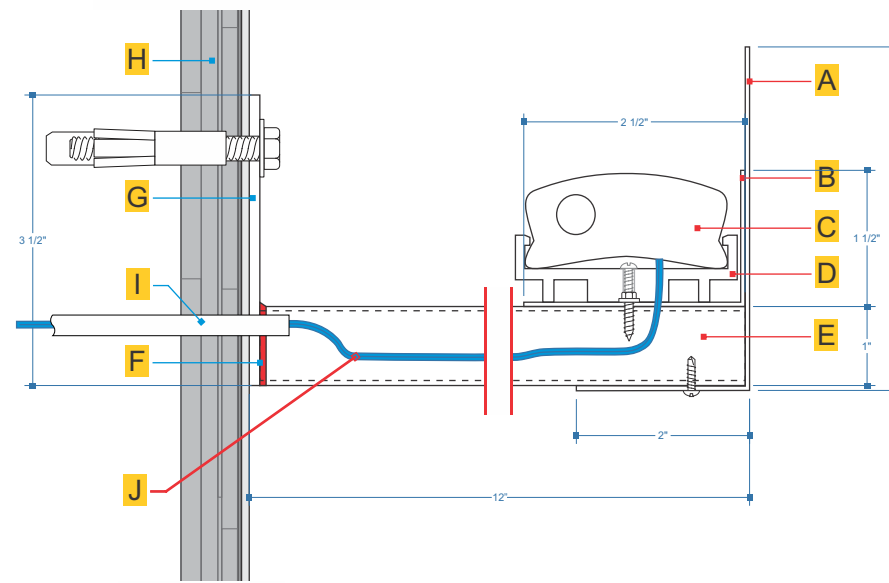


	Linear Short	Linear Long
L	11.81"	39.37"
W	1.61"	1.61"
H	2.83"	2.83"
H1	1.10"	1.10"
H2	1.69"	1.69"

## Product Options

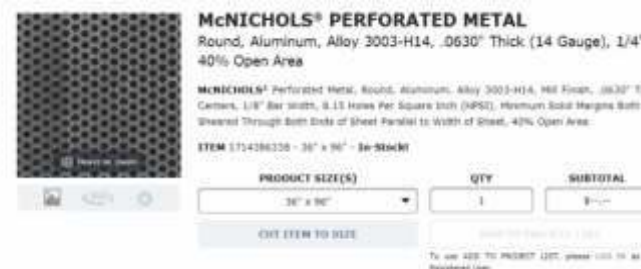
Showcase Linear White Fixtures	Part number
Showcase Linear 12 W On/Off 15 x 55 4000 K Short	P-LN1555-12W-40
Showcase Linear 36 W On/Off 15 x 55 4000 K Long	P-LN1555-36W-40

Showcase Linear White Cables	Part number
Showcase Linear White 2-pin DC Power Starter Cable 6-ft	P-LN-2SC-2000
Showcase Linear White 2-pin DC Interconnection CAB 3-ft	P-LN-2IC-CAB-1000
Showcase Linear White 2/3-pin Connector Socket End Cap	P-LN-3PC-EC

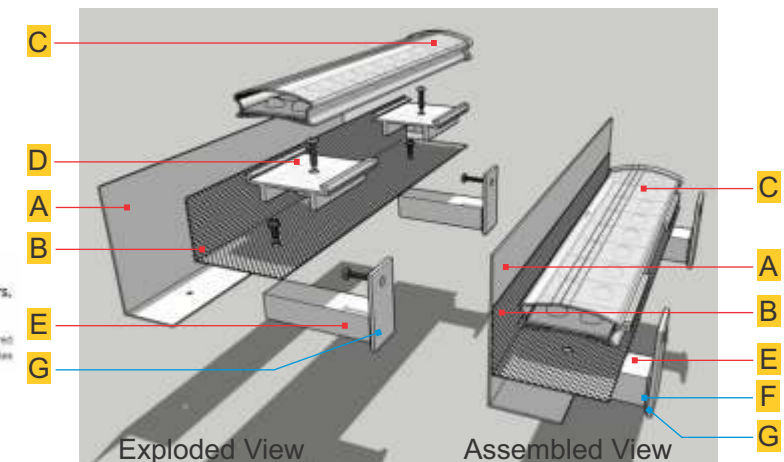
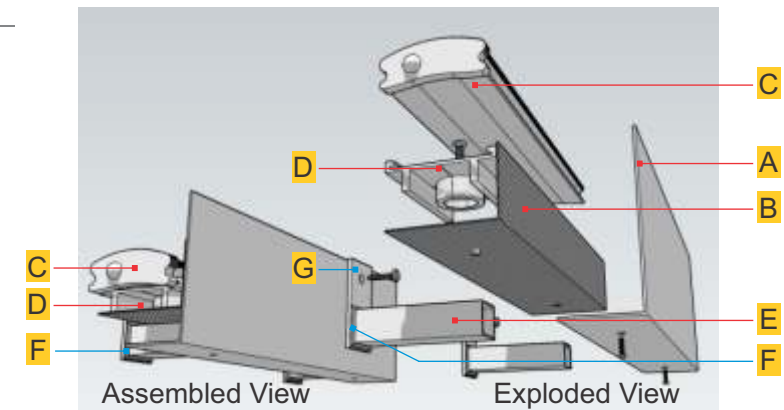
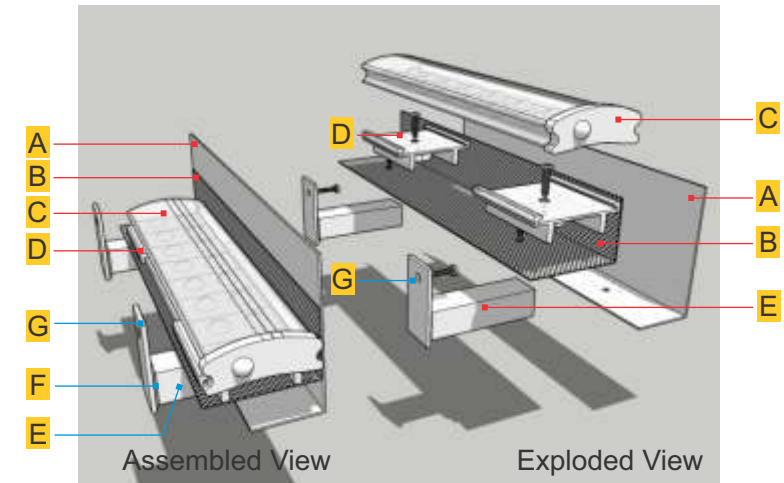
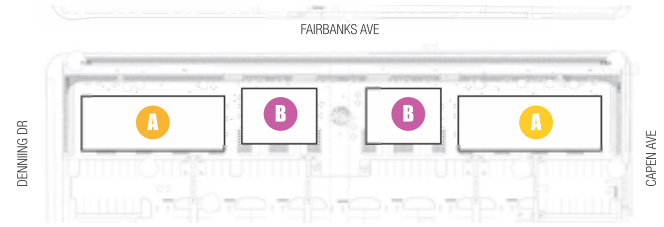


## Section Detail: Building B Architectural Decorative Up Lighting

- A** 4" x 2" x .125" Machine Bent Aluminum Front Cover. Secured to 1" x 1" aluminum square tubes with 1/4" diameter pan head stainless steel self tap fasteners.
- B** McNichols Perforated Aluminum, machine bent, Alloy 3003-H14, .063 Thick, 1/4" round on 3/8" staggered centers, 40% open area. Secured to 1" x 1" aluminum square tubes with 1/4" diameter hex head stainless steel self tap fasteners.
- C** Principle/Sloan Showcase Linear 36W linear LED lighting system. Nominal 36" in length per unit. Secured to perforated aluminum with stainless steel self tap fasteners and mounting clips.
- D** Principle/Sloan mounting clips: Principle/Sloan Showcase Linear 36W linear LED lighting system snaps into clips. Clips at 18" c/c. Secured to perforated aluminum with 1/4" diameter pan head stainless steel self tap fasteners
- E** 1" x 1" x .125" horizontal aluminum square tube supports. 12" in length, tubes include a vertical aluminum plate for mounting to wall surface, welded to tube.
- F** Continuous weld of 1" x 1" x .125" horizontal aluminum square tube supports to aluminum mounting plate.
- G** 3 3/4" tall x 2" wide x .125" thick vertical aluminum mounting plates. Continuous welded to 1" x 1" x .125" horizontal aluminum square tube supports.
- H** Brick-Faced Facade
- I** Low Voltage Wiring Feed to 120V Power Supply
- J** Low Voltage Wiring Concealed Within Square Tube Armature (Typical)



## Perforated Aluminum Material Specifications



Glen Welden & Associates, LLC  
3200 N FEDERAL HIGHWAY, SUITE 206-11 BOCA RATON, FLORIDA 33431  
email: gwadesign@gmail.com  
website: gwelden.com  
3200 N FEDERAL HIGHWAY, SUITE 206-09  
BOCA RATON FL 33431

project name:  
Sw 27th Street  
Upgrade Campaign

project address:  
281-298 SW 27th Street  
Fort Lauderdale FL

Project Identity Number:  
X

date:  
12/01/25

sales associate:  
GW

project team:  
GW/DS/GAW

project designer:  
GAW

notes / project updates

- 03/09/26: Updated Building A Signage to facade mounted / up lit
- x
- x
- x
- x

architect

dap  
architect  
dap design, llc  
1800 north orange avenue suite a  
orlando florida 32804

client:

JENKINS  
CAPITAL

environmental graphic design

GWA  
Glen Welden & Associates, LLC  
www.gwadesign.com  
email: gwadesign@gmail.com  
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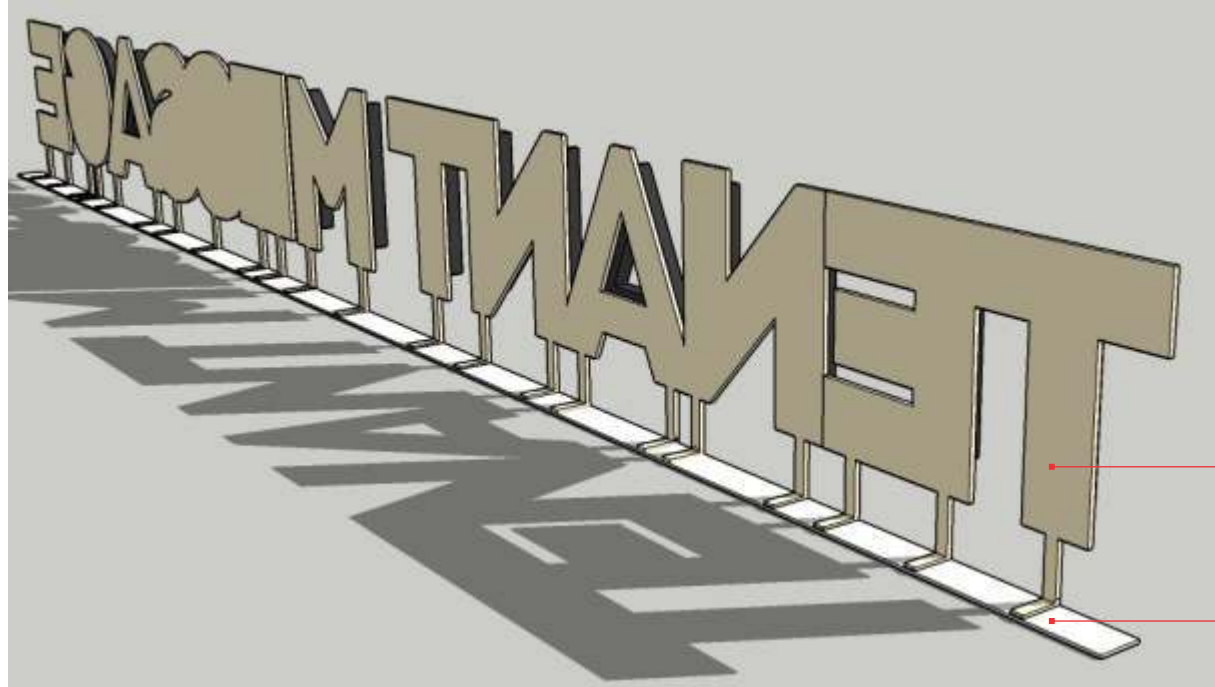
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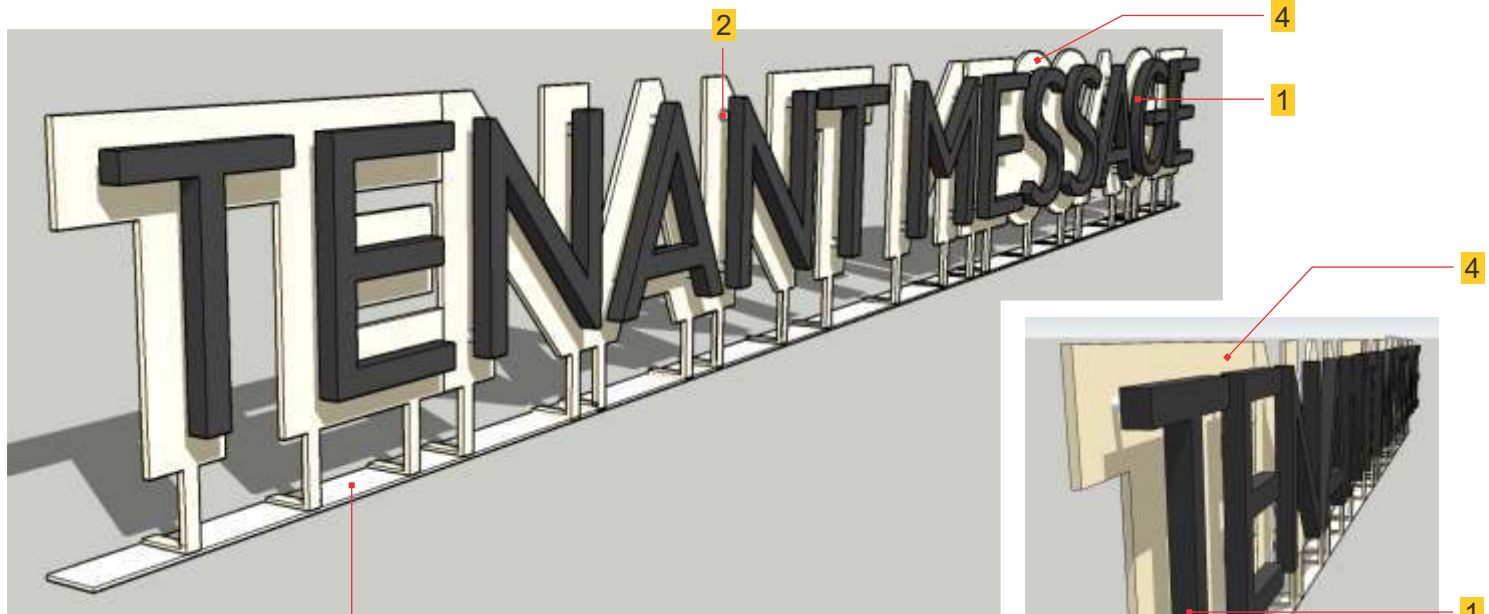
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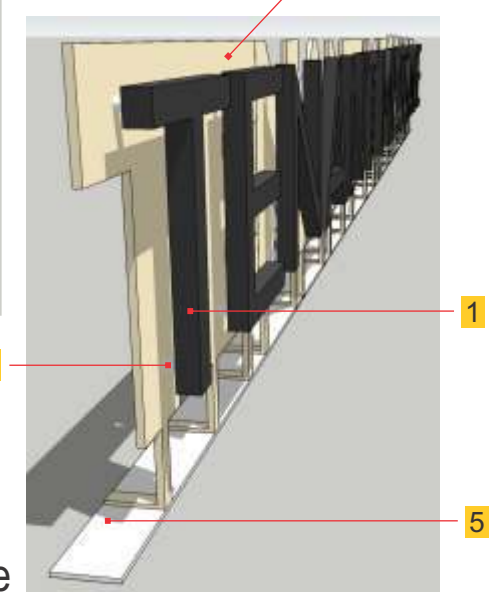
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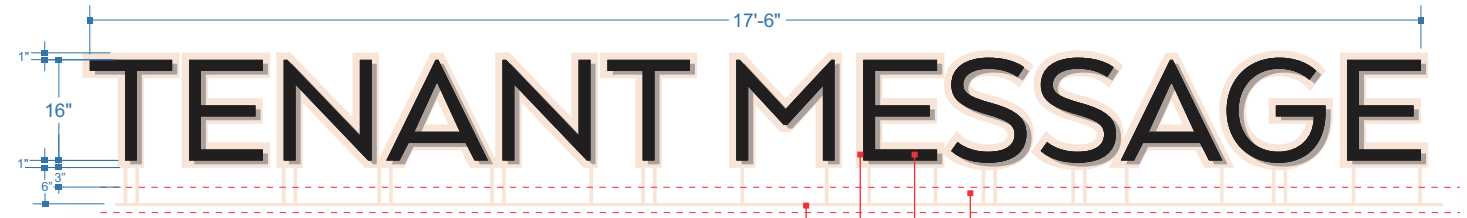
Isometric A: Back



Isometric B: Front

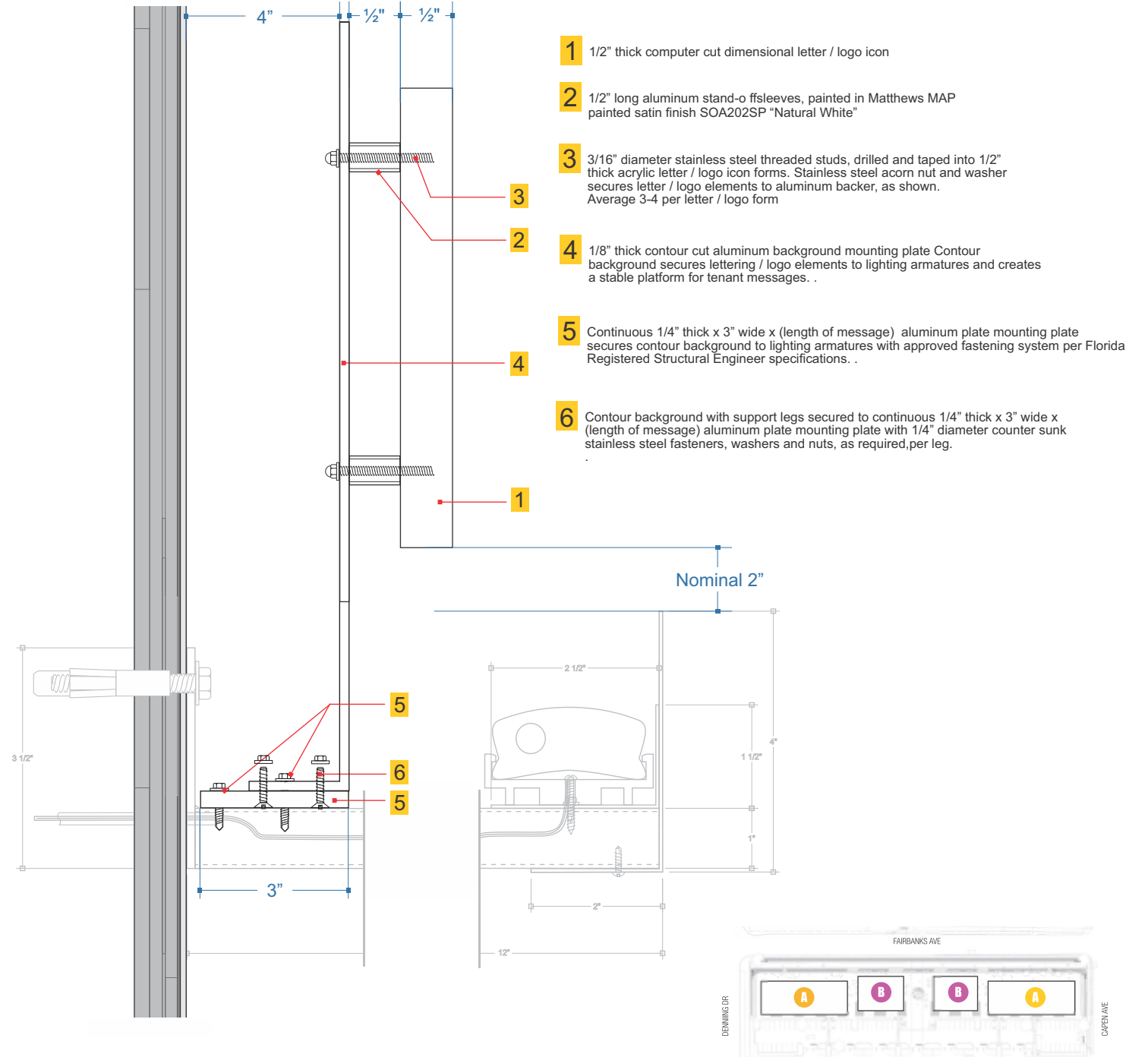


Isometric C: Mounting Plate



Typical: Default Tenant Message

Multi-Dimensional Tenant Identity affixed to a fabricated lighting / armature system, mounted to Building B Style architectural frontages



Glen Welden & Associates, LLC  
3200 N FEDERAL HIGHWAY, SUITE 206-11 BOCA RATON, FLORIDA 33431  
email: gwadesign@gmail.com  
website: gwelden.com  
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GW

project team:  
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project designer:  
GAW

Project Identity Number:  
X

notes / project updates

- 03/09/26: Updated Building A Signage to facade mounted / up lit
- x
- x
- x
- x

architect

dap  
architect

dap design, llc  
1800 north orange avenue suite a  
orlando florida 32804

client:

JENKINS  
CAPITAL

environmental graphic design

GWA

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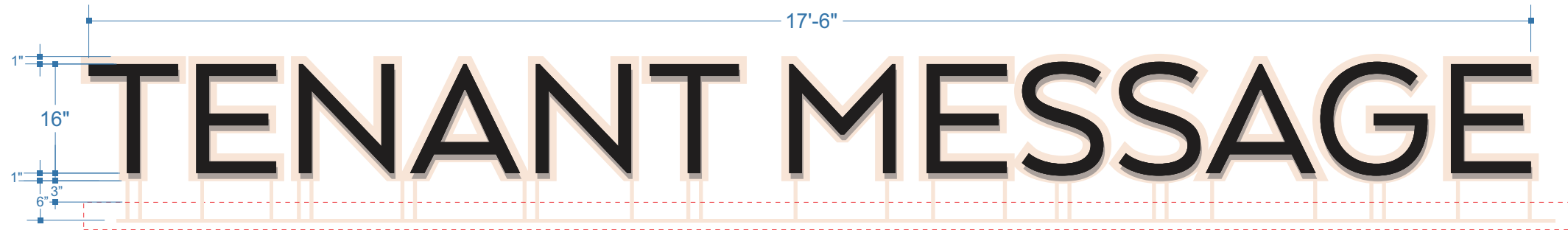
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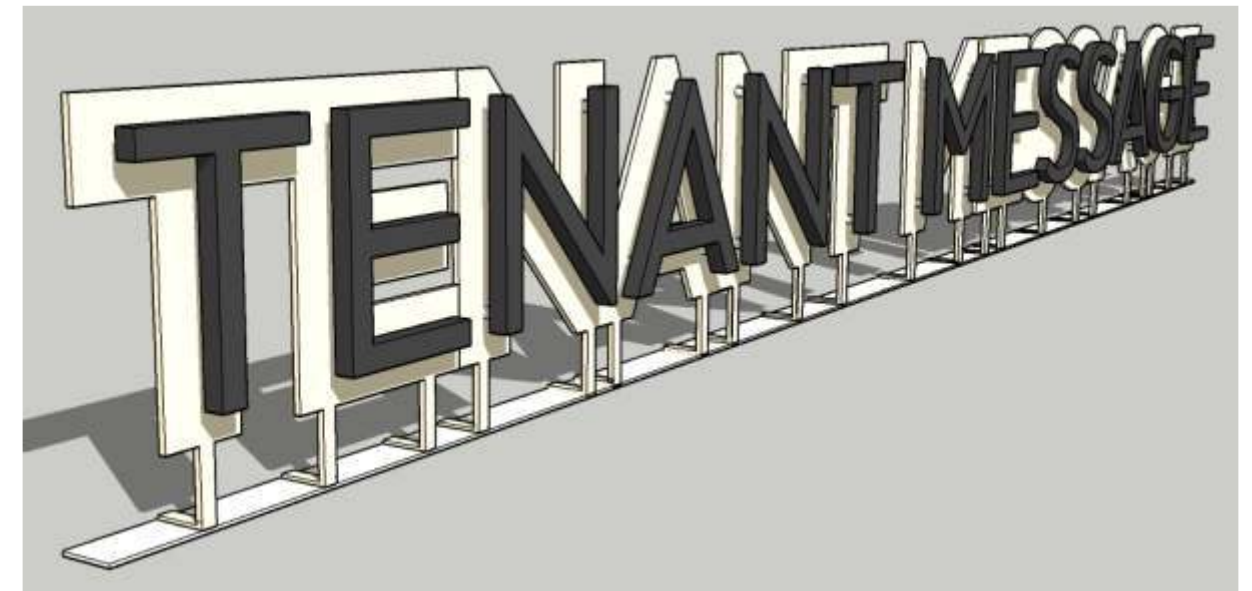
Page 162 of 223

### 3 Street Oriented Tenant Identity: Building A



#### Typical: Default Tenant Message

Multi-Dimensional Tenant Identity affixed to a fabricated lighting / armature system, mounted to Building A Style Facade area. Tenant Identity spans between awning bracket and armature supports, as shown below.



#### Typical Street Oriented Elevation: Building A Architecture



Glen Welden & Associates, LLC  
 3200 N FEDERAL HIGHWAY, SUITE 206-11 BOCA RATON, FLORIDA 33431  
 email: gwadesign@gmail.com  
 website: gwelden.com  
 3200 N Federal Highway, Suite 206-09  
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 GAW

Project Identity Number:  
 X

#### notes / project updates

1. 03/09/26: Updated Building A Signage to facade mounted / up lit
2. x
3. x
4. x
5. x

#### architect

**dap**  
 architect  
 dap design, llc  
 1800 north orange avenue suite a  
 orlando florida 32804

#### client:

**JENKINS**  
 CAPITAL

#### environmental graphic design

**GWA**  
 Glen Welden & Associates, LLC  
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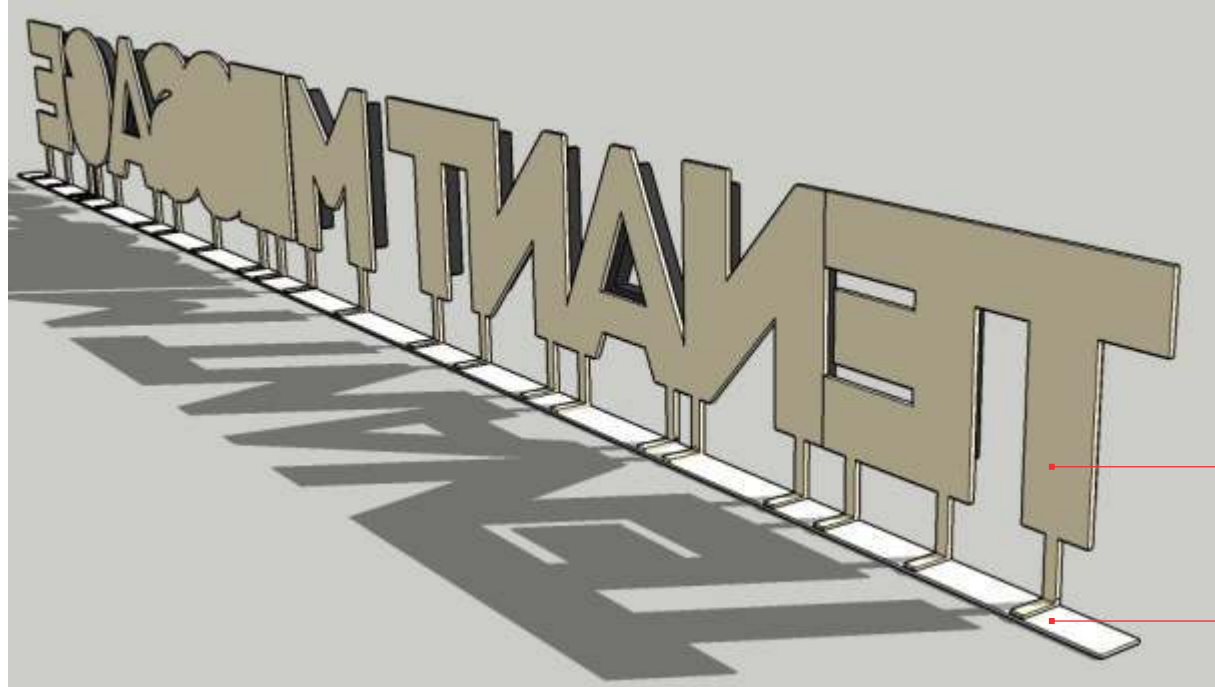
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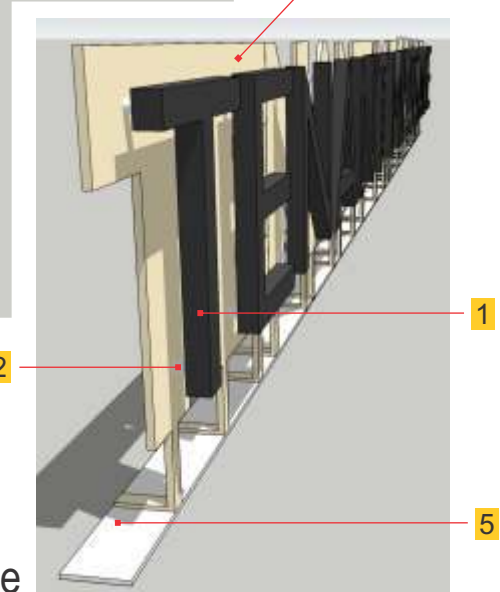
### 3 Street Oriented Tenant Lighting System: Building A



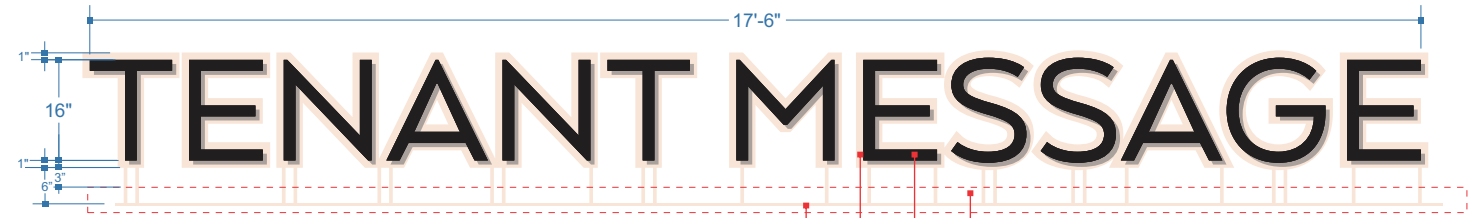
Isometric A: Back



Isometric B: Front

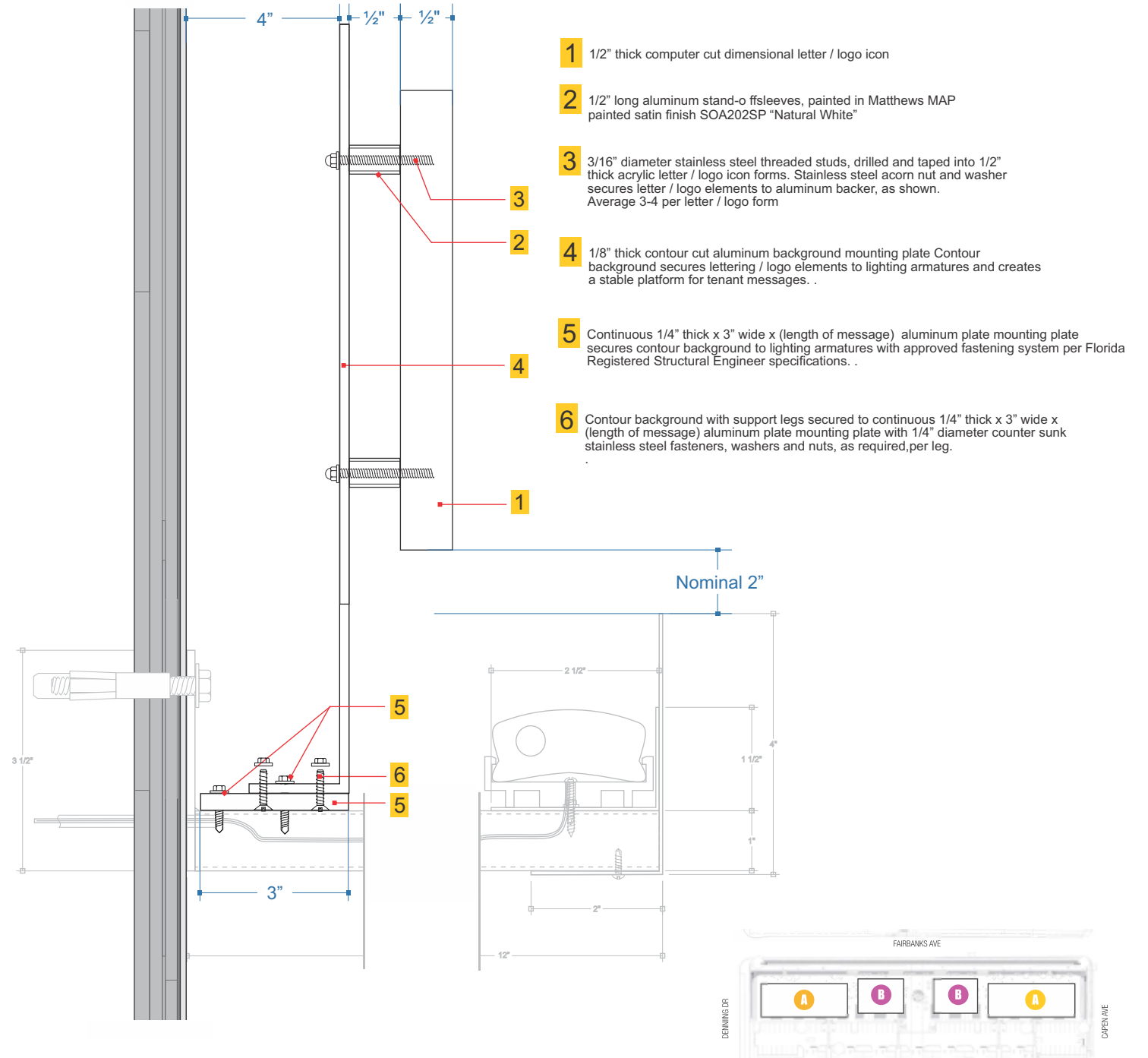


Isometric C: Mounting Plate



Typical: Default Tenant Message

Multi-Dimensional Tenant Identity affixed to a fabricated lighting / armature system, mounted to Building B Style architectural frontages



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 3200 N FEDERAL HIGHWAY, SUITE 206-11 BOCA RATON, FLORIDA 33431  
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environmental graphic design  
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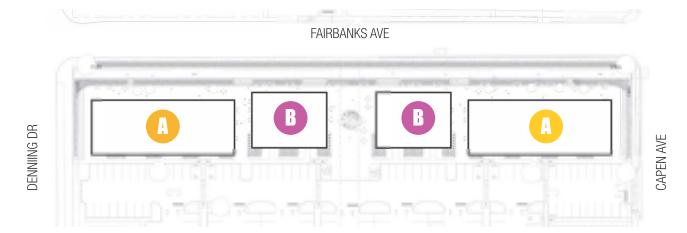
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# 4 Street Oriented Awning Message System: Building B

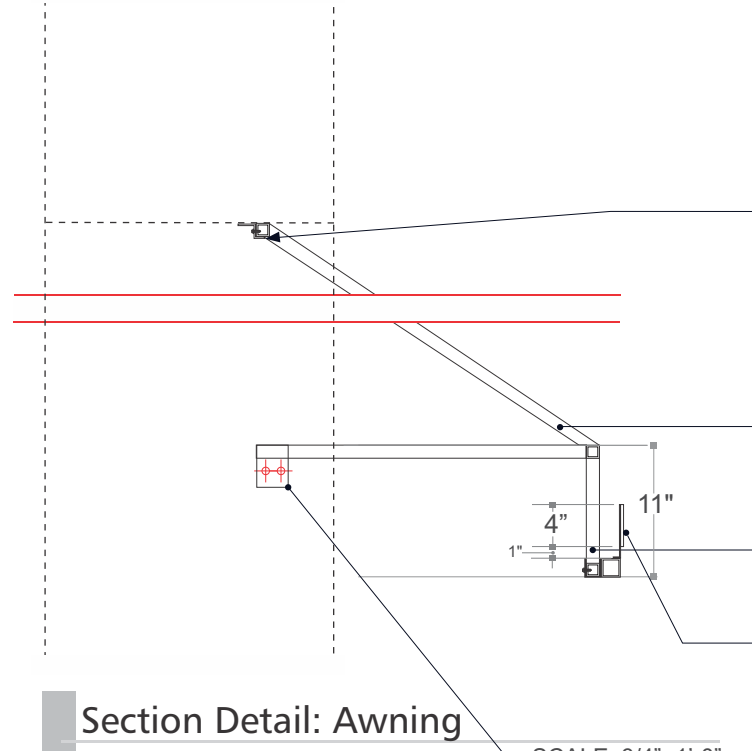


## Detail: Awning Messages for Tenant Elevations

Weathertyte Plus Waterproof Awning Fabric

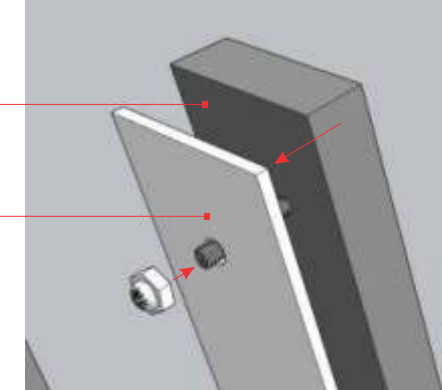
**Awning Lettering: ALL AWNINGS**  
 Awning lettering from 4" tall "ARQUITECTA" letter style, exclusively, in Matthews MAP SOA 202SP "Natural White" Gloss finish for all awnings. All lettering CLIP MOUNTED to a 1.5"x 1.5" square aluminum tube "bearing structure" with computer cut aluminum "pin" mounting system to provide for a "Free Floating" effect. Pins and backers painted in a satin Matthews paint finish to match awning color.

SCALE: TBD

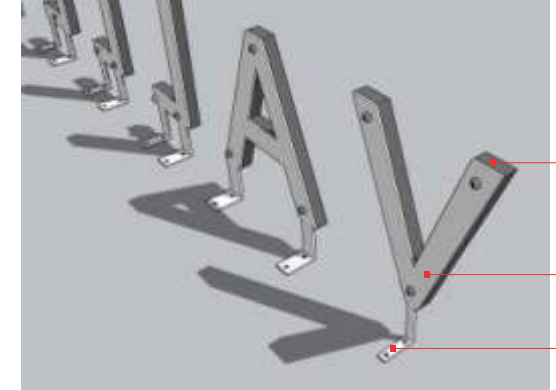


## Section Detail: Awning

SCALE: 3/4"=1'-0"



message letter  
 .090 backer "pin"



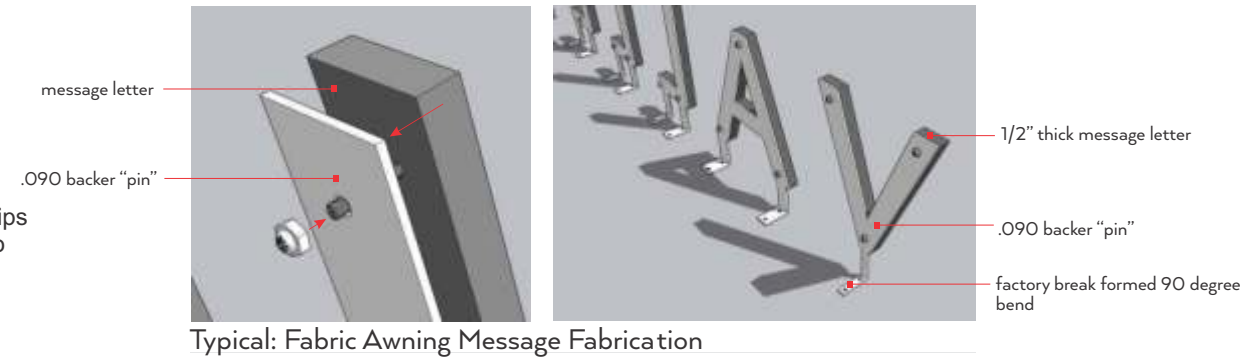
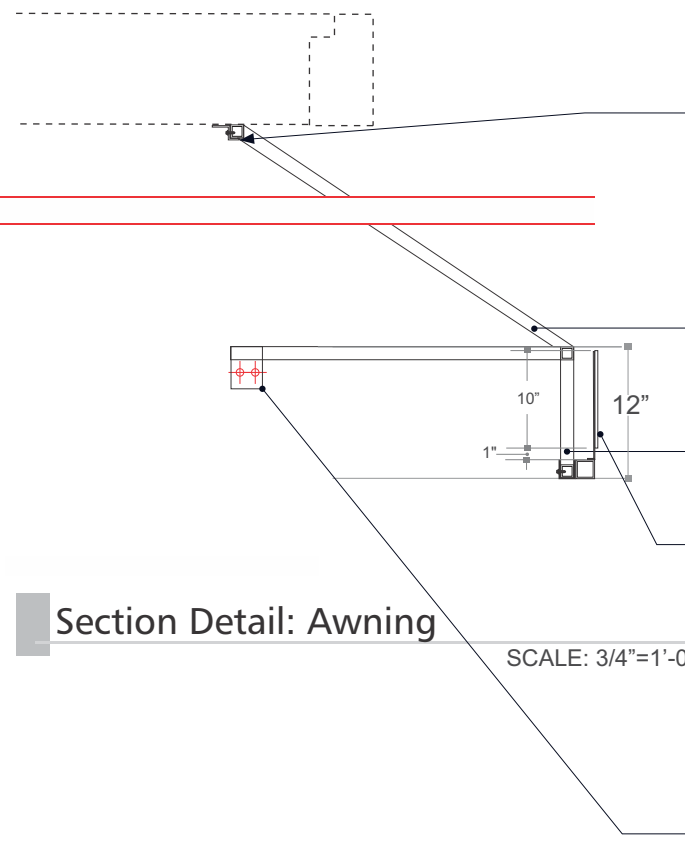
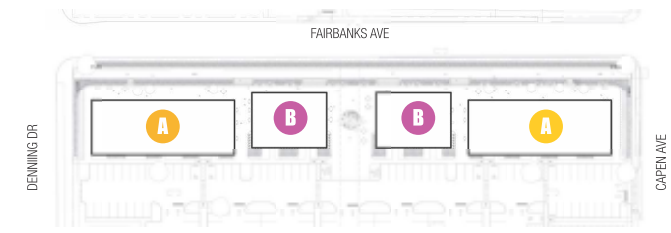
message letter  
 .090 backer "pin"  
 factory break formed 90 degree bend

Typical: Fabric Awning Message Fabrication

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
 abcdefghijklmnopqrstuvwxyz  
 1234567890

## Default Letter Style "Arquitectura"

# 5 Parking Oriented Tenant Identity: Buildings A & B



Typical: Fabric Awning Message Fabrication

Typical: Weatheryte Plus Waterproof Awning Fabric cover, stapled to square tube aluminum frame. Poly cover. SOLID COLORS ONLY. Note: Same color of awning, per tenant space.

1" square tube aluminum fabricated staple-frame with RAL 9023 "Brushed Silver Metallic" powder coated finish.

Awning Lettering: ALL AWNINGS  
Awning lettering from 10" tall x 1/2" thick "AGENCY" letter style, exclusively, in Matthews MAP SOA 202SP "Natural White" Gloss finish for all awnings. All lettering tab mounted to a 1.5" x 1.5" square aluminum tube "bearing structure" with computer cut .090 aluminum "pin" mounting system to provide for a "Free Floating" effect. Pins and backers painted in a satin Matthews paint finish to match awning color.  
Note: Awning message will not repeat primary tenant message and may only be used to amplify goods and / or services.

1" square tube aluminum fabricated staple-frame secured to inside of vertical column with 1/4" thick welded aluminum plates, as shown.

Section Detail: Awning

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890

Detail: Default Letter Style "AGENCY"



Detail: Awning Messages for Tenant Elevations

Weatheryte Plus Waterproof Awning Fabric

Awning Lettering: ALL AWNINGS  
Awning lettering from 4" tall "AGENCY" letter style, exclusively, in Matthews MAP SOA 202SP "Natural White" Gloss finish for all awnings. All lettering CLIP MOUNTED to a 1.5" x 1.5" square aluminum tube "bearing structure" with computer cut aluminum "pin" mounting system to provide for a "Free Floating" effect. Pins and backers painted in a satin Matthews paint finish to match awning color.



Typical Elevation: Parking oriented Tenant Branding

Glen Welden & Associates, LLC  
3200 N FEDERAL HIGHWAY, SUITE 206-11 BOCA RATON, FLORIDA 33431  
email: gwadesign@gmail.com  
website: gwelden.com  
3200 N FEDERAL HIGHWAY, SUITE 206-09 BOCA RATON FL 33431

project name:  
Sw 27th Street Upgrade Campaign

project address:  
281-298 SW 27th Street Fort Lauderdale FL

Project Identity Number:  
X

date:  
12/01/25

sales associate:  
GW

project team:  
GW/DS/GAW

project designer:  
GAW

notes / project updates

- 03/09/26: Updated Building A Signage to facade mounted / up lit
- x
- x
- x
- x

architect

dap architect  
dap design, llc  
1800 north orange avenue suite a orlando florida 32804

client:

environmental graphic design

Glen Welden & Associates, LLC  
3200 N FEDERAL HIGHWAY, SUITE 206-11 BOCA RATON, FLORIDA 33431  
email: gwadesign@gmail.com  
website: gwelden.com

The enclosed renderings, concepts, branded images, color representations, layouts, wording and all aspects of this Master Sign Plan formula remain the exclusive property of Glen Welden & Associates, LLC and may not be shared, copied, duplicated in any way shape or manner without the permission of Glen Welden & Associates, LLC. Any unauthorized reproduction, duplication in any way, shape or fashion will constitute trade infringement and will be subject to recovery of lost revenue under Florida law.

page: 9.0  
Page 166 of 223

March 17, 2026

Allison McGillis  
City of Winter Park Planning  
401 Park Avenue South  
Winter Park, FL 32789

RE: FBS South, 860 W Fairbanks Avenue, Winter Park, Florida – Affidavit of Mailing

Dear Allison,

Please accept this affidavit regarding the Community Meeting Notice for the above-mentioned project.

I certify that:

- The attached notice was mailed, via the USPS, on Tuesday, March 17, 2026.
- The attached notice was mailed to properties within 500' of the subject site at 860 W Fairbanks Avenue, Winter Park, Florida, as per the list obtained from the Orange County Property Appraiser's Office, with the addition of the neighbor at 909 N Kentucky Avenue.
- The Community Meeting will be held on March 23, 2026, at the Winter Park Community Center.

Sincerely,



Robert Ziegenfuss

State of Florida  
County of Orange

Sworn and subscribed before me this 17<sup>th</sup> day of March, 2026, by Robert Ziegenfuss, who is personally known to me or produced \_\_\_\_\_ as identification.



\_\_\_\_\_  
Notary Public

My Commission Expires:



1201 E. Robinson St.  
Orlando, Florida 32801

Phone: (407) 271-8910

March 16, 2026

To Whom It May Concern

RE: Neighborhood Meeting – Updated with Public Hearing Dates Added

To Whom It May Concern,

The owner of 860 W Fairbanks Avenue, Winter Park, Florida 32789 (Parcel 05-22-30-9400-92-020) has submitted a Conditional Use Permit Application to the City of Winter Park to allow for (a) one (1) building over 10,000 square feet in size (out of four (4) buildings) and (b) to allow the sale of alcohol in conjunction with a restaurant use. These are requested in conjunction with the proposed redevelopment of the property. The request also includes a community benefit agreement that allows the developer to create a project that is less dense than what is permitted by the City of Winter Park overlay district, known as the OAO. We will discuss the development and any questions related to impact to the surrounding community at our upcoming meeting. The time and location of the meeting is noted below. You are being notified as per Sec. 58-97 Community engagement of the City of Winter Park's Land Development Code. For reference, the image below is an aerial map noting the site location and we will provide the proposed site plan and building/architectural elevations for the development at the upcoming meeting.



**When:** March 23, 2026, from 6:00 p.m. to 8:00 p.m.

**Where:** Winter Park Community Center (Cedar Room-B), 721 West New England Ave, Winter Park, FL 32789

Upcoming public hearing dates: Planning & Zoning Meeting, April 7, 2026, at 5:00 p.m. and City Commission Meeting, April 22, 2026, at 3:30 p.m. Both meetings will be held at the City of Winter Park, 401 Park Avenue South, Winter Park, Florida.

Please come and learn more about the project, ask any questions you may have about the project. Should you have any questions or need to discuss the project in the interim, I can be reached via phone at (407) 271-8910 or via email at [bob@zdevelopmentsservices.com](mailto:bob@zdevelopmentsservices.com) or you may also send any correspondence to the address below.

Sincerely,



Bob Ziegenfuss, PE, LEED AP

**1201 E. Robinson St.  
Orlando, Florida 32801**

**Phone: (407) 271-8910**

FullName	FullName2	Address	CityZip	State
REYNAUD JEANNE M LIFE ESTA	REM: JOHN DOUGLAS REYNAU	721 W COMSTOCK AVE	WINTER PARK	FL 32789
DRUID INVESTMENTS LLC		2269 LEE RD STE 100	WINTER PARK	FL 32789
DAWSON DARLYN		510 S CAPEN AVE	WINTER PARK	FL 32789
PATAKI STEVEN LOUIS	PATAKI ROBIN	701 W COMSTOCK AVE	WINTER PARK	FL 32789
ZUNIGA FERNANDO		673 W COMSTOCK AVE	WINTER PARK	FL 32789
KARL INVESTMENTS LLC		12517 PARK AVE	WINDERMERE	FL 34786
TEAMER ERIC	TEAMER FATMATA	889 W COMSTOCK AVE	WINTER PARK	FL 32789
ROUNTREE JUANITA		875 W COMSTOCK AVE	WINTER PARK	FL 32789
SCOTT EMILY M LIFE ESTATE	REM: RICHARD SCOTT	510 S DENNING DR	WINTER PARK	FL 32789
WILSON MARY LOUISE		674 W COMSTOCK AVE	WINTER PARK	FL 32789
MORSE WHITNEY ALICE	GOEDKEN JASON MICHAEL	704 W COMSTOCK AVE	WINTER PARK	FL 32789
ULLA RUPP CROFTON FAMILY TRUST		1410 RIVERSIDE DR	TITUSVILLE	FL 32780
TAYLOR CHERYL JACKSON	JACKSON LEO ESTATE	722 W COMSTOCK AVE	WINTER PARK	FL 32789
COMSTOCK LAND TRUST		PO BOX 1720	WINTER PARK	FL 32790
SULLIVAN EMMA B		503 PITT ST	CLERMONT	FL 34711
DI PARTNERS LLLP		1011 N WYMORE RD	WINTER PARK	FL 32789
GERACI JANE M 1/2 INT	GERACI MICHELE L 1/4 INT	1143 S KANSAS AVE	GROVELAND	FL 34736
KAMINA FAIRBANKS LLC		3 ISLE OF SICILY	WINTER PARK	FL 32789
631 FAIRBANKS LLC		910 N FERN CREEK AVE	ORLANDO	FL 32803
HANNIBAL SQUARE COMMUNI	STALLWORTH LASHANDA	PO BOX 364	WINTER PARK	FL 32790
HANNIBAL SQUARE COMMUNI	JOHNSON MOYESHEA	PO BOX 364	WINTER PARK	FL 32790
HANNIBAL SQUARE COMMUNI	THOMPSON ALEXIS 25% INT	646 WEST COMSTOCK AVE	WINTER PARK	FL 32789
FIGUEROA KRIZIA LIZ MATOS		865 W COMSTOCK AVE	WINTER PARK	FL 32789
HAINES DORIAH F	HAINES ETHEL MAE	851 W COMSTOCK AVE	WINTER PARK	FL 32789
CLEVELAND ARTHUR BYRON	CLEVELAND ROSEMARY	841 W COMSTOCK AVE	WINTER PARK	FL 32789
ONTIVERO CARLOS ALBERTO	GASQUET VERONICA	819 W COMSTOCK AVE	WINTER PARK	FL 32789
PINKNEY KATHY		817 W COMSTOCK AVE	WINTER PARK	FL 32789
MALDONADO BUCHANAN HEN	THOMAS TIANA ASHANTE LIFE	4630 S KIRKMAN RD UNIT 203	ORLANDO	FL 32811
RICH SCOTT MICHAEL LIFE EST	REM: SCOTT MICHAEL RICH LI	801 W COMSTOCK AVE	WINTER PARK	FL 32789
MAXWELL TAMEKA		507 S CAPEN AVE	WINTER PARK	FL 32789
LEARY STEVEN J		753 W CANTON AVE	WINTER PARK	FL 32789
FIGUEROA JENNIFER		754 W COMSTOCK AVE	WINTER PARK	FL 32789
VIGNETTI VIVIAN A		115 CLATTER BRIDGE RD	PONTE VEDRA	FL 32081
WALKER LINDA		794 W COMSTOCK AVE	WINTER PARK	FL 32789
814 W COMSTOCK AVE LLC		2128 PIEDMONT ST	ORLANDO	FL 32805
PERRY BETTY LINDA JOHNSON	JOHNSON BENJAMIN 1/9 INT	816 W COMSTOCK AVE	WINTER PARK	FL 32789
VINER TIMOTHY	VINER JENNIFER	840 W COMSTOCK AVE	WINTER PARK	FL 32789
WP1 LLC		PO BOX 1720	WINTER PARK	FL 32790
CVJCR PROPERTIES LTD LLLP		PO BOX 1720	WINTER PARK	FL 32790
CVJCR PROPERTIES LTD LLLP		1011 N WYMORE RD STE 100	WINTER PARK	FL 32789
LJK INVESTMENTS LLC		705 E MARKS ST	ORLANDO	FL 32803
RESTORE WINTER PARK LLC		118 W COMSTOCK AVE	WINTER PARK	FL 32789
BM FAIRBANKS LLC		1516 E COLONIAL DR STE 107	ORLANDO	FL 32803
FOCUSED STRATEGIES INC		1019 W FAIRBANKS AVE	WINTER PARK	FL 32789
CITY OF WINTER PARK		401 S PARK AVE	WINTER PARK	FL 32789
CITY OF WINTER PARK 1/2 INT	GREENBERG HAROLD L 1/2 INT	401 S PARK AVE	WINTER PARK	FL 32789
CENTRAL BANK		20701 BRUCE B DOWNS BLVD	TAMPA	FL 33647
HOLLER ROGER W III TR	HOLLER JULIETTE A TR	PO BOX 1720	WINTER PARK	FL 32790

LUMBER YARD LLC		600 NORTHLAKE BLVD STE 130 ALTAMONTE SPRING	FL 32701
AJZ LLC		660 ORANGE AVE	WINTER PARK FL 32789
DANN WARREN FRANKS AND MARY NELLE FRANKS REVOCABLE TRUST		7185 SUMMER ST	ENGLEWOOD FL 34224
ENTWINED CAPITAL LLC		PO BOX 580	WINTER PARK FL 32790
JBR GLOBAL HOLDINGS LLC		600 NORTHLAKE BLVD STE 130 ALTAMONTE SPRING	FL 32701
BRITANNIA SERVICES INC		2726 PEMBERTON DR	APOPKA FL 32703
ROLLINS COLLEGE		CAMPUS BOX 2715   1000 HOLLAND AVE	WINTER PARK FL 32789
ARBORS ON ARAGON CONDOMINIUM ASSOCIATION INC		1836 SUNNINGDALE CT	OVIEDO FL 32765
HIJAZ FADI S		915 ARAGON AVE	WINTER PARK FL 32789
RICE FRANCES		777 S DENNING DR UNIT B	WINTER PARK FL 32789
JASON AND ALISAN SMITH LIVING TRUST		755 S DENNING DR UNIT C	WINTER PARK FL 32789
JUSTICE MELODY HOPE	JUSTICE LINDA JOY	702 E 6TH ST	APOPKA FL 32703
BUSH JEFFREY C	BUSH LASHARN C	201 HUNTERS TRL	LONGWOOD FL 32779
PHIL KEAN REAL ESTATE LLC		912 W FAIRBANKS AVE	WINTER PARK FL 32789
PHIL KEAN DESIGNS INC 50% INTEREST	ARCHITECTURE BY PHIL KEAN	912 W FAIRBANKS AVE	WINTER PARK FL 32789
PKD STUDIO LLC 50% INTEREST	PHIL KEAN KITCHENS AND BATHS	912 W FAIRBANKS AVE	WINTER PARK FL 32789
1014 W FAIRBANKS HOLDINGS LLC		1014 W FAIRBANKS AVE	WINTER PARK FL 32789
SURFSIDE REALTY GROUP LLC		42 BOSTON POST RD E	MARLBOROUGH MA 01752
PETTY SHEA WALKER	PETTY SAMANTHA WOEHLER	915 N KENTUCKY AVE	WINTER PARK FL 32789
MCCLAIN KEITH A	MCCLAIN SONIA G	935 N KENTUCKY AVE	WINTER PARK FL 32789
PEREZ OLIVIER PHILLIPPE		947 N KENTUCKY AVE	WINTER PARK FL 32789
BARNARD BRIAN	BARNARD JANET	961 N KENTUCKY AVE	WINTER PARK FL 32789
CHRISTINE J BENSON TRUST		3362 SURREY DR	SALINE MI 48176
STEIN BRUCE C	STEIN SUZANNE R	1035 N KENTUCKY AVE	WINTER PARK FL 32789
PEREDES JULIO J		1045 N KENTUCKY AVE	WINTER PARK FL 32789
RAAA INVESTMENTS LLC		1437 LONG MEADOW WAY	WINDERMERE FL 34786
TRAVAGLINI NICHOLAS R		1040 N KENTUCKY AVE	WINTER PARK FL 32789
ST CLAIR STEPHEN M LIFE ESTATE	ST CLAIR CAROL LIFE ESTATE	1001 S KENTUCKY AVE	WINTER PARK FL 32789
SIEGFRIED STEVEN		1041 S KENTUCKY AVE	WINTER PARK FL 32789
OWENS DANA NICOLE		1003 S KENTUCKY AVE	WINTER PARK FL 32789
DUBOIS ROBERT E ESTATE		900 S KENTUCKY AVE	WINTER PARK FL 32789
CHAD BEARDEN AND TINA BEARDEN REVOCABLE TRUST		920 S KENTUCKY AVE	WINTER PARK FL 32789
GEERS MATTHEW JAMES	GEERS BRANDON MICHAEL	930 S KENTUCKY AVE	WINTER PARK FL 32789
ROBERTS JANNETT		940 S KENTUCKY AVE	WINTER PARK FL 32789
POLLOCK SANDRA L	WATSON CYNTHIA J	1408 BLUEBIRD PL	ORLANDO FL 32803
971 ARAGON AVE (RR REAL ESTATE LLC SERIES 1)		PO BOX 833	WINTER PARK FL 32790
SANFORD BARRY P		606 SAINT DUNSTAN WAY	WINTER PARK FL 32792
SCUPPER CORP		401 COUNTRY CLUB DR	WINTER PARK FL 32789
939 ARAGON LLC		2603 78TH AVE NE	MEDINA WA 98039
CROSTOWN LLC		504 98TH AVE NE	BELLEVUE WA 98004
OLSON GARY	QUINTANILLA VICKY	909 N KENTUCKY AVE	WINTER PARK FL 32789



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03/17/2026

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Credit Card Remit			\$69.42
Card Name: AMEX			
Account #: XXXXXXXXXXXX2032			
Approval #: 849818			
Transaction #: 437			
AID: A000000025010801 Contactless			
AL: AMERICAN EXPRESS			
PIN: Not Required			

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March 25, 2026

Allison McGillis, Planning & Zoning Director  
City of Winter Park  
401 Park Ave. South  
Winter Park, FL. 32789

RE: FBS South CUP (860 W Fairbanks Avenue) Community Meeting

Dear Allison,  
Please accept this recap of our Community Engagement Meeting as per Sec. 58-97. Community engagement.

The meeting highlights are as follows:

When: March 23, 2026, from 6:00 p.m. to 8:00 p.m.

Where: Winter Park Community Center (Cedar Room-B), 721 West New England Ave, Winter Park, FL 32789

Neighbors that attended: See attached Sign-in Sheet

Items Presented: See attached Power Point Presentation

Items Discussed: There were many items that were discussed at the meeting, including the following:

- Traffic from both vehicles and pedestrians was raised as a concern. 2 of the neighbors in attendance were interested in the Holt being closed to vehicular traffic. The development team let them know that this right of way is required for access, since the site access is not permitted on Denning or Fairbanks.
- There was concern about trash from the development and it was discussed that the proposed development would actually help reduce the amount of trash that could potentially be "blown off" the site, since it will now be better maintained.
- There was discussion about the OAO and the fact that the development could be much more dense and even contain a parking garage that would be permitted at 3-4 stories in height. There were many of the neighbors that were speaking very positively about this fact. They were happy to see the scale of the development and the fact that the buildings will be one story in height.
- Stormwater management was also discussed. The development team let the neighbors know that the runoff from this site will be greatly decreased. The site has 100% sheet flow to the surrounding right of ways and the proposed development will decrease both the impervious area and runoff, there will also be a significant amount of storage provided in a new onsite stormwater management system. We also discussed the community benefit agreement and the pond on the north side that the city will have access to that will also decrease stormwater runoff in the area.
- The development team also discussed the donation of right of way to the city that will allow for a turn lane on Fairbanks to help relieve traffic in the area.

Please feel free to contact me with questions or for additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bob Ziegenfuss'.

Bob Ziegenfuss, PE, LEED AP

**1201 E. Robinson St.  
Orlando, Florida 32801**

**Phone: (407) 271-8910**

# Sign-In Sheet

Date: 6/23/26



Meeting Purpose: Community Meeting for Conditional Use for a building over 10,000 sf and serving alcohol in conjunction with a Restaurant Use

Meeting Location: Winter Park Community Center (Cedar Room-B), 721 West New England Ave, Winter Park, FL 32789

Name (Please Print)	Phone # (Optional)	Questions
JASON HENDREN		
Sonia McClain		many
Keith McClain		
Ken Brown		
OLIVIER PEREZ		YES.
James Kieve		
Vicky D'Amico		<del>NO</del>
SRIAT		NO
<del>Chirag Kabrawala</del>		
CHIRAG Kabrawala		<del>NO</del> No
Arti Kafidas		No

**From:** [VICKY QUINTANILLA](#)  
**To:** [Allison McGillis; Planning](#)  
**Cc:** [Rene S.Cranis; Marty Sullivan; Craig Russell; Kristopher Cruzada; Warren Lindsey; bob@zdevelopmentservices.com; OLSON GARY](#)  
**Subject:** [EXTERNAL] Request to Postpone April 7 and April 22 Hearings – 860 W Fairbanks Ave (SOUTH) Due to Newly Disclosed Related Development at 872 W Comstock Ave (NORTH)  
**Date:** Wednesday, March 25, 2026 2:12:50 PM  
**Attachments:** [Orange Avenue Overlay District Subarea Map \(J and B\).pdf](#)  
[Original Community Notice \(as received\).pdf](#)  
[Revised Community Notice.pdf](#)

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Dear City of Winter Park Planning & Zoning Department and City Commissioners,

Please include this correspondence in the official record.

We, Vicky Quintanilla and Gary Olson of 909 North Kentucky Avenue, Winter Park, Florida, formally request that the April 7, 2026 Planning & Zoning hearing and the April 22, 2026 City Commission hearing for the **SOUTH project** be postponed.

We make this request because, at the March 23, 2026 community meeting, residents learned for the first time that the **SOUTH project (Orange Avenue Overlay Subarea J), located at 860 W Fairbanks Avenue, Winter Park, Florida 32789 (Parcel 05-22-30-9400-92-020)**, is tied to, contingent upon, or otherwise coordinated with a separate **NORTH project (Orange Avenue Overlay Subarea B), located at 872 W. Comstock Avenue (Parcel ID# 05-22-30-9400-72-052)**, which had not previously been disclosed to affected residents through any notice or community meeting.

Residents cannot participate meaningfully when one project is presented for review, a second related project is not disclosed, and the connection between them is revealed only at the community meeting.

That is the central problem. Residents were asked to evaluate one project, and only at the community meeting did it become clear that there are two related projects with combined impacts.

**SOUTH PROJECT (Orange Avenue Overlay Subarea J)**

860 W Fairbanks Avenue, Winter Park, Florida 32789  
Parcel 05-22-30-9400-92-020

**NORTH PROJECT (Orange Avenue Overlay Subarea B)**

872 W. Comstock Avenue  
Parcel ID# 05-22-30-9400-72-052

We were only notified about the SOUTH project. Based on that notice, we attended the March 23, 2026 community meeting. At that meeting,

residents learned for the first time that the SOUTH project is related to the NORTH project and that the NORTH project had already been progressing separately without being disclosed to affected residents before that meeting.

The original notice for the SOUTH project was also deficient and was only corrected after we requested clarification. The original notice did not include the City hearing dates and did not adequately describe the impacts on surrounding properties. This confirms that the notice did not initially satisfy the requirements of Sec. 58-97.

More specifically, the original SOUTH project notice did not:

- include the dates and times of the City public hearings
- adequately describe impacts including traffic, circulation, parking, noise, lighting, alcohol-related use, delivery activity, and hours of operation
- disclose the existence of a related NORTH project

We were never notified about the NORTH project at all.

A community meeting is not the place to first reveal that a noticed project is only part of a larger coordinated development. By the time residents attended the March 23, 2026 meeting, they should already have been given fair written notice of the true scope of what was being advanced.

If the SOUTH and NORTH projects are related, they should not be evaluated as though they are independent developments. Treating them as separate applications prevents meaningful evaluation of cumulative impacts and obscures the true scale and intensity of the overall development.

**Both projects are located within the Orange Avenue Overlay District but fall within different subareas, underscoring the need for coordinated review of their combined impacts rather than segmented evaluation of each project in isolation.**

That includes combined impacts related to traffic, circulation, parking demand, lighting, noise, delivery activity, alcohol-related use, hours of operation, buffering, and compatibility with adjacent residential properties.

At the March 23, 2026 community meeting, **it was disclosed that the NORTH project may already be approved or is in a significantly more advanced stage of zoning or permitting**, while the SOUTH project is only now being presented for public review. If that is accurate, it raises serious concerns. The NORTH project may have progressed through approvals without notice to directly affected residents, and the public is now being asked to evaluate the SOUTH project without understanding the full development context.

The sequencing also creates the appearance that one project is being used

to support, justify, or normalize the other.

The public should not be placed in a position where one component of a coordinated development is already approved or substantially advanced, while the related component is only then presented for public review.

This area also already has documented concerns. Prior to this proposal, I requested two traffic studies from the City of Winter Park for N. Kentucky Avenue, one in December 2022 and a second in February 2023. In addition, police have previously been called to our property due to individuals entering or taking items from our yard, and I have experienced a peeping incident at my window. These existing neighborhood conditions matter. Any proposal that may increase traffic, activity, late-hour presence, and alcohol-related use must be evaluated in full context, not in isolation.

At the community meeting, residents were also told that project materials were available on the City's website. Despite a diligent search, those materials could not be located. That further limited meaningful public participation and made it more difficult for affected residents to review the applications intelligently before the hearings.

### **Request for Action**

We respectfully request that the City **postpone the April 7, 2026 Planning & Zoning hearing and the April 22, 2026 City Commission hearing for the SOUTH project until the following issues are addressed:**

- The applicant states in writing, for the official record, whether the NORTH and SOUTH projects are related, coordinated, phased, contingent, or interdependent, and whether they share planning, infrastructure, access, circulation, parking, utilities, operational assumptions, or development sequencing
- The City provides, pursuant to Chapter 119, Florida Statutes, by email and in electronic format, all records related to both the NORTH and SOUTH projects, including but not limited to all applications, revisions, site plans, elevations, renderings, staff reports, traffic studies, parking analyses, lighting studies, noise analyses if any, correspondence, notices, mailing lists, affidavits, zoning approvals, permits, and records showing when project materials were posted or made available online
- The City confirms in writing the full zoning, permitting, and approval status of the NORTH project, including all approvals granted, all dates of approval, all hearings already held, and whether any approval referenced, anticipated, or depended on the SOUTH project
- New written notice is issued to all affected property owners for both the

NORTH and SOUTH projects simultaneously, clearly stating that the projects are related and must be evaluated together as one coordinated development with cumulative impacts

- That notice includes all hearing dates, times, and locations, together with written instructions stating exactly where and how the public can access the complete project files and supporting materials
- Updated and comprehensive studies are prepared evaluating both projects together as one coordinated development, including traffic, circulation, parking demand, lighting, noise, delivery activity, hours of operation, alcohol-related use, buffering, and compatibility with adjacent residences

Two projects that function as one development must be evaluated as one. Separate studies for what is effectively a coordinated project do not provide an accurate or fair basis for public review.

The public cannot be expected to comment intelligently on a project whose full scope was not disclosed until after the community meeting.

**Please confirm in writing:**

- whether the April 7, 2026 and April 22, 2026 hearings will be postponed
- whether new notice will be issued for both projects
- whether the relationship between the NORTH and SOUTH projects will be formally disclosed in writing
- when the complete project materials and records will be emailed to us

Respectfully,  
Vicky Quintanilla, LCSW, CAP  
Gary Olson, CLU, ChFC, MBA  
909 North Kentucky Avenue  
Winter Park, FL  
vizibara@yahoo.com  
407-949-2446

---

**Attachments:**

- Original Community Notice (as received)
- Revised Community Notice
- Orange Avenue Overlay District Subarea Map (J and B)

**From:** [VICKY QUINTANILLA](#)  
**To:** [Planning](#); [Allison McGillis](#)  
**Cc:** [Rene S.Cranis](#); [Marty Sullivan](#); [Craig Russell](#); [Kristopher Cruzada](#); [Warren Lindsey](#); [bob@zdevelopmentservices.com](#); [OLSON GARY](#); [Sheila DeCiccio](#)  
**Subject:** Re: [EXTERNAL] Request to Postpone April 7 and April 22 Hearings – 860 W Fairbanks Ave (SOUTH) Due to Newly Disclosed Related Development at 872 W Comstock Ave (NORTH)  
**Date:** Friday, March 27, 2026 1:06:43 AM  
**Attachments:** [Conditional use.pdf](#)  
[image005.png](#)  
[image006.png](#)  
[image003.png](#)  
[image004.png](#)  
[image002.png](#)

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Dear Allison,

Please include this correspondence in the official record for the April 7, 2026 Planning & Zoning Board hearing and the April 22, 2026 City Commission hearing.

We are writing in response to the City's March 26, 2026 written response regarding the relationship between the SOUTH project at 860 W. Fairbanks Avenue (Parcel 05-22-30-9400-92-020) and the NORTH project at 872 W. Comstock Avenue (Parcel 05-22-30-9400-72-052).

We are formally requesting a Motion for Continuance of both the April 7, 2026 P&Z hearing and the April 22, 2026 City Commission hearing for the reasons set forth below.

The City's March 26 response states that the only relationship between these projects is common ownership and that they "do not share infrastructure" and are not coordinated or interdependent.

That statement is not consistent with City Commission Agenda Item 13.b, dated August 28, 2024, prepared by Jeffrey Briggs and approved by City Manager Randy Knight. That document is attached.

The City's own agenda item establishes the following:

1. SHARED INFRASTRUCTURE: The Community Benefit Agreement specifies the donation of the properties at 882, 872, and 862 W. Comstock Avenue — including the NORTH parcel at 872 — for stormwater treatment of roadway and parking lot drainage associated with the Fairbanks Avenue development. The agenda item describes this as a regional stormwater and flood control retention area. The NORTH parcel is the stormwater infrastructure serving the SOUTH project.

2. FINANCIAL INTERDEPENDENCE: The City committed to waiving transportation impact fees for development at 860 W. Fairbanks Avenue — the SOUTH project — "in recognition of the aforementioned donations." Those donations are the Comstock parcels. The SOUTH project's approval

terms are directly contingent on the NORTH parcel donation.

3. JOINT EVALUATION: At the July 10, 2024 City Commission meeting, by a 5-0 vote, the vesting determination for Commercial (C-3) zoning was applied to both the Comstock parcels and 860 W. Fairbanks Avenue together, under the same Community Benefit Agreement. The NORTH and SOUTH parcels were evaluated jointly by the City Commission.

The NORTH and SOUTH projects share stormwater infrastructure, share an executed legal agreement, and were jointly evaluated and jointly vested by the City Commission. That is what the City's own documents show. The Planning Director's March 26 statement that these projects are independent is not consistent with the City's own August 28, 2024 report, which proves they are functionally and legally interdependent.

Evaluating the SOUTH project in isolation on April 7 — without disclosing this infrastructure relationship to the Planning & Zoning Board — does not provide decision-makers or the public with an accurate or complete picture of this development.

We also note that our address was excluded from the City's mailing list due to its confidential status under Chapter 119, Florida Statutes. As a direct result, we were not notified about the NORTH project at all, and we received inaccurate information about the relationship between these two projects in the City's official written response. The combination of deficient notice and an inaccurate characterization of the project relationship in the official record makes a continuance the only way to ensure our due process rights are protected.

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We request the following:

- That the April 7, 2026 P&Z hearing and April 22, 2026 City Commission hearing be continued until cumulative impact studies are completed and proper notice is issued reflecting the full scope of this development
- That this correspondence and City Commission Agenda Item 13.b be provided to the Planning & Zoning Board as part of the April 7, 2026 hearing materials
- That the City correct, in writing, its March 26 statement regarding shared

infrastructure and project interdependence

- That Records Request No. 26-634 include the fully executed Community Benefit Agreement, all legal descriptions of the donated Comstock parcels, and all City Commission materials from the July 10, 2024 vesting determination

Respectfully,

Vicky Quintanilla, LCSW, CAP  
Gary Olson, CLU, ChFC, MBA  
909 North Kentucky Avenue  
Winter Park, FL 32789  
vizibara@yahoo.com  
407-949-2446

Attachment: City Commission Agenda Item 13.b — August 28, 2024

On Thursday, March 26, 2026 at 02:24:59 PM EDT, Allison McGillis <amcgillis@cityofwinterpark.org> wrote:

Vicky,

Please see responses to your request below:


- The applicant states in writing, for the official record, whether the NORTH and SOUTH projects are related, coordinated, phased, contingent, or interdependent, and whether they share planning, infrastructure, access, circulation, parking, utilities, operational assumptions, or development sequencing – [The city cannot speak on behalf of the applicant. However, based on the submitted materials and city review, the only relationship between the NORTH and SOUTH projects is common ownership. The projects are not coordinated, phased, contingent, or interdependent, and they do not share infrastructure, access, circulation, parking, utilities, operational assumptions, or development sequencing. Each project is reviewed independently in accordance with applicable Land Development Code requirements. The NORTH project was also approved prior to the city's Community Meeting requirements.](#)
- The City provides, pursuant to Chapter 119, Florida Statutes, by email and in electronic format, all records related to both the NORTH and SOUTH projects, including but not limited to all applications, revisions, site plans, elevations, renderings, staff reports, traffic studies, parking analyses, lighting studies, noise analyses if any, correspondence, notices, mailing lists, affidavits, zoning approvals, permits, and records showing when project materials were posted or made available online – [The City Clerk's Office has initiated a public records request on your behalf. All responsive documents related to both the NORTH and SOUTH projects will be provided through Records Request No. 26-634, in accordance with Chapter 119, Florida Statutes. Furthermore, all the details surrounding the SOUTH project will be available when the P&Z Board agenda is posted next week.](#)

- The City confirms in writing the full zoning, permitting, and approval status of the NORTH project, including all approvals granted, all dates of approval, all hearings already held, and whether any approval referenced, anticipated, or depended on the SOUTH project – [The NORTH project received approval from the City Commission in 2023/2024 and is not dependent upon the SOUTH project. The only discussion referencing both projects occurred during the Commission’s vesting determination, which allowed each project to proceed under the underlying C-3 zoning rather than the OAO standards, again because they are in common ownership, in exchange for a Community Benefit Agreement that includes stormwater improvements and right-of-way dedication for Fairbanks Avenue improvements, as well as forfeiting certain entitlements related to height and development size. Beyond this policy determination, the projects were not evaluated as a single development.](#)
- New written notice is issued to all affected property owners for both the NORTH and SOUTH projects simultaneously, clearly stating that the projects are related and must be evaluated together as one coordinated development with cumulative impacts – [The projects are separate and are not processed or reviewed as a unified development. Therefore, combined noticing is not applicable. As previously stated, the NORTH project already received approval from the Commission.](#)
- That notice includes all hearing dates, times, and locations, together with written instructions stating exactly where and how the public can access the complete project files and supporting materials - [Required public notice was provided to all property owners within 500 feet, consistent with city requirements \(see attached\). Please note that your property address is classified as confidential under Chapter 119, Florida Statutes, and therefore was not included in the city’s mailing list. If you wish to receive future notices, you may request removal of this confidentiality designation through the Orange County Property Appraiser.](#)
- Updated and comprehensive studies are prepared evaluating both projects together as one coordinated development, including traffic, circulation, parking demand, lighting, noise, delivery activity, hours of operation, alcohol-related use, buffering, and compatibility with adjacent residences – [All application materials and supporting documentation submitted by the applicant for both projects will be included as part of Records Request No. 26-634. Furthermore, all the details surrounding the SOUTH project will be available when the P&Z Board agenda is posted next week.](#)

**Please confirm in writing:**

- whether the April 7, 2026 and April 22, 2026 hearings will be postponed – [Any decision to continue or postpone these hearings will be made by the Planning & Zoning Board and the City Commission, respectively, at the time of the scheduled meetings.](#)
- whether new notice will be issued for both projects [The NORTH project has already received final approval and is going through the city’s permitting process. Public notice requirements have been satisfied for both projects in accordance with city regulations. As noted above, your address was not included in the mailing due to its confidential status under Chapter 119, Florida Statutes.](#)
- whether the relationship between the NORTH and SOUTH projects will be formally disclosed in writing - [Please refer to the response above regarding the relationship between the NORTH and SOUTH projects.](#)
- when the complete project materials and records will be emailed to us - [All responsive documents will be provided through Records Request No. 26-634, and all documents related to the SOUTH project will be posted next week along with the P&Z Board agenda.](#)

Thank you, please let me know if you have any additional questions.

	<p><b>Allison McGillis</b> AICP          Director          Planning &amp; Zoning</p>
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Under Florida law, email addresses and written correspondence with the city become public record and must be made available to the public and media upon request (unless otherwise exempt). If you do not want your email address to be public record, please contact our office by phone.

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**From:** VICKY QUINTANILLA <[vizibara@yahoo.com](mailto:vizibara@yahoo.com)>  
**Sent:** Wednesday, March 25, 2026 2:12 PM  
**To:** Allison McGillis <[amcgillis@cityofwinterpark.org](mailto:amcgillis@cityofwinterpark.org)>; Planning <[planning@cityofwinterpark.org](mailto:planning@cityofwinterpark.org)>  
**Cc:** Rene S Cranis <[RCranis@cityofwinterpark.org](mailto:RCranis@cityofwinterpark.org)>; Marty Sullivan <[MSullivan@cityofwinterpark.org](mailto:MSullivan@cityofwinterpark.org)>; Craig Russell <[crussell@cityofwinterpark.org](mailto:crussell@cityofwinterpark.org)>; Kristopher Cruzada <[kcruzada@cityofwinterpark.org](mailto:kcruzada@cityofwinterpark.org)>; Warren Lindsey <[wlindsey@cityofwinterpark.org](mailto:wlindsey@cityofwinterpark.org)>; bob@zdevelopmentservices.com; OLSON GARY <[garyolson@allstate.com](mailto:garyolson@allstate.com)>  
**Subject:** [EXTERNAL] Request to Postpone April 7 and April 22 Hearings – 860 W Fairbanks Ave (SOUTH) Due to Newly Disclosed Related Development at 872 W Comstock Ave (NORTH)

Dear City of Winter Park Planning & Zoning Department and City Commissioners,

Please include this correspondence in the official record.

We, Vicky Quintanilla and Gary Olson of 909 North Kentucky Avenue, Winter Park, Florida, formally request that the April 7, 2026 Planning & Zoning hearing and the April 22, 2026 City Commission hearing for the **SOUTH project** be postponed.

We make this request because, at the March 23, 2026 community meeting, residents learned for the first time that the **SOUTH project (Orange Avenue Overlay Subarea J), located at 860 W Fairbanks Avenue, Winter Park, Florida 32789 (Parcel 05-22-30-9400-92-020)**, is tied to, contingent upon, or otherwise coordinated with a separate **NORTH project (Orange Avenue Overlay Subarea B), located at 872 W. Comstock Avenue (Parcel ID# 05-22-30-9400-72-052)**, which had not previously been disclosed to affected residents through any notice or community meeting.

Residents cannot participate meaningfully when one project is presented for review, a second related project is not disclosed, and the connection between them is revealed only at the community meeting.

That is the central problem. Residents were asked to evaluate one project, and only at the community meeting did it become clear that there are two related projects with combined impacts.

**SOUTH PROJECT (Orange Avenue Overlay Subarea J)**

860 W Fairbanks Avenue, Winter Park, Florida 32789

Parcel 05-22-30-9400-92-020

**NORTH PROJECT (Orange Avenue Overlay Subarea B)**

872 W. Comstock Avenue

Parcel ID# 05-22-30-9400-72-052

We were only notified about the SOUTH project. Based on that notice, we attended the March 23, 2026 community meeting. At that meeting, residents learned for the first time that the SOUTH project is related to the NORTH project and that the NORTH project had already been progressing separately without being disclosed to affected residents before that meeting.

The original notice for the SOUTH project was also deficient and was only corrected after we requested clarification. The original notice did not include the City hearing dates and did not adequately describe the impacts on surrounding properties. This confirms that the notice did not initially satisfy the requirements of Sec. 58-97.

More specifically, the original SOUTH project notice did not:

- include the dates and times of the City public hearings
- adequately describe impacts including traffic, circulation, parking, noise, lighting, alcohol-related use, delivery activity, and hours of operation
- disclose the existence of a related NORTH project

We were never notified about the NORTH project at all.

A community meeting is not the place to first reveal that a noticed project is only part of a larger coordinated development. By the time residents attended the March 23, 2026 meeting, they should already have been given fair written notice of the true scope of what was being advanced.

If the SOUTH and NORTH projects are related, they should not be evaluated as though they are independent developments. Treating them as separate applications prevents meaningful evaluation of cumulative impacts and obscures the true scale and intensity of the overall development.

**Both projects are located within the Orange Avenue Overlay District but fall within different subareas, underscoring the need for coordinated review of their combined impacts rather than segmented evaluation of each project in isolation.**

That includes combined impacts related to traffic, circulation, parking demand, lighting, noise, delivery activity, alcohol-related use, hours of operation, buffering, and compatibility with adjacent residential properties.

At the March 23, 2026 community meeting, **it was disclosed that the NORTH project may already be approved or is in a significantly more advanced stage of zoning or permitting**, while the SOUTH project is only now being presented for

public review. If that is accurate, it raises serious concerns. The NORTH project may have progressed through approvals without notice to directly affected residents, and the public is now being asked to evaluate the SOUTH project without understanding the full development context.

The sequencing also creates the appearance that one project is being used to support, justify, or normalize the other.

The public should not be placed in a position where one component of a coordinated development is already approved or substantially advanced, while the related component is only then presented for public review.

This area also already has documented concerns. Prior to this proposal, I requested two traffic studies from the City of Winter Park for N. Kentucky Avenue, one in December 2022 and a second in February 2023. In addition, police have previously been called to our property due to individuals entering or taking items from our yard, and I have experienced a peeping incident at my window. These existing neighborhood conditions matter. Any proposal that may increase traffic, activity, late-hour presence, and alcohol-related use must be evaluated in full context, not in isolation.

At the community meeting, residents were also told that project materials were available on the City's website. Despite a diligent search, those materials could not be located. That further limited meaningful public participation and made it more difficult for affected residents to review the applications intelligently before the hearings.

#### **Request for Action**

We respectfully request that the City **postpone the April 7, 2026 Planning & Zoning hearing and the April 22, 2026 City Commission hearing for the SOUTH project until the following issues are addressed:**

- The applicant states in writing, for the official record, whether the NORTH and SOUTH projects are related, coordinated, phased, contingent, or interdependent, and whether they share planning, infrastructure, access, circulation, parking, utilities, operational assumptions, or development sequencing
- The City provides, pursuant to Chapter 119, Florida Statutes, by email and in electronic format, all records related to both the NORTH and SOUTH projects, including but not limited to all applications, revisions, site plans, elevations, renderings, staff reports, traffic studies, parking analyses, lighting studies, noise analyses if any, correspondence, notices, mailing lists, affidavits, zoning approvals, permits, and records showing when project materials were posted or made available online
- The City confirms in writing the full zoning, permitting, and approval status of the NORTH project, including all approvals granted, all dates of approval, all hearings already held, and whether any approval referenced, anticipated, or depended on the SOUTH project
- New written notice is issued to all affected property owners for both the NORTH and SOUTH projects simultaneously, clearly stating that the projects are related and must be evaluated together as one coordinated development with cumulative impacts
- That notice includes all hearing dates, times, and locations, together with written instructions stating exactly where and how the public can access the complete project files and supporting materials
- Updated and comprehensive studies are prepared evaluating both projects together as one coordinated

development, including traffic, circulation, parking demand, lighting, noise, delivery activity, hours of operation, alcohol-related use, buffering, and compatibility with adjacent residences

Two projects that function as one development must be evaluated as one. Separate studies for what is effectively a coordinated project do not provide an accurate or fair basis for public review.

The public cannot be expected to comment intelligently on a project whose full scope was not disclosed until after the community meeting.

**Please confirm in writing:**

- whether the April 7, 2026 and April 22, 2026 hearings will be postponed
- whether new notice will be issued for both projects
- whether the relationship between the NORTH and SOUTH projects will be formally disclosed in writing
- when the complete project materials and records will be emailed to us

Respectfully,  
Vicky Quintanilla, LCSW, CAP  
Gary Olson, CLU, ChFC, MBA  
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Winter Park, FL  
[vizibara@yahoo.com](mailto:vizibara@yahoo.com)  
407-949-2446

---

**Attachments:**

- Original Community Notice (as received)
- Revised Community Notice
- Orange Avenue Overlay District Subarea Map (J and B)

**From:** [Allison McGillis](#)  
**To:** [VICKY QUINTANILLA](#); [Planning](#)  
**Cc:** [Rene S.Cranis](#); [Marty Sullivan](#); [Craig Russell](#); [Kristopher Cruzada](#); [Warren Lindsey](#); [bob@zdevelopmentsservices.com](#); [OLSON GARY](#); [Sheila DeCiccio](#)  
**Subject:** RE: [EXTERNAL] Request to Postpone April 7 and April 22 Hearings – 860 W Fairbanks Ave (SOUTH) Due to Newly Disclosed Related Development at 872 W Comstock Ave (NORTH)  
**Date:** Friday, March 27, 2026 8:16:00 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)

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Please see responses below:

- That the April 7, 2026 P&Z hearing and April 22, 2026 City Commission hearing be continued until cumulative impact studies are completed and proper notice is issued reflecting the full scope of this development - [Any decision to continue or postpone these hearings will be made by the Planning & Zoning Board and the City Commission, respectively, at the time of the scheduled meetings.](#)
- That this correspondence and City Commission Agenda Item 13.b be provided to the Planning & Zoning Board as part of the April 7, 2026 hearing materials – [This correspondence, along with the relevant history of the former RV properties, will be included in the Planning & Zoning Board materials as part of the April 7, 2026 hearing. Many current P&Z Board members and Commissioners were in office at the time of prior approvals, and staff is not omitting any relevant historical context. Not sure why you are inferring that. My intent is to ensure that all relevant historical context is fully provided for consideration.](#)
- That the City correct, in writing, its March 26 statement regarding shared infrastructure and project interdependence – [Each project is designed to function independently, with its own supporting infrastructure. The City Commission’s approval of the NORTH project was based on its ability to operate independently. The two projects do not share stormwater systems, parking, or other critical infrastructure components, and the development of one is not dependent on the construction of the other. The NORTH project has already proceeded into the permitting phase. Additionally, stormwater associated with the SOUTH project does not drain toward the NORTH project, and the additional stormwater capacity provided within the NORTH project is intended to address runoff from areas north of Fairbanks Avenue.](#)
- That Records Request No. 26-634 include the fully executed Community Benefit Agreement, all legal descriptions of the donated Comstock parcels, and all City Commission materials from the July 10, 2024 vesting determination – [Yes, I stated previously that all the materials will be included in the records request.](#)

[Thank you for your interest in this project. I am happy to provide any](#)

additional information or clarification as needed, as the full context will become clearer upon review of all related materials.

 <p>City of Winter Park 401 Park Ave. South Winter Park, FL. 32789 <a href="http://cityofwinterpark.org">cityofwinterpark.org</a></p>	<p><b>Allison McGillis</b> AICP Director Planning &amp; Zoning</p> <p>407.599.3665</p>
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**Sent:** Friday, March 27, 2026 1:05 AM  
**To:** Planning <planning@cityofwinterpark.org>; Allison McGillis <amcgillis@cityofwinterpark.org>  
**Cc:** Rene S Cranis <RCranis@cityofwinterpark.org>; Marty Sullivan <msullivan@cityofwinterpark.org>; Craig Russell <crussell@cityofwinterpark.org>; Kristopher Cruzada <kcruzada@cityofwinterpark.org>; Warren Lindsey <wlindsey@cityofwinterpark.org>; bob@zdevelopmentservices.com; OLSON GARY <garyolson@allstate.com>; Sheila DeCiccio <SDeCiccio@cityofwinterpark.org>  
**Subject:** Re: [EXTERNAL] Request to Postpone April 7 and April 22 Hearings – 860 W Fairbanks Ave (SOUTH) Due to Newly Disclosed Related Development at 872 W Comstock Ave (NORTH)

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Respectfully,

Vicky Quintanilla, LCSW, CAP  
Gary Olson, CLU, ChFC, MBA  
909 North Kentucky Avenue  
Winter Park, FL 32789  
[vizibara@yahoo.com](mailto:vizibara@yahoo.com)  
407-949-2446

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Thank you, please let me know if you have any additional questions.

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**Sent:** Wednesday, March 25, 2026 2:12 PM  
**To:** Allison McGillis <[amcgillis@cityofwinterpark.org](mailto:amcgillis@cityofwinterpark.org)>; Planning <[planning@cityofwinterpark.org](mailto:planning@cityofwinterpark.org)>  
**Cc:** Rene S Cranis <[RCranis@cityofwinterpark.org](mailto:RCranis@cityofwinterpark.org)>; Marty Sullivan <[MSullivan@cityofwinterpark.org](mailto:MSullivan@cityofwinterpark.org)>; Craig Russell <[crussell@cityofwinterpark.org](mailto:crussell@cityofwinterpark.org)>; Kristopher Cruzada <[kcruzada@cityofwinterpark.org](mailto:kcruzada@cityofwinterpark.org)>; Warren Lindsey <[wlindsey@cityofwinterpark.org](mailto:wlindsey@cityofwinterpark.org)>; [bob@zdevelopmentservices.com](mailto:bob@zdevelopmentservices.com); OLSON GARY <[garyolson@allstate.com](mailto:garyolson@allstate.com)>  
**Subject:** [EXTERNAL] Request to Postpone April 7 and April 22 Hearings – 860 W Fairbanks Ave (SOUTH) Due to Newly Disclosed Related Development at 872 W Comstock Ave (NORTH)

Dear City of Winter Park Planning & Zoning Department and City Commissioners,

Please include this correspondence in the official record.

We, Vicky Quintanilla and Gary Olson of 909 North Kentucky Avenue, Winter Park, Florida, formally request that the April 7, 2026 Planning & Zoning hearing and the

April 22, 2026 City Commission hearing for the **SOUTH project** be postponed.

We make this request because, at the March 23, 2026 community meeting, residents learned for the first time that the **SOUTH project (Orange Avenue Overlay Subarea J), located at 860 W Fairbanks Avenue, Winter Park, Florida 32789 (Parcel 05-22-30-9400-92-020)**, is tied to, contingent upon, or otherwise coordinated with a separate **NORTH project (Orange Avenue Overlay Subarea B), located at 872 W. Comstock Avenue (Parcel ID# 05-22-30-9400-72-052)**, which had not previously been disclosed to affected residents through any notice or community meeting.

Residents cannot participate meaningfully when one project is presented for review, a second related project is not disclosed, and the connection between them is revealed only at the community meeting.

That is the central problem. Residents were asked to evaluate one project, and only at the community meeting did it become clear that there are two related projects with combined impacts.

**SOUTH PROJECT (Orange Avenue Overlay Subarea J)**  
860 W Fairbanks Avenue, Winter Park, Florida 32789  
Parcel 05-22-30-9400-92-020

**NORTH PROJECT (Orange Avenue Overlay Subarea B)**  
872 W. Comstock Avenue  
Parcel ID# 05-22-30-9400-72-052

We were only notified about the SOUTH project. Based on that notice, we attended the March 23, 2026 community meeting. At that meeting, residents learned for the first time that the SOUTH project is related to the NORTH project and that the NORTH project had already been progressing separately without being disclosed to affected residents before that meeting.

The original notice for the SOUTH project was also deficient and was only corrected after we requested clarification. The original notice did not include the City hearing dates and did not adequately describe the impacts on surrounding properties. This confirms that the notice did not initially satisfy the requirements of Sec. 58-97.

More specifically, the original SOUTH project notice did not:

- include the dates and times of the City public hearings
- adequately describe impacts including traffic, circulation, parking, noise, lighting, alcohol-related use, delivery activity, and hours of operation
- disclose the existence of a related NORTH project

We were never notified about the NORTH project at all.

A community meeting is not the place to first reveal that a noticed project is only part of a larger coordinated development. By the time residents attended the March 23, 2026 meeting, they should already have been given fair written notice of the true scope of what was being advanced.

If the SOUTH and NORTH projects are related, they should not be evaluated as though they are independent developments. Treating them as separate applications prevents meaningful evaluation of cumulative impacts and obscures the true scale and intensity of the overall development.

**Both projects are located within the Orange Avenue Overlay District but fall within different subareas, underscoring the need for coordinated review of their combined impacts rather than segmented evaluation of each project in isolation.**

That includes combined impacts related to traffic, circulation, parking demand, lighting, noise, delivery activity, alcohol-related use, hours of operation, buffering, and compatibility with adjacent residential properties.

At the March 23, 2026 community meeting, **it was disclosed that the NORTH project may already be approved or is in a significantly more advanced stage of zoning or permitting**, while the SOUTH project is only now being presented for public review. If that is accurate, it raises serious concerns. The NORTH project may have progressed through approvals without notice to directly affected residents, and the public is now being asked to evaluate the SOUTH project without understanding the full development context.

The sequencing also creates the appearance that one project is being used to support, justify, or normalize the other.

The public should not be placed in a position where one component of a coordinated development is already approved or substantially advanced, while the related component is only then presented for public review.

This area also already has documented concerns. Prior to this proposal, I requested two traffic studies from the City of Winter Park for N. Kentucky Avenue, one in December 2022 and a second in February 2023. In addition, police have previously been called to our property due to individuals entering or taking items from our yard, and I have experienced a peeping incident at my window. These existing neighborhood conditions matter. Any proposal that may increase traffic, activity, late-hour presence, and alcohol-related use must be evaluated in full context, not in isolation.

At the community meeting, residents were also told that project materials were available on the City's website. Despite a diligent search, those materials could not be located. That further limited meaningful public participation and made it more difficult for affected residents to review the applications intelligently before the hearings.

#### **Request for Action**

We respectfully request that the City **postpone the April 7, 2026 Planning & Zoning hearing and the April 22, 2026 City Commission hearing for the SOUTH project until the following issues are addressed:**

- The applicant states in writing, for the official record, whether the NORTH and SOUTH projects are

related, coordinated, phased, contingent, or interdependent, and whether they share planning, infrastructure, access, circulation, parking, utilities, operational assumptions, or development sequencing

- The City provides, pursuant to Chapter 119, Florida Statutes, by email and in electronic format, all records related to both the NORTH and SOUTH projects, including but not limited to all applications, revisions, site plans, elevations, renderings, staff reports, traffic studies, parking analyses, lighting studies, noise analyses if any, correspondence, notices, mailing lists, affidavits, zoning approvals, permits, and records showing when project materials were posted or made available online
- The City confirms in writing the full zoning, permitting, and approval status of the NORTH project, including all approvals granted, all dates of approval, all hearings already held, and whether any approval referenced, anticipated, or depended on the SOUTH project
- New written notice is issued to all affected property owners for both the NORTH and SOUTH projects simultaneously, clearly stating that the projects are related and must be evaluated together as one coordinated development with cumulative impacts
- That notice includes all hearing dates, times, and locations, together with written instructions stating exactly where and how the public can access the complete project files and supporting materials
- Updated and comprehensive studies are prepared evaluating both projects together as one coordinated development, including traffic, circulation, parking demand, lighting, noise, delivery activity, hours of operation, alcohol-related use, buffering, and compatibility with adjacent residences

Two projects that function as one development must be evaluated as one. Separate studies for what is effectively a coordinated project do not provide an accurate or fair basis for public review.

The public cannot be expected to comment intelligently on a project whose full scope was not disclosed until after the community meeting.

**Please confirm in writing:**

- whether the April 7, 2026 and April 22, 2026 hearings will be postponed
- whether new notice will be issued for both projects
- whether the relationship between the NORTH and SOUTH projects will be formally disclosed in writing
- when the complete project materials and records will be emailed to us

Respectfully,  
Vicky Quintanilla, LCSW, CAP  
Gary Olson, CLU, ChFC, MBA  
909 North Kentucky Avenue  
Winter Park, FL  
[vizibara@yahoo.com](mailto:vizibara@yahoo.com)  
407-949-2446

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**Attachments:**

- Original Community Notice (as received)
- Revised Community Notice
- Orange Avenue Overlay District Subarea Map (J and B)





**item type**

Public Hearings: Quasi-Judicial Matters

**meeting date**

May 27, 2026

**prepared by**

**approved by**

Randy Knight, City Manager

**subject**

CU #26-03. Request of El Car Wash Florida, LLC for: Conditional Use approval to construct a new, 3,700 square foot automated car wash facility at 2011 Aloma Avenue and 416 Lander Road, zoned C-3. **The applicant has requested to table this item until June 25, 2026.**

**motion | recommendation**

**background**

**alternatives | other considerations**

**fiscal impact**

**attachments**

None



**item type**

Public Hearings: Quasi-Judicial Matters

**meeting date**

May 27, 2026

**prepared by**

Allison McGillis, Director of Planning and Zoning

**approved by**

Kim Breland, Deputy City Clerk

**subject**

Ordinance 3366-26 - amending Chapter 58, "Land Development Code", Article III, "Zoning" Section 58-79 "Public and Quasi-Public (PQP) District", to add a new permitted use for detached single-family dwelling units developed in accordance with the R-1A development standards set forth in Section 58-65(f). (2nd Reading after revisions).

**motion | recommendation**

P&Z Board recommendation is for approval.

**background**

**UPDATE** from 5/13 - language added limiting ordinance to apply only to Orange County Public School properties.

**REVISED:** Codification, severability and conflict sections have been revised as a result of discussion and motion made on first reading.

This proposed amendment to the Public and Quasi-Public (PQP) zoning district is prompted by an opportunity for the Orange County School Board to partner with Habitat for Humanity to develop single-family homes on the northern portion of the former Orange Technical College property located at 901 W. Webster Avenue. A conceptual sketch illustrating the proposed single-family lot layout has been prepared for discussion purposes and is attached. The subject property is currently zoned PQP, which does not permit residential uses except as accessory accommodations to permitted institutional uses, such as dormitories, hospital beds, nursing homes, and assisted living facilities. Earlier this year, Habitat for Humanity and the Orange County School Board presented this partnership concept to the City Commission, which expressed support for a text amendment to facilitate the provision of affordable housing for teachers and school staff. Accordingly, the proposed amendment would introduce a new permitted use within the PQP district to allow detached single-family dwelling units, provided they are developed in accordance with the R-1A development standards set forth in Section 58-65(f) of the code.

## **alternatives | other considerations**

### **fiscal impact**

### **attachments**

1. Ordinance 3366-66 PQP Permitted Uses Addition Revised 5.14.26
2. Business Impact Estimate
3. OCPS Partnership Map

**ORDINANCE NO. 3366-26**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" SECTION 58-79 "PUBLIC AND QUASI-PUBLIC (PQP) DISTRICT", TO ADD A NEW PERMITTED USE FOR DETACHED SINGLE-FAMILY DWELLING UNITS DEVELOPED IN ACCORDANCE WITH THE R-1A DEVELOPMENT STANDARDS SET FORTH IN SECTION 58-65(F) LIMITED TO ORANGE COUNTY PUBLIC SCHOOL PROPERTIES, PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

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

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

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

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

**SECTION 1.** That Chapter 58 "Land Development Code", Article III, "Zoning" of the Code of Ordinances, Section 58-79 "Public and Quasi-Public (PQP)" is hereby amended as shown below (underlined language are additions; ~~stricken through~~ language are deletions; subsections not included are not being modified):

**Sec. 58-79. Public and Quasi-Public (PQP) district.**

(b) *Permitted uses.* The following buildings or uses and additions thereto are permitted uses:

- (9) Detached single-family dwelling units developed in accordance with the R-1A development standards set forth in Section 58-65(f) limited to Orange County Public School properties.

**SECTION 2. CODIFICATION.** Section 1 of this Ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, subsection number, letter, and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and other similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance or City Code may be made.

**SECTION 3. SEVERABILITY.** The provisions of this Ordinance are declared to be separable and if any section, paragraph, sentence or word of this Ordinance or the application thereto any person or circumstance is held invalid, that invalidity shall not affect other sections or words or applications of this Ordinance. If any part of this Ordinance is found to be preempted or otherwise superseded, the remainder shall nevertheless be given full force and effect to the extent permitted by the severance of such preempted or superseded part.

**SECTION 4. CONFLICTS.** If any ordinance or part thereof is in conflict herewith, this Ordinance shall control to the extent of the conflict.

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

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida held in City Hall, Winter Park, on this \_\_\_ day of \_\_\_\_\_, 2026.

By: \_\_\_\_\_  
Mayor Sheila DeCiccio

ATTEST:

By: \_\_\_\_\_  
Rene Cranis, City Clerk

# City of Winter Park, Florida Business Impact Estimate

Posted Date: \_\_\_\_\_

Proposed ordinance's title/reference:

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" SECTION 58-79 "PUBLIC AND QUASI-PUBLIC (PQP) DISTRICT", TO ADD A NEW PERMITTED USE FOR DETACHED SINGLE-FAMILY DWELLING UNITS DEVELOPED IN ACCORDANCE WITH THE R-1A DEVELOPMENT STANDARDS SET FORTH IN SECTION 58-65(F), PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

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.<sup>1</sup> 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;

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

- 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.

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

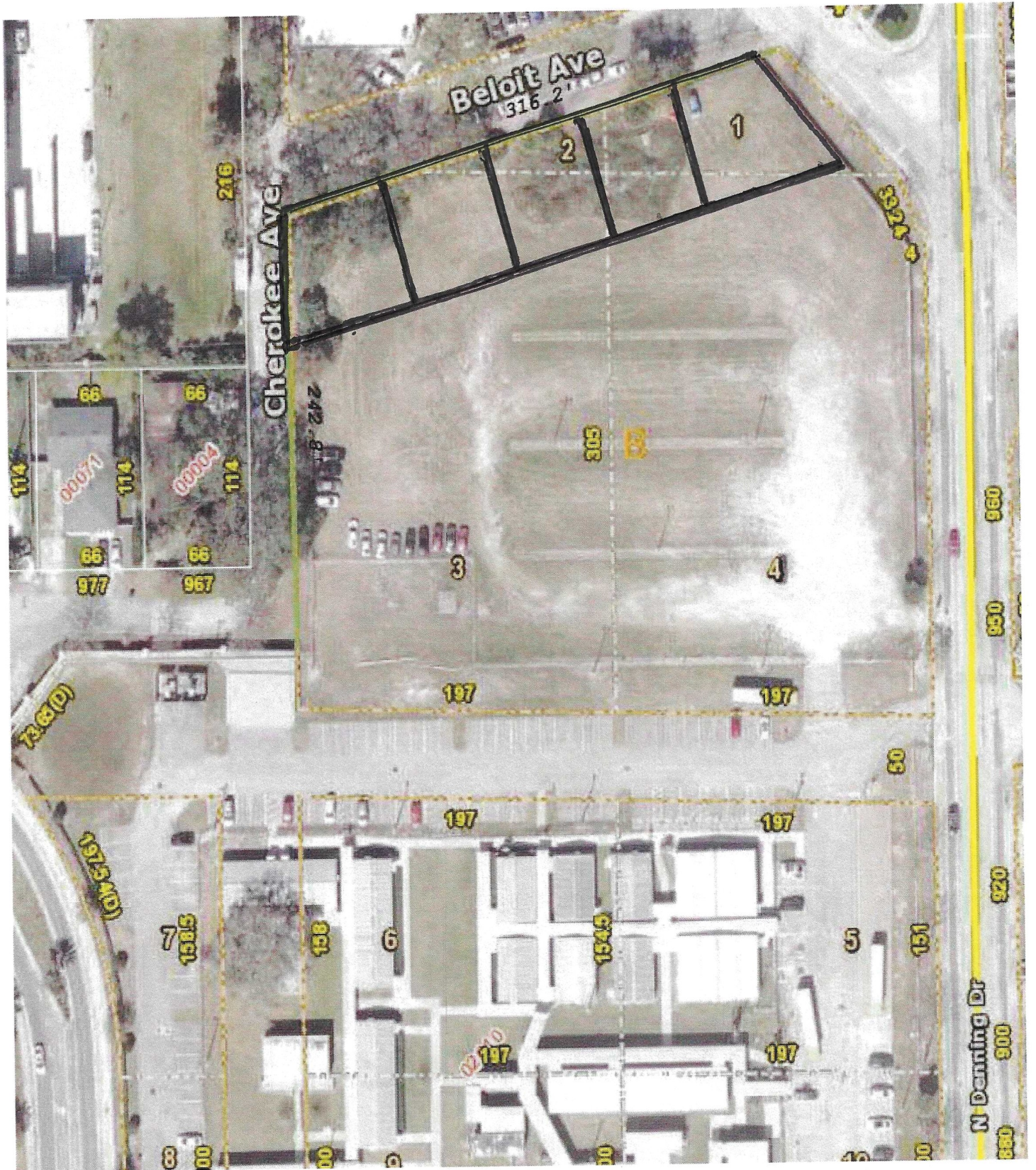
1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): This ordinance arises from an opportunity for the Orange County School Board to partner with Habitat for Humanity to develop single-family homes on the northern portion of the former Orange Technical College property located at 901 W. Webster Avenue. The property is currently zoned Public and Quasi-Public (PQP), which does not allow residential development except as accommodations associated with permitted institutional uses, such as college dormitories, hospital beds, nursing homes, or assisted living facilities. This ordinance proposes a zoning text amendment to the PQP district to add a new permitted use allowing detached single-family dwelling units developed in accordance with the R-1A development standards established in Section 58-65(f) of the City Code, specifically to facilitate this affordable housing partnership.

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; None  
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and None  
(c) An estimate of the City of Winter Park regulatory costs, including estimated revenues from any new charges or fees to cover such costs. None

If any of the above are applicable, please explain: None, this Ordinance does not affect businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None, this Ordinance does not affect businesses.

4. Additional information the governing body deems useful (if any): This Ordinance does not affect businesses.





**item type**

Public Hearings: Non Quasi-Judicial Matters

**meeting date**

May 27, 2026

**prepared by**

Victoria Tabor, Administrative Coordinator IV

**approved by**

Randy Knight, City Manager

**subject**

Ordinance adopting the Second Amendment and extending the Solid Waste and Recyclables Collection Franchise Agreement between the City and Waste Pro of Florida, Inc. (1st Reading)

**motion | recommendation**

Extend the franchise agreement, with agreed upon modifications, for five years.

**background**

Waste Pro has provided solid waste services to the City of Winter Park under the existing contract for ten years. Their contract was structured as a seven-year term with an additional option of 3 years for renewal. In the last couple of years, the global economy has seen significant changes in cost structure, and the solid waste services industry has been hit with higher labor costs, labor availability, vehicle costs, and fuel inflation. Waste Pro has asked the city to activate the 5-year extension on the contract with no rate increases other than the CPI adjustments capped at 3%. Solid waste services are a pass-through cost, so these cost increases would be borne by the end consumer. Over the last ten years, solid waste customers in Winter Park have benefited from a cost inflation structure that contractually limited increases with a cap of 3% for CPI adjustments.

The City Commission in 2023 discussed the modifications requested by Waste Pro and approved a three-year extension and also discussed the opportunity to revise the contract to a seven-year extension with the addition of CNG (natural gas) trucks during the March 8th, 2023 Commission Meeting. This current amendment includes CNG fleet vehicle enhancement among others. Staff recommends approving the five-year extension to continue to provide services without the risk of a significant rate change as seen in the cost comparison market evaluation conducted.

**alternatives | other considerations**

## **fiscal impact**

### **attachments**

1. Ordinance Approving Second Amendment and Extension to Waste Pro Contract
2. 2026 contract second amendment
3. Business Impact Estimate Waste Pro Franchise
4. Presentation - 2026 Solid Waste and Recyclables Collection Agreement

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF WINTER PARK,  
FLORIDA ADOPTING A SECOND AMENDMENT TO  
THE SOLID WASTE AND RECYCLABLES  
COLLECTION FRANCHISE AGREEMENT BETWEEN  
THE CITY OF WINTER PARK AND WASTE PRO OF  
FLORIDA, INC. TO EXTEND THE TERM OF THE  
AGREEMENT AND MAKE OTHER AMENDMENTS;  
AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Winter Park, Florida (the "City") entered into a Solid Waste and Recyclables Collection Franchise Agreement Between the City and Waste Pro of Florida, Inc. (the "Agreement"), which requires Waste Pro to collect certain types of Solid Waste and Recyclable Materials for the City for an initial seven (7) year term commencing on October 31, 2016 and terminating on October 29, 2023; and

**WHEREAS**, the Agreement was approved by City of Winter Park Ordinance 3042-16; and

**WHEREAS**, on September 27, 2023, the City Commission adopted Ordinance 3285-23 approving an Amendment to the Agreement that provided, among other things, for a three year extension of the initial term of the Agreement with a new termination date of October 29, 2026; and

**WHEREAS**, the City and Waste Pro of Florida, Inc. desire to further extend the term of the Agreement for five additional years to October 30, 2031, and to execute a Second Amendment to the Agreement concerning the same and making amendments to incorporate additional commitments made by Waste Pro of Florida, Inc.; and

**WHEREAS**, the City finds that the provisions in the attached Second Amendment will promote the public health, safety, and welfare, and are in the public interest; and

**WHEREAS**, the City, pursuant to the authority granted by Article VIII, Section 2, Florida Constitution (1968, as amended), Section 166.021, Florida Statutes, Section 180.14, Florida Statutes, and Chapter 403, Part IV, Florida Statutes, may grant to private companies or corporations the privilege or franchise for the collection and disposal of solid waste, other waste, and recyclable material for such term of years and upon such conditions and limitations as may be deemed expedient and for the best interest of the City; and

**WHEREAS**, Section 2.11(b)(4) of the Charter of the City authorizes the granting, renewing or extending of a franchise; and

**WHEREAS**, after due and proper review, evaluation, and consideration of this amendment submitted, the city finds that it is expedient and in the best interest of the City to adopt the attached Amendment of Solid Waste and Recyclables Collection Franchise ("Franchisee"), for the collection and delivery for disposal of solid waste, yard waste, bulk waste, recyclables, and construction and demolition debris (collectively "Waste") from residents, businesses, and other entities within the municipal boundaries of the City.

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

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this Ordinance as the findings of the Winter Park City Commission.

**Section 2. Second Amendment of Franchise Agreement.** The City of Winter Park hereby approves the further 5-year extension of the Agreement and other modifications by way of the Second Amendment of Solid Waste and Recyclables Collection Franchise Agreement between the City of Winter Park and Waste Pro of Florida, attached hereto and incorporated herein as **Exhibit "A"** (the "Second Amendment"). The Mayor and City Clerk are hereby authorized to execute the Second Amendment on behalf of the City of Winter Park.

**Section 3. Effective Date.** This Ordinance shall take effect immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF WINTER PARK

\_\_\_\_\_  
Shelia DeCiccio, Mayor

Attest:

\_\_\_\_\_  
Rene Cranis, City Clerk

## EXHIBIT A

# SECOND AMENDMENT OF SOLID WASTE AND RECYCLABLES COLLECTION FRANCHISE AGREEMENT BETWEEN CITY OF WINTER PARK AND WASTE PRO OF FLORIDA, INC.

This Second Amendment of Solid Waste and Recyclables Collection Franchise Agreement Between City of Winter Park, Florida and Waste Pro of Florida, Inc., is dated this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Winter Park, a Florida municipal corporation (the "City"), located at 401 Park Avenue South, Winter Park, Florida 32789, and Waste Pro of Florida, Inc., a Florida corporation ("Franchisee"), located at 2101 West State Road 434, Suite 305, Longwood, Florida 32779.

## RECITALS

WHEREAS, the City and Franchisee entered into that certain Solid Waste and Recyclables Collection Franchise Agreement Between City of Winter Park, Florida and Waste Pro of Florida, Inc. (the "Agreement"), which requires Waste Pro to collect certain types of Solid Waste and Recyclable Materials for the City for a seven (7) year term commencing on October 31, 2016 and terminating on October 29, 2023; and

WHEREAS, the Agreement was approved by City of Winter Park Ordinance 3042-16; and

WHEREAS, in 2023 the City and Franchisee previously executed an Amendment to the Agreement extending the initial term of the Agreement for three (3) years to October 29, 2026, which Amendment was approved by City of Winter Park Ordinance 3285-23; and

WHEREAS, the City and Franchisee desire to further extend the term of the Agreement for five (5) additional years to October 31, 2031; and

WHEREAS, the City Commission has approved this Second Amendment by Ordinance and found that the provisions in this Second Amendment will promote the public health, safety, and welfare, and are in the public interest.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Franchisee agree that they shall be bound by and shall comply with the following provisions of this Second Amendment:

**SECTION 1.** The City and Franchisee agree that the Recitals set forth above are accurate and correct.

**SECTION 2.** The capitalized words and phrases used in this Amendment are defined in the Agreement.

**SECTION 3.** The City and Franchisee agree to amend the Agreement to extend the Initial

**EXHIBIT A**

Term provided in Article 2, Paragraph 2.2 of the Agreement for five (5) years to now terminate on October 31, 2031.

The Agreement is further amended to delete Paragraph 2.3 Renewal Option, and replace it with a new Paragraph 2.3 to read: “2.3 Renewal. The City and Franchisee agree that the Initial Term of the Agreement can be further extended by mutual agreement of the parties and with approval by ordinance of the City Commission.”

**SECTION 4.** Article 10 of the Agreement is hereby amended to add a new Paragraph 10.6 of the Agreement to read as follows:

10.6 Service Enhancements.

Commencing on October 1, 2026, the Franchisee commits to and shall perform the following enhancements to services: (i) transition the full frontline fleet to Compressed Natural Gas (CNG), consisting of seven rear-load collection vehicles and three front-load collection vehicles; (ii) add truck-integrated 3rd Eye sensors that automatically record time-stamped and geolocated service verification, allowing both Franchisee and the City to monitor daily route completion in real time; (iii) adding an additional fleet vehicle for yard waste days; (iv) providing lithium-ion battery recycling services; (v) provide a composting pilot program; and (vi) Franchisee to provide funding to the City of up to \$20,000 for a one-time organics pilot in partnership with the City of Winter Park and O-Town Compost to be provided within 30 days of a request by the City.

**SECTION 5.** Except as amended herein, the terms and conditions of the Agreement as previously amended remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City and the Franchisee have made and executed this Second Amendment to the Agreement, as attested to by the signature of their duly authorized officers or representatives, as of the day and year first above written.

Attest:  
  
\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

CITY OF WINTER PARK, FLORIDA  
  
By: \_\_\_\_\_  
Sheila DeCiccio  
Mayor

Attest:  
  
\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

WASTE PRO OF FLORIDA, INC.  
  
By: \_\_\_\_\_  
Erik Sankey  
Regional Vice President

# City of Winter Park, Florida Business Impact Estimate

Posted Date: \_\_\_\_\_

Proposed ordinance's title/reference: ADOPTING A SECOND AMENDMENT TO THE SOLID WASTE AND RECYCLABLES COLLECTION FRANCHISE AGREEMENT BETWEEN THE CITY OF WINTER PARK AND WASTE PRO OF FLORIDA, INC. TO EXTEND THE TERM OF THE AGREEMENT AND MAKE OTHER AMENDMENTS;

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.<sup>1</sup> 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.

<sup>1</sup> 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):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: "City of Winter Park staff solicited comments from businesses in the City of Winter Park as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of Winter Park website, public workshop, etc." You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.]



# Solid Waste and Recyclables Collection Agreement: Renewal with Amendment



# Contract Extension

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- **Waste Pro of Florida, Inc. in place since 2016**
- **Requesting 5-year extension**

# Market Analysis



**Winter Park currently has one of the lowest rates in a comparison of other neighboring cities with similar garbage service levels and has enjoyed cost inflation that is below the level of inflation. The existing contract annually adjusts by the change in CPI with a cap of 3%.**

**Due to the recent inflation in labor, materials, and fuel, Waste Pro is requested an increase in rates to be allocated over a two-year period with twenty percent (20%) at the start of the contract date in Oct 2024, then an additional increase of twenty percent (20%) in Oct 2025. No additional rates increases planned other than CPI with cap of 3%.**

**Recent competitive solicitations in Florida for similar service levels have seen rates increase over 80% based on the median response for similar service bids.**

# Market Analysis



## Recent Bids:

Location	Start Date	Winning Company	Service Level	Old Rate	New Rate	% Change
Eatonville	Feb-25	Waste Pro	1x1x1	\$16.37	\$23.15	<b>41.42%</b>
Oakland	Feb-25	Waste Pro	1x1x1	\$23.64	\$27.16	<b>14.89%</b>
Mascotte	Oct-25	Waste Pro	2x1x1	\$23.09	\$37.90	<b>64.14%</b>
Oak Hill	Jan-26	Waste Pro	1x1x1	\$21.91	\$38.29	<b>74.76%</b>
Orange County	Jan-26	Various	1x1x1	\$13.89	\$25.51	<b>83.66%</b>

\* Oakland went from twice weekly garbage (Waste Management) to once weekly garbage (Waste Pro).

<b>Winter Park</b>		<b>Waste Pro</b>	<b>2x1x1</b>		<b>\$22.22</b>	
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# Market Analysis



## History on Monthly Residential Rate:

2022 Rate	20% Rate on Oct 2023	Monthly Ch vs prior yr	20% Rate on Oct 2024	Monthly Ch vs prior yr	CPI 2.9% Rate on Oct 2025	Monthly Ch vs prior yr
\$14.99	\$17.99	\$3.00	\$21.59	\$ 3.60	\$ 22.22	\$0.63

Due to the recent inflation in labor, materials, and fuel, Waste Pro is requesting an increase in rates to be allocated over a two-year period with twenty percent (20%) at the start of the contract date, then an additional increase of twenty percent (20%) in the subsequent year. Then the rate would escalate based on the CPI-U index # CUUR0000SEHG02 as calculated to the most recent twelve (12) month period prior to the annual contract date.

# Community Partnerships



## Events

*Waste Pro's involvement in City events includes facilitating public education (booths and collection vehicles), providing solid waste containers and portalets, and fully administering the City's Household Hazardous Waste events annually.*

- Touch A Truck events
- Annual HHW days
- Farmers Market
- Winter Park Christmas Parade
- Dinner on the Avenue
- Winter Park Chamber Pancake Breakfast
- Winter Park Rotary Oktoberfest
- Earth Day Block Party
- Winter Park Art Festival
- Taste of Winter Park
- Winter Park Chamber of Commerce Centennial – donated front load containers for art installation
- Additional Chamber events



# Community Partnerships



## Sponsorships

- Winter Park History Museum Peacock Ball
- Winter Park Golf Course ALF Fundraiser
- Rollins College Annual Fundraiser
- Winter Park Chamber Legacy Fund
- Platinum Plus associate member of Tri-County League of Cities

## Recognition

- Winter Park Chamber Hero 2025 – Platt Loftis

## Other Community Outreach

- School visits
- Guest speaker at Sustainability Roundtables – Regina Caronia, Division Manager
- Member of Winter Park History Museum
- Leadership Winter Park Class of 33 – Platt Loftis, Director of Government Affairs
- Guest reader for Winter Park Welbourne Preschool – Platt Loftis
- Winter Park Rotary guest speaker



# Commitment to Service



## Hurricane Milton Recovery

- Partnership between City and Waste Pro to achieve storm recovery clean up in approximately 3 weeks
- Waste Pro provided claw trucks and drivers
- Unlimited yard waste collection on yard waste days
- Worked Saturdays to clear streets as quickly as possible
- Division Manager Regina Caronia continues assisting City in coordinating with FEMA for federal funding

# Contract Enhancements



## Fleet

Full frontline fleet powered by Compressed Natural Gas (CNG)

7 rear load collection vehicles  
3 front load collection vehicles

Additional rear load vehicle utilized on yard waste collection days for enhanced service

# Contract Enhancements



## Service Verification

Waste Pro's **3<sup>rd</sup> Eye Positive Service Verification (PSV)** system will provide Winter Park with 3-fold benefit:

- Truck-integrated 3<sup>rd</sup> Eye sensors automatically log time-stamped and geolocated verification of service completion, allowing Waste Pro and City to track daily route completion in real time
- 3<sup>rd</sup> Eye's 360-degree cameras provide visual evidence of service events—and allow City and Waste Pro to assess reason for incomplete service events
- 3<sup>rd</sup> Eye cameras monitor driver safety

# Contract Enhancements



## Lithium Ion Battery Recycling

Waste Pro will do the following to promote safe disposal of rechargeable batteries:

- Facilitate education campaign (example at right)
- Assist City in establishing a fully-manned drop off location, such as at fire station
- Collect batteries for proper disposal during annual HHW events

Waste Pro's existing HHW events provide the residents of Winter Park with safe disposal options for a range of harmful and hazardous materials. All materials are properly disposed of, as accounted for by official disposal manifests.

An educational poster titled "DO YOUR PART!" with a yellow and black striped border. The main heading is "DO YOUR PART!" in bold black letters. Below it, in red, is "PREVENT TRASH FIRES - DISPOSE RECHARGEABLE BATTERIES SAFELY". Underneath, in black, is "Protect waste and recycling workers, disposal facilities, and your community". The poster is divided into four quadrants, each with a category of devices and their respective images: "Portable Electronic Devices" (laptop, smartphone, tablet), "Medical Devices" (blood glucose monitor, insulin pump), "Toys and Hobbies" (drone, scooter, RC car), and "Cordless Tools" (drill, saw, vacuum). At the bottom left, it says "RECHARGEABLE BATTERY DROP-OFF LOCATION" and lists "UbreakiFix" at "601 N Orlando Ave, Winter Park, FL 32789" with a QR code labeled "SCAN ME". At the bottom right, it features the "Battery Smart" logo with the slogan "Don't check it, check it." and the Waste Pro logo. A small circular logo is also present at the bottom right. At the very bottom, it says "For more information on battery disposal visit www.batterynetwork.org".

# Contract Enhancements



## Composting Pilot

Funding for one-time organics pilot in partnership with the City of Winter Park and O-Town Compost

Value: Up to \$20,000

**Waste Pro currently provides the following sustainability funding, which will continue during the renewal period:**

- \$50,000 for sustainability education
- \$50,000 for Center Street solid waste and recycling service initiatives
- \$12,500 for the City Tree Fund