



# city commission agenda

## Regular Meeting

April 28, 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](http://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

<b>1</b>	<b>Meeting Called to Order</b>	
<b>2</b>	<b>Invocation</b> Minister John McDonald, Flowers Temple Church of God In Christ <b>Pledge of Allegiance</b>	
<b>3</b>	<b>Approval of Agenda</b>	
<b>4</b>	<b>Mayor's Report</b>	<b>*Projected Time</b> <b>*Subject to change</b>
	a. Briefing – Orange County Tax Collector Scott Randolph	15 minutes
	b. Presentation – Eagle Scout Project, John Michael Thomas	5 minutes
	c. Recognition of core value coin recipients (January-March 2014)	10 minutes
	d. Presentation - Outstanding Class C Water Treatment Plant for the Magnolia Water Treatment Plant award	10 minutes
<b>5</b>	<b>City Manager's Report</b>	<b>*Projected Time</b> <b>*Subject to change</b>

<b>6</b>	<b>City Attorney's Report</b>	<b>*Projected Time</b> <b>*Subject to change</b>
<b>7</b>	<b>Non-Action Items</b>	<b>*Projected Time</b> <b>*Subject to change</b>
<b>8</b>	<b>Citizen Comments   5 p.m. or soon thereafter</b> <b>(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)</b> (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	
<b>9</b>	<b>Consent Agenda</b> a. Approve the minutes of April 14, 2014. b. Approve the interlocal agreements with Valencia College and other local agencies for fire service training.	<b>*Projected Time</b> <b>*Subject to change</b>  5 minutes
<b>10</b>	<b>Action Items Requiring Discussion</b>	<b>*Projected Time</b> <b>*Subject to change</b>
<b>11</b>	<b>Public Hearings</b> a. <u>Request of Benjamin Partners, LTD and the Sydgan Corporation representing Bubbalous, Inc. on the properties at 970/1000/1008 and 1306 Loren Avenue; 1141 Benjamin Avenue and 1313 Lewis Drive in conjunction with the Ravaudage Planned Development:</u> - <b>Ordinance</b> -Amending the "Comprehensive Plan" Future Land Use Map to change the Future Land use Designations of Commercial and Low Density Residential to Planned Development Future Land Use designation (1) - <b>Ordinance</b> -Amending the Official Zoning Map to change the Commercial (C-3) and Low Density Residential (R-2) District designations to Planned Development (PD-2) District zoning (1) b. <b>Ordinance</b> – Vacating and abandoning a portion of Loren Avenue within the Ravaudage Planned Development and Home Acres Subdivision area (1) c. <u>Request of the City of Winter Park:</u> - <b>Ordinance</b> -Amending Chapter 58 "Land Development Code", Article I "Comprehensive Plan" by amending the Goals, Objectives and Policies text within the Future Land Use Element related to the Planned Development Future Land Use Designations; combining the PD-1 and PD-2 Future Land Use Designations, deleting the maps indicating the candidate areas for Planned Development Future Land Use and deleting the parameters for the creation and establishment of Planned Development Zoning Districts and other policy text relating to Planned Development Future Land Use (1)	<b>*Projected Time</b> <b>*Subject to change</b> 15 minutes          10 minutes   20 minutes

d. <u>Request of the City of Winter Park:</u> - <b>Ordinance</b> -Amending Chapter 58 "Land Development Code", Article I "Comprehensive Plan" by amending the Goals, Objectives and Policies text within the Future Land Use Element related to the maximum building height within the Central Business District Future Land Use Designation (1)	10 minutes
e. <u>Request of the City of Winter Park:</u> - <b>Ordinance</b> -Amending Chapter 58 "Land Development Code", Article I "Comprehensive Plan" by amending the Goals, Objectives and Policies text within the Future Land Use Element related to repealing the requirement for a supermajority vote of the City Commission to approve certain conditional uses (1)	10 minutes
f. <b>Ordinance</b> - Governing garbage collection service in the Center Street business corridor (1)	10 minutes

<b>12 City Commission Reports</b>	<b>*Projected Time *Subject to change</b>
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

April 28, 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	Lee Road extension proposal public information session scheduled for Tuesday, April 29 from 5:00-7:30 PM at the Rachel D. Murrah Civic Center.	April 29, 2014
Fairbanks Improvement Project	<u>Communication Notices</u> <ul style="list-style-type: none"><li>• Project is complete. Working on settling LD's and workmanship issues prior to closeout.</li><li>• Working with future customers regarding connection to gravity sewer.</li></ul>	<u>Construction Project</u> Connection to sewer instructions posted on City website.
Quiet Zones	Funds approved for design.	Ongoing coordination with Orlando, MetroPlan, and FDOT.
Winter Park Hospital Parking Garage	Under construction. Met with hospital representatives to discuss current and future plans and options for master plan update. Will continue to meet and discuss options.	Ongoing
Refunding of Electric Revenue Bonds, Series 2005A (Variable rate bonds in auction rate mod)	The tender offer to bondholders was launched on April 22. We are also soliciting quotes to refund auction rate bonds. Once the best source of funding is determined, a resolution documenting finance terms will be presented to the Commission for approval.	June 2014



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; and 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).	Utilities Advisory Board discussions are ongoing.
Fairbanks electric transmission and distribution undergrounding	Engineering of Duke transmission underground project is underway. Boring of test holes along Fairbanks is nearly complete. 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 in the April/May timeframe.
New Hope Baptist Church Project	All work has proceeded in compliance with our Codes. Exterior painting is complete.	Approved Conditional Use will expire in September 2015
Grant Chapel	Work continues expeditiously including construction of patio and brick walls and wrought iron fencing along Lyman Avenue.	Completion expected within 30 days.
Capen House	Awaiting plans for exterior rear deck and interior alterations for use of building for weddings, receptions, etc.	Completion will take 90+ days depending on funds available from contributions.
Post Office and West Meadow Planting	The post office planting and the West Meadow plantings have been scheduled as a special event called "Trees for Peace Celebration". This celebration serves over 85 students representing the Hebrew Day School, Muslim Academy of Central Florida, and Orangewood Christian School will come together to display a spirit of unity as they plant trees for peace.	The event is scheduled for May 1, 2014 at 8:00 AM.
ULI TAP Orlando Avenue	Met with ULI representatives to create goals and begin setting agenda for the two day event.	Date for Panel is scheduled for June 2-3, 2014.
SunRail Whistle Stop Tour	Join us in celebrating the arrival of passenger rail service in Central Florida.	April 30, 10:00 AM, Winter Park Train Station.

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**  
**April 14, 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. Mayor Bradley announced the recent passing of Winter Park resident John Spang and offered condolences to the family. The invocation was provided by Reverend Steve May, First Baptist Church of Winter Park, followed by the Pledge of Allegiance.

Members present:

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

Also present:

City Manager Randy Knight  
City Attorney Bill Reischmann  
Deputy City Clerk Michelle Bernstein

Members not present:

Commissioner Carolyn Cooper

**Approval of the agenda**

City Manager Knight noted that item 4A has been rescheduled for April 28. **Motion made by Commissioner McMacken to approve the agenda; seconded by Commissioner Sprinkel and approved by acclamation with a 4-0 vote.**

**Mayor's Report**

- a. Briefing - Orange County Tax Collector Scott Randolph

This agenda item has been rescheduled for April 28, 2014.

- b. Presentation – Kathy Ramsberger - Dr. Phillips Center for the Performing Arts

Kathy Ramsberger, President of Dr. Phillips Center for the Performing Arts, provided a PowerPoint presentation to include their vision, mission, keys to success, Board of Directors, site & facility components, master site plan, stage 1 & 2 activity, project budget, accessibility, parking, programming and arts education. Their anticipated grand opening is scheduled for November 2014.

The Commission expressed their excitement that a regional Performing Arts Center is being constructed in the Orlando area and asked how the City can assist with the completion of this venue. Ms. Ramsberger explained that other municipalities are considering a monetary gift to be distributed over a 10 year period. City Manager Knight explained that they could discuss this during the budget session when considering the other requests for organizational support. He was directed to coordinate with Ms. Ramsberger and follow up at the time of budget discussions for consideration.

c. First Quarter 2014 Business Recognition Award

Dori Stone, Director of Planning & Community Development, presented Dominic Losacco, Marketing Vice President of Sonny's Barbeque Organization, with the 1st Quarter 2014 Business Recognition Award.

d. Recognition - Fire Chief's Civilian Award of Merit – Linda Youmans

Fire Chief Jim White presented Accounts Payable Specialist Linda Youmans with the "Fire Chief's Civilian Award of Merit" as a result of her heroic actions where she personally intervened to save individuals who needed emergency medical care. Ms. Youmans thanked Fire Captain & EMS Supervisor Tod Meadors and the City for providing CPR training to City employees.

e. Presentation - National Arbor Day Foundation of Tree City USA Award, Growth Award and Sterling Award

Ms. Dana Sussman, Florida Department of Urban Forestry, presented the City with the 34th Annual Tree City USA Award, the 22nd Annual Growth Award and a new Tree City USA flag. Urban Forestry Manager Dru Dennison was present to accept the award. Mayor Bradley proclaimed April 25, 2014 as Arbor Day in the City.

f. Proclamation - Sexual Assault Awareness Month

Mayor Bradley proclaimed April 2014 as Sexual Assault Awareness Month. Lui Damiani, Educational Director, Victim Service Center of Central Florida, accepted the proclamation, provided a brief overview of their services and distributed a teal-blue ribbon pin to each council member to help bring awareness to the community.

g. Proclamation – Water Conservation Month

Mayor Bradley proclaimed April 2014 as Water Conservation Month. He urged all residents and businesses to practice water saving measures.

**City Manager's Report**

City Manager Knight explained that due to several complaints this past week regarding a high pitch noise coming from the train station, staff coordinated with FDOT to rectify the issue. FDOT explained to us that a piece of equipment was malfunctioning and they have repaired it.

City Manager Knight advised that the "Trees for Peace" tree planting project is tentatively rescheduled for May 1.

#### Library Work Session

A work session is scheduled for June 9 at 2:00 p.m. prior to the regular Commission meeting. Library Director Shawn Shaffer acknowledged the request to provide backup information to the Commission prior to the meeting.

#### Library Board Ex-Officiate

Mayor Bradley appointed Commissioner Sprinkel to act as the ex-officiate to serve on the library board in his absence. Commissioner Sprinkel accepted.

#### Lee Road Extension Proposal Public Information Session

City Manager Knight advised that on April 29 from 5:00 p.m. to 7:30 p.m. the City will host a Public Information Session at the Rachel D. Murrah Civic Center regarding the proposed Lee Road extension. It will be structured as an open house forum where attendees will have the opportunity to speak with the development team, traffic consultants and City staff. There will be displays of the proposed project renderings, and development plans and images along the circumference of the room. The public will be given the opportunity to submit written comments and feedback which will be provided to staff and City Commission for review and consideration.

Following this information session, a majority agreed to host a City Commission work session on May 5 at 4:00 p.m. to discuss this proposal, review the feedback received and decide if we are in support of the extension. These comments will be shared with FDOT so they can gain a better understanding of the City's position.

Upon request, Dori Stone, Director of Planning & Community Development, answered questions relative to the timeline of these meetings.

#### Miscellaneous Items

Commissioner Sprinkel said she received numerous calls from residents concerning front yard chain link fence code requirements and asked for assistance. City Manager Knight acknowledged the request.

#### **City Attorney's Report** – No items.

#### **Non-Action Item:**

- a. Presentation of the Comprehensive Annual Financial Report (CAFR) for the year ended September 30, 2013

Finance Director Wes Hamil explained that City staff prepared the CAFR which was audited by Moore Stephens Lovelace, P.A. He introduced Daniel O'Keefe of Moore Stephens Lovelace who summarized the CAFR and answered questions.

Mayor Bradley suggested that we review these items during the budget season: 1) post-employment benefit liability and if there are ways to mitigate it with benefit

plan changes; and 2) to establish/review the financial goals for our water/sewer and electric utility franchises.

**Motion made by Mayor Bradley to accept the Comprehensive Annual Financial Report as presented; seconded by Commissioner Sprinkel and carried unanimously with a 4-0 vote.**

**Public Comments (5:00 p.m.)**

Bill Segal, 1820 Windsong Drive, applauded the Commission and staff for the outstanding efforts in making Winter Park a great place to live, work and play.

Pete Weldon, 700 Via Lombardy, encouraged the City to support the Dr. Phillips Performing Arts Center, to utilize our 20 year affordable housing experience when dealing with subsidized housing issues, and to consider setting aside a portion of the electric undergrounding investment savings to finance our long term street tree program.

**Consent Agenda**

- a. Approve the minutes of March 24, 2014.
- b. Approve the following contracts:
  - 1. Piggybacking State of Florida Contract 863-000-10-1 Amendment 7 with Goodyear Tire and Rubber Company for tires; and authorize Purchasing to use the contract.
  - 2. Piggybacking Orange County Contract Y13-196 with Harcros Chemical, Inc. for hydrofluosillic acid; and authorize the Mayor to execute Amendment 1.
  - 3. Piggybacking State of Florida Contract 420-420-10-1 Amendment 1 with various contractors for furniture for educational/institutional; and authorize Purchasing to use the contract.
  - 4. Renewal with Brick America for IFB-15-2011 for purchase of clay brick pavers; and authorize the Mayor to execute Amendment 3.
  - 5. Renewal and subsequent purchase order to Brown & Brown of Florida, Inc./Columbia Casualty Company for property insurance only; \$369,371

**Motion made by Commissioner McMacken to approve the Consent Agenda; seconded by Commissioner Sprinkel. No public comments were made. The motion carried unanimously with a 4-0 vote.**

A recess was taken from 5:04 p.m. to 5:21 p.m.



### **Action Items Requiring Discussion**

a. Appointment of Vice-Mayor

**Motion made by Mayor Bradley to appoint Commissioner Leary as Vice-Mayor; seconded by Commissioner Sprinkel and carried with a 3-1 vote. Commissioner McMacken voted no.**

b. Relocation of Concours d' Elegance to golf course

Parks and Recreation Director John Holland explained the request to move the Concours d' Elegance event from Central Park to the Winter Park Golf Course; the closing of the golf course for five days; and the temporary event fencing that will need to be installed around holes 1, 2, 8 and 9. Mr. Holland advised that the Parks and Recreation Board voted 6-0 for approval.

Tim Webber, Winter Park Concours d'Elegance, provided a PowerPoint presentation and answered questions.

**Motion made by Commissioner Sprinkel to approve the request; seconded by Commissioner Leary.** No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel and McMacken voted yes. The motion carried unanimously with a 4-0 vote.**

### **PUBLIC HEARINGS:**

a. Lakeside project off-site parking lot plan and development agreement amendment

Dori Stone, Director of Planning & Community Development, explained that this is a follow up to the March 24 Commission meeting whereby a request was made to have offsite parking for the Blue Cross/Blue Shield medical building at the Lakeside (Trader Joe's) project. The applicant submitted a parking lot concept plan with 21 parking spaces. The access is provided only from Fairview Avenue, per the condition of approval. A screen wall is proposed along the Orlando Avenue frontage in addition to landscaping to screen the parking lot and present an attractive appearance along the street frontage. An amendment has been made to the development agreement to incorporate these particular requirements. Staff recommended approval.

**Motion made by Commissioner McMacken to approve the request, seconded by Commissioner Sprinkel.**

Applicant Chuck Woodall, UniCorp Development, answered questions relative to the height of the screen wall and the proposed landscaping.

No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel and McMacken voted yes. The motion carried unanimously with a 4-0 vote.**

- b. RESOLUTION NO. 2139-14: A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA SUPPORTING HOME RULE FOR PENSION PLAN REFORMS

Attorney Reischmann read the resolution by title. **Motion made by Mayor Bradley to adopt the resolution; seconded by Commissioner Sprinkel.**

City Manager Knight explained that upon execution a copy of the resolution will be sent to Governor Rick Scott, the Florida Legislature, and the Florida League of Cities, Inc. to use in their lobbying efforts.

No public comments were made. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel and McMacken voted yes. The motion carried unanimously with a 4-0 vote.**

**City Commission Reports:**

- a. Commissioner Leary – No items.
- b. Commissioner Sprinkel

Commissioner Sprinkel expressed her enthusiasm with attending these events: Hispanic Expo ribbon cutting, Dr. Ruth Hill at the Douglas Grande ribbon cutting, Dinner on the Avenue, 1849 Azalea Lane Open House, Senior Housing Open House and Dr. Phillips Center for the Performing Arts tour.

Commissioner Sprinkel said she has received several telephone calls from residents in the Brookshire and Mead neighborhoods requesting to install some sort of traffic calming devices.

- c. Commissioner Cooper - absent
- d. Commissioner McMacken

City Manager Knight acknowledged Commissioner McMacken's request to post a copy of the weekly information summaries into the City's drop box folder.

Commissioner McMacken commended our Police Department for increasing their presence and for enforcing the speed limits and seatbelts within the City limits.

Commissioner McMacken said he had a fabulous time at the Dinner on the Avenue event.

e. Mayor Bradley

Mayor Bradley echoed that the Dinner on the Avenue event was wonderful and thanked City staff for their outstanding efforts.

The meeting adjourned at 5:48 p.m.

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Mayor Kenneth W. Bradley

ATTEST:

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City Clerk Cynthia S. Bonham, MMC



# city commission agenda item

item type	Consent Agenda	meeting date	April 28, 2014
prepared by department division	James White Fire-Rescue	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:**

Fire Rescue is offering two new agreements confirming their relationship with Valencia College and Orange County Public Schools for the participation in the Central Florida Fire Institute and the Central Florida Fire Consortium.

## **Motion | Recommendation:**

Staff recommends approval of the two agreements establishing a new relationship with Valencia College and Orange County Public Schools.

## **Background:**

For more than three decades Winter Park has participated as a member of the Central Florida Fire Academy. The fire academy was a consortium of political entities from Orange and Osceola counties and Orange County Public Schools (OCPS). As part of the academy's evolution a new relationship was established in 2013 with Valencia College for the future educational needs of area fire professionals.

This new relationship requires two new interlocal agreements between the local governments of the fire academy, Valencia College, and OCPS. These two agreements, the Sub-License Agreement and the Operations and Maintenance Agreement, maintains Winter Park's ability to use the current physical plant (training grounds) located at the OCPS Mid-Florida Technical Institute location for firefighter training. Simply put, the previous relationship to operate the academy facility was between the former Central Florida Fire Academy and OCPS; the new arrangement puts Valencia College holding this relationship with OCPS and the local fire departments as sub-licensees.

## **Alternatives | Other Considerations:**

This relationship is encouraged to maintain our capability to train our firefighters with the critical infrastructure needed. While other alternatives are available, such as establishing our own infrastructure, it remains cost prohibitive. Membership in this consortium has served the agency well over more than three decades.

**Fiscal Impact:**

These new agreements have no more of a fiscal impact than the previous Interlocal agreement for participation in the Central Florida Fire Academy. The department spends approximately \$8,500 annually for full membership.



## **FACILITY SUBLICENSE AGREEMENT**

This **FACILITY SUBLICENSE AGREEMENT** ("**Agreement**"), is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as "**Agency**", and **THE DISTRICT BOARD OF TRUSTEES OF VALENCIA COLLEGE, FLORIDA**, a political subdivision of the State of Florida, whose address is 190 South Orange Avenue, Orlando, Florida 32801, ("**Valencia**").

### **WITNESSETH**

**WHEREAS**, Valencia has entered into a license agreement (the "**License Agreement**"), attached to and incorporated herein as **Exhibit "A,"** with the School Board of Orange County, Florida, to use a portion of the facilities at Mid-Florida Technical School, located at 2900 W. Oak Ridge Road, Orlando, Florida 32809, more particularly described in **Exhibit "B,"** attached to and incorporated herein (the "**Facility**") to operate or cause the operation of the Central Florida Fire Institute at Valencia, such Facility formerly used and operated solely by the Central Florida Fire Academy in accordance with a prior interlocal agreement; and

**WHEREAS**, Agency participates in the Central Florida Fire Consortium (the "**Consortium**"), which supports the operation of, and maintenance of the Facility used by, the Central Florida Fire Institute at Valencia (the "**Institute**") in accordance with an interlocal agreement (the "**Interlocal Agreement**"), using a portion of Mid-Florida Tech's campus to operate a fire training facility, such portion more particularly described in Exhibit "B" attached; and

**WHEREAS**, Valencia wishes to grant a nonexclusive sublicense to Agency and give permission to Agency to enter onto the Facility and use the Facility for fire training purposes subject to and in accordance with this Agreement, the License, and the Interlocal Agreement, all as amended from time to time.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Agency and Valencia hereby agree as follows:

**1.     Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.

**2.     Grant of Sublicense.**

(a) Subject to the terms and conditions of this Agreement, the License, and the Interlocal Agreement, all as amended from time to time, Valencia grants to Agency and its employees a temporary, nonexclusive and revocable sublicense to use the Facility, and parking spaces located on the Mid Florida Tech property outside of the Facility in numbers

and locations as determined by the Consortium, solely to use the Facility for fire training purposes on days and at times scheduled by the Consortium throughout the Term. This Agreement creates a permissive use only and shall not operate to create or vest any real property rights in Agency.

(b) Agency may not grant sublicenses to third parties to use the Facility for any purpose.

(c) Agency's use of the Facility shall not unreasonably interfere with the School Board of Orange County's operation of Mid-Florida Tech.

**3. Term.** Unless terminated earlier as provided by this Agreement or otherwise as agreed to in writing by the parties hereto, the term of this Agreement shall be for ten (10) years after the Effective Date (the "Term").

**4. Dues, Fees and In-Kind Contributions.** During the Term of this Agreement, Agency shall pay the fees, dues, and/or provide the in-kind contributions to the Consortium in accordance with the Interlocal Agreement.

**5. Maintenance Responsibilities.**

(a) Except for parking spaces provided for Agency's use as part of the sublicense granted pursuant to the License Agreement between Valencia and the School Board, Agency shall, as a member of the Consortium and at no cost to Valencia, support the obligations of the Consortium pursuant to the Interlocal Agreement to maintain, or cause to be maintained the Facility as the Consortium deems appropriate during the Term of this Agreement, including performance of operations, maintenance and repairs to the Facility necessary to eliminate disruption to the School Board of Orange County's operation of Mid-Florida Tech, except that Agency shall remediate a hazardous substance spill, release, or discharge on, in, under or from the Facility attributable solely to Agency's use of the Facility ("Hazardous Material Remediation") in a manner reasonably acceptable to Valencia.

(b) If Agency fails after twenty (20) business days' written notice to proceed with due diligence to perform, or cause to be performed, maintenance or to make repairs required for the specific purposes of Hazardous Material Remediation the same may be made by the Consortium at the expense of Agency and the reasonable expenses thereof incurred by the Consortium shall be paid to the Consortium as additional fees within thirty (30) days after rendition of a bill or statement therefor. Agency hereby grants to the Consortium and/or Valencia the right to enter the Facility at reasonable times to perform such repairs upon not less than two (2) business days (except in cases of emergency) advance notice to Agency. Except in cases of emergency, the Consortium and/or Valencia agree to make reasonable efforts to minimize any interference with Agency's operations caused by such entry and to coordinate such entry in advance with Agency's academic and training schedule.

(c) Agency is authorized to inspect the Facility prior to its use pursuant to this Agreement. Agency is aware, understands and agrees that the Facilities are sublicensed by Valencia to Agency in an "AS IS" condition without warranty or representation, express or implied, and the Agency hereby agreeing, acknowledging and affirming to Valencia that the

Agency has had full opportunity to inspect, and accepts the Facilities in an "AS IS" condition. Agency understands and acknowledges that Valencia hereby expressly disclaims any and all warranties, whether express or implied, with respect to the Facilities, including without limitation, any warranty of habitability, warranty of merchantability, or warranty of fitness for a particular use. It is the Agency's intention to give up, waive, and relinquish all rights to assert any claim, demand, or lawsuit of any kind with respect to the condition of the Facilities, including without limitation the improvements, the real property, or the personal property sublicensed or otherwise provided for Agency's use hereunder. Valencia will not be required to make any repairs or pay any expenses concerning the operation and maintenance of the Facilities.

(d) Should there arise during the term of this Agreement the need for other than ordinary usual repairs, which would result in costs in excess of the Consortium's budgeted expenses, and the Consortium is unable or unwilling to provide for such repairs to restore the Facilities to a safe and usable condition, then either party may cancel this Agreement without further obligation to make such repairs or otherwise reconstruct the Facility. In the event this Agreement is cancelled pursuant to this subsection, neither party shall be required to be responsible for payment of the expenses.

**6. Utilities.** Agency's use of water and sewer, electricity, gas and all other applicable utilities shall be metered and billed by the utilities directly to the Consortium. In the event any of these utility charges, as directly attributable to Agency's use of the Facility, are billed to Valencia, Agency shall be obligated to reimburse the Valencia for these charges as billed to the Valencia. All such reimbursement payments shall be paid no later than thirty (30) days after the Valencia provides Agency written notice of all amounts due and copies of supporting invoices from the utility provider.

**7. Indemnification and Insurance.** The Parties hereby acknowledge that Agency is a governmental entity in the State of Florida. Without waiving its sovereign immunity, and if and to the extent permitted by law, Agency shall be liable for all bodily injury and property damage attributable solely to its negligent acts or omissions, or those of its employees acting within the scope of their employment. Under no circumstances shall Agency be liable to or for the negligent acts of Valencia or any person employed by Valencia or under the direction of Valencia. Neither party shall have tort liability for any amounts in excess of those limits per claim and per occurrence set for tort liability in Section 768.29 of the Florida Statutes. The foregoing shall not constitute an agreement by the Agency to assume any liability for the acts, omissions and/or negligence of any third party. Valencia shall be named as additional insured or a loss payee on all policies of insurance that the Agency carries or is self-insured for with regard to worker's compensation, general liability, errors and omissions, administrative defense and automobiles. Upon request, Agency shall provide either a Certificate of Insurance evidencing such insurance or a Certificate of Self-insurance. Nothing contained in this Agreement shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of a Party to be sued; or (iii) a waiver of sovereign immunity of a Party beyond the waiver provided in law.

**8. Compliance with Laws, Regulations, and Policies.** Valencia and Agency shall, to the extent applicable to each party's respective obligations hereunder, throughout the Term, promptly comply, or cause compliance, with all laws and ordinances and the orders, rules,

regulations and requirements (individually and collectively, the "Legal Requirements") of all federal, state, county and municipal governments and appropriate departments, commissions, boards subdivisions, and officers thereof (individually and collectively, the "Governmental Authorities"), and with requirements of the State Fire Marshal which may be applicable to the Facility, or the use or manner of use thereof.

**9. Hazardous Materials.**

(a) Agency agrees to refrain, and to prevent its employees and contractors from bringing any Hazardous Materials onto the Facility in violation of any Legal Requirement. Agency hereby covenants and agrees, subject to the provisions of Florida Statutes §768.28 and without waiving any sovereign immunity, to indemnify, defend and hold Valencia harmless, if and only to the extent permitted by law, from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, costs, expenses, losses and liabilities of any kind or nature that arise (indirectly or directly) from or in connection with the presence, release, spill or discharge of any Hazardous Materials in, on or about the Facility at any time resulting from the acts or omissions of Agency, its employees, agents or contractors. Without limiting the generality of the foregoing, the indemnity set forth above, if and only to the extent permitted by law, shall specifically cover any investigation, monitoring and remediation costs. The provisions of this paragraph shall survive the termination or expiration of the Agreement.

(b) In the event, during the term of this Agreement, there is a spill, release, or other discharge of any hazardous substance on, in, under, or from the Facility, then, in addition to the provisions of any of the Legal Requirements requiring notice of such spill, release or other discharge, Agency shall immediately notify the Consortium and Valencia of such spill, release, or other discharge. Such notification shall be made by telephone and in writing, and, as soon as possible after such spill, release, or other discharge, Agency shall also provide a written follow-up notice providing Valencia and the Consortium with complete information concerning such spill, release or other discharge.

(c) For the purposes of this License, "hazardous substances or materials" shall mean (i) hazardous substances, as that term is defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et. seq.*; (ii) hazardous waste, as that term is defined by the Resource Conservation Recovery Act, 42 U.S.C. Section 6901, *et. seq.*; (iii) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any Environmental Law, (iv) petroleum or petroleum substances; (v) asbestos in any form or condition; (vi) polychlorinated biphenyl (PCBs) or substances or compounds containing PCBs; and (vii) hazardous substances as that term may be defined by the Florida Statutes, the rules of the Florida Department of Environmental Protection, the rules of the United States Environmental Protection Agency and the rules of the St. Johns River Water Management District.

(d) Agency will immediately notify Valencia, and provide copies upon Agency's receipt, of all written complaints, claims, citations, demands, inquiries, reports, or notices alleging a spill, release, or discharge of any hazardous substance on, in, under, or from the Facility by Agency, employee, or independent contractor of the Agency during the term of this Agreement, or any extension thereof. To the extent specifically required by any of the other

provisions of this Agreement, Agency shall promptly resolve any of those actions and proceedings to the satisfaction of Valencia

**10. Notices.** All notices required under this Agreement shall be in writing and shall be given by hand delivery, acknowledged electronic transmission or United States mail, first class postage prepaid, addressed as follows (or to any such other address or office as either party may designate in writing).

Agency:

Copy to:

Valencia: Valencia College  
190 South Orange Avenue  
Orlando, Florida 32801  
Attention: Dr. Sanford C. "Sandy" Shugart, President  
Telephone: (407) 582-3400

Copy to: Valencia College  
190 South Orange Avenue  
Orlando, Florida 32801  
Attention: William J. MULLOWNEY, Esq., Vice President of Policy  
and General Counsel  
Telephone: (407) 582-3411

**11. Default/Termination.** This Agreement may be terminated by either party and be of no further force and effect, immediately upon the occurrence of any of the following events:

- (a). Failure of Agency to provide to the Consortium in a timely manner dues, fees, or required in-kind contributions as provided in the Interlocal Agreement, or
- (b). Upon no less than one hundred eighty (180) days written notice stating the party's intent not to participate in or otherwise to terminate the Agreement for any reason whatsoever, or
- (c). Immediately upon written notice of termination for the reasons provided in Section 5. (d) relating to other than ordinary and usual repairs for which the Consortium is unable or unwilling to provide, or
- (c). Failure of any party to observe, perform or comply with any of the material terms, covenants or conditions of this Agreement, or
- (d). Failure of the State of Florida to appropriate the funds necessary to operate the Facility or Institute, or
- (e). The Interlocal Agreement is terminated, Agency ceases to participate in the Interlocal Agreement, the Facility is rendered substantially inoperable by any



cause or for any reason, or Valencia's License Agreement with the School Board of Orange County is terminated.

To the extent permitted by Federal and State Law, neither party shall be liable, whether contractually or in tort, for any consequential, special or indirect damages arising out of or in connection with this Agreement.

**12. Miscellaneous Provisions.**

(a) No Other Parties. This Agreement is solely for the benefit of the parties executing this Agreement and no rights are intended, nor shall any rights accrue, to any third party. Valencia shall not have the right to assign this Agreement, but may grant written, nonexclusive sublicenses to third parties to use the Facility as described herein, but only upon written consent of the Consortium.

(b) Assignments and Sublicenses. Valencia will issue nonexclusive sublicenses to all agency members of the Consortium, containing the same substantive terms and conditions as set forth herein. Valencia will not further assign the License or grant any other sublicenses or right to use the Facility by any third party, unless consented to in writing by the Consortium. Each member of the Consortium may use the Facility at such times and in the manner directed by the Consortium.

(c) Binding on Successors. This Agreement shall run with the land and be binding on the parties, their successors and assigns and upon all entities operating for or on behalf of the parties to this Agreement.

(d) Governing Law. This Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida, with venue in Orange County, Florida.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all previous discussions, understandings and agreements with respect to those matters.

(f) Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be considered an independent provision and the finding shall have no effect on the validity of the balance of this Agreement.

(g) Time of the Essence. Time is of the essence of this Agreement and of each and every provision hereof.

(h) Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and, when taken together, shall constitute one and the same agreement.

(i) Enforcement and Attorney's Fees. Any litigation arising out of this Agreement shall take place in the Circuit Court for Orange County, Florida and the prevailing party will be

entitled to recover its reasonable attorney's fees and costs at trial and any and all appeals from the non-prevailing party.

(j) Captions. The captions of this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURES TO FOLLOW]**

IN WITNESS WHEREOF, Agency and Valencia have caused this Agreement to be executed on the respective dates set forth below.

**“Agency”**

\_\_\_\_\_,  
a body corporate existing under the  
Constitution and laws of the State of Florida.

**ATTEST:**

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

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

Approved as form and legality by the Office  
of the General Counsel for the exclusive use  
of Agency this \_\_\_\_ day of \_\_\_\_\_, 2013.

Reviewed and Approved by Agency, Title  
this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

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

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2013 before me, personally  
appeared Name, Title, and Name, Title, of Agency, a public corporate body organized and  
existing under the laws of the State of Florida, to me known to be the individuals and officers  
described in and who executed the foregoing conveyance and severally acknowledged the  
execution thereof to be their free act and deed as such officers thereunto duly authorized, and  
that the official seal of said body corporate is duly affixed thereto, and the said conveyance is the  
act and deed of said body corporate.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2013.

(Notary Seal)

\_\_\_\_\_  
Notary Signature  
Print: \_\_\_\_\_

**“VALENCIA”**

**THE DISTRICT BOARD OF TRUSTEES  
OF VALENCIA COLLEGE, FLORIDA**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF: ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as \_\_\_\_\_ of Valencia Community College, who produced \_\_\_\_\_ as identification or is personally known to me and who acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**MID-FLORIDA TECHNICAL SCHOOL FACILITIES**

Mid-Florida Tech and Eric Olson Bus Compound

Lots 36 and 45 and the West 2/3 of Lots 35 and 46, The McKoy Land Company Subdivision of Section 21, Township 23 South, Range 29 East, according to the plat thereof as recorded in Plat Book F, Page 48, Public Records of Orange County, Florida;

AND

The Northwest ¼ of the Southwest ¼ of the Southeast ¼ of Section 21, Township 23 South, Range 29 East, Orange County, Florida;

AND

The West 2/3 of the Northeast ¼ of the Southwest ¼ of the Southeast ¼ of Section 21, Township 23 South, Range 29 East, Orange County, Florida;

AND

Block .A. Orlando Central Park Number Fifty-Seven, according to the plat thereof as recorded in Plat Book 16, Pages 64, Public Records of Orange County, Florida as vacated by Resolution recorded in Book 3810, Page 3501;

AND

Block .B. Orlando Central Park Number Fifty-Seven, according to the plat thereof as recorded in Plat Book 16, Pages 64, Public Records of Orange County, Florida.

Together With vacated road vacated by Certificate recorded September 19, 1958 in Book 428, Page 30, if any, lying within the Southwest ¼ of Section 21, Township, 23 South, Range 29 East, Orange County, Florida and east of John Young Parkway right-of-way;

And Together With vacated road vacated by Certificate recorded April 19, 1963 in Book 1189, Page 492 as is contained within the above-described property;

And Together With vacated road vacated by Certificate recorded July 7, 1967 in Book 1647, Page 571 and corrective Certificate recorded August 8, 1967 in Book 1655, Page 1002, if any, lying east of John Young Parkway right-of-way and west of the above-described property.

Less and Except rights-of-way on north and west in Deed Book 554, Page 410, Book 234, Page 448, Book 1256, Page 26, and Book 4262, Page 1155

All lying west of the right-of-way of Chancellor Drive as established in Right-of-Way Deed recorded in Book 2639, Page 495.



## **EXHIBIT “B”**

### **PORTION OF MID-FLORIDA TECH FACILITIES OCCUPIED BY CENTRAL FLORIDA FIRE CONSORTIUM TO OPERATE A FIRE CONSORTIUM TRAINING FACILITY**

The area identified as being located within the fenced in area at the property known as Mid-Florida Tech which area shall include the following facilities and their approximate square footage:

- TOWER – 3,295 SQUARE FEET
- APPARATUS BAY - 4,500 SQUARE FEET
- BURN BUILDING – 3,186 SQUARE FEET
- FOUR (4) PORTABLES (2 CLASSROOM AND 2 EQUIPMENT) – 5,280 SQUARE FEET

In addition, there shall be sufficient sections of parking identified by mutual agreement of the parties to provide parking for the benefit and use of Valencia and the Consortium which shall not impact the School Board's use and operations of Mid-Florida Tech. To the extent feasible, sufficient signage shall be provided to identify the areas of parking designated for Valencia's/Consortium's use.

**CENTRAL FLORIDA FIRE INSTITUTE AT VALENCIA  
FIRE TRAINING FACILITY  
OPERATIONS AND MANAGEMENT AGREEMENT**

This FACILITY OPERATION AND MANAGEMENT AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_ by and between the District Board of Trustees of Valencia College, Florida, a political subdivision of the State of Florida ("Valencia College" or "Valencia"), and the Central Florida Fire Consortium ("Consortium") (collectively, the "Parties")

**RECITALS**

**WHEREAS**, Valencia College has established the Central Florida Fire Institute at Valencia (the "Institute") to operate state certified education and training programs in fire and emergency services in its college service district of Orange and Osceola Counties, Florida; and

**WHEREAS**, Valencia has entered into that certain License Agreement, dated \_\_\_\_\_, (the "License"), attached to and incorporated herein as Exhibit "A," with the School Board of Orange County, Florida, to use a portion of the facilities at Mid-Florida Technical School, located at 2900 W. Oak Ridge Road, Orlando, Florida 32809, more particularly described in Exhibit "A" to the License Agreement, attached to and incorporated herein (the "Facility") to operate a fire academy training Facility for the Institute; and

**WHEREAS**, the Consortium was created by that certain Interlocal Agreement Central Florida Fire Consortium, dated \_\_\_\_\_, 2014, entered into pursuant to §163.01, Florida Statutes (the "Interlocal Agreement"), attached to and incorporated herein as Exhibit "B," by

and among certain political subdivisions and municipalities of the State of Florida, as listed therein (collectively, the "Member Entities") to provide for the continuing operation and management of the Facility in support of the Institute and training needs of Member Entities and other selected agencies; and

**WHEREAS**, Valencia intends to enter into Sublicense Agreements with Member Entities of the Consortium for the purpose of granting certain authority to use the Facility for fire and emergency services related training purposes (the "Sublicenses"), the form of which is attached to and incorporated herein as Exhibit "C,"; and

**WHEREAS**, Valencia desires to engage the Consortium to manage, operate and maintain the Facility in support of the Institute and training needs of Member Entities and other select agencies.

**NOW THEREFORE**, in consideration of the mutual covenants, undertakings and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE 1**

**Section 1.1 - Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.

**Section 1.2 - Term.** Unless terminated earlier as provided by this Agreement or otherwise as agreed to in writing by the Parties hereto as provided herein, the term of this Agreement shall be for ten (10) years from the Effective Date (the "Term"). The Effective Date shall be defined as the date the Interlocal Agreement is filed, pursuant to paragraph 23 thereof.

**Section 1.3 - Relationship of the Parties.** Consortium has been retained by Valencia as an independent contractor to operate, maintain and manage the Facilities on behalf of Valencia, subject to and in accordance with the Interlocal Agreement, the License, and the Sublicenses. Valencia has delegated to Consortium the responsibility for operating, maintaining and managing the Facility to ensure that the Facility is functional for fire and emergency services related training purposes and maintained in operational condition. Neither Consortium nor any of its employees or agents shall be deemed to have any other status, except that Consortium is the authorized agent of Valencia to the limited extent that this Agreement expressly grants Consortium the authority to reasonably act on behalf of Valencia in the operation, maintenance and management of the Facility.

**Section 1.4 - Representatives.** Valencia and Consortium shall each designate a representative ("Designated Representative") to act on its behalf in overseeing the performance of this Agreement. Valencia and Consortium may change their respective Designated Representatives upon written notice to the other Party as provided in this Agreement. Designated Representatives shall be the primary means for communication and all other interactions between Valencia and Consortium that are required or permitted under this Agreement.

## **ARTICLE 2 SERVICES**

**Section 2.1 - Scope of Services.** Consortium shall (i) operate, maintain and manage the Facility on behalf of Valencia, including without limitation, to provide a training Facility for Member Entities to perform in-service training to meet Member Entities' training requirements and to maintain or increase the respective ISO rating; (ii) provide a training facility for

Valencia's Advanced Specialized Training (AST) and Fire Fighter Minimum Standards classes; (iii) maintain all Consortium equipment, supplies, and vehicles; (iv) provide joint training opportunities for Member Entities through the Training Officer Group, a committee of training officers from all Member Entities; and (v) perform specific duties set forth in this Agreement if they are not otherwise required by the standards defined in Section 3.2 ("Services").

**Section 2.2 - Standards for Performance of the Services.** Consortium shall perform the Services required under this Agreement in a prudent, reasonable, and efficient manner and subject to and in accordance with (i) the Interlocal Agreement, the License, and the Sublicenses, (ii) all applicable laws and ordinances and the orders, rules, regulations and requirements (individually and collectively, the "Legal Requirements") of federal, state, county and municipal governments and appropriate departments, commissions, boards subdivisions, and officers thereof (individually and collectively, the "Governmental Authorities"); (iii) requirements of the State Fire Marshal which may be applicable to the Facility or the use or manner of use thereof; (iv) Consortium Bylaws; (v) other duly established requirements of the Consortium; and (vi) all insurance policies specified in Article 7 of this Agreement. Consortium shall use reasonable efforts to optimize the useful life of the Facility and minimize extraordinary costs and Facility unavailability. Consortium shall, at no cost to Valencia, maintain or cause to be maintained the Facility as the Consortium deems appropriate during the Term of this Agreement, including performance of operations, maintenance and repairs to the Facility necessary to eliminate disruption to the School Board of Orange County's operation of Mid-Florida Tech, except that Consortium shall ensure that Member Entities remediate a hazardous substance spill, release, or discharge on, in, under, or from the Facility attributable

solely to Member Entities' use of the Facility ("Hazardous Material Remediation") in a manner reasonably acceptable to Valencia.

**Section 2.3 - Consortium's Personnel Standards.** Consortium shall provide as reasonably necessary all labor and professional, supervisory and managerial personnel as are required to perform the Services. Such personnel shall be qualified to perform the duties to which they are assigned. All individuals employed by Consortium to perform the Services shall be employees of Consortium, and their working hours, rates of compensation and all other matters relating to their employment shall be determined solely by Consortium. With respect to labor matters, hiring personnel, and employment policies, Consortium shall comply with all applicable Legal Requirements. Consortium also shall act in a reasonable manner that is consistent with the intent and purpose of this Agreement and with Consortium's acknowledgment (hereby given) that Consortium has no authority to enter into any contracts with respect to labor matters that purport to bind or otherwise obligate Valencia.

**Section 2.4 - Filing.** Consortium shall file such reports, notices, and other communications as may be required by any Governmental Authority pursuant to Section 2.2 above regarding the Facility

**Section 2.5 - Public Records.** Each Party shall comply with the provisions of Chapter 119, Florida Statutes, as may be amended from time to time, in allowing public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 made or received by such Party in conjunction with this Agreement.

**Section 2.6 - No Liens or Encumbrances.** Consortium shall maintain the Facility free and clear of all liens and encumbrances resulting from any action of Consortium or work done at the request of Consortium.

**Section 2.7 - No Action.** Consortium shall not take any action that would cause a default under the Interlocal Agreement, the License, or the Sublicenses.

**Section 2.8 - Utilities.** The use of water and sewer, electricity, gas and all other applicable utilities used with respect to the Facility pursuant to this Agreement shall be metered and billed by the utilities directly to the Consortium. In the event any of these utility charges, are billed directly to Valencia, the Consortium shall reimburse Valencia.. All such reimbursement payments shall be paid no later than thirty (30) days after Valencia provides Consortium written notice of all amounts due and copies of supporting invoices from the utility provider.

**Section 2.9 - Emergency Action.** If an emergency endangering the safety or protection of persons, the Facility, or property located near enough to the Facility to be designated by the governmental agency in charge of managing the emergency occurrence as one within concern occurs, Consortium shall promptly notify Valencia and take all reasonably necessary action to attempt to prevent or mitigate any such threatened damage, injury or loss, limited to the extent provided in Section 2.11. Consortium shall make reasonable efforts to minimize any cost associated with remedial action in case of such an emergency.

**Section 2.10 - Condition of Facility.** Consortium is authorized to inspect the Facility prior to performing its obligations pursuant to this Agreement. Consortium is aware, understands and agrees that the Facility is made available by Valencia to Consortium in an "AS IS" condition

without warranty or representation of condition, express or implied, and the Consortium hereby agrees, acknowledges and affirms to Valencia that the Consortium has had opportunity to inspect, and accepts the Facility in an "AS IS" condition. Consortium understands and acknowledges that Valencia hereby expressly disclaims any and all warranties, whether express or implied, with respect to the Facilities, including without limitation, any warranty of habitability, warranty of merchantability, or warranty of fitness for a particular use. Consortium waives and relinquishes rights to assert any claim, demand, or lawsuit of any kind with respect to the condition of the Facility as delivered, including and without limitation the improvements, the real property, or the personal property sublicensed or otherwise provided for Consortium's operation or management hereunder. Valencia will not be required to make any repairs or pay any expenses concerning the operation and maintenance of the Facility.

**Section 2.11 - Action in Extraordinary Circumstances.** In the event that:

(A) The Facility or equipment required for training suffer an unforeseen casualty or failure that renders the Facility unusable for fire and emergency services training purposes (or Consortium reasonably believes that such an occurrence is imminent), and

(B) Consortium has made reasonable, but unsuccessful, efforts to notify and communicate with Member Entities and Valencia regarding such occurrence or imminent occurrence in accordance with the terms of this Agreement, then Consortium shall:

(i) Take all reasonably necessary action to prevent or mitigate such unforeseen casualty or failure;

(ii) Make reasonable efforts to minimize any cost associated with such remedial action;



(iii) Continue to attempt to notify and communicate with Member Entities and Valencia regarding the occurrence and the remedial action; and

(iv) Not be required to pay for the costs of such repairs or reconstruction.

### **ARTICLE 3 VALENCIA RESPONSIBILITIES**

**Section 3.1 – Educational Supplies.** Valencia shall reimburse Consortium for the cost of supplies consumed by Valencia in the course of its delivery of training in the Facility.

**Section 3.2 – Use of Facility.** Valencia shall not use the Facilities for any purpose other than as authorized herein, except upon the written consent of Consortium, which shall not be unreasonably withheld.

### **ARTICLE 4 COMPENSATION AND PAYMENT**

**Section 4.1** – In consideration of Valencia's waiver of fees to the Consortium's Member Entities for their respective uses of the Facility, the Consortium waives any fees to Valencia for the provision of Services pursuant to this Agreement, except that on a quarterly basis, Valencia will provide to the Consortium a report detailing all Advanced Specialized Training revenues received for courses delivered by Valencia at the Facility during the prior quarter, less all instructional, material and supplies costs, yielding Valencia's quarterly Net Revenues. The Consortium will be entitled to receive fifty percent (50%) of such Net Revenues in support of its obligations under this Agreement. Valencia shall remit these funds to the Consortium within forty five (45) days from the issuance of the quarterly revenue report.

**Section 4.2** – Valencia will provide to Member Entities a 20% reduction in Continuing Education student course fees for all Valencia Advanced Specialized Training courses. In addition, Member Entities will receive a 25% reduction in tuition and fees only for their employees enrolled in Valencia’s Firefighter Minimum Standards Career Certificate Program and Fire Apparatus and Operator Career Certificate Program. These reductions are not applicable to all other costs, including without limitation books, uniforms, materials, certification examinations, and equipment.

## **ARTICLE 5 LIMITATIONS ON AUTHORITY**

**Section 5.1 - General Limitations.** Unless previously approved by Valencia in writing notwithstanding any provision in this Agreement to the contrary, Consortium and any employee, representative, contractor or other agent of Consortium are prohibited from taking the specified actions with respect to the matters indicated below.

- a) **Disposition of Assets.** Sell, lease, pledge, mortgage, convey, or make any license, exchange or other transfer or disposition of any property or assets of Valencia or School Board of Orange County, Florida;
- b) **Contract.** Make, enter into, execute, amend, modify or supplement any contract or agreement (i) on behalf of, in the name of, or purporting to bind Valencia or (ii) that prohibits or otherwise restricts Consortium's right to assign such contract or agreement to Valencia at any time;
- c) **Liens.** Create, incur or assume any lien upon the Facilities;
- d) **Agreements.** Enter into any agreement to do any of the foregoing.

## **ARTICLE 6 TERMINATION**

**Section 6.1** - This Agreement may be terminated by either Party and be of no further force and effect, upon the occurrence of any of the following events:

- a) Upon thirty (30) days written notice, in the event of failure of Member Entities to provide to the Consortium in a timely manner dues, fees, or required in-kind contributions as provided in the Interlocal Agreement; or
- b) Upon no less than one hundred eighty (180) days written notice stating the Party's intent not to participate in or otherwise to terminate the Agreement for any reason whatsoever; or
- c) Upon written notice of termination for the reasons provided in Section 2.1 relating to other than ordinary and usual repairs for which the Consortium is unable or unwilling to provide; or
- d) Upon thirty (30) days written notice in the event of failure of any party to observe, perform or comply with any of the material terms, covenants or conditions of this Agreement; or
- e) Failure of the State of Florida to appropriate the funds necessary to operate the Facility or Institute; or
- f) Upon written notice of termination in the event the Interlocal Agreement is terminated;
- g) Upon written notice of termination in the event the Facility is rendered substantially inoperable by any cause or for any reason,

- h) Upon written notice of termination in the event Valencia's License Agreement with the School Board of Orange County is terminated.

## **ARTICLE 7 INDEMNIFICATION AND INSURANCE**

**Section 7.1** - The Parties hereby acknowledge that Consortium is a governmental entity in the State of Florida. Consortium shall not have tort liability for any amounts in excess of those limits per claim and per occurrence set for tort liability in Section 768.28 of the Florida Statutes. Without waiving its sovereign immunity, and to the extent permitted by law, Consortium shall be liable for all bodily injury and property damage attributable to its negligent acts or omissions, or those of its employees acting within the scope of their employment. Further, under no circumstances shall Consortium be liable for the negligent acts or omissions of Valencia (or any person employed by Valencia in their capacity as employee of Valencia). The foregoing shall not constitute an agreement by Consortium to assume any liability for the acts, omissions and/or negligence of any third party. Consortium shall procure insurance policies for worker's compensation, general liability, errors and omissions, administrative defense, and automobile, at least to the limits of sovereign immunity pursuant to Florida law. Valencia shall be named as additional insured or a loss payee on these policies, as applicable. Upon the written request of Valencia, Consortium shall provide a Certificate of Insurance evidencing such insurance. Nothing contained in this Agreement shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of a Party to be sued; or (iii) a waiver of sovereign immunity of a Party beyond the waiver provided in law.

**Section 7.2** - The Parties hereby acknowledge that Valencia is a governmental entity in the State of Florida. Without waiving its sovereign immunity, and to the extent permitted by law, at such times when Valencia is using the Facility, Valencia shall be liable for all bodily injury and property damage attributable to its negligent acts or omissions, or those of its employees acting within the scope of their employment. Further, under no circumstances shall Valencia be liable for the negligent acts or omissions of Consortium (or any person employed by Consortium acting in their capacity of employee of Consortium). Valencia shall not have tort liability for any amounts in excess of those limits per claim and per occurrence set for tort liability in Section 768.28 of the Florida Statutes. The foregoing shall not constitute an agreement by Valencia to assume any liability for the acts, omissions and/or negligence of any third party. Consortium shall be named as additional insured or a loss payee on all policies of insurance that Valencia carries or is self-insured for with regard to worker's compensation, general liability, errors and omissions, administrative defense and automobiles. Upon request, Valencia shall provide either a Certificate of Insurance evidencing such insurance or a Certificate of Self-insurance. Nothing contained in this Agreement shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of a Party to be sued; or (iii) a waiver of sovereign immunity of a Party beyond the waiver provided in law.

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

**Section 8.1 - Assignment.** Neither Valencia nor Consortium may assign its rights or obligations under this Agreement without the prior written consent of the other Party hereto.

**Section 8.2 - Consequential Damages.** Notwithstanding any provision in this Agreement to the contrary, Consortium and Valencia each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other Party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement.

**Section 8.3 - Amendments.** No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized representatives of both Parties.

**Section 8.4 - Survival.** Notwithstanding any provisions herein to the contrary, the obligations set forth in Sections 7.1, 7.2 and 8.2 shall survive in full force despite the expiration or termination of this Agreement. The requirements to name a Party as additional insured/Loss Payee expires four (4) years from the date of termination of this Agreement.

**Section 8.5 - No Waiver.** It is understood and agreed that any delay, waiver or omission by Valencia or Consortium with respect to enforcement of required performance by or under this Agreement shall not be construed to be a waiver by Valencia or Consortium of any subsequent breach or default of the same or other required performance on the part of Valencia or Consortium.

**Section 8.6 - Notices.** All notices required under this Agreement shall be in writing and shall be given by hand delivery, acknowledged electronic transmission, or United States mail, first class postage prepaid, addressed as follows (or to any such other address or office as either party may designate in writing).

Consortium: John Miller, Fire Chief  
Orlando Fire Department  
78 W. Central Blvd.  
Orlando, FL 32801  
Telephone: (407) 246-2390

Copy to: Jody Litchford, Deputy City Attorney  
City Attorney's Office  
Third Floor, City Hall  
400 S. Orange Avenue  
Orlando, FL 32801  
Telephone: (407) 246-2295

Valencia: Valencia College  
190 South Orange Avenue  
Orlando, Florida 32801  
Attention: Joseph Battista, Chief Operating Officer for  
Continuing Education, International Student Services,  
Public Safety  
Telephone: (407) 582-6622

Copy to: Valencia College  
190 South Orange Avenue  
Orlando, Florida 32801  
Attention: William J. Mullooney, Esq., Vice President of Policy  
and General Counsel  
Telephone: (407) 582-3411

**Section 8.7 - Fines and Penalties.** If during the term of this Agreement any governmental or regulatory authority or agency assesses any fines or penalties against Consortium or Valencia arising from Consortium's failure to operate, manage and maintain the Facilities in accordance with Section 2.2 above, such fines and penalties shall be the sole responsibility of Consortium.

**Section 8.8 - Representations and Warranties.** Each Party represents and warrants to the other Party that:

(a) such Party has the full power and authority to execute, deliver and perform this Agreement and to carry out the transactions contemplated hereby;

(b) to the best of such Party's knowledge, the execution, delivery and performance by such Party of this Agreement, does not and will not materially conflict with any legal, contractual, or organizational requirement of such Party; and

(c) there are no pending legal, administrative, or other proceedings that if adversely determined, could reasonably be expected to have a material adverse effect on such Party's ability to perform its obligations under this Agreement.

**Section 8.9 - Counterparts.** The Parties may execute this Agreement in counterparts, which shall, in the aggregate, when signed by both Parties constitute one instrument. Thereafter, each counterpart shall be deemed an original instrument as against any Party who has signed it.

**Section 8.10 - Governing Law.** This Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida, as venued in Orange County, Florida.

**Section 8.11 - Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and in no way be affected, impaired or invalidated.

**Section 8.12 - Captions.** Titles or captions of Sections contained in this Agreement are inserted as a matter of convenience and for reference, and do not affect the scope or meaning of this Agreement or the intent of any provision hereof.

**Section 8.13 - Time of the Essence.** Time is of the essence of this Agreement and of each and every provision hereof.



**Section 8.14 - Enforcement and Attorney's Fees.** Any litigation arising out of this Agreement shall take place in the Circuit Court for Orange County, Florida and the prevailing party will be entitled to recover its reasonable attorney's fees and costs at trial and any and all appeals from the non-prevailing party.

**IN WITNESS WHEREOF,** the parties have executed this Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.



# city commission public hearing

item type	Public Hearing	meeting date	April 28, 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	7-0 final vote

**Subject: Ordinances to Expand the Ravaudage PD by adding six additional properties.**

Benjamin Partners Ltd./Sydgan Corp. is the owner or has the authorization to apply for rezoning on the properties at 970/1000/1008 and 1306 Loren Avenue; 1141 Benjamin Avenue and 1313 Lewis Drive. They desire to add these properties into the Ravaudage Planned Development (PD) and have applied for Planned Development FLU and PD-2 Zoning.

**Planning and Zoning Board Recommendation:**

**Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the comprehensive plan future land use map amendment for properties located at 970/1000/1008 and 1306 Loren Avenue, 1141 Benjamin Avenue and 1313 Lewis Drive in conjunction within the Ravaudage PD. Motion carried unanimously with a 7-0 vote.**

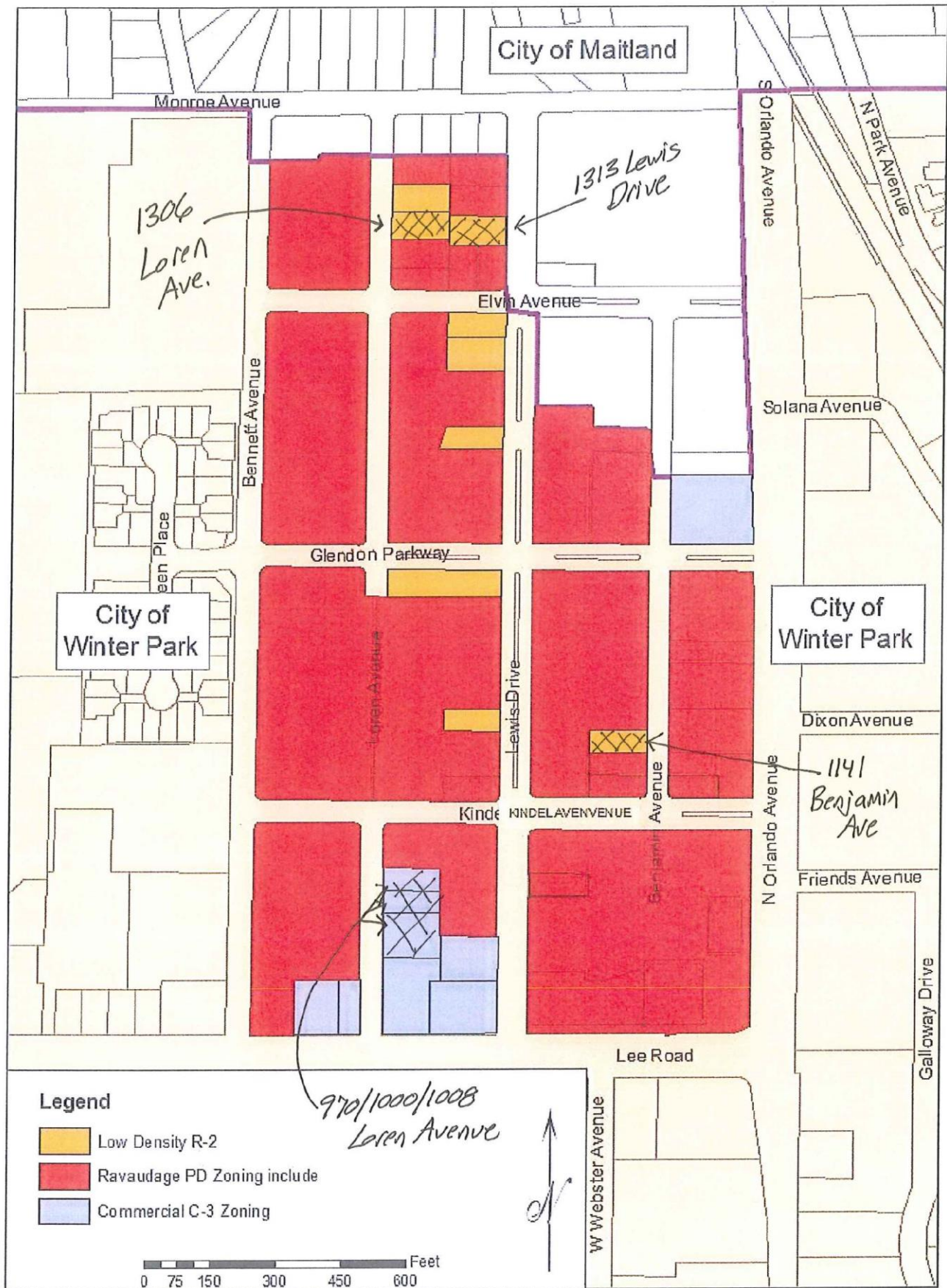
**Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the official zoning map to establish PD-2 zoning on properties located at 970/1000/1008 and 1306 Loren Avenue, 1141 Benjamin Avenue and 1313 Lewis Drive in conjunction within the Ravaudage PD. Motion carried unanimously with a 7-0 vote.**

**Summary:**

The attached map shows the six properties to be added into the Ravaudage PD.

All the surrounding properties owned by Benjamin Partners have Planned Development FLU designations and Planned Development (PD) zoning based on the Orange County BCC approvals of May 24, 2011. The annexation agreement with Ravaudage commits the City to honor and abide by those Orange County FLU and Zoning regulations. These Ordinances would do the same. This Ordinance also commits the City to follow the same Orange County rules for these added properties.

This action does not increase the entitlements for the Ravaudage PD but does allow more opportunity to fulfill those entitlements by adding more land and filling in the out-parcels.



**REQUEST OF BENJAMIN PARTNERS, LTD TO:** AMEND THE "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO ESTABLISH A PLANNED DEVELOPMENT FUTURE LAND USE DESIGNATION TO THE PROPERTIES AT 970/1000/1008 LOREN AVENUE; 1141 BENJAMIN AVENUE AND 1313 LEWIS DRIVE.  
**REQUEST OF BENJAMIN PARTNERS, LTD TO:** TO AMEND THE OFFICIAL ZONING MAP SO AS TO ESTABLISH PLANNED DEVELOPMENT (PD-2) DISTRICT ZONING ON THE PROPERTIES AT 970/1000/1008 LOREN AVENUE; 1141 BENJAMIN AVENUE AND 1313 LEWIS DRIVE.

Planning and Community Development Director Dori Stone and City Attorney Katie Reischmann explained that at the time of application the four properties on Loren were owned by Bubbalous, Inc. and Sydgan was given authorization to represent them in this process. Mrs. Stone explained that since the initial application was filed, the applicant has acquired a majority interest in Bubbalous, Inc., and has revised the application noting this change as well as provided the necessary supporting documentation showing the change.

Mrs. Stone presented the staff report. She explained that Benjamin Partners Ltd. is the owner or has the authorization to apply for rezoning on the properties at 970/1000/1008 and 1306 Loren Avenue; 1141 Benjamin Avenue and 1313 Lewis Drive. She stated that the applicant desires to add these properties into the Ravaudage Planned Development (PD) and have applied for similar Planned Development FLU and PD-2 Zoning. All the surrounding properties owned by Benjamin Partners have Planned Development FLU designations and Planned Development (PD) zoning based on the Orange County BCC approvals of May 24, 2011. The annexation agreement with Ravaudage commits the City to honor and abide by those Orange County FLU and Zoning regulations. These Ordinances would do the same. This action does not increase the entitlements for the Ravaudage PD, but does allow more opportunity to fulfill those by adding more land and filling in out-parcels. Staff recommendation is for approval. Mrs. Stone responded to Board member questions and concerns.

Dan Bellows, 411 West New England Avenue, represented Benjamin Partners, Ltd. He explained Benjamin Partners is representing 1306 Loren Avenue, 1313 Lewis Drive and 1141 Benjamin Avenue to come into the PD. The Sydgan Corp. as an agent to Bubbalou's Inc. is requesting 970, 1000, and 1008 Loren Avenue to come into the PD. He noted that the appropriate authorization forms and other materials have been submitted to city staff. He provided clarity on concerns relating to the terms of the pre-annexation agreement. City Attorney Katie Reischmann responded that the City has statutory distinction. The applicant indicated is agreement with her comments. He responded to Board member questions and concerns.

Sam Meiner, 6319 Gibson Drive, Orlando, addressed the Board. He said that he and his wife are 22 ½ % owners of Bubbalou's Inc., (1302 Orange Avenue and also 1471 Lee Road). He stated that there are three properties where the ownership is in question. He provided the Board members further insight of his position on the ownership issue, and requested that the Board table the items and take no action until that is resolved. Chairman Johnston stated that this issue is a separate private matter and does not come under the jurisdiction of this Board. City Attorney Katie explained that the application complies with city code.

**Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the comprehensive plan future land use map amendment. Motion carried unanimously with a 7-0 vote.**

**Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the official zoning map to establish PD-2 zoning. Motion carried unanimously with a 7-0 vote.**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA  
AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE",  
ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE  
MAP SO AS TO CHANGE THE FUTURE LAND USE  
DESIGNATIONS OF COMMERCIAL AND LOW DENSITY  
RESIDENTIAL TO PLANNED DEVELOPMENT FUTURE LAND  
USE ON THE PROPERTIES AT 970/100/1008 AND 1306 LOREN  
AVENUE; 1141 BENJAMIN AVENUE AND 1313 LEWIS DRIVE,  
MORE PARTICULARLY DESCRIBED HEREIN.**

**WHEREAS**, the owner of the property more particularly described herein has requested changes in the future land use designations of certain parcels in order to add them into the Ravaudage PD in compliance with City Code and Florida Statutes, and

**WHEREAS**, the City Commission intends to amend its Comprehensive Plan future land use map to provide such Planned Development future land use designations as a small scale amendment to the Comprehensive Plan, and

**WHEREAS**, the amendment of the Comprehensive Plan maps and the establishment of a future land use designation meets the criteria established by Chapter 163, Florida Statutes and Rule 9J-5, Florida Administrative Code and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

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

**SECTION 1.** That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to change the existing future land use designations of Commercial and Low Density Residential to a Planned Development future land use designation on the properties more particularly described as follows:

970 Loren Avenue:	Property Tax ID# 01-22-29-3712-03-170
1000 Loren Avenue:	Property Tax ID# 01-22-29-3712-03-160
1008 Loren Avenue:	Property Tax ID# 01-22-29-3712-03-150
1306 Loren Avenue:	Property Tax ID# 01-22-29-3712-16-041
1141 Benjamin Avenue:	Property Tax ID# 01-22-29-3712-07-180
1313 Lewis Drive:	Property Tax ID# 01-22-29-3712-16-131

**SECTION 2.** Pursuant to the annexation agreement of April 9, 2012 for the Ravaudage PD between the City of Winter Park and Benjamin Partners, Ltd, as recorded in Book 10383, Page 1260 of the Public Records of Orange County, Florida; the aforementioned properties shall be governed by Section 5 of the annexation agreement which states that the City and Owners agree to accept and be governed by the Orange County PD future land use and the Orange County PD zoning and also agree to accept and be governed by the specific approvals of the PD future land use and PD zoning as have been granted by the Orange County BCC on May 24, 2011 including all waivers and conditions thereto and as may be subsequently amended or modified.

**SECTION 3.** This ordinance shall become effective 31 days after adoption but shall not become effective if this Ordinance is challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption. In that case it will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining the Ordinance is in compliance with Chapter 163, Florida Statutes.

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

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Mayor

Attest:

---

City Clerk

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA  
AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE",  
ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO  
AS TO CHANGE THE COMMERCIAL (C-3) AND LOW DENSITY  
RESIDENTIAL (R-2) DISTRICT DESIGNATIONS TO PLANNED  
DEVELOPMENT (PD-2) DISTRICT ZONING ON THE  
PROPERTIES AT 970/1000/1008 AND 1306 LOREN AVENUE;  
1141 BENJAMIN AVENUE AND 1313 LEWIS DRIVE, MORE  
PARTICULARLY DESCRIBED HEREIN.**

**WHEREAS**, the owner of the property more particularly described herein has requested changes in the zoning designations of certain parcels in order to add them into the Ravaudage PD in compliance with City Code and Florida Statutes, and

**WHEREAS**, the City Commission intends to establish a municipal zoning designation on this property in compliance with the establishment of a similar Comprehensive Plan future land use designation for said properties, and

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

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

**SECTION 1.** That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to change the existing zoning designations of Commercial (C-3) district and Low Density Residential (R-2) district to Planned Development (PD-2) district zoning on the properties, more particularly described as follows:

970 Loren Avenue:	Property Tax ID# 01-22-29-3712-03-170
1000 Loren Avenue:	Property Tax ID# 01-22-29-3712-03-160
1008 Loren Avenue:	Property Tax ID# 01-22-29-3712-03-150
1306 Loren Avenue:	Property Tax ID# 01-22-29-3712-16-041
1141 Benjamin Avenue:	Property Tax ID# 01-22-29-3712-07-180
1313 Lewis Drive:	Property Tax ID# 01-22-29-3712-16-131



**SECTION 2.** Pursuant to the annexation agreement of April 9, 2012 for the Ravaudage PD between the City of Winter Park and Benjamin Partners, Ltd, as recorded in Book 10383, Page 1260 of the Public Records of Orange County, Florida; the aforementioned properties shall be governed by Section 5 of the annexation agreement which states that the City and Owners agree to accept and be governed by the Orange County PD future land use and the Orange County PD zoning and also agree to accept and be governed by the specific approvals of the PD future land use and PD zoning as have been granted by the Orange County BCC on May 24, 2011 including all waivers and conditions thereto and as may be subsequently amended or modified.

**SECTION 3.** This ordinance shall become effective 31 days after adoption. If this Ordinance or the related companion Ordinance amending the Comprehensive Plan for this property is challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption, it will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining the Ordinance is in compliance with Chapter 163, Florida Statutes.

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

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk





# city commission public hearing

item type	Public Hearing	meeting date	April 28, 2014
prepared by department division	Troy Attaway Public Works Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	N/A	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

## **Subject: Ordinance to Vacate a Portion of Loren Avenue within Ravaudage.**

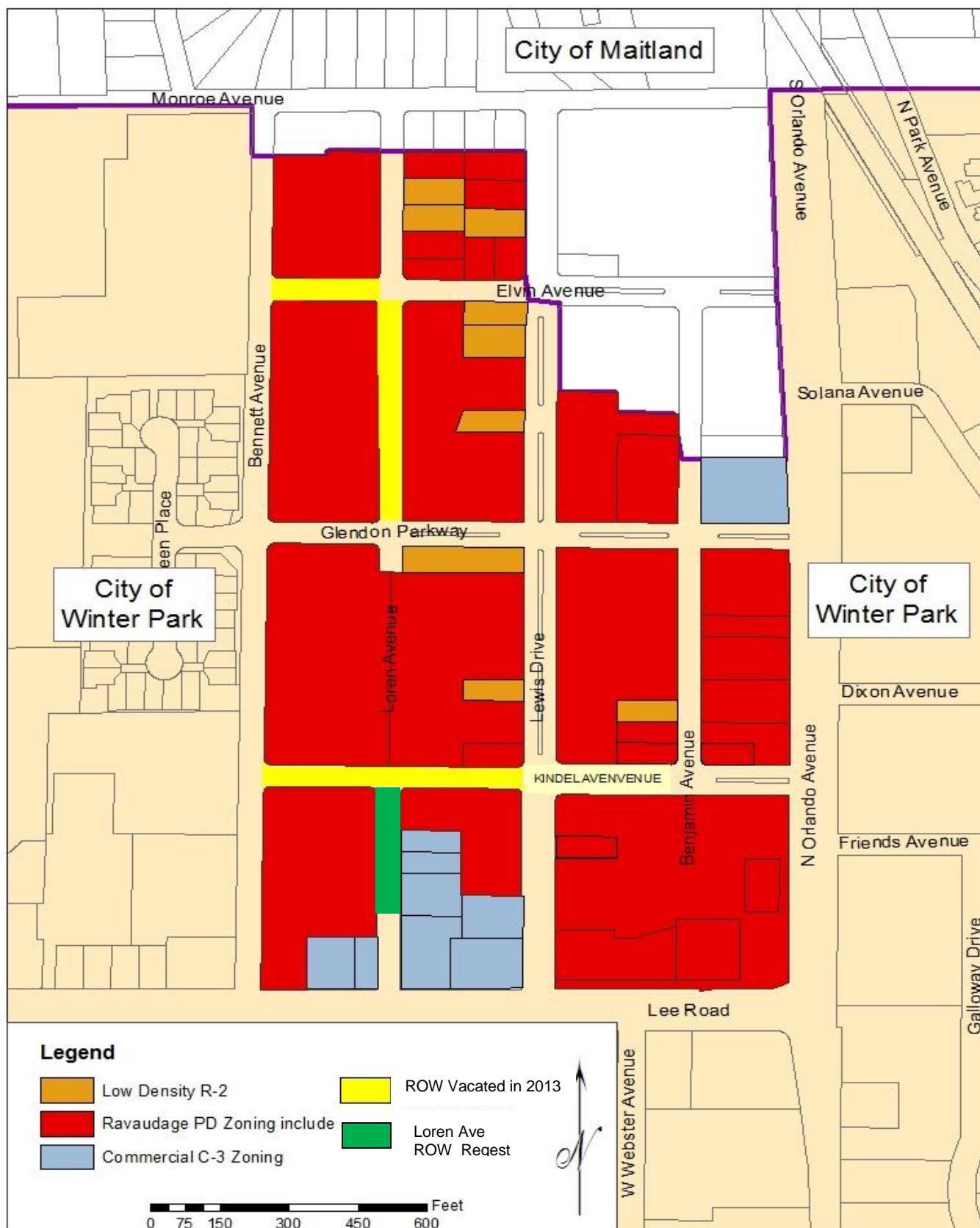
Benjamin Partners Ltd. and the Sydgan Corp. representing Bubbalou's Inc. has requested the City to vacate a portion of Loren Avenue within the Ravaudage PD area. The map attached and the exhibit shows that portion of Loren Avenue, as well as the three other streets that were vacated by the City commission in June 2013. Those streets were:

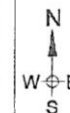
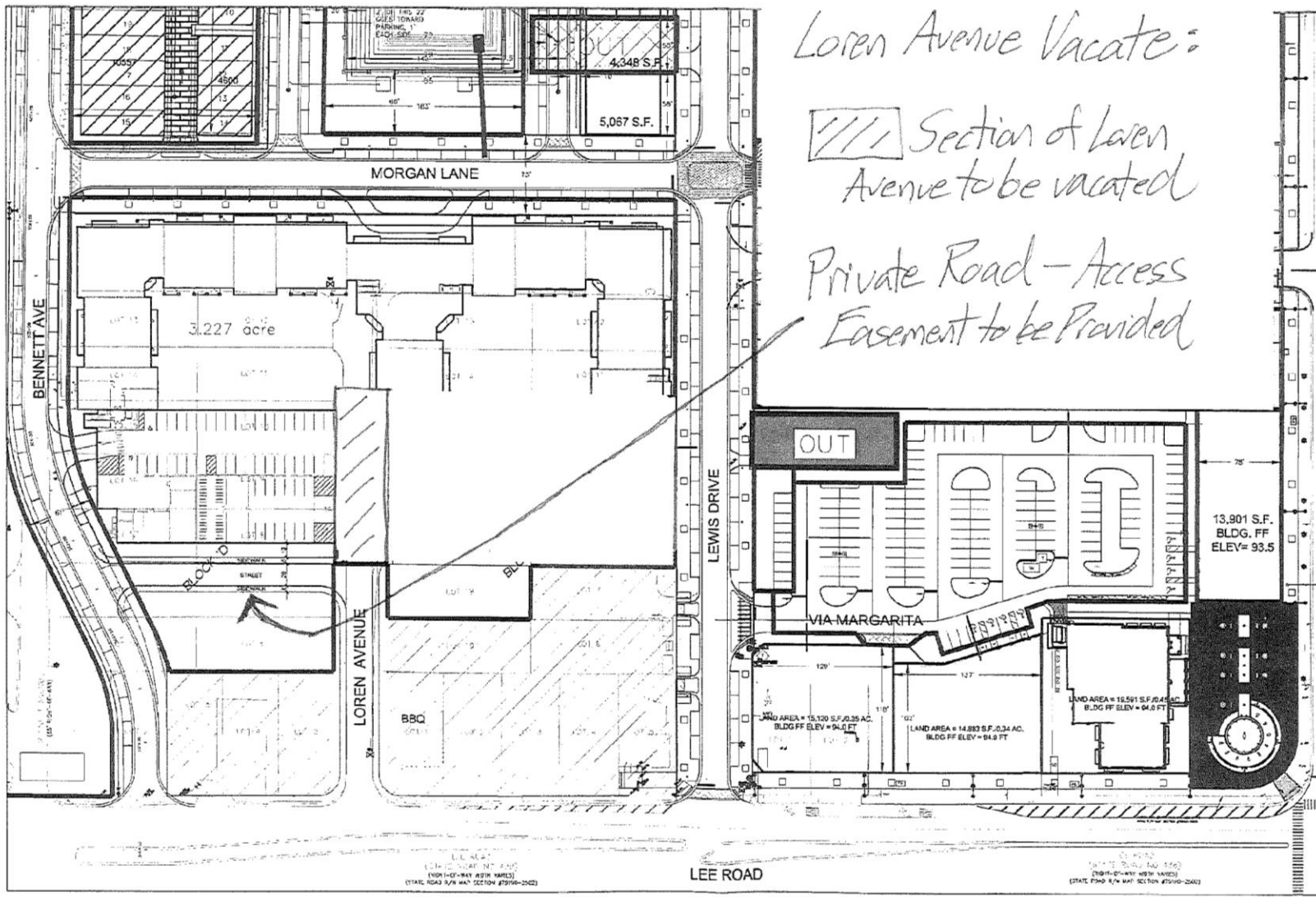
1. The right-of-way of Elvin Avenue lying between Bennett Avenue and Loren Avenue;
2. The right-of-way of Loren Avenue lying between Elvin Avenue and Glendon Parkway;
3. The right-of-way of Kindel Avenue lying between Bennett Avenue and Lewis Drive.

The staff's approval of this request is based upon the applicant's offer to convey to the City an easement for a private road running from the north end of the public street of Loren Avenue, west out to Bennett Avenue thereby avoiding the creation of a dead end street. Also attached is a site plan of the proposed 274 unit American Land Ventures apartment project which shows how this private road provides access into the proposed parking garges for this project.

## **Staff Recommendation:**

The Public Works Department recommends adoption of this Ordinance conditioned upon provision of the easement, as described above.





DEVELOPER  
SYDGAN CORPORATION  
PO BOX 350 WINTER PARK, FL 32790 407-644-3151

RAVAUDAGE DEVELOPMENT  
WINTER PARK, FL 32789

MARGARET H. O'ROURKE DESIGN, INC.  
PO BOX 1071 WINTER PARK, FLORIDA 32790

MOB/MO/DC/MS

DATE  
3-26-14

DWG NO.

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING A PORTION OF LOREN AVENUE WITHIN THE RAVAUDAGE PLANNED DEVELOPMENT AND HOME ACRES SUBDIVISION AREA, MORE PARTICULARLY DESCRIBED HEREIN.**

**WHEREAS**, the City Commission desires to foster the development of the Ravaudage Planned Development by vacating and abandoning certain platted streets within the Home Acres subdivision as platted in Plat Book "M", Page 97 of the Public Records of Orange County, Florida, so that an alternate street system can be developed to better serve the economic growth of this area, and

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

**WHEREAS**, the city public works department has provided for participation by the public in the process by providing information as requested and has also rendered its recommendations to the City Commission; and

**WHEREAS**, the Winter Park City Commission has reviewed the proposed Ordinance and held advertised public hearings at which the City Commission has provided for public participation in the process in accordance with the requirements of state law.

**NOW, THEREFORE, BE IT ENACTED** as follows:

Section 1. The City Commission of the City of Winter Park hereby vacates and abandons that portion of the right-of-way of Loren Avenue lying approximately 235 feet south of the platted right-of-way of Kindel Avenue per the plat of Homes Acres, as recorded in Plat Book "M", Page 97, as more particularly described in Exhibit "A".

Section 2. This Ordinance is conditioned upon the receipt by the City of an easement to be recorded in the Public Records of Orange County for a private street to run from the terminus of the north end of Loren Avenue west to the right-of-way of Bennett Avenue, so as to eliminate the creation of a dead-end road.

Section 3. All ordinances or portions of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon the delivery to the City and recording in the Public Records of Orange County of an easement for the private access road, as detailed in section 2 of this Ordinance.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

---

Mayor Kenneth W. Bradley

ATTEST:

---

City Clerk Cynthia S. Bonham, MMC

**SKETCH OF DESCRIPTION**  
(THIS IS NOT A SURVEY)  
A PORTION OF LOREN AVENUE

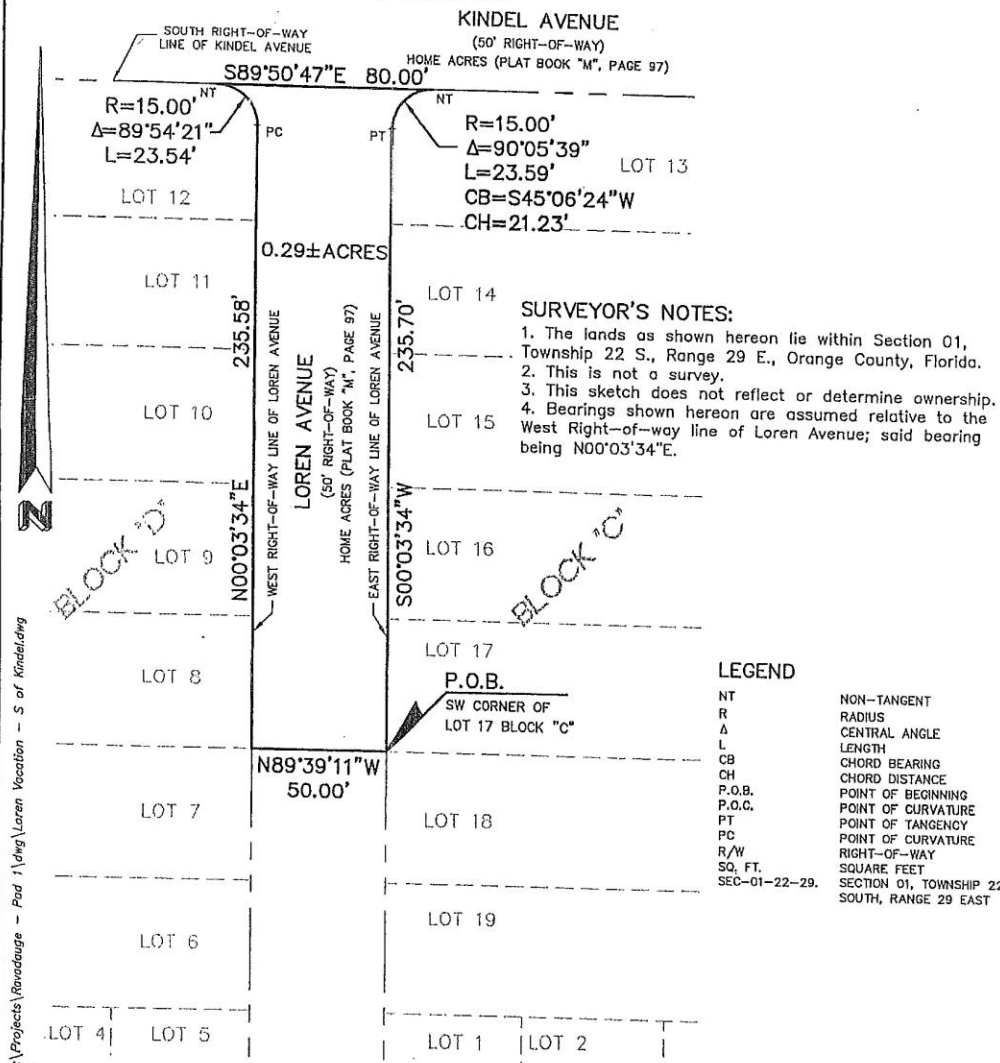
*Exhibit "A"*

**LEGAL DESCRIPTION:**

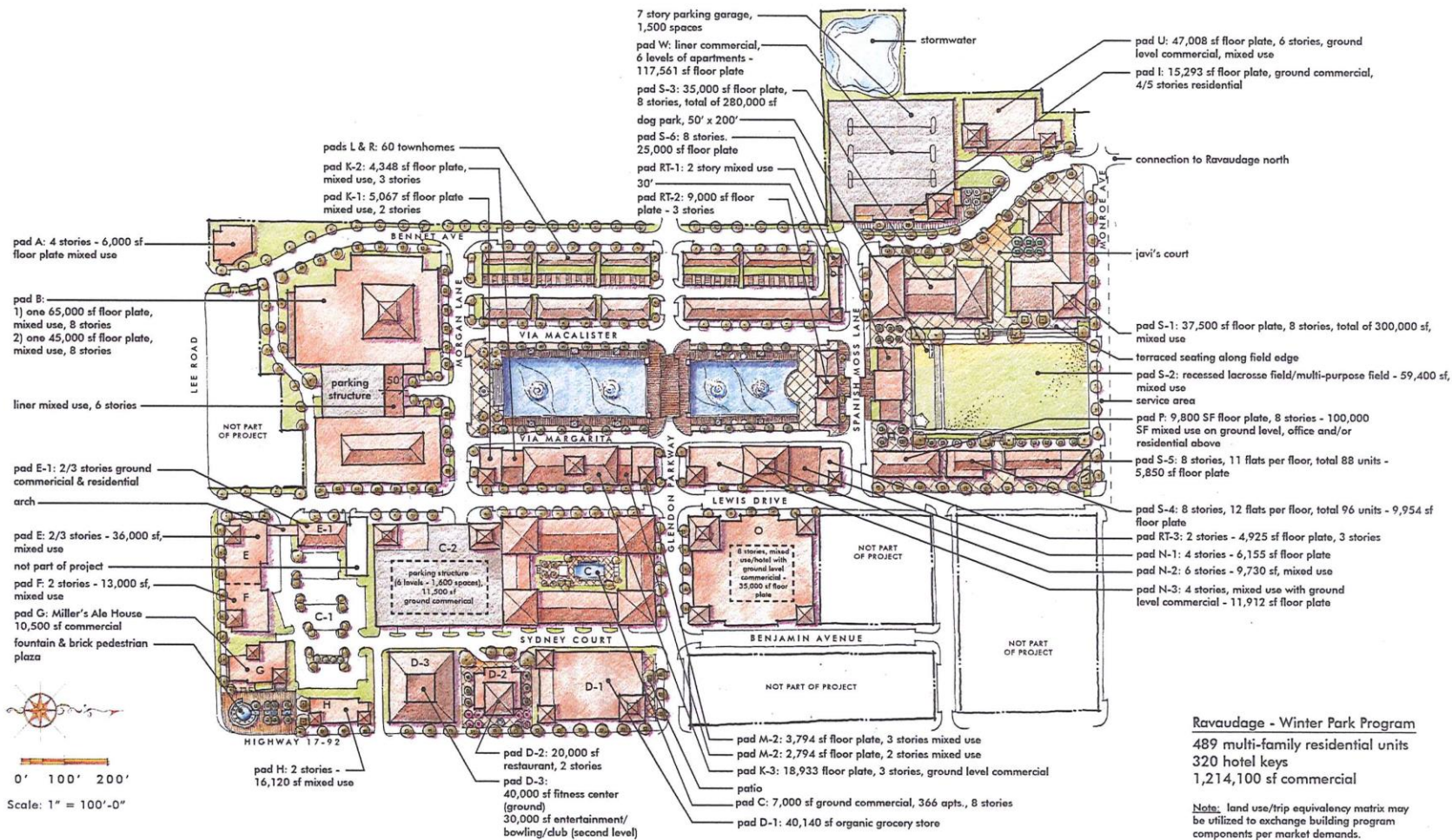
THAT PORTION OF LOREN AVENUE, A 50 FOOT RIGHT-OF-WAY, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 17, BLOCK "C", HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N89°39'11"W, FOR A DISTANCE 50.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LOREN AVENUE; THENCE N00°03'34"E ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 235.58 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID WEST RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 89°54'21" AND AN ARC DISTANCE OF 23.54 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF KINDEL AVENUE, A 50 FOOT RIGHT-OF-WAY, PER SAID HOME ACRES, SAID POINT ALSO BEING A POINT ON A NON-TANGENT LINE; THENCE S89°50'47"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 80.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF THE AFOREMENTIONED LOREN AVENUE, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF S45°06'24"W AND A CHORD LENGTH OF 21.23; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID EAST RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 90°05'39" AND AN ARC DISTANCE OF 23.59 FEET TO A POINT OF TANGENCY; THENCE S00°03'34"W ALONG SAID EAST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 235.70 FEET TO THE POINT OF BEGINNING

CONTAINING 0.29 ACRES (12.629 SQUARE FEET), MORE OR LESS.







#### Ravaudage - Winter Park Program

489 multi-family residential units  
320 hotel keys  
1,214,100 sf commercial

*Note:* land use/trip equivalency matrix may be utilized to exchange building program components per market demands.

**SYDGAN**  
CORPORATION

May 2013

RAVAUDAGE  
master plan  
winter park, florida

**cph**



DIX LATHROP  
AND ASSOCIATES, INC.

mp-1

## **ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING A PORTION OF LOREN AVENUE WITHIN THE RAVAUDAGE PLANNED DEVELOPMENT AND HOME ACRES SUBDIVISION AREA, MORE PARTICULARLY DESCRIBED HEREIN.**

**WHEREAS**, the City Commission desires to foster the development of the Ravaudage Planned Development by vacating and abandoning certain platted streets within the Home Acres subdivision as platted in Plat Book "M", Page 97 of the Public Records of Orange County, Florida, so that an alternate street system can be developed to better serve the economic growth of this area, and

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

**WHEREAS**, the city public works department has provided for participation by the public in the process by providing information as requested and has also rendered its recommendations to the City Commission; and

**WHEREAS**, the Winter Park City Commission has reviewed the proposed Ordinance and held advertised public hearings at which the City Commission has provided for public participation in the process in accordance with the requirements of state law.

**NOW, THEREFORE, BE IT ENACTED** as follows:

Section 1. The City Commission of the City of Winter Park hereby vacates and abandons that portion of the right-of-way of Loren Avenue lying approximately 235 feet south of the platted right-of-way of Kindel Avenue per the plat of Homes Acres, as recorded in Plat Book "M", Page 97, as more particularly described in Exhibit "A".

Section 2. This Ordinance is conditioned upon the receipt by the City of an easement to be recorded in the Public Records of Orange County for a private street to run from the terminus of the north end of Loren Avenue west to the right-of-way of Bennett Avenue, so as to eliminate the creation of a dead-end road.

Section 3. All ordinances or portions of ordinances in conflict herewith are hereby repealed.



Section 4. This ordinance shall become effective upon the delivery to the City and recording in the Public Records of Orange County of an easement for the private access road, as detailed in section 2 of this Ordinance.

**ADOPTED** at a regular meeting of the City Commission of the City of Winter Park, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

---

Mayor Kenneth W. Bradley

ATTEST:

---

City Clerk Cynthia S. Bonham, MMC

SKETCH OF DESCRIPTION  
(THIS IS NOT A SURVEY)  
A PORTION OF LOREN AVENUE

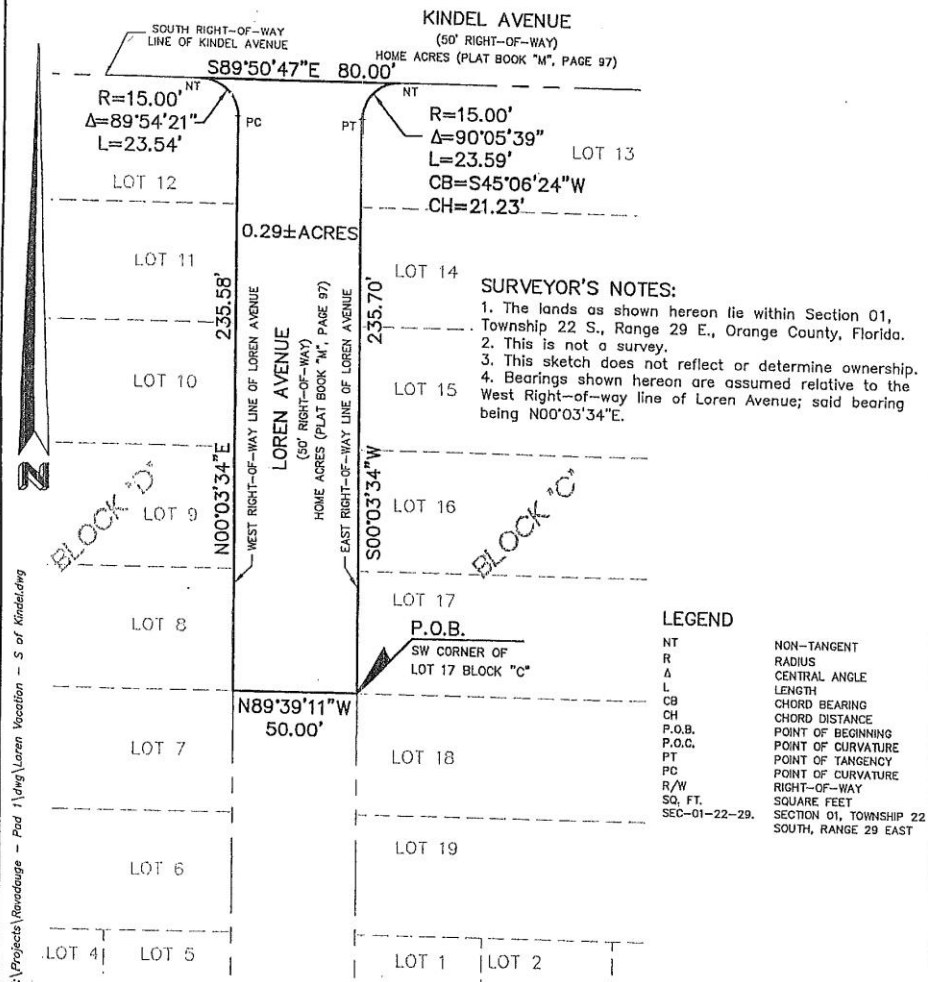
Exhibit "A"

LEGAL DESCRIPTION:

THAT PORTION OF LOREN AVENUE, A 50 FOOT RIGHT-OF-WAY, HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 17, BLOCK "C", HOME ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "M", PAGE 97, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N89°39'11"W, FOR A DISTANCE 50.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LOREN AVENUE; THENCE N00°03'34"E ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 235.58 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID WEST RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 89°54'21" AND AN ARC DISTANCE OF 23.54 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF KINDEL AVENUE, A 50 FOOT RIGHT-OF-WAY, PER SAID HOME ACRES, SAID POINT ALSO BEING A POINT ON A NON-TANGENT LINE; THENCE S89°50'47"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 80.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF THE AFOREMENTIONED LOREN AVENUE, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, A CHORD BEARING OF S45°06'24"W AND A CHORD LENGTH OF 21.23; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID EAST RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 90°05'39" AND AN ARC DISTANCE OF 23.59 FEET TO A POINT OF TANGENCY; THENCE S00°03'34"W ALONG SAID EAST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 235.70 FEET TO THE POINT OF BEGINNING

CONTAINING 0.29 ACRES (12.629 SQUARE FEET), MORE OR LESS.





# city commission public hearing

item type	Public Hearing	meeting date	April 28, 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	7-0 final vote

## **Subject: Comprehensive Plan Amendment to Revise the Policies for Planned Developments.**

This Ordinance proposes to revise the Comprehensive Plan policies related to Planned Developments in the Future Land Use element of the Comprehensive Plan. The intent is to make the Planned Development land use more usable to promote economic development.

### **Planning and Zoning Board Recommendation:**

**Motion made by Mr. Weldon, seconded by Mr. Sacha to approve the amendments to the PD ordinance as recommended by staff. Motion carried unanimously with a 7-0 vote.**

### **Summary:**

One of the recommendations of the WRT study of the Comprehensive Plan was to combine the two Planned Development land use designations and to remove the development standards and other limitations that restricted the use of Planned Development future land use within the City.

The policy changes are as follows:

1. Combines the PD-1 and PD-2 future land use designations into one PD future land use category.
2. Eliminates the four PD candidate area maps but maintains the geographic restriction to locations adjacent to four lane roadways such as Lee Road, Fairbanks Avenue, Orange Avenue, Denning Drive and Aloma Avenue and maintains that PD future land use is not intended or permitted for use within the Central Business District or the downtown core bounded by Fairbanks, Interlachen, Webster and Pennsylvania Avenues.
3. Removes parking garage FAR from the FAR calculations.
4. Eliminates the development standards text such as minimum and maximum parcel size, the lot coverage, setbacks, green space minimums, etc.
5. Eliminates the direction as to the establishment of PD Zoning districts as these have already been adopted.

The attached pages show the Comp. Plan policies affected which then have been incorporated into the Ordinance.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" BY AMENDING THE GOALS, OBJECTIVES AND POLICIES TEXT WITHIN THE FUTURE LAND USE ELEMENT RELATED TO THE PLANNED DEVELOPMENT FUTURE LAND USE DESIGNATIONS; COMBINING THE PD-1 AND PD-2 FUTURE LAND USE DESIGNATIONS, DELETING THE MAPS INDICATING THE CANDIDATE AREAS FOR PLANNED DEVELOPMENT FUTURE LAND USE AND DELETING THE PARAMETERS FOR THE CREATION AND ESTABLISHMENT OF PLANNED DEVELOPMENT ZONING DISTRICTS AND OTHER POLICY TEXT RELATING TO PLANNED DEVELOPMENT FUTURE LAND USE; PROVIDING FOR SEVERABILITY, CODIFICATION, AND CONFLICTS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Winter Park City Commission adopted its Comprehensive Plan on February 23, 2009 via Ordinance 2762-09, and

**WHEREAS**, the City Commission desires an amendment to the Comprehensive Plan in order to provide clarification on the use of properties when limited to parking uses, and such amendment meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

**WHEREAS**, the Winter Park Planning and Zoning Commission, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on April 8, 2014, provided for participation by the public in the process and rendered its recommendations to the City Commission; and

**WHEREAS**, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings at which the City Commission has provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.

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

**SECTION 1.** That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan", is hereby amended to revise within the Future Land Use Element so as to revise Policy 1-2.3.4; Policy 1-2.3.5; Policy 1.2.3.6 and 1.3.2.6 and to revise Table 3 and to delete and remove Policy 1-2.3.7; Policy 1-2.3.7 and the Maps 6 (a), 6 (b), 6(c) and 6(d) as shown and to read as follows:

**SECTION 2. Severability.** If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

**SECTION 3. Conflicts.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 4. Effective Date of Ordinance.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administrative Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administrative Commission, this amendment may nevertheless be made effective by the adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

**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.

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## Exhibit A

**Policy 1-2.3.4: ~~Medium-Density~~ Planned Development (~~PD-1~~).** This land use designation includes retail businesses, restaurants, offices and residential uses within building projects permitting higher density mixed and single use. ~~This land use designation is restricted to geographic areas of the City identified in the Future Land Use Map Series — Map 1-6a, and 1-6b.~~ The maximum floor area ratio shall not exceed the percentages listed in the Maximum Future Land Use Density/ Intensity Table and as governed by the maximum number of stories permitted in the Maximum Height Map within this Future Land Use Element.

~~**Policy 1-2.3.5: High-Density Planned Development (PD-2).** This land use designation includes retail businesses, restaurants, offices and residential uses within building projects permitting higher density mixed and single use in designated areas. This land use designation is restricted to geographic areas of the City identified in the Future Land Use Map Series — Map 1-6c, and 1-6d. The maximum floor area ratio shall not exceed the percentages listed in the Maximum Future Land Use Density/ Intensity Table and as governed by the maximum number of stories permitted in the Maximum Height Map within this Future Land Use Element.~~

**Policy 1-2.3.6: Limitation on the Use of Planned Development Future Land Use.** ~~This element includes maps within the Map Series (1-6a-1-6d) which indicate the only geographic areas within the City where properties may be granted Medium Density Planned Development and High Density Planned Development Future Land Use designations and corresponding zoning. This element prohibits the use of the Planned Development designations, in areas of the City not identified on the Planned Development Candidate map series (1-6a — 1-6d).~~ Planned Development future land use may be considered for use only in locations adjacent to four lane roadways such as Lee Road, Fairbanks Avenue, Orange Avenue, Denning Drive and Aloma Avenue but is not intended or permitted for use within the Central Business District or the downtown core bounded by Fairbanks, Interlachen, Webster and Pennsylvania Avenues.

~~**Policy 1-2.3.7: Creation of a Planned Development Zoning District.** Within one year after adoption of this Comprehensive Plan, the City Commission shall adopt a new Planned Development Zoning District. Prior to adoption, the Planning and Zoning commission shall provide their recommendation for a Planned Development Zoning District which shall be accompanied by draft regulations to enable the recommendation. The regulations shall be proposed which address retail, office, and residential uses, appropriate open space in the district; appropriate height, scale, mass, setbacks, and density restrictions, long term maintenance of such facilities, parking, residential protection from noise, and consideration of inclusionary affordable/workforce housing. Planned Development zoning shall be limited to a maximum project size of three acres such that no monolithic out of scale projects may be developed. There shall be at least seventy five feet of separation between any two principal buildings on sites larger than three acres so as to insure separation between such building~~



~~projects. This element prohibits the use of the High Density Planned Development (PD-2) future land use designation, east of and including along the Orlando Avenue corridor.~~

**Policy 1-3.2.6: Planned Development Land Use.** The City recognizes that Planned Developments, ~~on specific properties identified as Planned Development Candidates (Map 6a-6d),~~ may be appropriate if restricted to height, intensity and density compatible with the surrounding Commercial areas. The purpose of this Land Use Designation is to allow ~~create~~ zoning that will:

- a. ~~Increase the City's tax revenues by providing Class A Office, Commercial or Residential that satisfies demonstrated space needs within the City. The City encourages development of Class A Office.~~
- b. Enhance the City's gateways by providing incentive for redevelopment.
- c. ~~Substantially increase landscaping, trees and setbacks obtainable from existing Commercial/Office designations by providing not less than 25% natural pervious green space.~~
- d. Create inviting pedestrian oriented public spaces.
- e. Provide increased flexibility to the City in the consideration of unique development opportunities.

The City shall develop standards for the new Planned Development zoning code districts within the restraints of the maximum density, intensity of use and height limits specified in this Comprehensive Plan for the Planned Development Future Land Use Designations. ~~The total building lot coverage allowed for the sum of all buildings within a Planned Development is limited to 47% in Medium Density Planned Developments and 55% in High Density Planned Developments. Single tenant retail in excess of 65,000 square feet is prohibited. The objective of these development codes is to provide meaningful guidance for the introduction of limited increased density without adversely impacting the existing pedestrian scale and low density attributes of our historic core or nearby residential areas. Identification as Candidates for Planned Development does not create an entitlement to be approved for this Land Use Designation. All redesignations are subject to Public Hearings and Commission approval. This Planned Development Candidate designation is a test program and will be reassessed after 5 years. It is the prerogative of the City to reject a candidate or to remove a property from the list of properties to be considered, if changes in conditions warrant.~~

~~Policy 1-3.3.7: Creation of Two Planned Development Districts. Within one year after adoption of this Comprehensive Plan, the City Commission shall adopt two new Planned Development Zoning Districts (PD1 and PD2). Prior to adoption, the Planning and Zoning Commission shall evaluate Planned Development Zoning Districts and provide draft detailed regulations to regulate the new zoning districts. Regulations shall be proposed which address at a minimum:~~

- ~~a. At least two levels of density/intensity for Planned Developments based on proximity to the historic core of Winter Park.~~
- ~~b. Retail, office, and residential use standards~~
- ~~c. Open space and permeable space requirements~~
- ~~d. Appropriate height, scale, mass, setbacks, lot coverage and density restrictions~~
- ~~e. Long term maintenance of such facilities~~
- ~~f. Parking~~
- ~~g. Residential protection from noise, exhaust and lighting~~
- ~~h. Landscaping~~
- ~~i. Public spaces (courtyards/gathering places)~~
- ~~j. Transportation connections to bus transit and bike trails~~
- ~~k. Egress/ingress requirements including on-site stacking~~
- ~~l. Consideration of inclusionary affordable housing~~
- ~~m. Sidewalk and streetscape enhancement~~
- ~~n. Proximity to residential zoning protections~~
- ~~o. Restrictions on use of Planned Development zoning for single tenant use~~
- ~~p. Minimum distance between Planned Developments~~
- ~~q. Transportation issues~~
- ~~r. Waste management and emergency vehicle access.~~
- ~~s. Tools for limiting mass of Planned Development individual buildings to ensure compatibility with the historic Village Character of Winter Park. At a minimum, consideration will be given to the following tools: Separation of large buildings into separate buildings, restricting wall heights at side yard setbacks, reducing heights along sensitive edges, establishing maximum wall plane lengths that reflect the traditional width of buildings along the street, and alignment of front setbacks.~~

~~The following minimum standards are hereby adopted to provide meaningful guidance to the~~



~~future development of Land Use Development regulations governing Planned Development districts:~~

- ~~a. Minimum property size eligible for PD zoning is 80,000 sq. ft.~~
- ~~b. Maximum project size eligible for PD zoning is 3 acres. (Designated candidates in excess of 3 acres shall be eligible for approval as adjacent PD or adjacent Commercial or Office designations.)~~
- ~~c. Not less than seventy five feet of separation between any two principal PD buildings on sites larger than three acres~~
- ~~d. Not less than 25% natural pervious green space~~
- ~~e. Preference for Class A Office~~
- ~~f. Prohibition of single tenant retail in excess of 65,000 sq. ft.~~
- ~~g. Minimum setbacks to 20-30 feet from principal arterial road~~
- ~~h. Landscaping standards superior to Commercial/Office code requirements~~
- ~~i. Public spaces (including public courtyards) and 5-10 ft. wide sidewalks~~
- ~~j. Parking garages minimally visible from street or architecturally compatible with principal buildings~~

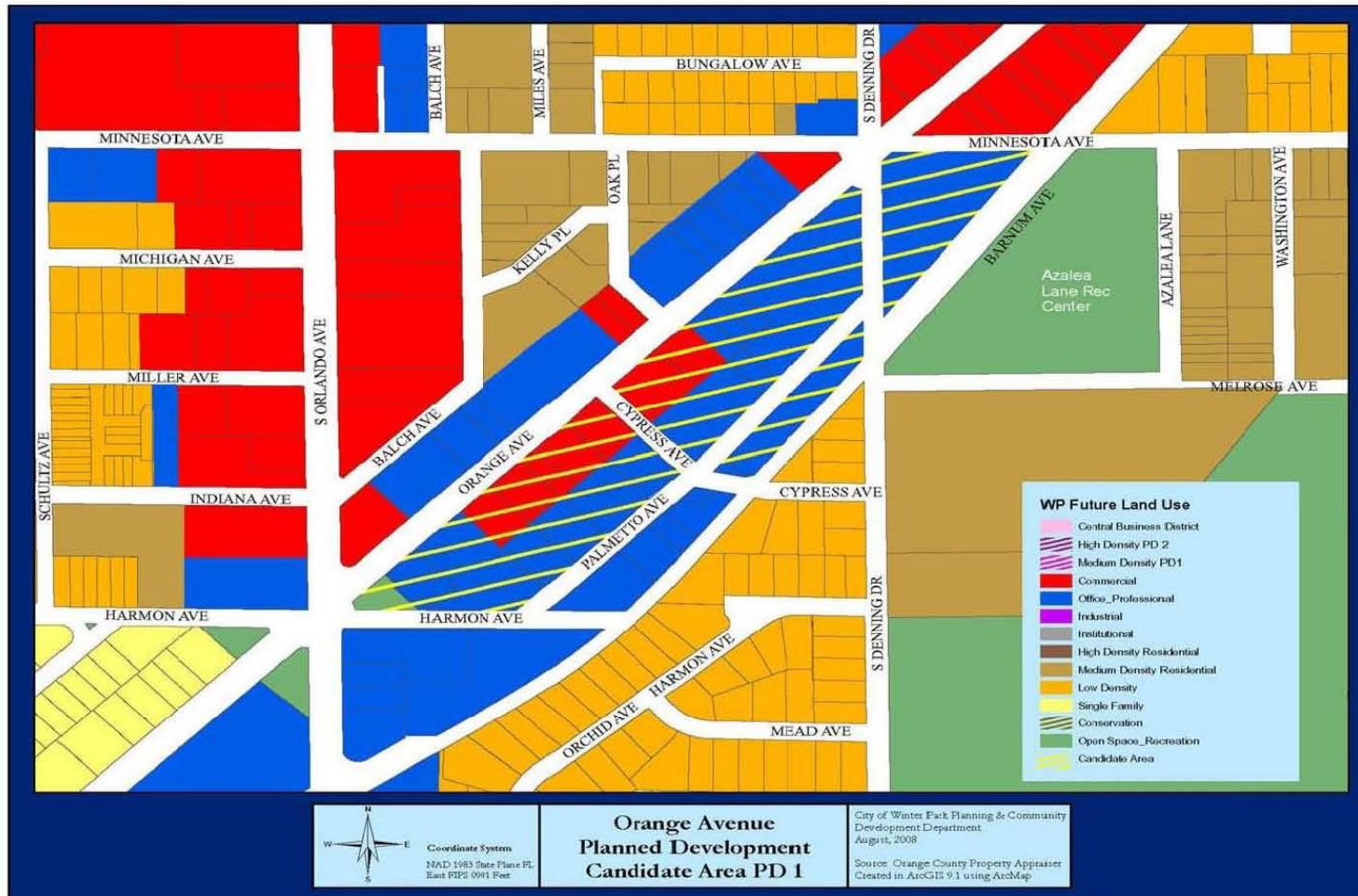
NOTE: The four maps 1-6a through 1-6d in the future land use element (shown after the table below) that are the designated the candidate areas for PD future land use are to be deleted and removed.

Table 3 Future Land Use Map Designation Maximum Density/ Intensity Table					
	Office	Commercial	Medium Density PD-1	Planned Dev. High Density PD-2	C.B.D.
Density (units/ acre)	17 units/ acre	17 units/ acre	<del>17 units/ acre</del>	25 units/ acre	17 units/ acre
Intensity (FAR)					
Up to 2-3 story limit	45%*+ 60%**	45%*+ 60%**	<del>130%</del>	130%	200%
Up to 4 story limit	45%*+ 60%**	45%*+ 60%**	<del>175%</del>	200%	Not permitted
Up to 5-8 story limit	45%*+ 60%**	45%*+ 60%**	<del>N/A</del>	250%	Not permitted
<p>Note: All categories count private parking garage floor space toward FAR limits <u>except in PD</u>. Maximum number of stories is determined by the Maximum Height Map and may be further restricted by other policies of this Comprehensive Plan.</p> <p>+ The 45% FAR may be increased up to 5% if parking for the increase is entirely underground beneath the foot print of the building or if the building's upper floor(s) cantilevered over such parking or for hotel buildings.</p> <p>* For any building project exclusively commercial or office; or any mix of commercial or office uses.</p> <p>** For any building project at least 85% commercial or office on the first floor with residential units on upper floors.</p> <p>Note: This table reflects the maximum intensities that may be permitted in the underlying zoning district. The maximum intensity that will be approved on any specific site will be based on the applicable development regulations and the ability of the project to further promote the goals of the City, but is not an entitlement.</p>					

Map 1-6a, Planned Development Candidate Area PD1: East Fairbanks Avenue

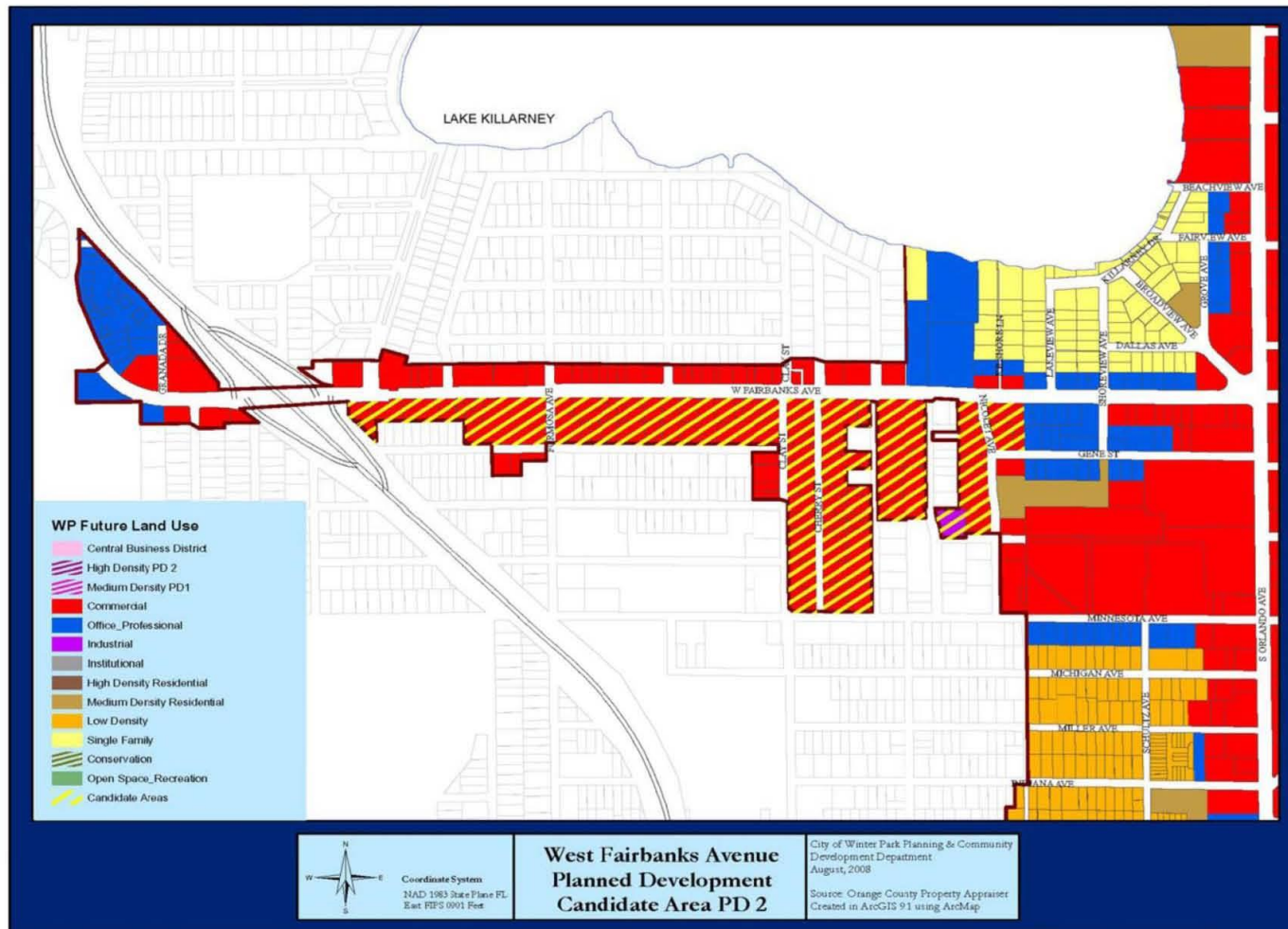


**Map 1-6b, Planned Development Candidate Area PD1: Orange Avenue**

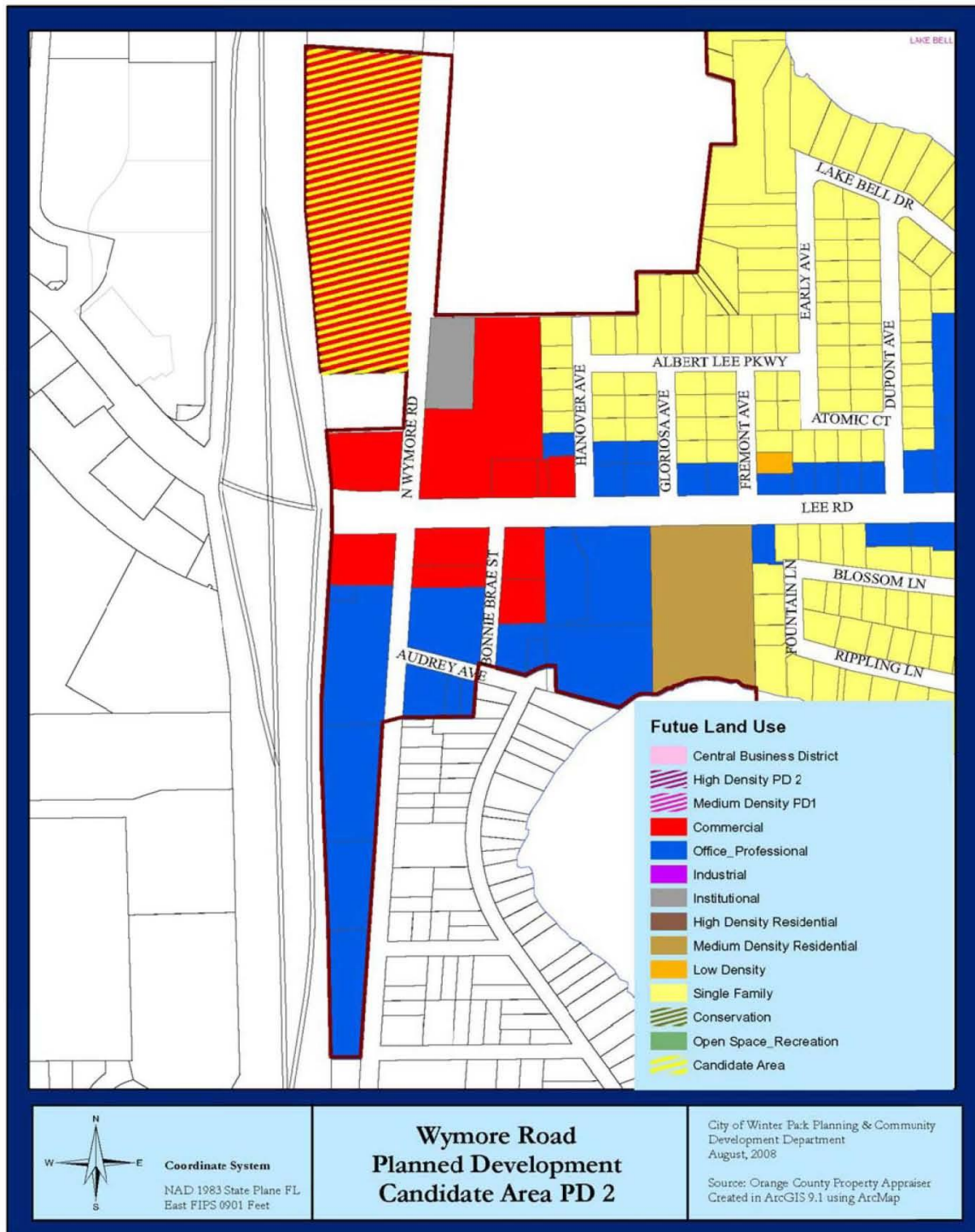




Map 1-6c, Planned Development Candidate Area PD2: West Fairbanks Avenue



Map 1-6d, Planned Development Candidate Area PD2: Wymore



**REQUEST OF THE CITY OF WINTER PARK FOR:** AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" BY AMENDING THE GOALS, OBJECTIVES AND POLICIES TEXT WITHIN THE FUTURE LAND USE ELEMENT RELATED TO THE PLANNED DEVELOPMENT FUTURE LAND USE DESIGNATIONS; COMBINING THE PD-1 AND PD-2 FUTURE LAND USE DESIGNATIONS, DELETING THE MAPS INDICATING THE CANDIDATE AREAS FOR PLANNED DEVELOPMENT FUTURE LAND USE AND DELETING THE PARAMETERS FOR THE CREATION AND ESTABLISHMENT OF PLANNED DEVELOPMENT ZONING DISTRICTS AND OTHER POLICY TEXT RELATING TO PLANNED DEVELOPMENT FUTURE LAND USE.

Planning & Community Development Director Dori Stone presented the staff report. She explained that one of the recommendations from the WRT study of the Comprehensive Plan was to combine the two Planned Development land use designations and to remove the development standards and other limitations that restricted the use of Planned Development future land use within the City. The policy changes are as follows:

1. Combines the PD-1 and PD-2 future land use designations into one PD future land use category.
2. Eliminates the four PD candidate area maps but maintains the geographic restriction to locations adjacent to four lane roadways such as Lee Road, Fairbanks Avenue, Orange Avenue, Denning Drive and Aloma Avenue and maintains that PD future land use is not intended or permitted for use within the Central Business District or the downtown core bounded by Fairbanks, Interlachen, Webster and Pennsylvania Avenues.
3. Removes parking garage FAR from the FAR calculations.
4. Eliminates the development standards text such as minimum and maximum parcel size, the lot coverage, setbacks, green space minimums, etc.
5. Eliminates the direction as to the establishment of PD Zoning districts as these have already been adopted.

Staff recommended approval of the request. Mrs. Stone responded to Board member questions and concerns.

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

**Motion made by Mr. Weldon, seconded by Mr. Sacha to approve the amendments to the PD ordinance as recommended by staff. Motion carried unanimously with a 7-0 vote.**



# city commission public hearing

item type	Public Hearing	meeting date	April 28, 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	7-0 final vote

## **Subject: Comprehensive Plan Amendment to Revise the Building Height Policies for the Central Business District.**

This Ordinance proposes to revise the Comprehensive Plan policies related to removing the conflicts between building heights permitted within the Central Business District in the Comprehensive Plan versus what is permitted within the Zoning Code.

### **Planning and Zoning Board Recommendation:**

**Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the proposed ordinance amending the building heights within the Central Business District. Motion carried unanimously with a 7-0 vote.**

### **Summary:**

One of the recommendations of the WRT study of the Comprehensive Plan was to eliminate internal conflicts between the Comprehensive Plan and the Land Development Code (Zoning Code) with respect to building heights. The one place that this conflict exists is within the Comp. Plan policies regarding building height within the Central Business District. The conflict is that the Comprehensive Plan establishes a fixed 30 foot maximum building height for two story buildings and a fixed 40 foot maximum building height for three story buildings within the CBD. The Comprehensive Plan does not provide within the definition of a "variance" any provision for approval of any additional height.

However, in the Zoning Code, while the same 30 and 40 foot dimensions are established for two and three story buildings in the CBD, the Land Development Code allows for an exception or variance by the City Commission to permit up to five additional feet in building height.

So the Land Development Code allows one to request a 35 foot tall, two story building or a 45 foot tall, three story building in the CBD, but the Comprehensive Plan prohibits it. The proposed Ordinance resolves those conflicts. It lets the Comprehensive Plan establish policy and the Land Development Code establish the maximum height standards.

The attached pages show the Comp. Plan policies affected; the definition of a variance from the Comp. Plan and the Land Development Code provisions.



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA; ARTICLE I  
"COMPREHENSIVE PLAN" BY AMENDING THE GOALS, OBJECTIVES  
AND POLICIES TEXT WITHIN THE FUTURE LAND USE ELEMENT  
RELATED TO THE MAXIMUM BUILDING HEIGHT WITHIN THE CENTRAL  
BUSINESS DISTRICT FUTURE LAND USE DESIGNATION; PROVIDING  
FOR SEVERABILITY, CODIFICATION, AND CONFLICTS; PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, the Winter Park City Commission adopted its Comprehensive Plan on February 23, 2009 via Ordinance 2762-09, and

**WHEREAS**, the City Commission desires an amendment to the Comprehensive Plan in order to provide clarification on the use of properties when limited to parking uses, and such amendment meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

**WHEREAS**, the Winter Park Planning and Zoning Commission, acting as the designated Local Planning Agency, has reviewed and recommended adoption of the proposed Comprehensive Plan amendment, having held an advertised public hearing on April 8, 2014, provided for participation by the public in the process and rendered its recommendations to the City Commission; and

**WHEREAS**, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held advertised public hearings at which the City Commission has provided for public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process.

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

**SECTION 1.** That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan", is hereby amended to revise Policy 1-3.2.2; Policy 1-3.8.9 and Policy 1.3.8.13 of the Future Land Use Element - Goals, Objectives and Policies to read as follows:

**Policy 1-3.2.2: Maintain the Character and Scale of the Central Business District:** The City shall maintain the character and scale of the Central Business District (CBD), including the Park Avenue Corridor as one of the premier downtown retail shopping districts in Florida, by reinforcing attributes that underlie its ambiance and special character, including its pedestrian scale, the relationship of its buildings and their orientation to the street, the eclectic mix of architectural styles, the open space vistas of

Central Park, and the predominance of small distinctive specialty shops. This Comprehensive Plan imposes a two story ~~and 30' height~~ limit throughout the Central Business District as depicted on the Winter Park Central Business District Boundary Map located in the Definitions section of this Comprehensive Plan. These height restrictions may be increased to a maximum 3 stories ~~and a 40' height limit~~ if the development is approved by a supermajority vote (four votes) by the City Commission as a Conditional Use and conforms to the Maximum Height Map. ~~Third floors approved by conditional use in the CBD must be setback on street frontages equal to their height of a one foot setback for each one foot height of the third floor.~~ Properties designated low density residential, and other properties identified as limited to two stories on the Maximum Height Map are not candidates for the 3 story ~~and 40-foot~~ height Conditional Use. The maximum floor area ratio within the CBD shall include private parking garages which are either at grade or elevated in calculations of floor area. Subterranean parking garages and public parking garages may be excluded from floor area calculations by the City Commission.

**Policy 1-3.8.9: Preserve the Pedestrian Scale and Orientation of the CBD and Restrict Building Height.** The City shall preserve the pedestrian scale and orientation of the Winter Park Central Business District Boundary Map, as defined in the Definitions section of this Comprehensive Plan, by limiting development for any property to two stories in height ~~(30 feet)~~ or three stories ~~(40 feet)~~ (including any mezzanine levels) on a case by case basis via conditional use and by requiring an supermajority (four votes) of approval by the City Commission for any third floor. The pedestrian orientation is also protected by prohibiting new drive-in businesses within the C-2 zoning locations east of Virginia Avenue. Approvals or other variances for more than three stories are prohibited. ~~Third floors approved by conditional use must be setback on street frontages equal to their height on a one foot setback for each one foot height of the third floor.~~ Properties designated low density residential and properties limited to two stories on the Maximum Height Map are not candidates for the 3 story ~~and 40'~~ height conditional use.

**Policy 1-3.8.13: Preservation of the Historic Character of Park Avenue and the Open Vista of Central Park:** All properties facing on Park Avenue or adjacent roads within 140 feet of Park Avenue shall be limited in height to two stories in height ~~(30 feet)~~. All properties that abut Central Park or are located across from the park where development would impact the open vista of Central Park shall also be limited to two stories in height ~~(30 feet)~~ as depicted on the Maximum Height Map. Variances or approvals of development in violation of this policy are prohibited.

**SECTION 2. Severability.** If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

**SECTION 3. Conflicts.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 4. Effective Date Of Ordinance.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administrative Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administrative Commission, this amendment may nevertheless be made effective by the adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

**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

Attest:

\_\_\_\_\_  
City Clerk

**REQUEST OF THE CITY OF WINTER PARK FOR:** AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA; ARTICLE I "COMPREHENSIVE PLAN" BY AMENDING THE GOALS, OBJECTIVES AND POLICIES TEXT WITHIN THE FUTURE LAND USE ELEMENT RELATED TO THE MAXIMUM BUILDING HEIGHT WITHIN THE CENTRAL BUSINESS DISTRICT FUTURE LAND USE DESIGNATION.

Planning and Community Development Director Dori Stone presented the staff report. She explained that one of the recommendations from the WRT study of the Comprehensive Plan was to eliminate internal conflicts between the Comprehensive Plan and the Land Development Code (Zoning Code) with respect to building heights. The one place that this conflict exists is within the Comprehensive Plan policies regarding building height within the Central Business District (CBD). The conflict is that the Comprehensive Plan establishes a fixed 30-foot maximum building height for two story buildings and a fixed 40 foot maximum building height for three story buildings within the CBD. The Comprehensive Plan does not provide within the definition of a "variance" any provision for approval of any additional height. However, in the Zoning Code, while the same 30 and 40 foot dimensions are established for two and three story buildings in the CBD, the Land Development Code allows for an exception or variance by the City Commission to permit up to five additional feet in building height. So the Land Development Code allows one to request a 35-foot tall, two-story building or a 45 foot tall, three-story building in the CBD, but the Comprehensive Plan prohibits it. The proposed Ordinance resolves those conflicts. It lets the Comprehensive Plan establish policy and the Land Development Code establish the maximum height standards. The attached pages show the Comp. Plan policies affected; the definition of a variance from the Comprehensive Plan and the Land Development Code provisions. Staff recommended approval of the request. Mrs. Stone responded to Board member questions and concerns.

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

**Motion made by Mr. Sacha, seconded by Mr. Weldon to approve the proposed ordinance amending the building heights within the Central Business District. Motion carried unanimously with a 7-0 vote.**



# city commission public hearing

item type	Public Hearing	meeting date	April 28, 2014
prepared by department division	Jeff Briggs Planning Department	approved by	<input 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	7-0 final vote

## **Subject: Comprehensive Plan Amendment to Revise the Policies for Supermajority Votes Required for the Approval of Conditional Uses.**

This Ordinance proposes to revise the Comprehensive Plan policies related to the requirement for supermajority votes to approve certain conditional uses.

### **Planning and Zoning Board Recommendation:**

**Motion made by Mr. Sacha, seconded by Mrs. DeCiccio to approve the proposed ordinance repealing the requirement for a supermajority vote of the city commission to approve certain conditional uses. Motion carried unanimously with a 7-0 vote.**

### **Summary:**

This Comprehensive Plan amendment proposal from the planning staff seeks to achieve consistency in the approval of both Ordinances and Conditional Uses by removing three Policies in the Comprehensive Plan which impose the supermajority requirement for the approval of certain Conditional Uses.

### **City Charter Conflict with the Supermajority Vote:**

The City Attorney, Larry Brown, has previously prepared a legal opinion indicating that the City Charter sets forth that all Ordinances are adopted by the affirmative vote of a majority of the City Commission. As such, the Code sections that required either four votes or a supermajority of the City Commission to adopt an "Ordinance" were in conflict with the City Charter.

As a result, in April, 2013 the City Commission adopted Ordinance 2909-13 which repealed the Policies in the Comprehensive Plan to remedy and remove those conflicts that required supermajority vote requirements needed for the adoption of Ordinances.

At that time it was made clear that this conflict with City Charter only related to the adoption of Ordinances. There are other Policies of our Comprehensive Plan that require a supermajority for the adoption of certain types of conditional uses. The intent of the planning staff at this time is to achieve consistency of majority rule by also changing the Policies of the Comprehensive Plan which require supermajorities for the approval of certain Conditional Uses.

### **Repeal of the Comp. Plan policies:**

There are two types of Conditional Uses which require a supermajority vote for approval:

1. Construction within the stream floodways and floodplains of the City. This relates to the two stream floodplain areas between Lake Sue and Lake Virginia and the north of Lake Maitland. This was put into the Zoning Code originally in the late 1980's due to the environmental sensitivity of construction within these stream floodplain areas. So when the current Comprehensive Plan was put together, this Policy reflected what already existed within the Zoning Code.
2. Construction of three story buildings within the Central Business District. Again due to the sensitivity of these projects to the character and ambiance of the CBD-Park Avenue area, this Policy and the companion Zoning requirement came about with adoption of Comprehensive Plan in 2009.

## **P&Z Minutes April 8, 2014**

**REQUEST OF THE CITY OF WINTER PARK FOR:** AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA; ARTICLE I "COMPREHENSIVE PLAN" BY AMENDING THE GOALS, OBJECTIVES AND POLICIES TEXT WITHIN THE FUTURE LAND USE ELEMENT RELATED TO REPEALING THE REQUIREMENT FOR A SUPERMAJORITY VOTE OF THE CITY COMMISSION TO APPROVE CERTAIN CONDITIONAL USES.

Planning and Community Development Director Dori Stone presented the staff report. She explained that this Comprehensive Plan amendment proposal from the planning staff seeks to achieve consistency in the approval of both Ordinances and Conditional Uses by removing three Policies in the Comprehensive Plan which impose the supermajority requirement for the approval of certain Conditional Uses. She explained that the City Attorney, Larry Brown, has previously prepared a legal opinion indicating that the City Charter sets forth that all Ordinances are adopted by the affirmative vote of a majority of the City Commission. As such, the Code sections that required either four votes or a supermajority of the City Commission to adopt an "Ordinance" were in conflict with the City Charter. As a result, in April, 2013 the City Commission adopted Ordinance 2909-13 which repealed the Policies in the Comprehensive Plan to remedy and remove those conflicts that required supermajority vote requirements needed for the adoption of Ordinances. At that time it was made clear that this conflict with City Charter only related to the adoption of Ordinances. There are other Policies of our Comprehensive Plan that require a supermajority for the adoption of certain types of conditional uses. The intent of the planning staff at this time is to achieve consistency of majority rule by also changing the Policies of the Comprehensive Plan which require supermajorities for the approval of certain Conditional Uses.

Mrs. Stone explained that there are two types of Conditional Uses which require a supermajority vote for approval:

1. Construction within the stream floodways and floodplains of the City. This relates to the two stream floodplain areas between Lake Sue and Lake Virginia and the north of Lake Maitland. This was put into the Zoning Code originally in the late 1980's due to the environmental sensitivity of construction within these stream floodplain areas. So when the current Comprehensive Plan was put together, this Policy reflected what already existed within the Zoning Code.
2. Construction of three story buildings within the Central Business District. Again due to the sensitivity of these projects to the character and ambiance of the CBD-Park Avenue area, this Policy and the companion zoning requirement came about with adoption of Comprehensive Plan in 2009. Staff recommended approval in order to achieve consistency in land development approvals. Mrs. Stone responded to Board member questions and concerns.

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

**Motion made by Mr. Sacha, seconded by Mrs. De Ciccio to approve the proposed ordinance repealing the requirement for a supermajority vote of the city commission to approve certain conditional uses. Motion carried unanimously with a 7-0 vote.**



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA; ARTICLE I “COMPREHENSIVE PLAN” BY AMENDING THE GOALS, OBJECTIVES AND POLICIES TEXT WITHIN THE FUTURE LAND USE ELEMENT RELATED TO REPEALING THE REQUIREMENT FOR A SUPERMAJORITY VOTE OF THE CITY COMMISSION TO APPROVE CERTAIN CONDITIONAL USES; PROVIDING FOR SEVERABILITY, CODIFICATION, AND CONFLICTS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 2.08(d) of the Charter of the City of Winter Park (“Charter”) provides that a quorum of the City Commission shall exist when a majority of the Commissioners are present; and

**WHEREAS**, Section 2.01 of the Charter provides that the City Commission consists of five (5) members, and therefore, a majority of the City Commission consists of three (3) members; and

**WHEREAS**, Section 2.11 of the Charter provides that a proposed ordinance shall be adopted when it has received the affirmative vote of a majority of the City Commission physically present on at least two (2) separate days at either regular or special meetings of the Commission; and

**WHEREAS**, when only three (3) Commissioners are in attendance at a meeting of the City Commission, an ordinance may pass on two (2) votes of the Commissions that are physically present;

**WHEREAS**, the City Commission adopted its Comprehensive Plan on February 23, 2009 via Ordinance 2762-09 and desires to modify the Policies regarding the procedures for the approval of conditional uses specified in the Comprehensive Plan that were adopted by Ordinance 2793-10, and

**WHEREAS**, the City Commission via the adoption of Ordinance 2909-13 on April 22, 2013 resolved the conflict between the Charter and the Comprehensive Plan by removing Policies requiring a supermajority (four votes) needed for the adoption of Comprehensive Plan amendment ordinances; and

**WHEREAS**, the City Commission seeks to achieve conformity for the approval of conditional uses by removing policies in the Comprehensive Plan requiring a supermajority (four votes) needed for the approval of certain conditional uses; and



**WHEREAS**, the goal of the City Commission is to remove conflicts that exist between those provisions of the Charter and Comprehensive Plan which require an affirmative vote of a supermajority of the Commissioners in order to pass an ordinance or conditional uses, and Section 2.11 of the Charter, which requires only a majority of the Commissioners physically present in order to pass an ordinance; and

**WHEREAS**, the municipal charter is the paramount law of the municipality; and

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

**Section 1. Incorporation of Recitals as Legislative Findings.** The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission. The City Commission finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section.

**Section 2. Revisions to Comprehensive Plan Policy 1-1.1.3.** That the Comprehensive Plan is hereby amended so as to repeal and re-adopt Policy 1-2.6.2; Policy 1-3.2.2 and Policy 1-3.8.9 in the Future Land Use Element of the Goals, Objectives and Policies to read as follows and revising that subsection to read as follows:

**Policy 1-2.6.2: Conservation (CON).** The FLUM shall designate lands that are natural and conservation resources as “CON.” It is the intent of the “CON” land use designation to provide for the long-term protection and preservation of environmentally sensitive natural resource systems. The Conservation Future Land Use Map designation is designed to indicate the specific areas, of wetland floodways and the 100-year flood plain, for the Howell Branch Creek areas between Lakes Sue and Virginia and north of Lake Maitland that shall be conserved in their natural condition so that the physical and biological functions of the land may be optimized. No development other than structures that benefit the general public, such as boardwalks or access way for maintenance, are permitted on this land and/or stream front wetland floodplain areas. Access is limited so that these areas may also serve as a safe haven area for wildlife. The City shall have the option of obtaining a conservation easement from the property owner(s) to protect sum lands. The only exception and intensity of use potentially permitted is a boardwalk or gazebo for the passive enjoyment of this natural area provided the construction and use is non-intrusive and non-disruptive to the primary purpose as a natural conservation area.

**Policy 1-3.2.2: Maintain the Character and Scale of the Central Business District:** The City shall maintain the character and scale of the Central Business District (CBD), including the Park Avenue Corridor as one of the premier downtown retail shopping districts in Florida, by reinforcing attributes that underlie its ambiance and special character, including its pedestrian scale, the relationship of its buildings and their orientation to the street, the eclectic mix of architectural styles, the open space vistas of Central Park, and the predominance of small distinctive specialty shops. This Comprehensive Plan imposes a two story and 30’ height limit throughout the Central

Business District as depicted on the Winter Park Central Business District Boundary Map located in the Definitions section of this Comprehensive Plan. These height restrictions may be increased to a maximum 3 stories and a 40' height limit if the development is approved by the City Commission as a Conditional Use and conforms to the Maximum Height Map. Third floors approved by conditional use in the CBD must be setback on street frontages equal to their height of a one foot setback for each one foot height of the third floor. Properties designated low density residential, and other properties identified as limited to two stories on the Maximum Height Map are not candidates for the 3 story and 40 foot height Conditional Use. The maximum floor area ratio within the CBD shall include private parking garages which are either at grade or elevated in calculations of floor area. Subterranean parking garages and public parking garages may be excluded from floor area calculations by the City Commission.

**Policy 1-3.8.9: Preserve the Pedestrian Scale and Orientation of the CBD and Restrict Building Height.** The City shall preserve the pedestrian scale and orientation of the Winter Park Central Business District Boundary Map, as defined in the Definitions section of this Comprehensive Plan, by limiting development for any property to two stories in height (30 feet) or three stories (40 feet) (including any mezzanine levels) on a case by case basis via conditional use approval by the City Commission for any third floor. The pedestrian orientation is also protected by prohibiting new drive-in businesses within the C-2 zoning locations east of Virginia Avenue. Approvals or other variances for more than three stories are prohibited. Third floors approved by conditional use must be setback on street frontages equal to their height on a one foot setback for each one foot height of the third floor. Properties designated low density residential and properties limited to two stories on the Maximum Height Map are not candidates for the 3 story and 40' height conditional use.

**Section 3. 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 4. 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 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.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administrative Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administrative Commission, this amendment may nevertheless be made

effective by the adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

**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:

\_\_\_\_\_  
Cindy Bonham, City Clerk

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA;  
ARTICLE I "COMPREHENSIVE PLAN" BY AMENDING THE GOALS,  
OBJECTIVES AND POLICIES TEXT WITHIN THE FUTURE LAND USE  
ELEMENT RELATED TO REPEALING THE REQUIREMENT FOR A  
SUPERMAJORITY VOTE OF THE CITY COMMISSION TO APPROVE  
CERTAIN CONDITIONAL USES; PROVIDING FOR SEVERABILITY,  
CODIFICATION, AND CONFLICTS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 2.08(d) of the Charter of the City of Winter Park ("Charter") provides that a quorum of the City Commission shall exist when a majority of the Commissioners are present; and

**WHEREAS**, Section 2.01 of the Charter provides that the City Commission consists of five (5) members, and therefore, a majority of the City Commission consists of three (3) members; and

**WHEREAS**, Section 2.11 of the Charter provides that a proposed ordinance shall be adopted when it has received the affirmative vote of a majority of the City Commission physically present on at least two (2) separate days at either regular or special meetings of the Commission; and

**WHEREAS**, when only three (3) Commissioners are in attendance at a meeting of the City Commission, an ordinance may pass on two (2) votes of the Commissions that are physically present;

**WHEREAS**, the City Commission adopted its Comprehensive Plan on February 23, 2009 via Ordinance 2762-09 and desires to modify the Policies regarding the procedures for the approval of conditional uses specified in the Comprehensive Plan that were adopted by Ordinance 2793-10, and

**WHEREAS**, the City Commission via the adoption of Ordinance 2909-13 on April 22, 2013 resolved the conflict between the Charter and the Comprehensive Plan by removing Policies requiring a supermajority (four votes) needed for the adoption of Comprehensive Plan amendment ordinances; and

**WHEREAS**, the City Commission seeks to achieve conformity for the approval of conditional uses by removing policies in the Comprehensive Plan requiring a supermajority (four votes) needed for the approval of certain conditional uses; and

**WHEREAS**, the goal of the City Commission is to remove conflicts that exist between those provisions of the Charter and Comprehensive Plan which require an affirmative vote of a supermajority of the Commissioners in order to pass an ordinance or conditional uses, and Section 2.11 of the Charter, which requires only a majority of the Commissioners physically present in order to pass an ordinance; and

**WHEREAS**, the municipal charter is the paramount law of the municipality; and

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

**Section 1. Incorporation of Recitals as Legislative Findings.** The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Commission. The City Commission finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section.

**Section 2. Revisions to Comprehensive Plan Policy 1-1.1.3.** That the Comprehensive Plan is hereby amended so as to repeal and re-adopt Policy 1-2.6.2; Policy 1-3.2.2 and Policy 1-3.8.9 in the Future Land Use Element of the Goals, Objectives and Policies to read as follows and revising that subsection to read as follows:

**Policy 1-2.6.2: Conservation (CON).** The FLUM shall designate lands that are natural and conservation resources as "CON." It is the intent of the "CON" land use designation to provide for the long-term protection and preservation of environmentally sensitive natural resource systems. The Conservation Future Land Use Map designation is designed to indicate the specific areas, of wetland floodways and the 100-year flood plain, for the Howell Branch Creek areas between Lakes Sue and Virginia and north of Lake Maitland that shall be conserved in their natural condition so that the physical and biological functions of the land may be optimized. No development other than structures that benefit the general public, such as boardwalks or access way for maintenance, are permitted on this land and/or stream front wetland floodplain areas. Access is limited so that these areas may also serve as a safe haven area for wildlife. The City shall have the option of obtaining a conservation easement from the property owner(s) to protect sum lands. The only exception and intensity of use potentially permitted ~~(by conditional use requiring a supermajority vote of the City Commission)~~ is a boardwalk or gazebo for the passive enjoyment of this natural area provided the construction and use is non-intrusive and non-disruptive to the primary purpose as a natural conservation area.

**Policy 1-3.2.2: Maintain the Character and Scale of the Central Business District:** The City shall maintain the character and scale of the Central Business District (CBD), including the Park Avenue Corridor as one of the premier downtown retail shopping districts in Florida, by reinforcing attributes that underlie its ambiance and special character, including its pedestrian scale, the relationship of its buildings and their orientation to the street, the eclectic mix of architectural styles, the open space vistas of Central Park, and the predominance of small distinctive specialty shops. This Comprehensive Plan imposes a two story and 30' height limit throughout the Central Business District as depicted on the Winter Park Central Business District Boundary Map located in the Definitions section of this Comprehensive Plan. These height restrictions may be increased to a maximum 3 stories and a 40' height limit if the development is approved ~~by a supermajority vote (four votes)~~ by the City Commission as a

Conditional Use and conforms to the Maximum Height Map. Third floors approved by conditional use in the CBD must be setback on street frontages equal to their height of a one foot setback for each one foot height of the third floor. Properties designated low density residential, and other properties identified as limited to two stories on the Maximum Height Map are not candidates for the 3 story and 40 foot height Conditional Use. The maximum floor area ratio within the CBD shall include private parking garages which are either at grade or elevated in calculations of floor area. Subterranean parking garages and public parking garages may be excluded from floor area calculations by the City Commission.

**Policy 1-3.8.9: Preserve the Pedestrian Scale and Orientation of the CBD and Restrict Building Height.** The City shall preserve the pedestrian scale and orientation of the Winter Park Central Business District Boundary Map, as defined in the Definitions section of this Comprehensive Plan, by limiting development for any property to two stories in height (30 feet) or three stories (40 feet) (including any mezzanine levels) on a case by case basis via conditional use ~~and by requiring an supermajority (four votes) of~~ approval by the City Commission for any third floor. The pedestrian orientation is also protected by prohibiting new drive-in businesses within the C-2 zoning locations east of Virginia Avenue. Approvals or other variances for more than three stories are prohibited. Third floors approved by conditional use must be setback on street frontages equal to their height on a one foot setback for each one foot height of the third floor. Properties designated low density residential and properties limited to two stories on the Maximum Height Map are not candidates for the 3 story and 40' height conditional use.

**Section 3. 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 4. 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 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.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administrative Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administrative Commission, this amendment may nevertheless be made effective by the adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

**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:

\_\_\_\_\_  
Cindy Bonham, City Clerk





# city commission public hearing

item type	Public Hearing	meeting date	April 28, 2014
prepared by department division	Wes Hamil, Finance Director 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:

Ordinance governing garbage collection service in the Center Street business corridor

## Motion | Recommendation:

Approve ordinance governing garbage collection service in the Center Street business corridor

## Background:

Currently the businesses in the Center Street business corridor (see map attached to ordinance) receive their garbage collection service through either dumpsters contracted directly with Waste Pro or one of two garbage compactors which are billed by the City.

Implementation of the changes associated with this ordinance will include the replacement of the dumpsters with a single garbage compactor for each block. Overall, this will reduce the number of garbage collection receptacles in this area improving its attractiveness and potentially allocating more space to longer loading zones or a few new parking spaces. The new front-load compactors will be serviced a minimum of three times per week, but likely six times per week (depending on the volume of waste generated).

The ordinance will make the use of these new compactors mandatory which will help in being able to fairly allocate the cost of having the compactors serviced by Waste Pro. Letters (sample attached) have been sent to all businesses impacted by the ordinance letting them know of the changes planned and the projected impact to their particular monthly garbage collection costs. These letters will also advise of the dates public hearings will be held regarding this ordinance.



### **Alternatives | Other Considerations:**

Continue current garbage collection and billing practices.

### **Fiscal Impact:**

There should be no significant fiscal impact associated with this ordinance. The City currently passes on the costs of the two compactors to the businesses it serves and this will continue with the additional compactors. Many businesses will see a small decrease in their monthly bill and some will see an increase.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 82 OF THE CODE OF ORDINANCES; CREATING A DEFINITION OF “CENTER STREET CORRIDOR”; AMENDING THE DEFINITIONS OF “COMMERCIAL CONTAINER”, “REFUSE CAN” AND “REFUSE CART”; AMENDING SECTION 82-2, SCHEDULE OF CIVIL PENALTIES; AMENDING SECTION 82-3 AND 82-6, REGARDING ENFORCEMENT OF VIOLATIONS; REPEALING SECTIONS 82-4 AND 82-5; AMENDING SECTION 82-32, PREPARATION OF REFUSE; AMENDING SECTION 82-33, DIRECTING PLACEMENT OF COMMERCIAL CONTAINERS; AMENDING SECTION 82-35, REFUSE CARTS; AMENDING SECTION 82-36, POINTS OF COLLECTION; AMENDING SECTION 82-37, FREQUENCY OF COLLECTION; AMENDING SECTION 82-40, PROVIDING A REMEDY FOR NONPAYMENT OF FEES; REPLACING “DIRECTOR OF PUBLIC WORKS” WITH “CITY MANAGER OR HIS DESIGNEE”; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Winter Park, through the operation of franchise agreements with one or more providers, collects and disposes of refuse and recyclable materials within the City; and

**WHEREAS**, the City Commission has enacted Chapter 82 of the City’s Code of Ordinances, providing direction for the manner in which such refuse and recyclable materials shall be collected and disposed of within the City; and

**WHEREAS**, the City Commission has determined that it is in the best interest of the citizens of the City of Winter Park to direct that business and residences located within the Center Street Corridor, as defined herein, shall use designated commercial containers located at certain points within the Center Street Corridor; and

**WHEREAS**, the City Commission has determined that certain other changes to the text of Chapter 82 of the City Code of Ordinances are warranted to clarify the processes that govern the collection of refuse and recyclable materials within the City; and

**WHEREAS**, the City Commission has determined that Chapter 82 shall be enforced in the manner provided in Chapter 1, Article II, Code Enforcement Citations; and

**WHEREAS**, the City Commission has determined that the additions and amendments to Chapter 82 of the City’s Code of Ordinances serve to further the health, safety and welfare of the citizens of the City of Winter Park; 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:**        **Recitals Adopted.** The forgoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

**SECTION 2:**        **Amendment of Section 82.** Chapter 82 of the Code of Ordinances shall be amended as reflected on attached Exhibit “A”.

**SECTION 3:**        **Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**SECTION 4:**        **Codification.** It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Winter Park, that the sections of this Ordinance may be renumbered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

**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.** This Ordinance shall be effective immediately upon adoption on second reading.

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.

\_\_\_\_\_  
Kenneth W. Bradley, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia S. Bonham, City Clerk

## EXHIBIT "A"

### Sec. 82-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Building and clearing wastes* means debris or wastes accumulated from land clearing, excavating, building, rebuilding, altering or demolishing buildings, structures, roads, sidewalks and curbs by an owner or contractor.

*Center Street Corridor* means the area which generally encompasses any establishment or place of business or residence located within the boundaries of Canton Avenue to the north, Knowles Avenue to the east, Lyman Avenue to the South and Park Avenue to the west, (as more particularly described in the Center Street Corridor Map maintained by the City of Winter Park), adjacent to Center Street or having frontage on that portion of streets intersecting Center Street, within the described area.

*Commercial container* means a trash, ~~or garbage, or recycling~~ receptacle of varied size (one cubic yard to six cubic yards), or a compacting unit, furnished by the city to serve business, commercial or residential customers. ~~apartments. Containers are furnished at the rates referenced in section 82-39.~~

*Establishment or place of business* means a business, corporation, company, incorporated or limited concern, licensed to do business in the city and occupying space in the city, whether owned, leased or rented.

*Garbage* means wastes from the preparation, handling, cooking and serving of food; market refuse; waste from the handling, storage and sale of produce and meats. Food containers such as cans and bottles and wrappings for food are considered garbage.

*Garden trash* means all accumulations of grass or shrubbery cuttings and other refuse attending the care of lawns, shrubbery, vines, trees and tree limbs. Waste or excess citrus fruit grown on the property is considered garden trash.

*Hazardous waste* means those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect, including but not limited to F.S. § 403.703(21).

*Household refuse* means a mixture of trash and garbage.

*Industrial processing wastes* means the waste products of canneries, slaughterhouses, packing plants, large quantities of condemned food products or wastes from other industrial plants or manufacturing processes.

*Noncombustible refuse* means refuse material that is unburnable at ordinary incinerator temperatures (800 degrees to 1800 degrees Fahrenheit). This includes metals, mineral matter, large quantities of glass or crockery, metal furniture, auto bodies or parts or other refuse not usual to housekeeping or to the operation of stores or offices.

*Recyclable materials* means those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste, including but not limited to newspapers, glass bottles, metal cans (aluminum and delabeled tin), plastic containers and such other recyclable materials as the city may designate as part of its recycling program.

*Recycling container* means a container made of rigid plastic construction as shall be approved by the city for use for recycling collection services pursuant to the city's recycling program.

*Refuse* means any material the owner desires to be disposed of, whether it has salvage value or not. Refuse consists of garbage, trash, yard or garden trash or industrial wastes.

*Refuse can* means a galvanized metal or plastic can commonly manufactured and sold as a refuse can. Capacity shall not be less than four gallons or more than 32 gallons, and shall weigh no more than fifty (50) pounds. The can shall have a tightfitting lid and two handles by which the can may be lifted.

*Refuse cart* means a container between 64 and 96 ~~60 and 95~~ gallons capacity, on wheels for rolling, with a nonremovable hinged lid, suited to dumping equipment provided by the city garbage collection vehicles, and contents not over 250 pounds.

*Trash* means accumulations of paper, excelsior, rags, wooden or paper boxes or containers, sweepings and other accumulations of a nature other than garbage which are usual to housekeeping and to the operation of stores, offices and places of business. Trash shall not include garden trash, noncombustible refuse, industrial processing wastes or building and clearing wastes.

**Sec. 82-2. ~~Schedule of civil penalties.~~**

~~(a) There is adopted the following schedule of civil penalties for violations under this chapter occurring within the city payment may be made at City Hall, Park Avenue, Winter Park, Florida. Penalties for violations of this Chapter shall be as provided in Chapter 1, Article II, Code Enforcement Citations. A first offense shall be a Class I violation, as provided in Section 1-24(b). Subsequent offenses shall be subject to penalties as provided in Section 1-23(b).~~

Violation of Section	Fine
<del>82-7(a) .....</del>	\$ 50.00
<del>82-7(b) .....</del>	50.00
<del>82-7(c) .....</del>	500.00
<del>82-7(d) .....</del>	50.00
<del>82-7(e) .....</del>	50.00
<del>82-32(a) .....</del>	25.00
<del>82-32(b) .....</del>	25.00
<del>82-33 .....</del>	25.00
<del>82-34 .....</del>	25.00
<del>82-35 .....</del>	25.00
<del>82-36(b) .....</del>	25.00

<del>82-36(c) .....</del>	25.00
<del>82-38 .....</del>	25.00
<del>82-41 .....</del>	50.00

The imposition of a civil fine hereunder shall not preclude the imposition of criminal fines or penalties for prosecution of the same by the city.

~~(b) — Any person receiving a violation notice shall, within five working days, pay the civil penalty as prescribed in subsection (a) of this section or request a hearing before a judge of the county court. Any person electing to appear before the designated judge shall be deemed to have waived his right to pay the civil penalty as set forth in this section. The judge, after a hearing, shall make a determination as to whether a violation has been committed. If the commission of violation has been proven, the judge may impose a fine not to exceed \$100.00 plus court costs.~~

### **Sec. 82-3. Procedures for violations. ~~upon noncompliance with violation notice.~~**

Enforcement of violations shall follow the procedures set forth in Chapter 1, Article II, Code Enforcement Citations.

- ~~(a) — If any person summoned by a violation notice affixed on a garbage or trash container or to the residence or business where the violation has occurred does not respond to such notice within the time specified on such notice, a delinquent fee of \$10.00 per violation shall be assessed against the owner of the property where the violation occurred. In addition, a notice of summons shall be sent, by certified mail, to the owner so cited, informing such owner of the violation notice and the failure to comply therewith. Such notice shall direct the recipient to respond within ten calendar days; otherwise a summons will be issued for failure to comply in violation of this Code. Costs in the amount of \$25.00 shall be assessed incident to this notification process.~~
- ~~(b) — If a response is not made within the time period specified in the notice of summons, a summons will issue commanding an appearance before a judge of the county court and an additional service of process charge of \$10.00 per summons shall be assessed.~~
- ~~(c) — After issuance of summons, a hearing on the charge of failure to comply shall be scheduled and such charge prosecuted by the state attorney in the county court.~~
- ~~(d) — Any person who fails to respond to the original violation notice within the time period specified on such notice shall be deemed to have waived the right to contest the merits of such violation.~~

### **Sec. 82-4. ~~Failure to obey notice; alteration or destruction of notice.~~**

- ~~(a) The owner of the property who neglects to answer to the charge set forth in a violation notice affixed as stated in section 82-3 by the director of public works or his authorized deputy shall be held to have violated this chapter.~~
- ~~(b) The notice referred to in subsection (a) of this section is and shall remain the property of the city before and after the serving, delivery or affixing thereof. All persons receiving any such notice in writing, whether by personal service or by affixing the notice in the method set forth in section 82-3, shall be required to preserve such notice and to bring and present or otherwise transmit the notice when answering the charge set forth in such notice.~~
- ~~(c) No person, whether the recipient thereof or otherwise, shall willfully throw away, alter, mar, mutilate, destroy or discard the written notice of the city described in subsection (a) of this section.~~
- ~~(d) No person finding affixed to the property the written notice of the city described in subsection (a) of this section, whether or not he is the owner of the property to which the notice is affixed, shall willfully throw away, alter, mar, mutilate, destroy or discard the written notice of the city so found affixed to the property.~~

**~~Sec. 82-5. Persons empowered to issue violation notices.~~**

~~The director of public works and deputies authorized by him are empowered to issue violation notices for violations of this chapter.~~

**Sec. 82-6. Nonpayment of fees and penalties; suspension of utility service.**

- ~~(a) Notwithstanding the above provisions providing for enforcement of violations of this Chapter, Nnonpayment of fees and penalties imposed by this chapter is hereby declared to be a violation of this chapter. Fees and penalties imposed by this chapter for service to a property or for violations relating to a property may at the discretion of the city be incorporated in and added to any utility billing of the city for water, sewer or other utility service to such property.~~
- ~~(b) When incorporated within any water, sewer or other utility billing, nonpayment of fees and penalties imposed by this chapter for a period of 25 days after the billing date shall constitute grounds for the suspension of any or all utility services, including but not limited to water, sewer, electric and refuse, until payment is made. The procedure set forth in section 102-134 shall be followed prior to suspension of any utility services.~~

**Sec. 82-7. Refuse disposal.**

- ~~(a) *Public places.* No person shall place, throw or abandon any refuse on any traveled way, sidewalk, alley or other public place. No person shall throw or deposit any refuse in any lake, stream or other body of water.~~



- (b) *Private property.* No person shall place or throw any refuse on private property, whether owned by such person or not, within the city, except in proper containers for collection or under express approval granted by the City Manager or his designee~~director of public works~~.
- (c) *Special collection center.* No person shall cast, place, sweep or deposit any hazardous waste upon the premises of the special collection center located at 1441 Howell Branch Road, Winter Park, Florida, 32789, unless otherwise permitted by law.
- (d) *Unauthorized accumulation.* Any unauthorized accumulation of refuse on any premises is declared to be a nuisance and is prohibited.
- (e) *Scattering refuse.* No person shall cast, place, sweep or deposit anywhere within the city any refuse in such a manner that it may be carried or deposited by the elements upon any street, sidewalk, alley, sewer, parkway or other public place or into any occupied premises within the city.

**Secs. 82-8—82-30. Reserved.**

**Sec. 82-31. Authority and supervision.**

All refuse accumulated in the city shall be collected, conveyed and disposed of by the city under the supervision of the City Manager or his designee~~director of public works~~. The City Manager or his designee~~director~~ shall have the authority ~~under the supervision of the city manager and the city commission~~ to make such regulations pertaining to the days of collection, type and location of refuse containers and such other matters as he shall find necessary, provided that such regulations are not contrary to the provisions of this chapter.

**Sec. 82-32. Preparation of refuse.**

- (a) *Household refuse.* All household refuse shall have drained from it all free water before being placed in the refuse can or refuse cart. Any wet garbage matter shall be wrapped in paper before being deposited in the refuse can or refuse cart. All cans, bottles, boxes and wrappings which have contained food shall be thoroughly drained before being deposited in the refuse can or refuse cart. All trash shall have drained from it all free water before being placed in refuse cans or refuse carts. Household chemical containers such as bleach, garden sprays or any container for material of a toxic or semitoxic nature shall be thoroughly rinsed and drained before being placed in refuse cans and refuse carts. Plastic refuse bags may be utilized to dispose of refuse. Each plastic refuse bag ~~They shall not exceed 32-gallon capacity or fifty (50) pounds weight limit,~~ and may not be less than 2½ mils thickness. Paper bags specifically manufactured for the disposal of refuse may also be used, subject to the capacity and weight limit maximums for plastic refuse bags.

- (b) *Garden trash.* Tree trimmings, hedge clippings and similar material shall be cut to length not to exceed four feet. Grass trimmings shall be placed in refuse trash containers or refuse bags, which shall not exceed fifty (50) pounds in weight per container or refuse bag. Waste or excess citrus fruit shall be placed in cans or refuse bags. Not more than 16 gallons or one-half of the can or bag shall be filled with fruit due to its weight. If plastic refuse bags are utilized, the same criteria shall apply as that given under household refuse.

**Sec. 82-33. Cans, carts and containers—Location.**

- (a) Refuse cans, refuse carts and commercial containers shall be kept in a place that is easily accessible to City the employees, designated haulers or contractors, and that does not obstruct any public right of way. ~~of the department of public works. They shall not be kept upon city or public property or property not in the ownership or tenancy of the person by whom the refuse is accumulated, unless approved by the director of public works.~~ In between pick up. Refuse cans and refuse carts shall be kept at the rear of the establishment or residence or in a side yard out of sight from the street, except as provided in subsection (b) of this section.
- (b) Commercial containers for use by any establishment or place of business or residence located within the Center Street Corridor, as defined in Section 82-1, shall be kept in those locations on Center Street specified by the City Manager or his designee.

**Sec. 82-34. Same—Condition.**

Refuse cans shall be provided by the tenant, owner, lessee or occupant of the premises and shall be maintained in good condition. Any refuse can that does not conform to the provisions of this chapter or that may have ragged or sharp edges or any other defect liable to hamper or injure the person collecting the contents thereof shall be condemned by the department of public works and promptly replaced by the owner on notice. The City Manager or is designee ~~director of public works~~ shall have the authority to refuse collection services for failure to comply with this section.

**Sec. 82-35. Refuse carts.**

- (a) *Required use.* For each residential property within the city that is not served by a commercial container, ~~If the city commission determines that refuse carts are appropriate containers for residential refuse collection,~~ the city shall provide up to two refuse carts per household for household refuse and garden trash, and one recycling container for recyclable materials, at no charge to the residents to all residents. Use of the refuse carts and recycling containers is mandatory for all residents whose property is not served by a commercial container, except that ~~the city shall not~~

mandate refuse cart use to residents who became residents of the city before July 13, 1988, ~~and such persons shall be required to use the refuse carts deemed appropriate for residential refuse collection by the city commission.~~

- (b) *Additional carts Fees.* At the request of a resident of any household that is not served by a commercial container, the city may provide additional refuse carts and recycling containers, for which the resident will incur a one-time delivery fee, as well as an additional monthly service charge per additional container. Additional refuse carts and recycling containers are the property of the city or its designated hauler or contractor. A fee shall be paid for the use of each refuse cart, based on the cost of the cart as determined at the end of the previous city fiscal year. The fee shall be payable to the city in one of the following ways:

(1) ~~Payable in full on or before the date of delivery to the resident; or~~

- (2) ~~Payable in ten equal monthly installments commencing on the date of delivery to the resident. Fees paid to the city shall be refunded to the resident who returns the refuse cart if the cart is in good condition. The amount refunded shall be the lesser of the sum paid to the city or the fair market value of the cart at the time of return determined by the city.~~

- (c) *Replacement.* The city will replace at its expense any refuse carts or recycling container that is ~~are~~ lost, damaged or worn through no fault of the resident. The city will replace at the resident's expense any refuse carts or recycling container that is ~~are~~ lost, damaged or worn through the fault of the resident, based on the cost of the cart or container as determined by the city ~~at the end of the previous city fiscal year.~~

- (d) *Collection.* If the city commission determines ~~after refuse carts have been made available to the residents that~~ refuse carts or recycling containers they are no longer suitable for refuse collection of refuse or recyclable materials, respectively, the city may terminate refuse cart or recycling container collections, whereupon ~~at the option of each resident the refuse carts or recycling containers shall~~ may be returned to the city, ~~and the fees paid shall be refunded, provided the cart is in good condition. The amount refunded shall be the lesser of the sum paid to the city or the fair market value of the cart at the time of return determined by the city.~~

## **Sec. 82-36. Points of collection.**

- (a) *Location.* Refuse cans, refuse carts, refuse bags containing household refuse and garden trash, and recycling containers containing recyclable materials, shall be placed at the curb for collection, unless the City Manager or his designee ~~director of public works~~ has arranged collection at the rear or side of the property being served because the residents thereof are not physically able to place the items at the curb.
- (b) *Placement and removal times.* Unless excepted as provided in subsection (a) of this section, residents shall place all refuse cans, refuse carts, and refuse bags, and recycling containers to be collected at the curb in front of the property being served no earlier than 4:00 p.m. the evening before the day of collection and shall remove all empty refuse cans, and carts, and containers from the curb and return them to a

location at the side or rear of the property being served no later than 9:00 p.m. of the day of collection.

- (c) *Responsibility for compliance.* The residents of the property being served by city collection shall be jointly and severally responsible for placing refuse cans, refuse carts, refuse bags, ~~and garden trash, and recycling containers~~ at the proper location at the proper time for collection and, after collection, removing all empty refuse cans, ~~and carts, and containers~~ from the curb and returning them to the proper locations stated in subsection (b) of this section by the time stated therein. The owners of the property being served shall be presumed to be residents of the property and, therefore, responsible for compliance with this section, unless, within five days after notification of a violation of this section, the owners have provided the City Manager or his designee ~~director of public works~~ with the names and addresses of the persons other than the owners who were the actual residents of the property being served by city collection at the time of the violation.

#### **Sec. 82-37. Frequency of collection; use and maintenance of container, tops.**

- (a) *Residential.* Refuse accumulated by residences shall be collected at such times as shall be established by the city. In all cases where garbage is deposited in refuse carts, the top shall be kept closed at all times except when the container is being filled. The customer is responsible for notifying the city if the top of the refuse cart is damaged or inoperable. ~~department of public works shall be notified when the top is damaged or inoperable.~~ (b) *Commercial.* Hotels, apartments, restaurants and such other establishments or businesses shall be served on the basis of need. Terms of collection shall be established by written agreement between the owner of each establishment or place of business or residence utilizing a commercial container and the City's designated contractor, except those establishments or places of business or residences located within the Center Street Corridor. ~~A written agreement between the owner of the establishment or business and the department of public works on the quantity and number of collections per week shall be made prior to commencing service.~~ Where necessary to protect the public health, the City Manager or his designee ~~director of public works~~ shall have the authority to require more frequent collections than those required by the above-described written agreement. It is the responsibility of the user to keep the area around the container clean and free from loose trash or garbage. The City manager or his designee ~~director~~ shall notify the county health department of any violations. In all cases where garbage is deposited in a container, the container top shall be kept closed at all times except when the container is being filled. The customer is responsible for notifying the city if the top of the container is damaged or inoperable. ~~The department of public works shall be notified when the top is damaged or inoperable.~~

- (c) Any establishment or place of business or residence located within the Center Street Corridor, as defined in Section 82-1, shall dispose of refuse only in the commercial containers located on Center Street.
- (de) *Special collections.* Upon request, the department of public works will make unscheduled collections of garden trash that is not in containers or bundled and an extraordinary quantity (more than three cubic yards) of refuse in containers or bundled. Placing such types or quantities of refuse at the curb shall constitute a request for a special collection. For commercial concerns, a special collection beyond the quantity and frequency to which was agreed in accordance with subsection (b) of this section shall be made on the request of the owner of the establishment or business or when the City Manager or his designee ~~director~~ determines that a special collection is necessary to protect the public health.

#### **Sec. 82-38. Removal of recyclable materials.**

It shall be unlawful for any person, except city personnel or the city's duly authorized agent, to collect or otherwise remove any recyclable material which has been specifically placed for collection in recycling containers as part of the city's recycling program. It is not the intent of this section to prohibit any nonprofit organization from soliciting recyclable materials for the purpose of resource recovery and recycling in pursuit of the goals of such nonprofit organization.

#### **Sec. 82-39. Schedule of collection fees.**

Fees prescribed in this article are payable to the city monthly. Fees due and payable for collection and disposal of refuse and for the availability of service shall be as established by the city.

#### **Sec. 82-40. Nonpayment of fees.**

- (a) Fees prescribed in this article are payable to the city monthly ~~quarterly, in advance.~~ ~~Nonpayment of fees is hereby declared a violation of this chapter. There is imposed a penalty of ten percent for each refuse fee which remains unpaid for a period of 60 days after the fee is due and payable, and without further notice such penalty may be added to the next billing.~~
- (b) The penalties and remedies contained in this section shall be cumulative and shall be in addition to any and all other penalties and remedies contained in this Code for the violation thereof.

#### **Sec. 82-41. Removal of special refuse.**

The removal, transport and disposal of industrial processing wastes, noncombustible refuse and building and clearing wastes must be accomplished by the owner, occupant, operator or contractor performing such work, as the case may be. Spent oils or grease accumulating at

garages, filling stations or similar establishments shall be removed by the owner, occupant or operator.

**Sec. 82-42. Liens for nonpayment of fees—Generally.**

All fees and penalties for nonpayment, together with lawful interest thereon, provided for in this article shall be a lien upon the property for which the service is provided. If the fees shall remain unpaid 60 days after the fees are due and payable, an administrative fee of ~~\$10.00~~ shall be imposed, and the lien, including the administrative fee, shall be recorded in the records of the county. The city shall have the power and authority to enforce the liens by foreclosure in accordance with law.

**Sec. 82-43. Same—Release; effect of issuance of certificate.**

Liens created under section 82-42 shall, upon the request of the user or the owner of the property affected and upon payment of all delinquent fees, including lawful interest thereon, and all penalties imposed, be released by a certificate signed by the Ceity Manager or the city finance director and bearing the seal of the city. The issuance of such certificate shall constitute prima facie evidence of existence or nonexistence of any such delinquent fees, and shall, in the absence of fraud perpetrated by the party requesting the certificate, be binding upon the city as to the existence or nonexistence of any lien created under this article.



CITY OF WINTER PARK

401 South Park Avenue

Winter Park, Florida

32789-4386

Business name  
Business address  
City, state ZIP

Dear xxxx,

The theme of the city's budget and strategic plan this year is *Focus on Quality*. As part of this effort, we are making improvements to enhance the quality of our service areas in several parts of the city. One of our primary focus areas is the downtown corridor, specifically Center Street.

Center Street is a major service corridor for garbage collection and product deliveries. Because of the importance of this corridor, the city is proposing to improve garbage service by:

- Providing new front-load compactors that will be serviced a minimum of three times per week, but likely six times per week (depending on the volume of waste generated).
- Replacing the numerous front-load dumpsters to one large shared compactor per block.
- Potentially allocating more space to longer loading zones or a few new parking spaces through the reduction of the number of dumpsters

Under the new service, the amount of your bill will remain consistent and no longer fluctuate based on the number of pulls to the compactor and the weight of the disposal. Below are current costs of service and the projected new costs of service for your business:

<b>Square footage</b>	<b>Scale* of Garbage Production</b>	<b>Current monthly cost</b>	<b>Projected new monthly cost** (subject to change)</b>

\*Scale: 1 – 5 (1=minimum garbage produced to 5=maximum garbage produced)

\*\*These estimated costs are calculated based on variables that may change.

The square footage of your business, scale of garbage production, garbage collection and disposal costs are the factors that will be used to determine your new monthly cost.

In order to implement this new service, the existing solid waste ordinance will need to be modified to require shared service along Center Street and to establish a fee structure that supports that service.

Two public hearings are scheduled for:

- Monday, April 28, and Monday, May 12
- City Commission meetings begin at 3:30 p.m., and are held at the City Commission Chambers located on the 2<sup>nd</sup> floor of City Hall.

As we make this enhancement to your solid waste service, we ask that you do your part by having your employees make sure all of the garbage is appropriately loaded into the compactors. In addition, it is also important to keep the area around the compactors and the back door of each of your businesses swept and washed clean.

Working together will help supplement the many improvements the city has already made to the downtown corridor, such as the:

- Upcoming addition of 88 public parking spaces via the demolition of the Public Works Administration building and restriping/repurposing of other surrounding parking areas.
- Creation of a merchant employee parking program to allow more prime spaces for your costumers/visitors.
- Increased presence of city personnel on Park Avenue inspecting for cleanliness and emptying of the garbage cans when needed.
- Addition of a second wash cycle for sidewalks.
- Implementation of new holiday light décor that added to the winter wonderland festive atmosphere.
- Improvements to portions of Welbourne Avenue and the intersection at Center Street through a public/private partnership that included the leveling of bricks, new decorative streetlights, underground power lines, modification of drainage and repaving, where needed.

As you can see, our *Focus on Quality* is focused on areas that will help make doing business in Winter Park easier for you and more enjoyable your customers.

If you have any questions related to the enhancements being proposed to your garbage service, please call Delsia Margraf, Utility Services Manager, at 407-599-3371 or email [dmargraf@cityofwinterpark.org](mailto:dmargraf@cityofwinterpark.org).

Sincerely,

A handwritten signature in black ink, reading "Michelle del Valle". The signature is fluid and cursive, with the first name "Michelle" and last name "del Valle" clearly distinguishable.

Michelle del Valle, Assistant City Manager  
City of Winter Park