



city commission agenda

Regular Meeting

February 24, 2014
3:30 p.m.
Commission Chambers

| commissioners | | | | mayor | commissioners | | | |
|---------------|-------------|--------|----------------|--------------------|---------------|----------------|--------|--------------|
| seat 1 | Steve Leary | seat 2 | Sarah Sprinkel | Kenneth W. Bradley | seat 3 | Carolyn Cooper | seat 4 | Tom McMacken |

welcome

Welcome to the City of Winter Park City Commission meeting. The agenda for regularly scheduled Commission meetings is posted in City Hall the Tuesday before the meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or on the city's Web site at www.cityofwinterpark.org.

meeting procedures

Persons desiring to address the Commission MUST fill out and provide to the City Clerk a yellow "Request to Speak" form located by the door. After being recognized by the Mayor, persons are asked to come forward and speak from the podium, state their name and address, and direct all remarks to the Commission as a body and not to individual members of the Commission, staff or audience.

Citizen comments at 5 p.m. and each section of the agenda where public comment is allowed are limited to three (3) minutes. The yellow light indicator will remind you that you have one (1) minute left. Large groups are asked to name a spokesperson. This period of time is for comments and not for questions directed to the Commission or staff for immediate answer. Questions directed to the City Commission will be referred to staff and should be answered by staff within a reasonable period of time following the date of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent or slanderous remarks are not permitted. Thank you for participating in your city government.

agenda

| | | |
|---|-----------------------------------------------------------------------------------------------------|----------------|
| 1 | Meeting Called to Order | |
| 2 | Invocation Elder Daniel Smith Patmos Chapel Seventh Day Adventist Church Pledge of Allegiance | |
| 3 | Approval of Agenda | |
| 4 | Mayor's Report | Projected Time |
| 5 | City Manager's Report | Projected Time |
| 6 | City Attorney's Report | Projected Time |

| 7 Non-Action Items | Projected Time |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| 8 Citizen Comments 5 p.m. or soon thereafter (if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting) (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting) | |
| 9 Consent Agenda | Projected Time |
| <ul style="list-style-type: none"> a. Approve the minutes of February 10, 2014. b. Approve the following piggyback contracts: <ul style="list-style-type: none"> 1. Piggybacking City of Ocala Contract No. FAC12/-009 with Cubix, Inc. for dry method carpet cleaning; and authorize the Mayor to execute purchase orders for services on an as needed basis. 2. Piggybacking Orange County Contract No. Y12-135 with Ace Staffing, Inc. for temporary labor; and authorize the Mayor to execute purchase orders for services on an as needed basis. 3. Piggybacking City of Titusville Contract No. CN1B003 with Layne Inliner LLC for sanitary sewer systems; and authorize the Mayor to execute purchase orders for services on an as needed basis. 4. Piggybacking City of Orlando Contract No. BI09-2475 with Flowers Chemical Laboratories for analytical services for wastewater treatment; and authorize the Mayor to execute purchase orders for services on an as needed basis. c. Authorize the Mayor to execute the Interlocal Agreement between the City of Winter Park, Florida and the City of Gainesville, Florida d/b/a Gainesville Regional Utilities | 5 minutes |
| 10 Action Items Requiring Discussion | Projected Time |
| <ul style="list-style-type: none"> a. Approval of ULI Technical Assistance Panel Scope and Funding for US 17-92 Corridor b. Opportunity for a minor league baseball stadium in Winter Park c. City assistance with gravity sewer relocation to accommodate the Capen House at the Albin Polasek Museum location d. Appointment of Canvassing Board for March 11, 2014 election e. Cancel or reschedule the Commission meeting scheduled for Monday, May 26, 2014 due to the Memorial Day Holiday. | 15 minutes 20 minutes 20 minutes 5 minutes 5 minutes |
| 11 Public Hearings | Projected Time |
| <ul style="list-style-type: none"> a. Resolution – Final resolution declaring that the City is to fund capital improvements to underground electric/CATV (BHN) along Seminole Drive; to be partially paid by special assessments levied against real property specifically benefitted by said improvements and confirming the special assessments. b. Resolution – Designating 1873 Glencoe Road as a historic resource on the Winter Park Register of Historic Places | 5 minutes 10 minutes |

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| c. <u>Request of the City of Winter Park:</u> | 10 minutes |
| - Ordinance – Amending Chapter 58 “Land Development Code” creating a non-compete window of 30 days before or after the City’s annual spring and fall art festivals (Relating to non-residential zoning districts and the conditions required for a special event) (2) | |
| d. Ordinance – Authorizing the issuance of not exceeding \$16,000,000 Electric Revenue Bonds to finance its outstanding electric revenue bonds, Series 2005A tendered for purchase by the holders thereof and pay the costs of issuance thereof; providing for the payment of such bonds from the net revenues derived from the electric system on parity with the City’s outstanding electric revenue bonds; providing for the sale of such bonds pursuant to a private negotiated sale, a competitive public sale or a negotiated public sale (1) | 15 minutes |
| e. <u>Request of English and Swoope Investment LLC and Village Park Senior Housing Partners Ltd.:</u> | 15 minutes |
| - To amend the conditional use and development agreement for the Village Park Senior Housing project at 550 N. Denning Drive to add the property at 796 W. Swoope Avenue to the project; permitting an increase in density from 105 to 108 apartments. | |
| f. <u>Request of the City of Winter Park:</u> | 10 minutes |
| - Ordinance – Amending certain provisions of Article IV, Sign Regulations to provide more specificity and to add clarity; and amending Section 1-24, Schedule of Violations and Penalties relating to signs (1) | |

12 City Commission Reports

Projected Time

| | |
|--------------------------|-----------------|
| a. Commissioner Leary | |
| b. Commissioner Sprinkel | |
| c. Commissioner Cooper | |
| d. Commissioner McMacken | |
| e. Mayor Bradley | 10 minutes each |

appeals & assistance

“If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need 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).

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



city commission **city manager's report**

item type

City Manager's Report

meeting date

February 24, 2014

Below are issues of interest to the Commission and community that are currently being worked on by staff, but do not currently require action on the Commission agenda. These items are being tracked to provide the Commission and community the most up to date information regarding the status of the various issues. The City Manager will be happy to answer questions or provide additional updates at the meeting.

| issue | update | date |
|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Lee Road Median Update | Irrigation installation ongoing. | Tree installation will begin upon irrigation installation completion. |
| Fairbanks Improvement Project | <p><u>Communication Notices</u></p> <ul style="list-style-type: none"> Working with future customers regarding connection to gravity sewer. | <p><u>Construction Project</u></p> <p>Connection to sewer instructions posted on City website.</p> <p>Contractor working on punch list items including pavement markings and as-built drawings.</p> <p>The City is working on project closeout and permit approval.</p> |
| City of Winter Park Train Station | Building is substantially complete. Punch list items remain. | Building complete February 2014. Grand opening March 3 @ 10:30 a.m. SunRail complete May 2014. |
| Quiet Zones | Funds approved for design. | Ongoing coordination with Orlando, MetroPlan, and FDOT. |
| Winter Park Hospital Parking Garage | Submitted construction plans. Met with hospital representatives to discuss current and future plans and options for master plan update. Will continue to meet and discuss options. | |
| Refunding of Electric Revenue Bonds, Series 2005A (Variable rate bonds in auction rate mod) | City Bond Counsel, Bryant Miller Olive are preparing an ordinance authorizing the issuance of refunding bonds. Final approval of ordinance will occur in March. Globic Advisors has been retained to facilitate a tender offer program for the bond holders. Number of bondholders willing to sell their bonds at a favorable price will determine which financing alternative is most advantageous. | May 2014 |
| | | |

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|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Mechanisms to encourage owners to place overhead electric service wires underground | Current City ordinances require owners to place overhead electric service wires underground upon: 1.) new commercial and residential construction 2.) Renovations that exceed 50% of the appraised value of existing improvements 3.) change out of electric service equipment caused by code violations. There are 5,000 overhead electric service wires. Our goal is to get all overhead electric service wires placed underground at completion of underground project (10-12 years). | Currently being discussed by the Utilities Advisory Board |
| Fairbanks electric transmission and distribution undergrounding | Engineering of Duke transmission underground project is underway. Boring of test holes along Fairbanks should begin over the next couple of weeks. City of Winter Park is designing the distribution project in coordination with Duke. | Engineering and cost estimates for both the transmission and distribution projects should be complete around the end of March. |
| New Hope Baptist Church Project | All work has proceeded in with compliance with our Codes, the project site has remained clean and progress will continue as funds are made available through the church. | Approved Conditional Use will expire in September, 2015 |
| Alfond Inn | Project complete except for final drainage improvements to be signed off by project civil engineer. (Not being held up by City). | Operating under a TCO (Temporary Certificate of Occupancy) |
| Grant Chapel | Works continues expeditiously and in compliance with our codes. | Completion expected within 30 days. |
| Capen House | The halves of the home are now placed on the Polasek Museum site in two locations. Foundation permit has been approved and completion of relocation of city sewer is proceeding in a timely manner. | Completion may take 60 to 90 days depending on funds available from contributions. |

Once projects have been resolved, they will remain on the list for one additional meeting to share the resolution with the public and then be removed.

REGULAR MEETING OF THE CITY COMMISSION
February 10, 2014

The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida. The invocation was provided by Pastor David Smith, First Christian of Winter Park, followed by the Pledge of Allegiance.

Members present:

Mayor Kenneth Bradley
Commissioner Steven Leary
Commissioner Sarah Sprinkel
Commissioner Carolyn Cooper
Commissioner Tom McMacken

Also present:

City Manager Randy Knight
City Attorney Larry Brown
City Clerk Cynthia Bonham
Deputy City Clerk Michelle Bernstein

Approval of the agenda

Motion made by Commissioner Cooper to approve the agenda; seconded by Commissioner Sprinkel and approved by acclamation with a 5-0 vote.

Mayor's Report

- a. Presentation of checks by the Winter Park Chamber of Commerce to area schools from proceeds from the December 2013 Pancake Breakfast Fundraiser

Debra Hendrickson, Winter Park Chamber of Commerce, presented \$3,000 checks to the City of Winter Park and to Aloma Elementary, Audubon Park Elementary, Brookshire Elementary, Dommerich Elementary, Killarney Elementary, and Lakemont Elementary from proceeds raised by Leadership Winter Park at the December 2013 pancake breakfast. Orange County School Board member Joie Cadle thanked Leadership Winter Park and the City for their support of the schools.

- b. Presentation – Employee of the Quarter (Fourth Quarter of 2013) - Joe Smirti, Horticulture Specialist, Parks & Recreation Department

Mayor Bradley recognized Joe Smirti, Horticulture Specialist, Parks & Recreation Department, as the Outstanding Employee of the Quarter.

- c. "A Hero's Welcome" featured in Super Bowl XLVIII

Mayor Bradley said it was great to see the Budweiser advertisement featuring "A Hero's Welcome" that aired during the Super Bowl and that it was an honor and privilege for the City to pay tribute to our military by holding a surprise parade on January 8 for Army Lieutenant Charles Nadd. He thanked City staff for their outstanding efforts in making this event a huge success. The one minute commercial and five minute documentary was presented.

Mayor Bradley announced that on February 21 Lieutenant Nadd will be presenting the City with a United States commemorative flag.

d. Board appointments: Code Enforcement Board, Civil Service Board

Civil Service Board

William Swartz (2014-2016 to replace Rick Frazee who resigned)

Gary Brewer (Re-appoint 2014-2016)

Paula Satcher (Re-appoint 2014-2016)

Motion made by Mayor Bradley that the Civil Service Board appointments are accepted as presented; seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.

Code Enforcement Board

Chris Tabor (2014-2016)

Motion made by Mayor Bradley that the Code Enforcement Board appointment is accepted as presented; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

City Manager's Report

Scheduling of Work Session - Opportunity for Minor League Baseball

By acclamation, a work session was scheduled for 4:00 p.m. on February 17. City Manager Knight acknowledged the request to provide a summary report prior to the meeting.

Upon request, City Manager Knight provided a progress update regarding the New Hope Baptist Church, Alford Inn and the Capen House. Mayor Bradley encouraged staff to assist with the wrapping up of these yearly items.

City Attorney's Report – No items.

Non-Action Item – No items.

Consent Agenda

- a. Approve the minutes of January 27, 2014.
- b. Approve the following purchases, contracts and award:
 1. Change Order Request to Blanket Purchase Order 151308 to Duke Energy for FY14 Bulk Power (ITN-33-2010)
 2. Piggybacking Orange County Contract No. Y14-123A with Palmdale Oil Company for motor oils and lubricants, and authorize the Mayor to execute Purchase Orders for services on an as needed basis.

3. Piggybacking Lake County Contract No. 11-0801D with Helena Chemical for various chemicals, and authorize the Mayor to execute Purchase Orders for services on an as needed basis.
 4. Piggybacking City of Orlando Contract No. IFB 11-003-2 with B & T Woods for transmission repair and replacement, and authorize the Mayor to execute Purchase Orders for services on an as needed basis.
 5. Award to Spies Pool, LLC, and subsequent Purchase Order or P-Card payment for RFQ-6-2014 Cady Way Pool Renovation for \$198,925.00, and authorize the Mayor to execute the contract. – **PULLED FOR DISCUSSION – SEE BELOW**
 6. Renewal with Herbert/Halback, Inc. for RFQ-2-2012, Continuing Contracts for Professional, Architectural & Engineering Services (Landscape Architect) and authorize the Mayor to execute Amendment 2.
 7. Renewal with Miller Legg for RFQ-2-2012, Continuing Contracts for Professional, Architectural & Engineering Services (Landscape Architect) and authorize the Mayor to execute Amendment 2.
 8. Renewal with Shaw Environmental & Infrastructure for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Green Planning & Engineering Services) and authorize the Mayor to execute Amendment 2.
 9. Renewal with Matern Professional Engineering, Inc. for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Green Planning & Engineering Services) and authorize the Mayor to execute Amendment 2.
 10. Renewal with Kelly, Collins, & Gentry, Inc. for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Architectural Services) and authorize the Mayor to execute Amendment 2.
 11. Renewal with Southeastern Surveying and Mapping Corporation for RFQ-2-2012 Continuing Contracts for Professional, Architectural & Engineering Services (Surveying Services) and authorize the Mayor to execute Amendment 2.
- c. Approve the request by non-profit FM radio station (Hispanics United in Broadcasting) to place two small antennas on the City tower at 3111 Temple Trail. – **PULLED FOR DISCUSSION – SEE BELOW**

Motion made by Commissioner Cooper to approve Consent Agenda items 'a', 'b.1-4' and 'b.6-11'; seconded by Commissioner Leary. No public comments were made. **The motion carried unanimously with a 5-0 vote.**

Consent Agenda item 'b.5' - Award to Spies Pool, LLC, and subsequent Purchase Order or P-Card payment for RFQ-6-2014 Cady Way Pool Renovation for \$198,925.00, and authorize the Mayor to execute the contract.

Upon questioning, City Manager Knight advised that we are moving forward with the pool shell component of this project but not the heating component due to the YMCA not having raised their half of the funds for the pool heater.

Motion made by Mayor Bradley to approve Consent Agenda item 'b.5'; seconded by Commissioner Sprinkel. No public comments were made. **The motion carried unanimously with a 5-0 vote.**

Consent Agenda item 'c' - Approve the request by non-profit FM radio station (Hispanics United in Broadcasting) to place two small antennas on the City tower at 3111 Temple Trail.

City Manager Knight responded to questions relating to private sector usage. He explained that several private companies use all of our towers and this particular space is what they refer to as "dead space" and will cause no impact.

Motion made by Commissioner McMacken to approve Consent Agenda item 'c'; seconded by Commissioner Sprinkel.

Lou Bornachelli spoke on behalf of the Hispanic United Broadcasting and explained the radio broadcasting services that will be provided.

The motion carried unanimously with a 5-0 vote.

Action Items Requiring Discussion

a. Notice of Disposal for 321 Hannibal Square, West

Planning Manager Jeff Briggs noted that on December 9, 2013 following a positive recommendation by the CRA Advisory Board, the City Commission authorized staff to proceed with advertisement and solicitation of proposals for the potential disposal of 321 Hannibal Square, West. This property is the 34 feet of unused vacant land (grass yard) south of the Heritage Center. The Notice for Disposal was advertised on December 26, 2013 with a deadline of January 28, 2014.

One proposal was received, whereby the Morney Partnership proposed a land swap with the City of this 34 feet of vacant land in return for the south 30 feet of the adjacent parking piazza which they own, at 325 S. Pennsylvania Avenue, which holds 12 parking spaces. The balance of the parking piazza is owned by the City and this would unify the ownership of the parking piazza entirely with the City. The acquisition of the city land by the Morney Partnership, who also owns the adjacent 35 feet of vacant land on the corner of Hannibal Square, West and Douglas Avenue would allow that combined property to become a buildable residential lot. The offer is subject to the Morney Partnership covering all closing costs.

Commission discussion ensued regarding the advantages with obtaining the adjacent parking piazza and the proposed taxable value of each property.

Motion made by Commissioner Leary to approve (the proposed land swap with Morney Partnership, Ltd. of the City property at 321 Hannibal Square

West for the property at 325 S. Pennsylvania Avenue subject to the Morney Partnership covering all closing costs); seconded by Commissioner Sprinkel. No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

PUBLIC HEARINGS:

a. Request of the City of Winter Park:

ORDINANCE NO. 2950-14: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING SECTION 58-84, RELATING TO NON-RESIDENTIAL ZONING DISTRICTS AND THE CONDITIONS REQUIRED FOR A SPECIAL EVENT; PROVIDING FOR, SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE. Second Reading

Attorney Brown read the ordinance by title.

Commissioner McMacken recalled that the Doggie Art Festival falls within the 30 day timeframe period and could possibly create a conflict. He asked if they could amend the ordinance to include this specific event so they can adopt it on second reading. Attorney Brown provided legal counsel and suggested simplifying the language by adding the following verbiage at the very end of Section 58-85(u)(4)a(15) "or if the display or offer for sale takes place on City property with the City's expressed permission."

Discussion ensued regarding the use of alternative language whereby Mayor Bradley and Commissioner Leary shared their concerns. In an effort to move forward with the current ordinance, Commissioner Cooper suggested that we ask the event coordinator if they would move their Doggie Art Festival event to either the post or prior week. Attorney Brown provided additional legal counsel and asked for direction.

Building Director George Wiggins explained that the previously adopted special event ordinance was intended to deal with events on private property but has evolved to handle both public and private property events. Clarification should be made that this ordinance is intended to deal with events on private property. He agreed that by adding this small exception into the ordinance will help rectify this type of situation, and not impact the Doggie Art Festival.

Commissioner McMacken asked if this ordinance would have to come back for second reading if they added the public/private property verbiage as suggested by both Attorney Brown and Mr. Wiggins. Attorney Brown said yes.

Motion made by Commissioner McMacken to amend (so that the additional language can be added and that it comes back at second reading at our next meeting); Commissioner Sprinkel. No public comments were made. **Upon**

a roll call vote, Mayor Bradley voted no. Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried with a 4-1 vote.

b. Request of Mr. and Mrs. Truby for the property at 612 E. Lake Sue Avenue:

ORDINANCE NO. 2951-14: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO ESTABLISH SINGLE FAMILY RESIDENTIAL FUTURE LAND USE ON THE ANNEXED PROPERTY AT 612 EAST LAKE SUE AVENUE AND TO INDICATE THE ANNEXATION OF THIS PROPERTY ON THE OTHER MAPS WITHIN THE COMPREHENSIVE PLAN, MORE PARTICULARLY DESCRIBED HEREIN.
Second Reading

Attorney Brown read the ordinance by title. **Motion made by Commissioner Cooper to adopt the ordinance; seconded by Commissioner Sprinkel.** No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

ORDINANCE NO. 2952-14: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO ESTABLISH SINGLE FAMILY (R-1AA) ZONING ON THE ANNEXED PROPERTY AT 612 EAST LAKE SUE AVENUE, MORE PARTICULARLY DESCRIBED HEREIN. Second Reading

Attorney Brown read the ordinance by title. **Motion made by Commissioner Leary to adopt the ordinance; seconded by Commissioner McMacken.** No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

City Commission Reports:

a. Commissioner Leary – No items.

b. Commissioner Sprinkel

In response to a recent email to the Commission regarding street musicians on Park Avenue, Commissioner Sprinkel asked for an update. Commissioner Leary explained that the Park Avenue Association is in the process of formalizing a recommendation to the Commission and will be forthcoming in the next month.

Upon questioning the status of backyard chickens, City Manager Knight said we are currently following the City of Orlando's testing program and directed staff to follow up with them to see when they will be finalizing their program. He clarified that according to current code the City prohibits backyard chickens.

- c. Commissioner Cooper – No items.
- d. Commissioner McMacken – No items.
- e. Mayor Bradley – No items.

Public Comments (5:00 p.m.) – There were no public comments made of items not on the agenda.

The meeting adjourned at 4:39 p.m.

ATTEST:

Mayor Kenneth W. Bradley

City Clerk Cynthia S. Bonham



city commission agenda item

| | | | |
|---------------------------------------|--------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------|
| item type | Consent Agenda | meeting date | February 24, 2014 |
| prepared by department division | Purchasing Division | approved by | <input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A |
| board approval | <input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A | | |
| | | final vote | |

Piggyback contracts

| | vendor | item background | fiscal impact | motion recommendation |
|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Cubix Inc. | Piggyback City of Ocala Term Contract for Dry Method Carpet Cleaning, Contract No. FAC/12-009 | Total expenditure included in approved FY14 budget. | Commission approve piggybacking City of Ocala Contract No. FAC12/-009, and authorize the Mayor to execute Purchase Orders for services on an as needed basis. |
| City of Ocala utilized a competitive bidding process to award this contract. The contract term expires on February 28, 2015. | | | | |
| 2 | Ace Staffing, Inc. | Piggyback Orange County Term Contract for Temporary Labor, Contract No. Y12-135 | Total expenditure included in approved FY14 budget. | Commission approve piggybacking Orange County Contract No. Y12-135, and authorize the Mayor to execute Purchase Orders for services on an as needed basis. |
| Orange County utilized a competitive bidding process to award this contract. The contract term expires on March 8, 2015. | | | | |
| 3 | Layne Inliner, LLC | Piggyback City of Titusville Term Contract for Sanitary Sewer Systems, Contract No. CN1B003 | Total expenditure included in approved FY14 budget. | Commission approve piggybacking City of Titusville Contract No. CN1B003, and authorize the Mayor to execute Purchase Orders for services on an as needed basis. |
| City of Titusville utilized a competitive bidding process to award this contract. The contract term expires on March 23, 2015. | | | | |
| 4 | Flowers Chemical Laboratories | Piggyback City of Orlando Term Contract for Analytical Services for Wastewater Treatment, Contract No. BI09-2475 | Total expenditure included in approved FY14 budget. | Commission approve piggybacking City of Orlando Contract No. BI09-2475, and authorize the Mayor to execute Purchase Orders for services on an as needed basis. |
| City of Orlando a utilized a competitive bidding process to award this contract. The contract term expires on March 9, 2015. | | | | |



city commission agenda item

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|---------------------------------------|-----------------------------------------------|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| item type | Consent Agenda | meeting date | February 24, 2014 |
| prepared by department division | Jerry Warren, Director Electric Department | approved by | <input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A |
| board approval | Utilities Advisory Board | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A | 6-0 final vote |

subject

Winter Park Electric Power Supply – Contract with Gainesville Regional Utilities

motion | recommendation

Authorize the Mayor to execute the Interlocal Agreement Between the City of Winter Park, Florida and the City of Gainesville, Florida d/b/a Gainesville Regional Utilities

background

At its June 24 meeting, the City Commission approved a go forward power supply portfolio which consisted must take power supply resources e.g. 10 MW from Covanta Energy and 10 MW from the City of Gainesville Regional Utilities (GRU). Additionally the power supply portfolio included photovoltaic solar, 23 MW of contract capacity from Florida Power & Light company (FPL) during 2014, and approximately 18.5 MW of all requirements power supply from the Orlando Utilities Commission (OUC), which will be delivered via a distribution interconnection with the City of Winter Park's primary distribution system for a term of 6 years. The agreement with Clean Footprint, LLC (solar) was approved at the Jul 22, City Commission meeting. The agreements with FPL and OUC were approved at the August 12, City Commission meeting. The agreement with Covanta Energy Marketing was approved at the November 11, 2013 meeting.

Fiscal impact

Taken together, the elements of the power supply portfolio approved by the City Commission at its June 24th meeting are expected to provide reliable service to our customers at very favorable rates. The attached contract with the City of Gainesville Regional Utilities is the final piece of the desired power supply portfolio.

Covanta, under its agreement with the City is allowed to defer delivery of its power (10 MW) from January 1, 2015 to January 1, 2016 if it has insufficient contracts in place for the solid waste it burns as fuel. To cover that possibility, GRU has agreed to deliver 20 MW of power to the City of Winter Park beginning January 1, 2015. If Covanta Energy does not defer delivery to January 1, 2016 (i.e. begins delivery of 10 MW January 1, 2015) GRU will reduce its delivery of power to 10 MW. The current Seminole agreement (approximately 60 MW) will expire at the end of 2014. Capacity from FPL and/or OUC will be adjusted in the future to reflect these changes.

The expected cost of power supply from the portfolio is shown on the following table. It is interesting to note that the \$73.98/MWh estimated cost of wholesale power in 2019 is approximately the same price that the City paid for its wholesale power following the formation of the its electric system. The average cost of wholesale power for the six months ending November 2005 was \$74/MWh.

Estimated all in cost of Wholesale Power

| Year | Cost of Power \$/MWh |
|------|-------------------------|
| 2014 | \$61.28 |
| 2015 | \$62.08 |
| 2016 | \$64.41 |
| 2017 | \$68.29 |
| 2018 | \$71.41 |
| 2019 | \$73.98 |

Legal review

The City Attorney has approved the Interlocal Agreement with the City of Gainesville as to legal form and sufficiency.

Attachments: INTERLOCAL AGREEMENT BETWEEN THE CITY OF WINTER PARK, FLORIDA AND THE CITY OF GAINESVILLE, FLORIDA D/B/A GAINESVILLE REGIONAL UTILITIES

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF WINTER
PARK, FLORIDA AND THE CITY OF GAINESVILLE, FLORIDA
d/b/a GAINESVILLE REGIONAL UTILITIES**

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between the **CITY OF WINTER PARK, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "PURCHASER," and the **CITY OF GAINESVILLE, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, d/b/a **GAINESVILLE REGIONAL UTILITIES**, hereinafter referred to as "SELLER" or "GRU." Throughout this Agreement, both Purchaser and Seller may be referred to individually as "Party" or collectively as "Parties."

W I T N E S S E T H:

WHEREAS, it is the purpose and intent of the Parties to enter into this Agreement formed in reliance upon and under their respective powers and under the authority of the Florida Interlocal Cooperation Act of 1969, as amended, Section 163.01, Florida Statutes; and

WHEREAS, the Parties are authorized by Section 163.01, Florida Statutes, to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties are authorized by Section 163.01, Florida Statutes, to cooperatively and efficiently use their respective powers to provide public services that will advance the general health, safety and welfare of their citizens;

NOW, THEREFORE, in consideration of the mutual benefits, promises and covenants contained herein, the Parties hereto mutually agree as follows:

1. **Purpose.** This Agreement provides for the purchase and sale of wholesale electric service.
2. **Term.** This Agreement shall be effective on January 1, 2015, and shall continue in effect for an initial term of four (4) years, through calendar year 2018.
3. **Availability.** Capacity supplied by Seller to Purchaser shall be supplied from Seller's system which includes all generating assets owned by Seller and any firm capacity purchased by Seller during the term of this Agreement. Under this Agreement, wholesale electric services shall be provided at the Delivery Point identified as either of Seller's interconnections with Duke Energy Florida ("Duke"). The scheduling of and payment for transmission services from the Delivery Point to Purchaser's interconnection(s) with Duke shall be the sole responsibility of Purchaser.
4. **Obligation to Supply and Obligation to Receive.** Subject to the terms of this Agreement, Seller shall sell and deliver to Purchaser, and Purchaser shall purchase and receive from Seller, Capacity and Energy for Purchaser's use and resale.
5. **Quantities of Capacity and Energy.** Seller will provide to Purchaser a quantity of 10 MW of Capacity and the associated Energy. Pursuant to the terms of this Agreement, the Capacity and associated Energy will be provided by Seller and purchased by Purchaser on a 7 day/24 hour ("7x24") must-take basis, except that Purchaser may designate up to 500 hours a year during which the must-take quantity will be 5 MW. Purchaser must declare the hours to be taken at 5 MW the day before such Energy is to be taken. In addition, Seller will provide Purchaser an additional 10 MW of Energy and Capacity during calendar year 2015 on a 7 day/24 hour ("7x24") must-take basis. Purchaser may opt-out of the obligation to purchase an additional 10 MW in 2015 by informing Seller of its intention to do so in writing prior to July 11, 2014
6. **Characteristics of Supply.** Seller shall furnish electrical Energy to either of Seller's delivery points from Seller's transmission system with the following characteristics:

- A. Nominal one hundred thirty-eight thousand (138,000) volts, sixty (60) hertz frequency, three (3) phase solidly grounded wye, alternating current.
- B. The firmness of Capacity and Energy will be provided on a basis equal to that provided by Seller to its native load customers.

7. Rates for Electric Power and Energy Delivered. The monthly energy shall be the energy delivered by Seller. Purchaser shall pay Seller for all electric power and energy delivered hereunder at the following monthly rates:

7.1. Capacity Charge

| Calendar Year | Total Demand Charge \$/MW-Month into Duke Transmission System |
|---------------|---------------------------------------------------------------|
| 2015 | \$5,500.00 |
| 2016 | \$6,500.00 |
| 2017 | \$8,000.00 |
| 2018 | \$9,500.00 |

The billing demand shall be determined below pursuant to Section 7.3 of this Agreement.

7.2. Fuel Energy Charge.

| Calendar Year | Levelized Fuel Energy Rate \$/MWh |
|---------------|-----------------------------------|
| 2015 | \$42.50 |
| 2016 | \$43.00 |
| 2017 | \$44.00 |
| 2018 | \$45.00 |

7.3. Total Billed:

The total bill will be calculated as follows:

Capacity in MW (as described above in Section 5) multiplied by total Capacity Charge/MW-Month (as described above in Section 7.1)

Plus: Delivered Energy in MW-h (as described above in Section 5) multiplied by Fuel Energy Charge/MW-h (as described above in Section 7.2).

Other than as described above in this subsection, no additional customer charges or fuel charges will apply.

8. Rate Changes for Electric Capacity and Energy. Rates and charges herein shall remain fixed through the initial term of this Agreement.

9. Measurement of Demand and Energy.

9.1 All electric Energy furnished hereunder by Seller shall be measured at a nominal One Hundred Thirty-Eight Thousand (138,000) volts by Seller through existing meters owned by Seller at either of Seller's interconnections with Duke.

9.2 In the event any meter fails to register or registers incorrectly, the Parties shall agree upon the length of time such meter failed to register or registered incorrectly and the quantity of electric energy so delivered during such time. An appropriate adjustment based thereon shall be made to Purchaser's bill for such time. An adjustment shall be made for any one (1) month period only if the meter has been tested by Seller of its own volition or at the written request of Purchaser within 60 days from the date upon which the bill for such month had been rendered to Purchaser. Any meter which complies with ANSI C-12 standards for revenue meters shall be deemed correct. No device or connection shall be installed or maintained by Purchaser at the service location that will prevent any meter from registering correctly the energy or demand used or to be used.

9.3 Seller, at its expense, shall periodically inspect and test the meter(s) installed at least once per calendar year during the term of this Agreement. Pursuant to the written request of Purchaser, Seller shall make additional tests of such meter(s) in the presence of representatives of Purchaser. The cost of such additional tests shall be borne by Purchaser if the percentage of deviation is found to be in compliance accordance with ANSI C-12 standards for revenue meters.

10. Payment.

10.1 Payment for all services rendered hereunder to GRU/Duke Interconnections, and any additional Point-of-Service which shall hereafter be added, shall be made monthly upon submission of a single combined invoice by Seller. Payment shall be made to Seller within thirty (30) days from the date the invoice is postmarked.

10.2 Invoices not paid within 30 days after the due date shall be deemed delinquent and shall then accrue one percent (1%) per month of the unpaid balance pursuant to Section 218.41(4), Florida Statutes.

10.3 In the event any portion of any invoice is disputed, the invoiced amount shall be payable when due and payment shall be accompanied by a written description of the dispute. The Parties shall then cooperate to resolve the dispute. Upon resolution of the disputed amount, a true-up calculation shall be applied to the next invoice as full resolution of the prior disputed amount between the Parties.

11. **Continuity of Service.** Seller shall exercise due care and diligence to supply electric services hereunder free from interruption; provided, however, that Seller shall not be responsible for any failure to supply electric services, nor for interruption, reversal or abnormal voltage of the supply, if such failure, interruption, reversal or abnormal voltage is without Seller's negligence. Whenever the integrity of Seller's system or the supply of electricity is threatened by conditions on its system or on the systems with which it is directly or indirectly interconnected, or whenever it is necessary or desirable to aid in the restoration of service, Seller may, in conformance with prudent operation and engineering practices and with the application of standards no more interruptive than applied in service to its retail customers in like circumstances, curtail or interrupt electric service or reduce voltage to some or all of its customers and such curtailment, interruption or reduction shall not constitute willful default by Seller. In case of impaired or defective service, Purchaser shall immediately give notice to Seller's Scheduling Agent (GRU Generation Dispatcher) by telephone, confirming such notice in writing as soon thereafter as practicable. Written notice may be provided via facsimile, as set forth below in Section 15 of this Agreement.

12. **Indemnification.** Without waiving its sovereign immunity and subject to the limitations set forth in Section 768.28, Florida Statutes, both Parties shall be responsible for its negligent or wrongful acts or omissions and the negligent or wrongful acts or omissions of its employees arising out of this Agreement, provided that such acts or omissions are within the scope of their employment. Nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or a waiver of sovereign immunity by any party to which sovereign immunity applies.

13. **Force Majeure.** In case either Party hereto shall be delayed, or prevented from performing any of the covenants or obligations made by and imposed upon said Party under this Agreement, by reason of or through strike, stoppage of labor, failure of contractors or suppliers of materials, riot, fire, flood, named storm, hurricane, ice, invasion, civil war, commotion, insurrection, military or usurped power, order of any court granted in any bona fide adverse legal proceedings or action, order of any civil or military authority, federal or state regulatory agency, either de facto or de jure, explosion, act of God or the public enemies or any cause

reasonably beyond its control and not attributable to its neglect, then and in such case or cases, both Parties shall be relieved of performance under this Agreement and shall not be liable to the other Party for, or on account of any loss, damage, injury, or expense resulting from or arising out of such delay or prevention; provided, however, that the Party suffering such delay or prevention shall use due and practical diligence to remove the cause or causes thereof, and provided, further, that neither Party shall be required by the foregoing provisions to settle a strike except when, according to its own best judgment, such a settlement seems advisable.

14. Notices. Except as otherwise provided in this Agreement, any notice, default, or termination from either Party must be sent in writing by certified mail with a return receipt requested, or by personal delivery with receipt. For purposes of all notices, Purchaser's and Seller's representatives are as identified below:

Purchaser:

City of Winter Park Electric Utility Department
Jerry Warren or his Successor
Director of Electric Utility Department
401 South Park Avenue
Winter Park, FL 32789
Jwarren@cityofwinterpark.org

Seller:

Gainesville Regional Utilities
John Stanton or his Successor
Assistant General Manager for Energy Supply
P.O. Box 147117
Gainesville, FL 32614
stantonjw@gru.com

15. Severability. If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect. In the event any provision of this Agreement is found unlawful or otherwise unenforceable, all other provisions shall remain in full force and effect unless the parties agree to the contrary in writing.

16. Procedure for Achieving Assignment; Effect of Not Following Procedure. In light of the scope and rationale for this Agreement, neither the Seller nor the Purchaser may assign, transfer, and/or sell any of the rights noted in this Agreement, or associated with this Agreement, without the express written approval of the other party.

17. Confidentiality. To the extent permitted by Florida law, each Party agrees to keep confidential, and shall not disseminate to any third party (other than such Party's Affiliates) or use for any purpose other than the performance, administration, management and enforcement of this Agreement (except with the written authorization of the other Party), any information received from the other that is properly designated as a trade-secret, or otherwise exempt from disclosure unless such disclosure is pursuant to deposition, inquiry, request for documents, subpoena, civil investigative demand or similar process, by order of a court or tribunal of competent jurisdiction, in order to comply with applicable rules or requirements of any stock exchange, government department or agency or other regulatory authority, by requirements of any securities law or regulation or other legal requirement, or as necessary to enforce the terms of this Agreement. This Section 17 shall survive the termination of this Agreement for a period of two (2) years. If any Party is compelled to disclose any confidential information of the other Party that is not exempt from disclosure such Party shall provide the other Party with prompt notice of the requirement to disclose confidential information in order to enable the other Party, at their own expense, to seek an appropriate protective order or other remedy.

18. Creditworthiness. Both Parties shall at all times maintain acceptable creditworthiness. To maintain "Acceptable Creditworthiness" each Party must not be in default of its obligations as set out in this

Agreement and each Party must maintain an underlying or unenhanced rating of at least Baa3 (Moody's), BBB- (Standard and Poors), or BBB+ (Fitch) or its equivalent. If either Party subsequently fails to maintain Acceptable Creditworthiness, such Party shall notify the other Party within five (5) business days of the date on which it no longer meets the Acceptable Creditworthiness standards described herein. Upon receipt of such notice or upon independently learning that a Party has failed to maintain Acceptable Creditworthiness, the other Party may give written notice within 30 days terminating this Agreement. Following termination, neither Party will have further obligations under this Agreement, other than those obligations described above in Section 17.

19. Default

19.1 Events of Default. Each of the following shall be considered an "Event of Default":

- (a) A default shall occur in the performance of any material covenant or condition to be performed by either Party hereunder including failure to pay any amounts to be paid when due.
- (b) A custodian, receiver, liquidator or trustee of either Party, is appointed or takes possession of all or substantially all of the property of either and such appointment or possession remains uncontested or in effect for more than sixty (60) days; or either Party makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they mature; or either Party is adjudicated bankrupt or insolvent; or an order for relief is entered under the Federal Bankruptcy Code against either Party; or all or substantially all of the material property of either is sequestered by court order and the order remains in effect for more than sixty (60) days; or a petition is filed against either Party under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect, and is not stayed or dismissed within sixty (60) days after filing.
- (c) Either Party files a petition in voluntary bankruptcy or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect.

19.2. Remedies. The Parties shall have the following remedies available to them with respect to the occurrence of an Event of Default with respect to the other Party hereunder:

- (a) Upon the occurrence of an Event of Default by either Party hereunder, the non-defaulting Party shall have the right to (i) invoice and collect all amounts then due to it from the defaulting Party hereunder (subject to any applicable limitation of liability or cap on damages), and (ii) terminate this Agreement at any time during the continuation of such Event of Default upon written notice to the defaulting Party. Notwithstanding any other provision of this Agreement, after the occurrence of an Event of Default and for so long as the Event of Default is continuing and has not been cured, the non-defaulting Party shall have the right, upon written notice to the defaulting Party, to suspend all performance under this Agreement until such Event of Default has been cured.
- (b) If either Party terminates this Agreement as a result of the occurrence of an Event of Default, then the non-defaulting Party shall thereafter have no further obligations hereunder and shall have all rights and remedies available to it under applicable law, including the right to recover damages.
- (c) The remedies provided for in this Agreement shall be without prejudice and in addition to any other right to which either Party is otherwise entitled (whether by operation of law, contract or otherwise).

20. Condition Precedent. Winter Park shall receive approval for firm transmission service from Duke Energy Florida for the capacity and energy contemplated in this contract.

21. **Limitation of Liability.** Unless expressly herein provided, neither Party, or their respective officers, directors, or employees shall be liable for any consequential, incidental, punitive, exemplary or indirect damages, including without limitation, lost profits, lost revenues, cost of capital; loss of use, loss of goodwill, replacement power, claims of customers, or any other business interruption, by statute, in tort or contract, under indemnity provision or otherwise.

22. **Non-Waiver.** Any failure or refusal of either Party to enforce any term or condition hereto shall not be considered a waiver thereof, or any waiver of any right to enforce any term or condition in the future.

23. **Entire Agreement.** This Agreement captures and contains the full and complete intention of the Parties hereto and no modifications or amendments to this Agreement shall be of any force or effect unless they are agreed to by both Parties in writing.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and executed this Agreement for the uses expressed herein the day and year first above written.

CITY OF WINTER PARK, FLORIDA

**CITY OF GAINESVILLE, FLORIDA, d/b/a
GAINESVILLE REGIONAL UTILITIES**

Kenneth W. Bradley
Mayor

Kathy E. Viehe
Interim General Manager of Utilities

Approved as to form and legality:

Approved as to form and legality:

By:_____

By:_____



city commission agenda item

| | | | |
|---------------------------------------|---------------------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| item type | Action Item Requiring Discussion | meeting date | February 24, 2014 |
| prepared by department division | Dori Stone Planning & Community Develop. | approved by | <input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A |
| board approval | EDAB | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A | 7-0 final vote |

Subject:

Approval of ULI Technical Assistance Panel Scope and Funding for US 17-92 Corridor

Motion | Recommendation:

Approve the scope of work and budget of \$25,000 to Central Florida Chapter of ULI to host a Technical Assistance Panel on redevelopment alternatives along US 17-92/Orlando Avenue Corridor

Background:

The Economic Development Advisory Board met with each City Commissioner from October through December 2013. During each discussion, the US 17-92/Orlando Avenue corridor was continually referenced as one of the top corridors for evaluation and recommendations. Based on these discussions and at the request of EDAB, staff approached ULI about the possibility of hosting a TAPS panel to evaluate the corridor and offer recommendations to the City Commission. Staff met with the Jim Sellen, Chair of the TAPS program about the possibility and ULI submitted a scope with costs. EDAB approved the scope of work and noted that the economic development line item within the Planning & Community Development budget had the resources available to fund the Panel and cover expenses.

If approved, staff would work with the ULI team on an April timeframe for the panel.

Alternatives | Other Considerations:

N/A

Fiscal Impact:

\$25,000 is available in the Planning & Community Development budget to fund this effort.

Technical Assistance Panel – Highway 17-92

Scope of Work Proposal

I. Overview

A successful Urban Land Institute Technical Assistance Panel (ULI TAP) convened in June 2012 for the purpose of advising the City of Winter Park on the land use and planning strategies that should be considered in the redevelopment of the West Fairbanks Avenue Corridor extending from 17-92 west to the interchange with Interstate 4. The Panel's effort was divided into three segments: analysis of existing conditions, meeting with affected property owners, and preparation of redevelopment strategies.

As Winter Park continues to recognize the value of the connection between economic development and quality of life inherent to each of its business corridors, ULI recommends a Technical Assistance Panel convene to analyze U.S. Highway 17-92 as the next essential step in expanding the "Winter Park experience." While each corridor within the City is unique, there is a definite synergy between them. A panel review of 17-92 from Monroe Avenue to the north (Maitland city limits) to Nottingham Street to the south (Orlando city limits) will build upon the momentum and energy of ULI's 2012 study to strengthen the City of Winter Park's brand along this important regional roadway.

As a historically important artery, U.S. Highway 17-92 represents a major thoroughfare in the City of Winter Park. An area with a high level of potential, this corridor has seen a recent influx of development the past year. However, based on some recent development proposals in the area, parcels along 17-92 are at risk of being developed disjointedly from one another. Many important projects are entering the landscape with little relation to the parcels around them, including the under-construction *Trader Joe's* Plaza by Unicorp and the *Ravaudage* planned development. Similar characteristics can be observed in recent smaller developments and redevelopments, including *Carmel Café and Wine Bar*, *Italio*, and *Marlow's Tavern*. For the study area to evolve into a truly unique regional commercial and office destination, connectivity and design quality of the built environment will play major roles. In the past, this attention to detail is what has made Winter Park so desirable.

Given the current economic conditions after two dramatic swings in the real estate market, a rebalancing of current planning regulations must be taken into consideration to unify the corridor. Viewing a possible updated overlay district with an emphasis on densities, intensities, massing, and connectivity would provide the necessary framework to ensure successful and sustainable future development along 17-92. Based on the information provided by the City of Winter Park, a ULI Technical Assistance Panel has the ability to review the corridor's current context to allow the City to step back and analyze the situation from an unbiased, interdisciplinary perspective.

II. What is a Technical Assistance Panel?

The Urban Land Institute's Technical Assistance Panels (TAPs) have long provided expert and objective strategic advice to municipalities and other sponsoring organizations on complex land use and development issues. TAPs link public agencies and nonprofit organizations with real estate, planning, financing, legal, marketing, and technical experts as part of ULI's Advisory Services program, which has assisted more than 500 communities worldwide since 1947.

Sponsoring organizations request the services of a TAP to study a specific issue that can be addressed by a panel of experts in two days. ULI assists the sponsor in refining the scope of the assignment and compiles a briefing book that is distributed to the participating panelists. TAP members convene and view the subject site, hear from stakeholders, and then deliberate on the assigned issues. At the conclusion of its work, the panel presents an oral report on its advice and recommendations from which ULI compiles a final written report.

III. About the Urban Land Institute

The Urban Land Institute has provided leadership in the responsible use of land and in creating and sustaining thriving communities worldwide since 1936. ULI is an independent global nonprofit supported by members representing the entire spectrum of real estate development and land use disciplines. ULI Central Florida is one of five ULI District Councils in Florida. ULI Central Florida provides the avenues for active dialogue and helps facilitate solutions to local and regional issues in 14 Central Florida counties.

ULI has a distinguished history of providing unbiased, pragmatic solutions and best practice advice on land use and sustainable development. Through ULI Central Florida, municipal leaders have access to a unique perspective and a multidisciplinary team of real estate experts that would not be available for hire anywhere else.

IV. Methodology of a TAP

The Urban Land Institute's proven TAP methodology provides a framework for subject matter experts and community leaders to come together and provide suggestions for reframing plans for underperforming areas with high potential. ULI proposes to host a two-day, information-rich workshop to examine elements of Winter Park's current and future development trends. The analysis will determine which actions the City should take to foster appropriate development along the 17-92 corridor, and which development patterns might actually discourage the type of business and urban form desired by the City. The results and recommendations are captured in a final presentation, which will be presented verbally to the local community and its leaders, and in a final written report.

The process begins with a panel of experts with experience in urban planning, redevelopment, and market demand is assembled to deliberate and make recommendations on the 17-92 corridor. The panel's objective is to help Winter Park and its residents and business owners set a course for revitalizing the street into an attractive, vibrant, and integral part of the Winter Park experience by exploring and implementing best practices from other places.

In preparation for the two-day TAP workshop, each panelist is provided with an informational book compiled by the city of Winter Park and ULI that includes background information, history, demographics, photographs, maps, and other relevant materials on the study area.

The first day of the TAP workshop begins with a tour of the area including the selected segment of 17-92, the neighborhoods to the east and west, and other relevant corridors, including Orange Avenue, downtown Winter Park, Lee Road, and Fairbanks Avenue. Panelists will analyze which aspects of the study area elevate the Winter Park brand, and which elements may detract from the City's vision and brand.

The first day continues with presentations by key Winter Park city leaders who discuss the general history, background, and anticipated improvements for this area and how things have come to be the way they are. During the lunch session, a City of Orlando Main Street coordinator would discuss the current efforts underway in that city to revitalize other commercial corridors in the area.

At the end of the first day, panelists process the volumes of information and begin brainstorming about recommendations. Brainstorming discussions are often carried straight through the dinner break and into the evening.

On day two, panelists would shape ideas into a presentation for review with city leaders and several 17-92 business owners. The panel reconvenes after lunch to present its final recommendations during a public meeting with elected officials and about 150 residents, business leaders, property owners, and other interested parties. Based on the presentation, ULI would prepare a final written report with a clear framework and direction from which involved parties can make decisions.

V. Outcomes and Next Steps

The Technical Assistance Panel focuses its recommendations on how the City, business owners, and residents can create solutions that are mutually beneficial. Recommendations are based on an analysis of what exists today, who is involved, what is preventing forward motion, which factors could change the situation, how the parties involved can reach consensus about the area's future, and when it might make sense to incorporate changes.

In the final report, our expert panelists will provide next steps with recommendations on:

- Appropriate densities, intensities, and massing along the 17-92 corridor
- Impediments and constraints faced by the City of Winter Park
- Opportunities that the study area offers
- Connectivity to other important Winter Park corridors
- A context for future corridor development
- Next steps to be taken by the City of Winter Park

Deliverables from a two-day TAP include:

- Electronic copy of all informational materials
- Electronic copy of the final presentation
- Electronic and hard copies of the final report

Total Cost: \$25,000



city commission agenda item

| | | | |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------|
| item type | Action Items for Discussion | meeting date | February 24, 2014 |
| prepared by department division | City Manager Administration | approved by | <input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A |
| board approval | <input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote | | |

subject

Discussion of continuing the exploration of bringing minor league baseball to Winter Park.

motion | recommendation

Authorize staff to:

1. Continue exploration of bringing Minor League Baseball to and constructing a stadium in Winter Park at the possible sites discussed in the attached report.
2. Utilize the Madison Group, LTD to assist the City in negotiating deal points and to update the facility assessment study.
3. Pursue potential funding sources for the project on behalf of the City. (Acceptance of any funding source will require City Commission approval)
4. Bring recommendations to the City Commission in the August 2014 timeframe including the above information and appropriate traffic studies.

background

Over the past several months staff has been exploring various options of building a baseball stadium along with Rollins that would facilitate bringing minor league baseball to the community.

Staff is currently exploring four possible sites; Martin Luther King, Jr. Park; Ravaudage; the UP Development/Votech area; and the Harper Shepherd Field site.

Attached is the draft 45 Day Report that was discussed in the February 17, 2014 work session. Note, this report will not be finalized as it will now be replaced by the report in August.

fiscal impact

To be determined.



Analysis of Building a Minor League Baseball Stadium in Winter Park 45-Day Report

At its January 13, 2014 meeting the City Commission directed staff to spend the next 45 days analyzing the possibility of building a minor league baseball stadium in and bringing a minor league baseball team to Winter Park.

The project would be a 2,500 to 3,500 stadium with related amenities to serve as a home to a minor league baseball team, the Rollins College baseball team, a Florida Collegiate Summer League team and other community events.

City staff has reviewed multiple sites in addition to those discussed in this report. The sites covered in this report are the ones staff deemed most feasible. It is possible that other sites could surface as feasible during the next phase of the study if we proceed. One site that was eliminated as a potential stadium site at this time is the former tree farm site. The lack of good access, visibility and the neighborhood impacts led staff to remove that site from current consideration. In addition, after discussion with Rollins representatives, the Harper Shepherd Field site was added back as a potential site and is analyzed in this report.

This report analyzes four potential sites starting from the most southern location to the most northern location. In each of these scenarios staff has factored in a stadium cost of \$20 million. That cost may move up or down depending on a final decision on number of seats and other amenities and architectural features.

The four sites are:

1. Harper Shepherd Field at Alford Stadium site: See Section A.
2. Martin Luther King, Jr. Park: See Section B.
3. Votech Property: See Section C.
4. Ravaudage Property: See Section D.

Preliminary Conclusions and Recommendations:

1. Staff believes there is a value to bringing minor league baseball to the community, not only for the estimated annual \$6 million in economic benefit to the area but also as a family entertainment venue. Each site also could be catalyst for positive redevelopment of surrounding properties. However, as with any opportunity, there is limit to how much city resources are reasonable to put toward the endeavor.
2. As time has passed, the TEAM's initial desire of moving to Winter Park by the beginning (April) of the 2015 season is not feasible. It is more likely that Spring 2016 will be the earliest start date. In order to meet a Spring 2015 start date we would already need to have the site selected and be in the design phase.
3. All four sites should remain open for consideration. While there is currently a funding gap at each site there are unique funding opportunities at each site.
4. Staff recommends using the Madison Group, LTD (Mike Thiessen) to assist the City with recommendations 5, 6 and 7 below. Funding for these services is available in the Economic Development budget.
5. Staff recommends that it be given authorization to pursue over the next five months various funding opportunities on behalf of the City, understanding that the acceptance of any funding would require Commission and/or CRA approval. Those opportunities include but may not be limited to the following:
 - a. New Markets Tax Credit (both state and federal)
 - b. CRA extension and/or expansion
 - c. Tourist Development Taxes
 - d. Private Foundations
 - e. Other State funding
 - f. Developer participation
 - g. CDD funding
 - h. Upfront or future revenues from the TEAM or stadium
 - i. Upfront or future revenues from ROLLINS
 - j. Non-baseball related funding
 - k. Sponsorships

6. During the same five months staff would negotiate with the TEAM, ROLLINS and, if applicable, developer on future allocations of operating costs, revenues, and responsibilities. In addition staff would negotiate a proposed lease agreement if it is a site that the City would own.
7. The facility assessment study will be updated and a traffic impact study conducted for the preferred site(s). For the sake of resource allocation, staff would limit the analyses to no more than two sites.
8. At the end of the five months (August) staff hopes to be in the position to make recommendations that will include whether or not moving forward makes sense and if so, a ranking of the sites, how the stadium project could be funded, proposed deal terms/agreements and who should throw out the first pitch.
9. Staff recommends that regardless of the baseball stadium we move forward with trying to obtain the bowling alley property.

Defined Terms

CITY – City of Winter Park, including CRA

COUNTY – Orange County

CRA – Community Redevelopment Area

HSF – Harper Shepherd Field at Alford Stadium owned by Rollins College. Field is located north of Aragon, east of Denning, south of Holt and west of Capen.

MLK – Martin Luther King, Jr. Park – Park located north of Comstock, east of Harper, south of Morse and west of Denning.

NMTC – New Markets Tax Credits are a potential funding source. Depending on structure this could require setting up one or two non-profit corporations defined as follows:

LC – The lending corporation sells the tax credits for cash and loans the proceeds to qualifying projects; in this case a baseball stadium.

BC – The borrowing corporation would be the entity borrowing the money to build the qualifying project.

NWSC – the Northwest Sports Complex is the site of the former tree farm which is currently 14.2 acres of undeveloped property. The design for development of this site is in 2018 of the Capital Improvement Plan.

RAVAUDAGE – Development site located at the Northwest corner of 17/92 and Lee Road being developed by Dan Bellows.

ROLLINS – Rollins College

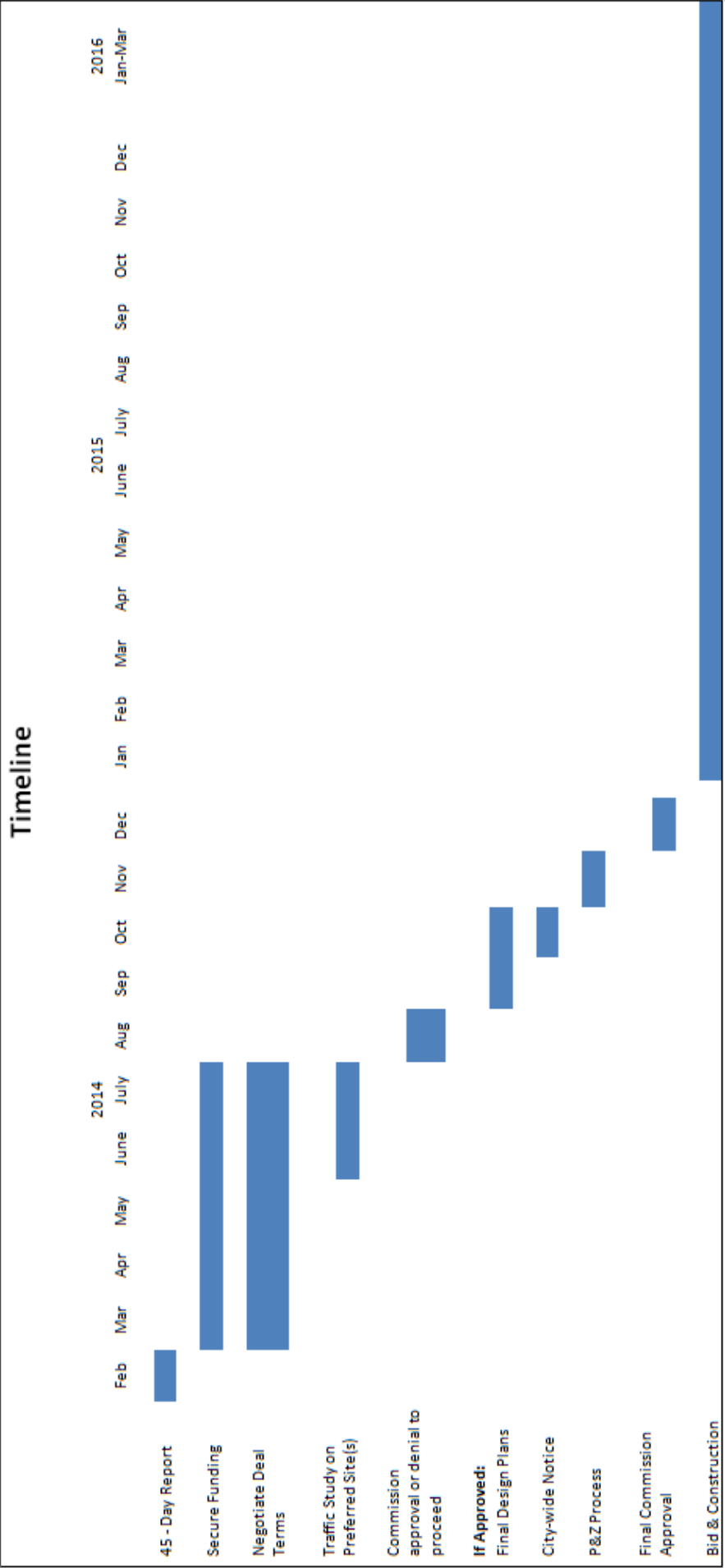
TDT – Tourist Development Tax

TEAM – The Minor League Baseball team owned by Dr. Tom Winters (Winter Park resident) and David Freeman.

TIF – Tax Increment Financing

UP – UP Development is compiling properties generally located north of Webster, east of 17/92, south of Dixon/Solano and west of Denning.

VOTECH – The Votech is an adult education facility owned and operated by the Orange County School Board (OCPS) located at the northwest corner of Webster and Denning. The total site consists of 13.1 acres of land.



Harper Shepherd Field at Alford Stadium

HSF is owned by ROLLINS. It is approximately 6.2 acres. Under this option, ROLLINS would likely own both the land and the stadium and the TEAM would be a tenant. The TEAM would operate the stadium year round.

As part of the CITY's contribution to the project it would obtain the right to host community events such as concerts and corporate outings.

Advantages of this site – Since there would be no land cost (unless adjacent land were to be acquired for parking) this is lowest overall cost option. It is also the least complicated deal. The site is within the City's CRA so it opens up the opportunity to use CRA funds for part of the funding. Since ROLLINS would own the facility, they may be willing to raise more of the funds.

Disadvantages of this site – Parking is constrained and would likely have to be provided by contracts with adjacent property owners until a site for a garage can be obtained. There are also residential neighbors immediately adjacent to the site. While the neighbors are used to the noise, MiLB would bring larger crowds and more traffic and noise than the ROLLINS games. The CITY would not be gaining parkland with the development of this location.

The attached schedules depict the possible financial terms of the deal at this site. All terms are still subject to final negotiation.

- A-1 Schedule of Costs and Funding Sources
- A-2 Schedule of Allocation of Revenues (Still to be negotiated)
- A-3 Schedule of Allocation of Expenses (Still to be negotiated)

Schedule A-1
Harper Shepherd Field at Alford Stadium Site
Schedule of Estimated Costs and Funding Sources

Costs:

| | | |
|--------------------|------------|-----------------------------------|
| Land | - | Unless land purchased for parking |
| Stadium (1) | 20,000,000 | |
| Structured Parking | - | |
| | 20,000,000 | |

Funding Sources:

| | | |
|-----------------|------------|-----------------------|
| TEAM | 2,000,000 | |
| ROLLINS | 2,000,000 | |
| CRA-TIF (2) | 5,000,000 | half COUNTY half CITY |
| Funding Gap (3) | 11,000,000 | |
| | 20,000,000 | |

Notes:

- (1) Could be adjusted up or down depending on amenities and # of seats
- (2) Would require COUNTY approval to extend CRA for 5 years
- (3) Opportunities to close gap include but are not limited to additional participation from TEAM and ROLLINS, NMTC, other State participation, other CITY participation, other private participation

Schedule A-2
Harper Shepherd Field at Alford Stadium Site
Schedule of Allocation of Revenues

| | Revenue Sharing (1) | | | |
|----------------------------|---------------------|---------|------|----|
| | TEAM | ROLLINS | CITY | LC |
| MiLB Tickets | | | | |
| ROLLINS Tickets | | | | |
| CITY Events - ticketed | | | | |
| CITY Events - fixed fee | | | | |
| ROLLINS Events - ticketed | | | | |
| ROLLINS Events - fixed fee | | | | |
| Naming Rights | | | | |
| Other fixed advertising | | | | |
| Audio/Video advertising | | | | |
| Parking fees (if any) | | | | |
| Programs/Souvenirs | | | | |
| Concessions: | | | | |
| MiLB Games | | | | |
| Rollins Games | | | | |
| City Events | | | | |
| ROLLINS Events | | | | |
| Lease Payments (2) | | | | |
| Interest on the NMTC Loan | | | | |
| Notes: | | | | |
| (1) | | | | |
| (2) | | | | |

Schedule A-3
Harper Shepherd Field at Alford Stadium Site
Schedule of Allocation of Expenses

| | Expense Sharing (1) | | | |
|------------------------------------|---------------------|---------|------|----|
| | TEAM | ROLLINS | CITY | LC |
| Payroll: | | | | |
| Year round staff | | | | |
| TEAM Game Day | | | | |
| ROLLINS Game Day (3) | | | | |
| CITY Events (3) | | | | |
| ROLLINS Events (3) | | | | |
| Routine Operating (2) | | | | |
| Utilities | | | | |
| Promotions/advertising | | | | |
| TEAM | | | | |
| CITY Events | | | | |
| ROLLINS games/events | | | | |
| Capital Maintenance | | | | |
| Lease Payment | | | | |
| Stadium Use Fees: | | | | |
| CITY Events (3) | | | | |
| ROLLINS Events (3) | | | | |
| Property Taxes | | | | |
| Interest on NMTC loan | | | | |
| Interest and Principal on CRA Loan | | | | |
| Notes: | | | | |
| (1) | | | | |
| (2) | | | | |

-B-

MLK

MLK is owned by the CITY. Under this option, the CITY would own both the land and the stadium and ROLLINS and the TEAM would be tenants. The TEAM would operate the stadium year round.

There are three multi-purpose natural grass fields on this site that are used primarily for youth sports. A stadium at this site would eliminate one of the multi-purpose fields and parking would need to be allowed on the other two during TEAM game days. If this site is used staff would recommend accelerating the development of the NWSC to replace the fields.

To further facilitate parking staff would recommend obtaining the adjacent bowling alley site from ROLLINS. In fact, there are advantages to the CITY in obtaining the bowling alley whether or not MLK is chosen as the preferred site. Rollins currently has a contract with a private developer for that property but if that deal is not finalized, the CITY should step in.

Advantages of this site – CITY already owns the land. The site is within the City's CRA so it opens up the opportunity to use CRA funds for part of the funding.

Disadvantages of this site – Requires the replacement of the multi-purpose fields. The CITY would not be gaining parkland with the development of this location. Access to the site is limited but manageable.

The attached schedules depict the possible financial terms of the deal at this site. All terms are still subject to final negotiation.

- B-1 Schedule of Estimated Costs and Funding Sources
- B-2 Schedule of Allocation of Revenues (Still to be negotiated)
- B-3 Schedule of Allocation of Expenses (Still to be negotiated)

| Schedule B-1 MLK Park Schedule of Estimated Costs and Funding Sources | | |
|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Costs: | | |
| Land - bowling alley (1) | 3,000,000 | |
| Stadium (2) | 20,000,000 | |
| Build out NWSC | 3,000,000 | |
| Move softball stadium to HSF | 500,000 | |
| Structured Parking | - | Could be added if needed |
| | <u>26,500,000</u> | |
| Funding Sources: | | |
| TEAM | 2,000,000 | |
| ROLLINS | 2,000,000 | |
| CRA-TIF | 5,000,000 | half COUNTY |
| Park Acquisition Funds (3) | 500,000 | half CITY |
| Funding Gap (4) | <u>17,000,000</u> | |
| | <u>26,500,000</u> | |
| Notes: | | |
| (1) | Not required to build stadium but would help with parking needs | |
| (2) | Could be adjusted up or down depending on amenities and # of seats | |
| (3) | If acquiring the bowling alley | |
| (4) | Opportunities to close gap include but are not limited to more participation from TEAM and ROLLINS, NMTC, TDT, other State participation, other CITY participation, other private participation | |

Schedule B-2
MLK Park
Schedule of Allocation of Revenues

| | Revenue Sharing (1) | | | | |
|----------------------------|---------------------|---------|------|----|----|
| | TEAM | ROLLINS | CITY | LC | BC |
| MiLB Tickets | | | | | |
| ROLLINS Tickets | | | | | |
| CITY Events - ticketed | | | | | |
| CITY Events - fixed fee | | | | | |
| ROLLINS Events - ticketed | | | | | |
| ROLLINS Events - fixed fee | | | | | |
| Naming Rights | | | | | |
| Other fixed advertising | | | | | |
| Audio/Video advertising | | | | | |
| Parking fees (if any) | | | | | |
| Programs/Souvenirs | | | | | |
| Concessions: | | | | | |
| MiLB Games | | | | | |
| Rollins Games | | | | | |
| City Events | | | | | |
| ROLLINS Events | | | | | |
| Lease Payments (2) | | | | | |
| Interest on the NMTC Loan | | | | | |
| Notes: | | | | | |
| (1) | | | | | |
| (2) | | | | | |

Schedule B-3
MLK Park
Schedule of Allocation of Expenses

Expense Sharing (1)

TEAM

ROLLINS

CITY

LC

BC

Payroll:

Year round staff
TEAM Game Day
ROLLINS Game Day (3)
CITY Events (3)
ROLLINS Events (3)

Routine Operating (2)

Utilities

Promotions/advertising

TEAM
CITY Events
ROLLINS games/events

Capital Maintenance

Lease Payment

Stadium Use Fees:

CITY Events (3)
ROLLINS Events (3)

Property Taxes

Interest on NMTC loan

Interest and Principal
on CRA Loan

Notes:

(1)

(2)

Votech

The VOTECH site is owned by OCPS. OCPS would have to surplus the property and we (someone involved with the project) would have to acquire it. Under this option as proposed, the CITY would own the land and possibly the stadium and ROLLINS and the TEAM would be tenants. Stadium ownership may include a partnership opportunity with an investor to the project. The TEAM would operate the stadium year round.

The stadium would be part of a mixed use development. Staff has had preliminary talks with UP Development (the developer of the adjacent property that will include Whole Foods) and they have expressed interest in participating in the project. Staff has also had talks with another developer that has an interest in acquiring the site.

Advantages of this site – Great access and visibility. Provides an opportunity to kick start redevelopment of a blighted area. Could be a higher percentage of private money going into the project. For the City's participation there would be a gain of approximately 6 acres of parkland.

Disadvantages of this site – Because of the parking structure it costs more than sites A and B. Deal is more complicated because of the number of parties involved. No guarantee OCPS is willing to dispose of the property and if they do, there is not guarantee that a developer interested in working with the CITY on a stadium will be the winning bidder. There may be timing issues if a replacement school has to be built before the site can be utilized.

The attached schedules depict the possible financial terms of the deal at this site. All terms are still subject to final negotiation.

- C-1 Schedule of Costs and Funding Sources
- C-2 Schedule of Allocation of Revenues (Still to be negotiated)
- C-3 Schedule of Allocation of Expenses (Still to be negotiated)

Schedule C-1
Votech Site
Schedule of Estimated Costs and Funding Sources

Costs:

| | |
|--------------------|------------|
| Land (1) | 6,000,000 |
| Stadium (2) | 20,000,000 |
| Structured Parking | 10,000,000 |
| | 36,000,000 |

Funding Sources:

| | |
|---------------------------------------|------------|
| TEAM | 2,000,000 |
| ROLLINS | 2,000,000 |
| Park Acquisition Funds | 500,000 |
| Return Parks Impact Fees to developer | 500,000 |
| Funding Gap (3) | 31,000,000 |
| | 36,000,000 |

Notes:

- (1) Would require OCPS approval to surplus the Votech site and Developer to acquire it and sell approximately 6 acres to City for \$6 million
- (2) Could be adjusted up or down depending on amenities and # of seats
- (3) Opportunities to close gap include but are not limited to Developer participation, more participation from TEAM and ROLLINS, NMTC, TDT, other State participation, other CITY participation, other private participation, expansion/extension of CRA

Schedule C-2
Votech Site
Schedule of Allocation of Revenues

| | Revenue Sharing (1) | | | | | |
|----------------------------|---------------------|---------|----|------|----|----|
| | TEAM | ROLLINS | UP | CITY | LC | BC |
| MilB Tickets | | | | | | |
| ROLLINS Tickets | | | | | | |
| CITY Events - ticketed | | | | | | |
| CITY Events - fixed fee | | | | | | |
| ROLLINS Events - ticketed | | | | | | |
| ROLLINS Events - fixed fee | | | | | | |
| Naming Rights | | | | | | |
| Other fixed advertising | | | | | | |
| Audio/Video advertising | | | | | | |
| Parking fees (if any) | | | | | | |
| Programs/Souvenirs | | | | | | |
| Concessions: | | | | | | |
| MilB Games | | | | | | |
| Rollins Games | | | | | | |
| City Events | | | | | | |
| ROLLINS Events | | | | | | |
| Lease Payments (2) | | | | | | |
| TEAM | | | | | | |
| ROLLINS | | | | | | |
| Interest on the NMTC Loan | | | | | | |
| Notes: | | | | | | |
| (1) | | | | | | |
| (2) | | | | | | |

Schedule C-3
Votech Site
Schedule of Allocation of Expenses

Expense Sharing (1)

TEAM

ROLLINS

CITY

LC

BC

Payroll:

Year round staff
TEAM Game Day
ROLLINS Game Day (3)
CITY Events (3)
ROLLINS Events (3)

Routine Operating (2)

Utilities

Promotions/advertising

TEAM
CITY Events
ROLLINS games/events

Capital Maintenance

Lease Payment (4):

TEAM
ROLLINS

Stadium Use Fees:

CITY Events (3)
ROLLINS Events (3)

Property Taxes

Interest on NMTC loan

Interest and Principal
on CRA Loan

Notes:

(1)

(2)

Ravaudage

The RAVAUDAGE site is owned by companies controlled by Dan Bellows. Under this option as proposed, the CITY or a CDD set up by the CITY would own the land and possibly the stadium and ROLLINS and the TEAM would be tenants. Stadium ownership may include a partnership opportunity with an investor to the project. The TEAM would operate the stadium year round.

The stadium would be part of a mixed use development being developed at RAVAUDAGE. In our preliminary talks with the developer, he has expressed interest in participating in the project.

Advantages of this site – Great access and visibility. Provides an opportunity to kick start redevelopment of a blighted area. There may be some unique financing opportunities at this site. For the City's participation there would be a gain of approximately 6 acres of parkland.

Disadvantages of this site – This is the most expensive site being considered and the deal is complicated. The TEAM has balked before at going to this location.

The attached schedules depict the possible financial terms of the deal at this site. All terms are still subject to final negotiation.

- D-1 Schedule of Costs and Funding Sources
- D-2 Schedule of Allocation of Revenues (Still to be negotiated)
- D-3 Schedule of Allocation of Expenses (Still to be negotiated)

Schedule D-1
Ravaudage
Schedule of Estimated Costs and Funding Sources

Costs:

| | |
|--------------------|------------|
| Land (1) | 11,000,000 |
| Stadium (2) | 20,000,000 |
| Structured Parking | 10,000,000 |
| | 41,000,000 |

Funding Sources:

| | |
|---------------------------------------|------------|
| TEAM | 2,000,000 |
| ROLLINS | 2,000,000 |
| Park Acquisition Funds | 500,000 |
| Return Parks Impact Fees to Ravaudage | 1,000,000 |
| Funding Gap (3) | 35,500,000 |
| | 41,000,000 |

Notes:

- (1) Developer wants approximately \$8,000,000 in infrastructure work plus \$3 million cash
- (2) Could be adjusted up or down depending on amenities and # of seats
- (3) Opportunities to close gap include but are not limited to Developer participation, use of CDD funding mechanism with shared future revenues, more participation from TEAM and ROLLINS, NMTC, TDT, other State participation, other CITY participation, other private participation

Schedule D-2
Ravaudage
Schedule of Allocation of Revenues

Revenue Sharing (1)

TEAM

ROLLINS

CITY

LC

BC

MiLB Tickets

ROLLINS Tickets

CITY Events - ticketed

CITY Events - fixed fee

ROLLINS Events - ticketed

ROLLINS Events - fixed fee

Naming Rights

Other fixed advertising

Audio/Video advertising

Parking fees (if any)

Programs/Souvenirs

Concessions:

MiLB Games

Rollins Games

City Events

ROLLINS Events

Lease Payments (2)

TEAM

ROLLINS

Interest on the NMTC Loan

Notes:

(1)

(2)

Schedule D-3
Ravaudage
Schedule of Allocation of Expenses

| | Expense Sharing (1) | | | | |
|---------------------------------------|---------------------|---------|------|----|----|
| | TEAM | ROLLINS | CITY | LC | BC |
| Payroll: | | | | | |
| Year round staff | | | | | |
| TEAM Game Day | | | | | |
| ROLLINS Game Day (3) | | | | | |
| CITY Events (3) | | | | | |
| ROLLINS Events (3) | | | | | |
| Routine Operating (2) | | | | | |
| Utilities | | | | | |
| Promotions/advertising | | | | | |
| TEAM | | | | | |
| CITY Events | | | | | |
| ROLLINS games/events | | | | | |
| Capital Maintenance | | | | | |
| Lease Payment (4): | | | | | |
| TEAM | | | | | |
| ROLLINS | | | | | |
| Stadium Use Fees: | | | | | |
| CITY Events (3) | | | | | |
| ROLLINS Events (3) | | | | | |
| Property Taxes | | | | | |
| Interest on NMTC loan | | | | | |
| Interest and Principal on CRA Loan | | | | | |
| Notes: | | | | | |
| (1) | | | | | |
| (2) | | | | | |



city commission agenda item

| | | | |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------|
| item type | Action Item Requiring Discussion | meeting date | February 24, 2014 |
| prepared by department division | David Zusi W&WW Utilities Administration | approved by | <input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A |
| board approval | <input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote | | |

Subject:

Provide City assistance with gravity sewer relocation to accommodate the Capen House at the Albin Polasek Museum location.

Motion | Recommendation:

Authorize the City Utilities Department to relocate the existing gravity sewer that is in conflict with the new location of the Capen House, and to bill the actual cost of materials and labor to the Polasek Museum.

Background:

The City received a request for assistance in relocating the existing gravity sewer under the Capen House. Two bids were obtained to do the work using outside contractors ranging from approximately \$24,000 to \$28,000.

Alternatives | Other Considerations:

The Utility Department has estimated that our cost to do the relocation using in-house Utility construction crews is \$11,579.43.

Fiscal Impact:

There will be no fiscal impact if the City is reimbursed for the material, labor and equipment costs

Capen House
Polanski Muesum Proprety
8" Sanitary Sewer Main Relcoation

4-Nov-13

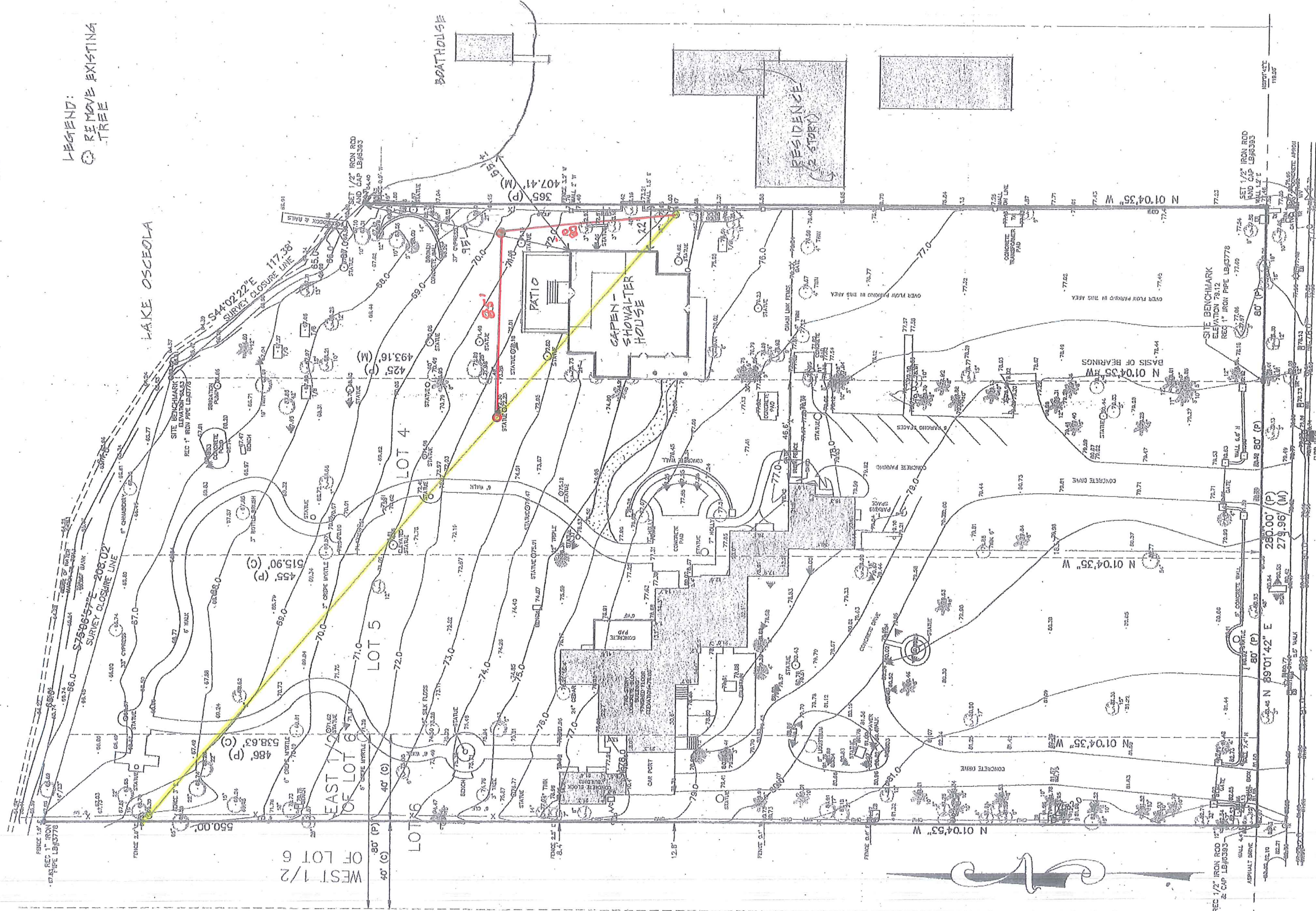
| DESCRIPTION | QTY | UNITS | MATERIAL UNIT COST | MATERIAL TOTAL | HR QTY | LABOR TOTAL | EQUIP TOTAL | TOTAL |
|----------------------------|-----|-------|-----------------------|-------------------|--------|----------------|----------------|--------------------|
| 8" PVC PIPE, SDR-35 | 165 | LF | \$5.88 | \$970.20 | 16 | \$2,558.40 | \$822.72 | \$4,351.32 |
| 6" PVC PIPE, SDR-35 | 30 | LF | \$3.10 | \$93.00 | 2 | \$319.80 | \$102.84 | \$515.64 |
| 8" x 6" PVC WYE | 1 | EA | \$22.45 | \$22.45 | 0.5 | \$79.95 | \$25.71 | \$128.11 |
| 6" x 6" PVC WYE | 1 | EA | \$12.87 | \$12.87 | 0.5 | \$79.95 | \$25.71 | \$118.53 |
| 6" 45 DEGREE BEND | 2 | EA | \$5.27 | \$10.54 | 0.5 | \$79.95 | \$25.71 | \$116.20 |
| CLEAN OUT ASSEMBLY | 1 | EA | \$18.29 | \$18.29 | 0.5 | \$79.95 | \$25.71 | \$123.95 |
| 4' STANDARD MANHOLE | 2 | EA | \$1,360.00 | \$2,720.00 | 8 | \$1,279.20 | \$411.36 | \$4,410.56 |
| # 57 STONE | 2 | TN | \$32.75 | \$65.50 | 0.5 | \$79.95 | \$25.71 | \$171.16 |
| Misc. brick and motar, etc | 1 | LS | \$40.00 | \$40.00 | 1 | \$159.90 | \$51.42 | \$251.32 |
| Grout Existing Main | 1 | LS | \$320.00 | \$0.00 | 2 | \$319.80 | \$102.84 | \$742.64 |
| DEP PERMIT FEE | 1 | EA | | | | | | <u>\$650.00</u> |
| COLUMN TOTALS | | | | \$3,952.85 | 32 | \$5,036.85 | \$1,619.73 | \$11,579.43 |

No Restoration Costs are included. Area to be restored by owner.

8sm Relc Capen House

OPTION II RELOCATE 8" SAN. MAIN

LEGEND:
○ REMOVE EXISTING TREE



OSCEOLA AVENUE (STATE ROAD 426)

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft

POWASEK HOUSEDM:

1ST. FLR: 4254.4 + 2ND. FLR: 1860.5 F.
TOTAL: 6,114 S.F.

CAPEN-SHOWALTER:

1ST. FLR: 2,570 S.F. + 2ND. FLR: 1,580 S.F.
TOTAL: 4,090 S.F.

GRAND TOTAL: 10,204 S.F.
SITE: 152,498 S.F. OR 3.5 ACRES

SITE PLAN

ALBIN POWASEK FOUNDATION
633 OSCEOLA AVENUE
WINTER PARK, FLORIDA
STEPHEN FELDER, ARCHITECT
SCALE: 1"=30' 21 AUGUST, 2013



city commission **agenda item**

| | | | |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------|
| item type | Action Item Requiring Discussion | meeting date | February 24, 2014 |
| prepared by department division | Cindy Bonham, City Clerk | approved by | <input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A |
| board approval | <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A final vote | | |

Subject:

Appointment of Canvassing Board for March 11, 2014 election

Motion | Recommendation:

Three motions are necessary as follows:

Appoint three members to the 2014 General Election Canvassing Board. Each member must be able to attend the meetings scheduled for March 11 and March 13 (see explanation below). For the 2014 election, the following can serve on the Board: Mayor Bradley, Commissioners Leary (since he is unopposed), Cooper and McMacken. Please remember that the City Clerk can serve on the Board also if the Mayor or Commissioner cannot. We need to have a quorum, so we need to have three (3) Canvassing Board members.

Motion to accept the canvassing criteria as set by the state and used by Orange County for canvassing absentee ballots.

Motion to allow the Orange County Supervisor of Elections to open and run all absentee ballots through the tabulator ahead of time that are not questionable and are valid (without ascertaining the results until 7:00 p.m.).

That will save the Canvassing Board a lot of time as that portion will be completed upon our arrival. The Canvassing Board will only need to accept or reject any absentees that have issues with them (such as no signature, signatures do not match, etc.).

Background:

Per our Charter, the Commission must appoint three (3) of its members to consist of the Canvassing Board. For any disqualified City Commissioner or Mayor, the City Clerk can act as the alternate Canvassing Board member.

This will require the Board to meet at the Supervisor of Elections Office on March 11 at 4:00 to conduct the Logic and Accuracy Test on the tabulating equipment and to

canvass absentee/provisional ballots. The board will be required to meet again on March 13 at 2:00 at the Supervisor of Elections Office to certify the election results, canvass any outstanding provisional ballots and at 3:00 p.m., to select the contest and the precinct to be audited in accordance with Chapter 101.591, Florida Statutes and Rule 1SER08-04, F.A.C.

If necessary, the board will reconvene the same day at 5:00 p.m. to canvass any provisional ballots not otherwise previously processed, certify the election results if not already certified, and select the contest and precinct to be audited.

The City Clerk will Chair the meeting and guide the board as necessary.

Alternatives | Other Considerations:

N/A

Fiscal Impact:

N/A



city commission agenda item

| | | | |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------|
| item type | Action Item Requiring Discussion | meeting date | February 24, 2014 |
| prepared by department division | Cindy Bonham City Clerk | approved by | <input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A |
| board approval | <input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote | | |

Subject:

Cancel or reschedule the Commission meeting scheduled for Monday, May 26, 2014 due to the Memorial Day Holiday.

Motion | Recommendation:

Commission to consider the two alternatives listed below.

Background:

It has been customary to either cancel or reschedule the Monday meetings that fall on a holiday to the following day (Tuesday). In 2012 and 2013, the second May meeting was cancelled.

Alternatives | Other Considerations:

1. Cancel the May 26 meeting or
2. Reschedule the Commission meeting to Tuesday, May 27, 2014

Fiscal Impact:

N/A



city commission public hearing

| | | | |
|---------------------------------------|--------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------|
| item type | Public Hearing | meeting date | February 24, 2014 |
| prepared by department division | Terry Hotard Electric Utility | approved by | <input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A |
| board approval | <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A final vote | | |

Subject:

Undergrounding of Electric/CATV Facilities
Final Resolution - Seminole Drive

Motion | Recommendation:

Approve resolution declaring and confirming the special assessments pertaining to the undergrounding of electric/CATV facilities in the area of Seminole Drive. Staff recommendation is to approve the resolution.

Background:

Winter Park Electric's PLUG-IN program was approved by the city commission to provide neighborhoods with a method of accelerating the undergrounding of neighborhood overhead facilities. Through the PLUG-IN Program the city provides homeowners within the Neighborhood Electric Assessment District (NEAD) a 50% match of the electric undergrounding. Bright House Network has agreed to a 5% contribution. Homeowners have the option of a onetime lump sum or 10 year repayment schedule. Annual assessment will be placed on the property tax bill. 87% (66% required) of the 8 homeowners within the Seminole Drive NEAD have voted in favor of this project.

Alternatives | Other Considerations:

Fiscal Impact:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, PURSUANT TO CHAPTER 170, FLORIDA STATUTES, DECLARING THAT THE CITY IS TO FUND CAPITAL IMPROVEMENTS IN AND FOR THE CITY, TO-WIT: UNDERGROUND ELECTRIC/CATV (BHN) FACILITIES ALONG SEMINOLE DRIVE; FURTHER DECLARING THAT THE COST OF SAID IMPROVEMENTS SHALL BE PARTIALLY PAID BY SPECIAL ASSESSMENTS LEVIED AGAINST REAL PROPERTY SPECIALLY BENEFITTED BY SAID IMPROVEMENTS; SPECIFYING THE MANNER OF AND TIME FOR PAYING THE SPECIAL ASSESSMENTS; AND INVITING THE PUBLIC TO REVIEW THE PROJECT PLANS AND SPECIFICATIONS AND THE ASSESSMENT PLAT, ALL OF WHICH ARE ON FILE AT THE OFFICE OF THE CITY CLERK OF THE CITY OF WINTER PARK; CONFIRMING THE SPECIAL ASSESSMENTS FOR THE UNDERGROUNDING OF ELECTRIC/CATV (BHN) FACILITIES WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF WINTER PARK, CONSISTING OF PROPERTIES ADJACENT TO SEMINOLE DRIVE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park, Florida has established a policy for undergrounding electric/CATV (BHN) facilities within the City; and

WHEREAS, the owners of the requisite number of lots within the area along Seminole Drive have requested the undergrounding of electric/CATV (BHN) facilities (the "Project"); and

WHEREAS, home rule authority, Ordinance 2249, and Section 197.3632, Florida Statutes, allow the City Commission of the City of Winter Park to levy and collect special assessments to fund capital improvements and municipal services pursuant to the uniform method; and

WHEREAS, the expenses of the electric/CATV (BHN) undergrounding Project are to be defrayed by special assessments; and

WHEREAS, the benefits derived from the Project exceed the cost of the assessments levied hereunder. The assessment for each property does not exceed the proportional benefits that each property will receive compared to other property in the area; and

WHEREAS, the assessments provide an equitable method of funding the facilities by fairly and reasonably allocating the cost to specially benefited property; and

WHEREAS, Ordinance 2249, and Section 197.3632, Florida Statutes, establish procedures to be followed by the City of Winter Park prior to commencement of the Project; and

WHEREAS, on January 13, 2014 the City Commission, at a duly noticed meeting, adopted Resolution No. 2130-14 expressing its intent to use the Uniform Method for Collection of non-ad valorem assessment for more than one year pursuant to Section 197.3632, Florida Statutes, within the City of Winter Park; and

WHEREAS, Section 197.3632, Florida Statutes, requires that a public hearing be conducted with respect to the special assessment roll which has heretofore been filed with the City Clerk; and

WHEREAS, on January 27, 2014, the City Commission adopted Resolution No. 2131-14, ("Initial Resolution") providing for a public hearing to consider imposition of these special assessments and the method of collection, and notice of the public hearing has been published and mailed, as required by Section 197.3632, Florida Statutes, to provide notice to all interested persons of an opportunity to be heard in considering this Final Assessment Resolution for assessment of properties described as properties abutting Seminole Drive.

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WHEREAS, Section 197.3632, Florida Statutes, requires that at said public hearing the City Commission of the City of Winter Park hear and consider any and all written objections and testimony as to such special assessments, and to adjust said assessments when necessary on a basis of justice and right; and

WHEREAS, the City Commission of the City of Winter Park has heard and considered all objections as to such special assessments raised by the owners of property to be assessed and other interested persons; and

WHEREAS, the City Commission desires to confirm the approvals, authorizations and findings in the Initial Resolution with such amendments as provided herein, and to adopt the non-ad valorem assessment and authorize the levy, collection, and enforcement thereof on specially benefitted property located along Seminole Drive;

WHEREAS, the City Commission intends for the non-ad valorem assessment roll for those properties, as finally adopted through this Final Assessment Resolution, to be certified by the City prior to September 15, 2014, subject to such adjustments as provided herein.

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

Section 1. The City of Winter Park shall provide public improvements consisting of the undergrounding of electric/CATV (BHN) facilities in the area described as Seminole Drive. The exact location and description of such improvements and municipal services appear upon the plans and specifications on file with the Electric Utility Department of the City of Winter Park.

Section 2. The City Commission of the City of Winter Park, after hearing and considering all objections brought before it as to the special assessments to be charged against property owners for the undergrounding of electric/CATV (BHN) facilities and funding of capital improvements consisting of undergrounding of electric/CATV (BHN) facilities along Seminole Drive, does hereby approve and confirm the special assessments as contained in the Special Assessment Rolls filed with the City Clerk of the City of Winter Park. All actions taken by the City Commission at its meeting on February 10, 2014 are ratified and confirmed. By being so approved and confirmed, such assessments shall become legal, valid and binding first liens upon the property against which such assessments are made, until paid.

Section 3. The estimated cost of this improvement to be paid by special assessments is \$11,405.00 (electric) and \$3,043.00 (BHN), representing an estimated unit cost of \$1,426.00 (electric) and \$380.00 (BHN) per adjacent parcel, which will be paid by special assessments established by the City Commission of the City of Winter Park in accordance with the provisions of Section 197.3632, Florida Statutes. Such assessments and the method and schedule for payment, are as set forth on Schedule A attached hereto, and may be paid to the City as follows:

In cash without interest, at any time within 30 days after the aforesaid improvement has been completed, or

In ten (10) equal annual installments of principal and interest accrued at the rate of 4.25% per annum for electric undergrounding and the prime interest rate for CATV (BHN) undergrounding, such payments to commence upon the approval of the resolution and submittal to the appropriate agency(s) for inclusion in the tax roll(s) and annually thereafter.

If such annual installments are not paid when due, there shall be added a penalty of one percent (1%) thereof per month until paid. Such assessments shall constitute liens, and shall be enforceable as provided in Section 197.3632, Florida Statutes.

Section 4. The lands upon which the aforesaid special assessments shall be levied shall be all lots and lands adjoining and contiguous or bounding and abutting the improvements within the described Neighborhood Electric Assessment District (NEAD) which are specially benefitted thereby and further designated in Schedule A, which are the properties abutting Seminole Drive.

Section 5. The public is invited to review Schedule A, the plans and specifications, and the estimate of the cost of the Project, all of which are on file with the City Clerk of the City of Winter Park, Florida, all as required by Section 197.3632, Florida Statutes.

Section 6. The City Clerk shall cause such approved and confirmed special assessments to be duly recorded in a special book to be known as the "improvement lien book". The record of the lien in said book shall constitute prima facie evidence of its validity. The assessment shall constitute a lien against the assessed property upon adoption of the annual assessment for each Fiscal Year, equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the City Commission of the annual assessment resolution and shall attach to the property included on the Assessment Rolls as of the prior January 1, the lien date for ad valorem taxes.

Section 7. COLLECTION OF ASSESSMENT. The assessments shall be collected pursuant to the Uniform Assessment Collection Act, F.S. § 197.3632. Upon adoption of the Annual Assessment Resolution for each Fiscal Year, the City Clerk shall cause the certification and delivery of the Assessment Roll to the Tax Collector by

September 15, in the manner prescribed by the Uniform Assessment Collection Act.

Section 8. EFFECT OF FINAL RESOLUTION. The adoption of this Final Resolution shall be the final adjudication of the issues presented herein and in the Initial Resolution (including, but not limited to, the method by which the assessment will be computed, the Assessment Roll, the maximum annual assessment, the levy and lien of the assessment and the terms for prepayment of the assessment) unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 (twenty) days from the date of City Commission action on this Resolution.

Section 9. PREPAYMENT NOTICE. The City Clerk is hereby directed to provide notice by first class mail to the owner of each property described in the Assessment Roll of the opportunity to prepay all future annual assessments without additional financing cost. The notice shall be mailed to each property owner at the address utilized for the notice provided pursuant to Section 8 of the Initial Assessment Resolution.

Section 10. ASSESSMENT NOTICE. The City Clerk is hereby directed to record this Resolution as notice of the assessments in the Orange County Official Records. The preliminary Assessment Roll and each annual Assessment Roll shall be retained by the City Clerk and shall be available for public inspection.

Section 11. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or application of this Resolution.

Section 12. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the ~~24th~~^{10th} day of February, 2014.

Kenneth W. Bradley, Mayor

Attest: _____
Cynthia S. Bonham, City Clerk



city commission public hearing

| | | | |
|---------------------------------------|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| item type | Public Hearing | meeting date | February 24, 2014 |
| prepared by department division | Lindsey Hayes Planning & Community Development Department | approved by | <input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A |
| board approval | Historic Preservation Board | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A | 6-0 final vote |

Subject:

J. Kurtis and Karin H. Wood, the owners of 1873 Glencoe Avenue, have requested the listing of their property at 1873 Glencoe Road in the Winter Park Register of Historic Places.

Motion | Recommendation:

The Historic Preservation Board voted unanimously on February 12, 2014 to recommend listing 1873 Glencoe Road the Winter Park Register of Historic Places. The listing is finalized by resolution of the City Commission (attached).

Background:

1873 Glencoe Road is associated with the 1920s Florida Land Boom period of development of the Forrest Hills neighborhood. The house is an excellent representative of the Spanish Eclectic style in Winter Park. It retains its historic integrity to a substantial degree, and the property is in excellent condition.

Alternatives | Other Considerations:

Fiscal Impact:

None

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
WINTER PARK, FLORIDA, DESIGNATING THE PROPERTY
LOCATED AT 1873 GLENCOE ROAD, WINTER PARK, FLORIDA
AS A HISTORIC RESOURCE ON THE WINTER PARK REGISTER
OF HISTORIC PLACES.**

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

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

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

WHEREAS, the Winter Park Historic Preservation Board determined that the property at 1873 Glencoe Road meets the criterion for historic resource status through its association with the Florida Land Boom period of development in the Forrest Hills neighborhood in Winter Park and as an example of Spanish Eclectic Revival style architecture.

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

The City Commission of the City of Winter Park hereby supports and endorses the designation of 1873 Glencoe Road as a historic resource on the Winter Park Register of Historic Places.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park held in City Hall, Winter Park on this _____ day of _____ 2014.

Kenneth W. Bradley, Mayor

ATTEST:

City Clerk



CITY OF WINTER PARK
HISTORIC PRESERVATION BOARD

Staff Report
February 12, 2014

HDA 14-001 Request of J. Kurtis and Karin H. Wood to designate their property at 1873 Glencoe Road to the Winter Park Register of Historic Places. Zoned R-1AA. Parcel ID #18-22-30-2844-08-131.

The residential property at 1873 Glencoe Road is located in the 1925 Forrest Hills subdivision. The property includes a circa 1925 historic house and a non-contributing tennis court. The owners, James K. and Karin H. Wood are requesting designation of their property to the Winter Park Register of Historic Places in conjunction with a certificate of review request.

Description. The two story house at 1873 Glencoe Road was built in the Spanish Eclectic style. It is located on the southwest corner of Glencoe Road and Reading Way. The massing is irregular and includes rambling one story elements. It has a continuous foundation. The low-pitched roof is clad in tile with the primary roof in a hip and gable combination, while the minor one story elements have shed roofs. The eaves have little overhang. The wall surfaces are moderately textured stucco. The primary entrance is off centered on the main body of the house, and is sheltered by a gable front open portico with an arched opening. The portico gable has a curved verge board. The French entry door has fifteen lights. This entrance is accented on the second floor above with a pair of distinctive stained glass windows. The shape of the carved wood features on the windows picks up the curves of the portico opening and verge board. To the right, the entry portico has two double casement, round arched windows with divided lights. A pair of these windows is repeated on the recessed wall to the left of the portico. The one story sunroom wrapped around the south elevation has divided light fixed and casement windows topped with fixed elliptical fanlights. The second floor windows are pairs of divided light casements.

The main body of the house is connected to the two story, two car garage by a second floor passage with an open courtyard and exterior stairs below. The double size garage door is likely a later modification to replace two separate doors. The northern garage side elevation has ground floor windows but is otherwise simple. The southern elevation is wrapped with the previously noted one story sunroom. A shaped chimney is located on the southern exterior wall of the two story main body of the house. The rear elevation is irregular like the front of the house. There is a 1992 one story rear addition on the garage element that has a shed roof with clerestory windows facing south and a tall arch topped triple window on the west elevation. A tile roofed open veranda supported by stuccoed columns spans the open house-

garage connection and the back of the primary body of the house. The veranda's rafter tails are carved. A divided light French door enters the house from the veranda and 3 arch topped pairs of casement windows wrap the corner to the left of the rear door. There are 2 pairs of French doors under a recessed open porch on the right side body of the house. The rear elevation second floor windows are divided light casements in multiple sizes.

The property includes a non-contributing tennis court across the rear of the property which was built in 1979.

Architecture. The Spanish Eclectic style drew inspiration from the architecture of Spain and its new world colonies. Its original in the United States is generally associated with the 1915 Panama-California Exposition in San Diego. The Exposition's chief architect, Bertram Grosvenor Goodhue, who had studied actual prototypes in Spain and Spanish America, developed a sophisticated, accurate interpretation of Spanish architecture that enjoyed wide popularity in the southwest, California and Florida during the 1920s.

The Spanish revival styles virtually defined Florida's 1920s Land Boom. Buildings of the style filled southeastern cities like Miami, Palm Beach and Boca Raton. The style was applied to every type of building and served as a design theme for whole communities and subdivisions. Addison Mizner of Palm Beach, the most prominent architect associated with the Spanish style in Florida, began the trend in south Florida with his 1918 design of the Everglades Club at Palm Beach.

Identifying features of the style include low pitched barrel or Spanish tile roofs with little or no eave overhang, stucco finishes, paneled doors, decorative vents and rondels, arcades, balconies and wrought iron work. Characteristics include asymmetrical irregular/compound plans, continuous foundations and patios. Arches are used to accent principal doors and windows.

Background. Until the 1920s Florida Land Boom, the area was primarily undeveloped woodlands. Once the Land Boom started larger tracts properties were subdivided for residential development. On April 11, 1925, Charles and Florence Fawsett sold an 80 acre tract to the Georgian Investment Corporation. Georgian Investment Corporation Vice President H. K. Flowers and Secretary Ralph H. Arrington promptly filed a subdivision of the tract on April 18, 1925, which included the subject lots 13 and 14 in Block H at the corner of Glencoe Road and Reading Way; the subject property. On April 30, 1926 Georgian Investments contracted five lots to HC Construction to build houses with specific deed restrictions including the 1873 Glencoe Road. The house was sold to first occupants Lee S. and Effie Trimble in 1926.

The Great Depression slowed construction on Forrest Hills. In 1931, 1873 Glencoe Road was sold to the Prudential Insurance Company by a "special master in chancery". By 1933, the residents in sparsely developed Ello Willo and Forrest Hills complained of the noise and nuisance of fox-hunters with dogs running through private property. In 1935, owners of groves and undeveloped lands in outlying areas of the city sued to have their land excluded from the city limits. The city lost six square miles of territory where city services were then discontinued.

Forrest Hills and the adjacent Charmont subdivision asked to remain in the city limits. In a referendum, Winter Park citizens voted 26 to 2 to retain the largely vacant neighborhoods. After World War II ended, development quickly completed the neighborhood. Forrest Hills now includes a scattering of fine historic homes and attractive more recent development.

RECOMMENDATION: The house is an excellent representative of the Spanish Eclectic style in Winter Park. It retains its historic integrity to a substantial degree, and the property is in excellent condition. The certificate of review request for a rear addition that accompanies this designation application would not, in staff's opinion, disqualify this property from meeting the standards for listing on the Winter Park Register of Historic Places if approved. Staff's recommendation is for APPROVAL to designate the house at 1873 Glencoe Road as a historic resource in the Winter Park Register of Historic Places.



City of Winter Park
Planning Department
401 Park Avenue, South
Winter Park, Florida 32789
407-599-3498

City of Winter Park Historic Designation Application

1. 1873 Glencoe Rd Winter Park, FL 32789
Building address cell (407) 719-3409
J. Kurts & Karin H. Wood 1873 Glencoe Rd. Winter Park (407) 644-8076
Owner's name(s) Address Telephone

Applicant's name (if different from above) Address Telephone

2. I, J. Kurt and Karin H. Wood, as owner of the property described above, do hereby authorize the filing of this application for historic designation for that property.

K. H. Wood J. Kurt Wood
Owner's Signature

1/12/14
Date

Historic Preservation Board Office Use

Criteria for Designation

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

18-22-30-2844-08-131
Legal description

c. 1925
Year built

Historic name of building (if any)

Historic district name (if any)

Date received: 1-17-14

HPC Meeting: 2-12-14

Case File No.: HDA 14-001

Florida Master Site File No.: OR-0640

☐ Local Historic Landmark

☒ Local Historic Resource

Property Record - 18-22-30-2844-08-131

Orange County Property Appraiser •
<http://www.ocpafl.org>

Property Summary

Property Name
1873 Glencoe Rd
Names
Wood James Kurtis
Wood Karin H
Municipality
WP - Winter Park
Property Use
0100 - Single Family

Mailing Address
1873 Glencoe Rd
Winter Park, FL 32789-6030
Physical Address
1873 Glencoe Rd
Winter Park, FL 32789



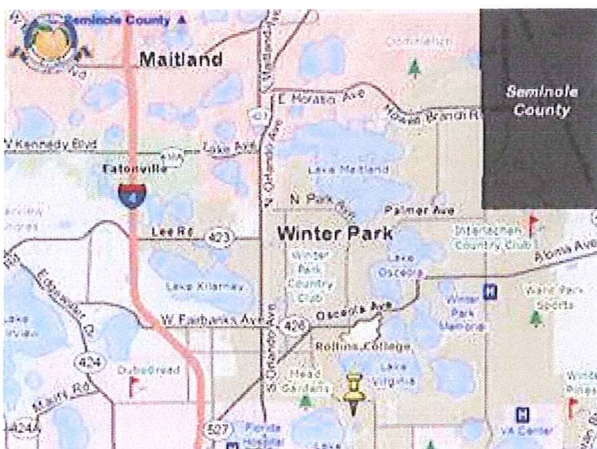
QR Code For Mobile Phone



1873 GLENCOE RD 12/10/2013



302218284408131 02/08/2007



Property Features

Property Description

FORREST HILLS K/90 LOT 13 (LESS E 100 FT OF N 20 FT) & LOT 14 BLK H

Total Land Area

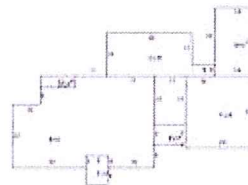
20,138 sqft (+/-) | 0.46 acres (+/-) GIS Calculated

Land

| Land Use Code | Zoning | Land Units | Unit Price | Land Value | Class | Unit Price | Class Value |
|----------------------|--------|------------|--------------|------------|--------|------------|-------------|
| 0100 - Single Family | R-1AA | 1 LOT(S) | \$260,000.00 | \$260,000 | \$0.00 | | \$260,000 |

Buildings

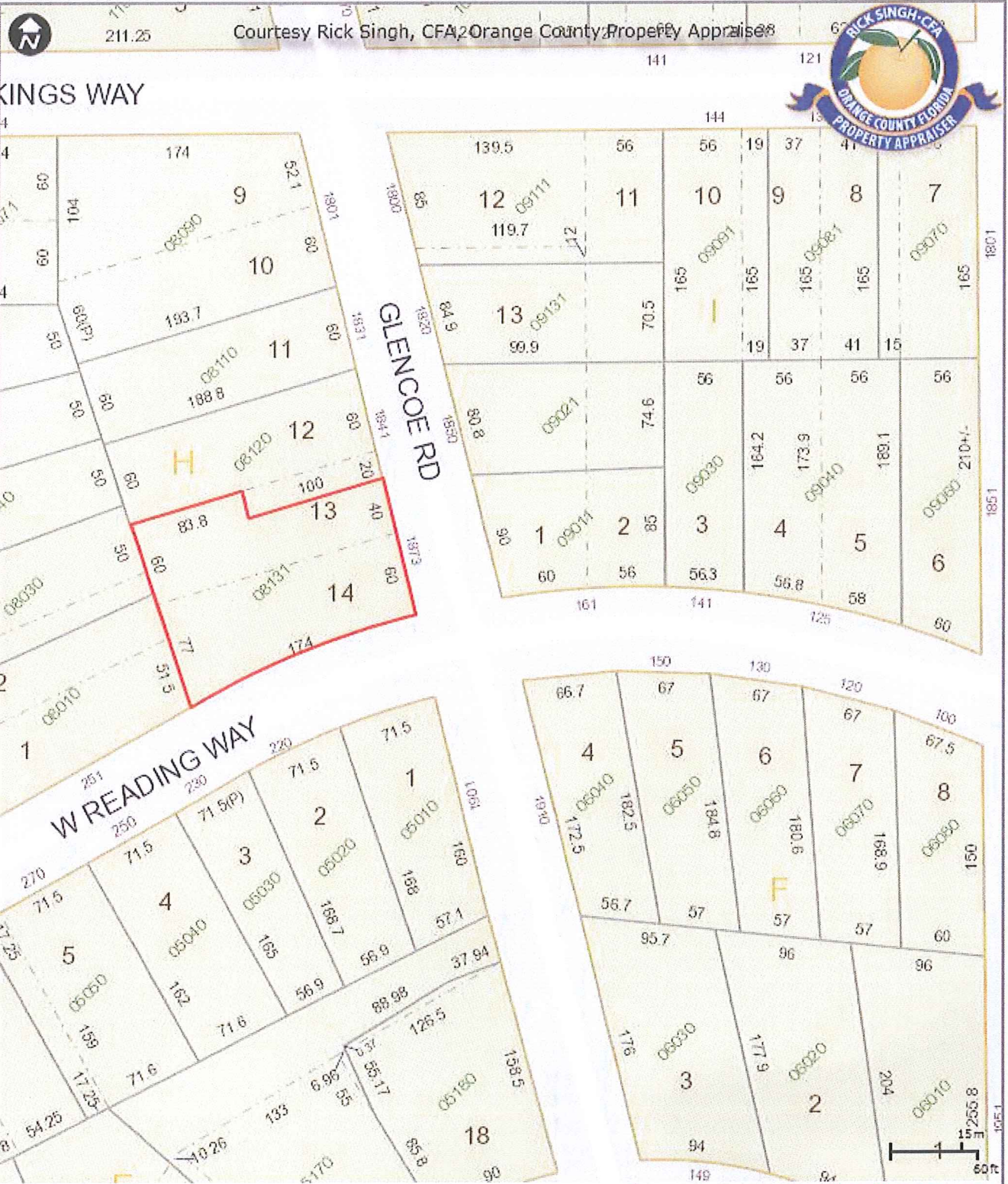
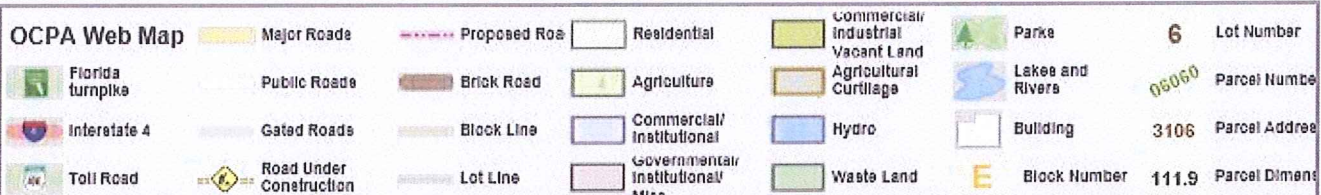
| Model Code | 01 - Single Fam Residence | Subarea Description | Sqft | Value |
|--------------------|----------------------------|---------------------|------|-----------|
| Type Code | 0102 - Single Fam Class II | BAS - Base Area | 1756 | \$195,970 |
| Building Value | \$219,740 | FEP - F/Enc Prch | 48 | \$3,794 |
| Estimated New Cost | \$399,528 | FGR - Fin Garage | 600 | \$33,480 |
| Actual Year Built | 1925 | FOP - F/Opn Prch | 173 | \$4,799 |
| Beds | 4 | FUS - F/Up Story | 1608 | \$152,557 |
| Baths | 5.0 | UOP - Unf O Prch | 530 | \$8,928 |
| Floors | 2 | | | |
| Gross Area | 4715 sqft | | | |
| Living Area | 3412 sqft | | | |
| Exterior Wall | Cb.Stucco | | | |
| Interior Wall | Plastered | | | |



Extra Features

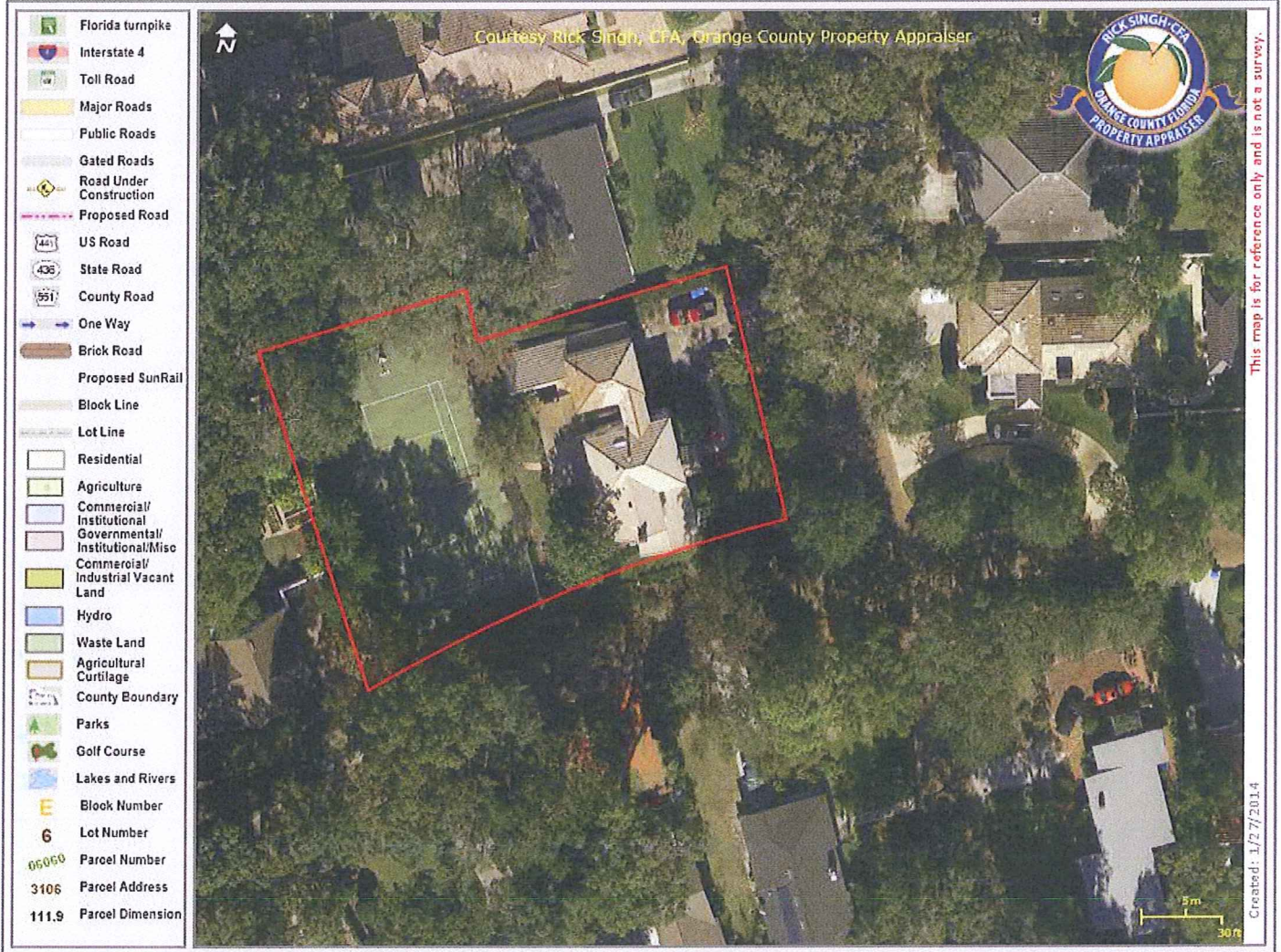
| Description | Date Built | Units | Unit Price | XFOB Value |
|-----------------------|------------|-----------|-------------|------------|
| 233 - Ct-Tn-Asph | 01/01/1979 | 1 Unit(s) | \$10,000.00 | \$10,000 |
| FPL3 - Good Fireplace | 01/01/1925 | 3 Unit(s) | \$6,000.00 | \$18,000 |

OCA Web Map



Created: 1/27/2014

This map is for reference only and is not a survey.



FORREST HILLS

A
SUBDIVISION OF
THE WEST 1/2 OF THE NE 1/4 OF SEC. 18 - TWP. 22 - R30

RAMSEY-HERNDON & CO.
ENGINEERS

SCALE 1 INCH = 60 FEET.

THE GEORGIAN INVESTMENT COMPANY, INCORPORATED UNDER THE LAWS OF FLORIDA, WHOSE
MAIN OFFICE IS IN ORLANDO, ORANGE COUNTY, STATE OF FLORIDA, WHOSE VICE PRESIDENT IS *H. K. Flawin*
WHOSE SECRETARY IS *Ralph H. Arrington* BEING DULY SWORN ACCORDING TO LAW STATE UNDER OATH THAT
THEY ARE LAWFUL OWNERS OF THE LANDS SET FORTH IN THE CAPTION HERETO.

SIGNED: *H. K. Flawin* VICE PRESIDENT
Ralph H. Arrington SECRETARY

CORP.
SEAL

SWORN TO AND SUBSCRIBED BEFORE ME THIS
DAY OF, APRIL 1925

M. B. Harris

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY-13-1925

RAMSEY & HERNDON & CO, LICENSED ENGINEERS OF THE STATE OF FLORIDA, BEING DULY SWORN ACCORDING TO LAW, STATE UNDER OATH
THAT TO THEIR BEST KNOWLEDGE AND BELIEF THAT THE ACCOMPANYING PLAT IS A TRUE AND CORRECT PLAT OF THE SUBDIVISION OF
THE LANDS SET FORTH IN THE CAPTION HERETO.

RAMSEY-HERNDON & CO.
BY *E. A. Ramsey*

M. B. Harris

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY-13-1925

SOLD
ALL LOTS, SUBJECT TO A FIFTY FOOT EASEMENT IN
RENT OF LOTS, IN ADDITION THERETO BETWEEN 2, 3, 5 & 6

| | |
|---------|---------|
| Block B | Block C |
| Block D | Block E |
| Block F | Block G |
| Block H | Block I |
| Block J | Block K |

THE PLAT HEREON EXAMINED, ACCEPTED, AND APPROVED
BY THE TOWN COUNCIL OF WINTER PARK, FLORIDA, IN
REGULAR SESSION ON THIS THE 13TH DAY OF APRIL 1925

H. W. Barnum

PRESIDENT TOWN COUNCIL

E. J. Bellows

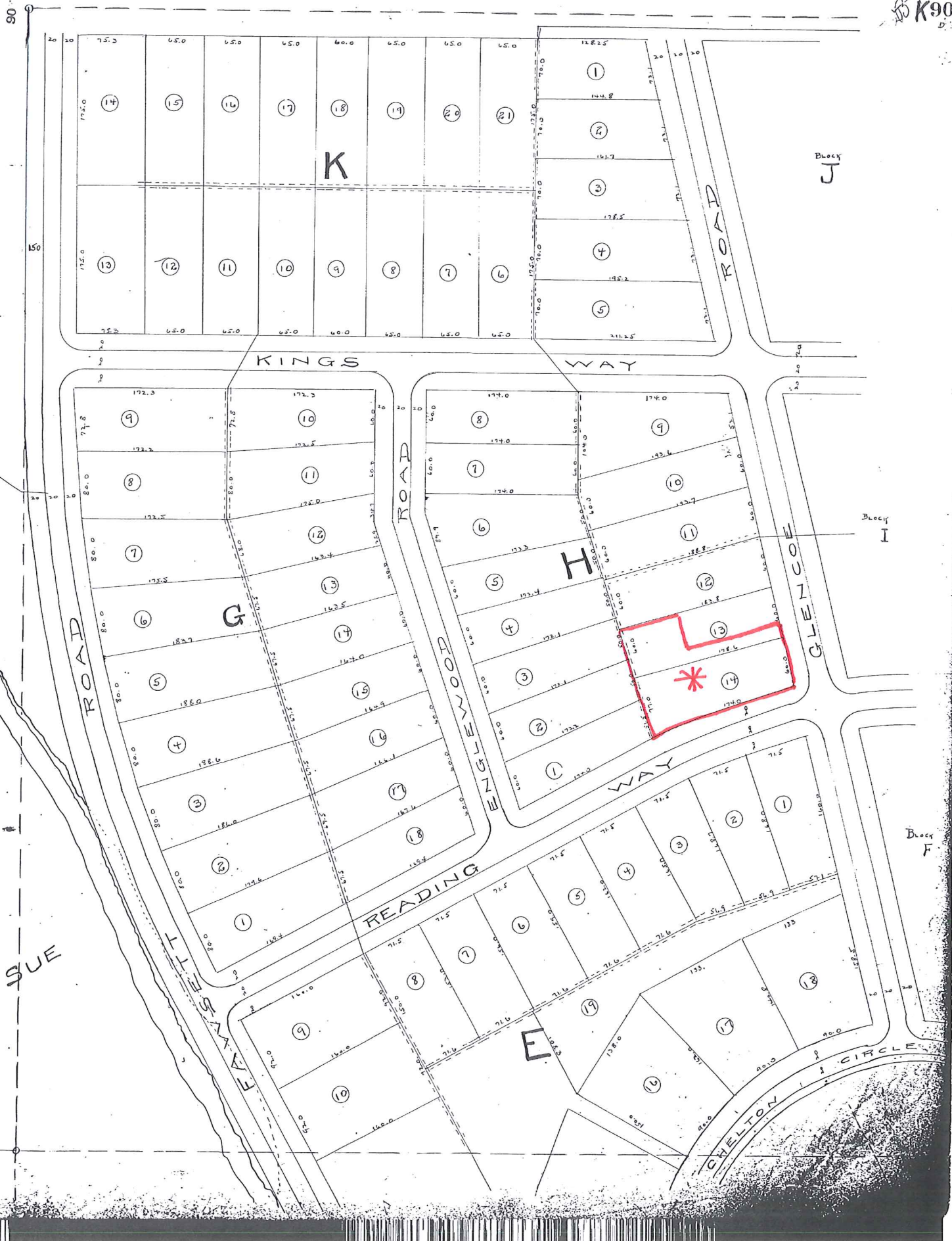
CLERK TOWN COUNCIL

CORP.
SEAL

FILED AND RECORDED APRIL 18-1925 AT 10:12 A.M.

Wm. J. Johnson CLERK
By *Wm. J. Johnson* D.C.

LAKE





2000 SURVEY FILE PHOTO

FRONT ELEVATION



ENTRANCE DETAIL



SOUTH SIDE ELEVATION



REAR (WEST) ELEVATION



NORTH SIDE ELEVATION



VIEW FACING NORTHEAST FROM READING WAY ACROSS REAR TENNIS COURT





city commission public hearing

| | | | |
|---------------------------------------|------------------------------------|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| item type | Public Hearing | meeting date | February 24, 2014 |
| prepared by department division | Jeff Briggs Planning Department | approved by | <input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A |
| board approval | Planning and Zoning Board | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A | 7-0 final vote |

Subject: Ordinance to Limit Special Event Art Shows

SECOND READING - This Ordinance creates a non-compete window for 30 days on both sides of the City's annual Spring and Fall Art Festivals during which time, no private property owner or tenant can have a competing outdoor art show. The additional language to the ordinance from the meeting of February 10, 2014 have been made by Attorney Brown for inclusion in the second reading of the ordinance.

Planning and Zoning Board Recommendation:

The Planning Board voted unanimously to approve this ordinance at their January 7th meeting.

Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve the proposed ordinance. Motion carried unanimously with a 7-0 vote.

Summary:

This Ordinance is in response to an issue that developed last year when a private organization asked for a "special event permit" to hold an "arts festival" event near the same time as the City's annual Spring Arts Festival in March. The competing event was not held but they were soliciting approval from the Winter Park Village and other commercial property owners in the downtown to stage their outdoor event near the same time and thereby creating confusion over which event is which.

There is interest in protecting the tradition and reputations of the Spring and Autumn Art Festivals recognizing the vast number of hours that volunteers spend on preparations for and the hosting of these events. Thus, the City Attorney has drafted this proposed ordinance.

The Ordinance, as revised by P&Z, creates a non-compete window of 30 days on either side of these traditional city sponsored art festivals. It only applies to those two events and it applies equally to owners and tenants.

Since the rules for "special events" are in the Zoning Code, the P&Z Board makes a recommendation on this ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING SECTION 58-84, RELATING TO NON-RESIDENTIAL ZONING DISTRICTS AND THE CONDITIONS REQUIRED FOR A SPECIAL EVENT; PROVIDING FOR, SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

RECITALS AND LEGISLATIVE FINDINGS

WHEREAS, the City of Winter Park allows for special events to occur, but in the existing Code of Ordinances the City reserves the right to deny a special event permit if the proposed event will have a substantial negative impact for any of the reasons mentioned in Section 58-84(u)(4)a.1-14 of the Municipal Code; and

WHEREAS, the City Commission has determined that it has traditionally sponsored or co-sponsored art festivals that occur in October and March of each year; and

WHEREAS, the City Commission has determined that a special event that involves the sale of art where the promoter is not the owner of the art gallery or other business where the outdoor sale or display of art may properly and reasonably be viewed as an ancillary or accessory use of the business premises; and

WHEREAS, the City Commission has determined that in order to protect and preserve the substantial brand and significance of the Fall and Spring Art Festivals sponsored or co-sponsored by the City it is necessary to insure that a reasonable period of time is reserved both before and after the City sponsored events to protect the brand of the City's art festivals that are sponsored or co-sponsored by the City.

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

Section 1. **Recitals.** The foregoing recitals are hereby adopted and confirmed, and constitute the legislative findings of the City Commission of the City of Winter Park acting in its legislative capacity.

Section 2. Section 58-85. General Provisions For Nonresidential Zoning Districts shall be amended by creating a new subsection 58-85(u)(4)a(15), which new language is shown by underlining, as follows:

“Section 58-84. General provisions for nonresidential zoning districts.

(u) *Special event.*

(4) *Approval.*

- a. *Criteria.* The city may approve or conditionally approve the issuance of a special event permit upon application, unless one of the following circumstances exist:

1. ...

15. The proposed special event is substantially involved with display and/or sale of fine art, art, and arts and crafts (which shall include custom or specialty furniture including handmade furniture), and where such proposed special event occurs within a time period from thirty (30) days before extending to thirty (30) days after the Fall Art Festival and the Spring Art Festival, which take place approximately and typically in the second week of October and the third week of March each year. However, this special circumstance does not apply if art, fine art and arts and crafts are displayed or offered for sale at a business that is regularly engaged in the display or sale of such, or if display or offer of arts or crafts for sale is on City property and with the City's express permission.

Section 3. Codification and Incorporation Into the Code. This Ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid, unlawful or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, facial or other reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Conflicts. All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 6. Effective Date Of Ordinance. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Park, Florida.

Adopted by the City Commission of the City of Winter Park, Florida in a regular meeting assembled on the ____ day of _____, 2014.

Mayor Kenneth W. Bradley

ATTEST:

Cynthia S. Bonham, MMC, City Clerk

REQUEST OF THE CITY OF WINTER PARK FOR: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE", SECTION 58-84, RELATING TO NON-RESIDENTIAL ZONING DISTRICTS AND THE CONDITIONS REQUIRED FOR A SPECIAL EVENT; PROVIDING FOR, SEVERABILITY, CODIFICATION, CONFLICTS AND AN EFFECTIVE DATE.

Planning Manager Jeffrey Briggs presented the staff report. He recapped the issues that were discussed at the last P&Z meeting. He said that the issues have been addressed and the proposed ordinance has been revised by the City Attorney. As background, he explained that this Ordinance is in response to an issue that developed last year when a private organization asked for a "special event permit" to hold an "arts festival" event at the same time as the City's annual Spring Arts Festival in March. The competing event was not held but they were soliciting approval from the Winter Park Village and other commercial property owners in the downtown to stage their event at the same time and thereby benefit from the attendance already in the City for the city sponsored event. Further, the City Commission has expressed interest in protecting the tradition of the Spring and Autumn Art Festival recognizing the vast number of hours that volunteers spend on preparations for and the hosting of these events. Thus, the City Attorney has drafted this proposed ordinance. He explained that the revision creates a non-compete window of 30 days (was 45 days) on either side of these traditional city sponsored art festivals. It only applies to those two events (which was another change per P&Z) and it applies equally to owners and tenants (another P&Z change). Since the rules for "special events" are in the Zoning Code, the P&Z Board needs to make a recommendation on this ordinance. Staff recommendation is for approval. Mr. Briggs responded to Board member questions and concerns.

No one wished to speak concerning this item. Public Hearing closed.

**Motion made by Mr. Sacha, seconded by Mr. Gottfried to approve the proposed ordinance.
Motion carried unanimously with a 7-0 vote.**

NEW BUSINESS:

There were no items of new business.

Date of Next Work Session Meeting: Tuesday, January 28, 2014 at 12:00 Noon.

Date of Next Regular Meeting: Tuesday, February 4, 2014 at 6:00 p.m.

There was no further business. Meeting adjourned at 6:55 p.m.

Respectfully submitted,

Lisa M. Smith
Recording Secretary



city commission **public hearing**

| | | | |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------|
| item type | Public Hearing | meeting date | February 24, 2014 |
| prepared by department division | Wes Hamil Finance | approved by | <input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A |
| board approval | <input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote | | |

Subject:

Authorize the issuance of not exceeding \$16,000,000 electric revenue bonds to finance the refunding of all or a portion of the Electric Revenue Bonds, Series 2005A.

Motion | Recommendation:

Approve ordinance authorizing the issuance of not exceeding \$16,000,000 electric revenue bonds to finance the refunding of all or a portion of the Electric Revenue Bonds, Series 2005A.

Background:

The Electric Revenue Bonds, Series 2005A are auction rate security bonds issued in 2005 for the purpose of acquiring a portion of the electric distribution system in the City. A large portion of the original bond issue was refunded with fixed rate bonds in 2009 through a tender offer program. The tender offer gave bondholders an opportunity to provide a price at which they would be willing to sell their bonds. This process resulted in the City purchasing \$25,110,000 of the electric bonds back at \$0.91 per \$1.00.

Since then, the City has purchased an additional \$900,000 in bonds at similar discounts from bondholders contacting the City through their brokers. Presently, the balance outstanding is \$15,260,000. The interest rate on these bonds is the default rate defined by a formula in the original bond documents. This formula is 175% of the one month LIBOR. Since 2009, this rate has consistently been 0.50% or less.

The concern is that once rates begin rising, our interest rate will increase exponentially. Staff is working with the City's financial advisor, PFM, and bond counsel, Bryant Miller Olive, as well as Globic Advisor on preparing a tender offer similar to the approach taken in 2009. We are hopeful we can repurchase a significant portion of the remaining bonds outstanding at a discount and finance this purchase with a bank loan. Competitive rate bids will be obtained to determine the most advantageous financing terms available. A resolution approving the specific terms of

the borrowing will be presented to the Commission for approval at a future Commission meeting. Completion of the tender offer, borrowing and purchase of bonds is anticipated to be completed in May.

Alternatives | Other Considerations:

Leave the bonds in their current auction rate mode. The default rate has averaged less than 0.30% in fiscal year 2014.

Fiscal Impact:

Higher interest costs on the portion of the bonds refunded with a fixed rate loan. A fixed rate loan will likely have a rate between 2.50% and 3.00%. However, the risk of even higher interest costs due to exponential increases in the default rate will have been reduced.

ORDINANCE NO. [____]-14

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$16,000,000 ELECTRIC REVENUE BONDS OF THE CITY TO FINANCE ITS OUTSTANDING ELECTRIC REVENUE BONDS, SERIES 2005A TENDERED FOR PURCHASE BY THE HOLDERS THEREOF AND PAY THE COSTS OF ISSUANCE THEREOF; PROVIDING FOR THE PAYMENT OF SUCH BONDS FROM THE NET REVENUES DERIVED FROM THE ELECTRIC SYSTEM OF THE CITY ON PARITY WITH THE CITY'S OUTSTANDING ELECTRIC REVENUE BONDS; PROVIDING FOR THE SALE OF SUCH BONDS PURSUANT TO A PRIVATE NEGOTIATED SALE, A COMPETITIVE PUBLIC SALE OR A NEGOTIATED PUBLIC SALE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY FOR THIS ORDINANCE. This ordinance is enacted pursuant to the provisions of Chapter 166, Parts I and II, Florida Statutes; Chapter 86, Article III, of the Code of Ordinances of the City of Winter Park, Florida (the "City"); and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

A. Under current municipal bond market conditions, and to hedge against anticipated increases in short term interest rates, the City desires to seek the tender of its outstanding Electric Revenue Bonds, Series 2005A of the City (the "2005A Bonds") and finance such tender with proceeds to be derived from the sale of one or more series of its electric revenue bonds issued under Resolution No. 1898-05 duly adopted by the City on May 9, 2005 (the "Original Resolution").

B. It is necessary and desirable by the City to issue electric revenue bonds to be designated by the City in an amount not exceeding \$16,000,000 to finance the tender offer of all or a portion of its outstanding 2005A Bonds and to pay the costs of issuance thereof (the "Bonds").

C. The City may solicit tender offers from the holders of the 2005A Bonds and issue the Bonds to finance the cost of the purchase of all or a portion of the outstanding 2005A Bonds.

SECTION 3. AUTHORIZATION OF BONDS. The issuance by the City of not exceeding \$16,000,000 electric revenue bonds for the purpose described above; to bear interest at a rate or rates not exceeding the maximum legal rate per annum, to be payable, to mature, to be subject to redemption and to have such designations and other characteristics as shall be provided by subsequent resolution or resolutions of the Commission prior to their delivery; and to be secured on a parity with the lien of the holders of its outstanding electric revenue bonds

under the Original Resolution upon and pledge of the net revenues derived by the City from its electric system; is hereby authorized. The Commission may adopt a specific bond resolution (including any necessary resolutions supplemental to the Original Bond Resolution) supplemental to this ordinance, setting forth the maturities (or a mechanism for determining such maturities on or prior to the sale of such Bonds) and the fiscal details and other covenants and provisions necessary for the marketing, sale and issuance of such Bonds. In addition the bond resolution may authorize various interest rate modes and appropriate agreements for such modes, and may establish special accounts and include provisions for the sole benefit of the holders of such Bonds, as circumstances dictate, in order to fully protect the rights of the holders of such Bonds.

SECTION 4. GENERAL AUTHORITY. The Mayor, City Manager, Director of Electric Utilities and Finance Director of the City, or any of them, are hereby authorized, pending adoption of the above resolutions, to do all things and to take any and all actions on behalf of the City, without further action by the Commission, to provide for the tender of the 2005A Bonds; to furnish disclosures, representations, certifications and confirmations concerning the City; to solicit bids from financial institutions for the purchase of the Bonds; and to execute and deliver any commitments from financial institutions regarding the Bonds and all other documents and instruments deemed appropriate by any of such officers, the approval of the City and all corporate power and authority for such actions to be conclusively evidenced by the execution and delivery thereof by any of such officers.

SECTION 5. REPEALER. All ordinances, resolutions or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE. This ordinance shall take effect immediately upon its final passage and enactment.

ENACTED after reading by title at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, Florida, on this 10th day of March, 2014.

ATTEST:

Mayor Kenneth W. Bradley

City Clerk Cynthia S. Bonham



city commission public hearing

| | | | |
|---------------------------------------|------------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| item type | Public Hearing | meeting date | February 24, 2014 |
| prepared by department division | Jeff Briggs Planning Department | approved by | <input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A |
| board approval | Planning and Zoning Board | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A | 6-0 final vote |

Subject: Amendment to the Conditional Use and Development Agreement for the Village Park senior housing project at 550 N. Denning Drive.

This agenda item is a request by English and Swoope Investment LLC and Village Park Senior Housing Partners Ltd. (Atlantic Housing Partners) to amend their Conditional Use approval and Development Agreement so as to add the property at 796 W. Swoope Avenue into the project in order to permit an increase in the density for the senior housing project from 105 units to 108 units.

Planning and Zoning Board Recommendation:

Motion made by Mr. Weldon, seconded by Mrs. De Ciccio to approve the request to amend the conditional use and development agreement for the Village Park Senior Housing Project at 550 North Denning Drive so as to add the property at 796 West Swoope Avenue to the project thereby permitting an increase in density from 105 to 108 apartments within the senior housing project (without the rezoning to R-2). Motion carried unanimously with a 6-0 vote.

Summary:

Property History: In 2006, the City approved the Denning Drive apartment project at 550 N. Denning Drive. It was a three story project of 105 units. The parking garage was constructed first but when the real estate economy declined in 2008, the construction halted. The original 550 N. Denning property and 861 W. Canton property was then sold to Atlantic Housing Partners in late 2012, who revised the plans into a four story, 105 unit senior housing project. In December 2012 and January 2013 the City Commission approved the revised project via Conditional Use and Development Agreement.

Current Development Request: The interior floor plans for the senior housing project anticipate on the 2nd, 3rd and 4th floors, a common area storage locker amenity for the residents to use for their storage needs such as holiday decorations and such. The applicants would like to convert those storage locker amenity spaces into an apartment unit on each of those three floors thereby increasing the density of the building/project by three units from 105 units to 108 units. The project however, is at the maximum 30 units per acre permitted under the Comp. Plan and Zoning Code. That is 25 units/acre based on the R-4 zoning and the 5 unit/acre density bonus for affordable housing.

In order to pursue this expansion, the applicants purchased the adjacent property at 796 W. Swoope Avenue. This property of 20,000 sq. ft. (80x250) is zoned R-3. Based on the R-3 maximum density of 17 units/acre, this 0.46 acres could then potentially hold seven units.

There are four existing units on the property today. There is a concrete block home in the front and three wood frame buildings in the rear. Those units are habitable and occupied but have been provided with minimal upkeep.

The Conditional Use and Development Agreement request of the City is to utilize the unused or available density of 796 W. Swoope Avenue (four existing units versus the potential for seven units) by allowing those units to be constructed within the senior housing building project, replacing the storage locker amenity on each floor. Any future redevelopment of 796 W. Swoope Avenue would be capped at the four unit maximum by the Development Agreement which functions as a deed restriction.

The applicant is also requesting the ability to form a condominium for both of these properties (550 N. Denning and 796 W. Swoope) which would then permit the sale of the 796 W. Swoope component to a third party/parties for ownership of those four units.

Parking: The existing Conditional Use and Development Agreement approved and required 170 parking spaces within the parking garage in addition to other parking outside the parking garage which was a variance from the zoning code requirement of 2.5 spaces for each unit to 1.62 spaces per unit within the parking garage. There is no new parking provided for these three new units. Thus a supplementary variance is requested to reduce the parking to 1.57 spaces per unit, within the parking garage. This change is de minimus.

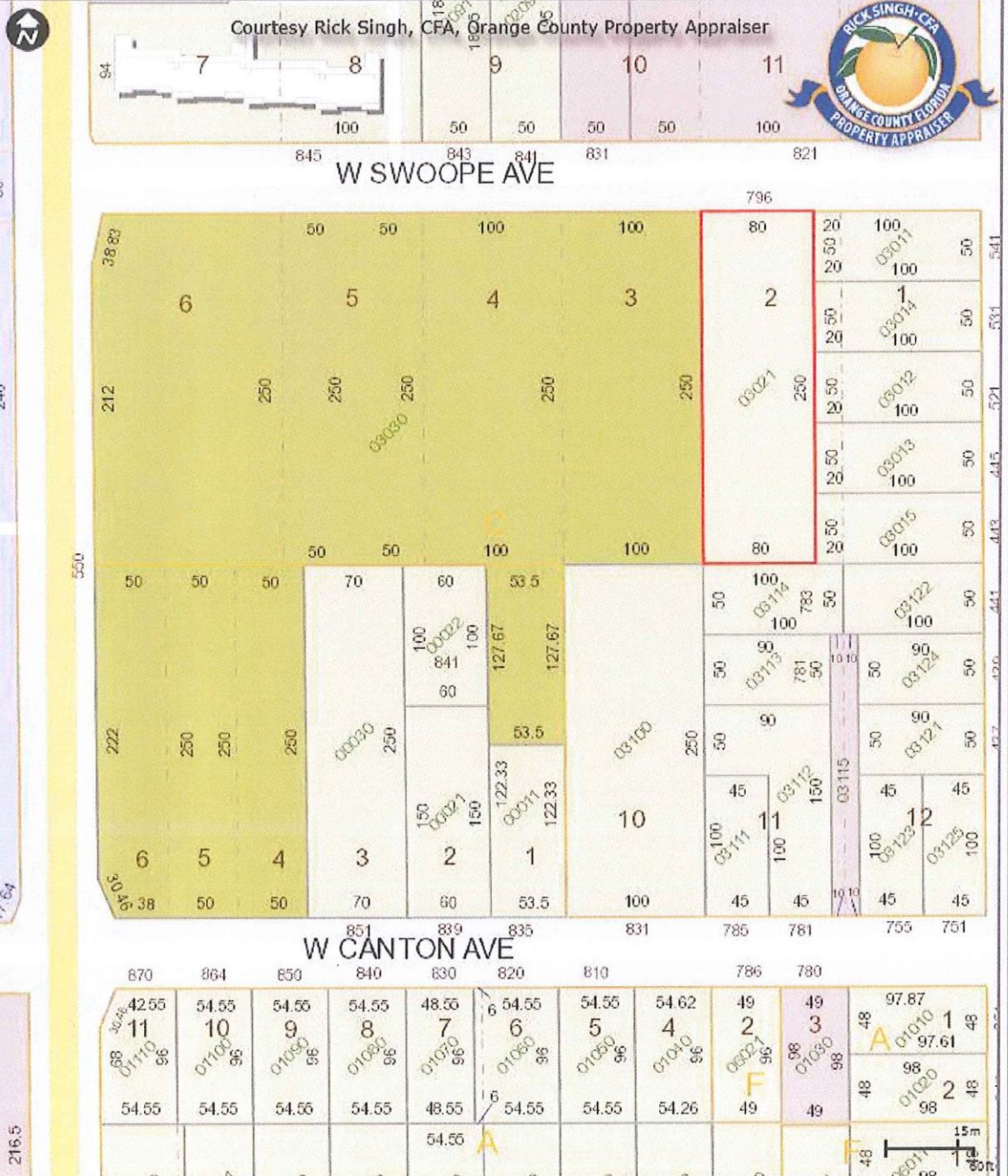
Staff Summary and Recommendation:

The staff was in support of the request but suggested as a condition the rezoning of 796 W. Swoope to R-2. The R-2 zoning limits that property to a maximum of four units thereby implementing the development agreement amendment proposed by the applicant. Staff indicated that while everyone is supposed to remember all the terms and conditions of development agreements, the reality is that with R-3 zoning indicating 7 units it would be possible for someone to assume that is the case unless they did a title search of the property.

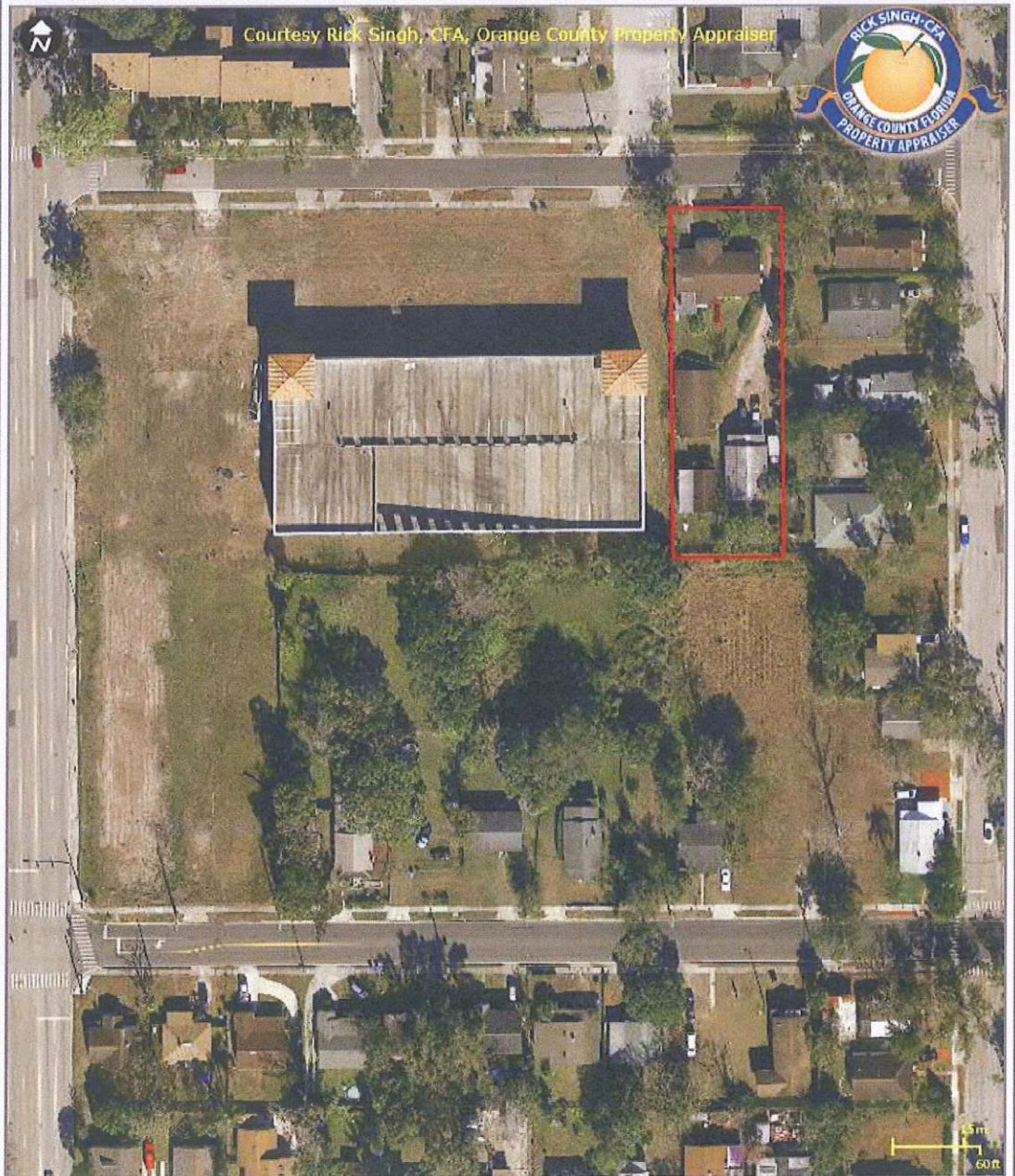
While, the Development Agreement amendment (attached) serves to record in the public records, the approval and conditions attached thereto, it is sometimes a challenge for every staff person in the planning and building departments to remember these special conditions within Development Agreements. Any realtor or future buyer who looks at the R-3 zoning regulations will see that this property allows 7 units and will have no knowledge that there is a superseding Development Agreement restriction. Thus staff felt it was advisable to rezone 796 W. Swoope Avenue from R-3 to R-2 so that the four unit maximum density becomes inherent in the R-2 zoning.

OCPA Web Map

| | | | | | | | | | | | | | | | | | | | |
|--|-------------------------|--|--------------|--|-------------------------------|--|--------------------------|--|-----------------------------------|--|----------------|--|-------------------|--|---------------------------------|--|-------------------|--|----------------|
| | Florida Turnpike | | Major Roads | | Proposed Road | | Residential | | Commercial/Industrial/Vacant Land | | Park | | Lakes and Rivers | | Building | | Block Number | | Lot Number |
| | Interstate 4 | | Public Roads | | Brick Roads | | Agriculture | | Agricultural Curtilage | | Hydro | | Waste Land | | Governmental/Institutional/Misc | | Parcel Number | | Parcel Address |
| | Toll Road | | Gated Roads | | Block Lines | | Commercial/Institutional | | Hydro | | Building | | Block Number | | Parcel Address | | Parcel Dimensions | | Parcel Address |
| | Road Under Construction | | Lot Lines | | Commercial/Institutional/Misc | | Parcel Address | | Parcel Dimensions | | Parcel Address | | Parcel Dimensions | | Parcel Address | | Parcel Dimensions | | Parcel Address |



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



Created: 11/18/2013

This map is for reference only and is not a survey.

Lowndes
Drosdick
Doster &
Kantor
Reed, P.A.

A T T O R N E Y S
A T L A W

M. REBECCA WILSON
DIRECT DIAL: 407-418-6250
North Eola Drive Office
POST OFFICE BOX 2809
ORLANDO, FLORIDA 32802-2809
rebecca.wilson@lowndes-law.com

 MERITAS LAW FIRMS WORLDWIDE

December 20, 2012

SENT VIA HAND DELIVER

Mr. Jeff Briggs
Planning & Community Development Director
Winter Park Planning Dept.
401 Park Avenue South
Winter Park, FL 32789

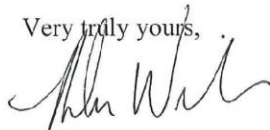
Re: 796 W. Swoope Avenue

Dear Jeff:

As you know, I represent the property owner of those certain properties located at 550 N. Denning Drive and 796 W. Swoope Avenue. As previously discussed, the owner desires to add the property at 796 W. Swoope Avenue into the Development Agreement and convert storage area in the senior housing project located at 550 N. Denning Drive into three new units for a total of 108 units. The owner is not proposing any modifications to the exterior of the building.

Enclosed please find our Application, the application fee and the proposed First Amendment to Amended and Restated Developer's Agreement.

Very truly yours,



M. Rebecca Wilson

MRW/nle
Enclosures
cc: Scott Culp

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Rebecca Wilson, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, FL 32802-2809
(407) 843-4600

**FIRST AMENDMENT TO AMENDED
AND RESTATED DEVELOPER'S AGREEMENT
(DENNING SQUARE)**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPER'S AGREEMENT (the "First Amendment") is made and entered into this ____ day of _____, 2014, by and between the **City of Winter Park, Florida**, a political subdivision of the State of Florida (the "City"), 401 Park Avenue South, Winter Park, Florida 32789 and **English and Swoope Investment LLC**, a Florida limited liability company and **Village Park Senior Housing Partners LTD**, a Florida limited partnership (together referred to as "Developer"), 200 East Canton Avenue, Suite 102, Winter Park, Florida 32789.

WITNESSETH:

WHEREAS, the City and Denning Swoope GP, LLC, entered into that certain Amended and Restated Developer's Agreement (Denning Square) dated January 28, 2013, and recorded in Official Records Book 10534, Page 592, Public Records of Orange County, Florida ("Developer's Agreement") for the development of the properties located at 410/550 N. Denning Drive, 800/ 828/844 Swoope Avenue, and 861 W. Canton Avenue ("Subject Property").

WHEREAS, Village Park Senior Housing Partners, LTD., is the successor in interest of Denning Swoope, GP, LLC;

WHEREAS, the Developer's Agreement, among other things, approved development for the Subject Property as a 105 unit affordable Senior Housing project ("Project");

WHEREAS, the Developer recently acquired a contiguous property located at 796 West Swoope Avenue ("New Property");

WHEREAS, the New Property is approximately 0.46 acres and zoned R-3;

WHEREAS, the Developer desires to develop the Project and the New Property as a single building lot;

WHEREAS, the Developer would like to include the New Property in the Developer's Agreement and increase the Project unit count from 105 to 108 with no change to the exterior of the building or the building footprint;

WHEREAS, the City and Developer desire to amend the Developer's Agreement and include the property at 796 West Swoope Avenue;

Now, THEREFORE, for and in consideration of the terms and conditions of this First Amendment and the mutual covenants set forth herein, and for other good and valuable consideration, the City and Developer agree to the following conditions:

1. Revised Subject Property Description. The Subject Property is comprised of 3.96 acres as more particularly described on Exhibit "A" attached hereto and incorporated by this reference. [EXHIBIT A TO INCLUDE THE NEW PROPERTY]

2. Project Approvals. There are no changes, amendments or modifications to the site plan or exterior architectural elevations for the Project which were approved by the City Commission on December 10, 2012.

3. Units. Section 3 of the Developer's Agreement grants a Density Bonus of five (5) additional units per acre of density for affordable housing. The Density Bonus as applied to the existing 3.5 acres of land yielded 105 units. The addition of the New Property (0.46 acres) and without requesting a density bonus, yields 7 new units (17 units an acre) ("New Units").

4. Use of New Units. The New Units (7) shall be allocated as follows:

550 Denning Ave. (Village Park Senior Housing) - 3 units

796 West Swoope Ave. - 4 units

5. New Property (796 West Swoope Ave.). The New Property shall be maintained as currently developed and kept in good and clean order pursuant to City Codes. Any new development on the site must receive a Conditional Use Permit.

6. Parking. Parking for the four units allocated to the New Property will be provided in accordance with Code on the New Property. The parking variance provided in the Developer's Agreement will be extended to allow 1.57 spaces per unit.

7. The Subject Property, composed of the Project and the New Property, is considered a single integral parcel for all purposes, and must not be sold, subdivided, or otherwise disposed of or encumbered in lesser parcels, except as allowed by superseding law. If Developer creates a condominium, Developer agrees the Subject Property will be burdened by one set of covenants and restrictions, and that Developer will not initiate a partial termination of the condominium.

8. Other than the modifications contained herein, the Developer's Agreement shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed
as of the day and year first above written.

(Signatures on following pages)

Signed, sealed and delivered in the presence of:

CITY OF WINTER PARK, FLORIDA, a political subdivision of the State of Florida

Name: _____

By: _____
Kenneth W. Bradley, Mayor

Name: _____

ATTEST:
By: _____
Cynthia S. Bonham, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Kenneth W. Bradley, Mayor of THE CITY OF WINTER PARK, FLORIDA, a municipal corporation, on behalf of the corporation. He (She) ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

English and Swoope Investment LLC, a
Florida limited liability corporation

By: _____
Paul M. Missigman, Manager

Name: _____

By: _____
Dean C. Price II, Manager

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____,
2014, by _____, as _____ of English and Swoope
Investment, LLC. He (She) ☐ is personally known to me or ☐ has produced
_____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Village Park Senior Housing Partners, a
Florida limited partnership

By: Eastwind Kensington Place, LLC, a
Florida limited liability company, General
Partner

Name: _____

By: _____
John F. Weir, Manager

By: Denning Swoope GP, L.L.C., a Florida
limited liability company, General Partner

Name: _____

By: _____
W. Scott Culp, Manager

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____,
2014, by _____, as _____ of Village Park Senior
Housing Partners, LTD. He (She) ☐ is personally known to me or ☐ has produced
_____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

CITY OF WINTER PARK

Planning & Zoning Board

Regular Meeting
City Hall, Commission Chambers

February 4, 2014
6:00 p.m.

MINUTES

Chairman James Johnston called the meeting to order at 6:00 p.m. in the Commission Chambers of City Hall. Present: James Johnston, Chairman, Shelia De Ciccio, Ross Johnston, Tom Sacha, Peter Weldon, Robert Hahn. Absent: Randall Slocum and Peter Gottfried. City Attorney Katie Rieschman Staff: Planning Manager Jeffrey Briggs and Recording Secretary Lisa Smith.

Approval of minutes – January 7, 2014

Motion made by Mr. Sacha, seconded by Mrs. DeCiccio to approve the January 7, 2014, meeting minutes. Motion carried unanimously with a 6-0 vote.

PUBLIC HEARINGS

REQUEST OF ENGLISH AND SWOOPE INVESTMENT LLC AND VILLAGE PARK SENIOR HOUSING PARTNERS LTD. TO: AMEND THE CONDITIONAL USE AND DEVELOPMENT AGREEMENT FOR THE VILLAGE PARK SENIOR HOUSING PROJECT AT 550 N. DENNING DRIVE SO AS TO ADD THE PROPERTY AT 796 W. SWOOPE AVENUE TO THE PROJECT THEREBY PERMITTING AN INCREASE IN DENSITY FROM 105 TO 108 APARTMENTS WITHIN THE SENIOR HOUSING PROJECT.

Planning Manager Jeffrey Briggs gave the staff report and explained that the applicants, English and Swoope Investment LLC and Village Park Senior Housing Partners Ltd. (Atlantic Housing Partners), are requesting to amend their Conditional Use approval and Development Agreement. The request is to add the property at 796 W. Swoope Avenue into the project in order to permit an increase in the density for the senior housing project from 105 units to 108 units. Mr. Briggs briefly reviewed the history of the property, the details of the current request, parking, and an overview of code requirements for affordable/senior housing. He summarized by stating that the property at 796 W. Swoope Avenue has four somewhat deteriorated rental units and it is unfortunate that some commitment to improve those units is not part of the proposal. However, from the exterior no one will be able to tell whether three more apartments are within this project and the impact on parking is de minimus. While the amended Development Agreement serves to record in the public records, the approval and conditions, Mr. Briggs indicated that it is a challenge for all of the Building Dept. and Planning staff to remember the terms of Development Agreements so it may be advisable to rezone 796 W. Swoope Avenue from R-3 to R-2 so that the four unit maximum density becomes inherent in the R-2 zoning. Staff recommended approval of the request subject to the Development Agreement terms and conditions and the applicant's consent to a rezoning to R-2 for the 796 W. Swoope Avenue property. Mr. Briggs responded to Board member questions and concerns.

The Board members asked the Ms. Reischmann to clarify how the land condominium would work and how the development agreement conditions become enforceable restrictions upon future development.

Rebecca Wilson represented the applicant. She stated that the project is almost at 100% occupancy and feels pretty certain that there will soon be a waiting list. They have learned that there is rarely more than one car per unit so they will need less parking than anticipated as almost all the seniors only have one car. They originally believed that seniors who were downsizing out of larger homes would need to rent these storage locker amenities but the demand has not been there. Thus, this has become empty space that is better utilized as one additional apartment on each floor to help meet the demand for rentals. Ms. Wilson stated that they were in support of the staff's recommendation and the rezoning to R-2 was also acceptable to her client.

The following people spoke concerning the request:

Dan Bellows, 411 West New England Avenue, spoke in favor of the project but spoke against the rezoning of 796 W. Swoope to R-2 because he believed it would work against the changes in zoning to increase density that he wants to ask for on his adjacent properties.

Blanche Bolden, 541 Capen Avenue, expressed concern with a project of this size being so close to her backyard. She wanted to know the long range plans for the subject property at 796 W. Swoope because she did not want a large multi-story building close to her home.

Donna Colado, 327 Beloit Avenue, spoke in favor of the project.

No one wished to speak concerning the request. Public Hearing closed.

The Board members discussed the need for these additional units of senior housing and agreed that the request was beneficial for the City. Considerable discussion ensued about the condominium approach to selling off the property at 796 W. Swoope and how that would work which were answered by the city attorney, C. Reischmann. There also was considerable discussion concerning the staff recommendation to downzone the 796 W. Swoope property to R-2 as to the need for it and the impact on development of that property in the future. Mr. Hahn indicated that the City should not be doing anything to limit the redevelopment opportunities that were available in this area. Mr. Weldon asked the city attorney for clarifications on the enforcement capabilities of the rezoning versus the development agreement amendment. There developed concurrence on the Board that the Development Agreement alone was sufficient for enforcement of the limitation to four maximum units on the 796 W. Swoope property.

Motion made by Mr. Weldon, seconded by Mrs. De Ciccio to approve the request to amend the conditional use and development agreement for the Village Park Senior Housing Project at 550 North Denning Drive so as to add the property at 796 West Swoope Avenue to the project thereby permitting an increase in density from 105 to 108 apartments within the senior housing project (without the rezoning to R-2). Motion carried unanimously with a 6-0 vote.



city commission public hearing

| | | | |
|---------------------------------------|------------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| item type | Public Hearing | meeting date | February 24, 2014 |
| prepared by department division | Jeff Briggs Planning Department | approved by | <input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A |
| board approval | Planning and Zoning Board | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A | 6-0 final vote |

Subject: Ordinance for Sign Code updates.

This agenda item requests City Commission approval for revisions to the Sign Code. This initiative started at the request of Code Enforcement to clarify the rules on various issues such as animated signs, snipe signs, A-frame/menu board signs, etc. The City Attorney then drafted this Ordinance to address those matters and also added other changes to update the Sign Code to be consistent with current case law.

Planning and Zoning Board Recommendation:

Motion made by R. Johnston, seconded by Mr. Weldon to approve the proposed revisions to the sign code as proposed by staff and the City Attorney. Motion carried unanimously with a 6-0 vote.

Summary of the Changes are as follows:

Section 58-121 – Revises the introductory ‘purpose’ of the Sign Code to elaborate more findings to support code.

Section 58-123 – Updates and supplements various definitions. Amongst those is “animated sign” to better regulate and prohibit persons holding signs out in front of businesses while clarifying that persons holding “election” signs or other “free expression” signs for purposes non-commercial in nature are permitted. Another is changing the term for billboards from “outdoor advertising signs” to “off-site signs” which also required the terminology changes wherever it was previously used (pages 23-25). Also updates the definition of electronic signs in keeping with current technology.

Section 58-124 – Increases the sign area in residential areas for non-residential buildings such as churches from 18 to 24 sq. ft.; increases the allowable sign area for office building signs on Lee Road to from 36 to 50 sq. ft. to more closely match adjacent commercially zoned properties on this four lane arterial roadway; adds the right to a free expression sign of 4 square feet in all zoning districts to comport with case law; eliminates some obsolete language and strengthens the section on destroyed billboards to enhance chances of eventual elimination.

Section 58-134 – Harmonizes the sizes of temporary signs so that real estate signs and election signs may be each 4 sq. ft. thereby increasing the size of election signs from the current 2 sq. ft.; updates election signs to comport with case law by removing the prohibition of election signs no sooner than 45 days prior to the election; clarifies the A-frame and temporary menu board sign regulations to locations within two feet of the building to ensure safety and aesthetics.

Section 58-135 – Strengthens the list of prohibited signs to include electronic signs; declares snipe signs to be “abandoned property” thereby allowing anyone to remove them; and eliminates the content based language regarding flag display.

Section 58-136 – Revises the sign permit appeal and severability language to comport with case law.

Section 58-138 – Recognizes the possibility that courts may invalidate the section on City Commission agreements and provides for agreements to become void and signs permitted by said agreements to be removed; provides standards for electronic display signs, when such signs are approved by City Commission agreement.

Code Enforcement spends more staff time on enforcing the sign ordinance than any other code issue. There is a balance between assisting businesses with visibility and viability and the desire to protect property values in maintaining a desirable character and appearance of the City. It is a continual never-ending struggle for the Code Enforcement staff to remove the snipe signs placed all over town. This ordinance will also make it somewhat easier to enforce the regulations on A-frame or menu board signs but every day businesses put these signs outside and routinely violate the Code in their placement out by the street, in landscape areas, blocking sidewalks, etc. If the goal is to reduce sign clutter in the City, prohibiting those signs would be the biggest thing the City could do and would significantly lessen the Code Enforcement workload.

Attached is the City Attorney’s memo discussing those specific portions of the Ordinance which were suggested for amendment for legal reasons and some of the rationale behind those suggestions.

MEMO TO: PLANNING AND ZONING COMMISSION

FROM: CATHERINE D. REISCHMANN
ASSISTANT CITY ATTORNEY

RE: SIGN CODE AMENDMENTS

DATE: JANUARY 21, 2014

Below is a list and brief explanation of some of the sign code amendments which were suggested by our office:

58-121 – Adding more elaborate findings to support code.

Findings are becoming more helpful in challenges to ordinances, since courts will defer to cities' rationale for adoption.

58-123 – Updating and supplementing definitions.

Electronic sign—the definition is broadened to try to include ever changing technology.

Election sign—to clarify that these signs communicate support for a candidate or ballot issue on which City will vote.

Free expression sign—to allow these non-commercial signs to be displayed by citizens, as required by case law.

Off-site, on-site signs—these are the terms used by governments for these sign types.

Sign—Staff wanted to include human sign within the definition, but it needs to be clear that the definition of “human sign” only means a commercial sign. The City cannot ban hand held signs with non-commercial messages on sidewalks, streets or parks.

58-124 –In (g), the right to a free expression sign of 4 square feet was added in all zoning districts to comport with case law, which provides that everyone should be able to display a viewpoint sign, although the city can regulate time, place and manner.

58-133(d)—the intent of the addition of the last sentence was to strengthen the section on destroyed billboards to enhance the chances of eventual elimination by adopting the state rule definition of destroyed sign, which is fairly objective, and which reads:

(a) “Destroyed” means more than 60 percent of the upright supports of a sign structure are physically damaged such that normal repair practices of the industry would call for, in the case of wooden sign structures, replacement of the broken supports and, in the case of a metal sign structure, replacement of at least 25 percent of the length above ground of each broken, bent, or twisted support. A sign will not be considered “destroyed” within the meaning of this rule where the destruction is caused by vandalism or other criminal or tortious act.

58-134 – Under case law, all temporary signs should be the same sizes, if possible.

In Section (e) regarding Election Signs, the pre-election limitation was eliminated, since most all pre-election restrictions have been struck down by the courts. Durational limits are often contained in obsolete or unenforced ordinances.

Regulating the number of temporary election signs that may appear on a parcel of private property is very problematic. The U.S. Supreme Court has indicated that a residential property owner must be allowed at least modest signage as a medium of expression. Our code limits the number to one sign for each candidate and one for each issue. Although this particular code provision has never been specifically blessed by a court, it would seem a fair compromise. Staff also requested an overall limit of four per parcel, so this was added at Staff's request, although it is not specifically supported by case law.

58-135 –(3) Snipe signs remain prohibited but are now considered “abandoned property”, and any citizen can remove them. This has proved very effective in Jacksonville.

(5) - eliminated the highly suspect content based language regarding flag display. Staff requested the exemption for government facilities.

58-136 – Language in (a) 7-12 was moved from the definition section for clarity.

(b) includes a new section regarding a sign permit, most of which was previously required in an application for a building permit. This section, however, provides more specificity, and also provides for timelines to meet case law requirements, since signs are considered a first amendment protected right.

58-138(b)(1) – Recognizing the possibility that a court may invalidate the section allowing City Commission agreements trading the removal of traditional billboards for a digital billboard based on courts invalidating agreements which favor one outdoor advertiser over others, this section was drafted to deal with the effect of such invalidity on any existing agreements. It provides for those agreements to become void and signs permitted by said agreements to be removed.

In (b) (2), minimum standards for digital signs are provided to guide future Commission agreements which allow digital signs, so that the City will have a starting point in negotiations. These standards are reasonable standards that have been accepted by most of the outdoor advertisers.

58-139—This section beefs up the prior “message substitution” provision, to make clear that anyone can substitute a noncommercial message for a commercial message. To do otherwise would be to prefer commercial speech over non-commercial speech, which is not allowed.

58-141—This section makes clear the intent that the code be interpreted as viewpoint neutral.

58-142—This severability provision has been suggested to prevent courts from voiding an entire code which is challenged by an outdoor advertiser as violative of case law.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA,
AMENDING CERTAIN PROVISIONS OF ARTICLE IV, SIGN
REGULATIONS OF THE CITY OF WINTER PARK LAND
DEVELOPMENT CODE; TO PROVIDE MORE SPECIFICITY AND
TO ADD CLARITY; AND AMENDING SECTION 1-24,
SCHEDULE OF VIOLATIONS AND PENALTIES, RELATING TO
SNIPE SIGNS; SEVERABILITY; AND PROVIDING FOR
SEVERABILITY, CODIFICATION, CONFLICTS AND AN
EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of Winter Park has determined the need to update and revise its Land Development Code relative to signs;

WHEREAS, the City Commission wishes to ensure that the City's Land Development Code as it relates to signs is in compliance with all constitutional and other legal requirements;

WHEREAS, the City Commission wishes to continue to prohibit certain sign types, including billboards;

WHEREAS, the City Commission finds and determines that certain types of signs, particularly large signs, signs with lighted and/or changing information, and human signs, create a safety hazard by distracting motorists, pedestrians, and others;

WHEREAS, the City Commission wishes to protect the safety of motorists, pedestrians, and others from distraction caused by signs;

WHEREAS, the City Commission finds that some signs, particularly large signs, signs with lighted and/or changing information, and human signs, detract from the aesthetic beauty of the landscape;

WHEREAS, the City Commission wishes to preserve the aesthetic beauty of the City of Winter Park;

WHEREAS, the Future Land Use Element of the City's Comprehensive Plan provides that the City shall regulate signage;

WHEREAS, the City Commission finds and determines that the City adopted the Land Development Code in order to implement its comprehensive plan, and to comply with the minimum requirements in the State of Florida's Growth Management Act, at Section 163.3202, Florida Statutes, including the regulation of signage and future land use;

WHEREAS, the City Commission finds and determines that pursuant to the policy of the City's Comprehensive Plan, the City's Land Development Code is required to regulate signage;

WHEREAS, the City Commission finds and determines that this ordinance will lessen hazardous situations, as well as confusion and visual clutter otherwise caused by the proliferation, improper placement, excessive height, excessive size, and distracting characteristics of signs which compete for the attention of pedestrian and vehicular traffic;

WHEREAS, the City Commission hereby finds and determines that anything beside the road which tends to distract the driver of a motor vehicle directly affects traffic safety, and that signs which divert the attention of the driver and occupants of motor vehicles from the highway to objects away from it, may reasonably be found to increase the danger of accidents, and agrees with the courts that have reached the same determination [see *In re Opinion of the Justices*, 103 N.H. 268, 169 A.2d 762 (1961); *Newman Signs, Inv. C. Hjelle*, 268 N.W. 2d 741 (N.D. 1978); *Naser Jewelers, Inc. v. City of Concord, New Hampshire*, 513 F.3d 27 (1st Cir. 2008)];

WHEREAS, the City Commission is mindful of the warnings from various studies regarding the effect on traffic safety of electronic, electronic changeable message and tri-version signs discussed in the September 11, 2001 report sponsored by the Federal Highway Administration entitled "Research Review of Potential Safety Effects of Electronic Billboards on Driver Attention and Distraction", and wishes to clarify its prohibition of these sign types;

WHEREAS, the City Commission finds and determines that the City has consistently adopted and enacted severability provisions in connection with its Code provisions and that the City Commission wishes to ensure that severability provisions apply to its land development regulations, including its sign regulations;

WHEREAS, the City Commission finds and determines that the City's sign regulations are concerned with the secondary effects of speech, including but not limited to aesthetics and traffic safety, and are not intended to regulate viewpoints or censor speech, and for those and other reasons that the foregoing provisions are not subject to, or would not fail, a "prior restraint" analysis;

WHEREAS, the City Commission finds and determines that the Code's severability clauses were adopted with the intent of upholding and sustaining as much of the City's regulations, including its sign regulations, as possible in the event that any portion thereof (including any section, sentence, clause or phrase) be held invalid or unconstitutional by any court of competent jurisdiction;

WHEREAS, the City Commission finds and determines that under Florida law, whenever a portion of a statute or ordinance is declared unconstitutional the remainder of the act will be permitted to stand provided (1) the unconstitutional provisions can be separated from the remaining valid provisions, (2) the legislative purpose expressed in the valid provisions can be accomplished independently of those which are void, (3) the good and the bad features are not so inseparable in substance that it can be said that the legislative body would have passed the one without the other, and (4) an act complete in itself remains after the invalid provisions are stricken [see, e.g., *Waldrup v. Dugger*, 562 So.2d 687 (Fla. 1990)];

WHEREAS, the City Commission has determined that there have been several judicial decisions where courts have not given full effect to severability clauses that applied to sign regulations and where the courts have expressed uncertainty over whether the legislative body

intended that severability would apply to certain factual situations despite the presumption that would ordinarily flow from the presence of a severability clause;

WHEREAS, the City Commission is aware that the failure of some courts to uphold severability clauses has led to an increase in litigation by billboard developers seeking to strike down sign ordinances in their entirety so as to argue that the developers' applications to erect billboards must be granted;

WHEREAS, the City Commission desires that there be an ample record that it intends that each sign-type that is prohibited continue in effect regardless of the invalidity or unconstitutionality of any, or even all other, provisions of the City's sign regulations, other ordinance or Code provisions, or other laws, for any reason(s) whatsoever;

WHEREAS, the City Commission desires that the prohibition on billboards continue in effect regardless of the invalidity or unconstitutionality of any, or even all other, provisions of the City's sign regulations, other ordinance or Code provisions, or other laws, for any reason(s) whatsoever;

WHEREAS, the City Commission desires that there be an ample record that it intends that the height and size limitations on free-standing and other signs continue in effect regardless of the invalidity or unconstitutionality of any, or even all other provisions of the City's sign regulations, other ordinance or Code provisions, or other laws, for any reason(s) whatsoever;

WHEREAS, the City Commission is aware that billboard developers seeking to attack a sign ordinance have often advanced an argument that the developer has a "vested" right to erect the billboards described in their permit applications, and argue that if they are successful in obtaining a judicial decision finding that the City's entire sign ordinance is unconstitutional, it follows that they are entitled to build any sign described in the permit applications submitted under the "unconstitutional" ordinance, and argue that this result is mandated because when they applied for their permits there was no valid constitutional ordinance in place;

WHEREAS, the City Commission desires to make it clear that billboards are not a compatible land use within the City and that there can be no good faith reliance by any prospective billboard developer under Florida "vested rights," or any other theory or law in connection with the prospective erection or construction of billboards within the jurisdictional limits of the City;

WHEREAS, the City Commission has determined that the purpose and intent provisions of its signage regulations should be even more detailed than they are now so as to further describe the beneficial, aesthetic, and other effects of the City's sign regulations, and to reaffirm that the sign regulations are concerned with the secondary effects of speech and are not designed to censor speech or regulate the viewpoint of the speaker;

WHEREAS, the City Commission wishes to ensure that the City's Land Development Regulations relative to signs are in compliance with all constitutional and other legal requirements;

WHEREAS, the City Commission wishes to continue to assure that animated signs and flashing signs are effectively prohibited as sign-types within the City;

WHEREAS, special size regulations should apply to office buildings along four lane Lee Road, due to the incongruity of large commercial signs juxtaposed with small office signs;

WHEREAS, the City of Winter Park finds and determines that the limitations on signs, as adopted herein, is based upon sign types and sign functions;

WHEREAS, the City of Winter Park finds and determines that the sign regulations adopted hereby allow and leave open adequate alternative means of communications, such as newspaper advertising, internet advertising and communications, advertising in shoppers and pamphlets, advertising in telephone books, advertising on cable television, advertising on UHF and/or VHF television, advertising on AM and/or FM radio, advertising on satellite radio, advertising on internet radio, advertising via direct mail, and other avenues of communication available in the City of Winter Park [see *State v. J & J Painting*, 167 N.J. Super. 384, 400 A.2d 1204, 1205 (Super. Ct. App. Div. 1979); *Board of Trustees of State University of New York v. Fox*, 492 U.S. 469, 477 (1989); *Green v. City of Raleigh*, 523 F.3d 293, 305-306 (4th Cir. 2007); *Naser Jewelers v. City of Concord*, 513 F.3d 27 (1st Cir. 2008); *Sullivan v. City of Augusta*, 511 F.3d 16, 43-44 (1st Cir. 2007); *La Tour v. City of Fayetteville*, 442 F.3d 1094, 1097 (8th Cir. 2006); *Reed v. Town of Gilbert*, 587 F.3d 966, 980-981 (9th Cir. 2009); *Interstate Outdoor Advertising, L.P. v. Zoning Board of the township of Mount Laurel*, 706 F.3d 527, 534 (3rd Cir. 2013)];

WHEREAS, the City of Winter Park finds and determines that in its comprehensive plan it is a City objective to continue to implement appropriate land use techniques which ensure that all future development activities protect natural resources including vegetation;

WHEREAS, the City of Winter Park finds and determines that in order to preserve the city as a desirable community in which to live, vacation and do business, a pleasing, visually-attractive urban environment is of foremost importance;

WHEREAS, the City of Winter Park finds and determines that the regulation of signs within the city is a highly contributive means by which to achieve this desired end, and that the modification of sign regulations, as set forth herein, is prepared with the intent of enhancing the environment and promoting the continued well-being of the city;

WHEREAS, the City of Winter Park finds and determines that Article II, Section 7, of the Florida Constitution, as adopted in 1968, provides that it shall be the policy of the state to conserve and protect its scenic beauty;

WHEREAS, the City of Winter Park finds and determines that the regulation of signage for purposes of aesthetics directly serves the policy articulated in Article II, Section 7, of the Florida Constitution, by conserving and protecting its scenic beauty;

WHEREAS, the City of Winter Park finds and determines that the regulation of signage for purposes of aesthetics has long been recognized as advancing the public welfare;

WHEREAS, the City of Winter Park finds and determines that as far back as 1954 the United States Supreme Court recognized that “the concept of the public welfare is broad and inclusive,” that the values it represents are “spiritual as well as physical, aesthetic as well as monetary,” and that it is within the power of the legislature “to determine that the community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled” [Justice Douglas in *Berman v. Parker*, 348 U.S. 26, 33 (1954)];

WHEREAS, the City of Winter Park finds and determines that aesthetics is a valid basis for zoning, and that the regulation of the size of signs and the prohibition of certain types of signs can be based upon aesthetic grounds alone as promoting the general welfare [see *Merritt v. Peters*, 65 So. 2d 861 (Fla. 1953); *Dade Town v. Gould*, 99 So. 2d 236 (Fla. 1957); *E.B. Elliott Advertising Co. v. Metropolitan Dade Town*, 425 F.2d 1141 (5th Cir. 1970), *cert. dismissed*, 400 U.S. 805 (1970)];

WHEREAS, the City of Winter Park finds and determines that the enhancement of the visual environment is critical to a community’s image and its continued presence as a tourist destination;

WHEREAS, the City of Winter Park finds and determines that the sign control principles set forth herein create a sense of character and ambiance that distinguishes the City as one with a commitment to maintaining and improving an attractive environment;

WHEREAS, the City of Winter Park finds and determines that the goals, objectives and policies from planning documents developed over the years have demonstrated a strong, long-term commitment to maintaining and improving the City’s attractive and visual environment;

WHEREAS, the City of Winter Park finds and determines that, from a planning perspective, one of the most important community goals is to define and protect aesthetic resources and community character;

WHEREAS, the City of Winter Park finds and determines that the purpose of the regulation of signs is to promote the public health, safety and general welfare through a comprehensive system of reasonable, consistent and nondiscriminatory sign standards and requirements;

WHEREAS, the City of Winter Park finds and determines that the sign regulations are intended to enable the identification of places of residence and business;

WHEREAS, the City of Winter Park finds and determines that the sign regulations are intended to allow for the communication of information necessary for the conduct of commerce;

WHEREAS, the City of Winter Park finds and determines that the sign regulations are intended to enhance the attractiveness and economic well-being of the city as a place to live and conduct business;

WHEREAS, the City of Winter Park finds and determines that the sign regulations are intended to protect the public from the dangers of unsafe signs;

WHEREAS, the City of Winter Park finds and determines that the sign regulations are intended to permit signs that are compatible with their surroundings and aid orientation, and to preclude placement of signs in a manner that devalue adjacent properties and land uses;

WHEREAS, the City of Winter Park finds and determines that the sign regulations are intended to encourage signs that are appropriate to the zoning district in which they are located and consistent with the category of use to which they pertain;

WHEREAS, the City of Winter Park finds and determines that the sign regulations are intended to curtail the size and number of signs and sign messages to the minimum reasonably necessary to identify a residential or business location and the nature of any such business;

WHEREAS, the City of Winter Park finds and determines that the sign regulations are intended to preclude signs from conflicting with the principal permitted use of the site or adjoining sites;

WHEREAS, the City of Winter Park finds and determines that the sign regulations are intended to regulate signs in a manner so as to not to distract motorists;

WHEREAS, the City of Winter Park finds and determines that the regulation of signage was originally mandated by Florida's Local Government Comprehensive Planning and Land Development Regulation Act in 1985 (see Chapter 85-55, §14, Laws of Florida), and this requirement continues to apply to the City of Winter Park through Section 163.3202(2)(f), Florida Statutes;

WHEREAS, the City of Winter Park finds and determines that in the 1980's model provisions for the regulation of signage by cities and counties in Florida were initially developed within Article VIII (Signs) of the Model Land Development Code for Cities and Counties, prepared in 1989 for the Florida Department of Community Affairs by the UF College of Law's Center for Governmental Responsibility and by a professional planner with Henigar and Ray Engineering Associates, Inc.;

WHEREAS, the City of Winter Park finds and determines that its signage regulations were and are intended to maintain and improve the quality of life for all citizens of the City;

WHEREAS, the City of Winter Park agrees with the American Society of Landscape Architects' determination that billboards tend to deface nearby scenery, whether natural or built, rural or urban;

WHEREAS, the City of Winter Park finds and determines that the prohibition of the construction of billboards and certain other sign types such as electronic signs is consistent with the policy set forth in the Florida Constitution that it shall be the policy of the state to conserve and protect its scenic beauty;

WHEREAS, the City of Winter Park agrees with the courts that have recognized that outdoor advertising signs tend to interrupt what would otherwise be the natural landscape as seen from the highway, whether the view is untouched or ravished by man, and that it would be unreasonable and illogical to conclude that an area is too unattractive to justify aesthetic

improvement [see *E. B. Elliott Adv. Co. v. Metropolitan Dade Town*, 425 F.2d 1141 (5th Cir. 1970), *cert. dismissed*, 400 U.S. 805 (1970); *John Donnelly & Sons, Inc. v. Outdoor Advertising Bd.*, 339 N.E.2d 709, 720 (Mass. 1975)];

WHEREAS, the City of Winter Park finds that local governments may separately classify off-site and on-site advertising signs in taking steps to minimize visual pollution [see *City of Lake Wales v. Lamar Advertising Association of Lakeland Florida*, 414 So.2d 1030, 1032 (Fla. 1982)];

WHEREAS, the City of Winter Park finds that billboards attract the attention of drivers passing by the billboards, thereby adversely affecting traffic safety and constituting a public nuisance and a noxious use of the land on which the billboards are erected;

WHEREAS, the City of Winter Park acknowledges that the United States Supreme Court and many federal courts have accepted legislative judgments and determinations that the prohibition of billboards promotes traffic safety and the aesthetics of the surrounding area. [see *Metromedia, Inc. v. City of San Diego*, 453 U.S. 490, 509-510 (1981); *National Advertising Co. v. City & Town of Denver*, 912 F.2d 505, 409 (10th Cir. 1990), and *Outdoor Systems, Inc. v. City of Lenexa*, 67 F. Supp. 1231, 1239 (D. Kan. 1999)];

WHEREAS, the City of Winter Park acknowledges that the United States Supreme Court and many federal courts have held that a complete prohibition on offsite commercial billboards is constitutional [see *Members of the City Council of L.A. v. Taxpayers for Vincent*, 466 U.S. 789, 806-07 (1984) (noting that in *Metromedia* seven Justices had concluded that an aesthetic interest was sufficient to justify a prohibition of billboards);

WHEREAS, the City of Winter Park recognizes that on-site business signs are considered to be part of the business itself, as distinguished from off-site outdoor advertising signs, and finds and determines that it is well-recognized that the unique nature of outdoor advertising and the nuisances fostered by billboard signs justify the separate classification of such structures for the purposes of governmental regulation and restrictions [see *E. B. Elliott Adv. Co. v. Metropolitan Dade Town*, 425 F.2d 1141, 1153 (5th Cir. 1970), *cert. denied*, 400 U.S. 805, 91 S.Ct. 12, 27 L. Ed. 2d 35 (1970), quoting *United Advertising Corp. v. Borough of Raritan*, 93 A.2d 362, 365 (1952)];

WHEREAS, the City of Winter Park finds and determines that the presence of billboards along the federal interstate and the federal-aid primary highway systems has prevented public property in other jurisdictions from being used for beautification purposes due to view zones established by state administrative rule;

WHEREAS, the City of Winter Park finds and determines that the definition of “changing sign” should be revised so as to provide more specificity;

WHEREAS, the City of Winter Park finds and determines that the definition of “electronic sign” should be revised so as to provide more specificity;

WHEREAS, the City of Winter Park finds and determines that the definition of “election sign” should be revised so as to provide more specificity;

WHEREAS, the City of Winter Park finds and determines that the definition of “flashing sign” should be revised so as to provide more specificity;

WHEREAS, the City of Winter Park finds and determines that a definition of “free expression sign” should be created;

WHEREAS, the City of Winter Park finds and determines that the definition of “sign” should be revised so as to provide more specificity;

WHEREAS, the City of Winter Park finds and determines that there should be a more detailed definition for “animated sign” and that animated signs should continue to be included among signs prohibited in the City;

WHEREAS, the City of Winter Park finds and determines that Section 58-133 (Nonconforming Uses) of the Zoning Code should be amended to provide that a sign permitted under Chapter 479, Florida Statutes, shall not be deemed destroyed under the Zoning Code unless the sign is destroyed within the meaning of Rule 14-10.007, Florida Administrative Code;

WHEREAS, the City of Winter Park finds and determines that Rule 14-10.007(6)(a), Florida Administrative Code, was promulgated to implement provisions of Chapter 479, Florida Statutes, insofar as those provisions pertain to nonconforming outdoor advertising signs;

WHEREAS, the City of Winter Park finds and determines that Rule 14-10.007(6)(a), Florida Administrative Code, defines destruction of a nonconforming sign in a manner that does not involve calculating the percentage of replacement value for the nonconforming sign, but instead follows a formula that evaluates the condition of the upright supports of the sign structure;

WHEREAS, the City of Winter Park finds and determines that Rule 14-10.007(6)(a), Florida Administrative Code, provides that a nonconforming sign will be considered “destroyed” if more than 60% of the upright supports of a sign structure are physically damaged such that normal repair practices of the industry would call for, in the case of wooden sign structures, replacement of the broken supports and, in the case of a metal sign structure, replacement of at least 25% of the length above ground of each broken, bent, or twisted support, and further provides that a sign will not be considered “destroyed” where the destruction is caused by vandalism or other criminal or tortuous act;

WHEREAS, the City of Winter Park finds and determines that the size restrictions on all temporary signs should be consistent;

WHEREAS, the City of Winter Park finds and determines that the regulations on election signs should be modified to comport with case law;

WHEREAS, the City of Winter Park finds and determines that “snipe signs” as defined in the sign code are abandoned property and anyone should be empowered to remove them;

WHEREAS, the City of Winter Park finds and determines that those seeking to erect signs should apply for a sign permit and should have a clear path to appeal a sign permit denial;

WHEREAS, the City of Winter Park finds and determines that if courts invalidate the City's section allowing billboard agreements, a remedy should be provided, and the City seeks to provide standards for electronic signs erected by a City Commission agreement;

WHEREAS, the City of Winter Park finds and determines that the amendments, as set forth herein, are consistent with all applicable policies of the City's adopted Comprehensive Plan;

WHEREAS, the City of Winter Park finds and determines that the amendments, as set forth herein, are not in conflict with the public interest;

WHEREAS, the City of Winter Park finds and determines that one of the City's goals under its comprehensive plan and included within the future land use element is to promote, protect, and improve the public health, safety and welfare of the City's residents through the provision of appropriate land uses;

WHEREAS, the City of Winter Park finds and determines that the presence of outdoor advertising on parcels of an industrial nature does not preclude concerns over preventing the aesthetic deterioration of the highway or guarding against the deterioration of a city's character [see *Interstate Outdoor Advertising, L.P. v. Zoning Board of the township of Mount Laurel*, 706 F.3d 527, 532 (3rd Cir. 2013)]; and

WHEREAS, words with double underlined type shall constitute additions to the original text and ~~strike through~~ shall constitute deletions to the original text, and asterisks (* * *) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

SECTION 1. The above recitals are hereby adopted as the legislative purpose of this Ordinance and as the City Commission's legislative findings.

SECTION 2. Portions of Chapter 58, Land Development Code, Article IV, Sign Regulations, are hereby amended to read as shown on Exhibit "A" attached hereto.

SECTION 3. Section 1-24, Schedule of violations and penalties, of Article II, Code Enforcement Citations, of the City of Winter Park Code of Ordinances, is hereby amended by changing the violation for Snipe signs to a Class II violation as follows:

* * *

| Class | Violation | Ord. No. |
|-------|-------------|--------------------------------------------|
| * * * | | |
| II | Snipe signs | § 31-19(15)(b) <u>58-135(3)</u> |
| * * * | | |

* * *

SECTION 4. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 5. CODIFICATION. It is the intention of the City Commission of the City of Winter Park, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Winter Park, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2014.

Mayor

Kenneth W. Bradley

ATTEST:

City Clerk, Cynthia S. Bonham

EXHIBIT "A"

Section 58-121. Purpose ~~and Intent.~~

~~The purpose of this section is to create the legal framework for a comprehensive but balanced system of signs, and thereby to facilitate easy and pleasant communication between people and their environment. With this purpose in mind, it is the intention of this section to authorize the use of signs which are compatible with their surroundings, appropriate to the type of activity to which they pertain, expressive of the identity of individual proprietors, legible in the circumstances in which they are seen, and not a traffic hazard. The building code of the city shall control the construction, maintenance, and inspection of signs, except where specifically changed or amended by this regulation. Provisions relating to signs found in any other regulations shall be maintained and followed in conjunction with the conditions herein set forth. In the case of a direct conflict with the provisions of any other regulation, the provision which is more restrictive shall govern.~~

It is the purpose of this article to promote the public health, safety and general welfare through a comprehensive system of reasonable, consistent and nondiscriminatory sign standards and requirements. These sign regulations are intended to:

- (1) Enable the identification of places of residence and businesses.
- (2) Allow for the communication of information necessary for the conduct of commerce.
- (3) Lessen hazardous situations, confusion and visual clutter caused by proliferation, improper placement, illumination, animation and excessive height, area and bulk of signs which compete for the attention of pedestrian and vehicular traffic.
- (4) Enhance the attractiveness and economic well-being of the City as a place to live, vacation and conduct business, consistent with the current City's mission statement that the City will be the best place to live, work and play in Florida for today's residents and future generations.
- (5) Protect the public from the dangers of unsafe signs.
- (6) Permit signs that are compatible with their surroundings and aid orientation, and preclude placement of signs in a manner that conceals or obstructs adjacent land uses or signs.
- (7) Encourage signs that are appropriate to the zoning district in which they are located and consistent with the category of use to which they pertain.
- (8) Curtail the size and number of signs and sign messages to the minimum reasonably necessary to identify a residential or business location and the nature of any such business.

(9) Establish sign size in relationship to the scale of the lot and building on which the sign is to be placed or to which it pertains.

(10) Preclude signs from conflicting with the principal permitted use of the site or adjoining sites.

(11) Regulate signs in a manner so as to not interfere with, obstruct vision of, or distract motorists, bicyclists or pedestrians.

(12) Require signs to be constructed, installed and maintained in a safe and satisfactory manner.

(13) Preserve and enhance the natural and scenic characteristics of this community.

Sec. 58-122. - Guide to use of sign regulations.

In order to find the applicable sign regulation, first determine the appropriate zoning district where the sign is to be located and check the applicable provisions under section 58-124. Then check the applicable requirements under sections 58-125 through 58-129 for the allowable size, height and placement of sign. Other types of regulated signs are found in sections 58-130 through 58-135. Political, real estate, and development sign regulations are found in section 58-134. Prohibited signs are listed in section 58-135.

Sec. 58-123. - Definitions.

For the purposes of this article, certain terms or words used herein shall be interpreted as follows:

Animated sign means ~~any sign or part of a sign which changes physical position by movement or rotation~~ a sign which includes action, motion, or color changes, or the optical illusion of action, motion, or color changes, including a sign set in motion by movement of the atmosphere, or made up of a series of sections that turn, whether such movement or rotation is by human energy, mechanical or electronic means.

Awning means a shelter that extends from a building that is normally supported entirely from the exterior wall of a building and composed of nonrigid materials (such as canvas) except for the supporting framework.

Bulletin board sign means a sign detailing the name, address and number of a building or institution, as well as the names and occupations of the various businesses or occupants that reside on that property.

Canopy (or marquee) means a permanent, roof-like shelter extending from part or all of a building face over a sidewalk or public right-of-way, and constructed of some durable material such as wood, metal, glass or plastic.

~~Changing sign means a sign such as an electronically or electrically controlled public service time, temperature and date sign, message center or reader board, where different copy changes are shown on the same lamp bank.~~

Electronic sign means a sign for presentation of information for visual reception, acquired, stored or transmitted in various forms where the input information is supplied as an electrical signal and uses a light source, LED (light emitting diodes), bare electric bulbs, luminous tubes, fiber optic or any other combination of light sources to create the message. Also, signs that appear projected or are intermittently or intensely illuminated or of a traveling, tracing, scrolling or sequential light type, or contain or are illuminated by animated or flashing light, on which the copy changes automatically on a lamp bank or in a similar fashion, including but not limited to LED (light emitting diodes), LCD (liquid crystal displays), CEVMS (commercial electronic variable message signs), plasma displays, dynamic displays, projected images, or any other functionally equivalent technology, and which is capable of automated, remote or computer control to change the image, or through any electronically illuminated, scrolling or moving text, symbols or other images, utilizing LED, LCD, CEVMS, or other digital or electronic technology, commonly known as electronic message or reader boards, electronic marquees, message centers, moving message displays, or digital signs.

Election sign means a temporary nonilluminated sign that functions to communicate support for or opposition to a candidate or states a position regarding a ballot issue upon which the voters of the City will vote.

Flashing sign means any directly or indirectly illuminated sign which exhibits intermittent or flashing natural or artificial light or color effects by any means whatsoever. ~~Automatic changing signs such as public service time, temperature and date signs or electronically controlled message centers are classed as changing signs, not flashing signs.~~

Free expression sign means a nonilluminated sign, not in excess of four square feet in size (area) per side, where the top of the sign is not more than six feet off the ground, that functions to communicate information or views on matters of public policy concern or contains any other noncommercial message that is otherwise lawful.

Ground sign means a sign affixed to the ground and supported by poles, uprights, or braces extending from the ground or a permanently mounted object on the ground but not attached to any part of any building.

Identification sign means a sign which is limited to the name, address and number of a building or institution and to the activity carried on in the building or institution, or the name of the occupant.

Off-site sign means any combination of structure and message in the form of an outdoor sign, display, devise, figure, painting, drawing, message, placard, poster, billboard, advertising structure, advertising logos, symbol or other form; whether placed individually or on a V-type, back-to-back, side-to-side, stacked or double-faced display; designed, intended or used to advertise or inform; any part of the advertising message or informative contents of which is visible from the public right of way; and which

sign relates in its subject matter to offices, products, accommodations, services or activities which are sold, produced, available, conducted or rendered at locations other than on the premises where the sign is located. The term does not include an official traffic control sign, official marker, specific information panel erected, or other form of public information caused to be erected or approved by any government upon its property or right-of-way.

On-site sign means any sign where the advertisement is exclusively related in its subject matter to the use of the premises on which it is located, or to offices, products, accommodations, services or activities sold, produced, provided, available or conducted on the premises where the sign is located.

~~Outdoor advertising sign means any offsite sign or sign which is not displayed as accessory to another activity on the same premises.~~

Portable sign means any sign that is not permanently affixed to a building, structure, or the ground.

Premises means a lot (parcel) in fee simple ownership as otherwise used in article III of this chapter.

Projecting sign means a sign other than a wall sign which projects from a wall and is supported by a wall.

Roof line means the highest continuous horizontal line of a roof. On a sloping roof, the roof line is the principal ridge line, or the highest line common to one or more principal slopes of the roof. On a flat roof, the roof line is the highest continuous line of the roof or parapet, whichever is higher.

Roof sign means a sign which projects above the roof line or is located on the roof of a building or structure.

Sign means any object or device visible from the right-of-way of a street or highway, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business product, service, event or location by any means including words, letters, figures, designs, symbols, fixtures, colors, motion, illumination, or projected images. "Sign" also includes a human sign, which is a sign that is carried, waved, or otherwise displayed by a person, including a sign worn as an article of clothing, while outside, for the purpose of advertising a business, service or product.

~~Signs do not include the following:~~

~~(1) Window displays of merchandise, pictures or models of products or services;~~

~~(2) Time and temperature devices not related to a product;~~

~~(3) Symbols or crests of political subdivisions and religious, fraternal, professional or civic organizations;~~

~~(4) Works of art which in no way identify a product;~~

~~(5) Directional signs six square feet in area or less which direct and guide traffic and parking but bear no advertising matter;~~

~~(6) Coin operated vending machines, gasoline pumps, telephone booths, and ice vending equipment.~~

~~(7) Banners, used by the city or a museum to support a city commission approved event or activity, excluding those used to identify a political cause or statement.~~

~~(8) Up to three balloons 12 inches or less in diameter on one property or premises.~~

~~(9) Murals painted on walls that bear no advertising matter.~~

Setback distance means the shortest horizontal distance from the property line to the nearest point of the sign or its supporting members, whichever is nearest to the property line.

Signable area means an area of the facade of a building up to the roof line which is free of windows and doors or major architectural detail.

Wall sign means a sign painted on the outside of a building or a sign attached flat to or pinned away from the wall with a face horizontally parallel to the building.

Wind sign means devices such as pennants, spinners, and streamers fastened in such a manner as to move upon being subjected to pressure by wind or breeze.

Window sign means a sign which is applied or attached to, or located within, three feet of the interior of a window, on a structure or vehicle which can be seen through or from the window of the structure or vehicle.

Sec. 58-124. - Signs permitted in zoning districts of the city.

(a) Residential, parks and recreation, and public and quasi-public districts.

(1) For each single family home or duplex, one identification sign for each dwelling unit not exceeding an area of one and one-third square feet. Such identification sign shall not be subject to the permit requirements of this chapter.

(2) For multiple family uses, rooming and boarding houses, one identification sign for each developed parcel, not exceeding 12 square feet in area.

(3) For nonresidential uses, one identification sign and one bulletin board for each developed parcel not exceeding a total of ~~24~~¹⁸ square feet in area for all signs.

(4) All signs shall be either wall signs or ground signs. Grounds signs shall not exceed a height of six feet. No height limit is specified for wall signs. All signs shall be placed on private property behind the lot line. These signs shall also comply with the applicable provisions of sections 58-125 and 58-126.

(b) Office (O-1) and (O-2) districts.

(1) One identification sign and one bulletin board for each developed parcel not to exceed a total of 36 square feet in area for all signs, and a total of 50 square feet for all signs fronting Lee Road for any property with 100 feet or greater of frontage on Lee Road .

(2) All signs shall be wall signs, ground signs or projecting signs. Ground signs shall not exceed a height of eight feet. No height limit is specified for wall signs. All signs shall be placed on private property behind the lot line. These signs shall also comply with the applicable provisions of sections 58-125 and 58-126.

(3) Office district properties located within the boundaries of the area subject to the Central Business District Facade Design Guidelines, the Morse Boulevard Plan Facade Design Guidelines area from New York Avenue to Denning Drive or within the boundaries of the Hannibal Square Neighborhood Commercial District may not have digital, electronic, signs and/or internally illuminated signs, such as backlit plastic, acrylic or glass. Front lighting of signs is encouraged. External illumination must be provided by a light source that is installed to prevent direct light from shining onto the street or adjacent properties. Flashing or moving lights are not permitted. Backlit halo-type opaque sign lettering is permitted, however, the light color must be white or subdued or muted such as a pastel shade.

(4) As further described in the Morse Boulevard Plan Facade Design Guidelines, monument signs not to exceed four feet in height shall be the only type of ground sign permitted within this area where they present no traffic visibility impediments.

(5) All signs in the applicable map areas shall be subject to compliance with the Central Business District Facade Design Guidelines or the Morse Boulevard Plan Facade Design Guidelines even if such is more restrictive than the regulations outlined above.

(c) Shopping center (C-1) and regional shopping center (C-1A) districts.

(1) One ground sign indicating only the name and nature of the occupancy for each developed parcel, not to exceed the height or area established by Table 1, section 58-125. One additional ground sign may be erected for each additional 300 feet of street frontage in excess of the first 300 feet of street frontage abutting the developed portion of such property. Where a developed parcel is permitted to have more than one ground sign under these regulations, the distance between such signs shall be not less than 300 feet. The minimum setback distance for ground signs in this district shall be five feet from all lot lines. All other provisions of section 58-125 shall also apply.

(2) One wall sign indicating only the name and nature of the occupancy for each occupancy within the developed parcel. Such sign shall not exceed a total area of two and one-half square feet of copy for each linear foot of building occupancy frontage or the copy area permitted by section 58-126, whichever is the lesser. Wall signs shall also conform with all other provisions of section 58-126

(3) If the building includes a canopy, each occupancy will be permitted one under-canopy sign in conformity with section 58-128

(d) Commercial (C-2) district.

(1) Each occupant shall be permitted a maximum of two signs indicating the business, commodities, service or other activity sold, offered or conducted on the premises. Where one occupancy has two signs, only the following combinations of sign types shall be permitted: One ground

sign and one wall or canopy sign; one projecting sign and one wall or canopy sign; one ground sign and one under-canopy sign; one canopy sign and one under-canopy sign. These signs shall also comply with the applicable provisions of sections 58-125 through 58-128

(2) Ground signs within the commercial (C-2) district which give only the name of the abutting business may be located on the public right-of-way between the property line and the curb. Ground signs so located shall not exceed three square feet in area, the lower edge shall be a minimum of seven feet high above the sidewalk, and shall be placed at least six inches behind the curb face or further to prevent interference with vehicular traffic. The design and location of such signs shall be subject to the approval of the planning and community development department to insure that the sign does not interfere with pedestrian traffic, parking or does not create excessive signage in one area. Signs must be spaced at least ten feet apart and may be required to be located as prescribed by the sign location plan.

(3) Ground signs and projecting signs on properties or buildings within the central business district shall be limited to an area of each face of 20 square feet and shall have a minimum clearance of seven feet.

(4) The maximum copy area of canopy signs shall be two square feet per linear foot of canopy front and sides. These signs should also comply with applicable provisions of section 58-128

(5) Signs attached to the underside of a canopy (under-canopy signs) shall have a copy area no greater than six square feet, with a maximum letter height of nine inches, subject to a minimum clearance of seven feet from the sidewalk.

(6) Commercial (C-2) district properties may not have digital, electronic signs, and/or internally-illuminated signs, such as backlit plastic, acrylic or glass. Front lighting of signs is encouraged. External illumination must be provided by a light source that is installed to prevent direct light from shining onto the street or adjacent properties. Flashing or moving lights are not permitted. Backlit halo-type opaque sign lettering is permitted, however, the light color must be white or subdued and muted such as a pastel shade.

(7) All signs in this district shall be subject to compliance with the Central Business District Facade Design Guidelines, even if such is more restrictive than the regulations outlined above.

(e) General commercial (C-3), limited commercial (C-3A and light industrial (I-1) districts.

(1) Each premises or building shall be permitted one ground sign indicating only the business, commodities, service or other activity sold, offered or conducted on the property. Where a premises has in excess of 300 feet of frontage, one additional ground sign may be erected for each additional 300 feet of street frontage in excess to the first 300 feet. Ground signs shall also comply with the applicable provisions of section 58-125. Service stations shall be permitted one additional ground sign not exceeding 32 square feet of area per face indicating only the prices of fuels sold on the premises. A ground sign must be located entirely on private property behind the lot line.

(2) One projecting sign may be substituted for the permitted ground sign and shall comply with applicable provisions of sections 58-127

(3) In addition to the above signs, each occupant may have one of the following sign types: one wall sign, one canopy sign, or one under-canopy sign. These signs shall comply with the applicable provisions of sections 58-126 and 58-128

(4) Commercial district properties located within the boundaries of the area subject to the Central Business District Facade Design Guidelines, the Morse Boulevard Plan Facade Design Guidelines area from New York Avenue to Denning Drive or within the Hannibal Square Neighborhood Commercial District may not have digital, electronic [signs](#), and/or internally illuminated signs, such as backlit plastic, acrylic or glass. Front lighting of signs is encouraged. External illumination must be provided by a light source that is installed to prevent direct light from shining onto the street or adjacent properties. Flashing or moving lights are not permitted. Backlit halo-type opaque sign lettering is permitted, however, the light color must be white or subdued and muted such as a pastel shade.

(5) All signs within the applicable map area shall be subject to compliance with the Morse Boulevard Plan Facade Design Guidelines even if such is more restrictive than the regulations outlined above.

(f) Signs adjacent to Interstate 4 in nonresidential districts (O-1 and C-3).

(1) Properties with a minimum frontage of 150 feet abutting Interstate 4 with nonresidential zoning designations are permitted to construct ground signs in accordance with the following limitations:

Maximum height: 30 feet

Maximum area per side for double faced signs placed perpendicular to the roadway: 100 square feet

(2) Provisions of (e)(1) of this section shall also apply.

(g) One free expression sign is permitted per parcel no more than four square feet in area, and no more than 6 feet in height.

Sec. 58-125. - Ground signs.

(a) *Permitted.* Ground signs are permitted for each premises having frontage on a public right-of-way.

(b) *Height when within 20 feet of curb cut.* Ground signs located within 20 feet of a curb cut, or within 20 feet of the point where the curbs or pavement edges of intersecting streets intersect, shall either have a maximum height of three feet, or shall maintain a clear height of eight feet from the adjacent curb or edge of pavement to the bottom of the sign.

(c) *Setbacks.* See the respective zoning district regulations, section 58-124

(d) *Height and area.* The maximum permitted height and area of signs should be related to the environment in which the sign will be seen. Therefore, the limits in Table 1 are based on the traffic speed and number of lanes on streets in the city. The maximum height of any ground sign shall not exceed the limits established by Table 1. If the sign has more than one face, the total area shall not exceed twice the area permitted for one face.

TABLE 1
MAXIMUM PERMITTED HEIGHT

AND AREA OF GROUND SIGNS

| Street | Area Each Face (square feet) | Max. Height From Grade (feet) |
|------------------------------|---------------------------------|-------------------------------------|
| 2-Lane Streets | 36 | 8 |
| Orlando Ave., Aloma Ave., | | |
| Lee Rd. | 100 | 25 |
| All other 4–6 lanes | 50 | 20 |

(e) *Residential proximity.* When premises zoned for commercial or industrial use are within 100 feet of the nearest boundary of any premises zoned for residential use on the same public right-of-way, ground signs erected and maintained on the commercial or industrial premises shall not exceed 25 feet in height, or the maximum height permitted by Table 1, above, whichever is less. Furthermore, where ground signs are located in a commercial or industrial zone, but within 100 feet of premises zoned for residential use having frontage on the same public right-of-way, such signs shall be set back from the public right-of-way the same distance as is required for buildings in the residential zone.

(f) *Minimum clearance.* Where a ground sign projects over a vehicular traffic area such as a driveway or parking lot aisle, the minimum clearance between the bottom of the sign and the ground shall be 16 feet.

(g) *Decorative embellishments.* On ground signs, the sign structure may extend above the maximum allowable height of the sign for embellishment purposes. Under no circumstances, however, may such extension exceed 20 percent of the maximum allowable height for the sign. Further, such

embellishment shall not include thereon any symbol, representation, logo, insignia, illustration, or other form of advertising message.

(h) *Projection over a canopy.* A ground sign supported by a sign structure which is imbedded in the ground and independent of a canopy for structural support, may project above and over a canopy. This section shall not be deemed to allow a ground sign to be located over, in whole or part, the roof of a building. A ground sign which projects over a canopy shall comply with all other applicable regulations of this chapter.

(i) *Measurement of sign area.* The area within a perimeter which forms the outside shape including any frame which forms an integral part of the display, but excluding the necessary supports or uprights on which the sign may be placed. If the sign consists of more than one section or module, all areas will be totaled, including the spaces between sections or modules. When the area of the covering material over the structural elements of the sign exceeds 18 inches in width, the additional area of this covering material will count as part of the allowable sign area.

Sec. 58-126. - Wall signs.

(a) *Signable area determination.* The occupancy displaying a wall sign shall determine the signable area by choosing one such area on the building facade and by then calculating the number of square feet which are enclosed by an imaginary rectangle or square which is drawn around this area.

(b) *Area limits.* In all cases, wall sign areas refer to the area of copy rather than the area of the background.

(1) Where an occupancy has no ground, roof or projecting sign on the same premises, 45 percent of the signable area may be used for copy.

(2) Where an occupancy has a ground sign but no roof or projecting sign on the same premises, 30 percent of the signable area may be used for copy.

(3) Where an advertiser has a projecting sign but no ground sign on the same premises, 15 percent of the signable area may be used for copy.

(c) *Interruption of architectural features.* A wall sign shall not interrupt major architectural features of the building, and shall not project from the wall by more than 12 inches.

(d) *When unrestricted.* One identification wall sign four square feet in area or less with non-illuminated letters up to but not exceeding three inches in height, is not restricted and shall be permitted in addition to regulated signage.

Sec. 58-127. - Projecting signs.

(a) *When permitted; height; area.* Any occupancy with frontage on the public right-of-way is permitted to have one projecting sign along that public street. The projecting sign shall be instead of, but not in addition to, a ground sign, and shall be subject to the same height and area restrictions as shown in

Table 1 in section 58-125. Where a premises is allowed two ground signs, the occupant may elect to substitute a projecting sign for one of the ground signs.

(b) The leading edge of any projecting sign shall not extend over a public right-of-way except as approved in the central business district (C-2).

(c) *Rise from parapet.* Projecting signs shall not rise more than six feet above the top of a parapet.

(d) *Minimum clearance.* Projecting signs shall have a minimum clearance of nine feet between the bottom of the sign and the ground.

(e) *Installation.* All projecting signs shall be installed or erected in such a manner that there shall be no visible angle iron sign support structures above a roof, building face or wall.

(f) *Cantilever support.* A cantilever support may rise 12 inches above the parapet; however, where there is a space between the edge of the sign and the building face, such cantilever must be enclosed, except decorative yard arm type signs shall be permitted without enclosure of the space between the sign and the building.

Sec. 58-128. - Canopy (or marquee) signs.

Where canopy signs are allowed, such signs shall be subject to the following conditions:

(1) *Height; area.* Maximum sign area shall be three square feet per linear foot of canopy front and sides. Sign area or any part of sign area allowed for one facing cannot be added to that allowed for other facings. Subject to a minimum height limit of nine feet from the sidewalk, a canopy sign may be installed above, on the face of or below the canopy proper, provided that where such sign is installed above or below, the sign area will be computed on the total of the sign face and the canopy face proper.

(2) *Proximity to curb face.* No portion of a canopy sign can be closer than one foot to a vertical line from the curb face.

(3) *Copy area in public entertainment areas.* On places of public entertainment such as theaters, arenas and meeting halls, the copy area allowance will be five square feet per linear foot of canopy with a maximum total height limit of no more than five feet at any point.

(4) *Copy area in the central business district.* In the central business district (C-2) the maximum copy area of canopy signs shall be two square feet per linear foot of canopy front and sides subject to the same conditions as in subsection (1) of this section.

5) *Projection over canopy.* A ground sign supported by a sign structure which is imbedded in the ground and independent of a canopy for structural support, may project above and over a canopy. This section shall not be deemed to allow a ground sign to be located over, in whole or in part, the roof of a building. A ground sign which projects over a canopy shall comply with all other applicable regulations of this chapter.

(6) *Under canopy sign.* Signs attached to the underside of a canopy shall have a copy area no greater than six square feet, with a maximum letter height of nine inches, subject to a minimum clearance of seven feet from the sidewalk in the central business district (C-2), and eight feet from the sidewalk in all other districts, and shall be mounted as nearly as possible at right angles to the building face.

Sec. 58-129. - Signs on awnings.

In addition to other permitted signs, a sign consisting of letters not exceeding an average height of 12 inches placed within an area width not exceeding 18 inches may be painted, placed, or installed upon the front and sides of any awning erected and maintained in accordance with the city's building code. An identification emblem, insignia, initial or other similar feature not exceeding an area of eight square feet may be painted, placed or installed elsewhere on any awning.

Sec. 58-130. - Other signs.

(a) *Incidental signs.* Up to two incidental signs may be attached to a ground sign structure or to a building wall, but may not be attached perpendicular to the wall. Such signs are restricted to trading stamps, credit cards accepted, official notices of services required by law or trade affiliations. Area of each sign may not exceed five square feet; the total area of all such signs may not exceed ten square feet.

(b) *Manual or automatic changeable copy signs.* Manual changeable copy signs are permitted by this article ~~to be up to the maximum size of permitted signable area when utilized for cinema/theater signage, fuel price signage or for schools and churches but otherwise such manual changeable copy signs are~~ subject to a maximum size of nine square feet or up to one-quarter (25 percent) of the permitted signable area. Automatic changeable copy signs ~~or electronic signs~~ are not permitted by this article. ~~unless utilized for time, temperature, date or other public service non-advertising copy.~~

(c) *Portable signs.* Portable signs may not be used as either a permanent sign or a temporary sign, except as permitted in section 58-134.

(d) *Window signs.* The total area of all window signs on any side of a building shall not cover more than 25 percent of the window area.

Sec. 58-131. - Special situations.

(a) *Building adjacent to offstreet parking.* Wall signs may be displayed on the side or rear of a building adjacent to an offstreet parking area if the parking area is 30 feet or more in width. However, the total area of all wall signs on the premises shall not exceed the signable wall area calculated for the frontage of the building.

(b) *Multiple frontages.* If a building has frontage on two or more streets, each frontage shall be separately considered for the purposes of determining compliance with the provisions of these regulations. However, the permitted sign area for one frontage shall not be combined with another

frontage to place the combined sign area on one frontage. Neither shall this section be construed to supersede the provisions limiting and restricting the use of temporary signs for buildings with multiple frontages after September 1, 1983.

Sec. 58-132. - Illumination.

Illumination of signs shall be in accordance with the following requirements:

(1) White is the only color of light which is permitted in residential or office zones, or within 500 feet of such zones.

(2) Flashing signs shall be prohibited.

(3) Floodlight illumination is permissible, provided that the floodlight or spotlight is positioned so that none of the light shines onto an adjacent property or in the eyes of motorists or pedestrians.

(4) Bare bulb illumination shall not be used in residential or professional office zones, nor within 500 feet of such zones, except neon or similar type signs are permitted in commercial zoning districts.

(5) Searchlights shall not be permitted to be used to illuminate signs or properties in the advertising or promotion of a business or in the attraction of customers to a property.

Sec. 58-133. - Nonconforming signs.

(a) All signs not in conformance with any provisions of these regulations, with the exception of the maximum height and area limitations, must be removed, changed, or altered to conform to the provisions of these regulations within two years after such sign becomes nonconforming.

~~(1) Any sign not in conformance with the provisions of these regulations becomes nonconforming on July 14, 1998.~~

~~(12)~~ Any sign not in conformance with the provisions of an amendment to these regulations becomes nonconforming on the effective date of such amendment.

~~(23)~~ Any projecting sign which is nonconforming due solely to its location over a public right-of-way shall also be exempt from the conformance provisions of this chapter.

(b) Whenever the occupancy of a premises with nonconforming signs changes, the new occupant shall be required to remove, change or alter such signs to conform to the provisions of these regulations. This requirement is not intended to apply to changes in ownership where the same type of business, continues to occupy the premises.

(c) All wind signs, animated signs, and nonconforming flashing signs shall be removed or converted to nonflashing, non-animated signs. All portable and temporary signs not in conformance with this section shall be removed or altered to meet the requirements of this section.

(d) No nonconforming sign shall be enlarged or increased in size, weight or width or altered in any fashion or extended to occupy a greater amount of land. No nonconforming sign shall be reconstructed if the sign pole(s) or structural elements of the sign face(s) are damaged, destroyed or removed to an extent of more than 50 percent of the replacement cost at the time of destruction. Nonconforming signs may undergo reasonable repair and maintenance including change of advertising message. Reasonable repair and maintenance means the work necessary to keep the sign structure in a good state of repair, including the replacement in kind of materials in the sign structure. When such replacement of materials is involved, such replacement may not exceed 50 percent of the structural materials in the sign within any 24-month period. In connection with any outdoor advertising sign regulated by Chapter 479, Florida Statutes, the sign shall only be considered destroyed if it is destroyed within the meaning of Chapter 479, Florida Statutes, and Rule 14-10.007(6)(a), Florida Administrative Code.

(e) Off premises signs may not be converted to electronic signs.

Sec. 58-134. - Temporary signs.

(a) In addition to other signs permitted by this section, temporary signs may be permitted in accordance with the following requirements: Such temporary signs shall meet all requirements of this article except as otherwise provided in this subsection.

(b) Subdivision development signs shall be permitted to identify subdivisions where an active building and development program is underway. Such signs shall be permitted on a temporary permit basis only for a maximum of two years or until the subdivision is completed, whichever shall occur first. Such signs shall be limited to one per street frontage and shall not exceed 32 square feet in size or eight feet in height.

(c) On site development signs shall be permitted on property where there is an active building program underway to identify the project, the developer, architect, contractor, realtor and others involved in the design, construction and financing. Such signs shall be permitted on a temporary basis and shall not be erected more than five days prior to the start of construction. Signs shall be removed upon issuance of a certificate of occupancy or when there has been no construction activity on the property for 60 days or more. Such signs shall be limited to one per street frontage and shall not exceed eight square feet in size or six feet in height for single family and duplex building projects; 32 square feet in size and eight feet in height for multifamily building projects and no larger or higher than the size that is permitted for permanent ground signs for nonresidential building projects.

(d) One real estate sign offering real property for sale or lease shall be permitted on each frontage of properties where an owner is actively attempting to sell or lease such property, either personally or through an agent. Such sign shall not exceed four square feet in area or 6 feet in height in residential zones for one- or two-family dwellings and 12 square feet in area for multifamily dwellings or nonresidential buildings. All signs shall be located behind the sidewalk or ten feet behind the curb or edge of pavement, whichever is greater. Additionally, a maximum of two "open house" signs may be used to direct interested persons to the location of an open house, in addition to the "open house" sign placed at the site of the real property offered for sale. The two directional signs are limited in size to two

square feet and may ~~be placed in the public right-of-way subject to~~ not blocking visibility for traffic and ~~are~~ subject to ~~allowing~~ removal by the abutting property owner if that owner does not consent to the placement of the sign. Such "open house" signs shall be posted only during the hours of 9:00 a.m. to 6:00 p.m. and shall be removed immediately following the close of the open house event. Open house signage shall not be posted more than two days per week.

(e) ~~Political or campaign~~ Election signs on behalf of candidates for public office or measures on election ballots provided that such signs are subject to the following regulations:

(1) Such signs ~~shall be erected not earlier than 45 days prior to such election and~~ shall be removed within ~~three~~ seven days following such election. ~~For city elections, political signs posted prior to the date of the scheduled primary election date may remain posted until three days following the general election.~~

(2) One election sign for each candidate and each issue ~~sign~~ is permitted on any one property frontage, except as modified herein. Such signs shall not exceed two square feet in area, and if detached, shall not exceed six feet in height. A maximum of four (4) election signs is permitted on any one property for various candidates or ballot issues. ~~For city elections, when an election is held for two city commission seat vacancies, two signs (one for each seat) are permitted on any one property frontage. In addition, one additional sign (other than a sign for a city commission seat or city mayoral candidate) may be placed on any property street frontage. For elections when no city commission or mayoral candidate or other city matter is on the ballot, one sign is permitted on any one property frontage.~~

(3) All signs shall be located behind the sidewalk, or ten feet behind the curb or edge or pavement, whichever is greater.

(4) Any candidate, election committee or organization for an electoral measure that does not conform to these provisions shall ~~be subject to the misdemeanor penalties provided by section 1-7 of this Code of Ordinances, or shall be~~ subject to issuance of a citation under chapter 1, article II, of this Code of Ordinances or shall be subject to issuance of a notice to appear before the city's code enforcement board as provided under chapter 2, ~~article III, division 4~~ of this Code of Ordinances.

Prior to the imposition of any of the foregoing penalties on a candidate for political office, written notice of the violation shall be delivered to the candidate's local campaign treasurer or to the candidate or his representative. If the violation is not corrected within 72 hours following delivery of such notice, the candidate shall be in violation of this subsection (e) whether or not the candidate erected the signs constituting the violation.

Prior to the imposition of any of the foregoing penalties on an election committee or organization for an electoral provision, written notice of the violation shall be delivered to the person or persons who publicly represent themselves as chairman of or in charge of such committees or organizations. If the violation is not corrected within 72 hours following delivery of such notice, the

election committee or organization for an electoral provision shall be in violation of this subsection (e) whether or not the committee or organization erected the signs constituting the violation.

(f) One temporary sign, portable sign or menu board may be located outside of a commercial business exclusive of beautification elements such as plants. Except within the C-2 zoning district, t~~This sign must be located within two feet of the front wall or window of the building. The sign must not block or impede pedestrian traffic or be placed on the public sidewalk and at least six feet of clear sidewalk width must remain for pedestrian traffic~~ No sign may block a business entrance or pedestrian or vehicular traffic and may not be located within a parking space. There must be at least five feet of sidewalk. Sign placement shall not interfere with the American with Disabilities Act (ADA) requirements. The sign(s) shall not be placed in landscaped areas. The sign(s) cannot be located beyond the width of the business frontage. No A-Frame sign shall be secured, tethered, or installed on traffic devices, utility equipment, trees, furniture, poles, or any other fixture. Sign(s) shall be located on the ground or the sidewalk. Sign(s) shall not be located within sight triangles or in a manner that obstructs visibility to vehicular traffic. ~~The sign must be no more than six feet in height and not more than two feet in width, four square feet. The signs must be decorative, with the name/logo of the business permanently included and incorporated into the sign design such that the sign may not simply be limited to a message area.~~ The sign must be safely secured and removed under windy conditions. The sign must be removed when the business is not open. A temporary sign, portable sign or menu sign is not permitted if the business chooses to place an outdoor display of merchandise as permitted by this Code, section 58-82(aa).

~~(g) Portable signs. One portable advertising sign may be placed in front of active businesses in General Commercial (C-3) zoning districts at or near the front lot line of the property. The sign shall not obstruct traffic visibility for vehicles exiting or interfere with traffic circulation within the property and shall not exceed two feet in width or six feet in height. Multi-tenant properties with several businesses within a single building shall be limited to one portable sign to serve one or all of the businesses within the building. The sign shall be removed when the business is not open and shall be removed during high wind conditions. In addition, the sign shall not interfere with required landscaping for a property. Businesses with existing ground, pole or roof signs shall not be permitted an additional portable sign under this paragraph.~~

Sec. 58-135. - Prohibited signs.

The following types of signs are expressly prohibited in all districts, except as otherwise provided by this article:

(1) Animated signs, flashing signs, automatic changing signs, and inflatable signs are ~~Animated signs, flashing signs and automatic changing signs or automatic changeable copy signs shall be prohibited. Also, interior or exterior blinking or flashing window signs of all sizes are prohibited. This is not intended to prohibit public service information signs and other electronic message centers where different copy changes are shown on the same lamp bank as long as such messages are limited to time, temperature, date and other public service non-advertising copy.~~

(2) Electronic signs.

(32) *Snipe signs.* The placing, tacking, pasting or otherwise affixing of signs of a miscellaneous character on properties or to the walls of buildings, on poles, trees, fences or other structures is prohibited. Any snipe sign placed on or affixed to property or placed in the right-of-way, including but not limited to public property and rights-of-way along or adjoining any roadway, in violation of this Code, is hereby declared to be abandoned property and is subject to being removed by any person, so long as such removal is accomplished in a safe and peaceful manner. Nothing herein shall be construed to permit any person who removes such abandoned property to do so in a manner that endangers any person or the safety of any other person traveling on such roadway.

(43) *Signs on public property.* With the exception of governmental signs erected by or on the order of a public officer, no sign shall be permitted on public property or over, or across any street or right-of-way except as may otherwise expressly be authorized by this article.

(54) *Banner and wind signs.* Banner and wind signs shall be prohibited. In addition no more than three flags ~~of a national, religious, fraternal or civic organization~~ shall be displayed and no individual flag shall exceed 32 square feet. Government facilities displaying the traditional number of signs in the public interest and signs authorized under a special event permit are exempt from this provision.

(65) *Parking of advertising vehicles.* No person shall park any motor vehicle in a location visible from a public right-of-way, which has attached thereto or located thereon any sign for the basic purpose of advertising products or directing people to a business or activity located on the same or nearby property or any other premises. This section is not intended to prohibit any form of vehicular signage such as a sign attached to a bus or lettered on a motor vehicle.

(76) Generally. Signs are also prohibited which:

a. Bear or contain statements, words or pictures of an obscene, ~~pornographic or immoral~~ character. ~~or which contain advertising matter which is untruthful.~~

b. By reason of their size, location, movement, content, coloring or manner of illumination, may be confused with or construed as a traffic control sign, signal or device, or the light of an emergency or road equipment vehicle, or which hide from view any traffic or street signal or device, or which otherwise create a traffic hazard.

(87) *Outdoor advertising or offsite ~~advertising signs.~~* ~~Outdoor advertising signs or offsite advertising signs indicating other than the business, service or other activity sold, offered or conducted on the property [shall be prohibited].~~

(98) Exposed neon or similar signs visible and within 100 feet of residentially zoned property.

(109) Roof signs.

(1110) More than three balloons over 12 inches in diameter on any one property or any one balloon over 18 inches in diameter.

(12) Any sign prohibited by state or federal law.

(13) Any sign not expressly permitted in Article IV, Sign Regulations, is prohibited.

Sec. 58-136. - Permits.

(a) All new and existing signs shall be required to have a permit. Application for a sign permit shall be accompanied by a fee to be established by the city commission. No sign shall be constructed, structurally altered, or extended until such a permit has been issued. The following ~~signs~~ shall be exempt from this requirement, provided that ~~such~~ signs have no electrical parts or usage:

(1) Window signs;

(2) ~~Political and campaign signs~~ Election and free expression signs;

(3) Real estate signs;

(4) Signs which include no letters, symbols or designs, in excess of three inches in height;

(5) Signs which are a permanent architectural feature of the building or structure, such as a cornerstone or identifying letters carved into or embossed on the building, providing such letters are not illuminated apart from the building, are not made of a reflective material, and do not contrast in color with the building;

(6) Signs less than ~~of~~ two square feet ~~or less~~ located entirely on private property.

(7) Window displays of merchandise, pictures or models of products or services;

(8) Works of art which in no way identify a product;

(9) Directional signs four square feet in area or less which direct and guide traffic and parking do not include advertising;

(10) Coin-operated vending machines, gasoline pumps, telephone booths, and ice vending equipment;

(11) Up to three balloons 12 inches or less in diameter on one property or premises;

(12) Murals painted on walls that do not include advertising.

(13) A sign (except a window sign which shall be subject to the provisions of this article) located entirely inside the premises of a building or enclosed space and which is not readily visible from the exterior of the enclosed space or premises;

(14) A sign on a car, other than a prohibited vehicle sign;

(15) A statutory sign;

(16) A traffic control device sign.

(b) Sign permit applications.

A sign permit application for permanent and certain temporary signs as may be required by this article, or separate City Commission resolution, shall be prepared and submitted on forms available at the building department office, or other office designated by the City Commission. The sign permit application may supplant the information contained on any building permit application required by the Florida Building Code. The applicant shall furnish the following information on or with the sign permit application form:

(1) Name, address and telephone number of the person making application for the permit. If the applicant is anyone other than the property owner, the applicant shall provide written authorization from the property owner permitting the installation of the sign.

(2) Name, address and telephone number of the property owner. If the owner is an entity other than an individual, list the contact person's name.

(3) Name, address and telephone number of the business tenant, if applicable. If the tenant is an entity other than an individual, list the contact person's name.

(4) Name, address, telephone and license number of the contractor, if applicable. If the contractor is an entity other than an individual, list the contact person's name.

(5) Address and legal description of the property upon which the sign is to be located. The legal address may be located on a certified boundary survey.

(6) Lot frontage on all streets and public rights-of-way.

(7) Indicate in feet and inches the location of the sign in relation to property lines, public rights-of-way, easements, buildings and other signs on the property.

(8) Freestanding signs shall require a boundary survey prepared within the last 24 months of the permit application date, and signed and sealed by a land surveyor or engineer licensed in Florida showing the proposed location of the sign.

(9) For all wall-mounted signs, the facade elevation with dimensions, drawn to scale. Windows and doors and other openings shall be delineated and their dimensions given.

(10) Sign dimensions and elevation, drawn to scale.

(11) Maximum and minimum height of the sign measured from finished grade.

(12) Dimensions of the sign's supporting members.

(13) Sign illumination, specifying illumination type, placement, intensity and hours of illumination.

(14) Three copies of the plans, specifications, calculations and details, signed and sealed by an engineer licensed in Florida, specifications documenting the applicable wind load, and electrical specifications, if applicable, meeting the minimum requirements of the applicable Electric code.

(15) Number, type, location and surface area of all existing signs on the same property.

(16) Landscape plan, as applicable.

(17) Signature of applicant. If the value of construction is \$2,500.00 or greater, a certified copy of notice of commencement shall be required prior to permit issuance.

(c) Sign permit application review.

(1) An applicant shall transmit or deliver a sign permit application for a permanent sign to the building department office, or such other office as may be designated by the city. The sign permit application shall be reviewed by the person designated by the Building Director for a determination of whether the proposed sign meets the applicable requirements of this article and any applicable zoning law. The review of the sign permit application shall be completed within 45 days following receipt of a completed application, and any applicable fees, not counting the day of receipt and not counting any Saturday, Sunday, or legal holiday which falls upon the first or the 45th day after the date of receipt. A sign permit shall either be approved, approved with conditions (meaning legal conditions existing in the code such as dimensional requirements), or disapproved, and the decision shall be reduced to writing. A disapproval shall include or be accompanied by a statement of the reason(s) for the disapproval. If disapproval is the consequence of a failure to decide upon the application within the deadline set forth herein, the Building Director shall upon request refund any applicable fee to the person who paid the fee. In the event that no decision is rendered within 45 calendar days following submission, the application shall be deemed denied and the applicant may appeal to the Planning and Zoning Board. Any appeal shall be heard and a decision rendered within the time frames specified in this article for appeals.

(2) For the purpose of appeal to any court of law, an approval, an approval with conditions, or disapproval shall be deemed the final decision of the city upon the application.

(3) In the case of an approval with conditions or a disapproval, including a disapproval by lapse of time as described herein, an applicant may ask for reconsideration of the decision on the grounds that the Building Director may have overlooked or failed to consider any fact(s) that would support a different decision. A written request for reconsideration, accompanied by such additional fact(s) as the applicant may wish the Building Director to consider, shall be filed with the Building Director within ten calendar days after receipt of the decision. No fee shall be required for a request for reconsideration. Upon the timely filing of a request for reconsideration, the decision of the Building Director shall be deemed stayed and not a final decision until the request for reconsideration is decided. The request for reconsideration shall be decided within seven days of receipt by the city, not counting any intervening Saturday,

Sunday, or legal City holiday. Such decision shall be in writing and shall include a statement of the reason(s) for the decision. If the disapproval of the request for reconsideration was a consequence of a failure to decide upon the application within the deadline set forth herein, the Building Director shall verify upon request that any applicable fee was refunded even if the Building Director approves the application upon reconsideration.

(4) All decisions shall be mailed, transmitted electronically, or hand delivered to the applicant. A record shall be kept of the date of mailing, electronic transmittal, or hand delivery. For the purposes of calculating compliance with the 45-day deadline for a decision upon an application or the seven-day deadline for a decision upon request for reconsideration, the decision shall be deemed made when deposited in the mail, transmitted electronically, or hand delivered to the applicant.

(5) As exceptions to the foregoing, the 45-day deadline for approval and the seven-day deadline for a decision upon receipt of a request for a re-consideration shall not apply (that is, the time shall be suspended):

a. In any case in which the application requires a variance from any provision of the City Code of Ordinances, a rezoning of the property, or an amendment to the comprehensive plan of the city. In such cases, the time shall be suspended until a final decision is made upon the application for the variance, rezoning, or comprehensive plan amendment.

b. If the applicant is required to make any change to the application in order to obtain an unconditional approval, the time shall be suspended while the applicant makes such change.

c. If an applicant is required to obtain an approval from any other governmental agency, the time shall be suspended until such approval is obtained.

d. In any of the foregoing cases, the applicant may elect to not seek a variance, make no change to the application, or obtain no approval that may be required by another governmental agency, and may instead demand a decision upon the sign permit application as filed. In such event, the Building Director shall make a decision on the application as appropriate within five business days after receiving such demand. If a decision is not made in such a time, the application shall be deemed denied and the Building Director shall verify that any applicable fee was refunded to the person who paid the fee.

e. An application which is materially incomplete or which is not accompanied by the required fee shall not be deemed accepted and the time for review of the application shall not commence until a complete application accompanied by the required fee is filed with the Building Director. However, the Building Director shall keep a record of the incomplete application or any application not accompanied by the correct fee, as required by applicable public record laws. In addition, the Building Director shall, within 45 days of receipt of such an application, send the applicant a written explanation of the deficiencies in the application and ask that the deficiencies be remedied, explaining that the application cannot proceed forward

otherwise, and that the review will be suspended pending receipt of the required information or documentation. The applicant must then submit a new application with the deficiencies corrected in order for it to be considered by the Building Director.

(6) Any person aggrieved by the decision of the Building Director upon his or her sign permit application shall have the right to appeal to the Planning and Zoning Board.

(7) Appeals to Planning and Zoning Board.

a. Whenever it is alleged that there has been an error in an order, action, decision, determination, or requirement by the Building Director in the enforcement and application of any provision contained within this article or any other provision of this Code pertaining to sign permits (including any allegation that the Building Director has failed to act within applicable time frames), the aggrieved party may file a written appeal with the Planning and Zoning Board.

b. The written appeal shall be filed with the Planning and Zoning Board within thirty (30) days of the date of the alleged error. The written appeal shall describe the alleged error and the applicable provisions of the Code pertaining to the Building Director's order, action, decision, determination, requirement, or failure to act.

c. The Planning and Zoning Board shall hold a hearing within forty-five (45) days following receipt of the written appeal, not counting the day of the receipt and not counting any Saturday, Sunday, or legal holiday which falls upon the first or the forty-fifth day after the date of receipt.

d. The Planning and Zoning Board shall render a written decision within ten (10) days following the hearing.

e. If the Planning and Zoning Board does not render a decision within ten (10) days following the hearing, the sign permit shall be deemed denied.

f. Failure to appeal the decision regarding a sign application by the Building Director to the Planning and Zoning Board shall not be deemed a failure to exhaust administrative remedies. The applicant may choose to proceed directly to a judicial action once the sign application has been denied by the Building Director.

g. If an administrative appeal is filed by the applicant, and the Planning and Zoning Board fails to meet within the prescribed time, the appeal will be deemed denied, and the decision of the Building Director regarding the sign application will be deemed a final decision subject to immediate appeal to a court of competent jurisdiction.

h. Once a decision is appealed to the Planning and Zoning Board, the Building Director shall take no further action on the matter pending the Board's decision, except for unsafe signs which shall present an immediate and serious danger to the public, in which case the City may pursue any proper legal remedy available to it.

i. The Planning and Zoning Board shall comply with all applicable rules of conduct and procedures that pertain to zoning and that are not inconsistent with the provisions in this section.

i. Any person aggrieved by a decision of the Planning and Zoning Board may file an appeal to the City Commission, which shall follow the same procedure as the Planning and Zoning Board, as provided in this Section. Any person aggrieved by a decision by the City Commission may file an appeal to the courts as provided by law.

(~~db~~) All new signs shall be inspected at the time of initial installation. All existing signs shall be inspected within one year after the adoption of these regulations. When a sign is found to be nonconforming an inspection report stating what changes must be made in order to make the sign conform to these regulations and the date by which the sign must be made to conform or be removed, shall be issued to the sign owner, or to the property owner if the sign owner cannot be located.

(~~ee~~) Permits for temporary signs shall be valid only for the maximum time allowed in section 54-134 for the type of sign which is to be constructed or put into place. A new business, however, or a business in a new location with no permanent signs, may utilize temporary signs for a period of not more than 30 days or until installation of permanent signs, whichever shall occur first.

(~~fe~~) Annual off-site ~~outdoor-advertising~~ sign permit.

(1) An annual off-site ~~outdoor-advertising~~ sign permit must be obtained and an annual permit fee paid for each off-site ~~outdoor-advertising~~ sign structure located within the city. No person shall operate, use, maintain, or cause to be operated, used, or maintained, any off-site ~~outdoor-advertising~~ sign within the city without first obtaining an annual off-site ~~outdoor-advertising~~ sign permit from the office of planning and community development and paying the required fee.

(2) Application for an annual off-site ~~outdoor-advertising~~ sign permit shall be made on a form prescribed by the city and a separate application shall be submitted for each sign permit requested. A permit shall be required for each off-site ~~outdoor-advertising~~ sign. Every application shall be accompanied by the appropriate permit fee as well as a signed statement by the owner or copy of existing lease of the site on which the off-site ~~outdoor-advertising~~ sign exists authorizing placement of the off-site ~~outdoor-advertising~~ sign on that site. The annual permit application shall contain at a minimum the following information:

a. The full name and current mailing address of the owner or owners of the off-site ~~outdoor-advertising~~ sign;

b. The street address of the property on which the off-site ~~outdoor-advertising~~ sign is located;

c. The state permit tag number (if any) for the off-site ~~outdoor-advertising~~ sign;

d. The real estate identification number for the real property on which the off-site ~~outdoor advertising~~ sign is located, together with the full name and mailing address of the owner or owners of the real property;

e. The value of the off-site ~~outdoor advertising~~ sign as reported for purposes of the prior calendar year's tangible personal property tax return;

f. The off-site ~~outdoor advertising~~ sign's size in square footage;

g. The off-site ~~outdoor advertising~~ sign's height from ground level to the top of the sign;

h. Whether the off-site ~~outdoor advertising~~ sign is illuminated;

i. The off-site ~~outdoor advertising~~ sign's general description as to type and number of faces;

j. The off-site ~~outdoor advertising~~ sign's type of construction (wood, steel, concrete, monopole etc.) and the number of supports; and

k. The date the off-site ~~outdoor advertising~~ sign was acquired and the depreciation schedule used for federal income tax purposes.

(3) The annual off-site ~~outdoor advertising~~ sign permit fee shall be determined by the schedule of fees established by the city commission.

(4) Permit for off-site sign. For each permit issued, the applicant shall be furnished a serially numbered tag to be affixed to the off-site ~~outdoor advertising~~ sign structure. The permittee is responsible for maintaining a valid permit tag on each off-site ~~outdoor advertising~~ sign at all times. The tag shall be displayed on a support member or pole closest to the nearest street and must be clearly visible from the nearest street at all times. The permit shall become void upon noncompliance with these requirements. The permit shall become void unless the permit tag is properly and permanently displayed at the permitted site within 15 days after the date of permit issuance. An off-site ~~outdoor advertising~~ sign shall become unlawful if its permit is not renewed, or if the conditions imposed by the city commission are not maintained and 30 days have passed and the permittee has failed to comply with such conditions after 30 days notice of such. Within the 30 days of notice, the permittee may appeal the decision of the Building Director. ~~building and code enforcement director.~~

(5) A permit is valid only for the location for which it is specifically issued. A permit may not be transferred from one location to another.

(6) As a prerequisite of obtaining a permit an applicant must present evidence of applicant's control over the site of the off-site ~~outdoor advertising~~ sign.

(7) All annual off-site ~~outdoor advertising~~ sign permits and tags shall be renewed annually on October 1st.

~~(8) All outdoor advertising signs existing in the city at the time of the effective date of the ordinance from which this subsection derives (March 12, 2002), shall be required to bear a valid permit tag within 120 days of that date.~~

Sec. 58-137. - Construction, maintenance, removal and disposition of signs.

(a) All signs shall comply with the city's building code, the National Electrical Code, and the Florida Outdoor Advertisers Statutes and all other laws and ordinances applicable to signs and their construction, sites and operation. All permanent sign structures shall be completed within 60 days from the beginning of construction.

(b) Any sign which no longer advertises a bona fide business conducted, or a product sold, shall be taken down or the message portion removed or hidden from view by the owner, agent or person having a beneficial use of the building, structure or land upon which such sign is located, within 30 days after written notification by the city.

(c) Signs shall be kept clean, neatly painted and free from all hazards, such as but not limited to, faulty wiring and loose fastenings, and must be maintained at all times in such safe condition so as not to be detrimental to the public health and safety. Signs which become condemned must either be removed or restored in conformance with applicable regulations within 30 days after written notification by the city. Signs which are not removed or restored will be demolished by the city at the property owners' expense, as provided in the building code.

~~(d) Banners, flags, project development signs, real estate signs, snipe signs, sandwich signs, a-frame portable signs and special event signs which are erected or used unlawfully such that they do not conform to the provisions of this article are subject to removal. The city commission finds that, in view of the inexpensive nature of these signs, and the administrative burden which would be imposed by the procedural prerequisites prior to removal, any procedure other than the summary removal of these signs when unlawfully erected and maintained would defeat the purpose of regulating such signs. Therefore, the city manager is hereby authorized to remove such signs when unlawfully erected and maintained. The city shall proceed by notifying either in person, by phone or by letter, the occupant and/or owner of the property, and if the sign identifies a party other than the occupant/owner of the property, the party is so identified. The notice shall advise that the sign is unlawful, and that the removal is required within 48 hours or the sign is subject to removal by the city. The notice shall advise that the sign, if removed by the city, may be retrieved within 30 days and that if the sign is not retrieved within that time, it will be disposed of by the city. Prior to the disposal of the sign, another notice shall be delivered concerning possible action.~~

~~(de)~~ Signs and sign structures ~~not subject to removal pursuant to subsection (d) above~~ which are, or have been erected or maintained unlawfully, may be referred to the code enforcement board for appropriate action, or the city may proceed to pursue all remedies available at law or equity to it to remove signs or sign structures which are or have been unlawfully erected or maintained.

(e-f) All signs placed on city property or within street rights-of-way shall be subject to removal and disposal by the city.

Sec. 58-138. - Variance and appeals procedures and conditions.

(a) The city commission shall be empowered to grant dimensional variances for signs located on properties that require conditional use approval by the city commission. ~~or in circumstances where agreements are approved by the city commission pursuant as specified in sections 58-85 and 58-86~~

(b) City Commission Agreements.

(1) Under this section and pursuant to Fla. Stat. § 70.20, the city commission shall be empowered to grant variances from the terms of this article and to permit signs otherwise prohibited by this article as deemed appropriate via consensual agreements regarding nonconforming or prohibited signs on private properties as deemed necessary to fulfill the goals of the city, in improving the aesthetic appeal of the city, in reducing the number of outdoor advertising signs and in preserving and protecting historic or architecturally significant signs. If this section is declared invalid, illegal, or unenforceable by a final order from a court of competent jurisdiction and such court order specifically requires the removal of any digital or electronic off-premise sign constructed in accordance with this section, then, upon such court order becoming final and non-appealable, (i) the authorization for any digital or electronic off-premise sign allowed by this subsection and implemented through an agreement entered into pursuant to this section shall immediately be illegal and null and void; (ii) any digital or electronic off-premise sign that has been constructed pursuant to this subsection of the City Code shall become illegal and, within 30 days of the expiration of the date the order becomes final and non-appealable, must be either demolished and removed at the expense of the sign owner or converted to a static sign at the expense of the sign owner; (iii) any static off-premise signs that were removed in order to construct digital or electronic off-premise signs may be rebuilt, on the same properties on which they were previously constructed and to the same dimensions, subject to the receipt of required permits and compliance with the Florida Building Code, and provided that the following conditions are met: (1) the only static off-premise signs that may be rebuilt are those on Federal Aid Primary (FAP) roadways; (2) if the court order described in this subsection becomes final and non-appealable within five years of the effective date of the ordinance codified in this section, the sign owner shall not rebuild more than 50 percent of the static off-premise signs previously removed under this section and associated agreements; (3) if the court order becomes final and appealable between five years and ten years after the effective date of the ordinance, the sign owner shall not rebuild more than 25 percent of the static off-premise signs previously removed under this section and associated agreements; (4) if the court order becomes final and appealable ten years or more after the effective date of the ordinance, the sign owner shall not rebuild any static off-premise sign previously removed under this section and associated agreements; and (5) any static off-premise sign rebuilt under this subsection shall be classified as a legally nonconforming off-premise sign; and (iv) this subsection of the City Code shall become void and repealed.

(2) Electronic Sign Performance Standards for Commission Agreements. The agreements will provide that off-premise signs may only be permitted, constructed, and operated in accordance with the following standards as minimum standards, although agreements may include stricter standards:

- a. The signs' heights will be based on the location.
- b. The signs must be set back at least 50 feet from the curb or 35 feet from the front lot line or by DOT standards.
- c. The signs must meet all FDOT outdoor advertising sign separation requirements.
- d. The minimum spacing between the electronic sign and another billboard sign with faces visible from the same driving direction along the roadway shall comply with the requirements of F.S. 479.07(9)(a)(1). The distance shall be measured from the nearest point of the sign as projected to the centerline of the roadway upon which the sign is intended to be viewed to the nearest point of the other sign as measured to its closest point as projected to the centerline along the same roadway.
- e. The electronic sign face shall not contain the following: (i) movement, or the appearance or optical illusion of movement, (ii) movement of any part of the sign structure, design, or pictorial segment of the sign, and (iii) the movement or the appearance of movement of any illumination or the flashing, strobing, racing, scintillating or the varying of light intensity.
- f. The signs must not be illuminated in such a manner so as to cause glare or to impair the vision of motorists or otherwise distract motorists so as to interfere with motorists' ability to safely operate their vehicles. The signs shall not be of such intensity or brilliance that they interfere with the effectiveness of an official traffic sign, device or signal or be confused with traffic safety lights and signs. Otherwise, the sign shall comply with the lighting requirements of the State of Florida, including Ch. 479, Florida Statutes, and Rule 14-10, Florida Administrative Code, which currently prohibit moving light.
- g. Lighting levels from the electronic sign face will not exceed 0.3 foot candles over ambient levels, as measured using a foot candle meter at a pre-set distance of 250 feet from the base of the sign structure. The measurement of the brightness level must be taken with the meter aimed directly at the billboard sign face from the applicable pre set distance. As limited by the above standards, the sign shall not be brighter than is necessary for clear and adequate visibility. At the time of sign permit application, the sign company must submit a certification to the Building Director that this standard has been satisfied. The electronic sign's operating system shall contain a light sensing device to adjust brightness as ambient light conditions change in order to insure that the message meets the brightness standards set forth in the preceding sentence.

h. The signs shall not scroll, contain copy that flashes, or feature motion pictures.

i. The “dwell time,” defined as the interval of change between each individual message, shall be eight (8) seconds in duration; provided, however, that the sign company may program dwell times greater than eight (8) seconds in its sole discretion. The dwell time shall not include the time required to change a message.

j. The sign face must change instantaneously and imperceptibly.

k. The signs must include a default mechanism or setting that will cause the sign face to turn off or freeze in one position at a brightness no brighter than normal operation if a malfunction or failure (meaning any unintended interruption in message sequencing) occurs.

l. No embellishments or cutouts may be utilized on the signs.

(c) The board of adjustments shall also be empowered to grant variances for signs subject to the limitations in this Code regarding the type and nature of variances permitted subject to ~~the same provisions as specified in~~ sections 58-91 and 58-92. ~~58-88 and 58-89~~

(d) The planning and zoning commission and the city commission shall be empowered to hear and decide appeals of decisions made by the building director in the enforcement or administration of this article as specified in this chapter. ~~section 58-91~~

Section 58-139. Substitution of non-commercial speech for commercial speech. ~~Protection of first amendment rights.~~

~~Any sign, display, or device allowed under this article may contain, in lieu of any other copy, any otherwise lawful noncommercial message that does not direct attention to a business operated for profit or to a commodity or service for sale, and that complies with all other requirements of this article.~~

Notwithstanding anything contained in this section or Code to the contrary, any sign erected pursuant to the provisions of this Section or the Code may, at the option of the owner, contain a non-commercial message in lieu of a commercial message and the non-commercial copy may be substituted at any time in place of the commercial copy. The non-commercial message (copy) may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to non-commercial messages, or from one non-commercial message to another non-commercial message, as frequently as desired by the owner of the sign, provided that the size, height, setback and other dimensional criteria contained in this section and the Code have been satisfied.

Section 58-140. Appellate Decisions Deemed Final, Subject to Review.

The appellate decisions, pursuant to Section 58-136 above, shall be deemed final, subject to judicial review by the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, filed in accordance with the requirements of law, seeking such appropriate remedy as may be available.

Section 58-141. Content neutrality as to sign message (viewpoint).

Notwithstanding anything in this section or Code to the contrary, no sign or sign structure shall be subject to any limitation based upon the content (viewpoint) of the message contained on such sign or displayed on such sign structure.

Section 58-142. Severability.

(a) *Generally.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section.

(b) *Severability where less speech results.* Without diminishing or limiting in any way the declaration of severability set forth above in Section 58-142, or elsewhere in this section, this Code, or any adopting ordinance, if any part, section subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section, even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.

(c) *Severability of provisions pertaining to prohibited signs.* Without diminishing or limiting in any way the declaration of severability set forth above in Section 58-142, or elsewhere in this section, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section that pertains to prohibited signs, including specifically those signs and sign-types prohibited and not allowed under Section 58-135 of this section. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of Section is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of Section 58-135.

(d) *Severability of prohibition on off-site signs.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section and/or any other Code provisions and/or laws as declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on off-site signs as contained in this section and Code.

Planning Board Minutes: February 4, 2014:

REQUEST OF THE CITY OF WINTER PARK FOR: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CERTAIN PROVISIONS OF ARTICLE IV, SIGN REGULATIONS OF THE CITY OF WINTER PARK LAND DEVELOPMENT CODE TO PROVIDE MORE SPECIFICITY AND TO ADD CLARITY; AND AMENDING SECTION 1-24, SCHEDULE OF VIOLATIONS AND PENALTIES, RELATING TO SNIPE SIGNS; SEVERABILITY; AND PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS AND AN EFFECTIVE DATE.

Planning Manager Jeffrey Briggs gave the staff report and explained that this agenda item requests P&Z Board recommendation on revisions to the Sign Code. This initiative started at the request of Code Enforcement to clarify the rules on various issues such as animated signs, snipe signs, A-frame/menu board signs, etc. The City Attorney added many other changes to update the Sign Code for current case law and to address other issues. He summarized the proposed changes. He explained that Code Enforcement spends more staff time on enforcing the sign ordinance than any other code issue. There is a balance between assisting businesses with visibility and viability and the desire to protect property values in maintaining a desirable character and appearance of the City. It is a continual never-ending struggle for the Code Enforcement staff to remove the snipe signs placed all over town. This ordinance will also make it somewhat easier to enforce the regulations on those signs as well as the A-frame or menu board signs. Mr. Briggs indicated that from the previous P&Z work session discussion the one change concerning the size of signs on Lee Road has been incorporated into this revision. Staff recommended approval. Mr. Briggs responded to Board member questions and concerns.

Sally Flynn, 1400 Highland Road, spoke concerning the request. She requested clarification with regard to political signs.

No one wished to speak concerning the request. Public Hearing closed.

The Board members indicated that the work session discussion had been very helpful in discussing each of these changes prior to this public hearing. Mr. Weldon asked the city attorney to outline the major areas which they had revised in terms of updating for case law. City Attorney, C. Reischmann outlined those for the Board including elections signage, free expression signage and off-site (billboard) signs.

Mr. J. Johnston asked about the number of election signs permitted and the city attorney indicated that case law has held that limitations on the number of signs for each individual election races/issue to be invalid but that this restriction to no more than four signs was still reasonable limitation given the context. She noted that the two square foot maximum size is not changing.

Motion made by R. Johnston, seconded by Mr. Weldon to approve the proposed revisions to the sign code as proposed by staff and the City Attorney. Motion carried unanimously with a 6-0 vote.